

**Return to County Engineer
Right of Way Department**



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07/21/1997 03:09P
Spokane Co WA

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON**

IN THE MATTER OF AMENDING THE RESOLUTION)
WHICH ESTABLISHED THE STORMWATER)
DRAINAGE SERVICE AREA FOR NORTHWOOD 2ND,)
3RD, 4TH, 5TH AND 6TH ADDITIONS AND SP 82-207, SP-)
208, WOODLAND RIDGE AND A PORTION OF)
NORTHWOOD 6TH, 1ST ADDITION AND SUBSEQUENT)
DIVISIONS)

RESOLUTION 97 0613

WHEREAS, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to Resolution No. 91-1195, as amended by Resolution 93-0371 and 95-1090, the Board of County Commissioners established a stormwater drainage service area for existing and future plats and short plats in the Northwood area of Spokane, and established an annual per lot charge for stormwater services provided by Spokane County of \$18.60 per year against the properties served within the boundaries of such service area; and

WHEREAS, Resolution No. 91-1195, as amended by Resolution 93-0371 and 95-1090 provided that the service area established could be expanded to include property draining to the stormwater collection and disposal system maintained and operated by Spokane County; and

WHEREAS, the Spokane County Engineer recommends expansion of the Northwood Service Area to include the lots in Sommerset Vista Subdivision as indicated on the attached Exhibit "A". These lots are appurtenant to the stormwater service area and will drain to the existing stormwater facilities being maintained and operated by the county in conjunction with said service area; and

WHEREAS, the Spokane County Engineer further recommends that the annual Service charge of \$18.60 per lot remain the same for all lots in the Stormwater Service Drainage Area; and

WHEREAS, the County Division of Engineering is willing to perform such additional maintenance responsibility as provided in the attached Sommerset Vista Stormwater Maintenance Agreement attached hereto and made a part hereof, which is incorporated by reference.

WHEREAS, on June 17, 1997 a public hearing was held before the Board on the proposed amendments to Commissioners' Resolution No. 91-1195, as amended by Resolution 93-0371 and 95-1090, after publication in the County's legal newspaper, and

WHEREAS, the Board finds good cause for said amendments;

NOW, THEREFORE BE IT RESOLVED that Spokane County Commissioners' Resolution No. 91-1195, as amended by Resolution 93-0371 and 95-1090, be amended to expand the Northwood Stormwater Service Drainage Area to include lots in Sommerset Vista Subdivision as indicated on attached Exhibit "A";



BE IT FURTHER RESOLVED that in all other respects Resolution No. 91-1195, as amended by Resolution and 95-1090 shall remain in full force and effect.

BE IT FINALLY RESOLVED that a majority of the Board of County Commissioners, or it's Chairman acting on behalf of The Board, is authorized to execute the attached Sommerset Vista Stormwater Maintenance Agreement.

PASSED AND ADOPTED this 17th day of June, 1997.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



John Roskelley
John Roskelley, Chairman

M. Kate McCashin
M. Kate McCashin, Vice Chairman

Phillip D. Harris
Phillip D. Harris

ATTEST: WILLIAM E. DONAHUE,
Clerk of the Board

By *Sharon Montoya*
Deputy Clerk

Unofficial Document



Stormwater Maintenance Agreement

Sommerset Vista

The STORMWATER MAINTENANCE AGREEMENT (hereinafter referred to as "Agreement") made this 17 of June, 1997, by and between Northwood Properties, Inc. hereinafter referred to as the "Developer", and Theodore G. Gunning, Tony J. Heaton and Darlene M. Heaton, hereinafter referred to as "Owners", and Spokane County, a political subdivision of the State of Washington, hereinafter referred to as the "County", to wit:

WHEREAS, the Developer is the owner of a certain tract of land being particularly described as follows:

See Exhibit "A"

and the Developer has acquired certain drainage easements for construction and use of a storm drainage system, and these easements are recorded under Assessor No.'s 9504100288, 9505100162 and 4098442; all areas are hereinafter referred to as the "Sommerset Vista Service Area";

WHEREAS, pursuant to the provisions of RCW Chapter 36.89 and Section 9.14.220 of the Spokane County Code, the County may assume maintenance and operation responsibility of drainage facilities which lie outside the County road right-of-way, under certain conditions;

WHEREAS, a system of stormwater collection and disposal to be installed will jointly and collectively serve the Sommerset Vista Service Area as it is developed and platted, and the storm facilities will be available to the residents as they occupy the houses therein and;

WHEREAS, the Developer is in need of a government agency to assume responsibility for the continuous and satisfactory operation and maintenance of the stormwater system and;

WHEREAS, there is an established Stormwater Drainage Service Area created by Resolution No. 91-1195 and expanded by Resolution No. 93-0371 and 95-1090, and the intent of this agreement is to add the Sommerset Vista to the previously established Stormwater Drainage Service Area;

WHEREAS, the County is willing to assume the responsibility of operation and maintenance of the stormwater system on the terms and conditions hereafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereafter set forth, the parties hereto agree as follows:

1. Subdivision Stormwater System. For purposes of this agreement, "Sommerset Vista Stormwater System" (hereafter referred to as "the Sommerset Vista System") shall refer only to the permanent drainage facilities which lie outside the County road right-of-ways, within the Sommerset Vista Service Area as shown on Exhibit B.

For purposes of this agreement, "Total Stormwater Service Area" shall refer only to the area established by Resolution No.'s 91-1195, 93-0371 and 95-1090 the Sommerset Vista Service Area. For purposes of this agreement, the permanent drainage facilities within the Total Stormwater Service Area shall hereinafter be referred to as the "Total Stormwater System".

2. Construction. The Developer at his sole expense shall construct the Sommerset Vista System together with all appurtenant facilities to a capacity and design satisfactory to the County, and in conformance with Board of County Commissioners' Resolution No. 80-1592, as amended. The Sommerset Vista System shall be constructed and accepted by the County for operation and maintenance no later than the 1st day of June, 1999. To the extent that the Sommerset Vista System shall be constructed and accepted by the County for operation and maintenance by this date, the County, may, at its option, without the necessity of any notice whatsoever, look to the security as provided in paragraph 15 to complete the construction of the Sommerset Vista System, if the Sommerset Vista System is not constructed and accepted by June 1, 1999.

3. Right of Inspection. The Developer shall be responsible for construction inspection in accordance with Section 9.06 and 9.10 of the 1995 Spokane County Road Standards. Additionally, the construction of the Sommerset Vista System shall conform to the requirements as outlined in Section 5 of the 1995



Spokane County Road Standards. Additionally, the County and the Developer mutually agree that the County may perform inspections of the Sommerset Vista System during construction. The Developer shall pay all costs of inspection, including, but not limited to, labor (including fringe benefits) and mileage.

4. Verification. The County will assume no responsibility for the operation and maintenance of the Sommerset Vista System until it is complete and the Developer furnishes the County with a verification from a registered professional engineer that the respective system has been constructed in accordance with the approved plans and specifications therefore. Verification shall also include preparation and submittal of Record Drawings by the Developer's Engineer, in accordance with Section 9.06 and 9.10 of the 1995 Spokane County Road Standards. The Sponsor shall acquire approval of the Record Drawings from the County Engineer prior to acceptance of the Sommerset Vista System, Verification and acceptance of the Sommerset Vista System can be performed separately.

5. Easements. The Developer shall furnish the County with perpetual easements and/or deeds for all portions of the Subdivision Stormwater System lying outside of dedicated public rights-of-way. The Developer shall obtain County approval of the easement language prior to recording the easement. The easements shall allow County accessibility at all times for appropriate County vehicles, for inspection, repair and replacement of stormwater facilities. If it is necessary for the County to inspect, repair or replace any of the stormwater facilities in the easements, then the County shall not be responsible for the costs of replacing landscaping or any other materials or buildings within said easement(s).

Spokane County shall have no liability to the property owner for damages, including, but not limited to, collateral or consequential damages occurring out of or in connection with the work associated with the maintenance of the subdivision stormwater system.

6. Additions. No storm runoff from additional land areas outside of the Sommerset Vista Service Area shall be connected, during the life of this agreement, to the Sommerset Vista System without the expressed written approval of the County; however, storm runoff which flows onto the Sommerset Vista Service Area in its natural state, is permitted.

7. Warranty - All work performed by the Developer or his agents and all facilities constructed and installed in connection with the Sommerset Vista System shall be guaranteed for a period of twelve months from the date of acceptance as provided in paragraph 8 below. The Developer also warrants that the Sommerset Vista System will be adequate to serve the Subdivision at full development.

For purposes of this agreement, costs to the Developer by virtue of this warranty shall not be considered maintenance and operation costs.

8. Acceptance - Upon completion of the Sommerset Vista System and verification as provided above, the Sommerset Vista System shall be cleaned by the Developer. The County shall make a complete inspection, and upon finding the Sommerset Vista System satisfactory, shall accept the Sommerset Vista System for operation and maintenance subject to the Developer warranty. Acceptance of the Sommerset Vista System for operation and maintenance by the County shall occur upon establishment of the roads, formal acceptance of the Sommerset Vista System by the County, and a finding by the County that the Sommerset Vista System is clear of silt and debris. The Developer shall advise all persons, firms, or corporations employed by him to sell lots within the Sommerset Vista Service Area, of the necessity of "acceptance" of the Sommerset Vista System for operation and maintenance upon establishment of the roads prior to occupancy of any dwelling units and/or lots on the property served by the Sommerset Vista System.

9. Operation and Maintenance, Capital Improvements Sinking Fund - Following acceptance, the County shall provide personnel, vehicles, additional equipment other than provided above, and materials necessary to operate and maintain the Sommerset Vista System as each system is accepted by the County. Spokane County shall also provide for replacement or construction of new facilities when needed -- such as replacing storm culverts, manholes, catch basins, and other drainage facilities -- or construction of other needed drainage facilities, for drainage facilities within the Total Stormwater Service Area. Additional fees may need to be collected for replacement of drainage structures and pipes, as needed, in the future to benefit the Total Stormwater Service Area. Spokane County shall keep an accurate record of the costs to operate and maintain the Total Stormwater System, and keep a record of monies set-aside for the capital improvement sinking fund and a record of when the monies are spent for any capital improvements. Such records shall be open to inspection by the Developer.

10. Annual Service Charge - The County shall be responsible for the collection of an annual service charge from each owner of a dwelling unit within the Total Stormwater Service Area to defray the annual maintenance and operation costs of the Total Stormwater System, and to provide a set-aside fund for future capital improvements. The annual service charge for each dwelling unit within the Total Stormwater Service Area shall be \$18.60 for each residential unit.



The annual charge shall apply for each dwelling unit commencing the month following the date of acceptance of the respective system. The annual charge shall be on a calendar basis, except that the charge for the first year shall be prorated for that portion of the calendar year after the annual service charge is effective. The bill for the first calendar year, or a portion thereof, shall be considered delinquent if unpaid within sixty (60) days after the billing date. For each calendar year following the calendar year in which service was commenced, annual billings shall be mailed by April of each year.

Such service charges collected shall be deposited in a special fund in the county treasury to be used only for the purpose of paying all or any part of the costs and expenses of operating and maintaining the drainage facilities and having set-aside monies for capital improvements, for within the Total Stormwater Service Area.

11. Revision of Annual Charges - The above schedule of annual charges shall remain in force and effect until such time as a revised schedule of charge is approved by resolution of the Board of County Commissioners after public notice of the intention to revise charges and public hearing thereon. The effective date of revised charged shall be as approved by such resolution but not less than thirty days after the adoption of such resolution. The Developer shall be responsible for insuring that all initial occupants and any dwelling unit built within the Sommerset Vista Service Area are aware of the provisions within this agreement concerning annual service charges and general stormwater service charges and also the provisions within paragraph 8 concerning necessity of the County's acceptance of the Sommerset Vista System prior to occupancy of any lots located within the system.

To the extent that the annual charges received from units served by the Total Stormwater system exceed the operation and maintenance costs and set-aside funds for needed capital improvements of the Total Stormwater System, it is understood and agreed by the parties that said excess monies shall be rebated to each unit. If the annual charges are not sufficient to cover the operation and maintenance costs of the Total Stormwater System, the schedule of charge shall be increased as stated herein.

12. Delinquent Charges - Delinquent charges shall bear interest and the County shall have a lien as provided in Chapter 36.89 RCW and Section 9.14.225 of the Spokane County Code.

13. Survival of Covenants and Binding Effect - All of the promises, covenants, terms and conditions of this agreement shall survive the conveyance hereunder, and this agreement shall extend to and bind the successors and assigns of the respective parties hereto. The terms of this agreement shall be included in the sales agreements conveying any properties within the Sommerset Vista Service Area.

14. Term - This agreement shall remain in full force and effect until the date of Conveyance as provided in paragraph 17 herein.

