

RESOLUTION R-5632

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A STORM FACILITIES AGREEMENT WITH LANA AND SERGE MONICH AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

1 WHEREAS, the goal of improving public and ecological health is
2 furthered by adequate stormwater management systems; and
3

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

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

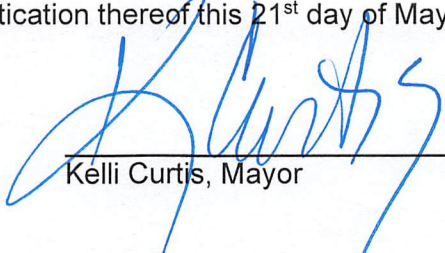
12 NOW, THEREFORE, be it resolved by the City Council of the
13 City of Kirkland as follows:
14

15 Section 1. The City Manager is hereby authorized and directed
16 to execute on behalf of the City, the Storm Facilities Agreement between
17 the City and Lana and Serge Monich. A copy of this Agreement is
18 attached.
19

20 Section 2.
21

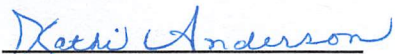
22 Passed by majority vote of the Kirkland City Council in open
23 meeting this 21st day of May 2024.
24

25 Signed in authentication thereof this 21st day of May 2024.



Kelli Curtis, Mayor

Attest:



Kathi Anderson, City Clerk



**STORM 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 _____ hereinafter referred to as "Developer":

WITNESSETH

Section 1. Developer does hereby agree to construct, at its sole expense, the STORM FACILITIES 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 STORM construction and installation.

Section 2. Upon completion of said storm facilities 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 storm system with full power of the City of Kirkland to charge for its use such storm 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 1 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 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 legal description and the lot or parcel's "pro rata share" of the cost of construction of the storm facilities. EXHIBIT 2 also 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 1 and 2 as Developer's properties) who shall hereafter tap into or use said storm 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 storm 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 **\$146,404.00** 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 as designated on EXHIBIT 2, and is hereby approved by the City of Kirkland.

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 of Kirkland to cover costs of administering the provisions of this agreement, to Developer (Lana and Serge Monich), currently residing at 12019 89TH AVE NE, until such time as Developer shall have received the total sum of **\$107,851.00**, 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, for storm system 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 2 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 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)

) 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 the individual(s) described herein and who executed the Storm 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)

) 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 Storm 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)
) 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 the President and Secretary, respectively,
of

_____, the corporation that executed the Storm 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.

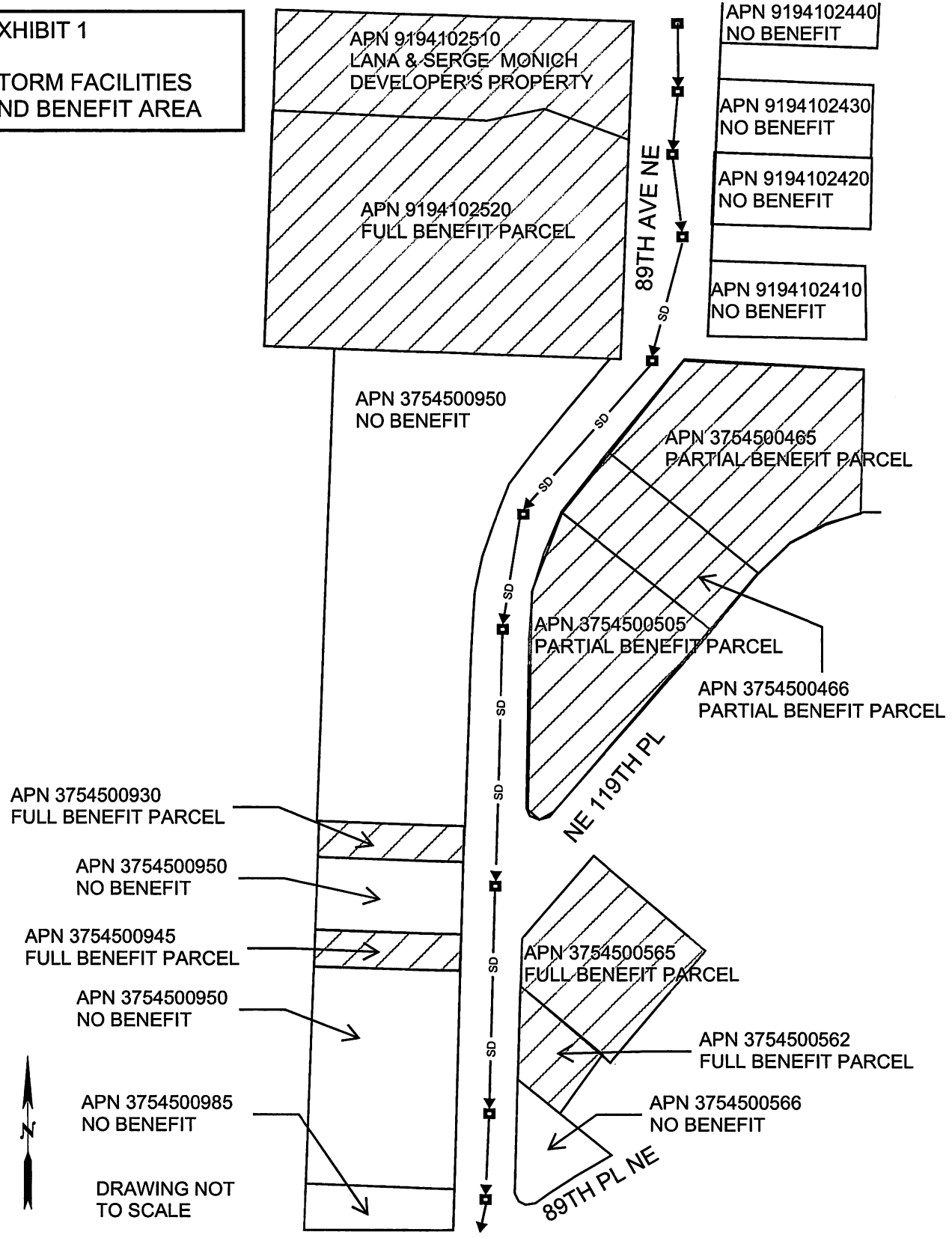
WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

