

Communication Facilities License Program

Policy and Procedures

for

Communication Facilities Licenses

within

Water District Properties



(Draft) March 2022

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1. Introduction

Water District (“District” or “WD”) was formed in 1950. The District recognizes the need to establish Policy and Procedures for Communication Facilities on District Sites. This program of Policies and Procedures (“Program”) further defines the District’s policies and procedures for granting communication licenses and approving Licensee improvements.

Under this Program, the District will balance its interest with maximizing additional revenues from wireless communication companies with due consideration for operational needs related to use of District’s facility properties, flexibility to allow changes-in-use of its facilities, and adequate protection against safety concerns related to use of the Sites for Communications Facilities.

The terms and requirements set forth in this Program shall apply to all Communication Facilities and all references to License(s) and/or Licensee(s) shall extend to all existing Lease(s) and Lessee(s), as applicable. All new applications for Communication Facilities shall comply with the terms as outlined in this Program, and the authorizations to use District property shall be in substantially the form of the Communication Facility License Agreement attached in Appendix A.

The terms and procedures outlined in this Program shall also apply to Amendments or changes to existing Communications Facility Agreements. See Appendix B for the form of Amendments to License Agreements.

This Program may be amended from time-to-time by the WD Board of Directors, in its sole discretion, by properly noticed public hearing. WD shall notify, in writing, Licensee, in advance, of any proposed revision to this Program. However, it is the responsibility of all applicants and/or Licensees to comply with the most current Board approved version of the Program.

2. License Agreements and Amendments

1. All applications for new Communications Facilities shall be authorized in substantially the form of the Communications Facility License Agreement attached in Appendix A. All applications for an Amendment to a Licensed Communications Facility License Agreement shall be authorized in substantially the form of the Amendment to Communication Facility License Agreement attached in Appendix B.
2. Key terms of the License Agreement in Appendix A include:

- a. The License Term shall be for ten (10) years, and at the option of applicant for an additional five (5) year period (fifteen (15) years aggregate) provided Licensee is not currently in default under the License Agreement.
 - b. The License Fee amount for the ten (10) year license period shall be negotiated between the District and the Licensee and is payable in advance in annual payments. Payment schedule for License Fees is listed in the Agreement in Appendix A.
 - c. Annual License Fees shall begin immediately and be payable within 45 days of the full execution of the License Agreement and/or Amendment (the prorated portion of the annual License Fee, if any).
 - d. License Fee amounts will be subject to an automatic yearly increase equal to 4 percent (4%) per annum during the ten (10) year license period and during any option period, as applicable. General Manager, or their designee, may negotiate other annual percentage increase rates at the time of the Agreement execution, so long as the starting Annual License Fee amount and the annual percentage increase equate to an equivalent net-present-value as the previously determined License Fee at a 4 percent per annum increase. In addition, if applicable, a one-time catch-up inflation adjustment shall be made for the first year of the option period based on the consumer price index as described in Section 4 of the License Agreement.
 - e. Should the agreement lapse, the District shall charge a holdover fee of 150% of the then current annual License Fee pro-rated on a monthly basis described in Section 5 of the License Agreement.
 - f. Licensee shall submit to the District, for approval, two (2) competitive bids for a performance bond for the removal of Licensee's equipment and restoration of the Licensed Area to the condition which existed prior to Lessee's installation of its equipment, reasonable wear and tear excepted.
3. The Board of Directors may delegate authority individually to the General Manager Assistant General Manager, and the Director of Facilities & Operations, or their designee(s), to review all License applications and negotiate all Licenses and Amendments, including determination of annual License Fees, in accordance with the terms and conditions of this Program, and may delegate authority individually to the General Manager Assistant General

Manager, and the Director of Facilities & Operations to enter into License Agreements and/or Amendments under this Program.

3. Cell Carrier Facility Development Guidelines and Requirements

All Communications Facilities on District properties shall be installed, operated, maintained, modified, and altered, according to this Program, and shall comply with the policies, procedures, guidelines and requirements outlined in this section and elsewhere in this Program. These Program guidelines and requirements apply to all Communications Facilities installations, work and operations, whether under new Licenses, or pursuant to existing Lease Agreements.

3.1 Universal Installation Requirements

The following requirements apply to all Communications Facilities on District property.

3.1.1 New Site Build, Site Modifications and Site Repairs

1. All new Communications Facilities are required to have magnetic mounts for all tank-mounted equipment. All existing Communications Facilities with welded and/or epoxy mounted antennas and tank-mounted attachments shall be removed and replaced with magnetic mounts when Licensee submits an application to modify its facilities or upon written notice to Licensee of failing mounts or mounts causing damage to District's water tanks, Licensee has the option to remove and replace all welded and/or epoxy tank-mounted antennas and tank-mounted attachments with magnetic mounts, and the District, at its sole discretion, may waive application fees, however, Licensee shall comply with all the requirements of this section.
2. All formal request for a new Communications Facility, or modifications to an existing facility, requires the applicant to submit a Site Application and the appropriate fees (Appendix D) to the District for review and processing. The applicant is encouraged to engage the District early in the processes and perform an assessment site-walk to determine if proposed project or improvements are feasible. All applications for new Communications Facilities, or modifications to existing facilities shall be valid for a twelve-month time-period starting on the date of notice from the District to Lessee of acceptance and receipt of Lessee's application. Licensee may request an extension to the twelve-month time-period, which shall be granted at the District's sole discretion.
3. Prior to commencement of any work by Licensee at a District property, the District shall have:
 - a. A fully executed License Agreement, that is not in default or Amendment, as applicable; and,

- b. A current Certificate of Insurance with the proper endorsements pursuant to Section 12 of the License Agreement, or the Insurance Section contained within the current Lease Agreement. Additionally, Licensee shall ensure that any contractor(s) to be engaged in the installation or modification of a Communications Facility, conform with the Insurance requirements described in the License Agreement or Lease Agreement; and,
 - c. Set of construction drawings/plans for the proposed communications facility signed and stamped by a licensed professional engineer, and received and accepted by the District; and,
 - d. Proof that Licensee has complied with all applicable zoning and planning approval requirements from appropriate jurisdictions along with Conditions of Approval (COA's), if any; and,
 - e. A set of construction drawings/plans signed and stamped by the jurisdiction of record and a copy of a building permit, and/or any other permit(s) required; and,
 - f. A copy of the signed and stamped Structural Analysis, from a licensed Professional Engineer (P.E.), and a separate letter from the P.E. indicating that all existing and/or proposed equipment will be adequately supported by the attachment system(s).
 - g. A pre-construction conference conducted with the District's Inspector. The pre-construction conference shall be held at least one week prior to start of construction and attended by Licensee's representative(s), its contractor(s), the District's Inspector and, if necessary, the District's coatings representative. Licensee or its contractor(s) shall provide the District's Inspector the following:
 - i. a construction schedule;
 - ii. 24-hour contact information for the contractor(s) and/or its project foreman;
 - iii. Contractor(s) proof of Insurance, including workman's comp.
4. No work shall commence prior to the issuance of a Consent Letter by the District. The District shall issue a Consent Letter once all the requirements of this Program have been met by the applicant and the District has determined that the proposed work may commence. The Consent Letter shall accompany District approved construction drawings/plans that have been signed and stamped by the jurisdiction of record.

5. After the Licensee receives a Consent Letter and District approved construction drawings/plans, the Licensee or its contractor(s) shall notify the District's Inspector at least two (2) working days prior to beginning any work.
6. The District reserves the right not to issue or withdraw its approval to commence work if the Licensee or its contractor(s) have failed to satisfy the Program terms.
7. If the District's facilities require maintenance work that may interfere with the Licensee's activities at the Site, the District reserves the right to require Licensee to postpone Licensee's work activities on the Site until such time the District's work has been completed. The District will, wherever possible, give advance notice of any scheduled maintenance work and coordinate its activities with the Licensee and/or its representatives.
8. Under no circumstances will Licensee and/or its employees, agents, contractors be allowed access to the roof of any District reservoir tank without direct District staff supervision. Furthermore, the District reserves the right to determine any work limitations at any District facilities and/or Site.
9. Licensee's personnel, including contractors and subcontractors, shall ensure that the District Site and District facility is accessible at all times to District personnel, in accordance with the details under Section 3.3, herein.
10. The Licensee shall be responsible for any damage due to any construction work or other activities to the existing Communications Facilities, if any, and/or District Site and upon request by the District shall promptly return damaged facilities and/or Site to its pre-existing condition, or better, at no cost to the District, and Licensee shall ensure its contractors comply with the foregoing. In the event Licensee does not comply, District may perform the necessary repairs and bill Licensee, which Licensee shall pay within thirty (30) days of receipt of the invoice.
11. All new and existing communication facilities and equipment owned by the Licensee shall be properly tagged identifying the Licensee's name, site name and/or number and 24-hour Emergency phone number.
12. The Licensee and its contractor(s) shall have a copy of the jurisdictional required permit(s) and the construction drawings/plans approved by the District's Director of Facilities & Operations (or designee) on-site at all times, while work activities are occurring.

13. The Licensee and its contractor(s) are both responsible to ensure the District Site and facilities cannot be accessed by the public at all times while installation work is occurring.
14. Upon completion of work, License shall schedule a final walk-through with the District's Inspector. Upon acceptance by the District's Inspector, Licensee or its contractors shall provide the District with a set of District accepted construction drawings/plans with field mark-ups (as-built), if any. These construction drawings/plans shall be labeled "**Record Drawings**" and are mandatory for the District to close-out the project upon completion of the installation and/or related work activity. Any project that has not been successfully closed-out may result in the District's delay in reviewing any subsequent project submittal(s).
15. Trenching, as part of any work or installation, shall conform to the requirements of Section 3.6 Trench Details.
16. The Licensee and its contractors shall comply with all local, state, and federal health and safety requirements pertaining to the construction, installation, operation and maintenance of their Communications Facilities. Requirements of the Occupational Safety and Health Administration (OSHA) & Federal Communications Commission (FCC) shall be adhered to at all times; including any safety and injury prevention placards or program that is required under applicable laws and/or regulations. A copy of such program, if required by law or regulation, shall be on-site at all times and employees and contractors of the Licensee shall be trained accordingly.

3.1.2 Maintenance & Emergency Access

Maintenance at Licensee facilities is divided into two categories: Routine and Non-routine. If Licensee has uncertainty which category proposed work is defined as, Licensee should contact the District's Inspector. All maintenance activity shall be performed during regular business hours (7:00 AM – 5:00 PM, Monday through Friday) or according to the hours prescribe by the jurisdiction of record, whichever is more stringent.

Routine maintenance is defined as the following:

1. Any work performed by Licensee to repair or service their facility which does not require entitlements (e.g. Planning/Zoning Approval, Building Permit, Electrical Permit) from a jurisdictional body; and,
2. Any work within Licensee's equipment area that does not extend beyond the Licensed Area, in any direction, and does not require any excavation; and,

3. In the case of antennas, like-for-like replacement is acceptable, subject to the conditions of approvals (COA's) imposed by the jurisdiction of record for the original antenna installation.

Non-routine maintenance is defined as the following:

1. If the sizes, weight, shape, appearance or other similar characteristics of a replacement component are changed, Licensee shall be required to submit a Site Application, appropriate fee(s) and construction drawings/plans for the District's review and approval.
2. In the event work performed by Licensee is expected to impact the use of District property, including property access, obstructing driving lanes, or similar impacts Licensee shall notify the District and submit a Site Application and construction drawings/plans for District review and approval (Consent Letter).

Emergency Access is defined as the following:

Licensee Emergency Access may be required in an event whereby Licensee's Communication Facilities becomes suddenly impaired or non-operational due technical reasons including, but not limited to power failure, equipment failure, theft, vandalism, or acts of nature. Licensee has the non-exclusive license to access the facilities on seven (7) days a week, twenty-four (24) hours a day, via foot or motor vehicle (but not including vehicles with more than two (2) axles/more than twenty (20) feet in length) in order to install, operate, and maintain the Communications Facility, provide Licensee adheres to this Program.

In the event there is an equipment failure, other than equipment accessed at the ground level, Licensee will use best efforts to undertake repairs during standard business hours. Within twenty-four (24) hours, Licensee shall inform the District, via e-mail xxxxxx@WD.com and/or phone (818) 251-XXXX, when access to any District facility occurred as a result of an emergency or outside of standard business hours.

3.2 Requirements for Proposed Project Construction Drawings/Plan

The requirements for submitting project construction drawings/plans is for the purpose of evaluating the location and other aspect of the project as it relates to the continued on-going operations of the District's facility. All project construction drawings/plans submitted to the District for review shall contain the following:

3.2.1 Signature Block

Each project construction drawings/plans submitted for District review shall have a signature block for the District's Director Facilities & Operations (or designee) with a date featured on the Title Sheet according to the sample shown in Appendix E.

