

APPENDIX A



DEPARTMENT OF PUBLIC WORKS
416 N. FRANKLIN STREET
FORT BRAGG, CA 95437
(707) 961-2823

Permit No.: _____
File No.: _____
Application Date: _____
Application Expiration Date: _____

SMALL CELL WIRELESS FACILITIES PERMIT APPLICATION (in Public Right-of-Way)

APPLICATION – Application is hereby made for a Small Cell Wireless Facilities Permit (“Permit”) in accordance with Fort Bragg Municipal Code, Chapter 12.10. (Application expires in six (6) months if the Permit is not issued. All fees are non-refundable.)

A. Project Location Info: Pole Badge No.: _____
Address: _____
PG&E meter address if different: _____
Encroachment Area (location description): _____
City Pole License Area (location description): _____

B. Owner/Operator of Wireless Facility (provide if Owner/Operator is different than Applicant/Permittee):
Owner of Wireless Facility Name: _____
Address: _____
Email: _____
Telephone number: _____

Person/Entity Responsible for Operating the Wireless Facility: _____

Operator is (check one): [] APPLICANT [] OWNER [] OTHER (if different than Applicant or Owner): _____

- C. Type of Work:
[] Small Cell Facility (Existing City-Owned Pole or Structure)
[] Small Cell Facility (New/Replacement of City-Owned Pole or Structure)
[] Other Wireless Facility Expressly Permitted by State/Federal Law to be in ROW (Existing Utility-Owned)
[] Other Wireless Facility Expressly Permitted by State/Federal Law to be in ROW (New Utility-Owned)
[] Permit Renewal (Submit copies of original permit and prior renewals)

D. Authorizations and Licenses

Applicant represents and warrants he/she/it has the regulatory approvals and required authorization to place small cell wireless facilities in the public rights-of-way by (check all that apply):

- [] FCC Licenses
[] Letter from Structure’s Owner
[] Master License Agreement with City dated _____

By checking the Master License box, all of the terms and conditions of the Master License Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. Unless expressly stated otherwise in this Permit, in the event of any conflict, contradictions, modification, or inconsistency between the terms of the Master License and this Permit, the terms of the Master License shall prevail and control.

- [] Coastal Development Permit
[] Other: _____

Applicant agrees that all work shall conform to the Small Cell Wireless Facilities Permit Guidelines; the General Permit Conditions listed hereto; the Special Provisions for this Permit indicated below; and the Aesthetic Guidelines and Design Standards for the Deployment of Wireless Telecommunication Facilities, if applicable. Failure to abide by these conditions and provisions may result in job shutdown and/or forfeiture of applicable security instruments and cash deposits. All such specifications, guidelines, conditions, and provisions are incorporated herein and become a part of this Permit.

Applicant/Permittee’s Contractor must have this Permit and approved plans for the small cell facility(ies) and equipment at the site and must notify the Public Works Department at least two days before starting work. Notice must be given to Public Works at least 24 hours before restarting any work.

Name of Applicant: _____ Telephone: _____

Address: _____

E-Mail Address: _____ 24-HOUR EMERGENCY PHONE NUMBER: _____

CERTIFICATION

The undersigned hereby certifies under penalty of perjury that: (1) the information provided herein is true, accurate, and complete to the best of my (our) knowledge and belief; (2) the undersigned has read, understands, and agrees to all of the terms and conditions relating to this Permit, and further agrees to comply with all applicable regulations, permits, and other requirements under federal, state, or local laws; (3) upon issuance of this Permit, all of the terms and conditions are binding on the Applicant/Permittee, his/her/its or their respective employees, agents, contractors, subcontractors, assigns and/or successors; (4) he/she/it has the legal authority to execute this Permit.

