

RESOLUTION NO. 117

APPROVING AND CONFIRMING THE ASSESSMENT ROLL
IN ULID NO. 1 IN THE SUM OF \$125,000.00, AND
PROVIDING FOR THE DELIVERY OF THE SAID ROLL TO
TREASURER OF DOUGLAS COUNTY FOR COLLECTION.

WHEREAS, due notice has heretofore been given both by publication and mailing in accordance with law of the hearing upon the assessment roll for Utility Local Improvement District No. 1, East Wenatchee Water District, Douglas County, Washington, the hearing thereon having been set for the 28th day of August, 1973, at the hour of 8:00 o'clock P.M., PDST, at the office of the East Wenatchee Water District, 930 North Main Street, East Wenatchee, Washington, and the Board of Commissioners having convened at said time and place and having considered all protests presented in writing, or otherwise, prior to said hour, and having heard all persons desiring to be heard at said hearing; and

WHEREAS the Commissioners having given due consideration to the special benefits to be received by each lot, tract, and parcel of land shown upon said roll, including the increase in the fair market value of each lot, tract and parcel of land anticipated to result from the acquisition and construction of the proposed improvement in said Utility Local Improvement District No. 1; and

WHEREAS, it appearing to the Commissioners that the amounts charged against the properties on said assessment roll of Utility Local Improvement District No. 1 are in accordance with the roll of assessments, and said Utility Local Improvement District No. 1 as provided by law and by resolution of the Board of Commissioners of the East Wenatchee Water District, and clearly reflect the special benefits to be received by said parcels of land; and that all protests should be and the same are hereby overruled, there having been none either in person or in writing, NOW, THEREFORE:

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE EAST WENATCHEE WATER DISTRICT, DOUGLAS COUNTY, WASHINGTON, as follows:

Section 1. The assessments on said assessment roll be and they are hereby in all things confirmed and approved in the total sum of \$125,000.00.

Section 2. Each of the lots, tracts, parcels of land and other property shown upon said roll is hereby declared to be specially benefitted by the proposed Improvement in at least the amount charged against the same, and it is further declared that the assessments appearing against the same are in proportion to the several assessments appearing upon the said roll. There is hereby levied and assessed against each lot, tract, parcel of land, and other property appearing on said roll, the amount finally charged against the same thereon.

Section 3. The Secretary of the Board of Commissioners is hereby authorized and instructed to deliver said assessment roll, together with a duplicate original executed copy of this Resolution to the County Treasurer of Douglas County, Washington, and said County Treasurer is hereby authorized and instructed to proceed to collect said assessment roll in accordance with law. The assessments may be made in cash at any time within 30 days from the first day of publication by the County Treasurer of Douglas County, Washington, of notice that the assessment roll is in his hands for collection, without penalty, interest or costs, or if not then paid may, at the option of the several property owners, be paid in annual installments, with interest thereon. The first installment of assessments on the assessment roll for Utility Local Improvement District No. 1 shall become due and payable during the 30 day period succeeding a date one year after the date of first publication by the County Treasurer

of Douglas County, Washington, of notice that the assessment roll is in his hands for collection and payable in like manner. If the whole or any portion of the assessments remain unpaid after the first 30-day period, interest upon the whole unpaid sum shall be charged at the rate of 7 & 1/2% per annum, and each year thereafter one of said installments, together with interest due upon the whole of the unpaid balance, shall be collected. Any installment not paid prior to the expiration of said 30-day period during which such installment is due and payable shall thereupon become delinquent. All delinquent installments shall be subject to a charge of 7 & 1/2% per annum, and to an additional charge of 10% penalty levied upon both principal and interest due upon such installment or installments. The collection of such delinquent installments shall be enforced in the manner provided by law.

ADOPTED by the Board of Commissioners of the East Wenatchee Water District, Douglas County, Washington, at a regular meeting thereof this 28th day of August, 1973.

President

Attest:

Secretary

MEMORANDUM OF AGREEMENT
RE MAINTENANCE AND SERVICE

WHEREAS, the East Wenatchee Water District is a duly organized and operating public utility district for the purpose of supplying domestic water to the public in the East Wenatchee area in the County of Douglas, State of Washington; and

WHEREAS, the Greater Wenatchee Irrigation District is a duly organized and operating utility for the purpose of supplying irrigation water to individuals in the East Wenatchee area, including that area serviced by the East Wenatchee Water District; and

WHEREAS, the Greater Wenatchee Irrigation District has the means and facilities and has undertaken in cooperation with the East Wenatchee Water District to install a domestic water service system within the East Wenatchee Water District's boundaries which is not now served by the East Wenatchee Water District; and

WHEREAS, it is the desire of the parties hereto to provide for the servicing and maintaining of the domestic water service by the East Wenatchee Water District; NOW, THEREFORE,

IT IS HEREBY MUTUALLY AGREED BY THE PARTIES:

1. Under authority of Resolution No. 103, the Greater Wenatchee Irrigation District has undertaken to and will install a complete domestic water system in that area described and set forth on Schedule A as attached hereto and by this reference made a part hereof, which system shall include approved water meters at all property lines at points of service within said system.

2. That East Wenatchee Water District, under authority of Resolution No. 103 has agreed to and will service said domestic water system on the basis of its regularly established monthly service rates for minimum service and excess as now established and as may be adjusted from time to time during the term of this agreement.

3. East Wenatchee Water District shall be responsible for all meter readings, billings, installation of new service connections, and performance of all normal and regular supply and service functions incidental to the supplying of domestic water within the described area.

4. The East Wenatchee Water District shall be responsible for all service connections and service extensions as may be required during the term of this agreement according to their regularly established policies or as such may be declared from time to time, but the Greater Wenatchee Irrigation District shall be responsible for repairs and maintenance of all initially established main or lateral lines and any such repairs as may be made as required by the East Wenatchee Water District and billed directly to the Greater Wenatchee Irrigation District on a cost only basis.

This agreement shall be for a minimum term of 15 years, which term is coincident with the U.L.I.D. established by the Greater Wenatchee Irrigation District for the purpose of funding the construction of the domestic service system. It is intended that the East Wenatchee Water District will assume and be responsible for the operation and maintenance of said system upon the completion and closing of the U.L.I.D. financing program.

5. The Greater Wenatchee Irrigation District shall be fully responsible for and assume the charges, collections, and pay for all incidents of the U.L.I.D. bond program, and the East Wenatchee Water District shall assume and be responsible for all

incidents for billing and collection of the monthly service, installation and similar charges made by them within the purview of this agreement, and neither District shall be responsible to the other for any failure to assess, collect and pay for the services rendered as contemplated herein.

Jointly adopted pursuant to the authority of the Boards of Commissioners of the Districts herein this 2nd day of April, 1969.

GREATER WENATCHEE IRRIGATION DISTRICT

Attest:

James R. Spurgeon

By:

L. M. McNeel

EAST WENATCHEE WATER DISTRICT

Attest:

James R. Spurgeon

By:

James R. Spurgeon