

APPENDIX B

1. APPLICATION FEES

2. ESCROWS

3. MODEL ESCROW AGREEMENT

The below information is intended as a guide to assist with the application process. In the event of inconsistency with the Chaffee County Land Use Code, the Land Use Code shall control. See Land Use Code, Section 5.2.5.5.

1. APPLICATION FEES

Sec. 5.2.5.5 APPLICATION FEES AND ESCROWS

- A. *Generally.* Fees shall be charged to offset the cost of application processing (including any application for amendments of existing approvals), reviews, public notices, hearings, document recording, and recordkeeping. Application fees to be charged by the County shall be established, from time to time, by resolution adopted by the Board of County Commissioners.
- B. *Recording Fees.* Recording fees assessed by the Chaffee County Clerk and Recorder's Office shall be paid by the applicant.
- C. *Referral Agency Fees.* The applicant may be required to pay any fees assessed by referral agencies in advance of their review and comment. Failure to obtain comments from referral agencies due to failure to pay review fees may result in delay or denial of an application.

Chaffee County Fee Schedule

Planning and Zoning
Effective January 1, 2025

LAND USE/DEVELOPMENT APPLICATIONS	
STANDARD APPLICATIONS	
Application Type	Fee
Zoning Permit – Residential Formats (Table 2.1.3.3.A)	\$320
Zoning Permit/Site Plan Approval	\$800
Limited Use Permit	\$1,200
Conditional Use Permit	\$7,500
Major Accessory Use License	\$1,200
Temporary Use Permit	\$320
Location and Extent Permit	\$320
Right-of-Way/Driveway Permit	\$160
Floodplain/Hazard Development Permit	\$160
Camping on Private Land	\$320
PLANNED DEVELOPMENT AND REZONING	
Application Type	Fee
Planned Development – Conceptual Plan	\$5,000 + \$80/unit and 1,000 SF comm. space
Planned Development – Final Plan	\$5,000 + \$80/unit and 1,000 SF comm. space
Planned Development – Minor Amendment	\$1,000
Planned Development – Major Amendment	\$2,500 + \$80/new unit and 1,000 SF comm. space
Rezoning	\$2,500
SIGNS	
Application Type	Fee
Sign Permit	\$500
Creative Sign Program	\$750
SPECIAL EVENTS	
Application Type	Fee
Special Event – Administrative Review	\$160
Special Event – Public Hearing (<5,000 attendees)	\$400
Special Event – Public Hearing (5,000+ attendees)	\$1,250

LAND DIVISION APPLICATIONS	
SUBDIVISION EXEMPTIONS	
Application Type	Fee
Lot and Boundary Line Adjustment	\$320
Agricultural Subdivision Exemption	\$640
Heritage Water Subdivision Exemption	\$640
Limited Plat Amendment	\$640
Minor Divided Subdivision Exemption	\$640
Vacation of Recorded Subdivision/Lot Line Elimination	\$320
Condominium Plat	\$1,000 + \$80/lot
Exemption for Public Benefit	\$1,000
Road and Alley Vacation	\$1,250

Rural Land Use Process	\$1,000 + \$80/lot
Resolution of Unlawful Land Division	\$1,250
SUBDIVISIONS	
Application Type	Fee
Minor Subdivision	\$2,000 + \$80/lot
Major Subdivision – Sketch Plan	\$2,000 + \$80/lot
Major Subdivision – Preliminary Plan	\$5,000 + \$80/lot
Major Subdivision – Final Plat	\$3,000 + \$80/lot
Correction Plat	\$400

VARIANCES AND APPEALS	
Application Type	Fee
Variance	\$1,250
Appeal	\$2,500*

*If applicant is successful on appeal, appeal fee will be refunded.

SHORT-TERM RENTALS	
Application Type	Fee
Short-Term Rental Initial Application Review Fee	\$650
Short-Term Rental Renewal Application Review Fee	\$400
Short-Term Rental License Fee*	\$350

*License Fee is required in addition to Application Review Fee and is required prior to license being issued.

ACTIVITIES AND AREAS OF STATE INTEREST (1041 REGULATIONS)	
Application Type	Fee
1041 Permit Application – Chapters 1-10	\$5,000 deposit + cost basis + 10%
Preapplication Conference – Chapter 10	\$2,000
Request for Reconsideration of Determination Under 10-401(2)(c)	\$2,500
Exploration Activity Notice Review - < 2,500' – Chapter 10	\$2,500
Exploration Activity Notice Review - > 2,500' – Chapter 10	\$7,500
Request for Reconsideration of Activity Notice Decision – Chapter 10	\$2,500

HOURLY RATES	
For non-standard development reviews, the Planning Director may allow an application to be reviewed at an hourly rate. Special requests of the County's GIS Coordinator, including outside party requests, shall be billed hourly.	
Planning & Zoning Department	\$125/hour
GIS Coordinator Data Requests	\$80/hour

Pursuant to Section 5.2.5.5 of the Chaffee County Land Use Code, the County may require escrow of additional amounts to pay referral agencies and/or outside consultants for application review. Such fees are in addition to this schedule and shall be levied based on the individual application.

2. ESCROWS

Escrow for Consultant Review.

1. Consultant Review Authorized.

- a. The Director may authorize all or a portion of the review of a development application, including subdivision applications, to be performed by an outside consultant, if:
 - i. The Director, Board of County Commissioners, or Planning Commission determines that consultant review would provide necessary specialized evaluation required for certain aspects of the development application; or
 - ii. The Director determines that consultant review is necessary due to County resource constraints.
- b. The costs of consultant review are the responsibility of the applicant and shall be paid in conjunction with the adopted fee schedule.

2. Initial Escrow Payment.

- a. If the Director determines that an application will require review by professional consultants, then the applicant shall execute an escrow agreement in a form approved by the County Attorney, and make an initial escrow payment in an amount sufficient to cover the estimated review costs.
- b. The Director shall provide the applicant with a preliminary estimate of professional consultant review fees at a time established during the pre-application conferral by agreement with the applicant. Alternatively, the Director may advise the applicant regarding the amount of a fixed-fee that has been established in advance for the type of application presented.

3. Use of Escrow Payment. The County may draw upon the escrow to pay the fees and expenses of professional consultants retained by the County to review the application.

4. Additional Escrow Funds. The Director may require additional escrow funds to be paid for additional services related to the application, should they become

necessary. If a balance is due at the time an application is approved, it shall be paid by the applicant as a condition of approval.

5. Return of Escrow Funds. Escrow funds shall be returned to the applicant as follows:
 6. If the Director decides that the use of consultants is not necessary, then escrow funds shall be returned to the applicant within 30 days after the decision.
 7. If the applicant withdraws the application, then the Director shall notify the consultants to stop work within 24 hours of the withdrawal. The Director shall then return the escrow to the applicant, less the amount required to pay the consultant for work actually performed, after final payment to the consultants.
 8. When the application is decided, any positive escrow balance shall be returned to the applicant within 60 days.
6. Account Reports. Applicants shall be provided with an accounting of the use of escrow funds within five business days after a written request for same.
7. Fixed Fee Consultant Review. The Director is authorized to establish:
 - a. A roster of consultants that are pre-qualified to conduct reviews of various types; and
 - b. For routine application types with predictable review fees, a schedule of fixed fees for consultant review.

3. MODEL ESCROW AGREEMENT

ESCROW AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 202__ between Chaffee County, by and through the Board of County Commissioners of Chaffee County, Colorado ("County"), and _____ ("Developer"), whose address is _____. The County and Developer may be referred to herein individually as a "Party" and collectively as "Parties."

Recitals

- A. Developer has applied for a ____ (type of application) in Chaffee County known as _____. A graphic depiction and/or location map is shown in Exhibit A.
- B. Section _____ of the Chaffee County Land Use Code requires escrow sufficient to pay all costs for consultants engaged by the County for review of submitted application materials.
- C. The scope of work is detailed in Exhibit B, incorporated by reference. Detail drawings are included in Exhibit C, incorporated by reference.
- D. The Parties wish to memorialize their mutual understandings regarding reimbursement of County costs for facilitating approval of all reports, plans and studies associated with the development.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby incorporate by reference the above-stated Recitals into this Agreement as if fully set forth herein.

2. No Guarantee of County Approvals. Developer understands and agrees that by executing this Agreement, there is no assurance that the County will execute the same. Developer further understands and agrees that this Agreement does not assure Developer that the County will approve, either administratively or through the County, any future land use or development applications within the development, and that the County, by executing this Agreement, makes no express or implied promises or representations that it will do so.

3. Description of Improvements. Developer shall be solely responsible for and obtain the necessary authorization to construct improvements.

4. Future Improvements. Future improvements serving future development or change of uses for properties outside of _____, or necessitated by increased public use, may be subject to further negotiation with the impacted parties. The development shall meet all applicable local, State, and Federal requirements. The designs shall substantively match the conceptual drawing included in this Agreement, Exhibit C, incorporated by reference. Developer shall reimburse the County for all costs related to design review and approval of the development.

- a. An estimate provided by Chaffee County of the costs to review and approve the _____ improvements is approximately \$_____. Developer is obligated to reimburse the County for the actual costs of design review as evidenced by invoices received from the consultants, even if the actual costs are higher than the estimate.
- b. Developer shall provide an initial deposit of \$_____ to cover the initial estimate as provided by the developer. As the County deems the design review satisfactorily completed, the County shall pay those invoices from the deposit. If the deposited funds become exhausted, the County shall invoice Developer for additional funds as required. The Developer shall thereafter have thirty (30) days to reimburse the County in the amounts set forth in the forwarded invoices.

4. Authority. The undersigned hereby acknowledge and represent that they have the legal authority to bind their respective Party to this Agreement.

5. Entire Agreement. This Agreement represents the complete integration of all understandings between the Parties, is the entire agreement between the Parties, and no additional or different oral representations, promises, or agreements shall be binding on any of the Parties with respect to the subject matter of this Agreement, unless set forth in writing and signed by the affected Parties.

6. Changes or Modifications. No modification, amendment, novation, change or other alteration of this Agreement shall be valid unless agreed to by the affected Parties in writing and executed as an addendum to this Agreement.

7. Severability. If any paragraph, section, subsection, clause or phrase of this Agreement is, for any reason, held to be invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement.

8. Waiver. The waiver of a breach of any of the provisions of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or other provision of this Agreement.

9. No Third-Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against the County or Developer for any breach or other failure to perform this Agreement.

10. Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws, rules and regulations of the State of Colorado and Chaffee County. Venue shall be in the Chaffee County District Court.

11. Recording. This Agreement shall be recorded by the County in the records of the Chaffee County County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the Parties affix their signatures below.

DEVELOPER:

By: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF CHAFFEE COUNTY COLORADO

By: _____ Date: _____

_____, Chair

Exhibit A

[site plan of proposed development]

Exhibit B

Scope of Project Services (example only, specifics will vary depending on the project)

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate or other work performed by the service provider
- Meetings and travel

Exhibit C

(Detail drawings or other information as needed for this agreement)