

ORDINANCE O-4714

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO GRANTING NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A NON-EXCLUSIVE COMMUNICATIONS MASTER USE PERMIT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY TO MAKE USE OF THE PERMIT AREA FOR COMMUNICATIONS PURPOSES.

1 WHEREAS, New Cingular Wireless PCS, LLC ("Grantee") has
2 requested that the City of Kirkland ("City") grant it a nonexclusive permit
3 for the right to install, operate and maintain a wireless communications
4 system within the public Rights-of-Way of the City; and

5
6 WHEREAS, the City Council must comply with federal regulations
7 around telecommunications permits and this permit meets those
8 regulations; and

9
10 WHEREAS, the City Council has the authority under state and
11 local law to grant permits for the use of its Rights-of-Way; and

12
13 WHEREAS, by granting this non-exclusive permit the City Council
14 does not limit or waive any of the City's lawful right to exercise its police
15 power to protect the health, safety and welfare of the general public;
16 and

17
18 WHEREAS, the City is willing to grant the rights requested by
19 Grantee subject to certain terms and conditions.

20
21 NOW, THEREFORE, the City Council of the City of Kirkland
22 do ordain as follows:

23 Section 1. Definitions. For purposes of this Communications
24 Master Use Permit (the "Permit"), the terms defined in Kirkland
25 Municipal Code ("KMC") 26.08.020 shall apply. In addition, the terms
26 below have the following meanings:

27
28 A. "Affiliate" means an entity which owns or controls, is owned
29 or controlled by, or is under common ownership with Grantee.

30
31 B. "City" means the City of Kirkland, a municipal corporation of
32 the State of Washington.

33
34 C. "Small Cell Facility" means a personal wireless services facility
35 that meets both of the following qualifications: (i) each antenna is
36 located inside an antenna enclosure of no more than three cubic feet in
37 volume or, in the case of an antenna that has exposed elements, the
38 antenna and all of its exposed elements could fit within an imaginary
39 enclosure of no more than three cubic feet; and (ii) primary equipment

40 enclosures are no larger than seventeen cubic feet in volume. The
 41 following associated equipment may be located outside the primary
 42 equipment enclosure and if so located, are not included in the
 43 calculation of equipment volume (but remain included in the definition
 44 of Small Cell Facilities): Electric meter, concealment, telecomm
 45 demarcation box, ground-based enclosures, battery back-up power
 46 systems, grounding equipment, power transfer switch, and cut-off
 47 switch. Small Cell Facilities shall also include all necessary cables,
 48 transmitters, receivers, equipment boxes, backup power supplies,
 49 power transfer switches, electric meters, coaxial cables, wires, conduits,
 50 ducts, pedestals, antennas, electronics, and other necessary or
 51 convenient appurtenances used for the specific wireless
 52 communications facility. Equipment enclosures with equipment
 53 generating noise that exceed the noise limits allowed in the Codes or
 54 associated permit are excluded from "Small Cell Facilities." "Small Cell
 55 Facility" or "Small Cell" does not include facilities that fall outside of the
 56 definition of Small Cell Facilities (i.e. macro facilities).

57
 58 D. "Facilities" means all appurtenances or tangible things
 59 owned, leased, operated, or licensed by the Grantee, including but not
 60 limited to wireless communications antennas, transmitters, receivers,
 61 equipment boxes, backup power supplies, power transfer switches, cut-
 62 off switches, electric meters, coaxial cables, fiber optic cables, wires,
 63 telecom demarcation boxes and related materials and equipment; and
 64 any and all other equipment, appliances, attachments, appurtenances
 65 and other items necessary, convenient, or in any way appertaining to
 66 any and all of the foregoing. Said facilities shall be used for the sole
 67 purpose of providing a small cell network.

68
 69 E. "Communications Master Use Permit" or "Permit" shall mean
 70 the initial authorization or renewal thereof, granted by the City, through
 71 this Ordinance, or a subsequently adopted Ordinance, which authorizes
 72 the use of rights-of-way in the Permit Area for construction and
 73 operation of the Grantee's Facilities for the purpose of offering
 74 communications service.

75
 76 F. "Permit Area" means the geographic area as set forth in
 77 **Exhibit A** attached hereto and incorporated herein by reference.

78
 79 G. "Person" means an individual, partnership, association, joint
 80 stock company, trust, corporation, limited liability company or
 81 governmental entity.

82
 83 H. "Rights-of-way" means any highway, street, shoulder,
 84 landscape area between sidewalk and curb or shoulder, alley, sidewalk,
 85 utility easement (unless the City's use of the utility easement is solely
 86 restricted to another use or other uses), or other public rights-of-way
 87 for motor vehicles or any other uses under the City's control and/or in

88 its jurisdictional boundaries. It does not include (1) state highways; (2)
89 structures, including poles and conduits located within the right-of-way;
90 (3) federally granted trust lands or forest board trust lands; (4) lands
91 owned or managed by the state Parks and Recreation Commission; (5)
92 federally granted railroad rights-of-way acquired under 43 U.S.C. 912
93 and related provisions of federal law that are not open for motor vehicle
94 use; or (6) parks or other public property not used as a public right-of-
95 way, including the Cross Kirkland Corridor.

96
97 I. "Communications Service" means the transmission of
98 information in electronic or optical form, including, but not limited to,
99 voice, video, or data, whether or not the transmission medium is owned
100 by the provider itself. Communications Service includes wireless
101 communication services and telephone service, but does not include
102 cable TV or commercial video service or over-the-air broadcasts to the
103 public at large from facilities licensed by the Federal Communications
104 Commission or any successor thereto.

105
106 Section 2. Permit Area and Authority Granted.

107
108 A. Facilities within Permit Area. The City does hereby grant to
109 Grantee the right, privilege, authority and Permit to use Rights-of-Way
110 in the Permit Area to construct, support, attach, connect and stretch
111 Facilities between, maintain, repair, replace, relocate, upgrade, remove,
112 enlarge, operate and use Facilities in, upon, over, under, along and
113 across Rights of way in the Permit Area for purposes of Communications
114 Services, to the extent not inconsistent with Section 4 herein.

115
116 B. Permission Required to Enter Onto Other City Property. No
117 right to install any facility, infrastructure, wires, lines, cables, or other
118 equipment, on any City property other than a Right-of-Way, or upon
119 private property without the owner's consent, or upon any City, public
120 or privately owned poles or conduits is granted herein. Nothing
121 contained within this Permit shall be construed to grant or convey any
122 right, title, or interest in the Rights-of-Way of the City to Grantee other
123 than for the purpose of providing the Services, or to subordinate the
124 primary use of the right-of-way as a public thoroughfare. If Grantee
125 desires to expand the services provided within the City, it shall request
126 a written amendment to this Permit. If Grantee desires to use City
127 owned property, including poles and structures within the Rights-of-
128 Way, it shall enter into a separate lease or license agreement with the
129 City.

130
131 C. Grantee's Customers. Grantee shall have the right, without
132 prior City approval, to offer or provide capacity or bandwidth to its
133 customers consistent with this Permit provided:

- 134 (a) Grantee at all times retains exclusive control over its
- 135 telecommunications system, Facilities and Services and
- 136 remains responsible for constructing, installing, and
- 137 maintaining its Facilities pursuant to the terms and
- 138 conditions of this Permit;
- 139 (b) Grantee may not grant rights to any customer or lessee
- 140 that are greater than any rights Grantee has pursuant to
- 141 this Permit;
- 142 (c) Such customer or lessee shall not be construed to be a
- 143 third-party beneficiary under this Permit; and
- 144 (d) No such customer or lessee may use the
- 145 telecommunications system or services for any purpose
- 146 not authorized by this Permit, nor to sell or offer for sale
- 147 any service to the citizens of the City without all required
- 148 business licenses, Permit or other form of state wide
- 149 approval.

150
 151 D. Amendments. Amendments to the Permit may be proposed
 152 by either the City or the Grantee during the term of this Permit.
 153 Substantive amendments shall require City Council approval by
 154 ordinance pursuant to RCW 35.99.010 and 35A.47.040.

155
 156 E. Nonexclusive Permit. This Permit is granted upon the express
 157 condition that it shall not in any manner prevent the City from granting
 158 other or further permits in, along, over, through, under, below, or across
 159 any said Rights-of-Way. This Permit shall in no way prevent or prohibit
 160 the City from using any of said roads, streets, or other public properties
 161 or affect its jurisdiction over them or any part of them, and the City shall
 162 retain power to make all necessary changes, relocations, repairs,
 163 maintenance, establishment, improvement, dedication of same as the
 164 City may deem fit, including the dedication, establishment,
 165 maintenance, and improvement of all new Rights-of-Way,
 166 thoroughfares and other public properties of every type and description.

167
 168 Section 3. Construction and Maintenance.

169
 170 Grantee's Facilities shall be located, relocated and maintained
 171 within the Permit Area so as not to unreasonably interfere with the free
 172 and safe passage of pedestrian and vehicular traffic and ingress or
 173 egress to or from the abutting property and in accordance with the laws
 174 of the State of Washington. Whenever it is necessary for Grantee, in
 175 the exercise of its rights under this Permit, to make any excavation in
 176 the Right-of-Way, Grantee shall obtain prior approval from the City of
 177 Kirkland Public Works Department, pay the applicable permit fees, and
 178 obtain any necessary permits for the excavation work. Grantee shall
 179 meet the City's specifications per the Kirkland Municipal Code ("KMC")
 180 and the Public Works Pre-Approved Plans and Policies.

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Section 4. Location and Relocation of Facilities.

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A. Undergrounding. Grantee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Provided, however, this requirement shall not apply to that specific portion of the Facilities that are required to remain above ground in order to be functional. Any new Facilities to be located above-ground shall be placed on existing utility poles and shall be small cell type equipment in a form substantially similar to that pictured in **Exhibit B**, attached hereto or as subsequently approved by the City. No new utility poles, ground mounted equipment or overhead utility lines shall be installed in connection with placement of new above-ground facilities except as otherwise approved by the City under this Permit or under a separate permit.

In order to minimize negative visual impact to the surrounding area, the Public Works Director may deny a request to install above ground small cell wireless facilities (antennas and associated facilities) if more than one hundred (100) cubic feet of above ground wireless facilities exist within a one hundred fifty foot (150') radius of the proposed facility location.

B. Location. Grantee may locate its Facilities within the Permit Area consistent with this Permit, the City's Pre-Approved Plans and Policies, and subject to the City's applicable Code requirements. Grantee shall not be required to amend this Permit to construct or acquire Facilities within the Permit Area, provided that Grantee does not expand its services beyond those described in Section 2.A.

C. Concealment. At the City's request, all Facilities shall be concealed or enclosed as much as technologically feasible in an equipment box, cabinet or other unit, in a design substantially similar to that pictured in **Exhibit B** or as subsequently approved by the City. All external cables and wires shall be sheathed or enclosed in conduit so that wires are not visible or visually minimized to the extent feasible. Grantee shall construct Grantee's conduits and standoffs (collectively, the "conduits") that are attached to the utility poles in accordance with KMC requirements and, whenever technologically feasible, shall install Grantee's Conduits so as to minimize the visible impact of such conduits.

D. Graffiti and Vandalization. Grantee shall keep and maintain all small cell equipment installed in the public right-of-way in commercially reasonable condition and repair throughout the term of this Permit. Any equipment that is vandalized, damaged or marked with graffiti shall be repaired and/or cleaned within fourteen (14) days of receipt of written notice.

E. Relocation - Generally. The City may require Grantee to relocate Facilities within the Right-of-Way when reasonably necessary

230 for construction, alteration, repair or improvement of the Rights-of-Way
231 for the purpose of public health, welfare and safety including, but not
232 limited to, dedications of new Rights-of-Way and the establishment and
233 improvement thereof, widening and improvement of existing Rights-of-
234 Way, street vacations, freeway construction, change or establishment
235 of street grade, or the construction of any Public Works Improvement
236 Project, at no cost to the City, except as may be required by KMC
237 26.36.050. "Public Works Improvement Project" means any
238 construction, installation, relocation, undergrounding, expansion,
239 maintenance, repair or removal of roads, streets, sidewalks, parks,
240 curbs, gutters, storm drainage facilities, sewer lines, water utility lines,
241 poles, structures or other capital improvement project within the Permit
242 Area that is undertaken by or on behalf of the City and is funded by the
243 City (either directly with its own funds or with other public monies
244 obtained by the City). For the avoidance of doubt, the term "Public
245 Works Improvement Project" shall include any such capital improvement
246 project undertaken by the City which requires the relocation of Grantee's
247 Facilities within the Permit Area, even if the capital improvement project
248 entails, in part, related work funded and/or performed by or for a third
249 party governmental entity under a valid interlocal agreement between
250 the City and such entity.

251
252 F. Relocation – Third Party Structures. If the request for
253 relocation from the City originates due to a Public Works Improvement
254 Project, in which structures or poles are either replaced or removed,
255 then Grantee shall relocate or remove its Facilities as required by the
256 City, and at no cost to the City. Grantee acknowledges and agrees, that
257 to the extent Grantee's Small Cell Facilities are on poles owned by third
258 parties the City shall not be responsible for any costs associated with
259 requests for relocation which the City makes solely for aesthetic
260 purposes and where such request arises out of a Public Works
261 Improvement Project.

262
263 G. Relocation – Grantee Owned Structures. If Grantee is
264 allowed to install its own pole(s) under Section 4.A. of this Permit, then
265 the cost of relocation of any Grantee owned poles or structures shall be
266 determined in accordance with the requirements of RCW
267 35.99.060(3)(b) (underground or aerial structures), provided, however,
268 that the Grantee may opt to pay for the cost of relocating its Small Cell
269 Facilities in order to provide consideration for the City's approval to site
270 a Small Cell Facility on Grantee owned structures or poles in a portion
271 of the Right of Way designated or planned for a Public Works
272 Improvement Project. For this Section, designation of the Right of Way
273 for a Public Works Improvement Project shall be undertaken in the City's
274 Comprehensive Plan in accordance with the requirements of Ch. 35.70A
275 RCW. The Comprehensive Plan includes, but is not limited to the
276 Transportation element or Transportation Improvement Plan (TIP),
277 Capital Facilities element, utilities element and any other element

278 authorized by RCW 35.70A.070 and RCW 35.70A.080. The parties
279 acknowledge that this provision is mutually beneficial to the parties, as
280 the City may otherwise deny the placement of the Small Cell Facility at
281 a particular site because of the cost impact of such relocation and the
282 conflict with the City’s Comprehensive Plan.

283
284 H. Notice. The City’s decision to require the relocation of
285 Grantee’s Facilities shall be made in a reasonable, uniform and non-
286 discriminatory manner. Notice of such relocation shall be provided by
287 the City to Grantee consistent with state law, RCW Ch. 35.99. The City
288 shall attempt to provide as much advance notice as is feasible under the
289 circumstances. With the exception of emergency situations, the City will
290 attempt to provide Grantee with at least thirty (30) days advance notice
291 of the need to relocate.

292
293 I. Indemnification. The Grantee shall indemnify, hold harmless
294 and pay the costs of defending the City against any and all claims, suits,
295 actions, costs, expenses, damages, or liabilities for delays on City
296 construction projects caused by or arising out of the failure of the
297 Grantee to relocate its Facilities in a timely manner; provided, that the
298 Grantee shall not be responsible for damages due to delays caused
299 solely by the City, or circumstances beyond the control of the Grantee.
300 Grantee agrees to protect and save harmless the City from any customer
301 or third-party claims for service interruption or other losses in
302 connection with any such change or relocation.

303
304 J. Private Project. In the event the City orders the Grantee to
305 relocate its Facilities for a project which is primarily for private benefit,
306 Grantee may seek reimbursement from the private party or parties for
307 the cost of relocation in the same proportion as their contribution to the
308 total cost of the project, pursuant to RCW 35.99.060(4).

309
310 K. City’s Costs. If Grantee fails, neglects, or refuses to remove
311 or relocate its Facilities as directed by the City, then the City may
312 perform such work or cause it to be done, and the City’s full costs and
313 expenses shall be paid by Grantee.

314
315 L. Emergency. In the event of an emergency that creates a
316 threat to public safety, health or welfare, the City may require the
317 Grantee to relocate its Facilities at its own expense, any other portion
318 of this Section notwithstanding.

319
320 M. Survival. The provisions of this Section 4 shall survive the
321 expiration or termination of this Permit during such time as Grantee
322 continues to have Facilities in the Rights-of-Way.

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326 Section 5. Indemnification.
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328 A. Grantee agrees to indemnify, defend, and hold the City
329 harmless as set forth in KMC 26.40.030. In addition, Grantee shall
330 indemnify, defend and hold the City, its agents, officers, employees,
331 volunteers and assigns harmless from and against any and all claims,
332 demands, liability, loss, cost, damage or expense of any nature
333 whatsoever, including all costs and reasonable attorney's fees, made
334 against them on account of injury, sickness, death or damage to persons
335 or property which is caused by or arises out of, in whole or in part, the
336 acts, failures and/or omissions of Grantee or its agents, servants,
337 employees, contractors, subcontractors or assigns arising out of this
338 Permit. Further, Grantee shall indemnify, defend and hold harmless the
339 City, its officers, employees, agents, volunteers and representatives
340 from any and all claims, costs, judgments, awards or liability to any
341 person arising from radio frequency emissions or radiation emitted from
342 Grantee's Facilities located in the Rights-of-Way, regardless of whether
343 Grantee's equipment complies with applicable federal statutes and/or
344 FCC regulations related thereto. These indemnification obligations shall
345 extend to claims that are not reduced to a suit and any claims that may
346 be compromised, with Grantee's prior written consent, prior to the
347 culmination of any litigation or the institution of any litigation. *Provided,*
348 *however,* such indemnification shall not extend to injury or damage
349 caused by the sole negligence or willful misconduct of the City, its
350 agents, officers, employees, volunteers or assigns.

351
352 B. In the event any such suit, claim or demand is presented to
353 or filed with the City, the City shall promptly notify Grantee thereof, and
354 Grantee shall have the right, at its election and at its sole cost and
355 expense, to settle and compromise such suit, claim or demand, or
356 defend the same at its sole cost and expense, by attorneys of its own
357 election. In the event that Grantee refuses the tender of defense in any
358 suit, claim or demand, as required pursuant to the indemnification
359 provisions within this Permit, and said refusal is subsequently
360 determined by a court having jurisdiction (or such other tribunal that
361 the parties shall agree to decide the matter), to have been a wrongful
362 refusal on the part of Grantee, Grantee shall pay all of the City's
363 reasonable costs for defense of the action, including all expert witness
364 fees, costs, and attorney's fees, and including costs and fees incurred
365 in recovering under this indemnification provision. If separate
366 representation to fully protect the interests of both parties is necessary,
367 such as a conflict of interest between the City and the counsel selected
368 by Grantee to represent the City, then upon the prior written approval
369 and consent of Grantee, which shall not be unreasonably withheld, the
370 City shall have the right to employ separate counsel in any action or
371 proceeding and to participate in the investigation and defense thereof,
372 and Grantee shall pay the reasonable fees and expenses of such
373 separate counsel, except that Grantee shall not be required to pay the

374 fees and expenses of separate counsel on behalf of the City for the City
 375 to bring or pursue any counterclaims or interpleader action, equitable
 376 relief, restraining order or injunction. The City’s fees and expenses shall
 377 include all out-of-pocket expenses, such as consultants and expert
 378 witness fees, and shall also include the reasonable value of any services
 379 rendered by the counsel retained by the City. Each party agrees to
 380 cooperate and to cause its employees and agents to cooperate with the
 381 other party in the defense of any such claim and the relevant records of
 382 each party shall be available to the other party with respect to any such
 383 defense.

384
 385 C. Notwithstanding any other provisions of this Permit, Grantee
 386 assumes the risk of damage to its Facilities located in the Public Ways
 387 and upon City-owned property from activities conducted by the City, its
 388 officers, agents, employees, volunteers, elected and appointed officials,
 389 and contractors, except to the extent any such damage or destruction
 390 is caused by or arises from any grossly negligent, willful, or criminal
 391 actions on the part of the City, its officers, agents, employees,
 392 volunteers, or elected or appointed officials, or contractors. Grantee
 393 releases and waives any and all such claims against the City, its officers,
 394 agents, employees, volunteers, or elected or appointed officials, or
 395 contractors. Grantee further agrees to indemnify, hold harmless and
 396 defend the City against any claims for damages, including, but not
 397 limited to, business interruption damages, lost profits and consequential
 398 damages, brought by or under users of Grantee’s Facilities as the result
 399 of any interruption of service due to damage or destruction of Grantee’s
 400 Facilities caused by or arising out of activities conducted by the City, its
 401 officers, agents, employees or contractors, except to the extent any
 402 such damage or destruction is caused by or arises from the gross
 403 negligence or any willful misconduct on the part of the City, its officers,
 404 agents, employees, volunteers, or elected or appointed officials, or
 405 contractors

406
 407 D. Survival. The provisions of this Section 5 shall survive the
 408 expiration, revocation, or termination of this Permit

409
 410 Section 6. Default.

411
 412 A. If Grantee shall fail to comply with any of the provisions of
 413 this Permit, unless otherwise provided in this Permit, the City may, in
 414 addition to the remedies provided in KMC Chapter 26.44, serve upon
 415 Grantee a written order to comply within thirty (30) days from the date
 416 such order is received by Grantee. If Grantee is not in compliance with
 417 this Permit after expiration of the thirty (30) day period, the City may
 418 act to remedy the violation and may charge the reasonable costs and
 419 expenses of such action to Grantee. The City may act without the thirty
 420 (30) day notice in case of an emergency. If any failure to comply with
 421 this Permit by Grantee cannot be corrected with due diligence within

422 said thirty (30) day period, then the time within which Grantee may so
423 comply shall be extended for such time as may be reasonably necessary
424 and so long as Grantee works promptly and diligently to effect such
425 compliance. If Grantee is not in compliance with this Permit, and is not
426 proceeding with due diligence in accordance with this section to correct
427 such failure to comply, then the City may in addition, by ordinance and
428 following written notice to Grantee, declare an immediate forfeiture of
429 this Permit.

