HOMEOWNERS

LATECOMER REIMBURSEMENT

AGREEMENT & APPLICATION

Sanitary sewer

construction serving existing

residential lots 1995 & older

HOMEOWNERS LATECOMER REIMBURSEMENT AGREEMENT APPLICATION

Sanitary Sewer Construction serving existing 1995, or older residential lots KMC 5.64 *

*For other development, see KMC 5.60 application and KAC Section 12-84.

Project Location/Name _____

_____

_____

Date _____

Improvement Type (Residential Sewer) _____

Applicant Name: _____

Address: _____

_____

Phone No. _____

Fax No. _____

E-mail address _____

	Sewer must serve only existing single-family residential lots that were created prior to 1995. For projects serving other than single-family residential lots, or other development, see KAC 12-84 application.
	Application fee: $100.00 non-refundable for the first five properties in the reimbursement area, plus $50.00 for each additional property. Note: $100.00 base fee increases $10.00/year after 2008 and additional property fee increases annually by ENR Construction Cost Index for Seattle, Washington
	Map or diagram of the proposed reimbursement area, which shall show the participating and future benefiting properties within the proposed project area.
	Cost estimate, or bids from one or more contractors, based on the plans of a Civil Engineer, or a City Engineer approved preliminary design for short extensions.

Note: if the estimated cost of the project to each participating property, including city permit fee and taxes, is less than the sum of the city sewer connect fee, wye tap fee and stub fee in effect at the time of the construction, a Latecomers Reimbursement Agreement will not be formed. Sewer area charges and any other fees in effect will not be included in the Latecomers Reimbursement Agreement.

PRELIMINARY HOMEOWNERS LATECOMER REIMBURSEMENT AGREEMENT FORM

Sanitary Sewer Construction

Existing Lots Developed Prior to 1995 – KMC 5.64:

THIS AGREEMENT entered into this date by and between the City of Kennewick, Washington hereinafter called "City," and _____, hereinafter called "Owner;"

WITNESSETH:

WHEREAS, the City has by resolution adopted by the City Council on the _____ day of _____, 20 ___, approved the construction of facilities by the Owner(s) to a certain tract of land and established a preliminary or land assessment reimbursement area and preliminary pro rata share of costs; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. Owners listed in Exhibit A shall construct, at their own expense, the sanitary sewer extension described and set forth by diagram in Exhibit A.

2. It is the intent of the Preliminary Latecomers Agreement, that for a period of ten (10) years from date of the City Council's adoption of the Final Latecomers Reimbursement Agreement, that any person, firm, or corporation owning real estate and not contributing to the original cost of such facility, who subsequently connects into or uses the same, shall pay a fair pro rata share of the cost of construction of said facility in accordance with the schedule and reimbursement area map set forth in Exhibit B, which is attached hereto and incorporated herein by reference as though fully set forth.

   Exhibit B: includes a description of each tract of land within the reimbursement area, with the preliminary assessment amount contemplated to be assessed against each property. (Preliminary reimbursement area assessment roll)

3. Upon completion of construction of the extension and its acceptance by the City Engineer, the facility shall become a part of the municipal system of the City. Maintenance and operation costs of said facilities after acceptance shall be borne by the City, except for work and corrections covered by the contractor's one-year warranty bond.

4. It is the intent of the Preliminary Latecomers Reimbursement Agreement, that following completion of construction and passage of a Final Latecomers Reimbursement Agreement, by the City Council, that no person, firm, or corporation shall be granted a permit, or be authorized by the City, to connect into or use any such facility, or extensions thereof, during the period of time prescribed in Paragraph (2) of this contract without first paying to the City, in addition to any and all other costs and charges made and assessed for such connection or use, the amount required by the provisions of the contract under which the facility so connected onto or used or constructed, as set forth in Exhibit B. All amounts so received by the municipality shall be remitted to the Owner(s) or assignee within sixty (60) days after the receipt thereof. After expiration of this time prescribed in Paragraph 2 of the contract, City standard fees in effect at the time will apply.

5. It is the intent of the Preliminary Latecomers Reimbursement Agreement that following passage of a Final Latecomers Reimbursement Agreement by the City Council, that whenever

any connection is made onto the facility described in Paragraph (1) under this contract without such payment having first been made in accordance with Exhibit B, the City may remove or cause to be removed, such unauthorized connection and all connecting lines or pipe located in the facility right-of-way, and dispose of such material removed without any liability whatsoever.

6. Owner(s) hereunder is an independent contractor and not an agent or employee of the City.

7. Owner(s) agrees to pay to the City a handling, processing and administrative fee of ten percent (10%) of all reimbursements collected by the City on behalf of the owner(s).

8. Owner(s) releases and waives any claims for any liability of the City, its officials, agents, and employees in the establishment and enforcement of a Preliminary or Final Latecomers Reimbursement Agreement.

9. It is the intent of the Preliminary Latecomers Reimbursement Agreement, that following completion of construction and passage of a Final Latecomers Reimbursement Agreement, by the City Council, that the City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through a Final Latecomers Reimbursement Agreement. Any funds collected under a Final Latecomers Reimbursement Agreement that are unclaimed by Owner(s) after ninety (90) days from the payment of each latecomers assessment, shall be returned to the parties making payment to the City, if they may be reasonably found, minus a ten percent (10%) city handling, processing and administration fee. After one hundred and twenty (120) days from the payment of each latecomers assessment, any remaining undeliverable funds shall inure to the benefit of the appropriate utility and/or fund approved by City Council.

10. It is the intent of the Preliminary Latecomers Reimbursement Agreement, that following completion of construction and passage of a Final Latecomers Reimbursement Agreement, by the City Council, that the City in no way guarantees payment of assessments by latecomers, or enforceability of assessments, or enforceability of the Final Latecomers Reimbursement Agreement, or the amount(s) thereof against such persons or property. Nor will the offices or finances of the City be used for enforcement or collection of latecomers obligations beyond those duties specifically undertaken by the City herein. It shall be the obligations of the Owner(s) to take whatever authorized means are available to enforce payment of latecomers assessments within the term of the Final Latecomers Reimbursement Agreement; and Owner(s) is hereby authorized to take such actions.

DATED at City of Kennewick, Washington, this _____ day of _____, 20 ___.

_____

Owner(s) Address

_____

Owner(s) Address

_____

Owner(s) Address

_____

City Manager

FINAL HOMEOWNERS LATECOMERS REIMBURSEMENT AGREEMENT

Sanitary Sewer Construction

Existing Lots Developed Prior to 1995 –KMC 5.64:

Facility Contract

THIS AGREEMENT entered into this date by and between the City of Kennewick, Washington hereinafter called "City," and _____, hereinafter called "Owner;"

WITNESSETH:

WHEREAS, the City has by resolution adopted by the City Council on the _____ day of _____, 20 ___, approved the construction of sewer utilities by the Owner(s) of certain residential lots and established a final reimbursement area and pro rata share of costs; NOW THEREFORE,

IT IS AGREED AS FOLLOWS:

1. Owner(s) listed in Exhibit A have constructed, at their own expense, the sanitary sewer extension described and set forth by diagram in Exhibit A.

2. For a period of ten (10) years from date of the City Council's adoption of this Final Latecomers Reimbursement Agreement, any person, firm, or corporation owning real estate and not contributing to the original cost of such facility, who subsequently connects into or uses the same, shall pay a fair pro rata share of the cost of construction of said facility in accordance with the schedule and reimbursement area map set forth in Exhibit B, which is attached hereto and incorporated herein by reference as though fully set forth.

   Exhibit B: includes a description of each tract of land within the reimbursement area, with the final assessment amount contemplated to be assessed against each non-participating property. (Final reimbursement area assessment roll).

3. With completion of construction of the extension and its acceptance by the City Engineer, the facility has become a part of the municipal system of the City. Maintenance and operation costs of said facilities will be borne by the City, except for work and corrections covered by the contractor's one-year warranty bond.

4. Following passage of this Final Latecomers Reimbursement Agreement by the City Council, no person, firm, or corporation shall be granted a permit or be authorized by the City to connect into or use any such facility, or extensions thereof, during the period of time prescribed in Paragraph (2) of this contract without first paying to the City, in addition to any and all other costs and charges made and assessed for such connection or use, the amount required by the provisions of the contract under which the facility so connected onto or used or constructed, as set forth in Exhibit B. All amounts so received by the municipality shall typically be remitted to the Owner(s) or assignee within sixty (60) days after the receipt thereof and per the provisions of KMC Chapter 5.64. After expiration of this time prescribed in Paragraph 2 of the contract, city standard fees in effect at the time will apply.

5. Following passage of this Final Latecomers Reimbursement Agreement by the City Council, whenever any connection is made onto the facility described in Paragraph (1) under this contract without such payment having first been made in accordance with Exhibit B, the City

may remove or cause to be removed, such unauthorized connection and all connecting lines or pipe located in the facility right-of-way, and dispose of such material removed without any liability whatsoever.

6. Owner(s) hereunder are not an agent or an employee of the City.

7. Owner(s) agrees to pay to the City a handling, processing and administrative fee of ten percent (10%) of all reimbursements collected by the City on behalf of the owner(s).

8. Owner(s) releases and waives any claims for any liability of the City, its officials, agents, and employees in the establishment and enforcement of this Final Latecomers Reimbursement Agreement.

9. The City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through this Final Latecomers Reimbursement Agreement. Any funds collected under this Latecomers Reimbursement Agreement that are unclaimed by Owner(s) after ninety (90) days from the payment of each latecomers assessment, shall be returned to the parties making payment to the City, if they may be reasonably found, minus a ten percent (10%) city handling, processing and administration fee. After one hundred and twenty (120) days from the payment of each latecomers assessment, any remaining undeliverable funds shall inure to the benefit of the appropriate utility and/or fund approved by City Council.

10. The City in no way guarantees payment of assessments by latecomers, or enforceability of assessments, or enforceability of this Final Latecomers Reimbursement Agreement, or the amount(s) thereof against such persons or property. Nor will the offices or finances of the City be used for enforcement or collection of latecomers obligations beyond those duties specifically undertaken by the City herein. It shall be the obligations of the Owner(s) to take whatever authorized means are available to enforce payment of latecomers assessments within the term of this Final Latecomers Reimbursement Agreement; and Owner(s) is hereby authorized to take such actions.

DATED at City of Kennewick, Washington, this _____ day of _____, 20 ___.

_____
Owner(s) Address

_____
Owner(s) Address

_____
Owner(s) Address

Attest:

_____ _____
City Clerk Mayor

Approved as to Form:

_____
City Attorney