



CITY OF OCEANSIDE

DEVELOPMENT SERVICES DEPARTMENT

SUBJECT:
Policy & Procedure for
Developer Deposit Accounts (Deposit Account)
Administration

POLICY NUMBER: 2011-01
IMPLEMENTED: 5/2/2011
UPDATED: 5/24/2011
UPDATED: 3/18/13

I. Purpose and Scope:

In order to recover costs associated with discretionary planning entitlement application processing of large, complex projects, on March 2, 2011, the City Council approved the establishment of Developer Deposit Accounts (Deposit Accounts). On March 13, 2013, City Council included additional projects that may be subject to Deposit Accounts and authorized the use of Deposit Accounts for Engineering projects that are deemed to be complex or atypical. The purpose of this policy is to establish department-level policy and procedures for Deposit Account initiation, project record keeping, account replenishment (if required), project closure and refunds. All project applicants subject to this policy must sign a statement agreeing to abide by this policy as part of their application for discretionary permit submittal.

II. Applicability, Required Minimum Initial Deposits and Minimum Balances:

The following table lists the types of applications subject to Deposit Accounts and their required initial deposits. All Deposit Accounts must be replenished if they fall below 30% of the Initial Deposit Amount.

Project Type	Initial Deposit Amount	Replenishment Trigger Amount	Replenishment Amount Required
General Plan Amendments- 10 acres or more	\$15,000	30% of Initial Deposit	\$7,500
Zoning Amendments – 10 acres or more	\$15,000	30% of Initial Deposit	\$7,500
Zoning Overlay / Specific Plan	\$10,000	30% of Initial Deposit	\$5,000
Telecom / Wireless CUP and Wireless ACUP	\$5,000 + 3 rd party RF Study	30% of Initial Deposit	\$2,500

Project Type	Initial Deposit Amount	Replenishment Trigger Amount	Replenishment Amount Required
Telecom / Wireless Substantial Conformity	\$2,500 + 3 rd party RF Study	30% of Initial Deposit	\$1,000
Development Plan Review – 10 acres or more	\$10,000	30% of Initial Deposit	\$5,000
Tentative Subdivision Maps	\$8,000	30% of Initial Deposit	\$4,000
Development Agreement	\$10,000	30% of Initial Deposit	\$5,000
Digital Comprehensive Sign Package	\$10,000 + Consultant Fees	30% of Initial Deposit	\$5,000
Revisions or Amendments to Previously Approved Applications	\$7,000	30% of Initial Deposit	\$3,500
Multiple Entitlements*	TBD	30% of Initial Deposit	50% of Initial Deposit
EIR	\$20,000	30% of Initial Deposit	\$10,000
ND/MND	\$5,000	30% of Initial Deposit	\$2,500
Other Projects Not Otherwise Classified Above	TBD	TBD	50% of Initial Deposit
Deferred Improvement Agreement	\$3,000	30% of Initial Deposit	TBD
Conditional Certificate of Compliance Review	\$3,000	30% of Initial Deposit	TBD
FEMA Letter of Map Change Reviews (LOMC)	\$3,000	30% of Initial Deposit	TBD
Engineering Review of : Revisions; Amendments; Reports Older than 24 Months	\$1,000	30% of Initial Deposit	TBD

*The Initial Deposit must be paid at the time of initial project submittal. When one of multiple applications requires a Deposit Account and others do not, the entire project will be classified as a Deposit Account. Further, when multiple applications are submitted, the entire project becomes a Deposit Account, regardless of whether any

single application would normally require such Account. The Initial Deposit for multiple applications will be determined on a case-by-case basis.

The Deposit Account will be charged directly for all normal project costs, including notification fees and publication costs. The Account will also be charged by other divisions and departments for time spent on the project, including, but not limited to: Engineering, Planning, Building, Water Utilities, and/or the Fire Department.

Professional third party consultant review fees for Telecom/Wireless applications and consultant fees for Digital Comprehensive Sign Packages will be required to be paid upon application submittal when applicable. Additional funds may be required for third party consultant fees if more than three reviews of the submitted studies are required. These designated special review fees are in addition to the Initial Deposit and do not count towards the minimum deposit requirements.

Only the Development Services Director or his designee may modify the amount of the Initial Deposit, the Replenishment amount, or those projects subject to this process. The City Engineer will determine the Initial Deposit and Replenishment Amounts for Engineering projects subject to Developer Deposit Accounts.

Deposit Account funds will be utilized for the review/processing of discretionary planning applications until such time that a final action is taken on the project by the designated decision-making authority, inclusive of any associated appeal, unless on-going project review is part of the approval. Projects that require follow-up actions related to environmental compliance and monitoring, review of required reports or plans, or any additional work related to project conditions of approval will remain open, and the applicant will be informed as to the amount of Deposit that will be required to be maintained on a case-by-case basis. Telecom / Wireless projects will require the Deposit Account to be maintained at a minimum deposit balance of \$1,500 until the wireless facility is removed from City property.

Building permit plan check fees, engineering bonds and any other development fees required for project implementation beyond entitlement processing and any required follow-up actions will be charged separately and will not be drawn from the Deposit Account.

III. Deposit Account Establishment and Administration:

The City of Oceanside Financial Services Department will establish separate general ledger Deposit Accounts for each project application. As Deposits are received, the funds will be posted to TRAKiT and given to the Central Cashier office for posting to the general ledger.

Expenses and staff time spent on the project will be entered in TRAKiT as they occur. Every two weeks, in conjunction with payroll, Project Managers will approve the expenses and time charged to the project and will post the expenses in TRAKiT. Once

posted, the TRAKiT data will be exported to the general ledger and the total expenses for that posting will be deducted from the Deposit Account and be expensed to the project account.

