

**DEVELOPERS
CERTIFICATION OF CORRECTION
APPLICATION**



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

For City to sign off on the Certificate of Ccorrection this application and fee must be paid.

**Public Works & Engineering Department Information Sheet
Certificate of Correction**

Certificate of Correction

1. Project Address: _____

Property Size (acres): _____

Project Title: _____

Project Description (attach additional sheets as needed) _____

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Public Work & Engineering Use Only:

Engineering Project Number: _____

Filing Date: _____

RECORD TO BE CREATED:

Certificate of Correction \$ _____

\$.025 per copy \$ _____

Total Fees: \$ _____

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

2. Applicant Information:

Applicant	Mailing Address	City/State/Zip
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Applicant Phone	Fax	E-Mail
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Business Name and Phone	Mailing Address	City/State/Zip
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Property Owner	Mailing Address	City/State/Zip
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Phone	Fax	E-Mail
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3. Certification:

I hereby certify that the information given above and attached hereto is true and correct, that the property owner is aware of and agrees with this application, and that falsification of fact will result in invalidation of the application. Further, I understand that any approval given is valid for the specific project approved only, and is subject to all applicable laws, regulations, and conditions.

Applicant's Signature
Date

Date

Property Owner's Signature



**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