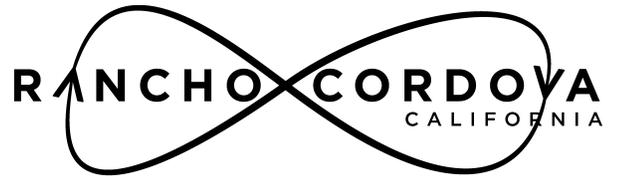


# Administrative Entitlement Application

Revised July 2017



**Pre-Application Meeting:** It is recommended that a Pre-Application meeting is scheduled with the Planning Staff to discuss the project prior to submittal of a formal Application. An appointment can be requested by calling the Planning Department at (916) 851-8750.

## Type of Application

- Administrative Use Permit** – provides a process for director review and determination of requests for uses and activities whose effects on adjacent sites and surroundings need to be evaluated in terms of specific development proposals for the specific site. RCMC 23.125
  
- (PCN) Public Convenience & Necessity** – A request to sell alcoholic beverages within an area deemed high in crime. Applicant must prove that the business operation will provide some kind of benefit to

- Adjustment** – request for variations to certain code provisions to allow creative design solutions and accommodate unique site conditions. RCMC 23.131

### City Use Only

Application: # \_\_\_\_\_  
Date Submitted: \_\_\_\_\_  
Received By: \_\_\_\_\_  
Deposit: \_\_\_\_\_

## Property Information

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

Property Address/Location: \_\_\_\_\_

Existing General Plan: \_\_\_\_\_ Existing Zoning: \_\_\_\_\_ Assessor's Parcel #: \_\_\_\_\_

Size of Property: \_\_\_\_\_ Water Supply Provider: \_\_\_\_\_

Project Description: \_\_\_\_\_

## Applicant Information

Applicant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_

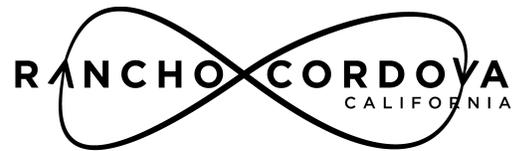
Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### PLANNING DEPARTMENT

2729 Prospect Park Drive | Rancho Cordova, CA 95670  
Phone: (916) 851-8750 | Fax: (916) 851-8750





City of Rancho Cordova  
 Planning Department Fee Schedule

Description	Fee	Description	Fee
Administrative Use Permit	\$1,184	Adjustment	\$1,231
PCN (Public Convenience & Necessity)	\$1,830		

**APPLICATION SUBMITTAL MATRIX**

SUBMITTAL MATERIALS	Administrative Use Permit	Adjustment	PCN (Public Convenience & Necessity)
APPLICATION AND FEES	X	X	X
AGENT AUTHORIZATION	X	X	X
RADIUS MAP	X	X	X
Property Owner and Occupant 500 Ft Radius <b>FROM PROPERTY LINE</b> List and Envelope Labels (One set)	X	X	X
CURRENT TITLE REPORT	1	1	1
SITE PLAN & FLOOR PLAN (8.5 X 11 and 11 X 17)	X	X	X
DIGITAL SET OF PLANS	X	X	X
ELEVATION, LANDSCAPE, LIGHTING PLANS	X If Applicable	X If Applicable	

1. If requested by the Project Planner

**Entitlement Process Summary:**

The following is a brief summary of the process:

1. Pre-application Meeting
2. Application is submitted. Staff member reviews the project submittals for completeness.
  - a. Please Note: That a separate submittal and fees may be needed for Sacramento Metro Fire Dept. Please contact them by phone at 916-859-4300 or at [www.metrofire.ca.gov](http://www.metrofire.ca.gov).
3. Staff distributes project to City Departments and outside agencies for review and comments.
4. City staff receives comments and sends out comments to the applicant.
5. Applicant is notified if the project is within compliance.
6. Public Notice Notification:
7. Written notifications sent to property owners and occupants within 500 feet of subject property line. A 10 day period for questions and comments about the project. A request for a hearing may be requested during this time.
8. A final determination is completed on the project after the public notice period.
9. Appeals may be filed with the Department within 10 calendar days following the date of the final determination 23.110.160
10. Applicant is notified of approval or denial or if it is appealed.
11. If approved, the applicant may submit construction/building plans for review.

\*Construction/Building Plans may be submitted for review prior to project approval at the applicant's own risk.



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 by the Applicant and Property Owner:

- 1) Under penalty of perjury, I certify 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 sign for the corporation, owner's legal agent, or the owner's authorized representative (include a notarized consent form from the owner). \_\_\_\_\_(Initial)
2) Acknowledge and agree that by making this application, I have included all of the required items in hard copy (see submittal checklist) and digital format compatible with Microsoft Office Software. Applicant understands that missing items, inaccurate items, false information, or misleading items or information may delay the processing of the application or a permit revoked upon discovery. Furthermore, all application materials, and any outstanding balances accrued above the original deposit, must be submitted/paid prior to Public Hearing Notice publication. I further acknowledge and agree that by signing this document, I accept the responsibility of posting public site notification boards regarding the proposed project at the project site, if required by City staff. This Application shall be a public record. \_\_\_\_\_(Initial)
3) Government Code Section 65105 states that City staff may enter upon the subject property in the performance of their functions and make site inspections and surveys. I hereby grant City staff with such permission. \_\_\_\_\_(Initial)
4) Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City of Rancho Cordova ("City") and its agents, officers, consultants, and employees ("City's Agents") from any and all claims, actions, suits, 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. Nothing in this paragraph obligates the City to defend any Claim and the City is not 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. \_\_\_\_\_(Initial)

Hazardous Waste Affidavit

- 5) Government Code Section 65962.5 requires each applicant for any development project to consult the State Hazardous Waste and Substance Sites List. (www.dtsc.ca.gov click on "Public" tab, click on "Envirostor: Database of sites and facilities" type in address. Or http://calepa.ca.gov/sitecleanup/corteslist/ open each 5 listed link and check address. For water http://geotracker.waterboards.ca.gov/sites by County. 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 Rancho Cordova 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 I. In either situation the Applicant must complete and sign the Affidavit in the space below.

I have been informed by the City of Rancho Cordova of my responsibilities pursuant to Government Code 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 the location of a Hazardous Waste or Substance Site by the Office of Planning and Research, State of California.

- checkbox The project site is located in an area listed as a Hazardous Waste or Substance Site.
checkbox 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 foregoing is true and correct.

Applicant Signature

Date



**Fees/Funds**

- 6) Applicant(s) do not have any past-due balances payable to the City for an previous project. \_\_\_\_\_ (Initial)
- 7) Applicant(s) acknowledge and agree that the Applicant(s) will fully reimburse the City for costs incurred in connection with the Application Process regardless of any action taken by the City with respect to the application. Applicant(s) also acknowledge and agree that the Fees (hereinafter "Funds") paid herewith may not be adequate to fully reimburse the City for costs incurred in connection with the Application Process, and that periodically, as the need arises, Applicant(s) may be called upon to make further deposit of Funds. Applicant(s) agrees that there shall always remain on deposit with the City sufficient Funds to cover the anticipated costs to be incurred with the Application Process through the Public Hearing Process. In the event, for any reason, a City request for further deposit of Funds from Applicant(s) is not fully satisfied, within fifteen (15) business days the City may cease processing of this application. The Applicant(s) is responsible to fully reimburse the City for costs incurred in connection with this Application regardless of whether the City requests additional deposits or stops processing the project. The advance of Funds shall not be dependent upon the City's approval or disapproval of the Applicant(s)' Application, or upon the result of any action, and shall in no way influence the Project. Neither Applicant(s) nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the results of the Application Process or the selection of an alternative favorable to or benefiting Applicant(s). \_\_\_\_\_ (Initial)
- 8) Applicant(s) also acknowledge and agree that the failure to fully reimburse the City for costs incurred in connection with the Application Process as provided in this Application may result in the City placing a lien or assessment upon the subject property for the full amount of any outstanding Funds owed to the City for processing Applicant(s)'s application. Until all outstanding Funds are paid in full, the City may also refuse to process any future applications by the Applicant(s), including applications for unrelated projects. \_\_\_\_\_(Initial)

**Application Covenants, Conditions, and Understandings**

- 9) Applicant(s) acknowledges and agrees that this application is a contract between the Applicant and the City and that all obligations are enforceable against the Applicant regardless of the status or outcome of the Application process. 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 and the Applicant. 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 of that or any provision. \_\_\_\_\_(Initial)
- 10) No employee, agent, independent contractor or other representative of the City, other than the City Manager or a majority of 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)
- 11) 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)

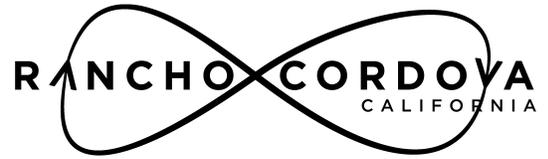
**It Is So Agreed:**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Property Owner Signature**

\_\_\_\_\_  
**Date**



## CITY OF RANCHO CORDOVA PLANNING LETTER OF AUTHORIZATION

This form shall serve to notify the City of Rancho Cordova 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/Business: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

### Type of Application(s):

\_\_\_\_\_  
\_\_\_\_\_

### Legal Owners:

I we/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.

1) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

2) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

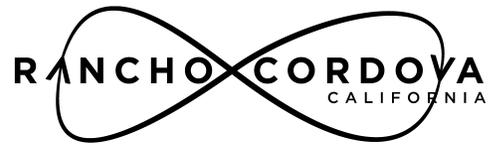
Date \_\_\_\_\_

3) 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(s) being submitted.*



# CITY OF RANCHO CORDOVA PLANNING LETTER OF CERTIFICATION

This form is to be completed by the person/firm preparing the map and list of property owners **and residents of absentee owners** within five hundred feet (500') of the project site.

State of California  
County of Sacramento  
City of Rancho Cordova

I, \_\_\_\_\_ hereby certify that attached list and labels contain the names and addresses of all persons having ownership, as they appear on the latest available assessment roll of the County of Sacramento and in the case of an absentee owner, **the addresses of all renters or lessees** of said address within the area described and for a distance of five hundred feet (500') from the exterior boundaries of the project site.

Please Note: Complete the items below only in the presence of a Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before  
me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
*Date Month Year*

By  
(1) \_\_\_\_\_

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me,

*Seal*  
(Place Notary Seal Above)

Signature \_\_\_\_\_  
*Signature of Notary Public*

**Note: The City Rancho Cordova can notarize this form.  
Please call ahead to confirm the Notary will be available.**