Administration will review balances in the Deposit Accounts on a weekly basis and notify the Project Manager if the balance falls below the 30% threshold. If the balance falls below the 30% threshold, the Project Manager will notify the Developer and request additional funds to replenish the Deposit Account; replenishment funds are to be deposited within 10 calendar days. If the requested funds are not received within 14 calendar days, all project work may cease, including scheduling of public hearings.

Within 45 calendar days from final project action (approval/denial or appeal determination, if applicable) and all project conditions and necessary compliance monitoring have been satisfied, any residual Deposit Account funds will be automatically refunded to the applicant. Refunds for projects deemed "withdrawn" will be issued pursuant to Planning Department Policy Directive 1-09.

IV. Billing Rates and Overhead Charges:

Costs associated with processing discretionary applications are directly related to the fees charged. As such, staff time for all personnel assigned to projects with Deposit Accounts will be billed against the account at an hourly blended rate based on costs established in the annual budget, as adopted by City Council. Hourly billing rates are provided on the Deposit Account Rate Sheet, which is made part of this policy.

V. Staff Assignments, Time Accounting and Dispute Resolution:

City Division Managers will assign staff to each project. Staff assigned to Deposit Accounts will track time spent on projects in quarter hour increments.

Reports of charges to the applicant's Deposit Account are available from the Project Manager or Administration upon request. Any written query related to staff time charged against Deposit Accounts must be filed within 20 days from issuance of the report, and should be addressed to the appropriate Division Manager from Engineering or Planning. Unresolved issues at the Division Manager level will be escalated to the Department Director for resolution within 10 days of the applicant's response to the Division Manager's proposed resolution. The applicant will have 15 days to dispute charges from any report review; failure to dispute charges within that 15 day period constitutes acceptance of charges. In the event that a dispute arises prior to project consideration by the decision-making authority on a pending entitlement request, further project processing will cease until the dispute is resolved, but the application will not be deemed withdrawn.

Developer Deposit Account Staff Billing Rates

Effective March 18, 2013, the following billing rates shall be paid by project applicants whose project fees are subject to Developer Deposit Accounts.

Staff Types and Hourly Billing Rates

Staff	Hourly Rate
Director	\$175.00
Division / Section Manager	\$150.00
Engineer / Planner	\$120.00
Landscape and Storm Water Staff	\$100.00
Technical and Administrative Staff	\$85.00
Consultant Services/3 rd Party Reviews	Actual Cost – Rate May Vary By Contract

Approved by:



George Buell, Director
Development Services Department

Revised Date: March 13, 2013



DEVELOPER DEPOSIT ACCOUNT PROCESSING AGREEMENT FORM

Project Number: _____

Project Name: _____

This agreement is by and between the City of Oceanside, a municipal corporation, hereinafter designated "CITY," and Applicant as identified below. In order to recover costs associated with discretionary entitlement application processing, the project identified by Project Number above has been designated as a Developer Deposit Account Project (Deposit Account Project).

Projects designated as Deposit Account Projects are required to maintain certain levels of funds on deposit with the CITY, from which the CITY draws all applicable fees and to which CITY personnel directly charge the time that they spend on the project. If the amount on deposit falls below 30% of the Initial Deposit required, the Applicant is required to replenish funds within fourteen (14) days or work on the project will stop; the Replenishment Amount is generally 50% of the Initial Deposit. At the end of the project, any funds remaining in the Deposit Account will be refunded to the Applicant if all project conditions and necessary compliance monitoring have been satisfied. Full details of the Developer Deposit Account program may be found in the Development Services Department Developer Deposit Account Administration Policy and Procedure 2011-01.

APPLICANT CONTACT INFORMATION:

The following information will be used for all contacts between the CITY and the Applicant, and may include requests for Replenishment Funds or for refunds of excess Deposit Amounts.

Applicant Name: _____

Contact Name: _____

Firm Name: _____

Address: _____

Applicant Phone: _____

TERMS

- A. Applicant agrees to pay all personnel and related direct, indirect and overhead costs for review for the subject project. Applicant agrees to make Replenishment Deposits to be applied toward the above costs in an amount and at such time as requested in writing by the Project Manager. If Applicant does not submit such requested funds within fourteen (14) days after they are requested, staff will stop work on the project until the payment is made.
- B. Interest shall accrue on all costs unpaid 30 days after a deposit or reimbursement request by the CITY at the maximum legal rate, and the CITY is entitled to recover its costs, including attorney's fees, in collecting unpaid amounts.

- C. Any refund of amounts deposited shall be made to Applicant at the above address.
- D. Applicant shall provide written notice to the Project Manager in the event there is a change in ownership of the project, or if changes are made to the billing address or contact person for said project. Said Notice to be mailed to CITY of Oceanside, Development Services Department, Attn: Project Manager, 300 North Coast Highway, Oceanside, CA 92054. All written correspondence should include the Project Number.
- E. Applicant agrees to defend, indemnify, release and hold harmless the City of Oceanside, its agents, officers, attorneys, employees, boards and commissions, from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attach, set aside, void or annul the approval of this project application or adoption of any environmental document which accompanies it. The indemnification shall include, but not be limited to damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the CITY, its agents, officers, attorneys, employees, boards and commissions.
- F. This agreement does not guarantee nor imply that subject project will be approved.
- G. Depending on the project, Deposit Accounts will not be closed at entitlement approval if there are required follow-up actions related to environmental compliance and monitoring, review of required reports or plans or any additional work related to project conditions of approval.
- H. This agreement shall be executed by an authorized representative of Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of Applicant.

Signature: _____

Date: _____

Print Name and Title: _____

City of Oceanside

By: _____
Project Manager

Date: _____