



City of Gilroy
 COMMUNITY DEVELOPMENT DEPARTMENT
 PLANNING DIVISION
 7351 Rosanna Street, Gilroy CA 95020
 (408) 846-0440, main • (408) 846-0429, fax
 www.cityofgilroy.org/planning

File # _____

Encompass # _____

PLANNING APPLICATION

If you require accommodations or assistance to complete this application, due to a disability as defined by the Americans with Disabilities Act, please notify City staff.

1. TYPE OF APPLICATION

- | | | |
|---|---|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Home Occupation Appeal | <input type="checkbox"/> Reasonable Accommodation |
| <input type="checkbox"/> Architectural/Site Remodel | <input type="checkbox"/> Minor Deviation | <input type="checkbox"/> Tentative Map |
| <input type="checkbox"/> Architectural/Site Review | <input type="checkbox"/> Minor Modification | <input type="checkbox"/> Time Extension |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Performance Agreement Review | <input type="checkbox"/> Urban Service Area Amendment |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Variance |
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> RDO Competition | <input type="checkbox"/> Zoning Amendment/Zone Change (circle) |
| | <input type="checkbox"/> RDO Housing Exemption | <input type="checkbox"/> Other: _____ |

2. SUBJECT PROPERTY INFORMATION

Address/Location _____ APN(s) _____

Size (SF/acres) _____ Existing Use(s) _____

Zoning _____ General Plan _____ Is property under Williamson Act Contract? Yes No

3. DEVELOPMENT PROPOSAL INFORMATION (attach additional pages if needed)

Detailed project description _____

Retail Square Footage _____ Office Square Footage _____ Industrial Square Footage _____

Total # market-rate units: _____ Single Family _____ Condominium/Townhouse _____ Apartments _____

Total # affordable units: _____ Single Family _____ Condominium/Townhouse _____ Apartments _____

Is the property a Historic Site? Yes No Is the site located in a Historic District? Yes No

Does this proposal include a RDO (Residential Development Ordinance) request under Gilroy City Code Section 30.50.60(b)(2)(j) or (l)? If so, please clarify the category and number of RDO units requested:

4. PROPERTY OWNER INFORMATION (Signature required unless lawful power of attorney provided.)

Name/Title _____ E-mail _____

Address _____

Home/Office Phone _____ Cell Phone _____

I hereby certify that I am the owner of record of the subject property(ies) described in this application and that I consent to the filing of the action requested herein. All property owners of record must sign the application.

Owner Signature* _____ Date _____

(For multiple property owners, use additional signature blocks, below.)

**Original (wet) signatures required throughout this application form. Copies will not be accepted.*

5. APPLICANT AND DESIGNATED AGENT (Attorney-In-Fact) Designation is required for all applications.

I, _____ (Property Owner), hereby designate _____ (agent) as the Applicant and Attorney-in-Fact for the Property Owner for all purposes of processing this application with the City of Gilroy. As the Attorney-in-Fact, this primary contact person serves as the designated agent responsible for project negotiations with the City, and will coordinate all information with the applicant team.

Owner Signature* _____
(For multiple property owners, use additional signature blocks, below.)

Applicant Primary Contact/Designated Agent (Attorney-in-Fact)

Name/Title _____ E-mail _____

Address _____

Home/Office Phone _____ Cell Phone _____

Signature* _____ Date _____

6. REIMBURSEMENT ACKNOWLEDGEMENT AND AGREEMENT

I, _____, the undersigned hereby authorize the City of Gilroy to process the above-referenced permit application(s) in accordance with fees established by the City Council, which are amended from time to time. I am depositing an initial amount of \$ _____ to pay for City staff review, coordination and processing costs, including necessary technical, consultant and/or attorney services. In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates, which I understand are in the most current fee schedule. I also understand that these costs apply even if the application is withdrawn, not approved, or abandoned pursuant to Gilroy City Code Section 30.51.10(e). I acknowledge and agree to the following terms and conditions expected for full reimbursement, as follows:

- Staff time includes (but is not limited to) time spent by all City of Gilroy staff members, the City Attorney and/or their consultants necessary to process and enforce land use entitlements associated with the Subject Property, identified above.
- I am responsible for all charges associated with processing the land use applications requested. If final costs or processing costs exceed the available deposit, I will receive notification of additional funding, which is payable upon receipt of such notice or invoice, for continued permit processing.
- If I fail to pay invoices within 30 days of billing, the City may either stop processing my permit application(s), or after conducting a hearing, deny my permit request altogether.
- Fees are due and payable within 30 days of notification and/or invoicing, and payment of fees must be current prior to scheduling a hearing or decision.

Owner (signature)* _____ Date _____

Owner (print name) _____ Title (if any) _____

7. Hazardous Waste and Substances Statement (Required by Section 65962.5(f) of the CA Government Code)

Prior to accepting any application for a development project, the City of Gilroy must receive, from the applicant, a signed statement indicating whether or not the project site is identified on the State of California Hazardous Waste and Substances Sites List. This list identifies known sites that have been subject to releases of hazardous chemicals, and is available at <http://www.calepa.ca.gov/SiteCleanup/CorteseList/>. Check the appropriate box, below, and provide any applicable information. **I, the undersigned, have consulted the CalEPA lists and can state the development project and any alternatives proposed in this application:**

is/are NOT contained on the lists compiled pursuant to Government Code Section 65962.5.

is/are contained on the lists compiled pursuant to Government Code Section 65962.5.

If yes, provide Regulatory Identification Number _____ Date of List: _____

Owner (signature)* _____ Date _____

Owner (print name) _____ Title (if any) _____

8. Additional Property Owners (To be completed by each property owner of record.)

Assessor's Parcel Number(s) _____

Name _____ E-mail _____

Address _____

Office Phone _____ Cell Phone _____

I hereby certify that I am the owner of record of the subject property(ies) described in this application and that I consent to the filing of the action requested herein.

Signature* _____ Date _____

Assessor's Parcel Number(s) _____

Name _____ E-mail _____

Address _____

Office Phone _____ Cell Phone _____

I hereby certify that I am the owner of record of the subject property(ies) described in this application and that I consent to the filing of the action requested herein.

Signature* _____ Date _____

Assessor's Parcel Number(s) _____

Name _____ E-mail _____

Address _____

Office Phone _____ Cell Phone _____

I hereby certify that I am the owner of record of the subject property(ies) described in this application and that I consent to the filing of the action requested herein.

Signature* _____ Date _____

Assessor's Parcel Number(s) _____

Name _____ E-mail _____

Address _____

Office Phone _____ Cell Phone _____

I hereby certify that I am the owner of record of the subject property(ies) described in this application and that I consent to the filing of the action requested herein.

Signature* _____ Date _____

PLANNING DIVISION USE ONLY

Date Filed: _____ Fees: _____ Received by: _____

Notes/Comments _____

INDEMNIFICATION AGREEMENT FOR DEVELOPMENT APPLICATIONS

Applicant submitted an application to the City of Gilroy Planning Division on _____, 20____ for the following development approval(s): _____

_____ (the "Project"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby expressly agrees in connection with the processing of Applicant's Project application(s) to each and every one of the following terms and conditions:

1. Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of Gilroy ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:
 - a. Any approvals issued in connection with any of the above described application(s) by City; and/or
 - b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council.

Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.

2. Applicant agrees to indemnify City for all of City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
3. Applicant agrees to defend, indemnify and hold harmless City, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.
4. In the event that Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:
 - a. The counsel to so defend City; and
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements, which approval shall not be unreasonably withheld.

City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If City chooses to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.

5. Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

OWNER:

By: _____ Date: _____
(Signature*)

(Print Name) Its: _____
(Title, if any)

(Street Address) cell phone: _____

(City and ZIP) e-mail: _____