Accepted: _____
 Applicant/Permittee (Sign) Date

 Contractor (Print Name) Date

THIS AREA RESERVED FOR CITY USE:

APPLICATION COMPLIES WITH APPLICABLE DESIGN STANDARDS AND PERMIT GUIDELINES and FBMC Chp. 12.10: YES NO

DECISION ON PERMIT APPLICATION:

- APPROVED
- INCOMPLETE: _____
- DENIED WITHOUT PREJUDICE: _____
- DENIED BASED ON REASONS STATED: _____

SPECIAL PROVISIONS:

- 1. Street shall not be open cut for underground installations. Minimum cuts may be allowed for connections or exploration holes.
Such cuts may be specifically approved by the Public Works Director prior to cutting.
- 2. Pavement may be cut for underground installations and must be restored to prior conditions to the satisfaction of the Public Works Director.
- 3. Per section 4216 of the Government Code, this permit is not valid for excavations until Underground Service Alert (USA) has been notified and the inquiry identification number has been entered hereon. USA Phone: 1-800-642-2444 USA TICKET No. _____
- 4. _____
- 5. _____

(SEE CITY OF FORT BRAGG FEE SCHEDULE FOR CURRENT FEES)	AMOUNT	RECEIPT NO.
SMALL CELL WIRELESS FACILITIES PERMIT APPLICATION FEE	_____	_____
INITIAL DEVELOPER DEPOSIT ACCOUNT PAYMENT (if applicable)	_____	_____
ANNUAL SMALL CELL WIRELESS ADMINISTRATIVE FEE	_____	_____
MASTER LICENSE AGREEMENT FEE	_____	_____
TRENCHING FEE	_____	_____
STREET & SIDEWALK CLOSURE FEES	_____	_____
PERFORMANCE BOND DEPOSIT & FEES	_____	_____
ADDITIONAL PLAN CHECK & INSPECTION FEES (if applicable)	_____	_____
STORMWATER PROTECTION FEE	_____	_____
OTHER FEE(S) or COST(S): _____	_____	_____

- PERMIT APPROVED FOR:
- POLE LICENSE AREA AND SMALL CELL WIRELESS PERMIT AT ENCROACHMENT AREA(S)
 - POLE LICENSE AREA AND SMALL CELL WIRELESS PERMIT AT ENCROACHMENT AREA(S)
*MASTER LICENSE AGREEMENT APPLIES
 - SMALL CELL WIRELESS FACILITIES PERMIT AT ENCROACHMENT AREA(S) ONLY

Other Permits Issued: EXCAVATION PERMIT BUILDING PERMIT ELECTRICAL PERMIT ENCROACHMENT PERMIT

DATE: _____ By: _____

_____ for the Director of Public Works
 *PERMIT NOT SUBJECT TO MLA EXPIRES 12 MONTHS AFTER DATE OF ISSUANCE

GENERAL PERMIT CONDITIONS*

[*In the event of any conflict, contradictions, modification, or inconsistency between the terms of a Master License and these General Permit Conditions, the terms of the Master License shall prevail and control.]

