

RESOLUTION R-5251

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND NORTSHORE UTILITY DISTRICT FOR THE TRANSFER OF SERVICE AREA, AMENDMENT AND TERMINATION OF THE WHEELING AGREEMENT AND CONSTRUCTION OF IMPROVEMENTS.

1 WHEREAS, the City of Kirkland ("City") and the Northshore Utility
2 District ("District") are both providers of public water and sewer services
3 within the limits of the City. While City serves the southern portion
4 within its corporate boundaries, District serves the northern portion
5 including the Totem Lake Area ("TLA"); and
6

7 WHEREAS, in 1979, due to the topography in the TLA, L.I.D. No.
8 115 was unable to connect to City's sewer facilities there and so entered
9 into the Wheeling Agreement with District whereby it wheeled the sewer
10 flows through its system instead for a charge; and
11

12 WHEREAS, the TLA is now seeing significant development that
13 would result in even greater sewer flows through District's system that
14 would make continuing under the Wheeling Agreement a costly option
15 for City; and
16

17 WHEREAS, District is willing to terminate the Wheeling
18 Agreement in consideration for City transferring the sewer infrastructure
19 and accounts from that area to District; and
20

21 WHEREAS, the aforementioned development also requires that
22 District must install a new trunk line to serve the TLA, which is estimated
23 to cost approximately nine million dollars to construct, which cost will
24 be recovered through connections fees charged in the TLA; and
25

26 WHEREAS, District believes it must insure it will be completely
27 reimbursed these costs through connections fees even if City were to
28 assume District's infrastructure and operations in the TLA; and
29

30 WHEREAS, City is willing to continue collecting these fees and
31 forward them to District if that were to occur until District has been
32 reimbursed; and
33

34 WHEREAS, the attached Interlocal Agreement addresses each of
35 the foregoing objectives; and
36

37 WHEREAS, Chapter 39.34 RCW authorizes City and District to
38 enter into an interlocal cooperation agreement to perform any
39 governmental service, activity or undertaking which each contracting
40 party is authorized by law to perform,
41

42 NOW, THEREFORE, be it resolved by the City Council of the City
43 of Kirkland as follows:

44 Section 1. The City Manager is authorized and directed to
45 execute on behalf of the City of Kirkland an Interlocal Agreement
46 substantially similar to that attached as Attachment 1, which is entitled
47 "Interlocal Agreement Transfer of Service Area, Amendment and
48 Termination of the Wheeling Agreement and Construction of
49 Improvements."

50
51 Passed by majority vote of the Kirkland City Council in open
52 meeting this 18th day of April, 2017.

53
54 Signed in authentication thereof this 18th day of April, 2017.


MAYOR

Attest:


City Clerk

INTERLOCAL AGREEMENT
Transfer of Service Area, Amendment and Termination of the
Wheeling Agreement and Construction of Improvements

This agreement ("Agreement") is made this _____ day of _____, 2017, between the Northshore Utility District, a municipal corporation in King County, Washington ("District") and the City of Kirkland, a municipal corporation in King County, Washington ("City"). City and District are collectively referred to as "Parties."

RECITALS

- (a). City and District are both providers of public water and sewer services within the limits of City. While City serves the southern portion of its corporate boundaries, District serves the northern portion including the Totem Lake Area ("TLA").
- (b). District provides sanitary sewer service to the TLA drainage basin (as identified in Exhibit "A") via a major sewer trunk line, flowing east-to-west, known as the Totem Lake Trunk.
- (c). City provides sanitary sewer service to one of its drainage sub-basins (the "116 Basin"), located along 116th Avenue NE as identified in Exhibit "A", by discharging the sewage collection into District's system for conveyance or "wheeling" to King County for treatment, via the Totem Lake Trunk generally following the alignment of NE 124th Street, from approximately 132nd Avenue NE to the King County trunk line connection at approximately 100th Ave NE. This arrangement is covered by the terms of an existing inter-local agreement, dated January 4, 1976, and attached as thereafter amended as Exhibit "B", ("Wheeling Agreement").
- (d). Wheeling Agreement allows District to preserve the capacity of the Totem Lake Trunk for the demand of its own service area and allows either party to terminate the arrangement with a one-year written notice.
- (e). City has made certain land use plans identified as "Totem Lake Housing Incentive Areas" in its comprehensive planning document, which will add more housing units to TLA and is expected to increase the flow volume through the Totem Lake Trunk.
- (f). Totem Lake Trunk is currently at or over capacity and cannot accommodate additional sewage flow.
- (g). A developer, the Wolff Company, has proposed the re-development of the Lifebridge Church site within 116 Basin. If constructed, the proposed re-development project will add approximately 550 dwelling units to TLA drainage basin. Other major projects, presently under construction or identified for re-development, will also add a significant number of dwelling units to the sewer system drainage basin served by the Totem Lake Trunk.

