

RESOLUTION R- 3954

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ROBERT AND CHARLEEN GENTRY FOR EXTENSION OF SEWER FACILITIES IN THE VICINITY OF NORTHEAST 87TH STREET JUST WEST OF 128TH AVENUE NORTHEAST.

Whereas, Robert and Charleen Gentry, developers, have installed, at their own expense, an extension to city sewer facilities in the vicinity of Northeast 87th Street just west of 128th Avenue Northeast 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 Robert and Charleen Gentry, 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 meeting this 5th day of September, 1995.

Signed in authentication thereof this 5th day of September, 1995.



MAYOR

Attest:


City Clerk
8city95\sewerord



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 Robert and Charleen Gentry, 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 \$29,076.27, 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 12655 NE 87th Street, Kirkland, WA 98033 until such time as Developers shall have received the total sum of \$10,044.48, 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 than 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 29 day of Aug, 1995

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. _____

Robert Gentry

By: Charles J. Gentry

By: _____

Dated at Kirkland this _____ day of _____, 199__.

(Individuals Only)

(Partnerships Only)

(Corporations Only)

OWNER(S) OF REAL PROPERTY
(INCLUDING SPOUSE)

OWNER(S) OF REAL PROPERTY

OWNER(S) OF REAL PROPERTY

x Robert Gentry
x Charles J. Gentry

(Name of Partnership or Joint Venture)

(Name of Corporation)

By General Partner

By President

By General Partner

By Secretary

By General Partner

(Individuals Only)

STATE OF WASHINGTON)
) SS.
County of King)

On this 29th day of August, 1995 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert and Charles L. Gony and Charles L. Gony me known to be the individual(s) described herein and who executed the Sewer Facilities 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.

Donald M. Anderson
Notary's Signature

DONALD M. ANDERSON
Print Notary's Name
Notary Public in and for the State of Washington, Residing at: Seattle
My commission expires: 4-1-99

(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 _____ 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 President and Secretary, respectively, of _____ 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.

Notary's Signature

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

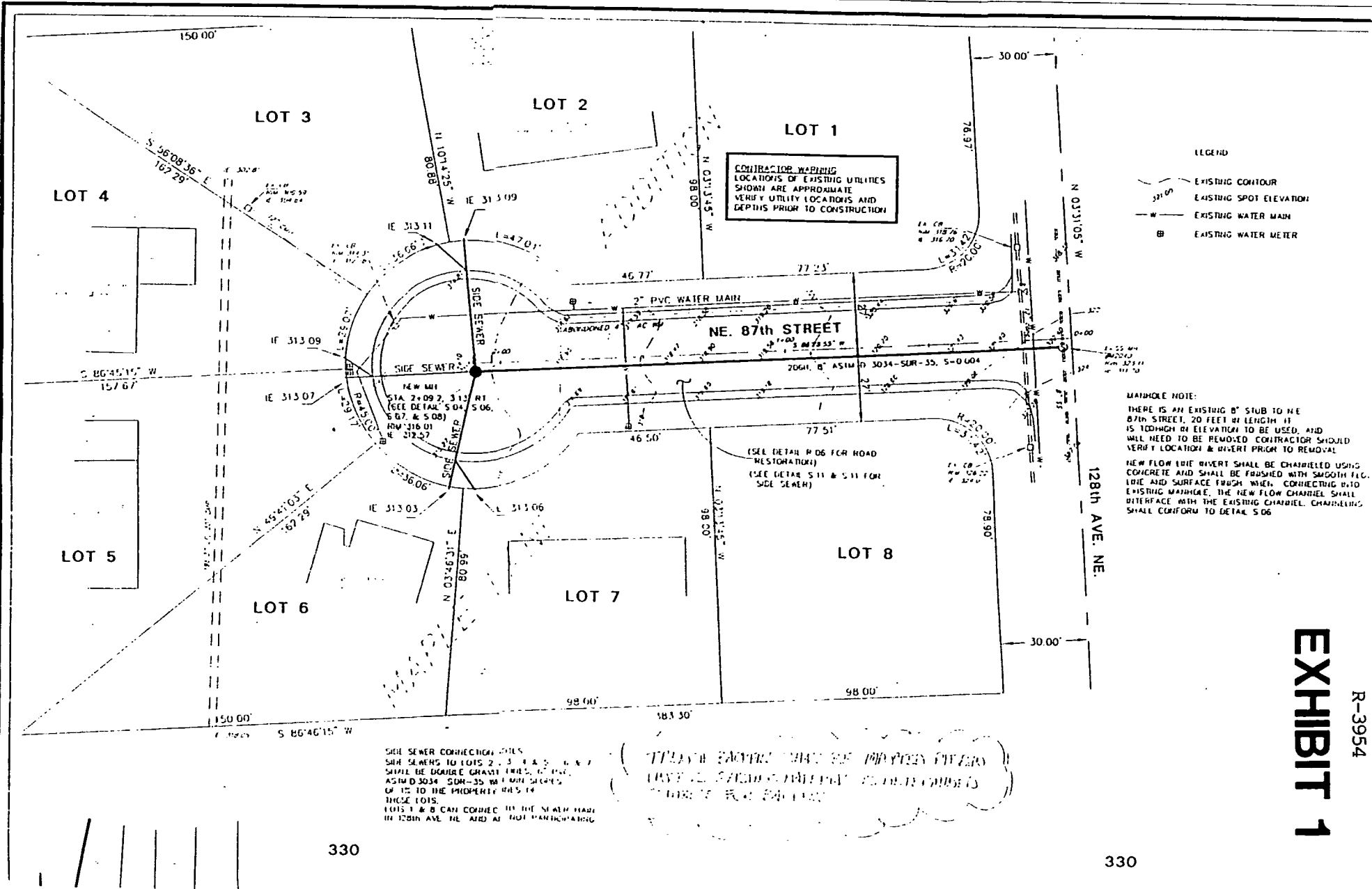


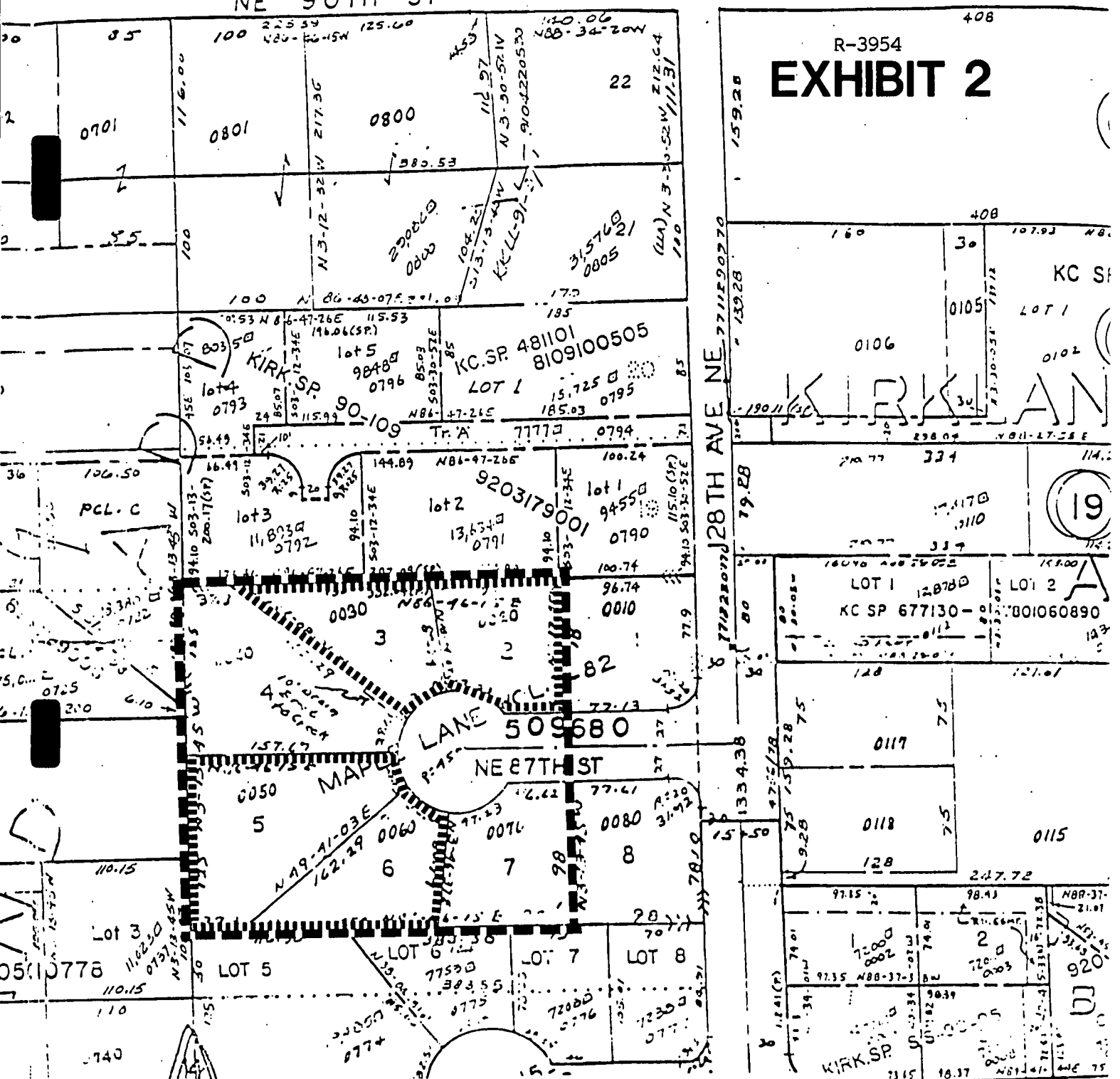
EXHIBIT 1


R-3954

NE 90TH ST

R-3954


EXHIBIT 2



Benefit Area 

 Lots 2, 3, 4, 5, 6, 7

Developer/Company - Owned

 Lots 2, 3, 5, 6 

A1 (P)

2

3

3.665 Ac. 60 Ac. 150

235.06 54,736 26 AC.

0.160 16,320 12

0016 20,700

17,500 00

Gentry Sanitary Sewer Latecomer's Assessment Role

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Total Area	Cost Per Square Foot	Benefit Cost	Side Sewer Stub Costs	Sub Total	Reimburse @ 85%	City @ 15%	95 Side Sewer Fee	95 Sewer CFC Fee	TOTAL FEES
1	509680-0040	Notenboom, Leo J. 12846 NE 87th Kirkland, WA 98033	Lot 4 Maple Ln Add	9,000	\$0.5267	\$4,740.09	\$963.25	\$5,703.34	\$4,847.84	\$855.50	\$100.00	\$795.00	\$6,598.34
2	509608-0070	Semick, James 12661 NE 87th Kirkland, WA 98033	Lot 7 Maple Ln Add	9,500	\$0.5267	\$5,003.43	\$1,107.25	\$6,110.68	\$5,194.07	\$916.60	\$100.00	\$795.00	\$7,005.68
TOTALS				18,500		\$9,743.51	\$2,070.50	\$11,814.01	\$10,041.91	\$1,772.10	\$200.00	\$1,590.00	\$13,604.01

Developer/Company Owned Property

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Total Area	Cost Per Square Foot	Benefit Cost	Side Sewer Stub Costs	95 Side Sewer Fee	95 Sewer CFC Fee	TOTAL FEES	
3	509680-0050	Crampton, L. E. 12647 NE 87th St Kirkland, WA 98033	Lot 5 Maple Ln Add	9,000	\$0.5267	\$4,740.09	\$963.25	\$100.00	\$795.00	\$895.00	
4	509680-0060	Gentry, Robert A. L. 12655 NE 87th St Kirkland, WA 98033	Lot 6 Maple Ln Add	9,000	\$0.5267	\$4,740.09	\$1,107.25	\$100.00	\$795.00	\$895.00	
5	509608-0020	Downes, C. 12664 NE 87th St Kirkland, WA 98033	Lot 2 Maple Ln Add	9,690	\$0.5267	\$5,103.49	\$1,326.00	\$100.00	\$795.00	\$895.00	
6	509608-0030	Clemens, Richard A. 3611 Rebel Circle Huntington Beach, CA 92649	Lot 3 Maple Ln Add	9000	\$0.5267	\$4,740.09	\$1,326.00	\$100.00	\$795.00	\$895.00	
TOTALS				36,690		\$19,323.76	\$4,722.50	\$400.00	\$3,180.00	\$3,580.00	
TOTAL BENEFIT AREA				55,190	SQ. FT.						

Calculation of the Cost Per Square Foot:

BENEFIT AREA in square feet	55,190
ENGINEERING, CONSTRUCTION & ADMINISTRATION COSTS	\$29,067.27
TOTAL COST	\$29,067.27

(Total Cost)/(Benefit Area) = \$0.5267