



Town of Berthoud
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Berthoud, CO 80513
970.532.2643

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

This Memorandum of Understanding, with the Town of Berthoud, Colorado, a municipal Corporation, hereinafter referred to as “the Town,” and _____, hereinafter referred to as “the Applicant,” is executed so as to prevent confusion on the part of the Applicant as to the Town’s reimbursement policies.

WHEREAS, the Applicant of certain property situated in the County of _____, State of Colorado, which is more particularly described in **Exhibit A** attached hereto and incorporated herein, and is commonly referred to as _____; and
(Project Name)

WHEREAS, the Board of Trustees has determined that the fiscal impact of annexation, subdivision and development should properly be borne by those parties who receive the benefits; and

WHEREAS, on August 9, 1994, the Board of Trustees passed Ordinance No. 707, establishing policies for reimbursement of professional fees and established fees for applications including, but not limited to, legal notification, planning fees, engineering fees, attorney fees, consultant fees, reproduction of material, public hearing expenses and recording documents; and

WHEREAS, on February 28, 1995, the Board of Trustees passed Ordinance No. 722, adopting a Development Code for the Town of Berthoud, which included the setting of new submittal review fees in Chapter 10; and

WHEREAS, on January 13, 2004, the Board of Trustees passed Ordinance No. 985, establishing new and/or revising existing fees as provided for in Chapter 10 of the Development Code; establishing an hourly fee for Town Personnel involved in development review; amending Section 30-10-104 of the Town of Berthoud Development Code; repealing Ordinance 707 and all ordinances in conflict herewith; providing a severability clause; providing an applicability clause; and providing for an effective date; and

WHEREAS, on February 14, 2006, the Board of Trustees passed Ordinance No. 1025, an Ordinance revising those fees established in Ordinance No. 985; and

WHEREAS, the Town’s staff has determined the typical municipal expenditures incurred by the Town in processing subdivision and zoning related applications; and

WHEREAS, the Applicant desires to develop said property and has made a complete application to the Town of Berthoud for development; and

WHEREAS, the Parties hereto recognize that the Town will incur development expenses throughout the entire development process until final completion of the project, including, but not limited to, planning fees, engineering fees, attorney fees, consultant fees, reproduction of material, securing permits and easements, and recording fees;

NOW, THEREFORE, the Applicant understands that:

1. DEVELOPMENT REVIEW DEPOSIT

Development Review Deposit Schedule. In addition to the Application Fee(s), development review deposit(s) shall be provided to the Town at the time of submittal of a Development Review Application. It is the Applicant's responsibility to bear all costs related to the processing of a Development Review Application, including costs for review by consultants hired by the Town to assist with technical review of development projects. These consultants include, but are not limited to, engineering, planning, transportation, and legal. In order to keep track of the expenses incurred by the Town, the Town's staff, including, but not limited to, public works, planning, and administration, shall keep track of the time expended by each person involved in the process precipitated by the submittal of a Development Review Application. The Applicant is also responsible for paying incidental costs such as postage, recording, mileage and publication fees.

Due to numerous unforeseen factors, it is impossible to determine the actual expenses that may be incurred for review of development proposals. Therefore, at such time as expenses are in excess of the development review fee deposit amount, subsequent deposits shall be requested by the Planning Director. This amount will be based upon the status of the project and outstanding issues. In no event will review of a project continue once deposited development review fees have been exhausted until the Town has received a further deposit sufficient to cover anticipated expenses. Said payment shall be made within ten (10) days of the Town submitting an invoice for the expenses. Failure by the Applicant to pay within the specified time shall be cause for the Town to cease processing the application including any public hearing, deny approval of the application, and withhold the issuance of building permits or certificates of occupancy. Once final review is completed, any remaining development review fee deposit funds will be remitted to the Applicant.

2. FULL AND SEPARATE ACCOUNTING OF REVIEW AND DEVELOPMENT EXPENSES

The Town will maintain separate accounts of all monies expended as a result of the review of the above referenced application throughout the development process. The Town on a regular basis will provide statements of expenses incurred to the Applicant.

3. APPLICATION TERMINATION

Except where the law or an agreement with the Town provides otherwise, the Applicant may terminate its development application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Applicant e.g., notify newspapers to cancel publications, etc. The Applicant will be liable for all costs reasonably incurred by the Town to terminate the application.

4. COLLECTION OF FEES AND COSTS

If the Applicant fails to pay the fees required herein when due, the Town may proceed to collect the balance due by that Applicant. The Town shall also be entitled to all its filing fees, attorney's fees, expert witness fees, and other costs incurred in collection plus interest on the amount due at a rate of 18% per annum.

By signing this Memorandum of Understanding, the Applicant acknowledges that he/she has read this Memorandum of Understanding in its entirety, and agrees that by processing its application it will be required to comply with the Town's ordinances and the provisions set forth.

Applicant: _____

_____ Date

Applicant: _____

_____ Date

Applicant: _____

_____ Date

(attach additional signatures as necessary)