

Planning Application



Community Development Department
 39550 Liberty Street, P.O. Box 5006, Fremont, CA 94537-5006
 510 494-4440 information | 510 494-4443 appointments

For Finance Staff Use Only

Case Number: _____

Work Order Number: _____

PART I

APPLICANT - PLEASE PRINT CLEARLY AND FILL IN ALL APPLICABLE SECTIONS

Total Deposit Fee: \$ _____

Project Name: _____
(one letter per box)

Project Site Address: _____

APN _____

APN _____

APN _____

APN _____

Project Description(Attach additional sheets if needed): _____

APPLICANT: Name and mailing address of person requesting the filing of this application.

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone #: (____) _____ Fremont Tax ID: _____

E-Mail Address: _____

SIGNATURE: _____

MAIN CONTACT PERSON: Person to be contacted other than applicant regarding this application

Architect

Engineer

Tenant

Other _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone #: (____) _____ Fremont Tax ID: _____

E-Mail Address: _____

PROPERTY OWNER AUTHORIZATION:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone #: (____) _____ Fremont Tax ID: _____

E-Mail Address: _____

Upon three days prior notice by City of Fremont staff, I shall provide access to the subject site for City officials, staff, their agents, and consultants for the purpose of planning and development application review and inspection. Myself or my agent may accompany such persons while they access the site. If I fail to respond to a request for access within three days, City officials, staff, their agents and consultants are authorized to enter onto the site for such review and inspection.

CHOOSE ONE:

- I am the sole owner and hereby authorize the filing of this application
- I own the project site jointly with one or more persons and am empowered to authorize the filing of this application on behalf of my fellow property owners; or,
- I own the project site in conjunction with one or more persons who are listed with their acknowledgement and authorization for the filing of this application attached for additional property owner authorization/acknowledgements.

SIGNATURE: _____

STAFF USE ONLY		
<p>ADMINISTRATION</p> <p><input type="checkbox"/> Preliminary Review Procedure \$10,000</p> <p><input type="checkbox"/> Pre-Application \$2,000</p> <p>DESIGN REVIEW</p> <p>Discretionary</p> <p><input type="checkbox"/> Zoning Administrator \$20,000</p> <p><input type="checkbox"/> Planning Commission \$20,000</p> <p>Ministerial</p> <p><input type="checkbox"/> Minor \$4,000</p> <p><input type="checkbox"/> Limited \$3,120</p> <p><input type="checkbox"/> Wireless \$500</p> <p><input type="checkbox"/> Second Story \$1,400</p> <p><input type="checkbox"/> HARB \$7,500</p> <p><input type="checkbox"/> Conformance Review \$8,000</p> <p>USE</p> <p>Conditional Use Permit</p> <p><input type="checkbox"/> New \$7,000</p> <p><input type="checkbox"/> Amend/Extension \$6,000</p> <p>Zoning Administrator Permit</p> <p><input type="checkbox"/> New \$4,600</p> <p><input type="checkbox"/> Amend/Extension \$2,100</p> <p>REZONING</p> <p>Planned District</p> <p><input type="checkbox"/> Preliminary or Precise \$12,500</p> <p><input type="checkbox"/> Preliminary and Precise \$25,000</p> <p><input type="checkbox"/> Amendment \$9,360</p> <p><input type="checkbox"/> Rezoning \$10,000</p> <p>SPECIAL PLANNING AREAS</p> <p>Warm Springs Innovation District</p> <p><input type="checkbox"/> Master Plan, 5-15 Acres \$12,500</p> <p><input type="checkbox"/> Master Plan, >15 Acres \$25,000</p>	<p>FINDINGS</p> <p><input type="checkbox"/> Modifications of Zoning Standards \$7,500</p> <p><input type="checkbox"/> Land Use \$5,000</p> <p>VAR</p> <p><input type="checkbox"/> Variance \$4,000</p> <p>ENVIRONMENTAL</p> <p><input type="checkbox"/> EIA \$5,400</p> <p><input type="checkbox"/> EIR \$ _____</p> <p><input type="checkbox"/> Consultant Services \$ _____</p> <p>PLANNED UNIT DEV.</p> <p><input type="checkbox"/> New \$3,840</p> <p><input type="checkbox"/> Amend \$1,560</p> <p>GENERAL PLAN</p> <p><input type="checkbox"/> General Plan Amendment \$16,000</p> <p><input type="checkbox"/> General Plan Amendment Screening Request \$16,000</p> <p>DEV. AGREEMENT</p> <p><input type="checkbox"/> New \$6,480</p> <p><input type="checkbox"/> Annual Review \$3,240</p> <p>AGRICULTURAL PRESERVE</p> <p><input type="checkbox"/> Establish, Amend, or Cancel \$2,520</p> <p>SUBDIVISION</p> <p><input type="checkbox"/> Certificate of Compliance \$1,320</p> <p><input type="checkbox"/> Private Street \$6,240</p> <p><input type="checkbox"/> Lot Combination \$5,000</p> <p><input type="checkbox"/> Lot Line Adjustment \$4,300</p> <p><input type="checkbox"/> Tentative Parcel Map \$10,000</p> <p><input type="checkbox"/> Tentative Tract Map \$20,000</p> <p><input type="checkbox"/> Map Extension \$5,000</p>	<p>OTHER</p> <p><input type="checkbox"/> Easement Abandonment \$5,000</p> <p><input type="checkbox"/> Street Abandonment \$5,000</p> <p>APPEALS</p> <p><input type="checkbox"/> To City Council \$3,000</p> <p><input type="checkbox"/> To Planning Commission \$1,800</p> <p>MASTER SIGN PROGRAM</p> <p><input type="checkbox"/> New \$400 flat</p> <p><input type="checkbox"/> Amend \$400 flat</p> <p>TRANSPORTATION DEMAND MANAGEMENT</p> <p><input type="checkbox"/> Transportation Demand Management \$2,500</p> <p>Cost for Research \$29 per 15 min.</p> <p>Over the Counter Plan Check \$29 per 15 min.</p> <p>PLN DEPOSIT FEES \$ _____</p> <p>FLAT FEES \$ _____</p> <p>RECORD RETENTION FEE (ALL APPLICATIONS) \$ 225</p> <p>TOTAL DEPOSITS AND/OR FLAT FEES \$ _____</p>