- (h). To adequately prepare to serve the additional future housing units in TLA drainage basin, including the 116 Basin, improvements to the District sanitary sewer system must be constructed. These improvements consist of one or more of the followings:
- Slip-lining of the Totem Lake Trunk to increase capacity.
 - Construction of an additional sewer main generally parallel to the existing Totem Lake Trunk to bypass the Totem Lake Trunk.
 - Construction of a trunk line that will convey wastewater flows from the TLA easterly along the NE 124th Street corridor into the King County system located in the Sammamish Valley.
 - Other sewer system improvements as may be necessary to expand the capacity of the District's sanitary sewer system to serve future developments in TLA drainage basin.

The improvements required to accommodate the increase in demand for service in TLA drainage basin, as described above, shall hereinafter be referred to as "TLA Sewer Improvements."

- (i). District has the resources and is willing to build the TLA Sewer Improvements to address the increase demand in TLA drainage basin and to take over as the direct retail sewer service provider of the 116 Basin under the conditions described in this Agreement.

AGREEMENT

In consideration of the terms and conditions contained herein, the Parties now agree as follows:

1. On a date agreed to by both Parties, but no later than June 30, 2017 ("Transfer Date"), City shall transfer all sewer accounts and local collection facilities within the 116 Basin to District at no cost to District and the Wheeling Agreement shall be deemed amended as of the Transfer Date to allow termination to occur under the Wheeling Agreement, which shall also occur as of the Transfer Date by entering into this Agreement. City will pay District the pro rata wheeling charge owed under the Wheeling Agreement through that date. District shall take over as the direct provider of retail sewer service to all connections within the 116 Basin in the same manner that it serves all other customers of District. To accomplish the transfer, the Parties agree to the followings:
 - (a) City shall provide District with electronic and hard copy files of customer accounts information, as-built drawings of facilities if available, all information related to sanitary sewer service operation and maintenance, such as service records, repairs, video records, grease interceptors, etc. of the 116 Basin.
 - (b) If necessary, City shall assign to District all easements for the location of local collection facilities within the 116 Basin.

- (c) City shall assign and provide copies of any special agreements affecting the local sewer facilities to be transferred.
 - (d) District and City will work together to notify impacted customers and ensure a smooth billing transition on the Transfer Date.
2. District shall provide a letter of service availability with normal stipulations, including the execution of this Agreement, to the Wolff Company for the re-development of the Lifebridge Church site. District will provide the same to any other developers within the TLA upon request following the execution of this Agreement.
 3. District shall start the planning and construction of TLA Sewer Improvements immediately following the execution of this Agreement at District expense.
 4. District has established a cost estimate for the TLA Sewer Improvements of approximately \$9 million. This estimate is divided by the 4,657 additional equivalent multi-family dwelling units, as provided by the City Planning staff, anticipated to be served by the TLA Sewer Improvements to arrive at a Capacity Expansion Connection Charge (CECC) of \$1,926 per equivalent multiple-family dwelling unit. The final CECC may be more or less than \$1,926 depending on the actual cost of the TLA Sewer Improvements but it shall still be calculated by dividing by 4,657. The CECC may also be adjusted by District in future years for inflation. The CECC will be charged to all new connections served by the TLA Sewer Improvements or the Totem Lake Trunk over and above District's regular sewer connection charges.
 5. Starting with the collection of the first CECC, District shall keep accurate records of the number of new connections in TLA. District shall also keep accurate records of the engineering, design, construction, labor, material, permitting and all other costs incurred for the TLA Sewer Improvements.
 6. If another capital project of similar scale, and under similar circumstances, is required within the jurisdictional boundaries of another city served by the District and said capital project will benefit only that city, District will require that city to enter into a similar Agreement.
 7. City agrees to collect the CECC from future developments to be served by TLA Sewer Improvements or the Totem Lake Trunk at the rate in effect at that time and pay those CECCs to District until 4,657 equivalent multiple-family dwelling units have connected in TLA drainage basin or for 20 years after any assumption, whichever first occurs, should it choose to exercise its statutory authority pursuant to Chapter 35.13A RCW or other statutes to assume jurisdiction over District or any District responsibilities, property, facilities, equipment or utility customers located within areas served by the TLA Sewer Improvements or the Totem Lake Trunk. Said payments by City shall be separate and in

