

RESOLUTION R- 4548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITY AGREEMENT WITH PAUL TALBOTT 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

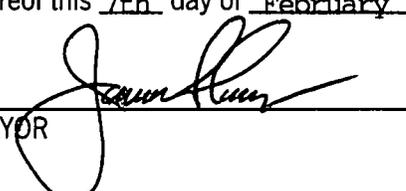
WHEREAS, The City of Kirkland concludes entering into this agreement will promote the goal of the improvement of public health;

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

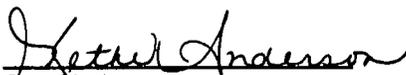
Section 1. The City Manager is hereby authorized and directed to execute, on behalf of the City, the Sewer Facility Agreement between the City and Paul Talbott. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 7th day of February, 2006.

Signed in authentication thereof this 7th day of February, 2006.


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 Paul Talbot 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 1 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 1 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 \$22,366.10, 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 18908 160th Ave NE Woodinville WA until such time as Developer shall have received the total sum of \$13,997.49, 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. _____

By: _____
By: _____

(Sign in blue ink)

(Individuals Only)

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

(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 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.

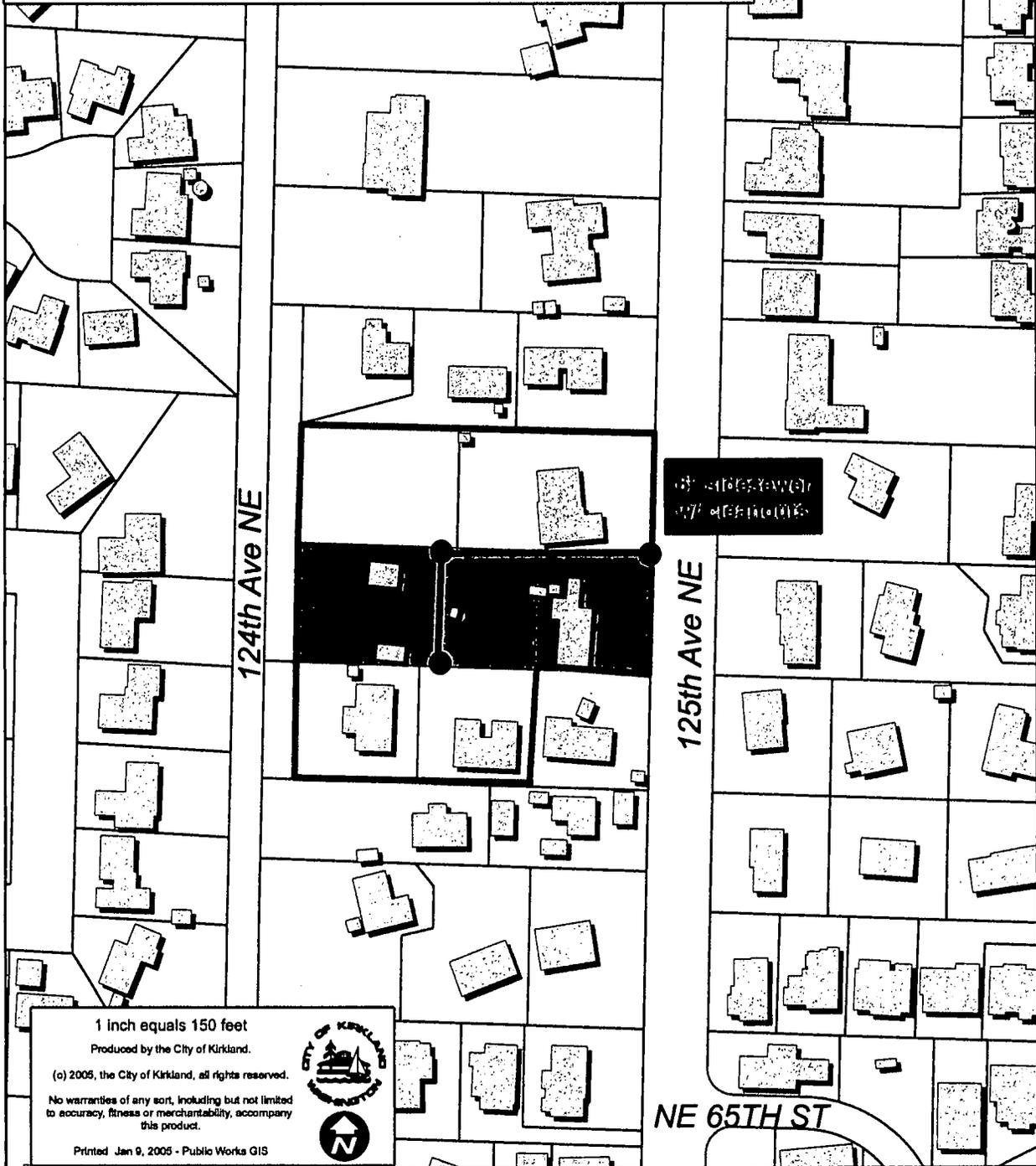
Notary's Signature

Print Notary's Name

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

My commission expires: _____

Exhibit 1
NE 65th Place and 125th Ave NE
Paul Talbott
Kirkland, WA
Dark Blue - Developers Property
Orange - Direct and General Benefit Area



1 inch equals 150 feet

Produced by the City of Kirkland.

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No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

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Paul Talbott 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%
4	092505-9178	Nelson E. Wright 6547 125th Avenue NE Kirkland, WA 98033	092505 178 S 110 FT OF N 850 FT OF E 216 FT OF W 396 FT OF NW 1/4 OF SE 1/4 LESS CO RD	20,460	20,460	20,460	\$3,474.47	\$1,158.16	\$4,632.62	\$3,937.73	\$694.89
