

RESOLUTION NO. 2012- 48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING A REIMBURSEMENT AGREEMENT BETWEEN
CITY OF ROHNERT PARK AND
BANEY CORPORATION DBA OXFORD SUITES AND INNS**

WHEREAS, the City of Rohnert Park ("City") has received a request for a Conditional Use Permit and a Development Area Plan for the North Village of the Wilfred Dowdell Specific Plan;

WHEREAS, the North Village of the Wilfred Dowdell Specific Plan includes the Oxford Hotel and Suites and McDonald's Restaurant Project; and

WHEREAS, Baney Corporation dba Oxford Suites and Inns has agreed to fund the City's efforts in processing their application, including future documents and legal costs as may be required for project approval.

NOW THEREFORE BE IT RESOLVED by the City Council that the City Manager is hereby authorized and directed to execute a Reimbursement Agreement with Baney Corporation in a form substantially similar to that attached, for and on behalf of the City, including authorization for staff to make minor adjustments to this agreement with City Attorney review and approval.

DULY AND REGULARLY ADOPTED on this 22nd day of May, 2012, by the City Council of the City of Rohnert Park.



CITY OF ROHNERT PARK

Mayor

ATTEST:

Carrie Willis
Interim Deputy City Clerk

AHANOTU: AYE BELFORTE: AYE CALLINAN: AYE STAFFORD: AYE MACKENZIE: AYE
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2012, by and among the CITY OF ROHNERT PARK ("City"), a municipal corporation, and BANEY CORPORATION ("Developer"), an Oregon corporation.

RECITALS

- A. Developer has submitted or plans to submit an application for development of Oxford Suites Hotel and McDonald's Restaurant ("Proposed Project") in Rohnert Park, California. Development of the Proposed Project requires or contemplates the following approvals, documents and processing activities (collectively, "Project Approvals"):
- (1) Preparation and adoption of Development Area Plan;
 - (2) Approval of permits or waivers from U.S. Army Corps of Engineers, North Coast Regional Water Quality Control Board, California Department of Fish and Game;
 - (3) Tentative Map, Final Map, Parcel Map, lot line merger and/or adjustment, as needed to create developable parcels;
 - (4) Recordation of easements/dedications for widening streets and installation of utilities;
 - (5) Reciprocal access between Home Depot and Village North;
 - (6) Site specific Hydrology and Drainage study, NPDES General Permit for Stormwater Runoff, and approval of storm drainage plans by the Sonoma County Water Agency and the City of Rohnert Park;
 - (7) Site Plan and Architectural Review;
 - (8) Grading permits, building permits, transportation permit from appropriate agencies (e.g. Caltrans, Sonoma County Public Works Department, City) for approval of a construction haul route;
 - (9) Mitigation monitoring program;
 - (10) Real estate transaction agreement;
 - (11) Fee credit reimbursement agreement;
 - (12) Any other approvals, documents, or processing reasonably necessary to develop the Proposed Project.
- B. Prior to the execution of this Agreement, City and Developer had an Informal Reimbursement Agreement ("IRA") pursuant to which City has been processing the Proposed Project and billing Developer for costs incurred therewith. Pursuant to the IRA, Developer has previously deposited

with City \$96,833.12 to serve as a deposit for City's costs incurred in processing the Proposed Project. As of April 30, 2012, the City has incurred \$73,896.62 in such costs. As of April 30, 2012, Developer has a balance of \$22,936.50 remaining, pursuant to the IRA. The City has made a good faith estimate to summarize all such fees and costs in the exhibit attached to this Agreement as ATTACHMENT A.

- C. Continued processing of the Proposed Project and processing of the Project Approvals will require City to incur various costs and expenses including staff processing, consultant costs, and legal fees and costs.
- D. In order to facilitate processing of the Project, Developer desires to reimburse City for all of its costs in connection with the Project Approvals, including but not limited to: legal fees, staff time and consultant costs incurred in connection with the Project Approvals; costs unbilled and unreimbursed by developer in connection with Project Approvals covered by this Reimbursement Agreement; and any litigation costs incurred as a result of the processing of the Proposed Project, approval of any Project permits, real estate transaction agreement or fee credit reimbursement agreement.

