



# City of IONE TEMPORARY USE PERMIT APPLICATION

CITY USE ONLY

Application No: \_\_\_\_\_ Date submitted: \_\_\_\_\_ Rec'd by: \_\_\_\_\_ Deposit: \_\_\_\_\_

Receipt No: \_\_\_\_\_

\*Note: Funds provided with application is a deposit; actual costs will be invoiced to the applicant on a time and materials basis.

**PROPERTY INFORMATION**

Project Name: \_\_\_\_\_

Property Address/Location: \_\_\_\_\_

Event/Activity Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Project Detail: (submit separate attachment if necessary) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Existing Use of the Property: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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**

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) and 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) 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)

5) 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)

6) 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)

7) 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)

8) This Application shall be a public record. \_\_\_\_\_ (Initial)

9) 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 \_\_\_\_\_