1. **Compliance with Approved Plans.** Before the Public Works Department issues any encroachment permit and/or other ministerial permits required to commence construction in connection with this permit, the Permittee must incorporate this permit, all conditions associated with this permit and the approved photo simulations into the project plans (the "**Approved Plans**"). The Permittee must construct, install and operate the wireless facility in substantial compliance with the Approved Plans. It is understood and agreed by the applicant that the doing of any work under the permit shall constitute an acceptance of the provisions, terms, conditions, and/or restrictions.
2. **Modification.** Any alterations, modifications or other changes to the Approved Plans, whether requested by the Permittee or required by other departments or public agencies with jurisdiction over the wireless facility, must be submitted in a written request subject to the Public Works Director's ("**Director's**") prior review and approval, who may refer the request to the original approval authority if the Director finds that the requested alteration, modification or other change substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern. If the public interest requires a modification of, or a departure from the Permit, plans, special provisions and/or specifications, the City shall have the authority to require or approve any modification or departure and to specify the manner in which the same is to be made.
3. **Indemnification.**
 - a) Applicant/Permittee shall defend, indemnify and hold the City, its officials, officers, employees, and agents ("City Parties") harmless from any and all loss, claim, cost, liability, or expense (including attorneys' fees) and from any judgments or damages to any person or property (collectively, "Claims") arising out of, either directly or indirectly, or in connection with the installation, maintenance, or presence of the wireless facility and/or the use of the public right-of-way by the Permittee, its officers, directors, employees, agents, or others acting on Permittee's behalf or under Permittee's authority or control ("Permittee Parties").
 - b) Applicant/Permittee shall further defend, indemnify, and hold the City Parties harmless from and against any Claims by Permittee Parties or any other person arising out of or in connection with City's processing, issuance, and/or revocation of said permit to the fullest extent permitted by law.
 - c) Applicant/Permittee's obligation to indemnify the City Parties shall not extend to any Claims that are determined to be proximately caused by the sole negligence or willful misconduct of the City Parties.
 - d) In the event the City becomes aware of any Claims, the City will use best efforts to promptly notify the Permittee and shall reasonably cooperate in the defense. The Permittee expressly acknowledges and agrees that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the property owner and/or Permittee (as applicable) shall promptly reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The Permittee expressly acknowledges and agrees that the Permittee's indemnification obligations under this condition are a material consideration that motivates the City to approve this permit, and that such indemnification obligations will survive the expiration or revocation of this permit.
4. **Insurance Requirements.** Commercial general liability (or comprehensive) and property damage insurance indicating the City of Fort Bragg as an additional insured is required.
 - a) **Coverage.** Coverage shall be at least as broad as:
 - i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 20 12 07 98 or equivalent, including bodily injury, personal injury, and property damage, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate for permits not requiring a traffic control; or \$2,000,000 per occurrence, \$4,000,000 aggregate for permits requiring traffic control.
 - ii. Automobile Liability: For bodily injury and property damage with limits no less than \$1,000,000 per accident.
 - iii. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - iv. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.
 - b) **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. Additional Insured Status. *"The City of Fort Bragg, including its officers, officials, employees, and volunteers are insureds."*
 - ii. Primary Coverage. *"The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it."*
 - iii. Notice of Cancellation. *"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."*
 - iv. Waiver of Subrogation. *"This insurance company agrees to waive all rights of subrogation against the City of Fort Bragg, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City."*
 - v. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
 - vi. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - vii. Acceptability of Insurers. All insurance carriers shall be rated A:VII or better.
 - viii. Verification of Coverage. Contractor shall furnish the City With original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, including for all subcontractors performing work within the City right-