AGREEMENT

In consideration of the foregoing recitals and for other good and valuable consideration, the parties hereby agree as follows:

- 1. **Purpose of Agreement.** The purpose of this Agreement is to provide for payment by Developer of all legal, staff and consultant costs directly or indirectly incurred by City in connection with the Project, including legal defense costs, if any. Additionally, the purpose of this Agreement is to bring current all outstanding amounts subject to reimbursement.
- 2. **Developer Reimbursement Obligation.** Developer shall reimburse City for the following costs (collectively, "Eligible Costs") incurred in connection with the Project (including any and all staff and or legal costs incurred following approval of the Proposed Project to process the project to completion):
 - a. City staff time, processing costs, consultant costs (including, but not limited to, wetlands specialists, biologists, landscape architects and other consultants required to review plans and/or designs, mitigation monitoring compliance, permitting as may be required but not limited to outside agencies and districts) and legal fees associated with processing all Project applications, implementing any Project Approvals, including legal fees and costs incurred in connection with the legal defense of any Project Approvals;
 - b. legal fees and costs payable to City's counsel in connection with the negotiation, drafting, implementation and defense of the proposed real estate transaction agreement and fee credit reimbursement agreement;

- c. a 7% administrative fee charged on costs of outside consultants and legal services which are included in subsections a and b above;
- d. fees and costs which, as of April 30, 2012, City has incurred but which have either not yet been billed for reimbursement or which have not yet been reimbursed to the City. The City has made a good faith estimate to summarize all such fees and costs in the exhibit attached to this Agreement as ATTACHMENT A. The parties acknowledge that the figures on ATTACHMENT A constitute the City's good faith effort to summarize all such fees and costs, and Developer agrees that fees or costs which have inadvertently been omitted from ATTACHMENT A, and are subsequently submitted to Developer, shall be construed as Eligible Costs pursuant to this subsection d; and
- e. fees and costs incurred by City between the period of April 30, 2012, and the effective date of this Agreement. The parties acknowledge that: (i) to the extent such fees and costs exist, they have been incurred in connection with the processing of Project Approvals covered by this Reimbursement Agreement; (ii) City has not yet billed Developer for fees or costs incurred during such period, but Developer's reimbursement of such fees and costs is anticipated; and (iii) as of the effective date of this Agreement, the total amount of such fees and costs has not yet been precisely determined. The parties agree to cooperate in good faith to determine the precise amount of such fees and costs, to coordinate City's billing of such fees and costs, and to coordinate Developer's reimbursement of all such fees and costs.

Eligible Costs as defined in this Reimbursement Agreement do not include City staff time, processing costs, third party costs and legal fees which are already collected through the imposition of service fees, state pass-through fees, development impact fees and specific plan/planned development reimbursement fees, such as those described in the development fee estimate worksheet attached as ATTACHMENT B (the "Development Fee Costs"). The intent of the Reimbursement Agreement is to provide for reimbursement of City costs that will not be collected as Development Fee Costs and City shall not seek reimbursement under this Reimbursement Agreement for any Development Fee Costs.

The parties agree and acknowledge that ATTACHMENT B is an estimated worksheet and that the City may enact and impose new or updated fees that are not included in the attached ATTACHMENT B.

3. **Payment of Eligible Costs.** City shall submit to Developer a copy of each invoice, bill, demand or other evidence ("Invoice") that the City has incurred Eligible Costs or other reasonable substantiation of such Eligible Costs. Each such Invoice of Eligible Costs shall be paid in full by Developer, without deduction or offset, within thirty (30) calendar days of the date of the Invoice. Developer covenants and agrees that failure to pay such Eligible Costs to City in full within thirty (30) calendar days of the date of such Invoice will result in a Late Charge in accordance with Section 4 of this Agreement, as well as in the cessation of processing the Proposed Project in accordance with

Section 9 of this Agreement. Developer further covenants and agrees that, if as a result of a failure to pay Invoice of Eligible Costs, City ceases processing the Proposed Project application in accordance with Section 9, Developer shall not directly or indirectly initiate any litigation against City or its employees, agents, or volunteers for the cessation or delay in processing such applications following such failure to pay.

