

MOTION NO. 4563

A MOTION authorizing the Executive to enter into an agreement with Lake Washington School District and Sahalee Sewer District regarding sewer service to the proposed Junior High School on Site #74.

WHEREAS, Lake Washington School District desires to construct a Junior High School on property which it owns known as Site #74.

WHEREAS, Site #74 is adjacent to Emily Dickenson School which is presently served by a side sewer connection to the Sahalee Sewer District sewer system.

WHEREAS, the use of this side sewer is restricted to serving Emily Dickenson School by previous agreements and permits.

WHEREAS, it is desirable to modify previous restrictions regarding the existing side sewer to permit sewer service to the proposed Junior High on Site #74.

NOW THEREFORE, BE IT MOVED by the Council of King County:

The King County Executive is hereby authorized to enter into an interlocal agreement (attached) with Lake Washington School District No. 414 and Sahalee Sewer District to permit and limit sewer service by the existing side sewer in 208th NE to Emily Dickenson Elementary School and the proposed Junior High School on Site #74.

PASSED this 22nd day of October, 1979.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Ruby Chow
Chairman

ATTEST:

Jessie M. Owens DEPUTY
Clerk of the Council.

September 20, 1979

AGREEMENT

AN AGREEMENT by and between King County, Washington, a municipal corporation; Sahalee Sewer District of King County, Washington, a municipal corporation; and Lake Washington School District No. 414, a municipal corporation.

W I T N E S S E T H:

WHEREAS, Lake Washington School District No. 414 desires to construct a Junior High School on property which it owns known as Site #74, as described in Attachment A which is by this reference hereby incorporated into this agreement.

WHEREAS, this site is adjacent to Emily Dickenson Elementary School which is presently served by a side sewer connection to the Sahalee Sewer District sewer system.

WHEREAS, on May 9, 1977, Sahalee Sewer District and Lake Washington School District entered into an agreement regarding the construction, operation and maintenance of the existing side sewer serving Emily Dickenson Elementary School.

WHEREAS, on June 24, 1977, King County issued a Right-of-Way Construction Permit (attached as Attachment B, which is by this reference hereby incorporated into this agreement) pursuant to a sewer franchise granted by Motion No. 1422 on Feb. 4, 1974 to Sahalee Sewer District to construct the existing side sewer. This Right-of-Way Construction Permit was issued "for a temporary sewer line connection for the Emily Dickenson School and it is understood by all parties that no other connections are to be made to this side sewer line."

WHEREAS, the existing side sewer which serves Emily Dickenson Elementary School has the capacity to serve the proposed Junior High School on Site #74. (See Attachment C, August 16, 1979 letter from Archie W. Leva of Hugh Goldsmith and Associates to Lake Washington School District which is by this

reference hereby incorporated into this agreement.)

WHEREAS, in order to utilize the existing capacity to serve the proposed Junior High School on Site #74, it is necessary to modify the previously established conditions of service.

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES AND AGREEMENT herein set forth, it is agreed by and between the parties as follows:

1. All previous agreements and permits are hereby modified to permit sewer service to the proposed Junior High School on Site #74 (described in Attachment A) by the existing side sewer in 208th NE, which presently serves Emily Dickenson Elementary School.

2. No service to other properties or structures may be provided by or from the existing side sewer without modification to this agreement.

3. This agreement is binding upon the administrators, successors and assigns each of the parties hereto.

KING COUNTY, WASHINGTON

By: _____
John D. Spellman Date
County Executive

ATTEST:

SAHALEE SEWER DISTRICT

By: _____
Title Date

ATTEST:

LAKE WASHINGTON SCHOOL DISTRICT

By: _____
Title Date

ATTEST:

ATTACHMENT A

King County/Sahalee/LWSD Agreement

The north half of the northeast quarter of the southeast quarter of Section 8, Township 25 North, Range 6 East, W.M.: EXCEPT the west 400 feet of the south 165 feet; and EXCEPT the west 30 feet of remainder for road purposes

KING COUNTY PROPERTY DIVISION

RIGHT OF WAY CONSTRUCTION PERMIT

PERMIT NO. <u>S 14-77</u>	JOB NO. _____	ENVIRONMENTAL ASSESSMENT <input type="checkbox"/> Required Date Received _____ <input type="checkbox"/> Not Required <input type="checkbox"/> Existing Assessment <input type="checkbox"/> Replacement <input type="checkbox"/> Categorically Exempt
FRANCHISE NO. <u>1422</u>	KROLL PAGE NO. _____	
DATE <u>June 24, 1977</u>	SECTION: _____ TWP. _____ RANGE _____	

APPLICANT: <u>SMA Sahalee Sewer District</u>	PHONE NO. <u>885 2450</u>
ADDRESS: <u>2600 - Sahalee Drive</u> <u>Redmond, Washington 98052</u>	ULID NO. _____
	BOND AMOUNT <u>\$ 6,000</u>

Job Description:

Install approx. 5600 feet of temporary sewer line on 208th Ave. N.E. beginning approx 350 feet south of Union Hill Road and continuing to approximately the Redmond Fall City Highway.

Regrade shoulders and apply 2" of crushed rock where line goes along shoulder.

Where edge of mat is disturbed, apply a minimum 3' wide patch.

This permit is issued for a temporary sewer line connection for the Emily Dickenson School and it is understood by all parties that no other connections are to be made to this side sewer line.

All work to be done subject to the approval of the King County Road Engineer

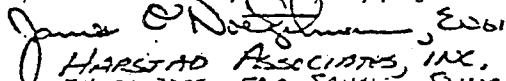
ALL UNDERGROUND UTILITY LINES TO HAVE A MINIMUM 30" COVER

The undersigned agrees to comply with provisions, conditions and requirements contained in the "Standards of Good Practice for County Departments" published by County Road Administration Board.

All work to be done in conformity with conditions and requirements of Ordinance 1709, 1710 & 1711. Work under this permit shall begin within 30 days, which the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests and convenience of the public. If at the end of 90 days after issuance of permit the grantee shall not have in operation said utilities, then the rights herein conferred shall cease and terminate. Unless specific provisions are made for a renewal or extension.

The undersigned, his successors and assigns, agrees if granted the above permit, to comply with the provisions, conditions, requirements regulations and recommendations herein contained and as may apply to any utility franchise granted the applicant and under whose provisions same is issued. He will respect and protect all property contracts, persons and rights that might be affected by it.

In accepting the hereinafter granted permit, the petitioner, his successors and assigns agrees to protect and save harmless the County of King from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation maintenance and operation by the improper occupancy of right of way or public place or public structure, and in case any such suit or action is brought against said County of King for damages arising out of or by reason of any of above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to King County.


 Signature of Applicant HARSTAD ASSOCIATES, INC.
ENGINEERS & SURVEYORS

Application Received 1/24/77 Entered 1/24/77 Permit Fee \$ 31.00
 Permit Issued June 24, 1977 BY: M Miller Permit Clerk

This application has been granted subject to the noted requirements and conditions thereof as listed below or on back of page.

- 1. Call 885-1211 or 228-5306.
- 2. All hard surfaced roads to be jacked or bored. NO OPEN CUTS. Backfill trench with granular free draining materials, mechanical compaction in 1" lifts. Apply 2" of crushed 5/8 rock and regrade shoulders.
- 3. One way traffic at all times. Signs and traffic control will be in accordance with part 6 manual on uniform traffic control devices for streets and highways.
- 4. Asphalt to be square cut 1' back from excavation, backfilled with 4" of 5/8 crushed rock, temporary holding patch of cold mix asphalt laid immediately, to be replaced by a hot patch and sealed after complete settlement and compaction has set in. All ditches to be cleaned and tile replaced if disturbed.
- 5. Pole and pole anchors shall be located and installed in a manner that will present no hazard to vehicles, pedestrian traffic or drainage.
- 6. Specify alignment and grade as per county approved plans and specifications.
- 7. A county Inspector will be assigned to the project for inspection of road restoration. Costs of inspection applicable to the project will be reimbursed to the county monthly by applicant.

Approved by [Signature] Manager [Signature] County Engineer

It is the responsibility of the applicant to notify all Utility Districts and private property owners when such property is liable to injury or damage through the performance of the above work and this applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.

UTILITY DAMAGE IS COSTLY. CALL BEFORE YOU DIG.
 CALL 682-5464 (MU 2 KING)