



REGULAR MEETING OF THE BOARD OF DIRECTORS
REVISED AGENDA
CASCADE WATER ALLIANCE
Held at Cascade's Office and Via Zoom
June 25, 2025
3:30 PM

	<u>Page</u>
1. CALL TO ORDER	
2. ROLL CALL	
3. PUBLIC COMMENT	
4. APPROVAL OF AGENDA	
5. ACTION ITEM	
a. Motion to Approve the Letters of Commendation for Mike Brent, Ed Cebren, and T.C. Richmond	<u>3</u>
6. CHIEF EXECUTIVE OFFICER'S REPORT	<u>7</u>
7. CONSENT ITEMS	
a. Board Meeting Minutes for April 23, 2025.	<u>19</u>
b. Motion to authorize the Chief Executive Officer to enter into a contract with Stantec to provide engineering and construction management services for the Bellevue-Issaquah Pipeline (BIP) Relocation Project at Lewis Creek in an amount not to exceed \$500,000.	<u>22</u>
c. Motion to authorize the Chief Executive Officer to enter into a contract with Hawkins Delafield & Wood LLP to provide advisory services regarding the procurement of Cascade's operations and maintenance contractor for the White River - Lake Tapps Reservoir Project in an amount not to exceed \$110,000.	<u>25</u>
d. Motion to authorize the Chief Executive Officer to amend the current contract with Nature Vision to provide classroom water education by increasing maximum compensation by \$13,333.25, from \$105,000.00 to \$118,333.25.	<u>28</u>
8. OTHER ACTION ITEMS	
a. Motion to adopt Resolution No. 2025-11 authorizing the Board Chair to execute on behalf of Cascade the "Amended and Restated Agreement to Coordinate Reclaimed Water" between Cascade and King County, substantially consistent with the attached.	<u>32</u>

9. STAFF PRESENTATIONS
10. COMMITTEE REPORTS
 - a. Executive Committee – *no meeting held.*
 - b. Finance and Management Committee – *June 17, 2025.* 79
 - c. Public Affairs Committee – *no meeting held.*
 - d. Resource Management Committee – *June 12, 2025.* 81
11. DISCUSSION ITEM – CEO Search Process
12. EXECUTIVE SESSION – Executive Session to evaluate the qualifications of an applicant for public employment – RCW 42.30.110(g).
13. NEW BUSINESS
14. NEXT REGULAR MEETING – *July 23, 2025 – Cascade’s Office or Via Zoom – 3:30 p.m.*
15. ADJOURN

NOTE: AS ALLOWED BY STATE LAW, THE BOARD OF DIRECTORS MAY ADD AND TAKE ACTION ON ITEMS NOT LISTED ON THE AGENDA.

AGENDA MEMORANDUM

PROPOSED BOARD ACTION

Motion to approve the Letters of Commendation for Mike Brent, Ed Cebron, and T.C. Richmond.

SUMMARY OF CURRENT PROPOSED BOARD ACTION

This item provides an opportunity for the Board to recognize and celebrate employees that are recently retired or about to retire.

BACKGROUND

Mike Brent started working for Cascade in 2004 and is retiring in June. Ed Cebron started in 2011 and is planning on retiring later this summer. T.C. Richmond was Cascade's outside counsel from 2009 until 2022 when she moved to a staff position. Her last day was May 31. The proposed Letters of Commendation are attached.

OTHER OPTIONS AND ANTICIPATED RESULTS IF THE BOARD DOES NOT APPROVE THIS ACTION

N/A

PRIOR BOARD ACTIONS

N/A

PROCUREMENT PROCESS

N/A

FISCAL IMPACT

N/A

RECOMMENDED ACTION

Motion to approve the Letters of Commendation for Mike Brent, Ed Cebron and T.C. Richmond.

ATTACHMENTS

1. Mike Brent Letter of Commendation
2. Ed Cebron Letter of Commendation
3. T.C. Richmond Letter of Commendation



Board of Directors

Chair
Penny Sweet
Councilmember
City of Kirkland

Vice Chair
Angela Birney
Mayor
City of Redmond

Secretary/Treasurer
Mary Lou Pauly
Mayor
City of Issaquah

Dave Hamilton
Councilmember
City of Bellevue

Thomas McLeod
Mayor
City of Tukwila

Lloyd Warren
President
Sammamish Plateau Water

Jon Ault
President
Skyway Water &
Sewer District

Chief Executive Officer
Ray Hoffman

Cascade Water Alliance
11400 SE 8th Street
Suite 400
Bellevue, WA 98004

Phone: 425.453.0930
Fax: 425.453.0953

cascadewater.org

June 25, 2025

Letter of Commendation for Mike Brent

Dear Mike,

On behalf of the Board of the Cascade Water Alliance, I want to thank you for your many years of exemplary service and professionalism. Since you joined Cascade in 2004, you have been a driving force in building a holistic, innovative, state-of-the-art, and effective water efficiency program.

Your deep commitment to water and the environment showed in your persistence, especially in your educational efforts with schools and students. Through the years, you worked closely with all our school districts on sustainability programs, getting districts on board with your vision and teachers and students excited about water. You were successful in connecting to the broader community with Cascade's presence at many Member summer events, Cascade Gardener classes, the Northwest Flower and Garden Festival, and through We Need Water social media.

Your work on summer season demand was outstanding, including irrigation assessments and education, and the newest program – Turf Out. You built Turf Out from the ground up, and we expect that program to continue to grow, leaving a legacy of your hard work and innovation.

Thank you again for your passion and dedication to Cascade. We will miss you and wish you all the best.

Sincerely,

Penny Sweet
Chair



Board of Directors

Chair
Penny Sweet
Councilmember
City of Kirkland

Vice Chair
Angela Birney
Mayor
City of Redmond

Secretary/Treasurer
Mary Lou Pauly
Mayor
City of Issaquah

Dave Hamilton
Councilmember
City of Bellevue

Thomas McLeod
Mayor
City of Tukwila

Lloyd Warren
President
Sammamish Plateau Water

Jon Ault
President
Skyway Water &
Sewer District

Chief Executive Officer
Ray Hoffman

Cascade Water Alliance
11400 SE 8th Street
Suite 400
Bellevue, WA 98004

Phone: 425.453.0930
Fax: 425.453.0953

cascadewater.org

June 25, 2025

Letter of Commendation for Ed Cebron

Dear Ed,

On behalf of the Board of the Cascade Water Alliance, I want to recognize and thank you for your extraordinary contributions to Cascade as you prepare to retire this summer. Since you joined Cascade in 2011, you have demonstrated excellence, integrity, and financial acumen that have been indispensable through the years in bringing Cascade's vision to fruition.

Your contributions are many, most recently the Tacoma negotiations and contracts, the Water Supply Development Fund (WSDF), and ongoing work to create and maintain a sustainable rate path. You always had Cascade's best interests in mind as you came up with creative solutions. When you knew Cascade needed something, such as the WSDF, you never stopped working until it was accomplished.

Your commitment to excellence and financial integrity instilled trust in everyone who worked with you – the Board, Cascade staff, and Member staff. Without you, it would have been very difficult to navigate the challenges and opportunities this organization has faced. Cascade would not be the success it is today without you.

Thank you again for your professionalism and dedication to Cascade. We will miss you and wish you all the best in retirement.

Sincerely,

Penny Sweet
Chair



June 25, 2025

Letter of Commendation for T.C. Richmond

Board of Directors

Chair
Penny Sweet
Councilmember
City of Kirkland

Vice Chair
Angela Birney
Mayor
City of Redmond

Secretary/Treasurer
Mary Lou Pauly
Mayor
City of Issaquah

Dave Hamilton
Councilmember
City of Bellevue

Thomas McLeod
Mayor
City of Tukwila

Lloyd Warren
President
Sammamish Plateau Water

Jon Ault
President
Skyway Water &
Sewer District

Dear T.C.,

On behalf of the Board of the Cascade Water Alliance, I want to express our sincere gratitude for your dedication, legal expertise, and invaluable contributions since 2009. Your years of service as outside counsel, and later as our staff attorney, have been marked by an extraordinary ability to make complex legal issues understandable for the Board and staff.

Your contributions went beyond your legal acumen and included policy, programmatic and long-term strategy issues, where you often saw a gap, took a lead role and organized complex projects. Your deep and broad knowledge about Cascade's history and every agreement ever signed has been invaluable to the Board, Cascade staff, and Member staff.

Your work on negotiations with both Tacoma and Seattle was outstanding, along with many other negotiations and agreements of all kinds through the years. We also deeply appreciate the work you have done to strengthen Cascade's relationships with the tribes, work that will have a lasting positive impact for our work at the White River – Lake Tapps Reservoir Project and beyond.

Thank you for your commitment to excellence, your professionalism, and your dedication to Cascade. We will greatly miss you and wish you all the best as you embark on your next chapter.

Chief Executive Officer
Ray Hoffman

Sincerely,

Cascade Water Alliance
11400 SE 8th Street
Suite 400
Bellevue, WA 98004

Phone: 425.453.0930
Fax: 425.453.0953

cascadewater.org

Penny Sweet
Chair



MEMORANDUM

DATE: June 25, 2025

TO: Penny Sweet, Chair
Board of Directors

FROM: Ray Hoffman, Chief Executive Officer

SUBJECT: Chief Executive Officer's Report

Administration, Finance, and Economics

- There have been 259 net RCFCs (28 last month) reported through May 2025, with two Member reports not yet received. The 28 net RCFCs are the lowest monthly total since January 2020, and the total through May is the lowest through the first quarter of the year since 2019. At this rate, Cascade will not meet 2025 budget expectations.
- Clark Nuber, Cascade's outside auditing firm, conducted a review of the first quarter of Cascade's 2025 financial transactions in May. The results of the reviews will be reported to the Finance and Management Committee.
- Cascade's Wellness Program participated in the Association of Washington Cities (AWC) Trailblazers Campaign this May, encouraging employees to increase their steps and providing them with wellness information. The Campaign is part of the wellness committee's ongoing pursuit to meet the AWC Employee Benefits Trust WellCity Award standard requirements necessary to win the WellCity Award next year.
- TeamLogic, Cascade's IT consultant, completed several recommended cybersecurity improvements in May. The recommendations came from the penetration test that was completed in the first quarter.
- Cascade staff are conducting a review of the administration of Cascade's retirement plan. The review includes fee structure, investment management, recordkeeping, and custodian services. The last review of the retirement plan was conducted in 2011. At that time, the relatively small size of the total retirement plan limited Cascade's options. Cascade is hopeful there are additional options available to us available with lower fees this time around.

Capital Projects and Operations

- White River Lake Tapps Reservoir - Contract Operations and Maintenance Contractor Procurement: Cascade's current contract with Veolia to operate and maintain the White

River Lake Tapps Reservoir (WRLTR) Project expires on December 31, 2026. Veolia's field staff of eight full-time employees provides a comprehensive suite of O&M services for the WRLTR Project. Their scope includes operating and maintaining the many facilities, infrastructure, and other assets that comprise the 100-year-old Project transversing approximately 13 linear miles, from the point of diversion from the White River in Buckley to the point of return to the White River in Sumner. The 2025 contracted budget for Veolia is about \$2.65M. Starting in 2027, the annual budgets are expected to be higher due to prevailing wages, cost-of-living adjustments, higher cost of materials, etc. The June Board packet includes an action to hire a consultant to assist Cascade with the procurement process for the new contract.

- Phase 3 of U.S. Army Corps of Engineer's Mud Mountain Fish Passage Project, which consists of a new Cascade Headworks Intake Structure, is progressing according to the scheduled completion date of December 31, 2025. The contractor currently is placing concrete on the operating deck and constructing the second cofferdam in order to complete the demolition of the existing fish trap and haul facility.
- White River – Lake Tapps Reservoir (WRLTR) update:
 - The Lake Tapps Reservoir level was 542.58 as of June 16 (full summer recreation water levels).
 - Weather-dependent maintenance activities for critical WRLTR operating facilities continue, including roof maintenance and repairs for the Powerhouse and Administrative buildings; rain gutter, soffit, and drainage improvements at the Fish Screen Facilities; and access improvements to the Valve House.
 - Supervisory Control and Data Acquisition (SCADA) Improvements: Hardware and software improvements are in progress to expand system control capabilities, upgrade user interface graphics, and improve Cascade staff system access. This project is scheduled for completion in November 2025.
 - The Powerhouse operations room remodel is nearing completion.

Water Efficiency

- There were 106 entries in the mulch contest Cascade ran during the month of May, and 61 of them opted-in to receiving the Cascade Gardener newsletter.
- Cascade Gardener classes continue to be well attended, and several in-person classes and garden walking tours are scheduled throughout the summer.
- Staff created a water conservation information sharing group with water conservation managers from Tacoma, Seattle, and Everett. The group, SPLASH (Sharing Practices for Local Action in Sustainable Hydrology), will meet quarterly and held its first meeting at Cascade's office.
- 88 Kindergarteners from Cedar Crest Academy locations in Bellevue and Redmond visited McAuliffe Park, where they explored the connections between water, habitat, and human impact.
- Cascade attended the Redmond Sustainability Fair on June 2 and the Kirkland Farmers Market on June 18.

- Cascade will be at Bellevue Family Fourth on July 4 and Redmond Derby Days on July 11 and 12.



Kindergarteners at McAuliffe Park



Redmond Sustainability Fair

Intergovernmental and Communications

- The Department of Ecology expanded its drought declaration of emergency on June 5. The Seattle/Everett/Tacoma areas are not included in the drought emergency. Seattle Public Utilities (SPU) has shared that although the snowpack was below average this year, it made several operational changes to mitigate the low snowpack, such as an earlier and higher reservoir refill. Therefore, SPU is not currently anticipating water shortages in the system.
- Cascade and Tacoma Water will be hosting a celebration on Thursday, August 14 to commemorate the historic water supply agreements signed earlier this year. The celebration will take place at Tacoma Water's Headworks Gate in Ravensdale from 10:30am-1pm. Board Members and Alternates should have received an email with a request for an RSVP earlier this month.
- Cascade submitted its draft Water System Plan to the Department of Health (DOH) on March 3, 2025. DOH recently notified Cascade that it needs an additional 90 days for its review. With this new timeline, DOH comments are now expected in early September. Once their comments are received and incorporated into the final Water System Plan, staff will seek Board approval of the Plan.

Attachments

1. Budget to Actual Expenditure Report through May 31, 2025.
2. Statement of Revenues and Expenditures through May 31, 2025.
3. Statement of Net Position as of May 31, 2025.
4. Contract Status Summary.
5. Monthly Warrants Listing.
6. Monthly Treasurer's Report as of May 31, 2025.

Cascade Water Alliance
Budget to Actual Expenditure Report
January 1- May 31, 2025
42% of the year completed

Attachment 1

Administration		Budget		Actual	Balance	% Expended
Salaries	\$	1,314,035	\$	825,334	488,701	62.8%
Benefits		334,195		274,612	59,583	82.2%
Wellness program		1,000		0	1,000	0.0%
Prof. Fee (Technical)		195,000		57,317	137,683	29.4%
Prof. Fee (Legal)		855,000		304,045	550,955	35.6%
Prof. Fee (Audit)		104,000		68,565	35,435	65.9%
Prof. Fee (Other)		55,000		2,970	52,030	5.4%
Seismic Resiliency		250,000		0	250,000	0.0%
Meetings Expense		12,000		5,646	6,354	47.0%
Telephone/Internet		45,000		21,090	23,910	46.9%
Office Rent		403,478		160,880	242,599	39.9%
Office Supplies Admin.		15,000		8,756	6,244	58.4%
Equip. and Furniture		20,000		16,462	3,538	82.3%
Bank Fees		500		118	382	23.6%
Dues & Subscriptions		25,000		23,643	1,357	94.6%
Taxes/Licenses		15,000		7,761	7,239	51.7%
Travel		10,000		3,658	6,342	36.6%
Professional Dev.		10,000		4,454	5,546	44.5%
Computer Equipment		20,000		4,979	15,021	24.9%
Software Licenses		70,000		16,406	53,594	23.4%
Postage & Delivery		1,000		291	709	29.1%
Printing & Repro.		3,000		1,483	1,517	49.4%
Insurance		228,908		140,583	88,324	61.4%
Contingency		289,000		0	289,000	0.0%
Total	\$	4,276,116	\$	1,949,054	\$ 2,327,062	45.6%

Debt Service		Budget		Actual	Balance	% Expended
Bond Debt Service	\$	9,225,591		3,619,671	5,605,921	39.2%
Total	\$	9,225,591	\$	3,619,671	\$ 5,605,921	39.2%

Conservation		Budget		Actual	Balance	% Expended
Salaries	\$	158,149	\$	63,993	\$ 94,156	40.5%
Benefits		42,238		5,370	36,868	12.7%
Prof. Fee (Technical)		25,000		14,060	10,940	56.2%
Prof. Fee (Legal)		1,000		0	1,000	0.0%
Dues & Subscriptions		5,500		709	4,791	12.9%
Rebate Reimb. Com.		115,000		51,770	63,230	45.0%
Irrigation Audit		15,000		2,464	12,536	16.4%
Turf Removal Rebates		50,000		0	50,000	0.0%
Comm. and Public I		375,000		248,871	126,129	66.4%
Misc. Serv. and Sup.		38,000		9,319	28,681	24.5%
Total	\$	824,887	\$	396,555	\$ 428,332	48.1%

Com. and Intergovern		Budget		Actual	Balance	% Expended
Salaries	\$	124,465	\$	75,676	\$ 48,788	60.8%
Benefits	\$	37,839		11,999	25,840	31.7%
Special Events		10,000		0	10,000	0.0%
Prof. Fee (Other)		165,000		67,500	97,500	40.9%
Sponsorships		30,000		6,000	24,000	20.0%
Comm. and Public I		280,000		53,406	226,594	19.1%
Total	\$	647,303	\$	214,581	\$ 432,723	33.1%

Cascade Water Alliance
Budget to Actual Expenditure Report
January 1- May 31, 2025
42% of the year completed

Operations-General		Budget		Actual		Balance	% Expended
Wholesale Water	\$	24,584,741	\$	6,875,802	\$	17,708,939	28.0%
Salaries		74,578		11,611		62,967	15.6%
Benefits		15,998		1,381		14,616	8.6%
BIP O&M		75,000		38,007		36,993	50.7%
Pipeline Prop. O&M		85,000		308		84,692	0.4%
PWTF Loan Debt		39,671		0		39,671	0.0%
Total	\$	24,874,987	\$	6,927,110	\$	17,947,878	27.8%

Operations-Lake Tapps		Budget		Actual		Balance	% Expended
Salaries	\$	898,952	\$	222,309	\$	676,643	24.7%
Benefits		201,190		33,714		167,476	16.8%
Prof. Fee (Technical)		785,750		269,650		516,100	34.3%
Prof. Fee (Other)		56,000		0		56,000	0.0%
Meetings Expense		3,500		0		3,500	0.0%
Telephone/Internet		5,500		3,322		2,178	60.4%
Office Supplies		5,000		3,218		1,782	64.4%
Equipment & Furn.		50,000		11,864		38,136	23.7%
Taxes/Licenses		16,000		7,657		8,343	47.9%
Travel		5,500		3,054		2,446	55.5%
Professional Dev.		2,500		0		2,500	0.0%
Software Licenses		36,000		0		36,000	0.0%
Permitting Costs		9,000		6,483		2,517	72.0%
Misc. Serv. and Sup.		119,000		25,577		93,423	21.5%
LT Operator		2,904,178		1,207,250		1,696,928	41.6%
Unplanned O&M		100,000		2,809		97,191	2.8%
Misc. Facility Repairs		130,000		4,458		125,543	3.4%
USGS Joint Fund		400,000		72,905		327,095	18.2%
Outage		80,000		0		80,000	0.0%
Milfoil Control		210,000		4,092		205,908	1.9%
Vendor Services		105,000		27,218		77,782	25.9%
Water Quality		100,000		15,590		84,410	15.6%
Dike and Roads		80,000		11,831		68,169	14.8%
Total	\$	6,303,070	\$	1,932,999	\$	4,370,071	30.7%

Tacoma Cascade Pipeline		Budget		Actual		Balance	% Expended
Salaries	\$	690,000		53,992		636,008	7.8%
TCP Consultants		2,175,000		0		2,175,000	0.0%
TCP Contingency		286,000		0		286,000	0.0%
Total CIP Budget	\$	3,151,000	\$	53,992	\$	3,097,008	1.7%

Total Operating Budget \$ 49,302,954 \$ 15,093,960 \$ 34,208,994 30.6%

Capital Projects (multi-yr bdgt not shown)		Budget		Actual		Balance	% Expended
Upper Conveyance	\$	2,350,000		2,032,538		317,462	86.5%
Lower Conveyance		500,000		0		500,000	0.0%
Equipment		75,000		0		75,000	0.0%
Facilities		100,000		0		100,000	0.0%
Bellevue-issaquah		800,000		0		800,000	0.0%
Tacoma Agreement		6,341,209		6,341,209		0	100.0%
Capital Risk		0		0		0	0.0%
IT Infrastructure		25,000		0		25,000	0.0%
Total CIP Budget	\$	10,191,209	\$	8,373,747	\$	1,817,462	82.2%

