

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION ESTABLISHING DIRECTION FOR THE INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITIES ON CITY-OWNED PROPERTY, INCLUDING PROPERTY WITHIN THE PUBLIC RIGHT OF WAY

WHEREAS, the City of Salinas desires to comply with all mandates regarding public utilities as imposed upon it by state and federal law; and

WHEREAS, the availability of modern wireless telecommunications services are necessary to ensure that Salinas residents have the ability to access resources (including educational resources) that are available through the Internet and that Salinas businesses can remain economically competitive; and

WHEREAS, the City controls the development rights at many locations throughout the City, including offices, maintenance yards, libraries, recreation centers, parks, street lights, and other facilities both in and out of the public right-of-way at which wireless telecommunications facilities could be installed; and

WHEREAS, the City of Salinas desires to make use of these assets to facilitate the development of a wireless telecommunications network; and

WHEREAS, although the City wishes to promote the development of this network, it also wishes to ensure that said network is developed in such a manner as to enhance the quality of life and prosperity of residents and businesses, that the network is developed in a manner that does not compromise the safety or comfort of the residents of Salinas, and that the coverage area and benefits of such a network are available equitably to all the residents and neighborhoods of Salinas; and

WHEREAS, the City Council wishes to provide direction to City staff, so as to empower staff with the flexibility and authority to implement these goals as identified by the Council without sacrificing staff's ability to respond flexibly to different situations that may arise.

NOW, THEREFORE, BE IT RESOLVED by the Salinas City Council that the City of Salinas declares its support for the development of wireless telecommunications networks within the City of Salinas, and supports the development of these wireless telecommunications facilities on property owned or otherwise controlled by the City of Salinas; and

BE IT FURTHER RESOLVED by the Council that the City supports the creation of policies and procedures which would enable the City to quickly respond to changes in technology and facilitate the deployment of new equipment and networks as they become available; and

BE IT FURTHER RESOLVED that the City Council hereby declares that this support is contingent upon these networks and facilities being installed and operated in such a manner that they enhance the quality of life and economic well-being of the residents and businesses of Salinas, that they are designed so as not to jeopardize or impact the safety or comfort of the residents of Salinas, and that the coverage area and benefits of the network are equitably available to all residents and geographies of Salinas.

BE IT FURTHER RESOLVED that to the extent this Resolution conflicts with any other previously-approved Resolution, the terms and the provisions of this Resolution will control.

BE IT FURTHER RESOLVED that the City Council declares that all wireless telecommunications networks that involve the installation of wireless telecommunications facilities on City-owned or controlled property, including property located within the public right of way, shall adhere to the following policy:

**Requirements for the Installation of Wireless Telecommunications Facilities
On City-Owned or Controlled Property**

Master Lease Agreement

The City of Salinas may, at its sole discretion, lease any City facility, including street lights and other right-of-way infrastructure, to an entity (the “Provider”) seeking to install a wireless telecommunications facility (hereinafter “facility” or “equipment”) if the proposed facility complies with these requirements.

1. Prior to the installation of any wireless telecommunications facility or issuance of any permit or lease for a location owned or controlled by the City of Salinas, the City and the Provider must mutually accept and execute a Master Lease Agreement. This Master Lease Agreement will specify the terms under which facilities may be installed, and identify the structure of the proposed network. The Master Lease Agreement is intended to represent the final review of the following:
 - a. That the Provider has the qualifications and expertise to operate the proposed network system. In general, this condition may be satisfied if the entity has prior experience operating an identical or similar network in Salinas or another location. If this is not the case, city staff may request additional information to satisfy this finding.
 - b. That the coverage provided by the network will serve the residents of Salinas in an equitable fashion.
 - c. That a majority, or all, of the proposed locations owned by the City has an included design template which would screen and/or integrate the design of any additional equipment into the site’s architecture in order to minimize visual impacts.
 - d. Any potential environmental impacts of the project have been analyzed pursuant to CEQA, and the appropriate documents prepared.

2. Any Provider wishing to enter into a Master Lease Agreement shall submit a request to the City of Salinas indicating that the Provider wishes to lease City facilities for the purpose of deploying wireless telecommunications facilities. In order to facilitate the City’s review of the request, this request should include, at a minimum, all of following information submitted in print and electronic formats as directed by the City:
 - a. The name of the Provider and information sufficient to demonstrate that the Provider has the administrative, financial, and technical ability to fulfill the terms of the Master Lease Agreement.
 - b. A description of the type of wireless telecommunications network proposed, including typical uses of the network type and radio frequency spectrum that will be utilized.
 - c. Information regarding a Provider’s existing network(s) within the City, to establish a baseline that would enable staff to review how the proposed facilities would create or expand network coverage. An example of how this could be presented would this would

be a map of the entirety of the City, utilizing a readable scale, showing existing network facilities as well as the existing network coverage. The existing coverage shall be identified by signal strength and, if broadband Internet access service (BIAS) is offered, by both advertised and average delivered data speeds. This item may be omitted if the entity has no existing facilities serving the City.

- d. Information regarding the locations and City facilities that the Provider desires to lease. An example of how this could be presented would be a second and separate map showing the same area and utilizing the same scale as the first, and also including existing and all proposed facilities at network build-out, specific identification of any facilities that will be located on public property, any facilities to be removed, and any necessary installation of supporting infrastructure, such as electrical wire/cable and/or fiber optic cables/conduit.
 - e. Information that demonstrates the level and distribution of network coverage throughout the City of Salinas so that staff may determine whether the levels at which the various geographic portions of Salinas are served by the network. An example of how this could be presented would be a third and separate map showing the same area and utilizing the same scale as the first, showing the proposed network upon completion, including facilities and the levels of service as displayed in the first map.
 - f. Photographs of the existing locations for all proposed facilities.
 - g. Design templates for the proposed facilities, including elevation drawings and any accessory equipment, demonstrating compliance with City design regulations (identified below) for the proposed sites. These drawings may also include other information related to the structural installation of the facilities. A Design Template may be used for multiple sites.
 - h. Design templates for typical trench work, if appropriate.
3. Upon receipt and review of the materials described above, City staff will negotiate with the Provider to ensure that the plan is complete and will accomplish the goals of the City Council as set forth in this Resolution. The Master Lease Agreement shall be subject to approval by the City Council, who will have final decision-making authority over any and all Master Lease Agreements. The Master Lease Agreement shall be analyzed in accordance with the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 *et seq.*).
 4. The City of Salinas shall collect a rental charge from all Providers for each wireless telecommunications facility mounted upon, or attached to, any City owned or leased site, building, facility, or equipment, including those located within the public right-of-way. The amount of this charge shall be stipulated within the Master Lease Agreement. In determining the appropriate amount of any charges, the City shall take into account the rates and experiences of other jurisdictions where these charges have been implemented – in addition, the City shall take into account other benefits or accommodations that the Provider is making that will create an exceptional benefit to the community, including, but not limited to, the use of exceptional design standards, placement of facilities to provide high-level service to historically underserved portions of the City, and/or the speed at which new technologies and networks are deployed.

