

RESOLUTION R-5301

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF REDMOND FOR INTERIM SEWER SERVICE FOR TWO PROPERTIES ALONG THE EAST SIDE OF 132ND AVENUE NE REFERRED TO AS "BRIDLE LODGES" AND "THE HOUSE".

1 WHEREAS, the City of Redmond has requested that the City of
2 Kirkland allow two parcels located within the City of Redmond city limits
3 located along the east of 132nd Ave. NE to connect to the Kirkland sewer
4 system; and
5

6 WHEREAS, The City of Redmond has future plans to extend the
7 Redmond sewer system to serve property along the east side of 132nd
8 Ave. NE; and
9

10 WHEREAS, In order to allow the two properties to have an
11 interim sewer connection to the Kirkland sewer system at this time,
12 Kirkland and Redmond have agreed on certain terms and conditions
13 under which the two properties will be allowed to temporarily connect
14 to, and be serviced by, the Kirkland sewer until such time as the
15 Redmond sewer is extended to a location at which the two properties
16 may connect; and
17

18 WHEREAS, Chapter 39.34 RCW authorizes the parties to enter
19 into an interlocal cooperation agreement to perform any governmental
20 service, activity or undertaking which each contracting party is
21 authorized by law to perform.
22

23 NOW, THEREFORE, be it resolved by the City Council of the City
24 of Kirkland as follows:
25

26 Section 1. The City Manager is hereby authorized and directed
27 to execute on behalf of the City of Kirkland an Interlocal Agreement
28 substantially similar to that attached as Attachment "A", which is entitled
29 "City of Redmond and City of Kirkland Interlocal Agreement for Interim
30 Sewer Service for Bridle Lodges and 7050 132nd Avenue NE."
31

32 Passed by majority vote of the Kirkland City Council in open
33 meeting this 6th day of March, 2018.
34

35 Signed in authentication thereof this 6th day of March, 2018.



Amy Walen, Mayor

Attest:


Kathi Anderson, City Clerk

**CITY OF REDMOND AND CITY OF KIRKLAND
INTERLOCAL AGREEMENT FOR INTERIM SEWER SERVICE
FOR BRIDLE LODGES AND 7050 132nd AVENUE NE**

THIS AGREEMENT is made and entered into by and between the City of Kirkland, a Washington municipal corporation (“Kirkland”), and the City of Redmond, a Washington municipal corporation (“Redmond”) for the purposes hereafter mentioned.

RECITALS

A. Bridle Lodges is a residential development (“the Development”) located on 132nd Avenue NE 137 feet north of NE 70th Street (“the Development Property”). The Development Property is shown on Exhibit A attached to this Agreement and incorporated herein by this reference as if set forth in full. The Development Property is located on the Redmond side of 132nd Avenue NE.

7050 132nd Avenue NE is a single family home (“the House”) located along 132nd Avenue NE approximately 553 feet north of NE 70th Street (“the House Property”). The House Property is also shown on Exhibit A attached to this Agreement and incorporated herein by this reference as if set forth in full. The House Property is located on the Redmond side of 132nd Avenue NE.

B. Redmond owns and operates a sanitary sewer system within Redmond. The closest Redmond sewer location to the Development and House Properties is in the intersection of NE 75th Street and 132nd Avenue NE, approximately 1000 feet north of the Development Property and 600 feet north of the House Property.

C. Kirkland owns and operates a sanitary sewer system within Kirkland. The closest Kirkland sewer location to the Development and House Properties is in 132nd Street NE, directly in front of the Development and House Properties.

D. The Development desires to develop its property with six single family homes and has requested that Redmond and Kirkland allow the Development to temporarily connect to the Kirkland sewer rather than having to extend the Redmond sewer 1000 feet to the Development Property.

The House has requested that Redmond and Kirkland allow the Development to temporarily connect to the Kirkland sewer rather than having to extend the Redmond sewer 600 feet to the Development Property.

E. In order to allow the Development and House to develop, Kirkland and Redmond will hereby agree on certain terms and conditions under which the Development and House would be allowed to temporarily connect to and be serviced by the Kirkland sewer until such time as the Redmond sewer is extended to a location at which the Development and House may connect. These connections will only be allowed if feasible from an engineering standpoint and meet all

City of Kirkland, City of Redmond, Washington State Department of Health, and Washington State Department of Ecology requirements.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF the terms and conditions set forth below, Redmond and Kirkland agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for temporary sanitary sewer service to the Development and House Properties through connection to Kirkland's sewer system. Temporary sanitary sewer service will only be allowed if Redmond's sewer system has not yet been extended to a location at which the Development and House may connect.

