

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 13-5-1B

RESOLUTION AUTHORIZING THE IMPLEMENTATION OF A WATER SERVICE INSTALLATION AGREEMENT FOR MISCELLANEOUS WATER WORK REQUESTED BY DEVELOPERS AND MODIFY HIGHLINE WATER DISTRICT CODE - TITLE 6.04 RATES, SECTION 6.04.020 WATER SERVICE INSTALLATION CHARGES, TABLE 3

WHEREAS, the District receives requests by Developers to install new or modify existing water services, mains and/or fire hydrants to accommodate development; and

WHEREAS, the District has a Fire Hydrant Installation Agreement for installation of new hydrants; and

WHEREAS, the District would benefit combining all miscellaneous work performed by the District into one standard agreement for continuity; and

WHEREAS, all costs associated with the required work will be borne by the Developer on a time-and-materials basis; and

WHEREAS, the Agreement as presented, has been reviewed by District staff and legal counsel.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners authorizes the implementation of a Water Service Installation Agreement - Ref #409, (Attachment-1, incorporated herein by this reference); and
2. The Board of Commissioners authorizes staff to eliminate the existing Fire Hydrant Installation Agreement (Ref #362) and modify accordingly, Title 6.04 Rates, Section 6.04.020 Water Service Installation Charges, Table 3 (Attachment-2, incorporated herein by this reference).
3. The Board of Commissioners authorizes staff to execute this agreement with Developers/Customers for a not-to-exceed amount of \$20,000 plus any outside reimbursable expenses as allowed per RCW 57.08.050.

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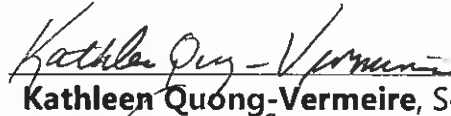
RESOLUTION 13-5-1B

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an Open Public Meeting held this **1st** day of **May 2013**.

BOARD OF COMMISSIONERS



Daniel Johnson, President



Kathleen Quong-Vermeire, Secretary



Gerald R. Guite, Commissioner



Vince Koester, Commissioner



George Landon, Commissioner

WATER SERVICE INSTALLATION AGREEMENT

This Agreement ("Agreement") is entered into between Highline Water District, a Washington municipal corporation ("District"), and _____ a _____ ("Developer") (individually a "Party" and collectively the "Parties") for the purposes set forth below.

RECITALS

- 1. The District operates and maintains a domestic water supply system within its boundaries to serve the property within its water service area; and
2. Developer desires to install a new and/or modify an existing water service or fire hydrant as described on Exhibit A attached hereto and incorporated herein in full by this reference (the "Work" or "Service Facilities") at its own cost to serve Developer's real property as described on Exhibit B attached hereto and incorporated herein by this reference ("Property") or other real property; and
3. The Service Facilities shall be owned and operated by the District in accordance with District Policy; and
4. The Developer has requested the District perform the Work in accordance with the terms of this Agreement.

AGREEMENT

In consideration of the terms and conditions contained in this Agreement, the Parties agree as follows::

- 1. Property. _____

Developer represents and warrants Developer is the owner of record of the Property. If such representation of ownership is invalid, this Agreement shall be rescinded. Developer agrees that the District may require Developer to furnish a title report for the Property to confirm Developer's ownership at Developer's expense.

- 2. Developer Deposit. At the time the Developer executes this Agreement, Developer shall provide the District with a monetary deposit ("Deposit") in the amount as required by the District to pay for the cost of the Work, including all applicable charges as set forth in the District's Code and Resolutions, including any amendments thereto. The Deposit shall be determined based on the estimated cost of the Work as determined by the District as provided in Exhibit C attached hereto and incorporated in full herein by this reference.

Highline Water District

WATER SERVICE INSTALLATION AGREEMENT

- 2.1 The District shall use the Deposit to pay for the cost of the Work and all expenses incurred by the District in performing its obligations under this Agreement, including, but not limited to, all construction, bacterial testing and sampling, permitting, and surface restoration.
 - 2.2 Following the completion of the Work, the District shall determine the total cost of the Work and shall invoice the Developer for such total costs and expenses. The District shall then have the right to utilize and charge the cost of the Work against the Deposit. In the event the cost of the Work is less than the Deposit, the District shall pay and reimburse to the Developer the difference in the total cost of the Work and the Deposit within thirty (30) days of such determination; provided, if the cost of the Work exceeds the Deposit, the District shall invoice the Developer for the cost of the Work in excess of the Deposit. The Developer shall pay the District the invoiced amount within thirty (30) days of the date of the invoice
 - 2.3 The charges incurred by Developer under this Agreement shall be construed as "charges for services" pursuant to RCW 57.08.081 and shall be charges against the Property. If the Developer fails to pay the invoiced amount to the District within thirty (30) days of such invoice, the invoice amount shall be considered delinquent and shall constitute a lien against the Property. The District shall then have the right to record this Agreement against the Property and foreclose the lien in the manner authorized by law.
3. **Easements.**
- 3.1 The Developer shall grant an easement(s) across the Property necessary for installation of the Work in a form as required by the District.
 - 3.2 If an easement is required over real property other than the Property, the Developer shall provide the easement to the District in a form required by the District, together with title report or other sufficient proof of ownership of such easement, prior to commencement of the Work. Developer shall obtain a written release from any property owner across whose property construction is performed pursuant to the grant of an easement, sufficient to indicate that the site restoration of the easement is satisfactory and complete to the affected property owner.

