

Return Address:  
City of Buckley  
City Clerk  
P.O. Box 1960  
Buckley, WA 98321

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Above this line reserved for recording information

**LATECOMER’S AGREEMENT FOR SANITARY SEWER**

Reference # (if applicable):	N/A (unless previous recording)
Additional page:	
Grantor:	City of Buckley
Grantee:	David Evans
Additional on page:	
Legal Description / STR:	Section 10, Township 19 North, Range 6 East, W.M.
Assessor’s Tax Parcel ID#:	8000380660

This Latecomer’s Agreement for Sanitary Sewer (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Buckley (the "City"), a municipal corporation of Pierce County, Washington and David Evans (the “Developer”), whose address is 14576 Fish Lake Road, Leavenworth, Washington 98826.

WHEREAS, pursuant to **Chapter 14.14** of the Buckley City Code, the City has by Resolution No. 20-\_\_ adopted by the City Council of the City on the \_\_\_ day of \_\_\_\_\_, 2020, approved the execution of this Agreement with the Developer for the sanitary sewer facilities (the “Facilities”) described in this Agreement; and

WHEREAS, the City has previously accepted the bill of sale in the form (the “Bill of Sale”) attached as **Exhibit A** hereto with respect to the Facilities as part of the utility systems of the City, with said Facilities located on Tract E; and

WHEREAS, the City is the property owner of Tract E, parcel number 8000380660 as dedicated with the recording of the final plat of White River Meadows with Pierce County Recording Number 201903055001.

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. DEVELOPER

As of the date hereof and under the terms of this Agreement, the Developer has the sole right to recover latecomers fees associated with the Facilities.

## II. FACILITIES

The Facilities which have been constructed by the Developer are as described in the attached Exhibit A as originally permitted under the name Spiketon Road Plat (now known as White River Meadows) on March 23, 2018, the originals of which are on file at the office of the City Engineer. The Facilities, most notably the Spiketon Road Sanitary Sewer Lift Station, have been constructed in accordance with the ordinances and requirements of the City governing the construction specifications for Facilities of such type, and have been approved by the City Engineer.

## III. BENEFIT BOUNDARY

The properties benefited by the Facilities constructed by the Developer are shown on **Exhibits B and C** attached hereto. Any owner of real property legally described within the benefit boundary as shown on the attached **Exhibits B and C** (the "Benefit Boundary") shall pay as a condition for connecting to the Facilities an amount as identified in Section V. All property within the Benefit Boundary shall be subject to the connection fee as provided in this Agreement as a condition of issuance of the connection permit by the City. Parcel numbers 1 through 63, which are the residential lots included in the plat of White River Meadows with Pierce County Recording Number 201903055001, are excluded from the benefit boundary; are exempt from future latecomer fees; and are included only for calculating the pro rata share applicable to the benefit boundary.

## IV. LATECOMER FEE

For a period of **twenty (20)** years from the date that this Agreement is recorded, any owner (latecomer) of real estate located within the Benefit Boundary, and which owner has not otherwise fully contributed their pro rata share to the original cost of the Facility, shall pay to the City the amounts shown in **Exhibit C** attached hereto (the "Latecomer Fee"). The Latecomer Fee represents the fair and equitable pro rata share of the cost of construction of the Facilities payable by properties benefited by the Facilities. Payment of the Latecomer Fee is a condition of issuance of the connection permit by the City.

The City shall reimburse the Developer within sixty (60) days of the date the City receives payment from an owner requesting connection to the Facilities.

## V. AMOUNT OF REIMBURSEMENT; NOTIFICATION TO PROPERTY OWNERS

The Developer agrees that the amounts which the Developer receives from the property owners pursuant to Section III herein represents a fair pro rata share reimbursement for the Developer's construction of the Facilities. The specific amount of reimbursement will be the number of residential customer equivalents (RCE's) to be connected to the system under that specific permit multiplied by \$1,584.31. The estimated number of RCE's per parcel, along with the estimated assessment, is shown in **Exhibit C** attached hereto. The estimated amount of reimbursement for sanitary sewer facilities is \$465,787.47. Per Buckley Municipal Code 14.14.070 the City's administrative fee shall be five percent and shall be charged to each latecomer.

Prior to recordation by the Developer as described in Section VI, the City shall mail to the property owners of the parcels listed in **Exhibits B and C** (as reflected in the records of the Pierce County Assessor's Office) notification of the allocation of costs to be levied against the properties which are payable prior to connection to the Facilities. The property owner shall have the right to a review of the costs with the Director of Public Works if a written request is received by the Director within twenty one (21) days from the date of mailing of the notice for the purpose of requesting an adjustment in the allocation of the charge to the property.

The review shall be conducted within fourteen (14) days of the City's receipt of the written request. If the Director of Public Works does find cause for adjustment in the allocation of the charge to the benefited property(s), such adjustment will be made and the Developer will be notified of the adjusted amount(s) prior to recordation. The Director's determination on review shall be final, and may only be appealed to the Superior Court of the County in which the property is located. The resulting adjusted **Exhibits B and C** shall govern reimbursement amounts to be received by the Developer. If the adjustment results in an increased reimbursement amount to other parcels, the notification process in this Section V shall be repeated.

#### VI. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real property not a party hereto unless this Agreement has been recorded in the office of the County in which the real property is located prior to the time such owner receives a permit to tap into or connect to the Facilities.

If for any reason the City fails to obtain a Latecomer Fee before a property owner connects to the Facilities then the City is not liable for payment to the Developer.

The Developer agrees to pay all fees for recording this Agreement with the County Auditor. The Developer shall provide the City with confirmation of recording, but such recordation shall only be made after expiration of review period specified in Section V.

The entire responsibility for notices, recordation and completion of this Agreement is upon the Developer.

#### VII. OWNERSHIP OF FACILITIES

By prior acceptance of the Bill of Sale, the City acknowledges and agrees that the Facilities have been accepted by the City as satisfactory and the City agrees that the Facilities have or will become a part of the municipal system of the City. All maintenance and operation costs of the Facilities shall be paid by the City.

#### VIII. UNAUTHORIZED CONNECTION

Whenever any connection is made into the Facilities which is not authorized by the City, the City shall have the absolute authority to remove or cause to be removed such unauthorized connections and all connecting lines or pipes, located in the right-of-way or on City property. The City shall incur no liability for any damage to any person or property resulting from removal of the unauthorized connection.

#### IX. CURRENT ADDRESS & TELEPHONE NUMBER

Every two years from the date the latecomer agreement is executed, the Developer entitled to reimbursement under this section shall provide the City with information regarding the current contact name, address, and telephone number of the person, company, or partnership that originally entered into the latecomer agreement. If the Developer fails to comply with the notification requirements of this subsection within sixty (60) days of the specified time, then the City may collect and reimbursement funds owed to the Developer under the latecomer agreement. Such funds shall be deposited into the capital improvement fund of the City.

#### X. COVENANT RUNNING WITH THE LAND

This Agreement shall be a covenant running with the land and be binding on the Developer, its successors, heirs and assigns and shall be binding on the legal owners of all properties within the Benefit Boundary and their successors, heirs and assigns.

#### XI. HOLD HARMLESS

The Developer will defend, indemnify, and save the City and the City's officials and agents harmless from all claims and costs of defense arising out of this Agreement as a result of Developer's actions, misconduct or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel whose time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement.

#### XII. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, as it being hereby expressly declared that this Agreement and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

**CITY  
SIGNATURE PAGE TO LATECOMERS AGREEMENT**

**BY CITY:**

CITY OF BUCKLEY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )

) ss.

COUNTY OF PIERCE )

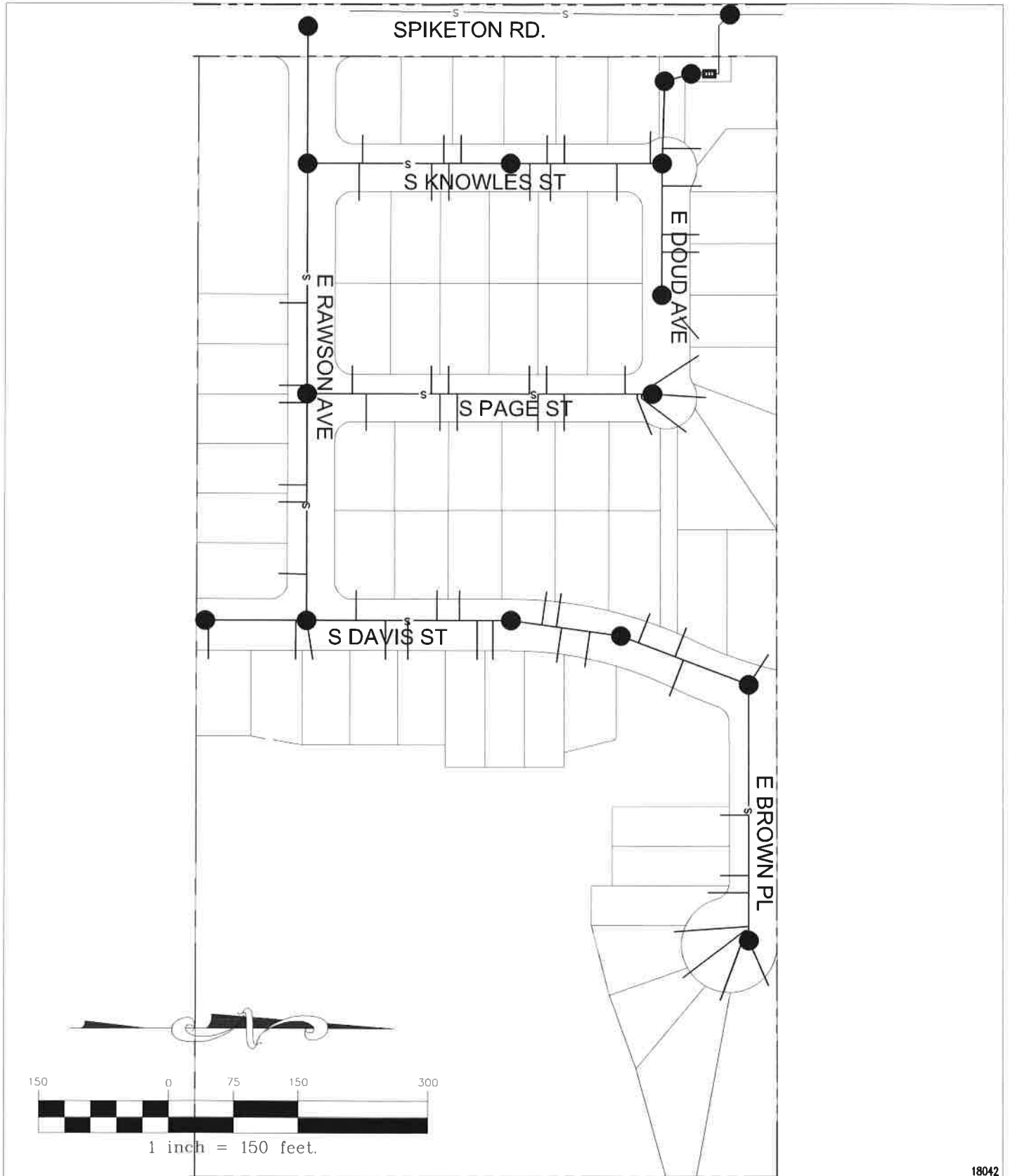
I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_









# CES NW Inc.

Civil Engineering & Surveying

429 - 29th St. N.E., Suite D  
 Puyallup, WA 98372  
 Phone: (253) 848-4282  
 Fax: (253) 848-4272

Project: White River Meadows

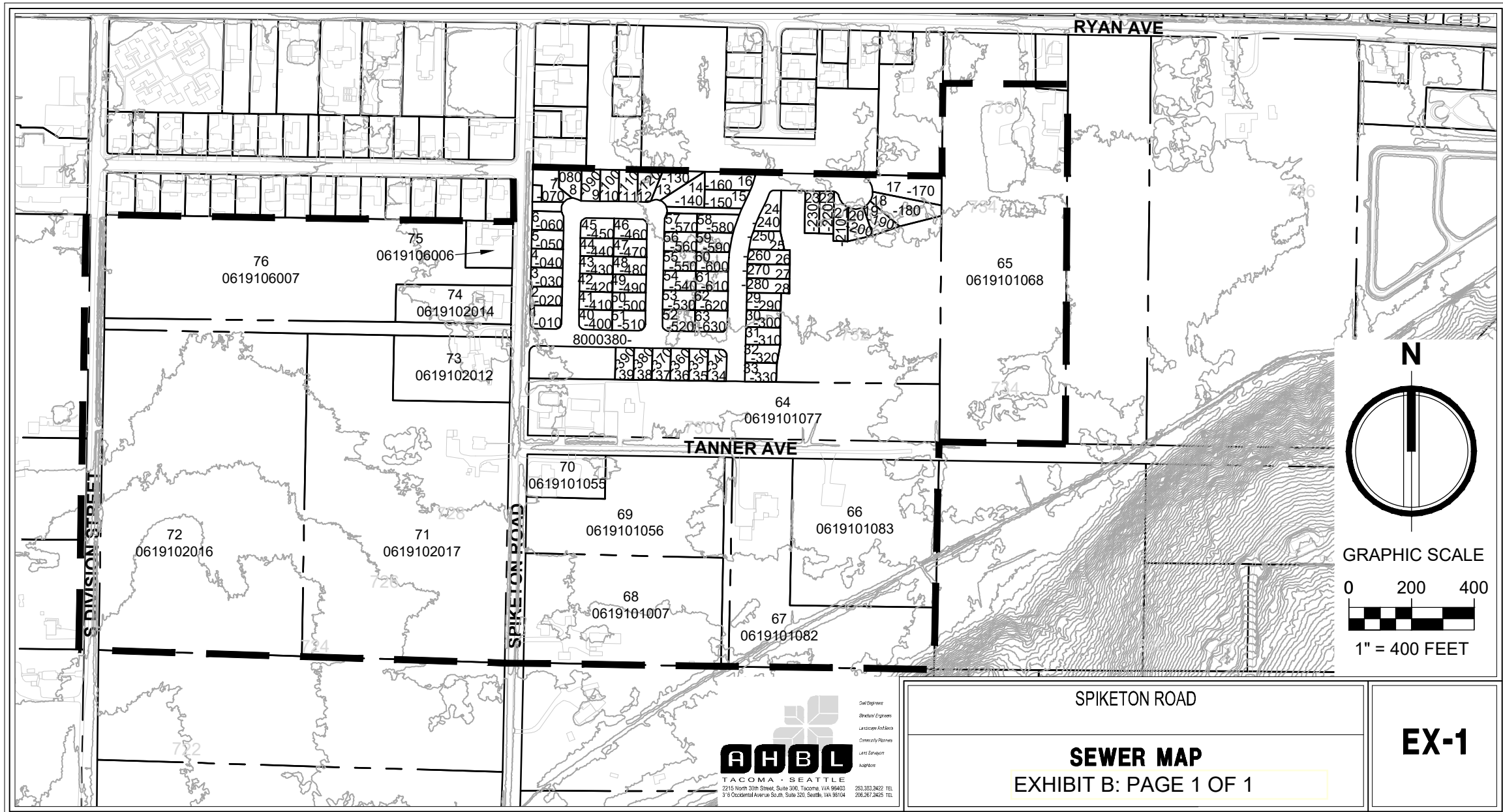
Exhibit B

Job #: 18042

## Bill of Sale

Date: 2/7/2019

ITEM NO.	DESCRIPTION	NO.	UNITS	UNIT PRICE	COST
<b>SANITARY SEWER SYSTEMS</b>					
90.004	PVC SDR-35, 8"	2,760	LF	\$38.70	\$106,812.00
90.005	PVC SDR-35, 6"	2,400	LF	\$35.20	\$84,480.00
90.011	Service Tees	63	EA	\$85.00	\$5,355.00
90.017	Sanitary Sewer Manholes 48", Up to 8' Deep	12	EA	\$3,800.00	\$45,600.00
90.019	Drop Manhole 54"	2	EA	\$5,990.00	\$11,980.00
90.052	Outside Drop Connection	3	EA	\$2,700.00	\$8,100.00
90.064	Pump Station	1	LS	\$509,567.00	\$509,567.00
<b>SUBTOTAL SEC. 90.00</b>					<b>\$771,894.00</b>
<b>SECTION TOTALS</b>					<b>\$771,894.00</b>



Spiketon Plat Lift Station Latecomer Agreement

Map #	PARCEL NUMBER	SITE ADDRESS	PARCEL SIZE IN AC	ZONING	POSSIBLE RE'S	PAYBACK AMOUNT	OWNER	MAILING ADDRESS
1	8000380010	655 S. Knowles Street	0.1699	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
2	8000380020	641 S. Knowles Street	0.139	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
3	8000380030	633 S. Knowles Street	0.1392	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
4	8000380040	625 S. Knowles Street	0.1392	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
5	8000380050	617 S. Knowles Street	0.1392	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
6	8000380060	611 S. Knowles Street	0.1397	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
7	8000380070	601 S. Knowles Street	0.1929	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
8	8000380080	904 E. Doud Ave	0.138	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
9	8000380090	916 E. Doud Ave	0.1377	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
10	8000380100	938 E. Doud Ave	0.1377	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
11	8000380110	954 E. Doud Ave	0.1377	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
12	8000380120	978 E. Doud Ave	0.138	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
13	8000380130	998 E. Doud Ave	0.1746	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
14	8000380140	602 S. Page Street	0.2124	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
15	8000380150	607 S. Davis Street	0.1753	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
16	8000380160	605 S. Davis Street	0.204	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
17	8000380170	1239 E. Brown Place	0.376	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
18	8000380180	1215 E. Brown Place	0.3163	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
19	8000380190	1199 E. Brown Place	0.1404	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
20	8000380200	1177 E. Brown Place	0.1473	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
Map #	PARCEL NUMBER	SITE ADDRESS	PARCEL SIZE IN AC	ZONING	POSSIBLE RE'S	PAYBACK AMOUNT	OWNER	MAILING ADDRESS
21	8000380210	1159 E. Brown Place	0.1393	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
22	8000380220	1137 E. Brown Place	0.1425	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
23	8000380230	1119 E. Brown Place	0.1426	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
24	8000380240	608 S. Davis Street	0.18	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
25	8000380250	616 S. Davis Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
26	8000380260	624 S. Davis Street	0.1415	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
27	8000380270	632 S. Davis Street	0.1436	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
28	8000380280	640 S. Davis Street	0.1436	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
29	8000380290	648 S. Davis Street	0.1389	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
30	8000380300	656 S. Davis Street	0.1389	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
31	8000380310	664 S. Davis Street	0.1389	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
32	8000380320	672 S. Davis Street	0.14	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
33	8000380330	680 S. Davis Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
34	8000380340	677 S. Davis Street	0.1388	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237

Spiketown Plat Lift Station Latecomer Agreement

35	8000380350	998 E. Rawson Ave	0.1382	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
36	8000380360	988 E. Rawson Ave	0.138	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
37	8000380370	980 E. Rawson Ave	0.1384	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
38	8000380380	978 E. Rawson Ave	0.1382	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
39	8000380390	956 E. Rawson Ave	0.1379	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
40	8000380400	937 E. Rawson Ave	0.1538	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237

Map #	PARCEL NUMBER	SITE ADDRESS	PARCEL SIZE IN AC	ZONING	POSSIBLE RE'S	PAYBACK AMOUNT	OWNER	MAILING ADDRESS
41	8000380410	648 S. Knowles Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
42	8000380420	642 S. Knowles Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
43	8000380430	630 S. Knowles Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
44	8000380440	622 S. Knowles Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
45	8000380450	620 S. Knowles Street	0.1538	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
46	8000380460	617 S. Page Street	0.1538	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
47	8000380470	625 S. Page Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
48	8000380480	633 S. Page Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
49	8000380490	641 S. Page Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
50	8000380500	649 S. Page Street	0.1387	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
51	8000380510	663 S. Page Street	0.1538	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
52	8000380520	658 S. Page Street	0.162	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
53	8000380530	648 S. Page Street	0.1473	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
54	8000380540	642 S. Page Street	0.1473	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
55	8000380550	624 S. Page Street	0.1473	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
56	8000380560	616 S. Page Street	0.1473	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
57	8000380570	610 S. Page Street	0.14	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
58	8000380580	611 S. Davis Street	0.1718	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
59	8000380590	619 S. Davis Street	0.1577	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
60	8000380600	623 S. Davis Street	0.1484	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237

Map #	PARCEL NUMBER	SITE ADDRESS	PARCEL SIZE	ZONING	POSSIBLE RE'S	PAYBACK AMOUNT	OWNER	MAILING ADDRESS (if different from site)
61	8000380610	641 S. Davis Street	0.1473	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
62	8000380620	649 S. Davis Street	0.1473	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
63	8000380630	659 S. Davis Street	0.162	R-6000	1	\$1,621.99	Richmond American Homes	4350 S. Monaco Street, Denver Co 80237
64	O619101077	690 Spiketown Ave	6.4	R-6000	26	\$42,171.61	Brandon and Ilexis Anderson	
65	O619101068	1345 Ryan Road	7.59*	NMU	30	\$48,659.55	Warford Enterprises	20405 SE 344th Street, Auburn, WA 98092
66	O619105002	XXX Ryan Road	4.17*	NMU	17	\$27,573.75	Richard Cnossen	1315 Marion Street, Enumclaw, WA 98022
67	O619101700	1435 Ryan Road	8.92*	R-8000	37	\$60,013.45	Charlotte Hann	718 Griffin Ave #260, Enumclaw, WA 98022
68	O619101001	XXX Undetermined Situs	0.52*	R-8000	2	\$3,243.97	Douglas and Lynn Weston	12417 321st Ave East, Buckley, WA 98321

Spiketon Plat Lift Station Latecomer Agreement

69	O619101083	1173 Tanner Ave	2.92*	R-8000	12	\$19,463.82	Joseph and Angelyn Thatcher	PO Box 1252, Buckley, WA 98321
70	O619101082	1081 Tanner Ave	2.05*	R-8000	8	\$12,975.88	Loren and Margaret Tegenfeldt	
71	O619101024	800 Spiketon Road	2.54*	R-8000	10	\$16,219.85	John Mays and Phyllis Scriven	
72	O619101007	790 Spiketon Road	4.8	R-8000	15	\$24,329.78	Walter S. Thompson	17454 SE 196th Drive, Renton, WA 98058
73	O619101056	700 Spiketon Road	4.07	R-8000	13	\$21,085.81	Cameron and Amy DeBoer	
74	O619101055	700 Spiketon Road	0.757	R-8000	2	\$3,243.97	Cameron and Amy DeBoer	
75	O619102017	697 Spiketon Road	13.3	R-6000	53	\$85,965.21	Rose Shepler	3005 14th Street, Eau Claire, WI 54703
76	O619102016	XXX S. Division Street	15	R-6000	70	\$113,538.96	Maracu, LLC	15001 35th Ave West #14-101, Lynnwood, WA 98087
77	O619102012	669 Spiketon Road	1.7	R-6000	7	\$11,353.90	Laurence L. Rawdon	
78	O619102014	649 Spiketon Road	1.019	R-6000	4	\$6,487.94	Vicki L. Narolski	PO Box 1166, Buckley, WA 98321
79	O619106006	621 Spiketon Road	0.516	R-6000	2	\$3,243.97	Donald and Sherrie Gallion	PO Box 564, Buckley, WA 98321
80	O619106007	633 Spiketon Road	8.32	R-6000	<u>31</u>	\$50,281.54	Landcor LLC	20916 Church Lake Drive E, Bonney Lake, WA 98391
					402	<b>\$652,038.00</b>		

assume 4 lots/net developable for R-8,000                      80% developable

assume 5 lots/net developable for R-6,000                      80% developable

NMU Zone - assume SF minimum lot size 8,000 (BMC19.20.050)

\*Split sewer basin

<b>total cost</b>	<b>\$652,038</b>
Total RE	402
Cost per RE	\$1,621.99

**CITY OF BUCKLEY, WASHINGTON**

**RESOLUTION NO. 20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON APPROVING A LATECOMER'S AGREEMENT BETWEEN THE CITY AND DAVID EVANS FOR PARTIAL REIMBURSEMENT FOR THE COST OF CONSTRUCTING A REQUIRED PUBLIC UTILITY IMPROVEMENT.**

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**WHEREAS**, the Buckley Municipal Code and the State Environmental Policy Act may require private development to make infrastructure improvements; and

**WHEREAS**, Chapter 35.91 RCW provides that, at the owner's request, a municipality must contract with the owner of real estate for the construction or improvement of water or sewer facilities that the owner elects to install solely at the owner's expense. The owner must submit a request for a contract to the municipality prior to approval of the water or sewer facility by the municipality; and

**WHEREAS**, BMC 14.14 describes the process for a property owner or developer to request the execution of a latecomer agreement with the City Council for water, sewer and/or stormwater facilities to provide for the partial reimbursement of the cost of constructing the water, sewer and/or stormwater natural gas facilities; and

**WHEREAS**, A sanitary sewer lift station was constructed along Spiketown Road as part of the White River Meadows Plat; and

**WHEREAS**, David Evans has submitted a proposed latecomer's agreement, including a description of the methodology and the pro rata share for each property to the City seeking to be partially reimbursed for the cost of constructing the improvement; and

**WHEREAS**, the City accepted the improvement as complete on March 11, 2019; and

**WHEREAS**, the City engineer reviewed and approved the method of assessment and cost of construction on August 12, 2020; and

**WHEREAS**, David Evans sent appropriate notice to all affected property owners via certified mail on August 24, 2020; and

**WHEREAS**, the City Council provided notice of a public hearing on August 19, 2020 and on August 26, 2020, and conducted a public hearing on the proposed latecomer's agreement on September 8, 2020; and

**NOW THEREFORE BE IT RESOLVED** the City Council of the City of Buckley hereby approves the Spiketon Sewer Lift Station Latecomer's Agreement with Exhibits attached hereto and incorporated by this reference as if set forth in full.

Introduced, passed and approved this 8<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Pat Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Treva Percival, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Phil Olbrechts, City Attorney

**Posted:** \_\_\_\_\_