

RESOLUTION NO. R- 2799

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN AGREEMENT WITH CERTAIN OWNERS OF PROPERTY WITHIN PLANNED AREA 5 WHEREBY SAID OWNERS ARE WILLING TO CONTRIBUTE TOWARD THE COST AND EXPENSE OF PRELIMINARY ENGINEERING AND OTHER STUDIES FOR THE INSTALLATION OF STORM DRAINAGE AND OTHER PUBLIC IMPROVEMENTS WITHIN ALL OR A PORTION OF PLANNED AREA 5 WITHIN THE CITY OF KIRKLAND.

WHEREAS, the area within Planned Area 5 as it appears on the official zoning map for the City of Kirkland is presently lacking adequate right-of-way and improvements for vehicular and pedestrian access and circulation within said area as well as storm and surface water drainage facilities; and

WHEREAS certain owners of property within said Planned Area 5 are willing to enter into an Agreement with the City of Kirkland to contribute up to \$15,000.00 toward payment of the cost and expense of preparing preliminary engineering and other preliminary reports, including development of detailed estimates for cost of right-of-way acquisition and construction of right-of-way improvements and storm drainage facilities within said area and a proposed preliminary assessment roll, now, therefore,

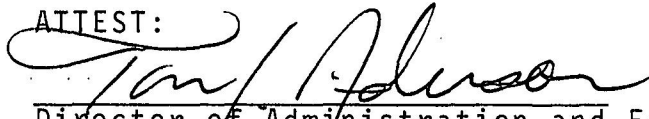
BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement between the City of Kirkland and certain owners of property within Planned Area 5 as said planned area appears on the official zoning map for the City of Kirkland. A copy of said Agreement is attached to this resolution and by this reference incorporated herein.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 17th day of February, 1981.

SIGNED IN AUTHENTICATION THEREOF on the 17th day of February, 1981.


MAYOR

ATTEST:

Director of Administration and Finance
(ex officio City Clerk)

AGREEMENT

THIS AGREEMENT made and entered into this day by and between the City of Kirkland and the undersigned owners of property within the City of Kirkland,

W I T N E S S E T H:

WHEREAS, the area within the City of Kirkland designated in the City of Kirkland Land Use Policies Plan as Planned Area 5 and appearing on the City of Kirkland zoning map as Planned Area 5 presently lacks certain public improvements and facilities including necessary storm drainage facilities and improved public rights-of-way providing adequate vehicular and pedestrian access and circulation, and

WHEREAS, any further development or improvement within said area consistent with the Land Use Policies and Regulations for Planned Area 5 are dependent upon the construction and installation of said public facilities and improvements, and

WHEREAS, the most practical and equitable method of financing the construction and installation of said facilities and improvements within said area is through the formation of a local improvement district, and

WHEREAS, the undersigned owners of property within said planned Area 5 are willing to contribute to the City of Kirkland up to \$ 15,000 toward payment of the cost and expense of preparing preliminary studies and reports all as set forth hereinafter and including development of detailed estimates for costs of construction and proposed preliminary assessment role, now, therefore,

IN CONSIDERATION, of the terms and conditions herein agreed to and other good and sufficient consideration, it is agreed as follows:

1. The undersigned owners of real property within the City of Kirkland, and located within Planned Area 5 as said area appears on the official zoning map for the City of Kirkland do hereby jointly and severally agree to deposit with the City of Kirkland the sum of \$ 15,000 to be used solely for the purposes herein set forth.

2. Said property owners do hereby designate Leroy Lowe, an architect whose office is in the Seattle Trust Building, Bellevue, Washington as their agent or representative with respect to all meetings communications agreements or other matters relating to the subject matter of this contract. Any

notice, communication or agreement made by or between the City of Kirkland and said agent shall be deemed to have been given to or made with all of the undersigned property owners.

3. Upon deposit with the City of Kirkland of the sum set forth in paragraph 1 above, the City of Kirkland shall take such steps as are necessary and required to institute and complete preliminary studies and report to include the following:

a. Preliminary design of (i) 84th-85th access right-of-way, (ii) pedestrian right-of-way extending east and west in the approximate center of planned area 5, (iii) a storm drainage system for the entire planned area 5.

b. Estimated cost of acquiring necessary rights-of-way for public street and pedestrian improvements including the cost of obtaining appraisals.

c. Construction cost estimates for (i) 24 foot asphalt paving of 84th-85th access right-of-way with a 50 foot grading, (ii) necessary storm drainage system and facilities construction at: 82nd stream crossing, 84-85th access crossing, and 6th street entrance to the planned area 5 area.

d. Alternative methods of assessment and proposed preliminary assessment roll to include (i) estimate total project cost, (ii) development of various assessment methods and (iii) appraiser review of the proposed preliminary assessment roll and the estimated benefits accruing to the individual parcels of property within planned area 5 as a result of the contemplated improvements.

4. Designation of an engineer or consulting engineer to prepare said preliminary studies, reports and estimates and the preparation of said report together with the designation of the appraiser to perform the appraisal work shall be matters entirely within the discretion of Kirkland subject only to the laws and regulations required to be followed by the City of Kirkland in preparation of preliminary engineering reports and cost estimates for public works construction.

5. The City of Kirkland will refund any excess monies not utilized in the preparation of said preliminary engineering report. Payment of such refund, if any there be, may be made by the City to the agent for the property owners as designated hereinabove with the understanding that said agent will then disburse said refund to the contributors on a pro rata basis.

Any duty imposed upon the City of Kirkland to make such a refund shall be fully satisfied upon payment of the refunded amount to the agent for the property owners.

6. In the event a local improvement district is subsequently formed embracing all or any portion of the area of Planned Area 5 as it appears on the official Kirkland zoning map, then in that event the cost of preparation of said preliminary engineering report which is the subject matter of this Agreement may be included as a part of the preliminary engineering costs for said local improvement district. If such a local improvement district is approved by the City Council and then if it is so provided in the petition to create said local improvement district, then in that event, credit will be given against the assessment to be levied on the property within the district owned by each of the undersigned property owners in an amount equal to their contribution toward the funds deposited with the City pursuant to this Agreement.

IN WITNESS WHEREOF, we have hereunto signed our names this _____ day of _____, 1981.

Legal Description of
Property Owned

PROPERTY OWNERS:

Name

Address

Name

Address

Name

Address

Name

Address

Name

Address

CITY OF KIRKLAND

By: _____