



CITY OF LIVINGSTON

PLANNING DEPARTMENT DEVELOPMENT APPLICATION

For City Use Only

Application # _____
Date Submitted _____
Received By _____
Assigned To _____
Fee/Deposit Submitted _____
Project Account # _____

Application Type (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Sign Permit |
| <input type="checkbox"/> Major Subdivision/Tentative Map | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Minor Subdivision/Parcel Map (4 lots or less) | <input type="checkbox"/> Rezone |
| <input type="checkbox"/> Design Review | <input type="checkbox"/> General Plan Amendment |
| <input type="checkbox"/> Development Plan | <input type="checkbox"/> Other _____ |

Project Information:

Proposed Project Name: _____
Project Address _____
Project Parcel Number _____
Project Description (be specific, use additional pages if necessary) _____

Applicant Information:

Name _____
Address _____
City _____ State _____ Zip Code _____
Phone _____ Fax _____ E-mail _____
Signature _____
(Original ink signature is required)

Owner Information:

Name _____
Address _____
City _____ State _____ Zip Code _____
Phone _____ Fax _____ E-mail _____
Signature _____
(Original ink signature is required)

Secondary Contact Information:

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

Name _____
Address _____
City _____ State _____ Zip Code _____
Phone _____ Fax _____ E-mail _____

HAZARDOUS WASTE AFFIDAVIT

Government Code Section 65962.5(f) requires each applicant for any development project to consult the State Hazardous Waste and Substance Site List. Based on this list available from the Community Development Department, the applicant is required to submit a signed statement to the City of Livingston 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 hazard and potential impacts on an attached sheet of paper. In either situation, the applicant must complete and sign the affidavit in the space below.

I have been informed by the City of Livingston of my 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 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 Waste or Substance Site.

I declare under penalty of perjury of the laws of the State of California the foregoing is true and correct.

Signature _____

Date _____

READ CAREFULLY IMPORTANT NOTICE

Processing of this application will not begin until the following statement has been completed to the satisfaction of the Community Development Department:

I certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to 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 (include a letter of authorization from the owner).

Owner Signature _____ Date _____
Printed Name _____

Owner Signature _____ Date _____
Printed Name _____

I hereby acknowledge that I have included all of the items listed above and understand that missing items may result in delaying the processing of my application. I further understand that by signing this document, I will be granting permission to the City to place a Project Notification Sign on the property for the duration of the application.

LETTER OF AUTHORIZATION

This form shall serve to notify the City of Livingston that I/we am/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 Code** _____
Phone _____ **Fax** _____ **E-mail** _____
Project Name _____ **Application #** _____
Project Address _____

Legal Owners

I/we are the legal owners(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 is true and correct.

Printed Name _____
Signature _____
Date _____

Printed Name _____
Signature _____
Date _____

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 being submitted.

ENVIRONMENTAL INFORMATION

General Information:

Name (developer or project sponsor) _____

Address _____

City _____ State _____ Zip Code _____

Project Name _____

Project Address _____

Assessor's Block and Lot Number

Existing Zoning District

Contact Information:

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____ E-mail _____

Project Specifics:

Number of permit application(s) for the project this form pertains _____

Describe the use of the Project.

List any other related permits and other public approvals required for this project, including those required by the city, regional, state, and federal agencies.

Site Size (acreage) _____ Building Dimensions (square footage) _____

Building Height (number of floors) _____

Amount of off-street parking required and what is being provided.

Proposed phasing plan (if applicable)

Anticipated incremental development.

If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected.

If commercial, indicate the type; whether neighborhood, city or regionally oriented; square footage of sales area, and loading facilities.

If industrial, indicate type, estimated employment per shift, and loading facilities.

If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.

If the project involves a variance, conditional use or rezoning application, state this and describe why the application is required.

ENVIRONMENTAL SETTING

Provide as much detail information for the following on a separate page and attach to this form.

Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or science aspects. Describe and existing structures on the site, and the use of the structures. Attach photographs of the site; snapshots or Polaroid photos are acceptable.

Describe the surrounding properties, including information on plant and animals and any cultural, historical or science as [Ect. Indicate the type of land use (residential, commercial, Ect.), intensity of land use (single-family, apartment houses, shops, department stores, Ect.) and scale of development (height, frontage, setback, rear yard, Ect.). Attach photographs of the vicinity; snapshots or Polaroid photos are acceptable.

CERTIFICATION

I hereby certify that the statements furnished above and in the attached exhibits are true and correct to the best of my knowledge.

Signature _____ Date _____

**CITY OF LIVINGSTON
PROCESSING AGREEMENT**

Agreement for Payment of Costs for City of Livingston Application Processing

TO BE COMPLETED BY APPLICANT:

This Agreement is by and between the City of Livingston, California, hereafter "City," and _____ hereinafter "Applicant."

Proposed Project Name and Description: _____

1. PROPERTY INFORMATION:

Property Location: _____

Interest of Applicant: _____

2. APPLICANT INFORMATION:

Applicant Name: _____ Applicant Phone No.: _____

Company Name: _____ Fax No.: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Applicant Federal Tax ID or Social Security No: _____

3. OWNER CONTACT INFORMATION: (If different from Applicant information.)

Contact Name: _____ Contact Phone No.: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____

4. BILLING INFORMATION: Statements, requests for deposits or refunds shall be directed to Applicant identified in Section 2 above unless stated otherwise below:

Company Name: _____ Attn: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

Federal Tax ID No.: _____

PROCESSING AGREEMENT

Agreement for Payment of Costs of City of Livingston Application Processing

This is a legally binding agreement. You should read all provisions.

- A. Applicant agrees to pay all personnel and related direct, indirect, overhead and overtime costs incurred by City employees and consultants (including engineers, attorneys and other professionals) incurred by City for review and processing the subject application, even if the application is withdrawn in writing, not approved, approved subject to conditions or modified upon approval. Applicant agrees that it shall pay any and all costs related to the subject application that the City would not have incurred but for the application. City's indirect and overhead costs will be applied to the time of City employees and consultants. All personnel and related direct, indirect, overhead and overtime rates for City employees and consultants shall be calculated annually by the City Manager.
- B. Applicant agrees to make an initial deposit in the amount of \$_____ at the time this Agreement is signed, and subsequent deposits within 30 days of the date requested by the City in writing. The City will not pay interest on deposits. Applicant agrees that that it knowingly and voluntarily waives, extends and continues each of the time limits imposed by California Government Code Section 65943 for the determination of a development application's completeness and the time limits imposed by California Government Code Sections 65950, 65950.1, 65951 and 65952 for the approval or disapproval of development permits for as many days as the applicant delays making a subsequent deposit from the date of written notice requesting such additional deposit until the deposit is received by City, not to exceed 90 days. Failure to make any subsequent deposits may result in denial of an application for a development project or in the decision by the City to postpone action on the application.
- C. If Applicant does not deposit such requested deposits or make payments on outstanding invoices within thirty (30) days after the date of the deposit request or invoice, City staff may cease work on the project until the required deposit or payment is made, subject to any other provisions of law.
- D. Deposits shall be applied toward the City's costs in reviewing and processing the application. City will send monthly statements indicating the charges against the initial deposit and any subsequent deposits. The City may elect to send statements less frequently than monthly, if there is only limited monthly activity on the project.
- E. In the event that the accumulated periodic charges exceed the initial deposit and any subsequent deposits previously received by City, City will invoice Applicant for the amount outstanding and may require an additional deposit. Applicant will pay any and all amounts exceeding the initial and subsequent deposits within thirty (30) days of the date of the invoice, and shall make any additional deposit required by City.
- F. City statements and invoices shall provide summary information indicating the cost for employees and independent contractors, including direct and indirect charges. Original invoices from independent contractors (except attorney/client invoices) shall be available upon request by Applicant, at Applicant's additional cost.
- G. Applicant shall pay interest on all costs unpaid 30 days after the date of any invoice at the maximum legal rate, and the City is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts.

PROCESSING AGREEMENT

Agreement for Payment of Costs of City of Livingston Application Processing

- H. Applicant and owner of property, if not the same, agree to and authorize City to place lien on the property subject to this application for any and all delinquent fees. The City shall remove such a lien once the Applicant has paid all delinquent fees. For purposes of this section, an invoice amount shall become delinquent when unpaid for 30 days after the date of the invoice.
- I. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted above in Section 2. Invoices are due and payable within 30 days.
- J. Applicant further agrees that no building permits, Certificate of Occupancy and/or subdivision Acceptance for the project will be issued until all costs for review and processing are paid.
- K. Applicant shall provide written notice to the City if any of the above information changes.
- L. Applicant agrees to defend, with counsel selected by the City, indemnify and hold City harmless for all costs and expenses, including attorney's fees incurred by City or held to be the liability of the City, including plaintiff's attorneys' fees if awarded, in connection with City's defense of its actions in any proceeding brought in any State or Federal court challenging the City's actions with respect to the Applicant's project. If Applicant is not the property owner, Applicant agrees to pay such costs unless the property owner also signs this Agreement, in which case both Applicant and the property owner shall be jointly liable for such costs.
- M. This Agreement shall only be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.
- N. This Agreement is not assignable without written consent by the City of Livingston. The City of Livingston will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.

APPLICANT

Signature of Applicant: _____ Date: _____

Print Name and Title: _____

OWNER (must be filled out only if Applicant is not the fee owner of the property)

Signature of Owner _____ Date: _____

Print Name and Title: _____

CITY OF LIVINGSTON

By: _____ Date: _____

Print Name and Title: _____