

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 Appeal

1. APPELLANT INFORMATION:

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

Name:		Affiliation with decision being appealed:	
Appellant's Mailing Address:			
Home Phone:	Mobile Phone:	Email Address:	
Representative's Name (if applicable):	Phone:	Email Address:	
Representative's Mailing Address:			

2. APPEALING DECISION OF:

- Planning Commission
- Planning Director
- Public Works Director

Regarding (address of project):

Date Decision was Made:

Please attach a formal letter informing the Planning Commission or City Council of your request, any relevant research you may have, and the action you would like to be taken.

3. FEES AND DEPOSITS:

Fees and deposits, payable to the Town of Los Altos Hills, are required to process all applications.

Fee: \$ 900.00

Receipt #: _____

Deposit: \$2,000.00

File #: _____

Total: \$2,900.00

Payment Date: _____

4. SIGNATURE OF APPELLANT(S) OR AGENT:

(Please Note: Agent requires letter of authorization from appellant.)
 I, the undersigned petitioner or authorized agent, 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:
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**** PLEASE COMPLETE, SIGN, AND RETURN WITH YOUR APPLICATION. ****

The person responsible for payment of application charges must sign.

COST REIMBURSEMENT AND HOLD HARMLESS AGREEMENT

Appellant 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.

Appellant 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 City Attorney, among others. Appellant 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or indirectly related to the review and processing necessary for the subject project, even if the application is withdrawn, not approved, approved subject to conditions, or modified on approval.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
Site Visits	Referral Inquiries

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 Appellant. Consultant charges are based on actual costs plus a five percent (5%) Town overhead charge. Appellant 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 Appellant's Interest.

Appellant must provide written notice to the Town's City Clerk in the event there is a change in Appellant's interest in the decision made, or a change in the billing contact person for the appeal. Said notice must be mailed first class, postage paid, certified mail to:

City Clerk
Town of Los Altos Hills
26379 Fremont Road
Los Altos Hills, CA 94022

Appellant 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. Appellant 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 Appellant's responsibility to ensure that that party executes a new agreement.

3. Deposit.

Appellant agrees to make an initial deposit in the amount stated on the Application for Appeal. 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 Appellant, should the City Attorney incur additional costs or if costs exceed the amount on deposit.

If ongoing costs ever exceed the deposit, Appellant 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 Appellant without interest. Appellant’s deposit account will not be closed until:

- a. The application is denied
The City Council upholds the decision made by Department Staff or Planning Commission.
- b. The application is withdrawn
After the completion of any remaining staff work on the application.
- c. The decision is overturned
After the completion of any remaining staff work on the application.

Any refund of amounts deposited shall be made in the name of Appellant, 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? (choose one)	YES	NO
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➤ 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 Appellant represents that he or she is authorized to enter into agreement on behalf of the Appellant. If more than one person or entity is named as Appellant for this request, all entities and persons must sign as indicated below.

Appellant Signature Date

Agent Date
(If different than Appellant)

Name and Title

Name and Title

Additional Appellants (if any):

Appellant Signature Date

Agent Date
(If different than Appellant)

Name and Title

Name and Title