2. **Redmond to Connect Temporary Main.** Kirkland hereby grants Redmond permission to connect an eight inch (8") sanitary sewer main ("the Redmond Main") to a newly installed Kirkland sewer manhole in the 132nd Avenue NE right-of-way ("Kirkland Main"). The Redmond Main will be extended from the Development Property westerly to the existing Kirkland Main in 132nd Avenue NE. All construction shall be accomplished at the Development's sole cost and expense. The Development shall obtain any necessary permits from Kirkland to make the connection and shall obtain Kirkland's approval of plans for the connection.

Kirkland also hereby grants Redmond permission to connect a two inch (2") pressure sanitary side sewer ("Side Sewer") from the House Property westerly to the Kirkland Main. All construction shall be accomplished at the Development's sole cost and expense. The Development shall obtain any necessary permits from Kirkland to make the connection and shall obtain Kirkland's approval of plans for the connection.

3. **Development and House to Connect to Redmond Main.** The Development and House will connect the Development and House Properties to the Redmond main by side sewer extension. No other connections will be allowed by Redmond. Kirkland agrees to accept wastewater from the Development and House Properties into the Kirkland sewer system for transmission to King County for treatment and disposal, provided, that the Development and House shall comply with all rules and regulations of King County, Kirkland, and Redmond, with respect to such wastewater disposal in that order of priority.

4. **Development to Construct Additional Main.** As a condition of development approval for the Development, Redmond will require the Development to construct a portion of the sewer main that will ultimately be needed to serve the Development Property and the House property from the Redmond sewer system ("Redmond's Future Main"). Redmond's Future Main will be in 132nd Avenue NE from the center of the Development's property approximately 475 feet north where another Redmond sanitary sewer main will be constructed. Redmond's Future Main will be approximately 475 feet in length and will be constructed at no cost or expense to Kirkland. At such time as Redmond sewers are extended in 132nd Avenue NE, the Development

will be disconnected by Redmond from the Kirkland Main and connected to Redmond's Future Main.

5. **House to Connect to Redmond Main.** At such time as Redmond sewers are extended in 132nd Avenue NE, the House will be disconnected by Redmond from the Kirkland Main described in Section 2 above and connected to Redmond's Future Main.

6. **Development and House to be Redmond Customers.** The Development and House shall at all times be a Redmond sanitary sewer customer and subject to Redmond's rates and charges, including connection charges. Kirkland shall not bill the Development or House directly for sanitary sewer service.

7. **Redmond to Compensate Kirkland.** Redmond shall pay to Kirkland twenty percent (20%) of the local collection component of Redmond sewer service charge to the Development and House as compensation to Kirkland for transmission of the Development's and House's sanitary sewage to King County for treatment and disposal. Redmond shall report flows for the Development and House to King County and pay the regional wastewater treatment charges for the Development's and House's sanitary sewage. Payment to Kirkland shall be made annually in a lump sum payment by January 31 for the prior year's sewer charges.

8. **Kirkland Sewer Capital Facility Charge (SCFC).** The development and House shall pay the applicable Kirkland SCFC to the City of Kirkland prior to issuance of a Building Permit for the Development and House. If the Development and/or House is connected to the Redmond sewer system within 10 years after the SCFC is paid, the Development and/or House may request a refund from the City of Kirkland for a portion of the SCFC. The refund will be calculated pro rata based on the amount of time remaining on the ten years when the Development and/or House connects to the Redmond sewer.

9. **Duration.** This Agreement shall take effect on the date the last party signs the same and shall terminate upon disconnection of the Development and House Property from the Kirkland Main and connection to Redmond's Future Main. Termination prior to that date may be accomplished only by:

A. Mutual agreement of Redmond and Kirkland; or

B. Termination by either party upon material breach of this Agreement by the other, provided, that no such termination may be accomplished unless the terminating party notifies the breaching party of its intent to terminate and provides the breaching party with no less than thirty days to cure the breach and avoid termination.

10. **Property and Financing.** No joint property is being acquired by the parties to this Agreement and both the Redmond Main and Redmond's Future Main shall at all times be solely owned, maintained, repaired or replaced as necessary by Redmond. No joint financing of any purchase, improvement, or activity is provided for in this Agreement and all construction shall be accomplished at no cost and expense to Kirkland.

11. **Administration.** This Agreement shall be jointly administered by the public works directors of Kirkland and Redmond.

12. **Notices.** Any notices required by this Agreement shall be given in writing to the parties at the following addresses:

Kirkland:

Kurt Triplett
City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

Redmond

John Marchione
Mayor
City of Redmond
P.O. Box 97010
Mail Stop CHEX
Redmond, WA 98073-9710

13. **Severability.** If any section, sentence, clause, or phrase of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other section, sentence, clause, or phrase. The parties agree that in the event such invalidity or unenforceability deprives either party of any of the benefits provided herein, as determined by the party who believes they have been so deprived, a replacement provision will be negotiated to restore those benefits. In the event a replacement provision cannot be negotiated, the Agreement will be deemed terminated and the Development's and House's connections to the Kirkland system will be immediately disconnected by Redmond or by Kirkland or its agents at Redmond's expense.

