

RESOLUTION R-5718

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A STORM FACILITIES REIMBURSEMENT AGREEMENT WITH DEEPAK CHINAVLE AND AMRUTA SHIROOR AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

1 WHEREAS, the improvement of public health is furthered by adequate storm water
2 control systems; and
3

4 WHEREAS, the Washington State Legislature enacted the Municipal Water and Sewer
5 Facilities Act, codified in chapter 35.91 RCW, in furtherance of this goal and authorizing
6 municipalities to enter into utility reimbursement agreements with developers who install utility
7 facilities that benefit other property owners, under which municipalities collect a "latecomer
8 fee" from property owners who later connect to the facility in order to partially reimburse the
9 original developer; and
10

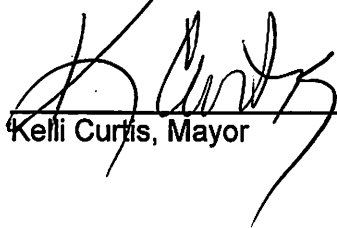
11 WHEREAS, the City of Kirkland is required under RCW 35.91.020 to enter into an
12 agreement with a property owner that installs a facility at the owner's sole expense and that
13 requests such an agreement from the City.
14

15 NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as
16 follows:
17

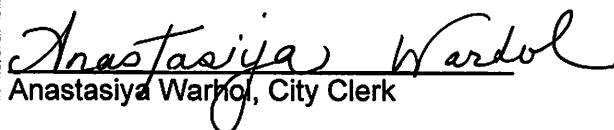
18 Section 1. The City Manager is hereby authorized and directed to execute on behalf of
19 the City the Storm Facilities Reimbursement Agreement between the City and Deepak
20 Chinavle and Amruta Shiroom. A copy of this Agreement is attached as Exhibit A.
21

22
23 Passed by majority vote of the Kirkland City Council in open meeting this 3rd day of
24 February, 2026.
25

26 Signed in authentication thereof this 3rd day of February, 2026.


Kelli Curtis, Mayor

Attest:


Anastasiya Warhol, City Clerk



STORM FACILITIES REIMBURSEMENT AGREEMENT PURSUANT TO CHAPTER 35.91 OF THE REVISED CODE OF WASHINGTON

THIS AGREEMENT made and entered into this day, pursuant to Chapter 35.91 RCW, between the City of Kirkland, a non-charter optional Washington municipal code city (hereinafter "City"), and Deepak Chinavle and Amruta Shiroom (hereinafter referred to as "Developer").

Section 1. Developer does hereby agree to construct, at its sole expense, the STORM FACILITIES described in ATTACHMENT 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 ATTACHMENT 1. Said attachment is a map showing the total benefit area and delineating thereon that portion of the benefit area owned by Developer. ATTACHMENT 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. ATTACHMENT 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 ATTACHMENT 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) within twenty (20) years from the date of this Agreement 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 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 **\$224,216.00** 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 ATTACHMENT 2, and it 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" payment, 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 (Deepak Chinavle and Amruta Shiroom), currently residing at 12237 NE 67TH ST, until such time as Developer shall have received the total sum of **\$163,357.00**, 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 ATTACHMENT 2, other than Developer, until such time as this agreement shall have been recorded 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 that 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, 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 within twenty (20) years from the date of this Agreement without first paying their fair pro rata share as herein provided .

Section 10. The City shall exercise its best efforts to collect all reimbursements herein described; however, the City assumes no obligation to collect any or all reimbursements herein described. The City does not agree to assume any responsibility to enforce this Agreement. This Agreement will be a matter of public record and will serve as a notice to all potential Latecomers. The Developer shall be responsible to monitor those parties using the Facility. In the event the City becomes aware of a Latecomer, it will use its best efforts to collect the Latecomer's Fee, but shall not incur any liability should it fail to collect such fee.