Total Overall Budget \$ 59,494,163 \$ 23,467,708 36,026,456 39.4%

Cascade Water Alliance
Statement of Revenues and Expenditures
From 1/1/2025 Through 5/31/2025

Attachment 2

Operating Revenue		
Water sales	\$	13,879,068
Administrative dues		4,241,294
Conservation program		272,715
Total Operating Revenue		<u>18,393,077</u>
Operating Expenses		
Cost of water sold		6,875,802
Salaries and benefits		1,687,432
Professional services		790,257
Conservation program		54,234
Depreciation and amortization		1,329,850
Communication and public information		271,662
Office expenses		285,685
Operations		1,311,830
Bank charges		118
Rent		41,454
Maintenance		94,002
Dues and subscriptions		28,811
Miscellaneous		21,279
Total Operating Expenses		<u>12,792,417</u>
Operating Income		5,600,660
Non-Operating Revenue (Expenses)		
Interest income		806,532
Other income		8,371
Gain/Loss on the sale/re-characterization of an asset		(29,840,157)
Interest expense, net of amount capitalized		(1,144,969)
Total Non-Operating Revenue (Expenses)		<u>(30,170,224)</u>
Capital Contributions		
Regional Capital Facilities Charges		1,688,774
Increase in Net Assets		(22,880,790)
Net Assets, Beginning of Year		167,192,352
Net Assets, End of Year	\$	144,311,562

Cascade Water Alliance
Statement of Net Position
As of 5/31/2025

Attachment 3

Assets

Current Assets

Cash and cash equivalents	\$ 36,971,034
Accounts receivable	4,913,947
Prepaid expenses	142,704
Total Current Assets	<u>42,027,684</u>

Capital Assets

Equipment and furniture	2,386,409
Seattle water contract	22,267,611
Bellevue Issaquah pipeline	22,276,944
Tacoma water contract	88,143,665
Capital Leases	2,491,486
Less accumulated depreciation and amortization	(21,623,079)
Total Capital Assets	<u>115,943,035</u>

Projects in process and assets not yet in service

Lake Tapps	110,775,541
Tacoma Cascade pipeline	26,539,385
Total Projects in process and assets not yet in service	137,314,926

Restricted cash and cash equivalents

Restricted cash and cash equivalents	19,267,309
--------------------------------------	------------

Total Assets 314,552,955

Liabilities

Current liabilities

Payables and accrued liabilities	3,775,282
Accrued interest	1,340,504
Long-term debt current portion	
Bonds Payable-Current Portion	7,075,000
Other	39,474
Total Long-term debt current portion	7,114,474
Total Current liabilities	<u>12,230,261</u>

Long-term Liabilities

Long-term debt	68,060,000
Tacoma contract	88,143,665
Bond premium, net of amortization	1,821,232
Total Long-term Liabilities	<u>158,024,897</u>
Total Liabilities	<u>170,255,158</u>

Net Assets

Restricted for debt service	113,128,880
Unrestricted	31,168,917
Total Net Assets	<u>144,297,797</u>

Total Liabilities & Net Assets \$ 314,552,955

Consultant and Other Vendor Contract Status Summary

Attachment 4

Open contracts											
Vendor	Contract number	Contract title	Cascade manager	Effective date	End date	Status date	Percent work completed	Contract amount, including	Amount invoiced	Percent invoiced	Contract balance
Aquatechnex	1	2025 Lake Tapps Aquatic Plant Maintenance Program	P. Anderson	1/1/2025	12/31/2025	6/16/2025	0%	\$ 160,000	\$ -	0%	\$ 160,000
Aspect	1	Water Supply Modeling	R. Hoffman	5/6/2020	N/A	6/16/2025	65%	\$ 24,900	\$ 16,196	65%	\$ 8,704
Aspect	2	Water Resources Services	R. Hoffman	8/17/2018	N/A	6/16/2025	98%	\$ 60,000	\$ 58,251	97%	\$ 1,749
Aspect	3	Climate Change Analysis	R. Hoffman	9/7/2022	N/A	6/16/2025	96%	\$ 150,000	\$ 144,571	96%	\$ 5,429
Ballard Spahr	1	Legal Services	C. Paulucci	3/28/2025	12/31/2025	6/16/2025	25%	\$ 25,000	\$ 6,320	25%	\$ 18,680
Ben Bernstein Music	1	Podcast production	M. Brent	1/1/2025	12/31/2025	6/16/2025	25%	\$ 7,000	\$ 660	9%	\$ 6,340
BHC Consulting	1	Planning & Permit Assistance	T. Richmond	1/1/2024	12/31/2024	6/16/2025	50%	\$ 25,000	\$ 2,208	9%	\$ 22,792
Brilliant Marketing	1	We Need Water Social Media Outreach	M. Brent	1/1/2025	12/31/2025	6/16/2025	65%	\$ 55,000	\$ 35,021	64%	\$ 19,979
Brilliant Marketing	2	Water Efficiency graphic Design & Website Redesign	J. Amspacher	5/7/2025	N/A	6/16/2025	5%	\$ 45,000	\$ 2,015	4%	\$ 42,985
Clark Nuber	1	Annual Financial Audit and Quarterly AUPs	C. Paulucci	1/1/2025	N/A	6/16/2025	80%	\$ 89,200	\$ 68,565	77%	\$ 20,635
Colehour and Cohen	1	Staffing for classes and events	M. Brent	1/1/2025	12/31/2025	6/16/2025	70%	\$ 116,065	\$ 69,353	60%	\$ 46,712
Confluence Engineering Group, LLC	1	Lake Tapps Supply & BIP Water Quality Advisory Services Project	D. Roberts	12/1/2023	N/A	6/16/2025	80%	\$ 49,000	\$ 21,062	43%	\$ 27,938
Confluence Engineering Group, LLC	2	Water Quality Blending Study	M. Thung	12/5/2004	N/A	6/16/2025	50%	\$ 230,000	\$ 114,357	50%	\$ 115,643
David Evans	1	On-call Land Surveyor	H. Chen	11/18/2022	12/31/2025	6/16/2025	45%	\$ 160,000	\$ 64,654	40%	\$ 95,346
David McGrath	1	Irrigation Program Assistance	M. Brent	1/25/2025	12/31/2025	6/16/2025	15%	\$ 20,000	\$ 2,464	12%	\$ 17,536
Environmental Science Assoc (ESA)	1	Aquatic Plant Management	P. Anderson	1/1/2025	12/31/2025	6/16/2025	8%	\$ 49,000	\$ 3,399	7%	\$ 45,601
Environmental Science Assoc (ESA)	2	Development of Cascade's Integrated Aquatic Plant Management Plan	P. Anderson	3/20/2024	N/A	6/16/2025	60%	\$ 44,750	\$ 24,428	55%	\$ 20,322
GeoEngineers	1	Dam Engineering/Hydrology/ Geotechnical Service	H. Chen	1/3/2024	12/31/2026	6/16/2025	50%	\$ 570,000	\$ 168,371	30%	\$ 401,629
Gordon Thomas Honeywell	1	State legislative outreach	A. Bennett	1/1/2025	12/31/2025	6/16/2025	48%	\$ 84,000	\$ 35,000	42%	\$ 49,000
Herrera	1	On-call limnology services	M. Thung	12/1/2022	12/31/2025	6/16/2025	5%	\$ 45,000	\$ -	0%	\$ -
Herrera	2	Water Quality Management Plan	M. Thung	10/9/2023	12/31/2024	6/16/2025	98%	\$ 165,000	\$ 164,999	100%	\$ 1
Herrera	3	On-Call Water Supply Modeling Services	M. Thung	11/4/2024	12/31/2027	6/16/2025	0%	\$ 40,000	\$ -	0%	\$ 40,000
Herrera	4	Bulkheads Study	M. Thung	6/5/2025	N/A	6/16/2025	5%	\$ 49,000	\$ -	0%	\$ 49,000
HDR	1	MMD Fish Passage Design Review	H. Chen	12/1/2015	N/A	6/16/2025	99%	\$ 1,518,000	\$ 1,315,617	87%	\$ 202,383
Jennergy	1	Website Maintenance	M. Brent	1/1/2025	12/31/2025	6/16/2025	38%	\$ 25,000	\$ 9,150	37%	\$ 15,850
Jon Shimada	1	On-Call Project Support Services	M. Thung	4/8/2024	12/31/2025	6/16/2025	10%	\$ 35,000	\$ 3,000	9%	\$ 32,000
Langton Spieth	1	Community relations	A. Bennett	1/1/2025	12/31/2025	6/16/2025	45%	\$ 78,000	\$ 32,500	42%	\$ 45,500
Lisa Taylor	1	Sustainable Landscaping Support	J. Amspacher	4/14/2025	N/A	6/16/2025	65%	\$ 4,500	\$ 2,800	62%	\$ 1,700
Long Building Tech	1	Security Maintenance	H. Chen	4/3/2025	12/31/2025	6/16/2025	0%	\$ 74,025	\$ -	0%	\$ 74,025
Nature Vision	1	Classroom Water Education	M. Brent	1/1/2025	12/31/2025	6/16/2025	75%	\$ 105,000	\$ 77,002	73%	\$ 27,998
Okamoto Strategies, LLC	1	Capital Projects and Strategic Planning	H. Chen	6/21/2023	N/A	6/16/2025	25%	\$ 25,000	\$ 5,569	22%	\$ 19,431
Pacifica Law	1	Legal Assistance	H. Chen	1/1/2025	12/31/2025	6/16/2025	15%	\$ 25,000	\$ 2,958	12%	\$ 22,042
Parametrix	1	On Call Civ/Mech/Structural Eng	H. Chen	1/1/2023	12/31/2025	6/16/2025	50%	\$ 550,000	\$ 249,995	45%	\$ 300,005
Parametrix	2	On-Call Electrical Engineering Svcs	D. Roberts	4/7/2025	12/31/2027	6/16/2025	5%	\$ 600,000	\$ 17,476	3%	\$ 582,524
Puget Sound Energy	1	Water Efficiency Rebates	M. Brent	1/1/2025	12/31/2025	6/16/2025	50%	\$ 120,000	\$ 51,770	43%	\$ 68,230
Rainier Stillwater Risk Advisors	1	Trespassing Management	M. Thung	12/14/2023	12/31/2024	6/16/2025	85%	\$ 33,000	\$ 27,000	82%	\$ 6,000
RH2	2	On-Call Electrical Engineering Svcs	H. Chen	1/1/2024	4/30/2025	6/16/2025	100%	\$ 133,750	\$ 133,592	100%	\$ 158
RH2	3	Wholesale Master Meter Eval	H. Chen	1/21/2020	3/31/2023	6/16/2025	8%	\$ 24,500	\$ 1,342	5%	\$ 23,158
Robinson Noble	1	Water Audits	E. Cebon	10/3/2019	N/A	6/16/2025	85%	\$ 135,060	\$ 115,183	85%	\$ 19,877
Sammamish Plateau Water	1	GIS support services	H. Chen	12/6/2022	N/A	6/16/2025	80%	\$ 50,000	\$ 38,323	77%	\$ 11,677
Sazan	1	On-call value analysis/engineering	J. Shimada	10/23/2023	10/23/2025	6/16/2025	50%	\$ 250,000	\$ 98,941	40%	\$ 151,059
SC Words & Pictures Inc.	1	Design Services	A. Bennett	1/1/2025	12/31/2025	6/16/2025	15%	\$ 25,000	\$ 670	3%	\$ 24,330

Seattle Public Utilities	1	Garden Hotline	M. Brent	1/1/2025	12/31/2025	6/16/2025	25%	\$ 16,700	\$ 4,175	25%	\$ 12,525
SMC Consulting	1	Water Efficiency Consultant	M. Brent	1/1/2025	12/31/2025	6/16/2025	45%	\$ 28,500	\$ 11,875	42%	\$ 16,625
Sunbreak Talent	1	Recruitment assistance	M. Thung	3/27/2025	N/A	6/16/2025	40%	\$ 6,000	\$ 2,190	37%	\$ 3,810
Sustainable Water	1	Teacher Fellows program	M. Brent	1/1/2025	12/31/2025	6/16/2025	20%	\$ 60,000	\$ 9,949	17%	\$ 50,051
Tacoma Pierce County Health Department	1	TappsWise Monitoring at Lake Tapps	A. Bennett	1/1/2025	12/31/2025	6/16/2025	25%	\$ 140,000	\$ 32,973	24%	\$ 107,027
TeamLogic IT	1	Info Technology Consulting	C. Paulucci	1/1/2025	12/31/2025	6/16/2025	45%	\$ 138,700	\$ 56,488	41%	\$ 82,212
TechniArt	1	Conservation Website Order page	M. Brent	1/1/2025	12/31/2025	6/16/2025	20%	\$ 17,000	\$ 3,350	20%	\$ 13,650
Terese Richmond LLC	1	On-Call Strategy, Policy and Program Support Services	M. Thung	6/9/2025	12/31/2026	6/16/2025	5%	\$ 45,750	\$ -	0%	\$ 45,750
Tetra Tech	1	AWIA 2025-2026 Updates	M. Thung	12/9/2024	12/31/2026	6/16/2025	10%	\$ 350,000	\$ 31,818	9%	\$ 318,182
Tilth Association	1	Garden Water Efficiency	M. Brent	1/1/2025	12/31/2025	6/16/2025	35%	\$ 48,000	\$ 15,360	32%	\$ 32,640
Transpo Group	1	On-Call GIS Support	H. Chen	1/1/2025	12/31/2025	6/16/2025	55%	\$ 49,000	\$ 25,885	53%	\$ 23,115
Upstream PBC	2	HydroForecast Subscription Service	M. Thung	10/1/2024	9/30/2025	6/16/2025	75%	\$ 23,500	\$ 23,500	100%	\$ -
USGS	1	Joint Funding Agre-Streamgaging	H. Chen	1/1/2025	12/31/2025	6/16/2025	25%	\$ 302,370	\$ 72,905	24%	\$ 229,465
Vanir Construction Management, Inc.	1	On-call Construction Management	J. Shimada	5/1/2021	12/31/2024	6/16/2025	85%	\$ 560,000	\$ 456,707	82%	\$ 103,293
VanNess Feldman	1	General Counsel	R. Hoffman	1/1/2025	12/31/2025	6/16/2025	35%	\$ 850,000	\$ 293,678	35%	\$ 556,322
Veolia	1	White River-Lake Tapps Reservoir Project Operations and Maintenance Agreement \$2,328,918 fixed, \$325,000 variable	D. Roberts	1/1/2025	12/31/2025	6/16/2025	35%	\$ 2,653,918	\$ 783,577	30%	\$ 1,870,341
Water Value	1	Climate Study Advisory Services	M. Thung	6/16/2022	7/1/2025	6/16/2025	75%	\$ 22,500	\$ 12,345	55%	\$ 10,155

Closed Contracts											
Vendor	Closed contract number	Contract title	Cascade manager	Effective Date	End date	Status date	Percent work completed	Contract amount, including amendments	Amount invoiced	Percent invoiced	Contract balance
Catalyst Workplace	1	Office Furniture	C. Paulucci	12/12/2024	N/A	6/16/2025	100%	\$ 29,506	\$ 29,506	100%	\$ 0
Jacobs Engineering Group	1	Demand Forecast Model Support Services	M. Thung	8/20/2021	N/A	6/16/2025	100%	\$ 5,000	\$ 5,000	100%	\$ -
Long Building Tech	1	Security Maintenance	H. Chen	6/1/2023	12/31/2024	6/16/2025	100%	\$ 120,000	\$ 112,544	94%	\$ 7,456
Marketplace Events	1	Northwest Flower and Garden Show	M. Brent	1/1/2025	12/31/2025	6/16/2025	100%	\$ 20,000	\$ 20,000	100%	\$ -

Payment Authorization Warrants and Wire Transfers 6/25/25

Attachment 5

WHOLESALE WATER

WIRE	Seattle Contract Payment 5/25	\$1,473,386.00
WIRE	Seattle Contract Payment 6/25	\$2,946,773.00
		\$4,420,159.00

CONSULTANTS

32356	Clark Nuber P.S.	\$13,440.00
32362	GeoEngineers	\$30,449.45
32363	Herrera	\$6,058.27
32368	Marten Law LLP	\$472.00
32373	Parametrix	\$9,808.75
32383	Tacoma Pierce County Health Department	\$16,388.92
32384	Tetra Tech	\$19,734.54
32385	Van Ness Feldman, LLP	\$62,177.38
32393	Gordon Thomas Honeywell Govern. Affairs	\$7,000.00
32394	Langton Public Affairs LLC	\$6,500.00
32402	Ballard Spahr LLP	\$6,320.00
32405	Confluence Engineering Group, LLC	\$41,318.00
32407	Environmental Science Associates (ESA)	\$436.00
32408	Foster Garvey	\$616.50
32409	City of Issaquah	\$28.00
32413	Pacifica Law Group	\$408.00
32416	Parametrix	\$30,358.91
32420	TeamLogic IT of Bellevue, WA	\$10,834.37
32422	Transpo Group	\$5,757.50
32424	Van Ness Feldman, LLP	\$56,734.50
32440	Tetra Tech	\$3,222.96
32457	Sunbreak Talent Solutions	\$1,076.00
32467	Environmental Science Associates (ESA)	\$1,526.00
32469	Gordon Thomas Honeywell Govern. Affairs	\$7,000.00
32470	Jennergy	\$3,050.00
32471	Langton Public Affairs LLC	\$6,500.00
32476	Transpo Group	\$1,300.00
32485	Confluence Engineering Group, LLC	\$34,547.50
32486	SC Words & Pictures, Inc.	\$670.00
32495	TeamLogic IT of Bellevue, WA	\$15,371.09
32498	Van Ness Feldman, LLP	\$61,864.50
		\$460,969.14

SALARY, BENEFITS AND EXPENSE REIMBURSEMENTS

	Payroll (April)	\$216,150.97
	Payroll (May)	\$218,670.76
32347	MissionSquare-107080	\$62,888.75
32348	MissionSquare-304525	\$26,310.83
32349	AWC Employee Benefit Trust	\$32,559.17
32361	Paula Anderson	\$211.15
32364	HRA VEBA Trust	\$3,366.00
32381	Sunbreak Talent Solutions	\$1,114.00
32406	Brian Bartle	\$908.62
32428	Association of Washington Cities	\$32,878.25
32450	Paula Anderson	\$106.53
32451	HRA VEBA Trust	\$3,366.00
32458	MissionSquare-107080	\$64,597.12
32459	MissionSquare-304525	\$27,405.94
32465	Paula Anderson	\$111.22
32466	Jami Shimada	\$44.24
		\$4,984.62
32487	HRA VEBA Trust	\$695,674.17

CONSERVATION

32357	Colehour & Cohen	\$3,905.05
32369	Nita-Jo Rountree	\$300.00
32375	PromoShop WA, LLC	\$7,851.76
32377	Puget Sound Energy	\$33,031.24
32382	Sustainable Seattle dba Sustainability Ambassadors	\$2,689.44
32395	Lisa Taylor	\$1,200.00
32396	Marianne Binetti	\$500.00
32403	BRILLIANT MARKETING LLC	\$5,278.05
32404	Colehour & Cohen	\$7,751.20
32412	Nature Vision, Inc.	\$19,680.17
32419	SMC Consulting LLC	\$3,040.00
32421	Techniart C S D	\$682.60
32429	Jessica Bloom	\$450.00
32433	Jennergy	\$1,525.00
32436	Puget Sound Energy	\$3,562.50
32437	Tilth Alliance	\$10,140.00
32443	AM Conservation Group, Inc.	\$495.24
32446	Ben Bernstein Music	\$180.00
32455	Puget Sound Energy	\$181.42
32464	David F. McGrath	\$1,232.00
32472	Nature Vision, Inc.	\$22,689.10
32483	BRILLIANT MARKETING LLC	\$6,231.65
32490	Makarios Communications	\$500.00
32492	SMC Consulting LLC	\$1,995.00
32494	Sustainable Seattle dba Sustainability Ambassadors	\$1,240.00
32496	Techniart C S D	\$570.75
		\$136,902.17

SOFTWARE AND EQUIPMENT

32353	Catalyst Workplace Activation	\$14,752.81
32427	Abila	\$138.48
32482	Abila	\$315.38
		\$15,206.67

GENERAL

32350	AT&T FirstNet	\$494.57
32351	Bellevue Gateway One Equities, LLC	\$32,175.93
32352	City of Bonney Lake	\$1,000.00
32354	Cintas Corporation	\$95.72
32355	City of Seattle	\$31,391.37
32358	Comcast	\$585.66
32359	Comcast	\$1,983.31
32365	JR Mailing Services, Inc.	\$3,324.20
32366	Lakemont Business Services Inc.	\$600.00
32370	Pacific Office Automation Inc.	\$247.01
32371	Pacific Office Automation	\$298.41
32379	spot-on print & design	\$262.12
32380	Staples Advantage	\$778.94
32387	Washington State Department of Revenue	\$615.27
32388	Y-CPA Academy LLC	\$429.00
32389	City of Bellevue	\$3,632.88
32391	CIT	\$2,128.90
32392	CLEARFLY	\$1,110.00
32397	Pacific Office Automation, Inc.	\$311.22
32398	spot-on print & design	\$25.24
32399	Verizon Wireless	\$135.03
32411	Lumen	\$230.64
32414	Pacific Office Automation Inc.	\$100.89
32415	Pacific Office Automation	\$298.41
32417	Sammamish Plateau Water & Sewer Distri	\$6,686.35
32418	Signs of Seattle	\$103.02
32423	Utilities Underground Location Center	\$52.65
32430	Comcast	\$1,983.31
32431	Daily Journal of Commerce	\$179.95
32434	Lakemont Business Services Inc.	\$206.00
32441	U.S. BANK	\$5,549.56
32444	AT&T FirstNet	\$569.44
32445	Bellevue Gateway One Equities, LLC	\$44,642.44
32448	Comcast	\$585.66
32449	DEPARTMENT OF COMMERCE	\$39,671.06
32456	Staples Advantage	\$14.86
32461	CIT	\$1,588.82
32462	CLEARFLY	\$1,110.08
32463	Covington Water District	\$100.44
32468	Government Finance Officers Association	\$160.00
32473	Pacific Office Automation, Inc.	\$311.22
32474	Penny Sweet	\$77.55
32477	Utilities Underground Location Center	\$40.50
32479	Verizon Wireless	\$135.03
32488	King County Treasury	\$3,057.14
32491	Pacific Office Automation Inc.	\$130.24
32493	Sound Publishing Inc.	\$4,398.00
32497	U.S. BANK	\$7,496.34
		\$201,104.38

LAKE TAPPS

32360	US Geological Survey (USGS)	\$72,905.00
32367	Linde Gas & Equipment Inc.	\$633.17
32372	Pape Machinery Inc.	\$3,744.89
32374	Pierce County Budget & Finance	\$7,131.27
32376	Puget Sound Energy	\$234.91
32378	Seattle Boat Co.	\$175.01
32386	Veolia Water North America	\$200,830.99
32390	Cintas Corporation	\$137.97
32410	Linde Gas & Equipment Inc.	\$697.27
32432	Department of Ecology	\$6,482.96
32435	Pierce County Budget & Finance	\$131.17
32438	Signs of Seattle	\$110.35
32439	Tacoma Pierce County Health Department	\$3,479.59
32447	Carpet Liquidators	\$4,457.50
32452	National Construction Rentals, Inc.	\$6,894.91
32453	Pape Machinery Inc.	\$1,624.77
32454	Pierce County Budget & Finance	\$195.08
32460	Cintas Corporation	\$402.04
32475	Robblee's Total Security, Inc.	\$3,190.54
32484	Cintas Corporation	\$38.14
32489	Linde Gas & Equipment Inc.	\$685.71
32499	Veolia Water North America	\$194,076.50
		\$508,259.74

CONSTRUCTION

32400	HDR	\$15,253.27
32401	Vanir Construction Management Inc.	\$29,464.66
32425	Vanir Construction Management Inc.	\$60,221.91
32480	HDR	\$18,652.92
32481	Vanir Construction Management Inc.	\$30,803.48
		\$154,396.24

DESTROYED AND VOIDED CHECKS:

32442

Total Warrants	\$2,172,512.51
Total Wires	\$4,420,159.00
Total warrants/wire transfers authorized for June 2025	\$6,592,671.51

Approved: _____ Date: _____
Andy Baker, Economist

Approved: _____ Date: _____
Mayor Mary Lou Pauly, Secretary/Treasurer

**Cascade Water Alliance
Monthly Treasurer's Report
May 2025**

	Operating Fund	Construction Fund	Bond Fund	RCFC Fund	Water Supply Development Fund	Rate Stabilization Fund	US Bank Payroll Account	All Funds
Beginning Balances, May 1	\$ 19,708,749	\$ 8,964,173	\$ 9,799,370	\$ -	\$ 13,888,485	\$ 2,497,088	\$ -	\$ 54,857,866
Additions:								
Cash received	\$ 5,887,579	\$ 33,562	\$ 59,325	\$ -	\$ 100,442	\$ 9,343	\$ -	\$ 6,090,251
Transfers from other Cascade funds	\$ -	\$ -	\$ 764,653	\$ -	\$ -	\$ -	\$ 222,580	\$ 987,233
Total additions	\$ 5,887,579	\$ 33,562	\$ 823,978	\$ -	\$ 100,442	\$ 9,343	\$ 222,580	\$ 7,077,484
Subtractions:								
Bank fees, payroll, and bond payments	\$ 1,532	\$ 651	\$ 1,183	\$ -	\$ 1,142	\$ 181	\$ 222,580	\$ 227,269
Warrants paid	\$ 943,565	\$ 44,718	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 988,282
Wire and other electronic payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
King Co. Investment Pool impairment (realized)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
King Co. Investment Pool impairment (retained)	\$ (86)	\$ (73)	\$ (40)	\$ -	\$ -	\$ (11)	\$ -	\$ (210)
Transfers to other Cascade funds	\$ 987,233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 987,233
Total subtractions	\$ 1,932,244	\$ 45,296	\$ 1,143	\$ -	\$ 1,142	\$ 171	\$ 222,580	\$ 2,202,575
Ending Balances, May 31, 2025	\$ 23,664,085	\$ 8,952,439	\$ 10,622,205	\$ -	\$ 13,987,785	\$ 2,506,261	\$ -	\$ 59,732,775



MEETING MINUTES
OF THE BOARD OF
DIRECTORS VIA
HYBRID
APRIL 23, 2025

1. CALL TO ORDER

At 3:30 p.m. Chair Sweet called the meeting to order.

2. ROLL CALL

Board Members Present: City of Issaquah (Pauly), City of Kirkland (Sweet), City of Redmond (Birney), City of Tukwila (McLeod), Sammamish Plateau Water & Sewer District (Warren), and Skyway Water and Sewer District (Ault)

Board Members Absent: City of Bellevue (Hamilton)

Board Alternates Present: City of Bellevue (Stokes), City of Redmond (Nuevacamina), City of Tukwila (Martinez)

3. PUBLIC COMMENT

Jeffrey Lincoln, Lake Tapps resident

Mr. Lincoln expressed gratitude to Cascade for the investments made in maintaining Lake Tapps. He appreciates the lake being filled on time and at the optimal levels. He also commended Joe Mickelson for his extraordinary work in maintaining the lake.

4. EXECUTIVE SESSION

None.

5. APPROVAL OF AGENDA

Motion by Mr. Warren and second by Ms. Birney to approve the meeting agenda as presented. Motion carried unanimously (6-0).

Vice Chair Birney read a special commendation and expressed gratitude to John Stokes for his service to Cascade and the community. Mr. Stokes has resigned his position with Bellevue City Council and Cascade's Board.

6. CONSENT ITEM

- A. Board Meeting Minutes for March 26, 2025.
- B. Motion to adopt Resolution No. 2025-09, authorizing an administrative approval process for new water efficiency program measures.

Motion by Ms. Birney and second by Mr. Warren to approve Consent Action Items A-B as presented. Motion carried unanimously (6-0).

7. STAFF PRESENTATIONS

- A. Cascade Supply Program (CSP) Overview

Brian Bartle, Cascade Supply Program Executive, presented an update on the name change from Tacoma-Cascade Pipeline to Cascade Supply Program, information on the qualification-based-selection (QBS) process, and the preliminary program timeline. He also discussed the need for a Design Director and RFQ process. The Design Director is needed earlier to participate in design-related discussions during the planning stage, such as pipeline hydraulics, valve types, etc. Staff clarified the resolution would increase headcount in the budget by one position, but no amendment to the overall dollar amount of the budget is necessary.

8. OTHER ACTION ITEMS

- A. Motion to authorize the Chief Executive Officer to initiate a qualifications-based selection process for a consultant to provide Program and Engineering Support services for the Cascade Supply Program.

Motion by Mr. Stokes and second by Mr. Warren to authorize the Chief Executive Officer to initiate a qualifications-based selection process for a consultant to provide Program and Engineering Support services for the Cascade Supply Program. Motion carried unanimously (6-0).

- B. Motion to adopt Resolution No. 2025-10 to approve a Design Director position for the Cascade Supply Program and to amend Cascade's 2025-2026 Budget to add the new position and modify certain staff position titles.

Motion by Mr. Stokes and second by Mr. Warren to adopt Resolution No. 2025-10 to approve a Design Director position for the Cascade Supply Program and to amend Cascade's 2025-2026 Budget to add the new position and modify certain staff position titles. Motion carried unanimously (6-0).

9. COMMITTEE REPORTS

- C. Executive Committee – No meetings held since the last Board meeting.

- D. Finance & Management Committee – Meeting held April 15, 2025. The meeting recap was included in the Board Packet.
- E. Public Affairs Committee – Meeting held April 2, 2025. The meeting recap was included in the Board Packet.
- F. Resource & Management Committee – Meeting held April 9, 2025. The meeting recap was included in the Board Packet.

10. CHIEF EXECUTIVE OFFICER’S REPORT

Melina Thung, Cascade Chief of Staff, provided the CEO report, since Mr. Hoffman had to leave the meeting early. She also responded to questions from Board Members.

11. NEW BUSINESS

None.

12. NEXT REGULAR MEETING

The next regularly scheduled Board meeting will be held on May 28, 2025 at 3:30 p.m.

13. ADJOURN

The meeting adjourned at 4:32 p.m.

APPROVED BY:

Penny Sweet, Chair

Angela Birney, Vice-Chair

AGENDA MEMORANDUM

PROPOSED BOARD ACTION

Motion to authorize the Chief Executive Officer to enter into a contract with the Stantec to provide engineering and construction management services for the Bellevue-Issaquah Pipeline (BIP) Relocation Project at Lewis Creek in an amount not to exceed \$500,000.

SUMMARY OF CURRENT PROPOSED BOARD ACTION

The Washington State Department of Transportation's (WSDOT's) I-90 Lewis & West Village Park and Schneider Creeks Fish Passage Project requires relocating the Bellevue-Issaquah Pipeline from its current underground alignment. Stantec will lead the engineering and construction management services for Cascade's relocation, and their scope of work will include substantial coordination with WSDOT and their Design Builder to construct the State's and Cascade's projects concurrently.

BACKGROUND

WSDOT's I-90 Lewis & West Village Park and Schneider Creeks Fish Passage Project is in preliminary design with the State's Design-Build (DB) Contractor, Atkinson Construction LLC. Cascade's BIP occupies WSDOT right-of-way and has been determined to be in conflict with the State's culvert replacement project, necessitating relocation of Cascade's infrastructure in accordance with Cascade's franchise agreement with the State. The State's current plan is to replace the Lewis Creek Culvert with an overhead bridge necessitating the BIP to be relocated from its current underground alignment onto the bridge. The BIP is a 24-inch, high pressure main that is the sole source of water for certain member agencies and must be kept in service for the duration of construction of the bridge and during all phases of relocation of the BIP.

Since last discussed with the Resource Management Committee on January 9, 2025, Atkinson and WSDOT have indicated a Fall 2025 start for construction of their DB project and a potential window for Cascade's Design Bid Build (DBB) relocation of the BIP to begin construction during the fourth quarter of 2026.

Stantec will provide all-inclusive services, including permitting, planning, survey, geotechnical investigations, engineering, construction management, and related efforts necessary for delivery of Cascade's DBB relocation of the BIP at Lewis Creek. The scope of work will include substantial coordination with WSDOT and their Design Builder to construct the State's and Cascade's projects concurrently. This delivery methodology of using two contractors to perform work simultaneously on the same worksite under separate contracts is not typical but was required by the State and will demand substantially more coordination for the duration of the project and additional costs for Cascade. As such, professional services will begin immediately (June 2025) and will continue until the BIP relocation construction is complete in mid-2027.

Once Stantec has completed design for the relocation, Cascade will advertise for construction bids and return to the RMC and Board for authorization to award a contract to the lowest responsive and responsible bidder (construction contractor). Staff anticipates this request will occur around the third or fourth quarter of 2026. Since the State's project is being delivered as a contractor Design / Build, and the design is in very early stages for Lewis Creek, exact requirements for relocating the main are not well understood (length, alignment, construction methodology). Staff is currently anticipating a construction cost range of \$1.0M-\$1.5M which will be refined as the State advances their project design.

OTHER OPTIONS AND ANTICIPATED RESULTS IF THE BOARD DOES NOT APPROVE THIS ACTION

WSDOT's project includes construction of a bridge that conflicts with the BIP. Cascade has a franchise agreement with the State to locate the BIP within the State's ROW, and a condition of the franchise requires that Cascade timely relocate its utility upon State notice and at Cascade's expense. If Cascade doesn't complete the design and relocate the BIP in a timely manner, the State will perform the work and will back charge Cascade. Costs would likely be much higher under that scenario and could result in service disruption for our members.

Another option is for Cascade staff to perform the engineering and construction management services. However, Cascade doesn't possess the staff or software resources necessary to complete the work in-house, necessitating use of an engineering consultant to provide these services.

PRIOR BOARD ACTIONS

N/A

PROCUREMENT PROCESS

In accordance with State Law for procuring engineering services, a Request for Qualifications (RFQ) was advertised on April 1, 2025, in the *Tacoma News Tribune* and *Seattle Daily Journal of Commerce* and posted on Cascade's website, soliciting Statements of Qualifications (SOQ) from interested firms. Two SOQs were received by Cascade on April 29, 2025.

Cascade's selection committee members independently reviewed and scored the SOQs and met as a committee on May 6, 2025 to rank the firms. The selection committee unanimously selected Stantec and made the recommendation for entering into a contract with Stantec to the RMC during the committee meeting held on May 8, 2025.

FISCAL IMPACT

Total Cost: This contract will include capital expenditures anticipated under line item 310 of the adopted 2025-2026 CIP budget. The budget includes \$800,000 per year for a total of \$1.6M between 2025 and 2026, with anticipated expenditures of approximately \$500K for this contract. No money has been spent out of the budget line item to date.

Approved in Current Biennial Budget: ☒ Yes ☐ No ☐ N/A

Budget Line	2025 Capital Budget	Spent and Committed to Date	Available 2025 Budget	This Action	2025 Remaining Budget
310- Bellevue- Issaquah Pipeline (BIP)	\$800,000	\$0	\$800,000	\$100,000	\$700,000
Budget Line	2026 Capital Budget	Spent and Committed to Date	Available 2026 Budget	This Action	2026 Remaining Budget
310- Bellevue- Issaquah Pipeline (BIP)	\$800,000	\$0	\$800,000	\$200,000	\$600,000

Staff anticipates approximately \$200K of professional services approved under this action will be expended in 2027.

RECOMMENDED ACTION

Authorize the Chief Executive Officer to execute a contract with Stantec to provide engineering and construction management services for the BIP Relocation Project at Lewis Creek in an amount not to exceed \$500,000.

ATTACHMENTS

None.

AGENDA MEMORANDUM

PROPOSED BOARD ACTION

Motion to authorize the Chief Executive Officer to enter into a contract with Hawkins Delafield & Wood LLP to provide advisory services regarding the procurement of Cascade's operations and maintenance contractor for the White River - Lake Tapps Reservoir Project in an amount not to exceed \$110,000.

SUMMARY OF CURRENT PROPOSED BOARD ACTION

Cascade currently has a contract with Veolia Water North America-West, LLC ("Veolia") to provide operations and maintenance ("O&M") services for the White River - Lake Tapps Reservoir Project ("Project"). The contract with Veolia expires on December 31, 2026, and Cascade has initiated the work to resolicit for O&M services at the Project and to have a new contract in place by January 1, 2027. Because of the complex and unique nature of procuring a new O&M contract for the Project, Cascade needs external expert assistance to support the solicitation, selection, and negotiation aspects of the process. As such, Cascade seeks the Board's approval to enter into a contract with Hawkins Delafield & Wood LLP ("Consultant"), a national firm with extensive experience in helping public agencies procure O&M contractors.

BACKGROUND

Since purchasing the Project from Puget Sound Energy in 2009, Cascade has contracted out O&M services for the Project. At the conclusion of a competitive process, on December 15, 2011, Cascade entered into an Operations and Maintenance Agreement with Veolia for this work. The Agreement was structured as a five-year agreement with two phases and options for up to two additional periods of five years each. On November 24, 2015, Cascade exercised its first option and renewed the Agreement for another five years, and on January 11, 2022, it exercised its second and final option and renewed the Agreement through December 31, 2026. At the end of each year, Cascade and Veolia formalize the contract budget for the upcoming year via a signed budget letter. The 2025 contracted budget for Veolia is \$2,653,918. Starting in 2027, the annual budgets are expected to be higher due to prevailing wages, cost-of-living adjustments, higher cost of materials, etc.

Veolia's field staff of eight full-time employees provides a comprehensive suite of O&M and other related services for the Project, largely focused on maintaining and operating the more than 100-year-old assets. In addition to the O&M staff, Veolia provides labor resources for finance, human resource, technology, safety, management, and other overhead functions. They also sub-contract out specific bodies of work, particularly for small public works projects not subject to competitive bidding laws.

Veolia's scope of services includes all the many facilities, infrastructure, and other assets that comprise the Project and traverse approximately 13 linear miles, from the point of diversion from

the White River in Buckley to the point of return to the White River in Sumner. Veolia's annual work program includes operating water facilities to fill, maintain, and drain the White River Lake Tapps Reservoir; performing routine maintenance of facilities, equipment, and properties; making minor repairs; coordinating with Cascade staff on capital projects; operating and monitoring the SCADA system; performing security; collecting, maintaining, and reporting out on regulatory, data, and monitoring information; and responding to emergencies.

Cascade recently initiated the work to resolicit for O&M services and to have a new contract in place by January 1, 2027. Cascade's plan is to first issue a Request for Expressions of Interest ("RFEI"), followed by a Request for Proposals ("RFP"). Since procuring contracted O&M services is somewhat uncommon for the water industry, an RFEI will help identify firms that may be interested in the Project and help Cascade develop a more robust RFP. In addition, since Cascade's Project is not a typical water transmission, distribution, or treatment system, an RFEI will allow potential firms to better understand the unique services needed for the contract.

The following dates outline a rough estimation of the procurement process:

- July/August 2025 – Issue RFEI
- October/November 2025 – Request Board approval to issue RFP
- November/December 2025 – Issue RFP
- March/April 2026 – RFP proposals due
- April through September 2026 – Selection and negotiations
- September/October 2026 – Board approval to enter into contract

Cascade needs expert assistance with the procurement process. Hawkins Delafield & Wood LLP ("Consultant") has extensive experience in assisting governmental agencies with unique public infrastructure procurements, including for O&M contractors and for agencies in Washington State. The Consultant will advise and assist Cascade on several fronts, including, but not limited to, identifying and generating interest with potential firms both regionally and nationally; developing the overall structure for the procurement process; reviewing the draft RFEI and submitted RFEI responses; developing the RFP and draft contract for inclusion in the RFP; and negotiating a contract with the selected firm. The Consultant will coordinate closely with Van Ness Feldman ("VNF") attorneys throughout the procurement process.

PROCUREMENT PROCESS

Cascade's local construction counsel does not have significant experience with O&M contractor solicitations. Cascade's bond counsel referred the Consultant to Cascade. Because the Consultant is uniquely qualified to assist Cascade with its O&M solicitation and contract development, other firms were not considered.

FISCAL IMPACT

For 2025, Cascade requests Board approval of a budget not to exceed \$110,000. Cascade staff will return to the Board at the end of the year to request budget approval for 2026.

Approved in Current Biennial Budget: ☒ Yes ☐ No ☐ N/A

Budget Line	Year	Budget	Spent and Committed to Date	Available Budget	This Action	Remaining Balance
100-Lake Tapps Operator	2025	\$2,904,178	\$2,653,918	\$250,260	\$110,000	\$140,260

OTHER OPTIONS AND ANTICIPATED RESULTS IF THE BOARD DOES NOT APPROVE THIS ACTION

An alternative to hiring the Consultant to assist with the O&M contracted services procurement is to perform all work in-house with assistance from VNF. Because neither Cascade nor VNF have the expertise or experience of the Consultant, likely impacts include a prolonged timeline, which could result in missing the January 1, 2027 deadline; potentially fewer respondents and competition for the contract; and lesser quality work products. In addition, Cascade might miss opportunities for implementing the most current industry standards of practice for contract operator procurement and development of contract terms as well as conditions that best protect Cascade's interests and incentivize the contract operator to provide a high level of quality service. Without the Consultant's expert advice, the final contract terms may be less advantageous to Cascade.

PRIOR BOARD ACTIONS

N/A

RECOMMENDED ACTION

Authorize the Chief Executive Officer to enter into a contract with Hawkins Delafield & Wood LLP to provide advisory services regarding the procurement of Cascade's operations and maintenance contractor for the White River - Lake Tapps Reservoir Project in an amount not to exceed \$110,000.

ATTACHMENTS

None.

AGENDA MEMORANDUM

PROPOSED BOARD ACTION

Motion to authorize the Chief Executive Officer to amend the 2025 contract with Nature Vision to provide classroom water education by increasing the maximum compensation from \$105,000.00 to \$118,333.25.

SUMMARY OF CURRENT PROPOSED BOARD ACTION

Increasing the maximum compensation in the contract with Nature Vision would allow them to provide all 500 planned classroom education programs in 2025.

BACKGROUND

Nature Vision has been providing classroom water education programs for schools in Cascade's Member service area since 2011. They offer in-classroom, remote, and field programs, all of which are aligned with school curriculums. In 2024, they provided 506 school programs reaching 12,401 students.

In developing the 2025 contract, the 2024 budget of \$105,000.00 was used, inadvertently omitting inflation and other costs needed to perform the scope of services. Amending the 2025 contract budget provides Nature Vision with the budget to cover cost-of-living increases, travel/mileage costs, and other program costs they have previously under-recovered from the contract.

Increasing the maximum compensation of the contract from \$105,000.00 to \$118,333.25 will allow Nature Vision to provide all 500 planned classroom education programs in 2025.

OTHER OPTIONS AND ANTICIPATED RESULTS IF THE BOARD DOES NOT APPROVE THIS ACTION

If the Board does not approve this action, Nature Vision will only be able to provide 444 classroom education programs in 2025, which will affect approximately 1,372 students.

PRIOR BOARD ACTIONS

Board Action	Date	Resolution No. (if Applicable)
The Board authorized the Chief Executive Officer to renew the contract with Nature Vision for classroom education programs with a maximum compensation of \$105,000.00.	11/20/2024	

FISCAL IMPACT

Budget Line	2025 Budget	Spent and Committed to Date	Available 2025 Budget	This Action	2025 Remaining Balance
51 – Student Education	213,833.25	200,500.00	\$13,333.25	\$13,333.25	\$0.00

RECOMMENDED ACTION

Authorize the Chief Executive Officer to amend the 2025 contract with Nature Vision, to provide classroom water education, by increasing the maximum compensation from \$105,000.00 to \$118,333.25.

ATTACHMENTS

1. Amendment No. 1 to Nature Vision Conservation – Services Agreement

**CASCADE WATER ALLIANCE
CONSERVATION - SERVICES AGREEMENT
WITH NATURE VISION**

AMENDMENT NO. 1

This Amendment No. 1 to the Conservation - Services Agreement between Cascade Water Alliance, a Washington municipal corporation ("Cascade"), and Nature Vision, a Washington non-profit corporation ("Contractor"), dated January 1, 2025, Contract No. 20250107 ("Agreement"), is dated this ____ day of _____, 2025.

WHEREAS, Cascade has retained the Contractor, on the terms and conditions set forth in the Agreement, in order to assist Cascade and its staff in carrying out the purposes of Cascade, all as more particularly set forth therein; and

WHEREAS, Cascade and Contractor have determined that the compensation for Contractor's services requires updating; and

NOW, THEREFORE, for the considerations hereinafter set forth, and the understanding of each party to the other, Cascade and Consultant, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise, and agree to amend the Agreement in accordance with Section XXII as follows:

1. Attachment B, Compensation, "Budgeted amounts for services and Reimbursable Expenses" shall be modified with the following strikethroughs and underlined language:
 - Programs (Classroom presentations, AquaPals, community science, community programs, and Blue Teams) - ~~\$68,368.95~~ \$78,585.00.
 - Educator / School Program Support - ~~\$9,228.95~~ \$12,346.75.
2. The last sentence of Attachment B, Compensation, shall be replaced with the following:

Total costs for services and Reimbursable Expenses may not exceed One-Hundred Eighteen Thousand Three Hundred Thirty-Three Dollars and Twenty-Five Cents (\$118,333.25) without prior written authorization by Cascade.

All other provisions of Attachment B and the Agreement remain in force and unchanged.

[Signatures on Following Page]

CASCADE:

CASCADE WATER ALLIANCE,
a Washington municipal corporation

By: _____
Name: _____
Its: _____

Date: _____

CONTRACTOR:

NATURE VISION,
a Washington non-profit corporation

By: _____
Name: _____
Its: _____

Date: _____

AGENDA MEMORANDUM

PROPOSED BOARD ACTION

Motion to adopt Resolution No. 2025-11 authorizing the Board Chair to execute on behalf of Cascade the “Amended and Restated Agreement to Coordinate Reclaimed Water” between Cascade and King County, substantially consistent with the attached.

SUMMARY OF CURRENT PROPOSED BOARD ACTION

The agreement before the Board, the Amended and Restated Agreement to Coordinate Reclaimed Water (Agreement), is very similar to the 2019 Agreement to Coordinate Reclaimed Water (2019 Agreement) and is intended to achieve the same policy goals. In summary, the Agreement limits King County’s ability to expand reclaimed water use in Cascade Member Service Areas while reclaimed water policies in the Regional Wastewater Services Plan (RWSP) are being developed. Under the Agreement, the County will not add new reclaimed water customers or end uses or users inside the service area of a Cascade Member except for uses mutually agreed upon in writing between a Cascade Member and the County, if the use does not displace potable water. Both parties agree not to pursue reclaimed water legislation for the term of the agreement. Redlined and clean versions of the Agreement are attached, and details of the Agreement are described in the Background below.

BACKGROUND

Background Leading to the 2019 Agreement

In 2017, at the request of Members due to King County’s actions to expand its use of reclaimed water, the Cascade Board adopted an interim policy regarding reuse that is still in place today. The Cascade Interim Policy:

- (1) grandfathered specific uses in the cities of Tukwila and Redmond, (2) limited total new reuse applications to 1 mgd per Member, and (3) established that new reuse applications are treated as volumes that derive from Cascade for demand share purposes and are incorporated into the three-year historical use for member rate allocations.

Throughout 2017, Cascade also submitted detailed comments to the Department of Ecology (Ecology) during Ecology’s reclaimed water rulemaking to articulate Member and other water supplier concerns regarding Washington state regulations that allow reclaimed water generators (such as King County) to provide reclaimed water service anywhere within a water supplier’s service area regardless of the potential negative effects (financial, environmental, public health) that such service could have on a water supplier. Cascade was not successful in its efforts to have Ecology modify its proposed rule.

Following the rulemaking efforts, in 2018 Cascade drafted and supported legislation to address water supplier concerns within the state’s reclaimed water policy framework. The legislative

effort was also unsuccessful even though it was supported by the Washington Association of Sewer and Water Districts, the Public Utility District Association, and Seattle Public Utilities (SPU).

Following the 2018 legislative session, Cascade and several other water utilities met with King County to see if the conflicts between reclaimed water and water suppliers could be resolved. That effort resulted in the Agreement to Coordinate Reclaimed Water between Cascade and King County, signed in 2019.

Activities Since the 2019 Agreement

After the 2019 Agreement was signed, Cascade met consistently for several years with King County (as well as several other water suppliers, including SPU) to implement the agreement. The 2019 Agreement envisioned the development of a template to guide future interlocal agreements between King County and water suppliers when King County wanted to provide reclaimed water in a particular water service area. However, the group was not able to resolve the financial and environmental policy issues, and the effort stalled.

At the same time, King County began scoping the next major policy update for its Regional Wastewater Services Plan (RWSP). The RWSP includes reclaimed water policies that could be amended to reflect and resolve the issues raised by water suppliers in the template discussions. The 2019 Agreement expires on January 1, 2026, and earlier this year, Cascade and King County began discussing the opportunity to address key policy issues in the RWSP process rather than in the small group effort that had been unsuccessful. Cascade could both support its Members who are involved in the RWSP update and participate as a stakeholder in the reclaimed water portion of the update.

Key Terms of the Proposed Agreement

- The Agreement shall remain in effect until December 31, 2029, or adoption of the RWSP update, whichever is later.
- The parties agree not to pursue reclaimed water legislation while the Agreement is in effect.
- The distribution and use of reclaimed water in Cascade's service area shall be limited to uses that do not displace uses of potable water by customers of Cascade's Members.
- For the duration of the Agreement, the County will not add new reclaimed water customers or users inside a Cascade Member's service area except for uses mutually agreed upon in writing between a Cascade Member and the County.
- Existing reclaimed water customers continue to be grandfathered, same as the 2019 Agreement.
- The County will coordinate and collaborate with Cascade in the update to the reclaimed water policies in the RWSP.

OPTIONS CONSIDERED AND ANTICIPATED RESULT IF THE BOARD DOES NOT APPROVE THIS ACTION

The other option considered was to let the 2019 Agreement expire without a new agreement in place. Without a new agreement, either party could attempt to change the state reclaimed water rule framework through legislation. In addition, under the current state reclaimed water rules, the County could pursue the provision of reclaimed water with any Cascade Member customer regardless of whether Cascade or its Member agreed and regardless of whether the displaced use was potable or not. This would have both financial and environmental consequences.

If the Board does not approve this action, Cascade will not get the benefit of certainty and guardrails around the County's provision of new reclaimed water uses from now until the end of 2029. Additionally, Cascade would not have a commitment from the County for collaboration in the development of RWSP reclaimed water policies.

PRIOR BOARD ACTIONS

Board Action	Date	Resolution (if applicable)
Authorizing the Agreement to Coordinate Reclaimed Water	01/08/2019	2019-01
Approving Cascade's Interim Policy Regarding Wastewater Reuse	02/22/2017	2017-04

PROCUREMENT PROCESS

Not applicable.

FISCAL IMPACT

Total Cost: No cost beyond staff time is anticipated for this action.

Approved in Current Biennial Budget: ☐ Yes ☐ No ☒ N/A

There is no additional fiscal impact for this action.

RECOMMENDED ACTION

Adopt Resolution No. 2025-11 authorizing the Board Chair to execute on behalf of Cascade the "Amended and Restated Agreement to Coordinate Reclaimed Water" between Cascade and King County, substantially consistent with the attached.

ATTACHMENTS

1. Resolution No. 2025-11
2. Amended and Restated Agreement to Coordinate Reclaimed Water – redlined version
3. Amended and Restated Agreement to Coordinate Reclaimed Water – clean version
4. Slide deck for Reclaimed Water Agreement with King County Presentation



CASCADE WATER ALLIANCE
RESOLUTION NO. 2025-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE, A
WASHINGTON MUNICIPAL CORPORATION, AUTHORIZING EXECUTION OF AN AMENDED
AND RESTATED AGREEMENT TO COORDINATE RECLAIMED WATER BETWEEN
CASCADE AND KING COUNTY

WHEREAS, the Cascade Water Alliance ("Cascade") is a Washington municipal corporation formed under authority of the Joint Municipal Utilities Authority Act (Chapter 39.106 RCW) to provide water supply to its Members; and

WHEREAS, Cascade previously adopted Resolution 2019-01, authorizing execution of an Agreement to Coordinate Reclaimed Water Between Cascade and King County ("Agreement"); and

WHEREAS, Cascade and King County anticipate the Agreement will terminate on January 1, 2026; and

WHEREAS, the staff of Cascade and King County have reached an agreement on an Amended and Restated Agreement, which will allow the Amended and Restated Agreement to remain in effect until the later of December 31, 2029 or adoption by King County of certain planning documents to address Reclaimed Water Policies.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE, as follows:

Section 1. Authorization. The Board authorizes the Board Chair to execute on behalf of Cascade an Amended and Restated Agreement to Coordinate Reclaimed Water Between Cascade and King County, substantially consistent with the attached.

Section 2. Effect. This Resolution shall be in full force and effect on the date of its adoption.

ADOPTED AND APPROVED by the Board of Directors of the Cascade Water Alliance at a regular meeting thereof, held on the 25th day of June 2025.

CASCADE WATER ALLIANCE

Penny Sweet, Chair

Attest – Ray Hoffman, Chief Executive Officer

Angela Birney, Vice Chair

Mary Lou Pauly, Secretary/Treasurer

Members

Yes _____

No _____

Demand Share

Yes _____%

No _____%

Include in CWAC?

____ Yes

X No

Amended and Restated Agreement to Coordinate Reclaimed Water

This Amended and Restated Agreement to Coordinate Reclaimed Water (“Agreement”) is ~~dated January 1, 2019 (“Effective Date”)~~ and is made by and ~~among~~between King County, a home rule charter county and a political subdivision of the State of Washington (“County”) and Cascade Water Alliance, a joint municipal utilities services authority (“Cascade”), (collectively, the “Parties,” and individually a “Party”~~”~~.) and shall take effect on the “Effective Date” defined in Section 3.01.

RECITALS

A. Cascade is a municipal corporation comprised of seven Members: the five cities of Bellevue, Issaquah, Kirkland, Redmond, and Tukwila, and the two water-sewer districts of Sammamish Plateau and Skyway (“Members”). These cities and districts formed Cascade as a joint municipal utility services authority under Chapter 39.106 RCW for the purpose of establishing a regional approach to providing a safe, clean, and reliable water supply to residents and businesses. Cascade is governed by a board of directors consisting of representatives appointed from each Member’s governing body.

B. Cascade’s regional water service area includes the individual retail service areas of its Members. Each Member owns, operates and maintains its own water distribution systems, including water treatment for independent water sources, maintenance of water quality within reservoirs and distribution systems, and local monitoring of water quality conditions. Cascade Members’ water service areas are included in Attachment 1 to this Agreement.

C. The County owns and operates five wastewater treatment plants, including the South Treatment Plant, Brightwater Treatment Plant, and Carnation Treatment Plant. The County produces Class A reclaimed water at these treatment plants, authorized under permits ST0007445, ST0045498, WA0032182, respectively. The Brightwater and Carnation Plants produce Class A reclaimed water through a process that includes membrane filtration and disinfection. The South Treatment Plant produces Class A reclaimed water through sand filtration and disinfection. By and through a piped conveyance system, filling stations, distribution agents, and other means, the County distributes, sells, or supplies reclaimed water off-site for irrigation, wetland enhancement, and commercial/industrial uses (“Distributes” or “Distribution”). The County’s existing reclaimed water customers and end uses or users located in Cascade’s regional water service area are identified on Attachment 2 to this Agreement.

D. The potential benefits of reclaimed water could include reducing wastewater discharges to Puget Sound, protecting the aquatic environment and the region’s freshwater resources, and preserving drinking water that would otherwise be used for irrigation. However, the use of reclaimed water should include consideration of any potential financial, public health, environmental and other impacts and a plan to address any impacts.

E. The County has initiated a system-wide planning effort that is intended to result in submission of a ~~“an updated “Regional Wastewater Systemwide Comprehensive Services Plan”~~ (“RWSP”) to the Metropolitan King County Council (“County Council”) with a recommendation

of formal action. The Parties are committed to exploring long-term approaches to integrated water management in a multi-governmental setting as part of the update to the RWSP. The County is also directed by King County Motion 13483, passed by the County Council on May 31, 2011, to develop “policies to guide planning for reclaimed water” (“Reclaimed Water Policies”) that, at a minimum, address the components in Section B.2.a.-d. of the Motion, and to recommend such Reclaimed Water Policies for consideration and action by the County Council.

~~F. The County and Cascade, on behalf of Cascade’s Members, have engaged in a series of good faith negotiations to address issues related to decision making as to Distribution and use of reclaimed water in the service areas of Cascade’s Members, including through the regional discussions that include other water utilities. The Parties have agreed to enter this Agreement to continue the work to develop a framework for Distribution and use of reclaimed water. This Agreement does not commit the County to amounts in excess of an appropriation. On January 10, 2019, the County and Cascade entered into an Agreement to Coordinate Reclaimed Water which terminates on December 31, 2025 (the “Existing Agreement”). It is the intent of the County and Cascade to continue to collaborate on a framework for Distribution and use of reclaimed water and to consider ways that reclaimed water uses can complement potable water uses in a mutually and regionally beneficial manner. The Parties intend for this Agreement to amend and restate the Existing Agreement.~~

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1: Purpose and Intent

1.01 The Parties intend to ~~negotiate and develop an approach to~~ coordinate the Distribution and use of reclaimed water in Cascade’s service area. This Agreement is intended to provide certainty to the Parties and stakeholders by restating, amending, and extending the duration of the Existing Agreement.~~The Parties will draft an agreement template that the County would enter into with individual water systems, and the template will include a dispute resolution process for resolving disagreements between the County and individual Members (“Template”).~~

1.02 ~~After preparation of the Template, the Parties contemplate that the County will proceed to negotiate and enter into an individual interlocal agreement with each Cascade Member where the County currently Distributes or plans to Distribute reclaimed water to provide specific terms and conditions regarding reclaimed water activities in the applicable Cascade Member’s service area.~~

The Parties agree that the Distribution and use of reclaimed water in Cascade’s service area shall be limited to uses that do not displace uses of potable water by customers of Cascade’s Members.

~~2.01~~1.03 Beginning on the Effective DateFor the duration of this Agreement, the County will not add new reclaimed water customers or end uses or users inside the service area of a Cascade Member until and unless the County and the relevant Cascade Member have entered an

Interlocal Agreement consistent with the Template regarding that subject matter, except for uses mutually agreed upon in writing between a Cascade Member and the County. Written agreements shall be consistent with Section 1.02 above.

1.034 ~~In such negotiations with each Cascade Member,~~ Cascade will continue to support and facilitate ~~such negotiations with between~~ the County ~~and a Cascade Member,~~ assist in resolving any technical or disputed issues and maintaining consistency with Cascade policies, and otherwise support the negotiation, drafting, and execution of any ~~interlocal~~ agreement by and between the County and a Cascade Member pursuant to Section 1.03.

1.045 The Parties fully commit to the reclaimed water discussions and agree to not pursue reclaimed water legislation in the Washington State Legislature for the term of this Agreement.

Section 2: Reclaimed Water Coordination

2.01 The County will update its reclaimed water policies through the update to its Regional Wastewater Services Plan. The County will coordinate and collaborate with Cascade in the update to these policies. This will include evaluation of the following policy areas:

- The County's intended Distribution area for reclaimed water, the Cascade Member's current and future service area, and terms and conditions for reclaimed water Distribution in Cascade's service area;
- Planning coordination, including integration of reclaimed water into regional and individual wastewater, water supply, and capital improvement plans;
- Decision-making for reclaimed water within the Cascade Member's current and future service area and costs and funding of the same;
- Terms and conditions regarding any use agreements or third-party Distribution agents;
- Protection of drinking water sources, and provisions for monitoring, sampling, and protective actions;
- Environmental uses of reclaimed water such as wetlands or streamflow augmentation; and.
- Dispute resolution process.

~~2.01 Beginning on the Effective Date of this Agreement, the County will not add new reclaimed water customers or end uses or users inside the service area of a Cascade Member until and unless the County and the relevant Cascade Member have entered an Interlocal Agreement consistent with the Template regarding that subject matter.~~

2.02 ~~As of the Effective Date~~ Notwithstanding any provision in this Agreement, all of the County's existing agreements with existing reclaimed water customers and end uses/users located on parcels in Cascade's service area ~~will be exempt, to the extent of the beneficial use or area of use, from the foregoing restriction in section 2.01~~ shall not be affected or modified by this Agreement. Said existing reclaimed water agreements are expressly authorized and permitted and shall remain in full force and effect pursuant to their original terms. A complete list of Existing-existing reclaimed water customers and, end uses/users of and parcels where reclaimed water is used within each Cascade Member service area ~~are listed,~~ along with use quantities and

locations, ~~in Attachment 1 to this Agreement~~ is attached to this Agreement as Attachment 2 and it is incorporated herein by this reference.

~~2.03 Upon execution of this Agreement, the Parties will meet and confer about beginning, scheduling, and planning negotiations and work sessions to prepare the Template.~~

2.04 The Parties intend to prepare the Template by December 31, 2020 and the Template shall include and address at least the following elements:

- ~~• The County's intended Distribution area for reclaimed water, the Cascade Member's current and future service area, and terms and conditions for reclaimed water Distribution;~~
- ~~• Planning coordination, including integration of reclaimed water into regional and individual wastewater, water supply, and capital improvement plans;~~
- ~~• Decision-making for reclaimed water within the Cascade Member's current and future service area and costs and funding of the same;~~
- ~~• Terms and conditions regarding any use agreements or third-party Distribution agents;~~
- ~~• Protection of drinking water sources, and provisions for monitoring, sampling, and protective actions;~~
- ~~• Environmental uses of reclaimed water such as wetlands or streamflow augmentation; and~~
- ~~• Dispute resolution process.~~

~~2.05-03 Notwithstanding the requirements of paragraph 2.01 above, in In~~ the event that a Cascade Member and the County agree, ~~in writing prior to the termination of this Agreement, as to a new use or end user of reclaimed water at a new location, the Cascade Member and the County will would attach any and all such "new user" writings as exhibits to the Interlocal Agreement that is later entered consistent with paragraph 2.01~~ enter into a written agreement that provides specific terms and conditions regarding reclaimed water Distribution and activities consistent with Section 1.02 of this Agreement. Nothing in this Agreement is intended to terminate or otherwise affect any existing agreement between the County and any Cascade Member.

Section 3: Administrative Provisions

3.01 ~~WhenIf~~ both Parties shall have duly approved and signed this Agreement, then this Agreement shall become effective as of ~~January 1, 2019~~ August 31, 2025 ("Effective Date"). This Agreement shall terminate upon action by the ~~County Executive to transmit the following documents to the~~ County Council ~~for action with a recommendation of formal approval or adoption to adopt:~~ 1) the updated Wastewater Systemwide Comprehensive Plan, either as an independent document or as an update or amendment of the 1999 Regional Wastewater Services Plan, and 2) a proposed ordinance amending existing King County Code section 28.86.100 (Water reuse policies) to include the Reclaimed Water Policies called for in Motion 13483. ~~In the event that the foregoing events have not taken place by the seventh (7th) anniversary of this Agreement, then this Agreement will terminate on January 1, 2026.~~ Notwithstanding this provision, this Agreement shall not terminate prior to December 31, 2029.

3.02 The Parties acknowledge that nothing in this Agreement shall be construed as limiting the legislative powers of the County Council regarding reclaimed water policies.

3.03 No separate legal or administrative entity is created by this Agreement.

3.04 Any joint or cooperative undertaking resulting from this Agreement does not require the joint financing, budgeting, acquisition, holding or disposal of any real or personal property.

3.05 To the extent necessary, this Agreement shall be administered jointly by the County's Wastewater Treatment Division and the Cascade's Chief Executive Officer.

Section 4: General

4.01 This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in state court in King County, Washington. The Parties' obligations under this Agreement are unique and, in the event of a breach, it may be impracticable to measure the resulting damages. Notwithstanding the availability of legal remedies, each Party will be entitled to obtain specific performance, injunctive relief, or other equitable relief requiring the other Party to cure or refrain from repeating any breach or default. Accordingly, each Party expressly waives the defense that a remedy in damages will be adequate and any and all requirements for posting of a bond or other security.

4.02 Unless otherwise specified in the Agreement, All notices and/or correspondence hereunder, shall be mailed or hand-delivered and addressed as follows required or permitted pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail:

To Cascade: Chief Executive Officer
Cascade Water Alliance
520 112th Ave. NE, Suite 400
Bellevue, WA 98004
contact@cascadewater.org

To County: Division Director, King County Executive Wastewater Treatment
kgurol@kingcounty.gov
King County Chinook Building
401 5th Ave. Suite 800
Seattle, WA 98104

4.03 If any part or provision of this Agreement is held invalid or unenforceable as written, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed under applicable law.

4.04 The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach.

4.05 The term "Party" as used in this Agreement shall include, but not be limited to, the Party's employees, staff, agents, contractors, sub-contractors and any other persons, parties or entities acting on behalf of or providing services to the Party for the purposes set forth herein.

4.06 This Agreement is made for the sole benefit of the Parties and is not intended to benefit any other person or entity.

4.07 This Agreement may be executed in counterparts, each of which shall be deemed an original and with the same effect as if the Parties had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

4.08 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement and its provisions may be amended, supplemented, or terminated only by a writing duly approved and signed by each Party.

4.09 The Parties represent and warrant this Agreement is duly authorized, that each Party has the full power and authority to enter into this Agreement and to carry out the actions required of them by this Agreement, and all persons signing this Agreement in a representative capacity represent and warrant they have the full power and authority to bind their respective entities.

4.10 It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through meetings and discussions. If unsuccessful, then the Parties agree to submit the dispute to mediation administered by a professional mediator before resorting to a lawsuit. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation at the mediation.

4.11 The Parties agree to perform all duties and obligations in this Agreement with due diligence and in good faith. Time is of the essence to perform all duties and obligations in this Agreement.

4.12 As of the Effective Date, this Agreement amends, restates, and replaces in its entirety the Existing Agreement and the Existing Agreement shall be of no further force and effect.

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

CASCADE WATER ALLIANCE

KING COUNTY

By: _____

By: _____

~~John Stokes~~Penny Sweet, Chair, Board of
Directors

~~Dow Constantine, County Executive~~
Kamuron Gurol, Division Director, King
County Wastewater Treatment Division

Dated: _____

Dated: _____

Approval as to form and validity:

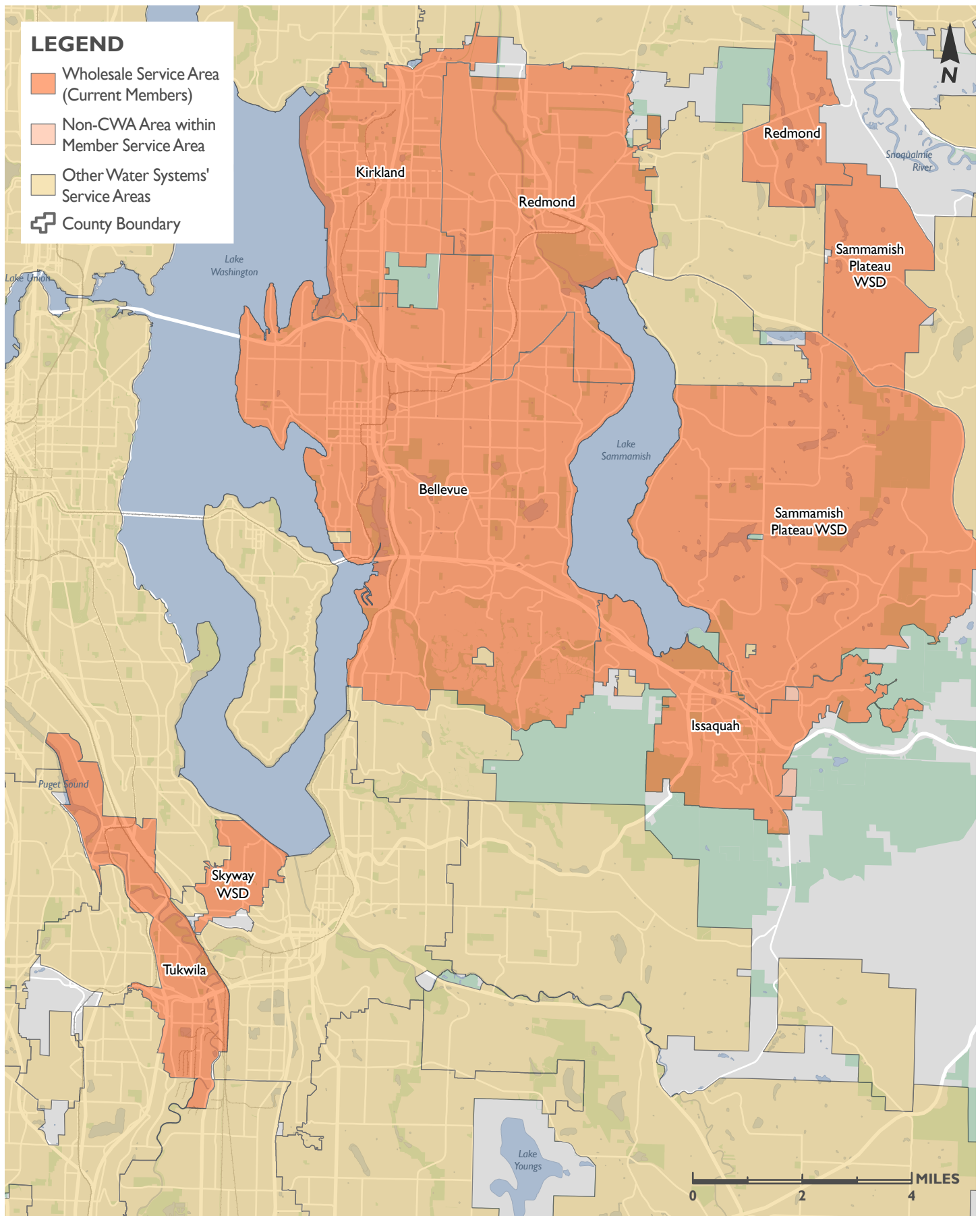
Approval as to form and validity:

Counsel for Cascade Water Alliance

King County Deputy Prosecuting Attorney

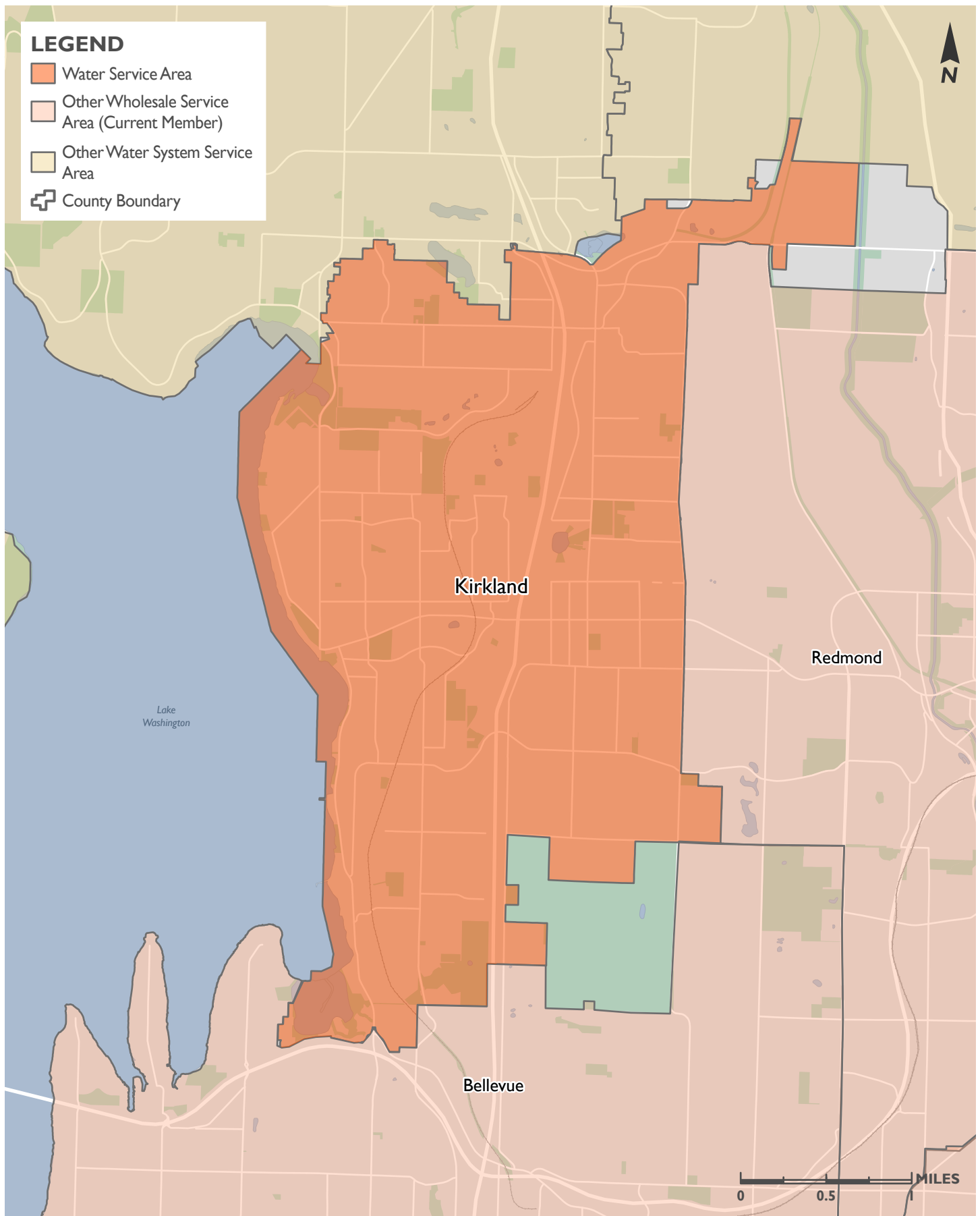
ATTACHMENT 1

[Attach water service area map for each Cascade Member.]



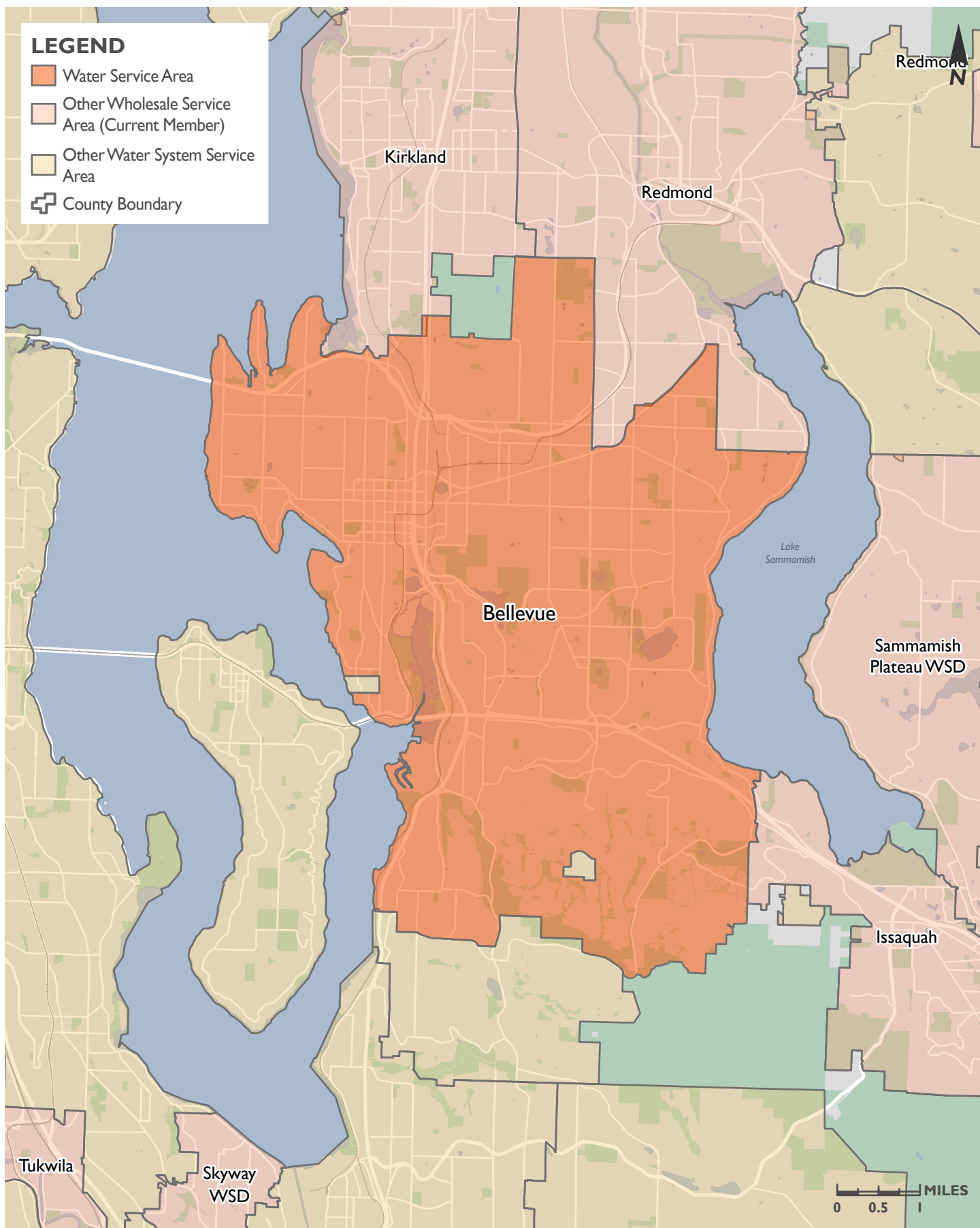
Current Member Water Service Areas Serving Cascade Water

Figure 1



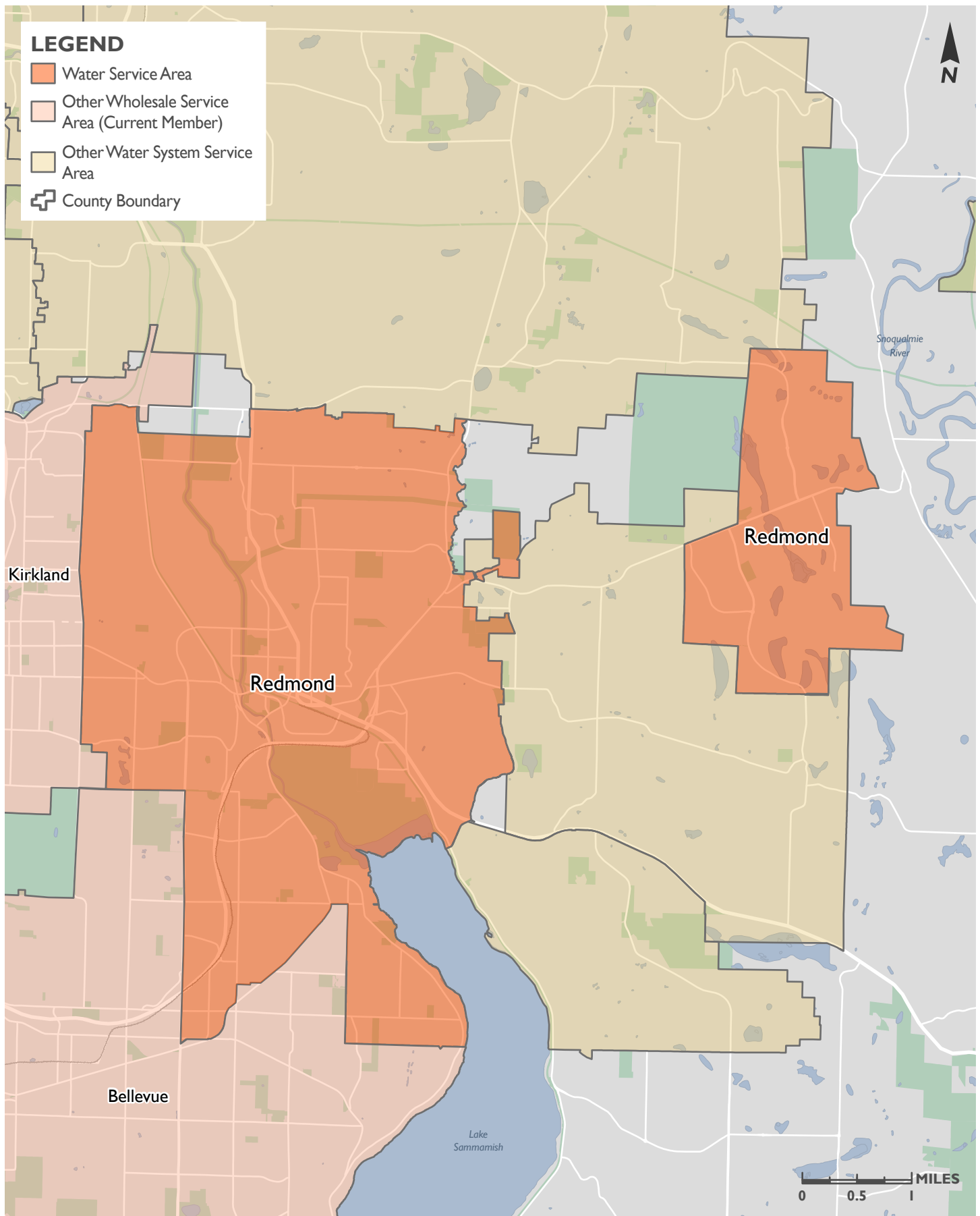
Kirkland Water Service Area

Figure 2



Bellevue Water Service Area

Figure 3

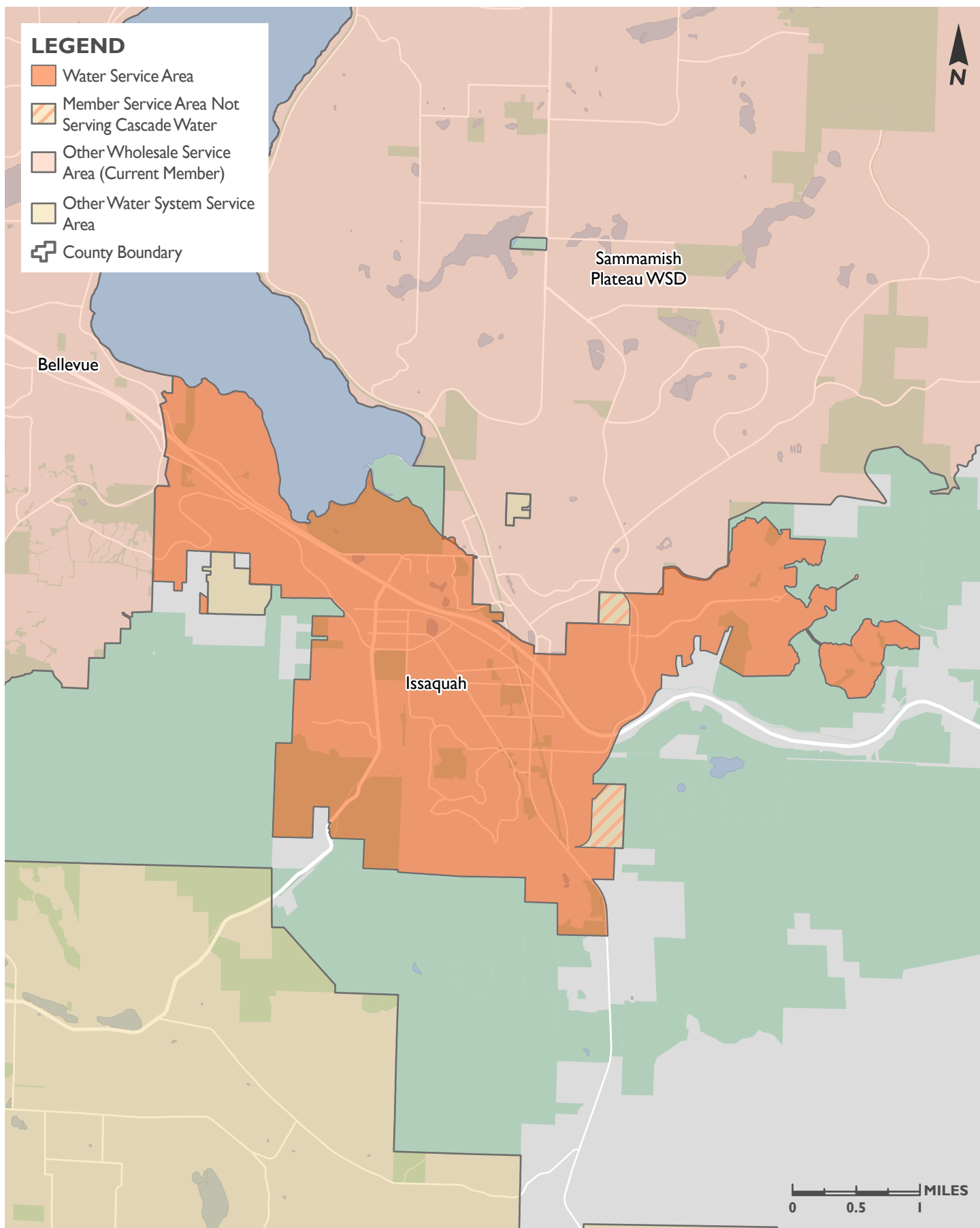


Redmond Water Service Area

Figure 4

Cascade Water Alliance



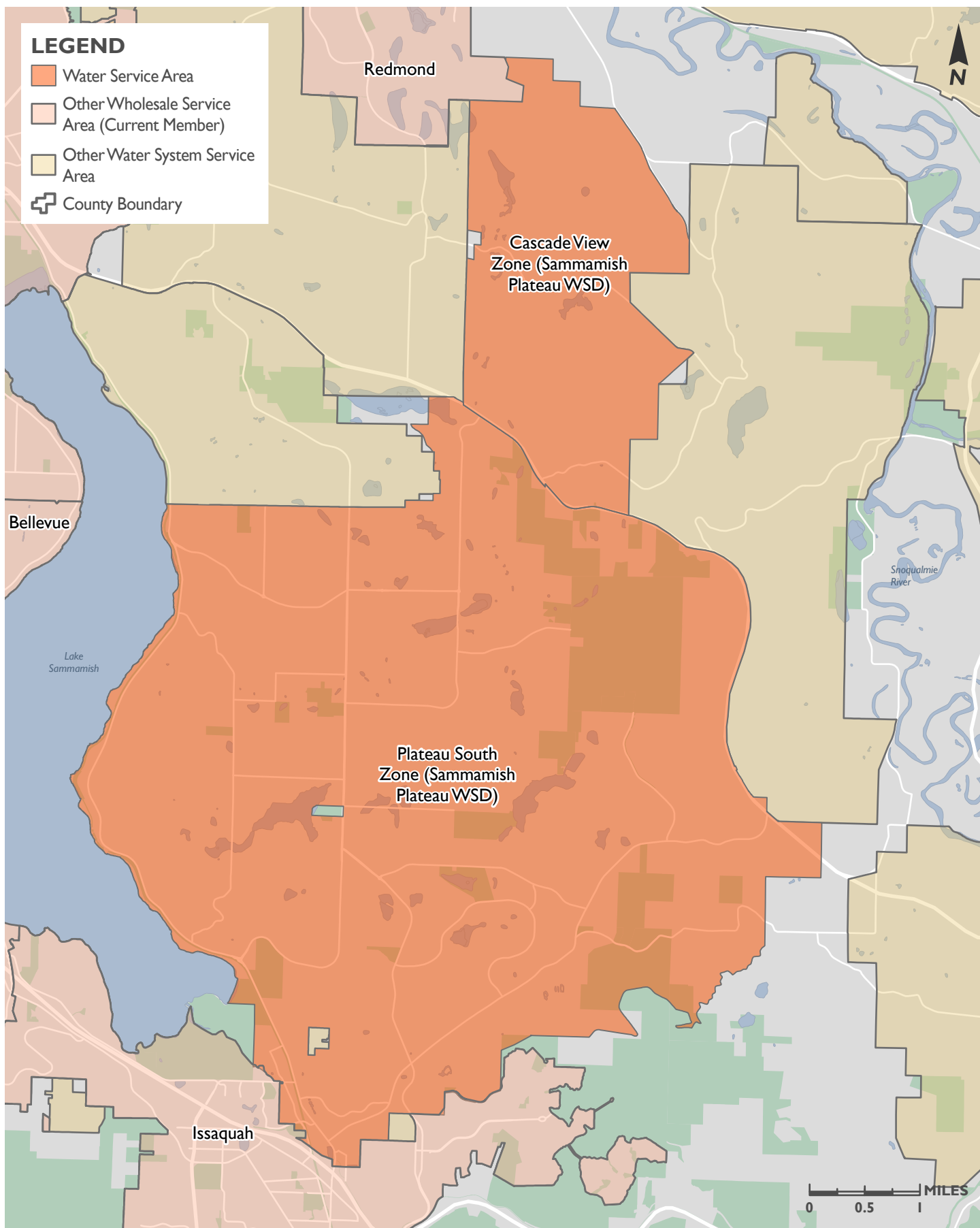


Issaquah Water Service Area

Figure 5

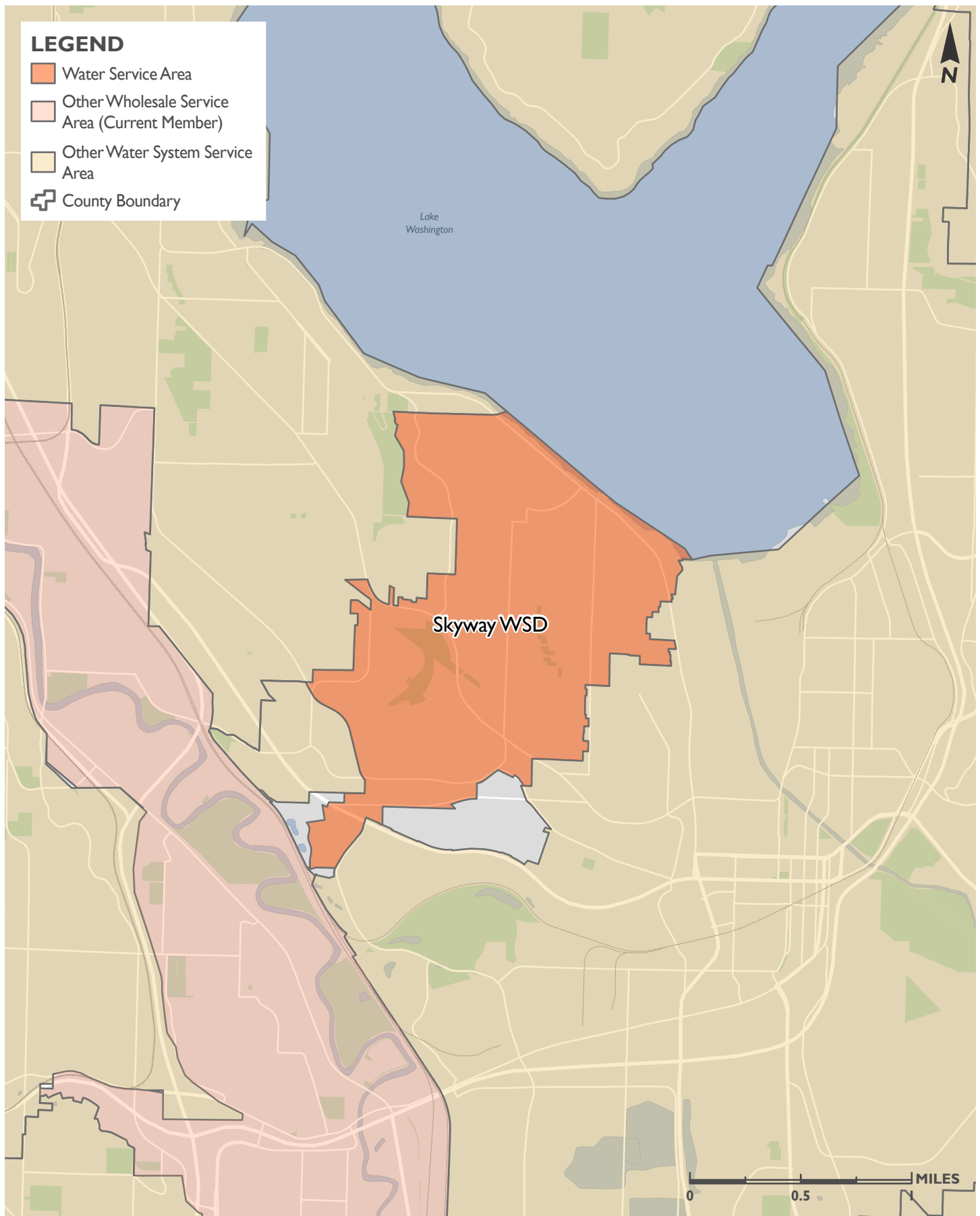
Cascade Water Alliance





Sammamish Plateau WSD Water Service Area

Figure 6

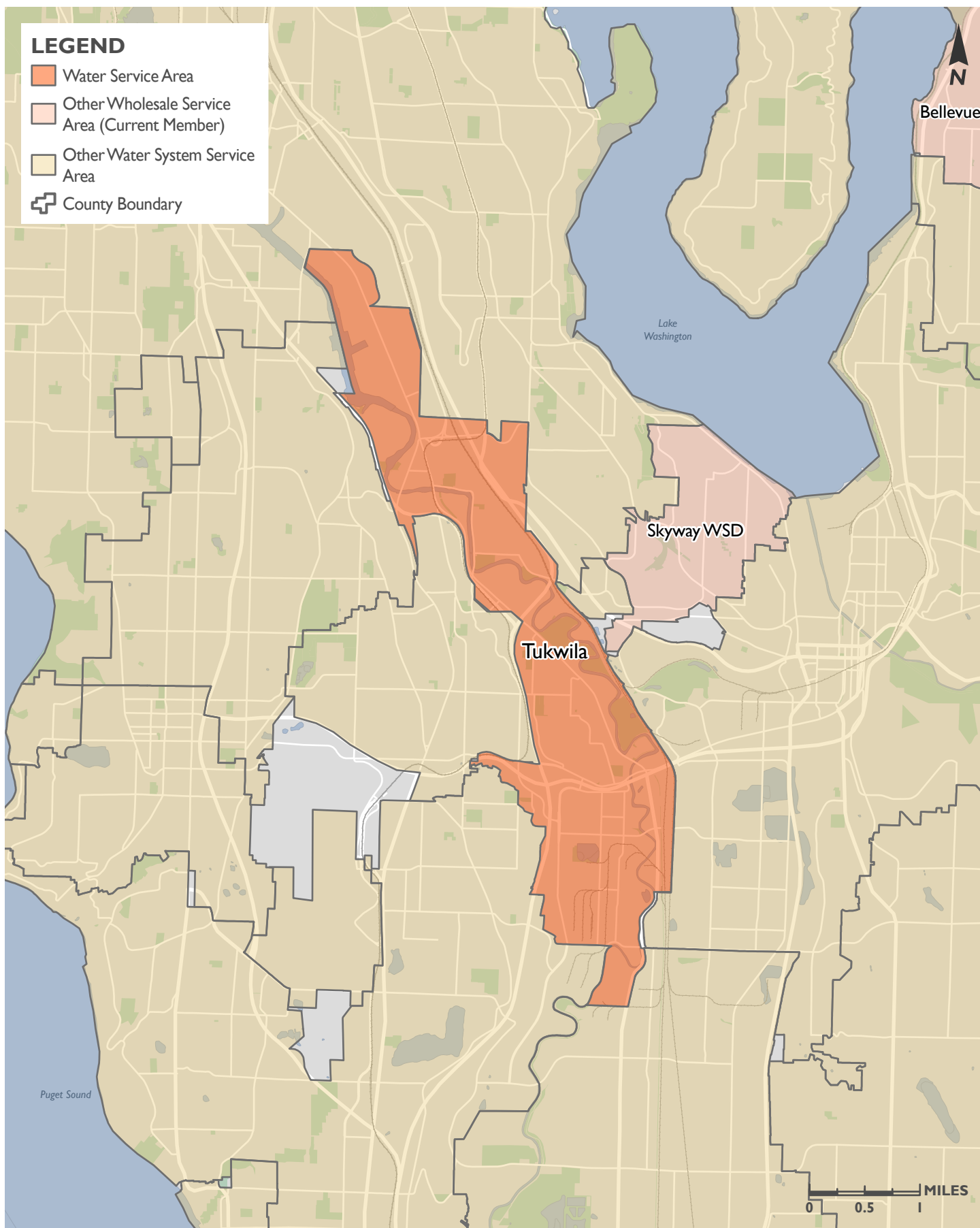


Skyway WSD Service Area

Figure 7

Cascade Water Alliance





Tukwila Water Service Area

Figure 8

ATTACHMENT 2

As of ~~January 1, 2019~~August 31, 2025, the following is a complete and accurate accounting of all existing customers and end uses or users of King County reclaimed water that are located in Cascade's regional water service area.

[Attach names, location, type of use, quantity of use, size of area of use or application, other specifying information for each customer and end use/user.]

King County Existing Reclaimed Water Customers and Annual Use in Cascade Water Alliance Member Service Area

~~January 2019~~

August 2025

Brightwater			
Reclaimed Water Use	Type of Use	Annual Volume	Parcel(s) Number
York Pump Station Irrigation	Irrigation	0.01-0.6 MG	272605-9108
York Reclaimed Water Fill Station	Irrigation, Commercial/Industrial	Varies 0.006 MG (2018)	Facility: 272605-9108 Use Site: Varies
60 Acres Park/Lake Washington Youth Soccer Association	Irrigation	3 MG – 33 MG	352605-9074 942850-0080
Willows Run Golf Course	Irrigation	40 – 70 MG	342605-9062 342605-9068 342605-9061 342605-9069 342605-9018 342605-9030 342605-9033 342605-9032 342605-9028 342605-9020 352605-9040
Buttonwood Tree Farm	Irrigation	0.3 MG	272605-9076
South Plant/Tukwila			
Tukwila Distribution: Starfire Sports Complex Interurban Ave landscape	Irrigation	2.6 MG	232304-9001
Fosters Golf Course (in development)	Irrigation	20-48 MG	000300-0049 377920-0255

Amended and Restated Agreement to Coordinate Reclaimed Water

This Amended and Restated Agreement to Coordinate Reclaimed Water (“Agreement”) is made by and between King County, a home rule charter county and a political subdivision of the State of Washington (“County”) and Cascade Water Alliance, a joint municipal utilities services authority (“Cascade”), (collectively, the “Parties,” and individually a “Party”) and shall take effect on the “Effective Date” defined in Section 3.01.

RECITALS

A. Cascade is a municipal corporation comprised of seven Members: the five cities of Bellevue, Issaquah, Kirkland, Redmond, and Tukwila, and the two water-sewer districts of Sammamish Plateau and Skyway (“Members”). These cities and districts formed Cascade as a joint municipal utility services authority under Chapter 39.106 RCW for the purpose of establishing a regional approach to providing a safe, clean, and reliable water supply to residents and businesses. Cascade is governed by a board of directors consisting of representatives appointed from each Member’s governing body.

B. Cascade’s regional water service area includes the individual retail service areas of its Members. Each Member owns, operates and maintains its own water distribution systems, including water treatment for independent water sources, maintenance of water quality within reservoirs and distribution systems, and local monitoring of water quality conditions. Cascade Members’ water service areas are included in Attachment 1 to this Agreement.

C. The County owns and operates five wastewater treatment plants, including the South Treatment Plant, Brightwater Treatment Plant, and Carnation Treatment Plant. The County produces Class A reclaimed water at these treatment plants, authorized under permits ST0007445, ST0045498, WA0032182, respectively. The Brightwater and Carnation Plants produce Class A reclaimed water through a process that includes membrane filtration and disinfection. The South Treatment Plant produces Class A reclaimed water through sand filtration and disinfection. By and through a piped conveyance system, filling stations, distribution agents, and other means, the County distributes, sells, or supplies reclaimed water off-site for irrigation, wetland enhancement, and commercial/industrial uses (“Distributes” or “Distribution”). The County’s existing reclaimed water customers and end uses or users located in Cascade’s regional water service area are identified on Attachment 2 to this Agreement.

D. The potential benefits of reclaimed water could include reducing wastewater discharges to Puget Sound, protecting the aquatic environment and the region’s freshwater resources, and preserving drinking water that would otherwise be used for irrigation. However, the use of reclaimed water should include consideration of any potential financial, public health, environmental and other impacts and a plan to address any impacts.

E. The County has initiated a system-wide planning effort that is intended to result in submission of an updated “Regional Wastewater Services Plan” (“RWSP”) to the Metropolitan King County Council (“County Council”) with a recommendation of formal action. The Parties are committed to exploring long-term approaches to integrated water management in a multi-

governmental setting as part of the update to the RWSP. The County is also directed by King County Motion 13483, passed by the County Council on May 31, 2011, to develop “policies to guide planning for reclaimed water” (“Reclaimed Water Policies”) that, at a minimum, address the components in Section B.2.a.-d. of the Motion, and to recommend such Reclaimed Water Policies for consideration and action by the County Council.

F. On January 10, 2019, the County and Cascade entered into an Agreement to Coordinate Reclaimed Water which terminates on December 31, 2025 (the “Existing Agreement”). It is the intent of the County and Cascade to continue to collaborate on a framework for Distribution and use of reclaimed water and to consider ways that reclaimed water uses can complement potable water uses in a mutually and regionally beneficial manner. The Parties intend for this Agreement to amend and restate the Existing Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1: Purpose and Intent

1.01 The Parties intend to coordinate the Distribution and use of reclaimed water in Cascade’s service area. This Agreement is intended to provide certainty to the Parties and stakeholders by restating, amending, and extending the duration of the Existing Agreement.

1.02 The Parties agree that the Distribution and use of reclaimed water in Cascade’s service area shall be limited to uses that do not displace uses of potable water by customers of Cascade’s Members.

1.03 For the duration of this Agreement, the County will not add new reclaimed water customers or end uses or users inside the service area of a Cascade Member except for uses mutually agreed upon in writing between a Cascade Member and the County. Written agreements shall be consistent with Section 1.02 above.

1.04 Cascade will continue to support and facilitate negotiations between the County and a Cascade Member, assist in resolving any technical or disputed issues and maintaining consistency with Cascade policies, and otherwise support the negotiation, drafting, and execution of any agreement by and between the County and a Cascade Member pursuant to Section 1.03.

1.05 The Parties fully commit to the reclaimed water discussions and agree to not pursue reclaimed water legislation in the Washington State Legislature for the term of this Agreement.

Section 2: Reclaimed Water Coordination

2.01 The County will update its reclaimed water policies through the update to its Regional Wastewater Services Plan. The County will coordinate and collaborate with Cascade in the update to these policies. This will include evaluation of the following policy areas:

- The County’s intended Distribution area for reclaimed water, the Cascade Member’s current and future service area, and terms and conditions for reclaimed water Distribution in Cascade’s service area;
- Planning coordination, including integration of reclaimed water into regional and individual wastewater, water supply, and capital improvement plans;
- Decision-making for reclaimed water within the Cascade Member’s current and future service area and costs and funding of the same;
- Terms and conditions regarding any use agreements or third-party Distribution agents;
- Protection of drinking water sources, and provisions for monitoring, sampling, and protective actions;
- Environmental uses of reclaimed water such as wetlands or streamflow augmentation.

2.02 Notwithstanding any provision in this Agreement, all of the County’s existing agreements with existing reclaimed water customers and end uses/users located on parcels in Cascade’s service area shall not be affected or modified by this Agreement. Said existing reclaimed water agreements are expressly authorized and permitted and shall remain in full force and effect pursuant to their original terms. A complete list of existing reclaimed water customers, end uses/users and parcels where reclaimed water is used within each Cascade Member service area along with use quantities and locations, is attached to this Agreement as Attachment 2 and it is incorporated herein by this reference.

2.03 In the event that a Cascade Member and the County agree to a new use or end user of reclaimed water at a new location, the Cascade Member and the County will enter into a written agreement that provides specific terms and conditions regarding reclaimed water Distribution and activities consistent with Section 1.02 of this Agreement. Nothing in this Agreement is intended to terminate or otherwise affect any existing agreement between the County and any Cascade Member.

Section 3: Administrative Provisions

3.01 If both Parties shall have duly approved and signed this Agreement, then this Agreement shall become effective as of August 31, 2025 (“Effective Date”). This Agreement shall terminate upon action by the County Council to adopt: 1) the updated Wastewater Systemwide Comprehensive Plan, either as an independent document or as an update or amendment of the 1999 Regional Wastewater Services Plan, and 2) a proposed ordinance amending existing King County Code section 28.86.100 (Water reuse policies) to include the Reclaimed Water Policies called for in Motion 13483. Notwithstanding this provision, this Agreement shall not terminate prior to December 31, 2029.

3.02 The Parties acknowledge that nothing in this Agreement shall be construed as limiting the legislative powers of the County Council regarding reclaimed water policies.

3.03 No separate legal or administrative entity is created by this Agreement.

3.04 Any joint or cooperative undertaking resulting from this Agreement does not require the joint financing, budgeting, acquisition, holding or disposal of any real or personal property.

3.05 To the extent necessary, this Agreement shall be administered jointly by the County's Wastewater Treatment Division and the Cascade's Chief Executive Officer.

Section 4: General

4.01 This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in state court in King County, Washington. The Parties' obligations under this Agreement are unique and, in the event of a breach, it may be impracticable to measure the resulting damages. Notwithstanding the availability of legal remedies, each Party will be entitled to obtain specific performance, injunctive relief, or other equitable relief requiring the other Party to cure or refrain from repeating any breach or default. Accordingly, each Party expressly waives the defense that a remedy in damages will be adequate and any and all requirements for posting of a bond or other security.

4.02 Unless otherwise specified in the Agreement, all notices and correspondence required or permitted pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail:

To Cascade: Chief Executive Officer
 Cascade Water Alliance
 contact@cascadewater.org

To County: Division Director, King County Wastewater Treatment Division
 kgurol@kingcounty.gov

4.03 If any part or provision of this Agreement is held invalid or unenforceable as written, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed under applicable law.

4.04 The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach.

4.05 The term Party as used in this Agreement shall include, but not be limited to, the Party's employees, staff, agents, contractors, sub-contractors and any other persons, parties or entities acting on behalf of or providing services to the Party for the purposes set forth herein.

4.06 This Agreement is made for the sole benefit of the Parties and is not intended to benefit any other person or entity.

4.07 This Agreement may be executed in counterparts, each of which shall be deemed an original and with the same effect as if the Parties had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

4.08 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement and its provisions may be amended, supplemented, or terminated only by a writing duly approved and signed by each Party.

4.09 The Parties represent and warrant this Agreement is duly authorized, that each Party has the full power and authority to enter into this Agreement and to carry out the actions required of them by this Agreement, and all persons signing this Agreement in a representative capacity represent and warrant they have the full power and authority to bind their respective entities.

4.10 It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through meetings and discussions. If unsuccessful, then the Parties agree to submit the dispute to mediation administered by a professional mediator before resorting to a lawsuit. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation at the mediation.

4.11 The Parties agree to perform all duties and obligations in this Agreement with due diligence and in good faith. Time is of the essence to perform all duties and obligations in this Agreement.

4.12 As of the Effective Date, this Agreement amends, restates, and replaces in its entirety the Existing Agreement and the Existing Agreement shall be of no further force and effect.

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

CASCADE WATER ALLIANCE

KING COUNTY

By: _____

By: _____

Penny Sweet, Chair, Board of Directors

Kamuron Gurol, Division Director, King
County Wastewater Treatment Division

Dated: _____

Dated: _____

Approval as to form and validity:

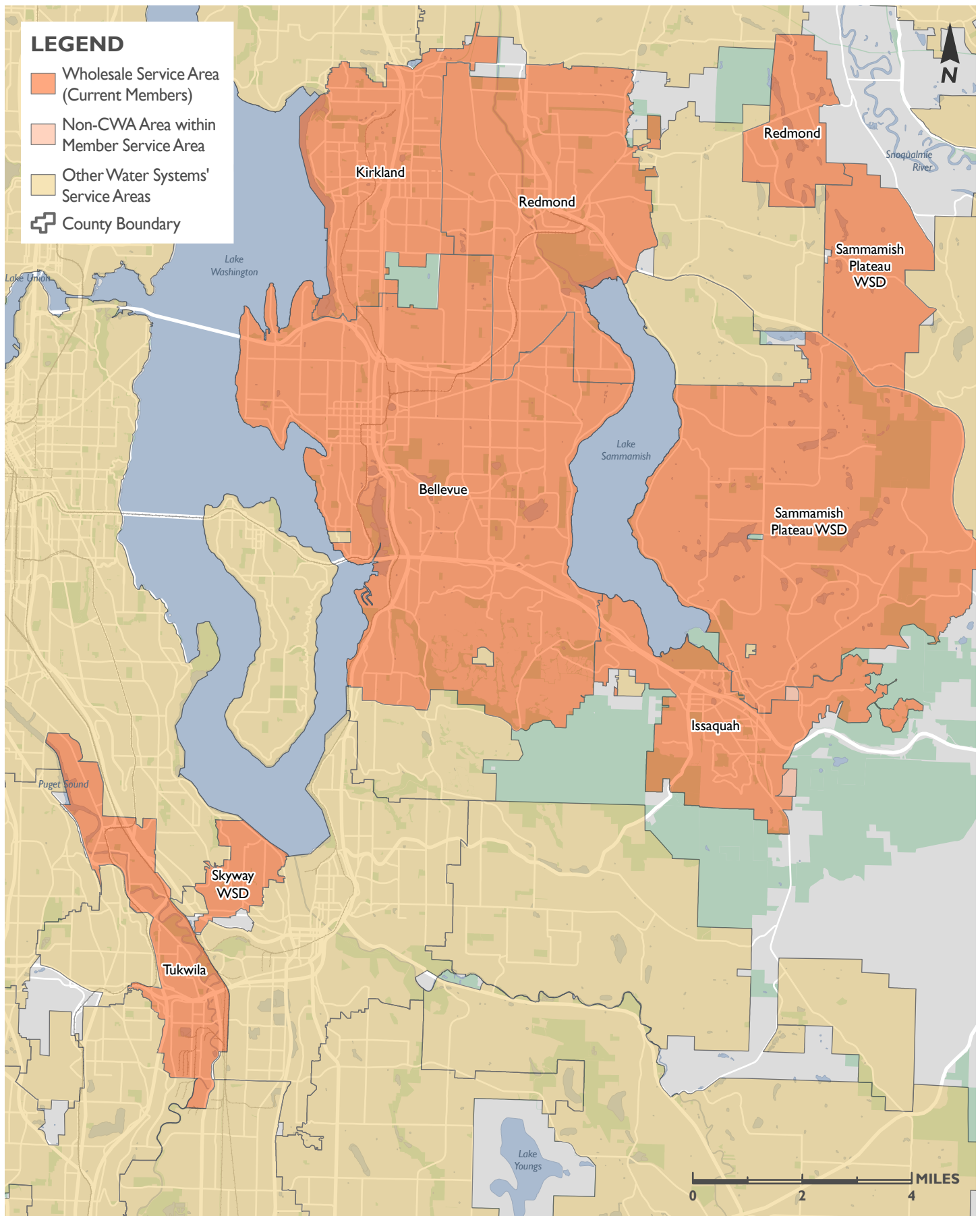
Approval as to form and validity:

Counsel for Cascade Water Alliance

King County Deputy Prosecuting Attorney

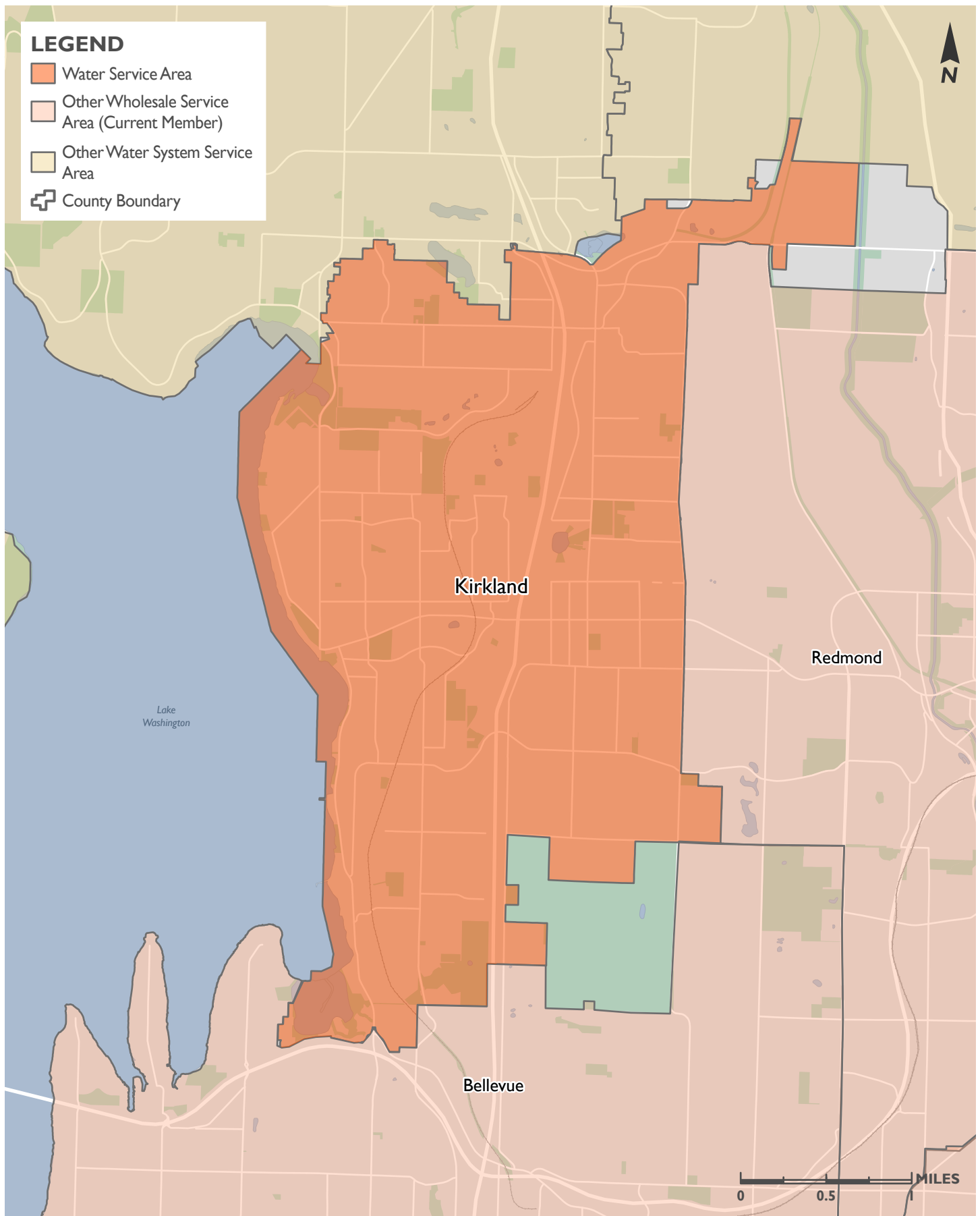
ATTACHMENT 1

[Attach water service area map for each Cascade Member.]



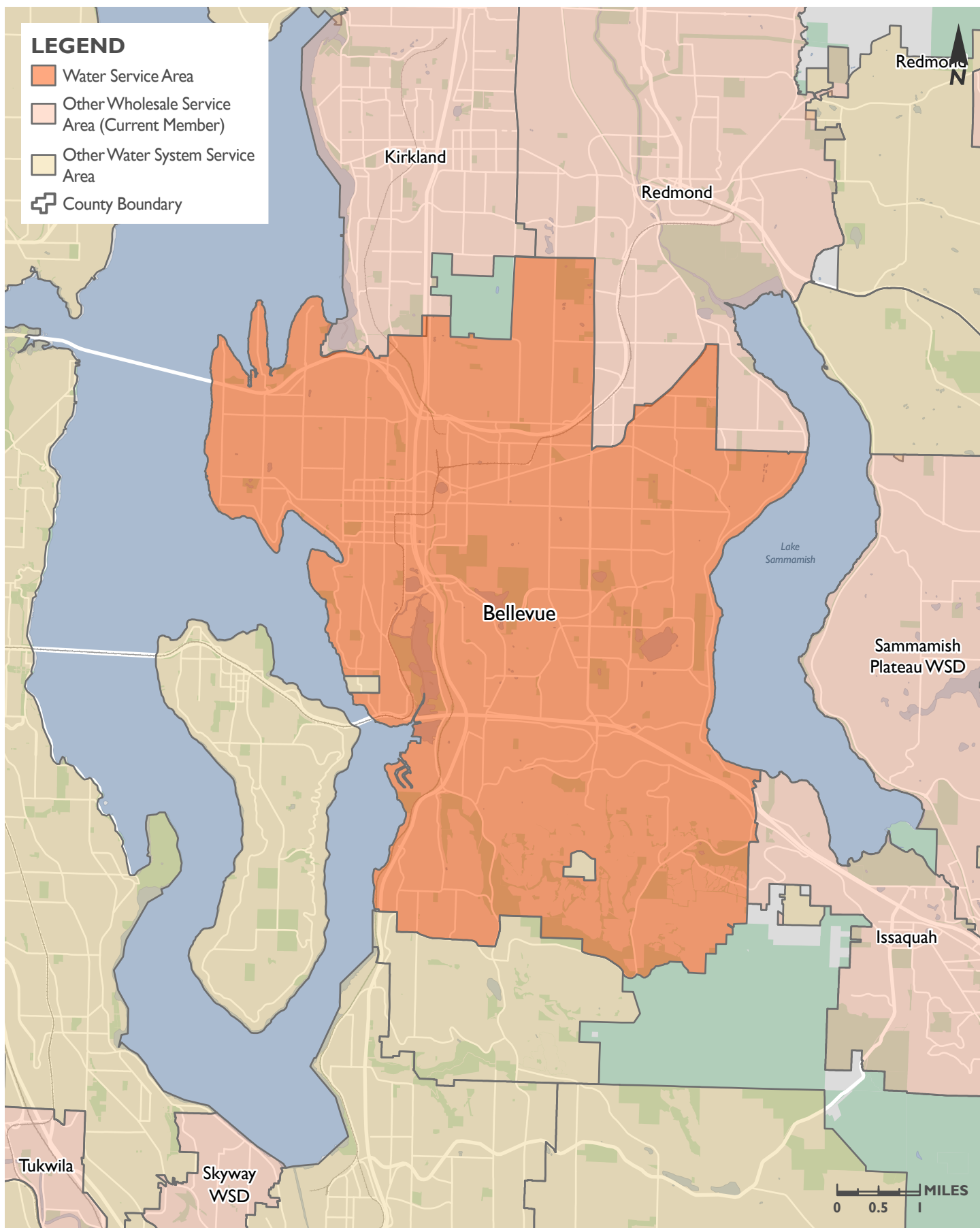
Current Member Water Service Areas Serving Cascade Water

