

## RESOLUTION NO. 2055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
REQUIRING REIMBURSEMENT OF ENGINEERING COSTS BY  
DEVELOPERS, APPROVING A FORM OF REIMBURSEMENT  
AGREEMENTS, AND AUTHORIZING EXECUTION OF  
SAID AGREEMENT BY THE CITY MANAGER

WHEREAS, the review of plans and specifications and construction inspection of certain projects sometimes requires the City to incur expenses for engineering services that are not covered by normal building permit fees, and,

WHEREAS, it is necessary and equitable that the City recover such expenses from the developer of the project through a reimbursement agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad as follows:

Section 1: In cases where, in the judgement of the Building Official, it is determined that the review of plans and specification for a project, or construction inspection of a project, will require the CITY to incur costs for engineering services that are not covered by the applicable building permit fee, the CITY shall require the developer to enter into a reimbursement agreement with the CITY, in the form of the document hereunto attached, marked "Exhibit A," and incorporated herein by reference.

Section 2: Said reimbursement agreements, when required, shall be executed by the City Manager on behalf of the CITY.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 28th day of November, 1990, by the following vote:

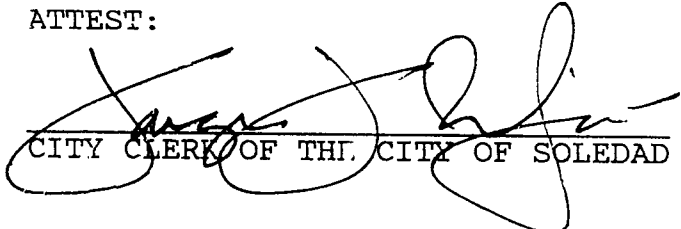
AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: None

  
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
CITY CLERK OF THE CITY OF SOLEDAD

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT is between the CITY OF SOLEDAD, a California municipal corporation, ("City") and ("DEVELOPER") and is made with reference to the following facts:

A. DEVELOPER has filed plans and specifications with the Building Official of CITY for the following construction project:

Project description: \_\_\_\_\_

Location of Project: \_\_\_\_\_

B. The Building Official has determined that the review of said plans and specifications and inspection of the project during construction will require CITY to incur costs for engineering services which are chargeable to DEVELOPER and which are not included in the building permit fee for the project.

IT IS THEREFORE, AGREED, as follows:

1. DEVELOPER agrees to reimburse CITY for all expenses incurred by it for engineering services in connection with the review of plans and specifications for the project and project construction, specifically including but not limited to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Upon the execution of this agreement DEVELOPER has deposited with CITY the sum of \$ \_\_\_\_\_, to be held and applied by CITY to the payment of all such reimbursable expenses as they accrue. CITY agrees to keep a detailed account of all disbursements from the funds so deposited and upon completion of the work to furnish a statement of said account to DEVELOPER. Within ten (10) working days after final inspection of the project and the issuance of a certificate of occupancy, CITY will return to DEVELOPER, without interest, all funds remaining on deposit after payment of all reimbursable expenses. If at any time the balance on deposit is reduced to \$ \_\_\_\_\_ or less, DEVELOPER shall, within ten (10) working days after receipt of a written request from CITY, make an additional deposit of funds sufficient to restore said balance to the amount originally deposited, or to such lesser amount as may be specified in said written request from CITY.

3. Should DEVELOPER fail to make any deposit of funds when and as required by Paragraph 2 above, final inspection of the project and the issuance of a certificate of occupancy will be withheld until said deposit has been made.

4. This agreement and all of its provisions shall bind the heirs, legal representatives, successors and assigns of DEVELOPER.

DATED: \_\_\_\_\_

CITY OF SOLEDAD, a California municipal corporation,

\_\_\_\_\_  
(Name of DEVELOPER)

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Title