


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 22, 2018

AGENDA ITEM:	
Recovery Contract for Utility Construction Costs - Sewer	
PREPARED BY:	DIRECTOR APPROVAL:
Deryl Taylor, Dev Services Tech	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Contract, Cover Sheet, Preliminary Determination, Vicinity Map, Parcel Map	
BUDGET CODE:	AMOUNT:
4010	\$25,193.28
SUMMARY:	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8” sewer main for a duplex development (5 duplexes) located on 100th St NE east of 48th Dr NE.

The recoverable amount of this contract is \$25,193.28.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the contract.

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

<u>Name</u>	<u>Address</u>
Custom Comfort Homes, LLC	8324 59th Ave NE 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 373 LF of 8" PVC sewer main located in 100th St NE east of 48th Dr NE to serve five duplexes located on Parcel No. 300516-001-092-00.

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 \$39,275.00, 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:

Four properties located in the SE Quarter of the NE Quarter of Section 16, Township 30 North, Range 5 East, W.M. Parcel Nos. 300516-001-094-00, 300516-001-093-00, 300516-004-002-00, & 300516-004-007-00.

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 \$25,193.28.

5. For a period not to exceed twenty (20) 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 length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. 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 \$78.24 per lineal foot of frontage.

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 twenty-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.

9. At the end of the twenty-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. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under this contract. Such funds must be deposited in City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By _____
CITY CLERK

By _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER:

By _____
CITY ATTORNEY

Scott R. Ray
Scott R. Ray, Custom Comfort Homes, LLC

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 _____, 2018.

(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 Scott Ray 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 OWNER of Custom Comfort Homes LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 5th day of January, 2018.

Anglica Cleveland

ANGLICA CLEVELAND
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at 10010 Shouites Rd Marysville
My commission expires 07/07/2021



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) 100th St Duplexes
Recovery Contract for Utility Construction Costs - Sewer

Grantor(s): (Last name first, then first name and initials)
Custom Comfort Homes, 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.) 4903 100th St NE, 30051600109200

**Portions of the SE Qtr of the NE Qtr of Sec 16, T30N, R5E, W.M.,
Snohomish County, WA.**

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

Assessor's Property Tax Parcel/Account Number:

30051600109400, 30051600109300, 30051600400200, 30051500400700

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.



Preliminary Determination

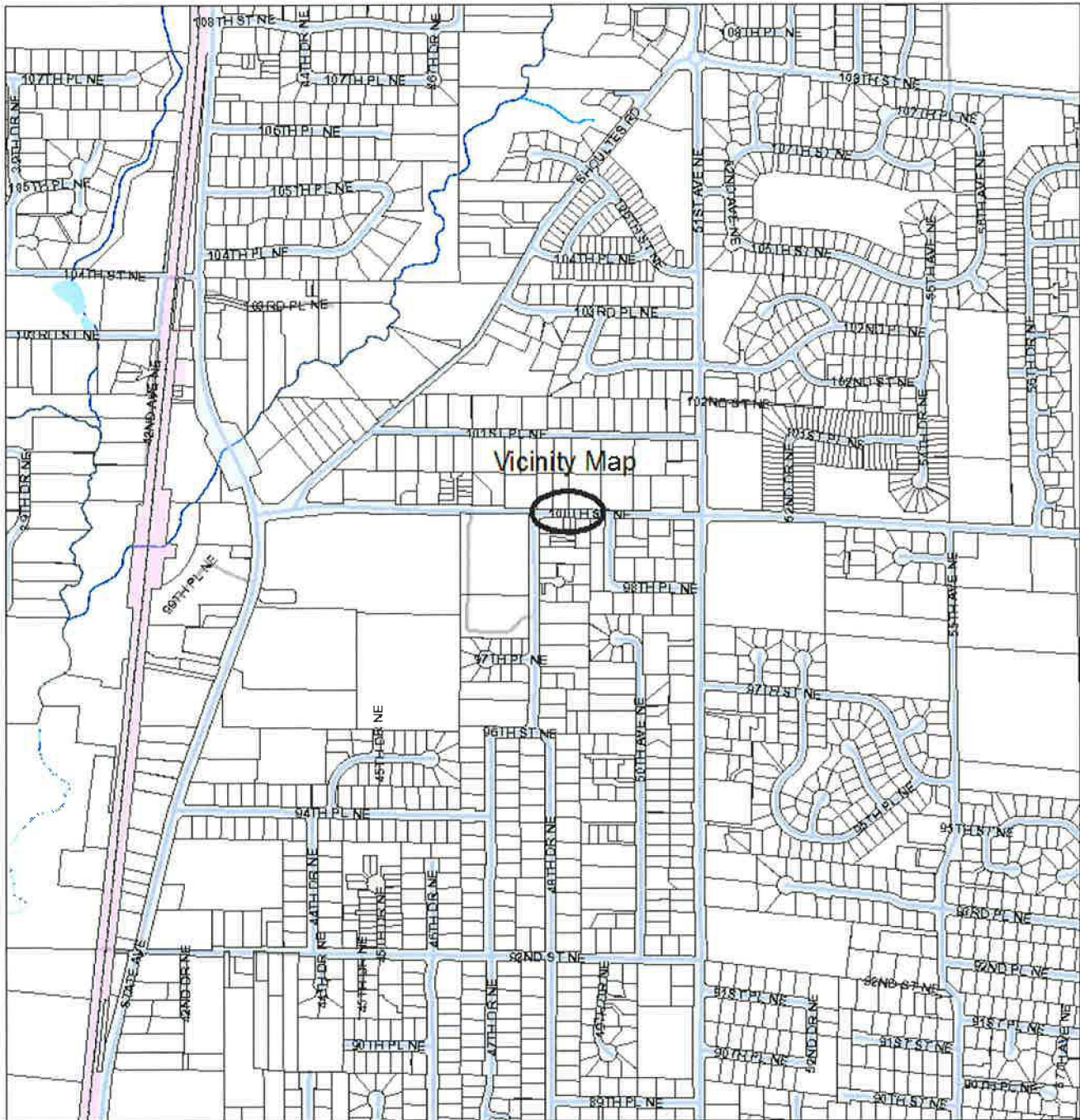
Notice is hereby given that an application was made to the City of Marysville for a Sewer Recovery Contract for a sewer main extension on 100th Street NE east of 48th Drive NE. On December 8, 2017, a preliminary decision was made to recommend approval of the recovery contract.

Project:	Sewer main extension on 100 th St NE
Applicant:	Custom Comfort Homes, LLC
Property Location:	4903 100 th St NE – Parcel #30051600109200
Benefiting Properties:	4815 100 th St NE – Parcel #30051600109400 4823 100 th St NE – Parcel #30051600109300 4902 100 th St NE – Parcel #30051600400200 4908 100 th St NE – Parcel #30051600400700
Total Project Cost:	\$88,875.81
Total Offsite Cost:	\$39,275.00
Recoverable Portion:	\$25,193.28
Cost per Foot:	\$78.24/LF of property frontage
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.

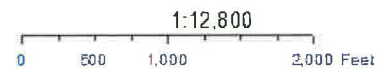
If any benefiting property owner requests a hearing in writing within 20 days of the mailing of this preliminary determination, a hearing shall be held before city council, notice of which shall be given to all affected property owners. The city council's ruling shall be determinative and final. The 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 January 2, 2018**. If no written requests for hearing are received, the contract will proceed to city council for final review and approval.



