

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8402 authorizing and directing execution of an Emergency Intertie Agreement and an Interlocal Agreement regarding Non-Assumption, both with King County Water District 117, addressing coordination between the City of Bellevue and Water District 117.

FISCAL IMPACT

The emergency intertie agreement formalizes conditions for use of the intertie and for the first time sets up a cost recovery rate deemed appropriate by the Utility for the use of city water.

The non-assumption agreement clarifies that the City does not plan to incur the costs and service obligations of providing water to Hilltop in the event of annexation.

STAFF CONTACTS

Chris Salomone, Director, 452-6191
Dan Stroh, Planning Director, 452-5255
Nicholas Matz AICP, Senior Planner, 452-5371
Department of Planning and Community Development

POLICY CONSIDERATION

Should Bellevue enter into an emergency intertie agreement and a non-assumption interlocal agreement with WD 117?

An agreement regarding the existing emergency intertie is needed with or without annexation. The non-assumption agreement responds to interests expressed by WD 117 and Hilltop residents, who wish to remain with their existing water source and water distribution structure following annexation.

BACKGROUND

In previous Council meetings on February 13, March 19, April 16, May 7, and May 14 staff presented updates on annexation discussions with Hilltop. These updates focused on the development of draft agreements affecting the Hilltop area: agreements with Water District 117, the public water district that provides water service exclusively for Hilltop (and subject of this agenda memo) and a pre-annexation agreement with HCI (subject of a separate agenda memo tonight).

Summary of Provisions in the Interlocal Non-assumption Agreement

- The City would not assume WD 117 during the term of the agreement, unless required to do so by law or regulation, or by mutual agreement of the City and Water District;
- The Water District could request City assumption at any time, and the City could, at its sole discretion, decide whether to assume following such request;
- The initial term is 20 years, which may be extended for an additional 10 years. During the extension period, either party may terminate with a two-year notice;
- Authorization for the City to use the District's fire hydrants for fire protection upon annexation, in consideration of the City's agreement to the non-assumption terms described above; and
- Provisions addressing coordination of future public projects within the right-of-way, including the District's obligation to relocate any of these conflicting facilities, at no cost to the City.

On May 14, the Council discussed a concern that the water district be aware of the City's existing policy that requires facilities to meet City standards as a condition of assumption. This would apply if assumption were to occur for any reason in the future due to events unforeseen today, such as a change in state law that makes it infeasible for the District to continue to meet legally required drinking water standards. The Council gave direction to include this city policy in the Recitals section of the Interlocal Agreement regarding Non-Assumption. As of packet printing deadline city staff are forwarding this language to the WD 117 attorney.

Summary of Provisions in the Intertie Agreement

- Operation, maintenance and use of the intertie, and ownership of the respective system components; and
- WD 117 payment for water delivered and other costs.

Councilmember Davidson at the May 14, 2012 Study Session asked if the City were taking on additional liability if WD 117's system provides for insufficient fire flow. The diagram in Attachment 1 shows the plan which the Fire Department has deemed adequate to augment WD 117's hydrants in the event their system provides insufficient pressure for fire, which is likely to be the case for structure fires. This plan uses the COB hydrant on SE 55th Street to augment WD 117's system and provide adequate water pressure.

Timeline

Council direction to enter into these contracts now, is expected to be followed by WD 117 action on May 22, 2012. This will in turn enable the annexing community to submit sufficient direct petitions for annexation before May 24, 2012 and retain the opportunity for an effective annexation date of August 1, 2012:

- May 21 Council direction on HCI and WD 117 agreements
- May 24 sufficient Hilltop petitions received for 60% threshold
- May 31 King County Assessor certifies petition signatures
- July 16 Boundary Review Board completes review (includes 45 day notice period)
- July 16 Council public hearing and final action on Hilltop annexation
- July 31 effective date of South Bellevue annexation of Hilltop.

EFFECTIVE DATE

If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS

1. Adopt Resolution No. ~~8402~~ authorizing and directing the City Manager to execute an Emergency Intertie Agreement and a Non-Assumption Interlocal Agreement between the City of Bellevue and WD 117.
2. Do not adopt Resolution No. ~~8402~~.

RECOMMENDATIONS

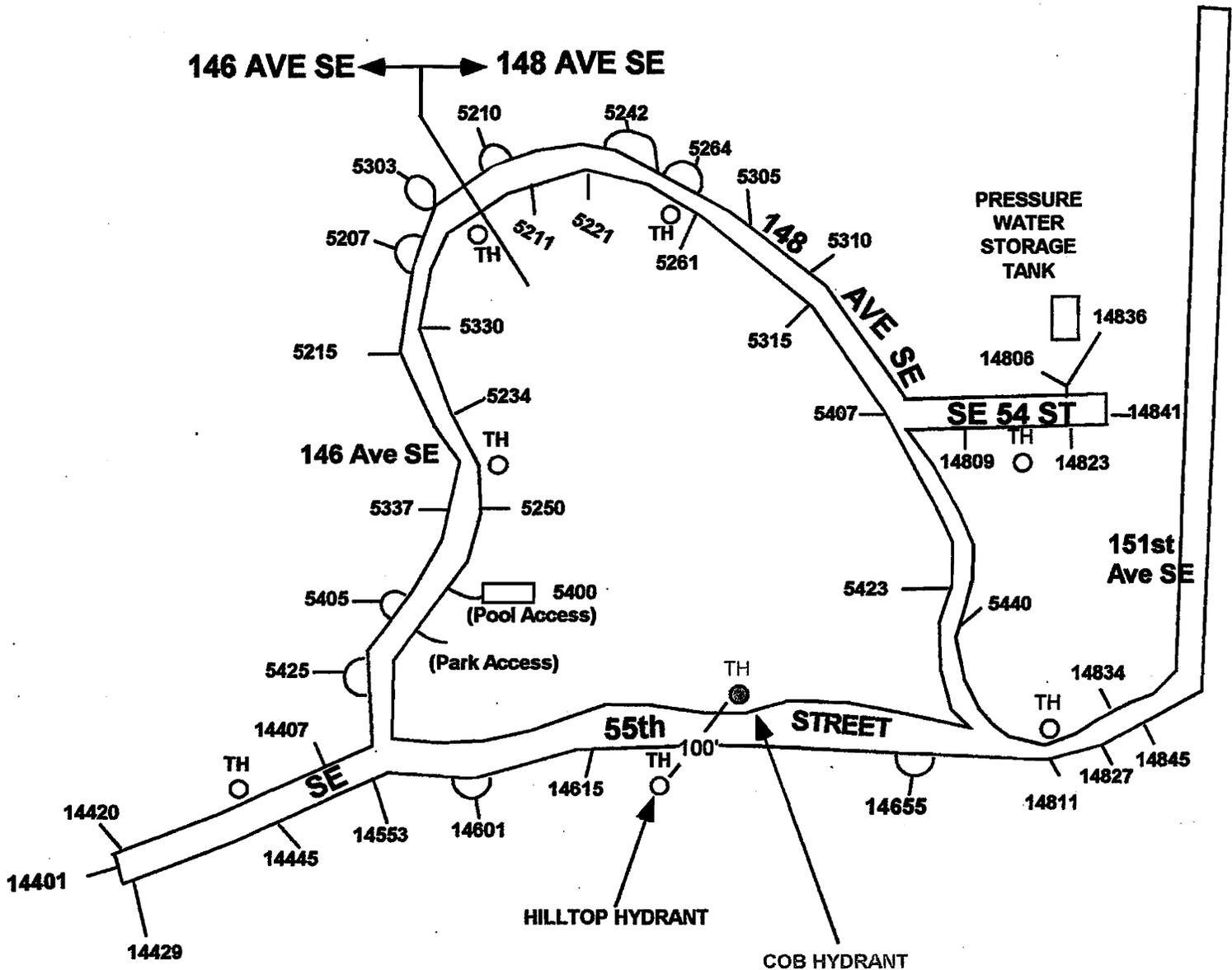
3. Adopt Resolution No. ~~8402~~ authorizing and directing the City Manager to execute a Emergency Intertie Agreement and a Non-Assumption Interlocal Agreement between the City of Bellevue and WD 117.

MOTION

4. Move to adopt Resolution No. ~~8402~~ authorizing and directing the City Manager to execute a Emergency Intertie Agreement and a Non-Assumption Interlocal Agreement between the City of Bellevue and WD 117.

