


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

29  
**CITY COUNCIL MEETING DATE: May 28, 2018**

|  |  |
|--|--|
| <b>AGENDA ITEM:</b>  |  |
| Recovery Contract for Utility Construction Costs - Sewer                   |  |
| <b>PREPARED BY:</b>  | <b>DIRECTOR APPROVAL:</b>  |
| Deryl Taylor, Dev Services Tech  |  |
| <b>DEPARTMENT:</b>   |  |
| Community Development  |  |
| <b>ATTACHMENTS:</b>  |  |
| Contract, Cover Sheet, Preliminary Determination, Vicinity Map, Parcel Map |  |
| <b>BUDGET CODE:</b>  | <b>AMOUNT:</b>   |
| 4010   | \$334,380.60   |
| <b>SUMMARY:</b>  |  |

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8" sewer main for the Plat of Kenley East located on 83<sup>rd</sup> Ave NE near 60<sup>th</sup> St NE.

The recoverable amount of this contract is \$334,380.60.

**RECOMMENDED ACTION:**  
 Staff recommends that Council authorize the Mayor to sign the contract.



# RECEIPT

CITY OF MARYSVILLE  
80 COLUMBIA AVE.  
MARYSVILLE, WA 98270  
(360) 363-8000

5623 83RD AVE NE  
MARYSVILLE, WA 98270  
SUBDIVISIONP. SUBDIVISION

**Project No: PA07-007**  
**Receipt No: R15477**

| <b>Fee Description</b>    | <b>Account</b> | <b>Fee Amount</b> |
|---------------------------|----------------|-------------------|
| <u>UTILITY</u>            |                |                   |
| RECOVERY CONTRACT APP FEE | 4006           | \$ 3,343.80       |

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**Total Fees Paid:** **\$ 3,343.80**  
Date Paid: 05/02/2018  
Paid By: DAVID WHITE  
Pay Method: CREDIT CARD  
Received By: Bianca

Finance



## 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 83<sup>rd</sup> Ave NE in the vicinity of 60<sup>th</sup> St NE. On April 5, 2018, a preliminary decision was made to recommend approval of the recovery contract.

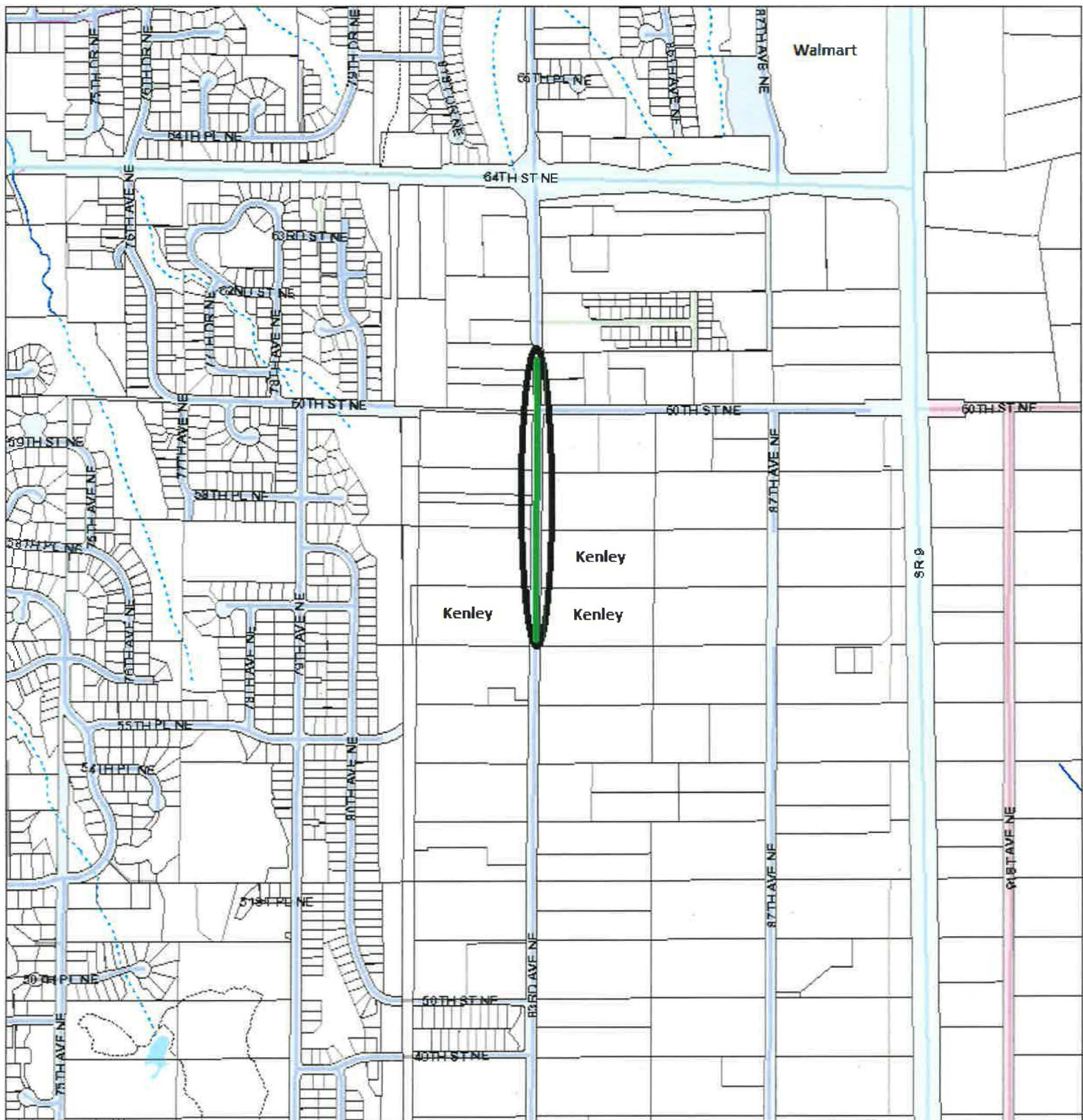
|                                 |   |
|---------------------------------|---|
| <b>Project:</b>                 | Sewer main extension on 83 <sup>rd</sup> Ave NE   |
| <b>Applicant:</b>               | Summit Homes of Washington, LLC   |
| <b>Property Location:</b>       | 5707 83 <sup>rd</sup> Ave NE - Parcel #005907-000-032-00, 005907-000-041-00, & 005907-000-040-00.   |
| <b>Benefiting Properties:</b>   | Parcel #300526-004-014-00, 300526-004-020-00, 300526-004-018-00, 005907-000-009-00, 005907-000-016-01, 005907-000-016-02, 005907-000-016-00, 005907-000-033-00, 300525-003-020-00, 300525-003-022-00, 005907-000-008-02, 005907-000-017-00. |
| <b>Total Offsite Cost:</b>      | \$527,578.00  |
| <b>Recoverable Portion:</b>     | \$334,380.60  |
| <b>Cost per Dwelling Unit:</b>  | \$3,715.34/DU   |
| <b>For Project Information:</b> | Daryl Taylor, Development Services Technician<br><a href="mailto:dtaylor@marysvillewa.gov">dtaylor@marysvillewa.gov</a><br>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.

