

RESOLUTION R-5513

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITIES AGREEMENT BETWEEN JANE HYLTON AND HAN ZHAO AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

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

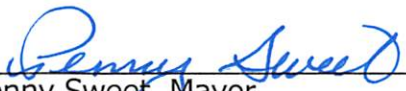
9 WHEREAS, the City of Kirkland concludes entering into this
10 agreement will promote this goal; and
11

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 Jane Hylton and Han Zhao. A
18 copy of this Agreement is attached.
19

20 Passed by majority vote of the Kirkland City Council in open
21 meeting this 1 day of February 2022.
22

23 Signed in authentication thereof this 1 day of February,
24 2022.



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 _____, 2022, pursuant to RCW Chapter 35.91, between the City of Kirkland, a non-charter optional code city, hereinafter referred to as "City" and Jane Hylton and Han Zhao 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 \$74,707.00, 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, until such time as Developer shall have received the total sum of \$24,902.00, 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: _____

(Sign in blue ink)

(Individuals Only)

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

(Individuals 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 individual(s) described herein and who executed the Sewer Facilities Agreement and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

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: _____

(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)

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 _____ 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

(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.

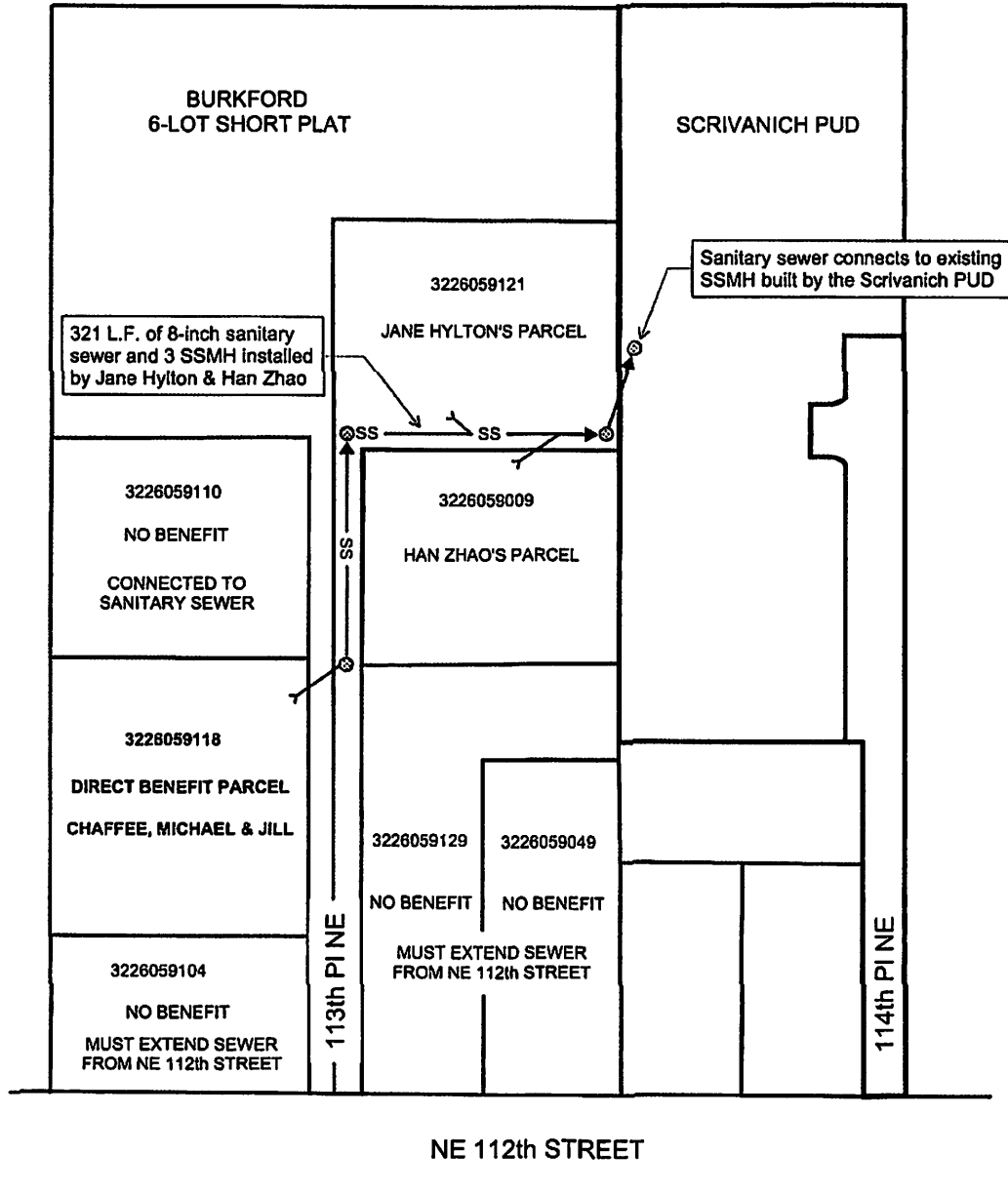
WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at:

