AGREEMENT TO PAY OUTSIDE PROFESSIONAL
REVIEW EXPENSES RELATED TO LAND USE APPLICATION

This agreement to pay professional review expenses related to land use application is entered into this _____ day of _____ by and between _____ ("Applicant") and the City of Stevenson ("City") as indicated by the below signed authorized representatives of the parties.

Applicant is the applicant for: _____, which has been assigned City Planning File No. _____.

Applicant recognizes that the City is obliged by state law and the Stevenson Municipal Code to provide a complete review of land use applications, including all technical support documents, in order to determine compliance with all applicable approval standards and that in City's judgment some of those support documents exceed the professional qualifications and capabilities of City staff. In these instances, the City must contract with outside qualified professionals in order to perform its land use review responsibility.

City has adopted a policy that the cost of plan review by outside professionals is not a normal or regular cost of application review and that the Applicant is responsible for paying those fees and related expenses in addition to the normal permit and plan review fees.

When Applicant submits a land use application with technical support documents that exceed the professional certifications and capabilities of City staff, City shall contract with a suitably qualified professional to perform the required review.

Applicant hereby agrees and commits to pay the actual cost of outside plan review by suitably qualified professionals selected by the City, when the review of technical support documents submitted by the Applicant for City review in City's judgment exceeds the professional certifications and capabilities of City staff.

When Applicant submits an application with technical support documents that in City's judgment exceeds the professional certifications and capabilities of City staff, Applicant agrees to pay to the City, at the time of application, a deposit estimated to cover the cost of such outside professional services. The deposit shall be due and payable upon invoice from the City and the City has no obligation to proceed with the application unless and until the deposit is fully paid. In the event the cost of the professional services exceeds the deposit payment, Applicant agrees to pay such additional costs upon invoice from the City. The City shall refund any deposit balance remaining at the end of the project and following receipt of all final invoices from the professional consultants to Applicant within thirty (30) days.

If Applicant fails to pay any payment due and payable within ten (10) days after written notice from the City that the payment is overdue, City may suspend any further processing of the application until payment is made, and Applicant agrees that during any such suspension period all time limitations on processing applications, including, without limitation, those set forth in RCW 58.17.140, are deemed tolled until payment is made in full. Moreover, the City may assess a lien against Applicant's property for any unpaid costs. Written notice may be via personal delivery, email, first class mail, certified, return

receipt requested or by a delivery service with delivery confirmation, or any combination thereof to the address provided on the application.

In the event Applicant fails to pay any payment due after the notice provided above, and that failure continues for ninety (90) days or more, City may consider the application withdrawn and Applicant shall lose any payments made and any vesting associated with the application.

In the event a dispute arises regarding the interpretation or application of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs at trial and on appeal, and for professional expenses incurred, whether or not formal litigation or enforcement action is instigated.

IT IS SO AGREED:

APPLICANT   **CITY OF STEVENSON**

By: _____   By:_____

Title: _____   Title: _____

Dated: _____   Dated: _____