City of Marysville

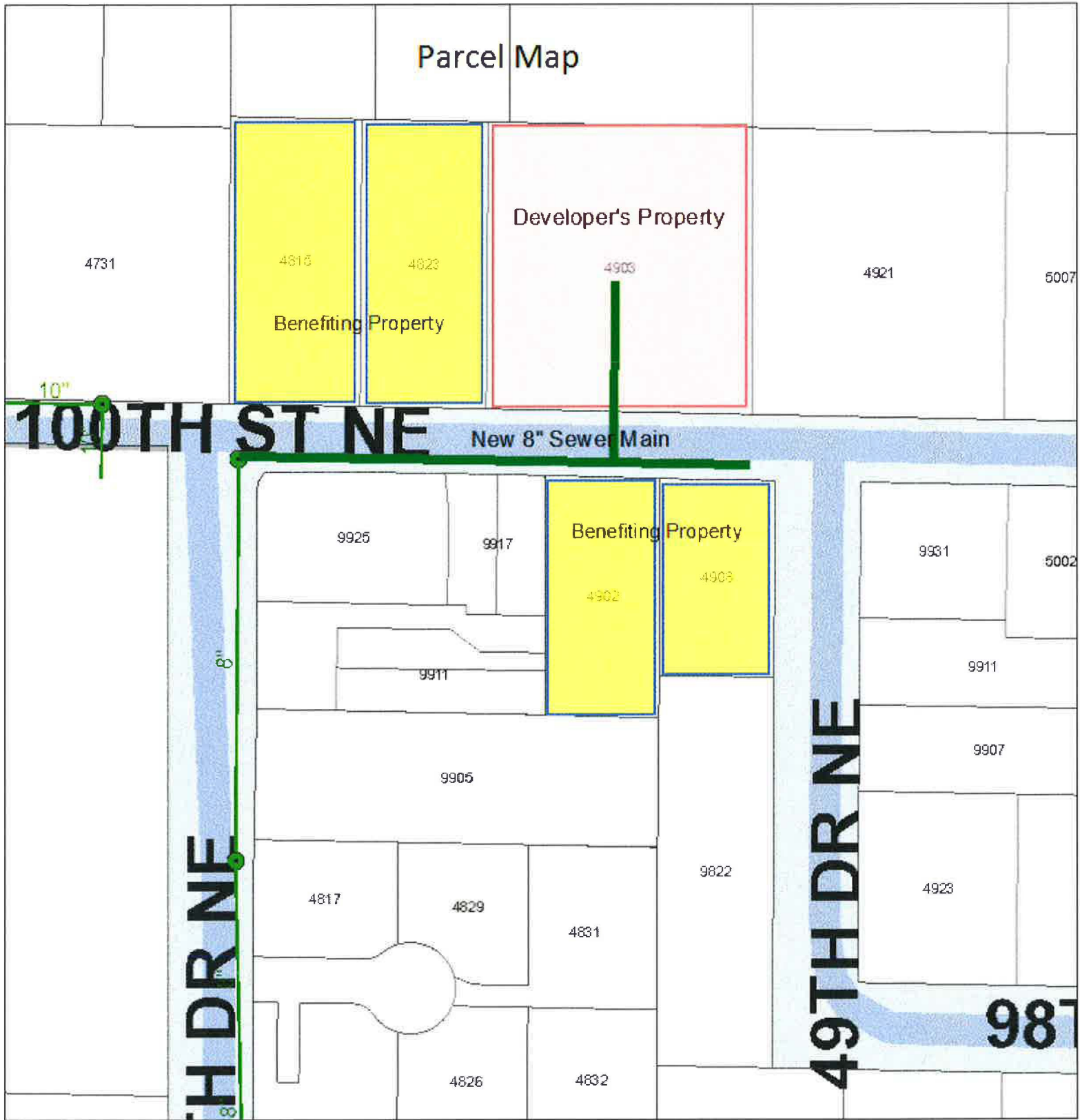
- Areas**
- Override 1 LAKE STEVENS
 - Override 2 MARYSVILLE
- City limits**
- ARLINGTON
 - EVERETT



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City of Marysville

Parcel Map



City of Marysville

- Lines**
- Override 1
- Areas**
- Override 1
- Override 2
- Sewer Cleanouts

- Sewer Lift Stations
- Sewer Manholes
- Sewer Lines
- Parcels
- City limits**
- ARLINGTON

EVERETT
LAKE STEVENS
MARYSVILLE



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