

RESOLUTION R- 4062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF BELLEVUE REGARDING SEWER SERVICE FOR AREAS WITHIN THE VICINITY OF THE MUTUAL CITY LIMITS OF KIRKLAND AND BELLEVUE AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

Whereas, there are areas within the mutual city limits of the City of Bellevue and the City of Kirkland where, because of topography, the area cannot be conveniently connected into that City's sewer system; and

Whereas, those same areas can be conveniently connected into the other City's sewer system; and

Whereas, both Cities desire, where possible and convenient, to mutually assist each other in the provision of sanitary sewer service to those areas; and

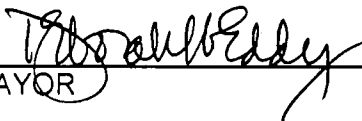
Whereas, the City of Kirkland and the City of Bellevue are authorized to enter into agreements pursuant to RCW 39.34, the Interlocal Cooperation Act; and

Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

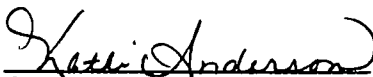
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an interlocal agreement substantially similar to the agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 18th day of February, 1997.

Signed in authentication thereof this 18th day of February, 1997.


MAYOR

Attest:


Acting City Clerk

reso\BKsewer

INTERLOCAL SEWER SERVICE AGREEMENT FOR AREAS
WITHIN THE VICINITY OF THE MUTUAL CITY LIMITS

This Agreement made and entered into this day by and between the City of Kirkland, an optional code city, hereinafter referred to as "Kirkland," and the City of Bellevue, an optional code city, hereinafter referred to as "Bellevue."

WITNESSETH:

WHEREAS, both Kirkland and Bellevue 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 reference incorporated herein) is in the subject area of the City of Kirkland 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, may not readily be so connected; and

WHEREAS, the service area and corporate boundaries of the City of Bellevue and its sanitary sewer lie adjacent to the subject area and the subject area can conveniently be connected into a Bellevue sewer system facility existing or under construction; and

WHEREAS, the topography of the areas in the vicinity of the mutual city limits results in similar situations for sanitary sewer service at other locations that will flow into the other city's system; and

WHEREAS, there are a number of other similar interlocal agreements between the parties for the same purpose which may need to be adjusted from time to time; and

WHEREAS, both parties are desirous, where possible and convenient, to mutually assist one another;

NOW, THEREFORE, the parties agree as follows:

Section 1. The purpose of this Agreement is to provide sanitary sewer service in a reasonable manner to the area depicted on Exhibit "A" and other similar areas in the vicinity of the mutual city limits subject to the conditions stated herein.

Section 2. All sanitary sewer facilities to be constructed within the service area described and designated on Exhibit "A" shall, upon construction and acceptance, become for all purposes, including customer service charges and maintenance, part of the sanitary sewer system of the respective city within which it lies, but may, nevertheless, be connected into the sanitary sewer system of the other party at mutually agreed upon connection points.

Section 3. Each city agrees to accept all sewage, which meets all applicable Metro, Department of Ecology or other applicable regulations, from the other party entering into its system through said connection points, provided there is adequate downstream system capacity, and to convey same through its systems to its connection with the Metro system for disposal. If downstream capacity is insufficient, the additional flow may not be accepted until an agreement is reached by each city for providing and paying for the additional capacity improvement. Each city shall, however, be responsible for payment to Metro for treatment of said sewage generated within its boundaries.

Section 4. No part of the cost of construction of the sanitary sewer facilities to be constructed within subject areas nor any of its future maintenance or repair shall be borne by the other party unless agreed upon by joint agreement of both parties.

Section 5. Each city agrees to pay over to the other party, as to each property within subject area, as it makes sewer connection, an amount equal to 2.0 cents per square foot of area of each property. In addition thereto, each city will pay to the other party a monthly service trunkage charge in an amount equal to 12 cents per month per residential customer or residential equivalent actually connected and served by the facilities of the city's sewer system within the subject area. This monthly service charge, as well as other service charges in local agreements, may be adjusted periodically by written agreement of both parties.

Section 6. Neither party shall, by virtue of this Agreement, acquire any proprietary or governmental interest in the sewer system or sewer line of the other party. Each party shall be solely responsible for the operation and maintenance of its own system of sewage collection and shall indemnify and hold the other party harmless from any claim for damage, real or imaginary, made by a third party and alleging negligence or misfeasance of owning party's in the operation or maintenance of its system or in the acts or omissions of its officers or employees.

Section 7. Pursuant to RCW 39.34.030(4)(a), a joint board, comprised of the Public Works Director of the City of Kirkland or his/her designee and the Director of Utilities of the City of Bellevue or his/her designee, shall be responsible for administering this Agreement. The joint board shall have the authority to adjust and add or subtract properties in the vicinity of the mutual city limits to this Agreement and to other similar interlocal agreements where topography or other conditions makes service to a connection to the other city the most reasonable provision of service to such property. All service area adjustments, additions or subtractions shall be established by written agreement of both parties.

Section 8. Approval of new additions or changes in the service area or the number of residential equivalents being served shall be requested and received in writing in advance of making commitments to serve the new or potential customers. Construction plans for actual connections to the other parties system shall be submitted in advance for approval. The owner of the facilities will be notified prior to any construction and shall have the opportunity to inspect and approve such construction. Such approval of new additions, changes and construction plans shall be made in writing and shall not be unreasonably withheld.

Section 9. 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, nor shall a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 10. Neither party shall have the right to assign this agreement or its rights or obligations hereunder, in whole or in part, to any entity without the prior written consent of the other party, and neither party shall have the right to terminate its obligations hereunder by dissolution or otherwise.

Section 11. This interlocal agreement shall become effective upon authorized signature of both parties and shall remain in effect in perpetuity or until terminated, or amended by mutual agreement of the parties.

Section 12. This Agreement shall terminate upon six (6) months' written notice given by either party to the other party. In the event of termination under this paragraph, all costs of disconnection shall be borne by the party requesting the termination.

Section 13. A copy of this interlocal agreement shall be filed with the City Clerk of each respective City, the County Auditor, and the Secretary of State.

Section 14. This writing embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement may be amended only by written instrument signed by both parties.

THIS AGREEMENT SIGNED the _____ day of _____, 1996.

CITY OF KIRKLAND

By _____
Title _____

THIS AGREEMENT SIGNED the _____ day of _____, 1996.

CITY OF BELLEVUE

By _____
Title _____

Execution of this Agreement approved and authorized on behalf of:

the City of Bellevue by Resolution No. R-_____, adopted the _____ day of _____, 199__; and

the City of Kirkland by Resolution No. R-_____ of the Kirkland City Council, adopted the _____ day of _____, 199__.

Approved as to form:

Kirkland City Attorney

Bellevue City Attorney

KC/intsewg1.doc

Exhibit "A"
Southbay Sewer Interlocal Agreement

Beginning at the southwest corner of Lot 2, Block 1 of Yarrow Bay Apartment Addition Division #1, as recorded in Volume 62 of Plats, page 53, records of King County, Washington;

Thence northerly, along the Town of Yarrow Point city limits according to Resolution 19866, to the northern section line of Section 19, Township 25 N, Range 5 E, W.M.;

Thence easterly along said section line to a point intersecting with the eastern boundary of "Parcel 2" described in City of Kirkland Ordinance #2287;

