

SUTTER COUNTY DEVELOPMENT SERVICES DEPARTMENT

Building Inspection Code Enforcement Engineering/Water Resources Environmental Health Planning Road Maintenance

Uniform Application Form

☐ Administrative Permit ☐ Design Review ☐ General Plan Amendment ☐ Minor Use Permit ☐ Planned Development Amendment ☐ Other	 ☐ Use Permit ☐ Use Permit Amendment ☐ Variance ☐ Zoning Code Interpretation ☐ Zoning Code Text Amendment 	
	OFFICE USE ONLY	
Application No.:	Date Filed:	
Receipt No.:	Bate Filed.	
Other Related Applications:		
(PLEAS	SE TYPE OR PRINT INFORMATION)	
Applicant*:		
Address of Applicant:		
Phone No.:	Email:	
Property Owner:		
Address of Property Owner:		
Phone No.:	Email:	
Engineer/Architect:		
Address of Engineer/Architect		
Phone No.:	Email:	
Assessor's Parcel Number:		
Site Address:		
Area of Property (Acres or Square F	eet):	
Existing Zoning of Property:	•	
General Plan Designation of Proper	ty:	
Describe Project Request:		
*The applicant will be considered the primary arrangements are made in writing.	point for all correspondence and contact from Su	utter County unless other
Signature of Applicant	Date	
Signature of Property Owner	Date	
organical or a report of our lor	Date	

Administrative Permit ☐ Planning Division Fee Fixed Rate \$5,610.00 ☐ Environmental Health Division Fee Fixed Rate \$236.00 ☐ Engineering Division Fee Fixed Rate \$834.00 Total Fees Due at time of application submittal \$6,680.00 Fixed Rate **Administrative Permit Amendment** ☐ Planning Division Fee Fixed Rate \$3,366.00 ☐ Environmental Health Division Fee \$236.00 ☐ Total Fees Due at time of application Submittal \$3,602.00 **Design Review** ☐ Less than 12,000 sq. ft. or a warehouse / outdoor Fixed Rate storage use type less than 25,000 sq. ft. \$1,683.00 Between 12,000-65,000 sq. ft. of area or a Fixed Rate warehouse / outdoor storage use type 25,000 - 100,000 \$4,488.00 sq. ft. of area ☐ Greater than 65,000 sq. ft. of floor area or warehouse Fixed Rate / outdoor storage use type over 100,000 sq. ft. of area \$6,732.00 ☐ Engineering Division Fee Fixed Rate \$834.00 **General Plan Amendment** Fixed Rate \$9,911.00 ☐ Planning Division Fee ☐ Environmental Health Division Fee Fixed Rate \$236.00 ☐ Engineering Division Fee Fixed Rate \$834.00 Total Fees Due at time of application submittal \$10,981.00 Fixed Rate **Minor Use Permit** ☐ Planning Division Fee Fixed Rate \$2,057.00 ☐ Environmental Health Division Fee **Fixed Rate** \$302.00 Total Fees Due at time of application submittal Fixed Rate \$2,359.00 **Planned Development Amendment** ☐ Planning Division Fee Fixed Rate \$8,228.00 ☐ Environmental Health Division Fee Fixed Rate \$302.00 ☐ Engineering Division Fee Fixed Rate \$834.00 Total Fees Due at time of application submittal Fixed Rate \$9,364.00 Rezoning ☐ Planning Division Fee Fixed Rate \$9,911.00 ☐ Environmental Health Division Fee Fixed Rate \$302.00 ☐ Engineering Division Fee Fixed Rate \$834.00 Total Fees Due at time of application submittal Fixed Rate \$11,047.00 Specific Plan / Specific Plan Amendment ☐ Planning Division Fee At Cost Deposit \$15,000.00 ☐ Engineering Division Fee Fixed Rate \$834.00 Total Fees Due at time of application submittal At Cost /Fixed Rate \$15,834.00 Surface Mining ☐ Surface Permit/Reclamation Plan At Cost Deposit \$15,000.00 ☐ Amendment to Surface Mining Plan \$14,400.00 Fixed Rate ☐ Amendment to Reclamation Plan At Cost Deposit \$5,000.00 ☐ Interim Management Plan Fixed Rate \$3,000.00

Fixed Rate

\$1,668.00

☐ Engineering Division Fee

Parcel or Tentative Subdivision Map		
☐ Planning Division Fee – Parcel Map	Fixed Rate	\$6,732.00
☐ Planning Division Fee – Subdivision Map	Fixed Rate	\$11,781.00
Environmental Health Division Fee		
☐ 1-4 lots on septic and/or individual well	Fixed Rate	\$302.00 +
		\$113.00 per Lot
☐ 5 or more lots on septic and/or individual well	Fixed Rate	\$604.00 +
		\$113.00 per lot
☐ Divisions on public utilities		\$302.00
☐ Engineering Division Fee (up to 4 parcels)	Fixed Rate	\$2,085.00
☐ Engineering Division Fee (Com./Ind. or 5+ parcels)	Fixed Rate	\$2,780.00
☐ Gilsizer Drainage District Map Check Fee* *Applies only to properties within the boundaries of	Fixed Rate	\$25.00
Applies only to properties within the boundaries of	the Gilsizer county Draina	age District
Time Extension		
☐ Time Extension for Approved Map	Fixed Rate	\$1,122.00
☐ Use Permit Time Extension	Fixed Rate	\$561.00
		*
Use Permit		
☐ Planning Division Filing Fee	Fixed Rate	\$8,228.00
☐ Environmental Health Division Fee	Fixed Rate	\$302.00
☐ Engineering Division Fee	Fixed Rate	\$834.00
Total Fees Due at time of application submittal	Fixed Rate	\$9,364.00
Use Permit Amendment (Minor – Less 20% increase)	Te: 15 (* * * * * * * * * *
☐ Planning Division Fee	Fixed Rate	\$1,683.00
☐ Environmental Health Division Fee	Fixed Rate	\$302.00
Total Fees Due at time of application submittal	Fixed Rate	\$1,985.00
Use Permit Amendment (Major – 20% or greater incre	ease)	
☐ Planning Division Fee	Fixed Rate	\$8,228.00
☐ Environmental Health Division Fee	Fixed Rate	\$302.00
☐ Engineering Division Fee	Fixed Rate	\$834.00
Total Fees Due at time of application submittal	Fixed Rate	\$9,364.00
	-	<u> </u>
Variance		
☐ Planning Division Fee	Fixed Rate	\$3,366.00
☐ Environmental Health Division Fee	Fixed Rate	\$302.00
☐ Engineering Division Fee	Fixed Rate	\$834.00
Total Fees Due at time of application submittal	Fixed Rate	\$4,502.00
Variance – Minor		
Planning Division Fee	Fixed Rate	\$1,683.00
Training Division 1 00	T Mod Hate	V 1,000100
Zoning Code Interpretation		
☐ Planning Division Fee	Fixed Rate	\$2,000.00
Zoning Code Text Amendment	A+ O+ D :+	#0.050.00
☐ Planning Division Fee	At Cost Deposit	\$3,850.00
<u> </u>		\$
		······································
		\$
		\$
Ц		Ψ
Total Fees	\$	

Project Statement

Submit a detailed written statement describing the proposed project including all existing and proposed

ises.			
-			
-			
-			

This section, once completed, will provide necessary factual information about the proposed project. It will also be used to evaluate potential environmental impacts created by the project. Please be as accurate and complete as possible in answering the questions. Additional environmental information could be required from the applicant to evaluate the project. Please print clearly or type. Use a separate sheet, if necessary.

