

RESOLUTION R- 4187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITY AGREEMENT WITH HINCY HOMES INC. AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the improvement of public health is furthered by adequate and sanitary sewer systems; and

WHEREAS, the Washington State Legislature enacted the Municipal Water and Sewer Facilities Act (RCW 35.91.010 et seq.) in furtherance of this goal and authorizing municipalities to enter into agreements of this nature; and

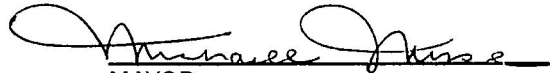
WHEREAS, the City of Kirkland concludes entering into this agreement will promote this goal,

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 execute on behalf of the City the Sewer Facility Agreement between the City and Hincy Homes, Inc. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 1st day of June, 1999.

Signed in authentication thereof this 1st day of June, 1999.


MAYOR

Attest:


City Clerk

reso\Hincyagr



SEWER FACILITY 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 **Hincy Homes Inc.**, 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 4 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 4 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 **\$50,905**, 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 **13422 NE 186th Street, Woodinville, Washington 98072** until such time as Developers shall have received the total sum of **\$33,914.80**, 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 4 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: _____

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

(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

(Name of Corporation)

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 _____ 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.

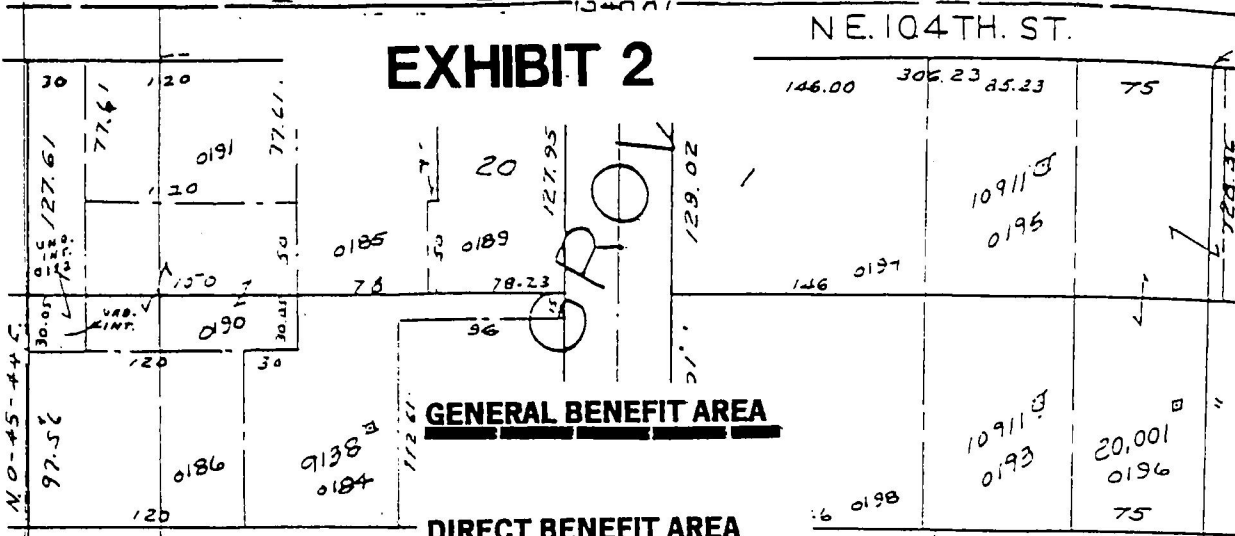
WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary's Signature

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

EXHIBIT 2

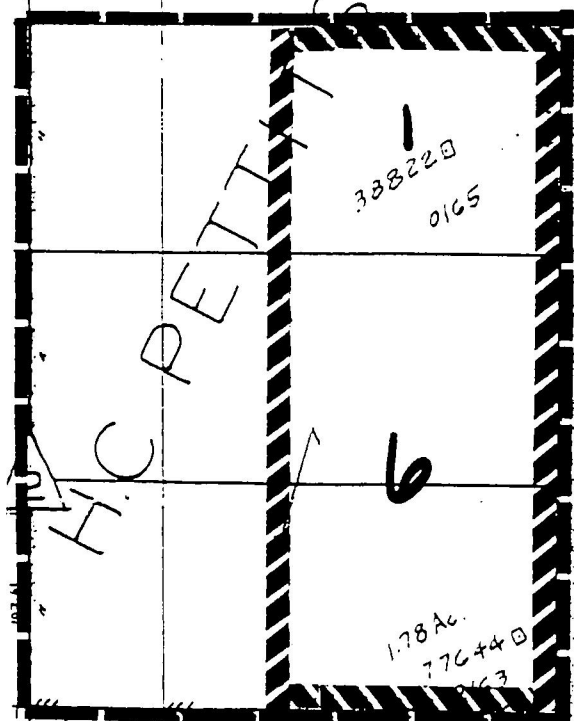
NE 104TH ST.



GENERAL BENEFIT AREA

DIRECT BENEFIT AREA

DEVELOPER'S PROPERTY

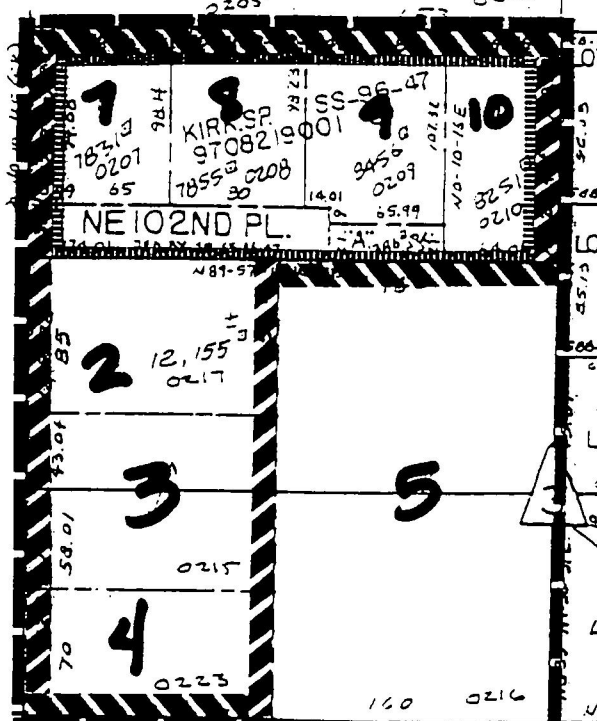


HIC PETTING

388220
0165

6

1.78 Ac.
776440
0163



NE 102ND PL.

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12,155
0217

8

9

10

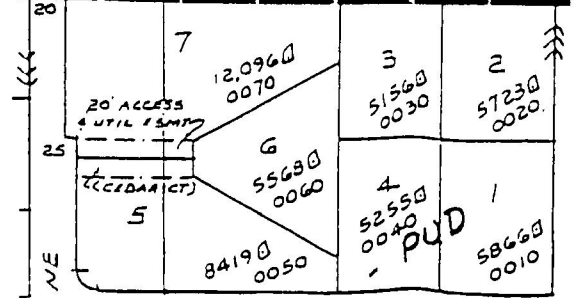
2
12,155
0217

3

4

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26TH AVE. NE.



20 ACCESS
& UTIL (UTILITY)

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0070

3
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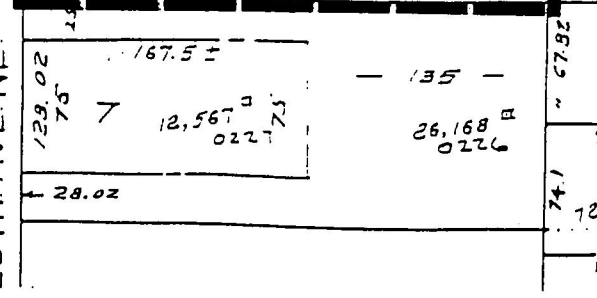
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55630
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7
12,567
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167.5

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26,168
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26TH AVE. NE.

