

RESOLUTION R- 3897

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GALAXY CONSTRUCTION, INC. FOR EXTENSION OF SEWER FACILITIES IN THE VICINITY OF 132ND AVENUE NORTHEAST AND NORTHEAST 71ST PLACE.

Whereas, Galaxy Construction, Inc., developer, has agreed to construct, at its sole expense, an extension to city sewer and water facilities in the vicinity of 132nd Avenue Northeast and Northeast 71st Place 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 and water system with full power of the City of Kirkland to charge for its use such sewer and water 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 and Water Facilities Agreement between the City of Kirkland and Galaxy Construction, Inc., as set forth in Exhibit A to this resolution and by this reference incorporated herein.



SEWER & WATER 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 Galaxy Construction, Inc. hereinafter referred to as "Developer":

WITNESSETH:

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

Section 2. Upon completion of said sewer and water 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 sewer system and water system with full power of the City of Kirkland to charge for its use such sewer connection and service rates and charges and water 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 and water facilities. 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 or water 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 or water 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 \$ 59,640.97, 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 25047, Seattle, WA 98125 until such time as Developers shall have received the total sum of \$ 27,870.11, 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 or water 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 24TH day of AUGUST, 1994.

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. _____

GALAXY CONSTRUCTION INC.

By: [Signature]

By: _____

Dated at Kirkland this 24TH day of AUGUST, 1994

(Individuals Only)
OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

(Partnerships Only)
OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint Venture)

By General Partner

By General Partner

By General Partner

(Corporations Only)
OWNER(S) OF REAL PROPERTY
GALAXY CONSTRUCTION INC.
(Name of Corporation)
[Signature]
By President

By Secretary

(Individuals Only)

STATE OF WASHINGTON)
) SS.
County of King)

On this ___ day of ___, 19___, 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)

STATE OF WASHINGTON)
) SS.
County of King)

On this ___ day of ___, 19___, 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
Notary Public in and for the State of Washington, Residing at:
My commission expires:

(Corporations Only)

STATE OF WASHINGTON)
) SS.
County of King)

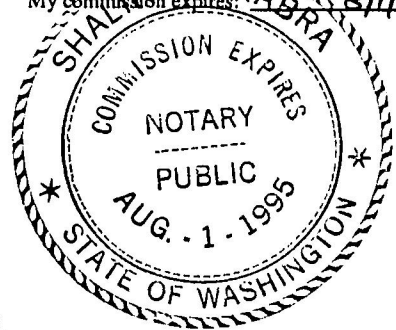
On this 24th day of August, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tom Malie and ___ to me, known to be the President and Secretary, respectively, of Gabry Construction, the corporation that executed the Sewer 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.

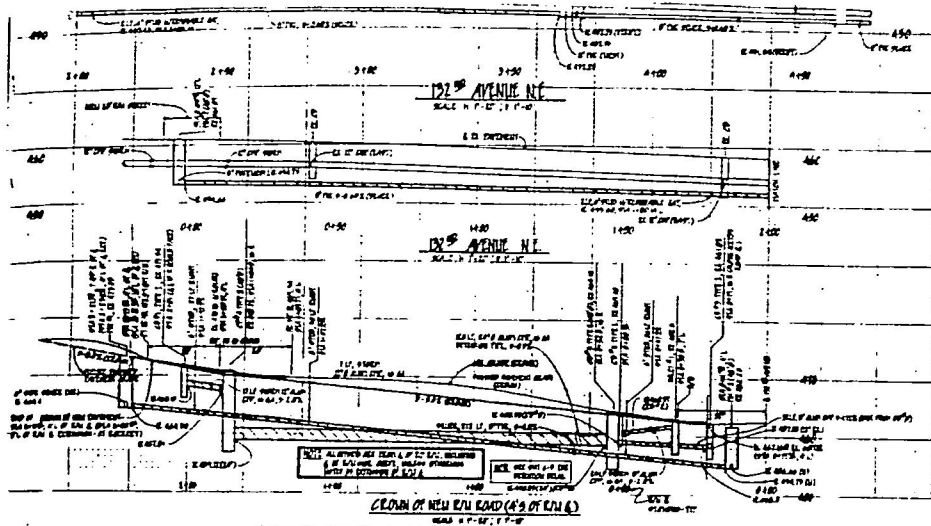
WITNESS my hand and official seal hereto affixed the day and year first above written.

Shalini Chhabra
Notary's Signature

SHALINI CHHABRA
Print Notary's Name

Notary Public in and for the State of Washington, Residing at:
My commission expires:





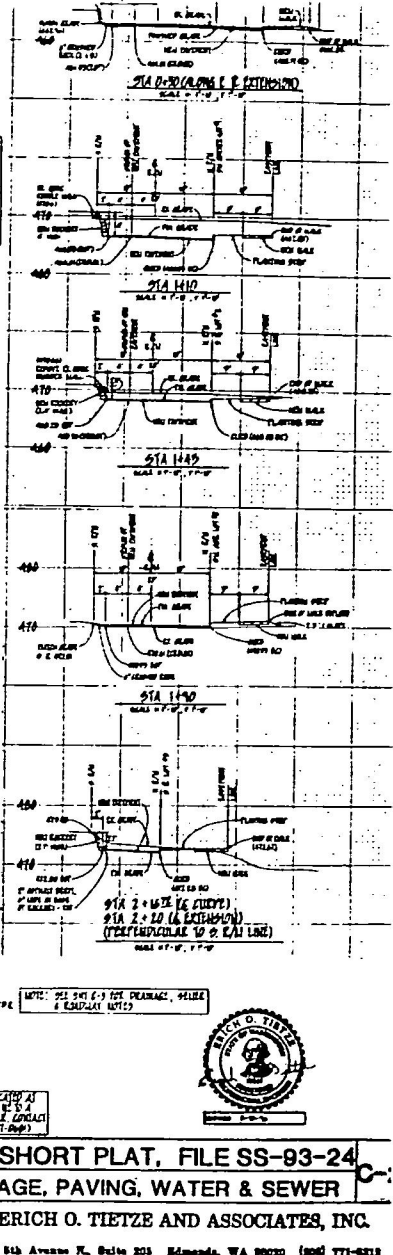
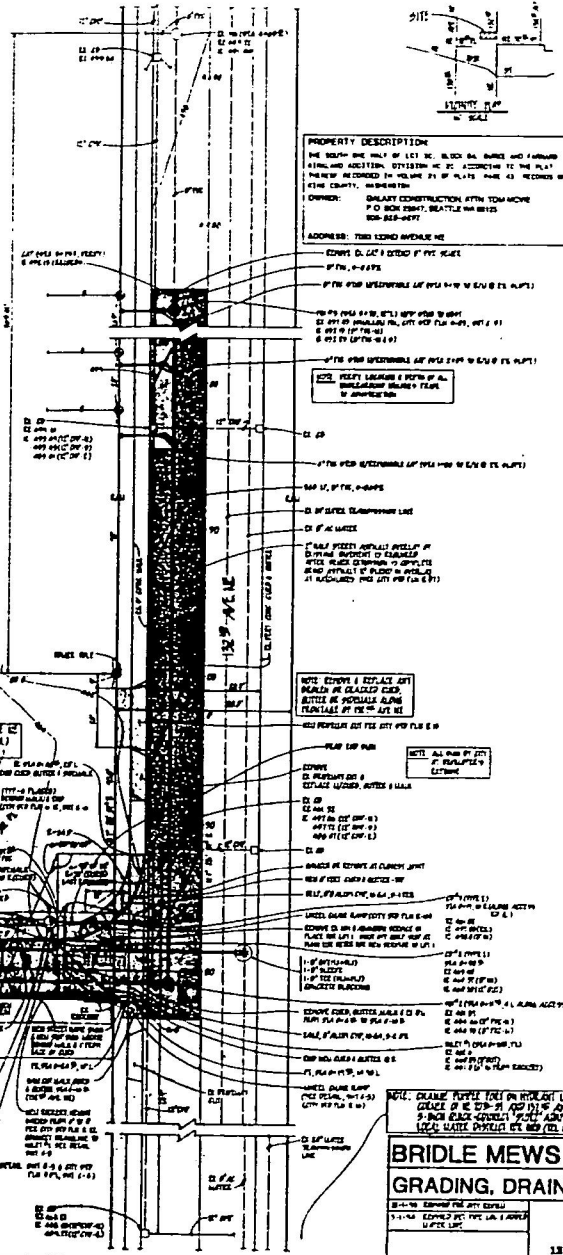
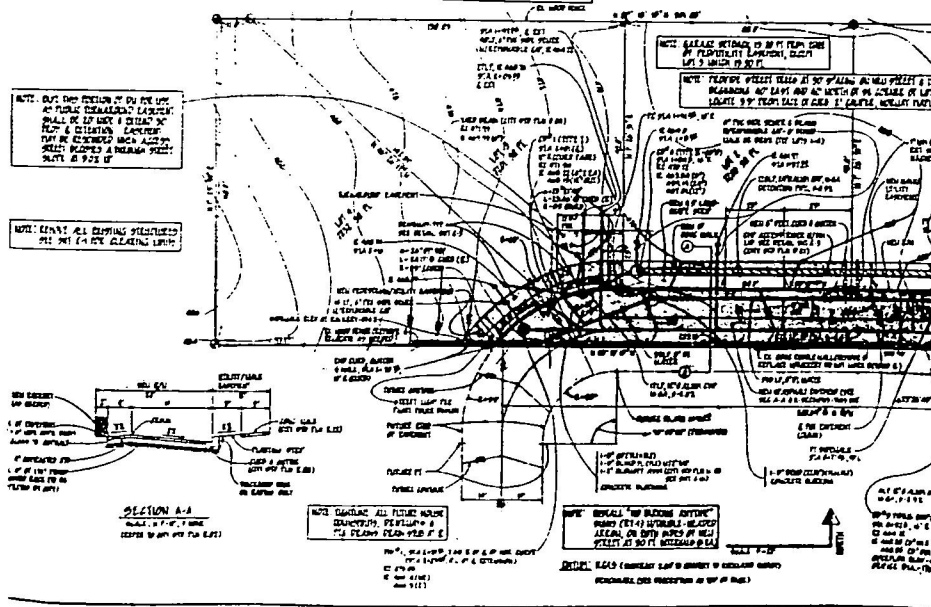
NOTES:

1. ALL UTILITIES SHALL BE CONSIDERED EXISTING UNLESS SHOWN OTHERWISE ON THIS PLAN. THE OWNER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.

2. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR EQUIVALENT MATERIAL.

3. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR EQUIVALENT MATERIAL.

4. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR EQUIVALENT MATERIAL.



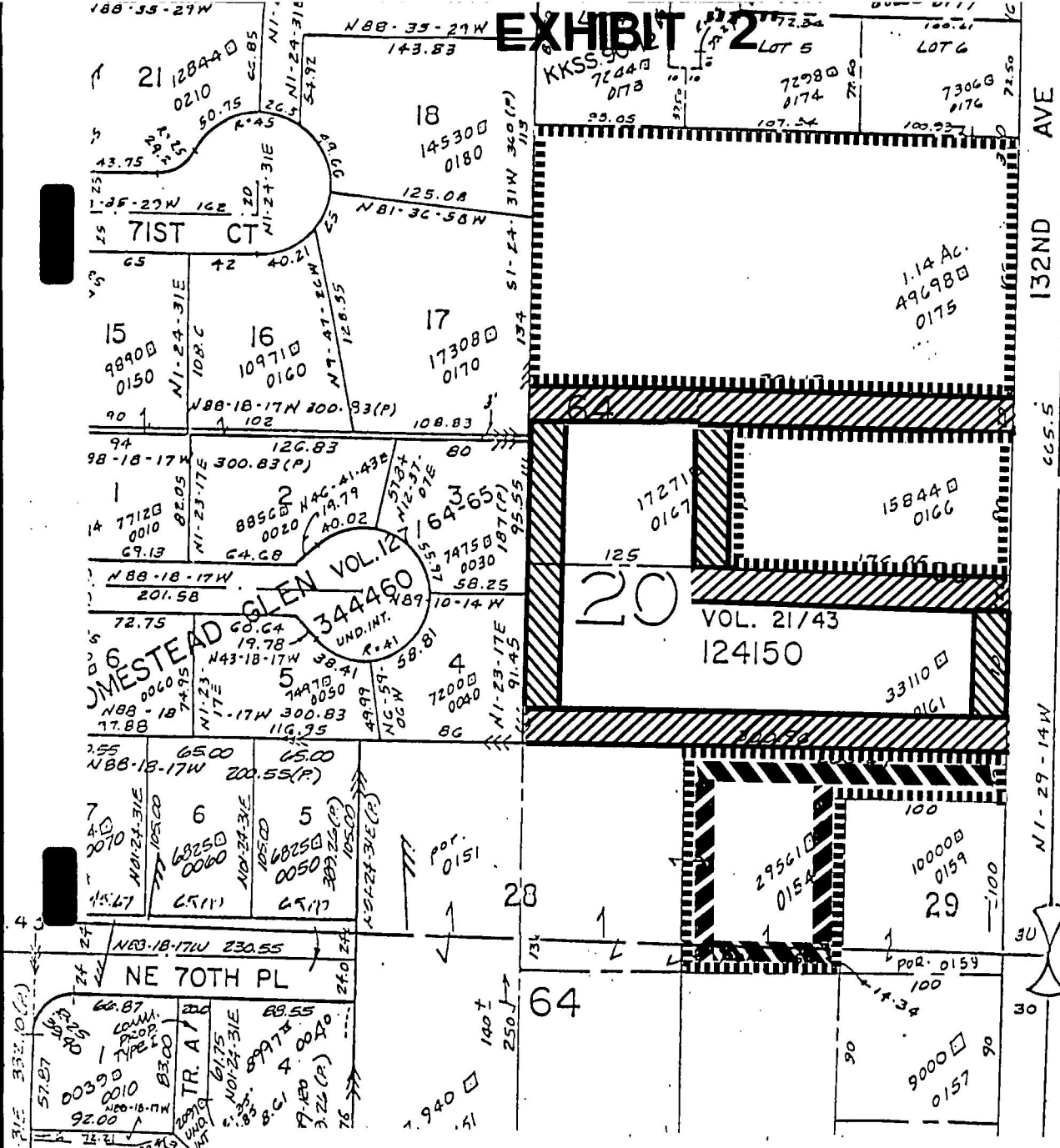
BRIDLE MEWS SHORT PLAT, FILE SS-93-24
GRADING, DRAINAGE, PAVING, WATER & SEWER




ERICH O. TIETZE AND ASSOCIATES, INC.

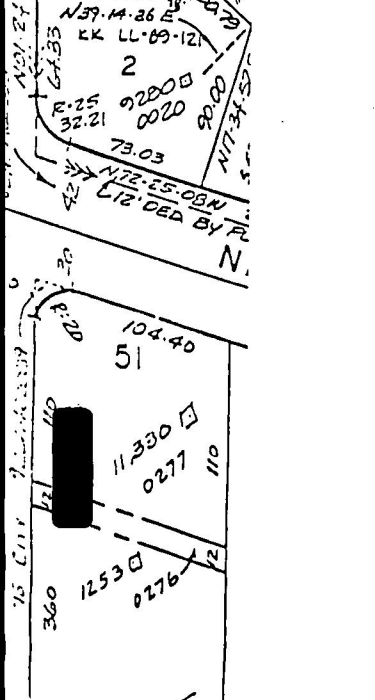
131 5th Avenue N, Suite 205 Edmonds, WA 98020 (206) 771-6215

R-3897

EXHIBIT 2



	"Company" property
	Sewer Benefited Property
	Water Benefited Property



51-29-1
147.3



Bridle Mews Short Plat Sanitary Sewer Latecomer's Assessment Role

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Total Area	Dir. Ben. Area	Dir. Ben. Cost	Sub Total	Reimburse @ 65%	City @ 15%	94 Side Sewer Fee	94 CFC Fee	TOTAL FEES
1	124150-0175	Carl & Kate Prosch-Jensen 7209 132nd Avenue NE Kirkland, WA 98033	Lot 31, Block 64, Burke-Farrar's Kirkland Div. #20 S 1/2	49,698	49,698	\$16,534.75	\$16,534.75	\$14,054.53	\$2,480.21	\$100.00	\$795.00	\$17,429.75
2	124150-0166	John & Lois Denkenberger 7073 132nd Avenue NE Kirkland, WA 98033	Lot 30, Block 64, Burke-Farrar's Kirkland Div. #20 N 1/2 less W 125 ft less N 20 ft thof	15,844	15,844	\$5,271.37	\$5,271.37	\$4,480.66	\$790.71	\$100.00	\$795.00	\$6,166.37
3	124150-0154	Wilber Edward Et Al 7041 132nd Avenue NE Kirkland, WA 98033	Lots 28,29 Block 64, Burke-Farrar's Kirkland Div. #20 N 130 ft of FOLG-E 1/2 of 28 & W 1/2 of 29 & N 30 ft of E 1/2	29,561	17,228	\$5,731.83	\$5,731.83	\$4,872.06	\$859.77	\$100.00	\$795.00	\$6,626.83
TOTALS				95,103	82,770	\$27,537.95	\$27,537.95	\$29,407.26	\$4,130.69	\$500.00	\$2,385.00	\$30,222.95

