

*a fresh take.*

**RANCHO CORDOVA**  
CALIFORNIA

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

## DISCRETIONARY ENTITLEMENT APPLICATION

**Type of application:**

- General Plan Amendment
- Design Review
- Minor Design Review
- Specific Plan Amendment
- Rezone
- Limited Use Permit
- Tentative Parcel Map
- Conditional Use Permit
- Variance (must submit Variance Supplemental Form)
- Tentative Subdivision Map
- Other: \_\_\_\_\_

**CITY USE ONLY**

Application No: DD-\_\_\_\_\_

Date submitted: \_\_\_\_\_

Rec'd by: \_\_\_\_\_ Deposit \_\_\_\_\_

Revised: 10/25/11

### Property Information

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

Assessor's Parcel No: \_\_\_\_\_

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

Existing General Plan/Zoning: \_\_\_\_\_

Project Detail: (Please include water supply provider) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 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 Division 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, 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) 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 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) do not have any past-due balances payable to the City for an previous project. \_\_\_\_\_ (Initial)
- 4) 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, inaccurate items or misleading items may result in delaying the processing of my application or issuance of an invalid permit; 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 (inquire with staff) regarding the proposed project at the project site. \_\_\_\_\_(Initial)
- 5) Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City 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. 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)
- 6) 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 Applicant(s)'s 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 and the related project, and record the failure to make the requested deposit of Funds as the Applicant(s)' request to stop processing the application as is herein the legal claim of the title of

the property. 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)

7) Applicant(s) also acknowledge and agree that the failure to fully reimburse the City for costs incurred in connect with the Application Process as provided in this application may result in the City placing a lien 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)

8) 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 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)

9) 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)

10) This Application shall be a public record. \_\_\_\_\_(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/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.**

**City of Rancho Cordova**  
**Planning & Public Works Deposit Replenishment Policy**

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Upon submittal of a development application for Planning or Public Works services, the City of Rancho Cordova shall collect the appropriate deposit(s) for all entitlements and/or reviews required pursuant to the Planning Application Fee & Deposit Schedule or the Public Works Fee & Deposit Schedule.

Within 30 days of application submittal, City staff may provide an estimated total budget, a timeline for the project and a minimum deposit amount that the project cannot fall below. The minimum deposit amount will generally be sufficient to cover the next 2 – 4 months of project costs.

When the cost of work performed on any given application reaches 60% of the initial deposit amount, the project manager may review the projects status to determine whether an additional deposit could be required. If a deposit is required, the City will contact the applicant to request a Deposit Replenishment in an amount sufficient to complete the project or an amount to be determined by the project manager for large development projects. If the Deposit Replenishment is not received within 15 days, the City may stop work on the project and notify the applicant that work will resume when the deposit is received.

Prior to the public hearing notice being sent for a project, or the final decision being made on a non-public hearing item, a final accounting shall be conducted to determine if sufficient funds are on hand to complete the project. If sufficient funds are not on hand, an amount equal to meet the projects budget will be requested from the applicant for project completion.

For complex projects, the City may continue some work on conditions of approval that necessitate retaining at least a modest ongoing deposit. For any projects with a remaining Developer Agreement (DA) deposit, the deposit may not be refunded until a new deposit has been established with the City for the annual DA compliance review for the project.

I hereby agree to the policy stated above:

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

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Project Name  
2008729.3