RESOLUTION R-5752

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A LATECOMER STORM FACILITIES AGREEMENT WITH LESLIE K. PNG AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the goal of improving public and ecological health is furthered by adequate stormwater management systems; and

WHEREAS, the Washington State Legislature enacted the Municipal Water and Sewer Facilities Act, codified in chapter 35.91 RCW, in furtherance of this goal and requiring municipalities to enter into Storm Facilities Agreements with developers; and

WHEREAS, Leslie K. Png redeveloped a single-family parcel in the Norkirk neighborhood and installed a storm main extension in the 8th Avenue right-of-way, which serves the Png property and three neighboring properties; and

WHEREAS, the City Council of the City of Kirkland concludes that entering into a Latecomer Storm Facilities Agreement with Leslie K. Png to allow recoupment of a portion of the costs of installing a storm main extension is consistent with state requirements and will promote the goal of providing adequate stormwater management systems.

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager or designee is hereby authorized and directed to execute, on behalf of the City, the Latecomer Storm Facilities Agreement between the City and Leslie K. Png in substantially the same form as attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 17th day of November, 2026.

Signed in authentication thereof this 17th day of November, 2026.

Kelli Curtis, Mayor

Attest:

Anastasiya Warhol, City Clerk

LATECOMER STORM FACILITIES AGREEMENT PURSUANT TO CHAPTER 35.91 OF THE REVISED CODE OF WASHINGTON

THIS AGREEMENT made and entered into this day, pursuant to Chapter 35.91 RCW, between the City of Kirkland, a non-charter optional code city, hereinafter referred to as "City," and Leslie K. Png, hereinafter referred to as "Developer." The parties agree as follows:

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 City's specifications and standards 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, said facility shall become the property of the City and a part of its Storm system with full power of the City to charge for its use such Storm connection and service rates and charges as the City may be authorized by law to establish, and all further maintenance and operation costs of said facility shall be borne by the City.

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's or parcel's "pro rata share" of the cost of construction of the Storm facilities.

Section 4. Any owner of any real property located within the benefit area (other than those properties designated in **EXHIBIT 2** 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, in addition to any connection or other change required by the ordinances of the City 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 **$83,426.00**; 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** is hereby approved by the City.

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 to cover costs of administering the provisions of this agreement, to Developer at **Leslie K. Png, 416 8th Ave, Kirkland, WA 98033**, until such time as Developer shall have received the total sum of **$53,184.00**, 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 Developer to advise the City of any change in Developer's contact and mailing information and to confirm the contact and mailing information is current at least every two years from the date the contract is executed. The Developer shall also provide notice to the City of any change in company name and/or any assignment of Developer's rights and obligations under this Agreement. If Developer fails to comply with the notification requirements of this section within sixty (60) days of the specified time, then the City may collect and retain any reimbursement funds otherwise owed to Developer. All funds collected and retained by the City under this section must be deposited in the City's capital fund.

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 King County Recorder's Office and then only as to such real property owners as tap into or connect into said facility subsequent to such recording. The City shall not be required to disburse any "fair pro rata share" to Developer that 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. No person, firm, or corporation, other than Developer as to the real property identified as owned by Developer in **EXHIBIT 2** 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 OR DESIGNEE FOR THE CITY OF KIRKLAND WHO IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF SAID CITY BY VIRTUE OF RESOLUTION NO. _____	By: _____ By: _____

(Sign in blue ink)

(*Individuals Only*)

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

_____

_____

_____

(*Individuals Only*)

STATE OF WASHINGTON
County of _____

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the Storm Facilities Agreement and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

_____
Notary's Signature

_____
Print Notary's Name

Notary Public in and for the State of Washington, Residing at: _____

My commission expires: _____

Exhibit 1
Storm Facilities Benefit Area



416 8th Avenue



EXHIBIT 2
LATECOMER ASSESSMENT ROLE

Les Png Single Family - LATECOMERS ASSESSMENT ROLL

Ref No.	Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	Total Lots	Direct Benefit Lots	General Benefit Lots	Direct Benefit Cost	General Benefit Cost	Total Cost	Reimburse Developer @ (85%)	Kirkland Administrative Fee (15%)
Developer's Property		**PNG, LES** 416 8TH AVE 98033 Single lot **(Full Benefit)** No potential to subdivide	LOTS 21 AND 22, BLOCK 172, TOWN OF KIRKLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 53, IN KING COUNTY, WASHINGTON.	1.0	1.0	1.0	$15,642	$5,214	$20,857	**Developer's Property**	
1	388580-6085	**GATO HAUS LLC & CARHAUS LLC** 420 8TH AVE 98033 Single lot **(Full Benefit)** No potential to subdivide	LOTS 23 AND 24, BLOCK 172, TOWN OF KIRKLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 53, IN KING COUNTY, WASHINGTON.	1.0	1.0	1.0	$15,642	$5,214	$20,857	$17,728	$3,128
2	388580-6095	**BOBROWICZ, CHRISTOPHER AND AMY** 430 8TH AVE 98033 Single lot **(Full Benefit)** No potential to subdivide.	LOTS 25 AND 26, BLOCK 172, TOWN OF KIRKLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 53, IN KING COUNTY, WASHINGTON.	1.0	1.0	1.0	$15,642	$5,214	$20,857	$17,728	$3,128
3	388580-6105	**BIENENFELD, LYNELLE COYLE** 436 8TH AVE 98033 Single lot **(Full Benefit)** No potential to subdivide.	LOTS 27 AND 28, BLOCK 172, TOWN OF KIRKLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 53, IN KING COUNTY, WASHINGTON.	1.0	1.0	1.0	$15,642	$5,214	$20,857	$17,728	$3,128
			TOTALS	**4.0**	**4.0**	**4.0**	**$62,570**	**$20,857**	**$83,426**	**$53,184**	**$9,385**
							75%	*25%*			

Storm Construction Cost Incurred by Developer	
Construction Cost (Invoices Paid)	$83,426
Total Cost:	**$83,426**

Notes: