



# Water System Plan Update *Appendices*



FINAL | MAY 2021



Appendix A  
SEPA CHECKLIST AND DETERMINATION OF  
NON-SIGNIFICANCE



# Local Government Consistency Determination Form

Water System Name: City of Renton PWS ID: 71850L

Planning/Engineering Document Title: 2019 Water System Plan Update Plan Date: March 2020 Draft

Local Government with Jurisdiction Conducting Review: City of Renton

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

By signing this form, the local government reviewer confirms the document under review is consistent with applicable local plans and regulations. If the local government reviewer identifies an inconsistency, he or she should include the citation from the applicable comprehensive plan or development regulation and explain how to resolve the inconsistency, or confirm that the inconsistency is not applicable by marking N/A. See more instructions on reverse.

Local Government Consistency Statement	For use by water system	For use by local government
	Identify the page(s) in submittal	Yes or Not Applicable
a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the service area.	3-1 to 3-6	Yes
b) The <u>growth projection</u> used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	3-38 to 3-49	Yes
c) For <u>cities and towns that provide water service</u> ; All water service area policies of the city or town described in the plan conform to all relevant <u>utility service extension ordinances</u> .	5-3 to 5-5	Yes
d) <u>Service area policies</u> for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area.	5-3 to 5-5	Yes
e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans.	Throughout	Yes

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

Vanessa Dolbee  
Signature

Vanessa Dolbee, Planning Director, City of Renton

Printed Name, Title, & Jurisdiction

2/4/2021  
Date

## Consistency Review Guidance

### ***For Use by Local Governments and Municipal Water Suppliers***

This checklist may be used to meet the requirements of WAC 246-290-108. When using an alternative format, it must describe all of the elements; 1a), b), c), d), and e), when they apply.

For **water system plans (WSP)**, a consistency review is required for the service area and any additional areas where a municipal water supplier wants to expand its water right's place of use.

For **small water system management programs**, a consistency review is only required for areas where a municipal water supplier wants to expand its water right's place-of-use. If no water right place-of-use expansion is requested, a consistency review is not required.

For **engineering documents**, a consistency review is required for areas where a municipal water supplier wants to expand its water right's place-of-use (water system plan amendment is required). For noncommunity water systems, a consistency review is required when requesting a place-of-use expansion. All engineering documents must be submitted with a service area map (WAC 246-290-110(4)(b)(ii)).

- A) Documenting Consistency:** The planning or engineering document must include the following when applicable.
- a) A copy of the adopted **land use/zoning** map corresponding to the service area. The uses provided in the WSP should be consistent with the adopted land use/zoning map. Include any other portions of comprehensive plans or development regulations that relate to water supply planning.
  - b) A copy of the **growth projections** that correspond to the service area. If the local population growth projections are not used, explain in detail why the chosen projections more accurately describe the expected growth rate. Explain how it is consistent with the adopted land use.
  - c) Include water service area policies and show that they are consistent with the **utility service extension ordinances** within the city or town boundaries. *This applies to cities and towns only.*
  - d) All **service area policies** for how new water service will be provided to new customers.
  - e) **Other relevant elements** the Department of Health determines are related to water supply planning. See Local Government Consistency – Other Relevant Elements, Policy B.07, September 2009.
- B) Documenting an Inconsistency:** Please document the inconsistency, include the citation from the comprehensive plan or development regulation, and explain how to resolve the inconsistency.
- C) Documenting a Lack of Local Review for Consistency:** Where the local government with jurisdiction did not provide a consistency review, document efforts made and the amount of time provided to the local government for review. Please include: name of contact, date, and efforts made (letters, phone calls, and emails). To self-certify, please contact the DOH Planner.

The Department of Health is an equal opportunity agency. For persons with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TTY 1-800-833-6388).



February 4, 2021

RE: Local Government Consistency Determination Form – City of Renton Planning Department

- a) The water system service area is consistent with the adopted land use and zoning within the service area.

City of Renton Water Utility Engineering Response:

*Evaluating land use and zoning within the water service area is an important aspect of planning how the system will address future needs as land use patterns change. During this water system plan update, an existing land use map and a future land use map were prepared to guide water service and long-term planning for system improvements. However, the water service area's land use maps, as shown in Figures 3.2 and 3.3, were prepared using a modified list of land use designations, different from the City's adopted land use schema, shown on Figure 3.1.*

*Renton's adopted land use schema identifies six types of land uses: Residential Low Density, Residential Medium Density, Residential High Density, Commercial Mixed Use, Employment Area, and Commercial Office Residential (Ordinance #5915). Each of these land uses has designated zones that detail the types of land uses allowed in those zones. Overall, there are 19 zoning designations in the Land Use Plan.*

*For water system planning purposes, the adopted land uses and zones were compiled into 11 land-use designations: single-family, multi-family, commercial, industrial, mixed use, vacant, agriculture, open space, park, public/quasi-public, and right-of-way. While land-use designations in this Water System Plan Update are a modified version of the adopted land use schema, the consolidated list maintains consistency with the foundation and rationale of the adopted land use and zoning.*





# ENV

# ENVIRONMENTAL CHECKLIST

## Planning Division

1055 South Grady Way-Renton, WA 98057

Phone: 425-430-7200 | [www.rentonwa.gov](http://www.rentonwa.gov)

### **PURPOSE OF CHECKLIST:**

The State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### **INSTRUCTIONS FOR APPLICANTS:**

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write “do not know” or “does not apply”. Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

**USE OF CHECKLIST FOR NONPROJECT PROPOSALS:**

Complete this checklist for non-project proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For non-project actions (actions involving decisions on policies, plans and programs), the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

**A . BACKGROUND**

**1. Name of proposed project, if applicable:** City of Renton 2019 Water System Plan Update

**2. Name of applicant:** City of Renton – Utility Systems Division

**3. Address and phone number of applicant and contact person:**

Abdoul Gafour, Water Utility Engineering Manager  
1055 South Grady Way, Renton, WA 98057  
425-430-7210  
agafour@rentonwa.gov

**4. Date checklist prepared:** January 3, 2020

**5. Agency requesting checklist:**

City of Renton

**6. Proposed timing or schedule (including phasing, if applicable):**

The City of Renton 2019 Water System Plan Update (Plan) is scheduled for adoption in 2020.

**7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

No. This Plan lists capital improvement projects planned by the City within the next 10 years and long-term projects over the next 20 years. Proposed locations are shown in the Plan.

**8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

Depending upon the scope of the projects proposed in the Plan, an individual environmental checklist and threshold determination would be completed as specified projects are proposed for construction.

**9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**

At this time, there are no known pending applications for general applicability related to the area covered by the water system. There may be applications pending related to improvements to the water system such as various on-going plans and developer extensions occurring within the water service area. The City plans to adopt the capital improvement plan outlined in this document as part of the City's 10-year capital improvements plan.

**10. List any government approvals or permits that will be needed for your proposal, if known.**

The Plan must be approved by the City of Renton, King County, the Washington State Department of Health, and the Washington State Department of Ecology.

**11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site.**

The City of Renton proposes the adoption of a new Water System Plan to supersede the existing Water System Plan adopted in 2012. This Plan is an updated version of the City's 2012 Water System Plan. The purpose of this Plan is to document changes to the City's water system, to identify required system modifications, and to appropriately outline capital improvement projects proposed to meet future water demands as well as system maintenance and improvement activities. Maintaining a current plan is required to meet regulations of the Washington State Department of Health and the requirements of the Washington State Growth Management Act. The Plan examines the existing water service area, which includes a majority, but not all, of the city limits. The water service area encompasses an area of approximately 17.25 square miles. The City of Renton has no plans to serve beyond the limits of the current water service area.

**12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.**

The policies and guidance of this Plan are applicable throughout the City of Renton's water service area. The existing water service area includes a large portion, but not all, of the city limits. The water service area encompasses an area of approximately 17.25 square miles and is shown as the Retail Water Service Area on Figure 1.3.

## B. ENVIRONMENTAL ELEMENTS

### 1. EARTH

- a. **General description of the site (check or circle one):**  Flat,  rolling,  hilly,  steep slopes  
**mountainous, other \_\_\_\_\_.**

The water service area includes steep slopes, several hills, a plateau, and river valley areas.

- b. **What is the steepest slope on the site (approximate percent slope)?**

The slopes vary from flat (zero percent) to very steep (over 40 percent). Steep slopes exist along the Maple Valley Highway to the north and south of the Cedar River Valley (southern edge of Renton Highlands; northern edge of Scenic Hill and Rolling Hills), along the eastern side of I-405 (eastern edge of the Renton Highlands), along the southern (SR 900) and eastern (Rainier Ave N) edges of Renton West Hill, along the western (SR 167) and northern (I-405) edges of Talbot Hill and the western edge (I-405) of Scenic Hill.

- c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.**

According to the USDA's Web Soil Survey, the main soil types within the water service area include: Alderwood gravelly sandy loam, Alderwood and Kitsap soils, Arents-Alderwood material, and Indianola loamy sand. Alderwood gravelly sandy loam makes up over 30% of the water service area and is considered prime farmland. Using engineering classifications: there is a wide variety of highly variable glacial deposits in the water service area that include clay, silt, sand, gravel, cobbles, and boulders. In the river valley areas, there is a variety of modern alluvium and undifferentiated deltaic deposits. Adoption of the Water System Plan Update will not itself result in the removal of agricultural soil. Specific projects that are subject to environmental review will be evaluated for their impact to agricultural soils prior to implementation.

- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

Within the City, there are areas of unstable soils including steep slopes and historic coal mines. Some alluvial deposits in the Cedar River Valley and old Black River Valley may be subject to liquefaction during seismic events. Sensitive areas are mapped by the City and are subject to regulation under Renton Municipal Code Title IV, Development Regulations. Specific projects that are subject to environmental review will be evaluated for their soil conditions prior to implementation.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

N/A, non-project action. However, the water system construction projects identified in the Plan will require excavation and grading of an undetermined quantity of material. Specific projects will be subject to individual environmental review before implementation.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

N/A, non-project action. Adoption of the Water System Plan will not itself result in the clearing, construction, or use of soils, however, the Plan's programs and projects may result in erosion from construction. Specific projects that are subject to environmental review will be evaluated for erosion potential prior to implementation.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

N/A, non-project action. Specific projects will be subject to individual environmental review before implementation.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:**

N/A, non-project action. Where applicable, best management practices, along with erosion and sedimentation control measures, will be used in all areas of potential erosion. Specific projects will be subject to individual environmental review before implementation.

## **2. AIR**

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

N/A, non-project action. Adoption of the Water System Plan will not itself result in air emissions, however, the Plan's programs and projects may be a source of emissions from construction activity and increased usage of generators during maintenance, testing, and power outages events. Specific projects that are subject to environmental review will be evaluated for air emissions potential prior to implementation.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for off-site sources of emissions prior to implementation.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:**

N/A, non-project action. However, standard emissions controls for construction equipment will be utilized during construction of projects recommended by this Plan. Specific projects that are subject to environmental review will be evaluated for their potential impact and corresponding mitigation measures prior to implementation.

### 3. WATER

#### a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

There are multiple surface water bodies within the water system area. The northwest boundary of the water service area is the shoreline of Lake Washington. The rivers and streams that run through the water service area include the Cedar River, Green River, May Creek, and Springbrook Creek. The Cedar River is tributary to Lake Washington and the Green River is a tributary to Puget Sound. May Creek flows into Lake Washington and Springbrook Creek flows into the Green River. All water bodies and wetland boundaries are cataloged in the City's GIS (COR Maps).

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

N/A, non-project action. However, the Plan's programs and projects may require work within 200 feet of surface water bodies. These projects will be subject to individual review and compliance with the City's Shoreline Master Program.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

N/A, non-project action. Adoption of the Water System Plan Update will not itself result in the direct alteration of the environment, however, the Plan's programs and projects may result in the addition or removal of fill and dredge material. The potential impacts of these actions are currently unknown. Projects that are subject to environmental review will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.**

N/A, non-project action. Adoption of the Water System Plan Update will not itself result in the withdrawal or diversion of surface water. Projects that are subject to environmental review will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan:**

N/A, non-project action. However, some portions of the City are within or adjacent to 100-year floodplains. Projects that are subject to environmental review will identify floodplain boundaries prior to implementation.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

N/A, non-project action. However, no waste material will be discharged into surface waters during construction of projects recommended by this Plan. Projects that are subject to environmental review will identify discharge plans prior to implementation.

**b. Ground Water:**

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.**

N/A, non-project action. Adoption of the Water System Plan Update will not itself result in the withdrawal of groundwater. A description of the City's groundwater wells and spring (infiltration gallery) is provided in the Plan and includes detailed information on source locations, water rights, and withdrawal quantities. The City's current and future groundwater withdrawal is limited by the water rights that have been granted by the Washington State Department of Ecology.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

N/A, non-project action. However, no waste material will be discharged into the ground during projects recommended by this Plan. Projects that are subject to environmental review will identify discharge plans prior to implementation.

**c. Water runoff (including storm water):**

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

N/A, non-project action. Adoption of the Water System Plan Update will not itself result in runoff. Projects that are subject to environmental review will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.**

N/A, non-project action. Adoption of the Water System Plan Update will not itself result in waste materials entering ground or surface waters. Projects that are subject to environmental review will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

**3) Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:**

N/A, non-project action. Adoption of the Water System Plan Update will not itself result in any such impacts. Projects that are subject to environmental review will be evaluated for potential impacts and their corresponding reduction and control measures prior to implementation.

**4. PLANTS**

**a. Check the types of vegetation found on the site:**

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- orchards, vineyards or other permanent crops
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

**b. What kind and amount of vegetation will be removed or altered?**

N/A, non-project action. Adoption of the Water System Plan Update will not itself result in the direct removal or alteration of vegetation, however, the Plan's programs and projects may result in these impacts. The potential impacts of these actions are currently unknown. Projects that are subject to environmental review will be evaluated for potential vegetation impacts and corresponding mitigation measures prior to implementation.

**c. List threatened and endangered species known to be on or near the site.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for their potential impact to threatened or endangered plant species on or near the site.

**d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for vegetation plans before implementation.

**e. List all noxious weeds and invasive species known to be on or near the site.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for noxious and invasive plant species on or near the site before plan implementation.



## 5. ANIMALS

- a. **List any birds and other animals which have been observed on or near the site or are known to be on or near the site. N/A, non-project action. Many of the following birds and animals could be present within the water service area. Specific projects will be subject to individual environmental review prior to implementation.**

Examples include:

**Birds:** hawk, heron, eagle, songbirds other: gulls

**Mammals:** deer, bear, elk, beaver other: possum, raccoon, rabbits, squirrels

**Fish:** bass, salmon, trout, herring, shellfish, other: \_\_\_\_\_

- b. **List any threatened and endangered species known to be on or near the site.**

According to the U.S. Fish and Wildlife Service, the following animals are listed as threatened within the water service area: bull trout (*Salvelinus confluentus*), marbled murrelet (*Brachyramphus marmoratus*), streaked horned lark (*Eremophila alpestris strigata*), and yellow-billed cuckoo (*Coccyzus americanus*). According NOAA, the City is within the critical habitat for Puget Sound ESU Chinook (*Oncorhynchus tshawytscha*) and Puget Sound DPS Steelhead (*Oncorhynchus mykiss*). Specific projects that are subject to environmental review will be evaluated for their potential impact to threatened or endangered wildlife species on or near the site.

- c. **Is the site part of a migration route? If so, explain.**

N/A, non-project action. However, the entire state of Washington is within the Pacific flyway and two rivers within the water service area (Cedar and Green Rivers) are spawning routes for salmon and steelhead trout. Specific projects will be subject to individual environmental review prior to implementation.

- d. **Proposed measures to preserve or enhance wildlife, if any:**

N/A, non-project action. Projects that are subject to environmental review will be evaluated for potential impacts to wildlife and their corresponding preservation or enhancement measures prior to implementation.

- e. **List any invasive animal species known to be on or near the site.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for invasive animal species on or near the site prior to implementation.

## 6. ENERGY AND NATURAL RESOURCES

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

N/A, non-project action. Adoption of the Water System Plan will not itself use energy. Specific projects that are subject to environmental review will be evaluated for energy and other natural resource uses prior to implementation.

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

N/A, non-project action. Adoption of the Water System Plan will not itself affect the use of solar energy. Specific projects that are subject to environmental review will be evaluated for effects on solar energy by adjacent properties prior to implementation.

- c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:**

N/A, non-project action. Adoption of the Water System Plan will not itself result in the direct reduction or control of energy impacts, however, the Plan's programs and projects may result in energy conservation features. Specific projects that are subject to environmental review will be evaluated for energy conservation features prior to implementation.

## 7. ENVIRONMENTAL HEALTH

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.**

N/A, non-project action. Adoption of the Water System Plan will not itself result in direct environmental hazards, however, the potential impacts from the Plan's programs and projects are currently unknown. Specific projects that are subject to environmental review will be evaluated for potential environmental health hazards and corresponding mitigation measures prior to implementation.

- 1) **Describe any known or possible contamination at the site from present or past uses.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for known or possible contamination at the site prior to implementation.

**2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for existing hazardous chemicals or conditions at the site prior to implementation.

**3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for toxic or hazardous chemicals during the development, construction, or lifetime of the project prior to implementation.

**4) Describe special emergency services that might be required.**

N/A, non-project action. Adoption of the Water System Plan will not itself require emergency services, however, the potential impacts from the Plan's programs and projects are currently unknown. Specific projects that are subject to environmental review will be evaluated for special emergency services prior to implementation.

**5) Proposed measures to reduce or control environmental health hazards, if any:**

N/A, non-project action. Adoption of the Water System Plan will not itself require the reduction or control of environmental health hazards, however, the potential impacts from the Plan's programs and projects are currently unknown. Specific projects that are subject to environmental review will be evaluated for environmental health hazards and corresponding reduction or control measures prior to implementation.

**b. Noise**

**1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for surrounding noise prior to implementation.

**2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

N/A, non-project action. Adoption of the Water System Plan will not itself create any long-term or short-term noise, however, the potential impacts from the Plan's programs and projects are currently unknown. Specific projects that are subject to environmental review will be evaluated for potential project noise prior to implementation.

**3) Proposed measures to reduce or control noise impacts, if any:**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for potential project noise and corresponding measures to reduce or control noise impacts prior to implementation.

**8. LAND AND SHORELINE USE**

**a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

The following land uses are present within the water service area: industrial, commercial, residential, public, park, and other land uses. Adoption of the Water System Plan will not itself affect any land use on nearby or adjacent properties, however, the potential impacts from the Plan's programs and projects are currently unknown. Specific projects that are subject to environmental review will be evaluated for individual land uses prior to implementation.

**b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or non-forest use?**

In the past, the City contained working farmlands as a small part of the economic base. Adoption of the Water System Plan will not itself convert any agricultural or forest land. Specific projects that are subject to environmental review will be evaluated for effects to working farm or forest land prior to implementation.

**1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:**

N/A, non-project action. Adoption of the Water System Plan will not itself affect or be affected by surrounding working farm or forest land, however, the potential impacts from the Plan's programs and projects are currently unknown. Specific projects that are subject to environmental review will be evaluated for affects by or affects to working farm or forest land prior to implementation.

**c. Describe any structures on the site.**

There are many types of structures in the water service area including: industrial, commercial, residential, schools, hotels, and other common structures.

**d. Will any structures be demolished? If so, what?**

N/A, non-project action. Adoption of the Water System Plan will not itself demolish any structures, however, the potential impacts from the Plan's programs and projects are currently unknown. Specific projects that are subject to environmental review will be evaluated for planned demolition prior to implementation.

**e. What is the current zoning classification of the site?**

The water service area encompasses a wide variety of zoning classifications including: resource conservation, residential, commercial, urban, and industrial areas.

**f. What is the current comprehensive plan designation of the site?**

The water service area encompasses multiple comprehensive plan land use designations including: residential low density, residential medium density, residential high density, commercial & mixed use, commercial office residential, and employment area.

**g. If applicable, what is the current shoreline master program designation of the site?**

The water service area encompasses multiple areas classified with shoreline designations including: natural, urban conservancy, single family residential, shoreline high-intensity, shoreline isolated high-intensity, and aquatic environments. Specific projects recommended by the Plan will be required to comply with the City's Shoreline Master Program.

**h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

The water service area encompasses multiple areas classified as critical areas. These include: flood hazard areas, seismic hazard areas, steep slopes, habitat conservation areas, streams, lakes, wellhead protection areas, and wetlands.

**i. Approximately how many people would reside or work in the completed project?**

The City's water system provided service to a full time residential population of approximately 68,664 in 2017, and is estimated to increase to 75,416 in 2025 and 82,704 by 2040.

**j. Approximately how many people would the completed project displace?**

N/A, non-project action. Adoption of the Water System Plan will not itself displace any people. The potential impacts from the Plan's programs and projects are currently unknown, however, it is unlikely any project would lead to displacement. Specific projects that are subject to environmental review will be evaluated for displacement prior to implementation.

**k. Proposed measures to avoid or reduce displacement impacts, if any:**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for displacement prior to implementation.

**l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:**

The City of Renton Water System Plan is written in accordance with all existing local, county, and state regulations including the City's Comprehensive Plan.

**m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for potential impacts to agricultural and forest lands, and their corresponding preservation or enhancement measures, prior to implementation.

**9. HOUSING**

**a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

N/A, non-project action. The adoption of the Water System Plan and its corresponding programs and projects are not intended to provide housing units.

**b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

N/A, non-project action. The adoption of the Water System Plan and its corresponding programs and projects are not intended to eliminate housing units.

**c. Proposed measures to reduce or control housing impacts, if any:**

N/A, non-project action. The adoption of the Water System Plan and its corresponding programs and projects are not intended to affect housing. Specific projects that are subject to environmental review will be evaluated for housing impacts prior to implementation.

**10. AESTHETICS**

**a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

N/A, non-project action. Adoption of the Water System Plan will not itself result in a structure. Specific projects that are subject to environmental review will be evaluated for structure height and material prior to implementation.

**b. What views in the immediate vicinity would be altered or obstructed?**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for view alteration or obstruction prior to implementation.

**c. Proposed measures to reduce or control aesthetic impacts, if any:**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for their potential aesthetic impacts and corresponding mitigation measures prior to implementation.

## 11. LIGHT AND GLARE

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?**

N/A, non-project action. Adoption of the Water System Plan will not itself result in light or glare. Specific projects that are subject to environmental review will be evaluated for potential light or glare prior to implementation.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?**

N/A, non-project action. Adoption of the Water System Plan will not itself result in light or glare. Specific projects that are subject to environmental review will be evaluated for potential light or glare prior to implementation.

- c. What existing off-site sources of light or glare may affect your proposal?**

N/A, non-project action. Adoption of the Water System Plan itself will not be affected by existing off-site sources of light or glare. Specific projects that are subject to environmental review will be evaluated for existing off-site light or glare prior to implementation.

- d. Proposed measures to reduce or control light and glare impacts, if any:**

N/A, non-project action. Adoption of the Water System Plan itself will not be affected by existing off-site sources of light or glare. Specific projects that are subject to environmental review will be evaluated for their potential light impacts and corresponding mitigation measures prior to implementation.

## 12. RECREATION

- a. What designated and informal recreational opportunities are in the immediate vicinity?**

Within and near the water service area are numerous parks and recreational opportunities, including Maplewood Golf Course. There are also streams and rivers within the water service area that provide recreational opportunities.

- b. Would the proposed project displace any existing recreational uses? If so, describe.**

N/A, non-project action. Adoption of the Water System Plan will not itself displace any recreational uses.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for their impacts on recreation and corresponding mitigation measures prior to implementation.

### 13. HISTORIC AND CULTURAL PRESERVATION

- a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

N/A, non-project action. Adoption of the Water System Plan will not itself involve any historical buildings or sites. Specific projects that are subject to environmental review will be evaluated for their proximity to historical buildings or sites prior to implementation.

- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

N/A, non-project action. Adoption of the Water System Plan will not itself involve any cultural resources. Specific projects that are subject to environmental review will be evaluated for their proximity to cultural resources prior to implementation.

- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for their impacts on historic sites and cultural resources on or near the project site.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for their impacts on historic and cultural resources and corresponding mitigation measures prior to implementation.

### 14. TRANSPORTATION

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

Many streets and highways serve the Water System Plan area. Major highways passing through the city include: Interstate 405 and State Routes 167, 169, 515 and 900. Major arterials providing access to and from the city include Rainier Avenue, Benson Road, Carr Road, and Duvall Avenue.



- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Public transportation within the City includes bus and train services provided by Sound Transit and King County Metro. Specific projects that are subject to environmental review will be evaluated for their proximity to public transit prior to implementation.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?**

N/A, non-project action. Adoption of the Water System Plan will not itself impact any parking features. Specific projects that are subject to environmental review will be evaluated for their impacts to parking spaces and corresponding mitigation measures prior to implementation.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

N/A, non-project action. Adoption of the Water System Plan will not itself require any new or improved transportation features. Specific projects that are subject to environmental review will be evaluated for their impacts to transportation prior to implementation.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

N/A, non-project action. The Plan's programs and projects may occur in the immediate vicinity of water, rail, or air transportation. Specific projects that are subject to environmental review will be evaluated for transportation prior to implementation.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?**

N/A, non-project action. Adoption of the Water System Plan will not itself affect the amount of vehicular trips per day in the area, however, the potential impacts from the Plan's programs and projects are currently unknown. Specific projects that are subject to environmental review will be evaluated for effects to transportation prior to implementation.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

N/A, non-project action. The potential impacts from the Plan's programs and projects are currently unknown, however, it is unlikely any project would affect or be affected by the movement of agricultural or forest products. Specific projects that are subject to environmental review will be evaluated for the movement of products prior to implementation.

**h. Proposed measures to reduce or control transportation impacts, if any:**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for their impacts on transportation and corresponding mitigation measures prior to implementation.

**15. PUBLIC SERVICES**

**a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

N/A, non-project action. The potential impacts from the Plan's programs and projects are currently unknown, however, it is unlikely any project would increase the need for public services. Specific projects that are subject to environmental review will be evaluated for public service needs prior to implementation.

**b. Proposed measures to reduce or control direct impacts on public services, if any.**

N/A, non-project action. Specific projects that are subject to environmental review will be evaluated for their impacts on public services and corresponding mitigation measures prior to implementation.

**16. UTILITIES**

**a. Circle utilities currently available at the site:**

- electricity,
- natural gas,
- water,
- refuse service,
- telephone,
- sanitary sewer,
- septic system.

other \_\_\_\_\_

**b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

The recommended repairs, replacements, improvements, or extensions to infrastructure in the Water System Plan are required to meet the level of service criteria set forth by local, county, and state governments. The infrastructure includes wells, springs, reservoirs, pump stations, treatment facilities, pressure reducing stations, water mains, and related appurtenances. Each specific recommended project, subject to environmental review, will be evaluated for its impacts prior to implementation.

**C. SIGNATURE**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Proponent Signature: Abdoul Gafour

Name of Signee (printed): Abdoul Gafour

Position and Agency/Organization: Water Utility Engineering Manager, City of Renton

Date Submitted: APRIL 3, 2020

## D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(IT IS NOT NECESSARY to use these sheets for project actions.)

**Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.**

**When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms**

**1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

The Water System Plan will not itself increase discharge to water, emissions to air, hazardous substances, or production of noise, however, the Plan's programs and projects have the potential for these effects. For example, projects recommended by the Plan that require construction may result in exhaust emissions, dust, and noise from construction equipment as well as temporary storage of hazardous materials. All hazardous materials storage within the Aquifer Protection Area will be required to comply with the Aquifer Protection Code in order to prevent contamination of the City's main drinking water source. Specific projects that are subject to environmental review will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

**Proposed measures to avoid or reduce such increases are:**

For the Water System Plan adoption, there are no specific measures planned to reduce these impacts. Best management practices will be used to minimize impacts, in accordance with local, state, and federal laws, during the planning and construction of any applicable projects. Proposed projects will be reviewed and addressed on an individual basis by appropriate agencies prior to implementation.

**2. How would the proposal be likely to affect plants, animals, fish, or marine life?**

Adoption of the Water System Plan will not itself result in direct effects to plants, animals, fish, or marine life. It is not anticipated that any of the proposed projects within the Plan will have an impact upon vegetation or wildlife, however, there is potential for impacts to occur during construction efforts. Specific projects that are subject to environmental review will be evaluated for potential impacts to vegetation and wildlife and corresponding mitigation measures prior to implementation.

**Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

Specific projects that are subject to environmental review will be evaluated for their potential impact to plants, animals, fish, and marine life. Potential impacts will be reported with corresponding mitigation measures to protect or conserve vegetation and wildlife. Proposed projects and mitigation measures will be reviewed and addressed on an individual basis by appropriate agencies prior to implementation.

**3. How would the proposal be likely to deplete energy or natural resources?**

Adoption of the Water System Plan will not itself result in the direct depletion of energy or natural resources. It is not anticipated that any of the proposed projects within the Plan will have a strong impact on energy or natural resources, however, some projects may require the use of energy resources. For example, the running or testing of water system facilities uses electricity and construction projects require fuel for equipment operation and delivery of materials. Specific projects that are subject to environmental review will be evaluated for potential impacts to energy resources and corresponding mitigation measures prior to implementation.

**Proposed measures to protect or conserve energy and natural resources are:**

For the Water System Plan adoption, best management practices will be used to minimize energy usage. For example, the water utility maximizes the potential for gravity flow in the water system whenever possible. Additionally, the Plan includes a water use efficiency program intended to provide water resource savings over time. Programs and projects proposed in the Water System Plan may also result in energy conservation features such as improvements to pump stations and strategies to increase system efficiency. Best management practices will be used in the design, construction and operations of the infrastructure proposed by the Plan, in accordance with local, state, and federal laws, during the planning and construction of any applicable projects. Proposed projects will be reviewed and addressed on an individual basis for energy and natural resources impacts by appropriate agencies prior to implementation.

**4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?**

Adoption of the Water System Plan will not itself result in direct effects to environmentally sensitive areas or areas designated for governmental protection, however, there is potential for the Plan's programs and projects to occur in the immediate vicinity of sensitive areas. The potential impacts from these actions are currently unknown. Specific projects that are subject to environmental review will be evaluated for potential impacts and corresponding mitigation measures prior to implementation.

**Proposed measures to protect such resources or to avoid or reduce impacts are:**

Specific projects that are subject to environmental review will be evaluated by the appropriate agencies for their potential impact and corresponding mitigation measures prior to implementation. All such projects will be required to comply with applicable local, state, and federal guidelines and regulations regarding environmental protection.

**5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**

Adoption of the Water System Plan will not itself result in direct effects to land and shoreline use and will not allow or encourage land or shoreline uses incompatible with existing plans. Specific projects that are subject to environmental review will be evaluated for land and shoreline use prior to implementation.

**Proposed measures to avoid or reduce shoreline and land use impacts are:**

The Water System Plan is designed to support City land use plans, including adhering to the guidelines set by the state Growth Management Act. All such projects will be required to comply with applicable local, state, and federal guidelines and regulations regarding shoreline and land use. Proposed projects will be reviewed and addressed on an individual basis by appropriate agencies prior to implementation.

**6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

Adoption of the Water System Plan will not increase the demand for transportation, public services, or utilities. The Plan itself is partly in response to population growth and increased demands on the water utility. Water demand projections are included in Chapter 3 of the 2019 City of Renton Water System Plan Update.

**Proposed measures to reduce or respond to such demand(s) are:**

The proposed Water System Plan was developed, in part, as a response to increased demands on the City's water utility system.

**7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

The 2019 City of Renton Water System Plan Update does not conflict with any known local, state, or federal environmental laws or requirements. Specific projects that are subject to environmental review will be evaluated for adherence to environmental laws or requirements prior to implementation.



**DEPARTMENT OF COMMUNITY  
AND ECONOMIC DEVELOPMENT**

**ENVIRONMENTAL (SEPA) DETERMINATION OF  
NON-SIGNIFICANCE (DNS)**

**PROJECT NUMBER:** LU20-000107, ECF

**APPLICANT:** Abdoul Gafour, City of Renton/1055 S Grady Way, Renton, WA  
98057/agafour@rentonwa.gov

**PROJECT NAME:** City of Renton 2019 Water System Plan Update

**PROJECT DESCRIPTION:** The applicant, the City of Renton Public Works Department, is requesting SEPA Environmental (SEPA) Review for the City of Renton 2019 Water System Plan Update. The subject plan will be reviewed as a non-project action, as defined by Section 197-11-774 in the Washington Administrative Code. The plan primarily serves as an update to the City of Renton's 2012 Water System Plan and was developed collaboratively by City staff, Carollo Engineers, Inc. (Carollo), and Pacific Groundwater Group. The plan documents the current status of the water system and evaluates future needs of the water utility and will be used as a guide in maintaining and improving the water system in the short-term over the next 10 years. It also provides a planning framework for the 20-year, long-term planning horizon.

The primary purpose of this plan is to document changes to the City's water system, identify required system modifications, and appropriately outline capital improvement projects to meet future water demands. Maintaining a current Plan is required to meet the regulations of the Washington State Department of Health (DOH) and the requirements of the Washington State Growth Management Act. The plan also contains estimated timeframes, which are the intended framework

**PROJECT LOCATION:** City-Wide Water Service Area

**LEAD AGENCY:** City of Renton  
Environmental Review Committee  
Department of Community & Economic Development

The City of Renton Environmental Review Committee has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This Determination of Non-Significance is issued under WAC 197-11-340. When the DNS becomes appealable, the appeal period will be 14 days.

**DATE OF DECISION:** June 8, 2020

**SIGNATURES:**

DocuSigned by:  
**Martin Pastucha** 6/8/2020 | 1:38 PM PDT

8B8131ED98B449D...  
Martin Pastucha  
Public Works Administrator  
Date

DocuSigned by:  
**Cailín Hunsaker for** 6/8/2020 | 1:34 PM PDT

9BB7822F955D499...  
Kelly Beymer, Administrator  
Community Services Department  
Date

DocuSigned by:  
**Rick M. Marshall** 6/8/2020 | 2:12 PM PDT

78841F96A3D244D...  
Rick M. Marshall, Administrator  
Renton Regional Fire Authority  
Date

DocuSigned by:  
**Cliff Long** 6/8/2020 | 1:56 PM PDT

7ED6A8515BA340C...  
Cliff Long, Econ. Dev., Director  
Interim Community & Econ. Dev. Administrator  
Interim Chair  
Date

# DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

Planning Division

1055 South Grady Way, 6th Floor | Renton, WA 98057 | 425-430-7200, ext. 2

[www.rentonwa.gov](http://www.rentonwa.gov)



# NOTICE OF ENVIRONMENTAL DETERMINATION

## ISSUANCE OF A DETERMINATION OF NON-SIGNIFICANCE (DNS) POSTED TO NOTIFY INTERESTED PERSONS OF AN ENVIRONMENTAL ACTION

DNS: THE CITY OF RENTON ENVIRONMENTAL REVIEW COMMITTEE (ERC) HAS DETERMINED THAT THE PROPOSED ACTION DOES NOT HAVE A SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT.

**DATE OF NOTICE OF ENVIRONMENTAL DETERMINATION:** June 8, 2020

**PROJECT NAME/NUMBER:** PR20-000002 City of Renton 2019 Water System Plan Update / LU20-000107, ECF

**PROJECT LOCATION:** City-Wide Water Service Area

**APPLICANT/PROJECT CONTACT PERSON:** Abdoul Gafour, City of Renton/1055 S Grady Way, Renton, WA 98057/agafour@rentonwa.gov

**LOCATION WHERE APPLICATION MAY BE REVIEWED:** Applicant documents are available online through the City of Renton Document Center website. See also <https://bit.ly/2WUub05A>

**PROJECT DESCRIPTION:** The applicant, the City of Renton Public Works Department, is requesting SEPA Environmental (SEPA) Review for the City of Renton 2019 Water System Plan Update. The subject plan will be reviewed as a non-project action, as defined by Section 197-11-774 in the Washington Administrative Code. The plan primarily serves as an update to the City of Renton's 2012 Water System Plan and was developed collaboratively by City staff, Carollo Engineers, Inc. (Carollo), and Pacific Groundwater Group. The plan documents the current status of the water system and evaluates future needs of the water utility and will be used as a guide in maintaining and improving the water system in the short-term over the next 10 years. It also provides a planning framework for the 20-year, long-term planning horizon.

The primary purpose of this plan is to document changes to the City's water system, identify required system modifications, and appropriately outline capital improvement projects to meet future water demands. Maintaining a current Plan is required to meet the regulations of the Washington State Department of Health (DOH) and the requirements of the Washington State Growth Management Act. The plan also contains estimated timeframes, which are the intended framework for future funding decisions. The applicant submitted an Environmental (SEPA) Checklist with the application.

**Per WAC197-11-340(2)(c) any person, affected tribe, or agency may submit comments to the City within fourteen days of the date of issuance of the DNS.**

**Per WAC197-11-340(2)(a) an agency shall not act upon a proposal for fourteen days after the date of issuance of a DNS. There is no agency appeal.**

**CONTACT PERSON:** Alex Morganroth, Senior Planner; Tel: (425) 430-7219; Email: [amorganroth@rentonwa.gov](mailto:amorganroth@rentonwa.gov)





Armondo Pavone  
Mayor



Community & Economic Development C. E. "Chip" Vincent, Administrator

June 8, 2020

Washington State  
Department of Ecology  
Environmental Review Section  
PO Box 47703  
Olympia, WA 98504-7703

**Subject: ENVIRONMENTAL (SEPA) THRESHOLD DETERMINATION**

Transmitted herewith is a copy of the Environmental Determination for the following project:

**SEPA DETERMINATION: Determination of Non-Significance (DNS)**  
**DETERMINATION DATE: June 8, 2020**  
**PROJECT NAME: City of Renton 2019 Water System Plan Update**  
**PROJECT NUMBER: LUA20-000107, ECF**

**Appeals of the environmental determination must be filed pursuant to RMC 4-9-070.R.** Please refer to the enclosed Notice of Environmental Determination for complete details. If you have questions, please call me at (425) 430-7219.

For the Environmental Review Committee,

A handwritten signature in black ink, appearing to read 'Alex Morganroth', with a long horizontal line extending to the right.

Alex Morganroth  
Senior Planner

Enclosure

cc:

Boyd Powers, Department of Natural Resources  
Larry Fisher, WDFW  
Minnie Dhaliwal, City of Tukwila

Duffy McColloch WSDOT, NW Region

Andy Swayne, Puget Sound Energy  
Karen Walter, Fisheries, Muckleshoot Indian Tribe

Laura Murphy, Muckleshoot Cultural Resources  
Steve Osguthorpe, City of Newcastle

King County Wastewater Treatment Div.  
Misty Blair, Department of Ecology  
Stephanie Jolivet, Office of Archaeology &  
Historic Preservation  
Erin George, City of Kent

John Greene, King County Transit  
Jim Ishimaru, King County Transportation

Puget Sound Clean Air  
Brantley Bain, Renton Schools

Matthew Feldmeyer, Renton Schools  
Jalaine Madura, Seattle Public Utilities  
Duwamish Tribal Office

US Army Corp. of Engineers

Wendy Weiker, Puget Sound Energy

**DEPARTMENT OF COMMUNITY  
AND ECONOMIC DEVELOPMENT**



**NOTICE OF ENVIRONMENTAL DETERMINATION  
ENVIRONMENTAL REVIEW COMMITTEE  
RENTON, WASHINGTON**

The Environmental Review Committee has issued a Determination of Non-Significance (DNS) for the following project under the authority of the Renton municipal code.

City of Renton 2019 Water System Plan Update  
LUA20-000107

Location: City-wide. The applicant, the City of Renton, is requesting SEPA Review for the City of Renton 2019 Water System Plan Update. The subject plan will be reviewed as a non-project action, as defined by Section 197-11-774 in the Washington Administrative Code. The primary purpose of this plan is to document changes to the City's water system, identify required system modifications, and appropriately outline capital improvement projects to meet future water demands.

**Appeals of the environmental determination must be filed pursuant to RMC 4-9-070R.**

**Publication Date: June 12, 2020**

Appendix B  
AGENCY/ADJACENT PURVEYOR COMMENTS  
AND APPROVAL





State of Washington

## DEPARTMENT OF HEALTH

NORTHWEST DRINKING WATER REGIONAL OPERATIONS  
20425 72nd Avenue South, Suite 310 • Kent Washington 98032-2388

September 8, 2021

STEVEN (GEORGE) STAHL  
RENTON CITY OF  
3555 NE 2ND ST  
RENTON WA 98056

RE: Renton, City of, ID#71850  
King County  
Water System Plan-Approval  
Submittal #20-0803

Dear Mr. Stahl:

The City of Renton (the City) water system plan (WSP), received in this office on August 4, 2020, with a subsequent submittal on September 2, 2021 have been reviewed and in accordance with the provisions of WAC 246-290-100, is hereby **APPROVED**.

Approval of this WSP is valid as it relates to current standards outlined in Washington Administrative Code (WAC) 246-290 revised January 2017, WAC 246-293 revised September 1997, RCW 70.116, and is subject to the qualifications herein. Future revisions in the rules and statutes may be more stringent and require facility modification or corrective action. An approved update of this WSP is required on or before **September 8, 2031**, unless ODW requests an update or plan amendment pursuant to WAC 246-290-100(9).

### **APPROVED NUMBER OF CONNECTIONS**

The analysis provided in this WSP shows the water system has sufficient capacity to meet the growth projections during this planning period. The City of Renton water system can support an **“unspecified”** designation for its approved number of connections. A specific number of approved connections will not be applied at this time. Development may occur in compliance with the schedule and information provided in this WSP. This designation may be rescinded (and replaced with a specified number of approved connections) if ODW determines that the WSP is no longer representative of system activities.

### **LOCAL GOVERNMENT CONSISTENCY**

This document meets local government consistency requirements for WSP approval pursuant to RCW 90.03.386 and RCW 43.20.



## SERVICE AREA AND DUTY TO SERVE

Pursuant to RCW 90.03.386(2), the service area identified in this WSP service area map may now represent an expanded “place of use” for this system’s water rights. Changes in service area should be made through a WSP amendment.

The City of Renton has a duty to provide new water service within its retail service area. This WSP includes service policies to describe how your system plans to provide new service within your retail service area.

## CONSTRUCTION WAIVERS

Standard Construction Specifications for distribution main extensions in this WSP are approved. Consistent with WAC 246-290-125(2), this system may proceed with the installation of distribution main extensions provided this system completes and keeps on file the enclosed construction completion report form in accordance with WAC 246-290-125(2) and WAC 246-290-120(5) and makes it available for review upon request by ODW.

## WATER RESOURCES

Below is the general regulatory language that applies to all water system approvals:

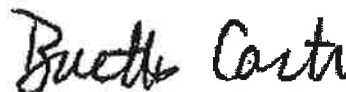
The department’s review of your water system plan will not confer or guarantee any right to a specific quantity of water. The approved number of service connections is based on your representation of available water quantity. If the Washington Department of Ecology, a local planning agency, or other authority responsible for determining water rights and water system adequacy determines that you have use of less water than you represented, the number of approved connections may be reduced commensurate with the actual amount of water and your legal right to use it.

Thank you for your cooperation. King County is being notified of the terms and requirements of this approval and the determination of the approved number of connections. If you have any questions or wish to check our records, you may contact either of us at the numbers listed below.

Sincerely,



Richard Rodriguez  
Regional Planner  
Northwest Drinking Water Operations  
(253) 395-6771



Brietta Carter, PE  
Regional Engineer, DOH  
Northwest Drinking Water Operations  
(253) 395-6770

*Encl: Construction Completion Report*

cc: Jae Hill, King County UTRC  
Seattle/King County Health  
Ria Berns, Dept. of Ecology, NWRO  
Lara Kammereck, P.E., Carollo Engineers

# CONSTRUCTION COMPLETION REPORT FOR DISTRIBUTION MAIN PROJECTS

In accordance with WAC 246-290-120(5), a **Construction Completion Report** is required for all construction projects. Under the submittal exception process for distribution main projects, designed by a professional engineer but not submitted to DOH for approval, the report does not need to be submitted. **However, the purveyor must keep the Construction Completion Report on file and make it available for review upon request by DOH in accordance with WAC 246-290-125 (2)(b).** Furthermore:

- (1) The report form **must** bear the seal, date and signature of a professional engineer (PE) licensed in the state of Washington; and
- (2) Per WAC 246-290-120(5)(c), the amount of change in the physical capacity of a system must be documented, if the project results in a change in physical capacity.

<u>RENTON CITY OF</u> Name of Water System	DOH System ID No.: <u>71850</u>
<u>STEVEN (GEORGE) STAHL</u> Name of Purveyor (Owner or System Contact)	Date Water System Plan that includes Standard Construction Specifications
<u>3555 NE 2ND ST</u> Mailing Address	Date Standard Specifications
<u>RENTON, WA 98056</u> City                      State                      Zip	Approved by DOH: <u>9/8/2021</u>

### PROJECT NAME AND DESCRIPTIVE TITLE:

(Include the name of any development project and number of services.)      Date Project or Portions Thereof Completed

### PROFESSIONAL ENGINEER'S ACKNOWLEDGMENT

The undersigned professional engineer (PE), or his/her authorized agent, has inspected the above-described project that, as to layout, size and type of pipe, valves and materials, and other designed physical facilities, has been constructed and is substantially completed in accordance with construction documents reviewed by the purveyor's engineer. In the opinion of the undersigned engineer, the installation, physical testing procedures, water quality tests, and disinfection practices were carried out in accordance with state regulations and principles of standard engineering practice.

I have reviewed the disinfection procedures, pressure test results, and results of the bacteriological test(s) for this project and certify that they comply with the requirements of the construction standards/specifications approved by DOH.



_____
Date Signed
_____
Name of Engineering Firm
_____
Name of PE Acknowledging Construction
_____
Mailing Address
_____
City                      State                      Zip
_____
Engineer's Signature
State/Federal Funding Type (if any) _____

*Please keep a completed, signed, and stamped copy on file.*

<input checked="" type="checkbox"/> NWRO Drinking Water Department of Health 20425 72 <sup>nd</sup> Ave. S, Ste 310 Kent, WA 98032-2358 (253) 395-6750	<input type="checkbox"/> SWRO Drinking Water Department of Health PO Box 47823 Olympia, WA 98504-7823 (360) 236-3030	<input type="checkbox"/> ERO Drinking Water Department of Health 16201 E Indiana Ave, Suite 1500 Spokane Valley, WA 99216 (509) 329-2100
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For persons with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TTY 1-800-833-6388).

Water System Plan - Agency Review Draft Distribution

City of Renton

KVN\_03/25/2020

Last revised 01/25/2021

State Agency	Contact First Name	Contact Last Name	Title	Contact Info	Electronic	Hard Copies		Comments Received	Received Date
Department of Health	Richard	Rodriguez	NW Regional Planner	<a href="mailto:Richard.Rodriguez@DOH.WA.GOV">Richard.Rodriguez@DOH.WA.GOV</a>	✓	2 + Flash	DOH will send to DOE - no	✓ Letter	11/6/2020
Department of Health (cc)	Brietta	Carter	NW Regional Engineer	<a href="mailto:brietta.carter@doh.wa.gov">brietta.carter@doh.wa.gov</a>			need to send to DOE	✓ Email	8/14/2020
County Agency	Contact First Name	Contact Last Name	Title	Contact Info	Electronic	Hard Copies			
King County	Jae	Hill	Utilities Technical Review Committee	<a href="mailto:jhill@kingcounty.gov">jhill@kingcounty.gov</a>	✓	2 + Flash		✓ Letter	9/10/2020
Adjacent Purveyors	Contact First Name	Contact Last Name	Title	Contact Info	Electronic	Hard Copies	Consistency checklist		
Seattle Public Utilities	Kelly	O'Rourke	Water Conservation Manager	<a href="mailto:Kelly.ORourke@seattle.gov">Kelly.ORourke@seattle.gov</a>	✓			no response	
Skyway Water and Sewer District	Cynthia	Lamothe	General Manager	<a href="mailto:cynthial@skywayws.org">cynthial@skywayws.org</a>	✓			✓ email w/ excel table	8/31/2020
City of Kent	Sean	Bauer	Water Systems Manager	<a href="mailto:sbauer@ci.kent.wa.us">sbauer@ci.kent.wa.us</a>	✓		✓	✓ email w/ checklist	7/21/2020
City of Tukwila	Hari	Ponnekanti	Public Works Deputy Director/City Engineer	<a href="mailto:Hari.Ponnekanti@TukwilaWA.gov">Hari.Ponnekanti@TukwilaWA.gov</a>	✓		✓		
	Adib	Altallal	Utilities Engineer	<a href="mailto:Adib.Altallal@TukwilaWA.gov">Adib.Altallal@TukwilaWA.gov</a>	cc			no response	
Coal Creek Utility District	Steve	Moye	Water & Sewer Tech	<a href="mailto:Moye smoye@ccud.org">Moye smoye@ccud.org</a>	✓			no response	
King County Water District #90	Darcey	Peterson	District Manager	<a href="mailto:darceyp@kcwd90.com">darceyp@kcwd90.com</a>	✓			no response	
Cedar River Water and Sewer District	Mike	Amburgey	General Manager	<a href="mailto:mamburgey@crwsd.com">mamburgey@crwsd.com</a>	✓			no response	
Soos Creek Water and Sewer District	Ron	Speer	General Manager	<a href="mailto:rspeer@sooscreek.com">rspeer@sooscreek.com</a>	✓			✓ email w/ letter	8/26/2020

Local Governments with jurisdiction	Contact First Name	Contact Last Name	Title	Contact Info	Electronic	Hard Copies	Consistency checklist		
City of Newcastle	Steve	Osguthorpe	Community Development Director	<a href="mailto:steveo@newcastlewa.gov">steveo@newcastlewa.gov</a>	✓		✓	email response that checklist is not applicable for Newcastle	6/27/2020

\*\*SEPA Notification performed by COR Planner, see ERC Agency Letter for agencies notified (key stakeholders)



**From:** [Katie Nolan](#)  
**To:** ["richard.rodriguez@doh.wa.gov"](mailto:richard.rodriguez@doh.wa.gov)  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:50:51 PM  
**Attachments:** [DOH Submittal Form 331-397-F.pdf](#)  
[DOH Checklist.pdf](#)

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Hi Mr. Rodriguez,

The City of Renton has prepared our 2019 Water System Plan Update for review and comment. This Water System Plan has been transmitted to our adjacent utilities and local governments with jurisdiction for their review in accordance with WAC 246-290.

Given the 2019 Novel Coronavirus situation, we are currently out of the office, working remotely. For immediate review, we are providing an electronic pdf version, which can be downloaded from our website at [Water Utility Engineering](#). However, if requested, the City can also provide a hardcopy of this Plan, but may take an additional 2-3 weeks to mail out. Please provide a preferred mailing address and the number of hardcopies requested.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

*\*Please note that the download may take several minutes due to the large file size\**

Attachments: Water System Plan Submittal Form (331-397-F), DOH Water System Plan Checklist

**From:** [McAfeeEmailGateway@rentonwa.gov](mailto:McAfeeEmailGateway@rentonwa.gov)  
**To:** [Katie Nolan](#)  
**Subject:** Delivery Status Bounce  
**Date:** Friday, June 26, 2020 6:53:10 PM  
**Attachments:** [deliverystatus.txt](#)  
[City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft.msg](#)

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--- The following addresses had delivery problems ---

<Steve.Hirschey@kingcounty.gov> (5.4.1 Recipient address rejected: Access denied. AS(201806281)  
[CY1GCC01FT010.eop-gcc01.prod.protection.outlook.com])

**From:** [Katie Nolan](#)  
**To:** ["Cynthia Lamothe"](#)  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:54:36 PM

---

Hi Cynthia,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [COR Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

*\*Please note that the download may take several minutes due to the large file size\**

**From:** [Katie Nolan](#)  
**To:** [Kelly O'Rourke \(kelly.orourke@seattle.gov\)](mailto:kelly.orourke@seattle.gov)  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:54:16 PM

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Hi Kelly,

The City of Renton's 2019 Water System Plan Update is now available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [COR Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

*\*Please note that the download may take several minutes due to the large file size\**

**From:** [Katie Nolan](#)  
**To:** ["Steve Moyer"](#)  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:54:58 PM

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Hi Steve,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
City of Renton  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

\*Please note that the download may take several minutes due to the large file size\*

**From:** [Katie Nolan](#)  
**To:** "[sbauer@ci.kent.wa.us](mailto:sbauer@ci.kent.wa.us)"  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:55:18 PM  
**Attachments:** [Local Govt Consist Cklist 331-568.docx](#)

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Hi Mr. Bauer,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [COR Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

Additionally, as you may know, we are required to obtain a consistency review for our water service area from local governments with jurisdiction. I have attached the Local Government Consistency Determination Form and we ask that you please return the completed form, which will be included in the final approved plan.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

*\*Please note that the download may take several minutes due to the large file size\**

Attachment: DOH Local Government Consistency Determination Form

**From:** [Katie Nolan](#)  
**To:** "[steveo@newcastlewa.gov](mailto:steveo@newcastlewa.gov)"  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:55:41 PM  
**Attachments:** [Local Govt Consist Cklist 331-568.docx](#)

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Hi Mr. Osguthorpe,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [COR Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

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If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

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Attachment: DOH Local Government Consistency Determination Form

**From:** [Katie Nolan](#)  
**To:** ["Hari.Ponnekanti@TukwilaWA.gov"](mailto:Hari.Ponnekanti@TukwilaWA.gov)  
**Cc:** ["Adib.Altallal@TukwilaWA.gov"](mailto:Adib.Altallal@TukwilaWA.gov)  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:55:56 PM  
**Attachments:** [Local Govt Consist Cklist 331-568.docx](#)

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Hi Mr. Ponnekanti,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [COR Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

Additionally, as you may know, we are required to obtain a consistency review for our water service area from local governments with jurisdiction. I have attached the *Local Government Consistency Determination Form* and we ask that you please return the completed form, which will be included in the final approved plan.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

*\*Please note that the download may take several minutes due to the large file size\**

Attachment: DOH Local Government Consistency Determination Form



**From:** [Katie Nolan](#)  
**To:** ["mamburgey@crwsd.com"](mailto:mamburgey@crwsd.com)  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:56:51 PM

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Hi Mr. Amburgey,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

*\*Please note that the download may take several minutes due to the large file size\**

**From:** [Katie Nolan](#)  
**To:** "[darceyp@kcwd90.com](mailto:darceyp@kcwd90.com)"  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:56:20 PM

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Hi Darcey,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

\*Please note that the download may take several minutes due to the large file size\*

**From:** [Katie Nolan](#)  
**To:** "[rspeer@sooscreek.com](mailto:rspeer@sooscreek.com)"  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Friday, June 26, 2020 6:57:19 PM

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Hi Mr. Speer,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

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**From:** [McAfeeEmailGateway@rentonwa.gov](mailto:McAfeeEmailGateway@rentonwa.gov)  
**To:** [Katie Nolan](#)  
**Subject:** Delivery Status Bounce  
**Date:** Tuesday, June 30, 2020 12:27:40 PM  
**Attachments:** [deliverystatus.txt](#)  
[City of Renton 2019 Water System Plan Update Transmittal of Agency Review Draft.msg](#)

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<Steve.Hirschey@kingcounty.gov> (5.4.1 Recipient address rejected: Access denied. AS(201806281)  
[DM2GCC01FT006.eop-gcc01.prod.protection.outlook.com])

**From:** [Katie Nolan](#)  
**To:** "Hill, Jae"  
**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft  
**Date:** Tuesday, June 30, 2020 1:30:28 PM

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Jae,

Great, I was on the right track! The City of Renton's 2019 Water System Plan Update can be downloaded from our website at [COR Water Utility Engineering](#) (the files are too large to email). This Water System Plan has been transmitted to the Washington State Department of Health and adjacent water systems for their review in accordance with WAC 246-290.

If requested later on, we can provide hardcopies for the review.

Please let me know if you need anything else for the submittal. This is my first time going through this process. And if you have any questions regarding the draft plan, please feel free to contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

\*Please note that the download may take several minutes due to the large file size\*

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**From:** Hill, Jae <jhill@kingcounty.gov>  
**Sent:** Tuesday, June 30, 2020 1:13 PM  
**To:** Katie Nolan <KNolan@Rentonwa.gov>  
**Subject:** RE: King County UTRC - Water System Plan Review

Hi Katie,

I'm the new UTRC chair (aka the new Steve Hirschey), so please send it to me. We're only accepting digital submittals right now anyway for draft plans, so that all works.

Submitting your plan within the next week or two should get you on September's UTRC agenda. All of our meetings are being held remotely right now, for better or worse.

Please let me know if you have any other questions.

Regards,

Jae Hill, AICP, CFM  
Principal Planner | Utilities Technical Review Committee  
King County Dept. of Local Services  
[jhill@kingcounty.gov](mailto:jhill@kingcounty.gov)  
o: 206-263-5690 | m: 206-485-6499

**PLEASE NOTE**– King County Permitting is **temporarily suspending lobby services in our Snoqualmie and Vashon Island offices**. For details of available and alternative services, please read our [customer service bulletin](#)

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**From:** Katie Nolan <[KNolan@Rentonwa.gov](mailto:KNolan@Rentonwa.gov)>  
**Sent:** Tuesday, June 30, 2020 12:58 PM  
**To:** Hill, Jae <[jhill@kingcounty.gov](mailto:jhill@kingcounty.gov)>  
**Subject:** King County UTRC - Water System Plan Review

[EXTERNAL Email Notice! ] External communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Hello,

I'm reaching out because the City of Renton is prepared to submit our draft 2019 Water System Plan Update to the King County UTRC for review. To date, our correspondence has been with Steve Hirschey, but I received a message that my recent email attempts to Steve have failed. The emails keep bouncing back. Because of the 2019 coronavirus situation, City of Renton staff are working remotely and we are only able to provide an electronic pdf version of the draft plan at this time. Could you please confirm whom I should send the electronic submittal to?

Thank you,

Katie Nolan  
Water Utility Engineer, PW  
City of Renton  
(425) 430-7335  
[rentonwa.gov/pw](http://rentonwa.gov/pw)

\*The best way to reach me is by email. I am currently teleworking and have limited access to my work phone\*

**From:** [Katie Nolan](#)  
**To:** [ORourke, Kelly](#)  
**Subject:** RE: City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft - following up  
**Date:** Thursday, November 19, 2020 11:30:00 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Hi Kelly,

Just wanted to touch base again about SPU comments for Renton's 2019 Water System Plan Update. We are in the process of finalizing our comments log because we recently received comments back from DOH. The comments from DOH and others appear to be pretty minor so we anticipate a quick turnaround. There is still some time to prepare your comments, but I think we will be trying to present the plan to our city council directly after the holidays.

Thank you,

Katie Nolan (she/her)  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335 (desk)

The best way to reach me is by email. I am currently teleworking and have limited access to my desk phone.

---

**From:** ORourke, Kelly <Kelly.ORourke@seattle.gov>  
**Sent:** Saturday, September 26, 2020 9:32 PM  
**To:** Katie Nolan <KNolan@Rentonwa.gov>  
**Subject:** RE: City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft - following up

**CAUTION:** This email originated from outside the City of Renton. Do not click links, reply or open attachments unless you know the content is safe.

Hi Katie –

I'm afraid I let this slip thru the cracks with all the chaos this summer.

I am heading out tomorrow on vacation and will return on Tuesday Oct 6. I will make this a priority when I return and let you know then when you can expect comments from us.

I apologize for not getting the review done in a timely manner.

Thank you - Kelly

Kelly O'Rourke  
Water Conservation Manager  
City of Seattle, [Seattle Public Utilities](#)  
[Saving Water Partnership](#)  
206-684-5881 | [kelly.orourke@seattle.gov](mailto:kelly.orourke@seattle.gov)  
[Facebook](#) | [Twitter](#)

---

**From:** Katie Nolan <[KNolan@Rentonwa.gov](mailto:KNolan@Rentonwa.gov)>

**Sent:** Tuesday, September 22, 2020 3:19 PM

**To:** ORourke, Kelly <[Kelly.ORourke@seattle.gov](mailto:Kelly.ORourke@seattle.gov)>

**Subject:** RE: City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft - following up

**CAUTION: External Email**

Hi Kelly,

I'm checking back to see if SPU has had a chance to review our draft 2019 Water System Plan Update. This summer has been crazy especially given that we recently experienced some major computer/email issues here at Renton so just wanted to follow-up to make sure I hadn't missed anything from you guys during our cyber incident.

We have received comments back from several other adjacent systems and anticipate hearing back from DOH soon so we'll be moving forward on finalizing the plan.

Hope you're doing well. Thanks!

Katie Nolan

Project Manager

Water Utility Engineering, PW

City of Renton

(425) 430-7335

The best way to reach me is by email. I am currently teleworking and have limited access to my work phone.

---

**From:** Katie Nolan

**Sent:** Friday, June 26, 2020 6:54 PM

**To:** Kelly O'Rourke ([kelly.orourke@seattle.gov](mailto:kelly.orourke@seattle.gov)) <[kelly.orourke@seattle.gov](mailto:kelly.orourke@seattle.gov)>

**Subject:** City of Renton 2019 Water System Plan Update – Transmittal of Agency Review Draft

Hi Kelly,

The City of Renton's 2019 Water System Plan Update is now available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [COR Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.



Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

\*Please note that the download may take several minutes due to the large file size\*



State of Washington  
**DEPARTMENT OF HEALTH**

NORTHWEST DRINKING WATER REGIONAL OPERATIONS  
20425 72nd Avenue South, Suite 310 • Kent Washington 98032-2388

November 6, 2020

STEVEN (GEORGE) STAHL  
RENTON CITY OF  
3555 NE 2ND ST  
RENTON WA 98056

RE: Renton, City of, ID#71850  
King County  
Water System Plan  
Submittal #20-0803

Dear Mr. Stahl:

Thank you for submitting the Water System Plan (WSP) for the City of Renton (the City) received in this office on August 4, 2020. We have reviewed the plan and offer the following comments. These comments must be adequately addressed prior to approval of the WSP.

**System Description**

1. Provide a determinations of local government consistency from the City of Renton Planning Dept.
2. King County Utilities Technical Review Committee will review your WSP. Please respond to their issues. Adequate responses to their issues will be necessary in order to receive a WSP Adoption Ordinance from King County.

**Basic Planning Data**

No comments

**System Analysis**

3. Consider including a future Hydraulic Profile Schematic that includes the projects that will be completed in the planning period.

**Water Use Efficiency Program (WUE) and Water Rights Assessment**

4. Respond to any comments and issues Department of Ecology may provide concerning the City's water rights portfolio.



**Source Protection**

No comment

**Water Quality**

**Operations & Maintenance**

5. Does the City have a valve maintenance program? If so, does the valve maintenance program include testing air/vacuum valves? If not, please consider on both counts.

**Distribution Facilities Design and Construction Standards**

6. Appendix K includes DOH form 331-146 Construction Completion Report Form for Submittal Exception Process. It might be appropriate to include DOH form 331-147 Construction Completion Report Form for Distribution Main Projects instead. The types of projects listed on form 331-146 (booster pump station projects for example) must be submitted to the department for review and approval and are not approved for the submittal exception process.
7. It is generally understood that installation of Reduced Pressure Backflow Assemblies (RPBAs) must be above ground to allow for safe and proper drainage. Same for RPDAs. The City takes on great risk by allowing these to be installed in vaults. Consider modifying or eliminating standard plans that show RPBAs or RPDAs in buried vaults.

**Improvement Program**

No comment

**Financial Planning**

No comment

**Other Documentation**

8. Provide a PE Stamp with the final WSP.
9. The water system must meet the consumer input process outlined in WAC 246-290-100(8). Please include documentation of a consumer meeting discussing the WSP, prior to DOH approval of the WSP.
10. Prior to DOH approval, the City's governing body must approve and adopt the WSP.
11. A signed SEPA Checklist and DNS was included with the draft WSP.
12. Include any comments from adjacent purveyors and the District's response to those comments.

**Closing**

We hope that you have found these comments to be clear, constructive and helpful in the development of your final draft WSP. We ask that you submit the revised WSP on or before **February 6, 2021**. In order to expedite the review of your revised submittal, please include a

Renton, City of  
November 6, 2020  
Page 3

cover letter summarizing how each of the above comments was addressed in the revised WSP and where each response is located (i.e., page numbers, Appendices, etc.)

Regulations establishing a schedule of fees for review of planning, engineering, and construction documents have been adopted (WAC 246-290-990). The total cost is **\$5484.00**. An itemized invoice for the review of this project has been sent to the primary contact on file for your water system. Please note that this fee covers our current review and one more submittal for this project. If additional submittals are required, then an invoice for additional fees will be included with our final approval letter. Please remit complete payment in the form of a check or money order within thirty days of the date of this letter in the enclosed envelope or mail payment to: **WSDOH, Revenue Section, PO Box 1099, Olympia WA 98507-1099.**

Thank you again for submitting your revised Water System Plan for our review. If you have any comments or questions concerning our review, please contact me.

Sincerely,



Richard Rodriguez  
Regional Planner  
Northwest Drinking Water Operations  
(253) 395-6771



Brietta Carter, PE  
Regional Engineer, DOH  
Northwest Drinking Water Operations  
(253) 395-6770

Enclosure (invoice)

cc: Jay Cook, WSDOE – NWRO  
Jae Hill, King County UTRC  
Lara Kammereck, P.E., Carollo Engineers

**Katie Nolan**

**Subject:** FW: Comment Letter on 2019 Water System Plan Draft (DOH Submittal #20-0803)

**From:** Wood, Doug (ECY) <[DWO0461@ECY.WA.GOV](mailto:DWO0461@ECY.WA.GOV)>

**Sent:** Thursday, August 13, 2020 3:21 PM

**To:** Abdoul Gafour <[Agafour@Rentonwa.gov](mailto:Agafour@Rentonwa.gov)>

**Cc:** Rodriguez, Richard (DOH) <[Richard.Rodriguez@DOH.WA.GOV](mailto:Richard.Rodriguez@DOH.WA.GOV)>

**Subject:** Comment Letter on 2019 Water System Plan Draft (DOH Submittal #20-0803)

August 14, 2020

Abdoul Gafour, Manager  
City Renton Water Utility Engineering  
1055 South Grady Way  
Renton, WA 98057

RE: Water System Plan Comment Letter  
City of Renton – 2019 Water System Plan (DOH Submittal #20-0803)

Dear Mr. Gafour:

Thank you for the opportunity to review the City of Renton 2019 Water System Plan (WSP), dated March 2020 and received by Ecology on August 10, 2020. Consistent with the Memorandum of Understanding between the Department of Health (DOH) and Department of Ecology (Ecology), regarding joint review and approval of WSPs, this letter is being sent to your office with Ecology's comments. Specific elements of the WSP review included the Water Rights Self-Assessment as well as additional water rights documentation, including Ecology's water right files and previous City of Renton WSPs and project reports, as applicable.

My review did not reveal any major issues of concern with the WSP and supplemental documentation. There are however a few lesser issues that should be addressed.

The terms used to identify the city's water rights were not the same as those used in Ecology's database, which made it difficult to access files for review.

Since 1971 Ecology has referenced water rights using what are referred to as tracking numbers. This system removes issues with duplication of certificate numbers for surface and groundwater rights issued prior to 1971 and with 1945 groundwater claims/declarations. The table below provides a list of Renton's thirteen (13) certificates and four (4) permits, including the tracking numbers, as found in Ecology's databases.

Table 1. City of Renton Water Rights

Certificate	Tracking #	Source	Priority	Qi <sub>GPM</sub>	Qi <sub>CFS</sub>	Qa <sub>A</sub>	Qa <sub>NA</sub>
SWC 463	S1-*02983C	Springbrook Creek	17-May-30	1,032	2.30	1,650	
GWC 884-D	G1-*00814S	Well 4	01-Nov-42	170		273.5	
GWC 886-D	G1-*00816S	RW-1	01-Jan-44	1,040		1,676	
GWC 887-D	G1-*00817S	RW-2	01-Jan-44	1,040		838	
GWC 3591-A	G1-*03040C	PW-5A	18-Feb-53	1,300		2,000	
GWC 5838-A	G1-*08042C	RW-1	14-Apr-66	960			1,536
GWC 5835-A	G1-*08040C	RW-3	14-Apr-66	1,600			2,560
GWC 5836-A	G1-*08041C	RW-1, 2, 3	14-Apr-66	1,960			3,136
GWC 5834-A	G1-*08039C	PW-5A	14-Apr-66	200		320	
GWC 6775-A	G1-*09349C	PW-8	01-Apr-68	3,000		4,532	307
GWC 6776-A	G1-*09985C	PW-8	21-Jan-69	500		800	
G1-20605C	G1-20605C	Infiltration Gallery	03-May-73	1,050		1,680	

Certificate	Tracking #	Source	Priority	Qi <sub>GPM</sub>	Qi <sub>CFS</sub>	Qa <sub>A</sub>	Qa <sub>NA</sub>
G1-24191C	G1-24191C	PW-9	18-Oct-82	1,300		1,040	
G1-24781P	G1-24781P	PW-11	02-Jan-86	1,600			1,792
G1-24782P	G1-24782P	PW-12	02-Jan-86	1,600			1,792
G1-25396P	G1-25396P	PW-11	13-Feb-89	900			1,008
G1-25397P	G1-25397P	PW-17	23-Feb-89	1,500			1,680
<b>Totals</b>				<b>20,752</b>		<b>14,809.5</b>	<b>13,811</b>

Qi<sub>GPM</sub> = Pumping Rate in Gallons per Minute

Qi<sub>CFS</sub> = Original SW Qi in Cubic Feet per Second

Qa<sub>A</sub> = Additive (Primary) Annual Quantity in Acre-Feet per Year

Qa<sub>NA</sub> = Non-Additive (Supplemental) Annual Quantity in Acre-Feet per Year

Also, please note that there is a typo in section 6.4.2 on page 6-5 states there are five (5) permits when only four (4) are shown in Table 6.2 on page 6.7. Ecology found that there are currently only four (4) permits in the Renton water rights portfolio.

Please contact me with any questions you may have at (425) 649-7077 or by email at [Doug.Wood@ecy.wa.gov](mailto:Doug.Wood@ecy.wa.gov).

Sincerely,

Douglas H. Wood, M.S., P.Geo., LHG  
Hydrogeologist and Permitting Specialist  
Water Resources Program

ecc: Richard Rodriguez, Department of Health



*This communication is a public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.*

**From:** [Hill, Jae](#)  
**To:** [Katie Nolan](#)  
**Subject:** RE: Draft Renton WSP Comments  
**Date:** Thursday, December 03, 2020 12:14:05 PM  
**Attachments:** [Renton Initial Comments 2020-0916 signed.pdf](#)

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**CAUTION:** This email originated from outside the City of Renton. Do not click links, reply or open attachments unless you know the content is safe.

Hi Katie,

There were no additional comments from the UTRC added to the 9/16 draft letter, so it can be considered the final comments of the UTRC.

We request that, when you resubmit, you include a letter that addresses these points (even though some were explained on the record at UTRC) and as applicable where the information can be found in the revised plan. We also ask that, if you've made significant or important changes based on review from other organizations, that you identify those and direct us to them in the new version as well.

Thanks,

Jae Hill, AICP, CFM  
Principal Planner | Utilities Technical Review Committee  
King County Dept. of Local Services  
[jhill@kingcounty.gov](mailto:jhill@kingcounty.gov)  
o: 206-263-5690 | m: 206-485-6499

**PLEASE NOTE**– King County Permitting is **temporarily suspending lobby services in our Snoqualmie and Vashon Island offices**. For details of available and alternative services, please read our [customer service bulletin](#)

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**From:** Katie Nolan <KNolan@Rentonwa.gov>  
**Sent:** Thursday, November 19, 2020 11:32 AM  
**To:** Hill, Jae <jhill@kingcounty.gov>  
**Subject:** RE: Draft Renton WSP Comments

[EXTERNAL Email Notice! ] External communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Hi Jae,

Renton is in the process of finalizing the comments log for our 2019 Water System Plan Update. I just wanted to follow up with you to see if UTRC would be issuing a revised list of comments based on our discussion during the September 16 skype meeting.

Thank you,

Katie Nolan (she/her)

Water Utility Engineering, PW  
City of Renton  
(425) 430-7335 (desk)

The best way to reach me is by email. I am currently teleworking and have limited access to my desk phone.

---

**From:** Hill, Jae <[jhill@kingcounty.gov](mailto:jhill@kingcounty.gov)>  
**Sent:** Thursday, September 10, 2020 2:55 PM  
**To:** Katie Nolan <[KNolan@Rentonwa.gov](mailto:KNolan@Rentonwa.gov)>  
**Subject:** Draft Renton WSP Comments

Katie,

Attached is a draft comment letter that the UTRC will deliberate on at next week's meeting. Included are a combination of comments, questions, and requests based on my review and analysis.

Please note that you don't need to have materials prepared or submitted before the meeting. You'll have an opportunity to obtain clarification, and to provide any answers that are readily available.

Also note that the UTRC may make changes/additions/subtractions to this letter at the meeting, or after.

Please forward this along to your team. We look forward to discussing next Wednesday.

Regards,

Jae Hill, AICP, CFM  
Principal Planner | Utilities Technical Review Committee  
King County Dept. of Local Services  
[jhill@kingcounty.gov](mailto:jhill@kingcounty.gov)  
o: 206-263-5690 | m: 206-485-6499

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## King County

### Utilities Technical Review Committee

Department of Local Services

35030 SE Douglas St #210

Snoqualmie, WA 98065

[www.kingcounty.gov](http://www.kingcounty.gov)

## City of Renton Water System Plan Review – Initial Comments

September 16, 2020

Katie Nolan

[sent via email only]

On June 30, 2020, the King County Utilities Technical Review Committee (UTRC) received a water system plan for review from the City of Renton. On September 16, 2020, the UTRC held an open public meeting and deliberated the plan content. The Committee agreed that the plan is thorough and very well prepared. The UTRC requests the following changes or clarifications before advancing the plan to the King County Council for approval:

- We request city limits to be shown on all maps, to better identify which areas are subject to City jurisdiction, and which are unincorporated county.
- Figure ES.1 and 1.3 – Service Area Map – The service area and future service area are shown as overlapping in the southern portion of Skyway-West Hill. Please clarify.
- Figure ES.1 and 1.3 – Service Area Map – Areas depicted as “Urban Growth Boundary” should be correctly labeled as “Potential Annexation Areas” or “Unincorporated County.”
- Figure ES.2 and 2.1 – Water Facility Locations – There is no pressure zone in the northeast corner, nor infrastructure in much of the western portion of the Earlington 370 pressure zone.
- Figures 3.1 and 3.2 – Maps should show zoning and land use of future service areas as well as the current service areas.
- Figure 3.2 – Future Land Use Based on Zoning – The map is correct in showing the areas in UKC in the southern end of SWH as SF land use, but many of them can be redeveloped to yield 3-4 units.
- Figure 3.8 – Historical Consumption Trends by Customer Category – The bottom grouping shows two customers decreasing by nearly 5% and one increasing by 8% but it is unclear which number goes with which customer, and the 8% number seems like a very large change compared to what the lines are showing.
- Table 3.9 – What explains the significant drop in connections from 2009-2010?
- Table 3.11 – Portions of the Earlington 370 zone (and adjacent West Hill zone) are currently large-lot single-family zoning or multi-family that may redevelop and quadruple the number of units. Would such growth be supported with minimal impacts to planning forecasts?
- Question: Does the City have a program of providing reduced rates for seniors or low-income property owners or renters?
- Question: Skyway Water and Sewer is capped at 300,000 gallons. Is there an overage charge to Skyway if they exceed?
- Table 3.17 ERU Projections – Why does the medium demand scenarios exceed the high demand scenario?

- 5.3.1.6 Urban Growth Area – The Urban Growth Area is different from the Potential Annexation Areas. PAAs may be annexed to the City, while the Urban Growth Area is a regional boundary. Please use PAAs instead.
- 5.3.1.16 Water Service to Properties in King County – Please clarify this section. We’re unclear by what a “developed area within unincorporated King County that is within the City’s RSA. However, there are three additional areas outside of the RSA served by Renton Water...”
- 5.3.1.2 – Service Availability – Is there a definition or decision criteria of “timely and reasonable” used by Renton?
- 7.3.3.3 – West Hill 495 Storage Recommendation – Is the only solution to reduce the operating band? Is this suitable for future growth in the associated pressure zones?
- 9.4.7.2 – Water Conservation Program Implementation – Given the large non-English-speaking population in the area, are there such materials available in additional languages or simplified English?
- Its unclear, given the resolution of maps such as 9.4 (CIP Specific Project Priority) where the current service boundaries and infrastructure are in relationship to properties on S 134<sup>th</sup> St between S Langston Rd and SW Sunset Blvd. Given King County’s ongoing Skyway-West Hill Subarea Planning process, we request a specific map for this area to aid in discussions about land use planning in the area.

The UTRC thanks you for the opportunity to review and comment. We look forward to seeing a completed plan.

Regards,



Jae Hill, AICP, CFM  
Principal Planner | Chair of the Utilities Technical Review Committee  
King County Dept. of Local Services  
[jhill@kingcounty.gov](mailto:jhill@kingcounty.gov)  
o: 206-263-5690

# SOOS CREEK WATER & SEWER DISTRICT

---

14616 S.E. 192nd St. • Renton, WA 98058-9420 • Phone (253) 630-9900 • Fax (253) 630-5289

August 26, 2020

Katie Nolan, Project Manager  
City of Renton  
1055 S. Grady Way  
Renton, WA 98075

VIA email: [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov)

Re: Water System Plan Update – Agency Review Draft Dated March 2020

Dear Ms. Nolan:

Thank you for the opportunity to review the City's Agency Review Draft of the Water System Plan Update. We provide the following comments for your consideration:

#### Chapter 1, Section 1.7 – Existing Service Characteristics and Figure 1.4

It is noted the City is considering revisions to the boundary line with the District. It is unclear in Figure 1.4 what is under consideration. Please provide clarification on the City's intent for revisions.

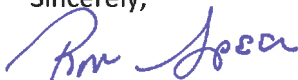
It is also noted that the City does not propose, under this Water System Plan Update, these revisions be implemented, just noted for future consideration.

#### General Water Service Boundary

In order to confirm that both the City and District's Water Service Boundaries align, we request the City share its GIS Shapefile so it can be overlaid with the District's boundary to avoid any future conflicts.

Thank you again for the opportunity to review the City's Water System Plan Update. Should you have any questions, please feel free to contact me at 253.630.9900.

Sincerely,



Ron Speer, MPA  
General Manager

**From:** [Bauer, Sean](#)  
**To:** [Katie Nolan](#)  
**Subject:** RE: City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft  
**Date:** Tuesday, July 21, 2020 8:27:55 AM  
**Attachments:** 0478 001.pdf

---

Hi Katie;

Attached is our completed Local Consistency Form. Let me know if you need anything else. I don't have any comments on the plan, looks good to me.

Thanks.

**Sean M. Bauer**, *Water System Manager*

Water Division | Public Works Department  
220 Fourth Avenue South, Kent, WA 98032  
Phone **253-856-5610** | Cell **253-740-7089**  
[sbauer@kentwa.gov](mailto:sbauer@kentwa.gov)

**CITY OF KENT, WASHINGTON**

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PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS E-MAIL

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**From:** Katie Nolan [mailto:KNolan@Rentonwa.gov]  
**Sent:** Friday, June 26, 2020 6:55 PM  
**To:** Bauer, Sean <SBauer@kentwa.gov>  
**Subject:** City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft

**EXTERNAL EMAIL**

Hi Mr. Bauer,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [COR Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

Additionally, as you may know, we are required to obtain a consistency review for our water service area from local governments with jurisdiction. I have attached the Local Government Consistency Determination Form and we ask that you please return the completed form,

which will be included in the final approved plan.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

*\*Please note that the download may take several minutes due to the large file size\**

Attachment: DOH Local Government Consistency Determination Form

# Local Government Consistency Determination Form

Water System Name: City of Renton PWS ID: 71850L

Planning/Engineering Document Title: 2019 Water System Plan Update Plan Date: March 2020 Draft

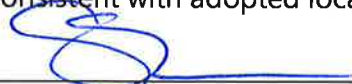
Local Government with Jurisdiction Conducting Review: CITY OF RENTON

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

By signing this form, the local government reviewer confirms the document under review is consistent with applicable local plans and regulations. If the local government reviewer identifies an inconsistency, he or she should include the citation from the applicable comprehensive plan or development regulation and explain how to resolve the inconsistency, or confirm that the inconsistency is not applicable by marking N/A. See more instructions on reverse.

Local Government Consistency Statement	For use by water system	For use by local government
	Identify the page(s) in submittal	Yes or Not Applicable
a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the service area.	3-1 to 3-6	Not Applicable
b) The <u>growth projection</u> used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	3-38 to 3-49	Not Applicable
c) For <u>cities and towns that provide water service</u> : All water service area policies of the city or town described in the plan conform to all relevant <u>utility service extension ordinances</u> .	5-3 to 5-5	Not Applicable
d) <u>Service area policies</u> for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area.	5-3 to 5-5	Not Applicable
e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans.		Not Applicable

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

  
Signature

7/21/2020  
Date

SEAN BAUER, WATER SYSTEM MANAGER, LOCAL GOVERNMENT  
Printed Name, Title, & Jurisdiction

## Consistency Review Guidance

### ***For Use by Local Governments and Municipal Water Suppliers***

This checklist may be used to meet the requirements of WAC 246-290-108. When using an alternative format, it must describe all of the elements; 1a), b), c), d), and e), when they apply.

For **water system plans (WSP)**, a consistency review is required for the service area and any additional areas where a municipal water supplier wants to expand its water right's place of use.

For **small water system management programs**, a consistency review is only required for areas where a municipal water supplier wants to expand its water right's place-of-use. If no water right place-of-use expansion is requested, a consistency review is not required.

For **engineering documents**, a consistency review is required for areas where a municipal water supplier wants to expand its water right's place-of-use (water system plan amendment is required). For noncommunity water systems, a consistency review is required when requesting a place-of-use expansion. All engineering documents must be submitted with a service area map (WAC 246-290-110(4)(b)(ii)).

- A) Documenting Consistency:** The planning or engineering document must include the following when applicable.
- a) A copy of the adopted **land use/zoning** map corresponding to the service area. The uses provided in the WSP should be consistent with the adopted land use/zoning map. Include any other portions of comprehensive plans or development regulations that relate to water supply planning.
  - b) A copy of the **growth projections** that correspond to the service area. If the local population growth projections are not used, explain in detail why the chosen projections more accurately describe the expected growth rate. Explain how it is consistent with the adopted land use.
  - c) Include water service area policies and show that they are consistent with the **utility service extension ordinances** within the city or town boundaries. *This applies to cities and towns only.*
  - d) All **service area policies** for how new water service will be provided to new customers.
  - e) **Other relevant elements** the Department of Health determines are related to water supply planning. See Local Government Consistency – Other Relevant Elements, Policy B.07, September 2009.
- B) Documenting an Inconsistency:** Please document the inconsistency, include the citation from the comprehensive plan or development regulation, and explain how to resolve the inconsistency.
- C) Documenting a Lack of Local Review for Consistency:** Where the local government with jurisdiction did not provide a consistency review, document efforts made and the amount of time provided to the local government for review. Please include: name of contact, date, and efforts made (letters, phone calls, and emails). To self-certify, please contact the DOH Planner.

The Department of Health is an equal opportunity agency. For persons with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TTY 1-800-833-6388).

**From:** [Cynthia Lamothe](#)  
**To:** [Katie Nolan](#)  
**Subject:** RE: City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft  
**Date:** Monday, August 31, 2020 7:23:59 PM  
**Attachments:** [City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx](#)

---

Hi Katie, Please see the attached spreadsheet with comments. Please feel free to call me if you have any questions or need more detail.

Thank you,  
Cynthia Lamothe | General Manager  
Skyway Water & Sewer District | 6723 S 124th Street | Seattle WA 98178  
T 206-772-7343 | F 206-772-5860

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**From:** Cynthia Lamothe  
**Sent:** Monday, August 31, 2020 10:31 AM  
**To:** Katie Nolan <[KNolan@Rentonwa.gov](mailto:KNolan@Rentonwa.gov)>  
**Subject:** RE: City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft

Hi Katie, Hope you are doing okay. We are in the process of reviewing the Plan and I'm checking to see if your review deadline has been extended and/or if you've already received comments from DOH or when you expect them.

Thanks!  
Cynthia Lamothe | General Manager  
Skyway Water & Sewer District | 6723 S 124th Street | Seattle WA 98178  
T 206-772-7343 | F 206-772-5860

**E-mail Notice.** This e-mail and any attachments and replies are considered public documents and are subject to public disclosure under the Public Records Act. If you are not the intended recipient, please delete the e-mail and notify the sender.

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**From:** Katie Nolan <[KNolan@Rentonwa.gov](mailto:KNolan@Rentonwa.gov)>  
**Sent:** Tuesday, June 30, 2020 4:30 PM  
**To:** Cynthia Lamothe <[cynthial@skywayws.org](mailto:cynthial@skywayws.org)>  
**Subject:** RE: City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft

Excel is perfect! Appreciate it!

-Katie

---

**From:** [Cynthia Lamothe](#)  
**Sent:** Tuesday, June 30, 2020 3:14 PM  
**To:** [Katie Nolan](#)  
**Subject:** RE: City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft

Hi Katie, Sorry you're furloughed, but I understand the city's challenge. I can easily setup a spreadsheet based on your screen shot below and we typically use Microsoft Excel Worksheet (.xlsx). Will that be okay or would you prefer to send me a log you've prepared?  
Thank you,  
Cynthia Lamothe | General Manager



Skyway Water & Sewer District | 6723 S 124th Street | Seattle WA 98178  
T 206-772-7343 | F 206-772-5860

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**From:** Katie Nolan <[KNolan@Rentonwa.gov](mailto:KNolan@Rentonwa.gov)>  
**Sent:** Tuesday, June 30, 2020 11:16 AM  
**To:** Cynthia Lamothe <[cynthial@skywayws.org](mailto:cynthial@skywayws.org)>  
**Subject:** RE: City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft

Hi Cynthia,  
My apologies for not getting back to you yesterday. Through the end of July, I am out Mondays on furlough to help respond to the economic challenges the City is facing from COVID-19. Our maintenance crews are working normal schedules, but taking similar safety precautions such as self-screenings and face coverings.  
I really appreciate your response and question - a spreadsheet format would work great for us because we will compile all comments into a spreadsheet for the final plan, similar to the 2012 WSP comment log shown below. Noting the page or section for each comment would be very helpful for our reference.

Comment Log Comprehensive Water Plan City of Renton						
#	Comment Source	Chapter	Section / Page	Comment	Response	Responder
<b>Existing System Description</b>						
1	DOH	1	Figure 1-1	The Department does not have record of a water system with the name <u>Wasmeta</u> Park. It appears this may be a system called Maplewood Addition Water Coop, ID 51400. Please clarify.	<u>Comment:</u> <u>Plan Changes:</u>	JDW, Renton
2	DOH	2	Para 2.4	Text indicates that Wall 4 (S06) is	<u>Comment:</u>	IDW, Renton

Feel free to reach out with any other questions!  
Thank you so much! I hope all is well.  
Katie Nolan  
Water Utility Engineer, PW  
(425) 430-7335  
The best way to reach me is by email. I am currently teleworking and have limited access to my work phone.

---

**From:** Cynthia Lamothe <[cynthial@skywayws.org](mailto:cynthial@skywayws.org)>  
**Sent:** Monday, June 29, 2020 9:00 AM  
**To:** Katie Nolan <[KNolan@Rentonwa.gov](mailto:KNolan@Rentonwa.gov)>  
**Subject:** RE: City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft

Hi Katie, I hope you're doing well. Our office has been working remotely and split shifts. After slowly ramping up, today is the first day that our entire staff is back at the office, with self-screening and appropriate PPE. However, our lobby remains closed to walk-in traffic.  
I was able to download the plan and appendices. Before we begin review, is there a certain format you prefer the comments to be provided in, such as a spreadsheet with columns for paragraph reference, comment, and response or simply in letter format? If there is a format you prefer, please let me know. Otherwise, we are likely to provide them in spreadsheet format.  
Thank you,  
Cynthia Lamothe | General Manager

Skyway Water & Sewer District | 6723 S 124th Street | Seattle WA 98178  
T 206-772-7343 | F 206-772-5860

**E-mail Notice.** This e-mail and any attachments and replies are considered public documents and are subject to public disclosure under the Public Records Act. If you are not the intended recipient, please delete the e-mail and notify the sender.

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**From:** Katie Nolan <[KNolan@Rentonwa.gov](mailto:KNolan@Rentonwa.gov)>  
**Sent:** Friday, June 26, 2020 6:55 PM  
**To:** Cynthia Lamothe <[cynthial@skywayws.org](mailto:cynthial@skywayws.org)>  
**Subject:** City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft

Hi Cynthia,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [COR Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

**\*Please note that the download may take several minutes due to the large file size\***

Skyway Water and Sewer District				CJL 8-31-2020		
Comment Log						
Comprehensive Water Plan						
City of Renton						
#	Comment Source	Chapter	Section/Page	Comment	Response	Responder
1	SWSD	ES	ES-1	ES.1 Add space in "next10" in the 2nd paragraph		
2	SWSD	ES	ES-3/Figure ES.3	Revisions are needed to the piping configuration between the Dimmitt BPS and the Skyway Zones 480 & 550.		
3	SWSD	2	2-3/Figure 2.1	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
4	SWSD	2	2-5/Figure 2.2	Revisions are needed to the piping configuration between the Dimmitt BPS and the Skyway Zones 480 & 550.		
5	SWSD	2	2-14/2.2.2.9	Reconcile reference to Dimmitt BPS intertie (single intertie) and Table 2.3 with hydraulic profile indicating 3 intertie points.		
6	SWSD		3-12/3.3.2	Largest consumers - please clarify which categories Skyway and other largest consumers were subtracted from for analysis purposes.		
7	SWSD	3	3-21/Figure 3.9	Please check Skyway Wholesale consumption for 2010. Our records indicate approximately 141,840 gpd consumed.		
8	SWSD	3	3-35/Table 3.9	Historical Number of ERU's by Customer Category		
9	SWSD	3	3-39/3.5.1	Is the Demand Projection Methodology as described in this section intended to account for potential increased demand from Skyway?		
10		3	3-41/3.5.2.1	In the second paragraph, first line, "selected and ERU" should be "selected an ERU".		
11	SWSD	5	5-8/5.3.2.7	Would the City's existing emergency intertie/agreement with Skyway be considered to "serve its existing customers"?		
12	SWSD	6	6-25/Figure 6.1	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
13	SWSD	6	6-28/Table 6.10	Dimmitt BPS has an emergency generator, so it seems like the Reliable Capacity would be 1,600 gpm.		
14	SWSD	7	7-3/Figure 7.1	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
15	SWSD	7	Chapter 7	Confirm that the Storage Capacity quantities allocated to Skyway in the Contract for Water Supply and Joint Storage and Transmission (CAG-93-097) are accounted for in the storage analysis.		

16	SWSD	7	7-6/7.3.1.1	The 2nd paragraph either has an apotrophe that's not needed or is mssing text (...determined from the hydraulic model' supply sources on and off settings.)		
17	SWSD	7	7-11/Figure 7.3	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
18	SWSD	7	7-21/Figure 7.4	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
19	SWSD	7	7-25/Figure 7.5	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
20	SWSD	7	7-27/Figure 7.6	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
21	SWSD	7	7-29/Figure 7.7	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
22	SWSD	7	7-35/Figure 7.9	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
23	SWSD	7	7-37/Figure 7.10	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
24	SWSD	7	7-45/Figure 7.12	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
25	SWSD	7	7-47/Figure 7.13	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
26	SWSD	7	7-49/Figure 7.14	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
27	SWSD	7	7-57/Figure 7.15	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
28	SWSD	7	7-65/Figure 7.17	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
29	SWSD	7	7-75/Figure 7.18	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
30	SWSD	7	7-77/Figure 7.19	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
31	SWSD	9	9-19/Figure 9.3	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
32	SWSD	9	9-21/Figure 9.4	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		

33	SWSD	9	9-23/Figure 9.5	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		
34	SWSD	9	9-25/Figure 9.6	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)		

**From:** [Steve Osguthorpe](#)  
**To:** [Katie Nolan](#)  
**Cc:** [Jeff Brauns](#); [Patrick](#)  
**Subject:** RE: City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft  
**Date:** Saturday, June 27, 2020 7:05:57 AM

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Dear Ms. Nolan:

Thank you for providing notice of Renton's water system plan. It does not appear that the plan overlaps into the City of Newcastle jurisdictional boundaries (Newcastle's water is provided by Coal Creek Utility District). I am therefore not sure if the Local Government Consistency Determination Form you are asking me to complete and return to you is relevant to Newcastle. Unless I hear otherwise from you, I will assume that it is not relevant and will not be returning the form. If there are specific issues you would like us to review or respond to, please let me know and I'll try to coordinate the response you need.

Again, thank you for keeping us informed. It is very much appreciated.

**Steve Osguthorpe, AICP**

**Community Development Director (425) 649.4143 Ext. 112**

City of Newcastle | 12835 Newcastle Way, Suite 200, Newcastle, WA 98056-1316

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**From:** Katie Nolan [mailto:KNolan@Rentonwa.gov]  
**Sent:** Friday, June 26, 2020 6:56 PM  
**To:** Steve Osguthorpe <SteveO@newcastlewa.gov>  
**Subject:** City of Renton 2019 Water System Plan Update - Transmittal of Agency Review Draft

Hi Mr. Osguthorpe,

The City of Renton's 2019 Water System Plan Update is available for review and comment. This Water System Plan has been transmitted to the Washington State Department of Health, King County, and adjacent water systems for their review in accordance with WAC 246-290. Given the 2019 Novel Coronavirus situation, we are providing an electronic pdf version, which can be downloaded from our website at [COR Water Utility Engineering](#).

If you have any comments after your review of the draft Water System Plan, please provide them to me in writing no later than August 31, 2020. Upon receipt of comments from DOH, the City will promptly revise the plan as necessary and resubmit it to DOH for final approval. Comments received after August 31, 2020 may not be addressed in the final version.

Additionally, as you may know, we are required to obtain a consistency review for our water service area from local governments with jurisdiction. I have attached the Local Government Consistency Determination Form and we ask that you please return the completed form, which will be included in the final approved plan.

If you have any questions, please contact me by email [knolan@rentonwa.gov](mailto:knolan@rentonwa.gov). I will be

teleworking throughout the review period and have limited access to my work phone.

Sincerely,

Katie Nolan  
Project Manager  
Water Utility Engineering, PW  
City of Renton  
(425) 430-7335

*\*Please note that the download may take several minutes due to the large file size\**

Attachment: DOH Local Government Consistency Determination Form











Chapter 3 - Planning Data, and Water Demand Forecasts

Project Name: Water System Plan Update

Client: City of Renton

Date Last Updated: 2/12/2021

Comment No.	Section/Page	Comment By	Comment	Response	Change to Plan	Reference Docs	Person Responsible	Status of Change
1	3-12/3.3.2	SWSD	Largest consumers - please clarify which categories Skyway and other largest consumers were subtracted from for analysis purposes.	Noted, calcs will be checked and revised as needed.	Changes will be made if needed.	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
2	3-21/Figure 3.9	SWSD	Please check Skyway Wholesale consumption for 2010. Our records indicate approximately 141,840 gpd consumed.	Data shows Skyway Wholesale consumption for 2010 is 64,040 CCF (131,000 gpd). Figure 3.9 can be updated to reflect records from Skyway.	The Skyway Wholesale consumption will be updated for 2010 in Figure 3.9.	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
3	3-35/Table 3.9	SWSD	Historical Number of ERU's by Customer Category	No apostrophe needed in ERUs	Change will be made.	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
4	3-39/3.5.1	SWSD	Is the Demand Projection Methodology as described in this section intended to account for potential increased demand from Skyway?	No, the demand projection methodology for the largest consumer demands is outlined in Section 3.5.2.6.	No change.	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
5	3-41/3.5.2.1	SWSD	In the second paragraph, first line, "selected and ERU" should be "selected an ERU".	Noted.	Typo will be fixed.	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
6	Figure 3.8	COR	Add labels for industrial, other, government	Noted.	Change will be made.	<a href="#">FW_Draft Renton WSP Comments.msg</a>	Aurelie	Completed
7	Section 3.3.3.1	COR	Text edits	Noted.	Change will be made.	<a href="#">FW_Draft Renton WSP Comments.msg</a>	Aurelie	Completed
8	Section 3.4	COR	could we add a table that shows population data per pressure zone  maybe just for 2017, 2030, and 2040?  would be a helpful table to reference for other projects	Noted, we can use the PSRC data and create a population and employment increase table	Tables will be added in the chapter.	<a href="#">FW_Draft Renton WSP Comments.msg</a>	Natalie	Completed
9	Table 3.18	COR	DP format - move ADD on first line	Noted.	Change will be made.	<a href="#">FW_Draft Renton WSP Comments.msg</a>	Aurelie	Completed
10	Table 3.19	COR	DP format - move ADD on first line	Noted.	Change will be made.	<a href="#">FW_Draft Renton WSP Comments.msg</a>	Aurelie	Completed







Project Name: Water System Plan Update

Client: City of Renton

Date Last Updated: 2/12/2021

Chapter 6 - Water Supply, Water Rights, and Water Quality

Comment No.	Section/Page	Comment By	Comment	Response	Change to Plan	Reference Docs	Person Responsible	Status of Change																																																																																																																																																								
1	6-25/Figure 6.1	SWSD	Revise location of Skyway Intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 6.1 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed																																																																																																																																																								
2	6-28/Table 6.10	SWSD	Dimmitt BPS has an emergency generator, so it seems like the Reliable Capacity would be 1,600 gpm.	Because Dimmitt BPS is considered an emergency source, it is not considered as reliable capacity.	No change.	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed																																																																																																																																																								
3			<p>The terms used to identify the city's water rights were not the same as those used in Ecology's database, which made it difficult to access files for review.</p> <p>Since 1971 Ecology has referenced water rights using what are referred to as tracking numbers. This system removes issues with duplication of certificate numbers for surface and groundwater rights issued prior to 1971 and with 1945 groundwater claims/declarations. The table below provides a list of Renton's thirteen (13) certificates and four (4) permits, including the tracking numbers, as found in Ecology's databases.</p> <p><b>Table 1. City of Renton Water Rights</b></p> <table border="1"> <thead> <tr> <th>Certificate</th> <th>Tracking #</th> <th>Source</th> <th>Priority</th> <th>Q<sub>perm</sub></th> <th>Q<sub>orig</sub></th> <th>Q<sub>add</sub></th> <th>Q<sub>non-add</sub></th> </tr> </thead> <tbody> <tr><td>SWC 463</td><td>S1-02983C</td><td>Springbrook Creek</td><td>17-May-30</td><td>1,032</td><td>2.30</td><td>1,650</td><td></td></tr> <tr><td>GWC 884-D</td><td>G1-00814S</td><td>Well 4</td><td>01-Nov-42</td><td>170</td><td></td><td>273.5</td><td></td></tr> <tr><td>GWC 886-D</td><td>G1-00816S</td><td>RW-1</td><td>01-Jan-44</td><td>1,040</td><td></td><td>1,676</td><td></td></tr> <tr><td>GWC 887-D</td><td>G1-00817S</td><td>RW-2</td><td>01-Jan-44</td><td>1,040</td><td></td><td>838</td><td></td></tr> <tr><td>GWC 3591-A</td><td>G1-03040C</td><td>PW-5A</td><td>18-Feb-53</td><td>1,300</td><td></td><td>2,000</td><td></td></tr> <tr><td>GWC 5838-A</td><td>G1-08042C</td><td>RW-1</td><td>14-Apr-66</td><td>960</td><td></td><td></td><td>1,536</td></tr> <tr><td>GWC 5835-A</td><td>G1-08040C</td><td>RW-3</td><td>14-Apr-66</td><td>1,600</td><td></td><td></td><td>2,560</td></tr> <tr><td>GWC 5836-A</td><td>G1-08041C</td><td>RW-1, 2, 3</td><td>14-Apr-66</td><td>1,960</td><td></td><td></td><td>3,136</td></tr> <tr><td>GWC 5834-A</td><td>G1-08039C</td><td>PW-5A</td><td>14-Apr-66</td><td>200</td><td></td><td>320</td><td></td></tr> <tr><td>GWC 6775-A</td><td>G1-09349C</td><td>PW-8</td><td>01-Apr-68</td><td>3,000</td><td></td><td>4,532</td><td>307</td></tr> <tr><td>GWC 6776-A</td><td>G1-09985C</td><td>PW-8</td><td>21-Jan-69</td><td>500</td><td></td><td>800</td><td></td></tr> <tr><td>G1-20605C</td><td>G1-20605C</td><td>Infiltration Gallery</td><td>03-May-73</td><td>1,050</td><td></td><td>1,680</td><td></td></tr> <tr><td>G1-24191C</td><td>G1-24191C</td><td>PW-9</td><td>18-Oct-82</td><td>1,300</td><td></td><td>1,040</td><td></td></tr> <tr><td>G1-24781P</td><td>G1-24781P</td><td>PW-11</td><td>02-Jan-86</td><td>1,600</td><td></td><td></td><td>1,792</td></tr> <tr><td>G1-24782P</td><td>G1-24782P</td><td>PW-12</td><td>02-Jan-86</td><td>1,600</td><td></td><td></td><td>1,792</td></tr> <tr><td>G1-25396P</td><td>G1-25396P</td><td>PW-11</td><td>13-Feb-89</td><td>900</td><td></td><td></td><td>1,008</td></tr> <tr><td>G1-25397P</td><td>G1-25397P</td><td>PW-17</td><td>23-Feb-89</td><td>1,500</td><td></td><td></td><td>1,680</td></tr> <tr> <td><b>Totals</b></td> <td></td> <td></td> <td></td> <td><b>20,752</b></td> <td></td> <td><b>14,809.5</b></td> <td><b>13,811</b></td> </tr> </tbody> </table> <p>Q<sub>perm</sub> = Pumping Rate in Gallons per Minute  Q<sub>orig</sub> = Original SW Qi in Cubic Feet per Second  Q<sub>add</sub> = Additive (Primary) Annual Quantity in Acre-Feet per Year  Q<sub>non-add</sub> = Non-Additive (Supplemental) Annual Quantity in Acre-Feet per Year</p>	Certificate	Tracking #	Source	Priority	Q <sub>perm</sub>	Q <sub>orig</sub>	Q <sub>add</sub>	Q <sub>non-add</sub>	SWC 463	S1-02983C	Springbrook Creek	17-May-30	1,032	2.30	1,650		GWC 884-D	G1-00814S	Well 4	01-Nov-42	170		273.5		GWC 886-D	G1-00816S	RW-1	01-Jan-44	1,040		1,676		GWC 887-D	G1-00817S	RW-2	01-Jan-44	1,040		838		GWC 3591-A	G1-03040C	PW-5A	18-Feb-53	1,300		2,000		GWC 5838-A	G1-08042C	RW-1	14-Apr-66	960			1,536	GWC 5835-A	G1-08040C	RW-3	14-Apr-66	1,600			2,560	GWC 5836-A	G1-08041C	RW-1, 2, 3	14-Apr-66	1,960			3,136	GWC 5834-A	G1-08039C	PW-5A	14-Apr-66	200		320		GWC 6775-A	G1-09349C	PW-8	01-Apr-68	3,000		4,532	307	GWC 6776-A	G1-09985C	PW-8	21-Jan-69	500		800		G1-20605C	G1-20605C	Infiltration Gallery	03-May-73	1,050		1,680		G1-24191C	G1-24191C	PW-9	18-Oct-82	1,300		1,040		G1-24781P	G1-24781P	PW-11	02-Jan-86	1,600			1,792	G1-24782P	G1-24782P	PW-12	02-Jan-86	1,600			1,792	G1-25396P	G1-25396P	PW-11	13-Feb-89	900			1,008	G1-25397P	G1-25397P	PW-17	23-Feb-89	1,500			1,680	<b>Totals</b>				<b>20,752</b>		<b>14,809.5</b>	<b>13,811</b>	Table 6.2 was reviewed to confirm that all quantities, priorities, sources, and rates are consistent with Table 1 provided by Ecology. A column for the tracking number and a column for the Original SW Qi in cubic feet per second will be added to Table 6.2 in Chapter 6.	Table will be updated to add tracking number column	<a href="#">FW Comment Letter on 2019 Water System Plan Draft (DOH Submittal #20-0803).msg</a>	Aurelie	Completed
Certificate	Tracking #	Source	Priority	Q <sub>perm</sub>	Q <sub>orig</sub>	Q <sub>add</sub>	Q <sub>non-add</sub>																																																																																																																																																									
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GWC 886-D	G1-00816S	RW-1	01-Jan-44	1,040		1,676																																																																																																																																																										
GWC 887-D	G1-00817S	RW-2	01-Jan-44	1,040		838																																																																																																																																																										
GWC 3591-A	G1-03040C	PW-5A	18-Feb-53	1,300		2,000																																																																																																																																																										
GWC 5838-A	G1-08042C	RW-1	14-Apr-66	960			1,536																																																																																																																																																									
GWC 5835-A	G1-08040C	RW-3	14-Apr-66	1,600			2,560																																																																																																																																																									
GWC 5836-A	G1-08041C	RW-1, 2, 3	14-Apr-66	1,960			3,136																																																																																																																																																									
GWC 5834-A	G1-08039C	PW-5A	14-Apr-66	200		320																																																																																																																																																										
GWC 6775-A	G1-09349C	PW-8	01-Apr-68	3,000		4,532	307																																																																																																																																																									
GWC 6776-A	G1-09985C	PW-8	21-Jan-69	500		800																																																																																																																																																										
G1-20605C	G1-20605C	Infiltration Gallery	03-May-73	1,050		1,680																																																																																																																																																										
G1-24191C	G1-24191C	PW-9	18-Oct-82	1,300		1,040																																																																																																																																																										
G1-24781P	G1-24781P	PW-11	02-Jan-86	1,600			1,792																																																																																																																																																									
G1-24782P	G1-24782P	PW-12	02-Jan-86	1,600			1,792																																																																																																																																																									
G1-25396P	G1-25396P	PW-11	13-Feb-89	900			1,008																																																																																																																																																									
G1-25397P	G1-25397P	PW-17	23-Feb-89	1,500			1,680																																																																																																																																																									
<b>Totals</b>				<b>20,752</b>		<b>14,809.5</b>	<b>13,811</b>																																																																																																																																																									
							Aurelie	Completed																																																																																																																																																								
4			Also, please note that there is a typo in section 6.4.2 on page 6-5 states there are five (5) permits when only four (4) are shown in Table 6.2 on page 6.7. Ecology found that there are currently only four (4) permits in the Renton water rights portfolio.	Noted.	Typo will be updated	<a href="#">FW Comment Letter on 2019 Water System Plan Draft (DOH Submittal #20-0803).msg</a>	Aurelie	Completed																																																																																																																																																								
5		DOE	Respond to any comments and issues DOE may provide concerning the City's water rights portfolio.	Noted.	Edits will be made as needed.	<a href="#">FW Comment Letter on 2019 Water System Plan Draft (DOH Submittal #20-0803).msg</a>	Aurelie	Completed																																																																																																																																																								
6	Table 6.3	COR	Change City of Seattle to SPU	Noted.	Change will be made.	<a href="#">FW Draft Renton WSP Comments.msg</a>	Aurelie	Completed																																																																																																																																																								
7	Table 6.3	COR	Remove supply in type of service	Noted.	Change will be made.	<a href="#">FW Draft Renton WSP Comments.msg</a>	Aurelie	Completed																																																																																																																																																								
8	Table 6.6	COR	we say here that SPU interties are reliable, but Sections 6.13.2.5 & 6.13.2.6 says SPU interties were not included I'm not sure why?	These interties are pumped and the stations do not include back-up power. Therefore, not reliable and not included.	Text will be added to include the assumptions and description.	<a href="#">FW Draft Renton WSP Comments.msg</a>	Aurelie	Completed																																																																																																																																																								
9	Figure 6.1	COR	Update to emergency interties	Noted.	Change will be made.	<a href="#">FW Draft Renton WSP Comments.msg</a>	Aurelie	Completed																																																																																																																																																								
10	Section 6.13.2.1	COR	change 15,250 to 15,150 and 11,750 to 11,650	Noted.	Change will be made.	<a href="#">FW Draft Renton WSP Comments.msg</a>	Aurelie	Completed																																																																																																																																																								



Chapter 7 - System Analysis

Project Name: Water System Plan Update  
Client: City of Renton  
Date Last Updated: 2/12/2021

Comment No.	Section/Page	Comment By	Comment	Response	Change to Plan	Reference Docs	Person Responsible	Status of Change
1	7-3/Figure 7.1	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.1 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
2	Chapter 7	SWSD	Confirm that the Storage Capacity quantities allocated to Skyway in the Contract for Water Supply and Joint Storage and Transmission (CAG-93-097) are accounted for in the storage analysis.	The maximum fire flow required volume between the City and Skyway was considered. Assumption was that no two simultaneous fires will occur.	Skyway Standby volume from contract will be added, recommendation of sharing storage volume between Valley and West Hill will be added. No additional improvements are needed.	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Natalie	Completed
3	7-6/7.3.1.1	SWSD	The 2nd paragraph either has an apotrophe that's not needed or is mssing text (...determined from the hydraulic model' supply sources on and off settings.)	Noted.	Will updated "was" to "were" in second paragraph.	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
4	7-11/Figure 7.3	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.3 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
5	7-21/Figure 7.4	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.4 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
6	7-25/Figure 7.5	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.5 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
7	7-27/Figure 7.6	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.6 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
8	7-29/Figure 7.7	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.7 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
9	7-35/Figure 7.9	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.9 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
10	7-37/Figure 7.10	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.10 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
11	7-45/Figure 7.12	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.12 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
12	7-47/Figure 7.13	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.13 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
13	7-49/Figure 7.14	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.14 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
14	7-57/Figure 7.15	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.15 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed



Chapter 7 - System Analysis

Project Name: Water System Plan Update  
 Client: City of Renton  
 Date Last Updated: 2/12/2021

Comment No.	Section/Page	Comment By	Comment	Response	Change to Plan	Reference Docs	Person Responsible	Status of Change
15	7-65/Figure 7.17	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.17 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
16	7-75/Figure 7.18	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.18 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
17	7-77/Figure 7.19	SWSD	Revise location of Skyway intertie to 115 feet north of So. 116th Street on 80th Ave So. (Figure 3.10 shows the correct location.)	Noted.	Location of Skyway Intertie will be updated in Figure 7.19 so that it makes the location in Figure 3.10	<a href="#">City of Renton 2019 Water Comp Plan - Skyway WSD review comments.xlsx</a>	Aurelie	Completed
18		DOH	Consider including a future hydraulic profile schematic that includes the projects that will be completed in the planning period.	Noted. A future profile will be added to the chapter.	A future system profile will be created and added.	<a href="#">DOH to Stahl_2020-1106L.pdf</a>	Aurelie	Completed
19	General	COR	include the future hydraulic profile?	Yes.	See comment above.	<a href="#">FW Draft Renton WSP Comments.msg</a>	Aurelie	Completed
20	Table 7.2	COR	conflicting with Table 2.4; so double checked as-builts and confirmed height is 36.5 for Rolling Hills 490 tank	Noted. Elevation will be checked.	Elevations will be updated as needed between Table 2.4 and Table 7.2.	<a href="#">FW Draft Renton WSP Comments.msg</a>	Aurelie	Completed
21	Figure 7.5	COR	VMC is not located here. Should be further south near the S Talbot PS	Noted. Location will be verified.	Location will be verified as well as fire flow results.	<a href="#">FW Draft Renton WSP Comments.msg</a>	Aurelie	Completed

The volumes, flow rates, and quantities allocated to the City and the District are as stated in the following table:

PARTICIPANT	SERVICE POPULATION YEAR 2000	MAXIMUM DAY DEMAND (GALLONS)	STORAGE CAPACITY			TOTAL
			EQUALIZING	FIRE (GALLONS)	STANDBY	
CITY	3,400	715,000	165,000	170,000	430,000	765,000
DISTRICT	2,600	546,000	125,000	130,000	330,000	585,000
TOTAL:	6,000	1,261,000	290,000	300,000	760,000	1,350,000









Agency Review Draft - King County UTRC comments

Project Name: Water System Plan Update  
Client: City of Renton  
Date Last Updated: 2/12/2021

Comment No.	Section/Page	Comment By	Comment	Response	Change to Plan	Reference Docs	Person Responsible	Status of Change
	General	King Co. UTRC	We request city limits to be shown on all maps, to better identify which areas are subject to City jurisdiction, and which are unincorporated county.	City limits can be added to all map figures.	Figures will be updated.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	GIS	Completed
	Figure ES.1 and 1.3 - Service Area Map	King Co. UTRC	The service area and future service area are shown as overlapping in the southern portion of Skyway-West Hill. Please clarify.	The City's service area includes the retail service area (RSA), the future service area, and the portion of Skyway that is supplied by Renton wholesale water. The overlapping areas indicate that the area will likely be served by the City in the future (future service area) and that it is within the service area (as defined above).	No changes.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	N/A	Completed
	Figure ES.1 and 1.3 - Service Area Map	King Co. UTRC	Areas depicted as "Urban Growth Boundary" should be correctly labeled as "Potential Annexation Areas" or "Unincorporated County".	Figures will be updated to reflect corrected nomenclature: UGB to Potential Annexation Areas	Figures will be updated.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	GIS	Completed
	Figure ES.2 and 2.1 - Water Facility Locations	King Co. UTRC	There is no pressure zone in the northeast corner, nor infrastructure in much of the western portion of the Earlington 370 pressure zone.	The area referenced is currently a rock quarry (unincorporated KC) and an area developed as a park (owned by KC). Skyway 1999 plan identified areas on the west hill currently served by SPU that the City may take over later in the future.	No change.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	N/A	Completed
	Figures 3.2 and 3.3	King Co. UTRC	Maps should show zoning and land use of future service areas as well as the current service areas.	The service area boundary includes the future service areas (see Figure 1.3). These figures include the zoning and land use of future service areas as well as the current service areas.	No change.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	N/A	Completed
	Figure 3.3	King Co. UTRC	This map is correct in showing the areas in UKC in the southern end of SWH as SF land use, but many of them can be redeveloped to yield 3-4 units.	Noted. Demand projections for the Plan used regional TAZ projection that are conforming to land use and regional growth.	No change.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	N/A	Completed



Agency Review Draft - King County UTRC comments

Project Name: Water System Plan Update  
Client: City of Renton  
Date Last Updated: 2/12/2021

Comment No.	Section/Page	Comment By	Comment	Response	Change to Plan	Reference Docs	Person Responsible	Status of Change
	Figure 3.9 - Historical Consumption Trend by Customer Category	King Co. UTRC	The bottom grouping shows two customers decreasing by nearly 5% and one increasing by 8% but it is unclear which number goes with which customer, and the 8% number seems like a very large change compared to what the lines are showing.	The 5% decrease is for the Industrial customer type, which decreased from 0.19 mgd in 2008 to 0.12 mgd in 2017. The 8% increase is for Other Authorized Use, which increased from 0.04 mgd in 2008 to 0.08 mgd in 2017. The figure will be updated to indicate the customer category for the annual growth rates.	Figure 3.9 will be updated to specify the customer category for the annual growth rates.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	Natalie	Completed
	Table 3.9	King Co. UTRC	What explains the significant drop in connections from 2009-2010?	This table shows the historical number of ERUs by customer category. The decrease in ERUs from 2009 to 2010 is due to the decrease in water consumption (see Table 3.6) - potentially caused by the recession. Table 3.4 shows the Historical Number of Connections.	No changes.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	N/A	Completed
	Table 3.11	King Co. UTRC	Portions of the Earlington 370 zone (and adjacent West Hill zone) are currently large-lot single-family zoning or multi-family that may redevelop and quadruple the number of units. Would such growth be supported with minimal impacts to planning forecasts?	Demand projections for the Plan used regional TAZ projection that are conforming to land use and regional growth.	No change.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	N/A	Completed
	General Question	King Co. UTRC	Does the City have a program of providing reduced rates for seniors or low-income property owners or renters?	Yes, the City of Renton offers reduced rates for water for low-income senior citizens (61 and over), and low-income disabled citizens. <a href="https://rentonwa.gov/city_hall/administrative_services/finance/utility_billing/reduced_rates_and_tax_rebate#:~:text=CITY%20OF%20RENTON%20WASHINGTON&amp;text=The%20City%20of%20Renton%20offers,who%20meet%20these%20same%20qualifications.">https://rentonwa.gov/city_hall/administrative_services/finance/utility_billing/reduced_rates_and_tax_rebate#:~:text=CITY%20OF%20RENTON%20WASHINGTON&amp;text=The%20City%20of%20Renton%20offers,who%20meet%20these%20same%20qualifications.</a>	A statement that the City offers reduced rates for water for low-income senior citizens and low-income disabled citizens will be added to Section 10.2.1 Rates.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	Aurelie	Completed
	General Question	King Co. UTRC	Skyway Water and Sewer is capped at 300,000 gallons. Is there an overage charge to Skyway if they exceed?	City will negotiate a new contract with Skyway soon. A reference to the current agreement in the appendix will be added in this section.	Reference will be added.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>		Completed
	Table 3.19 ERU Projections	King Co. UTRC	Why does the medium demand scenarios exceed the high demand scenario?	The ERU calculation appears to be affected by the Skyway Wholesale Large Consumer in the WH495 PZ. There is a cap of 300,000 gpd, which is reached in earlier planning years for the medium and high scenarios. Because the ERU projection calculation is dividing the ADD proj by the ADD ERU Value for large consumers (153 for medium and 160 for high), the medium scenario ERU is higher than the high scenario ERU when the ADD proj reaches 300,000 gpd. The ERU values were not used to develop the projections for the large consumers.	Note will be added to the table.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	Natalie	Completed



Agency Review Draft - King County UTRC comments

Project Name: Water System Plan Update  
Client: City of Renton  
Date Last Updated: 2/12/2021

Comment No.	Section/Page	Comment By	Comment	Response	Change to Plan	Reference Docs	Person Responsible	Status of Change
	Section 5.3.1.6 Urban Growth Area	King Co. UTRC	The Urban Growth Area is different from the Potential Annexation Areas. PAAs ma be annexed to the City, while the Urban Growth Area is a regional boundary. Please use PAAs instead.	Wording will be updated from "Urban Growth Area" to "Potential Annexation Areas" for this section.	Text of Section 5.3.1.6 will be updated.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	Aurelie	Completed
	Section 5.3.1.16 Water Service to Properties in King County	King Co. UTRC	Please clarify this section. We're unclear by what a "developed area within unincorporated King County that is within the City's RSA. However, there are three additional areas outside of the RSA served by Renton Water..."	This can be clarified: -The first point is that there is one developed area that is within the City's RSA and within unincorporated King County, which could be served by the City. -the second point is that the City currently serves three areas outside of it's RSA (and that is has adequate existing infrastructure and is providing water to the areas).	Text will be updated to provide clarity.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	Natalie	Completed
	5.3.1.2 - Service Availability	King Co. UTRC	Is there a definition or decision criteria of "timely and reasonable" used by Renton?	Renton' service area is defined and limited. City typically provides a response about Water Availability within 10 days, though it is not a "policy" of Renton.	No change.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	N/A	Completed
	Section 7.3.3.3 - West Hill 495 Storage Recommendation	King Co. UTRC	Is the only solution to reduce the operating band? Is this suitable for future growth in the associated pressure zones?	The projected storage deficiency by 2039 in the West Hill 495 Operational Area is minimal (0.02 mg out of a total storage volume of 1.39 mg) so no larger improvements are recommended at this time. The storage deficiency of 0.02 mg includes additional demands for future growth in the associated pressure zones.	Standby volume for Skyway was added in the analysis. Excess storage located in the Valley Operational Area is sufficient to offset deficiencies in the West Hill 495.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	Aurelie	Completed
	Section 9.4.7.2 - Water Conservation Program Implementation	King Co. UTRC	Given the large non-English-speaking population in the area, are there such materials available in additional languages or simplified English?	Yes, the City of Renton offers both print and digital materials, interpretation, trainings, and customer research in other languages. The "leak kit" is translated and available in Somali, Spanish, Vietnamese, Korean, and Chinese. "How To..." video series on toilet leaks, indoor faucets, outdoor faucets, and using your meter to find leaks are available in Somali, Spanish, Vietnamese, and Chinese. SWP offers use of the language line as our main interpretation tool available to both SWP utilities and program managers to communicate information to non-English speakers.	No change.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	N/A	Completed
	General Comment	King Co. UTRC	Its unclear, given the resolution of maps such as 9.4 (CIP Specific Project Priority) where the current service boundaries and infrastructure are in relationship to properties on S 134th St between S Langston Rd and SW Sunset Blvd. Given King County's ongoing Skyway-West Hill Subarea Planning process, we request a specific map for this area to aid in discussions about land use planning in the area.	A zoomed map can be created to show the area requested.	Map will be provided to KC.	<a href="#">Renton Initial Comments 2020-0916.pdf</a>	GIS	Completed

## Appendix C

# ADOPTING RESOLUTION AND ORDINANCE



CITY OF RENTON, WASHINGTON

RESOLUTION NO. 4438

**A RESOLUTION OF THE CITY OF RENTON, WASHINGTON, ADOPTING THE 2019 WATER SYSTEM PLAN UPDATE.**

**WHEREAS**, the 2019 Water System Plan Update (“Plan”) documents the current status of the City’s water system and evaluates future needs of the water utility and will be used as a guide in maintaining and improving the water system in the short-term over the next 10 years. It also provides a planning framework for the 20-year, long-term planning horizon; and

**WHEREAS**, the primary purpose of the Plan is to document changes to the City’s water system, identify required system modifications, and appropriately outline capital improvement projects to meet future water demands. Maintaining a current Plan is required to meet the regulations of the Washington State Department of Health as set forth in the Washington Administrative Code (WAC) 246-290-100 and the requirements of the Washington State Growth Management Act; and

**WHEREAS**, the Plan was reviewed by the City of Renton Environmental Review Committee, which issued a Determination of Non-Significance on June 8, 2020; and

**WHEREAS**, a Notice of Environmental Determination was made public, and no comments or appeals were received during the public comment and appeal periods, which ended June 22, 2020; and

**WHEREAS**, the Plan was presented to the Renton City Council, discussed at a meeting of the Utilities Committee, and recommended for adoption by the full City Council; and



RESOLUTION NO. 4438

**WHEREAS**, the Plan is compatible with the intent of the City's adopted Comprehensive Plan;


**NOW, THEREFORE**, THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DO RESOLVE AS FOLLOWS:

**SECTION I.** The City Council hereby adopts the Plan, a copy of which is attached hereto as Exhibit "A" and incorporated by this reference.


PASSED BY THE CITY COUNCIL this 21st day of June, 2021.

  
\_\_\_\_\_  
Jason A. Seth, City Clerk

APPROVED BY THE MAYOR this 21st day of June, 2021.

  
\_\_\_\_\_  
Armondo Pavone, Mayor

Approved as to form:

  
\_\_\_\_\_  
Shane Moloney, City Attorney

RES.1870:5/17/2021



**EXHIBIT "A"**  
**2019 WATER SYSTEM PLAN UPDATE**

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to Renton residents and busi daily.... [Read More >](#)

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**EVENTS**

**MEETINGS**

**NOTICES**

**FEB 20** 7:00PM - 8:30PM  
Downtown Renton in a Box - "Date Night"


**FEB 23** 2:00PM - 3:00PM  
"Scams, Alerts, & Frauds" - Age-Friendly Virtual Talks


**FEB 23** 5:00PM - 7:00PM  
2019 Water System Plan Update

**MAR 27** 7:00PM - 8:30PM  
Downtown Renton in a Box - "A Celebration of Women in ..."

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Renton water utility will be hosting a virtual information session on the 2019 Water System Plan Update.

Consumers are invited to provide comments on the plan on Tuesday, Feb. 23 from 5 to 7pm through Zoom. If you would like to join, the login information and call-in number are provided at [rentonwa.gov/waterutility](http://rentonwa.gov/waterutility).

A pdf copy of the Draft 2019 Water System Plan Update is also available on the page.

**2019 Water System Plan Update**

Join on Zoom  
Tues., Feb. 23, 5-7 p.m.  
[rentonwa.gov/waterutility](http://rentonwa.gov/waterutility)

Download plan under  
"Draft 2019 Water System Plan Update"

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## WUE PUBLIC FORUM & WSP CONSUMER MEETING SIGN-IN SHEET

<b>Project:</b>	2019 Water System Plan Update & WUE Goals Public Forum	<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Organizer:</b>	Katie Nolan, Water Utility Lauren Imhoff, Water Utility	<b>Place/Room:</b>	Zoom, 5pm-7pm

Attendee Name	Phone	Zip Code	E-Mail
Renton Councilmember Benedetti	425-430-6501		abenedetti@rentonwa.gov

Comments Received:
WUE public forum: What does Renton do to reduce DSL?
Brought up the importance of commitment to equity of service in utilities.
Brought up the importance of noting Renton citizens may be outside of Renton water service area.
What percentage of our supply for Renton consumers is SPU water?
A point of pride that we care so much about our water and that we manage our aquifer well.

## Water Use Efficiency Public Forum Event Marketing

City website: [www.rentonwa.gov/waterutility](http://www.rentonwa.gov/waterutility)

### Water Utility Engineering

The Renton water utility will be hosting a virtual public forum on the proposed Water Use Efficiency goals update.

Consumers and the public are provided an opportunity to participate and comment on these goals on Tuesday, Feb. 23 from 5 to 7 p.m. through Zoom.

- Zoom Meeting:  
<https://us02web.zoom.us/j/87545595261>
- Meeting ID: 875 4559 5261
- Passcode: 541764

If you do not have Internet access or audio on your computer, you can call in: (253) 215-8782 (*use meeting ID 875 4559 5261# and passcode \*541764#*)

The city has defined the following measurable goals:


1. Reduce DSL to 10 percent or less by 2022.
2. Limit the maximum daily demand (MDD) to ADD peaking factor to less than 2.0.
3. Maintain an equivalent residential unit (ERU) value under 160 gpd/ERU.

As part of the [Saving Water Partnership](#), the city also supports the regional 2019-2028 WUE goal to keep the total average annual retail water use of SWP members under 110 million gallons per day (mgd) through 2028 despite forecasted population growth by reducing per capita water use.

Please view the [Supporting Documents](#) for more information on the proposed goals.

Questions? Please contact [limhoff@rentonwa.gov](mailto:limhoff@rentonwa.gov).


Social media post:

 **City of Renton, WA -- Government** ...  
February 11 at 4:16 PM · 🌐

The city's water utility division will be hosting a virtual public forum on the proposed Water Use Efficiency goals update. This will be an opportunity for consumers and the public to participate and comment.

Join us Tuesday, Feb. 23, from 5 to 7 p.m. via Zoom. Please visit [rentonwa.gov/waterutility](http://rentonwa.gov/waterutility) for login information and supporting documents.

**PROPOSED UPDATE**  
**Renton Water Use Efficiency Goals**

Join on Zoom, Tuesday, Feb. 23, 5-7pm  
Info: [rentonwa.gov/waterutility](http://rentonwa.gov/waterutility) 



Appendix D  
CURRENT SERVICE AREA AGREEMENTS





*Return Address:*

City Clerk's Office  
City of Renton  
1055 South Grady Way  
Renton, WA 98055

## INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter called "Seattle", and the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "Renton", for and in consideration of the terms and conditions herein below set forth in greater detail, to:

- A. provide for the use of specific sections of Renton's rights-of-way for water transmission lines and appurtenances by Seattle;
- B. provide for the use by Renton of certain real property owned by Seattle; and

WHEREAS, Seattle owns and operates a system for the supply, transmission, and distribution of water, and sells and distributes water to its own inhabitants and also to other persons and customers outside the corporate limits of the City of Seattle; and

WHEREAS, Seattle has made application to Renton for renewal of that particular franchise granted pursuant to Renton Ordinance No. 903; and

WHEREAS, both cities have been in negotiations regarding the terms of the proposed franchise renewal in a good faith effort toward understanding and mitigating the problems and concerns raised by Renton relating to Seattle's large diameter water transmission lines which traverse the City of Renton; and

WHEREAS, Seattle owns in fee simple certain sections of the Cedar River Pipeline right-of-way; and

WHEREAS, the use by Renton of said areas will not interfere unreasonably with the use by Seattle of said rights-of-way for water pipeline purposes;

NOW, THEREFORE, it is mutually agreed by Seattle and Renton as follows:

## SECTION I. SEATTLE FACILITIES IN RENTON RIGHT-OF-WAY

### A. TERMS AND PRIVILEGE

There is hereby granted to Seattle from the date of acceptance hereof; the right, privilege, authority to operate, maintain, repair and reconstruct three water transmission lines together with the necessary appurtenances thereto, excluding service lines to any customer unless specifically approved by Renton, subject to the terms and conditions as set forth hereinafter in this Agreement, in those portions of Renton rights-of-way described as follows:

1. Cedar River Pipeline No. 1 (66-inch diameter) and Cedar River Pipeline No. 2 (51-1/2 inch diameter) across Houser Way South and in South Third Street from Houser Way South to the west margin of Burnett Avenue South.
2. Cedar River Pipeline No. 3 (66-inch diameter) in Mill Avenue South beginning at the northwesterly margin of Interstate 405 right-of-way and extending northerly to South Second Street, thence westerly in South Second Street to a point 100 feet west of the west margin of Logan Avenue South and the beginning of Seattle's fee-owned right-of-way.
3. Two 12-inch water mains located within Logan Avenue South, northerly of the Cedar River Pipelines to South Tobin Street, thence east on South Tobin Street to the Burlington Northern Railroad right-of way, thence north to the City of Renton Linear Park, as shown on the drawing attached as Exhibit "A". This portion is included herein under the condition, and in the event that Boeing transfers these water mains to the City of Seattle.

### B. RIGHTS AND CONDITIONS

#### 1. Repair and/or Replacement of Pipelines:

The existing Cedar River Pipelines have been in place and in service for up to ninety years. Considering the potential impact of the event of a failure, break, or major leak from these pipelines through the downtown core of Renton and the resultant damages to residents and businesses from such an event, Seattle shall take every reasonable and responsible action to reduce or eliminate such impact.

- a) **Emergency Response Plan** - Seattle shall submit to Renton, within 365 days of the date of this Agreement, an emergency response plan for all Seattle facilities covered by this Agreement.
- b) **Analysis of Condition** - Within two years of the date of this Agreement and every fifth year thereafter, Seattle shall provide Renton with a detailed engineering analysis of the strength and condition of the Cedar River Pipelines through Renton's downtown core.
- c) **Safety Improvements** - Seattle shall construct improvements on the pipelines for controlled drainage with adequate valving and conveyance to protect Renton's streets, homes, businesses, and other facilities in the event of a failure or emergency. Seattle

shall install, in a timely fashion, mainline shutoff valves west of Renton to be able to isolate the downtown core from drainage in case of a main break. Seattle shall initiate procedures to implement sufficient improvements in a timely manner to address any and all recommendations included in the above Analysis of Condition.

**d) Work Requirements:**

- 1) **Ingress and Egress** - Seattle, as Grantee herein, shall have the right of reasonable ingress to and egress from said water transmission lines for the purpose of repair, replacement, and maintenance thereof, but such right shall be subject to and consistent with the provisions of this Agreement and junior to the rights of the public for use of said avenues or streets. All necessary work required to be done by Seattle shall be completed with reasonable dispatch and with the least practicable interference with or inconvenience to the rights of the public, individuals, and affected businesses.
- 2) **Restoration** - Seattle shall restore all streets, alleys, sidewalks, and public grounds, upon completion of any excavation, installation, repair or replacement (the work), to their prior or better condition of safety, utility and type of construction, in which case (the work) shall conform to current Renton Trench Restoration Requirements and City of Renton Construction Standard Specifications and Plans and applicable codes and laws. In case any obstruction caused by Seattle shall remain longer than five days after notice to remove it, or in the case of neglect or failure by Seattle to protect any dangerous places by proper guards, barricades, or other precautions, Renton may remove or protect them at the expense of Seattle.

When notice has been provided to Seattle by Renton at least one year in advance of construction for planned paving, Seattle shall not be permitted to excavate into such pavement for a period of five years unless an emergency necessitates such or Renton permits such excavation.

- 3) **Moving or Relocating Appurtenances to Seattle Pipelines** - Whenever it shall become necessary in the grading or regrading, paving, or repaving, improving any highway, street, avenue, or alley in the City of Renton, or in the building of any sidewalks or improvements thereon, or in the construction of any sewer or water main, or in the laying down of any other duly authorized conduit owned or controlled by Renton, to move or remove any appurtenances (such as valve boxes, blow-off assemblies, etc.) to Seattle's water transmission lines, which are located above, at or in the proximity of the surface, Seattle shall, upon receiving reasonable notice from Renton, move or remove such appurtenances, except the water transmission lines, at its own cost and expense; and if Seattle shall fail, neglect, or refuse to move such appurtenances within a reasonable time, as determined by Renton, then same may be moved by Renton at the expense of Seattle.
- 4) **Permits** - Seattle shall secure all applicable and necessary permits from Renton and approval by Renton shall not be unreasonably withheld. It is understood that,

during an emergency, requirements for permits would be modified in accordance with applicable laws, codes, and ordinances, as necessary, and, in the event that no such law, code, or ordinance affects the reconstruction during an emergency, the permit requirement stated herein shall be waived. During said reconstruction, Renton shall have the right to direct and control the locations for access to the work and stockpiling of materials and equipment. Restoration by Seattle shall be equal to or better than that which existed at the commencement of the reconstruction. Seattle shall notify Renton, in advance of any reconstruction, in writing, by submission of plans for such work. Major reconstruction activities shall require at least two years advance written notice by Seattle to Renton. Notice shall include submission of plans for work to Renton.

- 5) **As-Built Plans** - A copy of as-constructed plans, as available, which identify the pipelines and their appurtenances, as well as all interfering utilities, landmarks, and physical features, shall be provided to Renton by Seattle within 180 calendar days following execution of this Agreement. Following any reconstruction, Seattle shall provide a copy of as-constructed plans for such work to Renton in accordance with conditions noted herein. Locations shown on the as-constructed plans shall be referenced to known monuments and established survey control and pipeline locations shown shall be within the accuracy requirements in accordance with State statutes.
  - 6) **Inspection** - If major reconstruction occurs in Renton, then a Renton inspector will be present and the costs for said inspector and corresponding inspection shall be paid by Renton and reimbursed to Renton by Seattle in a timely manner following submittal of an invoice to Seattle.
  - 7) **Construction Access & Traffic Control** - Any operation or maintenance activity by Seattle shall not prevent normal access over Renton's streets without written permission from Renton. Traffic control costs incurred by Renton as a result of Seattle's operation or maintenance activities shall be reimbursed to Renton by Seattle. Seattle shall maintain access for emergency purposes at all times over those pipeline segments within the City Limits. For normal minor maintenance, oral approval may be given, and traffic control will be done by Seattle crews.
  - 8) **Alterations of Renton Facilities Requested by Seattle** - All alterations, moving, or adjusting of Renton's pipelines and appurtenances in the Renton right-of-way required by construction of improvements undertaken by Seattle shall be performed by Renton's Water Department or designee, at the sole cost and expense of Seattle. No construction work shall be undertaken or initiated on Renton's facilities without Renton's prior written approval.
- e) **Additional Pipelines** - The rights granted herein apply to the existing Seattle transmission pipelines only, as of the date of execution of this Agreement. Additional Seattle transmission pipelines will require an amendment to this Agreement or a separate agreement as determined by Renton, dependent upon the scope of work contemplated, its location, disruption of existing utilities and appurtenances, and other related factors.

2. **Response by Seattle for Planned Improvements by Renton** - Renton shall transmit to Seattle information regarding any street or any utility facility improvements placed in the proximity or across any of Seattle's water transmission lines, and Seattle shall review and transmit any comment to Renton within a period of 20 days after receipt of same.

3. **Cathodic Protection/Impressed Current**

a) **Existing Installations** - Where a Seattle pipeline is already cathodically protected by impressed current, Seattle shall provide a copy of the design report and as-constructed drawings for the city's records and review. These records should be transmitted within 180 days of the date of this Agreement. Seattle will review City of Renton water plans and other utility plans using metallic pipe that may have been installed since Seattle's cathodic protection (CP) system was installed, to identify and correct any possible problems. Renton will furnish all information it has on cathodic protection test stations (Seattle and Renton's) that Renton has installed in these areas of concern. If any additional test stations are needed in order to do a comprehensive analysis of Seattle's impressed current or CP system effects on Renton's utility systems, Seattle will install them. Upon completion of the initial and annual testing of the existing CP system, Seattle shall demonstrate to Renton that the CP System as installed on Seattle's facility will not adversely effect Renton's facilities and shall take corrective action, as necessary, to eliminate adverse effects on Renton's facilities. If corrective action is necessary, Seattle shall provide Renton a time schedule for corrections.

All Seattle pipelines that are cathodically protected shall be dielectrically isolated from Renton pipelines. Seattle shall provide a report demonstrating dielectric isolation from Renton pipelines, or a report showing no need to do so, within one year from the date of this Agreement. Prior to energizing or substantial adjustment of a rectifier, Seattle shall notify Renton, as well as provide a report demonstrating stray current evaluation to include measurement of the potential shift at: groundbed; at pipeline crossings; and where pipelines run parallel within 25 feet of a Seattle cathodically protected facility.

b) **Test Stations** - When new test stations are installed by Seattle on Renton facilities, Seattle shall be required to have a Construction Permit from Renton. Renton shall have an inspector verify the installation to industry standards.

c) **New Installations** - For new installations or additions to existing installations, Seattle shall provide plans and specifications to Renton for comment, as required for a normal permit process. Renton's review/comments of the CP system design will be limited to a check on the location of the proposed installation and identification of any potential physical or electrical conflicts with Renton facilities. Upon completion of the installation of a new or modified CP system, Seattle shall demonstrate to Renton that

the CP System installed on Seattle's facility will not adversely affect Renton's facilities and shall take corrective action, as necessary, to eliminate adverse effects on Renton's facilities.

- d) **Annual Testing** - In addition to demonstrating, with initial testing, that there are no adverse effects on Renton facilities, Seattle shall test Renton's facilities annually to show that no adverse effects exist. Renton shall be invited, in writing, two weeks in advance, when testing said facilities to verify and learn testing procedures. Seattle will be responsible for operating its CP system rectifiers in the area in sufficient combinations to determine existence of cathodic protection interference.
  - e) **Annual Reports** - Seattle agrees to submit an annual report which attests to the fact that no adverse effects have occurred on Renton's facilities. The report shall also include data on rectifier settings, DC amps/volts out put, pipe to soil potential measurements, and shunt readings at interference/cross bonds or across isolation joints.
  - f) **Liability For Damages** - Seattle shall be responsible to correct stray current problems that are detected during annual testing or at any other time, and shall be responsible in damages to Renton and/or to third parties for all stray current damage, as defined by a mutually acceptable Corrosion Engineer, that results from the operation of the Seattle cathodic protection system.
4. **Claims** - Seattle agrees to join with Renton in the defense of any and all claims or actions of any kind or description which may accrue to or be suffered by any person, persons, or property by reason of Seattle's use of said areas. In case of any suit or action brought against Renton by reason thereof, Seattle will, upon notice to it of the commencement thereof, join with Renton in defense of such suit or action. Any final judgment awarding damages shall be paid in whole or part or shared in such proportions as shall be fixed by the court or jury if the parties cannot agree.

#### **C. SERVICE TRANSFERS**

Seattle shall, upon request by Renton, in a reasonable time, conclude with Renton a plan for orderly transfer and takeover of service by Renton of those residential and industrial/commercial customers within Renton city limits or Renton's franchise area within the Skyway Coordinated Water System Plan all in accordance with State law and the Skyway Coordinated Water System Plan.

The transfers, cost of water, and billing procedures shall be done by separate Agreement.

#### **D. POLLUTANTS AND HAZARDOUS SUBSTANCES**

During the term of this Agreement, Seattle agrees to keep the right-of-way and facilities covered by this Agreement in compliance with any and all Environmental Laws and not cause or permit contamination from Hazardous Substances or Pollutants in violation of Environmental Laws. Upon notice or discovery of any release of any Hazardous Substance caused by Seattle or expressly authorized by Seattle to occur upon the right-of-way and facilities covered by this Agreement, Seattle shall immediately take all necessary steps to report, respond to, and clean up the same and restore the right-of-way and facilities covered by this Agreement to its preexisting condition in accordance with applicable Environmental Laws and Requirements and shall report any such release to Renton within 24 hours of discovery.

## E. HOLD HARMLESS, RELEASE AND LIABILITY INSURANCE

1. **Seattle Indemnification:** Seattle agrees to indemnify, defend, and hold harmless Renton, its officers and employees, from and against any and all claims, demands, damages, losses, liens, penalties, fines, expenses of every kind and nature, including attorney's fees, and liability for the following:

Any claims or liability arising from an accident or injury or damage to property on or about the right-of-way and facilities covered by this Agreement caused by the wrongful or negligent acts or omissions of Seattle, its agents, tenants, licensees, invitees, employees, or other occupants of the right-of-way and facilities covered by this Agreement.

As between the parties and for the purposes of the foregoing obligations Seattle waives any immunity, defense or other protection that may be afforded by any workers compensation, industrial insurance or similar laws (including but not limited to the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington).

Any activities or use of the right-of-way and facilities covered by this Agreement by Seattle which cause or knowingly permit the release or the threatened release of any Hazardous Substance on the right-of-way and facilities covered by this Agreement.

This indemnification shall survive the termination of this Agreement.

This indemnification shall not apply to Hazardous Substances generated, discharged, or deposited on the right-of-way and facilities covered by this Agreement prior to the date of occupation granted by the initial franchise. Additionally, this indemnification shall not apply to Hazardous Substances generated, discharged, or deposited on the right-of-way and facilities covered by this Agreement after the date of occupation granted by the initial franchise which arise from Renton's activities on the right-of-way and facilities covered by this Agreement, and shall not apply to Hazardous Substances which migrate onto the right-of-way and facilities covered by this Agreement from off-site.

Renton, at its sole expense, may employ additional counsel of its choice to associate with counsel defending against any such claims, lawsuits, or administrative proceedings.

2. **Seattle's Insurance:** Seattle shall provide and keep in force and effect during the term hereof, public liability insurance with limits of not less than Five Million Dollars (\$ 5,000,000) covering injuries to persons, including death, and loss of or damage to real and personal property. Such insurance may be provided under Seattle's blanket comprehensive liability insurance policy. During the term of this Agreement, Renton shall be named as an additional insured under such insurance to the extent of Seattle's undertaking set forth in Section I. E. 1. Entitled "Seattle Indemnification" including any claims of accident, injury, or damage arising from Seattle's use of the right-of-way and facilities covered by this Agreement. A certificate evidencing such insurance coverage shall be delivered to Renton not less than fifteen (15) days prior to the execution of this Agreement. Such certificate of insurance will provide for fifteen (15) days advance notice in the event of cancellation.

If Seattle is self-insured, Seattle will provide Renton with evidence to that effect. Renton will



require any contractor and/or subcontractor to maintain insurance coverage in accordance with the preceding paragraph.

#### **F. DEFAULT**

If at any time during the term of this Agreement Seattle shall fail to comply with any of the other terms and conditions of this Agreement, Renton shall give written notice to Seattle of such default or otherwise to comply with the terms and provisions of this Agreement, as the case may be. If such default is not cured within thirty (30) days of Seattle's receipt of Renton's written notice as to the default, or within such period as Renton determines is reasonable if Renton determines that the condition caused by such default is a threat to public health and safety, or the environment, Renton shall have, in addition to such remedies as may be afforded by the laws of the State of Washington, the power and right to declare this Agreement terminated and reenter the right-of-way and facilities covered by this Agreement, but not withstanding such remedies or termination and reentry by Renton, Seattle covenants and agrees to make good to Renton any deficiency arising from the reentry, removal of personal property and/or improvements, and restoration of the right-of-way and facilities covered by this Agreement and to pay such deficiency upon demand to Renton.

#### **G. RIGHT TO REMEDY/DEFAULT INTEREST**

If Seattle fails to do any act or thing required to be done by Seattle under this Agreement, Renton shall notify Seattle of such failure, and give Seattle thirty (30) days to perform such act or thing, except for conditions which pose a threat to public health and safety, or the environment. In the event Seattle fails to perform within said thirty (30) days, Renton shall have the right at its sole option, but not the obligation, to do such act or thing on behalf of Seattle and upon notification of Renton's reasonable expenditure in connection therewith, Seattle shall immediately repay Renton the amount thereof plus interest at eight (8) percent per annum, from the date of Renton's invoice for said expenditure to the date of Seattle's repayment.

## **SECTION II. RENTON FACILITIES IN SEATTLE RIGHT-OF-WAY**

### **A. PREMISES**

By separate Agreement, Seattle shall grant Renton a 40 year lease for vehicle parking and park purposes in the area described below:

- 1. Parcel "A" for Public Vehicle Parking, Access to the Abutting North Site and Pedestrian Crossing Purposes:** That portion of the City of Seattle, Cedar River Pipeline right-of-way located in Section 18, Township 23 North, Range 5 East, W.M., King County, Washington situated in Blocks 1 and 6 of the Plat of Smithers Sixth Addition to Renton, Volume 26 of Plats, page 47, records of King County, Washington, and Block 1 of the Plat of Motor Line Addition to Renton Volume 9 of Plats, page 50, records of King County, Washington, lying north of South Third Street between the east margin of Morris Avenue South and the west margin of Logan Avenue South, in Renton, Washington; and

2. **Parcel "B" for Park/Plaza Purposes:** That portion of the City of Seattle, Cedar River Pipeline right-of-way located in Section 18, Township 23 North, Range 5 East, W.M., King County, Washington situated in Block 2 of the Plat of Motor Line Addition to Renton Volume 9 of Plats, page 50, records of King County, Washington, lying north of South Third Street between the east margin of Logan Avenue South and the west margin of Burnett Avenue South, in Renton, Washington.

Seattle also grants to Renton permission and authority to use the following areas, as described below, extending existing uses granted in the aforesaid franchise granted pursuant to Renton Ordinance No. 903:

3. That portion of Seattle's 30-foot wide Cedar River Pipeline No. 3 right-of-way lying between the northerly and the southerly westbound lanes of South Second Street, beginning at a point 100 feet west of the west margin of Logan Avenue South for vehicle and pedestrian crossings, traffic control and lighting devices, and street lighting, underground utilities including conduit and landscaping. Any extended uses, beyond the prior permit granted under Ordinance 903, will need to be reviewed and approved by the City of Seattle.
4. Such space as required for an existing 12-inch diameter storm sewer along Seattle's Cedar River Pipeline right-of-way between Burnett Avenue South and the old Black River Channel. Any modification or reconstruction of the facilities will need to be reviewed and approved by the City of Seattle.
5. Those portions of Seattle's Cedar River Pipeline right-of-way in downtown Renton for the roadway crossings of Logan Avenue South, Morris Avenue South, Whitworth Avenue South, and Shattuck Avenue South, including underground utilities and other necessary appurtenances. Any modification or reconstruction of the facilities will need to be reviewed and approved by the City of Seattle.

## **B. RIGHTS AND CONDITIONS**

1. **Use of Seattle right-of-way** - SPU has sole authority to review and approve any and all uses of all SPU Cedar River Pipeline right-of-way within the City of Renton. This includes those parcels specified in Lease Agreement No. 327-815 (18-23-5 SE), as well as other right-of-way owned by SPU within Renton city limits. The City of Renton is not authorized to make arrangements with any private parties for use of the SPU right-of-way within the City of Renton.
2. **Compensation for Private Uses of right-of-way** - According to state law those uses by private parties of SPU right-of-way which are for private benefit must be compensated at fair market value. Hence, SPU must be compensated at the fair market value for any private use of the right-of-way. Said private party must enter into a long-term lease with SPU which specifies uses and compensation for the property in question.
3. **Unauthorized Uses** - For any unauthorized uses of SPU right-of-way by the City of Renton, SPU may remove unauthorized facilities, vehicles, and/or structures at the expense of the City of Renton, with expenses to include the payment of any damages that occur during the removal of said structures and facilities.

4. **Garage Access to Parcel A** - The granting of garage access to Parcel A to tenants of the Dally Site is contingent upon the City of Renton owning the 18-foot-wide abutting property, lying between the Seattle right-of-way and the Dally site. Failure by the City of Renton to acquire this parcel of property (or equivalent property rights through a long-term lease) shall either result in denial of access to SPU right-of-way by the Dally Site tenants, or the granting of such access only through the terms of a lease entered into between SPU and Dally.

### **SECTION III. ABANDONMENT/EXPIRATION/TERMINATION**

This Agreement shall expire on December 31, 2038 unless terminated upon mutual agreement of Seattle and Renton prior to this date.

Seattle may give written notice of abandonment for any area identified in Section I. hereof. If Seattle determines the pipe(s) are no longer needed, Seattle shall notify Renton. Seattle shall remove the pipe(s) and restore the street to its prior condition at Renton's request.

This Agreement shall not be assigned or transferred.

### **SECTION IV. NON-EXCLUSIVENESS**

This Agreement is not exclusive and shall not preclude the City of Renton from granting franchises to other persons, companies or municipal corporations to use said streets, avenues and other public thoroughfares or any part thereof covered by the Agreement for the same purpose as herein authorized or for any other purpose authorized by law.

IN WITNESS WHEREOF, Seattle has caused this Agreement to be executed by its Director of Seattle Public Utilities pursuant to Seattle City Ordinance No. 119202.

CITY OF SEATTLE

Diana Gale  
Diana Gale  
Director Seattle Public Utilities

CITY OF RENTON

Jesse Tanner  
Jesse Tanner, Mayor

Attest:

Brenda Fritsvold  
Brenda Fritsvold, Deputy City Clerk

Notary Seal must be within box.

STATE OF WASHINGTON) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Jesse Tanner & Brenda Fritsvold signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Michele Neumann

Notary Public in and for the State of Washington

Notary (Print) Michele Neumann

My appointment expires: 9/19/2001

Dated: 11/5/98

Notary Seal must be within box.

STATE OF WASHINGTON) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Diana Gale signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Linda D. Moreno

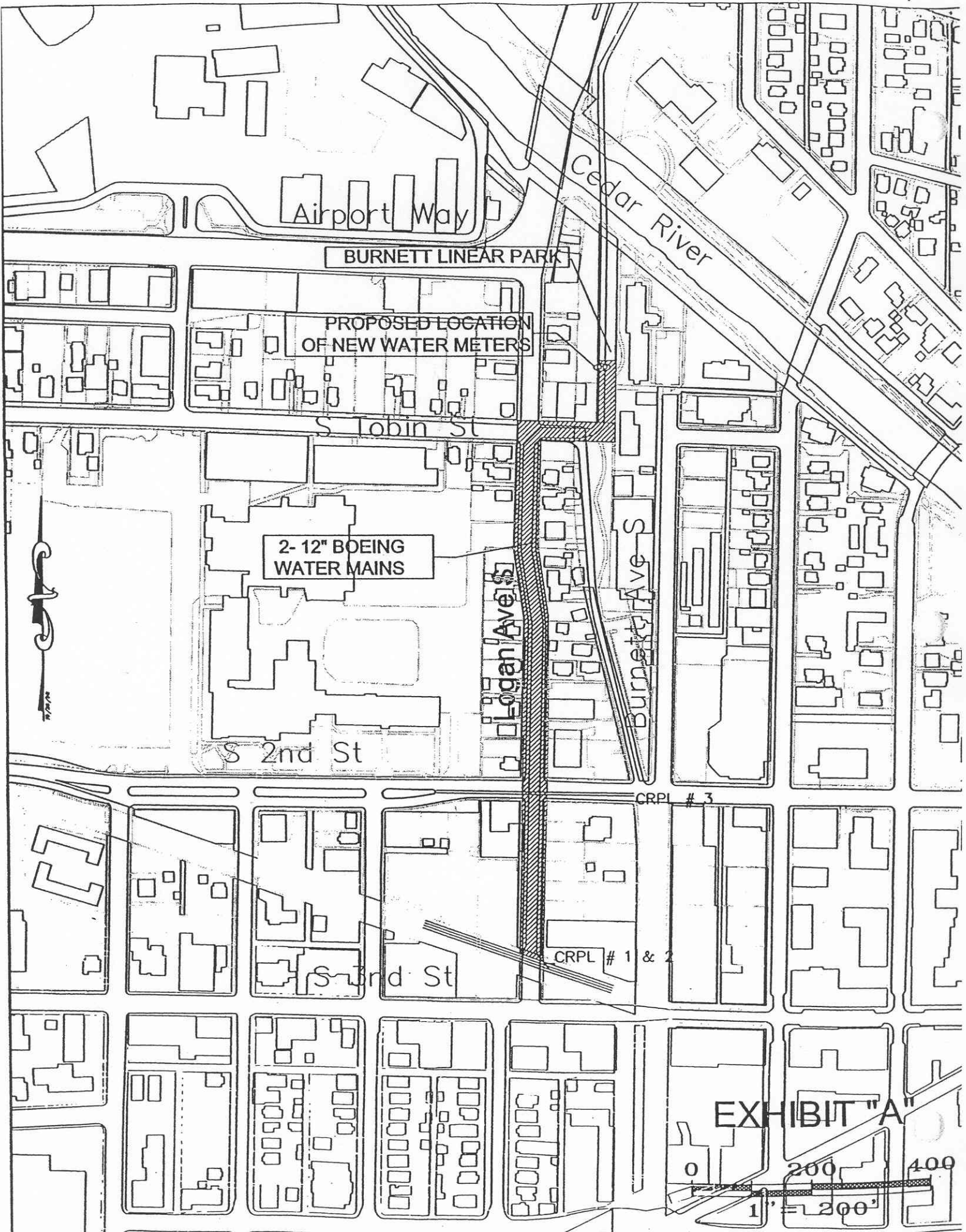
Notary Public in and for the State of Washington

Notary (Print) Linda D. Moreno

My appointment expires: 8/10/02

Dated: 11-9-98





Airport Way

BURNETT LINEAR PARK

Cedar River

PROPOSED LOCATION OF NEW WATER METERS

S Tobin St

2-12" BOEING WATER MAINS

Logan Ave S

Burnett Ave S

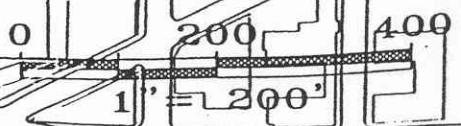
S 2nd St

S 3rd St

CRPL # 3

CRPL # 1 & 2

EXHIBIT "A"



**LEASE AGREEMENT**  
**NO. 327-815**  
**(18-23-5 SE)**

THIS LEASE AGREEMENT between THE CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES, a municipal corporation, referred to in this Agreement as "Seattle" and THE CITY OF RENTON, a municipal corporation, referred to in this Agreement as "Renton" (hereinafter collectively be referred to as the "Parties.") WITNESSETH:

1. Premises. Seattle hereby leases to Renton, and Renton hereby leases from Seattle, the real property, herein called "Leased Land" of 36,609 square feet, situated in the City of Renton, King County, State of Washington, described as follows:

Parking Purposes:

Parcel A: That portion of the City of Seattle, Cedar River Pipeline Right of Way located in Section 18, Township 23 North, Range 5 East, W.M, King County, Washington situated in Blocks 1 and 6 of the Plat of Smithers Sixth Addition to Renton, Volume 26 of Plats, page 47, records of King County, WA., and Block 1 of the Plat of Motor Line Addition to Renton, Volume 9 of Plats, page 50, records of King County, WA., lying north of South Third Street between the east margin of Morris Avenue South and west margin of Logan Avenue South, in Renton, Washington, and;

Park Purposes:

Parcel B: That portion of the City of Seattle, Cedar River Pipeline Right of Way located in Section 18, Township 23 North, Range 5 East, W.M, King County, Washington situated in Block 2 of the Plat of Motor Line Addition to Renton, Volume 9 of Plats, page 50, records of King County, WA., lying north of South Third Street and between the east margin of Logan Avenue South and the west margin of Burnett Ave. South, in Renton, Washington, being approximately .