Section 11. Every two years from the date the latecomer agreement is executed, the Developer entitled to reimbursement under this section shall provide the City with information regarding the current contact name, address, and telephone number of the person, company, or partnership that originally entered into the latecomer agreement. If the Developer fails to comply with the notification requirements of this subsection within sixty (60) days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the latecomer agreement. Such funds shall be deposited into the capital improvement fund of the City and the City shall be deemed to be the owner of such funds; the Developer hereby assigns to the City all of the Developer's right, title, and interest in and to any such Latecomer's Fees so deposited.

Section 12. This Agreement shall be recorded at the sole cost of the Developer with the King County Auditor's Office within thirty (30) days of execution of this Agreement by the parties.

Section 13. This Agreement shall be a covenant running with the land and be binding on the Developer and its successors, heirs, and assigns and shall be binding on the legal owners of all properties within the Benefit Area and their successors, heirs, and assigns.

DATED at Kirkland, Washington, this _____ day of _____, _____.

CITY OF KIRKLAND:

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

DEVELOPER: OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

(Sign in blue ink)

(Individuals Only)

(Individuals Only)

STATE OF WASHINGTON
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
Reimbursement Agreement and acknowledged that they signed the same as their 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: _____

EXHIBIT 1

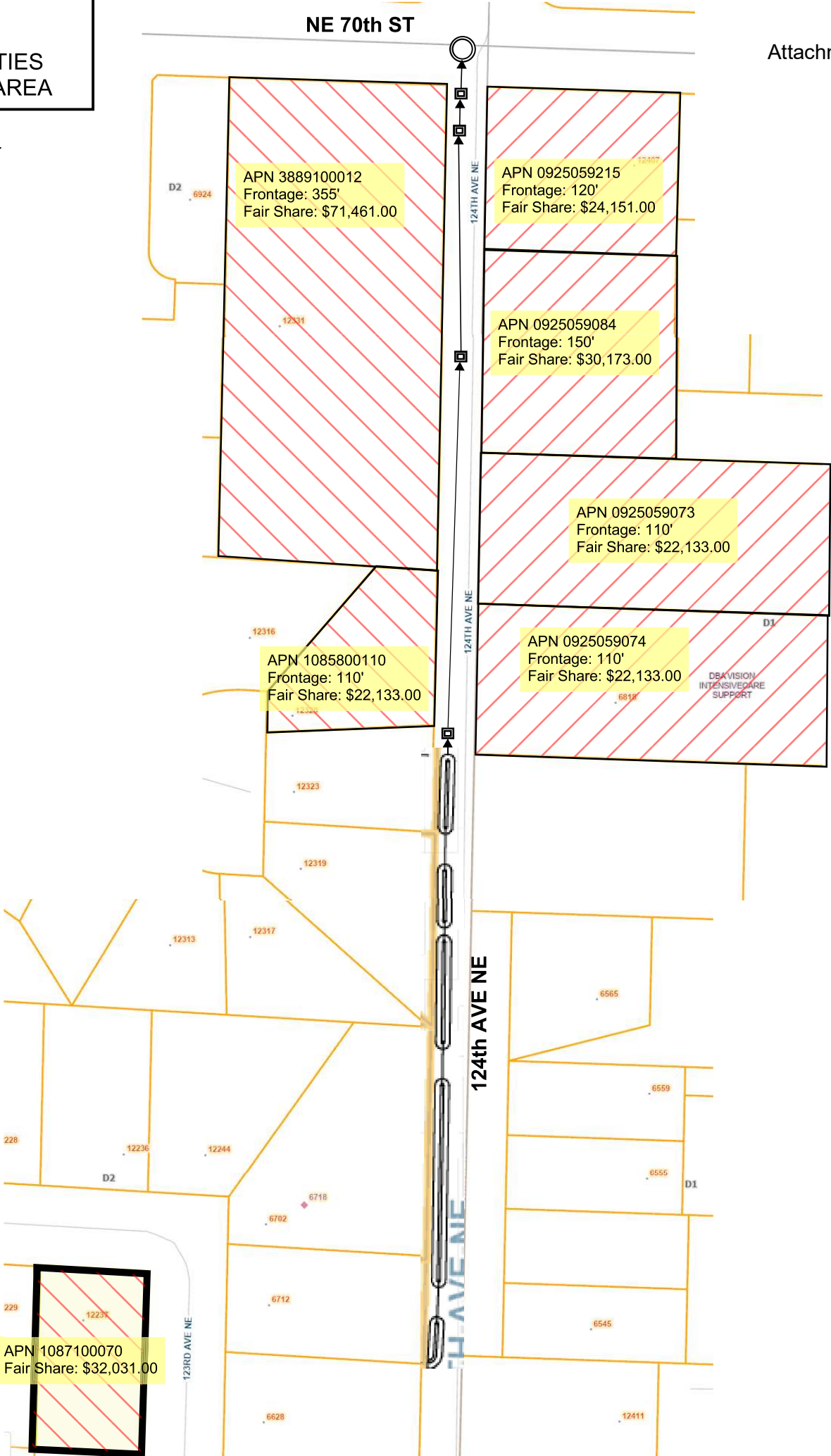
STORM FACILITIES
