

RESOLUTION R- 3722

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT FOR THE EAST KING COUNTY REGIONAL WATER ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND**

Whereas, the City of Kirkland, along with other cities and special districts, operating water utilities within the area of King County lying east of Lake Washington, desired a Regional Association of Water Purveyors, to serve as the managing agency in the development of a coordinated water supply plan as required by the Public Water System Coordination Act of 1977, and

Whereas, said agencies are interested in exploring the resolution of other problems affecting water utilities in the region, such as establishment of fire flow standards, promotion of conservation, duplication of facilities, overlapping of service areas, and development of a regional ground water management plan, including application for grants from the State of Washington, to assist in the funding of the Coordinated Water Supply Plan and the Ground Water Management Plan, and

Whereas, cities and special districts within King County and east of Lake Washington created an agency per City of Kirkland Resolution R-3377, and

Whereas, said agencies have found it desirable to make certain amendments to the Interlocal Cooperative Agreement, as set forth in Exhibit A attached to this resolution, and

Whereas, the City Council of the City of Kirkland has reviewed the proposed amended agreement

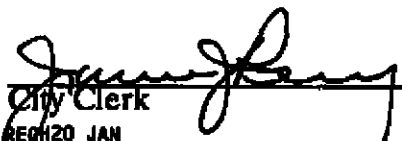
Now, therefore, be it resolved that the City Council of the City of Kirkland authorizes the City Manager of the City of Kirkland to sign on behalf of the city said agreement as set forth in Exhibit A hereto

Passed by majority vote of the Kirkland City Council in regular open meeting this 21st day of January, 1992

Signed in authentication thereof this 21st day of January, 1992

  
MAYOR

ATTEST

  
City Clerk  
REC'D 20 JAN

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SECOND AMENDED INTERLOCAL COOPERATIVE AGREEMENT  
FOR THE  
EAST KING COUNTY REGIONAL WATER ASSOCIATION

Pursuant to the Interlocal Cooperation Act, Chapter 39 34 RCW, the undersigned parties do hereby agree to the cooperative undertaking and conditions set forth below and in the attached Bylaws of the Regional Water Association.

1 Purpose. All the parties hereto operate water utilities and are required to optimize the use of existing water supply sources and transmission systems, and to seek development and acquisition of new water supply sources and transmission systems to meet the present and projected demand for water. The primary purpose of this Agreement is to facilitate efficient water resource development and utilization through interlocal cooperation

The parties hereto are interested in pursuing the planning and implementation of elements of Regional Coordinated Water System Plans. The regional plans, completed under the auspices of the Washington State Department of Health, provide guidance to utilities for future regional coordination. The subscribing parties are interested in meeting their responsibility in the area of water resources to benefit the individual constituency of the membership.

The parties also recognize that the potential exists for, and intend to pursue, future involvement in the planning, development, management, ownership, and operation of regional water supply source and transmission facilities in cooperation with other utilities.

2. Formation of Regional Association. The East King County Regional Water Association (RWA) is duly incorporated as a non-profit corporation under the laws of the State of Washington. Articles of Incorporation were filed with the Secretary of State on February 9, 1987. Pursuant to RCW 39.34 030 (3)(b), all RWA funds shall be subject to audit in the manner provided by law for the auditing of public funds.

3 Membership. Membership of the RWA shall be open to all cities, public water districts, and other municipal corporations serving as public water purveyors. The Board may establish a class of "associate membership" in the Association for water purveyors operated as cooperatives or private water companies. Such associate members may attend and be heard at Board meetings. However, such associate members may not (1) vote on expenditure

of Association funds received from public members' dues or from grants, (2) receive a distribution of Association assets upon dissolution, except for contributions from such associate members which have been segregated from other assets of the Association or (3) vote to bind the Association to any contract. Any member may withdraw upon giving such notice, and upon complying with such procedures as may be specified in the Bylaws of the RWA

4 Governing Body All the functions and powers of the RWA shall be vested in a Board of Directors (the "Board") comprised of one representative of each member as specified in the Bylaws of the RWA