PREVIOUS ACTIONS AND APPLICATION FILE NUMBERS: _____

COMMENTS: _____

ABOVE THE TOE-OF-THE-HILL LINE? Yes No

<p>ATLAS PAGE:</p> <p>5 _____ - C - 3 _____</p>	<p>REVIEWED BY <input type="checkbox"/> ADMIN <input type="checkbox"/> CDD</p> <p><input type="checkbox"/> PD <input type="checkbox"/> ZA <input type="checkbox"/> HARB <input type="checkbox"/> PCC <input type="checkbox"/> CC</p>	<p>REC DATE: ____ / ____ / ____</p> <p>BY: _____</p>
<p>NOTIFICATION REQUIRED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>BUFFER DISTANCE:</p> <p>_____ <input type="checkbox"/> FEET <input type="checkbox"/> MILE</p>	<p>PROJECT MANAGER:</p> <p>_____</p>

Reimbursement Agreement

Case No. _____

I, _____, the undersigned billing party, am depositing \$_____ to cover staff review, coordination, and processing costs based on real time expended. I understand and agree to the following conditions of this agreement:

1. Staff time from some City of Fremont departments spent processing my request will be billed against the deposit fee. “**Staff time**” includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or in writing to inquiries from the applicant, the applicant’s representatives, neighbors, and interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, and engineering, landscape, and planning construction inspections for compliance with approved plans. Staff time includes both an allocation of overhead expenses, in addition to the actual salary and benefits paid to individual staff members.

2. This deposit typically covers only a portion of the total processing costs. Actual costs for staff time are based on individual hourly rates and service/material costs, such as public hearing notice publication and postage related to mailing public hearing notices. These costs apply even if the application is withdrawn or not approved. In the likely event that costs exceed the deposit, I understand I need to replenish the deposit and will be prompted to do so by City staff. I also understand I will receive periodic invoices payable upon receipt during the period when the deposit has been exhausted and the deposit has not yet been replenished. Unpaid invoices will be considered late after 30 days.

3. I may, in writing, request a breakdown of billed charges, but such a request is independent of the payment time frames. Non-payment of billed charges may result in any of the following actions until outstanding charges are paid in full:

- a. Temporary cessation of processing my application;
- b. Withholding final action on my application;
- c. Cessation of work on all project-related applications and actions including any engineering, landscape or planning inspection of the work;
- d. A determination that my application has been withdrawn without prejudice and closure of my file;
- e. Outstanding invoices being sent to a City-designated collection agency;
- f. Withholding of any approval documentation/subsequent processing of entitlements until full payment is received.

4. I authorize the City to offset any shortages in another account(s) on the same application or in any other accounts I might have with the City with excess funds from this account.

5. When the project has been completed and the final balance is more than \$15.00, a final invoice will be sent and **I will pay the difference**. Final costs at or under \$15.00 will not be invoiced. If any portion of the deposited monies is unused when the project is closed, the unused monies will be refunded to me.

6. I agree to pay the City of Fremont the cost of placing a legal advertisement (if required) in a newspaper of general circulation as required by State law and local ordinance.

7. The City of Fremont may refer my application to outside consultants for the completion of site specific environmental or technical analyses/studies and/or may submit any study submitted with my application to an outside consultant for peer review. Should this type of work be necessary, I will be notified of the scope and cost of the work. I understand that the City of Fremont will set up a separate trust account to pay for this work. Consultant fees are separate from, and in addition to, City deposit fees paid for project processing, and shall be paid prior to the commencement of work by the consultant. Selection of the consultant is at the sole discretion of the City, but is typically based upon completeness of the proposal, followed by lowest price and/or expedient timeframe for completion of work.

8. I agree to pay all staff costs related to condition compliance/mitigation monitoring as specified in any conditions of approval for my permit/entitlement.

9. *CALIFORNIA FISH AND GAME FEES*: Under the California Environmental Quality Act (CEQA), the City must conduct environmental review for all projects. Projects that result in adoption of a Negative Declaration or Mitigated Negative Declaration (a statement of no significant effect on the environment) or an Environmental Impact Report requires payment of applicable Department of Fish and Game fees per California State Assembly Bill 3158. Failure to make payment of required fees will prevent your project from being operative, vested or final. No building permits may be issued for the project without payment of the fees. Your project planner will prepare the required documentation and calculate the required fee at the of project approval. If the applicant has obtained a written waiver from the state Department of Fish and Game prior to project approval, please provide a copy to you project planner and discuss the filing requirements for a waiver. Within Alameda County, the Alameda County Clerk is charged with the responsibility for collecting applicable fees. As such, your filing fee/check should be made out to the "*Alameda County Clerk*" and forwarded to your project planner for filing and payment. I agree to remit a cashier's check or money order in the required amount, payable to the Alameda County Clerk, to the Planning Division prior to any legal notifications regarding public hearings before the decision making body on my application.

10. I agree to the following standard contract terms and conditions:

- a. This Reimbursement Agreement is severable. "Severable" means that if any provision of this Reimbursement Agreement is found by a court to be unenforceable, the rest of the Reimbursement Agreement will still be enforced so long as enforcing the remaining provisions of the Agreement would not frustrate the parties' intent in entering into the Agreement.
- b. This Reimbursement Agreement will be interpreted according to California law, and any lawsuit brought under it shall be filed in a court of competent jurisdiction located in Alameda County.
- c. Any agreement to change the terms of this Reimbursement Agreement will not be enforceable unless it is in writing.
- d. The fact that either party waives (i.e., disregards) a breach under this Reimbursement Agreement does not mean that a future breach of the same or a different provision of the Agreement will also be waived.
- e. This Reimbursement Agreement contains the entire agreement between the parties regarding the subject matter of the Agreement. If there is a conflict between the text of the Reimbursement

Agreement and anything that was said or understood between either party when the Reimbursement Agreement was executed, then the printed text of the Reimbursement Agreement controls.

- f. The person(s) signing this Reimbursement Agreement warrant(s) that he/she/they has/have legal authority to sign on behalf of anyone that he/she/they represent(s). In other words, if this Reimbursement Agreement is signed on behalf of other landowners or of an entity or organization, a person signing has authority to bind those other landowners or that entity or organization.
- g. The rights and obligations under this Reimbursement Agreement bind the successors and assigns of the respective parties.

Name of Billing Party (Print)

Phone Number

Name of Company or Corporation (if applicable)

If a corporation, please attach a list of the names and titles of corporate officers authorized to act on behalf of the corporation.

Mailing Address

City, State and ZIP Code

Signature of Billing Party*

Date

***ATTENTION: The billing party (or Corporation principal) will be held responsible for all charges.**

Consultant List

CASE NO. _____

PART III

Have consultants been identified to assist with this project? No
 Yes (if yes, please list the consultants below)

By: _____
Name of Person Completing this Form Capacity Date

Consultants include, but are not limited to, architects, designers, contractors, landscape architects, engineers, planners, real estate agents, and environmental consultants. It is important this form be filled out completely. It enables members of the City Council, Planning Commission and staff to avoid potential conflicts of interest, which could otherwise invalidate your project's approval.

Name: _____ Capacity: _____
Company: _____ Phone No.: _____
Address: _____ Fremont Business Tax ID# _____

Name: _____ Capacity: _____
Company: _____ Phone No.: _____
Address: _____ Fremont Business Tax ID# _____

Name: _____ Capacity: _____
Company: _____ Phone No.: _____
Address: _____ Fremont Business Tax ID# _____

Name: _____ Capacity: _____
Company: _____ Phone No.: _____
Address: _____ Fremont Business Tax ID# _____

If more room is necessary, you may complete and attach additional copies of this form.

City of Fremont Municipal Code Title 5 requires everyone, including consultants, who render services in or from the City of Fremont to have a valid business tax/license. Please contact the Revenue Division at 510-494-4790 for instructions on how to obtain a Fremont Business Tax ID number.

Hazardous Waste and Substances Statement

CASE NO. _____

PART IV

Pursuant to California Government Code Section 65962.5 (AB 3750 – Cortese)

Government Code Section 65962.5 requires that “before a lead agency accepts as complete an application for any development project, ...the applicant shall consult the [Cortese] list and shall submit a signed statement...indicating whether the project and any alternatives are located on a site that is included on [the list].” This form is provided for that purpose.

TO: Community Development Department
City of Fremont
P.O. Box 5006
Fremont, CA 94537

I have consulted the current Hazardous Waste and Substances Sites List, consolidated by the California Environmental Protection Agency pursuant to Government Code Section 65962.5 at <http://www.calepa.ca.gov/SiteCleanup/CorteseList/> and yearly printed by the City of Fremont available online at www.fremont.gov or available at the Development Center, regarding the development project application herewith submitted.

Based on my consultation, the location of the project, shown below,

() IS () IS NOT

on a site which is included on the attached most recent Hazardous Waste and Substances Sites List.

Project location:

If located on such a site, print the sources of that information as shown on the list:

I declare under penalty of perjury that the foregoing is true. Executed this

_____ day of _____, 20_____, in _____
(date) (month) (year) (city and state)

X _____
Signature of applicant (or agent)

Print applicant name, with agent name and title, if any

Development Statistics

CASE NO: _____

PART V

Please print clearly and fill in all applicable sections

SECTION 1: ZONING AND GENERAL PLAN INFORMATION

- a. What is the property currently designated for:
ZONING: _____
GENERAL PLAN: _____
- b. Are any changes being proposed to either the Zoning or General Plan? NO YES. IF YES, list the new Zoning District or, General Plan designation(s) as appropriate --
ZONING: _____ and/or
GENERAL PLAN: _____

SECTION 2: SIZE OF DEVELOPMENT AND NUMBER OF LOTS

- a. What is the total land area of the project site? _____ SQ. FT./ ACRES.
- b. How many lots does the project area currently contain? _____ LOTS
- c. Do you propose to subdivide the project site and thereby increase the number of lots? NO YES. - If yes, are the total number of lots? _____ lots
- d. Is the site currently vacant? NO YES.

