



CITY OF FILLMORE
 CENTRAL PARK PLAZA
 250 Central Avenue
 Fillmore, California 93015-1907
 (805) 524-3701 • FAX (805) 524-7058

Discretionary Project Reimbursement Agreement

Check all that apply:

- | | | |
|---|--|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Interpretation | <input type="checkbox"/> Time Extension |
| <input type="checkbox"/> Appeal | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Tract Map - Final |
| <input type="checkbox"/> Certificate of Compliance | <input type="checkbox"/> Lot Merger | <input type="checkbox"/> Tract Map – Tentative |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Modification | <input type="checkbox"/> Tract Map - Vesting |
| <input type="checkbox"/> Conditional Use Permit (Admin) | <input type="checkbox"/> Modification (Admin) | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Continuance | <input type="checkbox"/> Parcel Map - Final | <input type="checkbox"/> Variance (Minor) |
| <input type="checkbox"/> Density Bonus | <input type="checkbox"/> Parcel Map - Tentative | <input type="checkbox"/> Zoning Map Amendment |
| <input type="checkbox"/> Development Permit | <input type="checkbox"/> Sign Program | |
| <input type="checkbox"/> Development Permit (Admin) | <input type="checkbox"/> Specific Plan | |
| <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Specific Plan Amendment | |
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Other: _____ | |

PROJECT No: _____

I, _____, the undersigned, hereby request the City of Fillmore to process the above referenced permit and agree to pay all fees required in connection with such project in accordance with the City of Fillmore’s adopted fee schedule. I understand and agree to the following terms and conditions of this Reimbursement Agreement.

I am depositing \$_____ as an initial deposit to pay for City staff and consultant review, coordination, and processing for this permit. In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs and that I am responsible for the payment of all of the costs incurred by the City in connection with the permit. I also understand that these costs apply even if the application is withdrawn or not approved. If the initial deposit is insufficient, which determination shall be based on the actual costs and expenses generated in preparation and review of the permit, I agree to pay City a lump sum deposit in the amount estimated by City to be sufficient to cover the excess as a supplemental deposit as soon as possible and no later than 15 days from receipt of a request from the City. Work on the permit may be suspended until the supplemental deposit is made to City. I understand that more than one supplemental deposit may be required.

Time spent by City employees and consultants to process my request will be billed against the available deposit. “Staff time” includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone, email, or correspondence to inquiries from the applicant, the applicant’s representatives, neighbors, interested parties, attendance and participation at meetings and public hearings, and preparation of staff reports, resolutions, conditions of approval, consultant agreements and other work.

If the final cost is less than the available deposit fee, the unused portion of the available deposit, including any retention, will be refunded to me.

If I fail to pay any invoices/supplemental deposits after my application is granted, I understand that my permit is subject to revocation and that any work on any subsequent or concurrent permit applications will cease until all unpaid fees are paid in full. Fees are due and payable within 15 days of billing. Invoices unpaid after 15 days will incur a 2 percent late fee, compounded monthly.

The City may refer any technical reports, application documents, plans, maps, etc. submitted as part of my application to a City contracted consultant(s) for review. Should this occur, I will pay the cost of the consultant(s) review. This fee may vary depending on the size of the development and complexity of the development. Selection of any consultants will be at the sole discretion of the Planning Director. This fee is not related to the above deposit fee and shall be paid as a supplemental deposit.

I agree to pay the City the cost of placing a legal advertisement (if one is required) in a newspaper or general circulation as required by state law and City ordinance.

Upon project approval, if applicable, I agree to pay the established County Clerk Recorder Environmental Document filing fees. This may also include fees required by the Fish and Game Code.

I agree to pay all costs related to plan-checking and permit condition compliance as specified as specified in any conditions of approval for my permit/entitlement.

If either the City or I am required to initiate or defend or make a party to any action or proceeding in any way connected with this Reimbursement Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

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

Driver's license Number: _____

Phone Number: _____

Mailing Address of the Property Owner or Corporation/Company *(If a Corporation, please attach a list of the names and titles of Corporation offices authorized to act on behalf of the Corporation):*

Signature: _____ Date: _____