



City of IONE PLANNING PERMIT APPLICATION

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| <p>Type of application:</p> <p><input type="radio"/> Uniform Sign Program <input type="radio"/> Reasonable Accommodation(s)</p> <p><input type="radio"/> Variance <input type="radio"/> Conditional Use Permit</p> <p><input type="radio"/> Site Plan Review <input type="radio"/> Architectural Design Review</p> <p><input type="radio"/> Development Agreement <input type="radio"/> Planned Development</p> <p><input type="radio"/> Specific Plan <input type="radio"/> Zoning Code Amendment (Text or Map)</p> <p><input type="radio"/> General Plan Amendment <input type="radio"/> Boundary Line Adjustment</p> <p><input type="radio"/> Tentative Map-Parcel Map (1-4 lots) <input type="radio"/> Tentative Map-Final Map (5+ lots)</p> <p><input type="radio"/> Other: _____</p> <p><small>*Note: Funds provided with application are a deposit; actual costs will be invoiced to the applicant on a time and materials basis.</small></p> | <p style="text-align: center;">CITY USE ONLY</p> <p>Application No: _____</p> <p>Date submitted: _____</p> <p>Rec'd by: _____ Deposit: _____</p> <p>Receipt No: _____</p> <p>Architectural Design Review for Historic Overlay Only: (circle one)</p> <p style="text-align: center;"><input type="radio"/> Administrative <input type="radio"/> Comprehensive</p> |
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PROPERTY INFORMATION

Project Name: _____

Assessor's Parcel Number: _____

Property Address/Location: _____

Existing General Plan/Zoning: _____

Gross Acres: _____

Project Detail: (submit separate attachment if necessary) _____

Existing Use of the Property: _____

The project is served by the following type of water service (check one): ___Public water ___Well Water

The project is served by the following type of sewage service (check one): ___Domestic Sewer ___Septic

CONTACT INFORMATION

The Planning Department will notify the applicant and one other individual of all proceedings regarding this application. Please supply the name, address, and phone of the additional person to receive such notification.

Property Owner

Applicant/Agent

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____
Email: _____

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____
Email: _____

Billing Address:

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____
Email: _____

HAZARDOUS WASTE AFFIDAVIT

Government Code Section 65962.5 requires each applicant for any development project to consult the State Hazardous Waste and Substance Sites List. Based on this list (available from the Planning Department) the applicant is required to submit a signed statement to the City of Ione indicating whether the project is located on a site which is included on the list before the City accepts the application as complete. If the project site is listed by the State as a hazardous waste or substance site, the applicant must fully describe the nature of the attached hazard and potential impacts in the Initial Study. In either situation the applicant must complete and sign the Affidavit in the space below.

The applicant(s) have been informed by the City of Ione of their responsibilities pursuant to Section 65962.5 to notify the City as to whether the site for which a development application has been submitted is located within an area which has been listed as the location of a Hazardous Waste or Substance Site by the Office of Planning and Research, State of California.

- ____ The project site is located in an area listed as a Hazardous Waste or Substance Site.
- ____ The project site is not in an area listed as a Hazardous Waster or Substance Site.

The applicant(s) declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Applicant Signature

Date

AGREEMENT AND REPRESENTATIONS OF APPLICANT

This application is not complete, and processing of this application will not begin, until all initials and signatures are provided:

1) Applicant(s) acknowledge and agree that by making this application, and under the authority of Government Code Section 65105, that in the performance of their functions, City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. _____ (Initial)

2) Applicant(s) certify under penalty of perjury that they are the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney, or the owner's authorized representative (include a consent form from the owner). _____ (Initial)

3) Applicant(s) acknowledge and agree that they have included all of the required items in hard copy (see submittal checklist for size requirements) or digital format compatible with Microsoft Office Software and understand that missing items may result in delaying the processing of their application; furthermore, all application materials, and any outstanding balances accrued above the original deposit, must be submitted/paid prior to Public Hearing Notice publication. They further acknowledge and agree that by signing this document, they accept the responsibility of posting public site notification boards (inquire with staff) regarding the proposed project at the project site. _____ (Initial)

