



CITY OF MODESTO

Community and Economic Development Department/Planning Division
1010 Tenth Street, Suite 3300 Modesto, CA 95353
(209) 577-5267
planning@modestogov.com

Uniform Application

Note: In order for Applications to be deemed complete under Section 65943 of the Government Code, the following items must be provided:

1. Completed Uniform Application
2. Completed Environmental Information Form **if applicable**
3. Completed Financial interest Disclosure form **if applicable**
4. Completed Levine Act Disclosure form
5. Development Plans as required by Submittal Requirements –
<http://modestogov.com/1561/Planning-Forms-and-Applications>
6. Appropriate Filing Fee - <http://modestogov.com/1561/Planning-Forms-and-Applications>

GENERAL REQUIREMENTS (Print or Type)

**** Property Owner Name:**

(staff use only)

Address:

File No.:

Telephone No.:

Trak-it
Case No.:

E-mail Address:

Date:

**** Applicant Name:**

Rec'd by:

Address:

Telephone No.:

E-mail Address:

Applicant's Representative Name:

Address:

Telephone No.:

E-Mail Address:

**** Note:** If the applicant is not the property owner, the property owner shall designate the applicant as the authorized agent to act on his or her behalf and both shall sign this application.

TYPE OF APPLICATION (check all that apply)

- | | | |
|--|--|---|
| ☐ Annexation ¹ | ☐ Mills Act Contract | ☐ Rezone |
| ☐ Conditional Use Permit | ☐ P-D Zone Amendment (a) ⁴ | ☐ Specific Plan ⁵ |
| ☐ Development Agreement | ☐ P-D Zone Amendment (b) ³ | ☐ Specific Plan Amendment ⁵ |
| ☐ Final Development Plan | ☐ Planned Development Zone | ☐ Street or Alley Abandonment |
| ☐ General Plan Amendment ² | ☐ Precise Plan | ☐ Tentative Parcel Map |
| ☐ Historic Alteration or Demolition | ☐ Precise Plan Amendment | ☐ Tentative Subdivision Map |
| ☐ Landmark Designation | ☐ Removal from Eligible Properties List | ☐ Variance ⁶ |

¹ Refer to Supplemental Checklist for Annexation Applications

² Refer to Section II.C.4 of the Modesto Urban Area General Plan regarding General Plan Amendment procedures

³ Pursuant to Section 10-7.108 (b) Amendment involves changes in conditions of approval or site redesign

⁴ Pursuant to Section 10-7.108 (a) Amendment involves change in use or significant site redesign

⁵ Refer to Specific Plan Procedures & Preparation Guide regarding Specific Plan submittal requirements

⁶ Refer to Supplemental Questionnaire for Variance Applications

PROJECT DESCRIPTION (attach additional sheets if necessary)

Description and purpose of proposal:

PROJECT LOCATION

General Location/Address of Project:

Assessor's Parcel No(s):

Precise Legal Description (Attach. Required for the following: Rezoning, Annexation, Street or Alley Abandonment):

Current Zoning:

Proposed Zoning (if applicable):

Current General Plan Designation:

Proposed General Plan Designation (if applicable):

Existing Use of Property:

Description of Surrounding Uses:

**NON-RESIDENTIAL PROJECTS
OFFICE/RETAIL/INDUSTRIAL/INSTITUTIONAL
PROJECT SUMMARY TABLE**

SITE AREA DISTRIBUTION

Site Area: Gross acres: _____ Net acres: _____

Proposed Phasing: _____

Building Area: Existing Structures: _____ sq. ft. New Structures: _____ sq. ft.

Height: _____ ft. Number of Floors: _____

For **Commercial** Developments:

Market/service area: ☐ Professional Office ☐ Medical Office ☐ Retail/Restaurant
Square footage: _____

For **Industrial** Developments:

Use: ☐ Warehouse/distribution ☐ Manufacturing ☐ Multi-tenant ☐ Other
Square footage: _____ Estimated employees per shift: _____

For **Institutional** Developments:

Use/function: _____
Estimated employees per shift: _____
Estimated number of occupants: _____

PARKING

Type of Use	Parking Ratio	# Spaces Required	# Spaces Provided
TOTALS			

Attach separate sheet(s) if necessary to provide complete Land Use/Unit/Density/Area/Parking breakdown.

RESIDENTIAL

PROJECT SUMMARY TABLE *(if applicable)*

PROJECT AREA

Site Area: Gross acres: _____ Net acres: _____

No. Phases: _____

DWELLING UNITS (based on net acres)	Number	Net Density
Single Family Detached		
Single Family Attached		
Multi-Family/Condominium		
Studio		
One Bedroom		
Two Bedroom		
Three Bedroom		
Four or more Bedrooms		
TOTAL		

AREA DISTRIBUTION (based on net area)	Acres/Sq. ft.	% of Net Area
Building Coverage		
Common Open Space		
Private Open Space (per unit)		N/A

PARKING	Parking Ratio	# of Units	Spaces Req'd	Spaces Provided
Single-Family Detached				
Single-Family Attached				
Multi-family/Condominium				
TOTAL				

Attach separate sheet(s) if necessary to provide complete Land Use/Unit/Density/Area/Parking breakdown.

PROJECT LOCATION LETTER OF AUTHORIZATION

AFFIDAVIT

If property owner is a trust, partnership, LLC, the signature shall be a corporate officer. Attach additional sheets if necessary.

I, _____, hereby certify that I am the applicant in the foregoing application, that I have read the foregoing application and know the content thereof and state that the same is true and correct to the best of my knowledge.

Applicant (signature & date)

Applicant (print name)

I, _____, hereby certify that I am the owner (if other than the applicant) of real property involved in this application, do hereby consent to the filing of this application. Attach separate sheets if multiple property owners.

Owner (signature & date)

Owner (print name)

In accordance with the requirements of Title II of the Americans with Disabilities Act ("ADA") of 1990, the Fair Employment & Housing Act ("FEHA"), the Rehabilitation Act of 1973 (as amended), Government Code section 11135 and other applicable codes, the City of Modesto ("City") will not discriminate against individuals on the basis of disability in the City's services, programs, or activities. For more information, please visit the City of Modesto website: <https://www.modestogov.com/865/Americans-with-Disabilities-Act-ADA>.

The property owner, developer and applicant ("Applicant") and their heirs, successors, and assigns shall, at its sole cost and expense, indemnify, defend with counsel selected by the City, protect, release, and hold harmless the City, its officers, employees, commissions, and agents, from any and all claims, actions, or proceedings arising out of or in any way relating to the Applicant's project. This indemnification shall include, but not be limited to, suits, damages, judgments, costs, expenses, liens, levies, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the Applicant, third parties and the indemnitees, arising out of or in connection with the approval of this Project, whether or not there is concurrent, passive, or active negligence on the part of the indemnitees. Nothing herein shall prohibit the City from participating in the defense of any claim, action, or proceeding. The City may select its own legal counsel and the Applicant agrees to pay directly, or timely reimburse on a monthly basis, the City for all such court costs, attorney fees, and time referenced herein.

City of Modesto

Indemnification and Hold Harmless Agreement

The property owner, developer and applicant (collectively, the "Applicant"), together with any and all additional signatories to this agreement and their respective heirs, successors, and assigns shall, at its sole cost and expense, indemnify, defend with counsel selected by the City, protect, release, and hold harmless the City, its officers, employees, commissions, and agents, from any and all claims, actions, or proceedings arising out of or in any way relating to the Applicant's project. This indemnification shall include, but not be limited to, suits, damages, judgments, costs, expenses, liens, levies, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the Applicant, third parties, and the indemnitees, arising out of or in connection with the approval of this project, whether or not there is concurrent, passive, or active negligence on the part of the indemnitees. Nothing herein shall prohibit the City from participating in the defense of any claim, action, or proceeding. The City may select its own legal counsel and the Applicant agrees to pay directly, or timely reimburse on a monthly basis, the City for all such court costs, attorney fees, and time referenced herein.

Execution of Agreement: The agreement shall only be executed by an authorized representative of the Applicant. The person(s) executing this agreement represent that they are authorized to enter into this agreement on behalf of the Applicant. If more than one person or entity is named as Applicant for the proposed project, all such persons or entities must sign as indicated below.

Project Name: _____

Site Address: _____

Applicant Signature

Date

Print Name: _____

Title: _____

Property Owner Signature (*If different than applicant*)

Date

Print Name: _____

Title: _____

Additional applicants:

Applicant (2)

Date: _____

Print Name: _____

Title: _____

Applicant (3)

Date: _____

Print Name: _____

Title: _____