

a fresh take.

RANCHO CORDOVA
CALIFORNIA

PLANNING DEPARTMENT
2729 Prospect Park Drive | Rancho Cordova, CA 95670
Phone: (916) 851-8750 | Fax: (916) 851-8762

ADMINISTRATIVE ENTITLEMENT APPLICATION

Type of application:

- Boundary Line Adjustment
- Administrative Use Permit
- Public Convenience & Necessity
- Adjustment
- Other: _____

CITY USE ONLY

Application No: _____

Date submitted: _____

Rec'd by: _____ Fee: _____

Revised: 10/25/11

Property Information

Project Name: _____

Project Description: _____

Property Address/Location: _____

Parcel Number(s): _____

Zoning Designation: _____

Contact Information

Property Owner:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Applicant:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Billing Address:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

Interdepartmental Meeting Acknowledgement

I (We) hereby acknowledge that the Planning Department will coordinate an interdepartmental meeting to provide an opportunity to discuss the proposed conditions of approval and resolve any issues, concerns and/or make modifications to the proposed conditions. I (We) have the option to decline attendance of the meeting in writing and understand that I (We) may not be given the opportunity to request modifications to the conditions of approval once the project has been scheduled for a public hearing. I (We) understand that if a request is made to modify or add a condition(s) of approval once a public hearing is scheduled, the project may be continued to a future hearing date.

Applicant Signature

Date

Property Owner Signature

Date

Hazardous Waste Affidavit

Government Code Section 65962.5 requires each applicant for any development project to consult the State Hazardous Waste and Substance Sites List. 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 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.

- The project site is located in an area listed as a Hazardous Waste or Substance Site.
- 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

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 and agree that by making this application, and under the authority of Government Code Section 65105, in the performance of their functions, City staff may enter upon the subject property and make examinations and surveys, provided 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) certify under penalty of perjury 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 having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner). _____(Initial)

- 3) Applicant(s) acknowledge and agree that I have included all of the required items in hard copy (see submittal checklist for size requirements) and digital format compatible with Microsoft Office Software and understand that missing items may result in delaying the processing of my application; furthermore, all application materials, 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 (inquire with staff) regarding the proposed project at the project site. _____(Initial)

- 4) 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)

- 5) Applicant(s) acknowledge and agree 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)

6) 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)

7) This Application shall be a public record. _____(Initial)

8) 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/Firm _____

Address _____

City/State/Zip _____

Phone _____

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.

Printed Name _____

Signature _____

Date _____

Printed Name _____

Signature _____

Date _____

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