5 Authority Pursuant to the Interlocal Cooperation Act, Chapter 39 34 RCW, the RWA shall be vested with all powers and authority reasonably required to carry out the objectives and purposes of the RWA as stated in section 1 above

These powers shall include but not be limited to the powers to:

- a. Have perpetual succession,
- b. Adopt a corporate name and seal and alter it at pleasure,
- c. Enter into contracts, and employ and retain professional services;
- d. Create, establish, and maintain such offices and positions as shall be necessary and convenient for the transaction of the business of the RWA,
- e. Elect, appoint, and employ such officers, attorneys, agents, and employees as shall be found by the Board to be necessary and convenient;
- f. Apply for, own, and/or manage water rights and reservations,
- g. Charge dues and assessments as determined by the Board of Directors; provided dues and assessments shall not be utilized for the design, replacement, construction, acquisition, operation, or maintenance of general facilities, and provided further that all financial obligations of the members to the RWA other than dues and assessments will be by separate agreement,
- h. Apply for, receive, disperse, and manage loans, funds, and grants,

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- 1 Undertake regional water resource planning and implementation;
  - j Foster intergovernmental relations at all levels of government in the interest of better water resource utilization,
  - k. Promote, create, and administer programs to further public information including but not limited to conservation and planning,
  - l Maintain data bases on water resources.

6 Budget. On or before December 31 of each year, the RWA budget for the next budget year shall be adopted by the Board. The budget shall contain an estimate of all revenues to be collected during the following budget year, and an itemization of all categories of budgeted expenditures

7 Use of Dues and Assessments Revenues generated from annual dues and special assessments shall be used to defray normal administrative operating expenses of the RWA but shall not be used for capital expenditures required to construct or otherwise acquire general facilities, or for maintenance and operation of such facilities. Capital funding for construction or other acquisition of general facilities, and funding for maintenance and operation of such facilities which requires the concurrence of each participating agency shall be accomplished through separate agreement among members

8. Duration/Termination This Agreement shall remain in effect until terminated by execution of a written declaration of termination signed by all parties to the Agreement who have not withdrawn as provided in section 3 above as of the effective date of the declaration. Upon termination all liabilities of the RWA shall be satisfied and all assets, if any, shall be distributed equitably among the parties as determined by the Board.

9. Amendments All amendments to this Agreement must be stated in writing and approval thereof must be evidenced by the signature of two-thirds of the members as of the effective date of the amendment.

10 Limitations

a By this Agreement no party has committed itself to participate financially in any future public works project with respect to a future water supply

b The Association shall not assume or exercise any regulatory function or lobby to or otherwise seek to obtain such regulatory function

c This Agreement shall not constitute a delegation of any of the powers of the individual parties to the Association

d The Association shall not enter into agreements or take actions which are inconsistent with the purposes and authorizations set forth in this Agreement

11. Additional Parties This Agreement may be amended to add additional cities or water districts as parties hereto upon the majority vote of the Board of Directors. It is intended that cities and water districts shall generally be added as members on fair and equitable terms.

12. Limitation of Liability of Members Nothing in this Agreement shall alter or waive those provisions of the Association's Articles of Incorporation which establish the limited liability of the members for the debts and obligations of the Association, whether such obligations arise under contract, tort, or statute. Each member shall be obligated to contribute to the Association only those amounts which have been approved by the members, pursuant to the procedures set forth in this Agreement and in the Bylaws of the Association.

13. Effect and Amendment of Prior Agreement This Agreement shall amend and supersede the current Amended Interlocal Cooperative Agreement for East King County Regional Water Association, when executed by two-thirds of the signators to said Amended Interlocal Cooperative Agreement. This Second Amended Interlocal Cooperative Agreement shall not be effective until so executed.

14. Counterparts This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

Approved and signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Name of Member

\_\_\_\_\_  
By (Signature of authorized individual)

BYLAWS

OF

EAST KING COUNTY REGIONAL WATER ASSOCIATION

ARTICLE 1

GENERAL PROVISIONS

1 1 AUTHORITY The authority to adopt and amend Bylaws governing the procedures and operations of the East King County Regional Water Association ("RWA") is derived from the Interlocal Agreement, as amended, providing for formation of the RWA ("Interlocal Agreement") and the Articles of Incorporation of the RWA as duly filed with the Secretary of State of the State of Washington.

