



**For Internal Use Only:**

Application type: \_\_\_\_\_ City File No. \_\_\_\_\_  
 Received to form by: \_\_\_\_\_ on \_\_\_\_\_ (Community Development approval)

**DEVELOPMENT SERVICES PAYMENT AGREEMENT**

This Development Services Payment Agreement (“Agreement”) is entered into on the last date signed below by \_\_\_\_\_ (“Applicant”).

**Select Project Phase**

|                      |                                  |                         |            |             |            |
|----------------------|----------------------------------|-------------------------|------------|-------------|------------|
| Land Use/Entitlement | Engineering/Clearing and Grading | Construction Inspection | Final Plat | Performance | Monitoring |
|----------------------|----------------------------------|-------------------------|------------|-------------|------------|

**RECITALS**

- A. Application: The Applicant has applied for a land use application on file with the city as identified above (the “Project”).
- B. City Fees and Cost Recovery Policy: The City adopts an annual Fee Resolution that establishes fees for all administrative, development, building, and permit-related services (“Services”). City fees are assessed to recover all costs incurred in reviewing and processing the Project.
- C. Applicant Acknowledgment of Responsibility: The Applicant agrees to pay all applicable City fees in full, on time, and as invoiced under the terms of this Agreement.

**AGREEMENT**

**1. APPLICANT OBLIGATIONS**

- A. Payment Responsibilities: The Applicant shall pay all fees and costs associated with the City’s review of the Project, including:
  - a. Flat Fees: At the time of application, the Applicant shall pay flat fees to cover City staff services for the applicable permits or Services.
  - b. Additional City Staff Time: Fees for staff time exceeding the initial allocation will be invoiced and must be paid as provided below.
  - c. Pass-Through Consultant Fees: 100% of consultant fees plus a 10% administrative fee for oversight and management by the City shall be paid as provided below.
- B. Monthly Invoice Payment: The City shall issue monthly invoices to the Applicant for services rendered. Payment in full is due within **thirty (30) days** of the invoice date.
- C. Consequences of Late Payment: Failure to pay any invoice on time will result in:
  - a. Suspension of all City work on the Project,
  - b. The period of suspension will be excluded from the processing deadline for the permit or Service,
  - c. Delays in issuing permits, approvals, or certificates of occupancy, and
  - d. Accrual of late fees, as established in the City’s Fee Resolution.

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**2. CITY RIGHTS AND REMEDIES**

- A. Stop Work for Non-Payment: If the Applicant fails to pay any invoice in full within thirty (30) days of the invoice date, the City reserves the right to:
  - a. Suspend all work, including, but not limited to, permit review, requests for meetings, inspections, and approval issuance; and
  - b. Require the Applicant to pay all outstanding balances, including late fees, reinstatement fees, and deposit funds, if applicable, to reinstate City Services.
- B. Late Fees: If payment is not received within thirty (30) days of the invoice date, a late fee, adopted in the fee resolution, will be assessed.
- C. Reinstatement Fee: If the City suspends work for non-payment, the Applicant shall pay a reinstatement fee outlined in the fee resolution and all outstanding balances and late fees to resume work on the Project.
- D. Deposit Requirement: If a late or reinstatement fee is assessed for the Project a second time, the Applicant shall be required to pay a deposit equal to 20% of the flat fee initially assessed for City services.
  - a. The City will hold this deposit and withdraw from it to ensure timely payments on future invoices.
  - b. If the deposit is drawn down to payments, the Applicant must replenish the deposit to its full amount within ten (10) business days of notice from the City.
  - c. The City will suspend all work on the Project, including permit reviews, inspections, and approvals, until all outstanding fees and the required deposit are brought current.
- E. Release of Bonds: The City shall not release any performance or maintenance bonds for the Project until all outstanding fees have been paid in full.
- F. Collection of Delinquent Accounts: In the event of non-payment, the City may:
  - a. File a lien against the Project property,
  - b. Refer the matter to a collection agency or initiate legal proceedings.

The Applicant shall be responsible for all costs of collection, including reasonable attorney fees and court costs.

**3. TERM AND TERMINATION**

- A. Duration: This Agreement shall remain in effect until all City Services related to the Project are completed and all fees are paid in full.
- B. Ownership Changes: The Applicant shall notify the City in writing within ten (10) business days of any change in ownership or control of the Project.

**4. GENERAL TERMS**

- A. Binding Effect: This Agreement shall be binding upon the Applicant's successors and assigns.

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- B. Amendments: This Agreement reflects the City Council’s policy of cost recovery. Changes to the approved template or subsequent amendments to the same must receive prior written approval from the City Attorney. The Applicant shall pay all costs to amend this Agreement, including the city staff and consultant review time.
- C. Waiver. Any waiver by the City of the breach of any provision of this Agreement by the Applicant shall not operate, or be construed, as a waiver of any subsequent breach or prevent the City from thereafter enforcing any such provisions.
- D. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- E. Venue. This Agreement shall be governed by the law of the State of Washington, and the venue for any lawsuit arising out of this Agreement shall be in King County.

**SIGNATURES**

Applicant

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

Print:

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

Date: \_\_\_\_\_