

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 than 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 7<sup>th</sup> 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

By \_\_\_\_\_

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF KING        )

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 \_\_\_\_\_



ENTIRE MAP  
CITY OF KIRKLAND

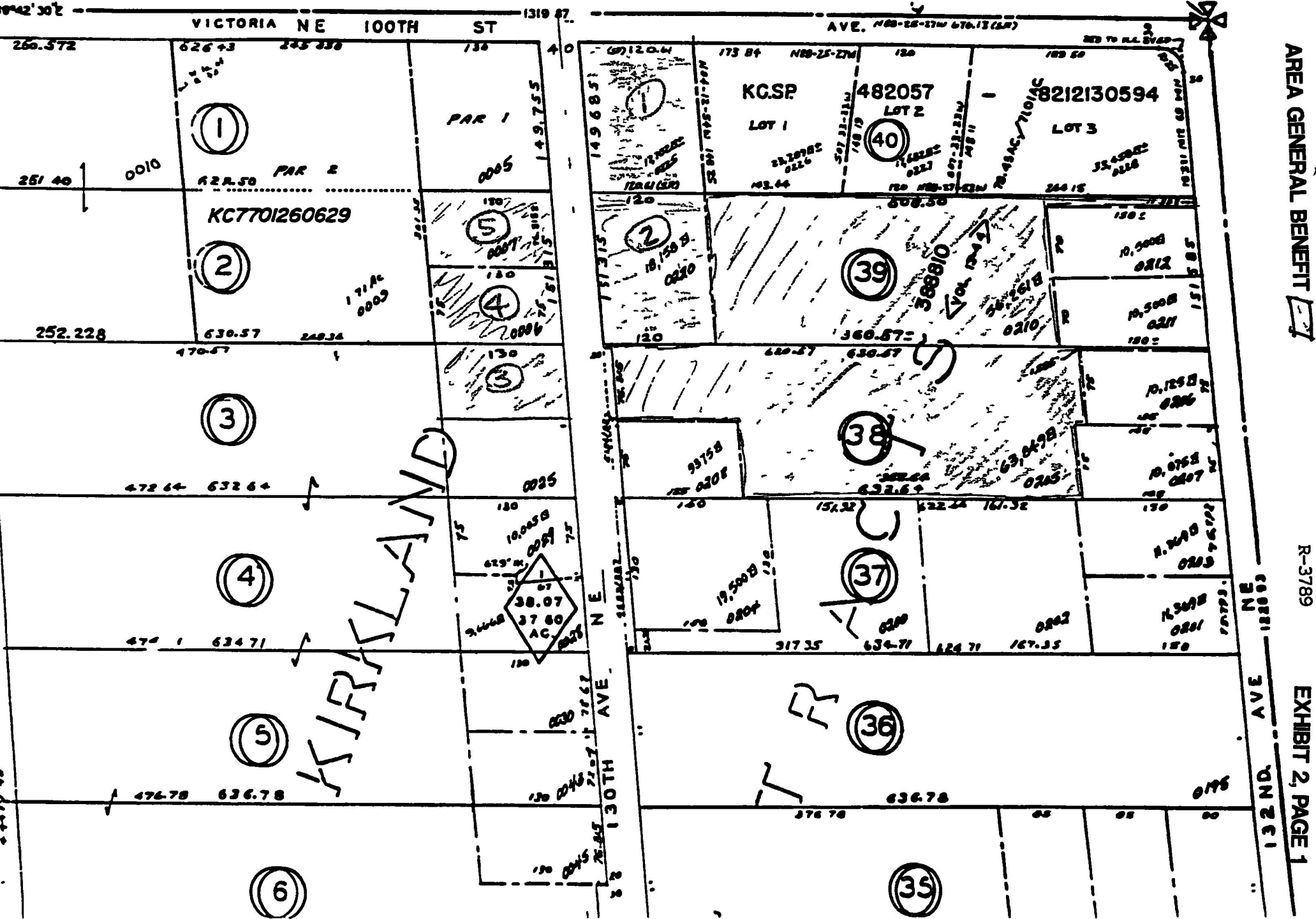
NE 4-25-5

MAP

CPK

4 33 -26- 5

SCALE 1" = 100'



AREA GENERAL BENEFIT

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EXHIBIT 2, PAGE 1

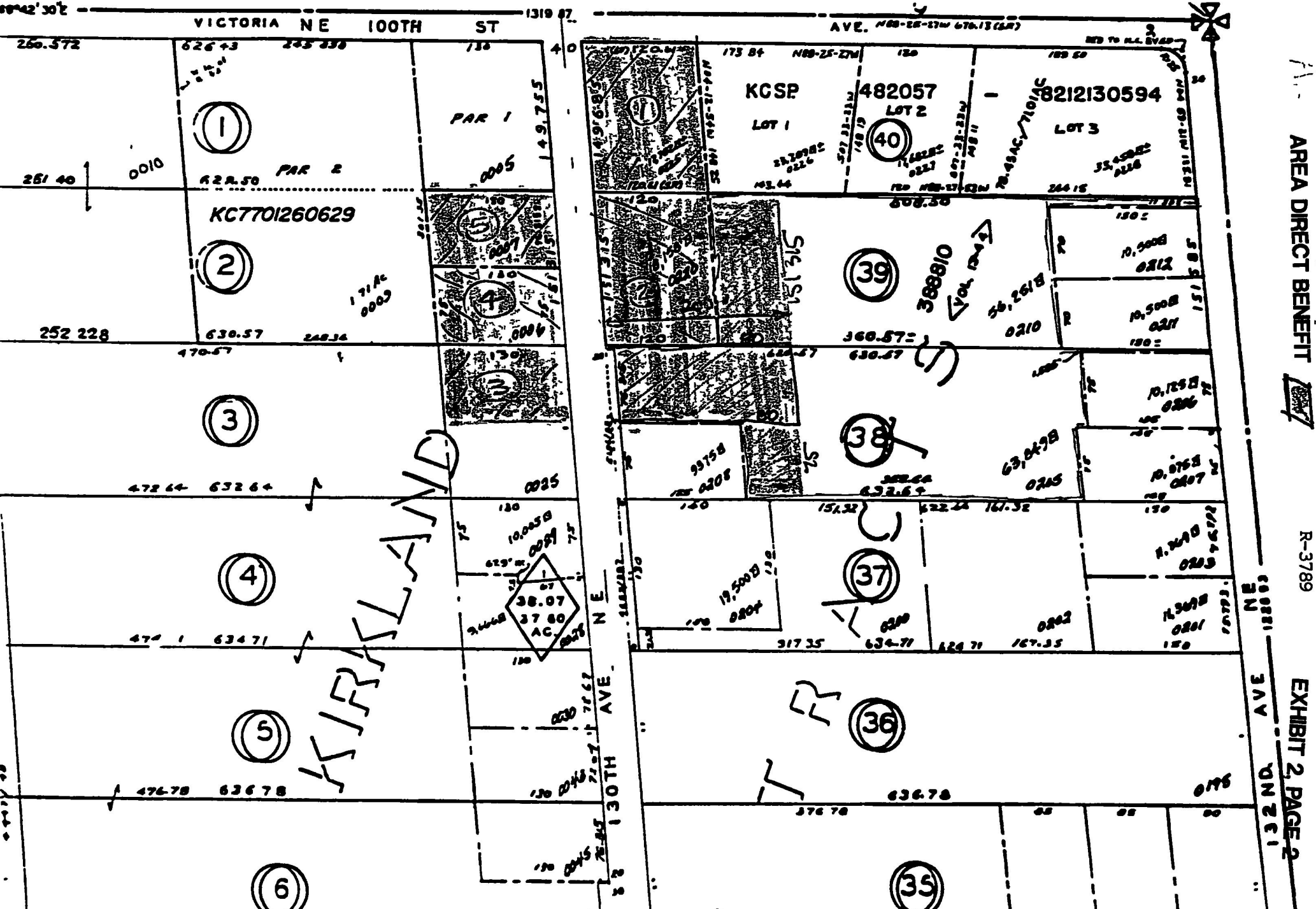
ENTIRE MAP  
CITY OF KIRKLAND

NE 4-25-5

MAP  
RPE

4 33-26-5

SCALE 1" = 100'



AREA DIRECT BENEFIT

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EXHIBIT 2, PAGE 2

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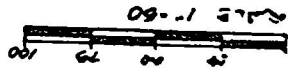


