

RESOLUTION R-5500

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITIES AGREEMENT WITH GREG LYNCH AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

1 WHEREAS, the goal of improving public health is furthered  
2 by adequate sanitary sewer systems; and  
3

4 WHEREAS, the Washington State Legislature enacted the  
5 Municipal Water and Sewer Facilities Act (RCW 35.91.010 et seq.)  
6 in furtherance of this goal and authorizing municipalities to enter  
7 into Sewer Facilities Agreements with developers; and  
8

9 WHEREAS, the City of Kirkland concludes entering into this  
10 agreement will promote this goal; and  
11

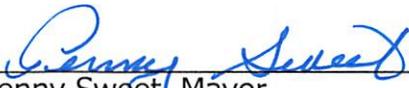
12 NOW, THEREFORE, be it resolved by the City Council of the  
13 City of Kirkland as follows:  
14

15 Section 1. The City Manager is hereby authorized and  
16 directed to execute on behalf of the City, the Sewer Facilities  
17 Agreement between the City and Greg Lynch. A copy of this  
18 Agreement is attached as Exhibit A.  
19

20 Section 2.  
21

22 Passed by majority vote of the Kirkland City Council in open  
23 meeting this 16 day of November 2021.  
24

25 Signed in authentication thereof this 16 day of November  
26 2021.

  
Penny Sweet, Mayor

Attest:

  
Kathi Anderson, City Clerk



## SEWER FACILITIES AGREEMENT PURSUANT TO CHAPTER 35.91 REVISED CODE OF WASHINGTON

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, pursuant to RCW Chapter 35.91, between the City of Kirkland, a non-charter optional code city, hereinafter referred to as "City" and Greg Lynch hereinafter referred to as "Developer":

### WITNESSETH

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

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

Section 3. The benefit area to be served by said facility is described and designated on **EXHIBIT 1**. Said Exhibit is a map showing the total benefit area and delineating thereon that portion of the benefit area owned by Developer. **EXHIBIT 2**, 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's legal description and the lot or parcel's "pro rata share" of the cost of construction of the sewer facilities. **EXHIBIT 3**, attached to this agreement and by this reference incorporated herein, 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**) 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, in addition to any connection or other change required by the ordinances of the City to be paid upon connecting to a sewer facility, their fair pro rata share of the cost of construction of said facility.

Section 5. For the purposes of determining such "fair pro rata share," the cost of construction of said facility shall be considered to be \$146,792.00, provided, however, the City may adjust said cost to reflect the true and final cost of construction of said facility. The "FAIR PRO RATA SHARE" of the cost of construction is designated on **EXHIBIT 2**, and is hereby approved by the City.

**Section 6.** Within sixty (60) days after receipt by the City of any "fair pro rata share," the City shall disburse said sum, less fifteen (15) percent thereof to be retained by the City to cover the costs of administering the provisions of this agreement, to Developer at Enfort Homes, until such time as Developer shall have received the total sum of \$62,387.00, or the expiration of twenty (20) 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 Developer 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 2**, other than Developer, 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 pro rata share" to Developer 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 event 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 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 or any such improvement, separately itemized, and in such assessments, a sum equal to the amount provided for in this agreement as a fair pro rata share due from such owners in accordance with the provisions of this agreement.

**Section 9.** No person, firm, or corporation, other than Developer's, as to the real property identified as owned by Developer in **EXHIBIT 3** hereto, shall be granted a permit or authorized to tap into or use said facility or extensions thereof without first paying their fair pro rata share as herein provided.

DATED at Kirkland, Washington, this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

CITY OF KIRKLAND:

DEVELOPER:

\_\_\_\_\_  
CITY MANAGER FOR THE City of Kirkland  
KIRKLAND WHO IS AUTHORIZED TO  
EXECUTE THIS AGREEMENT ON  
BEHALF OF SAID CITY BY VIRTUE  
OF RESOLUTION NO. \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_



***(Partnerships Only)***

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Partnership or Joint Venture)

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

***(Partnerships Only)***

STATE OF WASHINGTON )  
 ) SS.  
County of King )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_\_ general \_\_\_\_\_ partners \_\_\_\_\_ of  
\_\_\_\_\_, the partnership  
that executed the Sewer Facilities Agreement and acknowledged the said  
instrument to be the free and voluntary act and deed of each personally  
and of said partnership, for the uses and purposes therein set forth, and  
on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first  
above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

My commission expires: \_\_\_\_\_

***(Corporations Only)***

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
By President

\_\_\_\_\_  
By Secretary

***(Corporations Only)***

STATE OF WASHINGTON )

County of King ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 and Secretary, respectively, of

\_\_\_\_\_ the

corporation that executed the Sewer Facilities Agreement and

acknowledged the said instrument to be the free and voluntary act and

deed of said corporation, for the uses and purposes therein set forth, and

on oath stated that they were authorized to sign said instrument and that

the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first

above written.