SECTION 3: HISTORIC INFORMATION

- a. Were any structures located on the project site constructed prior to 1956? NO YES – If YES, when was the structure built?
Year built. _____
- b. How is this structure being used? _____
- c. Describe generally where this structure is located on the project site? _____

- d. Is the site or any of the structures considered to be historically significant? NO YES.
- e. What type of historic designation? (check one) Federal; State; Landmark; or, Local
- f. Is the site or structures known by a particular name? No Yes – If Yes, list its name –
 Site _____ Building _____

SECTION 4: EXISTING RESIDENTIAL

- a. Does the project site currently contain any residential dwellings? NO YES.
If YES, what is the total number of units? _____ Units.
- b. Indicate the number of units by type: _____ Single Family Detached; _____ Single Family Attached; _____ Townhouses;
_____ Condominiums; _____ Apartments
- c. Are there any existing affordable housing units on the project site? NO YES. If YES, how many affordable housing units does the development contain? _____ Affordable Units.

**SECTION 5: NEW RESIDENTIAL:
PROPOSED OR CHANGES TO EXISTING**

- a. Do you propose to increase the number of affordable units? NO YES. – If YES, how many units? _____ Affordable units
- b. Do you propose to add any new units to the project site? NO YES. If YES, what are the types and number of units:
_____ Single Family Detached; _____ Single Family Attached; _____ Townhouses; _____ Condominiums; _____ Apartments
- Do you propose to delete any residential units from the project? NO YES. If YES, what are the types and number of units:
Single Family Detached; _____ Single Family Attached; _____ Townhouses; _____ Condo.; _____ Apartments

SECTION 6: RESIDENTIAL PARKING INFORMATION

- a. How many COVERED parking spaces are currently being provided per dwelling unit? _____ spaces
- b. How many UNCOVERED parking spaces per unit? _____ spaces
- c. Given the total amount of parking spaces being provided, list the number of spaces by their types:
- COVERED:* _____ No. of Standard; _____ No. of Compact; _____ No. of Handicapped Van; _____ No. of Handicapped Car; _____ No. of Bicycle Spaces; _____ No. of Motorcycle; _____ No. of Off-Site; _____ No. of Other
- UNCOVERED:* _____ No. of Standard; _____ No. of Compact; _____ No. of Handicapped Van; _____ No. of Handicapped Car; _____ No. of Bicycle Spaces; _____ No. of Motorcycle; _____ No. of Off-Site; _____ No. of Other
- d. Are any changes being proposed to the number of available parking spaces? NO; YES. If YES, will there be an increase or decrease in the total number of spaces. Increased by _____ spaces; Decreased by _____ spaces.
- e. Indicate the revised composition:
- COVERED:* _____ No. of Standard; _____ No. of Compact; _____ No. of Handicapped Van; _____ No. of Handicapped Car; _____ No. of Bicycle Spaces; _____ No. of Motorcycle; _____ No. of Off-Site; _____ No. of Other
- UNCOVERED:* _____ No. of Standard; _____ No. of Compact; _____ No. of Handicapped Van; _____ No. of Handicapped Car; _____ No. of Bicycle Spaces; _____ No. of Motorcycle; _____ No. of Off-Site; _____ No. of Other

SECTION 7: EXISTING NON-RESIDENTIAL

- a. Are there any existing non-residential buildings on the project site? No Yes. - If yes, what is the combined total floor area of the buildings _____ Sq. Ft.
- b. Indicate which non-residential uses are currently existing on the project site: General Office; Medical Offices/Clinics; Warehouse; Retail; Industrial R&D; Industrial Speculative Bldg.; Religious Institutions/Facilities; Child Day Care; Hotel/Motel; Services; Other
- c. Please provide the following information on existing land uses, where applicable: Number of - _____ Seats (Religious Institutions, Restaurants); _____ Children (Child Day Care); _____ Students (Schools); _____ Beds (Residential Care Facilities); _____ Rooms (Hotel/Motel).

**SECTION 8: NEW NON-RESIDENTIAL:
PROPOSED OR CHANGES TO EXISTING**

- a. Are any new land uses being proposed for the project site? NO YES. If YES, Indicate which uses are being proposed –
 General Office; Medical Offices/Clinics; Hotel/Motel; Retail; Warehouse; Services; Industrial R&D; Industrial Speculative Bldg.; Religious Institutions/Facilities; Child Day Care; Other
- b. Do you plan to add any new floor area? NO YES - If YES, how much additional floor area? : _____ Sq. Ft.
- c. Please provide the following information for the proposed uses, where applicable: Number of - _____ Seats (Religious Institutions, Restaurants); _____ Children (Child Day Care); _____ Students (Schools); _____ Beds (Residential Care Facilities); _____ Rooms (Hotel/Motel).
- d. Are any uses being removed/deleted from the site? NO YES. If YES, indicate which uses are proposed to be removed/deleted - General Office; Medical Offices/Clinics; Hotel/Motel; Retail; Warehouse; Services; Industrial R&D; Industrial Spec Bldg.; Religious Institutions/Facilities; Child Day Care; Other
- e. Do you plan to reducing the amount of floor area devoted for non-residential use? NO YES - If YES, what is remaining amount of non-residential floor area? : _____ Sq. Ft. of non-residential use.

