

RESOLUTION R 3354-----

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND ROSE HILL WATER & SEWER DISTRICT RELATING TO THE "WHEELING" OF SANITARY SEWAGE IN THE AREA COMMONLY KNOWN AS THE "TREND SEWER AREA".

Whereas, the City of Kirkland and King County entered into an agreement dated March 15, 1976 whereby the City of Kirkland agreed to accept sewage from the King County sanitary sewer collection system known as "Trend" and to convey the sewage through the City's trunkline along N.E. 116th Street from 124th Avenue N.E. to the Metro Eastside interceptor line on 120th Avenue N.E.; and

Whereas, said agreement required the County to reimburse the City for its capital expenses in constructing the sewer trunk line in N.E. 116th Street and to pay the City a monthly truckage charge in consideration for its obligation to maintain the trunk line; and

Whereas, King County thereafter transferred the Trend sewer system to the Rose Hill Water & Sewer District and assigned its rights under said agreement to the District; and

Whereas, the Rose Hill Water & Sewer District has adopted a sewer comprehensive plan for the development and operation of a sanitary sewer system within and adjacent to the area formerly served by the King County Trend sanitary sewer system; and

Whereas, the City of Kirkland and the Rose Hill Water & Sewer District (formerly Water District #81 of King County) desire to replace contemporaneously with the transfer of the Trend sewer system to the Rose Hill Water & Sewer District the existing City/King County agreement with a new agreement; and

Whereas, both the City and the District are authorized by State law to enter into interlocal governmental cooperative agreements; 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 interlocal Sewer Agreement between the City of Kirkland and Rose Hill Water & Sewer District (formerly Water District #81 of King County) attached to the original of this resolution as Exhibit "A" and by this reference incorporated herein. Said Agreement is

intended to replace the heretofore existing agreement between the City of Kirkland and the King County Trend sewer system and said Agreement as set forth in Exhibit "A" is hereby approved by the City Council.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 17th day of February, 1987.

Signed in authentication thereof this 17th day of February, 1987.

Doris Cooper
MAYOR

ATTEST:

Janice Perry DEPUTY
CLERK
Director of Administration & Finance
(ex officio City Clerk)

SEWER AGREEMENT

This agreement made and entered into this day by and between the City of Kirkland , an optional code city of the State of Washington, hereinafter referred to as the "City," and Rose Hill Water & Sewer District (formerly Water District No. 81 of King County), a municipal corporation of the State of Washington, hereinafter referred to as the "District," each of whom in consideration of the mutual covenants herein contained agree as follows:

1. RECITALS: The City and King County entered an Agreement dated March 15, 1976, under which the City agreed to accept sewage from the County's sanitary sewer collection system known as "Trend" and to convey the sewage through its sewer trunkline along N.E. 116th Street from 124th Avenue N.E. to the Metro Eastside interceptor line on 120th Avenue N.E. Said agreement required the County to reimburse the City for its capital expenses in constructing the sewer trunkline in N.E. 116th Street and to pay the City a monthly trunkage charge in consideration for its obligation to maintain the trunkline. King County has transferred the Trend Sewer System to the District and assigned its rights under said Agreement to the District. The District has adopted a Sewer Comprehensive Plan for the development and operation of a sanitary sewer system within the area shown in Exhibit A. The Sewer Comprehensive Plan includes the Trend Sewer System.

The parties hereto desire to replace, contemporaneously with the transfer of the Trend Sewer System to the District, the existing City/King County Agreement with the Agreement herein set forth.

Both the City and the District are authorized by State law to enter into interlocal governmental cooperative agreements.

2. OPERATION: The District will accept sewage from the City system by way of gravity feed from N.E. 85th and 126th & 128th N.E. when the District has the capacity to accept it. The City will allow the District to wheel through its line on N.E. 116th. Each party will maintain its respective facilities. It is believed that the relative maintenance costs for each party to allow the other to wheel through its system are roughly equivalent and that the further accounting expense in establishing charges based on actual cost of maintenance would be burdensome, expensive, and a potential source of dispute. Thus there shall be no monthly charges due from either party to the other for sewage wheeling.

The District has included within its Comprehensive Plan, provision for future construction of a Slater Avenue trunk line. It is not the intention of the parties that this agreement should apply to any wheeling of sewage through the Slater Avenue trunk line, provided that the District agrees to consult with the City and negotiate a future wheeling agreement with respect to the Slater Avenue trunk line under which the City would pay a fair and reasonable share of the costs of the trunk for the wheeling of its sewage.

3. USE OF TRUNKLINE: The City agrees to continue to allow the District to tap into its sewer trunkline located at N.E. 116th Street and to connect its sanitary sewer system at the point of tap-in. Each party further agrees to accept all sewage coming into its trunklines through connections, and to convey the same to the point of discharge as indicated in each parties comprehensive plan. Each party agrees to maintain its own trunklines in sufficient condition and capacity at all times during the life of this Agreement to accept and convey sewage actually coming into said line from the other party's sanitary sewer system. All costs of repair and improvement, when and if necessary, to maintain capacity shall be paid by the party owning the trunkline. The City will waive any remaining claim for unpaid reimbursement for its sewer trunkline on N.E. 116th Street from 124th Avenue N.E. to the Metro Eastside interceptor line.
4. SEWER REGULATIONS: Before connecting to the other's system, each party shall assure that all restaurants and taverns connected to its system which which would drain into the other's system are fitted with grease traps, which are in good working order. Each party will thereafter provide the other with annual reports certifying that the grease traps have been inspected and cleaned by the owners at least annually.

Neither will allow roof drains to be connected to side sewers on properties draining to the other's system.

5. OWNERSHIP: Neither party shall, by virtue of this Agreement, acquire any proprietary or governmental interest in the sewage system or sewer lines of the other party. Each party shall be solely responsible for the operation and maintenance of its own sanitary sewer system and shall save the other party harmless from any claim for damages made by a third party alleging negligence or misfeasance in the operation or maintenance of the other party's system, or acts or omissions of its officers or employees.
6. TERM: This Agreement shall continue so long as Rose Hill Water & Sewer District continues to exist, or until December 31, 2036, whichever comes first.

7. **EFFECT:** This Agreement shall supercede the Agreement dated March 15, 1976 between the City and King County. This writing shall constitute the entire Agreement between the parties concerning the subject matter herein and may only be modified in writing executed by both parties. This Agreement shall become effective upon the effective date of the Agreement between the District and King County for transfer of the Trend Sewer System to the District.

DATED this 14 day of January, 1987.

ROSE HILL WATER
& SEWER DISTRICT

CITY OF KIRKLAND

By *Lauren A. Weston*
President - Lauren A. Weston

By _____

By *Lee Husman*
Lee Husman

By _____

Execution of this Agreement approved on the behalf of Rose Hill Water & Sewer District by resolution of its Board of Commissioners adopted the _____ day of _____, 1987 and authorized by the City of Kirkland City Council adopted the _____ day of _____, 1987.