4) *For Architectural Design Review only:* applicant(s) acknowledge that they are aware of the City's procedures to provide Public Notice of Filing of an application for Administrative Architectural Design Review for all Administrative Architectural Design Review applications; and that if a written request for a Public Hearing is received within the time period established in Section 17.10.035.C of the Municipal Code; or if the City Planner elevates the project to Comprehensive Architectural Design Review because such project is not in substantial conformance with applicable provisions for the Historic Overlay (H) District, or the City Planner determines that location, size, or design of the project causes it to warrant a hearing before the Planning Commission; the application will then be processed in accordance with the procedures for Comprehensive Architectural Design Review, and a fully noticed Public Hearing shall be required. _____ (Initial if application is for Architectural Design Review *only*; otherwise, write "Not Applicable")

5) Applicant(s) agree to defend, indemnify and hold harmless the City of Ione ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant(s) of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant(s) of any Claim or if the City fails to cooperate fully in the defense, the Applicant(s) shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant(s) may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant(s). _____ (Initial)

6) Applicant(s) acknowledge and agree that the Deposits (hereinafter "Funds") paid herewith may not be adequate to fully reimburse the City for costs incurred in connection with the Application Process, and that periodically, as the need arises, Applicant(s) may be called upon to make further deposit of Funds. Applicant(s) agree that there shall always remain on deposit with the City sufficient Funds to cover the anticipated costs to be incurred with the Application Process for a period of thirty (30) business days. In the event, for any reason, a City request for further deposit of Funds from Applicant(s) is not fully satisfied, within thirty (30) business days the City shall cease processing of this application and the related project, and shall record the failure to make the requested deposit of Funds as the Applicant(s) request to cease processing the application. In addition, should the Funds on deposit ever fall below an amount, estimated by the City in its sole discretion, sufficient to cover the anticipated costs to be incurred in the Application Process for a period of thirty (30) business days, the City shall cease processing of the application and cancel same, and shall record the lack of Funds as the Applicant(s)' request

to cease processing the application. The advance of Funds shall not be dependent upon the City's approval or disapproval of the Applicant(s)' application, or upon the result of any action, and shall in no way influence the Project. Neither Applicant(s) nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the results of the Application Process or the selection of an alternative favorable to or benefiting Applicant(s). _____(Initial)

7) Applicant(s) acknowledge and agree that this application sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change or addition to this application form shall be binding upon the City unless reduced to writing and signed by the City Manager, or his/her designee. No course of conduct shall be binding upon the City and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppel. _____ (Initial)

8) No employee, agent, independent contractor or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application and Applicant(s) acknowledge and agree that they have not relied upon any promises, representations, conditions or understandings other than those set forth in this application. _____ (Initial)

9) This Application shall be a public record. _____ (Initial)

10) This Application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Application, the venue for any legal action shall be with the appropriate court in the County of Amador, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorney's fees, and legal expenses, including but not limited to expert fees and costs. _____ (Initial)

IT IS SO AGREED:

Applicant Signature

Date

Property Owner Signature

Date

City of IONE

LETTER OF AUTHORIZATION

This Letter of Authorization is only required if the Applicant/Agent is someone other than the owner of the property. A letter signed by the property owner(s) may be submitted in lieu of this form. The letter must identify the person being authorized to represent the owner(s) and the application(s) being submitted.

This form shall serve to notify the City of Ione that I am/we are the legal owner(s) of the property described in the attached application and do hereby authorize the person/firm shown below to file and represent my/our interest in the application(s) listed below.

Authorized Person:

Name/Firm: _____

Address: _____

City/State/Zip: _____

Phone: _____

Application: _____

Legal Owners:

I am/we are the legal owner(s) of the said property; have read the foregoing letter of authorization and know the contents thereof; and do hereby certify that the same is true of my/our own knowledge. I/we certify (or declare) under penalty of perjury under the laws of the State of California that the information contained in the above referenced application(s) is true and correct.

Printed Name _____ Date _____

Signature _____

Printed Name _____ Date _____

Signature _____

Printed Name _____ Date _____

Signature _____