of-way. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5. **Performance Bond.** Before the Public Works Department issues any encroachment permit and/or other ministerial permits required to commence construction in connection with this permit, the Permittee shall post a performance bond from a surety and in a form acceptable to the Director in an amount reasonably necessary to cover the cost to remove the improvements and restore all affected areas based on a written estimate from a qualified contractor with experience in wireless facilities removal. The written estimate must include the cost to remove all equipment and other improvements, which includes without limitation all Antennas, radios, batteries, generators, utilities, cabinets, mounts, brackets, hardware, cables, wires, conduits, structures, shelters, towers, poles, footings and foundations, whether above ground or below ground, constructed or installed in connection with the wireless facility, plus the cost to completely restore any areas affected by the removal work to a standard compliant with applicable laws. In establishing or adjusting the bond amount required under this condition, and in accordance with California Government Code §65964(a), the Director shall take into consideration any information provided by the Permittee regarding the cost to remove the wireless facility to a standard compliant with applicable laws. The performance bond shall expressly survive the duration of the permit term to the extent required to effectuate a complete removal of the subject wireless facility in accordance with this condition. Permittee shall reimburse the City for all legal fees and costs, including for staff time associated with the processing and seeking payment on the security instrument, based on the effective hourly rate or fee schedule adopted by the City.
6. **Demand for Payment.** Upon the receipt of a demand for payment by City, Permittee shall promptly reimburse City for actual and reasonable costs. Failure to pay will entitle the City to draw upon the performance bond and/or deposit within thirty (30) days of the demand for payment.
7. **Public Noticing.** Permittee must provide advance notification to all parties that may be affected by the Permit activities. Notification shall be reviewed by the City prior to distribution and include dates of work and a contact name and a phone number. All residences and/or businesses impacted by project construction are to be notified in writing at least forty-eight (48) hours in advance describing work schedule, including dates, time frames, and on-site project manager name and cell phone number prior to commencing work.
8. **Underground Service Alert (USA).** Forty-eight (48) hours before commencing work, the Permittee shall contact Underground Service Alert ("USA") at 1-800-642-2444 to verify elevations and locations of all existing utilities.
9. **Private Sewer Laterals and Water Services.** The City of Fort Bragg does not mark private sewer laterals or water services in the public right-of-way or public utility easement as part of the USA program. Permittee is to take precautions to locate and protect private sewer laterals and water services from damage during construction. In the event any sewer lateral damage is discovered, the Permittee is required to immediately dig and repair the sewer lateral to restore sewer service. In the event any water service damage is discovered, the Permittee shall immediately contact the City's Water Division at 707-961-2824 to coordinate the repair work. The Permittee shall reimburse the City for all costs and expenses in connection with damage repair work within ten (10) days after a written demand for reimbursement and reasonable documentation to support such costs is provided. If new facilities are being installed by the boring method the Permittee is also required to video inspect any sewer and storm mains that are crossed by their facilities as part of this project, a copy of this video is to be provided to the City.
