

City of Rockford, Illinois

Public Works Department
425 East State Street, Rockford, IL 61104
Phone: 779-348-7174 Fax: (815) 967-7058
Web: www.rockfordil.gov



SMALL WIRELESS FACILITIES PERMIT APPLICATION (ENCROACHMENT LOCATED WITHIN THE CITY RIGHT-OF-WAY)

APPLICANT INFORMATION

Applicant Name:		Date:
Applicant is a: <input type="checkbox"/> Carrier/Wireless Provider <input type="checkbox"/> Representative <input type="checkbox"/> Other:		
Company Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Email:	

PROPOSED SITE LOCATION

Property Address:		
City:	State:	ZIP Code:
Closest Intersection (Distance and Direction from):		

EXISTING POLE/STRUCTURE INFORMATION

New Pole/Structure Construction? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Pole/Structure ID Number:	Height of Pole/Structure (feet):	Pole Color:
Existing Attachment(s) on Pole/Structure? (<i>e.g.</i> , banners, light fixtures) Yes <input type="checkbox"/> No <input type="checkbox"/>		
Existing Structure Owner:		
Name of Structure Owner Representative:		
Address:		
City:	State:	ZIP Code:
Phone:	E-mail:	Fax:

PROPERTY OWNER INFORMATION

In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation. Permission has been granted by property owner? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Email:	

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APPLICATION REQUIREMENTS

The following documents must be attached or included for the Application to be complete:

- Application fee(s)
- Site specific structural integrity, AND for a municipal utility pole
- Make-ready analysis prepared by a structural engineer
- The location where each proposed small wireless facility or utility pole would be installed
- Photographs of the proposed site location and its immediate surroundings
- Specifications and drawings prepared by a structural engineer for each proposed small wireless facility
- The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility
- A proposed schedule for the installation and completion of each small wireless facility, if approved
- Proof of permission granted by property owner, if existing pole not owned by the City

ATTESTATION, ACKNOWLEDGMENT & SIGNATURE

I attest to the best of my knowledge and belief, that the information stated in this application and in all supporting plans and documents is true and accurate. To the best of my knowledge, I certify that the proposed collocation complies with the terms of the "Collocation Requirements and Conditions" Section of [CITY/VILLAGE]'s Small Wireless Facility Deployment Ordinance.

Signature of Applicant:

Date:

Printed Name of Applicant:

Title:

FOR ADMINISTRATIVE USE ONLY

Date Application was submitted:

Application is: Complete Incomplete

If incomplete, date the Applicant was notified:

Missing documents or information:

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This Agreement is date as of the _____ day of _____, 20____, by and between the CITY OF ROCKFORD, a municipal corporation, (“City”), and _____ (“Participant”).

RECITALS:

WHEREAS, the Participant wishes to install an encroachment in the City of Rockford right-of-way; and

WHEREAS, the City wishes to permit such installation to encourage the beautification of the community, subject to the terms and conditions herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1.	<u>Installation.</u> <u># and Type</u>	Participant will install the following: <u>description of encroachment(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOCATED AT: _____
(List street address or corner **and** ROW description, i.e. median, sidewalk, etc.)

Upon obtaining a permit to do so by the Department of Public Works. Participant agrees to abide by any conditions contained in the permit.

2. Maintenance. Participant agrees to maintain the encroachment, including weeding, watering and repairs. Participant agrees to maintain the encroachment in a clean and safe condition in the location approved.

3. Indemnification, Duty to defend, and Hold Harmless, To the fullest extent permitted by law, Participant agrees to that it shall indemnify and hold harmless the CITY OF ROCKFORD, a municipal corporation, and its officers, agents, representatives and/or employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Participant and any of its officers, agents, employees, members or volunteers, that occur while acting on behalf of Participant while installing or maintaining the encroachment, in connection with the performance of any work under this agreement, by or for Participant pursuant to any contract, except those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of the City of Rockford. Participant will defend and bear all costs of defending any actions or proceedings brought against the City of Rockford, a municipal corporation, and its officers, agents, representatives and/or employees, arising in whole or in part from any such acts, negligence, reckless or willful misconduct, omission, breach or default directly or indirectly, by Participant in the construction, existence, maintenance, or repair of the aforementioned encroachment.

4. City's Remedies for Noncompliance. If in the opinion of the City Engineer or his designee the encroachment(s) are not being maintained as required by this Agreement, the issued permit, and any applicable laws or regulations, the City Engineer or his designee may, upon notice described below, either: a. remove the encroachment, or b. elect to maintain the encroachment, but may subsequently remove with no further notice required. The City shall not be liable to the Participant in any way for said removal or takeover, and shall not be required to return the encroachment to the Participant. Prior to taking such action the City Engineer or his designee shall notify Participant of the maintenance deficiency in writing at the address herein or at such address Participant has designated in writing to the City as Participant's current address. The notice shall advise the Participant that the Participant has fourteen (14) days to correct the deficiency.

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5. Notices. All notice, requests, demands and other communication (collectively “Notices”) hereunder shall be in writing and given by personal delivery or U.S. mail, postage prepaid, at the following addresses or at such other addresses as the parties may designate by Notice given in the above-described manner:

City:
CITY OF ROCKFORD
Department of Public Works
City Engineer
425 E. State Street
Rockford, IL 61104

Participant:
Name: _____
Address: _____

Notice of suit or claim to:
CITY OF ROCKFORD
Legal Director
425 E. State Street
Rockford, IL 61104

Notice shall be effective upon receipt or upon attempted delivery if delivery is refused or impossible because the recipient has failed to provide a reasonable means for accomplishing delivery.

IN WHITNESS WHEREOF, the City and Participant have executed this Agreement on the date above first written.

CITY OF ROCKFORD

PARTICIPANT

By: _____
City Engineer

Org. _____
Title. _____