

RESOLUTION NO. R - 2655

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A CERTAIN AGREEMENT BETWEEN THE CITY OF KIRKLAND AND NORTHEAST LAKE WASHINGTON SEWER DISTRICT RELATING TO SANITARY SEWER FACILITIES WITHIN THE NORTH KIRKLAND IMPROVEMENT PROJECT AREA (L.I.D. NO. 115).

WHEREAS, a portion of the area lying within the North Kirkland Improvement Project (L.I.D. No. 115) as described in the agreement between the City of Kirkland and the Northeast Lake Washington Sewer District, a copy of which is attached to the original of this Resolution and by this reference incorporated herein, lies within the City of Kirkland and the sewer service area of the City of Kirkland's Sanitary Sewer System; and

WHEREAS, said area is not presently connected to the Kirkland Sanitary Sewer System, and because of the topography of the area, cannot readily be so connected; and

WHEREAS, the service area and corporate boundaries of the Northeast Lake Washington Sewer District lie adjacent to said area, said area can conveniently connect into the existing Northeast Lake Washington Sewer facilities; and

WHEREAS, both the City and sewer district are authorized by State law to enter into intergovernmental cooperative agreements;


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 and by this reference incorporated herein. Said agreement permits the City of Kirkland to connect a portion of the Kirkland Sanitary Sewer System, constructed within the area described in said agreement, and lying within the North Kirkland Improvement Project area (L.I.D. No. 115), into the existing Northeast Lake Washington Sewer System facility in the vicinity of 116th Avenue N.E. and N.E. 124th Street.

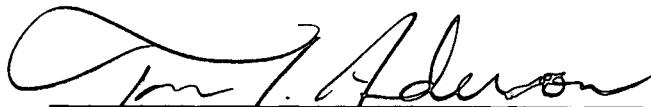
Section 2. Said agreement shall become effective upon its being properly signed by both the City of Kirkland, as herein authorized, and by the Northeast Lake Washington Sewer District.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 17th day of September, 1979.

SIGNED IN AUTHENTICATION thereof on the 17th day of September, 1979.


MAYOR *Pro Tem*

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

AGREEMENT

THIS AGREEMENT made and entered into this day, by and between the City of Kirkland, an optional code city, hereafter referred to as "city"; and Northeast Lake Washington Sewer District of King County, Washington, a municipal corporation, hereinafter sometimes referred to as "sewer district".

W I T N E S S E T H

WHEREAS, both city and sewer district are authorized by state law to enter into cooperative agreements, and

WHEREAS, the area described and designated on Exhibit A, attached hereto and by this referenced incorporated in full herein, as subject area lies within the City of Kirkland and the sewer service area of the City of Kirkland Sanitary Sewer System, and

WHEREAS, the North Kirkland Improvement Project (L.I.D. 115) includes the installation of sanitary sewer service facilities within said subject area, and

WHEREAS, said area is not presently connected to the existing Kirkland Sanitary Sewer System, and because of the topography of the area may not readily be so connected, and

WHEREAS, the service area and corporate boundaries of Northeast Lake Washington Sewer District lie adjacent to subject area, and subject area can conveniently connect into the existing Northeast Lake Washington Sewer System facilities, and

WHEREAS, both parties are desirous where possible and convenient to mutually assist one another under terms and conditions as set forth herein, now, therefore,

IN CONSIDERATION of the agreements herein contained, it is agreed as follows:

Section 1. All sanitary sewer facilities to be constructed within the subject area as a part of or in connection with Local Improvement District No. 115, and the North Kirkland Improvement Project (which facilities are described and designated on Exhibit A, as attached hereto, and by this reference incorporated herein), shall upon construction and acceptance become for all purposes including customer service charges and maintenance, part of the Kirkland Sanitary Sewer System, but may nevertheless, be connected into the Northeast Lake Washington Sewer District sanitary sewer trunkage facilities at the point or points so designated as "connection point" on Exhibit A. Prior to making connection, city shall notify sewer district of the intended date of connection so that sewer district may cause its engineers to be physically present and to inspect and approve the connection to the sewer district's system. All costs of making said connection in complying with all federal, state and other applicable regulatory agency requirements shall be at the sole cost and expense of city.

Section 2. Sewer district agrees to accept sewage only from the area described in Exhibit A entering into its system

through said designated connection point and agrees to convey the same through its system to its connection with the municipality of Metropolitan Seattle System. The providing of this service by sewer district to city shall be subject to all requirements, rules and regulations of the municipality of Metropolitan Seattle (METRO), and agrees to pay all fees due METRO with respect to the sewage entering sewer district's system. Should it hereafter be claimed or asserted by sewer district or METRO that there are excessive flows due to infiltration or other reasons from the area described in Exhibit A resulting in increased METRO charges to sewer district, then city agrees to install a metering device to measure the flow entering district's system at the connection points.

Section 3. It is acknowledged that city has designed and constructed the sewer system within Exhibit A and that all costs of construction and of said connection to the system of sewer district shall be at the sole cost and expense of city and no part of the cost of construction of sanitary sewer facilities to be constructed within the area described in Exhibit A nor any of its maintenance, repair, replacement or restoration shall be borne or paid by sewer district.

Section 4. City agrees to pay to district the sum of \$ 35,633.89 as a connection charge for connecting the area described in Exhibit A to the system of the district which sum shall be paid as a condition precedent to the city making

the connection to the sewer district sewage system. Said payment has been based upon the sewer district existing requirement for connection charges of \$750 per gross acre.

In addition thereto, city will pay to sewer district a monthly sewer trunkage charge in an amount equal to forty cents (\$.40) per month for residential customer or residential equivalent (residential equivalent being computed per requirements of METRO) actually connected to and served by the facilities of City of Kirkland Sewer System within the area described in Exhibit A. City will maintain and provide records to sewer district of all customers, residential and commercial, and water flow for commercial customers so that the residential equivalent can be computed from time to time as requested by sewer district of city. Said monthly service trunkage charge shall be billed by sewer district to city from time to time but, in no event, less than annually. City agrees to report monthly to sewer district the number of residential customers or residential equivalents added to the system of city within the area described in Exhibit A for the preceding calendar month so that at all times district shall have an accurate count of residential customers or residential equivalents within the area described in Exhibit A.

Section 5. Sewer district reserves the right to provide sanitary sewer service within the sewer district boundary including those properties lying immediately west of and within the same drainage basin which could be served by way of connection into the City of Kirkland system described in Section 1 above. Said drainage basin is delineated on the map included as part

of Exhibit A. The City of Kirkland may likewise provide sewer services by way of connection into the sewer facilities described in Section 1 to those properties within the same drainage basin which are within the City of Kirkland provided that if services provided to property within the City of Kirkland by connection to a system that ultimately connects to the sewer district sewer system, then the property to be served must be real property included on Exhibit A and for which the connection charge has been computed and paid as provided for in Section 4. City may not provide sewer service to any real property, or residential equivalent customers whose sewage will flow into the sewer district's system unless said property is located on and a part of the real property described in Exhibit A, and connection fees have been paid as provided in Section 4 hereof. It is recognized that sewer district has a vested interest in limiting and defining the flow that will enter sewer district system in that district has to reserve capacity for other areas of sewer district that will not hereafter require sewer service by connecting to the sewer service of district that is providing services to city pursuant to this agreement.

Section 6. Neither party shall by virtue of this agreement acquire any proprietary or governmental interest in the sewage system or sewerline of the other party. Each party shall be solely responsible for the operation, maintenance, restoration and replacement of its own system of sewers.

Section 7. No waiver by either party of any term or condition of this agreement shall be deemed or construed as a waiver of any other term or condition.

Section 8. Each party agrees and declares that this agreement is a valid exercise of the mutual assistance and interlocal governmental cooperation authority granted to the respective parties under the laws of the State of Washington, and to that end each of the parties agrees to defend and support this agreement as being for the benefit of the health, safety, and general welfare of the general public, and each party further agrees to cooperate with the other party with respect to any appearance which may be required by either party in any proceeding before any other governmental agency.

Section 9. This agreement may be terminated by either party giving twelve (12) months notice to the other party of intent to terminate this agreement whereupon the termination date shall be upon expiration of twelve (12) months from date of receipt of said notice. In the event of termination under this paragraph, all costs of disconnection and replacement and restoration shall be paid by city.

THIS AGREEMENT signed this _____ day of _____, 197__.

NORTHEAST LAKE WASHINGTON SEWER
DISTRICT OF KING COUNTY, WASHINGTON

BY _____
President, Board of Commissioners

BY _____
Secretary, Board of Commissioners

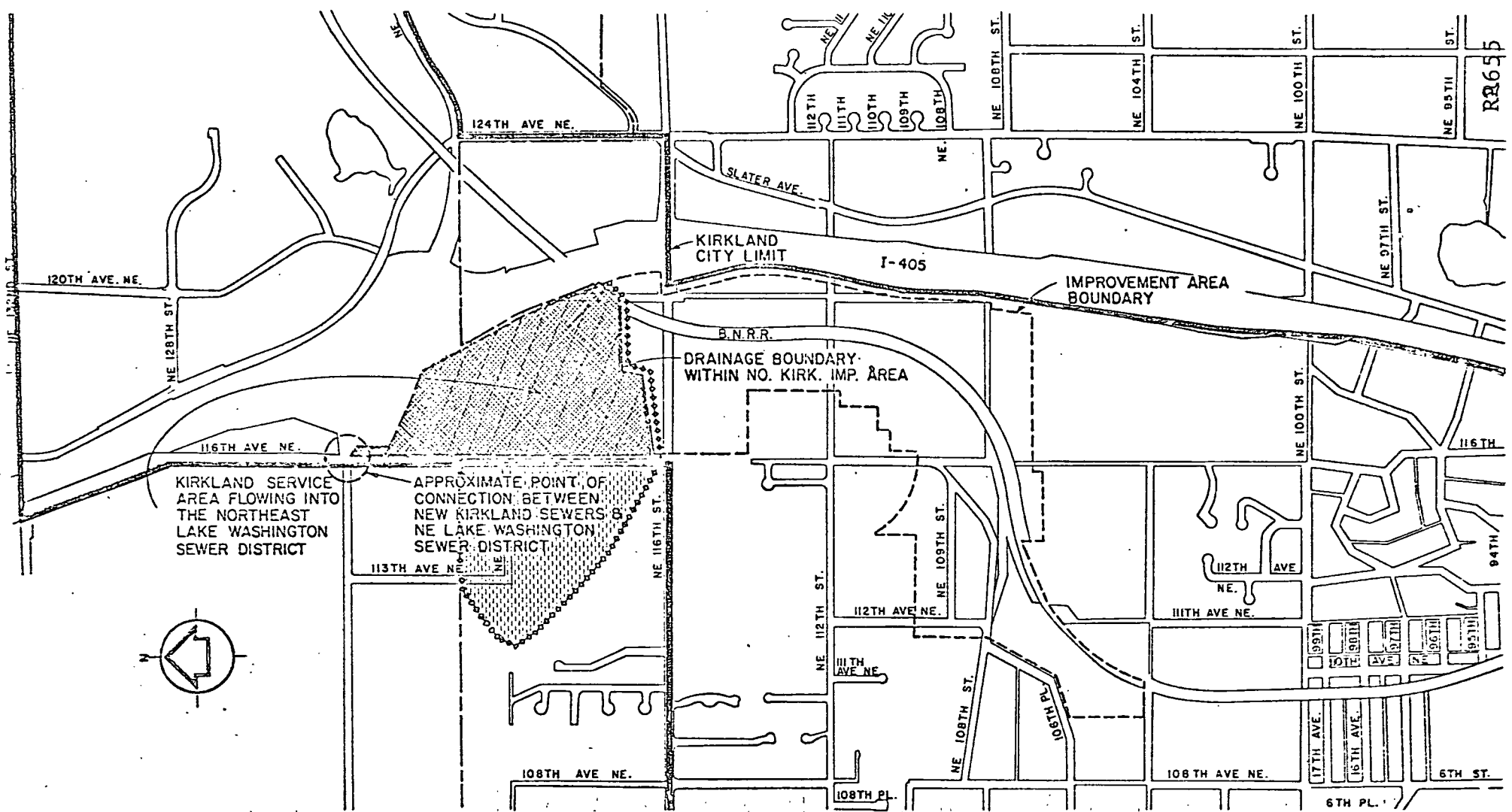
CITY OF KIRKLAND

BY _____ s/ D.V. Hurst, Mayor pro tem

The execution of this agreement approved on behalf of Northeast Lake Washington Sewer District by resolution of its Board of Commissioners, adopted the _____ day of _____, 197__, and authorized by the City of Kirkland by Resolution No. R-2655 of the Kirkland City Council adopted the 17th day of September, 1979.

R-2655

RR655



KIRKLAND SERVICE AREA FLOWING INTO THE NORTHEAST LAKE WASHINGTON SEWER DISTRICT

APPROXIMATE POINT OF CONNECTION BETWEEN NEW KIRKLAND SEWERS & NE LAKE WASHINGTON SEWER DISTRICT

DRAINAGE BOUNDARY WITHIN NO. KIRK. IMP. AREA

IMPROVEMENT AREA BOUNDARY

- LEGEND:
- KIRKLAND CITY LIMIT
 - - - - NO. KIRKLAND IMPROVEMENT AREA BOUNDARY
 - - - - NE LAKE WASHINGTON SEWER DISTRICT BOUNDARY
 - ***** DRAINAGE BOUNDARY

Kramer, Chin & Mayo, Inc.
 Consulting Engineers, Architects, Applied Scientists
 1517 First Avenue, Seattle, Washington 98101
 Phone (206) 447-5300

Date: 7-79
 Scale: 1" = 800'
 Designed By: _____
 Drawn By: _____
 Checked By: _____
 Approved By: _____

Revisions

EXHIBIT A
 KIRKLAND CITY LIMITS AND NE LAKE WASHINGTON DISTRICT,
 AND SURFACE DRAINAGE BOUNDARIES
 IN VICINITY OF STUDY AREA

Drawing Number
 Sheet Number 1 of 1