My commission expires: _____

EXIHIBIT 1 - Sewer Facilities & Benefit Area



Drawing Not to Scale

Jane Hylton and Han Zhao - LATECOMERS ASSESSMENT ROLL

EXHIBIT 2A

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 to Co-developers (85%)	Kirkland Administrative Fee (15%)	
	Co-developer's Property 322605-9121	Jane Hylton, "Co-developer" 11310 113TH PL NE, 98033	S 132 FT OF N 258 FT OF W 165 FT OF E 825 FT OF S 1/2 OF NE 1/4 OF NE 1/4 ALSO W 15 FT OF POR OF SD E 825 FT LY S OF SD N 258 FT LESS CO RD	1.0	1.0	1.0	\$18,677	\$6,226	\$24,902	Co-developer		
	Co-developer's Property 322605-9009	Han Zhao, "Co-developer" 11246 113TH PL NE, 98033	W 150 FT OF E 810 FT OF S 1/2 OF NE 1/4 OF NE 1/4 LESS N 258 FT LESS S 282 FT	1.0	1.0	1.0	\$18,677	\$6,226	\$24,902	Co-developer		
1	322605-9118	CHAFFEE MICHAEL & JILL 11231 113TH PL NE, 98033	W 150 FT OF E 990 FT OF S 1/2 OF NE 1/4 OF NE 1/4 LESS N 379 FT LESS S 128 FT	1.0	1.0	1.0	\$18,677	\$6,226	\$24,902	\$21,167	\$3,735	
TOTALS				3.0	3.0	3.0	\$56,031	\$18,677	\$74,707	\$21,167	\$3,735	
							<u>75%</u>	<u>25%</u>				

<p>Sewer Construction Cost Incurred by Jane Hylton & Han Zhao</p> <p>Construction paid by Jane Hylton \$32,550</p> <p>Engineering paid by Jane Hylton \$4,159</p> <p>Tree Removal paid by Jane Hylton \$1,289</p> <p>Construction paid by Han Zhao \$32,550</p> <p>Engineering paid by Han Zhao \$4,159</p> <p>Total Cost: \$74,707</p> <p>Costs include a 10.1% sales tax.</p>	<p>Summary of Latecomer fee distribution between Jane Hylton and Han Zhao:</p> <p>Jane Hylton may recover up to \$13,096 of the latecomer receipts.</p> <p style="padding-left: 40px;">Less 15% -\$1,964 to Kirkland for latecomer administration.</p> <p style="padding-left: 40px;"><u>Net \$11,131</u></p> <p>Han Zhao may recover up to \$11,807 of the latecomer receipts.</p> <p style="padding-left: 40px;">Less 15% -\$1,771 to Kirkland for latecomer administration.</p> <p style="padding-left: 40px;"><u>Net \$10,036</u></p>
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Jane Hylton and Han Zhao - LOTS OWNED BY THE CO-DEVELOPERS

EXHIBIT 3A

Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	Total Lots	Total Cost
Co-developer's Property 322605-9121	Jane Hylton, "Co-developer" 11310 113TH PL NE, 98033	S 132 FT OF N 258 FT OF W 165 FT OF E 825 FT OF S 1/2 OF NE 1/4 OF NE 1/4 ALSO W 15 FT OF POR OF SD E 825 FT LY S OF SD N 258 FT LESS CO RD	1.0	\$37,998
Co-developer's Property 322605-9009	Han Zhao, "Co-developer" 11246 113TH PL NE, 98033	W 150 FT OF E 810 FT OF S 1/2 OF NE 1/4 OF NE 1/4 LESS N 258 FT LESS S 282 FT	1.0	\$36,709
TOTALS			2.0	\$74,707
Sewer Construction Cost Incurred by Jane Hylton & Han Zhao Construction paid by Jane Hylton \$32,550 Engineering paid by Jane Hylton \$4,159 Tree Removal paid by Jane Hylton \$1,289 Construction paid by Han Zhao \$32,550 Engineering paid by Han Zhao \$4,159 <div style="text-align: right;">Total Cost: \$74,707</div> Costs include a 10.1% sales tax.		Notes:		