ATTACHMENTS

1. Hilltop Hydrants diagram
2. Emergency Intertie Agreement between the City of Bellevue and WD 117
3. Non-Assumption Interlocal Agreement between the City of Bellevue and WD 117
4. Proposed Resolution No. ~~8402~~



If the residual pressure in the Hilltop system is insufficient for the fire, augment with COB water, as follows...

- #1) Lay 4" hose between two hydrants & hook up to both steamer ports using hydrant adapters & hydrant gate**
- #2) Open the Hilltop Hydrant (RED) 1st, & "back charge" the 4" hose toward the COB hydrant (yellow). Use the hydrant gate on the City hydrant, to bleed off the air.**
- #3) After the 4" is charged, shut off the hydrant gate and open the City hydrant to charge the Hilltop system.**

The Hilltop system will have a lower residual pressure during firefighting and it will be easier to open the City hydrant after the 4" is charged with water from the Hilltop side. Remember to check with the pumping engineer to confirm an increase in the residual water pressure after linking the two systems.

May 16, 2012

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLEVUE
AND WATER DISTRICT NO. 117 RELATING
TO NON-ASSUMPTION**

THIS AGREEMENT RELATING TO NON-ASSUMPTION (“Agreement”) is made and entered into between the City of Bellevue (“City”), a municipal corporation located in the State of Washington, and King County Water District No. 117 (“District”), a special use purpose municipal corporation water system, with a Washington State Department of Health ID number 41980 and a non-profit corporation in the State of Washington.

WHEREAS, Bellevue Comprehensive Plan Policy AN-21 supports consolidation (by mutual agreement) of those portions of special purpose service districts with the city where the service district is providing service within the City’s corporate boundary and where, as in the case of Water District 117, there are not major conflicts with existing subarea policies; and

WHEREAS, the Washington State Supreme Court ruled in *Lane v. City of Seattle*, 164 Wn.2d 875 (2008), that the cost of providing fire hydrants is a general government responsibility that the City is required to pay; and

WHEREAS, the Washington State Supreme Court ruled in *Tacoma v. Bonney Lake*, 173 Wn.2d 584 (2012), that municipalities may contract for the provision of fire hydrants, allowing for contractual consideration in compliance with the accountancy act; and

WHEREAS, on September 5, 2011, the City Council accepted from sufficient owners of property within the Hilltop PAA their notification of intent to annex under RCW 35A.14.120, and approved the circulation and filing of Direct Petitions for annexation under that statute; and

WHEREAS, approval of an annexation petition by the City Council is a condition precedent to enacting this Agreement; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW chapter 39.34 and by RCW 35.13A.070;

NOW THEREFORE, in consideration of the terms and provisions herein, the sufficiency of which is hereby mutually acknowledged, it is agreed by and between the City and the District as follows:

1. The purpose of this Agreement is to establish certain covenants between the parties in recognition of the District’s continued operations following annexation of the territory served by the District into the City of Bellevue.
2. The City will not exercise its rights under RCW 35.13A.020 authorizing assumption of jurisdiction over the District for the duration of this Agreement unless required to do so by

law or regulation of an agency with jurisdiction over the provision of water to the public, or by mutual agreement of the City and the District.

3. Notwithstanding Paragraph 2, the District may request that the City exercise its authority under RCW chapter 35.13A authorizing assumption of jurisdiction over the District at any time. The City retains the ultimate authority, in its sole discretion, to determine whether it will assume the District upon such request from the District, except as otherwise provided by applicable law or regulation.
4. The District agrees to cooperate with the City as a jurisdiction planning under RCW chapter 36.70A, Growth Management Act (“GMA”) for conformance with RCW 36.70A.070 and other sections of the GMA related to capital facilities and utilities elements and coordination with utility providers. The City shall provide notice to the District of any Comprehensive Plan review requiring the District’s cooperation, and the District agrees to provide information and participation as is reasonably necessary to comply with this Agreement and GMA.
5. In consideration of the City's non-assumption and other agreements as set forth herein, the District agrees that it shall continue to be responsible for providing and maintaining the fire hydrants located within the boundaries of the District for the duration of the non-assumption period, excluding however the City's fire hydrant located across the street from 14615 S.E. 55th Street.
6. In consideration of the District's responsibility for providing and maintaining fire hydrants within the District as set forth in Paragraph 5, the City agrees that it shall not exercise its rights under RCW chapter 35.13A except in accordance with the terms of this Agreement.
7. In consideration of the covenants set forth herein, the District agrees, at its own expense, to repair, remove or relocate existing facilities including all appurtenant facilities and service lines connecting its system to users, within the City road rights-of-way if such repair, removal, or relocation is required by the City for any City road purpose. Such repair, removal, or relocation shall not be unreasonably required.

The District shall, at no expense to the City, adjust, remove or relocate existing facilities within the City road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if the City determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the City in such road right-of-way. The City shall give the District written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the City’s capital improvement program, including such available information as is reasonably necessary for the District to plan for such adjustment, removal or relocation.

8. This Agreement shall become effective only upon annexation of territory within the jurisdiction of the District, and shall continue from the annexation effective date (the “Effective Date”) for an initial period of twenty (20) years (“Initial Term”), unless otherwise extended in accordance with this Paragraph or terminated in accordance with Paragraph 9. Either party may renew this Agreement for one additional term of ten (10) years (the

“Renewal Term”) upon written notice to the other party, which written notice shall be provided no later than the end of year fifteen (15) of the Initial Term. Failure to provide such written notice in the time required shall extinguish the option to extend for the Renewal Term.

9. Following the Initial Term of twenty (20) years and during the ten (10) year Renewal term only, either party may terminate this Agreement at any time upon providing at least two (2) years written notice to the other party.
10. Bellevue agrees that Pedestrian and Bicycle Plan Project T-428 which would add a 2-6 foot wide pedestrian walking trail called the Whispering Heights-Eagle Mere Trail connecting 152nd Place SE from SE 48th Street to 150th Avenue SE will not cross property owned by the District, identified as King County Assessor's Parcel # 2324059031, without the consent of the District.
11. Indemnification, Hold Harmless, and Defense. The District shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from District's operations and management of its water system; except to the extent such costs or damages result directly from the negligence of the City, its agents or employees. The District agrees that its obligations under this Paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the District, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the District.

12. General Provisions

- a. Interpretation. This Agreement has been reviewed and revised by legal counsel for both parties and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.
- b. Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of Washington State.
- c. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the topics covered herein and supersedes all prior discussions and negotiations.

- e. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- f. Filing. This Agreement shall be filed as required by the Interlocal Cooperation Act, which filing may be satisfied by listing the Agreement on the City's website, as authorized pursuant to RCW 39.34.040.

ATTACHMENT: Map and Legal Description of King County Water District 117.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed and effective as of the Effective Date.

King County Water District 117

City of Bellevue

Commissioner

Steven R. Sarkozy, City Manager

Commissioner

Commissioner

Approved as to form:

Approved as to form:
Lori M. Riordan, City Attorney

Legal Counsel for Water District 117

By: _____
Mary Kate Berens, Deputy City Attorney

STATE OF _____)

: ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the _____ of WATER DISTRICT 117, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2012.

[Signature of Notary]

[Print Name of Notary]

Notary Public in and for the State of

_____, residing at _____

My commission 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 (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the _____ of The City of Bellevue, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2011.

[Signature of Notary]

[Print Name of Notary]

Notary Public in and for the State of

_____, residing at _____

My commission expires: _____

**AGREEMENT BETWEEN THE CITY OF BELLEVUE
AND KING COUNTY WATER DISTRICT NO. 117 RELATING TO WATER SYSTEM
INTERTIE**

This agreement is made and entered into between King County Water District No. 117 (“District”), a group A special use purpose municipal corporation water system, with a Washington State Department of Health ID number 41980 and a non-profit corporation in the State of Washington, and the City of Bellevue (“City”), a municipal corporation located in the State of Washington.

