

RESOLUTION R- 3790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ROBINSON HOMES FOR EXTENSION OF SEWER FACILITIES IN THE VICINITY OF 122ND AVENUE NORTHEAST AND NORTHEAST 73RD STREET.

Whereas, Robinson Homes, developer, has agreed to construct, at its sole expense, an extension to city sewer facilities in the vicinity of 122nd Avenue Northeast and Northeast 73rd Street in the City of Kirkland, and,

Whereas, upon completion of said sewer facility extension 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 sewer system with full power of the City of Kirkland to charge for its use such sewer 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 born by the City of Kirkland, and

Whereas, the City of Kirkland is authorized pursuant to Chapter 35.91 RCW to enter into such an agreement, with the proviso that persons thereafter connecting to the extension will have to pay a portion of the construction cost as a condition of connection,

Now, Therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized to sign on behalf of the City of Kirkland that certain Sewer Facilities Agreement between the City of Kirkland and Robinson Homes, as set forth in Exhibit A to this resolution and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open

EXHIBIT "A"**CITY OF KIRKLAND SEWER 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 Robinson Homes hereinafter referred to as "Developer"

WITNESSETH

Section 1. Developer does hereby agree to construct, at its sole expense, the SEWER FACILITY 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 sewer construction and installation

Section 2. Upon completion of said sewer facility 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 sewer system with full power of the City of Kirkland to charge for its use such sewer 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 2 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 3 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 sewer facility EXHIBIT 3 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 as Developer's properties) 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 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 sewer facility, their fair prorata share of the cost of construction of said facility

Section 5. For the purposes of determining such "fair prorata share," the cost of construction of said facility shall be considered to be \$ 86,874.94, provided, however, the City may adjust said cost to reflect the true and final cost of construction of said facility The "FAIR PRORATA SHARE" of the cost of construction is designated on EXHIBIT 3, and is hereby approved by the City of Kirkland

Section 6. Within sixty (60) days after receipt by the City of any "fair prorata 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 Developers at P.O. Box 2506, Kirkland, WA 98033

_____ until such time as Developers shall have received the total sum of \$ 63,643.28, or the expiration of fifteen (15) 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 Developers 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 3, other than Developers, 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 prorata share" to Developers 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 sewer 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 on any such improvement, separately itemized, and in such assessments, a sum equal to the amount provided for in this agreement as a fair prorata share due from such owners in accordance with the provisions of this agreement.

Section 9. No person, firm, or corporation, other than Developers, as to the real property identified as owned by Developers 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 prorata share as herein provided.

DATED at Kirkland, Washington, this _____ day of _____, 19__

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 _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day personally appeared before me _____ and _____, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19__

NOTARY PUBLIC in and for the State of
Washington, residing in King County My
Commission Expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

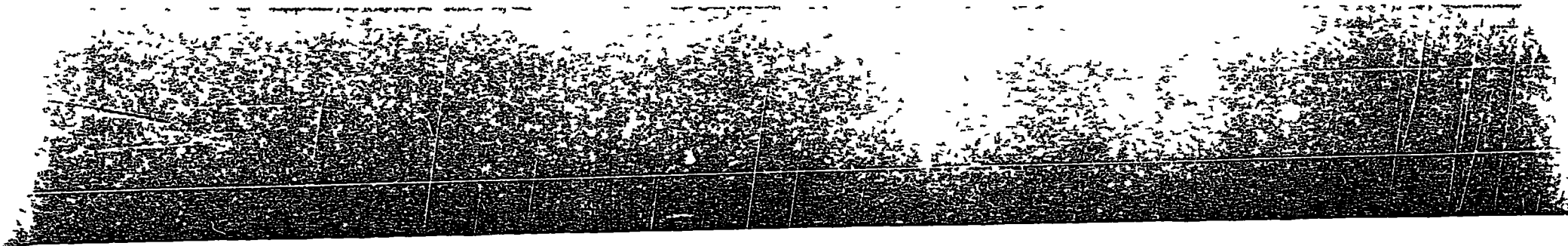
On this day personally appeared before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the _____, of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said corporation

WITNESS my hand and official seal this _____ day of _____, 1991

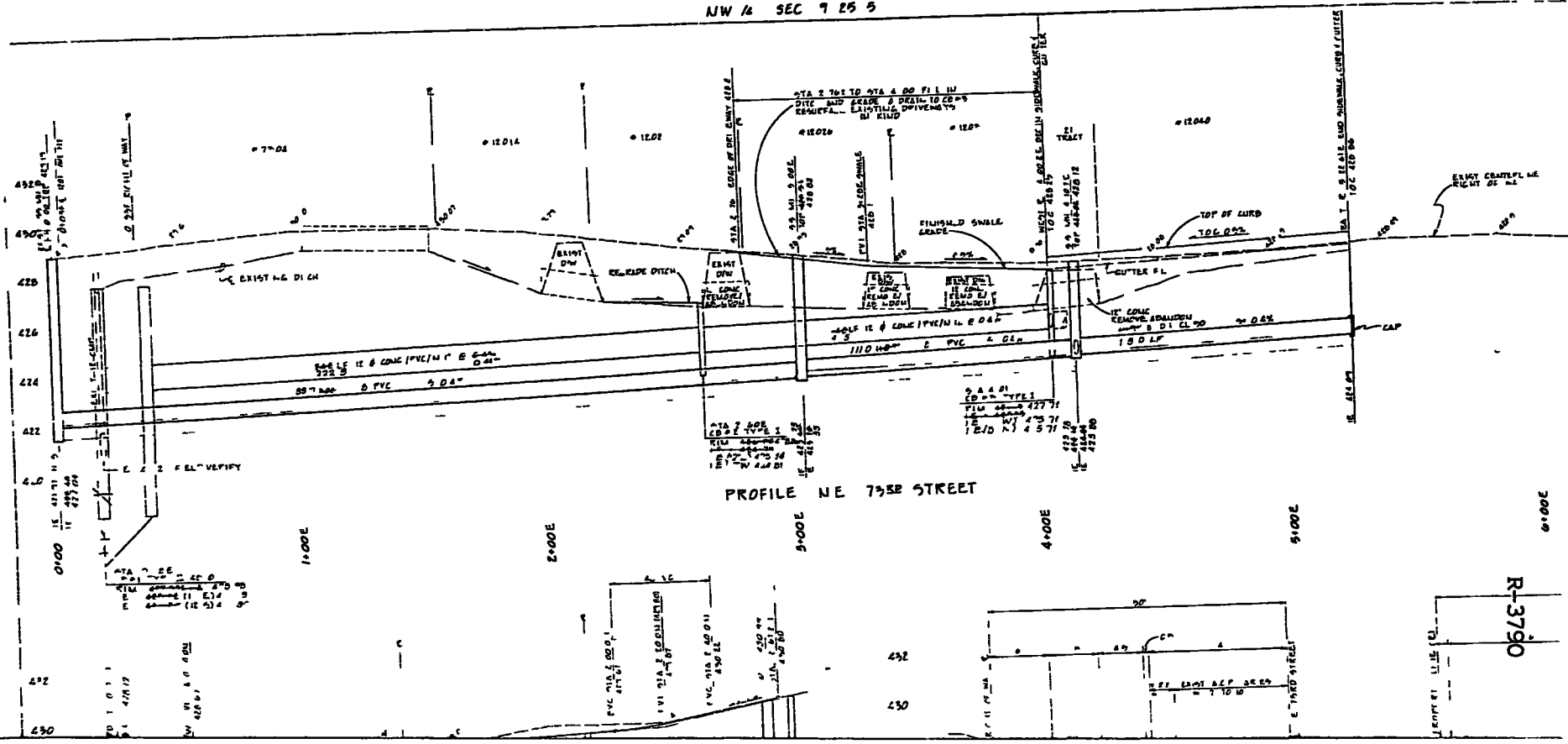
NOTARY PUBLIC in and for the State of
Washington, residing in King County My
Commission Expires _____

LIST OF EXHIBITS

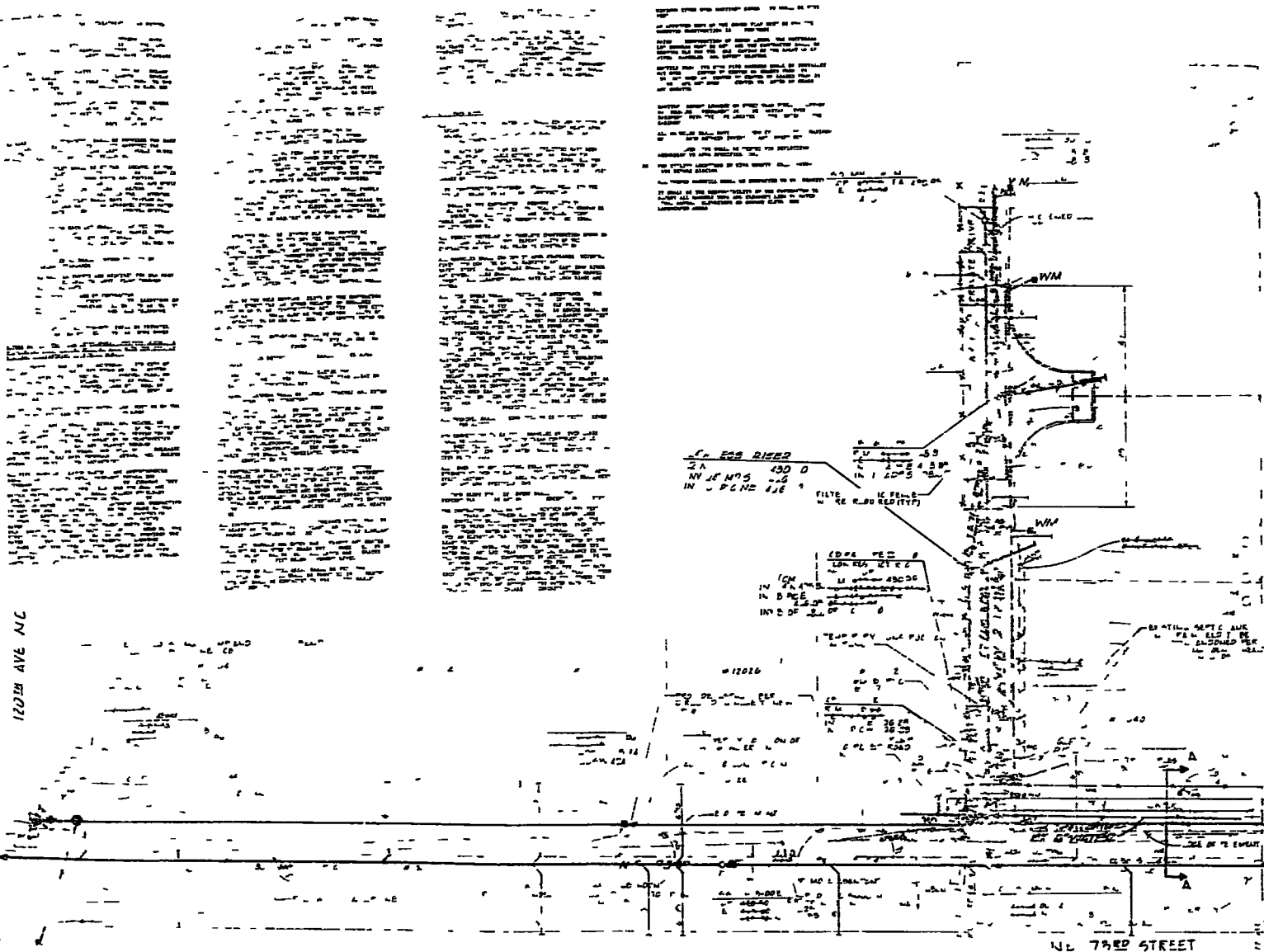
- 1 Sewer Construction Plans
- 2 Map showing the total benefit area with legal description and delineating thereon the property owned by Developer
- 3 A listing of the individual lots and parcels including legal description for each within the benefit area as shown on Exhibit 2 with each lot and parcel's fair pro rata share of the cost of construction and clearly identifying the lots and parcels owned by Developer



NW 1/4 SEC 9 25 5



R-3790



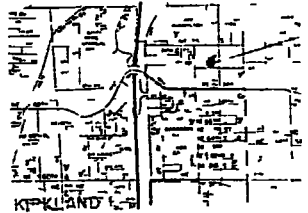
ALL UTILITIES SHOWN ON THIS PLAN ARE TO BE CONSIDERED AS EXISTING UNLESS OTHERWISE NOTED.
 THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE EXISTING UTILITIES AND HAS FOUND THAT THEY ARE IN GOOD WORKING ORDER.
 THE UTILITIES SHOWN ON THIS PLAN ARE TO BE CONSIDERED AS EXISTING UNLESS OTHERWISE NOTED.
 THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE EXISTING UTILITIES AND HAS FOUND THAT THEY ARE IN GOOD WORKING ORDER.



LEGAL DESCRIPTION

1/7-5

SEE SHEET
 2A
 IN 1/4 SEC 1/4
 IN 1/4 SEC 1/4



PROJECT SITE

31 N 3AVE #2271
 R-3790

VICINITY MAP (NTS)

UTILITY AS BUILT BY
 TET COUNTY LAND SURVEYING
 COMPANY IN OCTOBER 1992

ROSE-ANIE SP #SS-90-4

BOB PARROTT PE

1017 LAND WASHINGTON 58074
 CC E 3-4940

ROADWAY & UTILITY PLAN

SCALE
 1" = 20'

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74 49

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NEW HAMPSHIRE

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122 21
122 23
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297 95
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GENERAL BENEFIT AREA

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0371
0370

ADDED

WILBUR

EXHIBIT 2 PAGE 1

LAKE VIEW

AVE

510281107

N89-03 45W 1340 45

KIRKLAND ORD 3064

S 89-50-06E

ST.

WILBUR

AVE

VIEW

LAKE

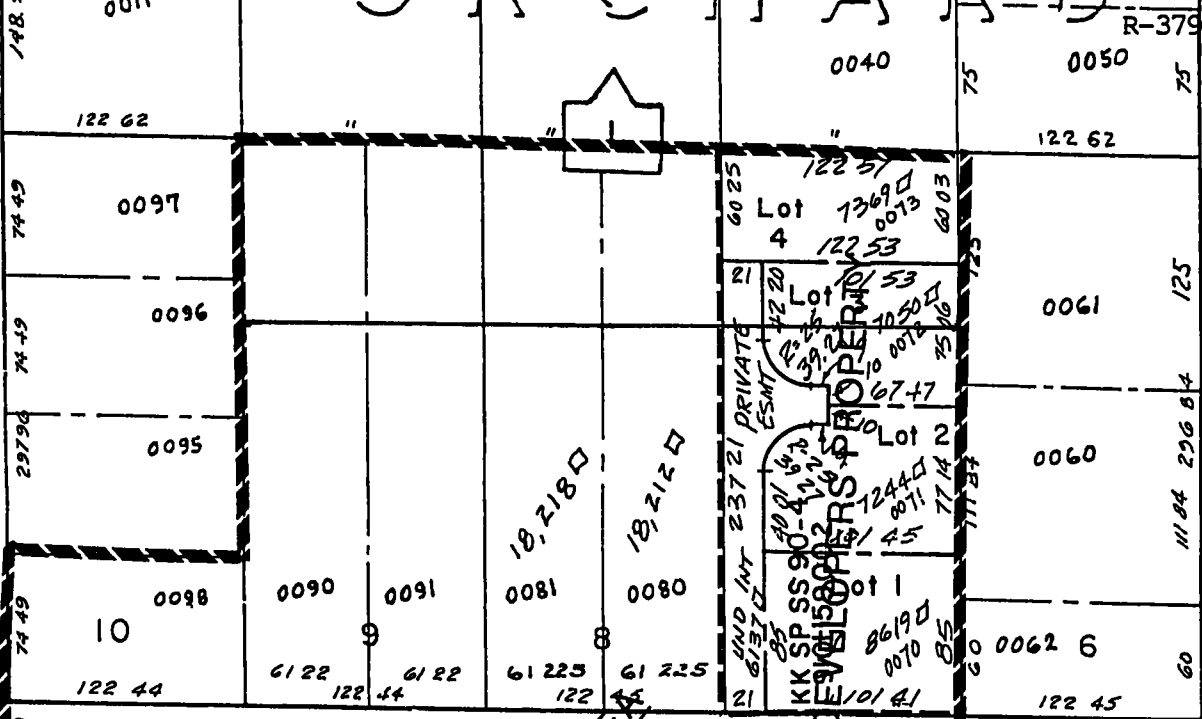
N 01.04.16E (5P)

