

Wireless Permit Standard Conditions

In addition to any supplemental conditions imposed by the City Planner or Community Development Director, as the case may be, all Wireless Permits shall be subject to the following conditions, unless modified by the approving authority:

1. *Code Compliance.* The Permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations and other rules, including, without limitation, those applying to use of rights-of-way, as applicable.
2. *Permit Duration.* A Wireless Permit shall be valid for a period of ten (10) years, unless pursuant to another provision of the Code or these conditions, it expires sooner or is terminated. At the end of ten (10) years from the date of issuance, such Permit shall automatically expire, unless an extension or renewal has been granted. A person holding a Wireless Permit must either: (1) remove the facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure in the right of way need not be removed, but must be restored to its prior condition, except as specifically permitted by the City); or (2) at least ninety (90) days prior to expiration, submit an application to renew the permit, which application must, among all other requirements, demonstrate that the impact of the wireless facility cannot be reduced. The wireless facility must remain in place until it is acted upon by the City and all appeals from the City's decision exhausted.
3. *Timing of Installation.* The installation and construction authorized by a Wireless Permit shall begin within one (1) year after its approval, or it will expire without further action by the City. This period may be extended at the City Planner's discretion if good cause is shown. The installation and construction authorized by a Wireless Permit shall conclude, including any necessary post-installation repairs and/or restoration to the ROW, within thirty (30) days following the day construction commenced.
4. *Commencement of Operations.* The operation of the approved facility shall commence no later than six (6) months after the completion of installation, or the Wireless Permit will expire without further action by the City. This period may be extended at the City Planner's discretion if good cause is shown.
5. *Inspections; Emergencies.* The City or its designee may enter onto the facility area to inspect the facility upon forty-eight (48) hours prior notice to the Permittee. The Permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property. The city shall make an effort to contact the Permittee prior to disabling or removing any facility elements, but in any case shall notify Permittee within twenty-four (24) hours of doing so.

6. *Contact.* The Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a 24-hour emergency phone number.
7. *Insurance.* Permittee shall obtain and maintain throughout the term of the permit commercial general liability insurance with a limit of \$5 million per occurrence for bodily injury and property damage and \$6 million general aggregate including premises operations, contractual liability, personal injury, and products completed operations. The relevant policy(ies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insureds. Permittee shall use its best efforts to provide thirty (30) days' prior notice to the City of to the cancellation or material modification of any applicable insurance policy.
8. *Indemnities.* The Permittee and, if applicable, the owner of the property upon which the wireless facility is installed shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees (i) from any and all damages, liabilities, injuries, losses, costs, and expenses, and from any and all claims, demands, law suits, writs of mandamus, and other actions or proceedings brought against the city or its agents, officers, officials, or employees to challenge, attack, seek to modify, set aside, void or annul the city's approval of the permit, and (ii) from any and all damages, liabilities, injuries, losses, costs, and expenses, and any and all claims, demands, law suits, or causes of action and other actions or proceedings of any kind or form, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the Permittee or, if applicable, the property owner or any of each one's agents, employees, licensees, contractors, subcontractors, or independent contractors. In the event the city becomes aware of any such actions or claims the city shall promptly notify the Permittee and, if applicable, the private property owner and shall reasonably cooperate in the defense. 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.
9. *Adverse Impacts on Adjacent Properties.* Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, and removal of the facility. The Permittee shall, at its sole cost and expense, repair and restore any and all damages to public and private properties that result from any activities performed in connection with the installation, maintenance, or repair of a small wireless facility in the public right of way.
10. *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 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 in the public rights-of-way to be affected by Permittee's facilities.

11. *General Maintenance.* The site and the facility, including, but not limited to, all landscaping, fencing, and related transmission equipment, must be maintained in a neat and clean manner and in accordance with all approved plans. All graffiti on facilities must be removed at the sole expense of the Permittee within forty-eight (48) hours after notification from the City.
12. *RF Exposure Compliance.* All facilities must comply with all standards and regulations of the 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, a qualified expert chosen by the City must conduct on-site post-installation RF emissions testing, at Permittees sole cost and expense 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.
13. *Testing.* Testing of any equipment shall take place on weekdays only, and only between the hours of 8:30 a.m. and 4:00 p.m., except that testing is prohibited on holidays that fall on a weekday. In addition, testing is prohibited on weekend days.
14. *Modifications.* No changes shall be made to the approved plans without review and approval in accordance with applicable federal, state, and local regulations.
15. *Abandonment.* If a facility is not operated for a continuous period of ninety (90) days, the Wireless Permit and any other permit or approval therefor shall be deemed abandoned and terminated automatically, unless before the end of the ninety (90) day period (i) the City Engineer 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 City Engineer 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 City Engineer. 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.

