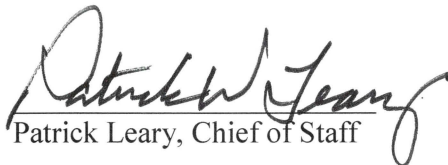




CITY COUNCIL TRANSMITTAL

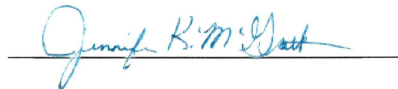
  
Patrick Leary, Chief of Staff

Date Received: 5/7/2019  
Date sent to Council: 5/7/2019

TO: Salt Lake City Council  
Charlie Luke, Chair

DATE: 4/25/2019

FROM: Jennifer McGrath, Interim Director Department of Community & Neighborhoods



SUBJECT: T-Mobile West, LLC Franchise Agreements

STAFF CONTACT: Jennifer McGrath, 801-535-7966, [jennifer.mcgrath@slcgov.com](mailto:jennifer.mcgrath@slcgov.com);  
Shellie Finan, 801-535-6447, [shellie.finan@slcgov.com](mailto:shellie.finan@slcgov.com);  
Kimberly Chytraus, 801-535-7683, [kimberly.chytraus@slcgov.com](mailto:kimberly.chytraus@slcgov.com)

DOCUMENT TYPE: Ordinance

RECOMMENDATION: Pass the Ordinance granting the telecommunications franchise to  
T-Mobile West, LLC

BUDGET IMPACT: None

**BACKGROUND/DISCUSSION:** : T-Mobile West, LLC is authorized to provide telecommunications services throughout the State of Utah servicing business and government customers with competitive local exchange voice and data services, internet access, private line service and cell site front-haul and back-haul capacity using fiber optic cables. T-Mobile West, LLC wishes to obtain a new, non-exclusive franchise to provide telecommunications services within Salt Lake City. The Franchise would allow the T-Mobile West, LLC to place the respective facilities within the City rights-of-way, governed by certain conditions and after securing permits, and provide for the payment of the telecommunications tax pursuant to state statute. T-Mobile West, LLC and the City negotiated the terms of the proposed Franchise Agreement, attached as Exhibit "A"

PUBLIC PROCESS: None

**EXHIBITS:**

- 1) Ordinance
- 2) Franchise Agreement

SALT LAKE CITY ORDINANCE  
No. \_\_ of 2019

(Granting a Telecommunication Franchise to T-Mobile West)

WHEREAS, T-Mobile West LLC, a Delaware limited liability company (the “Company”) desires to provide certain telecommunication services within Salt Lake City, Utah (the “City”), and in connection therewith to establish a network in, under, along, over, and across present and future streets, alleys and rights-of-way of the City, consisting of telecommunication lines and cables, together with all necessary and desirable appurtenances; and

WHEREAS, the City, in the exercise of its police power, ownership, use or rights over and in the public rights-of-way, and pursuant to its other regulatory authority, believes it is in the best interest of the public to provide to the Company, and its successors, a non-exclusive franchise to operate its business within the City; and

WHEREAS, the City and the Company propose to enter into a Franchise Agreement, the substantially final form of which has been presented to the City Council at the meeting at which this Ordinance is being considered for adoption; and

WHEREAS, the City desires to approve the execution and delivery of such Franchise Agreement and to otherwise take all actions necessary to grant the referenced Franchise to the Company; and

WHEREAS, the City believes this Ordinance to be in the best interest of the citizens of the City,

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah, as follows:

SECTION 1. Purpose. The purpose of this Franchise Ordinance is to grant to the Company, and its successors and assigns, a non-exclusive right to use the present and future streets, alleys, viaducts, bridges, roads, lanes and public way within and under control of the City for its business purposes, under the constraints and for the compensation enumerated in the Franchise Agreement attached hereto as Exhibit A, and by this reference incorporated herein, as if fully set forth herein (the “Franchise Agreement”).

SECTION 2. Short Title. This Ordinance shall constitute the T-Mobile Telecommunications Franchise Ordinance.

SECTION 3. Grant of Franchise. There is hereby granted to the Company, and its successors and assigns, in accordance with the terms and conditions of the Franchise Agreement, the right, privilege, and franchise (collectively, the “Franchise”), to construct, maintain and operate in, under, along, over and across the present and future streets, alleys, and rights-of-way and other property of the City, all as more particularly described in the Franchise Agreement.

SECTION 4. Term. The term of the Franchise is for a ten (10) year period from and after the recordation of the executed Franchise Agreement with the Salt Lake City Recorder’s Office, with a year to year automatic extension that can be terminated on at least 90 days’ written notice before the end of the existing term.

The Company shall pay all costs of publishing this Ordinance.

SECTION 5. Acceptance by Company. Within thirty (30) days after the effective date of this Ordinance, the Company shall execute the Franchise Agreement and



return it to the City, otherwise, this Ordinance and the rights granted hereunder shall be null and void.

SECTION 6. No Franchise revocation or termination may be effected until the City Council shall first adopt an ordinance terminating the Franchise and setting forth the reasons therefor, following not less than thirty (30) days prior written notice to the Company of the proposed date of the ordinance adoption. The Company shall have an opportunity on said ordinance adoption date to be heard upon the proposed termination.

SECTION 7. This Ordinance shall take effect immediately upon publication.

[Signatures on Following Page.]

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_ day of \_\_\_\_\_,  
2019.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2019.

Published: \_\_\_\_\_.

HB\_ATTYY-#77142-v1-Ordinance\_T-Mobile\_Telecommunications\_Franchise

Salt Lake City Attorney's Office  
Approved As To Form

By: \_\_\_\_\_

Kimberly Chytraus

Date: April 22, 2019

**EXHIBIT "A"**

**FRANCHISE AGREEMENT**

## FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (this “**Agreement**”), dated as of its date of recordation with the Salt Lake City Recorder, by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the “**City**”), and T-Mobile West LLC, a Delaware limited liability company (the “**Company**”).

### RECITALS

A. The Company desires a non-exclusive franchise to provide telecommunication services to residents, businesses, and other customers within the boundaries of Salt Lake City, Utah, and to utilize City rights-of-way for such purpose.

B. The City considers it to be in the best interests of the City, and in furtherance of the health, safety, and welfare of the public, to grant such franchise to the Company, and in connection therewith desires to authorize the use of City rights-of-way in accordance with the provisions of this Agreement, and all applicable City ordinances and state and federal law, including, without limitation, the Federal Telecommunications Act of 1996 (the “**Telecommunications Act**”).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and, further, in contemplation of subsequent approval by legislative action of the City Council as hereinafter provided, the parties mutually agree as follows.

### ARTICLE I FRANCHISE ORDINANCE

1.1 Ordinance. The City Council has adopted a franchise ordinance entitled T-Mobile Telecommunications Franchise Ordinance (the “**Ordinance**”), approving the execution of this Agreement. Execution of this Agreement constitutes the unqualified acceptance of the Ordinance by the Company. Such Ordinance is incorporated herein by reference, and made an integral part of this Agreement.

1.2 Franchise Description. The Ordinance confers upon the Company, and its successors and assigns, the right, privilege, and franchise (the “**Franchise**”), to construct, maintain and operate in, under, along, over, across, and through portions of the City’s Right-of-Way (as defined in Section 3.1 hereof), facilities consisting of telecommunication lines and cables (including, without limitation, fiber-optic and copper lines and cables), together with all necessary and desirable appurtenances (including without limitation underground and above ground conduits and structures, poles, towers, wire and cable) (collectively the “**Company Facilities**”). Upon the annexation of any territory to the City, all rights hereby granted, and the Franchise, shall automatically extend to the territory so annexed, to the extent the City has authority to so extend the Franchise. All facilities owned, maintained, or operated by the Company located within, under, or over rights-of-way of the territory so annexed shall thereafter be subject to all terms hereof. The Company Facilities may be used by the Company (and others, as provided herein), for the purpose of providing any of the services contemplated to be provided by telecommunications providers

under the Telecommunications Act, and involving any switched or other one-way or two-way transmission of voice or data, including but not necessarily limited to (i) services interconnecting interexchange carriers for the purpose of any transmission of voice or data; (ii) services connecting interexchange carriers or competitive access carriers to local exchange providers for the purpose of any transmission of voice or data; (iii) services connecting interexchange carriers to any entity, other than another interexchange carrier or the local exchange provider for the purpose of any transmission of voice or data; (iv) services providing private line point-to-point service for end users for the purpose of any transmission of voice or data; (v) video, video conferencing or point-to-point private line service, or (vi) any service regulated by state regulatory agencies or the Federal Communications Commission which the state of Utah or Federal Communications Commission has authorized the Company to provide.

Anything in this Agreement to the contrary notwithstanding, the Company may not use the Company Facilities to (i) provide, to any customer within the City, cable television services as defined in the federal Cable Communication Policy Act of 1984, as amended, or (ii) install wireless facilities or support structures for such wireless facilities in the right of way, without a separate franchise or license agreement therefor.

1.3 Term. The term of the Franchise is for a period from and after the date hereof, until the date that is ten (10) years from the date hereof.

## ARTICLE II

### FRANCHISE FEE; ADMINISTRATION FEE

2.1 Franchise Fee. (a) For and in consideration of the Franchise, and as fair and reasonable compensation to the City for the use by the Company of the City's Right-of-Way, the Company will pay to the City an annual franchise fee (the "**Franchise Fee**"), in an amount equal to, and consisting of, the municipal telecommunications license tax (the "**Municipal Telecommunications Tax**") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the "**Municipal Telecommunications Tax Act**"). Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an Interlocal Cooperation Agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

(b) Notwithstanding the provisions of Section 2.1(a) above, the Franchise Fee shall be calculated and payable as described therein only so long as the Company and the services provided within the City by the Company by means of the Company Facilities are subject to the Municipal Telecommunications Tax. In the event all or any portion of the Company Facilities ceases to be used by the Company to provide services subject to the Municipal Telecommunications Tax, the

Company shall pay, in lieu of the Franchise Fee, a charge with respect to such portion of the Company Facilities, payable from and after the (i) the date Company ceases to provide such services, or (ii) the date the Municipal Telecommunications Tax ceases to apply to the services provided by the Company, which shall be calculated in the same manner as the charge then imposed by the City on other Companies occupying the Right-of-Way with similar facilities, and which do not provide telecommunication services subject to the Municipal Telecommunications Act. The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate the change or elimination of the Municipal Telecommunications Act, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

(c) The Company represents to the City that one of the purposes for entering into this Agreement is to obtain authority to build or maintain a network within the City to provide telecommunication services to customers within the City. Upon completion of the Company Facilities, the Company will actively market customer services and generate local gross receipts within the meaning of the Municipal Telecommunications Tax Act. The Company represents that it expects to generate more than a nominal amount of gross receipts from local customers, and that the use of the Company Facilities for other purposes, or to otherwise provide services to customers located outside of the City, is not the sole or preeminent objective of the Company.

(d) Upon the written request of the City no more than once per year, the Company shall submit to the City a certificate signed by a corporate officer of the Company certifying whether or not all elements of the Company Facilities have been used to provide services which generate gross receipts attributed to the City (within the meaning of the Municipal Telecommunications Tax Act) during the preceding calendar year. Any elements of the Company Facilities not so used shall be identified.

(e) For each calendar year, those elements of the Company Facilities that are not used to provide services which generate gross receipts attributed to the City within the meaning of the Municipal Telecommunications Tax Act shall be subject to the per linear foot charge provided for in Salt Lake City Code § 14.32.425, or successor ordinance, as if such elements of the Company Facilities were installed and maintained pursuant to a telecommunications right of way permit (the “**Non-Taxed Facilities**”). On or before March 1<sup>st</sup> each year, Company shall pay to City the per linear foot charges for its Non-Taxed Facilities for the preceding calendar year, as provided for in Salt Lake City Code § 14.32.425, regardless of whether City requests the report pursuant to Section 2.1(d). In the event an element of Company Facilities is changed from a Non-Taxed Facility to a facility that provide services which generate gross receipts attributable to the City within the meaning of the Municipal Telecommunications Tax Act, the per linear foot charges for that particular element for the preceding year shall be pro-rated to the date of dedication to such local services.

2.2 Report of Franchise Fee Payment. Upon the written request of the City, the Company shall prepare and deliver to the City, at such frequency as the City shall request, but not more frequently than monthly, a report summarizing Company payments to the Utah State Tax

Commission for the requested period. Such report shall include such information related to such payment as the City shall reasonably request, including by way of example, and not limitation, the gross receipts of the Company from telecommunications service that are attributed to the City during such period, and the methodology for calculating such gross receipts.

2.3 Record Inspection. The records of the Company pertaining to the reports and payment required in this Agreement, including but not limited to any records deemed necessary or useful by the City to calculate or confirm gross receipts, and all other records of the Company reasonably required by the City to assure compliance by the Company with the terms of this Agreement (“**Company Confidential Information**”), shall be open to inspection by the City and its duly authorized representatives upon reasonable notice at all reasonable business hours of the Company. The Company may require such inspection to be performed at any Company Facilities where such Company Confidential Information may be located; provided that in the event such Company Confidential Information is not located at Company Facilities within the City, such Company Confidential Information shall be delivered by the Company for inspection by the City at the address of the City set forth in Section 13.1 hereof. City will hold in strict confidence and will keep confidential all Company Confidential Information. City will use reasonable care to avoid publication or dissemination of such Company Confidential Information. City will not disclose Company Confidential Information to any third person. Notwithstanding the previous sentence, City may disclose Company Confidential Information to its employees, officers, directors, consultants, advisors and agents (collectively, “**Representatives**”) to the extent reasonably necessary to carry out the inspection; provided, however, that such Representatives are informed of the confidential nature of the Company Confidential Information, and are bound by confidentiality obligations no less stringent than those set forth herein. Notwithstanding the forgoing, Company acknowledges that City is subject to the requirements of GRAMA as provided for in Paragraph 15.7 below. Company specifically waives any claims against City related to disclosure of any materials as required by GRAMA.

2.4 Service of Process. The Company agrees to use its best efforts to provide a local office within the State of Utah for purposes of acceptance of process. Otherwise, the Company agrees to advise City of a person or office where such process may be served.

2.5 Administrative Fee. In addition to the annual Franchise Fee described above, the Company shall pay to the City, upon execution and delivery hereof, a one-time administrative fee of \$5,000, which shall compensate the City for (but which does not exceed), the direct costs and expenses incurred by the City in preparing, considering, approving, executing and implementing the Ordinance and this Agreement.

### ARTICLE III COMPANY USE OF RIGHT-OF-WAY

3.1 Franchise Rights to Use Right-of-Way. (a) The Company shall have the right to excavate in, and use any present and future City-owned or controlled street, alley, viaduct, bridge, road, lane and public way within the City, including the surface, subsurface and airspace (collectively the “**Right-of-Way**”), subject to the terms and conditions of this Agreement and in

locations where Company obtains appropriate permits. In addition, the Company shall have the right to utilize any easement across private property granted to the City for utility purposes, provided (i) the prior written consent of the director of the City department which controls such easement is obtained in each case, and (ii) the documents granting such easement to the City authorize such use. In all cases, the precise location of the Company Facilities within, on, over, under, across or through the Right-of-Way shall be subject to City approval, and the right to use such Rights-of-Way shall be subject to the terms of this Agreement, and all applicable federal, state, and City laws, ordinances, rules, and regulations now existing or from time to time adopted or promulgated.

(b) The rights granted to the Company herein do not include the right to (i) excavate in, occupy or use any City park, recreational areas or other property owned by the City, or (ii) attach or locate any of the Company Facilities to or on, or otherwise utilize any of, any City-owned property or facilities or structures, including without limitation light poles, towers, buildings and trees. The use of such City-owned property or facilities by the Company shall be considered by the City on a case-by-case basis, and shall be subject to payment of additional compensation to the City. Similarly, the rights granted herein by the City to the Company do not include the right to situate any Company Facilities on poles or other property owned by entities other than the City and situated in the City's Right-of-Way. It shall be the responsibility of the Company to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

3.2 Duty to Relocate. (a) Whenever the City shall require the relocation or reinstallation of any of the Company Facilities situated within the Right-of-Way, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not more than thirty (30) days from the date of notice, to commence to remove and relocate or reinstall such Company Facilities as may be reasonably necessary to meet the requirements of the City, which relocation shall be completed within a reasonably practicable time thereafter, but in no event longer than one hundred twenty (120) days, unless extended by mutual agreement. Such relocation may be required by the City for any lawful purpose, including, without limitation, the resolution of existing or anticipated conflicts or the accommodation of any conflicting uses or proposed uses of the Right-of-Way, whether such conflicts arise in connection with a City project or a project undertaken by some other person or entity, public or private. The City will cooperate with the Company to provide alternate space where available, within the Right-of-Way, at no additional cost to the Company.

(b) Such relocation shall be accomplished by the Company at no cost or expense to the City. In the event the relocation is ordered to accommodate the facilities of an entity other than the City or the Company, the cost and expense of such relocation shall be borne by such other entity. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by the Company pursuant to this paragraph, shall be the property of the Company. City shall assign or otherwise transfer to the Company all rights it may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement.



3.3 City Duty to Obtain Approval to Move Company Property; Emergency Exception. Except as otherwise provided herein, the City shall not, without the prior written approval of the Company, intentionally alter, remove, relocate or otherwise interfere with any portion of the Company Facilities. However, if it becomes necessary, in the judgment of the City Representative (as defined in Section 6.1 hereof), to cut or move any of the Company Facilities because of a fire, flood, emergency, earthquake disaster or other imminent threat thereof, or to relocate any portion of the Company Facilities upon the Company's failure to do so following a request by the City under Section 3.2 hereof, these acts may be done without prior written approval of the Company and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. Any written approval required shall be reviewed and processed by the Company within seven calendar days and approval shall not be unreasonably withheld, conditioned, or delayed.

3.4 Annual Information Coordination. On or before February 28 of each calendar year, or such other date as the Company and City may agree upon from year to year, the Company and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City, with a view toward coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Such information exchange shall be subject to the confidentiality requirements set forth in Section 2.3 above and shall be in addition to, and not in lieu of, the requirements of Title 14, Chapter 32 of the Salt Lake City Code.

3.5 Common Use of Facilities. (a) In order to minimize the adverse impact to the Right-of-Way and to City facilities, and inconvenience to the public, caused by construction, repair and maintenance activities multiple utility franchisees, it is the policy of the City to encourage and require the shared use of telecommunication facilities by City franchisees and permittees whenever practicable.

(b) Except when necessary to service a subscriber, and subject to the written approval and conditions of the City, the Company shall, prior to constructing any Company Facilities, fully utilize any excess capacity reasonably and cost-effectively available on any existing poles or within any existing conduit, under such terms and agreements as the Company negotiates with the owners of such poles or conduits. The City shall cooperate with the Company in negotiating and obtaining permission to use such facilities.

(c) Whenever another franchisee or permittee of the City which is subject to a provision substantially similar to this provision of this Agreement requests permission to utilize any poles or other equipment of the Company for the purpose of attaching or locating therein or thereon any facilities of such franchisee or permittee, the Company shall negotiate in good faith with such franchisee or permittee to grant such permission under terms and conditions which (i) are commercially reasonable, (ii) do not place such franchisee or permittee at a competitive disadvantage relative to the Company or any other franchisee or permittee of the City, (iii) would not constitute a "barrier to entry" under the Telecommunications Act, and (iv) are, in any event, no less onerous than those permitted or required under the Telecommunications Act. Without limiting the generality of the foregoing, the provisions of this subsection (c) shall apply to all co-location of fiber optic lines or other cables within excess conduit installed by the Company

pursuant to Section 14.32.095 of the Salt Lake City Code. The Company shall be required to grant such permission only to the extent the facilities of such requesting franchisee or permittee do not (i) interfere with the Company Facilities, (ii) conflict with uses proposed by the Company, or anticipated within the reasonably foreseeable future, or (iii) create a safety or quality of services hazard. In the event the Company and the requesting franchisee or permittee are unable to agree upon such terms and conditions, the Company and the requesting franchisee or permittee shall resolve any disagreements in such legal or other forum as may be provided by law; provided, however, that if the result of the Company's inability to reach a reasonable agreement is that the City might be required by law to authorize the requesting franchisee or permittee to erect additional poles in the Right-of-Way, then, in that case, the City may decide any outstanding disputes, and the City's decisions shall be binding on all parties.

(d) No Company Facilities shall be installed or the installation thereof commenced on any existing pole within the Right-of-Way until the proposed location, specifications and manner of installation thereof are set forth upon a plot or map showing the existing poles, where such installations are proposed. The plot or map shall be submitted for approval to the City Representative.

(e) If the Company is required to locate Company Facilities within the Right-of-Way other than Company Facilities which may be attached to utility poles, the nature of such Company Facilities shall be disclosed to the City Representative for approval as to the need thereof and as to the location within the Right-of-Way. The installation shall be made under such conditions as the City Representative shall prescribe.

(f) The Company may trim trees overhanging the Right-of-Way of the City to prevent the branches of such trees from coming in contact with Company Facilities. All trimming on City property shall be done with the approval of and under the direction of the City's Urban Forester and at the expense of the Company.

(g) The Company shall, at the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of such building. The expense of such temporary removal or raising or lowering of the wires shall be paid by the person requesting the same and the Company shall have the authority to require such payment in advance. The City agrees to cause prior written notice of the necessity to move wires to be given as far in advance as possible, provided that in no event shall less than forty-eight (48) hours advance notice be given.

3.6 Duty to Underground. It is the policy of the City to have lines and cables placed underground to the greatest extent reasonably practicable. In furtherance of this policy, the Company agrees as follows:

(a) In addition to the installation of underground lines as provided in the applicable rules and regulations of the Public Service Commission, the Company shall, upon payment of the charges provided in its tariffs or their equivalent, place newly constructed lines and cables underground in (i) new residential subdivision areas, if required by subdivision regulations adopted

by the City, and (ii) within the Central Business District of the City.

(b) In any area of the City in which there are no aerial facilities other than antennas or other facilities required to remain above ground in order to be functional, or in any portion of the Right-of-Way in which all telephone wires and cables reasonably capable of undergrounding have been placed underground, the Company shall not be permitted to erect poles, but shall lay wires, cables, or other facilities on existing poles or underground in the manner required by the City. The Company acknowledges and agrees that if the City does not require the undergrounding of Company Facilities at the time of initial installation, the City may, at any time in the future, require the conversion of the Company's above-ground and/or aerial facilities to underground installation at the Company's expense whenever telephone or other utilities are placed underground in the immediate vicinity of Company's Facilities.

3.7 Company Duty to Comply With Rules and Regulations. Company Facilities located on, upon, over or under the Right-of-Way shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with such lawful rules and regulations as the City may issue. The Company shall acquire, and any fees with respect to, such permits as may be required by such rules and regulations, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance.

3.8 Incorporation of Technology. The Company shall use its best efforts to incorporate technological advances into its equipment and service when such advances have been shown to be technically and economically feasible, safe and beneficial. Without limiting the generality of the foregoing, the Company shall endeavor to make available to all of its customers within the City, and continually improve, its high-speed internet service, if any. The Company shall, in the regular course of its business, review technological advances that have occurred in the telecommunication industry.

3.9 Compliance with Applicable Law. All Company Facilities installed or used under color of this Agreement shall be used, constructed and maintained in accordance with applicable federal, state and City laws and regulations, including without limitation environmental laws; provided that this provision shall not be construed to require the Company to modify or retrofit any existing facilities to meet new code standards unless otherwise required by law. Nothing in this Agreement shall constitute a waiver of either party's right to challenge any portion of this Agreement which is not in accordance with applicable federal, state and local laws.

3.10 Location to Minimize Interference. All Company Facilities shall be reasonably located so as to cause minimum interference with the use of the Right-of-Way by others, and so as to cause minimum interference with the rights of the owners of property which abuts any portion of the Right-of-Way.

3.11 Repair Damage. If during the course of work on Company Facilities, the Company causes damage to or alters any portion of the Right-of-Way, or any City facilities or other public property or facilities, the Company shall (at its own cost and expense and in a manner approved by the City Representative), replace and restore such portion of the Right-of-Way or any City

facilities or other public or private property or facilities, in accordance with applicable City ordinances, policies and regulations relating to repair work of similar character.

3.12 Guarantee of Repairs. For a period of three years following the completion of any work in the Right-of-Way or any repair work performed pursuant to Section 3.11, the Company shall maintain, repair, and keep in good condition those portions of the Right-of-Way or property or facilities restored, repaired or replaced, to the reasonable satisfaction of the City Engineer.

3.13 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices in accordance with applicable safety regulations or standards imposed by law.

3.14 Landscaping. The Company shall maintain the general appearance of any of its buildings located within the City in a manner consistent with the surrounding properties, and the appearance of Company Facilities in a manner consistent with best industry practice. Such obligation to maintain the appearance of property shall include but not be limited to the landscaping of front yards and parkways in residential zones; the installation of curb, gutter, sidewalk and parkway landscaping in those areas where similar improvements have been, or are being, installed on contiguous properties; and the screening of such property directly abutting a public street or abutting residential property with appropriate landscaping or screening material as required by the City's Planning Commission.

3.15 Inspection by the City. The Company Facilities shall be subject to inspection by the City to the extent reasonably necessary to assure compliance by the Company with the terms of this Agreement. The City shall inspect Company Facilities at reasonable times and upon reasonable notice to the Company; provided, however, the inspection shall not interrupt or interfere with any services provided by the Company.

3.16 Company's Duty to Remove Company Facilities from the Right-of-Way.

(a) Subject to subsection (c) below, the Company shall promptly remove from the Right-of-Way all or any part of the Company Facilities, when one or more of the following conditions occur:

(i) The Company ceases to operate such Company Facilities for a continuous period of twelve (12) months, except when the cessation of service is a direct result of a natural or man-made disaster;

(ii) The construction or installation of such Company Facilities does not meet the requirements of this Agreement; or

(iii) The Franchise is terminated or revoked pursuant to notice as provided herein.

(b) Upon receipt by the Company of written notice from the City setting forth one or more of the occurrences specified in subsection (a) above, the Company shall have ninety (90)

days from the date upon which said notice is received to remove such Company Facilities, or, in the case of subsection (a), to begin operating the Company Facilities.

(c) The Company may abandon any underground Company Facilities in place, subject to the reasonable requirements of the City, and with the prior written consent of the City, which may be granted or withheld in the City's sole and absolute discretion. In such an event, the abandoned system shall become the property of the City and the Company shall have no further responsibilities or obligations concerning those facilities. The City shall not use the possibility of obtaining ownership of the abandoned system as a rationale for terminating or revoking this Agreement.

3.17 Operational Reports. During the period of construction of any Company Facilities, the Company shall furnish the City with written progress reports indicating in detail the area of construction. Such periodic reports shall be furnished at three-month intervals, the first report to be made three (3) months after the construction commencement date.

3.18 Removal of Facilities upon Request. Upon termination of service to any subscriber, the Company shall promptly remove Company Facilities and equipment from the premises of such customer at the written request of such customer, and at no cost to the subscriber, unless the Company's agreement with such subscriber provides otherwise. Notwithstanding the foregoing, as long as regulations of the Utah Public Service Commission govern the removal of Company Facilities, and the Company is in compliance with such regulations, this Section 3.18 shall not apply.

#### ARTICLE IV CITY USE RIGHTS

4.1 City Use of Poles and Overhead Structures. The City shall have the right, without cost, to use all poles and suitable overhead structures owned by the Company within the City for fire alarms, police signal systems, or any other lawful use; provided, however, any said uses by the City shall be for activities owned, operated or exclusively used by the City for any public purposes and shall not include the provision of telecommunication services to third parties.

4.2 Use of Trenches. Whenever the Company proposes to install new underground conduits or replace existing underground conduits within or under the Right-of-Way, it shall notify the City Representative as soon as practical and shall allow the City, at its own expense, and without charge to the Company, to use any such trench opened by the Company to lay the City's facilities therein; provided, that such action will not unreasonably interfere with Company Facilities or delay the accomplishment of the Company's project; and provided further that the Company may require the City to agree to reasonable terms and conditions of such use.

4.3 Use of Company Corridors. The City may identify corridors which the Company now or in the future owns in fee within the City and which are similar in nature to transmission corridors of electric utility companies. The City may identify portions of such corridors, if any, as being desirable locations for public parks, playgrounds or recreation areas. In such event, and upon notice by the City, the Company shall negotiate with the City in good faith to reach an agreement

providing for such uses by the City; provided that such use shall not be allowed where the Company in good faith believes such use would interfere with the Company's use of the corridor or materially prejudice its interests in safety. The Company shall assume no liability nor shall it incur, directly or indirectly any additional expense in connection therewith.

4.4 Limitation on Use Rights. Nothing in this Article 4 shall be construed to require the Company to increase pole capacity or trench size, alter the manner in which the Company attaches equipment to the poles or installs facilities, or alter the manner in which it operates and maintains its equipment. The City may attach to or otherwise utilize Company Facilities only after written approval by the Company. Such approval may include requirements regarding maintenance of such City facilities, either to be done for a reasonable fee by the Company or by a qualified party who shall fully indemnify and hold the Company harmless from any liability and whose service would not materially prejudice the Company's interests in safety and insulation from liability.

## ARTICLE V POLICE POWER

The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances, rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its residents and their properties. This Agreement is subordinate to City's exercise of its police power.

## ARTICLE VI CITY REPRESENTATIVE

6.1 City Representative. Except as provided hereinafter, the City Engineer, or his/her designee, or such other person as the Mayor may designate from time to time (which designation shall be communicated to the Company in writing), is hereby designated the official of the City having full power and authority, along with a representative of the City Attorney's Office, to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Agreement and to investigate any alleged violations or failures of the Company to comply with said provisions or to adequately and fully discharge its responsibilities and obligations hereunder. The City Engineer or such other designee is referred to herein as the City Representative. The failure or omission of the City Representative to so act shall not constitute a waiver or estoppel. The City Representative shall be the Company's initial point of contact with the City. Unless specifically provided otherwise, all decisions, consents or approvals required of the "City" shall be made or given by the City through the City Representative. The City Representative shall coordinate with other City officials, personnel and departments in all matters relating to this Agreement.

6.2 Company Duty to Cooperate. In order to facilitate such duties of the City Representative, the Company agrees:

- (a) To allow the City Representative to inspect Company Facilities in accordance with

Section 3.15.

(b) That the City Representative may convey to the Company, and, with notice to the Company in accordance with this Agreement, to the Federal Communications Commission, the Utah Public Service Commission and any other regulatory agency having jurisdiction, any complaint of any customer of the Company within the City with respect to the quality and price of telecommunication services and the appropriate standards thereof; provided, however, that City Representative's failure to provide any such notice to the Company shall not constitute a breach of this Agreement.

(c) To submit to the City Representative a letter advising the City of any application by the Company which, if approved, would materially affect the Franchise Fee. A copy of such letter shall also be submitted to the City Attorney.

ARTICLE VII  
COMPANY SERVICE TO CITY

If the City elects to purchase capacity or telecommunications services from the Company for municipal uses, the Company agrees to extend such services and capacity to City facilities identified by the City, without requiring advance payments from the City. The City agrees that extension of service to City facilities may be conditioned by the Company on the payment by the City of all costs incurred by the Company in connection with such extension of services and typically charged by the Company to the customer. The provisions of this Article shall not be construed as requiring the Company to extend its facilities until such time as the Company, in its judgment, deems such extension to be technically and economically feasible, and in no event shall the City's request delay the Company's construction.

ARTICLE VIII  
CONTINUATION OF SERVICE

In the event the Company is or becomes the exclusive local exchange carrier providing basic telephone exchange services within the City, the removal of Company Facilities, and the discontinuation of telecommunication services by the Company within the City, shall be subject to applicable regulations and procedures of the Public Service Commission, or any successor regulatory body and, in the event the Utah Public Service Commission or such successor regulatory body no longer regulates local exchange carriers providing basic telephone exchange services within the City, such removal of facilities and discontinuation of services shall be subject to the applicable regulations and procedures of any public body (including the City) then regulating such carriers.

ARTICLE IX  
TRANSFER OF FRANCHISE

(a) The Company shall not sell, transfer, lease, assign, sublet or otherwise make available to any person or entity other than the Company, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, the Franchise or any

rights or privileges under this Agreement (each, a “Transfer”), to Proposed Transferee, without the prior written consent of the City. The following events (by way of illustration and not limitation) shall be deemed to be a Transfer of the Franchise requiring compliance with this Article: (i) the sale, assignment or other transfer of all or a majority of the Company’s assets to another Person; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in the Company by one or more of its existing shareholders, partners, members or other equity owners, so as to create a new Controlling Interest in the Company; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by the Company so as to create a new Controlling Interest in the Company; or (iv) the entry by the Company into an agreement with respect to the management or operation of the Company or its facilities (including the Company Facilities).

(b) The consent required shall be given or denied by the City not later than one-hundred twenty (120) days following receipt by the City of a written request for consent, and shall not be unreasonably withheld. For the purpose of determining whether it shall grant its consent, the City may inquire into the qualifications of the Proposed Transferee, and the Company shall assist the City in the inquiry. City may condition or deny its consent based on any or a combination of the following or similar criteria. The Proposed Transferee shall indicate by affidavit whether it:

(i) has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(ii) has ever had a judgment entered against it in an action for fraud, deceit, or misrepresentation by any court of competent jurisdiction;

(iii) has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a system similar to the Company Facilities, except that any such claims, suits or proceedings relating to insurance claims, theft or service, or employment matters need not be disclosed;

(iv) is financially solvent, by submitting financial data, including financial statements, that have been audited by a certified public accountant, along with any other data that the City may reasonably require;

(v) has the financial and technical capability to enable it to maintain and operate the Company Facilities for the remaining term of this Agreement; and

(vi) the use of the Company Facilities and Right of Way by the Proposed Transferee are consistent with the uses by the Company permitted under this Agreement.

The Company shall provide to the City information regarding any failure by the Company to comply with any provision of this Agreement or of any applicable customer or consumer service standards promulgated or in effect in the City’s jurisdiction at any point during the term of this Agreement.



(c) Notwithstanding the foregoing, the City's consent shall not be required in connection with the following circumstances, provided that Company is not released from the obligations under this Agreement and such transferee assumes this Agreement and agrees in writing to comply with the terms and conditions of this Agreement:

(i) The intracorporate transfer from one wholly-owned subsidiary to another wholly-owned subsidiary of a parent corporation;

(ii) Any transfer in trust, a mortgage, or other instrument of hypothecation of the assets of the Company, in whole or in part, to secure an indebtedness, provided that such pledge of the assets of the Company shall not impair or mitigate the Company's responsibility and capability to meet all its obligations under this Agreement, and provided further that such Proposed Transferee subordinates to this Agreement;

(iii) Any sale or other transfer by the Company of worn out or obsolete equipment or property no longer required by the Company in connection with its operations in the normal course of business; or

(iv) interconnection or use agreements pursuant to which the Company Facilities may be used by another entity providing telecommunication services within the City, provided that any such other entity has obtained a franchise from the City, and further provided that such interconnection or use agreement is subordinate to this Agreement.

(d) Transfer by the Company shall not constitute a waiver or release of any rights of the City in or to its Right-of-Way and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

(e) A sale, transfer or assignment of this Agreement will only be effective upon the Proposed Transferee becoming a signatory to this Agreement by executing an unconditional acceptance of this Agreement.

(f) For purposes of this Article IX, the following terms shall have the following meanings:

(i) "Control" or "Controlling Interest" means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the Company Facilities or of the Company. A rebuttable presumption of the existence of Control or a Controlling Interest shall arise from the beneficial ownership, directly, by any person, or group of persons or entities acting in concert, of more than fifty percent (50%) of the Company. "Control" or "Controlling Interest" as used herein may be held simultaneously by more than one Person.

(ii) "Person" means any individual, sole proprietorship, partnership, association or corporation, or any other form of organization, and includes any natural person.

(iii) “Proposed Transferee” means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of the Company.

## ARTICLE X

### EARLY TERMINATION OR REVOCATION OF FRANCHISE

10.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to make timely payments of the Franchise Fee as required under Article II of this Agreement, or any other fee due to the City under the terms of this Agreement, and does not correct such failure within twenty (20) business days after receipt of written notice by the City of such failure.

(b) The Company, by act or omission, violates a material term or condition herein set forth within the Company’s control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may after public hearing, determine that such failure is of a material nature and thereupon, after written notice given to the Company of such determination, the Company shall, within thirty (30) days of such notice, commence efforts to remedy the conditions identified in the notice, and shall have six (6) months from the date it receives notice to remedy the conditions. After the expiration of such six (6) month period and upon failure by the Company to correct such conditions, the City may declare the Franchise forfeited and this Agreement terminated, and thereupon the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further that in the event such failure is of such nature that it cannot be reasonably corrected within the six (6) month period above, the City shall provide additional time for the reasonable correction of such alleged failure if the Company (i) commences corrective action during such six (6) month period, and (ii) diligently pursues such corrective action to completion.

(c) The Company becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities are sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a member of the Board of Directors or an officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City, that is fraudulent or in violation of a felony criminal statute of the State of Utah.

(e) Company abandons use of all Company Facilities for 12 consecutive months.

10.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

ARTICLE XI  
COMPANY INDEMNIFICATION; INSURANCE

11.1 No City Liability. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur in the construction, operation or maintenance by the Company of the Company Facilities. City will be liable only for its own conduct, subject to and without waiving any defenses, including limitation of damages, provided for in the Utah Governmental Immunity Act (Utah Code §§ 63G-7-101 *et seq.*) or successor provision. Company agrees that the Rights-of-Way are delivered in an “AS IS, WHERE IS” condition and City makes no representation or warranty regarding their condition, and disclaims all express and implied warranties.

11.2 Company Indemnification of City. Company shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorneys’ fees, arising out of Company’s intentional, reckless, or negligent performance hereunder or under the Ordinance. Company’s duty to defend City shall exist regardless of whether City or Company may ultimately be found to be liable for anyone’s negligence or other conduct. If City’s tender of defense, based upon this indemnity provision, is rejected by Company, and Company is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Company shall pay City’s reasonable costs, expenses, and attorneys’ fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Company to indemnify the indemnitee against the indemnitees’ own negligence. The provisions of this section 11.2 shall survive the termination of this Agreement.

11.3 Notice of Indemnification. City shall (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the City seeks indemnification hereunder and (b) unless in the City’s judgment a conflict of interest may exist between the City and the Company with respect to such claim, demand or lien, permit the Company to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent act or failure to act of the City or any of its officers or employees.

11.4 Insurance.

(a) The Company, at its own cost and expense, shall secure and maintain, and shall ensure that any subcontractor to the Company shall secure and maintain, during the term of this Agreement the following policies of insurance:

(i) Commercial General Liability Insurance. Commercial general liability insurance with the City as an additional insured on a primary and non-contributing bases

in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general aggregate and \$3,000,000 products completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the City and Company from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Company's operations under this Agreement. Such insurance shall provide coverage for premises operations, products, and completed operations. The Company shall require its contractors to maintain the insurance required by this subsection with the City included as an additional insured on liability policies.

(ii) Commercial Automobile Liability Insurance. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, used in connection with this Agreement in the minimum amount of with a combined single limit of \$2,000,000 per occurrence. These limits can be covered either under a commercial automobile liability insurance policy alone, or a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Company shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

(iii) Workers' Compensation and Employer's Liability. Worker's compensation and employer's liability insurance sufficient to cover all of the Company's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, the Company shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(b) General Insurance Requirements.

(i) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (A) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (B) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

(ii) All policies of insurance shall be issued by insurance companies authorized to do business in the state of Utah and either:

(A) Currently rated A- or better by A.M. Best Company; *and*

—OR—

(B) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(iii) The Company shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(iv) In the event any work is subcontracted, the Company shall require its subcontractor, at no cost to the City, to secure and maintain substantially the same coverage with substantially the same limits as required of the Company hereunder.

(v) Company shall provide the City with thirty (30) days' prior written notice of cancellation to the City or 10 days' prior written notice for cancellation due to non-payment of premiums, if such policy is not replaced prior to the cancellation of the original policy with a policy meeting the minimum requirements hereunder. Company shall also provide City with evidence of such replacement policy.

## ARTICLE XII REMEDIES

12.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed and neither will take any action for the purpose of securing modification of this Agreement before either the Public Service Commission or any court of competent jurisdiction; provided, however, that neither Party shall be precluded from taking any action it deems necessary to resolve differences in interpretation of this Agreement.

12.2 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the Party that is not in default may exercise any remedies available to it provided by law; however, no remedy that would have the effect of amending the provisions of this Agreement shall become effective without a formal amendment of this Agreement.

## ARTICLE XIII NOTICES

Any notice(s) required or permitted to be given pursuant to this Agreement may be personally served or may be served by certified mail, return receipt requested, to the following addressees:

City:

Salt Lake City Corporation  
c/o Real Estate Services  
451 South State St., Room 425  
PO Box 145460  
Salt Lake City, Utah 84114-5460

Company:

T-Mobile West LLC  
Attn: Market Manager / SLC FA  
121 West Election Road  
Suite 330  
Draper, Utah 84020

with a copy to:

Salt Lake City Corporation  
City Attorney Office  
451 South State Street, Room 505A  
P.O. Box 145478  
Salt Lake City, Utah 84114-5478

and (b) such other offices as the City may  
designate by written notice to the Company.

ARTICLE XIV  
AMENDMENT

14.1 Changing Conditions; Duty to Negotiate. (a) The Company and the City recognize that many aspects of the telecommunications business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities, and that these activities may ultimately result in fundamental changes in the way the Company conducts its business. In recognition of the present state of uncertainty respecting these matters, the Company and the City each agree, at the request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

(b) Either party may propose amendments to this Agreement by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s).

14.2 Amendment Approval Required. No amendment or amendments to this Agreement shall be effective until mutually agreed upon by the City and the Company and an ordinance or resolution approving such amendments is approved by the City Council.

ARTICLE XV  
MISCELLANEOUS

15.1 Conditions. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof or thereof, all of which will remain in full force and effect for the term of this Agreement and the Ordinance or any renewal or renewals thereof, except for Article II hereof.

15.2 No Waiver or Estoppel. Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any of such terms and conditions.

15.3 Fee Article Essential. (a) Article II hereof is essential to the adoption of this Agreement. The Company shall not initiate, sponsor or support any litigation that seeks to invalidate the Franchise Fee provisions contained in Article II hereof, or to reduce the amount of the Franchise Fee payable hereunder. In the event the Franchise Fee provisions hereof are determined to be illegal, invalid, unconstitutional, or are superseded by legislation, in whole or in part, this entire Agreement and the Franchise shall, to the fullest extent not prohibited by law, and subject to the following provisions of this Article, be voided and terminated. Such termination shall be effective as of the date of a final appealable order, or the effective date of any such legislation, unless otherwise agreed by the City and the Company.

15.4 Waiver of Non-Severability. Notwithstanding the foregoing, if City stipulates in writing to judicial, administrative or regulatory action that seeks a determination that Article II is invalid, illegal, superseded or unconstitutional, then a determination that Article II is invalid, illegal, unconstitutional or superseded shall have no effect on the validity or effectiveness of any other section, sentence, paragraph term or provision of this Agreement, which shall remain in full force and effect.

15.5 Lease Terms upon Termination. In the event this Agreement is terminated pursuant to Section 10.1 hereof, the City grants to the Company a lease according to the same terms and conditions as set forth in this Agreement. Accordingly, the Company shall pay, as fair market rental value, the same amounts, at the same times, required for the payment of the Franchise Fee pursuant to Article II hereof, and shall be bound by all other terms and conditions contained herein; provided, however, that in no event will the Company be obligated to pay a higher percentage of gross receipts than is paid by other similarly situated franchisees serving within the City.

15.6 Parity among Providers. The City and Company mutually agree that Company will at all times be treated, regarding fees assessed and charges and all other franchise rights and

privileges hereunder, on parity with other telecommunications providers.

15.7 Utah Governmental Records Management Act. Whenever the Company is required to deliver to the City, or make available to the City for inspection, any records of the Company, and such records are delivered to or made available to the City with a written claim of business confidentiality which meets, in the judgment of the City Representative, the requirements of the Utah Governmental Records Management Act (“GRAMA”), such records shall be classified by the City as “protected” within the meaning of GRAMA, and shall not be disclosed by the City except as may otherwise be required by GRAMA, by court order, or by applicable City ordinance or policy.

15.8 Timeliness of Approvals. Whenever either party is required by the terms of this Agreement to request the approval or consent of the other party, such request shall be acted upon at the earliest reasonable convenience of the party receiving the request, and the approval or consent so requested shall not be unreasonably denied or withheld.

15.9 Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The Company represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

15.10 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

15.11 Entire Agreement. This Agreement contains all of the agreements of the parties with respect to any matter addressed in this Agreement, and supersedes all prior discussions, agreements or understandings pertaining to any such matters for all purposes.

15.12 Authority. Each individual executing this Agreement on behalf of the City and Company represents and warrant that such individual is duly authorized to execute and deliver this Agreement on behalf of the City or Company (as applicable).



WITNESS WHEREOF, this Franchise Agreement is executed in duplicate originals as of the day and year first above written.

**SALT LAKE CITY CORPORATION**, a  
Utah municipal corporation

\_\_\_\_\_  
Jacqueline M. Biskupski, Mayor

Date: \_\_\_\_\_

Attest and Countersign:

\_\_\_\_\_  
City Recorder

Date of Recordation: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Kimberly K. Chytraus  
Senior City Attorney

**T-Mobile West LLC**, a Delaware limited liability company

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_)

:ss

County of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me \_\_\_\_\_, who, being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that the foregoing instrument was signed on behalf of said company and said person acknowledged to me that he/she is authorized to execute such instrument on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC, residing in \_\_\_\_\_ County,

My Commission Expires:

\_\_\_\_\_



# MOTION SHEET

CITY COUNCIL *of* SALT LAKE CITY

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**TO:** City Council Members

**FROM:** Kira Luke  
Policy Analyst

**DATE:** June 11, 2019

**RE: MOTION SHEET – Verizon Wireless Master License Agreement for Small Cell  
Installation in the Right-of-Way**

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## **MOTION 1 – ADOPT**

I move that the Council adopt an ordinance granting a Master License Agreement to Verizon Wireless LLC.

## **MOTION 2 – NOT ADOPT**

I move that the Council not adopt the proposed ordinance and proceed to the next agenda item.





# COUNCIL STAFF REPORT

CITY COUNCIL of SALT LAKE CITY

**TO:** City Council Members  
**FROM:** Kira Luke  
Budget & Policy Analyst

**DATE:** June 4, 2019

**RE:** Small Cell Wireless Facilities (SWF) Verizon Master License Agreement (MLA)

Item Schedule:

Briefing: June 4, 2019

Unfinished Business: June 11, 2019

*Note: Public Hearing is not required*

## ISSUE AT-A-GLANCE

Small cell wireless facilities (SWF) add capacity and coverage on a wireless network. This benefits locations with a high density of telecommunication users, such as downtown. SWF are expected to provide part of the infrastructure for fifth-generation wireless technologies ("5G"). Each facility includes an antenna, radio and power meter, and needs connections to power and fiber optic cables. Wireless providers will install SWF on public-right-of-way infrastructure including existing and new monopoles, billboards, street lights, street signs, traffic poles, utility poles and other structures.



The Administration recommends the Council adopt ordinances for Master License Agreements (MLAs) with SWF providers. This process mirrors franchise agreements but is tailored to SWF antenna technology. An MLA is a general grant of permission to use the City's public-right-of-way. After receiving an MLA, a company must submit a permit application for each installation location.

The proposed Master License Agreement is for a term of 10 years with an automatic 10-year extension and allows Verizon to install a network of Wireless Facilities and related structures in the public-right-of-way, subject to applicable permit approvals and design standards. Providers wishing to install fiber optic lines must also hold a franchise agreement with the City. Verizon's franchise agreement was approved in May 2018.

### Budget Impact

A small positive budget impact is expected as a result of a new MLA. The company will pay the City an annual fee equal to \$50 per utility pole, as permitted by State Code. This is in addition to standard permitting fees for associated construction.

## POLICY QUESTIONS

1. **Budget impact:** Most of the City's master license agreements derive from a standard template, which defers the fees set to state code. According to the Administration, they've observed a trend of decreasing revenue from telecommunications franchises. The Council may wish to ask, are there other ways to capture revenue from new technologies? This was mentioned during the FY20 annual budget; Council Members may want to ask the Administration for an update on any conversations that have taken place since.



2. **Digital Inclusion:** The Council may wish to ask if the Administration's forthcoming Digital Inclusion Policy may have a role to inform master license agreements like the one under consideration?

By way of example, in 2016, the City created a cooperation statement with Rocky Mountain Power to affirm mutual interest in progress toward the City's sustainability goals, which in turn informed the 5-year franchise agreement with Rocky Mountain Power. The Council may also wish to ask, has a similar arrangement with internet/telecommunication providers been considered as an avenue to pursue the City's digital equity goals?

3. **Ten-Year Term:** The Council may wish to ask the Administration, is a ten-year term reasonable, or is technology expected to advance in such a way that the agreement should be revisited sooner?

## **ATTACHMENTS**

1. "No Cell Left Behind" Wall Street Journal illustration
2. Small Cell Design Standards
3. Small Cell Administrative Background Information

# NO CELL LEFT BEHIND

Cellular service providers are changing their coverage strategy to fill in gap coverage.

## Current Strategy

Historically, tall towers have been used to provide coverage to several thousand people.

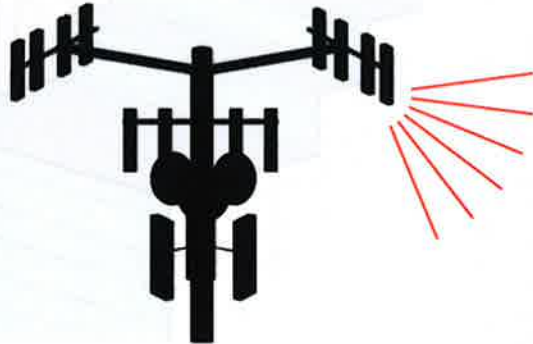
This area could be up to a 3-mile radius.

Towers are typically several hundred feet tall.

They can also be located on rooftops.



Multiple carriers can affix transmitters to these towers, operating on their respective frequencies.



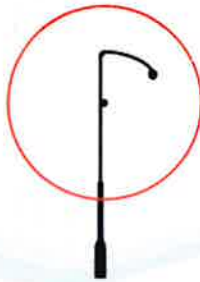
**Shortcomings** - While great for large areas, they can get congested when many people try to stream data simultaneously.

## New Strategy

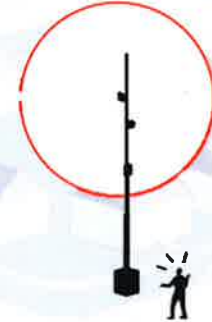
**Outdoors** - Small cells are increasingly being used to fill in gaps and improve capacity. They typically cover a few hundred feet and only about 100 users.

Providers are striking deals with municipalities to attach them to street lamps and utility poles.

They're also being placed atop newly installed poles on municipal land, such as the grass strips between the sidewalk and street. These can be 35 feet to 120 feet tall.



Some of these have been met with public opposition.



**Indoors** - Some small antenna systems are designed to serve dead spots in buildings, serving about 30 people.

This can cover a 10,000 to 20,000 square foot area.

Others are designed to serve concentrated indoor populations such as airports and mall.







# **SALT LAKE CITY** **SMALL CELL INFRASTRUCTURE** **DESIGN STANDARDS**



VERSION SEPT 1, 2018



## **SALT LAKE CITY ENGINEERING**

A Division of Community  
and Neighborhoods

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# **SALT LAKE CITY** **SMALL CELL INFRASTRUCTURE** **DESIGN STANDARDS**

VERSION SEPT 1, 2018

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# 1

# BACKGROUND AND PURPOSE

Pursuant to Utah Chapter 54.21, effective September 1, 2018, wireless service providers and wireless infrastructure providers are permitted to locate small wireless facilities in the public right-of-way. This network of low-powered micro antennas provide cellular and data coverage to supplement the provider's macro-cellular network. New small cell installations will improve the providers' ability to meet current and future consumer cellular and data needs.

These design standards provide design and aesthetic requirements and specifications that all small wireless facilities installed within the ROW must meet prior to installation within Salt Lake City boundaries. Small cells installed within the ROW are bound to these design standards.

Providers shall consider the aesthetics of the existing street lights and other City infrastructure near proposed small cell locations, with special attention given to the details of neighborhoods with unique street light assemblies. Unique assemblies may include mast arms, decorative pole bases, architectural luminaires, mounting heights, pole colors, etc.

## **THERE ARE SEVERAL DIFFERENT SMALL CELL INSTALLATIONS ARE PERMITTED WITHIN SALT LAKE CITY:**

- Attachments to utility poles and utility lines,
- Attachments to traffic signal poles,
- Attachments to streetlights,
- New freestanding installations (monopoles),
- Other attachments including but not limited to street signs, kiosks, etc.

## 1.2 DEFINITIONS

- **City** or **Salt Lake City** means Salt Lake City Corporation.
- **Design Standards** or **Standards** means these design standards adopted by the City.
- **FCC** means the Federal Communications Commission of the United States.
- **Monopole** means a new freestanding pole installation for the primary purpose of supporting a small cell. May also be used for lighting or signage as required by the City.
- **Provider** means a wireless service provider or wireless infrastructure provider.
- **Small cell** means the wireless facilities and equipment as defined in City Code Chapter 14.56.02, or its successor.
- **ROW** means the public way as defined in City Code Chapter 14.56.02.
- **RMP** means Rocky Mountain Power or its successor.
- **RF** means radio frequency.
- **Utility Pole** means, for purposes of these design standards, a utility pole owned by a third party utility company, such as RMP or CenturyLink.

## 2

# GENERAL STANDARDS TABLE

## 2.1 SMALL CELL EQUIPMENT

<b>AESTHETICS</b>	Equipment should match the aesthetics of the pole and surrounding poles.
<b>INTERNAL INSTALLS</b>	Equipment shall be installed within an existing pole when technologically feasible and always on a new pole. Any equipment installed within a pole may not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline.
<b>EXTERNAL SHROUDING</b>	The antenna shall be contained in a cantenna and any other equipment shall be contained in an equipment cabinet, unless the visual impact can otherwise be reduced by its location on the pole.
<b>ELECTRICAL SERVICE</b>	Requirements per RMP.
<b>WIDTH</b>	May not exceed in width the diameter of the pole by more than 3 inches on either side.
<b>SIDEARM (OFF-SET) INSTALLS</b>	If permitted, may not allow the furthest point of the enclosure to extend more than 18 inches from the pole.
<b>CONDUITS</b>	All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.
<b>HARDWARE ATTACHMENT</b>	All hardware attachments should be hidden. Welding onto existing equipment is not permitted.
<b>COLOR</b>	All equipment should be painted to match pole aesthetics. Paint should be powder coated over zinc paint. If a wood pole, the visible attachments and hardware shall be colored gray.

<b>EQUIPMENT CABINET ACCESS DOORS</b>	Lockable access door sized to install, maintain, and remove all small cell equipment as needed shall meet provider's requirements. Utility access shall be per RMP requirements.
<b>CABLES</b>	All cables should be clearly labeled for future identification.
<b>CANTENNAS</b>	<p>Cantenna must be mounted directly on top of the pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and cantenna is required.</p> <p>Cantenna should be maximum of 14 inch diameter.</p>
<b>STICKERS</b>	Any on-pole cabinet and ground mounted utility box should be labeled a (1) RF warning sticker, background to match pole color, no larger than 4 x 6 inches. Facing to the street near the elevation of the antennae, (2) 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number, and (3) No advertising, logos or decals.
<b>LIGHTS</b>	There shall be no lights on the equipment unless required by federal law.
<b>GROUND MOUNTED EQUIPMENT BOX</b>	Must meet and follow existing City ordinances for ground mounted utility boxes and be attached to a concrete foundation.
<b>HEIGHT OF EQUIPMENT ON POLE</b>	The lowest point may not be lower than 8 feet from the grade directly below the equipment enclosure.
<b>POWER METER</b>	As required by RMP and in a location that (1) minimizes its interference with other users of the City's right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the right-of-way, and (2) minimizes its aesthetic impact.

## 2.2 NEW AND REPLACEMENT METAL POLES

POLE STYLE	Round. Pole should match aesthetics of surrounding street lights. Pole extension on traffic signal pole should match the rest of the pole.
POLE CONNECTION	Attachments to the side of a pole must be placed perpendicular to the street away from the vehicular traffic.
COLOR	<p>A pole and pole extension shall be galvanized in accordance with AASHTO M 111.</p> <p>A pole and pole extension shall be painted to match existing street light aesthetics, paint shall be powder coated over zinc paint (Pole shall still be galvanized).</p>
HEIGHT	Any pole with a collocated small cell shall not exceed 50 feet including the equipment. Pole shall be measured from the top of the foundation to the top of the antenna.
DESIGN WIND VELOCITY	All structural components of small cell pole, standard, base, equipment cabinet, couplers, anchor bolts, luminaires, cantenna, and other attachments to be used shall be designed for a minimum of 115 MPH wind velocity, in accordance with AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, TIA-222 rev G and ASC 710 with IBC 2012 (or latest standard), plus amendment for snow loading and other local conditions. Any pole not meeting these requirements may not be used for a small cell attachment, or must be replaced.
CONDUITS	All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.
STICKERS	On each pole, a (1) RF warning sticker, background to match pole color, no larger than 4 x 6 inches. Facing to the street near the elevation of the antennae, (2) 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number , and (3) No advertising, logos or decals.

## 2.3 GENERALLY APPLICABLE REQUIREMENTS

**Any small cell is collocated on a pole must comply with the following requirements:**

- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines, or along secondary property street facing.
- With appropriate clearance from existing utilities.
- Preferably equidistant from adjacent poles.
- In a single family neighborhood, noise limit to be 5dBA above ambient sound, not to exceed 30 dBA as measured at a property line. Other noise regulations may apply. If the facility does not generate noise, include this information in the submittal so information can be shared with neighborhood.
- Providers shall consider the aesthetics of existing street lights and street furniture in the neighborhood of the proposed small cell locations.
- These aesthetic considerations and accommodations are to be included in the application submittal.
- All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interferes with the operation and maintenance of signal lights, signage, street lights, street furniture, fire hydrants, or business district maintenance.
- Minimize impact to the aesthetics of the existing poles.
- New poles should match aesthetics of adjacent poles.

### **LOCATION PREFERENCES:**

- On-strand attached to a utility pole
- Attachments to utility poles
- Attachment to plain wood or metal street lights
- Installation of monopoles
- Attachment to traffic signal poles
- Attachment to enhanced service area street lights



## SMALL CELL EQUIPMENT SHALL BE MOUNTED ON OR HIDDEN INSIDE THE POLE AS FOLLOWS:

- Antenna: Inside a cantenna.
- Monopoles: all equipment inside monopole in base cabinet.
- Utility poles and wood poles: All equipment located on poles if allowed by pole owner, and anything not on the pole to be located in a ground mounted utility box. Fiber in conduits flush with pole.
- Traffic signal poles: All equipment in ground mounted utility box. Fiber inside pole in a conduit (if conduit is not available, pole cannot be used).
- New / replacement metal street light poles: all equipment inside pole in round base cabinet.
- Decorative street lights – replace with equipment inside pole Reusable deviations from these standards shall be approved by Salt Lake City prior to installation.
- Enhanced service area street lights – Replace existing street light with matching street light and all equipment inside pole
- Deviations from this guide may be approved if reasonable on a case-by-case basis by Salt Lake City prior to installation.
- The specifications provided in this chapter are for single carrier with single technology installations within the ROW only. Dual carrier, dual technology installations, or small cell locations not in the public ROW may vary from these guidelines with Salt Lake City approval.
- Placed so as not to interfere with normal operation and maintenance of street light or other street appurtenances.
- Radiation certified to be at safe levels by A non-ionizing radiation electromagnetic radiation report (NIER) shall be submitted to the pole owner and retained on file for equipment type and model.
- The NIER report shall be endorsed by Qualified professional. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
- City workers and contractors to have ability to easily shut off radio signals and power while working on pole. (And we have the right to turn off or disconnect for necessary operations).

- Attachments to a pole or any new or replacement pole should have a smooth transition between the small cell and the pole and (except for the top of a cantenna) shall not have any flat surface of more than 1.5 inches to prevent creation of a ledge.
- New small cell facility must be encased in a separate conduit than any City electronics

### POWER AND GROUND MOUNTED UTILITY BOXES

- Back up batteries must be in a ground mounted utility box, or underground where possible.
- A separate meter and disconnect is required for both the power and the cell signal that can be accessed and operated by street lighting maintenance personnel.
- Must have metered power.

### STANDARDS FOR SMALL CELL FACILITIES WITHIN A LOCAL HISTORIC DISTRICT OR ADJACENT TO A LOCAL LANDMARK SITE.

In order to maintain the character of a historic district or conservation district, each as contemplated in Chapter 21A of this code, all wireless facilities and new structures in a historic district or a character conservation district must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts. The placement of small wireless facilities on existing structures or new poles shall be subject to the following:

- Installation of small cell facilities within a local historic district or adjacent to a local landmark site shall require a Certificate of Appropriateness subject to the procedures and standards found in 21A.34.020. Such an installation may be considered for an administrative approval as a minor alteration.
- New and replacement structures must be of monopole design; lattice structures and wooden structures will not be permitted.
- Small cell facilities shall not be installed on existing or new poles located in front of a building designated as a local landmark.
- The design of wireless facilities and related new structures must be integrated with existing buildings, structures and landscaping, including considerations of height, color, style, placement, design and shape.

