



City of Moorhead

Wireless Telecommunications Public Right-of-Way Permit Application

APPLICANT	APPLICANT PHONE (DIRECT)	APPLICANT FAX
APPLICANT EMAIL		
COMPANY NAME	COMPANY PHONE	COMPANY FAX
BILLING ADDRESS	CITY	STATE ZIP
GOPHER STATE ONE-CALL REGISTRATION NUMBER		EMERGENCY CONTACT NUMBER
<p>LOCATION LIMITS (Describe specific sites on page two, up to 15 sites/permit)</p> <p>DESCRIPTION OF WORK:</p>		
CONSTRUCTION START	COMPLETION DATE	
<p>ACKNOWLEDGEMENT</p> <p>By signing this application, I (the applicant/company) hereby acknowledge that I must adhere to all provisions, codes, and statutes of the City of Moorhead, in addition to the terms and conditions which are attached to this document. The applicant shall also comply with the regulations of all governmental agencies for the protection of the public.</p>		
<p>PRINTED NAME: _____ DATE: _____</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p>		

REQUIRED DOCUMENTS FOR APPLICATION:

- | | |
|--|---|
| <input type="checkbox"/> Permit Fee (\$250 per application, paid at time of application)
<input type="checkbox"/> Annual Rental Fee (\$150)
<input type="checkbox"/> Annual Maintenance Fee (\$25)
<input type="checkbox"/> Signed Copy of the Wireless Telecommunications Terms and Conditions
<input type="checkbox"/> Set of Construction Plans Signed by a P.E. (Electronic and Hard Copy) | <input type="checkbox"/> Structural Study
<input type="checkbox"/> Performance Bond and Certificate of Insurance on File with City for Excavation Work
<input type="checkbox"/> Copy of Permit Application From Pole Owner (If Owned by any Other Agency Other than the City or MPS)
<input type="checkbox"/> Design plan/route for backhaul, signed by P.E. (if applicable) |
|--|---|

FOR OFFICE USE ONLY	
APPLICATION AND PERMIT FEES RECEIVED:	PERMIT NO:
SIGNATURE:	PERMIT ISSUE DATE:
TITLE:	APPROVED DENIED

SITE SUMMARY

By statute, applicant may collocate up to 15 small wireless facilities per-permit if they are within a two mile radius, consist of substantially similar equipment, and are to be placed on similar types of wireless support structures.

SITE ADDRESS	WORK SITE DESCRIPTION	ELECTRIC USAGE (Power Less than or Equal to 100 Watts = \$876 Per Year, Power Greater than 100 Watts = \$2,184 Per Year)	PERMIT, RENTAL AND MAINTENANCE FEE FOR EXISTING POLE (\$250 PERMIT FEE, \$150 ANNUAL RENT, \$25 ANNUAL MAINT.)
1			
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14			
15			
TOTAL (INCLUDING RENT, MAINTENANCE, AND ELECTRIC FEES):			\$

Wireless Telecommunications Public Right-of-Way Permit Terms and Conditions

I. INSTALLATION OF EQUIPMENT

A. Permit

1. Wireless Telecommunications Public Right-of-Way Permit: No work may be commenced prior to the approval of a Wireless Telecommunications Public Right-of-Way Permit (WTP).
2. The WTP application shall include the following:
 - a. Completed permit application and fee
 - \$250 permit fee (NONREFUNDABLE)
 - \$25 Annual Maintenance Fee
 - \$150 Annual Rental Fee
 - Annual Power Rental Fee – prorated based on application approval date
 - \$876/year – power less than or equal to 1,000 Watts
 - \$2,184/year – power greater than 1,000 Watts
 - b. Performance bond and certificate of valid insurance on file with the City of Moorhead
 - c. Detailed, scaled construction plans as described in paragraph B below
 - d. Compliance with the Standards set forth in Exhibit A
 - e. Structural study as described in paragraph B below
 - f. Design plan and/or route for backhaul facilities, signed by a P.E. (if applicable)
3. APPLICANT hereby agrees that APPLICANT’S intended use will not interfere with any existing, licensed communication facilities, as well as the City’s licensed and unlicensed communications facilities, which are located on or near the structure. APPLICANT shall comply with FCC regulations governing radio frequency exposure.

APPLICANT shall implement all measures at the transmission site required by FCC regulations, including, but not limited to, posting signs and markings. The City shall cooperate with APPLICANT to fulfill its RF exposure obligations. The City agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency Radiation Limits, as measured on the premises, the City shall hold such future party liable for all such later-arising non-compliance.
4. Other Permits: It is the APPLICANT’S responsibility to determine if permits are required by the City or any other agency and apply for those permits.

5. Applicable fees for all permits shall be borne by the APPLICANT and the APPLICANT shall be bound by the requirements of said permits. The City reserves the right, consistent with Minnesota Statute 237.163, Subd. 6(e) or as may be amended to charge APPLICANT for any initial engineering survey and preparatory construction work associated with collocation on City or MPS owned structures which must be paid by the cost causer in the form of a onetime, nonrecurring, commercially reasonable, nondiscriminatory, and competitively neutral charge to recover the costs associated with a proposed attachment.
6. Any permit granted pursuant to such application shall be limited in scope to the description submitted in a completed application, as modified by any further agreed-upon conditions or subsequently approved modification.
7. The Permit shall be voidable by the City unless in the City's determination the work is commenced within one hundred eighty (180) days from the date of issuance of the permit, unless extended by the City engineer. If the facility is not used for its intended use within twelve (12) months from the date of permit issuance, the City may revoke the permit.
8. Annual payments as noted in I.A.2 in this Agreement are due on January 31st of each year.

B. Construction Plans

For wireless telecommunications public right-of-way permit applications, or additions thereto, APPLICANT shall provide the City with two (2) sets of construction plans consisting of the following:

1. Scaled PDF or CAD drawings (not less than 1"=100') showing the location and materials of all planned installations and elevations, including field verified existing utilities;
2. Structural study of all materials and equipment used in proposed installation of the wireless telecommunication device.
3. Construction specifications and product specifications for all planned installations;
4. Diagrams and shop drawings of proposed antenna facilities;
5. A complete and detailed inventory of all equipment and personal property of APPLICANT actually placed on the premises. The City retains the right to survey the installed equipment.

C. Construction Inspection

All construction activity shall be subject to inspection and approval by the City's representative(s). Inspection will be performed during and at completion of project construction.

When directed by the City, the permit holder must perform an inspection of the facility and submit a report to the City engineering department on the condition of the wireless communication facility, to include any identified concerns and corrective action necessary or completed.

D. Damage by APPLICANT

Any damage to the public right-of-way or the City's equipment thereon caused by APPLICANT's permitted installation or construction operations shall be repaired or replaced at the APPLICANT's expense and to the City's reasonable satisfaction. Failure to do so will be grounds for revocation of the right-of-way permit.

E. As-Built Drawings

Within thirty (30) days after APPLICANT activates the wireless telecommunication facilities, the APPLICANT shall provide the City with an As-Built drawing in PDF format consisting of As-Built drawings of the wireless telecommunication facilities installed on each permitted location and any improvements installed on or near the premises, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete inventory of all equipment and wireless telecommunication facilities installed.

II. MAINTENANCE AND REPAIR OF EQUIPMENT

A. City owned wireless support structure and ROW maintenance.

The City reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the public right-of-way in connection with the City's operations. The City retains the right to shut off power for the wireless telecommunication facilities, without notice, at the source in any and all cases of emergency.

B. Wireless Support Structure Reconditioning and Repair

1. From time to time, the City may recondition or otherwise improve or repair the wireless support structure. The APPLICANT shall cooperate with the City to carry out the reconditioning work activities in a manner that minimizes interference with the APPLICANT's approved use.

2. Except in cases of emergency, prior to commencing reconditioning work, the City shall provide the APPLICANT with not less than thirty (30) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility to the APPLICANT to provide adequate measures to cover or otherwise protect the APPLICANT's antenna facilities from the consequences of such activities, including but not limited to, paint and debris fallout. The City reserves the right to require the APPLICANT to remove all wireless telecommunication facilities from the structure and public right-of-way during reconditioning work, provided such requirement is included in the notice sent to the APPLICANT.

3. During the City's recondition work, the APPLICANT may request a mobile site on the public right-of-way. If the site will not accommodate the mobile equipment, it shall be the APPLICANT's responsibility to locate auxiliary sites and seek approval for the temporary locations from the City.

4. At the request of the City, the APPLICANT shall host on-site training for City staff. The training will be offered for each wireless communication facility project on one or more City-owned structures. The training shall include occupational safety, personal protection, proximity limits, emergency procedures and contact information.

C. Relocation of Utility Pole or Wireless Support Structure

When directed by the City, the APPLICANT shall relocate all of its facilities within the public right-of-way per the city code section 8-4-23 and Minnesota State Statute.

