

RESOLUTION R- 3789

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LINDSTROM DEVELOPMENT, INC. AND ROBERT BRANDT FOR EXTENSION OF SEWER FACILITIES IN THE VICINITY OF 130TH AVENUE NORTHEAST AND NORTHEAST 100TH STREET.

Whereas, Lindstrom Development, Inc. and Robert Brandt, developer, has agreed to construct, at its sole expense, an extension to city sewer facilities in the vicinity of 130th Avenue Northeast and Northeast 100th Street in the City of Kirkland, and,

Whereas, upon completion of said sewer facility extension 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 born by the City of Kirkland, and

Whereas, the City of Kirkland is authorized pursuant to Chapter 35.91 RCW to enter into such an agreement, with the proviso that persons thereafter connecting to the extension will have to pay a portion of the construction cost as a condition of connection,

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 sign on behalf of the City of Kirkland that certain Sewer Facilities Agreement between the City of Kirkland and Lindstrom Development, Inc. and Robert Brandt, as set forth in Exhibit A to this resolution and by this reference incorporated herein.

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 Lindstrom Development Inc. and Robert Brandt 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 is a map showing the total benefit area and delineating thereon that portion of the benefit area owned by Developer EXHIBIT 3 attached to this agreement and by this reference incorporated herein is a listing of each lot or parcel within the benefit area including the lot or parcel legal description and the lot or parcel's "pro rata share" of the cost of construction of the sewer facility EXHIBIT 3 identifies those lots or parcels owned by Developer and not subject to the provisions of Section 4 of this agreement

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 change 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 \$ 28,839.00, provided, however, the City may adjust said cost to reflect the true and final cost of construction of said facility The "FAIR PRORATA SHARE" of the cost of construction is designated on EXHIBIT 3, and is hereby approved by the City of Kirkland

Section 6. Within sixty (60) days after receipt by the City of any "fair prorata share," the City shall disburse said sum, less fifteen (15) percent thereof to be retained by the City of Kirkland to cover costs of administering the provisions of this agreement, to Developers at 1607 Market Street, Kirkland, WA 98033 until such time as Developers shall have received the total sum of \$ 16,645.00, or the expiration of fifteen (15) years from the date of this agreement, whichever event shall first occur. Thereafter, any amount of charge made or received by the City to tap into or use said facility shall be retained by the City. It shall be the duty of the Developers to advise the city of any change in the Developer's mailing address

Section 7. The provisions of this agreement shall not be effective as to any owner of real property designated in EXHIBIT 3, other than Developers, until such time as this agreement shall have been recorded in the Office of the King County Department of Elections and Records and then only as to such real property owners as tap into or connect into said facility subsequent to such recording. City shall not be required to disburse any "fair prorata share" to Developers which may not be lawfully collected from such real property owner at the time said real property taps into or connects to said facility.

Section 8. In the even the cost, or any part thereof, of a sewer improvement, whether local or general, is or will be assessed against the owners of real property and such sewer improvement will be connected into or will make use of the facility constructed pursuant to this agreement and the cost thereof was not contributed to by the owners of said real property, there shall be included in the Engineer's estimate for the hearing on any such improvement, separately itemized, and in such assessments, a sum equal to the amount provided for in this agreement as a fair prorata share due from such owners in accordance with the provisions of this agreement.

Section 9. No person, firm, or corporation, other than Developers, as to the real property identified as owned by Developers in Exhibit 2 hereto, shall be granted a permit or authorized to tap into or use said facility or extensions thereof without first paying their fair prorata share as herein provided.

DATED at Kirkland, Washington, this 7th day of DECEMBER, 1992

CITY OF KIRKLAND

DEVELOPER

CITY MANAGER FOR THE CITY OF
KIRKLAND WHO IS AUTHORIZED TO
EXECUTE THIS AGREEMENT ON BEHALF
OF SAID CITY BY VIRTUE OF
RESOLUTION NO _____

Lindstrom Development Inc.

