

# COST AGREEMENT



*welcome neighbors.*

---

THIS AGREEMENT is made by and between \_\_\_\_\_ ("Applicant") and the Town of Bennett, Colorado, a Colorado municipal corporation ("Bennett").

## RECITALS:

A. Applicant and Bennett have been discussing Applicant's request concerning certain development activities for certain property ("the Property"), as set forth on Exhibit A, attached hereto and incorporated herein.

B. The parties recognize that Applicant's request will place an extraordinary burden on the resources of Bennett, and that this Agreement will facilitate Bennett's ability to evaluate and process Applicant's request in a timely fashion, and accordingly, the parties recognize that this Agreement will be mutually beneficial.

C. The parties desire to provide for a method by which Applicant will help offset the burden placed on the resources of Bennett by Applicant's request.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the parties do hereby stipulate and agree as follows:

1. **Consultant and Other Costs.** Bennett has retained, or will retain, the services of certain consultants, including planners, engineers, and attorneys, to assist it in evaluating Applicant's request and to assist it in negotiations; reviews of maps, plans and other documents; drafting of reports, notices and other documents; consultation, and advice. In addition to these consultant costs, Bennett also will incur certain other related costs, including but not limited to legal publication costs and administrative costs. Estimates of the costs related to each type of land use request are set forth on Exhibit B.
2. **Funds Deposit.** At the time of execution of this Agreement, Applicant agrees to deposit with Bennett the sum of \$ \_\_\_\_\_ which is equal to the estimated costs shown in Exhibit B for the land use request of Applicant. This deposit, and any additional amounts deposited with Bennett pursuant to this Agreement, shall be used to pay the costs provided for in paragraph 1 above as they become due, in accordance with the Funds Deposit Agreement attached hereto and incorporated herein as Exhibit C. When the deposit is eighty-five (85%) depleted prior to the completion of the review, Applicant shall promptly deposit additional monies with Bennett in a mutually agreeable amount. The parties understand and agree that the amount deposited with Bennett is an estimate of costs only, and that Applicant shall promptly pay the costs provided for in Paragraph 1 through the initial deposit and additional deposits, if necessary. If such additional monies are not deposited when necessary, suspension or termination of work on the request may result until such time as the additional monies are deposited. Additional funds shall be deposited as necessary to cover outstanding balances prior to the recording of any approved final documents. Additionally, if a negative balance exists at any time and additional funds are not deposited within 30 days after written notice from Bennett, then the Town may certify to the County Treasurer any amount due pursuant to this paragraph as a lien on the Property for which the application is submitted to be due and payable with the

real estate taxes for the Town. If at any time negotiations on the request terminate, or if upon conclusion of the review, evaluation and processing, any funds remain after payment of the actual costs and expenses incurred by the Town, then any such monies deposited by Applicant and remaining shall be refunded to Applicant.

3. **No Acquired Rights.** Applicant agrees that it does not acquire any rights by virtue of the negotiations or work on the matters contemplated herein, until and unless Bennett grants any and all approvals required by law. Any and all negotiations and work concerning the Applicant's request concerning the Property shall be final only upon approval by the appropriate actions of the Bennett Board of Trustees and other governmental entities having jurisdiction, upon the completion of appropriate actions of Applicant, and upon expiration of any applicable time periods required for finality under law.

4. **Miscellaneous.**

- (a) In the event of any litigation arising from this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs.
- (b) This Agreement supersedes all prior negotiations between the parties concerning matters addressed herein.
- (c) This Agreement shall not be modified except in writing executed by each of the parties.

This Agreement is executed effective this \_\_\_ day of \_\_\_\_\_

THE TOWN OF BENNETT, a municipal corporation

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

Its: \_\_\_\_\_

STATE OF COLORADO

) ss

COUNTY OF \_\_\_\_\_

The above and foregoing signature of \_\_\_\_\_ was subscribed under oath before me this \_\_\_ day of \_\_\_\_\_ 20\_

Witness my hand and official seal.

\_\_\_\_\_

**Notary Public**

My commission expires \_\_\_\_\_

APPLICANT: \_\_\_\_\_

\_\_\_\_\_

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

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

STATE OF COLORADO

) ss

COUNTY OF \_\_\_\_\_

The above and foregoing signature of \_\_\_\_\_ was subscribed under oath before me this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Witness my hand and official seal.

\_\_\_\_\_

**Notary Public**

My commission expires \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

# EXHIBIT B - Planning Application Fee Schedule

Application Type	Town Attorney	Town Engineer	Traffic Engineer	Landscape Review	Water/Other***	Project Total	Town Admin. 20%	Total Fee
<b>Administrative Adjustment</b>								
	\$750.00	\$800.00	\$0.00		-	\$1,550.00	\$310.00	\$1,860.00
						\$0.00	\$0.00	\$0.00
<b>Annexation</b>								
<5 Acres	\$3,500.00	\$2,400.00	\$2,200.00		\$215.00	\$8,315.00	\$1,663.00	\$9,978.00
5-25 Acres	\$3,500.00	\$3,000.00	\$2,200.00		\$215.00	\$8,915.00	\$1,783.00	\$10,698.00
>25 Acres	\$4,000.00	\$3,600.00	\$2,200.00		\$215.00	\$10,015.00	\$2,003.00	\$12,018.00
							\$0.00	\$0.00
<b>Boundary Line Adjustment</b>								
	\$750.00	\$800.00	\$0.00		-	\$1,550.00	\$310.00	\$1,860.00
							\$0.00	\$0.00
<b>Conditional Use</b>								
	\$1,000.00	\$1,800.00	\$1,650.00		-	\$4,450.00	\$890.00	\$5,340.00
							\$0.00	\$0.00
<b>Final Development Plan</b>								
< 5 Acres	\$2,000.00	\$3,000.00	\$3,200.00	\$1,500.00	\$215.00	\$9,915.00	\$1,983.00	\$11,898.00
5-25 Acres	\$2,000.00	\$3,600.00	\$3,200.00	\$2,500.00	\$215.00	\$11,515.00	\$2,303.00	\$13,818.00
> 25 Acres	\$2,500.00	\$4,200.00	\$3,200.00	\$3,500.00	\$215.00	\$13,615.00	\$2,723.00	\$16,338.00
							\$0.00	\$0.00
<b>Final Development Plan Minor Amendment</b>								
	\$750.00	\$900.00	\$800.00		\$215.00	\$2,665.00	\$533.00	\$3,198.00
							\$0.00	\$0.00
<b>Final Plat</b>								
<5 Acres	\$2,000.00	\$3,500.00	\$3,520.00		\$215.00	\$9,235.00	\$1,847.00	\$11,082.00
5-25 Acres	\$2,000.00	\$4,000.00	\$3,520.00		\$215.00	\$9,735.00	\$1,947.00	\$11,682.00
> 25 Acres	\$2,500.00	\$4,500.00	\$3,520.00		\$215.00	\$10,735.00	\$2,147.00	\$12,882.00
							\$0.00	\$0.00
<b>Replat/Minor Subdivision</b>								
	\$1,500.00	\$1,500.00	\$1,500.00		\$215.00	\$4,715.00	\$943.00	\$5,658.00
							\$0.00	\$0.00
<b>Outline Development Plan</b>								
<5 Acres	\$3,000.00	\$2,500.00	\$2,500.00		\$215.00	\$8,215.00	\$1,643.00	\$9,858.00
5-25 Acres	\$3,000.00	\$3,000.00	\$2,500.00		\$215.00	\$8,715.00	\$1,743.00	\$10,458.00
> 25 Acres	\$3,500.00	\$3,600.00	\$2,500.00		\$215.00	\$9,815.00	\$1,963.00	\$11,778.00
							\$0.00	\$0.00
<b>Outline Development Plan Minor Amendment</b>								
	\$1,500.00	\$1,000.00	\$750.00		\$215.00	\$3,465.00	\$693.00	\$4,158.00
							\$0.00	\$0.00
<b>Rezoning</b>								
< 5 Acres	\$1,500.00	\$2,500.00	\$2,200.00		\$215.00	\$6,415.00	\$1,283.00	\$7,698.00
5-25 Acres	\$2,000.00	\$3,000.00	\$2,200.00		\$215.00	\$7,415.00	\$1,483.00	\$8,898.00
> 25 Acres	\$2,500.00	\$3,600.00	\$2,200.00		\$215.00	\$8,515.00	\$1,703.00	\$10,218.00
<b>Site Plan - Major</b>								
<5 acres	\$2,000.00	\$3,500.00	\$3,200.00	\$1,500.00	\$215.00	\$10,415.00	\$2,083.00	\$12,498.00
5-25 Acres	\$2,000.00	\$4,000.00	\$3,200.00	\$2,500.00	\$215.00	\$11,915.00	\$2,383.00	\$14,298.00
> 25 Acres	\$2,500.00	\$4,500.00	\$3,200.00	\$3,500.00	\$215.00	\$13,915.00	\$2,783.00	\$16,698.00
							\$0.00	
<b>Site Plan Minor (Additional buiding area on site with current improvents, including access and utilities, in place)</b>								
		\$1,200.00	\$800.00		\$215.00	\$2,215.00	\$443.00	\$2,658.00

<b>Sketch Plan</b>							
	\$900.00	\$850.00		\$215.00	<b>\$1,965.00</b>	\$393.00	<b>\$2,358.00</b>
						\$0.00	
<b>Special District</b>							
	\$7,500.00	\$0.00			<b>\$7,500.00</b>	\$1,500.00	<b>\$9,000.00</b>
						\$0.00	
<b>Telecommunication Facility</b>							
<b>TBD</b>							
						\$0.00	
						\$0.00	
<b>Temporary Use</b>							
	\$0.00	\$600.00	\$250.00	-	<b>\$850.00</b>	\$170.00	<b>\$1,020.00</b>
<b>Variance</b>							
	\$0.00	\$600.00	\$250.00	-	<b>\$850.00</b>	\$170.00	<b>\$1,020.00</b>
<b>Construction Plan Review</b>							
<5 Acres - 4 % of Public							
Improvements							
5-25 Acres - 2 % of Public							
Improvements							
> 25 Acres - 1 % of Public							
Improvements							
<b>Public Improvement</b>							
<b>Reimbursement Agreement</b>							
	\$1,500.00	\$750.00	\$500.00	-	<b>\$2,750.00</b>	\$550.00	<b>\$3,300.00</b>
<b>Other</b>							
				-			

\*Concurrent Review-Fees may be modified on a case by case basis

\*\*\$215.00/hour or higher depending on development project

\*\*\*Town fee- \$250.00 or 10% of subtotal added to fee

# EXHIBIT C

## FUNDS DEPOSIT AGREEMENT



- A. The undersigned Applicant and The Town of Bennett hereby deposit with Bennett, the following, which is to be held and disbursed by Bennett subject to the terms and conditions hereof:

Check written upon the Account of Applicant, in the amount of \$ \_\_\_\_\_ payable to "Town of Bennett", and such additional funds as may be deposited subsequently (all such funds are referred to herein as the "deposited funds").

- B. The deposited funds shall be subject to the following instructions:

1. Bennett shall place the deposited funds in a separate checking account in its bank subject to the terms and requirements of these instructions.
2. Upon Bennett's receipt of a billing authorized pursuant to the "Cost Agreement" between Applicant and Bennett, Bennett shall promptly submit a copy thereof to Applicant. Backup documentation for each billing shall be furnished to the Applicant upon request. Upon approval of the billing by Applicant, Bennett shall disburse moneys, from the deposited funds, in payment of such billing. The Applicant's failure to respond to the billing, within 15 days after the date the billing is submitted to the Applicant by Bennett, shall constitute approval to make the disbursement.
3. Any amounts remaining in the deposited funds following completion or termination of the work shall be returned to Applicant, and all parties shall be relieved from any further liability with regard to this Agreement.
4. This Agreement may be altered, amended, modified or revoked only in writing signed by all parties hereto. Bennett agrees to hold the deposited funds described above under the specific terms and conditions of this Agreement.
5. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

WHEREFORE, this Funds Deposit Agreement is executed effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

APPLICANT: \_\_\_\_\_

\_\_\_\_\_

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

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

STATE OF COLORADO

) SS

COUNTY OF \_\_\_\_\_

The above and foregoing signature of \_\_\_\_\_ was subscribed under oath before me this  
\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_

**Notary Public**

My commission expires \_\_\_\_\_

THE TOWN OF BENNETT, a municipal corporation

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

Its: \_\_\_\_\_

STATE OF COLORADO

) SS

COUNTY OF \_\_\_\_\_

The above and foregoing signature of \_\_\_\_\_ was subscribed under oath before me this  
\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_

**Notary Public**

My commission expires \_\_\_\_\_