**Also see Technical Specifications in Section 8.**

# 3

## ATTACHMENTS TO THIRD PARTY UTILITY POLES



### 3.1 PURPOSE

This chapter of the standards for attachment of a small cell facility to a third party pole. A small cell attachment will conform to pole owner's attachment standards.

### 3.2 STANDARDS

Any attachment to a utility pole or utility line must first be approved by the owner of the utility pole. This includes attachment of overhead fiber and on-strand attachments proposed to attach to a utility pole. These standards apply whether attachment is to an existing utility pole, or if the owner requires installation of a replacement pole. A new utility pole installed for the purpose of attaching a small cell is not permitted but would be treated as a monopole.

# 4

## ATTACHMENTS TO TRAFFIC SIGNAL POLES



### 4.1 PURPOSE

This chapter of the standards governs attachment of a small cell to the top of an unused traffic signal upright pole. A small cell may not be placed on a traffic signal upright pole where there is a luminaire attached.

### 4.2 STANDARDS

All provider equipment other than the antenna shall be housed inside a ground mounted utility box or hidden within the cantenna. The antenna may only be attached to the top of the upright pole. No provider equipment shall be strapped to the outside of the signal pole or on a side arm extension.

#### **No physical, electrical, or radio interference by the small cell with the traffic signal:**

The provider needs to provide analysis that the proposed small cell shall not cause any interference with City public safety radio system, traffic signal, emergency signal control devices, radio read water meters, “smart” street lights, future “smart city” applications, other city communications components, or any other unforeseen interferences.

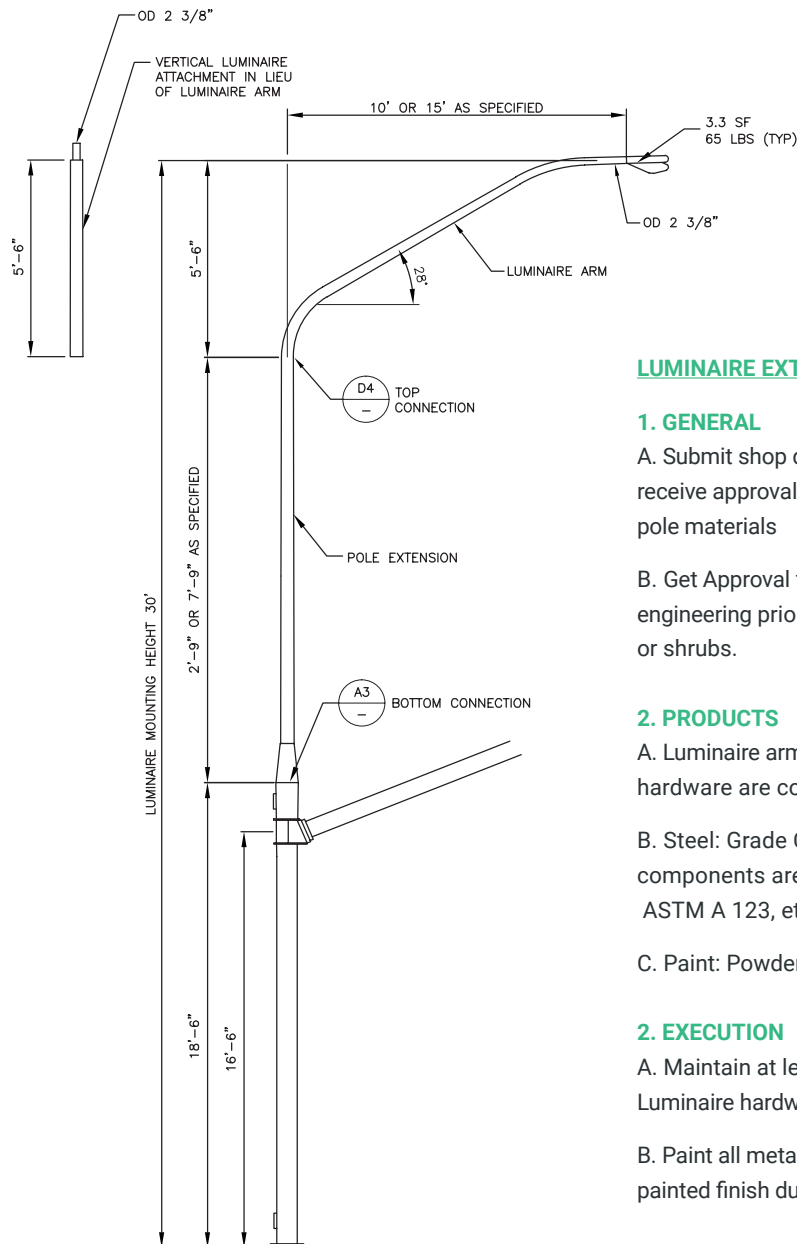
**Figure 4-1: Small Cell Assembly on a Traffic Signal**

Placeholder for Traffic Signal Diagram

## 4.3 PLACEMENT REQUIREMENTS

- Located on existing traffic signal upright pole

**Figure 4-2: Traffic Signal with Luminaire light extension**  
(Luminaire to be replaced by small cell installation)



### LUMINAIRE EXTENSION

#### 1. GENERAL

A. Submit shop drawing to engineer and receive approval prior to ordering signal pole materials

B. Get Approval from city forester and engineering prior to trimming any trees or shrubs.

#### 2. PRODUCTS

A. Luminaire arm or extensions and related hardware are contractor furnished items.

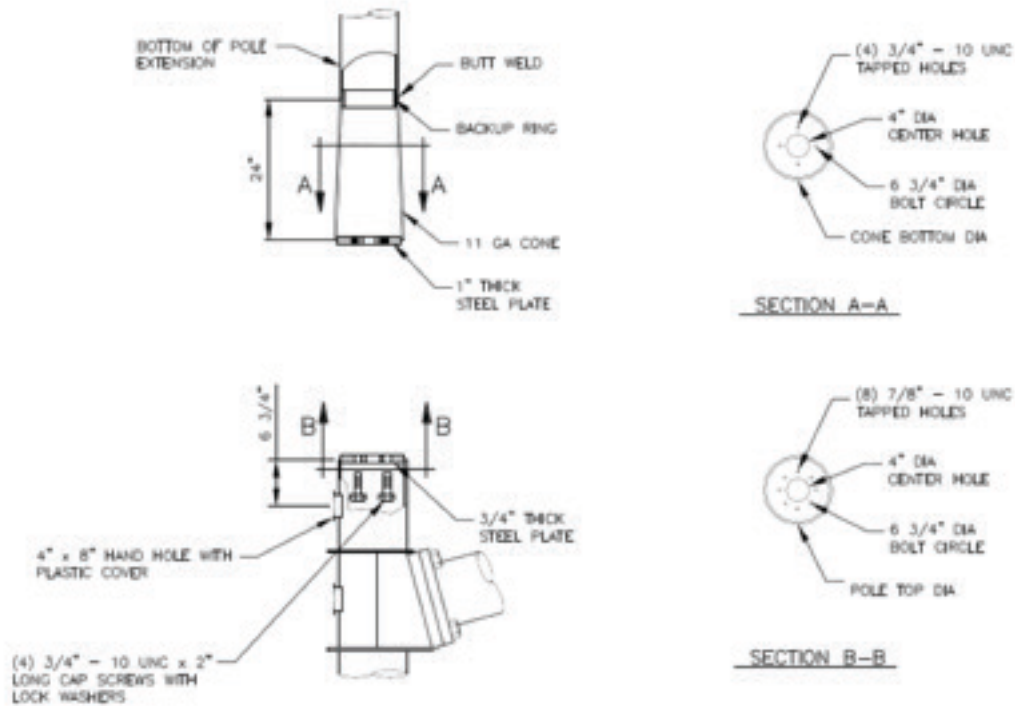
B. Steel: Grade C, ASTM C 570 all steel components are hot-dipped galvanized, ASTM A 123, etched, and painted black.

C. Paint: Powder coat gloss black.

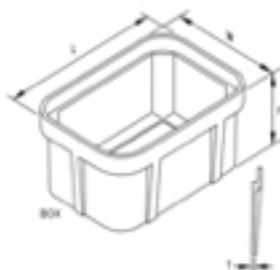
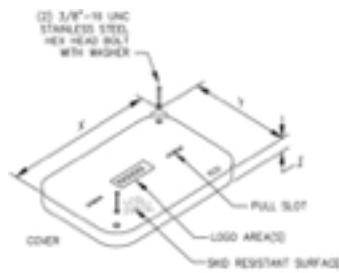
#### 2. EXECUTION

A. Maintain at least 10' clearance from all Luminaire hardware to overhead power lines.

B. Paint all metal components. Do not damage painted finish during transport and placement.

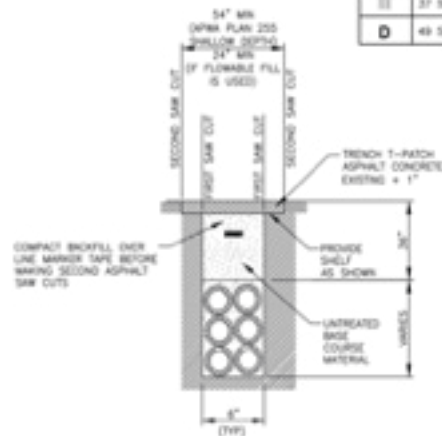


A3 BOTTOM CONNECTION  
SCALE: NTS

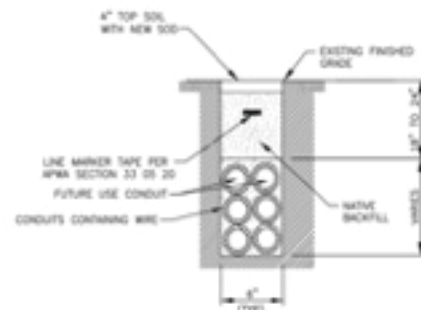


**A4** JUNCTION BOX AND LID DIMENSIONS  
SCALE: NTS

TYPE	L	W	H	T	X	Y	Z	TER
I	26 1/4	13 3/8	24	1 1/2	16 1/8	11 1/4	1 3/8	22
II	32 1/4	19 1/4	24	1 1/4	30 1/2	17 1/2	2	22
III	37 5/8	26	24	2	35 5/8	24	3	22
D	49 5/8	32 1/8	24	2	47 5/8	30 1/8	3	22



**A3** ROADWAY TRENCH DETAIL  
SCALE: 4/8"



A1 LANDSCAPE TRENCH DETAIL  
SCALE: 1/8"



# 5

## ATTACHMENTS TO STREET LIGHTS



### 5.1 PURPOSE

This chapter governs small cell attachments to a street light. Three different types of small cell installations are permitted on street lights, including:

- Collocating small cell equipment on plain (non-decorative) wood or metal street light poles.
- Replacing an existing or adding a new wood or metal street light pole so that small cell equipment can be attached.
- Collocating on enhanced service area street light poles.

### 5.2 STANDARDS

All provider equipment shall be housed internal to the equipment cabinet or hidden behind the antenna. No provider equipment shall be strapped to the outside of the pole.

On an existing pole, the equipment excluding the antenna shall be shrouded in an equipment cabinet if on the pole, otherwise shielded from view (for example, behind a sign), hidden within the antenna, or contained in a ground mounted utility box.

On a new street light, the provider may house the equipment inside the pole structure in an equipment cabinet at the base of the upper pole.



A base equipment shall be round with a preferred diameter of a base cabinet 16- inch with a maximum 20- inch diameter.

The meter shall be contained in a ground mounted utility box, unless permitted to be inside an equipment cabinet as approved by RMP.

New street lights or replacement street lights shall comply with the City Street Lighting Master Plan, which provides guidance on luminaire design aesthetics, lighting level criteria, typical street light spacing, and street light details.

- All equipment height shall be above the ground at least 8 feet. If the small cell equipment orients toward the street, the attachment shall be installed no less than 16 feet above the ground.
- Equipment should be oriented away from the street.
- The size of small cells should be minimized as possible to minimize visual impact without interfering with the small cell operation.
- Equipment may not block visibility of street light banners.

An example of an unacceptable small cell installation, and acceptable installation can be found in [Figures 5-1](#) and [5-2](#).

**Figure 5-1: Unacceptable**



Conduit, mounting bracket, and other hardware must be hidden from view

Cantenna must include a smooth transition between upper pole and cantenna attachment

Upper pole shall be smooth and straight, with 1.5- inch (max.) of flat surface where mounted to the equipment cabinet

Equipment cabinet must be round. 16- inch diameter is preferred, 20- inch diameter max.

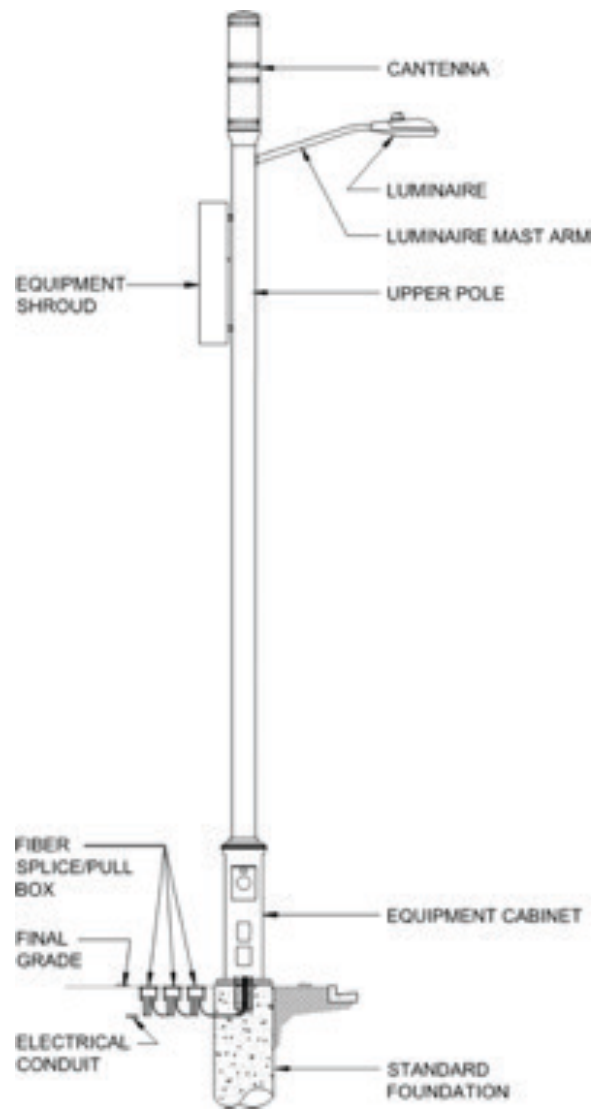
**Figure 5-2: Acceptable**



- Attachments to an enhanced service area light pole cannot change overall character of light or proportion of the luminaires with the placement of a cantenna. The lighting level of service cannot be decreased.
- All new luminaires shall be the same height as adjacent street lights.
- City may require a new street light in lieu of a monopole.
- Wood poles only allowed by approval in areas that are predominately wood or when replacing an existing wood pole.

**Figure 5-3: Attachment to Wooden Street Light Pole**

Figure 5-4: Combination Street Light Pole with Antenna and Equipment Shroud



# 6

## INSTALLATION OF MONOPOLES



### 6.1 PURPOSE

This chapter of the Standards is to be used when installing a freestanding small cell installation, referred to as a monopole..

### 6.2 STANDARDS

All small cell carrier equipment excluding the antenna shall be housed internal to an equipment cabinet at the base of the pole or hidden behind the cantenna. No provider equipment shall be strapped to the outside of the monopole.

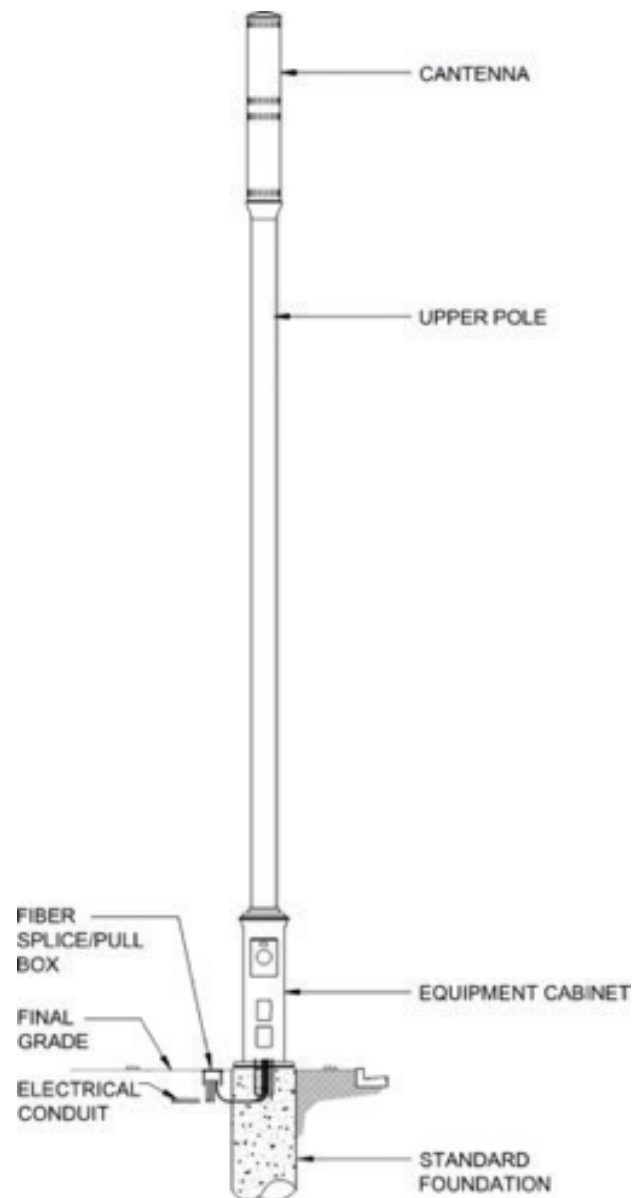
- Monopoles to coordinate with neighborhood pole style and material type.
- New monopoles must be metal (aluminum or steel).
- Ownership of monopoles is to remain with the provider. City reserves the right to attach any sign (such as a no parking sign) on the monopole.
- At least 15% of the pole design structural capacity shall be reserved for future City installations.
- All new poles must have appropriate clearance from existing utilities.

**Figure 6-1: Unacceptable Monopole Installation**

**Figure 6-2: Acceptable Monopole Installation**

Freestanding small cell pole components include the foundation, equipment cabinet, upper pole, antenna, and all hardware and electrical equipment necessary for a complete assembly, as shown in [Figure 6-3](#)

**Figure 6-3: Monopole**



## 6.3 PLACEMENT REQUIREMENTS

All monopoles shall be privately owned and must be permitted by Salt Lake City engineering via the ROW Permit Requirements as outlined in the Master License Agreement.

- Preferred location for new pole is generally on property line to avoid interference with building face, views, business signage, pedestrian flow, etc.
- In a manner that does not impede, obstruct, or hinder pedestrian or vehicular travel.
- So as not to be located along the frontage of a Historic building, deemed historic on a federal, state, or local level.
- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines, or along secondary property street facing.
- Within the street amenity zone whenever possible.
- In alignment with existing trees, utility poles, and street lights.
- Equal distance between trees and other poles when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
- With appropriate clearance from existing utilities.
- Outside of the 20-foot equipment clear zone (for base cabinets less than 18-inches in diameter) or 30-foot clear sight triangle (for base cabinets equal to or greater than 18-inches in diameter) at intersection corners as shown in Figure 6-7.
- 10 feet away from the triangle extension of an alley way flare.
- Shall not be located within 100 feet of the apron of a fire station or other adjacent emergency service facility.

## STANDARDS FOR MONOPOLES RESIDENTIAL STREETS LESS THAN 60 FEET WIDE:

Residential zones: A wireless provider may not install a new utility pole in a public way adjacent to a residential zone, if the curb to curb measurement of the street is 60 feet wide or less as depicted on the official plat records or other measurement provided with the application, unless the City has given prior written consent based on evidence provided that demonstrates:

- There is insufficient wireless service to meet the demand in the immediate vicinity.
- There are no other feasible options to provide adequate service along the residential street.
- Preferred to be between curb and sidewalk in park strip. If no park strip is available, consider a corner installation before an installation on lawn.



**Figure 6-4** shows freestanding small cells which is preferred to be a minimum of 250 feet apart radially. This radius extends around corners and into alleys. They shall be located in line with trees, existing street lights, utility poles, and other furniture located in the amenity zone, as shown in **Figure 6-5**.

**Figure 6-4: Freestanding Small Cell spacing radius**

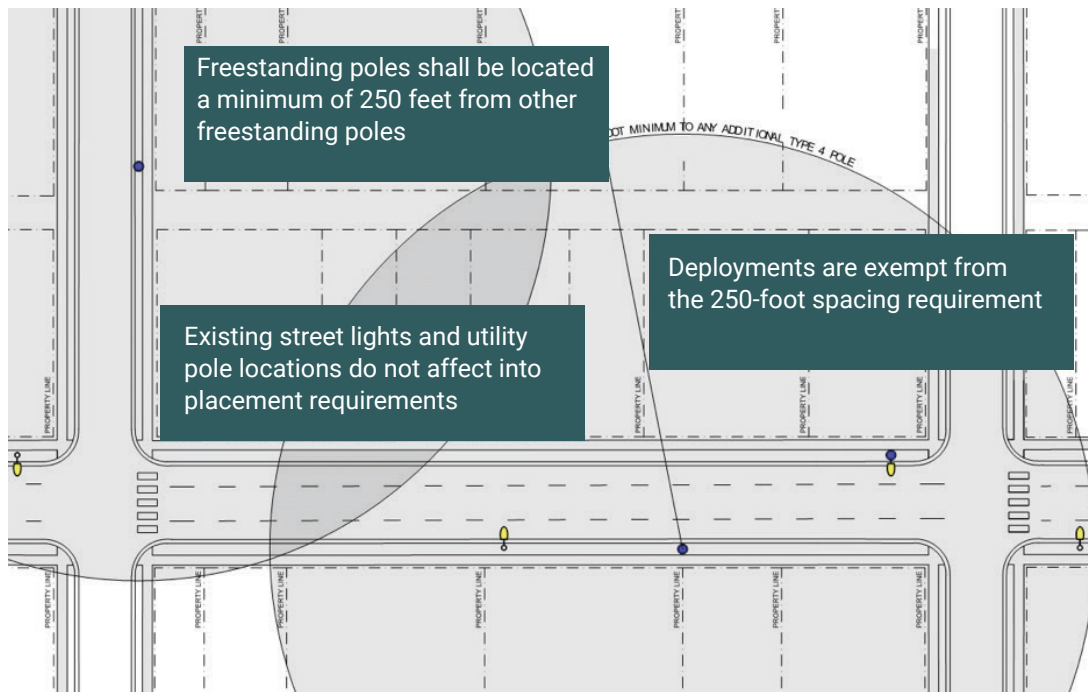
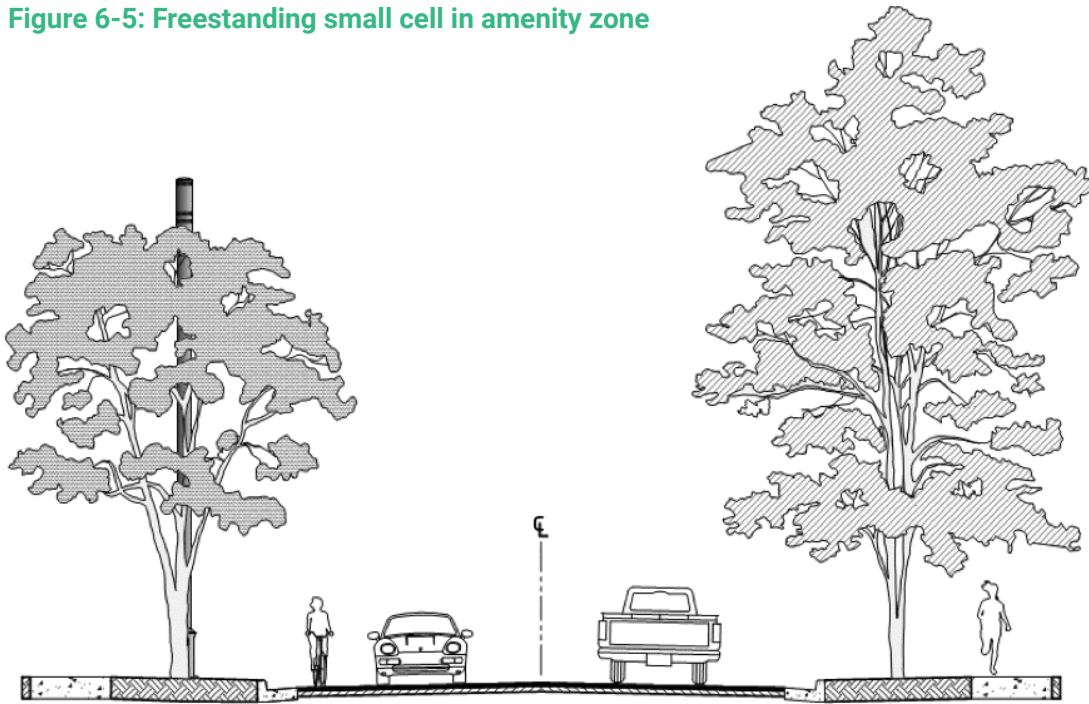
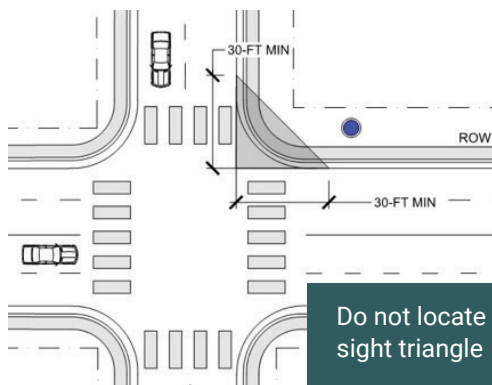


Figure 6-5: Freestanding small cell in amenity zone



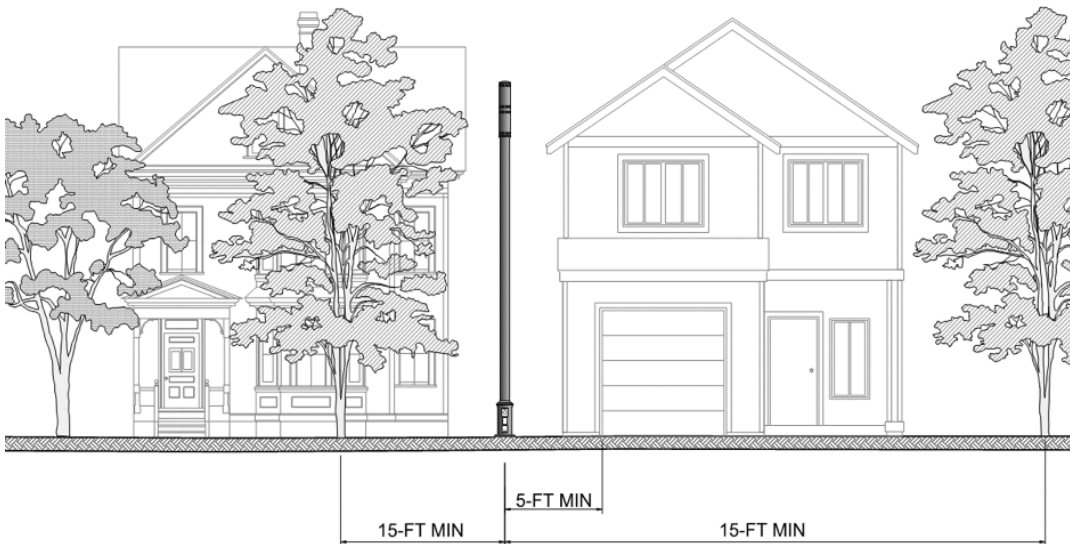
Freestanding small cells shall be located such that they in no way impede, obstruct, or hinder the usual pedestrian or vehicular travel, affect public safety, obstruct the legal access to or use of the public ROW, violate applicable law, violate or conflict with public ROW design standards, specifications, or design district requirements, violate the Federal Americans with Disabilities Act of 1990, or in any way create a risk to public health, safety, or welfare.

Free standing small cells shall be located within the ROW and off set from the sidewalk as shown in [Figure 6-6](#).



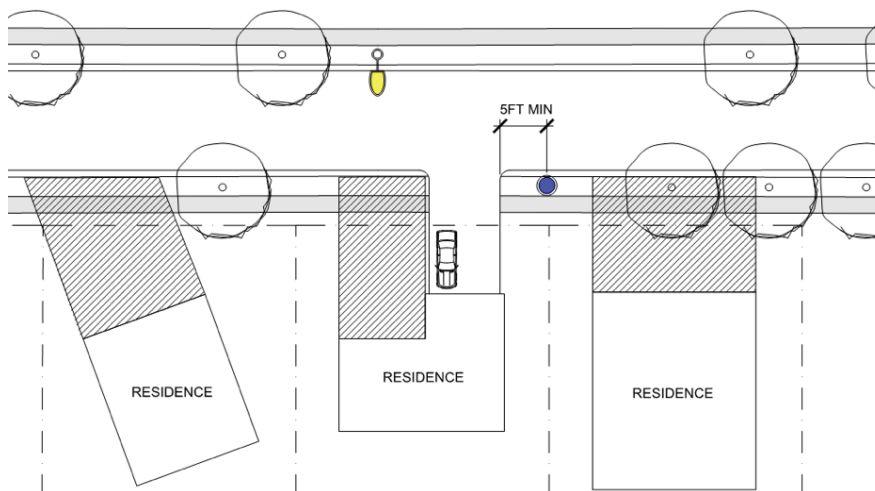
Freestanding small cells shall be located at intersecting property lines as much as possible. Whenever possible, the freestanding small cell shall be located on the secondary street. Small cells shall also be located a minimum of 15 feet away from trees to prevent disturbance within the critical root zone of any tree, as shown in **Figure 6-7**.

**Figure 6-7: Freestanding small cell location between property and trees**



The small cells shall not be installed between the perpendicular extension of the primary street-facing wall plane of any single or two-family residence as shown in **Figure 6-8**.

**Figure 6-8: Freestanding Small Cell between property lines**



Do not locate small cell in the perpendicular extension of the primary street-facing wall plane

Do not locate small cell in front of driveways, entrances, or walkways

When located adjacent to a commercial establishment, such as a shop or restaurant, care should be taken to locate the small cell such that it does not negatively impact the business. Small cells shall not be located in-front of store front windows, primary walkways, primary entrances or exits, or in such a way that it would impede a delivery to the building. Small cells should be located between properties as much as possible as shown in **Figure 5-9**.

**Figure 5-9: Small Cell in Commercial Area**



# 7

## OTHER ATTACHMENTS (KIOSK, ETC.)



### 7.1 PURPOSE

This chapter of the Standards is to be used for small cell installations on other City owned assets located in the public way such as kiosks and signs.

### 7.2 STANDARDS

All small cell facilities proposed to be installed on kiosks or signs within the public way shall be approved by Salt Lake City prior to installation.

Salt Lake City owns a small number of kiosks located with the public way. The Kiosks are generally small structures used for advertising local events. Installation of small cell facilities on a kiosk will require all equipment to be installed within the kiosk or the roof structure with a cantenna extending above the roof. The design of the facility must take into account the architectural design of the kiosk and the surrounding development to accomplish the goal of integrating the facility and limiting its visual impact.

Utah Code Chapter 54.21 allows the installation of small cell facilities on signs located within the public way. Most signs in the public way are related to public safety, traffic and parking regulation and provide directional information. Salt Lake City will consider the placement of small cell facilities on pole signs located within the public way only when it can be demonstrated that the small cell facility will not create any hazard for pedestrians cyclists or motor vehicles, visibility of adjacent buildings is not unduly impaired and that the existing structure can adequately handle the structural requirements for such a facility.



## 7.3 BASIS OF DESIGN

The small cell facility design and installation shall be compatible with the aesthetics of existing kiosks or signs. The provider shall perform a visual prior to submitting a permitting application to determine existing aesthetics. The small cell components shall be sized to be proportional and limit the potential impact along the streetscape.

### DESIGN STANDARDS FOR KIOSKS

- All hardware connections shall be hidden from view.
- Equipment installed on kiosks should be shrouded under the kiosk cap or roof.
- The antenna may extend a maximum of 5 feet above the kiosk cap or roof.
- The antenna assembly will be circular with cabling shrouded or enclosed.
- The antenna shall match the color of the kiosk or utilize another color that best minimizes the visibility of the antenna.
- The small cell facility must meet all appropriate structural standards and wind loading specifications.
- The small cell facility shall be architecturally compatible with the design of the kiosk and create a cohesive aesthetic.

### DESIGN STANDARDS FOR SIGNS

- Small cell facilities attached to freestanding Salt Lake City owned pole signs in the public way shall only be allowed on existing signs poles.
- The small cell antenna shall only be installed on top of the sign pole.
- The small cell antenna shall extend a maximum of 5 feet above the height of the existing sign pole and shall be installed above the sign mounted on the pole.

# 8

## TECHNICAL SPECIFICATIONS

The following sections describe in detail the foundation and electrical specifications. All work completed in the ROW must be in accordance with Salt Lake City Design Standards.

This work consists of furnishing and installing foundations, small cell poles, conduit, junction boxes, cable, wiring, junction boxes, and incidental materials for small cell installation in accordance with these specifications and in conformance with the details, lines, grades, and locations shown on the plans.

### MATERIALS

**Small Cell facilities' materials shall conform to Small Cell and Electrical Materials.**

**A) FOUNDATIONS.** Concrete bases and equipment pads shall be pre-cast or cast-in-place concrete per the City standard to meet ACI 318. A complete foundation includes the concrete, reinforcing steel, anchor bolts, leveling nuts, conduit stubs, ground rod and wire, excavation and backfill, restoration, accessories as required to provide a complete unit. Banner arm (if required) wind loading shall be incorporated into light standard structural design.

**B) SMALL CELL STANDARD.** A complete light standard includes the metal upper pole, mounting bracket, mast arm(s), cantenna, equipment cabinet, base, grounding system, and all hardware. The upper pole shall have a handhole at the top to maintain City fiber and street light electrical service. An optional handhole shall be provided at the bottom of the upper pole if fiber and electrical service cannot be accessed from the equipment cabinet.

Pole and mast arm or arms shall be the type and size shown on the plans.

**C) CONDUIT.** Conduit includes conduit, trenching, backfill, jacking, augering, fittings, drainage tees, sealing, restoration, and accessories as required to provide a complete installation.

**D) ELECTRICAL WARNING TAPE.** Detectable electrical warning tape shall consist of pre-manufactured non-adhesive polyethylene material that is unaffected by acids, alkalines, and other soil components. The color of the tape shall be red, and it shall be, at a minimum, 3.5 mils thick and 6 inches wide. Its tensile strength shall be 2,500 psi lengthwise.

The electrical tape shall include the following identification printed in black letters continuously along the length of the tape: "CAUTION BURIED ELECTRIC LINE BELOW".

The identification note and color of tape shall conform to the requirements of the "American Public Works Association (APWA) Uniform Color Codes (Red) – Electrical Power Lines, Cables, Conduit and Lighting Cables."

**E) CONDUCTORS.** Conductor includes control wiring, luminaire wiring, main circuit wiring, ground wiring, service entrance wiring, pulling, splicing, connections, testing, and all other wiring necessary for a complete installation.

**F) PULL BOXES.** Pull box includes pull box, cover with bolts, excavation, gravel base, backfill, sealing, restoration, and accessories as required to provide a complete installation.

**G) MATERIALS LIST.** At the preconstruction conference the Contractor shall submit to Salt Lake City three copies of a list of all materials and equipment to be incorporated into the work. The Contractor shall include the following items on the list:

- Small cell standards
- Pull Box
- Fuse holders
- Conductors
- Conduit
- Wireless Lighting Control and Monitoring System
- Small cell foundations
- Equipment pads
- All other items required for a complete installation

Salt Lake City will return lists that are incomplete or that include unacceptable materials to the Contractor for correction and re-submission.

The Contractor shall not order materials or equipment until Salt Lake City and the party or agency responsible for maintenance have reviewed and approved the materials and equipment list. Salt Lake City' approval of the list shall not relieve the Contractor responsibility for the proper functioning of the completed installation.

## GENERAL

All work shall conform to these specifications and the National Electrical Code (NEC) when the small cell pole is owned by Salt Lake City or the provider, or the National Electrical Safety Code (NESC) when the small cell pole is owned by Rocky Mountain Power.

The Contractor and/or provider shall keep fully informed of and comply with all Federal, State, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which may affect those engaged or employed on the work, or affect the conduct of the work. The Contractor and/or provider shall protect and indemnify Salt Lake City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor and/or provider, the subcontractors, suppliers of materials or services, or their employees



Each system shall be installed as shown on the plans or as designated. The Contractor and/or provider shall furnish and install all incidentals necessary to provide a complete working unit or system.

### **CONCRETE FOUNDATION PADS AND SMALL CELL STANDARD FOUNDATIONS.**

Foundations shall be installed as shown on the plans, complete with grounding. The Contractor and/or provider shall test and report soil conditions to Salt Lake City as necessary to ensure proper installation of foundations. Foundations shall be installed at the final grade.

All anchor bolts shall be positioned by means of steel templates. The center of the template shall coincide with the center of the foundation. Anchor bolt size and 19.5-inch bolt circle shall accommodate a 16-inch equipment cabinet per manufacturer's requirements. Anchor bolt size and 23.5-inch bolt circle shall accommodate a 20-inch equipment cabinet per manufacturer's requirements.

All small cell standard foundations shall be as detailed.

Conduits shall be properly positioned and anchored before the concrete is placed.

Coordinate the base setback and orientation with Salt Lake City.

All foundations shall have ground rods conforming to the NEC or NESC. All foundations on structures shall be grounded to the structural steel by a method that is in accordance with the NEC or NESC and which is approved by Salt Lake City.

Concrete shall be Class B.

Anchor bolts shall be designed by the Contractor's and/or provider's engineer or as shown on the working drawings. The threaded ends of the anchor bolts, the nuts, and the washers shall be galvanized in accordance with ASTM A153.

### **ALL POLES AND CANTENNA STANDARDS**

Metal small cell standards shall be fabricated of steel unless otherwise approved by Salt Lake City. Whenever Small Cell Standard Metal is specified, the Contractor and/or provider shall furnish galvanized steel. The Contractor and/or provider may furnish aluminum small cell standards if Salt Lake City gives approval. Material type and shape of small standards shall be the same throughout the design district, unless otherwise approved by Salt Lake City.

All standards shall have weatherproof cable-entrance grommets located in conformity with the type of mounting used. Metal surfaces shall be free of imperfections marring the appearance and of burrs or sharp edges that might damage the cable.

All metal poles shall be straight and shall be supplied with polecaps when applicable.

Steel mast arms shall be made of Schedule 40 standard steel pipe conforming to

ASTM A 53.

All steel poles, mast arms and base flanges shall be hot-dip galvanized in accordance with ASTM A 123. Units on which the spelter coating has been damaged shall be repaired as provided in AASHTO M 36, or other approved method.

Base flanges for steel poles shall have continuous welds both inside and outside, unless otherwise permitted. Base flanges inserted into the pole and bonded shall meet the requirements for materials and strength stated herein.

Each metal standard shall be wired with a breakaway fused connector of proper capacity rating. The fused connector shall be located in the equipment cabinet. If the light standard has no equipment cabinet, the fused connector shall be located in the pole at the hand hole.

All equipment cabinets or bases shall have vandal resistant, removable access doors.

Hardware used with steel standards shall be either cadmium plated steel, hot dip galvanized steel, or stainless steel.

Materials shall be of a standard line from a name brand manufacturer or as specified in this document. Electrical material shall be listed by the Underwriters' Laboratories, Inc. (UL), and shall conform to the National Electrical Code (NEC) when the street lights are owned by SLC, or the National Electrical Safety Code (NESC) when the street lights are owned by the Utility. Material shall be the same as, or compatible with, that used and accepted by the agency responsible for maintenance.

Salt Lake City may inspect all lighting material and all electrical materials and all other materials and accept or reject them at the project site. Samples may be taken or manufacturer's certifications may be accepted in lieu of samples.

Poles, equipment cabinets, and bolts shall be galvanized stainless steel. Galvanizing will be performed in accordance with ASTM 123 and meet the following galvanization and paint requirements.

1. Galvanizing will be SSPC-SP1 Solvent wiped where needed and the Galvanizing will receive a sweep blast to a uniform dull appearance. Any areas of fracture will be repaired. Any excess zinc build up should be blended to no higher than the height of a dime with no thick edges or areas that may cause paint entrapment potentially leading to a premature coating failure.

The first epoxy coat typically should be applied within 120-180 minutes of abrasive blasting. Items shall be cleaned free of blast debris before coating. Compressed air should be used to clean items; items should be free of Oil, residue, and any other contaminates/debris.

- Epoxy Primer Gray- B107989EA80K-A

- Impact Resistance Direct 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Impact Resistance Indirect- 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Cross- Hatch Adhesion 5B (ASTM D3359)
- Conical Mandrel 1/8" (ASTM D522)
- Pencil Hardness 2H (ASTM D3363)
- Specific Gravity 1.58 +/- 0.05 G/ML
- Theoretical Coverage 121.63 ft<sup>2</sup>/LB @ 1.0 Mil
- 60 percent gloss 75-85 (ASTM D523)

The Epoxy prime coat shall be applied on poles for an DFT Average of 5.0 Mils for the bottom eight feet, 3.0 Mils DFT above that. Arms have the epoxy prime applied for a 3.0 mil DFT. DFT readings shall be taken in accordance with SSPC-PA2.

Top coat to be applied for an DFT of 3.0 mils average unless noted otherwise. Aerosol touch up should be used for coverage on areas that were masked by a hanging device (Hanging hook or chain, etc) or used to repair small scratches or imperfections.

Poles shall be set plumb, and centered, on the small cell standard foundation using leveling nuts when installed.

Defects and scratches on painted, powder-coated, or anodized poles shall be primed and painted with a color-matched paint to match undamaged pole sections. Defects and scratches on galvanized poles shall be re-galvanized in the field.

Stainless steel mounting hardware shall be used to mount luminaires, mast arms, access doors, cantenna, equipment cabinet, and other hardware to the poles. Apply an approved zinc-based anti-seize compound to all mounting hardware prior to assembly.

Banner arms (if required) shall be incorporated into small cell standard structural design.

## CONDUIT

All conduit shall be installed within the public Right of Way and shall be at least two-inch (2" minimum) inside diameter unless otherwise designated on the plans. The Contractor and/or provider may use larger conduit than specified. If larger conduit is used, it shall be for the entire run from outlet to outlet. Reducer couplings shall not be used. Larger conduits shall be sized to accommodate the constraints established by the hole in the pole anchor base plate.

Conduit terminating in standards or pedestals shall extend approximately two inches past the foundations and shall slope toward the junction box opening. Conduit entering pull boxes shall terminate two inches inside the box wall and two to five inches above the bottom, and shall slope toward the top of the box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box shall be located near the end walls to leave the major portion of the box clear. At all outlets, conduits shall enter from the

direction of the run.

The ends of all conduits, whether shop or field cut, shall be reamed to remove burrs and rough edges. Cuts shall be made square and true so that the ends will butt or come together for their full circumference.

Unless otherwise specified, conduit shall be rigid non-metallic electrical conduit currently recommended and approved by Underwriters' Laboratories, Inc. for the proposed use conforming to ASTM-F 441 schedule 40, (Schedule 80 or bored HDPE where installed under roadways).

Fittings shall be the type used outside the conduit and PVC cement welded. Submersible fittings shall connect the conduit in a manner that makes the joints watertight.

All in-grade Pull Boxes shall be polymer concrete, bottomless and tier 22 rated bolted covers. 13 inches by 24 inches and 18 inches deep manufactured by Quazite; Cat. # PG1324BA18, unless otherwise noted on the plans. Covers shall be Cat. # PG1324HH00 with stainless steel bolts and the word "ELECTRIC" molded into the top

Non-metallic conduit shall be cut with a hacksaw or other approved tool. Non-metallic conduit connections shall be the solvent-weld type.

Conduit connections at junction boxes shall be tightly secured and waterproofed. All conduit ends shall be sealed with duct seal after installation of wiring. The duct seal shall be rated for outdoor use.

When specified, conduit shall be installed under existing pavement by boring operations. Where plans show that existing pavement is to be removed, jacking the conduit is not required. Jacking or drilling pits shall maintain a minimum of two feet clear of the edge of pavement. Water shall not be used as an aid in the jacking or drilling operations.

Trenching shall be in conformance with Salt Lake City standards. Backfill shall be per Salt Lake City standards. Detectable red electrical warning tape shall be installed between six inches and 12 inches below finished grade for all underground conduit runs.

Underground conduit shall be buried a minimum of two feet below finished grade. There shall be no sag between boxes. Conduit within the public ROW shall be buried 48 inches (maximum) below finished grade.

Junction Boxes shall be placed at conduit ends, at all locations where conduit bends in a single run would equal 360° or greater per NEC requirements, and at all other locations shown on the plans. The Contractor may install additional pull boxes to facilitate the work.

Excavate minimum 24 inches below base depth of each junction box, backfill and compact with pea rock to permit draining of water.

Placement and setback of the junction boxes shall be coordinated with Salt Lake City.

Unless otherwise shown on the plans or directed by Salt Lake City, junction boxes shall be installed so that the covers are level with the sidewalk grade. Covers shall be flush with the surrounding finished ground when no grade is established.

Where a conduit stub-out is called for on the plans, a sweeping elbow shall be installed in the direction indicated. All conduit stub outs shall be capped.

## WIRING

All wiring shall be copper, 600 Volt rated, Type: Conform to the applicable UL and ICEA Standards for the use intended. Copper conductors with 600-volt insulation unless otherwise specified or noted on the drawings. Stranded conductors for No. 8 and larger, with the exception of the ground rod conductor shall be #6 AWG solid, bare, copper.

Aluminum Conductors Prohibited: Aluminum conductors will not be permitted. Insulation: Type THWN/ XHHW for underground installation in conduit, insulation minimum unless otherwise specified or noted on the drawings. Size: No. 12 minimum unless otherwise specified or noted on the drawings. Not less than NEC (NESC if Utility owned) requirements for the system to be installed.

Color Coding: Phase, neutral and ground conductors color-coded in accordance with NEC (NESC if Utility owned). Connect all Conductors of the same color to the same phase conductor as follows:

### 208Y/120V-3PH-4W Color coding shall be:

- 1) Phase = Black
- 2) Phase = Red
- 3) Phase = Blue
- 4) Neutral = White
- 5) Ground = Green

### 120/240V-1PH-3W Color coding shall be:

- 1) Line 1 = Black
- 2) Line 2 = Red
- 3) Neutral = White
- 4) Ground = Green

Unless otherwise authorized, the multiple system of electrical distribution shall be used. Conductors of the size and material specified shall be installed for control wiring, luminaire wiring, small cell equipment wiring, City IOT wiring, main circuit wiring, ground wiring, service entrance wiring, and all other wiring necessary for a complete installation.

Conductors shall be sized to prevent a voltage drop of more than three percent per feeder run. All conductors shall be installed in conduit.

All power and lighting circuits shall include an insulated green grounding conductor.

A complete grounding system shall be installed for the entire lighting installation. Grounding shall consist of ground cables, conduits, grounding rods, wire or strap, and ground fittings, as required by the NEC (or NESC if Utility owned).

Type THWN conductors shall be used for all underground conduit runs. Leave sufficient lengths of branch conductors to allow conductor splices to be extracted from pole base for maintenance. Type XHHW shall be used for the service entrance conductors.

Extend three conductor SOW cable feeder leads to the luminaires from the cables in the pole base.

Install in-the-line fuses on each feeder lead. Leave sufficient lengths of feeder conductors to allow fuses and conductors to be extracted from pole base for maintenance.

Provide a No. 6 AWG solid, bare, copper wire connection to ground rod with ample length to allow connection to light standard, and system ground conductor.

Attach grounding conductor to the energy suppliers neutral at the service point. Terminate grounding conductor with less than 25 ohms ground reference at the service point. If ground resistance is greater than 25 ohms, add additional ground rod(s) or other ground reference bond to bring the resistance to under 25 ohms resistance to earth. Provide ground rods elsewhere as shown on the drawings. Butt splices within the bases are not acceptable.

Butt splices within the bases are not acceptable.

At each pole, provisions shall be made for convenient sectionalizing of the circuits. This shall be done by providing ample length (18 to 24 inches) of branch conductor ends and performing splices using submersible type (Burndy Uni-tap connectors or an approved equal). Wire nuts are not an acceptable method for splicing. Splicing shall only be performed within the pole bases and splice boxes where applicable.

Separation of service shall be provided within the pole by conduit or dividers. Electrical wiring and fiber shall be separated by Owner within.

## AS-BUILT DRAWINGS

Contractor shall supply accurate as-built drawings of the project to Salt Lake City. Drawings shall indicate location and setback of conduit, lighting control center, and utility service point, and pole locations along the roadway measured from a reliable location.

## FUSES

Each luminaire in the 120-volt system shall be fused with one 6-amp fuses. Fuse connectors shall be installed in the phase wires of their respective circuits at the pull box located adjacent to the light standards or in the pole base. The fuses shall be mounted in inline single-pole molded fuse connector/holders. The fuse holders shall be

a DOT-PLUG (Catalog No. Duraline-16998), or approved equal.

Fuses shall be of the breakaway type. The Contractor shall provide sufficient excess conductor length to allow withdrawal of the connected fuse holder. The grounding wires shall not be fused. Fuses and fuse holders shall be "UL" listed and shall be installed in such a manner that the fuse stays with the load side when holder is separated. In addition, the Contractor shall form loops in the leads on each side of the fuse holders and so position the fuse holders so that they may be easily removed or inserted through the opening at top of pull box.

### SECONDARY SERVICE PEDESTALS

The service cabinet shall include all equipment necessary to connect to the energy provider's overhead secondary conductors or transformer.

All-In-One commercial meter/power pedestal and non-metered/power pedestals shall meet or exceed Salt Lake City's Standards.

### **Administration's Overview of SB189**

- Wireless providers have the right to:
  - install small wireless facilities and utility poles within ROW; and
  - locate small wireless facilities on municipal poles (includes street lights, traffic lights, street signs) and other structures in the ROW (including billboards)
- City is required to recognize small wireless facilities in ROW as a permitted use in all zones and districts (strictly an administrative process)
- A small wireless facility consists of: an antenna of 6 cubic feet or less; pole and ground equipment of 28 cubic feet or less
- The small wireless facilities may be installed on a utility pole no taller than 50 ft. (potential additional 10 ft. for antennae)

### **City Powers**

- Design/Historic and Underground Districts – City must allow small wireless facilities including utility poles (heightened design standards)
- May limit new utility poles in ROW that is 60 ft. wide or less and adjacent to residential property
- May adopt reasonable, nondiscriminatory design standards
- May adopt nondiscriminatory police-power-based regulations for management of ROW
- May deny applications for articulable public safety reasons
- May require agreement dealing with indemnification, insurance and bonding before ROW work

### **Compensation**

- Annual ROW Access Rate
  - 3.5% of gross revenue under Municipal Telecommunications License Tax (if the tax applies), or
  - the greater of 3.5% of gross revenue or \$250 per small wireless facility
- Annual Authority Pole Attachment Rate: \$50 per collocated small wireless facility per authority pole
- Application Fees (for a Permit to work in the ROW)
  - \$100 per collocated small wireless facility
  - \$250 per utility pole with a small wireless facility
  - \$1000 per non-permitted use
- Other applicable permit fees

### **Application Limits**

- Consolidated application: up to 25 small wireless facilities of substantially the same type; Up to 75 small wireless facility (3 consolidated applications) per 30 days

### **Shot Clocks (Review periods)**

- Review for Completion: 30 days (City can deem application incomplete and applicant has 90 days to cure any deficiencies)
- Installation on existing pole: 60 days (including completion review)
- Installation on new, modified, or replacement utility pole: 105 days (including completion review)
- One additional extension of 10 business days
- Deemed complete and/or granted if municipality does not meet deadlines



### **Current City Ordinances Governing Antennas in Public-right-of-way**

The Administration reports three sections of City Code govern SWF in the public-right-of-way. However, SB189 supersedes these ordinances and allow SWF potentially anywhere in the public-right-of-way.

<b>Section of Salt Lake City Code</b>	<b>Title</b>	<b>Function</b>
SLC §21A.40.090	Antenna Regulations in Public Right of Way (ROW)	<ol style="list-style-type: none"><li>Allows antennas to be mounted on <i>existing</i> 3<sup>rd</sup>-party-owned utility poles. There are no other antenna installations allowed in the ROW.</li><li>Requires the electric equipment to be placed underground or on private property (or on the pole, which is not allowed by RMP).</li><li>Requires that facilities in the ROW be subject to any applicable franchise fees or lease agreement required by City.</li></ol>
SLC §14.32.425	Telecommunication Right of Way Permits	Allows conduit and cable to be located within the ROW
SLC § 14.40.020	Utility Poles and Wires	New poles are only allowed for franchise holders (but not permitted for antennas).

### **Coordination with Rocky Mountain Power (RMP)**

The Administration provided the following summary of how RMP is involved in locating SWF in City rights-of-way.

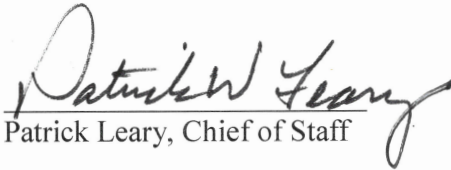
“Rocky Mountain Power (“RMP”) policies directly influence the implementation of City code. RMP allows for small cell infrastructure attachments to its existing utility poles as well as to overhead wires. Such attachments require a pole attachment or wireline attachment agreement between RMP and the small cell provider; once this agreement is in place, providers must submit pole location plan and then RMP does a site analysis of each location within a 45-day period.

After

pole sites are approved by RMP, the small cell provider submits to the City RMP’s written approval along with the company’s permit application to locate in the ROW. RMP does not have poles in the Central Business District as it is an underground district, and so other locations for small cell facilities must be identified.”



CITY COUNCIL TRANSMITTAL

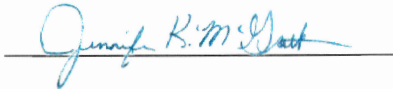
  
Patrick Leary, Chief of Staff

Date Received: 5/7/2019  
Date sent to Council: 5/7/2019

TO: Salt Lake City Council  
Charlie Luke, Chair

DATE: 4/24/2019

FROM: Jennifer McGrath, Interim Director Department of Community & Neighborhoods



SUBJECT: Verizon Wireless Master License Agreement for Small Cell Installation in the Right-of-Way

STAFF CONTACT: Jennifer McGrath, 801-535-7966, [jennifer.mcgrath@slcgov.com](mailto:jennifer.mcgrath@slcgov.com);  
Shellie Finan, 801-535-6447, [shellie.finan@slcgov.com](mailto:shellie.finan@slcgov.com);  
Kimberly Chytraus, 801-535-7683, [kimberly.chytraus@slcgov.com](mailto:kimberly.chytraus@slcgov.com)

DOCUMENT TYPE: Ordinance

RECOMMENDATION: Pass an Ordinance granting the Master License Agreement with Verizon Wireless for small cell installation in the right-of-way.

BUDGET IMPACT: N/A

BACKGROUND/DISCUSSION: Verizon Wireless has applied for a new, non-exclusive Master License Agreement to access Salt Lake City rights-of way to install small cell infrastructure for wireless provider clients, which will allow a wireless carrier to increase its wireless capacity in installation areas. The Master License Agreement also requires payment for the grant of access to the City's right-of-way. Current City Ordinance allows the installation of antennas in the rights-of-way on utility poles owned by third parties (i.e. Rocky Mountain Power and Century Link). Verizon Wireless and the City have negotiated the terms of the proposed Master License Agreement, attached as Exhibit "A" to the proposed Ordinance.

PUBLIC PROCESS: None

EXHIBITS:

- 1) Ordinance
- 2) Master License Agreement

SALT LAKE CITY ORDINANCE  
No. \_\_ of 2019

(Granting a Master License Agreement for Wireless Facilities in the Public Way  
to Verizon Wireless (VAW) LLC)

WHEREAS, Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless (the “Company”) desires to install equipment to provide third party broadband wireless services within Salt Lake City, Utah (the “City”), and in connection therewith to establish a network in, under, along, over, and across present and future rights-of-way of the City, consisting of antennas, radios, and conduit, together with all necessary and desirable appurtenances, for the operation of a wireless broadband small cell network for communication services; and

WHEREAS, the City, in the exercise of its police power, ownership, use or rights over and in the public rights-of-way, and pursuant to its other regulatory authority, believes it is in the best interest of the public to provide to the Company, and its successors, access rights pursuant to a non-exclusive license agreement to operate its business within the City; and

WHEREAS, the City and the Company propose to enter into a Master License Agreement for Wireless Facilities in the Public Way in the substantially final form of which has been presented to the City Council at the meeting at which this Ordinance is being considered for adoption; and

WHEREAS, the City desires to approve the execution and delivery of such Master License Agreement for Wireless Facilities in the Public Way and to otherwise take all actions necessary to grant the referenced rights to the Company; and

WHEREAS, the City believes this Ordinance to be in the best interest of the citizens of the City.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah, as follows:

SECTION 1. Purpose. The purpose of this Ordinance is to grant to the Company, and its successors and assigns, a non-exclusive right to use the present and future public way within and under control of the City for its business purposes, under the constraints and for the compensation enumerated in the substantially final form of the Master License Agreement for Wireless Facilities in the Public Way attached hereto as Exhibit A, and by this reference incorporated herein, as if fully set forth herein (the “Master License Agreement”).

SECTION 2. Short Title. This Ordinance shall constitute the Verizon Wireless Master License Agreement Ordinance.

SECTION 3. Grant of Access Rights. The administration is hereby authorized to negotiate and execute the Master License Agreement reflecting the terms of this Ordinance and incorporating such other terms and agreements as recommended by the City Attorney’s Office. There is hereby granted to the Company, and its successors and assigns, in accordance with the terms and conditions of the Master License Agreement, the right and privilege, to construct, maintain and operate in, under, along, over and across the present and future rights-of-way of the City, all as more particularly described in the Master License Agreement.

SECTION 4. Term. The term of the Master License Agreement is for a period of ten years from and after the recordation of the executed Master License Agreement with the Salt Lake City Recorder’s Office, with a renewal of an additional ten year term as provided therein. The Company shall pay all costs of publishing this Ordinance.

SECTION 5. Acceptance by Company. Within thirty (30) days after the effective date of this Ordinance, the Company shall execute the Master License Agreement; otherwise, this Ordinance and the rights granted hereunder shall be null and void.

SECTION 6. No revocation or termination may be effected until the City Council shall first adopt an ordinance terminating the Master License Agreement and setting forth the reasons therefor, following not less than thirty (30) days prior written notice to the Company of the proposed date of the ordinance adoption. The Company shall have an opportunity on said ordinance adoption date to be heard upon the proposed termination.

SECTION 7. This Ordinance shall take effect immediately upon publication.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Transmitted to Mayor on \_\_\_\_\_.  
Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

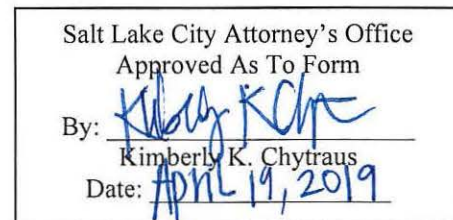
\_\_\_\_\_  
CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2019.

Published: \_\_\_\_\_.

HB\_ATTYY-#77141-v1-Ordinance\_Verizon\_Master\_License\_Agreement



**EXHIBIT “A”**

**MASTER LICENSE AGREEMENT**

**MASTER LICENSE AGREEMENT  
FOR WIRELESS FACILITIES IN THE PUBLIC WAY**

**THIS MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES IN THE PUBLIC WAY** (this “**Agreement**”), dated as of its date of recordation with the Salt Lake City Recorder (the “**Effective Date**”), by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the “**City**”), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (including its successors and assigns, the “**Company**”).

**RECITALS**

A. The Company desires a non-exclusive agreement to install, at its sole cost and expense, a network of Wireless Facilities and/or structures related thereto within the boundaries of Salt Lake City, Utah, and to utilize Salt Lake City’s Public Way for such purpose, in order to provide wireless services and expand the available data transmission bandwidth for mobile devices.

B. The City owns or controls such Public Way and has agreed to grant access to the Company in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration and, further, in contemplation of subsequent approval by legislative action of the City Council as hereinafter provided, the parties mutually agree as follows:

**ARTICLE 1  
ORDINANCE**

1.1 **Defined Terms.** All capitalized terms not otherwise defined herein have the meanings given them in Salt Lake City Code Chapter 14.056, or its successor (the “**City Wireless Code**”).

1.2 **Ordinance.** The City Council has adopted an ordinance entitled Verizon Wireless Master License Agreement Ordinance (the “**Ordinance**”), approving the execution of this Agreement. Execution of this Agreement constitutes the acceptance of the Ordinance by the Company. Such Ordinance is incorporated herein by reference, and made an integral part of this Agreement.

1.3 **Description.** The Ordinance confers upon the Company, and its successors and assigns, the non-exclusive right, privilege, and access (the “**Access Rights**”), subject to the terms of this Agreement, to construct, install, maintain, repair, replace, modify, relocate, remove, and operate: (i) the Wireless Facilities in approved locations in the Public Way and (ii) attach Wireless Facilities to an existing or new Structure in the Public Way, all as described in this Agreement.

This Agreement does not grant to Company any interest in any property.

1.4 Term. The term of the Agreement is for a period from and after the date hereof, until 10 years from the Effective Date. If there is no default under this Agreement and Company is compliant with all applicable law, rules, and regulations, this Agreement shall be automatically extended for one additional period of 10 years. If the Company intends not to extend the term, Company shall deliver to City written notice of its intent not to extend the term prior to the expiration of the initial term.

## ARTICLE 2 PERMIT APPROVAL

### 2.1 Application and Review.

(a) To locate Wireless Facilities in the Public Way or attach Wireless Facilities to an existing or new Structure in the Public Way, Company shall submit an application for a Permit to Work in the Right-of Way (a “**Public Way Permit**”), the form of which shall be substantially similar to the form attached hereto as **Exhibit “A”**; provided, the City and the Company can reasonably amend the form from time to time to comply with the City Wireless Code, subject to the Small Wireless Facilities Deployment Act pursuant to Title 54, Chapter 21 of the Utah Code, or its successor (the “**State Code**”) and applicable federal law. In accordance with the State Code, the Company may submit a request to review and approve multiple Wireless Facilities on the same application by attaching a list of said facilities to the application. If a Wireless Facility is approved and a Public Way Permit is granted, the license for the approved Wireless Facility shall coincide with this Agreement subject to Section 8.4. Company shall comply with the requirements of the City Wireless Code. An approved Public Way Permit shall approve the location and plans for the location of a Wireless Facility. Depending on the scope of the Company’s proposed work, Company may also need to apply for additional permits such as a traffic control permit and electrical permit. The Public Way Permit shall be reviewed as provided in the City Wireless Code, the State Code and applicable federal law.

(b) Company shall be responsible for obtaining access and connection to fiber optic lines or other backhaul solutions that may be required for its Wireless Facilities. Company shall obtain a franchise from the City for the location of such fiber optic lines in the Public Way.

(c) Any Company Facility that does not have an approved Public Way Permit, does not receive other required permits, or does not meet the specifications of this Agreement or the City Wireless Code, shall be deemed unauthorized. City may cause Company to remove any unauthorized facilities upon 30 days’ written notice at Company’s cost and expense, or following the 30-day period may remove such facilities and will invoice Company for the cost of such removal.



## ARTICLE 3 FEES

### 3.1 Compensation.

(a) Company shall pay all fees and rates due City pursuant to the City Wireless Code (the “**Small Cell Fees**”). If the Company is Collocating on a Utility Pole that is owned, managed, or operated by, or on behalf of the City, Company shall pay the City an annual fee equal to \$50 per Utility Pole, as may be amended in accordance with the State Code (“**City Pole Rate**”). Further, consistent with the City Wireless Code and the State Code, the Company shall not be charged any additional rate, fee or compensation for the right to use or occupy any Public Way because Company is subject to the municipal telecommunications license tax under Title 10, Chapter 1, Part 4, Municipal Telecommunications License Tax Act (the “**MTLT**”). If Company is no longer subject to the MTLT, the Company shall compensate City for the right to use the Public Way as provided by the State Code, subject to applicable federal law.

(b) Company shall also pay any reasonable fees or costs permitted by the City Wireless Code, subject to the State Code and other applicable state and federal laws, and charged by City or Structure owner and associated with any related construction or traffic control permits or similar approvals, and any other ad valorem taxes, special assessments or other lawful obligations of the Company to the City.

If City is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a “Tax”) from Company with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Company in the manner and for the amount required by law, Company shall promptly pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that City shall not bill to or otherwise attempt to collect from Company any Tax with respect to which Company has provided City with an exemption certificate or other reasonable basis for relieving City of its responsibility to collect such tax from Company. Company shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Company with respect to itself and its property.

3.2 Fee Payment. The City Pole Rate shall be paid upon the issuance of each Public Way Permit and be paid in advance annually on or before the anniversary of each Public Way Permit thereafter. There shall be no proration for any partial year. Any payment of the City Pole Rate or other Small Cell Fee, if any, paid after the due date shall incur 12% annual interest, compounded daily from the due date until payment is received on the amount due. If Company holds over past the expiration of the applicable Public Way Permit and the applicable removal period provided herein, each of the Small Cell Fees shall increase to 200% of the most recent respective Small Cell Fees paid annually if any are being paid hereunder. Payment of a hold over fee does not extend or renew this Agreement or any Public Way Permit.

ARTICLE 4  
COMPANY USE OF PUBLIC WAY

4.1 Rights to Access and Use Public Way.

(a) The Company shall have the right to use a portion of a Public Way in the location described in the approved Public Way Permit to locate and install Wireless Facilities on an approved Structure, subject to the terms and conditions of this Agreement.

Notwithstanding anything herein to the contrary, the Company may maintain or replace its Wireless Facility with like-kind equipment of substantially similar size that is in compliance with the design standards set forth in the City Wireless Code without prior written approval of the City; provided, Company shall obtain a Public Way Permit, as required by the City Wireless Code, to authorize construction in the ROW, or a traffic control permit.

(b) The rights granted to the Company herein do not include the right to excavate in, occupy or use any City park, recreational areas or other property owned by the City (or regulated by the City, such as riparian areas of water source protection areas).

(c) Company shall install and maintain Wireless Facilities and Structures that it owns in a good and workmanlike manner.

4.2 Company Duty to Relocate. Whenever the City shall require the relocation or reinstallation of any of the Wireless Facilities situated within the Public Way, it shall be the obligation of the Company and at Company's sole cost and expense, to accommodate such requirement within the reasonable time periods provided by the City and, at the latest, complete the relocation of the respective Wireless Facilities within 180 days of receipt of notice to relocate as may be reasonably necessary to meet the requirements of the City. The Company's relocation may be required by the City for any lawful purpose, including, without limitation, the resolution of existing or anticipated conflicts or the accommodation of any conflicting uses or proposed uses of the Public Way, whether such conflicts arise in connection with a City project or a project undertaken by some other person or entity, public or private; provided, the City shall not relocate the Wireless Facilities to accommodate another wireless carrier unless required by applicable state or federal law. The City will cooperate with the Company to ensure no interference with Company's operations (including the location of a temporary facility) and provide alternate space where available, within the Public Way. The new location shall be subject to obtaining an approved Public Way Permit. Such relocation shall be accomplished by the Company at no cost or expense to the City. In the event the relocation is ordered to accommodate the improvements of an entity other than City or Company, the cost and expense of such relocation shall be borne by such other entity.

4.3 Approval to Move Company Property; Emergency Exception. Except as provided in Section 4.2, the City shall not, without the prior written approval of the Company, intentionally alter, remove, relocate or otherwise interfere with any portion of the Wireless Facilities. Any written approval request shall be promptly reviewed (within 60 days) and processed by the

Company and approval shall not be withheld, conditioned, or delayed so long as such request does not materially adversely impact the Company's network and does not impose additional costs upon the Company. The Company may condition its approval upon its ability to install a temporary facility and issuance of a replacement Public Way Permit to provide for an alternate space. However, if it becomes necessary, in the reasonable judgment of City, to move any of the Wireless Facilities because of a fire, flood, emergency, earthquake disaster or other imminent and material threat thereof, these acts may be done by the City without prior written approval of the Company at the Company's sole cost and expense. In the event of an emergency, the City shall use good faith efforts to contact Company's Network Operations Center at (800) 621-2622 ("NOC") prior to taking any action involving Company's equipment.

4.4 Compliance with Rules and Regulations and Applicable Laws. Wireless Facilities located on, upon, over or under the Public Way shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with such lawful rules and regulations as the City may issue, subject to the State Code and other applicable state or federal laws. The Company shall acquire, and pay any fees with respect to, such permits as may be required by such rules and regulations, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. All Wireless Facilities installed or used pursuant to this Agreement shall be used, constructed, repaired, replaced, and maintained in accordance with applicable federal, state and City laws, rules, and regulations, including without limitation environmental laws, now existing or from time to time adopted or promulgated.

4.5 Repair Damage. If during the course of work on Wireless Facilities, the Company causes damage to or alters any portion of the Public Way, Structure, or any City facilities or other public property or facilities, the Company shall (at its own cost and expense and in a manner reasonably approved by City), replace and restore such portion of the Public Way, Structure, or any City facilities or other public or private property or facilities, in accordance with applicable City ordinances, policies and regulations relating to repair work of similar character. If Company does not complete such work within a reasonable time frame set by City, the City may complete such work and bill Company for the cost and expense, to be paid within 30 days' following the date of an invoice for such work.

4.6 Bond; Guarantee of Repairs. Company before being issued a Public Way Permit hereunder, shall provide the City with an acceptable corporate surety bond in the amounts set forth herein to guarantee faithful performance of the work authorized by any Public Way Permit granted pursuant to this Agreement and compliance by Company with the terms and conditions of the permit, applicable city ordinances, and the regulations, specifications and standards promulgated by the City relative to work in the Public Way. The bond shall be valid for a period of three years following the completion of any work by Company in the Public Way or any repair work by Company performed pursuant to Section 4.5 above, the Company shall maintain, repair, and keep in good condition those portions of the Public Way, Structures, property, or facilities restored, repaired or replaced by Company, to the reasonable satisfaction of the City Engineer, reasonable wear and tear excepted. The total, one-time bond amount shall be \$15,000 to be held by the City Engineer, and provided that the City Engineer may reasonably revise the

amount of the bond as set forth in Salt Lake City Code section 14.32.070, as may be amended from time to time.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices in accordance with applicable safety regulations or standards imposed by law.

4.8 Inspection by the City. The Wireless Facilities shall be subject to inspection by the City to assure compliance by the Company with the terms of this Agreement. Company shall pay any actual and reasonable fees charged or costs or expenses incurred by City in connection with such inspections; provided, such inspections shall be limited to one time per calendar year.

4.9 Company's Duty to Remove Wireless Facilities from the Public Way.

(a) Subject to subsection (c) below, the Company shall remove from the Public Way all or any part of the Wireless Facilities, when one or more of the following conditions occur:

(i) The Company ceases to operate such Wireless Facilities for a continuous period of 12 months, except when the cessation of service is a direct result of a natural or man-made disaster or other emergency;

(ii) The construction or installation of such Wireless Facilities does not meet the requirements of this Agreement or the Public Way Permit and Company fails to cure such failure to comply within the notice and cure periods set forth in Section 8.1(b) and the City elects to terminate this Agreement or an Public Way Permit pursuant to Sections 8.2(a) or 8.2(d).

(b) Upon receipt by the Company of written notice from the City setting forth one or more of the occurrences specified in subsection (a) above, the Company shall have 90 days from the date upon which said notice is received to remove such Wireless Facilities, or, in the case of subsection (a)(i), to begin operating the Wireless Facilities.

(c) If Company fails to timely remove the Wireless Facilities as set forth in this Section, City may remove such facilities and bill Company for the cost and expense, to be paid within 30 days' following the date of an invoice for such work.

## ARTICLE 5 POLICE POWER

The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances, rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its residents and their properties. This Agreement is subject to any such ordinances, rules, and regulations.

ARTICLE 6  
TRANSFER OF RIGHTS

6.1 Terms of Transfer.

(a) Except as provided in subsection (c) and provided that there is not an uncured default of any provision of this Agreement or Public Way Permit at the time of transfer, the Company shall not sell, transfer, lease, assign, sublet, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation, or otherwise make available, the Access Rights or any rights or privileges under this Agreement, (each, a “**Transfer**”), to a Proposed Transferee, without the prior written consent of the City. A “**Proposed Transferee**” means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of the Company. A “**Person**” means any individual, sole proprietorship, partnership, association or corporation, or any other form of organization, and includes any natural person.

(b) For the purpose of determining whether it shall grant its consent, the City may inquire into the qualifications of the Proposed Transferee, and the Company shall assist the City in the inquiry. City may condition or deny its consent based on any or a combination of the following or similar criteria. The Proposed Transferee shall indicate by affidavit whether it or any of its principals:

(i) has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(ii) has ever had a judgment entered against it in an action for fraud, deceit, or misrepresentation by any court of competent jurisdiction;

(iii) has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a system similar to the Wireless Facilities, except that any such claims, suits or proceedings relating to insurance claims, theft or service, or employment matters need not be disclosed;

(iv) is financially solvent, by submitting financial data, including financial statements, that have been audited by a certified public accountant, along with any other data that the City may reasonably require; and

(v) has the financial and technical capability to enable it to maintain and operate the Wireless Facilities for the remaining term of this Agreement and is in the business of operating Facilities.

In addition, Company shall provide to the City information regarding any failure by the Company to comply with any provision of this Agreement or of any applicable customer or consumer service standards promulgated or in effect in the City’s jurisdiction at any point during the term of this Agreement.

(c) Notwithstanding the foregoing, the City's consent shall not be required in connection with the following circumstances, provided that Company is not released from the obligations under this Agreement and such transferee assumes this Agreement, including subsection (d) below:

(i) The Transfer from Company to an entity in which Company holds a controlling interest or to an entity which holds a controlling interest in the Company or and entity under common control with the Company, or an entity that is a successor by merger or other consolidation of the Company;

(ii) any entity acquires all or substantially all of the Company's assets in the market defined by the FCC in which the City is located;

(iii) Any Transfer in trust, a mortgage, or other instrument of hypothecation of the assets of the Company, in whole or in part, to secure an indebtedness, provided that such pledge of the assets of the Company shall not impair or mitigate the Company's responsibility and capability to meet all its obligations under this Agreement; or

(iii) Interconnection, license, or use agreements pursuant to which the Wireless Facilities may be used by another entity providing telecommunication services within the City, provided that any such interconnection, license, or use agreement is subordinate to this Agreement.

(d) Transfer by the Company shall not constitute a waiver or release of any rights of the City in or to its Public Way and any Transfer shall be expressly subject to the terms and conditions of this Agreement and not create any conflict with any applicable laws, rules, or regulations.

(e) A Transfer of this Agreement will only be effective upon the Proposed Transferee becoming bound to this Agreement by executing an unconditional acceptance of this Agreement or other assignment, agreement or other document reasonably provided by the Company and delivered to the City.

(e) As contemplated by subsection (c)(iii) above, the parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Wireless Facilities collocated on Company's Structures in the Public Way pursuant to this Agreement may be owned and/or operated by Company's third-party wireless carrier customers ("**Carriers**") and installed and maintained by Company pursuant to license agreements between Company and such Carriers. Such license agreements shall be subordinate to this Agreement. Such Wireless Facilities shall be treated as the Company's for all purposes under this Agreement provided that (i) Company remains responsible and liable for all performance obligations under the Agreement with respect to such Wireless Facilities; (ii) City's sole point of contact regarding such Wireless Facilities as it relates solely to this Agreement shall be Company; and (iii) Company shall have the right to remove and relocate such Wireless Facilities pursuant to the terms of this Agreement.

ARTICLE 7  
COMPANY INDEMNIFICATION; INSURANCE

7.1 No City Liability. The City shall in no way be liable or responsible for any loss or damage to property, or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of the Wireless Facilities. City will be liable only for its own conduct, subject to and without waiving any defenses, including limitation of damages, provided for in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101, et. seq.) or successor provision. Company agrees that the Rights-of-Way are delivered in an “AS IS, WHERE IS” condition and City makes no representation or warranty regarding their condition, and disclaims all express and implied warranties, including the implied warranties of habitability and fitness for a particular purpose.

7.2 Indemnification.

(a) Company shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorneys’ fees, arising out of Company’s intentional, reckless, or negligent performance hereunder or under the Ordinance. Company’s duty to defend City shall exist regardless of whether City or Company may ultimately be found to be liable for anyone’s negligence or other conduct. If City’s tender of defense, based upon this indemnity provision, is rejected by Company, and Company is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Company shall pay City’s reasonable costs, expenses, and attorneys’ fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Company to indemnify the City against the City’s own negligence or willful misconduct. The provisions of this Section 7.2 shall survive the termination or expiration of this Agreement.

(b) City assumes no responsibility for any damage or loss that may occur to Company’s property, except for negligent, willful or intentional damage to the property of Company caused by City. City has no responsibility for any maintenance of Company’s equipment, or for Company’s employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship

7.3 Insurance.

(a) The Company, at its own cost and expense, shall secure and maintain, and shall ensure that any subcontractor to the Company shall secure and maintain, during the term of this Agreement the following policies of insurance:

(i) Commercial General Liability Insurance. Commercial general liability insurance with the Salt Lake City Corporation included as an additional insured as their

interests may appear under this Agreement on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the amount of \$2,000,000 per occurrence with a \$3,000,000 general aggregate and \$3,000,000 products completed operations aggregate. The policy shall protect the City and the Company from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Company's operations under this Agreement. Such insurance shall provide coverage for premises operations, products and completed operations. The Company may utilize its umbrella policy to meet the required limits.

(ii) Commercial Automobile Liability Insurance. Commercial automobile liability insurance to include City as an additional insured as their interests may appear under this Agreement and providing coverage for owned, hired, and non-owned automobiles used in connection with this Agreement, with a combined single limit of \$2,000,000 per occurrence. The Company may utilize its umbrella policy to meet the required limits. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Company shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

(iii) Workers' Compensation and Employer's Liability. Worker's compensation with statutory limits pursuant to Utah law and employer's liability insurance with \$1,000,000 per accident/per employee disease/per policy disease. In the event any work is subcontracted, the Company shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(b) General Insurance Requirements.

(i) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (A) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (B) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

(ii) All policies of insurance shall be issued by insurance companies authorized to do business in the state of Utah and either (A) Currently rated A- or better by A.M. Best Company, or (B) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(iii) The Company shall furnish certificates of insurance, verifying the foregoing matters concurrent with the execution hereof and thereafter upon renewal.



(iv) If any-work is subcontracted, the Company shall require its subcontractor, at no cost to the City, to secure and maintain all insurance coverages required of the Company hereunder.

(v) Company shall use commercially reasonable efforts to provide City with written notice of any notice of cancellation of a policy at least 30 days prior to such cancellation, and a certificate of insurance as evidence of a successor policy complying with the requirements of this Agreement.

7.4 Damages Waiver. Notwithstanding any provision in this Agreement to the contrary, in no event shall any party be liable to any other party for indirect, special, punitive, or consequential damages, including, without limitation, lost profits.

## ARTICLE 8 ENFORCEMENT; TERMINATION

8.1 Company Defaults. The Company shall be in default of this Agreement in the event of any of the following:

(a) The Company fails to make timely payments of the Small Cell Fees, or any other fee due to the City under the terms of this Agreement, and does not correct such failure within 30 days after its receipt of written notice of such failure.

(b) The Company, by act or omission, defaults under any provision of this Agreement and such default is not cured within 30 days following written notice by City to Company, or such longer cure period as permitted by the City if the Company (i) commences corrective action during 30 days following notice of the failure, and (ii) is diligently pursuing such corrective action to completion.

(c) The Company becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its Facilities are sold under an instrument to secure a debt and is not redeemed by the Company within 60 days.

(d) A representative of the Company acting as an authorized representative of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City, that is fraudulent or in violation of a felony criminal statute of the State of Utah.

(e) Company abandons use of all Wireless Facilities for 12 consecutive months, except as otherwise provided in Section 4.9.

8.2 City Remedies. In the event of an uncured Company default, City shall maintain all its rights and remedies, at law and in equity, including the ability to charge fines, recover fees and costs, and remove the Wireless Facilities that are the subject of such default. Without limitation, City may do one or all of the following:

(a) Fine Company \$100 per day per non-monetary default until the non-monetary default is cured.

(b) Terminate or suspend any Public Way Permit or other permits held by Company that are the subject of such default.

(c) Withhold issuing any new permits to the violating party.

(d) If the violation is not cured within 180 days, or such longer cure period as may be permitted by City, City may remove and impound the Wireless Facilities that are the subject of such default until the violation has been cured.

(e) The City may terminate or revoke this Agreement and all rights and privileges hereunder, if there are two or more defaults in any twelve month period that affect all Wireless Facilities hereunder, or the City may terminate the specific Wireless Facility(ies) licensed hereunder in the event of a default pertaining to said Wireless Facility, if the default demonstrates a material disregard of the City's primary use of the Public Way at the respective site(s), including threatening the health and safety of citizens.

8.3 City Defaults. In the event there is a material breach by City with respect to any of the provisions of this Agreement or its obligations under it, Company shall give City written notice of such breach. After receipt of such written notice, City shall have 30 days in which to cure any breach, provided City shall have such extended period as may be required beyond the 30 days if City commences the cure within the 30 day period and thereafter continuously and diligently pursues the cure to completion. Company may not maintain any action or effect any remedies for default against City unless and until City has failed to cure the breach within the time periods provided in this Section. In the event of an uncured default by City, Company shall maintain all its rights and remedies provided at law, however, no remedy that would have the effect of amending the provisions of this Agreement shall become effective without a formal amendment of this Agreement.

#### 8.4 Company Termination.

(a) Agreement Termination. Company may terminate this Agreement or any Public Way Permit, in its sole discretion, by giving at least 30 days' written notice. Company shall not be subject to any penalty or fee for terminating this Agreement prior to the end of the term of the Agreement. Responsibility for Small Cell Fees shall cease upon removal of Company's Wireless Facility(ies), subject to Section 4.9 above and following payment of the Small Cell Fees for the year during which the Company's Facilities are removed.

(b) Termination of Use. Without terminating the Agreement, by giving at least 30 days' prior written notice, Company may terminate paying the Small Cell Fees for Wireless Facilities and/or Structures from which the Company has discontinued use and removed. City shall not provide partial reimbursement for termination of use during any partial year.

ARTICLE 9  
NOTICES

9.1 City Designee and Address. Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Agreement shall be delivered to the City at Housing and Neighborhood Development Division, Real Estate Services Manager, 451 South State Street, Room 425, P.O. Box 145460, Salt Lake City, Utah, 84114-5460, with a copy to the City Attorney, at 451 South State Street, Room 505A, P.O. Box 145478 Salt Lake City, Utah 84114-5478, and (b) such other offices as the City may designate by written notice to the Company.

9.2 Company Designee and Address. During the term of this Agreement, the Company shall maintain a registered agent on file with the Utah Division of Corporations for services of notices by mail, and an office and telephone number for the conduct of matters relating to this Agreement during normal business hours. Unless otherwise specified herein, all notices from the City to the Company pursuant to or concerning this Agreement or the Access Rights shall be delivered to:

Company:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attn: Network Real Estate
With Invoices to be sent to:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attn: Network Real Estate – Invoice Processing
Emergency Contact:	Network Operations Center: (800) 621-2622

ARTICLE 10  
MISCELLANEOUS

10.1 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof or thereof, all of which will remain in full force and effect for the term of this Agreement and the Ordinance or any renewal or renewals thereof.

10.2 No Waiver or Estoppel. Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any of such terms and conditions.

10.3 Amendment Approval Required. Except as otherwise provided above, no amendment or amendments to this Agreement shall be effective until mutually agreed upon by the City and the Company and an ordinance or resolution approving such amendments is approved by the City Council, if appropriate.

10.4 Utah Governmental Records Management Act. Whenever the Company is required to deliver to the City, or make available to the City for inspection, any records of the Company, and such records are delivered to or made available to the City with a written claim of business confidentiality which meets, in the judgment of the City, the requirements of the Utah Governmental Records Management Act ("GRAMA"), such records shall be classified by the City as "protected" within the meaning of GRAMA, and shall not be disclosed by the City except as may otherwise be required by GRAMA, by court order, or by applicable City ordinance or policy. Company specifically waives any claims against City related to disclosure of any materials as required by GRAMA.

10.5 Timeliness of Approvals. Whenever either party is required by the terms of this Agreement to request the approval or consent of the other party, such request shall be acted upon at the earliest reasonable convenience of the party receiving the request, and the approval or consent so requested shall not be unreasonably denied, delayed, conditioned or withheld, and shall comply with applicable law. Time is of the essence under this Agreement. Notwithstanding the foregoing, the City shall comply with all timelines set forth in the City Wireless Code, the State Code and all applicable state and federal laws, rules, regulations and orders. By executing this Agreement, Company does not waive any right to enforce its rights and remedies under federal law.

10.6 Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The Company represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

10.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Venue shall reside in Salt Lake City, Utah. In the event of any conflict between this Agreement, including the exhibits, and the City Wireless Code

or Ordinance as it exists on the effective date of this Agreement, this Agreement shall prevail, except as federal or state law may preempt or act to modify the City Wireless Code or Ordinance at present or in the future.

10.8 Entire Agreement. This Agreement contains all of the agreements of the parties with respect to any matter addressed in this Agreement, excluding any permits issued in connection with this Agreement, and supersedes all prior discussions, agreements or understandings pertaining to any such matters for all purposes.

10.9 Authority. Each individual executing this Agreement on behalf of the City and Company represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the City or Company (as applicable).

[Signatures on next pages.]

WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the day and year first above written.

**SALT LAKE CITY CORPORATION**, a  
Utah municipal corporation

\_\_\_\_\_  
Jacqueline M. Biskupski, Mayor

Date: \_\_\_\_\_

Attest and Countersign:

\_\_\_\_\_  
City Recorder

Date of Recordation: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Kimberly K. Chytraus, Senior City Attorney

Verizon Wireless (VAW) LLC d/b/a

Verizon Wireless

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_ )

:ss

County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me \_\_\_\_\_, who, being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, and that the foregoing instrument was signed on behalf of said company and said person acknowledged to me that he/she is authorized to execute such instrument on behalf of said company.

\_\_\_\_\_

NOTARY PUBLIC, residing in \_\_\_\_\_ County,

My Commission Expires:

\_\_\_\_\_

**Exhibit "A"**  
**Application Form**

CANDIDATE INFORMATION	
Location Name (if applicable)	
Address	
City, County, State, Zip	
Latitude	
Longitude	
Ground Elevation (AMSL)	
Overall Structure Height	
Proposed RAD Center	
Landlord Name	
Landlord Address	
Landlord Phone Number	
Landlord Email	
Owner Name (if different from landlord)	
Owner Contact Name, Email, and Phone Number (if different from landlord)	
Lease Area Description	
Zoning Classification of Property	
Zoning Concerns (sites w/concern require input into VZW COMET system)	
Construction Concerns	
Additional SAC Comments	





# MOTION SHEET

CITY COUNCIL *of* SALT LAKE CITY

---

**TO:** City Council Members

**FROM:** Kira Luke  
Policy Analyst

**DATE:** June 11, 2019

**RE: MOTION SHEET – New Cingular Wireless Master License Agreement for Small Cell  
Installation in the Right-of-Way**

---

## **MOTION 1 – ADOPT**

I move that the Council adopt an ordinance granting a Master License Agreement to New Cingular Wireless PCS, LLC.

## **MOTION 2 – NOT ADOPT**

I move that the Council not adopt the proposed ordinance and proceed to the next agenda item.





# COUNCIL STAFF REPORT

CITY COUNCIL of SALT LAKE CITY

**TO:** City Council Members

**FROM:** Kira Luke  
Budget & Policy Analyst

**DATE:** June 4, 2019

**RE:** Small Cell Wireless Facilities (SWF) New Cingular Wireless Master License Agreement (MLA)

**Item Schedule:**

Briefing: June 4, 2019

Unfinished Business: June 11, 2019

*Note: Public Hearing is not required*

## ISSUE AT-A-GLANCE

Small cell wireless facilities (SWF) add capacity and coverage on a wireless network. This benefits locations with a high density of telecommunication users, such as downtown. SWF are expected to provide part of the infrastructure for fifth-generation wireless technologies ("5G"). Each facility includes an antenna, radio and power meter, and needs connections to power and fiber optic cables. Wireless providers will install SWF on public-right-of-way infrastructure including existing and new monopoles, billboards, street lights, street signs, traffic poles, utility poles and other structures.



The Administration recommends the Council adopt ordinances for Master License Agreements (MLAs) with SWF providers. This process mirrors franchise agreements but is tailored to SWF antenna technology. An MLA is a general grant of permission to use the City's public-right-of-way. After receiving an MLA, a company must submit a permit application for each installation location.

The proposed MLA is for a term of 10 years with an automatic 10-year extension and allows New Cingular Wireless, PCS, LLC to install a network of Wireless Facilities and related structures in the public-right-of-way, subject to applicable permit approvals and design standards. Providers wishing to install fiber optic lines must also hold a franchise agreement with the City, which they hold through a partner company.

## Budget Impact

A small positive budget impact is expected as a result of a new MLA. The company will pay the City an annual fee equal to \$50 per utility pole, as permitted by State Code. This is in addition to standard permitting fees for associated construction.

## POLICY QUESTIONS

1. **Budget impact:** Most of the City's master license agreements derive from a standard template, which defers the fees set to state code. According to the Administration, they've observed a trend of decreasing revenue from telecommunications franchises. The Council may wish to ask, are there other ways to capture revenue from new technologies? This was mentioned during the FY20 annual budget; Council Members may want to ask the Administration for an update on any conversations that have taken place since.



2. **Digital Inclusion:** The Council may wish to ask if the Administration's forthcoming Digital Inclusion Policy may have a role to inform master license agreements like the one under consideration?

By way of example, in 2016, the City created a cooperation statement with Rocky Mountain Power to affirm mutual interest in progress toward the City's sustainability goals, which in turn informed the 5-year franchise agreement with Rocky Mountain Power. The Council may also wish to ask, has a similar arrangement with internet/telecommunication providers been considered as an avenue to pursue the City's digital equity goals?

3. **Ten-Year Term:** The Council may wish to ask the Administration, is a ten-year term reasonable, or is technology expected to advance in such a way that the agreement should be revisited sooner?

## **ATTACHMENTS**

1. "No Cell Left Behind" Wall Street Journal illustration
2. Small Cell Design Standards
3. Small Cell Administrative Background Information

# NO CELL LEFT BEHIND

Cellular service providers are changing their coverage strategy to fill in gap coverage.

## Current Strategy

Historically, tall towers have been used to provide coverage to several thousand people.

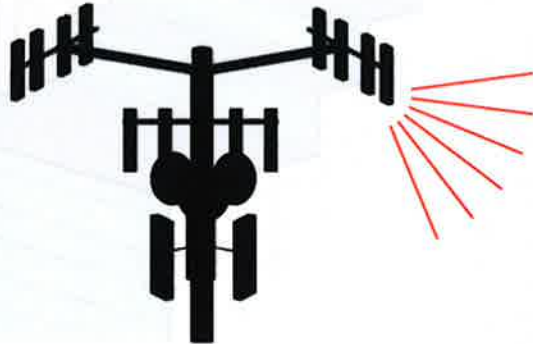
This area could be up to a 3-mile radius.

Towers are typically several hundred feet tall.

They can also be located on rooftops.



Multiple carriers can affix transmitters to these towers, operating on their respective frequencies.



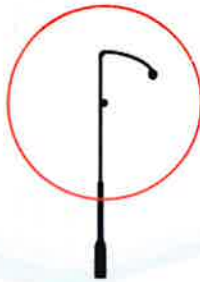
**Shortcomings** - While great for large areas, they can get congested when many people try to stream data simultaneously.

