CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsay, City Manager

From: Rob Jammerman, Development Engineering Manager
Daryl Grigsby, Public Works Director

Date: October 20, 2009

Subject: Bridle View Annexation Interlocal Agreement Regarding Water Facilities

RECOMMENDATION
It is recommended that the City Council approve the attached Resolution authorizing the City Manager to sign the attached Bridle View Annexation Interlocal Agreement Regarding Water Facilities with the City of Redmond and pay the City of Redmond $21,787.00 from the Water Utility Reserves.

POLICY IMPLICATIONS
The Cities of Kirkland, Redmond, and Bellevue jointly own and operate portions of the water system that was previously owned and operated by the Rose Hill Water District. In 1997, the three Cities entered into an Interlocal Agreement that outlined how the water system will be jointly owned and operated. In order to transfer the water system in the Bridle View Annexation area from Redmond to Kirkland, an agreement between the two cities is needed.

BACKGROUND DISCUSSION
The interlocal agreement regarding water facilities is needed to recognize the following:

1. All of the existing water infrastructure (water mains, hydrants, meters, etc.) and customers are transferred to the City of Kirkland.

2. The South Rose Hill Pump Station (also referred to as the 650 Pump Station) is a joint facility that currently serves 14% of Redmond water customers and 86% of Kirkland water customers. In 2005, the City of Kirkland rebuilt the Pump Station. When the new pump station was complete, Redmond's share of ownership in the pump station was valued at $175,909. The Bridle View Annexation represents a 2% shift of Redmond's customers to Kirkland, which also results in a 2% shift in ownership of the pump station. Given the shift in ownership, Redmond is due $21,787, which includes five years of depreciation. A fiscal note is attached.

Please let us know if you have any questions.

Attachment 1 – Fiscal Note
Attachment 2 – Resolution
Attachment 3 – Resolution Exhibit A (1997 Interlocal Operation and Maintenance Agreement)
Attachment 4 – Resolution Exhibit B (Proposed Bridle View Annexation Agreement Regarding Water Facilities)
Attachment 5 – Bridle View Annexation Area (Attachment A to the Proposed Bridle View Annexation Agreement Regarding Water Facilities)

cc: Tracey Dunlap, Director of Finance and Administration
Ray Steiger, PE, Capital Projects Manager

ATTACHMENT 1

FISCAL NOTE

CITY OF KIRKLAND

Source of Request

Daryl Grigsby, Public Works Director

Description of Request

Request for funding of $21,787 from the Water/Sewer Capital Reserve to pay the City of Redmond for a portion of Redmond's share of the water/sewer infrastructure (specifically the 650 Pump Station) co-owned by Kirkland and Redmond. The payment is necessitated by the incorporation of the Bridle View subdivision, that was previously serviced by the City of Redmond, into the City of Kirkland. The Bridle View annexation represents a 2% shift in customers and ownership of the pump station to Kirkland.

Legality/City Policy Basis

Fiscal Impact

One-time use of $21,787 of the Water/Sewer Capital Reserve. The reserve is able to fully fund this request.

Recommended Funding Source(s)

	Description	2010 Est End Balance	Prior Auth. 2009-10 Uses	Prior Auth. 2009-10 Additions	Amount This Request	Revised 2010 End Balance	2010 Target
Reserve	Water/Sewer Capital Reserve	9,444,066	0	0	21,787	9,422,279	see below
	The Utility Construction Reserve accounts for capital contributions from utility rates and connections charges and is used to fund capital projects. Capital replacement cycles require that reserves accumulate to pay for future replacement of infrastructure to supplement the use of debt. The liability against this reserve occurs in future years as capital replacement needs peak.						
Revenue/Exp Savings							
Other Source							

Other Information

Prepared By	Sandi Hines, Financial Planning Manager	Date	October 7, 2009

Council Meeting: 10/20/2009
Agenda: Approval of Agreements
Item #: 8. g. (1).

RESOLUTION R-4780

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL BRIDLE VIEW ANNEXATION AGREEMENT REGARDING WATER FACILITIES BETWEEN THE CITIES OF KIRKLAND AND REDMOND.

WHEREAS, the City of Kirkland has annexed the Bridle View Annexation area; and

WHEREAS, in 1997, the Cities entered into an Interlocal Operation and Maintenance Agreement ("1997 Agreement" attached hereto as Exhibit A) whereby the Cities of Kirkland, Redmond, and Bellevue allocated the assets, liabilities and operations of the Rose Hill Water District, a former municipal corporation in King County Washington; and

WHEREAS, Section 2 of the 1997 Agreement assigned the service areas to the cities and provided that any unincorporated area which is subsequently annexed into a City shall remain in or be transferred to the service area of the annexing City; and

WHEREAS, Section 14 of the 1997 Agreement provides for that cities may agree to adjust the use or ownership of a joint facilities identified in the 1997 Agreement; and

WHEREAS, the City of Kirkland and the City of Redmond wish to transfer the ownership of the distribution facilities within the Bridle View Annexation Area; and

WHEREAS, the City of Kirkland and the City Redmond wish to adjust the ownership percentage of the South RoseHill Pump Station (650 Pump Station) and provide payment for the adjustment;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized to execute the Interlocal Bridle View Annexation Agreement Regarding Water Facilities," substantially similar to the document attached hereto as Exhibit B.

Passed by majority vote of the Kirkland City Council in open meeting this _____day of _____, 2009.

Signed in authentication thereof this _____day of _____, 2009

_____
MAYOR

Attest:

_____
City Clerk

ORIGINAL

EXHIBIT A R-4780

FILED NO. 24972
CITY OF BELLEVUE
DATE 10/13/97
CITY CLERK'S OFFICE

INTERLOCAL OPERATION AND MAINTENANCE AGREEMENT

This Agreement is made by and between the Cities of Kirkland ("Kirkland"), Redmond, ("Redmond"), and Bellevue, ("Bellevue"), municipal corporations in King County, Washington, collectively referred to as the "Cities" for the purposes set forth herein.

RECITALS

A. The Cities have previously approved an Assumption Agreement whereby the Cities have assumed the assets, liabilities and operations of the Rose Hill Water District, a municipal corporation in King County, Washington ("District").

B. Prior to the assumption of the District by the Cities, Kirkland and Bellevue maintained jointly owned water facilities with the District pursuant to various interlocal agreements providing for such. In addition, Redmond entered into certain interlocal agreements with the District regarding water system operation and water supply. Upon the effective date of the assumption of the District by the Cities, the Cities have assumed ownership and responsibility for the District's water supply facilities within the Cities' respective service areas. However, certain District facilities will continue to be jointly owned and operated by the Cities in accordance with the terms of the Assumption Agreement and their respective undivided ownership interests in such facilities.

C. The purpose of this Agreement is to provide for the respective responsibilities and obligations of the Cities to provide for the ongoing operation and maintenance of water supply facilities ("joint facilities") within the common service areas as further described in this Agreement.

D. The Cities are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into interlocal agreements for the joint action referenced herein.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Modification of Assumption Agreement. Exhibit C to the Assumption Agreement describes the jointly owned facilities and the distribution of ownership believed appropriate at the time the Assumption Agreement was executed. After additional evaluation it has been determined that modifications to the designation of jointly owned facilities and the distribution of ownership are necessary. Therefore, Attachment "A" to this Interlocal Operation and Maintenance Agreement supersedes Exhibit C to the Assumption Agreement.

2. Service Areas. Each City shall be the direct provider of water service within its service area. For purposes of this Agreement, "service area" means that portion of the City's incorporated area that overlays a portion of the previous District area together with adjacent unincorporated areas as more generally described as follows:

a. The service area for Bellevue shall be that area existing within the Bellevue city limits as of the effective date of this Agreement.

b. The service area for Kirkland shall be that area existing within the Kirkland city limits as of the effective date of this Agreement and any District service areas that are in unincorporated King County lying west of 132nd Avenue NE and its northerly extension.

c. The service area for Redmond shall be that area existing within the Redmond city limits as of the effective date of this Agreement and any District service areas that are in unincorporated King County lying east of 132nd Avenue NE and its northerly extension.

d. Any unincorporated area previously within the Rose Hill Water District Boundaries which is subsequently annexed into a City shall remain in or be transferred to the service area of the annexing City.

3. Meter Areas. Within each City's service area there are hereby established "direct read meter areas" and "master meter areas."

a. Direct read meter areas are within the previous District service area between the Seattle meters in place as of the effective date of the Assumption Agreement and the points at which City master meters exist or are installed in the future. Direct read meter areas indicate retail water usage within that area.

b. Master meter areas are those areas previously served by the District outside of the previous District service area boundary and downstream from City master meters.

4. City Master Meters are those existing or future meters that meter water to master meter areas.

5. Water Supply.

a. Kirkland shall purchase water from The City of Seattle for supply to the service areas of Kirkland, Redmond and Bellevue and shall sell water to Redmond and Bellevue.

b. Where Bellevue's direct service area lies within a portion of Redmond's master meter area, Redmond shall sell water to Bellevue to serve such area.

c. In the event The City of Seattle chooses to modify the purveyor contract with Kirkland to limit the quantity of supply to Kirkland, Kirkland shall continue to supply the service areas of Redmond and Bellevue. The quantity to be supplied to Redmond and Bellevue shall then be the amount of supply allocated to Kirkland from Seattle divided amongst the three cities in proportion to the percent ownership in the joint facilities as stated in Section 4 of Attachment A. Bellevue customers served by Redmond or Kirkland shall continue to receive their allocation based upon the average of the demand for the previous three years limited in the same proportion as are Kirkland and Redmond customers. Kirkland shall not be obligated to supply water to Redmond and Bellevue in excess of the respective City's proportionate amount supplied by The City of Seattle.

d. In the event Seattle chooses to not renew its purveyor contract with Kirkland, Kirkland shall not be obligated to supply water to Redmond and Bellevue. In the event that the supply from the City of Seattle is limited or eliminated by Seattle, the Joint Board shall evaluate and make recommendations to the Councils of the three cities on the alternatives to be considered and pursued for additional or alternate source(s) of supply.

e. In the event a regional water supply authority or water supply other than The City of Seattle is formed, the Councils of Redmond and Kirkland shall determine if Kirkland, or Kirkland and Redmond should jointly contract for supply from the new authority and whether to amend or terminate the City of Seattle contract ("Purveyor Contract") and/or this Agreement.

6. Water Usage. The water usage within the direct read meter areas shall be referred to as "retail water" and the water usage through master meters shall be referred to as "wholesale water." The water loss within the direct read meter areas to uses including but not limited to flushing, construction, leakage and firefighting shall be referred to as "unaccounted water." The usage of each City shall be computed for retail water, wholesale water and unaccounted water separately. Unaccounted water usage shall be determined by subtracting the wholesale water usage and retail water usage for each of the three Cities from the quantity of water purchased from The City of Seattle. The unaccounted water shall then be allocated to each of the Cities in proportion to the amount of retail water used within each City's direct read meter areas.

7. Operation and Maintenance. Kirkland and Redmond shall be jointly responsible for performing the operation and maintenance of any facilities jointly owned by the Cities. Redmond shall operate, maintain and repair any jointly owned water lines within the Redmond service area. Kirkland shall operate, maintain and repair all other jointly owned facilities.

Kirkland, Redmond and Bellevue each agree to not operate their facilities which are not joint-use facilities in any way which would be detrimental to the operations of any city. If a situation arises between the cities, the Joint Board shall determine how the water system shall be operated and maintained to the benefit of all cities.

8. Establishment of a Joint Board. The Cities hereby establish a Joint Board which shall provide oversight for the planning and performance of operations, maintenance, extraordinary maintenance, repair, and replacement of the joint facilities. The Joint Board shall be authorized to negotiate and execute leases of joint facilities. The Joint Board shall meet at least annually and shall be comprised of the Public Works Director (or equivalent department head) of each City or his/her designee. Should the Public Works Director or equivalent department head of any city appoint an alternate representative to the Joint Board, such appointment shall be in writing to the other cities by the Public Works Director or equivalent department head.

A quorum at any meeting of the Joint Board shall consist of a simple majority of the Joint Board's membership. All Joint Board members shall have one equal vote and, except as provided otherwise herein, all actions required to be authorized by vote of the Joint Board shall require approval of a majority of those present; provided however, that if the proposed action directly pertains to the operations, maintenance, extraordinary maintenance, repair or replacement of a particular jointly-owned facility, then the Joint Board action shall be by weighted majority vote based on the percentage of ownership interest of each City in the particular jointly owned facility to be operated, maintained, repaired or replaced.

9. Water Supply, Operation and Maintenance Costs. Costs for water supply and water system operation, maintenance, extraordinary maintenance, repair and replacement as further defined herein, shall be shared by the Cities and shall consist of the following components:

a. Water Charges: The water rates for wholesale water, retail water and unaccounted water shall be the commodity rates charged by the City of Seattle for the type of water (old, new) and for the period consumed (summer, winter). This rate shall also include but not be limited to emergency surcharges and applicable commodity or other charges or surcharges established by the City of Seattle.

b. Meter Charges: The meter charges for the City of Seattle meters shall initially be allocated to each City as follows:

Kirkland:	65%
Redmond:	35%
Bellevue:	0%

The percentage allocation of meter charges to the Cities shall be reviewed annually by the Joint Board on or about January 1 and shall be adjusted, if deemed necessary by the Joint Board, based upon the total quantity of water usage by each City in proportion to the total quantity of water purchased through the Seattle meters for the previous year.

There shall be no charges for any City-operated master meter. Costs associated with the operation and maintenance of master meters shall be borne by the City served by the master meter. City operated master meters will be tested and calibrated in even numbered years by the City served by the master meter.

c. Operation Charges. Kirkland shall assess Redmond and Bellevue for their proportionate shares of labor and costs incurred in the daily operation of the joint facilities based on water usage. Operation of the joint facilities shall include but not be limited to the operation of the instrumentation/control systems for such joint facilities, and for controlling the rate of flow from the Seattle supply facilities. The operation charges shall be actual expenses incurred including overhead. These expenses shall be subject to periodic review by the Joint Board at least every two (2) years.

d. Maintenance Charges: Kirkland shall assess Redmond and Bellevue, and Redmond shall assess Kirkland and Bellevue, based on their respective ownership interests in the joint facilities, for providing routine maintenance of and repairs to the joint facilities for which Kirkland or Redmond is responsible based upon service area location. These maintenance and repair activities include but are not limited to maintenance and repair of the instrumentation/control system for the joint facilities, maintenance and repair of the reservoirs, jointly owned pipelines, pumping facilities, reservoir control facilities, landscape maintenance and groundskeeping for the various joint facilities, and other activities of a similar nature. Redmond shall make similar assessments for routine maintenance of joint pipeline facilities within its service area. The Cities' ownership interests in the joint facilities are identified in Attachment A to this Agreement.

The maintenance charges from Kirkland to Redmond and Bellevue shall be actual expenses incurred including overhead. The maintenance charges from Redmond to Kirkland and Bellevue shall be actual expenses incurred including overhead. These expenses shall be subject to periodic review by the Joint Board at least every two (2) years.

e. Administration Charges: Kirkland shall assess Redmond and Bellevue based on water usage for their proportionate shares of the administrative costs incurred by Kirkland to provide administrative activities and duties for this Agreement and operation and maintenance of the joint facilities for which Kirkland is responsible. These administrative activities include but are not limited to coordination with the City of Seattle, financial and accounting services, record keeping, and billing.

The administrative charges shall be actual costs incurred including overhead. These charges shall be subject to periodic review by the Joint Board at least every two (2) years.

f. Insurance: The Joint Board shall determine the nature and amount of hazard and liability insurance to be provided for the joint facilities and their operation. Each City may but shall not be required to maintain casualty insurance for all risks of direct physical loss from external cause on the jointly-owned facilities to the extent of their interest at the current replacement cost of such improvements, which costs shall be updated annually. The Cities may agree that one of the Cities may obtain such insurance

naming the other Cities as named insureds and for the sharing of the costs of such insurance based upon the percentage of ownership of the joint facilities by each respective City.

g. Special Assessments.

1) Special Assessments for Emergency Items. Special assessments shall be made for emergency maintenance, repair, and replacement activities of the joint facilities. Emergency maintenance, repair, or replacement activities shall be defined as maintenance, repair, or replacement of joint use facilities requiring immediate attention and, without such attention, could cause a disruption to water supply or quality. The Joint Board shall have the authority to approve and assess such special assessments based on actual costs of such emergency maintenance, repair, or replacement activities as demonstrated by an accounting of time and materials; provided, however, any such special assessment approved by the Joint Board, to the extent it exceeds ~~$50,000.00~~ $25,000.00 for any City, shall not obligate such City until and unless approved by that City, unless that City delegates by appropriate legislative action the authority to its representative on the Joint Board to approve a larger special assessment on its behalf. This amount may be adjusted every five (5) years by the Joint Board by an amount not to exceed increased costs due to inflation. In calculating such adjustments, the Joint Board may rely on consumer price indices for the Seattle-Metropolitan area and similar locally available indices. Time and materials shall include labor, benefits, overhead, materials, taxes and contract amounts. Each City shall be assessed such special assessment based on its respective ownership interest in the joint facility under emergency maintenance or repair.

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2) Special Assessments for Extraordinary Items. Special assessments may also be made for extraordinary maintenance, repair and replacement activities of the joint facilities or joint capital improvement project for new or existing joint facilities. Extraordinary maintenance, repair and replacement activities may include but are not limited to coating, replacement, and structural repairs of the water storage facilities, and replacement of joint facilities (pipelines, pumps, motors, valves, vaults, supply meters and structures).

3) Destroyed or Damaged Facilities. In the event any of the joint facilities are destroyed or irreparably damaged by any cause, the facility so destroyed or damaged shall be promptly replaced by the Cities and the cost thereof shall be paid in the same proportion as the ownership of the facility. The Cities may, by unanimous agreement, determine that such facilities need not be replaced or reconstructed if the Joint Board finds the facilities are no longer necessary to the efficient provision of water supply.

h. Charges Between Cities. All charges assessed by one City against either of the other Cities for operation, maintenance, administration or special assessment shall include supporting documentation justifying said charges.

i. Demand Metering. Kirkland shall be responsible for demand metering as required in it's Purveyor Contract with the City of Seattle. During the demand metering period of June 1 through August 31, Redmond and Bellevue must notify Kirkland of their planned withdrawal rates by 8:00 a.m. daily to allow Kirkland sufficient time to set flow rates from the Seattle meters. The Joint Board will determine how to distribute the cost of a surcharge between the Cities.

j. Response to Emergencies. Costs of emergency response or repair activities to a joint facility by either City shall be allocated between the Cities based upon the percentage of ownership in the joint facility(s) involved.

10. Water Supply, Operation and Maintenance Payments.

a. Meter Reading. The Cities shall read their master meters and direct read meters as follows:

1) Redmond: Kirkland shall read Redmond's master meters at least monthly. Redmond shall read its direct read meters monthly or bimonthly in accordance with Redmond's policies and procedures. Redmond shall report to Kirkland the retail usage and the meter read dates within thirty (30) days of meter reading.

2) Bellevue: Kirkland shall read Bellevue's master meters at least monthly. Bellevue shall read its direct read meters monthly or bimonthly in accordance with Bellevue policies and procedures. Bellevue shall report to Kirkland the retail usage and meter read dates within thirty (30) days of meter reading.