Figure 1



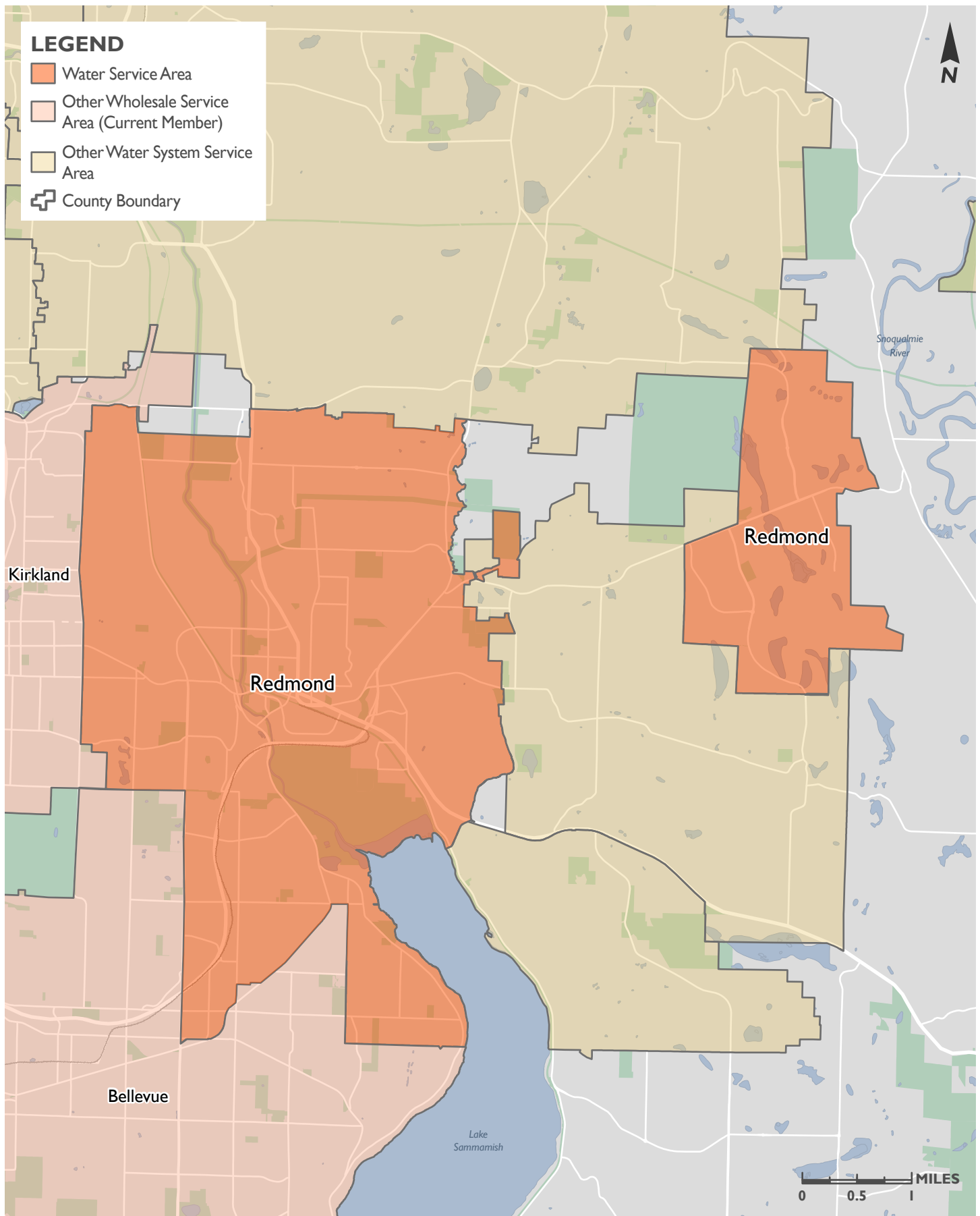
Kirkland Water Service Area

Figure 2



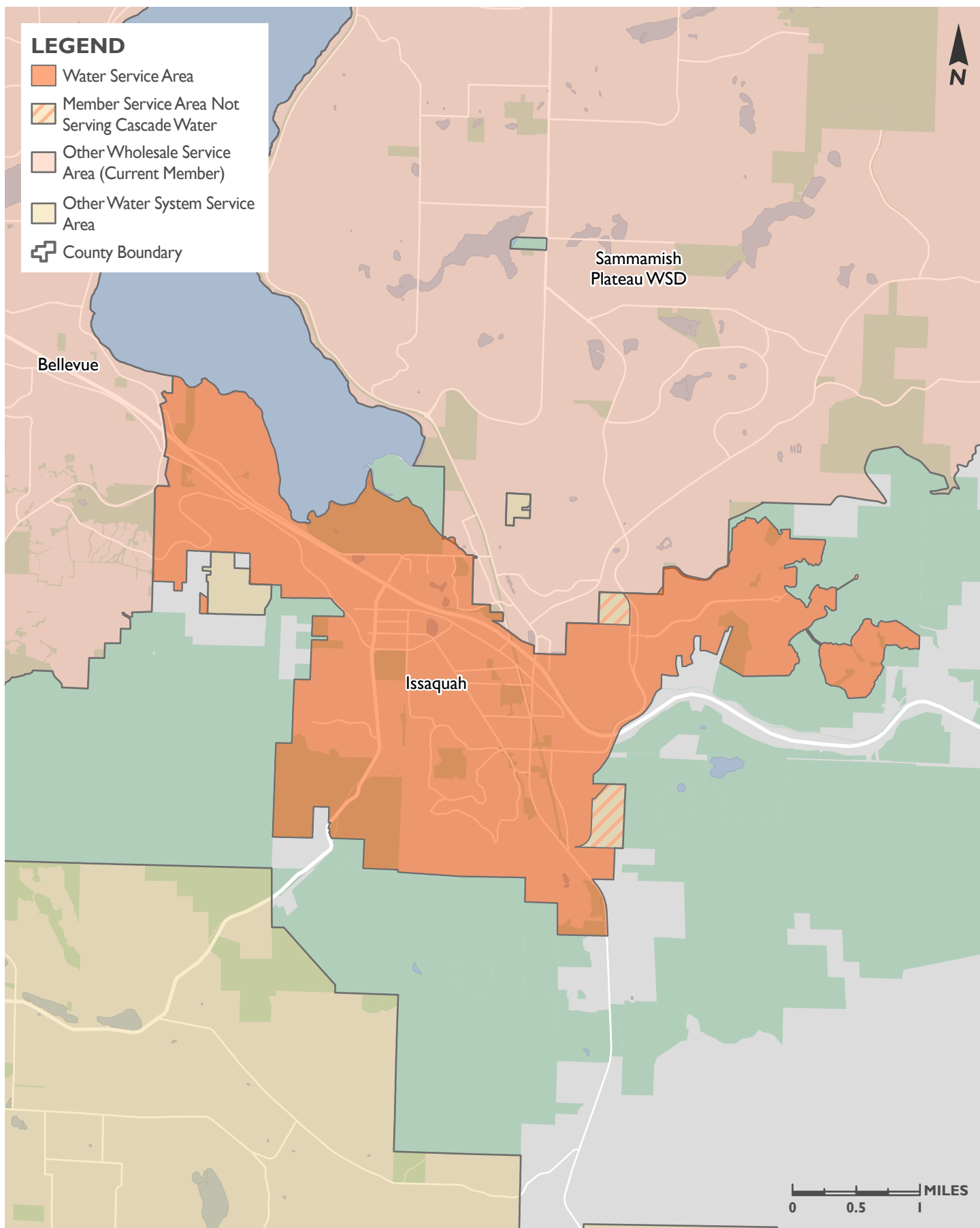
Bellevue Water Service Area

Figure 3



Redmond Water Service Area

Figure 4

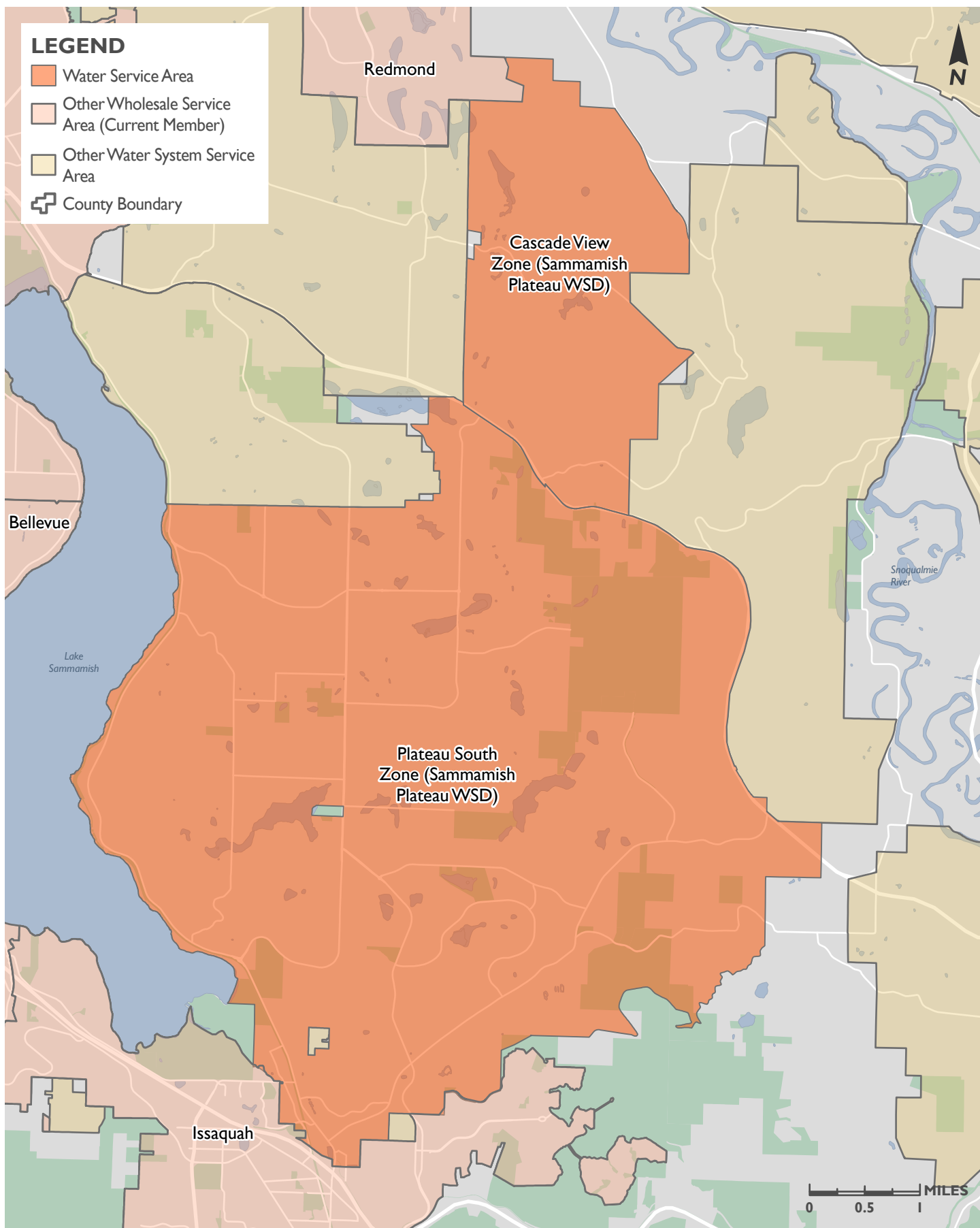


Issaquah Water Service Area

Figure 5

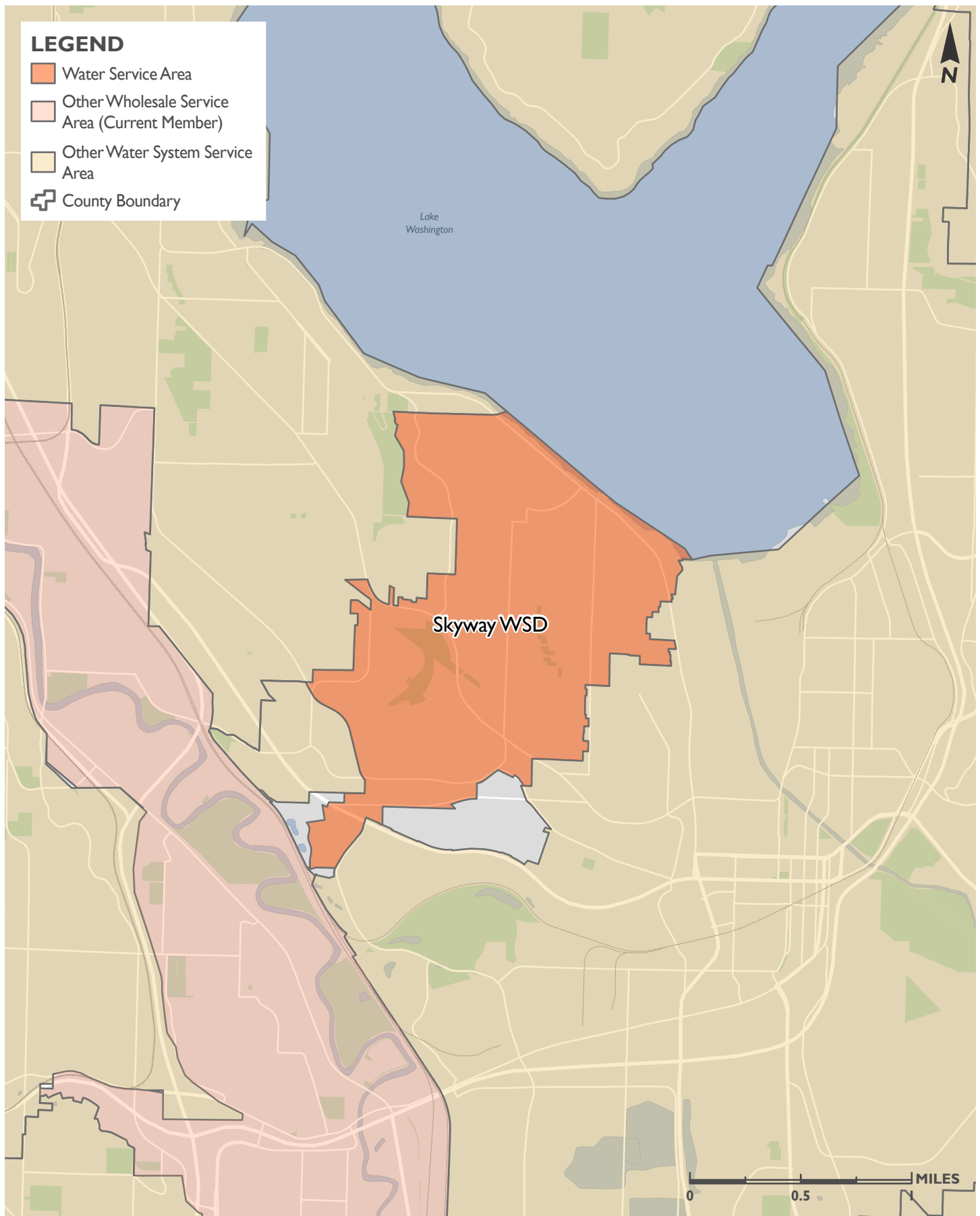
Cascade Water Alliance





Sammamish Plateau WSD Water Service Area

Figure 6

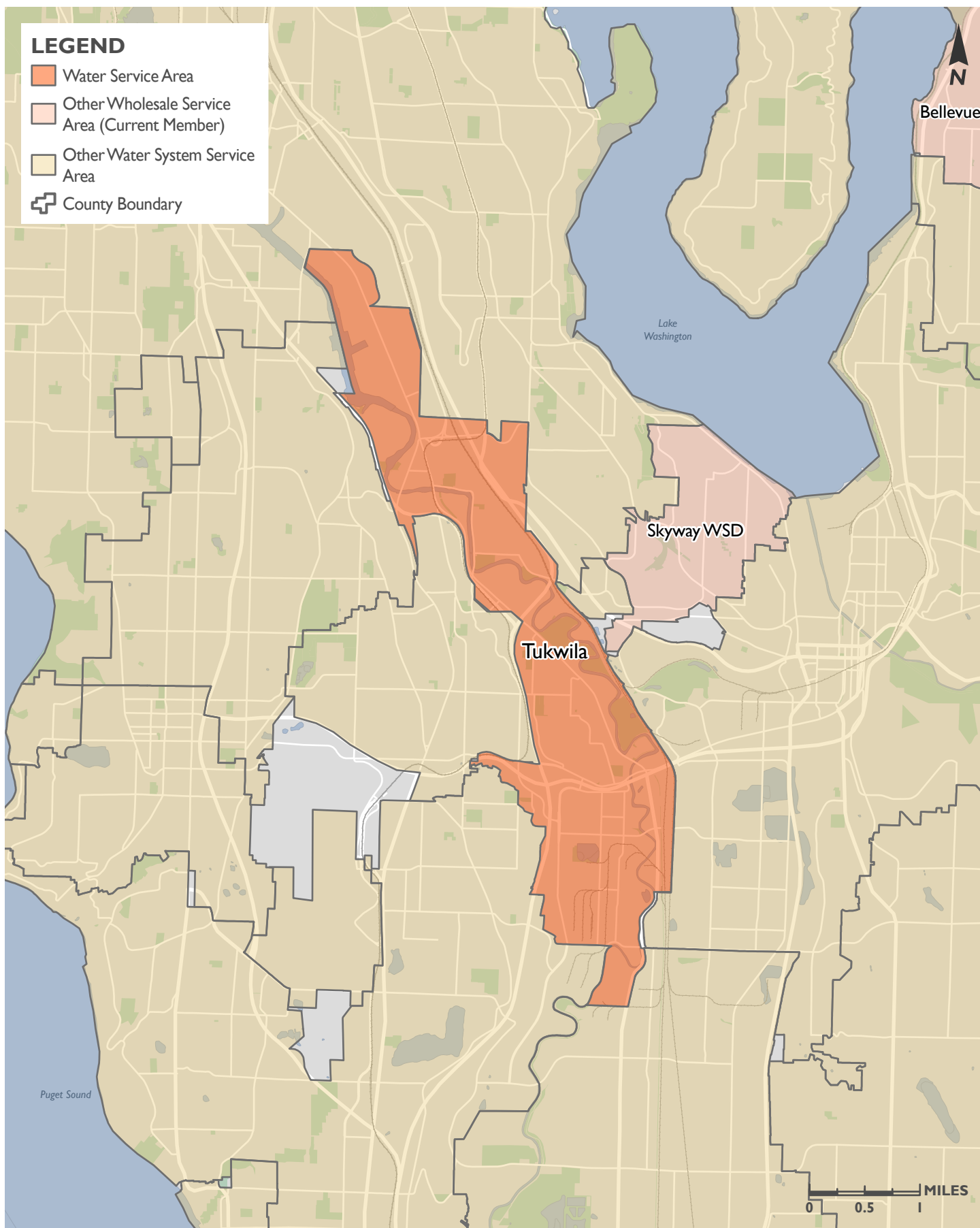


Skyway WSD Service Area

Figure 7

Cascade Water Alliance





Tukwila Water Service Area

Figure 8

ATTACHMENT 2

As of August 31, 2025, the following is a complete and accurate accounting of all existing customers and end uses or users of King County reclaimed water that are located in Cascade's regional water service area.

[Attach names, location, type of use, quantity of use, size of area of use or application, other specifying information for each customer and end use/user.]

King County Existing Reclaimed Water Customers and Annual Use in Cascade Water Alliance Member Service Area
August 2025

Brightwater			
Reclaimed Water Use	Type of Use	Annual Volume	Parcel(s) Number
York Pump Station Irrigation	Irrigation	0.01-0.6 MG	272605-9108
York Reclaimed Water Fill Station	Irrigation, Commercial/Industrial	Varies 0.006 MG (2018)	Facility: 272605-9108 Use Site: Varies
60 Acres Park/Lake Washington Youth Soccer Association	Irrigation	3 MG – 33 MG	352605-9074 942850-0080
Willows Run Golf Course	Irrigation	40 – 70 MG	342605-9062 342605-9068 342605-9061 342605-9069 342605-9018 342605-9030 342605-9033 342605-9032 342605-9028 342605-9020 352605-9040
Buttonwood Tree Farm	Irrigation	0.3 MG	272605-9076
South Plant/Tukwila			
Tukwila Distribution: Starfire Sports Complex Interurban Ave landscape	Irrigation	2.6 MG	232304-9001
Fosters Golf Course (in development)	Irrigation	20-48 MG	000300-0049 377920-0255

Reclaimed Water Agreement with King County

Cascade Water Alliance Board

June 25, 2025



Agenda & Proposed Board Action

Agenda

1. Background & Existing MOU
2. Cascade Interests
3. Amended and New Provisions
4. Current Status & Next Steps

Existing King County / Cascade MOU

Originally signed in 2019. Key Provisions include:

- Agreement terminates December 31, 2025
- Parties will not pursue reclaimed water legislation
- County will not add new customers or uses within the Cascade Members' service areas without agreement between the Cascade Member and County
- Existing reclaimed water customers are grandfathered
- Plan for a template agreement
- Joint intent to coordinate the Distribution and Use of reclaimed water in the service areas of Cascade's members

Cascade Interests

- ✓ Extend the MOU to provide certainty
- ✓ Ensure that this does not negatively impact Cascade or its members from a cost or equity perspective
- ✓ Ensure that this does not negatively impact Cascade or its members from a resource protection perspective (Critical Aquifer Recharge Areas)
- ✓ Set the stage for future collaboration in RWSP process

Amended and New Provisions

- Amended: Terminates not prior to December 31, 2029 or adoption of updated RWSP
- Unchanged: Parties will not pursue reclaimed water legislation
- New: County will not add new uses or users that displace potable water use
- Amended: County will not add new customers or uses within the Cascade Members' service areas without agreement between the Cascade Member and County consistent with no displacement of potable water use
- Unchanged: Existing reclaimed water customers are grandfathered
- Removed: Plan for a template agreement
- Unchanged: Joint intent to coordinate the Distribution and Use of reclaimed water in the service areas of Cascade's members, including RWSP Update

Current Status & Next Steps

- Cascade received feedback from RMC and Member Staff in April and June
- Cascade and County have drafted an amended and restated agreement consistent with this feedback
- If approved, subsequent to execution, Cascade will engage with the County regarding reclaimed water policies in the RWSP Update, as well as coordinating and facilitating discussion amongst Cascade Members

Thank You



FINANCE & MANAGEMENT COMMITTEE

Mary Lou Pauly, Chair, City of Issaquah
Penny Sweet, City of Kirkland
Dave Hamilton, City of Bellevue

Meeting Recap
Tuesday, June 17, 2025
1:30 PM – 3:00 PM

Held at Cascade's office and via Zoom

1. **Call to Order.**
2. **Chair Comments.**
3. **Executive Session.**
4. **Auditor Presentation.** Clark Nuber will present Cascade's 2024 audited financial statements. The State Auditor's Office has been invited and will be in attendance.

***Recap:** Clark Nuber auditors presented Cascade's 2024 audited financial statements to the committee. The auditors issued an unmodified audit opinion. The State Auditor was also able to attend the presentation.*

5. **Items Recommended for Action at the June 25, 2025 Board Meeting**

- A. Nature Vision Contract Amendment.** Motion to authorize the Chief Executive Officer to amend the current contract with Nature Vision to provide classroom water education by increasing maximum compensation by \$13,333.25, from \$105,000.00 to \$118,333.25.

***Recap:** Staff explained that the 2025 Nature Vision contract has the same maximum compensation as their 2024 contract but inadvertently omitted inflation and other costs. In order to provide the 500 planned school programs in 2025, the maximum compensation needs to be increased from \$105,000.00 to \$118,333.25. The committee was supportive of the motion and recommended it be added to the consent agenda for the June 25 Board meeting.*

6. **Discussion Items**

- A. Regional Capital Facilities Charge (RCFC) – Member Processes.** Staff will discuss a proposal to update the assessments of member RCFC reporting practices. Assessments were made in 2017 and resulted in several improvements to consistency amongst members.

Recap: Staff discussed with the committee the idea of contracting with an auditor to update the member RCFC reporting processes. The committee was supportive of asking Clark Nuber for a quote and moving the process forward.

- B. 2026 Member Charge Reconciliation.** Staff will present the Draft 2026 Member Charge Reconciliation based on 2024 actual Cascade equivalent residential units (CERUs) and usage. This reconciliation will be used to true up charges in 2027-2028.

Recap: Staff presented the process, timeline, and draft outcomes from the 2026 Member Charge Reconciliation and reported they are working with Member staff to address any needed follow-up.

7. Other Issues.

8. Next Meeting Date and Location.

The next meeting will be held Tuesday, July 15, 2025, 1:30 p.m. – 3:00 p.m. at Cascade’s office and via Zoom.



RESOURCE MANAGEMENT COMMITTEE

Lloyd Warren, Chair, Sammamish Plateau Water
Jon Ault, Skyway Water & Sewer District
Dave Hamilton, City of Bellevue
Tom McLeod, City of Tukwila
Jon Pascal, City of Kirkland
Ryika Hooshangi, Sammamish Plateau Water
Angie Nuevacamina, City of Redmond

**Meeting Recap
Thursday, June 12, 2025
2:00 PM – 3:30 PM**

Held at Cascade's office and via Zoom

1. Chair Comments.

2. Executive Session.

3. Discussion Items.

- A. Seattle Public Utilities (SPU) – Water Supply Status.** SPU staff will join the committee meeting to provide a water supply status update. Current SPU water supply information can be found [here](#).

Recap: SPU staff provided a water supply status update. Although demand in Seattle's service area is beginning to increase and storage is now slightly below average, and while the State has expanded its drought emergency declaration to other parts of King County, SPU is expected to have sufficient supply to meet demand.

4. Items Recommended for Action at the June 25, 2025 Board Meeting.

- A. Acquisition of interests in Snoqualmie Aquifer Project Water Right Applications.** Motion to authorize the expenditure of funds to engage in a process to acquire East King County Regional Water Association (EKRWA) interests in two Snoqualmie Aquifer Project water right applications, with certain conditions.

Recap: Staff updated the committee on the proposal to have Cascade acquire EKRWA interests in the Snoqualmie Aquifer Project water right applications. The committee provided feedback that the effort to acquire the interests should not take priority over other more important efforts Cascade is currently engaged in, such as the Tacoma contracts and Cascade Supply Program. In addition, the action is not committing Cascade to anything beyond acquiring the interests at this point in time. The committee directed the item be placed on the Board's June 25 agenda as an action item.

- B. Reclaimed Water Agreement with King County.** Motion to adopt Resolution No. 2025-XX authorizing the Board Chair to execute on behalf of Cascade the "Amended and Restated

Agreement to Coordinate Reclaimed Water” between Cascade and King County, substantially consistent with the attached.

Recap: Staff briefed the committee on the key elements of the current draft agreement with King County. Kirkland staff proposed an amendment to remove specific references to the project that King County is proposing in Kirkland’s water service area to ensure there is no ambiguity around Kirkland’s authority to negotiate and enter into an agreement with King County on its own terms, or not. Cascade staff concurred with the suggested edits, and the committee supported the revised amended agreement. If King County staff quickly concur with the changes, the item will be placed on the Board’s June 25 agenda. If the item is not ready for the June Board meeting, it will be brought to the RMC, if needed, and the Board in July.

- C. Contracted Maintenance and Operations Update and Advisor Contract.** Motion to authorize the Chief Executive Officer to enter into a contract with Hawkins Delafield & Wood LLP to provide advisory services regarding the procurement of Cascade’s operations and maintenance contractor for the White River - Lake Tapps Reservoir Project in an amount not to exceed \$110,000.

Recap: Staff briefed the Committee on a request to procure consultant services to assist with an upcoming request for proposals. Cascade currently has a contract with Veolia to provide operations and maintenance (O&M) services for the White River - Lake Tapps Reservoir Project. The contract with Veolia expires on December 31, 2026, and Cascade has initiated the work to resolicit for O&M services and have a new contract in place by January 1, 2027. Because of the complex and unique nature of procuring a new O&M contract, Cascade needs external expert assistance to support the solicitation, selection, and negotiation aspects of the process. The committee recommended the item to contract with Hawkins Delafield & Wood LLP, a national legal firm with extensive experience in helping public agencies procure O&M contractors, be placed on the June 25 Board agenda.

5. Other issues.

6. Next Meeting Date and Location.

The next meeting will be Thursday, July 10, 2025, 2:00 p.m. – 3:30 p.m. at Cascade’s office and via Zoom.