

Return Address:

CITY OF _____ – _____
DEVELOPMENT AGREEMENT FOR _____

This DEVELOPMENT AGREEMENT (“Agreement”) between _____ (“the Developer”), a _____ corporation [?], and the CITY OF _____, a municipal corporation of the State of Washington (the “City”), is entered into pursuant to the authority of RCW 36.70B.170 through .210, under which a local government may enter into a development agreement with an entity having ownership or control of real property within its jurisdiction.

Recitals

A. the Developer is the owner of certain real property, used for the _____ Fabrication Plant (the “Property”), located in the City of _____, _____ County, Washington, and more particularly described in Exhibit 1 (the “Property”).

B. The Property contains approximately _____ acres of land occupied by _____ located at _____ within the City of _____, with a current zoning designation of _____. A map depicting geographic city boundaries relative to the Property is attached hereto as Exhibit 2.

C. The City of _____, a *noncharter optional municipal code city* [?] incorporated under the laws of the State of Washington, has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby to control the use and development of property within its jurisdiction and to annex territory and specify zoning and development standards for annexed areas.

D. The City of _____ has cooperatively planned for appropriate land uses and infrastructure for the Property, consistent with its comprehensive plan for uses and development in the area where the Property is located.

E. The City of _____ adopted a _____ [traffic?] impact fee ordinance in _____, which is codified at _____ Municipal Code Ch. _____. This ordinance acknowledges and provides for grandfathering of existing uses and establishes a

credit against the payment of _____ impact fees for existing uses. The Developer seeks confirmation that the ordinance does not apply in a way that would limit the grandfathering credit for the Property at the time of redevelopment to a credit for a single lot by treating the remaining credit as “surplus.” Such an application of the _____ impact fee ordinance would effectively eliminate the credit for the Developer because of the size of its property and the number of structures on several different lots and number of lots with multiple structures. Due to the size and number of structures on several lots under single ownership, the application of the ordinance to the Property is unique and the ordinance does not appear to intend, expressly or implicitly, to eliminate a full grandfathering credit for the Developer.

G. Some or a portion of the Property may be further developed or redeveloped over time, depending on future the Developer needs, into uses that are or may be authorized by the City’s zoning code, either as a permitted use or through a discretionary land use process requiring an administrative use permit or conditional use permit, including, but not limited to one or more of the following uses; _____

In order to provide certainty and efficiency with respect to certain review and approval processes for future development and redevelopment, the Developer and the City desire to enter into this Development Agreement governing future development and redevelopment of the Property. Therefore, the Developer and the City agree as follows:

Agreement

1. Term. This Agreement shall be in effect Twenty (20) years from the recording date of this Agreement, unless both parties otherwise agree, during the year 2024, to either (a) execute a confirmation of the continuation of this Agreement for an additional twenty (20) years of the Term in substantially the form and content of Exhibit 3 attached hereto and by this reference made a part hereof, or (b) amend the Agreement as the parties deem reasonable and necessary. If the City and the Developer cannot agree to any proposed amendments or extensions to this Agreement on or before the expiration of the current period, then the City and the Developer shall negotiate, in good faith, mutually acceptable conditions of termination of this Agreement within six (6) months of the expiration of the current period and this Agreement shall remain in effect until the end of said period. If mutually acceptable conditions of termination are not agreed during this period, this Agreement shall terminate and the parties shall have no further obligations under this Agreement.

2. Vesting and Development Regulations. The City’s development regulations identified in Exhibit 4 of this Agreement (“Development Regulations”) that are in effect and applicable to applications as of the recording date of this Agreement shall govern the future development or redevelopment of the Property for all future applications for any required governmental permits or approvals that are submitted to the City within the Term of this Agreement. For the purposes of this Agreement, “development applications” shall mean all applications for any required governmental permits or approvals submitted pursuant to the Development Regulations identified in Sections 2 and 3 of this Agreement after the execution of this Agreement.