5. The City of Salinas has previously adopted a “Dig Once” Policy (Resolution 21080). To support the principles set forth in that Policy, Master Lease Agreements shall include terms to ensure that the installation of fiber for these facilities does not require digging in the same location more than once. To this end, the Master Lease Agreement shall be consistent with the following:
 - a. The Master Lease Agreement shall prohibit the below-ground installation of any new conduit where City-owned conduit or third party conduit is already installed and available.
 - b. When City-owned conduit is already present and available along the fiber route, new fiber shall be installed in existing conduit (either the City-owned conduit or third-party conduit, if available).
 - c. To address situations when City-owned conduit is not available, and the Provider would be unable to secure access through any third-party conduit, the Master Lease Agreement shall include provisions to accommodate the installation of City-owned conduit, fiber, or other objects in any trench created pursuant to the Master Lease Agreement. These provisions shall be consistent with Section 4 of Resolution 21080, including the limitation of any other excavations within 5 years of the original excavation. The excavating party may elect to use the City-owned conduit, or may install their own conduit for the installation of fiber.
 - d. Lease rates for conduit shall generally be set at rates similar to the rates charged by other jurisdictions where these charges have been implemented without causing disruption to the installation of telecommunications facilities.
 - e. Consistent with Section 5 of Resolution 21080, the Master Lease Agreement shall include language providing for notification of other Providers for excavations to install, upgrade, co-locate, repair, or improve telecommunications facilities, to provide an opportunity for those providers to co-locate within those excavations. Any co-located conduit shall be in addition to the City-owned conduit described above.

6. Whenever feasible, equipment shall comply with the following design regulations:
 - a. Facilities shall be designed, installed and located so as to minimize adverse visual impacts and shall not contain advertising material of any kind.
 - b. Facilities with above-surface features shall be constructed of, painted or otherwise treated with, anti-graffiti materials, including but not limited to, graffiti resistant paints or finishes. Provider shall ensure that graffiti on utility fixtures and/or equipment is removed within forty-eight hours of being reported to the Provider. Any utility structures shall have a decal or permanent sticker with the utility company’s graffiti abatement contact information affixed to the utility fixture or equipment.
 - c. Facilities may not include any type of lighted signal, lights, or other illumination, except as required by federal or state law.
 - d. In general, the height of any pole-mounted antenna should not exceed 20% of the height of the pole. Building mounted antennas should generally follow the design standards specified in Chapter 37 of the Salinas City Code, as the same may be amended from time-to-time.

- e. Above-ground fiber in the right-of-way may only be installed immediately adjacent to existing electrical power lines. In the event that these power lines are relocated underground, the adjacent fiber shall be moved underground or removed by the Provider at that time. The Master Lease Agreement shall include provisions to define the responsibilities of Provider for any electrical undergrounding projects where above-ground fiber has been installed.
 - f. All other new fiber shall be installed underground unless physical site constraints make this impossible.
 - g. The Provider shall comply with all state, federal and local accessibility regulations.
 - h. Facilities must allow parking and appurtenant door opening adjacent to the facility.
 - i. Facilities shall not obstruct the views of drivers and shall comply with all applicable sight distance requirements for the health, safety, and welfare of pedestrians and drivers.
 - j. Facilities shall not block or interfere with the use, maintenance and or repair of fire hydrants, traffic signals, street lights and other existing facilities.
 - k. Facilities shall be designed so as not to restrict sidewalk access or parking when access panels and doors are open.
7. The presence of a wireless telecommunications facility at a location does not necessarily preclude the installation of additional wireless telecommunications facilities at that same location by the same or other Providers, provided that the installation of the new wireless telecommunications facility would not impede the operation of any existing wireless telecommunications facilities, is not precluded due to physical or structural constraints, complies with the other City requirements, and the City desires to lease the site.
 8. A Master Lease Agreement, in addition to governing the installation of wireless facilities on City-controlled land, may also govern the installation of conduit, fiber, and other facilities within other areas of the City, subject to the mutual agreement of the parties.
 9. The Master Lease Agreement shall require ongoing monitoring as a condition of approval, in accordance with Paragraph 14 of this Policy.

Permits

10. The intention of the Master Lease Agreement is not only to ensure quality design and deployment, but also to enable for the streamlined review of other required permits from the City. A Master Lease Agreement will not absolve the Provider of the need to obtain whatever permits or other approvals that may be required, including encroachment or building permits, if those are otherwise required, and Providers will be responsible for the payment of any applicable fees for encroachment or other City permits or approvals. However, the Master Lease Agreement will be constructed so as to minimize the need for additional future review of individual sites; in general, encroachment permit applications for facilities shall be sufficient if they include the following:
 - a. Identification of site from Master Lease Agreement.

