



**RIGHT-OF-WAY PERMIT APPLICATION
SMALL WIRELESS COMMUNICATION FACILITIES
FOR FACILITIES ON PUBLIC RIGHTS-OF-WAY OR LANDS**

Liberty Lake Community Development Department
22710 E Country Vista Drive, Liberty Lake, WA 99019
Phone: (509) 755-6704
Website: libertylakewa.gov
Email: permitcenter@libertylakewa.gov

Multiple sites may be applied for with one application, and they will be batch processed. All proposed facilities in a batch must utilize the same concealment technique, be located on the same type of facility (e.g. light standard, utility pole) and be within either the public right-of-way or on public-owned property.

INSTRUCTIONS FOR RIGHT-OF-WAY PERMIT APPLICANTS

Applicants for permits to occupy City property with utilities, or holders of franchise rights proposing work upon, along, over, under, or across any City road, bridge, wharf, trestle, public place, street, avenue, or alley on property in the City, shall first file with the City of Liberty Lake Community Development Department, their application to do such work.

A permit surety as defined in the Franchise agreement is required. Prior to the release of the permit surety, a warranty bond, in accordance with the City Street Standards, may be required to be submitted to the City.

Evidence of Insurance shall be furnished to the City in writing as defined in the Franchise Agreement.

The applicant shall be responsible for obtaining any additional required permits/approvals from affected agencies.

Permit fees shall be paid to the City at Permit issuance in the amount agreed upon in the franchise agreement.

Email an electronic copy of applications, drawings, supporting documents, and traffic control plans to the City to permitcenter@libertylakewa.gov. The applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road construction, barricades, etc., shall meet WSDOT standard specifications. The actual location of the work to be done under this permit, its depth below or above surface or grade of any City structure, road, street, avenue, alley, or public place shall be approved by the City of Liberty Lake or designated representative.

All businesses which perform work in the City must have a current WA State Business License. If the business is located outside of the City, the license must also have a City endorsement. A Franchise Agreement must also be in place with the City. List owner of the franchise agreement here:

Applicant's Business & Contact Name:	
Email:	Phone:
Address:	City, State, Zip:
Contractor's Business & Contact Name:	
Email:	Phone:
Address:	City, State, Zip:
WA State Contractor License:	Contractor UBI Number:
Project Contact's Name:	
Email:	Phone:
Address:	City, State, Zip:

Site Specific Information
Project Location/Reference:
The undersigned hereby applies for permission to:

Applicant's Reference Work Order Number:	
Anticipated Work Start Date:	Anticipated Work Completion Date:

The estimated time required for completion, including restoration, of the above work is _____ days which the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests, and conveniences of the public. The petitioner further agrees to perform the work in strict compliance with the provisions enumerated on the permit. The undersigned guarantees that if the backfill, street surfacing, or improvement fails within two (2) years from the date of final inspection by the City of Liberty Lake, they shall pay the cost of the City for making repairs or restoration of the roadway and improvements. In consideration of the granting of this permit it is agreed by the applicant that the City of Liberty Lake and any officer or employee thereof shall be saved harmless by the applicant from any liability of responsibility for any accident, loss, or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that any of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use or maintenance of the street by the general public, it must be removed or relocated, as designed by the City Engineer at the expense of the permittee or his successor in interest.

- A minimum of 3 business days' notice is required for processing permit applications. Once a permit is granted, call 1 (800) 424-5555 for locate services at least 3 days prior to digging. It is the applicant's responsibility to have all utility locate indicators (flags, paint, etc.) removed at the project completion.
- You must notify the Community Development Department 24 hours prior to any lane, shoulder, or sidewalk closure. Email permitcenter@libertylakewa.gov . Failure to notify the City of closures will result in immediate removal from the right-of-way.
- Pre- and post-construction inspections will be scheduled and performed for all ROW permits including any pavement cuts/repair, boring or trenching work. Email the Permit Center at permitcenter@libertylakewa.gov at least 24 hours prior to any change in the start or finish of scheduled work from that indicated by the permit. Failure to notify the City within 24 hours of a change to the schedule may result in fees for additional inspections. All property (including but not limited to infrastructure, landscaping, and stormwater facilities) must be returned to pre-construction conditions at project completion.
- Failure to notify the City in advance of changes to the start of the work schedule or following a change to the completion date that precludes pre- or post-inspection of work will result in all discovered damage (regardless of span of time lapse) to be considered a result of permittee's work and will be their sole restoration responsibility.

PERMIT CONDITIONS

1. The petitioner designated herein as the "grantee" his successors and assigns, shall have the right and authority to enter upon the right of way of the City road, street, alley, public place, or structure as indicated on this form, for the purpose of doing such work as applied for, and approved by the City of Liberty Lake. The grantee shall provide a copy of the permit to all on-site work vehicles so that it is available for inspection during all construction hours. Failure of a work vehicle to have a permit on-board will result in immediate removal from the right-of-way.
2. The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the City prior to start of work and shall be subject to the inspection of the City so as to ensure proper compliance with the terms of this permit. Grantee agrees to remove all equipment and traffic control from rights-of-way outside of approved construction hours.
3. Signs, barricades, and traffic control in the vicinity of the work during all construction activities shall strictly conform to provisions of the Manual of Uniform Traffic Control Devices (MUTCD), and the approved traffic control plan.
4. All asphalt cuts and repair patching shall follow guidelines in the Inland Northwest Regional Pavement Cut Policy.

5. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility, in as good and safe a condition in all respects as same were in before commencement of work by grantee.
6. In case of any damage to any roads, streets, public places, structures, or public property of any kind on account of said work by the grantee, the grantee will at once repair said damage at his own sole cost and expense.
7. The City or designated agents or representatives, may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place, or structure which is in a condition dangerous to a life or property resulting from the Grantee's facility or its installation as permitted herein, and upon demand the grantees shall pay to the City all costs of such work and material.
8. If at any time the City deems it advisable to widen, grade, regrade, plank, pave, improve, alter, or repair any road, street, public place, or structure, the grantee upon written notice by the City, or designated representative or agents, will at his own sole cost and expense, raise, lower, change, move, or reconstruct such installations to conform to the plans of work contemplated or ordered by the City.
9. If upon written notice by the City, the grantee fails to relocate any portion or all of the project as granted under this permit, the City, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct same, shall be borne by the grantee.
10. All such changes, reconstruction or relocation by the grantee shall be done in such a manner as will cause the least interference with any of the City's work and shall be subject to the same provisions which control the original installation. The City shall in no way be held liable for any damage to the grantee by reason of any such work by the City, its agents, or representatives, or by the exercise of any rights by the City upon roads, streets, public places, or structures in question.
11. This grant or privilege shall not be deemed or held to be an exclusive franchise; nor prohibit the City from granting other permits or franchise rights of like or other nature to other public or private utilities; nor shall it prevent the City from using any of its roads, streets, or public places for public use; nor affect its jurisdiction over any part of them.
12. All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
13. The City may revoke, annul, or terminate this permit if grantee fails to comply with any or all provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted is not installed or operated and maintained in conformity herewith or at all.
14. The City of Liberty Lake may at any time, change, amend, modify, amplify, or terminate any of the conditions herein enumerated so as to conform to any state statute or City regulation pertaining to the public welfare, safety, health, or highway regulations as are or may hereinafter be enacted, adopted, or amended, etc. The City may terminate this permit if grantee fails to comply with any such changes.
15. Petitioner, by accepting this permit, agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and / or utilities.
16. All locate indicators (e.g. Flags and/or markings on sidewalks, etc.) must be removed from the site upon conclusion of the permit. This is the sole responsibility of the grantee.
17. The applicant shall pay to the City all costs of, and expenses incurred in the examination, inspection, and supervision of such work on account of the granting of said permits. Pre- and post-construction inspections are required, and grantee is responsible for notification to the City when inspections can be commenced.

In accepting this permit the petitioner, his successors and assigns agree to protect and save harmless the City from all claims, actions, or damages of any kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of right of way or public place or public structure, and in case any such suit or action is brought against said City for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them or commencement of such action defend the same at his or their sole cost and

expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to the City.

Along with this application please provide one electronic copy of the following:

- A map showing geographic boundary of the deployment. Show locations of all existing and proposed equipment, both above-ground and below-ground. Include any trenching or boring required for installation. Note any removal of asphalt/concrete in the roadway or sidewalk. Define the service area that the deployed equipment will cover. All drawings shall be on a working scale and include street names for reference.
- Identify the mounting configuration proposed for the application: e.g. existing utility pole, City-owner light poles, utility owned light poles, replacement utility pole, new poles, towers, existing building, or structure.
- If mounting on City-owned poles or structures, provide a valid lease agreement from the City.
- Refer to the City Development Code Section 10-2A-5 to determine the Zoning District identification for each proposed location. Once the City Zone is identified, refer to City Development Code Section 10-2 which defines the siting hierarchy for each zone. If the proposed mounting configuration is not consistent with the defined siting hierarchy, provide a siting justification report for the proposed facility location.
- Refer to City Development Code Section 10-6A-3 to verify that the location is exempt from SEPA review. If NOT exempt, provide SEPA checklist along with the application.
- Provide dimensioned details of antenna and mounting hardware for each condition noted in the legend.
- Provide structural engineering calculations as applicable related to seismic, wind, and ice loading. If co-locating on existing utility pole, provide confirmation from owner's engineer certifying that all attachments and mounting configurations are approved to be added to the pole in regard to seismic, wind and ice loading considerations.
- Provide visual renderings (including photo simulations) of the mounting configuration.
- Provide a sworn affidavit by a radio frequency engineer with knowledge of the proposed project affirming that the deployment, as proposed, will be compliant with all FCC and other governmental regulations in connection with human exposure to radio frequency emissions for every frequency at which the small cell facility will operate.
- Provide proof of FCC and other regulatory approvals required.
- The traffic control plan(s) for the location(s).

Signing this application is acknowledgement of agreement to pay fees based upon the City's latest approved Fee Schedule. Invoices will be sent 30 days, 60 days, and 90 days after the permit is ready for issuance, unless otherwise stated. Any balance on the account for this project that is not paid within 90 days of the invoice date may result in legal action or the initiation of other collection procedures. Land use permits, infrastructure permits, and other Zoning, Land Use & Subdivision applications will require the associated fees to be paid up front.

Required Signatures

By signing below (with either electronic or physical signature), I acknowledge that as the applicant I am the property owner or have full permission and authority to represent the property owner in this project and carry out the work specified on the permit. Additionally, I certify that my signature included on this application, if done electronically, provides the same understanding and authority as if I had signed the application in person or in writing. I acknowledge that a minimum of 24 hrs. notice is required for all inspection requests. I give permission for use of my electronic signature on the permit, and I acknowledge, understand, and agree to the requirements and terms described on this application.

Applicant's Signature

Printed Name and Title

Date