October 4, 2018

NOTIFICATION OF PROPOSED AMENDMENT TO CLARK COUNTY CODE,
TITLE 5, CHAPTER 5.02
RIGHT-OF-WAY MANAGEMENT – WIRELESS COMMUNICATION FACILITIES

Dear Licensees and Community Partners:

Please be notified pursuant to NRS 237.080, of proposed amendments to Clark County Code, Title 5, Chapter 5.02, creating a new chapter for Rights-of-Way Management for Wireless Communication Facilities. The amendments are available for your review online at www.clarkcountynn.gov/depts/businesslicense.

Specifically, the proposed amendments will establish a local policy concerning the County Rights-of-Way (ROW) and management of Wireless Communications Facilities. The proposed amendments address the following key areas:

- **Section 5.02.010** adds definitions regarding wireless communication services, including establishing ROW Design Districts (5.02.010.310).

- **Section 5.02.040** requires a Master Wireless Use License Agreement to install and operate a wireless communication facility within the County’s ROW.

- **Section 5.02.060** requires a Wireless Site License Agreement for each location where a wireless communication facility will be installed in the County’s ROW.

- **Section 5.02.110 and 5.02.120** define various types of specific and general design standards.

- **Section 5.01.130** establishes which design standards apply to which ROW Design Districts.

- **Section 5.02.180** provides for construction requirements.

- **Section 5.02.190** establishes the fees for wireless communication facilities in the County’s ROW.

In accordance with NRS 237.080, business owners and interested parties may submit data and arguments to the Clark County Board of Commissioners, in care of the Department of Business License as to whether the proposed amendments will:
1. Impose a direct and significant economic burden upon a business; or
2. Directly restrict the formation, operation or expansion of a business.

Please direct your comments, data and arguments in writing to Tia O’Brien at PublicCommentCCBL@ClarkCountyNV.gov by 5:00 p.m. on November 2, 2018.

Sincerely,

Jacqueline R. Holloway
Director
Ms. Holloway,

Please see the attached correspondence from the office of Danielle C. Agee - General Counsel of the South Central Market of Verizon Wireless.

Regards,
James

James D. Dobbins
Legal Manager
South Central Market
Verizon Wireless
600 Hidden Ridge
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James Dobbins@VerizonWireless.com

PLEASE NOTE: This Legal Department communication is provided for internal purposes only and should not be forwarded, disclosed, copied or distributed outside Verizon Wireless. Thank you.

This e-mail message and any attachments are being sent by Verizon Wireless Legal Department and are confidential and may be privileged.
November 2, 2018

Via E-Mail to: PublicCommentCCBL@ClarkCountyNV.gov

Jacqueline R Holloway
Director
Department of Business License
500 South Grand Central Pky, 3rd Floor
Las Vegas, Nevada 89155

Re: Combined Comments from Verizon, AT&T, T-Mobile, Mobilitie, Crown Castle, ExteNet Systems and COX regarding the proposed new regulations pertaining to Chapter 5.02 of the Clark County Code.

Dear Ms. Holloway,

Verizon, AT&T, T-Mobile, Mobilitie, Crown Castle, ExteNet Systems and COX appreciate the opportunity to provide comments on the proposed new regulations relating to Chapter 5.02 of the Clark County Code.

As the County considers the proposed ordinance, we urge the County to comply with federal law. A local regulation that conflicts with federal law will stall or deter the deployment of wireless technology. We would appreciate the County taking our comments into consideration in creating these new regulations, and request the opportunity to discuss our concerns with the County at your convenience.

Sincerely,

Danielle C. Agee
DCA/jd
Lizbeth Wincele, Crown Castle  
(via email: Lizbeth.Wincele@crowncastle.com)

Timothy Asta, ExteNet Systems  
(via email: tasta@extenetsystems.com)

Justin L. Terry, ExteNet Systems  
(via email: jterry@extenetsystems.com)

Dylan Fuge, T-Mobile  
(via email: Dylan.Fuge1@T-Mobile.com)

Rod Delarosa, T-Mobile  
(via email: Rod.Delarosa1@T-Mobile.com)

Jennifer Johnson, Mobilitie  
(via email: jjohnson@mobilitie.com)

Michael Bagley, Verizon  
(via email: Michael.bagley1@verizonwireless.com)

John Visconsi, McGuire Woods  
(via email: jvisconsi@mcguirewoods.com)
[COUNTY: The companies submitting this redline expressly reserve their right to challenge in the future any ordinance, rule, fee, requirement, or process that conflicts or otherwise does not comply with applicable federal law.]

BILL NO. ______________________

SUMMARY — An ordinance to amend Title 5 of the Clark County Code by deleting Chapter 5.02 - Cable Television Services, Including CATV and Open Video Services, and replacing it with a new Chapter 5.02 — Rights-of-Way Management - Wireless Communications Facilities; providing for application and issuance of master wireless use and site license agreements; setting standards for design, installation, operation, maintenance and removal of wireless communication facilities in the public rights-of-way; establishing fees for wireless communication facilities in the public rights-of-way; and providing for other matters properly related thereto.

ORDINANCE NO. _________________________________

(OF CLARK COUNTY, NEVADA)

AN ORDINANCE TO AMEND TITLE 5 OF THE CLARK COUNTY CODE BY DELETING CHAPTER 5.02, - CABLE TELEVISION SERVICES, INCLUDING CATV AND OPEN VIDEO SERVICES, AND REPLACING IT WITH A NEW CHAPTER 5.02 - RIGHTS-OF-WAY MANAGEMENT - WIRELESS COMMUNICATIONS FACILITIES; PROVIDING FOR APPLICATION AND ISSUANCE OF MASTER WIRELESS USE AND SITE LICENSE AGREEMENTS; SETTING STANDARDS FOR DESIGN, INSTALLATION, OPERATION, MAINTENANCE AND REMOVAL OF WIRELESS COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; ESTABLISHING FEES FOR WIRELESS COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION ONE. Title 5 of the Clark County Code is hereby amended by deleting Chapter 5.02 and adding a new Chapter as follows:
CHAPTER 5.02 — RIGHTS-OF-WAY MANAGEMENT —

WIRELESS COMMUNICATIONS FACILITIES

Sections:

5.02.010 - Definitions.

For the purpose of this Chapter of the Code, the following words and terms defined in this Section shall apply. Terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words “must”, "shall" and "will" are mandatory and "may" is permissive.

5.02.010.010 — Abandoned

"Abandoned" means the relinquishing of Facilities owned by a Licensee or when a Licensee intends to permanently cease all business activity associated with its Wireless Communication Facilities within the Rights-of-Way.

5.02.010.020 — Affiliate

“Affiliate” means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in a Licensee; (b) each person or entity in which a Licensee has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls a Licensee. An “Affiliate” shall in no event mean any creditor of a Licensee solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason
of owning a controlling interest in, being owned by, or being under common
ownership, common management, or common control with, a Licensee.

5.02.010.030 — Applicant

"Applicant" means the person who submits a completed Application and required
supporting materials as set forth in this Chapter for a Business License, a Master
Wireless Use License Agreement, a Wireless Site License Agreement, or a permit
to install and operate a Wireless Communication Facility.

5.02.010.040 - Application

"Application" means all written documentation, statements, representations and
warranties provided to the County, in accordance with this Chapter, by a
prospective Licensee, which may be relied upon by the County in making its
determination of whether to grant or deny a Business License, a Master Wireless
Use License Agreement, a Wireless Site License Agreement, or a permit to install
and operate a Wireless Communication Facility.

5.02.010.050 — Assignment or Transfer

“Assignment” or “Transfer” means any transaction in which: (a) any ownership or
other right, title or interest of more than 50% in a Licensee or its Network is
transferred, sold, assigned, leased or sublet, directly or indirectly, in whole or in
part; (b) there is any change or transfer of control of a Licensee or its Network; (c)
the rights and/or obligations held by a Licensee under a Master Wireless Use
License Agreement are transferred, directly or indirectly, to another party; or (d)
any change or substitution occurs in more than 50% of the managing general
partners of a Licensee, if applicable. An “Assignment” shall not include a
mortgage, pledge or other encumbrance as security for money owed nor shall it include the use of a Licensee’s Equipment by third parties or attachment of third-party owned Equipment to Municipal Facilities by a Licensee.

5.02.010.060 — Business License

"Business License" means the written authorization required by the County for any person who commences, carries on, engages in, or conducts a business, occupation, trade, or employment, as delineated in Title 6 of the Code, within unincorporated areas and unincorporated towns within Clark County, Nevada.

5.02.010.070 — Clark County Code, Code or County Code

"Clark County Code" or "Code" or "County Code" means the titles, chapters and sections of the Clark County Code and ordinances referenced herein, or their successor titles, chapters and sections, adopted by the County Commission, and as amended from time to time.

5.02.010.080 — Collocation— Intentionally omitted.

“Collocation” means the installation of Equipment by more than one Licensee on one support structure for the purpose of operating a separate Wireless Communication Facility by each Licensee.

5.02.010.090 — Commence Construction or Commence Installation

"Commence Construction" or “Commence Installation” means that time and date when the first connection is physically made to a Municipal Facility for overhead facilities, when trenching is initiated for underground facilities, or when foundations are excavated for transmission facilities, whichever occurs first, if applicable, provided the appropriate permits are issued for such work.
5.02.010.100 — Commence Operation

"Commence Operation" means that time and date, after construction or installation completion, when the Facility is first used to provide service.

5.02.010.110 — Commercial Mobile Radio Service, CMRS or Commercial Mobile Service

“Commercial Mobile Radio Services” or “CMRS” or “Commercial Mobile Service” means the commercial mobile service as defined in 47 United States Code § 332(d) that are authorized to be provided by persons licensed by or registered with the PUCN.

5.02.010.120 — Construction Completion or Installation Completion

"Construction Completion" or “Installation Completion” means that time and date when all Facilities have been installed and all public Rights-of-Way and properties have been restored to their former appearance and condition in a manner reasonably acceptable to the County.

5.02.010.130 - County

"County" means the County of Clark, a political subdivision of the State of Nevada.

5.02.010.140 — County Commission

"County Commission" means the Board of County Commissioners of the County.

5.02.010.150 — County Manager

"County Manager" means the County Manager appointed by County Commission to perform such administrative functions of the County government as may be required of him/her by the County Commission, or his/her designee.

5.02.010.160 — Decorative Streetlight Pole
“Decorative Streetlight Pole” means any Streetlight Pole that: (a) is made from a material other than metal, or non-decorative concrete; or (b) incorporates artistic design elements not typically found in standard metal Streetlight Poles. Decorative Streetlight Poles may not be used for the Network without prior written approval by County. The term Decorative Streetlight Pole includes any historically or architecturally significant or designated Streetlight Poles owned by the County located in ROW.

5.02.010.170 — Director of Business License or Director of Public Works

"Director of Business License" or "Director of Public Works" means the County departmental director of the department specifically named, or his/her designee.

5.02.010.180 - Equipment

“Equipment” means the radio units, conduits, antennas, backhaul equipment, and any other device, whether referred to singly or collectively, to be installed and operated by a Licensee as part of its Wireless Communications Facility.

5.02.010.190 — Federal Communication Commission or FCC

The “Federal Communication Commission” or “FCC” means the independent agency of the United States government created by federal statute to regulate interstate communications by radio, television, wire, satellite, and cable, and its predecessors and successors.

5.02.010.200 — Gross Revenue— Intentionally omitted.

“Gross Revenue” shall mean and include any and all income and other consideration of whatever nature in any manner actually collected from any third party and received by a Licensee or its Affiliates from or in connection with the
provision of a Network enabling Commercial Mobile Radio Services or Telecommunications Services via Equipment within County Rights-of-Way, either directly by a Licensee or indirectly through its Affiliates or by its wireless service provider customers, to customers of such Network within the County, including any imputed revenue derived from commercial trades and barters equivalent to the full retail value of goods and services provided by a Licensee. Gross Revenue shall not include: (a) sales, ad valorem, or other types of “add-on” taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or collected for federal, state, or local government; (b) non-collectable amounts due a Licensee or its Affiliates; (c) refunds or rebates; (d) non-operating revenues such as interest income or gain from the sale of an asset; (e) any payments, reimbursements or pass-throughs from any third party to a Licensee for utility charges, taxes and other pass-through expenses, or in connection with maintenance work performed or Equipment installed by a Licensee; (f) site acquisition, construction management or supervision fees related to the installation or a Licensee’s Facilities; and (g) contributions of capital by any third party to reimburse a Licensee in whole or in part for the installation of a Licensee’s Facilities.

5.02.010.210 — Information Service

“Information Service” has the same meaning as that term is defined in the 47 United States Code § 153(24).
5.02.010.220 - Laws

“Laws” means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, or orders of the County or other governmental agency having joint or several jurisdiction over the parties to a Master Wireless Use License Agreement, or Wireless Site License Agreement as such laws may be amended from time to time.

5.02.010.230 — Licensee

“Licensee” means a person who has obtained a fully executed Master Wireless Use License Agreement with the County and is eligible to apply for a Wireless Site License Agreement.

5.02.010.240 — Master Wireless Use License Agreement or MLA

“Master Wireless Use License Agreement” or “MLA” means an agreement between a person and the County that generally defines the terms and conditions which govern their relationship with respect to a Licensee’s construction, installation, and operation of Wireless Communications Facilities in the County’s Rights-of-Way or on Municipal Facilities.

5.02.010.250 — Municipal Facilities

“Municipal Facilities” means Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, traffic light poles, signage poles, or electroliers owned by the County that are located within the ROW and may refer to such facilities in the singular or plural, as appropriate to the context in which used. Municipal Facilities
do not include traffic light poles, school zone flashers or any related appurtenances.

[COUNTY: Should this term instead be titled “County Facilities”?]

5.02.010.260 - Network

“Network” means the Equipment installed or operated by a Licensee to serve its customers in the County.

5.02.010.270 - Person

"Person" means a natural person, any form of business or social organization and any other nongovernmental legal entity, including, but not limited to, the estate of a natural person, a corporation, partnership, association, trust, or unincorporated organization. The term "person" does not include a government, governmental agency, or political subdivision of a government.

5.02.010.280 — Public Improvement

"Public Improvement" means new or existing roadways and pavements, sidewalks, curbs and gutters, landscaping, street lights, foundations, poles and traffic signal conduits, water mains, sanitary and storm sewers, tunnels, subways, people movers, viaducts, bridges, underpasses, and overpasses, or other public facilities across, along, over or under any street or streets, or other such improvements which are to be used by the general public.

5.02.010.290 — Public Utilities Commission of Nevada or PUCN

"Public Utilities Commission of Nevada" or “PUCN” means the Public Utilities Commission of the State of Nevada, and its predecessors and successors.

5.02.010.300 — Right-of-Way, Rights-of-Way or ROW
"Right-of-Way" or "Rights-of-Way" or “ROW” means public property, including air space, dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, for County public Street, and public utility purposes, except as limited by any underlying grant and except public Streets predominantly used for public freeway or expressway purposes, including, without limitation, the Clark County 215 Bruce Woodbury Beltway, and except for any property owned, operated, maintained and/or administered by the Department of Aviation, including, without limitation, airport roadways, sidewalks and streetlights.

5.02.010.310 — ROW Design Districts

“ROW Design Districts” are geographic areas of the County where certain design standards and Wireless Site License Fees apply. The ROW Design Districts are identified as follows:

(A) **District 1 - Las Vegas Boulevard District —** Beginning at the intersection of Las Vegas Boulevard South and Sahara Avenue and ending at the intersection of Las Vegas Boulevard South and Sunset Road.

(B) **District 2 - Central Communication District -** Excluding the Las Vegas Boulevard District and beginning at the intersection of West Sahara Avenue and Sammy Davis Jr. Boulevard; then south on Sammy Davis Jr. Boulevard to Desert Inn Road; then west on Desert Inn Road to Valley View Boulevard; then south on Valley View Boulevard to Spring Mountain Road; then west on Spring Mountain Road to Arville Street; then south on Arville Street to West Russell
Road; then east on West Russell Road to South Valley View Boulevard; then south on South Valley View Boulevard to West Sunset Road; then east on West Sunset Road to Eastern Avenue; then north on Eastern Avenue to East Russell Road; then west on East Russell Road to Paradise Road; then north on Paradise Road continuing north on to Swenson Street and continuing north on to Joe W. Brown Drive to Sahara Avenue; then west on Sahara Avenue to the beginning point at Sammy Davis, Jr. Boulevard.

(C) **District 3 - Residential District**

The Residential District shall be the Single Family Districts established in Section 30.36.010 (1)(A) of the County Code that are outside of the Central Communication District.

(D) **District 4 - Commercial District**

The Commercial District shall be all Zoning Districts established in Section 30.36.010 of the County Code that are outside of the Central Communications District and excluding the Residential District, Rural District, Manufacturing District and Wireless Service Improvement District.

(E) **District 5 - Rural District**

Areas of the County identified as rural areas that are outside of the Central Communications District.

(F) **District 6 - Manufacturing District**

The Manufacturing District shall be all Zoning Districts established in Section 30.36.010 (3) of the County Code that are outside of the Central Communications District.
(G) **District 7 - Wireless Service Improvement District** — Areas of the County identified as experiencing a lack of or insufficient wireless coverage that are outside of the Central Communications District.

The areas in each district are inclusive of the Rights-of-Way on both sides of the streets, excluding any rights-of-way that are located within the jurisdictional boundaries of an incorporated city. The ROW Design District that is associated with a particular Municipal Facility shall be the District closest to that Municipal Facility. If the Municipal Facility is equal distance from the boundaries of two different ROW Design Districts the more restrictive District will be applicable. The lower the District number means the ROW Design District is more restrictive (i.e., District 1 is more restrictive than District 2, District 2 is more restrictive than District 3, etc.).

**5.02.010.320 - Street**

"Street" means the surface, the air space above the surface and the area below the surface of the full width of the Rights-of-Way, including sidewalks and thoroughfares, places or ways of any kind used by the public or open to the public as a matter of right for the purpose of vehicular traffic or vehicular and pedestrian traffic, except for those on property owned, operated, maintained and/or administered by the Department of Aviation.

**5.02.010.330 — Streetlight Pole**

“Streetlight Pole” shall mean any standard-design metal pole that has a mast arm for the support of a light fixture, is owned by the County, and is used for street
lighting purposes. Streetlight Pole does not include traffic signal poles, school zone flashers, or any related appurtenances, nor any pole supporting a streetlight that is made from any material other than metal.

5.02.010.330 – Telecommunications Services

“Telecommunications Services” means telecommunications services as defined in 47 U.S.C. § 153(53).

5.02.010.340 – Wireless Communication Facility or Facilities or WCF

"Wireless Communication Facility" or "Facilities" or “WCF” means antennas, transmitters, poles, pipes, wires, cables, conduits, amplifiers, instruments, equipment, and other appliances used in connection therewith or appurtenant thereto to provide Commercial Mobile Radio Services or Telecommunications Services via Equipment.

5.02.010.350 – Wireless Service Provider


5.02.010.360 – Wireless Site License Agreement or SLA

“Wireless Site License Agreement” or “SLA” means an agreement between a Licensee and the County that specifically defines the terms and conditions which govern their relationship with respect to a Licensee’s construction, installation, and operation of Wireless Communications Facilities for each specific site on third
part or Licensee owned structures, or on Municipal Facilities in the County’s Rights-of-Way or on Municipal Facilities. All of the terms and conditions of Master Wireless Use Agreements shall be incorporated by reference into each SLA executed between the parties. [COUNTY: As discussed below, we would prefer a permit be issued by County for each approved location.]

5.02.020 - Purpose.

The purpose of this Chapter of the Code is to:

(A) Establish a local policy concerning Rights-of-Way management for Wireless Communications Facilities.

(B) Permit and manage reasonable access, in a nondiscriminatory manner, to Rights-of-Way in unincorporated Clark County for Wireless Communications Facilities.

(C) Manage physical capacity of the Rights-of-Way held in public trust by the County.

(D) Recover public costs of permitting private use of County Rights-of-Way.

(E) Ensure all providers of Wireless Communications Facilities within the County comply with all ordinances, rules and regulations of the County.

5.02.030 - Business License Required.

No Master Wireless Use License Agreement will be approved until an Applicant has first obtained a Business License issued by the Director of Business License, after Application and compliance with all applicable requirements of Title 6 of the County Code. The application Nothing in this
Chapter shall require an Applicant who has an existing Business License issued by the Director of Business License to obtain an additional Business License solely for the purposes of complying with this Chapter. The Application processing fee for a Business License is as set forth in County Code Title 6. In addition to the requirements of Title 6 of this Code, an Application for a Business License by an Applicant proposing to use the County Rights-of-Way shall include:

(A) A statement setting forth all agreements and understandings existing between the Applicant and any person with respect to the Applicant’s acting as an agent or representative of another person regarding use of Rights-of-Way;

(B) For a corporation, a list of officers and directors of the Applicant;

(C) For a partnership, a list of all partners and their relative interests in the partnership;

(D) A statement of whether any of the persons listed in subsections (a), (b) and (c) of this Section has had a franchise, Rights-of-Way license or similar agreement declined, suspended or revoked, and, if so, the government agency issuing this decision, the date, time, place and reasons given; and

(E) A copy of the order and certificate of public convenience and necessity from the PUCN, if such certificate is required by the laws of the state of Nevada or, if applicable, a copy of the letter of registration from the PUCN.

5.02.040 — Master Wireless Use License Agreement Required.
No person shall be eligible to apply for a Wireless Site License Agreement to construct, install, operate, or maintain Wireless Communication Facilities in, over, or under any Rights-of-Way or on municipal property without obtaining a Master Wireless Use License Agreement granted by the County Commission. **COUNTY: We would prefer a process where a Licensee and the County**
enter into a single agreement (which can be called a MLA) that would govern the terms and conditions imposed on the installation of Wireless Communications Facilities in the Right of Way by the Licensee. Once the agreement is fully executed, the Licensee would then only be required to obtain the necessary permits issued by the County (as opposed to mutually entering into a separate SLA) for each site. The requirement to enter into a SLA for each site poses an onerous administrative burden on both the Licensee and County and does not serve any purpose that is not otherwise satisfied by the underlying agreement or the permitting process. Removing the obligation to enter into a SLA would help streamline the deployment of Wireless Communications Facilities in the ROW. We have attached a sample permit currently being used by the County under the current Verizon Wireless MLA.]

5.02.050 - Application for a Master Wireless Use License Agreement.

The following procedures will apply to all applications for new Master Wireless Use License Agreement or renewals thereof:

(A) The Applicant shall make a written request to the County Manager for a Master Wireless Use License Agreement on an application form, which may be updated from time to time, and is available at the Business License Department office.

(B) In addition to other information required by the application for a Master Wireless Use License Agreement, the Applicant will provide:

(1) A copy of all certificates or letters of registration issued by the PUCN pertaining to Applicant’s activity in the Rights-of-Way.
(2) A copy of all Clark County business licenses pertaining to Applicant’s activity in the Rights-of-Way.

(3) A list of persons known at the time of application that will be using the Applicant’s Facilities in Rights of Way to provide Wireless Communication Services.

(C) An Applicant shall pay to the County the Master Wireless Use Agreement Application Fee provided in Section 5.02.190. Failure to pay the application fees will cause the Application(s) to be deemed incomplete, and the County will not process such Application(s) until the application fees are paid. Intentionally omitted.

(D) When an Application is certified as complete by the County Manager and a Master Wireless Use License Agreement has been finalized, the MLA shall be presented before the County Commission for approval or denial. (which approval shall be granted within 90 days of the submittal of the completed Application, or 60 days of the submittal of the completed Application if the MLA only contemplates installation of Facilities on existing or replacement Municipal Facilities) or denial. An Application may only be denied in the event the Applicant is not in compliance with the requirements of this Chapter. Upon County Commission approval and full execution of a Master Wireless Use License Agreement, an Applicant is deemed to be a Licensee and is then eligible to apply for a Wireless Site License Agreement.

5.02.060 — Wireless Site License Agreement Required.
No person shall construct, install, operate, or maintain any new Wireless Communication Facilities after the effective date of this Chapter in, over, or under any Rights-of-Way or on Municipal Facilities without obtaining a Wireless Site License Agreement executed by the County. A Wireless Site License Agreement is required for each new Wireless Communication Facility after the effective date of this Chapter. Wireless Site License Agreements authorize a Licensee’s installation of a Wireless Communication Facility in the Public Rights of Way and are non-exclusive.

5.02.070 - Application for a Wireless Site License Agreement.

The following procedures will apply to all Applications for new Wireless Site License Agreement or renewals thereof:

(A) **Wireless Site License Application.** The Department of Business License shall prepare and make publicly available an application form requesting information necessary for the County to consider an application for installation of a Wireless Communication Facility on Municipal Facilities or Rights-of-Way on third party or Licensee owned structures in the Rights-of-Way, including, but not limited to, a list of persons, if known at the time of the Application, that will be using the Applicant’s or Applicant’s customer’s Facilities in Rights-of-Way to provide Wireless Communication Services.

(B) **Wireless Site License Application Fee.** Licensee shall pay to the County the Wireless Site License Application Fee listed in Section 5.02.190. Failure to pay the application fees will cause the Application(s) to be deemed incomplete,
and the County will not process such Application(s) until the Application fees are paid.

(C) **County Decision.** Upon receipt of the Application and the Wireless Site License Application Fee, County shall approve or deny the Application, including all permits required pursuant to Section 5.02.180(B) below, within 60 days if the Application involves the installation of Wireless Communication Facilities on existing Municipal Facilities or replacement Municipal Facilities, or 90 days after receipt, if the Application involves the installation of Wireless Communication Facilities on new poles (i.e., the installation of a new pole by an Applicant intended to support a Wireless Communications Facility in a location where a Municipal Facility did not previously exist) (as applicable, the “Shot Clock”). County shall have 10 days after receipt of the completed Application to notify Applicant in writing that the Application is incomplete and the supplemental information that is required in order to complete the Application, in which case, the Shot Clock shall pause and restart upon County’s receipt of the supplemental information requested by County. The Shot Clock may be further paused in the event County advises Applicant within 10 days after receipt of the supplemental information provided pursuant to the immediately preceding sentence that Applicant failed to provide all the information originally requested by County until County receives such information. If the Application is approved, the Department of Business License shall issue an SLA and County shall issue all permits required pursuant to Section 5.02.180(B) below. If the Application is denied, the Department of Business License shall notify an Applicant in writing identifying the
specific reasons why the Application is not in compliance with the MLA or, to the extent permitted under Laws, the Code. In the event County fails to approve or deny the Application within the Shot Clock, the Application shall be deemed approved.

Delivery of either the SLA and the required permits, or a denial notification as provided for in this section may be made to a Licensee Applicant by electronic methods such as e-mail to the email address referenced in the Application.

(D) **Execution by the County.** The Board of County Commissioners authorizes the Director of Business License or the Director’s designee to sign and execute SLAs on behalf of the County. [COUNTY: As discussed above, we would prefer that a permit be issued by County that does not need to be countersigned by a Licensee.]

5.02.080 — Master Wireless Use License Agreement and Wireless Site License Agreement Conditions.

A Master Wireless Use License Agreement, and any Wireless Site License Agreements executed pursuant to a valid Master Wireless Use License Agreement, shall incorporate all provisions of this Chapter of the Code.

(A) Any Master Wireless Use License Agreement granted pursuant to this Chapter, and any Wireless Site License Agreements executed pursuant to a valid Master Wireless Use License Agreement, shall be nonexclusive.

(B) All provisions of this Chapter and a Master Wireless Use License Agreement and any Wireless Site License Agreements executed pursuant to a valid Master Wireless
Use License Agreement shall be binding upon the Wireless Use Licensee, its successors, or assignees.

(C) A Master Wireless Use License Agreement and any Wireless Site License Agreements executed pursuant to a valid Master Wireless Use License Agreement shall be construed in favor of the County and no privilege or exemption shall be inferred from the granting of any Master Wireless Use License Agreement unless it is specifically mentioned in this Chapter of the Code or in the Master Wireless Use License Agreement.

(D) The granting of any Master Wireless Use License Agreement pursuant to this Chapter of the Code and any Wireless Site License Agreements executed pursuant to a valid Master Wireless Use License Agreement shall be a privilege and shall not impart to a Licensee any right of property in any Rights-of-Way. AgreementsSLAs shall be construed to have granted the nonexclusive permission and authority to use specific Rights-of-Way and Municipal Facilities as identified in an SLA and as provided in this Chapter of the Code for the construction, operation, and maintenance of Facilities underground, on the surface, or above ground. In no event shall this Chapter of the Code or any AgreementSLAs be construed to have granted permission or authority to use any facilities outside of Rights-of-Way.

(E) A Licensee shall at all times during the term of the Master Wireless Use License Agreement and any Wireless Site License Agreements executed pursuant to a valid Master Wireless Use License Agreement be subject to all lawful exercise of the police power by the County. This includes any and all ordinances, rules or
regulations which the County has lawfully adopted or may adopt, upon notice to a Licensee of at least thirty days (30) days before adoption and an opportunity for the Licensee to be heard before adoption if requested by a Licensee within fifteen (15) days after receipt of the notice, and which apply to the public generally and to the Licensee. Any conflict between the provisions of this Chapter of the Code and any other present or future lawful exercise of County police powers shall be resolved in favor of the County police powers.

(F) Any privilege claimed under this Chapter of the Code, any Master Wireless Use License Agreement, or any Wireless Site License Agreements executed pursuant to a valid Master Wireless Use License Agreement shall be equal to the privilege claimed under of any other Wireless Use License under this Chapter of the Code or Nevada Revised Statutes Chapters 709 and 711 and shall be subordinate to any other prior lawful occupancy of the Rights-of-Way.

(G) Any right or power in, or duty assigned to any officer or employee of the County by virtue of this Chapter of the Code shall be subject to transfer by the County Commission to any other officer or employee of the County.

(H) A Master Wireless Use License Agreement and any Wireless Site License Agreements executed pursuant to a valid Master Wireless Use License Agreement shall be subject to all requirements of County ordinances, rules, regulations, and specifications heretofore or hereafter enacted or established to the maximum extent allowed by law.

(I) A Licensee shall not construct, install, operate, or maintain any Wireless Communication Facility in, over, or under any County Rights-of-Way or on
Municipal Facilities without obtaining any and all necessary federal, state, and County licenses or permits.

(J) A Licensee shall maintain records and allow for audits as provided in County Code Title 6.

(K) Licensee shall be solely responsible for obtaining all additional necessary Rights-of-Way and easements, leases, licenses or approvals, either public or private, which may be necessary prior to the beginning of construction of a Wireless Communications Facility.

(L) In the County’s sole but reasonable discretion, specific units of the County’s Municipal Facilities and Rights-of-Way may be determined by the County to be necessary for the County’s exclusive existing or future use involving (i) construction, expansion, repair, relocation, or maintenance of a Street or other Public Improvement; or (ii) maintenance, upgrade, expansion, replacement, or relocation of Municipal Facilities, and will be unavailable for use by others, provided the same does not materially inhibit any Licensee from providing or improving Commercial Mobile Radio Services in a geographic area.

(M) In the event of the early termination of any SLA by the County, the County will reimburse Licensee the unused portion of the applicable Wireless Site License Fee after proration based on the number of whole months remaining until the next June 30 annual anniversary of the Wireless Site License Fee Commencement Date (as defined in Section 5.02.190(B)(3)) for the SLA for which payment was made in advance by the Licensee.
(N) Licensee shall have the right to terminate any SLA upon ninety (90) days prior written notice to the County. In the event of early termination by the Licensee, the Licensee shall not be entitled to any reimbursement of the applicable Wireless Site License Fee. Removal of the applicable Equipment following termination of an SLA by Licensee shall be completed pursuant to Subsection 5.02.180 (g) of the County Code.

5.02.090 - Conditions of Rights-of-Way and Wireless Communication Facilities Installation.

(A) To the extent consistent with Laws, a Licensee shall comply with all improvement, design, and construction guidelines and standards contained in the Design Standards in Section 5.02.100 and the improvement standards adopted in Title 30 of the Clark County Code published before the submission of an Application.

(B) Any Wireless Communication Facility in the ROW, either installed on a Municipal Facility or constructed by a Licensee or others, shall be brought into compliance with the requirements of this Chapter by December 31, 2019, except where retroactive application of new standards is prohibited by federal, state, or local law. The County shall review each installation that has been installed prior to December 1, 2018, and provide a remediation plan detailing the action needed to bring the Wireless Communication Facility into compliance. County acknowledges that a Wireless Service Provider may currently operate existing Wireless Communications Facilities on Municipal Facilities in the ROW installed prior to the effective date of this Chapter. Any such Wireless Communications Facilities
not brought into compliance by December 31, 2019, shall be removed at the Licensee’s cost and the Licensee must pay the Failure to Comply with a Remediation Plan Fee listed in Section 5.02.190. The Director of Business License may, at the Director’s sole discretion, extend the time in which the Licensee must comply and/or suspend the Remediation Plan Fee for good cause. shall continue to be governed by the approvals or agreements issued in connection with the same until the natural expiration or early termination of the applicable approvals or agreements. County agrees to expedite the Application for a new Wireless Site License Agreement for any expiring or terminating approvals or agreements. Notwithstanding the foregoing, a Wireless Service Provider shall not be required to physically bring a Wireless Communications Facility installed on a Municipal Facility prior to the effective date of this Chapter in compliance with this Chapter until a Wireless Service Provider seeks to modify the Wireless Communications Facility in a manner that requires a new Wireless Site License Agreement pursuant to Section 5.02.180(F).

(C) Prior to any work being performed within the Rights-of-Way, a Licensee shall obtain an encroachment permit pursuant to the applicable provisions of Title 30 of the County Code.

(D) When the public improvement designs prepared by a Licensee are more detailed than, or are not covered by, the standards adopted in Design Standards in Section 5.02.100 or in Title 30 of the Clark County Code, plans and specifications for construction, reconstruction, installations, and repairs of Public Improvements shall be sealed by a Nevada registered professional engineer.
(E) Except in the case of an emergency, a Licensee, who is the initiator of a project in a Street or easement upon which property within the Residential District are located and maintained, shall notify residents or property owners who are located immediately adjacent to the proposed project at least seven (7) days prior to the date that the Licensee proposes to commence construction. Such notice shall be by one of the following: (i) written notice in person, (ii) by posted notice on the Street where the proposed project is scheduled to be built (which notice is to be large enough to be clearly read by passing motorists), (iii) by door hanger, or (iv) by mail, with a description of the proposed project and the name of the Licensee together with its business phone number.

(F) All Public Improvement work performed by a Licensee in Rights-of-Way shall be inspected, completed and accepted in accordance with Design Standards in Section 5.02.100 and the improvement standards adopted in Title 30 of this Code.

(G) It is specifically declared that it is not intended by any of the provisions of any part of this Chapter of the Code to create for the public, or any member thereof, a third-party beneficiary hereunder, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Chapter of the Code. The duties, obligations, and responsibilities of the County with respect to third parties shall remain as imposed by the general law of the state of Nevada.

(H) Any inspections or subsequent approvals undertaken by the County pursuant to this Chapter of the Code are undertaken solely to ensure compliance with this Chapter of the Code and are not undertaken for the safety or other benefit of any individual or group of individuals as members of the public. Provisions in this Chapter of the
Code dealing with inspection or approval by the County do not expand the County's general law duties.

(I) In the case of damage caused by a Licensee to any Rights-of-Way, a Licensee shall at no cost or expense to the County repair, replace and restore the damaged area in accordance with current improvement standards adopted in Title 30 of this Code.

(J) **Subject to the terms of this Chapter, a MLA or a SLA, a** Licensee shall not acquire any vested right or interest in any particular Rights-of-Way location for any of its facilities constructed, operated, or maintained in any existing or proposed Rights-of-Way, even though such location was approved by the County.

(K) Whenever, in case of emergency **involving the immediate threat of harm to persons or property**, it becomes necessary to remove any of a Licensee's Facilities, no charge shall be made by a Licensee against the County for loss, damage, restoration, and repair. **However, County shall notify Licensee of the need to remove any Licensee Facility within 48 hours after discovery of the same and otherwise shall comply with any provisions regarding emergency removal of Licensee’s Facilities in Licensee’s MLA with County.**

(L) A Licensee shall place identification markers on all its Wireless Communications Facilities located in the Rights-of-Way. **County shall publish specifications for identification markers to be used in connection with Wireless Communications Facilities and identification markers that meet the specifications shall be deemed approved by County.** A Licensee shall be responsible for periodically inspecting its Wireless Communications Facilities to ensure they are tagged with approved permanent identification markers. Should the County encounter any of Licensee’s
Wireless Communications Facilities without approved permanent identification markers, the County may notify Licensee, provided that the County can identify the Facilities as belonging to Licensee. The County’s notification to the Licensee will be in writing, which may be by electronic methods, including e-mail, to the email address referenced in the Application for the applicable Facilities, and identify the Wireless Communications Facilities requiring permanent identification markers and Licensee will have one hundred twenty (120) days from receipt of notice to place such markers. The event a Licensee fails to place the permanent identification markers within the one hundred twenty (120) day period, the County, after completing reasonable due diligence, may remove a Wireless Communication Facility in the Rights-of-Way that does not have the required identification marker and is not in compliance with this Chapter or other local, state or federal regulations.

(M) Reconstruction, removal or relocation of a Licensee's Facilities to accommodate a Public Improvement shall be provided for in the following manner:

(1) The County or Las Vegas Valley Water District, Kyle Canyon Water District, Big Bend Water District or Clark County Sanitation District shall issue to a Licensee written notice of a need to reconstruct, remove, or relocate any of Licensee's Facilities which may be in conflict with an existing or proposed Public Improvement in order to accommodate the installation, maintenance, or use of the Public Improvement. Such written notice shall include project information equivalent in detail to fifty percent (50%) or more of final design for the Public Improvement. A Licensee shall,
within thirty (30) days after receiving such written notice from the County, or District as described in this paragraph, present to the Director of Public Works a notice of intent to reconstruct, remove, or relocate said facilities, and shall, within sixtwelve (612) months after receipt of written notice from the County or district, or such shorter time period as may be reasonable, reconstruct, remove, or relocate said facilities. Upon request from a Licensee identifying a recommended location for its Facilities, the Director of Public Works shall provide approval for that location or an alternate location within the Rights-of-Way for a Licensee, if space is available. County shall expedite issuance of all permits or regulatory approvals, including a Wireless Site License Agreement if applicable, needed to remove, reconstruct or relocate said Facilities, and any delay in the same shall extend the timeline in which a Licensee is required to remove, reconstruct or relocate its Facilities.

(2) Within thirtysixty (3060) days after receipt of such written notice from the County, or District as described in paragraph (M)(1) of this Section, a Licensee may present a written application and supporting documentation to the Director of Public Works for an extension of time in which to complete reconstruction, removal or relocation of its facilities. The Director of Public Works may grant additional time beyond the time period provided that the additional time requested is due to service, equipment, or material delivery constraints beyond the control and without the fault or negligence of a Licensee, or that the project described in the written notice is of such a
size that the work to be performed by a Licensee cannot be completed within the allowable time.

(3) If after the issuance of the initial written notice, the County, or District, as described in paragraph (M)(1) of this Section, makes a substantial change in the design of the public improvement project, including, but not limited to, changes in elevation, changes affecting Rights-of-Way alignment and widths of alignment, the County or District, as described in paragraph (M)(1) of this Section, shall notify a Licensee of the details of the substantial change. If a Licensee determines that such change would cause a delay in reconstruction, removal or relocation of its facilities beyond the time provided, a Licensee may, within \textit{fourteenthirty} (1430) days from receipt of notice of such change, petition the Director of Public Works for an extension of time in which to complete reconstruction, removal or relocation of facilities. If the additional time is requested due to service, equipment, or material delivery constraints beyond the control of a Licensee, or if the Public Improvement design change is of such a scope that the work to be performed by a Licensee cannot be completed within the time period allowed, the Director may grant an extension of time. If the request for extension of time is denied, a Licensee may appeal the denial to the County Manager within \textit{fourteenthirty} (1430) days from receipt of notice of denial. The decision of the County Manager shall be final.
(4) The County or District, as described in paragraph (M)(1) of this Section, shall provide a Licensee with a final design of the public improvement as soon as it becomes available.

(5) If Licensee fails to reconstruct, remove, or relocate its Facilities as required by this Section within the time period agreed upon, the County may reconstruct, remove, or relocate said Facilities and charge the cost of reconstruction, removal, or relocation to a Licensee. A Licensee shall pay to the County actual costs and expenses incurred by the County in performing any reconstruction, removal or relocation work and any storage of a Licensee’s property after removal within thirty (30) days of the date of a written demand for this payment accompanied by reasonable supporting documentation from the County. The County will not be held liable for any losses or damages due to reconstruction, removal, or relocation of such Facilities except to the extent caused by the negligence or willful misconduct of County, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in Section 5.02.250 below.

5.02.100 — ROW Design Standards for ROW Design Districts

This Section contains the purposes, bulk, and design requirements for Wireless Communication Facilities to be installed and operated in the ROW Design Districts. In addition to the standards
outlined in this Section, all development shall be subject to any applicable requirements in Title 30 of the Code.

5.02.110 — ROW Structure Types Defined

(A) **Type 1 - Exterior Installations.**

Type 1 - Exterior Installations are Wireless Communication Facilities in which the antennas, cables and lines, and radio equipment may be mounted to the exterior of a Municipal Facility or third-party structure without any concealment or stealth materials required.

(B) **Type 2 - Concealed Installations.**

Type 2 - Concealed Installations are Wireless Communication Facilities in which a Licensee is required to conceal the antennas to the extent technically feasible in a cannister manner that is designed to match the color and design of the Municipal Facility or third-party structure to which the Wireless Communication Facility is being installed.

(C) **Type 3 - Replacement Smart Poles.**

Type 3 - Replacement Smart Poles are structures required within the Central Communication District. Type 3 - Replacement Smart Poles shall be designed so that, to the extent technically feasible, substantially all of a Licensee’s Equipment, including all antennas, cables, lines, radios, and utility equipment necessary for a complete assembly to be integrated
into and located in the interior of a pole. Type 3 — Replacement Smart Poles shall be of similar architectural features and be substantially similar in appearance to the Municipal Facility being replaced or and shall include substantially similar replacement of the lighting fixtures if there are lighting fixtures installed on the existing Municipal Facility.

(D) **Type 4 - New Smart Poles.**

Type 4 - New Smart Poles are structures allowed when a Licensee is authorized to install a new structure in the Rights-of-Way. The Type 4 - New Smart Poles shall be designed for so that, to the extent technically feasible, substantially all of a Licensee’s Equipment, including all antennas, cables, lines, radios, and utility equipment necessary for a complete assembly to be are integrated into and located in the interior of a pole. Type 4 - New Smart Poles shall be of similar architectural features and be substantially similar in appearance to the Municipal Facility adjacent to the proposed Wireless Communication Facility and shall include the substantially similar lighting fixtures if (i) there are Lighting Fixtures installed on the adjacent Municipal Facility— and lighting fixtures are needed to maintain a consistent lighting pattern; and/or (ii) otherwise required for lighting purposes under the Code. A Licensee shall retain ownership of any Type 4 – New Smart Poles without lighting fixtures installed in the Right-of-Way by the Licensee. A Licensee shall transfer ownership to County of any Type 4 – New Smart Poles with lighting fixtures installed in the Right-of-Way by the Licensee in its then
existing “as is” condition, without any warranties, express or implied, and shall thereafter be deemed a Municipal Facility for the purposes of this Chapter.

(E) **Type 5—Multicarrier Smart Poles. Intentionally omitted.**

Type 5—Multicarrier Smart Poles are structures required when a Licensee is replacing an existing Municipal Facility within the Las Vegas Boulevard Design District. Type 5—Multicarrier Smart Poles shall be designed to accommodate two Licensees to shared antennas and the Equipment for the operation of a Wireless Communication Facility for two Licensees. Type 5—Multicarrier Smart Poles shall be designed for all of a Licensee’s Equipment, including all antennas, cables, lines, radios, and utility equipment necessary for a complete assembly to be integrated into and located in the interior of a pole. The mast arm and luminaire must be the same make and model as the unit(s) being replaced. Type 5—Multicarrier Smart Poles shall be of similar architectural features and be substantially similar in appearance to the Municipal Facility being replaced and shall include exact replacement of the Lighting Fixtures if there are Lighting Fixtures installed on the existing Municipal Facility.

(F) **Type 6—Strand Mounted Facilities.**

Type 6—Strand Mounted Facilities are Wireless Communication Facilities in which the antennas, cables and lines, and radio equipment are mounted
on an existing aerial cable. Type 6 — Strand Mounted Facilities shall be designed and installed to be compatible to the existing area. All lines shall be neatly trained and secured and coiling of excess fiber or other cables is not allowed. If allowed in a Design District, each Type 6 — Strand Mounted Facility shall comply with the specific design requirements included in Section 5.02.130. Type 6 — Strand Mounted installations are not required to comply with Sections 5.02.040, 5.02.050, 5.02.060, 5.02.070, 5.02.080, 5.02.180(A), 5.02.180(F), 5.02.180(G), 5.02.190, 5.02.230, 5.02.240, 5.02.260, 5.02.280, 5.02.290, and 5.02.300.

5.02.120 — GENERAL ROW DESIGN STANDARDS.
The following ROW Design Standards apply to the development of Wireless Communication Facilities in all ROW Design Districts:

(A) Use of Existing Structures.

In accordance with Section 5.02.140, Municipal Facilities are preferred over the installation of a new Municipal Facility by a Licensee. Use of unoccupied Municipal Facilities in the Rights-of-Way identified by the County in connection with a Licensee’s proposed Wireless Communications Facility is required if they are (i) the unoccupied Municipal Facility is located within a 700-foot radius (measured from Municipal Facility to Municipal Facility) from a Licensee’s proposed Wireless Communication Facility. If an existing Municipal Facility is located within a 700-foot radius from a Licensee’s proposed Wireless Communication Facility and cannot accommodate the Licensee’s proposed
installation, the Municipal Facility shall, upon the County’s approval, be
replaced and shall comply with any Design Standards in this Chapter
applicable to the ROW Design District in which the proposed Wireless
Communication Facility is located.; (ii) the unoccupied Municipal Facility
is substantially similar to the proposed location of Licensee’s Wireless
Communications Facility and does not result in an increase in costs or
impose additional technological limitations; and (iii) it does not
substantially impair the Wireless Service Provider’s ability to offer Personal
Wireless Services as compared to the proposed location of Licensee’s
Wireless Communications Facility. The County shall immediately approve
of the Wireless Service Provider’s use of such Municipal Facility when
accepted by the Licensee.

(B) Replacement of Municipal Facilities.

(1) Subject to the ROW Design Standards that apply to a specific ROW
Design District where a Licensee’s proposed Wireless Communication
Facility is located, the replacement Municipal Facilities shall be
substantially similar in appearance to the Municipal Facility being
replaced and shall include exact replacement of the substantially
similar lighting fixtures if there are lighting fixtures installed on the
existing Municipal Facility.

(2) Any Type 3 - Replacement Smart Pole, Type 5 - Multicarrier Smart
Pole, and any Municipal Facility replaced to increase the structural
capacity or other authorized reasons shall be installed at Licensee’s
sole cost. Upon completion of installation, the Licensee shall transfer ownership of a Type 3 - Replacement Smart Pole, **Type 5 - Multicarrier Smart Pole** if replacing an existing Municipal Facility, or replaced Municipal Facility to the County. Licensee(s) **in its then existing “as is” condition, without any warranties, express or implied.** A Licensee shall be responsible for the maintenance costs of a Type 3 — Replacement Smart Pole, **Type 5 - Multicarrier Smart Pole**, or replaced **installed by the Licensee or a** Municipal Facility replaced by the Licensee during the Licensee’s occupancy, except that any graffiti below 10’ in elevation as well as any light fixture shall be maintained by the County after it is installed. **[COUNTY: In the event a Type 3 – Replacement Smart Pole or a replaced Municipal Facility is knocked down or otherwise needs to be replaced, who is obligated to replace the facility? If a Licensee is required to replace the facility, will County provide guidelines on what kind of facility will be acceptable in this situation and reimburse Licensee for the cost of a standard pole?] A Licensee shall not be responsible for the maintenance costs of any other Municipal Facilities.**

(C) New Smart Poles Installed in the Rights-of-Way.

(1) When a Type 4 - New Smart Pole is authorized by this Chapter, the Type 4 - New Smart Pole shall be designed to be architecturally compatible with the surrounding Municipal Facilities and land uses
in and immediately adjacent to the ROW Design District, or otherwise integrated to blend in with existing characteristics of the site to the extent practically technically feasible.

(2) When a Type 4 - New Smart Pole is authorized by this Chapter, the Type 4 - New Smart Pole shall also comply with the ROW Design Standards that apply to the specific ROW Design District where the Licensee’s proposed Wireless Communication Facility is located.

(D) Collocation. Intentionally omitted.

Except in the Las Vegas Boulevard District, no more than one Wireless Service Provider’s Wireless Communication Facility is allowed per Municipal Facility or third-party structure located in the Rights-of-Way. In the Las Vegas Boulevard Design District, only Type 5 - Multi-Carrier Smart Poles are allowed and shall be designed to accommodate the Equipment and operation of a Wireless Communication Facility for at least two Licensees.

(E) Separation.

Except in the Wireless Performance Improvement Districts, a Wireless Service Provider shall not operate, occupy, broadcast from, or otherwise use a Licensee shall not construct or install a new, non-collocated and non-concealed Wireless Communication Facility in the Rights-of-Way that is located within a 600-foot radius of another Wireless Communication Facility that the Wireless Service Provider Licensee is operating, occupying, broadcasting from, or otherwise using in the Rights-
of-Way. In addition, each Municipal Facility that a Licensee obtains a Wireless Site License Agreement for must be located at least 600 feet measured radially from any other Municipal Facility for which the Licensee has a Site License Agreement. In the event of a violation of either requirement in this Section, the County shall have the option to terminate one or both Wireless Site License Agreements and require the Licensee to remove their Wireless Communications Facility within sixty (60) days, unless a Licensee reasonably demonstrates that a new, non-collocated and non-concealed Wireless Communication Facility within a 100-foot radius (measured from Municipal Facility to Municipal Facility) of another non-concealed Wireless Communication Facility is needed to meet the Licensee’s coverage objectives and no reasonable alternatives exist. The requirements of this Section do not apply in the Wireless Service Improvement Districtsonly apply to locations where similar spacing requirements are applied to other types of infrastructure deployments.

(F) Minimum Mounting Heights.

(1) Antennas. Any antennas allowed under this Section shall be mounted in such a manner that the bottom of the antennas will be at least 15 feet above grade.

(2) Equipment Cabinets. Any equipment cabinet allowed by this Section to be mounted to the exterior of a Municipal Facility or a third-party structure, shall be (i) mounted in such a manner that the bottom of the equipment cabinet is at least 8 feet above grade; or (ii)
integrated into the base of the Municipal Facility or third-party structure.

(G) Compliance with Special Overlay Zoning Districts.

At the extent applied to the other types of infrastructure deployments in the Right-of-Way, a Licensee shall comply with any of the requirements of Special Overlay regulations that are required by Title 30 of the Clark County Code to be imposed on adjacent properties.

5.02.130 — ROW DESIGN STANDARDS APPLYING TO SPECIFIC ROW DESIGN DISTRICTS

The following ROW Design Standards apply to the development of Wireless Communication Facilities in the specific ROW Design District listed. [COUNTY: Instead of codifying specific design standards for each district, would the County be amenable to reviewing designs on a case by case basis? If not, can County advise why Type 3 – Replacement Smart Poles are only permitted in the Las Vegas Boulevard District and the Central Communications ROW Design District?]

(A) LAS VEGAS BOULEVARD ROW DESIGN DISTRICT.

(1) Pole Type Allowed.

Type 5 — Multicarrier Smart Poles are required in the Las Vegas Boulevard Design District. Type 2 – Concealed Installations or Type 3 – Replacement Smart Poles are allowed. Type 4 - New Smart Poles are allowed only when there is no Municipal Facility or third-party structure that can reasonably accommodate a Licensee’s proposed Wireless Communication Facility.
(2) **Height Limit.**

A Type 5 – Multicarrier Smart Poles, and, if authorized, Type 4 -New Smart Pole, shall not exceed 510 feet in height over the existing Municipal Facility that is being replaced or third-party structure being replaced, or of those in the ROW that are nearest to the proposed location in the event a Type 4 – New Smart Pole is authorized.

(3) **Antennas.**

The antennas shall be completely concealed integration into the interior of a Type 5 – Multicarrier Smart Pole, concealed to the extent technically feasible, and designed to match the existing Municipal Facility or third-party structure.

(4) **Equipment.**

All radios, utilities, and other Substantially all Equipment shall be completely concealed to the extent technically feasible by integration into the interior of a Type 5 – Multicarrier Smart Pole the Municipal Facility or third-party structure.

(5) **Cables and Lines.**

All Substantially all cables and lines shall be completely concealed to the extent technically feasible by integration into the interior of A TYPE 5 – MULTICARRIER SMART POLE the Municipal Facility or third-party structure.
(B) CENTRAL COMMUNICATIONS ROW DESIGN DISTRICT.

(1) Pole Type Allowed.

Type 2 – Concealed Installations or Type 3 - Replacement Smart Poles are **required/allowed**. Type 4 - New Smart Poles are allowed only when there is no Municipal Facility or third-party structure that can **reasonably** accommodate a Licensee’s proposed Wireless Communication Facility.

(2) Height Limit.

A **Type 2 – Concealed Installations**, Type 3 - Replacement Smart Poles, and, if authorized, Type 4 - New Smart Pole, shall not exceed **510** feet over the existing Municipal Facility or third-party structure being replaced, or of those in the ROW that are nearest to the proposed location in the event a Type 4 — New Smart Pole is authorized.

(3) Antennas

The antennas shall be **completely concealed by integration into the interior of the Type 3—Replacement Smart Pole or, if authorized, the Type 4—New Smart Pole, concealed to the extent technically feasible**, and designed to match the existing Municipal Facility or third-party structure.

(4) Equipment.

**All radios, utilities, and other** **Substantially all** Equipment shall be **completely—concealed to the extent technically feasible** by
integration into the interior of the Type 3—Replacement Smart Pole or, if authorized, the Type 4—New Smart Pole Municipal Facility or third-party structure.

(5) Cables and Lines.

All substantially all cables and lines shall be completely concealed to the extent technically feasible by integration into the interior of the replacement smart pole or, if authorized, the new smart pole Municipal Facility or third-party structure.

(C) RESIDENTIAL ROW DESIGN DISTRICT.

(1) Pole Type Allowed.

Type 2—Concealed Installations are required allowed in Residential ROW Design Districts when there are existing Municipal Facilities or third-party structures present and reasonably capable of accommodating a Licensee’s proposed Wireless Communication Facility. Type 4—New Smart Poles are allowed if there are no existing Municipal Facilities or third-party structures within a 700-foot radius (or such other smaller radius as applied to other types of infrastructure deployments) from a Licensee’s proposed location of a Wireless Communications Facility location that can reasonably accommodate the proposed Wireless Communications Facility pursuant to Section 5.02.120(A) above. Type 6 — Strand
Mounted Facilities are allowed on existing cables provided that all antennas, cables, radios, and other equipment are installed in a single integrated unit designed to be cable mounted and reasonably accommodate the entire installation. Type 6 – Strand Mounted installations are not required to comply with (2) through (5) of this Subsection but must comply with the general requirements in Subsection 5.02.110(F).

(2) Height Limit.

Type 2 - Concealed Installations and, if authorized, Type 4 - New Smart Poles, shall not exceed 510 feet over the existing Municipal Facility or third-party structure being replaced, or of those in the ROW that are nearest to the proposed location in the event a Type 4 – New Smart Pole is authorized.

(3) Antennas.

All the antennas shall be enclosed in a cannister concealed to the extent technically feasible, and designed to completely conceal the antennas and match the existing design of the Municipal Facility or third-party structure. The cannister housing the antennas shall be painted to match the existing Municipal Facility or third-party structure and shall not be greater than 20 inches in diameter and 36 inches in length and shall be mounted at the center and top of the existing Municipal Facility or third-party owned structure.
(4) Equipment.

All radios, utilities, and other Equipment, except antennas, radio units otherwise concealed, cables, and lines, shall be placed in a single cabinet mounted to the Municipal Facilities or third-party owned structures. The single cabinet shall not extend beyond 30 inches from the Municipal Facility or third-party structure and the dimensions shall not exceed a length of 60 inches, a width of 24 inches, and a depth of 24 inches. The single cabinet shall be painted to match the existing Municipal Facility or third-party structure.

(5) Cables and Lines.

All cables and lines exteriorly installed, including any utility lines and cables, shall be placed in one single conduit in compliance with the Code that shall not exceed 3 inches in diameter and shall be flush mounted to the Municipal Facility or third-party structure. The single conduit shall be painted to match the existing Municipal Facility or third-party structure.

(D) COMMERCIAL ROW DESIGN DISTRICT.

(1) Pole Type Allowed.

Type 2 - Concealed Installations are required in Commercial ROW Design Districts when there are existing Municipal Facilities or third-party structures present and reasonably capable of accommodating a Licensee’s proposed Wireless Communication Facility. Type 4 - New Smart Poles are allowed if there are no
existing Municipal Facilities or third-party structures within a 700-foot radius from a Licensee’s proposed location of a Wireless Communications Facility location that can reasonably accommodate the proposed Wireless Communications Facility pursuant to Section 5.02.120(A) above. Type 6—Strand Mounted Facilities are allowed on existing cables provided that all antennas, cables, radios, and other equipment are enclosed by a single shroud. Type 6—installed in a single integrated unit designed to be cable mounted and reasonably accommodate the entire installation. Type 6—Strand Mounted installations are not required to comply with (2) through (5) of this Subsection but must comply with the general requirements in Subsection 5.02.110(F).

(2) Height Limit.

A Type 2 - Concealed Installations and, if authorized, Type 4 - New Smart Poles, shall not exceed $10$ feet over the existing Municipal Facility or third-party structure being replaced, or of those in the ROW that are nearest to the proposed location in the event a Type 4—New Smart Pole is authorized.

(3) Antennas.
The antennas shall be installed in a cannister concealed to the extent technically feasible, and designed to completely conceal the antennas and match the existing design of the Municipal Facility or third-party structure. The cannister housing the antennas shall be painted to match the existing Municipal Facility or third-party structure and shall not be greater than 20 inches in diameter and 36 inches in length and shall be mounted at the center and top of the existing Municipal Facility or third-party structure.

(4) Equipment.

All radios, utilities, and other Equipment, except antennas, radio units otherwise concealed, cables, and lines, shall be placed in a single cabinet mounted to the Municipal Facilities or third-party owned structures. The single cabinet shall not extend beyond 30 inches from the Municipal Facility or third-party structure and the dimensions shall not exceed a length of 60 inches, a width of 24 inches, and a depth of 24 inches. The single cabinet shall be painted to match the existing Municipal Facility or third-party structure.

(5) Cables and Lines.

All cables and lines exteriorly installed, including any utility lines and cables, shall be placed in one single conduit in compliance with the Code that shall not exceed 3 inches in diameter and shall be flush mounted to the Municipal Facility or third-party
structure. The lines and cables shall be painted to match the existing Municipal Facility or third-party structure.

(E) **RURAL ROW DESIGN DISTRICT.**

(1) **Pole Type Allowed.**

Type 1 - Exterior Installations are required and Type 2 – Concealed Installations are allowed in a Rural ROW Design Districts when there are existing Municipal Facilities or third-party structures are present that can reasonably accommodate a Licensee’s proposed Wireless Communication Facility. Type 4 - New Smart Poles are allowed if there are no existing Municipal Facilities or third-party structures within a 700-foot radius (or such other smaller radius as applied to other types of infrastructure deployments) from a Licensee’s proposed location of a Wireless Communications Facility location that can reasonably accommodate the proposed Wireless Communications Facility pursuant to Section 5.02.120(A) above. Type 6 – Strand Mounted Facilities are allowed on existing cables provided that all antennas, cables, radios, and other equipment are enclosed by a single shroud. Type 6 – installed in a single integrated unit designed to be cable mounted and reasonably accommodate the entire installation. Type 6 – Strand Mounted installations are not required to comply with (2) through (5) of this Subsection but must comply with the general requirements in Subsection 5.02.110(F).
(2) Height Limit.

Type 1 - Exterior Installations and, if authorized, Type 4 - New Smart Poles, shall not exceed 10 feet over the existing Municipal Facility or third-party structure being replaced, or of those in the ROW that are nearest to the proposed location in the event a Type 4 – New Smart Pole is authorized.

(3) Antennas.

The antennas shall be flush mounted and not extend beyond 6 inches from a Municipal Facility or third-party structure and shall not exceed 36 inches in length, 12 inches in width, and 8 inches in depth.

(4) Equipment.

All radios, utilities, and other Equipment, except antennas, radio units otherwise concealed, cables, and lines, shall be placed in a single cabinet mounted to the Municipal Facilities or third-party owned structures. The single cabinet shall not extend beyond 30 inches from the Municipal Facility or third-party structure and the dimensions shall not exceed a length of 60 inches, a width of 24 inches, and a depth of 24 inches. The single cabinet shall be painted to match the existing Municipal Facility or third-party structure.

(5) Cables and Lines.

All cables and lines exteriorly installed, including any utility lines and cables, shall be placed in one single conduit in compliance with the Code that shall not exceed 3 inches in diameter.
and shall be flush mounted to the Municipal Facility or third-party structure. The single conduit(s) shall be painted to match the existing Municipal Facility or third-party structure.

(F) MANUFACTURING ROW DESIGN DISTRICT.

(1) Pole Type Allowed.

Type 1 - Exterior Installations are required and Type 2 – Concealed Installations are allowed in Manufacturing ROW Design Districts when there are existing Municipal Facilities or third-party structures are present that can reasonably accommodate a Licensee’s proposed Wireless Communication Facility. Type 4 - New Smart Poles are allowed if there are no existing Municipal Facilities or third-party structures within a 700-foot radius (or such other smaller radius as applied to other types of infrastructure deployments) from a Licensee’s proposed location of a Wireless Communications Facility location that can reasonably accommodate the proposed Wireless Communications Facility pursuant to Section 5.02.120(A) above. Type 6 – Strand Mounted Facilities are allowed on existing cables. Type 6 – Strand Mounted installations are not required to comply with (2) through (5) of this Subsection but must comply with the general requirements in Subsection 5.02.110(F).

(2) Height Limit.
For Type 1 - Exterior Installations and, if authorized, Type 4-New Smart Poles, shall not exceed 510 feet over the existing Municipal Facility or third-party structure being replaced, or of those in the ROW that are nearest to the proposed location in the event a Type 4 New Smart Pole is authorized.

(3) Antennas.

The antennas shall be flush mounted and not extend beyond 6 inches from a Municipal Facility or third-party structure and shall not exceed 36 inches in length, 12 inches in width, and 8 inches in depth.

(4) Equipment.

All radios, utilities, and other Equipment, except antennas, radio units otherwise concealed, cables, and lines, shall be placed in a single cabinet mounted to the Municipal Facilities or third-party owned structures. The single cabinet shall not extend beyond 30 inches from the Municipal Facility or third-party structure and the dimensions shall not exceed a length of 60 inches, a width of 24 inches, and a depth of 24 inches.

(5) Cables and Lines.

All cables and lines exteriorly installed, including any utility lines and cables, shall be placed in one single conduit in compliance with the Code that shall not exceed 3 inches in diameter and shall be flush mounted to the Municipal Facility or third-party
structure. The lines and cables shall be painted to match the existing Municipal Facility or third-party structure.

(G) WIRELESS SERVICE IMPROVEMENT ROW DESIGN DISTRICTS.

(1) Pole Type Allowed.

Type 1-Exterior Installations are required and Type 2 – Concealed Installations are allowed in Wireless Service Improvement ROW Design Districts when there are existing Municipal Facilities or third-party structures present that can reasonably accommodate a Licensee’s proposed Wireless Communication Facility. Type 4-New Smart Poles are allowed if there are no existing Municipal Facilities or third-party structures within a 700100-foot radius (or such other smaller radius as applied to other types of infrastructure deployments) from a Licensee’s proposed location of a Wireless Communications Facility location that can reasonably accommodate the proposed Wireless Communications Facility pursuant to Section 5.02.120(A) above. Type 6—Strand Mounted Facilities are allowed on existing cables and shall comply with the general requirements of Subsection 5.02.110(F).

(2) Height Limit.

A Type 1 - Exterior Installations and, if authorized, Type 4 - New Smart Poles, shall not exceed 10 feet over the existing municipal facility or third-party structure being replaced, or of those in the row
that are nearest to the proposed location in the event a Type 4 —_— New Smart Pole is authorized.

(3) **Antennas**

The antennas shall be flush mounted and not extend beyond 6 inches from a Municipal Facility or third-party structure and shall not exceed 36 inches in length, 12 inches in width, and 8 inches in depth.

(4) **Equipment.**

All radios, utilities, and other Equipment, except antennas, **radio units otherwise concealed,** lines, and cables, shall be placed in a single cabinet mounted to the Municipal Facilities or third-party owned structures. The single cabinet shall not extend beyond 30 inches from the Municipal Facility or third-party structure and the dimensions shall not exceed a length of 60 inches, a width of 24 inches, and a depth of 24 inches.

(5) **Cables and Lines.**

All cables and lines exteriorly installed, including any utility lines and cables, shall be placed in **one—single—conduitconduits in compliance with the Code** that shall not exceed 3 inches in diameter and shall be flush mounted to the Municipal Facility or third-party structure. The lines and cables shall be painted to match the existing Municipal Facility or third-party structure.
5.02.140 - Preference for Municipal Facilities

In any situation where a Licensee has a choice of (1) installing a new structure in the ROW, and (2) attaching its Equipment to either existing Municipal Facilities or third-party-owned property in the ROW, it is the County’s preference that a Licensee attach its Equipment to the Municipal Facilities, provided that: (a) such Municipal Facilities are at least equally functionally suitable for the operation of the Network, and (b) the Use Fee and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to a Licensee of attaching to the alternative existing Municipal Facilities or third-party-owned property. Nothing herein shall require a Licensee to install its Equipment to a Municipal Facility in lieu of property in the ROW owned by a third party, the Licensee or an Affiliate of Licensee. If no suitable Municipal Facilities or third-party-owned structures, or property owned by Licensee or an Affiliate of Licensee are functionally suitable within seven one hundred (700100) feet from the proposed Wireless Communications Facility, a Licensee may, at its sole cost and expense, install a new structure in the Right-of-Way as part of the Licensee’s Wireless Communications Facility. A new structure proposed by a Licensee shall be subject to the application procedure in Section 5.02.070. In lieu of fees for encroachment permits under Chapter 30.32 of the County Code, Licensee shall pay all of the applicable fees in Section 5.02.190, which shall be calculated in the same manner and amounts as if the Licensee was locating its Wireless Communications Facility on a Municipal Facility at the proposed location.5.02.190. In addition, any new structure proposed by a Licensee must comply with all standards and specifications contained in Section 5.02.100.
5.02.150 - Interference.

(A) **No Interference with Rights-Of-Way and Its Uses.** A Licensee in the performance and exercise of its rights and obligations under a Master Wireless Use License Agreement shall not interfere in any manner with the existence and operation of any and all public and private Rights-of-Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities, electroliers, cable television, location monitoring services, public safety and other telecommunications, or utility, if the installation predates the execution of a Licensee’s Wireless Site License Agreement for such Municipal Facility, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws, MLA, or this Code. Upon detection of such interference not affecting any public safety equipment such as police, fire department and 911 dispatches, the County shall give a Licensee written notice of suspected interference. A Licensee shall be given seventy-two (72) hours after receipt of notice to investigate and confirm said interference, and if Licensee confirms it is the cause of said interference, then cease said interference.

All operations by a Licensee shall be in compliance with all FCC requirements.

(B) **Interference with the Operations of Public Safety Equipment Prohibited.** Any of a Licensee's equipment installed pursuant to this Code must accept any interference caused by and may not cause any interference to the operation of any public safety equipment such as police, fire department and 911 dispatches. If any such interference occurs, a Licensee shall immediately investigate and confirm said interference.
interference, and if Licensee confirms it is the cause of said interference, then cease operation of the Wireless Communications Facility upon notification of interfering Equipment and not operate the Wireless Communications Facility interfering Equipment until the interference is resolved. In the event the County’s public safety equipment is deemed to interfere with a Licensee’s ability to operate the Wireless Communications Facility, then a Licensee may terminate the Wireless Site License Agreement without penalty.

(C) **County Interference.** County reserves the right, but not the obligation, to maintain and operate its Municipal Facilities in such reasonable manner as will best enable County to fulfill its own service requirements or obligations. However, County agrees that County and/or any other tenants, licensees, or users of the Rights-of-Way who currently have or in the future take possession of space within the Rights-of-Way will be permitted to install only such equipment that is of the type and frequency that will not cause interference to the then existing Equipment of Licensee, consistent with the applicable FCC rules in place at such time, and will not interfere with Licensee’s use. County shall be given seventy-two (72) hours after receipt of notice to investigate and confirm said interference, and if County confirms it is the cause of said interference, then cease said interference.

**5.02.160 - Compliance with Laws.**
A Licensee and County shall comply with all applicable Laws in the exercise and performance of its rights and obligations under its Master Wireless Use License Agreement and this Chapter of the Code, including State and Federal Laws.

5.02.170 - No Authorization to Provide Other Services; Ownership; Access to Rights-of-Way; Cost of Construction.

A Licensee represents, warrants and covenants that its Equipment installed pursuant to its Master Wireless Use License Agreement or this Chapter of the Code, will be utilized solely for providing a Network to enable the provision of the Telecommunications Services identified herein and any Information Services that may be provided over the Network, and a Licensee is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein. All Equipment shall be owned by a Licensee, except that by agreement with a Licensee, a third-party wireless carrier customer of a Licensee (“Carrier”) may own the radios, antenna arrays and related cabling without County’s consent. A Master Wireless Use License Agreement authorizes a Licensee, or its designated agent with prior notification to the County, and no other person, to mount, operate, manage and maintain Equipment in the ROW. A Master Wireless Use License Agreement with a Licensee does not authorize a Carrier to enter or access the ROW or to mount, operate, manage or maintain Equipment: (a) on Municipal Facilities, (b) on poles owned by third parties or (c) on poles owned by a Licensee, unless such Carrier also has a Master Wireless Use License Agreement with County or all work performed in the Right of Way is done by a Licensee. All construction, maintenance, and other activities relating in any way to the construction, installation, repair, maintenance, operation, service, replacement, removal or otherwise relating to the Equipment must be performed by a Licensee (or its contractors or agents) entirely at a
Licensee’s expense. This includes without limitation any restoration of affected County or third-party improvements to their condition before a Licensee attached its Equipment, reasonable wear and tear and casualty damage excepted. Examples of restoration include landscaping and repainting of a pole where welding or strapping may have occurred.

5.02.180 Construction.

A Licensee shall comply with all applicable federal, State, and County technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of a Licensee’s Equipment installed in the ROW and on Municipal Facilities in the County.

(A) Commencement of Installation and Operation. Licensee shall complete construction and begin operation of a Wireless Communication Facility licensed by an SLA within nine one (91) months of the date of full execution of the SLA, subject to delays in obtaining all permits, regulatory approvals or power and fiber required for the Wireless Communications Facility. An SLA may, at the sole but reasonable discretion of the Director of Business License, be cancelled or otherwise revoked if the Wireless Communication Site licensed by the SLA has not Commenced Operations within one (1) year after the date of full execution of the SLA (subject to the aforementioned delays).

(B) Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW shall require permits from the Department of Public Works and any other agency or department as applicable. A Licensee shall apply for the appropriate permits and, subject to Section 5.02.190(E) below, pay any standard...

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and customary permit fees. County shall respond within a reasonable time to a Licensee’s requests for permits and approve or deny such permits within the timeframes provided in Section 5.02.070(C) above and shall otherwise cooperate with a Licensee in facilitating the deployment of the Network in the ROW in a reasonable and timely manner. Permit conditions may include, without limitation: (a) approval by the County of traffic control plans prepared by a Licensee for a Licensee’s work in the County’s ROW, (b) approval by the Nevada Department of Transportation (NDOT) of traffic control plans prepared by a Licensee for a Licensee’s work within ROW controlled by NDOT, and (c) adherence to time restrictions for work in streets as specified by the County and/or NDOT.

(C) Relocation and Displacement of Equipment. By executing an MLA, a Licensee understands and acknowledges that County may require a Licensee to relocate one or more of its Wireless Communication Facilities. A Licensee shall, at the County’s direction, upon sixty-one hundred eighty (180) days’ prior written notice to a Licensee (or with less notice that is reasonable in the event of an emergency involving the immediate threat of harm to persons or property) relocate such Wireless Communication Facilities at a Licensee’s sole cost and expense whenever County reasonably determines that the relocation is needed for any of the following purposes:

(1) if required for the construction, modification, completion, repair, relocation, or maintenance of a County or other public agency project other than a project covered by Subsection 5.02.090 (M);
(2) because Wireless Communication Facilities are interfering with or adversely affecting proper operation of County owned Streetlight Poles, traffic signals, communications, or other Municipal Facilities;

(3) to protect or preserve the public health or safety; or

(4) the Wireless Communications Facilities are not in compliance with this Chapter of the Code or any other applicable and lawfully enacted local, state, or federal regulation. In any such case, County shall use reasonable efforts to afford a Licensee a reasonably equivalent alternate location and expedite issuance of all permits or regulatory approvals, including a Wireless Site License Agreement if applicable, needed to relocate said Facilities, and any delay in the same shall extend the timeline in which a Licensee is required to relocate its Facilities. If a Licensee shall fail to relocate any Equipment as requested by the County within a reasonable time under the circumstances in accordance with the foregoing provision this Section, County shall be entitled to remove or relocate the Wireless Communication Facilities at a Licensee’s sole cost and expense, without further notice to a Licensee. A Licensee shall pay to the County actual costs and expenses incurred by the County in performing any removal work and any storage of a Licensee’s property after removal within thirty (30) days of the date of a written demand for this payment accompanied by reasonable supporting documentation from the County. To the extent the County has actual knowledge thereof, the Department of Public Works will inform a Licensee within a reasonable time of the
displacement or removal of any Municipal Facilities on which any Equipment is located. If the Municipal Facility is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the County will have no obligation to repair or replace such Municipal Facility for the use of a Licensee’s Equipment. A Licensee shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to Subsection 5.02.180(h) below and may choose to replace such Municipal Facilities pursuant to the provisions of Subsection 5.02.090(i) above.

(D) **Relocations at a Licensee’s Request.** In the event a Licensee desires to relocate any Equipment from one Municipal Facility to another, a Licensee shall so advise the County. The County will use reasonable efforts to accommodate a Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Code.

(E) **Damages Caused by a Licensee.** A Licensee shall, at its sole cost and expense and to the reasonable satisfaction of the County: (a) remove, repair or replace any of its Equipment that is damaged, becomes detached or has not been used for a Network enabling the provision of Telecommunications Services after the initial installation of the Equipment for a consecutive period of more than ninety (90) hundred eighty (180) days or the period provided in Licensee’s MLA with County, whichever is longer; and/or (b) repair any damage to ROW, Municipal Facilities or property, whether public or private, caused by a Licensee, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Equipment within sixty (60) days after notice or the period provided in
Licensee’s MLA with County, whichever is longer. If a Licensee does not remove, repair or replace such damage to its Equipment or to the ROW, Municipal Facilities or other property with the timeframes above, the County shall have the option, upon thirty (30) days’ prior written notice to a Licensee, remove or cause to be removed the Equipment on behalf of a Licensee and shall charge a Licensee for the actual costs incurred by the County. If such damage causes a public health or safety emergency, as determined by the County, the County may immediately perform reasonable and necessary repair or removal work (but not any technical work on a Licensee’s Equipment) on behalf of a Licensee and will notify a Licensee as soon as practicable, provided County and a Licensee comply with the provisions regarding emergency removal of Licensee’s Facilities in Licensee’s MLA with County. Upon the receipt of a written demand for payment by the County accompanied by reasonable supporting documentation, a Licensee shall within thirty (30) days of such receipt reimburse the County for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of an MLA or SLA.

(F) Change in Equipment. If a Licensee proposes to install Equipment which is different in any material way from the pre-approved configurations and Equipment specifications, then a Licensee shall submit a new application for a Wireless Site License Agreement that details the proposed modifications using the same process detailed above in Section 5.02.070. If the new application for a Wireless Site License Agreement is approved, an amended Wireless Site License Agreement shall be issued and executed in accordance with this Chapter.
Notwithstanding the foregoing, County’s approval for modifications shall not be required (and no Application will be required to be submitted) in connection with routine maintenance or modifications that consist of upgrades or replacements of (i) “like-kind” Equipment which is substantially similar (or smaller in size) in appearance, dimensions, and weight, or (ii) Equipment which is wholly contained within a Licensee’s equipment cabinets.

(G) **Removal of Equipment.** Upon the expiration or earlier termination of an MLA, a Licensee shall promptly, safely and carefully remove the Equipment from all Municipal Facilities and ROW within sixty (60) days. Upon the expiration or earlier termination of an SLA, a Licensee shall promptly, safely and carefully remove the Equipment from the Municipal Facilities installed pursuant to that SLA within sixty (60) days. Such obligation of a Licensee shall survive the expiration or earlier termination of an MLA or SLA. **[COUNTY: What is the proposed length of the terms of the MLA and the SLA?]** If a Licensee fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the County, upon written notice to a Licensee, shall have the right at the County’s sole election, but not the obligation, to perform this removal work and charge a Licensee for the actual costs and expenses, including, without limitation, reasonable administrative costs. A Licensee shall pay to the County actual costs and expenses incurred by the County in performing any removal work and any storage of a Licensee’s property after removal within thirty (30) days of the date of a written demand for this payment from the County. **[accompanied by reasonable supporting documentation.]** After the County receives the
reimbursement payment from a Licensee for the removal work performed by the County, the County shall promptly make available to a Licensee the property belonging to a Licensee and removed by the County pursuant to this Section at no liability to the County. If the County does not receive reimbursement payment from a Licensee within such thirty (30) days, or if County does not elect to remove such items at the County’s cost after a Licensee’s failure to so remove prior to sixty (60) days subsequent to the issuance of notice pursuant to this Section, or if a Licensee does not remove a Licensee’s property within thirty (30) days of such property having been made available by the County after a Licensee’s payment of removal reimbursement as described above, any items of a Licensee’s property remaining on or about the ROW, Municipal Facilities, or stored by the County after the County’s removal thereof may, at the County’s option, be deemed abandoned and the County may dispose of such property in any manner by Law. Alternatively, the County may elect to take title to abandoned property, provided that a Licensee shall submit to the County an instrument reasonably satisfactory to the County transferring to the County the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of an MLA or SLA.

(H) **Risk of Loss.** A Licensee bears all risks of loss or damage or relocation or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to an SLA from any cause, and the County shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the County’s removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence
of the County, including, without limitation, each of its elected officials, department
directors, managers, officers, agents, employees, and contractors, subject to the
limitation of liability provided in Section 5.02.250 below. **Nothing herein shall
prohibit a Licensee from pursuing a claim against a third party that causes any
damage to its Equipment installed in the ROW or on Municipal Facilities.**

(I) **Access.** Prior to a Licensee accessing its Equipment for non-
except in the event of an emergency - purposes, Licensee shall provide telephonic notice to the Public Works Department at (702) 455-6000 or through other means as directed by the Public Works Department. Licensee shall comply with the terms of the applicable annual maintenance permit when accessing its Equipment. In the event of an emergency (e.g. an actual Equipment outage is occurring), a Licensee will, if time permits, attempt to provide prior telephonic notice to the Public Works Department. In the event a Licensee is unable to provide such notice, a Licensee will notify the Public Works Department within two (2) business days following the access.

(J) **Workmanlike Manner.** A Licensee shall be responsible for doing all work in a good and workmanlike manner and must not adversely affect the structural integrity of the Municipal Facilities or other facilities or other users’ facilities or equipment in the installation and maintenance of its Wireless Communication Facilities.

**5.02.190 - Compensation.**

A Licensee shall be solely responsible for the payment of all lawful fees in connection with a Licensee’s performance under its MLA or SLAs, **including those set forth below:**
(A) Use Fee. In order to compensate the County for a Licensee’s entry upon and deployment of Equipment within the ROW or on any Municipal Facilities, a Licensee shall pay to the County, on a quarterly basis, an amount equal to five percent (5%) of Gross Revenues (the “Use Fee”) collected during each calendar quarter of each year, unless a Licensee is licensed pursuant to Chapter 6.13 of the Code and is remitting fees as a provider of Personal Wireless Services. A Licensee shall make any payment of the Use Fee that may be due and owing within forty-five (45) days after each calendar quarter of each year. Within forty-five (45) days after the termination of the MLA, the Use Fee shall be paid for the period elapsing since the end of the last quarter period for which the Use Fee has been paid and for any past due amounts. Along with each payment of the Use Fee, Licensee shall furnish to the County a statement, executed by an authorized officer of a Licensee or his or her designee, showing the amount of Gross Revenues for the period covered by the payment. If a Licensee discovers any error in the amount of compensation due, the County shall be paid within thirty (30) days of discovery of the error or determination of the correct amount. Any overpayment to the County through error or otherwise shall be refunded or offset against the next payment due. Acceptance by the County of any payment of the Use Fee shall not be deemed to be a waiver by the County of any breach of an MLA occurring prior thereto, nor shall the acceptance by the County of any such payments preclude the County from later establishing that a larger amount was actually due or from collecting any balance due to the County. **Intentionally omitted.**
(B) **Wireless Site License Fees.** In addition to the Use Fee required in Section 5.02.190(a), a Licensee shall pay, on a quarterly basis, a Wireless Site License Fee **in the amount of $270** for each Wireless Communication Facility contained in a Wireless Site License Agreement.

1. **Determination of Wireless Site License Fee.** The amount of each Wireless Site License Fee is determined by the ROW Design District in which it is located. The ROW Design District for each Wireless Communications Facility will be clearly identified in each Wireless Site License Agreement.

2. **Wireless Site License Fee Due for Each ROW Design District.** The quarterly amount due for each Wireless Communication Facility located in each ROW Design District, as follows:

   (a) Las Vegas Boulevard District: Nine Hundred Ninety Dollars ($990).

   (b) Central Communications District: Nine Hundred Ninety Dollars ($990).

   (c) Residential District: Six Hundred Twenty-Five Dollars ($625).

   (d) Commercial District: Six Hundred Twenty-Five Dollars ($625).

   (e) Rural District: One Hundred Seventy-Five Dollars ($175).

   (f) Manufacturing District: Six Hundred Twenty-Five Dollars ($625).
(g) Wireless Service Improvement District: One Hundred Seventy-Five Dollars ($175).

(3) Commencement of Wireless Site License Fees. The Wireless Site License Fee Commencement Date shall be the earlier of first day of the month following the start of installation of Licensee’s Wireless Communication Facility contained in a Wireless Site License Agreement or one hundred and eighty (180) days after both parties have signed the Wireless Site License Agreement.

(42) Initial Quarterly Annual Fee. The first quarterly annual Wireless Site License Fee shall be paid ninety (90) days following the Wireless Site License Fee Commencement Date as determined in Section 5.02.190(B)(31) above. Subsequent quarterly fees shall be due the first day of each calendar quarter annual. Wireless Site License Fees shall be due on or before the annual anniversary of the Wireless Site License Fee Commencement Date.

(5) Annual Fee Adjustment. Effective on July 1, 2019, and continuing annually thereafter, the Wireless Site License Fee shall be increased by an amount equal to three percent (3%) of the Wireless Site License Fee for the immediately preceding year, rounded to the nearest whole dollar.

(6) Electric Power Fee. The Wireless Site License Fee is inclusive of any charges for the use of the County’s electric power, up to 225
maximum watts for each equipment or device as identified by the plate rating.

(C) **Business License Fee.** The Use Fee in this Section includes any business license fee based on Gross Revenues pursuant to the applicable business licensing provisions of County Code Title 6. *Intentionally omitted.*

(D) **Wireless Master Use License Agreement Application Fee.** The Master Wireless Use License Agreement Application Fee due shall be One Thousand Dollars ($1,000) for each application. *Intentionally omitted.*

(E) **Wireless Site License Application Fee.** The Wireless Site License Application Fee due for each Wireless Site License Application shall be Two Hundred Fifty Dollars ($250). For each Application involving the installation of Licensee’s Facilities on existing or replacement Municipal Facilities, County may charge a one-time, collective non-recurring fee of up to $500 for the Application and all permits or regulatory approvals required for the installation for up to five Wireless Communication Facilities, with an additional $100 for each Wireless Communications Facility beyond five. For each Application involving the installation of Licensee’s Facilities on new Municipal Facilities installed by a Licensee (i.e., the installation of a new pole by Licensee intended to support a Wireless Communications Facility in a location where a Municipal Facility did not previously exist), County may charge a one-time, collective non-recurring fee of up to $1,000 for the Application and all permits or regulatory approvals required for the installation for each new Municipal Facility.
Work Performed by County on Behalf of a Licensee. All work performed by the County when a Licensee fails to perform said work in a timely manner, as required by this Code or the provisions of an MLA or SLA, may be subject to an additional twenty-five percent (25%) administrative fee of the actual costs of the work performed by the County.

Annual Inspection Fee: The Annual Inspection Fee shall be Five Hundred Dollars ($500) per Wireless Communication Facility inspected. Intentionally omitted.

Unauthorized Equipment Fee: UpIn the event Licensee fails to comply with Section 5.02.240 below, County may assess up to a Thousand Dollars ($1,000) may be assessed per unauthorized Equipment unit that was not authorized by the designated SLA.

Unauthorized Wireless Communication Facility Fee: UpIn the event Licensee fails to comply with Section 5.02.240 below, County may assess up to a Thousand Dollars ($1,000) may be assessed per unauthorized Wireless Facility that was installed without a valid, fully executed SLA.

Failure to Comply with a Remediation Plan Fee: As provided in Section 5.02.090(b), a Licensee shall pay the County Five Hundred Dollars ($500) for every thirty (30) days that it fails to comply with a Remediation Plan within the prescribed timeframe.

5.02.200 — Incentive Agreements.
The Director of Business License is authorized to negotiate agreements (“Incentive Agreements”) with Licensees to incentivize the development of Wireless Communication Facilities in a manner which is in the County’s public interest or in locations determined by the County, in the County’s sole but reasonable discretion, to be an area that is underserved or lacking dependable and consistent radio and wireless services for use by the public. The incentive agreements negotiated and executed pursuant to this Section may alter the compensation and fees contained in Section 5.02.190 as specified in the MLA.

5.02.210 - Payment.

All fees due under the provisions of this Chapter, a Master Wireless Use License Agreement, or Wireless Site License Agreements, including, but not limited to, the Wireless Site License Application Fees, and the Wireless Site License Fees, and the Use Fees shall be paid electronically or by check made payable to the Department of Business License and mailed or delivered to the Director of Business License. Each payment, either electronically or manually tendered, shall include a description of the reason for the payment. Any payment made for a specific site shall include the County’s identification name and number for that site. The place and time of payment may be changed at any time by County upon thirty-sixty (360) days’ written notice to a Licensee. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt by the County’s Director of Business License. A Licensee assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

5.02.220 - Delinquent Payment.
If a Licensee fails to pay any amounts due pursuant to the provisions of this Chapter, a Master Wireless Use License Agreement, or Wireless Site License Agreements within forty-five (45) days from the written notice that such amounts are past due-date, a Licensee will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due for each month and/or fraction thereof during which the payment is due and unpaid. The remedy provisions set forth in this Section are not exclusive, and do not preclude the County Manager or designee from pursuing any other or additional remedy if payments become overdue by more than sixty (60) days.

5.02.230 - Annual Inspection.

The County will at intervals of not more often than once every year, unless there is a reasonable basis for additional inspections, perform inspections of any of Licensee’s Wireless Communications Facilities licensed under an SLA for the purpose of verifying that Licensee’s installation that is installed is the installation approved in the SLA. Such inspections shall be made by the County or its designated contractor, and shall be at the cost of Licensee at the rate prescribed in Subsection 5.02.190(g). If Wireless Communications Facilities are found to be in noncompliance, the provisions of Section 5.02.240 shall apply.

5.02.240 - Unauthorized Wireless Communications Facilities and Equipment.

If, during the term of a Licensee’s Master Wireless Use License Agreement, the County discovers unauthorized Wireless Communications Facilities or Equipment (i.e., not authorized at the time of
installation) placed on or within Municipal Facilities attributable to a Licensee, the fees listed in Section 5.02.190 may be assessed and the procedures listed below will be followed.

(A) **Notice.** The County shall provide specific written notice of each violation discovered.

(B) **Back Wireless Site License Fee and Penalties.** Licensee shall pay back Wireless Site License Fees for all unauthorized Wireless Communications Facilities or Equipment for a period of one (1) year, or since the date of the last inventory of a Licensee’s Wireless Communications Facilities or Equipment (whichever period is shortest), at the Wireless Site License Fees in effect during such periods. If Licensee is found to have: (a) repeated instances of unauthorized Wireless Communications Facilities or Equipment demonstrating a deliberate or consistent pattern of unauthorized Wireless Communications Facilities or Equipment; or (b) a significant number of poles (comprising 5% or more of Licensee’s total operating sites licensed in accordance with this Chapter) with unauthorized attachments, Licensee shall be considered to be in material breach and such unauthorized attachments shall constitute an event of default pursuant to Section 5.02.280, which shall be due within ninety (90) days after Licensee’s receipt of notice indicating that the installation was not authorized and the installation was performed by the Licensee. Notwithstanding the foregoing, Licensee may refute that any Wireless Facility installation was unauthorized or performed by Licensee upon written notice to County within the ninety (90) day period, in which case, the ninety (90) day period shall be tolled and the County and Licensee shall cooperate in good faith in resolving the discrepancy.
(C) **Application Required.** Unless Licensee refutes that any unauthorized Wireless Communications Facilities were installed, Licensee shall submit a new SLA in accordance with Section 5.02.070 of this Code within **thirtynine** (3090) days of receipt of notice from the County of any unauthorized Wireless Communications Facilities or Equipment, or such longer time as mutually agreed to by the parties after an inventory. If a Licensee Application is denied, Licensee shall have **thirty** (3060) days after Licensee’s receipt of the denial to remove the unauthorized Wireless Communications Facilities or Equipment. In the event Licensee fails to submit a SLA Application within thirtynine (3090) days, or such longer time as mutually agreed to by the parties after an inspection, or fails to remove the unauthorized attachments within thirty (3060) days, the provisions of unauthorized Wireless Communications Facilities or Equipment Fees in Subsections 5.02.190 (H) and 5.02.190 (I) shall apply.

(D) **No Ratification of Unauthorized Use.** No act or failure to act by the County with regard to any unauthorized Wireless Communications Facilities or Equipment shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a License for a previously unauthorized Wireless Communications Facilities or Equipment shall not constitute a waiver by the County of any of its rights or privileges under this Code or of a MLA or SLA or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

**5.01.250 5.02.250 - Indemnification.**
(A) To the maximum extent permitted by Nevada law, a Licensee and County shall indemnify, hold harmless, and defend each other and the County, its indemnified party’s officers and employees, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, reasonable costs of investigation and litigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, and reasonable expert witnesses' fees and expenses, judgments or liability of any kind arising out of or in any way connected with the installation, construction, operations, maintenance, or condition of the Network. A Licensee to the extent caused by the negligence, willful misconduct or intentional actions of the indemnifying party or its officers and employees, or any violation of this Chapter or breach of any of the terms of a MLA or SLA by the indemnifying party. The indemnifying party is not required to indemnify or hold harmless the County indemnified party, its officers and employees as provided herein, to the extent caused by, resulting from or arising out of the active negligence, willful misconduct or intentional actions of one or more officers or employees of the County the indemnified party, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors.

(B) A Licensee shall assume all risks in the operation of the system and shall be solely responsible and answerable for any and all injuries to persons or property arising out of the existence or performance of the Licensee’s rights, duties, actions, or any and all other activities existing or performed under the provisions of this Chapter, a Master Wireless Use License Agreement, or Wireless Site License Agreements
executed pursuant to this Chapter, except to the extent caused by the negligence, willful misconduct or intentional actions of County, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors. The amounts and types of required insurance coverage, as set forth in Section 5.02.270 (Insurance) of this Chapter of the Code, shall in no way be construed as limiting the scope of indemnity set forth in this Section.

(C) To the extent consistent with applicable Laws, a Licensee shall have no recourse whatsoever against the County for any loss, cost, expense, or damage arising out of the enforcement or lack of enforcement of any provision or requirement of the provisions of this Chapter, a Master Wireless Use License Agreement, or Wireless Site License Agreements executed pursuant to this Chapter.

(D) A Licensee shall indemnify, hold harmless, and defend the County, its officers and employees, individually and collectively, from damages which are incurred by or attributed to the County, including but not limited to costs, expenses, fees, and the actual amount of damage, arising to the extent caused from delays of such reconstruction, removal, or relocation work of a Licensee, beyond the time period provided for completion of such work, except to the extent that this provision is addressed otherwise in the provisions of this Chapter, a Master Wireless Use License Agreement, or Wireless Site License Agreements executed pursuant to this Chapter, or caused by the negligence, willful misconduct or intentional actions of County, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors.
(E) The County shall be liable for the cost of repair (or, if repair is not feasible, replacement) to damaged Equipment only to the extent arising from the negligence or willful misconduct of County, its employees, agents, or including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors and shall in no event. Neither County nor a Licensee will be liable under this Chapter for indirect or consequential damages. County’s total liability for willful misconduct shall be limited to the Wireless Site License and Use Fees paid by a Licensee to the County in the year under which such liability arises. Consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if County or a Licensee was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

5.02.260 - Security for Performance.

As security for compliance with the terms and conditions of a Licensee’s Wireless Master Use License Agreement and applicable County Code provisions, a Licensee shall, no later than ten (10) days after the issuance of the first SLA by the County to install an Equipment Network, and prior to any use of the ROW, provide a one-time security deposit to the County in the form of either one of the following: (i) cash deposited with the County, or (ii) an irrevocable pledge of certificate of deposit, (iii) an irrevocable letter of credit, or (iv) a performance bond, payable in each instance to the County, in a minimum amount of seventy-five thousand dollars ($75,000), effective as of December 1, 2018, the effective date of Licensee’s Wireless Master Use License.
Agreement, to remain in full force and effect for the term of a Wireless Master Use License Agreement, any or all of which may be claimed by the County as payment for fees, liquidated damages and penalties, in accordance with the MLA, and to recover losses resulting to the County from any order to reimburse County for Licensee’s failure to perform, comply with the MLA or any SLA beyond applicable notice and cure periods. If bonds are used to satisfy these security requirements, they shall be in accordance with the following:

(A) All bonds shall, in addition to all other costs, provide for payment of reasonable attorneys’ fees.

(B) All bonds shall be issued by a surety company authorized to do business in the State of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service (Department Circular 570, Current Revision): companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

(C) A Licensee shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney.

(D) All bonds prepared by a licensed nonresident agent must be countersigned by a resident agent per NRS 680A.300.

(E) All bonds shall guarantee the performance of all of a Licensee’s obligations under the provisions of this Chapter or MLA, or SLA executed pursuant to this Chapter and all applicable laws.

(F) All bonds shall be substantially in the same form as reasonably approved by the County.
If at any time the County draws upon such performance security—a result of a Licensee default under the MLA or a SLA beyond applicable notice and cure periods, County shall notify Licensee of the withdrawal in writing and include the reasons for the withdrawal. Licensee shall within thirty (30) days of notice from the County replenish such performance security to the original minimum amount required by this Section. If a Licensee’s MLA is renewed or otherwise extended beyond its Initial Term, the minimum bond amount required by this Section shall be adjusted by an amount equal to the increase in the average annual Historic Consumer Price Index (CPI) for all Urban Consumers: U.S. City Average, Major Groups, CPI Detailed report, All Items Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the most recent calendar year ended on December 31 as compared to the calendar year ended on December 31 of the year immediately preceding the last adjustment or, if applicable, the original date of the MLA. Bond amount changes shall be effective as of July 1 following the Initial Term and each Renewal Term of a Licensee’s Agreement and rounded up to the next one thousand dollars ($1,000.00).

5.02.270 250- Insurance.

A Licensee shall obtain and maintain at all times during the term(s) of an MLA: (a) Commercial General Liability insurance in an amount not less than Two Million Dollars ($2,000,000) annual aggregate for each occurrence for bodily injury and property damage and Two Million Dollars ($2,000,000) general aggregate including personal and advertising injury liability and products-completed operations; and (b) Commercial Automobile Liability insurance protecting Licensee in an amount not less than One Million Dollars ($1,000,000) per occurrence (combined single limit), including each accident for bodily injury and property damage, which limits of (a) and (b) may be met by a combination of primary excess or umbrella insurance covering...
all owned, non-owned and hired vehicles. The Commercial General Liability insurance policy shall include the County, its commission members, officers, and employees as additional insureds as their interest may appear under the MLA for any covered liability arising out of a Licensee’s performance of work under an MLA, SLA, or this Code. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced. A Licensee shall be responsible for notifying the County of such change or cancellation. Upon receipt of notice from its insurer(s), Licensee shall provide the County with thirty (30) days’ prior written notice of cancellation of any required coverage. Obligations under this Section may be met by adequate self-insurance.

(A) **Filing of Certificates and Endorsements.** Prior to the commencement of any work pursuant to a Wireless Master Use License Agreement, a Licensee shall file with the County the required original certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

1) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

2) that a Licensee’s Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the County may possess, including any self-insured retentions the County may have; and any other insurance the County does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
(3) that a Licensee’s Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the County.

(4) The certificate(s) of insurance with endorsements and notices shall be mailed to the County Department of Business License.

(B) **Workers’ Compensation Insurance.**

A Licensee shall comply with the provisions of NRS Chapter 616A through 616D regarding industrial insurance and, if required to maintain coverage for employees, a Licensee shall obtain and maintain at all times during the term of its Master Wireless Use License Agreement statutory workers’ compensation and employer’s liability insurance in an amount not less than the greater of: (a) any amounts required by Nevada state law, or (b) of One Million Dollars ($1,000,000) each accident/disease/policy limit and shall furnish the County with a certificate showing proof of such coverage.

(C) **Insurer Criteria.**

Any insurance provider of a Licensee shall be admitted and authorized to do business in the State of Nevada and shall carry a minimum rating assigned by A.M. Best & Company’s Key Rating Guide of “A” Overall and a Financial Size Category of “X” (i.e., a size of $500,000,000 to $750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

(D) **Severability of Interest.**

Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the County. “Severability of
interest” or “separation of insureds” clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

5.02.280 — Default and Cure Period

(A) Default and Notification. Except for causes beyond the reasonable control of a Licensee, if Licensee fails to comply with any of the material conditions and obligations imposed hereunder, and if such failure continues for more than thirty-sixty (3060) days after written demand from the County to commence the correction of such noncompliance, the County shall have the right to revoke and terminate a Licensee’s Master Wireless Use License Agreement, if such failure is in relation to the Master Wireless Use License Agreement as a whole and a substantial number of SLAs, or any individual SLA affected by such failure, in addition to any other rights or remedies set forth in a Licensee’s Master Wireless Use License Agreement or provided by law.

(B) Cure Period. If the nature of the violation is such that it cannot be fully cured within thirty-sixty (3060) days due to circumstances not under a Licensee’s control, the period of time in which a Licensee must cure the violation shall be extended by the County Manager in writing for such additional time as reasonably necessary to complete the cure, provided that: (1) a Licensee has promptly begun to cure; and (2) a Licensee is diligently pursuing its efforts to cure in the County Manager’s reasonable judgment.

(C) Denial of Subsequent Permits. Whenever a Licensee is in default in any of its obligations under its Master Wireless Use License Agreement or this Chapter of
the Code, the County may deny further encroachment, excavation or similar permits until such time as a Licensee cures all of its defaults.

5.02.290 - Assignment.

A Master Wireless Use License Agreement, or any Wireless Site License Agreement entered into under a Master Wireless Use License Agreement, shall not be assigned by a Licensee without the express written consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of a Licensee to an Affiliate or to any successor in interest or entity acquiring more than fifty percent (50%) of a Licensee’s stock or assets by reason of a merger, acquisition or other business reorganization (collectively “Exempted Transfers”) shall not require the consent of the County, provided that a Licensee reasonably demonstrates to the County’s lawfully empowered designee the following criteria (the “Exempted Transfer Criteria”): (a) such transferee will have a financial strength after the proposed transfer at least equal to that of a Licensee immediately prior to the transfer; (b) any such transferee assumes all of a Licensee’s obligations hereunder, including all obligations and/or defaults under an MLA or this Code occurring prior to the transfer (whether known or unknown), signed by a Licensee’s and its transferee’s respective officers duly authorized to do so, on a notarized form approved by the County; (c) the experience and technical qualifications of the proposed transferee, either alone or together with a Licensee’s management team, in the provision of a Network enabling the provision of Telecommunications Services, evidences an ability to operate a Licensee’s Network; (db) the transferee provides the County with a copy of an appropriate certificate of public convenience and necessity or letter of registration as applicable from the PUCN authorizing it to operate a Licensee’s Network; and (ec) the transferee
has a valid County business license. A Licensee shall give **at least thirty (30) days’ prior-written notice** (the “Exempted Transfer Notice”) to the County of any such proposed Exempted Transfer within a reasonable period of time after the effective date of the Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why a Licensee believes the Exempted Transfer Criteria have been satisfied. The County shall have a period of thirty (30) days (the “Exempted Transfer Evaluation Period”) from the date that a Licensee gives the County its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the County has received from a Licensee and the proposed transferee any and all additional information as the County may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the County gives a Licensee notice in writing of the additional information the County requires within fifteen (15) days after the County’s receipt of the original Exempted Transfer Notice. If the County fails to act upon a Licensee’s Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the County that Licensee has in fact established compliance with the Exempted Transfer Criteria to the County’s satisfaction.

**5.02.300 - Sublease.**

(A) A Licensee shall not sublet any interest under a Master Wireless Use License Agreement or Wireless Site License Agreements without the County's prior written consent.
(B) Any sublease made Notwithstanding the foregoing, a Licensee may install, maintain, or modify a Carrier’s Equipment on a Municipal Facility without the County's prior written consentCounty’s prior written consent if the Licensee has a SLA for the Municipal Facility and the Equipment to be installed is covered by the SLA, provided however, nothing in this Subsection shall grant a Carrier the right to access or modify its Equipment installed on a Municipal Facility by a Licensee without a MLA between the Carrier and County.

(B) Any sublease made in violation of this Section shall, at the County's option, be voided.

(C) To obtain the County's consent to a sublease, a Licensee shall provide the County with written notice of: (1) the proposed effective date of the sublease, (2) a description of the portion of the premises to be sublet, (3) all of the material terms of the proposed sublease and the consideration therefor, and (4) any other information reasonably required by the County in order to evaluate the proposed sublease.

(D) Within thirty (30) days after receiving a Licensee's notice of sublease, the County shall notify a Licensee in writing of its consent to the proposed sublease, or its refusal to consent to the proposed sublease and its reasons therefor. If the County does not provide written notice to a Licensee approving or disapproving any proposed sublease within thirty (30) days after receiving a transfer notice, the sublease shall be deemed disapprovedapproved.

(E) The County shall not unreasonably withhold, condition or delay its consent to any proposed sublease.
(F) Notwithstanding any subletting, a Licensee shall at all times remain fully and primarily responsible and liable for the payment of fees required under this Chapter of the Code, an MLA or an SLA and for compliance with all of a Licensee's other obligations under the provisions of this Chapter, a Master Wireless Use License Agreement, or Wireless Site License Agreements.

5.02.310 - Records Required by Code.

A Licensee will maintain complete records pursuant to the applicable provisions of Title 6 of the Clark County Code.

(A) Additional Records. The County may require such additional information, records, and documents from a Licensee pertaining to Licensee’s MLA or any SLAs thereunder with County from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Code, an MLA, or any SLAs. Additionally, the County may require a Licensee to provide supplemental information as needed. Notwithstanding the foregoing, a Licensee shall only be required to provide information that is required of all other users of the ROW.

