



PROCESSING AGREEMENT

Agreement for Payment of Costs of Development Application Processing

FOR CITY USE ONLY

Application or Permit #: _____
Project Name: _____
Address of Project: _____
Issue Date: _____
Finance Control #: _____

TO BE COMPLETED BY APPLICANT:

This Agreement is by and between the City of Citrus Heights, hereafter "City," and _____, hereafter "Applicant."

Project Description (the "Project"): A development project, including, but not limited to the following: _____

I. PROPERTY INFORMATION:

Property Location: _____

Interest of Applicant (e.g.; owner, tenant, lessee, optionee): _____

II. APPLICANT INFORMATION:

Applicant Name: _____

Phone No.: _____

Firm Name: _____

Email Address: _____

Address: _____

III. BILLING INFORMATION:

Statements, requests for deposits or refunds shall be directed to Applicant identified in Section II above unless stated otherwise below:

Name: _____

Phone No.: _____

Firm Name: _____

Email Address: _____

Address: _____

I understand that my **initial deposit is a retainer and not a fee**. Each application requires a deposit. The total deposit amount is the sum of the deposits for each type of application requested. The deposit amount for each application type reflects the average amount of time spent to process a standard application of that type; the deposit neither reflects the individual aspects of a project that may extend the processing time nor is the deposit amount intended as a cap. **This deposit will set up an account, which shall be charged at the current hourly rate for all staff processing time.**

Further, I understand that **at the time that costs exceed the deposit amount, I will be billed monthly at the current hourly rate for the additional charges**. If the final costs are less than the deposit amount, the unused portion of the deposit will be returned to me at the conclusion of the process. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted for billing information. No refunds shall occur until a 90-day period has passed without processing costs. I must notify the City at least 30 days in advance of any project / entitlement transfers (e.g. change in ownership, etc.) and any changes to the applicant / owner / billing contact information.

Further, I understand that staff processing time may include, but is not limited to:

Initial review and ongoing processing by Planning, Building, Engineering, Police and the City Attorney's Office, including but not limited to:

- Reviewing plans / submittal packages
- Routing plans to and communicating with inter-office departments and outside agencies
- Researching documents relative to site history
- Site visits
- Consulting with applicant and/or other interested parties
- Preparing environmental documents
- Drafting of staff reports and resolutions
- Preparing pertinent maps, graphs and exhibits
- Preparing agendas, attending meetings including hearings before the Planning Commission/City Council

Applicant agrees to hold harmless City and its officials, officers, employees and agents for all costs and expenses, including attorney's fees, incurred by City or held to be the liability of the 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 Applicant's Project.

This Agreement shall be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.

CITY OF CITRUS HEIGHTS:

By: _____ Date: _____

APPLICANT:

By: _____ Date: _____

Print Name and Title

Print Name and Title