

RETURN ADDRESS:  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98606

## LATECOMER REIMBURSEMENT AGREEMENT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 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 232<sup>nd</sup> Avenue and the newly constructed North Shore Boulevard.

B. In accordance with the Interlocal, Camas Municipal Code (CMC) 17.19.040C and the current Camas Water System Plan Update, 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 the 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 RCW Chapter 35.91, which establishes the requirements and process for establishing a latecomer reimbursement area and reimbursement amount, which amount plus any Handling Fee shall be paid pursuant to RCW 35.91.040 prior to the issuance of any building permit or authority to tap into or use any portion of the improvements described herein.

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 provided in this Latecomer Agreement.

G. The fair pro rata share of the cost of the construction of said Facilities to each Benefited Property 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 and listed in Exhibit C 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, plus any Handling Fee as established by City Fee Schedule.

- a. Should a Benefited Property solely elect to connect an existing single-family home to the Facilities, 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 within thirty (30) days of the City's receipt of the funds, less the Handling Fees which shall be retained by the City. The Handling Fee shall be equal to the amount shown on the City's annual Fee Schedule for a "Transfer of Developer Credits" (2019 amount equal to \$55.00). 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 the latecomer's fee, then no interest shall accrue on late payment of the Latecomer Reimbursement. 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

Notary Public for the State of Washington  
Residing in \_\_\_\_\_  
Appointment Expires \_\_\_\_\_

NE 9<sup>th</sup> St

NE 232<sup>nd</sup> Ave

# 12" Waterline Extension By Camas School District

Leadbetter Rd  
Lacamas Lake

Leadbetter Rd

**Grace Foursquare Church**

SE Everett Rd

N. Adams St

Cardon Field ■

Camas High School

Skyridge Middle School

Underwriters  
Laboratories

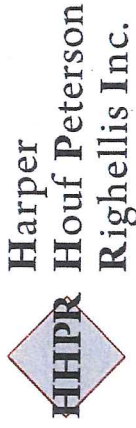
the Middle School

Grass Valley  
Elementary School



**EXHIBIT C**

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



**Harper  
HHPR Houf Peterson  
Righellis Inc.**  
ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
1220 Main Street, Suite 150, Vancouver, WA 98660  
PHONE 360.750.1131 www.hhpr.com FAX 360.750.1141

REVISION DATE

2/25/2019

Final project quantities and fees

**LATECOMER FEE CALCULATION**

ROLL NUMBER	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	914,760	8.34%	\$132,821
2	HIDDEN, OLIVER	178100000	5.00	217,800	4.07%	\$64,810
3	CJ DENS LACAMAS 1 LLC	178172000	21.01	915,196	8.34%	\$132,853
A	CITY OF CAMAS	178099000				
4	CJ DENS LACAMAS 1 LLC	177906000	21.01	915,196	8.34%	\$132,853
B	CITY OF CAMAS	177896000				
5	CITY OF CAMAS	177898000	10.15	442,134	5.80%	\$92,340
6	CJ DENS LACAMAS 1 LLC	177905000	22.41	976,180	8.61%	\$137,207
C	CITY OF CAMAS	177886000				
7	CITY OF CAMAS	986032101	5.60	243,936	4.31%	\$68,588
8	MILLS FAMILY LLC / CITY OF CAMAS	177884000	35.70	1,555,092	10.87%	\$173,177
9	CITY OF CAMAS	177903000	3.96	172,498	3.62%	\$57,677
10	CITY OF CAMAS	175720000	3.02	131,551	3.16%	\$50,369
11	HAGERUD, JO	175721000	53.45	2,328,282	13.30%	\$211,900
D	CITY OF CAMAS	175703000				
12	BUMA, EDWARD/JACQUELINE	175772000	28.63	1,247,123	9.74%	\$155,084
E	CLARK PARKS	175929000				
13	CAMAS SCHOOL DISTRICT	175724000	40.00	1,742,400	11.51%	\$183,310
<b>TOTALS</b>				<b>11,471</b>	<b>100.00%</b>	<b>\$1,592,989</b>

CONSTRUCTION W/ TAX  
ENGINEERING AND ADMIN  
CONSTRUCTION MANGMNT  
SDC REIMBURSEMENT

**PROJECT COST**



2-25-19

## 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 232<sup>nd</sup> 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 Eligible for Latecomer Reimbursement: \$1,592,989

#### 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:

Thirteen 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.