



**CITY OF BRYAN**  
*The Good Life, Texas Style.™*

# WIRELESS INSTALLATION PROGRAM AND POLE ATTACHMENT STANDARDS

**VERSION 1.0**

**ISSUED DATE: AUGUST 31, 2017**  
**EFFECTIVE DATE: AUGUST 31, 2017**

# **City of Bryan Wireless Installation Program And Pole Attachment Standards**

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## **I. STATEMENT OF PURPOSE**

Given the passage of S.B.1004 in the 2017 legislative session, “Network Providers” will begin to seek access to City of Bryan Service Poles for the deployment of “Network Nodes.” The City of Bryan, therefore, has established this Wireless Installation Program and Pole Attachment Standards (“Standards”) to govern access to and use of City of Bryan Service Poles. Applicable to all Network Providers for installation of Network Nodes, these Standards provide for a non-discriminatory, uniform, consistent, and streamlined approach for the access and use of City of Bryan Service Poles in a manner that will facilitate the delivery of the Wireless Services offered today in a manner that is consistent with the safe and reliable operation of City of Bryan Facilities. These Standards will work to ensure that City of Bryan and all Network Providers attaching to City of Bryan Service Poles comply with all applicable laws, standards, regulations, and ordinances.

In adopting these Standards, City of Bryan has attempted to incorporate new and evolving best practices and recommendations that have been developed and endorsed at the national level, such as the Federal Communications Commission’s (“FCC”) recommendations in its National Broadband Plan related to the ability of Network Providers to perform Make-Ready Work using City-approved and qualified contractors. Consistent with the FCC’s rules, the Standards also mirror and incorporate national safety standards and federal requirements, such as those developed by the Occupational Safety and Health Administration (“OSHA”), that are aimed at ensuring the safety of workers and maintaining a safe work environment. At the same time, these Standards, like the FCC’s pole attachment access rules, do not woodenly apply national standards when City of Bryan’s unique operational experiences and requirements dictate the application of policies, practices, and standards that are more stringent or different than national standards.

The City of Bryan will grant non-discriminatory access to its Service Poles and the Public Rights-of-Way within the City for the installation of Network Nodes and Node Support Poles taking into account the burdens that Network Nodes place on City of Bryan Facilities.

The City of Bryan-related Poles that are not owned, operated, and maintained by Bryan Texas Utilities (“BTU”) are the Traffic Signal Poles to which these Standards apply. For attachment to other Poles owned and maintained by BTU, where available, please refer to the Bryan Texas Utilities Pole Attachment Standards and related documentation.

At bottom, these Standards seek to balance the competing needs and interests of multiple and varied Network Providers seeking to access and utilize City of Bryan’s Traffic Signal infrastructure or the Public Rights-of-Way, while at the same time recognizing that the core purpose and function of this infrastructure is for City of Bryan’s safe and effective management of all modes of traffic to the City of Bryan customers. The use of any City of Bryan’s Service Poles or other facilities, therefore, must at all times ensure the continued operational integrity, safety, and reliability of City of Bryan’s Facilities, personnel, and the general public.

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These Standards are organized into six parts:

- Section I**      This Introductory Section
- Section II**     General Administrative Provisions
- Section III**    General Technical Provisions
- Section IV**     Reserved
- Section V**      Specifications Applicable to Wireless Installations
- Section VI**     Appendices referenced in these Standards

**Upon their effective date, these Standards shall be enforceable by City of Bryan at all times upon any entity that attaches its facilities to a City of Bryan-owned Service Pole or uses the Public Rights-of-Way for Node Support Poles regardless of the status of a Pole Attachment Agreement, Wireless Installation Agreement, Application, or Permit.**

City of Bryan reserves the right to amend these Standards at any time and manner in response to market conditions and, as necessary, to comply with changes in applicable engineering and/or safety standards or changes in local, state, or federal law. Any such changes will be applied prospectively in a non-discriminatory manner with respect to similarly situated entities and facilities in the location, installation, operation, maintenance, or repair of Network Nodes.

To the extent that issues arise that have not been contemplated by these Standards, City of Bryan will work with Network Providers to find a solution that effectively addresses the issue consistently with these Standards.

These Standards supersede all prior City of Bryan pole attachment rules and regulations not contained in a pole license agreement in effect as of August 31, 2017. Amendments to these Standards will become effective following a notice period as provided in this document and the return of a letter accepting the amendments, as provided in the pro forma Wireless Installation License Agreement (the “Wireless Installation Agreement”).

## II. GENERAL ADMINISTRATIVE PROVISIONS

### A. Definitions

For the purposes of these Standards, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

1. **Affiliate** means, when used in relation to a Network Provider, another entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Network Provider.
2. **Antenna** means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of Wireless Services. Antennas are inventoried Network Node components.
3. **Antenna Area** means the area on a Service Pole where the Antenna(s) are installed, which are components of a Network Node. For a Network Node that utilizes the top of a Pole, the Antenna Area shall be the Pole Top Space.
4. **Applicable Codes** means:
  - (a) Uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization, including without limitation the National Electric Code and the National Electric Safety Code; and
  - (b) Local amendments to those codes to the extent not inconsistent with this chapter.
5. **Applicable Engineering Standards** means all applicable engineering and/or safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around BTU's Facilities and includes BTU's clearance standards, the National Electrical Safety Code (“NESC”), the National Electrical Code (“NEC”), the Texas Health & Safety Code, Chapter 752 (Vernon 1992) and any subsequent amendments which relate to the maintenance of proper clearances and related safety issues, the regulations of the Occupational Safety and Health Act (“OSHA”), applicable regulations of the Federal Communications Commission (“FCC”), the Environmental Protection Agency (“EPA”), lawful requirements of Public Authorities, and/or other requirements of BTU that are non-discriminatory to each Network Provider as compared to all other similarly situated Network Providers.

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6. **Application Fee** means the non-refundable fee described in Section II.K and Appendix H of these Standards, compensating the City for the administrative and other work required to process and review an Application.
7. **Attaching Entity** shall mean any person authorized under City Code or regulation to place facilities or equipment on City Service Poles or in the Public Right-of-Way of the City, including without limitation a “Network Provider.”
8. **Authorization for Make-Ready Work** means the form, provided in Appendix B, the City shall issue to Network Provider that requests the Network Provider’s authorization for the City to undertake Make-Ready Construction. The Authorization for Make-Ready Work form shall also provide an estimate for the advanced payment cost required to be paid for the Make-Ready Construction.
9. **Backhaul Network Interface Device** means the network interface enclosure that marks the location where a Transport Facility interconnects with a Network Node for the purpose of providing telecommunications transport service between the Network Node and the host network. The Backhaul Network Interface Device shall be considered the point of demarcation between the Network Node and the provider of telecommunications transport service.
10. **Bryan Texas Utilities** or **BTU** shall mean the City of Bryan, Texas, owned electric service provider.
11. **City Facilities** means all personal property and real property owned or controlled by the City, including Service Poles.
12. **Cabinet Area** means the area where the Wireless Equipment Cabinet, Electricity Network Interface Device, and Backhaul Network Interface Device are installed adjacent to each other as part of a Network Node. The Cabinet Area shall be located in a ground-based cabinet.
13. **Cable Services** means the provision of one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service by a cable system. Cable Services shall not include Information Services or Video Services, as defined in the Texas Utilities Code §66.002.
14. **Capacity** means the ability of an existing Service Pole to accommodate an additional Network Node based on Applicable Engineering Standards, including space, design, and loading considerations.

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15. **Certificated Provider** means a competitive service provider of Communications Services, Cable Services, or Video Services that has received a Certificate of Convenience and Necessity, Certificate of Operating Authority, Service Provider Certificate of Operating Authority, or State Issued Certificate of Franchising Authority from the Public Utility Commission of Texas.
16. **City** means the City of Bryan, Texas.
17. **Chapter 284** refers to Chapter 284, Local Government Code.
18. **Civic Project** means any specific project that requires adjustments of City Service Poles or other City Facilities to accommodate federal, state, city, or county roadway reconstruction/widening, drainage improvements, or other type of civic improvement project within the Public Rights-of-Way.
19. **Collocate** and **Collocation** mean the installation, mounting, maintenance, modification, operation, or replacement of Network Nodes in the Public Rights-of-Way on or adjacent to a Service Pole.
20. **Commercial Mobile Radio Service or CMRS** has the meaning given by federal law at 47 C.F.R. §20.9 and is a type of Wireless Service, defined herein.
21. **Concealment Elements** means a physical design or treatment that minimizes adverse aesthetic and visual impacts on the view from land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of a Wireless Service facility, including without limitation a Network Node or a Node Support Pole, which shall mean the least visually and physically intrusive facility, so as to make it substantially invisible, and that is not technologically or commercially impracticable under the facts and circumstances.
22. **CMRS Provider** means an FCC-authorized provider of CMRS.
23. **Collection Notice Letter** means a letter of notification produced by the City itemizing charges owed to the City as a result of damages to City Facilities caused by a Network Provider, or its contractors, subcontractors, or agents, or by a third-party causing damage to the Network Provider's Communication Facilities or Network Node installations. This letter constitutes the City's tender for recovery of all costs associated with repairs to the damaged facilities.
24. **Communications Facility** means a wire or cable facilities including, but not limited to, a fiber optic, copper and/or coaxial cable or wire utilized by an Network Provider to provide Communications Services, including a Transport Facility. A Communications Facility also includes a Messenger