RECITALS:

WHEREAS, the City is an optional municipal code city organized under Chapter 35A RCW; and

WHEREAS, the City owns and operates a public water system adjacent to the water system owned and operated by the District; and

WHEREAS, the District is organized under Title 57 RCW and is authorized to operate a water system within its boundaries, which boundaries are shown on **Attachment A** attached hereto and incorporated herein by this reference; and

WHEREAS, there is an existing intertie that connects the District’s water system to the City’s water system through a 4-inch line and manually operated valve, which is kept closed at all times except during emergencies or during certain scheduled major maintenance activities within the District’s system. The approximate location of such line and valve is shown on **Attachment B** attached hereto and incorporated herein by this reference; and

WHEREAS, the existing intertie benefits only the District and the City receives no value from the intertie; and

WHEREAS, there is no agreement that specifies the conditions under which the current intertie shall be operated and maintained; and

WHEREAS, both parties agree that the intertie is intended for infrequent use during emergency situations or during certain scheduled major maintenance activities as defined in Section 2 of this Agreement; and

WHEREAS, the District affirms that it is able to meet its typical customer demands without the use of such intertie and such intertie is not intended to supplement or support the District’s normal operations; and

WHEREAS, the parties acknowledge that the intertie is not a fire protection facility; and

WHEREAS, the parties further acknowledge that the City installed a fire hydrant across the street from 14615 SE 55th Street in 1990 in exchange for an easement for a City water main; and

WHEREAS, the parties further acknowledge that the City maintains this fire hydrant to assure it is in good operating condition and that the District is not required to reimburse the City for any costs related to this fire hydrant.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to identify the conditions and protocols under which the existing intertie between the District's and City's water systems shall be operated and maintained.

2. Definitions. For purposes of this Agreement the following terms or statements shall be defined as:

2.1. "Emergency" shall mean an unforeseen circumstance such as power failures, earthquakes and other acts of God resulting in a failure of the District's water system equipment or piping which necessitates transfer of water from the City's to the District's system to supply water to the District.

2.2. "Scheduled Major Maintenance Activities within the District's system" shall mean scheduled maintenance activities of the District's wells, pumps, reservoir or supply lines that prevent the District's system from being able to supply water to their customers.

Description of Intertie. The intertie is located at the intersection of SE 51st Street and 150th Pl. SE and consists of a 4-inch ductile iron pipe and valve that connects the City's 1175 operating zone to the District's 8-inch AC supply line as shown on **Attachment B**.

3. Use of Intertie: The City does not guarantee it will always be able to provide water via the intertie. There may be situation such as an emergency within Bellevue's water system that would prevent the City from supplying the intertie.

4. Ownership. The City shall maintain ownership of the valve and the 4-inch pipe located between the valve and the City's 1175 operating system as depicted on **Attachment B** (referred to generally herein as the "City's intertie facilities"). The District shall own the 4-inch pipe and connection between the City's valve and the District's supply line, also depicted on **Attachment B**.

5. Maintenance. Each party shall maintain their respective intertie facilities as described in Section 4 of this Agreement in good working order in accordance with sound maintenance procedures, good engineering practices and applicable laws, rules and regulations.
6. Operation. Operation and maintenance of the valve shall be done solely by the City. The District shall in no way attempt to operate the valve or perform any maintenance or repair associated with the valve or the City's other intertie facilities.
7. Replacement. In the event that any portions of the City's intertie facilities described in Section 4 require replacement, the City shall rebuild or replace such facilities at its sole discretion. The District may, however, request an opportunity to review and comment on any required replacement work prior to completion of the work by the City.
8. Notification, Use and Payment.

8.1. - Notification.

8.1. A. Prior to use of the intertie to deliver water from the City to the District, the District shall notify the City's Utility Operations at 425-452-7840 of the nature of the emergency or scheduled major maintenance, and its expected duration. The District shall notify the City at least 5 working days in advance of any scheduled maintenance activities.

8.1. B. The District shall notify the City within 24 hours in the event it receives notice of or becomes aware of a positive coliform sample or notice of or becomes aware of any applicable water system violation issued by the Department of Health, provided that if such notice is received on a weekend or holiday, the District shall have until 5:00 p.m. of the next business day to notify the City. Notwithstanding the foregoing, the District shall notify the City immediately in the event it becomes aware of such sample or violation in the event that the intertie is active.

8.2. - Use. Appropriate operations personnel from both the City and the District shall be present when the intertie is activated and deactivated to address any unanticipated impacts associated with the City and the District's respective systems.

8.3. - Payment for Water Delivered and other Costs. Water delivered to the District during use of the intertie shall be priced at the City's non-residential rates at the time the water is delivered. To determine the amount of water delivered through the intertie the District shall read each of their individual meters before the intertie is activated and immediately after the intertie is deactivated. The metered consumption shall be the sum of the individual meter volumes multiplied by a 1.11 factor. (The factor is to provide for unaccounted system losses of 10% of the total direct meter usage.) Until WD 117 installs individual meters, historical water use shall be used to determine the amount of water delivered through the intertie. As used in this Agreement 'historic water use' shall refer to District records showing the average

daily consumption rate for the month in question calculated from the date over the previous five-year period.

In addition to the costs associated with water delivered, the District shall also pay all costs associated with the City's activation and deactivation of the intertie, including but not limited to: time spent by City staff to activate or deactivate the intertie, and all costs required to maintain, repair or replace any intertie facilities. Costs shall include staff labor costs of direct salaries plus benefits, equipment rental, parts and supplies, contractor costs, and professional services.

8.4. – Payment for Excessive Use. Should circumstances warrant use of the intertie on a frequency greater than twice per year the District shall pay the City \$2,500 per each additional activation.

9. Compliance with Laws and Regulations. Each party shall, with respect to its duties, responsibilities and operations hereunder, comply with all applicable laws, rules and regulations governing the same.

9.1 – Department of Health (DOH) Requirements. The District shall at all times be in compliance with Washington State Department of Health drinking water quality regulations, including a Cross Connection Control Program acceptable to or otherwise approved by the DOH. Compliance will be determined by reference to applicable DOH standards and is subject to the cure and remedy provisions of Paragraph 9.3.

9.2 – Records. The District shall openly share water system records with the City if requested, provided the City pays the costs allowed by the public records act, RCW chapter 42.56 in so doing.

9.3 – Failure to Comply. If the District is determined to be in noncompliance with DOH regulations as set forth in Paragraph 9.1, at the City's determination and written notice, the District shall install a backflow assembly on the intertie to protect the City's water system. The District shall have not less than sixty (60) days to complete such work, and such period may be extended by the parties for reasonable additional periods if the District is proceeding with due diligence to complete the work and there is no risk to the City's water system. The backflow assembly shall be owned by the District upon completion, and all costs to design, construct, maintain, repair and replace the backflow assembly shall be the sole responsibility of the District. If the District's water system or water quality creates an imminent threat to the public health or safety of the City or the City's water system, the City may elect, in its sole discretion, to not activate the intertie or may close the intertie if opened until the imminent threat ceases.

