



**City of Tangent**  
P.O. Box 251  
Tangent, OR 97389

Form 03-C-1  
12/20/21  
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**AGREEMENT TO PAY PROFESSIONAL EXPENSES  
RELATED TO DEVELOPMENT PROPOSAL**

This Agreement to Pay Professional Expenses Related to Development Proposal (“Agreement”) is entered into on \_\_\_\_\_ by and between \_\_\_\_\_ (“Applicant”) and the City of Tangent, Oregon (“City”) as indicated by the authorized signatures of the parties’ representatives below.

**RECITALS**

**A.** Applicant has submitted or is contemplating submitting an application for development within the City of Tangent generally consisting of the following: \_\_\_\_\_

\_\_\_\_\_ (the “Project”), City File Number (if any): \_\_\_\_\_  
\_\_\_\_\_. Applicant may also still be designing the Project, assessing the applicable development requirements, and evaluating the status of the City’s public facilities and infrastructure needed to serve the development.

**B.** City has limited resources and no in-house professional staff to review development applications but instead relies on outside contract professionals for these services including city engineer, land use planner, city attorney and any other city independent contract professional the City may from time to time engage to assist in the review of technical plans associated with development applications (collectively “City professional staff”).

**C.** City’s adopted application fee schedule is based on the City’s average cost of processing applications, but the City’s land use program is designed to compensate the City in all cases for the actual cost to the City to process applications. To accomplish this, the City has adopted a policy that the application fee serves as a deposit estimated to cover the average costs. If the actual processing costs exceed the fee deposit amount, the Applicant shall make up the difference by reimbursing the City for its additional costs paid for professional staff time and related expenses that exceed the application fee deposit paid. If the City’s actual cost of processing the application is less than the application fee deposit, the City will refund the difference to the Applicant.

**D.** Applicant may require technical and background information about the city, its public infrastructure, utilities, land use planning, and related technical and legal matters, and the best source of this information about the City is from the City’s professional staff. As the primary beneficiary of that advice and information, Applicant acknowledges that it should and shall be responsible for paying the cost of the City’s professional staff to research and provide the information that Applicant requests to complete the local process to one or more final decisions.

**E.** Applicant recognizes that the City is obligated by state law and the Tangent Municipal Code to provide a complete review of land use applications, including all technical support documents, to determine compliance with all applicable approval standards and that some of those support documents exceed the professional certifications and capabilities of City’s

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Office Hours  
Monday – Friday  
9:00 A.M. – 4:00 P.M.

professional staff. In these instances, the City must contract with outside qualified professionals to perform its land use review responsibilities.

**NOW THEREFORE**, based on the foregoing Recitals, which are incorporated herein by this reference, the parties agree as follows:

1. The City shall make available to Applicant, its partners, agents, employees, associates and contractors (collectively the "Applicant") all of the City's professional staff to assist Applicant and also to review Applicant's Project documents and to determine post-decision compliance with conditions of approval.
2. Applicant agrees to and shall pay the actual cost billed to the City by its professional staff for time spent on the following work related to Applicant's Project:
  - a. City professional staff time and materials expended responding to the Applicant's inquiries about the City's zoning and public facilities and infrastructure relevant to the Applicant's development plans prior to submission of an application.
  - b. City professional staff time and materials expended reviewing Applicant's development application, drafting staff reports and decisional documents from the time of application submission until the City renders a final decision on the Applicant's Project.
  - c. City professional staff time and materials post-decision expended in the review of Applicant's plans and designs that are required by conditions of approval, as well as on-site inspections to verify full and compliant implementation of the Applicant's approved plans and designs.
3. It is the Applicant's responsibility to investigate with City as to the hourly rates and other costs charged by City's professional staff. City will forward to Applicant copies of all monthly invoices it receives from its professional staff that include time spent on Applicant's Project as described in Paragraph 2. Applicant shall pay those invoices, or portions thereof, related to Applicant's Project within 30 days of presentment by the City. Applicant expressly agrees that City may suspend work on Applicant's Project and agrees to stay the 120-day deadline in ORS 227.181 for the period of time after 30 days from the date of presentment that Applicant fails to pay these invoices. For any amounts on these invoices that Applicant disputes, Applicant shall pay the invoice under protest to prevent a suspension of the City's work on the Project application and then seek a resolution with City.
4. The parties agree and recognize that, regardless of the nature of the information obtained by Applicant from the City or its independent professional staff, Applicant is and shall remain solely responsible for the verification of any/all information thus obtained and for the accuracy of any information it may include in a subsequent development application to the City. In any development application, Applicant is and shall remain solely responsible for demonstrating compliance with all applicable approval criteria.
5. Under this Agreement and throughout the development application process, City shall be and remain the client of its professional staff even though the Applicant is responsible for paying all or a portion of certain invoices presented to City by its contract professional staff. The Applicant shall not form a client relationship with any of the City's professional staff.

6. In the event a dispute arises regarding the interpretation, application or enforcement of this Agreement, the parties agree to meet and confer about the dispute. If those efforts are unsuccessful, either party may file legal action in Linn County Circuit Court to resolve the dispute. The prevailing party in Circuit Court or on appeal shall be entitled to recover its reasonable costs, including expert witness and attorney fees and collection costs, from the losing party.

**IT IS SO AGREED:**

**Applicant:**

**City of Tangent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_