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

My commission expires: _____

EXHIBIT 1
STORM FACILITIES
AND BENEFIT AREA



MONICH - LATECOMERS ASSESSMENT ROLL

EXHIBIT 2

Roll Number	Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	Legal Lots	Benefit Value	Total Share	Reimburse Monich (85%)	Kirkland Administrative Fee (15%)
Developer's Property		Lana and Serge Monich DEVELOPER's PARCEL 12019 89TH AVE NE	LOT B, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L04L0059, VOL. 182, PG. 279, REC. NO. 20050217900021.	1.0	1.0	\$19,521	Developer's Property	
1	919410-2520	JIM LIU AND QIUHONG TANG 12007 89th Avenue NE, 98034 Single lot (Full Benefit Share)	LOT C, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L04L0059, VOL. 182, PG. 279, REC. NO. 20050217900021.	1.0	1.0	\$19,521	\$16,592	\$2,928
2	375450-0930	FINN HILL MEADOWS ASSN No Address Single lot (Full Benefit Share)	LOT 17, BLOCK 8, JUANITA BEACH CAMPS AS RECORDED IN VOLUME 32 OF PLATS, PAGE 25 THROUGH 28, RECORDS OF KING COUNTY, WASHINGTON.	1.0	1.0	\$19,521	\$16,592	\$2,928
3 PAID April 24, 2024	375450-0945 No Administrative Fee needed.	April 24, 2024 - Paid Developer pro rata share directly; obligation fulfilled. Yunyi Zhang formerly, NORTHWEST HORIZON LLC 11905 89th Avenue NE 98034 Single lot (Full Benefit Share)	LOT 17, BLOCK 8, JUANITA BEACH CAMPS AS RECORDED IN VOLUME 32 OF PLATS, PAGE 25 THROUGH 28, RECORDS OF KING COUNTY, WASHINGTON.	1.0	1.0	\$19,521	\$16,592	\$2,928
4	375450-0565	LAURI JOKELA 8901 NE 119th Place 98034 Single lot (Full Benefit Share)	LOTS 14-17, BLOCK 8, JUANITA BEACH CAMPS AS RECORDED IN VOLUME 32 OF PLATS, PAGE 25 THROUGH 28, RECORDS OF KING COUNTY, WASHINGTON.	1.0	1.0	\$19,521	\$16,592	\$2,928
5	375450-0562	CAN SUN 11830 89th Avenue NE 98034 Single lot (Full Benefit Share)	LOTS 14-16, BLOCK 8, JUANITA BEACH CAMPS AS RECORDED IN VOLUME 32 OF PLATS, PAGE 25 THROUGH 28, RECORDS OF KING COUNTY, WASHINGTON.	1.0	1.0	\$19,521	\$16,592	\$2,928
6	375450-0505	ALAN JACKSON XXXXX Single lot (Half Benefit Share)	LOTS 13-17, BLOCK 8, JUANITA BEACH CAMPS AS RECORDED IN VOLUME 32 OF PLATS, PAGE 25 THROUGH 28, RECORDS OF KING COUNTY, WASHINGTON.	1.0	0.5	\$9,760	\$8,296	\$1,464
7	375450-0466	CHUCK AND AUDREY LEE XXXXX Single lot (Half Benefit Share)	LOTS 11-12, BLOCK 8, JUANITA BEACH CAMPS AS RECORDED IN VOLUME 32 OF PLATS, PAGE 25 THROUGH 28, RECORDS OF KING COUNTY, WASHINGTON.	1.0	0.5	\$9,760	\$8,296	\$1,464
8	375450-0465	SCOTT AND SHERI MORISSEY 11928 89th Avenue NE Single lot (Half Benefit Share)	LOTS 4-10, BLOCK 8, JUANITA BEACH CAMPS AS RECORDED IN VOLUME 32 OF PLATS, PAGE 25 THROUGH 28, RECORDS OF KING COUNTY, WASHINGTON.	1.0	0.5	\$9,760	\$8,296	\$1,464
TOTALS				9.0	7.5	\$146,404	\$107,851	\$19,032
StormConstruction Cost Incurred by Monich			Notes:					
Construction Cost (Invoices Paid)		\$146,404	See Invoices provided by Monich					
Total Cost:		\$146,404						