

City of Kingsburg
 Planning Application
 1401 Draper Street, Kingsburg, CA 93631
 (559) 897-5328 (559) 897-6558 Fax

Date Received: _____
 File No.: _____
 Fee: _____

| | | |
|--|---|--|
| Check all that apply. (A separate set of forms is required for each item.) | | |
| <input type="checkbox"/> Administrative Approval | <input type="checkbox"/> Annexation | <input type="checkbox"/> Change of Zone/Pre-zone |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Lot Line Adjustment |
| <input type="checkbox"/> Parcel Map/TPM | <input type="checkbox"/> Planned Unit Development (PUD) | <input type="checkbox"/> Request for Allocation |
| <input type="checkbox"/> Sphere of Influence Change | <input type="checkbox"/> Subdivision Map/ | <input type="checkbox"/> Temporary Use |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Zone Change | <input type="checkbox"/> _____ |

ALL OF THE ITEMS LISTED ON THE ATTACHED LIST MUST BE SUBMITTED WITH THE APPLICATION TO BE CONSIDERED COMPLETE.

Applicant _____ e-mail _____

Applicant Address _____

City _____ State _____ Zip _____ Day Phone _____

Property Owner _____ e-mail _____

Property Owner Address _____

City _____ State _____ Zip _____ Day Phone _____

Agent Representative _____ e-mail _____

Agent/Representative Address _____

City _____ State _____ Zip _____ Day Phone _____

Correspondence to be sent to (choose one) Applicant Property Owner Agent/Representative

By (choose one) U. S. Mail or E-mail

Description of project:(please attach additional sheets if necessary) _____

Location of project (Address or nearest cross streets) _____

Assessor's Parcel Number _____ Site Area _____ Current Zone _____

APPLICANT* I have reviewed this completed application and the attached material. The information provided is accurate. I understand the city may not approve this request, or might set conditions of approval.

Signed _____ Date _____

If applicant is other than the property owner, then a Notarized Agency Authorization form is required to be submitted with the application.

Defense and Indemnification Provisions:

1. Applicant agrees to and shall defend, indemnify, and hold harmless the City of Kingsburg (“City”), and its officials, city council members, planning commission members, officers, employees, representatives, agents, contractors and legal counsel (collectively, “City Parties”) from and against all claims, losses, judgments, liabilities, causes of action, expenses and other costs, including litigation and court costs and attorney's fees, and damages of any nature whatsoever made against or incurred by the City Parties including, without limitation, an award of attorney fees and costs to the person, organization or entity or their respective officers, agents, employees, representatives, legal counsel, arising out of, resulting from, or in any way in connection with, the City's act or acts leading up to and including approval of any environmental document and/or granting of any land use entitlements or any other approvals relating to the Project. Applicant's obligation to defend, indemnify and hold harmless specifically includes, without limitation, any suit or challenge by any third party against the City which challenges .or seeks to set aside, void or annul the legality or adequacy of any environmental document, including, without limitation, any environmental document prepared by the City or at the direction of the City and approved by the City or the approval of any land use entitlements or other approvals related to the Project.
2. Applicant agrees its obligations to defend, indemnify and hold the City, and the City Parties harmless shall include, without limitation, the cost of preparation of any administrative record by the City, City staff time, copying costs, court costs, the costs of any judgments or awards against the City Parties for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of any City act or acts leading up to and including any approval of any environmental document, land use entitlements or any other approvals related to the Project, and the costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of any City act or acts leading up top and including any approval of the environmental document, land use entitlements or any other approvals related to the Project.
3. Applicant agrees the City may, at any time, require the Applicant to reimburse the City for attorney fees, costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any suit or challenge. Such attorney fees shall include any and all attorney fees incurred by the City from its legal counsel, Kahn, Soares & Conway, LLP and any special legal counsel retained by the City. Applicant shall reimburse City within thirty (30) days of receipt of an itemized written invoice from City. Failure of the Applicant to timely reimburse the City shall be considered a material breach of the conditions of approval for the Project.
4. Applicant shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the Project. Applicant shall be solely responsible for making any and all decisions regarding whether any portion or aspect of the Project, including, without limitation, any form of reimbursement by the City to the Applicant or any contractor, will require the payment of prevailing wages. Further, Applicant will be solely responsible for the payment of any claims, fines,

penalties, reimbursements, payments and the defense of any actions that may be initiated against Applicant or any contractor as a result of failure to pay prevailing wages.

5. The Applicant shall defend, indemnify, and hold harmless the City Parties, from and against any and all claims, damages, losses, judgments, liabilities, causes of action, expenses and other costs, including, without limitation, litigation costs and attorney's fees, arising out of, resulting from, or in any way in connection with any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the Project. Applicant's obligation to defend, indemnify and hold the City Parties harmless specifically includes, but is not limited to, any suit or administrative action against the City Parties which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the Project.

6. The Applicant agrees its obligations to defend, indemnify and hold the City Parties harmless, shall include without limitation, City staff time, copying costs, court costs, the costs of any judgments or awards against the City Parties for damages, losses, litigation costs, or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the Project and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

7. Applicant agrees the City may, at any time, require the Applicant to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any suit proceeding regarding violation of any prevailing wage law, rule or regulation. Such attorney fees shall include any and all attorney fees incurred by the City from its legal counsel, Kahn, Soares & Conway, LLP and any special legal counsel retained by the City. Applicant shall reimburse the City within thirty (30) days of receipt of an itemized written invoice from the City. Failure of the Applicant to timely reimburse the City shall be considered a material violation of the conditions of approval of the Project.

Applicant: _____
Signature

Title: _____

Company Name: _____

Project Title: _____

THE FOLLOWING LIST CONTAINS THE INFORMATION THAT MUST BE SHOWN ON ALL SITE PLANS THAT ARE SUBMITTED FOR SITE PLAN REVIEW.

1. Address, lot number and subdivision name, or parcel number and parcel map number or legal description.
2. Scale and north arrow.
3. Dimensions of property.
4. Location of existing and proposed building and/or structures showing dimensions from the property lines.
5. Location, height and material of existing and/or proposed fences or walls.
6. Location of off-street parking. Indicate the number of parking spaces, type of paving, direction arrows and parking dimensions.
7. Location and width of drive approaches and indicate method of off site drainage.
8. Location of existing and/or proposed public improvements (such as curbs, gutters, sidewalks, utility poles, fire hydrants, street lights, traffic signals devices, etc.)
9. Method of sanitary disposal and all trash refuse areas.
10. Location of existing trees.
11. A preliminary or conceptual landscaping plan.
12. Indicate use of commercial building.
13. Loading and storage areas indicating any fences and walls to be used as screening.

TENTATIVE SUBDIVISION MAPS/PARCEL MAPS SUBMITTED FOR SITE PLAN REVIEW REQUIRE ALL THE FOLLOWING INFORMATION ON THE MAPS.

1. The name of the proposed subdivision/map, and designation as a tentative subdivision/parcel map.
2. The name and address of the owner of the property proposed to be subdivided.
3. The name and address of the subdivider.
4. The name of the engineer, surveyor or firm who prepared the map.
5. The approximate acreage.
6. The north point and scale.
7. The boundary lines of the entire parcel, including the area to be divided.
8. The general plan designation and zoning district in which the proposed subdivision/parcel map is located.
9. The name, location and width of all streets and alleys within the boundaries of the proposed subdivision/parcel map.
10. The name, location, and width of adjacent streets including the location of section lines (if applicable).
11. The lot lines and approximate dimensions; lots shall be numbered consecutively.
12. The approximate location and width of structures, irrigation ditches, pipelines, railroads and other physical features. Any existing features to remain in place shall be noted.
13. An accurate description of the exterior boundaries of the subdivision/parcel map or legal description of the property comprising the subdivision/parcel map, a vicinity map indicating the location of the proposed subdivision/parcel map in relation to the surrounding area or region.
14. The width and location of all existing or proposed public or private easements.
15. The location, purposes, width, and recorded owners of all existing and proposed easement or private rights-of-way abutting or traversing any part of the original parcel easement boundaries shall be shown by means of dotted lines.
16. The proposed use of lots as to desired residential, commercial, industrial or other uses.
17. The approximate radius of curves.
18. Approximate contours drawn to one foot contour intervals.
19. Any public areas proposed.
20. The dimension and locations of any existing buildings which are to remain in place on the property; the variety, size and location of all existing trees having a diameter of four (4) inches or greater, except orchard trees, which shall be shown by general area, location, and spacing of rows.
21. The locations of any existing wells, pipelines or septic tanks.
22. Proposed method of solid waste collection.
23. Proposed domestic water supply.
24. Proposed method of sewage disposal.
25. The locations of City limit lines.



CITY OF KINGSBURG
1401 Draper Street, Kingsburg, CA 93631
Phone 559-897-5328 Fax 559-897-6558
Operational Statement Questionnaire

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|-----------------------|--|
| Applicant Name: | |
| Project Address: | |
| Contact Name: | |
| Contact Phone Number: | |

Please answer the following questions completely in order to expedite your application.

1. What type of business are you proposing? (Include all possible uses of your building such as rental, manufacturing, retail, meeting space, etc. for this application and future uses.)

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2. What products will be produced or sold by the operation? Will this be to the public, or business to business? If this is not the nature of the business, please explain.

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3. What is the existing site like? Vacant?

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4. List the hours and days of operation during a typical week. If seasonal, list the months of operation.

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5. How will it be staffed? Will there be employees and how many?

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6. Anticipated number of visitors (vs. staff) typically, and at a maximum for an occasion.

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7. Number and type of possible delivery and transport vehicles. Will you have outside vendors on occasion, like caterers? Raw material deliveries? Please include an estimate of daily inbound/outbound traffic.

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8. What equipment will be used? Do you see amplified music, PA systems, safety horns, etc., as possible uses?

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9. Where will waste go that will be created by the business? See City Standard regarding trash enclosures.

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10. What is your anticipated water use, in gallons per day?

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11. Where is the nearest wastewater connection? Known? What is your anticipated wastewater discharge, in gallons/day? Given the proposed use, is there any pretreatment needed before discharge?

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12. Are there any hazardous materials on the site at present? Do you anticipate any use or storage of hazardous materials on site?

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13. Where will visitors park on a typical visit? What about for special visits? Where will employees park? Please see Kingsburg City Standard for requirements.

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14. What are the surrounding uses, to the North/South/East/West? Where is the nearest residential neighborhood?

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Please use additional space for comments if needed: