



CITY OF KIRKLAND

Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Phillip Vartanian, Development Engineering
Rob Jammerman, Development Engineering Manager
Ray Steiger, P.E., Public Work Director

Date: December 13, 2012

Subject: Storm Facility Agreement with Dave Sigl

RECOMMENDATION:

It is recommended that City Council approves the attached resolution authorizing the City Manager to execute a Storm Facility Agreement with Dave Sigl.

BACKGROUND AND DISCUSSION:

The City of Kirkland is authorized pursuant to Chapter 35.91 RCW to enter into a Storm Facility Agreement (also known as a Storm Latecomer Agreement) allowing developers to receive compensation for the installation of public storm main line extensions (i.e. persons connecting to the extensions are required to pay a portion of the construction costs as a condition of connection). Latecomer fees are calculated by dividing the total square footage of the properties being served into the total cost of the storm extension; this yields the latecomer charge per square foot. 15% of the storm latecomer fee is retained by the City of Kirkland for administering the agreement, and 85% of the fee is returned to the developer. The Agreement is valid for 20 years and is administered by the Public Works Department.

Dave Sigl installed approximately 135 lineal feet of storm main line extension on 18th Avenue West (See exhibit 1). This public storm main extension provides storm service to his two lot short plat as well as a neighbor's property. A Storm Facility Agreement has been filed with the Public Works Department to receive reimbursement for the storm main extension (Exhibit A). Property owners listed in this agreement who are applying for connection to the storm main will be required to pay \$1.2078 per square foot of their lot plus normal City of Kirkland storm connection fees.

Upon approval of the resolution and subsequent signing by the City Manager, the agreement will be sent to King County for recording. Finally, notice of latecomer connection charges will be sent to each property owner included in the agreement.

Exhibit A: Storm Facilities Agreement
Exhibit 1: Sigl Latecomer Map
Exhibit 2: Sigl Short Plat Assessment Roll
Exhibit 3: Sigl Short Plat Assessment Roll

RESOLUTION R-4950

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A STORM FACILITY AGREEMENT WITH DAVE SIGL 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 adequate storm water control systems; and

WHEREAS, the Washington State Legislature enacted the Municipal Water, Storm and Sewer Facilities Act (RCW 35.91.010 et seq.) in furtherance of this goal and authorizing municipalities to enter into agreements of this nature; and

WHEREAS, The City of Kirkland concludes entering into this agreement will promote this goal;

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 Storm Facility Agreement between the City and Dave Sigl. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2013.

Signed in authentication thereof this ____ day of _____, 2013

MAYOR

Attest:

City Clerk



STORM 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 Dave Sigl hereinafter referred to as "Developer":

WITNESSETH

Section 1. Developer does hereby agree to construct, at its sole expense, the STORM 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 STORM construction and installation.

Section 2. Upon completion of said storm 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 storm system with full power of the City of Kirkland to charge for its use such storm 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 2 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 or parcel's "pro rata share" of the cost of construction of the storm facilities. EXHIBIT 3 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 3 as Developer's properties) who shall hereafter tap into or use said storm 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 charge required by the ordinances of the City of Kirkland to be paid upon connecting to a storm 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 \$37,683.00, 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 2, 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 P.O. Box 3027 Kirkland, WA 98083 until such time as Developer shall have received the total sum of \$16,015.28 or the expiration of twenty (20) 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 2, 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 storm 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 3 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: _____

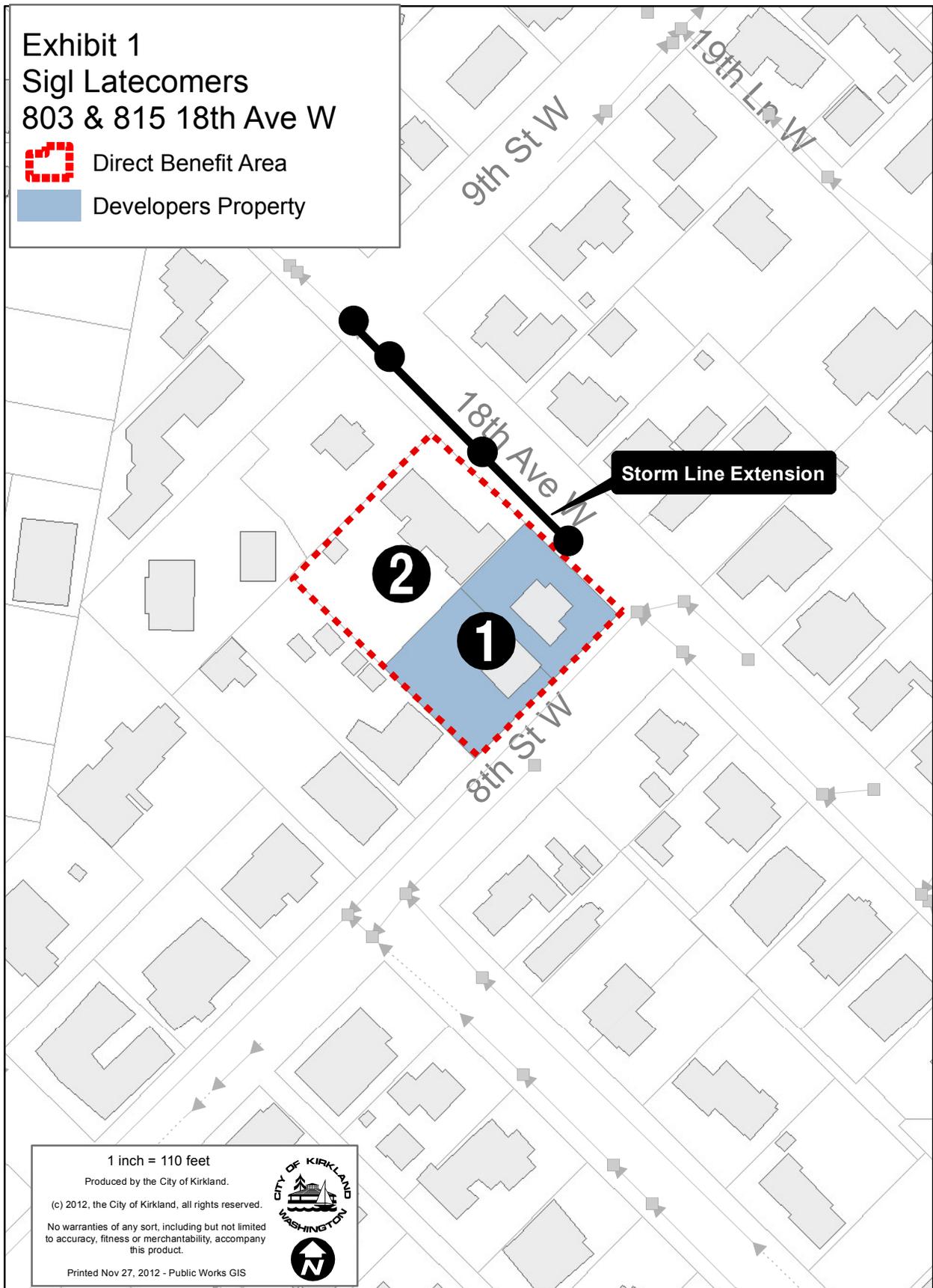
Exhibit 1
Sigl Latecomers
803 & 815 18th Ave W



Direct Benefit Area



Developers Property



1 inch = 110 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.

Printed Nov 27, 2012 - Public Works GIS



Sigl Short plat latecomer's assessment roll for Storm Extension

R-4950 EXHIBIT 2

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%
2	1245500845	Waiss Thomas and Mary 815 18th Ave W Kirkland, WA 98033	The Northeast 156 feet of lots 19 &20, Blok 151, Burke & Farrar's Kirkland Add, to the City of Seattle Division 29, according to the plat thereof recorded in volume 25 of plats, page(s) 29, records of King County, Washington.	15,600	15,600	15,600	\$14,131.13	\$4,710.38	\$18,841.50	\$16,015.28	\$2,826.23
TOTALS				15,600	15,600	15,600	\$14,131.13	\$4,710.38	\$18,841.50	\$16,015.28	\$2,826.23

Cost Per Square Foot of Sewer Construction		Calculation of the Cost Per Square Foot of Sewer Construction	
Construction Monitoring/Mgr	\$0.00	75% of Total Cost Shall be borne by the Total Direct Benefit Area (TDBA)	
Engineering Cost	\$7,959.00	25% of Total Cost Shall be borne by the Total General Benefit Area (TGBA)	
Construction Cost	\$27,156.00	Therefore the following are cost per square foot for each benefit area:	
Overlay Cost	\$0.00	$((75\%) \times (\text{Total Cost} / \text{TDBA})) = .75 \times \$37,683.00 / 31200 =$	0.905841
Permit Fees	\$2,568.00	$((25\%) \times (\text{Total Cost} / \text{TGBA})) = .25 \times \$37,683.00 / 31200 =$	0.301947
Total	\$37,683.00		
	\$37,683.00		

Sigl Short plat latecomer's assessment roll Exempt from Collection of Storm Extension

R-4950 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
1	1254500825	Sigl David & Suzan 803 18th Ave W Kirkland, WA 98033	Lots 17 & 18, Block 151, Burke & Farrar's Kirkland Add, to the City of Seattle Division 29, according to the plat thereof recorded in volume 25 of plats, page(s) 29, records of King County, Washington.	15,600	15,600	15,600	\$14,131.13	\$4,710.39	\$18,841.50
				15,600	15,600	15,600	\$14,131.13	\$4,710.39	\$18,841.50