I.	Pro	oject Characteristics:
	A.	Parcel Size (square feet or acres):
	В.	Existing land use (attached photographs or the site):
		Undeveloped (vacant): Developed:
		If developed, describe extent (type and use of all structures):
	C.	Existing Surrounding land uses: North:
		South:
		East:
		West:
	D.	Project phasing: If the project is a portion of an overall larger project, describe future phases. (submit one copy of phasing plan on an 8-1/2 x 11 sheet of paper)
	E.	Exterior Lighting: Identify the type and location of exterior lighting that is proposed for the project.
	F.	Will the project generate new sources of noise? If not, please explain why

G.	Will the project use or dispose of any potentially hazardous materials, such as toxic substances, flammables, or explosives?
	If yes, please explain.
Н.	Will the project generate new sources of dust, smoke, odors or fumes?
l.	Are there any oak trees on the subject property? Identify on the site plan
J.	Will the project impact any cultural, historical, or scenic aspect? If not, please explain why?
K.	Proposed building dimensions and height (measured from average finished grade to highest point and in square feet by floor):
L.	Construction phasing: If the project is a portion of an overall larger project, describe future phases or extension. Show all phases on site plan:
M.	Total number of parking spaces provided (off street):
N.	Traffic:
	Estimated average daily vehicle trips expected:
	Employee personal Vehicles:
	Customer/Vendor personal vehicles:
	Service/supply utility vehicles:
	Tractor/trailer or other heavy vehicles:

	Ο.	Sewer and Water	· Availability:			
		Public Water	Yes □	No □		
		Well(s)	Yes □	No □		
		Public Sewer	Yes □	No □		
		Septic System	Yes □	No □		
		None	Yes □	No □		
II.	Site	e Characteristics:				
	A.	Are there any nat	ural water bo	odies on, or adjacent to, the	subject property, including lakes,	
		rivers, ponds, cre	eeks, stream	ns, intermittent or perennial	water courses, wetlands, etc.?	
		Yes □ N	o 🗆			
		If so, give names and show on plot plan:				
	В.	Are there any drainage/channels either on or within 100 feet of the site?				
		Yes □ N	o 🗆			
		If so, give names	and show o	n plot plan:		
	C.	Identify types and	quantity of	vegetation on property:		
С		In which direction	(s) does the	subject property drain? Exp	plain:	
	_					
	E.	•			ne proposal? And if drainage will	
			Apidii i Wily I			
III	Fo	r Residential and o	r Agricultura	al Land Division:		
	A.	Number of dwelling	ng units: Ex	kisting:	Proposed:	

IV.		or commercial, Industrial, Institutional, Non-Profit or Public Agency project					
	A.	Type of use(s) proposed:					
	В.	Square feet of use area:					
	C.	Days and hours of operation (e.g., Monday- Friday):					
	D.	Total hours or operation per day:					
	E.	E. Total number of employees:					
	F.	Anticipated number of employees on largest shift:					
V.	lf a	an outdoor use is proposed as part of this project, please complete this section.					
	A.	Type of use: Sales ☐ Processing ☐ Storage ☐ Manufacturing ☐ Other ☐ *Please explain in detail as part of the Project Statement section					
	В.	Area devoted to outdoor use (as shown on site plan)					
		Square feet/acres: Percentage of site:					
VI.	Va	riance Applications					
		(IF APPROVED, THIS VARIANCE BECOMES NULL AND VOID IF NOT USED WITHIN ONE YEAR OF THE DATE OF APPROVAL)					
	to	ndings: Both the State Government Code and County Zoning Ordinance require that in order approve a variance, specific finding be made and supported by evidence of record. The plication shall be accompanied by any plans, statements and other evidence showing that:					
	A.	Due to special circumstances applicable to the property, including size, shape, topography,					
		location or surroundings, the strict application of the Zoning Code deprives the property of					
		privileges enjoyed by other property in the vicinity and under identical zoning classification.					

B.	Granting of the variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone district in which the property is located.
C.	A variance shall not be granted for a property which authorizes a use or activity which is not otherwise expressly authorized by the zoning classification governing the property.

HAZARDOUS WASTE AND SUBSTANCES SITE DISCLOSURE

Pursuant to California Government Code Section 65962.5(e): "Before a local agency accepts complete an application for any development project which will be used by any person, the applicant shall consult the "lists" sent to the appropriate city or county and shall submit a signed statement to the local agency indicating whether the project is located on a site which is included on any of the lists complied pursuant to this section. If the site is included on a list, the list shall be specified on the statement."

Note:

LUEDEDY OFDTIEV TILAT

The Hazardous Waste and Substance Sites list is available for review at the Development Services Department. Please contact the Development Services Department for assistance. Also, please refer to the following website for more specific list information:

http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm

I HEKED	T CERTIFY THAT.		
	The project is located on a site we pursuant to California Government following list(s) specified below:		•
OR,			
	The project <u>is not located</u> on a site pursuant to California Government		nore of the list compiled
Governme	ertify that the statement furnished a ent Code Section 65962.5(e) to the be is true and correct to the best of my	est of my ability and that the sta	. ,
Signature o	f Person Preparing Form	 Date	Telephone Number

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into by the Applicant for the project described below ("Applicant") and the owner or owners of the property that is the subject of such application ("Property Owner"). This Agreement is effective as of the date last signed below.

- 1. <u>Indemnity</u>. Applicant and Property Owner agree to indemnify, defend, and hold harmless Sutter County ("County"), the Sutter County Planning Commission, the Sutter County Board of Supervisors, and their officers, employees, and agents, including consultants ("Indemnified Parties") from any claim, action, or proceeding against Indemnified Parties to attack, set aside, void, or annul the approval of the Project or adoption of the environmental document that accompanies it. The County, through the office of the County Counsel, shall control the choice of counsel and defense of any such claim, action, or proceeding.
- 2. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys' fees, or expert witness costs that may be asserted by any person or entity, including the Applicant and Property Owner, arising out of or in connection with the approval of the Project, including any claim for private attorney general fees claimed by or awarded to any party against the County.
- 3. <u>County Discretion.</u> Nothing in this Agreement shall limit the County's discretion as otherwise allowed by law or obligates the County to approve the Project.
- 4. <u>Notice to Applicant.</u> The County shall promptly notify the Applicant of any claim, action, or proceeding.
- 5. Reimbursement to County. To the extent that County is required by Applicant to use any of its resources to respond to such claim, action, or proceeding, Applicant will reimburse County upon demand and upon presentation of an invoice describing the work done, the time spent on such work, and the hourly rate for such work by the employee or agent of County. If Applicant does not reimburse all costs within thirty (30) days after the demand for payment, interest shall accrue on the unpaid amount at a rate of 12% per annum, compounded daily.
- 6. <u>Litigation Deposit</u>. The County Administrative Officer may require the Applicant to deposit sufficient funds with the County to secure Applicant's obligations under this Agreement. The amount to be deposit shall be based upon an estimate approved by the County Counsel reflecting the estimated litigation costs and potential fees, costs and damages that may be recovered by the petitioner/plaintiff. The Applicant shall deposit the funds according to a schedule approved by the County Administrative Officer. The County may only use the deposits to pay fees, costs and damages, and upon final resolution of the claim, action or proceeding, the County shall promptly refund any remaining funds on deposit. The Applicant may appeal the requirement for the deposit, the amount of the total deposit as well as the schedule of deposits as provided for in Section 1500-22-030 of the County Code.
- 7. <u>County Right to Approve Settlement</u>. No settlement of such claim, action or proceeding shall be binding on County unless County approves the settlement in writing.
- 8. <u>Breach by Applicant</u>. In the event of a breach of section 1 (Indemnity) or 5 (Litigation Deposit), the County, in addition to all other legal and equitable remedies, may settle the claim, action or proceeding including rescission of any approvals granted by the County which are the subject of the claim, action or proceeding.
- 9. <u>Attorneys' Fees</u>. In the event of an action or proceeding between Applicant and County to enforce one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal aid equitable remedies available to it, its actual attorneys' fees and costs of such litigation and/or arbitration.

- 10. <u>Covenant of Further Assurances</u>. The Applicant shall take all other actions and execute all other documents, which are reasonably necessary to effectuate this Agreement.
- 11. <u>Interpretation</u>. The County and the Applicant agree that this Agreement is the product of mutual negotiations and is an arms-length transaction. Each party has negotiated this Agreement with the advice and assistance of legal counsel of its own choosing.
- 12. <u>Severability</u>. If any term or provision of this Agreement is found to be invalid or unenforceable, the County and the Applicant both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.
- 13. <u>Authority.</u> The person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that this Agreement is a valid and legal agreement binding on the Applicant or Property Owner and enforceable in accordance with its terms.
- 14. <u>Notices</u>. All notices under this Agreement shall be deemed valid and effective immediately upon personal service, or five (5) calendar days following deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

County: Office of the County Counsel

1160 Civic Center Blvd, Suite C

Yuba City, CA 95993

Applicant: As provided below.

Property Owner: As provided below.

Any party may, by written notice to the other party to this Agreement, revise the address at which that party receives written notice under this section.

- 15. <u>Integration</u>. This Agreement represents the complete understanding between the parties with respect to matters set forth herein.
- 16. <u>Waivers and Amendments</u>. All waivers of or amendments to the provisions of this Agreement must be in writing and signed by the Parties. No waiver of any breach of any term or provision of this Agreement shall constitute a waiver of any other or future breach of the same or any other term or provision.
- 17. <u>Assignability</u>. This Agreement may not be assigned by the Applicant without the prior and express written consent of the County.
- 18. <u>No Oral Modifications</u>. This Agreement represents the entire understanding of the County and Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified only by a writing signed by the Parties
- 19. <u>Binding Upon Successors</u>. This Agreement and each of its terms shall be binding upon the Applicant and its respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

PROJECT:	
Project Number:Sutter County APN:	
APPLICANT:	PROPERTY OWNER:
Signed	Signed Name

SAW FORM

(Sewage and Water Form)

Applicant	
Address	
Phone No AP No(s)	
Duciant Langting	
Engineer Phone No	
Address	
Applications shall include the following signed statement from the Environmen verifying they have received sufficient information to fully evaluate the proposed proshall be used for all applications regardless of the type of sewer and water supply an part of an application packet submitted. Applications will be considered to be INCON form.	pject. The SAW form ad will be required as
The Environmental Health Program will check the appropriate spaces below when wastewater disposal and water supply information which is adequate for their reviewance. Checks do not in any way indicate approval or denial of a proposal and a hand Environmental Health Program will explain what information will be required in order below. If you have any questions regarding this form and/or its purposes in the apprice to contact the Environmental Health Program at (530) 822-7400.	w of the application. dout provided by the to check the spaces
FOR OFFICE USE ONLY	
Description of the proposed project:	
	□ On-site
Homesite Parcel Size Waiver WATER SUPPLY:	□ Other
State Permitted Public Water System: □ N/A □ Public Water System □ Yuba City □ Hillcres	st 🗆 Other
County Permitted Water System:	rivate Well⊺
Other:	
Additional Comments:	

Jan. 1, 2011

Date

Environmental Health Program Signature

SUTTER COUNTY PUBLIC WORKS, TRAFFIC, DRAINAGE AND FLOOD CONTROL APPLICATION REQUIREMENTS

Applicants are required to submit sufficient traffic, drainage and flood control information necessary for the County to make a determination that a site identified for a proposed project is physically suitable for the proposal.

Additional information may be required to be submitted to identify development impacts and to support proposed mitigation of those impacts in accordance with California Environmental Quality Act. Technical studies, data, memoranda and other information on traffic, drainage and flood control may be required before the proposed application can be scheduled for action. Once the County has received sufficient information from the applicant, the County will determine appropriate conditions of approval for that specific project.

Pre-application consultation with County Public Works Staff on your project specifics will assist in determining the level and type of information and analysis necessary. Public Works staff can be contacted at (530) 822-7450 or e-mail the County's Land Development Engineer at dtomm@co.sutter.ca.us.

January 1, 2021

ADVISORY RE: FISH AND WILDLIFE FEE REQUIREMENT

Permit applicants are advised that pursuant to Section 711.4 of the Fish and Game Code a fee of \$3,445.25 for an Environmental Impact Report and \$2,480.25 for a Negative Declaration and Mitigated Negative Declaration shall be paid together with a \$50 fee to the County Clerk, at the time of recording the Notice of Determination for this project. This fee is required for Notices of Determination recorded after December 31, 2020. A Notice of Determination cannot be filed, and any approval of the project shall not be operative, vested, or final until the required fee is paid. This shall mean that building, health, public works and other development permits cannot be approved until this fee is paid.

This fee is <u>not</u> a Sutter County fee; it is required to be collected by the County pursuant to State law for transmission to the Department of Fish and Wildlife. This fee was enacted by the State Legislature in 2006 and is adjusted each January 1 in accordance with *Implicit Price Deflator for State and Local Government Purchases of Goods and Services, as Published by the U.S. Department of Commerce.*

Information regarding the updated Environmental Filing Fees is available at the Department of Fish and Wildlife at https://www.wildlife.ca.gov/Conservation/CEQA/Fees and the OPR Web site at www.opr.ca.gov.

TENTATIVE MAP PREPARATION INSTRUCTIONS

All maps must be prepared by either a Licensed Land Surveyor or Registered Civil Engineer. The map preparer shall place either a check or a N/A on the line provided for each of the following items required on the tentative map. Submit this page along with the map and application packet.

FORM OF MAP

20 Full Size (18"x26") Map copies FOLDED to 8-1/2 x 11	
Reduced Copy (8-1/2 x 11)	
Location Map	
Tract Name/Number	
Name/Address of Owner	
Name/Address of Engineer	
Name/Address of Subdivider	
Date	
Assessor's Parcel Number	
Lot Numbers, Lot Dimensions and Layout	
Scale and North Arrow	
City Limit Lines	
Gross Acreage to Nearest 10 th	
Distances/Quarter Section Bounds	
Boundaries/Units within Subdivision	
Elevations/Contours/Slope to Indicate Existing Site Draina	age
Elevations/Contours/Slope to Indicate Drainage Extending	g 100 Feet onto Surrounding
Properties	
Location/Size of Existing and Proposed Drainage Facilitie	s
Location/Names/Width Paving of All Existing and Propose	ed Streets
Location/Character of All Existing Public Utilities Including	, but not Limited to: Power
Lines, Sewer Lines, Storm Sewers, Works Treating or Sto	oring Wastewater
Existing/Proposed Easements: Width/Location/Type	-
Typical Selection/Proposed Street Improvements	
Areas Subject to Flooding/Inundation/Storm Water Overfl	ow, or 10-Year Flood Plain
Location of Existing and Proposed Buildings, Wells, Sewa	age Disposal Systems, Minimum Usable
Sewage Disposal Areas (MUSDA)	
Abandoned Wells/Abandoned Septic Tanks	
Depth to Seasonal High Ground Water	
Off-Site Wells Located Within 100 Feet of Project Propert	y Lines
On-Site/Off-Site (located within 50 feet of project) Streams	s, Ditches, Canals, Culverts,
Ponds, Lakes, Intermittent or Perennial Water Bodies/Con	urses
Off-Site 10-Year Flood Plains Within 100 Feet of Project F	Property Lines
"Typical" Well Location for Proposed Each New Parcel	
Names of Landowners Immediately Adjacent to the Subd	ivision
Location of Trees Proposed to Remain in Place	

Effective July 1, 2013

TENTATIVE MAP PREPARATION INSTRUCTIONS SUBDIVIDER'S STATEMENTS

 Improvements/Utilities Proposed and When to be Completed
Provision of Sewage Disposal
 Proposed Drainage
 Provision of Water
 Proposed Use of Property
 Multiple Final Maps (Yes or No)
 Existing Use of Property
 Owner's Statement (if different from the subdivider)
 Justification/Reasons for Exceptions to the Subdivision Ordinance
 Name/Address/Phone Number of Individuals to Receive Communications
 Public Areas Proposed
 Type and Location of Proposed Streetlights
Tree Planting Proposed
 Copy of CC&Rs
 Preliminary title report or subdivision guarantee
 Greenhouse Gas Emission Screening Tables. Available upon request, or, on the website at
http://suttercounty.org/doc/government/depts/cs/ps/cs_planning_forms