



CITY OF ARVIN

Community Development Department – Planning Division
 141 Plumtree Drive, Arvin, CA 93203
 Phone (661)854-6183 Fax (661)854-2969
mcuxum@arvin.org

Public Convenience/Necessity Application

Application to the City Arvin Planning Commission for a Letter of Public Convenience/Necessity Relating to the Sale of Alcohol within the limits of the City of Arvin. Some Public Convenience/Necessity Application might be required to also submit a Conditional Use Permit Application.

This application will not be accepted until all of the information and accompanying documents are complete and submitted along with appropriate fees.

SECTION 1: Payment of Fees *Subject to Cost Recovery

PHN Fee – 1,500.00	\$1,500.00
Maintenance Fee – MF-GP-2: \$0.022 per square foot of lot area CMF-AP-2 - \$25.00 FM-CD-1 - \$20.00	SUB-Total: Calculate Fee: _____ + : \$25.00; + : \$20.00;
Total Due:	

Date Received	
Staff Person Name:	
Receipt No.	

SECTION 2: Business Information

- Name of Business:
- Type of Business:
- Address:
- Contact Information: Email:

5. Hours of Operation:
6. Census Track No.:
7. Assessor's Parcel No.

SECTION 3: Applicant Information *Name of Applicant should match the applicant named on the ABC License.

1. Name:
2. Mailing Address:
3. Email:
4. Phone Number:

SECTION 4: Agent Information *Complete this section if this Application is being submitted by someone other than the Applicant.

8. Name:
9. Email:
10. Phone Number:

Relationship to Applicant: Agent Other Please Specify: _____

SECTION 5: Provide a Diagram on the proposed location *Required

SECTION 6: Additional Information *Required

1. Is the Business Operating Now? Yes No

If Yes, How long? _____

If No, what is the anticipated date of opening? _____

2. Is opening of the business contingent upon issuance of Liquor License? Yes No

3. Has an application been submitted to ABC?

4. ABC License # _____ ABC Representative: _____

5. Type of ABC License being requested: _____

6. Date of Posting: _____

7. Reason for PCN: Over Concentration High Crime

8. Please provide the Square Footage of gross floor space:

9. Please provide the percentage of gross floor area devoted to sale and display of alcoholic beverages:

10. Have you had any licenses revoked by ABC?

11. Identify all licenses currently held and their location:

12. Does this project involve the expansion of the existing building or will there any new construction associated with the building?

13. Please identify the Public Convenience that warrants the approval of your application:

SECTION 7: Consent of Applicant and Property Owner(s) *If Applicable

Consent of Applicant and Property Owner(s):

The consent of the applicant and property owner, if not the applicant, is required for filing an application for a land use development permit within the City of Arvin. The signatures of the applicant and property owner(s) below constitutes consent for filing of this application. *Applicants shall be responsible for all costs and fees associated with their application.* The applicant shall be responsible for maintaining a zero balance with the Community Development Department for the City of Arvin. If a negative balance occurs, it may cause the application to become incomplete until sufficient funds are paid to the City of Arvin. If funds are not deposited within 30 calendar days, the application shall become void and a new application will be required.

1. _____
Property Owner(s) Signature(s)

Print Name

2. _____
Property Owner(s) Signature(s)

Print Name

Date: _____

Applicants Signature

Print Name

Date

SECTION 8: Indemnification and Cost Recovery Agreement

Indemnification and Cost Recovery Agreement

In consideration by the City of Arvin of a project, including any related environmental documents,
for a _____
(Identify the type of project from page 1)

located at _____
(Address or general location)

I/We, _____
(Print name of property owner or authorized representative/applicant)

agree to indemnify, defend, and hold harmless the City of Arvin, its officers, agents, employees, departments, commissioners or boards ("City" herein) against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, in any way arising from, the terms and provisions of this application, including without limitation any CEQA approval or any related development approvals or conditions, whether imposed by the City or not, except for the City's sole gross negligence whether active or not, or willful misconduct.

This indemnification agreement does not prevent the property owner from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued.

The City will promptly notify property owner of any such claim, action or proceeding, falling under this condition within thirty (30) days of actually receiving such claim. The City, in its sole discretion, shall be allowed to choose the attorney or outside law firm to defend the City at the sole cost and expense of the property owner and the City is not obligated to use any law firm or attorney chosen by another entity or party.

The Applicant further agrees to pay all costs associated with the review and processing of the application and agrees to deposit additional monies as may be required to pay for all costs in the review and processing of the application. The Applicant also acknowledges that should additional requested deposits are not received; the City shall not be obligated to process or take action on the application