

RESOLUTION NO. 2171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY A SUPPLEMENTAL AGREEMENT WITH THE MUNICIPALITY OF METROPOLITAN SEATTLE AUTHORIZING JOINT USE OF A PORTION OF EASTSIDE INTERCEPTOR, SECTION 14.

WHEREAS, the Municipality of Metropolitan Seattle, commonly referred to as "Metro", and the City of Kirkland have heretofore entered into a long term agreement for sewage disposal dated May 5, 1961, and


WHEREAS, the parties desire to amend certain portions of said agreement to reflect changed conditions and policies, and

WHEREAS, Metro has constructed the Eastside Interceptor, Section 14, to serve as a facility for the Metropolitan sewage system and the City of Kirkland desires to use a portion of the Interceptor as a local sewage facility,

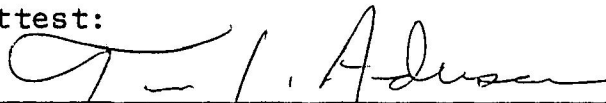
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement known as "1st Supplemental Agreement Joint Use of Portion of Eastside Interceptor, Section 14", copy of which is attached hereto and by this reference incorporated herein.

APPROVED by majority vote of the Kirkland City Council in regular meeting on the 19th day of March, 1973.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Director of Administration and Finance  
(ex officio City Clerk)

RESOLUTION NO. 1854

A RESOLUTION of the Council of the Municipality of Metropolitan Seattle authorizing the execution of a 1st Supplemental Agreement with the City of Kirkland.

WHEREAS, the Municipality owns, operates and maintains the Eastside Interceptor Sewer and the City of Kirkland desires to utilize a portion of said Interceptor sewer as a local sewer; and

WHEREAS, It is in the best interests of the City and the Municipality that an agreement be entered into providing for the joint use by the City of a portion of said trunk sewer on the terms and conditions provided in the agreement proposed therefor;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Metropolitan Seattle that the Municipality shall enter into the 1st Supplemental Agreement with the City of Kirkland, such agreement to be substantially in the form of Exhibit A attached hereto and by this reference made a part hereof and the Chairman and Clerk of the Council are hereby authorized and directed to execute such agreement on behalf of the Municipality.

ADOPTED by the Council of the Municipality of Metropolitan Seattle at a regular meeting of the Council held on the 19th day of April, 1973.

/s/ C. CAREY DONWORTH

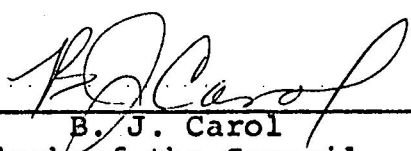
C. Carey Donworth  
Chairman of the Council

ATTEST:

/s/ B. J. CAROL

B. J. Carol  
Clerk of the Council

I, B. J. CAROL, duly selected, qualified and Clerk of the Council of the Municipality of Metropolitan Seattle, DO HEREBY CERTIFY that the foregoing resolution is a true and correct copy of Resolution No. 1854 of said Council duly adopted at a regular meeting thereof held on the 19<sup>th</sup> day of April, 1973, signed by the Chairman of such Council in attendance at such meeting and attested by myself in authentication of such adoption.

  
\_\_\_\_\_  
B. J. Carol  
Clerk of the Council

MUNICIPALITY OF METROPOLITAN SEATTLE

CITY OF KIRKLAND

1st SUPPLEMENTAL AGREEMENT  
JOINT USE OF PORTION OF EASTSIDE INTERCEPTOR, SECTION 14

THIS AGREEMENT, made and executed as of this 19 day of APRIL, 1973, 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, the parties have heretofore entered into a long-term agreement for Sewage Disposal dated May 5, 1961 (hereinafter referred to as the "Basic Agreement"); and

WHEREAS, the parties desire to amend certain portions of the Basic Agreement to reflect changed conditions and policies; and

WHEREAS, Metro has constructed the Eastside Interceptor, Section 14. (hereinafter referred to as the "Interceptor"), to serve as a facility of the Metropolitan Sewerage System; and

WHEREAS, the City desires to use portions of the Interceptor as a Local Sewerage Facility;

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

Section 1. Definition of Terms. The defined terms used in this contract shall have the meanings set forth in the Basic Agreement. Where manhole numbers are referred to, reference is made to Metro Contract Document 64-10, Schedule 3 for the Eastside Interceptor, Section 14, copies of which are on file with Metro and the City.

EXHIBIT A

Section 2. Amendment of Basic Agreement - Delivery and Acceptance of Sewage. Section 2 of the Basic Agreement is hereby amended to read as follows:

"Section 2. Delivery and Acceptance of Sewage. The City shall deliver to Metro all of the sewage and industrial waste collected by the City and Metro shall accept the sewage and waste delivered for treatment and disposal as hereinafter provided subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or waste from any person, firm or private corporation which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facility of the City without the written consent of the City."