## New Strategy

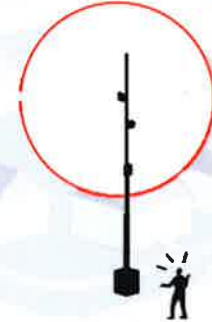
**Outdoors** - Small cells are increasingly being used to fill in gaps and improve capacity. They typically cover a few hundred feet and only about 100 users.

Providers are striking deals with municipalities to attach them to street lamps and utility poles.

They're also being placed atop newly installed poles on municipal land, such as the grass strips between the sidewalk and street. These can be 35 feet to 120 feet tall.



Some of these have been met with public opposition.



**Indoors** - Some small antenna systems are designed to serve dead spots in buildings, serving about 30 people.

This can cover a 10,000 to 20,000 square foot area.

Others are designed to serve concentrated indoor populations such as airports and mall.







# **SALT LAKE CITY** **SMALL CELL INFRASTRUCTURE** **DESIGN STANDARDS**



VERSION SEPT 1, 2018



.....  
**SALT LAKE CITY  
ENGINEERING**

A Division of Community  
and Neighborhoods

349 South 200 East,  
Suite 600  
Salt lake City, UT  
84111  
[SLC.GOV/engineering](http://SLC.GOV/engineering)



# **SALT LAKE CITY** **SMALL CELL INFRASTRUCTURE** **DESIGN STANDARDS**

VERSION SEPT 1, 2018

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# 1

# BACKGROUND AND PURPOSE

Pursuant to Utah Chapter 54.21, effective September 1, 2018, wireless service providers and wireless infrastructure providers are permitted to locate small wireless facilities in the public right-of-way. This network of low-powered micro antennas provide cellular and data coverage to supplement the provider's macro-cellular network. New small cell installations will improve the providers' ability to meet current and future consumer cellular and data needs.

These design standards provide design and aesthetic requirements and specifications that all small wireless facilities installed within the ROW must meet prior to installation within Salt Lake City boundaries. Small cells installed within the ROW are bound to these design standards.

Providers shall consider the aesthetics of the existing street lights and other City infrastructure near proposed small cell locations, with special attention given to the details of neighborhoods with unique street light assemblies. Unique assemblies may include mast arms, decorative pole bases, architectural luminaires, mounting heights, pole colors, etc.

## **THERE ARE SEVERAL DIFFERENT SMALL CELL INSTALLATIONS ARE PERMITTED WITHIN SALT LAKE CITY:**

- Attachments to utility poles and utility lines,
- Attachments to traffic signal poles,
- Attachments to streetlights,
- New freestanding installations (monopoles),
- Other attachments including but not limited to street signs, kiosks, etc.

## 1.2 DEFINITIONS

- **City** or **Salt Lake City** means Salt Lake City Corporation.
- **Design Standards** or **Standards** means these design standards adopted by the City.
- **FCC** means the Federal Communications Commission of the United States.
- **Monopole** means a new freestanding pole installation for the primary purpose of supporting a small cell. May also be used for lighting or signage as required by the City.
- **Provider** means a wireless service provider or wireless infrastructure provider.
- **Small cell** means the wireless facilities and equipment as defined in City Code Chapter 14.56.02, or its successor.
- **ROW** means the public way as defined in City Code Chapter 14.56.02.
- **RMP** means Rocky Mountain Power or its successor.
- **RF** means radio frequency.
- **Utility Pole** means, for purposes of these design standards, a utility pole owned by a third party utility company, such as RMP or CenturyLink.

## 2

# GENERAL STANDARDS TABLE

## 2.1 SMALL CELL EQUIPMENT

<b>AESTHETICS</b>	Equipment should match the aesthetics of the pole and surrounding poles.
<b>INTERNAL INSTALLS</b>	Equipment shall be installed within an existing pole when technologically feasible and always on a new pole. Any equipment installed within a pole may not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline.
<b>EXTERNAL SHROUDING</b>	The antenna shall be contained in a cantenna and any other equipment shall be contained in an equipment cabinet, unless the visual impact can otherwise be reduced by its location on the pole.
<b>ELECTRICAL SERVICE</b>	Requirements per RMP.
<b>WIDTH</b>	May not exceed in width the diameter of the pole by more than 3 inches on either side.
<b>SIDEARM (OFF-SET) INSTALLS</b>	If permitted, may not allow the furthest point of the enclosure to extend more than 18 inches from the pole.
<b>CONDUITS</b>	All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.
<b>HARDWARE ATTACHMENT</b>	All hardware attachments should be hidden. Welding onto existing equipment is not permitted.
<b>COLOR</b>	All equipment should be painted to match pole aesthetics. Paint should be powder coated over zinc paint. If a wood pole, the visible attachments and hardware shall be colored gray.

<b>EQUIPMENT CABINET ACCESS DOORS</b>	Lockable access door sized to install, maintain, and remove all small cell equipment as needed shall meet provider's requirements. Utility access shall be per RMP requirements.
<b>CABLES</b>	All cables should be clearly labeled for future identification.
<b>CANTENNAS</b>	<p>Cantenna must be mounted directly on top of the pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and cantenna is required.</p> <p>Cantenna should be maximum of 14 inch diameter.</p>
<b>STICKERS</b>	Any on-pole cabinet and ground mounted utility box should be labeled a (1) RF warning sticker, background to match pole color, no larger than 4 x 6 inches. Facing to the street near the elevation of the antennae, (2) 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number, and (3) No advertising, logos or decals.
<b>LIGHTS</b>	There shall be no lights on the equipment unless required by federal law.
<b>GROUND MOUNTED EQUIPMENT BOX</b>	Must meet and follow existing City ordinances for ground mounted utility boxes and be attached to a concrete foundation.
<b>HEIGHT OF EQUIPMENT ON POLE</b>	The lowest point may not be lower than 8 feet from the grade directly below the equipment enclosure.
<b>POWER METER</b>	As required by RMP and in a location that (1) minimizes its interference with other users of the City's right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the right-of-way, and (2) minimizes its aesthetic impact.

## 2.2 NEW AND REPLACEMENT METAL POLES

POLE STYLE	Round. Pole should match aesthetics of surrounding street lights. Pole extension on traffic signal pole should match the rest of the pole.
POLE CONNECTION	Attachments to the side of a pole must be placed perpendicular to the street away from the vehicular traffic.
COLOR	<p>A pole and pole extension shall be galvanized in accordance with AASHTO M 111.</p> <p>A pole and pole extension shall be painted to match existing street light aesthetics, paint shall be powder coated over zinc paint (Pole shall still be galvanized).</p>
HEIGHT	Any pole with a collocated small cell shall not exceed 50 feet including the equipment. Pole shall be measured from the top of the foundation to the top of the antenna.
DESIGN WIND VELOCITY	All structural components of small cell pole, standard, base, equipment cabinet, couplers, anchor bolts, luminaires, cantenna, and other attachments to be used shall be designed for a minimum of 115 MPH wind velocity, in accordance with AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, TIA-222 rev G and ASC 710 with IBC 2012 (or latest standard), plus amendment for snow loading and other local conditions. Any pole not meeting these requirements may not be used for a small cell attachment, or must be replaced.
CONDUITS	All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.
STICKERS	On each pole, a (1) RF warning sticker, background to match pole color, no larger than 4 x 6 inches. Facing to the street near the elevation of the antennae, (2) 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number , and (3) No advertising, logos or decals.

## 2.3 GENERALLY APPLICABLE REQUIREMENTS

**Any small cell is collocated on a pole must comply with the following requirements:**

- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines, or along secondary property street facing.
- With appropriate clearance from existing utilities.
- Preferably equidistant from adjacent poles.
- In a single family neighborhood, noise limit to be 5dBA above ambient sound, not to exceed 30 dBA as measured at a property line. Other noise regulations may apply. If the facility does not generate noise, include this information in the submittal so information can be shared with neighborhood.
- Providers shall consider the aesthetics of existing street lights and street furniture in the neighborhood of the proposed small cell locations.
- These aesthetic considerations and accommodations are to be included in the application submittal.
- All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interferes with the operation and maintenance of signal lights, signage, street lights, street furniture, fire hydrants, or business district maintenance.
- Minimize impact to the aesthetics of the existing poles.
- New poles should match aesthetics of adjacent poles.

### **LOCATION PREFERENCES:**

- On-strand attached to a utility pole
- Attachments to utility poles
- Attachment to plain wood or metal street lights
- Installation of monopoles
- Attachment to traffic signal poles
- Attachment to enhanced service area street lights

## SMALL CELL EQUIPMENT SHALL BE MOUNTED ON OR HIDDEN INSIDE THE POLE AS FOLLOWS:

- Antenna: Inside a cantenna.
- Monopoles: all equipment inside monopole in base cabinet.
- Utility poles and wood poles: All equipment located on poles if allowed by pole owner, and anything not on the pole to be located in a ground mounted utility box. Fiber in conduits flush with pole.
- Traffic signal poles: All equipment in ground mounted utility box. Fiber inside pole in a conduit (if conduit is not available, pole cannot be used).
- New / replacement metal street light poles: all equipment inside pole in round base cabinet.
- Decorative street lights – replace with equipment inside pole Reusable deviations from these standards shall be approved by Salt Lake City prior to installation.
- Enhanced service area street lights – Replace existing street light with matching street light and all equipment inside pole
- Deviations from this guide may be approved if reasonable on a case-by-case basis by Salt Lake City prior to installation.
- The specifications provided in this chapter are for single carrier with single technology installations within the ROW only. Dual carrier, dual technology installations, or small cell locations not in the public ROW may vary from these guidelines with Salt Lake City approval.
- Placed so as not to interfere with normal operation and maintenance of street light or other street appurtenances.
- Radiation certified to be at safe levels by A non-ionizing radiation electromagnetic radiation report (NIER) shall be submitted to the pole owner and retained on file for equipment type and model.
- The NIER report shall be endorsed by Qualified professional. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
- City workers and contractors to have ability to easily shut off radio signals and power while working on pole. (And we have the right to turn off or disconnect for necessary operations).

- Attachments to a pole or any new or replacement pole should have a smooth transition between the small cell and the pole and (except for the top of a cantenna) shall not have any flat surface of more than 1.5 inches to prevent creation of a ledge.
- New small cell facility must be encased in a separate conduit than any City electronics

### POWER AND GROUND MOUNTED UTILITY BOXES

- Back up batteries must be in a ground mounted utility box, or underground where possible.
- A separate meter and disconnect is required for both the power and the cell signal that can be accessed and operated by street lighting maintenance personnel.
- Must have metered power.

### STANDARDS FOR SMALL CELL FACILITIES WITHIN A LOCAL HISTORIC DISTRICT OR ADJACENT TO A LOCAL LANDMARK SITE.

In order to maintain the character of a historic district or conservation district, each as contemplated in Chapter 21A of this code, all wireless facilities and new structures in a historic district or a character conservation district must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts. The placement of small wireless facilities on existing structures or new poles shall be subject to the following:

- Installation of small cell facilities within a local historic district or adjacent to a local landmark site shall require a Certificate of Appropriateness subject to the procedures and standards found in 21A.34.020. Such an installation may be considered for an administrative approval as a minor alteration.
- New and replacement structures must be of monopole design; lattice structures and wooden structures will not be permitted.
- Small cell facilities shall not be installed on existing or new poles located in front of a building designated as a local landmark.
- The design of wireless facilities and related new structures must be integrated with existing buildings, structures and landscaping, including considerations of height, color, style, placement, design and shape.

**Also see Technical Specifications in Section 8.**



# 3

## ATTACHMENTS TO THIRD PARTY UTILITY POLES



### 3.1 PURPOSE

This chapter of the standards for attachment of a small cell facility to a third party pole. A small cell attachment will conform to pole owner's attachment standards.

### 3.2 STANDARDS

Any attachment to a utility pole or utility line must first be approved by the owner of the utility pole. This includes attachment of overhead fiber and on-strand attachments proposed to attach to a utility pole. These standards apply whether attachment is to an existing utility pole, or if the owner requires installation of a replacement pole. A new utility pole installed for the purpose of attaching a small cell is not permitted but would be treated as a monopole.

# 4

## ATTACHMENTS TO TRAFFIC SIGNAL POLES



### 4.1 PURPOSE

This chapter of the standards governs attachment of a small cell to the top of an unused traffic signal upright pole. A small cell may not be placed on a traffic signal upright pole where there is a luminaire attached.

### 4.2 STANDARDS

All provider equipment other than the antenna shall be housed inside a ground mounted utility box or hidden within the cantenna. The antenna may only be attached to the top of the upright pole. No provider equipment shall be strapped to the outside of the signal pole or on a side arm extension.

#### **No physical, electrical, or radio interference by the small cell with the traffic signal:**

The provider needs to provide analysis that the proposed small cell shall not cause any interference with City public safety radio system, traffic signal, emergency signal control devices, radio read water meters, “smart” street lights, future “smart city” applications, other city communications components, or any other unforeseen interferences.

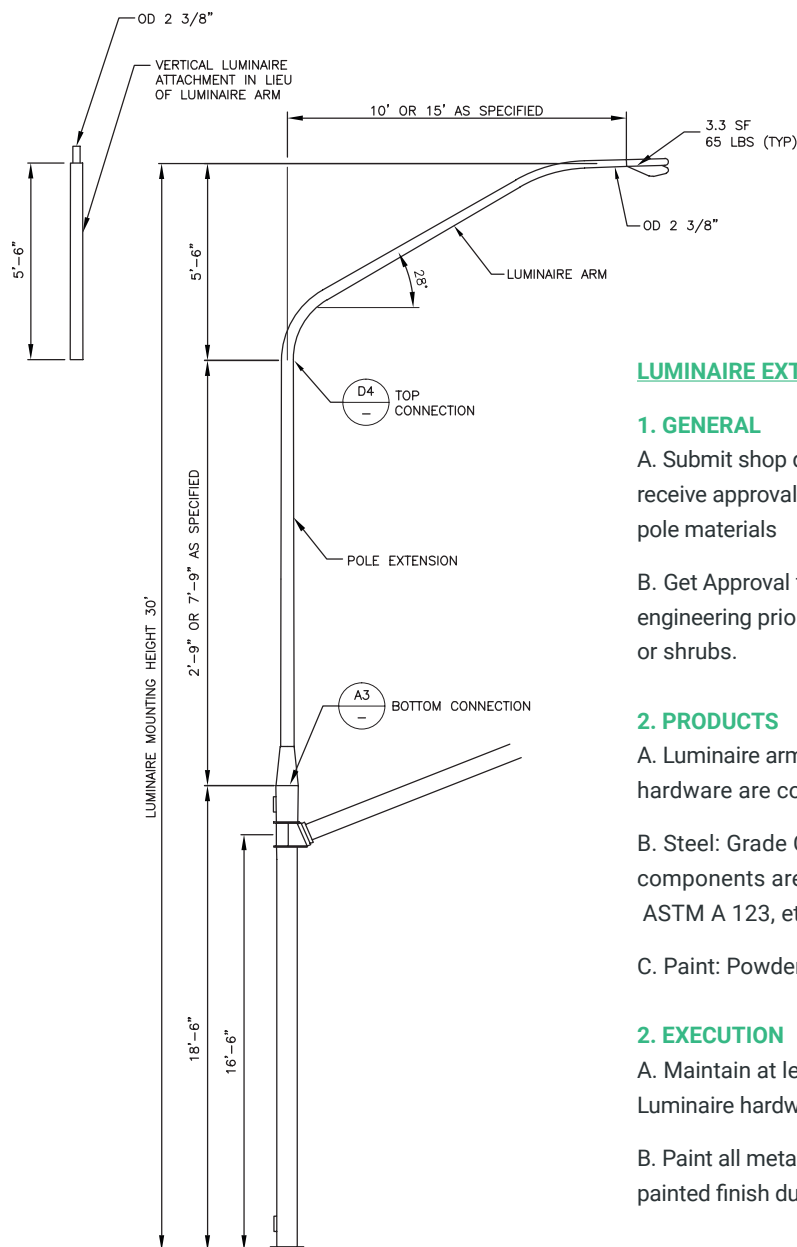
**Figure 4-1: Small Cell Assembly on a Traffic Signal**

Placeholder for Traffic Signal Diagram

## 4.3 PLACEMENT REQUIREMENTS

- Located on existing traffic signal upright pole

**Figure 4-2: Traffic Signal with Luminaire light extension  
(Luminaire to be replaced by small cell installation)**



### LUMINAIRE EXTENSION

#### 1. GENERAL

A. Submit shop drawing to engineer and receive approval prior to ordering signal pole materials

B. Get Approval from city forester and engineering prior to trimming any trees or shrubs.

#### 2. PRODUCTS

A. Luminaire arm or extensions and related hardware are contractor furnished items.

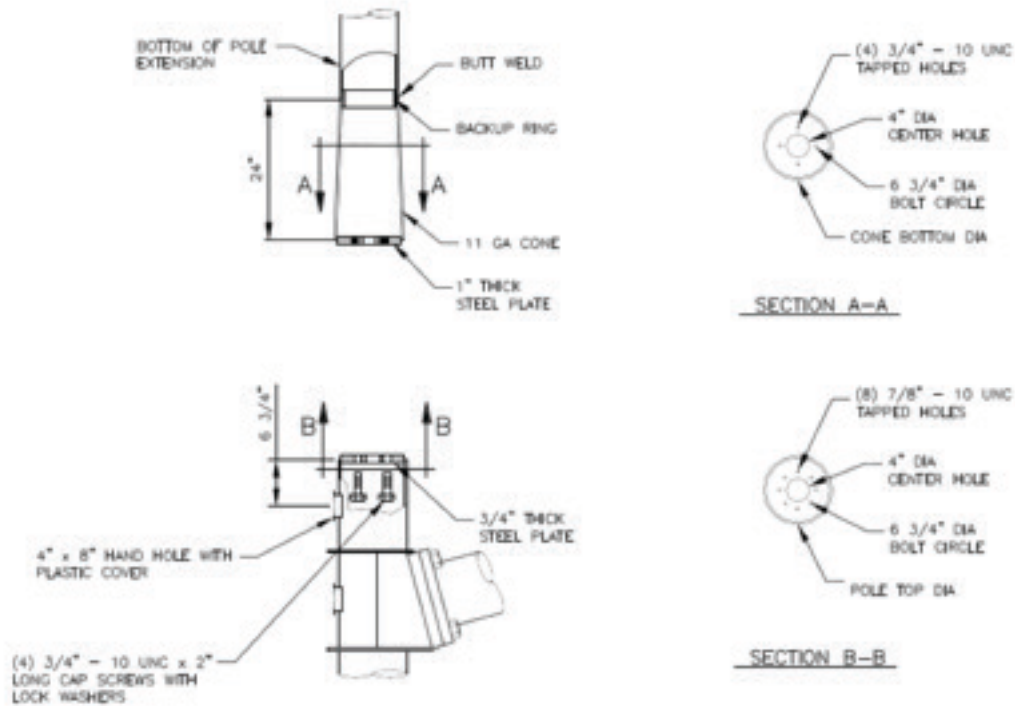
B. Steel: Grade C, ASTM C 570 all steel components are hot-dipped galvanized, ASTM A 123, etched, and painted black.

C. Paint: Powder coat gloss black.

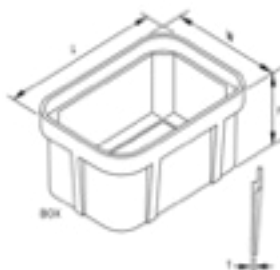
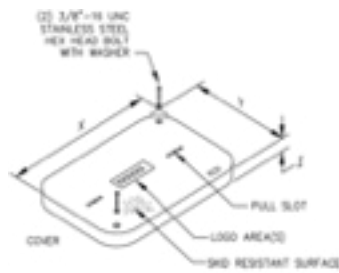
#### 2. EXECUTION

A. Maintain at least 10' clearance from all Luminaire hardware to overhead power lines.

B. Paint all metal components. Do not damage painted finish during transport and placement.

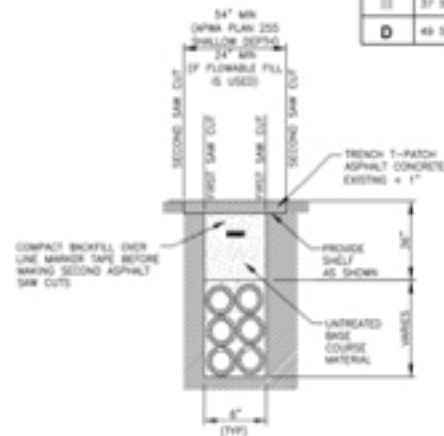


A3 BOTTOM CONNECTION  
SCALE: NTS

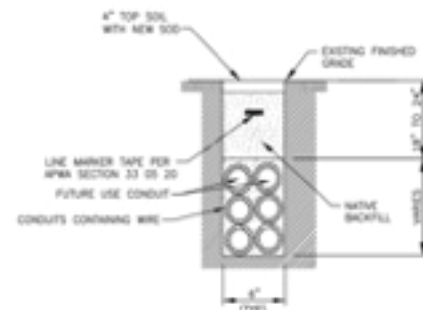


**A4** JUNCTION BOX AND LID DIMENSIONS  
SCALE: NTS

TYPE	L	W	H	T	X	Y	Z	TER
I	30 1/4	13 3/8	24	1 1/2	16 1/8	11 1/4	1 3/8	22
II	32 1/4	19 1/4	24	1 1/4	30 1/2	17 1/2	2	22
III	47 5/8	26	24	2	35 5/8	24	3	22
D	49 5/8	32 1/8	24	2	47 5/8	30 1/8	3	22



**A3** ROADWAY TRENCH DETAIL  
SCALE: 4/8"



A1 LANDSCAPE TRENCH DETAIL  
SCALE: 1/8" = 1'-0"

# 5

## ATTACHMENTS TO STREET LIGHTS



### 5.1 PURPOSE

This chapter governs small cell attachments to a street light. Three different types of small cell installations are permitted on street lights, including:

- Collocating small cell equipment on plain (non-decorative) wood or metal street light poles.
- Replacing an existing or adding a new wood or metal street light pole so that small cell equipment can be attached.
- Collocating on enhanced service area street light poles.

### 5.2 STANDARDS

All provider equipment shall be housed internal to the equipment cabinet or hidden behind the antenna. No provider equipment shall be strapped to the outside of the pole.

On an existing pole, the equipment excluding the antenna shall be shrouded in an equipment cabinet if on the pole, otherwise shielded from view (for example, behind a sign), hidden within the antenna, or contained in a ground mounted utility box.

On a new street light, the provider may house the equipment inside the pole structure in an equipment cabinet at the base of the upper pole.



A base equipment shall be round with a preferred diameter of a base cabinet 16- inch with a maximum 20- inch diameter.

The meter shall be contained in a ground mounted utility box, unless permitted to be inside an equipment cabinet as approved by RMP.

New street lights or replacement street lights shall comply with the City Street Lighting Master Plan, which provides guidance on luminaire design aesthetics, lighting level criteria, typical street light spacing, and street light details.

- All equipment height shall be above the ground at least 8 feet. If the small cell equipment orients toward the street, the attachment shall be installed no less than 16 feet above the ground.
- Equipment should be oriented away from the street.
- The size of small cells should be minimized as possible to minimize visual impact without interfering with the small cell operation.
- Equipment may not block visibility of street light banners.

An example of an unacceptable small cell installation, and acceptable installation can be found in [Figures 5-1](#) and [5-2](#).

**Figure 5-1: Unacceptable**



**Figure 5-2: Acceptable**

Conduit, mounting bracket, and other hardware must be hidden from view

Cantenna must include a smooth transition between upper pole and cantenna attachment

Upper pole shall be smooth and straight, with 1.5- inch (max.) of flat surface where mounted to the equipment cabinet

Equipment cabinet must be round. 16- inch diameter is preferred, 20- inch diameter max.

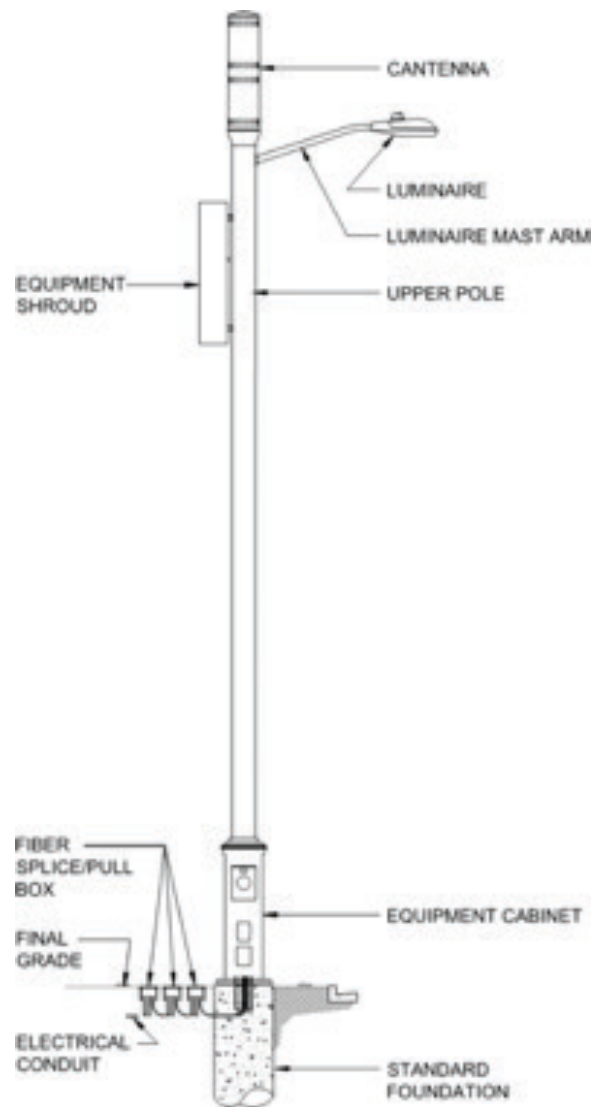


- Attachments to an enhanced service area light pole cannot change overall character of light or proportion of the luminaires with the placement of a cantenna. The lighting level of service cannot be decreased.
- All new luminaires shall be the same height as adjacent street lights.
- City may require a new street light in lieu of a monopole.
- Wood poles only allowed by approval in areas that are predominately wood or when replacing an existing wood pole.

**Figure 5-3: Attachment to Wooden Street Light Pole**



Figure 5-4: Combination Street Light Pole with Cantenna and Equipment Shroud



# 6

## INSTALLATION OF MONOPOLES



### 6.1 PURPOSE

This chapter of the Standards is to be used when installing a freestanding small cell installation, referred to as a monopole..

### 6.2 STANDARDS

All small cell carrier equipment excluding the antenna shall be housed internal to an equipment cabinet at the base of the pole or hidden behind the cantenna. No provider equipment shall be strapped to the outside of the monopole.

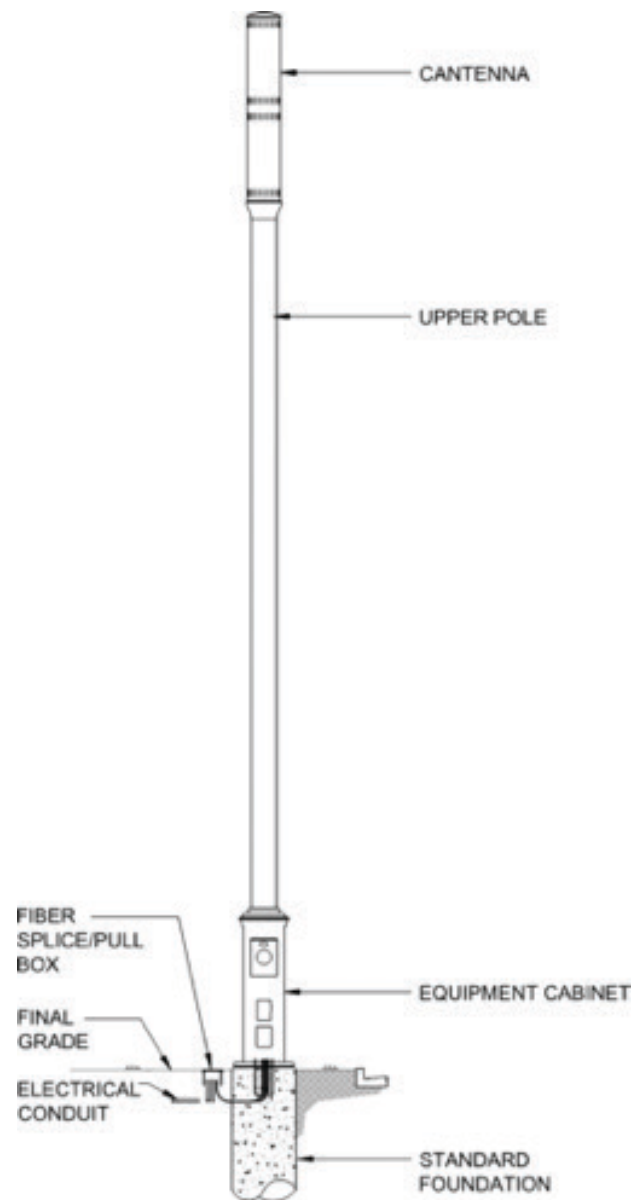
- Monopoles to coordinate with neighborhood pole style and material type.
- New monopoles must be metal (aluminum or steel).
- Ownership of monopoles is to remain with the provider. City reserves the right to attach any sign (such as a no parking sign) on the monopole.
- At least 15% of the pole design structural capacity shall be reserved for future City installations.
- All new poles must have appropriate clearance from existing utilities.

**Figure 6-1: Unacceptable Monopole Installation**

**Figure 6-2: Acceptable Monopole Installation**

Freestanding small cell pole components include the foundation, equipment cabinet, upper pole, antenna, and all hardware and electrical equipment necessary for a complete assembly, as shown in [Figure 6-3](#)

**Figure 6-3: Monopole**



## 6.3 PLACEMENT REQUIREMENTS

All monopoles shall be privately owned and must be permitted by Salt Lake City engineering via the ROW Permit Requirements as outlined in the Master License Agreement.

- Preferred location for new pole is generally on property line to avoid interference with building face, views, business signage, pedestrian flow, etc.
- In a manner that does not impede, obstruct, or hinder pedestrian or vehicular travel.
- So as not to be located along the frontage of a Historic building, deemed historic on a federal, state, or local level.
- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines, or along secondary property street facing.
- Within the street amenity zone whenever possible.
- In alignment with existing trees, utility poles, and street lights.
- Equal distance between trees and other poles when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
- With appropriate clearance from existing utilities.
- Outside of the 20-foot equipment clear zone (for base cabinets less than 18-inches in diameter) or 30-foot clear sight triangle (for base cabinets equal to or greater than 18-inches in diameter) at intersection corners as shown in Figure 6-7.
- 10 feet away from the triangle extension of an alley way flare.
- Shall not be located within 100 feet of the apron of a fire station or other adjacent emergency service facility.

