



DISCRETIONARY PROJECT REIMBURSEMENT AGREEMENT

City of Sand City
1 Sylvan Park, Sand City, CA 93955
www.sandcityca.org

Project Title: _____

Project Location: _____

Project Site's Assessor Parcel Number(s): _____

Date of Application & Reimbursement Agreement Submission: _____

I, _____, the undersigned, hereby authorize the City of Sand City (hereinafter "City") to process my application for the project referenced above, in accordance with the Sand City Municipal Code. Payment of the application fees stated on the City's Planning Department Fee Schedule, applicable to my application, are for basic City in-house staff and material expenditures, and does not cover outside consultant expenses the City may and/or will incur in the processing of my application. Therefore, in addition to the planning fees paid, I am depositing \$_____ towards actual City consultant(s) time and materials involved with the review and processing of my application. In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. Actual costs for consultant time are based on hourly rates and materials. I also understand that it is my obligation to reimburse these costs even if the application is withdrawn or not approved.

I understand and agree to the following terms and conditions of this Reimbursement Agreement:

1. I acknowledge that the City may and/or will incur expenses in the processing of my application in excess of the flat rate fee amount paid with my application submission; and that I, as the Applicant, am responsible for reimbursing the City for consultant(s) time and material expenses incurred by the City. I will be billed for consultant time and materials spent in the processing of my application. Consultant time spent processing my Application request will be billed against the available deposit. "Consultant time" includes, but is not limited to, time spent reviewing application materials; conducting site visits; responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors, and interested parties; attendance and participation at meetings and public hearings; and preparation of technical documents and documentation, staff reports and other correspondence.

2. If processing costs exceed the available deposit, I will receive periodic invoices payable upon receipt.

Please initial to show you have read and understand Condition No. 2. _____

3. If the final City expense is less than the available deposit fee, the unused portion of the available deposit will be refunded to me.

4. If the final City expense is more than the available deposit fee, I shall pay the outstanding difference according to the terms set by the City.
5. If I fail to pay any invoice within thirty (30) days of the billing, the City may either stop processing my application(s); or after conducting a hearing, deny my Application request altogether. If I fail to pay any invoice after my application is granted, I understand that my permit is subject to revocation. Any work on any subsequent or concurrent permit application(s) will cease until all unpaid bills are paid in full.
6. Payment of an invoice is due and payable within thirty (30) days of billing as stated on that invoice. Invoices unpaid after thirty (30) days will incur a two percent (2%) late fee penalty, compounded monthly.
7. For the purposes of this Reimbursement Agreement, "Consultant(s)" shall refer to any professional assistance obtained by the City on a contract basis, outside the City's employee pool, to review and process my application(s). This includes, but not limited to, environmental, biological, engineering, traffic circulation, legal, and/or other professional field related to and required for the review my application.
8. I hereby acknowledge that the fee(s) paid, as listed on the Planning Department Fee Schedule and applied to my project, shall, in part, be used to cover the City's expense for placing one (1) legal advertisement (if one is required) in a newspaper of general circulation as required by State law and/or local ordinance. Any additional notice publication and/or mailing performed by the City in regards to my application shall be at the Applicant's expense and fully reimbursable to the City in accordance with the terms of this Reimbursement Agreement.
9. I may, in writing, request a further breakdown or itemization of invoices, but such a request is independent of the payment obligation and time frames established by the City for these payments.
10. I agree to pay all costs related to permit condition compliance as specified in any conditions of approval for my permit/entitlement as granted by the City.
11. CALIFORNIA FISH AND WILDLIFE FEES for discretionary permits and legislative amendments: Upon environmental document certification or approval and/or project approval by the City, if any, I agree to pay the established Monterey County Clerk Recorder Environmental Document filing fee(s). I further understand that the California Department of Fish and Wildlife imposes a fee on California Environmental Quality Act determinations for which impacts on biological resources are identified and for which a "no effect" determination has not been received, in accordance with Fish and Game Code Section 711.4. I understand that I must pay all fees as required by Section 711.4 of the Fish and Game Code, plus any County Clerk fees. Should these fees be required, I agree to remit a cashier's check or money order to the City in the required amount, payable to the "City of Sand City" or "County Clerk of Monterey". I acknowledge that failure to provide this check or money order will delay the issuance of land use entitlements and/or the

recording/filing of required documents with the County Clerk and/or the California Department of Fish and Wildlife.

ACCEPTANCE OF REIMBURSEMENT AGREEMENT TERMS

Signature of Reimbursement Agreement Acceptance

Date of Signature

Print Name & Title

Project Title & Location:

Contact Information:

Name of Property Owner or Corporate Principal (please print):

Name of Company or Corporation (if applicable):

Mailing Address of Property Owner or Corporation/Company:

(If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation)

Driver's License Number:

Contact Phone Number:

Contact E-Mail Address (if any):

ATTENTION – The property owner (or Corporate principal) will be held responsible for all charges.