3.2.2 **WD Construction Notes**

Each project construction drawings/plans should include **WD** Construction Notes, listed in Appendix F.

3.2.2. **WD Contact**

The title page of each project construction drawings/plans shall have a District contact listed for engineering and inspection. The Licensee shall obtain the current contact information from the District.

3.2.3 **WD Facility Name**

Each project construction drawings/plans set submitted to the District for review shall have the District's Site name prominently displayed, in addition to Licensee's designation for its Communications Facility on the Title Sheet.

3.2.4 **WD Project Number**

Each project construction drawings/plans set submitted to the District for review shall have the District's assigned Project Number clearly displayed on the Title Sheet.

3.2.5 **Equipment Table**

Each project construction drawings/plans set submitted to the District for review shall have the equipment schedule, showing what equipment is licensed approved, zoning approved, number of antennas, type and size of the antennas, number of remote radio units (radio heads) according the sample table depicted in Exhibit E. The Equipment Table shall be featured on the Title Sheet.

3.2.6 **Address**

Each set of project construction drawings/plans submitted to the District for review shall have the District's address (the correct District facility's street address), and the Licensee's meter address (if different), and the Assessor's Parcel Number(s) (APN(s)) depicted on the Title Sheet.

3.3 **District Personnel Access**

Licensee and its contractor(s) shall ensure their activities do not block the District's personnel from accessing the Site at any time, except with District's prior consent. Open trenches are a hazard and shall be properly plated at the end of each working day to allow District personnel 24-hour safe access to the Site.

3.4 DIG ALERT

The Licensee or its contractors shall notify underground service alert (DIG ALERT), in accordance with the law, at least two (2) working days prior to beginning construction at 1-800-422-4133. Any **WD** facilities to be crossed shall be potholed, by hand digging, to verify location of District underground facilities prior to working in the vicinity of **WD** facilities.

3.5 Coating Requirements

For any work on a District reservoir tank(s), Licensee or its contractors shall coordinate with the District's Inspector and coatings representative for coating requirements and coating inspections prior to any work on a reservoir tank(s). The Licensee is responsible for any inspection fees associated with the District's coating inspector. All inspection fees must be paid prior to project close-out.

3.6 Trench Detail

Trench details shall show:

- a. Depth and width of the trench
- b. Backfill material list
 - (i.) Paved areas - one-sack cement slurry shall be used to within 1-inch of existing pavement
 - (ii.) In unpaved areas – suitable native material shall be used with 90% minimum compaction; a compaction report shall be provided to the District
- c. All hardscape to be saw cut.
- d. Minimum 30- inch depth to top of conduit or as directed by District.
- e. AC replacement - 1st lift $\frac{3}{4}$ - inch mix, relative compaction 95%, no more than 3- inch placed at any one time. 2nd lift, $\frac{1}{2}$ - inch fine, no more than 1- $\frac{1}{2}$ inch lift.
- f. Slurry seal the entire work area for the full width of the access road/paved areas or as directed by District's Inspector after work is completed.

3.7 Softscape Replacement

All construction drawings/plans shall depict the replacement or repair of all landscaped areas. If work will be performed in unpaved areas, these notes shall be present on the site-plan sheet, as necessary:

1. Protect all landscaping in place.
2. Only remove trees and shrubs as marked on drawings and/or plans.

3. Any disturbed or damaged landscaping shall be replaced in-kind with 5-gallon minimum shrubs and 15-gallon minimum trees, as directed by the District's Landscape Manager.
4. Areas exposed or disturbed by the work or installation shall be covered with District-approved mulch to a depth of 2-inches.
5. Contact the District's landscape manager prior to installation for landscaping requirements.

3.8 Work Hours and Lighting

The Licensee shall adhere to all work hours and/or lighting restrictions imposed by the jurisdiction of record. The District reserves the right to restrict work hours at its Sites at the District's sole discretion. The use of night-time flood lighting is strictly prohibited. However, in the event Licensee determines that it is absolutely necessary, Licensee may submit a lighting plan and schedule. District will review and determine at its sole discretion whether to allow the lighting.

3.9 Site Restoration

District Sites shall be repaved per Section 3.6 Trench Details or restored per Section 3.7 Softscape Replacement. Any other features disturbed, removed, or damaged by Licensee or its contractors shall be replaced with new features, or repaired, as determined by the District Inspector. The Site shall be restored to a condition equal or better.

3.10 Emergency Back-Up Generators

The District is aware of the importance of disaster preparedness, recovery, and restoration during natural disasters and the need for operation continuity of communications networks. In time of natural disasters, communication networks are a critical component for public safety (e.g. first responders such as firefighters, law enforcement, paramedics, utility workers, and relief workers). In an effort to be environmentally friendly and reduce the amount of effluent emissions at any on Site, rather than each carrier providing their own fixed backup power source, a single multi-tenant generator unit will provide a fixed generation asset that Licensees can access at a commercially reasonable cost. Therefore, the District's policy is to promote the use of a single multi-tenant generator asset owned, operated, and maintained by a third-party provider, where applicable.

Notwithstanding the foregoing, the District will allow Licensee access for portable standby generators, where applicable.

4. Site Access and Security

4.1 Obtaining Keys

Work on Licensee's Communications Facility, such as installation, maintenance, modifications and operation, will require use of a District issued site access key. Licensee shall pay the District a Site

Access Key Deposit in the amount of Five Hundred Dollars (\$500.00) per key issued. If a key is lost or damaged, the deposit will be forfeited, and a new deposit will be necessary for each additional key. The key may be terminated at the sole discretion of the District in the event Licensee or its employees, representatives, agents or contractors, or any of them, do not strictly adhere to all rules and requirements pertaining to the access to the Site and/or safety and security at the Site, including the requirements under this Program. Additional keys may be obtained as needed with applicable deposit fees.

The District may require, at its sole discretion, a copy of Licensee's safety rules and regulations and/or Policies for accessing any District facility for any purpose.

4.2 Security Measures and Access Regulations

The District is subject to local, State, and Federal law, including Homeland Security regulations. The District requires security measures and access regulations to comply with applicable laws and District requirements as follows, but not limited to:

1. Rules and guidelines for each District Site are at the sole discretion of the District and shall be adhered to by Licensee. Site-specific rules and regulations, and updates to them, will be effective upon written notice to Licensee. Failure to follow the District's rules and guidelines are cause for revocation of unsupervised site access.
2. Rules and guidelines may be established for each District Site based on the unique characteristics of the Site.
3. Each Licensee will be required to have a site access key. The site access key allows access to each District Site; notwithstanding the foregoing, in all cases, a Licensee will be responsible for the activities of all their employees, agents, representatives and contractors while at a District Site.
4. Licensee will be responsible for maintenance of the site access key. The site access key shall be held by the Licensee and its whereabouts shall be known at all times. If the site access key is misplaced, lost or stolen, the District must be notified immediately.
5. The Licensee shall provide the District, upon request, a contact list of site access key holders and the names of who will have access to the Sites. No persons may access the Sites except listed as key holders and persons accompanying them on an as needed basis to perform work, or by providing the District advanced notice of any persons intending to access a District Site not on the site access key holder list.

6. Licensee may not make any other attempt to enter a District property other than using a District issued site access key (No daisy-chain locks for Communications Facilities are allowed).
7. Licensee may not leave the District property open (open gate) and unattended at any time for any reason.
8. In the event Licensee discovers theft or vandalism, whether to the Licensee's facilities or District property, Licensee shall report it to the District immediately.
9. It is the responsibility of the Licensee to ensure the District property is properly locked upon leaving for any reason.
10. If District personnel are present at a District facility, it is Licensee responsibility to announce their presence and to let District personnel know when they leave.
11. Licensee agrees to monitor the use of the site access keys and to keep them in a safe and secure place at all times. Repeated loss of site access keys may result in forfeiture of the use of the keys resulting in escorted access for a fee.
12. The District may in its sole discretion allow a Licensee or its contractor to access a District property without a site access key but reserves the right to charge an hourly fee for such access.
13. Wherever possible, each Licensee shall design their equipment area on District property to allow for private access without going through the main gate of the District Site.
14. Licensee shall provide at least 24-hours' prior written notice to the District when any activities by Licensee or its contractors will be occurring at a District Site. The notification shall be by email sent to ???????@wd.com.
15. Employees of Licensee and its contractors accessing a District property shall carry name badges and picture identification and shall present such to a District employee when requested. Persons without proper identification may be required to leave the Site.
16. All vehicles of Licensee or its contractors shall be marked as such and be distinguishable from general public vehicles when on a District Site. Any vehicle accessing District facilities without distinguishing markings shall display a business card in the windshield identifying the entity accessing the Site.

17. The District may charge an escorted access fee for any requests by Licensee employees or contractors for access that are not due to a malfunctioning key.

4.3 Ongoing Operations

1. Ongoing operations and maintenance of the Licensee's facility shall comply with all applicable local, state, and federal laws and regulations and the requirements of this Program and the applicable executed license agreement.
2. In the event Licensee installs any equipment outside the parameters of the License agreement without the prior written authorization of the District, the District may, at its sole discretion, terminate the agreement with the Licensee, or charge an unauthorized facility fee equivalent to 200% (two hundred percent) of the current Rent or License Fee that would have been due to the District for a similar increase in use had the District's prior consent been properly obtained. For the purposes of calculating the rent/License Fee due for such unauthorized equipment, the District will assume the equipment was in place for the period which is the shorter of: two years prior to the date of discovery or the period from the effective date of the applicable license agreement to the date of discovery.

5. Application Process Guidelines

All applications for proposed work at a District Site shall follow the general Application Process Guidelines (Project inception to project completion "close-out"):

- 1) Applicant contacts the District to request a Site Application for a proposed project (New Build, Modification or Decommission).
- 2) Applicant is referred to District's processing agent (Agent).
- 3) Upon contact, District's Agent shall provide the Applicant with a copy of the District's current Communication Facilities License Program and the District's Communications Facilities Project Application form.
- 4) Applicant shall complete the Communications Facilities Project Application Form, sign and date, then submit the form back to the Agent accompanied by a check for the appropriate fees issued by the Licensee (no third-party checks will be accepted) or a cashier's check.
- 5) Agent shall review the application for accuracy, clarity and completeness. Upon Agent's satisfaction, the application shall be delivered to the District for acceptance. The District shall provide the Applicant a letter of acceptance and receipt for the fees received, along with a project tracking number.

- 6) Applicant will coordinate with Agent for Site access if necessary for Architectural & Engineering surveys (A&E site-visit).
- 7) Applicant shall provide Agent with construction drawings/plans for District's review.
- 8) District may require the Applicant to have the construction drawings/plans corrected or modified and the District/Agent will provide redlined construction drawings/plans with comments for corrections.
- 9) Applicant shall provide Agent revised construction drawings/plans for District's final review and approval. Upon approval, the District shall provide the Applicant a letter of authorization (LOA) allowing the Applicant to submit the proposed construction drawings/plans to the local jurisdiction for any necessary entitlements. If the jurisdiction requires modifications to District approved construction drawings/plans, Applicant shall be required to obtain District approval for any modifications to previously District approved construction drawings/plans.
- 10) Once the Applicant has obtained all necessary entitlements and has fulfilled the requirements listed in Section 3 above the District will issue a Consent Letter allowing Licensee to undertake and complete the proposed work.
- 11) Prior to full completion of work, Licensee's contractor(s) shall schedule a walk-through with the District's Inspector to identify and list issues (punch-list), if any, with the work.
- 12) Once the punch-list items are completed Licensee's contractor(s) shall schedule a final walk-through with the District's Inspector.
 - a. Upon District's final acceptance of the work, Licensee or its contractor(s) shall provide the District a set of as-built plans labeled "RECORD DRAWINGS", showing all field changes, if any. If no field changes were made – a note indicating "Built to Plan" shall be depicted on the Title Sheet.
 - b. In addition to submitting "RECORD DRAWINGS", the Applicant or Licensee representative shall sign and date the Consent Letter and return the signed and dated document to the Agent for final project close-out.
 - c. Upon District's acceptance of the "RECORD DRAWINGS" and receipt of the signed/dated Consent Letter from Licensee's representative, the District's Inspector shall sign, date and return the Consent Letter to the Applicant, which indicates the project has been successfully closed-out.

6. Decommission or Termination Process

Any Licensee that decides to decommission its Communications Facilities on any of District's properties shall follow the process described herein.

Licensee shall submit a letter to the District, by certified mail or equivalent, indicating Licensee's intention to decommission its Communications Facility located on District property. The letter shall include Licensee's Communications Facility name & number, District Site name, Site address, contact person, mailing address, e-mail address, and intended time-frame for the decommission activity.

The District shall provide Licensee a return letter acknowledging Licensee's intention to decommission its Communications Facility and directing Licensee to initiate the application process, payment of appropriate fees, and submission of necessary decommission plans.

Once fees are paid and decommission plans are approved, the Licensee shall remove all installed equipment and return the Site to pre-existing conditions, normal wear and tear excepted.

The process shall follow the guidelines provided in Section 5

(Left out of this document pending final draft template)

Appendix A
Communication Facility License Agreement
Template

(Left out of this document pending final draft template)

Appendix B

Amendment to Communication Facility License Agreement Template

Appendix C

Application Procedures and Forms

Communications Facilities Project Application

Required for all New & Existing Communications Facilities on District Property

(Check all that apply)

- Application for New License Agreement
- Application for License Amendment
- Application for Consent Letter for minor improvements (no excavation/plan approval)
- Application for Consent Letter for major improvements (Site excavation/plan approval)
- Specialty field inspection (coating, welding, compaction, etc.), billed to licensee upon completion of construction
- Application for Site Decommission (Site excavation/plan approval)
- Application for insurance compliance, name change, assignment, change of ownership or entity

Please see the Fee Schedule in Appendix D of the WD Communication Facilities License Program

(Payments should be made payable to WD and shall accompany this application)

Total Fee: \$ _____

Check #: _____

WD Site Name: _____

WD Site Address: _____

APN#: _____

Carrier Name (Licensee): _____

Licensee's Local Address: _____

Licensee's site Name /Number: _____

Correspondence regarding this application should be sent to:

Agent Name: _____

Agent Company: _____

Address: _____

Phone: _____

E-mail: _____

Applicant Signature

Date

_____ New License _____ Modified Build _____ Decommission

Detailed description of Project: _____

(mark all that apply)

Antenna(s) (Y/N): _____ Number / Size: _____

Microwave dish (Y/N): _____ Number / Size: _____

RRUs (Remote Radio Units) (Y/N): _____ Number / Size: _____

Surge Suppressors (Y/N): _____ Number / Size: _____

TMA/LNA (Y/N): _____ Number / Size: _____

Trenching (Y/N): _____ Location/Length: _____

Proposed Location of the-BTS equipment (and existing equipment, if applicable): _____

Interior/Exterior: _____ Size: _____ Square Feet: _____

Enclosure material: _____

Proposed screening material: _____

Site access to equipment: _____

Aesthetic mitigation measures: _____

This application is valid for 12 months from the receipt of the application fees

<p>WD only</p> <p>Payment Received: \$ _____ Date: _____</p> <p>Original Submittal Date: _____</p> <p>Re-submittal No.: _____ Date: _____</p> <p>WD Project Tracking No.: _____</p>

Appendix D

Fee Schedule

Water District
Communication License Program
Application Fee Schedule¹

Checks for Site Application fees should be made payable to the **Water District**. The District request that Licensee issues separate checks for each type of fee. Prior to cashing the checks, the District will review each application and determine whether the required application fees have been submitted. If a fee has been submitted that is not necessary, the District will return the check. If fees are missing, the District will advise the Applicant. Once a fee is accepted, it is non-refundable and not assignable to another project application. Failure to diligently pursue an application once submitted (for example, by not responding to a District request for information for several months) may result in denial of the application and require resubmittal.

Types of fees:

1. Application Fee for a new License Agreement - \$4,500.00 nonrefundable deposit and full reimbursement of District out-of-pocket and attorney fees above that amount.
2. Application Fee for License Amendment - \$1,750.00 nonrefundable deposit and full reimbursement of District out-of-pocket and attorney fees above that amount.
3. Application Fee for a Consent Letter for minor improvements (no excavation) - \$2,000.00 flat fee.
4. Application Fee for a Consent Letter for major improvements (Site excavation) - \$2,250.00 flat fee.
5. Application for a letter of authorization to commence zoning and permitting - \$500.00 flat fee.
6. Specialty field inspections fees - \$125 per hour (coating, welding, compaction, etc.), billed to Licensee upon completion of installation and prior to close-out.
7. Application Fee for a Site Decommission - \$2,000.00 nonrefundable deposit and full reimbursement of District out-of-pocket and attorney fees above that amount.
8. Application Fee for insurance compliance, name change, assignment, change of ownership or entity - \$600.00 nonrefundable deposit and full reimbursement of District out-of-pocket and attorney fees above that amount.

¹ These processing application fees are in addition to the 'annual License Fee' required under the License Agreement/Amendment.

Appendix E

Signature Block and Equipment Table Samples

Signature Block Sample and Equipment Schedule

Required on all title pages of drawings submitted to **WD** for approval for communication license holder's site improvements.

WD SIGNATURE	
NAME , GENERAL MANAGER	DATE
WD SITE NAME	

EQUIPMENT SCHEDULE				
	ZONING APPROVED	LICENSED APPROVED	EXISTING ON SITE	NEW MOD
# OF ANTENNAS				
ANTENNA TYPE				
EQUIPMENT AREA				
RRU'S / LOCATION				

Appendix F

Construction Notes

These construction notes shall appear on the notes sheet of every set of Construction Drawings/Plans submitted for District's review and approval:

WD Construction Notes:

1. The
2. **Water District** Inspector shall be notified at least two (2) working days prior to beginning of construction. Call **(818) XXX-XXXX** to arrange for inspection.
2. A preconstruction conference of representatives from applicable agencies shall be held on Site at least one week prior to beginning construction at which time a construction schedule and 24-hour contact information shall be provided to **WD**.
3. Contractor shall maintain safe access to the Site at all times for **WD** personnel. Open trenches shall be properly plated at the end of each working day to allow for 24-hour **WD** access to the Site.
4. The Contractor(s) and Licensee shall be responsible for any damage due to Construction activities to District Facilities and the existing Site(s) and shall return damaged facilities to existing condition or better at no cost to the District.
5. The Contractor shall notify underground service alert (DIG ALERT) at least two (2) working days prior to beginning construction at 1-800-422-4133. Any **WD** facilities to be crossed or paralleled within five feet shall be potholed to verify location prior to working in the vicinity of **WD** facilities. Licensee or its Contractor is responsible for providing gate access to DIG ALERT inspection(s).
6. The Contractor shall contact the District's coating representative **(XXX)** for coating requirements and inspections at **(XXX) XXX-XXXX** prior to any work on District's tank(s). District coating representative shall be present during the preconstruction conference if proposed project involves any work on the District's tank(s). Licensee and/or its Contractor(s) is responsible for paying District coating representative for their services.
7. All new and existing Communications Facilities shall be properly tagged (e.g. stencil or decal) identifying the Carrier's name, Carrier Site Name and/or Number and 24-hour phone emergency contact number. Contractor to ensure that radio frequency, warning and emergency signage (placards) are correct and meet the requirements from the local jurisdiction, State and Federal guidelines.

8. The Contractor shall have a copy of any required permit, a copy of the District approved Construction drawings/plans and a copy of the District signed Consent Letter on-site at all times during the work activity.
9. The Contractor is responsible to ensure the Site is secure at all times, during both working and non-working hours.
10. The Contractor shall provide the District with a set of City (County) stamped and approved Construction Drawings/Plans and a copy of any necessary permits (Building Permit, Electrical Permit, Grading Permit and/or Encroachment Permit) prior to commencing any work.
11. The contractor shall saw cut all pavement. Backfill shall be one sack slurry or aggregate base to within 1" of existing AC.
12. The contractor shall provide a minimum cover of 30-inches on top of all underground conduits.
13. The contractor shall replace asphalt pavement with: 1st lift - 3/4" mix, relative compaction 95%, no more than 3" placed at any one time. 2nd lift - 1/2" fine, no more than 1 1/2" lift.
14. The contractor shall slurry seal the entire work area and any damaged areas curb to curb. The contractor may be required to repair, and slurry seal additional areas as identified by District Inspector (e.g. opening trench seams in asphalt patch).
- 14B. If applicable, see Section 3.7 Softscape Replacement of the Policy and Procedures for Communication Facilities.
15. The contractor and license holder shall perform a final walkthrough to for release and provide the District a copy of as-built project Construction Drawings/Plans redlined with field changes, if any, labeled "RECORD DRAWINGS" on the Title Sheet. If no field changes were made, the RECORD DRAWINGS shall denote "Built to Plan" on the Title Sheet.