4. **Late Charge.** Developer acknowledges that the late payment of any Eligible Costs will cause City to incur additional costs, including administration and collection costs and processing and accounting of expenses ("Delinquency Costs"). If City has not received payment of all Eligible Costs within thirty (30) calendar days of the date of the Invoice, the Invoice is considered overdue and Developer shall immediately be charged a late charge of five percent (5%) of the delinquent amount. The City is then authorized to pay such Late Charge from the Deposit along with the amount of the unpaid Invoice of Eligible Costs in accordance with Section 5. City and Developer recognize that the expenses that City shall suffer as a result of Developer's failure to make timely payments is difficult to ascertain and agree that said five percent (5%) late charge represents a reasonable estimate of the Delinquency Costs that would be incurred by City. City's acceptance of any such late charge does not equate with a waiver of Developer's default with respect to the overdue amount, or prevent City from exercising any rights and remedies available under this Agreement.
5. **Security Deposit.** Upon signature of this Agreement, Developer shall deposit with City the sum of Thirty Thousand Dollars (\$30,000) in cash or other immediately available funds ("Deposit"), as security for Developer's obligation to pay all Eligible Costs, as provided herein. The Deposit shall be subject to the following:
 - a. Developer agrees that if Developer does not pay when due the full amount of each Invoice of Eligible Costs as provided in Section 3 above, then the City is authorized to pay such amount from the Deposit, which may include a Late Charge in accordance with Section 4.
 - b. If the City withdraws from the Deposit, the City shall immediately notify the Developer in writing that it has used the Deposit to pay all or a portion of the bill, invoice, demand or other evidence of Eligible Costs, and the Developer shall thereafter have fourteen (14) calendar days to deposit with City, in cash, an amount necessary to restore the Deposit to its full amount of \$30,000. If the Developer fails to replenish the Deposit within said due date, City shall have no obligation to continue processing the Proposed Project or to incur any additional Eligible Costs.
 - c. If the amount of the unpaid Invoice of Eligible Costs and Late Charge exceeds the available funds in the Deposit, the City shall immediately notify the Developer in writing that it has used the Deposit to pay all or a portion of the bill, invoice, demand or other evidence of Eligible Costs, and the Developer shall have fourteen (14) calendar days to deposit with City, in cash, an amount necessary to restore the Deposit to its full amount of \$30,000, plus the full amount of the unpaid Invoice of Eligible Costs and applicable Late Charge. If the Developer fails to fully replenish the Deposit, pay the full Invoice of Eligible Costs and

applicable Late Charge within said due date, City shall have no obligation to continue processing the Proposed Project or to incur any additional Eligible Costs.

- d. Developer further covenants and agrees that, if as a result of reduction of the Deposit to zero dollars or failure to replenish, City ceases processing the Proposed Project application in accordance with Section 9, Developer shall not directly or indirectly initiate any litigation against City or its employees, agents, or volunteers for the failure to process or for delay in processing such applications following such reduction or failure to replenish.
 - e. If this Agreement is terminated as provided in Section 9 below, City shall return to Developer within ninety (90) calendar days following the effective date of termination that portion of the Deposit that has not been expended or committed by City as provided herein, if any, including interest.
6. **No Commitment as to Future Approvals.** Nothing in this Agreement shall be construed as a commitment to grant or issue any Project Approvals or any other preliminary or formal approvals in connection with the Proposed Project or to enter into the proposed agreements. Developer acknowledges and agrees that nothing in this Agreement limits City's discretion, in any manner, with respect to any aspect of the Proposed Project or the proposed real estate transaction and fee credit agreements. Developer agrees that it shall remain obligated to pay all Eligible Costs, regardless of whether any aspect of the Proposed Project is approved and regardless of whether City and Developer enter into the proposed agreements. Notwithstanding the aforementioned, City shall in good faith expeditiously and with all diligence process the Project Approvals.
7. **Indemnity.** Developer shall defend (with counsel approved by City, which approval shall not be unreasonably withheld), indemnify, and hold harmless the City, its officials, employees, volunteers and agents from and against any and all loss, liability, expenses, claims, costs (including reasonable attorneys fees), suits and damages of every kind nature, and description, directly or indirectly arising from any third party legal challenge to the Project Approvals, or the implementation of this Agreement. Developer may defend against any such third party legal challenge as a Real Party in Interest using counsel of Developer's choice, and Developer and City agree to cooperate in the joint defense of the Project Approvals or the implementation of this Agreement. Developer's indemnity obligations under this Section 7 shall survive the expiration or termination of this Agreement but cease in the event City denies the Proposed Project.
8. **Termination.** Developer may terminate this Agreement by providing thirty (30) calendar days written notice to City. If Developer is in default of any of its obligations under this Agreement and fails to cure such default within fourteen (14) calendar days following written notice from City, then City may terminate this Agreement by notice to Developer and, thereafter, City shall have no further obligation to process applications for the Proposed Project or to continue with negotiation and drafting of the proposed agreements. Developer shall be responsible for the payment of Eligible Costs incurred by City up to and including the date of termination regardless of which party terminates this agreement.

