



DEVELOPMENT SERVICES - PLANNING
8401 LAGUNA PALMS WAY • ELK GROVE, CALIFORNIA 95758
TEL: 916.478.2265 • FAX: 916.691.3175 • www.elkgrovecity.org

CITY OF ELK GROVE PLANNING APPLICATION FOR TEMPORARY USE PERMIT

Application No: _____

Date submitted: _____

Rec'd by: _____ Fee Paid _____

1. PROPERTY INFORMATION (ALL FIELDS MUST BE COMPLETED PRIOR TO SUBMITTAL)

Project Name _____

Assessor's Parcel No: _____

Property Address/Location: _____

Existing General Plan/Zoning:(as stated in Elk Grove GP and Zoning. Please contact staff if you are unsure of the correct designations)

Gross Acres: _____

Project Detail: (submit separate attachment if necessary)

Existing Use of the Property: _____

Water Supply (Provider): _____

Sewage Disposal (Provider): _____

Electric/Gas Service (Provider): _____

2. CONTACT INFORMATION

PROPERTY OWNER:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

APPLICANT:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

AGENT:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

OTHER:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

The Planning Department will notify the applicant and one other individual of all proceedings regarding this application. Please supply the name, address, and phone of the additional person to receive such notification.

3. AGREEMENT AND REPRESENTATIONS OF APPLICANT AND PROPERTY OWNER

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.
- 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).
- 3) Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application. I further acknowledge and agree that by signing this document I accept the posting of public notices regarding the proposed project at the project site, as provided for in paragraph 4, and agree to pay all related costs.

4) Applicant(s) agree to defend, indemnify and hold harmless the City of Elk Grove ("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.

5) Applicant(s) acknowledges and agrees that as of July 1, 2008, the City will not notice this project for public hearing and/or consider the project if the project does not have a positive fund balance. Additionally the Applicant is waiving their ability to be heard by the Planning Commission in an expeditious manner by having a past due account.

6) 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.

7) 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.

8) This Application shall be a public record.

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.

This application is not complete, and processing of this application may not begin, until all initials and signatures are provided.

By signing below, the parties hereto agree that the information provided herein is true and correct, and hereby agree to the terms set forth herein.

IT IS SO AGREED:

Applicant Signature

Date

Name (Print)

Property Owner Signature

Date

Name (print)

4. ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE

Please answer the following questions and return with your project application. Attach additional sheets as needed. All questions must be answered. Your answers will be used for preliminary environmental review of your project pursuant to CEQA. In order to fully assess the potential effects on the environment from the proposed project, additional information (such as a Phase 1 Environmental Assessment, Traffic Report, Biological Report, Noise Study, etc.) may be required.

- 1. On a separate sheet, describe the physical setting of the **project site** as it exists. Include information on topography, soils, vegetation, and wildlife. Also describe any existing structures and uses on the project site.
- 2. Describe the physical setting of the **surrounding properties** as it exists. Include information on topography, soils, vegetation, and wildlife. Also describe any existing structures and uses.

- 3. Would the implementation of your project result in the demolition of any existing buildings? If so, please indicate date of construction and type of material used. Yes
No

- 4. Please describe any grading activities (cubic yards) and/or topographic changes needed to carry out your project (attach additional sheets if necessary).

- 5. Does the project include the removal any of native or non-native trees? If so, please indicate species, diameter at 4½ feet height, and number. Yes
No

- 6. Please indicate supplier of water/water facilities to the project site: _____

- 7. Please indicate supplier of wastewater service to the project site: _____

- 8. Please disclose any notices of intent to preserve mineral rights that have been recorded on the subject property pursuant to California Civil Code, section 883.230.



CITY OF ELK GROVE PLANNING

LETTER OF AUTHORIZATION

This form shall serve to notify the City of Elk Grove 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.

5. TEMPORARY USE PERMIT APPLICATION SUBMITTAL CHECKLIST

The purpose is to allow uses of a temporary nature on private property to exist for a specified length of time, in a manner which will not adversely impact the general welfare of persons residing in the community.

1. Provide a detailed description of event:
 - a. Time/Duration/Date of event
 - b. Location
 - c. Detailed description about Vendors/Sales/Music/Activities
 - d. Tent locations and dimensions (where applicable)
 - e. Estimated attendance
 - f. Security plans (where applicable)
2. Environmental Assessment Questionnaire
3. Provide a site plan or diagram of the event location and setup
4. Proof of insurance is required for Temporary Use Permits (Minimum requirements):

Commercial Events

 - a. General Liability insurance with \$1M per occurrence/\$2M aggregate
 - i. Separate endorsement naming the City of Elk Grove and each of its officers, officials, employees, agents and authorized volunteers as additional insured

Residential Events

 - a. Proof of current homeowner's coverage
5. Provide verification of Fire Department Permits
6. Proof of tax-exempt status is required for Temporary Use Permit Applications for tax-exempt Organizations.