

KEEPING OF BACKYARD HENS USE PERMIT APPLICATION

Zone Applicable to Property Hens Will Be Kept On:

RD-3 RD-4 RD-5 RD-6 RD-7 Other _____

CITY USE ONLY

Application No: _____

Date submitted: _____ Expires: _____

Rec'd by: _____ Fee: ZERO

Revised: 02/10/2014

Property & Use Information

Property Address/Location:	
Property Owner Statement:	I, the below signed property owner, acknowledge the keeping of backyard hens at this property & confirm all sections of Chapter 8.11 in the Rancho Cordova Municipal Code have been and will be followed. If all requirements are not met, I understand that I can be held liable for any violations, and may be subject to the enforcement and penalties provisions of the ordinance, including but not limited to applicable fines & fees.
Property Owner Approval & Signature Required:	<p>_____ Date: _____</p> <p>Property Owner Signature</p> <p>_____</p> <p>Print Name</p>
Number of Hens:	
Description of Coop:	
Height of Coop:	
Square Footage of Coop:	
Description of Coop Location on Property:	
Distance from Coop to Nearest Dwelling Unit:	
Description of Fence Surrounding Backyard/Rear Yard:	

Contact Information

Property Owner:

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____
E-mail: _____

Applicant:

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____
E-mail: _____

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:

- 1) Applicant(s) acknowledge ands 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)

- 2) Applicant(s) agree to defend, indemnify and hold harmless the City of Rancho Cordova ("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, 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)

- 3) Applicant(s) acknowledges and agrees that this application sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change or addition to this application form shall be binding upon the City unless reduced to writing and signed by the City Manager, or his/her designee. No course of conduct shall be binding upon the City and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppel. _____(Initial)

- 4) No employee, agent, independent contractor or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application and Applicant(s) acknowledge and agree that it/they have not relied upon any promises, representations, conditions or understandings other than those set forth in this application. _____(Initial)

- 5) This Application shall be a public record. However, the City may, pursuant to Government Code section 6254 and following, withhold private contact information of an applicant and/or property owner. _____(Initial)

6) 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 Sacramento, State of California. Should legal proceedings 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)

IT IS SO AGREED:

Applicant Signature

Date

**Chapter 8.11
KEEPING OF BACKYARD HENS**

Sections:

- 8.11.010 Purpose.
- 8.11.020 Definitions.
- 8.11.030 Exceptions to regulations.
- 8.11.040 Requirements for the keeping of backyard hens.
- 8.11.050 Issuance of permit.
- 8.11.060 Enforcement and penalties.

8.11.010 Purpose.

The purpose of this chapter is to set forth reasonable requirements to allow for the keeping of backyard hens in appropriate residential areas of the city so that residents may participate in the noncommercial production of eggs in a safe, sanitary, and nuisance-free manner. [Ord. 30-2013 § 2].

8.11.020 Definitions.

- A. "Hen" shall mean a female chicken.
- B. "Rooster" shall mean a male chicken.
- C. "Poultry" shall mean any domesticated fowl, including chickens, turkeys, ducks, geese, and guinea fowl.
- D. "Dwelling unit" shall mean any properly permitted attached or detached building or mobile or manufactured home which provides living facilities for one or more persons for living, sleeping, eating, cooking and sanitation.
- E. "Coop" shall mean the physical structure in which hens are kept at night. The coop is exclusive of any additional pen or run that may surround the coop. [Ord. 30-2013 § 2].

8.11.030 Exceptions to regulations.

This chapter shall not apply to any parcel zoned for agricultural, commercial, or industrial uses where the keeping or production of poultry is permitted. This chapter shall not apply to any parcel zoned RR, RD-1, or RD-2 where the keeping of poultry is permitted. [Ord. 30-2013 § 2].

8.11.040 Requirements for the keeping of backyard hens.

- A. It shall be unlawful to keep, possess, or maintain poultry or fowl on any parcel of property located in the city except in accordance with the following regulations:
 - 1. A maximum of six hens may be kept within the backyard or rear yard of a developed residential lot within the RD-3, RD-4, RD-5, RD-6, or RD-7 land use categories with a permit issued pursuant to RCMC 8.11.050.
 - 2. No roosters shall be allowed.
 - 3. Hens shall not be kept for commercial purposes.
 - 4. No slaughter of hens or roosters is allowed.
 - 5. All bulk chicken feed must be stored in fully enclosed, rodent-proof containers.
 - 6. All hens must be confined in a coop from sunset to sunrise. Hens may roam free within a fully fenced rear or side yard area during daylight hours.
 - 7. The coop must be located within the rear or side yard of the property, at least five feet from rear or side yard property lines and at least 20 feet from any dwelling unit on an adjacent parcel. The hen coop must not obstruct any required exits from a dwelling unit.
 - 8. Hen coops must meet the following requirements:
 - a. Be properly ventilated and have a roof.

- b. Be constructed of adequate strength to protect hens from predators and to prevent hens from escaping.
- c. Be constructed in a manner to ensure that hens are not overcrowded and have ample space for movement.
- d. Provide sufficient shade to prevent overheating.
- e. Be maintained in a clean and sanitary condition and cleaned regularly to prevent buildup of feces, food particles, and offensive odors.

9. Hens shall not produce continuous, excessive noise causing unreasonable disturbance to residents of adjacent properties, pursuant to the standards of RCMC 6.68.150. [Ord. 30-2013 § 2].

8.11.050 Issuance of permit.

A. An application for a permit for the keeping of backyard hens must be made on the form provided by the animal services manager and shall include the following minimum information:

- 1. The number of hens desired;
- 2. A description of the hen coop, including height and square footage;
- 3. A description of the planned location of the hen coop;
- 4. The distance from hen coop to the nearest dwelling unit;
- 5. A description of the fence surrounding the backyard or rear yard of the property;
- 6. The signature of the property owner.

B. Upon submission of a completed permit application, the payment of any nonrefundable permit fee set by city council resolution, and a finding by the animal services manager that the proposed keeping of hens complies with the requirements of this chapter, the animal services manager shall issue a revocable permit. The permit shall be valid for a period of five years from the date of issuance.

C. Permits for the keeping of backyard hens shall be renewable for a five-year term upon the filing and approval of a new application and the payment of any nonrefundable permit fee set by city council resolution. [Ord. 30-2013 § 2].

8.11.060 Enforcement and penalties.

A. The animal services manager and planning director may promulgate regulations pursuant to this article to protect the health, safety, and welfare of the public, to ensure proper and humane treatment of all hens, and to prevent nuisances. Such regulations shall be effective upon approval by city council resolution.

B. Enforcement of this chapter shall be carried out by the animal services manager and his or her designees, as well as the planning director and his or her designees.

C. Individuals authorized to enforce this chapter, to the extent authorized by law, may enter, at reasonable times, upon and inspect any premises where hens are kept where such entry is necessary to enforce the provisions of this chapter. The provisions of Chapter 8.04 RCMC shall also apply to this chapter.

D. Any violation of this chapter shall be a public nuisance and subject to the penalties and enforcement as provided in Chapter 16.18 RCMC.

E. Upon any violation of this chapter, the animal services manager may revoke the corresponding permit. The issuance of any future permit may be denied following such revocation.

F. The remedies and penalties provided herein are cumulative, alternative and nonexclusive. The use of one does not prevent the use of any others, and none of these penalties and remedies prevent the city from using any other remedy at law or in equity which may be available to enforce this chapter or to abate a public nuisance. [Ord. 30-2013 § 2].

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