AND BENEFIT AREA

DRAWING NOT
TO SCALE



NE 70th ST

Attachment 1



Chinavle - LATECOMERS ASSESSMENT ROLL							ATTACHMENT 2	
Roll Number	Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	Legal Lots	Benefit Value	Total Share	Reimburse Chinavle (85%)	Kirkland Administrative Fee (15%)
Developer's Property		Deepak Chainvle and Amruta Shiroor DEVELOPER's PARCEL 12237 NE 67th ST	LOT 5, BLK 2, BRIDLE TRAILS PARK ADDITION NO. 1	1.0	1.0	\$32,031	Developer's Property	
1	3889100012	Constance C Heimbigner 12331 NE 70th ST	East 160 ft of Tract 1, Kirkland 5 Acre Tracts, Vol 6 p 37 of Plats, King County WA	1.0	2.2	\$71,461	\$60,742	\$10,719
2	0925059215	Stanford H Denton 12407 NE 70th ST	S 120 FT OF N 150 FT OF W 142 FT OF SE 1/4 SUBJ TO TO C OF S TRANS LN ESMT AKA LOT C KC LLA #1283013	1.0	0.8	\$24,151	\$20,529	\$3,623
3	0925059084	Stanford H Denton No Address	S 150 FT OF N 300 FT OF W 142 FT OF SE 1/4 SUBJ TO C OF S TRANS LN ESMT AKA LOT D KC LLA #1283013	1.0	0.9	\$30,173	\$25,647	\$4,526
4	0925059073	Stanford H Denton 6901 125th AVE NE	S 110 FT OF N 410 FT OF W 396 FT OF NW 1/4 OF SE 1/4 LESS POR FOR 125TH AVE NE & SUBJ TO C OF S TRANS LN ESMT AKA LOT A KC LLA #1283013	1.0	0.7	\$22,133	\$18,813	\$3,320
5	0925059074	Stanford H Denton 6818 124th AVE NE	S 110 FT OF N 520 FT OF W 396 FT OF SE 1/4 LESS POR FOR 125TH AVE NE & SUBJ TO C OF S TRANS LN ESMT AKA LOT B KC LLA NO 1283013	1.0	0.7	\$22,133	\$18,813	\$3,320
6	1085800110	William E Hallerman and Linda L Savio 12320 NE 68th PL	LOT 11 Bridle Crest Addition Vol 93 p 14 of Plats, King County WA	1.0	0.7	\$22,133	\$18,813	\$3,320
TOTALS				7.0	7.0	\$224,216	\$163,357	\$28,828
StormConstruction Cost Incurred by Chinavle Construction Cost (Invoices Paid) \$224,216				Notes: See Invoices provided by Chinavle				
Total Cost: \$224,216								