

**CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: 11/24/14

AGENDA ITEM: Recovery Contract for R & V Enterprises, LLC (Sewer main on 52nd Dr NE for Pinewood Apts)	
PREPARED BY: Deryl Taylor, Development Services Technician	DIRECTOR APPROVAL:
DEPARTMENT: Community Development	
ATTACHMENTS: 1. Sewer Recovery Contract 2. Exhibit A - Vicinity Map 3. Exhibit B - Parcel Map 4. Exhibit C - Cost Comparison	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Recovery Contract establishes a fair fee for latecomers benefiting from an 8" sewer main in 52nd Drive NE south of 84th Street NE.

The recoverable amount of this Recovery Contract is \$16,947.08.

RECOMMENDED ACTION: Public Works and Community Development staff recommends Council authorize the Mayor to sign the Recovery Contract.
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Preliminary Determination

Notice is hereby given that an application was made to the City of Marysville for a Sewer Recovery Contract for a sewer main extension on 52nd Dr NE south of 84th St NE. On October 1, 2014, a preliminary decision was made to recommend approval of the recovery contract.

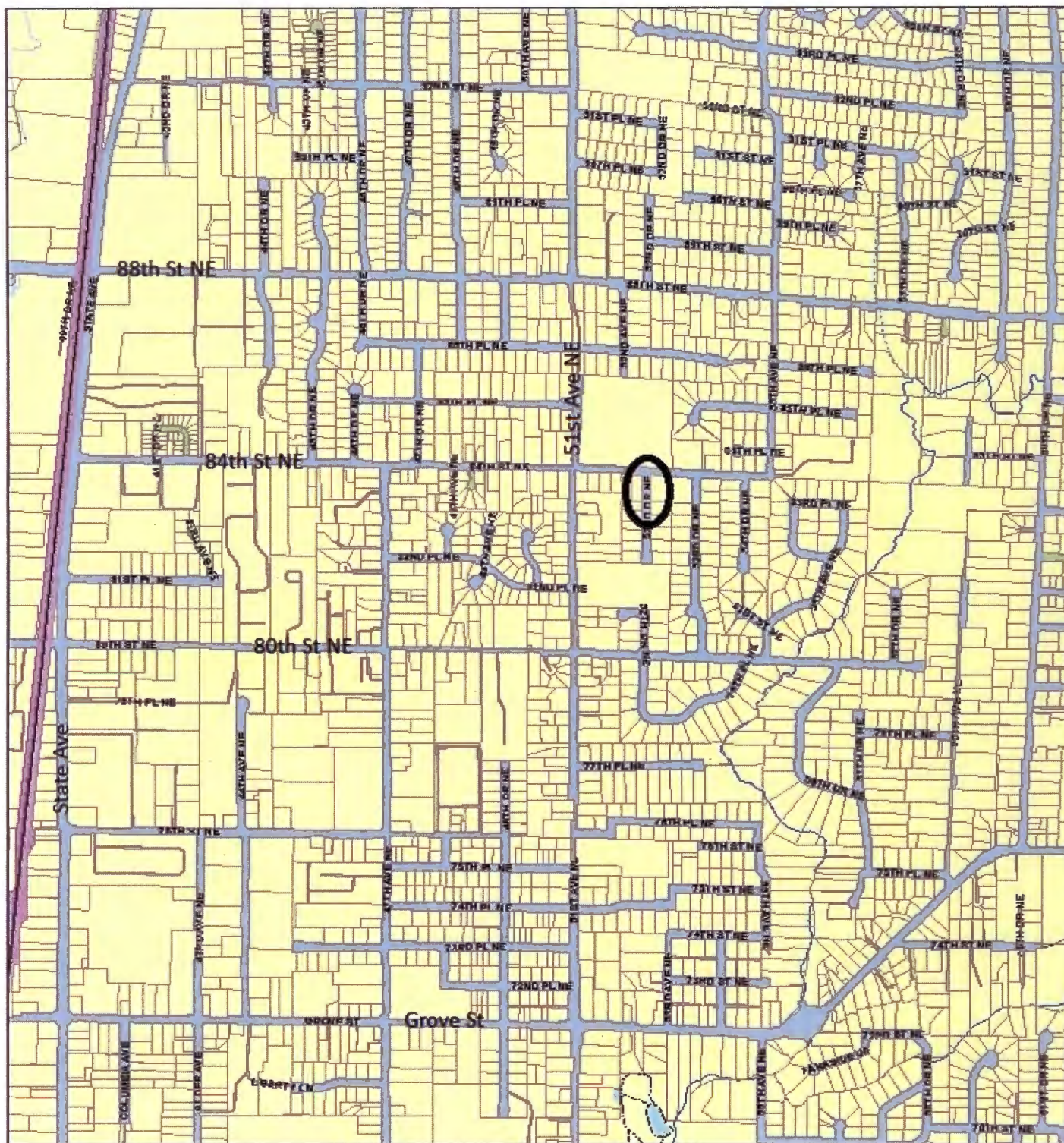
Project:	Sewer main extension on 52 nd Dr NE
Applicant:	R & V Enterprises, LLC
Property Location:	8321 52 nd Dr NE
Benefiting Properties:	006001-000-001-00
Total Project Cost:	\$101,682.56
Recoverable Portion:	\$16,947.08
Cost per Unit:	\$8,473.54/DU
For Project Information:	Deryl Taylor, Development Services Technician dtaylor@marysvillewa.gov 360-363-8220

A recovery contract may be held by any party having constructed a public water or sewer line at its own expense, providing for partial reimbursement to such party upon connection of benefiting properties to the subject line. The cost per unit would then be applied to the benefiting property at time of connection.

If any benefiting property owner requests a hearing in writing within 20 days of the mailing of this preliminary determination, a hearing shall be held before city council, notice of which shall be given to all affected property owners. The city council's ruling shall be determinative and final. The application and case file are available for review at the City of Marysville Community Development Department located at 80 Columbia Avenue, Marysville, WA.












If you have any questions, please call 360-363-8220. Written comments should be forwarded to the City of Marysville Community Development Department, 80 Columbia Avenue, Marysville, WA 98270, **no later than October 22, 2014**. If no written requests for hearing are received, the contract will proceed to city council for final review and approval.

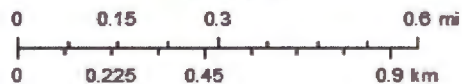
Exhibit A - Vicinity Map



October 8, 2014

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- | | |
|---|---|
|  Parcels |  STATE OF WASHINGTON |
|  Railroad |  Streets |
|  MUNICIPALITY |  Trails |
|  PRIVATE |  Arlington airport |
|  RAILROAD |  Water bodies |
|  SNOHOMISH COUNTY | |



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED

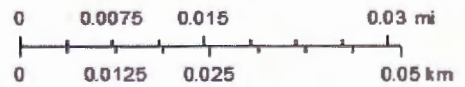
Exhibit B - Parcel Map



October 8, 2014

1:971

- Sewer Cleanouts
- Sewer Lift Stations
- Sewer Manholes
- Sewer Lines
- OPEN
- ▲ CLOSED
- UNKNOWN



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Exhibit C
 Cost Comparison
 Pinewood Apts – Sewer on 52nd Dr NE

Cost Per Lineal Foot

	Property Address	Parcel #	LF	Cost \$271.15/lf	Date Paid
1	8322 52 nd Dr NE Wells	006001-000-001-00	185	\$50,162.75	
2	8321 52 nd Dr NE Wall (Johnson)	300522-003-016-00	190	\$51,518.50	
	Subtotal - Recoverable			\$50,162.75	
	Developer's Share			\$51,518.50	
	Total Project Cost			\$101,682.56	

Cost Per Square Foot

	Property Address	Parcel #	SF	Cost \$2.51/sf	Date Paid
1	8322 52 nd Dr NE Wells	006001-000-001-00	13,068	\$32,800.68	
2	8321 52 nd Dr NE Wall (Johnson)	300522-003-016-00	27,443	\$68,881.93	
	Subtotal - Recoverable			\$32,800.68	
	Developer's Share			\$68,881.93	
	Total Project Cost			\$101,682.56	

Cost Per Dwelling Unit

	Property Address	Parcel #	DU	Cost \$8,473.54/du	Date Paid
1	8322 52 nd Dr NE Wells	006001-000-001-00	2	\$16,947.08	
2	8321 52 nd Dr NE Wall (Johnson)	300522-003-016-00	10	\$84,735.40	
	Subtotal - Recoverable			\$16,947.08	
	Developer's Share			\$84,735.40	
	Total Project Cost			\$101,682.56	

Note: The School Dist recovery fee for 8322 52nd Dr is \$8,640.72.

COVER SHEET

Return Address:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

(Please print or type information)

Document Title(s): (or transactions contained therein) Pinewood Apts
Recovery Contract for Utility Construction Costs - Sewer

Grantor(s): (Last name first, then first name and initials)
R & V Enterprises, LLC

Grantee(s): (Last name first, then first name and initials)
CITY OF MARYSVILLE

Legal description: (abbreviated - i.e., lot, block, plat or section,
township, range, qtr./qtr.) 8321 52nd Dr NE

**Tula Vista Terrace Blk 000 D-00 - Lot 1 Less SLY 4.92FT THOF.
A portion of the NW Qtr of the SW Qtr of Sec 22, T30N, R5E, W.M.,
Snohomish County, WA.**

Reference Number(s) of Documents assigned or released: N/A

Assessor's Property Tax Parcel/Account Number:
006001-000-001-00

The Auditor/Recorder will rely on the information provided on the form.
The staff will not read the document to verify the accuracy or
completeness of the indexing information provided herein.

After Recording Return to:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. _____**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name
R & V Enterprises, LLC

Address
**6515 101st PINE
Marysville, WA 98270**

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a sewer (water or sewer) system, including a(n) 8-inch line and appurtenances situated as follows:

Approximately 213 LF of 8" PVC sewer main located on 52nd Dr NE south of 84th St NE to serve Pinewood Apartments.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$101,682.54, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

One property located at 8322 52nd Dr NE (Tax Parcel No. 006001-000-001-00) in the NW Quarter of the SW Quarter of Section 22, Township 30 North, Range 5 East, W.M. Legal description as follows: Tula Vista Terrace Blk 000 D-00 – Lot 1 Less SLY 4.92ft THOF.

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$16,947.08.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the total number of dwelling units to be served, which is known as the "dwelling unit charge". This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$8,473.54 per dwelling unit of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

Pursuant to RCW 35.72.020, Owner and Developer agree that every two years from the date the contract is executed and the Owner and Developer are entitled to reimbursement, the Owner and Developer shall provide the City with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the Owner or Developer fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Owner or Developer under the contract. Such funds must be deposited in the capital fund of the City.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. The Developer agrees to hold the City harmless from any and all liability resulting from errors in any legal description, any procedural error in entering this agreement, and any liability arising from any challenge to the legality of this agreement or the enforceability of the recovery fee established herein.

ATTEST:

THE CITY OF MARYSVILLE:

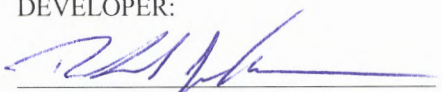
By _____
CITY CLERK

By _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER:

By _____
CITY ATTORNEY


Richard G. Johnson

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2014.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

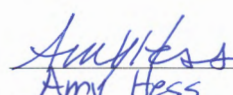
For Representative:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Richard Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of B+V Enterprises, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 5th day of November, 2014.





Amy Hess
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at 80 Columbia Ave.
My commission expires 7/13/2015