

RESOLUTION R- 4425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITY AGREEMENT WITH HORIZON BUILDING, 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 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; and

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

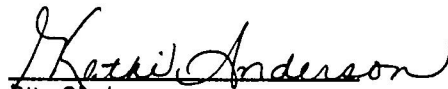
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City the Sewer Facility Agreement between the City and Horizon Building, Inc. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 17th day of February, 2004.

Signed in authentication thereof this 17th day of February, 2004.


MAYOR

Attest:


City Clerk



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 Horizon Building, Inc. hereinafter referred to as "Developer":

WITNESSETH

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

Section 2. Upon completion of said sewer 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 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 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 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 pro rata share of the cost of construction of said facility.

Section 5. For the purposes of determining such "fair pro rata share" the cost of construction of said facility shall be considered to be \$130,352.00 provided, however, the City may adjust said cost to reflect the true and final cost of construction of said facility. The "FAIR PRO RATA SHARE" of the cost of construction as 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 pro rata 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 Developer at 2810 Eastlake Avenue East, Seattle, WA 98102 until such time as Developer shall have received the total sum of \$37,740.98, 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 Developer 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 Developer, 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 pro rata share" to Developer 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 the sewer improvement, whether local or general, is or will be assessed against the owners of real property and such 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 or any such improvement, separately itemized, and in such assessments, a sum equal to the amount provided for in this agreement as a fair pro rata share due from such owners in accordance with the provisions of this agreement.

Section 9. No person, firm, or corporation, other than Developer's, as to the real property identified as owned by Developer 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 pro rata share as herein provided.

DATED at Kirkland, Washington, this _____ day of _____, _____.

CITY OF KIRKLAND:

DEVELOPER:

CITY MANAGER FOR THE City of Kirkland
KIRKLAND WHO IS AUTHORIZED TO
EXECUTE THIS AGREEMENT ON
BEHALF OF SAID CITY BY VIRTUE
OF RESOLUTION NO. _____

By: _____

By: _____

(Corporations Only)

OWNER(S) OF REAL PROPERTY

(Name of Corporation)_____
By President_____
By Secretary**(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 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.

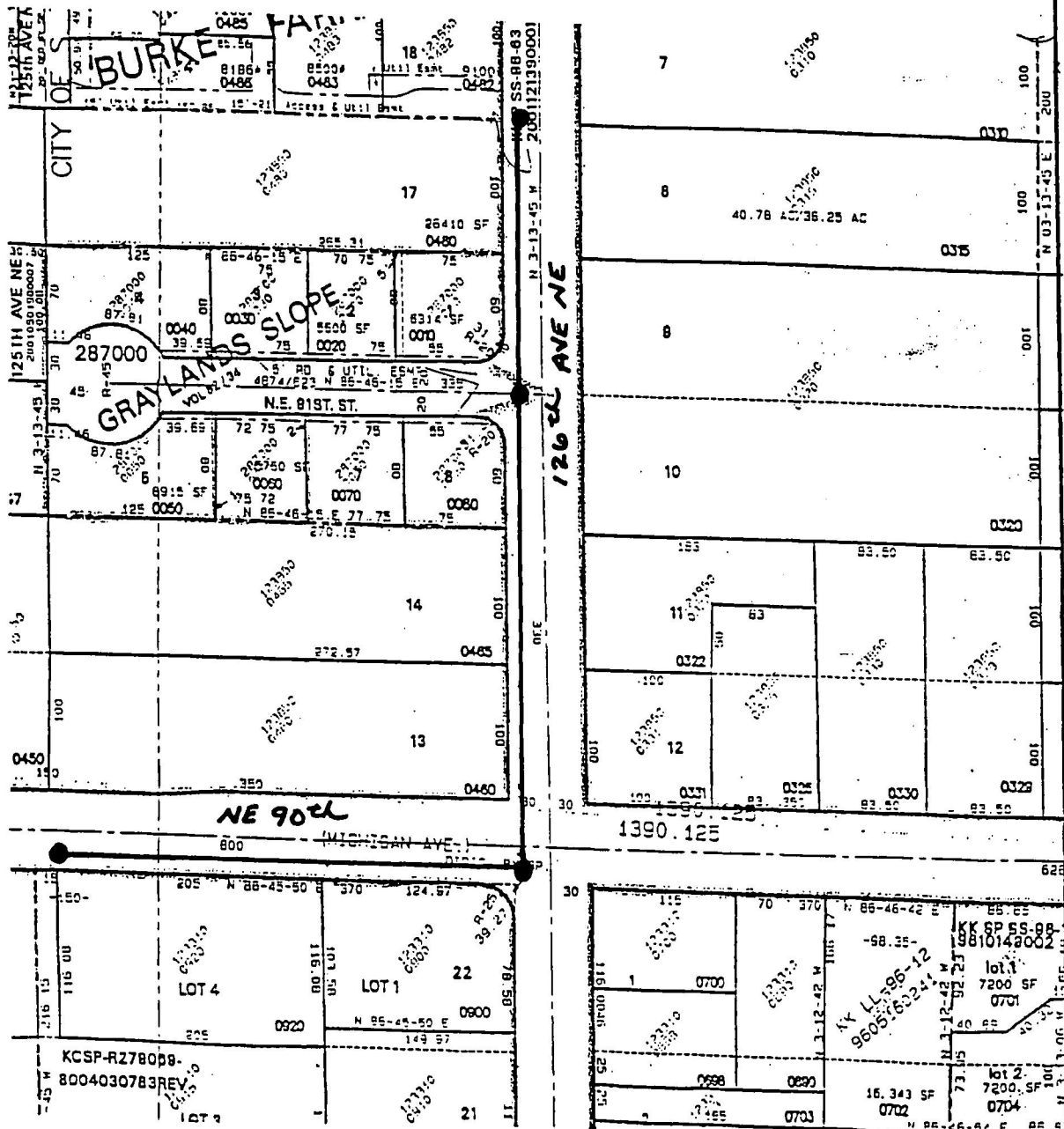
WITNESS my hand and official seal hereto affixed the day and year first above
 written.

Notary's Signature_____
Print Notary's Name

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

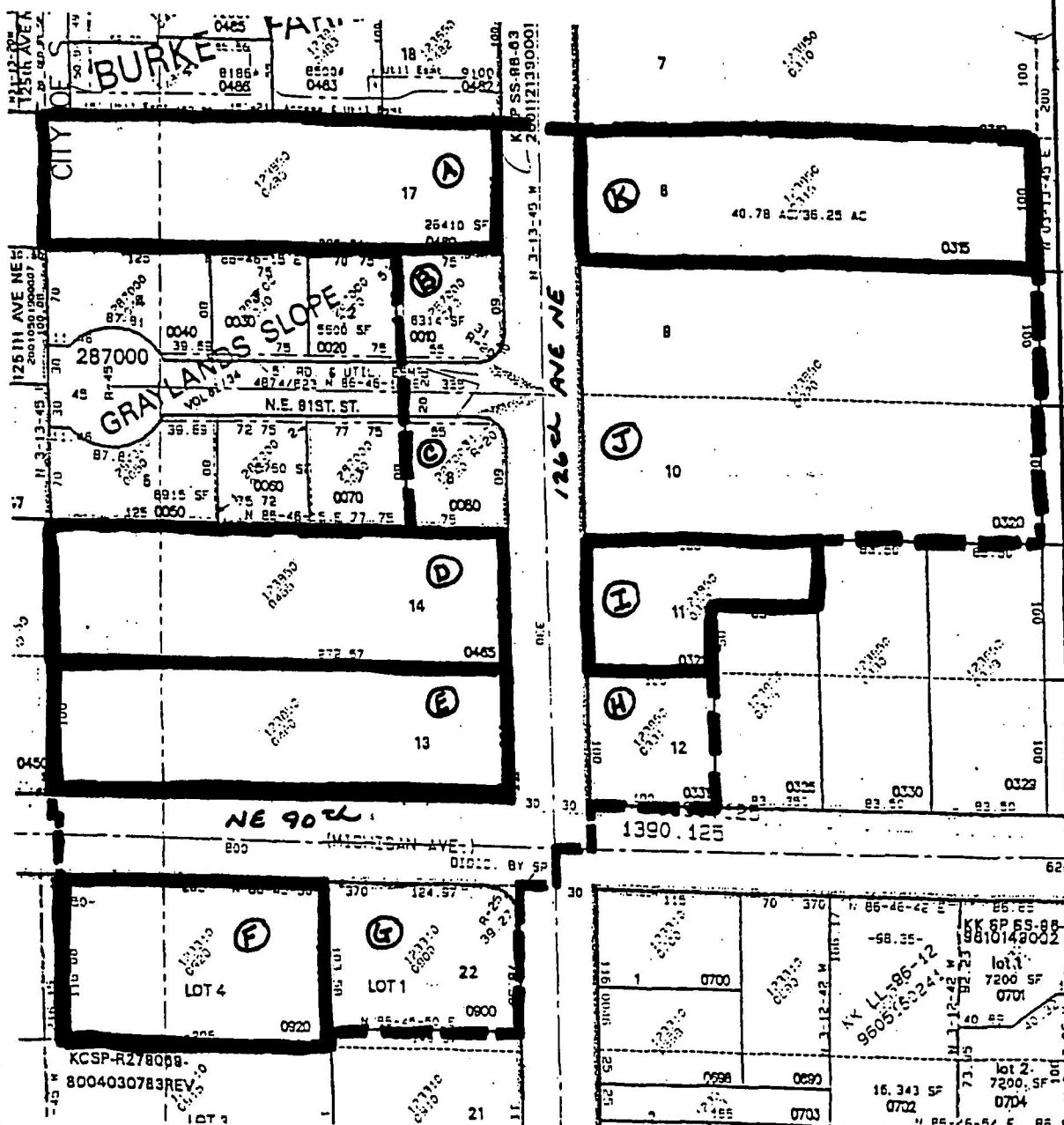
My commission expires: _____

Exhibit 1



Hunter's Draw Sewer Extension

Exhibit 2



Developer's Property
and Pre-Paid Properties

Benefit Area

Hunter's Draw Sewer Reimbursement - Benefit Area

EXHIBIT 3

Ref.	Tax/Parcel No.	Owner/Address	Legal Description	Front Footage (LF)	Benefit Cost/Ft	Total Cost	Reimburse Developer @ 85%	Reimburse City @ 15%
B	287000-0010	Fidel & Cheryl Galindo - 9105 126th Ave NE Kirkland, WA. 98033	Lot 1, Graylands Slope, according to the plat thereof recorded in volume 82 of plats, page 34, in King County, Washington	60	\$81.47	\$4,888.20	\$4,154.97	\$733.23
C	287000-0080	Corey Peterson 9025 126th Ave. NE Kirkland, Wa. 98033	Lot 8 of Graylands Slope, as per plat recorded in volume 82 of plats, page 34, records of King County, Washington	60	\$81.47	\$4,888.20	\$4,154.97	\$733.23
G	123310-0900	James & Judy Crabb - 12525 NE 90th St. Kirkland, WA. 98033	Parcel 1 of Revised King County Short Plat No. 279068 recorded under recording number 8004030783 being a revision of Short Plat, recorded under recording number 7910160910, being a subdivision of Lots 21 and 22, Block 15, Burke and Farrar's Kirkland Addition to the City of Seattle, Division No. 8 according to the plat thereof recorded in Volume 19 of Plats, page 68, in King County Washington.	125	\$81.47	\$10,183.75	\$8,656.19	\$1,527.56
H	123850-0331	Eric & Jennifer Pence - 12604 NE 90th St. Kirkland, WA. 98033	West 100 feet of Lot 12, Block 39, Burke and Farrar's Kirkland Addition to the City of Seattle, Division No. 14, according to Plat recorded in Volume 20 of Plats, Page 14, in King County, Washington.	100	\$81.47	\$8,147.00	\$6,924.95	\$1,222.05
J	123850-0320	Kurt & Cindy Fisher - 9104 126th Ave. NE Kirkland, WA 98033	Lots 9 and 10, Block 39, Burke and Farrar's Kirkland Addition to the City of Seattle, Division No. 14, according to the Plat thereof recorded in Volume 20 of Plats, Page 14, in King County, Washington. Situate in County of King, State of Washington.	200	\$81.47	\$16,294.00	\$13,849.90	\$2,444.10

TOTALS	545	\$81.47	\$44,401.15	\$37,740.98	\$6,660.17
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Calculation of Cost Per Front Footage

