



City of American Canyon Will-Serve Application

Owner or Legal Representative's Name:	Date:
Company or Legal Entity Name:	Applicant's Name:
Owner Address:	Applicant Email:
Owner Email:	Applicant Phone #:
Owner Signature:	Project Engineer:
Project Name:	Project Address:
Project APN:	
Project Description:	
Permit Number:	Time of Operation
Status of Environmental Clearance:	hours/day:
Permit Status:	days/week:
Land Use:	months/year:
Property Zoning:	
Lot Size (acres):	Building Size (sqft) :
Anticipated Potable Water Demand	
Average Day Demand*	Maximum (Peak) Day Demand*
Domestic (gpd):	Domestic (gpd):
Irrigation (gpd):	Irrigation (gpd):
Industrial (gpd):	Industrial (gpd):
Total:	Total:
*ATTACH CALCULATIONS AND REFERENCES USED	
Average Day Demand (ADD) shall be total demand for one year divided by three hundred sixty-five days/year. Maximum Day Demand (MDD) shall be the largest single day's demand in a normal year.	
Comments:	
Cost of Water Supply Report/Will-Serve Letters – The cost to process a Will-Serve application shall be fully borne by the applicant and will be based on the actual cost of staff time. If the City elects to use consultant services, the applicant shall pay the consultant's rate plus 15% for administrative overhead. An initial deposit of \$2,000 shall be included at the time of application submission.	

Owner & Applicant Acknowledgements and Notification

I declare under penalty of perjury that I am the owner of said property. I certify that all of the submitted information is true and correct to the best of my knowledge and belief. I understand that any misrepresentation of submitted data may invalidate any approval of this application. I agree to pay all fees and recoverable costs for processing the application.

Property Owner Signature(s) _____ **Date** _____

I declare under penalty of perjury that I have the written authority from property owner to file this application. I certify that all of the submitted information is true and correct to the best of my knowledge and belief. I understand that any misrepresentation of submitted data may invalidate any approval of this application. I agree to pay all fees and recoverable costs due to the City for processing the application, whether it is approved, denied, or appealed.

Applicant Signature(s) _____ **Date** _____

Partnerships & Corporations

In the case of a partnership, all general and limited partners shall be identified. In the case of a corporation, all shareholders owning 10% or more of the stock and all officers and directors shall be identified.

Name	Address	Signature

Additional recipients of project correspondence

If you desire project correspondence and notice of meetings to be sent to parties other than the Applicant and Property Owner, please list their names, address and telephone numbers below.

Name	Address	Telephone number

Indemnification Agreement by Applicant

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, Water Supply Report, Will-Serve Letter 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.

_____	_____	_____
Applicant's printed name	Applicant's signature	Date



DEVELOPER DEPOSIT PROJECT SET UP FORM

APPLICANT INFORMATION (PLEASE PRINT)

APPLICANT NAME: _____

ADDRESS: _____

PHONE: _____ E-MAIL _____

CONTACT PERSON: _____

BILLING INFORMATION (PLEASE PRINT)

BILLING PARTY: _____

ADDRESS: _____

PHONE: _____ E-MAIL _____

CONTACT PERSON: _____

As an authorized representative of the applicant, I hereby consent by my signature below, that I understand the following:

The service of processing an application for a new or increased water demand through the City of American Canyon is of primary benefit to the applicant. The cost of processing an application is charged according to the hours spent by staff in reviewing and analyzing the project including checking plans, writing reports, conducting water audits, and verifying water demand estimates. The applicant receiving the benefit from the service shall pay the cost of these services. Total cost varies according to the size of the project and the complexity of the issues involved. At the City's sole discretion, a consultant may process the application. Pursuant to City Council Resolution 2008-79 for development applications, the applicant will pay all costs for consultant services inclusive of any applicable "in-house" administrative costs. Project specific expenditures such as City Attorney services, postage for mailing public notices, advertising, etc. have been excluded from the hourly rates. These project specific expenditures will be billed "at cost" on a project by project basis to the applicant.

The deposit creates an open account to which processing time is charged. Processing charges will automatically be drawn against the deposit funds until the minimum balance is remaining. All service charges will be invoiced to the applicant on a monthly basis. Accompanying the invoice will be a statement, which will include a description of services rendered during the billing period. Payment is due within 15 days of the invoice. **If payment is not received within 7 working days after the invoice due date, all development activities will be suspended until payment is received.**

At the conclusion of the Will-Serve process, after full payment of all invoices is received, any remaining deposit amounts will be refunded to the applicant.

DATE: _____ SIGNATURE: _____

COMMUNITY DEVELOPMENT USE ONLY

NEW PROJECT DEPOSIT: \$2,000

MINIMUM INITIAL DEPOSIT MET? (CHECK) ___ YES ___ NO

MINIMUM DEPOSIT AMOUNT: \$2,000

DEPOSIT WAIVED – EXPLAIN:

- ADDITIONAL DEPOSIT (EXISTING PROJECT)
- CASH BOND \$ _____
- REOPEN OLD PROJECT

PROJECT # _____

RECEIPT # _____

PROJECT NAME: _____

RELATED PROJECTS:

CITY STAFF: _____ DATE: _____