10. **Maintenance.** Applicant/Permittee shall keep the site, which includes without limitation any and all improvements, equipment, structures, access routes, fences and landscape features, in a neat, clean and safe condition in accordance with the Approved Plans and all conditions in this permit. The Permittee shall keep the site area free from all litter and debris at all times. Permittee shall perform its work in the right-of-way using reasonable care so as to not damage or unreasonably interfere with use of the right-of-way by the public. City reserves the right to seek from Permittee any and all additional fees and costs reasonably relating to City's inspection, maintenance and/or repair of the public right-of-way, and/or related to this permit.
11. **Graffiti.** The Permittee shall remove and remediate any graffiti on the facility within 24 hours of being notified of its appearance. This condition also gives the City of Fort Bragg consent to have the graffiti painted out for the permittee. If the graffiti is not removed within 24 hours of being notified, the City's staff or graffiti removal vendor will be instructed to remove the graffiti and provide a detailed accounting of the cost to the property owner, who will be responsible for reimbursing the City for the graffiti removal.
12. **Noninterference.** Permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the City shall be moved to accommodate a permitted activity or encroachment, unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the Permittee pays all costs and expenses related to the relocation of the City's structure, improvement, or property. Prior to commencement of any work pursuant to a wireless facility permit, the Permittee shall provide the City with documentation establishing to the City's satisfaction that the Permittee has the legal right to use or interfere with any other structure, improvement, or property within the public right-of-way or public utility easement to be affected by Permittee's facilities.
13. **No Right, Title, or Interest.** The permission granted by a wireless facility permit shall not in any event constitute an easement on or an encumbrance against the public right-of-way or public utility easement. No right, title, or interest (including franchise interest) in the public right-of-way or public utility easement, or any part thereof, shall vest or accrue in Permittee by reason of this Permit or the issuance of any other permit or exercise of any privilege given thereby.
14. **No Possessory Interest.** No possessory interest is created by a wireless facility permit. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, Permittee acknowledges that City has given to Permittee notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a wireless facility permit may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes, fees, and assessments levied against Permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this permit.
15. **Not Transferable.** This Permit is not transferable. Work must be performed by the Permittee or Permittee's designated agent or contractor as specified thereon.
16. **Undergrounded Utilities.** In the event that other public utilities or cable television operators in the public right-of-way underground their facilities where the Permittee's wireless facility is located, the Permittee must underground its equipment except for the Antennas, Antenna supports, and other components that are not permitted to be placed underground based on applicable laws or regulations. Such undergrounding shall occur at the Permittee's sole cost and expense except as reimbursed pursuant to law.
17. **Electric Meter Removal.** In the event that the commercial electric utility provider adopts or changes its rules obviating the need for a separate or ground-

mounted electric meter and enclosure, the Permittee on its own initiative and at its sole cost and expense shall apply to the City for permission to remove the separate or ground-mounted electric meter and enclosure and restore the affected area to its original condition.

18. **Project Schedule.** Submit project schedule ten (10) days prior to the proposed start of work. Additional lead time may be required for work within City facilities and downtown Fort Bragg.
19. **Timing of Installation.** The installation and construction authorized by a wireless facility permit shall begin within one (1) year after its approval, or it will expire without further action by the City. The installation and construction authorized by a wireless facility permit shall conclude, including any necessary post-installation repairs and/or restoration to the right-of-way and/or public utility easement, within thirty (30) days following the day construction commenced.
20. **Post-Installation Certification.** Within sixty (60) calendar days after the Permittee commences full, unattended operations of a wireless facility approved or deemed-approved, the Permittee shall provide the Director with documentation reasonably acceptable to the Director that the wireless facility has been installed and/or constructed in substantial compliance with the Approved Plans. Subject to the Director's discretion, such documentation may include, but shall not be limited to, as-built drawings, site surveys, GIS data and site photographs.
21. **Final Inspection.** The Permittee must request in writing a final inspection and acceptance of the work upon completion. Acceptance by the City will be made in writing to the Permittee.
22. **Commencement of Operations.** The operation of the approved facility shall commence no later than one (1) month after the completion of installation, or the wireless facility permit will expire without further action by the City.
23. **Permit Term.** This permit will automatically expire ten (10) years and one day from its issuance if a new permit has not been applied for in writing at least 120 days prior to permit expiration, except when California Government Code § 65964(b), as may be amended or superseded in the future, authorizes the City of Fort Bragg ("City") to establish a shorter term for public safety or substantial land use reasons. Any other permits or approvals issued in connection with any Collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.
24. **Revocable Permit.** This Permit shall be revocable by City at any time. Within thirty (30) days after receiving notice from City of revocation of this permit, Permittee shall, upon demand from City, at his/her/its sole cost and expense, remove all improvements installed by Permittee pursuant to this Permit, and shall restore the premises as nearly as practicable to its condition prior to such installation.
25. **Encroachment Permit General Conditions.** Encroachment permits shall be obtained by the Permittee under the provisions of Chapter 5.5 of Division 2 of the Streets and Highways Code and Chapter 9.72 of the Fort Bragg Municipal Code. The Permittee shall comply with the City of Fort Bragg's Encroachment Permit General and Special Conditions.
26. **Building Permit Requirement.** A building permit shall be obtained by the Permittee under the provisions of Chapter 15.08 of the Fort Bragg Municipal Code for small wireless facilities within utility easements in public and private property.
27. **Public Convenience.** Permittee shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and must maintain safe pedestrian and vehicular crossings and free access to private driveways, bus stops, fire hydrants, and water valves. Unless otherwise provided on the permit, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by Permittee at his/her expense. Any soil or debris tracking from a construction site is strictly prohibited. If the spillage is hazardous, the Mendocino County Office of Environmental Health must be notified at 964-2714, as well as the Fort Bragg Police Department at 964-0200.
28. **Traffic Control.** Traffic control shall conform to the requirements of the most current edition of the California Manual on Uniform Traffic Control Devices published by Caltrans. Traffic control shall be in conformance with Caltrans' Standard Plans for Traffic Control.
29. **Traffic Control Plans ("TCPs").** Site-specific TCP's are required to be submitted for review a minimum of ten (10) business days prior to the scheduled start date. TCP's shall be signed by California licensed traffic engineer. This plan must be reviewed and approved by the City prior to any lane closures.
30. **Rearrangement and Relocation.** The Permittee acknowledges that the City, in its sole discretion and at any time, may: (1) change any street grade, width or location; (2) add, remove or otherwise change any improvements in, on, under or along any street owned by the City or any other public agency, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric or telecommunication; and/or (3) perform any other work deemed necessary, useful or desirable by the City (collectively, "City Work"). The City reserves the rights to do any and all City Work without any admission on its part that the City would not have such rights without the express reservation in this permit. In the event that the Director determines that any City Work will require the Permittee's facility to be rearranged and/or relocated, the Permittee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If the Permittee fails or refuses to either permanently or temporarily rearrange and/or relocate the Permittee's facility within a reasonable time after the Director's notice, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at the Permittee's sole cost and expense. The City may exercise its rights to rearrange or relocate the Permittee's facility without prior notice to Permittee when the Director determines that the City Work is immediately necessary to protect public health or safety. The Permittee shall reimburse the City for all costs and expenses in connection with such work within 10 days after a written demand for reimbursement and reasonable documentation to support such costs is provided. In addition, the Permittee shall indemnify, defend and hold the City, its agents, officers, officials, employees and volunteers harmless from and against any Claims in connection with rearranging or relocating the Permittee's facility, or turning on or off any water, oil, gas, electricity or other utility service in connection with the Permittee's facility.
31. **Landscaping.** The Permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the Permittee or at the Permittee's direction on or about the site. In the event that any trees are damaged or displaced, the Permittee shall hire and pay for a licensed arborist to select, plant and maintain replacement landscaping in an appropriate location for the species. Only ISA Certified workers under the supervision of a licensed arborist shall be used to install the replacement tree(s). The box size and other standards for any replacement trees shall be subject to the Director's approval in consultation with the licensed arborist. The Permittee shall, at all times, be responsible to maintain any replacement landscape features.
32. **Damaged Improvements.** Replace, as directed by the City Engineer, any damaged or removed improvements at the sole expense of the Permittee as expeditiously as possible.

33. **Damage to Public Property.** The Permittee shall promptly restore the surface or subsurface of the right-of-way or public property and/or repair or replace the surface, subsurface, and/or public improvement thereon, therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer for damage or disturbance caused by the wireless facilities. If Permittee does not repair the damage or disturbance as just described, then City shall have the option, upon fifteen (15) days prior written notice to Permittee, to perform or cause to be performed such reasonable and necessary work on behalf of Permittee and to charge Permittee for the actual and reasonable costs incurred by the City at City's standard rates.
- a) **Exception.** If the damage or disturbance caused by the wireless facilities present a public safety or hazardous concern as deemed by the City Manager, Fire Chief, Police Chief, City Engineer, or Public Works Director or designee, the City reserves the right to make repairs immediately and to charge Permittee for all actual and reasonable costs incurred by the City. City shall have the right to disable, alter, relocate, sever, disrupt, remove, tear out, dig-up, or otherwise damage wireless facilities of Permittee. City shall inform Permittee of any actions taken and Permittee shall remove its equipment. Notwithstanding the above, before any such actions are taken, the City shall notify Permittee to give notice of the emergency or immediate hazard or dangerous condition.
- i. In the event of an action taken by City, neither the City nor any agent, Contractor, or employee of the City shall be liable to Permittee or its Contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, Contractors, or employees in responding to such public hazard or dangerous condition. When practical and if possible, City will consult with Permittee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or the wireless facilities involved. Following notice from the City, Permittee shall reasonably cooperate with the City, at no expense to City, to remedy the hazard and secure the route area.
- ii. In the event of an emergency discovered by the Permittee, Permittee shall notify the City immediately.
34. **Inspections; Emergencies.** The Permittee expressly acknowledges and agrees that the City's officers, officials, staff or other designee may enter onto the site and inspect the improvements and equipment upon reasonable prior notice to the Permittee, or at any time during an emergency. The City's officers, officials, staff or other designee may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The Permittee, if present, may observe the City's officers, officials, staff or other designee while any such inspection or emergency access occurs.
35. **Public Emergency Disruption.** In the event of a public emergency, the City will have the right to immediately perform, without prior written notice to Permittee, reasonable and necessary work on behalf of Permittee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Permittee of the repairs as soon as practicable after the work has begun. Permittee agrees that any severed City-owned Conduit and/or fiber must be completely repaired or replaced to the nearest splice point. If the City needs to perform any part of the necessary repairs, relocation, and/or removal work, it shall be entitled to seek payment for such actual and reasonable repairs, relocation, and/or removal costs from Permittee and may draw upon a performance bond and/or Deposit in full or partial satisfaction of such costs, if payment is not made by Permittee.
36. **Pavement.** For any pavement or hardscape cuts by Permittee, Permittee agrees to restore the pavement or hardscape in as good a condition as or better than before to the satisfaction of the City Engineer and to reimburse the City for all actual and reasonable costs arising from the restoration. Saw-cut for all Portland cement concrete (PCC) or asphalt concrete (AC) removals. All PCC removals shall be to the nearest score mark and new PCC shall be doweled to existing improvements. Additional conditions will be applied to permits where street excavations are proposed for roadways overlaid with asphalt concrete within the previous five years or for roadways that have received a seal coat within two years, up to and including repaving of half or full width of roadway. Facilities installation and repairs shall be planned well enough in advance to avoid excavating in newly resurfaced roadways.
37. **Compaction Testing.** Compaction testing of subgrade, base rock, and asphalt concrete by Permittee is required unless otherwise stated by the City Engineer.
38. **Construction Signs.** Work on arterials and collectors may require the use of changeable message boards. Adequate signing and barricading is required on the job site. Failure to provide such signing and barricading may result in the City's providing signing and barricades and charging the cost (including all labor and materials) against the construction cash deposit.
39. **Permittee's Contact Information.** The Contractor or Permittee will have a supervisory representative available for contact on the project at all times during construction. The Permittee shall furnish the Director with accurate and up-to-date contact information for a person responsible for the wireless facility, which includes without limitation such person's full name, title, direct telephone number(s) at which they can be contacted during and outside the hours of 8:00 a.m. to 4:00 p.m. and on weekends, facsimile number, mailing address and email address. The Permittee shall keep such contact information up-to-date at all times and immediately provide the Director with updated contact information in the event that either the responsible person or such person's contact information changes.
40. **Storage.** No storage of materials or equipment will be allowed near the edge of the pavement, the traveled way, or within the shoulder line which would create a hazardous condition to the public.
41. **Adverse Impacts on Other Properties.** The Permittee shall use all reasonable efforts to avoid any and all undue or unnecessary adverse impacts on nearby properties that may arise from the Permittee's or its authorized personnel's construction, installation, operation, modification, maintenance, repair, removal and/or other activities at the site. This Permit shall not be construed as authorization for excavation and grading on private property adjacent to the work or any other work for which a separate permit may be required, nor does it relieve the Permittee of any obligation to obtain any other permit required by law.
42. **Work Hours.** Prior approval of inspector is required for any work proposed after normal working hours, on weekends or holidays and may require reimbursement of inspection costs at the current overtime rate. The Permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during normal construction work hours authorized by the Fort Bragg Municipal Code or Land Use and Development Codes. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City. The Director or the Director's designee may issue a stop work order for any activities that violates this condition.
43. **Backup Power; Generators.** The Permittee shall operate backup power generators only during (a) commercial power outages or (b) for maintenance purposes during normal construction hours in accordance with the Fort Bragg Municipal Code or Land Use and Development Codes. The Director may approve a temporary power source and/or generator in connection with initial construction, major repairs or in the event of an emergency. The Permittee shall not operate any permanent backup generators located in the public right-of-way or public utility easement.

44. **Compliance with Laws.** The Permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law ("Laws") applicable to the Permittee, the subject property, the wireless facility or any use or activities in connection with the use authorized in this permit, which includes without limitation any Laws applicable to human exposure to radio frequency ("RF") emissions. The Permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the Permittee's obligations to maintain compliance with all Laws. In the event that the City fails to timely notice, prompt or enforce compliance with any applicable provision in the Fort Bragg Municipal Code or Land Use and Development Codes, any permit, any permit condition or any applicable law or regulation, the applicant or Permittee will not be relieved from its obligation to comply in all respects with all applicable provisions in the Fort Bragg Municipal Code of Land Use and Development Codes, any permit, any permit condition or any applicable law or regulation.
45. **RF Exposure Compliance.** All facilities must comply with all standards and regulations of the Federal Communications Commission ("FCC") and any other state or federal government agency with the authority to regulate RF exposure standards. After transmitter and Antenna system optimization, but prior to unattended operations of the facility, Permittee or its representative must conduct on-site post-installation RF emissions testing to demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety rules for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit.
46. **Unpermitted Discharge.** Permittee shall not cause to be discharged any material into the municipal storm drain system other than storm water. Applicant shall remove water from utility vaults in accordance with the requirements of State Water Resources Control Board Water Quality Order WQ 2014-0174-DWQ. Said vault water shall not be discharged into the City of Fort Bragg's storm drain system.
47. **Other Obligations.** This Permit does not release the Permittee from any liabilities or the terms and conditions contained in other agreements or contracts with the City and any other public agency.
48. **Agreement with City.** If not already completed, Permittee shall enter into the appropriate agreement with the City, as determined by the City, prior to constructing, attaching, or operating a facility on Municipal Infrastructure. This permit is not a substitute for such agreement.
49. **Abandonment.** If a facility is not operated for a continuous period of six (6) months, the wireless facility permit and any other permit or approval therefor shall be deemed abandoned and terminated automatically, unless before the end of the six (6) month period (i) the approval authority has determined that the facility has resumed operations, or (ii) the City has received an application to transfer the permit to another Service Provider. No later than ninety (90) days from the date the facility is determined to have ceased operation or the Permittee has notified the approval authority of its intent to vacate the site, the Permittee shall remove all equipment and improvements associated with the use and shall restore the site to its original condition to the satisfaction of the approval authority. The Permittee shall provide written verification of the removal of the facilities within thirty (30) days of the date the removal is completed. If the facility is not removed within thirty (30) days after the permit has been discontinued pursuant to this subsection, the site shall be deemed to be a nuisance, and the City may cause the facility to be removed at Permittee's expense or by calling any bond or other financial assurance to pay for removal. If there are two (2) or more users of a single facility or support structure, then this provision shall apply to the specific elements or parts thereof that were abandoned, but will not be effective for the entirety thereof until all users cease use thereof.
50. **Record Retention.** The Permittee must maintain complete and accurate copies of all permits and other regulatory approvals issued in connection with the wireless facility, which includes without limitation this approval, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval and any ministerial permits or approvals issued in connection with this approval. In the event that the Permittee does not maintain such records as required in this condition, any ambiguities or uncertainties that would be resolved through an inspection of the missing records will be construed against the Permittee. The Permittee may keep electronic records; provided, however, that hard copies or electronic records kept in the City's regular files will control over any conflicts between such City-controlled copies or records and the Permittee's electronic copies, and complete originals will control over all other copies in any form.
51. **Attorney's Fees.** In the event the City determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and such legal action is taken, the Permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with Permittee to waive said fees or any part thereof. The foregoing shall not apply if the Permittee prevails in the enforcement proceeding

Applicant/Permittee is/are hereby responsible for ensuring that Applicant, and Permittee, and all those providing services under their respective control and authority are aware of and will abide by all of the above conditions all other applicable permits, contracts, rules and laws.

Applicant or Permittee Signature / Print Name

Date

Contactor Signature / Print Name

Date