430
431 B. In addition to other remedies provided in KMC Chapter 26.44,
432 this Permit, or otherwise available at law, if Grantee is not in compliance
433 with requirements of the Permit, and if a good faith dispute does not
434 exist concerning such compliance, the City may hold issuance of new or
435 pending Grantee right-of-way use permits until compliance is achieved.

436
437 Section 7. Nonexclusive Permit. This Permit is not and shall not
438 be deemed to be an exclusive Permit. This Permit shall not in any
439 manner prohibit the City from granting other and further permits over,
440 upon, and along the Permit Area, provided such other permits do not
441 unreasonably interfere with Grantee's use and placement of its Facilities
442 in any Rights-of-Way and/or Permit Area. This Permit shall not prohibit
443 or prevent the City from using the Permit Area or affect the jurisdiction
444 of the City over the same or any part thereof. Nothing within this
445 Section limits Grantee's obligations to indemnify, defend and hold the
446 City harmless as provided in Section 5 herein.

447
448 Section 8. Permit Term.

449
450 A. This Permit is and shall remain in full force and effect for a
451 period of ten (10) years from and after the effective date of the
452 Ordinance, provided that the term may be extended for two (2)
453 additional five (5) year terms upon the agreement of Grantee and the
454 City not more than one hundred eighty (180) days and nor less than
455 ninety (90) days from the expiration of the current Permit; and provided
456 further, however, Grantee shall have no rights under this Permit nor
457 shall Grantee be bound by the terms and conditions of this Permit,
458 unless Grantee shall, within thirty (30) days after the effective date of
459 the Ordinance, file with the City its written acceptance of this Permit, in
460 a form acceptable to the City Attorney. When an extension is proposed
461 by the Grantee, the Grantee shall provide proof to the City that all
462 existing Facilities are in compliance with design standards set forth
463 herein as illustrated in Exhibit B or as subsequently approved by the
464 City.

465
466 B. If the City and Grantee fail to formally renew this Permit prior
467 to the expiration of its term or any extension thereof, this Permit shall
468 automatically continue in full force and effect until renewed or until

469 either party gives written notice at least one hundred eighty (180) days
470 in advance of intent not to renew this Permit.

471
472 Section 9. Compliance with Codes and Regulations.

473
474 A. The City has broad authority to manage and regulate its
475 rights-of-way. That authority stems from, inter alia, the police power
476 under the Washington State Constitution (Article XI, Section 11) and
477 state laws, including RCW 35A.11.020 (power to manage the rights-of-
478 way granted to code cities) and RCW 35.22.280(7) and (8) (power to
479 manage the rights-of-way granted to first class cities).

480
481 B. Except as federal or state law may preempt or act to modify
482 local regulations, the rights, privileges and authority herein granted are
483 subject to and governed by this Ordinance and all other lawful and
484 applicable ordinances and codes of the City of Kirkland (collectively, the
485 "Codes"), as they now exist or may hereafter be amended, including but
486 not limited to, the provisions of Kirkland Municipal Code Title 26, Title
487 19, Title 5, and Kirkland Zoning Code Title 117. Nothing in this
488 Ordinance limits the City's lawful power to exercise its police power to
489 protect the safety and welfare of the general public. Notwithstanding
490 the foregoing, the City agrees to comply with all applicable federal or
491 state laws in the exercise of its police power in connection with this
492 Permit. Grantee shall, at all times, employ professional care and shall
493 install and maintain and use industry-standard methods for preventing
494 failures and accidents that are likely to cause damage, injuries, or
495 nuisances to the public. All structures and all lines, equipment, and
496 connections in, over, under, and upon the Rights-of-Ways, wherever
497 situated or located, shall at all times be kept and maintained in a safe
498 condition. Any location, relocation, erection or excavation by Grantee
499 shall be performed by Grantee in accordance with applicable federal,
500 state and city rules and regulations, including the City's Public Works
501 Pre-Approved Plans and Policies, and any required permits, licenses or
502 fees, and applicable safety standards then in effect (collectively,
503 "Regulations"). Notwithstanding the foregoing, Codes and Regulations
504 shall not include any amended law, rule or regulation or newly created
505 law, rule or regulation that violates Grantee's rights to continue or
506 modify existing non-conforming uses, or any other changes to laws,
507 rules or regulations, which do not apply to previously constructed real
508 estate improvements or wireless communication facilities.

509
510 C. Change in regulations. Either party may, upon thirty (30) days'
511 written notice, require that the terms and conditions of this Permit which
512 are affected by any New Law be renegotiated to conform to the New Law
513 on a going forward basis, unless the New Law requires retroactive
514 application in which case such terms and conditions may also be applied
515 retroactively. In the event that the parties are unable to agree upon such
516 new terms or conditions within ninety (90) days after such notice, then this
517 Permit shall automatically be modified to be consistent with such New Law

518 as of the effective date of the New Law forward until the negotiations are
 519 completed or a party obtains a ruling regarding the appropriate conforming
 520 terms from a commission or court of competent jurisdiction. Except as
 521 provided in the preceding sentence, all terms in the existing Permit shall
 522 remain in effect while the parties are negotiating. As used in this Section
 523 9.C, "New Law" or "New Laws" means any federal or state legislative,
 524 regulatory, judicial, or other action affecting the rights or obligations of the
 525 parties, or establishing rates, terms or conditions for the construction,
 526 operation, maintenance, repair or replacement of Small Cell Facilities in the
 527 Rights-of-way, that differ, in any material respect from the rates, terms or
 528 conditions of this Permit.

529
 530 D. In the event that any territory served by Grantee is annexed
 531 to the City after the effective date of this Permit, such territory shall be
 532 governed by the terms and conditions contained herein upon the
 533 effective date of such annexation.

534
 535 Section 10. Taxes and Fees

536
 537 A. Grantee hereby warrants that its operations as authorized
 538 under this Permit are those of a telephone business as defined in RCW
 539 82.16.010, or service provider as defined in RCW 35.21.860.

540
 541 B. The City will not impose a Permit fee under the terms of
 542 this Permit, other than as described herein. The City hereby reserves
 543 its right to impose a Permit fee on Grantee if Grantee's operations as
 544 authorized by this Permit change such that the statutory prohibitions of
 545 RCW 35.21.860 no longer apply, or if statutory prohibitions on the
 546 imposition of such fees are removed. In either instance, the City also
 547 reserves its right to require that Grantee obtain a separate Permit for its
 548 change in use. Nothing contained herein shall preclude Grantee from
 549 challenging any such new fee or separate agreement under applicable
 550 federal, State, or local laws.

551
 552 C. Grantee acknowledges that certain of its operations within
 553 the City constitute a telecommunication business subject to the utility
 554 tax imposed pursuant to the Kirkland Municipal Code Chapter 5.08.
 555 Grantee stipulates and agrees that certain of its business activities are
 556 subject to taxation as a telecommunication business and that Grantee
 557 shall pay to the City the rate applicable to such taxable services under
 558 Kirkland Municipal Code Chapter 5.08, and consistent with state and
 559 federal law. The parties agree however, that nothing in this Permit shall
 560 limit the City's power of taxation as may exist now or as later imposed
 561 by the City. This provision does not limit the City's power to amend
 562 Kirkland Municipal Code Chapter 5.08 as may be permitted by law.

563
 564 Section 11. Undergrounding. Grantee acknowledges the City's
 565 policy of undergrounding of Facilities within the Permit Area. Grantee
 566 will cooperate with the City in the undergrounding of Grantee's new and

567 existing Facilities within the Permit Area. If, during the term of this
568 Permit, the City shall direct Grantee to underground Facilities within any
569 Permit Area, such undergrounding shall be at no cost to the City, except
570 as may be provided in RCW Chapter 35.99. Grantee shall comply with
571 all federal, state, and City regulations on undergrounding. If the City
572 undertakes any street improvement which would otherwise require
573 relocation of Grantee's above-ground facilities, the City may, by written
574 notice to Grantee, direct that Grantee convert any such Facilities to
575 underground Facilities. Notwithstanding anything to the contrary
576 contained herein, the undergrounding requirement shall not apply to
577 that portion of the Facilities that are required to remain above ground
578 in order to be functional, but the Grantee will be responsible for
579 providing such needed facilities to maintain the above ground function.

580

581 Section 12. City Approvals and Permits.

582

583 A. City Permits and/or Approvals Required. The granting of this
584 Permit is not a substitute for any other City required permits and/or
585 approvals to construct Grantee's Facilities in the Rights-of-Way ("City
586 Approvals"). These City Approvals do not grant general authorization
587 to enter and utilize the Rights-of-Way but rather grant Grantee
588 permission to build its specific Small Cell Facilities. Such City Approvals
589 shall be issued consistent with the Codes, state laws, and federal laws
590 governing wireless communication facilities. This Section does not
591 affect the thirty (30) day issuance requirement described in RCW
592 35.99.030 required for use permits such as Right-of-Way use permits
593 and traffic control permits.

594

595 B. Preference for Existing Infrastructure; Site Specific
596 Agreements. Grantee shall utilize existing infrastructure in the City
597 whenever possible and consistent with the design, concealment and
598 siting of the City Codes, unless otherwise agreed to with the City. In
599 the event that existing infrastructure is not available or feasible for a
600 Grantee's Facilities, then Grantee may request the placement of new or
601 replacement structures in the Rights-of-Way consistent with the
602 requirements of the City's Codes. Grantee acknowledges and agrees
603 that if Grantee requests to place new or replacement structures, as
604 described in RCW 35.21.860, in the Rights-of-Way or place Facilities on
605 City-owned structures, which are not otherwise covered under a master
606 lease agreement with the City, then Grantee may be required to enter
607 into a site specific agreement consistent with RCW 35.21.860 in order
608 to construct such Facilities in the Right of Way. Such agreements may
609 require a site specific charge to the City. The approval of a site specific
610 agreement is at the discretion of each of the parties thereto.

611

612 C. Concealment. Grantee shall construct its Facilities consistent
613 with the concealment or stealth requirements as described in this
614 Permit, the applicable federal, state, and local Codes, and the specific

615 requirements in each permit or approval granted by the City in order to
616 minimize the visual impact of such Facilities.

617

618 Section 13. Record of Installations and Service.

619

620 A. With respect to excavations by Grantee and the City within
621 the Permit Area, Grantee and the City shall each comply with its
622 respective obligations pursuant to Chapter 19.122 RCW and any other
623 applicable state law.

624

625 B. Upon written request of the City, Grantee shall provide the
626 City with the most recent update available of any plan of potential
627 improvements to its Facilities within the Permit Area; provided,
628 however, any such plan so submitted shall be for informational purposes
629 within the Permit Area, nor shall such plan be construed as a proposal
630 to undertake any specific improvements within the Permit Area. The City
631 agrees to keep confidential any such plans to the extent permitted by
632 law.

633

634 C. Following any construction, Grantee shall provide the City
635 with as-built drawings and maps of the precise location of any Facilities
636 placed by Grantee in any Right of Way. These plans and maps shall be
637 provided at no cost to the City and shall include hard copies and/or
638 digital copies in a format specified by the City. Further, such maps and
639 as-builts shall be made available by Grantee to the City within 10 (ten)
640 working days of the City's written request. Grantee hereby warrants the
641 accuracy of all maps and as-builts provided to the City.

642

643 D. Information Available for Inspection. All books, records,
644 maps, and other documents maintained by Grantee with respect to its
645 Facilities within the Rights-of-Way shall be made available for inspection
646 by the City at reasonable times and intervals; provided, however, that
647 nothing in this paragraph shall be construed to require Grantee to
648 violate state or federal law regarding customer privacy, nor shall
649 paragraph be construed to require Grantee to disclose proprietary or
650 confidential information without adequate safeguards for its confidential
651 or proprietary nature. Unless otherwise permitted or required by State
652 or federal law, nothing in this paragraph shall be construed as
653 permission to withhold relevant customer data from the City that the
654 City requests in conjunction with a tax audit or review; provided,
655 however, Grantee may redact identifying information such as names,
656 street addresses (excluding City and zip code), Social Security Numbers,
657 or Employer Identification Numbers related to any confidentiality
658 agreements Grantee has with third parties.

659

660 E. Confidential and/or Proprietary Information. Grantee shall
661 not be required to disclose information that it reasonably deems to be
662 proprietary or confidential in nature; provided, however, Grantee shall

663 disclose such information to comply with a utility tax audit. Grantee
664 shall be responsible for clearly and conspicuously identifying the work
665 as confidential or proprietary, and shall provide a brief written
666 explanation as to why such information is confidential and how it may
667 be treated as such under State or federal law. In the event that the
668 City receives a public records request under Chapter 42.56 RCW or
669 similar law for the disclosure of information Grantee has designated as
670 confidential, trade secret, or proprietary, the City shall promptly provide
671 written notice of such disclosure so that Grantee can take appropriate
672 steps to protect its interests.

673
674 F. Public Records Act Compliance. Nothing herein prohibits the
675 City from complying with Chapter 42.56 RCW or any other applicable
676 law or court order requiring the release of public records, and the City
677 shall not be liable to Grantee for compliance with any law or court order
678 requiring the release of public records. The City shall comply with any
679 injunction or court order obtained by Grantee that prohibits the
680 disclosure of any such confidential records; however, in the event a
681 higher court overturns such injunction or court order and such higher
682 court action is or has become final and non-appealable, Grantee shall
683 reimburse the City for any fines or penalties imposed for failure to
684 disclose such records as required hereunder within sixty (60) days of a
685 request from the City.

686
687 G. Annual Audit. On an annual basis, upon thirty (30) days prior
688 written notice, the City shall have the right to conduct an independent
689 audit of Grantee's records reasonably related to the administration or
690 enforcement of this Permit, in accordance with GAAP. If the audit shows
691 that tax or fee payments have been underpaid by three percent (3%)
692 or more, Grantee shall pay the total cost of the audit.

693
694 Section 14. Shared Use of Excavations and Trenches.

695
696 A. If either the City or Grantee shall at any time after installation
697 of the Facilities plan to make excavations in the area covered by this
698 Permit and as described in this Section, the party planning such
699 excavation shall afford the other, upon receipt of written request to do
700 so, an opportunity to share such an excavation, *provided that*: (1) such
701 joint use shall not unreasonably delay the work of the party causing the
702 excavation to be made or unreasonably increase its costs; (2) such joint
703 use shall be arranged and accomplished on terms and conditions
704 satisfactory to both parties. In addition, pursuant to RCW 35.99.070,
705 the City may request that Grantee install additional conduit, ducts and
706 related access structures for the City pursuant to contract, under which
707 Grantee shall recover its incremental costs of providing such facilities to
708 the City.

709

710 B. The City reserves the right to require Grantee to joint trench
711 with other Grantees if both entities are anticipating trenching within the
712 same general area and provided that the terms of this Section are met.

713
714 Section 15. Insurance.

715
716 A. Grantee shall procure and maintain for the duration of this
717 Permit, insurance against claims for injuries to persons or damage to
718 property which may be caused, in whole or in part, by the performance
719 of work under this Permit by Grantee, its agents, representatives or
720 employees in the amounts and types set forth below. Any policy of
721 insurance shall be written on an occurrence basis.

722
723 (1) Commercial general liability insurance shall be
724 written on ISO occurrence form CG 00 01 or its equivalent
725 and shall cover liability arising from bodily injury (including
726 death) and property damage; including premises
727 operation, products and ongoing and completed operations
728 and explosion, collapse and underground coverage
729 extensions. Commercial General Liability insurance shall be
730 written with limits of \$5,000,000 per occurrence and
731 \$10,000,000 general aggregate and a \$2,000,000 products
732 completed operations aggregate limit. The City shall be
733 included as an additional insured as their interest may
734 appear under this Permit using ISO CG 20 37 Additional
735 Insured-Completed Operations endorsement or a
736 substitute endorsement or endorsements providing at least
737 as broad coverage;

738 (2) Commercial Automobile liability insurance covering
739 all owned, non-owned and hired vehicles. Coverage shall
740 be at least as broad as ISO form CA 00 01 or its equivalent.
741 Commercial Auto Liability shall be written with a combined
742 single limit of \$1,000,000 per accident for bodily injury and
743 property damage; and

744 (3) Worker’s compensation within statutory limits and
745 employer’s liability insurance with limits of \$1,000,000 for
746 each accident/disease/policy limit.

747
748 B. The insurance policies required by this section shall be
749 maintained at all times by the owner.

750
751 C. Upon receipt of notice from its insurer(s) Grantee shall
752 endeavor to provide the City with thirty (30) days prior written
753 notice of cancellation of any policy required herein that is not
754 replaced.

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D. Grantee’s insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee’s insurance and shall not contribute with it.

E. Grantee shall furnish the City with an ACORD Form certificate of insurance coverage and a copy of the additional insured endorsement before issuance of the Permit.

F. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

G. Grantee’s maintenance of insurance as required by this Permit shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City’s recourse to any remedy to which the City is otherwise entitled at law or in equity.

H. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

I. Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of the Permit, upon which the City may, after giving five business days’ notice to the Grantee to correct the breach, immediately terminate the Permit.

Section 16. Assignment.

A. All of the provisions, conditions, and requirements herein contained shall be binding upon Grantee, and no right, privilege, license or authorization granted to Grantee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold, condition or delay. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Permit); or (b) the surviving entity in the event of a merger or acquisition of substantially all of Grantee’s assets in the FCC Cellular Market Area for King County, Washington (CMA 20).

B. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that:* Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Permit.

803 Section 17. Abandonment and Removal of Facilities. Grantee's
 804 Facilities may be considered abandoned pursuant to KMC Ch. 26.20. In
 805 the event of abandonment, the parties shall refer to their options in KMC
 806 Ch. 26.20.

807
 808 Section 18. One Call Locator Service. Prior to doing any work
 809 in the Rights-of-Way, the Grantee shall follow established procedures,
 810 including contacting the Utility Notification Center in Washington and
 811 comply with all applicable State statutes regarding the One Call Locator
 812 Service pursuant to Chapter 19.122 RCW. Further, upon request, by
 813 the City or a third party, Grantee shall locate its Facilities consistent with
 814 the requirements of Chapter 19.122 RCW. The City shall not be liable
 815 for any damages to Grantee's Facilities or for interruptions in service to
 816 Grantee's customers that are a direct result of Grantee's failure to locate
 817 its Facilities within the prescribed time limits and guidelines established
 818 by the One Call Locator Service regardless of whether the City issued a
 819 permit.

820
 821 Section 19. Emissions Reports.

822
 823 A. Grantee is obligated to comply with all laws relating to
 824 allowable presence of or human exposure to Radiofrequency Radiation
 825 ("RFs") or Electromagnetic Fields ("EMFs") on or off any poles or
 826 structures to which Grantee's Small Cell Facilities are attached in the
 827 Rights-of-way, including all applicable FCC standards as now or
 828 hereafter adopted, whether such RF or EMF presence or exposure
 829 results from the Small Cell Facilities alone or from the cumulative effect
 830 of the Small Cell Facility added to all other sources on or near the specific
 831 pole or structure.

832
 833 B. Prior to the issuance of any other permit or approval required
 834 by the City under this Permit, Grantee must provide to the City a copy
 835 of the report (the "Emissions Report") from a duly qualified engineer
 836 analyzing whether RF or EMF emissions, as applicable, at the proposed
 837 Small Cell Facility locations would comply with FCC General Population
 838 standards. Grantee may provide one standard Emissions Report which
 839 certifies that a standard Small Cell configuration (including power
 840 output, elevation of antennas above ground level, number of antennas)
 841 complies with FCC standards for its entire deployment, provided that
 842 the configuration of its Facilities remains identical ("Master Emissions
 843 Report"). Grantee shall provide multiple Master Emissions Reports if it
 844 deploys different configurations within the City. All applications for
 845 Small Cells shall certify that the configuration is the same as or emits
 846 less emissions than the design in the standard Emissions Report. If an
 847 installation differs from the standard report as being more intrusive,
 848 then Grantee will be required to provide a customized Emissions Report
 849 for such Small Cell installation. If not provided earlier as part of a Master
 850 Emissions Report, Grantee must submit the Emissions Report to the City

851 with the applicable Small Cell permit application. Further, following any
852 subsequent modification to a Small Cell Facility that materially alters the
853 configuration of such Small Cell Facility, Grantee shall, at its own cost
854 and expense, perform an RF emissions test following such modification
855 to validate that the Small Cell Facilities once modified comply with the
856 FCC standards.

857
858 C. If on the basis of an analysis performed by a duly qualified
859 engineer the City discovers that the emissions from a Facility exceeds
860 the FCC standards, then the City may order Grantee to immediately turn
861 off the Facility or portion thereof committing the violation, until the
862 emissions exposure is remedied.

863
864 D. If Small Cell Facilities have already been installed by the
865 Grantee or other entities within the vicinity of a proposed Small Cell
866 Facility, Grantee shall provide an Emissions Report for the proposed
867 Facility that includes the cumulative effects of all of these already
868 existing Facilities.

869
870 Section 20. Miscellaneous.

871
872 A. If any term, provision, condition or portion of this Permit shall
873 be held to be invalid, such invalidity shall not affect the validity of the
874 remaining portions of this Permit which shall continue in full force and
875 effect. The headings of sections and paragraphs of this Permit are for
876 convenience of reference only and are not intended to restrict, affect,
877 or be of any weight in the interpretation or construction of the provisions
878 of such sections of paragraphs.

879
880 B. Grantee shall pay for the City's reasonable administrative
881 costs in drafting and processing this Ordinance and all work related
882 thereto, provided that such costs shall not exceed Ten Thousand Dollars
883 (\$10,000). Grantee shall further be subject to all permit fees associated
884 with activities and the provisions of any such permit, approval, license,
885 agreement of other document, the provisions of this Permit shall control.

886
887 C. Failure of either party to declare any breach or default under
888 this Permit or any delay in taking action shall not waive such breach or
889 default, but that party shall have the right to declare any such breach
890 or default at any time. Failure of either party to declare one breach or
891 default does not act as a waiver of that party's right to declare another
892 breach or default.

893
894 Section 21. Notice. Any notice or information required or
895 permitted to be given to the parties under this Permit may be sent to
896 the following addresses unless otherwise specified:
897
898

899 City:
900 City of Kirkland
901 Director of Public Works
902 123 Fifth Ave.
903 Kirkland, WA 98033

904
905
906 Grantee:
907 New Cingular Wireless PCS, LLC
908 Attn: Network Real Estate Administration
909 Site No. City of Kirkland Wireless Master Use Permit (WA)
910 1025 Lenox Park Blvd NE, 3rd Floor
911 Atlanta, GA 30319

912
913 With a copy to:
914
915 New Cingular Wireless PCS, LLC
916 Attn: AT&T Legal Dept – Network Operations
917 Site No. City of Kirkland Master Use Permit (WA)
918 208 S. Akard Street
919 Dallas, TX 75202-4206

920
921 Notice shall be deemed given upon receipt in the case of personal
922 delivery, three days after deposit in the United States Mail in the case
923 of regular mail, or the next day in the case of overnight delivery.

924
925 Section 22. Effective date. This Ordinance, being in compliance
926 with RCW 35A.47.040, shall be in force and effect five days from and
927 after its passage by the Kirkland City Council and publication pursuant
928 to Section 1.08.017 Kirkland Municipal Code in the summary form
929 attached to the original of this ordinance and by this reference approved
930 by the City Council.

934 Passed by majority vote of the Kirkland City Council in open
935 meeting this 05 day of May, 2020.

936

937

938

Signed in authentication thereof this 05 day of May, 2020.




Penny Sweet, Mayor

Attest:



Kathi Anderson, City Clerk

Approved as to Form:



City Attorney

Publication Date: 5-11-20

PUBLICATION SUMMARY
OF ORDINANCE NO. 4714

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO GRANTING NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A NON-EXCLUSIVE COMMUNICATIONS MASTER USE PERMIT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY TO MAKE USE OF THE PERMIT AREA FOR COMMUNICATIONS PURPOSES.

SECTIONS 1- 21. Issues a right-of-way Master Use Permit to New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company for wireless communications purposes and sets forth the terms and conditions of the Permit.

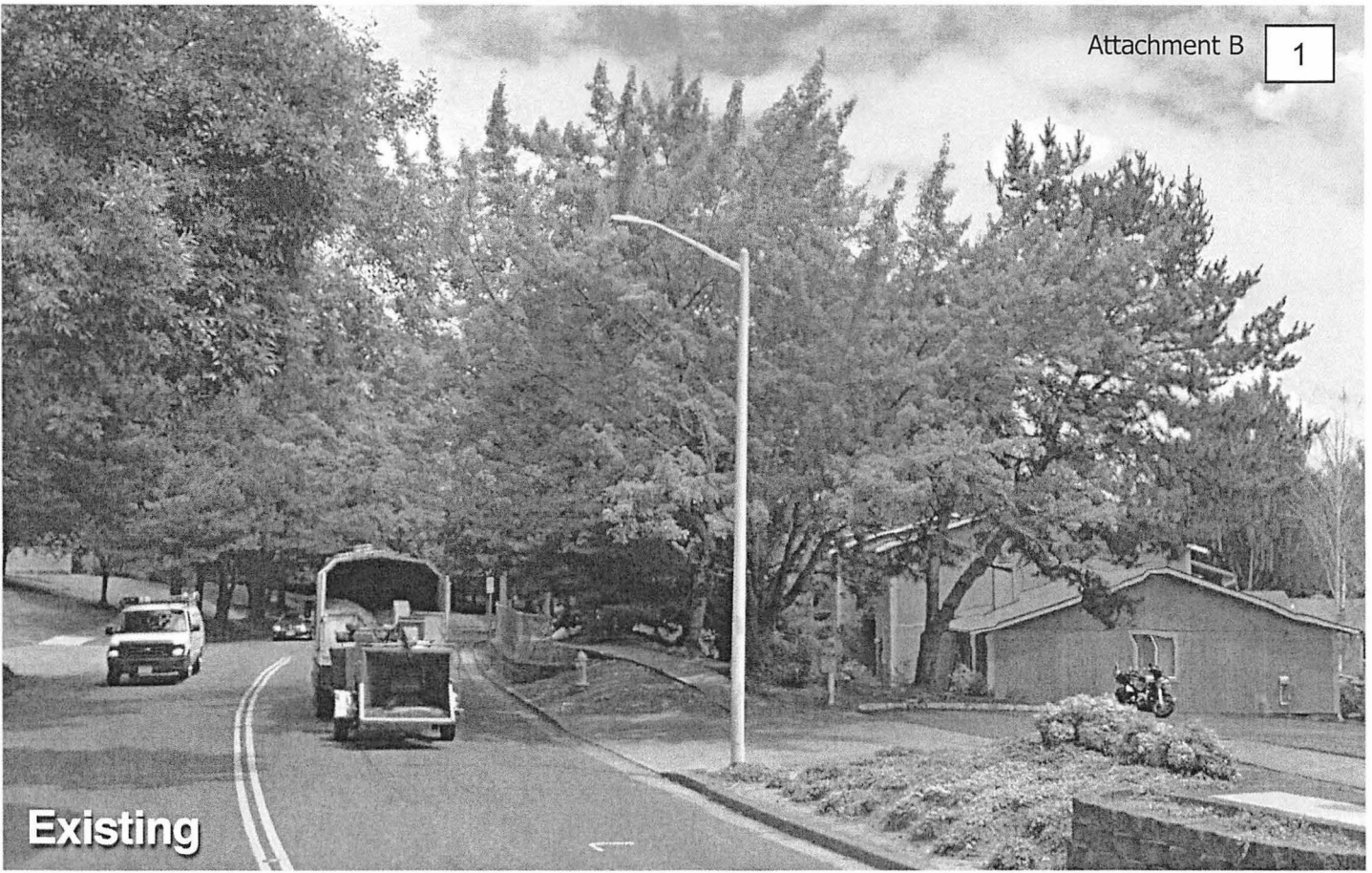
SECTION 22. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the 05 day of May, 2020.

I certify that the foregoing is a summary of Ordinance 4714 approved by the Kirkland City Council for summary publication.



