



COST RECOVERY FORM

This form will be processed as part of development applications. This form is not required for flat fee applications. No fee is required for this form.

Purpose: This form is for the agreement of payment of full cost recovery fees for application processing and inspection services.

The Applicant/Authorized Agent is required to sign this document. In the event that the Property Owner is the Applicant, the Property Owner is required to sign this document.

I / We, New Cingular Wireless PCS LLC d/b/a AT&T Mobility c/o Complete Wireless (Property Owner name), or authorized agent agree to pay to the City of Petaluma 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:

849 Keokuk Street (APN 006-021-035) (Location, Address, or Assessor’s Parcel Numbers),

even if the application is withdrawn and/or not approved.

Brief Project Description:

Applicant proposes to add a Small Cell telecommunications facility on the lower roof of St. Vincent de Paul HS. Applicant will bear all costs associated with the project.

Reimbursable Costs and Deposits

Reimbursable costs include, but are not limited to, all items within the scope of the City’s adopted Cost Recovery Program, (Resolution No. 2004-028 N.C.S.) as well as the cost of retaining professional and technical consultant services and any services necessary to perform functions related to review and processing of the applications and monitoring of the work.

Property owner and agent understand that one or more deposits will be required to be paid by property owner and/or agent to cover the costs noted above at such time(s) and of such amounts as requested by the Planning Manager or designee.

City’s Responsibility

The 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.

Charges and Outstanding Payments

The applicant understands and agrees 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 Manager, result in temporary or permanent cessation of processing of the application or inspection of the work and, after notice, may result in the denial of the application and/or order to cease work.

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 Division will withhold issuance of further plan checks, entitlements, permits, certificates of occupancy, etc. until all required fees have been paid in full.

The applicant agree that questions regarding specific charges for processing, monitoring, inspection and related services that may be questionable, lack sufficient documentation and/or may be incorrect must be brought to the City's attention no later than 30 days following receipt of invoice and corresponding documentation.

Invoices are due and payable within ten (10) days. A penalty will be charged on delinquent accounts at the rate of 1% per month or 12% per annum. Applicant 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.

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.

Legal matters

In any legal action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including costs and attorneys fees.

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 any 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 indemnitees, 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 indemnitees.

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 indemnitees in connection with any said claim, action or proceeding, the City shall retain the right to (i) approve the counsel to so defend the indemnitees, (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.

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.

City of Petaluma Planning Division

11 English Street, Petaluma, CA 94952

Hours: 8 am – 5 pm

Monday through Thursday. Closed Friday

T: (707) 778-4470

For faster responses, please e-mail us at:

petalumaplanning@cityofpetaluma.org

URL: <https://cityofpetaluma.org/departments/planning/>

The Applicant also agrees to so indemnify the indemnitees for all costs incurred in additional investigation or study, or for supplementing, redrafting, revision or amending any document (e.g., the EIR, Specific Plan Amendment, Specific Plan, General Plan Amendment, Rezone, etc.) if such is made necessary by the claim, action or proceeding and if the Applicant desires approvals from the City which are conditioned on the approval of said documents.

Acknowledgements required:

The undersigned **Property Owner/Applicant or Authorized Agent** hereby represents that he/she either:

- Personally owns the subject property; or,
- Is an entity authorized to install and maintain facilities for provision of utility, telecommunications, video, voice or data transmission service in the public street right of way; or,
- Is a duly authorized agent of the property owner with full authority to execute this Agreement on behalf of property owner.

Applicant agrees to be jointly and severally liable with property 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.

Would you like to receive invoices electronically instead of in the mail?

- Electronically In the mail

If the deposit is not exhausted, we will issue a refund to:

- Property Owner Authorized Agent

I / We have read and agree to all of the above.

Signature of Property Owner or Authorized Agent

7/22/21

Date