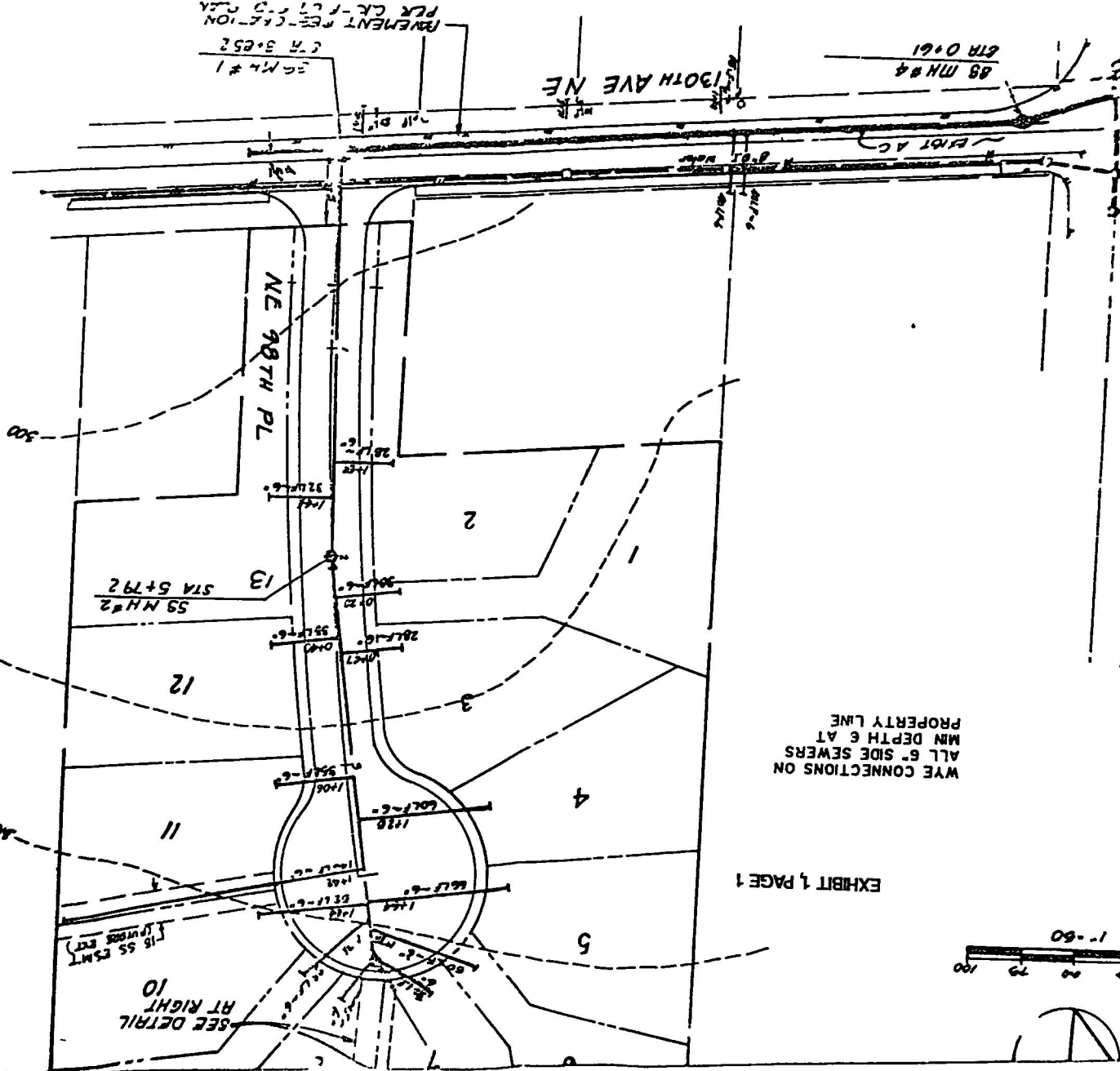
EXHIBIT 1, PAGE 1

WYE CONNECTIONS ON  
ALL 6\"/>

NE 100TH ST

NE 130TH AVE NE

NE 90TH PL



SEE DETAIL  
AT RIGHT  
10

15 SS CSMT  
(SPURD RCT)

55 M.H.#2  
STA 5+79.2

58 M.H.#4  
STA 0+61

55 M.H.#1  
STA 3+55.2  
REVENT RE-CLATION  
PER CR-F 17.5.2.2A

1971 M.D.F.

511

6

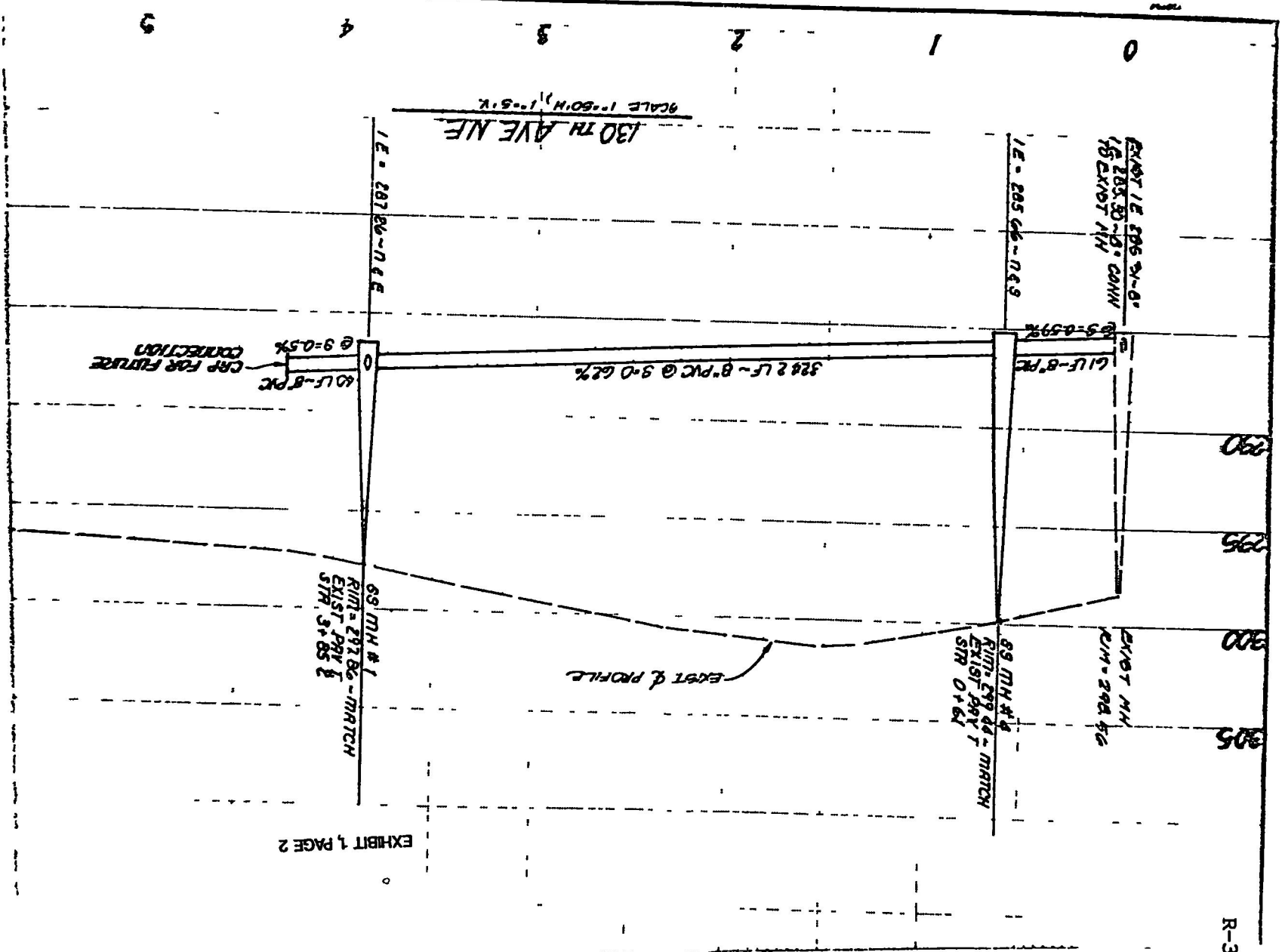


EXHIBIT 1, PAGE 2



### 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
<b>TOTALS</b>				<b>85,587</b>	<b>85,588</b>	<b>85,588</b>	<b>\$14,335.86</b>	<b>\$2,546.60</b>	<b>\$2,700.00</b>	<b>\$19,582.46</b>	<b>\$16,645.09</b>	<b>\$2,937.37</b>	<b>\$250.00</b>	<b>\$1,000.00</b>	<b>\$20,832.46</b>

### 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	Savings Per Prop.
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	\$7,126.63
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	56,251	12,105	56,251	\$2,645.84	\$2,184.07	\$50.00	\$200.00	\$250.00	\$4,829.91
<b>TOTALS</b>				<b>120,100</b>	<b>33,368</b>	<b>120,100</b>	<b>\$7,293.39</b>	<b>\$4,663.15</b>	<b>\$100.00</b>	<b>\$400.00</b>	<b>\$500.00</b>	<b>\$11,956.54</b>
<b>TOTAL BENEFIT AREA</b>				<b>165,687 SQ FT</b>								

**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