

CITY OF PACIFICA

Agreement for Reimbursement of City Costs

Project Name: _____

Project Location: _____

Initial Deposit Receipt No.: _____ **Date:** _____ **Amount:** _____

I, _____, as the applicant for the above-referenced application, hereby authorize the City of Pacifica to process the above-described application in accordance with the City fee schedule in effect at the time fees are charged. I understand and agree that the City operates on a deposit system. The initial deposit required for this application is \$ _____ based on the estimated staff, consultant and City Attorney time and expenses required to process this application. I further understand that the initial deposit may not be sufficient to cover the time and expenses associated with processing the application, and I agree to make one or more additional deposits as required if the initial deposit is not sufficient to cover costs.

Application processing includes all aspects of project review including review for completeness and conformity with City codes and policies, review by the City arborist, traffic engineer, surveyor, attorney, and other experts and consultants, as needed, including outside legal counsel. Processing costs also include preparation of staff reports, environmental review documents, and public notices, participation in public meetings related to the project, responding to inquiries from applicants and the public, review of any appeals, review of construction drawings for compliance with planning conditions of approval, final planning inspection and all other activities that staff determines are necessary to ensure compliance with applicable law, and City codes and policies.

I understand that the City has the sole discretion to determine which persons it hires as employees and contractors for the review and processing of the above-referenced application, to select which of its employees and contractors are assigned to work on the application, and to direct their work, evaluate their performance, and terminate their employment, at any time. I further understand that the City has the sole discretion to determine the amount and manner of compensation to be paid to its employees and contractors.

I will be notified if staff determines that additional funds will be required to continue processing the application. I agree to provide the additional funds within 30 days of the date of the notice. I hereby request the City to withdraw my project from application review and further consideration or, in the City's sole discretion, to deny this application if I fail to provide the additional required funds within 30 days of the date of the notice. I understand and agree that such withdrawal is irrevocable and any withdrawal or denial is final and that any further consideration of a proposed development project on the property that is the subject of the application referenced above will require filing a new application. I further

understand that at no time will the City be responsible for carrying any costs incurred in the review and processing of the above-referenced application.

Any funds not used will be returned to me by the City within 60 days of a final building inspection approval, which occurs at the end of construction. If the application is denied, unused funds will be returned within 60 days of a final decision. If no construction is involved in the application, funds will be returned within 60 days of a final decision on this application. The final decision typically occurs at the end of the appeal period after application denial or a determination by the approving authority that final plans are in conformance with all applicable City regulations and earlier project approvals. I understand and agree that the deposit will be maintained in a non-interest bearing deposit fund and no interest will be earned or paid on unused funds.

I agree to send all requests to the City, in writing, to the following address:

Planning Director
City of Pacifica
Planning Department
1800 Francisco Boulevard
Pacifica, CA 94044

All reports and notices concerning this deposit should be sent to me at the following address:

Telephone: _____

E-mail: _____

I hereby agree to the terms of this reimbursement agreement. If I am not the owner of the property referenced in this application I have included documentation from the owner that I am authorized to agree on my own behalf and on behalf of the owner to the terms of this agreement.

Date: _____ Signature: _____

Printed Name: _____