

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

THIS REVIEW AGREEMENT FOR THE MARIAN MEADOWS DEVELOPMENT PROJECT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 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, and

WHEREAS, Kittitas County previously issued a Final Environmental Impact Statement 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 the new application under WAC 197-11-600; and

WHEREAS, there are remaining funds in the "Marian Meadows Account" (hereinafter "Services Account") that was established for the County's review of the (name and number of the service account), and the Parties agree to utilize the existing Services Account and remaining balance 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 platting, construction and building plans, 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 entitlements and applications; and

WHEREAS, Exhibit A to this Agreement also contains an initial review and service fee estimate amount of \$ \_\_\_\_\_ ("Staffing Fee") for the County's services to be rendered for the oversight and processing of the application 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 5 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. **County Services Cost Accounting.** The County will delineate within 30 days of executing this agreement:

- total dates and the amounts of deposits the applicant has paid toward Marian Meadows applications
- provide accounting for expenses paid to date on behalf of the applicant toward the processing of Marian Meadows related tasks, and
- establish a total amount remaining of existing funds.

Past tasks the County has undertaken in reviewing applications for prior Marian Meadows to date, have and will be paid for from the existing funds received by Kittitas County from the Marian Meadows fund (name and number from Auditor).

2. **Existing Deposit.** Once the accounting is determined on amounts paid verse what is remaining on deposit, the remaining funds will be held in deposit by Kittitas County toward the processing of new applications toward Marian Meadows. This amount \$\_\_\_\_\_ will be will be transferred with 30 days of the date of this agreement and be held on deposit toward future applications and work toward the 2016 Marian Meadows applications.

2. **Accounting of Fees Expended to Date.** Accounting of County staff time shall be identified by date, the type of permit, work performed, and time spent using 1/4 of an hour as the time measurable. The accounting shall set forth the hourly rates of each staff member as well as an third party or peer review consultants. The accounting shall also 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

Marian Meadows Estate 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 and as further described in Exhibit A.

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, the County shall prepare a supplement to Exhibit A and advise Easton Ridge Land Company, Inc of a need to provide additional funds for the account. Additional funds shall be provided in increments of \$20,000 to assure that the County taxpayers 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.

3. 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 3 below.

4. 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 1 herein. Copies of the third-party contractor's invoices shall be furnished to the Applicant.

5. 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.

6. 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.

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

8. 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.

9. Term of Agreement. The term of this Agreement shall commence on \_\_\_\_\_, 2016 and shall continue until project construction is completed, as described in \_\_\_\_\_. The scope or term of this Agreement may be amended pursuant to Paragraph 9 above.

10. Assignments. The Applicant may assign this agreement and any permits associated herewith without requiring approval by the BOCC.

BOARD OF COUNTY COMMISSIONERS KITTITAS COUNTY

\_\_\_\_\_  
Paul Jewel, Commissioner

\_\_\_\_\_  
Obie O'Brien, Commissioner

\_\_\_\_\_  
Laura Osiadacz, Commissioner

Approved As To Form

\_\_\_\_\_  
Neil Caulkins  
Deputy Prosecuting Attorney

EASTON RIDGE LAND COMPANY, INC., a Washington Corporation

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

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

Title: \_\_\_\_\_

**EXHIBIT A**  
**Marian Meadows Estates**  
**ANTICIPATED COUNTY REVIEW ITEMS AND EXPENSES**

**A. Written Plans and Report**

	<b>Review Items</b>	<b>Review By</b>	<b>County Review Expenses</b>
<b>1</b>	SEPA Compliance-SEPA Addendum	CDS - P	\$ _____
<b>2</b>	Development Agreement	CDS	\$ _____
<b>3</b>	Planned Unit Development	PW	\$ _____
<b>4</b>	Long Plat Application	CDS	\$ _____
<b>5</b>	Conditional Use-RV Park and Campground	NWC	\$ _____
<b>6</b>			\$ _____
<b>7</b>			

	<b>Review Items</b>	<b>Review By</b>	<b>County Review Expenses</b>
<b>1</b>	Storm Water Pollution Prevention Plan (SWPPP)	PW	\$ _____
<b>2</b>	Decommissioning and Site Restoration Plan	CDS	\$ _____
<b>3</b>	Construction Traffic Management Plan	PW	\$ _____
<b>4</b>	Construction Road Signage Plan	CDS	\$ _____
<b>5</b>	Noxious Weed Plan	NWC	\$ _____
<b>6</b>	SEPA Compliance	CDS - P	\$ _____
<b>7</b>			

**B. Construction Plans**

<b>1</b>	On-Site Road Improvement Plans	PW	\$ _____
<b>2</b>	Construction Plans	CDS	\$ _____
<b>3</b>	O&M Building Plan	CDS	\$ _____
<b>4</b>	Off-site Road Improvement Plans	PW	\$ _____
<b>5</b>	SEPA and P Plat Compliance	CDS - P	\$ _____



<b>6</b>			
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**C. Field Inspection of:**

<b>1</b>	Inverter Foundations	CDS	\$ _____
<b>2</b>	Transformer Foundations	CDS	\$ _____
<b>3</b>	O&M Building	CDS	\$ _____
<b>4</b>	On-Site Road Improvements	PW	\$ _____
<b>5</b>	Off-Site Road Improvements	PW	\$ _____
<b>6</b>			\$ _____
<b>7</b>			

**Total Staffing Fee: \$ \_\_\_\_\_**

**Notes:**

CDS – B = Kittitas County Community Development Services – Building

CDS – P = Kittitas County Community Development Services – Planning

FM = Kittitas County Fire Marshal

NWC = Kittitas County Noxious Weed Control

PW = Kittitas County Public Works