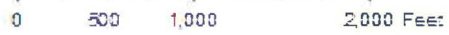
If you have any questions, please call 360-363-8220. Written comments should be forwarded to the City of Marysville Community Development Department, 80 Columbia Avenue, Marysville, WA 98270, **no later than April 25, 2018**. If no written requests for hearing are received, the contract will proceed to city council for final review and approval.





**City of Marysville Vicinity Map**

1:12,800



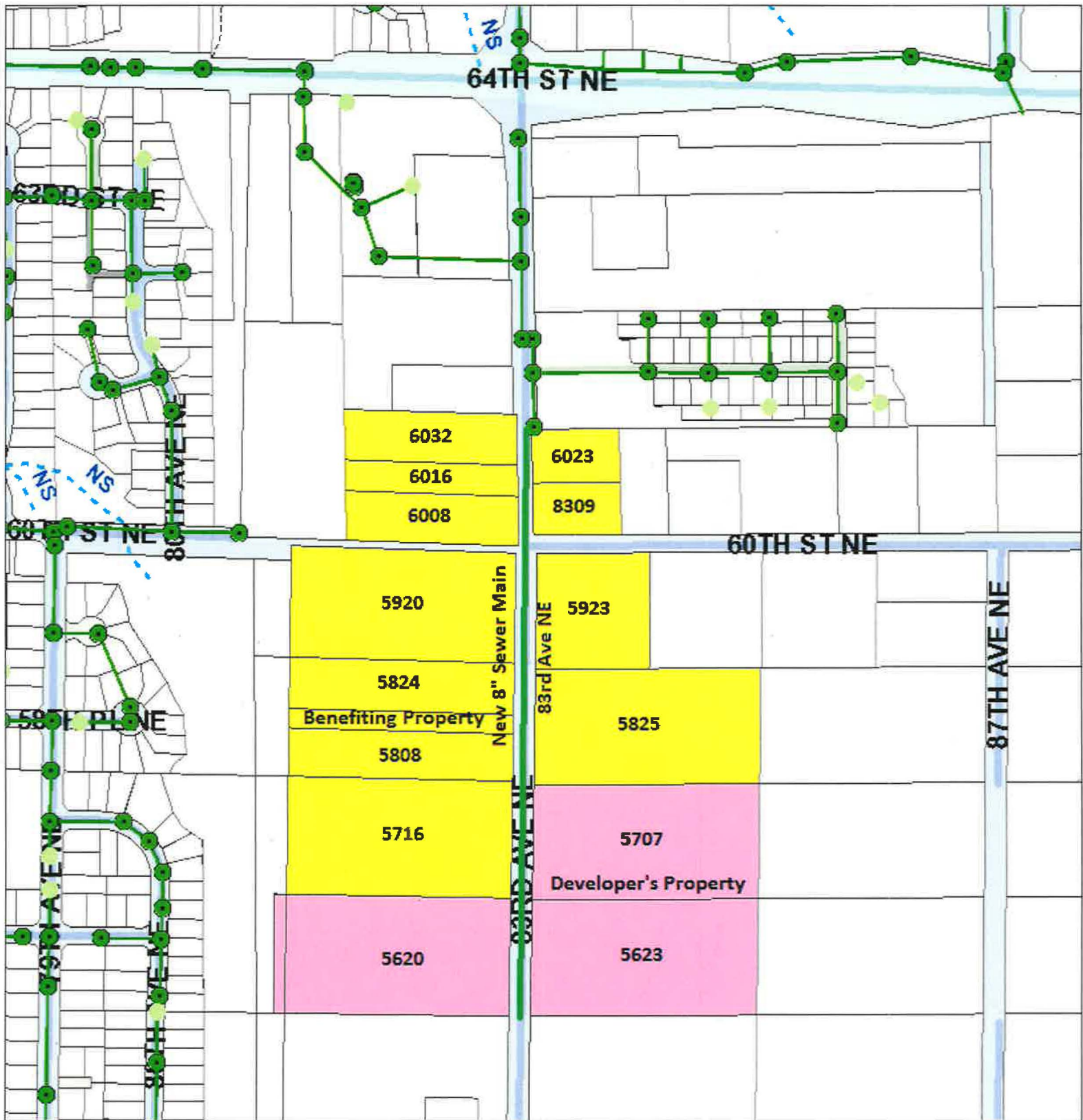
□ Parcels

**City limits**

- ARLINGTON
- EVERETT
- LAKE STEVENS
- MARYSVILLE

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City of Marysvi



### City of Marysville Parcel Map

1:6,400

0 270 540 1,080 Feet

- Sewer Cleanouts
- Sewer Lift Stations
- Sewer Manholes
- Sewer Lines
- Parcels

- City limits**
- ARLINGTON
  - EVERETT
  - LAKE STEVENS
  - MARYSVILLE

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City of Marysvi



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) **Kenley East  
Recovery Contract for Utility Construction Costs - Sewer**

Grantor(s): (Last name first, then first name and initials)  
**Summit Development of Washington, 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.) 5707 83<sup>rd</sup> Ave NE, 00590700003200

**Portions of the SE Qtr of the SE Qtr of Sec 26, T30N, R5E; portions  
of the SW Qtr of the SW Qtr of Sec 25, T30N, R5E; and portions of NE Qtr  
of the NE Qtr of Sec 35, T30N, R5E, W.M., Snohomish County, WA.**

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

Assessor's Property Tax Parcel/Account Number:

**30052600401400, 30052600402000, 30052600401800, 00590700000900,  
00590700001601, 00590700001602, 00590700001600, 00590700003300,  
30052500302000, 30052500302200, 00590700000802, 00590700001700**

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  
Summit Development of Washington, LLC

Address  
P.O. Box 36848  
Las Vegas, NV 89133

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 1,577 LF of 8" PVC sewer main located on 83<sup>rd</sup> Ave NE south of 64<sup>th</sup> St NE to serve the Plat of Kenley II East (Parcel Nos. 00590700003200, 00590700004000, & 00590700004100).

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 \$527,578.00, 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:

Twelve properties located along 83<sup>rd</sup> Ave NE south of 64<sup>th</sup> St NE. Parcel Nos. as follows:  
30052600401400, 30052600402000, 30052600401800, 00590700000900, 00590700001601,  
00590700001602, 00590700001600, 00590700003300, 30052500302000, 30052500302200,  
00590700000802, & 00590700001700.

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 \$334,380.60.

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 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 \$3,715.34 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 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 the contract. Such funds must be deposited in the City's capital fund.



ATTEST:

THE CITY OF MARYSVILLE:

By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

DEVELOPER:

By \_\_\_\_\_  
CITY ATTORNEY

*Don White*  
Don White, Manager

**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 Don White 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 Summit Development of WA, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1 day of May, 2018.



*Christina Gray*  
Christina Gray  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Redon  
My commission expires 5/6/20

Note: Do not write or stamp in 1" margins.