

RESOLUTION R- 4262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITY AGREEMENT WITH KIRKLAND DEVELOPMENT, 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 Kirkland Development, Inc. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 17th day of October, 2000.

Signed in authentication thereof this 17th day of October, 2000.

MAYOR

Attest:

City Clerk

reso\KirkDev



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 **Kirkland Development Company, 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 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 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 **\$ 207,124**, 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 **Kirkland Development Company, Inc. 5612 Lake Washington Boulevard NE, Suite 100, Kirkland, WA 98033** until such time as Developers shall have received the total sum of **\$72,637**, 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 _____ day of _____, _____.

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, Washington, this _____ day of _____.

(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 _____, 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 & Water Facilities Agreement Pursuant to Chapter 35.91 Revised Code of Washington, 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 _____, 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 & Water Facilities Agreement Pursuant to Chapter 35.91 Revised Code of Washington, 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 _____, _____, 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 & Water Facilities Agreement Pursuant to Chapter 35.91 Revised Code of Washington, 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.

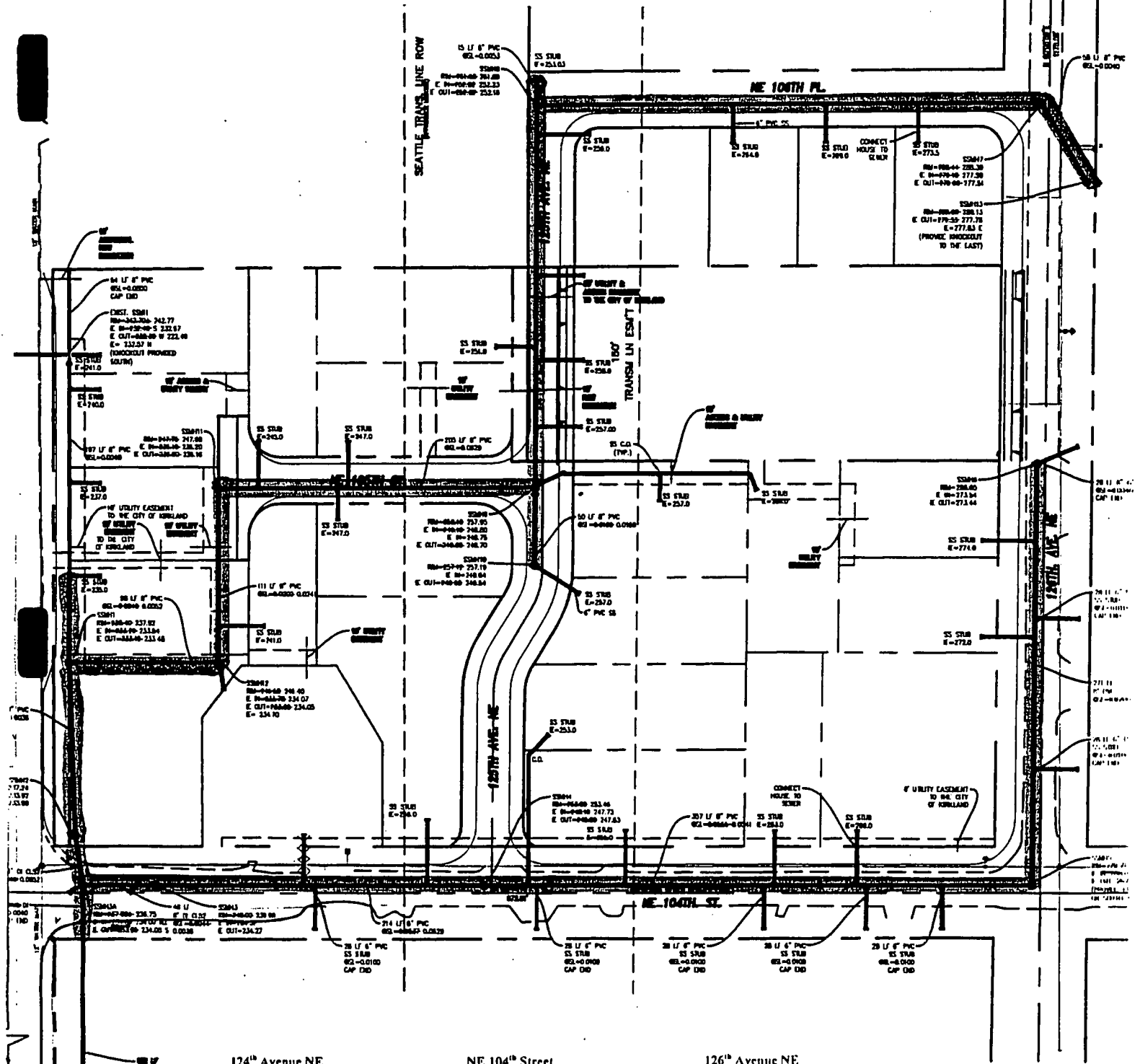
Notary's Signature

Print Notary's Name

Notary Public in and for the State of Washington, Residing at: _____

My commission expires: _____

EXHIBIT A



124th Avenue NE
 164' 8" PVC Sewer Main
 61' 8" DI Sewer Main
 80' 6" PVC Side Sewer
 2 Manholes

125th Avenue NE
 307' 8" PVC Sewer Main
 348' 6" Side Sewer
 2 Manholes

NE 104th Street
 619' 8" PVC Sewer Main
 388' 6" PVC Side Sewer
 4 Manholes

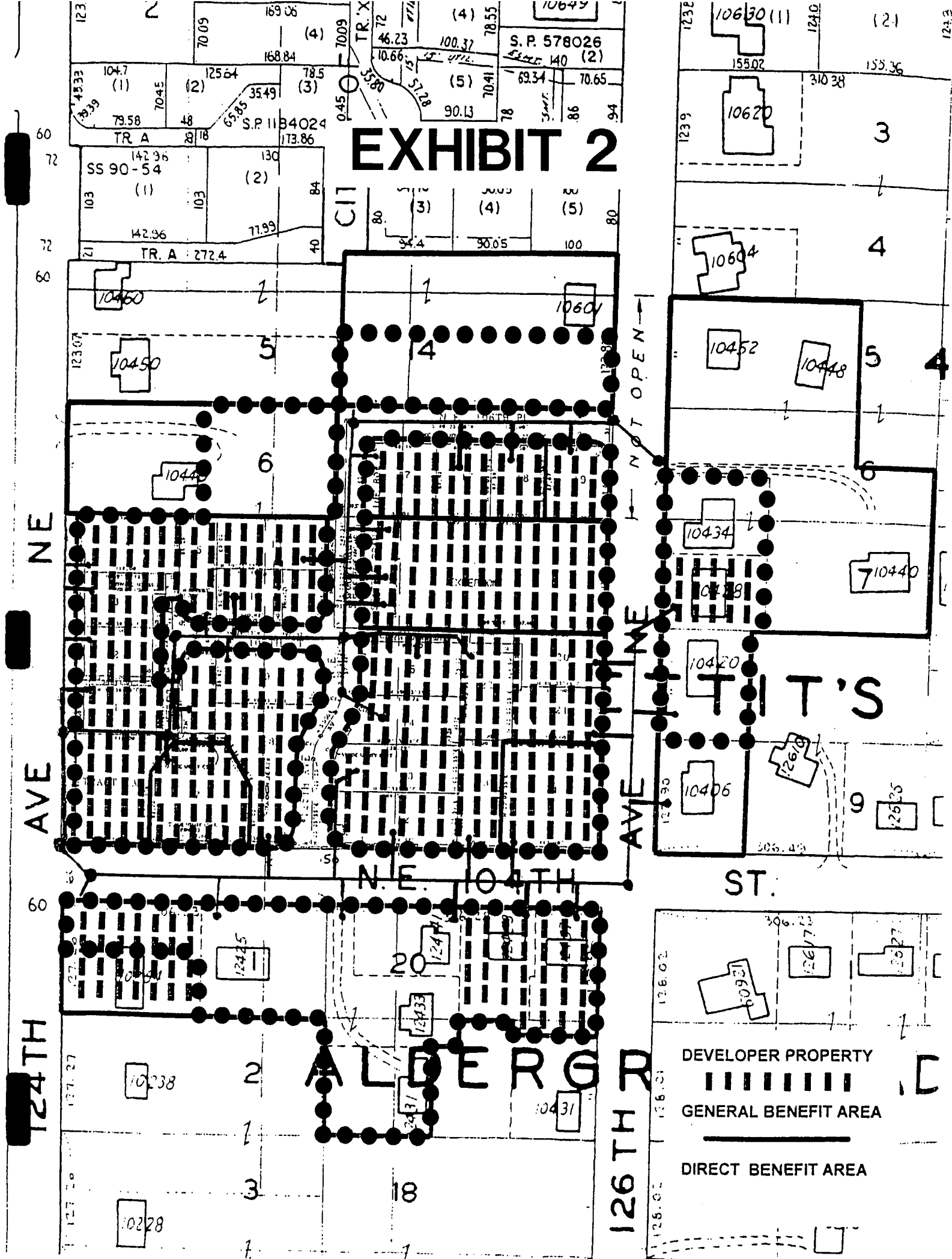
NE 105th Street
 205' 8" PVC Sewer Main
 80' 6" PVC Side Sewer
 1 Manhole

