

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2020

AGENDA ITEM:	
Recovery Contract (20-301) for Sewer Utility Construction Costs	
PREPARED BY:	DIRECTOR APPROVAL:
Ken McIntyre, Development Services Manager	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Recovery contract, vicinity map, recovery map, recovery fee calculation	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
This recovery contract establishes a fair fee for latecomers benefitting from an 8” sanitary sewer line constructed in the 32 nd Pl. NE right-of-way as part of the recent King’s Creek short plat. The recoverable water extension is identified on the attached recovery map.	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the recovery contract.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the recovery 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. 20-301**

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:
Alexander Reed, LLC

Address:
**PO Box 1462
Marysville, WA 98270**

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a sewer system, including a(n) 8-inch line and appurtenances situated as follows:

Approximately 344 LF of 8" sanitary sewer main located in 32nd Pl. NE west of 74th Dr. NE, to serve the King's Creek Short Plat (APN 29050200304000).

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 **\$22,683.93**, 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 utilities, and is subject to the lien created by this Contract:

(One parcel located adjacent to and north of the King's Creek Short Plat (APN 29050200304100))

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 **\$9,945.74**.

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 property frontage length along 32nd Place West. 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 **\$38.25** per lineal foot of frontage along 32nd Place West 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

By: _____
, OWNER

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 _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

For Individual:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this __ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

VICINITY MAP



City of Marysville

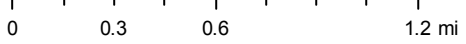
- +— Railroad
- Arterials
- - - Trails
- ||| Arlington airport
- ||| Water bodies
- Tributary
- - - Intermittent stream
- Swale
- - - Intermittent stream, not regulated
- Piped Stream
- Stream

- EVERETT
- LAKE STEVENS
- MARYSVILLE

- City limits**
- ARLINGTON

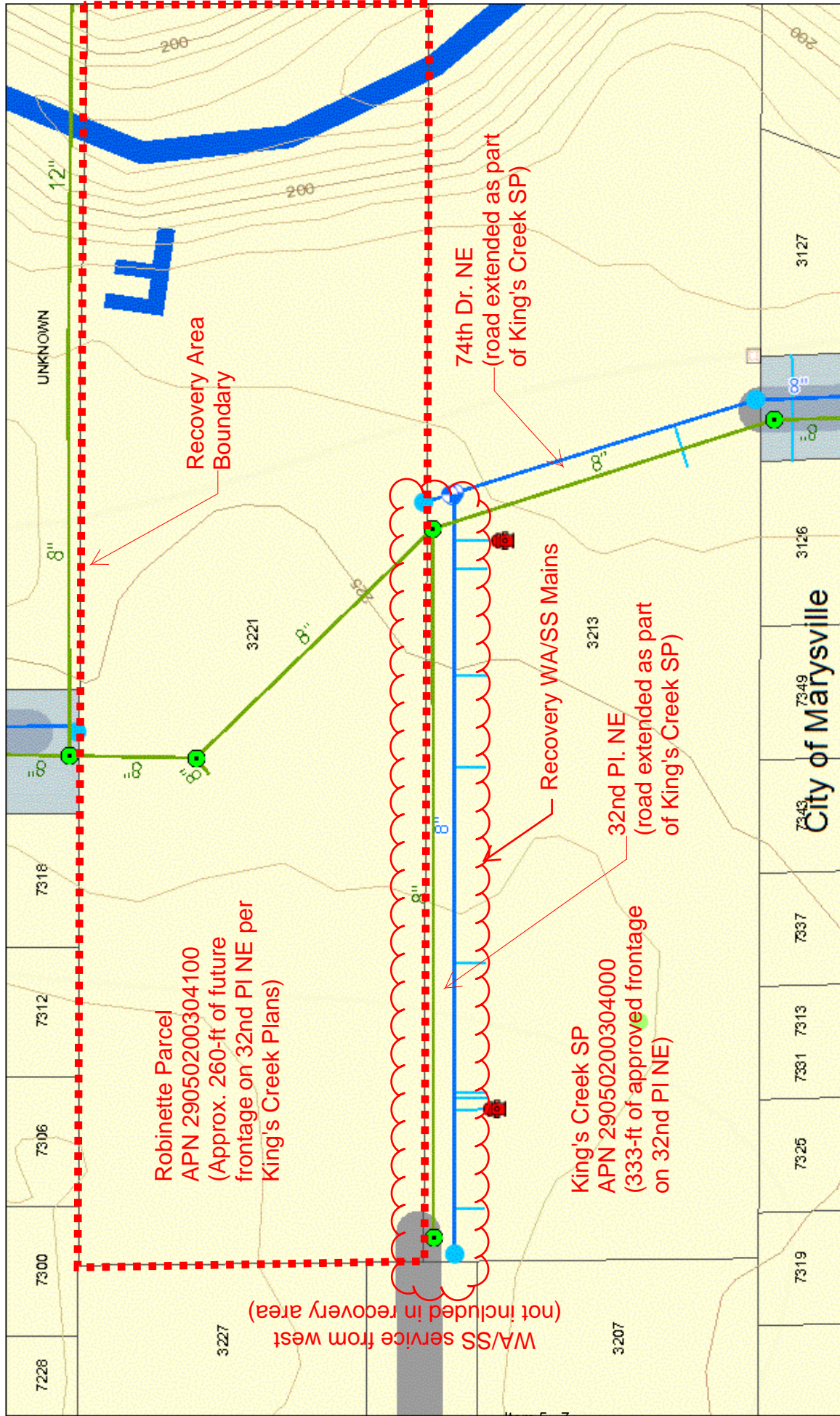
Item 5 - 6

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THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

King's Creek - WA/SS Recovery Map





PUBLIC WORKS DEPARTMENT
Recovery Contract 20-301
Recovery Fee Calculation

By: KJM
 Date: 9/25/2020

	Qty	Item	Cost
Sewer Costs:	344 lf	8" SS Main	\$ 14,536.90
(per bill-of-sale & consultant invoices)	1 ea	48" SS Manhole	\$ 4,098.75
	1 ea	Drop Connection	\$ 3,414.53
	1 ea	Compute SS for staking (ORCA)	\$ 100.00
	1 ea	Setup SS cut sheets (ORCA)	\$ 57.50
	1 ea	Stake SS (ORCA)	\$ 75.00
	1 ea	WA plans per City comments (Land Tech)	\$ 57.50
	1 ea	SS - Add ex septic stub to base (Land Tech)	\$ 93.75
	1 ea	SS plans (Land Tech)	\$ 125.00
	1 ea	SS add inside drop connection (Land Tech)	\$ 125.00
Sewer Subtotal =			\$ 22,683.93

Contributing Property Summary:	Robinette Parcel (APN 29050200304100)	
	Frontage length on 32nd PI =	260 lf (est. from King's Cr. Plans)
	King's Creek Parcel (APN 29050200304000)	
	Frontage length on 32nd PI =	333 lf (per King's Cr. Plans)
Total Frontage Length =		593 lf

Calculated Pro-Rata Sewer Fee =	\$38.25 /lf
(Total cost / Total Frontage Length along 32nd PI NE)	
Recoverable Sewer Fee =	\$9,945.74
(Pro-Rata Fee x remaining recovery frontage length along 32nd PI NE)	