1261.50S

1311 58S

N 2° 00' 38" W

1251.53



NEW HAMPSHIRE

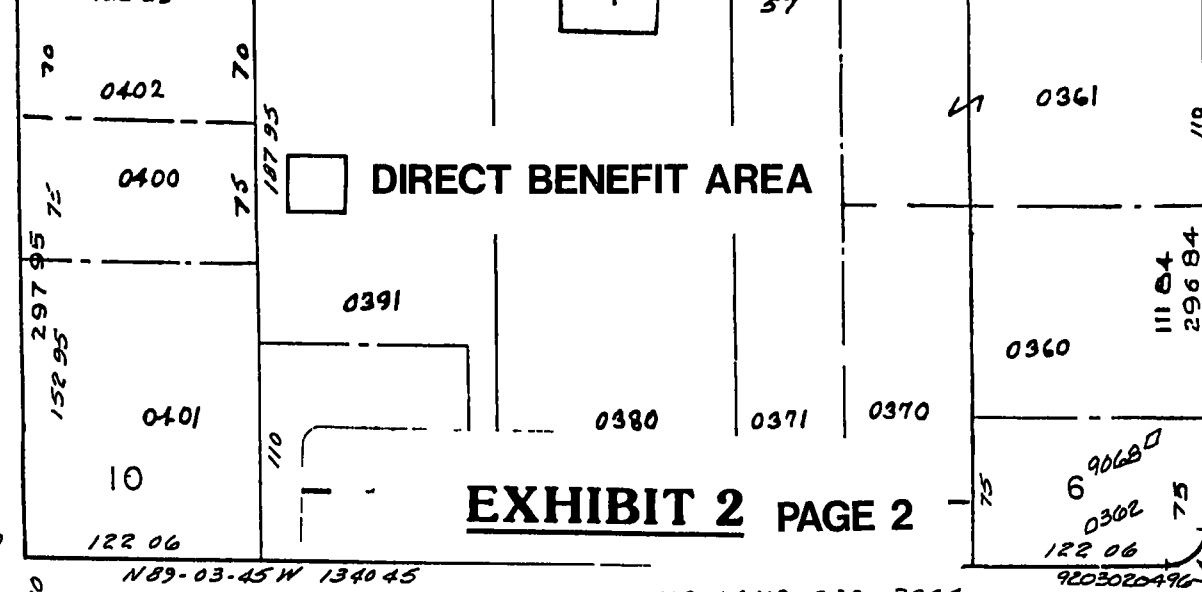
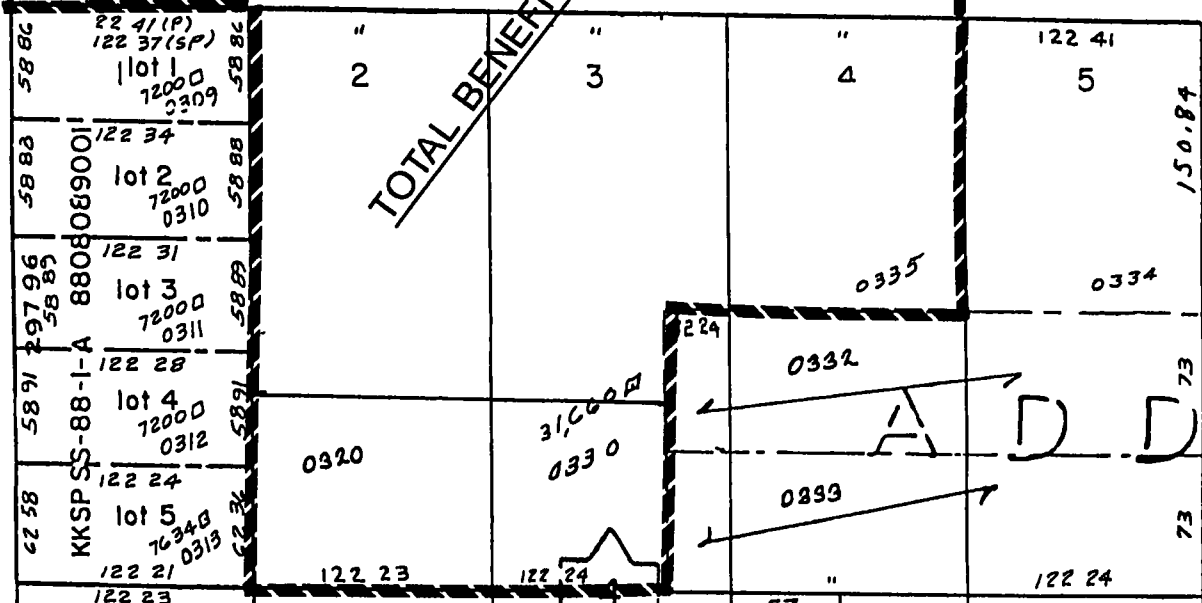


EXHIBIT 2 PAGE 2

N 89-03-45 W 1340 45

KIRKLAND ORD 3064

S 89-50-06E

9203020496

30 31

296.73

66.5 151.5

Rosehanie Short Plat Sanitary Sewer Latecomer's Assessment Role

| REF NO | TAX/PARCEL NO | OWNER (mailing address) | LEGAL DESCRIPTION | Total Area (SF) | Dir. Ben. Area (SF) | Gen. Ben. Area (SF) | Dir. Ben. Cost | Gen. Ben. Cost | Sub. Total | Reimburse @ 85% | City @ 15% | '92 Side Sewer Fee | '92 Dev Ext. Fee | TOTAL FEES |
|---------------|---------------|---|---|-----------------|---------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|--------------------|
| 1 | 640070-0080 | John H McPherson 12032 NE 73rd Street Kirkland WA 98033 | E 1/2 Lot 8 Block 1 Orchard Heights Add | 18 178 | 12 245 | 18 178 | \$5 518 86 | \$1,987 79 | \$7 506 65 | \$6,380 65 | \$1,126 00 | \$50 00 | \$200 00 | \$7,756 65 |
| 2 | 640070-0081 | Catherine Walter 12026 NE 73rd Street Kirkland WA 98033 | W 1/2 Lot 8 Block 1 Orchard Heights Add | 18 178 | 12 245 | 18 178 | \$5 518 86 | \$1 987 79 | \$7 506 65 | \$6 380 65 | \$1 126 00 | \$50 00 | \$200 00 | \$7 756 65 |
| 3 | 640070-0091 | Donald R Bell 3616 Lake Wash Blvd N Renton WA 98056 | E 1/2, Lot 9 Block 1 Orchard Heights Add | 18 178 | 12 244 | 18 178 | \$5 518 41 | \$1 987 79 | \$7 506 20 | \$6 380 27 | \$1 125 93 | \$50 00 | \$200 00 | \$7 756 20 |
| 4 | 640070-0098 | Carol C & Robin L Lake 12019 NE 73rd Street Kirkland WA 98033 | S 1/2 S 1/2 Lot 10 Block 1 Orchard Heights Add | 9 102 | 9 102 | 9 102 | \$4 102 30 | \$995 32 | \$5 097 62 | \$4 332 98 | \$764 64 | \$50 00 | \$200 00 | \$5 347 62 |
| 5 | 640070-0335 | George Fisher 12131 NE 73rd Street Kirkland WA 98033 | Lot 4 Block 4 Less S 146 ft Orchard Heights Add | 18 300 | 18 300 | 18,300 | \$8 247 87 | \$2 001 13 | \$10 249 00 | \$8 711 65 | \$1 537 35 | \$50 00 | \$200 00 | \$10 499 00 |
| 6 | 640070-0330 | John K. Knudtson 717 Sunset Drive Camano Island WA 98292 | Lot 3 Block 4 Less E 32 24 ft of S 146 ft Orchard Heights Add | 31 660 | 24 474 | 31 660 | \$11,030 35 | \$3 462 07 | \$14 492.42 | \$12 318 55 | \$2 173 86 | \$50 00 | \$200 00 | \$14 742.42 |
| 7 | 640070-0320 | R L Lake 12019 NE 73rd Street Kirkland WA 98033 | Lot 2 Block 4 Orchard Heights Add | 36 356 | 24,482 | 36 356 | \$11 034 12 | \$3 975 58 | \$15 009 70 | \$12 758 24 | \$2 251 45 | \$50 00 | \$200 00 | \$15 259 70 |
| TOTALS | | | | 149,952 | 113,092 | 149,952 | \$50,970 77 | \$16,397 47 | \$67,368 24 | \$57,263 01 | \$10,105 24 | \$350 00 | \$1,400 00 | \$69,118 24 |

