



Public Works & Engineering Department  
201 West Sierra Avenue  
Cotati, CA 94931  
Ph: 707-665-3638  
Fax: 707-792-4604  
www.ci.cotati.ca.us

After the Tentative Map has been approved, the following application must be submitted and approved in order for the Final Map to be filed (recorded) construction permits to be issued.

**Public Works & Engineering Department Information Sheet  
Improvement Plans Application**

**IMPROVEMENT PLANS APPLICATION FORM**

**Project Address:** \_\_\_\_\_

**# of Lots:** \_\_\_\_\_ (Minor - 4 lots or less...\$ 1,745/ Major - 5 lots or more...\$5,205 )

**Applicant/Owner:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Mobile #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Public Work & Engineering Use Only:**

**Engineering Project Number:** \_\_\_\_\_

**Filing Date:** \_\_\_\_\_

**Amount Paid \$:** \_\_\_\_\_ **Receipt #:** \_\_\_\_\_

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Please list the name of the person/firm that you would like us to correspond with, for this submittal (provide address, phone number and fax number if different from the above):

Contact (Name): \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF COTATI  
ENGINEERING DEPARTMENT  
UNIFORM APPLICATION FEE ADDENDUM  
AND INDEMNIFICATION AGREEMENT**

**Fee Addendum**

The City Council adopted Ordinance 692 establishing a Fee and Service Charge Cost Comparison System. As provided for in this ordinance, the costs for services are reviewed annually and the fees and charges are adjusted accordingly by Council Resolution. The Ordinance and Resolution authorize a cost recovery system for staff time and the costs of any City Consultants performing work on your project, as well as all other costs associated with processing development applications received by the Engineering Department.

To comply with Council's direction, the Engineering Department collects a deposit to cover these estimated costs. The amount of the deposit varies based on the type of applications received.

Applicant agrees to be responsible for the payment of all costs (including staff costs at fully burdened hourly rates and City consultant costs) and fees, direct and indirect, associated with the processing of this application even if the application is withdrawn and/or not approved.

In addition to the initial deposit made at the time of the application submittal, the applicant may be required to make further deposits for anticipated work. Invoices are due and payable within thirty (30) days. Your deposit account will be required to maintain a minimum balance at all times equal to 25% of your original deposit amount. Should the amount on deposit fall below that 25% minimum, you will be asked to remit the amount due for services rendered plus the additional amount needed to maintain the 25% balance. Should your account become delinquent or fall below a zero balance, work will stop on your application processing. No work shall proceed until deposits or deposit replenishments are received.

Applicant understands and agrees that nonpayment of fees set forth in City Ordinance 692 and accompanying Resolution may, at the sole and exclusive discretion of the Engineering Department, 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 any phase of the project, any and all outstanding amounts due pursuant to this agreement shall be paid. Any account with a balance less than zero at the end of a billing cycle will be assessed a 3% interest charge for the first 30 days. Interest rates will increase by 1% for every subsequent 30 day period of delinquency, up to a maximum rate of 5%.

Any portion of this deposit that is not used will be refunded to the applicant upon written request to the Administrative Services Department and confirmation from the Engineering Department that all outstanding charges have been processed.

**Indemnification Agreement**

The Applicant agrees to defend, indemnify, and hold harmless the City of Cotati, its agents, officers, council members, employees, boards, commissions and committees 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 any approval of the applications or related decision, or the adoption of any environmental documents or negative declaration which relates to the approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of, or in connection with, the approval of the application or related decision, whether or not there is concurrent, passive or active negligence on the part of the City, its agents, officers, council members, employees, boards, commissions, and committees. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect and shall be interpreted to allow the broadest indemnity allowed by law.

In the event that Applicant is required to defend the indemnities in connection with any such claim, action or proceeding, the City shall retain the right to (i) approve the counsel to so defend the indemnities, (ii) approve 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 City.

The City of Cotati shall have the right to appear and defend its interests in any action through the City Attorney or outside counsel. The applicant shall not be required to reimburse the City for City Attorney's or outside counsel fees incurred by the City if it chooses to appear and defend itself in litigation.

I have read this information and agree with all of the above.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Project Number