

RESOLUTION NO. R 2374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN AGREEMENT WITH KING COUNTY FOR CONSTRUCTION AND IMPROVEMENTS TO N.E. 132ND STREET, FROM 100TH AVENUE N.E. TO 132ND AVENUE N.E.

WHEREAS, King County has heretofore made application to the Washington State Highway Department and the Federal Highway Administration for approval and funding of certain improvements to N.E. 132nd Street; and

WHEREAS, said improvements have been approved and funded by Washington State Highway Department and the Federal Highway Administration as a joint project; and

WHEREAS, the new proposed roadway will serve residents of both King County and the City of Kirkland; and

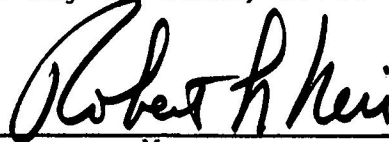
WHEREAS, King County abuts the proposed roadway on the north for its entire distance and on the south for all but 4500 feet, which 4500 feet lie within the City of Kirkland; and

WHEREAS, it is to the advantage of both the County and the City that the County act as lead agency and designated local governmental unit for report, accounting, and construction purposes;

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 between King County and the City of Kirkland for a construction project in N.E. 132nd Street from 100th Avenue N.E. to 132nd Avenue N.E.

ADOPTED by majority vote of the Kirkland City Council in regular meeting on the 7th day of June, 1976.



Mayor

Attest:



Director of Administration & Finance
(ex officio City Clerk)

A G R E E M E N T

Agreement for the construction of NORTHEAST
132ND STREET, King County, from 100th Avenue
NE to 132nd Avenue NE.

THIS AGREEMENT, made and executed this ____ day of _____,
1976, between King County and the City of Kirkland, both municipal
corporations of the State of Washington, witnesseth;

WHEREAS, the County of King has heretofore made application to
the Washington State Highway Department and the Federal Highway Ad-
ministration for approval and funding of certain improvements to
NE 132nd Street; and

WHEREAS, said improvements have been approved and funded by the
Washington State Highway Department and the Federal Highway Admini-
stration as a joint project; and

WHEREAS, the new proposed roadway will serve residents of both
King County and the City of Kirkland; and

WHEREAS, King County abuts the proposed roadway on the north
for its entire distance and on the south for all but 4500 feet, said
4500 feet abutting on the City of Kirkland;

NOW, THEREFORE, the said parties hereby enter into an agreement
as follows:

Section 1. The County of King shall be the designated local
governmental unit to report and account to the Washington State High-
way Department under the State's appropriate rules and regulations
in regard to said joint project identified as F.A.M. Project No.
M (). Such duties of King County shall include the preparation
and processing of F.A.M. claims and vouchers for payment, and
receipt and payment of F.A.M. funds and local contribution funds.

Section 2. The portion of the total project construction cost to be paid by local contribution funds shall be divided in the following manner: 21% shall be borne by the City of Kirkland, the remaining 79% shall be borne by King County. Each local governmental agency agrees to pay its respective share and to take all necessary action to pledge, budget, and allocate same. The City of Kirkland shall, as the progress of the work requires, remit to King County the City of Kirkland's share of such locally contributed funds. Such funds on receipt by King County shall be deposited in the project construction account, and an accounting of disbursements shall be given to the City of Kirkland.

Section 3. Construction Plans. King County shall prepare construction plans for the roadway consisting of two 8-foot bike lanes, two 12-foot travel lanes, with curb, gutter, sidewalks, storm drainage, and a signal at Kingsgate Way in accordance with MUTCD. All such plans shall be submitted to the other parties to this agreement for their approval and signature prior to construction. The preliminary cost estimate for this project is \$1,000,000.

Section 4. Acquisition of Right of Way or Easements. Each party to the agreement shall acquire such right of way or easements within their jurisdiction as required by the approved plans at their own expense. There will be no sharing of right of way expenses nor will there be any F.A.M. funds available for this purpose.

Section 5. Authority to Construct. The City of Kirkland hereby authorizes King County to enter its jurisdiction without further permit or bond for the purpose intended by this agreement.

Section 6. Construction. King County is hereby designated as the construction agent for the project with construction to be accomplished by competitive bid. As construction agent, King County will perform all engineering, surveying, and field inspection.

Section 7. Acceptance. Final acceptance of the project shall be by King County after inspection by both agencies.

Section 8. Progress Reports. King County will at all times keep the City of Kirkland advised as to the progress of said project, and will not order or approve any change in the approved design or construction which substantially changes the nature of said project or its basic design as approved by the Washington State Highway Department and the Federal Highway Administration without first consulting them.

Section 9. Conflict with F.A.M. Rules. To the extent that any of the provisions of this agreement shall conflict with the rules and regulations of Title 23, U. S. Code Highways, and the Washington State Highway Department relating to a joint county/city project, this agreement shall be deemed to be modified so as to conform to said rules and regulations, so long as such modification does not materially change the basic agreement of the parties and the allocation of their respective duties and obligations hereunder.

Section 10. King County Designated Lead Agency (SEPA). King County shall be the designated lead agency and shall assume and perform all responsibility for carrying out the duties imposed upon a lead agency pursuant to Washington Administrative Code Chapter 197-10 and Revised Code of Washington Chapter 43.21C

Section 10, Continued

(SEPA), together with such similar duties as may be required by virtue of Federal funding under the National Environmental Policy Act.

Dated this _____ day of _____, 1976.

KING COUNTY

Attest:

CITY OF KIRKLAND

Attest:

Tom Aduson

Robert H. Hein