3) Kirkland: Kirkland shall read its master meters at least monthly and shall read its direct read meters monthly or bimonthly in accordance with Kirkland policies and procedures.

b. Supply and Consumption Reports. Kirkland shall prepare a supply and consumption report for each month of the year within ninety (90) days of the end of each such month. The report shall indicate the total purchased supply, the wholesale usage and retail water usage reported by each City, and the unaccounted water usage calculated for each City. This report shall correlate the total purchased supply and reported usages to actual calendar periods of use as may be determined based on the varying meter read dates and frequency of meter readings. This report shall indicate the type of water used (old, new) and the period of use (summer, winter).

c. Billings and Payments. Kirkland shall invoice Redmond and Bellevue monthly for estimated water usage or any other charges as set forth herein. Estimated water usage shall be established from prior years' actual consumption records for retail water usage. Actual Master meter readings shall be used for the wholesale meter usage. With each monthly supply and consumption report an invoice shall be prepared based on actual usage.

d. Delinquent Payments. All payments between any of the Cities pursuant to the terms of this Agreement shall be made within 45 days of receipt of invoice. Payments not made within 45 days will be subject to 1% (one percent) per month interest charges on the outstanding balance.

11. Seattle Water Purveyor Contract. The parties acknowledge that the District has assigned its water purveyor contract with the City of Seattle to Kirkland pursuant to the Assumption Agreement and that Kirkland is a purveyor of water to Redmond and Bellevue. As set forth in the Assumption Agreement, Kirkland agrees to apportion its purveyor committee weighted votes between Kirkland and Redmond as allowed and provided by the Seattle Purveyors Committee By-laws. Kirkland further agrees to allocate between the Cities the flushing allowance provided for in the water purveyor contract in proportion to the total water used by each city as supplied by Kirkland in the previous year.

The water purveyor contract also provides in section III F therein for a purveyor facilities account. That section provides for identification and compensation for certain facilities that have been allocated to and paid for by the purveyors. Any allocation or credit to Kirkland under the purveyor contract in the event of the application of Section III F shall be reallocated by Kirkland to the three Cities based upon water purchased by each City in those years the allocation is made.

12. Status of Parties. This Agreement shall not be construed to establish a partnership, joint venture or any other legal relationship between the parties hereto except as common owners of the jointly owned facilities.

13. Successors. This agreement and its terms and conditions shall be binding upon the successors and assigns of the parties hereto.

14. Change in Proportion of Use or Ownership. The Cities may agree to adjust the use and/or ownership of the joint facilities identified in this Agreement and exhibits hereto as either a permanent amendment to this Agreement or as a temporary arrangement, and may agree that one party will pay the other party on an agreed basis for such permanent or temporary use of all or part of the other parties' contract share of the joint facilities.

15. Term and Termination. The term of this Agreement shall commence upon approval by the three cities. This Agreement shall remain in effect until terminated by mutual agreement of the three Cities. Upon termination of this Agreement, the disposition of the jointly owned facilities shall be in accordance with the ownership interests identified in Attachment A hereto; and all other property acquired during the life of this Agreement shall be distributed to the contributing City or Cities to the extent of such City's or Cities' contribution(s).

16. Emergencies, Notice and Response. In the event of an emergency condition occurring in the water system within the service areas of any of the Cities which affects the operation of the joint facilities, the City experiencing the emergency condition shall, upon learning of the condition, endeavor to immediately notify the other Cities. The Joint Board shall establish procedures for such notification providing as a minimum, a priority of names and telephone numbers for notification. The parties so notified shall, if requested and to the extent practicable, render emergency assistance to the other party and modify their system operations and control to the extent practicable as reasonably necessary to meet the emergency. In the event of such emergency, the party experiencing the emergency shall reimburse the other parties for the reasonable cost of any assistance provided.

17. Records. Kirkland shall maintain records indicating all operation and maintenance and administrative costs and charges and maintenance schedules for the joint facilities for which Kirkland is responsible and identifying actual maintenance performed.

18. Indemnification. Each City agrees to defend, indemnify, and hold the other Cities harmless from any and all losses, claims, demands, payments, suits, liabilities, or judgments of every nature and description brought or recovered against the other Cities for damages suffered, or alleged to be suffered by persons or property caused by or resulting from the operation or maintenance of the joint facility as described herein, except to the extent such damages resulted from the negligence of the other Cities.

19. Notice and Communications. All notices and other formal communications to be given or any documents to be delivered by any party to any other party shall be delivered in person or mailed by certified mail and addressed to the respective parties at the following addresses:

To Kirkland at: Director of Public Works
City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

To Redmond at: Director of Public Works
City of Redmond
15670 NE 85th Street
Redmond, Washington 98052

To Bellevue at: Utility Director
City of Bellevue
PO Box 90012
Bellevue, WA 98009-9012

20. Modification of Agreement. This Agreement may be amended, modified or added to only by written instrument properly signed by all parties hereto.

initials

~~THIS NEXT PARAGRAPH WILL REMAIN HERE, FOR NOW, AS WE MAY PUT IT BACK INTO DOCUMENT.~~

9-29-97

21. Superseding Agreement. Several agreements and contracts have been approved and / or adopted by the District over the years. The following listed agreements and contracts constitute the entire list of agreements and contracts that were known to be in existance at the time of the signing of this Interlocal Operations and Maintenance Agreement.

In the event that this Interlocal Operations and Maintenance Agreement conflicts with the provisions of any other District agreement or contract presently in effect but not listed below, this Interlocal Operations and Maintenance Agreement shall govern. The Joint Board shall be responsible to consider any such agreements and contracts on an individual basis to nullify, modify or amend any such agreements or contracts and shall do so by amendment to this Interlocal Operations and Maintenance Agreement .