1 2 CONFLICTING PROVISIONS In the event of any conflict between a provision of these Bylaws and any provision of the Interlocal Agreement or Articles of Incorporation, the Interlocal Agreement or Articles of Incorporation shall control

1 3 FISCAL YEAR The fiscal year of the RWA shall run from January 1 through December 31.

ARTICLE 2

MEMBERSHIP AND REPRESENTATION

2 1 MEMBERSHIP All local governmental bodies who are parties to the Interlocal Agreement are automatically members of the RWA. Upon approval by the Board of Directors of an application for membership submitted by any nonparty city or water district, signing by that entity of the Interlocal Agreement and payment of all applicable dues and assessments, such governmental entity shall become a member of the RWA

2 2 ANNUAL MEETING. The annual meeting of the members for the purpose of conducting such business as may properly come before the membership shall be held each year immediately preceding the annual meeting of the Board of Directors at such time and place as the President shall prescribe by notice

2 3 SPECIAL MEETINGS Special meetings of the members for any purpose may be called at any time by the President, the Board of Directors, or a majority of the members.

2 4 NOTICE OF ANNUAL AND SPECIAL MEMBERS' MEETINGS Pursuant to RCW 24 03 080, written or printed notice stating the place, day, and hour of the annual meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting

2 5 NOTICE OF REGULAR MEMBERS' MEETINGS Notice of regular meetings other than annual meetings shall be given by providing each member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and ten days prior to the next succeeding regular meeting and at any time when requested by a member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the RWA, with postage thereon prepaid.

2 6 WAIVER OF NOTICE. Whenever any notice is required to be given to any member by the Articles of Incorporation, the Bylaws, or the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time at which the notice is required to be given, shall be equivalent to the giving of such notice.

2.7 CONDUCT OF MEETINGS. Any person chosen by those members present shall call all meetings to order and shall act as chairperson of the meeting. There shall be a quorum when a majority of the members are present, provided, that the quorum must represent retail water sales at least 50 percent of the

total retail water sales of all the parties to the Interlocal Agreement

2 8 RULES OF ORDER. All meetings of the members shall be conducted in accordance with the latest edition or revision of Robert's Rules of Order

2 9 ASSOCIATE MEMBERSHIP. The Board may establish a class of "associate membership" in the RWA open to nonmunicipal water purveyors operated as cooperatives or private water companies and interested in regional water activities. Privileges of such associate memberships shall be limited as specified in the Interlocal Agreement. The Board of Directors is authorized to adopt written rules and procedures further delineating privileges of associate members and obligations with respect to dues and assessments.

2 10 REPRESENTATION Each member shall designate in writing one elected public official or other designee as the primary delegate authorized to represent the member as a Director at meetings of the Board of Directors. An alternate delegate may be designated in writing at each member's discretion. The alternate delegate may serve as a Director at Board of Director's meetings, but only in the absence of the primary delegate, and in such case the alternate delegate shall have the full rights and privileges of the primary delegate. All written designations shall become effective upon delivery to the Secretary of the RWA and shall remain in effect until revoked in writing by the designating member. In the event of any question of authority to act as a delegate, the determination of the Secretary based upon the records on file with the Secretary shall be determinative

### ARTICLE 3

#### BOARD OF DIRECTORS

3.1 POWERS/APPOINTMENT The right to manage all affairs, property, and interests of the RWA shall be vested in the Board of Directors. The Board of Directors shall consist of the delegates designated as Directors by the members as provided in Article 2, section 2 10



3 2 TERM OF OFFICE A Director shall continue to serve for an indefinite term until written notice of appointment of a successor primary delegate to the Board of Directors has been filed with the Secretary or until the primary delegate no longer qualifies to represent the appointing member, in which case the alternate delegate, if any, for the appointing member shall serve as Director until a new primary delegate is appointed.