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addition to any statutory obligations that City may have in the event of the above-mentioned assumption.

8. A copy of this Interlocal Agreement shall be filed with the City Clerk and the King County Recorder's Office.
9. This agreement shall go into effect immediately upon being signed by both Parties.
10. District agrees to defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents, and employees from and against any and all claims, losses and liability for injuries, sickness, death or property damage, arising from any act, error or omission in the performance of the Agreement, except to the extent caused by the sole negligence of City.
11. City agrees to defend, indemnify and hold harmless District, its elected and appointed officials, officers, agents, and employees from and against any and all claims, losses and liability for injuries, sickness, death or property damage, arising from any act, error or omission in the performance of the Agreement, except to the extent caused by the sole negligence of District.
12. This Agreement constitutes the final and completely integrated agreement between the Parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise regarding its subject matter. No modification or amendment of this Agreement shall be valid or effective unless evidenced in writing and signed by both parties.

CITY:

CITY OF KIRKLAND

By _____

Kurt Triplett, City Manager

Approved as to Form:

OFFICE OF THE CITY ATTORNEY

By _____

Wm. R. Evans
Assistant City Attorney

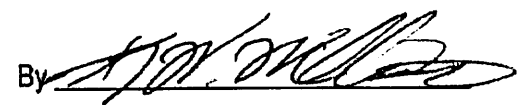
DISTRICT:

NORTHSHORE UTILITY DISTRICT

By  _____
Fanny Yee, its General Manager

Approved as to Form:

DISTRICT GENERAL COUNSEL

By  _____

Kinnon Williams
Inslee Best Doezie and Ryder, PS

Kirkland and NUD Interlocal Agreement
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EXHIBIT A

