

**Supplemental Site License**  
**SLA #**

This Supplemental Site License, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) between the City of Aurora, hereinafter designated “Licensor,” and **Companies Registered Name** company, hereinafter designated “Licensee”:

1. Supplemental Site License. This is a Supplemental Site License as referenced in that certain Master License Agreement for the use of Public Rights-of-Way in connection with the operation of Licensee’s Network, between Licensor and Licensee **dated \_\_\_\_\_** (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 Supplemental Site License, the terms of this Supplemental Site License shall govern. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. As described herein, Licensee shall have the right to use the designated areas in the PROW for the WCF described in Attachment 1, Table 1 (the “Licensed Area”).
3. WCF Equipment. The WCFs to be installed at the Licensed Area are described in Attachment 1 attached hereto are subject to AASHTO and City standards for intersection and access point sight triangles.
4. Term. The term of this Supplemental Site License shall be as set forth in Section 2.3 of the Agreement. Licensee shall have one (1) year from the Effective Date of this Supplemental Site License to install Licensee’s WCFs.
5. Fees. If this Supplemental Site License is for attaching WCFs to City-owned structures in the PROW, the initial annual attachment fee shall be **\$200.00** (“Attachment Fee”). Such annual Attachment Fee shall not be applicable to street lighting poles approved for street lighting purposes by the City, purchased by the Company and assigned to the City pursuant to Section 2.2(iii).
6. Commencement Date. The commencement date of this Supplemental Site License is the first day of the month following the date Licensee has commenced installation of its WCFs at the Licensed Area.
7. Approvals. It is understood and agreed the Licensee’s ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the “Governmental Approvals”) that may be required by any Federal, State or Local authorities. 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; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) Licensee

determines one or more licensed Sites in the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate all or part of this Supplemental Site License. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, 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 Licensor. Upon such termination, all or part of this Supplemental Site License, as applicable 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 hereunder and in the Agreement. Otherwise, Licensee shall have no further obligations for the payment of any Attachment Fee to Licensor.

EXECUTED to be effective as of the date shown above.

LICENSOR:

APPROVED AS TO FORM

REVIEWED BY:

BY: \_\_\_\_\_  
Assistant City Attorney  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Public Works Engineering  
Print Name: \_\_\_\_\_

REVIEWED BY:

BY: \_\_\_\_\_  
Development Land Services Manager  
Print Name: \_\_\_\_\_

LICENSEE:  
Company Name

By: \_\_\_\_\_  
Print Name:  
Its: Title

**Attachments:**  
Attachment 1, Table 1

# Attachment 1

Table 1

<b>SITE ID NO.</b>	<b>CP NUMBER</b>	<b>ADDRESS</b> (assigned by city)	<b>RSN#</b>	<b>GIS COORDINATES</b> (Lat, Long)	<b>TYPE</b> (Power Cabinet, Pole, Attachment)	<b>HEIGHT</b>

**LICENSEE SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY LICENSOR IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:**

- Plot plan, engineering design, and specifications for installation of the Wireless Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design, pole modification, and ADA compliance.
  - The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.
- For City poles, include documentation from the City verifying the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of the Wireless Communication Facility. If pole reinforcement or replacement is warranted, the design documents shall include the proposed pole modification.
- For new pole installations, include documentation verifying the pole location is in the PROW and is eligible for installation. Include list of adjacent property owners. If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the state of Colorado.
- For City-owned poles, provide information required by Exhibit B of the Agreement.

## **EXHIBIT B**

### **ATTACHMENTS TO CITY FACILITIES**

#### **Traffic Signal Pole Requirements**

Traffic signal poles already supporting Police equipment are not eligible to be considered for licensee equipment placement. Licensee equipment placed on traffic signal poles may be required to be relocated at any time if the City infrastructure is needed for placement of Police equipment.

Traffic signal poles are engineered structures designed to specific loading criteria and required AASHTO standards. Modifications to the loading will require an engineering analysis stamped by a Colorado licensed professional engineer.

Installations on signal poles cannot alter the poles in any way. Therefore, all attachments must be banded. Drilling and taping is not allowed.

All cabling must be external to the pole to eliminate the possibility of interference with existing signal cables and conductors.

Cables, conduits and bands must not interfere with access to or operation of any of the traffic signal equipment. Specific clearances may be required and will be reviewed on a case-by-case basis.

Analysis must be provided to show the proposed equipment will not interfere with the City's wireless network operating in the 900 MHz and 5.8 GHz frequencies.

For installations on traffic signal poles, involved personnel must hold at least a Level I IMSA Traffic Signal certification (level II preferred) to demonstrate comprehension of the implications of any negative impacts to the City's traffic signal infrastructure.

Any installation or servicing of equipment located on traffic signal poles shall be coordinated with the City's Traffic Operations and Traffic Engineering groups a minimum of three business days in advance.

Equipment located on traffic signal poles may be required to be removed and/or reset at any time at the sole cost of the Company due to any work performed by or authorized by the City.

## EXHIBIT C

### TECHNICAL REQUIREMENTS

1. This Exhibit C sets forth additional technical requirements as a supplement to the Agreement between City and Company. Terms not defined herein shall have the definitions set forth in the Agreement to which this Exhibit C is attached.
2. Irrespective of Company's rights, if any, under 47 U.S.C. § 1455(a) (codifying Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012) and the FCC's implementing regulations thereunder, including 47 C.F.R. § 1.40001, Company shall not, (i) unless otherwise agreed to by the parties in a Supplemental Site License and (ii) unless the Company obtains any additional, required permitting and land use approval in accordance with Applicable Law:
  - a. install a pole in the PROW with a height in excess of thirty (30) feet;
  - b. increase or seek to increase the height of any pole in the PROW to a total height in excess of thirty (30) feet, except that the Company may increase the height of a distribution pole by up to an additional five (5) feet to the extent required by Applicable Law or industry standards for the placement of WCFs on the top of a distribution pole; or
  - c. install at ground level equipment shelters or cabinets or electrical distribution panels, except, in each case after all reasonable alternative pole locations and underground locations have been explored and found unavailable or lacking in some substantial way.

The City shall weigh requests by Company to include any of the foregoing in a Supplemental Site License in light of the City's historic preservation policies, aesthetic considerations, pedestrian, disabled person and/or bicyclist access to sidewalks, public safety concerns, technical installation conflicts, and compliance with Applicable Law.

3. Nothing in this Agreement shall be interpreted to authorize the installation of macro wireless communications service facilities, macro base stations, or similar high-powered cellular facilities in the PROW, nor the installation of macro wireless towers or poles intended for macro facilities.
4. Wireless Sites shall be installed within the footprint of an area of no more than thirty-six (36) square feet.