9. **Cessation of Processing.** Developer acknowledges and agrees that City may, in its sole discretion, cease processing the Proposed Project and all negotiations in connection with the proposed agreements, if
- a. this Agreement is terminated by either party following notice and expiration of any applicable cure periods as provided herein; or
 - b. failure to pay such Eligible Costs to City in full within thirty (30) calendar days of the date of such Invoice; or
 - c. the Deposit amount is reduced to zero and Developer fails to replenish the Deposit upon request by City.

Developer further covenants and agrees that if City ceases processing the Proposed Project applications for any of the foregoing reasons, Developer shall not directly or indirectly initiate any litigation against City or its employees, agents, or volunteer for the failure to process or for delay in processing such applications following such Agreement termination.

10. **Attorneys Fees.** If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.
11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.
12. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
13. **Severability.** If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.
14. **CEQA Processing.** Developer acknowledges and agrees that the City is the lead agency under CEQA, that the Wilfred/Dowdell Specific Plan EIR and Supplemental EIR must reflect City's independent judgment and that City retains full discretion with respect to all findings to be made in connection therewith.
15. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
16. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Sonoma, State of California.

17. **Notices.** Notices required by this Agreement shall be personally delivered, mailed, postage prepaid, or mailed via nationally recognized overnight courier as follows:

To the Developer:

Baney Corporation / Oxford Hotel Group
475 NE Bellevue Drive, Ste 210
Bend, OR 97701
Attn: Edmund Wadeson
Tel: (541) 749-1059
Fax: (541) 382-9461

To the City:

City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
Attn: City Manager
Tel: (707) 588-2226
Fax: (707)792-1876

with a copy to:

Burke, Williams & Sorensen, LLP
1901 Harrison Street, 9th Floor
Oakland, CA 94612
Attn: Michelle Marchetta Kenyon
Tel: (510) 273-8780
Fax: (510) 839-9104

Notices given by personal delivery shall be effective immediately. Notices given by overnight courier shall be effective upon the date of delivery. Notices given by mail shall be deemed to have been delivered five days after having been deposited in the United States mail. Any party may change its address for notice by written notice to the other party in the manner provided in this paragraph 17.

18. **Interpretation.** The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement is the product of negotiations among the parties, and it shall not be construed as if it had been prepared by one of the parties, but rather as if all of the parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

19. **Authority.** Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (iii) the party has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (iv) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.
20. **Counterparts.** This Agreement may be executed in counterparts.
21. **Assignment of Claims.** To the extent City determines that it may have Claims against any Project Consultant in connection with the Proposed Project, City may, upon written request by Developer, assign such Claims to Developer. As used herein, "Project Consultant" means any consultant, contractor, or other third party whose work product gives rise to any Eligible Cost or who is hired by City in connection with the Project Approvals; and "Claims" means any and all claims, potential claims, causes of action, and potential causes of action for breach of contract and/or professional negligence, regardless of whether such claims or causes of action accrue prior to or after the effective date of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY:

CITY OF ROHNERT PARK,
a municipal corporation

City Manager

APPROVED AS TO FORM:

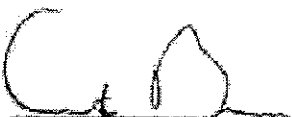
City Attorney

ATTEST:

City Clerk

DEVELOPER:

BANEY CORPORATION,
an Oregon corporation



Curt Baney, President

ATTACHMENT A

OXFORD SUITES & INNS - Site Plan & Architectural Review (PL2011-006SR/UP)

Expenses and deposits through 04/30/2012

SUMMARY	
	Amount
CONSULTANT SERVICES	\$9,577.89
CITY STAFF PROJECT TIME	\$64,318.73
CREDIT (Deposits / Payments)	(\$96,833.12)
Total Due / (Deposit Remaining)	(\$22,936.50)

This accounting includes services performed by City staff and consultant work performed, invoiced and paid by City.