- b. Inclusion of information related to facility design and construction, including the site layout, to the extent this information was not already supplied by an approved design template from Master Lease Agreement.
 - c. Study prepared by a registered engineer demonstrating that the radiofrequency emissions that will be created by the site will be consistent with the radiofrequency emission limits specified by the Federal Communications Commission.
 - d. Materials necessary for staff to determine the extent of any trenching, including information necessary for the installation of any City utilities such as fiber and/or conduit, to the extent this information was not already supplied by an approved design template from the Master Lease Agreement.
 - e. Structural Analysis prepared by a Registered Structural Engineer demonstrating structural integrity of existing pole with the proposed facilities, if this information was not already approved through a design template in the Master Lease Agreement.
 - f. Traffic and pedestrian control plans.
 - g. Proof of liability insurance naming the City of Salinas as additional insured with endorsement documents.
 - h. City of Salinas business license for the entity or entities that will be performing any construction or installation related to the project.
11. A Radiofrequency Emissions Study shall be submitted with each encroachment permit (or building permit, if no encroachment permit is required) application demonstrating that the installation will not cause the level of radiofrequency emissions to exceed levels permitted by the Federal Communications Commission (FCC) or increase the radiofrequency emission levels at any location that already exceeds FCC limits, in any area that is generally occupied by people. An exception may be made for roof-mounted antennas that would exceed standards in areas with restricted access, provided that any area that would exceed FCC emission standards is appropriately marked. All studies submitted shall include measurements of existing levels of radiofrequency emissions. The Master Lease Agreement shall include provisions for the ongoing monitoring of radiofrequency emissions.
12. The Provider shall ensure that the installation of Wireless Service Facilities complies with any conditions as may be required by the City to control the construction, installation, maintenance, repair and removal of such facilities so as to protect and benefit the public health, safety, and welfare. The terms and conditions of any such permit issued shall be subject to these requirements and limited to those areas consistent with the City's authority under applicable law. Normal and routine access to, and use, operation, maintenance and repair of Wireless Service Facilities shall be considered as part of the permitted installation (except that the time and manner of access to facilities that are located in areas with restricted public access, such as building rooftops, shall be subject to City direction).

Other Provisions

13. The City of Salinas will not approve any Master Lease Agreement that is not in accordance with this policy.

14. The Provider shall provide ongoing reporting, at intervals to be determined in the Master Lease Agreement, to demonstrate ongoing compliance with applicable rules and regulations. The content of these reports shall be as stipulated in the Master Lease Agreement, provided that the reports in any case shall include (but are not necessarily limited to) the following:
 - a. Proof of insurance pursuant to City specifications as may be amended from time-to-time to defend, indemnify, and hold harmless the City for its facility, and name the City and its officers and employees as additional insured by endorsement.
 - b. The results of surveys measuring radiofrequency emissions around the facilities, utilizing a methodology specified in the Master Lease Agreement.
15. The City of Salinas will add information regarding the wireless telecommunications network to its Geographic Information System to facilitate the overall management of the wireless telecommunications system. This information should include, but not be limited to: the location, type, and size of any City-owned conduit, the amount and owner of any fiber in those conduits, and the locations of any facilities or fiber for which a permit has been issued, including details such as type of facility, owner, and date permitted.
16. The City Manager is hereby authorized to promulgate any regulations necessary to implement these policies. Furthermore, the City Manager may impose additional requirements beyond those specified in this Resolution, provided that those requirements are consistent with this Resolution. The City Manager may delegate this authority to one or more staff members.
17. This policy applies only to facilities built, installed, or mounted upon City-owned or controlled property. Facilities on property not under the control of the City of Salinas, including utility poles owned by other entities and/or private property, shall be considered and processed by the City on a site-by-site basis in accordance with Resolution 20810 or Chapter 37 of the Salinas Municipal Code, as appropriate, as well as the requirements of Resolution 21080.

PASSED AND ADOPTED this 17th day of April 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk