



CITY OF CHOWCHILLA

MASTER PLANNING APPLICATION

File Number _____

Type of Application		
<input type="checkbox"/> Administrative Use Permits	<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Temporary Use Permit – Non Profit
<input type="checkbox"/> Annexation	<input type="checkbox"/> Minor Deviations to Ordinance/Standards	<input type="checkbox"/> Temporary Use Permit – Profit
<input type="checkbox"/> Appeal Decision of Planning Director	<input type="checkbox"/> Mobile Food Vender Permit	<input type="checkbox"/> Tentative Parcel Map
<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Modification/Revocation of CUP/Variance	<input type="checkbox"/> Tentative Subdivision Map
<input type="checkbox"/> EA- Categorical Exemption	<input type="checkbox"/> Parcel Map Waiver	<input type="checkbox"/> Tentative Subdivision Map Revision
<input type="checkbox"/> EA- Negative Declaration	<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Zone Amendments
<input type="checkbox"/> EA for Home Occupation Permit	<input type="checkbox"/> Planning Fee Appeal Process	<input type="checkbox"/> Zoning Inquiry (formal letter)
<input type="checkbox"/> EIR Processing & Review	<input type="checkbox"/> Preliminary Project Review	<input type="checkbox"/> Variance
<input type="checkbox"/> Final Parcel Map	<input type="checkbox"/> Revision to Acreage Map	<input type="checkbox"/>
<input type="checkbox"/> Final Parcel Map Revision	<input type="checkbox"/> Signage Plan Review	<input type="checkbox"/>
<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Site Plan Review	<input type="checkbox"/>
<input type="checkbox"/> Home Occupation	<input type="checkbox"/> Specific Plan Amendment	<input type="checkbox"/>
Project Detail		
Project Name:		
Project Address:		APN:
Project Description: (Please use additional sheets as necessary)		
Site Information		
Existing General Plan Designation:		Proposed General Plan Designation:
Existing Zoning:		Proposed Zoning:
Acres/Square Feet:		Land Use: Undeveloped/Vacant <input type="checkbox"/> Developed <input type="checkbox"/>
Property Owner		Applicant
Name:		Name:
Contact:		Contact:
Address:		Address:
City/State/Zip:		City/State/Zip:
Phone:		Phone:
Email:		Email:

Other Contact Information (e.g., Architect, Engineer)	
Name:	Name:
Title:	Title:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Email:	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 Division of the Community Development Department) the applicant is required to submit a signed statement to the City of Chowchilla 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, Part 1. In either situation, the applicant must complete and sign the Affidavit in the space below.

I have been informed by the City of Chowchilla of my responsibilities pursuant to Sections 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 the 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 Waste or Substance Site.

I declare under penalty of perjury of the laws of the State of California that the forgoing 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:

- 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)
- Applicant(s) certify under penalty of perjury that the signature(s) provided below is/are that of 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 (a notarized Power of Attorney document must accompany this application), or the owner’s authorized representative (included a notarized consent form from the owner). _____ (Initial)
- Applicant(s) acknowledge and agree that all of the required items have been submitted and understands that missing items may result in delaying the processing of the application. Applicant(s) further acknowledge and agree that by

signing this document accepts the posting of public notices regarding the proposed project at the project site, newspaper, or as otherwise required by law. _____ (Initial)

4. Applicant(s) agree to defend, indemnify and hold harmless the City of Chowchilla (“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 of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant 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, 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 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. _____(Initial)
5. This Application will be a public record. _____ (Initial)
6. Those individuals listed within this application as owner, applicant, or other will be copied on correspondence regarding this application unless otherwise specified. The City is not responsible for inaccuracies of contact information (i.e., mailing addresses, phone numbers, email addresses, fax numbers, etc.) that may result in failed and/or delayed delivery of correspondence. _____ (Initial)
7. 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 Madera, State of California. Should legal proceeding 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)
8. The Applicant shall be responsible for paying any applicable city application fees, including any fees incurred by contract city staff for time spent reviewing the project, as noted in the adopted Master Fee Schedule. Any outstanding fees shall be paid in full prior to the application being formally approved by the respective approval authority. The Applicant is aware that an initial deposit may be required prior to commencement of the project. _____ (Initial)

IT IS SO AGREED:

_____	_____	_____
Applicant Signature	Print Name	Date
_____	_____	_____
Property Owner Signature	Print Name	Date
_____	_____	_____
Property Owner Signature	Print Name	Date

CITY OF CHOWCHILLA

LETTER OF AUTHORIZATION

This document shall serve to notify the City of Chowchilla that the undersigned are the legal owner(s) of the property described in the attached application and do hereby authorize the person/firm identified below to file and represent my/our interest in the application(s) listed below.

Authorized Person:

Name/Firm _____
Address _____
City/State/Zip _____
Phone _____

Applications:

Legal Owners:

The Undersigned 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.

_____ Applicant Signature	_____ Print Name	_____ Date
_____ Property Owner Signature	_____ Print Name	_____ Date
_____ Property Owner Signature	_____ Print Name	_____ Date