

HIGHLINE WATER DISTRICT

**APPLICATION FOR OR WAIVER OF
REIMBURSEMENT AGREEMENT FOR WATER FACILITIES**

The undersigned _____ ("Applicant") hereby: (initial only one box)

- Acknowledges that the water facilities constructed pursuant to the developer extension agreement executed by the applicant and the District on the _____ day of _____, _____ ("D.E. Agreement") are not eligible for reimbursement pursuant to Chapter 57.22 RCW or as amended.
- Irrevocably waives the right to apply for or receive reimbursement pursuant to Chapter 57.22 RCW or as amended for the water facilities constructed pursuant to the developer extension agreement executed by the applicant and the District on the _____ day of _____, _____ ("D.E. Agreement" or "DEA").
- Applies to the District for a Reimbursement Agreement pursuant to the developer extension agreement executed by applicant in District on the _____ day of _____, _____ ("D.E. Agreement").

THIS DOCUMENT, TOGETHER WITH THE INFORMATION LISTED IN **STEP 5** OF THE PROCESS INCLUDED AS ATTACHMENT A, MUST BE SUBMITTED TO THE DISTRICT NO LATER THAN THE SUBMITTAL OF THE DESIGN DRAWINGS FOR THE ABOVE-REFERENCED D.E. AGREEMENT. THE DESIGN DRAWINGS WILL NOT BE REVIEWED BY THE DISTRICT UNTIL THE REQUIRED INFORMATION IS REVIEWED AND APPROVED FOR PROCESSING BY THE DISTRICT.

THE EXECUTED, NOTARIZED REIMBURSEMENT AGREEMENT AND ALL SUPPORTING DOCUMENTATION MUST BE SUBMITTED TO THE DISTRICT PRIOR TO THE DISTRICT'S ACCEPTANCE OF THE EXTENSION FACILITIES. THE DEVELOPER MUST RESPOND WITHIN TWENTY-ONE (21) DAYS TO THE DISTRICT'S REQUEST(S) FOR ADDITIONAL INFORMATION OR REVISIONS TO THE REIMBURSEMENT AGREEMENT.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN FORFEITURE OF THE DEVELOPER'S RIGHT TO A REIMBURSEMENT AGREEMENT UNDER CHAPTER 57.22 RCW.

Name of Applicant: _____

Name of Project: _____

Description of Project or Project Portion for which reimbursement is requested: _____

A deposit of Five Hundred Dollars (\$500) for each Benefited Property for three (3) or fewer Benefited Properties, or a deposit of Three Thousand Dollars (\$3,000) for more than three Benefited Properties must accompany this Application, or the application will not be accepted by the District. This deposit will be used by the District for its expenses associated with engineering review, legal services, administration, setup, mailing, public notification, public hearings and meetings, and recording of the Agreement. Such District expenses shall be deducted from the deposit on a time and materials basis, plus a 15 percent handling charge. The time and materials charges shall be based on District salary costs (direct labor plus the District's current overhead rate at the time that the Reimbursement Agreement is approved) and on the District's current rate schedule or actual costs for materials. If the District's expenses exceed this deposit, the Developer shall reimburse the District for its additional expenses before the Agreement is recorded and within 30 days of notification by the District that such additional fees are owing. The District will reimburse to the Developer any remaining portion of the deposit upon the return to the District of the recorded Reimbursement Agreement from the King County Office of Records and Elections. Any portion of the deposit not expended by the District will be returned to the Applicant when the recorded Reimbursement Agreement is returned to the District from King County.

APPLICANT:

Date: _____

(Signature)

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

Telephone: _____

**ATTACHMENT A
DISTRICT REIMBURSEMENT AGREEMENT PROCESS
FOR WATER FACILITIES**

Pursuant to District Resolution No. _____, the procedure for processing reimbursement agreements under a Developer Extension Agreement is as follows:

1. Developer enters into Developer Extension Agreement.
2. Developer meets with District staff in predesign meeting to discuss the proposed design, including any offsite water facilities, facilities within the project that can provide direct service to other properties, or facilities such as booster pump stations that serve a larger area than just the Developer's property.
3. Developer prepares design and submits to District; District staff computes design/inspection fees.
4. Developer submits signed application/waiver form for reimbursement agreement (required for **ALL** Developer Extension Agreements) no later than the time that plans are submitted for District review.
5. If Developer is applying for a reimbursement agreement, the Developer shall submit the following, and District staff will not review plans until the required submittals have been received in a form acceptable to the District.
 - A deposit to cover District's administration costs for reimbursement agreement. The amount of the deposit is: \$500 per benefited property for three or fewer benefited properties, \$3,000 for more than three benefited properties.
 - A map of the reimbursement area: a plan (up to 11"x17" size) showing the facilities to be constructed and tax lots affected by reimbursement agreement;
 - Electronic database containing properties within the proposed reimbursement area (tax lot number, property owner name and mailing address, property owner telephone number);
 - Mailing labels for the property owners of record;
 - Estimated total costs of the water improvements, prepared by a qualified licensed professional engineer, including an estimate of all costs proposed to be included (such as engineering, surveying, testing, landscape restoration, paving, reimbursement agreement administration costs, etc.);
 - Proposed methodology for calculating the pro rata reimbursement charges for each property; and the estimated reimbursement charge to be assessed for each of the parcels in the proposed reimbursement area.
6. District mails notification to each of the owners of real property within the reimbursement area (by certified mail, copy received and by regular U.S. Mail) regarding the estimated proposed reimbursement charge for the proposed reimbursement area. The letter contains an explanation of the methodology proposed to be used, a map showing the real property and the water and/or sewer facilities being installed, the conditions under which the property owners would be required to pay the assessed fees, and the time period for reimbursement.

7. Developer completes the design, which is approved by the District, and the Developer constructs the project.
8. Following District acceptance of the project construction the Developer submits the following. This must be submitted before the District issues Final Acceptance of the Developer Extension Agreement
 - Reimbursement Agreement that has been completed, signed and notarized, including all exhibits. The date on the first page of the Reimbursement Agreement as submitted is the date from which the 15 year term of the Reimbursement Agreement will run.
 - Revisions to property owner information for real property to be subject to reimbursement.
 - Backup invoices of actual costs incurred
9. Developer receives Final Acceptance for project (resolution from Board)
10. District staff reviews Reimbursement Agreement.
 - A. If District staff determines the Reimbursement Agreement and its exhibits are in a form acceptable to the District the Reimbursement Agreement Process continues to the next step.
 - B. If District staff finds corrections to the reimbursement agreement or exhibits are required
 - i. The Reimbursement Agreement will be returned to the Developer for correction.
 - ii. The Developer will have 21 calendar days to resubmit a corrected Reimbursement Agreement.
 - iii. If the corrections are not resubmitted to the District within the 21 calendar days, the Developer's Application for Reimbursement Agreement becomes null and void.**
 - iv. District staff reviews revisions and repeats this step.
11. District staff mails notification to each of the owners of real property within the reimbursement area (by certified mail, copy received and by regular U.S. Mail) regarding the final proposed reimbursement charge for the proposed reimbursement area. The letter contains an explanation of the methodology used, the statutes regarding reimbursement agreements, the conditions under which the property owners would be required to pay the assessed fees, the time period for reimbursement, and how and when the property owners can review the cost information and project data at the District. Property owners are informed to submit comments to the District by a certain date (within 3 weeks) and that the Board of Commissioners will consider the reimbursement agreement at the next regularly scheduled Board meeting following the 3 week period.
12. Following the 3 week comment period, District staff schedules the proposed reimbursement agreement for the next regularly-scheduled Board meeting

13. The Board reviews the proposed reimbursement agreement, together with any comments received by the affected property owners.
 - A. If the Board approves the reimbursement agreement, by Resolution, the Reimbursement Agreement Process continues to the next step.
 - B. If the Board does not approve the reimbursement agreement in the form proposed, District staff will return the reimbursement agreement to the Developer for modification or correction and repeats step 10 above.
 - C. If the Board determines that a reimbursement agreement is not allowable for this development and the facilities included, the reimbursement agreement application will be denied and District staff will mails notification to each of the owners of real property within the proposed reimbursement area (by certified mail, copy received and by regular U.S. Mail) informing them that the reimbursement agreement will not be recorded. The developer will be notified by District staff of the Board's finding and the reimbursement agreement process ends.
14. Upon Board approval of the reimbursement agreement, District staff determines the District costs incurred to date to process the reimbursement agreement, estimates the remaining costs to administer the reimbursement agreement.
 - A. If no additional fees are owing, the Reimbursement Agreement Process continues to the next step.
 - B. If additional fees are owing the developer is notified and requested to pay the additional fees. **No additional District action will be taken until the additional fees have been received by the District.** When the additional fees have been paid the Reimbursement Agreement Process continues to the next step.
15. District staff mails notification to each of the owners of real property within the reimbursement area (by certified mail, copy received and by regular U.S. Mail) informing them that the reimbursement charge will be imposed and the reimbursement agreement will be recorded against their property.
16. District staff submits reimbursement agreement to King County for recording.
17. District staff receives the recorded reimbursement agreement from King County and puts it in the reimbursement agreement notebook
18. District staff refunds to the developer any portion of the reimbursement agreement deposit or additional fees that were not expended.
19. As properties included in the reimbursement area submit requests for water service, District staff will determine if a reimbursement amount is owed. If a reimbursement amount is owing, the District will collect this reimbursement amount as part of the property service connection charges. The District will then process payment to the developer, pursuant to the terms of the reimbursement agreement, of the reimbursement amount collected less a District administration fee of \$150 per reimbursement charge collected.

20. **Developer must submit to the District updated contact information every two years plus sixty (60) days, even if there is no change to the contact information**, with the two year date measured from the date on the first page of the reimbursement agreement.
- A. If the Developer submits the required updated contact information every two years plus sixty (60) days, as required, the District will update the developers contact information and any reimbursement amounts collected by the District pursuant to the approved reimbursement agreement will be paid to the developer in accordance with the reimbursement agreement.
 - B. If the Developer has not submitted the required updated contact information every two years plus sixty (60) days, as required, and if the District collects reimbursement charges from owners of Benefited Property, the District will then attempt to contact the developer by mail at the contact location most recently provided by the developer, and request the developer confirm and/or update their contact information within 60 days from the date the inquiry is sent, so the District can continue to process the reimbursement agreement.
 - i. If the developer responds to the request for updated contact information within the 60-day period, the District will incorporate the updated information and any reimbursement amounts collected by the District pursuant to the approved reimbursement agreement will be paid to the developer in accordance with the reimbursement agreement.
 - ii. If the developer does not respond to the request for updated contact information within the 60-day period, **the right of the developer to receive reimbursement amounts collected by the District shall be terminated** and any amounts collected by the District pursuant to the approved reimbursement agreement shall be retained by the District.
21. When the Reimbursement Agreement reaches its expiration date, fifteen years after the date on the first page of the Reimbursement Agreement, the Reimbursement Agreement shall expire. Any properties that were subject to the Reimbursement Agreement, and that did not connect to the Reimbursement Facilities during the term of the Reimbursement Agreement, but which are connected to the Reimbursement Facilities following expiration of the Reimbursement Agreement shall pay a local facility charge to the District pursuant to District rules and regulations in effect at the time of application for such connection. The local facility charge shall be based on District rates in effect at the time of application for such connection and not at the rate established through the Reimbursement Agreement.