## STANDARDS FOR MONOPOLES RESIDENTIAL STREETS LESS THAN 60 FEET WIDE:

Residential zones: A wireless provider may not install a new utility pole in a public way adjacent to a residential zone, if the curb to curb measurement of the street is 60 feet wide or less as depicted on the official plat records or other measurement provided with the application, unless the City has given prior written consent based on evidence provided that demonstrates:

- There is insufficient wireless service to meet the demand in the immediate vicinity.
- There are no other feasible options to provide adequate service along the residential street.
- Preferred to be between curb and sidewalk in park strip. If no park strip is available, consider a corner installation before an installation on lawn.

**Figure 6-4** shows freestanding small cells which is preferred to be a minimum of 250 feet apart radially. This radius extends around corners and into alleys. They shall be located in line with trees, existing street lights, utility poles, and other furniture located in the amenity zone, as shown in **Figure 6-5**.

**Figure 6-4: Freestanding Small Cell spacing radius**

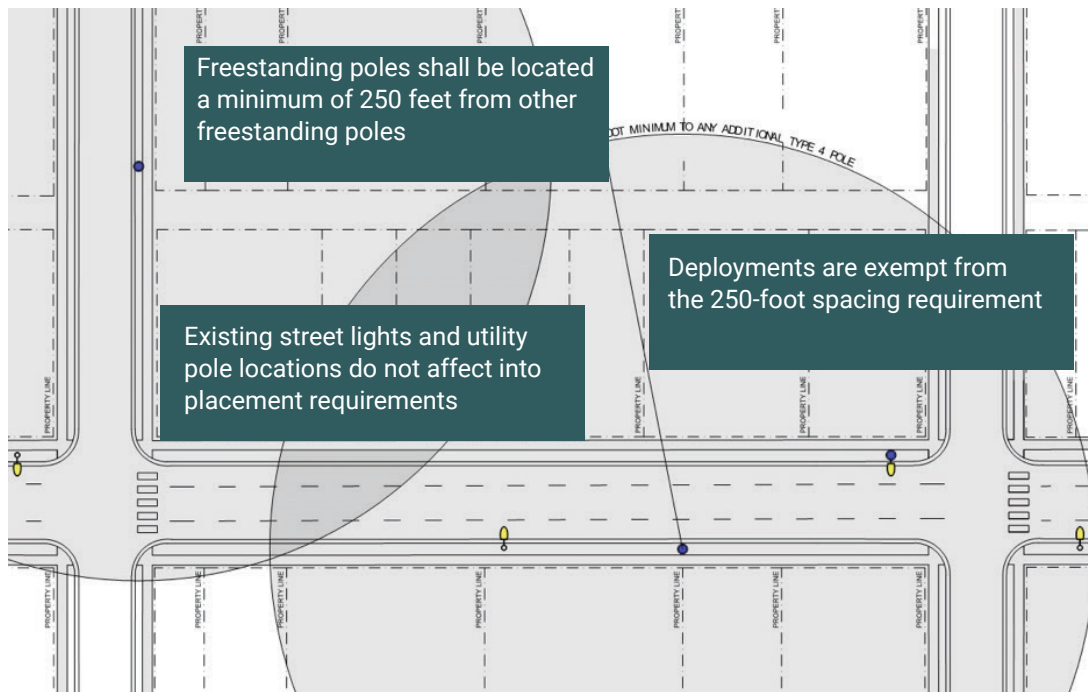
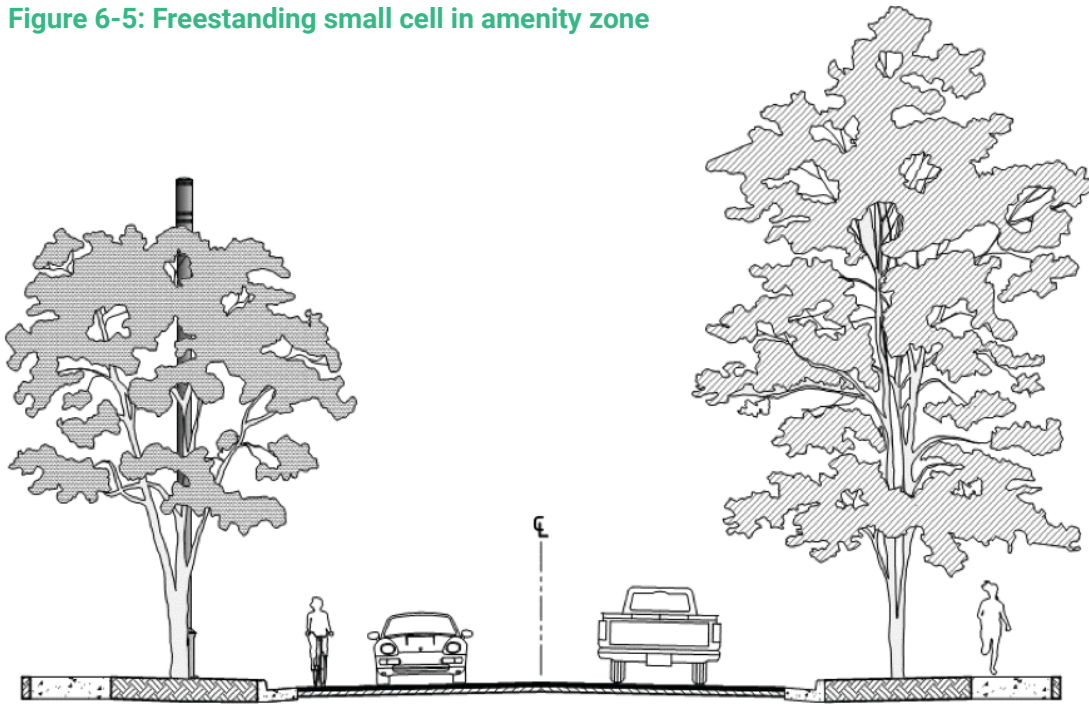
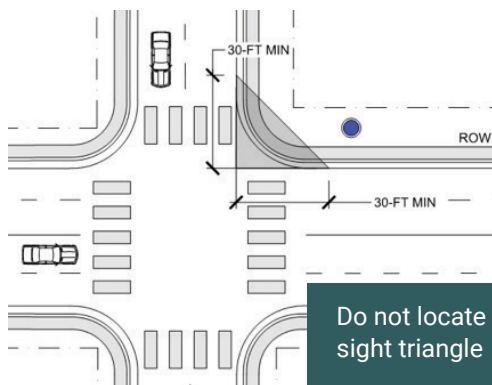


Figure 6-5: Freestanding small cell in amenity zone



Freestanding small cells shall be located such that they in no way impede, obstruct, or hinder the usual pedestrian or vehicular travel, affect public safety, obstruct the legal access to or use of the public ROW, violate applicable law, violate or conflict with public ROW design standards, specifications, or design district requirements, violate the Federal Americans with Disabilities Act of 1990, or in any way create a risk to public health, safety, or welfare.

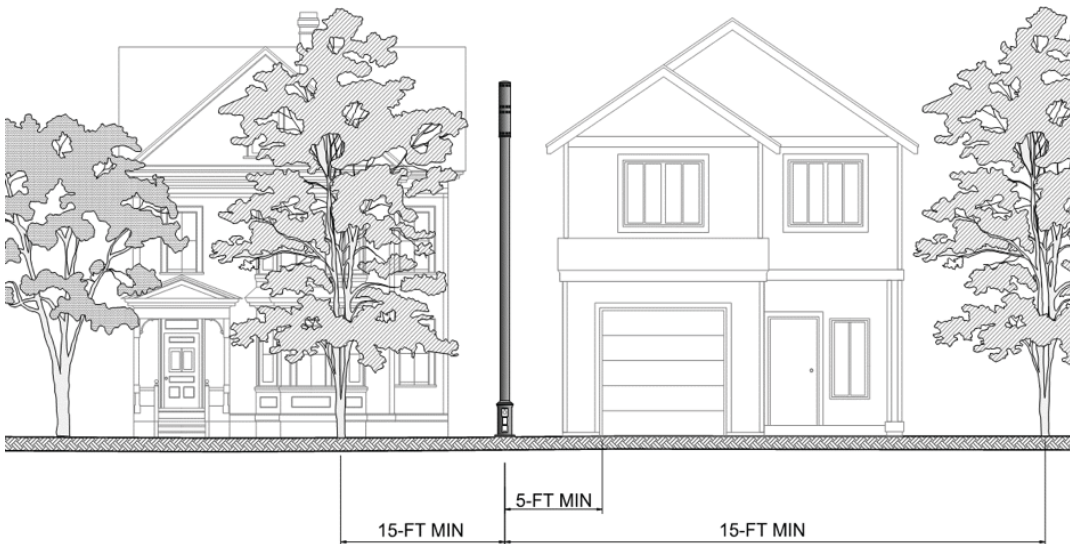
Free standing small cells shall be located within the ROW and off set from the sidewalk as shown in [Figure 6-6](#).





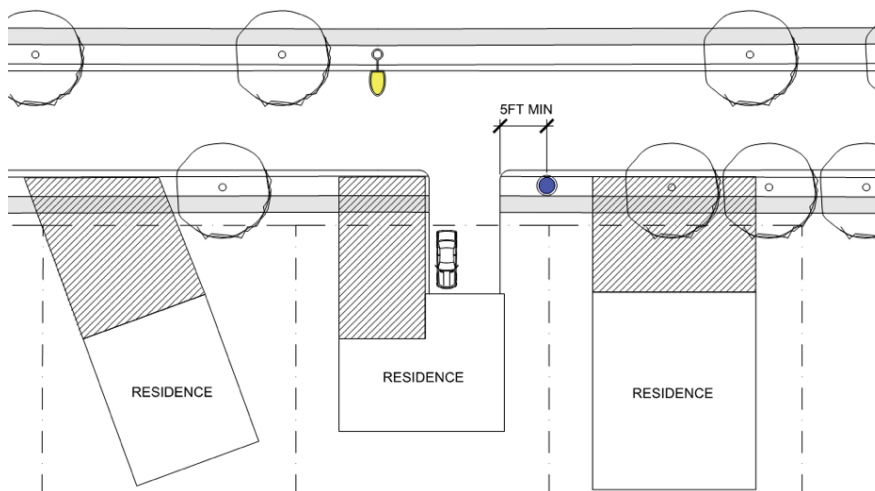
Freestanding small cells shall be located at intersecting property lines as much as possible. Whenever possible, the freestanding small cell shall be located on the secondary street. Small cells shall also be located a minimum of 15 feet away from trees to prevent disturbance within the critical root zone of any tree, as shown in **Figure 6-7**.

**Figure 6-7: Freestanding small cell location between property and trees**



The small cells shall not be installed between the perpendicular extension of the primary street-facing wall plane of any single or two-family residence as shown in **Figure 6-8**.

**Figure 6-8: Freestanding Small Cell between property lines**



Do not locate small cell in the perpendicular extension of the primary street-facing wall plane

Do not locate small cell in front of driveways, entrances, or walkways

When located adjacent to a commercial establishment, such as a shop or restaurant, care should be taken to locate the small cell such that it does not negatively impact the business. Small cells shall not be located in-front of store front windows, primary walkways, primary entrances or exits, or in such a way that it would impede a delivery to the building. Small cells should be located between properties as much as possible as shown in **Figure 5-9**.

**Figure 5-9: Small Cell in Commercial Area**



# 7

## OTHER ATTACHMENTS (KIOSK, ETC.)



### 7.1 PURPOSE

This chapter of the Standards is to be used for small cell installations on other City owned assets located in the public way such as kiosks and signs.

### 7.2 STANDARDS

All small cell facilities proposed to be installed on kiosks or signs within the public way shall be approved by Salt Lake City prior to installation.

Salt Lake City owns a small number of kiosks located within the public way. The Kiosks are generally small structures used for advertising local events. Installation of small cell facilities on a kiosk will require all equipment to be installed within the kiosk or the roof structure with a cantenna extending above the roof. The design of the facility must take into account the architectural design of the kiosk and the surrounding development to accomplish the goal of integrating the facility and limiting its visual impact.

Utah Code Chapter 54.21 allows the installation of small cell facilities on signs located within the public way. Most signs in the public way are related to public safety, traffic and parking regulation and provide directional information. Salt Lake City will consider the placement of small cell facilities on pole signs located within the public way only when it can be demonstrated that the small cell facility will not create any hazard for pedestrians cyclists or motor vehicles, visibility of adjacent buildings is not unduly impaired and that the existing structure can adequately handle the structural requirements for such a facility.

## 7.3 BASIS OF DESIGN

The small cell facility design and installation shall be compatible with the aesthetics of existing kiosks or signs. The provider shall perform a visual prior to submitting a permitting application to determine existing aesthetics. The small cell components shall be sized to be proportional and limit the potential impact along the streetscape.

### DESIGN STANDARDS FOR KIOSKS

- All hardware connections shall be hidden from view.
- Equipment installed on kiosks should be shrouded under the kiosk cap or roof.
- The antenna may extend a maximum of 5 feet above the kiosk cap or roof.
- The antenna assembly will be circular with cabling shrouded or enclosed.
- The antenna shall match the color of the kiosk or utilize another color that best minimizes the visibility of the antenna.
- The small cell facility must meet all appropriate structural standards and wind loading specifications.
- The small cell facility shall be architecturally compatible with the design of the kiosk and create a cohesive aesthetic.

### DESIGN STANDARDS FOR SIGNS

- Small cell facilities attached to freestanding Salt Lake City owned pole signs in the public way shall only be allowed on existing signs poles.
- The small cell antenna shall only be installed on top of the sign pole.
- The small cell antenna shall extend a maximum of 5 feet above the height of the existing sign pole and shall be installed above the sign mounted on the pole.

# 8

## TECHNICAL SPECIFICATIONS

The following sections describe in detail the foundation and electrical specifications. All work completed in the ROW must be in accordance with Salt Lake City Design Standards.

This work consists of furnishing and installing foundations, small cell poles, conduit, junction boxes, cable, wiring, junction boxes, and incidental materials for small cell installation in accordance with these specifications and in conformance with the details, lines, grades, and locations shown on the plans.

### MATERIALS

**Small Cell facilities' materials shall conform to Small Cell and Electrical Materials.**

**A) FOUNDATIONS.** Concrete bases and equipment pads shall be pre-cast or cast-in-place concrete per the City standard to meet ACI 318. A complete foundation includes the concrete, reinforcing steel, anchor bolts, leveling nuts, conduit stubs, ground rod and wire, excavation and backfill, restoration, accessories as required to provide a complete unit. Banner arm (if required) wind loading shall be incorporated into light standard structural design.

**B) SMALL CELL STANDARD.** A complete light standard includes the metal upper pole, mounting bracket, mast arm(s), cantenna, equipment cabinet, base, grounding system, and all hardware. The upper pole shall have a handhole at the top to maintain City fiber and street light electrical service. An optional handhole shall be provided at the bottom of the upper pole if fiber and electrical service cannot be accessed from the equipment cabinet.

Pole and mast arm or arms shall be the type and size shown on the plans.

**C) CONDUIT.** Conduit includes conduit, trenching, backfill, jacking, augering, fittings, drainage tees, sealing, restoration, and accessories as required to provide a complete installation.

**D) ELECTRICAL WARNING TAPE.** Detectable electrical warning tape shall consist of pre-manufactured non-adhesive polyethylene material that is unaffected by acids, alkalines, and other soil components. The color of the tape shall be red, and it shall be, at a minimum, 3.5 mils thick and 6 inches wide. Its tensile strength shall be 2,500 psi lengthwise.

The electrical tape shall include the following identification printed in black letters continuously along the length of the tape: "CAUTION BURIED ELECTRIC LINE BELOW".

The identification note and color of tape shall conform to the requirements of the "American Public Works Association (APWA) Uniform Color Codes (Red) – Electrical Power Lines, Cables, Conduit and Lighting Cables."

**E) CONDUCTORS.** Conductor includes control wiring, luminaire wiring, main circuit wiring, ground wiring, service entrance wiring, pulling, splicing, connections, testing, and all other wiring necessary for a complete installation.

**F) PULL BOXES.** Pull box includes pull box, cover with bolts, excavation, gravel base, backfill, sealing, restoration, and accessories as required to provide a complete installation.

**G) MATERIALS LIST.** At the preconstruction conference the Contractor shall submit to Salt Lake City three copies of a list of all materials and equipment to be incorporated into the work. The Contractor shall include the following items on the list:

- Small cell standards
- Pull Box
- Fuse holders
- Conductors
- Conduit
- Wireless Lighting Control and Monitoring System
- Small cell foundations
- Equipment pads
- All other items required for a complete installation

Salt Lake City will return lists that are incomplete or that include unacceptable materials to the Contractor for correction and re-submission.

The Contractor shall not order materials or equipment until Salt Lake City and the party or agency responsible for maintenance have reviewed and approved the materials and equipment list. Salt Lake City' approval of the list shall not relieve the Contractor responsibility for the proper functioning of the completed installation.

## GENERAL

All work shall conform to these specifications and the National Electrical Code (NEC) when the small cell pole is owned by Salt Lake City or the provider, or the National Electrical Safety Code (NESC) when the small cell pole is owned by Rocky Mountain Power.

The Contractor and/or provider shall keep fully informed of and comply with all Federal, State, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which may affect those engaged or employed on the work, or affect the conduct of the work. The Contractor and/or provider shall protect and indemnify Salt Lake City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor and/or provider, the subcontractors, suppliers of materials or services, or their employees



Each system shall be installed as shown on the plans or as designated. The Contractor and/or provider shall furnish and install all incidentals necessary to provide a complete working unit or system.

### **CONCRETE FOUNDATION PADS AND SMALL CELL STANDARD FOUNDATIONS.**

Foundations shall be installed as shown on the plans, complete with grounding. The Contractor and/or provider shall test and report soil conditions to Salt Lake City as necessary to ensure proper installation of foundations. Foundations shall be installed at the final grade.

All anchor bolts shall be positioned by means of steel templates. The center of the template shall coincide with the center of the foundation. Anchor bolt size and 19.5-inch bolt circle shall accommodate a 16-inch equipment cabinet per manufacturer's requirements. Anchor bolt size and 23.5-inch bolt circle shall accommodate a 20-inch equipment cabinet per manufacturer's requirements.

All small cell standard foundations shall be as detailed.

Conduits shall be properly positioned and anchored before the concrete is placed.

Coordinate the base setback and orientation with Salt Lake City.

All foundations shall have ground rods conforming to the NEC or NESC. All foundations on structures shall be grounded to the structural steel by a method that is in accordance with the NEC or NESC and which is approved by Salt Lake City.

Concrete shall be Class B.

Anchor bolts shall be designed by the Contractor's and/or provider's engineer or as shown on the working drawings. The threaded ends of the anchor bolts, the nuts, and the washers shall be galvanized in accordance with ASTM A153.

### **ALL POLES AND CANTENNA STANDARDS**

Metal small cell standards shall be fabricated of steel unless otherwise approved by Salt Lake City. Whenever Small Cell Standard Metal is specified, the Contractor and/or provider shall furnish galvanized steel. The Contractor and/or provider may furnish aluminum small cell standards if Salt Lake City gives approval. Material type and shape of small standards shall be the same throughout the design district, unless otherwise approved by Salt Lake City.

All standards shall have weatherproof cable-entrance grommets located in conformity with the type of mounting used. Metal surfaces shall be free of imperfections marring the appearance and of burrs or sharp edges that might damage the cable.

All metal poles shall be straight and shall be supplied with polecaps when applicable.

Steel mast arms shall be made of Schedule 40 standard steel pipe conforming to

ASTM A 53.

All steel poles, mast arms and base flanges shall be hot-dip galvanized in accordance with ASTM A 123. Units on which the spelter coating has been damaged shall be repaired as provided in AASHTO M 36, or other approved method.

Base flanges for steel poles shall have continuous welds both inside and outside, unless otherwise permitted. Base flanges inserted into the pole and bonded shall meet the requirements for materials and strength stated herein.

Each metal standard shall be wired with a breakaway fused connector of proper capacity rating. The fused connector shall be located in the equipment cabinet. If the light standard has no equipment cabinet, the fused connector shall be located in the pole at the hand hole.

All equipment cabinets or bases shall have vandal resistant, removable access doors.

Hardware used with steel standards shall be either cadmium plated steel, hot dip galvanized steel, or stainless steel.

Materials shall be of a standard line from a name brand manufacturer or as specified in this document. Electrical material shall be listed by the Underwriters' Laboratories, Inc. (UL), and shall conform to the National Electrical Code (NEC) when the street lights are owned by SLC, or the National Electrical Safety Code (NESC) when the street lights are owned by the Utility. Material shall be the same as, or compatible with, that used and accepted by the agency responsible for maintenance.

Salt Lake City may inspect all lighting material and all electrical materials and all other materials and accept or reject them at the project site. Samples may be taken or manufacturer's certifications may be accepted in lieu of samples.

Poles, equipment cabinets, and bolts shall be galvanized stainless steel. Galvanizing will be performed in accordance with ASTM 123 and meet the following galvanization and paint requirements.

1. Galvanizing will be SSPC-SP1 Solvent wiped where needed and the Galvanizing will receive a sweep blast to a uniform dull appearance. Any areas of fracture will be repaired. Any excess zinc build up should be blended to no higher than the height of a dime with no thick edges or areas that may cause paint entrapment potentially leading to a premature coating failure.

The first epoxy coat typically should be applied within 120-180 minutes of abrasive blasting. Items shall be cleaned free of blast debris before coating. Compressed air should be used to clean items; items should be free of Oil, residue, and any other contaminates/debris.

- Epoxy Primer Gray- B107989EA80K-A



- Impact Resistance Direct 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Impact Resistance Indirect- 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Cross- Hatch Adhesion 5B (ASTM D3359)
- Conical Mandrel 1/8" (ASTM D522)
- Pencil Hardness 2H (ASTM D3363)
- Specific Gravity 1.58 +/- 0.05 G/ML
- Theoretical Coverage 121.63 ft<sup>2</sup>/LB @ 1.0 Mil
- 60 percent gloss 75-85 (ASTM D523)

The Epoxy prime coat shall be applied on poles for an DFT Average of 5.0 Mils for the bottom eight feet, 3.0 Mils DFT above that. Arms have the epoxy prime applied for a 3.0 mil DFT. DFT readings shall be taken in accordance with SSPC-PA2.

Top coat to be applied for an DFT of 3.0 mils average unless noted otherwise. Aerosol touch up should be used for coverage on areas that were masked by a hanging device (Hanging hook or chain, etc) or used to repair small scratches or imperfections.

Poles shall be set plumb, and centered, on the small cell standard foundation using leveling nuts when installed.

Defects and scratches on painted, powder-coated, or anodized poles shall be primed and painted with a color-matched paint to match undamaged pole sections. Defects and scratches on galvanized poles shall be re-galvanized in the field.

Stainless steel mounting hardware shall be used to mount luminaires, mast arms, access doors, cantenna, equipment cabinet, and other hardware to the poles. Apply an approved zinc-based anti-seize compound to all mounting hardware prior to assembly.

Banner arms (if required) shall be incorporated into small cell standard structural design.

## CONDUIT

All conduit shall be installed within the public Right of Way and shall be at least two-inch (2" minimum) inside diameter unless otherwise designated on the plans. The Contractor and/or provider may use larger conduit than specified. If larger conduit is used, it shall be for the entire run from outlet to outlet. Reducer couplings shall not be used. Larger conduits shall be sized to accommodate the constraints established by the hole in the pole anchor base plate.

Conduit terminating in standards or pedestals shall extend approximately two inches past the foundations and shall slope toward the junction box opening. Conduit entering pull boxes shall terminate two inches inside the box wall and two to five inches above the bottom, and shall slope toward the top of the box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box shall be located near the end walls to leave the major portion of the box clear. At all outlets, conduits shall enter from the

direction of the run.

The ends of all conduits, whether shop or field cut, shall be reamed to remove burrs and rough edges. Cuts shall be made square and true so that the ends will butt or come together for their full circumference.

Unless otherwise specified, conduit shall be rigid non-metallic electrical conduit currently recommended and approved by Underwriters' Laboratories, Inc. for the proposed use conforming to ASTM-F 441 schedule 40, (Schedule 80 or bored HDPE where installed under roadways).

Fittings shall be the type used outside the conduit and PVC cement welded. Submersible fittings shall connect the conduit in a manner that makes the joints watertight.

All in-grade Pull Boxes shall be polymer concrete, bottomless and tier 22 rated bolted covers. 13 inches by 24 inches and 18 inches deep manufactured by Quazite; Cat. # PG1324BA18, unless otherwise noted on the plans. Covers shall be Cat. # PG1324HH00 with stainless steel bolts and the word "ELECTRIC" molded into the top

Non-metallic conduit shall be cut with a hacksaw or other approved tool. Non-metallic conduit connections shall be the solvent-weld type.

Conduit connections at junction boxes shall be tightly secured and waterproofed. All conduit ends shall be sealed with duct seal after installation of wiring. The duct seal shall be rated for outdoor use.

When specified, conduit shall be installed under existing pavement by boring operations. Where plans show that existing pavement is to be removed, jacking the conduit is not required. Jacking or drilling pits shall maintain a minimum of two feet clear of the edge of pavement. Water shall not be used as an aid in the jacking or drilling operations.

Trenching shall be in conformance with Salt Lake City standards. Backfill shall be per Salt Lake City standards. Detectable red electrical warning tape shall be installed between six inches and 12 inches below finished grade for all underground conduit runs.

Underground conduit shall be buried a minimum of two feet below finished grade. There shall be no sag between boxes. Conduit within the public ROW shall be buried 48 inches (maximum) below finished grade.

Junction Boxes shall be placed at conduit ends, at all locations where conduit bends in a single run would equal 360° or greater per NEC requirements, and at all other locations shown on the plans. The Contractor may install additional pull boxes to facilitate the work.

Excavate minimum 24 inches below base depth of each junction box, backfill and compact with pea rock to permit draining of water.

Placement and setback of the junction boxes shall be coordinated with Salt Lake City.

Unless otherwise shown on the plans or directed by Salt Lake City, junction boxes shall be installed so that the covers are level with the sidewalk grade. Covers shall be flush with the surrounding finished ground when no grade is established.

Where a conduit stub-out is called for on the plans, a sweeping elbow shall be installed in the direction indicated. All conduit stub outs shall be capped.

## WIRING

All wiring shall be copper, 600 Volt rated, Type: Conform to the applicable UL and ICEA Standards for the use intended. Copper conductors with 600-volt insulation unless otherwise specified or noted on the drawings. Stranded conductors for No. 8 and larger, with the exception of the ground rod conductor shall be #6 AWG solid, bare, copper.

Aluminum Conductors Prohibited: Aluminum conductors will not be permitted. Insulation: Type THWN/ XHHW for underground installation in conduit, insulation minimum unless otherwise specified or noted on the drawings. Size: No. 12 minimum unless otherwise specified or noted on the drawings. Not less than NEC (NESC if Utility owned) requirements for the system to be installed.

Color Coding: Phase, neutral and ground conductors color-coded in accordance with NEC (NESC if Utility owned). Connect all Conductors of the same color to the same phase conductor as follows:

### 208Y/120V-3PH-4W Color coding shall be:

- 1) Phase = Black
- 2) Phase = Red
- 3) Phase = Blue
- 4) Neutral = White
- 5) Ground = Green

### 120/240V-1PH-3W Color coding shall be:

- 1) Line 1 = Black
- 2) Line 2 = Red
- 3) Neutral = White
- 4) Ground = Green

Unless otherwise authorized, the multiple system of electrical distribution shall be used. Conductors of the size and material specified shall be installed for control wiring, luminaire wiring, small cell equipment wiring, City IOT wiring, main circuit wiring, ground wiring, service entrance wiring, and all other wiring necessary for a complete installation.

Conductors shall be sized to prevent a voltage drop of more than three percent per feeder run. All conductors shall be installed in conduit.

All power and lighting circuits shall include an insulated green grounding conductor.

A complete grounding system shall be installed for the entire lighting installation. Grounding shall consist of ground cables, conduits, grounding rods, wire or strap, and ground fittings, as required by the NEC (or NESC if Utility owned).

Type THWN conductors shall be used for all underground conduit runs. Leave sufficient lengths of branch conductors to allow conductor splices to be extracted from pole base for maintenance. Type XHHW shall be used for the service entrance conductors.

Extend three conductor SOW cable feeder leads to the luminaires from the cables in the pole base.

Install in-the-line fuses on each feeder lead. Leave sufficient lengths of feeder conductors to allow fuses and conductors to be extracted from pole base for maintenance.

Provide a No. 6 AWG solid, bare, copper wire connection to ground rod with ample length to allow connection to light standard, and system ground conductor.

Attach grounding conductor to the energy suppliers neutral at the service point. Terminate grounding conductor with less than 25 ohms ground reference at the service point. If ground resistance is greater than 25 ohms, add additional ground rod(s) or other ground reference bond to bring the resistance to under 25 ohms resistance to earth. Provide ground rods elsewhere as shown on the drawings. Butt splices within the bases are not acceptable.

Butt splices within the bases are not acceptable.

At each pole, provisions shall be made for convenient sectionalizing of the circuits. This shall be done by providing ample length (18 to 24 inches) of branch conductor ends and performing splices using submersible type (Burndy Uni-tap connectors or an approved equal). Wire nuts are not an acceptable method for splicing. Splicing shall only be performed within the pole bases and splice boxes where applicable.

Separation of service shall be provided within the pole by conduit or dividers. Electrical wiring and fiber shall be separated by Owner within.

## AS-BUILT DRAWINGS

Contractor shall supply accurate as-built drawings of the project to Salt Lake City. Drawings shall indicate location and setback of conduit, lighting control center, and utility service point, and pole locations along the roadway measured from a reliable location.

## FUSES

Each luminaire in the 120-volt system shall be fused with one 6-amp fuses. Fuse connectors shall be installed in the phase wires of their respective circuits at the pull box located adjacent to the light standards or in the pole base. The fuses shall be mounted in inline single-pole molded fuse connector/holders. The fuse holders shall be

a DOT-PLUG (Catalog No. Duraline-16998), or approved equal.

Fuses shall be of the breakaway type. The Contractor shall provide sufficient excess conductor length to allow withdrawal of the connected fuse holder. The grounding wires shall not be fused. Fuses and fuse holders shall be "UL" listed and shall be installed in such a manner that the fuse stays with the load side when holder is separated. In addition, the Contractor shall form loops in the leads on each side of the fuse holders and so position the fuse holders so that they may be easily removed or inserted through the opening at top of pull box.

### SECONDARY SERVICE PEDESTALS

The service cabinet shall include all equipment necessary to connect to the energy provider's overhead secondary conductors or transformer.

All-In-One commercial meter/power pedestal and non-metered/power pedestals shall meet or exceed Salt Lake City's Standards.

### **Administration's Overview of SB189**

- Wireless providers have the right to:
  - install small wireless facilities and utility poles within ROW; and
  - locate small wireless facilities on municipal poles (includes street lights, traffic lights, street signs) and other structures in the ROW (including billboards)
- City is required to recognize small wireless facilities in ROW as a permitted use in all zones and districts (strictly an administrative process)
- A small wireless facility consists of: an antenna of 6 cubic feet or less; pole and ground equipment of 28 cubic feet or less
- The small wireless facilities may be installed on a utility pole no taller than 50 ft. (potential additional 10 ft. for antennae)

### **City Powers**

- Design/Historic and Underground Districts – City must allow small wireless facilities including utility poles (heightened design standards)
- May limit new utility poles in ROW that is 60 ft. wide or less and adjacent to residential property
- May adopt reasonable, nondiscriminatory design standards
- May adopt nondiscriminatory police-power-based regulations for management of ROW
- May deny applications for articulable public safety reasons
- May require agreement dealing with indemnification, insurance and bonding before ROW work

### **Compensation**

- Annual ROW Access Rate
  - 3.5% of gross revenue under Municipal Telecommunications License Tax (if the tax applies), or
  - the greater of 3.5% of gross revenue or \$250 per small wireless facility
- Annual Authority Pole Attachment Rate: \$50 per collocated small wireless facility per authority pole
- Application Fees (for a Permit to work in the ROW)
  - \$100 per collocated small wireless facility
  - \$250 per utility pole with a small wireless facility
  - \$1000 per non-permitted use
- Other applicable permit fees

### **Application Limits**

- Consolidated application: up to 25 small wireless facilities of substantially the same type; Up to 75 small wireless facility (3 consolidated applications) per 30 days

### **Shot Clocks (Review periods)**

- Review for Completion: 30 days (City can deem application incomplete and applicant has 90 days to cure any deficiencies)
- Installation on existing pole: 60 days (including completion review)
- Installation on new, modified, or replacement utility pole: 105 days (including completion review)
- One additional extension of 10 business days
- Deemed complete and/or granted if municipality does not meet deadlines

### **Current City Ordinances Governing Antennas in Public-right-of-way**

The Administration reports three sections of City Code govern SWF in the public-right-of-way. However, SB189 supersedes these ordinances and allow SWF potentially anywhere in the public-right-of-way.

<b>Section of Salt Lake City Code</b>	<b>Title</b>	<b>Function</b>
SLC §21A.40.090	Antenna Regulations in Public Right of Way (ROW)	<ol style="list-style-type: none"><li>Allows antennas to be mounted on <i>existing</i> 3<sup>rd</sup>-party-owned utility poles. There are no other antenna installations allowed in the ROW.</li><li>Requires the electric equipment to be placed underground or on private property (or on the pole, which is not allowed by RMP).</li><li>Requires that facilities in the ROW be subject to any applicable franchise fees or lease agreement required by City.</li></ol>
SLC §14.32.425	Telecommunication Right of Way Permits	Allows conduit and cable to be located within the ROW
SLC § 14.40.020	Utility Poles and Wires	New poles are only allowed for franchise holders (but not permitted for antennas).

### **Coordination with Rocky Mountain Power (RMP)**

The Administration provided the following summary of how RMP is involved in locating SWF in City rights-of-way.

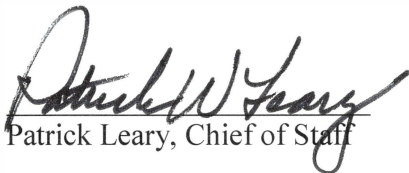
“Rocky Mountain Power (“RMP”) policies directly influence the implementation of City code. RMP allows for small cell infrastructure attachments to its existing utility poles as well as to overhead wires. Such attachments require a pole attachment or wireline attachment agreement between RMP and the small cell provider; once this agreement is in place, providers must submit pole location plan and then RMP does a site analysis of each location within a 45-day period.

After

pole sites are approved by RMP, the small cell provider submits to the City RMP’s written approval along with the company’s permit application to locate in the ROW. RMP does not have poles in the Central Business District as it is an underground district, and so other locations for small cell facilities must be identified.”



**CITY COUNCIL TRANSMITTAL**

  
Patrick Leary, Chief of Staff

Date Received: May 21, 2019  
Date sent to Council: May 21, 2019

**TO:** Salt Lake City Council  
Charlie Luke, Chair

**DATE:** 5/17/2019

**FROM:** Jennifer McGrath, Interim Director Department of Community & Neighborhoods



**SUBJECT:** New Cingular Wireless PCS, LLC Master License Agreement for Small Cell Installation in the Right-of-Way

**STAFF CONTACT:** Jennifer McGrath, 801-535-7966, [jennifer.mcgrath@slcgov.com](mailto:jennifer.mcgrath@slcgov.com);  
Shellie Finan, 801-535-6447, [shellie.finan@slcgov.com](mailto:shellie.finan@slcgov.com);  
Kimberly Chytraus, 801-535-7683, [kimberly.chytraus@slcgov.com](mailto:kimberly.chytraus@slcgov.com)

**DOCUMENT TYPE:** Ordinance

**RECOMMENDATION:** Pass an Ordinance granting the Master License Agreement with New Cingular Wireless PCS, LLC for small cell installation in the right-of-way.

**BUDGET IMPACT:** None

**BACKGROUND/DISCUSSION:** New Cingular Wireless PCS, LLC has applied for a new, non-exclusive Master License Agreement to access Salt Lake City rights-of way to install small cell infrastructure for wireless provider clients, which will allow a wireless carrier to increase its wireless capacity in installation areas. The Master License Agreement also requires payment for the grant of access to the City's right-of-way. Current City Ordinance allows the installation of antennas in the rights-of-way on utility poles owned by third parties (i.e. Rocky Mountain Power and Century Link). New Cingular Wireless PCS, LLC and the City have negotiated the terms of the proposed Master License Agreement, attached as Exhibit "A" to the proposed Ordinance.

**PUBLIC PROCESS:** None



**EXHIBITS:**

- 1) Ordinance
- 2) Master License Agreement

SALT LAKE CITY ORDINANCE  
No. \_\_ of 2019

(Granting a Master License Agreement for Wireless Facilities in the Public Way  
to New Cingular Wireless PCS)

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company (the “Company”) desires to install equipment to provide third party broadband wireless services within Salt Lake City, Utah (the “City”), and in connection therewith to establish a network in, under, along, over, and across present and future rights-of-way of the City, consisting of antennas, radios, and conduit, together with all necessary and desirable appurtenances, for the operation of a wireless broadband small cell network for communication services; and

WHEREAS, the City, in the exercise of its police power, ownership, use or rights over and in the public rights-of-way, and pursuant to its other regulatory authority, believes it is in the best interest of the public to provide to the Company, and its successors, access rights pursuant to a non-exclusive license agreement to operate its business within the City; and

WHEREAS, the City and the Company propose to enter into a Master License Agreement for Wireless Facilities in the Public Way in the substantially final form of which has been presented to the City Council at the meeting at which this Ordinance is being considered for adoption; and

WHEREAS, the City desires to approve the execution and delivery of such Master License Agreement for Wireless Facilities in the Public Way and to otherwise take all actions necessary to grant the referenced rights to the Company; and

WHEREAS, the City believes this Ordinance to be in the best interest of the citizens of the City.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah, as follows:

SECTION 1. Purpose. The purpose of this Ordinance is to grant to the Company, and its successors and assigns, a non-exclusive right to use the present and future public way within and under control of the City for its business purposes, under the constraints and for the compensation enumerated in the substantially final form of the Master License Agreement for Wireless Facilities in the Public Way attached hereto as Exhibit A, and by this reference incorporated herein, as if fully set forth herein (the “Master License Agreement”).

SECTION 2. Short Title. This Ordinance shall constitute the New Cingular Wireless Master License Agreement Ordinance.

SECTION 3. Grant of Access Rights. The administration is hereby authorized to negotiate and execute the Master License Agreement reflecting the terms of this Ordinance and incorporating such other terms and agreements as recommended by the City Attorney’s Office. There is hereby granted to the Company, and its successors and assigns, in accordance with the terms and conditions of the Master License Agreement, the right and privilege, to construct, maintain and operate in, under, along, over and across the present and future rights-of-way of the City, all as more particularly described in the Master License Agreement.

SECTION 4. Term. The term of the Master License Agreement is for a period of ten years from and after the recordation of the executed Master License Agreement with the Salt Lake City Recorder’s Office, with a renewal of an additional ten year term as provided therein. The Company shall pay all costs of publishing this Ordinance.

SECTION 5. Acceptance by Company. Within thirty (30) days after the effective date of this Ordinance, the Company shall execute the Master License Agreement; otherwise, this Ordinance and the rights granted hereunder shall be null and void.

SECTION 6. No revocation or termination may be effected until the City Council shall first adopt an ordinance terminating the Master License Agreement and setting forth the reasons therefor, following not less than thirty (30) days prior written notice to the Company of the proposed date of the ordinance adoption. The Company shall have an opportunity on said ordinance adoption date to be heard upon the proposed termination.

SECTION 7. This Ordinance shall take effect immediately upon publication.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Transmitted to Mayor on \_\_\_\_\_.  
Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

(SEAL)

Salt Lake City Attorney's Office Approved As To Form By: <u>Kimberly K. Chytraus</u> Kimberly K. Chytraus Date: <u>APR 30, 2019</u>
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Bill No. \_\_\_\_\_ of 2019.

Published: \_\_\_\_\_.

HB\_ATTYY-#77146-v1-Ordinance\_New\_Cingular\_Wireless\_ATT\_Master\_License\_Agreement

**EXHIBIT “A”**

**MASTER LICENSE AGREEMENT**

**MASTER LICENSE AGREEMENT  
FOR WIRELESS FACILITIES IN THE PUBLIC WAY**

**THIS MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES IN THE PUBLIC WAY** (this “**Agreement**”), dated as of its date of recordation with the Salt Lake City Recorder (the “**Effective Date**”), by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the “**City**”), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (including its successors and assigns, the “**Company**”).

**RECITALS**

A. The Company desires a non-exclusive agreement to install, at its sole cost and expense, a network of Wireless Facilities within the boundaries of Salt Lake City, Utah, and to utilize Salt Lake City’s Public Way for such purpose, in order to provide wireless services and expand the available data transmission bandwidth for mobile devices.

B. The City owns or controls such Public Way and has agreed to grant access to the Company in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration and, further, in contemplation of subsequent approval by legislative action of the City Council as hereinafter provided, the parties mutually agree as follows:

**ARTICLE 1  
ORDINANCE**

1.1 Defined Terms. All capitalized terms not otherwise defined herein have the meanings given them in Salt Lake City Code Chapter 14.056, or its successor (the “City Wireless Code”).

1.2 Ordinance. The City Council has adopted an ordinance entitled New Cingular Wireless Master License Agreement Ordinance (the “**Ordinance**”), approving the execution of this Agreement. Execution of this Agreement constitutes the unqualified acceptance of the Ordinance by the Company. Such Ordinance is incorporated herein by reference, and made an integral part of this Agreement.

1.3 Description. The Ordinance confers upon the Company, and its successors and assigns, the non-exclusive right, privilege, and access (the “**Access Rights**”), subject to the terms of this Agreement, to construct, install, maintain, repair, replace, modify, relocate, remove, and operate the Wireless Facilities in approved locations in the Public Way and attach Wireless Facilities to a Structure in the Public Way, as described in this Agreement. This Agreement does not grant to Company any interest in any property.

1.4 Agreement Term. The term of the Agreement is for a period from and after the

date hereof, until 10 years from the Effective Date. If there is no default under this Agreement and Company is compliant with all applicable law, rules, and regulations, this Agreement may be extended for one additional period of 10 years, at Company's discretion. To extend the term, Company shall deliver to City written notice of its intent to extend the term prior to the expiration of the initial term. Each Wireless Facility located in the Public Way pursuant to this Agreement is permitted to remain in place for a term of 10 years from when it is installed, which may be extended automatically for one additional period of 10 years, at Company's discretion, if there is no default under this Agreement and Company is compliant with all applicable law, rules, and regulations. For so long as the Company has a Wireless Facility in the Public Way, this Agreement shall govern such installation unless expressly governed by a replacement agreement.

## ARTICLE 2 PERMIT APPROVAL

### 2.1 Application and Review.

(a) To locate any Wireless Facilities in the Public Way, Company shall submit an application for a Permit to Work in the Right-of Way (a "**Public Way Permit**"), the form of which will be determined by City. Company shall comply with the requirements of the City Wireless Code. An approved Public Way Permit shall approve the location and plans for the location of a Wireless Facility. Depending on the scope of the Company's proposed work, Company may also need to apply for additional permits such as a traffic control permit and electrical permit. The Public Way Permit shall be reviewed as provided in the City Wireless Code and applicable state and federal law.

(b) Company shall be responsible for obtaining access and connection to fiber optic lines or other backhaul solutions that may be required for its Wireless Facilities. The location of such fiber optic lines is permitted only by a separate franchise from the City.

(c) Any Company Facility that does not have an approved Public Way Permit, does not receive other required permits, or does not meet the specifications of this Agreement or the City Wireless Code, and following the applicable cure period, shall be deemed unauthorized. City may cause Company to remove any unauthorized facilities upon 30 days' written notice at Company's cost and expense, or following the 30-day period may remove such facilities and will invoice Company for the cost of such removal.

(d) Notwithstanding anything herein to the contrary, the Company may maintain or replace its Wireless Facility with like-kind equipment of substantially similar size without prior written approval of the City, unless the scope of the work necessitates that Company obtain a Public Way Permit, traffic control permit, or other City permit. For example, performing short term routine maintenance may not necessitate a Public Way Permit, but may require a traffic control permit.

## ARTICLE 3 FEES

### 3.1 Compensation.

(a) Company shall pay all fees and rates due City pursuant to the City Wireless Code (the “**Small Cell Fees**”). If the Company is subject to the municipal telecommunications license tax under Title 10, Chapter 1, Part 4, Municipal Telecommunications License Tax Act (the “**MTLT**”), then the Company shall not be charged any additional rate, fee or compensation for the right to use or occupy any Public Way under the City Wireless Code section 14.56.070(B)(1). If Company is no longer subject to the MTLT, the Company shall compensate City for the right to use the Public Way as provided by the City Wireless Code.

(b) Company shall also pay any reasonable fees or costs permitted by law and charged by City or Structure owner and associated with any related permits or approvals, and any other ad valorem taxes, special assessments or other lawful obligations of the Company to the City.

3.2 Fee Payment. The respective Small Cell Fees shall be paid upon the issuance of each Public Way Permit and be paid in advance annually on or before the anniversary of each Public Way Permit thereafter. Any Small Cell Fee paid after the due date shall incur 12% annual interest, compounded daily from the due date until payment is received on the amount due. If Company holds over past the expiration of this Agreement, each of the Small Cell Fees shall increase to 200% of the most recent respective Small Cell Fees paid annually. Payment of a hold over fee does not extend or renew this Agreement or any Public Way Permit.

## ARTICLE 4 COMPANY USE OF PUBLIC WAY

### 4.1 Rights to Access and Use Public Way.

(a) The Company shall have the right to use a portion of a Public Way in the precise location described in the approved Public Way Permit to locate and install Wireless Facilities on an approved Structure, subject to the terms and conditions of this Agreement.

(b) The rights granted to the Company herein do not include the right to excavate in, occupy or use any City park, recreational areas or other property owned by the City (or regulated by the City, such as riparian areas of water source protection areas).

(c) Company shall install and maintain Wireless Facilities and Structures in a good and workmanlike manner.

4.2 Company Duty to Relocate. Whenever the City shall require the relocation or reinstallation of any of the Wireless Facilities situated within the Public Way it shall be the obligation of the Company and at Company’s sole cost and expense, to commence the removal of the respective Wireless Facilities within the reasonable time periods provided, by the City, and, at the latest, complete the relocation of the respective Wireless Facilities within 180 days of receipt



of notice to relocate as may be reasonably necessary to meet the requirements of the City. The Company's relocation may be required by the City for any lawful purpose, including, without limitation, the resolution of existing or anticipated conflicts or the accommodation of any conflicting uses or proposed uses of the Public Way, whether such conflicts arise in connection with a City project or a project undertaken by some other person or entity, public or private; provided, the City shall not relocate the Wireless Facilities to accommodate another wireless carrier unless required by applicable state or federal law. The City will cooperate with the Company to provide alternate space where available, within the Public Way which provides substantially similar signal coverage for the Wireless Facilities as that of the previous space if available. The new location shall be subject to obtaining an approved Public Way Permit. Such relocation shall be accomplished by the Company at no cost or expense to the City. In the event the relocation is ordered to accommodate the facilities of an entity other than City or Company, the cost and expense of such relocation shall be borne by such other entity.

4.3 Approval to Move Company Property; Emergency Exception. Except as otherwise provided herein, the City shall not, without the prior written approval of the Company, intentionally alter, remove, relocate or otherwise interfere with any portion of the Wireless Facilities. Any written approval request shall be promptly reviewed (within 30 days) and processed by the Company and approval shall not be unreasonably withheld, conditioned, or delayed. However, if it becomes necessary, in the reasonable judgment of City, to move any of the Wireless Facilities because of a fire, flood, emergency, earthquake disaster or other imminent and material threat thereof, or to relocate any portion of the Wireless Facilities upon the Company's failure to do so following a written request by the City under Section 4.3 hereof, these acts may be done by the City without prior written approval of the Company at the Company's sole cost and expense.

4.4 Compliance with Rules and Regulations and Applicable Laws. Wireless Facilities located on, upon, over or under the Public Way shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with such lawful rules and regulations as the City may issue. The Company shall acquire, and pay any fees with respect to, such permits as may be required by such rules and regulations, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. All Wireless Facilities installed or used pursuant to this Agreement shall be used, constructed, repaired, replaced, and maintained in accordance with applicable federal, state and City laws, rules, and regulations, including without limitation environmental laws, now existing or from time to time adopted or promulgated; provided, however, such new laws, rules and regulations shall not apply retroactively unless required by law.

4.5 Repair Damage. If during the course of work on Wireless Facilities, the Company causes damage to or alters any portion of the Public Way, Structure, or any City facilities or other public property or facilities, the Company shall (at its own cost and expense and in a manner reasonably approved by City), replace and restore such portion of the Public Way, Structure, or any City facilities or other public or private property or facilities, in accordance with applicable City ordinances, policies and regulations relating to repair work of similar character. If Company does not complete such work within a reasonable time frame set by City, the City may complete such work and bill Company for the cost and expense, to be paid within 90 days' following the date of an invoice for such work.

4.6 Guarantee of Repairs. For a period of three years following the completion of any work by Company in the Public Way or any repair work by Company performed pursuant to Section 4.5 above, the Company shall maintain, repair, and keep in good condition those portions of the Public Way, Structures, property, or facilities restored, repaired or replaced by Company, to the reasonable satisfaction of the City Engineer, reasonable wear and tear excepted.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices in accordance with applicable safety regulations or standards imposed by law.

4.8 Inspection by the City. The Wireless Facilities shall be subject to inspection by the City to assure compliance by the Company with the terms of this Agreement. Company shall pay any actual fees charged or costs or expenses incurred by City in connection with such inspections performed; provided, such inspections shall be limited to one time per calendar year.

4.9 Company's Duty to Remove Wireless Facilities from the Public Way.

(a) Subject to subsection (c) below, the Company shall remove from the Public Way all or any part of the Wireless Facilities, when one or more of the following conditions occur:

(i) The Company ceases to operate such Wireless Facilities for a continuous period of 12 months, except when the cessation of service is a direct result of a natural or man-made disaster;

(ii) The construction or installation of such Wireless Facilities does not meet the requirements of this Agreement or the Public Way Permit; or

(iii) The Agreement or use of a Structure is terminated or revoked pursuant to notice as provided herein.

(b) Upon receipt by the Company of written notice from the City setting forth one or more of the occurrences specified in subsection (a) above, the Company shall have 90 days from the date upon which said notice is received to remove such Wireless Facilities, or, in the case of subsection (a)(i), to begin operating the Wireless Facilities or, in the case of subsection (a)(ii), to bring the Wireless Facilities into compliance with the requirements of this Agreement or the Public Way Permit.

(c) If Company fails to timely remove the Wireless Facilities as set forth in this Section, City may remove such facilities and bill Company for the cost and expense, to be paid within 90 days' following the date of an invoice for such work.

ARTICLE 5  
POLICE POWER

The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances,

rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its residents and their properties. This Agreement is subject to any such ordinances, rules, and regulations.

## ARTICLE 6 TRANSFER OF RIGHTS

### 6.1 Terms of Transfer.

(a) Except as provided in subsection (c) and provided that there is not an uncured default of any provision of this Agreement or Public Way Permit, the Company shall not sell, transfer, lease, assign, sublet, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation, or otherwise make available, the Access Rights or any rights or privileges under this Agreement, (each, a “**Transfer**”), to a Proposed Transferee, without the prior written consent of the City. A “**Proposed Transferee**” means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of the Company. A “**Person**” means any individual, sole proprietorship, partnership, association or corporation, or any other form of organization, and includes any natural person.

(b) For the purpose of determining whether it shall grant its consent, the City may inquire into the qualifications of the Proposed Transferee, and the Company shall assist the City in the inquiry. City may condition or deny its consent based on any or a combination of the following or similar criteria. The Proposed Transferee shall indicate by affidavit whether it or any of its principals:

(i) has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(ii) has ever had a judgment entered against it in an action for fraud, deceit, or misrepresentation by any court of competent jurisdiction;

(iii) has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a system similar to the Wireless Facilities, except that any such claims, suits or proceedings relating to insurance claims, theft or service, or employment matters need not be disclosed;

(iv) is financially solvent, by submitting financial data, including financial statements, that have been audited by a certified public accountant, along with any other data that the City may reasonably require; and

(v) has the financial and technical capability to enable it to maintain and operate the Wireless Facilities for the remaining term of this Agreement and is in the business of operating Facilities.

In addition, Company shall provide to the City information regarding any failure by the Company to comply with any provision of this Agreement or of any applicable customer or consumer service standards promulgated or in effect in the City's jurisdiction at any point during the term of this Agreement.

(c) Notwithstanding the foregoing, the City's consent shall not be required in connection with the following circumstances, provided that Company is not released from the obligations under this Agreement and such transferee assumes this Agreement and agrees in writing to comply with the terms and conditions of this Agreement, including subsections (d) and (e) below:

(i) The intracorporate Transfer from a parent corporation to a wholly-owned subsidiary, or from one wholly-owned subsidiary to another wholly-owned subsidiary of a parent corporation;

(ii) Any Transfer in trust, a mortgage, or other instrument of hypothecation of the assets of the Company, in whole or in part, to secure an indebtedness, provided that such pledge of the assets of the Company shall not impair or mitigate the Company's responsibility and capability to meet all its obligations under this Agreement, and provided further that such Proposed Transferee subordinates to this Agreement; or

(iii) Interconnection, license, or use agreements pursuant to which the Wireless Facilities may be used by another entity providing telecommunication services within the City, provided that any such interconnection, license, or use agreement is subordinate to this Agreement.

(d) Transfer by the Company shall not constitute a waiver or release of any rights of the City in or to its Public Way and any Transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement and not create any conflict with any applicable laws, rules, or regulations.

(e) A Transfer of this Agreement will only be effective upon the Proposed Transferee becoming a signatory to this Agreement by executing an unconditional acceptance of this Agreement.

(f) As contemplated by subsection (c)(iii) above, the parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Wireless Facilities deployed by Company in the Public Way pursuant to this Agreement may be owned and/or operated by Company's third-party wireless carrier customers ("**Carriers**") and installed and maintained by Company pursuant to license agreements between Company and such Carriers. Such license agreements shall be subordinate to this Agreement. Such Wireless Facilities shall be treated as the Company's for all purposes under this Agreement provided that (i) Company remains responsible and liable for all performance obligations under the Agreement with respect to such Wireless Facilities; (ii) City's sole point of contact regarding such Wireless Facilities as it relates solely to this Agreement shall be Company; and (iii) Company shall have the right to remove and relocate such Wireless Facilities pursuant to the terms of this Agreement.

ARTICLE 7  
COMPANY INDEMNIFICATION; INSURANCE

7.1 No City Liability. The City shall in no way be liable or responsible for any loss or damage to property, or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of the Wireless Facilities, except to the extent caused by the negligence or willful misconduct of City, its officers, officials or employees. City will be liable only for its own conduct, subject to and without waiving any defenses, including limitation of damages, provided for in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101, et. seq.) or successor provision. Company agrees that the Rights-of-Way are delivered in an “AS IS, WHERE IS” condition and City makes no representation or warranty regarding their condition, and disclaims all express and implied warranties, including the implied warranties of habitability and fitness for a particular purpose.

7.2 Indemnification.

(a) Company shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorneys’ fees, arising out of Company’s intentional, reckless, or negligent performance hereunder or under the Ordinance. Company’s duty to defend City shall exist regardless of whether City or Company may ultimately be found to be liable for anyone’s negligence or other conduct. If City’s tender of defense, based upon this indemnity provision, is rejected by Company, and Company is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Company shall pay City’s reasonable costs, expenses, and attorneys’ fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Company to indemnify the indemnitee against the indemnitees’ own negligence or willful misconduct. The provisions of this Section 7.2 shall survive the termination or expiration of this Agreement.

(b) City assumes no responsibility for any damage or loss that may occur to Company’s property, except the obligation City assumes that it will not negligently, willfully or intentionally damage the property of Company. City has no responsibility for any equipment maintenance, or for Company’s employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship

7.3 Insurance.

(a) The Company, at its own cost and expense, shall secure and maintain, and shall endeavor to ensure that any subcontractor to the Company shall secure and maintain, during the term of this Agreement the following required policies of insurance:

(i) Commercial General Liability Insurance. Commercial general liability insurance, as per form ISO CGL 00 01 or equivalent, with the Salt Lake City Corporation included as an additional insured on a primary and non-contributory basis in comparison to other insurance including City’s own policy or policies of insurance, in the amount of

\$2,000,000 per occurrence with a \$3,000,000 general aggregate and \$3,000,000 products completed operations aggregate. The policy shall protect the City and the Company from claims for damages for personal injury, including accidental death, and from claims for property damage that may be caused, in whole or in part, by the Company's operations under this Agreement whether performed by Company itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. The Company may utilize its umbrella/excess policy to meet the required limits.

(ii) Commercial Automobile Liability Insurance. Commercial automobile liability insurance including City as an additional insured that provides coverage for owned, hired, and non-owned automobiles used in connection with this Agreement, with a combined single limit of \$2,000,000 per occurrence. The Company may utilize its umbrella/excess policy to meet the required limits. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Company shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

(iii) Workers' Compensation and Employer's Liability. Worker's compensation and employer's liability insurance sufficient to cover all of the Company's employees pursuant to Utah law. In the event any work is subcontracted, the Company shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(iv) Notwithstanding the forgoing, the Company may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In connection with the execution of this Agreement, Company shall provide to City a Declaration of Self-Insurance or a letter memorializing the terms of its self-insurance. If Company ever obtains an insurance policy with any of the types of coverages required in this Agreement, within ten (10) days of obtaining such policy, Company shall provide to City the certificates and assurances otherwise provided herein. In the event the Company elects to self-insure its obligation under this Agreement to include City as an additional insured, the following conditions apply: (i) City shall promptly and no later than 365 days after notice thereof provide the Company with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide the Company with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Company; and (iii) City shall fully cooperate with the Company in the defense of the claim, demand, lawsuit, or the like.

(b) General Insurance Requirements.

(i) Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (A) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (B) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

(ii) All policies of insurance shall be issued by insurance companies eligible to do business in the state of Utah and currently rated A- or better by A.M. Best Company.

(iii) The Company shall furnish certificates of insurance verifying the foregoing matters concurrent with the execution hereof and thereafter upon renewal.

(iv) If any work is subcontracted, the Company shall require its subcontractor, while working hereunder, at no cost to the City, to secure and maintain all minimum insurance coverages required of the Company hereunder. Company shall remain liable for all work of its subcontractors.

(v) Company shall provide 30 days’ prior written notice to City of cancellation or non-renewal of any required coverage that is not replaced.

7.4 Damages Waiver. Notwithstanding any provision in this Agreement to the contrary, in no event shall any party be liable to any other party for indirect, special, punitive, or consequential damages, including, without limitation, lost profits.

7.5 Bonds. Company shall comply with all bonding requirements required by Salt Lake City Code, including those required to obtain permits.

## ARTICLE 8 ENFORCEMENT; TERMINATION

8.1 Company Defaults. The Company shall be in default of this Agreement in the event of any of the following:

(a) The Company fails to make timely payments of the Small Cell Fees, or any other fee due to the City under the terms of this Agreement, and does not correct such failure within 30 days after such failure.

(b) The Company, by act or omission, defaults under any provision of this Agreement and such default is not cured within 30 days following notice by City to Company, or such longer cure period as permitted by the City if the Company (i) commences corrective action during 30 days following notice of the failure, and (ii) is diligently pursuing such corrective action to completion.

(c) The Company becomes insolvent, unable or unwilling to pay its debts, is adjudged

bankrupt, or all or part of its Facilities are sold under an instrument to secure a debt and is not redeemed by the Company within 60 days.

(d) A representative of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City, that is fraudulent or in violation of a felony criminal statute of the State of Utah.

(e) Company abandons use of all Wireless Facilities for 12 consecutive months, except as otherwise provided in Section 4.9.

8.2 City Remedies. In the event of an uncured Company default, City shall maintain all its rights and remedies, at law and in equity, including the ability to charge fines, recover fees and costs, and remove the Wireless Facilities that are the subject of such default. City may not maintain any action or effect any remedies for default against Company unless and until Company has failed to cure the breach within the time periods provided in this Section. Without limitation, City may do one or all of the following:

(a) Fine Company \$100 per day per violation until the violation is cured.

(b) Terminate or suspend any franchise, permits, or licenses held by Company pertaining to the default.

(c) Withhold issuing any new permits to the violating party.

(d) If the violation is not cured within 180 days, or such longer cure period as may be permitted by City, City may remove and impound the wireless facilities until the violation has been cured.

(e) The City may terminate or revoke this Agreement and all rights and privileges hereunder, if there are two or more defaults in any twelve month period that affect all Wireless Facilities hereunder, or the City may terminate the specific Wireless Facility(ies) licensed hereunder in the event of a default pertaining to said Wireless Facility, if the default demonstrates a material disregard of the City's primary use of the Public Way at the respective site(s), including threatening the health and safety of citizens.

8.3 City Defaults. In the event there is a material breach by City with respect to any of the provisions of this Agreement or its obligations under it, Company shall give City written notice of such breach. After receipt of such written notice, City shall have 30 days in which to cure any breach, provided City shall have such extended period as may be required beyond the 30 days if City commences the cure within the 30 day period and thereafter continuously and diligently pursues the cure to completion. Company may not maintain any action or effect any remedies for default against City unless and until City has failed to cure the breach within the time periods provided in this Section. In the event of an uncured default by City, Company shall maintain all its rights and remedies provided at law, however, no remedy that would have the effect of amending the provisions of this Agreement shall become effective without a formal amendment of this Agreement.