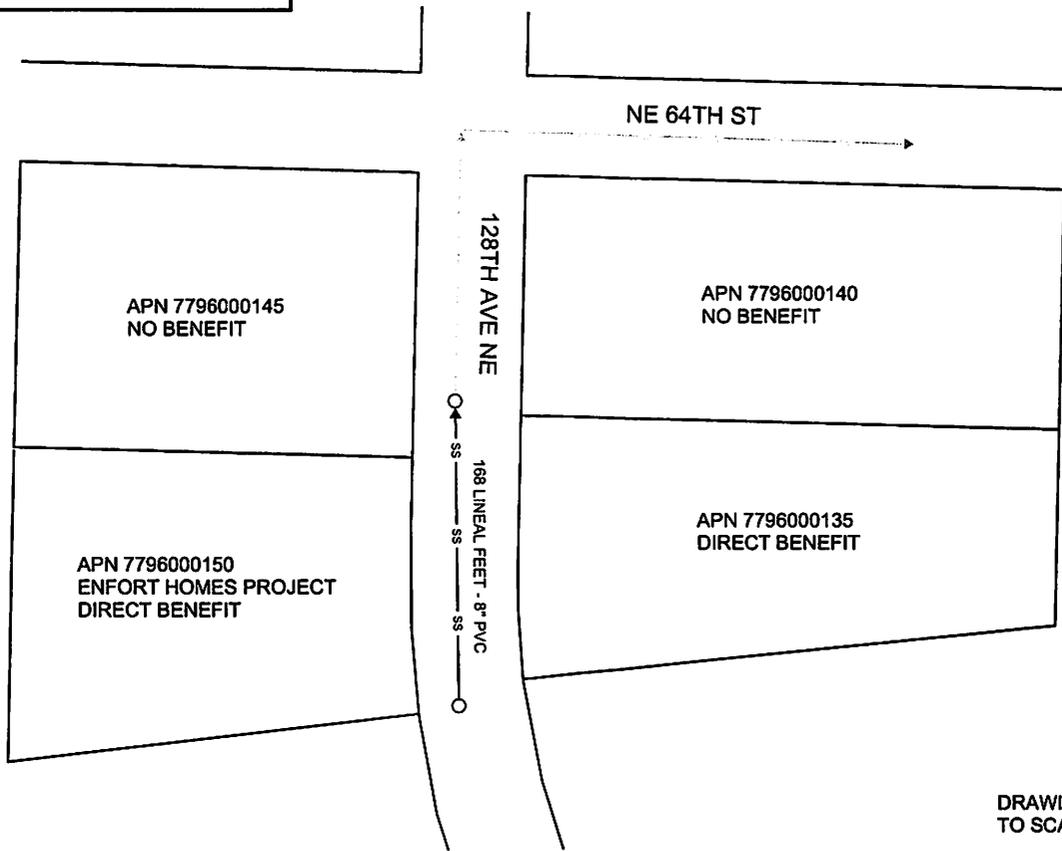
\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

My commission expires: \_\_\_\_\_

**EXHIBIT 1 SEWER FACILITIES  
AND BENEFIT AREA**



DRAWING NOT  
TO SCALE

Greg Lynch 128th Ave NE - LATECOMERS ASSESSMENT ROLL										EXHIBIT 2	
Ref No.	Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	Total Lots	Direct Benefit Lots	General Benefit Lots	Direct Benefit Cost	General Benefit Cost	Total Cost	Reimburse Greg Lynch (85%)	Kirkland Administrative Fee (15%)
Developer's Property		Enfort Homes Project (Greg Lynch, "Developer") 1 lot (Full Benefit = General + Direct)	LOT 30 SILVER SPURS RANCH	1.0	1.0	1.0	\$55,047	\$18,349	\$73,396	Developer's Property	
1	779600-0135	RASMUSSEN PROPERTIES LLC. 9150 128TH AVE NE, 98033 Single lot (Full Benefit)	LOT 27 SILVER SPURS RANCH	1.0	1.0	1.0	\$55,047	\$18,349	\$73,396	\$62,387	\$11,009
TOTALS				2.0	2.0	2.0	\$110,094	\$36,698	\$146,792	\$62,387	\$11,009
							75%	25%			
Sewer Construction Cost Incurred by Enfort Homes (Greg Lynch)				Notes:							
Construction Cost (Invoices Paid) \$146,792											
Total Cost: \$146,792											

Greg Lynch 128th Ave NE - LOTS OWNED BY THE DEVELOPER										EXHIBIT 3	
Ref No.	Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	Total Lots	Direct Benefit Lots	General Benefit Lots	Direct Benefit Cost	General Benefit Cost	Total Cost		
Developer's Property		Enfort Homes Project (Greg Lynch, "Developer") 1 lot (Full Benefit = General + Direct)	LOT 30 SILVER SPURS RANCH	1.0	1.0	1.0			\$146,792		
<b>TOTALS</b>				<b>1.0</b>	<b>1.0</b>	<b>1.0</b>	<b>\$110,094</b>	<b>\$36,698</b>	<b>\$146,792</b>		
							75%	25%			
Sewer Construction Cost Incurred by Enfort Homes (Greg Lynch)			Notes:								
Construction Cost (Invoices Paid)			\$146,792								
<b>Total Cost:</b>			<b>\$146,792</b>								