



PRELIMINARY APPLICATION FOR DEVELOPMENT:

(Circle project type below)

DATE FILED _____
NOTIFICATION # _____

- ADDITIONAL BUILDING HEIGHT REQUEST
- ANNEXATION
- CERTIFICATE OF APPROPRIATENESS
- FLOODPLAIN PERMIT
- REZONING
- RIGHT OF WAY VACATION
- SIGN PERMIT
- SPECIAL EXCEPTION REQUEST
- SUBDIVISION
- VACATION OF INTERIOR LOT LINE
- VARIANCE

APPLICANT/OWNER NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

PHYSICAL ADDRESS OF PROPERTY: _____

LEGAL DESCRIPTION OF PROPERTY ON WHICH PROPOSED WORK OR ACTIVITY IS TO BE DONE: _____

SQUARE FEET (IF APPLICABLE): _____ LOT SIZE: _____

ZONING: _____

EXISTING LAND USE: _____

PROPOSED LAND USE: _____

DETAILS OF DEVELOPMENT PROPOSAL: _____

APPLICANT'S SIGNATURE: _____ DATE: _____

I hereby certify that I am the applicant named herein and that I understand the rules and regulations with respect to preparing and filing this request, and that the foregoing statements are true and accurate to the best of my knowledge. I also acknowledge that a Preliminary Application meeting is meant to provide the applicant guidance on the City's development process and that all development is subject to the regulations in the Municipal Code and the Development Code.

A prospective applicant is required to submit a preliminary application of a development proposal concept. The development project types are stated on the first page. This gives the City Staff an opportunity to:

- Review the request thoroughly in order to provide excellent customer service. This helps staff to efficiently provide you the information you need in order to move forward with the development.
- Identify relevant Master Plan goals, Historic Preservation design guidelines, zoning and development codes, review procedures, criteria, and submittal requirements.
- Identify opportunities and constraints, site history, context of the surrounding area, and discussion of project alternatives or modifications.

STEPS:

1. Fill out the Preliminary Application form and include any relevant documents for the City Planner's review. These documents may include surveys, plot plans, site plans, architectural elevations, photos of the subject property, etc. Please be clear on your proposal. The more information, the better.
2. Email the Preliminary Application and relevant documents to Alyssa Rivas, City Planner, at arivas@cripple-creek.co.us **no later than Tuesday at 3 PM**. After a completed application is received, the City Planner will contact you to schedule a meeting time.
 - All Preliminary Applications meetings are currently being held on Tuesdays. Meetings may be held in person, or remotely. Please note that waiting times for an appointment with the City Planner may be up to two weeks, depending on the number of other projects in the queue.
3. The City Planner will review your request and analyze it against the standards in the Municipal Code and the Development Code. The City Planner will reach out to you within 1-2 weeks with written feedback on the proposal. The City Planner will also notify you of:
 - Which applications are required for the development.
 - What the associated development application fees are.
 - What types of public hearings will be required (if applicable).
 - Public noticing procedures and deadlines (if applicable).
4. The applicant may call or email the City Planner with questions at any time. After all staff comments have been addressed, the applicant may submit an official application for development. All application forms are available on the Cripple Creek Community Development website. **An application is not considered complete until all required documents are submitted, and all associated fees are paid.**
 - There are no fees associated with a Preliminary Application request.
5. At the time a complete development application is accepted by the Planning Department, **the applicant must sign a Developer Cost Reimbursement Agreement** (Ordinance No. 2021-05), which pertains to the collection of expenses related to land use applications. The Agreement requires that the applicant reimburse the City for the expenses including, but not limited to, the cost of the third-party engineers, surveyors, construction and building inspectors, legal advisors, and planning professionals. Upon the execution of the Agreement, the applicant understands that a deposit may be required. Please see the Developer Cost Reimbursement Agreement and Ordinance No. 2021-05 on the following pages.

**CITY OF CRIPPLE CREEK
DEVELOPER COST REIMBURSEMENT AGREEMENT**

[Insert project or application]

THIS AGREEMENT (the “Agreement”), made and entered into this ____ day of _____ 20__, by and between the CITY OF CRIPPLE CREEK, COLORADO, a Colorado municipal corporation (the “City”), and _____, a Colorado _____ hereinafter referred to as (the “Applicant”), [and _____ as owner (“Owner”) (if different that Applicant)]. The City and the Applicant are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Applicant submitted an application for _____ (“Application”) pursuant to the Cripple Creek Municipal Code (“Code”) for property situated in the County of Teller, State of Colorado, and legally described in Exhibit A, attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Applicant acknowledges that the City will incur costs to review the Application, including but not limited to, legal publication costs, recording fees and reproduction costs; and

WHEREAS, the Applicant 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, attorneys and planners; and

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

WHEREAS, the Code requires the Applicant to pay all the City’s expenses incurred in reviewing, evaluating and processing the Application; and

WHEREAS, the Parties recognize that this Agreement will facilitate the City’s ability to review, evaluate and process the Application and that this Agreement is mutually beneficial to the Parties; and

WHEREAS, the Parties desires to enter into this Agreement to facilitate the review, evaluation and processing of the Application.

AGREEMENT

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. Recitals. The Recitals are incorporated as if fully set forth herein.

2. Funds Deposit. Upon the execution of this Agreement, the Applicant agrees to deposit with the City the sum of \$_____ to be used to pay the City's expenses to review, evaluate and process the Application ("Deposit"), which funds may be used to pay the cost of third-party consultants. If the Deposit is depleted, or nearing depletion, prior to the completion of the work, the City may request, and the Applicant shall thereafter promptly deposit, additional monies with the City in an amount required by the City. In the event the Applicant fails to pay the additional monies within ten (10) days of the City's request, the City may suspend all further review and cancel any scheduled public hearings.

3. Banking and Accounting. The City shall deposit the Deposit in a separate checking account for developer funds in its bank and shall separately account for the funds. The City shall disburse monies from the deposited funds in payment of the City's expenses related to the Application. Applicant may submit a request for an accounting of the funds disbursed. Such request shall be in writing. The City will provide the accounting within a reasonable period.

4. Termination. When the review, evaluation and processing of the Application is complete or if negotiations on the Application terminate, then any monies deposited by the Applicant remaining after payment of the costs incurred by the City shall be refunded to the Applicant without interest. Alternatively, if the Applicant has not deposited sufficient funds to cover the City's expenses when the review, evaluation and processing of the Application is complete or negotiations terminate, then the City may provide written notice to the Applicant of funds that are due and owing. The Applicant shall have ten (10) days after receipt of the City's notice to pay the amount due and owing.

5. Collection of Fees and Costs. If the Applicant fails to pay the funds required herein when due, the City may add a five percent (5%) late charge to the balance and charge interest at the rate of one and one-half percent (1½%) per month. The City may also take those steps necessary and authorized by law to collect the fees and charges due and shall be entitled to all court costs and attorney fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of eighteen percent (18%) per annum. In its discretion, the City may certify to the Teller County Treasurer any amount due as a lien on the property for which the Application is submitted, which lien will be due and payable with the real estate taxes for the City if the Applicant or the Owner does not pay such amount within thirty (30) days of written request by the City.

6. No Acquired Rights. The Applicant agrees that it does not acquire any rights by virtue of the review and evaluation of, and negotiations related to, the Application. Any and all negotiations and work on Application shall be final only upon approval by the appropriate actions of the City Council of the City of Cripple Creek and other governmental entities having jurisdiction, upon the completion of appropriate actions of the Applicant and upon expiration of any applicable time periods required for finality under law.

7. Assignment. If Applicant sells or conveys all or any portion of the Property or any part of the Application, Applicant shall provide notice to the City and shall assign or transfer any and all of its interests, rights or obligations under this Agreement to the purchaser or assignee.

8. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

<u>City:</u>	<u>Applicant:</u>
Cripple Creek	_____
City Administrator	_____
337 E. Bennett Ave.	_____
P.O. Box 430	_____
Cripple Creek, CO 80813	Attn: _____

9. Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

10. Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

11. Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

12. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Teller County, State of Colorado.

13. Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the City and the Applicant and supersede all prior negotiations, representations and agreements, whether written or oral.

14. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

15. Authority. Each person executing this Agreement represents and warrants that he or she has been duly authorized by the party which he or she purports to represent to execute this Agreement, and has authority to bind said party to the terms and conditions of this Agreement.

16. Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

17. Execution and Counterparts. This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

(Remainder of Page Intentionally Left Blank)

OWNER
[Name]

By: _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY OWNER:

By: _____
Name: _____
Title: _____

**EXHIBIT A
CITY OF CRIPPLE CREEK
DEVELOPER COST REIMBURSEMENT AGREEMENT**

PROPERTY LEGAL DESCRIPTION

**CITY OF CRIPPLE CREEK, COLORADO
ORDINANCE NO. 2021-05**

**AN EMERGENCY ORDINANCE AMENDING CHAPTER 16, ARTICLE 3 OF THE
CRIPPLE CREEK MUNICIPAL CODE BY ADDING A NEW SECTION 16-3-30
CONCERNING THE COLLECTION OF EXPENSES RELATED TO LAND USE
APPLICATIONS AND PROVIDING FOR DEVELOPER COST REIMBURSEMENT
AGREEMENTS**

WHEREAS, the City of Cripple Creek ("City") is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the City Council of the City is authorized to adopt this ordinance pursuant to state law, including but not limited to C.R.S. § 31-23-301 et seq.; and

WHEREAS, the City Council of the City recognizes that, upon the submission of a land use application, the City incurs significant expenses, including, but not limited to, the cost of third-party engineers, surveyors, construction and building inspectors, legal advisors and planning professionals; and

WHEREAS, the City Council desires to provide a method by which the applicant, or owner of the property that is the subject of the application, is responsible for such expenses and costs related to the application, including authorization for the execution of a developer cost reimbursement agreement and submission of a cost deposit; and

WHEREAS, in recent years the City has seen a reduction in revenues from various revenue sources and has experienced budgetary impacts as a result; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Cripple Creek, and in the interest of the public health and safety, to adopt this ordinance as an emergency ordinance in order to timely address and respond to potential land development requests. Therefore, the City Council herewith further finds, determines and declares that it is necessary for this ordinance to take effect immediately upon adoption.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK,
TELLER COUNTY:

Section 1. Chapter 16 Article 3 of the Cripple Creek Municipal Code is hereby amended by the addition thereto of a new Sec. 16-3-30 entitled, "Development Review Fees and Cost Reimbursement" to read as follows:

Sec. 16-3-30. Development Review Fees and Cost Reimbursement.

- (1) Costs. Unless otherwise agreed by the City, in its discretion, based on extraordinary circumstances, the City shall also require the applicant,

or the owner of the property that is subject of the application, to pay the City's actual costs for review of the land use application, including, but not limited to, the costs of third-party engineers, surveyors, construction, and building inspectors, legal advisors and planning professionals, plus fifteen percent (15%) of such actual costs for City staff administrative costs and supplies.

- (2) **Deposit.** Prior to consideration of a land use application, the City may require a deposit from the applicant to offset the City's costs in an amount reasonably related to the anticipated cost of the review, as determined by the City. If the initial deposit is depleted prior to completion of the City's review, the City may require subsequent deposits. If funds are not deposited upon the City's request, the City may suspend or terminate consideration of the application until the funds are deposited and may charge a surcharge. Upon completion of the City's review and processing of the application, any funds deposited in excess of the actual costs incurred by the City shall be refunded to the applicant.
- (3) **Development Agreement.** The City may require that the applicant enter into an agreement for payment of the City's expenses related to review of the application. Such agreement shall be available for review at the City and may be administratively modified from time to time.
- (4) **Lien.** The City may certify to the Teller County Treasurer any amount due pursuant to this Sec. 16-3-30 as a lien on the property for which the application is submitted to be due and payable with the real estate taxes for the City if the applicant or the property owner does not pay such amount within thirty (30) days of written request by the City.
- (5) **No Acquired Rights.** Neither the applicant nor the property owner shall acquire any rights by virtue of the payment of the City's expenses required by this Sec. 16-3-30. Such rights may only be acquired, if at all, upon approval of the land use application pursuant to the Code and as otherwise required by law.

Section 2. **Safety Clause.** The City Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the City of Cripple Creek, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. **Severability.** If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a

court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Emergency. The City Council, pursuant to C.R.S. § 31-16-105, finds that this ordinance is necessary to the immediate preservation of the public health or safety in that this ordinance will allow the City to continue supporting development opportunities and timely address and respond to potential land development requests despite budget shortages. Accordingly, this ordinance shall take effect immediately upon adoption on first and final reading.

Section 5. All terms and provisions of the Municipal Code of the City of Cripple Creek not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

READ, APPROVED, ADOPTED and ORDERED PUBLISHED IN FULL at a regular meeting of the City Council of the City of Cripple Creek, Colorado this ____ day of _____, 2021.

CITY OF CRIPPLE CREEK

Milford Ashworth, Mayor

ATTEST:

Janell Sciacca, City Clerk

Erin M. Smith, City Attorney