2. Renton's Use of the Leased Land. Renton's use of Parcel A shall be used for public vehicle parking, access to the abutting north site and pedestrian crossing; and Parcel B shall be for park grounds. These parcels shall be used for these purposes only. All parking, access to the abutting north site and park designs shall be approved in writing by Seattle prior to construction of said parking said access and park areas, as more clearly defined in Section 7. A copy of detailed as-built plans shall be provided to Seattle within 60 calendar days after construction is complete including any reconstruction plans.

3. Term. The term of this Agreement shall be for forty (40) years, commencing on November 1, 1998 and end in December 31, 2038, unless canceled earlier under conditions set forth in this Agreement.

3.1 Effective Date November 1, 1998 shall constitute and be referred hereafter as the "Effective Date" of this Lease, or if later, at such time as Seattle City Council and the Seattle Mayor approve said lease. Renton shall obtain full possession of the Leased Land on said Effective Date.

4. Rent. As consideration for the rights and privileges of this Lease Agreement, Seattle agrees to the abeyance of rent during the term of this Lease in exchange of a forty (40) year agreement, from Renton to Seattle, for the operation, maintenance, repair and reconstruction of Seattle's Cedar River Pipelines Nos. 1, 2 and 3 lying within and under the streets described below:

(a). Cedar River Pipeline No. 1 (66 inch diameter) and No. 2 (51-1/2 inch diameter) across Houser Way South and in South 3<sup>rd</sup> Street from Houser Way South to the west margin of Burnett Avenue South.

(b) Cedar River Pipeline No 3 (66 inch diameter) in Mill Avenue South beginning at the southerly margin of the railroad within Houser Way South and extending northerly to South 2<sup>nd</sup> Street, thence westerly in South 2<sup>nd</sup> Street to a point 100 feet west of the west margin of Logan Avenue South and the beginning of Seattle's fee-owned right-of-way.

(c) That portion of Logan Avenue South, northerly of the Cedar River Pipelines to the City of Renton Linear Park. This portion is included herein under the condition, and in the event, that Boeing transfers the water main in this right-of-way to the City of Seattle.

4.1 Renton may not sublet the property nor charge or collect money or fees for use of the property by others, except to cover costs for public events.

4.2 If at any time during the 40 year rental period Seattle sells, transfers or in anyway disposes of its ownership of said pipelines, Seattle may either revoke this lease or charge the then current fair market rental value.

5. Payment of Taxes, Utilities and Other Charges.

5.1 Utilities and Charges. Renton hereby covenants and agrees to pay, before delinquency, all charges for electricity, water, sewer, garbage removal, and all other public service or utility charges of every kind and type, charged, or imposed upon or against the Leased Land which are attributable to Renton's use.

6. Use of Leased Land.

6.1. Renton agrees to fully comply with all applicable requirements of State and Federal laws having jurisdiction over the Leased Land in connection with the use of the Leased Land.

6.2 Pollutants and Hazardous Substances. During the term of this Permit Agreement, Renton agrees to keep the Leased Land in compliance with any and all Environmental Laws and not cause or permit the Leased Land to become contaminated with any Hazardous Substances or Pollutants in violation of Environmental Laws. Upon notice or discovery of any release of any Hazardous Substance caused by Renton or expressly authorized by Renton to occur upon the Leased Land, Renton shall, at its own cost, immediately take all necessary steps to report, respond to, and clean up the same and restore the Leased Land to its preexisting condition in accordance with applicable Environmental Laws and Requirements and shall report any such release, to Seattle within 24 hours of discovery.

7. Improvements.

7.1 Renton may repair and/or improve the vehicle parking area and install grass, small shrubs and other enhancements in the park area of said Leased Land, provided that plans for such improvements be approved by Seattle in writing prior to construction of any enhancements, improvements, installations or alterations. Seattle shall respond in writing to Renton within forty-five (45) days from Renton's submittal of plans to Seattle. Seattle's approval of said plans shall not be implied or held to constitute approval or compliance with environmental, safety and other applicable regulatory requirements. All work performed by Renton shall be performed in accordance with all applicable State and Federal regulations and requirements. For the protection of the pipelines Renton shall notify Seattle at 425-255-2242, two days before any work is performed on said Leased Land.

7.2 No buildings, structures or rockeries of any type shall be placed upon the Leased Land unless specifically approved in writing by Seattle

7.3 Vehicular equipment/machinery, wheeled or tracked, exceeding a gross weight of 32,000 pounds per axle (HS 20-44) will be prohibited within said easement area.

8. Acceptance and Care of Premises. Renton covenants and agrees that the Leased Land shall be occupied and used in an orderly, fit, and sanitary condition and that the Leased Land shall be left in the same or better condition at the expiration or earlier termination of this Lease as existed on the Effective Date.



9. Surrender of Premises.

9.1 Renton agrees that at the expiration or earlier termination of this Lease, it will desist use of the Leased Land, including access to the abutting north property, and shall quit and surrender the Leased Land and deliver the Leased Land to Seattle. Renton will also remove, at its cost and expense, any or all improvements placed on the Leased Land by Renton if requested by Seattle.

9.2 At the conclusion of this Lease, Seattle shall, at its option, conduct a final site assessment to verify that the Leased Land's original environmental condition has been maintained during the Lease term. Renton shall fully remediate and restore any environmental damage to the Leased Land caused by Renton during the term of this Lease.

10. No Liens or Encumbrances. Renton agrees not to permit any lien or encumbrance from any source or for any purpose whatsoever to be placed against Seattle's interest in said Leased Land.

11. Hold Harmless, Release and Liability Insurance.

11.1 Renton's Indemnification. Renton, its successors, assigns, and guarantors agree to indemnify, defend, and hold harmless Seattle, its officers, and employees from and against any and all claims, demands, damages, losses, liens, penalties, fines, expenses of every kind and nature, including attorney's fees, and liability for the following:

11.1.1 Any claims or liability arising from accident or injury or damage to property on or about the Leased Land caused by Renton's use of said Leased Land, or by its agents, tenants, licensees, invitees, employees, or other occupants of the Leased Land.

11.1.2 As between the parties and for the purposes of the foregoing obligations Renton waives any immunity, defense or other protection that may be afforded by any workers compensation, industrial insurance or similar laws (including but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington).

11.1.3 Any activities or use of the Leased Land by Renton which cause or knowingly permit the release or the threatened release of any Hazardous Substance on the Leased Land.

11.1.4 This indemnification shall survive the termination of this Lease.

This indemnification shall not apply to Hazardous Substances generated, discharged, or deposited on the Leased Land prior to the Effective Date of this Lease. Additionally, this indemnification shall not apply to Hazardous Substances generated, discharged or deposited on the Leased Land

after the Effective Date which arise from Seattle's activities on the Leased Land, and shall not apply to Hazardous Substances which migrate onto the Leased Land from off-site.

Seattle, at its sole expense may employ additional counsel of its choice to associate with counsel defending against any such claims, lawsuits, or administrative proceedings.

11.2 Renton's Insurance. Renton will provide and keep in full force and effect during the term of this Lease, public liability insurance with limits of not less than Five Million Dollars (\$5,000,000) covering injuries to persons, including death, and loss of or damage to real and personal property. Such insurance may be provided under Renton's blanket comprehensive liability insurance policy. During the term of this Lease, Seattle shall be named as an additional insured under such insurance to the extent of Renton's undertaking set forth in Section 11.1. entitled "Renton's Indemnification." including any claims of accident, injury, or damage arising from Renton's use of the Leased Land. A certificate evidencing such insurance coverage shall be delivered to Seattle not less than fifteen (15) days prior to the commencement of the Term hereof. Such certificate of insurance will provide for fifteen (15) days advance notice in the event of cancellation.

11.2.1 If Renton is self-insured Renton will provide Seattle with written evidence to that effect. Renton must require any contractor and/or subcontractor working or using this site on behalf of Renton, to maintain insurance coverage in accordance with Section 11.2.

## 12. Repair, Removal, Relocation.

12.1 Renton acknowledges that the explicit purpose of this property is for the operation, maintenance, repair, construction and reconstruction of water pipelines; all other uses are subordinate to this use. Seattle shall not be responsible for Renton's facilities when Seattle finds it necessary to repair, construct or reconstruct the pipelines, or in any way disrupt the right-of-way for the operation and maintenance of said pipelines, however, in case of excavation by Seattle, Seattle shall replace fill to grade. During such occurrences, Renton shall, at no expense to Seattle, replace, adjust, remove, relocate or reconstruct its facilities, including all landscaping, appurtenant facilities and service lines, within the Seattle right-of-way. Except in emergencies, Seattle will give Renton written notice of such requirement as soon as practicable. In emergency situations, Seattle shall have the right to tow vehicles off the right-of-way and to post signs or have Renton post signs accordingly.

12.2 As regards to Paragraph 12.1, Seattle will not be responsible or liable for the access to the site for any reason whatsoever.

13. Taking. In the event of an eminent domain taking, the Parties agree that Seattle shall be entitled to all condemnation awards granted for the taking of the land and improvements, except any sums awarded as compensation for the improvements placed on the Leased Land by Renton.

14. Right of Termination.

14.1 In addition to the specific rights of Seattle or Renton to terminate this Lease as more particularly set forth in this Lease, at any time during the term of this Lease, Renton shall have a general right to terminate this Lease in the event that it determines, at its sole discretion, the Leased Land has become unsuitable for the uses designated in Section 2 above. In such event, Renton shall provide Seattle no less than sixty (60) days written notice prior to the proposed termination date, unless otherwise specified in this Lease, and surrender the property in accordance with Section 9 of this Lease. The indemnification, duties to comply with law and duties to restore property, provided under this Lease, shall survive termination.

14.2 In addition to the specific rights of Renton to terminate this Lease, at any time during the term of this Lease, Seattle shall have a right to terminate this Lease in the event it determines, at its sole discretion, Renton's use of the Leased Land does not meet regulatory requirements or standards.

15. Default. If at any time during the term of this Lease Renton shall fail to comply with any of the other terms and conditions of this Lease, Seattle shall give written notice to Renton of such default and request Renton to comply with the terms and provisions of this Lease, as the case may be. If such default is not cured within thirty (30) days of Renton's receipt of Seattle's written notice as to the default, or within such period as Seattle determines is reasonable if Seattle determines that the condition caused by such default is a threat to public health and safety, or the environment, Seattle shall have, in addition to such remedies as may be afforded by the laws of the State of Washington, the power and right to declare this Lease terminated and reenter the Leased Land, but notwithstanding such remedies or termination and reentry by Seattle, Renton covenants and agrees to make good to Seattle any deficiency arising from the reentry, removal of personal property and/or improvements, and restoration of the Leased Land and to pay such deficiency upon demand of Seattle.

16. Seattle May Perform. If Renton fails to do any act or thing required to be done by Renton under this Lease, Seattle shall notify Renton of such failure, and give Renton thirty (30) days to perform such act or thing, except for conditions which pose a threat to public health, safety or the environment. In the event Renton fails to perform within said thirty (30) days, Seattle shall have the right at its sole option, but not the obligation, to do such act or thing on behalf of Renton and upon notification of Seattle's reasonable expenditure in connection therewith, Renton shall immediately repay Seattle the amount thereof plus interest at the prevailing rent, per annum, from the date of Seattle's invoice for said expenditure to the date of Renton's repayment.

17. Attorneys' Fees. If any suit or legal action is instituted in connection with any controversy or default arising out of this Lease, the prevailing party shall be entitled to recover costs including such sum as the court may adjudge as reasonable attorney fees and reasonable attorneys' fees on appeal.

18. Non-Waiver. The failure of either party to insist upon strict performance of any of the terms and provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms or conditions, or of any other term or condition, but the same shall be and remain in full force and effect.

19. Notices. Any notice, consent, request, or other communication provided for in this Lease shall be in writing. Such notice, consent, request, or other communication shall be sent by mail to the Seattle, by mailing the same to Seattle at:

Seattle Public Utilities  
Real Property Services  
710 Second Avenue, 9th Floor  
Seattle, WA 98104

Such notice, consent, request or other communication shall be sent by mail to the Renton, by mailing the same to Renton at:

City of Renton  
Planning/Building/Public Works Department  
1055 South Grady Way  
Renton, WA 98055

Notices sent by mail shall be deemed to have been given when properly mailed; the postmark affixed by United States Post Office shall be conclusive evidence of the date of mailing. The party to receive the notice, consent, request, or other communication may hereafter designate another address to the other party, in which case the notice, consent, request or other communication shall be sent to that other address. Alternatively, such notice, consent, request or other communication may be personally delivered to the party to receive the same.

20. Extension. This Lease Agreement may be extended upon mutual agreement of the parties.

21. Assignment or Subletting. Renton may not sublet or assign this Lease Agreement.

22. Jurisdiction. This permit is intended to convey limited rights and interest only. None of the rights granted to Renton shall affect jurisdiction of Seattle over the Leased Land or the Lessors power to perform work on said land. Renton shall in no way interfere with the Lessors present or future use of said Leased Land.

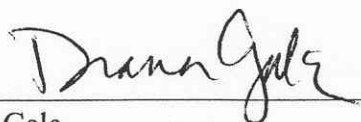
23. Binding Effect. The covenants and agreements of this Lease shall be binding upon and inure to the benefit of Seattle and Renton and their heirs, executors, administrators, and successors.

IN WITNESS WHEREOF, pursuant to the provisions of Ordinance 119202 of the City of Seattle, the parties hereto have executed this Lease thereunto duly authorized the day and year indicated below their signatures.

ACCEPTED BY CITY OF RENTON:

CITY OF SEATTLE:

  
\_\_\_\_\_  
Jesse Tanner  
Mayor, City of Renton

  
\_\_\_\_\_  
Diana Gale  
Director, Seattle Public Utilities

Date: November 5, 1998

Date: 11-9-98

ATTEST:   
\_\_\_\_\_  
Brenda Fritsvold, Deputy City Clerk

## Agreement for Transfer of Water Service and Provision of Primary Fire Service

This AGREEMENT is entered this \_\_\_\_\_ day of \_\_\_\_\_, 1998, between the City of Seattle ("Seattle" through its Seattle Public Utilities (SPU), and the City of Renton ("Renton") through its Water Department, collectively referred to as the "parties."

Whereas Seattle currently provides water service for industrial and domestic use and fire protection to certain real property as described on Exhibit A, which is currently owned by the Boeing Company (Boeing).

Whereas Renton wishes to assume the obligation for providing such water service and has requested Seattle to provide a primary fire service.

Now, therefore, in consideration of the mutual benefits and covenants contained herein, it is agreed as follows:

1. Effective on the next planned meter read date after both parties have signed this agreement, Renton shall assume full responsibility to provide water service to the property identified on Exhibit A. Responsibility for service includes the provision of industrial and domestic water service and joint fire protection (as defined in item #5 below) in accordance with the policies of Renton and State law, and the collection of bills, assessments, and other charges.
2. Seattle will bill Boeing up to the transfer date for services provided to that date. If any of such charges are still outstanding and unpaid 90 days after the date of Seattle's billing, then Renton shall be responsible to collect and promptly remit to Seattle, at its own expense, all amounts due and owing for water services provided to the date of transfer. Renton shall remit to Seattle any funds received for payment of water services until such time that the outstanding Seattle accounts are paid in full.
3. Seattle and Renton shall work cooperatively to assure that the service transfer is accomplished without inconvenience to the customer. Renton shall be responsible for notifying Boeing no less than 60 days prior to the date of transfer, informing them of Renton's rates and the date such transfer is to be effective.
4. Upon request, Seattle agrees to provide Renton with copies of consumption records, and records relating to the metered services transferred, including to the extent they exist, as-builts, design drawings, and maps.

5. For purposes of fire protection for the area described in the Boeing Renton customer transfer area, SEATTLE will provide fire flows to the transfer area by means of the existing 12-inch water mains in Logan Avenue, at a maximum rate of flow governed by the physical capacity of the existing mains; and conditioned also on the continued operation of the three transmission pipelines (Cedar River Pipeline Nos. 1,2 and 3) to which the Logan Avenue water mains are connected.
  
6. Seattle and Renton agree that two of the four water meters, now in place on the mains in Logan Avenue, must be moved, and possibly replaced to provide accurate metering. Renton shall install metering equipment per Section II. Conditions of Service, Section H. Metering Equipment, of the Water Purveyor Contract between The City of Seattle and The City of Renton for the sale of Wholesale Water By Seattle to Renton. In the interim, the four existing meters will be used as the billing meters by Seattle to Renton. These meters are identified as follows by account numbers: 01748480-005, 01748490-005, 01748500-005, and 01748510-005. The new meter installations will be in locations shown in Exhibit B. Renton will be responsible for the design, purchase of meters, and installation in accordance with Seattle standard specifications. Renton shall submit design documents to Seattle for review and approval. After such new installations are inspected and approved and are operating, Seattle shall assume ownership and responsibility for maintaining such metered services. Seattle shall receive full warranties as if Seattle were the original purchaser, and Renton agrees to allow Seattle to prosecute any cause of action in the name of Renton to the extent necessary to enforce any superior rights of Renton to enforce warranties or remedy any deficiency in the design or the construction.

CITY OF SEATTLE

*Diana Gale*  
 Diana Gale, Executive Director  
 Seattle Public Utilities

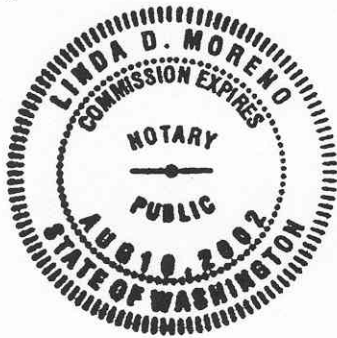
CITY OF RENTON

*Jesse Tanner*  
 Jesse Tanner, Mayor  
 City of Renton

Attest:

*Brenda Fritsvold*  
 Brenda Fritsvold, Deputy City Clerk

Notary Seal must be within box

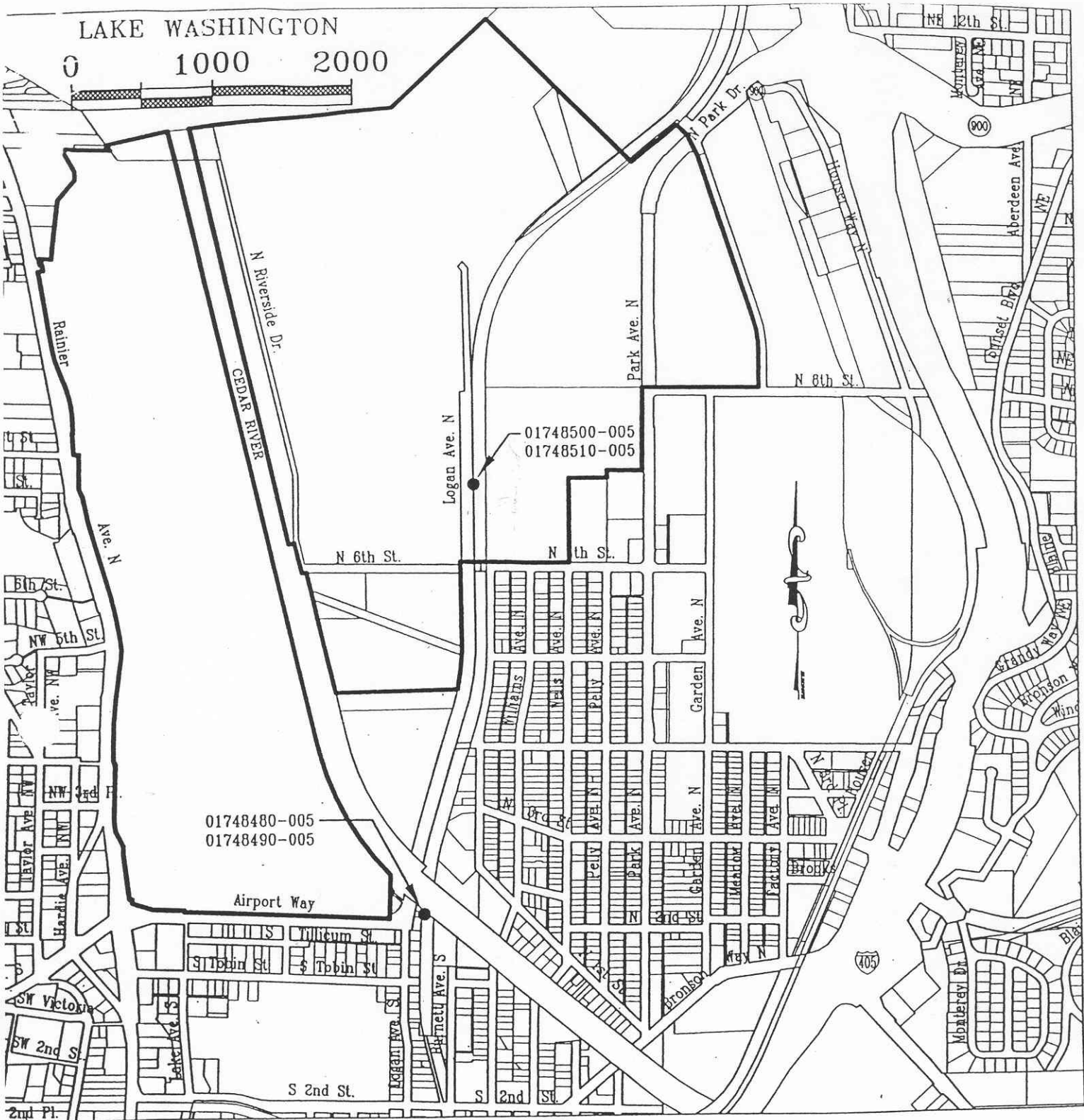


**INDIVIDUAL FORM OF ACKNOWLEDGMENT**

STATE OF WASHINGTON ) SS  
 COUNTY OF KING )

I certify that I know or have satisfactory evidence that Diana Gale signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

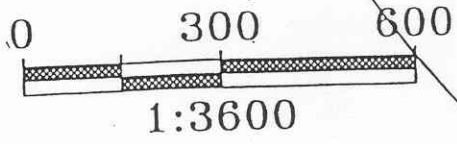
*Linda D. Moreno*  
 Notary Public in and for the State of Washington  
 Notary (Print) Linda D. Moreno  
 My appointment expires: 8-10-02  
 Dated: 11-9-98



**EXHIBIT A  
SEATTLE PUBLIC UTILITIES  
CUSTOMER TRANSFER AREA**

<u>ACCOUNT NUMBER</u>	<u>CUSTOMER NAME</u>	<u>METER LOCATION</u>
01748480-005	Boeing Commercial Airplane Group	Logan Ave. & Airport Way
01748490-005	Boeing Commercial Airplane Group	Logan Ave. & Airport Way
01748500-005	Boeing Commercial Airplane Group	Logan Ave. N & Approx. N 7th St.
01748510-005	Boeing Commercial Airplane Group	Logan Ave. N & Approx. N 7th St.





ort Way

S Tillicum St.

t. S Tobin St

CEDAR RIVER

FUTURE METER  
LOCATION SITE  
(AND POSSIBLE SITE  
OF CRPL BLOWOFF)

Logan Ave. S.

Burnett Ave. S

S 2nd St.

S 2nd St.

Ave. S

Ave S

Ave S

EXHIBIT B  
SEATTLE PUBLIC UTILITIES  
FUTURE METER LOCATION SITE

**Water Purveyor**  
**Contract**  
**between**  
**The City of Seattle**  
**and**  
**The City of Renton**  
**for the**  
**Sale of Wholesale Water**  
**By Seattle to Renton**  
**November 1, 1998**

## TABLE OF CONTENTS

<b>I. TERM OF CONTRACT AND GUARANTEES.....</b>	<b>1</b>
A. AGREEMENT TO SUPPLY AND PURCHASE WATER.....	1
B. TERM OF CONTRACT.....	2
<b>II. CONDITIONS OF SERVICE.....</b>	<b>2</b>
A. ROUTINE SUPPLY OF WATER BY SEATTLE TO RENTON.....	2
B. EMERGENCY SUPPLY OF WATER BY SEATTLE TO RENTON.....	3
C. CONTINUITY OF SERVICE.....	4
D. MINIMUM HYDRAULIC GRADIENT.....	4
E. WATER QUALITY.....	5
F. RESALE TO OTHER PARTIES.....	5
G. FLUSHING ALLOWANCE.....	6
H. METERING EQUIPMENT.....	6
<b>III. COST OF WATER.....</b>	<b>6</b>
A. RATES TO BE BASED ON PURVEYOR WHOLESALE RATES.....	6
B. RATES ESTABLISHED BY ORDINANCE.....	7
C. RATE COMPONENTS.....	7
D. OLD WATER ALLOWANCE.....	7
E. RATE MULTIPLIERS.....	7
F. POSSIBLE PHASEOUT OF WHOLESALE RATE.....	8
<b>IV. PAYMENT.....</b>	<b>8</b>
A. COLLECTION OF MONEY DUE.....	8
B. PENALTIES FOR LATE PAYMENT.....	8
C. DISPUTES.....	8
<b>V. OTHER PROVISIONS.....</b>	<b>8</b>
A. ASSIGNABILITY.....	9
B. AMENDMENTS TO CONTRACT.....	9
C. NOTIFICATION.....	9
D. SEVERABILITY.....	9
E. PLANNING DATA.....	10

F. REPRESENTATION--PURVEYOR COMMITTEE.....	10
G. ANNEXATIONS AND SERVICE AREA CHANGES.....	10
H. CONSERVATION PROGRAM.....	10
<b>VI. DEFINITIONS.....</b>	<b>11</b>
<b>VII. SIGNATURE PAGE.....</b>	<b>12</b>
<b>VIII. LIST OF EXHIBITS.....</b>	<b>13</b>

**CONTRACT BETWEEN THE CITY OF SEATTLE  
AND THE CITY OF RENTON  
FOR THE SALE OF WHOLESALE WATER  
BY SEATTLE TO RENTON**

THIS CONTRACT between the CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter called "SEATTLE", and the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "RENTON", witnesseth the following RECITALS:

1. SEATTLE owns and operates a system for the supply, transmission and distribution of water to persons and customers both inside and outside the corporate limits of SEATTLE;
2. SEATTLE is willing to provide water to RENTON at wholesale water rates under the terms set forth herein;
3. SEATTLE and RENTON have mutually agreed to a maximum daily rate of delivery and a maximum volume from SEATTLE on an annual basis;
4. SEATTLE and RENTON have mutually agreed, in a separate agreement, that SEATTLE will provide Fire Flows at certain Service Connections;
5. SEATTLE and RENTON have mutually agreed that SEATTLE will provide an emergency supply to RENTON;
6. SEATTLE and RENTON have mutually agreed, in a separate agreement, that RENTON will provide an emergency supply to SEATTLE;

NOW, THEREFORE, in consideration of mutual covenants herein, it is agreed as follows:

**I. TERM OF CONTRACT AND GUARANTEES**

A. Agreement To Supply And Purchase Water

1. SEATTLE agrees to supply water to RENTON subject to the conditions of this Contract.
2. RENTON agrees to purchase water from SEATTLE subject to the conditions of this Contract.

B. Term of Contract

1. Subject to the other provisions contained herein, the original term of this Contract shall commence and this Contract shall become effective November 1, 1998.
2. For the routine (non emergency) supply of water by SEATTLE to RENTON (Refer to Section II.), the agreement shall be in effect until December 31, 2011; or until RENTON enters into membership in the Cascade Water Alliance (CWA), whichever comes first. Routine supply of water, as provided for in this part of the agreement, shall not be extended beyond December 31, 2011, unless the CWA is not formed, in which case SEATTLE and RENTON may elect to renegotiate the sale of routine water.
3. For the emergency supply of water, including fire flow protection, by SEATTLE to RENTON (Refer to Section II.), the agreement shall be in effect until December 31, 2038, as long as Seattle and Renton have mutual emergency water supply arrangements in effect; or until Renton enters into membership in the Cascade Water Alliance (CWA), whichever comes first.
4. For purposes of fire protection for the area described in the Boeing Renton customer transfer area, SEATTLE will provide fire flows to the transfer area by means of the existing 12-inch water mains in Logan Avenue, at a maximum rate of flow governed by the physical capacity of the existing mains; and conditioned also on the continued operation of the three transmission pipelines (Cedar River Pipeline Nos. 1, 2 and 3) to which the Logan Avenue water mains are connected. The obligation by SEATTLE to provide fire protection to the Boeing facility from the three transmission pipelines shall survive the termination or expiration of this contract; provided that a written agreement to address this service shall be negotiated subsequent to the termination or expiration of this contract.

## II. CONDITIONS OF SERVICE

A. Routine Supply of Water by Seattle to Renton

1. Under normal circumstances, RENTON will draw water from the SEATTLE transmission pipelines via the current or reconfigured Service Connections in the vicinity of Logan Avenue and the Cedar River; only for the purpose of supplying water to the facilities located in the Boeing Renton service transfer area. On occasion, RENTON may use the other service connections as the need arises. The total volume taken by RENTON, from all service connections in any given month, shall not exceed the total monthly consumption figures shown in Exhibit A to this contract. No prior coordination with SEATTLE is required if volumes

of water remain within this cap. If RENTON's water use exceeds the cap, under other than emergency conditions, the water use that exceeds the cap shall be subject to a two hundred percent (200%) surcharge. If it becomes necessary, under emergency conditions, to use more SEATTLE water, the provisions of Section II. B. would apply.

B. Emergency Supply of Water by Seattle to Renton

1. An "emergency" shall be defined as a major water main break; fire demand; contamination of water production wells; mechanical and/or electrical equipment failure; or interruptions in power supply, within the RENTON system.
2. Any combination of service connections on the SEATTLE transmission pipelines may be used to meet RENTON's needs during the emergency.
3. If RENTON experiences an emergency that requires emergency supply from SEATTLE, RENTON shall curtail its customers' water use commensurate with the nature and duration of the emergency. Before drawing on the SEATTLE water supply for emergency purposes, RENTON shall have activated all of its own backup sources of supply to cope with the emergency. It is understood that emergency supply from SEATTLE is conditioned on SEATTLE's sole determination of availability and Section II. C. Continuity of Service. SEATTLE shall not unreasonably withhold determination of availability, and in the event SEATTLE determines there are limitations on availability, then continuity of service to RENTON shall be maintained by SEATTLE, to the extent feasible, in the same manner as service to SEATTLE's other purveyor customers.
4. During such emergencies, SEATTLE shall make available an amount not to exceed ten million (10,000,000) gallons per day from service connections on SEATTLE's transmission pipelines, for a period not to exceed three (3) years.
5. Coordination prior to and during emergency operations shall be as follows:
  - a) For operation of the service connections, liaison shall occur between representatives of the systems, who are: Water Utility Supervisor (RENTON) and Water Treatment and Supply Manager (SEATTLE) or their designated representatives.
  - b) For the purposes of discussing and resolving engineering issues, liaison shall occur between representatives of the systems, who are: Water Utility Supervisor (RENTON) and Water Resource Manager (SEATTLE) or their designated representatives.

- c) For purposes of administration, liaison shall occur between representatives of the systems, who are: Administrator for Plan/Building/Public Works Division (RENTON) and Water Resource Manager (SEATTLE) or their designated representatives.

C. Continuity of Service

1. Continuity of service to RENTON shall be maintained by SEATTLE, to the extent feasible, in the same manner as service to SEATTLE's other Purveyor customers. In the event of a general emergency or water shortage affecting the entire regional service area requiring restrictions on the delivery of water, general restrictions placed upon deliveries to RENTON shall be determined by a similar method to that used for restricting deliveries to SEATTLE's other Purveyor customers. In the event of localized emergency problems, temporary service interruptions may result.
2. It is recognized by both parties that emergency conservation measures may have to be implemented by SEATTLE on a regional basis in order to meet an emergency condition. RENTON shall assist and support such emergency conservation measures.
3. SEATTLE shall provide oral notice to RENTON, and may temporarily interrupt or reduce deliveries of water to RENTON, if SEATTLE determines that such interruption or reduction is necessary or reasonable in case of system emergencies, or in order to install equipment, make repairs, replacements, investigations and inspections or perform other maintenance work on SEATTLE's water system or those parts of the system supplying RENTON. Except in cases of emergency, and in order that RENTON's operations will not be unreasonably interfered with, SEATTLE shall give RENTON reasonable written notice of any such interruption or reduction, the reason therefore, and the probable duration thereof.

D. Minimum Hydraulic Gradient

1. A minimum hydraulic gradient or head for each Service Connection shall be used as a criterion for SEATTLE's and RENTON's comprehensive water planning efforts. If SEATTLE finds that it would benefit the Regional Water Supply System and purveyors as a class, the minimum hydraulic gradient or head in Exhibit B may be modified by SEATTLE, at its sole discretion, only once during the life of this contract; provided that four (4) years' advance notice is given to RENTON.
2. SEATTLE will use its best efforts to supply water from its system to that of RENTON at the points of connection and at not less than the minimum hydraulic



gradient or head at the inlet side of the Service Connection meter, as shown on Exhibit B., except as noted in this Contract. It is understood that circumstances may prevent SEATTLE from providing, at all times, this minimum hydraulic gradient.

3. Additional Service Connections between RENTON's and SEATTLE's water systems or adjusted minimum gradients may be established from time to time, by mutual agreement between SEATTLE and RENTON, in which instance Exhibit II. A. shall be appropriately amended to reflect such additional points of connection or adjusted minimum gradients.

E. Water Quality

1. The quality of water delivered under this Contract shall comply with all applicable provisions of the State and Federal law and rules and regulations of the appropriate State and Federal agencies governing water quality; and shall be subject also to applicable provisions of SEATTLE ordinances relating thereto and not inconsistent herewith.
2. Both parties agree that this provision will not be binding on SEATTLE in instances in which an emergency exists and best efforts and reasonable prudence have been exercised.
3. RENTON may obtain water from other State approved sources without the written consent of SEATTLE.
4. RENTON and SEATTLE are responsible for the quality of the water in their respective distribution systems.

F. Resale to Other Parties

RENTON may sell water supplied to it by SEATTLE to other parties outside its existing or future boundaries for resale to ultimate consumers only upon written consent of SEATTLE (or oral consent, in case of an emergency).

G. Flushing Allowance

Credit for water used for flushing water mains will not be awarded under this agreement.

H. Metering Equipment

1. SEATTLE shall own and maintain appropriate metering devices to measure the water flowing from SEATTLE's water system to RENTON at each Service Connection.
2. The entire cost of each additional Service Connection, including the cost of meters, shall be paid by RENTON.
3. Rehabilitation and/or replacement of master meter installations resulting from routine operations or safety requirements shall be at SEATTLE's expense. If SEATTLE removes and replaces a RENTON meter because it is under or over capacity (based on AWWA standards or factory rating criteria), or where RENTON desires to change, interrupt or discontinue a service connection, then the net cost of these changes shall be paid to SEATTLE by RENTON.
4. In regard to the Boeing Customer transfer area, RENTON shall, upon execution of this agreement, prepare two (2) master meter relocation designs within 6 months. It shall also complete the installation within two (2) years of design completion and approval by SEATTLE. RENTON shall be allowed to relocate the two (2) new meters recently installed by SEATTLE in these meter relocations as long as the accuracy meets SEATTLE's requirements. RENTON shall be responsible for all costs associated with developing the new metering arrangement, including but not limited to, design, infrastructure, site acquisition and easements, construction, and SEATTLE's in-house costs for coordination and inspection, excluding costs for relocated meters.

### III. COST OF WATER

A. Rates to be Based on Purveyor Wholesale Rates

Rates charged by SEATTLE to RENTON for water service shall be based on the wholesale rates charged to other purveyors and by the factors set forth in Section III. E. below.

B. Rates Established by Ordinance

Revisions to the wholesale rates which serve as the basis for the charges to RENTON will be made by ordinance and will apply to RENTON with the same effective date as other wholesale customer rates.

C. Rate Components

Rates charged to RENTON will include all components of the wholesale rate schedule with the following exceptions: Demand Charges will not be levied against RENTON and Growth Charges will not be levied; Base Service Charges (monthly meter charges) shall apply to all meters, existing or future, except for account numbers 01748610-005 (6-inch meter), 01748620-005 (3-inch meter), and 01748670-005 (6-inch meter). The Rate Adjustment Factor, as defined in item E. below, shall not be applied to the Base Service Charges.

D. Old Water Allowance

RENTON's old water allowance is defined in Exhibit A. For the purpose of this agreement, the old water allowance is used to establish a threshold between routine water usage and water that would be charged by a 200% surcharge (i.e. three times rate adjustment factor times commodity charge), as defined in Section II. Conditions of Service, E. Rate Multipliers.

E. Rate Multipliers

The effective rate to RENTON is the Commodity Charge Rate for Wholesale Customers, in SEATTLE's rate ordinance, multiplied by a Rate Adjustment factor. The growth surcharge, as specified in the purveyor contracts (Section III. C. Purveyor Rate Structure), shall not be applicable to water purchased under the terms of this agreement. The following factors will be used:

Time Period	Rate Adjustment Factor
1998 through date of completion of Boeing Renton meter replacement	1.30
Boeing Renton meter replacement completion through 2011	1.05

If an emergency arises that meets the condition specified in Section II. B. Emergency Supply of Water by SEATTLE to RENTON, the Rate Adjustment Factor shall be 1.0

for the duration of the emergency for that volume of water used for emergency purposes.

F. Possible Phaseout of Wholesale Rate

In the event that the number of Purveyor customers of SEATTLE declines to the point that SEATTLE no longer intends to offer a wholesale rate in its rate ordinance, SEATTLE will notify RENTON 180 days in advance of the ordinance change. SEATTLE and RENTON agree to develop a replacement set of charges for service under this contract within that 180 day period.

#### IV. PAYMENT

A. Collection of Money Due

RENTON shall be billed by SEATTLE on a monthly basis for the supply of water delivered by SEATTLE. RENTON shall pay these water bills within sixty (60) days of the billing dates.

B. Penalties for Late Payment

SEATTLE may assess a late charge on RENTON for failure to make full and timely payment as provided in Section IV. A. This late charge shall be established by SEATTLE as a percentage of the late portion of the water charges owed, provided that the percentage rate shall not exceed the maximum amount permissible by law.

C. Disputes

RENTON may dispute the accuracy of any portion of the water charges by taking the following two actions within the sixty (60) day payment period established in Section IV. A.: (1) notifying SEATTLE in writing of the specific nature of the dispute, and (2) paying the undisputed portion of the water charges. SEATTLE shall consider and decide any billing dispute in a reasonable and timely manner. Late charges will start to accrue on any unpaid disputed water charges only after SEATTLE has rendered a final decision and after expiration of any additional "grace period" which may be established by SEATTLE as part of the final decision on the dispute.

## V. OTHER PROVISIONS

### A. Assignability

1. This Contract shall be binding upon all successors and assigns of the parties. Neither party may assign or transfer its interest in this Contract without the written consent of the other party, which shall not be unreasonably denied, except that such consent shall not be required when the assignment or transfer is mandated by State law. Subject to such limitation, SEATTLE and/or RENTON may assign its interest to a legally constituted regional water authority.
2. It is further agreed, that SEATTLE shall not demand or receive any additional consideration for such an assignment as a result of SEATTLE and RENTON having signed this Contract.

### B. Amendments to Contract

Either party may request in writing that the other party consider an amendment of this Contract. If the amendment is mutually acceptable, an amendment of this Contract shall be prepared in writing and become effective upon execution by both parties.

### C. Notification

1. Whenever in this Contract notice is required to be given, the same shall be given by the following representatives by United States mail (registered or certified with return receipt requested), addressed to the respective parties at the following addresses: Director, Seattle Public Utilities, 710 Second Avenue, 10<sup>th</sup> Floor, Seattle, WA 98104 and City of Renton, Renton City Hall - 5<sup>th</sup> Floor, 1055 South Grady Way, Renton, WA 98055; unless a different representative or address shall be hereafter designated in writing by either of the parties given by the procedure set forth above.
2. The date of giving such notice shall be deemed to be the date of mailing thereof.
3. Billings for and payments of water bills may be made by regular mail.

### D. Severability

It is the intent of the parties that if any provision of this Contract or its application is held by a court of competent jurisdiction to be illegal, invalid, or void, the validity of the remaining provisions of this Contract or its application to other entities, purveyors or circumstances shall not be affected. The remaining provisions shall continue in full force and effect, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular invalid provision, provided

however, if the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable and infeasible and is found to seriously affect the consideration and is inseparably connected to the remainder of the contract, the entire Contract shall be invalid.

E. Planning Data

Both parties to this agreement will share planning data as necessary for the efficient operation of the two water systems. Any records relevant to water supply and consumption within the possession of SEATTLE or RENTON will be provided to the other upon reasonable request.

F. Representation--Purveyor Committee

RENTON shall not become a member of the Purveyor Committee as a result of entering into this Contract.

G. Annexations and Service Area Changes

In the event RENTON should annex to or transfer all or a portion of its service area receiving SEATTLE water, adjustments shall be made in RENTON's water requirements and costs to reflect that associated with these areas.

H. Conservation Program

1. Under the terms of this agreement, RENTON shall assist and support SEATTLE's regional conservation programs for RENTON's retail customers that make use of water purchased from SEATTLE.
2. SEATTLE has developed and implemented a regional water conservation program, as contained in its Comprehensive Regional Water Plan. For Renton's retail customers making use of water purchased from Seattle, this conservation program shall be implemented by SEATTLE with the assistance and support of RENTON, except that RENTON shall not be required to adopt special rates with respect to this program. The basis for allocating costs of this conservation program shall be reviewed and evaluated by the independent rate consultant as part of each rate study.
3. Renton shall support SEATTLE's regional water conservation program for RENTON's retail customers making use of water purchased from SEATTLE.
4. It is understood that RENTON retains final authority over the expenditure of funds needed to implement its conservation program for its own service area.

5. SEATTLE shall include RENTON's retail customers making regular use of water purchased from SEATTLE as eligible for participation in SEATTLE's financial incentive (rebate) conservation programs.

## VI. DEFINITIONS

As used in this Contract:

"Purveyor" means a water district, other municipality or utility authorized to and engaging in the distribution of water under the laws of the State, which distributes, on a retail basis, water directly supplied to it by SEATTLE.

"Regional Water Supply System" means the City's water supply system consisting of dams, impounded water, supply and transmission mains, pumps, treatment facilities, and all facilities utilized in conveying water from its source to the City's water storage facilities and to the purveyors.

"Service Connection" means a section of pipe, with a water meter and appurtenances, through which water is delivered from the Regional Water Supply System to a purveyor's system.

"Comprehensive Regional Water Plan" means the latest plan, and amendments thereto, prepared by SEATTLE to comply with the requirements for "water system plan" of WAC 248-54-580 and amendments thereto.

VII. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year above written.

CITY OF RENTON

CITY OF SEATTLE

By: Jesse Tanner  
Jesse Tanner, Mayor

By: Paul Schell  
Paul Schell, Mayor

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

Brenda Fritsvold  
Brenda Fritsvold, Deputy City Clerk

Judith Pippin  
Judith Pippin, City Clerk

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

Larry Warren  
Larry Warren, City Attorney

William H. Patton  
WILLIAM H. PATTON, ASSISTANT FOR  
Mark Sidran, City Attorney



**VIII. LIST OF EXHIBITS**

**A. EXHIBIT A to Renton Water Purveyor Contract**

	<u>Month</u>	<u>Cumulative</u>
January	20107	20107
February	26954	47061
March	23816	70877
April	23909	94786
May	24750	119536
June	24456	143992
July	26749	170741
August	31989	202730
September	22324	225054
October	21075	246129
November	20554	266683
December	<u>21099</u>	287782
<b>Year Total</b>	<b>287782</b>	

**EXHIBIT A**

Exhibit B to Renton Water Purveyor Contract

EXHIBIT B  
SEATTLE PUBLIC UTILITIES  
MINIMUM HYDRAULIC GRADIENT OF WATER SUPPLIED (1)

CITY OF RENTON

Location	Station Number	Size of Meter (In)	Pipeline Segment No. (2)	Minimum Head For Planning Purposes At Stations (Ft) (3)
CRPL and 84 <sup>th</sup> Av S	38	6	12	455
CRPL R/W & Lk Youngs Way	39	10	12	465
7 <sup>th</sup> Jones St-P/L R/W	36	6	12	460
P/L At Renton	37	3	12	460
9602 S 160 <sup>th</sup>	33	6	13	455
CRPL4-St Hwy 5-C	34	8	13	460
Logan Av near Cedar River (4)		10	12	450
Logan Av near Cedar River (4)		10	12	450

NOTES:

- (1) The Minimum Hydraulic Gradient is based on historic use patterns for the connection, demand projections to 1995, and a maximum demand factor of 1.3; except Logan Avenue taps (see Note 4).
- (2) Station and Pipeline Segment Numbers pertain to demand metering program. Per terms of this contract, none of these service connections are subject to demand metering.
- (3) All Minimum Head elevations are based on City of Seattle datum and are rounded to the nearest 5 feet.

The minimum heads established for service connections, are based on estimates of the physical capacity of the existing 12-inch mains in Logan Avenue, with both supply mains in operation under assumed peak day demands. The location described as "Logan Av near Cedar River" is the site in Linear Park for the 2 relocated meters.0.....

**AMENDMENT NO. 1  
TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON  
AND THE CITY OF SEATTLE AND SEATTLE PUBLIC UTILITIES**

This Amendment to the Interlocal Agreement, hereinafter referred to as "Amendment", is made and entered into this 21<sup>st</sup> day of December, 2011, by and between the CITY OF SEATTLE, a municipal corporation in the State of Washington, acting by and through its SEATTLE PUBLIC UTILITIES, hereinafter referred to as "SEATTLE", and the CITY OF RENTON, a municipal corporation in the State of Washington, hereafter referred to as "RENTON".

WHEREAS, SEATTLE and RENTON entered into an Interlocal Agreement, hereinafter referred to as "Interlocal Agreement", on November 9, 1998 and said Agreement is attached under Exhibit A for reference;

WHEREAS, SEATTLE and RENTON mutually desires to amend the Interlocal Agreement to extend the termination date of the agreement;

NOW, THEREFORE, SEATTLE and RENTON agrees to amend the Agreements as follows:

- I. In accordance with Section III of the Interlocal Agreement, the duration of the Agreement is extended until January 1, 2062.
- II. No other provision of the Interlocal Agreement is affected by this Amendment.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 1 to the Interlocal Agreement

CITY OF RENTON

Denis Law  
By: Denis Law, Mayor  
Date: 7/25/11  
Bonnie I. Walton  
Attest: Bonnie I. Walton, City Clerk  
Date: July 25, 2011

CITY OF SEATTLE / SEATTLE PUBLIC UTILITIES

Ray Hobbs  
By: \_\_\_\_\_  
Title: Director, SPU  
Date: 12/21/11

EXHIBIT "A" FOR AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter called "Seattle", and the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "Renton", for and in consideration of the terms and conditions herein below set forth in greater detail, to:

- A. provide for the use of specific sections of Renton's rights-of-way for water transmission lines and appurtenances by Seattle;
- B. provide for the use by Renton of certain real property owned by Seattle; and

WHEREAS, Seattle owns and operates a system for the supply, transmission, and distribution of water, and sells and distributes water to its own inhabitants and also to other persons and customers outside the corporate limits of the City of Seattle; and

WHEREAS, Seattle has made application to Renton for renewal of that particular franchise granted pursuant to Renton Ordinance No. 903; and

WHEREAS, both cities have been in negotiations regarding the terms of the proposed franchise renewal in a good faith effort toward understanding and mitigating the problems and concerns raised by Renton relating to Seattle's large diameter water transmission lines which traverse the City of Renton; and

WHEREAS, Seattle owns in fee simple certain sections of the Cedar River Pipeline right-of-way; and

WHEREAS, the use by Renton of said areas will not interfere unreasonably with the use by Seattle of said rights-of-way for water pipeline purposes;

NOW, THEREFORE, it is mutually agreed by Seattle and Renton as follows:

## SECTION I. SEATTLE FACILITIES IN RENTON RIGHT-OF-WAY

### A. TERMS AND PRIVILEGE

There is hereby granted to Seattle from the date of acceptance hereof, the right, privilege, authority to operate, maintain, repair and reconstruct three water transmission lines together with the necessary appurtenances thereto, excluding service lines to any customer unless specifically approved by Renton, subject to the terms and conditions as set forth hereinafter in this Agreement, in those portions of Renton rights-of-way described as follows:

1. Cedar River Pipeline No. 1 (66-inch diameter) and Cedar River Pipeline No. 2 (51-1/2 inch diameter) across Houser Way South and in South Third Street from Houser Way South to the west margin of Burnett Avenue South.
2. Cedar River Pipeline No. 3 (66-inch diameter) in Mill Avenue South beginning at the northwesterly margin of Interstate 405 right-of-way and extending northerly to South Second Street, thence westerly in South Second Street to a point 100 feet west of the west margin of Logan Avenue South and the beginning of Seattle's fee-owned right-of-way.
3. Two 12-inch water mains located within Logan Avenue South, northerly of the Cedar River Pipelines to South Tobin Street, thence east on South Tobin Street to the Burlington Northern Railroad right-of way, thence north to the City of Renton Linear Park, as shown on the drawing attached as Exhibit "A". This portion is included herein under the condition, and in the event that Boeing transfers these water mains to the City of Seattle.

### B. RIGHTS AND CONDITIONS

#### 1. Repair and/or Replacement of Pipelines:

The existing Cedar River Pipelines have been in place and in service for up to ninety years. Considering the potential impact of the event of a failure, break, or major leak from these pipelines through the downtown core of Renton and the resultant damages to residents and businesses from such an event, Seattle shall take every reasonable and responsible action to reduce or eliminate such impact.

- a) **Emergency Response Plan** - Seattle shall submit to Renton, within 365 days of the date of this Agreement, an emergency response plan for all Seattle facilities covered by this Agreement.
- b) **Analysis of Condition** - Within two years of the date of this Agreement and every fifth year thereafter, Seattle shall provide Renton with a detailed engineering analysis of the strength and condition of the Cedar River Pipelines through Renton's downtown core.
- c) **Safety Improvements** - Seattle shall construct improvements on the pipelines for controlled drainage with adequate valving and conveyance to protect Renton's streets, homes, businesses, and other facilities in the event of a failure or emergency. Seattle

shall install, in a timely fashion, mainline shutoff valves west of Renton to be able to isolate the downtown core from drainage in case of a main break. Seattle shall initiate procedures to implement sufficient improvements in a timely manner to address any and all recommendations included in the above Analysis of Condition.

d) **Work Requirements:**

- 1) **Ingress and Egress** - Seattle, as Grantee herein, shall have the right of reasonable ingress to and egress from said water transmission lines for the purpose of repair, replacement, and maintenance thereof, but such right shall be subject to and consistent with the provisions of this Agreement and junior to the rights of the public for use of said avenues or streets. All necessary work required to be done by Seattle shall be completed with reasonable dispatch and with the least practicable interference with or inconvenience to the rights of the public, individuals, and affected businesses.
- 2) **Restoration** - Seattle shall restore all streets, alleys, sidewalks, and public grounds, upon completion of any excavation, installation, repair or replacement (the work), to their prior or better condition of safety, utility and type of construction, in which case (the work) shall conform to current Renton Trench Restoration Requirements and City of Renton Construction Standard Specifications and Plans and applicable codes and laws. In case any obstruction caused by Seattle shall remain longer than five days after notice to remove it, or in the case of neglect or failure by Seattle to protect any dangerous places by proper guards, barricades, or other precautions, Renton may remove or protect them at the expense of Seattle.

When notice has been provided to Seattle by Renton at least one year in advance of construction for planned paving, Seattle shall not be permitted to excavate into such pavement for a period of five years unless an emergency necessitates such or Renton permits such excavation.

- 3) **Moving or Relocating Appurtenances to Seattle Pipelines** - Whenever it shall become necessary in the grading or regrading, paving, or repaving, improving any highway, street, avenue, or alley in the City of Renton, or in the building of any sidewalks or improvements thereon, or in the construction of any sewer or water main, or in the laying down of any other duly authorized conduit owned or controlled by Renton, to move or remove any appurtenances (such as valve boxes, blow-off assemblies, etc.) to Seattle's water transmission lines, which are located above, at or in the proximity of the surface, Seattle shall, upon receiving reasonable notice from Renton, move or remove such appurtenances, except the water transmission lines, at its own cost and expense; and if Seattle shall fail, neglect, or refuse to move such appurtenances within a reasonable time, as determined by Renton, then same may be moved by Renton at the expense of Seattle.
- 4) **Permits** - Seattle shall secure all applicable and necessary permits from Renton and approval by Renton shall not be unreasonably withheld. It is understood that,

during an emergency, requirements for permits would be modified in accordance with applicable laws, codes, and ordinances, as necessary, and, in the event that no such law, code, or ordinance affects the reconstruction during an emergency, the permit requirement stated herein shall be waived. During said reconstruction, Renton shall have the right to direct and control the locations for access to the work and stockpiling of materials and equipment. Restoration by Seattle shall be equal to or better than that which existed at the commencement of the reconstruction. Seattle shall notify Renton, in advance of any reconstruction, in writing, by submission of plans for such work. Major reconstruction activities shall require at least two years advance written notice by Seattle to Renton. Notice shall include submission of plans for work to Renton.

- 5) **As-Built Plans** - A copy of as-constructed plans, as available, which identify the pipelines and their appurtenances, as well as all interfering utilities, landmarks, and physical features, shall be provided to Renton by Seattle within 180 calendar days following execution of this Agreement. Following any reconstruction, Seattle shall provide a copy of as-constructed plans for such work to Renton in accordance with conditions noted herein. Locations shown on the as-constructed plans shall be referenced to known monuments and established survey control and pipeline locations shown shall be within the accuracy requirements in accordance with State statutes.
  - 6) **Inspection** - If major reconstruction occurs in Renton, then a Renton inspector will be present and the costs for said inspector and corresponding inspection shall be paid by Renton and reimbursed to Renton by Seattle in a timely manner following submittal of an invoice to Seattle.
  - 7) **Construction Access & Traffic Control** - Any operation or maintenance activity by Seattle shall not prevent normal access over Renton's streets without written permission from Renton. Traffic control costs incurred by Renton as a result of Seattle's operation or maintenance activities shall be reimbursed to Renton by Seattle. Seattle shall maintain access for emergency purposes at all times over those pipeline segments within the City Limits. For normal minor maintenance, oral approval may be given, and traffic control will be done by Seattle crews.
  - 8) **Alterations of Renton Facilities Requested by Seattle** - All alterations, moving, or adjusting of Renton's pipelines and appurtenances in the Renton right-of-way required by construction of improvements undertaken by Seattle shall be performed by Renton's Water Department or designee, at the sole cost and expense of Seattle. No construction work shall be undertaken or initiated on Renton's facilities without Renton's prior written approval.
- e) **Additional Pipelines** - The rights granted herein apply to the existing Seattle transmission pipelines only, as of the date of execution of this Agreement. Additional Seattle transmission pipelines will require an amendment to this Agreement or a separate agreement as determined by Renton, dependent upon the scope of work contemplated, its location, disruption of existing utilities and appurtenances, and other related factors.

2. **Response by Seattle for Planned Improvements by Renton** - Renton shall transmit to Seattle information regarding any street or any utility facility improvements placed in the proximity or across any of Seattle's water transmission lines, and Seattle shall review and transmit any comment to Renton within a period of 20 days after receipt of same.

3. **Cathodic Protection/Impressed Current**

a) **Existing Installations** - Where a Seattle pipeline is already cathodically protected by impressed current, Seattle shall provide a copy of the design report and as-constructed drawings for the city's records and review. These records should be transmitted within 180 days of the date of this Agreement. Seattle will review City of Renton water plans and other utility plans using metallic pipe that may have been installed since Seattle's cathodic protection (CP) system was installed, to identify and correct any possible problems. Renton will furnish all information it has on cathodic protection test stations (Seattle and Renton's) that Renton has installed in these areas of concern. If any additional test stations are needed in order to do a comprehensive analysis of Seattle's impressed current or CP system effects on Renton's utility systems, Seattle will install them. Upon completion of the initial and annual testing of the existing CP system, Seattle shall demonstrate to Renton that the CP System as installed on Seattle's facility will not adversely effect Renton's facilities and shall take corrective action, as necessary, to eliminate adverse effects on Renton's facilities. If corrective action is necessary, Seattle shall provide Renton a time schedule for corrections.

All Seattle pipelines that are cathodically protected shall be dielectrically isolated from Renton pipelines. Seattle shall provide a report demonstrating dielectric isolation from Renton pipelines, or a report showing no need to do so, within one year from the date of this Agreement. Prior to energizing or substantial adjustment of a rectifier, Seattle shall notify Renton, as well as provide a report demonstrating stray current evaluation to include measurement of the potential shift at: groundbed; at pipeline crossings; and where pipelines run parallel within 25 feet of a Seattle cathodically protected facility.

b) **Test Stations** - When new test stations are installed by Seattle on Renton facilities, Seattle shall be required to have a Construction Permit from Renton. Renton shall have an inspector verify the installation to industry standards.

c) **New Installations** - For new installations or additions to existing installations, Seattle shall provide plans and specifications to Renton for comment, as required for a normal permit process. Renton's review/comments of the CP system design will be limited to a check on the location of the proposed installation and identification of any potential physical or electrical conflicts with Renton facilities. Upon completion of the installation of a new or modified CP system, Seattle shall demonstrate to Renton that

the CP System installed on Seattle's facility will not adversely affect Renton's facilities and shall take corrective action, as necessary, to eliminate adverse effects on Renton's facilities.



- d) **Annual Testing** - In addition to demonstrating, with initial testing, that there are no adverse effects on Renton facilities, Seattle shall test Renton's facilities annually to show that no adverse effects exist. Renton shall be invited, in writing, two weeks in advance, when testing said facilities to verify and learn testing procedures. Seattle will be responsible for operating its CP system rectifiers in the area in sufficient combinations to determine existence of cathodic protection interference.
  - e) **Annual Reports** - Seattle agrees to submit an annual report which attests to the fact that no adverse effects have occurred on Renton's facilities. The report shall also include data on rectifier settings, DC amps/volts out put, pipe to soil potential measurements, and shunt readings at interference/cross bonds or across isolation joints.
  - f) **Liability For Damages** - Seattle shall be responsible to correct stray current problems that are detected during annual testing or at any other time, and shall be responsible in damages to Renton and/or to third parties for all stray current damage, as defined by a mutually acceptable Corrosion Engineer, that results from the operation of the Seattle cathodic protection system.
4. **Claims** - Seattle agrees to join with Renton in the defense of any and all claims or actions of any kind or description which may accrue to or be suffered by any person, persons, or property by reason of Seattle's use of said areas. In case of any suit or action brought against Renton by reason thereof, Seattle will, upon notice to it of the commencement thereof, join with Renton in defense of such suit or action. Any final judgment awarding damages shall be paid in whole or part or shared in such proportions as shall be fixed by the court or jury if the parties cannot agree.

#### C. SERVICE TRANSFERS

Seattle shall, upon request by Renton, in a reasonable time, conclude with Renton a plan for orderly transfer and takeover of service by Renton of those residential and industrial/commercial customers within Renton city limits or Renton's franchise area within the Skyway Coordinated Water System Plan all in accordance with State law and the Skyway Coordinated Water System Plan.

The transfers, cost of water, and billing procedures shall be done by separate Agreement.

#### D. POLLUTANTS AND HAZARDOUS SUBSTANCES

During the term of this Agreement, Seattle agrees to keep the right-of-way and facilities covered by this Agreement in compliance with any and all Environmental Laws and not cause or permit contamination from Hazardous Substances or Pollutants in violation of Environmental Laws. Upon notice or discovery of any release of any Hazardous Substance caused by Seattle or expressly authorized by Seattle to occur upon the right-of-way and facilities covered by this Agreement, Seattle shall immediately take all necessary steps to report, respond to, and clean up the same and restore the right-of-way and facilities covered by this Agreement to its preexisting condition in accordance with applicable Environmental Laws and Requirements and shall report any such release to Renton within 24 hours of discovery.

## E. HOLD HARMLESS, RELEASE AND LIABILITY INSURANCE

1. **Seattle Indemnification:** Seattle agrees to indemnify, defend, and hold harmless Renton, its officers and employees, from and against any and all claims, demands, damages, losses, liens, penalties, fines, expenses of every kind and nature, including attorney's fees, and liability for the following:

Any claims or liability arising from an accident or injury or damage to property on or about the right-of-way and facilities covered by this Agreement caused by the wrongful or negligent acts or omissions of Seattle, its agents, tenants, licensees, invitees, employees, or other occupants of the right-of-way and facilities covered by this Agreement.

As between the parties and for the purposes of the foregoing obligations Seattle waives any immunity, defense or other protection that may be afforded by any workers compensation, industrial insurance or similar laws (including but not limited to the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington).

Any activities or use of the right-of-way and facilities covered by this Agreement by Seattle which cause or knowingly permit the release or the threatened release of any Hazardous Substance on the right-of-way and facilities covered by this Agreement.

This indemnification shall survive the termination of this Agreement.

This indemnification shall not apply to Hazardous Substances generated, discharged, or deposited on the right-of-way and facilities covered by this Agreement prior to the date of occupation granted by the initial franchise. Additionally, this indemnification shall not apply to Hazardous Substances generated, discharged, or deposited on the right-of-way and facilities covered by this Agreement after the date of occupation granted by the initial franchise which arise from Renton's activities on the right-of-way and facilities covered by this Agreement, and shall not apply to Hazardous Substances which migrate onto the right-of-way and facilities covered by this Agreement from off-site.

Renton, at its sole expense, may employ additional counsel of its choice to associate with counsel defending against any such claims, lawsuits, or administrative proceedings.

2. **Seattle's Insurance:** Seattle shall provide and keep in force and effect during the term hereof, public liability insurance with limits of not less than Five Million Dollars (\$ 5,000,000) covering injuries to persons, including death, and loss of or damage to real and personal property. Such insurance may be provided under Seattle's blanket comprehensive liability insurance policy. During the term of this Agreement, Renton shall be named as an additional insured under such insurance to the extent of Seattle's undertaking set forth in Section I. E. 1. Entitled "Seattle Indemnification" including any claims of accident, injury, or damage arising from Seattle's use of the right-of-way and facilities covered by this Agreement. A certificate evidencing such insurance coverage shall be delivered to Renton not less than fifteen (15) days prior to the execution of this Agreement. Such certificate of insurance will provide for fifteen (15) days advance notice in the event of cancellation.

If Seattle is self-insured, Seattle will provide Renton with evidence to that effect. Renton will

require any contractor and/or subcontractor to maintain insurance coverage in accordance with the preceding paragraph.

#### **F. DEFAULT**

If at any time during the term of this Agreement Seattle shall fail to comply with any of the other terms and conditions of this Agreement, Renton shall give written notice to Seattle of such default or otherwise to comply with the terms and provisions of this Agreement, as the case may be. If such default is not cured within thirty (30) days of Seattle's receipt of Renton's written notice as to the default, or within such period as Renton determines is reasonable if Renton determines that the condition caused by such default is a threat to public health and safety, or the environment, Renton shall have, in addition to such remedies as may be afforded by the laws of the State of Washington, the power and right to declare this Agreement terminated and reenter the right-of-way and facilities covered by this Agreement, but not withstanding such remedies or termination and reentry by Renton, Seattle covenants and agrees to make good to Renton any deficiency arising from the reentry, removal of personal property and/or improvements, and restoration of the right-of-way and facilities covered by this Agreement and to pay such deficiency upon demand to Renton.

#### **G. RIGHT TO REMEDY/DEFAULT INTEREST**

If Seattle fails to do any act or thing required to be done by Seattle under this Agreement, Renton shall notify Seattle of such failure, and give Seattle thirty (30) days to perform such act or thing, except for conditions which pose a threat to public health and safety, or the environment. In the event Seattle fails to perform within said thirty (30) days, Renton shall have the right at its sole option, but not the obligation, to do such act or thing on behalf of Seattle and upon notification of Renton's reasonable expenditure in connection therewith, Seattle shall immediately repay Renton the amount thereof plus interest at eight (8) percent per annum, from the date of Renton's invoice for said expenditure to the date of Seattle's repayment.

## **SECTION II. RENTON FACILITIES IN SEATTLE RIGHT-OF-WAY**

### **A. PREMISES**

By separate Agreement, Seattle shall grant Renton a 40 year lease for vehicle parking and park purposes in the area described below:

- 1. Parcel "A" for Public Vehicle Parking, Access to the Abutting North Site and Pedestrian Crossing Purposes:** That portion of the City of Seattle, Cedar River Pipeline right-of-way located in Section 18, Township 23 North, Range 5 East, W.M., King County, Washington situated in Blocks 1 and 6 of the Plat of Smithers Sixth Addition to Renton, Volume 26 of Plats, page 47, records of King County, Washington, and Block 1 of the Plat of Motor Line Addition to Renton Volume 9 of Plats, page 50, records of King County, Washington, lying north of South Third Street between the east margin of Morris Avenue South and the west margin of Logan Avenue South, in Renton, Washington; and

2. **Parcel "B" for Park/Plaza Purposes:** That portion of the City of Seattle, Cedar River Pipeline right-of-way located in Section 18, Township 23 North, Range 5 East, W.M., King County, Washington situated in Block 2 of the Plat of Motor Line Addition to Renton Volume 9 of Plats, page 50, records of King County, Washington, lying north of South Third Street between the east margin of Logan Avenue South and the west margin of Burnett Avenue South, in Renton, Washington.

Seattle also grants to Renton permission and authority to use the following areas, as described below, extending existing uses granted in the aforesaid franchise granted pursuant to Renton Ordinance No. 903:

3. That portion of Seattle's 30-foot wide Cedar River Pipeline No. 3 right-of-way lying between the northerly and the southerly westbound lanes of South Second Street, beginning at a point 100 feet west of the west margin of Logan Avenue South for vehicle and pedestrian crossings, traffic control and lighting devices, and street lighting, underground utilities including conduit and landscaping. Any extended uses, beyond the prior permit granted under Ordinance 903, will need to be reviewed and approved by the City of Seattle.
4. Such space as required for an existing 12-inch diameter storm sewer along Seattle's Cedar River Pipeline right-of-way between Burnett Avenue South and the old Black River Channel. Any modification or reconstruction of the facilities will need to be reviewed and approved by the City of Seattle.
5. Those portions of Seattle's Cedar River Pipeline right-of-way in downtown Renton for the roadway crossings of Logan Avenue South, Morris Avenue South, Whitworth Avenue South, and Shattuck Avenue South, including underground utilities and other necessary appurtenances. Any modification or reconstruction of the facilities will need to be reviewed and approved by the City of Seattle.

## B. RIGHTS AND CONDITIONS

1. **Use of Seattle right-of-way** - SPU has sole authority to review and approve any and all uses of all SPU Cedar River Pipeline right-of-way within the City of Renton. This includes those parcels specified in Lease Agreement No. 327-815 (18-23-5 SE), as well as other right-of-way owned by SPU within Renton city limits. The City of Renton is not authorized to make arrangements with any private parties for use of the SPU right-of-way within the City of Renton.
2. **Compensation for Private Uses of right-of-way** - According to state law those uses by private parties of SPU right-of-way which are for private benefit must be compensated at fair market value. Hence, SPU must be compensated at the fair market value for any private use of the right-of-way. Said private party must enter into a long-term lease with SPU which specifies uses and compensation for the property in question.
3. **Unauthorized Uses** - For any unauthorized uses of SPU right-of-way by the City of Renton, SPU may remove unauthorized facilities, vehicles, and/or structures at the expense of the City of Renton, with expenses to include the payment of any damages that occur during the removal of said structures and facilities.

4. **Garage Access to Parcel A** - The granting of garage access to Parcel A to tenants of the Dally Site is contingent upon the City of Renton owning the 18-foot-wide abutting property, lying between the Seattle right-of-way and the Dally site. Failure by the City of Renton to acquire this parcel of property (or equivalent property rights through a long-term lease) shall either result in denial of access to SPU right-of-way by the Dally Site tenants, or the granting of such access only through the terms of a lease entered into between SPU and Dally.

### **SECTION III. ABANDONMENT/EXPIRATION/TERMINATION**

This Agreement shall expire on December 31, 2038 unless terminated upon mutual agreement of Seattle and Renton prior to this date.

Seattle may give written notice of abandonment for any area identified in Section I. hereof. If Seattle determines the pipe(s) are no longer needed, Seattle shall notify Renton. Seattle shall remove the pipe(s) and restore the street to its prior condition at Renton's request.

This Agreement shall not be assigned or transferred.

### **SECTION IV. NON-EXCLUSIVENESS**

This Agreement is not exclusive and shall not preclude the City of Renton from granting franchises to other persons, companies or municipal corporations to use said streets, avenues and other public thoroughfares or any part thereof covered by the Agreement for the same purpose as herein authorized or for any other purpose authorized by law.

IN WITNESS WHEREOF, Seattle has caused this Agreement to be executed by its Director of Seattle Public Utilities pursuant to Seattle City Ordinance No. 119202.

CITY OF SEATTLE

Diana Gale  
Diana Gale  
Director Seattle Public Utilities

CITY OF RENTON

Jesse Tanner  
Jesse Tanner, Mayor

Attest:

Brenda Fritsvold  
Brenda Fritsvold, Deputy City Clerk

Notary Seal must be within box.

STATE OF WASHINGTON) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Jesse Tanner & Brenda Fritsvold signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Michele Neumann

Notary Public in and for the State of Washington

Notary (Print) Michele Neumann

My appointment expires: 9/19/2001

Dated: 11/5/98

Notary Seal must be within box.

STATE OF WASHINGTON) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Diana Gale signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Linda D. Moreno

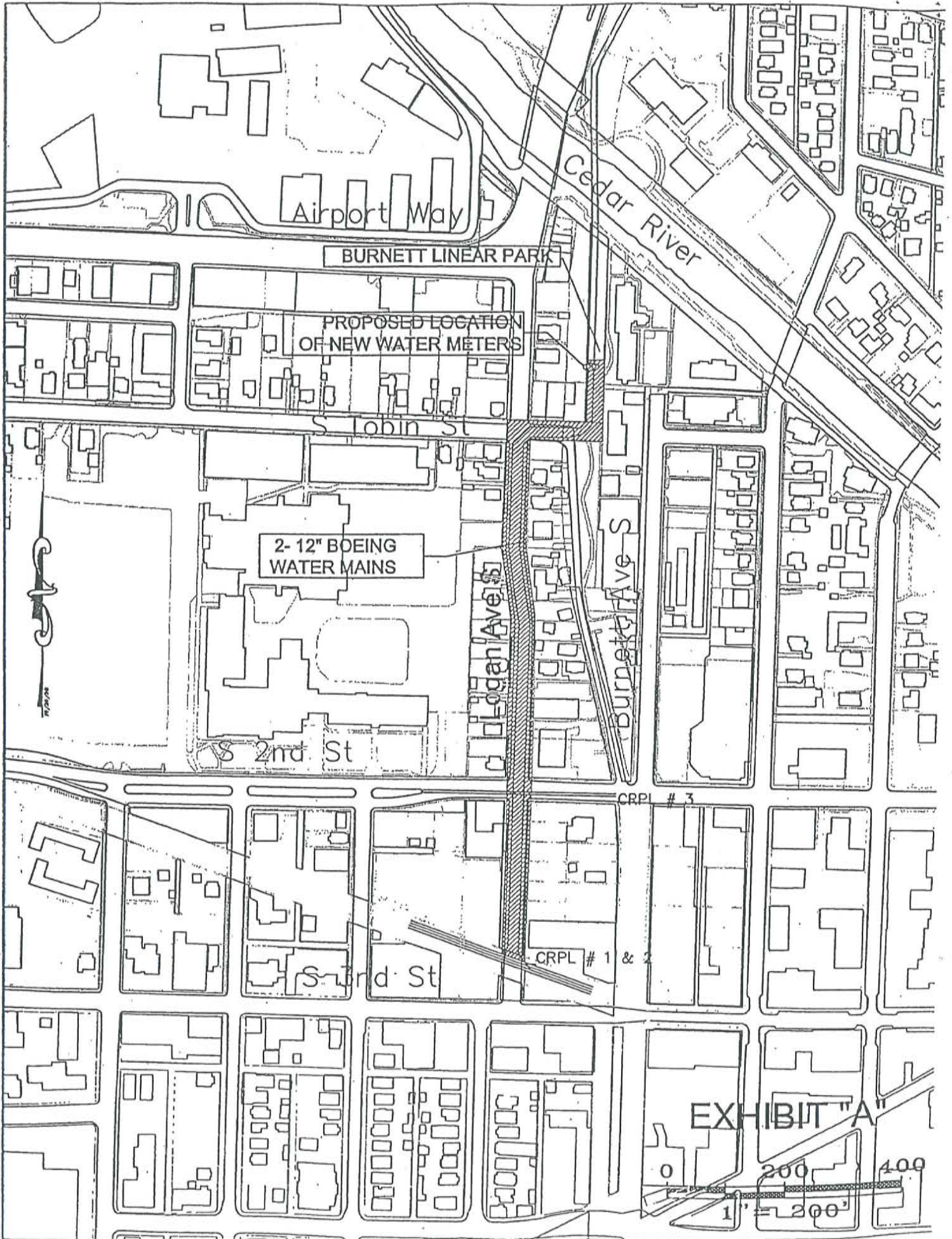
Notary Public in and for the State of Washington

Notary (Print) Linda D. Moreno

My appointment expires: 8/10/02

Dated: 11-9-98





**AMENDMENT NO. 1  
TO LEASE AGREEMENT NO. 327-815  
BETWEEN THE CITY OF RENTON  
AND THE CITY OF SEATTLE AND SEATTLE PUBLIC UTILITIES**

This Amendment to Lease Agreement No. 327-815, hereinafter referred to as "Amendment", is made and entered into this 21<sup>st</sup> day of December, 2011, by and between the CITY OF SEATTLE, a municipal corporation in the State of Washington, acting by and through its SEATTLE PUBLIC UTILITIES, hereinafter referred to as "SEATTLE", and the CITY OF RENTON, a municipal corporation in the State of Washington, hereinafter referred to as "RENTON".

WHEREAS, SEATTLE and RENTON entered into Lease Agreement No. 327-815, hereinafter referred to as "Lease Agreement", on November 9, 1998 and said Lease Agreement is attached under Exhibit A for reference;

WHEREAS, SEATTLE and RENTON mutually desires to amend the Lease Agreement to extend the termination date and to revise Section 2;

NOW, THEREFORE, SEATTLE and RENTON agrees to amend the Agreement as follows:

- I. In accordance with Section 20 of the Lease Agreement, the duration of the Agreement is extended until January 1, 2062.
- II. Paragraph 2 of the Lease Agreement is deleted in its entirety and replaced with the following:
  2. Renton's Use of the Leased Land. Renton's use of Parcel A shall be for public vehicle parking, which may include sole dedicated parking for and access to the abutting north site which is planned to be redeveloped as a KCLS (King County Library System) library and for a pedestrian crossing. During the construction of the library, portions of Parcel A may be fenced off and used as a staging area upon Seattle Public Utilities' written approval of the plans prior to using Parcel A for staging. Parcel B shall be used for park grounds. The leased land shall be used for these purposes only. All designs for construction, improvements or repairs to the parking, access to the abutting north site or park uses shall be approved in writing by Seattle prior to construction, as more clearly defined in Section 7. A copy of detailed as-built plans shall be provided to Seattle within 60 calendar days after construction is complete including any reconstruction plans.
- III. No other provision of the Lease Agreement is affected by this Amendment.



IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 1 to Lease Agreement No. 327-815

CITY OF RENTON

Denis Law  
By: Denis Law, Mayor  
Date: 7/25/11

Bonnie I. Walton  
Attest: Bonnie I. Walton, City Clerk  
Date: 7-25-2011

CITY OF SEATTLE / SEATTLE PUBLIC UTILITIES

Ray Galt  
By:  
Title: Director, SPU  
Date: 12/20/11



## EXHIBIT "A" FOR AMENDMENT NO. 1 TO LEASE AGREEMENT

### LEASE AGREEMENT

NO. 327-815

(18-23-5 SE)

THIS LEASE AGREEMENT between THE CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES, a municipal corporation, referred to in this Agreement as "Seattle" and THE CITY OF RENTON, a municipal corporation, referred to in this Agreement as "Renton" (hereinafter collectively be referred to as the "Parties.") WITNESSETH:

1. Premises. Seattle hereby leases to Renton, and Renton hereby leases from Seattle, the real property, herein called "Leased Land" of 36,609 square feet, situated in the City of Renton, King County, State of Washington, described as follows:

#### Parking Purposes:

Parcel A: That portion of the City of Seattle, Cedar River Pipeline Right of Way located in Section 18, Township 23 North, Range 5 East, W.M, King County, Washington situated in Blocks 1 and 6 of the Plat of Smithers Sixth Addition to Renton, Volume 26 of Plats, page 47, records of King County, WA., and Block 1 of the Plat of Motor Line Addition to Renton, Volume 9 of Plats, page 50, records of King County, WA., lying north of South Third Street between the east margin of Morris Avenue South and west margin of Logan Avenue South, in Renton, Washington, and;

#### Park Purposes:

Parcel B: That portion of the City of Seattle, Cedar River Pipeline Right of Way located in Section 18, Township 23 North, Range 5 East, W.M, King County, Washington situated in Block 2 of the Plat of Motor Line Addition to Renton, Volume 9 of Plats, page 50, records of King County, WA., lying north of South Third Street and between the east margin of Logan Avenue South and the west margin of Burnett Ave. South, in Renton, Washington, being approximately .

2. Renton's Use of the Leased Land. Renton's use of Parcel A shall be used for public vehicle parking, access to the abutting north site and pedestrian crossing; and Parcel B shall be for park grounds. These parcels shall be used for these purposes only. All parking, access to the abutting north site and park designs shall be approved in writing by Seattle prior to construction of said parking said access and park areas, as more clearly defined in Section 7. A copy of detailed as-built plans shall be provided to Seattle within 60 calendar days after construction is complete including any reconstruction plans.

3. Term. The term of this Agreement shall be for forty (40) years, commencing on November 1, 1998 and end in December 31, 2038, unless canceled earlier under conditions set forth in this Agreement.

3.1 Effective Date November 1, 1998 shall constitute and be referred hereafter as the "Effective Date" of this Lease, or if later, at such time as Seattle City Council and the Seattle Mayor approve said lease. Renton shall obtain full possession of the Leased Land on said Effective Date.

4. Rent. As consideration for the rights and privileges of this Lease Agreement, Seattle agrees to the abeyance of rent during the term of this Lease in exchange of a forty (40) year agreement, from Renton to Seattle, for the operation, maintenance, repair and reconstruction of Seattle's Cedar River Pipelines Nos. 1, 2 and 3 lying within and under the streets described below:

(a). Cedar River Pipeline No. 1 (66 inch diameter) and No. 2 (51-1/2 inch diameter) across Houser Way South and in South 3<sup>rd</sup> Street from Houser Way South to the west margin of Burnett Avenue South.

(b) Cedar River Pipeline No 3 (66 inch diameter) in Mill Avenue South beginning at the southerly margin of the railroad within Houser Way South and extending northerly to South 2<sup>nd</sup> Street, thence westerly in South 2<sup>nd</sup> Street to a point 100 feet west of the west margin of Logan Avenue South and the beginning of Seattle's fee-owned right-of-way.

(c) That portion of Logan Avenue South, northerly of the Cedar River Pipelines to the City of Renton Linear Park. This portion is included herein under the condition, and in the event, that Boeing transfers the water main in this right-of-way to the City of Seattle.

4.1 Renton may not sublet the property nor charge or collect money or fees for use of the property by others, except to cover costs for public events.

4.2 If at any time during the 40 year rental period Seattle sells, transfers or in anyway disposes of its ownership of said pipelines, Seattle may either revoke this lease or charge the then current fair market rental value.

5. Payment of Taxes, Utilities and Other Charges.

5.1 Utilities and Charges. Renton hereby covenants and agrees to pay, before delinquency, all charges for electricity, water, sewer, garbage removal, and all other public service or utility charges of every kind and type, charged, or imposed upon or against the Leased Land which are attributable to Renton's use.

6. Use of Leased Land.

6.1. Renton agrees to fully comply with all applicable requirements of State and Federal laws having jurisdiction over the Leased Land in connection with the use of the Leased Land.

6.2 Pollutants and Hazardous Substances. During the term of this Permit Agreement, Renton agrees to keep the Leased Land in compliance with any and all Environmental Laws and not cause or permit the Leased Land to become contaminated with any Hazardous Substances or Pollutants in violation of Environmental Laws. Upon notice or discovery of any release of any Hazardous Substance caused by Renton or expressly authorized by Renton to occur upon the Leased Land, Renton shall, at its own cost, immediately take all necessary steps to report, respond to, and clean up the same and restore the Leased Land to its preexisting condition in accordance with applicable Environmental Laws and Requirements and shall report any such release, to Seattle within 24 hours of discovery.

7. Improvements.

7.1 Renton may repair and/or improve the vehicle parking area and install grass, small shrubs and other enhancements in the park area of said Leased Land, provided that plans for such improvements be approved by Seattle in writing prior to construction of any enhancements, improvements, installations or alterations. Seattle shall respond in writing to Renton within forty-five (45) days from Renton's submittal of plans to Seattle. Seattle's approval of said plans shall not be implied or held to constitute approval or compliance with environmental, safety and other applicable regulatory requirements. All work performed by Renton shall be performed in accordance with all applicable State and Federal regulations and requirements. For the protection of the pipelines Renton shall notify Seattle at 425-255-2242, two days before any work is performed on said Leased Land.

7.2 No buildings, structures or rockeries of any type shall be placed upon the Leased Land unless specifically approved in writing by Seattle

7.3 Vehicular equipment/machinery, wheeled or tracked, exceeding a gross weight of 32,000 pounds per axle (HS 20-44) will be prohibited within said easement area.

8. Acceptance and Care of Premises. Renton covenants and agrees that the Leased Land shall be occupied and used in an orderly, fit, and sanitary condition and that the Leased Land shall be left in the same or better condition at the expiration or earlier termination of this Lease as existed on the Effective Date.

9. Surrender of Premises.

9.1 Renton agrees that at the expiration or earlier termination of this Lease, it will desist use of the Leased Land, including access to the abutting north property, and shall quit and surrender the Leased Land and deliver the Leased Land to Seattle. Renton will also remove, at its cost and expense, any or all improvements placed on the Leased Land by Renton if requested by Seattle.

9.2 At the conclusion of this Lease, Seattle shall, at its option, conduct a final site assessment to verify that the Leased Land's original environmental condition has been maintained during the Lease term. Renton shall fully remediate and restore any environmental damage to the Leased Land caused by Renton during the term of this Lease.

10. No Liens or Encumbrances. Renton agrees not to permit any lien or encumbrance from any source or for any purpose whatsoever to be placed against Seattle's interest in said Leased Land.

11. Hold Harmless, Release and Liability Insurance.

11.1 Renton's Indemnification. Renton, its successors, assigns, and guarantors agree to indemnify, defend, and hold harmless Seattle, its officers, and employees from and against any and all claims, demands, damages, losses, liens, penalties, fines, expenses of every kind and nature, including attorney's fees, and liability for the following:

11.1.1 Any claims or liability arising from accident or injury or damage to property on or about the Leased Land caused by Renton's use of said Leased Land, or by its agents, tenants, licensees, invitees, employees, or other occupants of the Leased Land.

11.1.2 As between the parties and for the purposes of the foregoing obligations Renton waives any immunity, defense or other protection that may be afforded by any workers compensation, industrial insurance or similar laws (including but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington).

11.1.3 Any activities or use of the Leased Land by Renton which cause or knowingly permit the release or the threatened release of any Hazardous Substance on the Leased Land.

11.1.4 This indemnification shall survive the termination of this Lease.

This indemnification shall not apply to Hazardous Substances generated, discharged, or deposited on the Leased Land prior to the Effective Date of this Lease. Additionally, this indemnification shall not apply to Hazardous Substances generated, discharged or deposited on the Leased Land

after the Effective Date which arise from Seattle's activities on the Leased Land, and shall not apply to Hazardous Substances which migrate onto the Leased Land from off-site.

Seattle, at its sole expense may employ additional counsel of its choice to associate with counsel defending against any such claims, lawsuits, or administrative proceedings.

11.2 Renton's Insurance. Renton will provide and keep in full force and effect during the term of this Lease, public liability insurance with limits of not less than Five Million Dollars (\$5,000,000) covering injuries to persons, including death, and loss of or damage to real and personal property. Such insurance may be provided under Renton's blanket comprehensive liability insurance policy. During the term of this Lease, Seattle shall be named as an additional insured under such insurance to the extent of Renton's undertaking set forth in Section 11.1. entitled "Renton's Indemnification." including any claims of accident, injury, or damage arising from Renton's use of the Leased Land. A certificate evidencing such insurance coverage shall be delivered to Seattle not less than fifteen (15) days prior to the commencement of the Term hereof. Such certificate of insurance will provide for fifteen (15) days advance notice in the event of cancellation.

11.2.1 If Renton is self-insured Renton will provide Seattle with written evidence to that effect. Renton must require any contractor and/or subcontractor working or using this site on behalf of Renton, to maintain insurance coverage in accordance with Section 11.2.

12. Repair, Removal, Relocation.

12.1 Renton acknowledges that the explicit purpose of this property is for the operation, maintenance, repair, construction and reconstruction of water pipelines; all other uses are subordinate to this use. Seattle shall not be responsible for Renton's facilities when Seattle finds it necessary to repair, construct or reconstruct the pipelines, or in any way disrupt the right-of-way for the operation and maintenance of said pipelines, however, in case of excavation by Seattle, Seattle shall replace fill to grade. During such occurrences, Renton shall, at no expense to Seattle, replace, adjust, remove, relocate or reconstruct its facilities, including all landscaping, appurtenant facilities and service lines, within the Seattle right-of-way. Except in emergencies, Seattle will give Renton written notice of such requirement as soon as practicable. In emergency situations, Seattle shall have the right to tow vehicles off the right-of-way and to post signs or have Renton post signs accordingly.

12.2 As regards to Paragraph 12.1, Seattle will not be responsible or liable for the access to the site for any reason whatsoever.

13. Taking. In the event of an eminent domain taking, the Parties agree that Seattle shall be entitled to all condemnation awards granted for the taking of the land and improvements, except any sums awarded as compensation for the improvements placed on the Leased Land by Renton.

14. Right of Termination.

14.1 In addition to the specific rights of Seattle or Renton to terminate this Lease as more particularly set forth in this Lease, at any time during the term of this Lease, Renton shall have a general right to terminate this Lease in the event that it determines, at its sole discretion, the Leased Land has become unsuitable for the uses designated in Section 2 above. In such event, Renton shall provide Seattle no less than sixty (60) days written notice prior to the proposed termination date, unless otherwise specified in this Lease, and surrender the property in accordance with Section 9 of this Lease. The indemnification, duties to comply with law and duties to restore property, provided under this Lease, shall survive termination.

14.2 In addition to the specific rights of Renton to terminate this Lease, at any time during the term of this Lease, Seattle shall have a right to terminate this Lease in the event it determines, at its sole discretion, Renton's use of the Leased Land does not meet regulatory requirements or standards.

15. Default. If at any time during the term of this Lease Renton shall fail to comply with any of the other terms and conditions of this Lease, Seattle shall give written notice to Renton of such default and request Renton to comply with the terms and provisions of this Lease, as the case may be. If such default is not cured within thirty (30) days of Renton's receipt of Seattle's written notice as to the default, or within such period as Seattle determines is reasonable if Seattle determines that the condition caused by such default is a threat to public health and safety, or the environment, Seattle shall have, in addition to such remedies as may be afforded by the laws of the State of Washington, the power and right to declare this Lease terminated and reenter the Leased Land, but notwithstanding such remedies or termination and reentry by Seattle, Renton covenants and agrees to make good to Seattle any deficiency arising from the reentry, removal of personal property and/or improvements, and restoration of the Leased Land and to pay such deficiency upon demand of Seattle.

16. Seattle May Perform. If Renton fails to do any act or thing required to be done by Renton under this Lease, Seattle shall notify Renton of such failure, and give Renton thirty (30) days to perform such act or thing, except for conditions which pose a threat to public health, safety or the environment. In the event Renton fails to perform within said thirty (30) days, Seattle shall have the right at its sole option, but not the obligation, to do such act or thing on behalf of Renton and upon notification of Seattle's reasonable expenditure in connection therewith, Renton shall immediately repay Seattle the amount thereof plus interest at the prevailing rent, per annum, from the date of Seattle's invoice for said expenditure to the date of Renton's repayment.

17. Attorneys' Fees. If any suit or legal action is instituted in connection with any controversy or default arising out of this Lease, the prevailing party shall be entitled to recover costs including such sum as the court may adjudge as reasonable attorney fees and reasonable attorneys' fees on appeal.

18. Non-Waiver. The failure of either party to insist upon strict performance of any of the terms and provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms or conditions, or of any other term or condition, but the same shall be and remain in full force and effect.

19. Notices. Any notice, consent, request, or other communication provided for in this Lease shall be in writing. Such notice, consent, request, or other communication shall be sent by mail to the Seattle, by mailing the same to Seattle at:

Seattle Public Utilities  
Real Property Services  
710 Second Avenue, 9th Floor  
Seattle, WA 98104

Such notice, consent, request or other communication shall be sent by mail to the Renton, by mailing the same to Renton at:

City of Renton  
Planning/Building/Public Works Department  
1055 South Grady Way  
Renton, WA 98055

Notices sent by mail shall be deemed to have been given when properly mailed; the postmark affixed by United States Post Office shall be conclusive evidence of the date of mailing. The party to receive the notice, consent, request, or other communication may hereafter designate another address to the other party, in which case the notice, consent, request or other communication shall be sent to that other address. Alternatively, such notice, consent, request or other communication may be personally delivered to the party to receive the same.

20. Extension. This Lease Agreement may be extended upon mutual agreement of the parties.

21. Assignment or Subletting. Renton may not sublet or assign this Lease Agreement.

22. Jurisdiction. This permit is intended to convey limited rights and interest only. None of the rights granted to Renton shall affect jurisdiction of Seattle over the Leased Land or the Lessors power to perform work on said land. Renton shall in no way interfere with the Lessors present or future use of said Leased Land.

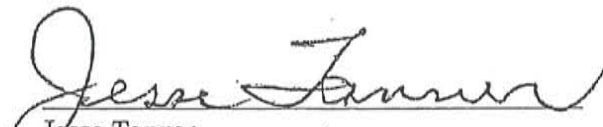
23. Binding Effect. The covenants and agreements of this Lease shall be binding upon and inure to the benefit of Seattle and Renton and their heirs, executors, administrators, and successors.

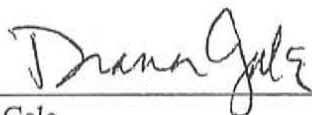


IN WITNESS WHEREOF, pursuant to the provisions of Ordinance 119202 of the City of Seattle, the parties hereto have executed this Lease thereunto duly authorized the day and year indicated below their signatures.

ACCEPTED BY CITY OF RENTON:

CITY OF SEATTLE:

  
Jesse Tanner  
Mayor, City of Renton

  
Diana Gale  
Director, Seattle Public Utilities

Date: November 5, 1998

Date: 11-9-98

ATTEST:   
Brenda Fritsvold, Deputy City Clerk

**AGREEMENT ON TRANSFER OF WATER SERVICE  
BETWEEN  
THE CITY OF RENTON AND BRYN MAWR-LAKERIDGE WATER AND SEWER DISTRICT**

THIS AGREEMENT is entered into this 14<sup>th</sup> day of August, 2001, by and between the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "City" and BRYN MAWR-LAKERIDGE WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "District",

1.0 WHEREAS, District and City are the owners and operators of water systems in King County, Washington. The District's corporate boundary overlaps and/or is adjacent to City's corporate boundary; and

1.1 WHEREAS, District currently provides water service by a 2-inch galvanized steel water main to the following three properties, hereinafter referred to as the "Three Properties" within its corporate boundaries at the addresses listed below and as shown on Exhibit "A":

12812 - 84<sup>th</sup> Avenue South (King County tax parcel # 1823059222),

12816 - 84<sup>th</sup> Avenue South (King County tax parcel # 1823059223),

12818 - 84<sup>th</sup> Avenue South (tax parcel # 1823059187), and

- 2.1 WHEREAS, the District's 2-inch galvanized steel water main is at the end of its useful life, has been subject to several recent breaks and is located at a shallow depth that exposes it to the risk of additional breaks and replacement of the water main would be costly to serve the Three Properties; and
- 2.2 WHEREAS, the City currently provides water service within its corporate boundaries by a new 8-inch ductile water main in NW 3rd Court, as shown on Exhibit "A" and connection to the City's main would provide the Three Properties with domestic water flow; and
- 2.3 WHEREAS, the District and the City believe it would be in the best interest of the District, the City and the Three Properties identified in paragraph 1.1 above to transfer water service to City. The City is agreeable to providing water service from the water main in NW 3<sup>rd</sup> Court at the same water rate as it provides water service to its in-city customers; and
- 2.4 WHEREAS, District and City are authorized by Chapter 39.34 RCW to enter into inter-local agreements for joint action.

In consideration of the terms and conditions contained herein, the parties now agree as follows:

- 2.1 The District agrees to transfer to the City, water service to the Three Properties identified in paragraph 1.1 above and Exhibit A. In consideration of the District's transfer of the Three Properties, the City shall accept and provide water service to such properties. The City shall install a new meter for each property and bear fifty percent (50%) of all cost of connection to its system, except as noted below. The District shall, at its expense, remove the existing meters and provide a copper "jumper" to connect to the new meter. The District shall bear fifty percent (50%) of the new meter installation costs. The District shall provide personnel for and inspect the disconnection from the District's water main.

- 2.2 The City agrees to provide water service to the Three Properties on the same basis as water service is provided to customers located within its corporate boundaries in accordance with the City's ordinances, resolutions, regulations and codes. The City agrees not to charge the Three Properties any new or additional connection charge to receive water service from the City in recognition and acknowledgement that connection charges were previously paid to the District by such customers.
- 2.3 The District and the City agree that the District's transfer of the above customers to the City does not constitute the assumption of any District assets, facilities or indebtedness for the purposes of Chapter 36.93 RCW. This Agreement complies with service area requirements and is consistent with the "Agreement for Establishing Water Utility Service Area Boundaries" in the Amended Skyway Coordinated Water System Plan authorized by Chapter 70.116, RCW
- 2.4 The parties agree to effect such transfer of customers from District to City no later than the 15<sup>th</sup> day of August 2001; provided, however, in the event any party other than District or City challenges the customer transfer provided herein, such transfer shall become effective upon any date as provided by law or court order. This transfer does not result in the change of corporate boundaries for either the District or the City.
- 2.5 The parties agree to cooperate to effect the purposes of this Agreement and to execute any further agreements or documents required for such customer transfer. The District shall provide the owners/residents of the Three Properties with mailed notice regarding the proposed change of water purveyor from the District to the City at least 45 days before the date of such transfer. The notice shall also provide information as to the meeting date before the Board of Commissioners where owners/residents will have an opportunity to comment on the transfer. This Agreement may be terminated in whole or in part by the written consent of the parties or their successors in interest.
- 2.6 Each party shall approve this Agreement by appropriate resolution or ordinance and provide the other party with a certified copy of the same. This Agreement shall take effect upon its approval by the City Council of City and the District Board of Commissioners. Each party represents to the other that it has the full power and authority to enter into this Agreement.

CITY OF RENTON

Jesse Tanner 8-14-01  
 By: Jesse Tanner, Mayor Dated:

Marilyn Petersen  
 Attest: Marilyn Petersen, City Clerk

Approved as to Legal Form:

Larry Warren  
 Larry Warren, City Attorney

BRYN MAWR-LAKERIDGE WATER & SEWER DISTRICT

Cheryl Schenerman 8/17/01  
 By: General Manager Dated

N/A  
 Attest:

Approved as to Legal Form:

William Snell  
 District Legal Counsel



**PROPOSED WATER SERVICE TRANSFER  
FROM BRYN MAWR - LAKERIDGE WATER  
TO CITY OF RENTON**

Aerial Photography from April 1999  
 0 30' 60'  
 1"=60'



UTILITY SYSTEMS  
 Planning/Building/Public Works  
 R. MacOnie, D. Visneski  
 28 June 2001

**AGREEMENT FOR THE SALE OF WATER  
IN AN EMERGENCY BY  
THE CITY OF RENTON TO THE CITY OF SEATTLE**

This AGREEMENT made and entered into this 30<sup>th</sup> day of November, 2002, by the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "RENTON" and the CITY OF SEATTLE, a municipal corporation of the State of Washington, acting through Seattle Public Utilities, hereinafter called "SEATTLE".

**WHEREAS**, SEATTLE and RENTON have existing interties between their water systems;

**WHEREAS**, SEATTLE sometimes experiences a Spring water supply shortage due to low snowpack, precipitation and inflows in the Cedar and Tolt River watersheds, or, a hot Summer with high water consumption coupled with a delay in usual Fall rains;

**WHEREAS**, SEATTLE may also experience other types of emergency situations that call for an augmentation of its water supply, such as a transmission pipeline break or an episode of high turbidity in one of its reservoirs;

**WHEREAS**, RENTON, in the spirit of intergovernmental cooperation during such water supply emergencies, is willing to sell an increment of water to SEATTLE when available during non-peak periods;

**WHEREAS**, SEATTLE is willing to sell water to RENTON to allow RENTON's ground water aquifer to recharge, when water is available following a water shortage emergency; and,

**WHEREAS**, the parties desire to enter into an AGREEMENT providing for the sale of water in an emergency from RENTON to SEATTLE, and for the subsequent sale of an equivalent amount of water from SEATTLE to RENTON, if necessary, to allow recharge of RENTON's Aquifer.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

- 1) Term of AGREEMENT. The effective date of this AGREEMENT shall be November 30, 2002. The AGREEMENT shall be in effect until December 31, 2011, unless terminated by either party in accordance with Section 17 of this AGREEMENT. The rates and quantities of water sold are set forth in Sections (2), (8), and (11).
  
- 2) Sale Price of Renton Water. SEATTLE shall pay to RENTON for all water delivered \$1.30 per 100 cubic feet, which is a special wholesale rate for 2002; and revised each year during the term of the agreement. The rates charged by RENTON are based on RENTON's analysis of cost of providing non-peaking service to Seattle under the conditions stated herein. This rate was calculated using the American Water Works Association (AWWA) "Base Extra Capacity" method of rate analysis. The rate charged to SEATTLE shall be adjusted each year using the AWWA "Base Extra Capacity" method and RENTON's retail water rate for each year.

- 3) Location of Interties: This Agreement is limited to the two (2) intertie locations described as follows: Tiffany Park Pump Station Interties located at the intersection of Kirkland Avenue SE and the Cedar River Pipeline right-of-way (Section 21 Township 23 Range 5); and Union Avenue Intertie, located at the intersection of Union Avenue SE and SE 2nd Street (Section 16 Township 23 Range 5). The physical arrangement of the interties is shown in Exhibits 1 and 2.
- 4) Metering. SEATTLE shall provide, and RENTON shall own and maintain, an appropriate metering device to measure the water flowing from RENTON's system into SEATTLE's system at the point of service connection. Additional metering equipment approved by RENTON to transmit signals to RENTON's recording equipment located elsewhere shall be provided as determined by RENTON, all at SEATTLE's expense.
- 5) Meter Charge. A monthly meter charge shall be paid by SEATTLE in accordance with the meter charges as stated in RENTON's City Code at the time the meter is in service.
- 6) Priority and Continuity of Service. The determination of whether water is available for SEATTLE shall be at the sole discretion of RENTON. In the event of a condition requiring restrictions on the delivery of water, RENTON shall have the right to restrict or interrupt service to SEATTLE. RENTON may voluntarily interrupt or reduce deliveries of water to SEATTLE if RENTON determines that such interruption or reduction is necessary or reasonable. Except in cases of emergency and in order that SEATTLE's operations will not be unreasonably interfered with, RENTON shall give SEATTLE reasonable notice of any such interruption or reduction, the reason therefor, and the probable duration thereof. SEATTLE shall discontinue or reduce service from RENTON upon reasonable notice to RENTON. Service shall be reactivated or increased again subject to the aforementioned conditions.
- 7) Water Quality. The quality of water delivered under this AGREEMENT shall comply with all applicable provisions of State and Federal law and rules and regulations of the appropriate State agency governing water quality. In addition to the above requirements, RENTON agrees to deliver water which shall be of no less quality than is delivered to its customers throughout the RENTON service area. Prior to any delivery of water, information on current water quality will be provided to the receiving party so that blending, compatibility and other water quality issues can be evaluated and addressed.
- (8) Quantity of Water. Depending upon water availability in the RENTON system, RENTON shall make available for purchase by SEATTLE up to the approximate amount of two million (2,000,000) gallons per day from the existing emergency intertie located at the Tiffany Park Pump Station. The rate of delivery of water from Tiffany Park Pump Station system to SEATTLE's system shall vary between zero and approximately 1,400 gallons per minute. Also in the fall and winter RENTON may make available an additional amount up to approximately three and one-half million (3,500,000) gallons per day from the intertie at Union Avenue SE and SE 2nd Street. The rate of delivery of water from this intertie shall vary between zero and approximately 2,400 gallons per minute.

9) Miscellaneous Control Devices. RENTON reserves the right to require SEATTLE to install, as a condition of water service, pressure reducing valves, backflow preventative devices, pressure relief valves, back-pressure sustaining valves, pipeline flow limiting devices or similar devices at locations where RENTON determines a need to protect its facilities.

10) Coordination and Project Management.

A) Operations:

For the purpose of operating the interties between RENTON and SEATTLE, coordination shall occur between representatives of the systems, who are:

Ms. Lys Hornsby, City of Renton  
and  
Mr. George Schneider, City of Seattle  
(or their designated representatives or replacements).

The coordination shall consist of exchanging operational information such as the interties used, the respective flow rates, back-pressure sustaining valve setpoints, system pressure effects, water quality characteristics, and other operational information as necessary to accomplish the purposes of this AGREEMENT while maintaining safe operation of both systems.

B. Engineering:

For the purposes of coordinating engineering issues regarding the RENTON and SEATTLE interties, the following personnel shall be the designated representatives:

Ms. Lys Hornsby, City of Renton  
and  
Mr. George Schneider, City of Seattle  
(or their designated representatives or replacements)

The engineering issues addressed shall include operational criteria as well as hydraulic behavior, water quality considerations, and other appropriate engineering issues.

C. Administration:

For the purposes of AGREEMENT administration and AGREEMENT modifications or interpretations, the following personnel shall be the designated representatives:

Ms. Lys Hornsby, City of Renton  
and  
Mr. George Schneider, City of Seattle  
(or their designated representatives or replacements)

- 11) RENTON's Aquifer Recharge. It is recognized that runoff into SEATTLE's surface water storage facilities generally exceeds the storage capacity during the winter and spring months. It may be necessary, due to RENTON supplying water to SEATTLE, to allow RENTON's aquifer to recharge during the winter and spring months. Following a water shortage emergency and recovery of SEATTLE's water system impoundments on the Cedar and Tolt Rivers, SEATTLE will sell water to Renton. The water sale will be based on availability at the intertie locations between SEATTLE and RENTON's systems and at such flow rate as is available from the intertie location during the following winter or spring. The quantity of SEATTLE's water, made available for allowing RENTON's Aquifer to recharge, shall not exceed the quantity of water that was supplied by RENTON to SEATTLE during the water shortage emergency. SEATTLE will sell the water to RENTON at \$0.77 per 100 cubic-feet which is SEATTLE's non-peak, old water rate charged by SEATTLE to its purveyors in 2002. This rate shall be revised each year during the term of the agreement. This flow rate, quantity and price is an integral part of this AGREEMENT and should not be considered as a precedent in possible future water sales to RENTON or to other existing or future wholesale customers.

The determination of whether water is available for RENTON, to allow RENTON's Aquifer to recharge, shall be at the sole discretion of SEATTLE. SEATTLE may voluntarily interrupt or reduce delivery of said water, providing that such interruption or reduction is necessary or reasonable. Except in cases of emergency, and in order that Renton's operations will not be unreasonably interfered with, SEATTLE shall give RENTON reasonable notice of such interruptions or reduction, the reason therefor, and the probable duration thereof.

- 12) Payment. The party supplying water shall read the meter once each month at approximately thirty (30) day intervals. Payment shall be made by the party receiving water as soon as possible after receipt of statement from the party supplying water, and in any event, not later than the tenth (10) of the second month following the presentation of the bill.

In the event a meter shall fail to register or obviously register incorrectly, the amount of water considered delivered through said meter shall be the amount delivered the previous day or the last day that the meter was previously known to be properly functioning and the total amount registered shall be pro-rated based on the number of days multiplied times the reading used.

- 13) Penalties For Late Payment. The party supplying water may assess a late charge on the party receiving water for failure to comply with the provisions in Section (12). This charge shall be at the rate of twelve percent (12%) per year. In the event that the party receiving water should fail to make any payment for a period of sixty (60) days after the same becomes due, the party supplying water shall have the right to terminate further water service until such delinquency is cured.
- 14) Procedure for Amending the Contract. Either party can request the other to consider an amendment of the AGREEMENT. Any proposed amendments shall be made in writing. Amendments may be made if they are mutually acceptable to RENTON and SEATTLE and signed by both parties.



- 15) Access to Facilities and Records. Each party shall be entitled to inspect the facilities of the other at any reasonable time. Both parties agree to make mutually available such information or records as are at their disposal and as may be reasonably necessary to properly implement any section of this AGREEMENT.
- 16) Non-Assignability. Neither this AGREEMENT nor any interest therein shall be transferred or assigned by SEATTLE without prior written consent of RENTON.
- 17) Termination. This AGREEMENT may be terminated in whole or in part by either party any time after one year from the date of this AGREEMENT, upon ten (10) days written notice sent by certified mail to the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year above written.

CITY OF RENTON

By: Jesse Tanner  
Jesse Tanner, Mayor

CITY OF SEATTLE

By: Chuck Clarke 08/28/02  
Chuck Clarke,  
Director of Seattle Public Utilities

ATTEST/AUTHENTICATED:

Michele Neumann  
Michele Neumann, Deputy City Clerk

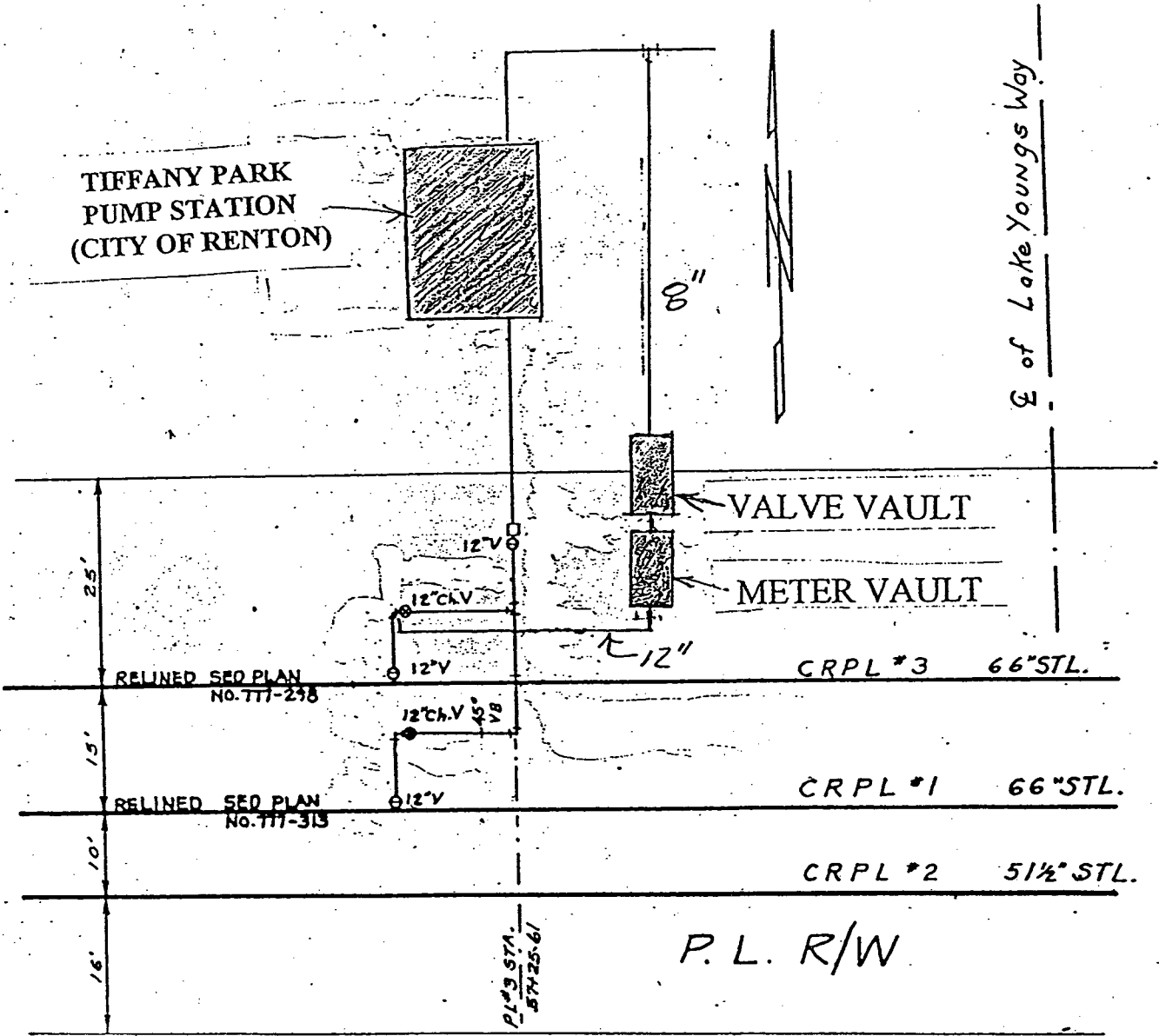
ATTEST/AUTHENTICATED:

Judith Pippin  
Judith Pippin, City Clerk

APPROVED AS TO LEGAL FORM:

Larry Warren  
Larry Warren, City Attorney

TIFFANY PARK  
PUMP STATION  
(CITY OF RENTON)

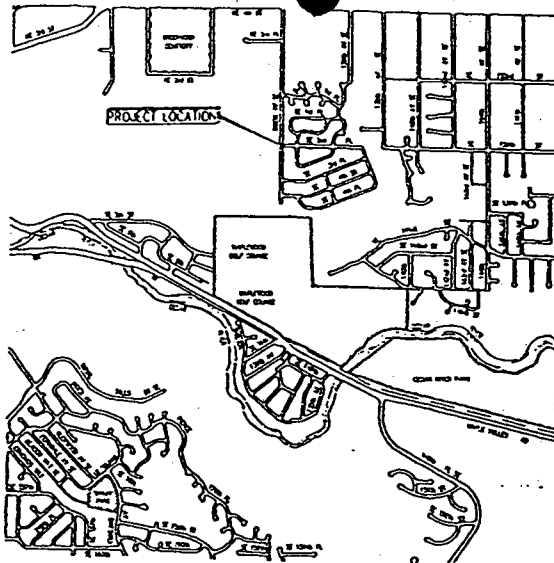


SCALE 1" = 20'

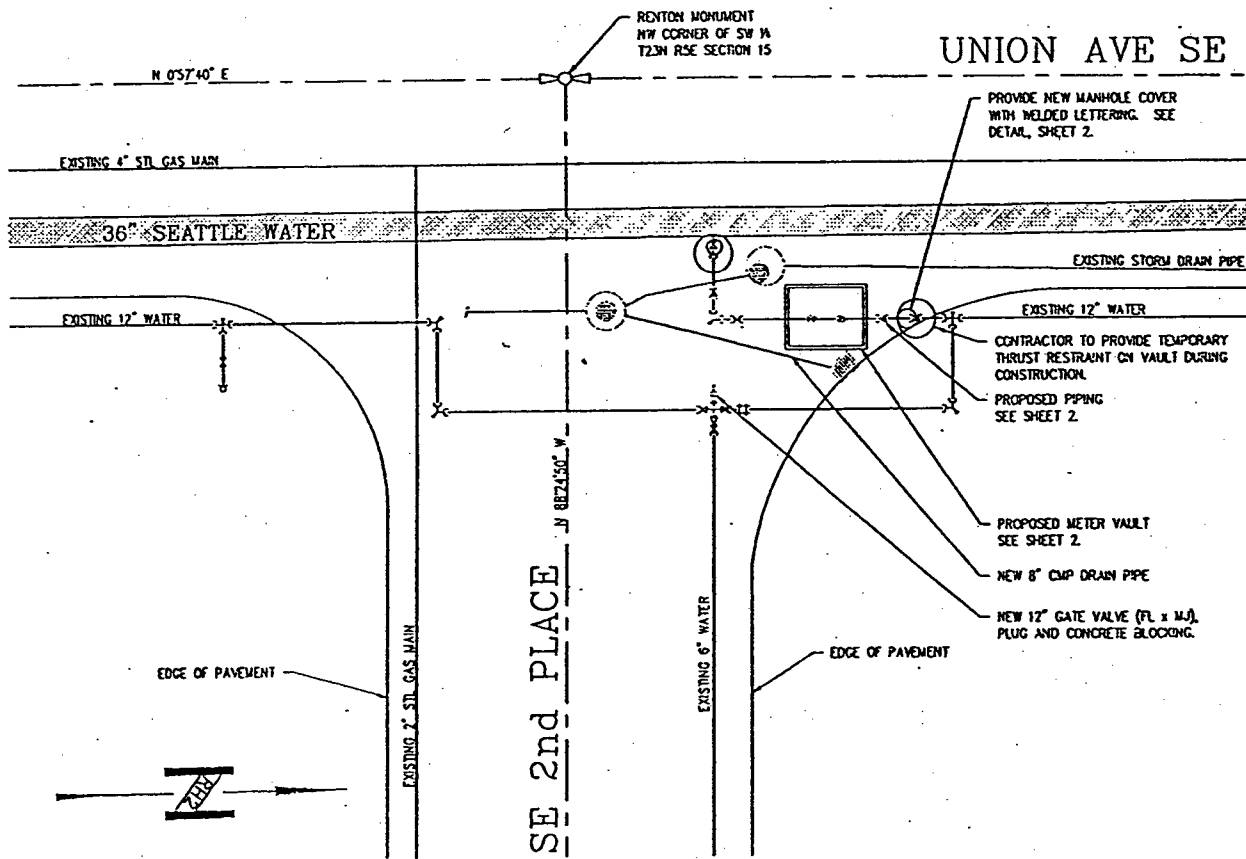
RENTON/SEATTLE  
INTER TIE NO. 1

EXHIBIT 1

VICINITY MAP



EDGE OF PAVEMENT



N 057°40' E

RENTON MONUMENT  
NW CORNER OF SW 1/4  
T23N R5E SECTION 15

UNION AVE SE

EXISTING 4" STL GAS MAIN

36" SEATTLE WATER

EXISTING 12" WATER

PROVIDE NEW MANHOLE COVER  
WITH WELDED LETTERING. SEE  
DETAIL, SHEET 2.

EXISTING STORM DRAIN PIPE

EXISTING 12" WATER

CONTRACTOR TO PROVIDE TEMPORARY  
THRUST RESTRAINT ON VAULT DURING  
CONSTRUCTION.

PROPOSED PIPING  
SEE SHEET 2.

PROPOSED METER VAULT  
SEE SHEET 2.

NEW 8" CMP DRAIN PIPE

NEW 12" GATE VALVE (FL. & M.J.)  
PLUG AND CONCRETE BLOCKING.

SE 2nd PLACE BY BEZELSON W

EXISTING 2" STL GAS MAIN

EXISTING 6" WATER

EDGE OF PAVEMENT

EDGE OF PAVEMENT



SITE PLAN

1" = 10'-0"

CITY OF RENTON UNION AVE SE & SE 2ND PLACE SEATTLE-RENTON INTERTIE
<b>SITE PLAN</b>

EXHIBIT 2

**AGREEMENT ON TRANSFER OF WATER SERVICE  
BETWEEN  
THE CITY OF RENTON AND SKYWAY WATER AND SEWER DISTRICT**

THIS AGREEMENT is entered into this 10<sup>th</sup> day of October, 2002, by and between the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "City" and SKYWAY WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "District",

- 1.1 WHEREAS, District and City are the owners and operators of water systems in King County, Washington. The District's corporate boundary overlaps and/or is adjacent to City's corporate boundary; and
- 1.2 WHEREAS, District currently provides water service by a 2-inch galvanized steel water main to the following seven properties, hereinafter referred to as the "Properties" within its corporate boundaries at the addresses listed below and as shown on Exhibit "A":
- 8504 – S. 125th Street (King County tax parcel # 7961500050),
  - 8506 – S. 125th Street (King County tax parcel # 7961500040),
  - 8514 - S. 125th Street (King County tax parcel # 7961500030),
  - 8524 - S. 125th Street (King County tax parcel # 7961500020),
  - 8530 - S. 125th Street (King County tax parcel # 7961500010),
  - 8433 - S. 124h Street (King County tax parcel # 0723059087),
  - 8441 - S. 124th Street (King County tax parcel # 7961400005), and
- 1.3 WHEREAS, the District's 2-inch galvanized steel water main is at the end of its useful life, has been subject to several recent breaks and is located at a shallow depth that exposes it to the risk of additional breaks and the replacement of the steel water main would be not be cost effective to the District since the subject Properties are within the water service area of the City of Renton according to the latest update of the East King County Coordinated Water System Plan and the amended Skyway Coordinated Water System Plan; and
- 1.4 WHEREAS, the City currently provides water service within its corporate boundaries by existing water mains located in NW 5th Place and Seneca Avenue NW, as shown on Exhibit "A" and connection to the City's mains would provide the Properties with domestic water flow and water for fire protection; and
- 1.5 WHEREAS, the District and the City believe it would be in the best interest of the District, the City and the Properties identified in paragraph 1.2 above to transfer water service to City. The City is agreeable to providing water service from the water main in at the same water rate as it provides water service to its in-city customers; and
- 1.6 WHEREAS, District and City are authorized by Chapter 39.34 RCW to enter into inter-local agreements for joint action.

In consideration of the terms and conditions contained herein, the parties now agree as follows:

- 2.1 The District agrees to transfer to the City, water service to the Properties identified in paragraph 1.1 above and Exhibit A. In consideration of the District's transfer of the Properties, the City shall accept and provide water service to such properties. The City shall install a new meter for each property and bear all cost for the installation of the new meters and connections to its system, except as noted below. The District shall, at its expense, install approximately 350 feet of 8-inch City's water line from Seneca Avenue NW to NW 5<sup>th</sup> Place. The District has secured all required easements and permits for the extension of the City's water line within S. 125<sup>th</sup> Street and the easements shall be assignable to the City of Renton. The District shall provide personnel for and inspect the disconnection from the District's water main.
- 2.2 The City agrees to provide water service to the Properties on the same basis as water service is provided to customers located within its corporate boundaries in accordance with the City's ordinances, resolutions, regulations and codes. The City agrees not to charge the Properties any new or additional connection charge to receive water service from the City in recognition and acknowledgement that connection charges were previously paid to the District by such customers.
- 2.3 The District and the City agree that the District's transfer of the above customers to the City does not constitute the assumption of any District assets, facilities or indebtedness for the purposes of Chapter 36.93 RCW. This Agreement complies with service area requirements and is consistent with the "Agreement for Establishing Water Utility Service Area Boundaries" in the Amended Skyway Coordinated Water System Plan authorized by Chapter 70.116, RCW
- 2.4 The parties agree to effect such transfer of customers from District to City no later than September 30, 2002; provided, however, in the event any party other than District or City challenges the customer transfer provided herein, such transfer shall become effective upon any date as provided by law or court order. This transfer does not result in the change of corporate boundaries for either the District or the City.
- 2.5 The parties agree to cooperate to effect the purposes of this Agreement and to execute any further agreements or documents required for such customer transfer. The District has provided the owners/residents of the Properties with mailed notice regarding the proposed change of water purveyor from the District to the City at least 45 days before the date of such transfer. The notice shall also provide information as to the meeting date before the Board of Commissioners where owners/residents will have an opportunity to comment on the transfer. This Agreement may be terminated in whole or in part by the written consent of the parties or their successors in interest.
- 2.6 Each party shall approve this Agreement by appropriate resolution or ordinance and provide the other party with a certified copy of the same. This Agreement shall take effect upon its approval by the City Council of City and the District Board of Commissioners. Each party represents to the other that it has the full power and authority to enter into this Agreement.

CITY OF RENTON

SKYWAY WATER & SEWER DISTRICT

Jesse Tanner 10-10-02  
By: Jesse Tanner, Mayor Date:

Cheryl Scheuerman 8/7/02  
By: Cheryl Scheuerman, General Manager Date:

Bonnie I. Walton  
Attest: Bonnie I. Walton, City Clerk

Megan Sripranaratanakul  
Attest: Megan Sripranaratanakul, Admin. Asst.

Approved as to Legal Form:

Approved as to Legal Form:

Larry Warren  
Larry Warren, City Attorney

Willigh N. Snell  
Law Offices Willigh N. Snell P.S.  
District Legal Counsel

PROPOSED CONDITIONS



CITY OF RENTON AND  
SKYWAY WATER AND SEWER DISTRICT

FOR THE ESTABLISHMENT OF WATER AND SANITARY SEWER SERVICE  
BOUNDARIES

THIS AGREEMENT is entered into this 31<sup>st</sup> day of December, 2003, by and between SKYWAY WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "SWSD", and the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "RENTON".

WITNESSETH:

WHEREAS, SWSD is qualified to provide water and sanitary sewer service within its prescribed area; and

WHEREAS, RENTON is qualified to provide public services, including water and sanitary sewer service, within its prescribed areas; and

WHEREAS, the former Skyway Water and Sewer and Bryn Mawr-Lakeridge Water and Sewer Districts have officially merged, with the district subsequently retaining the name of Skyway Water and Sewer District; and

WHEREAS, the former Skyway Water and Sewer District had existing water and sewer boundary agreements with RENTON; and

WHEREAS, SWSD provides water and sanitary sewer service in an area adjacent to and within RENTON's corporate boundaries and it is in the public interest for the parties herein to enter into an agreement to provide for the efficient planning and development of new water and sanitary sewer services in areas which may be served by either, or both, of the parties; now, therefore,

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

1. Water Service Area Boundary Between RENTON and SWSD. The attached legal description, Exhibit A, describes the line separating the RENTON water service area from SWSD water service area. The attached map, Exhibit B, depicts the line separating the RENTON water service area from SWSD water service area. RENTON shall provide water service for the area generally South and East of the line illustrated. SWSD shall provide water service for the area generally North and West of the line illustrated.

Any new construction, upgrading, or replacements within the RENTON City Limits by SWSD for water service shall be in compliance with RENTON design and construction standards then in effect or SWSD design and construction standards, whichever are the higher design and construction standards including: materials, techniques, and fire flow.



2. City of Seattle Water Service Area: The City of Seattle (SEATTLE) currently provides direct water service to portions of the service area being discussed in this agreement. These areas are not contiguous to the remainder of SEATTLE's service area, but have been served by SEATTLE for some time. These areas, hereinafter the "Transfer Area", are identified in the Skyway Coordinated Water System Plan, as to be transferred to the appropriate purveyors as feasible and / or required by new development or annexation.

SEATTLE is not a party to this agreement and the agreement should have no direct effect on SEATTLE. This agreement does not directly discuss the transfer of the SEATTLE service areas. This agreement only identifies the boundaries of the local purveyors to whom the service areas would belong to when transferred.

3. Overlaps in Water Service Within Transfer Area: Any overlaps in water service in the Transfer Area will be addressed at the time of the actual transfer and will not be determined as part of this agreement. RENTON and SWSD mutually agree to notify the other and receive concurrence from the other prior to providing service to any additional customers within the Transfer Area. Properties within the transfer area are depicted on Exhibit B

4. Transfer of certain Seattle Public Utilities Water Mains Within and Along the Transfer Area to RENTON: SWSD agrees that RENTON and Seattle Public Utilities have the right and would not be violating the intent of this agreement to transfer the ownership of the following water mains from Seattle Public Utilities to RENTON:

- a) the twelve inch diameter water main which runs southeasterly along Martin Luther King Way from the intersection of 68<sup>th</sup> Avenue South and Martin Luther King Way to the intersection of Martin Luther King Way and South 135<sup>th</sup> Street then northerly within an easement to South 133<sup>rd</sup> Street then easterly along South 133<sup>rd</sup> Street to the intersection of South 133<sup>rd</sup> Street South 132<sup>nd</sup> Street, and South 134<sup>th</sup> Street where it is reduced to an eight inch diameter water main, and
- b) the eight inch diameter water main which runs easterly along South 132<sup>nd</sup> Street from the twelve inch by eight inch reducer at the intersection of South 133<sup>rd</sup> Street South 132<sup>nd</sup> Street, and South 134<sup>th</sup> Street to the intersection of South Langston Road and South 134<sup>th</sup> Street, and
- c) the water main that varies in diameter from eight inches to four inches to six inches which runs easterly along South 135<sup>th</sup> Street from the intersection of South 135<sup>th</sup> Street and Martin Luther King Way to the intersection of South 135<sup>th</sup> Street and 80<sup>th</sup> Avenue South then northerly along 80<sup>th</sup> Avenue South to the intersection of 80<sup>th</sup> Avenue South and South 134<sup>th</sup> Street.

5. Existing SWSD Water Service Connections in RENTON Service Area: SWSD currently provides water service to properties inside RENTON's water service area. RENTON consents to SWSD continuing to provide water service to these properties. The properties are listed in Exhibit E and depicted in Exhibit B.
6. Existing RENTON Water Service Connections in SWSD Service Area: RENTON currently provides water service to properties inside SWSD's water service area. SWSD consents to RENTON continuing to provide water service to these properties. The properties are listed in Exhibit F and depicted in Exhibit B.
7. Overlap Areas: It is understood that RENTON and SWSD will continue providing service within the service area boundaries of the adjacent water utility, as defined in Sections 5 and 6 of this agreement, and which shall be known as overlap areas. RENTON and SWSD agree that any retail water service line extending outside of the service area boundary, as set forth in Section 1, shall be phased out and service transferred to the adjacent utility by mutual agreement.
8. Sewer Service Area Boundary Between RENTON and SWSD. The attached legal description, Exhibit C, describes the line separating the RENTON sewer service area from SWSD sewer service area. The attached map, Exhibit D, depicts the line separating the RENTON sewer service area from SWSD sewer service area. RENTON shall provide sanitary sewer service for the area generally South and East of the line illustrated. SWSD shall provide sanitary sewer service for the area generally North and West of the line illustrated.

Any new construction, upgrading, or replacements within the RENTON City Limits by SWSD for sewer service shall be in compliance with RENTON design and construction standards then in effect, or SWSD design and construction standards, whichever are the higher design and construction standards including: materials and techniques.

9. RENTON's Service Area Boundaries Overlap SWSD's Corporate Boundary: There are areas where RENTON's service area boundaries and SWSD's corporate boundary overlap. RENTON and SWSD acknowledge that, with regard to providing service, it is the water and sanitary sewer service boundaries which govern, not the corporate boundaries.
10. Rescission of Prior Agreements: The former Skyway Water and Sewer District and RENTON entered into an agreement relating to water service area boundaries between the two jurisdictions dated February 2, 1998. That boundary has been incorporated into the SWSD boundary adopted by this document and the agreement is hereby rescinded.

The former Skyway Water and Sewer District and RENTON entered into an agreement relating to sanitary sewer service area boundaries between the two jurisdictions dated June 9, 1994. That boundary has been incorporated into the

SWSD boundary adopted by this document and the agreement is hereby rescinded.

11. Maintenance of Existing Facilities: SWSD and RENTON will each maintain their own facilities, according to industry standards.
12. SWSD Comprehensive Water and Sewer Planning. SWSD will submit, to RENTON, all future Comprehensive Water and Sewerage Plans and amendments thereto involving area and/or improvements within RENTON City Limits. Said submission of the SWSD Plan(s) is to assure consistency with adopted city plans, policies, and land use controls, assist in the review of new development proposals and right-of-way construction permits, and to fulfill the responsibilities set forth in RCW 57 and King County Title 13. As new facilities are planned, constructed, maintained, and/or replaced within RENTON, they shall comply with RENTON design and construction standards then in effect, or SWSD design and construction standards, whichever are the higher design and construction standards.
13. Extension of Utilities Across Properties. RENTON and SWSD agree that they will require property owners who must extend facilities to service their property in a comprehensive fashion up to and including extending said facilities to the far side of the property, when appropriate, to provide a connection point for the future (or existing) facilities of the next property.
14. Franchise Agreement. Upon RENTON annexing property within the SWSD service area, RENTON shall grant SWSD, for the purposes of continuing use of rights-of-way, a temporary franchise for utility facilities within the annexed territory. This franchise shall have the same provisions as stated in the franchise between King County and SWSD and have a term not to exceed 3 (three) years.

RENTON and SWSD will immediately begin negotiations for a new franchise for the purposes of rights-of-way use for SWSD service area within RENTON. The new franchise shall be negotiated within three years.

Upon any subsequent annexations by RENTON within the SWSD service area, RENTON shall amend the franchise to include the annexed area, in order to maintain one franchise agreement. The franchise shall maintain the remaining balance of the term of the franchise. The franchise should include any updated provisions as approved by RENTON and agreed to by SWSD.

Any franchise agreement issued hereunder shall be consistent with the respective comprehensive plans of the parties and State law.

15. Governmental Approvals. The parties will give notice of the adoption of this Agreement to Metropolitan King County, to the Department of Ecology, to the Department of Health, and to any other agency with jurisdiction, and shall

cooperate and assist in any reasonable manner in procuring any necessary approvals hereof by those agencies.

16. Miscellaneous. This Agreement constitutes the entire agreement of the parties, concerning the subject matter herein, and there are no representations or oral agreements other than those listed herein, which vary the terms of this Agreement. Future agreements may occur between the parties to identify, agree upon, or transfer service areas and/or facilities. This Agreement shall have a term of 25 (twenty-five) years.
17. Obligations Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either SWSD or RENTON regarding provisions of water or sewer services to the properties described herein, or other properties, except as specifically set forth herein.

DATED this 31<sup>st</sup> day of December, 2003.

Authorized by Resolution No. 3675 of the City Council of the City of Renton, Washington, at its regular meeting held on 8th day of December, 2003.

CITY OF RENTON

Jesse Tanner 12-31-2003  
Jesse Tanner, Mayor Date

ATTEST:

Bonnie I. Walton 12-31-2003  
Bonnie I. Walton, City Clerk Date

APPROVED AS TO LEGAL FORM:

Lawrence J. Warren  
Lawrence J. Warren, City Attorney

Approved by Resolution No. 03-07-396 of the Board of Commissioners of SKYWAY WATER AND SEWER DISTRICT of King County, Washington, adopted at its regular meeting held on 29<sup>th</sup> day of December, 2003.

SKYWAY WATER AND SEWER DISTRICT

By: Cheyl Scheneman  
Title: General Manager

**EXHIBIT A**  
**SKYWAY WATER AND SEWER DISTRICT AND CITY OF RENTON**  
**AGREEMENT FOR THE TRANSFER OF FACILITIES**  
**AND ESTABLISHMENT OF SERVICE BOUNDARIES**  
**(WATER SERVICE BOUNDARY LINE)**

A water service area boundary line between Skyway Water and Sewer District and the City of Renton through C.E. Brownell Donation Land Claim No. 41 in Sections 13 and 14, Government Lot 8 and the Northeast quarter of Section 13, the Southeast quarter of Section 12, all in Township 23 North, Range 4 East, W.M., and the Southwest quarter and Northwest quarter of Section 7, all in Township 23 North, Range 5 East, W.M., described as follows:

Beginning the aforementioned water service boundary line in the Southeast quarter of said Section 14, at the intersection of the northeasterly right of way margin of Burlington Northern Railroad with the northwesterly right of way margin of the vacated street adjoining Lot 33 of Junction Addition to Seattle, as recorded in Volume 12 of Plats, Page 75, Records of King County, Washington, all situated in C.E. Brownell Donation Claim No. 41, as recorded in the Records of King County, Washington, said intersection also being the existing City limits of Renton as annexed by Ordinance No. 4578 and the existing City limits of Tukwila as annexed by Ordinance Nos. 1503 and 1515;

Thence northerly along said northwesterly right of way margin of said vacated street and said existing City limits of Tukwila and Renton, to an intersection with the southwesterly right of way margin of Beacon Coal Mine Road S. Rev.;

Thence northwesterly and northerly along said southerly right of way margin, and said existing City limits of Tukwila, to an intersection with the south line of the north half of said Donation Claim No. 41;

Thence westerly along said south line, and said existing City limits of Tukwila, to an intersection with the easterly right of way margin of the Union Pacific Railroad;

Thence northwesterly along said easterly right of way margin and said existing City limits of Tukwila, to an intersection with the north boundary line of said Donation Claim No. 41;

Thence easterly along said north boundary line and said existing City limits of Tukwila, to an intersection with the southwesterly right of way margin of Beacon Coal Mine Road S. Rev.;

Thence continuing easterly along said north boundary line, crossing said right of way, to an intersection with the northeasterly right of way margin of Beacon Coal Mine Road S. Rev.;

Thence southeasterly, southerly, westerly, southerly and southeasterly, along said northeasterly right of way margin, to the most southwesterly corner of Lot A, King County Lot Line Adjustment No. 8612009, as approved by King County, Washington on February 4, 1987;

Thence northeasterly along the southerly line of said Lot A, to an intersection with the south line of the north half of said Donation Claim No. 41;

Thence easterly along said south line of the north half of said Donation Claim No. 41, to an intersection with the westerly right of way margin of 68th Avenue S.;

Thence northeasterly along said westerly right of way margin, to an intersection with the southerly right of way margin of Martin Luther King Junior Way South (State Road No. 2), the center line of said Martin Luther King Junior Way South right of way being 110 feet northerly of, as measured perpendicular to, said southerly right of way margin;

Thence easterly along the easterly extension of said southerly right of way margin, crossing said 68<sup>th</sup> Avenue S., to an intersection with the easterly right of way margin of said 68<sup>th</sup> Avenue S.;

Thence northerly along said easterly right of way margin, to an intersection with the southerly right of way margin of said Martin Luther King Junior Way South, the centerline of said Martin Luther King Junior Way South right of way being 50 feet northerly, as measured perpendicular to, said southerly right of way margin;

Thence southeasterly along said southerly right of way margin, to an intersection with the east line of the west 419.61 feet of the northwest quarter of said Section 13;

Thence northerly along said east line, crossing said Martin Luther King Junior Way South, to an intersection with the southerly right of way margin of South 133rd Street;

Thence easterly along said southerly right of way margin, to an intersection with the southerly right of way margin of S. 134<sup>th</sup> Street;

Thence northwesterly, crossing S. 134th Street, to the point of intersection of the northerly right of way margin of S. 134th Street and the southerly right of way margin of S. 132nd Street;

Thence northeasterly along said southerly right of way margin of S. 132nd Street, to an intersection with the westerly right of way margin of 76th Avenue S., said westerly right of way margin also being the west line of the northeast quarter of said Section 13;

Thence northerly along said westerly right of way margin and said west line of the northeast quarter, crossing S. 132nd Street, to an intersection with the southerly right of way margin of S. Langston Road (also known as John Langston Road No. 3 and 78<sup>th</sup> Avenue S. Extension Revision);

Thence easterly, northeasterly and northerly along said southerly right of way margin of S. Langston Road, crossing said 76th Avenue S. and S. 130<sup>th</sup> Street, to the northwest corner of Lot 6, Block 7 of Earlington Acre Tracts, as recorded in Volume 15 of Plats, Page 84, Records of King County, Washington;

Thence easterly along the north line of Block 7 of said plat, to the northwest corner of Lot 2 of said Block 7;

Thence southerly along the west line of said Lot 2, to an intersection with the south line of the north 100 feet of said Lot 2;

Thence easterly along said south line, to an intersection with the east line of said Lot 2;

Thence northerly along said east line, to the northeast corner of said Lot 2 and a point on the north line of said Block 7;

Thence easterly along said north line, to the northeast corner of Lot 1 of said Block 7, said northeast corner also being a point on the westerly right of way margin of 80th Avenue S.;

Thence northeasterly, crossing 80th Avenue S., to the point of intersection of the easterly right of way margin of said 80th Avenue S. with the northeasterly right of way margin of Renton Avenue S., said point of intersection also being a point on the west line of Lot 6, Block 2 of said plat;

Thence southeasterly along said northeasterly right of way margin, to an intersection with the west line of Lot 3, Block 8 of said plat;

Thence northerly along the west line of said Lot 3, to the northwest corner thereof;

Thence easterly along the north line of said Block 8 and Block 9 of said plat, to the northwest corner of Lot 6 of said Block 9, said northwest corner also being the southwest corner of Lot 6, Block 1 of said plat;

Thence northerly along the west line of said Lot 6 of said Block 1, a distance of 88.16 feet;

Thence easterly, crossing said Lot 6 and Lots 5, 4, 3 and 2 of said Block 1, to a point on the east line of said Lot 2 being 95.86 feet northerly of the southeast corner thereof;

Thence northerly along the east line of said Lot 2, said east line also being the west line of Lot 1 of said Block 1, to an intersection with the south line of the north 70 feet of said Lot 1;

Thence easterly along said south line, to an intersection with the east line of said Lot 1, said east line also being the westerly right of way margin of 84th Avenue S.;

Thence northerly along said east line and said westerly right of way margin, to the northeast corner of said Lot 1;

Thence northerly, crossing S. 128th Street, to the southeast corner of Lot 20 of the vacated plat of Clinkingbeards One Fourth Acre Tracts, as recorded in Volume 21 of Plats, Page 26, Records of King County, Washington, in the Southeast quarter of Section 12, Township 23 North, Range 4 East, W.M.;

Thence northerly along the east line of said Lot 20 and said westerly right of way line of 84th Avenue S., to an intersection with the south line of the north 7 feet of said Lot 20;

Thence westerly along said south line and the westerly extension of said south line, to an intersection with the west line of Lot 19 of said plat;

Thence northerly along the west line of said Lot 19 and Lot 2 of said plat, to the northwest corner of said Lot 2 and the north line of said plat;

Thence easterly along said north line, to an intersection with the east line of the west 195 feet of the south half of the Northeast quarter of the Southeast quarter of the Southeast quarter of the Southeast quarter of said Section 12;

Thence northerly along said east line, to an intersection with the north line of said subdivision;

Thence easterly along said north line, to an intersection with said westerly right of way margin of 84th Avenue S.;

Thence northerly along said westerly right of way margin and its northerly extension, and in part, the east line of Tract A of Mountain View Home Tracts, as recorded in Volume 74 of Plats, Page 28, Records of King County, Washington, crossing S. 126<sup>th</sup> Street, to an intersection with the easterly extension of the northerly right of way margin of S. 126<sup>th</sup> Street;

Thence westerly along said easterly extension and said northerly right of way margin, said margin also being, in part, the south line of Lot 17 of Hilltop's Suburban Club, as recorded in Volume 77 of Plats, Page 51, Records of King County, Washington, to the southwest corner of said Lot 17;

Thence northerly along the west line of said Lot 17, to the northwest corner thereof, said northwest corner also being a point on the south line of Lot 16 of said plat;

Thence westerly along said south line of Lot 16, to the southwest corner thereof, said southwest corner also being the southeast corner of Tract A of said plat;

Thence northerly along the east line of Tract A, to the northeast corner thereof, said northeast corner also being the northwest corner of Lot 10 of said plat;

Thence easterly along the north line of said Lot 10, to the southwest corner of Lot 9 of said plat;

Thence northerly along the west line of said Lot 9, to the northwest corner thereof, said northwest corner also being a point on the southerly right of way margin of S. 124th Street;

Thence northwesterly, crossing S. 124th Street, to the southwest corner of Lot 23, Block 60 of Bryn Mawr, as recorded in Volume 5 of Plats, Page 58, Records of King County, Washington, said southwest corner being a point on the northerly right of way margin of S. 124th Street;

Thence northerly along the west line of said Lot 23, to the northwest corner thereof;

Thence easterly along the north line of said Lot 23 and the north line of Lots 22 and 21 of said plat, to the northeast corner of said Lot 21, said northeast corner also being a point on the westerly right of way margin of said 84th Avenue S.;

Thence easterly, crossing said 84th Avenue S., to the northwest corner of Lot 28, Block 61 of said plat, said northwest corner also being a point on the easterly right of way margin of said 84th Avenue S.;



Thence easterly along the north line of said Lot 28 and the north line of Lots 27-15, inclusive, of said Block 61, to the northeast corner of said Lot 15, said northeast corner also being a point on the westerly right of way margin of 85th Avenue S.;

Thence northerly along said westerly right of way margin, crossing S. 123rd Place, S. 123<sup>rd</sup> Street and S. 122nd Street, to the northeast corner of Lot 15, Block 48 of said plat;

Thence easterly, crossing said 85th Avenue S., to the northwest corner of Lot 38, Block 47 of said plat, said northwest corner being a point on the easterly right of way margin of said 85th Avenue S.;

Thence continuing easterly along the north line of said Lot 38 and the north line of Lot 37 of said Block 47, to the northeast corner of said Lot 37;

Thence southerly along the east line of said Lot 37, to the southeast corner thereof;

Thence easterly along the south line of said Block 47, to an intersection with the west line of Lot 25 of King County Boundary Line Adjustment No. L96L0074, as recorded under King County Recording No. 9709189007;

Thence northerly along the west line of said Lot 25, to the northwest corner thereof;

Thence easterly along the north line of said Lot 25, to the northeast corner thereof;

Thence southerly along the east line of said Lot 25, to the northwest corner of Lot 28 of said boundary line adjustment;

Thence easterly along the north line of said Lot 28, to the northeast corner thereof, said northeast corner also being the northwest corner of Lot 21 of said Block 47;

Thence easterly along the north line of said Lot 21, to the northeast corner thereof, said northeast corner also being a point on the westerly right of way margin of 87th Avenue S.;

Thence southerly along said westerly right of way margin, to an intersection with the westerly extension of the south line of Tract 1 of N.H. Latimer's Lake Washington Plat, as recorded in Volume 6 of Plats, Page 70, Records of King County, Washington;

Thence easterly along said westerly extension, crossing said 87th Avenue S., to the southwest corner of said Tract 1, said southwest corner also being a point on the northerly right of way margin of S. 122nd Street;

Thence easterly along the south line of said Tract 1 and the south line of Tracts 2 and 3 of said plat and said northerly right of way margin, to an intersection with the east line of the west half of vacated 90th Avenue S.;

Thence northerly along said east line and the northerly extension of said east line, crossing S. 121<sup>st</sup> St., and, in part, along the existing City limits of Renton as annexed by Ordinance No. 2426, to an intersection with

the south line of Lot 12, Lenz Farmette Tracts, as recorded in Volume 37 of Plats, Page 36, Records of King County, Washington, said south line also being the northerly right of way margin of S. 121st Street;

Thence westerly along said south line and said northerly right of way margin and, in part, said existing City limits, to an intersection with the east line of the west 32 feet of said Lot 12;

Thence northerly along said east line and said existing City limits, to an intersection with the south line of Lot 11 of said plat;

Thence westerly along said south line and said existing City limits, a distance of 32 feet, to the southwest corner of said Lot 11;

Thence northerly along the west line of said Lot 11 and said existing City limits, to the northwest corner thereof;

Thence easterly along the north line of said Lot 11 and said existing City limits, to the northeast corner of said Lot 11, said northeast corner also being on the westerly right of way margin of Rainier Avenue N.;

Thence northerly along said westerly right of way margin and said existing City limits, to an intersection with the south line of the Northwest quarter of said Section 7;

Thence westerly along said south line and the existing City limits of Renton as annexed by Ordinance No. 2019, to an intersection with the southerly extension of the west line of Lot 12, Block 40 of said plat of Bryn Mawr;

Thence northerly along said southerly extension and along the west line of Lot 12, Block 40 of said plat, and said existing City limits, crossing vacated S. 120th Street, to the northwest corner of said Lot 12, said northwest corner also being the southeast corner of Lot 22 of said Block 40;

Thence westerly along the south line of said Lot 22, and Lots 23 and 24 of said Block 40, and the westerly extension of said south line, and said existing City limits, to an intersection with a line lying 8 feet westerly of and parallel with the west line of said Lot 24 and Lots 9 and 24 of Block 35 of said plat;

Thence northerly along said parallel line and said existing City limits, and in part, the existing City limits of Renton as annexed by Ordinance No. 4090, crossing vacated S. 119th Street, to an intersection with the southerly right of way margin of S. 118th Street;

Thence easterly along said southerly right of way margin and said existing City limits, to the northwest corner of Lot 24 of Block 35 of said plat;

Thence northerly along the northerly extension of the west line of said Lot 24, and said existing City limits, to an intersection with the centerline of that portion of S. 118th Street (Irving Avenue, Wallace Street) as vacated by Superior Court No. 156371;

Thence easterly along said centerline and said existing City limits, to an intersection with the southerly extension of the west line of Lot 13, Block 30 of said plat;

Thence northerly along said southerly extension and the west line of said Lot 13 and said existing City limits, to the northwest corner of said Lot 13;

Thence easterly along the north line of said Lot 13 and the north line of Lot 14 of said Block 30 and said existing City limits, to the northeast corner of said Lot 14, said northeast corner also being the southwest corner of Lot 18 of said Block 30;

Thence northerly along the west line of said Lot 18, to the northwest corner thereof, said northwest corner also being a point on the southerly right of way margin of Hawthorne Street;

Thence easterly along the north line of said Lot 18, and said southerly right of way margin, to an intersection with the southerly extension of the west line of the east 15 feet of Lot 15, Block 25 of said plat;

Thence northerly along said southerly extension, crossing said Hawthorne Street, to an intersection with the south line of said Lot 15 and the northerly right of way margin of said Hawthorne Street;

Thence easterly along the south line of said Lot 15 and the south line of Lot 16 of said Block 25, and the easterly extension of said south line and said northerly right of way margin, to an intersection with the centerline of 89th Avenue S., as vacated by Superior Court No. 156371;

Thence northerly along said centerline, to an intersection with the westerly extension of the north line of Lot 5, Block 26 of said plat;

Thence easterly along said westerly extension, to the northwest corner of said Lot 5;

Thence continuing easterly along the north line of said Lot 5 and the easterly extension of said Lot 5, said north line and easterly extension also being said existing City limits, crossing Rainier Avenue N. (Primary State Highway No. 5, State Road 167), to an intersection with the easterly right of way margin of said Rainier Avenue N., said intersection also being a point on the existing City limits of Renton as annexed by Ordinance No. 1300;

Thence northerly along said easterly right of way margin and said existing City limits, to an intersection with a line which is 5 feet south of and parallel with the common line between Lots 7 and 8, Block 18, Bryn Mawr, as recorded in Volume 5 of Plats, Page 58, Records of King County, Washington;

Thence South  $88^{\circ}27'28''$  East, along said parallel line and said existing City limits, a distance of 89.23 feet, to the west line of Defense Plant Corp. 5-24-43;

Thence North  $05^{\circ}16'51''$  East, along said existing City limits, a distance of 438.90 feet, to an intersection with a line which is 2 feet south of and parallel with the common line between Lots 1 and 2, Block 17 of said plat;





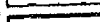
Thence North  $40^{\circ}09'47''$  East, along said existing City limits, a distance of 188.55 feet;

Thence North, along said existing City limits, a distance of 60 feet;

Thence North  $29^{\circ}00'40''$  West, along said existing City limits, a distance of 197.07 feet;

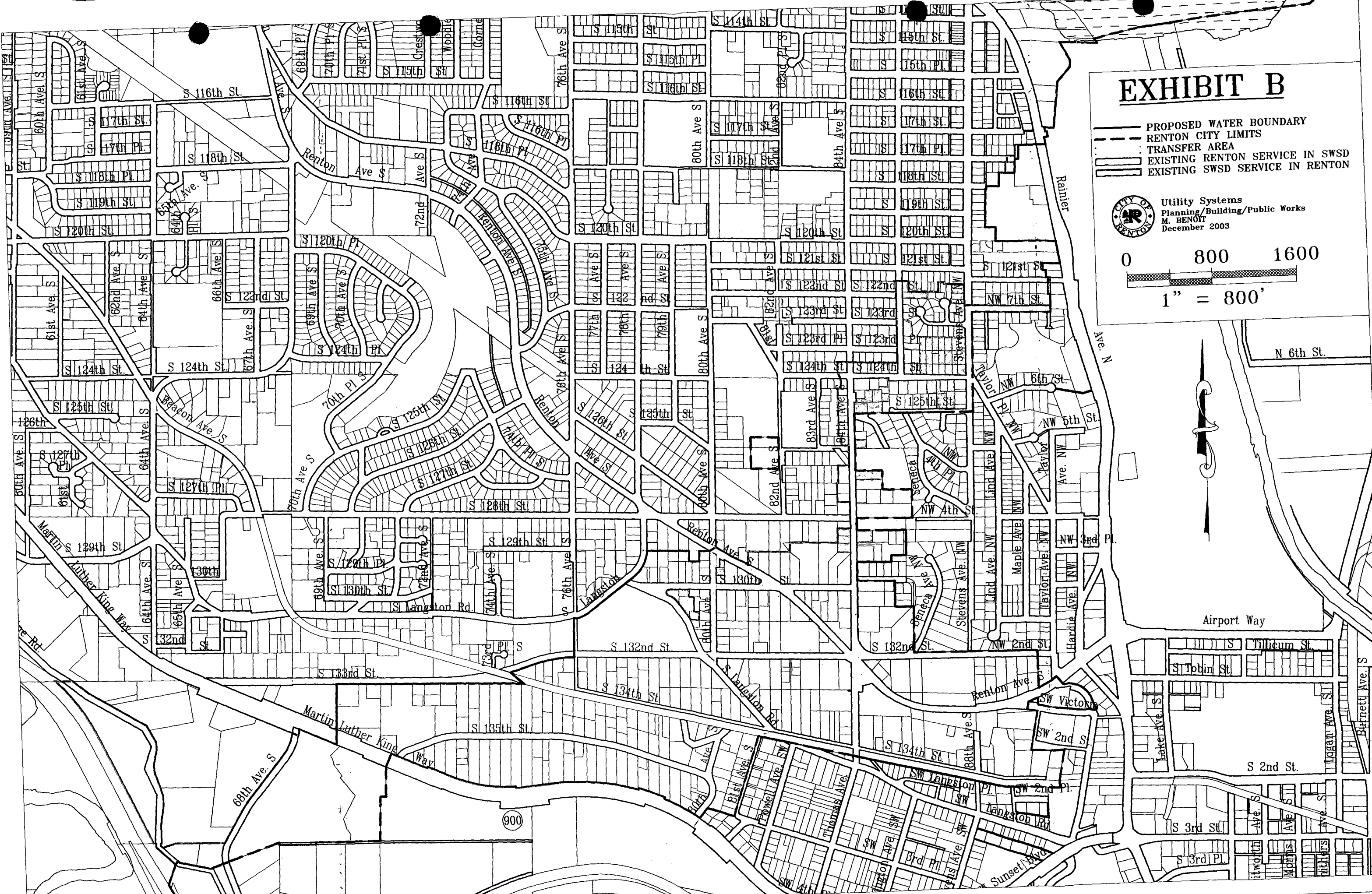
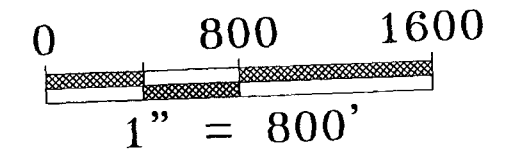
Thence South  $88^{\circ}27'28''$  East, along said existing City limits, a distance of 355.00 feet, to a point on the Inner Harbor Line of Lake Washington, as shown upon Sheet No. 26 of the Plat of Lake Washington Shore Lands Survey 1921, as said plat was filed with the Auditor of King County, Washington, September 19, 1921, under Recording No. 1552504, said point being a distance of 92.62 feet along said Inner Harbor Line from the angle point "862" on said plat, and the terminus of the herein described water service boundary line.

# EXHIBIT B

-  PROPOSED WATER BOUNDARY
-  RENTON CITY LIMITS
-  TRANSFER AREA
-  EXISTING RENTON SERVICE IN SWS
-  EXISTING SWS SERVICE IN RENTON



Utility Systems  
 Planning/Building/Public Works  
 M. BENOT  
 December 2003



**EXHIBIT C****SKYWAY WATER AND SEWER DISTRICT AND CITY OF RENTON  
AGREEMENT FOR THE TRANSFER OF FACILITIES  
AND ESTABLISHMENT OF SERVICE BOUNDARIES  
(SEWER SERVICE BOUNDARY LINE)**

A sanitary sewer service area boundary line between the Skyway Water and Sewer District and the City of Renton through C.E. Brownell Donation Land Claim No. 41 in Sections 13 and 14, Government Lot 8 and the Northeast quarter of Section 13, all in Township 23 North, Range 4 East, W.M., King County, Washington and the Southwest quarter and the Northwest quarter of Section 7, both in Township 23 North, Range 5 East, W.M., King County Washington, described as follows:

Beginning the aforementioned sanitary sewer boundary line in the Southeast quarter of said Section 14, at the intersection of the northeasterly right of way margin of Burlington Northern Railroad with the northwesterly right of way margin of the vacated street adjoining Lot 33 of Junction Addition to Seattle, as recorded in Volume 12 of Plats, page 75, Records of King County, Washington, all situated in C.E. Brownell Donation Claim No. 41, as recorded in the Records of King County, Washington, said intersection also being the existing City limits of Renton as annexed by Ordinance No. 4578 and the existing City limits of Tukwila as annexed by Ordinance Nos. 1503 and 1515;

Thence northeasterly along the northwesterly right of way margin of said vacated street and said existing City limits of Tukwila and Renton, to an intersection with the southwesterly right of way margin of Beacon Coal Mine Road S. Rev.;

Thence northeasterly along said existing City limits of Renton at an angle perpendicular to said southerly right of way margin, a distance of 40 feet, to an intersection with the northerly right of way line of said Beacon Coal Mine Road S. Rev.,

Thence southeasterly along said northerly right of way margin and existing City limits, to an intersection with a line dividing Lot 32 of said plat as described by a deed of conveyance to Charles Monster by Oregon and Washington Railroad Company dated June 19, 1923;

Thence northeasterly along said dividing line and the existing City limits, crossing 68th Avenue South, to an intersection with the easterly right of way margin of said 68th Avenue South;

Thence continuing northeasterly along said dividing line and the existing City limits of Renton as annexed by Ordinance No. 4642, to the northeast corner of said Lot 32, said northeast corner also being a point on the north line of said plat and also being a point on the northerly right of way margin of South 137th Street;

Thence easterly along said north line of said plat and said northerly right of way margin, to the southwest corner of the condominium plat of Empire Estates, as recorded in Volume 28 of Condominiums, Pages 106-120, inclusive, Records of King County, Washington, in the Southwest quarter of said Section 13;

Thence northerly, easterly and northerly along the west line of said condominium plat, to an intersection with the southerly right of way margin of Martin Luther King Way South (also known as Empire Way South and State Road No. 2), in the Northwest quarter of said Section 13;

Thence continuing northerly along the northerly extension of said west line, to an intersection with the centerline of said Martin Luther King Way South;

Thence southeasterly along said centerline, to an intersection with the southerly extension of the west line of Lot 1, Block 2 of Stiles View Tracts, as recorded in Volume 46 of Plats, Page 85, Records of King County, Washington;

Thence northerly along said extension and the west line of said Lot 1, to an intersection with the south line of the north 180 feet of said Block 2;

Thence easterly along said south line, through Lots 1-7, inclusive, of said Block 2, to an intersection with the east line of said Lot 7, said east line also being the east line of said Donation Claim and the west line of Lot 8, Block 4 of R.L. Haddock Addition to Earlington, as recorded in Volume 38 of Plats, Pages 4-5, Records of King County in Government Lot 8 of said Section 13;

Thence northerly along said west line of said Lot 8 and said east line of said Donation Claim, to the southwest corner of Lot 1 of King County Short Plat No. 982004, recorded under King County Recording No. 8301040882;

Thence easterly along the south line of said Lot 1 and the easterly extension of said south line, through Lots 8-6, inclusive, of said Block 4, to an intersection with the east line of said Lot 6;

Thence northerly along said east line to the northeast corner of said Lot 6;

Thence northerly, crossing S. 135th Street, to the southwest corner of Lot 5, Block 3 of said plat;

Thence northerly along the west line of said Lot 5 and the northerly extension of said west line, crossing S. 134th Street and the Cedar River Pipeline right of way, to an intersection with the northerly right of way margin of said street and said pipeline;

Thence southeasterly along said right of way margin of said street and pipeline, to an intersection with the westerly right of way margin of 76th Avenue S., said westerly right of way margin also being the west line of the Northeast quarter of said Section 13;

Thence northerly along said westerly right of way margin and said west line, crossing S. 132nd Street, to an intersection with the southerly right of way margin of S. Langston Road (also known as John Langston Road No. 3 and 78<sup>th</sup> Avenue S. Extension Revision);

Thence easterly, northeasterly and northerly along said southerly right-of-way margin of S. Langston Road, crossing said 76th Avenue S. and S. 130<sup>th</sup> Street, to the northwest corner of Lot 6, Block 7 of Earlington Acre Tracts, as recorded in Volume 15 of Plats, Page 84, Records of King County, Washington;

Thence easterly along the north line of Block 7 of said Plat to the northwest corner of Lot 4 of said Block being common with the southwest corner of Lot 4, Block 3 of said Plat;

Thence northerly along said west line of said Lot 4 of said Block 3 to the southerly margin of Renton Avenue;

Thence southeasterly along said margin to the southeast corner of Lot 1 of said Block 3, said southeast corner also being a point on the westerly right of way margin of 80<sup>th</sup> Avenue South;

Thence northerly along said westerly right of way margin, to the north line of said Northeast quarter; said north line also being the centerline of S. 128th Street;

Thence easterly along said north line and said centerline, to the northeast corner of said Section 13, said northeast corner also being the southwest corner of said Section 7 and a point of intersection with the centerline of 84th Avenue S.;

Thence continuing easterly along the south line of said Section 7, crossing said 84th Avenue S., to an intersection with the easterly right of way margin of said 84th Avenue S.;

Thence northerly along said easterly right of way margin, to an intersection with the south line of the north 125 feet of the south 270 feet of the west half of the Southwest quarter of the Southwest quarter of said Section 7;

Thence easterly along said south line, a distance of 98 feet, to an intersection with the east line of the west 128 feet of said subdivision;

Thence northerly along said east line, to the north line of said south 270 feet of said subdivision;

Thence easterly along said north line, to the southwest corner of Lot 2 of City of Renton Short Plat No. 023-87, as recorded under King County Recording No. 8712299017, Records of King County, Washington;

Thence northerly along the west line of said Lot 2 and the existing City limits of Renton as annexed by Ordinance No. 3801, to the southeast corner of Lot 1 of said short plat;

Thence westerly along the south line of said Lot 1 and said existing City limits, to the southwest corner thereof, said southwest corner being a point on the easterly right of way margin of said 84th Avenue S.;

Thence northerly along the west line of said Lot 1 and said existing City limits and said easterly right of way margin, to the northwest corner thereof;

Thence continuing northerly along said easterly right of way margin and the existing City limits of Renton as annexed by Ordinance No. 1669, to the southwest corner of Lot 3, Block A of Conner's Lake View Park No. 2, as recorded in Volume 78 of Plats, Page 64, Records of King County, Washington;



Thence continuing northerly along the west line of said plat, said easterly right of way margin and said existing City limits, to the northwest corner of said plat;

Thence easterly along the north line of said plat and said existing City limits, to an intersection with the southerly extension of the west line of Lot A of King County Boundary Line Adjustment No. L96L0145, as recorded under King County Recording No. 9704091385, Records of King County, Washington;

Thence northerly along said extension and the west line of Lots A and B of said boundary line adjustment, to the northwest corner of said Lot B;

Thence easterly along the north line of said Lot B and the easterly extension of said Lot B, crossing Stevens Avenue NW (87th Avenue S.), to an intersection with the easterly right of way margin of said Stevens Avenue NW, said intersection being a point on the existing City limits of Renton as annexed by Ordinance No. 1461;

Thence northerly along said easterly right of way margin and existing City limits, crossing Taylor Place NW, to the northwest corner of Lot 3, Block 1 of Latimers Lake Park Addition, as recorded in Volume 18 of Plats, Page 63, Records of King County, Washington;

Thence easterly along the north line of said Lot 3 and its easterly extension, crossing Lind Avenue NW, to the southwest corner of Lot 2, Block 14 of said plat;

Thence northerly along the west line of said Lot 2 and along the west line of Lot 1 of said Block 14, to the northwest corner of said Lot 1, said northwest corner also being a point on the southerly right of way margin of NW 7th Street (S. 122nd Street);

Thence easterly along said southerly right of way margin and said existing City limits, crossing Taylor Avenue NW, to the northwest corner of Lot 1, Block 16 of said plat;

Thence northerly along the northerly extension of the west line of said Lot 1, to the centerline of that portion of NW 7th Street vacated under City of Renton Vacation Ordinance No. 3455;

Thence easterly along said centerline, to an intersection with the westerly right of way margin of Rainier Avenue North;

Thence northerly along said westerly right of way margin, crossing S. 121st Street, to the northeast corner of Lot 11 of Lenz Farmette Tracts, as recorded in Volume 37 of Plats, Page 36, Records of King County, Washington;

Thence easterly along the easterly extension of the north line of said Lot 11, crossing Rainier Avenue North, to an intersection with the easterly right of way margin of said Rainier Avenue North;

Thence northerly along said easterly right of way margin, following the tangent and curving courses thereof, said easterly right of way margin being, in part, the existing City limits of Renton as annexed by Ordinance No. 1300, to an intersection with a line which is 5 feet south of and parallel with the common

line between Lots 7 and 8, Block 18, Bryn Mawr , as recorded in Volume 5 of Plats, Page 58, Records of King County, Washington;

Thence South  $88^{\circ}27'28''$  East, along said parallel line and said existing City limits, a distance of 89.23 feet, to the west line of the Defense Plant Corp. 5-24-43;

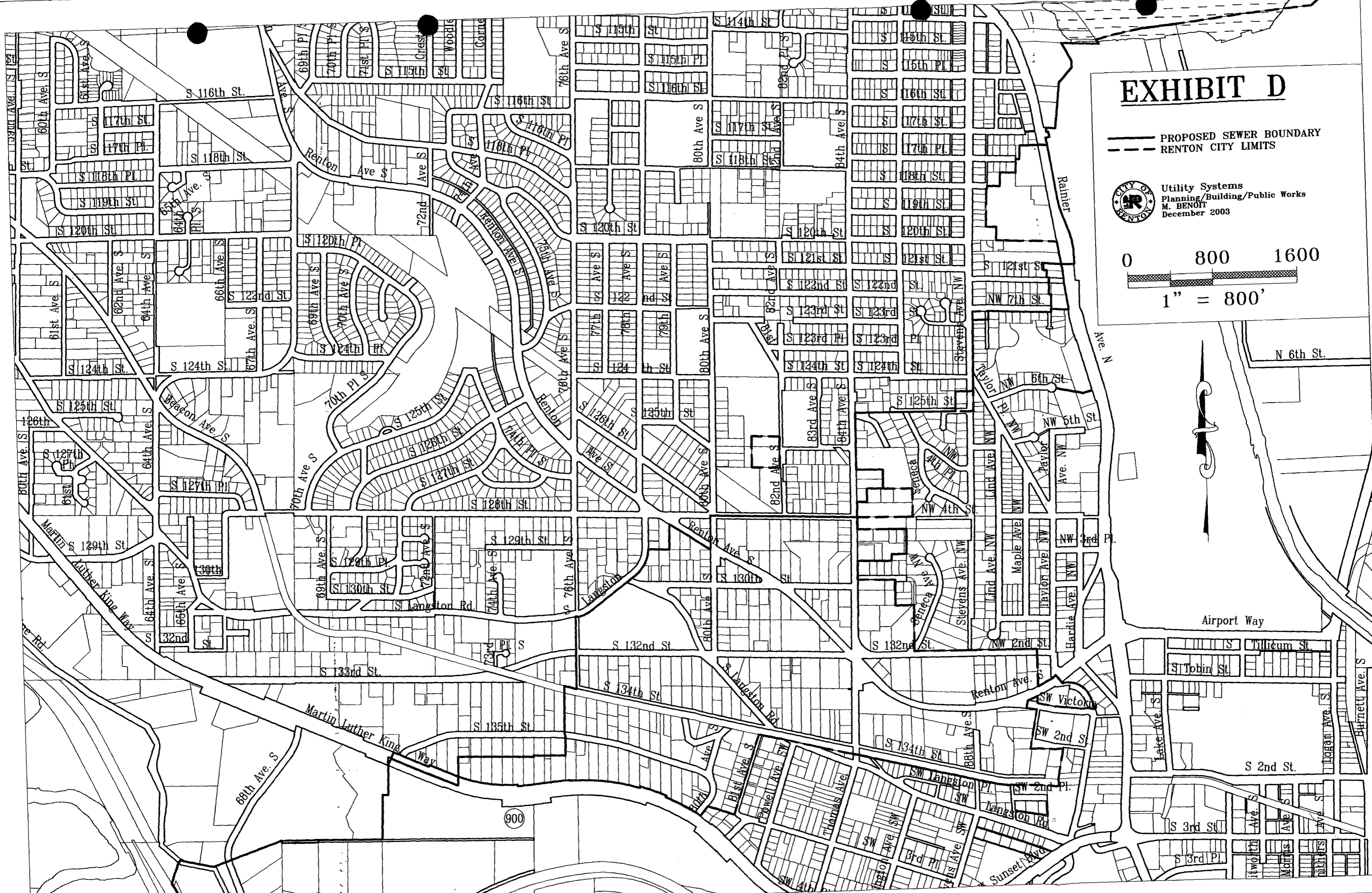
Thence North  $05^{\circ}16'51''$  East, along said existing City limits, a distance of 438.90 feet, to an intersection with a line which is 2 feet south of and parallel with the common line between Lots 1 and 2, Block 17 of said plat;

Thence North  $40^{\circ}09'47''$  East, along said existing City limits, a distance of 188.55 feet;

Thence North, along said existing City limits, a distance of 60 feet;

Thence North  $29^{\circ}00'40''$  West, along said existing City limits, a distance of 197.07 feet;

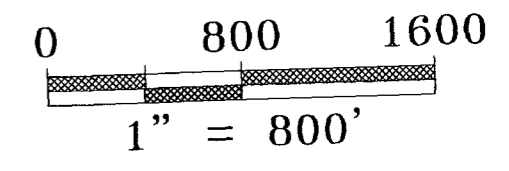
Thence South  $88^{\circ}27'28''$  East, along said existing City limits, a distance of 355.00 feet, to a point on the Inner Harbor Line of Lake Washington, as shown upon Sheet No. 26 of the Plat of Lake Washington Shore Lands Survey 1921, said plat being filed with the Auditor of King County, Washington, September 19, 1921, under Recording Number 1552504, said point being a distance of 92.62 feet along said Inner Harbor Line from angle point "862" on said plat, and the terminus of said sewer service area boundary line.



# EXHIBIT D

**PROPOSED SEWER BOUNDARY**  
**RENTON CITY LIMITS**

Utility Systems  
 Planning/Building/Public Works  
 M. BENOIT  
 December 2003



900

## EXHIBIT E

CAG-03-197

Existing SWSD Water Service Connections in RENTON Service Area:

ADDRESS	KING COUNTY PARCEL NUMBER
8543 S 124 <sup>th</sup> Street	i.e., King County tax lot 072305-9049
12424 84 <sup>th</sup> Avenue S	i.e., King County tax lot 072305-9058
12620 84 <sup>th</sup> Avenue S	i.e., King County tax lot 072305-9061
12426 84 <sup>th</sup> Avenue S	i.e., King County tax lot 072305-9068
8423 S 124 <sup>th</sup> Street	i.e., King County tax lot 072305-9069
8547 S 124 <sup>th</sup> Street	i.e., King County tax lot 072305-9072
8539 S 124 <sup>th</sup> Street	i.e., King County tax lot 072305-9073
12422 84 <sup>th</sup> Avenue S	i.e., King County tax lot 072305-9074
8435 S 124 <sup>th</sup> Street	i.e., King County tax lot 072305-9075
12540 84 <sup>th</sup> Avenue S	i.e., King County tax lot 072305-9077
8537 S 124 <sup>th</sup> Street	i.e., King County tax lot 072305-9081
8428 S 124 <sup>th</sup> Street	i.e., King County tax lot 072305-9088
12200 85 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-5471
12117 87 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-5520
12116 85 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-5600
12121 87 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-5601
12133 87 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-6780
12308 85 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-6890
8556 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-6980
8550 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-6990
8544 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7005
8540 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7015
8532 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7026
8524 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7036
8518 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7045
12320 85 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-7055
12314 85 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-7056
vacant	i.e., King County tax lot 118000-8225
8525 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-8235
8529 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-8245
8535 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-8255
8541 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-8265
8547 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-8270
8553 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-8275
8554 S 124 <sup>th</sup> Street	i.e., King County tax lot 118000-8290
8548 S 124 <sup>th</sup> Street	i.e., King County tax lot 118000-8295
8542 S 124 <sup>th</sup> Street	i.e., King County tax lot 118000-8315

## EXHIBIT E

CAG-03-197

8536 S 124 <sup>th</sup> Street	i.e., King County tax lot 118000-8325
8530 S 124 <sup>th</sup> Street	i.e., King County tax lot 118000-8335
8524 S 124 <sup>th</sup> Street	i.e., King County tax lot 118000-8345
8518 S 124 <sup>th</sup> Street	i.e., King County tax lot 118000-8355
12820 84 <sup>th</sup> Avenue S	i.e., King County tax lot 182305-9204
12811 84 <sup>th</sup> Avenue S	i.e., King County tax lot 214480-0005
12823 84 <sup>th</sup> Avenue S	i.e., King County tax lot 214480-0006
12819 84 <sup>th</sup> Avenue S	i.e., King County tax lot 214480-0007
12852 80 <sup>th</sup> Avenue S	i.e., King County tax lot 214480-0225
7830 S Langston Road	i.e., King County tax lot 214480-0336
7840 S Langston Road	i.e., King County tax lot 214480-0341
7835 S 130 <sup>th</sup> Street	i.e., King County tax lot 214480-0342
7931 S 130 <sup>th</sup> Street	i.e., King County tax lot 214480-0345
8531 S 124 <sup>th</sup> Street	i.e., King County tax lot 796140-0025

Existing RENTON Water Service Connections in SWSD Service Area:

ADDRESS	KING COUNTY PARCEL NUMBER
8231 S 121 <sup>st</sup> Street	i.e., King County tax lot 118000-5795
8246 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-5850
8324 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-5855
8240 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-5880
8232 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-5890
8222 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-5900
8218 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-5910
8208 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-5915
Vacant	i.e., King County tax lot 118000-5930
12209 82 <sup>nd</sup> Avenue S	i.e., King County tax lot 118000-6230
Vacant	i.e., King County tax lot 118000-6250
Vacant	i.e., King County tax lot 118000-6350
8207 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-6360
8217 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-6375
8223 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-6390
8239 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-6405
8241 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-6415
8247 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-6425
8323 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-6445
8254 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-6460
8246 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-6475
8240 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-6477
8228 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-6500
8220 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-6520
8214 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-6530
8202 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-6550
12202 84 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-6560
8411 S 122 <sup>nd</sup> Street	i.e., King County tax lot 118000-6570
Vacant	i.e., King County tax lot 118000-6650
Vacant	i.e., King County tax lot 118000-6660
8412 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-6670
12212 84 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-6685
12300 84 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-7080
8411 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-7095
Vacant	i.e., King County tax lot 118000-7105
8432 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-7106
12309 85 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-7108

## EXHIBIT F

CAG-03-197

8438 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7120
8426 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7140
8416 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7185
12312 84 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-7200
8410 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7210
Vacant	i.e., King County tax lot 118000-7220
8211 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-7230
8217 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-7245
8223 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-7255
8241 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-7265
8229 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-7275
8235 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-7285
12309 84 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-7295
12315 84 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-7300
12311 84 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-7315
vacant	i.e., King County tax lot 118000-7316
8230 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7375
8222 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7405
8216 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7410
8210 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7415
8200 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7420
8205 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7850
8211 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7865
8223 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7875
8217 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7880
8233 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-7900
8243 S 123 <sup>rd</sup> Street	i.e., King County tax lot 118000-7915
12333 84 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-7931
12408 84 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-8060
8409 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-8070
8415 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-8080
8427 S 123 <sup>rd</sup> Place	i.e., King County tax lot 118000-8090
12323 85 <sup>th</sup> Avenue S	i.e., King County tax lot 118000-8105

CITY OF RENTON and KING COUNTY WATER DISTRICT NO. 90  
INTERLOCAL AGREEMENT FOR PROVISION OF  
WATER SERVICE BY DISTRICT WITHIN CITY

THIS AGREEMENT, made and entered into this <sup>27<sup>th</sup></sup>~~21<sup>st</sup>~~ day of <sup>October</sup>~~July~~, 2009, by and between the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "the City", and KING COUNTY WATER DISTRICT NO. 90, a Washington municipal corporation, hereinafter referred to as "the District", both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, the District is a public agency authorized by law to engage in furnishing water service, and this Agreement will not limit that statutory authorization; and

WHEREAS, the City may, through the City Council, enter into interlocal agreements with respect to the rights, powers, duties, and obligations of municipal parties regarding the use of public rights of-way and other public property, the provision of services, the maintenance and operation of facilities, the performance of contractual obligations and any other matters arising out of the provision of District service to areas within the City, all pursuant to and in accordance with RCW Sections 39.34.080, 35.92.010, 35A.47.040, and Ch. 57.08; and

WHEREAS, the District has the ability and authority to provide water service to the areas described in Exhibit A, the East King County Coordinated Water System Plan;

NOW, THEREFORE:

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

**SECTION 1.** *District Facilities Within City.* The City and the District hereby agree that the District, its successors and assigns, for a period of fifteen (15) years, commencing on the effective date of this Agreement shall exercise its right and privilege to lay down, construct, relay, connect, replace and/or maintain such and so many pipes, conduits and mains, and all other appurtenances, appendages, and facilities thereto, in, along, through, and under the avenues, streets, highways, and road rights-of way controlled by the City now, and as hereafter amended through annexations, as specifically described in Exhibit A, attached hereto and incorporated herein by this reference, as may be necessary, convenient and/or proper in order to provide water service to the public, and for that purpose to make any and all connections which may be necessary, convenient and/or proper, in accordance with the terms and conditions set forth herein. Exhibit B, attached hereto for administrative convenience, is the current City of Renton Annexation Map showing the current City limits. The City will provide the District an updated Exhibit B annually.

**SECTION 2.** *Authority To Manage, Regulate, and Control System.* After the construction of the water facilities as contemplated under this Agreement, the District shall have



the sole responsibility to maintain, manage, conduct and operate its water system as installed within the area described in Exhibit A, together with any additions, extensions and betterments thereto.

**SECTION 3.** *Authority to Fix Service Rates.* The rates charged to the area described in Exhibit A, shall be fixed, altered, regulated, and controlled solely by the District, pursuant to the limitations on such authority as set forth in Ch. 57.08 RCW, or any applicable regulations promulgated thereafter by the state on the subject of rates and charges for water service.

**SECTION 4.** *Non-Exclusive.* The rights described in this Agreement shall not be deemed or held to be exclusive. Except for provision of water service to the public within the areas described in Exhibit A, it shall in no manner prohibit the City from entering into other agreements or franchises of a like nature or franchises for other public or private utilities, in, over, along, across, under, and upon any of the streets, avenues, highways, alleys, or public places, or ways as herein described, and shall in no way prevent or prohibit the City from using any of said streets, avenues, etc., or affect its jurisdiction over them or any part of them with full power to make all necessary changes, relocations, repairs, or maintenance of same as it deems fit.

**SECTION 5.** *Approval of Plans.* Prior to construction, repair, or replacement of any of the pipes, conduits, mains, facilities, and appurtenances in the area described in Section 1 herein that are located within the property or rights of way of City, the District shall submit to the Utility Systems Director or his designee ("Director") for review and approval, the requested number of plan sets drawn to an accurate scale, showing the exact location, character, position, dimension, depth, and height of the work to be done. The plans shall accurately depict the relative position and location of all pipes, conduits, mains, manholes, facilities, and appurtenances to be constructed, laid, re-laid, installed, replaced, repaired, connected or disconnected, and the existing street, avenue, alley, highway, right-of-way or property lines. All streets, avenues, highways, alleys, lanes, or ways denoted thereon shall be designated by their names and number and the local improvements therein such as roadway pavement, shoulders, sidewalks, curbs, gutters, ditches, driveways, parking strips, telephone or electric distribution poles, conduits, storm, gas, or water pipe lines as may exist on the ground or area sought to be occupied shall be outlined.

In the construction proposed by the District, all materials and equipment shall be as specified in the District's general conditions and standards and as approved by the City. The exact class and type to be used shall be shown on the plans, as will the equipment to be used and the mode of safeguarding and facilitating the public traffic during construction. The manner of excavation, construction installation, backfill, and temporary traffic control measures (such as traffic turnouts, road barricades, etc.) shall meet with the approval of, pass all requirements of, and be constructed in conformance with approved plans, permit conditions, and specifications under the inspection supervision of the Director. Prior to approval of any work under this Agreement, the Director may require such modifications or changes, as he deems necessary to properly protect the public in the use of the public places, and may fix the time or times within and during which such work shall be done.

The District shall pay to the City such amounts as called for in any applicable City permitting fees and, in the judgment of the Director, are reasonably necessary to investigate and process any plans for construction work, to inspect such work, to secure proper field notes for location, to plot such locations on the permanent records of the City's public works department, to supervise such work, or to inspect or re-inspect as to maintenance, during the progress of or after the repair of, any of the initial construction authorized by this Agreement. The City shall make its best efforts to complete all inspections in a timely manner.

**SECTION 6.** *Protection Of Public.* Whenever an accident, faulty operation, or excavation or fill associated with the construction, installation, maintenance or repair of the facilities authorized under this Agreement has caused or contributed to a condition that appears to substantially impair the structural integrity of the adjoining street or public place, or endangers the public, and adjoining public place, street utilities or City property as determined solely by the Director, the Director may direct the District, at its own expense, to take actions to protect the public, adjacent public places, City property and street utilities, and may require compliance within a prescribed time.

In the event that the District fails or refuses to take the actions directed promptly, or fails to fully comply with such directions given by the Director, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the structural integrity thereof, including placing of temporary shoring, backfilling, alterations of drainage patterns and any other actions reasonably necessary to decrease the possibility of earth movement, or actions regarded as necessary safety precautions; and the District shall be liable to the City for the costs thereof.

**SECTION 7.** *Repair of Streets, Sidewalks, Public Places and/or Facilities.* After construction, maintenance, or repair of the facilities authorized by this Agreement, the District shall repair and restore any damaged or injured streets, avenues, highways, public places, City facilities, or affected portions of same, to their approximate condition that existed prior to the work or better. The Director shall have final approval of the condition of such streets and public places after completion of construction. The District shall comply with the City's trench restoration standards and traffic control standards.

**SECTION 8.** *Indemnification.* The District hereby releases, covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and representatives, from any and all claims, costs, judgments, awards, or liability to any person, including claims by the District's own employees to which the District might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the District, its agents, servants, officers, or employees in performing this agreement are the proximate cause.

This covenant of indemnification shall include, but not be limited by this reference to, claims against the City arising as a result of the negligent acts or omissions of the District, its agents, servants, officers, or employees in barricading or providing other warnings of

any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this agreement. Inspection or acceptance by the City of any work performed by the District at the time of completion shall not be grounds for avoidance of any of these covenants of indemnification, Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation, provided that the District shall not be liable to indemnify the City for any settlement of any action or claim effective without the consent of the District, but if settled with the consent of the District, the District shall indemnify and hold harmless the City from and against loss or liability by reason of such settlement. The District shall be obligated to indemnify the City regardless of whether the settlement of the action on the claim is made with the consent of the District if the District has refused to defend the City.

In the event that the District refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the District, then the District shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorney's fees and the reasonable costs of the City, including reasonable attorney's fees for recovery under this indemnification clause.

In the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees or agents, the District's liability hereunder shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

**SECTION 9.** *Insurance.* The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the District, its officers, officials, agents, or employees. The District shall provide a copy of such insurance policy to the City for its inspection prior to the adoption of this agreement.

a. *Minimum Scope of Insurance.* District shall obtain insurance of the types described below:

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage

and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract, The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured on a primary noncontributory manner under the District's Commercial General Liability insurance policy with respect to work performed for the City using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

b. *Minimum Amounts of Insurance.* The District shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit or bodily injury and property damage of \$1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

(3) Professional Liability insurance shall be written with limits of no less than \$1,000,000 per claim.

c. *Municipal Risk Management Pool Participation.* Notwithstanding the provisions of subsections a. and b. of this Section 9, District may satisfy all of its insurance obligations under this agreement by participating in a risk management pool available to Washington municipal corporations providing reasonably equivalent or better insurance coverage than required in such subsections a. and b. The District's obligation to cause the City to be named as an additional insured shall be subject to the terms, conditions and policies of the District's risk management pool as they may be adjusted from time to time.

**SECTION 10.** *Relocation of Lines and Facilities.* The District agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, relocate, or remove from any street or public place within the Agreement area, any of its installations when so required by the City by reason of traffic conditions or public safety, dedications, or new rights-of-way and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity, provided that the District shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any water line or portion thereof required to be temporarily

disconnected or removed; and provided further, that this provision will not apply to District installations located within easements owned by the District.

The City shall consult all as-built maps and plans filed by the District pursuant to this Agreement or any permits authorized under this agreement, in order to determine whether the District has placed pipe or facilities in any area affected by a proposed City project. The City will use all reasonable effort and attempt to design or redesign streets, avenues, alleys or public places or ways, and other City utilities to minimize the impact thereof on the District's existing water system, including the need to require the District's facilities to be relocated and shall coordinate with the District in accordance with RCW 35.21.905. PROVIDED HOWEVER, that the City shall make the final determination on the need for relocation of the District's facilities.

Whenever the City determines that any of the above circumstances necessitate the relocation of the District's then existing facilities, the City shall notify the District in writing, and provide the District with copies of pertinent portions of the plans and specifications for such project so that the District is able to relocate its facilities to accommodate the City's project. The City shall provide notice to the District and require relocation of the facilities in a period of time that is reasonable given the circumstances surrounding the project. The City understands that pursuant to RCW 57.08.050, the District is required to comply with certain notice and bid procedures prior to commencement of any construction project. Whenever practical, given the circumstances surrounding the City's project, the City shall provide the District with sufficient notice to enable the District to comply fully with RCW 57.08.050 without resorting to emergency powers granted therein. Upon the District's failure to complete relocation of its installations and facilities as directed by the City, the City may remove same at the District's expense. The District shall complete the relocation work at least ten (10) days prior to the project's commencement unless the parties agree on a different schedule.

If, after reviewing the as-built maps and plans submitted by the District, the City determines that the District's pipe or facilities will not be affected by a proposed City project, no notice shall be given to the District. The City may then commence construction and if the City finds that the District's as-built maps and plans are inaccurate through the actual discovery of pipe and facilities in the construction area, the City shall notify the District and allow the District twenty-four (24) hours, when reasonable, to remove and/or relocate its pipe and facilities. However, should the District be unable to remove and/or relocate its pipe and facilities within this twenty-four (24) hour period after notification, the City may remove and dispose of same at the District's cost. Should the City not have the appropriate fittings to remove and/or relocate the pipe and facilities, the project shall be delayed until the appropriate fittings can be obtained and engineering review done.

**SECTION 11.** *Abandonment of Pipe and System Facilities.* No pipe, conduit, main, appurtenances, appendages or water facilities located within the City's rights of way or property may be abandoned by the District without the express written consent of the City. Abandonment procedures may be initiated by application of the District to the City, which application shall detail, to the City's satisfaction, the location of all pipe or facilities to be abandoned by providing to the City with the abandonment application current as-built drawings showing the exact location of all pipes or facilities to be abandoned, and the procedures the

District plans to implement in order to comply with all local, state, and federal regulations pertaining to abandonment of water pipe and facilities constructed of asbestos cement or other materials containing asbestos. The District shall, at its sole cost and expense, and pursuant to all local, state, and federal regulations, remove and properly dispose of all abandoned pipes and facilities when so directed by the City for any reason, with cause. PROVIDED, that in no event shall the City direct or require the District to remove abandoned pipes or facilities on the basis of standards not equally applied by the City to require the removal of pipes or facilities abandoned by the City in similar circumstances. The District will commence the removal and disposal of the abandoned facilities within thirty (30) calendar days, and will fully complete the removal within one hundred eighty (180) calendar days from the date the City directs the removal, unless the City agrees, in writing, to extend the time for removal. In addition to and in clarification of the indemnity provisions in Section 8, the District specifically shall 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 abandonment and/or removal of pipe and facilities constructed of asbestos cement or other material containing asbestos. In the case of street vacations, the City shall, to the extent possible, retain and grant an easement to the District for any pipe and facilities then in use by the District. The City shall give notice to the District of any proposed project or street vacation requiring removal of abandoned pipe and facilities as set forth in Section 10. If the District does not comply within the time period set by the City, the City may arrange for the removal and proper disposal of all such pipes and facilities at the District's cost.

**SECTION 12. Excavation.** During any period of installation, relocation, maintenance, or repair of the District's facilities and installations located within the City's rights of way and property, all surface structures, if any, shall be erected and used in such places and positions within said public rights-of-way and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property, and the District shall at all times post and maintain proper barricades during such period of construction as required by state law or City ordinance.

Whenever the District shall excavate in any public right-of-way or other public property for the purpose of installation, repair, maintenance, or relocation of its facilities, it shall apply to the City for a permit to do so and except in the case of an emergency, shall give the City at least three (3) working days notice thereof. In the event that emergency work is required, the District may, without prior written notice to the City, request permits by telephone. The Director shall grant or deny such permits by telephone, but the District shall follow-up all phone emergency permit requests with a written application within three (3) working days of the telephone notification to the Director. In all other cases, the City shall approve the District's applications for permits as soon as reasonably possible. During the progress of the work, the District shall not unnecessarily obstruct the passage or proper use of the right-of-way, and shall file maps or plans with the City (as described in Section 5 herein) showing the proposed and final location of the water facilities.

If either the City or the District shall at any time plan to make excavations in any area covered by this Agreement and as described in this section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to

share such excavation, PROVIDED THAT: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons.

Prior to commencement of any construction authorized by this agreement, the District shall reference all monuments and markers of every nature relating to subdivision plats, highways and all other surveys for review and inspection by the City. The reference points shall be so located that they will not be disturbed during the District's operations under this Agreement. The method of referencing these monuments or other points to be referenced shall be approved by the Director before placement. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the Director. The costs of monuments or other markers lost, destroyed, or disturbed and the expense of replacement by approved monuments shall be borne by the District.

**SECTION 13.** *Permits Required.* This Agreement does not release the District from any of its obligations to obtain applicable local, state, and federal permits necessary to install, construct, operate, maintain, remove, repair, reconstruct, replace, use and inspect its water system.

**SECTION 14.** *Compliance With Laws.* The District shall indemnify the City, its officers, officials, agents, employees or representatives against any claim or liability arising from or based upon the violation by the District of any laws, ordinances or regulations.

**SECTION 15.** *City Construction Adjacent to District Installation.* The laying, construction, maintenance, and operation of the said District's system of water lines, pipes, conduits, mains, etc., authorized under this Agreement shall not preclude the City or its accredited agents and contractors from excavating, grading or doing other necessary road work contiguous to the said District's pipe lines, provided that the District shall have forty-eight (48) hours notice of said excavation, grading or road work in order that the District may protect its line of pipe and property.

**SECTION 16.** *Modification.* The City and District hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement of both parties to such alteration, amendment, or modification.

**SECTION 17.** *Bond.* The City and the District acknowledge RCW 35A.21.250. The District shall not be required to furnish any bond before undertaking any of the work, improvements, repair, relocation, or maintenance authorized by this Agreement.

**SECTION 18.** *Enforcement.* If the District or the City willfully violates or fails to comply with any of the provisions of this Agreement, then the non-breaching party may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling compliance with the provisions of this Agreement and to recover damages and costs incurred by reason of the failure to comply.

**SECTION 19.** *City Ordinances and Regulations.* Nothing herein shall be deemed to direct the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Agreement, including any reasonable ordinance made in the exercise of its police powers in the interest of the public safety and for the welfare of the public. The City shall have the authority at all times to control by reasonable and appropriate regulations the location, elevation and manner of construction and maintenance of any water facilities by the District, and the District shall promptly conform with all such regulations, unless compliance would cause the District to violate other requirements of law.

**SECTION 20.** *Cost of Publication.* The cost of publication any ordinance adopting this Agreement shall be borne by the District.

**SECTION 21.** *Assignment.* The District may not assign the rights, duties, and obligations under this Agreement without the prior, written consent of the City, which consent shall not be unreasonably withheld. If such consent is given for assignment, acceptance of the assignment shall be filed by the District's successor with the City.

**SECTION 22.** *Successors And Assigns.* All the provisions, conditions, regulations, and requirements contained in this Agreement shall be binding upon the successors and assigns of the District, and all privileges of the District shall inure to its successors and assigns equally as if they were specifically mentioned herein.

**SECTION 23.** *Notice.* Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

CITY OF RENTON	KING COUNTY WATER
	DISTRICT NO. 90
ATTN: Utility Systems Director	ATTN: General Manager
1055 South Grady Way	15606 SE 128 <sup>th</sup> Street
Renton, Washington 98055	Renton, WA 98059
(425) 430-7239	(425) 255-9600
(FAX) (425) 430-7241	(FAX) (425) 277-4128

**SECTION 24.** *Dispute Resolution.* In the event any dispute arises between the Parties, either Party may request in writing that the issue in dispute be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party may commence a legal proceeding in King County Superior Court for the State of Washington.

**SECTION 25.** *Survival.* All of the provisions, conditions, and requirements of Sections 6, Protection of Public; 8, Indemnification; 10, Relocation of Lines and Facilities, and 11, Abandonment of Lines and Facilities, of this Agreement shall be in addition to any and all other obligations and liabilities the District may have to the City at common law, by statute, or by contract, and shall survive this Agreement's expiration for the use of the areas mentioned in Section 1 herein including any renewals or extensions thereof for ten (10) years. All of the provisions, conditions, regulations, and requirements contained in this Agreement shall further be binding upon the successors and assigns of the District, and all privileges, as well as all



obligations and liabilities of the District shall inure to its successors and assigns equally as if they were specifically mentioned wherever the District is named herein.

**SECTION 26.** *Severability.* If any section, sentence, clause, or phrase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement. In the event that any of the provisions of this Agreement are held to be invalid by a court of competent jurisdiction, the City and the District reserve the right to reconsider this Agreement and by mutual agreement may amend, repeal, add, replace or modify any other provision, or either may rescind its execution of this Agreement.

**SECTION 27.** *Utility Planning.* This Agreement shall not affect the terms and conditions of existing water comprehensive plans, the East King County Coordinated Water System Plan nor that certain agreement between the parties entitled "City of Renton & King County Water District NO. 90 For the Establishment of Service Area Boundaries" dated February 8, 1999.

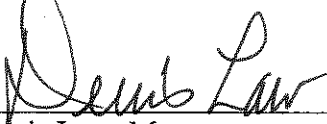
**SECTION 28.** *Effective Date.* This Agreement shall be effective in thirty (30) days after execution.

**SECTION 29.** *Exchange of Information.* The District and the City agree to routinely communicate and exchange information concerning their utility plans, including capital improvement plans, within the area of this agreement. The District will also provide the City with any current or future database or mapping showing the location of existing and new facilities constructed within the City; provided, that City will utilize exemptions provided by law to protect the dissemination of such documents for security purposes.

Approved by Resolution No. 4017 of the City Council of the CITY OF RENTON, Washington, at its regular meeting held on the day of September 28, 2009.

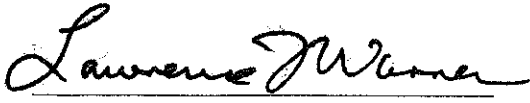


CITY OF RENTON

  
\_\_\_\_\_  
Denis Law, Mayor

  
\_\_\_\_\_  
Bonnie I. Walton, City Clerk

APPROVED AS TO FORM:



Lawrence J. Warren  
City Attorney

Approved by Resolution No. 911 of the Board of Commissioners of KING COUNTY WATER DISTRICT NO. 90 of King County, Washington, adopted at its regular meeting held on the 21 day of JULY, 2009.


KING COUNTY WATER DISTRICT NO. 90

By:   
President of Board

By:   
Secretary of Board

ATTEST:

  
General Manager

Approved as Form  
  
Jack Leininger  
District Attorney

CITY OF RENTON and CEDAR RIVER WATER AND SEWER DISTRICT  
INTERLOCAL AGREEMENT FOR PROVISION OF  
WATER AND SEWER SERVICE BY DISTRICT WITHIN CITY

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of January, ~~2009~~<sup>2010</sup>, by and between the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "the City", and CEDAR RIVER WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "the District", both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, the District is a public agency authorized by law to engage in furnishing water service and sanitary sewer service, and this Agreement will not limit that statutory authorization; and

WHEREAS, the City may, through the City Council, enter into interlocal agreements with respect to the rights, powers, duties, and obligations of municipal parties regarding the use of public rights of-way and other public property, the provision of services, the maintenance and operation of facilities, the performance of contractual obligations and any other matters arising out of the provision of District service to areas within the City, all pursuant to and in accordance with RCW Sections 39.34.080, 35.92.010, 35A.47.040, and Ch. 57.08; and

WHEREAS, the District has the ability and authority to provide water service and sanitary sewer service to the areas described in Exhibit A;

NOW, THEREFORE:

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

SECTION 1. District Facilities Within City. The City and the District hereby agree that the District, its successors and assigns, for a period of fifteen (15) years, commencing on the effective date of this Agreement shall exercise its right and privilege to lay down, construct, relay, connect, replace and/or maintain such and so many pipes, conduits and mains, and all other appurtenances, appendages, and facilities thereto, in, along, through, and under the avenues, streets, highways, and road rights-of way controlled by the City now, and as hereafter amended through annexations, as specifically described in Exhibit A, attached hereto and incorporated herein by this reference, as may be necessary, convenient and/or proper in order to provide water service and sanitary sewer service to the public, and for that purpose to make any and all connections which may be necessary, convenient and/or proper, in accordance with the terms and conditions set forth herein. Exhibit B, attached hereto for administrative convenience, is the current City of Renton Annexation Map showing the current City limits. The City will provide the District an updated Exhibit B annually.

SECTION 2. Authority To Manage, Regulate, and Control Water and Sanitary Sewer System. After the construction of the sanitary sewer facilities as contemplated under this

Agreement, the District shall have the sole responsibility to maintain, manage, conduct and operate its water system and sanitary sewer system as installed within the area described in Exhibit A, together with any additions, extensions and betterments thereto.

**SECTION 3.** *Authority to Fix Service Rates.* The rates charged to the area described in Exhibit A, shall be fixed, altered, regulated, and controlled solely by the District, pursuant to the limitations on such authority as set forth in Ch. 57.08 RCW, or any applicable regulations promulgated thereafter by the state on the subject of rates and charges for sanitary sewer service.

**SECTION 4.** *Non-Exclusive.* The rights described in this Agreement shall not be deemed or held to be exclusive. Except for provision of water and sanitary sewer service to the public within the areas described in Exhibit A, it shall in no manner prohibit the City from entering into other agreements or franchises of a like nature or franchises for other public or private utilities, in, over, along, across, under, and upon any of the streets, avenues, highways, alleys, or public places, or ways as herein described, and shall in no way prevent or prohibit the City from using any of said streets, avenues, etc., or affect its jurisdiction over them or any part of them with full power to make all necessary changes, relocations, repairs, or maintenance of same as it deems fit.

**SECTION 5.** *Approval of Plans.* Prior to construction, repair, or replacement of any of the pipes, conduits, mains, facilities, and appurtenances in the area described in Section 1 herein that are located within the property or rights of way of City, the District shall submit to the Director of Public Works or his designee ("Director") for review and approval, the requested number of plan sets drawn to an accurate scale, showing the exact location, character, position, dimension, depth, and height of the work to be done. The plans shall accurately depict the relative position and location of all pipes, conduits, mains, manholes, facilities, and appurtenances to be constructed, laid, re-laid, installed, replaced, repaired, connected or disconnected, and the existing street, avenue, alley, highway, right-of-way or property lines. All streets, avenues, highways, alleys, lanes, or ways denoted thereon shall be designated by their names and number and the local improvements therein such as roadway pavement, shoulders, sidewalks, curbs, gutters, ditches, driveways, parking strips, telephone or electric distribution poles, conduits, storm, gas, or water pipe lines as may exist on the ground or area sought to be occupied shall be outlined.

In the construction proposed by the District, all materials and equipment shall be as specified in the District's general conditions and standards and as approved by the City. The exact class and type to be used shall be shown on the plans, as will the equipment to be used and the mode of safeguarding and facilitating the public traffic during construction. The manner of excavation, construction installation, backfill, and temporary traffic control measures (such as traffic turnouts, road barricades, etc.) shall meet with the approval of, pass all requirements of, and be constructed in conformance with approved plans, permit conditions, and specifications under the inspection supervision of the Director. Prior to approval of any work under this Agreement, the Director may require such modifications or changes, as he deems necessary to properly protect the public in the use of the public places, and may fix the time or times within and during which such work shall be done.

The District shall pay to the City such amounts as called for in any applicable City permitting fees and, in the judgment of the Director, are reasonably necessary to investigate and process any plans for construction work, to inspect such work, to secure proper field notes for location, to plot such locations on the permanent records of the City's public works department, to supervise such work, or to inspect or re-inspect as to maintenance, during the progress of or after the repair of, any of the initial construction authorized by this Agreement. The City shall make its best efforts to complete all inspections in a timely manner.

**SECTION 6.** *Protection Of Public.* Whenever an accident, faulty operation, or excavation or fill associated with the construction, installation, maintenance or repair of the facilities authorized under this Agreement has caused or contributed to a condition that appears to substantially impair the structural integrity of the adjoining street or public place, or endangers the public, and adjoining public place, street utilities or City property as determined solely by the Director, the Director may direct the District, at its own expense, to take actions to protect the public, adjacent public places, City property and street utilities, and may require compliance within a prescribed time.

In the event that the District fails or refuses to take the actions directed promptly, or fails to fully comply with such directions given by the Director, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the structural integrity thereof, including placing of temporary shoring, backfilling, alterations of drainage patterns and any other actions reasonably necessary to decrease the possibility of earth movement, or actions regarded as necessary safety precautions; and the District shall be liable to the City for the costs thereof.

**SECTION 7.** *Repair of Streets, Sidewalks, Public Places and/or Facilities.* After construction, maintenance, or repair of the facilities authorized by this Agreement, the District shall repair and restore any damaged or injured streets, avenues, highways, public places, City facilities, or affected portions of same, to their approximate condition that existed prior to the work or better. The Director shall have final approval of the condition of such streets and public places after completion of construction. The District shall comply with the City's trench restoration standards and traffic control standards.

**SECTION 8.** *Indemnification.* The District hereby releases, covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and representatives, from any and all claims, costs, judgments, awards, or liability to any person, including claims by the District's own employees to which the District might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the District, its agents, servants, officers, or employees in performing this agreement are the proximate cause.

This covenant of indemnification shall include, but not be limited by this reference to, claims against the City arising as a result of the negligent acts or omissions of the District, its agents, servants, officers, or employees in barricading or providing other warnings of

any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this agreement. Inspection or acceptance by the City of any work performed by the District at the time of completion shall not be grounds for avoidance of any of these covenants of indemnification, Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation, provided that the District shall not be liable to indemnify the City for any settlement of any action or claim effective without the consent of the District, but if settled with the consent of the District, the District shall indemnify and hold harmless the City from and against loss or liability by reason of such settlement. The District shall be obligated to indemnify the City regardless of whether the settlement of the action on the claim is made with the consent of the District if the District has refused to defend the City.

In the event that the District refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the District, then the District shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorney's fees and the reasonable costs of the City, including reasonable attorney's fees for recovery under this indemnification clause.

In the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees or agents, the District's liability hereunder shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

**SECTION 9. Insurance.** The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the District, its officers, officials, agents, or employees. The District shall provide a copy of such insurance policy to the City for its inspection prior to the adoption of this agreement.

a. *Minimum Scope of Insurance.* District shall obtain insurance of the types described below:

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage

and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract, The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the District's Commercial General Liability insurance policy with respect to work performed for the City using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

b. *Minimum Amounts of Insurance.* The District shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit or bodily injury and property damage of \$1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

(3) Professional Liability insurance shall be written with limits of no less than \$1,000,000 per claim.

c. *Municipal Risk Management Pool Participation.* Notwithstanding the provisions of subsections a. and b. of this Section 9, District may satisfy all of its insurance obligations under this agreement by participating in a risk management pool available to Washington municipal corporations providing reasonably equivalent or better insurance coverage than required in such subsections a. and b. The District's obligation to cause the City to be named as an additional insured shall be subject to the terms, conditions and policies of the District's risk management pool as they may be adjusted from time to time.

**SECTION 10.** *Relocation of Lines and Facilities.* The District agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, relocate, or remove from any street or public place within the Agreement area, any of its installations when so required by the City by reason of traffic conditions or public safety, dedications, or new rights-of-way and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity, provided that the District shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any water or sanitary sewer line or portion thereof required to be



temporarily disconnected or removed; and provided further, that this provision will not apply to District installations located within easements owned by the District.

The City shall consult all as-built maps and plans filed by the District pursuant to this Agreement or any permits authorized under this agreement, in order to determine whether the District has placed pipe or facilities in any area affected by a proposed City project. The City will make its best effort and attempt to design or redesign streets, avenues, alleys or public places or ways, and other City utilities to minimize the impact thereof on the District's existing sanitary sewer systems, including the need to require the District's facilities to be relocated and shall coordinate with the District in accordance with RCW 35.21.905. PROVIDED HOWEVER, that the City shall make the final determination on the need for relocation of the District's facilities.

Whenever the City determines that any of the above circumstances necessitate the relocation of the District's then existing facilities, the City shall notify the District in writing, and provide the District with copies of pertinent portions of the plans and specifications for such project so that the District is able to relocate its facilities to accommodate the City's project. The City shall provide notice to the District and require relocation of the facilities in a period of time that is reasonable given the circumstances surrounding the project. The City understands that pursuant to RCW 57.08.050, the District is required to comply with certain notice and bid procedures prior to commencement of any construction project. Whenever practical, given the circumstances surrounding the City's project, the City shall provide the District with sufficient notice to enable the District to comply fully with RCW 57.08.050 without resorting to emergency powers granted therein. Upon the District's failure to complete relocation of its installations and facilities as directed by the City, the City may remove same at the District's expense. The District shall complete the relocation work at least ten (10) days prior to the project's commencement unless the parties agree on a different schedule.

If, after reviewing the as-built maps and plans submitted by the District, the City determines that the District's pipe or facilities will not be affected by a proposed City project, no notice shall be given to the District. The City may then commence construction and if the City finds that the District's as-built maps and plans are inaccurate through the actual discovery of pipe and facilities in the construction area, the City shall notify the District and allow the District twenty-four (24) hours, when reasonable, to remove and/or relocate its pipe and facilities. However, should the District be unable to remove and/or relocate its pipe and facilities within this twenty-four (24) hour period after notification, the City may remove and dispose of same at the District's cost.

**SECTION 11.** *Abandonment of Pipe and System Facilities.* No pipe, conduit, main, appurtenances, appendages or water or sanitary sewer system facilities located within the City's rights of way or property may be abandoned by the District without the express written consent of the City. Abandonment procedures may be initiated by application of the District to the City, which application shall detail, to the City's satisfaction, the location of all pipe or facilities to be abandoned by providing to the City with the abandonment application current as-built drawings showing the exact location of all pipes or facilities to be abandoned, and the procedures the District plans to implement in order to comply with all local, state, and federal regulations pertaining to abandonment of water and sanitary sewer pipe and facilities constructed

of asbestos cement or other materials containing asbestos. The District shall, at its sole cost and expense, and pursuant to all local, state, and federal regulations, remove and properly dispose of all abandoned pipes and facilities when so directed by the City for any reason, with cause. PROVIDED, that in no event shall the City direct or require the District to remove abandoned pipes or facilities on the basis of standards not equally applied by the City to require the removal of pipes or facilities abandoned by the City in similar circumstances. The District will commence the removal and disposal of the abandoned facilities within thirty (30) calendar days, and will fully complete the removal within one hundred eighty (180) calendar days from the date the City directs the removal, unless the City agrees, in writing, to extend the time for removal. In addition to and in clarification of the indemnity provisions in Section 8, the District specifically shall 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 abandonment and/or removal of pipe and facilities constructed of asbestos cement or other material containing asbestos. In the case of street vacations, the City shall, to the extent possible, retain and grant an easement to the District for any pipe and facilities then in use by the District. The City shall give notice to the District of any proposed project or street vacation requiring removal of abandoned pipe and facilities as set forth in Section 10. If the District does not comply within the time period set by the City, the City may arrange for the removal and proper disposal of all such pipes and facilities at the District's cost.

**SECTION 12.** *Excavation.* During any period of installation, relocation, maintenance, or repair of the District's facilities and installations located within the City's rights of way and property, all surface structures, if any, shall be erected and used in such places and positions within said public rights-of-way and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property, and the District shall at all times post and maintain proper barricades during such period of construction as required by state law or city ordinance.

Whenever the District shall excavate in any public right-of-way or other public property for the purpose of installation, repair, maintenance, or relocation of its facilities, it shall apply to the City for a permit to do so and except in the case of an emergency, shall give the City at least three (3) working days notice thereof. In the event that emergency work is required, the District may, without prior written notice to the City, request permits by telephone. The Director shall grant or deny such permits by telephone, but the District shall follow-up all phone emergency permit requests with a written application within three (3) working days of the telephone notification to the Director. In all other cases, the City shall approve the District's applications for permits as soon as reasonably possible. During the progress of the work, the District shall not unnecessarily obstruct the passage or proper use of the right-of-way, and shall file maps or plans with the City (as described in Section 5 herein) showing the proposed and final location of the sanitary sewer facilities.

If either the City or the District shall at any time plan to make excavations in any area covered by this Agreement and as described in this section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT: (1) such joint use shall not unreasonably delay the

work of the party causing the excavation to be made; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons.

Prior to commencement of any construction authorized by this agreement, the District shall reference all monuments and markers of every nature relating to subdivision plats, highways and all other surveys for review and inspection by the City. The reference points shall be so located that they will not be disturbed during the District's operations under this Agreement. The method of referencing these monuments or other points to be referenced shall be approved by the Director before placement. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the Director. The costs of monuments or other markers lost, destroyed, or disturbed and the expense of replacement by approved monuments shall be borne by the District.

**SECTION 13.** *Permits Required.* This Agreement does not release the District from any of its obligations to obtain applicable local, state, and federal permits necessary to install, construct, operate, maintain, remove, repair, reconstruct, replace, use and inspect its water and sanitary sewer system.

**SECTION 14.** *Compliance With Laws.* The District shall indemnify the City, its officers, officials, agents, employees or representatives against any claim or liability arising from or based upon the violation by the District of any laws, ordinances or regulations.

**SECTION 15.** *City Construction Adjacent to District Installation.* The laying, construction, maintenance, and operation of the said District's system of water and sanitary sewer lines, pipes, conduits, mains, etc., authorized under this Agreement shall not preclude the City or its accredited agents and contractors from excavating, grading or doing other necessary road work contiguous to the said District's pipe lines, provided that the District shall have forty-eight (48) hours notice of said excavation, grading or road work in order that the District may protect its line of pipe and property.

**SECTION 16.** *Modification.* The City and District hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement of both parties to such alteration, amendment, or modification.

**SECTION 17.** *Bond.* The City and the District acknowledge RCW 35A.21.250. The District shall not be required to furnish any bond before undertaking any of the work, improvements, repair, relocation, or maintenance authorized by this Agreement.

**SECTION 18.** *Enforcement.* If the District or the City willfully violates or fails to comply with any of the provisions of this Agreement, then the non-breaching party may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling compliance with the provisions of this Agreement and to recover damages and costs incurred by reason of the failure to comply.

**SECTION 19.** *City Ordinances and Regulations.* Nothing herein shall be deemed to direct the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Agreement, including any reasonable ordinance made in the exercise of its police powers in the interest of the public safety and for the welfare of the public. The City shall have the authority at all times to control by reasonable and appropriate regulations the location, elevation and manner of construction and maintenance of any sanitary sewer facilities by the District, and the District shall promptly conform with all such regulations, unless compliance would cause the District to violate other requirements of law. The District further agrees to adhere to City Ordinance(s) prohibiting excavations in City street within 5 years of paving.

**SECTION 20.** *Cost of Publication.* The cost of publication any ordinance adopting this Agreement shall be borne by the District.

**SECTION 21.** *Assignment.* The District may not assign the rights, duties, and obligations under this Agreement without the prior, written consent of the City, which consent shall not be unreasonably withheld. If such consent is given for assignment, acceptance of the assignment shall be filed by the District's successor with the City.

**SECTION 22.** *Successors And Assigns.* All the provisions, conditions, regulations, and requirements contained in this Agreement shall be binding upon the successors and assigns of the District, and all privileges of the District shall inure to its successors and assigns equally as if they were specifically mentioned herein.

**SECTION 23.** *Notice.* Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

CITY OF RENTON	CEDAR RIVER WATER & SEWER DISTRICT
ATTN: Utility Systems Director	ATTN: General Manager
1055 South Grady Way	P.O. Box 1040
Renton, Washington 98055	Maple Valley, Washington 98038
(425) 430-7239	(425) 255-6370
(FAX) (425) 430-7241	(FAX) (425) 228-4880

**SECTION 24.** *Dispute Resolution.* In the event any dispute arises between the Parties, either Party may request in writing that the issue in dispute be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party may commence a legal proceeding in King County Superior Court for the State of Washington.

**SECTION 25.** *Survival.* All of the provisions, conditions, and requirements of Sections 6, Protection of Public; 8, Indemnification; 10, Relocation of Lines and Facilities, and 11, Abandonment of Lines and Facilities, of this Agreement shall be in addition to any and all other obligations and liabilities the District may have to the City at common law, by statute, or by contract, and shall survive this Agreement's expiration for the use of the areas mentioned in Section 1 herein including any renewals or extensions thereof for ten (10) years. All of the

provisions, conditions, regulations, and requirements contained in this Agreement shall further be binding upon the successors and assigns of the District, and all privileges, as well as all obligations and liabilities of the District shall inure to its successors and assigns equally as if they were specifically mentioned wherever the District is named herein.

**SECTION 26.** *Severability.* If any section, sentence, clause, or phrase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement. In the event that any of the provisions of this Agreement are held to be invalid by a court of competent jurisdiction, the City and the District reserve the right to reconsider this Agreement and by mutual agreement may amend, repeal, add, replace or modify any other provision, or either may rescind its execution of this Agreement.

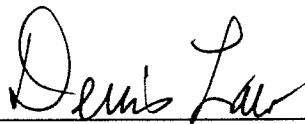
**SECTION 27.** *Utility Planning.* This Agreement shall not affect the terms and conditions of existing water and sewer system comprehensive plans, the East King County Coordinated Water System Plan nor that certain agreement between the parties entitled "City of Renton & Cedar River Water and Sewer District For The Establishment of Service Area Boundaries" dated February 8, 1999.

**SECTION 28.** *Effective Date.* This Agreement shall be effective in thirty (30) days after execution,

**SECTION 29.** *Exchange of Information.* The District and the City agree to routinely communicate and exchange information concerning their utility plans, including capital improvement plans, within the area of this franchise. The District will also provide the City with any current or future database or mapping showing the location of existing and new facilities constructed within the City; provided, that City will utilize exemptions provided by law to protect the dissemination of such documents for security purposes.

Approved by <sup>Resolution</sup> Ordinance No. 4022 of the City Council of the CITY OF RENTON, Washington, at its regular meeting held on the day of November 2, 2009.

CITY OF RENTON



Denis Law, Mayor

ATTEST:

Bonnie I. Walton  
Bonnie I. Walton, City Clerk

CITY OF RENTON

APPROVED AS TO FORM:

FEB 04 2010


RECEIVED  
CITY CLERK'S OFFICE




Lawrence J. Warren  
City Attorney

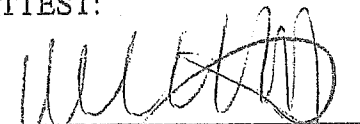
Approved by Resolution No. 09-40 of the Board of Commissioners of CEDAR RIVER WATER AND SEWER DISTRICT of King County, Washington, adopted at its regular meeting held on the 6 day of October, 2009.

CEDAR RIVER WATER AND SEWER DISTRICT

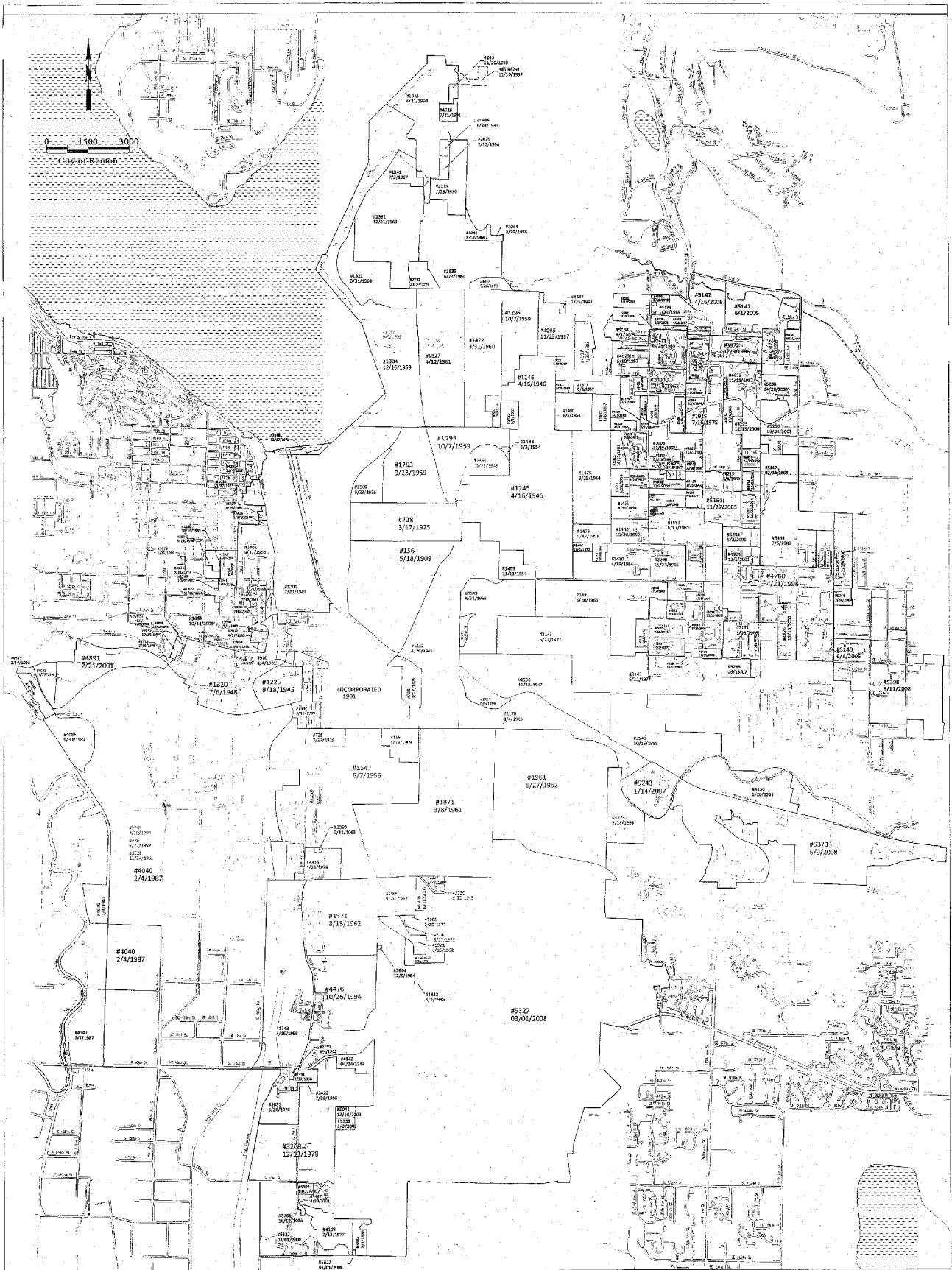
By:   
President of Board

By:   
Secretary of Board

ATTEST:

  
General Manager

**EXHIBIT A**



# Annexation History

- ◆ 1950-1962 ORDINANCE NUMBERS AND EFFECTIVE DATES
- ◆ 1963-1969 AMENDED ORDINANCE NUMBERS AND EFFECTIVE DATES
- ◆ 1970-1982 RESOLUTION NUMBERS AND DATES FOR DEANNEXATION
- DEANNEXATION

Effective through Ord. #5488

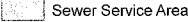
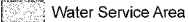
Public Works, Utility Systems  
D.C. Visneski, Tech Services  
Printed on December 21, 2009

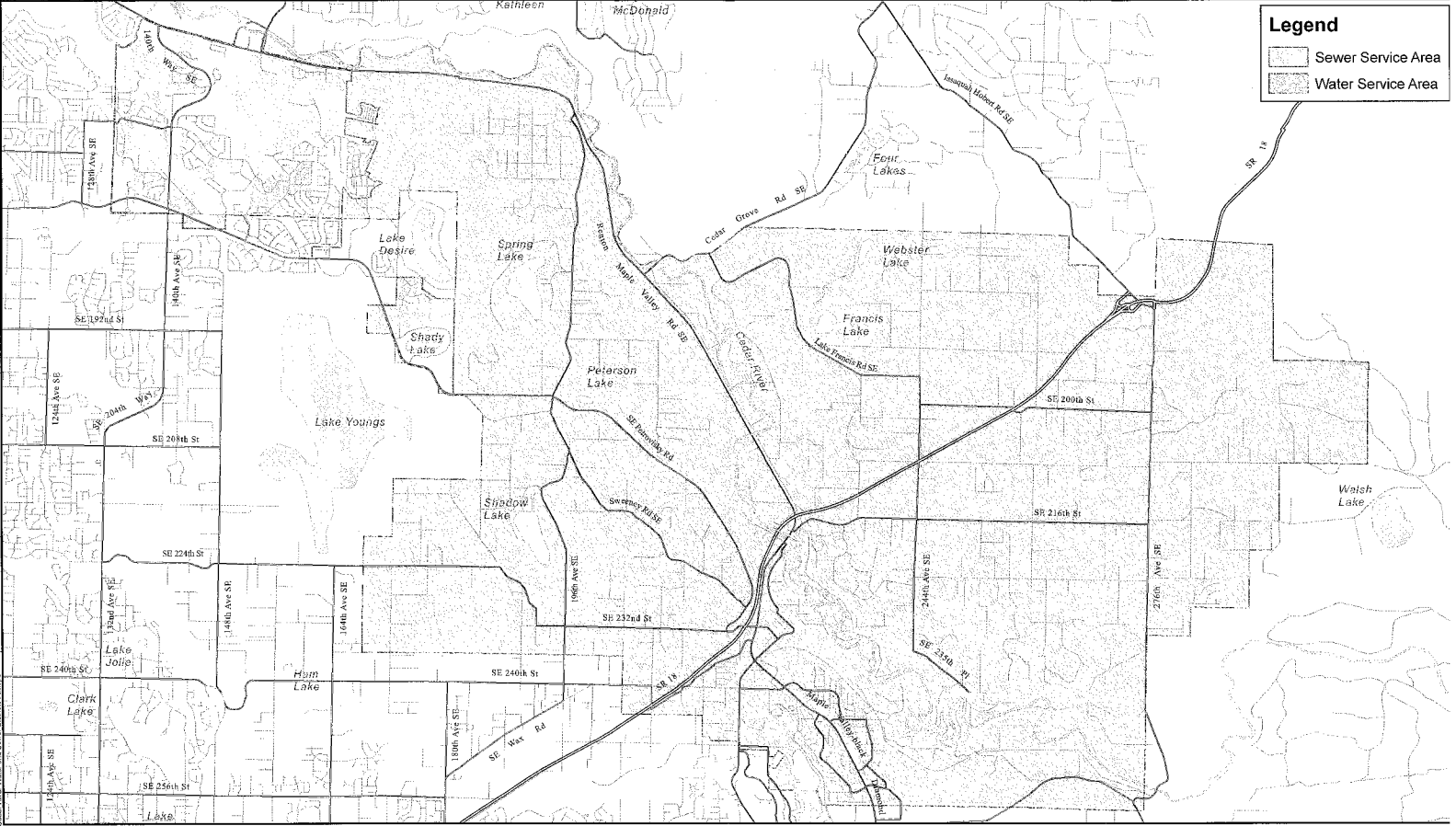




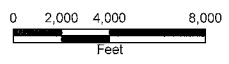
**EXHIBIT B**

**Legend**

-  Sewer Service Area
-  Water Service Area



PACE Engineers, Inc.  
 11255 Kirkland Way, Suite 300 Kirkland, WA 98033 (425)827-2014  
 Map Date: 10-01-09



**Cedar River Water and Sewer District  
 Service Area Map**



11255 Kirkland Way, Suite 300 Kirkland, WA 98033 (425)827-2014  
 Map Date: 10-01-09

**CITY OF SEATTLE**  
**PARTIAL REQUIREMENTS CONTRACT**  
**FOR THE**  
**SUPPLY OF WATER**  
**TO**  
**CITY OF RENTON**



## TABLE OF CONTENTS

	<u>Page(s)</u>
<b>SECTION I. DEFINITIONS .....</b>	<b>2</b>
<b>SECTION II. TERM OF CONTRACT AND GUARANTEES .....</b>	<b>5</b>
II.A. TERM OF CONTRACT .....	5
II.B. AGREEMENT TO SUPPLY AND PURCHASE WATER .....	7
II.C. CONTINUITY OF SERVICE WITHIN THE TERM OF THE CONTRACT .....	10
II.D. WATER QUALITY .....	11
II.E. CONSERVATION.....	14
<b>SECTION III. CONDITIONS OF SERVICE.....</b>	<b>16</b>
III.A. MINIMUM HYDRAULIC GRADIENT .....	16
III.B. RE SALE TO OTHER PARTIES .....	17
III.C. INTERCONNECTION WITH OTHER SYSTEMS .....	18
III.D. DEVELOPMENT OF REGIONAL SUPPLY AND TRANSMISSION INFRASTRUCTURE.....	19
III.E. METERING EQUIPMENT .....	20
<b>SECTION IV. COST OF WATER SUPPLY &amp; TRANSMISSION.....</b>	<b>20</b>
IV.A. RATE-MAKING AND COST-ALLOCATION PRINCIPLES .....	20
IV.B. RATEMAKING FRAMEWORK .....	22
IV.C. WATER SUPPLY PRICING – BASIC SERVICES .....	24
IV.D. TRANSMISSION PRICING - BASIC SERVICES .....	26
IV.E. ALLOCATION OF COSTS AND REVENUES INTO COST POOLS .....	29
IV.F. ELECTIVE SERVICES .....	43
IV.G. RATE ADJUSTMENT .....	43
IV.H. RETAIL RATE-SETTING .....	44
IV.I. TRUING ACTUAL COSTS AND ACTUAL REVENUES .....	44
<b>SECTION V. OPERATING BOARD .....</b>	<b>46</b>
<b>SECTION VI. PLANNING .....</b>	<b>47</b>
VI.A. REPORTING OF PLANNING DATA .....	47
VI.B. SUBMITTAL OF WATER UTILITY WATER SYSTEM PLANS .....	47
VI.C. SEATTLE AS WATER PLANNING AGENCY .....	47
VI.D. COMPREHENSIVE CAPITAL FACILITIES PLAN .....	48
VI.E. EMERGENCY PLANNING .....	49
<b>SECTION VII. PAYMENT.....</b>	<b>49</b>
VII.A. COLLECTION OF MONEY DUE CITY .....	49
VII.B. PENALTIES FOR LATE PAYMENT .....	49
VII.C. BILLING DISPUTES .....	49
<b>SECTION VIII. CONTRACT AMENDMENTS.....</b>	<b>50</b>
<b>SECTION IX. DISPUTE RESOLUTION.....</b>	<b>50</b>
IX.A. OPERATING BOARD REVIEW .....	50
IX.B. SEATTLE CITY COUNCIL REVIEW.....	51
IX.C. NON-BINDING MEDIATION .....	51

IX.D.	RESORT TO LITIGATION.....	51
IX.E.	EFFICIENCY OF REVIEW.....	52
<b>SECTION X.</b>	<b>MISCELLANEOUS.....</b>	<b>52</b>
X.A.	NOTIFICATION.....	52
X.B.	SEVERABILITY.....	53
X.C.	CONSENT.....	53
X.D.	EMERGENCY SITUATIONS.....	54
X.E.	NO JOINT VENTURE - INDIVIDUAL LIABILITY.....	54
X.F.	COMPLETE AGREEMENT.....	54
X.G.	RELINQUISHMENT OF PRIOR CONTRACT.....	54
X.H.	VENUE, JURISDICTION AND SPECIFIC PERFORMANCE.....	54
X.I.	DEFAULT.....	55
X.J.	FORCE MAJEUR.....	55
X.K.	SUCCESSORS.....	55
X.L.	EXHIBITS.....	55

# **PARTIAL REQUIREMENTS CONTRACT**

**BETWEEN  
THE CITY OF SEATTLE  
AND  
CITY OF RENTON  
FOR THE SUPPLY OF WATER**

THIS CONTRACT is entered into between the CITY OF SEATTLE ("Seattle"), a municipal corporation of the State of Washington, and the CITY OF RENTON ("Water Utility"), a municipal corporation of the State of Washington.

## **RECITALS**

1. Seattle owns and operates a system for the supply, transmission, and distribution of potable water and is authorized to sell and distribute water to its residents and to other persons and customers located outside the corporate limits of Seattle.
2. Seattle's water system is integral to the health and welfare of the residents located within the water service area shown in Seattle's Water System Plan. Seattle intends to provide water from the system to meet the current and future needs of the residents of such water service area when such service is requested from Seattle.
3. In meeting this service commitment, Seattle must ensure that this role does not place financial burdens on its retail customers for which they do not receive a corresponding benefit.
4. This contract and contracts of a similar nature with other wholesale customers of Seattle located within Seattle's service area are intended to provide those customers with the security of a long term service commitment and to describe the terms and conditions associated with that commitment.

5. Under this contract, Seattle intends to provide wholesale water to Water Utility at an equivalent Wholesale Level of Service with the same pricing and operational principles as it provides itself.
6. Given the extensive growth of Seattle and the surrounding areas and the impacts upon infrastructure and costs, this contract is intended to provide sufficient water for growth. As a general philosophy for cost sharing purposes, the parties desire to adopt the principle that “growth should pay for growth.”
7. Seattle and Water Utility, together with other Wholesale Customers of Seattle, have agreed to establish an Operating Board comprised of representatives pledged to represent the best interests of the region in order to provide overall direction to the Administrator of the Seattle Regional Water Supply System.

NOW, THEREFORE, in consideration of mutual covenants herein, it is agreed as follows:

#### SECTION I. DEFINITIONS

For the purposes of this contract, the following terms have been defined as:

“Administrator” - The Director of Seattle Public Utilities or any other title given to that person who maintains the authority to operate and manage the Seattle Regional Water Supply System.

“Block Purchase Contract” – A contract in which Seattle sells a fixed quantity of water to a wholesale customer on a take or pay basis.

“Existing Supply Resources” - Current components of the Seattle Regional Water Supply System which consist of the Cedar River storage, treatment and diversion facilities, the Tolt River storage, treatment and diversion facilities, and the Seattle Well Fields as set forth in Exhibit VII.



"Full Requirements Contract" – A contract in which Seattle supplies a Wholesale Customer with its Full Water Requirements.

"Full Water Requirements" - All of the water needed by Water Utility to meet the needs of its present and future water customers within its service area as shown in Water Utility's water system plan, and as shown on Exhibit X.

"Operating Board" – A board of representatives established by Section V hereof and having the powers and duties set forth in Sections II, III, and IV hereof.

"Partial Requirements Contract" - A contract in which Seattle supplies a Wholesale Customer with that portion of its Full Water Requirements above that provided by the Wholesale Customer's own supply.

"Partial Water Requirements" – The amount of water over and above Water Utility's own sources of supply as identified in Exhibits I and XIII and in accordance with this contract needed to meet the needs of its present and future water customers within its service area as shown in Water Utility's water system plan and as shown on Exhibit X.

"Rate of Return on Investment" - Seattle's Average Cost of Debt, plus 1.5 percent.

"Regional Water Conservation Program" - A program which addresses water conservation goals for the Seattle Regional Water Supply System for Seattle, Wholesale Customers, and other customers who enter into a water supply contract with Seattle that includes participation in the Program.

"Seattle's Average Cost of Debt" - The weighted average interest rate on Seattle's water system debt outstanding over the course of a calendar year calculated at the end of each calendar year during the term of this contract.

“Seattle Retail Distribution System” – Seattle’s retail water distribution system consisting of its retail customers within the Seattle retail service area as defined in its Water System Plan, and including storage facilities, distribution mains, pumps, disinfection facilities, service connections, and all other facilities not included in the Seattle Regional Water Supply System.

“Seattle Regional Water Supply System” - Seattle's water supply system consisting of dams, impounded water, supply and transmission mains, pumps, treatment facilities, and all other facilities utilized in conveying water to the Seattle Retail Distribution System, Water Utility, and other wholesale customers. This definition does not include the Seattle Retail Distribution System.

“Seattle Transmission Facilities” – Those facilities serving the transmission needs of the Seattle Regional Water Supply System as set forth in Exhibit VIII.

“Seattle Water System Plan” - Seattle's Water System Plan dated April, 2007, and amendments thereto, prepared by Seattle to comply with the requirements of WAC 246-290-100, and successor regulations.

“Service Connection” - The water meter and associated appurtenances, including everything from the outlet from the supply pipeline to the end of the Seattle Public Utilities vault, through which water is delivered from the Seattle Regional Water Supply System to a Wholesale Customer's water system, except that for the two (2) Service Connections located in Logan Avenue South in Water Utility’s retail service area, the water meter and associated appurtenances will include everything from the south wall of the SPU meter vault to the flanges before the 90° bends north and outside of the vault.

“Stranded Costs” – Those water supply and related costs that Seattle and others have invested for the region which may not be recovered as a result of lost revenues.

“Wholesale Customer” – Those customers who purchase water from Seattle under a Full or Partial Requirements Contract for the purposes of reselling to others.

“Wholesale Level of Service” – Water delivered by Seattle in accordance with this contract to the Service Connection intended for Wholesale Customers’ distribution to their retail customers. Seattle is not responsible for compliance with Department of Health (“DOH”) standards, including fire flow, emergency back-up and water quality within Water Utility’s retail service area.

## SECTION II. TERM OF CONTRACT AND GUARANTEES

### II.A. Term of Contract

1. Term. This contract shall be in effect beginning at 12:01 AM on the Effective Date of this contract and shall remain in effect until 12:00 AM on January 1, 2062.
2. Effective Date. This contract shall be effective upon the date that both parties have signed the contract after approval by their respective legislative bodies (“Effective Date”).
3. Subsequent Right of First Refusal. At the end of the term of this contract, Water Utility shall have a right of first refusal to continue to purchase the amount of water then purchased from Seattle at the time of contract expiration.
4. Periodic Review and Right to Change Certain Terms and Conditions. The parties may review and change certain terms and conditions governing the sale of water hereunder by January 1, 2022 and January 1, 2042, or as soon as practicable thereafter, as follows.

- a. Consensual Process. On or before January 1, 2021, and then again on or before January 1, 2041, either party may provide the other with a written proposal to amend the contract terms. The parties shall then meet and consider the proposal. If the parties agree to the proposal prior to January 1, 2022 and January 1, 2042, respectively, a written amendment to this contract shall be approved and executed by both parties and this contract shall be amended accordingly.
- b. Seattle' s Right to Amend. If the parties are unable to agree on a proposal by Seattle pursuant to subsection a above within the respective one-year periods, Seattle may propose in writing its desired amendment to the Operating Board. Seattle and the Operating Board shall meet and consider the proposed amendment and use reasonable efforts to resolve any differences in the proposal. After 90 days from Seattle's written proposal to the Board, Seattle may propose its desired amendment to the Seattle City Council. If the Operating Board does not agree with such proposal, it may submit a revised proposal to the Seattle City Council within 90 days of Seattle's submission of its proposal to the Seattle City Council. After receiving the Operating Board's alternate proposal, or after the lapse of the 90 day period for the Operating Board to make an alternate proposal, the Seattle City Council may then deny both proposals or approve one of them and issue an amendment to this contract which shall be in effect for the remaining term of the contract from the date of issuance, unless later amended pursuant to subsection a above, or by mutual agreement.

- c. Limitation on Seattle's Right to Amend. Notwithstanding subsection b above, Seattle shall not have the right to: (i) reduce its obligation to provide the Full or Partial Water Requirements of Water Utility, as appropriate; (ii) cease to provide wholesale water to Water Utility at an equivalent Wholesale Level of Service as it provides to itself; (iii) charge a higher wholesale rate for water supply and transmission to Water Utility than that charged to the Seattle Retail Distribution System; (iv) reduce its water quality obligations hereunder; (v) change the methodology for calculating Rate of Return on Investment; (vi) restrict Water Utility's right to terminate the contract or reduce its purchase commitment; (vii) disband or significantly reduce the powers of the Operating Board; or (viii) amend any contract provision that will apply only to Water Utility.

#### **II.B. Agreement to Supply and Purchase Water**

1. Partial Requirements Commitment. Seattle shall supply the Partial Water Requirements of Water Utility for the term of this contract. Except as set forth in Exhibits I and XIII and Section II.B.5 below, Water Utility shall purchase its Partial Water Requirements from Seattle.
2. Adjustments in Water Utility's Service Area. In the event Water Utility acquires additional service area that is: 1) located outside of the service area identified in Exhibit X and 2) which is not already served with water from the Seattle Regional Water Supply System, then Seattle shall supply the Full or Partial Water Requirements, as appropriate, of the additional service area subject to a) the availability of water in the Seattle Regional Water Supply System determined on the same basis as would be applied to determine the availability of water for new or expanded wholesale service customers of Seattle; b) the

limitation of geographical boundaries in Seattle's water rights claims or permits; and c) an update to Water Utility's percentage share of the costs of the Renton New Supply Cost Pool as of January 1 of the year following the acquisition of the additional service area in accordance with section IV.E.7.e.iii.

3. Assumption or Transfer of Responsibilities. In the event Water Utility's entire service area and service responsibilities are assumed by or are transferred to another utility or utilities, then this contract shall become null and void at the time the assumption or transfer becomes effective; provided, however, if the transferee of the service area is a Wholesale Customer, Seattle shall provide water to the transferee according to the terms of the transferee's water supply contract with Seattle. If the transferee is not a Wholesale Customer, then Seattle shall issue the transferee a water supply contract for such area subject to terms and conditions as Seattle shall determine.
4. Annexation by Seattle. If the entire service area of Water Utility is annexed to Seattle, then this contract shall become null and void upon the effective date of Seattle's assumption of Water Utility's water system.
5. Water Utility's Right to Terminate or Reduce Purchase Commitment. Water Utility's commitment to purchase water from Seattle under this contract may be terminated or reduced subject to the terms and conditions set forth below. Water Utility shall provide Seattle at least 5 years written notice of termination or reduction, provided, however, if Seattle unilaterally amends the terms and conditions of this contract pursuant to Section II.A.4 above, Water Utility may terminate this contract at any time within 1 year thereafter by giving Seattle 1 year written notice.

- a. Automatically Permitted Reductions. Water Utility may, without restriction, upon five years written notice to Seattle, reduce its water purchases from Seattle by an amount not to exceed 10 million gallons per day (“MGD”) of its average annual demand.
- b. Reductions Requiring Permission. Water Utility may reduce quantities of water purchased from Seattle by more than 10 MGD or by providing less than five years advance notice of such reduction if in the judgment of the Operating Board, using the criteria listed below, it determines that such reduction is in the best interest of the Seattle Regional Water Supply System as a whole.
- c. Criteria. The criteria to be used by the Operating Board in determining the best interest of the Seattle Regional Water Supply System shall include but not be limited to the following:
  - i. The potential for Stranded Costs and impacts on rates to either the remaining Wholesale Customers or Seattle;
  - ii. The cost of new resources;
  - iii. The feasibility and benefit of reallocating to Seattle or other customers the amount of water foregone by Water Utility; and
  - iv. Environmental aspects of the proposed change.

The Operating Board shall act promptly and reasonably in evaluating and deciding upon Water Utility's request. The Operating Board may approve, with or without reasonable conditions, or deny Water Utility's request based on the above criteria. Approval conditions may include a requirement that Water Utility waive its rights to be served its Full Water Requirements. If the approval conditions are unacceptable to Water Utility, it

may elect in writing to withdraw its request and this contract shall continue in full force and effect.

### **II.C. Continuity of Service within the Term of the Contract**

1. Parity of Service. Seattle shall provide wholesale water to Water Utility at an equivalent Wholesale Level of Service that it provides to itself. In the event of a general emergency or weather-related water shortage affecting the entire Seattle Regional Water Supply System, general restrictions placed upon water deliveries to Water Utility shall be determined by the Operating Board and applied consistently to other Wholesale Customers and the Seattle Retail Distribution System. In the event of localized emergency problems, Water Utility acknowledges temporary, localized service interruptions may occur for the duration of the emergency.
2. Emergency Curtailment Measures. It is recognized by both parties that emergency water use curtailment measures may have to be adopted by Seattle to implement on a regional basis in order to meet an emergency condition or a regional water shortage. The procedures to be used in the event of a weather-related regional water shortage, or shortages caused by other emergency factors, shall be as described in Seattle's Water Shortage Contingency Plan in effect as of the effective date of this contract, or successor contingency plans. Successor water shortage contingency plans shall be developed and implemented by Seattle in consultation with the Operating Board. Water Utility shall assist with and support all procedures or emergency curtailment measures that are implemented under the Water Shortage Contingency Plan, or its successor.
3. Other Emergencies. Seattle may temporarily interrupt or reduce deliveries of water to Water Utility if Seattle determines that such interruption or reduction is necessary or



reasonable in case of system emergencies or in order to install equipment, make repairs, replacements, investigations and inspections or perform other maintenance work on the Seattle Regional Water Supply System. Except in cases of emergency, and in order that Water Utility's operations will not be unreasonably interrupted, Seattle shall give Water Utility and the Operating Board reasonable notice of any such interruption or reduction, the reasons for and the probable duration. Seattle shall use its best efforts to minimize service interruptions to Water Utility.

4. Waiver Of Charges. If interruption or reduction in deliveries of water to Water Utility requires that Water Utility draw water supply in a manner that subjects Water Utility to demand charges (as described in Exhibit III hereto), Seattle shall waive such charges during the period of such interruption or reduction.

#### **II.D. Water Quality**

1. Seattle Regional Water Supply System. Seattle shall be responsible for water quality within the Seattle Regional Water Supply System as set forth below. Seattle shall construct, operate and maintain water quality treatment facilities and use its best efforts to carry out its water quality responsibilities in the most cost-effective manner for the region.
2. Applicable Standards. Seattle shall at all times during the term hereof deliver water to Water Utility's system that meets or exceeds all applicable Federal, State and local regulations as the same may change from time to time.
3. System-wide Water Quality Plan. Seattle, in consultation with the Operating Board, may develop and maintain a system-wide regional water quality plan. The plan shall describe, at a minimum, goals, objectives, procedures and the means to satisfy legal requirements

and industry standards for water quality, monitoring, information exchange, best management practices, adaptive management practices, public health protection, and cross connection control. The Operating Board may form a technical subcommittee to provide input and review of such plan. Seattle shall share available water quality data and technical expertise with all Wholesale Customers.

4. Distribution Systems. Water Utility shall be responsible for compliance with all applicable federal, State and local water quality laws and regulations applicable to water in its distribution system including any water from its own supply sources.
5. Monitoring. Water quality monitoring shall be performed by Seattle in the Seattle Regional Water Supply System and by Water Utility in its distribution system to comply with federal, State and local water quality regulations, to verify the condition of water that is passing from one entity to the other, to enhance system operation and to document the aesthetic qualities of the water. Notwithstanding the foregoing, Water Utility may contract with Seattle for water quality monitoring services as an elective service under section IV.F. hereof.
6. Water Quality Notifications to Customers (Consumer Confidence Reports). Each party shall prepare at its sole cost periodic water quality notifications to its respective retail customers and regulatory agencies as required by law. Seattle shall provide Water Utility all water quality data in a timely manner regarding the Seattle Regional Water Supply System that Water Utility may be legally required to report in such notices.
7. Water Quality Best Management Practices and Adaptive Management Practices. The Operating Board may develop best management practices ("BMPs") and adaptive management practices ("AMPs") as reasonably necessary to protect water quality within

the Seattle Regional Water Supply System. The BMPs and AMPs will include recommendations to prevent deterioration of water quality in transmission and distribution systems. The parties shall use reasonable efforts to comply with the BMPs and AMPs.

8. Flushing. Water Utility shall be solely responsible for flushing water mains within its system. Flushing allowances will be provided by Seattle only when the Operating Board determines that flushing is required to maintain or improve regional water quality.
9. New Water Sources. Prior to the introduction of any new water supply source, including any direct or indirect potable reuse water, by Water Utility which mixes with water in the Seattle Regional Water Supply System, the proposed source must be evaluated using customary and reasonable water quality criteria developed in consultation with the Operating Board to ensure compatibility with Seattle water and approved in writing by Seattle. The proposed Water Utility source must also meet all federal, state and Seattle water quality and treatment standards. Upon Seattle's request, Water Utility shall also provide Seattle with satisfactory results from a blending study to determine the compatibility of the source with existing sources already in the Seattle Regional Water Supply System, the appropriate method and level of treatment and the probable distribution of the new supply within the Seattle Regional Water Supply System. Water Utility shall also complete a flavor rating analysis of no more than 3.0 as tested by Seattle's flavor profile panel according to the methodology described by the American Water Works Association, or its successor. Water Utility shall obtain all necessary and appropriate regulatory permits, reviews, and approvals for rights to and operational use of such water supply source.

The Operating Board may form a technical subcommittee to develop water quality standards and review and advise on the water quality evaluation criteria for proposed new sources. Such criteria for new sources shall be the same for surface water and ground water.

10. Transfers Outside the Seattle Regional Water Supply System. If, with the written consent of Seattle, water from the Seattle Regional Water Supply System is transferred between Water Utility and another water utility in a manner that does not use the Seattle Regional Water Supply System, Water Utility, the other water utility, or both, shall be fully responsible for meeting all applicable water quality standards related to the transfer of such water between their respective systems. Seattle will not be responsible for water quality outside of the Seattle Regional Water Supply System or Seattle Retail Distribution System except as may be agreed to under Section II.D.5.

#### **II.E. Conservation**

The parties acknowledge that conservation prolongs the time before new supply resources are needed and thus constitutes an important ongoing tool in managing the water resources of the region. Accordingly, Water Utility hereby adopts and agrees to be bound by the Regional Water Conservation Program, as it may be amended from time to time during the term of this contract. In accordance with Part 1, Section B.1.5 of the Settlement Agreement between the Muckleshoot Indian Tribe and the National Marine Fisheries Services and the City of Seattle (Civ. No. 03-3775JLR), Water Utility will implement, through its participation in the Regional Water Conservation Program, conservation measures that are substantially similar to those implemented by Seattle within the Seattle Retail Distribution System.

1. Performance Measurements. For the purposes of determining water conservation performance, Water Utility's water use shall be measured in conjunction with the use of all other participants in the Regional Water Conservation Program. The Operating Board may develop reasonable criteria to measure the participants' water conservation performance in accordance with such program.
2. Conservation Above the Regional Water Conservation Program. Water Utility acknowledges that water conservation beyond the Regional Water Conservation Program may be required as a condition of State or federal regulations, court orders, settlements or agreements made to avoid litigation, fines or penalties, or as otherwise determined to be reasonably necessary by the Operating Board. The Operating Board may adopt reasonable additional conservation measures and targets for such purposes. Such conservation measures and targets shall apply in the same manner to all holders of Full and Partial Requirements Contracts and the Seattle Retail Distribution System. Except as provided in the next subsection, Water Utility shall implement such additional water conservation measures and meet the additional adopted targets.
3. Water Utility's Option to be Conservation Service Provider. Water Utility may elect to provide its own water conservation program, beyond its commitment to the Regional Water Conservation Program to meet conservation targets adopted by the Operating Board, or more stringent targets. Water Utility shall bear the additional costs thereof and shall be solely responsible for its implementation. Under this option, Water Utility shall be evaluated for meeting the additional water conservation targets solely by its own performance.

4. Incentives and Penalties. The Operating Board may adopt penalties for shortfalls in water conservation and rewards for meeting or exceeding adopted targets. In the event Water Utility or Seattle fails to meet the adopted targets set by the Operating Board, the Operating Board may assess a penalty. Penalties may not exceed the cost of Seattle undertaking those conservation measures reasonably needed to achieve the adopted target.
5. Postponing the Need for New Water Supply Facilities. In order to avoid the necessity of developing new physical water supply facilities for as long as reasonably practicable, any water saved through conservation in either Seattle's or Water Utility's retail service areas shall be dedicated first to the municipal and industrial water supply requirements of the Seattle Regional Water Supply System before any other use of such water may be undertaken.

### SECTION III. CONDITIONS OF SERVICE

#### III.A. Minimum Hydraulic Gradient

1. Initial Minimum. Seattle shall maintain a minimum hydraulic gradient or head at a maximum flow rate in amounts and at locations described in Exhibit II attached hereto for each Service Connection from the Seattle Regional Water Supply System to Water Utility's distribution system. Such gradients and locations shall be contained in Seattle's and Water Utility's future water system plans. Seattle shall operate and maintain the Seattle Transmission Facilities necessary to carry out such obligation. If Seattle and the Operating Board find that a project resulting in the modification of such minimum gradient or head would benefit the Seattle Regional Water Supply System as a whole, the minimum hydraulic gradient or head described in Exhibit II may be modified by Seattle if

such modification is feasible from an economic, land use and engineering perspective taking into account the facilities required to carry out and for Water Utility to adapt to such modification. Seattle may make these modifications only once during any fifteen (15) year period provided that four (4) years advance written notice is given to Water Utility, unless a shorter notice is approved by the Operating Board.

2. Emergencies. If Seattle is prevented by emergency circumstances from providing such minimum hydraulic gradient, Seattle shall supply not less than the volume of water equivalent to the maximum 24-hour average flow rate required by Water Utility as shown on Exhibit II for each 24 hour period that the minimum hydraulic gradient is interrupted.
3. Additional Service Connections. Additional Service Connections between Water Utility's and Seattle Regional Water Supply System's water systems or adjusted minimum gradients may be established from time to time by mutual agreement between Seattle and Water Utility subject to approval by the Operating Board. Exhibit II shall be appropriately revised to reflect such additions or adjustments.

### **III.B. Resale to Other Parties**

Water Utility may sell water supplied by Seattle to other water utilities located outside of Water Utility's existing or future service area only upon the prior written consent of Seattle (or oral, in case of emergency). Agreements for resale of water by Water Utility listed in Exhibit I are hereby approved by Seattle subject to whatever written terms, conditions and limitations that Seattle has imposed on such resale.

### III.C. Interconnection With Other Systems

1. Prohibition on Interconnection. Water Utility shall not interconnect any part of its system supplied with water from Seattle with other water systems without the prior written approval of the Operating Board, or, in case of emergency, upon oral approval by Seattle, which shall not be unreasonably withheld. Any such interconnection shall be subject to the approval of the Washington State Department of Health and the installation of a meter. Such other systems must be in compliance with all applicable local, State and federal laws and regulations including the requirement that they have a valid operating permit issued by the Washington State Department of Health.
2. Requests by Seattle to Interconnect. Seattle may request that Water Utility interconnect its water system to the water system of an adjacent Wholesale Customer. Water Utility shall comply with that request subject to the terms and conditions set forth below.
  - a. Requirement for Interconnection. If Water Utility does not consent to Seattle's request for interconnection, Seattle may propose the interconnection of Water Utility's water system to the adjacent Wholesale Customer to the Operating Board. Water Utility may present facts and arguments to the Operating Board in opposition to the interconnection and document its costs in making the interconnection and conveying water to the adjacent Wholesale Customer. The Operating Board shall hear and consider the matter. Upon (a) a written finding by the Operating Board that the proposed interconnection with an adjacent Wholesale Customer is feasible taking into account Water Utility's capabilities, limitations, and obligations, (b) a written finding by the Operating Board that such interconnection benefits the Seattle Regional Water Supply System and (c) a



written demand of the Operating Board that Water Utility carry out the interconnection, Water Utility shall be required to interconnect its facilities to the adjacent Wholesale Customer for the purpose of supplying water to that Wholesale Customer through the distribution system of Water Utility, provided that the adjacent Wholesale Customer agrees to perform the interconnection in a location and according to a schedule which does not unduly disrupt Water Utility's operations, and to be responsible for the payment and indemnity obligations in Section III.C.2.b below.

- b. Payment and Indemnity. Water Utility shall be paid its actual costs of providing such interconnection and water transmission service by the adjacent Wholesale Customer receiving the water, plus a reasonable amount for overhead, administration and rate of return (equal to Rate of Return on Investment) on such costs, and Water Utility shall be indemnified from any liability that may result from providing such interconnection by the adjacent Wholesale Customer. The Operating Board shall adopt a standard methodology for calculating costs that ensures that Water Utility is fairly compensated for such service.

### **III.D. Development of Regional Supply and Transmission**

#### **Infrastructure**

Final decisions and authority to approve construction of capital infrastructure related to the Seattle Regional Water Supply System shall rest with the Seattle City Council. Capital construction activities include, but are not limited to installations, renewals, replacements, upgrades, expansions, and any other costs included in Seattle's comprehensive capital facilities plan.

### **III.E. Metering Equipment**

Seattle shall own and perform testing, cleaning and recalibration on appropriate metering devices and associated appurtenances to measure the amount of water delivered to Water Utility at the Service Connection pursuant to this contract. Seattle shall perform all other work at Water Utility's expense regardless of the cause provided that the cause is consistent with AWWA and safety standards and practices. Water Utility shall operate and maintain its water system in a manner that the water flowing through the Service Connection meter operates within the normal operating range for the meter as specified by the manufacturer.

Until such time as Seattle determines it to be economical to install metering devices to measure the amount of water delivered from the Seattle Regional Water Supply System to the Seattle Retail Distribution System, the amount of water delivered to the Seattle Retail Distribution System shall be measured indirectly by subtracting the metered water delivered to all of Seattle's wholesale customers from 98% of the total amount of water exiting Seattle's sources of supply as measured by the supply meters.

## **SECTION IV. COST OF WATER SUPPLY & TRANSMISSION**

Cost-based rates are a water industry accepted practice and the historical practice of Seattle and the Wholesale Customers. The rate-making principles, policies and methodologies set forth in this Section IV are intended to meet the objective of equitable and cost-based rates.

### **IV.A. Rate-making and Cost-allocation Principles**

The parties will apply the following general principles and policies to the establishment of all rates, charges, and cost allocations for water supply, transmission, and related services under this contract.

1. No expenses attributable to electric power development may be allocated to the cost pools identified herein unless the pools are allocated a commensurate share of revenue derived from such development.
2. Seattle shall utilize generally accepted accounting principles, as may be amended from time to time, consistently applied as a basis for developing the financial information upon which rates and charges are based.
3. Abrupt changes in financial policies should be avoided.
4. The rate structure should encourage the efficient use of water, conservation and the timely development of new environmentally responsible water sources and should incorporate seasonal rates and other pricing approaches to encourage efficient use.
5. The rate structure should be innovative, flexible and adaptive whenever it is cost effective and beneficial in furthering the rate-making policies.
6. The rate structure should be simple to administer and easily understandable.
7. The rate structure should be fair and equitable while balancing the needs of all parties.
8. Capital costs which benefit only a new Wholesale Customer shall be allocated to that customer and not to any cost pool described in this contract.
9. Capital costs associated with improvements or facilities which benefit or serve individual Wholesale Customers or the Seattle Retail Distribution System may be allocated to a sub-regional or regional cost pool to the extent necessary to alleviate a disproportionate adverse impact to that Wholesale Customer or the Seattle Retail Distribution System from a regional or sub-regional capital improvement and where (i) such impact could have been reasonably avoided through a different project design, or (ii) the other

Wholesale Customers, including the Seattle Retail Distribution System, receive tangible benefits, directly or indirectly, from the adopted capital facilities plan.

10. The Seattle Retail Distribution System shall be treated as the equivalent of a Wholesale Customer of the Seattle Regional Water Supply System for the purpose of charging Seattle the same wholesale rates and charges as Water Utility for water supply and transmission. Costs calculated under the costs pools described below shall apply to all Wholesale Customers and to the Seattle Retail Distribution System, except as otherwise stated in a particular wholesale water supply contract.
11. The allocation of costs associated with capital construction activities within the Seattle Regional Water Supply System shall be the responsibility of the Operating Board. The Operating Board shall use its best efforts to determine and approve a cost allocation method for infrastructure projects prior to the capital project obtaining construction approval from the Seattle City Council. Failure of the Operating Board to determine and approve a cost allocation method shall not hinder the Seattle City Council from approving capital infrastructure projects in order to assure Seattle's ability to fulfill the requirements of this contract.
12. All parties will use best efforts in establishing rates and cost allocations that reflect the rate-making and cost allocation principles set forth in this Section IV.A.

#### **IV.B. Ratemaking Framework**

Subject to the foregoing principles, wholesale rates and charges for the services described in this contract shall be developed by Seattle based on the following framework:

1. Water Supply and Transmission Service. The costs of water supply and transmission of water shall be accounted for separately in the water supply and transmission cost pools

described below. The price for each service shall be recovered through separate rates for each service. All direct costs incurred in providing water supply and transmission services shall be allocated to the appropriate cost pool and recovered through the rates for each service. In addition, certain indirect costs consisting of a reasonable overhead and administration cost shall be allocated to the appropriate cost pool and recovered through rates for each service.

2. Water Supply - Basic and Elective Services. The costs of supplying water falls into two categories – basic and elective services. Basic service costs include direct and indirect costs attributable to the delivery of water to the Wholesale Customers and to Seattle’s Retail Distribution System pursuant to the foregoing principles. Elective services are optional services, such as water quality laboratory services and specific engineering support that Seattle makes available.
3. Conservation. Costs incurred by Seattle for the Regional Water Conservation Program shall be allocated to both the New Supply Cost Pool and Renton New Supply Cost Pool, which is defined in Section IV.C.1.c. Only the Renton New Supply Cost Pool will be allocated to Water Utility in accordance with Section IV.E.7 and the costs shall be recovered through a block payment in accordance with Section VII.A.
4. Block Payments In Lieu of New Supply Rates or Facilities Charges. Water Utility’s payment of the annual costs allocated to it through the Renton New Supply Cost Pool will be in lieu of paying new supply rates or facilities charges under this contract. Accordingly, Seattle will set a rate for Water Utility consisting of the existing supply rate, existing transmission rate and new transmission rate only.

#### IV.C. Water Supply Pricing – Basic Services

1. Three Water Supply Cost Pools. For the purposes of determining costs of water supply, there shall be three cost pools: An existing supply cost pool ("Existing Supply Cost Pool"), a new supply cost pool ("New Supply Cost Pool") and a new supply cost pool for Renton ("Renton New Supply Cost Pool") authorized under Section IV.E.5.a and defined in Section IV.C.1.c below.
  - a. Existing Supply Cost Pool. The Existing Supply Cost Pool shall be accounted for as follows:
    - i. A basic services rate for water supply shall be charged to recover the full costs of operating, maintaining, repairing, renewing and replacing the Existing Supply Resources incurred by Seattle.
    - ii. All regional conservation programs undertaken by Seattle prior to January 1, 2002, shall be considered an Existing Supply Resource cost.
    - iii. Renewal and replacement of Existing Supply Resources will be an Existing Supply Resource cost.
  - b. New Supply Cost Pool. The New Supply Cost Pool shall be accounted for as follows:
    - i. Water supply resources developed after January 1, 2002 that expand the capacity of the Seattle Regional Water Supply System ("New Supply Resources"), including the costs of the Regional Water Conservation Program from January 1, 2002, shall be included in the New Supply Cost Pool. If any portion of a New Supply Resource project enhances reliability of Existing Supply Resources, the costs thereof may be

allocated to the Existing Supply Cost Pool if the Operating Board and Seattle both agree.

- ii. The cost of New Supply Resources plus Rate of Return on Investment may be recovered either through FCs or new supply rates charged to the holders of Full and Partial Requirements Contracts, except for Renton, and the Seattle Retail Distribution System. The new supply rate shall be applied to all holders of Full and Partial Requirements Contracts, except for Renton, and the Seattle Retail Distribution System.
- iii. The Operating Board shall determine the portion of the New Supply Resource costs that shall be recovered through FCs or through new supply rates. The FCs and new supply rates may be scalable to create an incentive for developers to build housing or commercial units with efficient water usage levels. Wholesale Customers and Seattle in setting rates for retail customers shall be free to choose the method of incorporating FCs or new supply rates into their own retail rates and charges.
- iv. Holders of Full and Partial Requirements Contracts who have not purchased water from Seattle under the 1982 Water Purveyor Contract shall be assessed the full marginal costs of the operation, including Rate of Return on Investment, of the New Supply Resources. This assessment may be satisfied by either paying FCs and new supply rates or arranging a special water supply rate in lieu of paying FCs.

- c. Renton New Supply Cost Pool. The Renton New Supply Cost Pool shall be accounted for as follows:
- i. New Supply Resources developed after January 1, 2012, including the costs of the Regional Water Conservation Program from January 1, 2012, shall be included in the Renton New Supply Cost Pool.
  - ii. The cost of the New Supply Resources plus Rate of Return on Investment will be recovered through a block payment in accordance with Section VII.A.
- d. Emergency Surcharge. In the event of a drought, catastrophe, or other extraordinary condition that requires emergency expenditures to maintain a sufficient water supply, Seattle may impose an emergency surcharge on all holders of Full and Partial Requirements Contracts in order to pay for such expenditures or maintain financial stability of the Seattle Regional Water Supply System, or both. Any such emergency surcharge shall be presented to the Operating Board prior to adoption by the Seattle City Council. Seattle shall consider the comments of the Operating Board but shall nevertheless have the full authority to adopt the emergency surcharge.

#### **IV.D. Transmission Pricing - Basic Services**

1. Transmission Costs Pools. For purposes of determining the cost of the transmission of water to the Wholesale Customers there shall be three transmission cost pools consisting of an existing transmission cost pool ("Existing Transmission Cost Pool"), a new transmission cost pool ("New Transmission Cost Pool"), and a Renton Sub-regional Cost Pool ("Renton Sub-regional Cost Pool").



- a. Existing Transmission Cost Pool. Costs to be allocated to the Existing Transmission Cost Pool shall consist of the following: operation, maintenance, repairs, renewals, and replacements to the Seattle Transmission Facilities.
- i. The Seattle Transmission Facilities are owned and operated as a regional network by Seattle to convey water to wholesale customers and to the Seattle Retail Distribution System. Therefore, the price of transmission for water transmitted within the Seattle Transmission Facilities shall be calculated on the same basis to holders of Full and Partial Requirements Contracts and the Seattle Retail Distribution System.
  - ii. Costs incurred for purposes of transmission reliability may be included in the Existing Transmission Cost Pool subject to the approval of the Operating Board and Seattle.
- b. New Transmission Cost Pool. The cost of new transmission facilities shall be included in the New Transmission Cost Pool. The renewal, replacement, upgrade, expansion, or modification of existing Seattle Transmission Facilities which create an expansion of transmission capacity may be allocated to the New Transmission Cost Pool. The Operating Board shall decide what portion of costs of renewal, replacement, upgrade, expansion or modification of existing Seattle Transmission Facilities may be allocated to the New Transmission Cost Pool and what portion of costs of a transmission project that extends the geographic extent of the transmission system that shall be allocated to the New Transmission Cost Pool or recovered from a new Wholesale Customer if the project benefits only that new Wholesale Customer. Except for costs allocated to a specific Wholesale

Customer, New Transmission Cost Pool costs shall be recovered through new transmission rates or FCs as determined by the Operating Board. The new transmission rate shall be applied in a uniform manner to all holders of Full and Partial Requirements Contracts and the Seattle Retail Distribution System.

- c. Renton Sub-regional Cost Pool. Water Utility is served, in part, by the sub-regional water transmission facilities listed in Exhibit XI. The costs of operating, maintaining, repairing and replacing these facilities shall be included in the Renton Sub-regional Cost Pool, together with any other costs Water Utility and Seattle agree to include.

2. Demand Charge.

- a. Seattle may adopt a demand charge in accordance with the methodology described in Exhibit III. The demand charge rate (i.e., dollars per 1000 gallons of deficient storage) shall be based on the equivalent cost of providing the deficient storage.
- b. The proceeds of the demand charge will be treated in rate setting as a credit to the New Transmission Cost Pool.
- c. Seattle shall suspend the demand charge rate in the event of emergencies and unforeseen conditions.

3. Cost of New or Changed Service Connection. If Seattle requests a change in the location of the Service Connection to Water Utility for the benefit of the Seattle Regional Water Supply System, then the costs, including any retirement costs of the old Service Connection, shall be included in the appropriate transmission cost pool. If Water Utility requests a new Service Connection or a change in location of an existing Service

Connection, then Water Utility shall pay the costs of the new or changed Service Connection, including any retirement costs of the old Service Connection regardless of the cause provided that the cause is consistent with AWWA and safety standards and practices.

#### **IV.E. Allocation of Costs and Revenues into Cost Pools**

1. Accounting. Seattle shall maintain a cost accounting system consistent with the provisions of this contract and generally accepted accounting principles, as amended from time to time, consistently applied in developing the financial information for determining the costs of acquisition, construction, repair, renewal, replacement, upgrade, expansion, maintenance, and operation of the facilities in each cost pool.
  - a. Asset Accounts. An asset account shall be maintained for each facility and within that account Seattle shall record the original cost of that facility plus betterments and less retirements.
  - b. Depreciation. Facilities shall be depreciated according to industry-standard water system asset lives and a record of life-to-date depreciation shall be maintained for each facility. No depreciation shall be recorded in the first calendar year of operation of a facility. A full year's depreciation shall be recorded in every subsequent year.
  - c. Net Book Value. The net book value of any facility shall be its original cost plus betterments and less retirements as recorded in its facility asset account, less life-to-date depreciation.

2. Infrastructure Costs. Each cost pool shall include the infrastructure costs for its respective facilities, calculated on a utility, cash or other basis depending upon the facility and the cost pool as set forth below.

a. Utility Basis. The utility basis shall be used to calculate the infrastructure costs for all Existing Supply Resources and Seattle Transmission Facilities, as well as their replacements and betterments. The utility basis may also be used for New Supply Resources and new transmission facilities in Seattle's discretion. Under the utility basis, the infrastructure cost for a facility in any year shall be the sum of (i) the annual depreciation expense recorded for that facility and (ii) the product of the net book value of that facility and the Rate of Return on Investment.

At Seattle's discretion, interest costs may be considered current infrastructure costs during the construction of a facility. However, any such interest costs must be considered contributions in aid of construction, and not included in the Net Book Value of the facility for purposes of calculating Utility Basis costs in future years.

b. Cash Basis. The cash basis may be used in Seattle's discretion for New Supply Resources and transmission facilities or a portion thereof. Under the cash basis, the infrastructure cost for a facility in any year shall be the actual cash expenditure made by Seattle in that year for either the payment of construction costs or actual principal and interest costs on debt issued to finance its construction. In the event that the depreciation lifetime of the facility is less than the term of the debt issued to finance all or a portion of the facility, debt

maturities will be selected such that the construction cost of the facility will be fully amortized at the end of its depreciation lifetime.

c. Other Basis. Seattle, with the approval of the Operating Board, may determine one or more other bases on which to calculate infrastructure costs and may apply these bases to facilities in the New Supply, Renton New Supply, and New Transmission Cost Pools. Disposition of any facilities under another basis will be determined at the same time in accordance with Section IV.E.4.

3. Operations Costs. The costs of operating the assets assigned to a cost pool shall be included in the cost pool. The annual operations costs of a cost pool shall be the labor, materials, equipment and other direct costs required for the operation, maintenance, and repair of the facilities in that cost pool, together with any net profit or expense from the disposition of facilities in that pool. Operations costs shall include the cost of general and administrative overhead applied in a manner consistent with its application to capital construction projects.

a. Existing Supply Operations Costs. The parties agree that an efficient way of handling operations costs for the Existing Supply Cost Pool shall be as follows: The operations cost base in the Existing Supply Cost Pool for the year 2010 shall be determined in accordance with the line item labeled "2010 Costs in identified activities" under Existing Supply in Note 2 – Operations Costs, Notes to the Wholesale Statements for the City of Seattle, Seattle Public Utilities, Water Fund, during the annual cost-audit process for 2010 in accordance with Section IV.E.10, which occurs by the end of 2011 and applies to all Wholesale Customers and Seattle. Seattle will notify Water Utility of the actual 2010 operations cost base in

the Existing Supply Cost Pool in writing, which shall become incorporated as part of this contract at that time. In each succeeding year, the amount of the operations cost base from the previous year shall be adjusted by the percentage increase in the operations cost in the Existing Supply cost centers identified in Exhibit IX, as amended from time to time.

- b. Existing Transmission Operations Costs. The parties agree that an efficient way of handling operations costs for the Existing Transmission Cost Pool shall be as follows: the operations costs base in the Existing Transmission Cost Pool for the year 2010 shall be determined in accordance with the line item labeled "2010 Costs in identified activities" under Existing Transmission in Note 2 – Operations Costs, Notes to the Wholesale Statements for the City of Seattle, Seattle Public Utilities, Water Fund, during the annual cost-audit process for 2010 in accordance with Section IV.E.10, which occurs by the end of 2011 and applies to all Wholesale Customers and Seattle. Seattle will notify Water Utility of the actual 2010 operations cost base in the Existing Transmission Cost Pool in writing, which shall become incorporated as part of this contract at that time. In each succeeding year, the amount of the operations cost base from the previous year shall be adjusted by the percentage increase in the operations cost in the Existing Transmission cost centers identified in Exhibit IX, as amended from time to time.
- c. New Supply Operations Costs. The operation costs of the Regional Water Conservation Program after January 1, 2002, together with the costs of operating facilities assigned to the New Supply Cost Pool and any other costs allocated by the Operating Board, shall be assigned to the New Supply Cost Pool. The

operations cost base in the New Supply Cost Pool for 2010 shall be determined in accordance with the line item labeled "2010 Costs in identified activities" under New Supply in Note 2 – Operations Costs, Notes to the Wholesale Statements for the City of Seattle, Seattle Public Utilities, Water Fund, during the annual cost-audit process for 2010 in accordance with Section IV.E.10, which occurs by the end of 2011 and applies to all Wholesale Customers and Seattle. Seattle will notify Water Utility of the actual 2010 operations cost base in the New Supply Cost Pool in writing, which shall become incorporated as part of this contract at that time. In each succeeding year, the amount of the operations cost base shall be adjusted by the percentage increase in the operations costs in the New Supply cost centers as identified in Exhibit IX, as amended from time to time.

- d. Renton New Supply Operations Costs. The operation costs of the Regional Water Conservation Program after January 1, 2012, together with the costs of operating facilities assigned to the Renton New Supply Cost Pool and any other costs allocated by the Operating Board, shall be assigned to the Renton New Supply Cost Pool. The operations cost base in the Renton New Supply Cost Pool for 2012 shall be determined in accordance with the line item labeled "2012 Costs in identified activities" under New Supply in Note 2 – Operations Costs, Notes to the Wholesale Statements for the City of Seattle, Seattle Public Utilities, Water Fund, during the annual cost-audit process for 2012 in accordance with Section IV.E.10, which occurs by the end of 2013 and applies to all Wholesale Customers and Seattle. Seattle will notify Water Utility of the actual 2012 operations cost base in the Renton New Supply Cost Pool in writing, which shall become

incorporated as part of this contract at that time. In each succeeding year, the amount of the operations cost base shall be adjusted by the percentage increase in the operations costs in the New Supply cost centers as identified in Exhibit IX, as amended from time to time.

- e. New Transmission Operations Costs. The actual costs of operating facilities assigned to the New Transmission Cost Pool and any other costs allocated by the Operating Board, shall be assigned to the New Transmission Cost Pool.
  - f. Renton Sub-regional Operations Costs. The actual costs of operating facilities assigned to the Renton Sub-regional Cost Pool, together with any additional operations costs approved by Water Utility and Seattle.
4. Disposition Costs. The costs of disposing of assets within a cost pool shall be included in the cost pool. Net disposition costs shall be calculated as follows:
- a. Disposition Under the Utility Basis. The net book value of the facility, less any sales, salvage, or other revenues derived from the disposition of that facility.
  - b. Disposition Under the Cash Basis. The value of principal of unpaid maturities of debt used to finance the construction cost of the facility, less any sales, salvage or other revenues derived from the disposition of that facility.
  - c. Disposition Under Other Basis. Disposition of any facilities whose infrastructure costs are calculated on another basis under section IV.E.2.c. above shall be determined by the parties as part of the definition of such other basis.
5. Creation of Additional Cost Pools. Seattle, in its discretion, may create additional cost pools to provide equity and flexibility in payment arrangements and the allocation of costs as the Seattle Regional Water Supply System expands to include new infrastructure,



operations, and customers. The costs in an additional cost pool, or a portion thereof, may be added to an existing cost pool subject to the consent of the Operating Board if the costs to be allocated satisfy the criteria for allocation to the existing cost pool.

a. Creation of Renton New Supply Cost Pool. The parties agree that, due to the unique circumstances that Seattle will provide Regional Conservation Program services throughout Water Utility's entire retail service area, but that Water Utility's purchases of water from the Seattle Regional Water Supply System are expected to be a minor portion of overall demand for Water Utility, the parties agree to an alternative cost recovery mechanism for the term of the contract in lieu of the new supply rates or FC's applicable to other Wholesale Customers. Accordingly, pursuant to this Section IV.E.5, Seattle is creating the Renton New Supply Cost Pool.

6. Facilities Charge Revenues. Supply FC revenues, which consist of those revenues from FCs the Operating Board has determined are to recover a certain portion of New Supply Resources costs, shall offset infrastructure costs in the New Supply Cost Pool. Surpluses and deficits in actual Supply FC revenues over costs to be recovered through the Supply FC shall be carried forward and earn simple interest at Seattle's Average Cost of Debt. Any current-year deficit (including any surplus balance available from previous years) shall be paid by rates for the New Supply Cost Pool. New Supply Cost Pool rates shall be discounted by surplus Supply FC revenues until any deficit Supply FC balance is repaid, except the amount of this discount shall not exceed, without the agreement of the Operating Board, twice the maximum annual deficit paid by the rate for the New Supply Cost Pool in any one year.

In the event that Supply FC surplus balances exceed the Net Book Value of assets whose costs are allocated to the Supply FC, the difference between the Supply FC balance and the Net Book Value of these assets shall be used to discount the rate for the New Supply Cost Pool (and the Supply FC surplus balance shall be reduced by the amount of this discount). The use and accounting for transmission FCs shall be done in a like manner to supply FCs. Seattle and Water Utility agree that FC revenues are the sole property of Seattle.

7. Allocation of Cost Pools by Customer Class. The costs in cost pools shall be allocated within the pools as follows:
  - a. Allocation of Existing Supply Cost Pool. The total cost of the Existing Supply Cost Pool shall be allocated to two customer classes as follows:
    - i. Block Purchase Customer Class. The portion of costs in the Existing Supply Cost Pool allocated to holders of Block Purchase Contracts shall be determined pursuant to those contracts.
    - ii. Full and Partial Requirements Customer Class. The holders of Full and Partial Requirements Contracts and the Seattle Retail Distribution System shall be allocated the remaining costs in the Existing Supply Cost Pool.
  - b. Allocation of New Supply Cost Pool. The costs allocated to the New Supply Cost Pool shall be:
    - i. Block Purchase Customer Class. The holders of Block Purchase Contracts shall be allocated no costs from the New Supply Cost Pool.
    - ii. Full and Partial Requirements Customer Class. The holders of Full and Partial Requirements Contracts, except for Renton, and the Seattle Retail

Distribution System shall be allocated all costs in the New Supply Cost Pool.

- c. Allocation of Existing Transmission Cost Pool. The costs of the Existing Transmission Cost Pool shall be allocated as follows:
  - i. Block Purchase Customer Class. The proportion of costs in the Existing Transmission Cost Pool allocated to holders of Block Purchase Contracts shall be determined pursuant to those contracts.
  - ii. Full and Partial Requirements Customer Class. The holders of Full and Partial Requirements Contracts and the Seattle Retail Distribution System shall be allocated the remaining costs in the Existing Transmission Cost Pool.
  
- d. Allocation of New Transmission Cost Pool.
  - i. Block Purchase Customer Class. The holders of Block Purchase Contracts shall be allocated no costs from the New Transmission Cost Pool.
  - ii. Full and Partial Requirements Customer Class. The holders of Full and Partial Requirements Contracts and the Seattle Retail Distribution System shall be allocated all costs in the New Transmission Cost Pool.
  
- e. Allocation of the Renton New Supply Cost Pool.
  - i. Block Purchase Customer Class. The holders of Block Purchase Contracts shall be allocated no costs from the Renton New Supply Cost Pool.
  - ii. Full and Partial Requirements Customer Class. The holders of Full and Partial Requirements Contracts, except for Renton, and the Seattle Retail

Distribution System shall be allocated no costs from the Renton New Supply Cost Pool.

iii. Water Utility. Water Utility shall be allocated 5.7% of the costs from the Renton New Supply Cost Pool. Seattle may update the 5.7% share of costs allocated to Water Utility, either as a result of Water Utility acquiring additional service area pursuant to Section II.B.2.c, or as of January 1, 2017 and every 5 years thereafter during the term of the contract, which will be a calculation of the percentage of Water Utility's retail flows for all customers in its retail service area as compared to all retail flows of the Wholesale Customers and the Seattle Retail Distribution System.

f. Allocation of Renton Sub-region Cost Pool. All costs in the Renton Sub-regional Cost Pool shall be allocated according to Exhibit XII.

g. Allocation of Additional Cost Pools. At the time an additional cost pool is created by Seattle pursuant to Section IV.E.5, the additional cost pool will be allocated by customer class.

8. Facilities Charges. If Seattle establishes FCs as authorized herein, then such charges shall be calculated as follows:

a. ERU Definition. Seattle shall develop a definition of an Equivalent Residential Unit ("ERU") based on, meter size as set forth in Exhibit VI, number of residential units, water use, or other basis which shall be consistent with accepted industry standards. The Operating Board shall have the right to review and

comment on the definition and Seattle shall consider the Operating Board's comments.

- b. Record-Keeping. Upon reasonable notice, Water Utility shall make its billing and connection records available to Seattle for inspection and copying during normal business hours and Seattle's billing and connection records shall be made available to any Wholesale Customer on the same basis.
- c. Annual Calculation of ERUs. Until such time as Seattle develops another basis, the calculation of ERUs in any year shall be the annual growth in the number of meters installed by Water Utility during the year taking into account the size of each meter.
- d. Imposition of Facilities Charges. Seattle shall collect and Water Utility shall pay FCs based on the following:
  - i. Independent Sources. Water Utility operates the sources of water supply independent of the Seattle Regional Water Supply System listed in Exhibits I and XIII.
  - ii. Record Maintenance. Water Utility shall maintain records of the monthly production of each independent source of supply in a manner consistent with industry standards, and shall allow Seattle, upon reasonable notice, to examine and copy these records at their customary location during normal business hours.
  - iii. Permanent Interruption of an Independent Source. In the event that the annual water supply capacity of an Independent Source, or of all Independent Sources in aggregate, is found to be permanently interrupted, Water Utility shall pay Seattle an amount equal to the then-current ERU Fee multiplied by

the number of ERUs that could be served, on an annual basis, by a supply of the same size as the permanently interrupted independent supply. This amount shall be paid in annual installments over a period not to exceed five years.

iv. Seattle Report on ERUs. Seattle shall prepare and distribute a report no later than March 31<sup>st</sup> of each year showing the ERU count of the Seattle Retail Distribution System and each Wholesale Customer, except Renton, on such basis for the previous year and each year since the effective date of this contract.

e. Rate Setting. The structure of FCs or water rates charged to the holders of Full and Partial Requirements Contracts shall be determined by Seattle, at its sole discretion, except that the price may not, without the consent of Water Utility, be set to collect more than the costs forecast under Section IV hereof and Rate of Return on Investment. FCs shall be calculated as set forth on page 1 of Exhibit VI.

9. Cost Audit. At the end of each fiscal year, Seattle shall provide a statement of actual costs allocated to each cost pool and other costs and revenues received, which statement may be audited by an external auditor selected by the Operating Board. In addition, Water Utility may have the statement audited by an external auditor of its choice, solely at Water Utility's expense.

10. Transition.

a. Prior Operating Board Decisions. Water Utility acknowledges and agrees it will be bound by decisions the Operating Board has made under the authority in this

contract that have been made prior to the Effective Date of this contract so that such decisions apply to all holders of Full and Partial Requirements Contracts.

- b. Early Contract Signing Fee. Within two months of the Effective Date of this contract, Water Utility agrees to pay to Seattle an Early Contract Signing Fee of \$6373.00. If a Water Utility requires a longer period, it may pay the fee in monthly increments until December 2011 at 1% interest.
- c. Transfer to Full and Partial Rates.
  - i. Within two months of the Effective Date of this contract, Seattle will: 1) make appropriate changes to its billing system to charge Water Utility for water supplied under this contract at the then current rates for Full or Partial Requirements Contracts under Seattle Municipal Code (“SMC”) Section 21.04.440.E.2 (“Billing System Change Date”); and 2) credit back to Water Utility the difference between the amount Water Utility paid for water supplied at the then current rates under its Water Purveyor Contract between the City of Seattle and the City of Renton for the Sale of Wholesale Water by Seattle to Renton, dated November 1, 1998, and what the Water Utility would have paid for water supplied at the then current rates for Full or Partial Requirements Contracts under SMC 21.04.440.E.2 from January 1, 2011 until the Billing System Change Date.

- d. Existing Regional Deficit. The parties acknowledge and agree that as of December 31, 2010, there may be an existing regional deficit or surplus in the running balance under Section IV.I.1 that was created by Wholesale Customers signing contracts prior to 2011 and the Seattle Regional Distribution System. Although Water Utility did not contribute to the existing deficit or surplus, it will have to pay higher or lower rates in the 2012-2014 rate period to help eliminate the deficit or surplus, respectively. In the event of a deficit, Seattle agrees to credit back to Water Utility, 70% of the amount that Water Utility will contribute to eliminating the existing deficit through higher rates. In the event of a surplus, Water Utility agrees to pay Seattle 70% of the amount that Water Utility will benefit from eliminating the existing surplus through lower rates. The actual amount of the existing deficit or surplus will be determined during the annual cost audit process for 2010, which is targeted for third quarter 2011. The amount to be credited or charged will be based on Water Utility's percentage of 2010 annual flow times the total existing regional deficit or surplus times 70%. Upon the completion of the 2010 annual cost audit process, Seattle will provide Water Utility with an accounting of the total credit or charge in writing. Beginning January 2012, Seattle will provide one or more monthly credits or charges on Water Utility's water bill until the entire credit or charge balance is paid off. Seattle or Water utility, as appropriate, will pay the entire balance by December 31, 2012. Any outstanding credit or charge balance will accrue interest at Seattle's average cost of debt from December 31, 2010 until the entire balance is paid off.



- e. One-time Regional Conservation Program Fees.
  - i. Water Utility agrees to pay Seattle a one-time Regional Conservation Program start-up fee of \$15,000 no later than December 31, 2011.
  - ii. Water Utility agrees to pay Seattle a one-time Regional Conservation Program buy-in fee of \$34,000 no later than January 31, 2012.

#### **IV.F. Elective Services**

1. Water Supply Services. Seattle may provide certain elective services (e.g. conservation, engineering) to Water Utility upon request by Water Utility. Such services shall be negotiated and contracted for separately between Water Utility and Seattle.
2. Transmission Wheeling. In consultation with the Operating Board, excess transmission capacity may be made available by Seattle for a fee for purposes of wheeling water between points within the Seattle Regional Water Supply System to Water Utility or to others.
3. Water Quality. So long as Seattle owns and operates a water quality lab, Water Utility may request the services of that lab based on its published rates.

#### **IV.G. Rate Adjustment**

1. Rate Adjustment. Upon 120-days notice to Water Utility of its intent to do so, Seattle may adjust water service rates and FCs, if applicable, to Water Utility subject to the terms of this contract. Rate adjustments will be effected only within five years of the completion of a cost of service study to be conducted by Seattle, which shall include an analysis of the allocation of operation, maintenance and capital costs between cost pools. Such study shall be prepared in accordance with accepted industry standards. In addition, Seattle shall review the Operating Board's comments and recommendations on the rate

proposal and provide a written explanation of any recommendations that are not accepted.

2. Statement of Annual Costs for Block Payment. On or before December 1<sup>st</sup> of each year, beginning December 1, 2011, Seattle will notify Water Utility of the costs allocated to Water Utility through the Renton New Supply Cost Pool for the next year. The annual cost will be the sum of the prospective cost estimate allocated to Water Utility through the Renton New Supply cost Pool plus or minus the amount of deficit or excess, respectively, indentified in the most recent cost audit for the Renton New Supply Cost Pool in accordance with Section IV.I.4.
  
3. Rate Consultant. An independent rate consultant shall be selected by Seattle in consultation with the Operating Board. Detailed information and progress reports from the consultant will be made to Water Utility during the course of the study upon drafting of each major study section directly affecting Water Utility and other Wholesale Customers. A final consultant report shall be made available to Water Utility not less than 30 days before Seattle formally transmits any resulting rate adjustment proposal to the Operating Board.

#### **IV.H. Retail Rate-Setting**

Each party to this contract shall have sole authority for establishing retail rates, connection charges and other fees and charges within its respective jurisdiction.

#### **IV.I. Truing Actual Costs and Actual Revenues**

A mechanism for reconciling revenue targets for the various cost pools and the actual revenues received during each year shall be implemented by Seattle as follows:

1. For each previously identified class of customers in each cost pool, except for the Renton New Supply Cost Pool, Seattle shall maintain a running balance of the excess or deficit of actual rate revenues collected less actual expenses incurred. Each balance under this section shall earn simple interest at the rate of Seattle's Average Cost of Debt. At the end of each year, each balance under this section shall be adjusted to reflect the operating results of that year. The statement of these balances shall be reviewed and approved by an external auditor.
2. FC balances shall be carried forward as set forth in Section IV.E.6.
3. Each wholesale rate study shall adjust rates to eliminate the cost pool balances. ERU fees shall be based on the costs of increments in supply and transmission capacity, and shall not be adjusted to reflect surpluses or deficits in FC revenues.
4. No later than August 1 of each year, Seattle shall provide Water Utility a statement of actual costs allocated to Water Utility through the Renton New Supply Cost Pool and other costs and revenues for that cost pool received during the prior year, which statement shall be audited by an external auditor. Water Utility may also have the statement audited by an external auditor of its choice, solely at its expense. This statement shall clearly identify the amount by which payments made by Water Utility during the prior year were in excess of, or insufficient to meet the actual costs allocable to Water Utility through the Renton New Supply Cost Pool for the prior year. This surplus or deficit shall earn interest at Seattle's Average Cost of Debt, and shall be included in the Statement of Annual Costs under Section IV.G.2. No later than December 31 of the year following termination of the contract, any remaining surplus or deficit balance shall be paid in cash by the party owing the balance to the other party.

## SECTION V. OPERATING BOARD

1. Purpose. The purpose of the Operating Board is to provide certain limited authority to a board of representatives over policy and operational matters as they affect the Seattle Regional Water Supply System.
2. Structure and Authority. The Operating Board shall have the powers and authority as set forth herein. Exhibit IV describes the structure and authority of the Operating Board. In the event of a conflict between provisions of this contract which grant specific powers to the Operating Board and Exhibit IV, such grants of specific powers shall control.
3. Review. The structure and authority of the Operating Board may be reviewed as of January 1, 2012 and every five years thereafter to determine its effectiveness in addressing regional and contractual issues. The review may address the composition of the Board and its powers and authority as set forth herein and in Exhibit IV, provided that notwithstanding any other term or provision of this contract, Seattle shall not have the power to disband the Operating Board nor take away or diminish the powers vested in the Operating Board as set forth in Sections II, III and IV of this contract. Either party may initiate the review. The reviewing party shall provide the other with its comments and proposals. The parties agree to consider the other party's comments and proposals and to respond in writing stating its reasons for rejecting any proposals and the reasons for its own counter-proposal. After consideration of all comments and proposals at each five year interval, Seattle may make changes in the structure and authority of the Operating Board that are not inconsistent with the provisions of this subsection.

## SECTION VI. PLANNING

### VI.A. Reporting of Planning Data

1. By no later than April 1 of each year, Water Utility shall report to Seattle and the Operating Board as follows:
  - a. Its annual and peak day total system demand for each year, during the term of this contract, as of December 31<sup>st</sup> of the previous year.
  - b. Its forecast of Full or Partial Water Requirements, as appropriate, for the year including estimates of annual water consumption and maximum 24-peak demand for the ensuing calendar year, and for the fifth, tenth, and fifteenth year in the future. Such forecasts shall reflect the best judgment of Water Utility.
2. Water Utility shall report other data relating to water supply and demand as may be reasonably requested by Seattle for water planning purposes.
3. Records relevant to water supply and consumption within the possession of Seattle or Water Utility shall be provided to the other upon reasonable request.

### VI.B. Submittal of Water Utility Water System Plans

Water Utility shall provide a copy of its water system plan, including any amendments, to Seattle for review.

### VI.C. Seattle as Water Planning Agency

Seattle shall be the lead agency and primary planning authority for the purposes of fulfilling its obligations to provide for the Full or Partial Water Requirements of Water Utility, as appropriate. Seattle, in consultation with the Operating Board, shall examine and investigate water supplies suitable and adequate to meet the present and reasonable future needs of Seattle and the Wholesale Customers. Seattle shall prepare and adopt a plan for acquiring such water supplies in

a timely fashion. The plan shall provide for the lands, waters, water rights and easements necessary therefor, and facilities for retaining, storing and delivering such waters, including dams, reservoirs, aqueducts and pipelines to convey same throughout the Seattle Regional Water Supply System. In preparing or adopting the plan, Seattle shall consider as possible alternatives or additional water supply sources, the acquisition of water from sources controlled or developed by individual water utilities, legally constituted groups of water utilities or utilities which are not presently supplied by the Seattle Regional Water Supply System. Seattle has final responsibility for the plan and for fulfilling the obligations of this contract. However, the Operating Board may participate in developing the plan by proposing goals and objectives for the Seattle Regional Water Supply System, by making any additional suggestions and by acting in a review capacity.

#### **VI.D. Comprehensive Capital Facilities Plan**

Before ordering any major improvements to fulfill the requirements of this contract, Seattle shall adopt and maintain a comprehensive capital facilities plan for the Seattle Regional Water Supply System, which provides for such improvements. Any capital facilities plan adopted by Seattle for the Seattle Regional Water Supply System shall comply with and implement the Rate-making and Cost Allocation Principles in Section IV.A of this contract. This plan shall identify any reasonable costs for capital improvements to alleviate a disproportionate adverse impact to the distribution system(s) of Water Utility, another Wholesale Customer represented on the Operating Board or Seattle, to the extent it is caused by a capital improvement in the capital facilities plan for the Seattle Regional Water Supply System. When such plan is updated or amended, it shall be reviewed by the Operating Board prior to submission to the Seattle City Council. The Operating Board shall respond within 60 days of receipt of the plan, or its approval shall be presumed to be given. The response submitted by the Operating Board regarding

facilities substantially affecting Water Utility and other Wholesale Customers shall be seriously considered by Seattle. Seattle shall reply to the Operating Board within 90 days with its comments. The Operating Board and Seattle shall use their best efforts to arrive at a mutually acceptable plan.

#### **VI.E. Emergency Planning**

An emergency plan shall be prepared and maintained by Seattle as part of its Water System Plan to provide for water supply in the event of drought or disaster. Such plan shall be prepared pursuant to the procedure outlined in Section VI.D. Water Utility shall use reasonable efforts to comply with the provisions of such plan, or alternatively, Water Utility may adopt its own emergency plan if it believes it is prudent to do so.

### **SECTION VII. PAYMENT**

#### **VII.A. Collection of Money Due City**

Seattle shall bill Water Utility on a monthly basis for all charges due under this contract. For the annual cost allocated to Water Utility each year through the Renton New Supply Cost Pool, Seattle will bill Water Utility 1/12 of the annual cost each month. Water Utility shall pay such charges within 60 days of the billing date.

#### **VII.B. Penalties for Late Payment**

All late payments, and any refund of an amount in dispute that was paid under protest, shall accrue interest at 1% per month.

#### **VII.C. Billing Disputes**

Water Utility may dispute the accuracy of any portion of charges billed by Seattle by notifying Seattle in writing within the 60-day payment period of the specific nature of the dispute and paying the undisputed portion of the charges. This provision is not intended to limit Water

Utility's right to dispute billing errors or charges that are not reasonably discoverable by Water Utility within the 60-day payment period.

Seattle shall consider and decide any billing dispute in a reasonable and timely manner. Any billing disputes that remain after such consideration shall be reconciled pursuant to the dispute resolution procedures of this contract.

#### **SECTION VIII. CONTRACT AMENDMENTS**

Seattle shall notify Water Utility and all other holders of Full or Partial Requirements Contracts of any amendments to such contracts within 30 days of the execution of such amendment. Water Utility shall then have 90 days to decide whether to include such amendment in this contract by giving written notice to Seattle of its election to do so. Upon the issuance of such notice, Seattle shall issue the amendment to Water Utility and the amendment shall be final and binding upon both parties upon mutual execution.

#### **SECTION IX. DISPUTE RESOLUTION**

Dispute resolution shall proceed as follows:

##### **IX.A. Operating Board Review**

Any dispute regarding this contract that remains unresolved after good faith negotiations between Water Utility and Seattle shall be referred to the Operating Board for consideration and recommendation. Each party shall submit a written statement regarding the dispute to the Operating Board.

1. If the dispute cannot be resolved in discussions with the Operating Board, then the Operating Board shall provide written recommendations to each party within 60 days of the above submittal setting forth its interpretation of the applicable facts and law.



2. If either party rejects the written recommendation of the Operating Board, that party shall, within 10 days, notify the other party in writing of its reasons.

**IX.B. Seattle City Council Review**

The written statements of the parties, the recommendations of the Operating Board, if applicable, and the written reasons for either party's rejection of those recommendations shall then be submitted to the Seattle City Council for review.

1. Within 60 days of the submittal of the written materials, the Seattle City Council shall provide written recommendations to resolve the dispute.
2. If either party rejects the written recommendation of the Seattle City Council, that party shall, within 10 days, notify the other party in writing of its reasons.

**IX.C. Non-binding Mediation**

Within 10 days of receiving the written rejection of the Seattle City Council's recommendations by one or both parties, each party shall designate in writing not more than 5 candidates it proposes to act as a non-binding mediator.

1. If the parties cannot agree on one of the mediators from the combined list within 5 days, the Operating Board shall, within an additional 5 days, select one of the mediators from either list to serve as mediator.
2. Upon selection of the mediator, the parties shall use reasonable efforts to resolve the dispute within 30 days with the assistance of the mediator.

**IX.D. Resort to Litigation**

If mediation fails to resolve the dispute within 30 days of selection of the mediator, the parties may thereafter seek redress in court subject to Section X.H below.

**IX.E. EFFICIENCY OF REVIEW**

In order to facilitate a more efficient review of disputes under this Section, the Parties agree to skip the step in Section IX.A above in order to avoid a redundant act. The Parties may also mutually agree to skip the step in Section IX.C, if it is in the best interests of the Parties in resolving the dispute.

**SECTION X. MISCELLANEOUS**

**X.A. Notification**

Whenever written notice is required by this contract, that notice shall be given to the following representatives by actual delivery or by the United States mail (registered or certified with return receipt requested,) addressed to the respective party at the following addresses or a different address hereafter designated in writing by the party):

<u>SEATTLE:</u>	<u>WATER UTILITY [CITY OF ]:</u>
Director	Administrator- Public Works Department
Seattle Public Utilities	City of Renton
Seattle Municipal Tower	Renton City Hall
700 Fifth Ave. , Suite 4900	1055 South Grady Way
PO Box 34018	Renton, WA 98057
Seattle, WA 98124-4018	

The date of giving such notice shall be deemed to be the postmarked date of mailing.

### **X.B. Severability**

The purpose of this contract is to provide for long-term water supply planning and certainty for both Seattle and Water Utility through adoption of orderly plans calling for the expenditure of significant sums of money for regional water supply and transmission facilities. It is the intent of the parties that if any provision of this contract or its application is held by a court of competent jurisdiction to be illegal, invalid, or void, the validity of the remaining provisions of this contract or its application to other entities, or circumstances shall not be affected. The remaining provisions shall continue in full force and effect, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular invalid provision; provided, however, if the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable and non-feasible, is found to seriously affect the consideration and is inseparably connected to the remainder of the contract, the entire contract shall be null and void.

### **X.C. Consent**

Whenever it is provided in this contract that the prior written consent or approval of either party is required as a condition precedent to any actions, in each such instance said consent or approval shall not be unreasonably withheld, and in each such instance where prior consent is sought, failure of the party to respond in writing within 90 days of the request shall be deemed as that party's consent or approval unless expressly stated herein. This provision does not apply to requests for amendments of this contract.

#### **X.D. Emergency Situations**

Nothing in this contract shall be deemed to preclude either party from taking necessary action to maintain or restore water supply in emergency situations and such action shall not be deemed a violation of this contract.

#### **X.E. No Joint Venture - Individual Liability**

This is not an agreement of joint venture or partnership, and no provision of this contract shall be construed so as to make Water Utility individually or collectively a partner or joint venturer with any other Wholesale Customer or with Seattle. Neither party is an agent of the other. Neither Seattle nor Water Utility shall be liable for the acts of the other in any representative capacity whatsoever.

#### **X.F. Complete Agreement**

This contract represents the entire agreement between the parties hereto concerning the subject matter hereof. This contract may not be amended except as provided herein.

#### **X.G. Relinquishment of Prior Contract**

Upon the Effective Date of this contract, Water Utility relinquishes its then existing 1982 Water Purveyor Contract with Seattle and the terms and conditions of that 1982 Water Purveyor Contract shall have no further force and effect.

#### **X.H. Venue, Jurisdiction and Specific Performance**

In the event of litigation between the parties, venue and jurisdiction shall lie with the King County Superior Court of the State of Washington. The parties shall be entitled to specific performance of the terms hereof.

### **X.I. Default**

In the event of default of any provision of the contract, the non-defaulting party shall issue written notice to the other party setting forth the nature of the default. If the default is for a monetary payment due hereunder, the defaulting party shall have thirty (30) days to cure the default. In the event of other defaults, the defaulting party shall use its best efforts to cure the default within ninety (90) days. If such default cannot be reasonably cured within such ninety (90) day period, the defaulting party shall, upon written request prior to the expiration of the ninety (90) day period be granted an additional sixty (60) days to cure the default.

### **X.J. Force Majeur**

The time periods for the parties' performance under any provisions of this contract shall be extended for a reasonable period of time during which a party's performance is prevented, in good faith, due to fire, flood, earthquake, lockouts, strikes, embargoes, acts of God, war and civil disobedience. If this provision is invoked, the parties agree to immediately take all reasonable steps to alleviate, cure, minimize or avoid the cause preventing such performance, at their sole expense.

### **X.K. Successors**

This contract shall inure to the benefit of and be binding upon the parties and their successors and assigns.

### **X.L. Exhibits**

Exhibits I through XIII are attached hereto and are hereby incorporated by reference as if set forth in full herein.

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SIGNATURE PAGE

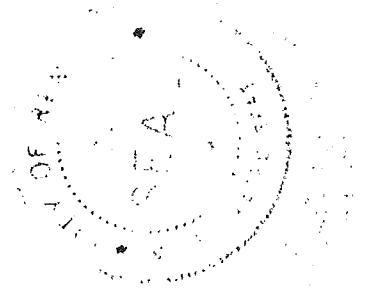
IN WITNESS WHEREOF, the parties hereby execute this contract.

CITY OF RENTON:

BY: Denis Law

TITLE: Denis Law, Mayor

Attest: Bonnie I. Walton DATE 4/28/11  
Bonnie I. Walton  
City Clerk



AUTHORIZING LEGISLATION: ORDINANCE/RESOLUTION 4089

THE CITY OF SEATTLE:

BY: Ray Hoff  
Director, Seattle Public Utilities

DATE: 5/5/11

AUTHORIZING LEGISLATION: ORDINANCE No.





## LIST OF EXHIBITS

- I. Contract Sections II.B and III.B List
- II. Service Connections, Minimum Hydraulic Gradients, and Maximum Flow Rates of Water Supplied
- III. Demand Charge Methodology
- IV. Operating Board Structure
- V. Reserved
- VI. Calculation of ERUs as a Part of Facilities Charges
- VII. Seattle Supply Facilities
- VIII. Seattle Transmission Facilities
- IX. Cost Centers used for Operations Cost Indexes
- X. Water Utility Service Area
- XI. List of Renton Sub-region Transmission Facilities
- XII. Allocating Costs and Setting Rates for the Renton Sub-region
- XIII. Water Utility Independent Sources of Supply

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**EXHIBIT I**

List of documents, commitments, adjustments, reductions, agreements, and/or written approvals by Seattle regarding the supply, purchase or resale of water according to Sections II.B. and III.B of this Contract:

1. Intertie Agreements:

Entity/location	Meter Size	Capacity	Type of Service	Comment
Coal Creek Utility District (2009) 2610 Lynwood Ave NE - PRV 53	8"	1,250 gpm	Emergency One-way	To Coal Creek Utility District
City of Tukwila (1995) 17300 W. Valley Hwy- PRV 23	8"	1,250 gpm	Emergency 2-way	To/From Tukwila
City of Kent (1995) 4208 Lind Ave SW	10"	1,950 gpm	Emergency 2-way	To/From Kent
Skyway Water District/12603 82 <sup>nd</sup> Ave S (2006)	12"	2,800 gpm	Emergency 2-way	To/From Skyway
City of Seattle (2002) 2000 Kirkland Ave SE	8"	1,050 gpm	Emergency	To Seattle
City of Seattle (2002) Union Ave SE & SE 2 <sup>nd</sup> Pl.	10"	1,950 gpm	Emergency	To Seattle

2. Independent Well Sources:

Permit Certificate or Claim No.	Name of Rightholder or Claimant	Priority Date	Source Name /No.	Primary or Supplemental	Existing Water Rights	
					Maximum Instantaneous Flow Rate (Qi) gpm	Maximum Annual Volume (Qa) ac-ft/yr
G1-20605C	City of Renton	May 3,1973	Infiltration Gallery (Springbrook Springs)	Primary	1,050	1,680
GWC 886-D	City of Renton	Jan 1, 1944	RW-1	Primary	1,040	1,676
GWC 5838-A	City of Renton	Apr 14, 1966	RW-1	Primary	960	
GWC 5838-A	City of Renton	Apr 14, 1966	RW-1	Supplemental		1,536
GWC 887-D	City of Renton	Jan 1, 1944	RW-2	Primary	1,040	838
GWC 5835-A	City of Renton	Apr 14, 1966	RW-3	Primary	1,600	2,560
GWC 5836-A	City of Renton	Apr 14, 1966	RW-1, 2, 3	Primary	1,960	
GWC 5836-A	City of Renton	Apr 14, 1966	RW-1, 2, 3	Supplemental		3,136

GWC 6775-A	City of Renton	Apr 1, 1968	PW-8	Primary	3,000	3,622.5
GWC 6775-A	City of Renton	Apr 1, 1968	PW-8	Supplemental		1,216.5
GWC 6776-A	City of Renton	Jan 21, 1969	PW-8	Primary	500	800
G1-24191C	City of Renton	Oct 18, 1982	PW-9	Primary	1,300	1,040
GWC 3591-A	City of Renton	Feb 18, 1953	PW-5A	Primary	1,300	2,000
GWC 5834-A	City of Renton	Apr 14, 1966	PW-5A	Primary	200	320
SWC 463	City of Renton	May 17, 1930	Springbrook Creek	Primary	1,032.3	
GWC 884-D	City of Renton	Nov 1, 1942	Well 4	Primary	170	
G1-24783-P	City of Renton	Jan 2, 1986	PW-10	Supplemental	1,600	1,792
G1-24781-P	City of Renton	Jan 2, 1986	PW-11	Supplemental	1,600	1,792
G1-25396-P	City of Renton	Feb 23, 1989	PW-11	Supplemental	900	1,008
G1-24782-P	City of Renton	Jan 2, 1986	PW-12	Supplemental	1,600	1,792
G1-25397-P	City of Renton	Feb 23, 1989	PW-17	Supplemental	1,500	1,680
				TOTAL	15,152.3	14,809.5

### 3. Water Supply Contracts To Other Water Utilities:

CAG-93-097 - Agreement with Bryn Mawr/Lakeridge Water and Sewer District, now known as Skyway Water & Sewer District for Water Supply and Joint Storage and Transmission facilities. This agreement dated January 1, 1993, is for the financing and cost-sharing between the City and the District for the design, construction, operation, maintenance and joint-use of the City's West Hill 1.3 MG reservoir and transmission mains. The agreement also provides for the wholesale of water from the City to the District. The City supplied the District an average of 0.15 MGD over the past six years through a single 10-inch metered connection. The agreement was effective on January 1993 and shall remain effective until it is terminated by agreement of the parties.

CAG-02-123 – Agreement for the sale of water in an emergency by the City of Renton to the City of Seattle, dated November 30, 2002.

CAG-95-034 – Agreement for the sale of water in an emergency by the City of Renton and the City of Tukwila, dated March 21, 1995.

CAG-95-071 – Agreement for the sale of water in an emergency by the City of Renton and the City of Kent, dated May 15, 1995.

2011 Agreement for the sale of water in an emergency by the City of Renton and Skyway Water & Sewer District. The agreement is anticipated to be executed by both parties before December 2011. The emergency intertie was constructed in 2006 and is currently operational.

2011 Agreement for the sale of water in an emergency by the City of Renton and Coal Creek Utility District. The agreement is anticipated to be executed by both parties before December 2011. The emergency intertie was constructed in 2009 and is currently operational.



**SERVICE CONNECTIONS, MINIMUM HYDRAULIC GRADIENTS,  
AND MAXIMUM FLOW RATES OF WATER SUPPLIED**

SERVICE CONNECTION <sup>(1)</sup>							MINIMUM HYDRAULIC GRADIENT FOR PLANNING PURPOSES AT STATION UPSTREAM OF METER (FEET NAVD-88 Datum)	MAXIMUM FLOW RATE UP TO WHICH THE MINIMUM HYDRAULIC GRADIENT APPLIES (gpm) <sup>(3)</sup>
LOCATION	STATION NUMBER <sup>(2)</sup>	PIPELINE SEGMENT NUMBER <sup>(2)</sup>	SIZE OF METER (IN.)	METER TYPE/ OPER. RANGE	MINIMUM HYDRAULIC GRADIENT FOR PLANNING PURPOSES AT STATION UPSTREAM OF METER (FEET NAVD-88 Datum)	MAXIMUM FLOW RATE UP TO WHICH THE MINIMUM HYDRAULIC GRADIENT APPLIES (gpm) <sup>(3)</sup>		
CRPLs ROW & 84 <sup>th</sup> Ave S	38	10	6	FM-CT	465	Backup		
CRPLs R/W & Kirkland Ave SE (123 Ave SE)	39	10	10	FM-CT	475	Backup		
CRPLs ROW & Jones Ave S	36	10	6	FM-CT	470	Backup		
CRPLs ROW east of Renton Ave S	37	10	3	Compound	470	Backup		
Logan Ave near S 2 <sup>nd</sup> ST <sup>(4)</sup>	179	10	10	FM-CT	460	135		
Logan Ave near S 2 <sup>nd</sup> ST <sup>(4)</sup>	180	10	10	FM-CT	460			
CRPL4 ROW & Shattuck Ave S	33	13	6	FM-CT	465	Backup		
CRPL4 ROW & Benson Road S	34	13	8	FM-CT	470	Backup		
CRPL4 ROW near Boeing's Longacres site	196	13	8	FM-CT	460	65		
<b>TOTAL:</b>						<b>200</b>		

**Notes:**

- (1) Water is provided to Service Connections at a Wholesale Level of Service.
- (2) Station and Pipeline Segment Numbers pertain to cost allocations and the demand metering program.
- (3) City of Seattle's estimate of Water Utility's average daily demand for 2030 with a peaking factor of 2.0 for peak day use.
- (4) These Service Connections include the SPU meter vault and all appurtenances north up to the flanges before the 90° bends, as defined in Section 1.





## **DEMAND CHARGE METHODOLOGY**

The policy of Seattle Public Utilities is to supply water to its Wholesale Customers at, as near as is practical, the twenty-four hour average flow rate, during the peak demand season (June through August). To comply, the Wholesale Customers have to construct adequate storage volume within their individual systems, or sometimes collectively, so as to avoid excessive peak flow withdrawals from the Seattle Transmission Facilities. The Demand Metering Program is established to set performance standards, and to monitor the Wholesale Customer's compliance with this policy. If an individual Water Utility exceeds the prescribed threshold, a "demand charge" is calculated.

Except where other agreements supersede the provisions of this contract, each Water Utility shall be subject to a demand charge based on effective deficient storage, as determined by the peak instantaneous flow rate, and the equivalent financing costs to provide storage. The demand charge rate (i.e., dollars per 1000 gallons of deficient storage) shall be based on the equivalent cost of providing the deficient storage. This rate will be determined as part of each rate study.

The Demand Metering Program is charged with implementation of the "demand charge" methodology. It shall be the responsibility of Seattle, in consultation with the Operating Board, to determine the appropriate means to achieve the program's purpose. The options that may be considered range from temporary suspension on a year by year basis to full activation, as described below.

There shall be no requirement for Seattle to install demand-metering equipment at each Service Connection in order to assess a demand charge. Seattle may choose to apply "demand metering" selectively to certain parts of the Seattle Transmission Facilities that are designated as "critical" from the standpoint of hydraulic capacity or other operational considerations. Seattle may choose to apply "demand metering" intermittently in various parts of the Seattle Transmission Facilities for the purpose of monitoring for compliance by individual Wholesale Customers or groups of Wholesale Customers on a given line segment.

**OPERATING BOARD STRUCTURE**

1. **Structure.** The Operating Board (or “Board”) shall be structured as follows:
  - a. The Board shall consist of seven (7) members, composed of three members representing Seattle Public Utilities (SPU), three members representing Seattle’s Wholesale Customers selected as described below and one independent party selected as set forth below to be a tie-breaker as needed. Board members shall, to the best of their ability, act in the best interests of the Seattle Regional Water Supply System as a whole and shall not represent the interest of a group of utilities or an individual utility.
  - b. The term of each Board position shall commence on January 1 and shall be for four (4) years. Terms of each Board position shall be staggered such that no more than two positions are renewed in any single year. Board members may serve not more than three successive terms.
  - c. Three Board members representing the Wholesale Customers will be selected from the holders of Full and Partial Requirements Contracts . Wholesale Customers will be sorted into three categories based on utility size. The selected categories will be small, medium and large utilities, which will be made up from approximately equal numbers of holders of Full and Partial Requirements Contracts. Each category of utility may elect, by majority vote (one vote per utility) its representative to the Operating Board. The Board will be recomposed on January 1, 2012 and every 5 years thereafter.
  - d. The seventh member of the Board shall be a person having expertise in the operations of regional water supply systems. Such person shall be selected by majority vote of the other Board members. In the event of a deadlock in selecting the independent representative, the independent Board member shall be selected by Judicial Arbitration and Mediation Services Inc., of Seattle, Washington or its successor. The seventh member shall not vote on issues coming before the Board unless there is a deadlock in the voting among the other six Board members. The seventh member may nevertheless express his or her opinions in Operating Board discussions. Such member shall have no employment, financial or contractual relationship with Seattle nor any Wholesale Customer or any other actual or apparent conflict of interest in holding this position.
2. **Voting.** Except as otherwise provided above, each member of the Board shall have one vote on all matters coming before the Board. Each Board member may appoint an alternate to vote in his or her absence. A quorum of four (4) Board members present shall be required for any vote. Members of the Board may not grant proxies for any vote.
3. **Chairperson.** The Board shall have a Chairperson who will be selected and have duties as defined below:
  - a. The Chairperson shall be selected at the first regularly scheduled meeting of each new year.

- b. All Chairpersons shall be selected by the Board using a nomination and voting process.
- c. Nomination for the position of Chairperson shall be taken from Board members. The Chairperson shall be selected based upon the simple majority vote of Board members. Should the Board fail to elect a Chairperson at the first regularly scheduled meeting of the new year, a designated representative from SPU shall be the Acting Chairperson until such time as the Board elects a Chairperson.
- d. The Chairperson shall have the responsibility to call meetings, determine the agenda and preside over meetings. In the absence of the Chairperson, for whatever reason, a designated representative from SPU shall be the Acting Chairperson for that meeting. The Chairperson shall also act as the spokesperson for the Board and liaison between the Administrator and the Seattle City Council's Committee on Seattle Public Utilities & Neighborhoods or successor committees.

4. Schedule/Procedures. The Board shall adopt a regular meeting schedule and notify all Wholesale Customers of the schedule. The Operating Board may adopt its own internal procedures. The latest edition of Roberts Rules of Order shall, in the absence of agreement by the Operating Board on procedural matters, govern all meetings and votes of the Operating Board.

5. Reporting. The Board will provide reports to the Wholesale Customers and to the Seattle City Council Committee on Seattle Public Utilities & Neighborhoods, or successor City Council committee, on its decisions and recommendations in a timely manner.

6. Responsibilities and Authority of the Board. Where no clear responsibility or authority on an issue is established in this contract the responsibility and authority shall rest with the Seattle City Council.

7. Expenses. The Board shall be authorized to incur reasonable expenses which will be allocated by the Board to either or both of the New Transmission or Supply Cost Pools.



**EXHIBIT V - RESERVED**



## Calculation of ERUs as a Part of Facilities Charges

The ERU Fee is:

- the flat debt service payment required to finance the facility providing the ERU over the lesser of (i) the facility life or (ii) the period over which new demand will fully utilize the facility's supply
- divided by -
- the number of new ERUs of demand expected in each year.

Seattle's Average Cost of Debt shall be used as the interest rate in this calculation. In the event that several New Supply Resources are added simultaneously, the facilities may be considered together as providing a total new supply capacity for a total construction cost.

Example: A new facility costing \$100 million is built with a capacity of 100,000 ERUs. Growth of 5,000 ERUs per year is expected over the next 20 years, so the facility is projected to be supplying its full capacity in 20 years. Were this facility financed over 20 years at 6% interest, the flat annual debt service payment would be \$8.7 million. Each ERU would cost 0.02% of this annual amount, or about \$1,740.

At the time a New Supply Resources is added, the ERU price for this supply shall be calculated. This ERU price shall then be averaged with the then-current ERU Fee. This average shall be weighted by the number of unpurchased ERUs available at the then-current ERU fee and the number of new ERUs being added at the new ERU price. This weighted average shall be the new ERU Fee, and the number of ERUs available at the fee shall be the sum of the unsold ERUs at the previous fee and the ERU capacity of the new facility.

Example: 10 years ago, a \$100 million facility was constructed that can supply 100,000 ERUs. Growth and demand projections have proven accurate, and now 50,000 ERUs have been purchased, each for \$1,740. The facility also has an additional 50,000 ERUs still available at the same price. This year, we construct a facility worth \$70 million, with a capacity of 40,000 ERUs. Based on demand projections, this facility (on its own) would be fully utilized in 10 years, and its ERU price is therefore \$2,375. The average price of any of the 90,000 available ERUs is therefore \$2,022.

