

## **PROFESSIONAL SERVICES LAND USE REVIEW COST AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Applicant”) and the City of Sheridan, a Colorado home rule municipal corporation (“Sheridan”).

### **RECITALS:**

WHEREAS, Applicant and Sheridan have been discussing Applicant’s request concerning certain development activities for certain property owned by Applicant or for which Applicant has been authorized by the owner to file an application with the City in connection with a land development request; and

WHEREAS, in accordance with Chapter 55 and 56 of the Sheridan Municipal Code ("Code") applicants seeking approval for the division of any lot, tract or parcel of land or approval for a land use, which includes but is not limited to, planned unit developments, site development plans, conditional uses or rezoning are; in addition to any application fee, required to submit a deposit to cover Sheridan's actual costs for professional services related to such request, which includes, engineering, surveying, planning and legal services; and

WHEREAS, the City Manager is to establish the amount of the deposit based upon a reasonable estimate of the costs of the professional services.

**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:

Section 1. **Professional Services Cost Deposit.** In accordance with Chapter 55 and or Chapter 56 of the Code, Applicant is required to pay a deposit to cover the cost of professional engineering, surveying, planning and legal services incurred by Sheridan in its review of Applicant's land use matter ("Project"). The City Manager has determined that the deposit for the professional services incurred by the City shall be \$\_\_\_\_\_, which amount must be paid in full in cash or certified check to the City's Finance Department within ten (10) days of the parties' execution of this Agreement.

Section 2. **Accounting of Deposit.** Sheridan shall maintain a separate account for the professional costs incurred by Sheridan in the review of Applicants Project. Monthly statements of professional service expenses incurred by Sheridan will be made available to the Applicant. Should the costs exceed the amount of the deposit, Sheridan shall promptly notify the Applicant who shall within ten (10) days of the date of the notification submit in full, additional funds in the amount determined by the City Manager.

Section 3. **Application Early Termination.** Except when the applicable law or an agreement with Sheridan provides otherwise, the Applicant may terminate its

Application at any time by giving written notice to Sheridan. Sheridan shall immediately take all reasonable steps necessary to terminate the accrual of costs to the Applicant and promptly refund any remaining deposit balance.

**Section 4. Completion of Review.** Upon completion of its review and determination of the costs of all professional services Sheridan shall provide a final accounting in writing to Applicant and if any monies remain refund same to Applicant. If there are additional costs, Sheridan shall promptly notify Applicant in writing and Applicant shall pay such amount in full within ten (10) days of the date of the notification.

**Section 5. Collection of Review Costs.** If the Applicant fails to pay Sheridan any professional service costs due Sheridan within the time periods set forth herein Sheridan may take those steps necessary and authorized by law to collect such costs. Sheridan shall also be entitled to all costs incurred, including reasonable attorney’s fees, and interest on any amount due shall accrue at the rate of 18% per annum.

**Section 6. Notice and Communications:** Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

**SHERIDAN:**

**APPLICANT:**

City of Sheridan  
4101 So. Federal Blvd.  
Sheridan, CO 80110-5399  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Section 7. Miscellaneous:**

**Section 7.1 Colorado Law:** This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in the District Court, County of Arapahoe, State of Colorado.

**Section 7.2 Amendments:** This Agreement may only be amended, supplemented or modified in a written document executed by both parties.

**Section 7.3 Counterparts.** This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 7.4. Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 7.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

Section 7.6. Default/Attorney's Fees: In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 7.7. No Waiver: Delays in enforcement or the waiver of any defaults of this Agreement by either party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

CITY OF SHERIDAN

By: \_\_\_\_\_  
Name: Devin Granbery  
Title: City Manager

ATTEST:

\_\_\_\_\_  
Arlene Sagee, City Clerk

APPROVAL AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, City Attorney

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_