



Siskiyou County Planning Division

806 South Main Street · Yreka, California 96097

Phone: (530) 841-2100 · Fax: (530) 841-4076

<https://www.co.siskiyou.ca.us/planning>

Application for Development Review

Application No(s): _____ Date Filed: _____

(the above is completed by staff)

I. General Data Required

A. Name of Applicant (Please Print): _____

B. Address or Location of Property: _____

C. Assessor's Parcel Number(s): _____

D. Site Area (acres/sq. ft.): _____

E. Current Zoning: _____

F. Proposed Zoning: _____

Under Williamson Act Contract? Yes No

G. Existing Use of Property: _____

H. Property Owners / Homeowners Association (Name, Address, Contact Person, Telephone / Email):

I. Description of Proposal: _____

(continue on separate sheet if necessary)

II. Applicant Information

A. Applicant: In signing this application, I, as applicant, represent to have obtained authorization from the property owner to file this application. I agree to be bound by conditions of approval, subject only to the right to object at the hearings on the application or during the appeal period. If this application has not been signed by the property owner, I have attached separate documentation of full legal capacity to file the application. I certify that the information and exhibits submitted are true and correct.

Name (Pls. Print): _____ Daytime Telephone: _____

Company: _____ Other Telephone: _____

Address: _____ Fax: _____

City / ZIP: _____ Email: _____

Signature: _____ Date: _____

III. Authorization and Consent of Property Owner

A. Property Owner: All property owners shall sign the application, or documentation shall be submitted specifically authorizing a designated person to sign the application on behalf of the property owner. For individuals acting on behalf of another individual, a Power of Attorney will be required. Corporations are required to submit a Resolution, Bylaws or Operating Agreement designating two (2) persons who are authorized to sign on behalf of the corporation and execute contracts. Limited Liability Companies, Limited Liability Partnerships, and all other types of business entities are required to submit a Resolution, Bylaws, or Operating Agreement designating one (1) or more authorized persons to act on behalf of such business entity and execute contracts.

In signing this application, I, as property owner, have full legal capacity to, and hereby do, authorize the filing of this application. I understand that conditions of approval are binding and agree to be bound by those conditions, subject only to the right to object at the hearings or during the appeal period. I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the County. I hereby certify that I have read and fully understand all the information required in this application form. I further agree and grant authorization to enter said property to the County for the limited purpose of examining the property with respect to the proposed project/land use.

Staff may request a site inspection. Notice will be given and Staff will coordinate such inspection with the Applicant Team.

The authorization is valid from the date of this application until the date of project determination or withdrawal. In applying for this application(s), I also agree to diligently process and complete all requirements necessary for said application(s) to be considered complete and ready for processing, and I hereby do agree that failure to do so in accordance with County Code constitutes an abandonment of said application(s) and my desire to withdraw said application(s).

Name (**Pls. Print**): _____ Daytime Telephone: _____
Company: _____ Other Telephone: _____
Address: _____ Fax: _____
City / ZIP: _____ Email: _____
Signature: _____ Date: _____

Name (**Pls. Print**): _____ Daytime Telephone: _____
Company: _____ Other Telephone: _____
Address: _____ Fax: _____
City / ZIP: _____ Email: _____
Signature: _____ Date: _____

**** ADDITIONAL PROPERTY OWNERS PLEASE FILL OUT AND SIGN ON NEXT PAGE ****

Authorization and Consent of Property Owner – CONTINUED

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Company: _____ Other Telephone: _____
Address: _____ Fax: _____
City / ZIP: _____ Email: _____
Signature: _____ Date: _____

Name (**Pls. Print**): _____ Daytime Telephone: _____
Company: _____ Other Telephone: _____
Address: _____ Fax: _____
City / ZIP: _____ Email: _____
Signature: _____ Date: _____

IV. Representatives and Others Who Should Receive Reports and Legal Notices

A. Rep. Name (Pls. Print): _____ Daytime Telephone: _____
Company: _____ Other Telephone: _____
Address: _____ Fax: _____
City / ZIP: _____ Email: _____

B. Rep. Name (Pls. Print): _____ Daytime Telephone: _____
Company: _____ Other Telephone: _____
Address: _____ Fax: _____
City / ZIP: _____ Email: _____

Additional Requirements – Please Read

In addition to specific documents required for the particular project type for which you are applying, the following documents are required:

Right to Farm Statement of Acknowledgment

(See the following page for the Form)

Siskiyou County has established agriculture as a priority use on productive agricultural lands, and residents of property in agricultural districts should be prepared to accept some inconvenience or discomfort from normal and necessary farm operations. It will be recognized that the property in question may be in the vicinity of property utilized for agricultural purposes. Residents of the development may be subject to the inconvenience or discomfort arising from the use of agricultural chemicals including herbicides, pesticides, and fertilizers, and from the pursuit of agricultural operations including plowing, spraying, pruning, and harvesting, which occasionally generates dust, smoke, noise and odor. As part of the application acceptance process, a **Right to Farm Statement of Acknowledgment** will be required. Once you have submitted an application, the statement will be prepared and sent to you for your signature which must be notarized. Your application will not be considered to be complete and ready for formal processing until such time as the signed and notarized Right to Farm has been completed and returned to Planning Division staff along with a check for the recording fee. Staff will have the document recorded at the County Recorder's Office. The average recording fee is \$92.00, but a schedule of the recording fees will be provided at the time the document is sent to you for signature. You may ask for a draft to familiarize yourself with this notice.

Instructions for Completion of the Right to Farm Statement of Acknowledgment

The Right to Farm Statement of Acknowledgment must be signed in the presence of a Notary Public. Once that has been done, provide the **original signed hard copy** to the Planning Division Permit Technician along with your other application documents. Be sure to include a check for the recording fee which is to be made payable to **Siskiyou County Recorder**.

The Recorder's fees are as follows:

State Fee (\$75.00) and Recorder's fees—first page	\$89.00
Each additional page	3.00

For example, the fee for the Right to Farm document and a one-page Notary Acknowledgment would be \$92.00.

Our office will have the Right to Farm recorded, and the Recorder's office will return the original recorded document to you and provide us with a copy for our file.

<p>Recorded at the request of the Siskiyou County Planning Department</p> <p>Application No. _____</p>	
<p>When Recorded Mail to:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

**RIGHT TO FARM
STATEMENT OF ACKNOWLEDGMENT**

Pursuant to Siskiyou County Code, Section 10-11.01 et seq., the undersigned acknowledge:

DISCLOSURE

If your real property is adjacent to property used for agricultural operations or included with an area zoned for agricultural purposes, you may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, the operation of machinery of any kind during any 24-hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Siskiyou County has determined that the use of real property for agricultural operations is a high priority and favored use to the County and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with accepted customs and standards.

Procedures for resolution of disputes are included with the cited code section.

Property Owner(s) Signature(s): **Note: Notarized Signatures Required**

Signed: _____ Date: _____

Signed: _____ Date: _____

Affects Assessor's Parcel Number(s): _____

ATTACH SEPARATE PAGE FOR NOTARY ACKNOWLEDGMENT

Agreement for Indemnification

(See the following page for the form)

An Indemnification Agreement will be required for your project. Please contact the Planning Department to determine if an Indemnification Agreement will be required for your project. An Indemnification Agreement is an agreement where the applicant and property owner agree to be responsible for any costs associated with any and all damage, liability or loss connected with the granting of the project. Once you have submitted an application, the agreement will be prepared and sent to you for signature. Your application will not be considered to be complete and ready for formal processing until such time as the signed agreement has been returned, in addition to any other application requirements. You may ask for a draft to familiarize yourself with the requirements and obligations.

AGREEMENT FOR INDEMNIFICATION

THIS AGREEMENT FOR INDEMNIFICATION ("Agreement"), made and entered into on _____, is by and between the COUNTY OF SISKIYOU, a political subdivision of the State of California ("COUNTY"), and _____ ("APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT has requested the COUNTY to accept, review, consider and approve APPLICANT's application for the project described on Exhibit "A" attached hereto and made a part hereof, referred to herein as the "Project" and to make the related California Environmental Quality Act ("CEQA") decision (collectively, "Current Approvals") in connection with APPLICANT's proposed Project located in _____, Siskiyou County, California; and

WHEREAS, APPLICANT intends to have prepared an environmental disclosure document ("EIR/EA") which jointly satisfies both CEQA and the National Environmental Policy Act ("NEPA") in connection with the Project; and

WHEREAS, it is in the public interest for APPLICANT to indemnify and hold harmless COUNTY from any and all damage, liability or loss, or claim of damage, liability or loss, connected with or arising out of the granting of the Current Approvals or any action taken or decision made by COUNTY approving, supplementing, or sustaining the Project, or any part thereof.

For purposes of this AGREEMENT, Current Approvals shall include, but are not limited to, certification of a categorical exemption, a negative declaration, an environmental impact report or a mitigated negative declaration, making findings, approval of mitigation measures or conditions of approval, approval of mitigation monitoring and reporting programs, or adoption of a statement of overriding considerations as well as issuance of any permits, and any discretionary and/or ministerial approvals.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN COUNTY AND APPLICANT AS FOLLOWS:

1. APPLICANT shall defend, indemnify and hold harmless COUNTY, its agents, officers and employees from any claim, action, or proceeding (collectively, "Action") against COUNTY, its agents (including consultants), officers or employees to attack, set aside, void, or annul the Approvals, or any part thereof, or any decision, determination, or action, made or taken approving, supplementing, or sustaining, the Project or any part thereof, or any related approvals or Project conditions imposed by COUNTY or any of its agencies, departments, commissions, agents (including consultants), officers or employees, concerning the Project, or to impose personal liability against such agents (including consultants), officers or employees resulting from their non-negligent involvement in the Project, which Action is brought within the time period provided by law, including any claim for private attorney general fees claimed by or awarded to any party from COUNTY. To the extent that COUNTY uses any of its resources responding to such Action, APPLICANT shall reimburse COUNTY in accordance with this Agreement for the documented use of such resources within thirty (30) days of receipt of such documentation. If APPLICANT does not reimburse all costs within thirty (30) days of receipt of such

documentation, a penalty shall accrue on the unpaid amount at a rate of 12% per annum compounded daily. Such resources include, but are not limited to, staff time, court costs, or County Counsel's time at a rate equal to its total cost, Defense Counsel for COUNTY or any other direct costs associated with responding to the Action. This agreement and the obligation of APPLICANT to indemnify COUNTY hereunder shall expire upon the expiration of the later of (i) the challenge period (including any Appeal) for the Approval (if no challenge is made) or (ii) the dismissal and/or settlement of any challenge which is timely filed.

2. COUNTY shall promptly notify APPLICANT of any Action. APPLICANT shall defend COUNTY through counsel selected by COUNTY. COUNTY shall cooperate with APPLICANT in the fulfillment of APPLICANT's responsibilities hereunder.

3. COUNTY may, within its sole discretion, determine its degree of participation in the defense of any such Action. COUNTY will cooperate with APPLICANT in any defense. Cooperation does not include taking any action or making any decision that COUNTY does not feel is in its own best interest and COUNTY reserves the right to settle or resolve the action after consultation with APPLICANT.

4. Defense counsel shall report to and receive direction from County Counsel with respect to representation of COUNTY.

5. Nothing in this Agreement shall be construed in a manner that requires COUNTY to exercise its legislative discretion in a particular manner.

6. APPLICANT shall not be required to pay or perform any settlement of such Action unless APPLICANT approves the settlement in writing. At the APPLICANT's request COUNTY shall consider changes to any Current Approvals granted to the Project, or any part thereof, at APPLICANT's sole cost and expense. Nothing herein shall obligate COUNTY to make or approve any such change and any change shall be made according to such procedures and under such terms and conditions as provided by law or as COUNTY in its sole discretion deems appropriate.

