

RETURN ADDRESS:
City of Camas
616 NE 4th Avenue
Camas, WA 98606

LATECOMER REIMBURSEMENT AGREEMENT

This AGREEMENT made this _____ day of _____, 2018
by and between the CITY OF CAMAS, a municipal corporation organized under the laws
of the State of Washington, hereinafter referred to as "City", and CAMAS SCHOOL
DISTRICT NO. 117, a political subdivision organized under the laws of the State of
Washington, hereinafter referred to as "School District".

RECITALS

A. School District and City previously entered into an Interlocal Agreement
("Interlocal") dated June 6, 2016 for the construction and financing of water system
facilities ("Facilities") shown on Exhibit A to serve the School District's Lacamas Lake
Elementary property located at the intersection of NE 232nd Avenue and the newly
constructed North Shore Boulevard.

B. In accordance with the Interlocal, the School District has constructed the
Facilities and the City has accepted said Facilities. Additionally, the School District and
City have each paid for their respective portion of the Facilities.

C. The Facilities paid for by the School District contain capacity in excess of
that needed by the School District which will benefit owners of real property who did not
contribute to the original cost of construction who should be required to pay a fair pro rata
share of such cost, to be reimbursed to School District.

D. Chapter 35.91 RCW authorizes municipalities to contract with owners of
real property for the construction of sewer and water improvements to be conveyed to the
municipality, and to provide for a period of not to exceed twenty (20) years for the
reimbursement of such owners and their assigns by any owner of real estate who did not
contribute to the original cost of such water or sewer facilities and who subsequently tap
onto or use the same of a fair pro rata share of the cost of the construction of said water
or sewer facilities, including not only those directly connected thereto, but also users
connected to laterals or branches connecting thereto, subject to such reasonable rules
and regulations as the governing body of such municipality may provide or contract, and
notwithstanding the provisions of any other law.

E. School District has requested a Latecomer Agreement and the City and School District have subsequently complied with Chapter 35.91 RCW, which establishes the requirements and process for establishing a latecomer reimbursement area and reimbursement amount.

F. The real properties depicted on Exhibit B ("Benefited Properties") may potentially be benefited by the Facilities, and should be required to pay a fair pro rata share of the cost of construction of Facilities in the event the owners thereof tap into or use the Facilities within the period provide in this Latecomer Agreement.

G. The fair pro rata share of the cost of the construction of said Facilities to each Benefited Properties who subsequently tap onto or use the same ("the Latecomer Reimbursement") is shown in Exhibit C.

H. A summary of the Nature and Extent of the School District Project and Facilities, Total Cost of the Facilities, and a description of the method of calculating the Latecomer Reimbursement is included in Exhibit D.

AGREEMENT

The parties agree as follows:

1. Reimbursement Authorized. If the owner of any Benefited Property depicted in Exhibit B requests connection to the Facilities to serve new development within 20 years of the effective date of this Agreement, the City shall collect from such owner, prior to connection, Latecomer Reimbursement in the amounts stated in Exhibit C. Should a Benefited Property elect to connect an existing single-family home to the Facilities or construct any permitted structure and connect to the Facilities using a one-inch meter or smaller, the parcel will be charged a flat latecomer fee of \$4,000. This fee shall be in addition to any other City-related system development charges or fees. The remainder of the Latecomer Reimbursement will be due upon connection of any additional houses or buildings on the Property.

2. Payment of Reimbursement to School District. The City shall forward the Latecomer Reimbursement collected under Section 1, less a Handling Fee, to the School District within thirty (30) days of receipt of the funds. The Handling Fee shall be equal to the amount shown on the City's annual Fee Schedule for a "Transfer of Developer Credits" (2018 amount equal to \$53.00). Funds received by negotiable instrument, such as a check, will be deemed received ten (10) days after delivery to the City. Should the City fail to forward the latecomer's fee to the School District through the City's sole negligence, then the City shall pay the School District simple interest on those monies at the rate of twelve percent (12%) per annum. However, should the owner of any Benefited Property be negligent in paying the City and thus contribute to the failure of the City to pay over the latecomer's fee, then no interest shall accrue on late payment of the

latecomer's fee. Payment of funds shall be made to the School District at the following address:

Superintendent
Camas School District
841 NE 22nd Avenue
Camas, WA 98607

3. Abandonment of Facilities. If the City abandons all or any portion of the Facilities during the term of this Agreement, the City shall have no obligation to collect the latecomer reimbursement.

4. Assignment. School District may assign this Agreement to any person by submission to the City of a signed and notarized Notice of Assignment stating the name, street address, telephone number and email address of the assignee.

