

RESOLUTION R- 4523

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITY AGREEMENT WITH MICHAEL TUTMARC 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 the development of adequate sanitary sewer systems; and

WHEREAS, the Washington State Legislature enacted the Municipal Water and Sewer Facilities Act, (Chapter 35.91 RCW,) in furtherance of this goal and authorized municipalities to enter into agreements with property owners for the construction of sanitary sewer facilities and the reimbursement of such owners by "latecomers"; and

WHEREAS, The City of Kirkland concludes entering into this agreement will promote the goal of the improvement of public health;

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 Michael Tutmarc. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 4th day of October, 2005.

Signed in authentication thereof this 4th day of October, 2005.


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 Michael Tutmarc 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 of 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 2 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 \$91,863.19, 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 220 Kirkland Ave # 202 Kirkland WA until such time as Developer shall have received the total sum of \$62,243.07, 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 a or 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. _____

MICHAEL TUTUARC
By: [Signature]
By: _____

(Corporations Only)

OWNER(S) OF REAL PROPERTY

TUTMARC ASSOCIATES, INC.
 (Name of Corporation)

[Signature]
 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

125th Ave NE Sewer Extension

Michael Tutmarc

Kirkland, WA

Blue - General Benefit Area

Orange - Direct Benefit Area

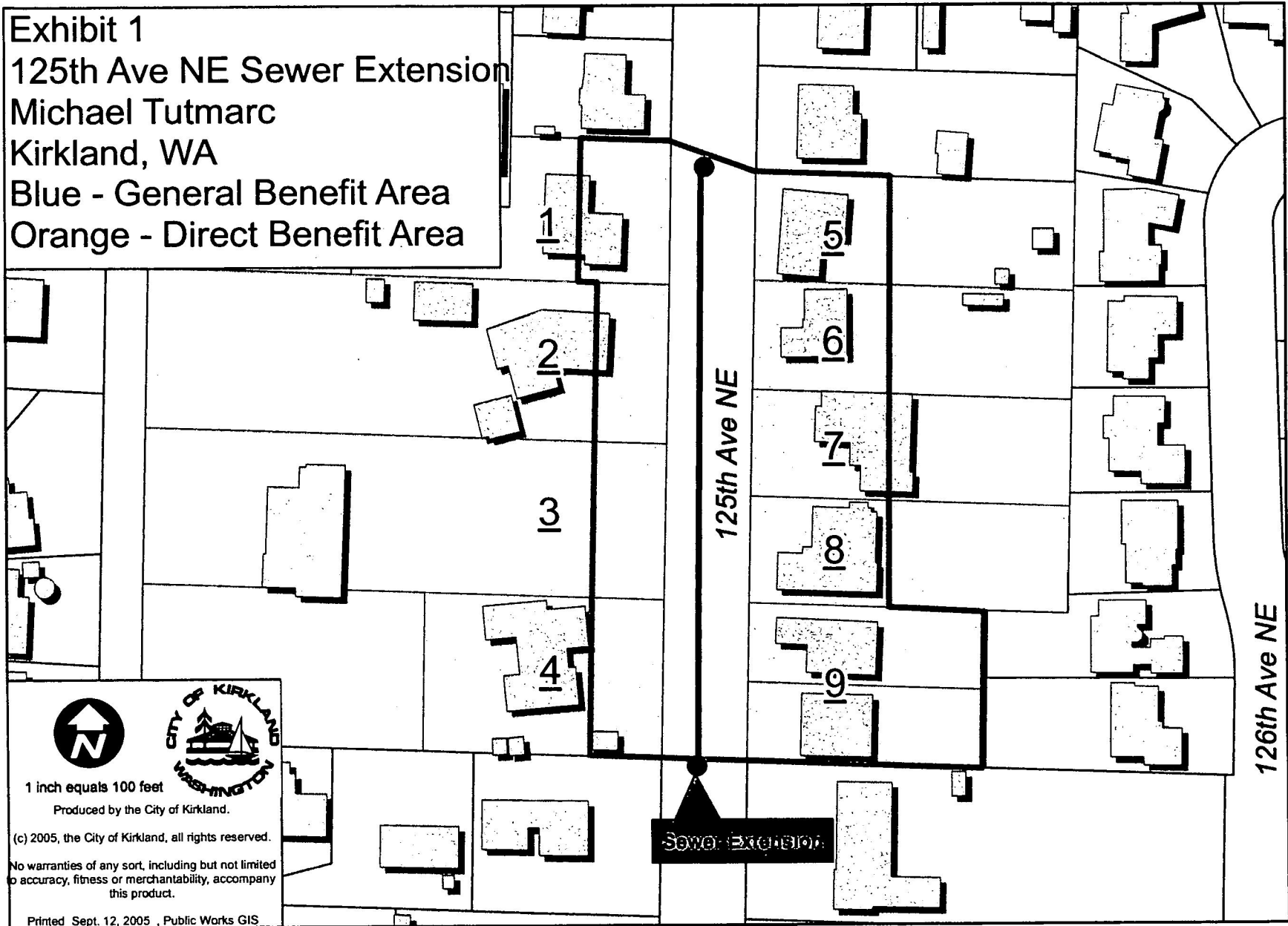


Exhibit 2

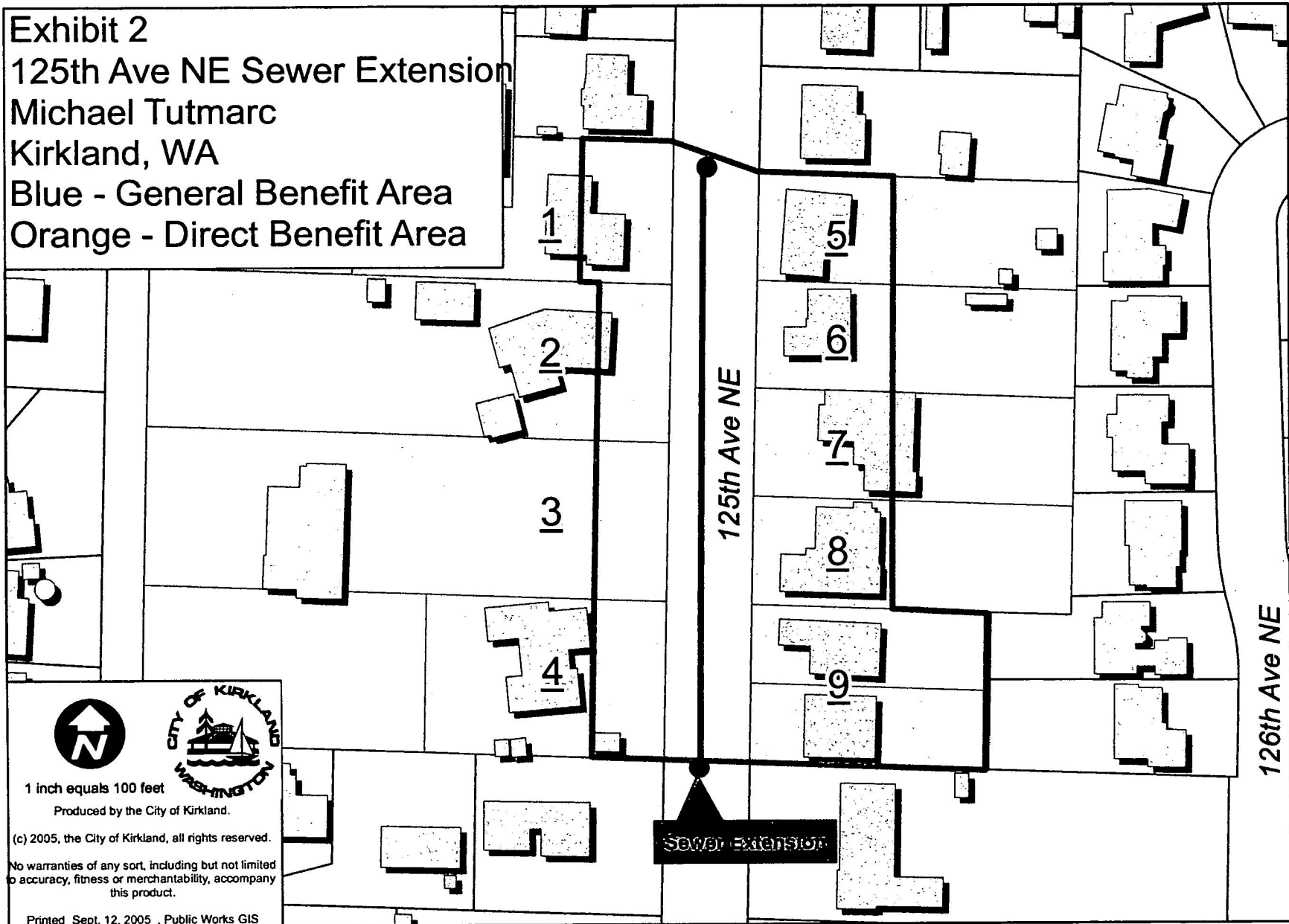