3 3 COMPENSATION No compensation shall be paid by the RWA for any service as a Director

#### ARTICLE 4

##### MEETINGS OF THE BOARD OF DIRECTORS

4 1 ANNUAL AND REGULAR MEETINGS The annual meeting of the Board of Directors shall be held each year on the last Thursday in February at such time and place as the President shall prescribe by notice. Regular meetings of the Board shall be held at such times and places as determined from time to time by resolution of the Board.

4.2 SPECIAL MEETINGS. Special meetings of the Board of Directors may be held at any place and time, whenever called by the President, or any two or more of the Directors, with notice as required in the following subsection.

4 3 NOTICE OF MEETINGS. Except in the case of action on those items for which advance notice is required, no notice of regular meetings is required. Notice of the annual meeting and of all special meetings of the Board of Directors shall be given by the Secretary, or by the person or persons authorized to call such meetings, in writing by mail or personal delivery at least 10 days prior to, and not more than 21 days prior to the date on which the meeting is to be held. The notice shall specify the date, time, and place of the meeting, and in the case of special meetings, shall identify each item to come before the Board of Directors

4 4 MATTERS WHICH REQUIRE NOTICE. Prior written notice meeting the requirements of notice for special meetings shall be required in the case of action on any of the following matters:

A All elections of officers or the recall of an officer,

B Budget approval and amendments;

C Dues and assessments,

D All final action on any commitment to an expenditure not authorized by an approved budget,

E Borrowing and contractual commitments requiring expenditures not previously authorized,

F. Changes in the Bylaws or the Interlocal Agreement,

G Changes in membership; and

H. Reversal or modification of Executive Council decisions or modification of Executive Council authority or duties

4.5 WAIVER OF NOTICE. Whenever any notice is required to be given to any Director by the Articles of Incorporation, the Bylaws, or the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time at which the notice is required to be given, shall be equivalent to the giving of such notice.

4.6 QUORUM A quorum at any meeting shall consist of the Board members (or alternates) who represent at least 50 percent of the parties to the agreement, and parties whose retail water sales equal 50 percent of the total retail water sales of all of the parties. If the Board fails to obtain a quorum at any two successive regular meetings, then the quorum may be reduced by a two-thirds vote of the Board members present at a special meeting called for such purpose, provided that notice of such special meeting is sent to all representatives and alternates by certified mail, return receipt requested, within the time periods set forth above

4 7 VOTING Each Director shall be entitled to cast one vote on any matter coming before the Board of Directors, provided any Director may request a weighted vote on matters related to the following.

- A. Budget approval and amendments,
- B. Dues and assessments,
- C. Final action on any commitment to an expenditure not authorized by an approved budget; and
- D. Borrowing and contractual commitments requiring expenditures not previously authorized
- E. Amending the Bylaws

All votes shall be cast in person and may not be made by proxy. When a weighted vote is called for, each Director shall be entitled to cast the number of votes which is equal to the percentage obtained by dividing the number of gallons of water consumed annually by such member, by the total number of gallons of water consumed by all members annually, provided that each member shall be entitled to cast at least one vote. Records of water consumption and a listing of the number of votes entitled to be cast by each member shall be maintained and updated by the Secretary in accordance with procedures approved by the Executive Council. A question will be approved by a simple majority on a non-weighted vote. When a weighted vote is requested, approval requires an affirmative vote of 1) a majority of the weighted votes and 2) at least thirty percent of the Directors voting on the question.

4 8 ASSENT PRESUMED Pursuant to RCW 24.03.113, a Director who is present at a meeting of the Board of Directors at which action is taken shall be presumed to have assented to the action taken unless the Director's dissent or abstention is indicated and entered in the minutes of the meeting, or unless the Director shall file his or her written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain

shall not apply to a Director who voted in favor of such action.

4 9 AGENDAS. Prior to each regularly scheduled meeting the President shall establish an agenda for the meeting. At the beginning of the meeting, any Director may request that matters be added to the agenda, provided that matters requiring prior notice (see section 4.4), shall not be so added unless all Directors are present and waive the requirement of notice and agree to entertain the action.

4 10 MEETINGS TO BE PUBLIC. All meetings of the Board shall be conducted in accordance with the Open Public Meetings Act

4 11 RULES OF ORDER. All meetings of the Board of Directors shall be conducted in accordance with the latest edition or revision of Robert's Rules of Order

## ARTICLE 5

### OFFICERS AND ELECTIONS

5 1 OFFICERS. The officers of the RWA shall consist of the President who shall serve as Chairperson of the Board of Directors and of the Executive Council, a First Vice President who shall also serve as the Planning Committee Chairperson, a Second Vice President who shall also serve as Chairperson of the Program Committee, a Treasurer who shall also serve as Chairperson of the Finance Committee, and a Secretary who shall also serve as Chairperson of the Legislative/Policy Committee

5 2 QUALIFICATIONS OF OFFICERS Each officer must be a designated primary or alternate delegate to the Board. Should an officer be removed as the designated delegate or alternate delegate to the Board of Directors by the represented member, or should any member entity withdraw from membership in the RWA or be removed from membership by the Board, then such officer shall cease to be an officer of the RWA and his or her office shall be deemed vacant. Each member of the RWA is limited to one delegate serving as an officer of the RWA at any given time.

5.3 DUTIES OF THE PRESIDENT. The President shall serve as Chairperson of the Executive Council and shall serve as Chairperson of the Board of Directors. The President shall preside at all meetings of the Board of Directors and shall have general supervision of the affairs of the RWA, and shall perform all such other duties as are incident to his/her office or are properly required by the Board of Directors. As Chairperson of the Board, the President shall have the following responsibilities:

A The Chairperson shall serve as the chair of all regular and special meetings and may call regular and special meetings of the Board of Directors and/or the Executive Council,

B The Chairperson shall select the site and agenda for meetings,

C The Chairperson or a person designated by the chairperson shall act as the spokesperson for the RWA, and

D The Chairperson shall select various persons to serve on working and ad hoc committees as the Chairperson may deem necessary from time to time

5.4 DUTIES OF FIRST VICE PRESIDENT. The First Vice President shall serve on the Executive Council and as Vice Chairperson of the Board of Directors. During the absence or temporary disability of the President, the First Vice President shall exercise all of the functions of the President. The First Vice President shall also serve as the Planning Committee Chairperson

5.5 DUTIES OF SECOND VICE PRESIDENT. The Second Vice President shall serve on the Executive Council and shall serve as Chairperson of the Program Committee. During the absence or temporary disability of the President and First Vice President, the Second Vice President shall exercise all of the functions of the President.

5.6 DUTIES OF TREASURER The Treasurer shall serve on the Executive Council and as Chairperson of the Finance Committee. The Treasurer shall be responsible for maintaining, or overseeing maintenance of, all financial records of the RWA, assuring the appropriate handling of all

ies and expenditures, and shall assist the Executive  
in preparation of the annual budget.

**7** DUTIES OF SECRETARY. The Secretary shall serve on  
Executive Council and as Chairperson of the  
Strategic/Policy Committee. The Secretary shall.

. Prepare and/or supervise the maintenance and  
revision of minutes of the meetings of the Board of  
Directors and Executive Council;

. Prepare or supervise preparation of agendas for the  
Executive Council and Board of Directors meetings as directed  
by the President,

Prepare or supervise preparation and mailing or  
distribution of all meeting notices to members and associate  
members.

Maintain or supervise maintenance of a roster of the  
membership including the names, addresses, and telephone  
numbers of all primary and alternate delegates to the Board,

Maintain the records of the corporation.

**8** DELEGATION In the case of absence or inability to  
perform any officer and of any person herein authorized to act  
in his place, the Board of Directors may, from time to  
time delegate the powers or duties of such officer to any  
officer or any Director or other person whom it may

The President may delegate duties or powers in  
accordance to those listed herein to officers of the RWA as  
may be appropriate to the conduct of the affairs of the  
corporation.

VACANCIES Vacancies in any office arising from any  
death or resignation shall be filled by the Board of Directors at any regular  
annual meeting of the Board, subject to the notice  
requirements set forth in section 4.3.