Kathi Anderson, City Clerk



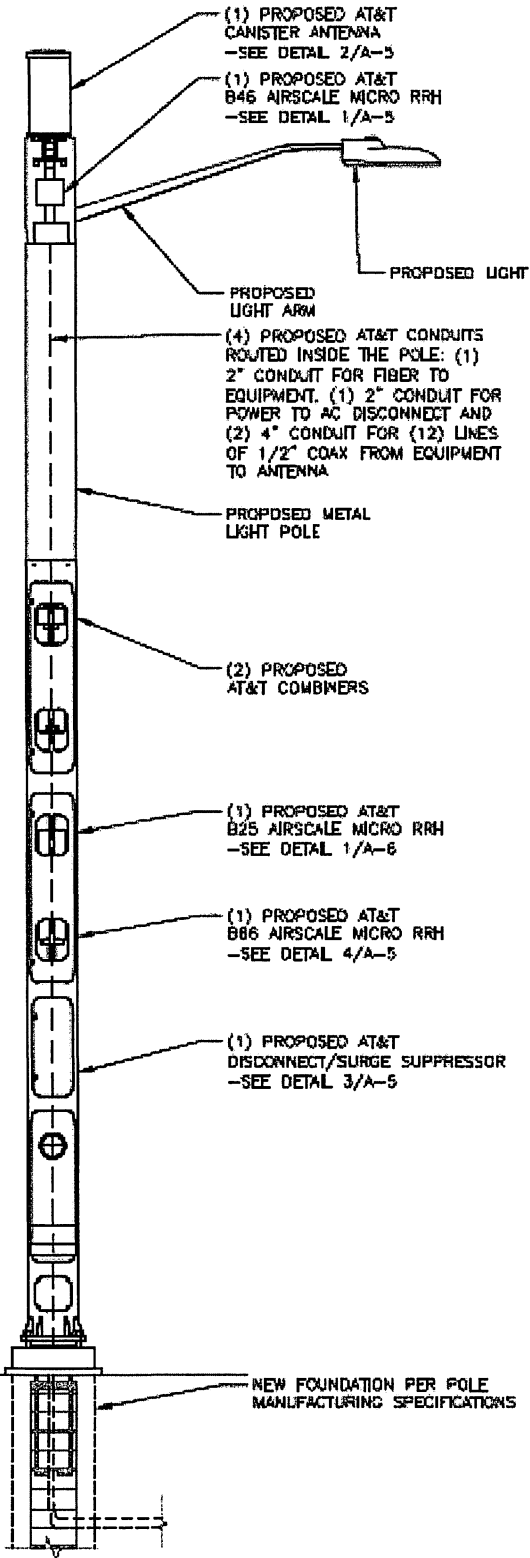
Existing



Proposed

INSTALLER NOTE:
INSTALL RF WARNING SIGNS PER
MANUFACTURER SPECIFICATIONS.

- ◆ TOP OF PROPOSED AT&T CANISTER ANTENNA
ELEV. 31'-0" AGL
- ◆ C.L. OF PROPOSED AT&T CANISTER ANTENNA
ELEV. 30'-0" AGL
- ◆ HEIGHT OF PROPOSED LIGHT
ELEV. 29'-0" AGL
- ◆ HEIGHT OF PROPOSED LIGHT ARM
ELEV. 27'-0" AGL
- ◆ TOP OF PROPOSED METAL LIGHT POLE
ELEV. 26'-6" AGL



◆ FINISHED GRADE (REF.)
ELEV. 0'-0" AGL

PROPOSED POLE ELEVATION

6" = 1'	SCALE: 1/2" = 1'-0" (24/48)
1/8" = 1"	1/4" = 1'-0" (12/36)

26in Sq PoleCab Concealment Pole

760237427

Modular Design – 4G/5G Capability

Introduction

This document describes the CommScope 26in Square PoleCab concealment pole.

The solution is intended to house and conceal multiple radios and any other wireless infrastructure equipment in a cabinet at the base of the pole.

Application

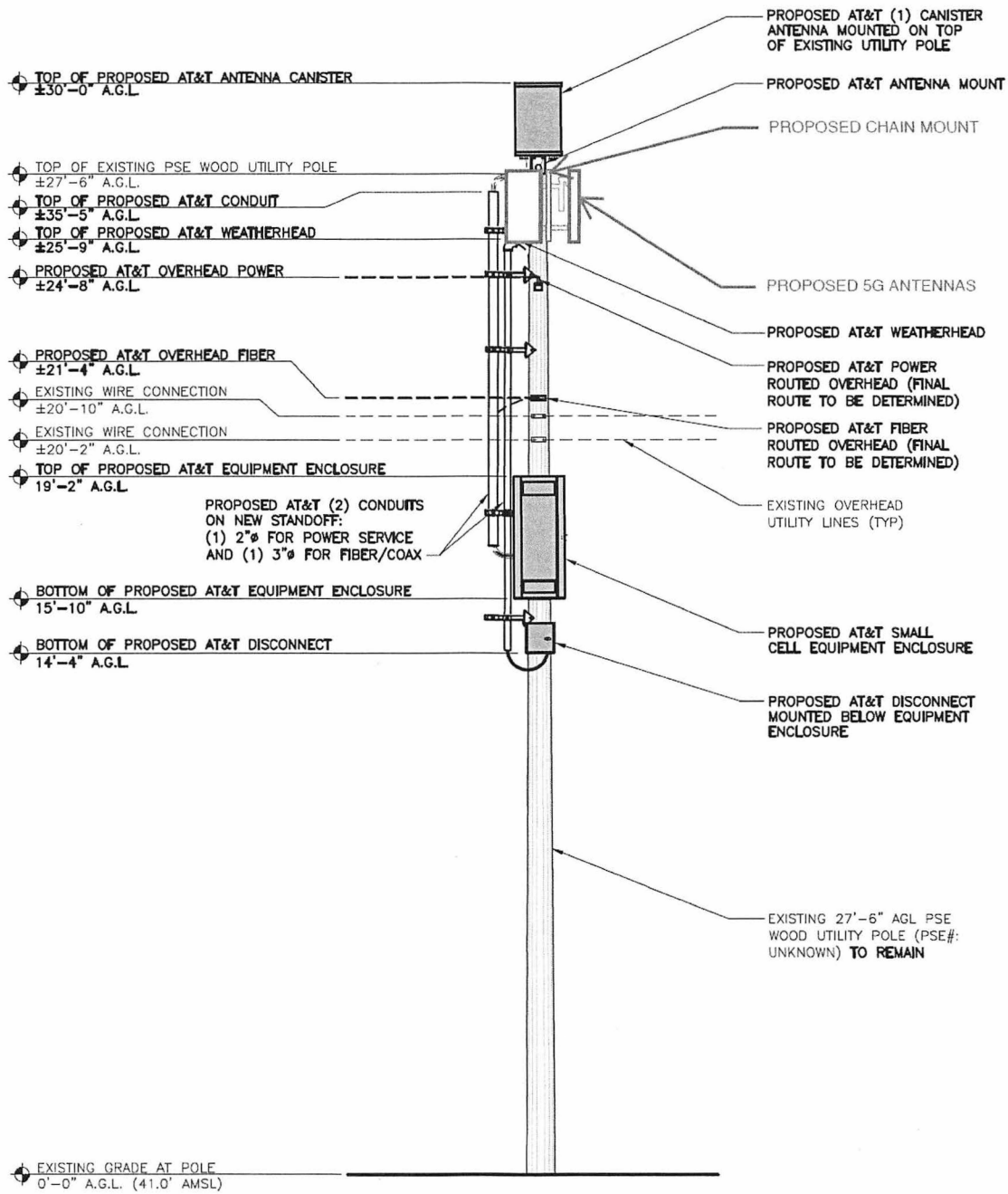
This solution includes everything needed for a low, mid, and high power 4G/5G outdoor small cell site.

- 26in Square base accepts low to high-power single or dual band radios
- Integrated AC load center/OVP and disconnect
- Integrated AC/DC rectifier options
- GR-487 thermally verified (fan cooling)
- Pole Top concealment module for LAA/CBRS radio mounting
- 5G upgradable with expansion placeholder
- PE stamped calculations and foundation included



System dimensioning and configuration	
Base Size / Height Options	26 in Square x 4ft Tall Equipment Cabinet Base Overall AGL Standard Heights: 20, 25, 30, 35 & 40ft
Finish	Galvanized per ASTM A123/A123M finish for all steel components; Aluminum components are RoHS compliant chromate Powder coat over galvanization
Radio compatibility	<u>760337427N (Nokia)</u> (2) Nokia Airscale dual band radios (160W or 320W) and (2) Delta 1kW rectifiers (2) Airscale Micro Radios - LAA & CBRS (Pole Top) 5G Expansion Module Included
	<u>760237427E (Ericsson)</u> (1) Ericsson 8843/4449 dual-band high power radio and (2) PSU-AC08 or (2) RRUS11/12/32, 2212, 4415, 4426, 4478 (base) (3) 2203/2205/2208 (Pole Top) 5G Expansion Module Included





"x36" SCALE: 3/8" = 1'-0"
 "x17" SCALE: 3/16" = 1'-0"
 2' 1' 0" 2'