5	092505-9098	Nelson E. Wright 6547 125th Avenue NE Kirkland, WA 98033	092505 98 S 110 FT OF N 850 FT OF W 180 FT OF NW 1/4 OF SE 1/4 LESS W 30 FT SUBJ TO ESMT TRANS LN R/W	16,500	16,500	16,500	\$2,801.99	\$934.00	\$3,735.99	\$3,175.59	\$560.40
6	092505-9210	Dave McKinnon 12421 NE 65th PI Kirkland, WA 98033	092505 210 W 110 FT OF E 220 FT OF W 366 FT OF S 110 FT OF N 1070 FT OF NW 1/4 OF SE 1/4 SUBJ TO P L ESMT	12,100	12,100	12,100	\$2,054.79	\$684.93	\$2,739.72	\$2,328.76	\$410.96
7	092505-9211	Marjorie L Conrad 12411 NE 65th PI Kirkland, WA 98033	092505 211 W 366 OF S 110 FT OF N 1070 FT OF NW 1/4 OF SE 1/4 LESS E 220 FT & LESS W 30 FT SUBJ TO CITY OF SEA TRANS LN ESMT	12,760	12,760	12,760	\$2,166.87	\$722.29	\$2,889.16	\$2,455.79	\$433.37

TOTALS	61,820	61,820	61,820		\$13,997.49	\$11,897.87	\$2,099.62
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Cost Per Square Foot of Sewer Construction		Calculation of the Cost Per Square Foot of Sewer Construction	
Permit Fees	\$3,342.50	75% of Total Cost Shall be borne by the Total Direct Benefit Area (TDBA)	
Engineering Cost	\$2,230.00	25% of Total Cost Shall be borne by the Total General Benefit Area (TGBA)	
Construction Cost	\$15,993.60	Therefore the following are cost per squeste foot for each bendfit area:	
Survey	\$800.00	$((75\%) \times (\text{Total Cost}/\text{TDBA})) = .75 \times \$22,366.10 / 98,780 =$	0.169818
Total	\$22,366.10	$((25\%) \times (\text{Total Cost}/\text{TGBA})) = .25 \times \$22,366.10 / 98,780 =$	0.056606

Paul Talbott 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
1	092505-9151	Paul Talbott 18908 160th Ave NE Woodinville, WA 98072	092505 151 S 90 ft of N 906 ft of E 110 ft of W 366 ft of SE 1/4	9,900	9,900	9,900	\$2,241.59
2	092505-9260	Steven + Barbara Rice 14511 NE 164th Ave NE Woodinville, WA 98072	092505 260 S 110ft of N 960 ft of E 200 ft of W 366 ft of W 1/2 of SE 1/4 less E 110 ft of S 90 ft	12,100	12,100	12,100	\$2,739.72
3	092505-9090	Paul Talbott 18908 160th Ave NE Woodinville, WA 98072	092505 90 S 110ft of N 960 ft of E 136 ft of W 166 ft of W 1/2 of SE 1/4	14,960	14,960	14,960	\$3,387.29
TOTALS				36,960	36,960	36,960	\$8,368.61