

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 21-3-3C**

**A RESOLUTION OF THE HIGHLINE WATER DISTRICT, KING COUNTY, WASHINGTON, APPROVING OF INTERLOCAL AGREEMENT WITH WATER DISTRICT NO. 49 RELATING TO PROVIDING WATER SERVICE TO THE BOVENKAMP PROPERTY**

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into contracts with each other to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and/or facilities in a manner that addresses the needs of local communities; and

**WHEREAS**, a single-family residence owned by Christopher Hill and Amy Bovenkamp located at 17056 21st Ave. SW, Normandy Park, Washington ("Bovenkamp Property") is within Water District No. 49's (WD 49) water service area and is currently served by WD 49; and

**WHEREAS**, in connection with a remodel project in 2020, the Bovenkamp Property was required to install a fire sprinkler system which would have necessitated the need for replacement and upsizing of the current service line at considerable effort and expense to the owners; and

**WHEREAS**, the WD 49 water meter serving the Bovenkamp Property is approximately 335 feet from the residence and upsizing and replacement of the current service line would have required extensive work within a private road or driveway serving multiple properties, along with the need to acquire a private easement from the owners of properties that own or use the private road or driveway; and

**WHEREAS**, Highline Water District (HWD) has an existing water main located in an easement that runs across the Bovenkamp Property and HWD is able to provide water service to the Bovenkamp Property, subject to WD 49's approval; and

**WHEREAS**, pursuant to RCW 57.08.007, HWD is not permitted to provide water service to the Bovenkamp Property which is located within WD 49's service area without the approval of both districts by resolution.

**NOW, THEREFORE, BE IT RESOLVED:**


The Board of Commissioners of Highline Water District hereby approves of the interlocal agreement attached hereto as **Exhibit A**. The General Manager is authorized to execute the interlocal agreement on behalf of HWD.


**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 21-3-3C**

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held on the **3rd** day of **March 2021**.

**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
**Todd Fultz**, President

  
\_\_\_\_\_  
**Polly Daigle**, Secretary

  
\_\_\_\_\_  
**Daniel Johnson**, Commissioner

  
\_\_\_\_\_  
**Vince Koester**, Commissioner

  
\_\_\_\_\_  
**Kathleen Quong-Vermeire**, Commissioner

**INTERLOCAL AGREEMENT BETWEEN WATER DISTRICT NO. 49  
AND HIGHLINE WATER DISTRICT RELATING TO PROVIDING  
WATER SERVICE TO THE BOVENKAMP PROPERTY**

This Interlocal Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between King County Water District No. 49 (“WD 49”), a Washington municipal entity, and Highline Water District (“HWD”), a Washington municipal entity, (individually a “Party” and collectively the “Parties”) for the purposes described herein.

**I. RECITALS**

Whereas, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into contracts with each other to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby to provide services and/or facilities in a manner that addresses the needs of local communities;

Whereas, a single family residence owned by Christopher Hill and Amy Bovenkamp located at 17056 21<sup>st</sup> Ave. SW, Normandy Park, Washington (“Bovenkamp Property”) is within WD 49’s water service area and is currently served by WD 49;

Whereas, in connection with a remodel project in 2020, the Bovenkamp Property was required to install a fire sprinkler system which would have necessitated the need for replacement and upsizing of the current service line at considerable effort and expense to the owners;

Whereas, the WD 49 water meter serving the Bovenkamp Property is approximately 335 feet from the residence and upsizing and replacement of the current service line would have required extensive work within a private road or driveway serving multiple properties, along with the need to acquire a private easement from the owners of properties that own or use the private road or driveway;

Whereas, HWD has an existing water main located in an easement that runs across the Bovenkamp Property and HWD is able to provide water service to the Bovenkamp Property, subject to WD 49’s approval;

Whereas, on October 14, 2020, Amy Bovenkamp attended the WD 49 Board of Commissioners meeting to request the Board’s approval to allow the Bovenkamp Property to connect to HWD’s water system due to the extensive work and costs that would have to be incurred in order to install a new water service from WD 49’s water meter along the private road to the residence;

Whereas, pursuant to RCW 57.08.007, HWD is not permitted to provide water service to the Bovenkamp Property which is located within WD 49’s service area without the approval of both districts by resolution;

Whereas, given the specific circumstances present in this case, by motion at the October 14, 2020 WD 49 Board meeting the Board of Commissioners approved of the request made by Amy Bovenkamp and granted the authority to HWD to serve the Bovenkamp Property, subject to the condition that the owners of the Bovenkamp Property pay for the cost of disconnecting the Bovenkamp Property from WD 49’s water system, and other costs associated with documenting WD 49’s approval;

and

Whereas, the Parties desire to enter into this Agreement in order to document WD 49's consent and approval to allow HWD to serve the Bovenkamp Property.

## II. AGREEMENT

It is agreed by the Parties as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference and are made a part of this Agreement.
2. Consent and Approval for HWD to Serve the Bovenkamp Property. The Parties agree that the Bovenkamp property may be served by HWD in accordance with such terms and conditions as may be agreed upon by HWD and the owners of the Bovenkamp Property. The Bovenkamp Property shall disconnect from WD 49's water system in accordance with WD 49's requirements and the cost of such disconnection shall be paid by the owners of the Bovenkamp Property. In the event the Bovenkamp Property desires for any reason to reconnect to WD 49's water system, the owners of the Bovenkamp Property will be required to pay the current charges and fees of connections in effect at the time of connection.
3. Term of Agreement. The term of this Agreement shall continue for so long as the Bovenkamp Property is connected to and receiving water service from HWD's water system.
4. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Any amendments to this Agreement must be in writing and signed by the Parties in order to be effective.
5. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.
6. Execution in Counterparts / Electronic Signatures. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Agreement may also be executed by electronic signature which shall be effective to bind the Party signing by electronic signature.
7. Authorization and Listing. This Agreement has been duly authorized by resolutions adopted by WD 49 and HWD. This Agreement shall be recorded in the real property records of King County or listed on WD 49's or HWD's website in accordance with RCW 39.34.040.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

**WATER DISTRICT NO. 49**

**HIGHLINE WATER DISTRICT**

By: \_\_\_\_\_  
Eli Zehner  
General Manager

By: \_\_\_\_\_  
Matt Everett  
General Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