(B) Production of Records. A Licensee shall provide records electronically within twenty (20) business days of a request by the County for production of the same unless the County agrees to additional time. Such records shall be made available for review in Clark County, such additional time not to be unreasonably withheld, conditioned or delayed. If any person other than a Licensee maintains records on a Licensee’s behalf, a Licensee shall be responsible for making such records available to the County for auditing purposes pursuant to this Section.
5.02.320 - Rights Reserved to the County.

Without limitation upon the rights which the County might otherwise have, the County does hereby expressly reserve the rights, powers, and authorities to exercise its governmental powers now or hereafter to the full extent that such powers may be vested in or granted to the County; and to grant multiple nonexclusive licenses within the County to other persons for the operation of systems pursuant to this Chapter of the Code and as it may be amended.

5.02.330 — Severability; Change in Laws.

If any provision, section, paragraph, sentence, clause, or phrase of this Chapter of the Code is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Chapter of the Code. It is the intent of the County Commission in adopting this Chapter of the Code that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end, all provisions of this Chapter of the Code are declared to be severable.

If any federal or State law or regulation or any binding judicial interpretation thereof sets forth a term or provision applicable to the subject matter of this Chapter, which is inconsistent with, or different than, a corresponding term or provision of this Chapter, then the County shall promptly amend this Chapter to effect the term or provision set forth under the law, regulation or binding judicial interpretation. Such amendment shall apply on a going forward basis for all Wireless Communications Facilities existing as of or installed after the effective date of the law, regulation or binding judicial interpretation, unless the law, regulation or binding judicial interpretation requires retroactive application.
5.02.340 - Notice.

All notices shall be sent to a Licensee at the address indicated in the Master Wireless Use License Agreement. A Licensee shall notify the County Manager of any change of address within ten (10) working days of such occurrence. Failure to provide notification and any resulting delay in receipt of notice, shall not excuse a Licensee from any obligation imposed by this Chapter of the Code or by its MLA or SLAs, nor shall it serve as cause for reduction or removal of any fine or penalty imposed by the County.

5.02.350 - Force majeure.

In the event a Licensee’s performance of any of the terms, conditions or obligations required by this Chapter of the Code or an MLA or any SLAs is prevented by a cause or event beyond the control of a Licensee, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof.

SECTION TWO. If any provision, section, paragraph, sentence, clause, or phrase of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining parts of this ordinance. It is the intent of the County Commission in adopting this ordinance that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this ordinance are declared to be severable.
SECTION THREE. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

SECTION FOURTHREE. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with the names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks.

PROPOSED on the _____ day of _______________, 2018.

PROPOSED BY: Commissioner ______________________

PASSED on the _____ day of _______________, 2018.

AYES:________________________________

________________________________

________________________________

________________________________

________________________________

________________________________

NAYS:________________________________

________________________________

ABSTAINING: _______________________________

ABSENT: ________________________________
This ordinance shall be in force and effect from and after
the day of 2018.
Attachment 1

Wireless Cell Site Approval

Applicant to Fill out:

Location: (Check one)
- □ New Pole
  - Northing
  - Easting
- □ Existing Pole
  - Northing
  - Easting


Power Source: (Check one)
- □ Clark County Owned Service
- □ Customer Owner Service

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Clark County Department of Public Works - Traffic Management to Fill out:

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Additional Notes:

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CLARK COUNTY DEPARTMENT OF PUBLIC WORKS TRAFFIC MANAGEMENT

Location Approval
By __________________ Date __________

Acceptance of Plans for Filing
By __________________ Date __________
ATTACHMENT #3
Dear Tia O'Brien,
Attached are the comments and a letter originally sent to Michael Harwell on 9/20/18 on behalf of Verizon Wireless. Please consider this letter as the business impact statement from Verizon Wireless specifically.

Thank you,

Nick Magnone

Manager- Network Business Development
Verizon Wireless - Southwest Region

P 602-909-0787
Email nick.magnone@verizonwireless.com
September 20, 2018

Via Email to mikeh@clarkcountynv.gov

Mr. Michael Harwell
Clark County, NV

RE: Draft Chapter 5.02 – Rights-of-Way Management – Wireless Communications Facilities (the “Ordinance”)

Dear Mr. Harwell:

Thank you for the opportunity to review the Ordinance under development by Clark County, NV (the “County”) for deployment of wireless communications facilities in the County’s public rights-of-way. We believe the County plays a pivotal role in managing the use of its rights-of-way, and we do not oppose adoption of an ordinance and related documentation to accomplish the County’s legitimate objectives. However, we have concerns relating to several provisions of the Ordinance that conflict with federal law and would materially inhibit the deployment of next generation wireless technologies in the County. These comments are respectfully submitted on behalf of Verizon Wireless in connection with our desire to install additional wireless facilities in the County to meet the growing demand for wireless services. Please note the following comments and concerns:

- **ROW Design Standards (Sections 5.02.120 and 5.02.125).** These sections provide that: (a) municipal facilities are preferred for installations in the right of way, (b) use of unoccupied municipal facilities in the right-of-way is required if they are located within a 700-foot radius from a proposed communication facility, (c) if an existing municipal facility is located within a 700-foot radius from a proposed facility and cannot accommodate the proposed installation, the municipal facility shall, upon the County’s approval, be replaced and shall comply with the design standards, (d) in the “Las Vegas Boulevard Design District” (as defined in the Ordinance), if replacement poles are installed, only multi-carrier facilities are permitted and they must contain all equipment in the interior of the pole, (e) except in the “Wireless Performance Improvement District” (as defined in the Ordinance), only one of a licensee’s facilities is allowed within a 600-foot radius, (f) in the Central Communication District the design criteria dictate that all antennas and equipment must be within the pole, (g) it appears that if a licensee wants to install its own pole in the right-of-way, the design criteria dictate that all antennas and equipment must be within the pole, (h) all antennas must be at least 15 feet above ground and any equipment cabinet must be at least 8 feet from the ground. Many of these broad design standards and requirements violate Sections 253 and 332 of the Telecommunications Act by effectively prohibiting the provision of personal wireless service. Moreover, the requirement that antennas be concealed within a pole would prohibit the use of antennas and related equipment currently required for 5G deployment.
• **Applicable Fees (Section 5.02.190)**. Subsection (a) requires licensees to pay a “Use Fee” equal to five (5) percent of Gross Revenues unless a licensee has obtained a Business License to provide Personal Wireless Services (and pays a similar fee), and Subsection (b) requires licensees to pay wireless site license fees ranging from $700 to $3,960, depending on the district where the facilities will be deployed. The Ordinance also requires licensees to pay a number of additional fees including, but not limited to, an application fee to obtain a wireless master use license agreement ($1,000), an application fee for each wireless site license ($250), and annual inspection fees ($500), to name a few. In addition to constituting an effective prohibition, these fees don’t appear to be reasonably related to the costs that will be incurred by the County to manage its public rights-of-way.

• **Application of Ordinance to Existing Facilities (Section 5.02.100)**. This Section requires licensees to bring any wireless communications facility in the right-of-way into compliance with the requirements of this Ordinance by 12/31/19 “except where retroactive application of new standards is prohibited by federal, state, or local law.” Moreover, this Section provides that facilities not brought into compliance in a timely manner shall be removed at the licensee’s cost and, in addition to that, licensee shall pay a failure to comply fee equal to $500 for every 30 days until sites are brought into compliance. It’s our belief that these provisions are prohibited by federal and state law, especially in light of the fact that Verizon Wireless has an active agreement with the County and all existing facilities were installed in compliance with the previously established and published standards and requirements.

Please note that this letter does not include all of our comments to the draft Ordinance, but highlights a few significant concerns.

Verizon Wireless urges the County to work collaboratively with the industry to develop an ordinance and other documentation that can withstand legal challenge and encourage investment in next generation networks. Thank you very much for your consideration of these comments.

Sincerely,

[Signature]

Danielle C. Agee

DCA/jdd
ATTACHMENT #4
Hello,

Please accept the attached document as a response to the business impact statement notice’s inquiry on whether the proposed ordinance will impose a director of significant economic burden upon a business.

Per the attached Accenture study and report, “Modernizing rules for the deployment of small cells in Public Rights of Way through streamlining permitting and processes, and creating reasonable fee structures will help with deployment timelines. Currently, many applications for small-cell implementations can take up to 18 to 24 months for approval, and can involve time-consuming pole-by-pole assessments which leave plenty of room for improvement. Present processes can divert both time and capital investment away from network deployment. Reducing these deployment barriers has tangible financial impacts.”

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ACCELERATING FUTURE ECONOMIC VALUE FROM THE WIRELESS INDUSTRY
THE FUTURE OF THE WIRELESS INDUSTRY

History has proven that the deployment and adoption of next-generation wireless technology and supporting infrastructure spurs economic growth through job creation. With deployment of fifth-generation (5G) wireless technology, the connectivity and computing capacity unleashed will drive new economic growth through innovative wireless use cases.

A recent study by Accenture Strategy found that wireless providers will invest approximately $275B in U.S. infrastructure over the next few years, which could create up to 3M jobs and boost annual GDP by $500B.

Unlocking the full potential of 5G depends on two key actions: spectrum availability and modernization of infrastructure guidelines. Effective execution of both of these actions results in significant benefits. In fact, Accenture Strategy estimates that accelerating infrastructure deployment by one year could drive an additional $100B in economic impact in the next three years.
Accenture's previous studies have shown that 5G networks will create new jobs, unlock new industries, and deliver economic and community benefits through improvements to a variety of industries, including energy, public safety, and transportation. IoT, which has already driven substantial economic impact through the proliferation of connected devices, is likely to be the next significant area of value generation. Accenture's latest research demonstrates that the most impactful IoT use cases will depend on key 5G network attributes. Of the 29 billion connected devices estimated by 2022, 18 billion are predicted to be IoT related. A joint World Economic Forum and Accenture report projects that Industrial IoT (IIoT) will add $14 trillion to global economic value by 2030.

By 2022, there will be....

29B CONNECTED DEVICES

500M 5G SUBSCRIPTIONS ...globally

The sheer breadth and depth of IIoT use cases, from predictive maintenance to intelligent products, is what makes this opportunity noteworthy. Wireless carriers will play a crucial role in unlocking the full potential of IoT, as they enable the connectivity of sensors, devices, data centers and people.
Vital in realizing significant IoT use cases are the improvements in speed, latency and capacity expected from 5G. Further, emerging 3GPP (3rd Generation Partnership Project) 5G specifications will allow for different network requirements to power significant use cases, from consumer-oriented needs, to enterprise applications, to the remote control of critical infrastructure, medical procedures, and a smart energy grid.

It is anticipated that by 2022 there will be more than 500 million 5G subscriptions worldwide, equal to 15 percent of the population. As noted earlier, an Accenture Strategy study has found that wireless carriers will invest approximately $275B in U.S. infrastructure over the next few years, which could create up to 3 million jobs and boost annual GDP by $500B.

This impact is entirely incremental to the existing steady state GDP contribution of the wireless industry. Accenture Strategy research has quantified the current contributions of the wireless industry: supporting 4.7M jobs, contributing $475B in GDP and generating $1T in economic output. As 5G boosts US competitiveness, it represents a potential doubling of economic impact over the next several years. 5G’s societal impact reaches far beyond those highlighted here.

**Wireless industry contribution to the U.S. economy**

- **Supporting 4.7M jobs**
- **Contributing $475B in GDP**
- **Generating $1T in economic output**
REALIZING THE FUTURE GROWTH POTENTIAL IN THE WIRELESS INDUSTRY

To fully realize the benefits from these emerging opportunities, businesses and government will each need to do their part in enabling the wireless industry to stay at the forefront of innovation and economic growth:

- **MODERNIZATION OF INFRASTRUCTURE GUIDELINES**
- **SPECTRUM AVAILABILITY**

\[
\text{ACCELERATING ECONOMIC GROWTH FROM THE WIRELESS INDUSTRY}
\]

\[
\text{AN INCREMENTAL $100B WITHIN THE NEXT 3 YEARS}
\]
MODERNIZATION OF INFRASTRUCTURE GUIDELINES

Given that 5G connectivity will require a system of wireless infrastructure significantly denser than that required by 4G, modernization of infrastructure guidelines will be key to decreasing the time required for a 5G network rollout. Recognizing that 300,000 small cells need to be deployed in the next three to four years—roughly double the number of macro towers built over the past 30 years—current approval processes pose a challenge.\(^{14}\)

Modernizing rules for the deployment of small cells in Public Rights of Way through streamlining permitting and processes, and creating reasonable fee structures will help with deployment timelines.\(^{15}\) Currently, many applications for small-cell implementations can take up to 18 to 24 months for approval, and can involve time-consuming pole-by-pole assessments which leave plenty of room for improvement.\(^{16}\) Present processes can divert both time and capital investment away from network deployment. Reducing these deployment barriers has tangible financial impacts.
Accelerating 5G deployment approval timelines by just one year could add over $100B to the U.S. economy within the next three years.\(^{17}\)

Accenture derived this figure by building on its economic model developed in the paper: **How 5G Can Help Municipalities Become Vibrant Smart Cities.** Adjusting the model to estimate how accelerated 5G deployment timelines, driven by the modernization of wireless infrastructure, can shift the overall adoption curve forward with significant economic impact.

**Accelerating 5G deployment by one year...**

...adds $100B to the GDP within the next 3 years
With exponential growth in wireless data, and increasing demand for higher throughput and bandwidth across wireless (radio) access, the **availability of sufficient spectrum** to meet these demands is a real concern.

Recent wireless technology advancements, including LTE Advanced and the early revisions of 5G, will permit a more efficient use of spectrum. These advances, combined with the additional usage of high-millimeter bands—once they are made available on a 5G network—show promise for enhancing network capacity and speeds.

Nevertheless, the government will need to make additional spectrum available if carriers are to realize the transformative benefits that 5G offers. A keen eye to proactively managing spectrum availability and taking full advantage of technology improvements will be key, especially as IoT use cases bring forth additional network demands.

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**With increasing demands on the network, additional spectrum is needed for carriers to realize the transformative benefits that 5G offers.**
America's wireless industry is not only a significant contributor to the economy today, but it continues to advance other industries, even triggering the development of completely new, innovative sectors and business models.

IoT use cases, powered by 5G, will continue to drive new growth opportunities and power the U.S. economy.
ABOUT THE RESEARCH

The accelerated economic impact of 5G was calculated from an economic model developed for the paper: How 5G Can Help Municipalities Become Vibrant Smart Cities.18

In this study commissioned by CTIA, Accenture forecasted 5G rollout and adoption. The employment impact was then estimated using research that studied the impact of previous generational shifts in wireless technology - specifically the economic impact of 3G technology in the U.S.19 GDP growth was calculated from this, using historical estimates for employment elasticity with respect to growth for the U.S.

This model was then adjusted to estimate the impact of an accelerated deployment and adoption timeline, as in the case of removing small-cell approval barriers.
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7. https://www.qualcomm.com/invention/5g/what-is-5g

8. Ibid


10. Ibid

11. Ibid


13. Ibid


15. Ibid


ABOUT ACCENTURE

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