

TOWN OF LOS ALTOS HILLS

26379 Fremont Road
Los Altos Hills, CA 94022
Phone: (650) 941-7222
Fax: (650) 941-3160
www.losaltoshills.ca.gov



Application for Project Review

1. PROPERTY DESCRIPTION:

**** Please print or type. ****

Street Address:				
Is there a gate on the property?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lot(s) Number:	Tract or Parcel Map Number:	Please Check One:		Sewer <input type="checkbox"/>
				Septic <input type="checkbox"/>
Assessor's Parcel Number:	Gross Acreage:	Net Acreage:		

2. PROJECT DESCRIPTION:

Description of project (i.e. new residence, addition, etc.):
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3. APPLICANT:

Applicant (Authorized Agent):	
Phone Number:	Email Address:
Mailing Address:	

4. PROPERTY OWNER:

Property Owner:	
Phone Number:	Email Address:
Mailing Address:	

5. FEES AND DEPOSITS:

For Town Use

Planner will complete this section. Fees and deposits, payable to the Town of Los Altos Hills, are required to process all Planning applications.			
	Fee	Deposit	
Geologist:			
Zoning:			
Site Development:			
Miscellaneous:			
:			
:			
			Receipt #:
			File #:
			Date:

6. SIGNATURE OF OWNER(S) OR AGENT:

(Please Note: Agent requires letter of authorization from owner.) I, the undersigned owner or authorized agent of the property described above, hereby make an application for the purposes set forth above in accordance with the provisions of the City Ordinances, and I hereby certify that the information given is true and correct and to the best of my knowledge and belief.	
Signature:	Date:

**** PLEASE COMPLETE, SIGN, AND RETURN WITH YOUR APPLICATION. ****

The person responsible for payment of application charges must sign.

COST REIMBURSEMENT AND HOLD HARMLESS AGREEMENT

Applicant executes this Cost Reimbursement and Hold Harmless Agreement in conjunction with the attached application to the Town of Los Altos Hills for (location of property):

1. Processing Costs.

Applicant assumes full responsibility for all costs incurred by the Town in processing this application including, but not limited to, charges for outside consultants such as the Town's consulting engineer, the Town Geologist, and the City Attorney, among others. Applicant agrees to pay all personnel costs, consulting costs, overhead costs of the City Attorney, and other costs that are directly or indirectly related to the review and processing necessary for the subject project, even if the application is withdrawn, not approved, approved subject to conditions, or modified on approval.

Examples of such billable costs include the following:

Informal Meetings	Scheduling
Formal Meetings	Action Letters
Posting	Counter or Telephone Explanations
Neighbor Inquiries	Consultant Review of Issues and Documents
Report Preparation	Consultant Preparation of Documents
Noticing	Condition Enforcement
Permit Issuance	Referral Inquiries
Site Visits	Actions Related to Violence

The list above is not intended to be complete. Charges for Town professional staff and consultant time spent processing this application will be based on an hourly rate and costs necessary to process the application will be billed directly to the Applicant. Consultant charges are based on actual costs plus a ten percent (10%) Town overhead charge. Applicant agrees that no final building permit will be granted for the project, and no final inspection will occur until all costs are paid.

2. Change in Applicant's Interest.

Applicant must provide written notice to the Town's Planning Director in the event there is a change in Applicant's interest in the property or project, or a change in the billing contact person for said project. Said notice must be mailed first class, postage paid, certified mail to:

Planning Director
Town of Los Altos Hills
26379 Fremont Road
Los Altos Hills, CA 94022

Applicant hereby understands and agrees that the costs incurred by the City Attorney for review and processing of the proposed project are attributable to the project and may not be assigned without the prior written consent of the Town. Applicant understands that he or she is responsible for payment of the costs involved with this application even if property or project is sold or assigned to other parties. If payment responsibility is to be assumed by another party, it is Applicant's responsibility to ensure that that party executes a new agreement.

3. Deposit.

Applicant agrees to make an initial deposit in the amount stated on the Application for Project Review. The deposit will be applied toward the costs described in Section 1 of this Agreement. The Town reserves the right to request an

additional deposit from Applicant, should the City Attorney incur additional costs or if costs exceed the amount on deposit.

If Applicant's deposit is reduced to less than 30% of the original deposit amount, Applicant must increase the deposit to its initial amount within 10 calendar days after Town has sent Applicant notice to increase the deposit. If Applicant's deposit remains at or below 30% of the original deposit more than 10 calendar days after such notice has been sent to Applicant, the Town will stop all processing of the application including but not limited to inspections, and will withhold any permits, except as necessary to meet statutory deadlines for action on the project.

If ongoing costs ever exceed the deposit, Applicant will be billed for the additional charges at actual cost plus a 15% administrative charge, payment of which is due immediately upon receipt of invoice.

4. Project Completion.

After deduction of the final costs, any unused portion of the deposit will be returned to Applicant without interest. Applicant's deposit account will not be closed until:

a. For Subdivisions

The final bond is released by the Town or when all conditions of approval are fulfilled, whichever is later. (The deposit may be reduced for subdivisions when a maintenance surety is placed with the Town.)

b. All Other Applications

The Town issues final building inspection clearance, or when work for which the permit was issued is satisfactorily completed.

c. If Application is Denied

The appeal period has ended, or processing of the appeal is completed.

d. If application is Withdrawn

The completion of any remaining staff works on the application.

Any refund of amounts deposited shall be made in the name of Applicant, to the address noted for billing information.

5. Billing Information.

The following are the name and current address of the person to be billed for costs related to processing of the attached application:

PRINT NAME:

SIGNATURE:

ADDRESS:

PHONE:

- Should the person/entity referenced above be the party reimbursed for any remaining deposit balance at the end of the project? (check one) YES NO

- If "NO," please specify: _____

6. Indemnification, Hold Harmless and Release.

APPLICANT AGREES TO, AT APPLICANT’S OWN COST AND EXPENSES, INDEMNIFY, DEFEND (WITH COUNSEL APPROVED BY THE TOWN) AND HOLD THE TOWN HARMLESS FOR ALL CLAIMS, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEY’S FEES INCURRED BY THE TOWN, IN CONNECTION WITH THE TOWN’S DEFENSE IN ANY PROCEEDING BROUGHT IN ANY STATE OR FEDERAL COURT CHALLENGING THE TOWN’S ACTIONS WITH RESPECT TO THE APPLICANT’S PROJECT. APPLICANT HEREBY RELEASES THE TOWN FROM AND AGAINST ALL LIABILITY, EXCEPTING LIABILITY FOR REGULATORY “TAKINGS” UNDER THE FEDERAL OR STATE CONSTITUTIONS, IN CONNECTION WITH THE TOWN’S ACTIONS WITH RESPECT TO THE APPLICANT’S PROJECT.

7. Execution.

The person executing this agreement as Applicant represents that he or she is authorized to enter into agreement on behalf of the Applicant. If more than one person or entity is named as Applicant for the proposed project, all entities and persons must sign as indicated below.

Applicant Signature Date

Property Owner Signature Date
(If different than Applicant)

Name and Title

Name and Title

Additional Applicants (if any):

Applicant Signature Date

Applicant Signature Date

Name and Title

Name and Title