

Small-Cell Antenna Facilities (SAF) Permit

Permit No._____

Date Submitted : _____

Received by:

City of American Canyon 4381 Broadway, Suite 201 American Canyon, CA 94503 (707) 647-4336 – Planning (707) 643-2355 – Fax

Please complete the application and provide the materials required as listed in Section 19.53 of the City of American Canyon Zoning Ordinance. Submit the completed application and supporting materials to the Planning Division allow and a <u>minimum of 30 business</u> days for processing and review.

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Applicant:	Contact Person:	
Mailing Address:	Phone:	
	City Business License #	
	Contact Person:	
	Phone:	
e-mail:		
Scope of Work:		
SAF Location Type: Private Property (Type 1)	☐ City-Owned Property (Type 2) ☐ Public ROW (Type 3)	
I agree to comply with the standa conditions and special provisions attached this application.		
Applicant's Signature	Date Property Owner's Signature Date	
	d as part of the application package. The submittal erican Canyon Municipal Code Section 19.53.080. 11. Technical Evaluation Authorization Letter 12. SAF Permit Fee 13. Security Bond 14. Master Lease Agreement (if applicable) 15. School / Park verification 16. Public Notice mailing labels (if applicable) 17. Design Standards Self-Assessment Checklist 18. Electronic files of all submitted items	
This SAF Permit application is ready for processing. This SAF Permit is incomplete because it is missing the following items:		

CITY USE ONLY		
CD Staff Approval:	Date:	
PW Staff Approval (City Property and Public ROW):	Date:	
Permit Expiration Date:		

STANDARD CONDITIONS OF APPROVAL

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other document, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

- 2. All SAF projects shall comply with development standards in ACMC sections 19.53.050 and 19.53.060.
- 3. All SAF projects shall comply with operational standards in ACMC section 19.53.090.
- 4. All SAF projects proposed on City property and City right-of-way require approval and recordation of a Lease Agreement prior to building permit issuance.
- 5. All SAF projects proposed in City property and City right-of-way require approval of an encroachment permit prior to building permit issuance.
- 6. To help screen a SAF in the public right-of-way, the encroachment permit shall identify an appropriate street tree and location in the public right-of-way as close to each SAF as feasible. The tree(s) shall meet the standards described in ACMC section 19.53.070. If installing a street tree is infeasible on the basis of inadequate sidewalk width, utility interference, or public health, safety, or welfare reasons, the Permittee shall provide an "in-lieu" payment into the City's "Street Tree" fund. In-lieu street tree payment shall be paid prior to the building permit issuance.

Violation of any condition as herein described is subject to the immediate closure and ceasing of operation of the event as may be necessary to protect the health, safety and welfare of the citizens of American Canyon.