

CITY OF COLUMBIA CITY

AGREEMENT TO MEET COSTS OF DEVELOPMENT REVIEW AND APPROVAL COMPLIANCE

This Agreement to Meet Costs of Development Review and Approval Compliance ("Agreement") is entered into on the last signed date indicated below by and between the City of Columbia City, Oregon (hereinafter the "City") and _____ (hereinafter the "Developer") in connection with Developer's land use application for approval of _____ (collectively hereinafter "Application").

RECITALS

WHEREAS, DEVELOPER has submitted to CITY a land use or limited land use Application under the Columbia City Development Code; and

WHEREAS, CITY is obligated under ORS Chapters 92, 197 and 227 to review DEVELOPER'S Application and determine whether it complies with the mandatory approval criteria and standards of state law and CITY'S adopted ordinances and development standards; and

WHEREAS, CITY desires to not use general fund monies to subsidize the processing and review of land use applications and the CITY has no means for paying the costs of the City land use planner, engineer, attorney and City staff time to review DEVELOPER'S Application; and

WHEREAS, ORS 92.046 and 227.175 authorizes CITY to charge DEVELOPER for the actual cost of processing DEVELOPER'S Application.

NOW, THEREFORE, the premises being generally stated in the foregoing Recitals, DEVELOPER agrees as follows:

1. DEVELOPER agrees to pay CITY the actual costs incurred by CITY in reviewing DEVELOPER'S Application for compliance with the applicable approval criteria, development and design standards. Such costs shall include the actual cost of CITY'S land use planner, engineer, attorney and City staff incurred in processing and reviewing DEVELOPER'S Application and any post-approval plans or drawings and the actual cost of the CITY making any inspections required by CITY'S approval of DEVELOPER'S Application, based upon the rate schedule contained in the CITY'S current fee schedule

or as billed by CITY'S contracted consultants. CITY staff time shall be billed at the employee's regular hourly wage plus the proportionate cost of employee benefits.

2. DEVELOPER agrees to pay CITY the actual costs incurred by CITY for inspecting, investigating and verifying DEVELOPER'S compliance with any representations made in DEVELOPER'S Application and with any requirements of CITY'S development and design standards and any conditions set forth in CITY'S approval of DEVELOPER'S Application.

3. Upon submittal of any land use or other required application, DEVELOPER shall pay the application fee and/or deposit, according to the CITY'S current fee schedule; provided, CITY may require an additional deposit, due upon request, when the estimated cost for review exceeds the amount that would be covered by the initial application fee or deposit. In addition, DEVELOPER shall pay all additional costs in full to CITY within 30 days after having been billed by CITY. CITY may submit interim bills for payment of actual costs incurred up to the date of billing. Any billing by CITY shall include verification of CITY'S actual cost. All unpaid balances after 30 days shall bear interest at the rate of twelve percent (12%) per annum from date of billing. Any amounts due that have not been paid after 30 days shall be enforceable by CITY in accordance with Oregon Law, including but not limited to the imposition of a lien on real property that is being developed pursuant to this agreement. Any lien placed on such real property may include attorney fees, recording fees and costs in enforcement.

4. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between CITY and DEVELOPER that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Columbia County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

5. No waiver, consent, modification or change of terms of this agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained.

6. No amendment to this agreement is effective unless it is in writing signed by the parties.

7. In the event of any action or proceedings to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial and on appeal.

8. The signatories to this agreement are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

IT IS SO AGREED.

By: _____ Date: _____

Print Name: _____

Title: _____

STATE OF OREGON)
)
County of _____) ss.

On this _____ day of _____, 20____, the above-signed personally appeared before me and acknowledged that this is a free act and deed, for the uses and purposes stated in the above document.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public for Oregon
My Commission Expires: _____