

ORDINANCE NO. 964

AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE MAYOR OF KIRKLAND TO EXECUTE ON BEHALF OF SAID CITY THAT CERTAIN CONSTRUCTION AND PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE MUNICIPALITY OF METROPOLITAN SEATTLE, COPY OF WHICH IS ATTACHED TO THIS ORDINANCE, AND TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED BY THE TERMS OF SAID AGREEMENT.

WHEREAS, under date of May 5, 1961, the City of Kirkland and the Metropolitan Municipality of Seattle entered into a long term agreement for sewage disposal and

WHEREAS, pursuant to said agreement the Municipality of Metropolitan Seattle has been temporarily operating the Kirkland Sewage Treatment Plant and will continue to do so until permanent metropolitan facilities have been completed adequate to replace such temporary treatment plant, and

WHEREAS, at the expiration of the use by the Municipality of Metropolitan Seattle of said treatment plant the same will be returned to the City of Kirkland, and the City desires that the Municipality of Metropolitan Seattle now undertake the responsibility for demolishing the said treatment plant when its use shall have been terminated, and Metro desires to obtain a sewage pumping station site and sewage easement locations on property now owned by the City of Kirkland to acquire certain equipment and tools owned by the City, and to arrange mutually acceptable construction requirements for future construction work to be performed by Metro within the City of Kirkland, and

WHEREAS, the City of Kirkland and the Municipality of Metropolitan Seattle have reached mutual agreement and accord as to the accomplishment of these objectives as is evidenced by the construction and property exchange agreement attached to this ordinance,

BB6593

NOW, THEREFORE, The City Council of the City of Kirkland do ordain as follows:

1. The Mayor of the City of Kirkland and the City Clerk thereof are hereby authorized and directed to execute on behalf of the City of Kirkland a construction and property exchange agreement between the City of Kirkland and the Municipality of Metropolitan Seattle substantially in the form attached to this ordinance and by this reference incorporated herein.

2. That the Mayor of the City of Kirkland and other appropriate city officials are hereby authorized and directed to execute on behalf of the City of Kirkland any and all documents required by the terms of said construction and property exchange agreement.

3. This ordinance shall be in full force and effect five days from and after its passage by the Council, approval by the Mayor, and posting or publishing as required by law.

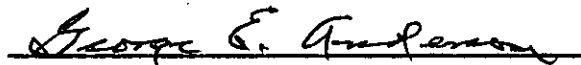
INTRODUCED the ^{21st}~~4th~~ day of ~~JANUARY~~ ^{December}, 196~~4~~.

PASSED AND APPROVED the ^{4th} day of ~~JANUARY~~, 1965.



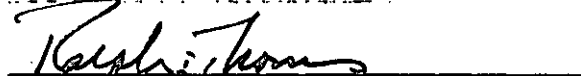
Mayor

Attest:



City Clerk

Approved as to form:



City Attorney

CONSTRUCTION AND PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT made and executed this 21ST day of DECEMBER, 1964, between the CITY OF KIRKLAND, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "Metro";

W I T N E S S E T H:

WHEREAS, under date of May 5, 1961, the City and Metro entered into a long term agreement for sewage disposal; and

WHEREAS, pursuant to said agreement Metro has been temporarily operaging the Kirkland Sewage Treatment Plant and will continue to do so until permanent Metropolitan Facilities have been completed adequate to replace such temporary treatment plant; and

WHEREAS, at the expiration of Metro's use of said treatment plant same will be returned to the City and the City desires that Metro now undertake the responsibility for demolishing the plant when its use shall have been terminated and Metro desires to obtain a sewage pumping station site and sewer easement locations on property now owned by the City, to acquire certain equipment and tools owned by the City and to arrange mutually acceptable construction requirements for future construction work to be performed by Metro within the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Metro will at its sole cost and expense accomplish the demolition of all structures on the Kirkland Sewage Treatment Plant property as described in Exhibit A of the Agreement between Metro and Kirkland dated May 5, 1961, except

the existing office building and maintenance building which shall be left intact. Metro will fill the holes remaining after this demolition with material from the demolition work and additional imported fill material and shall grade the site level with Elevation 26. The demolition, fill and grading work shall be completed within six months following the notification by Metro that it will no longer require the use of the Kirkland Sewage Treatment Plant.

Section 2. The City will convey to the Municipality of Metropolitan Seattle by warranty deed free and clear of all encumbrances a pumping station site as described on Exhibit A attached hereto and by this reference made a part hereof.

The City will convey to Metro a permanent easement for the construction, installation, repair, replacement, maintenance and operation of sanitary sewers and appurtenances in, along and over the following described property situated in the City of Kirkland, County of King, State of Washington, to wit:

That portion of Government Lot 5 and of the SE 1/4 of the SW 1/4 of Section 5, Township 25 North, Range 5 East, W.M., described as follows: Beginning at a point distant North 89°39' 00" East along the south line of said Section, 1511.50 feet and North 0° 21' 00" West 30 feet from the meander corner common to Sections 5 and 8 of said Township and Range; and running thence South 89° 39' 00" West, parallel to the south line of said Section 5, a distance of 721.50 feet; thence North 0° 21' 00" West 623.14 feet, more or less, to the southerly line of central Avenue in Kirkland Terrace, as per plat recorded in Volume 21 of Plats on page 42, records of King County, (formerly Lake Avenue in the plat of the Town of Kirkland, as per plat recorded in Volume 6 of Plats, on page 53, records of King County); thence North 70° 04' 15" East along the southerly line of said Central Avenue, 141.12 feet to an angle point in said southerly line; thence North 63° 26' 15" East, along said southerly line 656.01 feet; more or less, to a point which bears North 0° 21' 00" West from the point of beginning; thence South 0° 21' 00" East 960.20 feet, more or less, to the point of beginning; EXCEPT portion taken by King County for road purposes, situate in the City of Kirkland, King County, Washington. Said easement herein described being a strip of land 5 feet in width lying 2 1/2 feet on each side of

the following described center line: Beginning at a point on the west line of the above-described property distant 131 feet northerly along said west line and southerly extension thereof from the intersection of the southerly extension of said westerly line with the centerline of Kirkland Avenue; thence South 31° 52' 33" East 111 feet more or less to a point distant 10 feet northerly from the south line of the above-described property; thence North 89° 39' 00" East parallel with said south line a distance of 510 feet more or less to intersection with northwesterly line of Kirkland Way.

The City shall also convey a temporary construction easement for the period ending December 31, 1965, covering a strip of land 20 feet in width lying within the property described above and 10 feet on each side of the center line described in the permanent easement above, EXCEPT that portion of said temporary easement lying within the permanent easement area.

The City will convey to Metro the equipment described on the list set forth on Exhibit B attached hereto and by this reference made a part hereof, including valves, fittings, electrical controls and other items appurtenant to such equipment.

Section 3. The parties hereby approve the inclusion of the following specifications in the construction contracts to be let by Metro for the construction of various sewerage facilities within the boundaries of the City of Kirkland, as same may be constituted at the time such work is performed.

It is agreed that Metro may proceed to advertise for bids and award contracts containing said specifications and that the parties hereto and contractors awarded contracts under said specifications may rely thereon in the performance of such work.

It is further agreed that any additional or supplemental specifications which may be reasonably required by the City shall not be inconsistent with specifications hereinafter set forth:

1. Contract 64-10, Drawing 313 - "Railroad Street may be closed during installation of the sewer. Suitable barricades and signs shall be provided to re-route traffic around the work."

2. Contract 65-1, Drawing G103 - "The Contractor may, at his option, occupy the westerly 10 feet of 3rd Street during the construction of the pumping station. The remainder of the street shall be divided equally into two traffic lanes, the lanes to be designated with precast concrete lane dividers. The Contractor shall provide sufficient warning lights and directional signs to re-route traffic safely around the area. If the Contractor elects to occupy this portion of the street, he shall enclose the temporary easement with his security fence, providing panels of wire fencing at each corner to maintain adequate visibility for vehicular traffic."

3. Kirkland Force Main
 - (a) "Third Street may be closed during installation of the force main. The open-cut method of construction may be used."
 - (b) "Redmond Way may be crossed using the open-cut method of construction, provided two-way traffic is maintained. Flagmen, suitable barricades and signs shall be provided."
 - (c) "Kirkland Avenue east of its intersection with Redmond Way may be closed to all traffic during working hours. Access to private driveways shall be provided at the end of each work day. Suitable signs and barricades shall be provided to re-route traffic."

4. Section 15, Eastside Interceptor
 - (a) "The open-cut method of construction may be used in Redmond Way and in Railroad Street, provided two-way traffic is maintained at all times in Redmond Way. Flagmen, suitable barricades and signs shall be provided."
 - (b) "N.E. 87th Street may be closed during installation of the sewer. Suitable barricades and signs shall be provided to re-route traffic around the work."

Section 4. The City agrees that it will execute any and all deeds, easements, bills of sale, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this agreement, and that Metro may enter upon and take possession of the properties to be conveyed pursuant to this agreement at any time after the date hereof.

Section 5. Nothing herein contained shall qualify or condition the rights and duties of the parties under that certain

Agreement for Sewage Disposal dated May 5, 1961, or the respective duties of the parties under the established rules and regulations of Metro.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF KIRKLAND

By /s/ BYRON BAGGLEY
Mayor

ATTEST:

/s/ GEORGE E. ANDERSON
City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

By /s/ C. Carey Donworth
C. Carey Donworth
Chairman of the Council

ATTEST:

/s/ Maralyn Sullivan
Maralyn Sullivan
Clerk of the Council

KIRKLAND PUMP STATION SITE DESCRIPTION

That portion of Government Lot 5, Section 5, Township 25 North, Range 5 East W.M., defined as follows: Beginning at the meander corner between Sections 5 and 8, Township 25 North, Range 5 East, W.M.; thence North $89^{\circ} 39' 00''$ East along the southerly line of said government lot 5, a distance of 459.32 feet to the southerly production of the easterly line of 2nd Street; thence North $0^{\circ} 21' 00''$ West 273.13 feet along said easterly line to the southeasterly line of 1st Avenue as conveyed to the City of Kirkland and by deed recorded under Auditor's File No. 3883807 records of said County; thence North $70^{\circ} 04' 15''$ East along said southeasterly line 95.52 feet; thence North $89^{\circ} 39' 00''$ East 210.99 feet to the West line of 3rd Street as conveyed to the City of Kirkland in said deed; thence North $0^{\circ} 21' 00''$ West 60 feet along the West line of said 3rd Street to the true point of beginning; thence South $89^{\circ} 31' 00''$ West 70 feet; thence North $0^{\circ} 21' 00''$ West 50 feet; thence North $89^{\circ} 31' 00''$ East 70 feet; thence South $0^{\circ} 21' 00''$ East to the true point of beginning.

EQUIPMENT TO BE ACQUIRED BY METRO

- 2 - Pumps, 6", Chicago - 1000 GPM
- 1 - Piston Pump, 4", Chicago - variable
- 1 - Diaphragm Pump, 4", Eimco - variable
- 1 - Air Compressor, Speedaire
- 1 - Chlorinator, Wallace & Tiernan
- 1 - Bench Vise
- 1 - pH Meter, Beckman
- 1 - Analytical Balance
- 1 - Drying Oven
- 1 - Barnstead Still
- 1 - Beam Balance