

**AGREEMENT FOR PAYMENT OF REVIEW AND DEVELOPMENT
EXPENSES INCURRED BY THE CITY ANNEXATION,
SUBDIVISION AND ZONING PROCESSES**

THIS AGREEMENT (“the Agreement”) is entered into this ____ day of _____, 20____, by and between the City of Collinsville, Texas (“the City”), and _____, (“the Applicant”) (collectively herein referred to as “the Parties”).

WHEREAS, the Applicant owns or is the authorized agent of the owner of certain property situated in the Grayson County, Texas described on **Exhibit A**, attached hereto and incorporated herein by reference (“the Property”);

WHEREAS, the development review process includes review of all aspects of land use including, but not limited to annexation, subdivision, zoning development agreements, change of land use, site plan review, installation of public improvements, dedication of lands and the availability of and feasibility of providing utility services;

WHEREAS, the Applicant desires to develop the Property and has made application to the City for _____;

WHEREAS, Ordinance No. 697-2021 of the Collinsville Master Fee Schedule provides for certain development related fees;

WHEREAS, the Parties desire to memorialize their intent regarding the payment of said fees by the Applicant;

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses through the entire development review process until final completion of the development including but not limited to: legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, planning fees, engineering fees, attorney fees, special constant fees, and fees for administrative time of City staff, security, permits and easements; and

WHEREAS, the City has customarily incurred significant expenses associated with ensuring an applicant’s compliance with design and construction specifications for public improvements, such as roads, drainage improvements, and water and sanitary sewer improvements, and these expenses oftentimes exceed the land use fees paid by the applicant as part of the customary review processes.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. For purposes of this Agreement, “Application” shall mean and include all documentation, data, and information submitted to the City in order to seek or obtain approval of development of or land use approval for the Property, including

but not limited to annexation, zoning/rezoning applications, site plans, developer/engineer/applicant meetings, engineering and surveying documentation, engineering and other professional reports and studies, and any construction documentation required to authorize the construction of public or other improvements within the Property.

2. Applicant shall pay all invoices submitted by the City within ten (10) days of the City's delivery of such invoice. Failure by the Applicant to pay any invoice within the specified time shall be cause for the City to cease processing the Application, cease development of the Property, deny approval of the Application, withhold the issuance of building permits or certificates of occupancy and for the City to exercise such rights and remedies as otherwise available to it in law or equity or under the applicable provisions of the City Code.

3. Except where the law of an agreement with the City provides otherwise, the Applicant may terminate its application at any time by giving written notice to the City. The City shall take all reasonable steps necessary to terminate the accrual of costs to the Applicant and file such notices as are required by the City's regulations. The Applicant shall be liable to all costs incurred by the City in terminating the processing of the Application.

4. If the Applicant fails to pay the fees and costs required herein when due, the City may take those steps necessary and authorized by law to collect the fees and costs due, in addition to exercising those remedies set forth in Section 2 above. The City shall be entitled to recover from the Applicant all court costs and attorneys' fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.

5. The City will account for all funds expended and fees and expenses incurred by the City as a result of the development review of the Application throughout the development process. The City will make statements of expenses incurred available to the Applicant. Expenses to be charged to the Applicant's account shall include, but shall not be limited to legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, planning fees, engineering fees, attorney fees, special consultant fees, fees for administrative time of City staff, security, permits and easements. Within sixty (60) days after the completion of the processing of the application by the City, the City will provide the Applicant with a statement of account and will refund to the Applicant any funds paid by the Applicant that were not expended by the City, except where the Parties expressly agree to the contrary.

6. Applicant's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the City or the Applicant prior to a final decision in the process. The Applicant agrees to pay all expenses regardless of whether the City approves or

denies the Application. The City shall not be estopped or otherwise limited or precluded from denial or conditional approval of the Application by the terms, conditions, or obligations of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

APPLICANT:

By : _____ Date : _____

Owner of Property
Authorized Agent of Owner

Printed Name: _____

Title: _____

STATE OF TEXAS)
COUNTY OF GRAYSON)

SIGNED under oath before me on this ____ day of _____, 20__.

Notary Public, State of Texas

My Commission Expires: _____

CITY OF COLLINSVILLE:

By : _____ Date : _____
Jeff Ashabranner, City Administrator

ATTEST:

By : _____ Date : _____
Deborah Hale, City Secretary