7. In the event that any Action covered by the terms of this Agreement is brought against COUNTY, APPLICANT shall, within ten (10) days of receipt of written notice by COUNTY of such Action, tender to COUNTY the sum of Fifteen Thousand Dollars (\$15,000) as the "Initial Deposit" for defense of said Action. Additional deposits, if necessary, shall be made as set forth below.

- a. If the COUNTY's reasonable, good faith estimate of the cost of defense of the Action ("Estimate") is Thirty Thousand Dollars (\$30,000) or less, then, within twenty (20) days of written notice by COUNTY of the Estimate, APPLICANT shall make an additional deposit equal to the difference between the Initial Deposit and the Estimate.
- b. If the COUNTY's Estimate is greater than Thirty Thousand Dollars (\$30,000) then, within twenty (20) days of written notice by COUNTY of the Estimate, APPLICANT shall make an additional deposit of Fifteen Thousand Dollars (\$15,000.00) plus 50 per cent (50%) of the difference between \$30,000 and the Estimate. In no event shall the total amount on deposit at any one time exceed \$40,000.
- c. COUNTY shall notify APPLICANT of withdrawals of any funds from this account by COUNTY and shall, on a reasonable basis, provide APPLICANT with reasonable documentation, for all funds so withdrawn.

- d. If, as a result of withdrawals by COUNTY the balance in this account drops to less than the Initial Deposit (\$15,000) and the action is ongoing and unresolved, then APPLICANT shall within fifteen (15) days after receipt of written notice by COUNTY, tender such additional sum so as to maintain the account at \$15,000. If and when the total sum deposited to the account by APPLICANT totals the Estimate, the parties agree to meet and confer with regard to any additional deposit, or deposits which may be necessary, if any.
- e. At the conclusion of the Action, any excess funds in COUNTY's possession shall be returned to APPLICANT. Conclusion of the action means the dismissal, settlement or expiration of any Appeal period for the action.

8. In the event that any dispute arises between the parties arising out of the terms and conditions of this Agreement, the parties agree to meet and confer to resolve any such disputes on an informal basis. If the dispute is not resolved, the parties agree to attempt to resolve the dispute through mediation. Venue for any proceeding brought in State Court shall be Siskiyou County.

9. All notices under this Agreement shall be deemed valid and effective immediately upon receipt and may be served by personal service, or by recognized overnight carrier addressed as follows:

TO APPLICANT: _____

TO COUNTY: Planning Division
 Community Development Department
 806 South Main Street
 Yreka, CA 96097

With copy to: Natalie E. Reed
 County Counsel
 1312 Fairlane Road
 Yreka, CA 96097

Any party may, by written notice to all other parties to this Agreement, revise the address at which that party receives written notice under this section.

10. If APPLICANT fails to pay COUNTY the "Initial Deposit" or fails to make timely deposits as required, COUNTY may, after ten (10) days written notice to APPLICANT, declare APPLICANT in default. Such default may be considered by COUNTY, in its sole discretion, as an abandonment of the project and COUNTY may cease processing the project and revoke any Approval or take any action as determined appropriate in its sole discretion. Such default, however, will not relieve APPLICANT of its obligation to indemnify and hold COUNTY harmless as set forth in this Agreement.

11. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed on the date herein above first written.

COUNTY OF SISKIYOU

APPLICANT(s) / PROPERTY OWNER(s)

By: _____
Angela Davis, County Administrator

By: _____

Date: _____

Date: _____

APPROVED AS TO INSURANCE:

By: _____
Hayley Hudson, Risk Manager

By: _____

Date: _____

Date: _____

**APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL
Natalie E. Reed, County Counsel**

By: _____
William Carroll, Assistant County Counsel

By: _____

Date: _____

Date: _____

By: _____

Date: _____

EXHIBIT A

PROJECT DESCRIPTION AND LOCATION

PROJECT DESCRIPTION:

V. Application Types and Filing Fees (For Reference Only – Fees Will Be Calculated Upon Submittal of Application)

Disclaimers:

1. Application types and filing fees are for reference only—please consult with Planning staff for fees applicable to your project.
2. Fee schedule is not fully accessible—if your screen reader cannot decipher the text, please contact Planning Staff for assistance.

V. APPLICATION TYPES & FILING FEES		Current 01/01/2021	
PLANNING PERMIT FEES - 551650		PLANNING SERVICE FEES (continued) - 550800	
<input type="checkbox"/> Agricultural Preserve (New Contract)	\$ 825	<input type="checkbox"/> Time Extension (Planning Director)	\$ 175
<input type="checkbox"/> Agricultural Preserve (Non-Renewal)	\$ 600	<input type="checkbox"/> Time Extension (Planning Commission)	\$ 300
<input type="checkbox"/> Agricultural Preserve (Contract Amendment)	\$ 825	<input type="checkbox"/> Tent. Parcel Map (Minor < 2 lots)	\$ 975
<input type="checkbox"/> Flood Damage Development Permit	\$ 525	<input type="checkbox"/> Tent. Parcel Map (Major >2 Lots (+ \$10/lot >4 lots)	\$ 1,225
<input type="checkbox"/> Mine Reclamation Plan	\$ 1,100	<input type="checkbox"/> Tent. Subdivision Map (+ \$20 a lot)	\$ 1,250
<input type="checkbox"/> Zone Change (Major)	\$ 1,800	LAND DEVELOPMENT MANUAL	
<input type="checkbox"/> Zone Change (Minor)	\$ 1,175	<input type="checkbox"/> Exception Request	\$ 225
<input type="checkbox"/> Zone Change (Planned Development)	\$ 1,950	<input type="checkbox"/> Erosion Control/Grading Plan Review	\$ 100
<input type="checkbox"/> PD Plan Permit Fee+ \$5/acre over 5 acres)	\$ 100	<input type="checkbox"/> Peer Review/Use of Third Party Consultant	Cost + 10%
<input type="checkbox"/> Use Permit - Administrative	\$ 525	CEQA PROCESSING FEES	
<input type="checkbox"/> Use Permit - Home Occupation (Non-Exempt)	\$ 250	<input type="checkbox"/> Environmental Impact Report (Deposit)	Cost + 10%
<input type="checkbox"/> Use Permit - Home Occupation (Telephone)	\$ -	<input type="checkbox"/> Negative Declaration - Planning Commission	Cost + 10%
<input type="checkbox"/> Use Permit - Ministerially Second Unit	\$ 100	<input type="checkbox"/> Negative Declaration - Planning Director	Cost + 10%
<input type="checkbox"/> Use Permit - Planning Commission	\$ 950	<input type="checkbox"/> Categorical Exemption - Planning Commission	\$ 300
<input type="checkbox"/> Sign	\$ 150	<input type="checkbox"/> Categorical Exemption - Planning Director	\$ 150
<input type="checkbox"/> Variance - Administrative	\$ 525	550800 sub-total	
<input type="checkbox"/> Variance - Planning Commission	\$ 725	CEQA PASS THROUGH COSTS	
551650 sub-total		<input type="checkbox"/> Archeological Review - Separate Check To	\$ 75
<input type="checkbox"/> Preliminary Review (No Charge)	N/A	CSU Chico Research Foundation - CHECK #	
PLANNING SERVICE FEES - 550800		* Dept. of Fish and Game Fees (ND - \$2,968.75 / EIR- \$4,123.50)	
<input type="checkbox"/> Administrative Costs (Estimate Deposit)	Cost/Hour	and County Clerk Fee (\$50) are paid directly to County Clerk	
<input type="checkbox"/> Amendment Fees (Minor + CEQA Fee)	50%	within 5 days after project approval.	
<input type="checkbox"/> Appeal - Commission to Board of Supervisors (1)	\$ 1,250	COUNTY COUNSEL REVIEW(2)	
<input type="checkbox"/> Appeal - Planning Director to Commission	\$ 875	<input type="checkbox"/> Standard Commission or Board Application	\$ 50
<input type="checkbox"/> Boundary Line Adjustment (+\$50 per lot > 2)	\$ 550	sub-total	
<input type="checkbox"/> Certificate of Compliance (+\$50 per lot > 2)	\$ 550	PUBLIC WORKS REVIEW(3)	
<input type="checkbox"/> General Plan Amendments (Major)	\$ 1,675	<input type="checkbox"/> Boundary Line Adjustment	\$ 125
<input type="checkbox"/> General Plan Amendments (Minor)	\$ 1,150	<input type="checkbox"/> Certificate of Compliance	\$ 100
<input type="checkbox"/> Mine Inspection - Annual	\$ 1,400	<input type="checkbox"/> Tentative Parcel Map	\$ 150
<input type="checkbox"/> Peer Review/Consultant Use (Deposit)	Cost + 10%	<input type="checkbox"/> Zone Change	\$ 100
<input type="checkbox"/> Permit Revocation Request (\$950 Deposit)	Cost	<input type="checkbox"/> Use Permit	\$ 100
<input type="checkbox"/> Plan Check - Final Map/Improvement Plans	\$ 175	<input type="checkbox"/> Tentative Subdivision Map	\$ 250
<input type="checkbox"/> Road Name Establish/Change	\$ 650	sub-total	
<input type="checkbox"/> Environmental Health - Land Use Fees (see pg. 5)		TOTAL:	
<input type="checkbox"/> Vested Mining Rights Determination - Fee determined per County Code Section 10-6-1601(z) with deposit.			

Notes:

- (1) A PC appeal is processed through the County Clerk.
- (2) This fee covers the typical review time. For applications that require additional review, the applicants shall pay for the actual costs based on the hourly productive rate.
- (3) Fees cover up to five hours (ten on tentative subdivisions) of engineer review. Applicants shall pay actual costs over five hours (ten on tentative subdivisions) of review.

*Department of Fish & Game fees increase yearly on January 1st.

ENVIRONMENTAL HEALTH REVIEW - COMPLETE _____ INCOMPLETE _____

Land Use Fees

- 1) Subdivision (6 or more parcels) application: \$250.00 per application plus \$50.00 per parcel site review
- 2) Public report renewal/update (per hour): \$100.00 plus \$50.00 per parcel requiring site review
- 3) Parcel map, five (5) or fewer parcels:
 - a) 2 parcels, \$125.00 plus \$50.00 per parcel site review
 - b) 3 parcels, \$180.00 plus \$50.00 per parcel site review
 - c) 4 parcels, \$235.00 plus \$50.00 per parcel site review
 - d) 5 parcels, \$315.00 plus \$50.00 per parcel site review
- 4) Boundary Line Adjustment: \$135.00
 - a) Parcel merger, \$65.00
- 5) Certificate of Compliance: \$65.00 (if onsite evaluation is required, the fee will be the same amount as for a parcel map)
- 6) Planned Unit Development: \$190.00
- 7) Zone Change: \$160.00
- 8) Use Permit (field evaluation): \$135.00
 - a) Organized Camp, \$175.00 plus \$50.00 per hour building inspection
 - b) Second Dwelling Housing/Elderly Housing, \$135.00
- 9) Home Occupation Use Permit: \$65.00
- 10) EIR Review: \$50.00 per hour
- 11) Vacation Rental: \$200.00
- 12) LAFCO/GPA: \$159.00
- 13) Cottage Food Operator Annual Permit (CFO): Class A, \$45.00; Class B, \$105.00
Private water supply requires bacteriological test, \$50.00/year
- 14) Administrative Review: \$65.00

NOTE: For concurrently submitted land use applications which require evaluation of the same information for all of the applications, the application requiring the largest fee shall be assessed the fee as specified in items 1 through 14 and an administrative fee as required by item 14 shall be assessed to the other application(s).