SECTION 9: NON-RESIDENTIAL PARKING INFORMATION

- a. What is the total number of parking spaces currently available for the project? _____ Total spaces
- b. Given the number of available spaces, how many are: _____ On-site; _____ Off-site
- c. List the number of existing parking spaces by their types: _____ No. of Standard; _____ No. of Compact; _____ No. of Handicapped Van; _____ No. of Handicapped Car; _____ No. of Bicycle Spaces; _____ No. of Motorcycle; _____ No. of Off-Site; _____ No. of Other
- d. Are any changes being proposed to the number of available parking spaces? NO; YES. If YES, will there be an increase or a decrease in the total number of spaces. Increased by _____ spaces; Decreased by _____ spaces.
- e. Indicate the revised composition: : _____ No. of Standard; _____ No. of Compact; _____ No. of Handicapped Van; _____ No. of Handicapped Car; _____ No. of Bicycle Spaces; _____ No. of Motorcycle; _____ No. of Off-Site _____ No. of Other _____

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Affordable Housing Plan Proposal

Applicability: Residential projects containing two or more net new living units or residential lots, or a combination of living units and residential lots, are required to provide the affordable housing per Fremont Municipal Code (FMC) Chapter 18.155, Affordable Housing. Compliance with the affordable housing ordinance can be achieved through the basic requirement or, if approved, use of an alternative to the basic requirement. Below, identify how the residential project proposes to comply with the affordable housing ordinance by placing a “✓” in the appropriate section.

Basic Requirements: The affordable housing obligation is achieved differently for for-sale and rental residential projects, as described below:

_____ *For-sale projects:* At least 3.5% of all attached or 4.5% of all detached housing units shall be made available at affordable cost as prescribed in FMC §18.155.070(a) to mitigate for the moderate-income housing needs and additionally pay an affordable housing fee to mitigate for lower-income housing needs as set forth in FMC §18.155.090.

_____ *Rental projects:* Rental projects not receiving any City assistance comply with the affordable housing obligation through payment of the affordable housing fee prescribed in FMC §18.155.090.

Alternatives to Basic Requirements: If one or more of the allowed alternatives to the basic requirement is proposed, identify the alternative(s) below and describe how the project would comply with the specific requirements for the selected alternative(s):

_____ *Voluntary Provision of Rental Units:* Where ownership affordable units are required to comply with the basic requirement, the applicant may construct affordable rental units in conformance with FMC §18.155.080(a).

_____ *Off-site Construction:* The applicant may propose to construct affordable units on another site in conformance with FMC §18.155.080(b).

_____ *Property Dedication:* The applicant may propose to dedicate, without cost to the City, property within or contiguous to the residential project sufficient to accommodate at least the required number of affordable units for the residential project in conformance with FMC §18.155.080(c).

_____ *Purchase of Existing Market-Rate Units:* The applicant may propose to purchase existing market-rate units not subject to any affordability covenants and convert them to affordable housing, or to purchase affordability covenants for existing market-rate units, to provide the required affordable housing in conformance with FMC §18.155.080(d).

_____ *Preservation of Affordable Units at Risk of Loss:* The applicant may propose to preserve existing affordable units at risk of loss to provide the required affordable housing in conformance with FMC §18.155.080(e).

_____ *In-lieu fee Payment:* The applicant may pay a fee in-lieu of construction of affordable units on site in conformance with FMC §18.155.080(f).

_____ *Production of On-Site Ownership Units for Lower-income Households:* The applicant, in addition to the provision of moderate income units as provided in FMC §18.155.030(a), may propose to provide on-site ownership units to meet low-, very low-, and extremely low-income needs in conformance with FMC §18.155.080(g).