16. *Encourage Collocation.* Where the facility site is capable of accommodating a collocated facility upon the same site in a manner consistent with the permit conditions for the existing facility, the owner and operator of the existing facility shall allow collocation of third party facilities, provided the parties can mutually agree upon reasonable terms and conditions.
17. *Records.* The Permittee must maintain complete and accurate copies of all permits and other regulatory approvals issued in connection with the 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 or fails to produce true and complete copies of such records within a reasonable time after a written request from the City, any ambiguities or uncertainties that would be resolved through an inspection of the missing records will be construed against the Permittee.
18. *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.
19. *Permit Revocation.* Any Wireless Permit may be revoked in accordance with the provisions and procedures in this Wireless Permit condition. The City Planner may initiate revocation proceedings when the City Planner has information that the facility may not be in compliance with all applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s). Before any public hearing to revoke a permit pursuant to this condition, the City Planner must issue a written notice to the permittee that specifies (i) the facility; (ii) the violation(s) to be corrected; (iii) the timeframe in which the permittee must correct such violation(s); and (iv) that, in addition to all other rights and remedies the City may pursue, the City may initiate revocation proceedings for failure to correct such violation(s). A wireless permit may be revoked only by the City Council after a duly notice public hearing. The City Council may revoke a permit when it finds substantial evidence in the written record to show that the facility is not in compliance with one or more applicable

laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s). Any decision by the City Council to revoke or not revoke a permit shall be final and not subject to any further appeals. Within five business days after the City Council adopts a resolution to revoke a permit, the City Planner shall provide the permittee with a written notice that specifies the revocation and the reasons for such revocation.

Conditions Specifically for Facilities in the ROW, In Public Utility Easements, and on Private Streets

20. *No Right, Title, or Interest.* The permission granted by a Wireless Permit shall not in any event constitute an easement on or an encumbrance against the right-of-way. No right, title, or interest (including franchise interest) in the right-of-way, or any part thereof, shall vest or accrue in Permittee by reason of a Wireless Permit or the issuance of any other permit or exercise of any privilege given thereby.
21. *No Possessory Interest.* No possessory interest is created by a Wireless 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 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 interact 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.
22. *Site License Agreement.* Prior to any work in the public right-of-way on City-owned utilities/poles, a fully executed license agreement for use of the subject site, shall be in place between the City and the wireless carrier and/or operator of the wireless telecommunications facility. To the extent permitted by law, the applicant shall be responsible for any City Attorney cost associated with review and approval of the license agreement. This permit is not a substitute for such agreement.
23. *Encroachment Permits Required.* Prior to any work in the public right-of-way, the applicant shall submit for and obtain an Encroachment Permit to cover the inspection of the actual work in the public right-of-way. The public sidewalk shall remain open at all times of construction, unless otherwise approved by the City Engineer.
24. *Conflicts with Improvements.* For all facilities located within the ROW, the Permittee shall remove or relocate, at its expense and without expense to the city, any or all of its facilities when such removal or relocation is deemed necessary by the city by reason of any change of grade, alignment, or width of any right-of-way, for installation of services, water pipes, drains, storm drains, power or signal lines,

traffic control devices, right-of-way improvements, or for any other construction, repair, or improvement to the right-of-way. Relocation shall occur within 90 days after receiving notification from the City. Relocations and modifications are subject to applicable federal, state, and local regulations at the time the modification or relocation is required.

25. *Street Re-paving.* Prior to issuance of any Encroachment Permit, if it is determined that proposed work involves cutting into existing street paving that is subject to the City's Moratorium Policy, the City Engineer shall establish repair standards which may include repaving the entire width of the street in the area of the proposed work.
26. *As-Built Drawings.* After installation of the facility. As-built drawings shall be in an electronic format acceptable to the City Engineer.
27. *Annual Certification.* Each year on January 30, the applicant shall be responsible to submit an affidavit which shall certify: (1) the facility permitted by this Wireless Permit remains in use; and (2) that the facility remains covered by insurance as required in these conditions. For facilities not still in use, see "Abandonment" in these conditions of approval. Such annual certification may be combined with the certification for other small wireless telecommunications facilities in the right-of-way from the same wireless carrier or facility operator.