126th Avenue NE
 329' 8" PVC Sewer Main
 154' 6" Side Sewer
 2 Manholes

Internal
 209' 8" PVC Sewer Main
 45' 6" PVC Side Sewer
 1 Manhole

NE 106th Place
 329' 8" PVC Sewer Main
 75' 6" PVC Side Sewer
 2 Manholes

EXHIBIT 2



MAP REF #	TAX PARCEL #	OWNER	LEGAL *	AREA SF	DIRECT BENEFIT @ \$.4050 /SF		GENERAL BENEFIT @ \$.0983 /SF		TOTAL COST	REIMBURSEMENT	
					AREA SF	COST	AREA SF	COST		KDC @ 85%	CITY @ 15%
1	674370-0097-08	Ives, Thora B. 12425 NE 104th St. Kirkland, WA 98033	Lot 1, Blk. 2, H.C. Pettis Alder Grove Addition to Kirkland; E 146'	18,542	18,542	\$ 7,510	18,542	\$ 1,822	\$ 9,332	\$ 7,933	\$ 1,400
2	674370-0191-03	Sadler, John C. & Lisa M. 12441 NE 104th St. Kirkland, WA 98033	Lot 20, Blk. 2, H.C. Pettis Alder Grove Addition to Kirkland; E 120' of W 150' less S 50'	8,400	8,400	3,402	8,400	826	4,228	3,594	634
3	674370-0190-04	Goode, Michael C. & Catherine 12433 NE 104th St. Kirkland, WA 98033	Lots 19 & 20, Blk. 2 H.C. Pettis Alder Grove Addition to Kirkland; E 120' of W 150'	9,600	9,600	3,888	9,600	943	4,832	4,107	725
4	674370-0186-00	Polley, Patricia R. 12435 NE 104th St. Kirkland, WA 98033	Lot 19, Blk. 2, H.C. Pettis Alder Grove Addition to Kirkland; W 120' less N 30.05'	11,640	11,640	4,715	11,640	1,144	5,859	4,980	879
5	674370-0335-00	Caskey, Randolph L. & Sally R. 10406 126th Ave NE Kirkland, WA 98033	Lot 9, Blk. 4, H.C. Pettis Alder Grove Addition to Kirkland; W 103'	12,669			12,669	1,245	1,245	1,058	187
6	674370-0331-04	Chiang, Ted F. 10420 126th Ave NE Kirkland, WA 98033	Lot 8, Blk. 4, H.C. Pettis Alder Grove Addition to Kirkland; W 103'	12,669	12,669	5,131	12,669	1,245	6,377	5,420	956
7	674370-0322-05	Spring, Clifford V. 10434 126th Ave NE Kirkland, WA 98033	Lots 6 & 7, Blk. 4, H.C. Pettis Alder Grove Addition to Kirkland; ptn. of S 1/2 of 6 & ptn. of 7...	9,775	9,775	3,959	9,775	961	4,920	4,182	738
8	674370-0320-07	McDonald, A.W. 10440 126th Ave NE Kirkland, WA 98033	Lots 6 & 7, Blk. 4, H.C. Pettis Alder Grove Addition to Kirkland; S 1/2 of 6 & all of 7 less	36,630			36,630	3,600	3,600	3,060	540

EXHIBIT 3

MAP REF #	TAX PARCEL #	OWNER	LEGAL	AREA SF	DIRECT BENEFIT @ \$.4884 /SF		GENERAL BENEFIT @ \$.08 /SF		TOTAL COST	REIMBURSEMENT	
					AREA SF	COST	AREA SF	COST		KDC @ 85%	CITY @ 15%
9	674370-0317-02	Hewitt, Karen E. 10448 126th Ave NE Kirkland, WA 98033	Lots 5 & 6, Blk. 4, H.C. Pettits Alder Grove Addition to Kirkland; W 120' of E 210'	22,200			22,200	2,182	2,182	1,855	327
10	674370-0316-03	Plavcic, Ibro H. & Nevzeta H. 10452 126th Ave NE Kirkland, WA 98033	Lots 5 & 6, Blk. 4, H.C. Pettits Alder Grove Addition to Kirkland; Lot 5 & N 1/ of 6 less	14,000			14,000	1,376	1,376	1,170	206
11	674370-0070-09	Tamura, Mable H. 10601 126th Ave NE Kirkland, WA 98033	Lots 14 & 15, Blk. 1, H.C. Pettits Alder Grove Addition to Kirkland; 14 & S 43.83' of 15	57,499	28,749	11,644	57,499	5,651	17,295	14,701	2,594
12	674370-0030-08	Horizon Building, Inc. 2810 Eastlake Avenue East Seattle, WA 98102-3087	Lot 6, Blk. 1, H.C. Pettits Alder Grove Addition to Kirkland	37,872	18,936	7,670	37,872	3,722	11,392	9,682	1,709
TOTALS				251,496	118,311	\$ 47,920	251,496	\$ 24,717	\$ 72,637	\$ 61,741	\$ 10,896

* All according to plat thereof recorded in Volume 21 of Plats, page 83, in King County, Washington

ASSESSMENT CALCULATIONS			
TOTAL BENEFIT AREA:		SF:	526,874
GENERAL			526,874
DIRECT			383,529
TOTAL PROJECT COST		\$	207,124
COST/SQUARE FOOT:			
GENERAL	@ 25%	\$	0.0983
DIRECT	@ 75%	\$	0.4050

