

**TOWN OF LOCHBUIE
CONSULTANT FEES
REIMBURSEMENT AGREEMENT**

THIS CONSULTANT FEES REIMBURSEMENT AGREEMENT is entered into and made by and between the entity named on the signature page hereto whose business address is as listed on the signature page hereto ("Applicant") and the **TOWN OF LOCHBUIE, COLORADO**, a Colorado municipal corporation hereinafter referred to as the "Town" or "Lochbuie." Applicant and the Town shall collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, Applicant desires to seek required Town approvals for the following proposed or submitted development application:

("Application"); and

WHEREAS, the Town desires to engage outside consultants in planning, engineering and law, hereinafter referred to as "Consultant(s)," to review submittals associated with Applicant's Application and/or development proposal and, when appropriate, to undertake inspections of public improvements, if any, associated with Applicant's development approval Application; and

WHEREAS, Applicant agrees to pay all related reasonable actual third party Consultant costs of the Town in reviewing and processing the Application along with an authorized 15% administrative fee to the Town; and

WHEREAS, both Parties herein desire to execute a contract specifically defining the rights and obligations of each, all as contemplated by the Town and Applicant.

NOW THEREFORE, The Town and Applicant agree as follows:

I. FEES AND PAYMENTS

A. For purposes of this Agreement, "Consultant Fees" shall include all expenses, costs, fees, assessments, and other charges incurred by Lochbuie and directly related to Lochbuie's Consultant's processing, review, reporting on and inspection of the development Application and a 15% administrative fee to the Town. Such expenses shall include, but shall not be limited to: planning consulting services, engineering consulting services, water engineering services, all legal fees, both for water and general counsel services, reproduction and photocopying of supporting or necessary materials; and inspections and review necessary to ensure and investigate compliance with applicable laws, ordinances, and regulations.

B. Applicant shall, to the extent not already accomplished, within five (5) business days of execution of this Agreement, deposit with the Town the amount of \$_____ ("Deposit") to be held in a separate account by the Town as a retainer deposit against which the Town shall pay invoices for time spent by

Consultant(s) or other fees as set forth in subsection (A) When and anytime such Deposit account is drawn down to an amount of less than half the amount of the Deposit, Applicant shall re-deposit funds with the Town for placement in such account such that the full Deposit amount is replenished.

C. The Town shall withdraw from the Deposit amount required under Subsection B the full amount of such invoices and shall timely pay Consultant Fees and/or other fees as set forth in subsection (A). The Town will send an accounting report on a monthly basis to Applicant for the total monthly amount invoiced to the Town by the Consultant(s) and for other fees as set forth in subsection (A).

D. In the event that the Town does not have sufficient funds in the Deposit account to pay Consultant Fees and other fees as set forth in subsection (A) as invoiced, the Town shall request such additional funds from Applicant along with documentation showing need for such funds. Applicant shall deposit funds with the Town to cover such invoices within 10 days of the date of the call for additional funds. Failure of Applicant to so fund may result in the Town stopping all further work on the Application until the invoices are paid.

E. Nothing contained herein shall relieve Applicant of the obligation to reimburse the Town 100% for any Consultant Fees and other fees as set forth in subsection (A) that the Town incurs related to Consultant review and reporting on the Application.

F. After all Consultant Fees and other fees as set forth in subsection (A) have been paid, the Town shall provide a final accounting and reimburse Applicant any funds remaining in such deposit account, if any.

II. DISPUTES

In the event Applicant disagrees with the monthly charges provided to the Town by the Consultant(s), Applicant will so notify the Town Administrator in a letter that specifies the particular charges being disputed. The Town Administrator will review the Consultant(s) invoice and either concur with the charges as invoiced or make adjustments in the amount the Town will bill to Applicant.

This Agreement, when executed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties.

APPLICANT:

Applicant Name: _____

Applicant Address: _____

Email: _____

Phone: _____

By: _____

Printed Name: _____

Printed Title: _____

TOWN OF LOCHBUIE:

By: _____
Town Administrator

Date: _____