CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117782

AN ORDINANCE granting King County Department of Natural Resources and Parks, Wastewater Treatment Division permission to construct, maintain, and operate a combined sewer overflow control system within Triton Drive Northwest as part of the existing North Beach Pump Station for an unlimited term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, King County Department of Natural Resources and Parks, Wastewater Treatment Division ("KCWTD") has applied for permission to construct a below-grade combined sewer overflow ("CSO") control facility that includes a storage tank, flushing vault, and drain vault (the "North Beach CSO" or "project"). The purpose of the project is to reduce and control stormwater flows to the combined sewer system and the frequency of CSO events at KCWTD's North Beach Basin outfalls to Puget Sound; and

WHEREAS, KCWTD has determined that installing and implementing the North Beach CSO is KCWTD's preferred option for complying with KCWTD's National Pollution Discharge Elimination System Waste Discharge Permit No. WA-002918-1 for the West Point Wastewater Treatment Plant that requires KCWTD to limit CSO events to Puget Sound at the North Beach Pump Station to no more than one overflow per year; and

WHEREAS, by Resolution 31421, the City granted conceptual approval of the construction of the North Beach CSO project; and

WHEREAS, the City Council approved, with conditions, the Council Land Use Action for the expansion under Clerk's File 312299 on March 18, 2013 that included approval of a Shoreline Substantial Development Permit for features of the expanded facility that are within the City's Shoreline District; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the North Beach CSO, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of Seattle ("City") grants permission (also referred to in this ordinance as a permit) to the King County Department of Natural Resources and Parks, Wastewater Treatment Division, and its

successors and assigns as approved by the Director of the Seattle Department of Transportation ("Director") according to Section 14 of this ordinance (the party named above and each approved successor and assign is referred to as "Permittee"); to construct, maintain, and operate a below-grade combined sewer overflow ("CSO") control facility that includes a storage tank, flushing vault, and drain vault (the "North Beach CSO" or "project"). The North Beach CSO is located in Triton Drive Northwest, at the intersection of Northwest 100th Street and Northwest Blue Ridge Drive, adjacent in whole or in part to King County's North Beach pump station, parcel no. 613260-0005, the property legally described as:

Lot 1, Block 1, of North Beach Addition, King County, Washington.

The purpose of the project is to reduce and control stormwater flows to the combined sewer system and the frequency of CSO events at KCWTD's North Beach Basin outfalls to Puget Sound.

Section 2. **Term.** The permission granted to the Permittee to construct, maintain, and operate the North Beach CSO under this ordinance shall continue for so long as the North Beach CSO is used to reduce the frequency of combined sewer overflows to Puget Sound at the North Beach pump station facility. This permission is subject to the right of the City to require the removal of the North Beach CSO for city transportation purposes or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. During the lifetime of the North Beach CSO, the Director may further assess the effectiveness of the North Beach CSO and determine if additional amendments to this ordinance are desired or necessary.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities; and the Permittee being responsible for any damage to

the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of the North Beach CSO and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for transportation purposes.** The permission granted is subject to use of the street right-of-way or other public place (collectively "public place") by the City and the public for transportation purposes. The City expressly reserves the right to deny or terminate the permission at any time and require the Permittee to remove the North Beach CSO, or any part thereof or installation on the public place, at the Permittee's sole cost and expense in the event that:

(a) the City Council determines by ordinance that the space occupied by the North Beach CSO is necessary for any city transportation purpose or that the North Beach CSO interferes with any city transportation purpose; or

(b) the Director determines that use of the North Beach CSO has been abandoned; or

(c) the Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

A City Council determination by ordinance that the space is needed for, or the North Beach CSO interferes, with a city transportation purpose is conclusive and final.

Section 5. **Permittee's obligation to remove and restore.** If the City terminates the permission granted, then within a reasonable time stated in the ordinance or order requiring removal of the North Beach CSO, the Permittee shall, at its own expense, remove the North

Beach CSO and all of the Permittee's equipment and property from the public place. The Permittee shall replace and restore all portions of the public place that may have been disturbed for any part of the North Beach CSO in as good condition for public use as existed prior to construction of the North Beach CSO and in at least as good condition in all respects as the abutting portions of the public place as required by SDOT right-of-way restoration standards.

Failure to remove the North Beach CSO as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code ("SMC") or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the North Beach CSO and restore the public place at the Permittee's expense, and collect such expense in any manner provided by law.

Upon the Permittee's completion of removal and restoration in accordance with this section, or upon the City's completion of the removal and restoration and the Permittee's payment to the City for the City's removal and restoration costs, the Director shall then issue a certification that the Permittee has fulfilled its removal and restoration obligations under this ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee from compliance with all or any of the Permittee's obligations under this section.

Section 6. **Repair or reconstruction.** The North Beach CSO shall remain the exclusive responsibility of the Permittee. The Permittee shall maintain the North Beach CSO in good and safe condition for the protection of the public. The Permittee shall obtain all required City permits and approvals to construct, reconstruct, repair, or maintain the North Beach CSO. Construction of the North Beach CSO shall conform to the plans and specifications approved by

the Director. The Director may, in the Director's judgment, order the North Beach CSO reconstructed or repaired at the Permittee's cost and expense because of: the deterioration or unsafe condition of the North Beach CSO; the installation, construction, reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or for any other cause that gives rise to public health or safety concerns.

Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and failure of the Permittee to correct an unsafe condition within the time stated in the notice, the Director may order the North Beach CSO be closed or removed at the Permittee's expense if the Director deems that the North Beach CSO has become unsafe or creates a risk of injury to the public. If there is an immediate threat to the health or safety of the public, a notice to correct is not required.

Section 8. **Continuing obligations.** Notwithstanding termination of the permission granted, or closure or removal of the North Beach CSO, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Section 17 of this ordinance.

Section 9. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the North

Beach CSO or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only damages that may result from the sole negligence of the City, that may accrue to, be asserted by, or be suffered by any person or property including, without limitation, damage, death, or injury to members of the public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

(a) the existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the North Beach CSO or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;

(b) anything that has been done or may at any time be done by the Permittee by reason of this ordinance; or

(c) the Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the North Beach CSO or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the

City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance that protects the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

(a) construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the North Beach CSO or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the North Beach CSO;

(b) the Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and

(c) claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements are CGL insurance based on the Insurance Services Office (ISO) form CG 00 01 or equivalent. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to RCW Chapter 48.15. If coverage is placed with any other insurer or is

partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum limits of liability shall be $2,000,000 each occurrence combined single limit bodily injury and property damage, with $4,000,000 annual aggregate. Coverage shall name the "City of Seattle, its elected and appointed officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to the Department of Transportation ("SDOT") at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of

its self-insurance program. The City may at any time revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as specified in this ordinance.

In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the insurance required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 11. **Contractor insurance.** The Permittee shall contractually require that any and all of its contractors performing work contemplated by this permit name the "City of Seattle, its elected and appointed officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance and self-insurance. The Permittee shall also include in all contract documents with its contractors a third-party beneficiary provision extending to the City construction indemnities and warranties granted to the Permittee.

Section 12. **Performance bond.** In the event that the Permittee seeks to assign or transfer the permission granted by this ordinance, the Director in consultation with the City Attorney's Office, may determine that a performance bond is necessary to adequately protect the City's interests, in which case the successor entity shall deliver to the Director for filing with the City Clerk, as a condition of approval of the assignment or transfer within 60 days of notification of such determination, a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington that is in the amount determined by the Director in consultation with the City Attorney's Office, and conditioned with a requirement that the successor entity shall comply with every provision of this ordinance and with every order the Director issues under this ordinance. The successor entity shall ensure that the bond remains in effect until the Director has issued a certification that the successor entity has fulfilled its

removal and restoration obligations under Section 5. An irrevocable letter of credit approved by the SDOT Director in consultation with the City Attorney's Office may be substituted for the bond.

Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. **Consent required for any assignment or transfer.** The permission granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the Permittee transfer, assign, mortgage, pledge or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has accepted in writing all of the terms and conditions of the permission granted by this ordinance; has provided, at the time of the acceptance, the bond and certification of insurance coverage required under this ordinance; and has paid any fees due under Section 17 of this ordinance. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the North Beach CSO.

The obligations and conditions imposed on the Permittee by and through this ordinance are also imposed on the Permittee's successors and assigns regardless of whether the Director has approved assignment or transfer of the permission granted by this ordinance to the successors

or assigns. All references in this ordinance to obligations or conditions imposed on the "Permittee" shall also be deemed to refer to the Permittee's successors and assigns.

Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts that may be charged by the City to inspect the North Beach CSO during construction, reconstruction, repair, safety inspections, and at other times deemed necessary by the City. No inspection or approval by the City shall be construed as a representation, warranty or assurance to the Permittee or any other person as to the safety or soundness of any structure or condition, nor as to compliance with this ordinance or any agreement or standard. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to the Department of Transportation at an address specified by the Director, an inspection report that:

(a) describes the physical dimensions and condition of all load-bearing elements;

(b) describes any damages or possible repairs to any element of the North Beach CSO;

(c) prioritizes all repairs and establishes a timeframe for making repairs; and

(d) is stamped by a professional engineer licensed in the State of Washington.

The report meeting the foregoing requirements shall be submitted in the event of a natural disaster or other event that may have damaged the North Beach CSO, and shall be submitted by the date established by the Director. The Permittee has the duty of inspecting and maintaining the North Beach CSO, and the responsibility to submit structural inspection reports as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance.

The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an annual fee of $3,916.50.

Adjustments to the annual fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the Transportation Operating Fund.

Section 18. **Compliance with laws.** The Permittee shall construct, maintain and operate the North Beach CSO in compliance with all applicable federal, state, County, and City laws and regulations. Without limitation, in all matters pertaining to the North Beach CSO, the Permittee shall comply with the City's laws prohibiting discrimination in employment and contracting including Seattle's Fair Employment Practices Ordinance, Chapter 14.04, and Fair Contracting Practices code, Chapter 14.10, or successor provisions.

Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the Director its written signed acceptance of the terms of this ordinance within 60 days after the effective date of this ordinance. The Director shall file the written acceptance with the City

Clerk. If an acceptance is not received within that 60-day period, the privileges conferred by this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed and forfeited. The Permittee shall not commence construction of the North Beach CSO prior to the Permittee delivering its written signed acceptance of the terms of this ordinance and providing the certification of insurance coverage required by this ordinance.

Section 20. **Obligations run with the Property.** The obligations and conditions imposed on the Permittee by and through this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the North Beach CSO and legally described in Section 1 of this ordinance (the "Property"), regardless of whether the Director has approved assignment or transfer of the permission granted to such subsequent owners.

At the request of the Director, the Permittee shall provide to the Director a current title report showing the identity of all owners of the Property and all encumbrances on the Property.

The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director on a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions in this ordinance, signed and acknowledged by the Permittee and any other owners of the Property and recorded with the King County Recorder's Office. The Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

Section 21. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

Section 22. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2013, and signed by me in open session in authentication of its passage this

_____ day of _____, 2013.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2013.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2013.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation	Angela Steel/684-5967	Christie Parker/684-5211

Legislation Title:

AN ORDINANCE granting King County Department of Natural Resources and Parks, Wastewater Treatment Division permission to construct, maintain, and operate a combined sewer overflow control system within Triton Drive Northwest as part of the existing North Beach Pump Station for an unlimited term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary of the Legislation:
This legislation grants the King County Department of Natural Resources and Parks, Wastewater Treatment Division ("KCWTD") permission to construct, maintain, and operate a combined sewer overflow system ("North Beach CSO") within Triton Drive Northwest as part of the existing North Beach Pump Station. An area map is attached for reference.

This permit is for an unlimited term for so long as the North Beach CSO is used to reduce the frequency of combined sewer overflows to Puget Sound at the North Beach Pump Station, subject to the right of the City to require the removal of the North Beach CSO or to revise any of the terms and conditions of the permission granted by this permit. The legislation has an insurance provision as recommended by the City Risk Manager, specifies the conditions under which authorization is granted, and provides for acceptance of the permit and conditions.

The ordinance requires KCWTD to pay the City an annual fee of $3,916.50 commencing on the effective date of the ordinance, and annually thereafter. Adjustments to the annual fee may be made every year and if adjusted the fee shall be calculated according to the term permit fee schedule adopted by the City Council by Ordinance 123485. An Annual Fee Appraisal Summary is attached for reference.

Background:
By Resolution 31421, the City granted conceptual approval for the North Beach CSO project.

To complete the upgrade of the facility, Council also approved a separate Council Land Use Action under Clerk's File 312299 to allow the use of a parcel located immediately to the north of the project site as well as landscape enhancements within the City's Shoreline Overlay zone.

Please check one of the following:

_X_ This legislation has financial implications.

Appropriations: N/A

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2013 Revenue	2014 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee –	$3,916.50	TBD
TOTAL			**$3,916.50**	**TBD**

Revenue/Reimbursement Notes: N/A

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact: N/A

Do positions sunset in the future? No

Spending/Cash Flow: N/A

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?** If the legislation is not approved by City Council, KCWTD would be out of compliance with their NPDES permit.

b) **What is the financial cost of not implementing the legislation?** If the legislation is not enacted by the City Council, the City of Seattle will not receive the annual fee of $3,916.50. As previously stated, the City of Seattle has the option to adjust the fee amount on an annual basis.

c) **Does this legislation affect any departments besides the originating department?** No

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None

e) **Is a public hearing required for this legislation?** No

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?** No

g) **Does this legislation affect a piece of property?** Yes, an area map is attached for

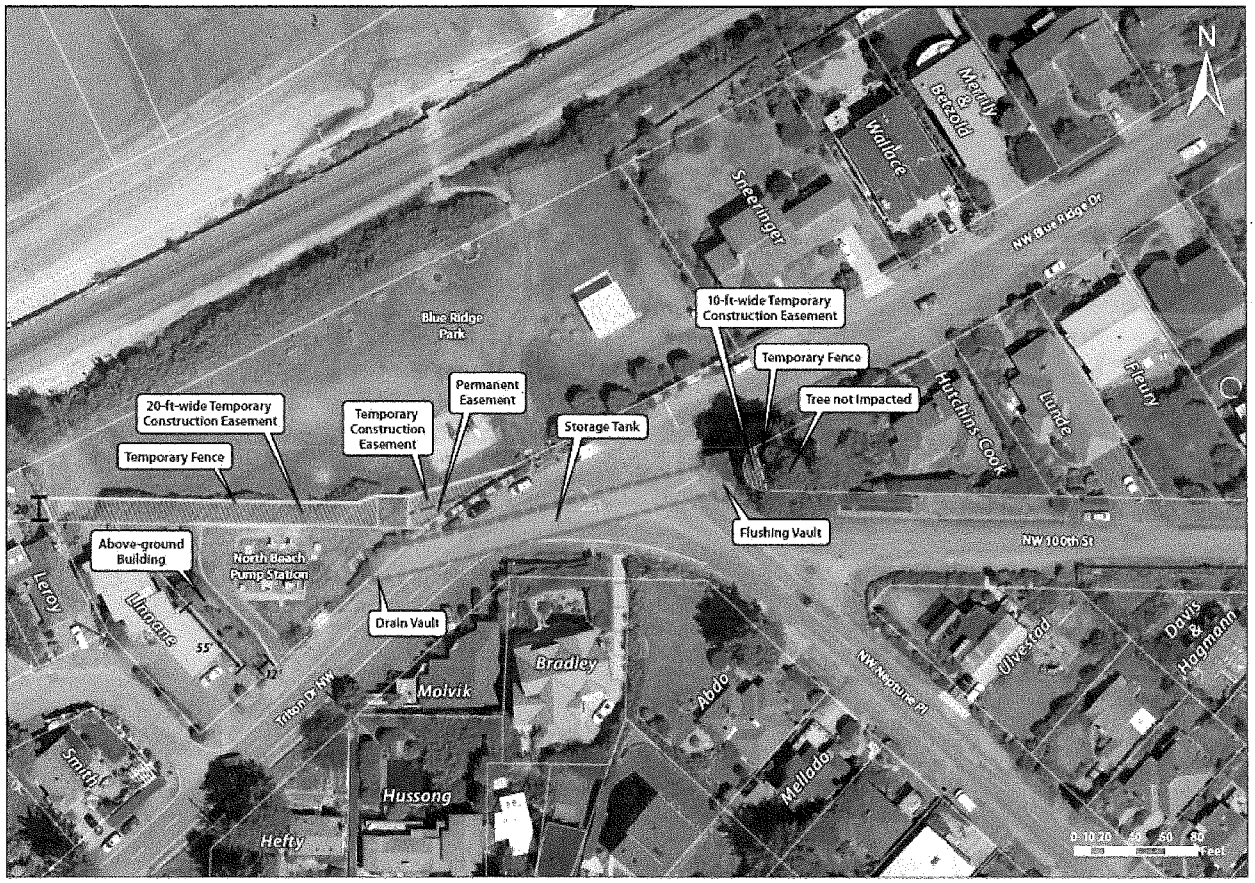
reference.

h) Other Issues: None

List attachments to the fiscal note below:

Attachment A – King County North Beach CSO Area Map
Attachment B – Annual Fee Assessment Summary

Attachment A – King County North Beach CSO Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

City of Seattle
Office of the Mayor

April 30, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that will grant to the King County Department of Natural Resources and Parks, Wastewater Treatment Division ("KCWTD") permission to construct, maintain, and operate a combined sewer overflow control system ("North Beach CSO") within Triton Drive Northwest as part of the existing North Beach Pump Station.

The purpose of the North Beach CSO project is to reduce and control stormwater flows to the combined sewer system and the frequency of CSO events at KCWTD's North Beach Basin outfalls to Puget Sound. King County's National Pollution Discharge Elimination System Waste Discharge Permit for the West Point Wastewater Treatment Plant requires that King County limit CSO events to Puget Sound at the North Beach Pump Station to no more than one overflow per year.

Thank you for your consideration of this legislation. Should you have questions, please contact Angela Steel at 684-5967.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov

Amy Gray
SDOT King County North Beach CSO ATT B
March 20, 2013
Version #1a

Attachment B - Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 3/20/13

Summary:
Land Value: $31.34/SF
2013 Permit Fee:
$3,916.50

I. Property Description:

The King County Department of Natural Resources and Parks, Wastewater Treatment Division has proposed the construction of the combined sewer overflow control system within Triton Drive Northwest as part of the existing North Beach Pump Stations. The combined sewer overflow system area is **5,207 square feet**.

Applicant:
King County Department of Natural Resources and Parks, Wastewater Treatment Division

Abutting Parcels, Property Size, Assessed Value:

1. Parcel 6132600005, Square Feet 10,328

   Tax year 2013 Appraised Land Value $206,500

2. Parcel 0868002485, Square Feet 58,806

   Tax year 2013 Appraised Land Value $109,000

3. Parcel 6132600135, Square Feet 4,312

   Tax year 2013 Appraised Land Value $342,000

4. Parcel 0868002490, Square Feet 400

   Tax year 2013 Appraised Land Value $1,000

5. Parcel 6132600140, Square Feet 9,370

   Tax year 2013 Appraised Land Value $456,000

6. Parcel 6132600150, Square Feet 12,136

   Tax year 2013 Appraised Land Value $416,000

7. Parcel 0868002110, Square Feet 11,924

   Tax year 2013 Appraised Land Value $391,000

   Average 2013 tax assessed land value: $31.34/SF

II. Annual Fee Assessment:

The 2013 permit fee is calculated as follows:

($31.34/SF) X (5,207 SF) X (30%) X (8%) = $3,916.50 where 30% is the degree of alienation for a below-grade utility structure and 8% is the annual rate of return.

Fee methodology authorized under Ordinance 123485.