

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 223

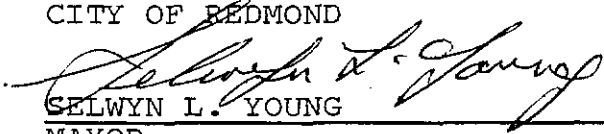
A RESOLUTION, approving the North Lake Sammamish Interceptor Agreement with the Municipality of Metropolitan Seattle (Metro) and authorizing the Mayor to sign the agreement on behalf of the City.

WHEREAS, the City and Metro have determined an agreement to provide sanitary sewer facilities in a portion of the City as a part of Metro's Comprehensive Plan for the North Lake Sammamish Drainage Basin, to be constructed and installed prior to and in conjunction with a major street improvement program and civic center project by the City, Now, Therefore,

1. That the agreement between the City of Redmond and the Municipality of Metropolitan Seattle, entitled "North Lake Sammamish Interceptor Agreement," a copy of which is attached hereto, be and the same is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized and empowered to execute said agreement on behalf of the City of Redmond.

PASSED by the Council of the City of Redmond, Washington at a regular meeting thereof and APPROVED by the Mayor this 1st day of July, 1969.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


ELEANOR J. HAYDEN
CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

RECEIVED JUN 25 1969

copy

Executed in 6 counterparts of
which this is counterpart No. 1

CITY OF REDMOND -

MUNICIPALITY OF METROPOLITAN SEATTLE

NORTH LAKE SAMMAMISH INTERCEPTOR AGREEMENT

THIS AGREEMENT, made and executed as of this _____ day of _____, 1969, 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 parties have heretofore entered into a long-term Agreement for Sewage Disposal dated January 1, 1965, (hereinafter referred to as the "Basic Agreement"); and

WHEREAS, the parties desire to amend certain portions of the Basic Agreement to reflect changed conditions and policies; and

WHEREAS, the City is engaged in the development of sanitary sewers in the North Lake Sammamish Drainage Basin and desires that certain facilities of Metro's Comprehensive Plan located therein be constructed to serve such area and that such construction be completed prior to the completion of a major street improvement project now contemplated by the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Definitions. The defined terms used in this contract shall have the meanings set forth in the Basic Agreement.

Section 2. Construction of Certain Facilities of the Metropolitan Sewerage System by the City. The City will construct the facilities of the Metropolitan Sewerage System described as the lower 2880 feet of NLS34 in the Comprehensive Plan, herein called the "Interceptor Sewer." The size and location of the Interceptor Sewer shall be determined by Metro. The City will acquire all rights of way therefor in such form and content as shall be approved by Metro. The engineering plans, specifications and contract documents for such facilities shall be prepared by the City and submitted to and approved in writing by Metro. The contract for construction of such facilities shall be let by the City upon the written approval thereof by Metro. The City will advance all construction costs as defined in Section 3 herein, applicable to the project except for the amount to be advanced by Metro as defined in Section 5 herein. Upon completion of the construction of such facilities, the City shall convey said facilities to Metro, together with the right of way necessary therefor, free and clear of all liens and encumbrances.

Prior to letting any contract for the construction of the Interceptor Sewer, the City shall make appropriate application for any State of Washington and Federal grants available therefor. Metro shall prepare all necessary grant applications. The amount of payments to be made by Metro for such facility shall be reduced by the amount of any such grant or grants received by the City. If any grant applicable to such construction is received by the City after payment for the facility by Metro, the City shall thereupon pay to Metro the amount of such grant.

Section 3. Ownership, Use, Operation and Maintenance of and Payment for the Interceptor Sewer. For the use by and conveyance to Metro of the Interceptor Sewer, Metro shall pay to the City the construction cost thereof, less Federal and State grants received and less the advance described in Section 5 herein, at such time as Metro shall determine that funds shall have become available therefor. The term "Construction Cost", as used in this agreement, shall include those payments to the contractor, taxes paid on account of such construction, engineering design fees, construction inspection costs and legal fees which are directly applicable to the Interceptor Sewer. The contract providing such engineering and inspection services shall be submitted to and approved by Metro prior to the start of design of the Metro facility. It is contemplated that the Interceptor Sewer shall not require the acquisition of any private right of way.

If Metro shall delay payment of the construction cost to the City beyond December 31, 1973, Metro shall pay to the City interest costs on the total Construction Cost less Federal and State grants received and less the advance described in Section 5 herein, calculated at six and three-quarters percent (6-3/4%) per annum from January 1, 1974 until the construction cost is paid in full.

Any claims between the contractor and the City arising out of such construction shall be prosecuted or defended by the City with legal counsel approved by Metro. Metro will pay the cost of such defense or prosecution and the total amount of any such claims actually paid by the City, provided that Metro shall first approve in writing the settlement of any such claims before payment is made. Any claims by property owners or other third parties

against the contractor and/or City shall be prosecuted or defended by the City. Metro will pay one-half the cost of such defense or prosecution and one-half the total amount of any such third party claims actually paid by the City, provided that Metro shall first approve in writing the settlement of any such claims before payment is made. Such payments by Metro shall be made at the time the Construction Cost is finally paid by Metro to the City.

The above payments shall constitute full and complete payment by Metro for the acquisition of the Interceptor Sewer.

Upon completion of construction of the Interceptor Sewer, and written notification to Metro by the City that such facility is ready for service, Metro shall have the sole duty and obligation to operate, maintain, repair and replace the Interceptor Sewer, excluding local connections thereto and interim facilities connecting the Interceptor Sewer to the interim Redmond Pumping Station, and Metro shall have the exclusive right to use the Interceptor Sewer for the transportation of sewage collected within or without the City subject to the right of the City to deliver thereto any sewage collected by the City on the terms and conditions provided in the Basic Agreement as now or hereafter amended. Metro shall pay the entire cost of connecting the Interceptor Sewer to the North Lake Sammamish Interceptor at such time as same shall be available for use.

Section 4. Ownership, Use, Operation and Maintenance of Local and Interim Sewerage Facilities Connected to the Interceptor Sewer. The parties agree that the Interceptor Sewer shall serve as both a Metropolitan and a Local Sewerage Facility. Local connections may be made by the City in such manner as shall be approved by Metro. In consideration of all the terms and conditions

of this agreement, the City shall have the right to make such connections without paying that portion of the construction cost of the Interceptor Sewer equivalent to the cost of a local sewer in the same alignment.

The City shall construct, operate and maintain any side sewers or local sewerage facility connected to the Interceptor Sewer, up to and including the tee connection. The City shall also construct, operate and maintain at its own expense any interim sewerage facilities required to deliver sewage from the Interceptor Sewer to the existing Redmond Interim Pumping Station at Redmond Way and 159th Place Northeast until such time as downstream portions of the North Lake Sammamish Interceptor have been completed by Metro sufficient to intercept such sewage.

Section 5. Advance for Interceptor Sewer. Metro shall advance to the City within 35 days of receipt of written request from the City the sum of \$200,000. If any construction grant is received by the City prior to the making of said advance, the amount of the advance by Metro shall be reduced to an amount equal to the difference between the total construction cost of the Interceptor Sewer and the total amount of the grant received. In the event the City receives a construction grant prior to total payment for the Interceptor Sewer by Metro, and if the sum of the advance and the grant exceed the total construction cost, the City shall immediately pay to Metro the difference between the total construction cost and such sum. The above combination of construction grant and advance by Metro shall constitute full and complete payment by Metro for the acquisition of the Interceptor Sewer.

Any advance by Metro shall be used for the purpose of constructing the Interceptor Sewer and shall bear interest at the rate of six and three-quarters percent (6-3/4%) per annum payable to Metro on the first day of July of each year thereafter until December 31, 1973.

Section 6. Amendment of Basic Agreement; Termination.

Section 12 of the Basic Agreement is hereby amended to read:

"Section 12. 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 until July 1, 2016."

Section 7. Basic Agreement Otherwise Unchanged. Except as otherwise provided in this Agreement, all provisions of the Basic Agreement shall remain in full force and effect as written therein.

CITY OF REDMOND

Selwyn L. Young
Mayor

ATTEST:

Eleanor Hayden
City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

C. Carey Donworth
Chairman of the Council

ATTEST:

Maralyn Sullivan
Clerk of the Council

