

RESOLUTION R- 4031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GREGORY E. GRIFFIS FOR EXTENSION OF SEWER FACILITIES IN THE VICINITY OF 106TH AVENUE NE NORTH OF NE 116TH STREET.

Whereas, Gregory E. Griffis, developer, has agreed to construct, at his sole expense, an extension to city sewer facilities in the vicinity of 106th Avenue NE North of NE 116th Street; 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 and directed to sign on behalf of the City of Kirkland that certain Sewer Facilities Agreement between the City of Kirkland and Gregory E. Griffis, 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 15th day of October, 1996.

Signed in authentication thereof this 15th day of October, 1996.


MAYOR

Attest:


City Clerk
reso\griffis



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 Gregory E. Griffis, 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 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 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 \$51,104.28, 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 Millers Follie Short Plat, 11631 106th Avenue NE, Kirkland, WA 98033, until such time as Developers shall have received the total sum of \$9,890.69, 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 even 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 10 day of Sept, 1996

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. _____

GREGORY E. GRIFFIS

By: Gregory E. Griffis

By: _____

Dated at Kirkland this 10 day of Sept, 1996.

(Individuals Only)

OWNER(S) OF REAL PROPERTY
(INCLUDING SPOUSE)

Gregory E. Griffis

(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

(Name of Corporation)

By President

By Secretary

(Individuals Only)

STATE OF WASHINGTON)
) SS.
County of King)

On this 10th day of September, 1996 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary C. and Stephen to me known to be the individual(s) described herein and who executed the Sewer Facilities Agreement, and acknowledged that she signed the same as she 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.

Ann L. Moos
Notary's Signature

ANN L. MOOS
Print Notary's Name

Notary Public in and for the State of Washington, Residing at: LYNKLAND
My commission expires: 7-1-99

(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)

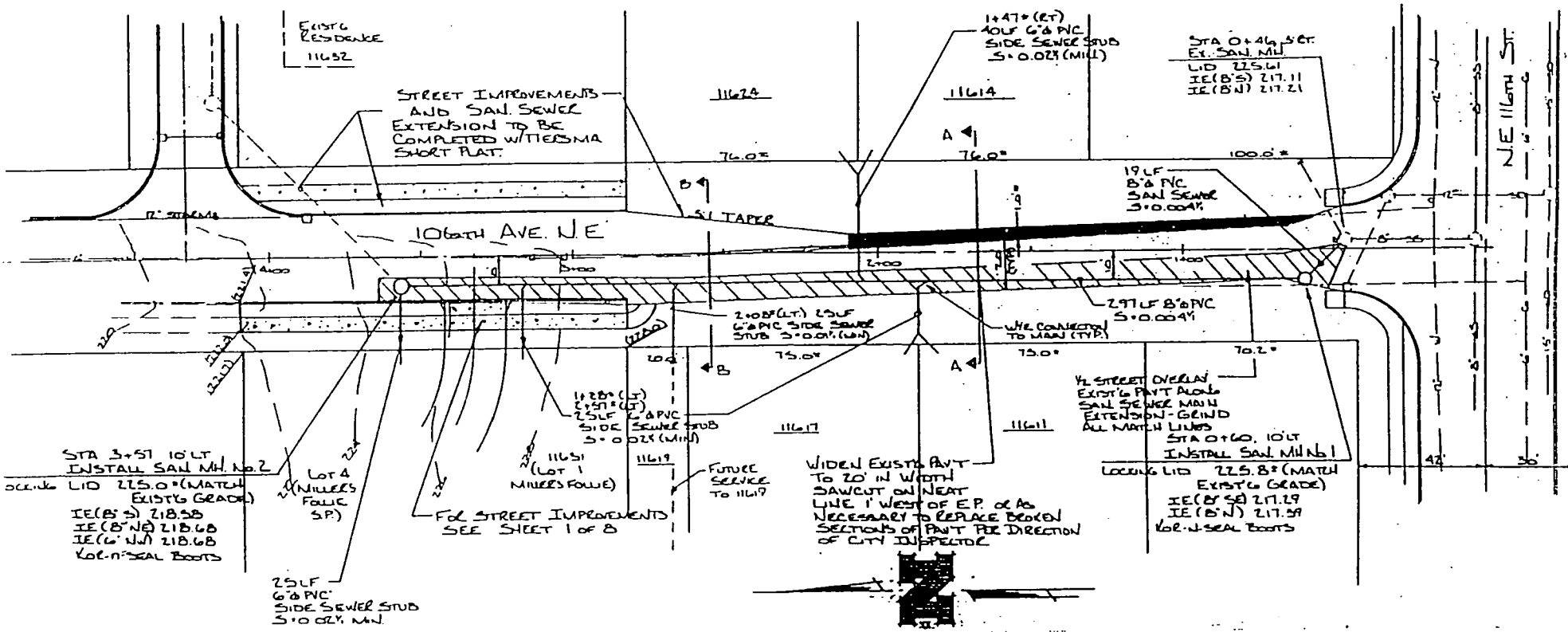
On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me, known to be the President and Secretary, respectively, of _____, the corporation that executed the Sewer Facilities 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: _____





Miller's Follies Short Plat

Latecomer's Assessment Role

"Name of Plat"

REF NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Total Area	Dir. Ben. Area	Gen. Ben. Area	Dir. Ben. Cost	Gen. Ben. Cost	Total Cost	Reimburse @ 85%	City @ 15%
1	312670-0007	Victor Taira & Barbara 10620 SE 23rd Bellevue, WA 98004	Lot 1, Harris Juanita Acres Addition, S 100' of W 1/4	14,924	14,924	14,924	\$5,427.25	\$1,177.45	\$6,604.70	\$5,613.99	\$990.70
2	31267-0005	Jason Triche 11624 106th Lane Kirkland, WA 98033	Lot 1, Harris Juanita Acres Addition W 1/4 less S 176'	11,369	11,369	11,369	\$4,134.44	\$896.97	\$5,031.41	\$4,276.70	\$754.71
3							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS				26,293	26,293	26,293	\$9,561.69	\$2,074.42	\$11,636.11	\$9,890.69	\$1,745.42

Developer/Company Owned Property

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Total Area	Dir. Ben. Area	Gen. Ben. Area	Dir. Ben. Cost	Gen. Ben. Cost
9	312720-0035	Gregory Griffis	Lots 1 & 4 Miller's Follies SP, Rec No. 9607039003	16,579	16,579	16,679	\$6,029.10	\$1,315.91
10	312720-0041	Irene Mae Slavsky 11611 106th NE Kirkland, WA 98033	Lot 10, Harris Juanita Acres, S 75' of N 20' less S 128', less W 85'	9,600	9,600	9,600	\$3,491.13	\$757.40
11	312720-0044	John Tuschoff 11619 106th NE Kirkland, WA 98033	Lot 10, Harris Juanita Acres, less E 128' S of N 20', less S 128'	13,160	13,160	13,160	\$4,785.75	\$1,038.28
12	312720-0043	Eugene Sutherland P.O. Box 3448 Kirkland, WA 98083	Lot 10, Harris Juanita Acres, N 275' of N95' of E128'	9,600	9,600	9,600	\$3,491.13	\$757.40
13	312670-0006	Tommy O. Svege 11614 106th NE Kirkland, WA 98033	Lot 1, Harris Juanita Acres, N 76' of S 176' of W 1/4	11,369	11,369	11,369	\$4,134.44	\$896.97
14	312670-0030	Brian O. Mulligan 11632 106th Ave NE Kirkland, WA 98033	Lots 1-4 Tiersma Short Plat Rec. No. 9603049004	56,439		56,439	\$0.00	\$4,452.83
15	312670-0030	Brian O. Mulligan 11632 106th Ave NE Kirkland, WA 98033	Lot 5 Tiersma Short Plat Rec. No. 9603049004	18,795	18,795	18,795	\$6,834.97	\$1,482.86
TOTALS				135,542	79,103	135,642	\$28,766.52	\$10,701.65
TOTAL BENEFIT AREA				161,835	SQ. FT.			

Calculation of the Cost Per Square Foot:

BENEFIT AREA in square feet	161,835
TOTAL CONSTRUCTION COST	\$48,433.66
ENGINEERING COST	\$2,670.63
yields a TOTAL COST of	\$51,104.28

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)] =	\$0.0789
[(75%) x (Total Cost)/(TDFA)] =	\$0.3637