The following listed agreements and contracts are hereby null and void in their entirities:

RESOLUTION OF BOARD OF COMMISSIONERS OF ROSE HILL WATER DISTRICT ADOPTING INTERLOCAL GOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF 14.3 MILLION GALLON RESERVOIR. (Resolution No. 737)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF ROSE HILL WATER DISTRICT EXTENDING CONTRACT FOR WATER SALES TO THE CITY OF REDMOND. (Resolution No. 679)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF ROSE HILL WATER AND SEWER DISTRICT APPROVING AGREEMENT WITH CITY OF REDMOND FOR WATER DISTRIBUTION SYSTEM. (Resolution No. 648)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF ROSE HILL WATER AND SEWER DISTRICT APPROVING CONTRACT FOR SALE OF WATER TO THE CITY OF REDMOND. (Resolution No. 547)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 APPROVING AMENDMENT TO JOINT WATER STORAGE AND DISTRIBUTION PROJECT AGREEMENTS. (Resolution No. 457)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 REQUESTING THE ESTABLISHMENT OF A JOINT MAINTENANCE FUND. (Resolution No. 257)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 ACCEPTING JOINT FACILITIES RESERVOIR CONSTRUCTION. (Resolution No. 250)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 APPROVING THE EXECUTION OF A CONTRACT FOR TELEMETERING SERVICE FOR THE JOINT FACILITIES PROJECT. (Resolution No. 248)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 ACCEPTING JOINT FACILITIES WATER MAIN CONSTRUCTION. (Resolution No. 246)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 APPROVING AN AGREEMENT FOR JOINT CONSTRUCTION OF WATER STORAGE AND DISTRIBUTION FACILITIES. (Resolution No. 233)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 APPROVING AN AGREEMENT FOR EXCHANGE OF WATER UTILITY FACILITIES WITH THE CITY OF KIRKLAND. (Resolution No. 232)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 APPROVING A CONTRACT WITH THE CITY OF KIRKLAND. (Resolution No. 118)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 APPROVING AN AGREEMENT WITH THE CITY OF KIRKLAND. (Resolution No. 180)

A RESOLUTION OF THE COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 81 AUTHORIZING THE CREATION OF A CONTRACT WITH THE CITY OF KIRKLAND FOR THE SUPPLY OF WATER AND THE SERVICING OF A WATER DISTRIBUTION SYSTEM. (Resolution No. 9)

22. Severability. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

23. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

24. Filing and Effective Date. This Agreement shall be filed with the King County Department of Records and Elections and the Secretary of State of the State of Washington and shall take effect upon approval and signature by each City.

CITY OF KIRKLAND

By _____
Its City Manager
Dated 9-29-97

Approved as to Form:
OFFICE OF THE KIRKLAND
CITY ATTORNEY

By _____
Its City Attorney
Dated 9-29-97

CITY OF REDMOND

By _____
Its EXEC ASST
Dated 9/25/97

Approved as to Form:
OFFICE OF THE REDMOND
CITY ATTORNEY

By _____
Its Assistant City Attorney
Dated 9/4/97

CITY OF BELLEVUE

By _____
Its Deputy City Mgr.
Dated 10/6/97

Approved as to Form:
OFFICE OF THE BELLEVUE
CITY ATTORNEY

By _____
Its Asst City Atty
Dated 10/6/97

3city94\operagre\rjp:nmw
4/21/94

BRIDLE VIEW ANNEXATION AGREEMENT REGARDING WATER FACILITIES

This Bridle View Annexation Agreement Regarding Water Facilities ("Agreement") is made by and between the cities of Kirkland ("Kirkland"), and Redmond ("Redmond"), municipal corporations in King County, Washington.

RECITALS

A. The cities of Kirkland, Redmond, and Bellevue previously entered into an Assumption Agreement whereby the cities assumed the assets, liabilities and operations of the Rose Hill Water District, a former municipal corporation in King County, Washington.

B. The cities of Kirkland, Redmond, and Bellevue previously entered into an Interlocal Operation and Maintenance Agreement dated October 9, 1997 (the "1997 Agreement").

C. Section 2 of the 1997 Agreement assigned the Service Areas to the three cities and provided that any unincorporated area which is subsequently annexed into a city shall remain in or be transferred to the service area of the annexing City.

D. The City of Kirkland has annexed the Bridle View Annexation area. (see Attachment A)

E. The 1997 agreement is silent on the process and mechanism to transfer the Bridle View Annexation service area and its associated facilities between the cities.

F. Section 14 of the 1997 Agreement provides that the cities may agree to adjust the use and/or ownership of the joint facilities identified in the 1997 Agreement either temporarily or permanently and may agree upon a payment for such transfer.

G. Kirkland and Redmond wish to adjust the ownership percentage of the South Rose Hill Pump Station and provide for payment.

H. Kirkland and Redmond wish to transfer the ownership of the distribution facilities within the Bridal View Annexation;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Redmond agrees to transfer ownership of the water distribution facilities within the Bridal View Annexation area consisting of approximately 5700 feet of 6-inch AC water mains, fire hydrants, water meters and other appurtenances

2. Redmond agrees to transfers 2% ownership of the South Rose Hill Pump Station.

3. Kirkland agrees that all assets transferred by Redmond to Kirkland under this agreement are transferred "as is, where is" without warranty of any kind. Kirkland agrees that Redmond is not responsible for any defects in the assets transferred under this agreement and that all responsibility for maintenance, repair, or correction of any defects in said assets shall be the sole responsibility of Kirkland upon transfer of the assets.

4. Kirkland hereby agrees to pay and Redmond agrees to accept $21,787 as fair compensation for the transferred assets.

5. Kirkland and Redmond administrative staff shall coordinate the transfer of the assets and customers. City Staff shall select a convenient date for Redmond to do a final reading of the transferred customers meters, for Kirkland to do a beginning read of the transferred customer's meters, and for Kirkland to make payment for the transfer of the assets. Redmond shall provide a bill of sale for the distribution assets that are transferred.

6. Severability. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Amendment shall not affect the validity of the remainder of this Amendment.

7. This Amendment shall take effect upon signature by each City. Except as expressly modified by this Amendment, all terms and conditions of the 1997 Agreement and 2005 Amendment shall remain in full force and effect.

EXECUTED by the parties on the dates set forth below.

CITY OF KIRKLAND

By:_____
Its:_____
Dated:_____

APPROVED AS TO FORM:

By:_____
Kirkland City Attorney Date

CITY OF REDMOND

By:_____
Its:_____
Dated:_____

APPROVED AS TO FORM:

By:_____
Redmond City Attorney Date

ORDINANCE NO. 4204

AN ORDINANCE OF THE CITY OF KIRKLAND ANNEXING PURSUANT TO RCW 35A.14.120 ET SEQ. CERTAIN UNINCORPORATED TERRITORY DESCRIBED IN THE PROPERTY OWNERS PETITION FOR ANNEXATION; PROVIDING FOR THE ASSUMPTION OF THE EXISTING INDEBTEDNESS; AND ZONING SAID TERRITORY IN ACCORDANCE WITH SECTION 10.45 OF ORDINANCE NO. 3719, AS AMENDED, THE KIRKLAND ZONING CODE.

Whereas, a Petition for Annexation (circulation of which was authorized pursuant to Kirkland Resolution No. 4749) signed by owners of not less than 60% in value of the property in the annexation area according to the assessed valuation for general taxation of the property described in said Petition has been filed with the City and found to be valid in form; and

Whereas, pursuant to State Law, said proposed annexation has been approved by the King County Boundary Review Board; and

Whereas, pursuant to RCE 35A.14.120 et seq., a public hearing on said proposed annexation was held before the City Council on August 4, 2009; and

Whereas, pursuant to the State Environmental Policy Act RCW 43.21C.222, annexations are exempt from SEPA; and

Whereas, the Kirkland City Council finds said proposed annexation to be within the public interest,

NOW, THEREFORE, be it ordained by the City Council of the City of Kirkland as follows:

Section 1. The unincorporated territory of King County, hereinafter described in Section 4, is hereby annexed to the City of Kirkland.

Section 2. Said territory shall be subject to the existing indebtedness of the City of Kirkland as of the effective date of this annexation ordinance.

Section 3. Said territory shall be zoned in accordance with Section 10.45 of the Kirkland Zoning Code, Ordinance 3719 as amended, which provides that upon annexation to the City, property will be deemed to be zoned with a classification the same as, or as nearly comparable as possible, with the classification that

the property was zoned immediately prior to annexation. Pursuant to said section of the Kirkland Zoning Code, the zoning for the annexed territory is hereby declared to be as set forth in this section and the Director of the Department of Planning and Community Development is hereby directed to make the necessary modifications and extensions of the Zoning Map of the City of Kirkland to so reflect. The real property described in Section 4 shall, under the Zoning and Land Use Policies and Regulations of the City of Kirkland, be zoned RSX 35.

Section 4. The territory annexed to the City of Kirkland by this ordinance is depicted on Exhibit A and is described as follows:

Bridle View Annexation Legal Description

That portion of the southwest quarter of Section 10, Township 25 North, Range 5 East, Willamette Meridian, in King County, Washington and further described as follows:

Beginning at the southwest corner of Section 10, Township 25 North, Range 5 East, Willamette Meridian, in King County, Washington;

Thence easterly, along the south line of said Section 10, a distance of 1312.50 feet, more or less, to the east line of the west half of the southwest quarter of said Section 10, also being the Redmond City Limits as established by Redmond Ordinance #309;

Thence northerly, along said east line, to the easterly extension of the north line of the Plat of Bridle View, as recorded in Volume 74 of Plats, on Page 59, records of King County, Washington, also being the Redmond City Limits as established by Redmond Ordinance #967;

Thence westerly, along said easterly extension, and the north line thereof, to the east line of the west 660 feet of the southwest quarter of said Section 10; also being the Redmond City limits as established by Redmond Ordinance #1578

Thence continuing westerly, along said north line and city limits, a distance of 90.50 feet.

Thence northerly, along said city limits, to the south margin of the Redmond City Limits as established by Redmond Ordinance # 2285, also being the south margin of the widened Old Redmond Rd.;

Thence westerly, along said south margin and its westerly extension to the west line of said Section 10;

Thence southerly, along said west line, to the true point of beginning.

EXCEPT that portion of the 132nd Avenue NE right-of-way as previously annexed under City of Kirkland Ordinance # 3064.

Section 5. The Director of Administration and Finance (ex officio City Clerk) is hereby directed to file certified copies of this annexation ordinance with the King County Council and with the State of Washington Office of Financial Management, together with such additional offices as may be required by law or regulation.

Section 6. This ordinance and annexation shall be effective upon the effective date of this ordinance which shall be October 2, 2009, which is more than 5 days after the date of passage of this ordinance and publication as required by law.

Passed by majority vote of the Kirkland City Council in open meeting this 1st day of September, 2009.

Signed in authentication thereof this 1st day of September, 2009.

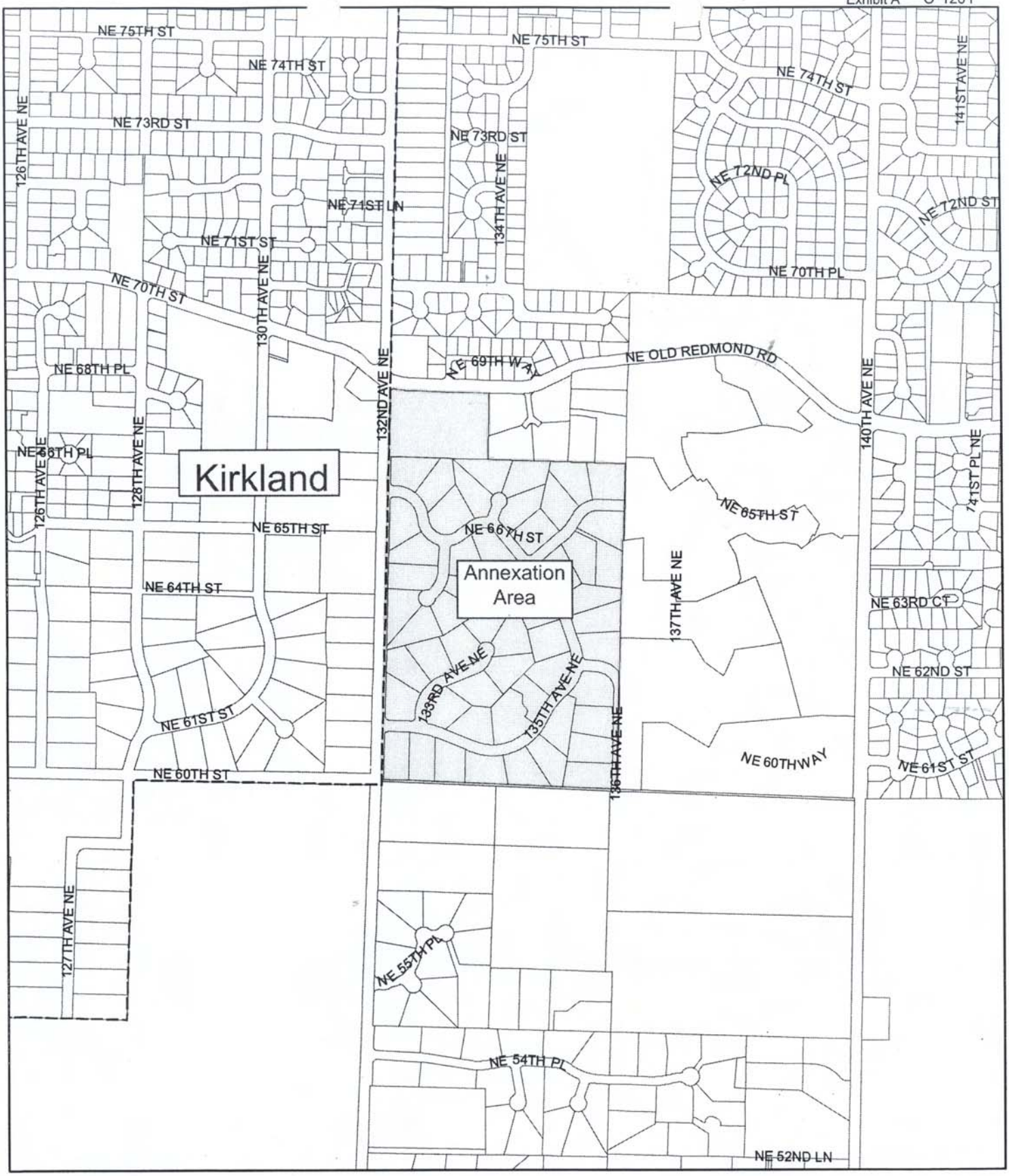
Mayor

ATTEST:

City Clerk

Approved as to Form:

City Attorney



Overview Map

Kirkland City Limits

parcel

Annexation Boundary

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No warranties of any sort, including
but not limited to accuracy, fitness or
merchantability, accompany this product.

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