



**Town of Mead**  
441 Third Street  
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Mead, CO 80542

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[www.townofmead.org](http://www.townofmead.org)

**AGREEMENT FOR PAYMENT OF REVIEW AND DEVELOPMENT EXPENSES INCURRED BY THE TOWN**

**THIS AGREEMENT FOR PAYMENT OF REVIEW AND DEVELOPMENT EXPENSES INCURRED BY THE TOWN** (“the “Agreement”), is made and entered into by and between the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the “Town”) and \_\_\_\_\_, a \_\_\_\_\_ (the “Owner/Developer”) (together, the “Parties”). This Agreement shall be effective as of the date of mutual execution of this Agreement by the Parties (the “Effective Date”).

**WITNESSETH:**

**WHEREAS**, the Owner/Developer owns certain property situated in the County of Weld, State of Colorado, and generally described as follows, to-wit: [insert description below]

(the “Subject Property”); and

**WHEREAS**, the development process includes, as applicable to the Subject Property, all aspects of land use including but not limited to annexation, preliminary plat, final plat (and review and approval of the subdivision improvement agreement), site plan, site plan agreement, change of land use, the installation of public improvements; and

**WHEREAS**, the development process may also include, as applicable, the Town’s review and consideration of variances, conditional use permits, and processes associated with a Title 32 metropolitan district, including service plan approval or service plan amendment; and

**WHEREAS**, the Owner/Developer desires to develop the Subject Property and has made application to the Town of Mead for the application(s) specifically referenced in ATTACHMENT A attached to this Agreement; and

**WHEREAS**, ATTACHMENT A also specifically references the application fee(s) and the cash deposit(s) required for the project; and

**WHEREAS**, the Parties hereto recognize that the non-refundable land use fees as specified by the *Mead Municipal Code*, or as established by resolution or ordinance of the Board of Trustees, and



as the same may be amended from time to time, may not be adequate to fully cover the Town's expenses in considering the referenced application, including, but not limited to, legal publications, planning services, engineering services, attorney fees, consultant fees, reproduction of materials, public hearing expenses and county recording fees; and

**WHEREAS**, the Parties recognize that the Town will continue to incur expenses throughout the entire development process until final completion of the development project.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises and conditions hereinafter contained, the Parties agree as follows:

**1. FULL AND SEPARATE ACCOUNTING OF REVIEW AND DEVELOPMENT EXPENSES.**

The Town will separately account for all monies collected and expended as a result of the review of the above-referenced application throughout the development process. Commencing on the Effective Date, monthly invoices of expenses incurred will be made available to the Owner/Developer by the Town.

**2. EXPENDITURE OF FEES PAID BY THE OWNER/DEVELOPER.**

The Town shall expend the monies under this Agreement to pay expenses incurred by the Town in processing the Owner/Developer's application(s), from the Effective Date until final completion of the project. Expenses shall include, but not limited to, fees charged to the Town for legal publications, planning services, engineering services, attorney services, consultant services, reproduction of material, public hearing expenses, the securing of permits and easements, and the recording of documents in the Weld County real property records (collectively, "Town Review Fees"). Any cash deposit(s) held by the Town will be refunded to the Owner/Developer, without interest, upon completion or termination of the project.

**3. PAYMENT OF TOWN REVIEW FEES AND OTHER EXPENSES BY THE OWNER/DEVELOPER.**

In the event that the Town incurs expenses for the review of the Owner/Developer's request, greater than the monies collected from the Owner/Developer in the form of land use fees, the Owner/Developer shall reimburse the Town for the additional expenses in accordance with the terms of this Agreement. During the pendency of the project, the Town will send a monthly invoice to the Owner/Developer, which monthly invoice will detail the Town Review Fees. In addition to the Town Review Fees, the Town incurs on-going administrative costs associated with the collection of Town Review Fees and remittance of the same to Weld County or Town consultants, as applicable. The Town has elected to impose an administrative collection fee to offset these administrative costs ("Administration Fee"). The Administration Fee is equal to one percent (1%) of the amount of Town Review Fees invoiced to the Owner/Developer, up to a maximum amount (per invoice) of twenty-five dollars (\$25.00).



Unless otherwise directed by the Owner/Developer, the Town will send each monthly invoice to the address set forth in the Owner/Developer's signature block below via U.S. Mail. If the Owner/Developer prefers to receive the monthly invoices via email, that information should be clearly marked below the Owner/Developer's signature block. Failure by the Owner/Developer to pay the Town Review Fees within thirty (30) days following receipt of the monthly invoice shall be cause for the Town to cease processing the application, to deny the Owner/Developer the right to appear before Planning Commission or the Board of Trustees, to administratively deny the application, to withhold construction documentation review or approval, to withhold any grading or development permit, or to withhold the issuance of any building permit(s) or certificates of occupancy.

**4. APPLICATION TERMINATION.**

Except where the law or an agreement with the Town provides otherwise, the Owner/Developer may terminate the application at any time by giving written notice to the Town. The Town shall immediately take all reasonable steps necessary to terminate the accrual of Town Review Fees and other costs to the Owner e.g., notify newspapers to cancel publications, etc. The Owner/Developer will continue to be liable for all Town Review Fees reasonably incurred by the Town to terminate the application. Following termination of the Application, the Town shall promptly return any remaining deposit of monies collected from Owner/Developer to Owner/Developer.

**5. COLLECTION OF TOWN REVIEW FEES.**

If the Owner/Developer fails to pay the Town Review Fees when due, the Town shall provide written notice to Owner/Developer at the address set forth in the Owner/Developer's signature block below via U.S. Mail or at the email address set forth in the Owner/Developer's signature block, as applicable. If Owner/Developer fails to cure the non-payment of the Town Review Fees within thirty (30) days of the date of the Town's delivery of the notice, the Town may proceed to take those steps necessary and authorized by law to collect the fees due, including but not limited to, filing a lien against the Subject Property. The Town shall also be entitled to all court and attorney's fees, other costs incurred in collection, and interest on the amount due at the rate of ten percent (10%) per annum.

**6. PERSONAL GUARANTY.**

In the event the Owner/Developer is a LLC, the Owner/Developer agrees that this is a personal guaranty by the Managing Member or Member(s) of the LLC for the payment of the review and other expenses incurred by the Town.

**7. ORIGINAL COUNTERPARTS.**

This Agreement may be executed as counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.



**IN WITNESS WHEREOF**, the Town and the Owner/Developer have caused this Agreement to be duly executed on the date(s) specifically set forth below. By this acknowledgment, the undersigned hereby agreed to be bound by the terms and conditions of this Agreement.

**TOWN OF MEAD**

By \_\_\_\_\_  
Helen Migchelbrink, Town Manager

Dated: \_\_\_\_\_, 202\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk or Deputy Town Clerk

*[Owner/Developer signature page(s) follow]*



*(Signature Instructions: Add additional signature lines and notary certificates for each signature of Owner/Developer as may be necessary.)*

**OWNER/DEVELOPER:**

\_\_\_\_\_, a \_\_\_\_\_

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

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

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

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

My commission expires:

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**ADDRESS(ES) FOR NOTICE TO OWNER/DEVELOPER AND FOR DELIVERY OF INVOICES FOR TOWN REVIEW FEES FOLLOWS ON THE NEXT PAGE BELOW.**



Address for notice to Owner/Developer and for delivery of invoices for Town Review Fees:

[Owner/Developer]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By checking the box below, Owner/Developer elects to receive notice(s) under this Agreement and invoices for Town Review Fees via email:

- I elect to receive all notices required under this Agreement and invoices for Town Review Fees at the email address set forth below.

Email address: \_\_\_\_\_



**ATTACHMENT A**

<b><u>APPLICATION(S)</u></b>	<b><u>APPLICATION FEE(S)</u></b>	<b><u>CASH DEPOSIT(S)**</u></b>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL FEE(S):	\$ _____	
	TOTAL FEE(S) & CASH DEPOSIT(S):	\$ _____

\*\* In accordance with Paragraph 2 of the Agreement, any cash deposit(s) held by the Town will be refunded to the Owner/Developer, without interest, upon completion or termination of the project.