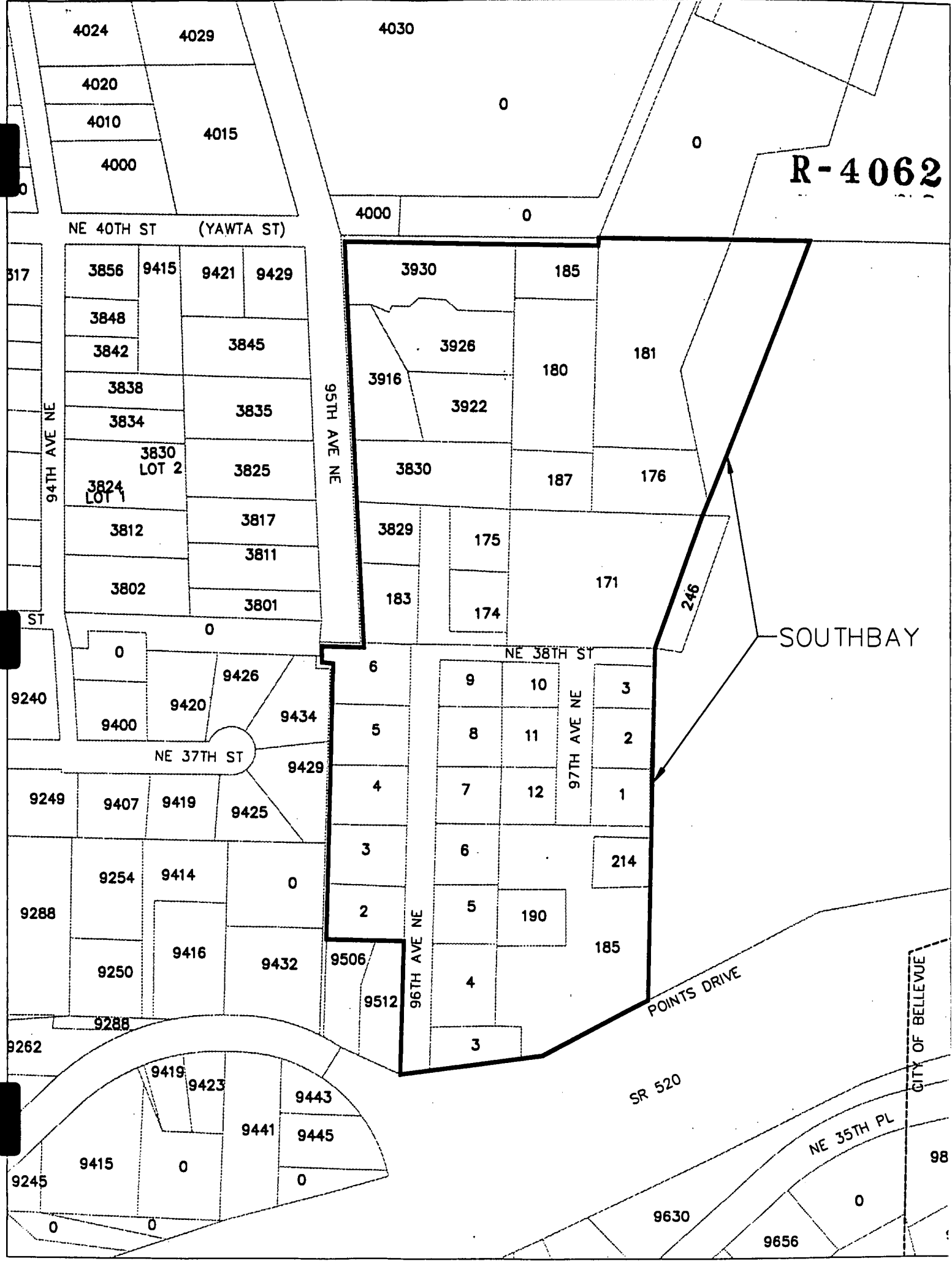
Thence southerly along said eastern boundary to "Pt. 'C'";

Thence S 01° 29' 18" W a distance of 543 feet, more or less, to a point on the north right-of-way line of Points Drive;

Thence westerly along said right-of-way line of Points Drive to a point on the west right-of-way line of 96th Avenue NE;

Thence N 01° 28' 50" E a distance of 205.80 feet;

Thence N 89° 07' 03" W a distance of 150.89 feet to the point of beginning.



R-4062

SOUTHBAY

POINTS DRIVE

SR 520

NE 35TH PL

CITY OF BELLEVUE

4024 4029

4030

4020

4010

4015

4000

4000

NE 40TH ST (YAWTA ST)

3856 9415 9421 9429

3930 185

3848

3845

3926

3842

180

181

3838

3916

3922

3834

3835

3830 LOT 2

3825

3830

187

176

3824 LOT 1

3812

3817

3829

175

3802

3801

183

174

171

246

0

NE 38TH ST

9240

9400

9426

9420

9434

6

9

10

3

NE 37TH ST

9429

5

8

11

2

9249

9407

9419

9425

4

7

12

1

9288

9254

9414

0

3

6

214

9250

9416

9432

9506

2

5

190

185

9288

9512

96TH AVE NE

4

9262

9419

9423

9443

9441

9445

3

3

9245

9415

0

0

SR 520

9630

9656

98