

RESOLUTION NO. 145

A RESOLUTION, authorizing the execution of an Agreement for Sewage Disposal with the Municipality of Metropolitan Seattle.

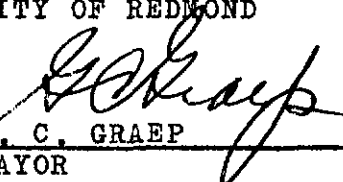
WHEREAS, the City of Redmond, through its Mayor and Council, deems it advisable and in the public interest to contract with the Municipality of Metropolitan Seattle with respect to the disposal of sewage and wastes collected by the City through its Sanitary Sewage System; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDMOND:


1. That the City of Redmond enter into an Agreement for Sewage Disposal with the Municipality of Metropolitan Seattle, substantially in the form as set forth in Exhibit A, attached hereto and made a part hereof by this reference, and that the Mayor be empowered to execute such Agreement on behalf of the City, attested by the City Clerk and the seal of the City affixed.
2. That the Agreement be dated and made to take effect on January 1, 1965.
3. That this Resolution shall take effect upon its passage and approval.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof and APPROVED by the Mayor this 10th day of November, 1964.

CITY OF REDMOND


G. C. GRAEP
MAYOR

ATTEST:


R. K. RETTIG
CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

EXHIBIT A

AGREEMENT FOR SEWAGE DISPOSAL

MUNICIPALITY OF METROPOLITAN SEATTLE - CITY OF REDMOND

THIS AGREEMENT made as of this _____ day of _____, 1964, between the CITY OF REDMOND, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "Metro",

W I T N E S S E T H:

WHEREAS, the public health, welfare and safety of the residents of the City and the residents of the Metropolitan Area require the elimination of existing sources of water pollution and the preservation of the fresh and salt water resources; and

WHEREAS, growth of population, topographic conditions and preservation of water resources require that certain major sewage disposal works be constructed and operated and that the cities and special districts within the Lake Washington drainage basin dispose of their sewage in accordance with a comprehensive sewage disposal plan; and

WHEREAS, Metro is engaged in developing and operating a metropolitan sewage disposal system and the City is engaged in developing and operating a local sewage collection system; and

WHEREAS, the City desires to deliver to Metro sewage collected by the City both from areas located within and areas located outside of the boundaries of Metro and Metro is willing to accept such sewage for disposal under certain terms and conditions; and

WHEREAS, it is necessary that a contract be now entered into establishing the rights and duties of the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, IT IS HEREBY AGREED as follows:

EXHIBIT A

Section 1. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

- (a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and all amendments thereof heretofore or hereafter adopted.
- (b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall thus include trunk or interceptor sewer facilities extending to a point within each tributary, and natural drainage area, where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.
- (c) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by a Participant for the local collection of sewage to be delivered to the Metropolitan Sewerage System.
- (d) The words "Metropolitan Area" shall mean the area contained within the boundaries of the Municipality of Metropolitan Seattle as now or hereafter constituted.
- (e) The word "Participant" shall mean each city, town, county, sewer district, municipal corporation, person,

firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.

- (f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.

Section 2. Delivery and Acceptance of Sewage. From and after the date of this agreement, the City shall deliver to the Metropolitan Sewerage System all of the sewage and industrial wastes collected by it and Metro shall accept the sewage and wastes delivered to the Metropolitan Sewerage System for treatment subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or wastes from any person, firm, corporation or governmental agency which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of the City without the written consent of the City.

Section 3. Construction of Facilities. Metro shall construct, acquire or otherwise secure the right to use all facilities and shall perform all services required for the maintenance, operation, repair, replacement or improvement of the Metropolitan Sewerage System, including any additions and betterments thereto. Metro shall in its sole discretion determine the nature, location and time of construction of facilities of the Metropolitan Sewerage System.

Section 4. Connection of Local Sewerage Facilities to the Metropolitan Sewerage System. Local Sewerage Facilities of the City shall be connected to the Metropolitan Sewerage

System at such time as any portion of the Metropolitan Sewerage System shall be available to receive sewage collected by such facilities. Metro shall, at its sole expense, connect Local Sewerage Facilities of the City which are in existence on the date of this contract. Local Sewerage Facilities constructed after the date of this contract shall be connected to the Metropolitan Sewerage System at the expense of the City in accordance with the rules and regulations of Metro.