5. Connection to System. The provisions of this Latecomer Agreement shall not 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.

6. Hold Harmless. School District 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 this contract.

7. Recording. This Latecomer Agreement shall be recorded in the records of the Clark County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns, and all Benefited Property owners. The School District 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.

8. Effective Date and Term. This Agreement shall be effective from and after the date of its execution by the City, and shall terminate 20 years thereafter or when all reimbursement amounts in Exhibit C have been collected, whichever occurs first.

9. Liens. The reimbursement amounts due and owing to School District from the owners of Benefited Properties described in Exhibit B shall be a lien and servitude upon those properties.

10. Entire Agreement; Binding Nature. This Agreement constitutes the entire agreement between the parties concerning reimbursement for a pro-rata share of the cost of the Facilities, and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

11. Incorporation of Exhibits. Exhibits A, B, C and D are incorporated by reference into this Agreement.

DATED AND EXECUTED THIS _____ DAY OF _____, _____.

DRAFT

CITY OF CAMAS, a Municipal Corporation of the State of Washington.

By: _____

STATE OF WASHINGTON)
 : s.s.
County of Clark)

I certify that I know or have satisfactory evidence that _____
signed this instrument on oath, stated that he was authorized to execute the instrument on behalf
of the **CITY OF CAMAS, CLARK COUNTY, WASHINGTON** to be the free and voluntary act of
such parties for the uses and purposes mentioned in this instrument.

DATED THIS _____ DAY OF _____, _____

Notary Public in and for the State of Washington,
resident at _____
My Commission expires _____

CAMAS SCHOOL DISTRICT NO. 117

By: _____

State of Washington)
) s.s.
County of Clark)

I certify that I know or have satisfactory evidence that _____
signed this instrument on oath, stated that he was authorized to execute the instrument on behalf
of the **CAMAS SCHOOL DISTRICT NO. 117, CLARK COUNTY, WASHINGTON** to be the free
and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED THIS _____ DAY OF _____, _____

Notary Public for the State of Washington
Residing in _____
Appointment Expires _____

School District Waterline Installation

12" Waterline Extension By School District

Additional Piping Needed to supply fire flow to new School

North Shore Sewer

232nd Pump Station

Canas High School

Canas Elementary School

NW Lake Rd

SF Everett Rd

Grace Foursquare Church

Grove Field

Cardon Field

Underwriters Laboratories

Kyrle Middle School

Grass Valley Elementary School

Camp Currie

School Property

School District Waterline Installation

North Shore Sewer

232nd Pump Station

12" Waterline Extension By School District

Additional Piping Needed to supply fire flow to new School

Map labels include: School Property, Grove Field, SF Everett Rd, Grace Foursquare Church, Cardon Field, Canas High School, Lacamas Lake, NW Lake Rd, Underwriters Laboratories, Canas Middle School, Canas Elementary School, and Highway 500.

School District Waterline Installation

North Shore Sewer

232nd Pump Station

12" Waterline Extension By School District

Additional Piping Needed to supply fire flow to new School

Lacamas Lake

NW Lake Rd

Camp Currie

Grove Field

Grace Foursquare Church

Cardon Field

Canas High School

Grass Valley Elementary School

Underwriters Laboratories

School District Waterline Installation

12" Waterline Extension By School District

Additional Piping Needed to supply fire flow to new School

North Shore Sewer

232nd Pump Station

Canas High School

Canas Elementary School

NW Lake Rd

SF Everett Rd

Grace Foursquare Church

Grove Field

Cardon Field

Underwriters Laboratories

Kyrle Middle School

Grass Valley Elementary School

Camp Currie

School Property

School District Waterline Installation

North Shore Sewer

232nd Pump Station

12" Waterline Extension By School District

Additional Piping Needed to supply fire flow to new School

Map labels include: School Property, Grove Field, SF Everett Rd, Grace Foursquare Church, Canas High School, Cardon Field, NW Lake Rd, Underwriters Laboratories, Canas Middle School, Grass Valley Elementary School, and Lacamas Lake.

