



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 AND AGREEMENT

<p>Type of application:</p> <p><input type="checkbox"/> Boundary Line Adjustment <input type="checkbox"/> Specific Plan Amendment</p> <p><input type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Tentative Parcel Map</p> <p><input type="checkbox"/> Design Review <input type="checkbox"/> Tentative Subdivision Map</p> <p><input type="checkbox"/> General Plan Amendment <input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Rezone <input checked="" type="checkbox"/> Other: <u>Code Amendment</u></p> <p><u>for Wireless Communications Facilities</u></p>	<p>CITY USE ONLY</p> <p>Application No: <u>EG-18-006</u></p> <p>Date submitted: RECEIVED</p> <p>JAN 25 2018</p> <p>CITY OF ELK GROVE PLANNING</p> <p>Rec'd by: <u>SK</u> Fee: <u>Pd</u></p>
--	--

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

Project Name: Refer to attached letter New Cingular wireless PCS Code Amendment.

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

Please supply the name, address, and phone of the following individuals associated with this application.

The applicant and property owner are considered jointly and severally liable for all project expenses. Please check the box indicating which address invoices should be sent to include full legal names for all parties.

Legal Property Owner:

Name: New Cingular Wireless PCS, LLC (dba AT&T Mobility)

Contact: Jerry Worth

Address: 5001 Executive Parkway

City, Zip: San Ramon 94583

Phone: 916-642-2908

Fax: _____

E-mail: jiw4971@att.com

Applicant:

Name: Tressa Brater

Contact: New Cingular Wireless PCS, LLC (dba AT&T Mobility) (C/O Lindeums, LLC)

Address: 1200 Del Paso Rd, Suite 150

City, Zip: Sacramento 95834

Phone: 916-260-1964

Fax: _____

E-mail: tbrater@lindeums.com

Agent for Property Owner:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Other:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Note: All Property Owners must be listed. If additional space is needed, attach sheet(s). If more than one Property Owner, all Property Owners must sign this application or provide the City with a letter stating that the signing party is authorized to sign on their behalf.

3. INTERDEPARTMENTAL MEETING ACKNOWLEDGEMENT

I/We hereby acknowledge that the Planning Division may coordinate one or more interdepartmental meeting[s] 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.

4. 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 Elk Grove 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.

I/We have been informed by the City of Elk Grove of my responsibilities pursuant to Section 65962.5 to notify the City as to whether the site for which a development application that 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/We declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

5. COMMUNITY ENGAGEMENT STATEMENT

The City of Elk Grove encourages applicants to involve the community at all stages of the development process. Applicants are encouraged to notify and engage the community at the time of, or prior to, submitting an application for entitlement, as well as throughout the process. Community engagement includes, but is not limited to, community meetings and public workshops to encourage citizens to provide meaningful input. Please report any community engagement efforts to staff in writing, as these efforts will be reported to the Planning Commission and/or City Council as appropriate. The City may, at its discretion, schedule and hold a community engagement meeting at the applicant's expense. *I/We have read and understand the above statement regarding Community Engagement.*

6. ONSITE PROJECT NOTICING

The City of Elk Grove requires applicants to participate in the City's Onsite Project Noticing Sign Program, which involves posting signage on properties with pending development applications as a way to promote and foster community involvement in the Planning process. Participation in the program is mandatory for qualifying projects as identified in EGMC §23.14.040.B (project application noticing on site) and requires both Applicant and Property Owner consent to authorize the City and its representatives to enter the subject property described herein to post, maintain, and remove one (1) publicly visible sign, unless more are determined to be required by the Planning Director. The City or its representatives may enter the property to post the sign(s) only after providing ten (10) days notice of such intent to Applicant or Property Owner. The size and placement of the posted sign(s) shall be in accordance with the City's Onsite Project Noticing Sign Program. The posted sign(s) shall be allowed to remain on the subject property until the Project receives final approval or disapproval, or the Application is withdrawn. The City or its representatives shall remove the sign(s) within thirty (30) days of date of final approval or disapproval, or from the date the Application is withdrawn.

I/We have read and understand the above statement and agree to participate in the City's Onsite Project Noticing Program. I/We further consent to the City's, its employees and contractors entry onto the subject property for purposes of posting, maintaining, or removing the sign in accordance with this section. I/We further agree to indemnify and hold harmless from and against any claim for damages resulting from the City's entry upon the property, except for those claims arising out of the City's sole negligence or willful misconduct.

7. PROCESSING FEE AGREEMENT

The Property Owner and Applicant agree to pay City all fees incurred by City in connection with this application. The Property Owner and Applicant shall be jointly and severally liable to City for all project expenses.

I (We) 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)/Property Owner(s) may be called upon to make further deposit of Funds. Applicant(s)/Property Owner(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 for a period of thirty (30) business days. In the event, for any reason, a City request for further deposit of Funds from Applicant(s)/Property Owner(s) is not fully satisfied, within thirty (30) business days the City may, in its sole discretion, cease processing of this application and the related project, and may record the failure to make the requested deposit of Funds as the Applicant(s)/Property Owner(s)' request to cease processing the application. In addition, should the Funds on deposit ever fall below an amount, estimated by the City in its sole discretion, sufficient to cover the anticipated costs to be incurred in the Application Process for a period of thirty (30) business days, the City may cease processing of the application and cancel same, and may record the lack of Funds as the Applicant(s)/Property Owner(s)' request to cease processing the application. The advance of Funds shall not be dependent upon the City's approval or disapproval of the Applicant(s)/Property Owner(s)' application, or upon the result of any action, and shall in no way influence the Project. Neither Applicant(s)/Property Owner(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)/Property Owner(s). Notwithstanding the foregoing, should City continue processing the application and the related project even though the deposit on hand is insufficient to cover all fees, Applicant and Property Owner shall remain fully liable to city for all fees and costs incurred. Any outstanding invoices are considered to be the responsibility of the Applicant(s) and Property Owner(s). By signing below, Applicant and Property Owner agree to the terms set forth herein, including the provisions holding each jointly and several liability.

8. AGREEMENT AND REPRESENTATIONS OF APPLICANT AND PROPERTY OWNER

- 1 The foregoing provisions are hereby incorporated into this agreement by reference as though set forth in full herein.
- 2 Applicant and Property Owner 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.
- 3 Property Owner(s) certify under penalty of perjury that I/We am/are 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).
- 4 Applicant and Property Owner(s) acknowledge and agree that I/We have included all of the required items and understand that missing items may result in delaying the processing of my application. I/We further acknowledge and agree that by signing this document I/We accept the posting of public notices regarding the proposed project at the project site, as provided for in paragraph 5, and agree to pay all related costs.
- 5 Applicant and Property Owner(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. 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, unless such independent defense arises from Applicant's failure to defend City, in which case Applicant shall reimburse City for costs and fee incurred for such 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.
- 6 Applicant and Property Owner(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.
- 7 Applicant and Property Owner(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.
- 8 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.

- 9 This Application shall be a public record.
- 10 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.
- 11 Applicant(s) and Property Owner(s) agree to notify the City in writing immediately when the subject property is sold, transferred, conveyed, foreclosed upon, or otherwise assigned to any party that is not a signatory to this Agreement. Applicant and Property Owner shall remain fully liable to City for all provisions of this Agreement until such time as notice is received by City. Upon such notice, City may immediately cease all work until a new application is accepted by City.

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:

Jessie Bader
Applicant Signature

1/3/18
Date

Tressa Bader
Name (Print)

Property Owner Signature

Date

Name (print)

(Attach additional signature lines as may be needed for all applicants and property owners, as applicable)

9. 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 4 1/2 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.

January 3, 2018

City Planner
City of Elk Grove
Development Services Department
8401 Laguna Palms Way
Elk Grove, CA 95858

**RE: Applicant: New Cingular Wireless PCS, LLC (dba AT&T Mobility)
Proposed AT&T Small Cell Node Installations
Request for Code Amendment to Chapter 23.94 (Wireless Communications Facilities) of
Title 23 of the Elk Grove Municipal Code**

Dear City Planner,

On behalf of New Cingular Wireless PCS, LLC (doing business as AT&T Mobility), this letter and attached application are to request the City to amend its current municipal code for Wireless Communication Facilities pursuant to Chapter 23.94 of Title 23 to specifically define, address, and ease the installation of small cell communication facilities within public rights-of-way (PROW).

As the Cities of Berkeley, Sacramento, and others have done, we recommend that the City of Elk Grove exempt PROW small cell facilities from planning review and administratively adopt design guidelines allowing for a streamlined administrative review through Public Works. This public works administrative permitting review is consistent with the review of proposals to install any other telephone/telegraph equipment in the public right-of-way pursuant to California Public Utilities Code Section 7901.

Due to the increasing and anticipated demand on wireless networks, carriers look to deploy small cell facilities to meet current and future capacity needs beyond what traditional macro (tower) sites can provide. The small cell networks consist of light weight and low power nodes, generally using existing public right-of-way poles. Such deployment is consistent with the century-long history of telephone infrastructure being located in the public right-of-way. Co-location onto existing infrastructure minimizes visual impact and streamlines connectivity with utilities there.

The small cell node radio frequency emissions are also much lower than emissions at typical macro sites and are fully compliant with the FCC's requirements for limiting human exposure to radio frequency energy. These facilities will also comply with California Public Utility Commission (CPUC) General Orders 95 (concerning overhead line design, construction and maintenance) and 170 (CEQA review) that govern utility use in the public right-of-way.

AT&T Mobility is ready to begin moving forward with the investment of small cell networks within the City of Elk Grove. The proposed revision to the existing code will facilitate deployment and more quickly bring the immediate benefits of increased data capacity, as well as help lay a foundation for the network to handle the technologies of the future.

We respectfully request expedited review and approval of this application. Feel free to contact me if you have any questions.

Thank you.

Best Regards,
VINCULUMS SERVICES, LLC

Jessica Baker

Tressa Bader
FOR AT&T MOBILITY



Thursday, January 18, 2018

RE: AT&T Small Cells

To Whom It May Concern

This letter serves to authorize Tressa Bader, Paul Romero, Jim Louie, Matt Yergovich and anyone else at Vinculum Services LLC as duly appointed representatives to perform work on behalf of AT&T for small cell facilities in the City of Elk Grove.

Please contact me at by e-mail at mg387k@att.com or by phone at (585) 503-3749 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Grabisch".

Marc Grabisch
Site Acquisition Manager
AT&T Mobility, Northern California