125th Ave NE Sewer Extension

Michael Tutmarc

Kirkland, WA

Blue - General Benefit Area

Orange - Direct Benefit Area



Tutmarc Short Plat Latecomer's Assessment Roll

EXHIBIT 3

Ref. No.	Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	Total Area (SF)	Direct Benefit Area (SF)	General Benefit Area (SF)	Direct Benefit Cost	General Benefit Cost	Total Cost	Reimburse Developer @ .85%	Reimburse City @ .15%
1	092505-9092	Steven & Monica Bland 6907 125th Avenue NE Kirkland, WA 98033	092505 92S 100 FT OF N 300 FT OF E 224 FTOF W 366 FT OF NW 1/4 OF SE 1/4 LESS N 50 FT OF W 112 FT	16,800	7,200	16,800	\$6,520.26	\$1,728.14	\$8,248.40	\$7,011.14	\$1,237.26
2	092505-9073	Standford H. Denton 6901 125th Avenue NE Kirkland, WA 98033	092505 73S 110 FT OF N 410 FT OF W 398 FTOF NW 1/4 OF SE 1/4 LESS POR FOR 125TH AVE NE & SUBJ TO C OF S	40,260	7,200	40,260	\$6,520.26	\$4,141.37	\$10,661.63	\$9,062.39	\$1,599.24
3	092505-9074	Standford H. Denton 6901 125th Avenue NE Kirkland, WA 98033	092505 74S 110 FT OF N 520 FT OF W 398 FTOF SE 1/4 LESS POR FOR 125TH AVENUE & SUBJ TO C OF S TRANS LN	40,260	7,200	40,260	\$6,520.26	\$4,141.37	\$10,661.63	\$9,062.39	\$1,599.24
4	092505-9088	William & Ane Phillips 6705 125th Avenue NE Kirkland, WA 98033	092505 88S 110 FT OF N 630 FT OF W 388 FTOF NW 1/4 OF SE 1/4 LESS W 198 FT	18,480	7,200	18,480	\$6,520.26	\$1,900.96	\$8,421.22	\$7,158.03	\$1,263.18
5	092505-9144	Willis McKinney 6908 125th Avenue NE Kirkland, WA 98033	092505 144E 224 FT OF W 650 FT OF S 75 FTOF N 295 FT OF NW 1/4 OF SE 1/4	16,800	7,200	16,800	\$6,520.26	\$1,728.14	\$8,248.40	\$7,011.14	\$1,237.26
6	092505-9176	Brian C. Thorpe 6902 125th Avenue NE Kirkland, WA 98033	092505 176E 224 FT OF W 650 FT OF S 75 FTOF N 370 FT OF NW 1/4 OF SE 1/4	16,800	7,200	16,800	\$6,520.26	\$1,728.14	\$8,248.40	\$7,011.14	\$1,237.26