Section 5. Payment for Sewage Disposal. For the disposal of sewage collected by the City and delivered to Metro the City shall pay to Metro on or before the last day of each month during the term of this agreement a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth (a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter, (b) the total number of all customers billed by such Participant as of such day and (c) the total water consumption during such quarter for all customers billed by such Participant other than Residential Customers. The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall

maintain a permanent record of the quarterly customer reports from each Participant. The City shall bill every customer receiving sewer service from the City.

2. To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area. The number thus determined is hereafter called the "basic reported number."

The basic reported number of Residential Customers and Residential Customer equivalents of the City shall be further adjusted by adding thereto twenty-five per cent (25%) of the number of Residential Customers or Residential Customer equivalents of the City located outside the boundaries of Metro. The sum thus determined is hereinafter called the "adjusted reported number." If any portion of the area served by the City shall be annexed to Metro after the date of this agreement the twenty-five per cent additive adjustment shall be eliminated as to the number of Residential Customers or Residential Customer equivalents located within such annexed area as of the first day of the month following the month in which such annexation shall have become effective. The adjusted reported number of Residential Customers and Residential Customer equivalents of the City shall be the

number of Residential Customers and Residential Customer equivalents reported by the City for the purpose of determining sewage disposal charges pursuant to Paragraph 3 of this section.

3. For each calendar year the monthly sewage disposal charge payable to Metro shall be determined as follows:

a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants ascertained in accordance with subparagraph 2 of this section for the October-December quarter preceding said July 1st; provided, however, that the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.

c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the

monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant determined as provided in Paragraph 2 of this section. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pre-treatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities which are constructed after January 1, 1961 in excess of the minimum standard established by the general rules and regulations of Metro.

4. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

5. The City irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the City. The City further binds itself to establish, maintain and collect charges for sewer service from every customer receiving such service which will in the aggregate at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the City, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the City

which shall constitute a charge upon such gross revenues. It is recognized by Metro and the City that the sewage disposal charge paid by the City to Metro shall constitute an expense of maintenance and operation of the sewer system of the City. The City shall provide in the issuance of future sewer revenue bonds of the City that expenses of maintenance and operation of the sewer system of the City shall be paid before payment of principal and interest of such bonds. The City shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement and provided that the customers of the City located within the Metropolitan Area shall be separately classified from those located outside the Metropolitan Area for rate making purposes and the rates for sewer service to customers located within the Metropolitan Area shall fully reflect any lower Metro sewage disposal charge for sewage from customers within the Metropolitan Area.

Section 6. Responsibility of Participant. Each Participant shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by such Participant, for the construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

Section 7. Records. Permanent books and records shall be kept by Metro and the City of the rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System wherever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported. In addition, Metro shall keep complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System. The records required by this paragraph shall be available for examination by either party at any reasonable time.

Section 8. Development of Metropolitan Sewerage System.

It is contemplated that the Metropolitan Sewerage System will be developed in stages and the nature of facilities to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined by Metro, it being contemplated that Metro shall ultimately provide sewage disposal service for the entire Metropolitan Area and such adjacent areas as may feasibly be served into the Metropolitan Sewerage System.

Section 9. Use of City Facilities. Metro shall have the exclusive right to use and the duty to maintain, operate, repair and replace those facilities, the nature and location of which are described in Exhibit "A" attached hereto and by this reference made a part hereof, subject to the continued availability of such facilities or other facilities of Metro to receive, transport or treat sewage delivered at such location by the City.

For the privilege of using the facilities described in Exhibit "A" Metro shall pay to the City the sum of \$50,466.00, said sum being hereinafter called "amount of reimbursement." The right of Metro to use any portion of the facilities designated as "temporary" shall expire at such time as Metro shall no longer require the use of such portion and in any event shall expire six months following the date of completion as determined by Metro of other metropolitan facilities adequate to replace all of such temporary facilities. The City shall continue to retain its existing rights of ownership in the facilities described in this Section 9 and shall continue to pay the principal of and interest on any bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, provided that the City shall grant to Metro such temporary or permanent sewer easement rights in the property described on Exhibit "A" as may be required by Metro.

The City shall give written notice to Metro prior to December 1, 1964, setting forth the manner in which the amount of reimbursement shall be paid. The City may elect to receive all or any portion of said amount in cash within thirty (30) days following the delivery of such notice (hereinafter called "cash payment date") and may elect to receive any portion which is not paid on said cash payment date, together with interest thereon at the rate of 4% per annum from said date, in the form of a credit against the City's monthly sewage disposal charge in equal monthly amounts sufficient to amortize such unpaid amount of reimbursement and interest thereon prior to July 1, _____. The City may at any time after the cash payment date elect to receive any unpaid portion of the amount of reimbursement in cash with interest at the rate of 4% per annum to date of final payment by giving written notice to Metro at least one year prior to the date such final payment is to be made.

Section 10. Insurance and Liability for Damages. The City shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewage systems of like character against loss of or damage to the sewerage facilities of the City and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by Metro as a result of the operation of the Metropolitan Sewerage System shall be the sole liability of Metro and any liability incurred by the City as a result of the operation of the Local Sewerage Facilities of the City shall be the sole liability of the City. Any liability stemming from operation by the City of the facilities described in Exhibit "A" shall be the sole responsibility and liability of the City and the City shall defend same and hold

Metro harmless therefrom, and any liability stemming from the operation by Metro of the facilities described in Exhibit "A" shall be the sole responsibility and liability of Metro and Metro shall defend same and hold the City harmless therefrom.

Section 11. Assignment. Neither of the parties hereto shall have the right to assign this Agreement or any of its rights and obligations hereunder nor to terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the City should be dissolved, the local sewer facilities owned and operated by the City within the Metropolitan Area shall by such act of dissolution be assigned and transferred to Metro subject to any outstanding debts of the City incurred for the construction or acquisition of such facilities and subject to the obligation of Metro to continue to provide sewer service to the residents served by such local facilities upon payment of the reasonable costs thereof by the users thereof.

Section 11. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect for a period of fifty years.

Section 12. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98119

City of Redmond
Redmond, Washington

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of sewage disposal costs may be made by regular mail.

Section 13. Execution of Documents. This Agreement shall be executed in six counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 14. Waiver. 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 breach be deemed to constitute a waiver of any subsequent breach whether or the same or a different provision of this Agreement.

Section 15. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 16. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire contract between the parties concerning the disposal of sewage by the City and acceptance of such sewage by Metro for disposal.

IN WITNESS WHEREOF, the parties have executed this

Agreement as of the day and year first above written.

CITY OF REDMOND

BY



Mayor

ATTEST:

City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

By

C. Carey Donworth
Chairman of the Council

ATTEST:

Maralyn Sullivan
Clerk of the Council

EXHIBIT "A"

TEMPORARY FACILITIES

Sewage treatment plant and appurtenant facilities including lagoon and pumping station located on the following described real property:

A tract of approximately 9.75 acres within the northwest quarter of the northeast quarter of Section 11, Township 25 North, range 5 East, W.M., in King County, Washington described as follows:

From the southwest corner of the northwest quarter of the northeast quarter of Section 11, Township 25 North, Range 5 East, W.M., northerly along the center line of the Section 375.00 feet; thence easterly, parallel to the south boundary of the northwest quarter of the northeast quarter of said section, approximately 10 feet to an intersection with the easterly right of way line of the Sammamish Waterway which is the true point of beginning.

From the true point of beginning easterly and parallel to the south boundary of the northwest quarter of the northeast quarter of said Section, 910 feet, more or less, to an intersection with the westerly boundary of the West Redmond Addition; thence northerly along the westerly boundary of the West Redmond Addition, 390 feet, more or less, to its intersection with the southwesterly right of way line of the Rynning Road; thence northwesterly along the southwesterly right of way line of said road, 500 feet, more or less, to its intersection with the southeasterly right of way of Secondary State Highway 2-D; thence southwesterly along the southeasterly right of way line of said Highway 230 feet, more or less; thence southeasterly 20 feet along said highway right of way line; thence southwesterly 235 feet, more or less, along said right of way line to its intersection with the easterly right of way line of the Sammamish River waterway; thence southwesterly along said right of way line 400 feet, more or less, to the true point of beginning.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1964,
before me personally appeared _____

and _____, to me known to be
the Mayor and City Clerk, respectively, of the City of _____,
Washington, a municipal corporation, and acknowledged the within
and foregoing instrument to be the free and voluntary act and
deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that they were authorized to execute
said instrument and that the seal affixed is the corporate seal
of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1964,
before me personally appeared C. CAREY DONWORTH and MARALYN
SULLIVAN, to me known to be the Chairman of the Council and
Clerk of the Council, respectively, of the Municipality of
Metropolitan Seattle, a municipal corporation, and acknowledged
the within and foregoing instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes
therein mentioned, and on oath stated that they were authorized
to execute said instrument and that the seal affixed is the
corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle