

ORIGINAL

**KITTITAS COUNTY REVIEW AGREEMENT
FOR THE
MARION MEADOWS ESTATES DEVELOPMENT**

THIS REVIEW AGREEMENT FOR THE MARIAN MEADOWS ESTATES DEVELOPMENT PROJECT ("Agreement") is entered into this 16th day of May, 2017 by and between Easton Ridge Land Company, Inc. ("Applicant") and Kittitas County, Washington (the "County") (hereinafter, the "Parties").

I. RECITALS

WHEREAS, the Applicant proposes to develop 445.42 acres lying north of Interstate 90, northeast of the community of Easton in western Kittitas County, Washington, the Marian Meadows Planned Unit Development Project (hereinafter, the "Project"); and

WHEREAS, Kittitas County previously issued a Final Environmental Impact Statement ("FEIS") in 2011 for a prior subdivision and rezone application; and

WHEREAS, a downturn in the overall economy both at the regional and national levels and efforts by Kittitas County in updates and compliance of the County's Comprehensive Plan has resulted in significant changes in land use and zoning; and

WHEREAS, the FEIS and much of the previously submitted information may be used for processing a new application under WAC 197-11-600; and

WHEREAS, there are remaining funds in the "Marian Meadows Account No. 110-115" (hereinafter "Services Account") that was established for the County's review of the original Project, and the Parties agree to utilize the existing Services Account for the continued review of the Marian Meadows Project; and

WHEREAS, due to the lapse of time and need to update project materials, the Applicant is prepared to submit a new development application based on the terms set forth herein; and

WHEREAS, the County will invest considerable time in review of applications, as well as inspection services rendered during construction; and

WHEREAS, attached to this Agreement as Exhibit A is a listing of the "Anticipated County Review Items and Expenses" requiring County services to be rendered for the Project applications; and

WHEREAS, Exhibit A to this Agreement also contains an initial review and service fee estimate amount of \$60,000.00 ("Staffing Fee") for the County's services to be rendered for the oversight and processing of the applications related to County Review Items, reflecting the anticipated costs for the County's review and oversight services; and

WHEREAS, by accepting the "Staffing Fee", the County agrees to review the Project applications and submittals as promptly and expeditiously as possible, and in accordance with the timelines provided in Paragraph 6 below and consistent with applicable sections of the Kittitas County Code. The purpose of the "Staffing Fee" is to provide staffing levels necessary to enable the County to render these services without consequential delay to the Project or to other County permit applications; and

WHEREAS, the Applicant will also provide to the County an estimated project timeline and construction schedule for informational purposes prior to construction;

NOW, THEREFORE, the Applicant and the County agree as follows:

II. AGREEMENT

1. Existing Deposit. On January 31, 2007, the Applicant deposited with the County \$60,050.00 for project processing fees. The Applicant made an additional deposit of \$44,200.00 on December 9, 2007 for a total deposit of \$104,250.00 for processing the Marion Meadows Planned Unit Development application. The County expended \$28,086.38 on processing the

original application and participating in pre-application discussions with the Applicant between January 2014 and November 30, 2016, and review of a new PUD application from November 30, 2016 through March 31, 2017, leaving a balance of \$76,163.62. This balance does not include Van Ness Feldman billings from March 1 through March 31, 2017, nor what Kittitas County has been accruing from March 12 through March 31, 2017. Kittitas County agrees to refund the unused balance of the deposit to the Applicant, Easton Ridge Land Company, LLC.

2. Accounting of Fees Expended to Date. Within thirty (30) calendar days of executing this Agreement, the County shall provide the Applicant with an accounting of the amount of fees spent on previous permit processing and environmental review to date for all Marian Meadows applications. That accounting shall be accompanied by supportive invoicing from any third party or peer review consultants. Accounting of County staff time shall be identified by date, the type of permit, work performed, and time spent using one-quarter (1/4) of an hour as the time measurable. The accounting shall set forth the hourly rates of each staff member as well as any third party or peer review consultants. The accounting shall be provided on a monthly basis and shall set forth any fees necessary for publication of documents, public notices, hearings and other necessary permit processing activities.

3. County Expense Reimbursement. In lieu of (and in substitution for) paying individual application and submittal fees as set forth in Resolution 2010-76, the Applicant agrees to pay the County for expenses incurred in review, processing and inspection services related to the immediate application of the Project together with certain construction plans described in the Recitals above and as further described in Exhibit A (the "Anticipated County Review Items and Expenses"). Anticipated County Review Items and Expenses shall include costs incurred by the County in reviewing the applications and proposal submittals and conducting oversight as

described in the Recitals above with a duration that extends through expiration of all appeals and as further described in Exhibit A.

Within thirty (30) calendar days of the Parties' executing this Agreement, the Applicant will pay a deposit fee to a new Marian Meadows Estates 2017 Service Account No. 110-120 in the amount of \$30,000.00 (50% of the anticipated fees) for the County's continuing review and oversight. In the event the estimated amount is inadequate to complete the required tasks of the Project and the sum available to the account is less than \$10,000.00, the County shall prepare a supplement to Exhibit A and advise the Applicant of a need to provide additional funds for the account. Additional funds shall be paid to Kittitas County by the Applicant in increments of \$20,000.00 to assure that the County taxpayers do not incur any liability for costs expended on the Project. All of these amounts are intended to cover the County's costs, and are paid in lieu of application, submittal, and permit fees. As the County's review process proceeds, as identified under Exhibit A, copies of monthly invoices from all outside consultants and a monthly accounting of County staff time shall be provided in a timely fashion to Easton Ridge Land Company, LLC, or their identified designee. All unused funds shall be returned to the Applicant in a timely fashion.

4. County Services Staffing. The County agrees to use its best efforts to not exceed the estimate contained in Exhibit A. The County also agrees to use its best efforts to not exceed the review timeframes in Paragraph 6 and, when the opportunity occurs, to complete review tasks sooner. The Parties recognize that additional time may be required. The Parties also recognize that tasks not identified on Exhibit A may be necessary for the review and processing of the Project. If the Community Development Services Director or Public Works Director determines that the services described herein cannot be performed within the timeframes in

accordance with Paragraph 6 by current County staff, the County may retain outside consultants pursuant to Paragraph 5 below.

5. Third-Party Contracts For County Staffing or Peer Review. The County and Applicant acknowledge that it may be more efficient for one or more County departments to enter into third-party contracts in order to expeditiously render the services described herein. The selection of firms or individuals to provide such third-party contract services and the cost of such services shall require approval of both the County and Applicant, with the exception of contracting for planning services from Van Ness Feldman, LLP. The County shall be solely responsible for the payment of any third-party contractor's services. The Applicant shall provide reimbursement to the County for such services pursuant to the payment schedule set out in Paragraph 3 herein. Copies of the third-party contractor's invoices shall be furnished to the Applicant.

6. Expeditious Review and Performance by the County. The County agrees, as a general principle, to make its best efforts to expedite the review of all plans and inspections. The Applicant recognizes that the ability of the County to meet this schedule is, in part, dependent on the timely receipt of complete documents from the Applicant, and that additional time may be required.

7. Periodic Review. The County and Applicant acknowledge that the implementation of this Agreement may require adjustments in the procedures detailed above. The Parties will meet as necessary to review the staffing levels and procedures required for the implementation of this Agreement. It is the Parties' intent that the implementation of this Agreement shall be revenue neutral to the County and that the County will neither subsidize nor obtain excess revenue from the rendering of services described herein.

8. Dispute Resolution. The Parties agree to use mediation, as necessary, to attempt to resolve any dispute under this Agreement.

9. Amendments. Amendments to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by the Parties. Applicant shall give the County at least thirty (30) days written notice of its intent to revise this Agreement at which time the County and Applicant will confer to address such revisions and amendments upon request by either party.

10. Term of Agreement. The term of this Agreement shall commence on May 16, 2017 and shall continue until project construction is completed and final plat acceptance of the last phase of the project. The scope or term of this Agreement may be amended pursuant to Paragraph 9 above.

11. Assignments. The Applicant may assign this Agreement and any permits associated herewith without requiring approval by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS KITTITAS COUNTY


Paul Jewell, Chair

Recused
Laura Osiadacz, Co-Chair


Obie O'Brien, Commissioner



Approved As To Form

Neil Caulkins
Deputy Prosecuting Attorney

EASTON RIDGE LAND COMPANY, INC., a Washington Corporation

By: Douglas W. Weis

Name: Douglas W. Weis

Title: Pres.

Charges by Van Ness Feldman, LLP

Per the 2017 Marian Meadows Planning Services “Scope of Work” agreement between Kittitas County and Van Ness Feldman, charges for the project will be strictly limited to those services directly related to the processing of the Marian Meadows plat. Services which include policy formation and policy interpretation will not be charged to the Marian Meadows funding account.

Kittitas County

County will charge the actual hourly cost of the employee providing the service through the County’s accounting system (NOVA) at a rate not to exceed \$92.00/hour.