7	092505-9121	Roger W. Beck 6734 125th Avenue NE Kirkland, WA 98033	092505 121E 224 FT OF W 650 FT OF S 75 FTOF N 445 FT OF SE 1/4	16,800	7,200	16,800	\$6,520.26	\$1,728.14	\$8,248.40	\$7,011.14	\$1,237.26
8	092505-9106	Ananta S. Gudipaty 6722 125th Avenue NE Kirkland, WA 98033	092505 106E 224 FT OF W 650 FT OF S 75 FTOF N 520 FT OF NW 1/4 OF SE 1/4	16,800	7,200	16,800	\$6,520.26	\$1,728.14	\$8,248.40	\$7,011.14	\$1,237.26
10	092505-9189	Standford H. Denton 6901 125th Avenue NE Kirkland, WA 98033	092505 189W 198 FT OF S 110 FT OF N 630 FTOF NW 1/4 OF SE 1/4 SUBJ TO TRANSLN ESMT	21,780	0	21,780	\$0.00	\$2,240.42	\$2,240.42	\$1,904.35	\$336.06

TOTALS	204,780	57,600	204,780		\$73,226.90	\$62,242.87	\$10,984.04
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Cost Per Square Foot of Sewer Construction		Calculation of the Cost Per Square Foot of Sewer Construction	
Survey Cost	\$3,614.54	75% of Total Cost Shall be borne by the Total Direct Benefit Area (TDBA)	
Engineering Cost	\$3,822.00	25% of Total Cost Shall be borne by the Total General Benefit Area (TGBA)	
Construction Cost	\$76,075.16	Therefore the following are cost per square foot for each benefit area:	
Project Management Cost	\$8,351.49	$((75\%) \times (\text{Total Cost} / \text{TDBA})) = .75 \times \$91863.19 / 76080 =$	0.905591
Total	\$91,863.19	$((25\%) \times (\text{Total Cost} / \text{TGBA})) = .25 \times \$91863.19 / 223260 =$	0.102866

Tutmarc Short Plat Developers Assessment Roll

EXHIBIT 4

Ref No.	Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	Total Area (SF)	Direct Benefit Area (SF)	General Benefit Area (SF)	Total Cost
9	092505-9105	Michael Tutmarc 220 Kirkland Ave #202 Kirkland, WA 98033	092505 SD SP DAF E 168ft of W 594 ft of S 110 ft. of N 630 ft of NW 1/4 of SE 1/4 Str 09-25-05	18,480	18,480	18,480	\$18,636.29

TOTALS	18,480	18,480	\$18,636.29
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