

PLANNING AND BUILDING DEPARTMENT



COST BASED FEE SYSTEM AGREEMENT

Agreement for Payment of Full Cost Recovery Fees for Application Processing

(Not required for flat fee applications: contact Planning and Building Department if you have any questions.)

(Print names of Property Owners (or Authorized Agent) and Applicant (if different from Owner))

agree(s) to pay the City of Davis all incurred costs, both direct and indirect, including State-mandated costs, associated with the review and processing of the accompanying application for land use approval(s) with respect to the subject property located at:

(Address and/or Assessor's Parcel Number(s))

even if the application is withdrawn or not approved. Reimbursement costs include all items within the scope of the City's adopted Fee Resolutions, as well as the cost of retaining professional consultants to prepare environmental documentation: provide planning, engineering, building inspection, and legal services; and perform other functions related to review and processing of the application. Owner and Applicant understand that one or more deposits will be required to cover the costs noted above at such time(s) as requested by the Planning Director. Deposits against hourly rate charges are charged when the total costs to process the application exceed \$1,000.00 and when the amount of time spent by the City to review the application cannot be easily estimated at the time of application. Actual costs are charged based on a tiered hourly rate structure, City agrees to review and process the application in accordance with the Agreement and all applicable laws, regulations, ordinances, standards and policies. Payment in full is required whenever payment of fees is requested or owed, even if the Applicant intends to protest the fee. If the Applicant prevails in the protest, that portion of the fee deemed invalid by the protest shall be refunded to the Applicant.

Owner and Applicant understand and agree that nonpayment of processing fees pursuant to the City's Fee Resolutions may, at the sole and exclusive discretion of the Planning Director, result in temporary or permanent cessation of processing of the application. All amounts due and payable prior to scheduling of the public hearing for the Applicant(s) shall be paid prior to the City scheduling the application for public hearing. Following completion of processing, the City will require that any and all outstanding amounts due be paid and will withhold issuance of further plan checks, entitlements, permits, certificates of occupancy, etc. until all required processing fees have been paid in full.

In any legal action arising, directly or indirectly, out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses including costs and attorneys' fees.

To the extent allowable by law, Owner agrees to hold City harmless from costs and expenses, including attorneys' fees, incurred by City or held to be the liability of City in connection with City's defense of its actions in any proceeding brought in any State or Federal court challenging the City's actions with respect to the project. Owner understands and acknowledges that City is under no obligation to defend any legal actions challenging the City's actions with respect to the project.

The undersigned Owner/Authorized Agent hereby represents that he/she either personally owns the subject property or is a duly authorized agent of the Owner with full authority to execute this Agreement on behalf of Owner. Applicant agrees to be jointly and severally liable with Owner for payment of all fees due under the City's Fee Resolutions.

Project Description: _____

Invoices are due and payable within thirty (30) days. Interests will be charged on all delinquent amounts at the rate of ten percent (10%) per annum. Owner agrees that delinquent amount shall constitute a lien on the subject property and expressly consent to recordation of a notice of lien and/or copy of this Agreement against the subject property with respect to any amounts which are delinquent for thirty (30) days or more.

Name of Property Owner: _____ (please print)

Title: _____ Telephone: _____

Address: _____

Date: _____
Signature of Property Owner

Or

Date _____
Signature of Applicant (if different from Owner)

Date: _____
Signature of Planning Director (or designee)

FOR CITY USE ONLY:

Name of Applicant: _____ Date: _____

Name of Property Owner: _____

Address of Project: _____ File No. _____

Type of Application: _____ By: _____

Fee Deposits: \$ _____ Receipt No. and Date: _____