III. CONDITION OF WIRELESS SUPPORT STRUCTURE

The City will keep and maintain its wireless support structures in good repair as required for their primary use and the ordinary course of business as its budget permits. The City makes no guarantee as to the condition of any wireless support structures with regard to the APPLICANT's intended use.

APPLICANT shall, at its own cost and expense, maintain the antenna facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes. The APPLICANT shall obtain from the City any and all permits required for the purposes of maintaining the installation.

Applicable fees for any permits shall be borne by the APPLICANT and the APPLICANT shall be bound by the requirements of said permits.

Modification to existing wireless communication facility installations that replace existing equipment with like kind, number and size of the existing equipment and do not increase the EMF output of the wireless communication facility are permitted as of right.

Subject to applicable City, federal and state law, any modification of a wireless communication facility or equipment shall require the prior approval of the City following submission of a detailed description of the modifications, which shall include modified plans, photographs and other information sufficient to enable the City evaluate the modification's impact on the public right-of-way and the proposed timeframe for the completion of the work.

IV. INDEMNIFICATION

APPLICANT shall, to the extent permitted by law, indemnify and hold the City harmless against any and all claims of liability or loss from personal injury or property damage resulting from, arising out of, or in any way related to the use and/or occupancy of the City's public right-of-way by the APPLICANT, its employees, contractors or agents, APPLICANT agrees to defend, indemnify

and hold harmless the City and the City's employees, representatives and assigns from and against any and all liability, damages, penalties, judgments or claims of whatever nature arising from injury to person or property sustained by anyone arising out of APPLICANT'S use and/or occupancy, including its installation, operation, maintenance, repair, removal and presence of APPLICANT'S facilities, structures, equipment or other improvements, including antenna facilities, of or in the City's public right-of-way and will, at APPLICANT'S own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such above-mentioned matter, claim or claims. This indemnity and hold harmless agreement includes indemnity against all costs, expenses and liabilities incurred in or in connection with any such claims or proceedings brought thereof. This provision does not apply to such claims or damages which are due to or caused by the negligence or willful misconduct of the City, or its employees, contractors or agents. This indemnification provision will survive the termination of any right-of-way permit.

V. INSURANCE

APPLICANT must maintain general liability insurance in the amount of no less than \$2,000,000 per occurrence and \$4,000,000 aggregate at all times during the term of this permit. Proof of insurance must be provided to the City with a Certificate of Liability Insurance describing the limits of coverage and naming the City of Moorhead as an additional insured party. By signing these Terms and Condition, APPLICANT certifies it will maintain the specified coverage during the entire term of the permit. Any Cancellation Policy statement must read: "Should any of the above described policies be canceled or modified before the expiration date thereof, the issuing company will mail thirty (30) calendar days written notice to the certificate holder named as the additional insured, but shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

VI. LIMITATION OF LIABILITY

The City will not be liable to the APPLICANT, or any of its respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, right or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

The APPLICANT must obtain all permits, licenses, and similar authorizations that are required by other governmental entities for the installation of its facilities. The permit holder must also be and remain in compliance with all applicable statutes, ordinances, rules, regulations, orders, and decisions issued by any Federal, State or Local governmental body or agency.

VII. INTERFERENCE

APPLICANT agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of the City or to other occupants of the premises which existed on the premises prior to the date this document is executed by the APPLICANT. In the event any after-installed APPLICANT's equipment causes such interference, and after the City has notified the APPLICANT in writing of such interference, the APPLICANT will take all steps necessary to correct and eliminate the interference, including, but not limited to, requiring that the APPLICANT power down its equipment and later power up its equipment for intermittent testing.

VIII. TERMINATION

APPLICANT agrees and acknowledges that any Wireless Telecommunications Public Right-of-Way Permit granted may be terminated for any number of reasons set forth in Minnesota Statute 237.163, subd. 4 or as may be amended, including, but not limited to: (1) breach of any of the terms and conditions contained herein; (2) determination by the City that, it is in the best interest of the City to terminate the permit for the health, safety and welfare of the City. Any such termination requires thirty (30) day written notice from the City to APPLICANT. APPLICANT may terminate this permit at any time upon thirty (30) day written notice to the City.

IX. ASSIGNMENT

The Wireless Telecommunication Public Right-of-Way Permit may not be transferred or assigned without written consent of the City.

X. REMOVAL AT END OF TERM OR UPON PERMIT REVOCATION

APPLICANT shall, within ninety (90) days after any termination of this permit, remove from the premises all of its equipment, conduits, fixtures and all personal property, and restore the premises to its original condition, reasonable wear and tear is to be expected. The City agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of the APPLICANT shall remain the personal property of the APPLICANT and the APPLICANT shall have the right to remove the same at any time during the term. All poles, conduit and pole boxes are and shall remain property of the City. All rentals paid prior to said termination date, shall be retained by the City.

XI. CASUALTY

In the event of damage or casualty to the City's wireless support structure that cannot reasonably be expected to be repaired or replaced due to weather or other existing conditions, or if the pole is damaged so that such damage may reasonably be expected to disrupt the APPLICANT's operations for more than 120 days, then the APPLICANT may, provided the City has not completed the restoration or replacement of the pole, terminate the permit upon fifteen (15) day notice to the City.

XII. COMPLIANCE

APPLICANT agrees and acknowledges that APPLICANT is solely responsible for ensuring compliance with all local, State and Federal laws and regulations.

APPLICANT hereby acknowledges receipt of these Terms and Conditions and further acknowledges APPLICANT agrees to and understands the provisions contained herein. In the event of a conflict or inconsistency between the terms and conditions of the city code and these Terms and Conditions, the City Code will govern.

Date: _____, 20__

APPLICANT

Print Name

Signature

Exhibit A

Standards for Wireless Telecommunications Facilities

1. Standards for Wireless Telecommunication Facilities

- A. When an existing utility structure is utilized, the wireless telecommunication facility shall not extend above the top of the existing public utility structure and the height of the existing public utility structure shall not be increased to accommodate the wireless telecommunication facility.
- B. When a new utility structure must be installed to accommodate the wireless telecommunication facility, the new wireless communication facility shall not increase total height, including the wireless support structure, by more than 10% over other public utility poles in the area.
- C. The wireless communication facility shall not block light emanating from a utility structure and shall not otherwise interfere with the purpose of the original and surrounding structures.
- D. The installation shall be unobtrusive, harmonious with its surrounding, and streamlined in appearance. The City may require camouflage or concealment efforts.
- E. Antennas shall be as small as possible. To address the physical and aesthetic impact in the City right-of-way, the City may limit the physical size of the antenna as provided by law.
- F. All riser cabling and wiring must be contained in conduit and affixed directly to the face of the structure when it cannot be enclosed within the interior of the pole. No exposed slack or extra cable will be permitted.
- G. No signage or advertising will be permitted, except as required by law or specifically permitted by the City.
- H. The wireless telecommunication facility shall not extend outward from the existing pole or tower or arm thereof by more than two feet, except that an antenna one-half inch in diameter or less may extend an additional six inches.
- I. The replacement public utility structure shall match the original and surrounding public utility structures in materials and color and must be approved by the City or designee prior to replacement.
- J. The applicant must demonstrate that City functions for which the original structure was used will be preserved, improved or enhanced, as part of any replacement structure, at the applicant's expense. Replacement of lighting, electrical power, network connectivity, and any other functional purpose of, on or within the original structure shall be done to the satisfaction of the City.

K. A wireless telecommunications permit application that has ground mounted equipment will be issued only if the issuing authority finds the following:

- i. The ground mounted equipment will not disrupt traffic or pedestrian circulation;
- ii. The ground mounted equipment will not create a safety hazard; and
- iii. The ground mounted equipment will not adversely impact the health, safety or welfare of the community.

L. Ground mounted equipment associated with the wireless telecommunication facility shall meet the following performance standards:

- i. Be separated from a sidewalk by a minimum of two feet;
- ii. Be set back a minimum of 50 feet from the nearest intersecting right-of-way line; and
- iii. Vegetative or other screening compatible with the surrounding area shall be provided around the ground mounted equipment if deemed necessary by the City or designee.

M. A replacement structure shall be dedicated to and owned by the City upon completion, to the satisfaction of the City. The permit holder shall provide the City a Bill of Sale, free and clear of all liens and encumbrances.

N. The wireless telecommunication facility shall not interfere with public safety communications.

2. Exemption to Standards and Conditions for Wireless Telecommunications Facilities.

A. The City or designee may approve deviations to the above noted standards if applicant provides evidence that such deviation is the minimum required to facilitate construction of the Wireless Telecommunication Facility and meets any other applicable Federal, State or Local Regulations.