14. **Entire Agreement.** This Agreement constitutes the final and entire agreement and understanding between the parties concerning the provision of sewer service to the Development and/or House and supersedes all prior agreements and understandings. This Agreement may be amended only by a written instrument signed by both parties.

CITY OF KIRKLAND

CITY OF REDMOND

Kurt Triplett, City Manager

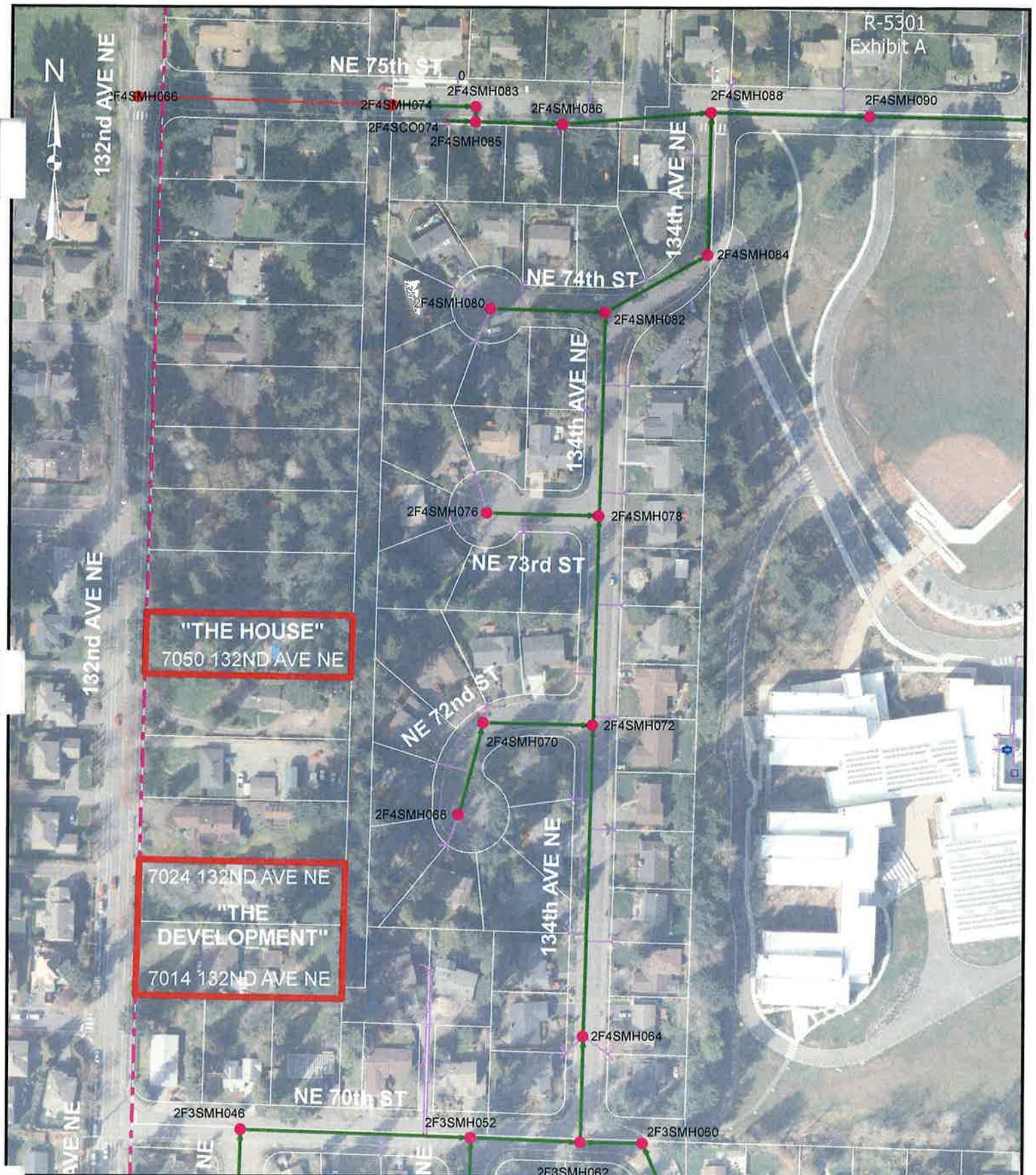
Dated: _____

John Marchione, Mayor

Dated: _____

APPROVED AS TO FORM:
OFFICE OF THE KIRKLAND CITY
ATTORNEY:

APPROVED AS TO FORM:
OFFICE OF THE REDMOND CITY
ATTORNEY:



Interlocal Agreement
Property Locations

Exhibit A