

CITY OF JACKSON
APPLICATION FOR VARIANCE

I, _____ do make application for a VARIANCE of the provisions of the City of Jackson Development Code to permit:

at the following address: _____

Assessor's Parcel Number: _____

NOTE: The law requires that the Planning makes the following findings in accordance with Development Code Section 17.82.030 – Findings and Decision, the following findings must be made for approval of the requested variance:

1. There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this Development Code deprives the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts;
2. The Variance authorized does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and in the same zoning district;
3. The approval of the Variance is in compliance with the requirements of the California Environmental Quality Act (CEQA) and there would be no potential significant adverse effects upon environmental quality and natural resources that could not be properly mitigated and monitored, unless a Statement of Overriding Considerations is adopted;
4. Granting the Variance:
 - a. Does not allow a use or activity which is not otherwise expressly allowed in the applicable zoning district;
 - b. Would not be detrimental to the public health, safety, or welfare, or injurious to the property or improvements in the vicinity and zoning district in which the property is located; and

c. Is consistent with the General Plan and any applicable Specific Plan.

5. The Variance is the minimum departure from the requirements of this Development Code necessary to grant relief to the applicant, consistent with 1 and 2, above.

Considering the above findings that must be made by the Planning Commission, this application is supported by the following facts:

It is understood that any permit issued pursuant to this application will not grant any right or privilege to use any building or land contrary to the provisions of law or of any ordinance governing the use of the aforesaid building or land will be complied with whether specified herein or not.

I attest under penalty of perjury to the truth and correctness of all facts, exhibits, maps, and attachments presented with and made a part of this application.

Signed: _____
Property Owner Date

(A property owner's representative can sign if the property owner provides a consent letter)

Property Owner:	Applicant Representative:
NAME: _____	_____
ADDRESS: _____	_____
CITY: _____	_____
PHONE: _____	_____
EMAIL: _____	_____

Application Reimbursement Agreement

I (we) acknowledge and agree that the application deposit paid herewith may not be adequate to fully reimburse the City of Jackson ("City") for costs incurred in connection with processing the permit/entitlement described below ("Project"). I (we), the Applicant(s)/Property Owner(s) acknowledge that the City will invoice for additional costs incurred in connection with the processing of the Project. The deposit collected will be applied to the final invoice associated with processing the Project. Any outstanding invoices are considered to be the responsibility of the Applicant(s) and Property Owner(s). Furthermore, I (we) acknowledge that the City contracts with third parties, including, but not limited to, City Planner, City Engineer, and City Attorney, to process the Project. In doing so, the Applicant(s)/Property Owner(s) will be responsible for costs incurred by the third party contractor. Signing below is acknowledgement of the above, including responsibility to pay all costs incurred with processing the application described below. The prevailing party in any litigation regarding a breach of this agreement may recover its attorneys' fees and costs.

In addition, the Applicant(s)/Property Owner(s) acknowledge and understand that this agreement does not guarantee approval of their Project. The City retains full and complete discretion to process, approve, modify or deny the Project as provided by applicable law. Moreover, if City approves the Project, the Applicant(s)/Property Owner(s) shall indemnify, defend and hold harmless, the City, its officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney fees, costs and expenses of whatsoever kind or nature, at any time arising, in connection with any legal challenges or appeals associated with such approval. The Applicant(s)/Property Owner(s)' liability for indemnity under this agreement shall apply regardless of fault, to any acts or omissions, or negligent conduct, whether active or passive, on the part of City, its officers, employees, agents or assigns. The Applicant(s)/Property Owner(s) shall, at its expense and using counsel approved by City, defend any action, suit or proceeding arising hereunder and shall reimburse and pay City for loss, cost, damage or expense (including the cost of its attorneys) suffered by City hereunder.

Project Name: _____

Application Type/Number: _____

Fee Type and Deposit Amount Paid: _____

Applicant(s)/Property Owner(s) Billing Address: _____

Applicant/Property Owner Signature

Date

Applicant/Property Owner Signature

Date