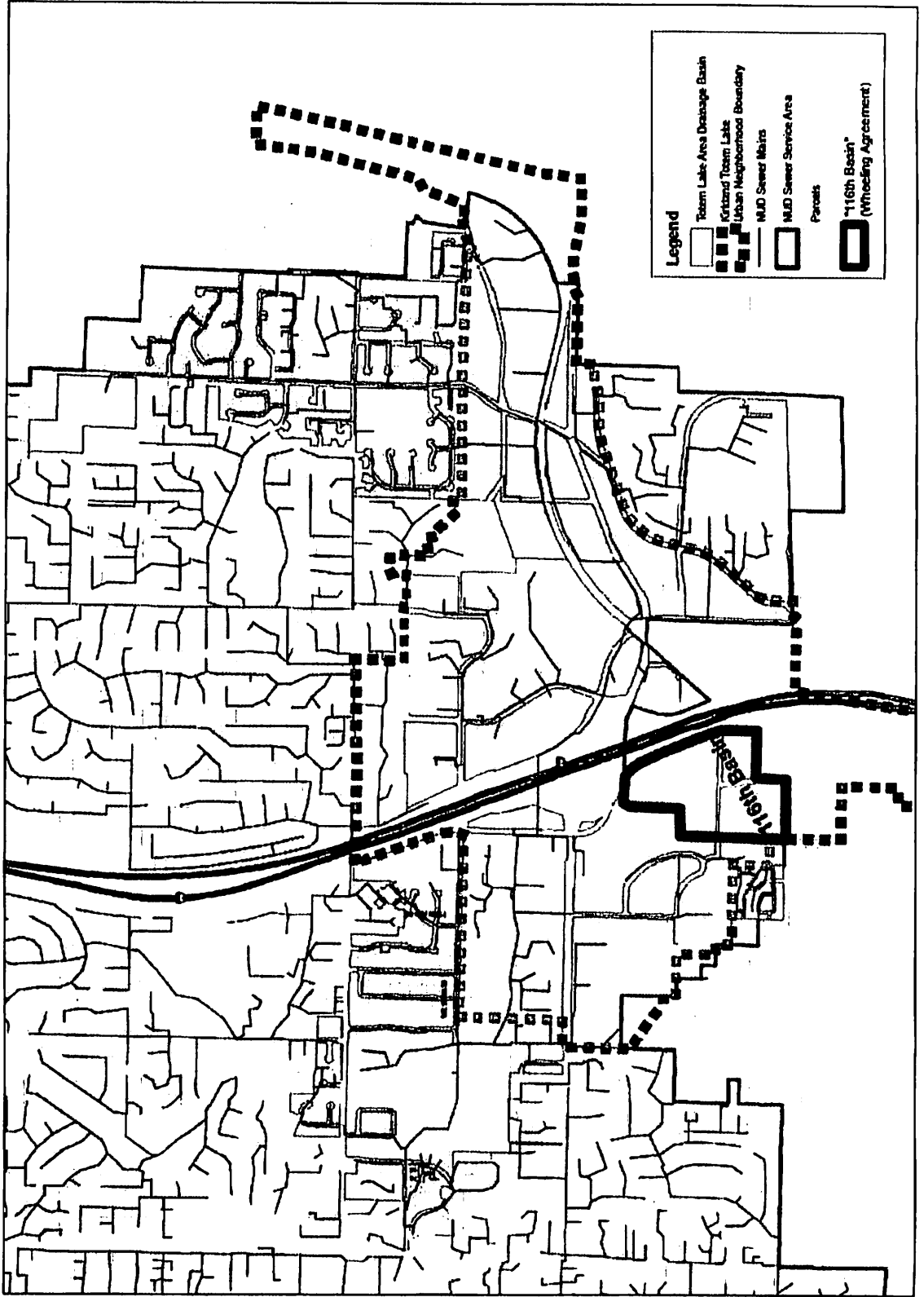


Exhibit B
Wheeling Agreement

1996-1-3-NUD Resolution
**FIRST AMENDMENT TO
SEWER SERVICE AGREEMENTS**

This First Amendment to Sewer Service Agreements ("First Amendment") is made and entered into this 8 day of JANUARY, 1996, by and between the City of Kirkland, an optional code city ("City"), and the Northshore Utility District, a municipal corporation formerly known as Northeast Lake Washington Sewer District and Northeast Lake Washington Sewer and Water District ("District"), for the purposes set forth below.

RECITALS:

WHEREAS, both City and District are authorized by state law to enter into cooperative agreements, and

WHEREAS, City and District previously entered into an Agreement dated March 3, 1978, copy attached, in which District agreed to provide sewer service to the property within the City described on Exhibit A to the Agreement, and City and District entered into an additional Agreement dated November 5, 1979, copy attached, in which District agreed to provide sewer service to the property within the City described on Exhibit A to the Agreement (such March 3, 1978 and November 5, 1979 agreements collectively referred to as the "Agreements" herein), and

WHEREAS, the Agreements provided that City shall pay District a monthly sewer trunkage charge of \$.40 per month for residential customer or residential unit equivalent ("ERU") as defined by the Metropolitan King County Council ("METRO") actually connected to and served by the City's sewer system within the areas described on Exhibit A in the Agreements (the "Sewer Trunkage Charge"), and

Exhibit B Wheeling Agreement

WHEREAS, the District's operation and maintenance expenses have increased substantially since the parties entered into the Agreements and District has requested that the Agreements be amended to (a) change the monthly Sewer Trunkage Charge to \$1.85 per ERU to reimburse District for its operation and maintenance expenses incurred relating to the sewer service provided under the Agreements, and (b) provide for the adjustment of such Sewer Trunkage Charges hereinafter for District operation and maintenance expenses incurred to provide sewer service under the Agreements, and

WHEREAS, City is agreeable to such amendment of the Agreements subject to the terms and conditions below,

NOW, THEREFORE, in consideration of the Agreements set forth herein, the parties agree to amend the Agreements as follows:

1. Equivalent Residential Unit. Commencing January 1, 1993, METRO's definition of an ERU was changed from 900 cu.ft. of water usage per month to 750 cu.ft. per month. For the purposes of computing Sewer Trunkage Charges under this First Amendment, the 750 cu.ft. per month definition shall be used; provided that if the METRO definition of an ERU changes in the future, the definition of an ERU for the purposes herein shall change accordingly effective the date of such change. The parties also acknowledge that METRO merged into King County on January 1, 1995 and that the King County Department of Metropolitan Services succeeded to Metro's duties and functions and that such King County department shall be considered METRO for the purposes of this First Amendment.

2. Sewer Trunkage Charges. Section 4 of the Agreements are amended to provide that the monthly Sewer Trunkage Charge shall be increased to \$1.85 per month per ERU commencing the 1 day of FEBRUARY, 1996. In addition, such Sewer Trunkage

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Exhibit B
Wheeling Agreement

Charge shall be adjusted every two years thereafter. The adjustment shall be based on District's operation and maintenance expenses, as defined in the District's accounting records, including but not limited to, the District's general ledger and income statement ("Expenses"), but excluding Metro service charges. Effective every two (2) years from the date of this First Amendment, the monthly Sewer Trunkage Charge per ERU in the Agreements shall be determined as follows:

(a) The District's Expenses for the prior year shall be identified;

(b) The Total number of ERUs reported by the District to Metro for the final reporting period of the preceding year plus the total number of ERUs which are the subject of the Agreements reported by the City to Metro for the final reporting period of the preceding year shall be identified;

(c) The Expenses as determined in paragraph 2(a) herein shall be divided by the total number of ERUs as determined in paragraph 2(b) herein to determine the adjusted Sewer Trunkage Charge. City shall thereafter pay such adjusted Sewer Trunkage Charge per ERU in the Agreements to the District until such charge is adjusted further as provided herein.

3. No Other Changes. Except as expressly modified herein, the Agreements shall remain unchanged and in full force and effect.

4. Effective Date. This First Amendment shall take effect upon its approval by the District's Board of Commissioners and the City of Kirkland Council.

SIGNED this 4th day of January, 1995, 1996

CITY OF KIRKLAND

By: _____

Its: _____

Kirkland and NUD Interlocal Agreement
Transfer of Service Area, Amendment &
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& Construction of Improvements

Exhibit B
Wheeling Agreement

Approved as to form:

OFFICE OF THE CITY ATTORNEY

By: *Osman Rey*

NORTHSHORE UTILITY DISTRICT

By: *[Signature]*
Its: PRESIDENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated _____

NAME: _____
(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires: _____

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that D. BRUCE GARDNER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PRESIDENT of Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated JAN 08 1996

Ronald A. Gehrke
NAME: RONALD A GEHRKE
(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires: 3-30-98

Exhibit B
Wheeling Agreement

**NORTHSHORE UTILITY DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 1996-1-3

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
NORTHSHORE UTILITY DISTRICT OF KING COUNTY,
WASHINGTON, APPROVING THE FIRST AMENDMENT TO SEWER
SERVICE AGREEMENTS WITH THE CITY OF KIRKLAND.**

WHEREAS, Fanny Yee, District Comptroller, has requested that the District Board of Commissioners approve an amendment to certain sewer service agreements with the City of Kirkland to increase Kirkland's payments to the District for the wheeling of sewer service; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Northshore Utility District of King County, Washington, that the First Amendment to Sewer Service Agreements in the form attached hereto as Exhibit "A" and incorporated herein by this reference with the City of Kirkland is hereby approved, and that D. Bruce Gardiner is authorized and directed to execute such Amendment on behalf of the District.

ADOPTED by the Board of Commissioners of the Northshore Utility District of King County at the regular open public meeting thereof held January 8, 1996.


D. BRUCE GARDINER


TRUDY ROFLLA

KINNON WILLIAMS


MICHAL McALLISTER


D. A. ERTIS

COPY

Kirkland and NUD Interlocal Agreement
Transfer of Service Area, Amendment &
Termination of the Wheeling Agreement
& Construction of Improvements

**Exhibit B
Wheeling Agreement**

ORIGINAL

(also known as agreement 2)

RESOLUTION 1979-11-5

A RESOLUTION of Northeast Lake Washington Sewer District of King County, Washington, authorizing execution of Joint Use Agreement between Northeast Lake Washington Sewer District and City of Kirkland.

Kirk Res R. 2655

WHEREAS, the District has common boundaries with the City of Kirkland, hereinafter referred to as "City"; and

WHEREAS, the district received a request from City to provide sanitary sewer service to property located within City; and

WHEREAS, said area is not presently connected to the existing City Sewer system, and because of the topography of the area may not readily be so connected; and

WHEREAS, the subject area can conveniently connect into the existing district facilities; and

WHEREAS, both districts are authorized by Chapter 39.34 of the Revised Code of Washington to enter into Intergovernmental Cooperative Agreements; and

WHEREAS, both District and City are desirous of assisting one another; now, therefore,

BE IT RESOLVED that Northeast Lake Washington Sewer District is hereby authorized and directed to enter into an Intergovernmental Cooperative Agreements with the City of Kirkland, attached hereto and labeled Exhibit A incorporated herein by this reference, and the Commissioners are authorized to execute the same on behalf of the District.

PASSED BY THE BOARD OF COMMISSIONERS of Northeast Lake Washington Sewer District of King County, Washington at the regular meeting held November 5, 1979.

D. A. Ellis

D. A. ELLIS, President & Commissioner

Russell D. Coffey

RUSSELL D. COFFEY, Secretary & Commissioner

C. W. Davidson

C. W. DAVIDSON, Commissioner

Exhibit B
Wheeling Agreement

AGREEMENT 1.7.00 *Org.*

THIS AGREEMENT made and entered into this day, by and between the City of Kirkland, an optional code city, hereafter referred to as "city"; and Northeast Lake Washington Sewer District of King County, Washington, a municipal corporation, hereinafter sometimes referred to as "sewer district".

W I T N E S S E T H

WHEREAS, both city and sewer district are authorized by state law to enter into cooperative agreements, and

WHEREAS, the area described and designated on Exhibit A, attached hereto and by this referenced incorporated in full herein, as subject area lies within the City of Kirkland and the sewer service area of the City of Kirkland Sanitary Sewer System, and

WHEREAS, the North Kirkland Improvement Project (L.I.D. 115) includes the installation of sanitary sewer service facilities within said subject area, and

WHEREAS, said area is not presently connected to the existing Kirkland Sanitary Sewer System, and because of the topography of the area may not readily be so connected, and

WHEREAS, the service area and corporate boundaries of Northeast Lake Washington Sewer District lie adjacent to subject area, and subject area can conveniently connect into the existing Northeast Lake Washington Sewer System facilities, and

Exhibit B
Wheeling Agreement

WHEREAS, both parties are desirous where possible and convenient to mutually assist one another under terms and conditions as set forth herein, now, therefore,

IN CONSIDERATION of the agreements herein contained, it is agreed as follows:

Section 1. All sanitary sewer facilities to be constructed within the subject area as a part of or in connection with Local Improvement District No. 115, and the North Kirkland Improvement Project (which facilities are described and designated on Exhibit A, as attached hereto, and by this reference incorporated herein), shall upon construction and acceptance become for all purposes including customer service charges and maintenance, part of the Kirkland Sanitary Sewer System, but may nevertheless, be connected into the Northeast Lake Washington Sewer District sanitary sewer trunkage facilities at the point or points so designated as "connection point" on Exhibit A. Prior to making connection, city shall notify sewer district of the intended date of connection so that sewer district may cause its engineers to be physically present and to inspect and approve the connection to the sewer district's system. All costs of making said connection in complying with all federal, state and other applicable regulatory agency requirements shall be at the sole cost and expense of city.

Section 2. Sewer district agrees to accept sewage only from the area described in Exhibit A entering into its system

Exhibit B
Wheeling Agreement

through said designated connection point and agrees to convey the same through its system to its connection with the municipality of Metropolitan Seattle System. The providing of this service by sewer district to city shall be subject to all requirements, rules and regulations of the municipality of Metropolitan Seattle (METRO), and agrees to pay all fees due METRO with respect to the sewage entering sewer district's system. Should it hereafter be claimed or asserted by sewer district or METRO that there are excessive flows due to infiltration or other reasons from the area described in Exhibit A resulting in increased METRO charges to sewer district, then city agrees to install a metering device to measure the flow entering district's system at the connection points.

Section 3. It is acknowledged that city has designed and constructed the sewer system within Exhibit A and that all costs of construction and of said connection to the system of sewer district shall be at the sole cost and expense of city and no part of the cost of construction of sanitary sewer facilities to be constructed within the area described in Exhibit A nor any of its maintenance, repair, replacement or restoration shall be borne or paid by sewer district.

Section 4. City agrees to pay to district the sum of \$ 35,633.89 as a connection charge for connecting the area described in Exhibit A to the system of the district which sum shall be paid as a condition precedent to the city making

Exhibit B
Wheeling Agreement

the connection to the sewer district sewage system. Said payment has been based upon the sewer district existing requirement for connection charges of \$750 per gross acre.

In addition thereto, city will pay to sewer district a monthly sewer trunkage charge in an amount equal to forty cents (\$0.40) per month for residential customer or residential equivalent (residential equivalent being computed per requirements of METRO) actually connected to and served by the facilities of City of Kirkland Sewer System within the area described in Exhibit A. City will maintain and provide records to sewer district of all customers, residential and commercial, and water flow for commercial customers so that the residential equivalent can be computed from time to time as requested by sewer district of city. Said monthly service trunkage charge shall be billed by sewer district to city from time to time but, in no event, less than annually. City agrees to report monthly to sewer district the number of residential customers or residential equivalents added to the system of city within the area described in Exhibit A for the preceding calendar month so that at all times district shall have an accurate count of residential customers or residential equivalents within the area described in Exhibit A.

Section 5. Sewer district reserves the right to provide sanitary sewer service within the sewer district boundary including those properties lying immediately west of and within the same drainage basin which could be served by way of connection into the City of Kirkland system described in Section 1 above. Said drainage basin is delineated on the map included as part

Exhibit B Wheeling Agreement

of Exhibit A. The City of Kirkland may likewise provide sewer services by way of connection into the sewer facilities described in Section 1 to those properties within the same drainage basin which are within the City of Kirkland provided that if services provided to property within the City of Kirkland by connection to a system that ultimately connects to the sewer district sewer system, then the property to be served must be real property included on Exhibit A and for which the connection charge has been computed and paid as provided for in Section 4. City may not provide sewer service to any real property, or residential equivalent customers whose sewage will flow into the sewer district's system unless said property is located on and a part of the real property described in Exhibit A, and connection fees have been paid as provided in Section 4 hercof. It is recognized that sewer district has a vested interest in limiting and defining the flow that will enter sewer district system in that district has to reserve capacity for other areas of sewer district that will not hereafter require sewer service by connecting to the sewer service of district that is providing services to city pursuant to this agreement.

Section 6. Neither party shall by virtue of this agreement acquire any proprietary or governmental interest in the sewage system or sewerline of the other party. Each party shall be solely responsible for the operation, maintenance, restoration and replacement of its own system of sewers.

Section 7. No waiver by either party of any term or condition of this agreement shall be deemed or construed as a waiver of any other term or condition.

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Wheeling Agreement

Section 8. . . . h party agrees and declara: that this agreement is a valid exercise of the mutual assistance and interlocal governmental cooperation authority granted to the respective parties under the laws of the State of Washington, and to that end each of the parties agrees to defend and support this agreement as being for the benefit of the health, safety, and general welfare of the general public, and each party further agrees to cooperate with the other party with respect to any appearance which may be required by either party in any proceeding before any other governmental agency.

Section 9. This agreement may be terminated by either party giving twelve (12) months notice to the other party of intent to terminate this agreement whereupon the termination date shall be upon expiration of twelve (12) months from date of receipt of said notice. In the event of termination under this paragraph, all costs of disconnection and replacement and restoration shall be paid by city.

THIS AGREEMENT signed this 17 day of NOVEMBER, 1979.

NORTHEAST LAKE WASHINGTON SEWER
DISTRICT OF KING COUNTY, WASHINGTON

BY [Signature]
President, Board of Commissioners

BY [Signature]
Secretary, Board of Commissioners

CITY OF KIRKLAND

BY [Signature]

The execution of this agreement approved on behalf of Northeast Lake Washington Sewer District by resolution of its Board of Commissioners, adopted the ____ day of _____, 197____, and authorized by the City of Kirkland by Resolution No. R-2655 of the Kirkland City Council adopted the 17th day of September, 1979.

Exhibit B
Wheeling Agreement

RESOLUTION NO. R - 2655

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A CERTAIN AGREEMENT BETWEEN THE CITY OF KIRKLAND AND NORTHEAST LAKE WASHINGTON SEWER DISTRICT RELATING TO SANITARY SEWER FACILITIES WITHIN THE NORTH KIRKLAND IMPROVEMENT PROJECT AREA (L.I.D. NO. 115).

WHEREAS, a portion of the area lying within the North Kirkland Improvement Project (L.I.D. No. 115) as described in the agreement between the City of Kirkland and the Northeast Lake Washington Sewer District, a copy of which is attached to the original of this Resolution and by this reference incorporated herein, lies within the City of Kirkland and the sewer service area of the City of Kirkland's Sanitary Sewer System; and

WHEREAS, said area is not presently connected to the Kirkland Sanitary Sewer System, and because of the topography of the area, cannot readily be so connected; and

WHEREAS, the service area and corporate boundaries of the Northeast Lake Washington Sewer District lie adjacent to said area, said area can conveniently connect into the existing Northeast Lake Washington Sewer facilities; and

WHEREAS, both the City and sewer district are authorized by State law to enter into intergovernmental cooperative agreements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement, a copy of which is attached to the original of this Resolution and by this reference incorporated herein. Said agreement permits the City of Kirkland to connect a portion of the Kirkland Sanitary Sewer System, constructed within the area described in said agreement, and lying within the North Kirkland Improvement Project area (L.I.D. No. 115), into the existing Northeast Lake Washington Sewer System facility in the vicinity of 116th Avenue N.E. and N.E. 124th Street.

Section 2. Said agreement shall become effective upon its being properly signed by both the City of Kirkland, as herein authorized, and by the Northeast Lake Washington Sewer District.

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Exhibit B
Wheeling Agreement

PASSED by majority vote of the Kirkland City Council in
regular meeting on the 17th day of September, 1979.

SIGNED IN AUTHENTICATION thereof on the 17th day of
September, 1979.


MAYOR Dick Lee

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

I hereby certify that the foregoing is a true and
correct copy of a Resolution of the City of Kirk-
land and that the same was published in accordance
with the provisions of the Charter of the City of Kirk-
land according to law, said Resolution being numbered R-2655
and entitled "A Resolution as above"
Annabel Jensen, Deputy City Clerk

R-2655

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Wheeling Agreement