**9** ELECTIONS/TERMS OF OFFICE. The officers shall be  
elected by the Board of Directors. The term of the initial  
term of the President and initial Second Vice President shall  
begin on the date of election through February 28, 1991, and  
shall be for two-year terms commencing on the day following

the last Thursday in February in odd numbered years The initial terms of the President, Secretary, and Treasurer shall run from the date of election through February 27, 1992, and thereafter for two year commencing on the day following the last Thursday in February of even numbered years

5 11 NOTICE OF ELECTIONS Written notice shall be given to all members of the Board of Directors of the date, time, and place of each meeting at which an election will be conducted The notice shall include a description of the duties of the offices or other positions to be filed by election

5 12 ELECTION OF OFFICERS The election of the initial officers of the RWA shall be conducted at the initial meeting of the Board of Directors Thereafter, elections to fill vacancies occurring through normal expiration of terms shall be conducted at the annual meeting of the Board of Directors. Special elections to fill vacancies occurring through resignation, disqualification, removal, or any other cause except for the normal expiration of a term shall be conducted at any regular or special meeting designated by the President or a majority of the members of the Board, subject to the notice requirements of sections 4.4 and 5 11

## ARTICLE 6

### COMMITTEES OF THE BOARD OF DIRECTORS

6 1 ESTABLISHMENT OF COMMITTEES. The organization of the Board of Directors shall include the following standing committees

- A Planning Committee;
- B Finance Committee;
- C Legislative/Policy Committee,
- D Program Committee,

and such other standing or ad hoc committees as the President or Board of Directors may establish.

6 2 CHAIRPERSONS Officers of the RWA shall serve as committee chairpersons as follows

A First Vice President - Planning Committee Chairperson,

B Second Vice President - Program Committee Chairperson,

C Treasurer - Finance Committee Chairperson, and

D Secretary - Legislative/Policy Committee Chairperson

6.3 RESPONSIBILITIES OF PLANNING COMMITTEE The Planning Committee shall oversee and make recommendations to the Board on state and regional surface and ground water management plans, coordination among water utilities and other planning related matters.

6 4 RESPONSIBILITIES OF FINANCE COMMITTEE. The Finance Committee shall be responsible for review of and recommendations to the Board upon the financial affairs of the RWA and the implementation of contracts, dues, budgets, and other financial activities.

6.5 RESPONSIBILITIES OF THE LEGISLATIVE/POLICY COMMITTEE The Legislative/Policy Committee shall be responsible for reviewing and making recommendations to the Board upon legislation and proposals for legislation by City, County, State, and Federal agencies affecting the interests of the RWA, including coordination with interested agencies and special interest groups.

6 6 RESPONSIBILITIES OF PROGRAM COMMITTEE The Program Committee shall be responsible for reviewing and making recommendations to the Board on internal programs, project management, public education, conservation, and communications

6 7 OTHER RESPONSIBILITIES The standing committees may be assigned such additional responsibilities as the Board may determine appropriate from time to time Responsibilities of ad hoc committees shall be specified at the time such committees are established



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6 8 SELECTION OF COMMITTEE MEMBERS. Committee members shall be appointed by the Board of Directors at a regular or special meeting as determined by the President. Recommendations for committee members shall be made by the Executive Council and shall be received at the meeting at which the appointments are made. The number of committee members and the duration of their terms of committee membership shall be determined by resolution of the Board of Directors.

## ARTICLE 7

### EXECUTIVE COUNCIL

7 1 MEMBERSHIP The Executive Council shall be composed of the President, First Vice President, Second Vice President, Secretary, and Treasurer.

7 2 DUTIES The duties of the Executive Council shall be as follows:

A. The Executive Council shall be responsible for the daily operation of the RWA, taking action as necessary on matters not requiring Board approval and/or requiring attention prior to the next Board meeting,

B. At least two members of the Executive Council shall approve all payments of claims,

C. The Executive Council shall take action on all personnel, employment, and internal management matters within the scope of the approved budget;

D. The Executive Council shall review all legal matters and any other concerns requiring a level of confidentiality, and report the findings of the Council to the Board, and

E. The Executive Council shall review all recommendations from the committees and make recommendations to the Board.

## ARTICLE 8

### DUES AND ASSESSMENTS

8.1 ANNUAL DUES. Each member, as a condition of continued membership, shall pay annual dues in such amount and at such time as the Board of Directors shall determine

8.2 SPECIAL ASSESSMENTS. The Board of Directors may levy special assessments from time to time as it determines is necessary for expenditures in excess of approved or anticipated budgets. Such special assessments may be payable in one or more installments in such amounts and at such times as the Board determines.

## ARTICLE 9

### WITHDRAWAL OR REMOVAL OF MEMBERS

9.1 WITHDRAWAL A member may withdraw at any time upon providing 30 days' prior written notice to the Board, but will be subject to the dues levied for the calendar year in which the withdrawal petition is made. Withdrawal is effected by a resolution properly passed and signed by the governing body of the withdrawing member

9.2 REMOVAL. A member may be removed by the Board of Directors for nonpayment of dues, or any other action or lack of action the Board considers appropriate, provided the member shall be given at least 30 days written notice of the reasons for the proposed removal and an opportunity to address the Board in opposition to removal. Removal will not excuse payment of the dues for the current calendar year. Bond or other financial agreements negotiated under the auspices of the RWA, but underwritten individually by one or more members by separate agreement shall continue to maturity as stated in the separate agreement regardless of any withdrawal or dismissal from the RWA.

ARTICLE 10

AMENDMENTS

10.1 NOTICE REQUIRED. These Bylaws shall be amended only upon a vote of the Board of Directors at a meeting for which notice of the proposed amendments was given in compliance with section 4.3.

2/5/91

REGIONAL WATER ASSOCIATION  
1992 DUES

	1989 CCF	1990 CCF	INDIVIDUAL PERCENTAGE TO TOTAL 1990 CCF	1992 ASSESSMENT
1 K C Water District No 119	59,805	80,844	0.38%	737
2 Cascade View Water District	24,991	32,518	0.15%	296
3 City of Bellevue	7,262,137	7,627,917	35.97%	69,548
4 Cedar River Sewer & Water Di	600,000	623,025	2.94%	5,681
5 City of Issaquah	1,091,081	597,714	2.82%	5,450
6 City of Kirkland	1,055,261	1,251,549	5.90%	11,411
7 City of Mercer Island	1,300,287	1,124,893	5.30%	10,256
8 City of Redmond	1,504,746	1,728,119	8.15%	15,756
9 City of Renton	3,061,076	3,461,112	16.32%	31,557
10 Rose Hill Water & Sewer Dist	1,358,511	1,484,812	7.00%	13,538
11 Sammamish Plateau W & S Dist	734,877	1,013,255	4.78%	9,238
Union Hill Water Association	216,563	300,000	1.41%	2,735
Woodinville Water & Sewer Di	1,664,933	1,880,122	8.87%	17,142
<b>TOTALS</b>	<b>19,934,268</b>	<b>21,205,880</b>	<b>100%</b>	<b>\$193,347</b>

REGIONAL WATER ASSOCIATION  
1992 DUES

	1989 CCF	1990 CCF	INDIVIDUAL PERCENTAGE TO TOTAL 1990 CCF	1992 ASSESSMENT
1 X C Water District No 119	59,805	80,844	0.38%	585
2 Cascade View Water District	24,991	32,518	0.15%	235
3 City of Bellevue	7,262,137	7,627,917	35.97%	55,160
4 Cedar River Sewer & Water Dist	600,000	623,025	2.94%	4,505
5 City of Issaquah	1,091,081	597,714	2.82%	4,322
6 City of Kirkland	1,055,261	1,251,549	5.90%	9,050
7 City of Mercer Island	1,300,287	1,124,893	5.30%	8,134
8 City of Redmond	1,504,746	1,728,119	8.15%	12,497
9 City of Renton	3,061,076	3,461,112	16.32%	25,028
10 Rose Hill Water & Sewer Dist	1,358,511	1,484,812	7.00%	10,737
11 Sammamish Plateau W & S Dist	734,877	1,013,255	4.78%	7,327
12 Union Hill Water Association	216,563	300,000	1.41%	2,169
13 Woodinville Water & Sewer Dist	1,664,933	1,880,122	8.87%	13,596
TOTALS	19,934,268	21,205,880	100%	\$153,347

RWAD092B KLS