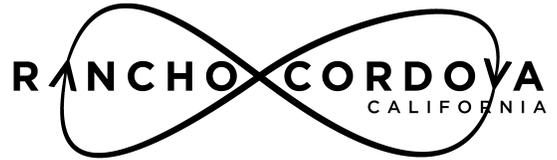


Reasonable Accommodation Application

Last Revised July 2017



Reasonable Accommodation: A request for reasonable accommodation is for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act in the application of zoning laws and other land use regulations, policies, and procedures.

- A. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.
- B. A reasonable accommodation is granted to the household that needs the accommodation and does not apply to successors in interest to the site.
- C. A reasonable accommodation may be granted in compliance with this chapter without the need for the approval of a variance.

Submittal Requirements: Submit to Planning Department

- Completed Application
- Project Description
- Site Layout (11x17), if applicable related to the project description
- Letter of Authorization, if applicable

Reasonable Accommodation Deposit \$2,000.00

Applicant Information

Applicant Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **E-mail:** _____

Current Use of the property: _____

The basis for the claim that the individual is considered disabled under the Acts: _____

Why the reasonable accommodation is necessary to make the specific property accessible to the individual: _____

I/we hereby certify that the foregoing information is true and correct and that the buildings or land will not be used for any other purpose than indicated in this application

Applicant Signature: _____ **Date:** _____

Submittal Date: _____ **Permit No.:** _____ **Received By:** _____ **Fees Paid:** _____

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 Authorization Letter). _____(Initial)
- 2) Acknowledge and agree that by making this application, I have included all of the required items in hard copy (see submittal checklist). 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 approval. 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. 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)

Fees/Funds

- 5) 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. 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)
- 6) 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

- 7) 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)

- 8) 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)
- 9) 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.

Applicant/Authorized Person:

Name/Business _____

Address _____

City/State/Zip _____

Phone _____

Type of Applications: _____

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.***