

**CITY OF JACKSON**

**APPLICATION FOR CONDITIONAL USE PERMIT**

I, \_\_\_\_\_ do make application for a **CONDITIONAL USE PERMIT** of the provisions of the City of Jackson Development Code to permit:

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Assessor Parcel Number: \_\_\_\_\_

at the following address: \_\_\_\_\_

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or at the following a following described property; \_\_\_\_\_

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NOTE: The law requires that the Planning Commission makes the following findings in accordance with Development Code Section 17.76.030 – Findings and Decision of the Development Code in each of the following if your application is to be granted;

1. The proposed use is allowed by the Development Code and is consistent with the General Plan.
2. The proposed use is consistent with the overall character of the surrounding neighborhood.
3. The proposed use will not have a significant adverse effect upon the environment.
4. The operating characteristics of the proposed use are compatible with existing and future land uses in the vicinity.
5. Granting the Use Permit would not be detrimental to the public health, safety, or welfare of the City, or injurious to the property or improvements in the vicinity and zone in which the property is located.

6. The site, development features, and surrounding improvements for the use are physically suitable for the type and density/intensity of the use.

Considering the above findings that must be made by the City Council, this application is supported by the following relevant facts:

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It is understood that any permit issued pursuant to this application will not grant any right or privilege to use any building or land contrary to the provisions of law or of any ordinance of the City of Jackson. All provisions of law and of ordinance governing the use of the aforesaid building or land will be complied with whether specified herein or not.

I attest under penalty of perjury to the truth and correctness of all facts, exhibits, maps, and attachments presented with and made a part of this application.

Signed: \_\_\_\_\_  
Property Owner Date

(A property owner's representative can sign if the property owner provides a consent letter)

Property Owner:

Applicant Representative:

NAME: \_\_\_\_\_

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

\_\_\_\_\_

EMAIL: \_\_\_\_\_

\_\_\_\_\_

**SUPPLEMENTAL APPLICATION**

**INFORMATION FORM**

**CONDITIONAL USE PERMITS**

This document will provide necessary information about the proposed project. It will also be used to evaluate potential environmental impacts created by the project. Please be as accurate and complete as possible in answering the questions. Further environmental information could be required from the applicant to evaluate the project.

**PLEASE PRINT CLEARLY OR TYPE. USE A SEPARATE SHEET, IF NECESSARY, TO EXPLAIN THE FOLLOWING:**

Project Characteristics:

Describe all existing buildings and uses of the property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel size (square feet): \_\_\_\_\_

Proposed building size (list by square feet, if multiple stories, list square feet for each floor): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed building height (measured from average finished grade to highest point): \_\_\_\_\_  
\_\_\_\_\_

Total number of parking spaces to be provided: \_\_\_\_\_

Will the project generate new sources of noise or expose the project to adjacent noise sources? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the project use or dispose of any potentially hazardous material, such as toxic substances, flammables, or explosives? If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the project generate new sources of dust, smoke, odors, or fumes? If so, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Days of operation (e.g., Monday-Friday): \_\_\_\_\_

Times of operation (e.g., 8 am to 5 pm): \_\_\_\_\_

Total number of employees: \_\_\_\_\_

Anticipated number of employees on largest shift: \_\_\_\_\_

If an outdoor use is proposed as part of this project, please complete this section.

Type of use:

Sales \_\_\_\_\_ Processing \_\_\_\_\_ Storage \_\_\_\_\_

Manufacturing \_\_\_\_\_ Other \_\_\_\_\_

Area devoted to outdoor use (shown on site plan in square feet): \_\_\_\_\_

Describe the proposed outdoor use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify, to the best of my knowledge, that the above statements are correct:

\_\_\_\_\_  
Signature of Person Preparing Form                      Date                      Phone Number

# Application Reimbursement Agreement

I (we) acknowledge and agree that the application deposit paid herewith may not be adequate to fully reimburse the City of Jackson ("City") for costs incurred in connection with processing the permit/entitlement described below ("Project"). I (we), the Applicant(s)/Property Owner(s) acknowledge that the City will invoice for additional costs incurred in connection with the processing of the Project. The deposit collected will be applied to the final invoice associated with processing the Project. Any outstanding invoices are considered to be the responsibility of the Applicant(s) and Property Owner(s). Furthermore, I (we) acknowledge that the City contracts with third parties, including, but not limited to, City Planner, City Engineer, and City Attorney, to process the Project. In doing so, the Applicant(s)/Property Owner(s) will be responsible for costs incurred by the third party contractor. Signing below is acknowledgement of the above, including responsibility to pay all costs incurred with processing the application described below. The prevailing party in any litigation regarding a breach of this agreement may recover its attorneys' fees and costs.

In addition, the Applicant(s)/Property Owner(s) acknowledge and understand that this agreement does not guarantee approval of their Project. The City retains full and complete discretion to process, approve, modify or deny the Project as provided by applicable law. Moreover, if City approves the Project, the Applicant(s)/Property Owner(s) shall indemnify, defend and hold harmless, the City, its officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney fees, costs and expenses of whatsoever kind or nature, at any time arising, in connection with any legal challenges or appeals associated with such approval. The Applicant(s)/Property Owner(s)' liability for indemnity under this agreement shall apply regardless of fault, to any acts or omissions, or negligent conduct, whether active or passive, on the part of City, its officers, employees, agents or assigns. The Applicant(s)/Property Owner(s) shall, at its expense and using counsel approved by City, defend any action, suit or proceeding arising hereunder and shall reimburse and pay City for loss, cost, damage or expense (including the cost of its attorneys) suffered by City hereunder.

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

Application Type/Number: \_\_\_\_\_

Fee Type and Deposit Amount Paid: \_\_\_\_\_

Applicant(s)/Property Owner(s) Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Applicant/Property Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Property Owner Signature

\_\_\_\_\_  
Date