



CITY OF COMMERCE

2535 Commerce Way | Commerce, CA 90040 | 323-722-4805

PROJECT REIMBURSEMENT AGREEMENT

PROJECT NO. _____

I, _____, the undersigned, hereby authorize the City of Commerce to initiate application review and on-going compliance review in accordance with the City of Commerce Municipal Code. I am depositing \$_____ to pay for City staff review, coordination and processing costs related to my permit request based on actual staff time expended. In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total costs. Actual costs for staff time are based on hourly rates.

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

1. All City staff time spent processing my permit request will be billed against the deposit. Staff time includes, but is not limited to, time spent reviewing permit applications, files and exhibits, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors, interested parties and complainants, inspections, attendance and participation at meetings, and preparation of notices or other correspondence, and all staff and consultant time spent in preparation and negotiation of a Development Agreement.
2. If costs exceed the initial deposit, I will receive periodic invoices or deposit requests, payable upon receipt.

3. If the final cost is more than the deposit fee, I agree to pay the difference according to the terms set by the City.
4. If I fail to pay any invoices or deposit requests, I understand that my existing land use permit or Development Agreement is subject to revocation. In addition, **work on any subsequent or concurrent permit applications will cease until all unpaid fees are paid in full.**
5. Fees are due and payable within 30 days of billing. Invoices unpaid after thirty (30) days will incur a 2% late fee, monthly.
6. If I disagree with the charges itemized on my statement, I agree to submit a written request before the disputed fee is due for a review of the specific charges in dispute, to the City Administrator or his designee. The written request must include supporting documentation, when applicable. I understand that such a request is independent of the payment obligation and payment time frames.
7. I agree to pay all costs related to permit condition compliance review as specified in any conditions of approval for my permit/entitlement.
8. I agree to pay the City of Commerce the cost of placing a legal advertisement (if one is required) in a newspaper of general circulation as required by state law and local ordinance.
9. Upon project approval, if any, I agree to pay the established County Clerk Recorder Environmental Document filing fees, if applicable.
10. If I withdraw my project, I understand that the City will refund all remaining deposit funds, after all charges have been resolved, within 180 days of my written application withdrawal request. I understand that I can withdraw my project application at any time, in accordance with the City's application withdrawal policies. I accept that only the refundable, positive balance will be returned in the form of a check and mail to the address listed on my project application form.

The City does not warrant or guarantee the legality of the process or approval of a development agreement or regulatory permit. Applicant, for himself or herself and his or her representatives, hereby waives any demand and releases any present or future claims, known or unknown, against the City Council, the City, its employees or its

consultants for damages, reimbursement or disgorgement of fees based on the legality or illegality of the process, rejection or denial of the Application or non-approval of a development agreement or regulatory permit. Applicant expressly waives the provisions contained in Civil Code Section 1542 which reads:

CIVIL CODE SECTION. 1542.

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

NAME OF PROPERTY OWNER

DRIVER'S LICENSE NUMBER

MAILING ADDRESS OF PROPERTY OWNER

PHONE NUMBER

E-MAIL

PROPERTY OWNER SIGNATURE _____

DATE

NAME OF APPLICANT OR PRIMARY CONTACT, IF APPLICANT IS A BUSINESS

DRIVER'S LICENSE NUMBER

MAILING ADDRESS

PHONE NUMBER

E-MAIL

PERMIT APPLICANT'S SIGNATURE _____

DATE