

RESOLUTION NO. 2201

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR JOINT
MAINTENANCE AND OPERATION OF WATER STORAGE AND DISTRIBUTION
PROJECT

WHEREAS, the City of Kirkland, King County Water District
No. 81 and King County Water District No. 99 (whose interest has
been succeeded to by the City of Bellevue) heretofore entered
into a joint construction of water storage and distribution
project, and

WHEREAS, said joint construction project contemplated
the ongoing operation and maintenance of said project, and

WHEREAS, an agreement for joint maintenance and
operation of water storage and distribution project has been
negotiated between the cities of Kirkland and Bellevue, and
King County Water District No. 81,

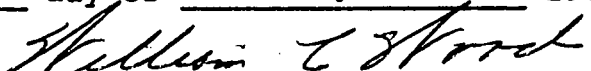
NOW, THEREFORE, BE IT RESOLVED by the City Council of
the City of Kirkland as follows:

Section 1. The Mayor and the Director of Administration
and Finance (ex officio City Clerk) are hereby authorized and
directed to sign on behalf of the City of Kirkland a contract
substantially in the form attached hereto as Exhibit A and
designated "Agreement for Joint Maintenance and Operation of
Water Storage and Distribution Project".

Section 2. The Director of Administration and Finance
(ex officio City Clerk) is hereby directed to file certified
copies of this resolution, including the attached joint agree-
ment, with the following public officials or agencies:


1. Office of Secretary for King County Water District
No. 81.
2. Office of the City Clerk for the City of Bellevue
3. Division of Records, Records & Election Department
of King County
4. The Secretary of State for the State of Washington
5. The Office of the City Clerk for the City of
Kirkland

PASSED by majority vote of the Kirkland City Council
in regular meeting on the 16th day of July 1973.



Mayor

Attest:



Director of Administration and Finance
(ex officio City Clerk)

2174
7-31-73

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 2174

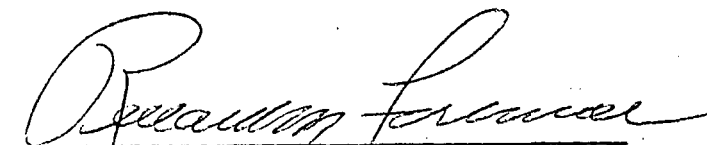
A RESOLUTION authorizing execution of agreement for joint maintenance and operation of water storage and distribution project with City of Kirkland and King County Water District No. 81.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

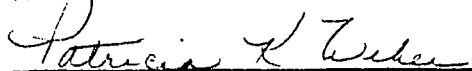
Section 1. That the City Manager is hereby authorized and directed to execute, on behalf of the City, that certain agreement for joint maintenance and operation of water storage and distribution project, with the City of Kirkland and King County Water District No. 81, a copy of which agreement has been given Clerk's Receiving No. 2477.

PASSED by the City Council this 6 day of August, 1973, and signed in authentication of its passage this 6 day of August, 1973.

(SEAL)


Richard M. Foreman
Mayor

Attest:


Patricia K. Weber
City Clerk

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CERTIFICATE

I, the undersigned, SHARON S. STEWART, ASSISTANT CITY CLERK of the City of Bellevue, Washington, certify that this is a true and correct copy of Res # 2174
Subscribed and sealed this 1 day of November 1973


Assistant City Clerk

FILED NO. 2477
CITY OF BELLEVUE
DATE 8-8-73
CITY CLERK P. White

AGREEMENT FOR JOINT MAINTENANCE AND OPERATION OF
WATER STORAGE AND DISTRIBUTION PROJECT

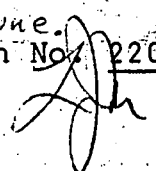
AGREEMENT among CITY OF KIRKLAND, KING COUNTY WATER DISTRICT NO. 81 and CITY OF BELLEVUE, all municipal corporations of the State of Washington.

1. Purpose. The City of Kirkland, King County Water District No. 81 and King County Water District No. 99 previously entered into an agreement, dated December 1, 1970, entitled "Agreement for Joint Construction of Water Storage and Distribution Project." Pursuant to the agreement, a water storage reservoir, telemetering system, and certain distribution mains were constructed and are now in operation. The City of Bellevue, by contract, has succeeded to the interest of King County Water District No. 99 in the said joint project. The purpose of this agreement is to provide for the joint maintenance of the said project, pursuant to paragraph 17 of the construction agreement.

2. Definitions. The words defined in paragraph 1 of the construction agreement shall have the same meaning herein.

3. Control Board. The Control Board established pursuant to paragraph 11 of the construction agreement shall continue for the purpose of operation of the joint facilities. In order to carry out the purpose of this agreement, and within its provisions, the Control Board, by majority vote, shall determine such matters of operating policy as may not be specifically covered herein and as may arise from time to time. The Board by unanimous vote, may appoint an operating committee consisting of one or more employees of the parties with such powers and duties as may be determined by the Board. The Board shall meet at least semi-annually, in April and October at a time mutually convenient to the members, and may meet at any other time on the call of any member, or by mutual agreement. The Control Board member representing the City of Bellevue shall be the City Manager of the City of Bellevue.

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4. Operating agent. King County Water District No. 81 shall be the agent of the parties, acting under the direction of the Control Board, in operating the joint facilities pursuant to this agreement.

5. Water. All water consumed by Kirkland and District 81, and a part of the water consumed by Bellevue, is supplied by the City of Seattle through master meters from the East Side supply line to the District 81 system. Water furnished from the District 81 system to Kirkland and Bellevue is measured by secondary master meters. It is recognized that some leakage in the District 81 distribution system supplying the secondary master meters, slippage and errors in the secondary master meters, and loss from ruptures in the District 81 system or for some other causes, will occur. The Control Board shall determine a reasonable addition to the water shown to pass through the secondary master meters, to compensate for such loss factors. Until such determination, the initial percentages to be added to the secondary meter readings shall be:

| | |
|------------------|-----|
| City of Kirkland | 15% |
| City of Bellevue | 2% |

The water consumed by District 81 is assumed to be the difference between the Seattle master meter readings and the readings from the secondary master meters, adjusted for loss. In any event, it is the intent of this agreement that each party shall pay its fair share of the water jointly purchased from Seattle. District 81 will bill each party for its share of water consumed, and each party shall reimburse the Joint Maintenance Fund promptly. The foregoing percentages will be adjusted at the end of each year to reflect actual losses. District 81 will keep records sufficient to substantiate the adjusted percentages.

6. Insurance. The Control Board shall determine the nature and amount of hazard and liability insurance to be provided for the joint facilities and their operation. District 81 shall procure

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9. Fixed monthly expense. (a) The expected regularly recurring fixed expenses of administering the project are set out in the attached Schedule B, and shall be paid monthly by the component agencies in the following proportions:

| | |
|-------------------|-------|
| City of Kirkland | 50% |
| Water District 81 | 36.6% |
| City of Bellevue | 13.4% |

(b) The amounts shown in Schedule B are based on present costs to Water District 81 and are to be adjusted in the future by the Control Board to conform to changes in costs or as the result of experience in administering the project, to the end that Water District 81 will be fully reimbursed for its actual cost of administration.

10. Other expense. (a) In addition to the fixed monthly expense described in the preceding paragraph, certain items of maintenance should be performed yearly and other work will be performed as needed. A description of these items is set out in the attached Schedule C.

(b) The work described in this paragraph which is for the benefit of the whole project, will be shared in the same proportions as the fixed monthly expense described in the preceding paragraph. Other work which may be required, such as repair or replacement of portions of the water mains of the project shall be billed and paid in the proportions set out in the agreement of December, 1970, for sharing the capital cost for the facility repaired or replaced.

(c) For the work referred to in this paragraph, Water District 81 shall be reimbursed for its actual expense plus 10% for general overhead. The use of its equipment shall be charged at the current rental rate used by District 81 in its cost accounting, and its actual payroll cost for the employee's time, including all payroll taxes and fringe benefits. A schedule of current hourly rates for employees and equipment is attached as Schedule A of this agreement.

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11. Effective date. The effective date of this agreement is September 1, 1972, and the component agencies shall be billed and shall reimburse Water District 81 for the recurring expense and any non-recurring expense which occurred from that date forward at the rate set out in this agreement.

Dated June 1, 1973.

CITY OF KIRKLAND

By William C. Woods
Mayor

By John P. Adams
Clerk

KING COUNTY WATER DISTRICT NO. 81

By James P. Mayfield
President

By Allen J. Long
Secretary

CITY OF BELLEVUE

By John Miller
City Manager

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SCHEDULE A

HOURLY RATES FOR PERSONNEL AND EQUIPMENT

The present hourly rates for personnel and equipment of Water District 81, as referred to in paragraph 10, are as follows:

| <u>Personnel:</u> | <u>Hourly Rate</u> |
|------------------------|--------------------|
| Manager | \$8.80 |
| Utility Serviceman I | 5.15 |
| Utility Serviceman II | 4.90 |
| Utility Serviceman III | 4.60 |
| Foreman | 6.80 |
| Accountant | 5.00 |
| <u>Equipment:</u> | |
| Dump truck | 2.50 |
| Van | 1.75 |
| Pickup | 2.00 |
| Backhoe | 8.00 |
| Pipe pusher | 2.00 |
| Ditch pump | 1.00 |
| Tamper | 1.00 |
| Cut-off saw | 1 00 |

SCHEDULE B

FIXED MONTHLY EXPENSE

The initial rate of the fixed monthly expenses referred to in paragraph 9 of this agreement are as follows:

| | |
|--|--------------|
| Administration by Water District 81 | \$150.00 |
| Rental of Water District 81 Administration Bldg. | 20.00 |
| Seattle Master Meter Charge | 410.00 |
| Leased Telephone Circuits, Telemetry System | 93.35 |
| Rental of Water Storage Tank Site | <u>50.50</u> |
| | \$723.85 |

Notes:

The amount shown for rental of the administration building is an estimated amount to reimburse District 81 for the use of its building in the administration of the project.

The amount shown as rental of the water storage tank site represents one-twelfth of the annual rental provided by the prior agreement of December 1, 1970.

The routine services which will be performed by Water District 81 for the monthly administration charge of \$150.00, together with the present estimated time required and the present estimated cost to Water District 81, which figures are shown for illustration only, are as follows:

| <u>Period</u> | <u>Operation</u> | <u>Time Required</u> | <u>Estimated Cost</u> |
|---------------|---|----------------------|-----------------------|
| Daily | Administration | 1/2 hr. | \$ 4.40 |
| | Scan charts, record meter readings, adjust ink flow, monitor demand adjust flow control | 1 hr. | 6.80 |
| Semi-monthly | Change charts | 3/4 hr. | 5.10 |
| Monthly | Meter reading | 1 hr. | 4.60 |
| | Accounting | 2 hrs. | 10.00 |
| | Billing, posting | 1/2 hr. | 3.00 |

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SCHEDULE C
OTHER MAINTENANCE EXPENSE

The following items of maintenance will normally be performed annually or at such other period as shall be determined by the Control Board:

- Draw down reservoir for inspection and touch up as necessary.
- Inspect, test and adjust five pressure regulating valves.
- Inspect, test and adjust five air-vac valves.
- Inspect, test and adjust two altitude valves.
- Inspect, test and adjust one flow control valve.
- Test and calibrate five meters.
- Test and calibrate telemetry functions.

The following items of maintenance will be performed as needed and as authorized by the Control Board:

- Reservoir and vault painting.
- Adjustment of valve boxes.
- Overhauling meters, pressure regulating valves, altitude valves, flow control valves, air-vac valves and butterfly valves.
- Repair of telemetry components.