



PLANNING DEPARTMENT

COST RECOVERY BASED FEES CONTRACT

There are two types of fees for entitlements a flat rate or a deposit plus staff time and materials (Cost Recovery). The Cost Recovery Based Fee System is for certain entitlements which require a public hearing or are in general more complex to process. These applications require a deposit and a completed Agreement for Payment Form. A cost recovery application means that the applicant will be billed for the full cost of processing the application based on staff time and materials over and above the amount of the deposit. Staff's hourly rates shall be determined by annual regular work order rates established by the City of Los Banos Finance Department for the given fiscal year(s) in which the application is processed. For applications requesting multiple entitlements, the deposit shall be the sum of the individual application fees and/or deposits.

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**Agreement for Payment of Full Cost Based Recovery Fees for
Application Processing**

(Not required for flat fee applications; contact Planning Department or consult adopted fee schedule if you have questions.)

1. Applicant Agree(s) to *[Print names of Property Owner (or Authorized Agent) and Applicant (if different from Owner)]*

2. Pay to the City of Los Banos all reimbursable costs, both direct and indirect, including State-mandated costs, associated with review and processing of the accompanying application for land use approval(s) with respect to the subject property or project located at *[Location, Address or Assessors Parcel Numbers(s)]*

3. Even if the application is withdrawn and/or not approved. Reimbursable costs include but are not limited to all items within the scope of the City/s adopted Cost Recovery Program, (Resolution 4026) as well as the cost of retaining professional and technical consultant services (may require separate reimbursement agreement) and any services necessary to perform functions related to review and processing of the applications and monitoring of the work. Owner and Applicant understand that one or more deposits will be required to be paid by Owner and/or Applicant to cover the costs noted above at such time(s) and of such amounts as requested by the Planning Director and /or Planning Manager or designee. City agrees to review and process the application in a timely manner in accordance with this Agreement and all applicable laws, regulations, ordinances, standards and policies. This agreement applies to all subsequent applications related to the project.

4. Owner and Applicant understand and agree that nonpayment of processing and inspection fees pursuant to the City's Cost Recovery Program may, at the sole and exclusive discretion of the Planning Director and/or Planning Manager, result in temporary or permanent cessation of processing of the application and, after notice, may result in the denial of the application.. Prior to completion of processing of any phase of the project, any and all outstanding amounts due pursuant to this agreement shall be paid. The Planning Department will withhold issuance of further plan checks, entitlements, permits, certificates of occupancy, etc. until all required fees have been paid in full.

5. The Applicant agrees that questions regarding specific charges for processing, monitoring, and related services that may be questionable, lack sufficient documentation and/or that may be incorrect must be brought to the City's attention in writing no later than 15 days following receipt of invoice and corresponding documentation.

6. Failure to comply with the aforementioned procedure within the specific time indicated may, if research of billing information is requested, result in additional charges for clerical time spent and will be billed at our cost recovery rate. Please note that with the exception of documented disputed amounts, finance charges will be assessed at the rate of 10% per annum or .8334% per month on all past due amounts.

7. As part of this application, the Applicant agrees to defend, indemnify, release and hold harmless the City, its agents, offices, attorneys, employees, boards and

commissions from an claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the Applicant, third parties and/or the indemnities, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the indemnities.

8. Nothing in this agreement shall prohibit the City from participating in the defense of any claim, action or proceeding. In the event that the Applicant is required to defend the indemnities in connection with any said claim, action or proceeding, the City shall retain the right to (i) approve the counsel to so defend the indemnities, (ii) approve all significant decisions concerning the matter in which the defense is conducted, and (iii) approve any and all settlements, which approvals shall not be unreasonably withheld by the City.

9. The City shall also have the right not to participate in said defense, except that the City agrees to cooperate with the Applicant in the defense of said claim, action or proceeding. If the City chooses to have counsel of its own defend any claim, action or proceeding where the Applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City.

10. 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.

11. Applicant agrees to be jointly and severally liable with Owner for payment of all fees referenced above. Applicant agrees to notify City in writing prior to any change in ownership and to submit a written assumption of the obligations under this agreement signed by the new owner or his/her authorized agent.

Project

Description:

12. Invoices are due and payable within ten (10) days. A penalty will be charged on delinquent accounts at the rate of .8334% per month or 10% per annum. Owner agrees that delinquent amounts shall constitute a lien on the subject property and expressly consents 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.

Name of Property Owner: _____

Title: _____

Address: _____

Telephone: _____

Signature of Property Owner/Applicant

Date:

or

***Signature of Authorized Agent/Written Verification
Signed by Property Owners Must Be Submitted
Designating the Authorized Agent***

Date:

and

Signature of Applicant (if different from Owner)

Date:

Signature of Staff Member Verifying Agreement Complete

Date:

PLANNING FEES

Annexation Review	\$1,000.00	deposit
Annexation Processing	\$1,000.00	deposit + 100. per acre/plus cost from other agencies (LAFCO, State, etc.)
* General Plan Amendment	\$1,000.00	deposit
Zone Change/Pre-Zone	\$ 750.00	deposit
* Ordinance Amendment (text)	\$ 750.00	deposit
Site Plan Review	\$ 650.00	deposit
Use Permit	\$ 550.00	deposit
Variance	\$ 500.00	deposit
* Administrative Permit (FFA/4H/Sidewalk Sale)	\$ 25.00	fee
* Administrative Permit - other	\$ 250.00	deposit
* Master Sign Plan	\$ 50.00	fee
* Sign Review	\$ 25.00	fee
* Appeals (Applicant Only)	\$ 150.00	deposit
* Time Extension	\$ 200.00	fee
Tentative Subdivision Map	\$2,000.00	deposit
* Revised Tentative Map	\$ 750.00	deposit
Final Subdivision Map	\$1,000.00	deposit
* Revised Final Map	\$ 500.00	deposit
Minor Subdivision/Parcel Map	\$ 350.00	deposit
Lot Line Adjustment/Parcel Merger	\$ 250.00	deposit
Map Engineering, Review and Inspection	\$ 5% of Final Cost Estimate (including contingency)	
Planned Development	\$1,000.00	deposit
* Development Agreement	\$1,000.00	deposit
* Revision	\$ 500.00	deposit
* Reimbursement Agreement	\$ 750.00	deposit
Environmental Review/Category Exempt	\$ 100.00	fee
Neg Dec/Initial Study	\$ 250.00	fee or Cost plus 20%
Environmental Impact Report	\$	Cost plus 20%

FOR CITY USE ONLY:	
Name of Applicant:	
Name of Property Owner:	
Address of Project:	
File No.	
Type of Application:	
Fee Deposit: \$ _____	Receipt No: _____
Staff Member: _____	Date: _____