

RESOLUTION NO. R- 3079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A SEWER FACILITIES AGREEMENT PURSUANT TO CHAPTER 35.91 RCW, AND APPROVING SAID AGREEMENT BETWEEN THE CITY OF KIRKLAND AND BIG MAC CONSTRUCTION COMPANY.

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 sign on behalf of the City of Kirkland an agreement with Big Mac Construction Company, pursuant to Chapter 35.91 RCW, in the form attached to the original of this resolution and by this reference incorporated herein.


Section 2. The City Clerk is hereby directed to record with the King County Department of Elections & Records a certified copy of said facilities agreement, including Exhibits 1 through 3 inclusive, with the cost of such recording to be borne by Big Mac Construction Company.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 21st day of February, 1984.

SIGNED IN AUTHENTICATION THEREOF on the 21st day of February, 1984.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Deputy City Clerk

CITY OF KIRKLAND SEWER FACILITIES AGREEMENT  
PURSUANT TO CHAPTER 35.91 REVISED CODE OF WASHINGTON

THIS AGREEMENT made and entered into this day, pursuant to RCW Chapter 35.91, between the City of Kirkland, a non-charter optional code city, hereinafter referred to as "City" and

BIG MACC CONSTRUCTION COMPANY  
hereinafter referred to as "Developer":

WITNESSETH:

Section 1. Developer does hereby agree to construct, at its sole expense, the SEWER FACILITY described in EXHIBIT 1, attached hereto and by this reference incorporated herein, all in accordance with the specifications and standards of the City of Kirkland pertaining to sewer construction and installation.

Section 2. Upon completion of said sewer facility to the satisfaction of the Kirkland Director of Public Works, and acceptance thereof by the City of Kirkland, said facility shall become the property of the City of Kirkland and a part of its sewer system with full power of the City of Kirkland to charge for its use such sewer connection and service rates and charges as the City of Kirkland may be authorized by law to establish, and all further maintenance operation costs of said facility shall be borne by the City of Kirkland.

Section 3. The BENEFIT AREA to be served by said facility is described and designated on EXHIBIT 2, attached to this agreement and by this reference incorporated herein. Said exhibit designates the REAL PROPERTY OWNED BY DEVELOPER as specifically described in EXHIBIT 3, attached hereto, which shall not be subject to the provisions of paragraph 5 of this agreement. The balance of the service area as designated on EXHIBIT 2 shall be subject to the provisions of Section 4 of this agreement and to the payment of a fair prorata share of the cost of construction of said facility.

Section 4. Any owner of any real property located within the benefit area (other than those properties designated in EXHIBIT 3 as Developer's properties) who shall hereafter tap into or use said sewer facility (including not only connecting directly into but also to users connecting laterals or branches connected thereto) shall, prior to such tap in or use, pay to the City of Kirkland, in addition to any connection or other charge required by the ordinances of the City of Kirkland to be paid upon connecting to a sewer facility, their fair prorata share of the cost of construction of said facility.

Section 5. For the purposes of determining such "fair prorata share", the cost of construction of said facility shall be considered to be \$ 11035.46, provided, however, the City

Original Exhibits are attached to the recorded document filed in the City Clerks agreement records.

Exhibit 1 - Sanitary Sewer Plan and Profile  
(Blue line copy)

Exhibit 2 - Latecomers Exhibit  
(Blue line copy)



Project Management  
 Civil Engineering  
 Land Surveying  
 Land Use Planning  
 Environmental Analysis

11415 NE 128th Street  
 Kirkland, Washington 98033  
 (206) 821-8448

100th AVENUE N.E. SANITARY SEWER  
 EXTENSION - BIG MACC CONSTRUCTION  
 Triad Job No. 79-033-04

December 15, 1983  
 Revised January 18, 1984  
 Prepared by: E. T. Jones P.E.

CONSTRUCTION COST ESTIMATE

Item	Quantity and Unit	Unit Cost	Amount
Clearing and grubbing	Lump Sum	Job	\$ 750.00
Connection to existing manhole	1 Each	\$ 200.00	200.00
Sanitary sewer manhole	1 Each	1,500.00	1,500.00
8-inch sewer main	400 LF	18.00	7,200.00
Pavement restoration	20 SY	6.00	120.00
Seed disturbed areas and clean up	Lump Sum	Job	450.00
		SUBTOTAL	\$10,220.00
		7.9% Sales Tax	807.38
		TOTAL	\$11,027.38



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PROPOSED CONSTRUCTION COST DISTRIBUTION

Ref. No.	Owner	General Benefit (Direct Benefit) Square Feet	Assessment \$/S.F.	Cost Distribution -\$-
<input type="checkbox"/> A-1	Usibelli Coal Mine	8,398 (8,398)	2.1 (11.5)	\$ 176.36 (965.77)
<input type="checkbox"/> A-2	Big Macc Constr. Co.	9,695 (9,695)	2.1 (11.5)	203.60 (1,114.92)
B	Eney	29,185 (29,185)	2.1 (11.5)	612.89 (3,356.28)
<input type="checkbox"/> C	Yuly	12,004 (2,173)	2.1 (11.5)	252.08 249.90
<input type="checkbox"/> D	Peterson	9,004 (9,004)	2.1 (11.5)	189.08 (1,035.46)
E	Watson	9,824 (9,824)	2.1 (11.5)	206.30 (1,129.76)
<input type="checkbox"/> H	Hoselton	11,346 (11,346)	2.1 (11.5)	238.27 (1,304.79)
	Totals	89,456 (79,625)		1,878.58 (9,156.88)
	GRAND TOTAL			<u>\$ 11,035.46</u>

Designates properties contributing to cost of sewer improvements and referred to as "Company" in agreement.

Sewer Facilities Agreement  
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DATED at Kirkland, Washington, this 23 day of February, 1984.

CITY OF KIRKLAND

By: [Signature]  
CITY MANAGER FOR THE CITY OF KIRKLAND WHO IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF SAID CITY BY VIRTUE OF RESOLUTION NO. R-3079.

DEVELOPERS

Big Mac Construction Company  
By: PHILIP L. CONRAD, PRESIDENT  
By: [Signature]

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this day personally appeared before me Phillip L. Conrad and \_\_\_\_\_, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that HE signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of FEB., 1984.

[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing in King County.