**ERUs by Connection Size**

<b><u>Connection Size</u></b>	<b><u>Number of ERUs</u></b>
$\frac{3}{4}$ " and smaller	1
1"	2
1 1/2"	5
2"	8
3"	22
4"	31
6"	66
8"	112
10"	169
12"	238

**ERU Proving Methodology**

The size of the water service connection used to serve an establishment depends upon both the total demand of that establishment and the instantaneous flow required by that establishment. For this reason, connection size is only a general indicator of the annual demand placed on water supplies by the establishment.



## **Seattle Supply Facilities**

### **1. Cedar Source**

- All roads, buildings, structures, water supply facilities, recreational and educational facilities, and fisheries enhancement and mitigation facilities located within or close to the Cedar River Hydrographic Watershed boundary as defined by Seattle land ownership, including the land itself, and any capitalized studies related to the above. Excepted are facilities solely owned by Seattle City Light for the purpose of power generation. Facilities shared by Seattle City Light and Seattle Public Utilities shall be part of the Seattle Regional Water Supply System only to the extent of SPU share or responsibility.
- All facilities located within the Lake Youngs Reservation as defined by Seattle ownership of the land except for conveyance facilities used to transport finished water during non-emergency operation
- All facilities located within the Lake Youngs Aqueduct, the Landsburg Tunnel, and the Lake Youngs Supply Lines right-of-way, including the right-of-way itself
- Existing Morse Lake Floating Pump Stations

### **2. Tolt Source**

- All roads, buildings, structures, water supply facilities, recreational and educational facilities, and fisheries enhancement and mitigation facilities located within or close to the South Fork Tolt River Hydrographic Watershed boundary as defined by Seattle land ownership, including the land itself, and any capitalized studies related to the above. Excepted are facilities solely owned by Seattle City Light for the purpose of power generation. Facilities shared by Seattle City Light and Seattle Public Utilities shall be part of the Seattle Regional Water Supply System only to the extent of SPU share or responsibility.
- Tolt Treatment Facility

### **3. Seattle Wellfields**

- Riverton Wells, including all pumping and treatment equipment, original yard piping, to the connection to CRPL4, and the low flow piping to Riverton Reservoir
- Boulevard Well, including all pumping and treatment equipment, and all piping up to the connection to CRPL4

### **4. Other**

- One Percent Conservation Program through December 31, 2001
- GIS Projects related to facilities identified herein as part of the Seattle Regional Water Supply System

## **Seattle Transmission Facilities**

### **1. Pipelines**

- Tolt Pipeline No. 1 from the Tolt Regulating Basin to Lake Forest Reservoir, including any transfer and ancillary small diameter parallel pipes
- Tolt Pipeline No. 2 (where constructed), including any transfer and ancillary small diameter parallel pipes
- Tolt Tieline
- Tolt Eastside Supply Line (from TESS Junction to the intersection of SE 16<sup>th</sup> ST and 145<sup>th</sup> Place SE)
- Tolt Eastside Line Extension (from the intersection of SE 16<sup>th</sup> ST and 145<sup>th</sup> Place SE to Eastside Reservoir)
- The 540 head Pipeline from Maple Leaf Reservoir to Lake Forest Reservoir
- Lake Youngs Bypass No. 4 from the outlet of each of the Cedar Treatment Facility clearwells to Control Works
- Lake Youngs Bypass No. 5 from the outlet of each of the Cedar Treatment Facility clearwells to the Lake Youngs Tunnel
- The Lake Youngs Tunnel (from the original lake outlet to Control Works)
- The Maple Leaf Pipeline (from the intersection of 18<sup>th</sup> Avenue E. and E. Prospect Street to Maple Leaf Reservoir)
- Cedar River Pipeline No. 1 from Control Works to Volunteer Reservoir
- Cedar River Pipeline No. 2 from Control Works to Lincoln Reservoir
- Cedar River Pipeline No. 3 from Control Works to the intersection of 18<sup>th</sup> Avenue E. and E. Prospect Street
- 30" intertie between Cedar River Pipelines 2 and 3 in east Olive Street
- Cedar River Pipeline No. 4 from Control Works to the West Seattle Pipeline
- Cedar Eastside Supply Line (from the Cedar Wye to the intersection of SE 16<sup>th</sup> St and 145<sup>th</sup> Place SE)
- West Seattle Pipeline from Augusta Gatehouse to Cedar River Pipeline 4
- The 8<sup>th</sup> Avenue S. Pipeline between S. 146<sup>th</sup> Street and S. 160<sup>th</sup> Street
- The Bow Lake Pipeline (between 8<sup>th</sup> Avenue S. and CRPL 4, and as relocated outside runways at Seatac Airport)
- The Burien Feeder (in S. 146<sup>th</sup> Street between 8<sup>th</sup> Avenue S. and CRPL 4)
- The Fairwood Line (between Fairwood Pump Station and Soos Reservoirs)
- The 24-inch discharge pipeline of Lake Youngs Pump Station up to Soos Reservoirs
- The 12-inch discharge pipeline of Lake Youngs Pump Station up to Soos Reservoirs
- The 630 head pipeline between Lake Youngs Pump Station and the Cedar River WSD pump station at the eastern boundary of the Lake Youngs Reservation

2. Reservoirs, Tanks, and Standpipes, including overflow pipes, all valves, appurtenances, and disinfection facility located on the premises of each storage facility, unless otherwise noted

- Lake Forest Reservoir
- Eastside Reservoir
- Riverton Reservoir
- Maple Leaf Reservoir (excluding Roosevelt Way Pump Station and its suction and discharge piping, Maple Leaf Tank and 520 zone piping, except where solely serving the disinfection facility)
- Soos Reservoirs

3. Pump Stations, Major Valve Structures, and other Facilities

- Eastgate Pump Station
- TESS Junction Pump Station
- Lake Hills Pump Station
- Maplewood Pump Station
- Maple Leaf Pump Station
- Bothell Way Pump Station
- Fairwood Pump Station
- Lake Youngs Pump Station
- The Control Works
- Augusta Gatehouse

4. Service Connections to Wholesale Customers installed before January 1, 2002 are part of the Seattle Transmission Facilities. Service Connections to Wholesale Customers installed after December 31, 2001 shall not be part of the Seattle Transmission Facilities.

The Seattle Transmission Facilities include all necessary and convenient appurtenances, including, but not limited to, rights of way, line valves, system meters, and remote automation devices.

**EXHIBIT IX (as amended)**

**Cost Centers Used for Operations Cost Indices**

The following costs centers or successor cost centers, as reflected in the amended Exhibit IX, and as amended further from time to time, that capture the direct costs of operation of Existing Supply Facilities, Seattle Transmission Facilities and the Regional Water Conservation Program shall be used as the indices for operations cost in the Existing Supply Cost Pool, Existing Transmission Cost Pool and for the Regional Water Conservation Program in the New Supply Cost Pool.

**Supply**

<b>Program</b>	<b>Project</b>	<b>Project Name</b>	<b>Activity</b>
Communications	N1203	Communications Activity Group	N120304 Purveyor Relations
Audit & Accounting	N3303	Customer Audit	N330303 Purveyor Audit
Watershed Management	N5401	Program Management	N540194 Department Support
Watershed Management	N5401	Program Management	N540195 General Expense
Watershed Management	N5401	Program Management	N540196 General Management
Watershed Management	N5401	Program Management	N540197 Training
Watershed Management	N5401	Program Management	N540198 Safety
Watershed Management	N5401	Program Management	N540199 Personnel
Watershed Management	N5401	Program Management	N540289 Capital Purchase
Watershed Management	N5403	Support Services	N540301 Modified Duty
Watershed Management	N5403	Support Services	N540302 Procuring/Paying/Receiving
Watershed Management	N5403	Support Services	N540303 Vehicle Equipment Downtime
Watershed Management	N5404	Watershed Protection	N540401 Hydrological Data Collection
Watershed Management	N5404	Watershed Protection	N540402 Fire Protection
Watershed Management	N5404	Watershed Protection	N540403 Inspection
Watershed Management	N5404	Watershed Protection	N540404 Boundaries
Watershed Management	N5405	Facility Management	N540501 WS Grounds
Watershed Management	N5405	Facility Management	N540502 WS Buildings
Watershed Management	N5405	Facility Management	N540503 WS Facilities & Roads
Watershed Management	N5406	Watershed Road Maintenance	N540601 Grade/Gravel/Ditching
Watershed Management	N5406	Watershed Road Maintenance	N540602 Bridges/Streams Culvert
Watershed Management	N5406	Watershed Road Maintenance	N540603 Roads/Row/Vegetation Cutting
Watershed Management	N5406	Watershed Road Maintenance	N540604 Tolt Roads & Streams
Watershed Management	N5407	Watershed Operations Support	N540701 Veh/Equipment Management
Watershed Management	N5407	Watershed Operations Support	N540702 Veh/Equip/Tool Repair
Watershed Management	N5408	Water Quality & Hydrology	N540801 Water Quality Monitoring
Watershed Management	N5408	Water Quality & Hydrology	N540802 Hydrological Monitoring
Watershed Management	N5409	Public/Cultural Programs	N540901 Recreation Planning
Watershed Management	N5409	Public/Cultural Programs	N540902 Management & Research
Watershed Management	N5409	Public/Cultural Programs	N540903 Watershed Education
Watershed Management	N5409	Public/Cultural Programs	N540904 Watershed Public Information
Watershed Management	N5410	Wildlife & Fisheries Programs	N541001 Program Planning & Evaluation
Watershed Management	N5410	Wildlife & Fisheries Programs	N541002 Interagency/Public Involvement
Watershed Management	N5410	Wildlife & Fisheries Programs	N541003 Ecological Monitoring & Research
Watershed Management	N5410	Wildlife & Fisheries Programs	N541004 Habitat & Species Inventory
Watershed Management	N5410	Wildlife & Fisheries Programs	N541005 Habitat Enhancement/Restoration
Watershed Management	N5411	Resource Information Mgmt	N541101 Program Plan/Evaluation
Watershed Management	N5411	Resource Information Mgmt	N541102 Information Maintenance

Watershed Management	N5411	Resource Information Mgmt	N541103 Information Services
<b>Program</b>	<b>Project</b>	<b>Project Name</b>	<b>Activity</b>
Watershed Management	N5412	Special Projects	N541202 Silviculture
Watershed Management	N5412	Special Projects	N541205 Land Exchanges/Acquisitions
Watershed Management	N5415	Cedar HCP	N541501 ASSESS OF EXPAND FOREST STAND
Watershed Management	N5415	Cedar HCP	N541502 ASSESS EXPAND FOREST ATTRIBUTE
Watershed Management	N5415	Cedar HCP	N541503 AUGMENT FOREST HABITAT INV
Watershed Management	N5415	Cedar HCP	N541504 LONG-TERM FOREST HABITAT
Watershed Management	N5415	Cedar HCP	N541505 OLD-GROWTH CLASSIFICATION
Watershed Management	N5415	Cedar HCP	N541506 RIPARIAN RESTOR PROJECT MONIT
Watershed Management	N5415	Cedar HCP	N541507 UPOLAND FOREST RESTOR PROJ MONT
Watershed Management	N5415	Cedar HCP	N541515 GIS DATA COMPATIBILITY STUDY
Watershed Management	N5415	Cedar HCP	N541516 FOREST HABITAT MODELING
Watershed Management	N5415	Cedar HCP	N541517 SPECIE HABITAT RELATION MODEL
Watershed Management	N5416	Cedar HCP	N541601 CRHCP GIS SUPPORT
Watershed Management	N5416	Cedar HCP	N541603 CRHCP TECHNICAL SUPPORT
Watershed Management	N5417	Cedar HCP	N541701 ROAD MAINTENANCE
Watershed Management	N5418	Cedar HCP	N541801 EXPERIMENTAL STREAM MONITORING
Watershed Management	N5418	Cedar HCP	N541802 LONG-TERM STREAM MONITORING
Watershed Management	N5418	Cedar HCP	N541803 AQUATIC RESTORATION MONITORING
Watershed Management	N5418	Cedar HCP	N541804 BULL TROUT SURVEYS (ADULT)
Watershed Management	N5418	Cedar HCP	N541805 BULL TROUT SPAWNING SURVEY
Watershed Management	N5418	Cedar HCP	N541806 BULL TROUT FRY/JUVENILE SURVEY
Watershed Management	N5418	Cedar HCP	Riparian Zone Studies
Watershed Management	N5418	Cedar HCP	N541809 BULL TROUT STREAM DISTRIBUTION
Watershed Management	N5418	Cedar HCP	N541810 BULL TROUT REDD INUNDATION STU
Watershed Management	N5418	Cedar HCP	N541811 COMMON LOON MONITORING
Water Quality & Supply	N5503	Water System Operations	N550301 Water Management
Water Quality & Supply	N5503	Water System Operations	N550302 Water System Control
Water Quality & Supply	N5503	Water System Operations	N550303 Anadromous Fishery Mgmt
Water Quality & Supply	N5503	Water System Operations	N550304 SCADA Management
Water Quality & Supply	N5503	Water System Operations	N550305 Highline Well Field
Water Quality & Supply	N5503	Water System Operations	N550306 Morse Lake PS
Water Quality & Supply	N5503	Water System Operations	N550307-SAFETY PROCESS MGMT COMPLIANCE
Water Quality & Supply	N5503	Water System Operations	N550308-EPA RISK MGMT COMPLIANCE
Water Quality & Supply	N5504	Water System Analysis	N550401 Eng Analysis/Modeling
Water Quality & Supply	N5504	Water System Analysis	N550402 Water Rights Mgmt
Water Quality & Supply	N5504	Water System Analysis	N550403 DEMAND METERING
Water Quality & Supply	N5505	Surface Water Trtmnt Rule	N550501 Monitoring, Reporting & Admin
Water Quality & Supply	N5505	Surface Water Trtmnt Rule	N550502 Chlorination Facilities O&M
Water Quality & Supply	N5505	Surface Water Trtmnt Rule	N550503 Watershed Management
Water Quality & Supply	N5506	Total Coliform Rule Compl.	N550601 Monitoring, Reporting & Admin
Water Quality & Supply	N5508	Lead & Copper Rule Compl.	N550801 Monitoring, Reporting & Admin
Water Quality & Supply	N5508	Lead & Copper Rule Compl.	N550802 Corrosion Trtmnt Facil O&M
Water Quality & Supply	N5509	Fluoridation Program	N550901 Fluoridation Program O&M
Water Quality & Supply	N5510	Other Reg Comp/Monitoring	N551001 Otr Reg/Operational Analysis
Water Quality & Supply	N5510	Other Reg Comp/Monitoring	N551002 Disinfection By-Product Rule
Water Quality & Supply	N5510	Other Reg Comp/Monitoring	N551003 Limnology
Water Quality & Supply	N5510	Other Reg Comp/Monitoring	N551005 WQ Lab
Water Quality & Supply	N5510	Other Reg Comp/Monitoring	N551006 DW Reg Dev & App Research
Water Quality & Supply	N5510	Other Reg Comp/Monitoring	N551007 Public Information/Notification
Water Quality & Supply	N5511	Special Projects	N551104 LIMS & QA/QC
<b>Program</b>	<b>Project</b>	<b>Project Name</b>	<b>Activity</b>

Water Quality & Supply	N5512	Cedar HCP	N551201 INTERIM CHINOOK COHO
Water Quality & Supply	N5513	Cedar HCP	N551301 HCP STREAMFLOW GAUGING
Water Quality & Supply	N5513	Cedar HCP	N551302 SWITCHING CRITERIA STUDY
Water Quality & Supply	N5513	Cedar HCP	N551303 STEELHEAD REDD MONITORING
Water Quality & Supply	N5513	Cedar HCP	N551304 CHINOOK STUDIES
Water Quality & Supply	N5513	Cedar HCP	Salmonid Studies
Water Quality & Supply	N5514	WQ Monitoring	N551403 DRINKING WATER QUALITY MONITOR
Water Quality & Supply	N5515	HCP Fisheries	N551501 FRY CONDITION AT RELEASE
Water Quality & Supply	N5515	HCP Fisheries	N551502 FRY MARKING & EVALUATION
Water Quality & Supply	N5515	HCP Fisheries	N551503 FRY TRAPPING & COUNTING
Water Quality & Supply	N5515	HCP Fisheries	N551504 FISH HEALTH
Water Quality & Supply	N5515	HCP Fisheries	N551505 SHORT-TERM FRY REARING
Water Quality & Supply	N5515	HCP Fisheries	N551506 LAKE WASHINGTON PLANKTON STUDY
Water Quality & Supply	N5515	HCP Fisheries	N551508 ADULT SURVIVAL DISTRIBUTION
Water Quality & Supply	N5515	HCP Fisheries	N551509 PHENOTYPIC & GENETIC STUDY
Water Quality & Supply	N5516	Tolt DBO	N551601-CONTRACTOR PAYMENTS
Water Quality & Supply	N5516	Tolt DBO	N551603-MANAGEMENT COSTS
Resource Planning	N5609	Water Resource & Habitat Issues	N560903-ESA

Transmission			
Program	Project	Project Name	Activity
Water Operation	N6540	WT - Headwork/Storage	N654001 Program Maintenance
Water Operation	N6540	WT - Headwork/Storage	N654002 Event Driven Repairs
Water Operation	N6541	WT - Transmission Pipeline Maint	N654101 Program Maintenance
Water Operation	N6541	WT - Transmission Pipeline Maint	N654102 Event Driven Repairs
Water Operation	N6542	WT - Value Op/Maint - Water Tran	N654201 Program Maintenance
Water Operation	N6542	WT - Value Op/Maint - Water Tran	N654202 Event Driven Repairs
Water Operation	N6543	WT - Grounds/Roads/ROW	N654301 Grade/gravel roads - P
Water Operation	N6543	WT - Grounds/Roads/ROW	N654302 Grade/gravel roads - E
Water Operation	N6543	WT - Grounds/Roads/ROW	N654303 Bridges/culverts - P
Water Operation	N6543	WT - Grounds/Roads/ROW	N654304 Bridges/culverts - E
Water Operation	N6543	WT - Grounds/Roads/ROW	N654305 Fences/gates - P
Water Operation	N6543	WT - Grounds/Roads/ROW	N654306 Fences/gates - E
Water Operation	N6543	WT - Grounds/Roads/ROW	N654307 Mow ROW - P
Water Operation	N6543	WT - Grounds/Roads/ROW	N654308 Mow ROW - E
Water Operation	N6543	WT - Grounds/Roads/ROW	N654309 Mow Other
Water Operation	N6544	WT - Facility Maintenance	N654401 Program Maintenance
Water Operation	N6544	WT - Facility Maintenance	N654402 Event Driven Repairs
Water Operation	N6545	WT - Castings	N654501 Casting Adjustments
Water Operation	N6546	WT - Customer Services	N654601 Communications/Dispatch
Water Operation	N6546	WT - Customer Services	N654602 Locating/Marking
Water Operation	N6547	WT - Damage by Others	N654701 P/L/ROW/Facility
Water Operation	N6548	WT - Transmission Shops	N654801 Shops/Fabrication
Water Operation	N6549	WT - General Expenses	N654905 Tools/small equipment
Water Operation	N6549	WT - General Expenses	N654906 Standby
Water Operation	N6549	WT - General Expenses	N654907 Truck Inventory
Water Operation	N6549	WT - General Expenses	N654908 Downtime - Job Related
Water Operation	N6549	WT - General Expenses	N654909-DISASTER-EMERG RESPONSE

**Regional Water Conservation Program**

Program	Project	Project Name	Activity
Community Services	N5303	Resource Conservation	N530301 1% Conservation

## Cost Centers Used for Operations Cost Indices

### amended 12/31/2009

#### Existing Supply

Program	Project	Project Name	Activity	Description
SPU General Expense	N0108	Emergency Response	NN90036	4/23/09 Tolt Trmt Plant Emrgcy
SPU General Expense	N0503	Water Fund Contracts	N050302	Tolt DBO Contract Payments
SPU General Expense	N0503	Water Fund Contracts	N050303	Cedar DBO Contract Payments
Branch Administration	N3106	Water Wholesale Contracts	N310601	Wholesale Water Contracts Mgmt
Customer Billing Services	N3303	Customer Audit	N330303	Purveyor
Cedar & Tolt Watershed Srves	N5401	Program Management	N540198	Safety
Drainage & Wastewater	N6210	Landsburg Mgmt & HCP Support	N621001	Oprtn of Passage Facility-HCP
Drainage & Wastewater	N6210	Landsburg Mgmt & HCP Support	N621002	Interim Hatchery Ops-HCP
Water Operation	N6510	Misc Water Operations	N651004	Alternative Duty
Water Operation	N6540	Headwork/Storage	N654003	(Cedar) Chlorination Facility O&M
Water Operation	N6540	Headwork/Storage	N654004	Fluoridation Program O&M
Water Operation	N6540	Headwork/Storage	N654005	RMP/PSM Compliance
Water Operation	N6573	In-Town Reservoir Treatment	N657304	Highline Well F(Location Code)
Asset Data Systems	N6903	SCADA Development & Support	N690301	SCADA SYSTEM PLANNING
Asset Data Systems	N6903	SCADA Development & Support	N690302	SCADA INFRASTRUCTURE O&M
Asset Data Systems	N6903	SCADA Development & Support	N690303	DAM SAFETY SCADA
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731101	Fry Condition @ Release - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731102	Fry Marking & Evaluation - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731103	Fry Tapping & Counting - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731104	Fish Health - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731105	Adult Survival Distribution - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731106	Pheno & Gen Study - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731107	Zooplknktn Stds (Sprng) - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731108	HCP Support
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731109	Operation of Passage Facility - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731110	Landsburg Fish Ladder - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731111	DW Quality Monitoring - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731112	Interim Hatchery Ops - HCP
Surface Water LOB	N7311	Landsburg Mtgtn & HCP Support	N731113	Adaptive Mgmt - Sockeye Hatch
Drinking Water LOB	N7503	Water LOB Planning & Perf	N750303	Network Hydraulic Model Dev
Drinking Water LOB	N7504	Water Resource Business	N750403	Hydrology Model Dev & Maintenance
Drinking Water LOB	N7504	Water Resource Business	N750404	Water Resource Operation Mgmt
Drinking Water LOB	N7504	Water Resource Business	N750406	Morse Lake Pump Plant
Drinking Water LOB	N7504	Water Resource Business	N750407	Anadromous Fishery Mgmt
Drinking Water LOB	N7504	Water Resource Business	NN90053	Tolt Spillway Leak Repair
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750501	Existing Stream Gage At Cedar F
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750502	Exist. Stream Gage Below Landsburg
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750503	New Stream Gag Above Powerhouse
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750504	New Gage At Renton
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750505	Temporary Gages In Lower River
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750506	Accretion Flow Study
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750507	Switching Criteria Study
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750509	Instream Flow Commission
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750511	Dead Strg Bull Trout DltA Mdln
Drinking Water LOB	N7505	HCP Instream Flow Monitor & Res	N750512	Steelhead Redd Monitoring
Drinking Water LOB	N7507	Water Quality & Treatment Business Area	N750705	Tolt Management Costs
Drinking Water LOB	N7507	Water Quality & Treatment Business Area	N750707	Cedar DBO Management Costs
Drinking Water LOB	N7509	Operations Plan & System Control	N750802	Water System Monitor & Control
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751101	Fry Condition @ Release - HCP

PARTIAL REQUIREMENTS CONTRACT

CITY OF RENTON



Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751102	Fry Marking & Evaluation - HCP
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751103	Fry Trapping & Counting - HCP
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751104	Fish Health – HCP
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751105	Adult Survival Distribution - HCP
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751106	Pheno & Gen Study – HCP
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751107	Zooplnktn Stds (Sprng) - HCP
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751108	HCP Support
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751109	Operation of Passage Facility - HCP
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751110	Landsburg Fish Ladder - HCP
Drinking Water LOB	N7511	Landsburg Mitigation. & HCP Support	N751112	Interim Hatchery Ops - HCP
Tech systems	N7705	SCADA Development & Support	N770501	SCADA System Planning
Tech systems	N7705	SCADA Development & Support	N770502	SCADA Infrastructure O&M
Watershed Management	N7801	Program Management	N780196	General Management
Watershed Management	N7803	Support Services	N780301	Procuring/Paying/Receiving
Watershed Management	N7804	Watershed Protection	N780401	Hydrological Data Collection
Watershed Management	N7804	Watershed Protection	N780402	Fire Protection
Watershed Management	N7804	Watershed Protection	N780403	Inspection
Watershed Management	N7804	Watershed Protection	N780404	Boundaries
Watershed Management	N7804	Watershed Protection	N780405	Facilities Security
Watershed Management	N7805	Facility Management	N780501	WS Grounds
Watershed Management	N7805	Facility Management	N780502	WS Buildings
Watershed Management	N7805	Facility Management	N780503	WS Edu Facilities Mgmt
Watershed Management	N7806	Watershed Road Maintenance	N780601	Grade/Gravel/Drain
Watershed Management	N7806	Watershed Road Maintenance	N780602	Bridges/Streams Culvert
Watershed Management	N7806	Watershed Road Maintenance	N780603	Roads/ROW/Vegetation Cutting
Watershed Management	N7806	Watershed Road Maintenance	N780604	Tolt Roads & Streams
Watershed Management	N7807	Watershed Operations Support	N780701	Vehicle/Equipment Management
Watershed Management	N7807	Watershed Operations Support	N780702	Vehicle/Equip/Tool Repair
Watershed Management	N7808	Water Quality & Hydrology	N780801	Hydrological Monitoring
Watershed Management	N7809	Public/Cultural Programs	N780901	Recreation Planning
Watershed Management	N7809	Public/Cultural Programs	N780902	CR Management & Research
Watershed Management	N7809	Public/Cultural Programs	N780903	Watershed Education
Watershed Management	N7809	Public/Cultural Programs	N780904	Watershed Public Information
Watershed Management	N7809	Public/Cultural Programs	N780905	Educational Center Operations
Watershed Management	N7809	Public/Cultural Programs	N780906	Cedar River Watershed Institute
Watershed Management	N7809	Public/Cultural Programs	N780907	Tolt WS MP Impl Cultural Rest
Watershed Management	N7810	Wildlife & Fisheries Programs	N781001	Program Planning & Evaluation
Watershed Management	N7810	Wildlife & Fisheries Programs	N781002	Interagency/Public Involvement
Watershed Management	N7810	Wildlife & Fisheries Programs	N781003	Ecological Monitoring & Research
Watershed Management	N7810	Wildlife & Fisheries Programs	N781004	Habitat & Species Inventory
Watershed Management	N7810	Wildlife & Fisheries Programs	N781005	Habitat Enhancement/Restoration
Watershed Management	N7811	Resource Information Mgmt	N781101	Information Services
Watershed Management	N7812	Special Projects	N781201	Silviculture
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781301	Assess Of Expand Forest Stand
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781302	Assess Expand Forest Attribute
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781303	Long-Term Forest Habitat Inventory
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781304	Old-Growth Classification
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781305	Riparian Restoration Project Monitoring
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781306	Upland Forest Restoration Project Mont
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781308	Experimental Murrelet Habitat
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781309	Spotted Owl Baseline Survey
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781311	OPTION SPECIES/HABITAT SURVEYS
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781312	GIS Data Compatibility Study
Watershed Management	N7813	CRHCP WS Terestr Mnitr/Resrch	N781313	Species Habitat Relation Modeling
Watershed Management	N7814	CRHCP Program Support	N781401	CRHCP Technical Support
Watershed Management	N7814	CRHCP Program Support	N781402	BPA Mitigation Program - Watershed
Watershed Management	N7815	CRHCP Watershed Road Management	N781501	Road Maintenance
Watershed Management	N7816	CRHCP WS Aquatic Monitr/Resrch	N781601	Long-Term Stream Monitoring

Watershed Management	N7816	CRHCP WS Aquatic Monitr/Resrch	N781602	Aquatic Restoration Monitoring
Watershed Management	N7816	CRHCP WS Aquatic Monitr/Resrch	N781604	Bull Trout Spawning Survey
Watershed Management	N7816	CRHCP WS Aquatic Monitr/Resrch	N781605	Bull Trout Fry/Juvenile Survey
Watershed Management	N7816	CRHCP WS Aquatic Monitr/Resrch	N781606	Bull Trout Stream Distribution
Watershed Management	N7816	CRHCP WS Aquatic Monitr/Resrch	N781607	Common Loon Monitoring
Watershed Management	N7817	Watershed Svc MIT Implement	N781701	Watershed Tribal Relations Coordination
Watershed Management	N7818	Tolt WS MP Impl Habitat Rest	N781801	Tolt WS MP Impl Habitat Rest
Laboratory Services	N7903	WQ Regulatory Compliance	N790301	SWTR Monitoring, Reporting & Adm
Laboratory Services	N7903	WQ Regulatory Compliance	N790302	TCR Monitoring, Reporting & Adm
Laboratory Services	N7903	WQ Regulatory Compliance	N790303	LCR Monitoring, Reporting & Adm
Laboratory Services	N7903	WQ Regulatory Compliance	N790304	DBP Monitoring, Reporting & Adm
Laboratory Services	N7903	WQ Regulatory Compliance	N790305	Public Information/Notification
Laboratory Services	N7903	WQ Regulatory Compliance	N790306	Regulatory Support
Laboratory Services	N7904	WQ Monitoring	N790402	Operations Support
Laboratory Services	N7904	WQ Monitoring	N790403	Limnology
Laboratory Services	N7905	Customer Support	N790502	Applied Research
Laboratory Services	N7906	Lab Systems	N790601	WQ Lab Facility O&M
Laboratory Services	N7906	Lab Systems	N790602	Lab System Administration & Support
Laboratory Services	N7906	Lab Systems	N790603	QA Admin
Pre-Capital	N5001	E - Water Fund	E100078	Cedar Falls Railroad Hazard
Pre-Capital	N5001	E - Water Fund	E101008	Rock Creek Fishway
Pre-Capital	N5001	E - Water Fund	E105018	BPA - Rd Improve
Pre-Capital	N5001	E - Water Fund	E105019	BPA Roads Other Decommission
Pre-Capital	N5001	E - Water Fund	E105035	BPA Forest ROW Plant Removal
Pre-Capital	N5001	E - Water Fund	E105036	BPA Forest ROW Wood Rplment
Pre-Capital	N5001	E - Water Fund	E105038	BPA Old Forest Restore
Pre-Capital	N5001	E - Water Fund	E107004	Watershed Emergency/Opportunity
Pre-Capital	N5001	E - Water Fund	E107015	Watershed Vegetation Management
Pre-Capital	N5001	E - Water Fund	E107016	Muckleshoot Agreement Implementation Plan
Pre-Capital	N5001	E - Water Fund	E107019	Restoration Thinning Slash Tree
Pre-Capital	N5001	E - Water Fund	E109001	BPA Cedar Invasive Vegetation Mgmt
Pre-Capital	N5001	E - Water Fund	E109002	BPA Restoration Slash Treatment
Pre-Capital	N5001	E - Water Fund	E109003	BPA Information Mgmt Systems

## Existing Transmission

SECTION XI. OGRAM	PR	Project	Project Name	Activity
Water Operation	N6540	WT - Headwork/Storage	N654001	Program Maintenance
Water Operation	N6540	WT - Headwork/Storage	N654002	Event Driven Repairs
Water Operation	N6541	WT - Transmission Pipeline Mai	N654101	Program Maintenance
Water Operation	N6541	WT - Transmission Pipeline Mai	N654102	Event Driven Repairs
Water Operation	N6541	WT - Transmission Pipeline Mai	NN90043	CRPL4 at Airport Expressway
Water Operation	N6542	WT - Valve Op/Maint-Water Tran	N654201	Program Maintenance
Water Operation	N6542	WT - Valve Op/Maint-Water Tran	N654202	Event Driven Repairs
Water Operation	N6543	WT - Grounds/Roads/Row	N654301	Grade/Gravel Roads - P
Water Operation	N6543	WT - Grounds/Roads/Row	N654302	Grade/Gravel Roads - E
Water Operation	N6543	WT - Grounds/Roads/Row	N654303	Bridges/Culverts - P
Water Operation	N6543	WT - Grounds/Roads/Row	N654304	Bridges/Culverts - E
Water Operation	N6543	WT - Grounds/Roads/Row	N654305	Fences/Gates - P
Water Operation	N6543	WT - Grounds/Roads/Row	N654306	Fences/Gates - E
Water Operation	N6543	WT - Grounds/Roads/Row	N654307	Mow Row - P
Water Operation	N6543	WT - Grounds/Roads/Row	N654308	Mow Row - E
Water Operation	N6543	WT - Grounds/Roads/Row	N654309	Mow Other
Water Operation	N6543	WT - Grounds/Roads/Row	NN90042	Derby Creek and Tolt ROW
Water Operation	N6544	WT - Facility Maintenance	N654401	Program Maintenance
Water Operation	N6544	WT - Facility Maintenance	N654402	Event Driven Repairs
Water Operation	N6545	WT - Castings	N654501	Casting Adjustments
Water Operation	N6546	WT - Customer Services	N654601	Communications/Dispatch

PARTIAL REQUIREMENTS CONTRACT

CITY OF RENTON

Water Operation	N6546	WT - Customer Services	N654602	Locating/Marking
Water Operation	N6547	WT - Damage By Others	N654701	P/L/Row/Facility
Water Operation	N6548	WT - Transmission Shops	N654801	Shops/Fabrication
Water Operation	N6549	WT - General Expenses	N654905	Tools/Small Equipment
Water Operation	N6549	WT - General Expenses	N654906	Standby
Water Operation	N6549	WT - General Expenses	N654907	Truck Inventory
Water Operation	N6549	WT - General Expenses	N654908	Downtime - Job Related
Water Operation	N6549	WT - General Expenses	N654909	Disaster-Emergency Response

### New Supply

Program	Project	Project Name	Activity
Customer Service	N3904	Resource Conservation	N390401 Water Conservation
Customer Service	N3904	Resource Conservation	N390412 Water Conservation-Landscape

### New Transmission

Program	Project	Project Name	Activity
Branch Administration	N3106	Water Wholesale Contracts	N310602 Operating Board Website

**Water Utility Service Area**

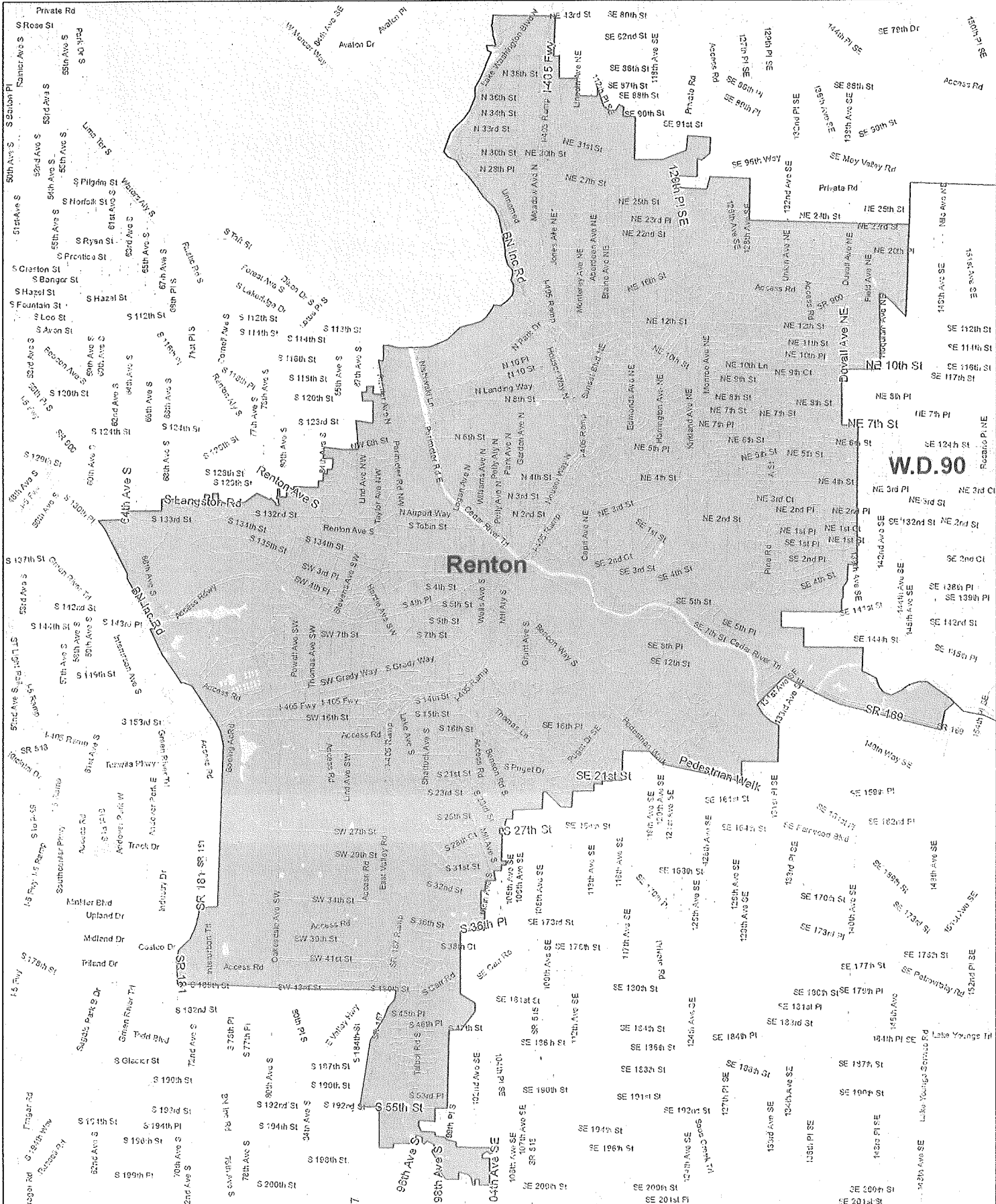
SEE NEXT PAGE

# RENTON ULTIMATE SERVICE AREA

Renton City of Seattle

0 0.25 0.6 Miles

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fitness or merchantability, accompany this product.  
Coordinate System: North America, NAD83, Washington North Zone  
Vertical Datum: North American Vertical Datum of 1988 (NAVD83)  
This map T:\carol\Map\2011\renton\water\_ul\_seras.mxd  
was produced on January 11, 2011





**List of Renton Sub-region Transmission Facilities**

The 12-inch pipelines, from the outlets off the CRPLs 1, 2, and 3 up to the south wall of the SPU meter vaults in Logan Avenue South.

## **Allocating Costs and Setting Rates for Renton Sub-region**

In any year, Renton Sub-region Wholesale Customer means a Wholesale Customer that is served in whole or in part by the Renton Sub-region Transmission Facilities listed in Exhibit XI, or successor facilities.

In each year, the cost of all Renton Sub-Regional Transmission Facilities listed in Exhibit XI shall be allocated to the Renton Sub-region Wholesale Customer(s).

The Renton Sub-region Wholesale Customer(s) shall pay either a rate established by Seattle or a lump sum, to recover the costs for the Renton Sub-Regional Transmission Facilities. The rate shall apply to every unit of water delivered to Renton Sub-region Wholesale Customer(s). The parties may agree to the payment of a lump sum over a reasonable period of time, plus interest at Seattle's Average Cost of Debt.

Actual costs and actual revenues for the Renton Sub-Region shall be trued up in a manner consistent with Section IV.I.



**Water Utility Independent Sources of Supply**

Water Utility operates the following independent sources of supply (each an “Independent Source”):

Source Description	Production Capacity	
	(gpm)	(mgd)
<b>Active Sources</b>		
Springbrook	1,050	1.51
Well RW-1 (see note 1)	2,200	3.17
Well RW-2 (see note 1)	2,200	3.17
Well RW-3 (see note 1)	2,200	3.17
Well PW-8 (see note 1)	3,500	5.04
Well PW-9 (see note 1)	1,300	1.87
Well PW-11 (supplemental – see note 1)	2,500	3.60
Well PW-12 (supplemental – see note 1)	1,500	2.16
Well PW-17 (supplemental – see note 1)	1,500	2.16
<b>Total of all active sources</b> (see note 1)	17,950	25.85
<b>Emergency Active Source</b>		
Well EW-3	1,600	2.30
<b>Non-active source (see note 2)</b>		
Well PW-5A	1,250	1.80
Note 1: All these active sources can be used in any combination as long as the total Qa(annual) does not exceed 14,809.5 Acre-feet per year (or 4,825 MG/year) and as long as the total Qi (instantaneous) for all these sources does not exceed 11,400 gpm. Note 2: Well PW-5A is currently inactive due to water quality issues. The City of Renton anticipates adding water quality treatment in the future in order to use this source of supply.		

Water Utility shall use its best efforts to maintain and operate the Independent Sources in order to maintain their annual production capacity as listed above. Water Utility shall provide written notice to Seattle within thirty days of determining that it is not possible or not cost effective to maintain and operate an Independent Source at its listed production levels. Such written notice shall describe the new level of production expected for Independent Source, and shall trigger a charge of Facilities Charges under Section IV.E.8.d.

Water Utility shall use its best efforts to cure any interruption of water supply from an Independent Source, shall provide oral notice to Seattle of an interruption of an Independent

Source lasting longer than 1 week, and shall provide information on the expected additional demand for water deliveries from Seattle resulting from the interruption. Water Utility shall use its best efforts to minimize the impact of an interruption of an Independent Source on the Seattle Regional Water Supply System by utilizing its other Independent Sources unaffected by the interruption within their operating and maintenance constraints.

It is the intent of the parties that the production capacities listed in this Exhibit fairly represent the production capability of the Independent Sources. In the event that, over a five year period, (i) the actual total annual production, as may be adjusted to reflect a reasonably unforeseeable interruption in Water Utility's Independent Source that lasts a substantial amount of time and is cured within a reasonable time, of the Independent Sources is consistently less than represented in this Exhibit, and (ii) the annual deliveries of water to Water Utility by Seattle are consistently increasing, the capacities of the Independent Sources listed in this Exhibit shall be reduced, and the reduction shall be deemed a permanent interruption and trigger a charge of Facilities Charges under Section IV.E.8.d.

**AGREEMENT FOR THE SALE OF WATER IN AN EMERGENCY  
BETWEEN THE CITY OF RENTON  
AND SKYWAY WATER AND SEWER DISTRICT**

This AGREEMENT made and entered into this 8<sup>th</sup> day of November, 2011, by the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "RENTON" and SKYWAY WATER AND SEWER DISTRICT, a municipal corporation of the State of Washington, hereinafter called "SKYWAY".

**WHEREAS**, RENTON and SKYWAY may experience periodic water supply shortfall;

**WHEREAS**, RENTON and SKYWAY recognize the public benefits of cooperation and collaborative problem solving;

**WHEREAS**, RENTON and SKYWAY are willing to sell water in a emergency at the existing system intertie,

**WHEREAS**, the parties desire to enter into an AGREEMENT providing for the sale of water in an emergency;

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

- 1) Term of AGREEMENT. The effective date of this AGREEMENT shall be NOVEMBER 8<sup>th</sup>, 2011. The AGREEMENT shall be for a minimum of one (1) year and shall continue in full force and effect in its present form, or as amended until terminated by either party in accordance with Section 15 of this AGREEMENT. The rates and quantities of water sold are set forth in Sections (3), and (7).
- 2) Sale. Subject to the conditions set out in this agreement either party may sell water to the other in the event that the receiving party is experiencing an emergency. An emergency is defined, for the purposes of this agreement, as a situation of relative short duration during which either RENTON or SKYWAY cannot meet water consumption needs of all or part of its respective distribution system.
- 3) Rate: RENTON shall pay to SKYWAY for all water delivered at the rate of SKYWAY's wholesale water rate. SKYWAY shall pay to RENTON for all water delivered at the rate of RENTON's wholesale water rate. The rates charged by the SELLER shall be the rate in effect at the time of water delivery.

- 4) Location of Intertie: This Agreement is limited to one (1) intertie locations described as follows: Skyway's Dimmitt Booster Station located at 12603 82<sup>nd</sup> Avenue South, near the intersection of 82<sup>nd</sup> Avenue South and South 126<sup>th</sup> (Section 12 Township 23 Range 4). The physical arrangement of the intertie is shown in Exhibits 1 and 2.
- 5) Metering. RENTON and SKYWAY shall each provide, and own and maintain, an appropriate metering device to measure the water flowing through the intertie. Before allowing any water to flow through the intertie, the party requesting the water shall provide a description and documentation of the emergency condition to the other party.
- 6) Priority and Continuity of Service. The determination of whether water is available for emergency sale shall be at the sole discretion of the party delivering (selling) the water. In the event of a condition requiring restrictions on the delivery of water, the party delivering the water shall have the right to restrict or interrupt service. The party providing water may voluntarily interrupt or reduce deliveries of water if it determines that such interruption or reduction is necessary or reasonable. Except in cases of emergency and in order that operations will not be unreasonably interfered with, the party providing water shall give the party buying water, reasonable notice of any such interruption or reduction, the reason therefore, and the probable duration thereof. The party buying water shall discontinue or reduce service from the intertie upon reasonable notice. Service shall be reactivated or increased again subject to the aforementioned conditions.
- 7) Water Quality. The quality of water delivered under this AGREEMENT shall comply with all applicable provisions of State and Federal law and rules and regulations of the appropriate State agency governing water quality, and subject also to applicable provisions of City ordinances relating thereto and not inconsistent herewith. Each party agrees to deliver water which shall be of no less quality than is delivered to its other retail customers throughout the service area. Prior to any delivery of water, information on current water quality will be provided to the receiving party so that blending, compatibility and other water quality issues can be evaluated and addressed.
- 8) Quantity of Water. Depending upon demand conditions, water availability (including conservation impacts), as well as aquifer behavior, in the water systems, each party may make available, for the purchase by the other party, up to the approximate amount of one million eight hundred thousand (1,800,000) gallons per day, at flow rates vary from zero to approximately 1,250 gallons per minute, from the intertie described and located in Section (4) of this agreement.

9) Coordination and Project Management.

A) Operations:

For the purpose of operating the intertie between RENTON and SKYWAY, coordination shall occur between representatives of the systems, who are:

Water Maintenance Manager for the City of Renton  
and  
General Manager for Skyway Water and Sewer  
(or their designated representatives )

The coordination shall consist of exchanging operational information such as the interties used, the respective flow rates, back-pressure sustaining valve setpoints, system pressure effects, water quality characteristics, and other operational information as necessary to accomplish the purposes of this AGREEMENT while maintaining safe operation of both systems.

B. Engineering:

For the purposes of coordinating engineering issues regarding the RENTON and SKYWAY intertie, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director for the City of Renton  
and  
Cheryl Scheuerman, Manager for Skyway Water and Sewer  
(or their designated representatives or replacements)

The engineering issues addressed shall include operational criteria as well as hydraulic behavior, water quality considerations, and other appropriate engineering issues.

C. Administration:

For the purposes of AGREEMENT administration and AGREEMENT modifications or interpretations, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director for the City of Renton  
(or their designated representatives or replacements)  
Renton City Hall, 1055 S. Grady Way, Renton, WA 98057  
and

Cheryl Scheuerman, Manager for Skyway Water and Sewer District  
(or their designated representatives or replacements)  
6723 S. 124<sup>th</sup> St., Seattle, WA 98178

10) Payment. The party providing the water shall read the meter once each month at approximately thirty (30) day intervals. Payment shall be made by the party receiving water as soon as possible after receipt of statement from the party supplying water, and in any event, not later than the tenth (10) of the second month following the presentation of the bill.

In the event a meter shall fail to register or obviously register incorrectly, the amount of water considered delivered through said meter shall be the amount delivered the previous day or the last day that the meter was previously known to be properly functioning and the total amount registered shall be pro-rated based on the number of days multiplied times the reading used.

11) Penalties For Late Payment. The party supplying water may assess a late charge on the party receiving water for failure to comply with the provisions in Section (10). This charge shall be at the rate of twelve percent (12%) per year. In the event that the party receiving water should fail to make any payment for a period of sixty (60) days after the same becomes due, the party supplying water shall have the right to terminate further water service until such delinquency is cured.

12) Procedure for Amending the Contract. Either party can request the other to consider an amendment of the AGREEMENT. Any proposed amendments shall be made in writing. Amendments may be made if they are mutually acceptable to RENTON and SKYWAY and signed by both parties.

13) Access to Facilities and Records. Each party shall be entitled to inspect the facilities of the other at any reasonable time. Both parties agree to make mutually available such information or records as are at their disposal and as may be reasonably necessary to properly implement any section of this AGREEMENT.

14) Non-Assignability. Neither this AGREEMENT nor any interest therein shall be transferred or assigned by either party without prior written consent of both parties.

15) Termination. This AGREEMENT may be terminated in whole or in part by either party any time after one year from the date of this AGREEMENT, upon ninety (90) days written notice sent by certified mail to the other party.

DATED this 4<sup>th</sup> day of January 2012  
2011

Authorized by Resolution No. 4120 of the City Council of the City of Renton, Washington, at its regular meeting held on 10<sup>th</sup> day of October, 2011.

CITY OF RENTON

By: Denis Law  
Denis Law, Mayor 10/31/2011

ATTEST:

Bonnie I. Walton  
Bonnie I. Walton, City Clerk

APPROVED AS TO LEGAL FORM:

Lawrence Warren  
Larry Warren, City Attorney

Approved by Resolution No. 11-08-479 of the Board of Commissioners of SKYWAY WATER AND SEWER DISTRICT, of King County, Washington, adopted at its regular meeting held on 8<sup>th</sup> day of November, 2011.

SKYWAY WATER AND SEWER DISTRICT

By: Cheryl Scheurman  
Cheryl Scheurman, General Manager

ATTEST:

Signe Hils  
Administration Services Manager



EXHIBIT 1

LOCATION OF EMERGENCY WATER SYSTEM INTERTIE BETWEEN  
SKYWAY WATER AND SEWER AND DISTRICT AND CITY OF RENTON  
SITE ADDRESS: 12603 82<sup>ND</sup> AVE SOUTH – DIMMITT BOOSTER PUMP STATION

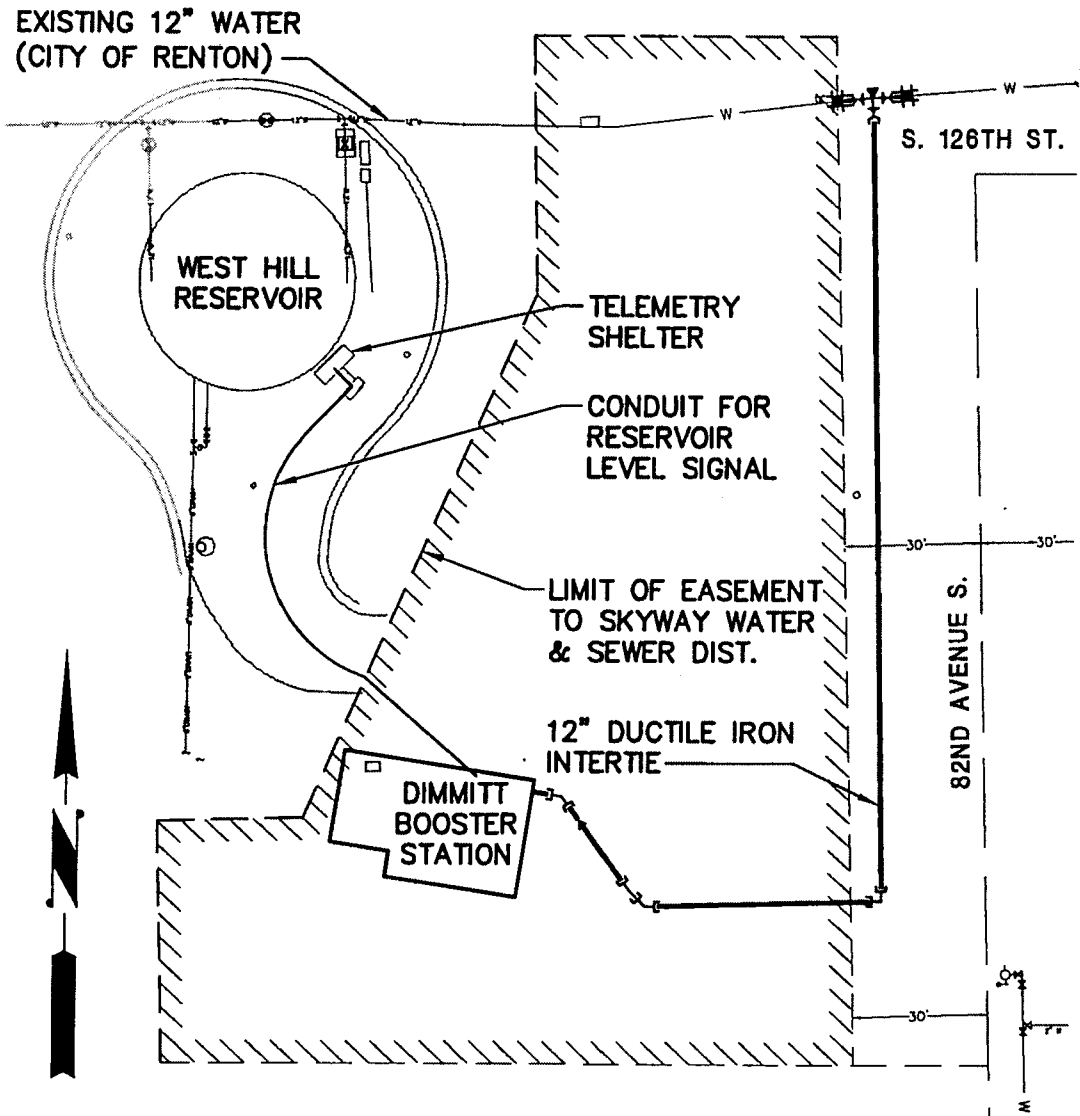
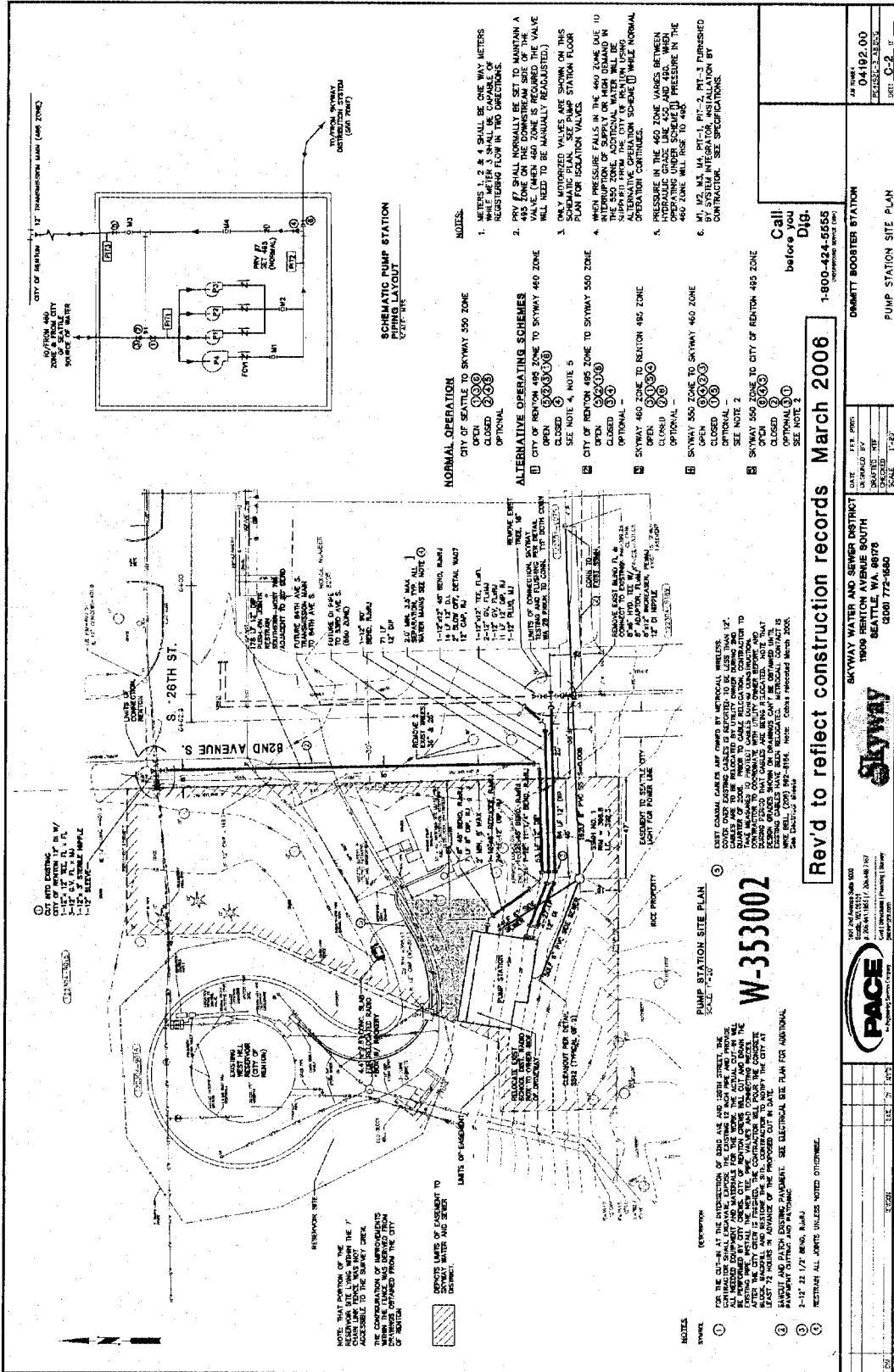




EXHIBIT 2

EMERGENCY WATER SYSTEM INTERTIE BETWEEN SKYWAY WATER AND SEWER DISTRICT AND CITY OF RENTON

PIPING CONFIGURATION



<p><b>Rev'd to reflect construction records March 2006</b></p> <p><b>W-353002</b></p> <p><b>PUMP STATION SITE PLAN</b></p> <p>SCALE: 1/4" = 1'-0"</p>	
<p>191 1ST AVENUE, SUITE 100                  SEATTLE, WA 98101 (206) 465-1851 / FAX (206) 465-1852                  WWW.PACE-ENGINEERING.COM</p>	
<p>DATE: 12/15/05                  DESIGNED BY: JRM                  CHECKED BY: JRM                  SCALE: 1/4" = 1'-0"</p>	<p>DATE: 01/20/06                  REVISION: 2 - AS BUILT                  SHEET: 0-2 OF 02</p>
<p>1909 RENTON AVENUE SOUTH                  SEATTLE, WA 98178                  (206) 772-6560</p>	
<p>CALL BEFORE YOU DIG                  1-800-424-6555                  (WASHINGTON SERVICE ONLY)</p>	
<p>CONTRACTOR: GARRETT BOOSTER STATION                  PUMP STATION SITE PLAN</p>	

**AGREEMENT FOR THE SALE OF WATER  
IN AN EMERGENCY BY  
THE CITY OF RENTON TO THE CITY OF SEATTLE**

This AGREEMENT made and entered into this day of December 21, 2011, by the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "RENTON" and the CITY OF SEATTLE, a municipal corporation of the State of Washington, acting through Seattle Public Utilities, hereinafter called "SEATTLE".

**WHEREAS**, SEATTLE and RENTON have existing interties between their water systems;

**WHEREAS**, SEATTLE may experience emergency situations that call for an augmentation of its water supply, such as certain water shortage periods due to low snowpack/precipitation, inflows in Cedar and Tolt River Watersheds, a transmission pipeline break or an episode of high turbidity in one of its reservoirs; and

**WHEREAS**, RENTON, in the spirit of intergovernmental cooperation during such water supply emergencies, is willing to sell an increment of water to SEATTLE when available during non-peak periods; and

**WHEREAS**, SEATTLE is willing to sell water to RENTON to allow RENTON's ground water aquifer to recharge, when water is available following a water shortage emergency; where RENTON has supplied emergency water to SEATTLE; and,

**WHEREAS**, the parties desire to enter into an AGREEMENT providing for the sale of water in an emergency from RENTON to SEATTLE, and for the subsequent sale of an equivalent amount of water from SEATTLE to RENTON, if necessary, to allow recharge of RENTON's Aquifer.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

- 1) Term of AGREEMENT. This agreement shall be in effect beginning on January 1, 2012 and shall remain in effect until January 1, 2062, unless terminated by either party in accordance with Section 16 of this AGREEMENT. The rates and quantities of water sold are set forth in Sections (2), (7), and (10).
- 2) Sale Price of Renton Water. SEATTLE shall pay to RENTON for all water delivered at the rate, in effect at the time of water delivery, of RENTON's wholesale water rate.
- 3) Location of Interties: This Agreement is limited to the two (2) intertie locations described as follows: Tiffany Park Pump Station Interties located at the intersection of Kirkland Avenue SE and the Cedar River Pipeline right-of-way (Section 21 Township 23 Range 5); and Union Avenue Intertie, located at the intersection of Union Avenue SE and SE 2nd Street (Section 16 Township 23 Range 5). The physical arrangement of the interties is shown in Exhibits 1 and 2.

- 4) Metering. SEATTLE shall provide, and RENTON shall own and maintain, an appropriate metering device to measure the water flowing from RENTON's system into SEATTLE's system at the point of service connection. Additional metering equipment approved by RENTON to transmit signals to RENTON's recording equipment located elsewhere shall be provided as determined by RENTON, all at SEATTLE's expense.
- 5) Priority and Continuity of Service. The determination of whether water is available for SEATTLE shall be at the sole discretion of RENTON. In the event of a condition requiring restrictions on the delivery of water, RENTON shall have the right to restrict or interrupt service to SEATTLE. RENTON may voluntarily interrupt or reduce deliveries of water to SEATTLE if RENTON determines that such interruption or reduction is necessary or reasonable. Except in cases of emergency and in order that SEATTLE's operations will not be unreasonably interfered with, RENTON shall give SEATTLE reasonable notice of any such interruption or reduction, the reason therefore, and the probable duration thereof. SEATTLE shall discontinue or reduce service from RENTON upon reasonable notice from RENTON. Service shall be reactivated or increased again subject to the aforementioned conditions.
- 6) Water Quality. The quality of water delivered under this AGREEMENT shall comply with all applicable provisions of State and Federal law and rules and regulations of the appropriate State agency governing water quality. In addition to the above requirements, RENTON agrees to deliver water which shall be of no less quality than is delivered to its customers throughout the RENTON service area. Prior to any delivery of water, information on current water quality will be provided to the receiving party so that blending, compatibility and other water quality issues can be evaluated and addressed, if practicable.
- 7) Quantity of Water. Depending upon water availability in the RENTON system, RENTON shall make available for purchase by SEATTLE up to the approximate amount of two million (2,000,000) gallons per day from the existing emergency intertie located at the Tiffany Park Pump Station. The rate of delivery of water from Tiffany Park Pump Station system to SEATTLE's system shall vary between zero and approximately 1,400 gallons per minute. Also in the fall and winter RENTON may make available an additional amount up to approximately three and one-half million (3,500,000) gallons per day from the intertie at Union Avenue SE and SE 2nd Street. The rate of delivery of water from this intertie shall vary between zero and approximately 2,400 gallons per minute.
- 8) Miscellaneous Control Devices. RENTON reserves the right to require SEATTLE to install, as a condition of water service, pressure reducing valves, backflow preventative devices, pressure relief valves, back-pressure sustaining valves, pipeline flow limiting devices or

similar devices at locations where RENTON determines a need to protect its facilities.

9) Coordination and Project Management.

A) Operations:

For the purpose of operating the interties between RENTON and SEATTLE, coordination shall occur between representatives of the systems, who are:

Lys Hornsby, Utility Systems Director, City of Renton  
and  
Tom Fox, City of Seattle  
(or their designated representatives or replacements).

The coordination shall consist of exchanging operational information such as the interties used, the respective flow rates, back-pressure sustaining valve set points, system pressure effects, water quality characteristics, and other operational information as necessary to accomplish the purposes of this AGREEMENT while maintaining safe operation of both systems.

B. Engineering:

For the purposes of coordinating engineering issues regarding the RENTON and SEATTLE interties, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director - City of Renton  
and  
Tom Fox, City of Seattle  
(or their designated representatives or replacements)

The engineering issues addressed shall include operational criteria as well as hydraulic behavior, water quality considerations, and other appropriate engineering issues.

C. Administration:

For the purposes of AGREEMENT administration and AGREEMENT modifications or interpretations, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director - City of Renton  
Renton City Hall – 1055 S. Grady Way, Renton, WA. 98057

and

Tom Fox, City of Seattle  
(or their designated representatives or replacements)  
Seattle Public Utilities – 700<sup>th</sup> 5<sup>th</sup> Avenue, Suite 4900, Seattle, WA 98124-4018

- 10) RENTON's Aquifer Recharge. It is recognized that runoff into SEATTLE's surface water storage facilities generally exceeds the storage capacity during the winter and spring months. It may be necessary, due to RENTON supplying water to SEATTLE, to allow RENTON's aquifer to recharge during the winter and spring months. Following a water shortage emergency and recovery of SEATTLE's water system impoundments on the Cedar and Tolt Rivers, SEATTLE will sell water to Renton. The water sale will be based on availability at the intertie locations between SEATTLE and RENTON's systems and at such flow rate as is available from the intertie location during the following winter or spring. The quantity of SEATTLE's water, made available for allowing RENTON's Aquifer to recharge, shall not exceed the quantity of water that was supplied by RENTON to SEATTLE during the water shortage emergency. SEATTLE will sell the water to RENTON at the then applicable Commodity Charge Rates in effect for RENTON under Seattle Municipal Code Section 21.04.440.E.2, as it may be amended from time to time, plus any emergency surcharge, if applicable generally to the wholesale customers at that time.

The determination of whether water is available for RENTON, to allow RENTON's Aquifer to recharge, shall be at the sole discretion of SEATTLE. SEATTLE may voluntarily interrupt or reduce delivery of said water, providing that such interruption or reduction is necessary or reasonable. Except in cases of emergency, and in order that Renton's operations will not be unreasonably interfered with, SEATTLE shall give RENTON reasonable notice of such interruptions or reduction, the reason therefore, and the probable duration thereof.

- 11) Payment. The party supplying water shall read the meter once each month at approximately thirty (30) day intervals. Payment shall be made by the party receiving water as soon as possible after receipt of statement from the party supplying water, and in any event, not later than the tenth (10) of the second month following the presentation of the bill.

In the event a meter shall fail to register or obviously register incorrectly, the amount of water considered delivered through said meter shall be the amount delivered the previous day or the last day that the meter was previously known to be properly functioning and the total amount registered shall be pro-rated based on the number of days multiplied times the reading used unless reasonable data is available evidencing a different total amount.

- 12) Damages for Late Payment. The party supplying water may assess a late charge on the party receiving water for failure to comply with the provisions in Section (11).

This charge shall be at the rate of twelve percent (12%) per year. In the event that the party receiving water should fail to make any payment for a period of sixty (60) days after the same becomes due, the party supplying water shall have the right to terminate further water service until such delinquency is cured.

- 13) Procedure for Amending the Contract. Either party can request the other to consider an amendment of the AGREEMENT. Any proposed amendments shall be made in writing. Amendments may be made if they are mutually acceptable to RENTON and SEATTLE and signed by both parties.
- 14) Access to Facilities and Records. Each party shall be entitled to inspect the facilities of the other at any reasonable time. Both parties agree to make mutually available such information or records as are at their disposal and as may be reasonably necessary to properly implement any section of this AGREEMENT.
- 15) Non-Assignability. Neither this AGREEMENT nor any interest therein shall be transferred or assigned by SEATTLE without prior written consent of RENTON.
- 16) Termination. This AGREEMENT may be terminated in whole or in part by either party any time after one year from the date of this AGREEMENT, upon ninety (90) days written notice sent by certified mail to the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year above written.

CITY OF RENTON

By: Denis Law  
Denis Law, Mayor  
10/31/2011

CITY OF SEATTLE

By: Ray Hoffman 12/21/11  
Ray Hoffman,  
Director of Seattle Public Utilities

ATTEST/AUTHENTICATED:

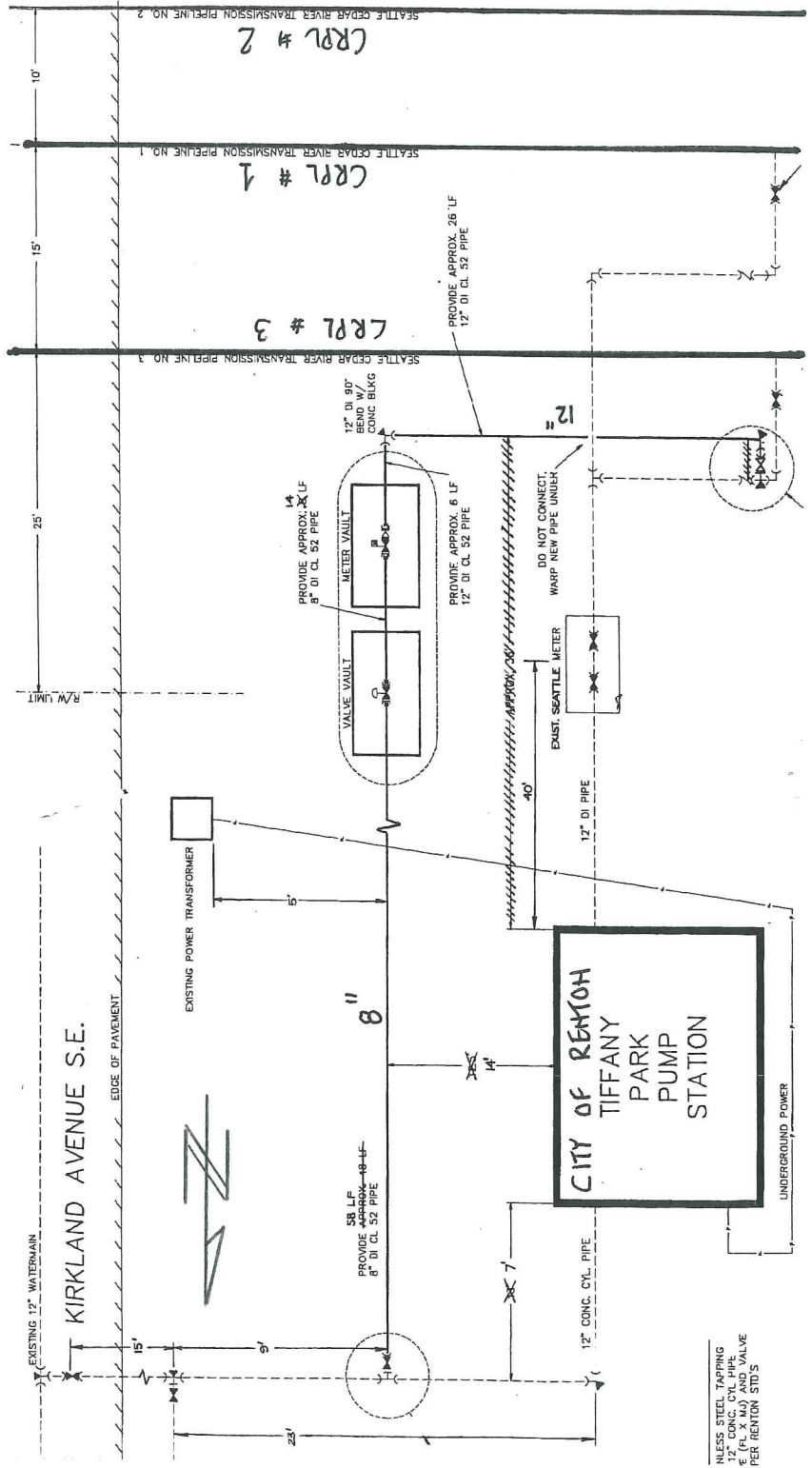
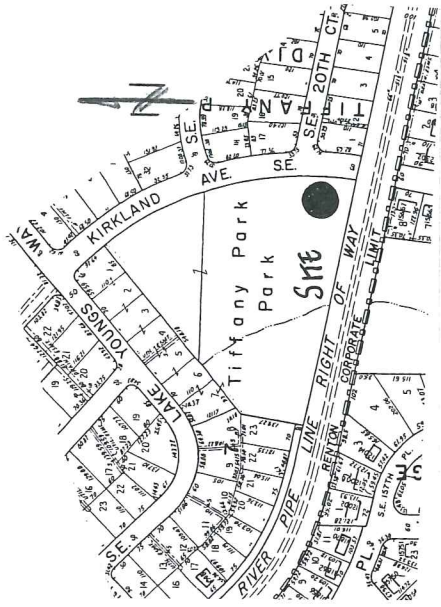
Bonnie I. Walton  
Bonnie I. Walton, City Clerk

APPROVED AS TO LEGAL FORM:

Lawrence J. Warner  
Larry Warren, City Attorney



# EXHIBIT 1 TIFFANY PARK PUMP STATION INTERTIE

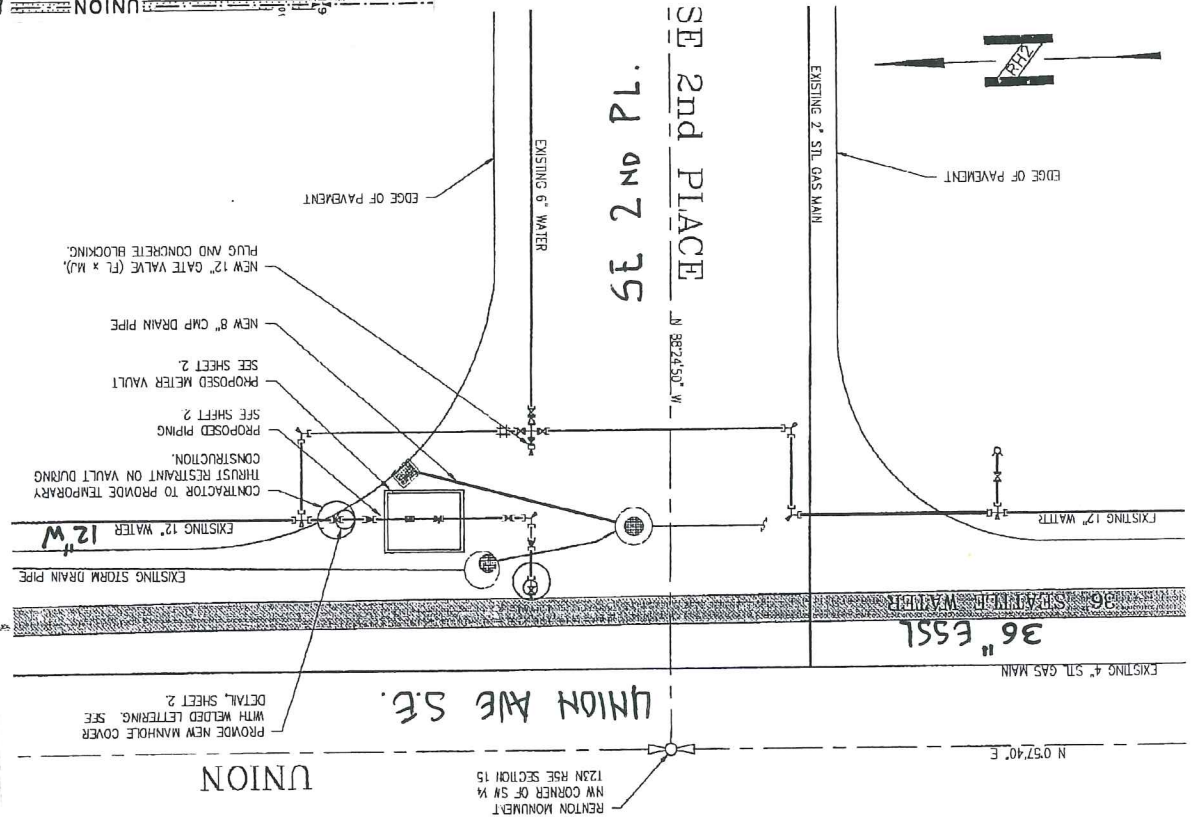


UNLESS STEEL TAPPING  
12" CONC. CYL PIPE  
E (F, X, M) AND VALVE  
PER REMON STD'S



# EXHIBIT 2

## UNION AVENUE SE INTERTIE



**AGREEMENT FOR EMERGENCY WATER SYSTEM INTERTIE AND  
FOR THE SALE OF WATER IN AN EMERGENCY  
FROM THE CITY OF RENTON TO COAL CREEK UTILITY DISTRICT**

This AGREEMENT ("AGREEMENT" or "Agreement") made and entered by the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "RENTON" and COAL CREEK UTILITY DISTRICT, a municipal corporation of the State of Washington, hereinafter called "DISTRICT" (individually a "Party" and collectively the "Parties").

**WHEREAS**, the DISTRICT may experience emergency situations causing the interruption of its water supply;

**WHEREAS**, RENTON, in the spirit of intergovernmental cooperation during such water supply emergencies, is willing to sell an increment of water to the DISTRICT when available during non-peak periods; and

**WHEREAS**, the Parties desire to enter into an AGREEMENT providing for the sale of water from RENTON to the DISTRICT in an emergency;

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

- 1) **Term of AGREEMENT.** The effective date of this AGREEMENT shall be the date signed by both Parties as set forth below. The AGREEMENT shall be for a minimum of one (1) year and shall continue in full force and effect in its present form, or as amended until terminated by either Party in accordance with Section 15 of this Agreement. The rates and quantities of water sold by RENTON to the DISTRICT are set forth in Sections (3), and (8).
  
- 2) **Sale.** Subject to the conditions set out in this Agreement, RENTON may sell water to the DISTRICT through the Emergency Intertie as defined in Section 4 of this Agreement in the event that the DISTRICT is experiencing an emergency. An emergency is defined, for the purposes of this Agreement, as a situation of relative short duration during which the DISTRICT cannot meet water consumption needs of all or part of its distribution system.
  
- 3) **Sale Price of Renton Water:** The DISTRICT shall pay to RENTON for all water delivered through the Intertie to the DISTRICT at the rate of RENTON's wholesale water rate. The rates charged by RENTON to the DISTRICT for water supplied through the Emergency Intertie shall be the rate in effect at the time of water delivery to the DISTRICT.

- 4) Location of Emergency Interties: This Agreement is limited to one (1) emergency intertie location ("Emergency Intertie") described as follows: the Renton/Coal Creek emergency intertie meter vault located on 122<sup>nd</sup> Avenue SE (also known as Lynwood Ave NE) between SE 96<sup>th</sup> Place and NE 26<sup>th</sup> Court, (NW1/4 of Section 4 Township 23 Range 5). The Emergency Intertie is further described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference.
- 5) Metering. The DISTRICT shall provide, and own and maintain, an appropriate metering device ("meter" or "Meter") to measure the water flowing through the Emergency Intertie. Before allowing any water to flow through the Emergency Intertie, the DISTRICT shall provide RENTON with a description and documentation of the need to withdraw water through the Emergency Intertie; provided, in the event of an emergency where unforeseen circumstances of a short duration result in the failure of the District's water system equipment or piping that necessitates transfer of water to meet public health and safety demands and satisfy minimum levels of service for District customers, the District shall be allowed to immediately draw water through the Emergency Intertie as long as notification as soon as possible after the withdrawal commences is provided to the City stating the anticipated rate of flow that is to be received and for what period of time the flow is expected to be maintained.
- 6) Priority and Continuity of Service. The determination of whether water is available for emergency sale to the DISTRICT shall be at the sole discretion of RENTON. In the event of a condition requiring restrictions on the delivery of water, RENTON shall have the right to restrict or interrupt delivery of water service if it determines that such interruption or reduction is necessary or reasonable. Except in cases of emergency and in order that operations will not be unreasonably interfered with, RENTON shall give The DISTRICT reasonable notice of any such interruption or reduction, the reason therefore, and the probable duration thereof. The DISTRICT shall discontinue or reduce service from the Emergency Intertie upon reasonable notice. Service shall be reactivated or increased again to the DISTRICT subject to the aforementioned conditions.
- 7) Water Quality. The quality of water delivered under this AGREEMENT shall comply with all applicable provisions of State and Federal law and rules and regulations of the appropriate State agency governing water quality, and subject also to applicable provisions of City ordinances relating thereto and not inconsistent herewith. RENTON agrees to deliver water which shall be of no less quality than is delivered to its other retail customers throughout the service area. Prior to any delivery of water, information on current water quality will be provided to the DISTRICT so that blending, compatibility and other water quality issues can be evaluated and addressed.

- 8) Quantity of Water. Depending upon demand conditions, water availability (including conservation impacts), as well as aquifer behavior, in the water systems, RENTON may make available, for the purchase by the DISTRICT, up to the approximate amount of one million eight hundred thousand (1,800,000) gallons per day, at flow rates which may vary from zero to approximately 1,250 gallons per minute, from the Emergency Intertie described and located in Section (4) of this Agreement.
- 9) Coordination and Project Management.

A) Operations:

For the purpose of operating the Emergency Intertie between RENTON and the DISTRICT, coordination shall occur between representatives of the water systems, who are:

Water Maintenance Manager for the City of Renton  
and  
District Manager for Coal Creek Utility District  
(or their designated representatives)

The coordination shall consist of exchanging operational information such as the respective flow rates, back-pressure sustaining valve setpoints, system pressure effects, water quality characteristics, and other operational information as necessary to accomplish the purposes of this AGREEMENT while maintaining safe operation of both water systems.

B. Engineering:

For the purposes of coordinating engineering issues regarding the RENTON and the DISTRICT Emergency Intertie, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director for the City of Renton  
and  
Robert Russell, District Manager for COAL CREEK UTILITY DISTRICT  
(or their designated representatives or replacements)

The engineering issues addressed shall include operational criteria as well as hydraulic behavior, water quality considerations, and other appropriate engineering issues.

C. Administration:

For the purposes of AGREEMENT administration and AGREEMENT modifications or interpretations, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director for the City of Renton  
(or their designated representatives or replacements)  
Renton City Hall, 1055 S. Grady Way, Renton, WA 98057  
and

Robert Russell, District Manager for COAL CREEK UTILITY DISTRICT  
(or their designated representatives or replacements)  
6801 132<sup>ND</sup> Pl. S.E., Newcastle, WA 98059

10) Payment. RENTON shall read the meter once each month at approximately thirty (30) day intervals. RENTON shall bill the DISTRICT for all water provided to the DISTRICT through the meter. Payment shall be made by the DISTRICT as soon as possible after receipt of a bill for water supplied to the DISTRICT from RENTON, and in any event, not later than the tenth (10) of the second month following the presentation of the bill, except as to any disputed amounts. RENTON shall only charge the DISTRICT for water provided to the DISTRICT through the meter, and there shall be no standby, availability or other charges if no water was provided to the DISTRICT through the meter during the previous thirty (30) day interval.

In the event a meter shall fail to register water flow or obviously register flow incorrectly, the Parties agree the amount of water considered delivered through the meter to the DISTRICT shall be the amount delivered the previous day or the last day that the meter was previously known to be properly functioning and the total amount registered shall be pro-rated based on the number of days water was provided to the DISTRICT through the meter multiplied times the reading used.

11) Penalties for Late Payment. RENTON may assess a late charge on the DISTRICT for failure to comply with the provisions in Section (10). This charge shall be at the rate of six percent (6%) per year. In the event that the DISTRICT should fail to make any payment for a period of sixty (60) days after the same becomes due, except for any disputed amounts, RENTON shall have the right to terminate further water service until such delinquency is cured.

12) Procedure for Amending the Contract. Either Party can request the other to consider an amendment of the AGREEMENT. Any proposed amendments shall be made in writing. Amendments may be made if they are mutually acceptable to RENTON and the DISTRICT and signed by both Parties.

13) Access to Facilities and Records. Each Party shall be entitled to inspect the facilities of the other at any reasonable time. Both Parties agree to make mutually available such information or records as are at their disposal and as may be reasonably necessary to properly implement any section of this AGREEMENT.

- 14) Non-Assignability. Neither this AGREEMENT nor any interest therein shall be transferred or assigned by either Party without prior written consent of both Parties.
- 15) Termination. Each Party agrees not to interfere with the other's rights granted in this Agreement, not to violate applicable laws, rules and regulations of agencies with regulatory jurisdiction over the Parties, and not to take any action inconsistent with this Agreement. This Agreement may only be terminated in the event of material breach or default by either Party upon ninety (90) days written notice sent by certified mail to the defaulting Party or only through mutual written agreement of the Parties.
- 16) Authority. This Agreement is entered into by and between the Parties pursuant to the authority set forth in Chapter 39.34 RCW, RCW 90.03.383, WAC 246-290-132 and Chapter 57.08 RCW.
- 17) Indemnity. Each Party agrees to indemnify, defend and hold harmless the other Party, its officers, agents and employees, from and against any and all claims, losses, liabilities, injuries or death of persons, or damage to property (collectively "Claims"), arising out of any willful misconduct or negligent act, error or omission of the indemnifying Party, its officers, agents, subcontractors or employees; provided, the indemnifying Party's obligations to indemnify, defend and hold harmless the other Party for Claims caused by or resulting from the concurrent negligence or willful misconduct of the indemnifying Party to apply only to the extent of the negligence or willful misconduct of the indemnifying Party.
- 18) Effective Date. This Agreement shall be effective upon the date of approval of this Agreement by the legislative bodies of both Parties and the execution of the Agreement by the Parties' authorized representatives.

Authorized by Resolution No. 4173 of the City Council of the City of Renton, Washington, at its regular meeting held on 25<sup>th</sup> day of February, 2013.

**CITY OF RENTON**

By: Denis Law  
Denis Law, Mayor  
Dated: 2/28/13

ATTEST:

Bonnie I. Walton  
Bonnie I. Walton, City Clerk

APPROVED AS TO LEGAL FORM:

Larry Warren  
Larry Warren, City Attorney



Approved by Resolution No. 1777 of the Board of Commissioners of COAL CREEK UTILITY DISTRICT, of King County, Washington, adopted at its regular meeting held on 13<sup>th</sup> day of February, 2013.

**COAL CREEK UTILITY DISTRICT**

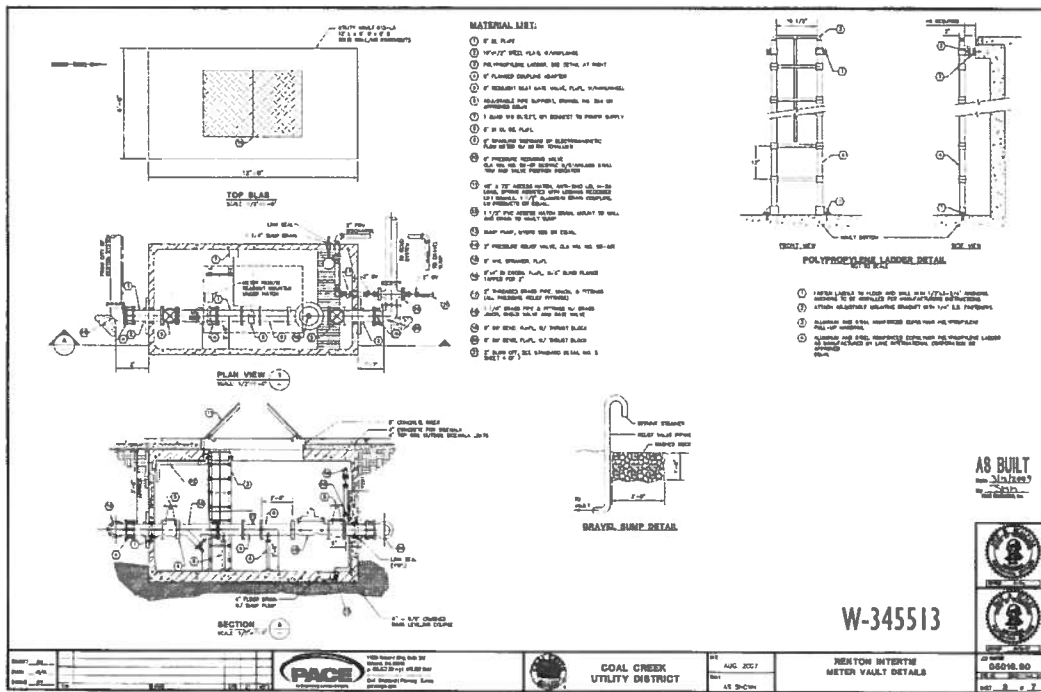
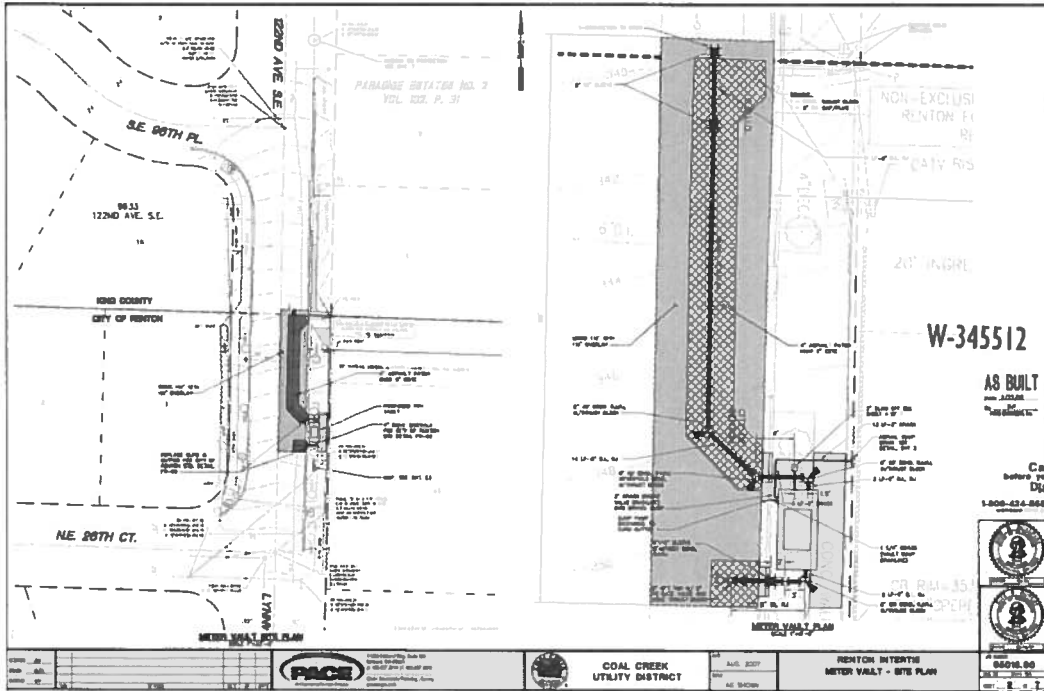
By: Robert Russell  
Robert Russell, District Manager  
Dated:

ATTEST:

[Signature]

# EXHIBIT "A"

## EMERGENCY WATER SYSTEM INTERTIE FROM CITY OF RENTON TO COAL CREEK UTILITY DISTRICT





**AGREEMENT FOR THE SALE OF WATER IN AN EMERGENCY  
FROM THE CITY OF RENTON  
TO KING COUNTY WATER DISTRICT NO. 90**

This AGREEMENT made and entered into this 26<sup>th</sup> day of Sept, 2014, by the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "RENTON" and KING COUNTY WATER DISTRICT NO. 90, a municipal corporation of the State of Washington, hereinafter called "KCWD 90".

**WHEREAS**, KCWD 90 may experience emergency situations causing the interruption of its water supply;

**WHEREAS**, RENTON, in the spirit of intergovernmental cooperation during such water supply emergencies, is willing to sell an increment of water to KCWD 90 when available during non-peak periods; and

**WHEREAS**, the parties desire to enter into an AGREEMENT providing for the sale of water from RENTON to KCWD 90 in an emergency;

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

- 1) Term of AGREEMENT. The effective date of this AGREEMENT shall be September 26<sup>th</sup>, 2014. The AGREEMENT shall be for a minimum of one (1) year and shall continue in full force and effect in its present form, or as amended until terminated by either party in accordance with Section 15 of this AGREEMENT. The rates and quantities of water sold are set forth in Sections (3), and (8).
- 2) Sale. Subject to the conditions set out in this agreement RENTON may sell water to KCWD 90 in the event that KCWD 90 is experiencing an emergency. An emergency is defined, for the purposes of this agreement, as a situation of relative short duration during which KCWD 90 cannot meet water consumption needs of all or part of its distribution system.
- 3) Sale Price of Renton Water: KCWD 90 shall pay to RENTON for all water delivered at the rate of RENTON's wholesale water rate. The rates charged by RENTON shall be the rate in effect at the time of water delivery.

- 4) Location of Interties: This Agreement is limited to two (2) intertie locations described as follows: KCWD 90 Pump Station No. 1 located near the intersection of NE 4<sup>th</sup> Street and Whitman Ave NE (Section 15 Township 23 Range 5). On SR 900 West of 10930 144<sup>th</sup> Ave SE (Section 3 Township 23 Range 5).
- 5) Metering. KCWD 90 shall provide, and own and maintain, an appropriate metering device to measure the water flowing through the intertie. Before allowing any water to flow through the intertie, KCWD 90 shall provide a description and documentation of the emergency condition to RENTON.
- 6) Priority and Continuity of Service. The determination of whether water is available for emergency sale shall be at the sole discretion of RENTON. In the event of a condition requiring restrictions on the delivery of water, RENTON shall have the right to restrict or interrupt delivery of water service if it determines that such interruption or reduction is necessary or reasonable. Except in cases of emergency and in order that operations will not be unreasonably interfered with, RENTON shall give KCWD 90, reasonable notice of any such interruption or reduction, the reason therefore, and the probable duration thereof. KCWD 90 shall discontinue or reduce service from the intertie upon reasonable notice. Service shall be reactivated or increased again subject to the aforementioned conditions.
- 7) Water Quality. The quality of water delivered under this AGREEMENT shall comply with all applicable provisions of state and federal law and rules and regulations of the appropriate state agency governing water quality, and subject also to applicable provisions of City ordinances relating thereto and not inconsistent herewith. RENTON agrees to deliver water which shall be of no less quality than is delivered to its other retail customers throughout the service area. Prior to any delivery of water, information on current water quality will be provided to KCWD 90 so that blending, compatibility and other water quality issues can be evaluated and addressed.
- 8) Quantity of Water. Depending upon demand conditions, water availability (including conservation impacts), as well as aquifer behavior, in the water systems, RENTON may make available, for the purchase by KCWD 90, up to the approximate amount of one million eight hundred thousand (1,800,000) gallons per day, at flow rates vary from zero to approximately 1,250 gallons per minute, from the intertie described and located in Section (4) of this agreement.

9) Coordination and Project Management.

A) Operations:

For the purpose of operating the intertie between RENTON and KCWD 90, coordination shall occur between representatives of the systems, who are:

Water Maintenance Manager for the City of Renton  
and  
District Manager for King County Water District No. 90  
(or their designated representatives)

The coordination shall consist of exchanging operational information such as the interties used, the respective flow rates, back-pressure sustaining valve setpoints, system pressure effects, water quality characteristics, and other operational information as necessary to accomplish the purposes of this AGREEMENT while maintaining safe operation of both systems.

B. Engineering:

For the purposes of coordinating engineering issues regarding the RENTON and KCWD 90 intertie, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director for the City of Renton  
and  
District Manager for KCWD 90  
(or their designated representatives or replacements)

The engineering issues addressed shall include operational criteria as well as hydraulic behavior, water quality considerations, and other appropriate engineering issues.

C. Administration:

For the purposes of AGREEMENT administration and AGREEMENT modifications or interpretations, the following personnel shall be the designated representatives:

Lys Hornsby, Utility Systems Director for the City of Renton  
(or her designated representatives or replacements)  
Renton City Hall, 1055 S. Grady Way, Renton, WA 98057  
and

District Manager for KCWD 90  
(or their designated representatives or replacements)  
15606 SE 128<sup>th</sup> Street, Renton, WA 98059-4540

10) Payment. RENTON shall read the meter once each month at approximately thirty (30) day intervals. Payment shall be made by KCWD 90 as soon as possible after receipt of statement from RENTON, and in any event, not later than the tenth (10) of the second month following the presentation of the bill.

In the event a meter shall fail to register or obviously register incorrectly, the amount of water considered delivered through said meter shall be the amount delivered the previous day or the last day that the meter was previously known to be properly functioning and the total amount registered shall be pro-rated based on the number of days multiplied times the reading used.

11) Penalties For Late Payment. RENTON may assess a late charge on KCWD 90 for failure to comply with the provisions in Section (10). This charge shall be at the rate of twelve percent (12%) per year. In the event that KCWD 90 should fail to make any payment for a period of sixty (60) days after the same becomes due, RENTON shall have the right to terminate further water service until such delinquency is cured.

12) Procedure for Amending the Contract. Either party can request the other to consider an amendment of the AGREEMENT. Any proposed amendments shall be made in writing. Amendments may be made if they are mutually acceptable to RENTON and KCWD 90 and signed by both parties.

13) Access to Facilities and Records. Each party shall be entitled to inspect the facilities of the other at any reasonable time. Both parties agree to make mutually available such information or records as are at their disposal and as may be reasonably necessary to properly implement any section of this AGREEMENT.

14) Non-Assignability. Neither this AGREEMENT nor any interest therein shall be transferred or assigned by either party without prior written consent of both parties.

15) Termination. This AGREEMENT may be terminated in whole or in part by either party any time after one year from the date of this AGREEMENT, upon ninety (90) days written notice sent by certified mail to the other party.

DATED this 26 day of September, 2014

Authorized by Resolution No. 4257 of the City Council of the City of Renton, Washington, at its regular meeting held on 15 day of September, 2014.

**CITY OF RENTON**

By: *Denis Law*  
Denis Law, Mayor



ATTEST: *J. A. Seth*  
Jason Seth, Acting City Clerk

APPROVED AS TO LEGAL FORM:

*Lawrence J. Warren*  
Lawrence J. Warren, City Attorney

Approved by Resolution No. 979 of the Board of Commissioners of KCWD 90 WATER AND SEWER DISTRICT, of King County, Washington, adopted at its regular meeting held on 16<sup>th</sup> day of September, 2014.

**KING COUNTY WATER DISTRICT NO. 90**

By: *Thomas M. Hoffman*  
Thomas Hoffman, District Manager

ATTEST:

*Darcy [Signature]*

AGREEMENT  
FOR ESTABLISHING WATER UTILITY SERVICE AREA BOUNDARIES  
AS IDENTIFIED BY THE EAST KING COUNTY  
COORDINATED WATER SYSTEM PLAN

PREAMBLE

The Agreement for the water utility service area boundary identifies the external boundary of the service area for which the designated water purveyor has assumed direct retail water service responsibility. The responsibilities accepted by the water purveyor are outlined in the East King County Coordinated Water System Plan (CWSP), and as defined by the adopted rules and regulations of the Department of Social and Health Services (DSHS). This agreement does not give new authorities or responsibilities to the water purveyor or to the County or State regulatory agencies, but rather acknowledges the geographical area for these designated service responsibilities.

The terms used within this Agreement shall be as defined in the implementing regulations of Chapter 70.116 RCW, except as identified below.

1. East King County Critical Water Supply Service Area Map shall mean the map referenced in the Agreement as Attachment A for the retail service area, except as amended in accordance with the CWSP procedures and with the concurrence of the affected water purveyors.
2. Retail Service Area shall mean the designated geographical area in which a purveyor shall supply water either by direct connection, by a satellite system, or through interim service by an adjacent utility or Satellite System Management Agency under agreement with the designated utility.
3. Wholesale Service Area shall mean the designated geographical area in which a purveyor, a group of purveyors, or another organization provides water to other water purveyors on a wholesale basis. A wholesale water supplier shall not provide water to individual customers in another purveyor's retail service area except with the concurrence of the purveyor responsible for the geographical area in question.
4. Lead Agency for administering the Agreement For Establishing Water Utility Service Area Boundaries shall be the King County Parks, Planning, and Resources Department, Building and Land Development Division, unless otherwise established by amendment to the CWSP.

The authority for this Agreement is granted by the Public Water System Coordination Act of 1977, Chapter 70.116 RCW.

WHEREAS, Such an Agreement is required in WAC 248-56-730, Service Area Agreements-Requirement, of the Public Water System Coordination Act; and

WHEREAS, Designation of retail water service areas, together with the cooperation of utilities, will help assure that time, effort, and money are best used by avoiding unnecessary duplication of service; and

WHEREAS, Definite future service areas will facilitate efficient planning for, and provision of, water system improvements within East King County as growth occurs; and

WHEREAS, Definite retail and wholesale service areas will help assure that water reserved for public water supply purposes within East King County will be utilized in the future in an efficiently planned manner,

NOW, THEREFORE, the undersigned party, having entered into this Agreement by signature of its authorized representative, concurs with and will abide by the following provisions:

Section 1. Service Area Boundaries. The undersigned party acknowledges that the East King County Critical Water Supply Service Area Map, included as Attachment A to this Agreement and as may be subsequently updated, identifies the utility's future water service area. The undersigned further acknowledges that there are no service area conflicts with adjacent water utilities, or, where such conflicts exist, agrees that no new water service will be extended within disputed areas until such conflicts are resolved.

Section 2. Common Service Area Transfer. It is understood that utilities may initially continue existing water service within the boundaries of neighboring utilities, as defined in Section 1 hereof. Such common service areas, if they exist, are described in Attachment B to this agreement. Also included in Attachment B are copies of, or a list of, all resolutions, ordinances, or agreements enabling these uncontested overlays. The undersigned party agrees that any water line for retail service extending outside of the retail service area boundary, as set forth in Section 1, shall be phased out and service transferred to the designated adjacent utility on an economic basis or by mutual agreement.

Economic basis considerations may include, but are not limited to:

- (a) A determination by the present owner of service lines that maintenance, repair, and/or replacement costs exceed attributable income.
- (b) Planned or imminent major street improvements or major improvements to either or both water systems which include an opportunity to transfer service.

The terms of the transfer of service area described in this Section shall be established in a separate agreement among the adjacent utilities whose boundaries are affected.

Section 3. Boundary Streets. Unless separate agreements exist with adjacent utilities concerning water services or other utility services, this party agrees that the water utility which is located to the north and/or east of boundary streets between this party and adjacent utilities will be entitled to provide future water service on both sides of those streets. Depth of service on boundary streets shall be limited to one platted lot or as otherwise agreed by the utilities. Existing services on boundary streets shall remain as connected unless transfer of service is agreed to by both parties, as per Section 2. These provisions do not disallow the placement of mains in the same street by adjacent utilities where geographic or economic constraints require such placement for the hydraulic benefit of both utilities.

Section 4. Boundary Adjustments. If, at some time in the future it is appropriate for the undersigned party to make service area boundary adjustments, such modifications must receive written concurrence (which shall not be unreasonably withheld) of all utilities that would be directly affected by such a boundary adjustment and the proper legislative authority(ies). This provision does not apply where boundary adjustments are made as a result of municipal annexations or incorporations, nor is it intended to modify the provisions of state law. These written modifications must be noted and filed with the designated King County lead agency and DSHS. It is understood by the undersigned party that if, as provided by RCW 70.116.040, it is unable to provide service within its designated service area boundary it may decline to do so. But, in that case, an applicant may be referred to other adjacent utilities, to a pre-qualified Satellite System Management Agency (SSMA), or a new utility may be created and the original service area boundary will be adjusted accordingly.

Section 5. Service Extension Policies. The undersigned party agrees that in order to expand its water service area, other than by addition of retail customers to existing water mains, or to serve in the capacity of a pre-qualified SSMA, it shall have adopted design standards and Utility Service extension policies. The design standards shall meet or exceed the East King County Minimum Design Standards.

Municipalities further agree that if they identify a service area outside of their existing municipal corporate boundaries, the municipality will assume full responsibility for providing water service equivalent to (excluding rates and charges) the level of service provided for their inside-city customers. This will be in conformance with applicable land use policies.

This agreement by reference includes the following attachments:



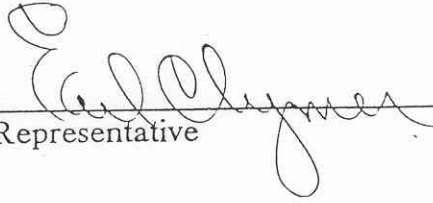
Attachment A - East King County Critical Water Supply Service Area Map. (see Section 1)

Attachment B - Common Service Area Agreement - Optional - Utility may attach copies or list such agreements if relevant. (see Section 2)

IN WITNESS WHEREOF, the undersigned party has executed this Agreement as of October 18, 1989.

CITY OF RENTON

\_\_\_\_\_  
Water Utility

  
\_\_\_\_\_  
Representative

\_\_\_\_\_  
Mayor

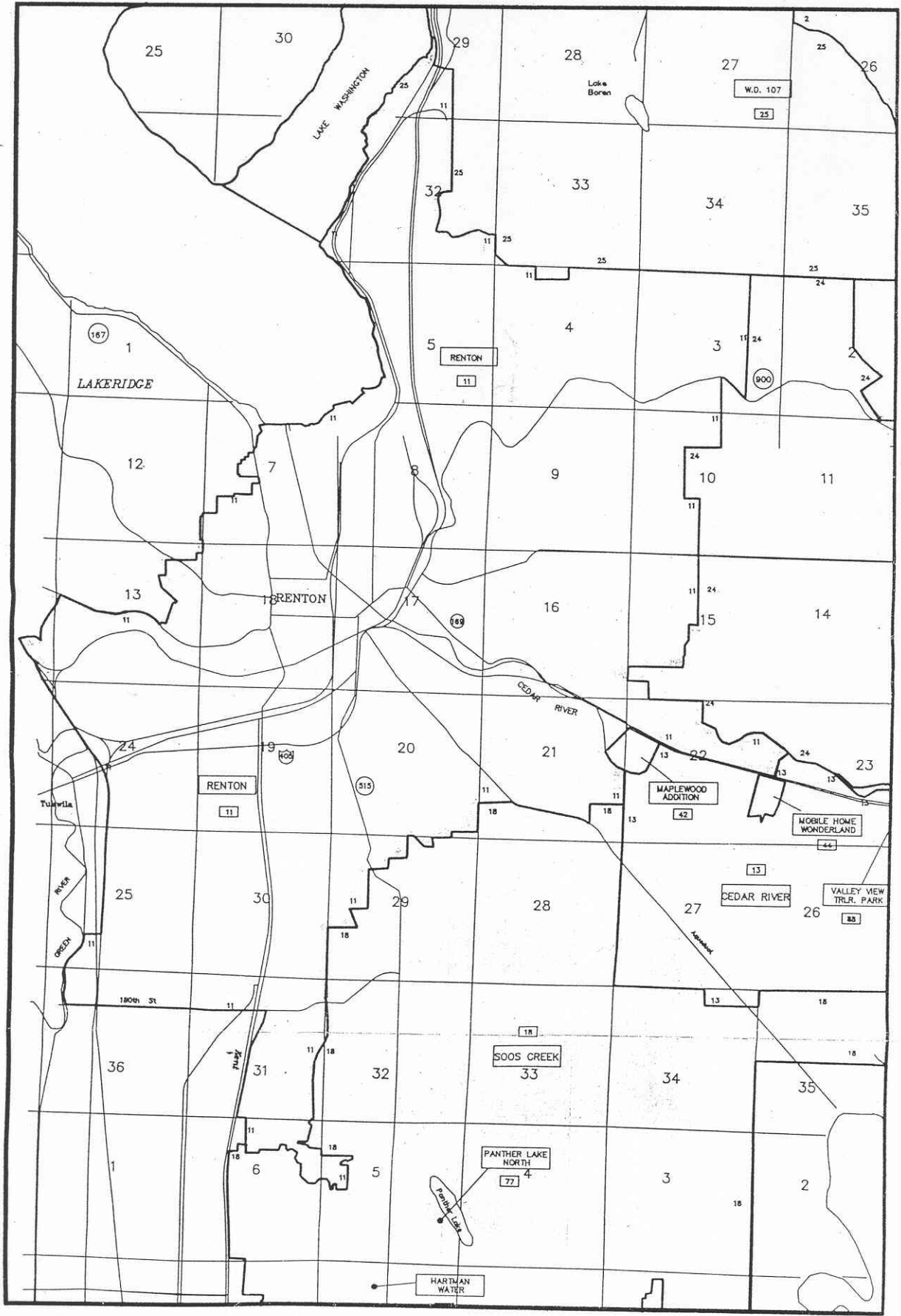
\_\_\_\_\_  
Title

Receipt Acknowledged:

ATTEST:   
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
King County Parks, Planning, and  
Resource Department

\_\_\_\_\_  
Date



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Lake Boran

W.D. 107

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BRENTON

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CEDAR RIVER

RENTON

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21

MAPLEWOOD ADDITION

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MOBILE HOME WONDERLAND

44

Tulaville

24

9

515

11

18

11

13

11

24

13

13

REDA RIVER

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30

11

29

28

27

26

VALLEY VIEW TRRL. PARK

23

180th St

36

31

11

32

SOOS CREEK

33

34

35

PANTHER LAKE NORTH

77

3

2

PANTHER LAKE

HARTMAN WATER

AGREEMENT  
FOR ESTABLISHING WATER UTILITY SERVICE AREA BOUNDARIES  
AS IDENTIFIED BY THE  
SKYWAY COORDINATED WATER SYSTEM PLAN

PREAMBLE

This agreement for water utility service area boundaries identifies the external boundaries of the service areas for which the designated water purveyors will assume direct water service responsibility. The responsibilities associated with this agreement are essentially identified in the Skyway Coordinated Water System Plan (CWSP), and as defined by the adopted rules and regulations of the Washington State Department of Social and Health Services (DSHS).

This agreement does not give new authorities or responsibilities to the water purveyors or to the County or State regulatory agencies, but rather acknowledges the geographical area for these designated service responsibilities. The term of this agreement will be 5 years from the approval date of the CWSP, consistent with WAC 248-56-760(1).

The terms used within this agreement shall be as defined in the implementing regulations of Chapter 70.116, RCW, except as identified below.

1. SKYWAY OVERALL WATER SERVICE AREA MAP shall mean the map referenced in the agreement as Attachment A which represents the overall water service areas for the Skyway Critical Water Supply Service Area including agreed upon changes to existing water service areas, except as may be amended in accordance with the CWSP procedures and with the concurrence of the affected water purveyors.
2. WATER SERVICE AREA shall mean the designated geographical area in which a water utility shall supply water, as identified in Attachment A.
3. TRANSFER AREA shall mean that portion of a water service area presently served by one utility but which under the terms of this agreement shall be transferred to another designated utility within a specified time frame, provided that the specific terms of the transfer are acceptable to the parties to the transfer and that such transfer complies with all statutory requirements relating to the transfer by one municipality to another of a water system and service area.
4. LEAD AGENCY for administering the Skyway critical water supply service area agreements and service area maps shall be the King County Building and Land Development (BALD) Division, Parks, Planning and Resources Department, unless otherwise established by amendment to the CWSP.

The authority for this agreement is granted by the Public Water System Coordination Act of 1977, Chapter 70.116, RCW.

WHEREAS, such an agreement is required in accordance with WAC 248-56-730, "Service Area Agreements-Requirements," and

WHEREAS, the designation of retail water service areas, together with the cooperation of utilities, will help assure that time, effort and money are best used by avoiding unnecessary duplication of service, and

WHEREAS, definite future changes to existing service area boundaries as well as definite future service areas for those areas of Skyway not presently served will facilitate efficient planning for, and provision of, water system improvements to accommodate future development;

NOW, THEREFORE, the undersigned utility, having entered into this agreement by signature of its authorized representative, concurs with and will abide by the following provisions:

SECTION 1. Service Area Boundaries. The undersigned utility acknowledges that the Skyway Overall Water Service Area Map, included as Attachment A to the agreement, identifies the utility's proposed new water service area. Existing service areas are identified in the CWSP. The undersigned also acknowledges that there are no water service area conflicts with adjacent water utilities, or, where such conflict exists, agrees that no new water service will be extended within the disputed area until such conflict shall be resolved.

SECTION 2. Transfer Areas. It is understood that utilities may initially continue providing water service within existing service areas which are within the boundaries of adjacent water service areas, as defined in Section 1 hereof, and which shall be known as transfer areas. Such transfer areas, if they exist for the undersigned utilities, are described in Attachment B to this agreement. The undersigned utility agrees that any retail water service line extending outside of the proposed new service area boundary, as set forth in Section 1, shall be phased out and service transferred to the designated adjacent utility on an economic basis or by mutual agreement within the time frames indicated Attachment B.

Economic basis considerations may include, but are not limited to:

- (a) A determination by the present owner of service lines that maintenance, repair and/or replacement costs exceed attributable income.
- (b) Planned or imminent major street improvements or major improvements to either or both water systems which include an opportunity to transfer service.

SECTION 3. Service Within Transfer Areas. Provisions detailing responsibilities of each utility with regards to interim service, financial arrangements, facility extension, repair or replacement, and customer service issues within any transfer area, and the terms of the transfer of the service area, as specified in Section VII of the Skyway CWSP, shall be established in a separate agreement among adjacent utilities whose boundaries are affected. Financial responsibility for new facilities in transfer areas will be the responsibility of the benefitting property owners.

SECTION 4. Service Area Boundary Lines. Unless separate agreements exist with adjacent utilities, the undersigned agrees that the centerlines of public streets, roads or highways shall not be used to define any part of a service area boundary. Depth of service on boundary streets shall be limited to one platted lot or as otherwise agreed upon by the utilities. Existing services on boundary streets shall remain as connected unless transfer of service is agreed to by both parties, as per Section 2. Nothing in this agreement shall prohibit the placement of water mains in the same street by adjacent utilities where geographic or economic constraints require such placement for the hydraulic benefit of both utilities.

SECTION 5. Boundary Adjustments. If, at some time in the future, it is in the best interest of the undersigned to make adjustments to the service areas agreed to herein, such modifications must be by written concurrence of all involved utilities and the proper legislative authorities. These written modifications must be noted and filed with the designated King County lead agency and DSHS.

This agreement by reference includes the following attachments:

ATTACHMENT A Skyway Overall Water Service Area Map.  
ATTACHMENT B Transfer Area Descriptions.  
ATTACHMENT C Transfer Area Agreements. (Optional - Utility may attach copies or list such agreements if relevant).

IT WITNESS WHEREOF, the undersigned party has executed this agreement as of the 18<sup>th</sup> day of October, 1989.

CITY OF RENTON  
Water Utility  
Earl Dwyer  
Signature of Representative  
\_\_\_\_\_  
Mayor  
Title

Receipt Acknowledged:

ATTEST: Maureen B. Mator  
City Clerk

\_\_\_\_\_  
King County; Parks, Planning and  
Resource Department

Date: \_\_\_\_\_

SKYWAY CWSSA BOUNDARY

# PLATE VI-1 RECOMMENDED SERVICE AREA BOUNDARIES



AREA TO BE SERVED BY  
RENTON IF ANNEXED

Produced by:  
**UDR**  
Horien, Dancy & Associates, Inc.  
10000 1st Avenue, Suite 100  
Seattle, WA 98148

## ATTACHMENT B

### TRANSFER AREAS

- Establish Water District No. 14/Renton Service Areas; 1990;
- Merge Water District No. 14 with Lakeridge Water District to form Bryn Mawr-Lakeridge Water and Sewer District - Complete any necessary annexations to achieve Recommended Service Areas; 1989;
- Seattle takeover of Water District No. 57; 1990;
- Seattle takeover of Water District No. 125 customers east of railroad right-of-way; 1994;
- Seattle takeover of Water District No. 25 customers east of railroad right-of-way; 1990;
- Seattle takeover of Creston Water Association; 1990;
- Seattle takeover of City of Tukwila customers east of railroad right-of-way; 1989;
- Seattle takeover of Skyway water customers; Phased 1991-93;
- Renton takeover of City of Seattle individual connections to the Cedar River Pipeline; 1990;
- Renton takeover of City of Seattle customers south of Empire Way South; 1993;
- Tukwila - Water District No. 125 transfer of services east of Interstate Highway 5 and west of railroad right-of-way; 1989-1994;
- Tukwila takeover of Water District No. 25 customers east of the Duwamish River and west of the railroad right-of-way; 1990;
- Water District No. 125 takeover of Water District No. 25 customers west of the Duwamish River; 1990;
- Renton takeover of City of Seattle customers north of Empire Way South; as annexation occurs.

**FIRST ADDENDUM TO  
CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT  
AGREEMENT FOR THE TRANSFER OF FACILITIES  
AND FOR  
THE ESTABLISHMENT OF SERVICE BOUNDARIES**

**THIS ADDENDUM**, made and entered into this 26<sup>th</sup> day of January, 2004, by and between the **CITY OF RENTON**, a Washington municipal corporation, hereinafter referred to as "the City", and **SOOS CREEK WATER AND SEWER DISTRICT**, a Washington municipal corporation, hereinafter referred to as "the District", both being duly organized and existing under and by virtue of the laws of the State of Washington,

**WITNESSETH:**

WHEREAS, with effective date of the 6<sup>th</sup> day of August, 1991, the City and the District entered into the following agreement:

**CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT  
AGREEMENT FOR THE TRANSFER OF FACILITIES  
AND FOR  
THE ESTABLISHMENT OF SERVICE BOUNDARIES**

(1991 AGREEMENT); and

WHEREAS, by mutual agreement, in 1997 the City and the District amended the boundaries as contained in the Agreement by the execution of the following agreement

**CITY OF RENTON and SOOS CREEK WATER AND SEWER DISTRICT  
INTERLOCAL AGREEMENT FOR THE  
ESTABLISHMENT OF SERVICE BOUNDARIES**

(1997 AGREEMENT); and

WHEREAS, the 1997 AGREEMENT left all obligations of the 1991 AGREEMENT intact, changing only the service area descriptions of the 1991 AGREEMENT; and



WHEREAS, the parties now desire to modify the 1991 AGREEMENT as to both terms and service area; and

WHEREAS, the 1991 AGREEMENT as modified by the 1997 AGREEMENT, and by this Addendum, will continue to provide for maximum efficient use of existing and future facilities, and orderly and efficient water and sanitary sewer system planning.

**NOW, THEREFORE:**

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

- 1. Sale of Springbrook Area Sewer System to Renton.** The parties have agreed that in consideration of the mutual agreements contained herein, that all payment obligations contained in Section 6. and Section 7. of the 1991 AGREEMENT regarding the sale of the Springbrook Sewer System to Renton shall be deemed to have been satisfied in full, and Renton shall have no further payment or accounting obligation there for.
- 2. Amended Terms for Service and Payment by District for Stonehaven Area.** The parties agree that as an alternative the District may connect the Stonehaven and adjacent area , as shown on Exhibit "A" which is by reference incorporated herein, to the South 47<sup>th</sup> Street sewer line of Renton, generally in the manner shown on said Exhibit. In the event of such alternate connection, and in consideration thereof, the District shall pay one half of the General Facilities Charges it collects from such area to Renton, after the property owner has made such payment to the District. Total payment will be dependent upon the number of units utilizing such alternate connection, when the charge is paid, the rate at the time of connection, and the number of units developed.
- 3. Termination on Build-out.** The terms hereof with regard to the Stonehaven and adjacent area shall terminate and be of no further force or effect upon completion of build-out within that area.
- 4. Remaining Obligations Intact.** Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either the City or the District pursuant to either the 1991 AGREEMENT or the 1997 AGREEMENT, previously executed by the parties, except as specifically set forth herein.

Approved by Resolution No. 3681 of the City Council of the **CITY OF RENTON**, Washington, at its regular meeting held on the 22<sup>nd</sup> day of December, ~~2004~~. <sup>2003</sup>

**CITY OF RENTON**

By: Kathy Keolker - Wheeler

Title: Kathy Keolker-Wheeler, Mayor

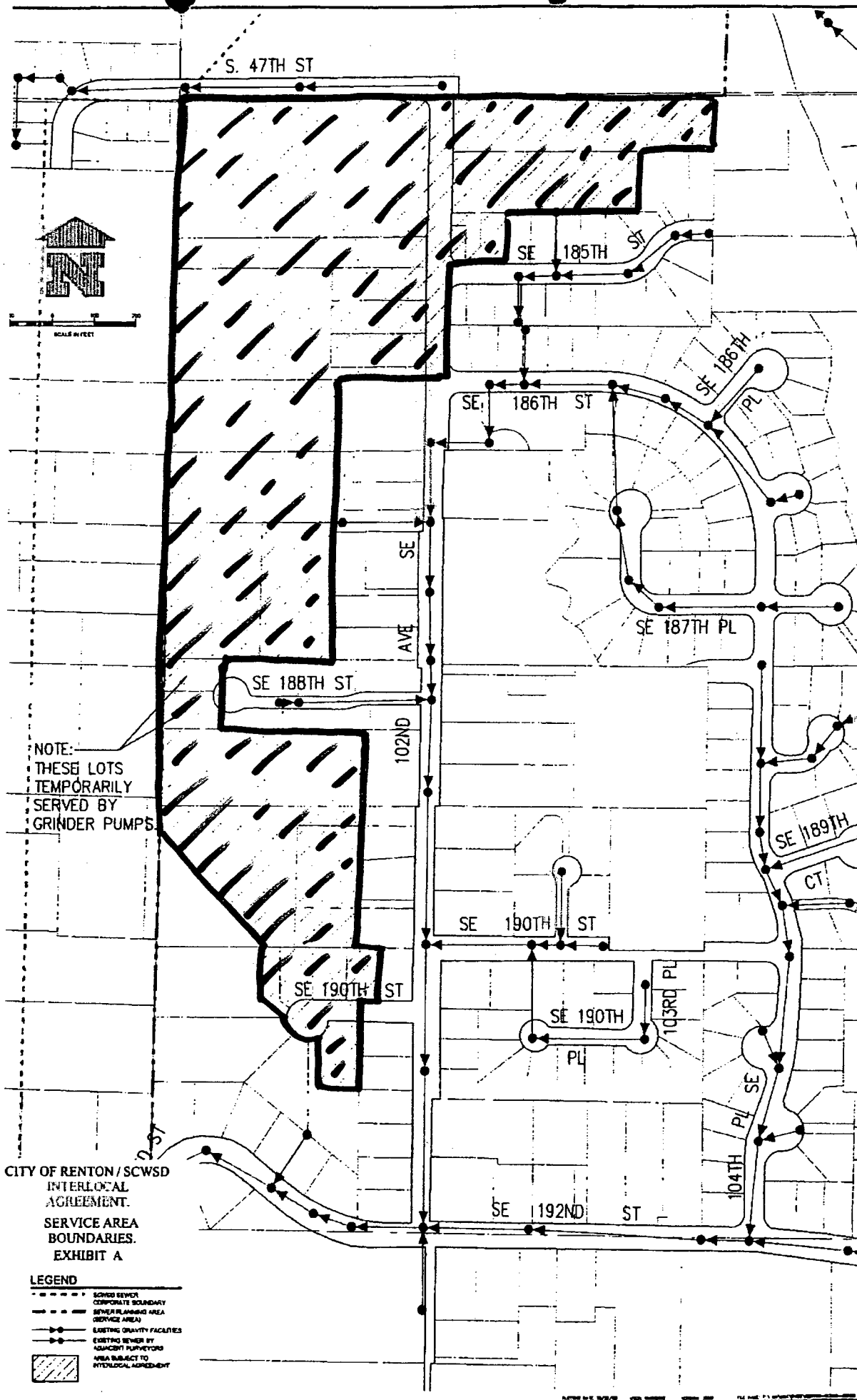
Attest: Bonnie I. Walton  
City Clerk - Bonnie I. Walton

Approved by Resolution No. 2545-S of the Board of Commissioners of **SOOS CREEK WATER AND SEWER DISTRICT** of King County, Washington, at its regular meeting held on the 7th day of January, ~~2003~~, 2004.

**SOOS CREEK WATER AND SEWER DISTRICT**

By: Philip W. Sullivan  
Philip Sullivan, President of Board

By: Randy Reece  
Clement Quanrud, Secretary of Board  
Randy Reece, Acting



NOTE:  
THESE LOTS  
TEMPORARILY  
SERVED BY  
GRINDER PUMPS

CITY OF RENTON / SCWSD  
INTERLOCAL  
AGREEMENT.  
SERVICE AREA  
BOUNDARIES.  
EXHIBIT A

- LEGEND**
- SCHWAB SEWER
  - - - CORPORATE BOUNDARY
  - - - SEWER PLANNING AREA (SERVICE AREA)
  - EXISTING GRAVITY FACILITIES
  - EXISTING SEWER BY ADJACENT PURVEYORS
  - ▨ AREA SUBJECT TO HYDROLOGICAL AGREEMENT

**2008 ADDENDUM TO  
CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT  
AGREEMENT FOR THE TRANSFER OF FACILITIES  
AND FOR  
THE ESTABLISHMENT OF SERVICE BOUNDARIES**

**THIS ADDENDUM**, made and entered into this 18<sup>th</sup> day of July, 2008, by and between the **CITY OF RENTON**, a Washington municipal corporation, hereinafter referred to as "the City", and **SOOS CREEK WATER AND SEWER DISTRICT**, a Washington municipal corporation, hereinafter referred to as "the District", both being duly organized and existing under and by virtue of the laws of the State of Washington,

**WITNESSETH:**

WHEREAS, with effective date of the 6<sup>th</sup> day of August, 1991, the City and the District entered into the following agreement:

CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT  
AGREEMENT FOR THE TRANSFER OF FACILITIES  
AND FOR  
THE ESTABLISHMENT OF SERVICE BOUNDARIES

(1991 AGREEMENT); and

WHEREAS, by mutual agreement, the Agreement has been modified from time to time as to the boundaries of the City and District service areas to reflect service issues regarding the timing of various developments by the City and the District; and

WHEREAS, the parties now desire to again modify the AGREEMENT as to service area; and

WHEREAS, the 1991 AGREEMENT, as modified by this Addendum, will continue to provide for maximum efficient use of existing and future facilities, and the orderly and efficient water and sanitary sewer system planning.

**NOW, THEREFORE:**

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

1. **Service Area Boundaries.** The parties have agreed that in consideration of the mutual agreements contained herein, the service area boundaries between the City and the District shall be modified as shown in Exhibit A hereto, which is incorporated herein by this reference.

2. **Amended Terms for Service by District.** The parties agree that the District may install a mainline sewer line in South 28<sup>th</sup> Street, which may serve into the City's sewer collection system.

3. **Amended Terms of Payment by District.** In consideration of the foregoing, the District will pay 50% of the collected General Facility Charges collected for the lots that connect to a mainline sewer line to be installed in South 28<sup>th</sup> Street to the City; such lots are identified in Exhibit B hereto, which is incorporated herein by this reference.

3. **Remaining Obligations Intact.** Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either the City or the District pursuant to either the 1991 AGREEMENT, or any amendments thereto, except as specifically set forth herein.

Approved by Resolution No. 3957 of the City Council of the CITY OF RENTON, Washington, at its regular meeting held on the 14<sup>th</sup> day of July, 2008.

CITY OF RENTON

By: \_\_\_\_\_

*Denis Law*

Title: Denis Law, Mayor

Attest: \_\_\_\_\_

*Bonnie I. Walton*

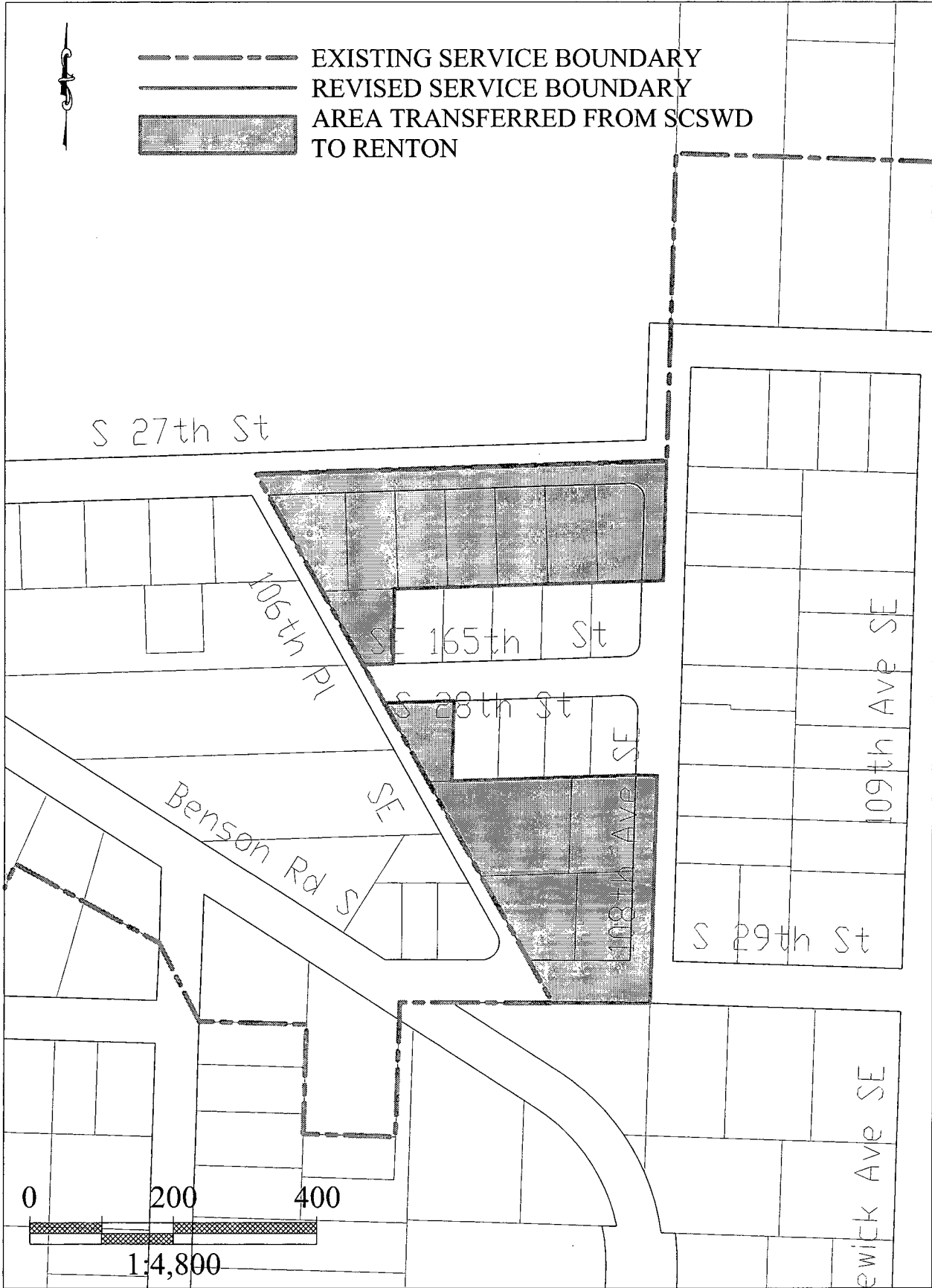
City Clerk - Bonnie I. Walton

Approved by Motion of the Board of Commissioners of **SOOS CREEK WATER AND SEWER DISTRICT** of King County, Washington, at its regular meeting held on the 5 day of MAY, 2008.

**SOOS CREEK WATER AND SEWER DISTRICT**

By:   
\_\_\_\_\_  
Ron Speer, District Manager

# EXHIBIT "A"



# EXHIBIT "B"





## CITY OF RENTON &amp; SOOS CREEK WATER AND SEWER DISTRICT

AGREEMENT FOR THE TRANSFER OF FACILITIES  
AND FOR  
THE ESTABLISHMENT OF SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into this 6th day of August, 1991, by and between SOOS CREEK WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "THE DISTRICT", 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, THE DISTRICT is qualified to provide water and sewer service within its prescribed area; and

WHEREAS, RENTON is qualified to provide public services, including water and sewer service, within its prescribed area; and

WHEREAS, THE DISTRICT has constructed, and has managed, operated, and maintained certain water and/or sewer facilities which exist in areas which have been annexed by RENTON, and which can most efficiently be managed, operated, and maintained by RENTON in conjunction with other facilities in the City; and

WHEREAS, bond covenants, resolutions, and other agreements of THE DISTRICT require that certain steps be taken, and certain financial arrangements made, as part of any transfer of facilities from THE DISTRICT to another party; and

WHEREAS, it is in the best interest of both parties to have RENTON administer the collection of General Facilities Charges on behalf of, and to be passed on to, THE DISTRICT for those areas herein described to be transferred to RENTON for management, operation, and maintenance; and

WHEREAS, it is in the public interest for the parties herein to enter into an agreement to provide for the efficient planning and development of new water and sewer services in areas which may be served by either, or both, of the parties herein; now therefore,

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

1. Water service by THE DISTRICT within RENTON City Limits. THE DISTRICT shall provide water service to the properties within THE RENTON City Limits described in attached Exhibit "A", and as shown in attached Figure 1.

Any new construction within the current RENTON City Limits by THE DISTRICT for water service shall be in compliance with RENTON requirements including; materials, techniques, fire flow, and all other standards. Existing watermains are excepted, provided that any upgrading or replacement shall be in compliance with said RENTON requirements.

Future transfer of service areas shall be by mutual agreement to be determined at that time. Any new or replacement facilities after the date of this agreement shall be transferred to RENTON at no cost if constructed by developer, but RENTON shall reimburse THE DISTRICT for the value of any DISTRICT construction not yet fully depreciated, at an amount equal to the remaining amount to be depreciated.

2. Water Service by THE DISTRICT Within RENTON City Limits Without Annexation to THE DISTRICT. THE DISTRICT shall provide water service to the following areas within the City Limits which are not within DISTRICT boundaries, and by agreement will not require annexation (also shown in attached Figure 1):

- a) Spring Glen Elementary School.
- b) The West 340.00 feet of the East 670.00 feet of the South 305.00 feet of Section 20, Township 23 North, Range 5 East, W.M., less City and/or County Road.

Any new construction within the RENTON City Limits by THE DISTRICT for water service shall be in compliance with RENTON requirements including: materials, techniques, fire flow, and all other standards. Future transfer of service area shall be by mutual agreement to be determined at the time any facilities change hands.

3. RENTON Provide Water Service Within DISTRICT Limits. The following areas have already been transferred to RENTON for service, or are herein released to RENTON for provision of water service by RENTON at no further charge for the transfer of such service area. THE DISTRICT releases all claim to water service within the areas described in Exhibit "B", and as shown in attached Figure 1.

4. Water Service Area Boundary Between RENTON and THE DISTRICT. The attached Exhibit "C" describes the line separating the RENTON water service area from THE DISTRICT water service area. RENTON shall provide ultimate service for the area North and West of the line described. THE DISTRICT shall provide ultimate service for the area South and East of the line described. This line is also shown in attached Figure 1.
5. PONDEROSA ESTATES: Sale of Sewer System to RENTON. The facilities listed below (and on As-Built page A-43 referenced) and the area as described in attached Exhibit "D", and as shown in attached Figures 2 and 3, are hereby transferred (sold) to RENTON by THE DISTRICT. THE DISTRICT agrees to allow the Ponderosa Estates sewer mains to remain connected to lines belonging to THE DISTRICT. THE DISTRICT further agrees not to charge RENTON for any maintenance of the lines so impacted, so long as RENTON agrees to, and continues to, notify THE DISTRICT whenever maintenance of the lines in Ponderosa Estates will be performed. Furthermore, that the RENTON maintenance crews take steps to minimize the amounts of solids or chemicals which would otherwise be released into the downstream lines as a result of such maintenance. This will allow THE DISTRICT to coordinate maintenance with the action of RENTON maintenance operations. The lines so included are as follows:

<u>Soos Creek (Cascade) As-Built Page No.</u>	<u>Manhole Run (Will Include Upstream Manhole)</u>	<u>Length (Feet)</u>	<u>Diameter (Inches)</u>	<u>Street</u>
<u>PONDEROSA ESTATES</u>				
A-43	No. 104 to 207	400.0	8 Conc.	116th Ave. S.E.
A-43	No. 100 to 201	173.0	8 Conc.	118th Ave. S.E.
A-43	No. 201 to 202	96.0	8 Conc.	118th Ave. S.E.
A-43	No. 202 to 203	250.0	8 Conc.	118th Ave. S.E.
A-43	No. 203 to 204	210.0	8 Conc.	S.E. 156th St.
A-43	No. 203 to 205	300.0	8 Conc.	118th Ave. S.E.
A-43	no. 205 to 206	308.0	8 Conc.	118th Ave. S.E.

- a) Latecomers: None due.
- b) General Facilities Charge: None due.
- c) Portion of Monthly Service Charge to Cover Bond Indebtedness

As described in Soos Creek Water and Sewer District Resolution No. 0145C, based upon outstanding debt, the fraction of THE DISTRICT represented by the area of concern, and the portion of the indebtedness which is to be paid by the monthly service charges (and not by U.L.I.D. assessments). That amount is:

Ponderosa Estates = \$17,488.10

Amount calculated as follows:

Number of Connections in Ponderosa Estates:	35
Number of Connections in Sewer Area:	18,619
Debt Retirement in 1990:	\$1,881,554
Amount Retired by U.L.I.D. Assessments in 1990:	\$771,900
Amount Retired by Service Charge in 1990:	\$1,109,654 (Difference)
Amount Retired per Connection in 1990:	\$59.598
Debt Retired in Full in 2003. Remaining Years:	12
Present Value to Cover Indebtedness (6%):	35 Connections x \$59.598 x 8.38384 = \$17,488.10

RENTON agrees to compensate THE DISTRICT the amount of \$17,488.10 as detailed above, for this portion, within 60 days after the date of this agreement.

6. SPRINGBROOK AREA: Sale of Sewer System to RENTON. The facilities involved are as listed below (and as shown in figure 4 and on As-built pages referenced, Figures 5-10) and the area is as described in attached Exhibit "E".

Soos Creek (Cascade) As-Built No.	Manhole Run (Will Include Upstream Manhole)	Length (Feet)	Diameter (Inches)	Street
K-25	No. 80-14 to 80-15	242.0	18 Conc.	SR 167 (Crossing)
K-35	No. 80-15 to 34-0A	140.3	12 PVC	S. 192nd St.
K-35	No. 34-0A to 34-1	25.9	12 PVC	S. 192nd St.
K-35	No. 34-1 to 34-2	353.7	12 PVC	S. 192nd St.
K-35	No. 34-2 to 34-3	375.0	12 PVC	S. 192nd St.
K-35	No. 34-3 to 34-3A	105.5	12 PVC	S. 192nd St.
K-35	No. 34-3A to 34-4	233.5	12 PVC	S. 192nd St.

Soos Creek (Cascade) As-Built No.	Manhole Run (Will Include Upstream Manhole)	Length (Feet)	Diameter (Inches)	Street
K-36	No. 34-4 to 34-5	368.0	12 PVC	S. 192nd St.
K-36	No. 34-5 to 34-6	147.0	12 PVC	S. 192nd St.
K-36	No. 34-6 to 34-16	399.0	8 PVC	96th Ave. S.
K-36	No. 34-16 to 34-17	249.1	8 PVC	96th Ave. S.
K-37	No. 34-6 to 34-7	400.0	8 PVC	96th Ave. S.
K-37	No. 34-6 to 34-12	403.0	12 PVC	S. 192nd St.
K-37	No. 34-12 to 34-13	377.2	12 PVC	S. 192nd St.
K-37	No. 34-13 to 34-14	192.9	12 DIP	Easement
K-37	No. 34-14 to 34-15	288.0	12 PVC	Easement
K-38	No. 34-7 to 34-8	400.0	8 PVC	97th Ave. S.
K-38	No. 34-8 to 34-9	400.0	8 PVC	97th Ave. S.
K-38	No. 34-9 to 34-10	400.0	8 PVC	97th Ave. S.
K-38	No. 34-10 to 34-11	400.0	8 PVC	97th Ave. S.
K-40	No. 34-17 to 34-26	179.0	8 PVC	96th Ave. S.

- a) Latecomers (From U.L.I.D. No. 34)  
Property 062205-9002 440 L.F. @ \$35.89 per Lineal Foot  
Property 793100-0120 170 L.F. @ \$35.89 per Lineal Foot +  
\$275.00 for Stub  
Property 062205-9002 latecomer (\$15,791.60) to be collected by  
RENTON and paid through to THE DISTRICT at the time of connection.

Property 793100-0120 is now RENTON property. However, it is in the "watershed" and will never be developed, and is therefore not benefitted by the sewer. It is agreed that no payment need be made to Soos Creek at this time. If the property is ever developed, or a facility requiring sewers is placed on the property, then a latecomer amount of \$6,376.30 shall be paid to THE DISTRICT by RENTON within 60 days after the date of connection to the sewer.

b) General Facilities Charge

The 1991 General Facilities Charge for this basin is \$0.0531 per square foot, with a minimum of \$531.00 per unit, or customer equivalent. Payable, at RENTON's discretion, to THE DISTRICT by RENTON, on the schedule as listed below. THE DISTRICT shall advise RENTON of current General Facilities Charges, and any changes to those charges as they occur. Area is described in attached Exhibit "E", and shown in attached Figure 4.

Tributary Area: 6,000,000 S.F. (Total area, less 25% for rights-of-way.)

Option No. 1 - General Facilities Charge of \$199,200 if paid by June 1, 1991.

Option No. 2 - General Facilities Charge of \$258,900 if paid between June 2 and December 31, 1991.

Option No. 3 - If payment has not been made by December 31, 1991, the current General Facility Charge must be paid at the time of connection.

If not paid according to Option No. 1 or Option No. 2 above, RENTON shall inform THE DISTRICT whenever an agreement is made for sewer service in this area by RENTON, and RENTON shall pay said charges to THE DISTRICT in accordance with Option No. 3, after the property owner has made such payment to RENTON, as described in Section 7. Total payment will be dependent upon when the charge is paid, the rate at the time of connection, and the number of units developed.

c) Portion of Monthly Service Charge to Cover Bond Indebtedness

Amount for Springbrook Area: \$7,994.56

Amount calculated as follows:

Number of Connections in Area: 16 (of 18,619 in Total District)

Amount Retired by Service

Charges in 1990: \$1,109,654 (\$59.598 per Connection)

Present Value of 12 Years of  
Repayment: 16 Connections x \$59.598 x 8.38384  
= \$7,994.56

RENTON agrees to compensate THE DISTRICT the amount of \$7,994.56 as detailed above, for this portion effective the date of the agreement and due within 60 days.

7. Notification of THE DISTRICT of New Connections, and Payment of THE DISTRICT's General Facilities Charge. Notification shall be made by RENTON to THE DISTRICT at the time of connection of any property in the Springbrook Interceptor Service area. The notification shall be accompanied by a plot plan, or letter, indicating the square footage of the property, and including payment to THE DISTRICT of THE DISTRICT's General Facilities Charges, as described in Section 6b, and based upon the then current rate, as reported to RENTON by THE DISTRICT. The General Facilities Charge shall be based upon the area of the property connected, or the number of dwelling units (or single-family equivalents if not residential), whichever is larger; except that, unserviceable and unusable portions of the property are not included in the calculation of the General Facilities Charge, except for those portions which also benefit the development of the property, such as being included in the normal setback requirements, or landscape requirements. Included in this exempt category are: roads and similar rights-of-way, open space required, wetlands, unusable steep-slope areas, and the setbacks for these restrictive conditions.
8. Transfer of Easement and Right-of-Way Documents. THE DISTRICT shall officially transfer the right-of-way documents for the facilities herein sold to RENTON, and RENTON agrees to accept responsibility for all maintenance or other actions required by said documents. THE DISTRICT shall not have any liability for disputes arising over said rights-of-way or easements so transferred, except that any disputes arising due to the actions of THE DISTRICT prior to said transfer shall not be affected by this section.
9. Disclaimer From Third Party Liability. The DISTRICT shall disclose any and all known defects or problems of or in the facilities herein transferred to RENTON. THE DISTRICT shall not be liable for any claims by third parties arising from acts or damages by RENTON or its customers in using the facilities sold to RENTON pursuant to this Agreement.

10. Sewer Service Area Boundary Between RENTON and THE DISTRICT. With the above transfer (sale) of existing facilities and service area, and reasonable service area limits corresponding to this action, the line separating the RENTON service area from THE DISTRICT service area for sanitary sewers is described in attached Exhibit "F", and is shown in attached Figure 11. RENTON shall provide ultimate service for the area north and west of the line shown. THE DISTRICT shall provide ultimate service for the area south and east of the line shown.
  
11. Maintenance of Existing Facilities. THE DISTRICT and RENTON will each provide maintenance for its own facilities. If there are any serious problems due to a discharge which can be identified, and for which the source can be identified, the individual or company responsible will be held liable for damage. If a lack of maintenance, or if the type of maintenance by either RENTON or THE DISTRICT is identified as the source of said problem, then the party creating, or allowing, the situation shall be responsible and shall pay the costs of repair. In case of dispute over the source or responsibility of said problems, the Municipality of Metropolitan Seattle (Metro) shall serve as arbitrator in identifying and quantifying said problems provided that said arbitration and/or any reports generated by an investigation by Metro, shall be binding upon both parties in resolution of the dispute.
  
12. Allowable Capacities in the Lines being Transferred, and at Points Further Downstream. There are no restrictions on the capacity of the sewers from Ponderosa Estates as long as they are consistent with the current use of the properties. There are currently 35 single family residences, and the property is fully developed. If this condition ever changes, a further review of the capacity of the system shall be performed, and an additional agreement shall be developed between the parties.

Capacity for the system in the Springbrook drainage basin shall be as follows:

AT TIMES OF SIMULTANEOUS PEAK FLOW

	SOOS CREEK (gpm)	CITY OF RENTON (gpm)	RESERVED FOR CITY OF KENT (gpm)
S. 192nd Street, at and below MH 34-3	1500	600	0



S. 192nd Street, at and below MH 34-0A	1800	1500	0
S. 192nd Street, at and below MH 80-14	3900	1500	0
West of MH 80-14	3900	1500	400

No connections, by either party, will be allowed between Manhole 34-0A and Manhole 80-15 except by mutual agreement.

Both parties agree that either may exceed this amount at the non-peak times, as long as there are no negative impacts, and the combined capacity of the system is not exceeded, and prior notification is given to the other party. It shall be the responsibility of each part to monitor its flow as and when necessary to determine what the flow rate characteristics of the system are. If the combined capacity of the system is exceeded, the party exceeding its allowable rate shall have the option of making revisions within its own system to bring its flows into compliance with this Section, or of paying for improvements to either system which will increase the available capacity of the systems. If both parties exceed their allowable rate, the cost of any new facilities will be divided based upon the ratio of the percentage by which each party is exceeding its allowable rate. If the allowable rate is exceeded at only one location, the ratio at that location will be used. If the rate is exceeded at more than one location, the ratio will be based upon the furthest east point at which the allowable rates are being exceeded. If a regular surcharge condition exists that is not due to a blockage problem, a previously agreed upon temporary situation such as re-routing for construction, or by either party exceeding its capacity, the DISTRICT shall have the option of making revision within its own system to bring its flows into compliance with this section, or of paying for improvements to either system which will resolve the surcharge condition. Both parties acknowledge and agree that the City of Kent is not a party to this agreement, and the amount referenced for the City of Kent is for reference only and could be the basis for a separate agreement in the future involving THE DISTRICT and the City of Kent, and involving RENTON if their rate allowance is at all to be affected.

13. Connection of THE DISTRICT to RENTON Facilities, or RENTON to THE DISTRICT Facilities. Connection of facilities of either RENTON or THE DISTRICT to facilities of the other, or to facilities tributary to facilities of the other, shall be coordinated by both parties to assure:

- a) Payment of appropriate charges,
- b) up-to-date accounting of connections,
- c) potential sources of debris, or construction damage, are identified, and

d) inspection of connection construction can be scheduled.

RENTON and THE DISTRICT shall each be responsible for maintenance of their own facilities, except as described in Section 11 above. Should damage of the facilities of one be traceable to a source within the jurisdiction of the other, RENTON and THE DISTRICT agree to assist each other in whatever action is necessary to identify, prosecute, fine, collect from, or otherwise deal with the responsible party.

14. Future Annexations to RENTON. The service areas listed in sections 1-7 of this AGREEMENT are the only areas of cross-service agreed to at this time. RENTON shall serve all other areas within RENTON without challenge by THE DISTRICT, based upon the City limits at the date of the agreement. THE DISTRICT shall serve all areas within THE DISTRICT's limits at the time of this agreement, except as previously detailed. Future annexation to RENTON shall not limit THE DISTRICT providing water or sewer service to those areas within THE DISTRICT limits to the standards of THE DISTRICT, even if there is conflict with RENTON standards, unless this is altered by future agreements. Future agreements may occur between RENTON and THE DISTRICT transferring additional, or future, services areas and/or facilities by mutual agreement.
15. DISTRICT Comprehensive Water and Sewer Planning. THE DISTRICT will submit the current and all future Comprehensive Water and/or Sewerage Plans and amendments thereto involving area and/or improvements within RENTON City Limits. The Comprehensive Water and/or Sewerage Plans and amendments shall be in compliance with RENTON requirements for service within RENTON, except where existing facilities may differ from RENTON requirements. No replacement or augmenting of the system shall be required at this time. As new facilities are planned and constructed within RENTON, they shall comply with RENTON technical standards then in effect.
16. Extensions of Utilities Across Properties. RENTON and THE DISTRICT agree that they will require property owners who must extend facilities to serve their property to extend said facilities to the far side of the property to provide a connection point for the future (or existing) facilities of the next property.
17. Recording of Agreement with King County. THE DISTRICT is hereby authorized to record a copy of a resolution in which a copy of this Agreement is incorporated with the office of the Auditor of King County, Washington, for the purposes of giving notice to all present and future owners of the real property described in Exhibit "E" that their properties are subject to the connection charges specified herein.

18. Submittal of Agreement to the Boundary Review Board. THE DISTRICT is hereby authorized to prepare a submittal to the Washington State Boundary Review Board for King County. THE DISTRICT and RENTON agree to be coproponents of the submittal, and to provide any support requested or required by King County or the Boundary Review Board in the review and approval process. RENTON agrees to pay THE DISTRICT for one-half of all costs involved in the submittal, review and approval process, to a maximum of \$3,000 (50 percent of \$6,000 estimated total expenses).
19. Sanctity of Agreement. This agreement constitutes the entire agreement of the parties, and there are no representations or oral agreements other than those listed herein, which vary the terms of this agreement. Future agreements may occur between the parties to transfer additional, or future, service areas and/or facilities by mutual agreement.
20. Obligations Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either THE DISTRICT or RENTON regarding provisions of water or sewer services to the properties described herein, or other properties, except as specifically set forth herein.

DATED this 6th day of August, 1991.

Approved by Ordinance No.      of the City Council of the City of RENTON, Washington, at its regular meeting held on          day of         , 19  .

CITY OF RENTON  
 By: Carl Dreymer  
 Title: Mayor  
 ATTEST: Marilyn Peterson  
 City Clerk

0666-S

Approved by Resolution No.    of the Board of Commissioners of SOOS CREEK WATER AND SEWER DISTRICT of King County, Washington, adopted at its regular meeting held on   18th   day of   April  , 1991.

SOOS CREEK WATER AND SEWER DISTRICT  
 By: Patrick J. Brazil  
 Title: Patrick J. Brazil, President Board of Commissioners

EXHIBIT "A"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR  
THE ESTABLISHMENT OF SERVICE BOUNDARIES  
(PROPERTIES WITHIN CITY LIMITS TO RECEIVE WATER SERVICE FROM DISTRICT)

May 23, 1991

- a) The Easterly half of the Southeast quarter of Section 31, Township 23 North, Range 5 East, W.M., less the Westerly 1,003.00 feet thereof.
- b) Beginning at the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East, W.M.;

Thence Northeasterly to a point 600.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northerly along a line parallel with and 550.00 feet East of the West line of said Northwest quarter to a point 900.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northwesterly to a point on said West line of the Northwest quarter of said Section 32, 1,200.00 feet North of the Southwest corner of said Northwest quarter;

Thence Northerly along said West line to the Northerly right-of-way margin of Carr Road;

Thence Easterly and Northeasterly along said Northerly right-of-way margin to the East line of the West half of the Northwest quarter of said Section 32;

Thence Southerly along said East line to the South line of said Northwest quarter;

Thence Westerly along said South line to the Southwest corner of said Northwest quarter and the Point of Beginning.

- c) Beginning at a point on the East line of the Southwest quarter of the Northwest quarter of Section 29, Township 23 North, Range 5 East, W.M., 100.00 feet South of the Northeast corner of said Southwest quarter;

Thence Westerly along the South line of the North 100.00 feet of said Southwest quarter to the West line of the East 100.00 feet of the West half of the Northwest quarter of said Section 29;

EXHIBIT "A", Continued

(May 23, 1991)

Thence Northerly along said West line to the North line of the South 100.00 feet of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said North line to its intersection with the Westerly margin line of Benson Road;

Thence Southerly along said West margin line to its intersection with the South line of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said South line to its intersection with the Easterly margin line of Benson Road;

Thence Northerly along said East margin line to the South line of the following described parcel;

Beginning at a point located North  $01^{\circ}42'40''$  East, a distance of 749.65 feet and North  $88^{\circ}17'20''$  West, a distance of 191.67 feet, more or less, from a point on the centerline of South 27th Street (S.E. 164th Street) 255.00 feet East of the Easterly margin line of Benson Road;

Thence South  $88^{\circ}17'20''$  East, a distance of 191.67 feet, more or less, to a point located North  $01^{\circ}42'40''$  East, a distance of 749.65 feet, more or less, from said point on the centerline of said South 27th Street;

Thence South  $01^{\circ}42'40''$  West to a line parallel with and 400.00 feet North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence West along said parallel line to the Easterly margin of Benson Road;

Thence Northerly along said Easterly margin to the Point of Beginning of this parcel's description;

Thence Easterly along said South line of the above-described parcel to the East line of said parcel;

Thence Northerly along said East line of said parcel to a line parallel with and 700 feet, more or less, North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence Easterly along said parallel line to the North-South centerline of said Section 29;

EXHIBIT "A", Continued

(May 23, 1991)

Thence Southerly along said North-South centerline to the centerline of South 27th Street (S.E. 164th Street);

Thence Westerly along said centerline to the Northerly extension of the East margin of 106th Place S.E.;

Thence Southeasterly along said East margin, its Northerly extension, and its Southerly extension to the North margin of South 29th Street (S.E. 166th Street);

Thence Easterly along said North margin and its Easterly extension to the East margin of Kennewick Avenue S.E. (109th Avenue S.E.)

Thence Southerly along said East margin, and its Southerly extension to the South Line of the Northeast quarter of said Section 29;

Thence Westerly along said South line to the Westerly margin of said Benson Road;

Thence Northerly and Northwesterly along said Westerly margin to the North line of the Southeast quarter of said Northwest quarter of said Section 29;

Thence Westerly along said North line to the West line of said Southeast quarter, also being the East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Southerly along said East line 100.00 feet to the Point of Beginning.

d) Beginning at a point on the South line of the Southeast quarter of Section 20, Township 23 North, Range 5 East, W.M., 930.00 feet West of the Southeast corner of said Southeast quarter;

Thence Northerly along the West line of the East 930.00 feet of said Southeast quarter to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

Thence North  $01^{\circ}50'38''$  East, a distance of 105.01 feet, more or less, to the North line of the South 305.00 feet of said Southeast quarter;

Thence South  $88.46'15''$  East along said North line to the West line of the East 330.00 feet of said Southeast quarter;

EXHIBIT "A", Continued

(May 23, 1991)

Thence Northerly along said West line to the South line of the plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

Thence Easterly along said South line and its Easterly extension to the East line of said Southeast quarter of Section 20;

Thence Southerly along said East line to said Southeast corner of said Southeast quarter of Section 20;

Thence West along the South line of said Southeast quarter, a distance of 930.00 feet to the Point of Beginning.

EXHIBIT "B"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR  
ESTABLISHMENT OF SERVICE BOUNDARIES  
(PROPERTIES WITHIN DISTRICT BOUNDARIES TO  
RECEIVE WATER SERVICE FROM CITY OF RENTON)

May 23, 1991

- a) The plat of Ponderosa Estates, Volume 70 of lots, pages 34 and 35, records of King County, Washington.
- b) The East 330.00 feet of the Southeast quarter of Section 20, Township 23 North, Range 5 East, W.M., less the South 345.00 feet thereof, more or less.
- c) Beginning at the intersection of the West line of the Northwest quarter of the Northeast quarter of Section 29, Township 23 North, Range 5 East, W.M., and Westerly extension of the South margin of S.E. 160th Street;

Thence Easterly along said Westerly extension and said South margin to the centerline of the Bonneville Power Line right-of-way;

Thence Southeasterly along said centerline to the Westerly extension of the South margin of S.E. 162nd Street;

Thence Easterly along said extension and said South margin to the West line of the East 330.00 feet of said Northwest quarter;

Thence North along said West line to the North line of said Northwest quarter;

Thence West along said North line to the Northwest corner of said Northwest quarter;

Thence South along West line of said Northwest quarter to the point of Beginning.

- d) Beginning at the intersection of the South line of the Northeast quarter of the Northwest quarter of Section 29, Township 23 North, Range 5 East, W.M., and the Easterly margin of Benson Road;



EXHIBIT "B", Continued

(May 23, 1991)

Thence Northerly along said East margin line to a point located North  $01^{\circ}42'40''$  East, a distance of 749.65 feet and North  $88^{\circ}17'20''$  West, a distance of 191.67 feet, more or less, from a point on the centerline of South 27th Street (S.E. 164th Street) 255.00 feet East of the Easterly margin line of Benson Road;

Thence South  $88^{\circ}17'20''$  East, a distance of 191.67 feet, more or less, to a point located North  $01^{\circ}42'40''$  East, a distance of 749.65 feet, more or less, from said point on the centerline of said South 27th Street;

Thence South  $01^{\circ}42'40''$  West, a distance of 749.65 feet, more or less, to said point on the centerline of said South 27th Street, also being said South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence Westerly along said South line to the Point of Beginning;

LESS the Southerly 400.00 feet thereof.

- e) The West half of Lot 3, Block 2, of the Plat of Aker's Farms No. 5, recorded in Volume 40 of Plats, page 27, records of King County, Washington.
- f) The East 150.00 feet of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 29, Township 23 North, Range 5 East, W.M.
- g) Beginning at a point described as the intersection of the South margin line of South 192nd Street, also described as a line parallel with and 30.00 feet South of the North line of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, with the Easterly right-of-way margin of Primary State Highway No. 5 (State Route No. 167);

Thence Easterly along said parallel line to the North-South centerline of said Section 6;

Thence Southerly along said centerline to the Northwest corner of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Easterly, Northerly, and Easterly along the North line of said Tract 1 to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

EXHIBIT "B", Continued

(May 23, 1991)

Thence Southerly along said Westerly margin, a distance of 320 feet  $\pm$  to the Westerly extension of the most Northerly line of Tract 8, of said plat of Spring Brook Acre Tracts;

Thence South 74°50'00" East along said extension to the Easterly margin of said 96th Avenue Southeast and continuing South 74°50'00" East along said most Northerly line, a distance of 189.00 feet;

Thence South 00°44'00" East, a distance of 188.40 feet;

Thence South 58°38'00" East, a distance of 89.35 feet along the line common to Tracts 8 and 9, said plat of Spring Brook Acre Tracts;

Thence North 41°22'00" East, a distance of 128.10 feet;

Thence South 64°22'00" East, a distance of 275.60 feet;

Thence South 16°58'00" West, a distance of 239.80 feet;

Thence South 31°43'00" East, a distance of 210.90 feet;

Thence South 68°25'00" East, a distance of 99.50 feet;

Thence South 60°35'30" East, a distance of 28.17 feet to the most Northerly corner of Tract 7, said plat of Spring Brook Acre Tracts;

Thence South 00°12'30" East, a distance of 396.04 feet;

Thence South 39°31'00" East, a distance of 383.85 feet;

Thence North 89°32'00" East, a distance of 340.00 feet to the East line of the Northeast quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North 00° 12'30" West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 40°41'00" East, a distance of 230.30 feet;

EXHIBIT "B", Continued

(May 23, 1991)

Thence South 84°12'00" East, a distance of 245.90 feet;

Thence South 34°26'00" East, a distance of 147.30 feet;

Thence South 14°49'00" East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles from, and lying parallel with, the South line of the Northwest quarter of said Section 5:

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°31'17" East along said West line, a distance of 190.00 feet;

Thence South 88°38'33" East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

Thence South 00°31'17" West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South 88°38'33" East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

Thence North 00°39'11" West along said West line, also being the West line of the plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North 89°20'49" West, a distance of 59.00 feet;

Thence South 85°17'46" West, a distance of 80.31 feet;

Thence North 89°24'30" West, a distance of 96.01 feet;

Thence North 05°09'11" West, a distance of 111.45 feet;

Thence North 53°49'07" East, a distance of 198.22 feet;

EXHIBIT "B", Continued

(May 23, 1991)

Thence South  $48^{\circ}37'32''$  East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North  $69^{\circ}21'46''$  East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North  $00^{\circ}39'11''$  East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, of said plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line from the Northeast corner of said Tract 9;

Thence North  $78^{\circ}21'42''$  West, a distance of 336.34 feet;

Thence North  $26^{\circ}09'56''$  West, a distance of 106.78 feet;

Thence North  $83^{\circ}20'02''$  West, a distance of 289.79 feet;

Thence North  $70^{\circ}34'46''$  West to an intersection with the Southerly extension of the West line of the plat of Springbrook Terrace, as recorded in Volume 131 of Plats, pages 55 through 58 as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said plat of Springbrook Terrace;

Thence North  $86^{\circ}00'00''$  West a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, as established October 5, 1931; (also known as John Langston Road or Springbrook Road)

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South  $88^{\circ}27'05''$  East to the West line of said plat of Springbrook Terrace;

EXHIBIT "B", Continued

(May 23, 1991)

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the East line of the West 1,003.00 feet of the Southeast quarter of the Southeast quarter of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said East line to the North line of the Southeast quarter of said Section 31;

Thence Easterly along said North line to the East quarter corner of said Section 31, of said East quarter corner also being the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East;

Thence Northeasterly to a point 600.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northerly along a line parallel with and 550.00 feet East of the West line of said Northwest quarter to a point 900.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northwesterly to a point on said West line of the Northwest quarter of said Section 32, 1,200.00 feet North of the said Southwest corner;

Thence Northerly along said West line of said Northwest quarter, and the West line of Section 29, Township 23 North, Range 5 East, W.M., to the North line of the South half of the Southwest quarter of the Southwest quarter of said Section 29;

Thence Easterly along said North line a distance of 802 feet, more or less, to the Southerly extension of the West line of Lot 4 of King County Short Plat No. 577051, Recording No. 7902080736;

Thence North  $01^{\circ}52'36''$  East along said Southerly extension and the West line of the said Lot 4 to the Northwest corner thereof;

Thence Easterly along the North line of said Lot 4 and its Easterly extension, also being the North line of the South half of the North half of the Northwest quarter of the Southwest quarter of said Section 29, to the East margin of State Route 515 right-of-way;

EXHIBIT "B", Continued

(May 23, 1991)

Thence Northerly along said East margin to the North line of the Southwest quarter of said Section 29;

Thence Westerly along said North line to the West line of said Section 29, said line also being the East line of Section 30, Township 23 North, Range 5 East, W.M.;

Thence Southerly along said East line to the South line of the North 100.00 feet of the Southeast quarter of said Section 30;

Thence Westerly along said South line to the West line of the East 750.00 feet of said Southeast quarter;

Thence Southerly along said West line to the South line of the North half of the North half of the Northeast quarter of said Southeast quarter of said Section 30;

Thence Westerly along said South line to the Westerly margin line of 96th Avenue South, also known as Talbot Road or Springbrook Road;

Thence Southerly along said Westerly margin line to the South line of the Northeast quarter of the Southeast quarter of said Section 30;

Thence Easterly along said South line to the centerline of said 96th Avenue South;

Thence Southerly along said centerline to the South line of said Section 30, said line also being the North line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence continuing Southerly along said centerline of 96th Avenue South to the South right-of-way line of South Carr Road, said right-of-way being 80.00 feet in width;

Thence Northeasterly along said South right-of-way line of South Carr Road to the North line of the Southeast quarter of the Northeast quarter of said Section 31;

EXHIBIT "B", Continued

(May 23, 1991)

Thence Easterly along said North line to the West line of the East half of the East half of said Northeast quarter of Section 31;

Thence Southerly along said West line to the North line of the South half of the South half of said Northeast quarter;

Thence Westerly along said North line to said centerline of 96th Avenue South;

Thence Southerly along said centerline to the South line of the North 133.00 feet of the South half of the South half of said Northeast quarter of said Section 31;

Thence Westerly along said South line to the West line of the East 265.00 feet of the West half of the Northeast quarter of said Section 31;

Thence Northerly along said West line to the North line of the South half of the South half of the Northeast quarter of said Section 31;

Thence Westerly along said North line to the West line of the East half of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 31;

Thence Northerly along said West line and continuing along its Northerly extension to the North margin line of South 180th Street (also known as South 43rd Street);

Thence Westerly along said North margin line to the East margin line of P.S.H. No. 5 (State Highway No. 167);

Thence Southerly along said East margin line to the South line of said Section 31, said line also being the North line of Section 6, Township 22 North, Range 5 East, W.M., and continuing Southerly along said East margin line to the Point of Beginning on the South margin line of South 192nd Street and a terminus of this boundary description.

EXHIBIT "C"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR  
ESTABLISHMENT OF SERVICE BOUNDARIES  
(WATER SERVICE BOUNDARY LINE)

May 23, 1991

Beginning at a point described as the intersection of a line parallel with and 180.00 feet South of the North line of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, with the Easterly right-of-way margin of Primary State Highway No. 5 (State Route No. 167);

Thence Easterly along said parallel line to the North-South centerline of said Section 6;

Thence Southerly along said centerline to the Northwest corner of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Easterly, Northerly, and Easterly along the North line of said Tract 1 to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

Thence Southerly along said Westerly margin, a distance of 320 feet  $\pm$  to the Westerly extension of the most Northerly line of Tract 8, of said plat of Spring Brook Acre Tracts;

Thence South  $74^{\circ}50'00''$  East along said extension to the Easterly margin of said 96th Avenue Southeast and continuing South  $74^{\circ}50'00''$  East along said most Northerly line, a distance of 189.00 feet;

Thence South  $00^{\circ}44'00''$  East, a distance of 188.40 feet;

Thence South  $58^{\circ}38'00''$  East, a distance of 89.35 feet along the line common to Tracts 8 and 9, of said plat of Spring Brook Acre Tracts;

Thence North  $41^{\circ}22'00''$  East, a distance of 128.10 feet;

Thence South  $64^{\circ}22'00''$  East, a distance of 275.60 feet;



EXHIBIT "C", Continued

(May 23, 1991)

Thence South 16°58'00" West, a distance of 239.80 feet;

Thence South 31°43'00" East, a distance of 210.90 feet;

Thence South 68°25'00" East, a distance of 99.50 feet;

Thence South 60°35'30" East, a distance of 28.17 feet to the most Northerly corner of Tract 7, of said plat of Springbrook Acre Tracts;

Thence South 00°12'30" East, a distance of 396.04 feet;

Thence South 39°31'00" East, a distance of 383.85 feet;

Thence North 89°32'00" East, a distance of 340.00 feet to the East line of the Northeast quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North 00° 12'30" West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 40°41'00" East, a distance of 230.30 feet;

Thence South 84°12'00" East, a distance of 245.90 feet;

Thence South 34°26'00" East, a distance of 147.30 feet;

Thence South 14°49'00" East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles from, and lying parallel with, the South line of the Northwest quarter of said Section 5:

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°31'17" East along said West line, a distance of 190.00 feet;

Thence South 88°38'33" East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

EXHIBIT "C", Continued

(May 23, 1991)

Thence South  $00^{\circ}31'17''$  West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South  $88^{\circ}38'33''$  East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

Thence North  $00^{\circ}39'11''$  West along said West line, also being the West line of the plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North  $89^{\circ}20'49''$  West, a distance of 59.00 feet;

Thence South  $85^{\circ}17'46''$  West, a distance of 80.31 feet;

Thence North  $89^{\circ}24'30''$  West, a distance of 96.01 feet;

Thence North  $05^{\circ}09'11''$  West, a distance of 111.45 feet;

Thence North  $53^{\circ}49'07''$  East, a distance of 198.22 feet;

Thence South  $48^{\circ}37'32''$  East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North  $69^{\circ}21'46''$  East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North  $00^{\circ}39'11''$  East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, of said plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line the from Northeast corner of said Tract 9;

Thence North  $78^{\circ}21'42''$  West, a distance of 336.34 feet;

EXHIBIT "C", Continued

(May 23, 1991)

Thence North 26°09'56" West, a distance of 106.78 feet;

Thence North 83°20'02" West, a distance of 289.79 feet;

Thence North 70°34'46" West to an intersection with the Southerly extension of the West line of the plat of Springbrook Terrace, as recorded in Volume 131 of Plats, pages 55 through 58, as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said plat of Springbrook Terrace;

Thence North 86°00'00" West, a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South 88°27'05" East to the West line of said plat of Springbrook Terrace;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the East quarter corner of said Section 31, said East quarter corner also being the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East;

Thence Northeasterly to a point 600.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northerly along a line parallel with and 550.00 feet East of the West line of said Northwest quarter to a point 900.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northwesterly to a point on said West line of the Northwest quarter of said Section 32, a distance of 1,200.00 feet North of the said Southwest corner;

EXHIBIT "C", Continued

(May 23, 1991)

Thence Northerly along said West line of said Northwest quarter, and the West line of Section 29, Township 23 North, Range 5 East, W.M., to the North line of the South half of the Southwest quarter of the Southwest quarter of said Section 29;

Thence Easterly along said North line, a distance of 802 feet, more or less to the Southerly extension of the West line of the Lot 4 of King County Short Plat No. 577051, Recording No. 790280736;

Thence North  $01^{\circ}52'36''$  East along said southerly extension and the West line of said Lot 4 to the Northwest corner thereof;

Thence Easterly along the North line of said Lot 4 and its Easterly extension, also being the North line of the South half of the North half of the Northwest quarter of said Section 29, to the East margin of State Route 515 right-of-way;

Thence Northerly along said East margin to the North line of the Southwest quarter of said Section 29;

Thence Easterly along said North line to the centerline of Cedar Avenue South (104th Avenue S.E.), said centerline also being the East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Northerly along said East line to the Westerly extension of the South line of Lot 2 of City of Renton Short Plat No. 071-85;

Thence Easterly along the South line and said Westerly extension to the East line of said lot;

Thence Northerly along said East line to the Northeast corner of said lot;

Thence continuing Northerly along the East line of Lot 1 of said Short Plat to the Northeast corner of said Lot 1;

Thence Westerly along the North line of said lot and the Westerly extension thereof to said East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Northerly along said East line to the South line of the North 100.00 feet of the Southwest quarter of the Northwest quarter of said Section 29;

EXHIBIT "C", Continued

(May 23, 1991)

Thence Westerly along said South line to the West line of the East 100.00 feet of the West half of the Northwest quarter of said Section 29;

Thence Northerly along said West line to the North line of the South 100.00 feet of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said North line to its intersection with the Westerly margin line of Benson Road;

Thence Southerly along said West margin line to its intersection with the South line of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said South line to its intersection with the Easterly margin line of Benson Road;

Thence Northerly along said East margin line to the South line of the following described parcel:

Beginning at a point located North  $01^{\circ}42'40''$  East, a distance of 749.65 feet and North  $88^{\circ}17'20''$  West, a distance of 191.67 feet, more or less, from a point on the centerline of South 27th Street (S.E. 164th Street), a distance of 255.00 feet East of the Easterly margin line of Benson Road;

Thence South  $88^{\circ}17'20''$  East, a distance of 191.67 feet, more or less, to a point located North  $01^{\circ}42'40''$  East, a distance of 749.65 feet, more or less, from said point on the centerline of said South 27th Street;

Thence South  $01^{\circ}42'40''$  West, to a line parallel with and 400.00 feet North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence West along said parallel line to the Easterly margin of Benson Road;

Thence Northerly along said Easterly margin to the Point of Beginning of this parcel's description;

Thence Easterly along said South line of the above-described parcel to the East line of said parcel;

EXHIBIT "C", Continued

(May 23, 1991)

Thence Northerly along said East line of said parcel to a line parallel with and 700 feet, more or less, North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence Easterly along said parallel line to the North-South centerline of said Section 29;

Thence Northerly along said North-South centerline to the South margin of S.E. 160th Street (BOW LAKE PIPELINE - CITY OF SEATTLE WATER DEPARTMENT);

Thence Easterly along said South margin to the centerline of the Bonneville Power Line right-of-way;

Thence Southeasterly along said right-of-way centerline to the Westerly extension of the South margin of S.E. 162nd Street;

Thence Easterly along said extension and said South margin to the Southerly extension of the West line of the East 330.00 feet of the Northwest quarter of the Northeast quarter of said Section 29;

Thence North along said West line to the North line of the Northeast quarter of said Section 29, also being the South line of Section 20, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line of said Section 20 to the West line of the East 930.00 feet of the Southeast quarter of said Section 20;

Thence Northerly along said West line to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

Thence North  $01^{\circ}50'38''$  East, a distance of 105.01 feet to the North line of the South 305 feet, more or less, of said Southeast quarter;

Thence South  $88^{\circ}46'15''$  East along said North line to the West line of the East 330.00 feet of said Southeast quarter;

EXHIBIT "C", Continued

(May 23, 1991)

Thence Northerly along said West line to the South line of the Plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

Thence Easterly along said South line to the East line of said Section 20, also being the West line of Section 21, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the Westerly extension of the South line of the plat of Ponderosa Estates Addition, as recorded in Volume 70 of Plats, pages 34 and 35, records of King County, Washington;

Thence Easterly along said extension and said South line to the Southerly margin of the Cedar River Pipeline right-of-way;

Thence Southeasterly and Easterly along said Southerly right-of-way margin to the West line of the East half of the Southeast quarter of said Section 21;

Thence Northerly along said West line to the North line of the Southeast quarter of the Southeast quarter of said Section 21;

Thence Easterly along said North line to the East line of said Section 21, said point being on the City of Renton City Limits as established by City Ordinance 3723, and the terminus of this boundary description.

EXHIBIT "D"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR  
THE ESTABLISHMENT OF SERVICE BOUNDARIES  
(DESCRIPTION OF SEWER SYSTEM TO RENTON - PONDEROSA ESTATES)

May 23, 1991

The Plat of Ponderosa Estates as recorded in Volume 70 of Plats, pages 34 and 35,  
records of King County, Washington.



EXHIBIT "E"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR  
THE ESTABLISHMENT OF SERVICE BOUNDARIES  
(DESCRIPTION OF SALE OF SEWER SYSTEM TO RENTON - SPRINGBROOK AREA)

May 23, 1991

Beginning at a point described as the intersection of a line parallel with and 180.00 feet South of the North line of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, with the Easterly right-of-way margin of Primary State Highway No. 5 (SR 167);

Thence Easterly along said parallel line to the North-South centerline of said Section 6;

Thence Southerly along said centerline to the Northwest corner of Tract 1 of Spring Brook Acre Tracts as recorded in Volume 12 of Plats, Page 60, Records of King County, Washington;

Thence Easterly, Northerly and Easterly along the North line of said Tract 1 to the Westerly margin of 96th Avenue South also known as John Langston Road and Springbrook Road;

Thence Southerly along said Westerly margin, a distance of 320  $\pm$  feet to its intersection with the Westerly extension of the most Northerly line of Tract 8, of said Plat of Spring Brook Acre Tracts;

Thence South 74°50'00" East along said extension to the intersection of said extension and the Easterly margin of said 96th Avenue South;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South 88°27'05" East to the West line of said plat of Springbrook Terrace, as recorded in Volume 131, of Plats, pages 55 through 58, as amended, records of King County, Washington;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the Southeast corner of the Southeast quarter of Section 31;

EXHIBIT "E", Continued

(May 23, 1991)

Thence Northerly along the East line of said Section 31 to the North line of the South half of North half of the South half of said Section 31;

Thence Westerly along said North line to its intersection with the Easterly margin of Primary State Highway No. 5 (SR 167);

Thence Southerly along said Easterly margin, to the Point of Beginning and the terminus of this boundary description.

EXHIBIT "F"

SOOS CREEK WATER AND SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR  
ESTABLISHMENT OF SERVICE BOUNDARIES  
(SEWER SERVICE BOUNDARY LINE)

May 23, 1991

Beginning at a point described as the intersection of a line parallel with and 180.00 feet South of the North line of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, with the Easterly right-of-way margin of Primary State Highway No. 5 (State Route No. 167);

Thence Easterly along said parallel line to the North-South centerline of said Section 6;

Thence Southerly along said centerline to the Northwest corner of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Easterly, Northerly, and Easterly along the North line of said Tract 1 to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

Thence Southerly along said Westerly margin, a distance of 320 feet  $\pm$  to the Westerly extension of the most Northerly line of Tract 8, of said plat of Spring Brook Acre Tracts;

Thence South 74°50'00" East along said extension to the Easterly margin of said 96th Avenue Southeast and continuing South 74°50'00" East along said most Northerly line, a distance of 189.00 feet;

Thence South 00°44'00" East, a distance of 188.40 feet;

Thence South 58°38'00" East, a distance of 89.35 feet along the line common to Tracts 8 and 9, of said plat of Spring Brook Acre Tracts;

Thence North 41°22'00" East, a distance of 128.10 feet;

Thence South 64°22'00" East, a distance of 275.60 feet;

EXHIBIT "F", Continued

(May 23, 1991)

Thence South 16°58'00" West, a distance of 239.80 feet;

Thence South 31°43'00" East, a distance of 210.90 feet;

Thence South 68°25'00" East, a distance of 99.50 feet;

Thence South 60°35'30" East, a distance of 28.17 feet to the most Northerly corner of Tract 7, of said plat of Spring Brook Acre Tracts;

Thence South 00°12'30" East, a distance of 396.04 feet;

Thence South 39°31'00" East, a distance of 383.85 feet;

Thence North 89°32'00" East, a distance of 340.00 feet to the East line of the North-east quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North 00° 12'30" West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 40°41'00" East, a distance of 230.30 feet;

Thence South 84°12'00" East, a distance of 245.90 feet;

Thence South 34°26'00" East, a distance of 147.30 feet;

Thence South 14°49'00" East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles from, and lying parallel with, the South line of the Northwest quarter of said Section 5:

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°31'17" East along said West line, a distance of 190.00 feet;

Thence South 88°38'33" East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

EXHIBIT "F", Continued

(May 23, 1991)

Thence South  $00^{\circ}31'17''$  West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South  $88^{\circ}38'33''$  East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

Thence North  $00^{\circ}39'11''$  West along said West line, also being the West line of the plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North  $89^{\circ}20'49''$  West, a distance of 59.00 feet;

Thence South  $85^{\circ}17'46''$  West, a distance of 80.31 feet;

Thence North  $89^{\circ}24'30''$  West, a distance of 96.01 feet;

Thence North  $05^{\circ}09'11''$  West, a distance of 111.45 feet;

Thence North  $53^{\circ}49'07''$  East, a distance of 198.22 feet;

Thence South  $48^{\circ}37'32''$  East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North  $69^{\circ}21'46''$  East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North  $00^{\circ}39'11''$  East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, of said plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line from the Northeast corner of said Tract 9;

Thence North  $78^{\circ}21'42''$  West, a distance of 336.34 feet;

Thence North  $26^{\circ}09'56''$  West, a distance of 106.78 feet;

EXHIBIT "F", Continued

(May 23, 1991)

Thence North 83°20'02" West, a distance of 289.79 feet;

Thence North 70°34'46" West to an intersection with the Southerly extension of the West line of the plat of Springbrook Terrace, as recorded in Volume 131 of Plats, page 55 through 58, as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said plat of Springbrook Terrace;

Thence North 86°00'00" West, a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South 88°27'05" East to the West line of said plat of Springbrook Terrace;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the Southeast corner of the Southeast quarter of Section 31;

Thence Northerly along the East line of said Southeast quarter to the Northeast corner thereof, also being the Southeast corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East, W.M.;

Thence Easterly along the South line of said Northwest quarter to the Southwest corner of the Southwest quarter of said Northwest quarter;

Thence Northerly along said East line of said Southwest quarter to the South line of the North 200.00 feet thereof;

Thence Westerly along said South line to the East line of the West half of said Southwest quarter;

Thence Northerly along said East line to the North line of said Southwest quarter;

EXHIBIT "F", Continued

(May 23, 1991)

Thence Westerly along said North line to the West line of said Northwest quarter of said Section 32, also being the East line of the Northeast quarter of said Section 31;

Thence Northerly along said East line to the Northerly margin of South 179th Street, also known as Carr Road, est. 11-27-17;

Thence Westerly along said Northerly margin, said margin being a curve to the left, the center of which bears South  $00^{\circ}01'50''$  West, having a radius of 1,462.69 feet, through a central angle of  $02^{\circ}21'07''$ , an arc distance of 60.04 feet to the Easterly most corner of Lot 42, Plat of Scott's Terrace, (Recording No. 761680) as recorded in Volume 72 of Plats, pages 39 and 40, records of King County, Washington;

Thence continuing along the Northeasterly boundary of said plat the following bearings and distances:

Thence North  $60^{\circ}04'34''$  West, a distance of 250.34 feet;

Thence North  $17^{\circ}02'46''$  West, a distance of 112.00 feet;

Thence North  $01^{\circ}13'36''$  East, a distance of 268.68 feet;

Thence North  $22^{\circ}31'55''$  West, a distance of 180.92 feet;

Thence North  $89^{\circ}03'13''$  West, a distance of 565.00 feet to the centerline of Talbot Road, also known as 96th Avenue South;

Thence Northerly along said centerline of Talbot Road to the North line of said Section 31, also being the South line of Section 30, Township 23 North, Range 5 East, W.M.;

Thence continuing Northerly along said centerline of Talbot Road to the South line of the North 100.00 feet of the South half of the Northeast quarter of the Southeast quarter of said Section 30;

Thence Easterly along said South line to the East line of said Southeast quarter of said Section 30, also being the West line of Southwest quarter of Section 29, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the North line of the South half of the Northwest quarter of the Southwest quarter of said Section 29;

EXHIBIT "F", Continued

(May 23, 1991)

Thence North 88°39'49" East along said North line to the Easterly margin of State Route 515;

Thence Northerly along said Easterly margin to the North line of said Southwest quarter of said Section 29, also being the South line of the Northwest quarter of said Section 29;

Thence East along said South line to the West line of the Southeast quarter of the Northwest quarter of said Section 29;

Thence Northerly along said West line to the Westerly extension of the South line of Lot 4, Block 2, plat of Aker's Farms No. 5, as recorded in Volume 40 of Plats, page 27, records of King County, Washington:

Thence Easterly along the South line of said Lot 4 to the East line of the West half of said lot;

Thence Northerly along said East line, and the Northerly extension thereof, to the South line of Lot 1, Block 2, of said plat of Aker's Farms No. 5;

Thence Easterly along said South line to the West line of the East 62.50 feet of said Lot 1;

Thence Northerly along said West line to the Northerly line of said Lot 1, also being the Southerly margin of Southeast 166th Street;

Thence Northeasterly to a point on the Northerly margin of said Southeast 166th Street, which lies 237.41 feet East of said West line of the Southeast quarter of the Northwest quarter of said Section 29, said point also described as the Southwest corner of Lot 4 of Tract A, said plat of Aker's Farms No. 5;

Thence North 24°02'04" East, a distance of 364.47 feet along the Westerly line of said Lot 4 to the Westerly margin of Benson Road, also known as Secondary State Highway 5C;

Thence Southeasterly along said Westerly margin of Benson Road to the Westerly extension of the South margin of South 29th Street;

Thence Easterly along said Westerly extension and said South margin of South 29th Street to the Southerly extension of the Easterly margin line of 106th Place Southeast;



EXHIBIT "F", Continued

(May 23, 1991)

Thence Northerly along said Southerly extension and continuing Northerly along said Easterly margin line and its Northerly extension to the centerline of Southeast 164th Street, (also known as South 27th Street);

Thence Easterly along said centerline to the East line of said Northwest quarter of Section 29, also being the West line of the Northeast quarter of said Section 29;

Thence Northerly along said West line to the North line of the South 430.00 feet of the Northwest quarter of said Northeast quarter of Section 29;

Thence Easterly along said North line to the East line of the West 450.00 feet of said Northwest quarter;

Thence Northerly along said East line to its intersection with the Westerly extension of the South margin of Southeast 162nd Street;

Thence Easterly along said Westerly extension and said South margin to the West line of the East 330.00 feet of said Northwest quarter;

Thence Northerly along said West line to the North line of said Section 29, also being the South line of Section 20, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line of said Section 20, to the West line of the East 930.00 feet of the Southeast quarter of said Section;

Thence Northerly along said West line to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

Thence North  $01^{\circ}50'38''$  East, a distance of 105.01 feet to the North line of the South 305 feet, more or less, of said Southeast quarter;

Thence South  $88^{\circ}46'15''$  East along said North line to the West line of the East 330.00 feet of said Southeast quarter;

Thence Northerly along said West line to the South line of the plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

EXHIBIT "F", Continued

(May 23, 1991)

Thence Easterly along said South line to the East line of said Section 20, also being the West line of Section 21, Township 23 North, Range 5 East, W.M.;

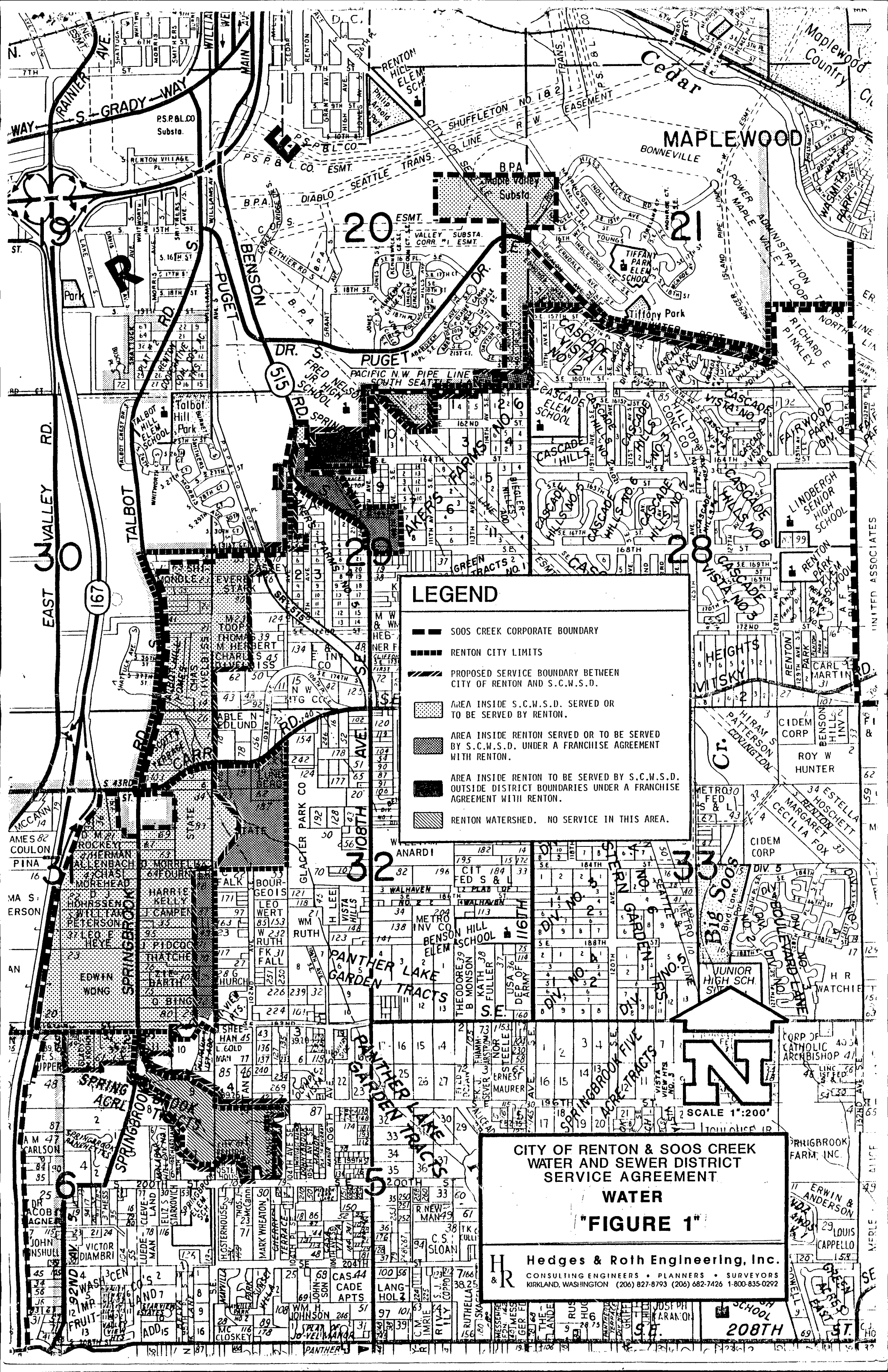
Thence Northerly along said West line to the Westerly extension of the South line of the plat of Ponderosa Estates Addition, as recorded in Volume 70 of Plats, pages 34 and 35, records of King County, Washington;

Thence Easterly along said extension and said South line to the Southerly margin of the Cedar River Pipeline right-of-way;

Thence Southeasterly and Easterly along said Southerly right-of-way margin to the West line of the East half of the Southeast quarter of said Section 21;

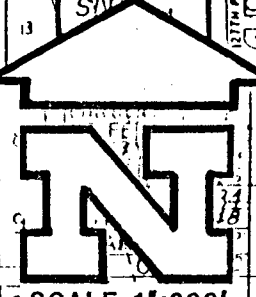
Thence Northerly along said West line to the North line of the Southeast quarter of the Southeast quarter of said Section 21;

Thence Easterly along said North line to the East line of said Section 21, said point being on the City of Renton City Limits, as established by City Ordinance 3723, and the terminus of this boundary description.



### LEGEND

- SOOS CREEK CORPORATE BOUNDARY
- RENTON CITY LIMITS
- PROPOSED SERVICE BOUNDARY BETWEEN CITY OF RENTON AND S.C.W.S.D.
- AREA INSIDE S.C.W.S.D. SERVED OR TO BE SERVED BY RENTON.
- AREA INSIDE RENTON SERVED OR TO BE SERVED BY S.C.W.S.D. UNDER A FRANCHISE AGREEMENT WITH RENTON.
- AREA INSIDE RENTON TO BE SERVED BY S.C.W.S.D. OUTSIDE DISTRICT BOUNDARIES UNDER A FRANCHISE AGREEMENT WITH RENTON.
- RENTON WATERSHED. NO SERVICE IN THIS AREA.



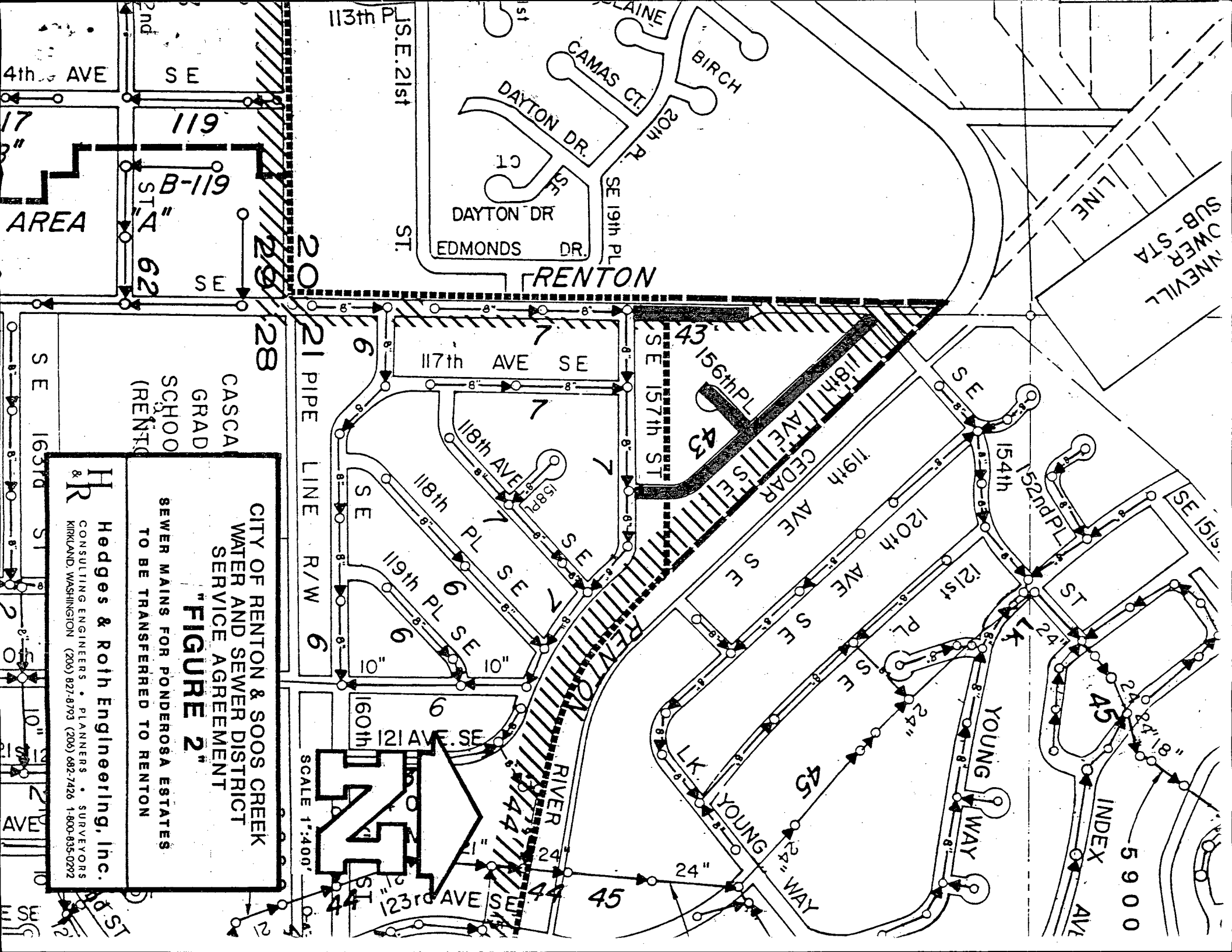
CITY OF RENTON & SOOS CREEK  
WATER AND SEWER DISTRICT  
SERVICE AGREEMENT

**WATER**  
**"FIGURE 1"**

**H & R** Hedges & Roth Engineering, Inc.  
CONSULTING ENGINEERS • PLANNERS • SURVEYORS  
KIRKLAND, WASHINGTON (206) 827-8793 (206) 682-7426 1-800-835-0292

SCALE 1"=200'

208TH ST

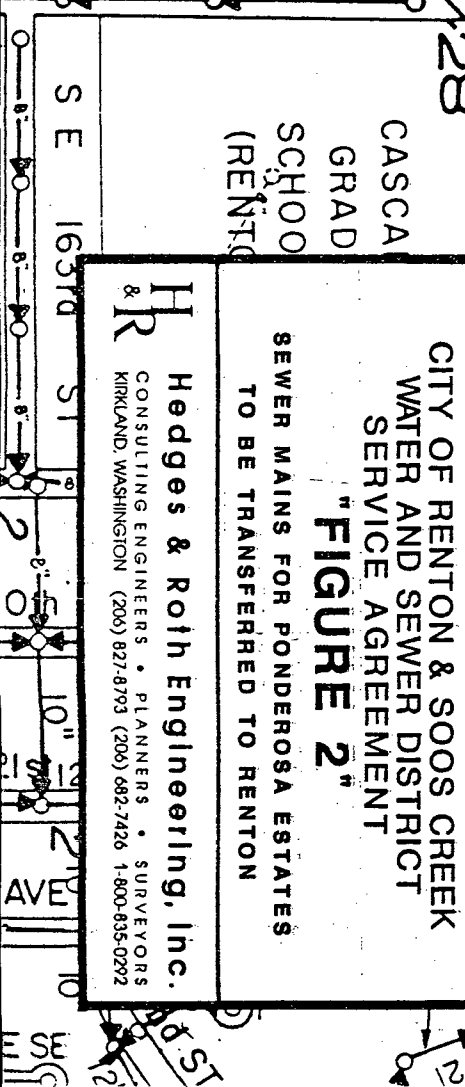
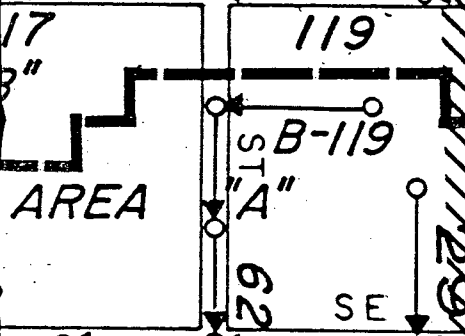
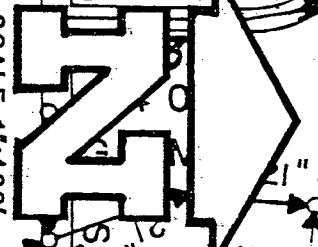


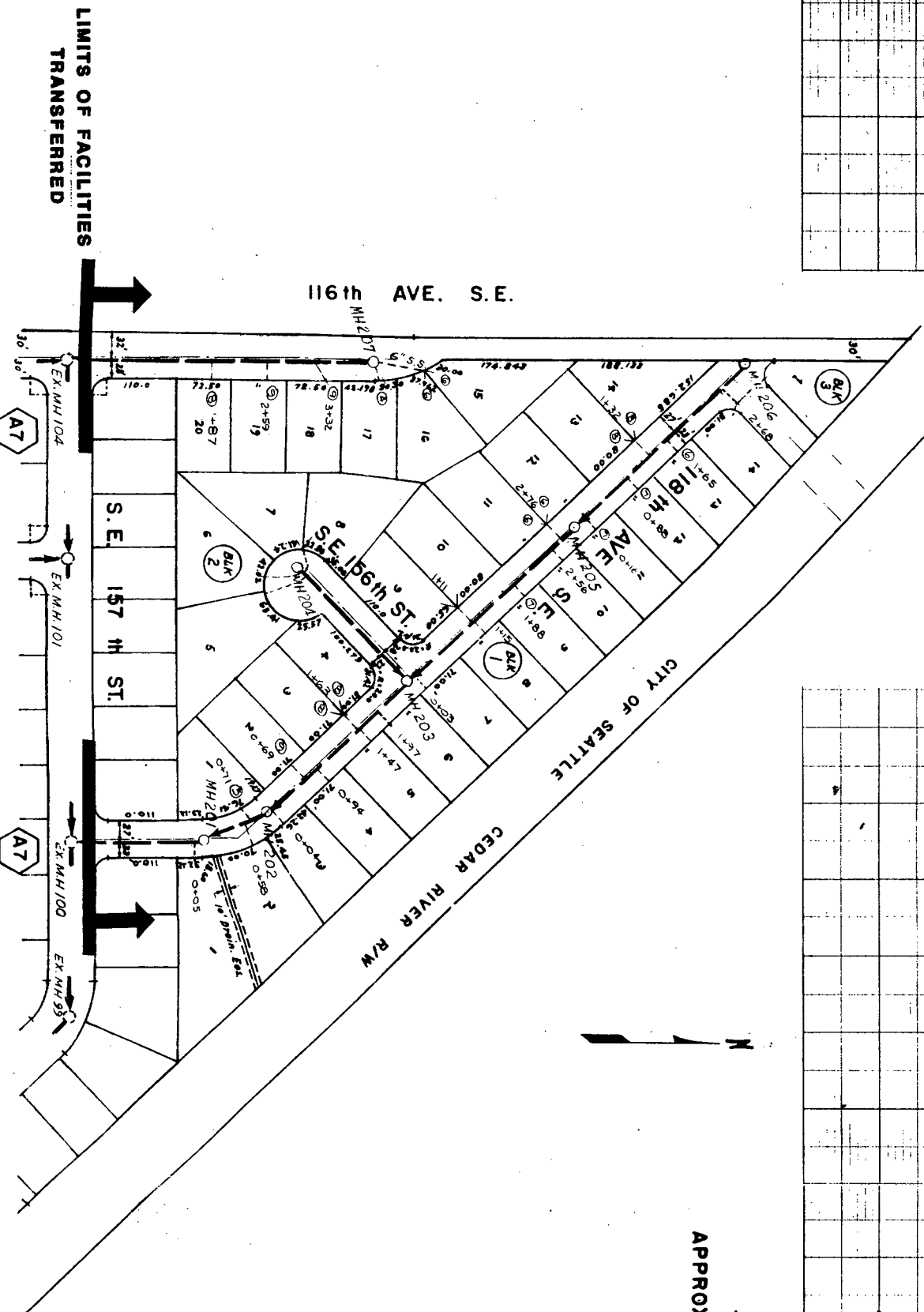
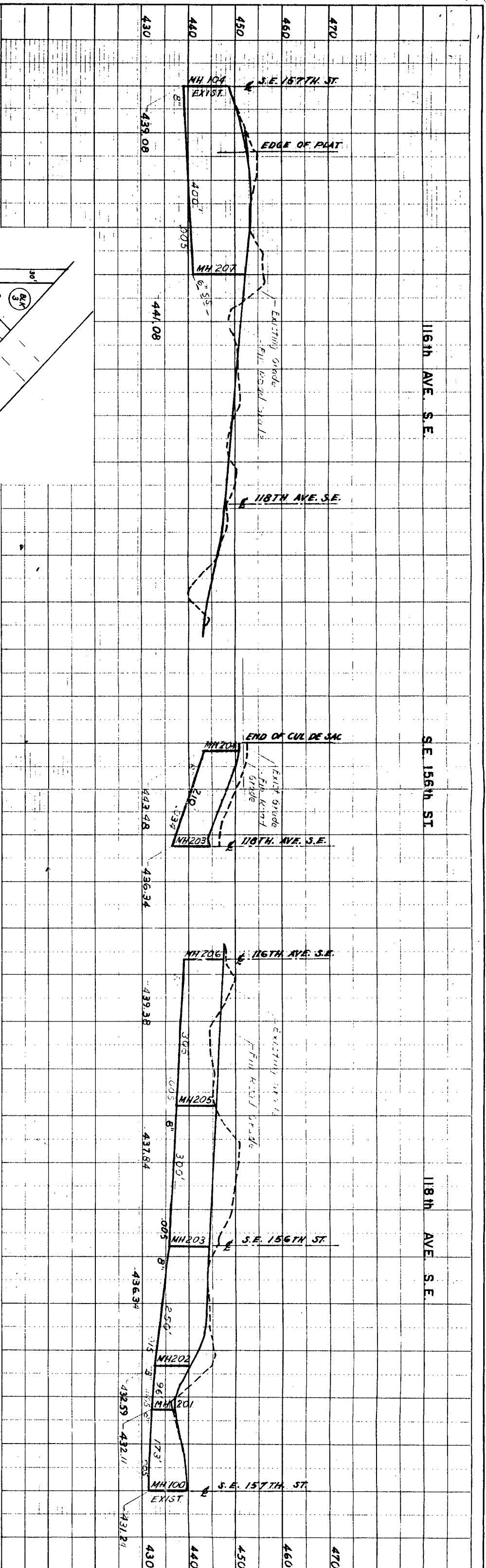
CASCA  
GRAD  
SCHOO  
SEWERS  
(RENTON)

CITY OF RENTON & SOOS CREEK  
WATER AND SEWER DISTRICT  
SERVICE AGREEMENT  
"FIGURE 2"  
SEWER MAINS FOR PONDEROSA ESTATES  
TO BE TRANSFERRED TO RENTON

**Hedges & Roth Engineering, Inc.**  
CONSULTING ENGINEERS • PLANNERS • SURVEYORS  
KIRKLAND, WASHINGTON (206) 827-8793 (206) 682-7426 1-800-835-0292

SCALE 1"=400'





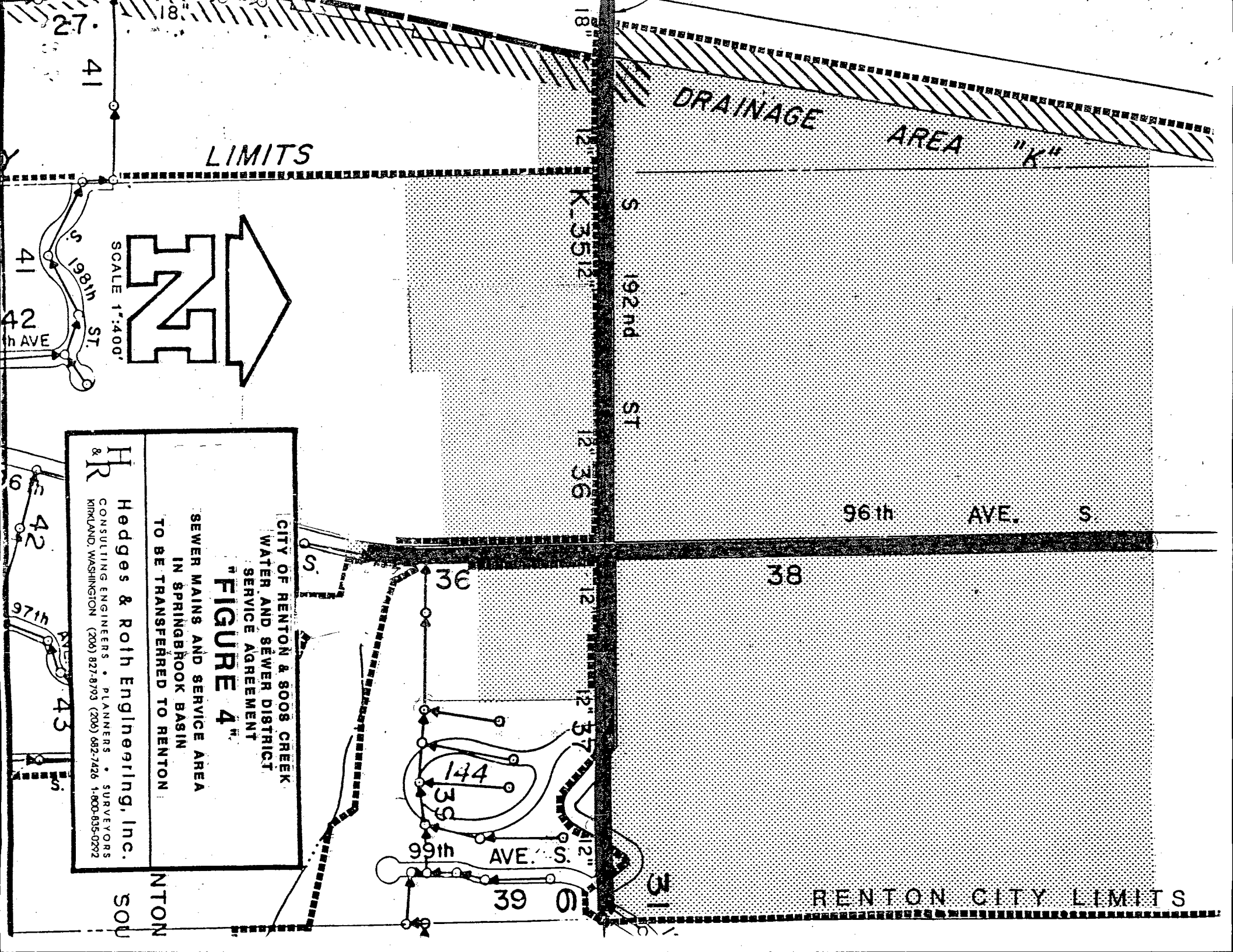
THIS DRAWING HAS BEEN REDUCED TO  
APPROXIMATELY ONE HALF THE ORIGINAL SCALE

- NOTES:
- 1-Material and Construction shall be in accordance with "Standard Specifications and Standard Construction Details" Third Edition 1957, Hill & Ingman Consulting Engineers.
  - 2-Sewer Pipe ASTM, C-14-X Concrete with approved type rubber ring joints.
  - 3-Sewer Design based on topography furnished by owner.

CITY OF RENTON AND SOOS CREEK  
WATER AND SEWER DISTRICT  
SERVICE AGREEMENT  
**"FIGURE 3"**  
APPROVED BY CASCADIA SEWER DISTRICT MAR. 10, 1962

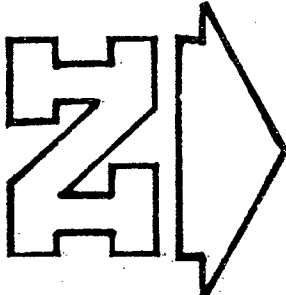
REMOVED TO CONFORM  
WITH CONSTRUCTION RECORDS  
By: C.K.D. C.J.N.  
Date: 9-25-69

HILL & INGMAN CONSULTING ENGINEERS SEATTLE WASHINGTON		APPROVED - DATE 	PROJECT NO. 4324-5-1 FILE NO. 1/1
DATE INITIAL REVISION	DATE INITIAL REVISION	APPROVED - DATE 	HORIZONTAL SCALE: 1"=100' VERTICAL SCALE: 1"=10' DWG. NO. 1/1
CASCADIA SEWER DISTRICT SEWER PLAN & PROFILE PLAT OF PONDEROSA ESTATES			



LIMITS

DRAINAGE AREA "K"



S 192nd ST

S 96th AVE.

CITY OF RENTON & 8008 CREEK  
 WATER AND SEWER DISTRICT  
 SERVICE AGREEMENT  
**FIGURE 4**  
 SEWER MAINS AND SERVICE AREA  
 IN SPRINGBROOK BASIN  
 TO BE TRANSFERRED TO RENTON

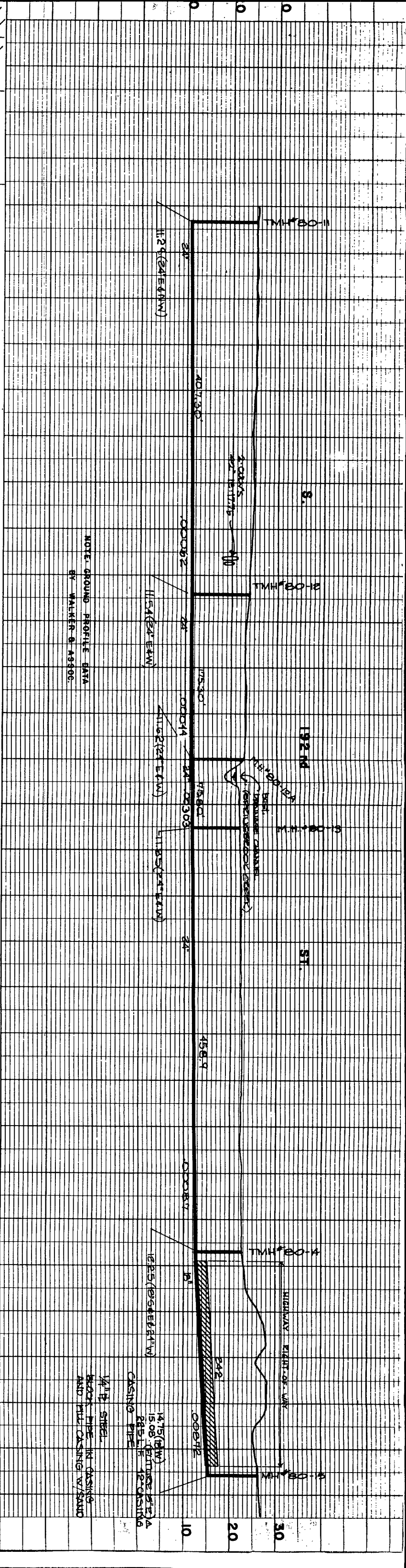
**Hedges & Roth Engineering, Inc.**  
 CONSULTING ENGINEERS • PLANNERS • SURVEYORS  
 KIRKLAND, WASHINGTON (206) 827-8793 (206) 882-7426 1-800-835-0292

RENTON CITY LIMITS

S 99th AVE.

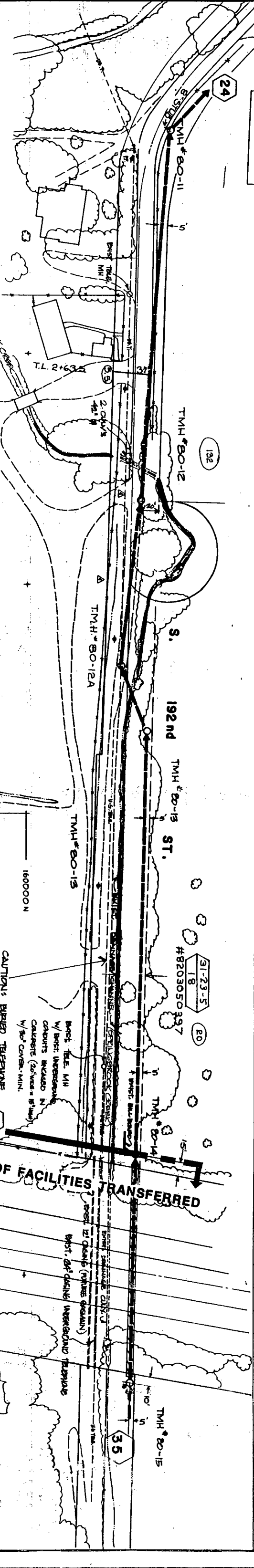
RENTON

SOU



NOTE: GROUND PROFILE DATA BY WALKER & ASSOC.

14\"/>



PIPE FOOTAGE:  
 5 MH'S  
 6" ~ 37 LF  
 18" ~ 242 LF  
 24" ~ 117.3 LF



NOTE: REFER TO HYDRAULIC PROJECT APPROVAL DATED AUGUST 25, 1978 FROM DEPARTMENT OF GAME FOR ALL WORK AROUND SPRINGBROOK CREEK. A

NOTE: GROUND LOCATION DATA FROM AERIAL SURVEY BY WALKER & ASSOC.

NOTE: THE CONTRACTOR SHALL MAINTAIN TEMPORARY SEDIMENTATION COLLECTION FACILITIES TO INSURE SEDIMENT LADEN WATERS DO NOT ENTER THE NATURAL DRAINAGE SYSTEM. THESE FACILITIES MUST BE IN OPERATION PRIOR TO CONSTRUCTION, AND SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND POTENTIAL FOR ON-SITE EROSION HAS PASSED. A

CAUTION: BURIED TELEPHONE MAJOR TEL. CABLE. CONTACT PACIFIC N.W. BELT PRIOR TO CONSTRUCTION. (228-0375)

NOTE: CHANNEL AND BANKS SHALL BE STABILIZED FOR A MINIMUM OF 10 FEET UP AND DOWN STREAM OF THE CUTS OR THE DISTURBED AREAS, (WHICH EVER IS GREATER), WITH A 1 FOOT THICK BANNER OF RIPRAP. A

REVISION	DATE	BY	DESCRIPTION
1	04-05-80	J. WALLER	PROJECT MAINT
2			REVISIONS TO HYDRAULIC PROJECT APPROVAL
3			REVISIONS TO HYDRAULIC PROJECT APPROVAL
4			REVISIONS TO HYDRAULIC PROJECT APPROVAL

CITY OF RENTON AND SOOS CREEK WATER AND SEWER DISTRICT SERVICE AGREEMENT "FIGURE 5"

SEWER PLAN & PROFILE  
 SPRINGBROOK INTERCEPTOR  
 CASCADE SEWER DISTRICT  
 WILLIAMS, ROTH & ASSOCIATES  
 ENGINEERS, SURVEYORS, PLANNERS  
 KIRKLAND, WA. (206) 827-9733 (206) 828-7448

NORTHBOUND

LIMITS OF FACILITIES TRANSFERRED

U.L.I.D. NO. 34  
BOUNDARY



- NOTES:
1. SPRINGBROOK CREEK TO BE PROTECTED DURING AND AFTER CONSTRUCTION. ALL STORM RUNOFF FROM CONSTRUCTION AREA SHALL BE FILTERED TO PREVENT SILT-LADEN WATER FROM ENTERING CHANNEL.
  2. THE CONTRACTOR SHALL MAINTAIN TEMPORARY SEDIMENTATION COLLECTION FACILITIES TO INSURE SEDIMENT AND ADJACENT WATERS DO NOT ENTER THE NATURAL DRAINAGE SYSTEM. THESE FACILITIES MUST BE IN OPERATION PRIOR TO CONSTRUCTION AND SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND POTENTIAL FOR ON-SITE EROSION HAS PASSED.
  3. CHANNEL AND BANKS SHALL BE STABILIZED FOR A MINIMUM OF 10 FEET UP AND DOWN STREAM OF THE CUTS OR THE DISTURBED AREAS (WHICHEVER IS GREATER) WITH A 1 FOOT THICK BLANKET OF RIPRAP.

DATE	SEPT. 1979
REV BY	J. WALLEIN
DESIGNED BY	K. CASSELL
PLEASE TO INDICATE CONSTRUCTION RECORDS	

**CITY OF RENTON AND SOOS CREEK WATER AND SEWER DISTRICT SERVICE AGREEMENT "FIGURE 6"**

**SEWER PLAN & PROFILE**

U.L.I.D. NO. 34

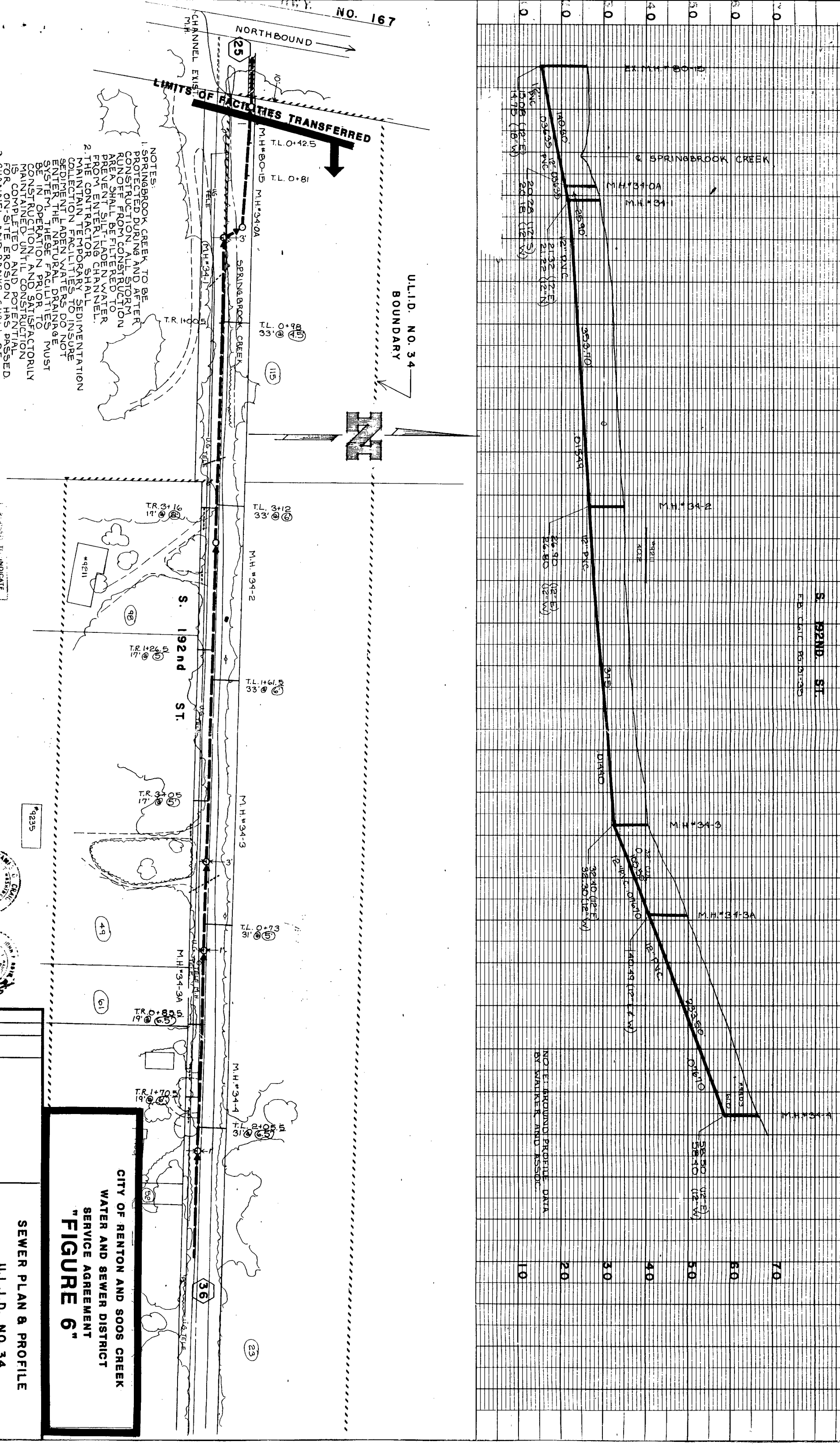
**CASCADE SEWER DISTRICT**

WILLIAMS, ROTH & ASSOCIATES  
ENGINEERS - SURVEYORS - PLANNERS

NO. BY	DATE	DESCRIPTION
1	12/1/78	WILLIAMS, ROTH & ASSOCIATES
2	04-05-81	WILLIAMS, ROTH & ASSOCIATES

9

This drawing reduced approx. half size

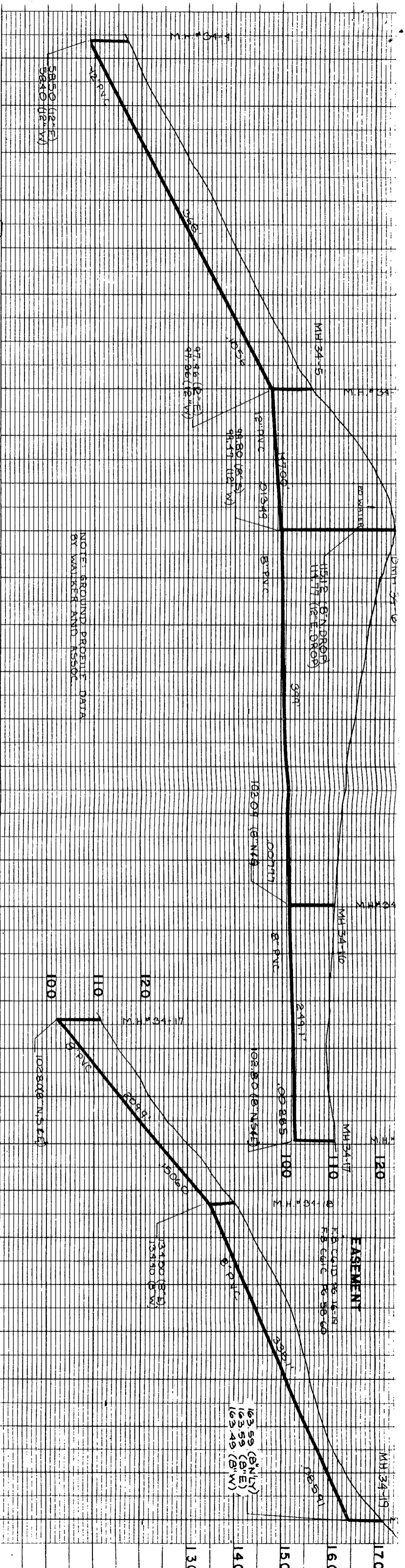


NOTE: GROUND PROFILE DATA BY WALKER AND ASSOC.

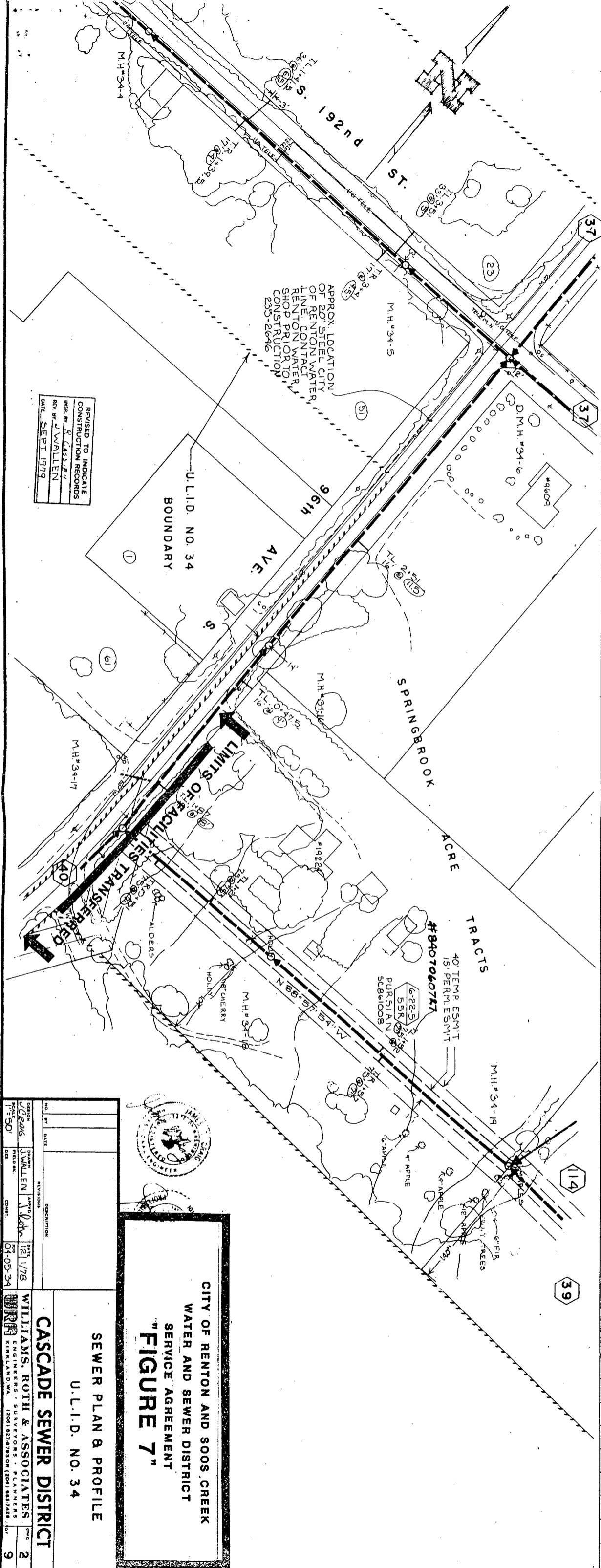
S. 192ND ST.  
E.B. CALC. BG. 21-35

U.L.I.D. NO. 34





NOTE: GROUND PROFILE DATA BY WALKER AND ASSOC.



REVISED TO INDICATE  
CONSTRUCTION RECORDS  
WSP. BY J. CASSELL  
REV. BY J. WILLEN  
DATE: SEPT. 1979

NO.	BY	DATE	DESCRIPTION
1	J. WILLEN	04-05-78	ISSUED FOR PERMITS
2	J. WILLEN	12-11-78	REVISED TO SHOW CONSTRUCTION RECORDS
3	J. WILLEN	04-05-79	REVISED TO SHOW CONSTRUCTION RECORDS

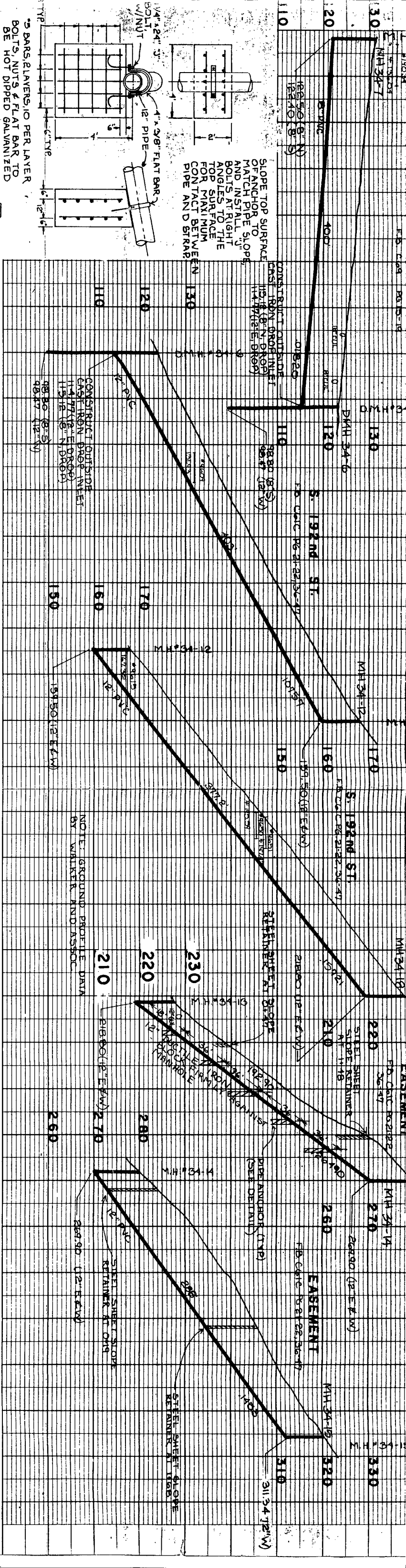
**CITY OF RENTON AND SOOS CREEK  
WATER AND SEWER DISTRICT  
SERVICE AGREEMENT  
"FIGURE 7"**

**SEWER PLAN & PROFILE  
U.L.I.D. NO. 34**

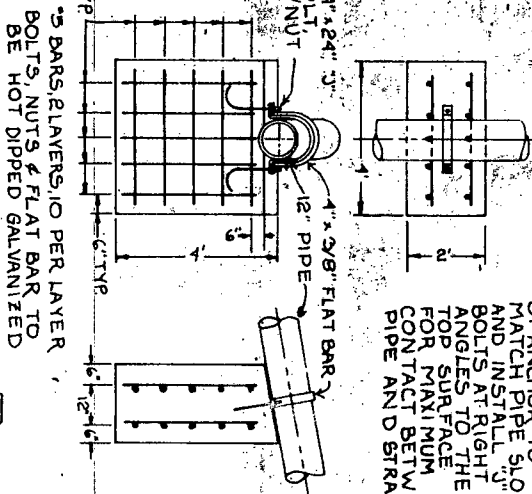
**CASCADE SEWER DISTRICT**

**WILLIAMS, ROTH & ASSOCIATES  
ENGINEERS, SURVEYORS, PLANNERS**  
KIRKLAND, WA. (206) 827-2300 (206) 827-2310

THIS DRAWING AND ALL INFORMATION HEREON IS THE PROPERTY OF WILLIAMS, ROTH & ASSOCIATES



**PIPE ANCHOR DETAIL**

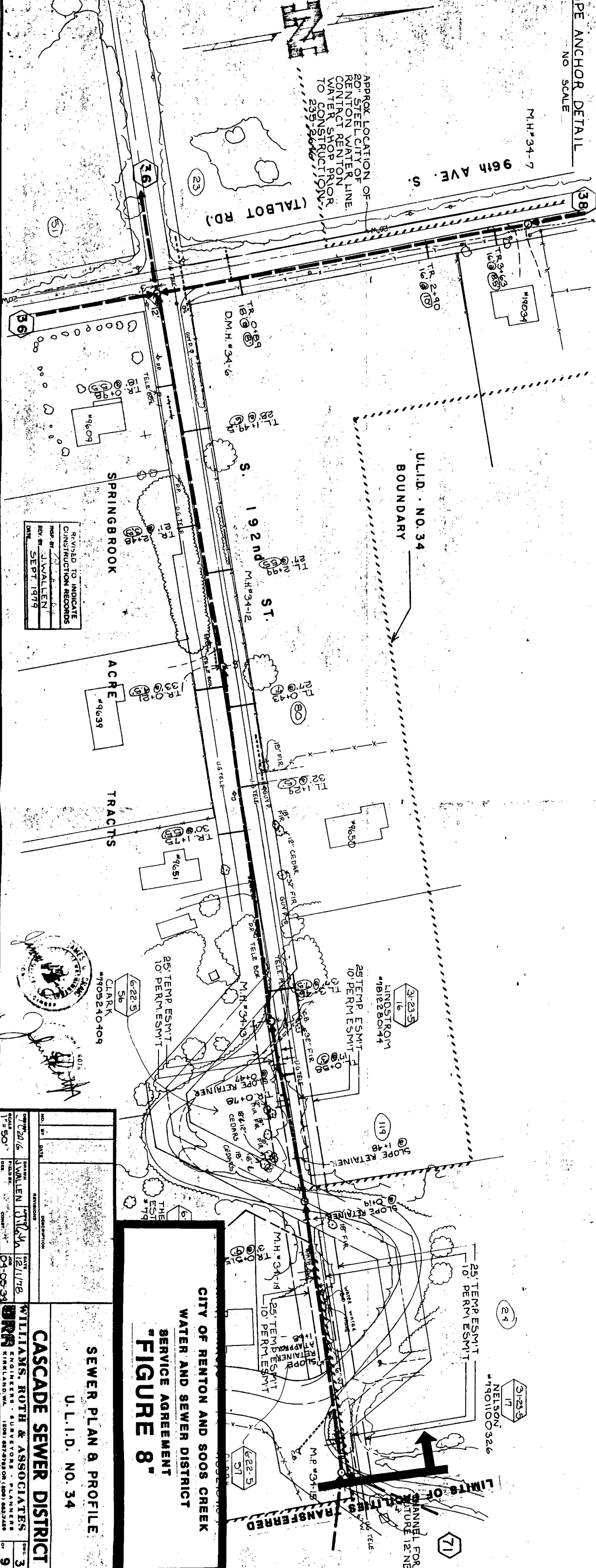


NO SCALE

M.H.#34-7

96th AVE. S.

APPROX. LOCATION OF 20\"/>



**CITY OF RENTON AND SOOS CREEK  
WATER AND SEWER DISTRICT  
SERVICE AGREEMENT  
"FIGURE 8"**

**SEWER PLAN & PROFILE**  
U. L. I. D. NO. 34

**CASCADE SEWER DISTRICT**

**WILLIAMS, ROTH & ASSOCIATES**  
ENGINEERS - SURVEYORS - PLANNERS

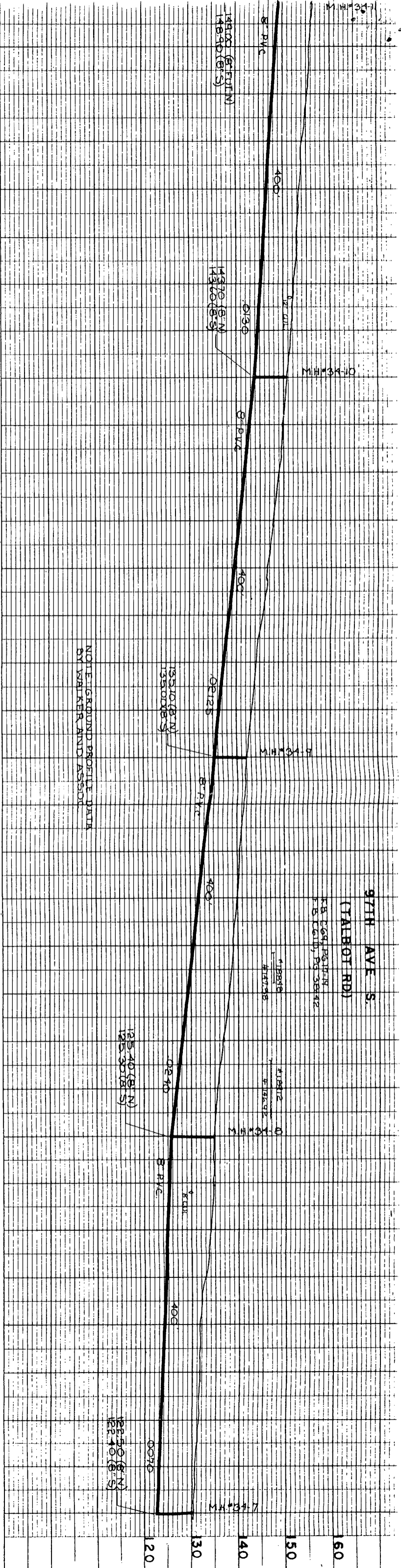
NO. 37 DATE: 01-11-78  
DRAWN BY: J. WALLEN  
CHECKED BY: J. WALLEN  
DATE: 01-05-78  
SCALE: 1" = 50'  
PROJECT NO.: 01-05-34  
SHEET NO.: 9

K-37

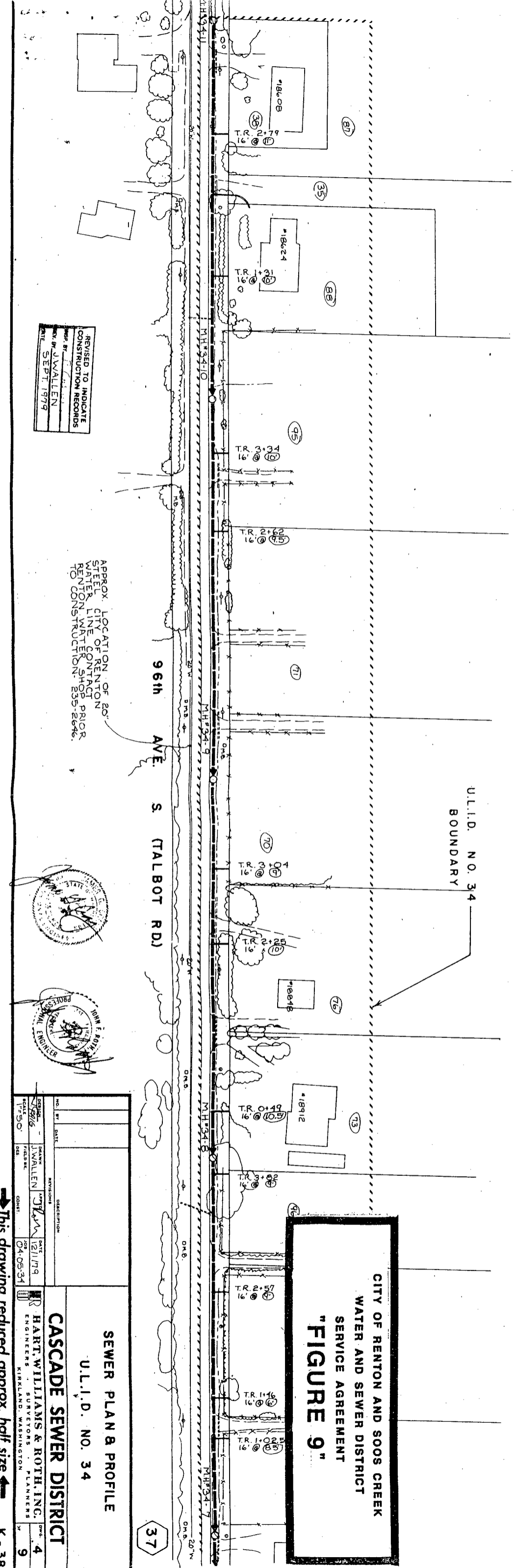
REVIEWED TO INDICATE CONSTRUCTION RECORDS  
REV. BY: J. WALLEN  
DATE: SEPT. 1979



This drawing reduced approx. half size



LIMITS OF FACILITIES TRANSFERRED



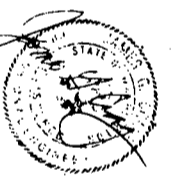
**CITY OF RENTON AND SOOS CREEK  
WATER AND SEWER DISTRICT  
SERVICE AGREEMENT  
"FIGURE 9"**

**SEWER PLAN & PROFILE  
U.L.I.D. NO. 34**

**CASCADE SEWER DISTRICT**

REVISED TO INDICATE  
CONSTRUCTION RECORDS  
BY J.WALLEN  
DATE SEPT 1979

APPROX. LOCATION OF 20'  
STEEL CITY OF RENTON  
WATER LINE CONTACT PRIOR  
TO CONSTRUCTION. 235-2646.



NO.	BY	DATE	REVISIONS	DESCRIPTION
1	J.WALLEN	12/1/79		
2	J.WALLEN	04-05-81		

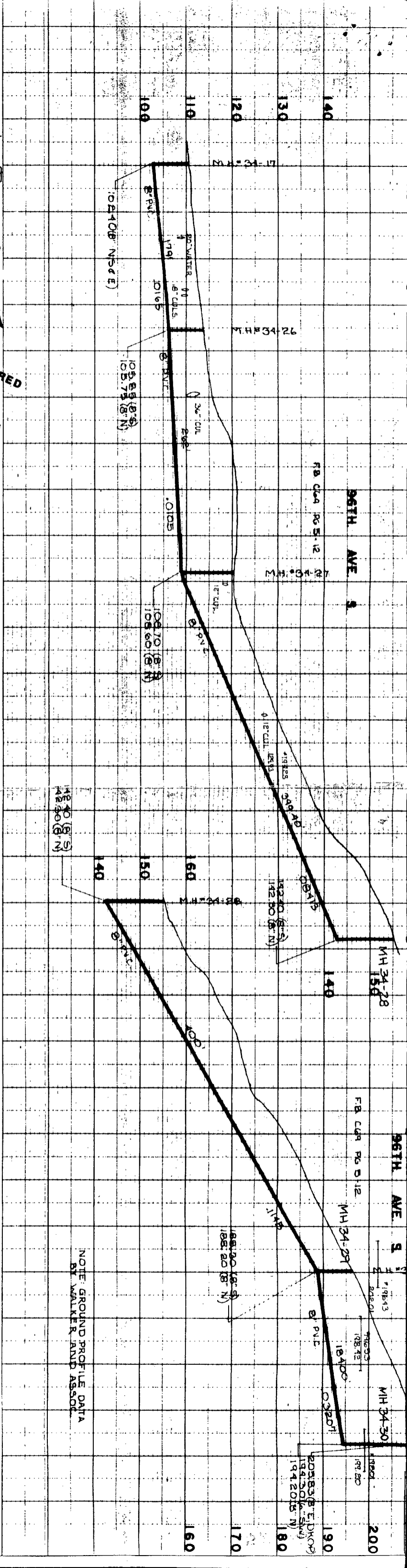
  

DESIGNED BY	DATE	PROJECT NO.	SCALE
J.WALLEN	12/1/79	04-05-81	1"=50'
CHECKED BY	DATE	PROJECT NO.	SCALE
J.WALLEN	12/1/79	04-05-81	1"=50'

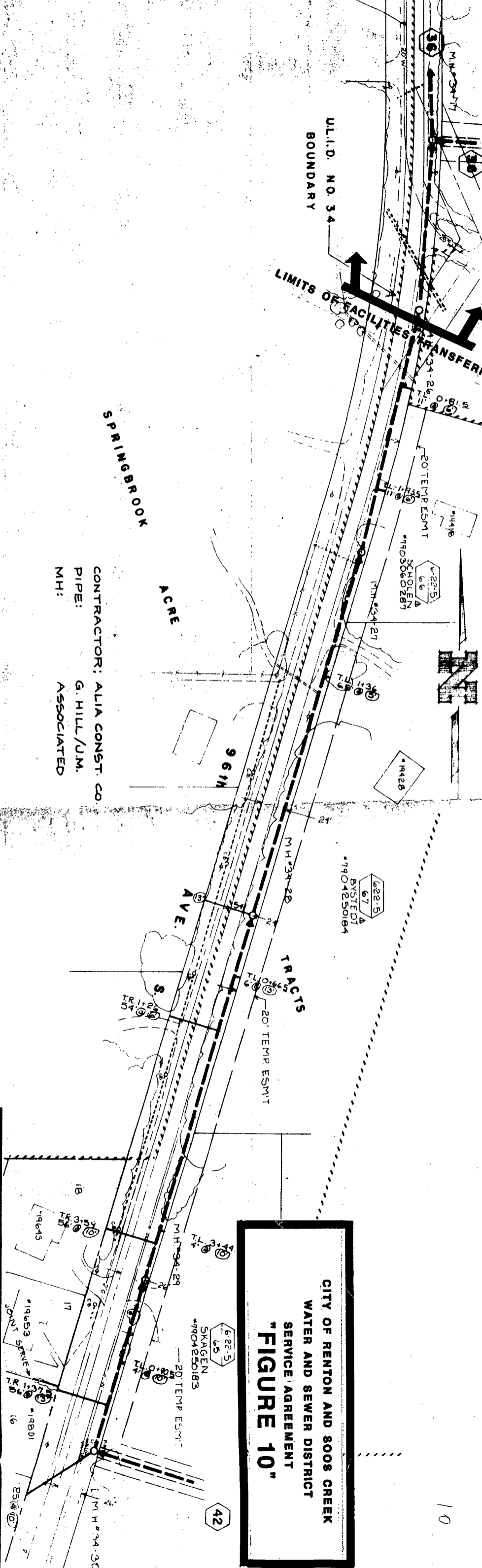
  

ENGINEERS	PLANNERS
HART, WILLIAMS & ROTH, INC.	
KIRKLAND, WASHINGTON	

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**CITY OF RENTON AND SOOS CREEK  
WATER AND SEWER DISTRICT  
SERVICE AGREEMENT  
"FIGURE 10"**

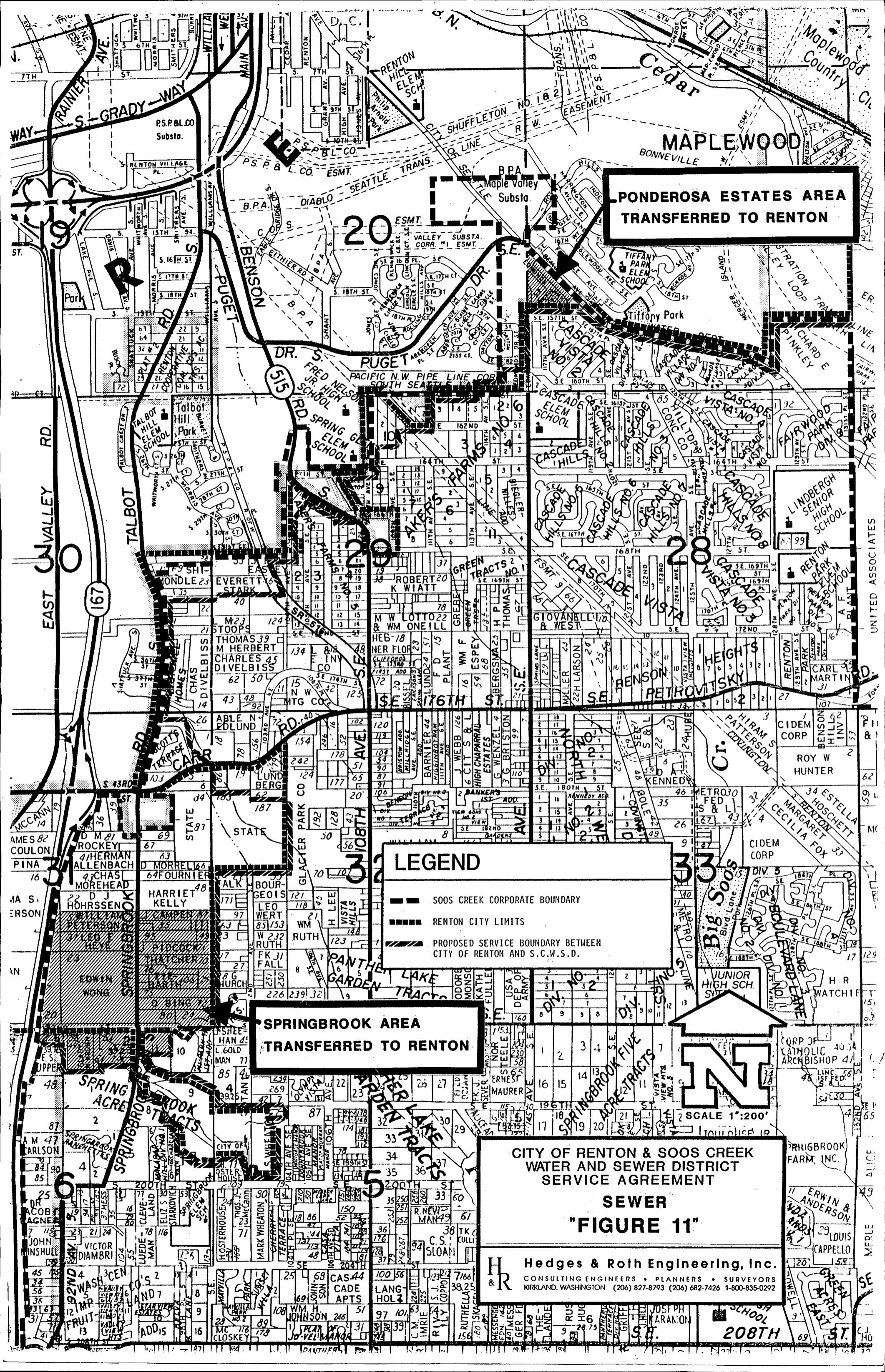


CONTRACTOR: ALIA CONST. CO.  
PIPE: G. HILL/J.M.  
MH: ASSOCIATED

REVISED TO INDICATE  
CONSTRUCTION RECORDS  
REV. BY: J. WALLEN  
DATE: SEPT. 1979

SEWER PLAN & PROFILE U.L.I.D. NO. 34	
<b>CASCADE SEWER DISTRICT</b>	
DESIGNED BY WILLIAMS, ROTH & ASSOCIATES ENGINEERS, SURVEYORS, PLANNERS KIRKLAND WA. (206) 827-2200 OR (206) 827-248	DATE 01-05-94
PROJECT NO. 121/78	SCALE 1"=50'
DATE 01-05-94	BY J. WALLEN
NO. OF SHEETS 6	SHEET NO. 9

This drawing reduced approx. half size K-40



**PONDEROSA ESTATES AREA  
TRANSFERRED TO RENTON**

**SPRINGBROOK AREA  
TRANSFERRED TO RENTON**

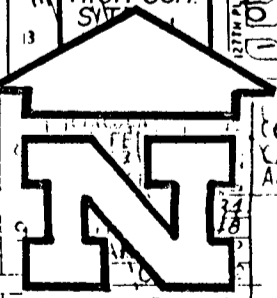
**LEGEND**

- SOOS CREEK CORPORATE BOUNDARY
- ▬ RENTON CITY LIMITS
- ▨ PROPOSED SERVICE BOUNDARY BETWEEN CITY OF RENTON AND S.C.W.S.D.

**CITY OF RENTON & SOOS CREEK  
WATER AND SEWER DISTRICT  
SERVICE AGREEMENT**

**SEWER  
"FIGURE 11"**

**Hedges & Roth Engineering, Inc.**  
CONSULTING ENGINEERS • PLANNERS • SURVEYORS  
KIRKLAND, WASHINGTON (206) 827-8793 (206) 682-7426 1-800-835-0292



SCALE 1"=200'

208TH ST.

**CONTRACT FOR WATER SUPPLY AND JOINT STORAGE AND TRANSMISSION**

This contract is made this 1st day of January, 1993, by and between the CITY OF RENTON ("City") and BRYN MAWR-LAKERIDGE WATER AND SEWER DISTRICT ("District"), both municipal corporations of the State of Washington.

For and in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Purpose of Contract. The purpose of this contract is to provide an agreement for operating and maintaining jointly used storage and transmission facilities, and to ensure that the District will receive the water supply and jointly used facilities capacity stated in this contract and that the City will be compensated for providing that service. The purpose of this contract also is to supersede and replace the prior agreement between the City and King County Water District No. 63, the predecessor to the District, dated March 4, 1983, as amended by Agreement Amendment No. 1 dated December 30, 1985.

2. Definitions. The following words and phrases used in this contract shall have the following meanings:

- a. "City" shall mean the City of Renton, Washington and its successors in interest.
- b. "City's Maintenance and Operation Expenses" shall be as described in Exhibit D, attached hereto and made a part hereof. The parties reserve the right to amend Exhibit D annually by letter signed by the authorized representatives of the parties.
- c. "District" shall mean Bryn Mawr-Lakeridge Water and Sewer District, King County, Washington and its successors in interest.
- d. "Joint Facilities" shall mean the reservoir, transmission pipelines, supply booster pump station, metering facilities, appurtenances and necessary land, rights-of-way, and other property rights required therefor, all as more specifically described in Exhibit A, attached hereto and made a part hereof.
- e. "Joint Facilities Costs", for Joint Facilities, shall be as described in Exhibit C, attached hereto and made a part hereof. For future joint facilities, Joint Facilities Costs shall include all costs and expenses attributable to the construction and installation of future joint facilities and financing thereof, including but not limited to: (1) actual cost of design and construction; (2) acquisition of land; (3) compliance with any applicable environmental policy act or procedures; (4) engineering fees;

(5) legal fees; (6) financial consultant fees; (7) interest during construction; (8) bond issue costs; (9) taxes; (10) publication costs; (11) contract administration costs; (12) costs in preparing, executing, and effecting any contracts; and (13) other costs and expenses relating to the planning, design, construction, installation, and financing of the future joint facilities.

- f. "Joint Facilities Bonds" shall mean water and sewer revenue bonds issued by the City to pay Joint Facilities Costs of the Joint Facilities or future joint facilities and any future bonds hereafter issued and sold to refund such bonds if such refunding of bonds effects a savings to the City. If only a portion of the proceeds of any issue or series of bonds is devoted to Joint Facilities Costs or to the refunding of Joint Facilities Bonds, the percentage that such portion represents of the entire proceeds shall be applied to each maturity of such bonds and the amount of each redemption of such bonds, and such amounts equal to that percentage shall be Joint Facilities Bonds.
- g. "Joint Facilities Debt Service Expense" for Joint Facilities shall be as described in Exhibit C, Table 4. For future Joint Facilities, Joint Facilities Debt Service Expense shall include costs of issuance, interest and principal, on the Joint Facilities Bonds as defined above.

3. Construction of the Original Joint Facilities. The City has constructed the Joint Facilities and has advanced all Joint Facilities Costs therefor through the sale of Joint Facilities Bonds. The Joint Facilities constructed shall be owned by the City.

4. Maintenance and Operation of Joint Facilities. The City shall supply the District through the Joint Facilities, and the District shall be entitled and have the enforceable right to receive therefrom, water service in (but not exceeding) the quantities specified in Exhibit B, attached hereto and made a part hereof, subject to (a) the design and actual physical capacity of the Joint Facilities to furnish that water at any one time, (b) act of God, force majeure, or other cause beyond the reasonable control of the City, (c) change in quantities specified in Exhibit B made pursuant to Paragraph 6, and (d) restrictions due to emergency and/or drought, but only to the extent that a percentage reduction in supply rate is uniformly applied to the City and the District. Programmatic water conservation shall be encouraged, but is not the subject of this agreement.

The City shall maintain and operate the Joint Facilities in accordance with prevailing engineering standards and in conformity with the then current standards and requirements established by applicable State and Federal law and agencies having jurisdiction over such maintenance and operation. The City shall carry public liability insurance for the Joint Facilities with limits in accordance with standard practice or shall establish and maintain a self-insurance program for the Joint Facilities. The insurance premium or the cost of self-insurance for the Joint Facilities shall be included in the City's Maintenance and Operation Expenses. No direct cost of claims

or other related Joint Facilities shall be allocated or charged to the District. Pursuant to reasonable notice to the City, the District shall have the right to observe the operation and maintenance of the Joint Facilities at any time.

5. Access to Joint Facilities. Upon reasonable notice to the City, the District shall have access to the Joint Facilities for observation purposes only, unless agreed otherwise in advance by the parties.

6. Future Joint Facilities. Future joint facilities to be constructed shall be agreed upon by the District and the City, but in no event shall be of less capacity and quality than is required by applicable Federal, State, or County laws and regulations. The District and the City shall confer and agree upon a method for financing such facilities. The payment of the cost of such future joint facilities shall be made in accordance with Paragraph 7.

If regulatory agencies with jurisdiction over the Joint Facilities validly direct the upgrading of the Joint Facilities by the making of qualitative improvements to such facilities, the City shall immediately commence the planning, design, and construction of the improvements subject to the approval of the City Council and availability of sufficient funds to finance such improvements.

7. Financing Construction and Maintenance of Joint Facilities. In consideration for the City's acquiring, constructing, installing, maintaining, and operating the Joint Facilities, and as a condition for use thereof and service therefrom, the District shall pay to the City the amounts provided for in Paragraph 8. All such payments shall be made at the times and in the manner specified in Paragraph 8.

To finance any future joint facilities costs, the City may issue water and sewer revenue bonds (Joint Facilities Bonds) which may have a lien position on the gross revenue of the City's waterworks utility, including the system of sewerage as a part thereof, on a parity with its outstanding water and sewer revenue bonds and any bonds hereafter issued on a parity of lien with those revenue bonds. Such Joint Facilities Bonds may be issued and sold at any time after the effective date of this Contract.

If there are any excess proceeds from Joint Facilities Bonds and earnings from the investment thereof after payment of all costs relating to the purposes of such Bonds, the City shall deposit such excess proceeds and earnings into the Bond Redemption Fund for such bonds for the purpose of paying principal and interest as they come due or redeem such Bonds prior to their maturity, at such time such Bonds are subject to prior redemption.

The charges for the District's share of the Joint Facilities Costs and the City's Maintenance and Operation Expenses shall be deemed water service charges.



8. Billings and Payments. The District's billings for Joint Facilities shall be determined as follows:

- a. The District's total share of the Joint Facilities Debt Service Expense for Joint Facilities shall be as shown on Exhibit C, Table 4. The parties have agreed to remove Well No. 9 pump from the calculations. Exhibit C, Table 4 takes into account the sum of \$117,075.88 on unpaid interest and debt service through December 31, 1992. The derivation of the figure on unpaid interest and debt service is set forth in Table 3B of Exhibit C. The annual debt service also includes the District's share equal to \$15,000.00, for a one time telemetry expense, which item is to be installed on or about the date of signing of this agreement. This \$15,000.00 shall not be adjusted.
- b. The District's share of future joint facilities and manner of payment therefor shall be agreed upon at the time of construction of such facilities.
- c. The District's share of the City's Maintenance and Operation Expenses for the water supply which supplies water to the Joint Facilities shall be computed annually by dividing the entire City's maintenance and operations cost for production and transmission only by the volume of water sold and then multiplying by the volume of water supplied to the District. The method used to determine the District's share is shown on Exhibit E, attached hereto and made a part hereof. Well No. 9 shall be included in the City's maintenance and operation cost for production and transmission and not in the Joint Facilities Debt Service Expense. City utility taxes and state excise taxes shall not be added to the payment to be made by the District to the City unless and until there is a future change in the law which would permit or require such taxation.
- d. The City shall bill the District once a year for the annual payments of the Joint Facilities Debt Service Expense. The City shall bill the District for the District's share of the City's Maintenance and Operation Expenses in monthly installments based on volume of water used. The District shall pay any billing within 60 days of receipt. Charges omitted in one month may be billed in the following month. Delinquent charges shall accrue interest on the unpaid balance at the rate of 12 percent per annum from date of delinquency until paid.

By October 1 of each year, the City shall notify the District of the proposed budget for the Joint Facilities showing the estimate of the City's Maintenance and Operation Expenses for the ensuing calendar year. The budget amounts will be for informational purposes only to provide advance notice of anticipated changes, if any. The budget shall show an estimated cost per unit of volume, to be applied in determining monthly payments in Subsection d above.

By March 1 (or as soon as practical thereafter) of each year following the year for which the budget estimates apply, the City shall determine and notify the District of the actual City's Maintenance and Operation Expenses, and the actual water consumption by the District and the City for the immediately preceding calendar year or part thereof covered by this contract. If the actual requirements and expenses exceed the total payments made by the District, the District within 30 days after such notification shall pay to the City its share of that deficit. If the actual requirements and expenses for the District were less than the total payments made by the District for that preceding calendar year, the City shall retain those excess payments and credit the excess payments against the next payments due from the District.

During any year, the City shall operate within the Joint Facilities budget. Should the City's Maintenance and Operation Expenses increase above budget estimates, the City may amend the budget and increase the charges to the District after notifying the District at least 90 days before the increase shall take effect. Such notification shall state the reasons for such increase.

9. Covenants to Make Payments. The District irrevocably covenants, obligates, and binds itself to pay to the City the applicable payments and charges referred to in Paragraph 8 as water service charges out of the gross water revenues, and/or water and sewer revenues of the District or from such other money legally available to the District for such purpose as determined by the District. The water service charges shall, subject to the qualification below, be treated as maintenance and operation expenses and shall expressly be made a part of the maintenance and operation expenses of the District's system in any future bond issue or other financing payable in whole or in part from the revenues of the system. Further, the water service charges shall be payable and constitute a charge prior and superior to any charge or lien of any revenue bonds issued by the District payable from the gross revenues of the system, unless such future bond issue or other financing shall be on a parity of lien on such revenues with presently outstanding revenue bonds and such outstanding bonds do not permit such priority of payment.

It is recognized the District may have outstanding revenue bonds payable in whole or in part from the gross revenues of the system. Nothing in this paragraph is intended to violate, nor shall it be construed to violate, any covenants respecting those outstanding bonds, and such covenants, to the extent there is a conflict between them and this section, shall control with respect to such outstanding bonds and bonds issued on a parity therewith.

The District irrevocably covenants and agrees to establish rates and collect fees for water service, which will be sufficient to pay the water service charges to the City and to meet the covenants of existing bond issues which constitute a charge upon the gross revenues of the system. The City agrees to establish rates and collect fees for water service which will be at least sufficient to pay the expenses of maintenance and operation of the water utility of the City and meet the principal, interest, and coverage requirements of any and all revenue bonds of the City which constitute a charge upon the gross revenue of such water utility.

10. Furnishing of Books and Records. The District and the City will make available at reasonable times for inspection and copying their books and records relating to this contract and their respective system and utility. At a reasonable time prior to the sale of any Joint Facilities Bonds, the District and the City shall furnish to each other all public information which the City or the District may require having a bearing on the issuance and sale of such bonds.

11. Covenant Against Assignment, Conveyance, Merger. The District shall not assign obligations under this contract or assign or convey local facilities to any person or entity without first receiving the written consent for such action from the City Council. The City shall not assign its obligations under this contract or convey the Joint Facilities to any person or entity without first receiving the written consent for such action from the District Board of Commissioners. The District shall not permit the merger of it or its local facilities into another municipal corporation without the written consent of the City Council, unless the entity resulting from the merger shall assume and agree to perform all obligations of the merging entities under this contract.

12. Holder of Joint Facilities Bonds. The obligations of the District under this contract shall run to the benefit of the holders of the Joint Facilities Bonds and bonds issued on a parity therewith.

13. Effective Date - Term of Contract - Use of Joint Facilities. The effective date of this contract shall be January 1, 1993. This contract shall be effective until terminated by agreement of the parties; provided, that the parties shall not terminate the agreement until December 31, 2012, or such longer period as any Joint Facilities Bonds are outstanding or the payment thereof is not fully provided for, secured, and funded. The District shall have the right to use the Joint Facilities until this contract is terminated by agreement of the parties.

14. Participation by Others. Provision is hereby made for providing service to a third party or parties by the use of the Joint Facilities or supply from the City's or the District's system from the Joint Facilities. Such provision would be based upon: 1) a sufficient amount of unused capacity of the Joint Facilities to provide the service requested, 2) payment amounts that provide compensation to the City and the District that is adequate as determined mutually by the City and District, and 3) a mutually agreed upon distribution of such compensation between the City and the District.

15. Resolution of All Claims. This contract is a resolution of all claims by both parties as of the date of signing of this contract. Both the District and the City release all current or future claims related to past charges, methods of charging, and other monetary and equitable claims that could be raised. The District and the City release these claims on the basis of the accounting information provided in Exhibit C. The District and City agree that the calculations contained in Exhibit C and the methodology used at arriving at those calculations

are fair and equitable to both parties and are the basis for settling claims. Any future dispute between the parties shall be resolved by reference to these calculations and methodologies.

IN WITNESS WHEREOF, the District and the City have executed this contract as of the date and year first above written.

CITY OF RENTON, WASHINGTON

BRYN MAWR-LAKERIDGE WATER AND SEWER DISTRICT

By: Earl Clymer  
Earl Clymer, Mayor

By: B. P. Love

By: Marilyn J. Petersen 9-15-93  
Marilyn J. Petersen  
City Clerk

By: James H. Skog

By: P. J. Daunquist

By: A. G. Winter

By: Ronald L. Lewis

The Joint Facilities consist of the following components:

1. The West Hill Supply Booster Pump Station which pumps water from the City's 196 pressure zone to the West Hill Reservoir.
2. The 12-inch diameter transmission pipeline from the West Hill Supply Booster Pump Station to the West Hill Reservoir
3. The 1.35 million gallon West Hill Reservoir located on the Dimmitt Middle School site.
4. The 12-inch diameter transmission pipeline from the West Hill reservoir to the District including meter vault(s) and meter(s).
5. The telemetry link and supervisory control equipment for the Joint Facilities.

Well No. 9 is expressly eliminated from the Joint Facilities. Legal descriptions of the sites and locations of these facilities shall be as described and shown on the design plans for the construction of these facilities.

## WATER SERVICE QUANTITIES

The volumes, flow rates, and quantities allocated to the City and the District are as stated in the following table:

<u>PARTICIPANT</u>	<u>SERVICE POPULATION YEAR 2000</u>	<u>MAXIMUM DAY DEMAND (GALLONS)</u>	<u>EQUALIZING</u>	<u>STORAGE CAPACITY</u>		
				<u>FIRE (GALLONS)</u>	<u>STANDBY</u>	<u>TOTAL</u>
CITY	3,400	715,000	165,000	170,000	430,000	765,000
DISTRICT	<u>2,600</u>	<u>546,000</u>	<u>125,000</u>	<u>130,000</u>	<u>330,000</u>	<u>585,000</u>
TOTAL:	6,000	1,261,000	290,000	300,000	760,000	1,350,000

CITY11:05:as.

TABLE 1

17-Feb-88

**CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER & SEWER DISTRICT  
JOINT USE FACILITIES/CONSTRUCTION SCHEDULE  
ACTUAL CONSTRUCTION & FINANCING COSTS**

Year	West Hill Reservoir	Well #9 Pump	West Hill Pump	West Hill Main	WD 63 Pipeline	Totals
1982	6,902	0	0	0	0	6,902
1983	75,062	9,840	51,994	23,734	706	161,336
1984	58,070	176,618	176,215	314,766	306,362	1,032,031
1985	640,196	200,212	143,752	17,224	0	1,001,384
1986	6,792	1,883	21,690	3,604	0	33,969
1987	0	1,887	0	0	0	1,887
<b>Construction Totals</b>	<b>787,022</b>	<b>390,440</b>	<b>393,651</b>	<b>359,328</b>	<b>307,068</b>	<b>2,237,509</b>
<b>Less Grant Amount</b>	<b>239,577</b>	<b>118,854</b>	<b>119,831</b>	<b>109,383</b>	<b>93,474</b>	<b>681,119</b>
<b>City &amp; District Share</b>	<b>547,445</b>	<b>271,586</b>	<b>273,820</b>	<b>249,945</b>	<b>213,594</b>	<b>1,556,390</b>
<b>Percentage of Total</b>	<b>35.17%</b>	<b>17.45%</b>	<b>17.59%</b>	<b>16.06%</b>	<b>13.72%</b>	<b>100.00%</b>

Total Construction Costs	1,556,390
Pro Rata 1985 Bond Discount & Issuance Costs	47,157
Pro Rata 1989 Refunding Bond Discount & Issuance Costs	41,536
Total Costs Joint Use Facilities <span style="margin-left: 20px;">plus Well No. 9</span>	<u>1,645,083</u>

City's Share (75%)	1,233,812
District's Share (25%)	411,271
Total	<u>1,645,083</u>

1985 Bond Issue	2,600,000
Less Refunded Portion	1,775,000
Unrefunded Portion	825,000
1989 Refunding Bond	2,150,000
Total Joint Facilities Bonds	<u>2,975,000</u>

West Hill Portion of Bond Issues: 55.3%

West Hill Portion Excluding Well No. 9: 45.7%

Well No. 9 = 17.45%

100.0% - 17.45% = 82.55%

District's Share of West Hill Debt Excluding Well No. 9: 20.6%

82.55% \* 25%

TABLE 2

CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER & SEWER DISTRICT  
 JOINT USE FACILITIES  
 CALCULATION OF OVERPAYMENTS  
 (EXCLUDING STATE EXCISE & CITY UTILITY TAXES)

WEST HILL PORTION = 45.6% (ORIGINAL PERCENTAGE PER RH2 DEVELOPED WORKSHEET)							
YEAR	CONSUMPTION	ORIGINAL RATES	ORIGINAL BILLINGS	REVISED RATES	REVISED BILLINGS	OVER-PAYMENTS	
1986	80,605 \$	0.67 \$	54,005.35 \$	0.58 \$	46,750.90 \$	7,254.45	
1987	93,193	0.64	59,643.52	0.56	52,188.08	7,455.44	
1988	75,429	0.68	51,291.72	0.60	45,257.40	6,034.32	
1989	67,185	0.81	54,419.85	0.72	48,373.20	6,046.65	
1990	57,352	0.90	51,616.80	0.79	45,308.08	6,308.72	
1991	52,633	1.00	52,633.00	0.87	45,790.71	6,842.29	
1992 PROJ	51,000	1.07	54,570.00	0.96	48,980.00	5,610.00	
<b>TOTALS</b>	<b>477,397</b>		<b>\$ 378,180.24</b>		<b>\$ 332,628.37</b>	<b>\$ 45,551.87</b>	
Less June 19, 1991 Payment to the District: (Refund of State Excise Taxes)							(3,933.34)
Net Overpayment Due District							<u>\$ 41,618.53</u>

WEST HILL PORTION = 55.3% (REVISED PER ACTUAL COSTS)							
YEAR	CONSUMPTION	ORIGINAL RATES	ORIGINAL BILLINGS	REVISED RATES	REVISED BILLINGS	OVER-PAYMENTS	
1986	80,605 \$	0.67 \$	54,005.35 \$	0.58 \$	46,750.90 \$	7,254.45	
1987	93,193	0.64	59,643.52	0.56	52,188.08	7,455.44	
1988	75,429	0.68	51,291.72	0.59	44,503.11	6,788.61	
1989	67,185	0.81	54,419.85	0.71	47,701.35	6,718.50	
1990	57,352	0.90	51,616.80	0.78	44,734.56	6,882.24	
1991	52,633	1.00	52,633.00	0.86	45,264.38	7,368.62	
1992 PROJ	51,000	1.07	54,570.00	0.95	48,450.00	6,120.00	
<b>TOTALS</b>	<b>477,397</b>		<b>\$ 378,180.24</b>		<b>\$ 329,592.38</b>	<b>\$ 48,587.86</b>	
Less June 19, 1991 Payment to the District: (Refund of State Excise Taxes)							(3,933.34)
Net Overpayment Due District							<u>\$ 44,654.52</u>

EXHIBIT C  
 PAGE 2 OF 8



TABLE 2B

CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER & SEWER DISTRICT  
 1992 RATE PROJECTION  
 WEST HILL PORTION = 55.3%

Cost Component	1992 Projected	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981
Existing Water Consumption 1981 Est. WD #63 Consumption	2,964,894	2,948,151	2,994,954	2,984,474	3,053,125	3,224,258	2,940,075	2,780,384	2,576,713	2,392,872	2,480,939	2,375,442
<b>Total Water Consumption</b>	<b>2,964,894</b>	<b>2,948,151</b>	<b>2,994,954</b>	<b>2,984,474</b>	<b>3,053,125</b>	<b>3,224,258</b>	<b>2,940,075</b>	<b>2,780,384</b>	<b>2,576,713</b>	<b>2,392,872</b>	<b>2,480,939</b>	<b>2,375,442</b>
Total Production & Transmission Leases of Seattle Water for Renton West Hill Service	\$1,291,894	\$1,121,788	\$1,094,312	\$1,100,229	\$923,835	\$1,008,840	\$1,010,138	\$977,005	\$942,585	\$749,092	\$685,282	\$560,717
Allocatable Prod & Trans Costs	1,291,894	1,121,788	1,094,312	1,100,229	923,835	1,008,840	1,010,138	977,005	942,585	749,092	685,282	560,717
Allocated Existing Debt Service (1) Allocated State Excise Tax	570,008	517,792	426,685	279,466	186,203	149,237	198,039	170,273	185,779	156,285	138,014	125,142
Total Water Production & Transmission Cost	1,861,900	1,639,577	1,520,998	1,379,695	1,110,038	1,158,077	1,208,177	1,147,278	1,128,363	905,377	823,296	685,859
Prod & Tran Cost Per 100 CF 1985 Bond Debt Service, West Hill Portion	\$0.6280	\$0.5585	\$0.5079	\$0.4623	\$0.3636	\$0.3592	\$0.4109	\$0.4126	\$0.4379	\$0.3784	\$0.3318	\$0.2887
<b>Total Cost Per 100 CF</b>	<b>\$0.95</b>	<b>\$0.86</b>	<b>\$0.78</b>	<b>\$0.71</b>	<b>\$0.59</b>	<b>\$0.58</b>	<b>\$0.58</b>	<b>\$0.41</b>	<b>\$0.44</b>	<b>\$0.38</b>	<b>\$0.33</b>	<b>\$0.29</b>
% Increase on Rate	11.38%	9.55%	10.08%	21.30%	5.48%	-4.43%	40.79%	-5.77%	15.73%	14.03%	14.93%	69.82%
% Inc on Prod & Tran Cost	12.84%	9.58%	9.86%	27.15%	1.22%	-12.60%	-0.41%	-5.77%	15.73%	14.03%	14.93%	69.82%
Existing Water Supply & Transmission Cost Addition to Existing Costs for Supply to West Hill Additional Operation & Maintenance Cost for West Hill Facilities												
<b>Total Water Supply &amp; Transmission Cost</b>												
<b>Total Water Supply &amp; Transmission Cost Per 100 CF</b>												

EXHIBIT C  
 PAGE 3 OF 8

TABLE 2B

CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER & SEWER DISTRICT  
1992 RATE PROJECTION  
WEST HILL PORTION = 55.3%

Cost Component	1992 Projected	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981
<b>(1) DEBT SERVICE ALLOCATION</b>							783,200	650,079	442,330	372,107	328,605	297,957
Debt Svc/1985 Unref Bond & 1989 Ref Bond	293,947	291,738	317,285	263,031	299,029	301,348	287,072	225,274				
West Hill Portion (55.3%)	162,553	161,331	175,459	145,456	165,363	166,645	158,751	124,577				
Total Debt Svc on Prod & Tran	732,559	679,123	602,144	424,922	351,566	315,882	328,944	273,033	185,779	156,285	138,014	125,142
Less 1985 West Hill Portion	(162,553)	(161,331)	(175,459)	(145,456)	(165,363)	(166,645)	(158,751)	(124,577)	0	0	0	0
Debt Svc on Remaining System	570,006	517,792	426,685	279,466	186,203	149,237	170,193	148,457	185,779	156,285	138,014	125,142

Note : All Consumptions are in 100 C.F.

EXHIBIT C  
PAGE 4 OF 8

TABLE 3

CITY OF RENTON  
DEBT SERVICE SCHEDULE-WEST HILLS JOINT USE AGREEMENT

1985 BOND ISSUE							1989 REFUNDING BOND ISSUE						COMBINED 1985 AND 1989 REFUNDING BONDS					
DATE	PRINCIPAL	RATE	INTEREST	TOTAL	COMPOSITE INTEREST RATE	PRINCIPAL BALANCE	PRINCIPAL	RATE	INTEREST	TOTAL	COMPOSITE INTEREST RATE	PRINCIPAL BALANCE	PRINCIPAL	RATE	INTEREST	TOTAL	COMPOSITE INTEREST RATE	PRINCIPAL BALANCE
10/1/85			120,182.50	120,182.50	9.24%	2,600,000.00									120,182.50	120,182.50	9.24%	2,600,000.00
4/1/86	60,000.00	5.80%	120,182.50	180,182.50	9.24%	2,600,000.00							60,000.00		120,182.50	180,182.50	9.24%	2,600,000.00
10/1/86			118,442.50	118,442.50	9.33%	2,540,000.00									118,442.50	118,442.50	9.33%	2,540,000.00
4/1/87	60,000.00	6.75%	118,442.50	178,442.50	9.33%	2,540,000.00							60,000.00		118,442.50	178,442.50	9.33%	2,540,000.00
10/1/87			116,417.50	116,417.50	9.39%	2,480,000.00									116,417.50	116,417.50	9.39%	2,480,000.00
4/1/88	70,000.00	7.25%	116,417.50	186,417.50	9.39%	2,480,000.00							70,000.00		116,417.50	186,417.50	9.39%	2,480,000.00
10/1/88			113,880.00	113,880.00	9.45%	2,410,000.00									113,880.00	113,880.00	9.45%	2,410,000.00
4/1/89	70,000.00	7.50%	113,880.00	183,880.00	9.45%	2,410,000.00							70,000.00		113,880.00	183,880.00	9.45%	2,410,000.00
10/1/89			24,955.00	24,955.00	8.83%	565,000.00									24,955.00	24,955.00	8.83%	565,000.00
4/1/90	75,000.00	8.25%	24,955.00	99,955.00	8.83%	565,000.00	80,000.00	6.00%	86,088.33	166,088.33	8.01%	2,150,000.00	155,000.00		111,043.33	266,043.33	8.18%	2,715,000.00
10/1/90			21,861.25	21,861.25	8.92%	490,000.00			71,390.00	71,390.00	6.90%	2,070,000.00			93,251.25	93,251.25	7.29%	2,560,000.00
4/1/91	80,000.00	8.50%	21,861.25	101,861.25	8.92%	490,000.00	20,000.00	6.10%	91,390.00	91,390.00	6.90%	2,070,000.00	100,000.00		93,251.25	193,251.25	7.29%	2,560,000.00
10/1/91			18,461.25	18,461.25	9.01%	410,000.00			70,780.00	70,780.00	6.91%	2,050,000.00			89,241.25	89,241.25	7.26%	2,460,000.00
4/1/92	90,000.00	8.70%	18,461.25	108,461.25	9.01%	410,000.00	25,000.00	6.20%	70,780.00	95,780.00	6.91%	2,050,000.00	115,000.00		89,241.25	204,241.25	7.26%	2,460,000.00
10/1/92			14,546.25	14,546.25	9.09%	320,000.00			70,005.00	70,005.00	6.91%	2,025,000.00			84,551.25	84,551.25	7.21%	2,345,000.00
4/1/93	100,000.00	8.90%	14,546.25	114,546.25	9.09%	320,000.00	25,000.00	6.30%	70,005.00	95,005.00	6.91%	2,025,000.00	125,000.00		84,551.25	209,551.25	7.21%	2,345,000.00
10/1/93			10,096.25	10,096.25	9.18%	220,000.00			69,217.50	69,217.50	6.92%	2,000,000.00			79,313.75	79,313.75	7.15%	2,220,000.00
4/1/94	105,000.00	9.10%	10,096.25	115,096.25	9.18%	220,000.00	25,000.00	6.40%	69,217.50	94,217.50	6.92%	2,000,000.00	130,000.00		79,313.75	209,313.75	7.15%	2,220,000.00
10/1/94			5,318.75	5,318.75	9.25%	115,000.00			68,417.50	68,417.50	6.93%	1,975,000.00			73,736.25	73,736.25	7.06%	2,090,000.00
4/1/95	115,000.00	9.25%	5,318.75	120,318.75	9.25%	115,000.00	25,000.00	6.50%	68,417.50	93,417.50	6.93%	1,975,000.00	140,000.00		73,736.25	213,736.25	7.06%	2,090,000.00
10/1/95									67,605.00	67,605.00	6.93%	1,950,000.00			67,605.00	67,605.00	6.93%	1,950,000.00
4/1/96		9.40%					160,000.00	6.60%	67,605.00	227,605.00	6.93%	1,950,000.00	160,000.00		67,605.00	227,605.00	6.93%	1,950,000.00
10/1/96									62,325.00	62,325.00	6.96%	1,790,000.00			62,325.00	62,325.00	6.96%	1,790,000.00
4/1/97		9.50%					170,000.00	6.70%	62,325.00	232,325.00	6.96%	1,790,000.00	170,000.00		62,325.00	232,325.00	6.96%	1,790,000.00
10/1/97									56,630.00	56,630.00	6.99%	1,620,000.00			56,630.00	56,630.00	6.99%	1,620,000.00
4/1/98		9.60%					180,000.00	6.80%	56,630.00	236,630.00	6.99%	1,620,000.00	180,000.00		56,630.00	236,630.00	6.99%	1,620,000.00
10/1/98									50,510.00	50,510.00	7.02%	1,440,000.00			50,510.00	50,510.00	7.02%	1,440,000.00
4/1/99		9.70%					225,000.00	6.80%	50,510.00	275,510.00	7.02%	1,440,000.00	225,000.00		50,510.00	275,510.00	7.02%	1,440,000.00
10/1/99									42,860.00	42,860.00	7.06%	1,215,000.00			42,860.00	42,860.00	7.06%	1,215,000.00
4/1/00		9.75%					170,000.00	7.00%	42,860.00	212,860.00	7.06%	1,215,000.00	170,000.00		42,860.00	212,860.00	7.06%	1,215,000.00
10/1/00									36,910.00	36,910.00	7.06%	1,045,000.00			36,910.00	36,910.00	7.06%	1,045,000.00
4/1/01		9.80%					180,000.00	7.00%	36,910.00	216,910.00	7.06%	1,045,000.00	180,000.00		36,910.00	216,910.00	7.06%	1,045,000.00
10/1/01									30,610.00	30,610.00	7.08%	865,000.00			30,610.00	30,610.00	7.08%	865,000.00
4/1/02		9.80%					195,000.00	7.00%	30,610.00	225,610.00	7.08%	865,000.00	195,000.00		30,610.00	225,610.00	7.08%	865,000.00
10/1/02									23,785.00	23,785.00	7.10%	670,000.00			23,785.00	23,785.00	7.10%	670,000.00
4/1/03		9.80%					210,000.00	7.10%	23,785.00	233,785.00	7.10%	670,000.00	210,000.00		23,785.00	233,785.00	7.10%	670,000.00
10/1/03									16,330.00	16,330.00	7.10%	460,000.00			16,330.00	16,330.00	7.10%	460,000.00
4/1/04		9.80%					225,000.00	7.10%	16,330.00	241,330.00	7.10%	460,000.00	225,000.00		16,330.00	241,330.00	7.10%	460,000.00
10/1/04									8,342.50	8,342.50	7.10%	235,000.00			8,342.50	8,342.50	7.10%	235,000.00
4/1/05		9.80%					235,000.00	7.10%	8,342.50	243,342.50	7.10%	235,000.00	235,000.00		8,342.50	243,342.50	7.10%	235,000.00
TOTALS	825,000.00		1,128,322.50	1,953,322.50			2,150,000.00		1,571,523.33	3,727,523.33			2,975,000.00		2,705,845.83	5,680,845.83		

PAGE 5 OF 8

TABLE 3A

NET PROJECT COST		\$1,645,083.00	
1985 UNREF & 1989 REF BOND ISSUE:		\$2,975,000.00	
WEST HILL PORTION:		55.30%	
(55.3%) OF COMBINED 1985 AND 1989 REFUNDING BONDS			
PRINCIPAL	INTEREST	TOTAL	AVE ANNUAL INTEREST RATE
	66,460.92	66,460.92	9.24%
33,180.00	66,460.92	99,640.92	9.29%
	65,498.70	65,498.70	9.29%
33,180.00	65,498.70	98,678.70	9.36%
	64,378.88	64,378.88	9.36%
38,710.00	64,378.88	103,088.88	9.42%
	62,975.64	62,975.64	9.42%
38,710.00	62,975.64	101,685.64	9.14%
	13,800.12	13,800.12	9.14%
85,715.00	61,406.96	147,121.96	7.73%
	51,567.94	51,567.94	7.73%
55,300.00	51,567.94	106,867.94	7.27%
	49,350.41	49,350.41	7.27%
63,595.00	49,350.41	112,945.41	7.23%
	46,756.84	46,756.84	7.23%
69,125.00	46,756.84	115,881.84	7.18%
	43,860.50	43,860.50	7.18%
71,890.00	43,860.50	115,750.50	7.10%
	40,776.15	40,776.15	7.10%
77,420.00	40,776.15	118,196.15	6.99%
	37,385.57	37,385.57	6.99%
88,480.00	37,385.57	125,865.57	6.95%
	34,465.73	34,465.73	6.95%
94,010.00	34,465.73	128,475.73	6.98%
	31,316.39	31,316.39	6.98%
99,540.00	31,316.39	130,856.39	7.00%
	27,932.03	27,932.03	7.00%
124,425.00	27,932.03	152,357.03	7.04%
	23,701.58	23,701.58	7.04%
94,010.00	23,701.58	117,711.58	7.06%
	20,411.23	20,411.23	7.06%
99,540.00	20,411.23	119,951.23	7.07%
	16,927.33	16,927.33	7.07%
107,835.00	16,927.33	124,762.33	7.09%
	13,153.11	13,153.11	7.09%
116,130.00	13,153.11	129,283.11	7.10%
	9,030.49	9,030.49	7.10%
124,425.00	9,030.49	133,455.49	7.10%
	4,613.40	4,613.40	7.10%
129,955.00	4,613.40	134,568.40	7.10%
1,645,175.00	1,496,332.76	3,141,507.76	

EXHIBIT C  
PAGE 9 OF 8

TABLE 3B

BRYN MAWR-LAKERIDGE WATER & SEWER DISTRICT  
 20.6% SHARE OF WEST HILL PORTION (55.3%) OF JOINT USE FACILITIES BOND ISSUES  
 AMORTIZATION SCHEDULE

(1) YEAR	(2) PRINCIPAL	(3) INTEREST	(4) TOTAL	(5) INTEREST RATE	(6) DISTRICT CONSUMPTION	(7) FIXED COST	(8) ANNUAL PAYMENT	(9) DISTRICT OVER PAYMENTS	(10) UNPAID DEBT SVC	(11) PMT APPLIED TO UNPAID DEBT SVC 8+9-4.13	(12) ACCRUED UNPAID DEBT SVC BAL+10+11	(13) INTEREST ON UNPAID DEBT SVC 12*5	(14) INTEREST ON UNPAID INTEREST 16*5	(15) PMT APPLIED TO ACCRUED INTEREST 8+9-4	(16) ACCRUED UNPAID INTEREST BAL+13+14	(17) TOTAL ACCR UNPAID INT & DEBT SVC 12+16
1985	0.00	13,690.95	13,690.95	9.24%			0.00	0.00	13,690.95	0.00	13,690.95	0.00	0.00	0.00	0.00	13,690.95
1986	6,835.08	27,183.68	34,018.76	9.29%	80,605	0.170	13,702.83	7,254.45	13,061.46	0.00	26,732.41	1,271.89	0.00	0.00	1,271.89	28,024.30
1987	6,835.08	26,754.78	33,589.86	9.36%	93,193	0.196	18,265.83	7,455.44	7,868.59	0.00	34,621.00	2,504.03	119.05	0.00	3,894.97	38,515.97
1988	7,974.26	26,235.03	34,209.29	9.42%	75,429	0.222	16,745.24	6,788.61	10,675.44	0.00	45,296.44	3,261.30	366.91	0.00	7,523.18	52,819.62
1989	7,974.26	15,815.81	23,790.07	9.14%	67,185	0.248	16,661.88	6,718.50	409.69	0.00	45,706.13	4,140.09	687.62	0.00	12,350.89	58,057.02
1990	17,657.29	23,272.83	40,930.12	7.73%	57,352	0.274	15,714.43	6,882.24	18,333.43	0.00	64,039.57	3,533.08	954.72	0.00	16,838.69	80,878.26
1991	11,391.80	20,789.18	32,180.98	7.27%	52,633	0.300	15,789.90	3,435.28	12,955.80	0.00	76,995.37	4,655.68	1,224.17	0.00	22,718.54	99,713.91
1992	13,100.57	19,798.09	32,898.66	7.23%	51,000 Est	0.326	16,626.00	6,120.00	10,152.66	0.00	87,148.03	5,566.76	1,642.55	0.00	29,927.85	117,075.88
1993	14,239.75	18,667.17	32,906.92	7.18%												
1994	14,809.34	17,435.15	32,244.49	7.10%												
1995	15,948.52	16,101.31	32,049.83	6.99%												
1996	18,226.88	14,801.37	33,028.25	6.95%												
1997	19,366.06	13,551.12	32,917.18	6.98%												
1998	20,505.24	12,205.17	32,710.41	7.00%												
1999	25,631.55	10,636.52	36,268.07	7.04%												
2000	19,366.06	9,087.24	28,453.30	7.06%												
2001	20,505.24	7,691.74	28,196.98	7.07%												
2002	22,214.01	6,196.57	28,410.58	7.09%												
2003	23,922.78	4,569.82	28,492.60	7.10%												
2004	25,631.55	2,810.64	28,442.19	7.10%												
2005	26,770.73	950.36	27,721.09	7.10%												
	338,906.05	308,244.53	647,150.58				113,506.14	44,654.52								

ESTIMATE  
 PAGE 7 OF 8

TABLE 4

CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER & SEWER DISTRICT  
 JOINT USE FACILITIES  
 FIXED DEBT SERVICE SCHEDULE  
 20.6% SHARE OF WEST HILL PORTION (55.3%)

YEAR	PAYMENT	INTEREST	PRINCIPAL	BALANCE	INTEREST RATE
12/31/92 Bal				399,213.59	
1993	37,874.03	28,663.54	9,210.49	390,003.10	7.18%
1994	37,874.03	27,660.28	10,213.75	379,789.35	7.10%
1995	37,874.03	26,494.54	11,379.49	368,409.86	6.99%
1996	37,874.03	25,558.69	12,315.34	356,094.52	6.95%
1997	37,874.03	24,841.53	13,032.50	343,062.02	6.98%
1998	37,874.03	24,024.91	13,849.12	329,212.90	7.00%
1999	37,874.03	23,217.12	14,656.91	314,555.99	7.04%
2000	37,874.03	22,262.85	15,611.18	298,944.81	7.06%
2001	37,874.03	21,196.89	16,677.14	282,267.67	7.07%
2002	37,874.03	20,084.59	17,789.44	264,478.23	7.09%
2003	37,874.03	18,850.58	19,023.45	245,454.78	7.10%
2004	37,874.03	17,492.68	20,381.35	225,073.43	7.10%
2005	37,874.03	16,038.32	21,835.71	203,237.72	7.10%
2006	37,874.03	14,480.72	23,393.31	179,844.41	7.10%
2007	37,874.03	12,812.53	25,061.50	154,782.91	7.10%
2008	37,874.03	11,025.90	26,848.13	127,934.78	7.10%
2009	37,874.03	9,112.42	28,761.61	99,173.17	7.10%
2010	37,874.03	7,063.09	30,810.94	68,362.23	7.10%
2011	37,874.03	4,868.25	33,005.78	35,356.45	7.10%
2012	37,874.03	2,517.58	35,356.45	0.00	7.10%
<b>TOTALS</b>	<b>757,480.60</b>	<b>358,267.01</b>	<b>399,213.59</b>	<b>0.00</b>	
Unpaid Interest & Debt Svc thru 12/31/92				117,075.88	
Cost for Telemetry				15,000.00	
Principal 1993 thru 2005				267,137.71	
Total Principal to Amortize				<u>399,213.59</u>	

10/12/92

FILE: WD63\FKDBTRV.XLS

EXHIBIT <sup>C</sup>  
 PAGE 2 OF 2

COST COMPONENT	DEFINITION	SOURCE OF COST INFORMATION
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ALLOCATION OF TRANSMISSION & DISTRIBUTION COST

Transmission Only Expense %:	Percent of Pipeline Length 10" & Larger	= .3815
	Total System Pipe Length	

Distribution Only Expense %:	Percent of Pipeline Length 8" & Smaller	= .6185
	Total System Pipe Length	

PRORATA ADMINISTRATION & GENERAL COST

Direct Production & Transmission Cost	* Total Administrative & General
Total System Cost - Administrative & General	

SOURCE OF SUPPLY

Operation Labor & Expenses:	Costs of labor, materials used and expenses relating to water quality and aquifer monitoring.	Job Cost System
Purchased Water:	Water purchased for resale.	Expenditure Reports - Basub 534.50
Maintenance of Wells & Springs:	Costs of labor, materials used and expenses incurred in the maintenance of wells and springs.	Job Cost System

PUMPING EXPENSES

Power Purchased for Pumping:	Electric utility costs used directly in pumping operations.	Expenditure Reports - Basub 534.50
Maintenance of Pumping Equipment:	Costs of labor, materials used and expenses incurred in the maintenance of pumping equipment.	Job Cost System

TREATMENT

Chemicals:	Cost of chemicals used in treatment of water.	Expenditure Reports - Basub 534.50
Maintenance of Treatment Equipment:	Cost of labor, materials used and expenses incurred in the maintenance of treatment equipment.	Job Cost System

EXHIBIT D  
PAGE 7 OF 44

JOINT FACILITIES AGREEMENT  
 COST COMPONENTS - WHOLESALE RATE CALCULATION

<u>COST COMPONENT</u>	<u>DEFINITION</u>	<u>SOURCE OF COST INFORMATION</u>
<b><u>TRANSMISSION &amp; DISTRIBUTION</u></b>		
Operations (Supervision & Engineering):	Cost of labor and expenses for Water Utility Engineering staff spent on transmission and distribution operations.	Job Cost System
Storage Facilities Expense:	Costs included with maintenance of distribution reservoirs.	Not Applicable
Transmission & Distribution Lines Expense:	Costs for Cross/Connection Control Maintenance and Inspection.	Job Cost System
Meter Expenses:	Costs of labor, materials used and expenses incurred in the testing and inspection of meters.	Job Cost System
Water Shop Rent:	Water Utility portion of City shop rent.	Expenditure Reports - Basub 539.10
Maintenance (Supervision & Engineering):	Cost of labor and expenses for Water Utility Maintenance Field Supervisors.	Job Cost System
Maintenance of Distribution Reservoirs:	Costs of labor, materials used and expenses for internal and external maintenance of reservoirs and grounds keeping.	Job Cost System
Maintenance of Transmission & Distribution:	Costs of labor, materials used and expenses incurred in the maintenance of mains including leak detection, inspection, repairs and replacements.	Job Cost System
Maintenance of Services:	Costs of labor, materials used and expenses incurred in the maintenance of services.	Job Cost System
Maintenance of Meters:	Costs of labor, materials used and expenses incurred in the maintenance of meters including repairs, replacements, and sawdusting.	Job Cost System
Maintenance of Hydrants:	Costs of labor, materials used and expenses incurred in the maintenance of hydrants.	Job Cost System
Maintenance of Miscellaneous Plant:	Costs of labor, materials used and expenses incurred in the maintenance of plant not provided elsewhere.	Job Cost System

EXHIBIT A  
 PAGE 2 OF 4



JOINT FACILITIES AGREEMENT  
COST COMPONENTS - WHOLESALE RATE CALCULATION

COST COMPONENT	DEFINITION	SOURCE OF COST INFORMATION
<b><u>CUSTOMER SERVICE</u></b>		
Meter Reading Expenses:	Costs of labor, materials used and expenses incurred in reading customer meters.	Job Cost System
Customer Records & Collection Expenses:	Costs of labor, materials used and expenses for Water Utility's allocated share of Utility Billing operations.	Job Cost System
<b><u>ADMINISTRATIVE &amp; GENERAL</u></b>		
Administrative & General Salaries:	Costs of labor for Water Utility Engineering staff less labor costs for Transmission and Distribution Operations (Supervision and Engineering). Water Utility's allocation of Utility Administration operations net of costs for Water Utility's allocated share of Utility Billing operations and City shop rent.	Expenditure Reports - Basub 534.20
Office Supplies:	Costs of supplies for Water Utility Engineering operations.	Expenditure Reports - Basub 534.20
Outside Services Employed:	Professional services fees and expenses for Water Utility Engineering operations.	Expenditure Reports - Basub 534.20
Insurance:	Costs of Insurance coverage for Water Utility.	Expenditure Reports - Basub 534.20
Administrative Pensions & Benefits:	Costs of pensions and benefits for Water Utility Engineering staff less costs of pensions and benefits for Transmission and Distribution Operations (Supervision and Engineering).	Expenditure Reports - Basub 534.20
Maintenance of General Plant:	Costs of miscellaneous expenses for Water Utility Engineering operations.	Expenditure Reports - Basub 534.20

EXHIBIT D  
PAGE 2 OF 4

COST COMPONENT	DEFINITION	SOURCE OF COST INFORMATION
EXISTING WATER CONSUMPTION	Total City billed water consumption.	City Billing Total Report
DEBT SERVICE ALLOCATION	Accrued Revenue Bond Debt Service allocated to Water Utility's production and transmission operations less West Hill Joint Facilities (excluding well no. 9) portion of 1985 unrefunded bond issue and 1989 refunding bond issue.	Accrued Revenue Bond Debt Service Schedule Summary of Water Utility Capital Improvement Programs

EXHIBIT P  
PAGE 4 OF 4

CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER DISTRICT  
1993 RATE PROJECTION

Cost Component	1993 Projected	1992 Estimated	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981
Existing Water Consumption	2,971,000	2,966,756	2,946,151	2,994,954	2,984,474	3,053,125	3,224,256	2,940,075	2,780,384	2,576,713	2,392,672	2,480,939	2,375,442
1981 Est. WD #63 Consumption													
<b>Total Water Consumption</b>	<b>2,971,000</b>	<b>2,966,756</b>	<b>2,946,151</b>	<b>2,994,954</b>	<b>2,984,474</b>	<b>3,053,125</b>	<b>3,224,256</b>	<b>2,940,075</b>	<b>2,780,384</b>	<b>2,576,713</b>	<b>2,392,672</b>	<b>2,480,939</b>	<b>2,375,442</b>
Total Production & Transmission	\$1,347,850	\$1,271,401	\$1,121,786	\$1,094,312	\$1,100,229	\$923,835	\$1,008,840	\$1,010,138	\$977,005	\$942,585	\$749,092	\$685,282	\$560,717
Less Costs of Seattle Water for Renton West Hill Service	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Allocatable Prod &amp; Trans Costs</b>	<b>1,347,850</b>	<b>1,271,401</b>	<b>1,121,786</b>	<b>1,094,312</b>	<b>1,100,229</b>	<b>923,835</b>	<b>1,008,840</b>	<b>1,010,138</b>	<b>977,005</b>	<b>942,585</b>	<b>749,092</b>	<b>685,282</b>	<b>560,717</b>
Allocated Existing Debt Service (1)	676,839	554,756	546,090	457,462	304,980	215,209	178,467	198,039	170,273	185,779	156,285	138,014	125,142
Allocated State Excise Tax				0	0	0	0	0	0	0	0	0	0
<b>Total Water Production &amp; Transmission Cost</b>	<b>2,024,689</b>	<b>1,826,158</b>	<b>1,667,876</b>	<b>1,551,774</b>	<b>1,405,209</b>	<b>1,139,044</b>	<b>1,187,307</b>	<b>1,208,177</b>	<b>1,147,278</b>	<b>1,128,363</b>	<b>905,377</b>	<b>823,296</b>	<b>685,859</b>
Prod & Tran Cost Per 100 CF	\$0.6815	\$0.6155	\$0.5661	\$0.5181	\$0.4708	\$0.3731	\$0.3682	\$0.4109	\$0.4126	\$0.4379	\$0.3784	\$0.3318	\$0.2887
1985 Bond Debt Service, West Hill Portion	\$0.0000	\$0.3260	\$0.3000	\$0.2740	\$0.2480	\$0.2220	\$0.1980	\$0.1700					
<b>Total Cost Per 100 CF</b>	<b>\$0.68</b>	<b>\$0.94</b>	<b>\$0.87</b>	<b>\$0.79</b>	<b>\$0.72</b>	<b>\$0.60</b>	<b>\$0.56</b>	<b>\$0.58</b>	<b>\$0.41</b>	<b>\$0.44</b>	<b>\$0.38</b>	<b>\$0.33</b>	<b>\$0.29</b>
% Increase on Rate	-27.62%	8.71%	9.34%	10.20%	20.80%	5.46%	-2.87%	40.79%	-5.77%	15.73%	14.03%	14.93%	69.82%
% Inc on Prod & Tran Cost	10.71%	8.73%	9.26%	10.04%	26.21%	1.31%	-10.39%	-0.41%	-5.77%	15.73%	14.03%	14.93%	69.82%

Existing Water Supply & Transmission Cost  
Addition to Existing Costs for Supply to West Hill  
Additional Operation & Maintenance Cost for West Hill Facilities

**Total Water Supply & Transmission Cost**

**Total Water Supply & Transmission Cost Per 100 CF**

EXHIBIT 111  
PAGE 7

CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER DISTRICT  
1993 COST ALLOCATION ANALYSIS

Cost Component	1993 Projected	1992 Estimated	1991 Actual	1990 Actual	1989 Actual	1988 Actual	1987 Actual	1986 Actual	1985 Actual	1984 Actual	1983 Actual	1982 Actual	1981 Actual
<b>SOURCE OF SUPPLY</b>													
Operation Labor & Expenses	\$113,544	\$107,117	\$69,920	\$42,651	\$29,747	\$17,004	\$20,215	\$10,311	\$7,853	\$8,986	\$10,109	\$6,342	\$7,458
Purchased Water	9,010	8,500	7,787	4,618	5,758	25,906	33,335	107,890	65,380	29,286	28,256	43,004	37,154
Maintenance of Wells & Springs	3,155	2,977	5,945	5,516	401	1,040	8,832	14,613	713	600	4,774	664	734
<b>Source Of Supply</b>	<b>125,709</b>	<b>118,594</b>	<b>83,652</b>	<b>52,785</b>	<b>35,906</b>	<b>43,950</b>	<b>62,382</b>	<b>132,814</b>	<b>73,946</b>	<b>38,872</b>	<b>43,139</b>	<b>50,010</b>	<b>45,346</b>
<b>PUMPING EXPENSES</b>													
Power Purchased for Pumping Water	330,000	290,000	242,874	321,884	329,962	293,370	283,670	247,766	221,779	202,096	152,225	132,827	110,721
Maintenance of Pumping Equipment	218,533	206,163	206,276	172,089	188,206	137,283	141,383	119,995	115,934	149,427	89,166	53,952	24,738
<b>Total Pumping Expenses</b>	<b>548,533</b>	<b>496,163</b>	<b>449,150</b>	<b>493,973</b>	<b>518,168</b>	<b>430,653</b>	<b>425,053</b>	<b>367,761</b>	<b>337,713</b>	<b>351,523</b>	<b>241,391</b>	<b>186,779</b>	<b>135,459</b>
<b>TREATMENT</b>													
Chemicals	21,200	20,000	35,647	39,799	24,692	44,189		5,270	3,378	457	678	1,019	701
Maintenance of Treatment Equipment	60,056	56,656	68,965	33,629	88,961	22,642	83,682	41,448	7,995	10,119	11,247	9,372	5,628
<b>Total Treatment</b>	<b>81,256</b>	<b>76,656</b>	<b>104,612</b>	<b>73,428</b>	<b>113,653</b>	<b>66,831</b>	<b>83,682</b>	<b>46,718</b>	<b>11,373</b>	<b>10,576</b>	<b>11,925</b>	<b>10,391</b>	<b>6,329</b>
<b>TRANSMISSION &amp; DISTRIBUTION</b>													
Operations (Supervision & Engineering)	93,331	88,048	96,668	84,712	88,330	72,753	97,585	79,094	75,479	69,460	64,827	44,107	54,549
Storage Facilities Expense	0	0	0	0	0	0	1,146	1,624	1,068	925	2,214	1,311	836
Transmission & Distribution Lines Expense	330	311	58	0	699	4,984	6,038	2,720	110	773	34	320	0
Water Expenses	69,068	65,159	45,898	45,909	42,390	31,110	0	46,421	16,009	28,954	48,047	45,633	34,352
Water Shop Rent	59,477	94,503	117,491	112,292	104,099	79,091	77,626	91,654	91,520	49,200	0	0	0
Maintenance (Supervision & Engineering)	79,552	75,049	88,867	44,781	46,675	44,008	63,259	63,288	73,613	57,057	64,403	46,062	53,581
Maintenance of Distribution Reservoirs	36,054	34,013	42,034	30,907	33,996	19,607	16,777	12,924	11,566	21,553	6,394	20,319	31,636
Maintenance of Transmission & Distribution	379,238	357,771	231,303	260,629	310,772	231,352	203,741	197,503	170,924	115,144	83,655	142,534	67,091
Maintenance of Services	167,353	167,880	207,651	285,496	167,388	150,865	163,187	211,960	241,281	258,475	189,389	101,329	87,865
Maintenance of Meters	47,768	45,064	55,410	54,613	79,594	83,299	73,396	79,821	51,920	69,919	59,917	44,021	33,944
Maintenance of Hydrants	125,254	118,164	70,293	77,021	47,010	36,011	43,394	62,533	39,907	50,233	44,872	42,378	82,947
Maintenance of Miscellaneous Plant	57,097	53,865	67,062	55,256	38,768	27,771	40,722	8,099	104	2,785	1,008	1,310	786
<b>Total Transmission &amp; Distribution</b>	<b>1,114,522</b>	<b>1,089,827</b>	<b>1,002,755</b>	<b>1,051,616</b>	<b>959,721</b>	<b>780,851</b>	<b>786,871</b>	<b>857,641</b>	<b>774,201</b>	<b>724,478</b>	<b>564,760</b>	<b>489,324</b>	<b>448,537</b>

EXHIBIT 4 OF 5  
 PAGE 2 OF 5

CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER DISTRICT  
1993 COST ALLOCATION ANALYSIS

Cost Component	1993 Projected	1992 Estimated	1991 Actual	1990 Actual	1989 Actual	1988 Actual	1987 Actual	1986 Actual	1985 Actual	1984 Actual	1983 Actual	1982 Actual	1981 Actual
<b>CUSTOMER SERVICE</b>													
Meter Reading Expenses	146,831	138,520	129,582	121,474	103,398	75,648	80,337	75,090	77,968	66,977	50,125	43,373	42,795
Customer Records & Collection Expenses	103,050	97,217	88,685	78,481	62,450	71,303	60,941	38,440	48,170	65,841	61,337	64,096	64,976
<b>Total Customer Service</b>	<b>249,881</b>	<b>235,737</b>	<b>218,267</b>	<b>199,955</b>	<b>165,848</b>	<b>146,951</b>	<b>141,278</b>	<b>113,530</b>	<b>126,136</b>	<b>132,818</b>	<b>111,462</b>	<b>107,469</b>	<b>107,771</b>
<b>ADMINISTRATIVE &amp; GENERAL</b>													
Administrative & General Salaries	173,163	155,476	73,017	33,294	22,063	18,188	25,891	24,992	27,859	15,751	14,769	13,105	38,187
Office Supplies	3,359	3,260	3,479	5,320	3,781	9,163	62	100	269	119	451	309	208
Outside Services Employed	32,340	57,783	41,098	52,825	18,366	59,815	157,047	138,508	7,692	3,777	11,389	27,835	28,164
Insurance (Injuries & Damages)	20,854	37,917	35,437	19,279	32,142	29,998	24,999	30,893	15,746	19,748	13,031	16,036	17,200
Administrative Pensions & Benefits	58,308	40,205	29,838	20,842	33,586	26,497	27,425	39,306	54,238	121,108	51,281	87,337	53,065
Maintenance of General Plant	12,111	4,521	2,654	2,099	5,182	4,266	1,228	1,754	1,689	1,719	1,859	1,728	2,210
Rents	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes	0	0	0	0	0	0	0	0	368,911	330,464	357,886	342,742	281,123
<b>Total Administrative &amp; General</b>	<b>300,135</b>	<b>299,162</b>	<b>185,523</b>	<b>133,659</b>	<b>115,120</b>	<b>147,927</b>	<b>238,652</b>	<b>235,553</b>	<b>476,404</b>	<b>492,684</b>	<b>450,666</b>	<b>489,092</b>	<b>420,157</b>
<b>Total System Cost</b>	<b>\$2,420,036</b>	<b>\$2,316,139</b>	<b>\$2,043,959</b>	<b>\$2,005,416</b>	<b>\$1,908,416</b>	<b>\$1,617,163</b>	<b>\$1,735,918</b>	<b>\$1,754,017</b>	<b>\$1,799,773</b>	<b>\$1,750,951</b>	<b>\$1,423,343</b>	<b>\$1,333,065</b>	<b>\$1,163,599</b>
<b>DIRECT PRODUCTION AND TRANSMISSION COSTS</b>													
Source of Supply	125,709	118,594	83,852	52,785	35,906	43,950	62,382	132,814	73,946	38,872	43,139	50,010	45,346
Pumping Expenses	548,533	496,163	449,150	493,973	518,168	430,653	425,053	367,761	337,713	351,523	241,391	186,779	135,459
Treatment	81,256	76,656	104,612	73,428	113,653	66,831	83,682	46,718	11,373	10,576	11,925	10,391	6,329
Transmission Only (1)	425,190	415,769	382,551	401,192	366,134	297,895	300,191	327,190	295,358	276,388	215,456	186,677	171,117
<b>Direct Production And Transmission Costs</b>	<b>1,180,688</b>	<b>1,107,182</b>	<b>1,019,965</b>	<b>1,021,378</b>	<b>1,033,861</b>	<b>839,329</b>	<b>871,308</b>	<b>874,483</b>	<b>718,390</b>	<b>677,359</b>	<b>511,911</b>	<b>433,857</b>	<b>358,251</b>
Prorata Admin & General (2)	167,162	164,219	101,821	72,935	66,368	84,506	137,532	135,655	258,815	265,225	237,181	251,425	202,466
<b>Total Production &amp; Transmission</b>	<b>\$1,347,850</b>	<b>\$1,271,401</b>	<b>\$1,121,786</b>	<b>\$1,094,312</b>	<b>\$1,100,229</b>	<b>\$923,835</b>	<b>\$1,008,840</b>	<b>\$1,010,138</b>	<b>\$977,005</b>	<b>\$942,585</b>	<b>\$749,092</b>	<b>\$685,282</b>	<b>\$560,717</b>

PAGE 5 OF 6

CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER DISTRICT  
1993 RATE PROJECTION

Cost Component	1993 Projected	1992 Estimated	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981
(1) DEBT SERVICE ALLOCATION								783,200	650,079	442,330	372,107	328,805	297,957
Debt Svsc/1985 Unref Bond & 1989 Ref Bond	289,997	293,947	291,738	317,285	263,031	299,029	301,348	287,072	225,274				
West Hill Portion (45.6%)		134,040	133,033	144,682	119,942	136,357	137,415	130,905	102,725				
West Hill Portion (45.7%) - 1993	132,529												
Total Debt Svsc on Prod & Tran	809,368	688,796	679,123	602,144	424,922	351,566	315,882	328,944	273,033	185,779	156,285	138,014	125,142
Less 1985 West Hill Portion	(132,529)	(134,040)	(133,033)	(144,682)	(119,942)	(136,357)	(137,415)	(130,905)	(102,725)	0	0	0	0
Debt Svsc on Remaining System	676,839	554,756	546,090	457,462	304,980	215,209	178,467	198,039	170,308	185,779	156,285	138,014	125,142

Note : All Consumptions are in 100 C.F.

SHEET E  
 PAGE 4 OF 5

**CITY OF RENTON/BRYN MAWR-LAKERIDGE WATER DISTRICT  
1993 COST ALLOCATION ANALYSIS**

Cost Component	1993 Projected	1992 Estimated	1991 Actual	1990 Actual	1989 Actual	1988 Actual	1987 Actual	1986 Actual	1985 Actual	1984 Actual	1983 Actual	1982 Actual	1981 Actual
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(1) Allocation of Transmission & Distribution Cost

Transmission Only Expense *	425,190	415,789	382,551	401,192	366,134	297,895	300,191	327,190	295,358	276,388	215,456	186,677	171,117
Distribution Only Expense **	689,332	674,058	620,204	650,424	593,587	482,956	486,680	530,451	478,843	448,090	349,304	302,847	277,420
<b>Total Trans &amp; Dist</b>	<b>1,114,522</b>	<b>1,089,827</b>	<b>1,002,755</b>	<b>1,051,616</b>	<b>959,721</b>	<b>780,851</b>	<b>786,871</b>	<b>857,641</b>	<b>774,201</b>	<b>724,478</b>	<b>564,760</b>	<b>489,324</b>	<b>448,537</b>

$$\frac{\text{Percent of Pipeline Length 10" \& Larger} \times \text{Transmission Only Expense}}{\text{Total System Pipe Length}} = .3815$$

$$\frac{\text{Percent of Pipeline Length 8" \& Smaller} \times \text{Distribution Only Expense}}{\text{Total System Pipe Length}} = .6185$$

$$\frac{\text{Direct Production \& Transmission Cost}}{\text{Total System Cost - Administrative \& General}} = \frac{\text{Total Administrative \& General}}{\text{Total System Cost - Administrative \& General}}$$

EXHIBIT E  
PAGE 5 OF 5



# AGREEMENT FOR THE EMERGENCY SALE OF WATER BETWEEN THE CITY OF RENTON AND THE CITY OF TUKWILA

This AGREEMENT made and entered into this 21<sup>st</sup> day of March 1995, by and between the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "RENTON" and the CITY OF TUKWILA, a municipal corporation of the State of Washington, acting through its Water Department, hereinafter called "TUKWILA".

WHEREAS, RENTON and TUKWILA may experience periodic water supply shortfall;  
WHEREAS, RENTON and TUKWILA recognize the public benefits of cooperation and collaborative problem solving;

WHEREAS, RENTON and TUKWILA are willing to sell water in an emergency at the existing system interties;

WHEREAS, the parties desire to enter into an AGREEMENT providing for the emergency sale of water.

## NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) Term of AGREEMENT. The effective date of this AGREEMENT shall be April 7, 1995. The AGREEMENT shall be for a minimum of one (1) year and shall continue in full force and effect in its present form or as amended until terminated by either party in accordance with Section 13 of this AGREEMENT. The rates and quantities of water sold are set forth in Sections (2), and (6).
- 2) Rate. For 1995 the BUYER shall pay to the SELLER for all water delivered at the rate of \$1.35 per 100 cubic feet, which is the Seattle Water Department summer new water rate for 1995. The rate charged to the BUYER shall be adjusted each year on January 1st using the method described as follows. The rate charged by the SELLER shall be the larger of the following: 1) the current Seattle Water Department summer new water rate (in dollars per 100 cubic feet) or 2) [\$1.24 per 100 cubic feet] times [the current City of Renton retail commodity rate (in dollars per 100 cubic feet)] divided by [\$1.68 per 100 cubic feet].
- 3) Metering. RENTON and TUKWILA shall each provide, and own and maintain, an appropriate metering device to measure the water flowing through the intertie. An interlocal agreement may be prepared to allow one party to operate and maintain the intertie and distribute the costs equally between the both parties. As soon as either becomes aware of flow of water through the intertie that party will notify the other. If prior notification is feasible, the party requesting the water shall provide a description and documentation of the emergency condition to the other party. Each party will monitor its meter(s) on a regular basis.
- 4) Priority and Continuity of Service. The determination of whether water is available for emergency sale shall be at the sole discretion of the party delivering (selling) the water. In the event of a condition requiring restrictions on the delivery of water, the party delivering the water shall have the right to restrict or interrupt service. The party providing water may voluntarily interrupt or reduce deliveries of water if it determines that such interruption or

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reduction is necessary or reasonable. Except in cases of emergency and in order that operations will not be unreasonably interfered with, the party providing water shall give the party buying water, reasonable notice of any such interruption or reduction, the reason therefor, and the probable duration thereof. The party buying water shall discontinue or reduce service from the intertie upon reasonable notice. Service shall be reactivated or increased again subject to the aforementioned conditions.

- (5) Water Quality. The quality of water delivered under this AGREEMENT shall be subject to applicable provisions of State and Federal law and rules and regulations of the appropriate State agency governing water quality, and subject also to applicable provisions of City ordinances relating thereto and not inconsistent herewith. Each party agrees to deliver water which shall be of no less quality than is delivered to its other retail customers throughout the service area.
- 6) Quantity of Water. Depending upon demand conditions, water availability (including conservation impacts), as well as aquifer behavior, in the water systems, each City may make available, for purchase by the other City, up to the approximate amount of two million seven hundred thousand (2,700,000) gallons per day, at flow rates varying from zero to 1,875 gallons per minute, from the existing emergency intertie located on the West Valley Highway.
- 7) Coordination and Project Management.

A) Operations:

For the purpose of operating the water system intertie between RENTON and TUKWILA, coordination shall occur between representatives of the systems, who are:

Water Maintenance Manager, City of RENTON

and

Water Manager, City of TUKWILA

(or their designated representatives)

The coordination shall consist of exchanging operational information such as when the intertie is used, the respective flow rates, pumping capacities, back-pressure sustaining valve setpoints, system pressure effects, water quality characteristics, and other operational information as necessary to accomplish the purposes of this AGREEMENT while maintaining safe operation of both systems.

B. Engineering:

For the purposes of coordinating engineering issues regarding the RENTON and TUKWILA intertie, the following personnel shall be the designated representatives:

Water Utility Supervisor, City of RENTON

and

City Engineer, City of TUKWILA

(or their designated representatives)

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The engineering issues addressed shall include operational criteria as well as hydraulic behavior, water quality considerations, and other appropriate engineering issues.

C. Administration:

For the purposes of AGREEMENT administration and AGREEMENT modifications or interpretations, the following personnel shall be the designated representatives:

Planning/Building/Public Works Administrator, City of RENTON  
and  
Public Works Director, City of TUKWILA  
(or their designated representatives)

- 8) Payment. The City providing the water shall read the meter once each month at approximately thirty (30) day intervals. Payment shall be made by the City receiving water as soon as possible after receipt of statement and in any event, not later than the tenth (10) of the second month following the presentation of the bill.

In the event a meter shall fail to register or obviously register incorrectly, the amount of water considered delivered through said meter shall be based upon the best data available (e.g., recent past meter readings, observations of fire fighting equipment in use) subject to negotiation by the cities..

- 9) Penalties For Late Payment. The City selling water may assess a late charge on the City buying water for failure to comply with the provisions in Section (8). This charge shall be at the rate of twelve percent (12%) per year. In the event that the City buying water should fail to make any payment for a period of sixty (60) days after the same becomes due, the City selling water shall have the right to terminate further water service without further notice, until such delinquency is cured.
- 10) Procedure for Amending the Contract. Either party can request the other to consider an amendment of the AGREEMENT. Any proposed amendments shall be made in writing. Amendments may be made if they are mutually acceptable to RENTON and TUKWILA and signed by both parties. Minor or operational amendments may be made by the Administrators.
- 11) Access to Facilities and Records. Each party shall be entitled to inspect the intertie facilities of the other at any reasonable time. Both parties agree to make mutually available such information or records regarding the intertie as are at their disposal and as may be reasonably necessary to properly implement any section of this AGREEMENT.
- 12) Non-Assignability. Neither this AGREEMENT nor any interest therein shall be transferred or assigned by either City without prior written consent of both Cities.

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- 13) Termination. This AGREEMENT may be terminated in whole or in part by either party any time after one year from date of this AGREEMENT, upon ten (10) days written notice sent by certified mail to the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year above written.

CITY OF RENTON

By: Earl Clymer  
Earl Clymer, Mayor

ATTEST/AUTHENTICATED:

Marilyn J. Petersen  
Marilyn J. Petersen, City Clerk

APPROVED AS TO LEGAL FORM:

Larry Warren  
Larry Warren, City Attorney

CITY OF TUKWILA

By: John W. Rants  
John W. Rants, Mayor

ATTEST/AUTHENTICATED:

Jane E. Cantu  
Jane E. Cantu, City Clerk

APPROVED AS TO LEGAL FORM:

Linda P. Cohen  
Linda Cohen, City Attorney

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**AGREEMENT FOR THE EMERGENCY SALE OF WATER  
BETWEEN  
THE CITY OF RENTON AND THE CITY OF KENT**

This AGREEMENT made and entered into this 17 day of May, 1995, by and between the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "RENTON" and the CITY OF KENT, a municipal corporation of the State of Washington, acting through its Water Department, hereinafter called "KENT".

**WHEREAS**, RENTON and KENT may experience periodic water supply shortfall;

**WHEREAS**, RENTON and KENT recognize the public benefits of cooperation and collaborative problem solving;

**WHEREAS**, RENTON and KENT are willing to sell water in an emergency at the existing system interties;

**WHEREAS**, the parties desire to enter into an AGREEMENT providing for the emergency sale of water.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

- 1) Term of AGREEMENT. The effective date of this AGREEMENT shall be \_\_\_\_\_, 1995. The AGREEMENT shall be for a minimum of one (1) year and shall continue in full force and effect in its present form or as amended until terminated by either party in accordance with Section 15 of this AGREEMENT. The rates and quantities of water sold are set forth in Sections (3), and (7).
- 2) Sale. Subject to the conditions set out in this agreement either party may sell water to the other in the event that the receiving City is experiencing an emergency. An emergency is defined, for the purposes of this agreement, as a situation of relative short duration during which the City can not meet water consumption needs of all or part of its distribution system.
- 3) Rate. For 1995 KENT shall pay to RENTON for all water delivered at the rate of \$1.73 per 100 cubic feet, which is Renton's retail rate for commercial customers for 1995. For 1995 RENTON shall pay to KENT for all water delivered at the rate of \$1.64 per 100 cubic feet during the period May 1st to September 30th, which is KENT's summer retail rate for commercial customers for 1995 and at the rate of \$1.24 per 100 cubic during the period October 1st to April 30th, which is KENT's winter retail rate for commercial customers for 1995. The rates charged by the SELLER shall be adjusted each year on January 1st and shall be the retail rates for the coming year for commercial customers of each respective City.
- 4) Metering. RENTON and KENT shall each provide, and own and maintain, an appropriate metering device to measure the water flowing through the intertie. An interlocal agreement may be prepared to allow one party to operate and maintain the intertie and distribute the costs equally between the both parties. Before allowing any water to flow through the intertie, the party requesting the water shall provide a description and documentation of the emergency condition to the other party.
- 5) Priority and Continuity of Service. The determination of whether water is available for emergency sale shall be at the sole discretion of the party delivering (selling) the water. In the event of a condition requiring restrictions on the delivery of water, the party delivering the water shall have the right to restrict or interrupt service. The party providing water may voluntarily interrupt or reduce deliveries of water if it determines that such interruption or

reduction is necessary or reasonable. Except in cases of emergency and in order that operations will not be unreasonably interfered with, the party providing water shall give the party buying water, reasonable notice of any such interruption or reduction, the reason therefor, and the probable duration thereof. The party buying water shall discontinue or reduce service from the intertie upon reasonable notice. Service shall be reactivated or increased again subject to the aforementioned conditions.

- 6) Water Quality. The quality of water delivered under this AGREEMENT shall be subject to applicable provisions of State and Federal law and rules and regulations of the appropriate State agency governing water quality, and subject also to applicable provisions of City ordinances relating thereto and not inconsistent herewith. Each party agrees to deliver water which shall be of no less quality than is delivered to its other retail customers throughout the service area.
- 7) Quantity of Water. Depending upon demand conditions, water availability (including conservation impacts), as well as aquifer behavior, in the RENTON system, RENTON may make available, for purchase by KENT, up to the approximate amount of three and a half million (3,500,000) gallons per day or more from the existing emergency intertie located at SW 43rd and Lind Avenue South. Depending upon demand conditions and water availability (including conservation impacts), KENT may make available, for purchase by RENTON, up to two million (2,000,000) gallons per day from the existing emergency intertie located at SW 43rd and Lind Avenue South.
- 8) Coordination and Project Management.

A) Operations:

For the purpose of operating the water system intertie between RENTON and KENT, coordination shall occur between representatives of the systems, who are:

Water Maintenance Manager, City of RENTON  
and

Water Superintendent, City of KENT  
(or their designated representatives).

The coordination shall consist of exchanging operational information such as when the intertie is used, the respective flow rates, pumping capacities, back-pressure sustaining valve setpoints, system pressure effects, water quality characteristics, and other operational information as necessary to accomplish the purposes of this AGREEMENT while maintaining safe operation of both systems.

B. Engineering:

For the purposes of coordinating engineering issues regarding the RENTON and KENT intertie, the following personnel shall be the designated representatives:

Water Utility Supervisor, City of RENTON  
and

City Engineer, City of KENT  
(or their designated representatives)

The engineering issues addressed shall include operational criteria as well as hydraulic

behavior, water quality considerations, and other appropriate engineering issues.

C. Administration:

For the purposes of AGREEMENT administration and AGREEMENT modifications or interpretations, the following personnel shall be the designated representatives:

Planning/Building/Public Works Administrator, City of RENTON  
and  
Public Works Director, City of KENT  
(or their designated representatives)

- 9) Payment. The City providing the water shall read the meter once each month at approximately thirty (30) day intervals (when the intertie is being used). Payment shall be made by the City receiving water as soon as possible after receipt of statement and in any event, not later than the tenth (10) of the second month following the presentation of the bill.

In the event a meter shall fail to register or obviously register incorrectly, the amount of water considered delivered through said meter shall be the amount delivered the previous day or the last day that the meter was previously known to be properly functioning and the total amount registered shall be pro-rated based on the number of days multiplied times the reading used.

- 10) Penalties For Late Payment. The City selling water may assess a late charge on the City buying water for failure to comply with the provisions in Section (9). This charge shall be at the rate of twelve percent (12%) per year. In the event that the City buying water should fail to make any payment for a period of sixty (60) days after the same becomes due, the City selling water shall have the right to terminate further water service without further notice, until such delinquency is cured.
- 11) Breach of Contract. Either party may cancel this Agreement for material breach of its terms by written notice served upon the other party at least twenty (20) days prior to the proposed termination date. If the breaching party removes the breach and performs under terms of this agreement before the termination date, the Agreement shall remain in full force and effect. However, if the breach is not removed and continues, then the Agreement shall be null and void in all respects except for obligation to make payments as defined for water use prior to the termination date.
- 12) Procedure for Amending the Contract. Either party can request the other to consider an amendment of the AGREEMENT. Any proposed amendments shall be made in writing. Amendments may be made if they are mutually acceptable to RENTON and KENT and signed by both parties. Minor or operational amendments may be made by the Administrators.
- 13) Access to Facilities and Records. Each party shall be entitled to inspect the intertie facilities of the other at any reasonable time. Both parties agree to make mutually available such information or records regarding the intertie as are at their disposal and as may be reasonably necessary to properly implement any section of this AGREEMENT.
- 14) Non-Assignability. Neither this AGREEMENT nor any interest therein shall be transferred

or assigned by either City without prior written consent of both Cities.

- 15) Termination. This AGREEMENT may be terminated in whole or in part by either party any time after one year from date of this AGREEMENT, upon ten (10) days written notice sent by certified mail to the other party. Send notices to the Water Utility Supervisor at the City of Renton and the City Engineer at the City of Kent.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year above written.

CITY OF RENTON

By: Earl Clymer  
Earl Clymer, Mayor

ATTEST/AUTHENTICATED:

Marilyn J. Petersen  
Marilyn J. Petersen, City Clerk

APPROVED AS TO LEGAL FORM:

Larry Warren  
Larry Warren, City Attorney

CITY OF KENT

By: Jim Johnson  
Jim White, Mayor PRO TEM

ATTEST/AUTHENTICATED:

Brenda Jacober  
Brenda Jacober, City Clerk

APPROVED AS TO LEGAL FORM:

Roger Lubovich  
Roger Lubovich, City Attorney

AGREEMENT  
FOR ESTABLISHING WATER UTILITY SERVICE AREA BOUNDARIES  
AS IDENTIFIED BY THE EAST KING COUNTY  
COORDINATED WATER SYSTEM PLAN

PREAMBLE

The Agreement for the water utility service area boundary identifies the external boundary of the service area for which the designated water purveyor has assumed direct retail water service responsibility. The responsibilities accepted by the water purveyor are outlined in the East King County Coordinated Water System Plan (CWSP), and as defined by the adopted rules and regulations of the Department of Health (DOH). This agreement does not give new authorities or responsibilities to the water purveyor or to the County or State regulatory agencies, but rather acknowledges the geographical area for these designated service responsibilities.

The terms used within this Agreement shall be as defined in the implementing regulations of Chapter 70.116 RCW, except as identified below.

1. East King County Critical Water Supply Service Area Map shall mean the map referenced in the Agreement as Attachment A for the retail service area, except as amended in accordance with the CWSP procedures and with the concurrence of the affected water purveyors.
2. Retail Service Area shall mean the designated geographical area in which a purveyor shall supply water either by direct connection, by a satellite system, or through interim service by an adjacent utility or Satellite System Management Agency under agreement with the designated utility.
3. Wholesale Service Area shall mean the designated geographical area in which a purveyor, a group of purveyors, or another organization provides water to other water purveyors on a wholesale basis. A wholesale water supplier shall not provide water to individual customers in another purveyor's retail service area except with the concurrence of the purveyor responsible for the geographical area in question.
4. Lead Agency for administering the Agreement for Establishing Water Utility Service Area Boundaries shall be King County, unless otherwise established by amendment to the CWSP.

The authority for this Agreement is granted by the Public Water System Coordination Act of 1977, Chapter 70.116 RCW.



WHEREAS, Such an Agreement is required in WAC 248-56-730, Service Area Agreements-Requirement of the Public Water System Coordination Act; and

WHEREAS, Designation of retail water service areas, together with the cooperation of utilities, will help assure that time, effort, and money are best used by avoiding unnecessary duplication of service; and

WHEREAS, Definite future service areas will facilitate efficient planning for, and provision of, water system improvements within East King County as growth occurs; and

WHEREAS, Definite retail and wholesale service areas will help assure that water reserved for public water supply purposes within East King County will be utilized in the future in an efficiently planned manner,

NOW, THEREFORE, the undersigned party, having entered into this Agreement by signature of its authorized representative, concurs with and will abide by the following provisions:

Section 1. Service Area Boundaries. The undersigned party acknowledges that the East King County Critical Water Supply Service Area Map, included as Attachment A to this Agreement and as may be subsequently updated, identifies the utility's future water service area. The undersigned further acknowledges that there are no service area conflicts with adjacent water utilities, or, where such conflicts exist, agrees that no new water service will be extended within disputed areas until such conflicts are resolved.

Section 2. Common Service Area Transfer. It is understood that utilities may initially continue existing water service within the boundaries of neighboring utilities, as defined in Section 1 hereof. Such common service areas, if they exist, are described in Attachment B to this agreement. Also included in Attachment B are copies of, or a list of, all resolutions, ordinances, or agreements enabling these uncontested overlays. The undersigned party agrees that any water line for retail service extending outside of the retail service area boundary, as set for in Section 1, shall be phased out and service transferred to the designated adjacent utility on an economic basis or by mutual agreement.

Economic basis considerations may include, but are now limited to:

- (a) A determination by the present owner of service lines that maintenance, repair, and/or replacement costs exceed attributable income.
- (b) Planned or imminent major street improvements or major

improvements to either or both water systems which include an opportunity to transfer service. The terms of the transfer of service are described in this Section shall be established in a separate agreement among the adjacent utilities whose boundaries are affected.

Section 3. Boundary Streets. Unless separate agreements exist with adjacent utilities concerning water services or other utility services, this party agrees that the water utility which is located to the north and/or east of boundary streets between this party and adjacent utilities will be entitled to provide future water service on both sides of those streets. Depth of service on boundary streets shall be limited to one platted lot or as otherwise agreed by the utilities. Existing services on boundary streets shall remain as connected unless transfer of service is agreed to by both parties, as per Section 2. These provisions do not disallow the placement of mains in the same street by adjacent utilities where geographic or economic constraints require such placement for the hydraulic benefit of both utilities.

Section 4. Boundary Adjustments. If, at some time in the future it is appropriate for the undersigned party to make service area boundary adjustments, such modifications must receive written concurrence (which shall not be unreasonably withheld) of all utilities that would be directly affected by such a boundary adjustment and the proper legislative authority(ies). This provision does not apply where boundary adjustments are made as a result of municipal annexations or incorporations, nor is it intended to modify the provisions of state law. These written modifications must be noted and filed with the designated King County lead agency and DOH. It is understood by the undersigned party that if, as provided by RCW 70.116.040, it is unable to provide service within ~~its designated service area~~ boundary it may decline to do so. But, in that case, an applicant may be referred to other adjacent utilities, to a pre-qualified Satellite System Management Agency (SSMA), or a new utility may be created and the original service area boundary will be adjusted accordingly.

Section 5. Service Extension Policies. The undersigned party agrees that in order to expand its water service area, other than by addition of retail customers to existing water mains, or to serve in the capacity of a pre-qualified SSMA, it shall have adopted design standards and Utility Service extension policies. The design standards shall meet or exceed the East King County Minimum Design Standards.

Municipalities further agree that if they identify a service area outside of their existing municipal corporate boundaries, the municipality will assume full responsibility for providing water service equivalent to (excluding rates and charges) the level of service provided for their inside-city customers. This will be in conformance with applicable land use policies.

The agreement by reference includes the following attachments:

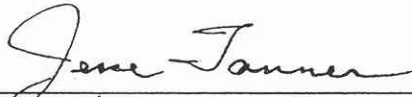
Attachment A - East King County Critical Water Supply Service Area Map. (see Section 1)

Attachment B - Common Service Area Agreement - Option - Utility may attach copies or list such agreements if relevant (see Section 2)

IN WITNESS WHEREOF, the undersigned party has executed this Agreement as of \_\_\_\_\_.

City of Renton

\_\_\_\_\_  
Water Utility



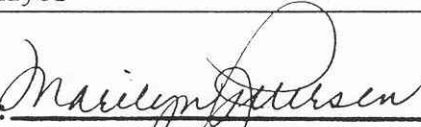
\_\_\_\_\_  
Representative Jesse Tanner

Mayor

\_\_\_\_\_  
Title

Receipt Acknowledged:

Attest:

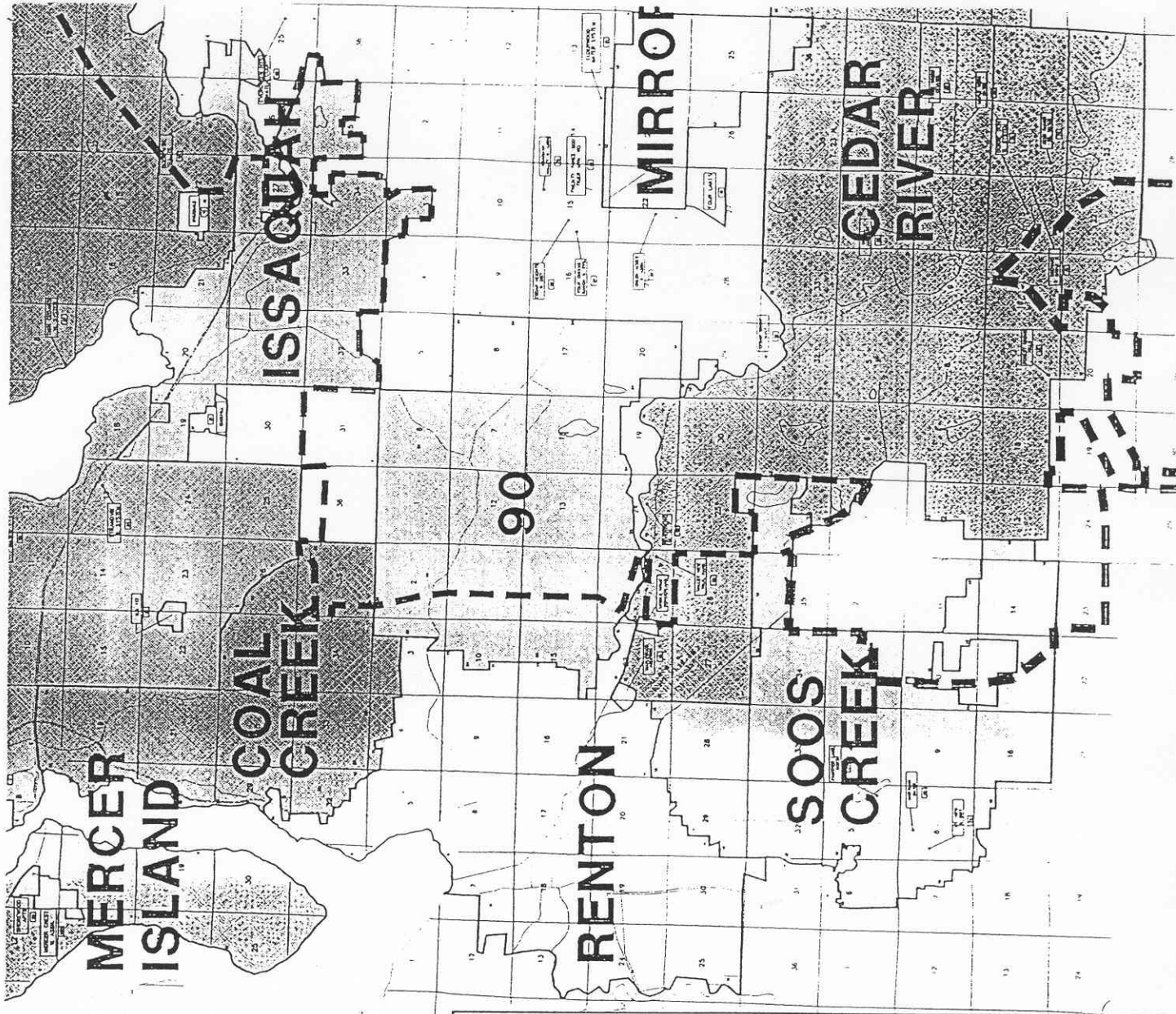
  
\_\_\_\_\_  
Marilyn J. Petersen, City Clerk

\_\_\_\_\_  
King County

  
\_\_\_\_\_  
Date








\_\_\_\_\_  
Department

EXHIBIT A



1996  
 EAST KING COUNTY  
 COORDINATED WATER SYSTEM PLAN  
 WATER SERVICE AREAS  
 FOR  
 CLASS A & CLASS B SYSTEMS

**LEGEND**

-  SERVICE AREA
-  UNDESIGNATED AREA
-  RIVERS & LAKES
-  ROADS
-  URBAN GROWTH BOUNDARY
-  UTILITY NAMES
-  INDEX NUMBER

GREEN ACRES  
 W. ASSN.

[ 86 ]

**CITY OF RENTON and SOOS CREEK WATER AND SEWER DISTRICT  
INTERLOCAL AGREEMENT FOR THE  
ESTABLISHMENT OF SERVICE BOUNDARIES**

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of October, 1997, by and between the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "the City", and SOOS CREEK WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "the District", both being duly organized and existing under and by virtue of the laws of the State of Washington,

**WITNESSETH:**

WHEREAS, both the City and the District are public agencies authorized by law and qualified to engage in furnishing water service and sanitary sewer service within their prescribed areas; and

WHEREAS, it is in the public interest for the parties herein to amend the boundaries previously agreed to under the 1991 Interlocal Agreement to provide for the efficient planning and development of water and sewer services in areas which may be served by either, or both, of the parties herein.

**NOW, THEREFORE:**

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

1. **Water Service Boundary.** The parties have agreed on a revision to the permanent water service area boundary between them. The revised boundary is legally described in Exhibit "A", which is attached hereto, and by this reference incorporated herein. The boundary is graphically depicted on the map attached hereto as Exhibit "B", which is by reference incorporated herein.
2. **Sewer Service Boundary.** The parties have agreed on a revision to the permanent sewer service area boundary between them. The revised boundary is legally described in Exhibit "C", which is attached hereto, and by this reference incorporated herein. The boundary is graphically depicted on the map attached hereto as Exhibit "D", which is by reference incorporated herein.

3. **Transfer of Service Area.** The City shall assume responsibility to provide service to the area(s) on the City's side of the respective service area boundaries as revised by this agreement, whether or not annexed to the City. The District shall assume responsibility to provide service to the area(s) on the District's side of the respective service area boundaries as revised by this agreement, whether or not annexed to the City. As part of this agreement, the sewer facilities installed under District ULID 11 shall be transferred to the City as described in the November 19, 1974 interlocal agreement notwithstanding that the properties served by these sewers have not been annexed to the City.

4. **Governmental Approvals.** The parties may give notice of the adoption of this Agreement to Metropolitan/King County, to the Department of Ecology, to the Department of Health, and to any other agency with jurisdiction or mission relevant to the terms hereof, and shall cooperate and assist in all reasonable manner in procuring any necessary approvals hereof by those agencies.

5. **Sanctity of Agreement.** This agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other representations or oral agreements other than those listed herein, which vary the terms of this agreement. Future agreements may occur between the parties to transfer additional, or future service areas by mutual agreement.

6. **Obligations Intact.** Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either the City or the District pursuant to the AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR THE ESTABLISHMENT OF SERVICE BOUNDARIES, previously executed by the parties, except as specifically set forth herein.

Approved by Resolution No. 3287 of the City of Renton, Washington, at its regular meeting held on the 6<sup>th</sup> day of October, 1997.

**CITY OF RENTON**

By: Jesse Tanner  
Jesse Tanner

Title: mayor

Attest: Brenda Fritsvold  
City Clerk Brenda Fritsvold  
Deputy City Clerk

Approved by Resolution No. 1611-C of Soos Creek Water and Sewer District of King County, Washington, at its regular meeting held on the 21st day of May, 1997.

**SOOS CREEK WATER AND SEWER DISTRICT**

By:

  
\_\_\_\_\_  
Steve Sandelius, President of Board

By:

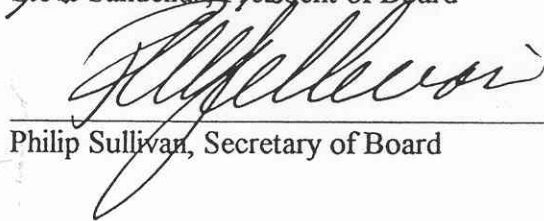
  
\_\_\_\_\_  
Philip Sullivan, Secretary of Board

EXHIBIT "A"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR  
ESTABLISHMENT OF SERVICE BOUNDARIES  
(WATER SERVICE BOUNDARY LINE)

APRIL 19, 1996

BEGINNING at a point described as the intersection of the North line of the South 1,350 feet of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, and the Easterly right-of-way margin of Primary State Highway No. 5, also known as State Route No. 167, said point being on the existing boundary of Soos Creek Water & Sewer District;

Thence Easterly along said North line to the North-South center line of said Section 6, also being the West line of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Southerly along said West line to the South line of said Tract 1;

Thence Easterly along said South line to the West line of the South 132 feet of the East 660 feet of said Tract 1;

Thence North along said West line to the North line of said South 132 feet of the East 660 feet of said Tract 1;

Thence Easterly along said North line to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road or Talbot Road;

Thence Northerly along said Westerly margin to its intersection with the Westerly extension of the most Northerly line of Tract 8, of said Plat of Spring Brook Acre Tracts;

Thence South  $74^{\circ}50'00''$  East along said extension to the Easterly margin of said 96th Avenue South and continuing South  $74^{\circ}50'00''$  East along said most Northerly line, a distance of 189.00 feet;

Thence South  $00^{\circ}44'00''$  East, a distance of 188.40 feet;

Thence South  $58^{\circ}38'00''$  East, a distance of 89.35 feet along the line common to Tracts 8 and 9, said Plat of Spring Brook Acre Tracts;

Thence North  $41^{\circ}22'00''$  East, a distance of 128.10 feet;

Thence South  $64^{\circ}22'00''$  East, a distance of 275.60 feet;



EXHIBIT "A", continued

Thence South 16°58'00" West, a distance of 239.80 feet;

Thence South 31°43'00" East, a distance of 210.90 feet;

Thence South 68°25'00" East, a distance of 99.50 feet;

Thence South 60°35'30" East, a distance of 28.17 feet to the most Northerly corner of Tract 7, said Plat of Spring Brook Acre Tracts;

Thence South 00°12'30" East, a distance of 396.04 feet;

Thence South 39°31'00" East, a distance of 383.85 feet;

Thence North 89°32'00" East, a distance of 340.00 feet to the East line of the Northeast quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North 00°12'30" West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 40°41'00" East, a distance of 230.30 feet;

Thence South 84°12'00" East, a distance of 245.90 feet;

Thence South 34°26'00" East, a distance of 147.30 feet;

Thence South 14°49'00" East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles to, and lying parallel with the South line of the Northwest quarter of said Section 5, said line also being the North margin of Southeast 200th Street;

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°31'17" East along said West line, a distance of 190.00 feet;

Thence South 88°38'33" East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

Thence South 00°31'17" West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South 88°38'33" East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

EXHIBIT "A", continued

Thence North  $00^{\circ}39'11''$  East along said West line, also being the West line of the Plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, King County Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North  $89^{\circ}20'49''$  West, a distance of 59.00 feet;

Thence South  $85^{\circ}17'46''$  West, a distance of 80.30 feet;

Thence North  $89^{\circ}24'30''$  West, a distance of 96.01 feet;

Thence North  $05^{\circ}09'11''$  West, a distance of 111.45 feet;

Thence North  $53^{\circ}49'07''$  East, a distance of 198.22 feet;

Thence South  $48^{\circ}37'32''$  East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North  $69^{\circ}21'46''$  East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North  $00^{\circ}39'11''$  East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, said Plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line from the Northeast corner of said Tract 9;

Thence North  $78^{\circ}21'42''$  West, a distance of 336.34 feet;

Thence North  $26^{\circ}09'56''$  West, a distance of 106.78 feet;

Thence North  $83^{\circ}20'02''$  West, a distance of 289.79 feet;

Thence North  $70^{\circ}34'46''$  West to an intersection with the Southerly extension of the West line of the Plat of Springbrook Terrace, Amended, as recorded in Volume 131 of Plats, pages 55 through 58 as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said Plat of Springbrook Terrace, Amended;

EXHIBIT "A", continued

Thence North  $86^{\circ}00'00''$  West a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, as established October 5, 1931, also known as John Langston Road or Springbrook Road or Talbot Road;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South  $88^{\circ}27'05''$  East along said South line to the West line of said Plat of Springbrook Terrace, Amended;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the East line of the West 1,003.00 feet of the Southeast quarter of the Southeast quarter of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said East line to the North line of the Southeast quarter of said Section 31;

Thence Easterly along said North line to the East quarter corner of said Section 31, said East quarter corner also being the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East, W.M.;

Thence Northeasterly to a point 600.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northerly along a line parallel with and 550.00 feet East of the West line of said Northwest quarter to a point 900.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northwesterly to a point on said West line of the Northwest quarter of said Section 32, 1,200.00 feet North of said Southwest corner, said West line also being the East line of the Northeast quarter of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line of said Northwest quarter, and the West line of Section 29, Township-23 North, Range 5 East, W.M. to the North line of the South half of the Southwest quarter of the Southwest quarter of said Section 29;

Thence Easterly along said North line, a distance of 802 feet, more or less to the Southerly extension of the West line of Lot 4 of King County Short Plat No. 577051, Recording No. 790280736;

Thence North  $01^{\circ}52'36''$  East along said Southerly extension to the South line of Lot 1 of Revised King County Short Plat No. 275022R, Recording No. 8003210741;

EXHIBIT "A", continued

Thence Westerly along said South line to the West line of said Lot 1;

Thence Northerly along said West line and the West line of Lots 2 and 3 of said Revised King County Short Plat No. 275022R to the North line of the South half of the Northwest quarter of the Southwest quarter of said Section 29;

Thence North  $88^{\circ}39'49''$  East along said North line to the West line of Lot 4 of King County Short Plat No. 577051, Recording No. 790280736;

Thence Northerly along said West line to the North line of said Lot 4;

Thence Easterly along said North line and its Easterly extension to the Easterly margin of State Route 515;

Thence Northerly along said East margin to the North line of the Southwest quarter of said Section 29;

Thence Easterly along said North line to the centerline of Cedar Avenue South (104th Avenue S.E.), said centerline also being the East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Northerly along said East line to the Westerly extension of the South line of Lot 2 of City of Renton Short Plat No. 071-85;

Thence Easterly along the South line and said Westerly extension to the East line of said lot;

Thence Northerly along said East line to the Northeast corner of said lot;

Thence continuing Northerly along the East line of Lot 1 of said Short Plat to the Northeast corner of said Lot 1;

Thence Westerly along the North line of said lot and the Westerly extension thereof to said East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Northerly along said East line to the South line of the North 100.00 feet of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Westerly along said South line to the West line of the East 100.00 feet of the West half of the Northwest quarter of said Section 29;

Thence Northerly along said West line to the North line of the South 100.00 feet of the North half of the Northwest quarter of said Section 29;

EXHIBIT "A", continued

Thence Easterly along said North line to its intersection with the Westerly margin line of Benson Road;

Thence Southerly along said West margin line to its intersection with the South line of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said South line to its intersection with the Easterly margin line of Benson Road;

Thence Northerly along said East margin line to the South line of the following described parcel:

Beginning at a point located North  $01^{\circ}42'40''$  East, a distance of 749.65 feet and North  $88^{\circ}17'20''$  West, a distance of 191.67 feet, more or less, from a point on the centerline of South 27th Street (S.E. 164th Street), a distance of 255.00 feet East of the Easterly margin line of Benson Road;

Thence South  $88^{\circ}17'20''$  East, a distance of 191.67 feet, more or less, to a point located North  $01^{\circ}42'40''$  East, a distance of 749.65 feet, more or less, from said point on the centerline of said South 27th Street;

Thence South  $01^{\circ}42'40''$  West, to a line parallel with and 400.00 feet North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence West along said parallel line to the Easterly margin of Benson Road;

Thence Northerly along said Easterly margin to the Point of Beginning of this parcel's description;

Thence Easterly along said South line of the above-described parcel to the East line of said parcel, also being the West line of Spring Glen Elementary School Site;

Thence Northerly along said East line of said parcel to a line parallel with and 700 feet, more or less, North of the South line of the Northeast quarter of the Northwest quarter of said Section 29, also being the North line of Spring Glen Elementary School Site;

Thence Easterly along said parallel line to the North-South centerline of said Section 29;

Thence Northerly along said North-South centerline to the Westerly extension of the South margin of S.E. 160th Street;

Thence Easterly along said Westerly extension and said South margin to the centerline of the Bonneville Power Line right-of-way;

EXHIBIT "A", continued

Thence Southeasterly along said centerline to the Westerly extension of the South margin of S.E. 162nd Street;

Thence Easterly along said extension and said South margin to the West line of the East 330.00 feet of the Northwest quarter of the Northeast quarter of said Section 29;

Thence North along said West line to the North line of said Northwest quarter of the Northeast quarter of said Section 29, also being the South line of Section 20, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line of said Section 20 to the West line of the East 930.00 feet of the Southeast quarter of said Section 20;

Thence Northerly along said West line to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

Thence North  $01^{\circ}50'38''$  East, a distance of 105.01 feet to the North line of the South 305 feet, more or less, of said Southeast quarter;

Thence South  $88^{\circ}46'15''$  East along said North line to the West line of the East 330.00 feet of said Southeast quarter;

Thence Northerly along said West line to the South line of the Plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

Thence Easterly along said South line to the East line of said Section 20, also being the West line of Section 21, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the Westerly extension of the South line of the Plat of Ponderosa Estates Addition, as recorded in Volume 70 of Plats, pages 34 and 35, records of King County, Washington;

Thence Easterly along said extension and said South line to the Southerly margin of the Cedar River Pipeline right-of-way;

Thence Southeasterly and Easterly along said Southerly right-of-way margin to the West line of the East half of the Southeast quarter of said Section 21;

Thence Northerly along said West line to the North line of the Southeast quarter of said Southeast quarter of Section 21;

EXHIBIT "A", continued

Thence Easterly along said North line to the East line of said Section 21, said point being on the City of Renton City Limits as established by City Ordinance 3723, and the terminus of this boundary description.

# SOOS CREEK WATER & SEWER DISTRICT

## CITY OF RENTON WATER SERVICE BOUNDARY AGREEMENT

DISTRICT MANAGER:  
RON SPEER

ATTORNEY:  
HANIS AND OLSON

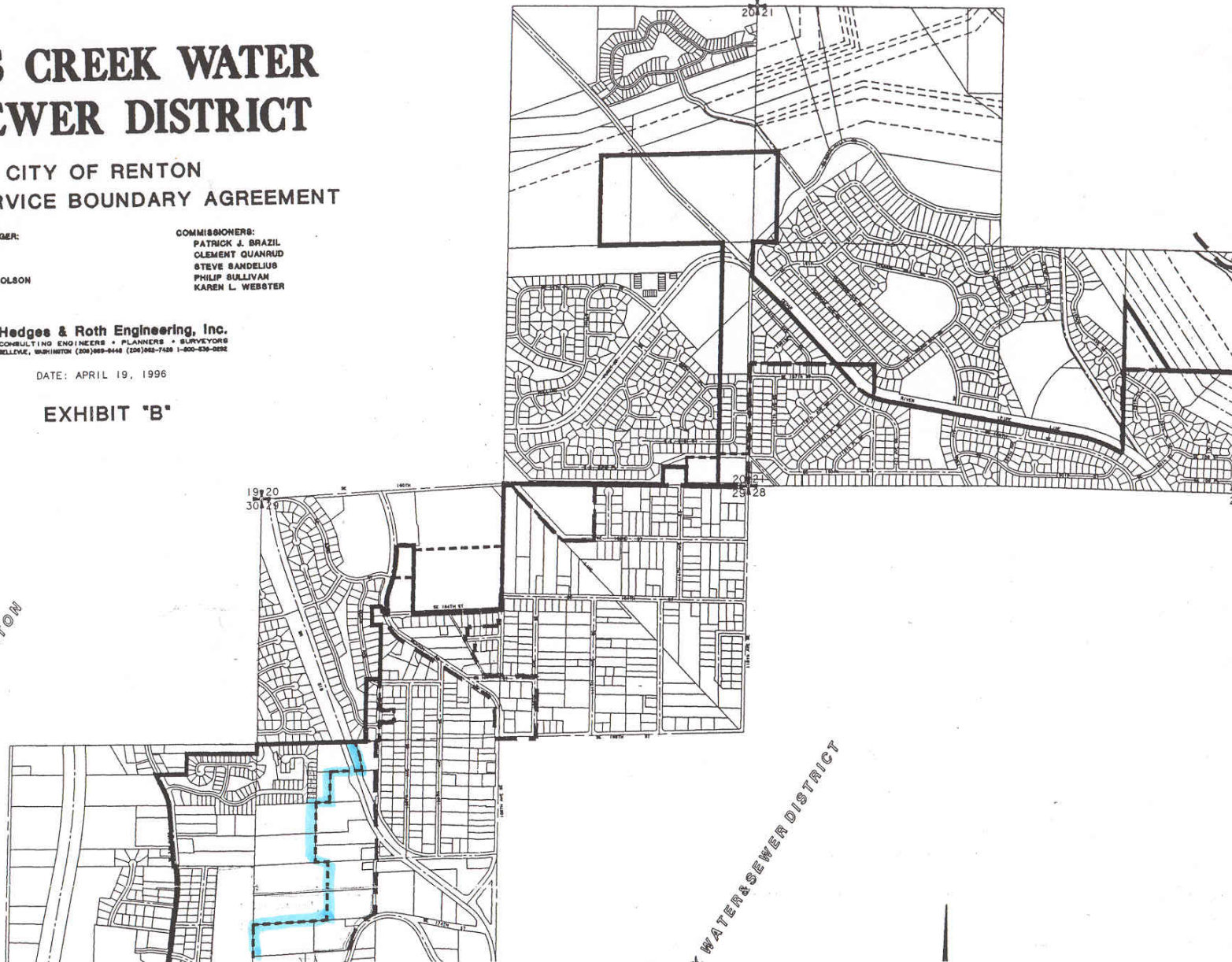
COMMISSIONERS:  
PATRICK J. BRAZIL  
CLEMENT QUANRUD  
STEVE SANDELIUS  
PHILIP SULLIVAN  
KAREN L. WEBSTER

**H** Hedges & Roth Engineering, Inc.  
CONSULTING ENGINEERS • PLANNERS • SURVEYORS  
& **R** BELLEVUE, WASHINGTON (206)888-8448 (206)888-7429 1-800-438-0892

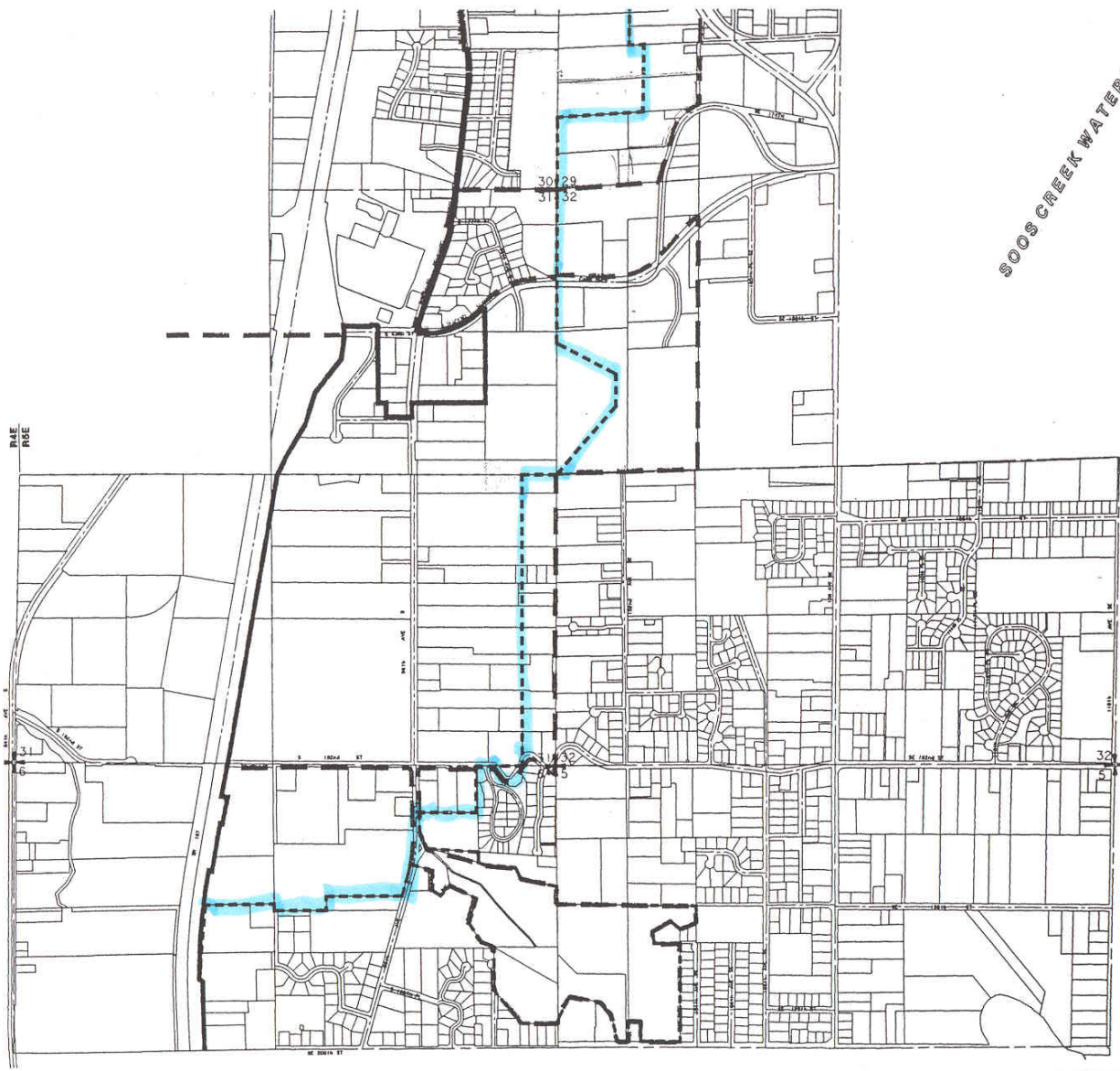
DATE: APRIL 19, 1996

EXHIBIT "B"

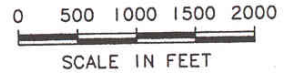
CITY OF RENTON







SOOS CREEK WATER & SEWER



**LEGEND**

- EXISTING DISTRICT BOUNDARY
- WATER SERVICE AGREEMENT BOUNDARY 1996
- RENTON CITY LIMITS (BY CITY OF RENTON)

EXHIBIT B  
PAGE 2 OF 2

**EXHIBIT "C"**

**SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON**

**AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR  
ESTABLISHMENT OF SERVICE BOUNDARIES  
(SEWER SERVICE BOUNDARY LINE)**

**April 19, 1996**

BEGINNING at a point described as the intersection of the North line of the South 1,350 feet of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, and the Easterly right-of-way margin of Primary State Highway No. 5, also known as State Route No. 167, said point being on the existing boundary of Soos Creek Water & Sewer District;

Thence Easterly along said North line to the North-South center line of said Section 6, also being the West line of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Southerly along said West line to the South line of said Tract 1;

Thence Easterly along said South line to the West line of the South 132 feet of the East 660 feet of said Tract 1;

Thence North along said West line to the North line of said South 132 feet of the East 660 feet of said Tract 1;

Thence Easterly along said North line to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road or Talbot Road;

Thence Northerly along said Westerly margin to its intersection with the Westerly extension of the most Northerly line of Tract 8, of said Plat of Spring Brook Acre Tracts;

Thence South 74°50'00" East along said extension to the Easterly margin of said 96th Avenue South and continuing South 74°50'00" East along said most Northerly line, a distance of 189.00 feet;

Thence South 00°44'00" East, a distance of 188.40 feet;

Thence South 58°38'00" East, a distance of 89.35 feet along the line common to Tracts 8 and 9, said Plat of Spring Brook Acre Tracts;

Thence North 41°22'00" East, a distance of 128.10 feet;

Thence South 64°22'00" East, a distance of 275.60 feet;

Thence South 16°58'00" West, a distance of 239.80 feet;

Thence South 31°43'00" East, a distance of 210.90 feet;

EXHIBIT "C", continued

Thence South  $68^{\circ}25'00''$  East, a distance of 99.50 feet;

Thence South  $60^{\circ}35'30''$  East, a distance of 28.17 feet to the most Northerly corner of Tract 7, said Plat of Spring Brook Acre Tracts;

Thence South  $00^{\circ}12'30''$  East, a distance of 396.04 feet;

Thence South  $39^{\circ}31'00''$  East, a distance of 383.85 feet;

Thence North  $89^{\circ}32'00''$  East, a distance of 340.00 feet to the East line of the Northeast quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North  $00^{\circ}12'30''$  West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North  $40^{\circ}41'00''$  East, a distance of 230.30 feet;

Thence South  $84^{\circ}12'00''$  East, a distance of 245.90 feet;

Thence South  $34^{\circ}26'00''$  East, a distance of 147.30 feet;

Thence South  $14^{\circ}49'00''$  East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles to, and lying parallel with the South line of the Northwest quarter of said Section 5, said line also being the North margin of Southeast 200th Street;

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North  $00^{\circ}31'17''$  East along said West line, a distance of 190.00 feet;

Thence South  $88^{\circ}38'33''$  East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

Thence South  $00^{\circ}31'17''$  West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South  $88^{\circ}38'33''$  East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

Thence North  $00^{\circ}39'11''$  East along said West line, also being the West line of the Plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, King County Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North  $89^{\circ}20'49''$  West, a distance of 59.00 feet;

Thence South  $85^{\circ}17'46''$  West, a distance of 80.30 feet;

EXHIBIT "C", continued

Thence North 89°24'30" West, a distance of 96.01 feet;

Thence North 05°09'11" West, a distance of 111.45 feet;

Thence North 53°49'07" East, a distance of 198.22 feet;

Thence South 48°37'32" East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North 69°21'46" East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°39'11" East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, said Plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line from the Northeast corner of said Tract 9;

Thence North 78°21'42" West, a distance of 336.34 feet;

Thence North 26°09'56" West, a distance of 106.78 feet;

Thence North 83°20'02" West, a distance of 289.79 feet;

Thence North 70°34'46" West to an intersection with the Southerly extension of the West line of the Plat of Springbrook Terrace, Amended, as recorded in Volume 131 of Plats, pages 55 through 58 as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said Plat of Springbrook Terrace, Amended;

Thence North 86°00'00" West a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, as established October 5, 1931, also known as John Langston Road or Springbrook Road or Talbot Road;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South 88°27'05" East along said South line to the West line of said Plat of Springbrook Terrace, Amended;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the Southeast corner of the Southeast quarter of said Section 31;

EXHIBIT "C", continued

Thence Northerly along the East line of said Southeast quarter to the Northeast corner thereof, also being the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East, W.M.;

Thence Easterly along the South line of said Northwest quarter to the Southeast corner of the Southwest quarter of said Northwest quarter;

Thence Northerly along the East line of said Southwest quarter to the South line of the North 200.00 feet thereof;

Thence Westerly along said South line to the East line of the West half of said Southwest quarter;

Thence Northerly along said East line to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Northwest quarter of said Section 32, also being the East line of the Northeast quarter of said Section 31;

Thence Northerly along said East line to its intersection with the Northerly margin of South 179th Street, also known as Carr Road, est. 11-27-17 (former Carr Road No. 1147);

Thence Westerly along said Northerly margin, said margin being a curve to the left, the center of which bears South  $00^{\circ}01'50''$  West, having a radius of 1,462.69 feet, through a central angle of  $02^{\circ}21'07''$ , an arc distance of 60.04 feet to the Easterly most corner of Lot 42, Plat of Scott's Terrace, (Recording No. 761680) as recorded in Volume 72 of Plats, pages 39 and 40, records of King County, Washington;

Thence continuing along the Northeasterly boundary of said plat the following bearings and distances:

Thence North  $60^{\circ}04'34''$  West, a distance of 250.34 feet;

Thence North  $17^{\circ}02'46''$  West, a distance of 112.00 feet;

Thence North  $01^{\circ}13'36''$  East, a distance of 268.68 feet;

Thence North  $22^{\circ}31'55''$  West, a distance of 180.92 feet;

Thence North  $89^{\circ}03'13''$  West, a distance of 565.00 feet to the centerline of Talbot Road, also known as 96th Avenue South, said point being on the existing boundary of Soos Creek Water & Sewer District;

Thence Northeasterly and Northerly along said centerline of Talbot Road to the North line of said Section 31, also being the south line of Section 30, Township 23 North, Range 5 East, W.M.;

Thence continuing Northerly along said centerline of Talbot Road to the South line of North 100.00 feet of the South half of the Northeast quarter of the Southeast quarter of said Section 30;

EXHIBIT "C", continued

Thence Easterly along said South line to the East line of said Southeast quarter of said Section 30, also being the West line of Southwest quarter of Section 29, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the North line of the South half of the Northwest quarter of the Southwest quarter of said Section 29;

Thence North 88°39'49" East along said North line to the West line of Lot 4 of King County Short Plat No. 577051, Recording No. 790280736;

Thence Northerly along said West line to the North line of said Lot 4;

Thence Easterly along said North line and its Easterly extension to the Easterly right-of-way margin of State Route 515;

Thence Northerly along said Easterly margin to the North line of the Southwest quarter of said Section 29, also being the South line of the Northwest quarter of said Section 29;

Thence Easterly along said South line to the West line of the Southeast quarter of the Northwest quarter of said Section 29;

Thence Northerly along said West line to the Westerly extension of the South line of Lot 4, Block 2, Plat of Akers Farms No. 5, as recorded in Volume 40 of Plats, page 27, records of King County, Washington;

Thence Easterly along the South line of said Lot 4 to the East line of the West half of said lot;

Thence Northerly along said East line, and the Northerly extension thereof to the South line of Lot 1, Block 2, of said Plat of Aker's Farms No. 5;

Thence Easterly along said South line to the West line of the East 62.50 feet of said Lot 1;

Thence Northerly along said West line to the Northerly line of said Lot 1, also being the Southerly margin of Southeast 166th Street;

Thence Northeasterly to a point on the Northerly margin of said Southeast 166th Street, which lies 237.41 feet East of said West line of the Southeast quarter of the Northwest quarter of said Section 29, said point also described as the Southwest corner of Lot 4 of Tract A, said Plat of Aker's Farms No. 5;

Thence North 24°02'04" East, 182.23 feet along the Westerly line of said Lot 4;

Thence Southeasterly along the Southerly line of the North half of said Lot 4 to the Easterly line thereof;

Thence North 24°02'04" East along said Easterly line, also being the Northwesterly line of Lot 5, Block A of said Plat, to a point 107 feet Southwesterly from the most Northerly corner of said Lot 5;

Thence Southeasterly to a point on the Easterly line of said Lot 5 lying 107 feet Southerly from the Northeast corner thereof, said point also being on the West right-of-way margin of 106th Avenue Southeast;

EXHIBIT "C", continued

Thence continuing Southeasterly to the intersection of the West line of Lot 1, Block 4 of said Plat and the North line of the South 273 feet of said Lot 1, said point also being on the East right-of-way margin of 106th Avenue Southeast;

Thence Easterly along said North line to the East line of said Lot 1, also being the West line of Lot 2, Block 4 of said Plat;

Thence Southerly along said West line to the North line of the South 120 feet of said Lot 2;

Thence Easterly along said North line to the West line of the East 20 feet of said Lot 2;

Thence Northerly along said West line and its Northerly extension thereof to the Westerly extension of the South right-of-way margin of South 29th Street, also known as Southeast 166th Street;

Thence Easterly along said Westerly extension and said South margin of South 29th Street to the Southerly extension of the Easterly right-of-way margin of 106th Place Southeast;

Thence Northwesterly along said Southerly extension and continuing Northwesterly along said Easterly margin and its Northerly extension to the centerline of Southeast 164th Street, also known as South 27th Street;

Thence Easterly along said centerline to the East line of said Northwest quarter of Section 29, also being the West of the Northeast quarter of said Section 29;

Thence Northerly along said West line to the North line of the South 430.00 feet of the Northwest quarter of said Northeast quarter of Section 29;

Thence Easterly along said North line to the East line of the West 450.00 feet of said Northwest quarter of the Northeast quarter;

Thence Northerly along said East line to its intersection with the Westerly extension of the South right-of-way margin of Southeast 162nd Street;

Thence Easterly along said Westerly extension and said South margin to the West line of the East 330.00 feet of said Northwest quarter of the Northeast quarter;

Thence North along said West line to the North line of said Northwest quarter of the Northeast quarter of said Section 29, also being the South line of Section 20, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line of said Section 20 to the West line of the East 930.00 feet of the Southeast quarter of said Section 20;

Thence Northerly along said West line to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

EXHIBIT "C", continued

Thence North  $01^{\circ}50'38''$  East, a distance of 105.01 feet to the North line of the South 305 feet, more or less, of said Southeast quarter;

Thence South  $88^{\circ}46'15''$  East along said North line to the West line of the East 330 feet of said Southeast quarter;

Thence Northerly along said West line to the South line of the Plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

Thence Easterly along said South line to the East line of said Section 20, also being the West line of Section 21, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the Westerly extension of the South line of the Plat of Ponderosa Estates Addition, as recorded in Volume 70 of Plats, pages 34 and 35, records of King County, Washington;

Thence Easterly along said extension and said South line to the Southerly margin of the Cedar River Pipeline right-of-way;

Thence Southeasterly and Easterly along said Southerly right-of-way margin to the West line of the East half of the Southeast quarter of said Section 21;

Thence Northerly along said West line to the North line of the Southeast quarter of the Southeast quarter of said Section 21;

Thence Easterly along said North line to the East line of said Section 21, said point being on the City of Renton City Limits, as established by City Ordinance 3723, and the terminus of this boundary description.



# SOOS CREEK WATER & SEWER DISTRICT

## CITY OF RENTON SEWER SERVICE BOUNDARY AGREEMENT

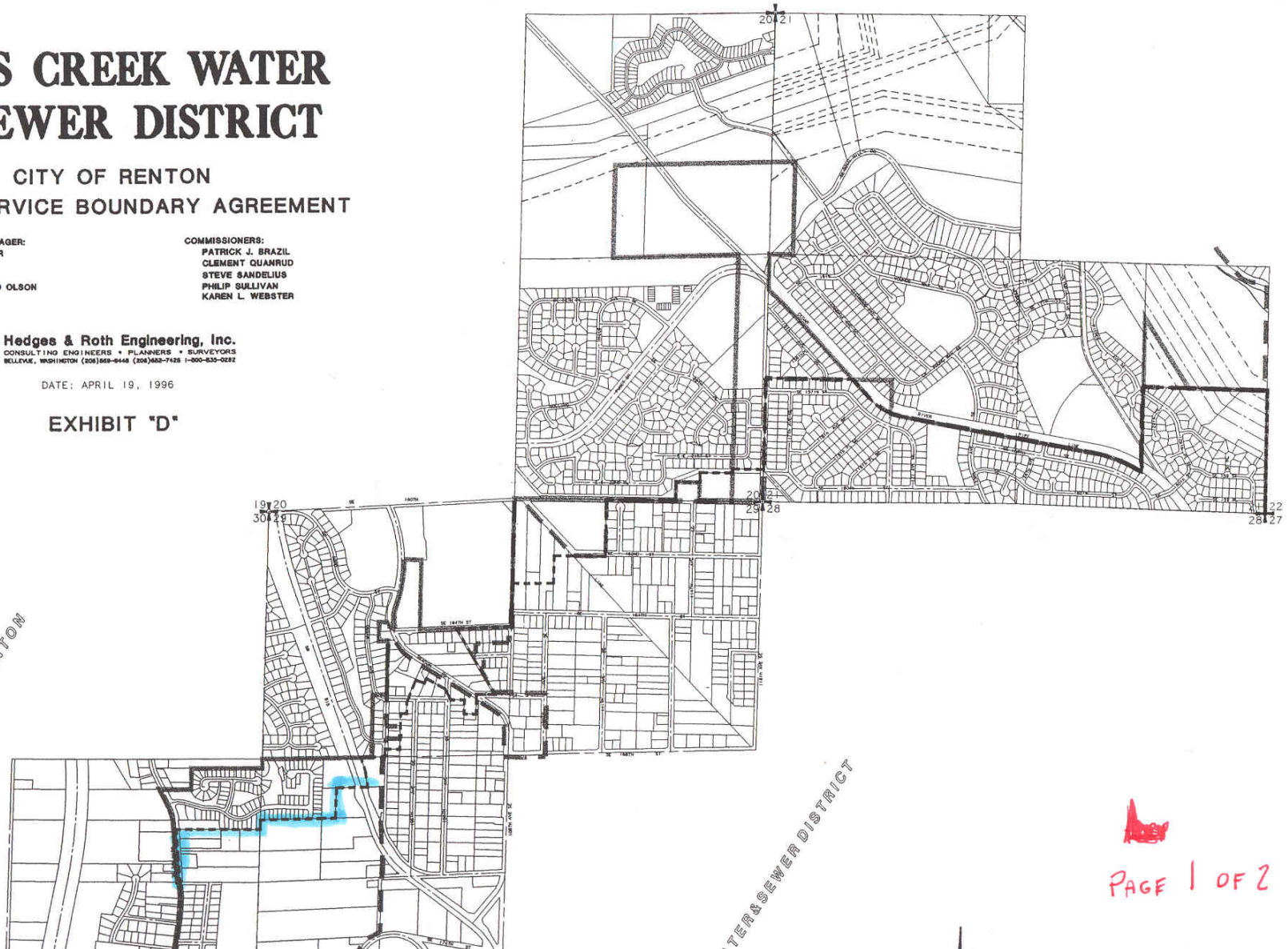
DISTRICT MANAGER:  
RON SPEER  
  
ATTORNEY:  
HANIS AND OLSON

COMMISSIONERS:  
PATRICK J. BRAZIL  
CLEMENT QUANRUD  
STEVE SANDELIUS  
PHILIP SULLIVAN  
KAREN L. WEBSTER

**H** Hedges & Roth Engineering, Inc.  
**&R** CONSULTING ENGINEERS • PLANNERS • SURVEYORS  
BELLEVUE, WASHINGTON (206) 888-8448 (206) 882-7428 1-800-835-0282

DATE: APRIL 19, 1996

EXHIBIT "D"






**105**  
PAGE 1 OF 2

SOOSCREEK WATER & SEWER DIS



0 500 1000 1500 2000  
SCALE IN FEET

**LEGEND**

-  EXISTING DISTRICT BOUNDARY
-  SEWER SERVICE AGREEMENT BOUNDARY 1996
-  RENTON CITY LIMITS (BY CITY OF RENTON)

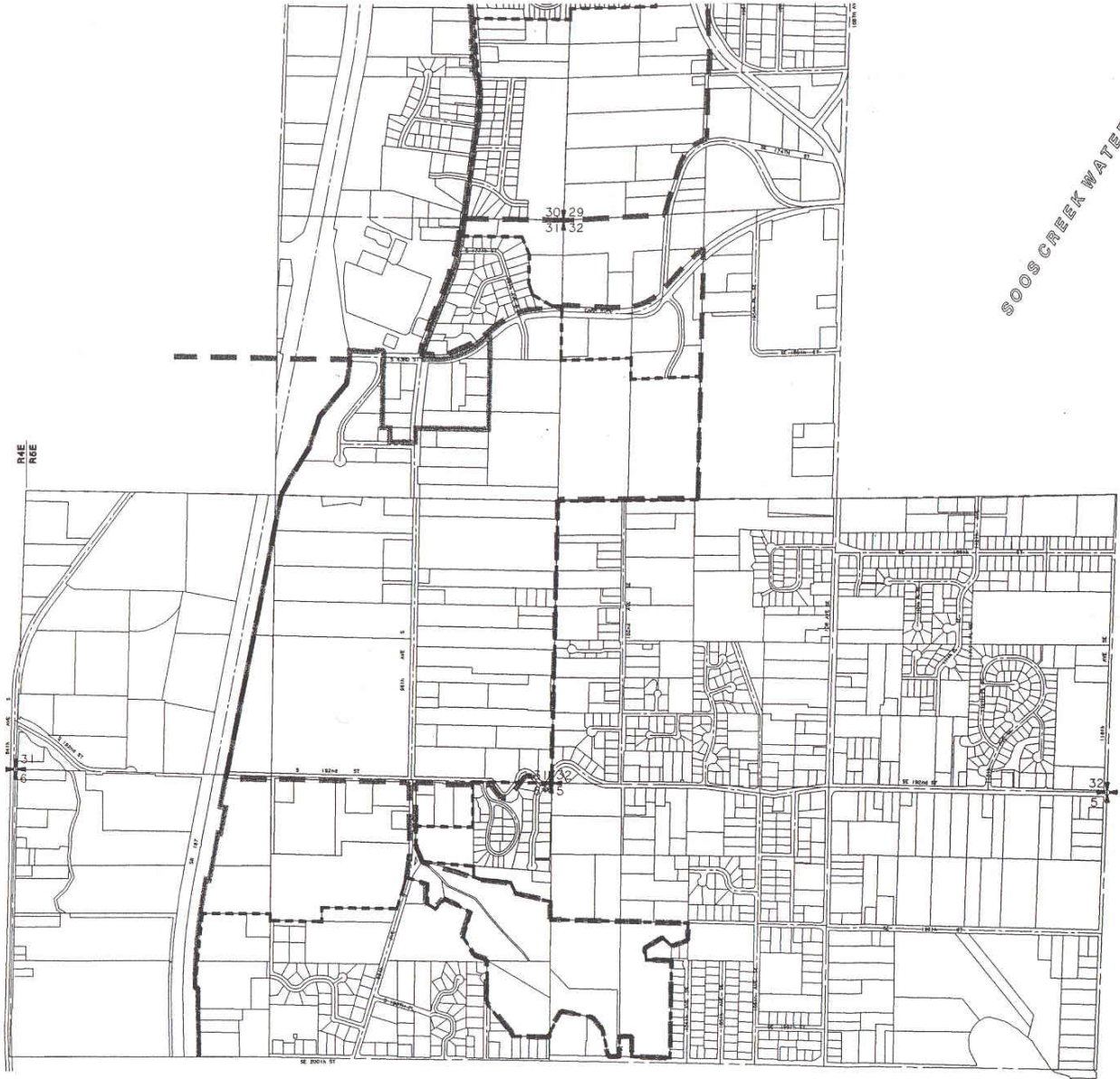


EXHIBIT D  
PAGE 2 OF 2

CITY OF RENTON & CEDAR RIVER WATER AND SEWER DISTRICT  
FOR THE ESTABLISHMENT OF SERVICE BOUNDARIES

THIS AGREEMENT is entered into this 8th day of February, 1999, by and between CEDAR RIVER WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "CRWSD", and the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "RENTON".

WITNESSETH:

WHEREAS, CRWSD is qualified to provide water and sewer service within its prescribed area; and

WHEREAS, RENTON is qualified to provide public services, including water and sewer service, within its prescribed areas; and

WHERE, it is in the public interest for the parties herein to enter into an agreement to provide for the efficient planning and development of new water and sewer services in areas which may be served by either, or both, of the parties herein; now, therefore,

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

1. Water Service Area Boundary Between RENTON and CRWSD. The attached Figure "A" illustrates the line separating the RENTON water service area from CRWSD water service area. RENTON shall provide service for the area generally North and West of the line illustrated. CRWSD shall provide service for the area generally South and East of the line illustrated.

Any new construction, upgrading, or replacements within the RENTON City Limits by CRWSD for water service shall be in compliance with RENTON design and construction standards then in effect or CRWSD design and construction standards, whichever are the higher design and construction standards including: materials, techniques, and fire flow.

2. Sewer Service Area Boundary Between RENTON and CRWSD. The attached Figure "B" illustrates the line separating the RENTON sewer service area from CRWSD sewer service area. RENTON shall provide service for the area generally North and West of the line illustrated. CRWSD shall provide service for the area generally South and East of the line illustrated.

Any new construction, upgrading, or replacements within the RENTON City Limits by CRWSD for sewer service shall be in compliance with RENTON design and constructions standards then in effect, or CRWSD design and construction standards, whichever are the higher design and construction standards including: materials and techniques.

3. Maintenance of Existing Facilities: CRWSD and RENTON will each maintain their own facilities, according to industry standards.
4. DISTRICT Comprehensive Water and Sewer Planning. CRWSD will submit, to RENTON, all future Comprehensive Water and Sewerage Plans and amendments thereto involving area and/or improvements within RENTON City Limits. Said submission of the CRWSD Plan(s) is to assure consistency with adopted city plans, policies, and land use controls, assist in the review of new development proposals and right-of-way construction permits, and to fulfill the responsibilities set forth in RCW 57 and King County Title 13. As new facilities are planned, constructed, maintained, and/or replaced within RENTON, they shall comply with RENTON design and construction standards then in effect, or CRWSD design and construction standards, whichever are the higher design and construction standards.
5. Extension of Utilities Across Properties. RENTON and CRWSD agree that they will require property owners who must extend facilities to service their property in a comprehensive fashion up to and including extending said facilities to the far side of the property, when appropriate, to provide a connection point for the future (or existing) facilities of the next property.
6. Franchise Agreement. Upon RENTON annexing property within the CRWSD service area, RENTON shall grant CRWSD, for the purposes of continuing use of rights-of-way, a temporary franchise for utility facilities within the annexed territory. This franchise shall have the same provisions as stated in the franchise between King County and CRWSD and have a term not to exceed 3 (three) years.

RENTON and CRWSD will immediately begin negotiations for a new franchise for the purposes of rights-of-way use for CRWSD service area within RENTON. The new franchise shall be negotiated within three years.

Upon any subsequent annexations by RENTON within the CRWSD service area, RENTON shall amend the franchise to include the annexed area, in order to maintain one franchise agreement. The franchise shall maintain the remaining balance of the term of the franchise. The franchise should include any updated provisions as approved by RENTON and agreed to by CRWSD.

Any franchise agreement issued hereunder shall be consistent with the respective comprehensive plans of the parties and State law.

7. Governmental Approvals. The parties will give notice of the adoption of this Agreement to Metropolitan King County, to the Department of Ecology, to the Department of Health, and to any other agency with jurisdiction, and shall cooperate and assist in any reasonable manner in procuring any necessary approvals hereof by those agencies.

8. Sanctity of Agreement. This Agreement constitutes the entire agreement of the parties, concerning the subject matter herein, and there are no representations or oral agreements other than those listed herein, which vary the terms of this Agreement. Future agreements may occur between the parties to identify, agree upon, or transfer service areas and/or facilities. This Agreement shall have a term of 25 (twenty-five) years.
9. Obligations Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either CRWSD or RENTON regarding provisions of water or sewer services to the properties described herein, or other properties, except as specifically set forth herein.

DATED this 8th day of February, 1999.

Authorized by Resolution No. 3371 of the City Council of the City of Renton, Washington, at its regular meeting held on 8th day of February, 1999.

CITY OF RENTON

Jesse Tanner 2-8-99  
 Jesse Tanner, Mayor Date

ATTEST:

Marilyn J. Petersen 2-8-99  
 Marilyn J. Petersen, City Clerk Date

APPROVED AS TO LEGAL FORM:

Lawrence J. Warren  
 Lawrence J. Warren, City Attorney

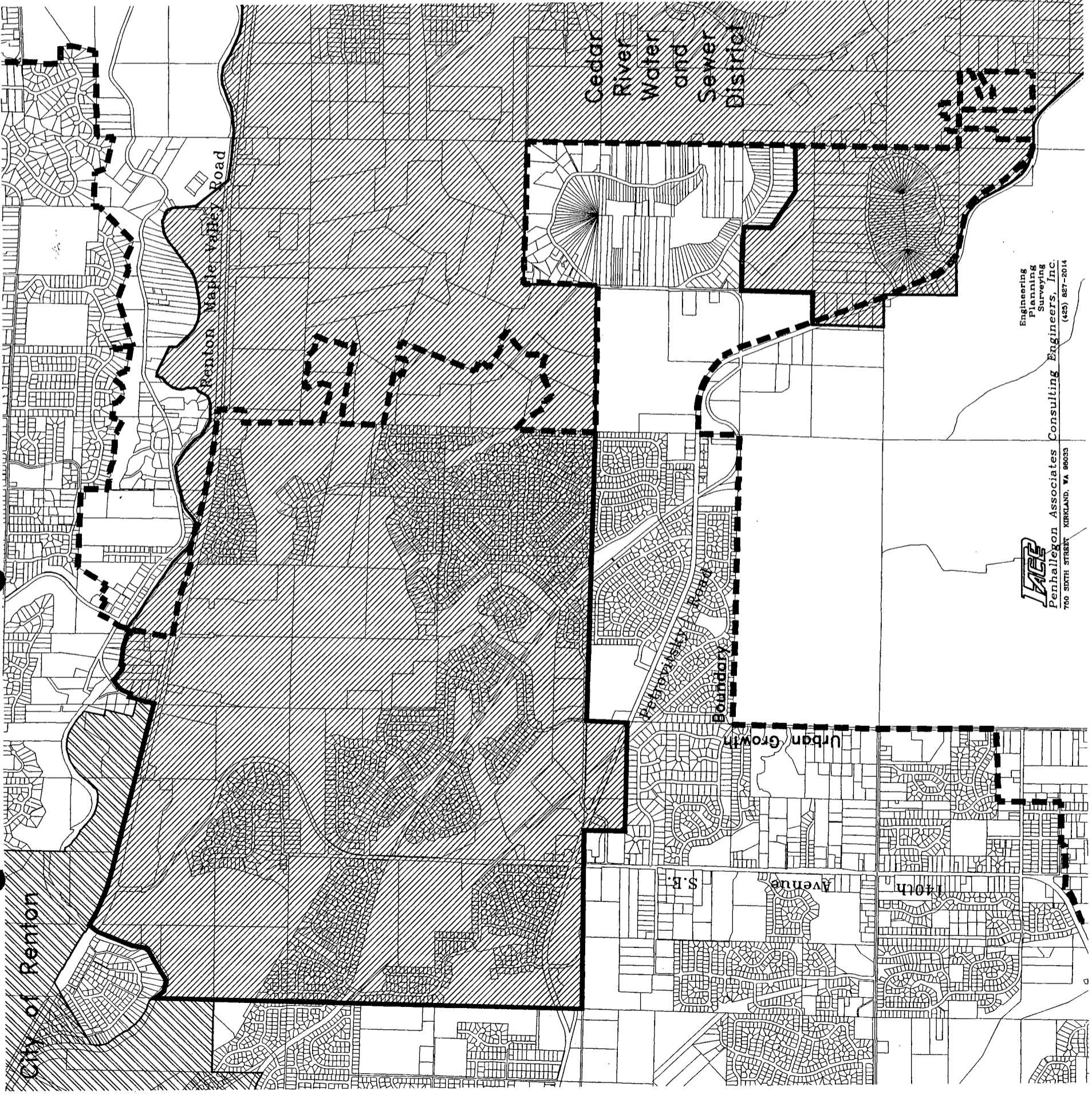
Approved by Resolution No. 3740 / of the Board of Commissioners of CEDAR RIVER WATER AND SEWER DISTRICT of King County, Washington, adopted at its regular meeting held on 19th day of January, 1999.

CEDAR RIVER WATER AND SEWER DISTRICT

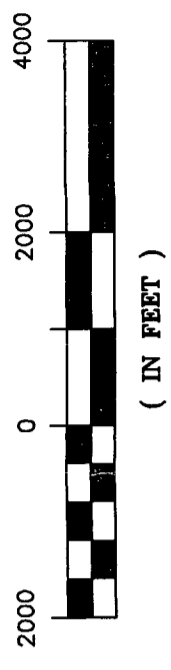
By: Walter M. Carter

Title: \_\_\_\_\_

\_\_\_\_\_



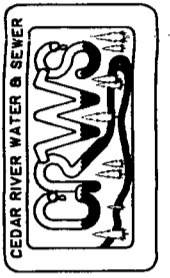
**GRAPHIC SCALE**



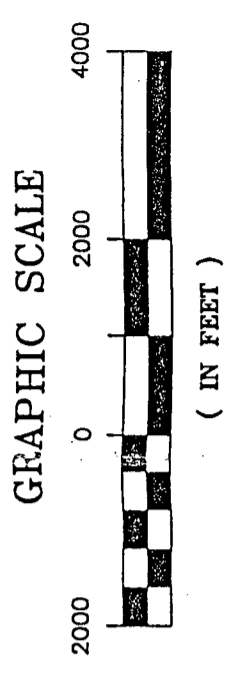
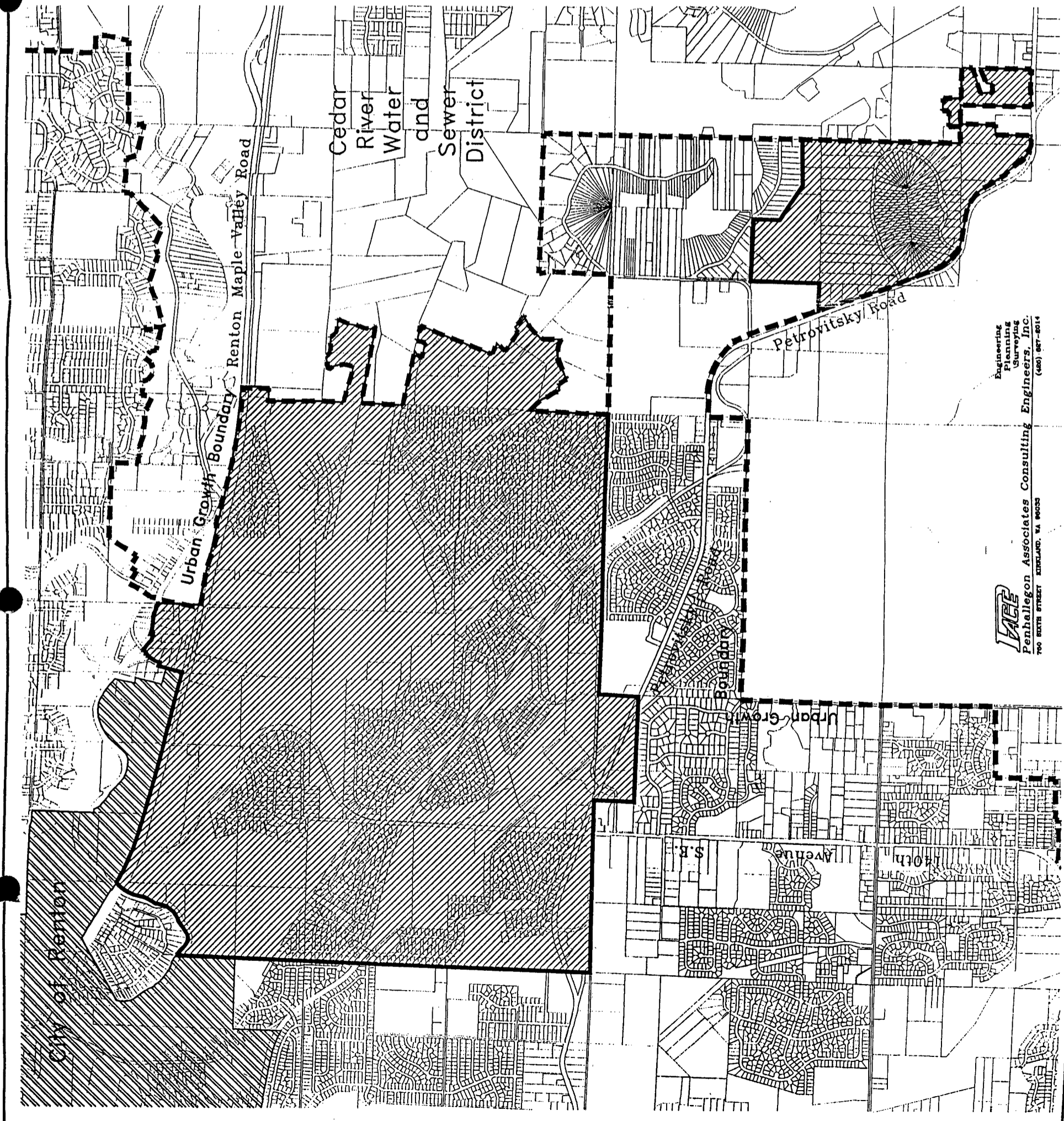
**LEGEND**

- WATER SERVICE AREA BOUNDARY
- ▨ RENTON CURRENT CITY LIMITS (IN PART)
- - - KING COUNTY URBAN GROWTH BOUNDARY
- ▨ CRWSD WATER SERVICE AREA (IN PART)

**CRWSD / RENTON  
INTERLOCAL AGREEMENT  
WATER SERVICE  
FIGURE A**



**JACE**  
Engineering  
Planning  
Surveying  
Penhallegon Associates Consulting Engineers, Inc.  
760 SIXTH STREET KIRKLAND, WA 98033  
(425) 887-2014



**LEGEND**

- SEWER SERVICE AREA BOUNDARY
- ▨ RENTON CURRENT CITY LIMITS (IN PART)
- - - KING COUNTY URBAN GROWTH BOUNDARY
- ▩ CRWSD SEWER SERVICE AREA (IN PART)

**CRWSD / RENTON  
INTERLOCAL AGREEMENT  
SEWER SERVICE  
FIGURE B**



**FACE**  
Engineering  
Planning  
Surveying  
Penhallegon Associates Consulting Engineers, Inc.  
700 SIXTH STREET BERKELEY, CA 94703  
(415) 867-6014

**CORRESPONDENCE  
SECTION**





CITY OF RENTON

CITY CLERK'S DIVISION

MEMORANDUM

---

DATE: 2/9/99

TO: Mike Benoit, Utility Systems

FROM: Bonnie Walton, x 6510

SUBJECT: CAG-99-014, Cedar River Water & Sewer District

---

The attached document was fully executed at last night's Council meeting and copy is being returned to you. An original was given Mr. Canter at the meeting and the other original document is retained by the City Clerk.

Thank you.

Enclosures: (1)

**CONTRACT CHECKLIST**

STAFF NAME & EXTENSION NUMBER: Mike Benoit X6206

DIVISION/DEPARTMENT: PBPW/ Utility Systems

CONTRACT NUMBER: -99-014  
CAG-94-046 addn # 98-XXX

TASK ORDER NUMBER (if applicable): N/A

CONTRACTOR/CONSULTANT/AGENCY: Cedar River Water and Sewer District

PURPOSE OF CONTRACT: Interlocal Agreement / Boundary Agreement

- 1. LEGAL REVIEW: (Attach letter from City Attorney) attached
- 2. RISK MANAGEMENT REVIEW FOR INSURANCE: (Attach letter) N/A
- 3. RESPONSE TO LEGAL OR RISK MGMT CONCERNS: (Explain in writing how concerns have been met.) N/A
- 4. INSURANCE CERTIFICATE AND/OR POLICY: (Attach original) N/A
- 5. CITY BUSINESS LICENSE NUMBER: N/A
- 6. ATTACHED CONTRACTS ARE SIGNED BY CONTRACTOR/CONSULTANT: No  
The State, as the contracting agency, will execute after the City.
  - A. Contracts under \$10,000 also signed by Dept. Administrator:  
(if not, provide explanation)
- 7. FISCAL IMPACT:
  - A. AMOUNT BUDGETED: (LINE ITEM) (See 8.b)\* \$N/A
  - B. EXPENDITURE REQUIRED: \$N/A
- 8. COUNCIL APPROVAL REQUIRED: (Prepare Agenda Bill):
- 9. DATE OF COUNCIL APPROVAL (if applicable): 1/8/99
- 10. RESOLUTION NUMBER (If applicable): 3371 - 3377
- 11. KEY WORDS FOR CITY CLERK'S INDEX:

- |  |                                     |
|--|-------------------------------------|
| A. Cedar River Water and Sewer District  | F. Water Utility                    |
| B. CRWSD                                 | G. Boundary Agreement Water         |
| C. Sewer Service Area Boundary Agreement | H. Boundary Agreement Wastewater    |
| D. Water Service Area Boundary Agreement | J. Service Area Boundary Water      |
| E. Sanitary Sewer Utility                | K. Service Area Boundary Wastewater |

CITY OF RENTON, WASHINGTON

RESOLUTION NO. 3371

**A RESOLUTION OF THE CITY OF RENTON, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CEDAR RIVER WATER AND SEWER DISTRICT RELATING TO THE ESTABLISHMENT OF SERVICE BOUNDARIES.**

**WHEREAS,** the City of Renton and the Cedar River Water and Sewer District both provide water and sewer services to citizens within the greater Renton area; and

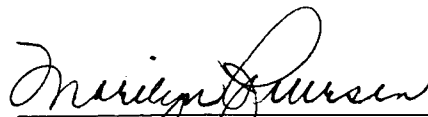
**WHEREAS,** it is in the public interest for the parties herein to enter into an agreement to provide for the efficient planning and development of new water and sewer services in areas which may be served by either, or both, of the parties herein;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DO RESOLVE AS FOLLOWS:**

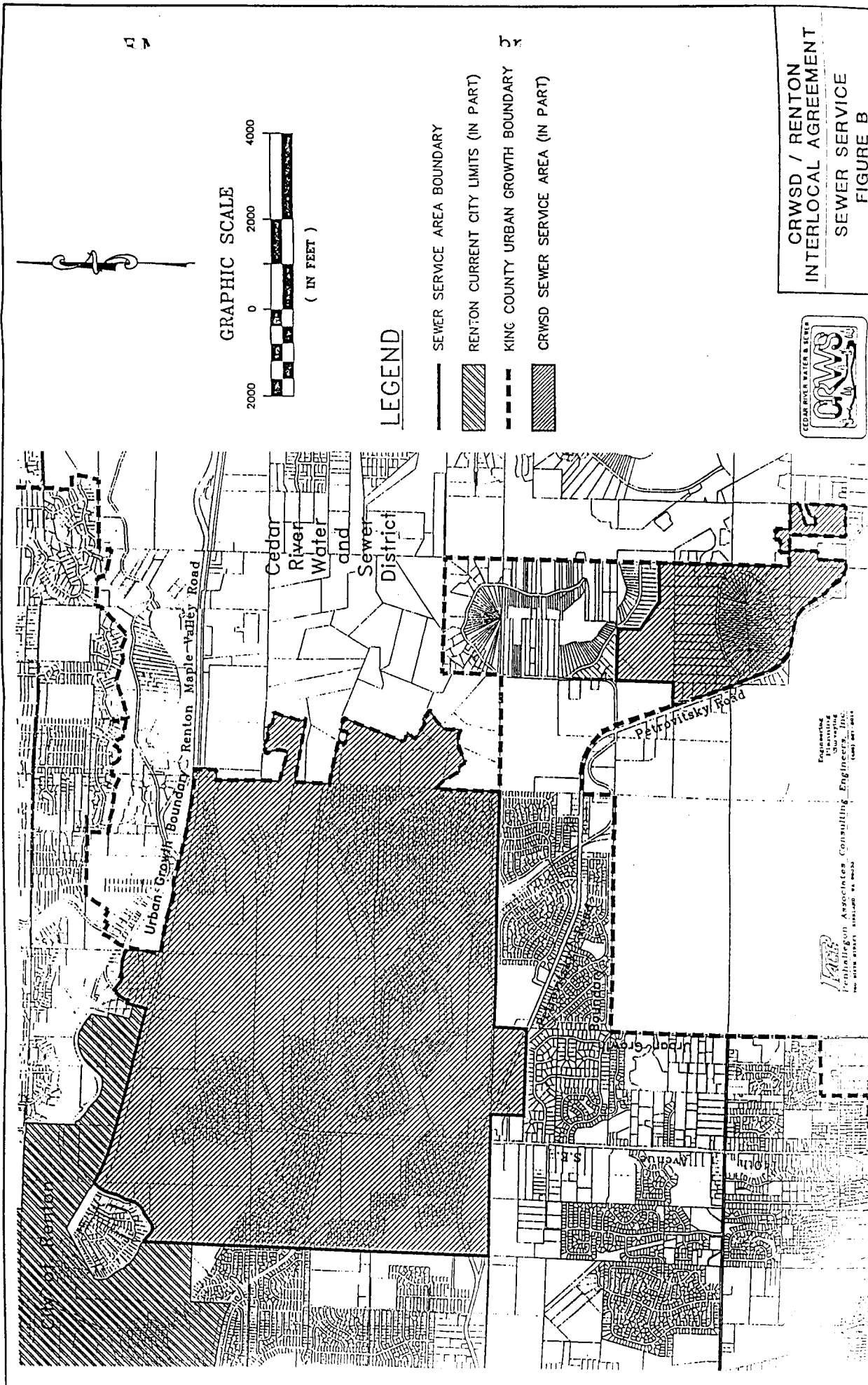
**SECTION I.** The above recitals are found to be true and correct in all respects.

**SECTION II.** The Mayor and City Clerk are hereby authorized to enter into an interlocal agreement with the Cedar River Water and Sewer District establishing the common water and sewer service boundaries between the City of Renton and the Cedar River Water and Sewer District.

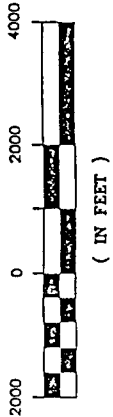
PASSED BY THE CITY COUNCIL this 8th day of February, 1999.



Marilyn J. Petersen, City Clerk



GRAPHIC SCALE



**LEGEND**

- SEWER SERVICE AREA BOUNDARY
- ▨ RENTON CURRENT CITY LIMITS (IN PART)
- - - KING COUNTY URBAN GROWTH BOUNDARY
- ▨ CRWSD SEWER SERVICE AREA (IN PART)

CRWSD / RENTON  
INTERLOCAL AGREEMENT  
SEWER SERVICE  
FIGURE B



Engineering  
Surveying  
Planning  
Consulting  
Call 800-541-5111



Penhallegon Associates, Consulting Engineers, Inc.  
1000 1st Street, Suite 100, Seattle, WA 98101

**Utilities Committee**

Public Works: Water Line Chlorination Fee Change

Utilities Committee Chair Clawson presented a report recommending concurrence in the staff recommendation to collect the water line chlorination fee up-front rather than the current time and materials fee . MOVED BY CLAWSON, SECONDED BY CORMAN, COUNCIL CONCUR IN THE COMMITTEE REPORT. CARRIED. (See page 51 for ordinance.)

Utility: Cedar River Water & Sewer District, Agreement re: Service Boundaries

Utilities Committee Chair Clawson presented a report recommending concurrence in the staff recommendation to approve an interlocal agreement with the Cedar River Water and Sewer District describing our common water and sewer service boundaries. The Committee further recommended that the resolution regarding this matter be presented for reading and adoption . MOVED BY CLAWSON, SECONDED BY CORMAN, COUNCIL CONCUR IN THE COMMITTEE REPORT. CARRIED. (See later this page for resolution.)

Councilman Schiltzer commented that since the subject of water distribution can be a highly volatile issue, Renton is fortunate to share boundaries with cooperative-minded jurisdictions such as the Cedar River Water and Sewer District.

**ORDINANCES AND RESOLUTIONS**

The following resolutions were presented for reading and adoption:

**Resolution #3371**

Utility: Cedar River Water & Sewer District, Agreement re: Service Boundaries

A resolution was read authorizing the Mayor and City Clerk to enter into an interlocal agreement with the Cedar River Water and Sewer District relating to the establishment of service boundaries. MOVED BY CORMAN, SECONDED BY KEOLKER-WHEELER, COUNCIL ADOPT THE RESOLUTION AS PRESENTED. CARRIED.

Walt Kanter of the Cedar River Water and Sewer District was on hand to publicly sign the agreement and thank both his own associates and staff, as well as Renton's officials and staff, for their exemplary work on this matter.

**Resolution #3372**

Police: Jail Services from Okanogan County

A resolution was read authorizing the Mayor and City Clerk to sign a letter of agreement with the Okanogan County Sheriff's Office for jail services. MOVED BY PARKER, SECONDED BY EDWARDS, COUNCIL ADOPT THE RESOLUTION AS PRESENTED. CARRIED.

**Resolution #3373**

Transportation: Eastside Transportation Partnership Mobility Action Priorities

A resolution was read approving the Eastside Transportation Partnership Mobility Action Priorities. MOVED BY CORMAN, SECONDED BY EDWARDS, COUNCIL ADOPT THE RESOLUTION AS PRESENTED. CARRIED.

**Resolution #3374**

Transportation: Renton Employees Transit Incentive Program (FlexPass)

A resolution was read authorizing the Mayor and City Clerk to enter into an interlocal agreement with the Washington State Department of Transportation regarding the Renton City Hall FlexPass Program. MOVED BY CORMAN, SECONDED BY SCHLITZER, COUNCIL ADOPT THE RESOLUTION AS PRESENTED. CARRIED.

**Resolution #3375**

Transportation: Renton Employees Transit Incentive Program (FlexPass)

A resolution was read authorizing the Mayor and City Clerk to enter into an interlocal cooperative agreement with King County for the sale of FlexPasses to City of Renton employees by King County. MOVED BY CORMAN, SECONDED BY CLAWSON, COUNCIL ADOPT THE RESOLUTION AS PRESENTED. CARRIED.

**Resolution #3376**

Transportation: Commute Trip Reduction Services from King County

A resolution was read authorizing the Mayor and City Clerk to enter into an interlocal cooperative agreement with King County entitled "Commuter Trip Reduction Act Implementation Agreement." MOVED BY CORMAN, SECONDED BY NELSON, COUNCIL ADOPT THE RESOLUTION AS

CAG: 99-015

**Utilities Committee**

Public Works: Water Line Chlorination Fee Change

Utilities Committee Chair Clawson presented a report recommending concurrence in the staff recommendation to collect the water line chlorination fee up-front rather than the current time and materials fee . MOVED BY CLAWSON, SECONDED BY CORMAN, COUNCIL CONCUR IN THE COMMITTEE REPORT. CARRIED. (See page 51 for ordinance.)

Utility: Cedar River Water & Sewer District, Agreement re: Service Boundaries

CAG: 99-014

Utilities Committee Chair Clawson presented a report recommending concurrence in the staff recommendation to approve an interlocal agreement with the Cedar River Water and Sewer District describing our common water and sewer service boundaries. The Committee further recommended that the resolution regarding this matter be presented for reading and adoption . MOVED BY CLAWSON, SECONDED BY CORMAN, COUNCIL CONCUR IN THE COMMITTEE REPORT. CARRIED. (See later this page for resolution.)

Councilman Schiltzer commented that since the subject of water distribution can be a highly volatile issue, Renton is fortunate to share boundaries with cooperative-minded jurisdictions such as the Cedar River Water and Sewer District.

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**ORDINANCES AND RESOLUTIONS**

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Walt Kanter of the Cedar River Water and Sewer District was on hand to publicly sign the agreement and thank both his own associates and staff, as well as Renton's officials and staff, for their exemplary work on this matter.

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A resolution was read authorizing the Mayor and City Clerk to enter into an interlocal cooperative agreement with King County entitled "Commuter Trip Reduction Act Implementation Agreement." MOVED BY CORMAN, SECONDED BY NELSON, COUNCIL ADOPT THE RESOLUTION AS

Date 2-8-99


UTILITIES COMMITTEE  
COMMITTEE REPORT

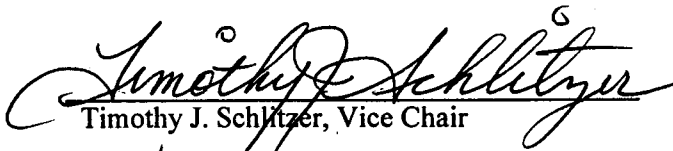
February 8, 1999

Water and Sewer Boundary Agreement Between Renton and Cedar River Water and Sewer District  
(Referred February 1, 1999)

The Utilities Committee recommends concurrence in the Staff recommendation that Council approve the interlocal agreement with Cedar River Water and Sewer District describing our common water and sewer service boundaries.

The Committee further recommends that the resolution authorizing the Mayor and City Clerk to execute the interlocal agreement be presented for reading and adoption.

  
Dan Clawson, Chair

  
Timothy J. Schlitzer, Vice Chair

  
Kathy Keolker-Wheeler, Member

cc: Lys Hornsby  
Abdoul Gafour  
Dave Christensen

Regarding Renton's web site, Councilman Corman suggested that the City register the domain name "www.renton.gov" to link to www.ci.renton.wa.us, since many web users instinctively type in the former name in an effort to locate the official site. Mayor Tanner agreed this was a good suggestion.

**CONSENT AGENDA**

Items on the consent agenda are adopted by one motion which follows the listing.

Finance: Y2K Compliant Utility Billing Software & Meter Reading System

Finance & Information Services Department recommended approval of a contract with Springbrook Software for Y2K compliant utility billing software, and additionally requested authorization to purchase a Y2K compliant meter reading system from Western Utilities Supply Company at a total combined cost of \$225,000. Refer to Finance Committee.

Public Works: SW 27th St Culvert Replacement, RW Beck, CAG-98-031

Surface Water Utility Division recommended an addendum in the amount of \$111,743 to CAG-98-031, contract with R.W. Beck, Inc. for the SW 27th St. culvert replacement project to complete the final design and preparation of all required permit applications. Council concur.

Transportation: *Flexpass* Program (WSDOT Funding; King County Contract)

Transportation Division recommended approval of an agreement with the Washington State Department of Transportation to receive up to \$7,500 in grant funds to implement a *Flexpass* program for City employees, and additionally recommended approval of a contract with King County's Transit Division (Metro) to implement the program on a one-year trial basis. Refer to Transportation Committee.

Transportation: Commute Trip Reduction Services, King County

Transportation Division recommended approval of an agreement in the amount of \$47,459 with King County for the provision of Commute Trip Reduction services to affected employers in the City of Renton. Refer to Transportation Committee.

Utility: Cedar River Water & Sewer District, Boundary Agreement

Utility Systems Division recommended approval of an agreement with the Cedar River Water and Sewer District describing mutual water and sewer service boundaries. Refer to Utilities Committee.

CAG: 99-014

MOVED BY PARKER, SECONDED BY EDWARDS, COUNCIL APPROVE THE CONSENT AGENDA AS PRESENTED. CARRIED.

**OLD BUSINESS**

Finance Committee

Finance: Vouchers

Finance Committee Chair Edwards presented a report recommending approval of Claim Vouchers 166640, 166641 & 167194 - 167572 and three wire transfers totaling \$3,913,078.85; and approval of Payroll Vouchers 164706 - 164723 and 124 direct deposits in the total amount of \$56,860.00. MOVED BY EDWARDS, SECONDED BY NELSON, COUNCIL CONCUR IN THE COMMITTEE REPORT. CARRIED.

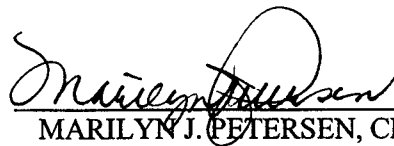
**NEW BUSINESS**

Council: 2/15/99 Meeting Cancellation

MOVED BY CORMAN, SECONDED BY NELSON, COUNCIL CANCEL THE REGULAR CITY COUNCIL AND COMMITTEE OF THE WHOLE MEETINGS FOR FEBRUARY 15, 1999, IN OBSERVANCE OF PRESIDENTS' DAY. CARRIED.

**ADJOURNMENT**

MOVED BY PARKER, SECONDED BY NELSON, COUNCIL ADJOURN. CARRIED. Time: 8:14 p.m.

  
MARILYN J. PETERSEN, CMC, City Clerk



**CITY OF RENTON COUNCIL AGENDA B**

AI #: *a.e.*

Submitting Data: Planning/Building/Public Works Dept/Div/Board.. Utility Systems Division Staff Contact..... David Christensen (x-7212) Abdoul Gafour (x-7210)	For Agenda of: <p align="center"><b>February 1, 1999</b></p> Agenda Status  Consent..... X Public Hearing... Correspondence.. X Ordinance..... Resolution..... Old Business..... New Business..... Study Sessions.... Information.....
Subject: <p align="center"><b>Water and Sewer Boundary Agreement Between Renton and Cedar River Water and Sewer District</b></p>	
Exhibits: Issue Paper Draft Boundary Agreement Letter from Cedar River Water and Sewer District City Attorney Approval Draft Resolution	

Recommended Action: <p align="center"><b>Refer to Utilities Committee of February 4, 1999</b></p>	Approvals: Legal Dept..... X Finance Dept..... Other.....
--	--

Fiscal Impact: Expenditure Required... -0- Amount Budgeted..... -0- Total Project Budget -0-	Transfer/Amendment..... Revenue Generated..... City Share Total Project..
---	---

Summary of Action:

The City and Cedar River Water and Sewer District (CRWSD) have negotiated an interlocal agreement describing our mutual water and sewer boundaries.

**STAFF RECOMMENDATION:**

The Planning/Building/Public Works Department recommends that Council approve the interlocal agreement between the City and CRWSD describing our mutual sewer and water service boundaries and authorize the Mayor and City Clerk to execute the interlocal agreement.

**CITY OF RENTON  
PLANNING/BUILDING/PUBLIC WORKS  
M E M O R A N D U M**

---

**DATE:** January 20, 1999

**TO:** Dan Clawson, Chair  
Members of the Utilities Committee

**VIA:** Mayor Jesse Tanner

**FROM:** Gregg Zimmerman, Administrator *GZ*  
Planning/Building/Public Works Department

**STAFF CONTACTS:** David Christensen (x-7212)  
Abdoul Gafour (x-7210)

**SUBJECT:** Water and Sewer Boundary Agreement Between Renton and Cedar River  
Water and Sewer District

---

**ISSUE:**

The City has been negotiating an interlocal agreement with Cedar River Water and Sewer District (CRWSD). This agreement describes the mutual boundaries between our water and sewer service areas and lays a foundation for future negotiations of a franchise agreement when properties served by CRWSD are annexed to the City.

We have completed these negotiations and are asking for Council's approval of the agreement and adoption of a resolution authorizing the Mayor to execute the agreement.

**RECOMMENDATION:**

Staff recommends that Council approve the agreement and that Council authorize the Mayor and City Clerk to execute the interlocal agreement.

**BACKGROUND.SUMMARY:**

The City of Renton and CRWSD do not currently have either a water or sewer boundary agreement. CRWSD initiated negotiation of this interlocal agreement when, as part of the review of the CRWSD water plan, the Department of Health (DOH) commented on the need for adjacent districts to have or to be negotiating boundary agreements. DOH made the same comment when Renton's Water System Plan was reviewed and we expect a similar comment from King County during the review of our Long-Range Wastewater Management Plan.

CITY OF RENTON & CEDAR RIVER WATER AND SEWER DISTRICT  
FOR THE ESTABLISHMENT OF SERVICE BOUNDARIES

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between CEDAR RIVER WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "CRWSD", and the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "RENTON".

WITNESSETH:

WHEREAS, CRWSD is qualified to provide water and sewer service within its prescribed area; and

WHEREAS, RENTON is qualified to provide public services, including water and sewer service, within its prescribed areas; and

WHERE, it is in the public interest for the parties herein to enter into an agreement to provide for the efficient planning and development of new water and sewer services in areas which may be served by either, or both, of the parties herein; now, therefore,

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

1. Water Service Area Boundary Between RENTON and CRWSD. The attached Figure "A" illustrates the line separating the RENTON water service area from CRWSD water service area. RENTON shall provide service for the area generally North and West of the line illustrated. CRWSD shall provide service for the area generally South and East of the line illustrated.

Any new construction, upgrading, or replacements within the RENTON City Limits by CRWSD for water service shall be in compliance with RENTON design and construction standards then in effect or CRWSD design and construction standards, whichever are the higher design and construction standards including: materials, techniques, and fire flow.

2. Sewer Service Area Boundary Between RENTON and CRWSD. The attached Figure "B" illustrates the line separating the RENTON sewer service area from CRWSD sewer service area. RENTON shall provide service for the area generally North and West of the line illustrated. CRWSD shall provide service for the area generally South and East of the line illustrated.

Any new construction, upgrading, or replacements within the RENTON City Limits by CRWSD for sewer service shall be in compliance with RENTON design and constructions standards then in effect, or CRWSD design and construction standards, whichever are the higher design and construction standards including: materials and techniques.

8. Sanctity of Agreement. This Agreement constitutes the entire agreement of the parties, concerning the subject matter herein, and there are no representations or oral agreements other than those listed herein, which vary the terms of this Agreement. Future agreements may occur between the parties to identify, agree upon, or transfer service areas and/or facilities. This Agreement shall have a term of 25 (twenty-five) years.
9. Obligations Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either CRWSD or RENTON regarding provisions of water or sewer services to the properties described herein, or other properties, except as specifically set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

Authorized by Resolution No. \_\_\_\_\_ of the City Council of the City of Renton, Washington, at its regular meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

CITY OF RENTON

\_\_\_\_\_  
Jesse Tanner, Mayor Date

ATTEST:

\_\_\_\_\_  
Marilyn J. Petersen, City Clerk Date

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Lawrence J. Warren, City Attorney

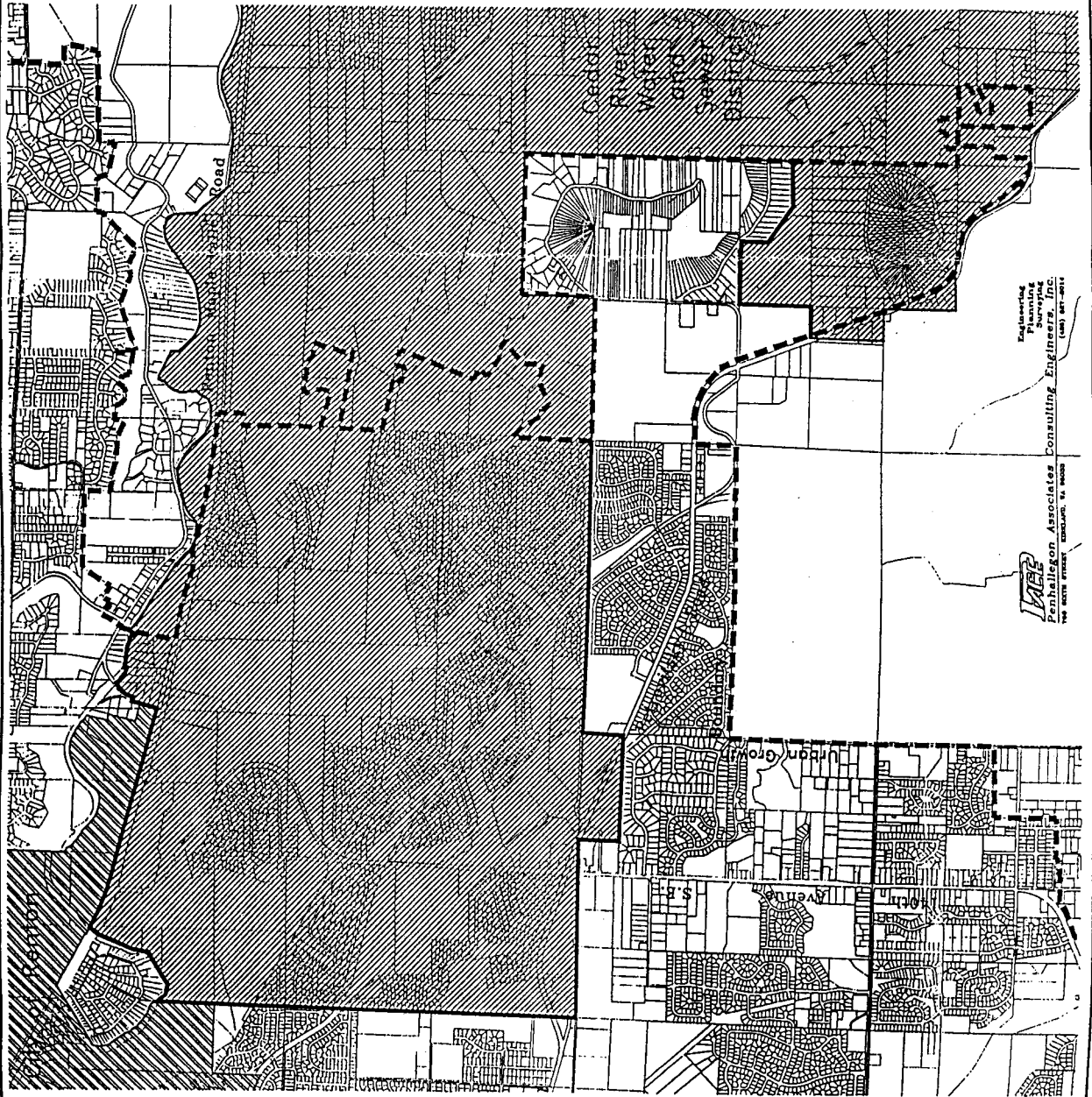
Approved by Resolution No. \_\_\_\_\_ / \_\_\_\_\_ of the Board of Commissioners of CEDAR RIVER WATER AND SEWER DISTRICT of King County, Washington, adopted at its regular meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

CEDAR RIVER WATER AND SEWER DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_





GRAPHIC SCALE

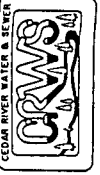


( IN FEET )

LEGEND

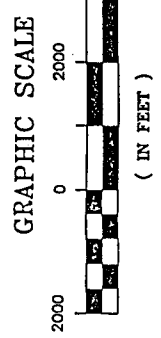
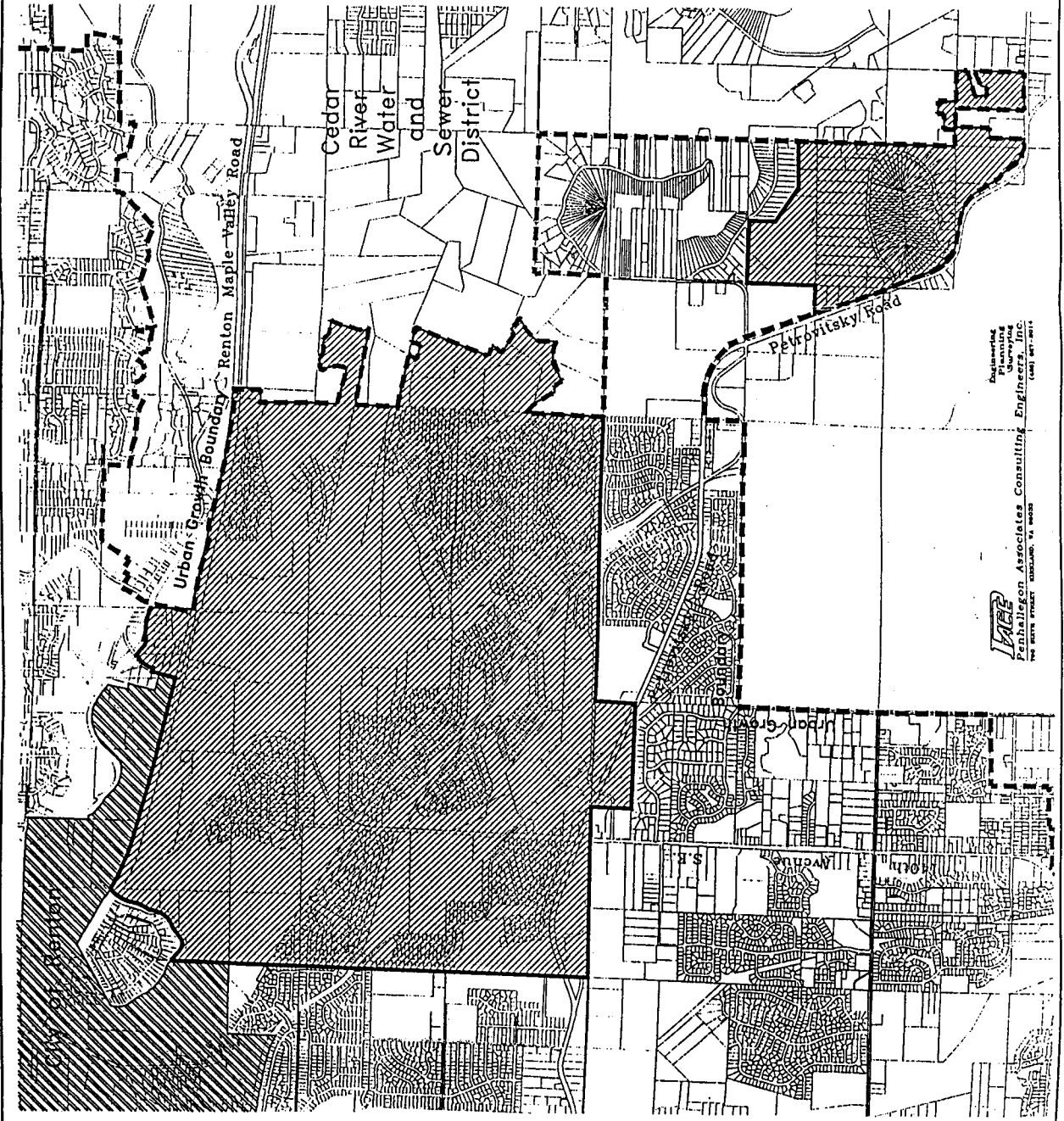
- WATER SERVICE AREA BOUNDARY
-  RENTON CURRENT CITY LIMITS (IN PART)
- - - KING COUNTY URBAN GROWTH BOUNDARY
-  CRWSD WATER SERVICE AREA (IN PART)

CRWSD / RENTON  
INTERLOCAL AGREEMENT  
WATER SERVICE  
FIGURE A



Engineering  
Planning  
Penhalegon Associates Consulting Engineers, Inc.  
10000 1st Avenue, Everett, WA 98203  
(425) 341-0011

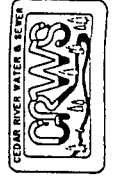




**LEGEND**

- SEWER SERVICE AREA BOUNDARY
- ▨ RENTON CURRENT CITY LIMITS (IN PART)
- - - KING COUNTY URBAN GROWTH BOUNDARY
- ▩ CRWSD SEWER SERVICE AREA (IN PART)

CRWSD / RENTON  
INTERLOCAL AGREEMENT  
SEWER SERVICE  
FIGURE B



**JMBE**  
Engineering  
Surveying  
Penhallegon Associates Consulting Engineers, Inc.  
10000 1st Avenue, Everett, WA 98203  
(425) 371-1111



18300 S.E. Lake Youngs Rd.  
(425) 255-6370

Renton, Washington 98058-9799  
FAX: (425) 228-4880

January 21, 1999

Mike Benoit  
Planning/Building/Public Work Department  
City of Renton  
1055 South Grady Way  
Renton, WA 98055

Subject: Draft City of Renton and Cedar River Water and Sewer District Interlocal Agreement


Dear Mike,

The Board of Commissioners for Cedar River Water and Sewer District has reviewed the Interlocal Agreement as revised on January 18 by the City of Renton. After much discussion, the Board has directed staff to present the draft Interlocal Agreement to the Renton staff in preparation for deliberation and approval by the City Council.

It is our understanding this Interlocal could be introduced by resolution to your Council on January 25 with referral to your City Utilities Committee for a meeting on February 4. We look forward to attending the Utilities Committee meeting. We will have one Commissioner, Kelly Snyder, and myself in attendance. Please notify us of the time and location of the meeting.

We look forward to meeting with your Councilmembers and bringing completion to this Interlocal Agreement with adoption and signatures. If you have any questions, please contact me at 425-255-6370 or Kelly Snyder at 425-869-9448.

Sincerely,



Ronald P. Sheadel  
General Manager

cc: Kelly Snyder, Roth Hill Engineering Partners, Inc.  
Dick Jonson, Jonson and Jonson, P.S.  
Lys Hornsby, City of Renton  
David Christensen, City of Renton  
Abdoul Gafour, City of Renton

Commissioners  
Walter M. Canter  
Charles E. Terwilligar  
Lorraine M. Snyder

General Manager  
Ron Sheadel



Jesse Tanner, Mayor

# CITY OF RENTON

Office of the City Attorney

Lawrence J. Warren

RECEIVED

JAN - 7 1999

## MEMORANDUM

CITY OF RENTON  
Engineering Dept.


**To:** Mike Benoit  
**From:** Lawrence J. Warren, City Attorney  
**Date:** January 7, 1999  
**Subject:** Interlocal Agreement with Cedar River Water and Sewer District

By memo dated December 31, 1998, received by my office on January 4, 1999, you ask me to review an agreement establishing service boundaries between the City of Renton and Cedar River Water and Sewer District. I approve that document as to legal form.

You ask two questions, the first related to section 5 and the use of the term "when appropriate." You feel that this language would allow the City to change its policies about requiring an extension of water and sewer mains. Your question relates to a possible takings argument by requiring property owners to extend their facilities to the far side of their property. I certainly believe that the language is of assistance. It may not be necessary, however, if a court made a ruling that requiring the extension was a taking. A counter-argument can be made, so I think the language is appropriate in the agreement.

The second question relates to section 6 and the granting of an interim franchise for recently annexed properties. The concept is valid and acceptable.

If you have any further questions please let me know.

  
Lawrence J. Warren

LJW:as.  
cc: Jay Covington  
A8:153.01.



CITY OF RENTON, WASHINGTON

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF RENTON, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CEDAR RIVER WATER AND SEWER DISTRICT RELATING TO THE ESTABLISHMENT OF SERVICE BOUNDARIES.**

**WHEREAS**, the City of Renton and the Cedar River Water and Sewer District both provide water and sewer services to citizens within the greater Renton area; and

**WHEREAS**, it is in the public interest for the parties herein to enter into an agreement to provide for the efficient planning and development of new water and sewer services in areas which may be served by either, or both, of the parties herein;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DO RESOLVE AS FOLLOWS:**

**SECTION I.** The above recitals are found to be true and correct in all respects.

**SECTION II.** The Mayor and City Clerk are hereby authorized to enter into an interlocal agreement with the Cedar River Water and Sewer District establishing the common water and sewer service boundaries between the City of Renton and the Cedar River Water and Sewer District.

PASSED BY THE CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Marilyn J. Petersen, City Clerk

RESOLUTION NO. \_\_\_\_\_

APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Jesse Tanner, Mayor

Approved as to form:

\_\_\_\_\_  
Lawrence J. Warren, City Attorney

RES.711:1/25/99:as.

CITY OF RENTON, WASHINGTON

RESOLUTION NO. 3371

**A RESOLUTION OF THE CITY OF RENTON, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CEDAR RIVER WATER AND SEWER DISTRICT RELATING TO THE ESTABLISHMENT OF SERVICE BOUNDARIES.**

WHEREAS, the City of Renton and the Cedar River Water and Sewer District both provide water and sewer services to citizens within the greater Renton area; and

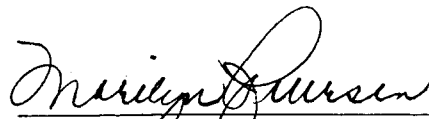
WHEREAS, it is in the public interest for the parties herein to enter into an agreement to provide for the efficient planning and development of new water and sewer services in areas which may be served by either, or both, of the parties herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DO RESOLVE AS FOLLOWS:

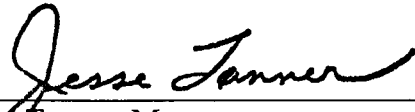
**SECTION I.** The above recitals are found to be true and correct in all respects.

**SECTION II.** The Mayor and City Clerk are hereby authorized to enter into an interlocal agreement with the Cedar River Water and Sewer District establishing the common water and sewer service boundaries between the City of Renton and the Cedar River Water and Sewer District.

PASSED BY THE CITY COUNCIL this 8th day of February, 1999.

  
\_\_\_\_\_  
Marilyn J. Petersen, City Clerk

APPROVED BY THE MAYOR this 8th day of February, 1999.

  
\_\_\_\_\_  
Jesse Tanner, Mayor

Approved as to form:

  
\_\_\_\_\_  
Lawrence J. Warren, City Attorney

RES.711:1/25/99:as.

ORDINANCE NO. 1544

AN ORDINANCE OF THE CITY OF RENTON, WASHINGTON, GRANTING A FRANCHISE TO THE CITY OF SEATTLE, A MUNICIPAL CORPORATION, FOR THE ESTABLISHMENT, MAINTENANCE AND OPERATION OF A WATER SUPPLY LINE ON AND NEAR 132nd AVENUE S.E. WITHIN THE CITY OF RENTON, AND FIXING THE TERMS AND CONDITIONS OF SUCH GRANT.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF RENTON:

SECTION I: The right, privilege and franchise is hereby granted unto the City of Seattle, a municipal corporation, for a period of fifty (50) years from and after the date of acceptance by the City of Seattle of this ordinance, to construct, install, operate and maintain a water supply line, thirty-six (36) inches in diameter, in, upon, and along 132nd Avenue S. E., within the City of Renton, King County, Washington. The water supply line shall be located 17 feet west of the center line of 132nd Avenue S. E. and shall commence at the south line of S. E. 128th Street and continue northerly along 132nd Avenue S. E. to the present city limits, a total distance of 3314 feet, more or less.

SECTION II: The City of Seattle, as Grantee herein, shall have the right of reasonable ingress and egress to and from said water supply line for the purpose of repair, replacement and maintenance thereof but such right shall be subject to and consistent with the rights and regulations of the City of Renton and the rights of the public for use of said avenue or street. All necessary work required to be done by Grantee shall be completed with reasonable dispatch and with the least practicable interference with or inconvenience to the rights of the public and individuals.

Grantee shall restore all streets, alleys, sidewalks and public grounds, upon completion of any excavation, installation, repair or replacement, to their prior condition of safety, utility and type of construction. In case any obstruction caused by Grantee shall remain longer than five (5) days after notice to remove it, or in case of

neglect or failure by said Grantee to protect any dangerous places by proper guards, barricades or other precautions, the City may remove or protect them at the expense of said Grantee. Further, the City of Renton reserves the right at all times upon reasonable notice to the grantee, to excavate for, install, construct, maintain and operate, water, sewer and other utility lines and connections thereto, parallel to, across, or in proximity to the water supply line of Grantee, and the City of Renton may further require such changes or adjustments as may be deemed necessary by it from time to time.

Whenever it shall become necessary in grading or re-grading, paving or re-paving, improving or re-improving any highway, street, avenue or alley in said City of Renton, or in the building of any sidewalks or any improvements thereon, to remove any appurtenances or appliances located above, at or in proximity of the surface, except the water supply line, belonging to the Grantee, it shall, upon receiving reasonable notice from the City of Renton, move such appurtenances or appliances at its own cost and expense; and if said Grantee shall fail, neglect or refuse to remove such appurtenances or appliances, then same may be removed by the City of Renton at the expense of said Grantee. Whenever it may be necessary in making any of the improvements herein mentioned, or in the construction of any sewer or water-main, or in the laying down of any other duly authorized conduit owned or controlled by the City of Renton, to remove, re-locate or in any manner change any appurtenances or appliances belonging to said Grantee, it shall, within a reasonable time after receiving such notice from the City of Renton, remove, re-locate or change said appurtenances or appliances, and upon its failure or neglect to do so within a reasonable time, then such appurtenances or appliances may be removed, re-located or changed by the City of Renton at the expense of Grantee.

The City of Seattle, as Grantee, hereby agrees to comply with all applicable provisions of the Ordinances of the City of Renton as at any time in force, and with the laws and regulations of any

competent governmental agency having controlling jurisdiction, affecting the premises or the exercise of rights under this ordinance. If the Grantee shall at any time fail to promptly perform and comply with any duty or obligation herein imposed, then the City of Renton may, at its option, proceed to perform and execute same at the cost and expense of the Grantee and Grantee shall immediately become and remain liable unto the City of Renton for any and all such loss, expense, cost or damage.

Section III. Grantee further agrees to provide<sup>and install</sup>/at time of construction, 8-inch outlets in said water supply line, so same will be available for future connections to the City of Renton water system and to permit connections thereto; said outlets are to be located at intersections of said water supply line with the following thoroughfares: (a) Maple Valley Highway (also known as Primary State Highway No. 5); (b) Southeast 128th Street; (c) Sunset Highway (also known as Primary State Highway No. 2); and (d) agrees to provide such connections at other locations as Grantee and the City of Renton may agree on from time to time. Grantee further agrees to provide such tap connections for service to the City of Renton in the same manner and under the same conditions, as tap connections are provided to other customers supplied with water from said pipeline. Grantee agrees to furnish and sell water through such connections to the City of Renton when requested, at no more than the then established and prevailing rates charged to any other municipal users of water from said pipeline.

Section IV: Grantee further agrees to indemnify and save the City of Renton harmless from and against any and all damages, loss, expense, obligations, claims and demands, for injury to person or property or for any other alleged cause, which may be asserted against the City of Renton or sustained by it in any manner growing out of the construction, installation, repair, maintenance, use or operation of said water supply line; that in case any suit shall be instituted against the City of Renton, either independently or

jointly with the Grantee, for or upon any such matter indemnified against herein, the Grantee upon notice and request to it by the City of Renton shall defend the City of Renton against any such action.

Section V: This franchise is granted upon the express condition that Grantee within sixty (60) days after the adoption of this ordinance shall file with the City Clerk of the City of Renton its written acceptance thereof.

SECTION VI: This franchise is not exclusive and shall not preclude the City of Renton from granting franchises to other persons, companies or municipal corporations to use the said streets, avenues and other public thoroughfares or any part thereof covered by this franchise for the same purpose as herein authorized or for any other purpose authorized by law.

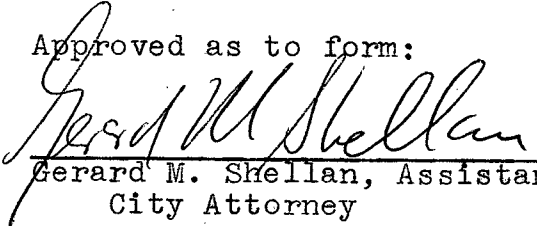
SECTION VII: This ordinance shall be in full force and effect after its passage, approval and legal publication as provided by law.

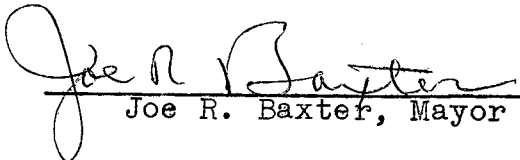
PASSED BY THE CITY COUNCIL OF THE CITY OF RENTON this 1st day of May, 1956.

  
Dorothea S. Gossett, Acting City Clerk

APPROVED BY THE MAYOR OF THE CITY OF RENTON this 1st day of May 1956.

Approved as to form:

  
Gerard M. Shellan, Assistant  
City Attorney

  
Joe R. Baxter, Mayor

Date of publication as a proposed Ordinance: March 22, 1956.  
Date of publication as Ordinance No. 1544: May 10, 1956.



ORDINANCE 119202

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AN ORDINANCE authorizing the Mayor and Director of Seattle Public Utilities to enter into agreements with the City of Renton that address: the sale of wholesale water by the City of Seattle to the City of Renton; the continued operation of Cedar River Pipeline Nos. 1, 2 and 3 within certain Renton street rights-of-way; the use by the City of Renton of certain portions of the City of Seattle's water transmission pipeline right-of-way for parking, park and other specified municipal purposes; and, the customer transfer of the Boeing Renton plant to the City of Renton, from its status as a direct service customer of the City of Seattle.

WHEREAS, the City of Seattle has been operating its Cedar River Pipeline nos. 1,2 and 3, within certain street rights-of-way in the City of Renton, under the terms of an expired franchise, and desires to enter into a new long term arrangement for the operation of the pipelines, and

WHEREAS, the City of Renton has a need to purchase wholesale water from the City of Seattle on both a routine basis and an emergency basis, and desires to enter into a written agreement for such purchases; and

WHEREAS, discussions among City of Seattle, City of Renton and Boeing representatives have concluded that it is appropriate that retail service to the Boeing Renton plant, located within the city limits of Renton, be assumed by the City of Renton; and

WHEREAS, the City of Renton has been allowed the use of certain portions of the City of Seattle's water transmission pipeline rights-of-way for utility and street purposes stemming from the expired franchise agreement, and Seattle agrees to such uses of its right-of-way; and

WHEREAS, the City of Renton is developing a municipal park adjacent to the Seattle right-of-way in downtown Renton and wishes to make use of Seattle owned land for parking and park purposes, and Seattle is willing to permit such use of its property; and

**NOW THEREFORE,**

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to sign an interlocal agreement with the City of Renton, substantially as contained in Attachment A to this ordinance, for the purposes of: Providing for the use of specific sections of Renton's rights-of-way for water transmission lines and appurtenances by Seattle; and providing for the use by Renton of certain real property owned by Seattle.

1           Section 2. The Mayor is hereby authorized to sign a water purveyor contract with  
2 the City of Renton, substantially as contained in Attachment B to this ordinance, providing  
3 for the sale of wholesale water by Seattle to Renton.

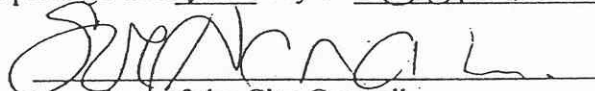
4           Section 3. The Director of Seattle Public Utilities is hereby authorized to sign Lease  
5 agreement No. 327-815 (18-23-5) SE) with the City of Renton, substantially as contained in  
6 Attachment C to this ordinance, for the use by Renton of "Leased Land" of 36,609 square  
7 feet for parking and park purposes.

8           Section 4. The Director of Seattle Public Utilities is hereby authorized to sign an agreement  
9 with the City of Renton, substantially as contained in Attachment D to this ordinance,  
10 providing for the transfer of retail water service to a Seattle customer, the Boeing Renton  
11 plant, to the City of Renton.


12           Section 5. Any acts consistent with this ordinance but prior to its effective date are hereby  
13 ratified and confirmed.

14           Section 6. This ordinance shall take effect and be in force thirty (30) days from and after its  
15 approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
16 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.  
17


18 Passed by the City Council the 19<sup>th</sup> day of October, 1998, and signed by me in  
19 open session in authentication of its passage this 19<sup>th</sup> day of October, 1998.

20   
21 \_\_\_\_\_  
22 President of the City Council

23 Approved by me this 20<sup>th</sup> day of October, 1998.

24   
25 \_\_\_\_\_  
26 Paul Schell, Mayor

27  
28 Filed by me this 22nd day of October, 1998.

29   
30 \_\_\_\_\_  
31 City Clerk  
32

(SEAL)



Appendix E  
WATER FACILITIES INVENTORY FORM (WFI)





# WATER FACILITIES INVENTORY (WFI) FORM

ONE FORM PER SYSTEM

RETURN TO: Central Services - WFI, PO Box 47822, Olympia, WA, 98504-7822

1. SYSTEM ID NO.	2. SYSTEM NAME	3. COUNTY	4. GROUP	5. TYPE
71850 L	RENTON CITY OF	KING	A	Comm
<b>6. PRIMARY CONTACT NAME &amp; MAILING ADDRESS</b>		<b>7. OWNER NAME &amp; MAILING ADDRESS</b>		
STEVEN (GEORGE) G. STAHL [MANAGER] 3555 NE 2ND ST RENTON, WA 98056		RENTON, WATER UTILITY ENGINEERING ABDOUL GAFOUR 1055 S GRADY WAY 5TH FLOOR RENTON, WA 98057		
<b>STREET ADDRESS IF DIFFERENT FROM ABOVE</b>		<b>STREET ADDRESS IF DIFFERENT FROM ABOVE</b>		
ATTN ADDRESS CITY                      STATE                      ZIP		ATTN ADDRESS CITY		
<b>9. 24 HOUR PRIMARY CONTACT INFORMATION</b>		<b>10. OWNER CONTACT INFORMATION</b>		
Primary Contact Daytime Phone: (425) 430-7400		Owner Daytime Phone: (425) 430-7210		
Primary Contact Mobile/Cell Phone: (425) 766-0863		Owner Mobile/Cell Phone: (206) 909-5441		
Primary Contact Evening Phone: (206)-335-2611		Owner Evening Phone: (253)-639-7566		
Fax: (425) 430-7426	E-mail: gstahl@rentonwa.gov	Fax: (425) 430-7241	E-mail: agafour@rentonwa.gov	
<b>11. SATELLITE MANAGEMENT AGENCY - SMA (check only one)</b>				
<input checked="" type="checkbox"/> Not applicable (Skip to #12) <input type="checkbox"/> Owned and Managed                      SMA NAME: _____ SMA Number: _____ <input type="checkbox"/> Managed Only <input type="checkbox"/> Owned Only				
<b>12. WATER SYSTEM CHARACTERISTICS (mark all that apply)</b>				
<input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Hospital/Clinic <input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial / Business <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> School <input checked="" type="checkbox"/> Day Care <input checked="" type="checkbox"/> Licensed Residential Facility <input type="checkbox"/> Temporary Farm Worker <input checked="" type="checkbox"/> Food Service/Food Permit <input checked="" type="checkbox"/> Lodging <input checked="" type="checkbox"/> Other (church, fire station, etc.): _____ <input checked="" type="checkbox"/> 1,000 or more person event for 2 or more days per year <input checked="" type="checkbox"/> Recreational / RV Park _____				
<b>13. WATER SYSTEM OWNERSHIP (mark only one)</b>				<b>14. STORAGE CAPACITY (gallons)</b>
<input type="checkbox"/> Association <input type="checkbox"/> County <input type="checkbox"/> Investor <input type="checkbox"/> Special District <input checked="" type="checkbox"/> City / Town <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> State				22,500,000

- SEE NEXT PAGE FOR A COMPLETE LIST OF SOURCES -



# WATER FACILITIES INVENTORY (WFI) FORM - Continued

<b>1. SYSTEM ID NO.</b> 71850 L	<b>2. SYSTEM NAME</b> RENTON CITY OF	<b>3. COUNTY</b> KING	<b>4. GROUP</b> A	<b>5. TYPE</b> Comm
------------------------------------	---	--------------------------	----------------------	------------------------

	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY! CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY! APPROVED CONNECTIONS
<b>25. SINGLE FAMILY RESIDENCES (How many of the following do you have?)</b>			Unspecified
A. Full Time Single Family Residences (Occupied 180 days or more per year)	13806		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
<b>26. MULTI-FAMILY RESIDENTIAL BUILDINGS (How many of the following do you have?)</b>			
A. Apartment Buildings, condos, duplexes, barracks, dorms	1534		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	14499		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
<b>27. NON-RESIDENTIAL CONNECTIONS (How many of the following do you have?)</b>			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0		
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	1207		
<b>28. TOTAL SERVICE CONNECTIONS</b>			

<b>29. FULL-TIME RESIDENTIAL POPULATION</b>
A. How many residents are served by this system 180 or more days per year? <u>68664</u>

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?	21000	20000	21000	20000	21000	20000	21000	21000	20000	21000	20000	21000
B. How many days per month is water accessible to the public?	31	28	31	30	31	30	31	31	30	31	30	31

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students daycare children and/or employees are present each month?	29000	29000	29000	29000	29000	29000	29000	29000	29000	29000	29000	29000
B. How many days per month are they present?	31	28	31	30	31	30	31	31	30	31	30	31

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
* Requirement is exception from WAC 246-290	100	100	100	100	100	100	100	100	100	100	100	100

<b>34. NITRATE SCHEDULE</b> (One Sample per source by time period)	QUARTERLY	ANNUALLY	ONCE EVERY 3 YEARS
---	-----------	----------	--------------------

**35. Reason for Submitting WFI:**

Update - Change    
  Update - No Change    
  Inactivate    
  Re-Activate    
  Name Change    
  New System    
  Other \_\_\_\_\_

**36. I certify that the information stated on this WFI form is correct to the best of my knowledge.**

SIGNATURE: Abdou Gafour     DATE: JANUARY 10, 2020  
 PRINT NAME: Abdou Gafour     TITLE: Water Utility Manager





# Appendix F

## SYSTEM MAP



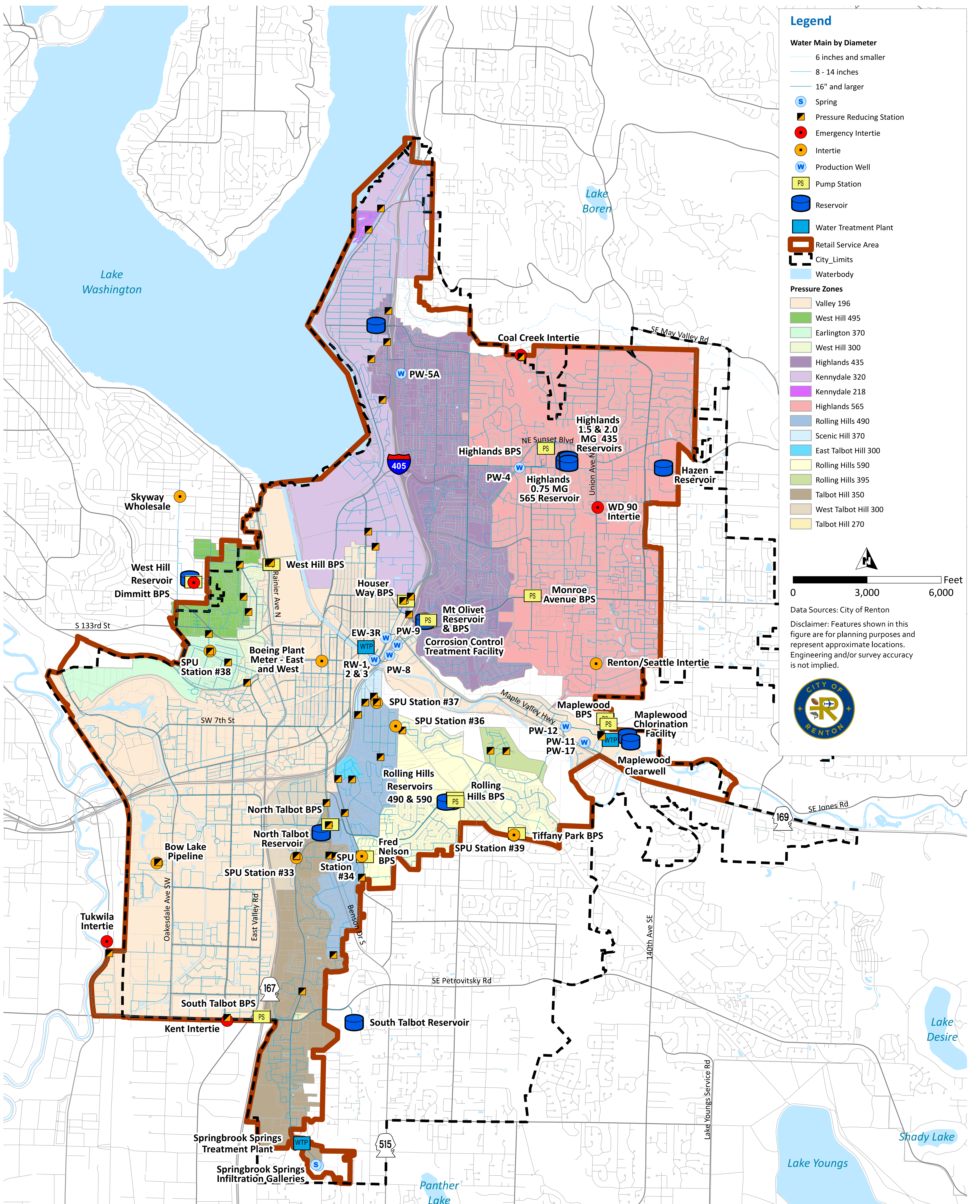


Figure 2.1 Water Facility Locations

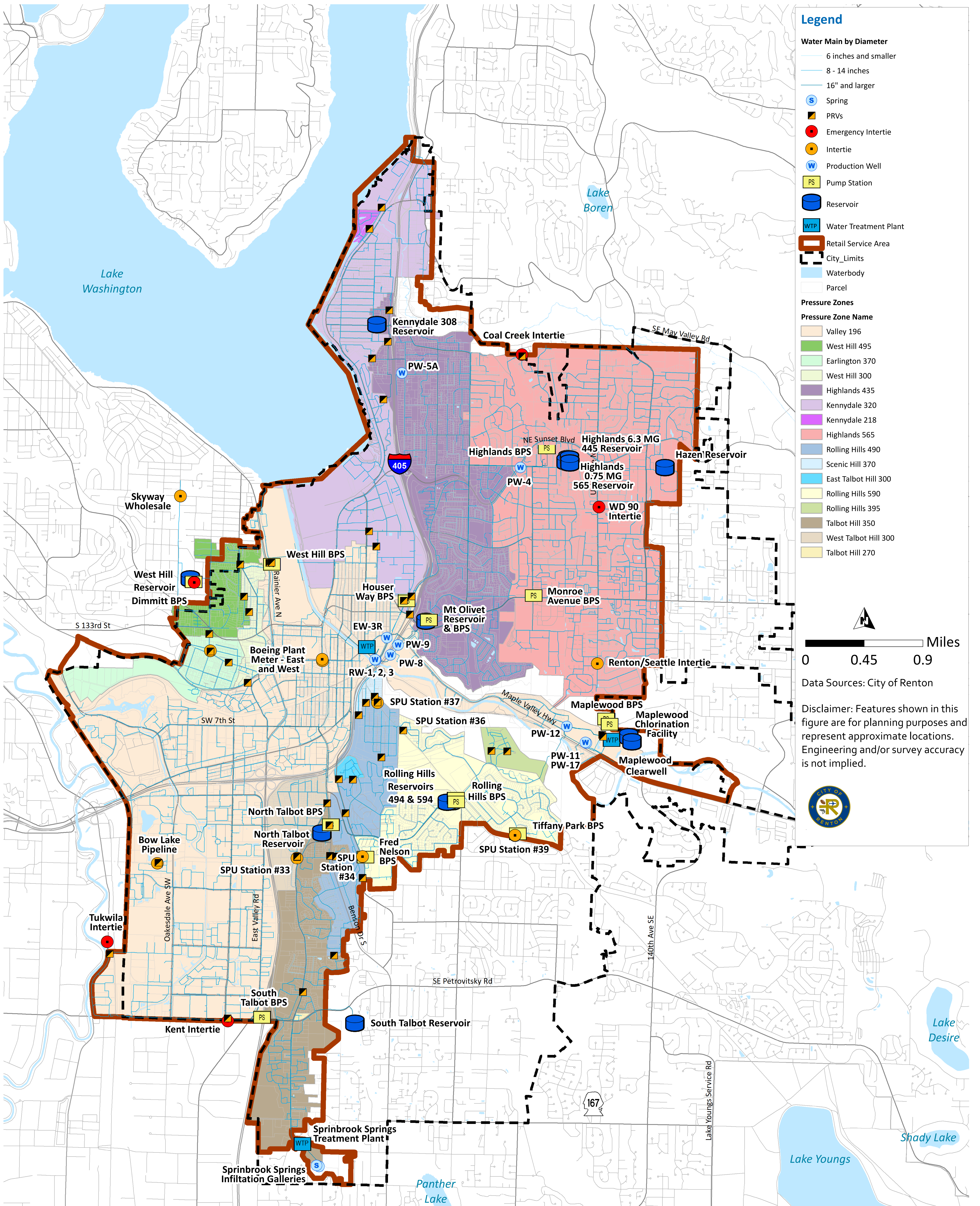


Figure 7.1 Water Facility Locations (System Analysis)

## Appendix G

# WATER LOSS CONTROL ACTION PLAN (WLCAP)





City of Renton  
Water System Plan Update

## APPENDIX G

# WATER LOSS CONTROL ACTION PLAN



## I. INTRODUCTION

The City of Renton (City) owns and operates a multi-source municipal water system including supply, treatment, storage, and distribution of potable water to residential, commercial, industrial, and wholesale customers. The City provides water service to an area of approximately 17.25 square miles and maintains more than 300 miles of pipe, 3,800 fire hydrants, and 18,000 water meters. Because of the inherent complexity of a large water system with aging infrastructure, the City has implemented a water loss control program to investigate and reduce the water lost throughout the distribution system.

The City has prepared this Water Loss Control Action Plan (WLCAP) in accordance with Washington Administrative Code (WAC) 246-290-820. This Plan supplements the City's 2019 Water System Plan and updates the 2008 WLCAP. This document summarizes the City's progress in minimizing distribution system leakage (DSL) and includes planned activities for further reducing water loss.

In 2018, the City's DSL was approximately 10.0 percent with a rolling 3-year average of 10.7 percent. If the 3-year average DSL is greater than 10 percent, the City must have a written water loss control plan. In addition to reducing water loss, the implementation of this plan may help reduce costs to the Water Utility. The City is committed to decreasing water loss and strives to reduce DSL to 10 percent or less (3-year average) by 2022.

## II. OVERVIEW OF WATER LOSS

Water loss in the distribution system can be attributed to a combination of *real* loss and *apparent* loss of water, both of which must be carefully assessed in order to create the most effective water loss reduction program.

According to the *Water Loss Control Manual*<sup>1</sup>, *real* loss involves the physical loss of water from the distribution system up to the point of customer metering. This includes leaks, breaks, and overflows which can be caused by a variety of reasons such as: pressure, corrosion, incorrect materials, weather, and poor maintenance. In *real* loss situations, the amount of leakage can be exacerbated by rate of flow and duration of the leak.

*Apparent* loss consists of unauthorized water use and all inaccuracies associated with customer and production metering. Examples of apparent loss include errors in water flow measurement, errors in water accounting, and unauthorized usage.

Problems associated with water loss can be both technical and financial in nature. The technical issue with water loss is that the customer does not receive all of the water supplied by the Utility. Financially, water loss is a problem because not all of the water reaching the end user is properly measured or paid for.

There are some water uses that the City does not bill for, such as water used during the draining and cleaning of City-owned water tanks and reservoirs. These unbilled water uses are known as *authorized consumption*. The combination of real losses, apparent losses, and authorized consumption is called *non-revenue water*.

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<sup>1</sup> Sources: Thornton, J. (2002). *Water Loss Control Manual*. New York: McGraw-Hill.

The City's WLCAP includes measures to reduce both real and apparent water loss, and also describes examples of the City's authorized consumption.

### **III. ONGOING ACTIVITIES**

#### **Leak Detection and Water Main Replacement**

The City began a proactive leak detection program in 1994. In 1999, the Water Maintenance Services Division purchased leak detection equipment, including the Subsurface Leak Correlator, and incorporated leak detection into the routine valve maintenance program. Water maintenance staff are assigned to check all of the valves within the City's distribution system on a regular schedule and as leaks are discovered they are repaired. The City continues to conduct acoustic leak detection on City water mains and repairs these leaks as needed.

In order to provide clear documentation for the Department of Health (DOH) and to facilitate communication with other City departments, the water maintenance staff has integrated specific reporting and evaluation guidelines. Leak detection testing location, date, time, name of personnel performing the test, and results of the test are recorded in the City's asset management system. Personnel using the leak detection equipment are trained through classes. Leak detection equipment goes in for maintenance services on a yearly basis.

#### **Corrosion Control to Reduce Leakage**

Corrosion control treatment was implemented in 1999 to comply with the Lead and Copper Rule. Water from the Downtown Wells and Springbrook Springs is treated with sodium hydroxide to raise the pH. In addition to complying with water quality regulations, raising the pH of the water also reduces the occurrence of leaks caused by the corrosion of piping.

#### **Hydrant Repairs and Replacements**

The City aims to reduce water loss caused by deteriorating or malfunctioning fire hydrants. Hydrants with damaged rubber seat rings or imbedded rocks are especially at risk of non-revenue water loss. The City repairs or replaces hydrants showing signs of deterioration during routine inspections or in response to calls about visible hydrant leaks. The City will also repair or replace hydrants that are found to be leaking during acoustic testing.

#### **Continuous Consumption Customer Notification**

High rates of water use during "off-hours" may be a sign of unintentional continuous consumption. The City has developed a program to identify and educate customers about this water usage.

When a water meter shows signs of excessive continuous consumption, the City is alerted by the Advanced Metering Infrastructure (AMI) system and water maintenance staff will physically check the meter. If the meter is working correctly yet still showing continuous consumption, water maintenance staff will provide the resident with recommendations to fix the issue by using a door hanger or sending an email.

#### **Location of Unauthorized Connections**

The City aims to reduce unauthorized water usage. If a City employee notices suspicious alteration of a water meter during normal Water Utility site visits, the potential unauthorized use will be reported, assessed, and fixed. The City also responds to reports of suspicious connections received from residents. Additionally, each

AMI meter contains a tamper detection alarm. If a resident attempts to alter a water meter, an alarm is triggered, sending an alert to the Water Utility. The City can then investigate the cause of the alarm and assess whether any repairs to the water meter are necessary.

### **Storage Facility Overflow Protection**

By utilizing alarms and overflow pipes, the City protects against water loss caused by the overflowing of water storage facilities. When the water level reaches storage capacity, a sensor is triggered, resulting in the shut off of inflow pumps. The excessive water level also triggers a “high level alarm,” which travels through both radio and fiber systems in order to ensure that the alarm signal is received by Water Maintenance Services. For each alarm triggered, water maintenance staff will respond by conducting a field inspection to locate and fix any issues.

If the water rises above the trigger point and the shutoff of the inflow pump fails, an outlet located above the sensor allows for excess water to exit the storage facility through an overflow pipe. Overflow pipes carry extra water into the closest suitable facility.

### **Visible Reported Leakage**

The City currently records, assesses, and investigates all reports of leaks. During normal business hours, residents can report visual evidence of leaks in the form of a phone call or email sent directly to the Water Maintenance Services. After hours, residents may call the Renton Police Department’s non-emergency number to report leakage. Electronic requests to Water Maintenance Services can be sent through the City website at:

[https://rentonwa.gov/city\\_hall/public\\_works/maintenance/maintenance\\_service\\_request\\_form](https://rentonwa.gov/city_hall/public_works/maintenance/maintenance_service_request_form)

### **Production Meters**

All of the City’s sources of supply are metered via production meters. This includes all of the City-owned production wells, Springbrook Springs, interties with adjacent districts, and water purchased from other water systems.

### **Consumption Meters**

The City provides water service metering for all customers. Consumption meters are categorized as large water meters (3-inches or larger) and small water meters (2-inches and smaller). All large meters are tested and repaired (as-needed) on an annual basis. Small meters are repaired and replaced on an as-needed basis.

### **Advanced Metering Infrastructure System**

The City finished the deployment of an AMI system in 2015, which involved installing radio transmitters in all retail water meters within the service area. Before the AMI deployment, the City suspected that much of its non-revenue water resulted from incorrect meter reads, or meters that were stuck or calibrated incorrectly. Having the AMI system improves the accuracy and efficiency of meter reading; improves the comparison of production to consumption; and better detects stuck meters, meter tampering, and water theft. Another benefit of the AMI system is that it provides more time for operations and maintenance staff to perform maintenance on meters on a more regular schedule; thus contributing to the lowering of DSL.

### **Fixing and Replacing Inaccurate Meters**

As part of the WLCAP implementation, the City has been more aggressive in finding and fixing stuck registers. Registers that have been stuck for an extended period of time can result in the gathering of inaccurate customer water consumption data.

Since the deployment of the AMI system, many old positive displacement-type meters with degrading accuracy have been replaced with magnetic meters, which are more accurate across their entire flow range. In the process of AMI system deployment, the City also discovered many large meters that had registers programmed to read at the wrong resolution, therefore under-registering by a factor of 10. These meters were adjusted so that all of the water consumed through them is properly accounted for.

### **Utility Billing**

The City upgraded to the current billing system in 2018. This system streamlined the process of setting up Water Utility service accounts, allowing for more accurate consumption billing and history records. Interacting programs allow Utility Billing to provide the Water Utility with reports that help to detect meter issues and leaks. Utility Billing also relies on the AMI system and electronically transmitted meter reads to increase meter reading for better billing accuracy.

An audit of the utility billing process has been ongoing for several years to verify the accuracy of the system's information recording and reporting. In the past, this audit has helped to identify stuck meters and registers that are programmed at the wrong resolution. Auditing the system will likely be an ongoing process, coordinated between Utility Billing, Water Utility engineering, and the permitting system.

### **Mapping of Leak Repair Locations**

The City currently records main breaks and leaks and maps their locations using GIS. This practice aids in prioritization of main replacement projects, thereby contributing to the most efficient allocation of resources for minimizing DSL.

## **IV. ESTIMATED AUTHORIZED USES**

The following are authorized metered and unmetered water uses that must be subtracted from water produced along with customer consumption to determine the DSL. For each of the estimated authorized uses there is also a description of how the City is currently estimating this usage. Authorized Consumption is defined by WAC 246-290-820 and WAC 246-290-010.

### **Water Main Flushing**

Water maintenance staff use hydrant meters to measure water discharged during flushing activities. This consumption is documented within the Billing System with other authorized water uses.

### **Intertie Water Usage**

The water system contains 15 metered interties with neighboring water utility districts, including both one-way and two-way connections. These interties are used to supplement water during emergency situations and need to be flushed periodically to ensure high water quality. Water usage during flushing, or other operational testing events, is accounted for by the individual district and the City is notified of the amount of water used in an annual report.

See Table 2.3 in Chapter 2 of the 2019 Water System Plan Update for additional information including location and flow rate for each intertie.

### **Water Quality Analyzer Flow**

The City continuously measures the pH and free chlorine residual of treated water to ensure high water quality, which requires continually flowing water from a sample tap. The analyzer data is recorded by supervisory control and data acquisition (SCADA) and the results are stored in the SCADA System History database.

### **City Maintenance Trucks**

There are 10 City-owned vehicles that use water for maintenance purposes: three storm vector trucks, two sewer vector trucks, one water vector truck, two street sweepers, one street maintenance trailer, and one street flusher truck. Each of these maintenance trucks has a permanent, built-in meter. Currently, the water used by these maintenance vehicles is reported monthly and provided to Utility Billing for tracking.

### **Draining and Cleaning of Water Tanks and Reservoirs**

The City currently records the amount of water used in the draining and cleaning of City-owned water tanks and reservoirs.

### **Regional Firefighting Training Center (Fire Station 14)**

Fire Station 14, located within Renton's water service area, is used as a training facility by approximately nine different fire agencies. Significant amounts of water may be used during training activities and is considered an authorized use by the City.

In 2018, the City installed a new in-line meter to account for water used during firefighting training activities from four hydrants at the facility. The remaining two unmetered hydrants are tagged to indicate that they may be used for emergency purposes only. For further information on metering water use for non-training firefighting activities, see *Planned Activities for Further Reducing Distribution System Losses*.

### **King County South Plant**

In 2019, the City installed two meters at the King County South Plant on the fire loop. There are 26 fire hydrants located around the site's clarifiers and sedimentation basins, which have the potential to use substantial amounts of water.

## **V. DISTRIBUTION SYSTEM LEAKAGE CALCULATIONS**

Table 1 presents the calculation for the DSL. Included in the table is the past 3 years (2016 through 2018) of water production, purchased water, customer consumption, and estimated authorized consumption. The City began tracking authorized consumption in 2011.

Table 2 displays the City's annual recorded DSL for the past 10 years. Significant improvement has been achieved since the inception of the WLCAP in 2008. In 2012 and 2013, the City achieved its goal of limiting DSL to under 10 percent, however DSL returned to above 10 percent from 2014 to 2017. The City needs to continue to lower its DSL in order to achieve the DSL standard of a rolling 3-year average of 10 percent or less.

**Table 1**  
**Distribution System Leakage Calculation**  
**(3-Year Average for 2016 – 2018)**

	2016	2017	2018
<b>PRODUCTION</b>			
Water Production	2,551	2,611	2,636
Water Purchased	<u>32</u>	<u>42</u>	<u>43</u>
<b>Total Produced and Purchased</b>	<b>2,583 MG</b>	<b>2,653 MG</b>	<b>2,679 MG</b>
<b>CONSUMPTION</b>			
Metered Customer Consumption	2,200	2,280	2,320
Water Sold to Other Utilities	66	74	77
Estimated Authorized Uses	<u>17</u>	<u>20</u>	<u>14</u>
<b>Total Authorized Consumption</b>	<b>2,283 MG</b>	<b>2,374 MG</b>	<b>2,411 MG</b>
<b>DISTRIBUTION SYSTEM LEAKAGE</b>			
DSL Volume	301 MG	280 MG	268 MG
DSL Percentage	11.6 %	10.5 %	10.0 %
DSL Rolling 3-Year Average			<b>10.7%</b>

**Table 2**  
**Distribution System Leakage Trend**

Year	Volume (MG)	Percent	Rolling 3-Year Average Percent
2009	473	17.1	18.3
2010	348	14.1	16.7
2011	312	12.5	14.6
2012	185	7.7	11.4
2013	212	8.7	9.6
2014	298	11.9	9.4
2015	341	12.8	11.1
2016	301	11.6	12.1
2017	280	10.5	11.6
2018	268	10.0	10.7

## **VI. PLANNED ACTIVITIES FOR FURTHER REDUCING DISTRIBUTION SYSTEM LOSS**

The City will continue to implement its Ongoing Activities, stated above, as part of the WLCAP. In order to further minimize DSL within the City's system, several additional actions or areas of focus have been identified. In order of priority, these include:

1. Calculate DSL on a Quarterly Basis
2. Develop Active Pipe and Leakage Testing Program
3. Develop Hydrant Replacement Program
4. Metering for Non-Training Firefighting Activities
5. Develop Meter Repair Program
6. Complete Transition to CityWorks for Recording Main Break and Leak Locations
7. Complete Transition to CityWorks for Recording Water Tank and Reservoir Cleaning
8. Sensus FlexNet Technology Integration

Each of these activities is described in greater detail below, including the reason for selecting each activity.

### **1. Calculate DSL on a Quarterly Basis**

The City currently calculates DSL on a yearly basis for annual report requirements. It is recommended that the City increase the calculation rate to every 3 months. This increase in reporting will assist the City in understanding water loss trends so that efforts to reduce DSL can be improved.

### **2. Develop Active Pipe and Leakage Testing Program**

Leaking pipes within the distribution system can lead to higher DSL. It is recommended that the City identifies and fixes leaking pipes by comparing water use in each zone and performing leakage location testing with a listening device.

At least once every 10 years, each pressure zone should be analyzed for extraneous water usage to locate specific areas of pipe leakage. Testing should occur during a time when households are using little water, such as in the middle of the night. Each zone's usage will be compared to identify which zones need further investigation. After the zones of highest off-peak consumption are reported, it is recommended that a consultant with a listening device investigate the potential sources of leaks along the City's distribution pipes. The hiring of a leak detection team is recommended, as it is more economically feasible than purchasing the new equipment and providing in-house training on using the new equipment. Pipes found to be leaking during the investigation can be fixed or replaced to prevent further water loss.

### **3. Develop Hydrant Replacement Program**

Leaking fire hydrants may be a large contributor to the City's water loss. Hydrants with aging rubber seal rings or imbedded rocks are particularly at risk of non-revenue water loss through leakage. These leaks can be investigated using a listening device. The hiring of a leak detection team is recommended, as it is more economically feasible than purchasing the listening device and training in-house detectors.

Active testing would allow the City to better understand which hydrants are leaking, when visual evidence is lacking. The City could then develop an annual hydrant replacement program. Currently,

hydrants are checked for deteriorating or ineffective parts only during routine inspections or when notified of a leak.

#### **4. Metering for Non-Training Firefighting Activities**

The City does not currently have a way to estimate the amount of water used for non-training firefighting activities. These uses can significantly contribute to DSL and therefore should be recorded. To help with accounting for this water loss, it is recommended that City water maintenance and engineering staff discuss with the fire department about the estimation and reporting of non-training firefighting activities. This would require fire department personnel to record information following each event and submit monthly reports to the City's water maintenance and engineering staff. Each report would include the duration of firefighting activities and number of hydrants used so that an approximate flow can be calculated.

#### **5. Develop Meter Repair Program**

As water meters are continually operated over time, usage readings may become less accurate. Unreliable reporting of water usage, especially with meters that analyze large amounts of water, can lead to an incorrect DSL calculation. It is recommended that large water meters be regularly tested for performance to verify that all water passing by the meter is accounted for. Large, heavily-used meters may need to be tested and/or repaired as often as once per year.

#### **6. Complete Transition to CityWorks for Recording Main Break and Leak Locations**

The City currently records water main break and leak repairs and maps their locations using GIS. It is recommended that the City fully transition to CityWorks in order to more accurately record these potential sources of DSL. CityWorks is a data management system that can efficiently integrate information about main break and leak locations with GIS for improved utility mapping and reporting.

#### **7. Complete Transition to CityWorks for Recording Water Tank and Reservoir Cleaning**

Water used during the cleaning of the City's water storage facilities is currently recorded, however it is recommended that the City fully transition to using CityWorks for improved documentation and integration with GIS.

#### **8. Sensus FlexNet Technology Integration**

The City's AMI system is currently provided by Sensus FlexNet technology. FlexNet systems can give water utilities portable acoustic leak detection capability. For further water loss control, it is recommended that the City integrate FlexNet acoustic leak detection technology into the leak detection program.

## **VII. SCHEDULE AND BUDGET FOR ACHIEVING DSL STANDARD**

The City's goal is to maintain DSL at or below 10 percent annually and achieve a rolling 3-year average DSL at or below 10 percent to comply with regulation standards by the end of 2022.

Table 3 identifies the planned schedule for implementation of each of the water loss control activities. Implementation of some of the activities, such as mapping of leak repair locations, require less effort and will likely be more easily implemented. Other activities may be more challenging to implement and therefore



take longer due to budgetary and/or staff limitations. This is discussed more fully in the last section of this document.

Table 4 presents the budget for the planned activities. Most of the activities do not have a budgetary cost associated with them, but in most cases staff time will be required to implement.

**Table 3. Schedule for Implementation of Planned Water Loss Control Activities**

<b>Activity</b>	<b>Planned Schedule</b>
Audit of City’s Utility Billing System	Ongoing
Calculate DSL on a Quarterly Basis	Beginning January 2020
Metering	
Estimates of Water Use During Firefighting Activities (not at the training facility)	Beginning January 2021
Annual Hydrant Replacement Program and Feasibility Study	Beginning January 2021
Sensus FlexNet Technology Integration	Beginning January 2020
Complete transition to CityWorks for Mapping of Leak and Break Repair Locations	By December 2021
Complete transition to CityWorks for Recording Water Tank and Reservoir Cleaning	By December 2021

**Table 4. Budget for Planned Water Loss Control Activities**

<b>Activity</b>	<b>Estimated Cost</b>
Audit of City’s Utility Billing System	No Cost (if done in-house)
Calculate DSL on a Quarterly Basis	No Cost
Metering	
Estimates of Water Use During Firefighting Activities (not at the training facility)	No Cost
Annual Hydrant Replacement Program and Feasibility Study	No Cost (if done in-house)
Sensus FlexNet Technology Integration	No Cost
Complete transition to CityWorks for Mapping of Leak and Break Repair Locations	No Cost
Complete transition to CityWorks for Recording Water Tank and Reservoir Cleaning	No Cost

## **VIII.POTENTIAL ISSUES IN IMPLEMENTATION OF WATER LOSS CONTROL**

Issues may arise that could delay implementation of the activities identified in this WLCAP.

### **Budget**

The City will continue to budget the resources necessary for these water loss control projects within the Public Works budget. When additional projects arise that require a large budgeting effort, the City will work to properly address budget planning requirements.

**Staff Availability**

The implementation of leak repair location mapping will likely continue to be most strongly impacted by staff availability.

**Interorganizational and Outside District Coordination**

The Water Utility will continue to coordinate between City departments and outside districts in order to estimate firefighting activities and conduct the Billing System audit. However, additional coordination efforts often result in a longer implementation schedule and other issues.

Additionally, the City will continue to provide and exchange clear documentation between Water Utility Engineering, Water Maintenance Services, and Utility Billing in order to reliably estimate water losses. The importance of clear documentation is essential for calculating authorized uses that can be subtracted from the total distribution system losses.



Appendix H  
DETAILED DEMAND PROJECTION







Table F3.A ADD Projections - Low (gpd)

	Pressure Zone	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>City-Wide (mgd)</b>		7.0	7.1	7.3	7.4	7.5	7.6	7.8	7.8	7.9	7.9	8.0	8.1	8.1	8.2	8.3	8.3	8.4	8.5	8.6	8.7	8.9
<b>City-Wide</b>		7,034,245	7,146,935	7,262,266	7,380,321	7,501,189	7,624,961	7,751,734	7,816,072	7,881,447	7,947,891	8,015,436	8,084,115	8,147,818	8,212,478	8,278,121	8,344,773	8,412,464	8,519,742	8,629,726	8,742,522	8,858,244
Single Family Residential		2,161,136	2,197,264	2,234,189	2,271,929	2,310,504	2,349,935	2,390,242	2,410,926	2,431,813	2,452,908	2,474,211	2,495,724	2,508,766	2,521,877	2,535,058	2,548,310	2,561,632	2,582,115	2,602,785	2,623,645	2,644,695
Multi-Family Residential		1,517,844	1,542,216	1,567,124	1,592,581	1,618,601	1,645,196	1,672,380	1,683,639	1,694,993	1,706,443	1,717,991	1,729,636	1,738,827	1,748,068	1,757,359	1,766,701	1,776,093	1,786,989	1,797,976	1,809,055	1,820,227
Commercial		939,225	957,024	975,295	994,062	1,013,347	1,033,178	1,053,583	1,063,469	1,073,596	1,083,973	1,094,609	1,105,515	1,119,815	1,134,413	1,149,317	1,164,537	1,180,082	1,209,360	1,239,624	1,270,917	1,303,287
Industrial		162,118	165,293	168,545	171,876	175,288	178,783	182,364	183,688	185,032	186,395	187,778	189,182	191,837	194,558	197,349	200,211	203,147	206,964	210,852	214,813	218,849
Government		79,877	81,384	82,926	84,502	86,115	87,765	89,452	90,405	91,381	92,381	93,406	94,456	95,783	97,137	98,521	99,935	101,379	104,254	107,239	110,339	113,559
Irrigation		770,385	785,430	800,878	816,746	833,051	849,811	867,047	877,935	889,138	900,667	912,537	924,761	938,551	952,652	967,074	981,826	996,919	1,022,391	1,048,789	1,076,154	1,104,532
Lrg Cons		608,791	610,720	612,673	614,649	616,649	618,672	620,720	622,793	624,891	627,013	629,161	631,335	633,535	635,762	638,015	640,295	642,603	644,938	647,301	649,693	652,113
DSL & Auth Use		794,870	807,604	820,636	833,976	847,634	861,621	875,946	883,216	890,604	898,112	905,744	913,505	920,703	928,010	935,428	942,959	950,608	962,731	975,159	987,905	1,000,982
<b>ADD ERU Value</b>		153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153	153
<b>Climate Change</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>VLY196</b>																						
Single Family Residential	VLY196	158,479	161,380	164,334	167,342	170,405	173,524	176,700	177,283	177,868	178,454	179,043	179,634	180,451	181,272	182,096	182,925	183,757	184,199	184,642	185,086	185,531
Multi-Family Residential	VLY196	286,437	291,680	297,019	302,455	307,991	313,628	319,369	320,423	321,480	322,540	323,604	324,672	326,148	327,632	329,123	330,620	332,124	332,922	333,723	334,526	335,330
Commercial	VLY196	605,681	615,047	624,559	634,217	644,025	653,985	664,098	666,611	669,133	671,664	674,205	676,755	682,048	687,382	692,757	698,175	703,635	716,597	729,797	743,240	756,931
Industrial	VLY196	135,716	137,815	139,946	142,110	144,308	146,539	148,806	149,369	149,934	150,501	151,070	151,642	152,828	154,023	155,227	156,441	157,665	160,569	163,527	166,539	169,607
Government	VLY196	38,210	38,801	39,401	40,010	40,629	41,257	41,895	42,054	42,213	42,373	42,533	42,694	43,028	43,364	43,703	44,045	44,390	45,207	46,040	46,888	47,752
Irrigation	VLY196	313,404	318,251	323,173	328,171	333,246	338,399	343,632	344,932	346,237	347,547	348,862	350,182	352,920	355,680	358,462	361,265	364,090	370,797	377,627	384,584	391,668
Lrg Cons	VLY196	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000	377,000
DSL & Auth Use	VLY196	243,954	247,144	250,387	253,684	257,034	260,439	263,900	264,686	265,475	266,267	267,062	267,859	269,368	270,888	272,419	273,961	275,514	278,651	281,845	285,094	288,401
<b>WH300</b>																						
Single Family Residential	WH300	27,066	27,195	27,325	27,455	27,586	27,717	27,849	28,064	28,281	28,499	28,719	28,940	29,064	29,188	29,313	29,438	29,564	29,849	30,138	30,428	30,722
Multi-Family Residential	WH300	33,018	33,175	33,333	33,492	33,651	33,812	33,973	34,235	34,499	34,765	35,034	35,304	35,455	35,606	35,758	35,911	36,065	36,413	36,764	37,119	37,477
Commercial	WH300	9,417	9,429	9,442	9,455	9,468	9,481	9,494	9,501	9,508	9,515	9,522	9,528	9,597	9,667	9,736	9,807	9,878	10,648	11,479	12,374	13,339
Industrial	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Irrigation	WH300	1,229	1,231	1,232	1,234	1,236	1,237	1,239	1,240	1,241	1,242	1,243	1,243	1,252	1,261	1,271	1,280	1,289	1,390	1,498	1,615	1,741
Lrg Cons	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DSL & Auth Use	WH300	9,011	9,049	9,087	9,126	9,165	9,204	9,243	9,305	9,367	9,430	9,493	9,557	9,602	9,647	9,692	9,738	9,783	9,975	10,176	10,387	10,609
<b>WH495</b>																						
Single Family Residential	WH495	63,251	63,601	63,953	64,307	64,663	65,021	65,380	66,021	66,669	67,323	67,983	68,649	68,827	69,005	69,183	69,362	69,541	70,183	70,831	71,484	72,144
Multi-Family Residential	WH495	396	398	400	403	405	407	409	413	417	422	426	430	431	432	433	434	435	439	443	448	452
Commercial	WH495	1,024	1,121	1,227	1,344	1,472	1,612	1,765	1,886	2,016	2,155	2,303	2,461	2,564	2,671	2,782	2,898	3,019	3,019	3,019	3,019	3,019
Industrial	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Irrigation	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lrg Cons	WH495	160,791	162,720	164,673	166,649	168,649	170,672	172,720	174,793	176,891	179,013	181,161	183,335	185,535	187,762	190,015	192,295	194,603	196,938	199,301	201,693	204,113
DSL & Auth Use	WH495	28,723	29,026	29,333	29,645	29,962	30,283	30,610	30,972	31,338	31,710	32,088	32,470	32,786	33,106	33,430	33,758	34,091	34,471	34,855	35,243	35,636
<b>WTH300</b>																						
Single Family Residential	WTH300	51,778	51,994	52,211	52,429	52,648	52,868	53,089	53,905	54,733	55,574	56,428	57,295	57,497	57,699	57,903	58,106	58,311	59,074	59,847	60,630	61,423
Multi-Family Residential	WTH300	1,086	1,091	1,095	1,100	1,104	1,109	1,114	1,131	1,148	1,166	1,184	1,202	1,206	1,210	1,215	1,219	1,223	1,239	1,255	1,272	1,288
Commercial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Industrial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Irrigation	WTH300	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226
Lrg Cons	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DSL & Auth Use	WTH300	6,891	6,919	6,947	6,976	7,004	7,033	7,061	7,167	7,275	7,385	7,496	7,608	7,635	7,661	7,687	7,714	7,741	7,840	7,940	8,042	8,145







Table F3.B ADD Projections - Med

Pressure Zone	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
<b>City-Wide (mgd)</b>	7.7	7.9	8.0	8.2	8.3	8.5	8.6	8.7	8.8	8.8	8.9	9.0	9.1	9.2	9.2	9.3	9.4	9.5	9.6	9.7	9.8	
<b>City-Wide</b>	7,718,694	7,894,600	8,031,694	8,172,414	8,316,891	8,465,259	8,617,662	8,687,133	8,755,892	8,825,787	8,896,851	9,019,042	9,086,264	9,154,505	9,223,793	9,294,155	9,365,623	9,480,525	9,598,362	9,719,252	9,843,320	
<b>Single Family Residential</b>	2,264,626	2,316,636	2,355,567	2,395,357	2,436,028	2,477,601	2,520,098	2,541,905	2,563,928	2,586,168	2,608,628	2,647,639	2,661,474	2,675,383	2,689,366	2,703,425	2,717,558	2,739,288	2,761,216	2,783,346	2,805,677	
<b>Multi-Family Residential</b>	1,590,529	1,626,001	1,652,262	1,679,102	1,706,535	1,734,575	1,763,236	1,775,107	1,787,078	1,799,150	1,811,325	1,834,918	1,844,669	1,854,473	1,864,329	1,874,240	1,884,204	1,895,763	1,907,419	1,919,172	1,931,023	
<b>Commercial</b>	984,202	1,009,017	1,028,281	1,048,067	1,068,400	1,089,308	1,110,821	1,121,245	1,131,922	1,142,862	1,154,076	1,172,807	1,187,978	1,203,465	1,219,276	1,235,422	1,251,913	1,282,974	1,315,079	1,348,278	1,382,618	
<b>Industrial</b>	169,881	174,273	177,702	181,213	184,811	188,496	192,272	193,668	195,084	196,521	197,980	200,698	203,514	206,401	209,362	212,398	215,513	219,561	223,686	227,889	232,171	
<b>Government</b>	83,702	85,806	87,431	89,093	90,793	92,533	94,312	95,317	96,346	97,400	98,480	100,206	101,613	103,050	104,518	106,018	107,550	110,600	113,767	117,055	120,471	
<b>Irrigation</b>	807,276	828,100	844,387	861,117	878,308	895,979	914,151	925,631	937,442	949,598	962,112	981,051	995,681	1,010,640	1,025,939	1,041,589	1,057,601	1,084,624	1,112,629	1,141,660	1,171,765	
<b>Lrg Cons</b>	714,705	725,840	737,532	749,809	762,699	776,234	790,446	792,000	792,000	792,000	792,000	792,000	792,000	792,000	792,000	792,000	792,000	792,000	792,000	792,000	792,000	
<b>DSL &amp; Auth Use</b>	1,103,773	1,128,928	1,148,532	1,168,655	1,189,315	1,210,532	1,232,326	1,242,260	1,252,093	1,262,087	1,272,250	1,289,723	1,299,336	1,309,094	1,319,002	1,329,064	1,339,284	1,355,715	1,372,566	1,389,853	1,407,595	
<b>ADD ERU Value</b>	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	
<b>Climate Change</b>	0.002	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.014	0.014	0.014	0.014	0.014	0.014	0.014	0.014	0.014	0.014	
<b>VL196</b>																						
Single Family Residential	VL196	166,068	170,147	173,262	176,433	179,662	182,951	186,299	186,914	187,531	188,149	188,770	190,568	191,435	192,306	193,180	194,059	194,942	195,811	196,681	196,552	196,824
Multi-Family Residential	VL196	300,154	307,526	313,155	318,887	324,723	330,667	336,720	337,830	338,945	340,063	341,185	344,434	346,001	347,575	349,156	350,744	352,340	353,937	354,534	354,888	355,741
Commercial	VL196	634,685	648,461	658,489	668,673	679,013	689,514	700,177	702,826	705,485	708,154	710,833	717,949	723,564	729,223	734,925	740,673	746,465	760,216	774,219	788,481	803,006
Industrial	VL196	142,215	145,302	147,549	149,831	152,148	154,501	156,890	157,483	158,079	158,677	159,277	160,872	162,130	163,398	164,676	165,964	167,262	170,343	173,481	176,676	179,931
Government	VL196	40,400	40,909	41,542	42,184	42,836	43,499	44,171	44,339	44,506	44,675	44,844	45,293	45,647	46,004	46,364	46,726	47,092	47,959	48,842	49,742	50,658
Irrigation	VL196	328,412	335,541	340,730	345,999	351,350	356,783	362,301	363,672	365,047	366,428	367,815	371,497	374,402	377,330	380,281	383,255	386,252	393,367	400,614	407,993	415,509
Lrg Cons	VL196	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000	392,000
<b>DSL &amp; Auth Use</b>	VL196	334,319	340,378	344,856	349,408	354,035	358,737	363,517	364,602	365,692	366,785	367,883	370,868	372,965	375,076	377,203	379,346	381,503	385,864	390,300	394,816	399,410
<b>WH300</b>																						
Single Family Residential	WH300	28,362	28,673	28,809	28,947	29,085	29,223	29,362	29,589	29,817	30,047	30,279	30,702	30,833	30,965	31,097	31,230	31,364	31,666	31,972	32,281	32,592
Multi-Family Residential	WH300	34,599	34,977	35,144	35,311	35,480	35,649	35,819	36,095	36,373	36,654	36,937	37,453	37,613	37,774	37,935	38,097	38,260	38,629	39,002	39,379	39,759
Commercial	WH300	9,868	9,942	9,955	9,969	9,982	9,996	10,009	10,017	10,024	10,031	10,039	10,108	10,181	10,255	10,329	10,404	10,479	11,296	12,177	13,127	14,151
Industrial	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Irrigation	WH300	1,288	1,297	1,299	1,301	1,303	1,304	1,306	1,307	1,308	1,309	1,310	1,319	1,329	1,338	1,348	1,358	1,367	1,474	1,589	1,713	1,847
Lrg Cons	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>DSL &amp; Auth Use</b>	WH300	12,367	12,496	12,549	12,603	12,656	12,710	12,764	12,850	12,936	13,022	13,109	13,279	13,342	13,404	13,467	13,531	13,594	13,860	14,140	14,433	14,742
<b>WH495</b>																						
Single Family Residential	WH495	66,280	67,057	67,428	67,801	68,176	68,553	68,932	69,608	70,291	70,980	71,676	72,828	73,016	73,205	73,394	73,584	73,774	74,455	75,142	75,836	76,535
Multi-Family Residential	WH495	415	420	422	425	427	429	432	436	440	444	449	456	457	458	460	461	462	466	470	475	479
Commercial	WH495	1,073	1,182	1,294	1,417	1,552	1,699	1,861	1,989	2,126	2,272	2,428	2,611	2,720	2,833	2,951	3,074	3,202	3,202	3,202	3,202	3,202
Industrial	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Irrigation	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lrg Cons	WH495	222,705	233,840	245,532	257,809	270,699	284,234	298,446	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
<b>DSL &amp; Auth Use</b>	WH495	48,469	50,475	52,507	54,639	56,875	59,222	61,684	62,078	62,215	62,355	62,498	62,722	62,772	62,823	62,874	62,926	62,980	63,094	63,209	63,326	63,443
<b>WTH300</b>																						
Single Family Residential	WTH300	54,258	54,819	55,048	55,278	55,509	55,740	55,973	56,833	57,707	58,593	59,494	60,783	60,997	61,212	61,427	61,643	61,860	62,670	63,490	64,321	65,162
Multi-Family Residential	WTH300	1,138	1,150	1,155	1,160	1,164	1,169	1,174	1,192	1,210	1,229	1,248	1,275	1,280	1,284	1,289	1,293	1,298	1,315	1,332	1,349	1,367
Commercial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Industrial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Irrigation	WTH300	1,284	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Lrg Cons	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>DSL &amp; Auth Use</b>	WTH300	9,458	9,555	9,594	9,633	9,672	9,712	9,751	9,898	10,047	10,198	10,351	10,572	10,608	10,645	10,682	10,719	10,756	10,893	11,033	11,175	11,318





Table F3.C ADD Projections - High

	Pressure Zone	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>City-Wide (mgd)</b>		8.4	8.6	8.8	8.9	9.1	9.2	9.4	9.4	9.5	9.6	9.7	9.9	9.9	10.0	10.1	10.2	10.2	10.4	10.5	10.6	10.8
<b>City-Wide</b>		8,364,440	8,591,771	8,750,110	8,913,562	9,058,350	9,202,823	9,350,832	9,424,561	9,499,491	9,575,658	9,653,100	9,861,053	9,934,929	10,009,925	10,086,070	10,163,398	10,241,940	10,368,215	10,497,715	10,630,572	10,766,921
<b>Single Family Residential</b>		2,452,993	2,518,646	2,560,971	2,604,231	2,648,449	2,693,647	2,739,849	2,763,558	2,787,501	2,811,680	2,836,099	2,902,918	2,918,087	2,933,337	2,948,669	2,964,083	2,979,579	3,003,404	3,027,447	3,051,710	3,076,195
<b>Multi-Family Residential</b>		1,722,826	1,767,787	1,796,338	1,825,519	1,855,344	1,885,829	1,916,990	1,929,895	1,942,910	1,956,035	1,969,271	2,011,837	2,022,528	2,033,277	2,044,084	2,054,950	2,065,874	2,078,548	2,091,328	2,104,214	2,117,209
<b>Commercial</b>		1,066,065	1,097,002	1,117,946	1,139,457	1,161,564	1,184,295	1,207,684	1,219,017	1,230,625	1,242,519	1,254,711	1,285,887	1,302,521	1,319,500	1,336,836	1,354,539	1,372,620	1,406,675	1,441,877	1,478,276	1,515,927
<b>Industrial</b>		184,011	189,470	193,197	197,015	200,926	204,932	209,038	210,555	212,095	213,658	215,243	220,048	223,136	226,302	229,548	232,877	236,292	240,731	245,254	249,862	254,556
<b>Government</b>		90,664	93,288	95,055	96,862	98,711	100,601	102,536	103,628	104,747	105,893	107,068	109,867	111,410	112,986	114,595	116,240	117,920	121,264	124,736	128,341	132,087
<b>Irrigation</b>		874,424	900,310	918,018	936,206	954,896	974,108	993,865	1,006,346	1,019,187	1,032,402	1,046,008	1,075,642	1,091,682	1,108,084	1,124,858	1,142,017	1,159,572	1,189,201	1,219,906	1,251,736	1,284,744
<b>Lrg Cons</b>		760,613	779,462	799,819	821,804	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000
<b>DSL &amp; Auth Use</b>		1,212,844	1,245,807	1,268,766	1,292,467	1,313,461	1,334,409	1,355,871	1,366,561	1,377,426	1,388,470	1,399,700	1,429,853	1,440,565	1,451,439	1,462,480	1,473,693	1,485,081	1,503,391	1,522,169	1,541,433	1,561,203
<b>ADD ERU Value</b>		173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173
<b>Climate Change</b>		0.004	0.014	0.014	0.014	0.014	0.014	0.014	0.014	0.014	0.014	0.014	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029	0.029
<b>VLY196</b>																						
Single Family Residential	VLY196	179,882	184,984	188,370	191,818	195,329	198,904	202,545	203,213	203,883	204,556	205,231	208,942	209,892	210,847	211,806	212,770	213,738	214,252	214,767	215,283	215,801
Multi-Family Residential	VLY196	325,120	334,342	340,462	346,693	353,039	359,501	366,081	367,289	368,500	369,716	370,936	377,644	379,362	381,087	382,821	384,562	386,312	387,241	388,172	389,106	390,041
Commercial	VLY196	687,476	705,007	715,909	726,981	738,223	749,639	761,232	764,112	767,003	769,904	772,817	787,172	793,328	799,533	805,785	812,087	818,438	833,514	848,868	864,505	880,430
Industrial	VLY196	154,044	157,972	160,415	162,896	165,415	167,973	170,571	171,216	171,864	172,514	173,166	176,383	177,762	179,153	180,554	181,966	183,389	186,767	190,207	193,711	197,279
Government	VLY196	43,370	44,476	45,164	45,862	46,572	47,292	48,023	48,205	48,387	48,570	48,754	49,660	50,048	50,439	50,834	51,231	51,632	52,583	53,552	54,538	55,543
Irrigation	VLY196	355,729	364,800	370,441	376,170	381,988	387,895	393,893	395,384	396,879	398,381	399,888	407,316	410,501	413,712	416,947	420,208	423,494	431,295	439,240	447,331	455,571
Lrg Cons	VLY196	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000
DSL & Auth Use	VLY196	368,117	375,911	380,860	385,890	391,002	396,198	401,480	402,679	403,883	405,091	406,304	412,464	414,801	417,154	419,524	421,912	424,316	429,175	434,119	439,151	444,271
<b>WH300</b>																						
Single Family Residential	WH300	30,722	31,173	31,321	31,471	31,621	31,771	31,923	32,169	32,417	32,667	32,919	33,662	33,806	33,951	34,096	34,241	34,388	34,719	35,055	35,393	35,735
Multi-Family Residential	WH300	37,477	38,027	38,209	38,391	38,573	38,757	38,942	39,242	39,545	39,850	40,158	41,064	41,239	41,416	41,593	41,770	41,949	42,354	42,763	43,175	43,592
Commercial	WH300	10,688	10,809	10,823	10,838	10,853	10,867	10,882	10,890	10,898	10,906	10,914	11,083	11,163	11,244	11,325	11,407	11,489	12,385	13,352	14,393	15,516
Industrial	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WH300	1,395	1,411	1,412	1,414	1,416	1,418	1,420	1,421	1,422	1,423	1,424	1,446	1,457	1,467	1,478	1,489	1,499	1,616	1,742	1,878	2,025
Lrg Cons	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	WH300	13,615	13,808	13,867	13,926	13,985	14,045	14,104	14,199	14,294	14,389	14,486	14,798	14,867	14,937	15,007	15,078	15,149	15,445	15,757	16,084	16,428
<b>WH495</b>																						
Single Family Residential	WH495	71,793	72,904	73,307	73,713	74,121	74,531	74,943	75,678	76,420	77,169	77,926	79,850	80,056	80,263	80,471	80,679	80,887	81,634	82,387	83,147	83,915
Multi-Family Residential	WH495	450	456	459	462	464	467	469	474	478	483	488	500	501	503	504	505	506	511	516	521	525
Commercial	WH495	1,162	1,285	1,407	1,541	1,687	1,847	2,023	2,162	2,311	2,470	2,640	2,863	2,982	3,107	3,236	3,371	3,511	3,511	3,511	3,511	3,511
Industrial	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lrg Cons	WH495	235,613	254,462	274,819	296,804	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
DSL & Auth Use	WH495	52,406	55,813	59,355	63,176	63,812	63,909	64,009	64,159	64,310	64,465	64,623	64,989	65,045	65,101	65,158	65,217	65,276	65,404	65,532	65,662	65,793
<b>WTH300</b>																						
Single Family Residential	WTH300	58,771	59,599	59,848	60,098	60,349	60,601	60,854	61,789	62,739	63,703	64,682	66,644	66,878	67,114	67,350	67,587	67,825	68,712	69,611	70,522	71,445
Multi-Family Residential	WTH300	1,233	1,250	1,255	1,261	1,266	1,271	1,277	1,296	1,316	1,336	1,357	1,398	1,403	1,408	1,413	1,418	1,423	1,441	1,460	1,479	1,499
Commercial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WTH300	1,391	1,405	1,405	1,405	1,405	1,405	1,405	1,405	1,405	1,405	1,405	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425
Lrg Cons	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	WTH300	10,412	10,558	10,601	10,644	10,688	10,731	10,775	10,937	11,101	11,268	11,438	11,781	11,822	11,862	11,903	11,944	11,985	12,139	12,295	12,453	



Table F4.A MDD Projections - Low (gpd)

Dashboard

	Pressure Zone	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>City-Wide (mgd)</b>		12.0	12.1	12.3	12.5	12.8	13.0	13.2	13.3	13.4	13.5	13.6	13.7	13.9	14.0	14.1	14.2	14.3	14.5	14.7	14.9	15.1
<b>City-Wide</b>		11,958,216	12,149,789	12,345,852	12,546,546	12,752,021	12,962,434	13,177,949	13,287,322	13,398,460	13,511,415	13,626,241	13,742,996	13,851,290	13,961,212	14,072,805	14,186,115	14,301,188	14,483,562	14,670,533	14,862,287	15,059,015
<b>Single Family Residential</b>		3,673,931	3,735,349	3,798,121	3,862,279	3,927,858	3,994,890	4,063,412	4,098,573	4,134,083	4,169,943	4,206,158	4,242,731	4,264,902	4,287,190	4,309,598	4,332,126	4,354,775	4,389,596	4,424,735	4,460,196	4,495,982
<b>Multi-Family Residential</b>		2,580,335	2,621,767	2,664,111	2,707,388	2,751,621	2,796,833	2,843,046	2,862,186	2,881,488	2,900,953	2,920,584	2,940,381	2,956,006	2,971,716	2,987,511	3,003,391	3,019,358	3,037,881	3,056,559	3,075,393	3,094,385
<b>Commercial</b>		1,596,683	1,626,940	1,658,002	1,689,905	1,722,690	1,756,403	1,791,090	1,807,898	1,825,114	1,842,754	1,860,835	1,879,375	1,903,686	1,928,502	1,953,839	1,979,713	2,006,139	2,055,912	2,107,361	2,160,560	2,215,588
<b>Industrial</b>		275,600	280,998	286,527	292,189	297,989	303,931	310,019	312,270	314,554	316,871	319,223	321,610	326,123	330,749	335,493	340,359	345,350	351,838	358,448	365,183	372,044
<b>Government</b>		135,791	138,353	140,974	143,654	146,396	149,200	152,069	153,689	155,348	157,048	158,790	160,576	162,831	165,133	167,486	169,889	172,345	177,232	182,307	187,576	193,050
<b>Irrigation</b>		1,309,655	1,335,230	1,361,492	1,388,468	1,416,186	1,444,679	1,473,980	1,492,490	1,511,534	1,531,133	1,551,312	1,572,094	1,595,537	1,619,509	1,644,025	1,669,104	1,694,762	1,738,065	1,782,941	1,829,462	1,877,705
<b>Lrg Cons</b>		1,034,944	1,038,224	1,041,544	1,044,903	1,048,303	1,051,743	1,055,225	1,058,748	1,062,314	1,065,923	1,069,574	1,073,270	1,077,010	1,080,795	1,084,625	1,088,502	1,092,425	1,096,394	1,100,412	1,104,478	1,108,592
<b>DSL &amp; Auth Use</b>		1,351,278	1,372,926	1,395,081	1,417,760	1,440,978	1,464,755	1,489,108	1,501,467	1,514,026	1,526,790	1,539,765	1,552,959	1,565,196	1,577,617	1,590,227	1,603,031	1,616,034	1,636,642	1,657,770	1,679,438	1,701,669
<b>Peaking Factor</b>		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
<b>RH395</b>																						
Single Family Residential	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Multi-Family Residential	RH395	33,518	33,886	34,259	34,635	35,016	35,401	35,790	35,823	35,856	35,890	35,923	35,956	36,154	36,352	36,552	36,753	36,955	36,988	37,022	37,055	37,088
Commercial	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	RH395	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167
Lrg Cons	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	RH395	4,801	4,848	4,895	4,943	4,992	5,041	5,090	5,095	5,099	5,103	5,107	5,112	5,137	5,162	5,187	5,213	5,239	5,243	5,247	5,251	5,256
<b>RH490</b>																						
Single Family Residential	RH490	136,732	136,732	136,732	136,732	136,732	136,732	136,732	137,543	138,358	139,179	140,004	140,834	141,585	142,341	143,101	143,864	144,632	145,783	146,944	148,114	149,293
Multi-Family Residential	RH490	227,889	227,889	227,889	227,889	227,889	227,889	227,889	229,240	230,600	231,967	233,342	234,726	235,979	237,238	238,504	239,777	241,056	242,975	244,909	246,859	248,824
Commercial	RH490	10,747	11,054	11,370	11,694	12,028	12,371	12,724	12,792	12,861	12,930	12,999	13,069	13,204	13,341	13,479	13,619	13,760	13,873	13,987	14,103	14,219
Industrial	RH490	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	RH490	1,709	1,757	1,808	1,859	1,912	1,967	2,023	2,034	2,045	2,056	2,067	2,078	2,099	2,121	2,143	2,165	2,188	2,206	2,224	2,242	2,261
Irrigation	RH490	48,488	49,871	51,294	52,757	54,262	55,811	57,403	57,711	58,021	58,333	58,646	58,961	59,572	60,189	60,812	61,442	62,078	62,589	63,104	63,624	64,148
Lrg Cons	RH490	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	RH490	54,215	54,437	54,664	54,899	55,140	55,388	55,643	55,967	56,294	56,623	56,953	57,286	57,639	57,994	58,352	58,712	59,075	59,548	60,025	60,505	60,990
<b>RH590</b>																						
Single Family Residential	RH590	280,286	281,256	282,230	283,206	284,187	285,170	286,157	288,367	290,594	292,838	295,100	297,379	298,654	299,935	301,222	302,513	303,811	306,658	309,532	312,433	315,361
Multi-Family Residential	RH590	158,399	158,947	159,497	160,049	160,603	161,159	161,717	162,966	164,224	165,493	166,771	168,059	168,779	169,503	170,230	170,960	171,694	173,303	174,927	176,566	178,221
Commercial	RH590	7,343	7,386	7,430	7,473	7,517	7,562	7,606	7,673	7,739	7,807	7,875	7,943	8,095	8,250	8,409	8,570	8,734	8,930	9,131	9,336	9,546
Industrial	RH590	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	RH590	4,903	4,932	4,961	4,990	5,020	5,049	5,079	5,123	5,168	5,213	5,258	5,304	5,406	5,509	5,615	5,722	5,832	5,963	6,097	6,234	6,374
Irrigation	RH590	37,945	38,169	38,394	38,621	38,848	39,078	39,308	39,650	39,995	40,343	40,694	41,047	41,834	42,636	43,453	44,286	45,135	46,149	47,186	48,247	49,331
Lrg Cons	RH590	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	RH590	62,281	62,512	62,744	62,977	63,211	63,445	63,681	64,179	64,681	65,187	65,698	66,212	66,598	66,989	67,383	67,781	68,183	68,922	69,669	70,426	71,193
<b>SH370</b>																						
Single Family Residential	SH370	18,687	19,027	19,373	19,725	20,084	20,450	20,822	21,035	21,250	21,468	21,688	21,910	22,033	22,156	22,280	22,405	22,531	22,863	23,200	23,542	23,888
Multi-Family Residential	SH370	7,766	7,907	8,051	8,198	8,347	8,499	8,653	8,742	8,831	8,922	9,013	9,105	9,156	9,208	9,259	9,311	9,364	9,502	9,642	9,784	9,928
Commercial	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lrg Cons	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	SH370	3,370	3,431	3,494	3,557	3,622	3,688	3,755	3,793	3,832	3,872	3,911	3,951	3,973	3,996	4,018	4,041	4,063	4,123	4,184	4,245	4,308
<b>TH270</b>																						
Single Family Residential	TH270	257	257	257	257	257	257	257	257	257	257	257	257	257	257	257	257	257	257	257	257	257
Multi-Family Residential	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	TH270	10,871	12,147	13,572	15,165	16,944	18,932	21,153	21,815	22,499	23,203	23,929	24,679	25,656	26,672	27,728	28,826	29,967	30,957	31,980	33,036	34,128
Industrial	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	TH270	2,601	2,906	3,247	3,628	4,054	4,529	5,061	5,219	5,383	5,551	5,725										



Table F4.A MDD Projections - Low (gpd)



Pressure Zone	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
<b>City-Wide (mgd)</b>	12.0	12.1	12.3	12.5	12.8	13.0	13.2	13.3	13.4	13.5	13.6	13.7	13.9	14.0	14.1	14.2	14.3	14.5	14.7	14.9	15.1	
<b>City-Wide</b>	11,958,216	12,149,789	12,345,852	12,546,546	12,752,021	12,962,434	13,177,949	13,287,322	13,398,460	13,511,415	13,626,241	13,742,996	13,851,290	13,961,212	14,072,805	14,186,115	14,301,188	14,483,562	14,670,533	14,862,287	15,059,015	
<b>Single Family Residential</b>	3,673,931	3,735,349	3,798,121	3,862,279	3,927,858	3,994,890	4,063,412	4,098,573	4,134,083	4,169,943	4,206,158	4,242,731	4,264,902	4,287,190	4,309,598	4,332,126	4,354,775	4,389,596	4,424,735	4,460,196	4,495,982	
<b>Multi-Family Residential</b>	2,580,335	2,621,767	2,664,111	2,707,388	2,751,621	2,796,833	2,843,046	2,862,186	2,881,488	2,900,953	2,920,584	2,940,381	2,956,006	2,971,716	2,987,511	3,003,391	3,019,358	3,037,881	3,056,559	3,075,393	3,094,385	
<b>Commercial</b>	1,596,683	1,626,940	1,658,002	1,689,905	1,722,690	1,756,403	1,791,090	1,807,898	1,825,114	1,842,754	1,860,835	1,879,375	1,903,686	1,928,502	1,953,839	1,979,713	2,006,139	2,055,912	2,107,361	2,160,560	2,215,588	
<b>Industrial</b>	275,600	280,998	286,527	292,189	297,989	303,931	310,019	312,270	314,554	316,871	319,223	321,610	326,123	330,749	335,493	340,359	345,350	351,838	358,448	365,183	372,044	
<b>Government</b>	135,791	138,353	140,974	143,654	146,396	149,200	152,069	153,689	155,348	157,048	158,790	160,576	162,831	165,133	167,486	169,889	172,345	177,232	182,307	187,576	193,050	
<b>Irrigation</b>	1,309,655	1,335,230	1,361,492	1,388,468	1,416,186	1,444,679	1,473,980	1,492,490	1,511,534	1,531,133	1,551,312	1,572,094	1,595,537	1,619,509	1,644,025	1,669,104	1,694,762	1,738,065	1,782,941	1,829,462	1,877,705	
<b>Lrg Cons</b>	1,034,944	1,038,224	1,041,544	1,044,903	1,048,303	1,051,743	1,055,225	1,058,748	1,062,314	1,065,923	1,069,574	1,073,270	1,077,010	1,080,795	1,084,625	1,088,502	1,092,424	1,096,394	1,100,412	1,104,478	1,108,592	
<b>DSL &amp; Auth Use</b>	1,351,278	1,372,926	1,395,081	1,417,760	1,440,978	1,464,755	1,489,108	1,501,467	1,514,026	1,526,790	1,539,765	1,552,959	1,565,196	1,577,617	1,590,227	1,603,031	1,616,034	1,636,642	1,657,770	1,679,438	1,701,669	
<b>Peaking Factor</b>	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
<b>VLY196</b>																						
Single Family Residential	VLY196	269,415	274,346	279,367	284,481	289,688	294,990	300,390	301,381	302,375	303,372	304,373	305,377	306,766	308,162	309,564	310,972	312,386	313,138	313,891	314,645	315,402
Multi-Family Residential	VLY196	486,943	495,856	504,932	514,174	523,585	533,168	542,927	544,718	546,515	548,318	550,127	551,942	554,452	556,975	559,508	562,053	564,610	565,968	567,329	568,693	570,061
Commercial	VLY196	1,029,657	1,045,580	1,061,750	1,078,169	1,094,843	1,111,774	1,128,967	1,133,238	1,137,525	1,141,829	1,146,148	1,150,484	1,159,481	1,168,549	1,177,687	1,186,897	1,196,180	1,218,214	1,240,655	1,263,508	1,286,783
Industrial	VLY196	230,717	234,285	237,908	241,587	245,323	249,117	252,970	253,927	254,887	255,851	256,819	257,791	259,807	261,839	263,886	265,950	268,030	272,967	277,996	283,116	288,332
Government	VLY196	64,957	65,962	66,982	68,017	69,069	70,137	71,222	71,492	71,762	72,033	72,306	72,580	73,147	73,719	74,296	74,877	75,462	76,852	78,268	79,710	81,178
Irrigation	VLY196	532,788	541,027	549,394	557,890	566,518	575,278	584,175	586,385	588,603	590,830	593,065	595,309	599,964	604,656	609,385	614,150	618,953	630,355	641,967	653,792	665,836
Lrg Cons	VLY196	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900	640,900
DSL & Auth Use	VLY196	414,721	420,145	425,659	431,262	436,958	442,747	448,630	449,967	451,308	452,654	454,005	455,361	457,926	460,510	463,112	465,733	468,373	473,708	479,136	484,660	490,281
<b>WH300</b>																						
Single Family Residential	WH300	46,013	46,232	46,452	46,674	46,896	47,119	47,344	47,709	48,077	48,448	48,822	49,199	49,409	49,620	49,832	50,045	50,259	50,744	51,234	51,728	52,228
Multi-Family Residential	WH300	56,130	56,398	56,666	56,936	57,208	57,480	57,754	58,200	58,649	59,101	59,557	60,017	60,273	60,531	60,789	61,049	61,310	61,902	62,499	63,103	63,712
Commercial	WH300	16,008	16,030	16,052	16,074	16,095	16,117	16,139	16,151	16,163	16,175	16,187	16,198	16,315	16,433	16,552	16,671	16,792	18,102	19,514	21,036	22,677
Industrial	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WH300	2,089	2,092	2,095	2,098	2,100	2,103	2,106	2,108	2,109	2,111	2,112	2,114	2,129	2,145	2,160	2,176	2,191	2,362	2,547	2,745	2,959
Lrg Cons	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	WH300	15,318	15,383	15,449	15,514	15,580	15,647	15,713	15,818	15,924	16,031	16,138	16,246	16,323	16,399	16,476	16,554	16,632	16,958	17,299	17,659	18,036
<b>WH495</b>																						
Single Family Residential	WH495	107,527	108,122	108,720	109,322	109,927	110,535	111,147	112,236	113,337	114,448	115,571	116,704	117,005	117,308	117,611	117,915	118,220	119,311	120,412	121,523	122,645
Multi-Family Residential	WH495	673	677	681	684	688	692	696	703	710	717	724	731	733	734	736	738	740	747	754	761	768
Commercial	WH495	1,740	1,906	2,087	2,285	2,502	2,740	3,000	3,207	3,427	3,663	3,915	4,184	4,359	4,540	4,729	4,927	5,132	5,132	5,132	5,132	5,132
Industrial	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lrg Cons	WH495	273,344	276,624	279,944	283,303	286,703	290,143	293,625	297,148	300,714	304,323	307,974	311,670	315,410	319,195	323,025	326,902	330,825	334,794	338,812	342,878	346,992
DSL & Auth Use	WH495	48,829	49,344	49,867	50,397	50,935	51,482	52,037	52,652	53,275	53,908	54,549	55,199	55,737	56,281	56,832	57,389	57,954	58,600	59,253	59,913	60,581
<b>WTH300</b>																						
Single Family Residential	WTH300	88,023	88,390	88,759	89,130	89,502	89,876	90,251	91,638	93,046	94,476	95,928	97,402	97,745	98,089	98,434	98,781	99,128	100,426	101,740	103,071	104,420
Multi-Family Residential	WTH300	1,846	1,854	1,862	1,870	1,877	1,885	1,893	1,922	1,952	1,982	2,012	2,043	2,050	2,058	2,065	2,072	2,079	2,107	2,134	2,162	2,190
Commercial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WTH300	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083
Lrg Cons	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	WTH300	11,714	11,762	11,810	11,858	11,907	11,955	12,004	12,185	12,368	12,554	12,743	12,934	12,979	13,024	13,069	13,114	13,159	13,328	13,499	13,672	13,847



Table F4.B MDD Projections - Med

	Pressure Zone	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>City-Wide (mgd)</b>		13.9	14.2	14.5	14.7	15.0	15.2	15.5	15.6	15.8	15.9	16.0	16.2	16.4	16.5	16.6	16.7	16.9	17.1	17.3	17.5	17.7
<b>City-Wide</b>		13,893,650	14,210,280	14,457,049	14,710,346	14,970,403	15,237,466	15,511,791	15,636,839	15,760,606	15,886,416	16,014,332	16,234,276	16,355,276	16,478,110	16,602,827	16,729,480	16,858,122	17,064,945	17,277,052	17,494,654	17,717,977
<b>Single Family Residential</b>		4,076,327	4,169,945	4,240,020	4,311,643	4,384,851	4,459,683	4,536,176	4,575,429	4,615,070	4,655,102	4,695,531	4,765,749	4,790,653	4,815,689	4,840,859	4,866,164	4,891,605	4,930,718	4,970,189	5,010,022	5,050,219
<b>Multi-Family Residential</b>		2,862,952	2,926,801	2,974,071	3,022,384	3,071,764	3,122,235	3,173,825	3,195,192	3,216,740	3,238,470	3,260,384	3,302,853	3,320,404	3,338,051	3,355,793	3,373,631	3,391,566	3,412,373	3,433,353	3,454,509	3,475,842
<b>Commercial</b>		1,771,563	1,816,230	1,850,905	1,886,520	1,923,120	1,960,755	1,999,478	2,018,241	2,037,460	2,057,152	2,077,337	2,111,053	2,138,361	2,166,236	2,194,697	2,223,760	2,253,444	2,309,352	2,367,143	2,426,900	2,488,712
<b>Industrial</b>		305,785	313,692	319,863	326,184	332,659	339,292	346,089	348,602	351,151	353,738	356,363	361,256	366,325	371,522	376,851	382,316	387,923	395,211	402,635	410,200	417,907
<b>Government</b>		150,663	154,450	157,376	160,368	163,428	166,559	169,761	171,570	173,422	175,320	177,265	180,370	182,903	185,490	188,132	190,832	193,590	199,081	204,780	210,699	216,848
<b>Irrigation</b>		1,453,098	1,490,580	1,519,897	1,550,011	1,580,955	1,612,763	1,645,473	1,666,137	1,687,396	1,709,276	1,731,802	1,765,892	1,792,225	1,819,152	1,846,691	1,874,861	1,903,682	1,952,323	2,002,731	2,054,987	2,109,177
<b>Lrg Cons</b>		1,286,469	1,306,512	1,327,558	1,349,656	1,372,859	1,397,222	1,422,803	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600
<b>DSL &amp; Auth Use</b>		1,986,792	2,032,070	2,067,358	2,103,579	2,140,768	2,178,958	2,218,186	2,236,068	2,253,767	2,271,757	2,290,049	2,321,501	2,338,804	2,356,370	2,374,204	2,392,316	2,410,711	2,440,287	2,470,618	2,501,736	2,533,671
<b>Peaking Factor</b>		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
<b>RH395</b>																						
Single Family Residential	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Multi-Family Residential	RH395	37,189	37,829	38,245	38,665	39,090	39,519	39,954	39,991	40,028	40,065	40,102	40,389	40,611	40,834	41,058	41,284	41,511	41,548	41,585	41,623	41,660
Commercial	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	RH395	4,623	4,652	4,652	4,652	4,652	4,652	4,652	4,652	4,652	4,652	4,652	4,680	4,680	4,680	4,680	4,680	4,680	4,680	4,680	4,680	4,680
Lrg Cons	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	RH395	6,977	7,088	7,158	7,228	7,299	7,370	7,443	7,449	7,455	7,461	7,468	7,520	7,557	7,595	7,632	7,670	7,707	7,714	7,720	7,726	7,732
<b>RH490</b>																						
Single Family Residential	RH490	151,708	152,640	152,640	152,640	152,640	152,640	152,640	153,545	154,456	155,372	156,293	158,195	159,039	159,888	160,741	161,599	162,461	163,755	165,058	166,372	167,697
Multi-Family Residential	RH490	252,849	254,403	254,403	254,403	254,403	254,403	254,403	255,912	257,429	258,956	260,491	263,661	265,068	266,483	267,905	269,335	270,772	272,928	275,100	277,290	279,497
Commercial	RH490	11,925	12,340	12,692	13,054	13,427	13,810	14,204	14,280	14,357	14,434	14,512	14,680	14,832	14,986	15,141	15,298	15,456	15,583	15,712	15,841	15,971
Industrial	RH490	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	RH490	1,896	1,962	2,018	2,075	2,135	2,196	2,258	2,270	2,283	2,295	2,307	2,334	2,358	2,383	2,407	2,432	2,457	2,478	2,498	2,518	2,539
Irrigation	RH490	53,798	55,673	57,262	58,895	60,576	62,304	64,081	64,426	64,772	65,120	65,470	66,230	66,916	67,608	68,309	69,016	69,731	70,305	70,883	71,467	72,055
Lrg Cons	RH490	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	RH490	78,788	79,596	79,929	80,272	80,624	80,987	81,359	81,834	82,312	82,792	83,276	84,282	84,801	85,324	85,851	86,381	86,914	87,610	88,312	89,019	89,731
<b>RH590</b>																						
Single Family Residential	RH590	310,985	313,980	315,066	316,157	317,251	318,349	319,450	321,917	324,404	326,909	329,434	334,038	335,471	336,909	338,354	339,805	341,263	344,461	347,690	350,948	354,237
Multi-Family Residential	RH590	175,748	177,440	178,054	178,671	179,289	179,909	180,532	181,926	183,331	184,747	186,174	188,776	189,586	190,399	191,215	192,035	192,859	194,666	196,491	198,332	200,191
Commercial	RH590	8,147	8,245	8,294	8,343	8,392	8,442	8,491	8,565	8,640	8,715	8,791	8,922	9,093	9,267	9,445	9,626	9,811	10,031	10,257	10,487	10,723
Industrial	RH590	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	RH590	5,440	5,506	5,538	5,571	5,604	5,637	5,670	5,719	5,769	5,819	5,870	5,958	6,072	6,188	6,307	6,428	6,551	6,698	6,849	7,003	7,160
Irrigation	RH590	42,101	42,610	42,861	43,114	43,368	43,624	43,881	44,263	44,648	45,036	45,428	46,107	46,991	47,892	48,810	49,745	50,699	51,838	53,003	54,194	55,412
Lrg Cons	RH590	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	RH590	90,509	91,403	91,743	92,083	92,425	92,768	93,113	93,841	94,576	95,316	96,061	97,414	97,983	98,557	99,137	99,723	100,314	101,401	102,501	103,615	104,743
<b>SH370</b>																						
Single Family Residential	SH370	20,734	21,241	21,627	22,020	22,421	22,829	23,244	23,482	23,723	23,966	24,211	24,610	24,749	24,887	25,027	25,167	25,309	25,682	26,060	26,444	26,833
Multi-Family Residential	SH370	8,617	8,827	8,988	9,151	9,318	9,487	9,660	9,759	9,859	9,960	10,062	10,228	10,285	10,343	10,401	10,459	10,518	10,673	10,830	10,990	11,152
Commercial	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lrg Cons	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	SH370	4,897	5,017	5,108	5,201	5,296	5,392	5,490	5,547	5,603	5,661	5,719	5,813	5,846	5,879	5,912	5,945	5,978	6,066	6,155	6,246	6,338
<b>TH270</b>																						
Single Family Residential	TH270	286	287	287	287	287	287	287	287	287	287	287	289	289	289	289	289	289	289	289	289	289
Multi-Family Residential	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	TH270	12,062	13,560	15,151	16,929	18,915	21,135	23,614	24,354	25,116	25,903	26,714	27,721	28,819	29,960	31,146	32,379	33,661	34,773	35,922	37,109	38,335
Industrial	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	TH270	2,886	3,244	3,625	4,050	4,525	5,056	5,650	5,827	6,009	6,197	6,391	6,632	6,895								

Table F4.B MDD Projections - Med

	Pressure Zone	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>City-Wide (mgd)</b>		13.9	14.2	14.5	14.7	15.0	15.2	15.5	15.6	15.8	15.9	16.0	16.2	16.4	16.5	16.6	16.7	16.9	17.1	17.3	17.5	17.7
<b>City-Wide</b>		13,893,650	14,210,280	14,457,049	14,710,346	14,970,403	15,237,466	15,511,791	15,636,839	15,760,606	15,886,416	16,014,332	16,234,276	16,355,276	16,478,110	16,602,827	16,729,480	16,858,122	17,064,945	17,277,052	17,494,654	17,717,977
<b>Single Family Residential</b>		4,076,327	4,169,945	4,240,020	4,311,643	4,384,851	4,459,683	4,536,176	4,575,429	4,615,070	4,655,102	4,695,531	4,765,749	4,790,653	4,815,689	4,840,859	4,866,164	4,891,605	4,930,718	4,970,189	5,010,022	5,050,219
<b>Multi-Family Residential</b>		2,862,952	2,926,801	2,974,071	3,022,384	3,071,764	3,122,235	3,173,825	3,195,192	3,216,740	3,238,470	3,260,384	3,302,853	3,320,404	3,338,051	3,355,793	3,373,631	3,391,566	3,412,373	3,433,353	3,454,509	3,475,842
<b>Commercial</b>		1,771,563	1,816,230	1,850,905	1,886,520	1,923,120	1,960,755	1,999,478	2,018,241	2,037,460	2,057,152	2,077,337	2,111,053	2,138,361	2,166,236	2,194,697	2,223,760	2,253,444	2,309,352	2,367,143	2,426,900	2,488,712
<b>Industrial</b>		305,785	313,692	319,863	326,184	332,659	339,292	346,089	348,602	351,151	353,738	356,363	361,256	366,325	371,522	376,851	382,316	387,923	395,211	402,635	410,200	417,907
<b>Government</b>		150,663	154,450	157,376	160,368	163,428	166,559	169,761	171,570	173,422	175,320	177,265	180,370	182,903	185,490	188,132	190,832	193,590	199,081	204,780	210,699	216,848
<b>Irrigation</b>		1,453,098	1,490,580	1,519,897	1,550,011	1,580,955	1,612,763	1,645,473	1,666,137	1,687,396	1,709,276	1,731,802	1,765,892	1,792,225	1,819,152	1,846,691	1,874,861	1,903,682	1,952,323	2,002,731	2,054,987	2,109,177
<b>Lrg Cons</b>		1,286,469	1,306,512	1,327,558	1,349,656	1,372,859	1,397,222	1,422,803	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600	1,425,600
<b>DSL &amp; Auth Use</b>		1,986,792	2,032,070	2,067,358	2,103,579	2,140,768	2,178,958	2,218,186	2,236,068	2,253,767	2,271,757	2,290,049	2,321,501	2,338,804	2,356,370	2,374,204	2,392,316	2,410,711	2,440,287	2,470,618	2,501,736	2,533,671
<b>Peaking Factor</b>		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
<b>VLY196</b>																						
Single Family Residential	VLY196	298,923	306,265	311,871	317,579	323,392	329,311	335,339	336,445	337,555	338,669	339,786	343,022	344,582	346,150	347,725	349,306	350,895	351,739	352,585	353,433	354,283
Multi-Family Residential	VLY196	540,276	553,547	563,679	573,996	584,502	595,201	606,095	608,094	610,100	612,113	614,132	619,982	622,802	625,635	628,481	631,340	634,212	635,737	637,266	638,798	640,335
Commercial	VLY196	1,142,433	1,167,230	1,185,281	1,203,611	1,222,224	1,241,125	1,260,319	1,265,087	1,269,873	1,274,677	1,279,499	1,292,309	1,302,415	1,312,601	1,322,866	1,333,211	1,343,637	1,368,388	1,393,595	1,419,266	1,445,410
Industrial	VLY196	255,987	261,543	265,588	269,695	273,866	278,101	282,402	283,470	284,542	285,619	286,699	289,570	291,834	294,117	296,417	298,735	301,071	306,617	312,265	318,017	323,875
Government	VLY196	72,072	73,636	74,775	75,931	77,105	78,298	79,509	79,809	80,111	80,414	80,719	81,527	82,164	82,807	83,454	84,107	84,765	86,326	87,916	89,536	91,185
Irrigation	VLY196	591,142	603,974	613,314	622,799	632,430	642,210	652,142	654,609	657,085	659,571	662,066	668,695	673,924	679,194	684,506	689,859	695,254	708,061	721,104	734,388	747,916
Lrg Cons	VLY196	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600	705,600
DSL & Auth Use	VLY196	601,773	612,680	620,741	628,935	637,263	645,727	654,330	656,284	658,245	660,213	662,189	667,562	671,336	675,137	678,966	682,822	686,706	694,554	702,541	710,668	718,939
<b>WH300</b>																						
Single Family Residential	WH300	51,052	51,611	51,857	52,104	52,352	52,602	52,852	53,260	53,671	54,085	54,502	55,264	55,500	55,737	55,975	56,214	56,454	56,999	57,550	58,105	58,666
Multi-Family Residential	WH300	62,278	62,959	63,259	63,561	63,863	64,168	64,473	64,971	65,472	65,977	66,486	67,415	67,703	67,992	68,283	68,575	68,868	69,532	70,204	70,881	71,566
Commercial	WH300	17,762	17,895	17,919	17,944	17,968	17,992	18,017	18,030	18,043	18,057	18,070	18,195	18,327	18,459	18,592	18,727	18,862	20,333	21,919	23,629	25,472
Industrial	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WH300	2,318	2,335	2,338	2,342	2,345	2,348	2,351	2,353	2,355	2,356	2,358	2,374	2,392	2,409	2,426	2,444	2,461	2,653	2,860	3,084	3,324
Lrg Cons	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	WH300	22,261	22,493	22,589	22,685	22,781	22,878	22,976	23,129	23,284	23,440	23,597	23,903	24,015	24,128	24,241	24,355	24,469	24,949	25,452	25,980	26,536
<b>WH495</b>																						
Single Family Residential	WH495	119,304	120,702	121,370	122,041	122,716	123,395	124,078	125,295	126,523	127,764	129,017	131,090	131,429	131,769	132,109	132,451	132,793	134,019	135,256	136,504	137,764
Multi-Family Residential	WH495	747	756	760	764	768	773	777	784	792	800	808	821	823	825	827	829	831	839	847	855	863
Commercial	WH495	1,931	2,127	2,329	2,551	2,793	3,059	3,349	3,580	3,826	4,089	4,370	4,700	4,896	5,100	5,312	5,534	5,764	5,764	5,764	5,764	5,764
Industrial	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lrg Cons	WH495	400,869	420,912	441,958	464,056	487,259	511,622	537,203	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000	540,000
DSL & Auth Use	WH495	87,244	90,855	94,513	98,350	102,375	106,599	111,031	111,740	111,987	112,240	112,497	112,900	112,990	113,081	113,173	113,268	113,364	113,569	113,777	113,987	114,198
<b>WTH300</b>																						
Single Family Residential	WTH300	97,664	98,674	99,086	99,500	99,915	100,333	100,752	102,300	103,872	105,468	107,089	109,409	109,794	110,181	110,569	110,958	111,348	112,805	114,282	115,777	117,292
Multi-Family Residential	WTH300	2,049	2,070	2,079	2,087	2,096	2,105	2,113	2,146	2,179	2,212	2,246	2,295	2,303	2,311	2,319	2,328	2,336	2,366	2,397	2,429	2,460
Commercial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WTH300	2,312	2,326	2,326	2,326	2,326	2,326	2,326	2,326	2,326	2,326	2,326	2,340	2,340	2,340	2,340	2,340	2,340	2,340	2,340	2,340	2,340
Lrg Cons	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	WTH300	17,024	17,198	17,269	17,339	17,410	17,481	17,552	17,816	18,084	18,356	18,632	19,030	19,095	19,161	19,227	19,293	19,360	19,608	19,860	20,114	20,373



Table F4.C MDD Projections - High

Pressure Zone	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
<b>City-Wide (mgd)</b>	16.7	17.2	17.5	17.8	18.1	18.4	18.7	18.8	19.0	19.2	19.3	19.7	19.9	20.0	20.2	20.3	20.5	20.7	21.0	21.3	21.5	
<b>City-Wide</b>	16,728,880	17,183,542	17,500,220	17,827,124	18,116,701	18,405,646	18,701,664	18,849,122	18,998,982	19,151,316	19,306,200	19,722,107	19,869,859	20,019,850	20,172,141	20,326,795	20,483,879	20,736,430	20,995,431	21,261,144	21,533,841	
<b>Single Family Residential</b>	4,905,986	5,037,291	5,121,942	5,208,462	5,296,898	5,387,294	5,479,698	5,527,116	5,575,002	5,623,361	5,672,198	5,805,836	5,836,174	5,866,675	5,897,338	5,928,166	5,959,159	6,006,808	6,054,894	6,103,419	6,152,390	
<b>Multi-Family Residential</b>	3,445,651	3,535,574	3,592,677	3,651,038	3,710,689	3,771,658	3,833,979	3,859,790	3,885,820	3,912,070	3,938,542	4,023,675	4,045,056	4,066,554	4,088,168	4,109,899	4,131,749	4,157,096	4,182,655	4,208,428	4,234,417	
<b>Commercial</b>	2,132,131	2,194,004	2,235,892	2,278,915	2,323,128	2,368,591	2,415,368	2,438,034	2,461,250	2,485,039	2,509,422	2,571,774	2,605,041	2,639,000	2,673,672	2,709,077	2,745,240	2,813,350	2,883,753	2,956,552	3,031,853	
<b>Industrial</b>	368,022	378,939	386,395	394,030	401,852	409,865	418,075	421,110	424,190	427,315	430,487	440,097	446,273	452,604	459,096	465,754	472,584	481,462	490,507	499,723	509,112	
<b>Government</b>	181,328	186,576	190,110	193,724	197,421	201,203	205,071	207,256	209,494	211,786	214,136	219,735	222,820	225,972	229,191	232,480	235,840	242,528	249,472	256,683	264,174	
<b>Irrigation</b>	1,748,848	1,800,620	1,836,035	1,872,413	1,909,792	1,948,216	1,987,730	2,012,692	2,038,373	2,064,804	2,092,016	2,151,284	2,183,364	2,216,167	2,249,716	2,284,034	2,319,145	2,378,402	2,439,812	2,503,472	2,569,488	
<b>Lrg Cons</b>	1,521,226	1,558,924	1,599,638	1,643,609	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000
<b>DSL &amp; Auth Use</b>	2,425,688	2,491,614	2,537,532	2,584,933	2,626,922	2,668,819	2,711,741	2,733,123	2,754,852	2,776,941	2,799,399	2,859,705	2,881,129	2,902,878	2,924,960	2,947,385	2,970,162	3,006,782	3,044,337	3,082,866	3,122,407	
<b>Peaking Factor</b>	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
<b>RH395</b>																						
Single Family Residential	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Multi-Family Residential	RH395	44,758	45,697	46,200	46,707	47,221	47,740	48,264	48,309	48,354	48,399	48,444	49,203	49,474	49,745	50,019	50,294	50,570	50,615	50,661	50,707	50,752
Commercial	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Industrial	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Irrigation	RH395	5,564	5,619	5,619	5,619	5,619	5,619	5,619	5,619	5,619	5,619	5,619	5,702	5,702	5,702	5,702	5,702	5,702	5,702	5,702	5,702	
Lrg Cons	RH395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DSL & Auth Use	RH395	8,534	8,703	8,788	8,874	8,961	9,049	9,138	9,146	9,153	9,161	9,169	9,311	9,357	9,403	9,450	9,496	9,543	9,551	9,559	9,566	
<b>RH490</b>																						
Single Family Residential	RH490	182,585	184,389	184,389	184,389	184,389	184,389	185,483	186,582	187,689	188,802	192,720	193,748	194,782	195,822	196,867	197,917	199,493	201,081	202,682	204,295	
Multi-Family Residential	RH490	304,312	307,319	307,319	307,319	307,319	307,319	309,141	310,974	312,818	314,673	321,203	322,918	324,641	326,373	328,115	329,866	332,492	335,139	337,806	340,496	
Commercial	RH490	14,352	14,907	15,332	15,770	16,220	16,682	17,158	17,251	17,343	17,436	17,530	17,884	18,069	18,256	18,445	18,636	18,829	18,984	19,141	19,298	
Industrial	RH490	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	RH490	2,282	2,370	2,438	2,507	2,579	2,652	2,728	2,743	2,757	2,772	2,787	2,843	2,873	2,902	2,933	2,963	2,994	3,018	3,043	3,068	
Irrigation	RH490	64,748	67,253	69,172	71,145	73,175	75,263	77,410	77,826	78,244	78,665	79,087	80,684	81,519	82,364	83,216	84,078	84,949	85,648	86,353	87,064	
Lrg Cons	RH490	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DSL & Auth Use	RH490	96,375	97,725	98,134	98,554	98,987	99,432	99,890	100,473	101,059	101,649	102,243	104,355	104,998	105,646	106,298	106,954	107,615	108,476	109,345	110,220	
<b>RH590</b>																						
Single Family Residential	RH590	374,281	379,287	380,600	381,917	383,239	384,565	385,896	388,876	391,879	394,906	397,956	406,939	408,684	410,437	412,197	413,965	415,741	419,637	423,570	427,540	
Multi-Family Residential	RH590	211,518	214,348	215,090	215,834	216,581	217,330	218,083	219,767	221,464	223,174	224,898	229,975	230,961	231,952	232,946	233,946	234,949	237,151	239,374	241,617	
Commercial	RH590	9,805	9,960	10,019	10,078	10,138	10,197	10,258	10,347	10,437	10,528	10,619	10,869	11,078	11,290	11,506	11,727	11,952	12,220	12,495	12,776	
Industrial	RH590	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	RH590	6,547	6,651	6,690	6,730	6,769	6,809	6,849	6,909	6,969	7,030	7,091	7,258	7,397	7,539	7,683	7,831	7,981	8,160	8,343	8,531	
Irrigation	RH590	50,670	51,472	51,776	52,082	52,389	52,698	53,009	53,470	53,935	54,404	54,877	56,170	57,247	58,344	59,462	60,602	61,763	63,151	64,571	66,022	
Lrg Cons	RH590	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DSL & Auth Use	RH590	110,712	112,221	112,638	113,056	113,476	113,897	114,320	115,215	116,116	117,025	117,940	120,615	121,320	122,031	122,749	123,474	124,206	125,551	126,914	128,293	
<b>SH370</b>																						
Single Family Residential	SH370	24,953	25,659	26,125	26,601	27,085	27,578	28,079	28,367	28,657	28,950	29,247	29,982	30,150	30,319	30,489	30,660	30,832	31,286	31,747	32,215	
Multi-Family Residential	SH370	10,370	10,663	10,857	11,055	11,256	11,461	11,669	11,789	11,909	12,031	12,154	12,460	12,530	12,600	12,671	12,742	12,813	13,002	13,194	13,388	
Commercial	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Industrial	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Irrigation	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lrg Cons	SH370	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DSL & Auth Use	SH370	5,991	6,160	6,272	6,386	6,502	6,621	6,741	6,810	6,880	6,950	7,021	7,198	7,238	7,279	7,319	7,361	7,402	7,511	7,622	7,734	
<b>TH270</b>																						
Single Family Residential	TH270	344	347	347	347	347	347	347	347	347	347	352	352	352	352	352	352	352	352	352	352	
Multi-Family Residential	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Commercial	TH270	14,517	16,381	18,303	20,450	22,850	25,531	28,526	29,419	30,340	31,290	32,270	33,771	35,108	36,498	37,943	39,446	41,007	42,362	43,762	45,208	
Industrial	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Government	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Irrigation	TH270	3,473	3,919	4,379	4,893	5,467	6,108	6,825	7,038	7,259	7,486	7,721	8,080	8,399	8,732	9,078	9,437	9,811	10,135	10,470	10,816	
Lrg Cons	TH270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DSL & Auth Use	TH270	3,109	3,502	3,905	4,357	4,861	5,4															

Table F4.C MDD Projections - High

Pressure Zone	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
<b>City-Wide (mgd)</b>	16.7	17.2	17.5	17.8	18.1	18.4	18.7	18.8	19.0	19.2	19.3	19.7	19.9	20.0	20.2	20.3	20.5	20.7	21.0	21.3	21.5	
<b>City-Wide</b>	16,728,880	17,183,542	17,500,220	17,827,124	18,116,701	18,405,646	18,701,664	18,849,122	18,998,982	19,151,316	19,306,200	19,722,107	19,869,859	20,019,850	20,172,141	20,326,795	20,483,879	20,736,430	20,995,431	21,261,144	21,533,841	
<b>Single Family Residential</b>	4,905,986	5,037,291	5,121,942	5,208,462	5,296,898	5,387,294	5,479,698	5,527,116	5,575,002	5,623,361	5,672,198	5,805,836	5,836,174	5,866,675	5,897,338	5,928,166	5,959,159	6,006,808	6,054,894	6,103,419	6,152,390	
<b>Multi-Family Residential</b>	3,445,651	3,535,574	3,592,677	3,651,038	3,710,689	3,771,658	3,833,979	3,859,790	3,885,820	3,912,070	3,938,542	4,023,675	4,045,056	4,066,554	4,088,168	4,109,899	4,131,749	4,157,096	4,182,655	4,208,428	4,234,417	
<b>Commercial</b>	2,132,131	2,194,004	2,235,892	2,278,915	2,323,128	2,368,591	2,415,368	2,438,034	2,461,250	2,485,039	2,509,422	2,571,774	2,605,041	2,639,000	2,673,672	2,709,077	2,745,240	2,813,350	2,883,753	2,956,552	3,031,853	
<b>Industrial</b>	368,022	378,939	386,395	394,030	401,852	409,865	418,075	421,110	424,190	427,315	430,487	440,097	446,273	452,604	459,096	465,754	472,584	481,462	490,507	499,723	509,112	
<b>Government</b>	181,328	186,576	190,110	193,724	197,421	201,203	205,071	207,256	209,494	211,786	214,136	219,735	222,820	225,972	229,191	232,480	235,840	242,528	249,472	256,683	264,174	
<b>Irrigation</b>	1,748,848	1,800,620	1,836,035	1,872,413	1,909,792	1,948,216	1,987,730	2,012,692	2,038,373	2,064,804	2,092,016	2,151,284	2,183,364	2,216,167	2,249,716	2,284,034	2,319,145	2,378,402	2,439,812	2,503,472	2,569,488	
<b>Lrg Cons</b>	1,521,226	1,558,924	1,599,638	1,643,609	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	
<b>DSL &amp; Auth Use</b>	2,425,688	2,491,614	2,537,532	2,584,933	2,626,922	2,668,819	2,711,741	2,733,123	2,754,852	2,776,941	2,799,399	2,859,705	2,881,129	2,902,878	2,924,960	2,947,385	2,970,162	3,006,782	3,044,337	3,082,866	3,122,407	
<b>Peaking Factor</b>	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
<b>VLV196</b>																						
Single Family Residential	VLV196	359,763	369,968	376,740	383,636	390,658	397,808	405,089	406,426	407,766	409,111	410,461	417,884	419,785	421,694	423,613	425,540	427,476	428,504	429,534	430,567	431,602
Multi-Family Residential	VLV196	650,239	668,684	680,924	693,387	706,078	719,002	732,163	734,578	737,001	739,432	741,871	755,288	758,723	762,175	765,642	769,125	772,624	774,482	776,344	778,211	780,083
Commercial	VLV196	1,374,953	1,410,013	1,431,819	1,453,961	1,476,446	1,499,279	1,522,465	1,528,224	1,534,005	1,539,809	1,545,634	1,574,345	1,586,657	1,599,065	1,611,570	1,624,174	1,636,875	1,667,028	1,697,736	1,729,010	1,760,859
Industrial	VLV196	308,088	315,944	320,830	325,791	330,830	335,946	341,141	342,432	343,727	345,027	346,333	352,766	355,525	358,305	361,107	363,931	366,777	373,534	380,414	387,422	394,559
Government	VLV196	86,740	88,952	90,328	91,725	93,143	94,584	96,046	96,410	96,774	97,140	97,508	99,319	100,096	100,879	101,668	102,463	103,264	105,166	107,104	109,076	111,086
Irrigation	VLV196	711,458	729,600	740,883	752,340	763,975	775,790	787,787	790,767	793,759	796,761	799,776	814,632	821,003	827,423	833,894	840,415	846,988	862,590	878,480	894,662	911,142
Lrg Cons	VLV196	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000
DSL & Auth Use	VLV196	736,234	751,823	761,720	771,780	782,005	792,397	802,959	805,358	807,766	810,182	812,608	824,928	829,602	834,308	839,049	843,823	848,632	858,350	868,238	878,301	888,542
<b>WH300</b>																						
Single Family Residential	WH300	61,443	62,346	62,643	62,941	63,241	63,543	63,845	64,338	64,834	65,335	65,839	67,325	67,612	67,901	68,191	68,482	68,775	69,439	70,109	70,786	71,469
Multi-Family Residential	WH300	74,953	76,055	76,417	76,781	77,147	77,515	77,884	78,485	79,090	79,701	80,316	82,128	82,479	82,831	83,185	83,541	83,897	84,707	85,525	86,351	87,184
Commercial	WH300	21,377	21,617	21,647	21,676	21,705	21,735	21,764	21,780	21,796	21,812	21,828	22,166	22,326	22,488	22,650	22,813	22,978	24,771	26,703	28,786	31,032
Industrial	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WH300	2,790	2,821	2,825	2,829	2,833	2,836	2,840	2,842	2,844	2,846	2,849	2,893	2,914	2,935	2,956	2,977	2,999	3,233	3,485	3,757	4,050
Lrg Cons	WH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	WH300	27,230	27,616	27,733	27,851	27,970	28,089	28,209	28,397	28,587	28,779	28,971	29,596	29,734	29,874	30,014	30,156	30,297	30,891	31,514	32,168	32,856
<b>WH495</b>																						
Single Family Residential	WH495	143,586	145,808	146,614	147,426	148,241	149,062	149,886	151,356	152,840	154,339	155,852	159,700	160,113	160,526	160,941	161,357	161,774	163,267	164,774	166,295	167,830
Multi-Family Residential	WH495	899	913	918	923	928	933	938	948	957	966	976	1,000	1,002	1,005	1,008	1,010	1,013	1,022	1,032	1,041	1,051
Commercial	WH495	2,324	2,570	2,814	3,081	3,374	3,695	4,046	4,324	4,622	4,940	5,280	5,726	5,965	6,213	6,472	6,742	7,022	7,022	7,022	7,022	7,022
Industrial	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WH495	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lrg Cons	WH495	471,226	508,924	549,638	593,609	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
DSL & Auth Use	WH495	104,813	111,627	118,711	126,352	127,624	127,819	128,019	128,317	128,621	128,930	129,246	129,979	130,090	130,202	130,317	130,434	130,552	130,807	131,064	131,324	131,586
<b>WTH300</b>																						
Single Family Residential	WTH300	117,541	119,198	119,696	120,196	120,698	121,202	121,708	123,578	125,477	127,406	129,363	133,287	133,756	134,227	134,699	135,173	135,649	137,424	139,223	141,044	142,890
Multi-Family Residential	WTH300	2,466	2,500	2,511	2,521	2,532	2,542	2,553	2,592	2,632	2,673	2,714	2,796	2,806	2,816	2,826	2,835	2,845	2,883	2,920	2,959	2,997
Commercial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Government	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Irrigation	WTH300	2,782	2,810	2,810	2,810	2,810	2,810	2,810	2,810	2,810	2,810	2,810	2,851	2,851	2,851	2,851	2,851	2,851	2,851	2,851	2,851	2,851
Lrg Cons	WTH300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSL & Auth Use	WTH300	20,824	21,115	21,202	21,288	21,375	21,462	21,550	21,874	22,203	22,537	22,876	23,562	23,643	23,725	23,806	23,889	23,971	24,278	24,590	24,905	25,225

Appendix I  
KING COUNTY WATER RECLAMATION  
EVALUATION CHECKLIST







King County

## Water Reclamation Evaluation Checklist For Systems with 1,000 or more Connections

The County and State recognize that changing conditions could initiate a need to respond in new ways to future water quality standards, wastewater discharge requirements, take advantage of advances in treatment technologies and/or allow our region to be positioned to respond to changes associated with climate change and population growth.

In 2003, Chapter 90.46 of the Revised Code of Washington (RCW) was amended to require public water systems serving 1,000 or more connections to evaluate opportunities for reclaimed water when completing their water system plans. Please use this checklist to meet King County consistency requirements in responding to this legislation.

**Water System Name:** City of Renton

**Date:** December 21, 2018

**PWS ID#** 71850L

**Contact:** Katie Nolan, Water Utility Engineer; knolan@rentonwa.gov

*Please use this checklist, including the inventory template, to ensure that your water system plan includes sufficient information about opportunities for reclaimed water and your system's efforts to develop those opportunities. If a question is not applicable or the information is unavailable, then answer, "unknown" or "n/a." King County will consider the checklist completed if each answer is filled in with the best available information, even if the utility states that it is not aware of any reclaimed water opportunities within its service area.*

**1. Identifying Potential Future Demand for Reclaimed Water:** King County maintains a database and map of potential reclaimed water users for evaluating future projects. Please use the template below, or similar table, to provide information to assist King County in further researching these potential uses.

• **Large Utility Water Users** (choose one):

Attached is an inventory of twenty large (above 20,000 gallons/month on average), non single-family residential, water users served by our utility that have a potential for reclaimed water use, or

Attached is an inventory of our utility's top twenty water users, or

The information requested is unknown or not available.

Additional Comments: 2017 Total Consumption by Top 20 Largest Water Users is provided on Page 3

• **Large Self Suppliers** (choose one):

Attached is an inventory of large, self-supplied water users within our water utility's service boundaries - especially those near wastewater treatment plants, mainlines, outfalls, and pump stations or similar reclaimed water facilities), or

The information requested is unknown or not available.

Additional Comments: 1 Large Self Supplier: COR Maplewood Golf Course - uses its own well for irrigation

• **Other** (choose one):

Attached is an inventory of other water users (such as those that are clustered near one another and could be served by a single system) that may be likely candidates for reclaimed water use, or

The information requested is unknown or not available.

Additional Comments: There are 4 Large Users near the KC Reclaimed Water Facility - see note on Page 3

Other potential candidates are located in the Commercial/Industrial area located south of KC Reclaimed Water Facility (South Plant). We can provide electronic files of meter locations and associated consumption.

2. **Environmental Commitment:** Are you a city/town, or providing water service to a city/town, that has made commitments within resource management plans, salmon recovery plans, or other environmental initiatives for which there is a potential opportunity for using reclaimed water to assist in meeting commitments? (choose one)

Yes, here are plans that have potential for reclaimed water use in our service area to meet the above commitments:  
Water System Plan

The information requested is unknown, not available.  
Additional Comments: \_\_\_\_\_

3. **Identifying Areas of Potential Use of Reclaimed Water for Environmental Benefit:**  
Below are *examples* of uses of reclaimed water **that comply with State, Federal and other reclaimed water environmental, health and safety standards**. All of these uses are currently in effect somewhere in Washington State. To the best of your knowledge, are any of these potential uses for reclaimed water applicable to your area?

**River Augmentation** (choose one):

Yes, our water rights are limited by instream flows. For more information, King County may contact:  
Renton's water rights are included in Appendix E of the Water System Plan  
Contact: Katie Nolan, Water Utility Engineer; knolan@rentonwa.gov

The information requested is unknown, or not available.  
Additional Comments: \_\_\_\_\_

**Groundwater Recharge** (choose one):

Yes, we withdraw water from an aquifer that is in a groundwater management area, or from a declining aquifer, where water levels may need to be replenished or to maintain aquifer storage. For more information, King County may contact:  
Contact: Katie Nolan, Water Utility Engineer; knolan@rentonwa.gov

The information requested is unknown, or not available.  
Additional Comments: \_\_\_\_\_

**Water Rights Mitigation** (choose one):

Yes, our area is pursuing, or planning to pursue, new or additional water rights, and there may be an opportunity to use reclaimed water for mitigation of those new water rights. For more information, King County may contact:  
\_\_\_\_\_

The information requested is unknown, or not available.  
Additional Comments: No plans for additional water rights. The City has a 60-year supply contract with Seattle Public Utilities.

**Potential Areas of Environmental Need** (choose one):

Yes, parts of our service area include potential environmental enhancement locations, such as wetlands enhancement, aquifer recharge, stream flow augmentation, that might be candidates for reclaimed water use. For more information, King County may contact:  
Katie Nolan, Water Utility Engineer; knolan@rentonwa.gov

The information requested is unknown, or not available.  
Additional Comments: We can provide maps of wetlands, aquifer capture zones, and streams within the Renton water service area.

4. **Local Reclaimed Water Legislation:** If water reclamation is mandated for this water system through local government agreement, contract, local regulations, ordinances, or other mechanisms, please provide a copy of the governing mechanism (choose one).

Yes, local legislation exists in our area in support of reclaimed water use. The following relevant legislation is attached (please list titles of documents):  
\_\_\_\_\_

No water reclamation legislation exists, or is known to exist, at a local level in our service area.

5. **Coordination with Local Wastewater Utility:** Include a brief description of your interactions with any wastewater or reclaimed water utility (King County or other) adjacent to your service area to evaluate any potential opportunities to develop reclaimed water (choose one).

Describe if applicable:  
Previously worked with King County and Boeing to examine the use of reclaimed water at the Boeing Longacres site. Reportedly, Boeing did not pursue use of reclaimed water because of contamination risk. **+**

None. Additional Comments: \_\_\_\_\_

**Template for  
Inventory of Water Users and Identification of Potential Reclaimed Water Users**

Site Owner or Site Name	Site Address (for general mapping purposes)	Estimated Annual Water Use	Water uses not requiring potable water <sup>1</sup>	Is this a Potential Reclaimed Water Customer?
King County South Plant	1200 Monster Road SW	106,577 CCF	Irrigation, wetlands	Current RW Facility
Boeing Plant	737 Logan Ave N	59,046 CCF	Industrial processing	Yes
Valley Medical Center	400 S 43rd Street	30,434 CCF	Toilets, laundry washing	Not Likely
Service Linen Supply	903 S 4th Street	27,805 CCF	Laundry washing	Not Likely
G&K Services	1001 SW 34th Street	27,520 CCF	Laundry washing	Not Likely
Kangley Rock & Recycling**	510 Monster Rd SW	18,612 CCF	Mixing and washing	Yes
IKEA	601 SW 41st Street	13,714 CCF	Commercial purposes	Not Likely
Hartung Glass	3351 East Valley Road	12,714 CCF	Cooling processes	Yes
Boeing Longacres Site**	1301 SW 16th St	11,820 CCF	Irrigation	Yes
Stoneway Concrete	915 Houser Way N	10,155 CCF	Mixing and washing	Yes
Reserve Apartments	1204 N 10th PI	9,687 CCF	Toilets, laundry washing	Not Likely
Sanctuary Apts Bldg 1	1205 N 10th PI	9,237 CCF	Toilets, laundry washing	Not Likely
Seattle Seahawks	12 Seahawks Way	8,557 CCF	Irrigation	Yes
Sheets Unlimited**	299 SW 27th St	8,107 CCF	Industrial processing	Yes
Kenworth Truck	1601 N 8th St	8,033 CCF	Irrigation	Yes
Rabanco Recycling**	501 Monster Road SW	7,881 CCF	Washing	Yes
Harrington Square Apts	950 Harrington Ave NE	7,785 CCF	Toilets, laundry washing	Not Likely
Talbot Rehab Center	4430 Talbot Rd S	7,765 CCF	Toilets, laundry washing	Not Likely
Sanctuary Apts Bldg 2	1203 N 10th PI	7,545 CCF	Toilets, laundry washing	Not Likely
The Bristol I at Southport	1083 Lake Washington Blvd N	6,690 CCF	Toilets, laundry washing	Not Likely

<sup>1</sup> See Washington State Reclamation and Reuse Standards, September 1997, Section 1, Articles 1-5 for allowable uses of reclaimed water.  
<http://www.ecv.wa.gov/PROGRAMS/WQ/reclaim/standards.html>

**\*\*Potential Reclaimed Water User located near the King County South Plant. Site is located within 1 mile of King County's Reclaimed Water Distribution System.**



Appendix J  
UPDATES OF THE WELLHEAD PROTECTION  
PROGRAM



**PACIFIC** groundwater **GROUP**

**CITY OF RENTON  
WELLHEAD PROTECTION PLAN UPDATE  
CONTAMINANT SOURCE INVENTORY REPORT**

**February 7, 2019**



**CITY OF RENTON  
WELLHEAD PROTECTION PLAN UPDATE  
CONTAMINANT SOURCE INVENTORY REPORT**

*Prepared for:*

**City of Renton  
1055 South Grady Way  
Renton, Washington 98057**

*Prepared by:*

**Pacific Groundwater Group  
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206.329.0141  
[www.pgwg.com](http://www.pgwg.com)**

*February 7, 2010*

*JE1801*

*Renton\_CSI\_2018 v3*

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## TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION</b> .....	<b>1</b>
<b>2.0</b>	<b>BACKGROUND</b> .....	<b>1</b>
2.1	AQUIFER PROTECTION AREA BACKGROUND .....	2
<b>3.0</b>	<b>WELLHEAD PROTECTION AREA DELINEATION UPDATES</b> .....	<b>3</b>
<b>4.0</b>	<b>CONTAMINANT SOURCE INVENTORY &amp; RISK ASSESSMENT</b> .....	<b>4</b>
4.1	DATA SOURCES .....	5
4.2	CURRENT LAND USE AND ZONING .....	5
4.3	CONTAMINANT SOURCES.....	6
4.3.1	<i>Contaminant Sources with Known Releases</i> .....	7
4.3.2	<i>Potential Sources</i> .....	7
4.4	WINDSHIELD SURVEY FINDINGS.....	16
4.5	WHPA NOTIFICATION LETTERS .....	16
<b>5.0</b>	<b>REFERENCES</b> .....	<b>17</b>

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## TABLES

Table 1:	Summary of Land Use Types of Concern
Table 2:	Summary Data for Parcels of Possible Elevated Risk within Renton Wellhead Protection Areas
Table 3:	Summary of Environmental Sites of Potential Concern within Wellhead Protection Capture Zones
Table 4:	Active Hazardous Materials Sites in Renton WHPAs
Table 5:	Distribution of Septic Systems within City of Renton WHPAs
Table 6:	Distribution of Home Heating Oil Tanks within City of Renton WHPAs
Table 7:	Visited Windshield Survey Cleanup Sites

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## FIGURES

Figure 1:	City of Renton 2018 Wellhead Protection Area Capture Zones
Figure 2:	Zoning and Parcels of Possible Elevated Risk Within Renton WHPAs
Figure 3:	Zoning and Parcels of Possible Elevated Risk Within Downtown WHPA
Figure 4:	Potential Contaminant Sources within City of Renton WHPAs
Figure 5:	Potential Contaminant Sources within City of Renton Downtown WHPA

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## APPENDICES

Appendix A:	FSID Interaction Type and Groundwater Risk Identification
Appendix B:	WHPA No Further Action Site Table
Appendix C:	Environmental Sites Information
Appendix D:	Notification Letters

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## LIST OF ACRONYMS

APA	Aquifer Protection Area
BGS	Below Ground Surface
CEC	Contaminant of Emerging Concern
CSI	Contaminant Source Inventory
EPA	Environmental Protection Agency
DOH	Washington State Department of Health
FSID	Facility Site Identification Database
GIS	Geographic Information System
LUST	Leaking Underground Storage Tank
MCL	Maximum Contaminant Level
NFA	No Further Action
Qa	Annual Water Right Quantity
Qi	Instantaneous Water Right Quantity
SSA	Sole Source Aquifer
UST	Underground Storage Tank
WAC	Washington Administrative Code
WSDOT	Washington Department of Transportation
WHPA	Wellhead Protection Area
WHPP	Wellhead Protection Plan

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## SIGNATURE

This report, and Pacific Groundwater Group's work contributing to this report, were reviewed by the undersigned and approved for release.



J. GLENN MUTTI-DRISCOLL

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**Glenn Mutti-Driscoll**  
Hydrogeologist  
Washington State Hydrogeologist No. 2832

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## 1.0 INTRODUCTION

This report summarizes contaminant risks to groundwater supplies for the City of Renton (City). Information presented in this report supports an update of the City's Water System Plan currently being prepared by Carollo Engineers. This report is an update to the City's prior Wellhead Protection Plan (WHPP) and its purpose is to document known or suspected contaminant sites or sources within the City's Wellhead Protection Areas (WHPAs), and to help the City understand the risks posed by these sources. Elements of this report were developed following the Washington State Department of Health (DOH) guidelines for Wellhead Protection Programs (DOH, 2010).

This report documents the results of the Contaminant Source Inventory (CSI) update performed. This includes updates to the City's WHPAs, results from a "windshield survey" performed by the City and PGG, and example letters to be sent to businesses and property owners within the City's WHPAs.

This work was performed, and this report prepared, in accordance with generally accepted hydrogeologic practices at this time and in this area for the exclusive use of the City of Renton for specific application to the study area. No other warranty, express or implied, is made.

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## 2.0 BACKGROUND

The City of Renton is located in King County, Washington, and has four distinct water sources which include: the Downtown wellfield, the Maplewood wellfield, Springbrook Springs, and Well PW-5A (**Figure 1**). Each water source comes from separate aquifers that are summarized below.

The Downtown wellfield draws its water from the deltaic portion of the Cedar Valley Alluvial Aquifer (from herein referred to as the deltaic aquifer), which has been designated as a Sole Source Aquifer (SSA) by the EPA since 1988. A SSA designation indicates that an aquifer supplies at least 50 percent of the water for its service area and there is no reasonable alternative drinking water source that exists should the aquifer become contaminated<sup>1</sup>. The deltaic aquifer near the Downtown wellfield is composed of course-grained sands and gravels and has an average aquifer thickness of approximately 70 feet. The average depth to groundwater is roughly 23 feet below ground surface (bgs) at the Downtown wellfield. Fine-grained sediments (silts and clays) or local bedrock were observed beneath the aquifer at the City production wells. Deposits overlying the deltaic aquifer are composed of silt, sand, and gravel; however, no confining layer exists above the aquifer and it is therefore more vulnerable to contamination than other water supply aquifers in the Renton area. Confining layers can retard the downward flow of contaminants, and thus act as protective layer overlying an aquifer.

The Maplewood wellfield draws its water from the Maplewood Production Aquifer, which is a deep sand and gravel aquifer separated from the surficial aquifer by a leaky

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<sup>1</sup> With a SSA designation, the EPA reviews projects located in the SSA area that will receive federal funding to ensure that projects do not contaminate the SSA.

aquitard. The production wells at Maplewood are screened at depths between 284 and 344 feet bgs.

Water discharged at Springbrook Springs is sourced from a sand and gravel aquifer underlying a thick sequence of glacial till. Water from the springs is collected in two infiltration galleries, which convey the water into transmission lines. The springs exhibit a delayed response to seasonal precipitation (City of Renton and Carrollo Engineers, 2012), which suggests that the overlying till acts as a protective fine-grained unit above the aquifer.

Well PW-5A is completed in a deep sand and gravel aquifer zone located approximately 280 to 390 feet bgs. Stratified glacial deposits of fine-to-coarse sand and gravel layered with silt and clay exist above this aquifer. Few other wells are completed to this depth in the Well PW-5A area, and therefore the local extent and thickness of the aquifer is poorly characterized. The Well PW-5A aquifer potentially is connected to the Maplewood Production Aquifer (PGG, 1994a), but an in-depth evaluation of this connection has not been performed.

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## 2.1 AQUIFER PROTECTION AREA BACKGROUND

In 1988, the City created an Aquifer Protection Program with the intent of safeguarding the groundwater supply sources within the City. Because the City developed this program prior to DOH's Wellhead Protection Program, the City defined its program around "Aquifer Protection Areas" (APAs) rather than WHPAs. Different APA zones were delineated relative to the amount of contamination risk associated with an aquifer, with Zone 1 having the highest level of associated risk, followed by Zone 1 Modified and then Zone 2. In 1992, the City passed an Aquifer Protection Ordinance to limit the storage and handling of hazardous material in the APAs. As part of the Aquifer Protection Program, a significant amount of public outreach and education occurred to familiarize elected officials and citizens with the APA concept, where they exist, and land use restrictions associated with them.

In 1994 the Renton Groundwater Model was created (PGG, 1994a; 1994b), which delineated the Downtown and Maplewood wellfield capture zones based on the best available hydrogeologic data at the time.

During the last planning period, the City redefined the extent of the APAs to be consistent with the delineated capture zones in the most current water system plan. The current APAs are defined as follows:

- **APA Zone 1:** Downtown wellfield 1-year WHPA
- **APA Zone 1 Modified:** 1-year WHPA for all other sources
- **APA Zone 2:** 5-year and 10-year WHPAs for all water sources

Based on the historical education and outreach efforts previously performed, the City continues to refer to the Aquifer Protection Program in its outreach materials, rather than a Wellhead Protection Program (as termed by the DOH). Because this report is intended to meet DOH criteria for a Wellhead Protection Plan update, the term Wellhead Protec-

tion Area (or WHPA) will be used to describe time of travel capture zones (rather than APA zones).

### 3.0 WELLHEAD PROTECTION AREA DELINEATION UPDATES

City WHPAs were previously updated in 1998 by PGG (1998) and have not been revised since. In 1998, each of the City’s four water sources had WHPAs delineated for their 1-, 5-, and 10-year time of travel capture zones. As part of the 2018 WHPP update, the City requested that 6-month capture zones be delineated, and that updated Maplewood pumping rates be applied based on treatment limitations at the Maplewood Treatment Plant. The following table lists the pumping rates used for the 2018 capture zone delineation update, while **Figure 1** shows the extent of the updated capture zones.

Source	WHPA	2018
Well RW-1	Downtown	2,200
Well RW-2	Downtown	2,200
Well RW-3	Downtown	2,200
Well PW-8	Downtown	3,500
Well PW-12	Maplewood	1,600
Well PW-11	Maplewood	0
Well PW-17	Maplewood	1,500
Springbrook Springs	Springbrook Springs	1,050
Well PW-5A	Well PW-5A	1,438

Details regarding the updated pumping rates used and the method of delineation are listed below:

- **Downtown WHPA:** Pumping rates for the Downtown wellfield wells were updated from their annualized annual water right quantity ( $Q_a$ ) to their instantaneous water right quantity ( $Q_i$ ) for delineation of the 6-month capture zone. The new 6-month capture zone was delineated using the Renton Groundwater Model (PGG, 1994a; 1994b). The 1-, 5-, and 10-year capture zones for the Downtown wellfield were not updated, however it should be noted that greater uncertainty exists where the capture zones extend under the uplands because the Renton Groundwater Model was calibrated only to water levels in the deltaic and Maplewood Production aquifers.
- **Maplewood WHPA:** Pumping from the Maplewood wellfield was updated to reflect current usage, and therefore in addition to delineating a 6-month capture zone, the 1-, 5-, and 10-year capture zones were re-delineated. The Maplewood wellfield pumping rates were adjusted to account for the limiting water treatment capacity of 3,000 gpm at the Maplewood Treatment Plant. Typically, only one Maplewood well is actively pumping at a time, but as a conservative approach the 2018 capture zones were delineated using the  $Q_i$  available at PW-12 and PW-17 for a total wellfield pumping rate of



3,100 gpm. Capture zones were delineated using the Renton Groundwater Model (PGG, 1994a; 1994b). It should be noted that greater uncertainty exists where the capture zones extend under the uplands because the Renton Groundwater Model was calibrated only to water levels in the deltaic and Maplewood Production aquifers. Additionally, the southernmost fingers of the Maplewood 5- and 10-year capture zones extended up to 0.8 miles outside of the model domain. In this area, the capture zones were approximated based on modeled groundwater flow velocities (from the Renton Groundwater Model immediately adjacent to the area) and oriented similar to the known extent of a subsurface bedrock valley.

- Springbrook Springs WHPA: The Springbrook Springs 6-month capture zone was delineated based on the  $Q_i$  of the springs. The new capture zone was defined in same manner as the previous 1-, 5-, and 10-year capture zone, which used the Darcy equation with local values for aquifer thickness (50 ft), hydraulic conductivity (75 ft/day), the hydraulic gradient (0.028 ft/ft)<sup>2</sup>, and an assumed aquifer porosity of 0.25 (PGG, 1998). The 1-, 5-, and 10-year capture zones for Springbrook Springs were not updated as part of this work.
- Well PW-5A WHPA: The 6-month capture zone delineated for Well PW-5A is based on its annualized  $Q_a$  quantity and defined using the calculated fixed radius method. This is the same way in which the 1-, 5-, and 10-year capture zones were previously delineated (PGG, 1998). For this calculation, the observed screen length (105.5 ft) and an assumed aquifer porosity (0.22) were used.

Capture zones presented in **Figure 1** are plotted in two dimensions, while in reality they occur in the subsurface in three dimensions. The two-dimensional delineation of the Downtown WHPA is likely representative of what is occurring in three dimensions because the deltaic aquifer is not overlain by a shallower aquifer. For the Maplewood WHPA, the 6-month and 1-year capture zones predominately capture water from the deep Maplewood Production aquifer, while the 5- and 10-year capture zones capture significant quantities of water from both the deep and shallow aquifers. Compared to the deltaic aquifer, this suggests that the Maplewood Production aquifer will be less sensitive to land use immediately above its 6-month and 1-year capture zones because the water captured by the production wells is mostly from the deep Maplewood Production aquifer rather than from the shallow water table aquifer (as occurs at the Downtown wellfield). The capture zone delineation methods for Well PW-5A and Springbrook Springs are two-dimensional, and therefore the occurrence of capture in three dimensions from multiple aquifers at these sources has not been further evaluated.

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## 4.0 CONTAMINANT SOURCE INVENTORY & RISK ASSESSMENT

The following sections present an inventory of confirmed and potential sources of contamination located within the updated WHPAs and an evaluation of risks associated with these sources.

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<sup>2</sup> The hydraulic gradient used by PGG (1998) for areas one mile or greater from Springbrook Springs was 0.01 ft/ft, and therefore the 5- and 10-year capture zones were delineated slightly differently from the existing 1-year and newly defined 6-month capture zones.

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## 4.1 DATA SOURCES

Potential contaminant risks that lie within the vicinity of the City's WHPAs were investigated and mapped primarily using data from two sources. The first source is a parcel database created by King County that contains information regarding land use, zoning, sewage handling, and the home heating source for parcels in the county. The second source is data obtained from the Washington State Department of Ecology's Facility / Site Identification (FSID) database, which includes state cleanup sites, federal superfund sites, hazardous waste generators, solid waste facilities and underground storage tanks (USTs). Supplemental information was also obtained from Ecology's Confirmed and Suspected Contaminated Sites database, their UST database, their Toxics Cleanup Program database, and data regarding dry cleaners from Puget Sound Clean Air Agency. Information from these sources was classified and plotted on GIS coverages to assess whether existing and potential contaminant sources were located within the vicinity of Renton's WHPAs<sup>3</sup>.

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## 4.2 CURRENT LAND USE AND ZONING

King County's database contains a description of the land use within each parcel in the study area. A GIS analysis and database query were used to identify land uses present in the City WHPAs that are thought to pose elevated risk to groundwater. Parcels where such land uses were identified were designated "parcels of possible elevated risk." **Table 1** summarizes County land use categories that are considered to be of concern (primarily based on potential contaminant sources identified by DOH (2010)) and **Table 2** summarizes the individual parcels with those categories within the WHPA.

**Figure 2** shows the distribution of zoning throughout the study area, and **Figure 3** provides a close-up of zoning in the Downtown WHPA. It also shows the parcels of possible elevated risk that occur within the City's capture zones as green cross-hatched areas. A summary of the distribution of parcels of possible elevated risk is presented in the table below. In total, 96 parcels of possible elevated risk were identified based on County land use screening codes. Parcels of possible elevated risk that fall within the various capture zones should be considered possible contaminant source locations, with parcels in shorter time of travel zones being more pressing to evaluate for risk management. However, given that some County land-use categories are quite broad, many of these parcels are likely not of significant hazard, and in general these parcels of possible elevated risk are of lower risk than sites with known or potential contaminant sources onsite as identified in Section 4.3.

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<sup>3</sup> Some locations from Ecology's FSID database were adjusted based on facility address, parcel information, and Google Earth imagery.

Travel Time (years)	Number of Parcels of Concern within WHPA			
	DT	MPW	SBS	5A
0.5	9	4	2	0
1	7	5	1	0
5	31	17	0	3
10	13	3	1	0

Current zoning information from the County’s GIS was also used to evaluate current and future land use in the study area. The following zoning categories are mapped on **Figures 2 and 3**:




- Industrial
- Commercial
- Residential
- Open Space

The Downtown WHPA is primarily zoned commercial, though residential and industrial are also major land use types. The most commonly zoned land use within the Maplewood WHPA is residential, followed by open space. In the Springbrook Springs WHPA, the predominant zoning type is residential, followed by commercial and open space. In the Well PW-5A WHPA, the predominant zoning type is residential, followed by open space. Areas zoned as commercial and industrial are the most likely to comprise threats to groundwater quality.

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### 4.3 CONTAMINANT SOURCES

**Table 3** summarizes known environmental sites of potential concern within the Renton WHPAs. As mentioned in the previous section, these sites of potential concern are considered of higher risk than the parcels of possible elevated risk listed in **Table 2**. In total, 85 active contaminant sources of potential concern to the water supply were identified within Renton’s WHPAs. These sites were identified using Ecology’s FSID database. The FSID entries for the Renton area were sorted based on their interaction type, and sites with relevant interaction types were flagged and mapped. Appendix A lists the FSID interaction types that may pose risks to groundwater. Mapped site locations were then verified (and in some cases updated) using a Google Maps address search. **Figures 4 and 5** display the location of each of these sites and indicates through the location symbols which types of activities or risk are associated with each site. Each site marker has three pie slices which indicate the type of activities actively associated with the site as follows:

-  Underground Storage Tank (UST) or Leaky Underground Storage Tank (LUST)
-  Cleanup Site (State Cleanup or Voluntary Cleanup)
-  Hazardous Material Generator or Handler

Any combination of the three indicators is possible. Sites with ongoing cleanup actions have a red circle surrounding the pie to emphasize the risk associated with these facilities.

Site markers without any pie slices filled in indicate the facility is tracked in Ecology’s facilities database, and the facility type is considered to have risk to groundwater, but the facility is not a cleanup site, a hazardous materials handler, nor does it have registered underground storage tanks.

Numerous sites in the Renton area previously were tracked as cleanup sites but have received a No-Further-Action (NFA) determination from Ecology. A NFA letter signifies the site cleanup efforts have met standards in WAC 173-340 and the site does not pose a threat to human health of the environment. Though effective remedial actions have occurred at these sites, residual contaminants that may be present could be mobilized if remedial controls (such as impermeable coverings) are disrupted due to neglect or redevelopment. Therefore, the City should consider continued tracking of NFA sites so that when there is a proposed development on a NFA site, additional review occurs (in the form of reviewing environmental covenants and/or final closure documents for the site) as part of granting a building permit to ensure that the new land use does not inadvertently mobilize residual contaminants. In total, 79 NFA sites are present in the Renton WHPAs and are listed in Appendix B.

#### 4.3.1 Contaminant Sources with Known Releases

**Table 3** includes 30 confirmed sites with known active contaminant releases occur in Renton’s WHPAs. Active contaminant release sites are shown on **Figures 4 and 5** with a red circle surrounding their respective contaminant pie. Because the majority of these sites have confirmed groundwater contamination, they pose a higher level of risk to Renton groundwater quality than any other sites identified in this report. Additional information from the Department of Ecology for each active cleanup site tracked by Ecology is provided in Appendix C.

Some sites listed on **Table 3** currently handle hazardous materials or have UST, but previously were cleanup sites and have now received NFA letters from Ecology indicating that the site has been remediated. Where this has occurred, “No Further Action” will be listed under the “Cleanup Status” column on **Table 3**.

#### 4.3.2 Potential Sources

Potential contamination sources within the WHPAs and discussed in this section are based on Ecology’s FSID database, Ecology’s Underground Injection Control (UIC) database, and King County’s parcel database (which includes septic data and home heating oil tank data). The following potential contamination sources have been identified within capture zones for the Renton wells:

- Hazardous materials
- Underground storage tanks
- On-site septic systems
- Home heating oil tanks
- Stormwater
- Agriculture, golf courses, and parks
- Unused and improperly constructed wells
- Transportation corridors
- Pipeline spills

#### **4.3.2.1 Hazardous Materials**

The commercial use of chemicals poses a threat to groundwater quality, since chemicals can accidentally spill or be disposed of improperly. The likelihood of such releases from spills can be reduced by proper methods of handling, spill prevention measures, and emergency response strategies. Risk reduction strategies should target on-site handling and waste management practices. Improper disposal is likely the most common pathway for chemicals to be released into the environment. The following facility activity classifications were used to identify sites with hazardous material for this assessment:

FSID Activity Code	Definition
HWG	Facilities that generate any quantity of a dangerous waste. They may be classified as small, medium or large quantity generators (SQG, MQG, or LQG) depending on hazardous waste generated for a given month.
HWP	Under Chapter 173-307 WAC, facilities that report under Section 313 of the Emergency Planning/Community Right-To-Know Act (EPCRA), or that generate more than 2,640 pounds of hazardous waste per year, must prepare Pollution Prevention Plans.
HWOTHER	Facilities that are required to have a RCRA Site ID# but who do not generate and/or manage hazardous waste (XQG generator status). This includes transporters, used oil recycler's, and dangerous waste fuel marketers and burners.
HWTRNSFR	Transfer facility is a site, owned, leased or operated by a transporter of regulated hazardous waste shipments where any of the following occurs: 1) receives wastes from another transporter, 2) transfers wastes from one transport vehicle to another, 3) transfers waste from one container to another, and 4) stores waste within a vehicle or on property for 10 days or less. Examples of transfer facilities include a parking lot, warehouse, truck terminal, barge or steamship loading and unloading facility, or railroad spur loading or unloading facility.
HWTSDF	Facilities that treat store or dispose hazardous waste.
RSVP	The Hazardous Waste and Toxics Reduction Program engages in a variety of field work, site visits, and contacts with sites. While most compliance related activity is recorded into the EPA's RCRAInfo system, the other types of activities are recorded into the Revised Site Visit Program (RSVP).
TIER2	Businesses that store 10,000 pounds or more of a hazardous chemical or 500 pounds or less, depending on the chemical, of an extremely hazardous chemical on site at any one time must report annually. Reports are sent to the State Emergency Response Commission [represented by Ecology], Local Emergency Planning Committees, and local fire departments for emergency planning. [product, not waste]
TRI	Facilities in specific industries that manufacture, process or use more than the threshold amount of one or more of 600 listed toxic chemicals. Most threshold amounts are 10,000 or 25,000 pounds per year. Some chemicals have much lower thresholds.

The most significant threats to groundwater are related to the use and storage of solvents. Solvents are persistent and relatively mobile. A large plume of contamination can be created with a small quantity of solvent.

The FSID database indicates that there are 43 sites within the Renton WHPAs that are active and fall into one of the above hazardous material classifications. These are included in **Tables 3 and 4**, with **Table 4** further identifying the hazardous material classification for each site and whether the site has more than one hazardous material activity occurring

on it. The facility site index database does not indicate whether sites listed are large, medium, or small hazardous waste generators. One site presumably handling hazardous materials but not identified in Ecology database is the Puhich Dry Cleaner Site. This site was observed during the Windshield Survey (described below in Section 4.4) as having several new monitoring wells which suggests possible monitoring for PCE (the most common contaminant associated with dry cleaners). The site was therefore added to **Tables 3 and 4**. The City should contact the owners of Puhich Dry Cleaners to confirm this assumption.

#### 4.3.2.2 Underground Storage Tanks

Contamination in soil and groundwater caused by leaking USTs (“LUSTs”) is a major environmental, legal, and regulatory issue. Common causes of leaks are structural failure, corrosion, improper fittings, improper installation, damage, and natural phenomena. Although USTs are typically used to store flammable motor fuels or heating oils, they may be used for other compounds used by industry, government, or business.

Leakage from USTs and associated piping can often occur without detection. Even relatively small amounts of certain compounds can adversely impact groundwater quality. Once released from an UST, some petroleum products and volatile organic compounds can rapidly migrate to groundwater, a problem that is especially serious in areas with permeable soils or that directly overlie a water supply aquifer.

Of the many materials stored in USTs, solvents are considered the most toxic. However, petroleum products may pose a greater total risk because their use is far more prevalent. In addition, petroleum products contain many potential contaminants, including three EPA priority pollutants: benzene, toluene, and ethylbenzene. Benzene is a known human carcinogen.

**Figures 4 and 5** show the locations of USTs in the WHPAs. These sites were identified from Ecology’s UST site data and Toxics Cleanup Program database. Most of these sites exist in areas zoned industrial and commercial. Currently, 34 active USTs facilities located within the wellhead protection capture zones. Of the 34 active UST sites, there are 11 large facilities (>15,000 gallons total volume) in operations (**Table 3**). The tanks at these large facilities have been upgraded to standards developed in the mid-1990’s and include double-walled tanks and leak detection systems. In total, sixteen active LUST sites from the Ecology database are located within the WHPAs.

#### 4.3.2.3 On-Site Septic Systems

On-site septic systems pose a risk to groundwater where they are relatively high in density and/or where hazardous wastes are discharged to them. Potential contaminants from septic systems include pathogenic organisms (bacteria and parasites), toxic substances, contaminants of emerging concern (CECs), and nitrogen compounds.

The extent to which pathogens are transported in the subsurface away from a septic drain field depends on the type of pathogen and the chemical and physical conditions in the subsurface. In general, if a septic system is properly sited, constructed, and maintained, the transport of microorganisms will be limited. Household hazardous chemicals such as cleaners, polishes, waxes, and paints can be transported to groundwater via a septic sys-

tem. Some products contain toxic and persistent chemicals that can cause low-level contamination when coupled with a high density of septic systems. Homeowners may improperly apply or dispose of chemicals because they do not understand the threat they pose to groundwater quality. In some areas, business and commercial facilities use on-site septic systems for sewage disposal. Business, commercial, and industrial operations that utilize on-site systems need to take special precautions to avoid contamination of their wastewater.

Septic systems can also be sources of CECs, which generally are not hazardous chemicals, but can present in wastewater at low concentrations. CECs include pharmaceuticals, personal care products, food additives, cooking products, flame retardants, and various commercially and industrially used compounds. These compounds are not always removed by wastewater treatment plants or septic tanks, and therefore are often detectable in groundwater and surface water. Research into CECs and their potential impact to humans and the environment is ongoing and Ecology, DOH and EPA may periodically adjust their requirements as more becomes known about the risks posed by these contaminants.

Ammonia and nitrate are highly soluble in water and can be expected in detectable quantities wherever portions of an aquifer are affected by septic system discharges. Septic systems are a source of nitrate in groundwater throughout King County. Nitrate is regulated, since ingestion can result in methemoglobinemia, or “blue baby” syndrome. Other sources of nitrate include fertilizers, feedlots, and natural mineral deposits. Background concentrations of nitrate in groundwater are typically less than 1 milligram of nitrogen per liter (mg-N/L). Shallow wells typically are more susceptible to nitrate contamination since they are closer to surficial sources and less aquifer dilution occurs near the water table. The maximum contaminant level (MCL) for nitrate is 10 mg-N/L.

Most of the Renton area is served by sewer systems, however, residents in some local neighborhoods and streets within the WHPAs still rely on septic systems. The King County Assessor’s database indicates if a given property is served by a septic system. Properties with septic systems are plotted on **Figures 2 and 3**. **Table 5** summarizes the distribution of septic systems with the City’s WHPAs and indicates that a total of 1,075 properties within the City WHPAs are on septic systems. The greatest number of septic systems occurs in the Springbrook Springs WHPA, followed by the Maplewood WHPA and the Well PW-5A WHPA. Virtually no septic systems exist in the Downtown WHPA. A comparison of mapped septic parcels to land use zoning areas (**Figures 2 and 3**) suggests that no septic systems are located on properties zoned for commercial or industrial uses.

#### 4.3.2.4 Home Heating Oil Tanks

Data from the King County assessor’s office was obtained regarding the heat source of the primary building located on each parcel. Properties using heating oil were mapped as locations that most likely have home heating oil tanks on site and are shown in **Figures 2 and 3**. In total, 892 parcels with home heating oil tanks are located with the City WHPAs. Most of these parcels (333) are located in the Downtown WHPA, followed by Well PW-5A (275), Springbrook Springs (180), and Maplewood (104) WHPAs.

Home heating oil is a heavier mixture of hydrocarbons and is generally less soluble in water than gasoline. Home heating oil tank leaks are typically more localized than gaso-



line or diesel leaks from service stations since the tanks are significantly smaller and the hydrocarbon mixture is less mobile. Historically, no documented groundwater contamination has occurred in Renton due to home heating oil tank leaks (PGG, 2012). Therefore, based on the smaller quantities and lower mobility of home heating oil in the environment, the risk of contamination to production wells caused by home heating oil tank leaks is considered low, though future leaks causing contamination remain possible. Because the deltaic aquifer is relatively shallow, unconfined, and overlain by a dense distribution of home heating oil tanks, educational outreach to homeowners regarding home heating oil tank maintenance and spill cleanup procedures is recommended within the Downtown wellfield 1-year WHPA.

#### **4.3.2.5 Stormwater**

Stormwater (i.e., urban runoff) is produced when rainfall or other precipitation accumulates faster than it can evaporate, be used by plants, or infiltrate to the subsurface. Urban areas produce more runoff than rural areas because they have more impermeable surfaces, such as rooftops, driveways, streets, and highways. Even grass lawns can produce more runoff than forests and pasture.

Stormwater typically contains pollutants, such as sediment, nutrients, bacteria, oils and grease, metals, and other toxics. Many of these contaminants come from air pollution, motor vehicles, application of pesticides and fertilizers, soil erosion, and animal feces. Roofing materials have also been identified as a diffuse source of metals in runoff, particularly zinc (Good, 1993). In general, contaminant concentrations in urban stormwater are similar for all land uses, though slightly higher nitrate concentrations occur in residential areas and higher heavy metals concentrations occur in commercial areas. Concentrated sources of stormwater contamination may also occur if undiluted pollutants (e.g., fertilizer, gasoline, etc) are accidentally spilled or intentionally released and enter storm drains.

Stormwater contamination typically is of concern for surface water pollution because most urban runoff is directed to streams, lakes, and other water bodies with fish and other aquatic life that are highly sensitive to common stormwater contaminants. Infiltration of stormwater generally results in some contaminant treatment, but could still pose risks to groundwater quality depending on the types and concentrations of contaminants present in the stormwater.

#### **Potential Risk from Stormwater**

Concern over potential groundwater contamination from stormwater has been recognized by several governmental agencies in western Washington. Stormwater-related impacts to water quality are of particular concern in industrial, commercial, and high-density residential development areas, where runoff volumes can be large. Consequently, stormwater runoff from highways and roads can introduce contaminants such as EPA-priority pollutants (heavy metals and numerous organic compounds), pesticides/herbicides, and coliform bacteria into the groundwater system. Stormwater runoff from lawns and agricultural areas may also introduce nitrate, herbicides, pesticides, and bacterial contaminants.

## Stormwater Management in the Renton Area

Stormwater infiltration is prohibited in APA zone 1 and restricted in APA zone 2, and therefore much of the stormwater in Renton is routed to the Cedar River via dedicated a stormwater system. Surface water will generally convey stormwater contaminants outside of City WHPAs, though sediment deposition or local surface water-groundwater interactions may cause stormwater contaminants to locally remain within the WHPAs and/or enter groundwater. Given that the Cedar River is losing adjacent to the Downtown well-field, it is possible that dissolved contaminants within stormwater runoff could enter the City's water supply. Though stormwater contaminants would be greatly diluted in the Cedar River and further diluted in the deltaic aquifer, additional study of this potential contaminant pathway should be considered. Historically, no groundwater contamination attributed to stormwater has been identified at City water supply sources.

Drywells are stormwater handling facilities intended to infiltrate captured stormwater directly into the ground in a shallow well (as compared to a stormwater basin which allows infiltration and evaporation in a shallow depression). Ecology's UIC database was reviewed to identify the location of drywells within the City's WHPAs. Within the UIC database, 12 active drywells were identified. UIC drywell locations are shown in **Figures 2 and 3**. Drywells can provide a shortened pathway for contaminants present in stormwater to reach the uppermost aquifer. Stormwater that is infiltrated through drywells may receive less treatment and filtration than stormwater infiltrating through soils because of this. However, in some cases varying degrees of stormwater treatment may occur via bioswales or through engineered treatment vaults prior to infiltration through a drywell.

In addition to UICs identified by Ecology, 17 additional stormwater infiltration structure locations (provided by the City and King County) within the WHPAs are mapped in **Figures 2 and 3**. Infiltration basins can pose less of a threat to groundwater quality than dry wells since a greater thickness of sediments usually exist between the basin bottom and the water table. However, infiltration basins may infiltrate a larger quantity of water than dry wells, and therefore the relative risk of a dry well versus an infiltration basin should be evaluated on a case-by-case basis.

Lastly, Ecology's FSID database lists sites having general stormwater discharge permits, with categories that include large construction sites, industrial sites, municipal stormwater systems, and WSDOT facilities (listed in Appendix A). General stormwater discharge permits were not included with potential hazards sites based on the reasoning that all sites within a WHPA have stormwater draining to state waters, and therefore stormwater pollution risks are not limited to only large permitted sites.

### 4.3.2.6 Agriculture, Golf Courses, Parks, and Lawns

Fertilizers, pesticides, and herbicides are applied to residential lawns, commercial landscaping, agricultural lands, and landscaped areas adjacent to roads. If optimally applied, these chemicals pose little threat to groundwater, however, applications are commonly made incorrectly and groundwater contamination can result if agricultural chemicals are applied in exceedance of the agronomic rate. Excess nitrate from fertilizer will be carried in water infiltrating to the underlying groundwater system. Frimpter and others (1990) estimated that an average of 9 pounds of nitrate-N leached annually to groundwater from

each 5,000-square-foot lawn. Landscaping activities can also be the source of pesticides and herbicides.

Residential lawns and other landscaping occur throughout the Renton WHPAs. These are potential sources of nitrogen, pesticides and herbicides to the groundwater. The risk of groundwater contamination by these contaminants is moderate because much of the City's water supply aquifer is overlain by glacial till or confining layers, except for within the Downtown Wellfield WHPA.

Agricultural activities in the Renton WHPAs are limited, though some small farms are located in the Springbrook Springs WHPA in the vicinity of SE 196<sup>th</sup> St. The application of fertilizer and pesticides/herbicides in agriculture can potentially pose threats to groundwater quality.

Public parks, schools, and sports complexes were all identified within Renton WHPAs, and the application of fertilizers and pesticides/herbicides at these sites can negatively impact groundwater quality. Some of these parks are within wellfield 6-month time of travel zones (such as Liberty Park and Cedar River Park), and therefore the City should coordinate with the parks department on the use of chemicals at facilities in close proximity to wellfields.

The Maplewood Golf Course is located within the Maplewood wellfield 6-month WHPA, and is likely receiving fertilizer, pesticide, and/or herbicide applications. However, the Maplewood wellfield wells are deep (approximately 284 feet bgs to the top of the screened interval) and separated from the surficial aquifer by an aquitard. Historically, the wells have not had a nitrate-N concentration exceeding 0.5 mg/L. Therefore, the risk of nitrate or pesticide/herbicide contamination to the Maplewood wellfield wells is considered low.

#### **4.3.2.7 Unused, and Improperly Constructed Wells**

Improperly constructed or abandoned wells pose several potential problems. Unused wells that have not been properly decommissioned can provide a conduit between the ground surface and underlying aquifers. In wells with no surface seal, contaminants introduced near the wellhead can move downward outside the casing to underlying aquifers. Many older wells that were constructed before the implementation of the State's minimum well standards in WAC 173-160 in 1971 have no surface seal. Abandoned wells pose a special risk if they are left without a sealed cap because contaminants can be introduced directly into the aquifer. Unused wells also pose a risk when they are damaged during site redevelopment. Any of these situations can provide a conduit for contaminant movement. An inventory of abandoned wells in the study area is beyond the scope of this project.

#### **4.3.2.8 Transportation Spills**

Vehicles transporting hazardous material can be a source of groundwater contamination through accidents and resultant chemical spills. Hazardous materials are transported through Renton on a daily basis. The major transportation routes in the City WHPAs include:

- Interstate 405
- State Route 167/Valley Freeway
- State Route 169
- State Route 900
- State Route 515
- Rainier Avenue
- Grady Way
- Bronson Way/2<sup>nd</sup> Avenue
- Rail lines (primarily serving the Boeing facility)

All of these transportation corridors go through at least one of the City's WHPAs, with I-405 (the most heavily used route) present in both the Downtown and Well PW-5A WHPAs and is in very close proximity to those supply wells. Historically, a tanker truck overturn on I-405 in 1983 resulted in a relatively small spill (500 gallons) of petroleum product, some of which entered the Cedar River via storm sewer in the vicinity of the Downtown wellfield (PGG, 2012). A major spill along any of these routes could adversely impact groundwater pumped from these supply wells, particularly at the Downtown wellfield since it is shallow and lacks overlying aquitards.

Spill response plans are of critical importance in protecting the City's sources. Response planning should be coordinated between the City, first-responder emergency services (fire, police and state patrol), Ecology and DOH. A formal spill response plan should be regularly updated, and first-responder units should be provided with maps showing the City's APA and WHPA areas to help ensure proper coordination that will protect the water resources in the event of a spill.

#### 4.3.2.9 Pipeline Spills

Several large pipelines exist in the City's WHPAs and have historically had spills associated with them. Pipelines are also at risk to earthquake damage. **Figures 2 and 3** show the locations of the Olympic Pipeline and King County Sewer mainlines.

The Olympic Pipeline (OPL) crosses through the 1 year Maplewood wellfield WHPA and through a small portion of the Downtown wellfield 5 and 10 year WHPAs. In 1986 a failed block valve on the OPL caused approximately 80,000 gallons of petroleum product to leak from the pipeline, which was eventually discovered due to seepage into the Cedar River. Following the installation of over 50 monitoring wells and remediation using numerous air sparge and soil vapor extraction wells (PGG, 2012), the spill site was granted a NFA from Ecology in 2015.

In 2002, a large (42-inch diameter) sanitary sewer trunk line was punctured by a drill rig during construction along the Maple Valley Highway. Approximately 50,000 gallons of sewage and landfill leachate was spilled just north of Cedar River Park in the area between PW-9 and the Henry Moses Aquatic Center, which is within the 6-month WHPA for the Downtown wellfield. However, contaminant migration from this spill was limited

and was only detected in groundwater a few feet from the break and only for a few days following the break (PGG, 2012).

Smaller side sewer pipelines can also pose a potential contamination risk. In 1988 a side sewer line in Cedar River Park near PW-8 was unknowingly broken during the construction of the Renton Community Center, and for several months intermittent coliform hits were detected in nearby PW-8 (PGG, 2012). Though pipeline spills are relatively rare and historically have resulted from malfunctioning equipment or construction damage, if a leak is not identified quickly, the risk of aquifer contamination is greatly increased.

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#### 4.4 WINDSHIELD SURVEY FINDINGS

On November 28, 2018 City and PGG personnel performed a windshield survey of sites of interest identified by the City during review of the initial inventory results and those recommended by PGG as a result of our analysis. The sites fell into the following categories:

- High priority sites identified by the City
- Sites with ongoing contaminant cleanups
- Dry cleaners

In total, 30 sites meeting one of the above criteria were visited. Several additional lower priority sites in close proximity to these were also visited. Site names and addresses were confirmed or updated during this process, and general observations and the presence of observed monitoring wells were noted as part of the survey. Cleanup sites and dry cleaners visited during the windshield survey along with associated field notes are listed in **Table 7**. Based on the windshield survey, one additional site (Puhich Dry Cleaners, with map ID 70) was added to the list of sites of potential concern.

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#### 4.5 WHPA NOTIFICATION LETTERS

In an effort to protect and coordinate spill response planning within the City's WHPA, notification letters (which presents a WHPA map and describes appropriate procedures in the event of a spill) should be sent to the following entities:

- Parcels of Possible Elevated Risk within WHPAs (**Table 2**)
- Owners of Active Environmental Sites of Potential Concern within WHPAs (**Table D-1**). It should be noted that some overlap exists between **Table 2** and **Table D-1** sites for sites that were identified both as a possible hazard based on land use and a potential hazard based on Ecology data.
- Local Fire and Police Department
- Washington Department of Ecology

Copies of potential notification letters are provided in Appendix D.

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## 5.0 REFERENCES

- City of Renton and Carollo Engineers, 2012. Appendix L Wellhead Protection Plan *in* City of Renton Water System Plan Update 2012.
- Frimpter, M. H., J. J. Donohue, and M. V. Rapacz. 1990. A Mass Balance Nitrate Model for Predicting the Effects of Land Use on Ground-Water Quality, U.S. Geological Survey Open File Report 88-493.
- Good, J. C., 1993. Roof Runoff as a Diffuse Source of Metals and Aquatic Toxicity in Storm Water. *Water Science Technology*, 28(305):317-321.
- Pacific Groundwater Group, 1994a. Renton Groundwater Model Design, Development, and Calibration Final Draft Report. Consultant's report prepared for City of Renton, January, 1994.
- Pacific Groundwater Group, 1994b. Results of Capture Zone Delineation Using Particle Tracking Analysis. Consultant's letter report prepared for City of Renton, January 14, 1994.
- Pacific Groundwater Group, 1998. Capture Zone Delineation. Consultant's letter report prepared for City of Renton, 1998.
- PGG, 2012. Monitoring Well Prioritization and Repairs Phase II Report City of Renton. Consultants report submitted to the City of Renton November 28, 2012.
- Washington State Department of Health (WSDOH), 2010. Washington State Wellhead Protection Program Guidance Document. June 2010. DOH 331-018 (Revised)

**Table 1. Summary of Land Use Types of Concern**

<b>Land Use Item Code</b>	<b>Land Use Description</b>
104	Retail (Big Box)
122	Medical/Dental Office
130	Farm
137	Greenhouse/Nursery/Horticultural Services
138	Mining/Quarry/Ore Processing
142	Driving Range
143	Golf Course
161	Auto Showroom and Lot
163	Car Wash
168	Convenience Store with Gas
173	Hospital
179	Mortuary/Cemetery/Crematory
186	Service Station
190	Vet/Animal Control Service
194	Mini Lube
195	Warehouse
210	Industrial Park
216	Service Building
223	Industrial (General Purpose)
245	Industrial (Heavy)
246	Industrial (Light)
247	Air Terminal and Hangers
252	Mini Warehouse
266	Utility, Public
276	Historic Prop (Loft/Warehouse)
327	Open Space (Agricultural-RCW 84.34)
343	Gas Station

Notes:

Big box stores (land use item code 104) typically have large back up generators and require fuel storage (particularly stores with large freezer sections) that could result in spills if improperly handled. Lawn & garden supplies such as fertilizer bags also may be stored outside and could result in high nutrient concentrations in runoff.

Several general categories (including warehouse, industrial park, service building, mini warehouse, and historic warehouses) were included they may use or store hazardous chemicals.

**Table 2. Summary Data for Parcels of Possible Elevated Risk within Renton Wellhead Protection Areas**

Parcel Number	Property Name	Parcel Address	Land-Use Description	WHPA
720003003	Renton Salvation Army Food Bank	206 S TOBIN ST RENTON , WA 98057	Warehouse	DT 5 yr
720003201	AERO PLASTICS	61 SHATTUCK AVE S RENTON , WA 98057	Industrial(Gen Purpose)	DT 5 yr
720010107	SHELL & TACO BELL	300 RAINIER AVE S RENTON , WA 98057	Conv Store with Gas	DT 5 yr
720012608	FIRESTONE STORE	351 RAINIER AVE S RENTON , WA 98057	Auto Showroom and Lot	DT 5 yr
720017300	GOODYEAR TIRE STORE	207 S 3RD ST RENTON , WA 98057	Auto Showroom and Lot	DT 5 yr
720017607	Rebel Fitness	216 S TOBIN ST RENTON , WA 98057	Warehouse	DT 5 yr
720019900	SAFeway GAS SALES	112 S 3RD ST RENTON , WA 98057	Service Station	DT 5 yr
42205900402	SPRINGBOOK FARM	12801 SE 196TH ST , WA 98058	Farm	SBS 10 yr
52205904601	RESIDENCE & GARAGES	19401 102ND AVE SE RENTON , WA 98055	Greenhse/Nrsry/Hort Srvc	SBS 0.5 yr
52205908701	UYETA LANDSCAPE & MAINTENANCE	19605 106TH AVE SE RENTON , WA 98055	Farm	SBS 0.5 yr
72305900101	BOEING RENTON	737 LOGAN AVE N RENTON , WA 98057	Industrial(Heavy)	DT 5 yr
72305900705	RENTON AIRPORT	616 W PERIMETER RD RENTON , WA 98057	Air Terminal and Hangers	DT 1 yr
82305919704	PACCAR PARTS	480 HOUSER WAY N RENTON , WA 98057	Industrial Park	DT 5 yr
135230120507	WAREHOUSE	1655 N 4TH ST RENTON , WA 98057	Warehouse	DT 1 yr
135230122503	WAREHOUSE	1675 N 4TH ST RENTON , WA 98057	Warehouse	DT 5 yr
152305901406	MAPLEWOOD GOLF COURSE	4000 MAPLE VALLEY HWY RENTON , WA 98058	Golf Course	MPW 1 yr
152305916909	MAPLEWOOD GOLF COURSE		Golf Course	MPW 5 yr
162305901801	MAPLEWOOD GOLF COURSE		Golf Course	MPW 0.5 yr
162305904607	STATE OF WASH HWY DEPT	2631 NE 4TH ST RENTON , WA 98056	Warehouse	MPW 10 yr
162305904904	MAPLEWOOD GOLF COURSE		Golf Course	MPW 1 yr
162305906503	MAPLEWOOD GOLF COURSE		Golf Course	MPW 0.5 yr
162305912600	MAPLEWOOD GOLF COURSE		Golf Course	MPW 5 yr
172305902600	STONEWAY SAND & GRAVEL LAND	1915 MAPLE VALLEY HWY RENTON , WA 98057	Industrial(Heavy)	DT 0.5 yr
172305908599	MT OLIVET CEMETARY	100 BLAINE AVE NE RENTON , WA 98056	Mortuary/Cemetery/Crematory	DT 10 yr
172305910603	MT OLIVET CEMETARY		Mortuary/Cemetery/Crematory	DT 10 yr

Table 2. Summary Data for Parcels of Possible Elevated Risk within Renton Wellhead Protection Areas  
Renton WHPP Update



**Table 2. Summary Data for Parcels of Possible Elevated Risk within Renton Wellhead Protection Areas**

Parcel Number	Property Name	Parcel Address	Land-Use Description	WHPA
172305912906	SUNSET CARS	330 SUNSET BLVD N RENTON , WA 98057	Auto Showroom and Lot	DT 1 yr
182305903805	BOB BRIDGE TOYOTA	150 SW 7TH ST RENTON , WA 98057	Auto Showroom and Lot	DT 10 yr
182305904605	BOMA	620 S 7TH ST RENTON , WA 98057	Industrial(Light)	DT 5 yr
182305905602	WAREHOUSE	600 SMITHERS AVE S RENTON , WA 98057	Warehouse	DT 5 yr
182305906303	CAR CLUB INC	250 RAINIER AVE S RENTON , WA 98057	Auto Showroom and Lot	DT 5 yr
182305910008	Office Bldg under construction	60 SW SUNSET BLVD RENTON , WA 98057	Auto Showroom and Lot	DT 10 yr
182305913101	BROWN BEAR CAR WASH/CHEVRON		Car Wash	DT 10 yr
182305913309	BOB BRIDGE OLDSMOBILE	650 RAINIER AVE S RENTON , WA 98057	Auto Showroom and Lot	DT 5 yr
182305919801	WHSE/ OFFICE BUILDING (ASSOC W/9206)	325 BURNETT AVE N RENTON , WA 98057	Industrial(Gen Purpose)	DT 1 yr
182305921203	LITHIA DODGE CHRYSLER	560 HARDIE AVE SW RENTON , WA 98057	Auto Showroom and Lot	DT 5 yr
182305921302	MIDAS MUFFLERS	265 RAINIER AVE S RENTON , WA 98057	Auto Showroom and Lot	DT 5 yr
192305902103	RENTON HONDA		Auto Showroom and Lot	DT 10 yr
192305902509	RENTON COIL SPRING	423 S 7TH ST RENTON , WA 98057	Warehouse	DT 5 yr
192305903101	Car Pros Renton Honda	201 S 7TH ST RENTON , WA 98057	Auto Showroom and Lot	DT 5 yr
192305903507	SOUND FORD	750 RAINIER AVE S RENTON , WA 98057	Auto Showroom and Lot	DT 10 yr
192305904406	LES SCHWAB TIRES	710 RAINIER AVE S RENTON , WA 98057	Auto Showroom and Lot	DT 5 yr
192305905304	Walkers Renton Mazda	720 RAINIER AVE S RENTON , WA 98057	Auto Showroom and Lot	DT 10 yr
192305905403	CHEVRON EXTRA MILE	301 S GRADY WAY RENTON , WA 98057	Conv Store with Gas	DT 10 yr
192305906807	Sound Ford	200 S GRADY WAY RENTON , WA 98057	Auto Showroom and Lot	DT 10 yr
192305907003	ARCO AMPM	710 S GRADY WAY RENTON , WA 98057	Conv Store with Gas	DT 5 yr
192305909207	CAR WASH		Car Wash	DT 5 yr
192305909603	HYUNDAI OF RENTON	700 S GRADY WAY RENTON , WA 98057	Auto Showroom and Lot	DT 5 yr
192305910502	Discount Tire Store	361 S GRADY WAY RENTON , WA 98057	Auto Showroom and Lot	DT 10 yr
212305902307	MAPLEWOOD GOLF COURSE		Golf Course	MPW 0.5 yr
222305900300	MAPLEWOOD GOLF COURSE		Golf Course	MPW 5 yr
222305900805	MAPLEWOOD GOLF COURSE		Golf Course	MPW 1 yr
222305900904	MAPLEWOOD GOLF COURSE		Golf Course	MPW 5 yr

Table 2. Summary Data for Parcels of Possible Elevated Risk within Renton Wellhead Protection Areas  
Renton WHPP Update

**Table 2. Summary Data for Parcels of Possible Elevated Risk within Renton Wellhead Protection Areas**

Parcel Number	Property Name	Parcel Address	Land-Use Description	WHPA
222305901001	MAPLEWOOD GOLF COURSE	4024 MAPLE VALLEY HWY RENTON , WA 98058	Golf Course	MPW 0.5 yr
222305913006	MAPLEWOOD GOLF COURSE		Golf Course	MPW 1 yr
222305914004	MAPLEWOOD GOLF COURSE		Golf Course	MPW 1 yr
222305914103	MAPLEWOOD GOLF COURSE		Golf Course	MPW 5 yr
222305915308	MAPLEWOOD GOLF COURSE		Golf Course	MPW 5 yr
232305921107	CONVENIANCE STORE W/ GAS	15355 MAPLE VALLEY HWY RENTON , WA 98058	Service Station	MPW 5 yr
247300129001	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 5 yr
247300142004	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 5 yr
247300357008	FAIRWOOD GOLF & COUNTRY CLUB	15100 SE 172ND ST RENTON, WA 98058	Golf Course	MPW 5 yr
247300358006	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 5 yr
247300359004	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 5 yr
247300360002	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 5 yr
247300361000	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 5 yr
247320028001	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 5 yr
247320029009	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 5 yr
247320030007	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 5 yr
247337282005	FAIRWOOD GOLF & COUNTRY CLUB		Golf Course	MPW 10 yr
247337285008	FAIRWOOD GOLF & COUNTRY CLUB	17124 151ST AVE SE , WA 98058	Golf Course	MPW 10 yr
334040267000	SOUND FORD	101 SW GRADY WAY RENTON , WA 98057	Auto Showroom and Lot	DT 10 yr
334210323708	SHELL FOOD MART	1410 N 30TH ST RENTON , WA 98056	Conv Store with Gas	5A - 5 yr
334210327105	CHEVRON EXTRA MILE	1419 N 30TH ST RENTON , WA 98056	Conv Store with Gas	5A - 5 yr
334210346402	ARCO FOOD MART	1616 NE 30TH ST RENTON , WA 98056	Conv Store with Gas	5A - 5 yr
380600004507	Gudmundson Company Inc.	102 LAKE AVE S RENTON , WA 98057	Warehouse	DT 5 yr
380600010504	AL MADINA GROCERY	81 S TOBIN ST RENTON , WA 98057	Warehouse	DT 5 yr
569600027605	SHOP/STORAGE & RES	101 BURNETT AVE S RENTON , WA 98057	Warehouse	DT 0.5 yr
662340023206	JOHNSONS WELL DRILLING	19411 108TH AVE SE RENTON , WA 98055	Warehouse	SBS 1 yr

**Table 2. Summary Data for Parcels of Possible Elevated Risk within Renton Wellhead Protection Areas**

Parcel Number	Property Name	Parcel Address	Land-Use Description	WHPA
722300001004	PACCAR	485 HOUSER WAY N RENTON , WA 98057	Industrial(Gen Purpose)	DT 1 yr
722400069505	SHELL	401 PARK AVE N RENTON , WA 98057	Conv Store with Gas	DT 1 yr
722930002000	Memory Lane Motors/Muscle Cars	109 S TILlicUM ST RENTON , WA 98057	Warehouse	DT 5 yr
722930010003	WAREHOUSE/OFFICE	235 AIRPORT WAY RENTON , WA 98057	Warehouse	DT 5 yr
722950001007	BROWN BEAR / CHEVRON ASSOCIATED PARKING	77 RAINIER AVE S RENTON , WA 98057	Gas Station	DT 10 yr
722950003003	MINIT LUBE	100 RAINIER AVE S RENTON , WA 98057	Mini Lube	DT 5 yr
723150135009	SERVICE LINEN SUPPLY	903 S 4TH ST RENTON, WA 98507	Industrial(Light)	DT 0.5 yr
723150136007	SERVICE LINEN SUPPLY		Industrial(Light)	DT 0.5 yr
723150137302	SERVICE LINEN		Industrial(Light)	DT 0.5 yr
723150174008	WAREHOUSE	335 WELLS AVE S RENTON , WA 98057	Warehouse	DT 0.5 yr
723150174107	WAREHOUSE	331 WELLS AVE S RENTON , WA 98057	Warehouse	DT 0.5 yr
723150174503	WAREHOUSE	327 WELLS AVE S RENTON , WA 98057	Warehouse	DT 0.5 yr
723150212501	OFFICE/WHSE	107 WILLIAMS AVE S RENTON , WA 98057	Industrial(Gen Purpose)	DT 0.5 yr
756460009506	INDUSTRIAL BUILDINGS	525 GARDEN AVE N RENTON , WA 98057	Warehouse	DT 5 yr
784130001505	RENTON PRINTERy	315 S 3RD ST RENTON , WA 98057	Industrial(Light)	DT 5 yr
784180018003	Vacant Warehouse Bldg	221 MORRIS AVE S RENTON , WA 98057	Warehouse	DT 1 yr
915460000507	CHEVRON HUNGRY BEAR, CAR WASH, XPRESS LUBE	800 S GRADY WAY RENTON , WA 98057	Conv Store with Gas	DT 5 yr
915460017006	IMP IS LOCATED ON MINOR 0005		Conv Store with Gas	DT 5 yr

Notes:

DT = Downtown; MPW = Maplewood; SBS = Springbrook Springs; 5A = Well PW-5A

In most cases, a blank value in the address column indicates the mailing address for the parcel is listed for another parcel with the same property name. However, in a few instances the King County database did not have an associated parcel address for a given property.

**Table 3. Summary of Environmental Sites of Potential Concern within Wellhead Protection Areas**

Map ID	Facility Name	Facility ID	WHPA Zone	Under Ground Storage Tank (UST)	Leaking UST	Total "Current" Operational Tank Volume (gallons)*	Hazardous Materials	Cleanup Site	Cleanup Status	Halogenated Organic Compounds	Metals Priority Pollutants	Petroleum Products - Unspecified	Petroleum - Other	Petroleum - Gasoline	Petroleum - Diesel	Benzene	Phenolic Compounds	Non Halogenated Solvents	Other Non-Halogenated Organics	Polycyclic Aromatic Hydrocarbons	Conventional Contaminants, Organic	Conventional Contaminants, Inorganic	Metals, Other	Polychlorinated biPhenyls (PCBs)	LUST - Other Hazardous Substance	Lead	Pesticides - Unspecified	Arsenic	Halogenated Solvents		
1	RENTON CITY CCTF	9776647	DT 0.5 yr				Y																								
2	RENTON CITY WELL 9	43699751	DT 0.5 yr				Y																								
3	Shag Cedar River Court Apartments (Cedar River Court Apartments)	12793	DT 0.5 yr					Y	Cleanup Started				C (s)																		
4	RENTON CITY WELL 8	32747884	DT 0.5 yr				Y																								
5	RENTON CITY WELL 1 2 3	65475594	DT 0.5 yr				Y																								
6	Vacant (Tire Store)	24009	DT 0.5 yr					Y	Cleanup Started				C (s)	C (s)																	
7	Pacific NW Bell Switching Station / CenturyLink (Qwest Corporation W00276)	96588161	DT 0.5 yr	Y	Y	1 removed, 1 closed in place, 1 exempt; FSID notes active LUST and inactive UST	Y	Y	Cleanup Started				C (gw), C(s)																		
8	Stoneway Concrete Renton	62244377	DT 0.5 yr					Y	Cleanup Started			C(s)																			
9	ABRA Auto Body & Glass (Taylors Auto Body)	54887792	DT 0.5 yr	Y		2x 111 to 1,100 closed in place (UST database). FSID notes active UST however.	Y	Y	Cleanup Started				C (s)	C (s)		S (s)			C (s)												
10	North American Refractories	82472985	DT 0.5 yr				Y		No Further Action																						
11	SERVICE LINEN SUPPLY INC	12593698	DT 0.5 yr	Y	Y	5 x 111 to 1,100 removed, 1 unknown volume closed in place		Y	Cleanup Started					C (gw), C(s)							C (gw), C(s)								C (gw), C(s)		
12	Shell (Arco 5207)	17426998	DT 1 yr	Y	Y	3 removed, 4 x 10,000 to 19,999 active		Y	Cleanup Started					C (gw), C(s)		C (gw), C(s)															
13	Renton School Dist 403	2066	DT 1 yr	Y		7 removed, 2 x 10,000 to 19,999 active	Y		No Further Action																						
14	Kennys Auto Rebuild Inc	46848442	DT 5 yr				Y																								
15	RENTON SOC 070728	77423621	DT 5 yr	Y		2 with unknown tank status																									
16	PACCAR PARTS NW DISTRIBUTING	82882955	DT 5 yr				Y																								
17	Kenworth Truck Research & Development	5276518	DT 5 yr				Y																								
18	PACCAR MIS	85953633	DT 5 yr	Y		1 closed in place, 1 x 2,001 to 4,999 active	Y		No Further Action																						

**Table 3. Summary of Environmental Sites of Potential Concern within Wellhead Protection Areas**

Map ID	Facility Name	Facility ID	WHPA Zone	Under Ground Storage Tank (UST)	Leaking UST	Total "Current" Operational Tank Volume (gallons)*	Hazardous Materials	Cleanup Site	Cleanup Status	Halogenated Organic Compounds	Metals Priority Pollutants	Petroleum Products - Unspecified	Petroleum - Other	Petroleum - Gasoline	Petroleum - Diesel	Benzene	Phenolic Compounds	Non Halogenated Solvents	Other Non-Halogenated Organics	Polycyclic Aromatic Hydrocarbons	Conventional Contaminants, Organic	Conventional Contaminants, Inorganic	Metals, Other	Polychlorinated biPhenyls (PCBs)	LUST - Other Hazardous Substance	Lead	Pesticides - Unspecified	Arsenic	Halogenated Solvents	
19	PACIFIC CAR & FOUNDRY CO	2065	DT 5 yr				Y	Y	Construction Complete-Performance Monitoring	C (gw), C(s)	C (gw), C(s)	C(s)					C(s)	C(s)				C(s)	C(s)	C(s)						
20	Boeing 5th & Park Building	85524291	DT 5 yr				Y																							
21	Kelly Moore Paint Co Inc Renton	2509959	DT 5 yr				Y																							
22	Spirit Auto Center of Renton (Sunset Cars; Vacant Property (Pierotti))	5366	DT 5 yr	Y	Y	6 removed. Active LUST per FSID.		Y	Cleanup Started					C(s)	C(s)	C(s)										C(s)				
23	Ero-Dyne Aviation (SKY HARBOR AVIATION )	63051958	DT 5 yr					Y	Awaiting Cleanup			S(gw) C(s)						S(gw) C(s)												
24	Renton Airport	15436	DT 5 yr																											
25	Vacant (SDS Partners)	63618514	DT 5 yr	Y	Y	4 removed. Active UST and LUST per FSID though.		Y	Cleanup Started				C (gw), C(s)																	
26	Gudmundson Co Inc	62661325	DT 5 yr				Y																							
27	Formula-1 Fast Lube (INDY LUBE UST 6799; Formula One Service)	96572525	DT 5 yr	Y	Y	3 removed, 1 closed in place. Active LUST per TCP database.		Y	Cleanup Started				C (s), B(gw)																	
28	Vacant (Dennys Restaurant Rainier Ave)	5970	DT 5 yr	Y	Y	1 with unknown tank status		Y	Cleanup Started							C (gw), C(s)														
29	Gene Meyer Inc	44381644	DT 5 yr				Y																							
30	SUNSET RAINIER RENTON WALGREENS	88647696	DT 5 yr	Y		UST per FSID though			No Further Action																					
31	Safeway Store 1563	5763	DT 5 yr				Y																							
32	Hertz and Lyft Express Drive (Walkers Renton Subaru Used Cars)	19684856	DT 5 yr	Y	Y	3 removed, 3 x 111 to 1,100 of unknown status		Y	Cleanup Started				C (gw), C(s)	C (gw), C(s)	C (gw), C(s)	C (gw), C(s)		C (gw), C(s)												
33	SAFEWAY STORE 1563 FUEL CENTER	2859817	DT 5 yr	Y		1x 10,000 to 19,999, 1 active of unknown volume																								
34	SAFEWAY Fuel Renton	99291269	DT 5 yr	Y	Y	3 removed; FSID notes active UST and LUST however		Y	Cleanup Started				C (gw), C(s)			C (gw), C(s)														
35	RENTON BP	16258354	DT 5 yr	Y		3 removed, 2 x 10,000 to 19,999 active			No Further Action																					
36	Renton Cleaning Center	5888526	DT 5 yr				Y																							

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Map ID	Facility Name	Facility ID	WHPA Zone	Under Ground Storage Tank (UST)	Leaking UST	Total "Current" Operational Tank Volume (gallons)*	Hazardous Materials	Cleanup Site	Cleanup Status	Halogenated Organic Compounds	Metals Priority Pollutants	Petroleum Products - Unspecified	Petroleum - Other	Petroleum - Gasoline	Petroleum - Diesel	Benzene	Phenolic Compounds	Non Halogenated Solvents	Other Non-Halogenated Organics	Polycyclic Aromatic Hydrocarbons	Conventional Contaminants, Organic	Conventional Contaminants, Inorganic	Metals, Other	Polychlorinated biPhenyls (PCBs)	LUST - Other Hazardous Substance	Lead	Pesticides - Unspecified	Arsenic	Halogenated Solvents	
37	Fred Meyer Fuel Center No. 459	20819	DT 5 yr	Y		1x 10,000 to 19,999 and 1x 20,000 to 29,999 active																								
38	Verizon Wireless Renton Center	2302487	DT 5 yr				Y																							
39	Latin Market (Renton Clinic Assoc)	94731533	DT 5 yr	Y	Y	LUST per TCP database.		Y	Cleanup Started				C (gw), C(s)																	
40	Salon de Belleza (Scott Drycleaners)	62912812	DT 5 yr					Y	Cleanup Started	C (gw,s)																				
41	BURNETT PARK	9006005	DT 5 yr	Y		1 x 2,001 to 4,999 closure in process																								
42	Car Pros Chrysler Jeep Dodge Ram (Lithia Dodge Chrysler Jeep)	7826317	DT 5 yr					Y	Cleanup Started				C (gw), C(s)	C (gw), C(s)		C (gw), C(s)		C (gw), C(s)								C(gw), S(s)		C(gw), S(s)		
43	Brown Bear (RENTON 1, Brown Bear Car Wash 2422)	27778869	DT 5 yr	Y	Y	3x removed; FSID notes active LUST and inactive UST		Y	Cleanup Started					C (gw), C(s)		C (gw), C(s)		RB(gw), RB(s)												
44	PSE GRADY WAY RENTON COMPLEX PARCEL 3	86541135	DT 5 yr					Y	Cleanup Started		C(gw), R(s)	C(gw), R(s)												S(gw), R(s)						
45	Renton Coil Spring Co. (LTS Trucking, Castagno Brothers)	71914167	DT 5 yr	Y	Y	2 removed; FSID notes active UST, inactive LUST; is an active LUST per TCP database.		Y	Cleanup Started (Site Reopened after 2011 NFA)				C (gw), C(s)																	
46	BROWN BEAR CAR WASH	99851765	DT 5 yr	Y		1 x 10,000 to 19,999 and 1 x 20,000 to 29,999 active																								
47	Bankers Auto Rebuild & Towing	18577466	DT 5 yr				Y																							
48	Arco 5902	47138342	DT 5 yr	Y		4 x 10,000 to 19,999 active			No Further Action																					
49	PSE GRADY WAY RENTON COMPLEX PARCEL 2	21349929	DT 5 yr					Y	Cleanup Started		C(gw), R(s)	C(gw), R(s)												S(gw), R(s)						
50	Kenworth Truck R&D	9167239	DT 10 yr																											
51	PSE Boeing Renton #2 Substation	13138	DT 10 yr				Y																							
52	KENWORTH TRUCK CO RENTON	13289817	DT 10 yr				Y																							
53	Car Wash Enterprises CWE Renton	4474679	DT 10 yr	Y		4x removed, 3 x 10,000 to 19,999 active			No Further Action																					
54	King Cnty Solid Waste Div Renton Tran	62379615	DT/MPW 10 yr				Y																							

**Table 3. Summary of Environmental Sites of Potential Concern within Wellhead Protection Areas**

Map ID	Facility Name	Facility ID	WHPA Zone	Under Ground Storage Tank (UST)	Leaking UST	Total "Current" Operational Tank Volume (gallons)*	Hazardous Materials	Cleanup Site	Cleanup Status	Halogenated Organic Compounds	Metals Priority Pollutants	Petroleum Products - Unspecified	Petroleum - Other	Petroleum - Gasoline	Petroleum - Diesel	Benzene	Phenolic Compounds	Non Halogenated Solvents	Other Non-Halogenated Organics	Polycyclic Aromatic Hydrocarbons	Conventional Contaminants, Organic	Conventional Contaminants, Inorganic	Metals, Other	Polychlorinated biPhenyls (PCBs)	LUST - Other Hazardous Substance	Lead	Pesticides - Unspecified	Arsenic	Halogenated Solvents		
55	King County Dept of Transportation - 155 Monroe Ave NE	21295	DT/MPW 10 yr																												
56	KING CNTY DPW RENTON FACILITY	32954817	DT/MPW 10 yr				Y		No Further Action																						
57	KING CO REGIONAL COMM AND EMERGENCY COORD CTR	24298	DT/MPW 10 yr				Y																								
58	Fred Meyer Stores Inc Renton	12107	DT 10 yr				Y																								
59	Fred Meyer UST 7842 (SEARS ROEBUCK & CO UST 7842)	60178828	DT 10 yr	Y	Y	1x removed; however FSID notes active LUST and UST		Y	Cleanup Started						C (gw), C(s)																
60	Wal Mart 2516	37352136	DT 10 yr				Y																								
61	Vacant (Sound Ford)	58499353	DT 10 yr					Y	Cleanup Started				C(s), S(gw)	C (gw), C(s)		C(s), S(gw)															
62	Mini Mart/ Mobil Gas Station (USA MINI MART 115)	94569877	DT 10 yr	Y	Y	6 x removed, 2 active of unknown size; FSID notes active LUST & UST	Y	Y	Cleanup Started					C(s), S(gw)		C(s), S(gw)			C(s), S(gw)												
63	Texaco Station 632320402	3238112	DT 10 yr	Y	Y	3 x removed; FSID notes active LUST and inactive UST		Y	Cleanup Started		C(gw), B(s)		C (gw), C(s)	C (gw), C(s)		C (gw), C(s)									C (gw), C(s)	C (gw), C(s)					
64	Walkers Renton MAZDA	18869255	DT 10 yr				Y																								
65	CHEVRON 99114	77287947	DT 10 yr	Y	Y	6 x removed, 3 x 10,000 to 19,999 active; FSID notes active LUST & UST	Y	Y	Cleanup Started					C (gw), C(s)		C (gw), C(s)															
66	Renton Village Cleaners (Renton Village Dry Cleaners)	4484368	DT 10 yr				Y	Y	Cleanup Started							C (gw), C(s)															
67	Rite Aid #5201	20396	DT 10 yr				Y																								
68	Allied Battery Co Inc Renton	5884609	DT 10 yr				Y																								
69	AIRTOUCH CELLULAR SOUTH CENTER	71676937	DT 10 yr				Y																								
70	Puhich Dry Cleaners^	5971	DT 0.5 yr				Y																								
71	MAPLEWOOD MAINTENANCE SHOP	64293294	MPW 5 yr	Y		1 removed, 1 x 111 to 1,100 active			No Further Action																						
72	RENTON CITY WATER DEPT	75784645	MPW 5 yr				Y																								
73	VERIZON WIRELESS WARE MAPLEWOOD	19828	MPW 5 yr				Y																								

**Table 3. Summary of Environmental Sites of Potential Concern within Wellhead Protection Areas**

Map ID	Facility Name	Facility ID	WHPA Zone	Under Ground Storage Tank (UST)	Leaking UST	Total "Current" Operational Tank Volume (gallons)*	Hazardous Materials	Cleanup Site	Cleanup Status	Halogenated Organic Compounds	Metals Priority Pollutants	Petroleum Products - Unspecified	Petroleum - Other	Petroleum - Gasoline	Petroleum - Diesel	Benzene	Phenolic Compounds	Non Halogenated Solvents	Other Non-Halogenated Organics	Polycyclic Aromatic Hydrocarbons	Conventional Contaminants, Organic	Conventional Contaminants, Inorganic	Metals, Other	Polychlorinated biPhenyls (PCBs)	LUST - Other Hazardous Substance	Lead	Pesticides - Unspecified	Arsenic	Halogenated Solvents	
74	KING COUNTY PARKS	34837919	MPW 10yr				Y																							
75	RENTON HIGHLANDS LANDFILL	2128	MPW 10yr					Y	Awaiting Cleanup												S (s)	S (s)								
76	King Cnty DOT Road Services Div	41149477	MPW 10yr				Y																							
77	FAIRWOOD GOLF & COUNTRY CLUB	43989944	MPW 10yr	Y		2 x 111 to 1,100 active																								
78	RENTON CITY SPRING BROOK SPRINGS	76461781	SPS 0.5 yr				Y																							
79	Panther Lake Shopping Center	17428	SPS 1 yr					Y	Cleanup Started																				C (s)	
80	Rite Aid #5189	7155	SPS 1 yr				Y																							
81	Allied Waste Service Kent	1247957	SPS 5 yr																											
82	SOOS CREEK WATER & SEWER DISTRICT	24788111	SPS 10 yr	Y		1 x 111 to 1,100 active																								
83	Kennydale Chevron	74465899	5A 5 yr	Y		1 removed, 4 active of unknown size	Y		No Further Action																					
84	KENNYDALE FUEL	3538	5A 5 yr	Y		2 x removed, 2 x 10,000 to 19,999 active			No Further Action																					
85	Shell Station 120646	48271835	5A 5 yr	Y		4 x removed, 3 x 10,000 to 19,999 active			No Further Action																					

General Table Notes

WHPA = Wellhead Protection Area; DT = Downtown; MPW = Maplewood; SBS = Springbrook Springs; 5A = Well PW-5A

The 5 and 10 year WHPAs for the Downtown and Maplewood well fields overlap; if a hazardous site is located where the WHPAs overlap, the WHPA is denoted as DT/MPW.

