



CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587-3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsay, City Manager

From: John A. Burkhalter, P.E., Senior Development Engineer
Rob Jammerman, Development Engineering Manager
Daryl Grigsby Public Works Director

Date: February 10, 2006

Subject: CITY COUNCIL RESOLUTION APPROVING A WATER FACILITY AGREEMENT WITH DAN AND PEGGI STURGILL.

RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a Water Facility Agreement with Dan and Peggi Sturgill.

POLICY IMPLICATIONS:

The City of Kirkland is authorized pursuant to Chapter 35.91 RCW to enter into a Water Facility Agreement (also known as a Water Latecomers' Agreement) allowing developers to receive compensation for the installation of public water 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. These latecomers' fees are calculated based on the area of the property being served: dividing the benefit area into the total cost of the water extensions yields the latecomers' charge. Fifteen percent (15%) of the water latecomers' fee is retained by the City of Kirkland for administering the agreement and eighty-five percent (85%) of the fee is returned to the developer. The agreement is valid for 15 years and is administered by the Department of Public Works.

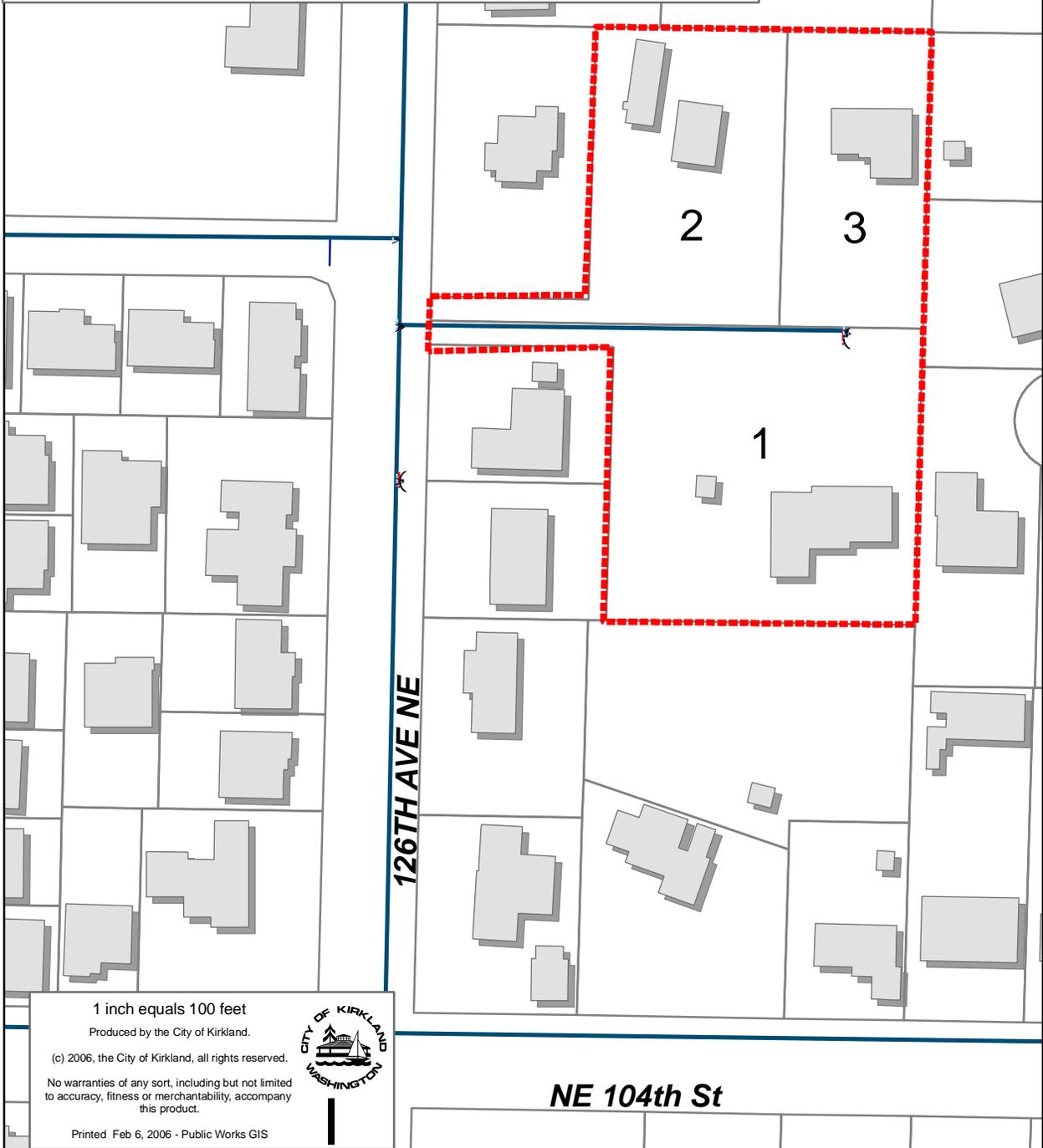
BACKGROUND DISCUSSION:

Dan and Peggi Sturgill installed approximately 280 lineal feet of water main line extension along 126th Ave. NE. This public water main extension provides water service to various parcels. A Water Facility Agreement has been filed with the Department of Public Works to receive reimbursement for the water line extension. Any property owner applying for connection to the water main will be required to pay approximately \$.253 per square foot for the direct benefit area and approximately \$.0842 per square foot for the general benefit area plus normal City of Kirkland water 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 latecomers' connection charges will be sent to each property owner included in the agreement.

CC: City Attorney

Exhibit 1
126th Ave NE
Water Latecomers
Dan and Peggi Sturgill
Kirkland, WA
Red - Direct and General Benefit



McDonald Short Plat Water Latecomer's Assessment Roll

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	674370-0317	C O & Karen Page 10448 126th Ave NE Kirkland, WA 98033	Lot 5 & 6 4 Pettits H C Alder Grove Kirkland W 120 ft of E 210 ft of 5 & W 120 ft of E 210 feet of N 1/2 of 6 & S 15 ft of N 1/2 of 6 Less E 210 ft	22,200	22,200	22,200	\$5,607.29	\$1,869.10	\$7,476.38	\$6,354.93	\$1,121.46
3	674370-0315	Raymond D Cantu 10450 126th Ave NE Kirkland, WA 98033	Lot 5 & 6 4 Pettits H C Alder Grove Kirkland E 90 ft of FOLG 5 & N 1/2 of 6	15,560	15,560	15,560	\$3,930.15	\$1,310.05	\$5,240.20	\$4,454.17	\$786.03
TOTALS				37,760	37,760	37,760	\$9,537.44	\$3,179.15	\$12,716.59	\$10,809.10	\$1,907.49

Cost Per Square Foot of Water Construction		Calculation of the Cost Per Square Foot of Water Construction	
Survey Cost	\$698.85	75% of Total Cost Shall be borne by the Total Direct Benefit Area (TDBA)	
Engineering Cost	\$1,662.28	25% of Total Cost Shall be borne by the Total General Benefit Area (TGBA)	
Construction Cost	\$20,672.00	Therefore the following are cost per squeste foot for each bendfit area:	
Permit fees/misc	\$2,010.40	$((75\%)(\text{Total Cost}/\text{TDBA})) = .75 \times \$25,043.53 / 74,363 =$	0.252581
Total	\$25,043.53	$((25\%)(\text{Total Cost}/\text{TGBA})) = .25 \times \$25,043.53 / 74,363 =$	0.084194

McDonald Short Plat Developer's Water Assessment Roll

EXHIBIT 3

Ref No.	Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	Total Area (SF)	Direct Benefit Area (SF)	General Benefit Area (SF)	Total Cost
1	674370-0320	Dan & Peggi Sturgill 1500 E. College Way Ste A PMB 422 Mount Vernon, WA 98273	6 - 7 4 Pettits H C Alder Grove Kirkland S 1/2 of 6 & all of 7 less Beg at SW Cor of 7 the N on W ln of 6 & 7 Dist 170.90 ft the S 89 Deg 20 Min 37 Sec E 115.01 ft the S 01 Deg 21 Min 29 Sec W 171.11 ft to S ln of 7 the W Alg Sd S Ln 115.01 ft to POB.	36,603	36,603	36,603	\$12,326.94

TOTALS	36,603	36,603	36,603	\$12,326.94
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RESOLUTION R-4555

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A WATER FACILITY AGREEMENT WITH DAN AND PEGGI STURGILL 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 the development of adequate water systems; and

WHEREAS, the Washington State Legislature enacted the Municipal Water and Sewer Facilities Act, (Chapter 35.91 RCW,) in furtherance of this goal and authorized municipalities to enter into agreements with property owners for the construction of water facilities and the reimbursement of such owners by "latecomers"; and

WHEREAS, The City of Kirkland concludes entering into this agreement will promote the goal of the improvement of public health;

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 Water Facility Agreement between the City and Dan and Peggi Sturgill. 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 _____, 2006.

Signed in authentication thereof this ____ day of _____, 2006.

MAYOR

Attest:

City Clerk

EXHIBIT A



WATER 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 Dan and Peggi Sturgill hereinafter referred to as "Developer":

WITNESSETH

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

Section 2. Upon completion of said water 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 water system with full power of the City of Kirkland to charge for its use such water 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 of parcel's "pro rata share" of the cost of construction of the water 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 1 as Developer's properties) who shall hereafter tap into or use said water 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 change required by the ordinances of the City of Kirkland to be paid upon connecting to a water 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 \$25043.53, 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 1500 E College Wy Mt Vernon WA until such time as Developer shall have received the total sum of \$10,809.10, or the expiration of fifteen (15) 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 water 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: _____

