

**CITY OF BLACK HAWK  
COST REIMBURSEMENT AGREEMENT**

**THIS COST REIMBURSEMENT AGREEMENT** (the "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the **CITY OF BLACK HAWK**, a Colorado home rule municipality (the "City"), and \_\_\_\_\_  
(the "Owner"), regarding \_\_\_\_\_  
at \_\_\_\_\_, Black Hawk, CO 80422.

**RECITALS**

**WHEREAS**, the Owner submitted an application for \_\_\_\_\_  
("Application") pursuant to the Black Hawk Municipal Code ("Code") for property situated in the City of Black Hawk, State of Colorado; and

**WHEREAS**, the Owner acknowledges that the City will incur costs to review the Pre-Application and Formal Land Use Application(s), including but not limited to legal publication costs, recording fees, and reproduction costs; and

**WHEREAS**, the Owner further acknowledges that the City retains third-party Consultants to review land-use proposals, which may include, but not be limited to, engineers, surveyors, inspectors, planners, hydrological and legal services in reviewing development proposals (hereafter "Consultants' Time"); and

**WHEREAS**, while the City endeavors to keep the Consultants' Time and the City's expenses to a reasonable and acceptable level, the actual amount is subject to factors outside the control of the Consultants and the City; and

**WHEREAS**, the Code requires the Owner to pay all the Consultants' Time, plus a 15% City Administration Fee and all other City expenses incurred in reviewing, evaluating, and processing the Application regardless of whether the project is completed and/or irrespective of whether the Owner chooses to terminate the City's land use review process; and

**WHEREAS**, the Parties recognize that this Agreement will facilitate the City's ability to review, evaluate and process the Pre-Application and Formal Land Use Application(s) and that this Agreement is mutually beneficial to the Parties; and

**WHEREAS**, the Parties desire to enter into this Agreement at the Pre-Application phase and whereas this Agreement will also continue with all applicable and subsequent Formal Land Use Application(s) to facilitate the review, evaluation, and processing of the Application(s) and to memorialize the obligation by the Owner to the City to reimburse the City for all and the Consultants' Time, plus the City 15% Administration Fee and all other City expenses.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner agree as follows:

1. Recitals. The Recitals are incorporated as if fully set forth herein.
2. Reimbursement. Owner agrees to reimburse all the Consultants' Time, the City's 15% Administration Fee, and all other City expenses incurred irrespective of the number of submittals in reviewing, evaluating, and processing the Pre-Application and Formal Land Use Application(s) regardless of whether the project is completed, and/or irrespective of whether the Owner chooses to terminate the City's review process.
3. Process. Prior to any work being commenced by the City's Consultants in receiving any Pre-Application or Formal Land Use Application(s), the process begins with a Pre-Application.
4. Invoicing.  
Once the Pre-Application or Formal Land Use Application(s) process has commenced, the City shall invoice the Owner at the Consultant's fee schedule rate, plus a 15% City Administration Fee and all other City expenses on a monthly basis with each application in process. The City sends the Owner an itemized invoice showing the costs charged to the account each month as the project progresses. In the event the Owner fails to pay the invoice within thirty (30) days of the City's request, the City may suspend all further review and cancel any scheduled public hearings.
5. Remedies. In the event, the Owner fails to reimburse the City for all Consultants' Time, the City's 15% Administration Fee, and all other City expenses, the City shall have the following remedies:
  - (a) The City may impose any or all of the following remedies:
    - i. The termination of the review process for the Pre-Application or Formal Land Use Application(s) if payment is not made in full within thirty (30) days of the issuance of the itemized invoice indicating the actual cost of Consultants' Time, plus the City's 15% Administration Fee and all other City expenses;
    - ii. The Pre-Application or Formal Land Use Application(s) are deemed withdrawn if the invoice is not paid in full within thirty (30) days of the date of the issuance of the itemized invoice indicating the actual cost of Consultants' Time, plus the 15% City Administration Fee, and all other City expenses;

- iii. The addition of a penalty equal to ten percent (10%) of the amount due and outstanding beyond thirty (30) days of the date of the issuance of the itemized invoice indicating the actual cost of Consultants' Time, plus the 15% City Administration Fee and all other City expenses, plus interest on the amount due and outstanding at the rate of one-half of one percent (.5%) per month from the date when due.

(b) The City may also impose any or all of the following remedies, at its sole discretion:

- i. The filing of a lien on the property which is or was the subject of the proposed development upon which the City has not been reimbursed for Consultants' Time, plus the 15% City Administration Fee, and all other City expenses; and/or
- ii. The refusal to issue a permit for any portion of the proposed development upon which the City has not been reimbursed; and/or
- iii. The refusal to issue a certificate of occupancy for any portion of the proposed development upon which the City has not been reimbursed; and/or
- iv. The refusal to accept any further land use applications from any Owner which has failed to reimburse the City for the Consultants' Time, plus the 15% Administration Fee and all other City expenses for any project.
- v. The initiation of enforcement action for nonpayment of fees for Consultants' Time, plus the 15% Administration Fee and all other City expenses, in the Black Hawk Municipal Court or the Gilpin County District Court to collect unpaid fees.

6. Dispute Resolution. In the event the Owner disagrees with any of the charges in the itemized invoice, the resolution of the dispute shall be as follows:

- (a) The Owner will submit to the City Clerk a letter that specifies the particular charges being disputed. The letter will include payment in the amount of the Outstanding Balance.
- (b) The City Clerk will forward a copy of the letter to the Community Planning and Development Director and City Consultant(s) who, after reviewing the letter, may adjust the charge and submit a new itemized invoice to the City Clerk or submit a letter to the City Clerk with a copy to the Owner stating the reasons that no adjustment has been made.

- (c) If the Owner disagrees with the Consultant's actions, the issue will be placed on the agenda for the next available City Council meeting. The City Council shall consider the case and make a final decision on the dispute.
  - (d) If the disputed charges are acknowledged by the Consultant(s) and the City, the Owner will be reimbursed the difference for the disputed charges within thirty (30) days of the decision by the Consultant(s) or the City Council with an appeal.
7. Notices. All notices, demands, or other documents required or desired to be given, made, or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt, and shall be personally delivered or mailed postage prepaid, certified mail as follows:

**CITY:**

City of Black Hawk  
Attn: City Clerk  
PO Box 68, 201 Selak Street  
Black Hawk, CO 80422  
E-mail Address: [CityClerk@cityofblackhawk.org](mailto:CityClerk@cityofblackhawk.org)

**OWNER:**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notification may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

8. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
9. Governing Law. This Agreement shall be governed by and construed in all respects according to the laws of the State of Colorado.
10. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

11. Modifications. No amendments to or modifications of this Agreement shall be made or be deemed to have been made unless such amendments or modifications are made in writing and executed by the Party to be bound thereby.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written.

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**Owner Signature**

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**Date**

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**Owner Name**

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**Company Name**