

MEMORANDUM OF UNDERSTANDING
between
The City of North Bend and [LEGAL NAME OF DEVELOPER]

This Memorandum of Understanding is entered into by and between the City of North Bend, a municipal corporation organized and operating under the Revised Code of Washington Chapter 35A, Optional Municipal Code, and located in King County, Washington (hereafter, the “City”) and [LEGAL NAME OF DEVELOPER]], located at [11624 SE 5TH ST, SUIT 100, BELLEVUE WA 98005] (hereafter, “Developer”) on the date indicated below for the purpose of cooperating and coordinating in the efficient processing of property development proposal(s) submitted to the City by Developer.

I. RECITALS

1.1 Developer’s contact information is as follows:

Legal Name: _____

dba(s): _____

Contact Person: _____

Contact Phone: _____

Contact Email: _____

1.2 Developer is the owner of certain real property located at [PROPERTY ADDRESS]], within the corporate limits of the City (hereafter, the “Property”).

1.3 Developer anticipates making one or more proposals to the City for the development of the Property. The development proposal contemplated by this Memorandum of Understanding is:

[INSERT BRIEF DESCRIPTION OF DEVELOPMENT
PROPOSAL]

1.4 Section 20.09.040 of the North Bend Municipal Code requires the proponent of all land development proposals to pay all costs incurred by the City that are associated with processing the proposal, including consultant and legal costs. The code further provides that the City may enter into an agreement for payment of development proposal processing costs consistent with the terms and conditions set forth in this Memorandum of Understanding.

II. PAYMENT ARRANGEMENT

2.1 The City will charge Developer for all actual costs (including benefits) of City staff time, and all actual costs of City consultant and legal services billings, expended in processing Developer's development proposal(s) (hereafter, "Processing Costs").

2.2 The City will provide Developer with an estimated processing budget on request for any proposal, on a "best efforts" basis, but Developer shall in all events be responsible for the actual Processing Costs incurred. If the City determines that actual Processing Costs are likely to exceed the estimated processing budget, it shall notify Developer of the estimated additional amount and the reasons for the additional costs.

2.3 Developer shall make an initial deposit of \$5,000 with the City. At all times during the processing of Developer's development proposal(s), Developer shall make additional deposits as required in order to maintain a credit balance with the City in said amount. In the event such credit balance is insufficient to cover one month's Processing Costs, the deposit requirement may be increased by the City. When processing of Developer's development proposal(s) is completed, the City shall render a final accounting and refund the remaining credit balance, if any, to Developer.

2.4 The City will provide Developer with an itemized monthly invoice for Processing Costs, including staff time and invoices from contracted consultants, if any, commencing on the fifth day of the month following the first month during which the City incurs Processing Costs. Developer shall pay the City's invoice on or before the 20th day (or fifteen days after mailing of the invoice by the City, whichever is later), subject to the provisions of paragraph 2.6 herein, together with any additional amounts required to maintain the required credit balance as required by paragraph 2.3 herein. If any sum

required to be paid hereunder is not timely remitted, the City may suspend processing until payment is made, and/or may terminate this Memorandum of Understanding and require the deposit of the full estimated amount of Processing Costs.

2.5 When the City deems it necessary to engage outside contracted consultants, beyond its regularly contracted consultants, the City will provide notice to Developer of its intention to do so, along with a proposed scope of work and budget for the consultant.

2.6 If certain Processing Costs relate to other projects as well as Developer's, the City may reasonably allocate costs between Developer and such other projects.

III. GENERAL PROVISIONS

3.1 Developer shall pay the City's costs, including attorneys' fees, in defending any legal challenge to any SEPA threshold determination regarding the Property or to the adequacy of any required environmental impact statement, or to the procedures followed or permits issued by the City for the Developer's development proposal(s).

3.2 The provisions of this Memorandum of Understanding are severable and independent, and if any such provision shall be determined by a court of competent jurisdiction to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall remain binding and enforceable to the extent permitted by law.

3.3 Neither this Memorandum of Understanding nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Developer without prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized officers, as of the day and year last written below.

CITY OF NORTH BEND

Mary Miller, Mayor

Date: _____

DEVELOPER

Name: _____

Title: _____

Date: _____