By Carl D. Lindstrom - President

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

By _____

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

Given under my hand and official seal this _____ day of _____, 19_____

NOTARY PUBLIC in and for the State of
Washington, residing in King County My
Commission Expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day personally appeared before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the PRESIDENT, of the corporation that executed the foregoing instrument and acknowledged the said 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 he/she is authorized to execute the said instrument on behalf of said corporation

CARL D
LINDSTROM

WITNESS my hand and official seal this 7th day of DECEMBER, 1990

Ronald M. Anderson
NOTARY PUBLIC in and for the State of
Washington, residing in King County My
Commission Expires April 1, 1995

LIST OF EXHIBITS

- 1 Sewer Construction Plans
- 2 Map showing the total benefit area with legal description and delineating thereon the property owned by Developer
- 3 A listing of the individual lots and parcels including legal description for each within the benefit area as shown on Exhibit 2 with each lot and parcel's fair pro rata share of the cost of construction and clearly identifying the lots and parcels owned by Developer

ENTIRE MAP
CITY OF KIRKLAND

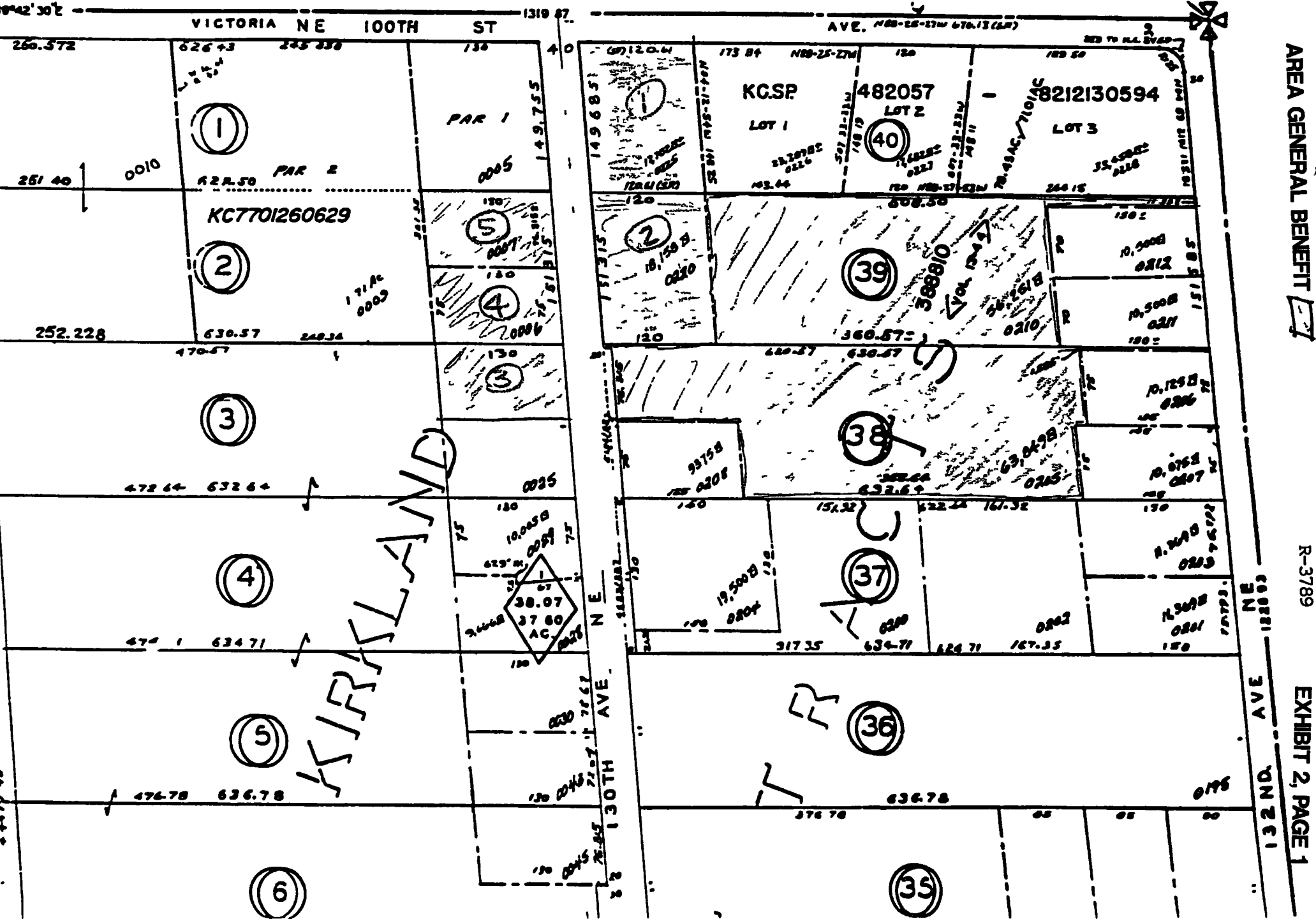
NE 4-25-5

MAP

CPK

4 33 -26- 5

SCALE 1" = 100'



AREA GENERAL BENEFIT

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EXHIBIT 2, PAGE 1

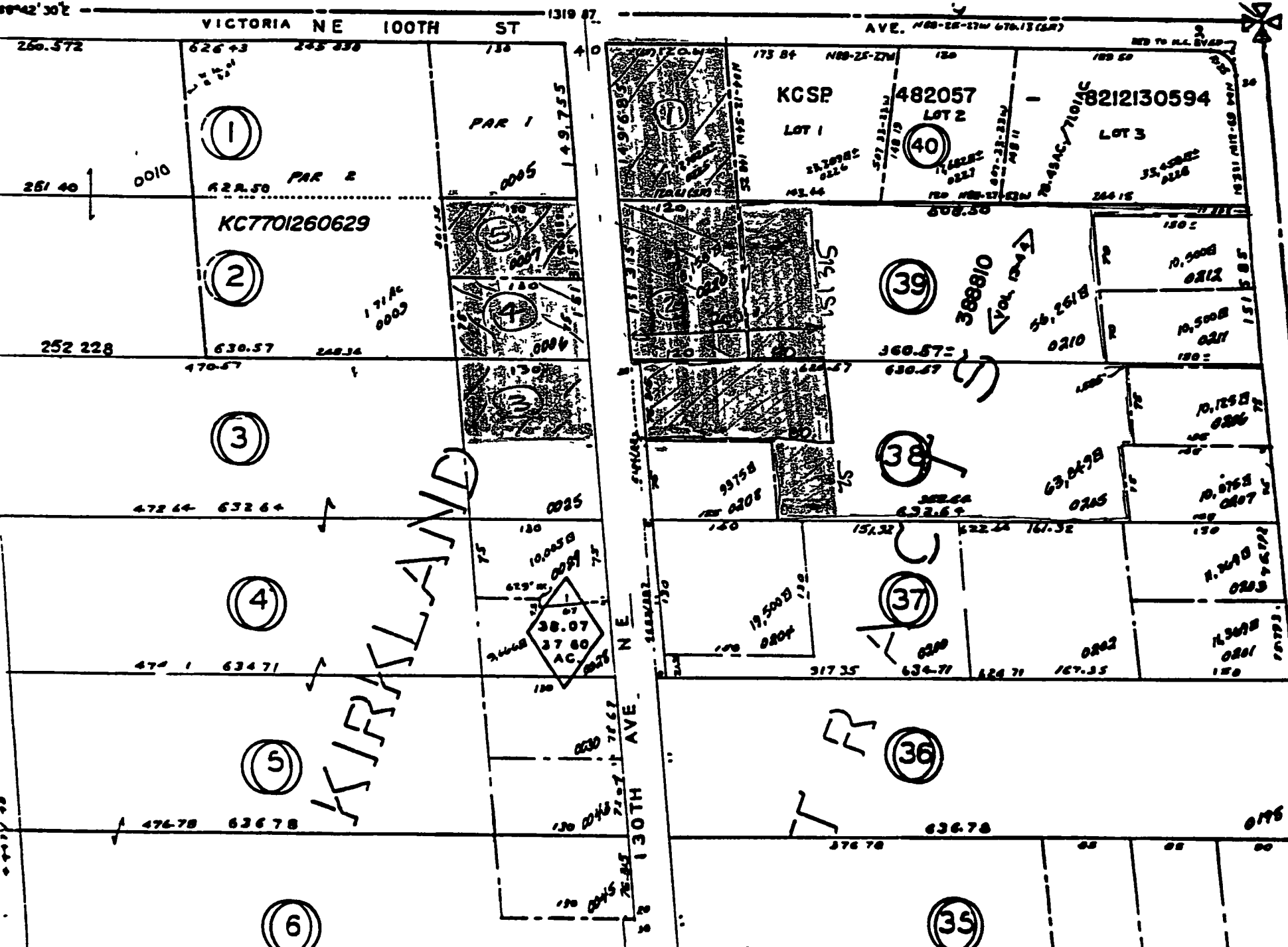
ENTIRE MAP
CITY OF KIRKLAND

NE 4-25-5

MAP
LPH

4 33-26-5

SCALE 1" = 100'



AREA DIRECT BENEFIT

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EXHIBIT 2 PAGE 2

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NE 100TH ST

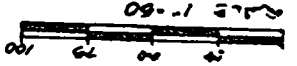
130TH AVE NE

88 MH #4
STN 0+61

55 MH #1
STA 3+52
PERMITS RE-CLATION
PER CR-F 17 1-15 1974

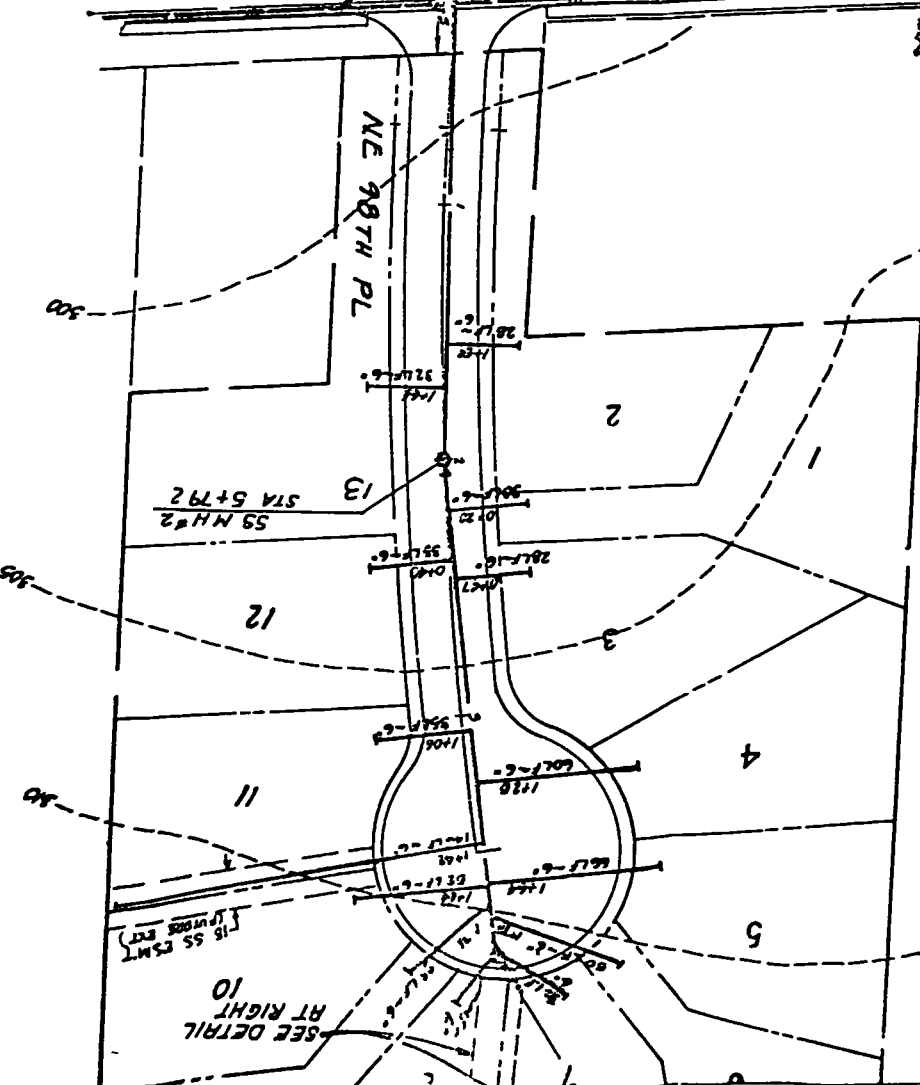
WE CONNECTIONS ON
ALL 6" SIDE SEWERS
MIN DEPTH 6 AT
PROPERTY LINE

EXHIBIT 1, PAGE 1



SEE DETAIL
AT RIGHT
10

15 SS CSMT
(SPURDERS EXT)



511

6

1974 HD F.

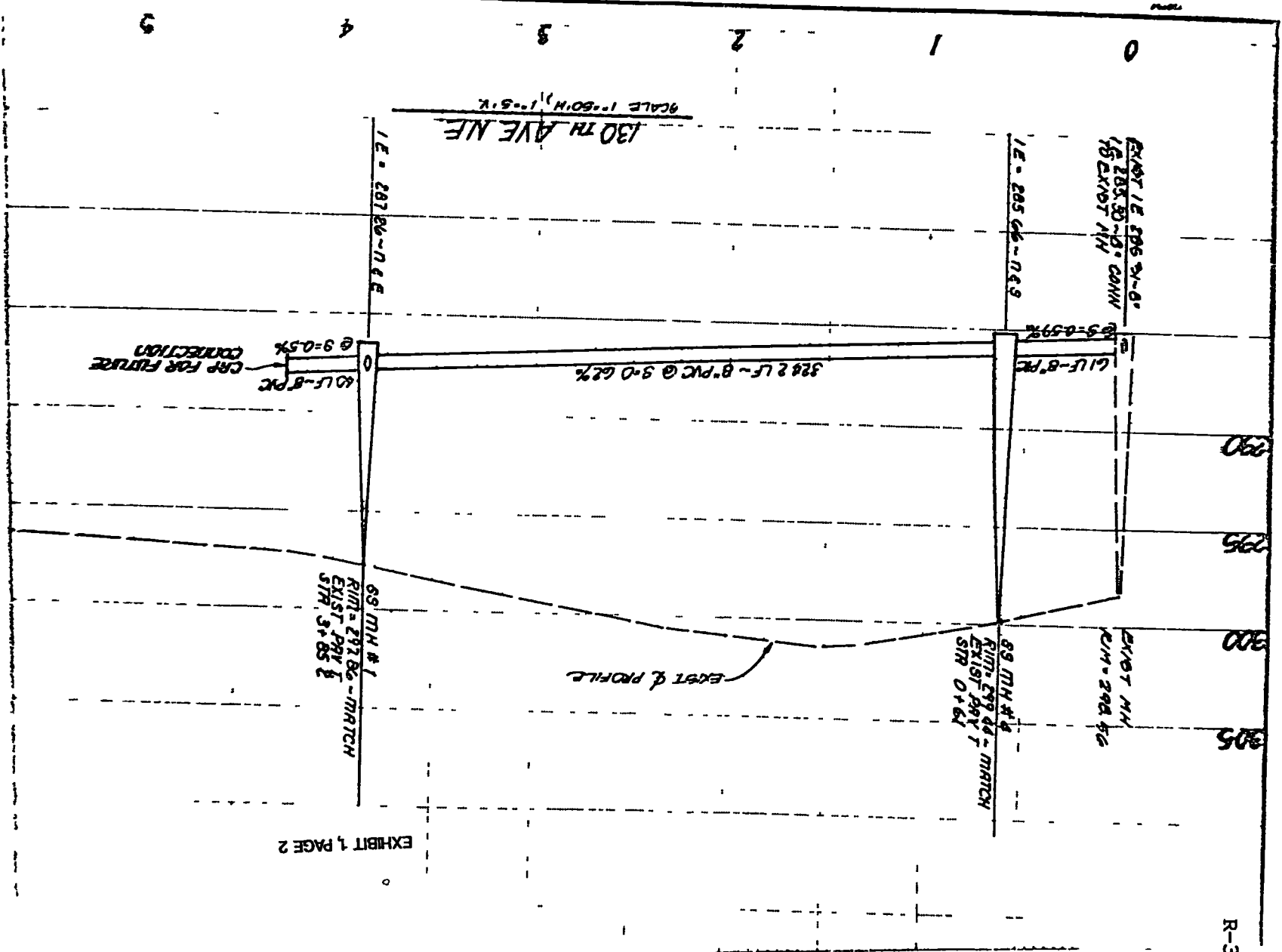


EXHIBIT 1, PAGE 2

Rose Hill Woods III Sanitary Sewer Latecomer's Assessment Role

Ref. No.	Tax/Parcel No.	Owner	Legal Description	Qualified Area	Dir. Ben. Area	Gen. Ben. Area	Dir. Ben. Cost	Gen. Ben. Cost	Sub. Cost	Sub. Total	Reimburse @ 85%	City @ 15%	92 Side Sewer Fee	92 Dev. Ext. Fee	TOTAL FEES
1	388810-0225	Doug Pratt - TS Enterprises 963 6th St S #159 Kirkland WA 98033	Lot 40 Kirkland Acre Tracts W 120'	17,880	17 880	17,880	\$3 908 11	\$694 23	\$540	\$5 142 34	\$4,370 99	\$771 35	\$50 00	\$200 00	\$5 392 34
2	388810-0220	Eric A. Nicholas 9752 130th Avenue NE Kirkland WA 98033	Lot 39, Kirkland Acre Tracts W 120	18 157	18 158	18 158	\$3 968 87	\$705 02	\$540	\$5,213 90	\$4 431 81	\$782 08	\$50 00	\$200 00	\$5 463 90
3	388810-0025	Peter R Caldwell 9737 130th Avenue NE Kirkland WA 98033	Lot 3 Kirkland Acre Tracts E 130 N 76	9 920	9 920	9 920	\$2 168 26	\$385 17	\$540	\$3 093 42	\$2,629 41	\$464 01	\$50 00	\$200 00	\$3 343 42
4	388810-0006	Scott E & Patricia M Purdy 9747 130th Avenue NE Kirkland WA 98033	Lot 2 Kirkland Acre Tracts S 75 of E 130	9 750	9 750	9 750	\$2 131 10	\$378 57	\$540	\$3 049 67	\$2 592 22	\$457 45	\$50 00	\$200 00	\$3 299 67
5	388810-0007	John Sturgeon 10636 Main St, #274 Bellevue WA 98004	Lot 2 Kirkland Acre Tracts E 130 less S 75	9 880	9 880	9 880	\$2 159 52	\$383 61	\$540	\$3 083 13	\$2 620 66	\$462 47	\$50 00	\$200 00	\$3 333 13
TOTALS				85,587	85,588	85,588	\$14 335 86	\$2 546 60	\$2,700 00	\$19,582 46	\$16 645 09	\$2,937 37	\$250 00	\$1,000 00	\$20,832 46

Developer/Company Owned Property

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Qualified Area	Dir. Ben. Area	Gen. Ben. Area	Dir. Ben. Cost	Gen. Ben. Cost	92 Side Sewer Fee	92 Dev. Ext. Fee	TOTAL FEES
6	388810-0205	Robert E Brandt 1607 Market St Kirkland WA 98033	Lot 38 Kirkland Acre Tracts less Beg on Ely Ln 75 Meas Alg Sd Ln N	63 849	21 263	63 849	\$4,647 55	\$2 479 08	\$50 00	\$200 00	\$250 00
7	388810-0210	Robert E Brandt 1607 Market St Kirkland WA 98033	Lot 39 Kirkland Acre Tracts less W 120 less S 140 of E 150	56251	12105	56251	\$2 645 84	\$2 184 07	\$50 00	\$200 00	\$250 00
TOTALS				120,100	33,368	120,100	\$7,293 39	\$4,663 15	\$100 00	\$400 00	\$500 00
TOTAL BENEFIT AREA				165,687 SQ FT							

Savings Per Prop.
\$7,126 63
\$4 829 91
\$11,956 54

Calculation of the Cost Per Square Foot

BENEFIT AREA in square feet	185,687
TOTAL CONSTRUCTION COST	\$28,839

yields a TOTAL COST of	<u>\$28,839</u>
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25% of Total Cost shall be borne by the Total General Benefit Area (TGBA)

75% of Total Cost shall be borne by the Total Direct Benefit Area (TDFA)


Therefore, the following are costs per square foot for each benefit area

$$[(25\% \times (\text{Total Cost})) / (\text{TGBA})] = \$0.0388$$

$$[(75\% \times (\text{Total Cost})) / (\text{TDFA})] = \$0.2186$$

Passed by majority vote of the
Kirkland City Council in regular, open
meeting this 16th day of February, 1993.

Signed in authentication thereof this
16th day of February, 1993.



MAYOR

Attest:



City Clerk

2city93\lindhome\slc nmw