

AMENDMENT TO JUNE 16, 1982  
AGREEMENT FOR SEWAGE DISPOSAL  
between  
THE CITY OF EVERETT  
and  
SILVER LAKE WATER DISTRICT

THIS AGREEMENT made as of this 12<sup>th</sup> day of December, 1991, between Silver Lake Water District of Snohomish County, a municipal corporation of the State of Washington, hereinafter referred to as the "District," and the City of Everett, a municipal corporation of the State of Washington, hereinafter referred to as "City."

W I T N E S S E T H :

WHEREAS, the City and the District wish to amend the June 16, 1982, agreement between the parties in order to increase the authorized capacity of the District for Sewage Disposal in City sewage facilities and in order to clarify the City's and the District's rights and obligations in the event of annexation of District territory;

NOW, THEREFORE. the parties agree:

I. A new Subsection is hereby added to Section I of the June 16, 1982, agreement for Sewage Disposal between the District and the City:

(D) (1) Due to the increases in anticipated sanitary sewage transmission and treatment services required by the District, the City and the District agree that the following sewage system facilities be sized by the City to service the following capacity requirements of the District (in addition to the capacity requirements set forth in I(A) herein) determined as the average maximum flow measured over a one-hour period (except Sewer Treatment Plant flow which is maximum winter month flow):

<u>Facility</u>	<u>District Capacity Requirements</u>
S. End Extension	3,000 gpm
S. End Interceptor to Southwest Interceptor	3,000 gpm
S. End Interceptor Northern Segment (1983)	3,000 gpm
Headworks	3,000 gpm
Sewer Treatment Plant	1.7 MGD

(2) It is currently anticipated that the following sewerage system facilities shall be improved by the City in order to provide capacity in the following total amounts determined as the average maximum flow measured over a one-hour period (except Sewer Treatment Plant flow which is maximum winter month flow):

<u>Facility</u>	<u>Total Facility Capacities</u>
S. End Extension	16,000 gpm
S. End Interceptor to Southwest Interceptor	32,000 gpm
S. End Interceptor Northern Segment (1983)	45,000 gpm
Headworks	80,000 gpm
Sewer Treatment Plant	40.4 MGD

(Total facilities capacities have been revised from June 16, 1982, agreement.)

Based on the above-stated capacity requirements, the estimated costs (in addition to costs established for the capacity requirements set forth in I(B) herein) of the District's share of the above facilities is set forth in Exhibit C attached hereto and incorporated herein by reference. The District Capacity Requirements in Section I(D)(1) above were established by the District and submitted by the District to the City for inclusion in this Amendment. In reliance on said District Capacity Requirements established by the District, the City will size, design and construct, maintain or improve sewer facilities to serve both the City's and the District's capacity requirements. Remedies for flows in excess of total Section I capacity shall be as provided in Section I(B) herein.

(3) The District agrees to pay to the City from the gross revenues of its sewer system the following percentage share of total costs of said facilities (said percentage share being calculated by dividing the District's additional Capacity Requirements under the June 16, 1982, agreement and this Amendment by the Total Facility Capacities above):

Percentage Share of  
Total Cost Payable  
To City under 6/16/82

Percentage Share  
Of Total Cost  
Payable to City

<u>Facility</u>	<u>Agreement</u>	<u>Under this Amendment</u>	<u>New Total</u>
S. End Extension	53%	19%	72%
S. End Interceptor to Southwest Interceptor	27%	9%	36%
S. End Interceptor Northern Segment	21%	7%	28%
Headworks	10%	4%	14%
Sewer Treatment Plant	12%	4%	16%

The total costs of each facility to which said percentage shall be applied shall be determined and paid as provided in Section I(C)(1) herein. Annual payments as provided in I(C)(3) shall not apply to the increased capacity provided under this Amendment.

II. Regarding Section II of the June 16, 1982, agreement, it is agreed that after construction of the S. End Extension and Interceptors, lift station operation costs shall not be included in the M & O charge.

III. In addition to the connection points agreed under Section III hereof, the City and District agree to the following new connections points:

- 19th Ave. SE at City limits
- District's Lift Station near 116th St SE and 35th Ave SE
- Side sewer connections to the City's South End Interceptor

Further, it is agreed that sewage and industrial waste may be delivered to the City from the area described in Exhibit D, attached hereto, which shows the Agreed District Service area under the June 16, 1982, agreement and all amendments thereto, including the present Amendment.

IV. Section IX is hereby revised to read hereafter as follows:

The District shall not have the right to assign this agreement or any of its rights and obligations hereunder either by operation of law or by voluntary agreement without the written consent of the City, and

neither party may terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party, and this agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Provided, that the District, by agreement of the City, may sell unneeded capacity to others who are a party to agreements with the City or who are Special Purpose Districts organized pursuant to Title 56 or Title 57 RCW which are contiguous to the District; provided that any such Special Purpose District shall be lead agency and shall pay all costs for all SEPA review or SEPA procedures related to such assignment.

V. Regarding Section X, the compensation provisions provided herein are not exclusive, and the parties may agree to other provisions where the City annexes District facilities. Proportionate reduction of District capacity in City sewer facilities due to City annexations shall be based on the District's sewer comprehensive planning for the area annexed.

VI. This arrangement shall constitute joint water/sewer facilities planning as required under the Growth Management Act.

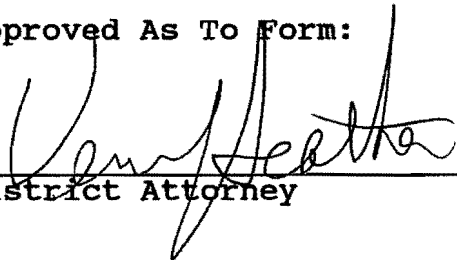
DATED this 12<sup>th</sup> day of December, 1991.


Silver Lake Water District

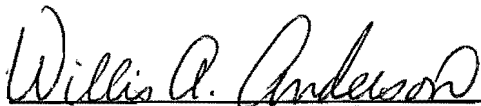
City of Everett


Approved As To Form:

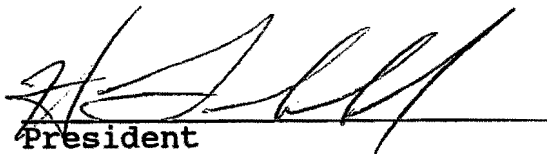
Approved As To Form:

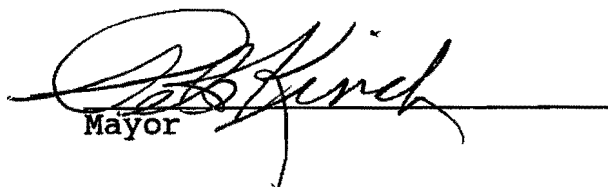
  
District Attorney

  
City Attorney

  
Secretary of Board

Attest:  
  
City Clerk

  
President

  
Mayor

## **SILVER LAKE SEWER AGREEMENT AMENDMENT**

### **EXHIBIT C (PAGE 1 OF 2)**

Increase in district capacity will increase facility cost by approximately the following amounts:

S. End Interceptor Northern Segment	\$210,285.32
Headworks	129,364.65
Sewer Treatment Plant	<u>852,356.80</u>
<b>TOTAL:</b>	<b>\$1,192,006.77</b>

**NOTE:** All future Sewer Treatment Plant improvement costs will be shared based on percentages to be determined, currently estimated at 16.3%, TOTAL, for Silver Lake. All costs for the 1991 portions of the South End Interceptor will be allocated per the table on page 2 of this schedule.

EXHIBIT C (PAGE 2 OF 2)

SEGMENT	COST MILLIONS	CAPACITY GALS/MIN	CITY CAPACITY	%	SLWD CAPACITY	%	AWD CAPACITY	%	MWD CAPACITY	%
Silver Lake	\$1.3	4,550	3,719	82%	831	18%		0%		0%
South	\$5.5	16,000	4,500	28%	11,500	72%		0%		0%
Middle	\$3.1	16,000	4,500	28%	11,500	72%		0%		0%
North	\$4.6	32,000	14,700	46%	11,500	36%	2,300	7%	3,500	11%
West	\$0.7	13,900	8,100	58%		0%	2,300	17%	3,500	25%
<b>TOTAL DOLLARS</b>	<b>\$15.2</b>			<b>\$6.0</b>		<b>\$8.1</b>		<b>\$0.4</b>		<b>\$0.7</b>

EXHIBIT "D"

Page 1 of 2

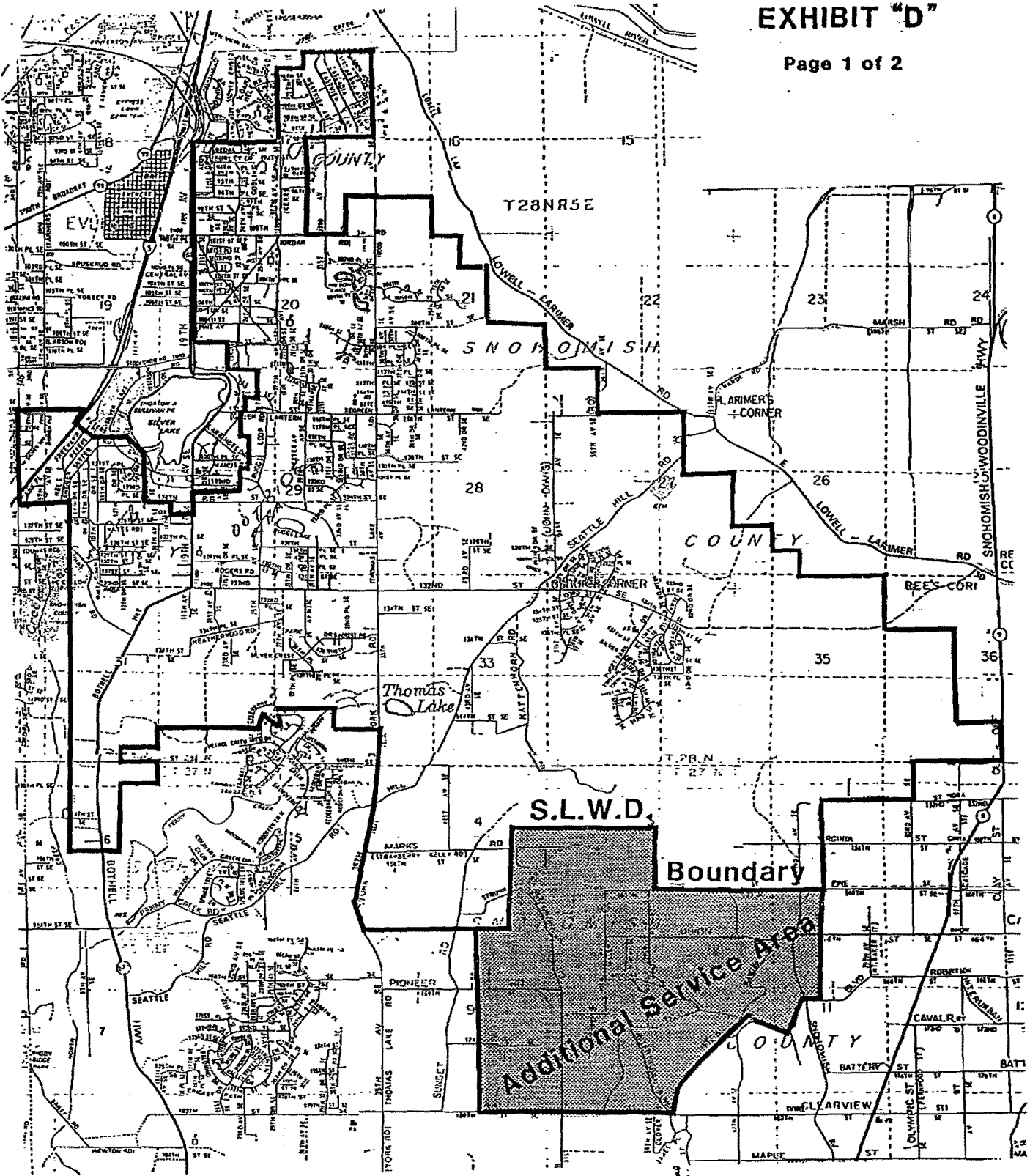


EXHIBIT D - LEGAL DESCRIPTION

THAT PORTION OF SECTIONS 2, 3, 4, 9, 10 AND 11, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SECTION 9 AND THE CENTERLINE OF 180TH STREET;

THENCE WESTERLY ALONG THE CENTERLINE OF 180TH STREET TO THE WEST LINE OF THE EAST HALF OF SECTION 9, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.;

THENCE NORTHERLY ALONG SAID LINE TO THE SOUTHERLY BOUNDARY OF THE SILVER LAKE WATER DISTRICT;

THENCE NORTHERLY AND EASTERLY ALONG SAID SOUTHERLY BOUNDARY TO THE EAST LINE OF THE WEST HALF OF SECTION 2, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.;

THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SECTION 11 TO THE CENTERLINE OF INTERURBAN BOULEVARD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF INTERURBAN BOULEVARD TO THE CENTERLINE OF 180TH STREET;

THENCE WESTERLY ALONG THE CENTERLINE OF 180TH STREET TO THE POINT OF BEGINNING.