School District Waterline Installation

12" Waterline Extension By School District

Additional Piping Needed to supply fire flow to new School

North Shore Sewer

232nd Pump Station

Canas High School

Canas Elementary School

NW Lake Rd

SF Everett Rd

Grace Foursquare Church

Grove Field

Cardon Field

Underwriters Laboratories

Wyndridge Middle School

Grass Valley Elementary School

Camp Currie

School Property

School District Waterline Installation

North Shore Sewer

232nd Pump Station

12" Waterline Extension By School District

Additional Piping Needed to supply fire flow to new School

School Property

Lacamas Lake

NW Lake Rd

Camp Currie

Grove Field

Grace Foursquare Church

Cardon Field

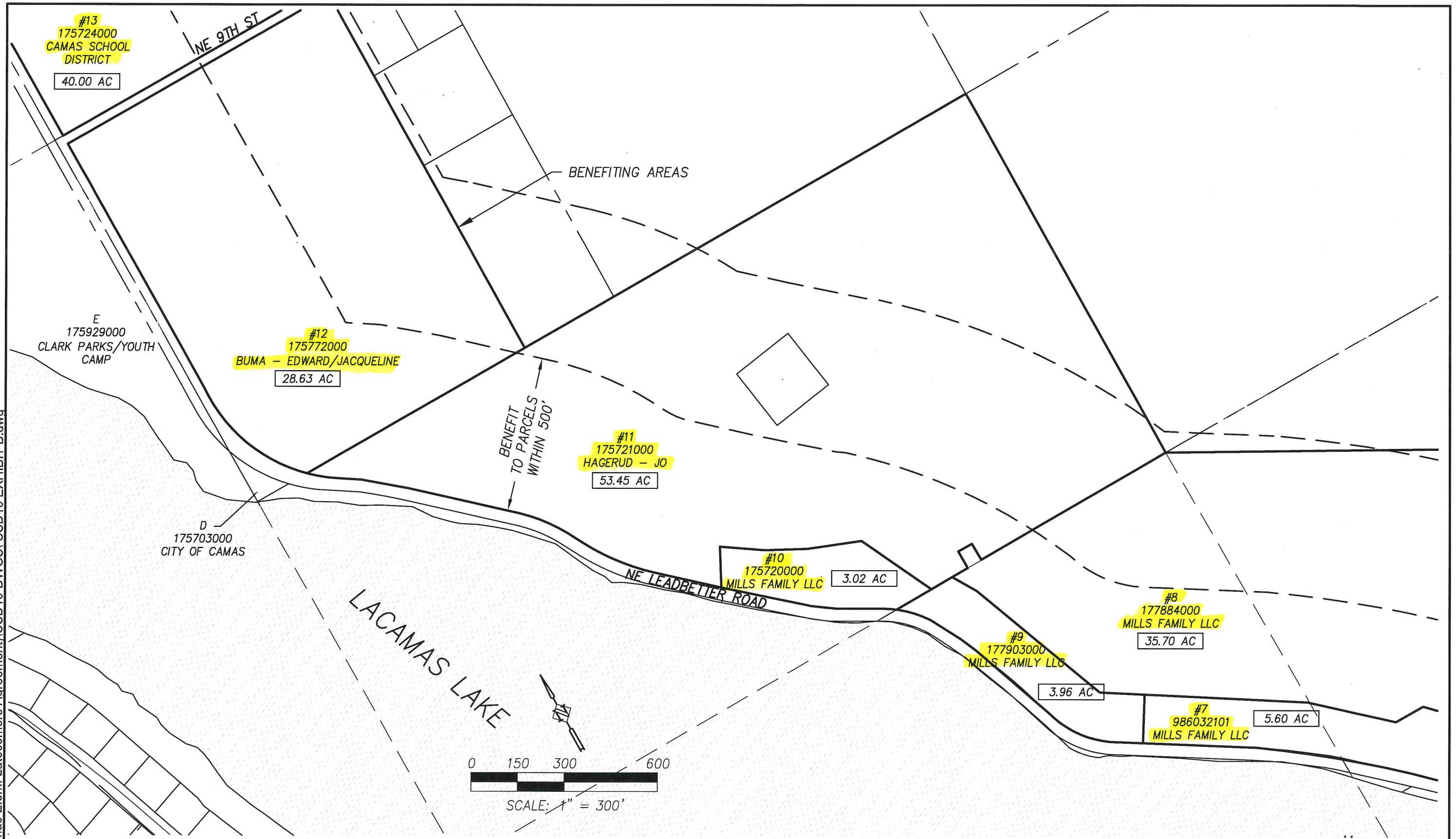
Canas High School

Grass Valley Elementary School

Underwriters Laboratories

Kyridge Middle School

P:\CSD-10 (Lacamas Elem. Latecomers Agreement)\CSD10-DWGS\CSD10 EXHIBIT B.dwg



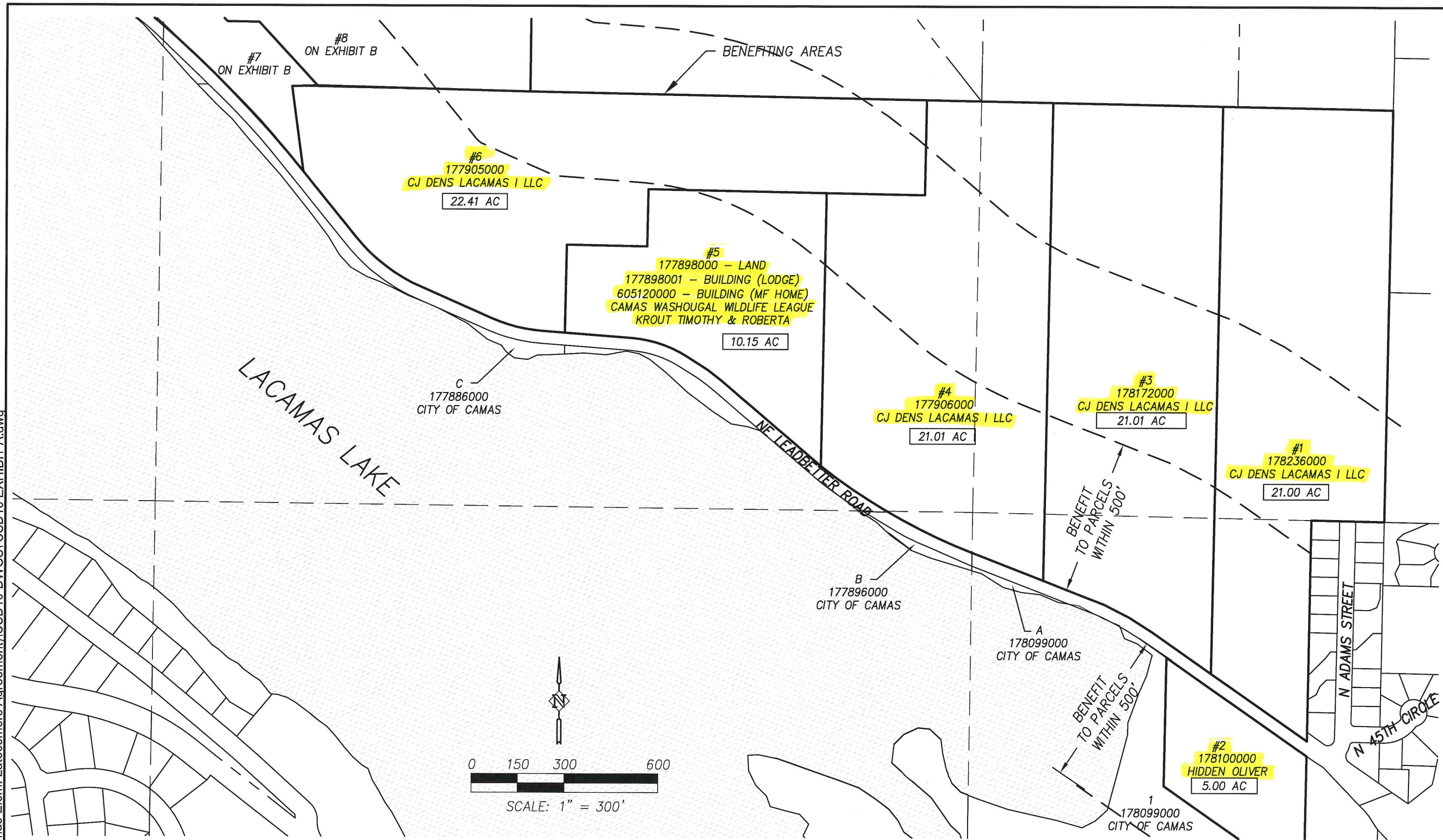
REVISIONS			DESIGNED:	HHPR
			DRAWN:	JCL
			CHECKED:	RAV
			DATE:	MARCH 2018
DATE	NO.	DESCRIPTION		

HHPR Harper Houf Peterson Righellis Inc.
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
2006 E. 30th Ave. Ste. 200, Portland, OR 97214
Phone: 503.288.1159 www.hhpr.com Fax: 503.288.1159

CAMAS SCHOOL DISTRICT - BENEFIT AREA MAP
LACAMAS HEIGHTS WATERLINE LATECOMER
CLARK COUNTY, WASHINGTON

SHEET NO.
EXBT B
1 of 2
JOB NO.
CSD-10

P:\CSD-10 (Lacamas Elem. Latecomers Agreement)\CSD10-DWGS\CSD10 EXHIBIT A.dwg



REVISIONS		DATE	NO.	DESCRIPTION

DESIGNED:	HHPR
DRAWN:	JCL
CHECKED:	RAV
DATE:	MARCH 2018

HHPR Harper Houf Peterson Righellis Inc.
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
2096 N. 10th Street, Suite 200, Camas, WA 98607
Phone: 509.388.1189 www.hhpr.com Fax: 509.388.1089

CAMAS SCHOOL DISTRICT - BENEFIT AREA MAP
LACAMAS HEIGHTS WATERLINE LATECOMER
CLARK COUNTY, WASHINGTON

SHEET NO.
EXBT B
2 of 2
JOB NO.
CSD-10

EXHIBIT C

**NORTH SHORE WATER MAIN LATECOMER
COST SHARE FOR BENEFITED PROPERTIES**

DRAFT



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS
1104 Main Street, Suite 100, Vancouver, WA 98660
PHONE: 360.750.1131 www.hhpr.com FAX: 360.750.1141

LATECOMER FEE CALCULATION

ROLL NUMBE R	OWNER	COUNTY PARCEL NUMBER	PARCEL AREA ACRES - SQUARE FEET	CALCULATED BENEFIT LENGTH = SQ RT AREA	% TOTAL BENEFIT LENGTH	PRO RATA COST SHARE
1	CJ DENS LACAMAS 1 LLC	178236000	21.00	956	8.34%	\$149,169
2	HIDDEN, OLIVER	178100000	5.00	467	4.07%	\$72,787
3	CJ DENS LACAMAS 1 LLC	178172000	21.01	957	8.34%	\$149,204
A	CITY OF CAMAS	178099000		NO BENEFIT		
4	CJ DENS LACAMAS 1 LLC	177906000	21.01	957	8.34%	\$149,204
B	CITY OF CAMAS	177896000		NO BENEFIT		
5	KROUT, TIMOTHY AND ROBERTA	177898000	10.15	665	5.80%	\$103,705
6	CJ DENS LACAMAS 1 LLC	177905000	22.41	988	8.61%	\$154,095
C	CITY OF CAMAS	177886000		NO BENEFIT		
7	MILLS FAMILY LLC	986032101	5.60	494	4.31%	\$77,030
8	MILLS FAMILY LLC	177884000	35.70	1,247	10.87%	\$194,492
9	MILLS FAMILY LLC	177903000	3.96	415	3.62%	\$64,776
10	MILLS FAMILY LLC	175720000	3.02	363	3.16%	\$56,568
11	HAGERUD, JO	175721000	53.45	2,328,282	13.30%	\$237,981
D	CITY OF CAMAS	175703000		NO BENEFIT		
12	BUMA, EDWARD/JACQUELINE	175772000	28.63	1,117	9.74%	\$174,172
E	CLARK PARKS	175929000		NO BENEFIT		
13	CAMAS SCHOOL DISTRICT	175724000	40.00	1,320	11.51%	\$205,872
		TOTALS	270.94	11,471	100.00%	\$1,789,057

9520

APPROXIMATE LENGTH OF PIPE BASED ON DRAWING STATIONS

CONSTRUCTION W/ TAX \$1,906,953
ENGINEERING AND ADMIN \$201,614
CONSTRUCTION MANGMNT \$274,535
SDC REIMBURSEMENT -\$594,045
PROJECT COST \$1,789,057

CSD-10
RAV/JCL
FEB 9, 2018

CITY PROCESSING FEES TO BE PAID BY SCHOOL DISTRICT PER AGREEMENT

DRAFT

EXHIBIT D

LATECOMER REIMBURSEMENT SUMMARY

Nature and Extent of Project

The Camas School District Lacamas Lake Elementary Project (City File No. CUP16-02) is a conditional use permit approval to construct a new elementary school in the area of NE 232nd Avenue and the newly constructed North Shore Boulevard. The project included installation of a new 12-inch diameter water line and associated appurtenances ("Facilities") in Leadbetter Road and SR 500 that provides direct benefit to adjacent properties. A figure showing the Facilities is included as Exhibit A. The project has been constructed and accepted by the City.

Total Project Cost \$1,789,057

Method of Calculating Assessment

Staff reviewed calculations for the latecomer reimbursement completed by Harper Houf Peterson Righellis on behalf of the School District, as shown in the attached Exhibit C.

Assessment Calculation:

Twelve parcels have the potential to benefit from this improvement. The approach to distribution of cost to these parcels is to assign a pro-rata share to each parcel using an approximation of the parcel's equivalent frontage. The equivalent frontage is arrived at by taking the square root of the area for each benefitting parcel. The pro-rata share for each benefitting parcel is determined by the ratio of the equivalent frontage of each parcel to the sum of all equivalent frontage lengths. This ratio, as a percentage, is multiplied by the total project cost.