



# CITY OF PLYMOUTH

9426 Main Street  
 Plymouth, CA 95669  
 (209) 245-6941

For City Use Only	
Project No:	_____
Date submitted:	_____
Rec'd by:	_____
Fee:	_____

## General Planning Application

**Application Types (Please indicate all of the planning applications you wish to apply for.)**

<input type="checkbox"/> Sign Permit
<input type="checkbox"/> Design Review (Major or Minor)
<input type="checkbox"/> Conditional/Administrative Use Permit
<input type="checkbox"/> Rezone
<input type="checkbox"/> Variance
<input type="checkbox"/> Parcel Map (1-4 Lots)

<input type="checkbox"/> Tentative Subdivision Map (5+ Lots)
<input type="checkbox"/> Boundary Line Adjustment
<input type="checkbox"/> Development Agreement
<input type="checkbox"/> General Plan Amendment
<input type="checkbox"/> Adjustments
<input type="checkbox"/> Other: _____

*Please see the Submittal Requirements (provided separately) for a list of information that must be submitted with various application types.*

### Project Location

Project Address				
Assessor Parcel Number				
Total Area (acres or square feet)				
Zoning	Existing		Proposed (if applicable)	
General Plan Designation	Existing		Proposed (if Applicable)	

### Project Description

Project Name	
Project Description and Purpose of the Project	
Present Use	
Proposed Use	
New Commercial or Industrial Square Footage	
New Residential Dwellings	
Dwelling Unit Type	
Total Number of Lots	
Was a Pre-Application Review Done for this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Applicant Information				
Name				
Mailing Address				
City		State		ZIP
Email				Phone

Agent Information				
Name				
Mailing Address				
City		State		ZIP
Email				Phone

Property Owner Information				
Name				
Mailing Address				
City		State		ZIP
Email				Phone

Contact List			
<i>Please list the name(s) and email addresses for each additional party who should receive a copy of all correspondence with the City and a copy of the Staff Report prior to Public Hearings. Copies will be sent electronically.</i>			
Name		Email	
Name		Email	
Name		Email	
Name		Email	

**Consolidated Review**

Where a proposal involves more than one planning permit or entitlement for the same property, the application shall be reviewed and approved, conditionally approved, or denied by the highest approving authority. For example, a Conditional Use Permit and Major Design Review are both decided by the Planning Commission. However, when combined with a Zoning Amendment request that requires City Council decision, the Planning Commission will provide a recommendation for the City Council to make the final decision on all permits or entitlements together.

**Pre-Application Review**

Applicants applying for entitlements that will go to the Planning Commission or City Council (Major Design Review, Conditional Use Permit, Amendments) are encouraged to have a pre-application conference to familiarize themselves with the General Plan, Zoning Code, and any other applicable codes. Please contact the City Planner in the Planning Department at (209) 245-6941. Staff is also available for assistance at 9426 Main Street, Plymouth.

**Note Regarding Deposits**

Applicants should review the current City of Plymouth Master Fee and Service Charge Schedule and consult with Planning staff prior to filling out this application. In nearly all cases, application deposits paid at the time of submittal cover the cost of initial review and additional funds will likely be requested to cover actual costs to review and process the project.

For projects/approvals as part of the application review, the City may request an additional deposit to cover anticipated processing costs prior to the application being deemed complete.

**Owner's/Applicant's Notice of Financial Responsibility**

The applicant acknowledges and agrees that the deposits paid may not be adequate to fully reimburse the City for costs incurred in connection with the application process and that the applicant may be requested by City to make further deposits of funds. If such request is not satisfied, the City may cease processing this application and the related project and will record the failure to make the requested deposit as the applicant's request to cease processing the application. The advance of funds shall not be dependent upon the City's approval or disapproval of the application and shall in no way influence or provide any expectation as to the results, approval, or selection of an alternative for the project or application. \_\_\_\_\_(initial, owner) \_\_\_\_\_(initial, applicant)

For projects that involve filing a Final Subdivision Map or for which the costs are expected to exceed \$2,500, the applicant will be required to enter into a reimbursement agreement with the City prior to the application being deemed complete.

**Agreement and Representations of Applicant and Property Owner**

This application is not complete, and processing of this application will not begin until all initials and signatures are provided.

1. The applicant(s) acknowledges and agrees by making this application, and under the authority of Government Code Section 65105, that in the performance of their functions, City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations, and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. \_\_\_\_\_(initial)
2. The applicant(s) certifies under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), corporate officer(s) empowered to sign for the corporation, owner's legal agent having power of attorney (a notarized power of attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner). \_\_\_\_\_(initial)
3. The applicant(s) acknowledges and agrees that all of the required items have been included and understands that missing items may result in a delay in application processing. The applicant(s) further acknowledges and agrees that by signing this document, it they accept the posting of public notices regarding the proposed project at the project site and agree to pay all related costs. \_\_\_\_\_(initial)
4. The applicant(s) agree to defend, indemnify, and hold harmless the City of Plymouth ("City") and its agents, officers, consultants, independent contractors, and employees ("City's Agents") from any and all claims, actions, or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the project (collectively "Claim"). The City shall promptly notify the applicant of any Claim, and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any Claim or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim, and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation, and costs for that independent defense. The applicant(s) may agree to reimburse the City for attorney's fees, expenses of litigation, and costs for that independent defense. Should the City decide to independently defend any Claim, the applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the applicant.  
\_\_\_\_\_ (initial)
5. The applicant(s) acknowledge and agree that this application sets forth all covenants, promises, conditions, and understandings between the parties regarding the advance of funds and the uses thereof, and there are no promises, conditions, or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change, or addition to this application form shall be binding

upon the City unless reduced to writing and signed by the City Manager or his/her designee. No course of conduct shall be binding upon the City, and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppels.

\_\_\_\_\_ (initial)

- 6. No employee, agent, independent contractor, or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application, and the applicant(s) acknowledges and agrees that it/they have not relied upon any promises, representations, conditions, or understandings other than those set forth in this application. \_\_\_\_\_ (initial)
- 7. This application, including all attachments and submittals, shall be a public record. \_\_\_\_\_ (Initial)
- 8. This application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this application, the City can request the use of arbitration to settle the dispute. In the event that arbitration is not used, the venue for any legal action shall be with the appropriate court in the County of Amador, State of California. Should legal proceedings of any type arise out of this agreement, the prevailing party shall be entitled to costs, attorney’s fees, and legal expenses, including but not limited to expert fees and costs. \_\_\_\_\_ (initial)
- 9. Owner’s Authorization (if the applicant is not the owner of record): I authorize the applicant to file this application and to represent me on all matters concerning the application by signing the application below (if there are more than one owners, each owner must sign this page).

IT IS SO AGREED:

<b>Applicant Signature</b>		<b>Date</b>	
<b>Property Owner Signature</b>		<b>Date</b>	
<b>Property Owner Signature</b>		<b>Date</b>	
<b>Property Owner Signature</b>		<b>Date</b>	

**Architect and Engineer Declaration**

Upon submission of official architectural and/or engineering plans or drawings, the City requests that you also provide a Site Map and/or Massing Diagram, as defined in California Government Code section 65103.5, to facilitate the public review process and to allow copying for the public. Architect/Engineer hereby acknowledges that a failure to provide a Site Map and/or Massing Diagram allows the City to copy submitted plans or drawings to facilitate public review.

<b>Architect or Designer Name</b>			
<b>Architect Signature</b>		<b>Date</b>	
<b>Engineer Name</b>			
<b>Engineer Signature</b>		<b>Date</b>	