15. Security - Security for the Sommerset Vista System - The Developer shall provide to the County in a form approved by the Prosecuting Attorney, Security in the amount of \$57,323.00. Said Security can be reduced as portions of the project are constructed and approved. Upon acceptance in accordance with paragraph 8 herein, the Security can be reduced to \$5,732.00. Security shall remain in effect for one year after acceptance of the Sommerset Vista System. Said Security will insure and guarantee the faithful performance of the terms, conditions and requirements of this agreement particularly including, but not limited to, construction and warranties.

16. Tax - The Developer shall be responsible for paying any and all real, personal, and other taxes as come due and are owing on the Sommerset Vista System or real property housing the same until the Sommerset Vista System is conveyed as provided in paragraph 17 herein. In the event that any taxes are not paid when they come due and are owing, the County shall have the right to immediately terminate any of its obligations under this agreement to operate or maintain the Subdivision Stormwater Sommerset Vista System upon 30 days notice to the Developer, during which time the Developer may cure said breach, and the County reserves the right to pursue any other legal remedies available for the Developer's breach of provision.

17. Conveyance and Reversion - The County is in the process of developing a Comprehensive Stormwater Management Program and Plan. It is possible that part or all of the Sommerset Vista Service Area may be incorporated into this Plan. At such time as part or all of the Sommerset Vista Service Area is proposed to be incorporated, the County will give the Developer 30 days notice of such action. The Developer shall convey such portions of the Sommerset Vista System and all rights and appurtenances thereto as necessary. Conveyance shall be at no cost to the County; and shall be accomplished by a Bill of Sale for all real and personal property involved. Those facilities, if any as determined by the County Engineer, no longer necessary for the Sommerset Vista System shall be conveyed and returned to the Grantor.

97 0613



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EXHIBIT "A"
(Resolution No. 97-0613)

LEGAL DESCRIPTION
SOMMERSET VISTA (EXCEPT Lot 20, Block 4)
For Stormwater Management Area Annexation
May 28, 1997

COMMENCING at the north quarter corner of Section 31, Township 26 North, Range 44 East, Willamette Meridian; thence N89°40'13"W 30.00 feet, along the north line of said Section 31; thence S00°11'16"W 25.00 feet to the intersection of the south line of Francis Avenue, a 50.00 foot wide public road, and the west line of Jensen Road, a 60.00 foot wide public road, as per plat of PHEASANT RUN, recorded in Book 23 of Plats, Page 61, and the POINT OF BEGINNING;

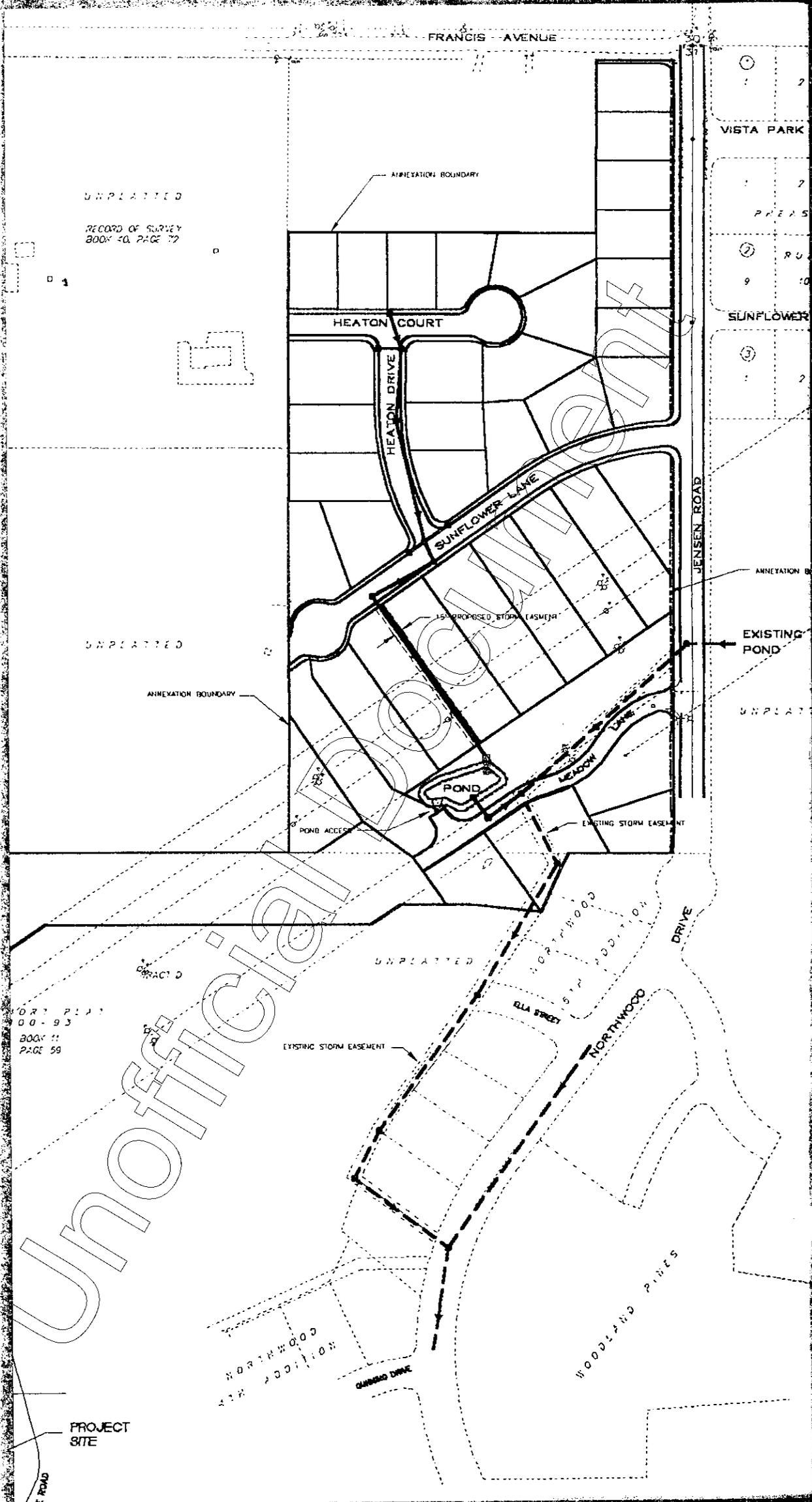
thence along the west line of Jensen Road the following three (3) courses: 1) S00°11'16"W 1205.74 feet to the point of curve of a 440.00 foot radius curve, concave easterly; 2) southerly along the arc of said curve, through a central angle of 1°15'18" for a length of 9.64 feet; 3) S01°04'02"E 35.72 feet to the point of curve of a 380.00 foot radius curve, concave westerly; 4) southerly along the arc of said curve, through a central angle of 7°15'30" for a length of 48.14 feet to the northeast corner of Lot 1, Block 1 of NORTHWOOD 5TH ADDITION, as per plat thereof recorded in Book 20 of Plats, Page 13; thence N89°47'41"W 169.38 feet to the northwest corner of said Lot 1; thence S24°07'07"W 108.40 feet along the westerly lines of Lots 1 and 2 of said Block 1; thence N83°57'53"W 116.00 feet; thence N89°47'41"W 112.28 feet; thence S55°40'21"W 59.30 feet to the northeast corner of Tract "D" of SHORT PLAT SP-900-93, as per plat thereof recorded in Short Plat Book 11, Page 59; thence N89°47'47"W 529.24 feet to the northwest corner of said Tract "D;" thence S55°40'21"W 82.27 feet to the southwest corner of Tract "B" of said Short Plat; thence N00°07'17"W 167.58 feet to the northeast corner of Tract "A" of said Short Plat, and the south line of the SW 1/4 of the NE 1/4 of the NW 1/4 of said Section 31; thence S89°47'41"E 464.64 feet to the southeast corner of the SW 1/4 of the NE 1/4 of the NW 1/4 of said Section 31; thence N00°10'37"E 1015.52 feet along the west line of the east half of the NE 1/4 of the NW 1/4 of said Section 31, to a point lying 310.00 feet south of the north line of said Section 31, when measured at right angles; thence S89°40'13"E, parallel with said north line, 499.47 feet; thence N00°11'19"E 285.00 feet to the south line of Francis Avenue; thence S89°40'13"E 125.00 feet along the south line of Francis Avenue to the Point of Beginning.



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UNPLATTED
RECORD OF SURVEY
BOOK 40 PAGE 77

UNPLATTED

DRY PLAT
00-93
BOOK 11
PAGE 59

PROJECT
SITE

1

NORTHWOOD
4TH ADDITION

WOODLAND PINES

VISTA PARK

SUNFLOWER

UNPLAT

UNOFFICIAL



PRHAUG ENGINEERING
 E. 9616 MONTGOMERY
 SPOKANE, WA 99206

EXHIBIT B
 ILLUSTRATION OF STORM WATER FACILITIES
 ASSOCIATED WITH SOMMERSET VISTA