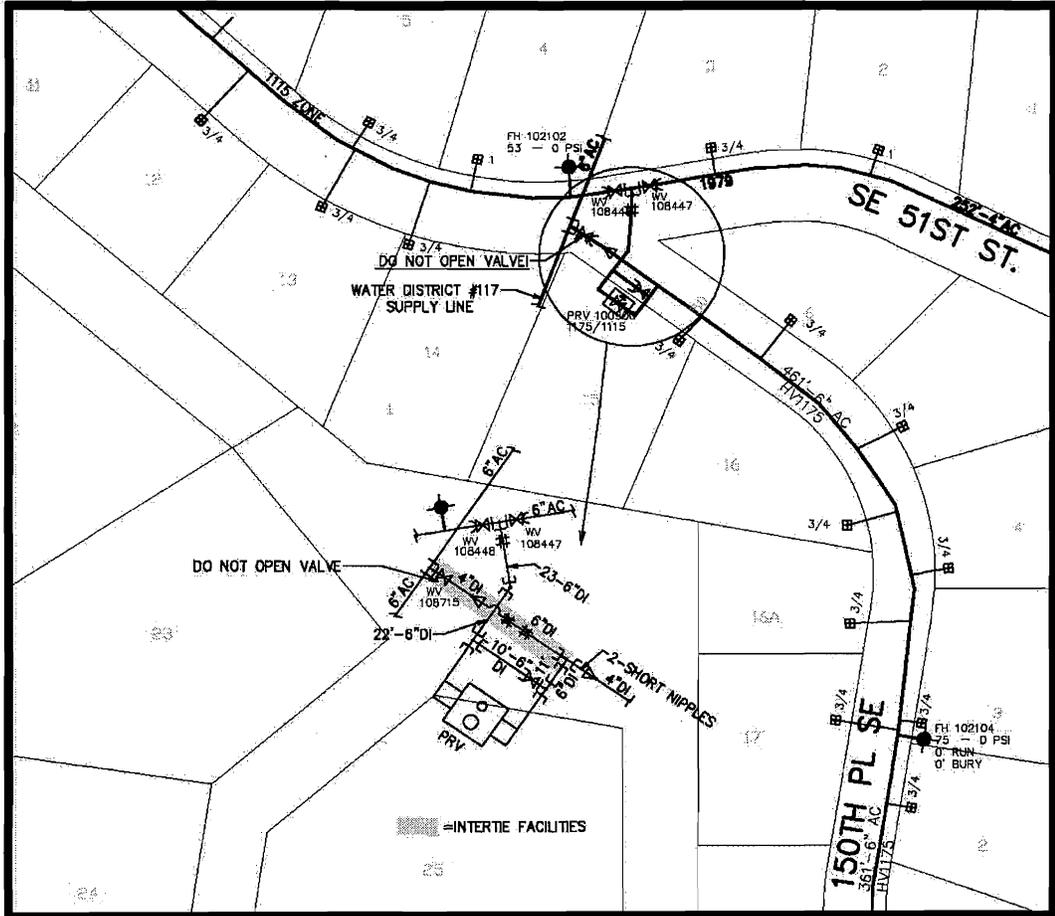
10. Duration. This Agreement shall become effective upon execution (the “Effective Date”), and shall continue from the Effective Date for an initial period of twenty (20) years (“Initial Term”), unless otherwise extended or terminated in accordance with this Paragraph. Either party may renew this Agreement for one additional term of ten (10) years (the “Renewal Term”) upon written notice to the other party, which written notice shall be provided no later than the end of year fifteen (15) of the Initial Term. Failure to provide such written notice in the time required shall extinguish the option to extend for the Renewal Term. Following the Initial Term of twenty (20) years and during the ten (10) year Renewal term only, either party may terminate this Agreement at any time upon providing at least two (2) years written notice to the other party; provided, however in the event of the District’s breach of the requirements of Section 9 of this Agreement, after notice and the opportunity to cure provided in that Section, the City may terminate the Agreement.
11. Not a Partnership. The terms and conditions of this Agreement shall not constitute a partnership of a joint venture.
12. Indemnity. The District shall indemnify, defend and hold harmless the City and its officers, employees and agents from all costs, expenses, suits, claims damages and liabilities of any nature, including attorney’s fees, for or on account of any injuries or damages to persons or to real or personal property, specifically including but not limited to District or City water customers, in any way related to the District’s, its officials’, employees’, contractors’ or agents’ use, maintenance, connection, disconnection, or replacement of the intertie, including installation, if necessary by the District of a backflow device; provided, however, that nothing herein shall require the District to indemnify, defend or hold harmless the City, or its officers, employees or agents from any costs, expenses, suits, claims, damages or liabilities to the extent caused by the negligent acts or omissions of the City, its officers, employees or agents.
13. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respect as if such invalid or unenforceable provisions were admitted.
14. Amendment. No change, amendment or modification of any provisions of the Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
15. Authorization. By signing this Agreement, each party certifies that it has the authority to bind its respective governing bodies to all of the terms and conditions of this Agreement.

Attachment A

Map of Water District territory forthcoming.

Attachment B

CITY OF BELLEVUE/WATER DISTRICT #117 WATER SYSTEMS INTERTIE



CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8402

A RESOLUTION authorizing the execution of an Agreement Relating to Water System Intertie, and an Interlocal Agreement regarding Non-Assumption, both with King County Water District 117, addressing coordination between the City of Bellevue and Water District 117.

THE CITY COUNCIL OF THE CITY OF BELLEVUE WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute an Agreement Relating to Water System Intertie with Water District 117 addressing the use of an intertie between the District and City water facilities, a copy of which Agreement has been given Clerk's Receiving No. _____.

Section 2. The City Manager or his designee is authorized to execute an Interlocal Agreement regarding Non-Assumption with Water District 117 addressing issues of coordination between the District and the City of Bellevue in the event that the District's service area is annexed into the City, a copy of which Interlocal Agreement has been given Clerk's Receiving No. _____.

Section 3. The authority provided in Section 2 shall be null and void and of no further force and effect if the Hilltop annexation area is not annexed into the City of Bellevue by August 1, 2012.

Passed by the City Council this _____ day of _____, 2012, and signed in authentication of its passage this _____ day of _____, 2012.

(SEAL)

Conrad Lee, Mayor

Attest:

Myrna L. Basich, City Clerk