



# GENERAL PLANNING APPLICATION

## APPLICATION FOR

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|--|---|--|
| <input type="checkbox"/> Certificate of Compliance             | <input type="checkbox"/> Exception              | <input type="checkbox"/> Sign Review             |
| <input type="checkbox"/> Pre-Application/Concept Design Review | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Use Permit              |
| <input type="checkbox"/> Design Review                         | <input type="checkbox"/> Lot Line Adjustment    | <input type="checkbox"/> Variance                |
| <input type="checkbox"/> Development Agreement                 | <input type="checkbox"/> Subdivision/Tent. Map  | <input type="checkbox"/> Zone Change/Planned Dev |
| <input type="checkbox"/> Environmental Review                  | <input type="checkbox"/> Sign Program/Amendment | <input type="checkbox"/> Other                   |

## REVIEW/HEARING BODIES

- Design Review Board  
  Staff/Administration  
  Zoning Administrator  
  Planning Commission  
  City Council

## APPLICATION FOR

STREET ADDRESS: \_\_\_\_\_ ASSESSOR'S PARCEL NO(S): \_\_\_\_\_

PRESENT USE OF PROPERTY: \_\_\_\_\_ EXISTING ZONING/ GENERAL PLAN DESIGNATION: \_\_\_\_\_

## APPLICANT INFORMATION

PROPERTY OWNER NAME: \_\_\_\_\_ TELEPHONE/FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CITY/ZIP: \_\_\_\_\_

AUTHORIZED AGENT/APPLICANT NAME: \_\_\_\_\_ TELEPHONE/FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CITY/ZIP: \_\_\_\_\_

CONTACT (if different from above): \_\_\_\_\_ TELEPHONE/ EMAIL: \_\_\_\_\_

## DETAILED DESCRIPTION OF PROJECT

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## DO NOT WRITE BELOW THIS LINE: See Conditions of Application on Reverse

### FILL OUT UPON RECEIPT

APPLICATION DATE: \_\_\_\_\_  
 RECEIVED BY: \_\_\_\_\_ FEES: \$ \_\_\_\_\_  
 STAFF PERSON: \_\_\_\_\_  
 COMPLETENESS DATE: \_\_\_\_\_  
 CEQA ASSMT: \_\_\_\_\_ DATE: \_\_\_\_\_

### ACTION BY:

STAFF: _____	DATE: _____
ZA: _____	DATE: _____
PC: _____	DATE: _____
CC: _____	DATE: _____
CDD: _____	DATE: _____

**Project No(s).** \_\_\_\_\_

**CONDITIONS OF APPLICATION**

- 1) All materials submitted in conjunction with this form shall be considered a part of this application.
- 2) This application will not be considered filed and processing may not be initiated until the Planning Division determines that the submittal is complete with all necessary information and is "accepted as complete." The City will notify the applicant of all application deficiencies no later than 30 days following application submittal.
- 3) The property owner authorizes the listed authorized agent(s)/contact(s) to appear before the City Council, Planning Commission, Design Review Board and Zoning Administrator and to file applications, plans, and other information on the owner's behalf.
- 4) The Owner shall inform the Planning Division in writing of any changes.
- 5) **INDEMNIFICATION:** As a condition of this application, applicant agrees to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities ("indemnities"), the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of any environmental document which accompanies it. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the applicant, third parties and the indemnities, 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 indemnities.

In the event that any claim, action or proceeding as described above is brought, the City shall promptly notify the applicant of any such claim, action or proceeding, and the City will cooperate fully in the defense of such claim, action, or proceeding. In the event the applicant is required to defend the City in connection with any said claim, action or proceeding, the City shall retain the right to (1) approve the counsel to so defend the City, (2) approve all significant decisions concerning the manner in which the defense is conducted, and (3) approve any and all settlements, which approval shall not be unreasonably withheld. Nothing herein shall prohibit the City from participating in the defense of any claim, action or proceeding, provided that if the City chooses to have counsel of its own to defend any claim, action or proceeding where applicant already has retained counsel to defend the City in such matters, the fees and the expenses of the counsel selected by the City shall be paid by the City.

- 6) **ATTORNEY'S EXPENSES COST REIMBURSEMENT:** As a condition of this application, applicant agrees to be responsible for the payment of all City Attorney expenses and costs, both for City staff attorneys and outside attorney consultants retained by the City, associated with the reviewing, process and implementing of the land use approval and related conditions of such approval. City Attorney expenses shall be based on the rates established from time to time by the City Finance Director to cover staff attorney salaries, benefits, and overhead, plus the actual fees and expenses of any attorney consultants retained by the City. Applicant shall reimburse City for City Attorney expenses and costs within 30 days following billing or same by the City.
- 7) **RECOVERY OF ATTORNEY'S FEES BY PREVAILING PARTY:** In any action brought to enforce the applicant's obligations, including the Indemnification and Attorneys' Expenses Cost Reimbursement conditions set forth above, the prevailing party shall be entitled to an award of reasonable litigation costs, including attorneys' fees and costs.
- 8) **COST BASED FEE SYSTEM (not applicable to flat fee applications):** Applicant agrees to pay to the City all incurred costs, both direct and indirect, including State-mandated costs, associated with review and processing of the accompanying application for land use approval(s), even if the application is withdrawn or not approved.

Reimbursable costs include all staff and overhead costs as established in the City's adopted Cost Recovery Fee Program Master Fee Schedule, as well as the cost of required professional consultants to assist in environmental, engineering or legal review.

If expenditures exceed 75% of the deposit amount required by the Cost Recovery Fee Program, additional deposits will be requested. Applicant understands and agrees that nonpayment of deposit requests within the time period specified in the request shall be deemed a withdrawal of the application. Any unexpended funds will be refunded by the City after completion of application processing.

I have read and agree with all of the above. I declare under penalty of perjury that the information contained in this application is true and correct to the best of my knowledge.

**Property Owner:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Authorized Agent/Applicant:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**NOTICE TO APPLICANT**

**OF EXISTING CONDITIONS WITHIN SAN RAFAEL  
AFFECTING APPROVAL OF DEVELOPMENT PROJECTS**

Property owner/applicant or designated authorized representative does hereby acknowledge and understand that City Council Resolution No. 14276 adopted on February 6, 2017 states that the Council has directed applicants be advised as to the following.

Property owner/applicant or designated authorized representative acknowledges being advised that the City of San Rafael is currently in the process of preparing for adoption of a new "General Plan 2040". At the time of initiating this application or continuing to process this application, neither the public hearings nor the formal adoption process for General Plan 2040 has been completed.

Property owner/applicant or designated authorized representative acknowledges and understands that General Plan amendments may be adopted by City during the processing of this application, which may directly affect the proposed project and which potentially could result in a denial of this application or in Property owner/applicant's inability to construct the proposed development project.

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner/Applicant or Designated Representative

\_\_\_\_\_  
Witness