Facility names in parentheses indicates that a site was visited during the windshield survey and it has a different name from the FSID facility name (which is in parentheses). Facility names with no parentheses in their entry use the FSID facility name.

If a site does not have a UST, hazardous materials, or cleanup present (or historically present) on it, it has been flagged due to other factors that increase the risk of groundwater contamination.

^Puhich Dry Cleaners (Map ID 70) was not listed in the FSID database, but was observed during the windshield survey and it is suspected that hazardous materials are used at the site.

\*Tank size and status information is from Ecology's UST database. In some instances information from the FSID database was inconsistent with data from the UST database and/or Ecology's Toxics Cleanup Program (TCP) database; notations have been included for sites where this occurs.

"No Further Action" is listed for sites that were cleaned up and granted a No Further Action determination from Ecology, but remain potential contamination sources due to current land use.

Cleanup Site Contaminants and Media Notes (provided from Ecology's online Site Summary Report)

- B Below Cleanup Level
- C Confirmed Above Cleanup Level
- S Suspected
- R Remediated (gw) Groundwater
- RA Remediated-Above Cleanup Level (sw) Surface Water
- RB Remediated-Below Cleanup Level (s) Soil



**Table 4. Active Hazardous Materials Sites in Renton WHPAs**

Active Hazardous Material Sites					
Map ID	FSID	Facility Name	Facility Address	Activity Code	WHPA
1	9776647	RENTON CITY CCTF	1715 SE MAPLE VALLEY HWY	TIER2	DT 0.5 yr
2	43699751	RENTON CITY WELL 9	1707 SE MAPLE VALLEY HWY	TIER2	DT 0.5 yr
4	32747884	RENTON CITY WELL 8	1703 SE MAPLE VALLEY HWY	TIER2	DT 0.5 yr
5	65475594	RENTON CITY WELL 1 2 3	1398 HOUSER WAY N	TIER2	DT 0.5 yr
7	96588161	Pacific NW Bell Switching Station / CenturyLink (Qwest Corporation W00276)	225 WILLIAMS AVE S	HWOTHER	DT 0.5 yr
7	96588161	Pacific NW Bell Switching Station / CenturyLink (Qwest Corporation W00276)	225 WILLIAMS AVE S	TIER2	DT 0.5 yr
9	54887792	ABRA Auto Body & Glass (Taylors Auto Body)	330 MAIN AVE S	HWG	DT 0.5 yr
10	82472985	North American Refractories	1500 HOUSER WAY S	TIER2	DT 0.5 yr
13	2066	Renton School Dist 403	1220 N 4TH ST	TIER2	DT 1 yr
14	46848442	Kennys Auto Rebuild Inc	618 Park Ave N	HWG	DT 5 yr
16	82882955	PACCAR PARTS NW DISTRIBUTING	502 HOUSER WAY N	TIER2	DT 5 yr
17	5276518	Kenworth Truck Research & Development	485 HOUSER WAY N	HWG	DT 5 yr
17	5276518	Kenworth Truck Research & Development	485 HOUSER WAY N	TIER2	DT 5 yr
18	85953633	PACCAR MIS	480 HOUSER WAY N	TIER2	DT 5 yr
19	2065	PACIFIC CAR & FOUNDRY CO	1400 N 4TH ST	HWOTHER	DT 5 yr
20	85524291	Boeing 5th & Park Building	500 PARK AVE N GARAGE BLDG 1013 & 1016	HWG	DT 5 yr
21	2509959	Kelly Moore Paint Co Inc Renton	350 Sunset Blvd N Ste C	HWOTHER	DT 5 yr
26	62661325	Gudmundson Co Inc	102 LAKE AVE S	HWOTHER	DT 5 yr
29	44381644	Gene Meyer Inc	225 RAINIER AVE S	HWOTHER	DT 5 yr
31	5763	Safeway Store 1563	200 S 3rd St	HWG	DT 5 yr
36	5888526	Renton Cleaning Center	364 RENTON CTR WAY SW	HWG	DT 5 yr
38	2302487	Verizon Wireless Renton Center	450 SHATTUCK AVE S	TIER2	DT 5 yr
47	18577466	Bankers Auto Rebuild & Towing	405 S 7TH ST	HWG	DT 5 yr
51	13138	PSE Boeing Renton #2 Substation	704 Logan Ave N	TIER2	DT 10 yr
52	13289817	KENWORTH TRUCK CO RENTON	1601 N 8TH ST	TIER2	DT 10 yr
52	13289817	KENWORTH TRUCK CO RENTON	1601 N 8TH ST	TRI	DT 10 yr
52	13289817	KENWORTH TRUCK CO RENTON	1601 N 8TH ST	HWP	DT 10 yr
52	13289817	KENWORTH TRUCK CO RENTON	1601 N 8TH ST	HWG	DT 10 yr
54	62379615	King Cnty Solid Waste Div Renton Tran	3021 NE 4TH ST	HWOTHER	DT/MPW 10 yr
56	32954817	KING CNTY DPW RENTON FACILITY	155 MONROE AVE NE	TIER2	DT/MPW 10 yr
57	24298	KING CO REGIONAL COMM AND EMERGENCY COORD CTR	3511 NE 2ND ST	TIER2	DT/MPW 10 yr
58	12107	Fred Meyer Stores Inc Renton	365 Renton Center Way SW	HWG	DT 10 yr

Table 4. Active Hazardous Materials Sites in Renton WHPAs  
Renton WHPP Update



**Table 4. Active Hazardous Materials Sites in Renton WHPAs**

Active Hazardous Material Sites					
Map ID	FSID	Facility Name	Facility Address	Activity Code	WHPA
58	12107	Fred Meyer Stores Inc Renton	365 Renton Center Way SW	RSVP	DT 10 yr
60	37352136	Wal Mart 2516	743 RAINIER AVE S	HWP	DT 10 yr
60	37352136	Wal Mart 2516	743 RAINIER AVE S	HWG	DT 10 yr
62	94569877	Mini Mart/ Mobil Gas Station (USA MINI MART 115)	765 RAINIER AVE S	TIER2	DT 10 yr
64	18869255	Walkers Renton MAZDA	200 S GRADY WAY	HWG	DT 10 yr
65	77287947	CHEVRON 99114	301 S GRADY WAY	HWOTHER	DT 10 yr
66	4484368	Renton Village Cleaners (Renton Village Dry Cleaners)	601 S Grady Way	HWOTHER	DT 10 yr
67	20396	Rite Aid #5201	601 S Grady Way Ste P	HWG	DT 10 yr
68	5884609	Allied Battery Co Inc Renton	55 SW 12TH	TIER2	DT 10 yr
69	71676937	AIRTOUCH CELLULAR SOUTH CENTER	15 S GRADY WAY	TIER2	DT 10 yr
72	75784645	RENTON CITY WATER DEPT	4030 MAPLE VALLEY HWY	TIER2	MPW 5 yr
73	19828	VERIZON WIRELESS WARE MAPLEWOOD	15214 149TH AVE SE	TIER2	MPW 5 yr
74	34837919	KING COUNTY PARKS	3005 NE 4TH	HWG	MPW 10 yr
76	41149477	King Cnty DOT Road Services Div	155 MONROE AVE NE BLDG P G F	TIER2	MPW 10 yr
76	41149477	King Cnty DOT Road Services Div	155 MONROE AVE NE BLDG P G F	HWP	MPW 10 yr
76	41149477	King Cnty DOT Road Services Div	155 MONROE AVE NE BLDG P G F	HWG	MPW 10 yr
78	76461781	RENTON CITY SPRING BROOK SPRINGS	5750 TALBOT RD S	TIER2	SBS 0.5 yr
80	7155	Rite Aid #5189	20518 108th Ave SE	HWG	SBS 1 yr
83	74465899	Kennydale Chevron	1419 N 30TH ST	HWG	5A 5 yr

Notes:

DT = Downtown; MPW = Maplewood; SBS = Springbrook Springs; 5A = Well PW-5A

The 5 and 10 year WHPAs for the Downtown and Maplewood well fields overlap; if a hazardous site is located where the WHPAs overlap, the WHPA is denoted as DT/MPW.

Facility names in parentheses indicates that a site was visited during the windshield survey and it has a different name from the FSID facility name (which is in parentheses). Facility names with no parentheses in their entry use the FSID facility name.

**HWG** = facility generates hazardous waste.

**HWP** = facility generates over 2640 lbs hazardous waste per year.

**TIER 2** = facility stores 10,000 pounds or more of a hazardous chemical, or 500 pounds or less (depending on the chemical) of an extremely hazardous chemical on site at any one time.

**TRI** = facility manufactures, processes or uses more than the threshold amount of one or more of 600 listed toxic chemicals. Most threshold amounts are 10,000 or 25,000 pounds per year. Some chemicals have much lower thresholds.

**HWOTHER** = Facility does not generate or manage hazardous waste, but includes transporters of hazardous waste, used oil recyclers, and dangerous waste fuel marketers & burners.

**Table 5. Distribution of Septic Systems within City of Renton WHPAs**

WHPA	DT	MPW	SBS	5A
6-month	0	58	2	10
1-year	0	35	10	20
5-year	0	104	131	107
10-year	2	152	285	159
total in WHPA	2	349	428	296

Notes:

DT = Downtown; MPW = Maplewood; SBS = Springbrook Springs; 5A = Well PW-5A

Septic system counts presented in this table are approximate because large parcels overlapping two time-of-travel zones are counted in both.

**Table 6. Distribution of Home Heating Oil Tanks within City of Renton WHPAs**

WHPA	DT	MPW	SBS	5A
6-month	127	33	4	26
1-year	28	15	52	22
5-year	143	51	40	90
10-year	35	5	84	137
total in WHPA	333	104	180	275

Notes:

DT = Downtown; MPW = Maplewood; SBS = Springbrook Springs; 5A = Well PW-5A

Home heating oil counts presented in this table are approximate because large parcels overlapping two time-of-travel zones are counted in both.

The 5 year DT WHPA overlaps the 1 and 5 year MPW WHPAs. Because the time of travel to the MPW wellfield is less than or equal to the time of travel to the DT wellfield, home heating oil tanks in this overlapping region were counted only as part of the MPW WHPAs.

**Table 7. Visited Windshield Survey Cleanup Sites**

Visit rationale	Map ID	Facility Name	Facility Address	WHPA Zone	Leaking UST	Hazardous Materials
Active Cleanup Site	3	Shag Cedar River Court Apartments (Cedar River Court Apartments)	130 MAIN AVE S	DT 0.5 yr		
	6	Vacant (Tire Store)	205 LOGAN AVE S	DT 0.5 yr		
	7	Pacific NW Bell Switching Station / CenturyLink (Qwest Corporation W00276)	225 WILLIAMS AVE S	DT 0.5 yr	Y	Y
	8	Stoneway Concrete Renton	1915 SE MAPLE VALLEY HWY	DT 0.5 yr		
	9	ABRA Auto Body & Glass (Taylors Auto Body)	330 MAIN AVE S	DT 0.5 yr		Y
	11	SERVICE LINEN SUPPLY INC	903 S 4TH ST	DT 0.5 yr	Y	
	12	Shell (ARCO 5207)	401 PARK AVE N	DT 1 yr	Y	
	19	PACIFIC CAR & FOUNDRY CO	1400 N 4TH ST	DT 5 yr		Y
	22	Spirit Auto Center of Renton (Sunset Cars; Vacant Property (Pierotti))	330 Sunset Blvd N	DT 5 yr	Y	
	23	Ero-Dyne Aviation (SKY HARBOR AVIATION )	300 AIRPORT WAY S	DT 5 yr		
	25	Vacant (SDS Partners)	307 AIRPORT WAY	DT 5 yr	Y	
	27	Formula-1 Fast Lube (INDY LUBE UST 6799; Formula One Service)	100 RAINIER AVE S	DT 5 yr	Y	
	28	Vacant (Dennys Restaurant Rainier Ave)	144 RAINIER AVE S	DT 5 yr	Y	
	32	Hertz and Lyft Express Drive (Walkers Renton Subaru Used Cars)	250 RAINIER AVE S	DT 5 yr	Y	
	34	SAFEWAY Fuel Renton	112 S 3RD ST	DT 5 yr	Y	
	39	Latin Market (Renton Clinic Assoc)	215 S 4TH PL	DT 5 yr	Y	
	40	Salon de Belleza (Scott Drycleaners)	201 S 4TH PL	DT 5 yr		
	42	Car Pros Chrysler Jeep Dodge Ram (Lithia Dodge Chrysler Jeep)	585 RAINIER AVE S	DT 5 yr		
	43	Brown Bear (RENTON 1, Brown Bear Car Wash 2422)	621 & 641 RAINIER AVE S	DT 5 yr	Y	
	44	PSE GRADY WAY RENTON COMPLEX PARCEL 3	915 S GRADY WAY	DT 5 yr		
	45	Renton Coil Spring Co. (LTS Trucking, Castagno Brothers)	423 S 7TH ST	DT 5 yr	Y	
	49	PSE GRADY WAY RENTON COMPLEX PARCEL 2	915 S GRADY WAY	DT 5 yr		
	59	Fred Meyer UST 7842 (SEARS ROEBUCK & CO UST 7842)	359 RENTON CENTER WAY SW	DT 10 yr	Y	
61	Vacant (Sound Ford)	750 RAINIER AVE S	DT 10 yr			
62	Mini Mart/ Mobil Gas Station (USA MINI MART 115)	765 RAINIER AVE S	DT 10 yr	Y	Y	

Table 7. Visited Windshield Survey Sites  
Renton WHPA Update



**Table 7. Visited Windshield Survey Cleanup Sites**

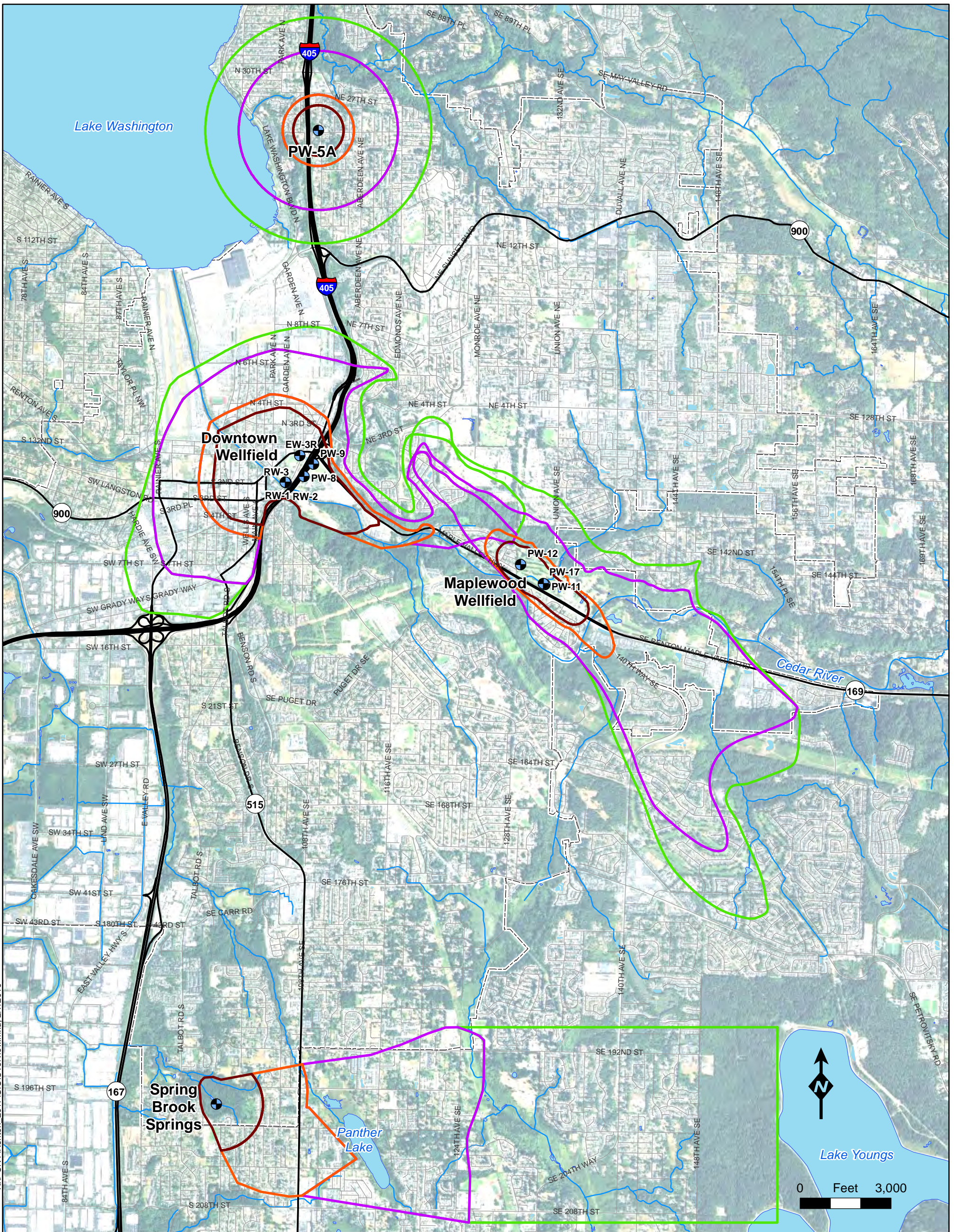
Visit rational	Map ID	Facility Name	Facility Address	WHPA Zone	Leaking UST	Hazardous Materials
Active Cleanup Site	63	Texaco Station 632320402	509 S GRADY WAY	DT 10 yr	Y	
	65	CHEVRON 99114	301 S GRADY WAY	DT 10 yr	Y	Y
	66	Renton Village Cleaners (Renton Village Dry Cleaners)	601 S Grady Way	DT 10 yr		Y
	75	RENTON HIGHLANDS LANDFILL	NE 3RD ST & NE 4TH ST	MPW 10yr		
	79	Panther Lake Shopping Center	20610 108TH AVE SE	SPS 1 yr		
Dry Cleaner	70	Puhich Dry Cleaners	319 Main Ave S	DT 0.5 yr		Y
	36	Renton Cleaning Center	364 RENTON CTR WAY SW	DT 5 yr		Y

General Table Notes

WHPA = Wellhead Protection Area; DT = Downtown; MPW = Maplewood; SBS = Springbrook Springs; 5A = Well PW-5A

Facility names in parentheses indicates that a site was visited during the windshield survey and it has a different name from the FSID facility name (which is in parentheses). Facility names with no parentheses in their entry use the FSID facility name.

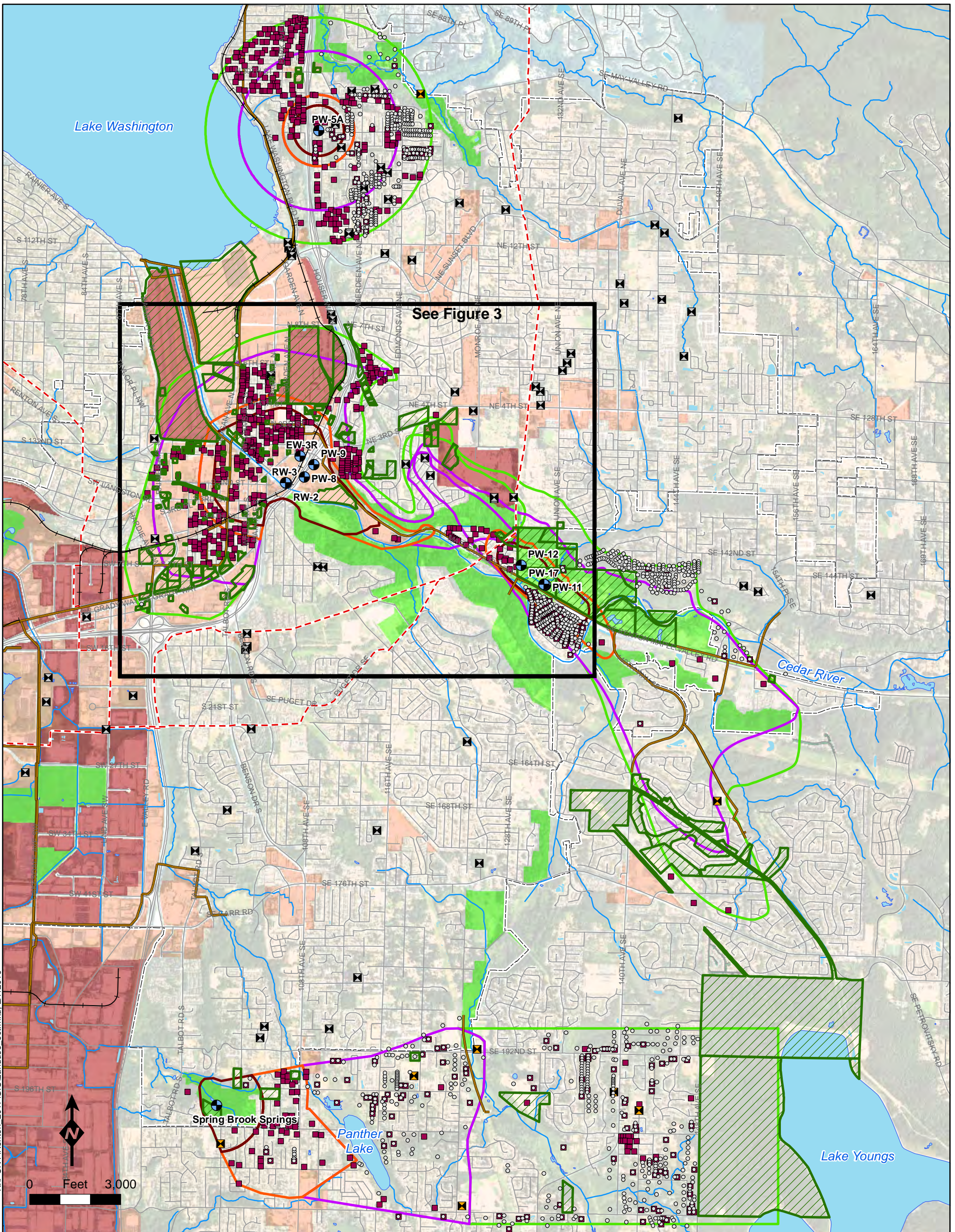
This table lists cleanup sites and dry cleaners visited as part of the windshield survey. Several sites from the City's APA database neighboring the cleanup sites were also visited during the windshield survey, but are not included in this table.



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- City of Renton Production Well or Spring
- City Limits
- 2018 Capture Zones**
- 6-Month
- 1-Year
- 5-Years
- 10-Years

**Figure 1**  
 City of Renton 2018  
 Wellhead Protection  
 Area Capture Zones



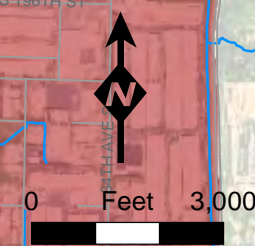
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See Figure 3

Spring Brook Springs

Panther Lake

Lake Youngs



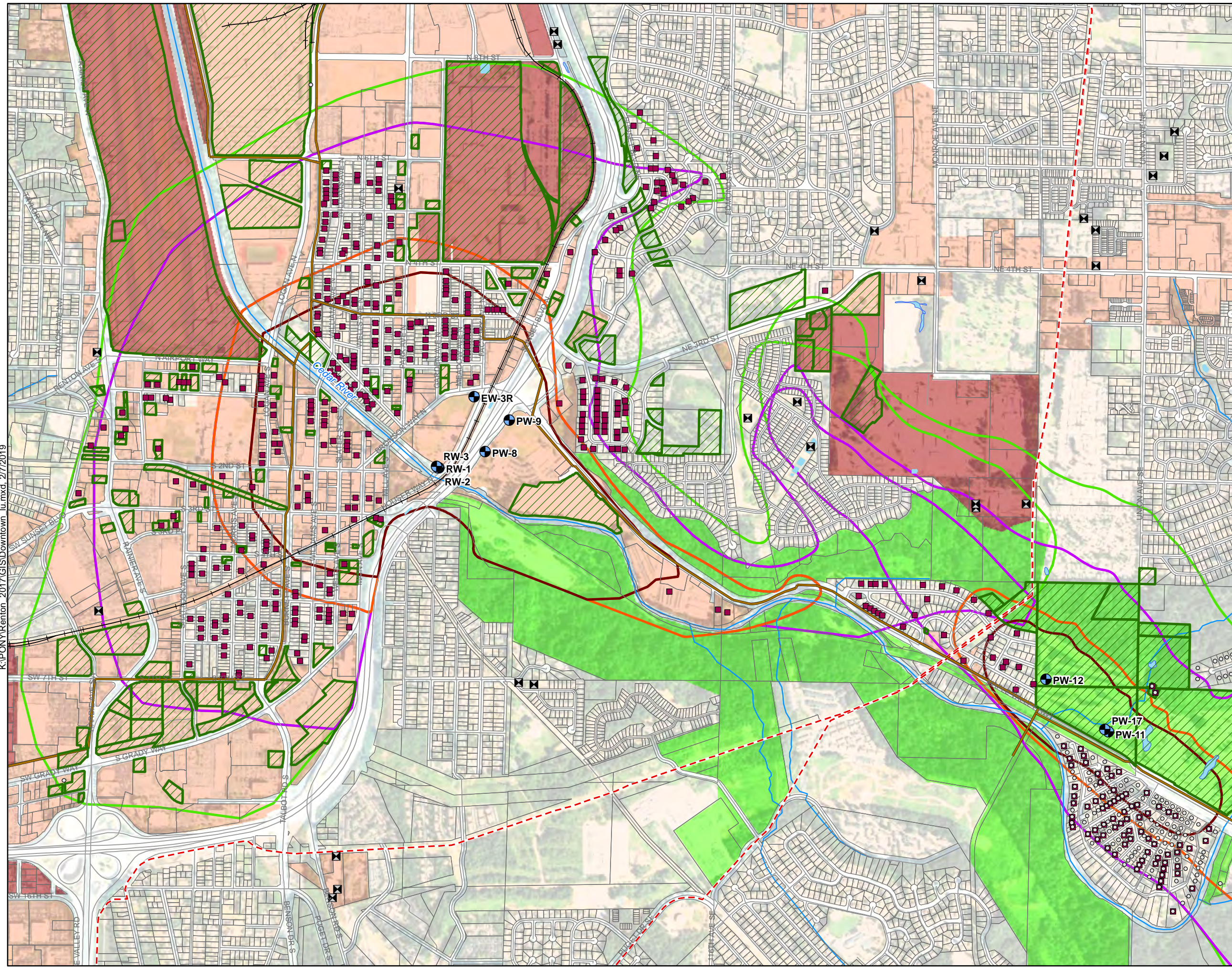
- City of Renton Production Well or Spring
- Septic Systems (King County Assessor)
- Stormwater Detention Facilities with Infiltration (from City of Renton and County)
- Active UIC Drywells (Ecology 2018)
- Buildings with Oil Heat (King County Assessor)
- ▨ Parcels of Possible Elevated Risk (Current Land Use from King County)
- King County Sewer Mainlines
- - - Olympic Pipeline
- Rail Lines
- - - City Limits

- Generalized Zoning**
- Open Space
  - Residential
  - Commercial
  - Industrial
- Capture Zones**
- 6-Month
  - 1-Year
  - 5-Years
  - 10-Years

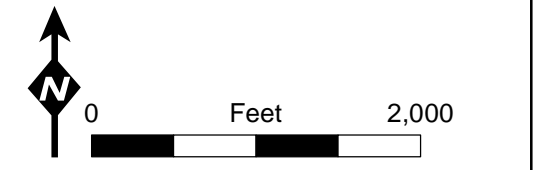
**Figure 2**  
Zoning and Parcels of Possible Elevated Risk Within Renton WHPAs



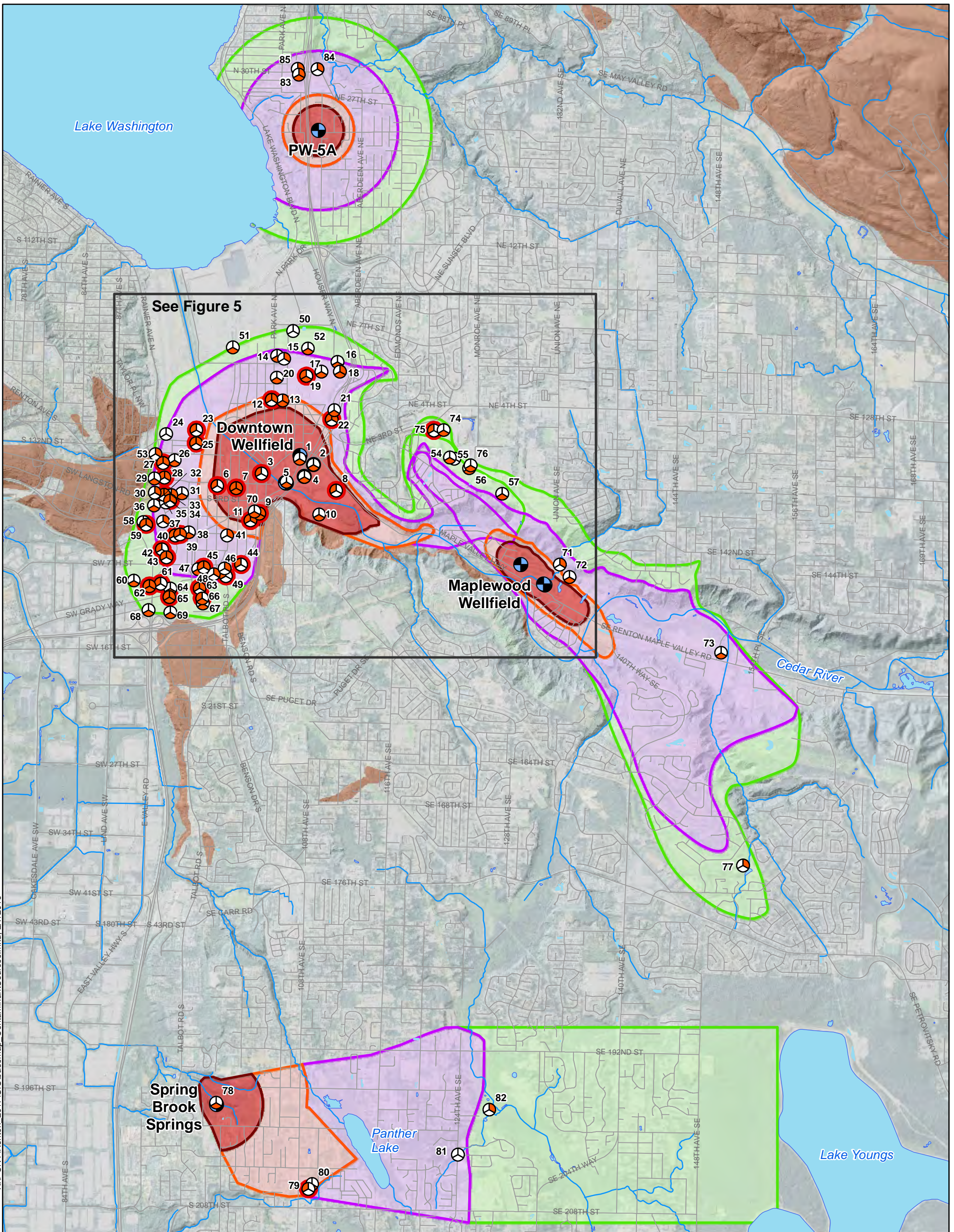
**Figure 3**  
**Zoning and**  
**Parcels of Possible**  
**Elevated Risk Within**  
**Downtown WHPA**



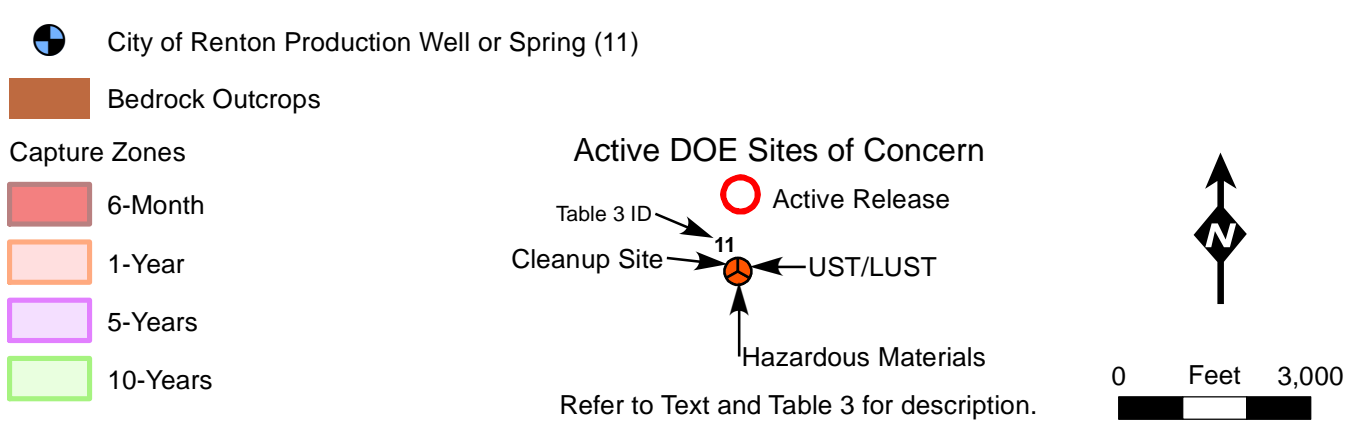
- City of Renton Production Wells
- Septic Systems (King County Assessor)
- Active UIC Drywells (Ecology 2018)
- Detention Facilities with Infiltration (from City of Renton and County)
- Buildings with Oil Heat (King County Assessor)
- Parcels of Possible Elevated Risk (Current Land Use from King County)
- King County Sewer Mainlines
- Olympic Pipeline
- Rail Lines
- Generalized Zoning**
- Open Space
- Residential
- Commercial
- Industrial
- Capture Zones**
- 6-Month
- 1-Year
- 5-Years
- 10-Years



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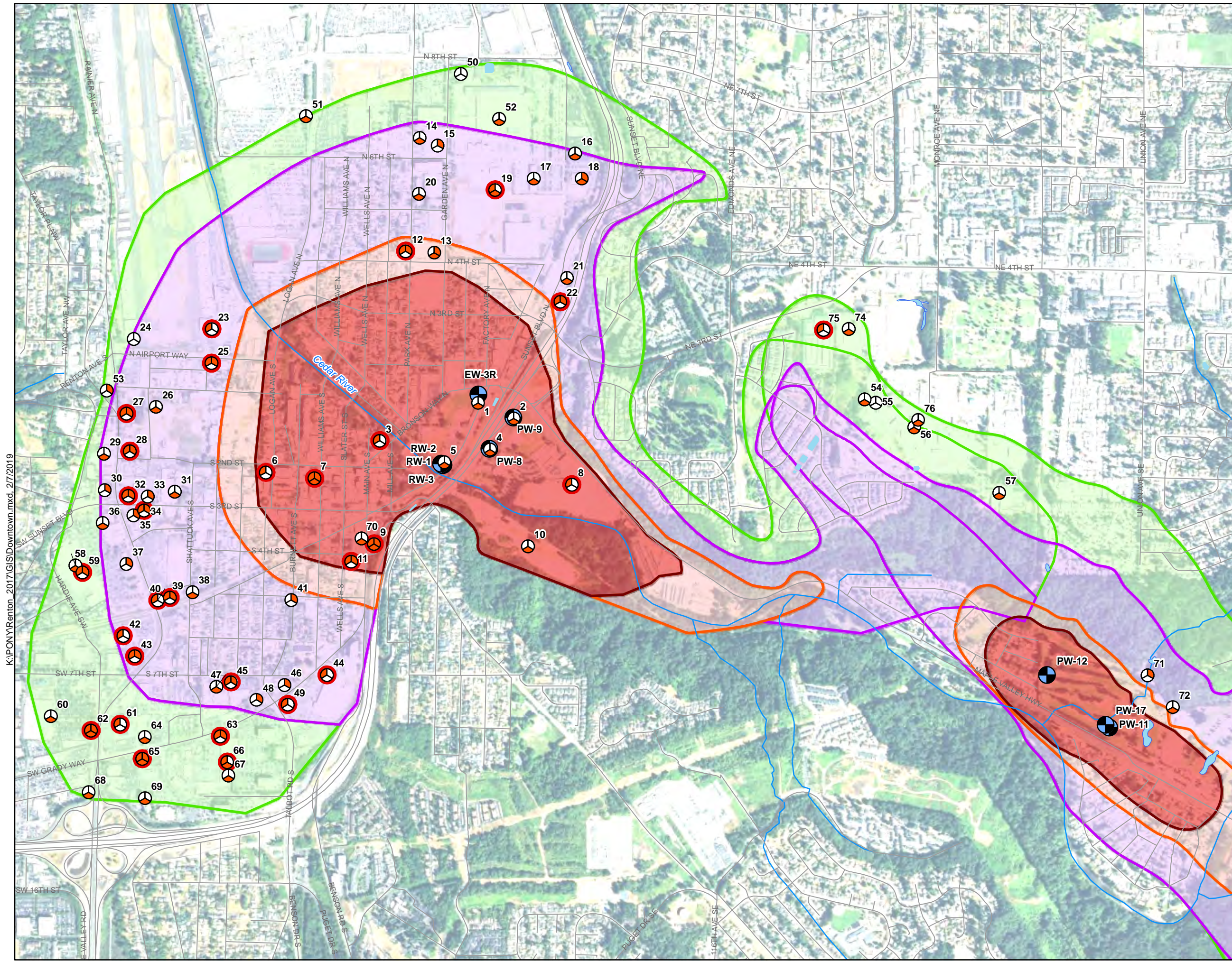


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**Figure 4**  
**Potential Contaminant**  
**Sources Within**  
**City of Renton WHPAs**

**Figure 5**  
**Potential Contaminant**  
**Sources Within**  
**City of Renton**  
**Downtown WHPA**

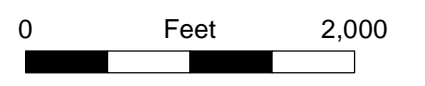


**Active DOE Sites of Concern**

- Table 3 ID → Active Release
- Cleanup Site → UST/LUST
- Hazardous Materials

Refer to Text and Table 3 for description.

- City of Renton Production Well
- Bedrock Outcrops
- Capture Zones**
- 6-Month
- 1-Year
- 5-Years
- 10-Years



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**APPENDIX A**  
**FSID INTERACTION TYPE AND GROUNDWATER RISK IDENTIFICATION**

**Table A-1. Ecology Facility Site Database Interaction Types and Potential Hazard Posed to Groundwater**

ACRONYM	INTERACTON TYPE	DEFINITION	WHPA Risk?	Hazardous Materials?	Cleanup Site?	UST/LUST?
AQARS	Air Qual Annual Reg Source	Facilities with actual or potential emissions that are less than thresholds identified for federal and state operating permit program. (These sources are smaller than operating permit program sources). See WAC 173-400-100				
AQGSR	Air Qual Gas Sta Reg	Gas stations and gasoline storage facilities. See Ch. 173-491 WAC.				
AQLA	Air Qual Local Authority Reg	Small sources governed only by local air authorities.				
AQOPS	Air Qual Oper Permit Source	Facilities with actual or potential emissions that are greater than 100 tons of (or 10 tons any one hazardous air pollutants or 25 tons per year of a combination of hazardous pollutants) fugitive air emissions per year. (These are generally large industrial facilities governed by the federal and state operating permit program.) See Ch. 173-401 WAC				
AQPR	Air Qual Periodic Reg	These businesses are the smallest sources required to report their emissions under the federal and state operating permit program. (These sources are generally smaller than registration sources). See WAC 173-400-102				
AQPS	Air Qual Permit Source	Facilities that as part of their process will emit air pollutants and are seeking construction permits for either a new source or changes to their existing facility. See WAC 173-400-110 or -114				
AQPSD	Air Qual PSD Source	All facilities that emit more than 250 tons per year of air pollutants, or 100 tons per year if the pollutants are within 28 listed categories.				
AQSYNMNR	Air Qual Synth Minor Source	Facilities that would be regulated under the operating permit program but have opted to keep their emission limits lower than the threshold for the program Their enforceable emission limits keep them out of the operating permit program. See WAC 173-400-03				
ENFORFNL	Enforcement Final	An Enforcement action (i.e. Penalty, Order, Notice) was finalized and issued to the respective party, indicating the enforcement action was taken. The start and end date listed in the database are both the date the action was issued to the responsible party.	Y			
NONENFNL	Non Enforcement Final	A Non-Enforcement action (i.e. permit, notice of construction, etc.) was finalized, issued to the respective party, indicating the non-enforcement action was taken.	Y			
TIER2	Emergency/Haz Chem Rpt TIER2	Businesses that store 10,000 pounds or more of a hazardous chemical or 500 pounds or less, depending on the chemical, of an extremely hazardous chemical on site at any one time must report annually. Reports are sent to the State Emergency Response Commission [represented by Ecology] Local Emergency Planning Committees, and local fire departments for emergency planning. [product, not waste]	Y	Y		
TRI	Toxics Release Inventory	Facilities in specific industries that manufacture, process or use more than the threshold amount of one or more of 600 listed toxic chemicals. Most threshold amounts are 10,000 or 25,000 pounds per year. Some chemicals have much lower thresholds.	Y	Y		
HWP	Hazardous Waste Planner	Under Chapter 173-307 WAC, facilities that report under Section 313 of the Emergency Planning/Community Right-To-Know Act (EPCRA), or that generate more than 2,640 pounds of hazardous waste per year, must prepare Pollution Prevention Plans.	Y	Y		
LSC	Local Source Control	The site has received a technical assistance visit from a Local Source Control Specialist.				
UW	Urban Waters	The site has received an inspection by an Ecology Urban Waters Inspector.				
RSVP	Revised Site Visit Program	The Hazardous Waste and Toxics Reduction Program engages in a variety of field work, site visits, and contacts with sites. While most compliance related activity is recorded into the EPA's RCRAInfo system, the other types of activities are recorded into the Revised Site Visit Program (RSVP).				
HWG	Hazardous Waste Generator	Facilities that generate any quantity of a dangerous waste. They may be classified as SQG, MQG, or LQG depending on hazardous waste generated for a given month.	Y	Y		
HWOTHER	Haz Waste Management Activity	Facilities that are required to have a RCRA Site ID# but who do not generate and/or manage hazardous waste (XQG generator status). This includes transporters, used oil recycler's, and dangerous waste fuel marketers and burners.	Y	Y		
HWTRNSFR	Haz Waste Transfer Facility	Transfer facility is a site, owned, leased or operated by a transporter of regulated hazardous waste shipments where any of the following occurs: 1) receives wastes from another transporter, 2) transfers wastes from one transport vehicle to another, 3) transfers waste from one container to another, and 4) stores waste within a vehicle or on property for 10 days or less. Examples of transfer facilities include a parking lot, warehouse, truck terminal, barge or steamship loading and unloading facility, or railroad spur loading or unloading facility.	Y	Y		
HWTSDF	Haz Treatment Storage Facility	Facilities that treat store or dispose hazardous waste.	Y	Y		

ACRONYM	INTERACTON TYPE	DEFINITION	WHPA Risk?	Hazardous Materials?	Cleanup Site?	UST/LUST?
401MIT	401CZM Mitigation Site	A 401Mit Site is in most cases associated with a 401Proj site. It is a compensatory mitigation site required as permit conditions for activities occurring at the 401Proj site. Mitigation sites are required for impacts to the state's water bodies and are to be protected in perpetuity. Examples of compensatory mitigation sites include; restoration, creation, enhancement, preservation, and mitigation bank sites.				
401PROJ	401CZM Project Site	A 401Proj Site is a location where a proposed activity has triggered an Ecology action based on its authority from Section 401 of the Clean Water Act and/or Coastal Zone Management Act. The activity may be pending or Ecology has taken some action (denied or approved a permit, conducted an enforcement action, etc.). Examples of projects include: commercial, residential, or industrial developments involving fill of wetlands; dredging and other in-water activities; bridge crossings; etc.				
401MITOLD	401CZM OLD Mitigation Site	A 401Mit Site is in most cases associated with a 401Proj site. It is a compensatory mitigation site required as permit conditions for activities occurring at the 401Proj site. Mitigation sites are required for impacts to the state's water bodies and are to be protected in perpetuity. Examples of compensatory mitigation sites include; restoration, creation, enhancement, preservation, and mitigation bank sites.				
401PROJOLD	401CZM OLD Project Site	A 401Proj Site is a location where a proposed activity has triggered an Ecology action based on its authority from Section 401 of the Clean Water Act and/or Coastal Zone Management Act. The activity may be pending or Ecology has taken some action (denied or approved a permit, conducted an enforcement action, etc.). Examples of projects Legacy Data -- include: commercial, residential, or industrial developments involving fill of wetlands; dredging and other in-water activities; bridge crossings; etc.				
CLASS1	Class 1 Facility	Applies to large, fixed shore-side facilities such as refineries, refueling terminals, and oil pipelines. This definition includes facilities that transfer to tank vessels and pipelines. Full definition can be found in Washington Administrative Code (WAC) 173-180-020.	Y			
CLASS2	Class 2 Facility	Applies to mobile equipment such as tank trucks, railcars, and portable tanks that transfer to any non-recreational vessel of any size. Full definition can be found in Washington Administrative Code (WAC) 173-180-020.	Y			
CLASS3	Class 3 Facility	Applies to small tank farms and terminals that transfer oil to non-recreational vessels that have a fuel capacity of 10,500 gallons or more. Full definition can be found in Washington Administrative Code (WAC) 173-180-020.	Y			
CLASS4	Class 4 Facility	Applies to marinas and other small fueling facilities that transfer oil to non-recreation vessels that have a fuel capacity of less than 10,500 gallons. Full definition can be found in Washington Administrative Code (WAC) 173-180-020.	Y			
CPLAN	Oil Facility Contingency Plan	Oil handling facilities that are required to file oil spill contingency plans. An oil handling facility can be classified as a structure, equipment, pipeline, or device located on or near navigable waters of the state that transfers oil in bulk to or from a tank vessel or pipeline and is used for producing, storing, handling, transferring, processing, or transporting oil in bulk.				
NERTS	Reported in NERTS	A facility that was reported in the Environmental Reports Tracking System	Y			
FCS	Federal (Superfund) Cleanup St	A federal cleanup site listed in CERCLIS where Ecology has been or is currently involved with the cleanup process or has knowledge of the site from another process.	Y		Y	
FUDS	Formerly Used Defense Site	The Department of Defense (DoD) is responsible for cleaning up properties that were formerly owned, leased possessed, or operated by DoD. Such properties are known as Formerly Used Defense Sites (FUDS). The Army is the executive agent for the program and the U.S. Army Corps of Engineers is the organization that manages and executes the program. Information about the origin and extent of contamination, land transfer issues, past and present property ownership, and program policies must be evaluated before DoD considers a property eligible for Defense Environment Restoration Account (DERA) funding under the FUDS program.	Y		Y	
INDPNDNT	Independent Cleanup	Any remedial action without department oversight or approval and not under an order or decree.	Y		Y	
IRAP	Independent Remedial Action Program	Ecology staff reviewed IRAP reports and provide written determination indicating whether the cleanup meets Model Toxics Control Act (MTCA) standards.	Y		Y	
LUST	LUST Facility	A leaking underground tank cleanup site being cleaned up with Ecology oversight or review.	Y		Y	Y
SCS	State Cleanup Site	A site is being cleaned up under state regulations. Regulations include Model Toxics Control Act or its predecessors.	Y		Y	

Table A-1. Ecology Facility Site Database Interaction Types and Potential Hazards Posed to Groundwater Renton WHPP Update

ACRONYM	INTERACTON TYPE	DEFINITION	WHPA Risk?	Hazardous Materials?	Cleanup Site?	UST/LUST?
SEDIMENT	Sediments	A sediment site is a location of interest at which sediment chemical and/or biological data has been obtained and evaluated for potential impacts to human health or the environment. Sediment sites may exist beneath or be associated with freshwater, marine and estuarine bodies of water. Sediment sites may or may not be linked to a known land-based facility.				
VOLCLNST	Voluntary Cleanup Sites	For a fee, Ecology staff will review an independent cleanup report(s) and provide a written decision about the adequacy of the cleanup actions taken and described in the report.	Y		Y	
SCI	Source Control Inspection	Source Control Inspection conducted by Ecology or other agency for TCP Cleanup Sites.				
UST	Underground Storage Tank	Any one or combination of tanks (including connecting underground pipes) that is used to contain regulated substances and has a tank volume of ten percent or more beneath the surface of the ground. This term does not include any of the exempt UST systems specified in WAC 173-360-110(2) or any piping connected thereto. See WAC 173-360	Y			Y
INDUSTRL	Industrial Sites	The Industrial Section focuses on three major industries of Washington State: Aluminum Smelters, Oil refineries and Pulp and Paper Mills. The Section's staff is trained to handle the complexities of these industries and is responsible for environmental permitting, site inspections, and compliance issues. They regulate air, water, hazardous waste, and cleanup management activities at pulp and paper mills and aluminum smelters. They also regulate water, hazardous waste, and cleanup management activities at state oil refineries.	Y			
BIOSOLIDS	BIOSOLIDS	Biosolids	Y			
COMPOST	Composting	Compost facilities turn organic wastes into compost under controlled conditions without attracting pests or creating human or environmental health problems.	Y			
LANDAPP	Land Application	An area of land, under the same ownership or operator, where solid waste that has beneficial use for its agronomic or soil-amending properties is applied under controlled amounts and conditions.	Y			
LANDFILL	Landfill	A disposal facility or part of a facility at which solid waste is placed in or on land and which is not a land treatment facility.	Y			
MRW	Moderate Risk Waste	A solid waste handling facility that is used to collect, treat, recycle, exchange, store, consolidate and/or transfer moderate risk waste (MRW). MRW is limited to conditionally exempt small quantity generator (CESQG) waste and household hazardous waste (HHW).	Y			
RECOVERY	Energy Recovery	Energy recovery facilities that recover energy in a useable form from the burning (incineration) of solid waste. These include energy-recovery facilities that burn municipal solid waste and paper manufactures who burn wood waste at a rate of more than twelve tons of solid waste per day.	Y			
RECYCLE	Recycling	Recycling facilities are those that transform or remanufacture waste materials into usable or marketable materials for use other than landfill disposal or incineration. Requirements do not include the collection, compacting, repackaging and sorting for the purpose of transport.	Y			
STRHAND	Storage & Handling	Various types of facilities that handle solid waste on an interim basis. These include piles of solid waste, surface impoundments holding liquids, drop boxes where solid waste is collected for future transportation, areas storing over 800 tires, and transfer stations where solid waste is collected, compacted, sorted and loaded for transport to a recycling facility or final disposal at a landfill or incineration.	Y			
WQDAIRY	Dairy	Any farm licensed to produce milk under chapter 15.36 RCW. This definition is further restricted to include only those facilities that are producing bovine milk (as opposed to goat milk), and excludes other dairy related operations such as replacement heifer rearing farms. It should be noted that some dairies have more than one milking parlor and therefore have more than one license.	Y			
APALGAEGP	AP Aquatic Plant and Algae Management GP	General permit to regulate application of herbicides and other products used in lakes to treat plants or algae in order to protect state waters.	Y			
APFISHIP	AP Fish Management IP	Individual permit issued to WA State Fish and Wildlife (WFDW) that regulates the discharge of 2 fish eradication chemicals (rotenone and antimycin A used to control undesirable fish species) in order to protect waters of the state.	Y			
APFISHRMGP	AP Fisheries Resource Management GP	Fisheries Resource Management Permit issued to WA WDFW Rotenone permit	Y			
APINVAQG	AP Aquatic Invasive Species Ma	General permit issued to regulate the application of chemicals (used to control non-native invasive aquatic animals and non-native invasive marine algae) in order to protect state waters.	Y			
APMOSQGP	AP Aquatic Mosquito Control GP	General permit issued to regulate mosquito control districts and government entities that apply specified control chemicals (used to control mosquitoes and mosquito larvae) in order to protect state waters.	Y			

Table A-1. Ecology Facility Site Database Interaction Types and Potential Hazards Posed to Groundwater Renton WHPP Update

ACRONYM	INTERACTON TYPE	DEFINITION	WHPA Risk?	Hazardous Materials?	Cleanup Site?	UST/LUST?
APMOTHIP	AP Invasive Moth Control IP	Individual permit issued to WA State Dept of Agriculture to regulate insecticides (used to control invasive moths) applied to vegetation within and overhanging surface waters in order to protect state waters.	Y			
APNXWEEG	AP Aquatic Noxious Weed Manage	The general permit covers the indirect discharge of herbicides, adjuvants, and marker dyes into estuaries, marine areas, wetlands, along lake shorelines, rivers, streams, and other wet areas to manage Spartina and freshwater noxious weeds in Washington. An indirect discharge occurs when there may be incidental overspray or dripping of a chemical from the treated plants into waters of the state.	Y			
APOYSTERIP	AP Oyster Growers IP	Individual permit issued to Willapa Bay/Grays Harbor Oyster Growers and to Farm and Forest Helicopter Service Inc. to regulate application of carbaryl (used to control burrowing shrimp) to state waters.	Y			
APWEEDGP	AP Irrigation System Aquatic Weed Control GP	General permit issued to regulate applicators of herbicides to control aquatic weeds in irrigation water conveyance systems	Y			
BOATGP	Boatyard GP	General permit issued to boatyards to regulate discharges of pollutants to state waters from boatyard construction, maintenance and repair activities	Y			
BRIDGEWASHGP	Bridge Washing GP	General Permit for bridge washing DOT counties cities etc				
CAFOGP	CAFO GP	General permit issued to regulate operators of concentrated animal feeding operations that discharge to state waters.	Y			
CAFOIP	Cafo NPDES IP	Individual NPDES permit issued to regulate operators of concentrated animal feeding operations that discharge to state waters.	Y			
CONSTSWGP	Construction SW GP	General permit issued to owner/operators of construction projects that disturb 1 or more acres of land through clearing, grading, excavating, or stockpiling of fill material that discharge stormwater to state waters.				
DAIRY	Dairy Unpermitted	Unpermitted Dairy (Facility Site Place Holder)	Y			
FISHGP	Upland Fish Hatchery GP	General permit issued to operators of upland fin-fish hatching and rearing operations to regulate discharges to state waters				
FISHNETPENS	Fish Net Pens	In water structures that raise or hold fish. This separates these facilities from upland hatchery/fish rearing structures. They will all have NPDES permit. Some are in fresh water and some marine, but all will be located in a waterbody, not on land.				
FRUITGP	Fruit Packer GP	General permit issued to fruit packers to regulate discharges of process wastewater and stormwater to state waters.	Y			
IND2GROUNDSWDP	Industrial to ground SWDP IP	Industrial to ground SWDP IP	Y			
IND2POTWPRIVSWDP	Industrial to POTW/Private SWD	Industrial state waste discharge permit for facility that discharges pretreated wastewater to a public or privately owned treatment works (POTW).	Y			
INDNPDESIP	Industrial NPDES IP	Individual NPDES and State permits issued to industries to regulate discharges of process wastewater to state waters.	Y			
INDSWGP	Industrial SW GP	General permit issued to industries to regulate the discharge of contaminated stormwater to state waters.				
MARIJUANA	Marijuana Growers	This interaction is used for marijuana growers that fill out the checklist Ecology provides when they call and ask whether they will need a permit.				
MS4P1GP	Municipal SW Phase I GP	General permit issued to municipalities with populations greater than 100,000 to regulate stormwater discharges from municipal stormwater collections systems to state waters.				
MS4P2EASTGP	Municipal SW Phase II Eastern WA GP	General permit issued to all operators of regulated small municipal stormwater collection systems to regulate stormwater discharges to state waters in eastern WA.				
MS4P2WESTGP	Municipal SW Phase II Western WA GP	General permit issued to operators of small municipal stormwater collection systems to regulate stormwater discharges to state waters in western WA.				
MUNI2GROUNDSWDP	Municipal to ground SWDP IP	Municipal to ground SWDP IP	Y			
MUNINPDESIP	Municipal NPDES IP	Individual NPDES and State permits issued to municipalities and other public entities to regulate discharges of treated domestic wastewater to state waters.	Y			
NONPOINT	NONPOINT	A Facility or Site that is discharging polluted runoff from urban, agriculture, forestry or other practices and does not have a water quality permit.	Y			
RECLAIMSWDP	Reclaimed Water IP	Individual permit issued to a generator of reclaimed water that regulates the location, the rate, the quality, and the purpose of use of the reclaimed water.	Y			
SANDGP	Sand and Gravel GP	General permit issued to sand and gravel mining operators to regulate the discharge of pollutants to state waters.	Y			
VESSELDECONSGP	Vessel Deconstruction GP	Vessel Deconstruction GP	Y			
WATERCOLLECTGP	Tributary Wastewater Collection System GP	General permit issued to operators of tributary domestic wastewater collection systems not regulated under an individual permit.	Y			
WATERTREATGP	Water Treatment Plant GP	General permit issued to water treatment plants to regulate the discharge of backwash (generated during potable water production) to state waters.	Y			
WINEGP	Winery GP	General permit issued to regulate wineries that discharge process wastewater to state waters.	Y			
WSDOTMSWGP	WSDOT Municipal SW GP	General permit issues to the WA State Department of Transportation to regulate its discharge of stormwater (runoff from state highways, rest areas, park and ride lots, ferry terminals, and maintenance facilities) to state waters.				

Table A-1. Ecology Facility Site Database Interaction Types and Potential Hazards Posed to Groundwater Renton WHPP Update



ACRONYM	INTERACTON TYPE	DEFINITION	WHPA Risk?	Hazardous Materials?	Cleanup Site?	UST/LUST?
DAM	Dam Site	Under state law, the Department of Ecology is responsible for regulating dams that capture and store at least 10 acre-feet of water or watery materials such as mine tailings, sewage and manure waste. Ecology's Dam Safety Office currently oversees about 870 dams across the state through plan reviews and construction inspections of new dams as well as conducting inspections of existing dams to assure proper operation and maintenance.				

Note: Professional judgement was applied in creating this list of potential groundwater hazards. It assumes that groundwater and surface water are in direct continuity, and therefore applications of pesticides or herbicides to surface waters could impact groundwater. General stormwater discharge permits were not included as potential hazards since stormwater from all sites within WHPAs potentially drain to state waters, and therefore stormwater pollution risks are not limited to only permitted sites .

**APPENDIX B**  
**WHPA NO FURTHER ACTION SITE TABLE**

**Table B-1. Cleanup Sites With No Further Action Determinations Within Renton WHPAs**

FSID	Cleanup Site Id	Facility Name	Facility Address	Hazardous Materials	LUST	Environmental Covenant
2066	5054	Renton School Dist 403	1220 N 4TH ST	Y	Y	
2068	93	JH BAXTER & CO INC	5015 LAKE WASHINGTON BLVD N	Y		Y
2169	1155	RENTON TRANSFER STATION	S OF NE 4TH ST			
2193	1240	WASHINGTON NATURAL GAS RENTON	319 S 3RD ST			
2207	5067	Texaco Station 120645	1408 BRONSON WAY N	Y	Y	
2315	1992	PERFORMANCE APEX AUTO SHOP	410 SUNSET BLVD N	Y		
2367	2059	JA MERICA MOTORS	4111 NE SUNSET BLVD			
2475	3049	GARDEN PLAZA	PARK AVE N & N 6TH ST			Y
2514	5130	UNOCAL SERVICE STATION 6321	17500 140TH AVE SE	Y	Y	
2532	2419	RENTON SCHOOL DIST 403 WAREHOUSE	235 AIRPORT WAY S	Y		
2559	5150	ARCO STATION 4400	3123 NW SUNSET BLVD	Y	Y	
2570	5158	US WEST RENTON ADMIN	300 SW 7TH ST		Y	
3538	5206	KENNYDALE FUEL	1616 NE 30TH ST	Y	Y	
5418	177	DUKES TRANSMISSION & USED CARS	251 RAINIER AVE N			
5448	233	ConocoPhillips 2705509	3002 SUNSET BLVD NE	Y	Y	
15012	12112	Potoshnik Property	3401 3403 BURNETT AVE N			
15792	12559	COMMERCIAL PROPERTY LAKE WASHINGTON BLVD N	1100 LAKE WASHINGTON BLVD N		Y	
22298	2832	Renton Honda Shop	858 LIND AVE SW		Y	
333151	3978	PROPOSED RENTON MIXED USE REDEV PROJECT	559 601 625 RAINIER AVE N			
706771	444	Shannons Village	1630 DUVALL AVE NE			
1771950	5264	77 Burnett Ave South	77 BURNETT AVE S		Y	
1932257	2156	Le Pham Property	19016 116TH AVE SE			
3193787	2523	Hanson Property	2225 JONES AVE NE			
3441394	7539	Jiffy Lube Store 2758	3933 NE 4TH ST	Y	Y	
3834333	5327	SUNSET CHEVRON	150 SUNSET BLVD SW	Y	Y	
4474679	2708	Car Wash Enterprises CWE Renton	77 RAINIER AVE S	Y	Y	
4487258	2583	Vino Ristorante Italiano	212 S 3RD ST			
5101053	1514	Economy Auto Repair former	4815 NE 4TH ST			
5168785	5353	Aqua Barn	15227 RENTON MAPLE VALLEY RD		Y	

Table B-1. Cleanup Sites With No Further Action Determinations Within Renton WHPAs  
Renton WHPP Update

**Table B-1. Cleanup Sites With No Further Action Determinations Within Renton WHPAs**

FSID	Cleanup Site Id	Facility Name	Facility Address	Hazardous Materials	LUST	Environmental Covenant
5494605	1025	OLYMPIC PIPE LINE CO MAPLEWOOD	3524 SE 5TH ST			
5796263	1093	Kens Dry Cleaners	17620 140TH AVE SE SUITE C8	Y		
6417829	7701	Puget Sound Helicopter Inc	300 AIRPORT WAY S	Y	Y	
7567537	844	Fogarrd Baker	5325 NE 4TH ST			
8119234	7773	MCCANN ENTERPRISES INC	13029 136TH AVE SE		Y	
8980557	4503	Lakeshore Landing Residential Site	1201 N 10TH PL			
9625997	424	SUNSET VIEW APARTMENTS	2101 SW SUNSET BLVD			
16258354	8124	RENTON BP	300 320 RAINIER AVE S	Y	Y	
16674799	7231	Chevron USA Inc SS 94522	4044 NE SUNSET BLVD	Y	Y	
21164679	5675	Arco 5238	175 RAINIER AVE S	Y	Y	
26515148	5785	RENTON SHOPPING CENTER	351 HARDIE AVE SW		Y	Y
27124698	4111	Friedels Svc Inc	345 FACTORY PL N	Y		
27383166	5801	COOKS CHEVRON MART II	201 S 3RD ST	Y	Y	
28815815	638	PDQ Cleaners	3807 NE 4TH	Y		
32528923	5873	GULL 229	2904 MAPLE VALLEY HWY	Y	Y	
32954817	4262	KING CNTY DPW RENTON FACILITY	155 MONROE AVE NE	Y		
34987922	8821	TEXACO STATION 632320180	14210 SE PETROVITSKY	Y	Y	
36726432	8901	KING COUNTY PUBLIC WORKS ROADS DIV	155 MONROE AVE NE BLDG A		Y	
36993943	11786	Arco 6026	17200 140TH AVE SE	Y	Y	
46734965	6142	7 ELEVEN 233216921	1520 DUVALL AVE NE		Y	
47138342	9351	Arco 5902	710 S GRADY WAY	Y	Y	
47783192	9385	Circle K Store 2701602	20727 108TH AVE SE	Y	Y	
47917271	6155	RENTON NORTHWEST LLC	4105 NE 4TH ST	Y	Y	
48271835	6160	Shell Station 120646	1410 N 30TH ST	Y	Y	
51753478	6202	CHEVRON 97111	19044 108TH AVE SE	Y	Y	
54463839	12913	Bryant Motors	1300 BRONSON WAY N	Y		
55297998	4744	RENTON SCHOOL DISTRICT	410 PARK AVE			
61614156	6378	GULL 205	3800 NE 4TH	Y	Y	
62238722	1197	WALTS SERVICE CENTER	546 BURNETT AVE N			
63659812	9975	Cascade Lincoln Mercury	201 S 7TH ST	Y	Y	

Table B-1. Cleanup Sites With No Further Action Determinations Within Renton WHPAs  
Renton WHPP Update



**Table B-1. Cleanup Sites With No Further Action Determinations Within Renton WHPAs**

FSID	Cleanup Site Id	Facility Name	Facility Address	Hazardous Materials	LUST	Environmental Covenant
64293294	9996	MAPLEWOOD MAINTENANCE SHOP	4000 MAPLE VALLEY HWY		Y	
64969378	4226	T & S AUTOMOTIVE SALES	515 RAINIER AVE S			
68451915	2647	Fairwood Cleaners Inc	17240 140TH AVE SE	Y		
71471562	6545	CHARLEYS AUTOMOTIVE	207 MAIN ST S		Y	
72553632	10282	Arco 5491	1537 DUVALL AVE NE	Y	Y	
72727118	10292	NW ENTERPRIZES CORPORATION	3123 NE 4TH		Y	
72762979	10295	Goodyear Auto Service Center 8821	207 S 3RD ST	Y	Y	
73233112	10311	Shell Station 121227	4102 NE 4TH ST	Y	Y	
74465899	6610	Kennydale Chevron	1419 N 30TH ST	Y	Y	
78566837	2963	LES SCHWAB TIRES RENTON	710 RAINIER AVE S			
79696523	6686	JC MART	2801 NE SUNSET BLVD		Y	
81135179	4322	ORCHARD PLAZA SHOPPING CTR DRY CLEANERS	20910 108TH AVE SE			
82472985	2892	North American Refractories	1500 HOUSER WAY S	Y		
82651824	1130	BNSF Shattuck Street Derailment	SHATTUCK & HOUSER STS			
84748394	4625	Lithia Lot A Car of Renton	700 S GRADY WAY			
85831936	4325	Plat of Shady Estates	S 197TH PL & TALBOT RD S			
85953633	10844	PACCAR MIS	480 HOUSER WAY N	Y	Y	
88647696	6816	SUNSET RAINIER RENTON WALGREENS	299 RAINIER AVE S	Y	Y	
97278611	11276	SHORT STOP MINI MART	4615 NE 4TH ST	Y	Y	
97722694	1936	RENTON HIGHLANDS	2880 NE 3RD ST			

**APPENDIX C**  
**ENVIRONMENTAL SITES INFORMATION**

**KING COUNTY**

<b>SITE ID:</b>	<b>Renton Highlands Landfill</b>	Cleanup Site ID: 212	FS ID: 2128
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Alternate Name(s): Highlands Landfill, RENTON HIGHLANDS LANDFILL

<b>LOCATION:</b>	WRIA: 8	Lat/Long: 47.486 -122.181	<a href="#">View Vicinity Map</a>
<b>Address:</b>	NE 3RD ST & NE 4TH ST RENTON 98056	Township: 23N Range: 5E Section: 16	Legislative District: 11 Congressional District: 9

<b>STATUS:</b>	<b>Awaiting Cleanup</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
	Responsible Unit: Northwest	Site Manager: Northwest Region	Statute: MTCA	
	Is Brownfield?	Has Environmental Covenant?	Is PSI Site?	
	NFA Received?	NFA Date:	NFA Reason:	

**ASSOCIATED CLEANUP UNIT(s)**

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
1001	Renton Highlands Landfill	Upland	No Process	Awaiting Cleanup		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	3/1/1988	3/1/1988			Northwest Region

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Conventional Contaminants, Inorganic			S			
Conventional Contaminants, Organic			S			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected  
R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

<b>SITE ID:</b>	<b>Scott Drycleaners</b>	Cleanup Site ID: 644	FS ID: 62912812
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Alternate Name(s): Scott Drycleaners

<b>LOCATION:</b>	WRIA: 9	Lat/Long: 47.476 -122.215	<a href="#">View Vicinity Map</a>
<b>Address:</b>	201 S 4TH PL RENTON 98055	Township: 23N Range: 5E Section: 18	Legislative District: 37 Congressional District: 9

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
	Responsible Unit: Northwest	Site Manager: Northwest Region	Statute: MTCA	
	Is Brownfield?	Has Environmental Covenant?	Is PSI Site?	
	NFA Received?	NFA Date:	NFA Reason:	

**ASSOCIATED CLEANUP UNIT(s)**

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
4115	Scott Drycleaners	Upland	Independent Action	Cleanup Started		515631 / 634327

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	12/13/2000	12/13/2000			Colburn, Gail
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	2/1/2001	2/1/2001		Local Government	County Health-NW
CleanupSite		Early Notice Letter(s)	Completed	10/22/2001	10/22/2001			Bremer, Steve
VcpProject	NW1145	VCP Opinion on Cleanup Action	Completed	8/13/2003				Maurer, Christopher

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Halogenated Organics	C		C			

**Key:**

B - Below Cleanup Level  
 C - Confirmed Above Cleanup Level  
 S - Suspected  
 R - Remediated  
 RA - Remediated-Above  
 RB - Remediated-Below



CleanupSiteDetails2014

**KING COUNTY**

**SITE ID:** **PACIFIC CAR & FOUNDRY CO** Cleanup Site ID: 788 FS ID: 2065

Alternate Name(s): ACTIVE USA INC, DALLAS & MAVIS FORWARDING TRUCK DEC, PACCAR DEFENSE SYSTEMS, PACCAR INC RENTON SITE, PACIFIC CAR & FOUNDRY CO, PACIFIC CAR & FOUNDRY CO., PACIFIC CAR & FOUNDRY COMPANY, PACIFIC CAR AND FOUNDRY COMPANY

**LOCATION:** WRIA: 8 Lat/Long: 47.491 -122.198 [View Vicinity Map](#)

**Address:** 1400 N 4TH ST RENTON 98057 Township Range Section Legislative District: 37 Congressional District: 9

**STATUS:** **Construction Complete-Performance Monitoring** Rank: 0 [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Timm, Ron Statute: MTCA

Is Brownfield? Has Environmental Covenant? Yes Is PSI Site?

NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
955	PACIFIC CAR AND FOUNDRY COMPANY	Upland	Federal-supervised or conducted	Cleanup Complete-Active O&M/Monitoring ongoing		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Hazard Assessment/Federal Site Inspection	Completed	9/10/1990	9/10/1990		Ecology	South, David
CleanupSite		Hazardous Sites Listing/NPL	Completed	9/10/1991	9/10/1991			South, David
CleanupSite ActivityType		Periodic Review	Planned	3/1/2019				Freeman, Eugene
CleanupSite ActivityType		Periodic Review	Completed	10/1/2009	11/23/2009			Hickey, Joe
CleanupSite ActivityType		Periodic Review	Completed	3/1/2014	7/1/2014			Freeman, Eugene
CleanupSite MilestoneType		O & M	In Process	11/8/1997	3/31/2012			South, David
Milestone		Remedial Investigation and/or Feasibility Study	Completed	7/1/1988	8/30/1991			South, David
Milestone		Cleanup Action Plan	Completed	6/15/1990	9/15/1991			South, David
Milestone		Cleanup - Construction	Completed	9/15/1991	11/8/1997			South, David

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Conventional Contaminants, Inorganic			C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

Halogenated Organics	C	C			
Metals - Other		C			
Metals Priority Pollutants	C	C			
Non-Halogenated Solvents		C			
Petroleum Products-Unspecified		C			
Phenolic Compounds		C			
Polychlorinated biPhenyls (PCB)		C			
Polycyclic Aromatic Hydrocarbons		C			

CleanupSiteDetails2014

**KING COUNTY**

<b>SITE ID:</b>	<b>Sky Harbor Aviation</b>	Cleanup Site ID: 1170	FS ID: 63051958
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Alternate Name(s): RENTON MUNICIPAL AIRPORT, SKY HARBOR AVIATION

<b>LOCATION:</b>	WRIA: 8	Lat/Long: 47.486 -122.214	<a href="#">View Vicinity Map</a>
<b>Address:</b>	300 AIRPORT WAY S RENTON 98055	Township: 23N Range: 5E Section: 18	Legislative District: 37 Congressional District: 9

<b>STATUS:</b>	<b>Awaiting Cleanup</b>	Rank: 5	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
	Responsible Unit: Northwest	Site Manager: Northwest Region	Statute: MTCA	
	Is Brownfield?	Has Environmental Covenant?	Is PSI Site?	
	NFA Received?	NFA Date:	NFA Reason:	

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
4121	Sky Harbor Aviation	Upland	No Process	Awaiting Cleanup		502544

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	3/31/1999	3/31/1999			Northwest Region
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	3/31/1999	3/31/1999		Ecology	Northwest Region
CleanupSite		Early Notice Letter(s)	Completed	9/7/1999	9/7/1999			Northwest Region
CleanupSite		Site Hazard Assessment/Federal Site Inspection	Completed	3/13/2002	8/2/2002		Local Government	County Health-NW
CleanupSite		Hazardous Sites Listing/NPL	Completed	8/2/2002	8/2/2002			Northwest Region

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Non-Halogenated Solvents	S		C			
Petroleum Products-Unspecified	S		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

**SITE ID:** **Stoneway Concrete Renton** Cleanup Site ID: 2121 FS ID: 62244377

Alternate Name(s): RENTON PLANT, Stoneway Concrete Renton

**LOCATION:** WRIA: 8 Lat/Long: 47.481 -122.194 [View Vicinity Map](#)

**Address:** 1915 SE MAPLE VALLEY HWY RENTON 98055  
Township: 23N Range: 5E Section: 17  
Legislative District: 11 Congressional District: 9

**STATUS:** **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Warfel, Michael Statute: MTCA  
Is Brownfield? Has Environmental Covenant? Is PSI Site?  
NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
4094	Renton Plant	Upland	Voluntary Cleanup Program	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
VcpProject	NW1702	VCP Receipt of Plan or Report	Completed	8/11/2015	8/11/2015			Bardy, Louise
VcpProject	NW1702	VCP Receipt of Plan or Report	Completed	4/24/2017	4/24/2017			Fernandez, Sonia
VcpProject	NW1702	VCP Opinion on Site Cleanup Plan	Completed	4/24/2017	8/31/2017			Warfel, Michael
VcpProject	NW1702	VCP Status Request	Completed	6/14/2015	8/11/2015			Bardy, Louise
VcpProject	NW1702	VCP Opinion on Interim Action	Completed	11/29/2006				Headquarters
VcpProject	NW1702	VCP Opinion on Cleanup Action Plan	Completed	3/9/2009	4/30/2009			Goldstein, Libby

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum Products-Unspecified			C			

**Key:**

B - Below Cleanup Level  
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R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **PSE Grady Way Renton Complex Parcel 2** Cleanup Site ID: 2743 FS ID: 21349929

Alternate Name(s): PSE GRADY WAY RENTON COMPLEX PARCEL 2, TALBOT STORAGE YARD

LOCATION: WRIA: 9 Lat/Long: 47.473 -122.208 [View Vicinity Map](#)

Address: 915 S GRADY WAY RENTON 98055 Township 23N Range 5E Section 19 Legislative District: 11 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA

Is Brownfield? Has Environmental Covenant? Yes Is PSI Site?

NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
3481	PSE Grady Way Renton Complex Parcel 2	Upland	Independent Action	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	1/20/2000	1/20/2000			Northwest Region
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed					Northwest Region
CleanupSite		Site Hazard Assessment/Federal Site Inspection	Canceled	4/7/2015	9/25/2015		Ecology w/ Contractor	Musa, Donna
VcpProject	NW0429	VCP Opinion on Cleanup Action	Completed	1/20/2000	2/3/2000			Madakor, Nnamdi

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Metals Priority Pollutants	C		R			
Petroleum Products-Unspecified	C		R			
Polychlorinated biPhenyls (PCB)	S		R			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected  
R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below



CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **PSE Grady Way Renton Complex Parcel 3** Cleanup Site ID: 2893 FS ID: 86541135

Alternate Name(s): PSE GRADY WAY RENTON COMPLEX PARCEL 3, TALBOT STORAGE YARD

LOCATION: WRIA: 9 Lat/Long: 47.471 -122.207 [View Vicinity Map](#)

Address: 915 S GRADY WAY RENTON 98055 Township 23N Range 5E Section 19 Legislative District: 11 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA

Is Brownfield? Has Environmental Covenant? Is PSI Site?

NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
4507	PSE GRADY WAY RENTON COMPLEX PARCEL 3	Upland	Independent Action	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	1/20/2000	1/20/2000			Northwest Region
CleanupSite		Site Hazard Assessment/Federal Site Inspection	Canceled	4/7/2015	9/25/2015		Ecology w/ Contractor	Musa, Donna
VcpProject	NW0430	VCP Opinion on Cleanup Action	Completed	1/20/2000	12/31/2002			Madakor, Nnamdi

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Metals Priority Pollutants	C		R			
Petroleum Products-Unspecified	C		R			
Polychlorinated biPhenyls (PCB)	S		R			

**Key:**

B - Below Cleanup Level  
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S - Suspected  
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RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **Renton Village Cleaners** Cleanup Site ID: 3328 FS ID: 4484368

Alternate Name(s): Renton Village, Renton Village Cleaners, RENTON VILLAGE DRY CLEANERS

LOCATION: WRIA: 9 Lat/Long: 47.472 -122.210 [View Vicinity Map](#)

Address: 601 S Grady Way Renton 98057 Township 23N Range 5E Section 19 Legislative District: 11 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Headquarters Site Manager: Maurer, Christopher Statute: MTCA

Is Brownfield? Has Environmental Covenant? Is PSI Site?

NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
2512	Renton Village Cleaners	Upland	Voluntary Cleanup Program	Cleanup Started		561155

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	7/25/2007	7/25/2007			Northwest Region
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	7/27/2007	7/27/2007		Ecology	Colburn, Gail
CleanupSite		Early Notice Letter(s)	Completed	8/6/2007	8/6/2007			Colburn, Gail
VcpProject	NW1914	VCP Opinion on Remedial Investigation	Completed	4/9/2008	5/1/2008			Hickey, Joe
VcpProject	NW1914	VCP Status Request	Completed	5/7/2013				Pederson, Carrie
VcpProject	NW1914	VCP Opinion on Interim Action	Completed	9/22/2008	12/11/2008			Nye, Roger
VcpProject	NW3017	VCP Receipt of Plan or Report	Completed	11/16/2015	11/16/2015			Fernandez, Sonia
VcpProject	NW3017	VCP Receipt of Plan or Report	Completed	7/24/2017	7/24/2017			Maurer, Christopher
VcpProject	NW3017	VCP Opinion on Site Cleanup	In Process	12/22/2015				Maurer, Christopher

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Halogenated Organics	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

<b>SITE ID:</b>	<b>Service Linen Supply</b>	Cleanup Site ID: 3382	FS ID: 12593698
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Alternate Name(s): Service Linen Supply, SERVICE LINEN SUPPLY INC

<b>LOCATION:</b>	WRIA: 9	Lat/Long: 47.478 -122.207	<a href="#">View Vicinity Map</a>
<b>Address:</b> 903 S 4TH ST RENTON 98057-0659	Township: 23N	Range: 5E	Section: 17
			Legislative District: 37 Congressional District: 9

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
Responsible Unit:	Headquarters	Site Manager:	Cook, Jason	
Is Brownfield?		Has Environmental Covenant?	Statute: MTCA	
NFA Received?		NFA Date:	Is PSI Site?	
		NFA Reason:		

**ASSOCIATED CLEANUP UNIT(s)**

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
3363	Service Linen Supply	Upland	Voluntary Cleanup Program	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
LUST		LUST - Notification	Completed	10/19/2000	10/19/2000			Bails, John
LUST		LUST - Report Received	Completed	2/1/2017	2/1/2017			
LUST		LUST - Report Received	Completed	10/19/2000	10/19/2000			
VcpProject	NW1637	VCP Opinion on Interim Action	Completed	6/6/2006	8/3/2006			Hickey, Joe
VcpProject	NW3113	VCP Opinion on Site Cleanup	Completed	2/1/2017	10/27/2017			Cook, Jason

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Conventional Contaminants, Organic	C		C			
LUST - Other Hazardous Substance	C		C			
Non-Halogenated Solvents	C		C			
Petroleum-Gasoline	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **Texaco 632320402** Cleanup Site ID: 5313 FS ID: 3238112

Alternate Name(s): CHEVRON TEXACO 21-1549, GULL 1201, Texaco 632320402, Texaco Station 632320402

LOCATION: WRIA: 9 Lat/Long: 47.474 -122.207 [View Vicinity Map](#)

Address: 509 S GRADY WAY RENTON 98055 Township 23N Range 5E Section 19 Legislative District: 11 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Nye, Roger Statute: MTCA  
 Is Brownfield? Has Environmental Covenant? Is PSI Site?  
 NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
4908	GULL 1201	Upland	Voluntary Cleanup Program	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
Milestone		Cleanup Action Plan	In Process	4/27/2005	12/31/2006			Northwest Region
LUST		LUST - Notification	Completed	8/28/1989	8/28/1989			
LUST		LUST - Report Received	Completed	3/9/1994	3/9/1994			
LUST		LUST - Report Received	Completed	12/16/2005	12/16/2005			
LUST		LUST - Report Received	Completed	6/22/1998	6/22/1998			
LUST		LUST - Report Received	Completed	2/11/1997	2/11/1997			
LUST		LUST - Report Received	Completed	3/12/1998	3/12/1998			
LUST		LUST - Report Received	Completed	4/25/2001	4/25/2001			
LUST		LUST - Report Received	Completed	4/16/1998	4/16/1998			
LUST		LUST - Report Received	Completed	7/6/2012	7/6/2012			
LUST		LUST - Report Received	Completed	10/13/1998	10/13/1998			
LUST		LUST - Report Received	Completed	12/17/2004	12/17/2004			
LUST		LUST - Report Received	Completed	3/12/1998	3/12/1998			



LUST		LUST - Report Received	Completed	1/29/2003	1/29/2003		
LUST		LUST - Report Received	Completed	3/7/1994	3/7/1994		
LUST		LUST - Report Received	Completed	2/11/1997	2/11/1997		
LUST		LUST - Report Received	Completed	10/16/1995	10/16/1995		
LUST		LUST - Report Received	Completed	4/21/1997	4/21/1997		
LUST		LUST - Report Received	Completed	1/22/2002	1/22/2002		
LUST		LUST - Report Received	Completed	3/31/1994	3/31/1994		
LUST		LUST - Report Received	Completed	2/11/1997	2/11/1997		
LUST		LUST - Report Received	Completed	10/13/1998	10/13/1998		
LUST		LUST - Report Received	Completed	5/30/1995	5/30/1995		
LUST		LUST - Report Received	Completed	8/26/1997	8/26/1997		
LUST		LUST - Report Received	Completed	4/24/1995	4/24/1995		
LUST		LUST - Report Received	Completed	10/16/1995	10/16/1995		
LUST		LUST - Report Received	Completed	8/23/1996	8/23/1996		
LUST		LUST - Report Received	Completed	9/30/2005	9/30/2005		
LUST		LUST - Report Received	Completed	11/11/1993	11/11/1993		
LUST		LUST - Report Received	Completed	12/23/2003	12/23/2003		
LUST		LUST - Report Received	Completed	12/19/1994	12/19/1994		
LUST		LUST - Report Received	Completed	1/7/1999	1/7/1999		
LUST		LUST - Report Received	Completed	3/2/2007	3/2/2007		
LUST		LUST - Report Received	Completed	8/9/2001	8/9/2001		
LUST		LUST - Report Received	Completed	10/19/2009	10/19/2009		
VcpProject	NW1450	VCP Status Request	In Process	7/7/2017			Fernandez, Sonia
VcpProject	NW1450	VCP Opinion on Cleanup Action Plan	Completed	4/27/2005			Adams, Mark
VcpProject	NW1450	VCP Opinion on Interim Action	Completed	3/19/2007			Adams, Mark
VcpProject	NW1450	VCP Opinion on Interim Action	Canceled	7/9/2008			Adams, Mark

AFFECTED MEDIA & CONTAMINANTS:

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	C		C			
Lead	C		C			
Metals Priority Pollutants	C		B			
Pesticides-Unspecified			C			
Petroleum-Gasoline	C		C			
Petroleum-Other	C		C			

**Key:**

B - Below Cleanup Level  
 C - Confirmed Above Cleanup Level  
 S - Suspected

R - Remediated  
 RA - Remediated-Above  
 RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

<b>SITE ID:</b>	<b>Lithia Dodge Chrysler Jeep</b>	Cleanup Site ID: 5446	FS ID: 7826317
<b>Alternate Name(s):</b>		Lithia Dodge Chrysler Jeep, PUGET SOUND CHRY PLY INC, PUGET SOUND CHRY-PLY INC, PUGET SOUND CHRYSLER PLYMOUTH INC	

<b>LOCATION:</b>	WRIA: 9	Lat/Long: 47.476 -122.215	<a href="#">View Vicinity Map</a>
<b>Address:</b>	585 RAINIER AVE S RENTON 98055	Township: 23N Range: 5E Section: 18	Legislative District: 37 Congressional District: 9

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
	Responsible Unit: Northwest	Site Manager: Northwest Region	Statute: MTCA	
	Is Brownfield?	Has Environmental Covenant?	Is PSI Site?	
	NFA Received?	NFA Date:	NFA Reason:	

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
5935	PUGET SOUND CHRYSLER PLYMOUTH	Upland	Independent Action	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	9/30/1994	9/30/1994			Northwest Region
LUST		LUST - Notification	Completed	9/30/1994	9/30/1994			
LUST		LUST - Report Received	Completed	12/13/1993	12/13/1993			
LUST		LUST - Report Received	Completed	7/14/1994	7/14/1994			
LUST		LUST - Report Received	Completed	10/13/1993	10/13/1993			
LUST		LUST - Report Received	Completed	9/19/1994	9/19/1994			
LUST		LUST - Report Received	Completed	3/14/2007	3/14/2007			
LUST		LUST - Report Received	Completed	1/10/1995	1/10/1995			
LUST		LUST - Report Received	Completed	10/20/1997	10/20/1997			
LUST		LUST - Report Received	Completed	1/23/1995	1/23/1995			
LUST		LUST - Report Received	Completed	3/23/1994	3/23/1994			
LUST		LUST - Report Received	Completed	6/11/1996	6/11/1996			
VcpProject	NW0913	VCP Opinion on Cleanup Action	Completed	6/11/2002				Sato, Brian

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Arsenic	C		S			
Benzene	C		C			
Lead	C		S			
Non-Halogenated Solvents	C		C			
Petroleum-Gasoline	C		C			
Petroleum-Other	C		C			

**Key:**

B - Below Cleanup Level  
 C - Confirmed Above Cleanup Level  
 S - Suspected

R - Remediated  
 RA - Remediated-Above  
 RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

**SITE ID:** Walkers Renton Subaru Used Cars Cleanup Site ID: 5659 FS ID: 19684856

Alternate Name(s): SOUND SUBARU RENTON, WALKER SUBARU USED CAR LOT, Walkers Renton Subaru Used Cars

**LOCATION:** WRIA: 9 Lat/Long: 47.480 -122.217 [View Vicinity Map](#)

Address: 250 RAINIER AVE S RENTON 98057 Township 23N Range 5E Section 18 Legislative District: 37 Congressional District: 9

**STATUS:** Cleanup Started Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA

Is Brownfield? Has Environmental Covenant? Is PSI Site?

NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
6291	SOUND SUBARU	Upland	Independent Action	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
LUST		LUST - Notification	Completed	4/8/1998	4/8/1998			
LUST		LUST - Report Received	Completed	3/8/2000	3/8/2000			
LUST		LUST - Report Received	Completed	3/8/2000	3/8/2000			
LUST		LUST - Report Received	Completed	3/8/2000	3/8/2000			
LUST		LUST - Report Received	Completed	4/8/1998	4/8/1998			
LUST		LUST - Report Received	Completed	11/12/2013	11/12/2013			
LUST		LUST - Report Received	Completed	11/12/2013	11/12/2013			
VcpProject	NW0420	VCP Opinion on Cleanup Action	Completed	3/8/2000	5/4/2000			Kuntz, Michael
VcpProject	NW0420	VCP Opinion on Cleanup Action	Completed	7/4/1776				Kuntz, Michael
VcpProject	NW2798	VCP Opinion on Remedial Investigation	Canceled	11/12/2013				Madakor, Nnamdi

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	C		C			

**Key:**

B - Below Cleanup Level  
 C - Confirmed Above Cleanup Level  
 S - Suspected  
 R - Remediated  
 RA - Remediated-Above  
 RB - Remediated-Below

Non-Halogenated Solvents	C		C			
Petroleum-Diesel	C		C			
Petroleum-Gasoline	C		C			
Petroleum-Other	C		C			

CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **Sound Ford** Cleanup Site ID: 6342 FS ID: 58499353

Alternate Name(s): Sound Ford, SOUND FORD INC, SOUND FORD RENTON

LOCATION: WRIA: 9 Lat/Long: 47.473 -122.218 [View Vicinity Map](#)

Address: 750 RAINIER AVE S RENTON 98055 Township 23N Range 5E Section 19 Legislative District: 11 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA  
 Is Brownfield? Has Environmental Covenant? Is PSI Site?  
 NFA Received? NFA Date: NFA Reason:

ASSOCIATED CLEANUP UNIT(s)

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
4881	SOUND FORD RENTON	Upland	Independent Action	Cleanup Started		602460

SITE ACTIVITIES:

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	7/29/1989	7/29/1989			Northwest Region
CleanupSite		Site Discovery/Release Report Received	Completed	8/15/1989	8/15/1989			Northwest Region
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	11/10/2008	11/10/2008		Ecology	Reid, Wallace
CleanupSite		Early Notice Letter(s)	Completed	2/18/2009	2/18/2009			Reid, Wallace
LUST		LUST - Notification	Completed	7/27/1989	7/27/1989			
LUST		LUST - Report Received	Completed	10/4/1989	10/4/1989			
LUST		LUST - Report Received	Completed	10/4/1989	10/4/1989			

AFFECTED MEDIA & CONTAMINANTS:

Media:

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	S		C			
Petroleum-Gasoline	C		C			
Petroleum-Other	S		C			

**Key:**  
 B - Below Cleanup Level  
 C - Confirmed Above Cleanup Level  
 S - Suspected  
 R - Remediated  
 RA - Remediated-Above  
 RB - Remediated-Below

CleanupSiteDetails2014



**KING COUNTY**

SITE ID: **LTS Trucking** Cleanup Site ID: 6558 FS ID: 71914167

Alternate Name(s): CASTAGNO BROTHERS, CASTAGNO-BROS, LTS Trucking, RENTON ISSAQUAH AUTO FREIGHTLINE

LOCATION: WRIA: 9 Lat/Long: 47.474 -122.212 [View Vicinity Map](#)

Address: 423 S 7TH ST RENTON 98055 Township 23N Range 5E Section 19 Legislative District: 11 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA  
 Is Brownfield? Has Environmental Covenant? Yes Is PSI Site?  
 NFA Received? NFA Date: 1/29/1999 NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
6426	LTS Trucking	Upland	Voluntary Cleanup Program	No Further Action Required		
15042	LTS Trucking (Off-Property)	Upland	No Process	Awaiting Cleanup		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Reopen Site	Completed	6/28/2011	6/28/2011			Northwest Region
CleanupSite		Site Status Changed to NFA	Completed	1/29/1999	1/29/1999			
CleanupSite <small>ActivityType</small>		Periodic Review	Completed	11/1/2014	11/1/2014			Freeman, Eugene
CleanupSite <small>ActivityType</small>		Periodic Review	Planned	10/1/2019				Freeman, Eugene
CleanupSite <small>ActivityType</small>		Periodic Review	Completed	11/2/2009	12/21/2009			Hickey, Joe
LUST		LUST - Notification	Completed	2/19/1998	2/19/1998			Forson, Ben
LUST		LUST - Site Characterization Report	Completed	1/10/1997	1/10/1997			
LUST		LUST - Report Received	Completed	8/10/1997	8/10/1997			
LUST		LUST - Report Received	Completed	2/12/1998	2/12/1998			
LUST		LUST - Report Received	Completed	5/10/1997	5/10/1997			
LUST		LUST - Report Received	Completed	10/30/1997	10/30/1997			
LUST		LUST - Report Received	Completed	2/19/1998	2/19/1998			

VcpProject	NW0033	VCP Opinion on Property Cleanup	Completed	6/28/2011	6/28/2011			Olsen, Russ
VcpProject	NW0033	VCP Opinion on Cleanup Action	Completed	2/19/1998	1/29/1999			Forson, Ben

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum-Other	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

**SITE ID:** **ARCO STATION 5207** Cleanup Site ID: 8164 FS ID: 17426998

Alternate Name(s): ARCO 05207, Arco 5207, ARCO STATION 5207, Renton Daily Grow Mart, RENTON DAILY GROW MART INC, RENTON EAGLE MART

**LOCATION:** WRIA: 8 Lat/Long: 47.489 -122.202 [View Vicinity Map](#)

Address: 401 PARK AVE N Township Range Section Legislative District: 37  
 RENTON 98055 23N 5E 8 Congressional District: 9

**STATUS:** **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA  
 Is Brownfield? Has Environmental Covenant? Is PSI Site?  
 NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
7856	ARCO STATION # 5207	Upland	Voluntary Cleanup Program	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
LUST		LUST - Notification	Completed	12/15/1989	12/15/1989			
LUST		LUST - Report Received	Completed	1/22/2010	1/22/2010			
LUST		LUST - Report Received	Completed	3/4/2009	3/4/2009			
LUST		LUST - Report Received	Completed	3/3/2000	3/3/2000			
LUST		LUST - Report Received	Completed	7/24/1991	7/24/1991			
LUST		LUST - Report Received	Completed	6/7/2010	6/7/2010			
LUST		LUST - Report Received	Completed	6/24/1991	6/24/1991			
LUST		LUST - Report Received	Completed	4/21/2006	4/21/2006			
LUST		LUST - Report Received	Completed	4/30/1999	4/30/1999			
LUST		LUST - Report Received	Completed	7/22/1993	7/22/1993			
LUST		LUST - Report Received	Completed	2/10/1997	2/10/1997			
LUST		LUST - Report Received	Completed	11/30/1993	11/30/1993			
LUST		LUST - Report Received	Completed	3/15/2007	3/15/2007			

LUST		LUST - Report Received	Completed	9/23/1999	9/23/1999				
LUST		LUST - Report Received	Completed	10/26/1998	10/26/1998				
LUST		LUST - Report Received	Completed	3/19/1991	3/19/1991				
LUST		LUST - Report Received	Completed	10/21/2005	10/21/2005				
LUST		LUST - Report Received	Completed	12/15/1995	12/15/1995				
LUST		LUST - Report Received	Completed	5/24/2001	5/24/2001				
LUST		LUST - Report Received	Completed	4/28/2008	4/28/2008				
LUST		LUST - Report Received	Completed	2/7/1996	2/7/1996				
LUST		LUST - Report Received	Completed	4/24/2003	4/24/2003				
LUST		LUST - Report Received	Completed	10/27/1997	10/27/1997				
LUST		LUST - Report Received	Completed	2/19/1993	2/19/1993				
LUST		LUST - Report Received	Completed	1/22/2010	1/22/2010				
LUST		LUST - Report Received	Completed	7/22/1997	7/22/1997				
LUST		LUST - Report Received	Completed	5/17/1994	5/17/1994				
LUST		LUST - Report Received	Completed	2/7/2002	2/7/2002				
LUST		LUST - Report Received	Completed	4/6/1990	4/6/1990				
LUST		LUST - Report Received	Completed	10/14/2008	10/14/2008				
LUST		LUST - Report Received	Completed	11/9/1996	11/9/1996				
LUST		LUST - Report Received	Completed	3/24/2004	3/24/2004				
LUST		LUST - Report Received	Completed	11/6/2000	11/6/2000				
LUST		LUST - Report Received	Completed	6/12/1992	6/12/1992				
LUST		LUST - Report Received	Completed	8/24/2006	8/24/2006				
LUST		LUST - Report Received	Completed	8/10/1993	8/10/1993				
LUST		LUST - Report Received	Completed	10/20/2004	10/20/2004				
LUST		LUST - Report Received	Completed	4/11/1995	4/11/1995				
LUST		LUST - Report Received	Completed	4/5/1993	4/5/1993				
LUST		LUST - Report Received	Completed	12/23/2003	12/23/2003				
LUST		LUST - Report Received	Completed	8/25/1994	8/25/1994				

LUST		LUST - Report Received	Completed	2/11/2005	2/11/2005				
LUST		LUST - Report Received	Completed	4/10/1998	4/10/1998				
LUST		LUST - Report Received	Completed	10/25/2007	10/25/2007				
LUST		LUST - Report Received	Completed	1/16/1995	1/16/1995				
LUST		LUST - Report Received	Completed	9/9/2010	9/9/2010				
LUST		LUST - Report Received	Completed	9/8/2010	9/8/2010				
LUST		LUST - Report Received	Completed	11/22/2010	11/22/2010				
LUST		LUST - Report Received	Completed	2/9/2011	2/9/2011				
LUST		LUST - Report Received	Completed	2/8/2012	2/8/2012				
LUST		LUST - Report Received	Completed	2/21/2013	2/21/2013				
LUST		LUST - Report Received	Completed	11/1/2011	11/1/2011				
LUST		LUST - Report Received	Completed	3/5/2015	3/5/2015				
LUST		LUST - Report Received	Completed	4/14/2015	4/14/2015				
LUST		LUST - Report Received	Completed	10/24/2014	10/24/2014				
LUST		LUST - Report Received	Completed	7/2/2015	7/2/2015				
LUST		LUST - Report Received	Completed	4/27/2014	4/27/2014				
VcpProject	NW2467	VCP Opinion on Site Cleanup	Completed	3/5/2015	8/2/2016				Fernandez, Sonia

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	C		C			
Petroleum-Gasoline	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **Brown Bear Car Wash 2422** Cleanup Site ID: 8561 FS ID: 27778869

Alternate Name(s): Brown Bear Car Wash 2422, Car Wash Enterprises, RENTON 1

LOCATION: WRIA: 9 Lat/Long: 47.474 -122.216 [View Vicinity Map](#)

Address: 621 & 641 RAINIER AVE S RENTON 98055-2410  
 Township: 23N Range: 5E Section: 18  
 Legislative District: 11 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA  
 Is Brownfield? Has Environmental Covenant? Is PSI Site?  
 NFA Received? NFA Date: NFA Reason:

ASSOCIATED CLEANUP UNIT(s)

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
12682	Car Wash Enterprises Renton (Off-Property)	Upland	No Process	Cleanup Started		
8253	Car Wash Enterprises Renton (Property)	Upland	Voluntary Cleanup Program	No Further Action Required		

SITE ACTIVITIES:

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	8/19/2010	8/19/2010			Northwest Region
LUST		LUST - Notification	Completed	4/12/1991	4/12/1991			
LUST		LUST - Report Received	Completed	10/26/1999	10/26/1999			
LUST		LUST - Report Received	Completed	9/2/1992	9/2/1992			
LUST		LUST - Report Received	Completed	8/1/2003	8/1/2003			
LUST		LUST - Report Received	Completed	5/30/1997	5/30/1997			
LUST		LUST - Report Received	Completed	1/28/2005	1/28/2005			
LUST		LUST - Report Received	Completed	11/7/1997	11/7/1997			
LUST		LUST - Report Received	Completed	11/2/1993	11/2/1993			
LUST		LUST - Report Received	Completed	9/12/2002	9/12/2002			
LUST		LUST - Report Received	Completed	8/2/1999	8/2/1999			
LUST		LUST - Report Received	Completed	8/20/2001	8/20/2001			

LUST		LUST - Report Received	Completed	6/7/2004	6/7/2004				
LUST		LUST - Report Received	Completed	1/4/2001	1/4/2001				
LUST		LUST - Report Received	Completed	11/1/2004	11/1/2004				
LUST		LUST - Report Received	Completed	7/18/2000	7/18/2000				
LUST		LUST - Report Received	Completed	9/30/1992	9/30/1992				
LUST		LUST - Report Received	Completed	8/25/1998	8/25/1998				
LUST		LUST - Report Received	Completed	1/31/2003	1/31/2003				
LUST		LUST - Report Received	Completed	9/28/1998	9/28/1998				
LUST		LUST - Report Received	Completed	5/28/1992	5/28/1992				
LUST		LUST - Report Received	Completed	12/29/1998	12/29/1998				
LUST		LUST - Report Received	Completed	8/28/2003	8/28/2003				
LUST		LUST - Report Received	Completed	5/9/1997	5/9/1997				
LUST		LUST - Report Received	Completed	4/15/1991	4/15/1991				
LUST		LUST - Report Received	Completed	9/16/2005	9/16/2005				
LUST		LUST - Report Received	Completed	7/17/2000	7/17/2000				
LUST		LUST - Report Received	Completed	9/17/1993	9/17/1993				
LUST		LUST - Report Received	Completed	9/10/1993	9/10/1993				
LUST		LUST - Report Received	Completed	4/15/1991	4/15/1991				
LUST		LUST - Report Received	Completed	2/26/1998	2/26/1998				
LUST		LUST - Report Received	Completed	1/29/2003	1/29/2003				
LUST		LUST - Report Received	Completed	2/4/2002	2/4/2002				
LUST		LUST - Report Received	Completed	10/18/1993	10/18/1993				
LUST		LUST - Report Received	Completed	2/2/2000	2/2/2000				
LUST		LUST - Report Received	Completed	5/7/2003	5/7/2003				
LUST		LUST - Report Received	Completed	8/25/1998	8/25/1998				
LUST		LUST - Report Received	Completed	9/10/1992	9/10/1992				
LUST		LUST - Report Received	Completed	9/6/1996	9/6/1996				
LUST		LUST - Report Received	Completed	5/9/2002	5/9/2002				

LUST		LUST - Report Received	Completed	12/7/1992	12/7/1992				
LUST		LUST - Report Received	Completed	3/18/1999	3/18/1999				
LUST		LUST - Report Received	Completed	10/4/2005	10/4/2005				
LUST		LUST - Report Received	Completed	7/29/2010	7/29/2010				
LUST		LUST - Report Received	Completed	7/29/2010	7/29/2010				
LUST		LUST - Report Received	Completed	7/29/2010	7/29/2010				
LUST		LUST - Report Received	Completed	7/29/2010	7/29/2010				
LUST		LUST - Report Received	Completed	11/15/2010	11/15/2010				
LUST		LUST - Report Received	Completed	7/29/2010	7/29/2010				
LUST		LUST - Report Received	Completed	1/3/2012	1/3/2012				
LUST		LUST - Report Received	Completed	10/15/2012	10/15/2012				
VcpProject	NW2327	VCP Receipt of Plan or Report	Completed	10/15/2012	10/15/2012				Pederson, Carrie
VcpProject	NW2327	VCP Receipt of Plan or Report	Completed	1/3/2012	1/3/2012				Fernandez, Sonia
VcpProject	NW2327	VCP Opinion on Remedial Investigation Work Plan	Completed	11/15/2010	12/13/2010				Liu, Jing
VcpProject	NW2327	VCP Opinion on Site Cleanup	Completed	1/6/2012	4/12/2012				Vick, Heather
VcpProject	NW2327	VCP Opinion on Site Cleanup	Completed	10/15/2012	1/10/2013				Vick, Heather
LUST		LUST - Notification	Completed	1/10/2013	1/10/2013				Northwest Region
LUST		LUST - Report Received	Completed	1/3/2012	1/3/2012				

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	C		C			
Non-Halogenated Solvents	RB		RB			
Petroleum-Gasoline	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below



CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **Chevron 99114** Cleanup Site ID: 10476 FS ID: 77287947

Alternate Name(s): AABRA INC, CHEVRON 99114, CHEVRON SS 99114, GRADY WAY CHEVRON

LOCATION: WRIA: 9 Lat/Long: 47.471 -122.216 [View Vicinity Map](#)

Address: 301 S GRADY WAY RENTON 98055 Township 23N Range 5E Section 19 Legislative District: 11 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA

Is Brownfield? Has Environmental Covenant? Is PSI Site?

NFA Received? NFA Date: NFA Reason:

ASSOCIATED CLEANUP UNIT(s)

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
10168	CHEVRON 99114	Upland	Independent Action	Cleanup Started		

SITE ACTIVITIES:

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
LUST		LUST - Notification	Completed	4/5/1991	4/5/1991			
LUST		LUST - Report Received	Completed	12/22/2005	12/22/2005			
LUST		LUST - Report Received	Completed	1/4/1994	1/4/1994			
LUST		LUST - Report Received	Completed	3/4/2010	3/4/2010			
LUST		LUST - Report Received	Completed	5/12/2008	5/12/2008			
LUST		LUST - Report Received	Completed	8/2/1999	8/2/1999			
LUST		LUST - Report Received	Completed	1/29/2003	1/29/2003			
LUST		LUST - Report Received	Completed	4/24/1995	4/24/1995			
LUST		LUST - Report Received	Completed	1/25/2002	1/25/2002			
LUST		LUST - Report Received	Completed	7/5/2007	7/5/2007			
LUST		LUST - Report Received	Completed	12/8/1997	12/8/1997			
LUST		LUST - Report Received	Completed	1/14/2004	1/14/2004			
LUST		LUST - Report Received	Completed	9/16/1993	9/16/1993			

LUST		LUST - Report Received	Completed	1/11/2000	1/11/2000				
LUST		LUST - Report Received	Completed	4/3/1996	4/3/1996				
LUST		LUST - Report Received	Completed	3/4/1998	3/4/1998				
LUST		LUST - Report Received	Completed	10/10/1994	10/10/1994				
LUST		LUST - Report Received	Completed	5/7/2001	5/7/2001				
LUST		LUST - Report Received	Completed	8/7/1996	8/7/1996				
LUST		LUST - Report Received	Completed	1/13/1995	1/13/1995				
LUST		LUST - Report Received	Completed	7/12/1994	7/12/1994				
LUST		LUST - Report Received	Completed	1/6/1995	1/6/1995				
LUST		LUST - Report Received	Completed	3/8/1994	3/8/1994				
LUST		LUST - Report Received	Completed	10/1/2009	10/1/2009				
LUST		LUST - Report Received	Completed	7/25/1994	7/25/1994				
LUST		LUST - Report Received	Completed	8/10/2009	8/10/2009				
LUST		LUST - Report Received	Completed	1/6/2005	1/6/2005				
LUST		LUST - Report Received	Completed	7/10/1991	7/10/1991				
LUST		LUST - Report Received	Completed	7/12/1993	7/12/1993				
LUST		LUST - Report Received	Completed	9/25/1995	9/25/1995				
LUST		LUST - Report Received	Completed	11/6/2003	11/6/2003				
LUST		LUST - Report Received	Completed	11/13/1995	11/13/1995				
LUST		LUST - Report Received	Completed	11/15/2007	11/15/2007				
LUST		LUST - Report Received	Completed	6/30/1993	6/30/1993				
LUST		LUST - Report Received	Completed	6/20/1994	6/20/1994				
LUST		LUST - Report Received	Completed	11/3/2006	11/3/2006				
LUST		LUST - Report Received	Completed	4/21/1994	4/21/1994				
LUST		LUST - Report Received	Completed	1/23/2001	1/23/2001				
LUST		LUST - Report Received	Completed	10/5/1994	10/5/1994				
LUST		LUST - Report Received	Completed	10/24/1996	10/24/1996				
LUST		LUST - Report Received	Completed	7/25/1996	7/25/1996				

LUST		LUST - Report Received	Completed	11/4/1993	11/4/1993				
LUST		LUST - Report Received	Completed	10/14/1991	10/14/1991				
LUST		LUST - Report Received	Completed	5/5/1993	5/5/1993				
LUST		LUST - Report Received	Completed	1/28/1992	1/28/1992				
LUST		LUST - Report Received	Completed	1/9/2012	1/9/2012				
LUST		LUST - Report Received	Completed	7/6/2011	7/6/2011				
LUST		LUST - Report Received	Completed	1/10/2011	1/10/2011				
LUST		LUST - Report Received	Completed	5/6/2011	5/6/2011				

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	C		C			
Petroleum-Gasoline	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **Taylor Auto Body** Cleanup Site ID: 9662 FS ID: 54887792

Alternate Name(s): Taylor Auto Body, TAYLOR'S AUTO BODY, Taylors Auto Body

LOCATION: WRIA: 9 Lat/Long: 47.479 -122.205 [View Vicinity Map](#)

Address: 330 MAIN AVE S Township Range Section Legislative District: 37  
 RENTON 98057 23N 5E 17 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Headquarters Site Manager: Maurer, Christopher Statute: MTCA  
 Is Brownfield? Has Environmental Covenant? Is PSI Site?  
 NFA Received? NFA Date: 10/3/2011 NFA Reason:

ASSOCIATED CLEANUP UNIT(s)

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
9354	TAYLOR AUTO BODY	Upland	Voluntary Cleanup Program	Cleanup Started		

SITE ACTIVITIES:

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	10/10/1990	10/10/1990			Northwest Region
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	8/8/2011	8/8/2011		Ecology w/ Contractor	Olsen, Russ
CleanupSite		Reopen Site	Completed	12/23/2013	12/23/2013			Fernandez, Sonia
CleanupSite		Site Status Changed to NFA	Completed	10/3/2011	10/3/2011			Olsen, Russ
LUST		LUST - Notification	Completed	10/10/1990	10/10/1990			
LUST		LUST - Report Received	Completed	12/23/2013	12/23/2013			
LUST		LUST - Report Received	Completed	12/23/2013	12/23/2013			
LUST		LUST - Report Received	Completed	12/23/2013	12/23/2013			
LUST		LUST - Report Received	Completed	12/23/2013	12/23/2013			
LUST		LUST - Report Received	Completed	12/23/2013	12/23/2013			
LUST		LUST - Report Received	Completed	7/3/2017	7/3/2017			
LUST		LUST - Report Received	Completed	7/3/2017	7/3/2017			
LUST		LUST - Report Received	Completed	12/21/2016	12/21/2016			

LUST		LUST - Report Received	Completed	9/10/2014	9/10/2014			
LUST		LUST - Report Received	Completed	11/29/2017	11/29/2017			
LUST		LUST - Report Received	Completed	8/29/1990	8/29/1990			
LUST		LUST - Report Received	Completed	11/16/1990	11/16/1990			
VcpProject	NW2814	VCP Receipt of Plan or Report	Completed	12/5/2017	12/5/2017			Maurer, Christopher
VcpProject	NW2814	VCP Opinion on Remedial Investigation Work Plan	In Process	3/24/2017				Northwest Region
VcpProject	NW2814	VCP Opinion on Remedial Investigation	Completed	12/23/2013	2/28/2014			Freier-Coppinger, Romy
VcpProject	NW2814	VCP Status Request	Completed	5/13/2016	12/21/2016			Bardy, Louise

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene			S			
Other Non-Halogenated Organics			C			
Petroleum-Gasoline			C			
Petroleum-Other			C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

<b>SITE ID:</b>	<b>Sears Svc Ctr Old Renton Shopping</b>	Cleanup Site ID: 9860	FS ID: 60178828
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Alternate Name(s): SEARS ROEBUCK & CO RENTON, SEARS ROEBUCK & CO UST 7842, Sears Svc Ctr Old Renton Shopping

<b>LOCATION:</b>	WRIA: 9	Lat/Long: 47.477 -122.219	<a href="#">View Vicinity Map</a>
<b>Address:</b>	359 RENTON CENTER WAY SW RENTON 98055-2393	Township: 23N Range: 5E Section: 18	Legislative District: 11 Congressional District: 9

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
Responsible Unit:	Northwest	Site Manager:	Northwest Region	Statute: MTCA
Is Brownfield?		Has Environmental Covenant?		Is PSI Site?
NFA Received?		NFA Date:		NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
9552	Sears Svc Ctr Old Renton Shopping	Upland	Independent Action	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
LUST		LUST - Notification	Completed	11/18/1994	11/18/1994			
LUST		LUST - Site Characterization Report	Completed	2/13/2003	2/13/2003			
LUST		LUST - Report Received	Completed	1/4/1995	1/4/1995			

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum-Diesel	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

**KING COUNTY**

<b>SITE ID:</b>	<b>SDS Partners Property</b>	Cleanup Site ID: 9972	FS ID: 63618514
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Alternate Name(s): SDS PARTNERS, SDS Partners Property

<b>LOCATION:</b>	WRIA: 8	Lat/Long: 47.485 -122.212	<a href="#">View Vicinity Map</a>
<b>Address:</b> 307 AIRPORT WAY RENTON 98057	Township: 23N	Range: 5E	Section: 18
			Legislative District: 37 Congressional District: 9

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
Responsible Unit: Northwest	Site Manager: Northwest Region	Statute: MTCA		
Is Brownfield?	Has Environmental Covenant?	Is PSI Site?		
NFA Received?	NFA Date:	NFA Reason:		

**ASSOCIATED CLEANUP UNIT(s)**

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
9664	SDS Partners Property	Upland	Independent Action	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
LUST		LUST - Notification	Completed	7/12/1993	7/12/1993			
LUST		LUST - Report Received	Completed	11/1/1993	11/1/1993			

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum-Other	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014



**KING COUNTY**

SITE ID: **Chevron 99114** Cleanup Site ID: 10476 FS ID: 77287947

Alternate Name(s): AABRA INC, CHEVRON 99114, CHEVRON SS 99114, GRADY WAY CHEVRON

LOCATION: WRIA: 9 Lat/Long: 47.471 -122.216 [View Vicinity Map](#)

Address: 301 S GRADY WAY RENTON 98055 Township 23N Range 5E Section 19 Legislative District: 11 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA  
 Is Brownfield? Has Environmental Covenant? Is PSI Site?  
 NFA Received? NFA Date: NFA Reason:

ASSOCIATED CLEANUP UNIT(s)

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
10168	CHEVRON 99114	Upland	Independent Action	Cleanup Started		

SITE ACTIVITIES:

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
LUST		LUST - Notification	Completed	4/5/1991	4/5/1991			
LUST		LUST - Report Received	Completed	12/22/2005	12/22/2005			
LUST		LUST - Report Received	Completed	1/4/1994	1/4/1994			
LUST		LUST - Report Received	Completed	3/4/2010	3/4/2010			
LUST		LUST - Report Received	Completed	5/12/2008	5/12/2008			
LUST		LUST - Report Received	Completed	8/2/1999	8/2/1999			
LUST		LUST - Report Received	Completed	1/29/2003	1/29/2003			
LUST		LUST - Report Received	Completed	4/24/1995	4/24/1995			
LUST		LUST - Report Received	Completed	1/25/2002	1/25/2002			
LUST		LUST - Report Received	Completed	7/5/2007	7/5/2007			
LUST		LUST - Report Received	Completed	12/8/1997	12/8/1997			
LUST		LUST - Report Received	Completed	1/14/2004	1/14/2004			
LUST		LUST - Report Received	Completed	9/16/1993	9/16/1993			

LUST		LUST - Report Received	Completed	1/11/2000	1/11/2000				
LUST		LUST - Report Received	Completed	4/3/1996	4/3/1996				
LUST		LUST - Report Received	Completed	3/4/1998	3/4/1998				
LUST		LUST - Report Received	Completed	10/10/1994	10/10/1994				
LUST		LUST - Report Received	Completed	5/7/2001	5/7/2001				
LUST		LUST - Report Received	Completed	8/7/1996	8/7/1996				
LUST		LUST - Report Received	Completed	1/13/1995	1/13/1995				
LUST		LUST - Report Received	Completed	7/12/1994	7/12/1994				
LUST		LUST - Report Received	Completed	1/6/1995	1/6/1995				
LUST		LUST - Report Received	Completed	3/8/1994	3/8/1994				
LUST		LUST - Report Received	Completed	10/1/2009	10/1/2009				
LUST		LUST - Report Received	Completed	7/25/1994	7/25/1994				
LUST		LUST - Report Received	Completed	8/10/2009	8/10/2009				
LUST		LUST - Report Received	Completed	1/6/2005	1/6/2005				
LUST		LUST - Report Received	Completed	7/10/1991	7/10/1991				
LUST		LUST - Report Received	Completed	7/12/1993	7/12/1993				
LUST		LUST - Report Received	Completed	9/25/1995	9/25/1995				
LUST		LUST - Report Received	Completed	11/6/2003	11/6/2003				
LUST		LUST - Report Received	Completed	11/13/1995	11/13/1995				
LUST		LUST - Report Received	Completed	11/15/2007	11/15/2007				
LUST		LUST - Report Received	Completed	6/30/1993	6/30/1993				
LUST		LUST - Report Received	Completed	6/20/1994	6/20/1994				
LUST		LUST - Report Received	Completed	11/3/2006	11/3/2006				
LUST		LUST - Report Received	Completed	4/21/1994	4/21/1994				
LUST		LUST - Report Received	Completed	1/23/2001	1/23/2001				
LUST		LUST - Report Received	Completed	10/5/1994	10/5/1994				
LUST		LUST - Report Received	Completed	10/24/1996	10/24/1996				
LUST		LUST - Report Received	Completed	7/25/1996	7/25/1996				

LUST		LUST - Report Received	Completed	11/4/1993	11/4/1993				
LUST		LUST - Report Received	Completed	10/14/1991	10/14/1991				
LUST		LUST - Report Received	Completed	5/5/1993	5/5/1993				
LUST		LUST - Report Received	Completed	1/28/1992	1/28/1992				
LUST		LUST - Report Received	Completed	1/9/2012	1/9/2012				
LUST		LUST - Report Received	Completed	7/6/2011	7/6/2011				
LUST		LUST - Report Received	Completed	1/10/2011	1/10/2011				
LUST		LUST - Report Received	Completed	5/6/2011	5/6/2011				

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	C		C			
Petroleum-Gasoline	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

**SITE ID:** **USA Petroleum 115** Cleanup Site ID: 11155 FS ID: 94569877

Alternate Name(s): Evans Tire Svc Ctrs 040, EVANS TIRE SVC CTRS 064, MOBIL #68406, Mobil 68406, TESORO 68406, TESORO WEST COAST COMPANY LLC 68406, USA MINI MART 115, USA Petroleum 115, USA PETROLEUM CORP 115

**LOCATION:** WRIA: 9 Lat/Long: 47.472 -122.218 [View Vicinity Map](#)

**Address:** 765 RAINIER AVE S Township Range Section Legislative District: 11  
RENTON 98055 23N 5E 19 Congressional District: 9

**STATUS:** **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Warfel, Michael Statute: MTCA  
Is Brownfield? Has Environmental Covenant? Is PSI Site?  
NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
10847	USA Petroleum 115	Upland	Voluntary Cleanup Program	Cleanup Started		616780 639781

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	11/8/1990	11/8/1990			Northwest Region
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	3/20/2013	3/20/2013		Ecology	Zouboulakis, Chris
CleanupSite		Early Notice Letter(s)	Completed	12/3/2013	12/3/2013			Musa, Donna
CleanupSite		Early Notice Letter(s)	Completed	10/4/2013	10/4/2013			Musa, Donna
LUST		LUST - Notification	Completed	11/8/1990	11/8/1990			
LUST		LUST - Site Assessment Report	Completed	2/14/2018	2/14/2018			
LUST		LUST - Report Received	Completed	2/2/2007	2/2/2007			
LUST		LUST - Report Received	Completed	1/22/2003	1/22/2003			
LUST		LUST - Report Received	Completed	9/16/2005	9/16/2005			
LUST		LUST - Report Received	Completed	5/22/2013	5/22/2013			
LUST		LUST - Report Received	Completed	8/20/2014	8/20/2014			
LUST		LUST - Report Received	Completed	9/22/2014	9/22/2014			
LUST		LUST - Report Received	Completed	8/13/2013	8/13/2013			

LUST		LUST - Report Received	Completed	10/11/2013	10/11/2013				
LUST		LUST - Report Received	Completed	3/12/2014	3/12/2014				
LUST		LUST - Report Received	Completed	4/4/2014	4/4/2014				
LUST		LUST - Report Received	Completed	9/29/2015	9/29/2015				
LUST		LUST - Report Received	Completed	9/28/2015	9/28/2015				
LUST		LUST - Report Received	Completed	12/23/2013	12/23/2013				
LUST		LUST - Report Received	Completed	6/6/2016	6/6/2016				
LUST		LUST - Report Received	Completed	1/11/2016	1/11/2016				
LUST		LUST - Report Received	Completed	5/12/2017	5/12/2017				
LUST		LUST - Report Received	Completed	5/9/2017	5/9/2017				
LUST		LUST - Report Received	Completed	8/3/2017	8/3/2017				
LUST		LUST - Report Received	Completed	7/6/2005	7/6/2005				
LUST		LUST - Report Received	Completed	4/21/2003	4/21/2003				
LUST		LUST - Report Received	Completed	10/24/1994	10/24/1994				
LUST		LUST - Report Received	Completed	11/18/2008	11/18/2008				
LUST		LUST - Report Received	Completed	7/7/2006	7/7/2006				
LUST		LUST - Report Received	Completed	6/25/2001	6/25/2001				
LUST		LUST - Report Received	Completed	7/23/2007	7/23/2007				
LUST		LUST - Report Received	Completed	1/22/2001	1/22/2001				
LUST		LUST - Report Received	Completed	7/15/2004	7/15/2004				
LUST		LUST - Report Received	Completed	9/23/1998	9/23/1998				
LUST		LUST - Report Received	Completed	4/13/2006	4/13/2006				
LUST		LUST - Report Received	Completed	1/5/2006	1/5/2006				
LUST		LUST - Report Received	Completed	4/19/2005	4/19/2005				
LUST		LUST - Report Received	Completed	4/23/2007	4/23/2007				
LUST		LUST - Report Received	Completed	9/25/2001	9/25/2001				
LUST		LUST - Report Received	Completed	10/24/2003	10/24/2003				
LUST		LUST - Report Received	Completed	12/27/2001	12/27/2001				

LUST		LUST - Report Received	Completed	7/22/2008	7/22/2008			
LUST		LUST - Report Received	Completed	4/12/2001	4/12/2001			
LUST		LUST - Report Received	Completed	6/6/2002	6/6/2002			
LUST		LUST - Report Received	Completed	2/28/2002	2/28/2002			
LUST		LUST - Report Received	Completed	10/7/2004	10/7/2004			
LUST		LUST - Report Received	Completed	10/8/2002	10/8/2002			
LUST		LUST - Report Received	Completed	1/16/2004	1/16/2004			
LUST		LUST - Report Received	Completed	4/20/2004	4/20/2004			
LUST		LUST - Report Received	Completed	3/4/2008	3/4/2008			
LUST		LUST - Report Received	Completed	7/2/2003	7/2/2003			
LUST		LUST - Report Received	Completed	10/17/2006	10/17/2006			
LUST		LUST - Report Received	Completed	12/20/2007	12/20/2007			
LUST		LUST - Report Received	Completed	11/18/2008	11/18/2008			
LUST		LUST - Report Received	Completed	1/28/2005	1/28/2005			
LUST		LUST - Report Received	Completed	3/8/2013	3/8/2013			
VcpProject	NW2847	VCP Opinion on Site Cleanup	Completed	4/4/2014	6/30/2014			Sanchez, Maureen

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	C		C			
Other Non-Halogenated Organics	C					
Petroleum-Gasoline	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

<b>SITE ID:</b>	<b>Renton Clinic Association</b>	Cleanup Site ID: 11160	FS ID: 94731533
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Alternate Name(s): RENTON CLINIC ASSOCIATION

<b>LOCATION:</b>	WRIA: 9	Lat/Long: 47.477 -122.216	<a href="#">View Vicinity Map</a>
Address: 215 S 4TH PL KENT 98042-0000	Township: 23N	Range: 5E	Section: 18
			Legislative District: 11 Congressional District: 9

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
Responsible Unit: Northwest	Site Manager: Northwest Region	Statute: MTCA		
Is Brownfield?	Has Environmental Covenant?	Is PSI Site?		
NFA Received?	NFA Date:	NFA Reason:		

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
10852	Renton Clinic Association	Upland	Independent Action	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	3/1/1992	3/1/1992			Northwest Region
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	10/3/2011	10/3/2011		Ecology w/ Contractor	Olsen, Russ
CleanupSite		Early Notice Letter(s)	Completed	10/3/2011	10/3/2011			Olsen, Russ
LUST		LUST - Notification	Completed	3/1/1992	3/1/1992			
LUST		LUST - Report Received	Completed	4/23/1991	4/23/1991			
LUST		LUST - Report Received	Completed	5/31/1995	5/31/1995			

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum-Other	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014



**KING COUNTY**

<b>SITE ID:</b>	<b>Formula One Service</b>	Cleanup Site ID: 11250	FS ID: 96572525
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Alternate Name(s): FORMULA ONE FORMER INDY LUBE, Formula One Service, INDY LUBE UST 6799

<b>LOCATION:</b>	WRIA: 9	Lat/Long: 47.483 -122.219	<a href="#">View Vicinity Map</a>
<b>Address:</b> 100 RAINIER AVE S RENTON 98055-2044	Township: 23N	Range: 5E	Section: 18
	Legislative District: 37	Congressional District: 9	

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
Responsible Unit: Northwest	Site Manager: Northwest Region	Statute: MTCA		
Is Brownfield?	Has Environmental Covenant?	Is PSI Site?		
NFA Received?	NFA Date:	NFA Reason:		

**ASSOCIATED CLEANUP UNIT(s)**

cuID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
10942	Formula One Service	Upland	Independent Action	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	1/16/2000	1/16/2000			Northwest Region
LUST		LUST - Notification	Completed	1/6/2000	1/6/2000			Bails, John
LUST		LUST - Report Received	Completed	2/1/2000	2/1/2000			
LUST		LUST - Report Received	Completed	1/22/2001	1/22/2001			
LUST		LUST - Report Received	Completed	1/22/2001	1/22/2001			
LUST		LUST - Report Received	Completed	2/17/2000	2/17/2000			

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum-Other	B		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

**SITE ID:** **Qwest Corporation W00276** Cleanup Site ID: 11252 FS ID: 96588161

Alternate Name(s): QWEST CORP W00276, Qwest Corporation W00276, RENTON CO 070276, US WEST COMMUNICATION INC W00276, US WEST COMMUNICATIONS W00276, US West Renton Central Office

**LOCATION:** WRIA: 9 Lat/Long: 47.481 -122.207 [View Vicinity Map](#)

**Address:** 225 WILLIAMS AVE S Township Range Section Legislative District: 37  
 RENTON 98055 23N 5E 17 Congressional District: 9

**STATUS:** **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA  
 Is Brownfield? Has Environmental Covenant? Is PSI Site?  
 NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
10944	Qwest Corporation W00276	Upland	Independent Action	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	10/3/1990	10/3/1990			Northwest Region
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	1/20/2009	1/20/2009		Ecology	Reid, Wallace
CleanupSite		Early Notice Letter(s)	Completed	7/13/2012	7/13/2012			Musa, Donna
LUST		LUST - Notification	Completed	10/3/1990	10/3/1990			
LUST		LUST - Report Received	Completed	7/3/1991	7/3/1991			
LUST		LUST - Report Received	Completed	11/20/1992	11/20/1992			
LUST		LUST - Report Received	Completed	3/19/1991	3/19/1991			
LUST		LUST - Report Received	Completed	9/20/1990	9/20/1990			

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum-Other	C		C			

**Key:**

B - Below Cleanup Level  
 C - Confirmed Above Cleanup Level  
 S - Suspected

R - Remediated  
 RA - Remediated-Above  
 RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **Safeway Fuel Renton** Cleanup Site ID: 11352 FS ID: 99291269

Alternate Name(s): **SAFEWAY, SAFEWAY FUEL, Safeway Fuel Renton**

LOCATION: WRIA: 9 Lat/Long: 47.480 -122.216 [View Vicinity Map](#)

Address: 103 S 3RD ST RENTON 98055 Township 23N Range 5E Section 18 Legislative District: 37 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA

Is Brownfield? Has Environmental Covenant? Is PSI Site?

NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
11044	Safeway Fuel Renton	Upland	Independent Action	Cleanup Started		504228

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
LUST		LUST - Notification	Completed	5/18/1999	5/18/1999			
LUST		LUST - Report Received	Completed	6/17/2011	6/17/2011			
LUST		LUST - Report Received	Completed	11/13/2006	11/13/2006			
LUST		LUST - Report Received	Completed	10/7/2002	10/7/2002			
LUST		LUST - Report Received	Completed	8/15/2002	8/15/2002			
LUST		LUST - Report Received	Completed	8/15/2002	8/15/2002			
LUST		LUST - Report Received	Completed	8/15/2002	8/15/2002			
LUST		LUST - Report Received	Completed	9/27/2004	9/27/2004			
LUST		LUST - Report Received	Completed	8/15/2002	8/15/2002			
LUST		LUST - Report Received	Completed	1/8/2003	1/8/2003			
LUST		LUST - Report Received	Completed	4/18/2003	4/18/2003			
LUST		LUST - Report Received	Completed	10/9/2007	10/9/2007			
LUST		LUST - Report Received	Completed	5/14/2009	5/14/2009			

LUST		LUST - Report Received	Completed	10/29/2003	10/29/2003				
LUST		LUST - Report Received	Completed	8/15/2002	8/15/2002				
LUST		LUST - Report Received	Completed	8/15/2002	8/15/2002				
LUST		LUST - Report Received	Completed	8/15/2002	8/15/2002				
LUST		LUST - Report Received	Completed	8/15/2002	8/15/2002				
LUST		LUST - Report Received	Completed	10/18/2005	10/18/2005				
LUST		LUST - Report Received	Completed	6/3/2005	6/3/2005				
LUST		LUST - Report Received	Completed	8/15/2002	8/15/2002				
LUST		LUST - Report Received	Completed	5/3/2004	5/3/2004				
LUST		LUST - Report Received	Completed	11/24/2009	11/24/2009				
LUST		LUST - Report Received	Completed	7/12/2002	7/12/2002				
LUST		LUST - Report Received	Completed	6/1/2010	6/1/2010				

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	C		C			
Petroleum-Gasoline	C		C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

SITE ID: **Sunset Cars** Cleanup Site ID: 11937 FS ID: 5366

Alternate Name(s): Pierotti Property, Sunset Cars, Vacant Property (Pierotti), Vacant Property Pierotti

LOCATION: WRIA: 8 Lat/Long: 47.487 -122.194 [View Vicinity Map](#)

Address: 330 Sunset Blvd N Renton 98055 Township 23N Range 5E Section 17 Legislative District: 37 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA

Is Brownfield? Has Environmental Covenant? Is PSI Site?

NFA Received? NFA Date: NFA Reason:

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
12544	SUNSET CARS	Upland	Independent Action	Cleanup Started		629998

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	10/26/2011	10/26/2011			Northwest Region
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	11/7/2011	11/7/2011		Ecology	Zouboulakis, Chris
CleanupSite		Early Notice Letter(s)	Completed	8/6/2012	8/6/2012			Musa, Donna
LUST		LUST - Notification	Completed	10/26/2011	10/26/2011			Northwest Region
LUST		LUST - Report Received	Completed	12/19/2012	12/19/2012			
LUST		LUST - Report Received	Completed	2/17/2012	2/17/2012			

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene			C			
Lead			C			
Petroleum-Diesel			C			
Petroleum-Gasoline			C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014



**KING COUNTY**

SITE ID: **Dennys Restaurant** Cleanup Site ID: 12058 FS ID: 5970

Alternate Name(s): Denny's Restaurant, Dennys Restaurant, Dennys Restaurant Rainier Ave, RICHFIELD RAINIER SERVICE

LOCATION: WRIA: 9 Lat/Long: 47.482 -122.217 [View Vicinity Map](#)

Address: 144 RAINIER AVE S RENTON 98057 Township 23N Range 5E Section 18 Legislative District: 37 Congressional District: 9

STATUS: **Cleanup Started** Rank: [View Site Web Page](#) [View Site Documents](#)

Responsible Unit: Northwest Site Manager: Northwest Region Statute: MTCA

Is Brownfield? Has Environmental Covenant? Is PSI Site?

NFA Received? NFA Date: NFA Reason:

ASSOCIATED CLEANUP UNIT(s)

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
12673	Denny's Restaurant	Upland	Voluntary Cleanup Program	Cleanup Started		

SITE ACTIVITIES:

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
LUST		LUST - Notification	Completed	12/31/2012	12/31/2012			Northwest Region
LUST		LUST - Report Received	Completed	12/31/2012	12/31/2012			
LUST		LUST - Report Received	Completed	12/31/2012	12/31/2012			
LUST		LUST - Report Received	Completed	12/31/2012	12/31/2012			
LUST		LUST - Report Received	Completed	8/9/2013	8/9/2013			
VcpProject	NW2677	VCP Receipt of Plan or Report	Completed	12/31/2012	12/31/2012			Pederson, Carrie
VcpProject	NW2677	VCP Receipt of Plan or Report	Completed	12/31/2012	12/31/2012			Pederson, Carrie
VcpProject	NW2677	VCP Receipt of Plan or Report	Completed	12/31/2012	12/31/2012			Pederson, Carrie
VcpProject	NW2677	VCP Opinion on Site Cleanup	Completed	1/15/2013	4/17/2013			Yang, Grant
VcpProject	NW2677	VCP Status Request	Completed	8/9/2016	1/6/2017			Yang, Grant

AFFECTED MEDIA & CONTAMINANTS:

Media:

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Benzene	C		C			

Key:

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected  
R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

Petroleum-Gasoline

C

C

CleanupSiteDetails2014

**KING COUNTY**

<b>SITE ID:</b>	<b>Tire Store</b>	Cleanup Site ID: 12364	FS ID: 24009
	Alternate Name(s):	Tire Store	

<b>LOCATION:</b>	WRIA: 9	Lat/Long: 47.481 -122.210	<a href="#">View Vicinity Map</a>
<b>Address:</b>	205 LOGAN AVE S RENTON 98057	Township: 23N Range: 5E Section: 18	Legislative District: 37 Congressional District: 9

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
	Responsible Unit: Northwest	Site Manager: Northwest Region	Statute: MTCA	
	Is Brownfield?	Has Environmental Covenant?	Is PSI Site?	
	NFA Received?	NFA Date:	NFA Reason:	

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
13001	Tire Store	Upland	Independent Action	Cleanup Started		641368

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	5/20/2013	5/20/2013			Musa, Donna
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	10/22/2013	10/22/2013		Ecology	Musa, Donna
CleanupSite		Early Notice Letter(s)	Completed	5/28/2014	5/28/2014			Musa, Donna

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum-Diesel			C			
Petroleum-Other			C			

**Key:**

B - Below Cleanup Level  
 C - Confirmed Above Cleanup Level  
 S - Suspected  
 R - Remediated  
 RA - Remediated-Above  
 RB - Remediated-Below

**KING COUNTY**

<b>SITE ID:</b>	<b>Cedar River Court Apartments</b>	Cleanup Site ID: 13142	FS ID: 12793
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Alternate Name(s): Cedar River Court Apartments

<b>LOCATION:</b>	WRIA: 8	Lat/Long: 47.482 -122.204	<a href="#">View Vicinity Map</a>
<b>Address:</b> 130 MAIN AVE S RENTON 98057	Township: 23N	Range: 5E	Section: 17
			Legislative District: 37 Congressional District: 9

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
Responsible Unit: Headquarters	Site Manager: Maurer, Christopher	Statute: MTCA		
Is Brownfield?	Has Environmental Covenant?	Is PSI Site?		
NFA Received?	NFA Date:	NFA Reason:		

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
13836	Cedar River Court Apartments	Upland	Voluntary Cleanup Program	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
VcpProject	NW3089	VCP Receipt of Plan or Report	Completed	9/2/2016	9/2/2016			Fernandez, Sonia
VcpProject	NW3089	VCP Receipt of Plan or Report	Completed	10/11/2016	10/11/2016			Fernandez, Sonia
VcpProject	NW3089	VCP Receipt of Plan or Report	Completed	9/2/2016	9/2/2016			Fernandez, Sonia
VcpProject	NW3089	VCP Receipt of Plan or Report	Completed	9/2/2016	9/2/2016			Fernandez, Sonia
VcpProject	NW3089	VCP Opinion on Site Cleanup	In Process	9/2/2016				Maurer, Christopher

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum-Other			C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**KING COUNTY**

<b>SITE ID:</b>	<b>Panther Lake Shopping Center</b>	Cleanup Site ID: 13256	FS ID: 17428
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Alternate Name(s): Panther Lake Shopping Center

<b>LOCATION:</b>	WRIA: 9	Lat/Long: 47.416 -122.196	<a href="#">View Vicinity Map</a>
<b>Address:</b>	20610 108TH AVE SE KENT 98031	Township: 22N Range: 5E Section: 5	Legislative District: 11 Congressional District: 9

<b>STATUS:</b>	<b>Cleanup Started</b>	Rank:	<a href="#">View Site Web Page</a>	<a href="#">View Site Documents</a>
	Responsible Unit: Headquarters	Site Manager: Maurer, Christopher	Statute: MTCA	
	Is Brownfield?	Has Environmental Covenant?	Is PSI Site?	
	NFA Received?	NFA Date:	NFA Reason:	

**ASSOCIATED CLEANUP UNIT(s)**

culID	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
13966	Panther Lake Shopping Center	Upland	Voluntary Cleanup Program	Cleanup Started		

**SITE ACTIVITIES:**

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received	Completed	3/21/2017	3/21/2017			Fernandez, Sonia
VcpProject	NW3124	VCP Receipt of Plan or Report	Completed	2/14/2017	2/14/2017			Fernandez, Sonia
VcpProject	NW3124	VCP Receipt of Plan or Report	Completed	2/14/2017	2/14/2017			Fernandez, Sonia
VcpProject	NW3124	VCP Receipt of Plan or Report	Completed	2/14/2017	2/14/2017			Fernandez, Sonia
VcpProject	NW3124	VCP Opinion on Remedial Investigation	In Process	3/21/2017				Northwest Region

**AFFECTED MEDIA & CONTAMINANTS:**

**Media:**

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Halogenated Solvents			C			

**Key:**

B - Below Cleanup Level  
C - Confirmed Above Cleanup Level  
S - Suspected

R - Remediated  
RA - Remediated-Above  
RB - Remediated-Below

CleanupSiteDetails2014

**APPENDIX D**  
**NOTIFICATION LETTERS**



DATE

Address of local business or cleanup site (see Table 2 and Table D-1)

Re: City of Renton Aquifer Protection Program

To Whom It May Concern:

The City of Renton has developed an updated Aquifer Protection Program Plan to help maintain drinking water quality for our city residents. The Plan is based on Washington Department of Health WAC 246-290-135(3) regulations. As part of the Plan, maps were prepared that show the areas around each city drinking water source where a chemical spill on the ground may cause contamination of the aquifer. These areas are Aquifer Protection Areas (APAs). The Plan also requires an inventory of potential sources of groundwater contamination within these APAs.

The primary purpose of this letter is to notify you that your facility is located within one of our APAs. Since your business or the activities conducted at your facility may involve the use of chemicals (e.g., gasoline, underground storage tanks, hazardous materials, etc.), and the potential exists that a chemical spill from your facility may adversely impact the City drinking water supply, please notify the City of Renton immediately if a chemical spill occurs at your facility. All spills should be reported by dialing 911 and requesting that the City of Renton Fire Department and that Public Health Department for Seattle & King County be contacted.

Thank you for assisting us in protecting our water supply and groundwater resources. If you have any questions, please contact me at (425) 430-7335.

Sincerely,

Katie Nolan  
Drinking Water Utility Civil Engineer  
City of Renton

**Table D-1. WHPA Notification Mailing List for Active Sites of Potential Concern**

Map ID	Facility Name	Facility ID	Address	City	State	Zip Code
1	RENTON CITY CCTF	9776647	1715 SE MAPLE VALLEY HWY	RENTON	WA	98055-3900
2	RENTON CITY WELL 9	43699751	1707 SE MAPLE VALLEY HWY	RENTON	WA	98055-3900
3	Shag Cedar River Court Apartments (Cedar River Court Apartments)	12793	130 MAIN AVE S	RENTON	WA	98057
4	RENTON CITY WELL 8	32747884	1703 SE MAPLE VALLEY HWY	RENTON	WA	98055-3900
5	RENTON CITY WELL 1 2 3	65475594	1398 HOUSER WAY N	RENTON	WA	98056
6	Vacant (Tire Store)	24009	205 LOGAN AVE S	RENTON	WA	98057
7	Pacific NW Bell Switching Station / CenturyLink (Qwest Corporation W00276)	96588161	225 WILLIAMS AVE S	RENTON	WA	98055
8	Stoneway Concrete Renton	62244377	1915 SE MAPLE VALLEY HWY	RENTON	WA	98055
9	ABRA Auto Body & Glass (Taylors Auto Body)	54887792	330 MAIN AVE S	RENTON	WA	98057
10	North American Refractories	82472985	1500 HOUSER WAY S	RENTON	WA	98055-1566
11	SERVICE LINEN SUPPLY INC	12593698	903 S 4TH ST	RENTON	WA	98057-0659
12	Shell (Arco 5207)	17426998	401 PARK AVE N	RENTON	WA	98055
13	Renton School Dist 403	2066	1220 N 4TH ST	RENTON	WA	98055
14	Kennys Auto Rebuild Inc	46848442	618 Park Ave N	Renton	WA	98057
15	RENTON SOC 070728	77423621	549 GARDEN	RENTON	WA	98055-1511
16	PACCAR PARTS NW DISTRIBUTING	82882955	502 HOUSER WAY N	RENTON	WA	98055-1504
17	Kenworth Truck Research & Development	5276518	485 HOUSER WAY N	RENTON	WA	98055
18	PACCAR MIS	85953633	480 HOUSER WAY N	RENTON	WA	98057
19	PACIFIC CAR & FOUNDRY CO	2065	1400 N 4TH ST	RENTON	WA	98057
20	Boeing 5th & Park Building	85524291	500 PARK AVE N GARAGE BLDG 1013 & 1016	RENTON	WA	98055
21	Kelly Moore Paint Co Inc Renton	2509959	350 Sunset Blvd N Ste C	Renton	WA	98057
22	Spirit Auto Center of Renton (Sunset Cars; Vacant Property (Pierotti))	5366	330 Sunset Blvd N	Renton	WA	98055
23	Ero-Dyne Aviation (SKY HARBOR AVIATION )	63051958	300 AIRPORT WAY S	RENTON	WA	98055
24	Renton Airport	15436	243 Perimeter Rd W	RENTON	WA	98057
25	Vacant (SDS Partners)	63618514	307 AIRPORT WAY	RENTON	WA	98057
26	Gudmundson Co Inc	62661325	102 LAKE AVE S	RENTON	WA	98055
27	Formula-1 Fast Lube (INDY LUBE UST 6799; Formula One Service)	96572525	100 RAINIER AVE S	RENTON	WA	98055-2044
28	Vacant (Dennys Restaurant Rainier Ave)	5970	144 RAINIER AVE S	RENTON	WA	98057
29	Gene Meyer Inc	44381644	225 RAINIER AVE S	RENTON	WA	98055
30	SUNSET RAINIER RENTON WALGREENS	88647696	299 RAINIER AVE S	RENTON	WA	98055
31	Safeway Store 1563	5763	200 S 3rd St	Renton	WA	98055
32	Hertz and Lyft Express Drive (Walkers Renton Subaru Used Cars)	19684856	250 RAINIER AVE S	RENTON	WA	98057
33	SAFeway STORE 1563 FUEL CENTER	2859817	200 S 3RD ST STE A	RENTON	WA	98055
34	SAFeway Fuel Renton	99291269	103 S 3RD ST	RENTON	WA	98055
35	RENTON BP	16258354	300 320 RAINIER AVE S	RENTON	WA	98055
36	Renton Cleaning Center	5888526	364 RENTON CTR WAY SW	RENTON	WA	98055
37	Fred Meyer Fuel Center No. 459	20819	405/431 Rainier Avenue South	Renton	WA	98057
38	Verizon Wireless Renton Center	2302487	450 SHATTUCK AVE S	RENTON	WA	98055
39	Latin Market (Renton Clinic Assoc)	94731533	215 S 4TH PL	KENT	WA	98042-0000
40	Salon de Belleza (Scott Drycleaners)	62912812	201 S 4TH PL	RENTON	WA	98055
41	BURNETT PARK	9006005	502 BURNETT AVE S	RENTON	WA	98055
42	Car Pros Chrysler Jeep Dodge Ram (Lithia Dodge Chrysler Jeep)	7826317	585 RAINIER AVE S	RENTON	WA	98055
43	Brown Bear (RENTON 1, Brown Bear Car Wash 2422)	27778869	621 & 641 RAINIER AVE S	RENTON	WA	98055-2410
44	PSE GRADY WAY RENTON COMPLEX PARCEL 3	86541135	915 S GRADY WAY	RENTON	WA	98055
45	Renton Coil Spring Co. (LTS Trucking, Castagno Brothers)	71914167	423 S 7TH ST	RENTON	WA	98055
46	BROWN BEAR CAR WASH	99851765	800 GRADY WAY S	RENTON	WA	98055-2943
47	Bankers Auto Rebuild & Towing	18577466	405 S 7TH ST	RENTON	WA	98055
48	Arco 5902	47138342	710 S GRADY WAY	RENTON	WA	98055
49	PSE GRADY WAY RENTON COMPLEX PARCEL 2	21349929	915 S GRADY WAY	RENTON	WA	98055
50	Kenworth Truck R&D	9167239	790 GARDEN AVE N	RENTON	WA	98055
51	PSE Boeing Renton #2 Substation	13138	704 Logan Ave N	Renton	WA	98057
52	KENWORTH TRUCK CO RENTON	13289817	1601 N 8TH ST	RENTON	WA	98057
53	Car Wash Enterprises CWE Renton	4474679	77 RAINIER AVE S	RENTON	WA	98055
54	King Cnty Solid Waste Div Renton Tran	62379615	3021 NE 4TH ST	RENTON	WA	98056

**Table D-1. WHPA Notification Mailing List for Active Sites of Potential Concern**

Map ID	Facility Name	Facility ID	Address	City	State	Zip Code
55	King County Dept of Transportation - 155 Monroe Ave NE	21295	Renton Transfer Station	Renton	WA	
56	KING CNTY DPW RENTON FACILITY	32954817	155 MONROE AVE NE	RENTON	WA	98056-4101
57	KING CO REGIONAL COMM AND EMERGENCY COORD CTR	24298	3511 NE 2ND ST	RENTON	WA	98056
58	Fred Meyer Stores Inc Renton	12107	365 Renton Center Way SW	Renton	WA	98057
59	Fred Meyer UST 7842 (SEARS ROEBUCK & CO UST 7842)	60178828	359 RENTON CENTER WAY SW	RENTON	WA	98055-2393
60	Wal Mart 2516	37352136	743 RAINIER AVE S	RENTON	WA	98055
61	Vacant (Sound Ford)	58499353	750 RAINIER AVE S	RENTON	WA	98055
62	Mini Mart/ Mobil Gas Station (USA MINI MART 115)	94569877	765 RAINIER AVE S	RENTON	WA	98055
63	Texaco Station 632320402	3238112	509 S GRADY WAY	RENTON	WA	98055
64	Walkers Renton MAZDA	18869255	200 S GRADY WAY	RENTON	WA	98055
65	CHEVRON 99114	77287947	301 S GRADY WAY	RENTON	WA	98055
66	Renton Village Cleaners (Renton Village Dry Cleaners)	4484368	601 S Grady Way	Renton	WA	98057
67	Rite Aid #5201	20396	601 S Grady Way Ste P	Renton	WA	98057
68	Allied Battery Co Inc Renton	5884609	55 SW 12TH	RENTON	WA	98108
69	AIRTOUCH CELLULAR SOUTH CENTER	71676937	15 S GRADY WAY	RENTON	WA	98055
70	Puhich Dry Cleaners	5971	319 Main Ave S	Renton	WA	98057
71	MAPLEWOOD MAINTENANCE SHOP	64293294	4000 MAPLE VALLEY HWY	RENTON	WA	98058-2871
72	RENTON CITY WATER DEPT	75784645	4030 MAPLE VALLEY HWY	RENTON	WA	98058-2874
73	VERIZON WIRELESS WARE MAPLEWOOD	19828	15214 149TH AVE SE	RENTON	WA	98058
74	KING COUNTY PARKS	34837919	3005 NE 4TH	RENTON	WA	98056
75	RENTON HIGHLANDS LANDFILL	2128	NE 3RD ST & NE 4TH ST	RENTON	WA	98056
76	King Cnty DOT Road Services Div	41149477	155 MONROE AVE NE BLDG P G F	RENTON	WA	98056-4199
77	FAIRWOOD GOLF & COUNTRY CLUB	43989944	17124 151TH AVE SE	RENTON	WA	98058-8508
78	RENTON CITY SPRING BROOK SPRINGS	76461781	5750 TALBOT RD S	RENTON	WA	98056
79	Panther Lake Shopping Center	17428	20610 108TH AVE SE	KENT	WA	98031
80	Rite Aid #5189	7155	20518 108th Ave SE	Kent	WA	98031
81	Allied Waste Service Kent	1247957	12403 SE 202ND PL	KENT	WA	98031
82	SOOS CREEK WATER & SEWER DISTRICT	24788111	12700 SE 198TH ST	RENTON	WA	98058-1039
83	Kennydale Chevron	74465899	1419 N 30TH ST	RENTON	WA	98056
84	KENNYDALE FUEL	3538	1616 NE 30TH ST	RENTON	WA	98056
85	Shell Station 120646	48271835	1410 N 30TH ST	RENTON	WA	98056

Notes:

Facility names in parentheses indicates that a site was visited during the windshield survey and it has a different name from the FSID facility name (which is in parentheses). Facility names with no parentheses in their entry use the FSID facility name.

DATE

Department of Ecology  
Northwest Regional Office  
3190 160<sup>th</sup> Ave SE  
Bellevue, WA 98008-5452

Re: City of Renton Wellhead Protection Plan

Dear Department of Ecology:

The City of Renton has developed a Wellhead Protection Plan (which is referred to as the Aquifer Protection Program Plan in City materials) to help maintain the drinking water quality for our city residents. The Plan is based on Washington Department of Health WAC 246-290-135(3) regulations. As part of the Plan, maps were prepared that show the areas around each city drinking water source where a chemical spill on the ground may cause contamination of the aquifer. These areas are Wellhead Protection Areas (WHPAs).

The enclosed map depicts the WHPA boundary, source wells, and identified potential contaminant sources. Also enclosed is a table (Table D-1) providing the facility ID, name and location for each potential contaminant source. Please review the map and use it as a reference when inspecting and permitting the storage, use, and disposal of hazardous material within our WHPAs.

Please note that the City of Renton has sent notices to each of these properties informing them of their location within the WHPA boundary. The City has also sent similar letters to businesses with land uses that could potentially contaminate groundwater quality.

Thank you for your attention in this matter. If you have any questions or would like a copy of the wellhead protection plan, please contact me at (425) 430-7335.

Sincerely,

Katie Nolan  
Drinking Water Utility Civil Engineer  
City of Renton

DATE

Police Chief VanValey  
Renton Police Department  
1055 South Grady Way  
Renton, Washington 98057

Re: City of Renton Aquifer Protection Plan

Dear Chief VanValey:

The City of Renton has developed an updated Aquifer Protection Program Plan to help maintain the drinking water quality for our city residents. The Plan is based on Washington Department of Health WAC 246-290-135(3) regulations. As part of the Plan, maps were prepared that show the areas around each city drinking water source where a chemical spill on the ground may cause contamination of the aquifer. These areas are Aquifer Protection Areas (APAs).

As part of this Plan, the city must provide wellhead protection information to agencies responsible for incident/spill response procedures. It is important that you are aware of where potential contaminant releases could adversely impact the quality of our community's drinking water supply.

A map of the APAs and adjacent transportation routes is enclosed for your review. An acknowledgement of receipt of this information or a response from your office as part of our aquifer protection plan documentation would be appreciated.

We ask that you review the enclosed copy of the City's current spill response plan so appropriate procedures are followed and necessary coordination occurs in the event of a spill or contaminant release.

Thank you for your attention in this matter. If you have any questions or would like a copy of the aquifer protection plan, please contact me at (425) 430-7335.

Sincerely,

Katie Nolan  
Drinking Water Utility Civil Engineer  
City of Renton

DATE

Renton Regional Fire Authority  
1055 S Grady Way  
7<sup>th</sup> Floor  
Renton, Washington 98057

Re: City of Renton Aquifer Protection Plan

Dear Renton Regional Fire Authority Commissioners:

The City of Renton has developed an updated Aquifer Protection Program Plan to help maintain the drinking water quality for our city residents. The Plan is based on Washington Department of Health WAC 246-290-135(3) regulations. As part of the Plan, maps were prepared that show the areas around each city drinking water source where a chemical spill on the ground may cause contamination of the aquifer. These areas are Aquifer Protection Areas (APAs).

As part of this Plan, the City must provide wellhead protection information to agencies responsible for incident/spill response procedures. It is important that you are aware of where potential contaminant releases could adversely impact the quality of our community's drinking water supply.

A map of the APAs and adjacent transportation routes is enclosed for your review. An acknowledgement of receipt of this information or a response from your office as part of our wellhead protection plan documentation would be appreciated.

We ask that you review the enclosed copy of the City's current spill response plan so appropriate procedures are followed and necessary coordination occurs in the event of a spill or contaminant release.

Thank you for your attention in this matter. If you have any questions or would like a copy of the wellhead protection plan, please contact me at (425) 430-7335.

Sincerely,

Katie Nolan  
Drinking Water Utility Civil Engineer  
City of Renton