Developer/Company Owned Property

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Total Area	Dir. Ben. Area	Dir. Ben. Cost	94 Side Sewer Fee	94 CFC Fee	TOTAL FEES		
4	124150-0167	Wm Bryan & Carol Willison 1205 21st Avenue E Seattle, WA 98112	Lot 30, Block 64, Burke-Farrar's Kirkland Div. #20 N 20 ft & Por of W 125 ft of N 1/2 of Sd 30 S of N 20 thof	17,271	17,271	\$5,746.14	\$100.00	\$795.00	\$895.00		
5	124150-0161	Thomas & Margaret McVie 7063 132nd Avenue NE Kirkland, WA 98033	Lot 30, Block 64, Burke-Farrar's Kirkland Div. #20 S 1/2	33,110	33,110	\$11,015.84	\$100.00	\$795.00	\$895.00		
TOTALS				50,381	50,381	\$16,761.98	\$200.00	\$1,590.00	\$1,790.00		
BENEFIT AREAS IN SQ. FT.				145,484	133,151						

Savings Per Prop.
\$10,220.84
\$10,220.84

Calculation of the Cost Per Square Foot:

BENEFIT AREA in square feet	133,151
CONSTRUCTION COST	\$41,086.87
ENGINEERING COST	\$3,213.06
yields a TOTAL COST of	<u>\$44,299.93</u>

Therefore; the following are costs per square foot for each benefit area:

$$[(\text{Total Cost})/(\text{TDBA})] = \quad \quad \quad \$0.3327$$

EXHIBIT "3"
SEWER

Bridle Mews Short Plat Water Latecomer's Assessment Role

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Total Area	Dir. Ben. Area	Dir. Ben. Cost	Sub Total	Reimburse @ 85%	City @ 15%	94 Water Meter (3/4")	94 CFC Fee (SF)	TOTAL FEES
1	124150-0154	Wilber Edward Et Al 7041 132nd Avenue NE Kirkland, WA 98033	Lots 28,29 Block 64, Burke - Farrar's Kirkland Div. #20 N 130 ft of FOLG - E 1/2 of 28 & W 1/2 of 29 & N 30 ft of E 1/2	29,561	17,228	\$5,250.42	\$5,250.42	\$4,462.85	\$787.56	\$105.00	\$970.00	\$6,325.42
TOTALS				29,561	17,228	\$5,250.42	\$5,250.42	\$4,462.85	\$787.56	\$105.00	\$970.00	\$6,325.42

Developer/Company Owned Property

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Total Area	Dir. Ben. Area	Dir. Ben. Cost	94 Water Meter (3/4")	94 CFC Fee (SF)	TOTAL FEES		
2	124150-0161	Thomas & Margaret McVie 7063 132nd Avenue NE Kirkland, WA 98033	Lot 30, Block 64, Burke - Farrar's Kirkland Div. #20 S 1/2	33,110	33,110	\$10,090.62	\$105.00	\$970.00	\$1,075.00		
TOTALS				33,110	33,110	\$10,090.62	\$105.00	\$970.00	\$1,075.00		
BENEFIT AREAS IN SQ FT				62,671	50,338						

Savings Per Prop.
\$9,120.62
\$9,120.62

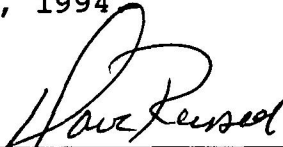
Calculation of the Cost Per Square Foot:	
BENEFIT AREA in square feet	50,338
CONSTRUCTION COST	\$10,521.45
ENGINEERING COST	\$4,819.59
yields a TOTAL COST of	\$15,341.04
Therefore; the following are costs per square foot for each benefit area:	
[(Total Cost)/(TDBA)] =	\$0.3048

WATER

EXHIBIT "3" cont'd


Passed by majority vote of the
Kirkland City Council in regular, open
meeting this 20th day of September, 1994.

Signed in authentication thereof this
20th day of September, 1994



MAYOR

Attest:



Deputy City Clerk
9city94\galacons\slc