EXPENSES

Consultant Services

Company/Organization	Invoice No.	Invoice Date	Date paid	Paid by Check No	Amount
W-Trans (supp. analysis & access study)	12657	4/29/11	5/11/11	199064	\$2,345.00
W-Trans (supp. analysis & access study)	12686	6/3/11	6/15/11	199739	\$1,375.00
W-Trans (supp. analysis & access study)	12748	7/5/11	7/20/11	200334	\$205.00
Burke, Williams & Sorensen, LLP	153119	1/18/12	2/29/12	204524	\$1,503.00
Burke, Williams & Sorensen, LLP	153129	1/18/12	2/29/12	204524	\$2,670.20
Burke, Williams & Sorensen, LLP	153804	2/13/12	2/29/12	204524	\$197.60
Burke, Williams & Sorensen, LLP	153793	2/13/12	2/29/12	204524	\$655.50
				Subtotal	\$8,951.30
				City administrative fee 7%	\$626.59
SUBTOTAL CONSULTING SUPPORT SERVICES					\$9,577.89

City Staff Services

Work performed	Period	Amount
Application intake	January 2011	\$69.63
Site plan submittal review, internal meetings	February 2011	\$3,660.89
Site plan submittal review, internal meetings	March 2011	\$1,113.67
Site plan submittal review, internal meetings	April 2011	\$830.84
Review supp traffic analysis & access study; draft report outline; roads	May 2011	\$944.05
Review supp traffic analysis & access study; roads & utilities	June 2011	\$3,407.85
Draft staff report, mitigation measures, COAs, EIR	July 2011	\$6,699.35
Conditions of approval, fee estimate, access issues	August 2011	\$3,714.00
Conditions of approval, interim street layout, road alternatives	September 2011	\$1,373.87
Conditions of approval, preliminary SUSMP, right-of-way	October 2011	\$3,439.58
Conditions of approval	November 2011	\$1,716.00
Conditions of approval, meetings, reimbursement agreement, fee estimate	December 2011	\$11,679.25
Conditions of approval, reimbursement agreement, fee estimate, bio	January 2012	\$11,732.75
Conditions of approval, reimbursement agreement, Planning Cmsn, meetings	February 2012	\$6,873.50
Conditions of approval, reimbursement agreement	March 2012	\$7,063.50
SUBTOTAL CITY STAFF PROJECT TIME		\$64,318.73

TOTAL EXPENSES **\$73,896.62**

DEPOSITS

Description	Date of payment	Check No.	Receipt No.	Amount
Deposit	1/14/2011	702986	RCPT2011-99	(\$1,200.00)
Deposit	3/8/2011	705102	RCPT2011-270	(\$4,950.00)
Deposit	4/4/2011	705557	RCPT2011-269	(\$23,075.00)
Deposit	4/8/2011	705673	RCPT2011-315	(\$3,530.52)
Deposit	3/23/2012	717877	RCPT2012-198	(\$34,077.60)
Deposit	3/30/2012	718076	RCPT2012-213	(\$30,000.00)

TOTAL DEPOSITS / PAYMENTS **(\$96,833.12)**

TOTAL AMOUNT DUE / (DEPOSIT REMAINING) **(\$22,936.50)**

ATTACHMENT B

CITY OF ROHNERT PARK
Development Fees Estimate Worksheet

The Development Fees Estimate Worksheet is provided as an ESTIMATE only. The values calculated in this estimate are based on (1) fees and rates in effect at the time the worksheet is completed, (2) information provided by the applicant on the Development Fee Estimate Request, and (3) any new/ revised project information provided by the applicant prior to the completion of the estimate. As this worksheet is an estimate only, the final fees calculated and due at building permit issuance may vary from the estimate. Such variance may be due to new project information revealed in the plan review, plan check submittals and/or inspections over the number provided by the building fees, consulting or legal services not included in service fees but necessary to provide services specifically listed below, or impact fee or rate changes that come into effect prior to building permit issuance.

Date Fee Estimate Created / Last Revised
 Building Permit Number
 Job Address

CONSTRUCTION VALUE, ACREAGE, UNITS

Acres	<input type="text" value="3.79"/>	acres
Total Construction Value	<input type="text" value="\$8,150,000.00"/>	
Provided by: Applicant		
Construction Type	<input type="text" value="IIIA"/>	
Occupancy Classification	<input type="text" value="R-1"/>	2010 CBC
Gross Floor Area / Enclosed Thousand Square Feet	<input type="text" value="107,258"/>	s.f.
<i>Note: Gross Floor Area defined in Ch. 17.04 of Muni Code.</i>		
Total Building Area (sq.ft.)	<input type="text" value="107,258"/>	s.f.
<i>Note: Conditioned space as indicated by applicant.</i>		
Prior Building Area (sq.ft.)	<input type="text" value="0"/>	s.f.
Net Increase (sq. ft.)	<input type="text" value="107,258"/>	s.f.
Sewer Capacity Credit(s)	<input type="text" value="0.00"/>	GAL/DAY
Disturbed Thousand Square Feet	<input type="text" value="165.09"/>	1000 s.f.
<i>Note: Based on total area approved for grading. May use site acreage as proxy for estimating purposes.</i>		
	Calculation by site acreage	Approved grading
	<input type="text" value="1000"/>	s.f.

FEE CALCULATIONS

Service Fees

1	Building Plan Check	Obtain from current fee table	<input type="text" value="18,493.48"/>
2	Building Permit & Inspection	Obtain from current fee table	<input type="text" value="24,126.45"/>
3	Fire Services Plan Check	(35% of Bldg. Dept. Plan check or \$50, whichever is greater)	<input type="text" value="6,472.72"/>
4	Fire Code/Life Safety Compliance Fee	(35% of Bldg. Dept. Permit fee or \$75, whichever is greater)	<input type="text" value="8,444.26"/>
5	Engineering Plan Check	(Estimate only. Fee due at permit issuance is based on actual cost.)	<input type="text" value="15,000.00"/>
6	Engineering Grading/Site Work	(Estimate only. Fee due at permit issuance is based on actual cost.)	<input type="text" value="6,000.00"/>
7	Archiving of plans, permits & other documents		<input type="text" value="155.00"/>

State Pass-Through Fees

8	Strong Motion Fee	\$0.21 /\$1000 valuation	<input type="text" value="1,711.50"/>
9	Building Standards Administration Special Revolving Fund (BLDST) (First \$100K = \$4; every additional \$25K Add \$1)		<input type="text" value="326.00"/>

Development Impact Fees

Use drop-down list to select Specific Plan or Planned Development Area
 Use drop down list to select Land Use Designation for PFF determination

		<input type="text" value="Wilfred Dowdell SPA"/>	
		<input type="text" value="Hotel/Motel"/>	
10	Public Facility Fee - Non-res fee, public facilities	<input type="text" value="\$6,401.00"/> per 1,000 s.f.	<input type="text" value="686,558.46"/>
11	Public Facility Fee - Non-res fee, sewer component	<input type="text" value="\$64.30"/> x daily flow gallons	11462.50 <input type="text" value="737,038.75"/>
12	Public Facility Fee - Non-res fee, drainage component	<input type="text" value="\$243.00"/> per 1,000 s.f.	<input type="text" value="40,116.87"/>
13	Special Water Connection Fee (OR see Line 14)	<input type="text" value="\$8,935"/> per acre	<input type="text" value="0.00"/>
	<i>Parcel was previously assessed at less than \$4,700/acre: Type TRUE or FALSE</i>	<input type="text" value="FALSE"/>	
14	Per Acre Development (OR see Line 13)	<input type="text" value="\$17,715"/> per acre	<input type="text" value="67,139.85"/>
	<i>Parcel was previously assessed: Type TRUE or FALSE</i>	<input type="text" value="FALSE"/>	
15	Copeland Creek Drainage Fee	<input type="text" value="\$630"/> per acre	<input type="text" value="0.00"/>
	<i>Parcel is subject to fee: Type TRUE or FALSE</i>	<input type="text" value="FALSE"/>	
16	Affordable Housing Linkage Fee		<input type="text" value="74,008.02"/>
17	General Plan Maintenance Fee	0.5% of construction valuation	<input type="text" value="40,750.00"/>

Specific Plan / Planned Development Reimbursement Fees

18	Wilfred/Dowdell Specific Plan Reimbursement Fees	<input type="text" value="\$16,321.82"/> per acre, if applicable	<input type="text" value="61,859.70"/>
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SUBTOTAL

Less pre-paid fees

NET DUE

COMMENTS / NOTES

The Engineering fees depend not only on the size and complexities of the project, but on the ability of the developer's engineers to clearly solve problems. Ignoring an issue can result in an extra plan check and the expenses thereto.