

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT  
KING COUNTY, WASHINGTON**

**RESOLUTION NO. 5240**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, PERTAINING TO THE NEIGHBORHOOD SEWER PROGRAM; AMENDING THE CODE OF RESOLUTIONS OF THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AT SECTION 4.20.020; PROVIDING FOR SEVERABILITY; APPROVING TEMPLATE AGREEMENT TO CONNECT TO SEWER; AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, the Sammamish Plateau Water and Sewer District ("District") is a purveyor of water and sewer utility services; and

**WHEREAS**, the District receives requests from parties wishing to extend sewer facilities into areas where sewer service is not currently available; and

**WHEREAS**, the District codified its policies for the Neighborhood Sewer Program at Chapter 4.20 of the Code of Resolutions of the District, providing that the District may participate with and assist property owners within neighborhoods to construct smaller sewer extension infill projects as a Neighborhood Sewer Capital Improvement Project; and

**WHEREAS**, the District, by Resolution No. 3182 adopted on May 3, 2004, adopted a template Commitment to Connect to Sewer System Agreement for use with the Neighborhood Sewer Program; and

**WHEREAS**, the District, by Resolution No. 5227 adopted on October 9, 2023, adopted its 2022 Wastewater Comprehensive Plan, which included proposed updates to the Neighborhood Sewer Program; and

**WHEREAS**, consistent with the 2022 Wastewater Comprehensive Plan, the District Board of Commissioners wishes to adopt updates and revisions to the Neighborhood Sewer Program and template Commitment to Pay for Sewer System Agreement; now, therefore,

**BE IT RESOLVED**, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

**SECTION 1. Amendment.** The Code of Resolutions of the Sammamish Plateau Water and Sewer District, at Section 4.20.020, *Establishing program*, is hereby amended to read as set forth in Exhibit A hereto.

**SECTION 2. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this Resolution.

**SECTION 3. Corrections.** Upon approval of the District’s Legal Counsel, the clerk and the codifiers of this Resolution are authorized to make necessary technical corrections to this Resolution, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

**SECTION 4. Form Agreement.** The template Neighborhood Sewer Program Commitment to Pay for Sewer System attached hereto as Exhibit “B” and incorporated herein by this reference is hereby approved for use in implementing the District’s Neighborhood Sewer Program; and the template Neighborhood Sewer Program Commitment to Connect to Sewer System adopted by Resolution No. 3182 are hereby rescinded. To facilitate implementation, the District Manager, in conjunction with District legal counsel, is authorized to make non-substantive changes to the template without further Board action.

**SECTION 5. Effective Date.** The Resolution shall be in full force and effective upon adoption hereof.

**ADOPTED** by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 8th day of January, 2024.

***Individual Commissioner's  
Vote on this Resolution:***


Approved:	<input checked="" type="checkbox"/>
Opposed:	<input type="checkbox"/>
Abstained:	<input type="checkbox"/>
Absent:	<input type="checkbox"/>
Approved:	<input checked="" type="checkbox"/>
Opposed:	<input type="checkbox"/>
Abstained:	<input type="checkbox"/>
Absent:	<input type="checkbox"/>
Approved:	<input checked="" type="checkbox"/>
Opposed:	<input type="checkbox"/>
Abstained:	<input type="checkbox"/>
Absent:	<input type="checkbox"/>
Approved:	<input checked="" type="checkbox"/>
Opposed:	<input type="checkbox"/>
Abstained:	<input type="checkbox"/>
Absent:	<input type="checkbox"/>



\_\_\_\_\_  
Lloyd Warren, President and Commissioner

  
Ryika Hooshangi (Jan 8, 2024 16:00 PST)

\_\_\_\_\_  
Ryika Hooshangi, Vice President and Commissioner

  
Mary Shustov (Jan 8, 2024 19:48 EST)

\_\_\_\_\_  
Mary Shustov, Secretary and Commissioner



\_\_\_\_\_  
Tom Harman, Commissioner



\_\_\_\_\_  
Nav Ota, Commissioner

## EXHIBIT A

## EXHIBIT A

### **CHAPTER 4.20. NEIGHBORHOOD SEWER PROGRAM**

#### **Sec. 4.20.020. Neighborhood Sewer Program policies.**

- (a) District staff are authorized to administer the neighborhood sewer program (NSP), provided administration shall be in alignment with the following policies:
  - (1) Establishment of a NSP project requires commitments of properties within the proposed project area to cover the cost share of at least forty (40) percent of NSP project.
    - a. Participants in the NSP must execute the agreement titled "Commitment to Pay for Sewer System," as adopted by the Board, and adhere to the terms and conditions set forth in the agreement.
  - (2) The Board retains the discretion to determine whether to establish a NSP project.
  - (3) The Board shall establish each property's NSP project cost share through adoption of a special local facility charge ("Charge"). The Board shall set an interest rate to accrue on this Charge, provided the Charge shall be at least four (4) percent higher than the rate that District would pay to fund a project with municipal bond sale. The interest may accrue for a period not to exceed ten years.
    - a. Participants completing payment per the terms of the Commitment to Pay for Sewer System agreement will not be subject to the interest on their Charge.
  - (4) Properties may pay their Charge in installments, subject to policies set forth in Section 4.30.070, with the interest rate being charged as follows:
    - a. *Participant interest rate.* The interest rate will be set by the Board as part of the adoption of the Charge, and shall be in the range of two (2) percent higher than the rate that District would pay to fund a project with a municipal bond sale.
    - b. *Non-participating property interest rate.* The interest rate shall be subject to the rate set forth in Section 4.30.070.
  - (5) Properties within the NSP project area are not required to connect to the sewer system unless the property is required through an agreement to connect to the sewer system between the District and property owner, other private agreement, or as may be required by the local land use jurisdiction (i.e., city or county).
- (b) The Neighborhood Sewer Program Fund ("fund") has been established to fund the projects undertaken under this program, which the fund shall not exceed \$2,000,000.00, and is to be maintained as directed by the Board.
  - (1) Any fund balance not used in any year shall be carried over to and may be expended in following years.
  - (2) Any payments received through the program, including local facility connection charges collected from property owners connecting real property to sewer facilities installed pursuant to the program, shall be placed in and shall be available for expenditure from the fund for the program.

## EXHIBIT B

EXHIBIT B  
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT  
NEIGHBORHOOD SEWER PLAN  
COMMITMENT TO PAY FOR SEWER SYSTEM  
NSP-XX

THIS AGREEMENT is made by and between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and Property Owner Name ("Owner").

SECTION 1: RECITALS

1.01 The District has adopted a Neighborhood Sewer Program ("NSP") by Resolution No. **XXXX** that provides a program to allow property owners and the District to participate together to extend sewers to a specified area to provide service when property owners in the specified area representing at least 40 percent of the cost of the sewer extension have committed to pay their equitable share of the cost of the sewer extension when the sewers have been installed.

1.02 The District has been requested by certain property owners to carry out the NSP for extension of sewer facilities to provide sewer service to the area described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference ("NSP-XX Area").

1.03 Owner is the owner of certain real property located in King County and legally described on Exhibit "C" attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's sewer service area and within the NSP-XX Area.

1.04 Owner desires to have sewer service available to the Property through the NSP-XX. The Owner and the District now desire to set forth the terms and conditions of the Owner's participation in the NSP-XX .

1.05 Therefore, the parties, in consideration of the following terms and conditions, now agree as follows:

SECTION 2: NEIGHBORHOOD SEWER PROGRAM PROJECT FORMATION

2.01 District has prepared a cost estimate for the physical extension of sewer facilities to provide sewer service to the NSP-XX Area, which includes all estimated costs associated with such provision of sewer service including surveying and engineering, design, project administration, legal services, easement acquisition, permits, construction, and restoration ("NSP-XX Cost Estimate") of \$XXX,XXX.XX. A summary of the NSP-XX Cost Estimate is provided on Exhibit D, attached hereto and incorporated herein by this reference.

2.02 District has calculated an equitable pro-rata share of the NSP-XX Cost Estimate for each property within the NSP-XX Area, representing each property's estimated individual NSP-XX Property Local Facility Charge ("LFC"). The maximum individual Property LFC that will be charged to the Property is the NSP-XX Property LFC plus ten percent (10%), the ("NSP-XX Maximum Property LFC"). A listing of all NSP-XX Maximum Property LFCs for each property within the NSP-XX Area is provided on Exhibit D.

2.03 Owner understands that the existence of on-site sewage service for the Property was not considered in the calculation of the individual NSP-XX Property LFC; and that any such individual NSP-XX Property LFC in relation to benefit derived by the Property to be served was made on the basis that Property does not receive wastewater service.

2.04 The District will proceed with the NSP-XX if Commitment to Pay for Sewer Service Agreements for the NSP-XX representing at least forty percent (40%) participation of the NSP-XX Cost Estimate are signed and returned to the District.

2.05 To be considered for determination of the forty percent (40%) participation level required for the NSP-XX this Commitment to Pay for Sewer Service Agreement must be returned to the Sammamish Plateau Water and Sewer District, located at 1510 – 228<sup>th</sup> Avenue SE, Sammamish, Washington 98075, and received by the District by Return Date.

2.06 The District's consideration of NSP-XX will automatically terminate if the 40% participation level described above in Section 2.04 is not achieved by Commitment to Pay for Sewer Service Agreements for NSP-XX received by the District by the date specified in Section 2.05.

2.07 Unless the District's consideration of NSP-XX is terminated pursuant to Section 2.06, Commitment to Pay for Sewer Service Agreements received after Return Date will be accepted for NSP-XX until such time as the District receives construction bids for NSP-XX.

### SECTION 3: NEIGHBORHOOD SEWER PROGRAM DISTRICT RESPONSIBILITIES

3.01 District agrees to participate in NSP-XX for the purpose of constructing a District sewer system, including mains, pumps and related improvements to serve the Property, if all applicable terms and conditions of this agreement are satisfied.

3.02 District agrees to have the necessary work completed so that the District may proceed with the installation of the sewer system to provide sewer service to the NSP-XX Area. Such work shall include, but not be limited to, surveying and engineering, design, project administration, legal services, easement acquisition, permit acquisition, and bidding the project for potential construction.

3.03 District shall prepare an updated NSP-XX Cost Estimate following the receipt and opening of construction bids for the NSP-XX Project ("Updated NSP-XX Cost Estimate").

3.04 If the Updated NSP-XX Cost Estimate is greater than the total of the individual Property NSP-XX Maximum Property LFCs for all properties in the NSP-XX Area, as indicated on Exhibit D, the District shall:

- i) Terminate the original Commitment to Pay for Sewer Service Agreements for NSP-XX and release those agreements recorded with the King County Office of Records and Elections.
- ii) Update Maximum Property LFCs for each property in the NSP-XX Area.
- iii) Prepare updated Commitment to Pay for Sewer Service Agreements for each property in the NSP-XX Area.

3.05 If the Updated NSP-XX Cost Estimate is less than or equal to the total of the individual Property NSP-XX Maximum Property LFCs for all properties in the NSP-XX Area, as indicated on Exhibit D, the District shall proceed with the construction of the sewer facilities necessary to provide sewer service to the NSP-XX Area.

3.06 Following construction of the sewer facilities necessary to provide sewer service to the NSP-XX Area the District shall prepare a Final Project Cost Summary and calculate individual property NSP-XX LFCs for each property in the NSP-XX Area. The District shall adopt the NSP-XX LFCs by resolution and record the Special LFC with the King County Office of Records and Elections.

3.07 Following construction of the NSP-XX sewer facilities and adoption of the NSP-XX LFCs the District shall notify Owner of the Special LFC for the Property and that sewer service to the Property is available.

#### SECTION 4: NEIGHBORHOOD SEWER PROGRAM OWNER RESPONSIBILITIES

4.01 Owner agrees to participate in and pay owner's equitable share of NSP-XX for the purpose of constructing a District sewer system, including mains, pumps and related improvements to serve the Property.

4.02 Owner agrees that within 60 days of the date of notification from the District of the availability of sewer service to the Property, such availability as defined by the District in its sole discretion, Owner shall pay the Local Facility Charge up to the Maximum Property LFC as determined through the NSP-XX and as further described in this Agreement.

4.03 Owner further agrees that, when they connect to the sewer system for sewer service to the Property, Owner shall:

- i) Execute a District Side Sewer Application
- ii) Pay all additional District Connection Charges, including, but not limited to
  - a) Sewer General Facility Charge
  - b) Side Sewer Inspection Permit Fee
  - c) Right-of-Way Permit Fee, if a Right-of-Way Permit is required
- iii) Execute a King County Sewer Use Certification form



- iv) Have a side sewer installed to connect any structures on the Property to the sewer system, using a Side Sewer Contractor licensed by the District to install side sewers. Connection shall be per District standards and specifications in effect at the time of such connection.
- v) Abandon any on-site sewer system(s) per King County Department of Health Regulations, at Owner's sole expense.

4.04 Owner agrees that payment of any and all District fees and charges for such sewer service connection shall be made to the District prior to the connection of the Property to the sewer system. If all or a portion of the fees and charges for such service connection are being assessed against the Property through a Utility Local Improvement District, or financed through a District sponsored finance agreement, the payment of those fees and charges shall be in accordance with such Utility Local Improvement District assessment or finance agreement schedule.

4.05 All fees and charges for connection to the District sewer system, including, but not limited to, General Facility Charges, Charges for the installation of regional or local sewer collection facilities and side sewer inspection charges, shall be determined and paid in accordance with all applicable District policies, procedures and rates in effect at the time of such connection.

4.06 Upon the connection of the Property to the District sewer system, Owner and the Property shall be subject to and shall comply with all applicable District resolutions, policies and procedures regarding the District's provision of sewer service to the Property.

## SECTION 5: GENERAL PROVISIONS

5.01 This Agreement touches and concerns the development of the Property and shall constitute a covenant running with the Property described on Exhibit "C". This Agreement shall be binding upon Owner, and Owner's heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections following its execution by the parties herein, and receipt by the District of signed Commitment to Pay for Sewer Service Agreements for NSP-XX representing at least forty percent (40%) participation of the NSP-XX sewer extension cost. District shall be entitled to enforce collection of any unpaid amounts due under this Agreement pursuant to the provisions of RCW 57.08.081 and applicable District resolutions and policies.

5.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

District:	General Manager Sammamish Plateau Water and Sewer District 1510 - 228th Avenue S.E. Sammamish, Washington 98075
-----------	--

With a courtesy copy to

Attorney  
Inslee, Best, Doezie & Ryder, P.S.  
Skyline Tower, Suite 1500  
10900 NE 4th St  
Bellevue, Washington 98004

Owner:

Property Owner Name  
Mailing Address  
City, State ZIP

Any party may, by written notice to the other, designate a different address or designee. Notice for the purposes of this Agreement shall be deemed to have been given on the date of personal delivery or date of posting in the mail.

5.03 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other costs and damages allowed by law, including any such fees and costs incurred on appeal.

5.04 If any section, sentence, clause or phase 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.

SAMMAMISH PLATEAU WATER AND  
SEWER DISTRICT ("District")

By _____	By _____
Printed _____	Printed _____ (Owner)
Its _____	Its _____ Dated _____
Dated _____	By _____
	Printed _____ (Owner)
	Its _____ Dated _____

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING               )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING               )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **Sammamish Plateau Water and Sewer District** to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

EXHIBIT A  
NEIGHBORHOOD SEWER PROGRAM - XX AREA  
LEGAL DESCRIPTION

Insert legal description of NSP-X Area

EXHIBIT B  
NEIGHBORHOOD SEWER PROGRAM - XX AREA  
DEPICTION

Insert drawing of NSP-X Area

EXHIBIT C  
OWNER'S PROPERTY  
LEGAL DESCRIPTION

Tax Parcel *Tax Parcel Number*

*Individual Lot Legal Description*

EXHIBIT D  
NEIGHBORHOOD SEWER PROGRAM - XX  
COST ESTIMATE AND PROPERTY LOCAL FACILITY CHARGES

**Total Cost Estimate = *Total NSP Cost***

*Insert a summary of the cost estimate, including contingencies (but not including 10% Extra)*

**Property Local Facility Charges**

<b>TAX PARCEL</b>	<b>ESTIMATED INDIVIDUAL NSP-XX PROPERTY LOCAL FACILITY CHARGE</b>	<b>MAXIMUM INDIVIDUAL NSP-XX PROPERTY LOCAL FACILITY CHARGE</b>
<i>Individual tax parcel nos.</i>		
<b>TOTALS</b>	<i>Sum of Estimated Individual Property Local Facility Charge</i>	<i>Sum of Maximum Individual Property Local Facility Charge</i>