DIRECT BENEFIT - TOTAL FRONT FOOTAGE

1,600

TOTAL PROJECT COST

\$130,352.00

COST PER FOOT

\$81.47

Hunter's Draw Sewer Reimbursement - Developer's Property and Pre-paid Properties

EXHIBIT 4

Ref.	Tax/Parcel No.	Owner/Address	Legal Description	Front Footage	Benefit Cost Per Foot	Total Cost
E	123850-0465	Horizon Building, Inc. 9005 126th Ave NE Kirkland, WA. 98033	Lot 13, Block 40, Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 4, according to the Plat thereof recorded in Volume 20 of Plats, Page 14, in King County, Washington.	450	\$81.47	\$36,661.50
A	123850-0480	Clarence & Sandra Stone 9115 126th Ave NE Kirkland, WA. 98033	Lot 17, Block 40, Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 14, according to the plat thereof recorded in volume 20 of plats, page 14, in King County, Washington	100	\$81.47	\$8,147.00
F	123310-9820	Wolfram & Linda Hansis - No Address-	Lot 2 of Short Plat No. 279070, according to the Short Plat recorded under King Co. recording No. 8004220690, and lots 3 and 4 of Short Plat No. 279069, according to the Short Plat recorded under King County recording No. 8004030783, said Short Plat being a revision of Short Plat No. 279069, recorded under King County recording No. 7910160910: Situate in the City of Kirkland, County of King, State of Washington.	205	\$81.47	\$16,701.35
K	123850-0315	Heather Skinner 9118 126th Ave NE, Kirkland Wa. 98033	Lot 8, Block 39, Burke and Farrar's Kirkland Addition, according to the Plat thereof recorded in volume 20 of Plats, Page 14, Records of King County, Washington. Situate in the County of King, State of Washington.	100	\$81.47	\$8,147.00
D	123850-0465	Crayton Etcheson 9015 126th Ave. NE Kirkland, WA. 98033	Lot 14, Block 40, Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 14, according to the plat thereof recorded in Volume 20 of Plats, page 14, in King County, Washington	100	\$81.47	\$8,147.00
I	123850-0322	Sound Quality Homes (No Address)	The West 183 feet of Lot 11, Block 39, Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 14, according to the Plat thereof recorded in Volume 20 of Plats, page 14, records of King County, Washington; except the south 50 feet of the east 83 feet of the west 183 feet of Lot 11	100	\$81.47	\$8,147.00

TOTALS	1,055	\$81.47	\$85,950.85
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