

RESOLUTION NO. R 2468

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATING TO IMPROVEMENTS AND FUTURE MAINTENANCE OF CERTAIN CITY STREETS TO BE IMPROVED IN CONJUNCTION WITH CONSTRUCTION OF A KINGSGATE PARK & RIDE FACILITY.

WHEREAS, the Washington State Department of Transportation is contemplating construction of a Kingsgate Park & Ride Lot and a N.E. 132nd Street Flyer Stop adjacent to and within the limited access rights-of-way of SR 405, and

WHEREAS, in the course of said construction certain Kirkland city streets will be improved, and

WHEREAS, the Washington State Department of Transportation has submitted to the City a proposed agreement providing for such city street improvements and relinquishment thereafter to the City for all future maintenance, repair and reconstruction,

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

Section 1: The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain proposed agreement between the City of Kirkland and the Washington State Department of Transportation, copy of which is attached to the original of this resolution as Exhibit A and by this reference incorporated herein. Said agreement provides for the improvement of certain city streets therein identified to be accomplished by the Washington State Department of Transportation in conjunction with its construction of the Kingsgate Park & Ride Lot and the N.E. 132nd Street Flyer Stop adjacent to SR 405, and for all future maintenance, repair and reconstruction of said city streets to be done by the City of Kirkland following

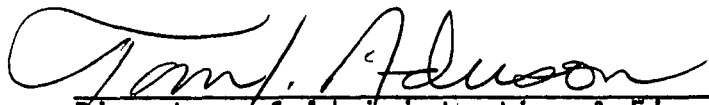
completion of said improvements and construction, all as set forth in said agreement.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 7th day of November, 1977.

SIGNED in authentication thereof on the 7th day of November, 1977.

  
\_\_\_\_\_  
MAYOR pro tem

ATTEST:

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

A G R E E M E N T

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_, by and between the State of Washington, Washington State Department of Transportation, acting by and through the Secretary of the Department of Transportation, hereinafter called the "State" and the City of Kirkland, acting by and through its authorized agent, hereinafter called the "City".

WHEREAS, the State is contemplating construction of the Kingsgate Park and Ride Lot and the N.E. 132nd Street Flyer Stop adjacent to and within the Limited Access Rights-of-Way of SR 405, Northrup Interchange to N.E. 140th Street, sheet 12 of 25 sheets, referenced hereto as Exhibit "A", and

WHEREAS, a portion of relocated City streets will be improved in conjunction with the proposed projects,

NOW, THEREFORE, pursuant to Directive No. D 26-64 (HW) "Certification and Relinquishment of Highways and Local Road and Streets to Counties or Cities", and WAC 252-10-050, "Policy on the Construction, Improvement and Maintenance of State Highways and City Streets", it is mutually agreed that:

I

The State shall construct the Kingsgate Park & Ride Lot and the N.E. 132nd Street Flyer Stop along with improvements to the City streets.

II

Subsequent to the completion of construction and opening to public use, the State will notify the City in writing that it will

transfer jurisdiction of these features. The City agrees to accept said rearranged City streets, including rights of way and other property rights, and to relieve the State from all responsibility in the operation, maintenance and reconstruction of these features, in accordance with this agreement.

### III

Within six (6) months following the notice to transfer jurisdiction the State will furnish the City a recorded conveyance for those rights of way shown in color in the plans marked Exhibit "A", sheet 1 of 1 sheet, attached hereto and by this reference made a part of this agreement.

### IV

The City hereby acknowledges that the access control as established and acquired is a property right and agrees that any transfer of these rights is governed by the statutes covering disposal of property rights, subject to concurrence by the Federal Highway Administration.

### V

The City agrees to perform all maintenance, repair and reconstruction of the rearranged City streets, as shown on the plans marked Exhibit "A" upon notification in writing from the State that it will transfer jurisdiction. Exhibit "A" is colored as follows: Red indicates construction and rights of way to be relinquished to the City; Blue indicates easements to be relinquished to the City; Green indicates areas within the highway right of way at separated crossings to be maintained and reconstructed by the City. Except for snow and ice removal, maintenance and reconstruction to "as-built" standards of the separation structure shall be the responsibility of the State.

The City agrees to accept operation and maintenance of the eight (8) luminaires and appertenances shown on EXHIBIT "B" sheet 1 of 1 sheet attached hereto and by this reference made a part of this agreement.

No liability shall attach to the State or the City by reason of entering into this agreement except as expressly provided herein.

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

CITY OF KIRKLAND

Attest:

Tom J. Adusa

Allen B. Locke

City Manager, CITY OF KIRKLAND

Approved as to Form:

\_\_\_\_\_, 19\_\_

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Highway Development Engineer

By:

Assistant Attorney General



