



SMALL CELL WIRELESS FACILITY QUESTIONNAIRE

BULLETIN

8

SEP 2019

Engineering Department
3232 Main Street, Lemon Grove, CA 91945
Phone: 619-825-3811 Fax: 619-825-3818
www.lemongrove.ca.gov

Applicant: _____

Project Location: _____

Please Check YES or NO (Attach Application for Small Cell Wireless Facility Permit)

- | | |
|--------------------------|---|
| YES | NO |
| <input type="checkbox"/> | <input type="checkbox"/> The project's wireless facilities are within the City maintained public right-of-way |
| <input type="checkbox"/> | <input type="checkbox"/> The project's wireless facilities are on private property within the City |
| <input type="checkbox"/> | <input type="checkbox"/> The project includes use of existing City poles |
| <input type="checkbox"/> | <input type="checkbox"/> The project includes use of existing utility poles |
| <input type="checkbox"/> | <input type="checkbox"/> The projects includes use of existing structures on private property |
| <input type="checkbox"/> | <input type="checkbox"/> The project is co-located with existing wireless telecommunication facilities |
| <input type="checkbox"/> | <input type="checkbox"/> The project requires excavation in the right-of-way |

- | | |
|--------------------------|---|
| YES | NO (Further Review may be required for a "YES" answer below) |
| <input type="checkbox"/> | <input type="checkbox"/> The project will interfere will public use or maintenance of the roadway |
| <input type="checkbox"/> | <input type="checkbox"/> The project will impede upon the sidewalk, pathway or trail |
| <input type="checkbox"/> | <input type="checkbox"/> The project will impact a traffic signal or street light poles(s) |
| <input type="checkbox"/> | <input type="checkbox"/> The project will remove vegetation |
| <input type="checkbox"/> | <input type="checkbox"/> The project will harm or remove healthy, mature or scenic trees |
| <input type="checkbox"/> | <input type="checkbox"/> The project is on a property with an easement |
| <input type="checkbox"/> | <input type="checkbox"/> The project is on a property with a current use permit. If yes, provide permit No. _____ |
| <input type="checkbox"/> | <input type="checkbox"/> The project will have significant impact to aesthetics |
| <input type="checkbox"/> | <input type="checkbox"/> The project will have impacts to historic or |

The language below shall be placed on the face of the plans and will become a permit condition:

- "If existing landscaping is to be removed, the applicant will replace it in kind."
- "Construction activities will not occur before 7 a.m. or after 7 p.m. nor will any construction occur on Sundays or holidays as defined by the Lemon Grove Municipal Code Section 9.24.120 without first obtaining a noise variance."

I hereby certify the above answers are true and correct to the best of my knowledge:

Permit Signature: _____ Date: _____



**City of Lemon Grove
Engineering Department**
3232 Main Street
Lemon Grove, CA 91945
(619) 825-3811
www.lemongrove.ca.gov

**SMALL CELL
WIRELESS FACILITY
AND
ENCROACHMENT
PERMIT
APPLICATION**

For City Use Only
PERMIT #:

FEES PAID:
 \$500 Application (up to 5 sites)
 \$270 Encroachment (each site)

Proposed site location(s) and address(es)

Project description

Type Pre-existing (60 day review) New (90 day review)

Pole number if in ROW

Dig Alert #:

Applicant Information: Property Owner Other Entitled Person
Name

Telephone

Address City State Zip Code Fax

Email

Property Owner or Pole Owner

Telephone

Address City State Zip Code Fax

Print Name: _____ Signature: _____ Date: _____

****If a utility pole, please submit approval from utility agency**

Contractor Name

Telephone

Address City State Zip Code

Email

State License No. Ex. Date Class Lemon Grove Business License No.

Licensed Contractor's Declaration: I hereby affirm that I am licensed by the state of California and that my license is in full force and effect and I will submit my liability insurance naming the City of Lemon Grove as additionally insured with the required limits listed on the back of this form.

Print Name: _____ Signature: _____ Date: _____

Applicant's Signature: I certify that I have read this application and state that the above information is correct, and that I am the property owner, authorized agent of the property owner, or other person having a legal right, interest, or entitlement to the use of the property that is the subject of this application. I understand that I am responsible for knowing and complying with the governing policies and regulations applicable to the proposed development or permit. The City is not liable for any damages or loss resulting from the actual or alleged failure to inform the applicant of any applicable laws or regulations, including before or during final inspections. City approval of a permit application, including all related plans and documents, is not a grant of approval to violate any applicable policy or regulation, nor does it constitute a waiver by the City to pursue any remedy, which may be available to enforce and correct violations of the applicable policies and regulations.

Print Name: _____ Signature: _____ Date: _____

INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS

Owner of wireless facility must sign the Indemnification and Hold Harmless clause below, maintain the insurance limits/policies listed below and name the City as additionally insured for the duration of the placement of the equipment in the City's Right-of-Way

INDEMNIFICATION AND HOLD HARMLESS. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, agents, and subcontractors in the performance of services under this Permit. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this Permit. The CITY AND CONTRACTOR expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY 's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

Print Name: _____ Signature: _____ Date: _____

INSURANCE. The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:

- A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.
- C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.
- D. Worker's Compensation insurance 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.
- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.
- F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.
- G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.
- H. Any aggregate insurance limits must apply solely to this Agreement.
- I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.
- J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

Print Name: _____ Signature: _____ Date: _____