Section 3. Joint Use of Portions of Interceptor. The City and Metro agree that the Interceptor between Manhole R02-71 and Manhole R02-72 shall serve as both a Metropolitan and a Local Sewerage Facility for such Participants as have authority to provide local service. The City shall have the right to make direct local connections to said sewer for which the City shall pay to Metro, before making said connection, the sum of \$8.00 per front foot of property served on each side of the interceptor alignment; that is, a total of \$16.00 per front foot of property served if local service is given on both sides of the Interceptor. Said amount represents the estimated cost of providing sewer service by constructing an eight-inch (8") local sewer on the same alignment as the Interceptor throughout that portion where local connections are allowed. Prior to any local connection, the City shall submit to Metro for approval a plot plan indicating the amount of frontage and property to be served, and shall

make payment to Metro of the agreed upon amount. Upon such approval and payment, the City shall own an eight-inch (8") equivalent share of the Interceptor where local service is given on both sides of the Interceptor, and one-half thereof where service is given on only one side. Local connections to the Interceptor may be made by the City in such a manner as shall be approved by Metro. The City shall hold Metro harmless from any loss, cost, charge, liability or expense resulting from or arising out of damage to the Interceptor or to the persons or property of others caused by the making of such connections or the City's failure to observe any covenant of this Agreement.

Section 4. Construction and Maintenance of Local Sewerage Facilities. The City shall construct, operate and maintain at its expense or cause others to construct, operate and maintain at their expense, and in good working order and condition, any side sewers or Local Sewerage Facilities connected to the Interceptor up to and including the tee connection. Metro shall have no responsibility for construction, operation or maintenance of such side sewers or Local Sewerage Facilities.

Section 5. Maintenance and Operation of Interceptor. Metro shall continue to operate, maintain and own all portions of the Interceptor except as otherwise expressly provided herein. The City shall have no responsibility for operation or maintenance of the Interceptor.

Section 6. Amendment to Basic Agreement - Termination. Section 12 of the Basic Agreement is hereby amended to read as follows:

"Section 12. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect until July 1, 2016."

Section 7. Basic Agreement Otherwise Unchanged. Except as otherwise provided in this Agreement, all provisions of the Basic Agreement shall remain in full force and effect as written therein.

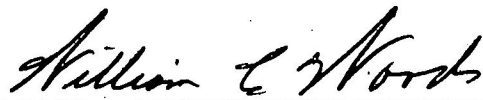
Section 8. Assignment. Neither of the parties hereto shall have the right to assign this agreement or any of its rights and obligations hereunder nor to terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party, and this agreement shall be binding upon and inure to the benefit of the respective successors of the parties hereto.

Section 9. Execution of Documents. This Agreement shall be executed in six counterparts, any one of which shall be regarded for all purposes as one original.

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

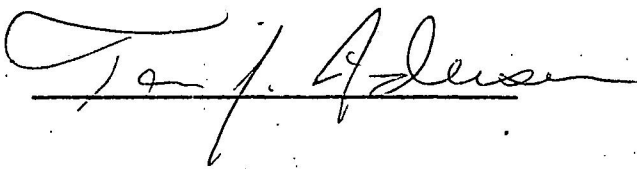
CITY OF KIRKLAND

By



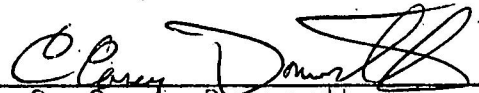
Mayor William C. Woods

ATTEST:



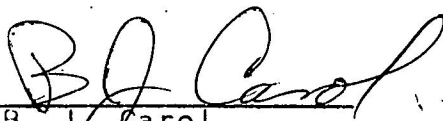
MUNICIPALITY OF METROPOLITAN SEATTLE

BY



C. Carey Donworth  
Chairman of the Council

ATTEST:



B. J. Carol  
Clerk of the Council

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 19th day of March, 1973, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William C. Woods and Tom J. Anderson, to me known to be the Mayor Dir. of Admin. & Fin., respectively, of the CITY OF KIRKLAND, the Municipal Corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Arthur E. Neutson  
Notary Public in and for the State of  
Washington, residing at Kirkland

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 19th day of April, 1973, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. CAREY DONWORTH and B. J. CAROL, to me known to be the Chairman of the Council and Clerk of the Council, respectively, of the MUNICIPALITY OF METROPOLITAN SEATTLE, the municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Jack A. Hakala  
Notary Public in and for the State of  
Washington, residing at SEATTLE