

**MASTER LICENSE AGREEMENT FOR THE INSTALLATION OF WIRELESS TELECOMMUNICATIONS  
FACILITIES BETWEEN THE CITY OF MODESTO AND [ ]**

This Master License Agreement (the "Agreement") made this day of \_\_\_\_\_, 20\_\_\_, by and between the City of Modesto, California, a municipal corporation (the "**CITY**"), and \_\_\_\_\_, a \_\_\_\_\_ (the "**LICENSEE**"). The City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

**RECITALS**

**WHEREAS**, the City owns and controls certain buildings, streetlight poles and/or other improvements and/or facilities (hereinafter "City Assets" or "City Property"), and

**WHEREAS**, Licensee is duly authorized under federal and state law to provide wireless communications services in Modesto, California, and

**WHEREAS**, Licensee desires to install, maintain and operate wireless communications facilities known as small cells or distributed antenna systems (hereinafter "Facilities") in and/or upon certain City Assets, some of which may be located in the public rights-of-way; and

**WHEREAS**, the Parties desire to enter into this Agreement to define the general terms and conditions would govern their relationship with installation, maintenance, and operation of Licensee's Facilities on City assets as hereinafter set forth; and

**WHEREAS**, City and Licensee acknowledge that they will enter into a supplemental license ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to each particular location or site which Licensee will install said Facilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **LICENSE.** City hereby grants a non-exclusive, revocable license to install, attach, replace, operate, and maintain Licensee Facilities on certain City assets, described in the applicable Supplement. Such use is subject to all of the terms and conditions of this Agreement, including but not limited to Paragraph 3 below, and the applicable Supplement.
2. **TERM.** This Agreement shall be for a term of ten (10) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for ten (10) years and shall commence on the first day of the month following the day that Licensee commences installation of the equipment on the Property (the "**Commencement Date**").
  - 2.1 **Extensions.** Each Supplement shall automatically be extended for three (3) additional five (5) year terms unless Licensee terminates it at the end of the then current term by giving City written notice of the intent to terminate at least three (3) months prior to the end of the unexpired term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
  - 2.2 **Annual termination.** Notwithstanding anything to the contrary contained herein, provided Licensee is not in default hereunder beyond applicable notice and cure periods, Licensee shall have the right

to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to City.

3. **USE.** Licensee shall use the Property identified in Supplement(s) for the purpose of installing, attaching, maintaining, repairing and operating their Facilities and uses incidental thereto. Licensee's facilities shall be installed, attached, maintained and operated in a workmanlike manner and accordance with all applicable local, state and federal laws, regulations, and specifications, including but not limited, the City's Specifications and Standards, all applicable orders, rules, and/or regulations issued by the California Public Utilities Commission (CPUC) and Federal Communications Commission (FCC); and the National Electric Code. Licensee shall confine activities on Property to strictly those necessary for the exercise of the privilege and activities hereby licensed and shall collaborate and cooperate with City so as not to interfere with the transaction of City business and the convenience of the public, or jeopardize the safety of persons or property. Licensee shall promptly comply with such further conditions and requirements as City may hereafter prescribe.

- 3.1 **Governmental Approvals.** It is understood and agreed that Licensee's ability to use the Property is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building or utility pole structural analysis which will permit Licensee use of the Property as set forth above. City shall cooperate with Licensee in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner, Licensee shall have the right to terminate the applicable Supplement. Notice of Licensee's exercise of its right to terminate shall be given to City in accordance with the notice provisions set forth in Paragraph 15 and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All fees paid to said termination date shall be retained by City. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the Licensee shall have no further obligations for the payment of fees to City for the terminated Supplement.

- 3.2 **Utilities.** Licensee, at Licensee's expense, shall have the right to install utilities and to improve any existing utilities on the Property (including, without limitation, the installation of emergency power generators) upon approval from the City's Traffic Engineer. Licensee shall be solely responsible for the safe and proper use and operation of any such utilities. Prior to the execution of a Supplement, Licensee shall provide written proof of access to utilities from the applicable Utility Company (e.g., Modesto Irrigation District, Turlock Irrigation District).

- 3.3 **Permits.** Licensee shall apply to the City's Community and Economic Development Department for an encroachment permit for all work to be done within the City's right-of-way during the installation of Licensee's Facilities and pay the applicable permit fee. The requirements and application for which are contained in Exhibit C. The City's approval of any drawings, cable storage requirements schedule, or the issuing of any required permits, shall not in any way impart liability to the City, increase the liability of the City, nor relieve the Licensee of any duties, liabilities, responsibilities, or obligations.

Licensee shall perform all work on Licensee's communications equipment within the public rights-of-way and park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of Licensee's Facilities in accordance with the encroachment permit obtained by Licensee. Following completion of work in

the public rights-of-way, Licensee shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established by the encroachment permit issued by the City. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work authorized by the encroachment permit.

**3.4** **Supplements.** The installation of wireless telecommunications facilities on any City Asset and execution of a Supplement shall be subject to the following review and approval process:

**a.** City Manager, or his designee, shall initially review requests for to execute a Supplement and accompanying site plan to install Licensee's Facilities on a particular City asset.

**b.** The Planning Department shall review and approve site plan for proposed Supplement for conformance for with the applicable zoning regulations under Modesto Municipal Code section 10-3.401, et seq., design, and California Environmental Quality Act (CEQA).

**c.** The Traffic Engineering Division of the Public Works Department shall review and approve site plan, including building or utility pole structural analysis, and issue the necessary permits (e.g. encroachment permit). Licensee shall submit the documentation satisfactory to the City's Engineer, or his/her designee, according to Exhibit C.

**d.** The City shall process the request for the first Supplement in an expedited and reasonable fashion consistent with the City's permit processing timeline and reviewed and approved by the Departments listed above. Subsequent Supplements that are consistent and substantially similar to the first Supplement shall be subject to expedited review and approval by the Public Works Department and the IT Department.

**3.5** **Emergency Repairs.** Licensee shall provide City and maintain a current contact name and phone number to which any emergency repairs or incidents shall be reported to. Licensee and contractors performing work for Licensee shall not be required to pay any fee in order to perform work on Licensee's communications equipment, or park within the streets and other public rights-of-way when responding to an emergency repair request from City. Emergency repair shall mean any repair needed to be completed within less than 48 hours in order to continue the normal operations of City or Licensee facilities or equipment.

**3.6** **Collaboration with City.** Licensee

**3.7** **Removal at End of Term.** Licensee shall, upon termination of this Agreement, or within sixty (60) days after any earlier termination of a Supplement, remove its facilities and restore the Property to its original condition, reasonable wear and tear and casualty damage excepted. If such time for removal causes Licensee's facilities to remain on the Property after termination of the Supplement, Licensee shall pay fees at the then existing rate at pro-rata basis, until such time as the removal of the fixtures and/or facilities is completed.

**4.** **REPRESENTATION AND WARRANTIES.** Licensee represents and warrants, as of the Effective Date of this Agreement and execution thereof, following:

**4.1** Licensee is either: (a) a personal wireless service provider authorized, certificated or licensed by the FCC or other agency, (b) an operator of a distributed antenna system network authorized, certificated or licensed by the FCC, the CPUC or other agency, (c) a wireline provider of Telecommunications Service authorized, certificated or licensed by the CPUC, or (d) a provider of Multichannel Video Services which is franchised by the CPUC or other agency;

- 4.2** Licensee is authorized to provide communications services, is otherwise qualified to do business in California, and has obtained all necessary authorizations, certifications, or licenses from the FCC, the CPUC or other agency; and that a copy of the Licensee's Certificate of Public Convenience and Necessity, if applicable, shall be submitted to City prior to execution of this Agreement.
- 5. INTERFERENCE.** Licensee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of City or other Licensee's of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed Licensee's equipment causes such interference, and after City has notified Licensee in writing of such interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will City be entitled to terminate a Supplement or relocate the equipment as long as Licensee is making a good faith effort to remedy the interference issue. City agrees that City and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Licensee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 6. ANNUAL FEES AND ADDITIONAL COSTS.**
- 6.1 Annual Fee.** In consideration of the City's grant of a license to the Licensee, the Licensee shall pay to City an annual fee as established by Resolution of the City Council and as set forth in Exhibit B per fiscal year for each Supplement executed by the Parties. The annual fee shall be paid in advance annually on the anniversary date of the Effective Date of each executed Supplement.
- 6.2 Additional Costs.** City may assess, in addition to the Annual Fee, additional costs to Licensee for services rendered by City ("Additional Costs"), which include but are not limited to: (i) staff time for review of plans, and on-site inspections of Facilities installed pursuant to a Supplement, and (ii) costs incurred by City for providing access to Property outside of normal business hours. Any additional costs will be in accordance with Exhibit B City shall notify Licensee of amounts due in additional costs in writing, and Licensee shall pay Additional Costs within thirty (30) days of receipt of notice. Fees related to encroachment permits will be processed by the Public Works Department.
- 7. DEFAULT AND REMEDIES.** The following will be deemed an "event of default" and a breach of this Agreement :
- 7.1 Event of Default.**
- a.** Non-payment of any fees or costs required under this Agreement if such fees or costs remain unpaid for more than thirty (30) days after receipt of written notice from City of such failure to pay;
- b.** Licensee's failure to perform or fulfill any other term or obligation under Agreement within thirty (30) days after receipt of written notice from City specifying the failure; or
- c.** The revocation, expiration or denial any certification, permit, approval or license required under federal, state or local law for Licensee to operate or maintain facilities.

In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

The nonbreaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if City fails, within ten (10) days after receipt of written notice of such breach, to perform an obligation required to be performed by City if the failure to perform such an obligation interferes with Licensee's ability to conduct its business on Property; provided, however, that if the nature of City's obligation is such that more than ten (10) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such ten (10) day period and thereafter diligently pursued to completion.

- 7.2 Remedies for Default.** In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the City's assets are located.
- 8. DAMAGE TO CITY OPERATIONS OR PROPERTY.** Licensee shall assume all responsibility for, and promptly reimburse, City, in full, for any costs associated with damages caused directly or indirectly by the Licensee, its employees, agents, and/or contractors to City Property, including but not limited to repairs, staff time and equipment replacement. Licensee shall immediately notify City upon the occurrence of any such damages.
- 9. DAMAGE TO LICENSEE'S FACILITIES.** In the event of damage by fire or other casualty to the Property or Assets that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided City has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to City. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the fee shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.
- 10. ASSIGNMENT AND SUBLEASE.** Licensee shall have the right to assign, sell or transfer its interest under this Agreement and each Supplement without the approval or consent of City, to Licensee's principal, affiliates, or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by Federal Communications Commission in which the Property is located by reason of merger, acquisition, or other business reorganization. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the City, which such consent will not be unreasonably withheld, delayed or conditioned.

11. **INDEMNIFICATION.** Licensee shall hold the City, its agents, officers, employees and volunteers harmless from and save, defend and indemnify them against any and all claims, losses liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of or in connection with Licensee's use of Property and the installation, operation, maintenance or repair of Licensee's Facilities or failure by Licensee, its agents, contractors, or employees to comply with the obligations contained in this Agreement or any violation of its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

Licensee's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Licensee to procure and maintain a policy of insurance.

12. **DISCLAIMER AND WAIVER.** In no event shall the City, its elected officials, officers, employees, agents or representatives be liable for any lost profits, consequential, special, exemplary, indirect, punitive or incidental losses or damages, including loss of use, loss of goodwill, lost revenues, loss of profits or loss of contracts even if advised of the possibility of such damages. Licensee waives all such claims and releases the City from any such liability.

13. **CALIFORNIA CIVIL CODE SECTION 1542.** California Civil Code section 1542 provides that "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties hereby waive the provisions of Section 1542, or other similar provisions of law, and intend that the waiver and release provided in Article 5.1.6 shall be fully enforceable despite its reference to future or unknown claims.

14. **INSURANCE.** Licensee shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the City as may be required by the Risk Manager of the City. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the City by certified mail, return receipt requested, for all of the following stated insurance policies.

14.1 Worker's Compensation - in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of \$1,000,000.

14.2 General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent Licensees and subcontractors; products and completed operations as applicable.

14.3 Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

14.4 If at any time any of said policies shall be unsatisfactory to the City, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the City, Licensee shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Licensee to furnish, deliver or maintain such insurance

and certificates as above provided, this Agreement, at the election of the City, may be forthwith declared suspended or terminated. Failure of the Licensee to obtain and/or maintain any required insurance shall not relieve the Licensee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Licensee concerning indemnification. The City, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation and Professional Liability. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the City, its agents, officers, employees, and volunteers for losses arising from work performed by Licensee for the City. The Licensee's insurance policy(ies) shall include a provision that the coverage is primary as respects the City; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Licensee must deliver certificates evidencing existence of the insurance listed above to the City prior to the time the contract is signed.

**14.5** Licensee shall provide City with separate endorsements evidencing proof of the City's additional insured status as to both the general liability and automobile liability insurance policies. In addition, Licensee shall provide City with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

**14.6** For any claims related to this Agreement, Licensee's insurance coverage shall be primary insurance with respect to City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

**15. NOTICES.** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (a) upon actual delivery, if delivery is by hand; or (b) five (5) days after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time.

CITY: City of Modesto  
Attn: City Manager  
1010 10<sup>th</sup> Street  
Modesto, CA 95353

Copy to: City of Modesto  
Chief Information Officer  
1010 10<sup>th</sup> Street  
Modesto, CA 95353

LICENSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. CITY BUSINESS LICENSE.** Licensee shall submit proof of City Business License prior to execution of this Agreement.

**17. MISCELLANEOUS.**

- 17.1 **Entire Agreement.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Licensee and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 17.2 **Amendments.** This Agreement may not be amended or varied except in a writing signed by all Parties.
- 17.3 **Governing Law and Venue.** This Agreement shall be governed according to the laws of the State of California. In the event that either Party brings any action to enforce or interpret this Agreement, venue shall be vested exclusively in the state courts of California in the County of Stanislaus.
- 17.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 17.5 **Compliance with Applicable Laws.** Licensee shall fully comply with all applicable federal, state and local laws, ordinances, regulations, and permits, now in effect or which may hereafter come into effect (collectively "Laws").
- 17.6 **Waiver.** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.
- 17.7 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 17.8 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Licensee shall survive the termination of this Agreement.
- 17.9 **Headings.** The headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**CITY:**

**LICENSEE:**

**City of Modesto, California**

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

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

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

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

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

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

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

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

**EXHIBIT A**

**LICENSE SUPPLEMENT**

This License Supplement ("Supplement"), is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between CITY OF MODESTO, CALIFORNIA, whose principal place of business is 1010 10<sup>th</sup> Street, Modesto, CA 95353 ("CITY"), and \_\_\_\_\_, whose principal place of business is \_\_\_\_\_ ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between City of Modesto, California and \_\_\_\_\_, dated \_\_\_\_\_, 201\_\_, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **License.** CITY hereby grants a license to LICENSEE that certain premises on CITY's Property located at **INSERT SITE ADDRESS** as shown on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. **Consideration.** Rent under this Supplement shall be as set forth in the Agreement, payable to the City of Modesto, California at 1010 10<sup>th</sup> Street, Modesto, CA 95353.

5. **Site Specific Terms.** (Include any site-specific terms)

5.1. Description of Site

5.2. Signage for WiFi Providers: (dimensions and locations of signs)

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

**CITY:**

**LICENSEE:**

**City of Modesto, California**

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

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

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

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

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

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

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

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

**EXHIBIT B - FEE SCHEDULE**



**Effective May 1, 2016**

**Category 1** - WCF with antenna(s) mounted on an **EXISTING** vertical element or pole and any associated ground equipment. Each WCF site will have an Antenna Base Fee of \$3,200 for a site in the ROW, plus a Ground Equipment Fee (if applicable) based on cubic feet of group equipment in the ROW as set forth below:

	<b>Antenna Base Fee</b>	<b>Equipment Fee</b>	<b>Total Annual Fee</b>
A. Total is 1 Cu. Ft. up to 50 Cu. Ft.	Included	Included	\$3,200
B. Total is 51 Cu. Ft. up to 200 Cu. Ft.	\$3,200	\$6,653	\$9,853
C. Total is 201 Cu. Ft. up to 300 Cu. Ft.	\$3,200	\$9,962	\$13,162
D. Total is 301 Cu. Ft. up to 400 Cu. Ft.	\$3,200	\$13,254	\$16,454
E. Total is 401 Cu. Ft. or more	\$3,200	\$16,603	\$19,803

**Category 2** - WCF with antenna(s) mounted on a vertical element or pole requiring stealth or alternate concealment **when existing vertical elements are not available**, and any associated ground equipment. Each WCF site will have an Antenna Base Fee of \$3,472 for a site in the ROW, plus a Ground Equipment Fee (if applicable) based on cubic feet of group equipment in the ROW as set forth below:

	<b>Antenna Base Fee</b>	<b>Equipment Fee</b>	<b>Total Annual Fee</b>
A. Total is 1 Cu. Ft. up to 50 Cu. Ft.	Included	Included	\$3,472
B. Total is 51 Cu. Ft. up to 200 Cu. Ft.	\$3,472	\$6,653	\$10,125
C. Total is 201 Cu. Ft. up to 300 Cu. Ft.	\$3,472	\$9,962	\$13,434
D. Total is 301 Cu. Ft. up to 400 Cu. Ft.	\$3,472	\$13,254	\$16,726
E. Total is 401 Cu. Ft. or more	\$3,472	\$16,603	\$20,075

**Category 2** - WCF with antenna(s) mounted on a vertical element or pole that is **neither stealth nor concealed in appearance** and any associated ground equipment. Each WCF site will have an Antenna Base Fee of \$4,794 for a site in the ROW, plus a Ground Equipment Fee (if applicable) based on cubic feet of group equipment in the ROW as set forth below:

	<b>Antenna Base Fee</b>	<b>Equipment Fee</b>	<b>Total Annual Fee</b>
A. Total is 1 Cu. Ft. up to 50 Cu. Ft.	Included	Included	\$4,794
B. Total is 51 Cu. Ft. up to 200 Cu. Ft.	\$4,794	\$6,653	\$11,446
C. Total is 201 Cu. Ft. up to 300 Cu. Ft.	\$4,794	\$9,962	\$14,756
D. Total is 301 Cu. Ft. up to 400 Cu. Ft.	\$4,794	\$13,254	\$18,048
E. Total is 401 Cu. Ft. or more	\$4,794	\$16,603	\$21,396

**Note: This schedule is not all inclusive and other fees may apply.**

**Information Technology Department**

1010 10th St., Suite 5500, Modesto, CA 95350 Phone: 209-577-5400

## EXHIBIT C

### REQUIRED DOCUMENTATION AND APPLICATIONS FOR CITY APPROVALS

#### UTILITY PROJECT PLAN SUBMITTAL REQUIREMENTS

All project plans submitted for review must contain the following:

- 1) Submittal must include completed ENC application (attached)
- 2) North Arrow
- 3) Vicinity map on the first sheet
- 4) Legend including all items shown on the plan
- 5) Pole Detail
- 6) Traffic Control Plans



Community Economic Development Department
Land Development Engineering
Standard Application

Permit Number: \_\_\_\_\_

Please provide all requested information. Incomplete applications will be rejected, resulting in possible delays to your project.

Project Name: \_\_\_\_\_ Application Date: \_\_\_\_\_

Site Address / APN: \_\_\_\_\_ Engineer's Estimate: \_\_\_\_\_

Permit Type:

- SIT [ ] Plan Check [ ] Maps / Lot Line Adjustment / Easement [ ] Will Serve / Outside Service Agrmt. [ ]
ENC [ ] Standard Encroachment (N) [ ] Utility Company (U) [ ] CIP Project Permit (CIP) [ ]
Sewer Cost Share (N) [ ] Subdivision Permit (S) [ ] CFD Work Permit (CFD) [ ]
Well / Excavation Intersecting Groundwater (W) [ ] Grading Permit (G) [ ]
WTS [ ] Sewer [ ] Water [ ] Both [ ]

Applicant: \*\* The applicant will be considered the primary point for all contact, and correspondence from the City unless other arrangements are made in writing.

Name/Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_
Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_
Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Owner: Same as applicant: [ ] \*\* Corporate partnerships must provide a list of principles.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_
Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Contractor / Designer: Same as applicant: [ ]

Name/Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_
Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_
Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contractor License:

City of Modesto: \_\_\_\_\_ State / Type: \_\_\_\_\_

Work / Project Description: \_\_\_\_\_

Site Area SF: \_\_\_\_\_ Existing Zoning: \_\_\_\_\_ # Proposed Units: \_\_\_\_\_

Building Area SF: \_\_\_\_\_ Proposed Zoning (If applicable): \_\_\_\_\_ # Proposed Lots: \_\_\_\_\_

Owner is Contractor (Flatwork Only): Y [ ] N [ ] Insurance Waivers attached: Y [ ] N [ ]

Trenching W / L: \_\_\_\_\_ Paving W / L: \_\_\_\_\_

Duration of project?: \_\_\_\_\_ Estimated start date: \_\_\_\_\_

Work performed during City Construction Hours: Y [ ] N [ ] Work / Site Plan Attached: Y [ ] N [ ] Traffic Control Plans Attached: Y [ ] N [ ]

Bill Inspections To: Applicant [ ] Owner [ ] Contractor [ ] Designer/Consultant [ ]

Deposit type applications may either have a refund due or additional fees due after the Final Inspection and/or before Recordation can occur. You must provide the contact information to receive a refund. NO REFUNDS WILL BE GIVEN FOR BALANCES LESS THAN \$5.00

Deposit Refunds Send To: Applicant [ ] Owner [ ] Contractor [ ] Designer/Consultant [ ]

Additional notes / comments:

AFFIDAVIT

If the owner is a trust, partnership, LLC, the signature shall be a corporate officer. Attach additional sheets if necessary.

I hereby certify that I am the applicant in the foregoing application, that I have read the foregoing application and know the content thereof and state that the same is true and correct to the best of my knowledge.

Applicant (Signature)

Applicant (Print Name)

I declare that I am the owner of the herein described property and that I have familiarized myself with this completed application and give consent to the action requested.

Owner (Signature)

Owner (Print Name)