



## **APPLICATION PROCESS**

### **STEP 1**

#### **CHECK WITH STAFF**

Development Services Staff will explain the requirements and procedures to you. Requests for a Zoning Administrator's Determination must be filed prior to Staff's action or preparation of a report to the Planning Commission. Generally, an appeal must be filed within 10 days of Staff's action.

### **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). Requests filed with the submittal of another related application do not require a fee.

**FORM** One (1) copy of the completed application information forms (attached) which all owners must sign, if not part of another application.

**APPLICATION COMPLETE** Staff will check your application. (Your application cannot be processed until it is complete.)

### **STEP 3**

#### **APPLICATION PROCESSING**

**ACTION** Staff will review the request and forward it to the Zoning Administrator. The Zoning Administrator will make a determination or a recommendation to the Planning Commission.

**FINAL ACTION** The Zoning Administrator's action is final unless forwarded to the Planning Commission. Staff will send you the results of the final action.



SAN JOAQUIN  
— COUNTY —

*Greatness grows here.*





**Staff Use Only**

Staff's comments and recommendations to the Zoning Administrator:

Request Accepted by:

Date:

Fee:

Receipt No.:

**Zoning Administrator's Signature**

Signature:

Date:

Approved

Denied

Approved w/ Changes

Forward to Planning Commission and/or Board of Supervisors

Remarks:



**LEVINE ACT**

Effective January 1, 2023, California Political Reform Act of 1974, Government Code § 84308, known as the Levine Act, prohibits any San Joaquin County Board of Supervisor member from participating in any agenda item involving a discretionary land use permit or other entitlements if the Board member has received any political contributions from the owner, applicant, or agent for the owner or applicant totaling more than \$250 in the 12 months before the decision (but not before January 1, 2023) and for the 12 months following the decision. The Act also prohibits an owner, applicant, or agent for the owner or applicant from making a contribution of more than \$250 to a member of the Board of Supervisors while the item is pending and for the 12 months following the date a final decision is rendered.

I have read and understand that this application is subject to these provisions:

\_\_\_\_\_ Initial

\_\_\_\_\_ Date

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