

WIRELESS FACILITY PERMIT APPLICATION

This application is for an Administrative Permit to operate a wireless facility in the City of San José where the project entails modifying an existing wireless tower and base station pursuant to 47 U.S.C. Section 1455(a) (“Section 6409(a)”) and Federal Communications Commission Report and Order FCC-14-153 (“Wireless Infrastructure Order”).

The permit will be issued for proposals that meet all requirements as highlighted below and as specified in San José Municipal Code Title 20, including [Section 20.80.1915](#).

Permit process for a Building-Mounted Wireless Communications Antenna - If the project qualifies as a building-mounted wireless communications antenna per Municipal Code [Section 20.200.1420](#), instead of this form, use the [Permit Adjustment Application](#), which is a simpler and potentially faster process.

Permit process for a new wireless facility site with no existing wireless equipment - Instead of this form, you must file a [Development/Use Permit Application](#).

For questions: Speak with a City Planner at **408-535-3555**; see phone service hours at www.sanjoseca.gov/Planning.

Para información en español, comuníquese con un Planificador de la ciudad al **408-793-4100**.

Để được hỗ trợ, nói chuyện với Người lập kế hoạch thành phố tại **408-793-4305**.

Before proceeding with an application, please ensure your project conforms to these requirements:

CONSTRUCTION MATERIALS

- » **Concealment.** To the maximum extent possible, conceal the facility by enclosing or screening with materials and colors that match existing fencing, screening, or landscaping. For guidance, please read the City Council’s [Land Use Policy for Wireless Communication Facilities](#).
- » **Graffiti resistance.** Wireless facilities must be constructed and treated with materials that discourage or repel graffiti.

POWER GENERATOR EQUIPMENT, IF ANY

If the project includes power generation equipment, you must submit a [Backup/Standby Generator Facility Permit Application](#), including the Noise Report and Air Quality Analysis. Documentation must show how the power generator equipment meets all of the following criteria:

Gas shutoff valve. The wireless facility contains an automatic excess flow gas shutoff valve or comparable equipment.

Noise Standards. The sound pressure level generated by any use or combination of uses on a property, based upon a noise analysis by an acoustical engineer, must not exceed the decibel levels indicated below:

- » Property line abuts a residential use: 55 Decibels
- » Property line abuts a non-residential use: 60 Decibels

Exhaust standards. These standards apply to the cabinet exhaust system and port:

- » Maximum exposed exhaust stream temperature: 158 degrees Fahrenheit
- » A warning label to indicate the danger of exposure to the exhaust temperature is affixed to the exhaust port
- » Backup batteries shall be programmed to vary their duration of operation with the length of power outage up to a maximum of 30 minutes. As technology allows and without increasing the size of the cabinets, cabinets shall be retrofitted with higher capacity batteries capable of providing full service operation for a maximum of 2 hours at full (6.1 fW) load.

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INSTRUCTIONS FOR APPLICATION PACKAGE

FEES

An invoice for permit application fees will be generated after you submit your application. Find the fee for administrative permits and methods of payment at www.sanjoseca.gov/PlanningApplications. Review of your submittal will not begin until fees are paid.

HOW TO SUBMIT

Please email the application package to PlanningTechs@sanjoseca.gov.

WHAT TO SUBMIT

Please include the following in your application package:

- WIRELESS FACILITY PERMIT APPLICATION (this form, fully completed and signed)
- PHOTOGRAPHS - Provide photos of the existing wireless tower and/or base station and surrounding site.
- LEGAL DESCRIPTION of the property.
- ASSESSOR'S PARCEL MAP marked with project location.
- LETTER OF AUTHORIZATION from property owner.
- SIGNED DECLARATION by the Applicant certifying the Baseline Condition as to height and the current site boundaries.
- COPY OF APPROVED ENVIRONMENTAL CLEARANCE DOCUMENT such as an Environmental Impact Report or Mitigated Negative Declaration issued by the City for the project.
- FOR THE EXISTING WIRELESS TOWER OR BASE STATION, a copy of the original development permit or development approval that went through site review, and any amendments or modification to such permit or approval.
- OTHER INFORMATION as may be deemed necessary by the Director of Planning for review of the application for compliance with Municipal Code Section 20.80.1915.

- SITE PLANS - Draw site plans to scale. Minimum sheet size is 11"x17" and maximum size accepted is 24"x36". Save as PDFs. Label all sheets as "Site Plan" and date and number each sheet in a block in the lower right corner. Provide the following:
 - Location Map with parcel lot lines, setbacks, and site dimensions; indicate uses of adjoining properties.
 - Street names and existing and proposed driveways.
 - Existing and proposed buildings or structures.
 - Existing and proposed off-street parking, loading, and circulation areas, with dimensions.
 - Floor plan (may be submitted as a separate sheet) which demonstrates the project is in compliance with all applicable requirements; clearly label square footage of retail space and manufacturing space.
 - Indicate the location of bathrooms, entrances/exits, and any proposed outdoor uses including areas for seating, storage, and/or a food truck.
- DRAWINGS - Draw to scale and depict the proposed wireless tower and/or base station with all dimensions. Include:
 - Floor Plan
 - Elevations
 - Sign Details
 - Construction Details

Staff will assign **FILE #**

Please download and save this computer-fillable form to your computer. Follow instructions for [Digital Forms](#).

PROPERTY & PROJECT INFORMATION

ASSESSOR'S PARCEL NUMBER/S:

USE A COMMA BETWEEN MULTIPLE NUMBERS:

PROJECT ADDRESS:

PROJECT DESCRIPTION BRIEFLY DESCRIBE THE PROJECT:

CONTACT INFORMATION

APPLICANT NAME:

NAME OF FIRM IF APPLICABLE:

APPLICANT MAILING ADDRESS:

APPLICANT PHONE:

APPLICANT EMAIL:

PROPERTY OWNER NAME IF DIFFERENT FROM APPLICANT:

PROPERTY OWNER MAILING ADDRESS:

PROPERTY OWNER PHONE:

PROPERTY OWNER EMAIL:

DECLARATION under penalty of perjury: I agree to maintain and operate the subject project of this application in full conformance with all requirements and standards specified by San José Municipal Code Title 20.

AUTHORIZED APPLICANT SIGNATURE

DATE (MM/DD/YYYY):

For electronic submittal or virtual appointments, a [Digital ID Signature](#) is required.

By signing this application, you acknowledge that you are the property owner, the legally authorized agent of the property owner, a qualified tenant, or other signatory as allowed by [San José Municipal Code Section 20.100.110](#).

For multiple property owners, leased property, or property with easements, use the [Affidavit of Ownership-Multiple Owners Form](#).

OFFICE USE ONLY

DATE:	ZONING:	QUAD #:	PAID: \$
BY:		PERMIT FILE #:	
<input type="checkbox"/> DENIED <input type="checkbox"/> APPROVED SUBJECT TO CONDITIONS:			

INDEMNIFICATION AGREEMENT

Applicant submitted an application to the City of San José Planning Division on (enter date): _____
for the following development approval/s: _____
_____ (the "Project").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby expressly agrees in connection with the processing of Applicant's Project application(s) to each and every one of the following terms and conditions:

- 1. Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of San José ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:
 - a. Any approvals issued in connection with any of the above described applications by City; and/or
 - b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council.

Applicant's indemnification includes, but is not limited to, damages, fees and/or costs awarded against or incurred by City, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding, whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.

- 2. Applicant agrees to indemnify City for all of City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
- 3. Applicant agrees to defend, indemnify and hold harmless City, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan

amendment) if made necessary by said proceeding, and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

- 4. In the event that Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:
 - a. The counsel to so defend City; and
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements, which approval shall not be unreasonably withheld.
- 5. City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If City chooses to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.
- 6. Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, by signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

APPLICANT SIGNATURE

DATE [MM/DD/YYYY]

PRINT NAME

TITLE, IF ANY

For electronic submittal or virtual appointments, a [Digital ID Signature](#) is required.

By signing this application, you acknowledge that you are the property owner, the legally authorized agent of the property owner, a qualified tenant, or other signatory as allowed by [San José Municipal Code Section 20.100.110](#).

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