Developer/Company Owned Property

| REF. NO. | TAX/PARCEL NO. | OWNER (mailing address) | LEGAL DESCRIPTION | Total Area (SF) | Dir. Ben. Area (SF) | Gen. Ben. Area (SF) | Dir. Ben. Cost | Gen. Ben. Cost | '92 Side Sewer Fee | '92 Dev. Ext. Fee | TOTAL FEES | Savings Per Prop. |
|---------------------------|----------------|---|--|-----------------|---------------------|---------------------|--------------------|-------------------|--------------------|-------------------|-------------------|--------------------|
| 8 | 640070-0090 | Ferroll R Ivers 12014 NE 73rd Street Kirkland WA 98033 | W 1/2 Lot 9 Block 1 Orchard Heights Add | 18 178 | 12 244 | 18 178 | \$5 518 41 | \$1 987 79 | \$50 00 | \$200 00 | \$250 00 | \$7 306 20 |
| 9 | 640070-0070 | Laura C Hardcastle 12040 NE 73rd Street Kirkland WA 98033 | Lot 1 of KKSP SS-90-4 Recording #9101159002 | 8 619 | 8 619 | 8 619 | \$3 884 61 | \$942 50 | \$50 00 | \$200 00 | \$250 00 | \$4 627 11 |
| 10 | 640070-0071 | Robinson Homes Inc P O Box 2506 Kirkland WA 98083 | Lot 2 of KKSP SS-90-4 Recording #9101159002 | 7 244 | 7,244 | 7 244 | \$3 264 89 | \$792 14 | \$50 00 | \$200 00 | \$250 00 | \$3 857 04 |
| 11 | 640070-0072 | Robinson Homes Inc P O Box 2506 Kirkland WA 98083 | Lot 3 of KKSP SS-90-4 Recording #9101159002 | 7 252 | 3 367 | 7 252 | \$1 517 52 | \$793 02 | \$50 00 | \$200 00 | \$250 00 | \$2 110 53 |
| 12 | 640070-0073 | Robinson Homes Inc P O Box 2506 Kirkland WA 98083 | Lot 4 of KKSP SS-90-4 Recording #9101159002 | 7 369 | 0 | 7 369 | \$0 00 | \$805 81 | \$50 00 | \$200 00 | \$250 00 | \$605 81 |
| TOTALS | | | | 48 662 | \$31 474 00 | \$48,662.00 | \$14,185 43 | \$5 321 26 | \$250 00 | \$1 000 00 | \$1,250 00 | \$18 506 70 |
| TOTAL BENEFIT AREA | | | | 198 614 | SQ. FT. | | | | | | | |

Calculation of the Cost Per Square Foot

TOTAL GENERAL BENEFIT AREA 198 614 square feet
 TOTAL DIRECT BENEFIT AREA 144 566 square feet
 TOTAL CONSTRUCTION COST \$86 874 94

yields a TOTAL SEWER COST of \$86 874 94

25% of Total Cost shall be borne by the Total General Benefit Area (TGBA)
 75% of Total Cost shall be borne by the Total Direct Benefit Area (TDFA)
 Therefore the following are costs per square foot for each benefit area

{(25%) x (Total Cost)/(TGBA)} = \$0 1094
 {(75%) x (Total Cost)/(TDFA)} = \$0 4507

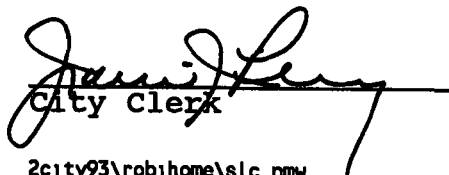
meeting this 16th day of February, 1993.

Signed in authentication thereof this
16th day of February, 1993.



MAYOR

Attest:



City Clerk

2city93\rob\home\slc nmw