EXHIBIT 3

Hincy Short Plat **Latecomer's Assessment Role**
Name of Plat

REF NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	TOTAL AREA	Dir. Ben. Area	Dir. Ben. Cost	Gen. Ben. Area	Gen. Ben. Cost	Total Cost	Reimburse @ 85%	City @ 15%
1	674370-0165	Donna J. Poston 10215 126th Ave NE Kirkland, WA 98033	Lot 17, Block 2 Pettits HC Alder Grove	38822	19200	\$5,785.94	38822	\$2,186.89	\$7,972.83	\$6,776.91	\$1,195.92
2	764370-0217	Nancy A. Stephens 10209 126th Avenue NE Kirkland, WA 98033	The north 85' of Lot 5 Block 3 Pettits HC Alder Grove, less the east 160'	12155	12155	\$3,662.92	12155	\$684.71	\$4,347.63	\$3,695.48	\$652.14
3	674370-0215	Donald S. Gillard 10064 126th Ave NE Kirkland, WA 98033	The south 43.04' of Lot 5 and north 58.01' of Lot 6, Block 3 Pettits HC Alder Grove	14140	14140	\$4,261.10	14140	\$796.52	\$5,057.63	\$4,298.98	\$758.64
4	674370-0223	Michael J. Donnelly P.O. Box 930 Quincy, WA 98848	The south 70' of Lot 6 Block 3 Pettits HC Alder Grove, less the east 160'	9800	9800	\$2,953.24	9800	\$552.05	\$3,505.29	\$2,979.49	\$525.79
5	674370-0216	Garold Nelson/Michael Primeau 22631 SE 16th Place Issaquah, WA 98027	The east 160' of Lot 5-6 Block 3	40960	0	\$0.00	40960	\$2,307.33	\$2,307.33	\$1,961.23	\$346.10
6	674370-0163	Esther Watt 10215 126th Ave NE Kirkland, WA 98033	Lots 15 and 16 Block 2, Pettits HC Alder Grove	77644	39000	\$11,752.69	77644	\$4,373.79	\$16,126.47	\$13,707.50	\$2,418.97
TOTALS				193521	94295	\$28,415.88	193521	\$10,901.29	\$39,317.17	\$33,419.59	\$5,897.58

EXHIBIT 4

Hincy Short Plat Developer Owned Property
Name of Plat

REF NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	TOTAL AREA	Dir. Ben. Area	Dir. Ben. Cost	Gen. Gen. Area	Gen. Ben. Cost	Total Cost
7	674370-207	Hincy Homes Inc. 13422 NE 186th Street Woodinville, WA 98072	Lot 17, Block 2 Pettits HC Alder Grove	7847	7847	\$2,364.70	7847	\$442.03	\$2,806.73
8	674370-208	Hincy Homes Inc. 13422 NE 186th Street Woodinville, WA 98072	The north 85' of Lot 5 Block 3 Pettits HC Alder Grove, less the east 160'	7854	7854	\$2,366.81	7854	\$442.43	\$2,809.24
9	674370-209	Hincy Homes Inc. 13422 NE 186th Street Woodinville, WA 98072	Lot 3 Kirkland SS 96-47	8446	8446	\$2,545.21	8446	\$475.77	\$3,020.98
10	674370-210	Hincy Homes Inc. 13422 NE 186th Street Woodinville, WA 98072	Lot 4 Kirkland SS 96-47	8250	8250	\$2,486.15	8250	\$464.73	\$2,950.88

TOTALS	32397	32397	\$9,762.87	32397	\$1,824.96	\$11,587.83
TOTAL BENEFIT AREA	225918					

Circulation of the Cost Per Square Foot:

BENEFIT AREA in square feet	225,918
TOTAL CONSTRUCTION COST	\$47,171.00
ENGINEERING COST	\$3,000.00
yields a TOTAL COST of	\$50,905.00

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) = .25 x 50,905/225,918 = \$0.056331279
[(75%) x (Total Cost)]/(TDFA) = .75 x 50,905/126,692 = \$0.301350914