3. Development Regulation Updates and Vesting Periods. The Development Regulations that are in effect and applicable to applications as of the recording date of this Agreement shall govern development or redevelopment applications until _____(date). (“Initial Vesting Period”). Following the Initial Vesting Period, this Agreement establishes vesting for subsequent five-year periods (“Subsequent Five Year Vesting Periods”), starting on _____(date) of the first year and ending _____(date) of the _____ year, for the duration of the Term. At the beginning of each Subsequent Five Year Vesting Period, the Development Regulations in effect as of _____(date) of the prior vesting period shall replace Exhibit 3 and this Agreement shall be automatically amended with said regulations through the Developer’s re-recording of this Agreement with the new regulations attached. It shall be the responsibility of the Developer to re-record this Agreement at the beginning of each _____ Year Vesting Period. Notwithstanding this vesting period, the property owner(s) subject to this Agreement may, at any time elect, in its (their) sole discretion, to conform to new development regulations that may from time to time be adopted by the City by providing the City with the applicable Development Regulations that apply under this Agreement or providing the then current regulations the applicant elects to have applied to the application along with a sworn statement that the property owner shall be bound by the new regulations at the time of permit application. Failure to submit said regulations with an application shall result in a waiver by the property owner of any claim that the City applied the incorrect regulations and the City shall have the discretion to apply either the vested regulations or the current regulations.

Notwithstanding the foregoing, the City reserves the authority under RCW 36.70B.170(4) to impose new or different regulations to the extent required by a serious threat to public health and safety, as determined by the _____ City Council in its sole discretion.

4. Stormwater Management for Development and Redevelopment. The City acknowledges that the _____ Facility that provides stormwater detention/retention for the property satisfies any and all current and future stormwater detention requirements for all future development and redevelopment to full build out of the Property (as defined by the Storm water Report _____), except as otherwise provided below. [*Recite what is needed from the Report.*] The existing storm water improvements controlling runoff from the Property and related drainage basin are depicted generally on Exhibit 5 (“Storm water Improvements”). All documents received and reviewed by the City are identified in and attached to the SEPA checklist prepared in conjunction with the City’s SEPA responsibilities for its action on this Agreement, and incorporated into the City’s Determination of Nonsignificance, dated _____, and Addendum, both attached hereto as Exhibit 6 (“DNS”).

Based on this data and applicable requirements, the City has analyzed the Developer’s storm water runoff management controls and practices and deems them compliant with existing City stormwater regulations related to the control of runoff and the nature and sizing of detention facilities for development or redevelopment that does not exceed the impervious surface coverage analyzed in the Stormwater Report and Revised Stormwater Report, and supporting the DNS for the Property. All future permit applications related to stormwater and subject to this Agreement shall, therefore, not require further review under the City’s storm water regulations regarding stormwater runoff control in effect when such applications are submitted so long as the applicant has the right to discharge stormwater into the Ellingson Road Regional Detention Facility. Notwithstanding the foregoing, the City may require additional review under stormwater management regulations if one of the following circumstances occurs:

a) The City reasonably believes, in good faith, that the City's approval of a project permit application under the terms of this Agreement would result in a decision by a State or Federal administrative agency, or a Court of competent jurisdiction, that the City's eligibility for funding, grants, program eligibility or other resources sought by the City would be materially impaired;

b) The City reasonably believes, in good faith, that the City's approval of a project permit application under the terms of this Agreement would result in a decision by a State or Federal administrative agency, or a Court of competent jurisdiction, that the City unlawfully failed to comply with the Endangered Species Act, Clean Water Act, or other State or Federal laws or regulations relating to water quality; or

c) A State or Federal statute or regulation requires the City to adopt stormwater regulations to address cumulative water quality impacts on an area wide or City-wide basis and the City reasonably believes, in good faith, that the City's failure to apply said regulations to the property subject to this Agreement would result in municipal liability for the City. Modifications under this subsection shall only be to the extent necessary to address the applicant's proportionate share of such cumulative standard.

Any modification or addition to the approved and constructed stormwater improvements that is required as a result of one of the foregoing conditions occurring shall be limited to the minimum necessary to avoid the consequences described herein. The Developer shall have the right, at its sole discretion and expense, to seek recourse from the appropriate administrative or judicial body.

Notwithstanding the foregoing, the City's approval of this development agreement is not intended to relieve the Developer or any property owner subject to this agreement from compliance with the Clean Water Act, the Endangered Species Act or in complying with federal or state requirements or permits under the Clean Water Act, including, but not limited to, regulations requiring retrofitting of existing stormwater facilities to correct nonconforming conditions that do not meet state and/or federal stormwater regulations mandated by state and federal authorities.

No connection to the public storm drainage system shall be required for development/redevelopment on the Property so long as no public facilities are built or dedicated. A separate agreement will be required if public storm water is to be directed to the Ellingson Road Regional Detention Facility. In the event that the City adopts or amends regulations pertaining to the control of runoff in a manner that would render the Stormwater Improvements non-compliant, the Stormwater Improvements shall be deemed legally nonconforming and not subject to any newly adopted regulations during the term of this Agreement. In analyzing this Agreement, the City applied the applicable City of _____ Design and Construction Standards in effect on the effective date of this Agreement relating to stormwater runoff control, water quantity, detention, and release rates.

