

COMMUNITY DEVELOPMENT DEPARTMENT

Business Hours: 8:00 am to 5:00 pm (Monday through Friday) Closed 12:00 pm to 1:00 pm

TIME EXTENSION

APPLICATION PROCESS

STEP 1 <u>INITIAL CONSULTATION</u>

Applicants are encouraged to consult with Community Development Department staff prior to submittal of an application. Applications for Time Extensions may be initiated by the property owner or the property owner's authorized agent. The Time Extension application shall be submitted to the Community Development Department prior to the expiration date of the original development application. A fee, as specified by resolution of the Board of Supervisors, shall be required (Development Title Section 9-881.2). Unless otherwise specified, extension of the expiration of a Major or Minor Subdivision may be granted for a period or periods not to exceed (6) years (Development Title 9-881.4[b]), and extensions for all other development applications may be granted for a period or periods not to exceed one (1) year (Development Title 9-881.4[c]).

STEP 2 APPLICATION SUBMITTAL

FEE A list of current fees is available at the Community Development Department (Planning Counter)

and on the Community Development Department website. The following forms of payment are accepted: cash, credit card (processing fee of \$1.35 or 2.29% [whichever is greater] applies), debit card (processing fee of \$1.35 applies) and check (made payable to San Joaquin County

Treasurer).

FORM One (1) copy of the completed application signed by the property owner or the property owner's

authorized agent (Development Title Section 9-881.2)

APPLICATION The Community Development Department will review the application for completion. Pursuant to COMPLETE Government Code §65943; 14 California Code of Regulations §§ 15060(a), 1510, the Community

Development Department will notify the applicant in writing within 30 days from the date of

submittal whether the application is deemed complete for processing.

STEP 3 APPLICATION PROCESSING

CEQA The Community Development Department will determine if the project is subject to the California

Environmental Quality Act (CEQA), and process the applicable environmental document accordingly. Processing times may vary depending on the applicable level of environmental

review.

REVIEW Applications for Time Extensions shall be reviewed and acted upon by the Review Authority that

approved the original development application.

ACTION The Review Authority shall approve or deny the Time Extension application.

APPEAL Unless otherwise specified, the Staff's determination may be appealed to the Planning

Commission. Planning Commission's determination may be appealed to the Board of

Supervisors. Board of Supervisor's determinations are final.

STEP 4 CONDITIONS AND ADDITIONAL PERMITS

ADDITIONAL PERMITS

Approved projects may be subject to additional permitting requirements.

NOTICE

OF DETERMINATION A Notice of Determination for approved development projects subject to CEQA shall be filed by the

Community Development Department within five (5) working days of project approval. A fee, as determined by the Department of Fish and Wildlife, shall be required prior to filing. (Public Resource

Code § 15075)

For current fees visit: https://www.wildlife.ca.gov/Conservation/CEQA/Fees





COMMUNITY DEVELOPMENT DEPARTMENT TIME EXTENSION

Greatness grows here.	FILE NUMBER:			
Applicant Information				
Name:				
Mailing Address:				
Phone:				
Email:				
Time Extension Request (Attach additional sheets as necessary)				
Permit Number:				
Time extension requested:				
Reason for the Time Extension request (include circumstances that have prevented the proje	ct from proceeding on schedule):			

Staff Use Only			
Remarks:		Expiration date:	
Date extension filed:	Application accepted by:	Receipt No:	



COMMUNITY DEVELOPMENT DEPARTMENT TIME EXTENSION

FILE NUMBER:

AUTHORIZATION SIGNATURES

ONLY THE OWNER OF THE PROPERTY OR AN AUTHORIZED AGENT MAY FILE AN APPLICATION.

I, the Owner/Applicant/Agent agrees to indemnify, defend (with counsel reasonably approved by County), and hold harmless the County and its officers, officials, employees, agents, boards, and commissions (collectively "County") as follows:

1. INDEMNITY:

- **A.** From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, judgments and/or liabilities arising out of, related to, or in connection with the application and applied for project or to attack, set aside, void, or annul, in whole or in part, an approval of the applied for project by the County, the adoption of environmental review documents related to the applied for project, and any related development approvals or project conditions for the applied for project (hereinafter "Claim");
- **B.** For any and all costs and expenses incurred by the County on account of any Claim, except where such indemnification is prohibited by law, including but not limited to damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, private attorney general fees claimed by or awarded to any party against the County, and the County's costs incurred in preparing an administrative record which are not paid by the petitioner.
 - C. Except as to the County's sole negligence or willful misconduct.

2. Defense:

- **A.** The County may participate or direct the defense of any Claim. The County's actions in defense of any claim shall not relieve me of any obligation to indemnify, defend, and hold harmless the County.
- **B.** In the event of a disagreement between County and me regarding defense of any Claim, the County shall have the authority to control the litigation and make litigation decisions, including, but not limited to, the manner in which the defense is conducted.
- **C.** If the County reasonably determines that having common counsel presents such counsel with a conflict of interest, or if I fail to promptly assume the defense of any Claim or to promptly employ counsel reasonably satisfactory to the County, then County may utilize the Office of the County Counsel or employ separate outside counsel to represent or defend the County, and I shall pay the reasonable attorneys' fees and costs of such counsel.
- I, further, certify under penalty of perjury that I am (check one):

Legal property owner (owner includes partner, trustee, trustor, or corporate officer) of the property(s) involved in this application, or

Legal agent (attach proof of the owner's consent to the application of the properties involved in this application) and have been authorized to file on their behalf, and that the foregoing application statements are true and correct.

Print Name:	Signature:	Date:
Print Name:	Signature:	Date:
Print Name:	Signature:	Date:
Print Name:	Signature:	Date: