

AMENDMENT TO MAY 4, 1983
AGREEMENT FOR SEWAGE DISPOSAL
between
THE CITY OF EVERETT
and
MUKILTEO WATER DISTRICT

THIS AMENDMENT made as of this 21st day of April, 2003, between Mukilteo 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."

WITNESSETH:

WHEREAS, the City and the District entered into an agreement for sewage disposal on May 4, 1983 (the "Agreement"); and

WHEREAS, the City and the District amended the Agreement on October 15, 1985 to add service areas to the District under certain conditions (the "1985 Amendment"); and

WHEREAS, the City and the District further amended the Agreement on June 24, 1992 ("1992 Amendment"), in which the District purchased additional capacity; and

WHEREAS, the City has annexed approximately one thousand acres in the District's service area since 1983; and

WHEREAS, the District no longer needs all of the capacity it purchased pursuant to the 1992 Amendment; and

WHEREAS, the District desires to sell, and the City desires to purchase, most of the capacity it purchased in the 1992 Amendment; and

WHEREAS, such sale and purchase will decrease District's historical Headworks/Interceptor facility cost by Three Hundred Thirty-one Thousand Seven Hundred Thirty-eight dollars (\$331,738.00) and its historical Sewer Treatment Plant facility cost by Three Hundred Twenty-one Thousand Three Hundred Thirty-two dollars (\$321,332.00), for a total decrease of Six Hundred Fifty-three Thousand Seventy dollars \$653,070

WHEREAS, Section X of the Agreement sets forth procedures for City to purchase District Capacity allocations in areas annexed to the City previously served by the District; and

NOW, THEREFORE; the parties agree:

1. The District agrees to sell, and the City agrees to purchase, capacities it no longer needs so the District will have the capacities described herein.
2. Within sixty days of the effective date of this Amendment, the City shall pay the District Six Hundred Fifty-three Thousand Seventy dollars (\$653,070.00).
3. Subsection I(D)(1), which was added by the 1992 Amendment, is hereby deleted.
4. Subsection I(A), is modified to read as follows:

The City and the District agree that the following sewerage system facilities shall be constructed and maintained to service the following capacity requirements of the District.

Facility	District Capacity Requirements
S. End Interceptor to Southwest Interceptor	2,500 gpm
S. End Interceptor Northern Segment	2,500 gpm
Headworks	2,500 gpm
Sewer Treatment Plant	1.6 MGD

Based on the above-stated District capacity requirements, the estimated costs for the District's share of the above facilities is set forth in Exhibit A [PBC] attached hereto and incorporated by reference. The capacity requirement immediately above are defined as follows:

GPM shall be defined as the average maximum flow over a one hour period.
 MGD shall be defined as the average daily flow over a one year period.

5. Subsection I(D)(3), which was added by the 1992 Amendment, is hereby deleted.
6. Section I(C) is modified to read as follows:

The District agrees to pay to the City from the gross revenues of the sewer system the following percentage share of total costs of said facilities (said percentage share being calculated by dividing the District's Capacity Requirements by the Total Facility Capacities above):

Facility	Percentage Share Of Total Cost Payment to City
S. End Interceptor to Southwest Interceptor	7.8%

S. End Interceptor Northern Segment	5.6%
Headworks	3.1%
Sewer Treatment Plant	4.0%

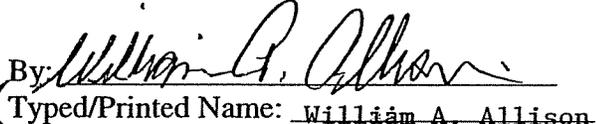
The total cost of each facility to which said percentage shall be applied shall include but not be limited to engineering costs and fees, all payments to consulting engineers or contractors, or otherwise, for labor, materials, equipment, overhead, etc., right-of-way, or land costs, testing, inspection, legal fees, and interim financing costs. Payments to the City shall commence with approval by the City of the Engineer's and/or the Contractor's progress payments for work performed so that payments from the District will coincide with the City's payments to Engineers/Contractors. Final total costs will be established and adjusted upon release of all claims against said projects. The District's obligation to the City shall be junior to all present and future bonded indebtedness of the District.

- This Agreement shall be effective as of the date of attestation by the Everett City Clerk.
- This Amendment constitutes joint water/sewer facilities planning pursuant to the Growth Management Act.
- Except as otherwise expressly modified by this Amendment, the terms and conditions of the Agreement, as amended by the 1985 Amendment and 1992 Amendment, remain in full force and effect.

**CITY OF EVERETT
WASHINGTON**

Mukilteo Water District
[Address] P.O. Box 260 Mukilteo, WA 98275

By: 
Frank E. Anderson, Mayor

By: 
Typed/Printed Name: William A. Allison
Position/Office: President

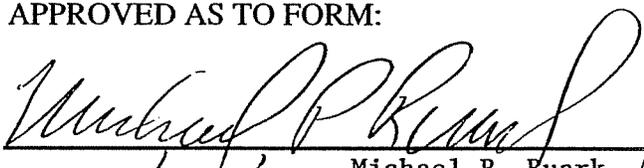
4/21/03
Date

March 12, 2003
Date

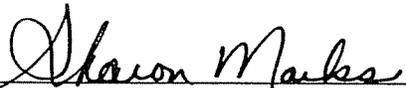
APPROVED AS TO FORM::

APPROVED AS TO FORM:


Mark T. Soine, City Attorney
Date: 4/21/03


Michael P. Ruark, Attorney
Date: 3/12/2003

ATTEST:



Sharon Marks, City Clerk
Date:



Secretary of Board Thomas H. Rainville
Date: March 12, 2003

President
Date:

**MUKILTEO SEWER AGREEMENT AMENDMENT
EXHIBIT "A "**

Decrease in district capacity will decrease Districts historical facility cost by the following present value amounts:

Headworks/Interceptor	\$331,738
Sewer Treatment Plant	<u>321,332</u>
TOTAL:	\$653,070

The City will reimburse this decrease in historical cost to the District to the District within 60 days of finalization of this agreement.

AMENDMENT TO MAY 4, 1983
AGREEMENT FOR SEWAGE DISPOSAL
between
THE CITY OF EVERETT
and
MUKILTEO WATER DISTRICT

THIS AGREEMENT made as of this 24th day of June, 1992, between Mukilteo 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."

WITNESSETH:

WHEREAS, the City and the District wish to amend the May 4, 1983 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 May 4, 1983, 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 average daily flow over a one year period):

<u>Facility</u>	<u>District Capacity Requirements</u>
S. End Interceptor to Southwest Interceptor	1,000 gpm
S. End Interceptor Northern Segment (1983)	1,000 gpm
Headworks	1,000 gpm
Sewer Treatment Plant	.6 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 average daily flow over a one year period):

<u>Facility</u>	<u>Total Facility Capacities</u>
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 May 4, 1983, 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 May 4, 1983, agreement and this Amendment by the Total Facility Capacities above):

<u>Facility</u>	<u>Percentage Share of Total Cost Payable To City under 5/4/83 Agreement</u>	<u>Percentage Share Of Total Cost Payable to City Under This Amendment</u>	<u>New Total</u>
<i>MW</i> S. End Interceptor to Southwest Interceptor <i>#2225</i>	8.4%	2.5%	10.9%
S. End Interceptor Northern Segment	6.2%	1.6%	7.8%
Headworks	3.1%	1.3%	4.4%
Sewer Treatment Plant	4.2%	1.5%	5.7%

The total costs of each facility to which said percentage shall be applied shall be determined and paid as provided in Section I(C) herein.

II. 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.

III. 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.

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

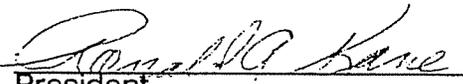
DATED this 24th day of June, 1992.

Mukilteo Water District

City of Everett

Approved As To Form:

Approved As To Form:



President

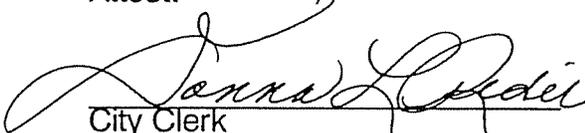


Mayor

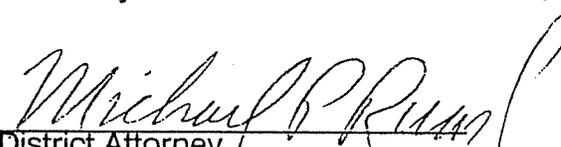
Attest:



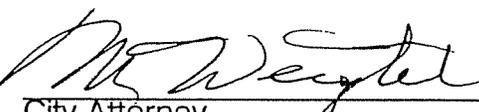
Secretary of Board



City Clerk



District Attorney



City Attorney

MUKILTEO 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	\$70,095.11
Headworks	43,121.55
Sewer Treatment Plant	<u>284,118.93</u>
TOTAL:	\$397,335.59

NOTE: All future Sewer Treatment Plant improvement costs will be shared based on percentages to be determined, currently estimated at 6%, TOTAL, for Mukilteo. All costs for the 1991-1992 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	%
12804 Silver Lake	\$1.3	4,550	3,719	82%	831	18%		0%		0%
12227 South	\$5.5	16,000	4,500	28%	11,500	72%		0%		0%
12226 Middle	\$3.1	16,000	4,500	28%	11,500	72%		0%		0%
12225 North	\$4.6	32,000	14,700	46%	11,500	36%	2,300	7%	3,500	11%
12223 West	\$0.7	13,900	8,100	58%		0%	2,300	17%	3,500	25%
TOTAL	\$15.2			\$6.0		\$8.1		\$0.4		\$0.7
DOLLARS										