5. SEPA Compliance. The SEPA Checklist prepared in support of this Agreement analyzes the impacts associated with the City's review and approval of this Agreement. The City has reviewed said SEPA Checklist and conducted additional analysis prior to issuing its Determination of Non-significance, and subsequently, issuing a SEPA Addendum, both attached as Exhibit 6 ("DNS"). The City Council has reviewed the SEPA record and DNS, and finds that its action in approving this Agreement is adequate under SEPA. No SEPA mitigation related to stormwater management or to _____ impact fee credits will be required of future development/redevelopment applications;

provided that, the applicant documents that impacts of the future development/redevelopment applications are within the scope of impacts analyzed in the DNS. Provided that the impacts of the proposed development/redevelopment are adequately addressed in the DNS, the City will adopt the DNS, but only with specific reference to said impacts. Environmental impacts of any future development/redevelopment proposal that are not addressed in the Final DNS issued _____(date), and SEPA Addendum, will be addressed through a separate environmental review process.

The City acknowledges that, due to the existing conditions on the Property in which there is substantial development and impervious surface coverage of approximately _____ Percent (____%), and that development and/or redevelopment would likely entail replacement of existing levels of development of the Property, and storm water runoff from up to 100% of impervious surface coverage have been calculated to be able to be managed within the existing storm water facilities, it is likely that many aspects of development and/or redevelopment relating to stormwater impacts will not involve probable significant adverse impacts. Unless future development and/or redevelopment proposals involve new information relating to stormwater impacts to suggest that an impact is a probable significant adverse impact, pursuant to WAC 197-11-600(3)(b) and Section _____ of the _____ Municipal Code, it is anticipated that limited additional SEPA analysis relating to stormwater impacts will be required at the time of submission of permit applications subject to this Agreement.

6. Stormwater Maintenance. Unless and until the Developer transfers all of any portion of the Property and creates a stormwater improvement association properly responsible for maintaining the storm water facilities serving the Property, the Developer shall maintain these facilities including, but not limited to the Ellingson Road Regional Detention Facility, Government Canal and the outfall to the White River as required by applicable law or contract. This provision is not intended to increase the scope or extent of the Developer's maintenance obligations under applicable law or contract. Prior to title transfer of any portion of the Property, a cross-drainage agreement shall be executed assuring drainage rights to the transferred parcel. A recorded City Storm Water Easement and Maintenance Agreement, substantially in the form attached hereto as Exhibit 7, shall be provided by the owners of any transferred parcels to insure proper maintenance and operation of any newly constructed storm drainage facilities on said transferred parcels.

7. Establishment of _____ impact fee Credits. In any future application for development activity related to the Property that requires an assessment of impact fees under _____ Municipal Code ("__MC") _____, the City shall provide an existing grandfather capacity credit for the Property in the total amount no less than is set forth on Exhibit 8 attached hereto and incorporated herein by this reference (the "Total Grandfather Capacity Credit"). The Total Grandfather Capacity Credit shall be updated whenever the City revises the impact fee schedule found in __MC _____, with the submission of a revised Exhibit 8, to reflect the current _____ impact fee rates and a recalculation of the Total Grandfather Capacity Credit based on the current _____ impact fee rates. The revised exhibit reflecting the remaining credits shall be prepared by a Professional Engineer licensed by the State of Washington with a working knowledge of transportation engineering principles and practices. Said revised exhibit shall be submitted to the City for review and approval.

The Total Grandfather Capacity Credit shall be in effect at the time of mutual execution of this Agreement. In order to maintain an accounting for reductions to the Total Grandfather Capacity

Credit based upon future utilization for development applications for the Property, any applicant wishing to have a portion of the Total Grandfather Capacity Credit applied to its application must prepare a calculation based on the fee rates set forth on Exhibit 9, and submit the _____ Impact Fee Account Transaction and Status Report along with the development application, substantially in the form attached hereto as Exhibit 10 (“Impact Fee Report”). Exhibit 9 shall be updated concurrent with any updates required for Exhibit 8.

At the time of submission of the Impact Fee Report, the applicant must submit an impact fee calculation that sets forth the impact fee that would be due in accordance with the transportation impact fee rate schedule in effect at the time of the application. This impact fee would be subtracted from the current Total Grandfather Capacity Credit (TGCC) to establish the Total Grandfather Capacity Credit balance;

$$\text{Current TGCC} - \text{Impact Fee} = \text{TGCC Balance},$$

where; the “Current TGCC” is the current Total Grandfather Capacity Credit depicted on Exhibit 8 and reflective of the transportation impact fee rate schedule in effect at the time of submittal; “Impact Fee” is the impact fee that would be due in accordance with the rate schedule in effect at the time of permit application; and “TGCC Balance” is the Total Grandfather Capacity Credit remaining after reduced by the subject impact fee. An example of the calculation of this formula may be made available in the City’s file or following request to the Developer.

The grandfathering credit accounting process provided for in the Impact Fee Report provides for the administration of the Total Grandfather Capacity Credit established for the Property and, unless the remaining Grandfather Capacity Credit is less than the required impact fee for a proposed development activity, no fee will be due. No surplus is created for any individual application.

8. Miscellaneous Provisions.

8.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue shall be in King County, Washington.

8.2 Binding. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each the Developer and the City.

8.3 Assignment. The parties acknowledge that development and redevelopment within the Property may involve sale and assignment of portions of the Property to other persons or entities that will own, develop and/or occupy portions of the Property and buildings thereon. the Developer shall have the right to assign or transfer all or any portion of the respective interests, rights or obligations under this Agreement to other parties acquiring an interest or estate in all or any portion of the Property, including transfer of all interests through foreclosure (judicial or nonjudicial) or by deed in lieu of foreclosure. Upon any transfer under this Section 8.3, the transferee shall be entitled to all interests and rights and be subject to all obligations under this Agreement.

8.4 Recording. This Agreement shall be recorded with the Real Property Records Division of the King County Records and Elections Department by the City within twenty (20) days of execution by the parties and approval of the Agreement by resolution of the City Council.

8.5 Severability. If any provisions of this Agreement are determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law. If the determination of unenforceability or invalidity affects the Developer's rights to vesting under Section 2 and 3, then the court in granting relief shall consider the significance and impact upon the Developer of the change in vesting from that contemplated by the parties under Section 2 and 3.

8.6 Authority. The City and the Developer each represent and warrant it has the respective power and authority to bind said entity to perform its respective obligations under this Agreement. The City and the Developer, and their respective representatives who sign this Agreement, each represent and warrant each has been duly authorized to execute and deliver this Agreement.

8.7 Amendment. This Agreement shall not be modified or amended without the express written approval of the City and the Developer (and any party to whom the Developer has sold or assigned its interest who is affected by the proposed amendment), except as provided in this Section 8. The Director of the Planning Department shall determine whether any proposed amendment is administrative or will require approval of the City Council.

8.7.1 Nothing in this agreement shall prevent either party from seeking to expand the scope of this agreement, either by a new agreement or as an amendment to this agreement, in order to address additional subject matters and environmental review, provided, however, that additional matters not covered under this agreement must independently meet all procedural and regulatory requirements at that time, including but not limited to requirements under SEPA and City Ordinances. Such additional matters may include, without limitation, proposed amendments related to additional environmental analysis and disclosure of environmental impacts resulting from future potential development and redevelopment of the Property, including, but not limited to, impacts associated with earthwork activities, building area expansions, traffic generation, demolition, utility installations, and parking lot construction. Purposes of a proposed amendment could include, but may not be limited to, creating additional certainty for development and redevelopment of the Property with respect to the identification of mitigation for environmental impacts covered by the additional analysis, and providing certainty in the application of development regulations related to the subjects covered by additional environmental analysis.

8.8 Exhibits. Exhibits 1 through 10 are incorporated herein by this reference as if set forth in full herein.

8.9 Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

8.10 Integration. This Agreement and incorporated exhibits represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

8.11 Dispute Resolution. In the event of any dispute relating to this Agreement, any party may require a meeting, upon seven (7) days written notice to the other party to allow the parties to endeavor to seek in good faith to resolve the dispute. The City shall send a department director and staff persons with information relating to the dispute, and the Developer shall send an owner's representative and any consultant or other person with technical information or expertise related to the dispute, and the meeting shall take place within thirty (30) days of the notice. If the dispute is not resolved following this meeting, the matter shall be referred to the _____ City Council at the option of either party for review within thirty (30) days of its referral. This provision shall not preclude the disputing party from initiating any administrative or judicial appeal within applicable time limits while complying with these dispute resolution procedures, provided, however, that the disputing party shall complete the dispute resolution procedures required by this Section.

8.12 Construction. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

8.13 Cooperation. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. Where appropriate, the City shall become or provide lead agency assistance or otherwise assist the Developer in obtaining other permits or approvals reasonably necessary to implement this Agreement. The City shall use its eminent domain powers to facilitate implementation of this Agreement, subject to the City's independent exercise of judgment following all applicable procedures necessary to use eminent domain power.

Dated this _____ day of _____, 200__.

THE CITY OF _____

DEVELOPER _____

Mayor: _____

By: _____
Its: _____

ATTEST:

City Clerk

By: _____
Its: _____

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

On this _____ day of _____, 200____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known as the Mayor and City Clerk, for the City of _____, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City of _____, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

On this _____ day of _____, 200____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ [on behalf of the DEVELOPER], the person(s) who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person(s), for the uses and purposes therein mentioned, and [if the DEVELOPER is a corporation or other entity warranting authorized signatures] on oath stated that they are authorized to execute said instrument on behalf of said DEVELOPER.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

Exhibit 1

Legal Description of Property

Exhibit 2

Map Depicting Property and City Boundaries

[to be provided by Barghausen prior to recording]

Exhibit 3

Form of Renewal of Agreement

Confirmation of Continuation of Agreement

The development agreement entered into by and between _____, a _____ corporation (“Owner”) and the CITY OF _____, a municipal corporation of the State of Washington (the “City”), concerning property owned by Owner known as the _____, and described in the development agreement, is hereby amended to add a new paragraph 2a as follows:

2a. Term of Agreement

By mutual consent of the parties hereto, the Term of this Agreement shall extend an additional twenty (20) years, for a total of 40 years from the recording date of this Agreement. [A public hearing has been held in accordance with Section 8.7 of this Agreement.] OR [The parties have determined that no public hearing is required to implement this extension in accordance with Section 8.7 of this Agreement]. All other provisions of this Agreement remain in full force and effect.

Dated this ____ of _____, 200__.

THE CITY OF _____

DEVELOPER _____

Mayor: _____

By: _____
Its: _____

ATTEST:

City Clerk

By: _____
Its: _____

APPROVED AS TO FORM:

City Attorney

Exhibit 4

Development Regulations

___MC Title _____, except Chapters _____ and _____, and excluding any provisions in Title _____ requiring payment of permit fees and assessments and excluding provisions setting forth permit procedures

___MC Title _____ (Environmental Review and Shoreline Development Permits)

___MC Title _____ (Subdivisions)

___MC Title _____ (Zoning)

Exhibit 5

Depiction of Storm water Improvements

[to be provided by _____ prior to recording]

Exhibit 6

SEPA Determination

DNS [and Addendum]

Exhibit 7

Form of Stormwater Easement

Above this line reserved for recording information.

STORM WATER EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND AGREEMENT made and entered into this _____ day of _____, 20__, by and between the City of _____, a municipal corporation of King County, Washington, hereinafter referred to as "CITY" and _____, hereinafter referred to as "PROPERTY OWNER".

WHEREAS, PROPERTY OWNER has applied for certain permits with the CITY for the construction of facilities for _____ located at _____, which create impervious surface; and

WHEREAS, the PROPERTY OWNER will complete a storm system; and

WHEREAS, the PROPERTY OWNER and the CITY desire that the storm system be maintained to provide adequate facilities for controlling both the quantity and quality of storm drainage; and

WHEREAS, for maintenance of a storm system it is necessary to have appropriate right-of-way to bring in equipment to conduct maintenance functions; and

WHEREAS, maintenance requirement is a covenant running with the land and binding upon all heirs, successors and assigns of both parties; and

WHEREAS, the parties desire that this Agreement be recorded to advise heirs, successors and assigns of both parties as to the existence of this easement and agreement; and

WHEREAS, an easement is needed to bring in maintenance equipment; and

WHEREAS, the parties are both desirous of permitting inspection of the storm system to make certain that it is functioning properly and for purposes of determining the appropriate repairs.

NOW, THEREFORE, BASED UPON MUTUAL COVENANTS TO BE DERIVED THE PARTIES AGREE AS FOLLOWS:

Section 1. EASEMENT

PROPERTY OWNER hereby provides a non-exclusive easement to the City for access, inspection, and maintenance for the purposes of this Agreement and the attached Storm Water Pollution Prevention Plan, over, under and on that real estate described in Exhibit "A" and on that portion of the property as showing on the approved Record Drawings revised pursuant to construction records for the City of _____ under Permit No. _____, which record drawings are hereby incorporated by reference as if set out in full. This easement shall be a burden to that real

STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

On this _____ day of _____, 200____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known as the _____, for the City of _____, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City of _____, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

Exhibit 8

Total Grandfather Capacity Credit

Existing Bldg. No.	Predominant Land Use Type	Size (sf/GFA)	Impact Fee Rate	Impact Fee Credit
17-04	Manufacturing	?	?	?
17-05	Manufacturing	?	?	?
17-06	Heavy Industry	?	?	?
17-07	Manufacturing	?	?	?
17-08	Manufacturing	?	?	?
17-09	Manufacturing	?	?	?
17-10	Manufacturing	?	?	?
17-11	Manufacturing	?	?	?
17-12	Manufacturing	?	?	?
17-13	Manufacturing	?	?	?
17-15	Manufacturing	?	?	?
17-16	Manufacturing	?	?	?
17-18	Office	?	?	?
17-29	Office	?	?	?
17-34	Manufacturing	?	?	?
17-36	Office	?	?	?
17-44	Manufacturing	?	?	?
17-45	Office	?	?	?
			?	Total

Exhibit 9

Total Grandfather Capacity Credit – Impact Fee Calculation

Land Use Type	Unit of Measure	Basic Trip Rate	Trip New Trip %	New Trip Rate	Avg. Trip Length (miles)	Trip Length Adjustment	Impact Fee Rate
Office (up to 49,999 sf)	sf/GFA	3.76	90%	3.38	5.1	1.70	?
Office (50,000 to 99,999 sf)	sf/GFA	2.18	90%	1.96	5.1	1.70	?
Manufacturing	sf/GFA	0.98	100%	0.98	5.1	1.70	?
Heavy Industry	sf/GFA	0.68	100%	0.68	5.1	1.70	?

A. Basic trip rates are based on the ITE *Trip Generation Manual*, 6th Edition.

B. Impact fee rate calculation is based upon the following methodology: -Basic Trip Rate = PM Peak Hour Trip Generation (per unit of measure)

-Impact Fee Rate (per unit of measure) = Basic Trip Rate x Percent of New Trips x Trip Length Adjustment x Per Trip Fee/(divide by) 1,000 for rate per square foot.

C. Per trip fee is \$573.50.

D. sf = square foot = sq. ft.

Exhibit 10

_____ Impact Fee Account Transaction and Status Report

The development agreement entered into by _____ (“the Developer”) and the City of _____ (“City”) dated _____ concerning property owned by the Developer known as the _____ Plant includes a provision for the establishment of an Impact Fee Account to account for the total number of trips and grandfathered capacity impact fee credits applied for the various lots on the property (“Impact Fee Credit”). Impact Fee Credits means the credit balance in the Impact Fee Account established for the _____ Plant as a result of the calculation of system capacity credits for the land uses in effect on the date of adoption of the City’s impact fee ordinance, _____(date), as depicted on Exhibit 8 to the Development Agreement. As of the date of the Development Agreement, the Impact Fee Credit for the _____ Plan was \$_____.

The Impact Fee Account was created upon mutual execution of the Development Agreement. the Developer may, at its sole discretion, withdraw, or authorize the withdrawal from the Impact Fee Account, of all or a portion of the Impact Fee Credits, to be credited against and to constitute full payment of City impact fees for the equal amount of _____ impact fees generated by development of any property covered by the Development Agreement within the City of _____ that was owned by the Developer on the date of the Development Agreement and that would otherwise be subject to the City impact fees.

This Report, in form and content as depicted in this Exhibit 10, shall be used to report a transaction to withdraw, designate, or assign all or a portion of the trips in the Impact Fee Account and by the City to record and acknowledge such transaction. The development permit applicant shall submit the Report to the City at the time of a planned withdrawal, which will not be valid unless signed by the Developer so long as the Developer owns any of the property covered by the Development Agreement, and, thereafter, unless signed by a person so authorized under the Cascade Industrial Association Agreement. The Administrator of Planning, Building and Public Works shall acknowledge the withdrawal and designation by signature. Copies of the Report shall be placed in the City’s project file for the receiving project, and a copy shall be provided to the Developer.

Date	City Permit #	Grandfather Capacity Credit Balance Prior to New Development Activity	Permit	Impact Fee Credit Balance After Permit	Initials by City Indicating Acceptance of Impact Fee Report_____
<i>Date</i>		_____ <i>Plant, Development Agreement</i>		\$_____	