EASTWOOD PARK

DEVELOPER PROPERTY ROLE

MAP REF #	TAX PARCEL #	OWNER	LEGAL *	TOTAL AREA SF	DIRECT BENEFIT @ \$.4050 /SF		GENERAL BENEFIT @ \$.0983 /SF		TOTAL COST
					AREA SF	COST	AREA	COST	
A	874370-0086-09	Morris, Gregory S. & Anderson, Kristin A. 12419 NE 104th St. Kirkland, WA 98033	Lot 1, Blk. 2, H.C. Pettis Alder Grove Addition to Kirkland	20,320	10,160	\$ 4,115	20,320	\$ 1,997	\$ 6,112
B	874370-0185-01	Benefeld, James M. & Debora 12453 NE 104th St. Kirkland, WA 98033	Lot 20, Blk. 2, H.C. Pettis Alder Grove Addition to Kirkland; E 62' of W 232' less E 4' of S 50'	10,414	10,414	\$ 4,218	10,414	\$ 1,023	\$ 5,242
C	874370-0189-07	Fisher, Kurt A. & Cindy Lee 12459 NE 104th St. Kirkland, WA 98033	Lot 20, Blk. 2, H.C. Pettis Alder Grove Addition to Kirkland; less W 232' w/ E 4' of S 50'	9,398	9,398	\$ 3,807	9,398	\$ 924	\$ 4,730
D	221809-0010	Select Homes, Inc. 18814 13th Avenue West Lynnwood, WA 98037	Lot 1, Eastwood Park Div. 1	7,079	7,079	\$ 2,867	7,079	\$ 696	\$ 3,563
	221809-0020		Lot 2, Eastwood Park Div. 1	5,858	5,858	2,373	5,858	578	2,948
	221809-0030		Lot 3, Eastwood Park Div. 1	8,416	8,416	2,598	8,416	831	3,229
	221809-0040		Lot 4, Eastwood Park Div. 1	7,796	7,796	3,158	7,796	766	3,924
	221809-0050		Lot 5, Eastwood Park Div. 1	5,307	5,307	2,150	5,307	522	2,671
	221809-0060		Lot 6, Eastwood Park Div. 1	4,568	4,568	1,849	4,568	449	2,298
	221809-0080		Lot 8, Eastwood Park Div. 1	11,225	11,225	4,547	11,225	1,103	5,650
	221809-0090		Lot 9, Eastwood Park Div. 1	7,315	7,315	2,963	7,315	719	3,682
	221809-0100		Lot 10, Eastwood Park Div. 1	7,427	7,427	3,008	7,427	730	3,738
	221809-0110		Lot 11, Eastwood Park Div. 1	7,499	7,499	3,037	7,499	737	3,774
	221809-0120		Lot 12, Eastwood Park Div. 1	8,909	8,909	3,608	8,909	878	4,484
	221809-0130		Lot 13, Eastwood Park Div. 1	7,915	7,915	3,206	7,915	778	3,984
	221809-0140		Lot 14, Eastwood Park Div. 1	8,800	8,800	2,754	8,800	668	3,423
	221809-0150		Lot 15, Eastwood Park Div. 1	8,537	8,537	3,458	8,537	839	4,297
	221809-0160		Lot 16, Eastwood Park Div. 1	7,181	7,181	2,909	7,181	708	3,614
	221809-0170		Lot 17, Eastwood Park Div. 1	5,471	5,471	2,216	5,471	538	2,754
	221809-0180		Lot 18, Eastwood Park Div. 1	5,478	5,478	2,218	5,478	538	2,756
	221809-0200		Lot 20, Eastwood Park Div. 1	6,438	6,438	2,608	6,438	633	3,240
	221809-0210		Lot 21, Eastwood Park Div. 1	6,252	6,252	2,532	6,252	614	3,147
	221809-0220		Lot 22, Eastwood Park Div. 1	7,369	7,369	2,985	7,369	724	3,709
	221809-0230		Lot 23, Eastwood Park Div. 1	6,217	6,217	2,518	6,217	611	3,129
			Tract A, Eastwood Park	11,387	11,387	4,612	11,387	1,119	5,731
E	221809-0240	Banks, Michael 12452 NE 104th St. Kirkland, WA 98033	Lot 24, Eastwood Park Div. 1	14,069	14,069	\$ 5,698	14,069	\$ 1,383	\$ 7,081
F	221809-0070	William V. Hughes 12410 NE 104th Street Kirkland, WA 98033	Lot 7, Eastwood Park Div. 1	12,536	12,536	\$ 5,078	12,536	\$ 1,232	\$ 6,310
G	221809-0190	Jason Patel 10452 128th Ave NE Kirkland, WA 98033	Lot 19, Eastwood Park Div. 1	6,085	6,085	\$ 2,465	6,085	\$ 598	\$ 3,063
H	874370-0060-01	Schmauder, Jan 417 First Avenue Kirkland, WA 98033	Lot 12, H.C. Pettis Alder Grove Addition to Kirkland	34,341	34,341	\$ 13,909	34,341	\$ 3,375	\$ 17,284
I	874370-0325-02	Scholl, Wendy S. 1710 NE 98th Street Seattle, WA 98115	Lot 7, Blk. 4, H.C. Pettis Alder Grove Addition to Kirkland	9,775	9,775	\$ 3,959	9,775	\$ 961	\$ 4,920
TOTALS				275,378	265,218	\$ 107,423	275,378	\$ 27,064	\$ 134,487

* All according to plat thereof recorded in Volume 21 of Plats, page 83, in King County, Washington

ASSESSMENT CALCULATIONS			
TOTAL BENEFIT AREA:	SF:	526,874	
GENERAL		526,874	
DIRECT		383,529	
TOTAL PROJECT COST	\$	207,124	
COST/SQUARE FOOT:			
GENERAL	@ 25%	\$ 0.0983	
DIRECT	@ 75%	\$ 0.4050	

EXHIBIT 4