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4. **Permits.** The District shall be responsible for obtaining all necessary permits for the installation of the Work, provided the Developer shall pay to and reimburse the District the cost of any permits, including District administrative time to obtain the permits, as part of the total cost of the Work.
5. **Indemnity/Hold Harmless.** The Developer shall indemnify, defend and hold the District its elected and appointed officers and officials, employees and agents harmless from all costs, expenses, losses and damages, including costs of defense, incurred as a result of any acts or omissions of the Developer relating to the performance of this Agreement. The District shall not be liable for any claims, liabilities, demands or actions resulting from the failure of the water service or appurtenances installed by the District unless such failure arises out of the negligent performance of this Agreement by the District.
6. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
7. **Litigation.** In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.
8. **Assignment.** This Agreement shall be binding upon the heirs, assigns, and successors in interest to the Developer, provided this Agreement shall not be assigned without the District's prior written approval, such approval not to be unreasonably withheld.
9. **Governing Law/Forum.** The laws of the State of Washington shall govern the interpretation and enforcement of this Agreement. Any litigation relating to the performance of this Agreement shall be filed in King County Superior Court, Kent, Washington.

HIGHLINE WATER DISTRICT

DEVELOPER

By: _____

By _____

Its: _____

Its: _____

Date: _____ 20 _____

Date: _____ 20 _____

Highline Water District

WATER SERVICE INSTALLATION AGREEMENT

EXHIBIT A Description of Work

Highline Water District

WATER SERVICE INSTALLATION AGREEMENT

EXHIBIT B

Description of Real Property

Highline Water District

WATER SERVICE INSTALLATION AGREEMENT

EXHIBIT C Estimated Cost of Work

TITLE 6 – WATER SERVICE RATES AND CHARGES
Chapter 6.04 – Rates
Section 6.04.020 - WATER / MISCELLANEOUS RATES

C. TABLE 3 - WATER SERVICE INSTALLATION CHARGES				
METER	HANG DOMESTIC	HANG IRRIGATION/FIRE	MXU	FULL SERVICE
5/8"	\$190		\$235	*
3/4"	\$220		\$235	*
1"	\$240		\$235	*
1-1/2"	\$1,215	\$865	\$235	*
2"	\$1,385	\$1,005	\$235	*
3"	T & M	T & M	\$235	T & M
4"	T & M	T & M	\$235	T & M
6"	T & M	T & M	\$235	T & M
8"	T & M	T & M	\$235	T & M
<i>(Per Resolution 09-12-2B – Charges Effective 12/02/09)</i>				
<u>Request for Fire Hydrant Water Service Installation/Modification</u>				
<p>The District will install/modify existing water services/mains and/or fire hydrants as requested by Agreement (reference <u>Fire Hydrant Installation Agreement #362 Water Service Installation Agreement REF #409</u>). The requesting party shall pay for all costs associated with installation/modification of the <u>fire hydrant water service</u>. The District will prepare a cost estimate for the <u>installation work</u> and require a deposit in the full amount prior to executing the Agreement. If the deposit is in excess of the actual costs, the difference will be refunded. If the actual cost of the <u>installation work</u> exceeds the estimate, the difference will be owed to the District (per Res. 12-4-18B, effective 4/19/12).</p>				

Agenda Item No.: 5.2
Agenda Date: 5/1/2013
Reviewed By: JD

Subject: Resolution authorizing the implementation of a Water Service Installation Agreement for miscellaneous water work requested by Developers and modify Highline Water District Code - Title 6.04 Rates, Section 6.04.020 Water Service Installation Charges, Table 3

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Budgeted?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Amount:</i> \$ _____			

Attachments:

1. Resolution 13-5-1B
2. Attachment 1 – Water Service Installation Agreement (REF #409)
3. Attachment 2 – HWDC Section 6.04.020 Table 3 Revisions

Comments:

The District would benefit combining all miscellaneous work performed by the District into one standard agreement for continuity.

The General Manager and District Engineer recommend approval of this resolution.