



# City of Bloomington Pole Attachment Application/Permit

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		
LOCATION LIMITS (describe specific sites on page two, up to 15 sites/permit)					
DESCRIPTION OF WORK					
CONSTRUCTION START		DAYS OF CONSTRUCTION		COMPLETION DATE	
<b>ACKNOWLEDGMENT</b> <i>By signing this application, I (the applicant/company) hereby acknowledge that I must adhere to all provisions of City of Bloomington Ordinance Sec 17.70 and any other applicable ordinances, including statute 237.162 and 237.163, in addition to the terms and conditions which are attached to this document. The applicant shall also comply with the regulations of all other governmental agencies for the protection of the public.</i>					
SIGNATURE: _____ DATE: _____ TITLE: _____					

## REQUIRED DOCUMENTS TO APPLY:

- |   |  |
|---|--|
| <input type="checkbox"/> Permit Fee   | <input type="checkbox"/> Structural study  |
| <input type="checkbox"/> (1) set of construction plans signed by a P.E. and (1) electronic copy | <input type="checkbox"/> Radio frequency study   |
| <input type="checkbox"/> Performance bond on file and proof of insurance                        | <input type="checkbox"/> Copy of permit from pole owner if owned by an agency other than the City of Bloomington (if applicable) |
| <input type="checkbox"/> Design plan/route for backhaul, signed by P.E.                         |  |

FOR OFFICE USE ONLY		
APP REC'D:	PERMIT FEE REC'D: / / AMOUNT:	CHECKS ONLY PERMIT NUMBER:
SIGNATURE:		PERMIT ISSUE DATE:
TITLE:		APPROVED   DENIED

POLE ATTACHMENT PERMIT NOT VALID UNLESS SIGNED BY CITY OF BLOOMINGTON ENGINEERING STAFF

### SITE SUMMARY

*By statute, applicant may collocate up to 15 small wireless facilities 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	DESCRIPTION	PERMIT FEE (\$1,500/UNIT)
01		
02		
03		
04		
05		
06		
07		
08		
09		
10		
11		
12		
13		
14		
15		
TOTAL PERMIT FEE DUE FOR LOCATION		\$

## POLE PERMIT TERMS AND CONDITIONS

Please note: On September 26, 2018, the Federal Communications Commission approved a Declaratory Ruling and Third Report and Order focusing on state and local management of small cell wireless infrastructure deployment. The ruling conflicts with Minnesota's existing law and this resource has not yet been updated to reflect that as we are trying to work through the complex legal issues. If you have questions about how the ruling will affect your city's regulation, please consult your city attorney for legal advice.

### I. INSTALLATION OF EQUIPMENT

#### A. Permits

1. Pole Permit: Prior to the approval of installation of equipment, APPLICANT shall submit to the City Engineer or designee, a sketch of the proposed location for the new equipment ("Equipment Plan"). If upon preliminary review, the proposed location and Equipment Plan is deemed acceptable by the City Engineer or designee, the APPLICANT may make a Pole Permit Application.
2. The Pole Permit Application shall include the following:
  1. Completed permit application and fee.
  2. Performance bond on file and proof of insurance
  3. Construction plans as described in paragraph B below
  4. Structural study described in paragraph B below
  5. Design plan and/or route for backhaul facilities, signed by a P.E.
  6. Copy of permit from pole owner if owned by an agency other than the City of Bloomington (if applicable)
3. APPLICANT must obtain a radio frequency interference study carried out by an independent professional radio frequency engineer ("RF Engineer") showing that APPLICANT's intended use will not interfere with any existing, licensed communications facilities, as well as CITY's licensed and unlicensed communications facilities, which are located on or near the structure. The RF Engineer shall provide said evaluation no later than forty-five (45) days after frequencies are provided by CITY. APPLICANT shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed.

Upon Request of CITY, APPLICANT shall hire an RF Engineer to conduct a radiation survey of the Premises following APPLICANT's initial RF transmissions. APPLICANT shall be responsible for all costs of such survey.

APPLICANT shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. CITY shall cooperate with APPLICANT to fulfill its Radio Frequency exposure obligations. 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, CITY shall hold such future party liable for all such later-arising non-compliance.
4. Other City Permits: In addition to the Pole permit, which is only approved to attach equipment to a Pole, the APPLICANT must apply for any additional permits for all appurtenant equipment or facilities required for the Pole Application. Said permits may include, but not necessarily be limited to: Right-of-Way obstruction/excavation; Electrical, Stormwater, etc.
5. Other Applicable Permits: It is the APPLICANT's responsibility to determine if permits are required by governmental agencies and apply for those permits.
6. Applicable fees for all permits shall be borne by the APPLICANT and the APPLICANT shall be bound by the requirements of said permits.

B. Construction Plans

For Small Wireless Facilities Pole Permit application, or additions thereto, APPLICANT shall provide CITY's City Engineer or designee as set forth in Section I. a., each with two (2) sets of construction plans ("Construction Plans") consisting of the following:

1. CAD drawings showing the location and materials of all planned installations, including field verified existing utilities;
2. Structural Study as described in Section A.2 above;
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 person property of APPLICANT actually placed on the Premises. CITY retains the right to survey the installed equipment.

Construction Plans shall be easily readable and subject to prior written approval by the Construction Engineer, which shall not be withheld, conditioned or delayed without cause. No construction shall commence until permit is granted by the City Engineer or designee. Final Plans shall have affixed to them the signature of the APPLICANT's Engineer who shall be licensed in Minnesota pursuant Minnesota Rule 1800.4200 and Minnesota Statutes Chapter 326.

C. Construction Inspection

All construction activity shall be subject to inspection and approval by the CITY's representative(s). Inspection will be performed at project completion APPLICANT shall be solely responsible for all costs, in excess of those included in the permit fee, associated with said inspection and approval of construction work by CITY.

D. Exposed Antenna Facilities

All Antenna Facilities affixed to the Pole in the Right of Way which have exterior exposure, APPLICANT shall match the color of the pole. For exposed cables, wires, or appurtenances, the CITY shall require that cables, wires or appurtenances be placed in conduit which shall match the color of the pole.

E. Damage by APPLICANT

Any damage to the right of way, or CITY's equipment thereon caused by APPLICANT's permitted installation or operations shall be repaired or replaced at APPLICANT's expense and to CITY's reasonable satisfaction.

F. As-Built Drawings ("As-Built" or "As-Built's")

Within thirty (30) days after APPLICANT activates the Antenna Facilities, APPLICANT shall provide CITY with an As-Built drawing in CAD format consisting of As-Built drawings of the Antenna Facilities installed on each permitted location and any improvements installed on 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 Antenna Facilities.

**II. MAINTENANCE AND REPAIR OF EQUIPMENT**

A. City owned Wireless Support Structure and ROW Maintenance

CITY reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the right of way in connection with CITY's Operations. The CITY retains the right to shut off power for the Antenna Facilities at the source in any and all cases of emergency.

B. Wireless Support Structure Reconditioning and Repair

1. From time to time, CITY paints, reconditions, or otherwise improves or repairs the wireless support structure in a substantial way ("Reconditioning Work"). APPLICANT shall cooperate with CITY to carry out Reconditioning Work activities in a manner that minimizes interference with APPLICANT's Approved Use.

2. Except in cases of emergency, prior to commencing Reconditioning Work, CITY shall provide APPLICANT with not less than thirty (30) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of APPLICANT to provide adequate measures to cover or otherwise protect APPLICANT's Antenna Facilities from the consequences of such activities, including but not limited to paint and debris fallout. CITY reserves the right to require APPLICANT to remove all Antenna Facilities from the Structure and right of way during Reconditioning work.
  3. During CITY's Reconditioning Work, APPLICANT may request a mobile site on the right of way. If site will not accommodate mobile equipment, it shall be APPLICANT's responsibility to locate auxiliary sites.
- C. Relocation of Utility Pole or Wireless Support Structure

When directed by the City a right-of-way user shall relocate all of its facilities within the rights-of-way per city code section 17.81.01 RELOCATION OF FACILITIES.

#### *17.81.01 RELOCATION OF FACILITIES.*

*(a) Rule. When directed by the city, a right-of-way user shall promptly and at his, her or its own expense, with due regard for seasonal working conditions, permanently remove and relocate its facilities in the right-of-way when it is necessary to prevent interference, and not merely for the convenience of the city, in connection with: (1) a present or future city use of the right-of-way for a public project; (2) the public health or safety; or (3) the safety and convenience of travel over the right-of-way. The registrant shall restore any rights-of-way to the condition it was in prior to removal and relocation. Placement, location and relocation of facilities must comply with the Act, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.*

*(b) Relocation schedule notification procedure. The Director shall notify the registrant or permit holder at least three months in advance of the need to relocate existing facilities. The Director shall provide a second notification to the registrant or permit holder one month before the date by which the relocation must be completed. To the extent technically feasible, all utilities must be relocated within one month or in a time frame determined by the Director.*

*(c) Delay to city project. If the owner fails to meet the relocation schedule due to circumstances within the utility's control, the city may charge the utility owner for all costs incurred by the city because the relocation is not completed in the scheduled timeframe.*

*(d) Joint trenching. All facilities shall be placed in appropriate portions of right-of-way so as to cause minimum conflict with other underground facilities. When technically appropriate and no safety hazards are created, all utilities shall be installed, constructed or placed within the same trench. Notwithstanding the foregoing, gas and electric lines shall be placed in conformance with Minnesota Rules part 7819.5100, subd. 2, governing safety standards.*

*(e) Corridors. The city may assign a specific area within the right-of-way, or any particular segment thereof as may be necessary, for each type of facilities that are or, pursuant to current technology, the city expects will be located within the right-of-way. All excavation, obstruction or other permits issued by the city involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue. A typical crossing section of the location for utilities may be on file at the Director's office. This section is not intended to establish "high density corridors."*

*Any registrant who has facilities in the right-of-way in a position at variance with the corridors established by the city may remain at that location until the city requires facilities relocation to the corridor pursuant to relocation authority granted under Minnesota Rules part 7819.3100 or other applicable law.*

*(f) Limitation of space. To protect the public health, safety and welfare or when necessary to protect the right-of-way and its current use, the city shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way. In making such decisions, the city shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future city plans for public improvements and development projects which have been determined to be in the public interest.*

*(Ord. 2006-32, passed 7-24-2006)*

### **III. CONDITION OF WIRELESS SUPPORT STRUCTURE**

The CITY will keep and maintain the the wireless support structures in good repair as required for their Primary Use and in the ordinary course of business as its budget permits. CITY makes no guarantee as to the condition of any wireless support structures with regard to 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.

#### IV. INDEMNIFICATION

APPLICANT shall, to the extent permitted by law, indemnify and hold CITY harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the APPLICANT, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the CITY, or its employees, contractors or agents.

#### V. INSURANCE

- A. Worker's Compensation: The APPLICANT must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury by disease, each employee.
- B. General Liability: The APPLICANT must maintain occurrence form commercial general liability coverage.
  1. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual liability, property damage liability, and independent contractors.
  2. The APPLICANT must maintain aforementioned commercial general liability coverage with limits of liability not less than \$1,500,000 for each occurrence; \$3,000,000 minimum general aggregate and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the commercial general liability coverages.
  3. APPLICANT will maintain Completed Operations coverage for a minimum of two (2) years after the construction is completed.
- C. Automobile Liability: The APPLICANT must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,500,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of rides afforded by the Umbrella Excess Policy are not less than the underlying Commercial Auto Liability coverage.
  1. Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.
  2. The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.
- D. APPLICANT Property Insurance: The APPLICANT must keep in force for the duration of the Permit a policy covering damages to its property in the right of way. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- E. Adjustment to Insurance Coverage Limits: The APPLICANT's coverage limits set forth herein shall be increased at the time of any Renewal Term by twenty-five percent (25%) over the preceding term or Renewal Term. Alternatively, instead of such periodic coverage limit increases, during the entire term of this Agreement, APPLICANT may maintain an umbrella or excess liability insurance policy with a combined single limit of \$5,000,000.00 per occurrence, and CITY will be named as an additional insured under such policy.
- F. Additional Insured – Certificate of Insurance: The APPLICANT shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated B+ (VIII) or better), licensed to do business in the State of Minnesota, which includes all coverage required in this Section 13. **APPLICANT will list the CITY as an Additional Insured on the General Liability and Commercial Automobile Liability Policies.**

The Certificate(s) shall also provide the coverage may not be cancelled, non-renewed, or materially changed without thirty (30) days prior written notice to the CITY.

- G. **Defense and Indemnification:** APPLICANT agree to defend, indemnify, and hold harmless CITY and its elected officials, directors, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be liable in the performance of this Agreement, except those which arise solely from negligence or willful misconduct of CITY, its elected officials, directors, officers, employees, agents, representatives or contractors.

APPLICANT shall defend, indemnify, and hold CITY, its agents, employees and officials harmless against all claims arising out of APPLICANT's use of the right of way, including its installation, operation, use, maintenance, repair, removal, or presence of APPLICANT's facilities, structures, equipment or other types of improvements, including Antenna Facilities, in the right of way except to the extent arising from or related to the sole negligence or willful misconduct of CITY, its elected officials, officers, employees, agents, and representatives.

#### **VI. LIMITATION OF LIABILITY**

CITY shall not be liable to the APPLICANT, or any of its respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights 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.

#### **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 CITY or other APPLICANTS of the Premises which existed on the Premises prior to the date this Agreement is executed by the Parties. In the event any after-installed APPLICANT's equipment causes such interference, and after CITY has notified APPLICANT in writing of such interference, APPLICANT will take all steps necessary to correct and eliminate the interference, including but not limited to, at CITY's option, having the APPLICANT power down its equipment and later power up its equipment for intermittent testing.

#### **VIII. REMOVAL AT END OF TERM OR UPON PERMIT REVOCATION**

APPLICANT shall, within ninety (90) days after any termination of this Permit, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear expected. CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of APPLICANT shall remain the personal property of APPLICANT and 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. If such time for removal causes APPLICANT to remain on the Premises after termination, APPLICANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis until such time as the removal of the antenna structure, fixtures and all personal property are completed. All rentals paid prior to said termination date shall be retained by CITY.

#### **IX. CASUALTY**

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