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or other material, appurtenance, or apparatus of any sort necessary or desirable for use in the provision of a Network Provider's Communications Services. A Communication Facility shall not include an Antenna or wireless Remote Radio Head.

25. **Communications Space** means the portion of a Service Pole's usable space designated for the installation of a Network Node.
26. **Completion of Network Node Construction** means the form, provided in Appendix B, a Network Provider shall issue to the City providing written notice of completion of Make-Ready Construction.
27. **Days** means calendar days, unless specifically designated otherwise.
28. **Decorative Pole** means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to City Code.
29. **Deployment Plan** means a document prepared by a Network Provider that shall include: (a) footprint of the network buildout illustrated in a map depicting the municipal jurisdiction, or parts thereof, within the City expected to be covered by the project; (b) overall network deployment schedule and phasing; (c) map of backbone fiber rings routes, if any; (d) description of overall physical plant architecture and design; (e) description of typical Network Node installations; (f) estimated number of Service Poles or Node Support Poles expected to be attached to including a reasonable "ramp-up" and "ramp-down" plan; (g) project and corporate organizational chart for the Network Provider; and (h) signature page attesting to the veracity of the Deployment Plan executed by an authorized officer of the Network Provider.
30. **Design District** means an area that is zoned, or otherwise designated by City Code, and for which the City maintains and enforces unique design and aesthetic standards, such as an overlay district, on a uniform and nondiscriminatory basis.
31. **Electricity Network Interface Device** means the network interface enclosure, owned and controlled by BTU but accessible to the City, where electricity is delivered to a Network Node. The Electricity Network Interface Device shall be considered the "Point of Delivery" under BTU's electric service requirements, as amended by BTU from time to time, but accessible to the City.
32. **Emergency** means the existence of a situation which, in the reasonable discretion of the City or the Network Provider, if not remedied immediately,

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may result in a threat to public safety, a hazardous condition, damage to property, or an equipment or service outage.

33. **Engineer** means any licensed professional engineering firm approved by the City to complete Engineering work on City Facilities.
34. **Federal Communications Commission** or **FCC** means the independent federal agency established to regulate, in the public interest, communications by radio and wire.
35. **Historic District** means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.
36. **Infrastructure Provider** means an Network Provider that may or may not be a Certificated Provider that owns no licensed frequencies, but that invests in Wireless Installations or Transport Facilities for the purpose of leasing its Communications Facilities and Wireless Installations to a Wireless Service Provider that utilizes such facilities to embed proprietary technology that allows the leased facilities to transmit and receive the Wireless Service Provider's transmissions. Such leased facilities are interconnected with the Wireless Service Provider's wireless network to expand network capacity.
37. **Infrastructure Provider Sublicensee** means a Wireless Service Provider that leases Transport Facilities and Wireless Installations from an Infrastructure Provider for the purpose of providing or expanding wireless network capacity that has executed its own Wireless Installation Agreement.
38. **Intermodulation Test** means a report that contains a mathematical model identifying potential interference based on computational harmonic mixing of proposed and existing transmit and receive frequencies in the immediate vicinity.
39. **Joint Meeting Transfer** means the coordinated transfer of a Network Node by its owner to take place at the same time as an Network Provider schedules the installation of facilities onto or supported by the same Service Pole that hosts the Wireless Installation.
40. **Inventory** means a complete count of all Network Nodes, and Unauthorized Network Nodes, on City-owned Service Poles or otherwise in the Public Rights-of-Way within the City.
41. **Law** means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

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- 42. Macro Tower** means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103, Local Government Code, and that supports or is capable of supporting antennas.
- 43. Make-Ready Charges** means all reasonable administrative, engineering design, construction, inspection, and management charges associated with Make-Ready Work.
- 44. Make-Ready Construction** means that portion of Make-Ready Work associated with construction work requiring access to a Network Node on a Service Pole, including, but not limited to the movement, transfer, relocation, or modification of an existing Network Node; the replacement of a Service Pole; and all other construction activities necessary to accommodate the installation of a new Network Node. Make-Ready Construction shall include, where applicable, the nexus between aerial and underground communication construction.
- 45. Make-Ready Engineering** means that portion of Make-Ready Work associated with the preparation, submission, review, and approval of the Network Provider's Application for Network Node. Make-Ready Engineering shall include, but is not limited to, the preparation of the following in support of the Application: (a) the Pre-Construction Survey; (b) the engineering design document(s) for Make-Ready Construction; and (c) the submission of such documents to the City for review, potential modification, and approval. Make-Ready Engineering shall include, where required, the approval of a professional engineer, and the engineering design specifications related to the nexus between aerial and underground construction of Network Provider Facilities as part of Make-Ready Construction of a Network Node.
- 46. Make-Ready Work** means all work that is required to accommodate an Network Provider's Network Node onto a Service Pole in compliance with the Applicable Engineering Standards. Make-Ready Work may include, but is not limited to, Make-Ready Engineering, and Make-Ready Construction, along with the City's review of the Application, engineering design documents, Pole Loading Analysis documents, engineering work, construction work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), Service Pole or Node Support Pole replacement, and the Post-Construction Inspection.
- 47. Micro Network Node** means a Network Node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.
- 48. Municipally Owned Utility Pole** means a utility pole owned or operated by BTU.

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- 49.** **Municipal Park** means an area that is zoned or otherwise designated by City Code or regulation as a public park for the purpose of recreational activity.
- 50.** **National Electric Safety Code** or **NESC** means the current edition published by the Institute of Electrical and Electronic Engineers (IEEE) as may be amended or supplemented from time-to-time.
- 51.** **Network Node** or **Wireless Installation** means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:
- (a) includes:
- (i) equipment associated with Wireless Communications;
- (ii) a radio transceiver, an Antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and
- (b) does not include:
- (i) an electric generator;
- (ii) a Pole; or
- (iii) a Macro Tower.
- 52.** **Network Node Fee** means the charge applicable to an Applicant's installation or installations of Network Nodes in the Public Rights-of-Way in the City, calculated by multiplying the Network Node Rate times the number of Network Nodes a Network Provider installs or operates.
- 53.** **Network Node Rate** means the rate applicable to an Applicant's installation of a Network Node in the Public Rights-of-Way in the City, as it may be adjusted from time to time, pursuant to Section 284.053, Utilities Code.
- 54.** **Network Operations Center** or **NOC** means a centralized location from which an Network Provider administrators remotely supervises, monitors, and maintains the day-to-day operations of a network. The scope of responsibilities of a NOC may be national or regional in nature.
- 55.** **Network Provider** means:

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- (a) a Wireless Service Provider; or
  - (b) a person that does not provide Wireless Service and that is not an electric utility but builds or installs on behalf of a Wireless Service Provider:
    - (i) Network Nodes; or
    - (ii) Node Support Poles or any other structure that supports or is capable of supporting a Network Node.
- 56. Network Provider Registration & Annual Reporting Form** means the initial registration form, available from the City's website by following the link provided in Appendix A and as referenced in the City's Design Manual for Right-of-Way Installations, a Network Provider must submit, keep current, and update at least annually in order to enter into a Wireless Installation Agreement with the City.
- 57. Node Support Pole** means a Pole installed by a Network Provider for the primary purpose of supporting a Network Node.
- 58. Non-decorative Streetlight Pole** shall mean a BTU-owned streetlight pole that is not a Decorative Pole.
- 59. Notice of Dispute Form** means the form that a Network Provider must use to dispute the City's determination of liability associated with a claim for damages caused to City Facilities by the Network Provider, or its contractors, subcontractors, or agents. This form is provided in Appendix C.
- 60. Notice to Proceed** means the form, provided in Appendix B, the City shall issue to a Network Provider that provides written notification that the Network Provider may proceed with Make-Ready Construction.
- 61. Notice of Safety Violation** means the form, provided in Appendix B, the City shall issue to a Network Provider providing written notice of the City's identification of a Safety Violation with one or more of the Network Provider's Network Nodes.
- 62. Notice of Safety Violation Assessment Charge** means the form, provided in Appendix B, the City shall issue to a Network Provider providing written notice of the levying of a Safety Violation Assessment Charge to the Network Provider.
- 63. Notice of Unauthorized Network Node** means the form, provided in Appendix B, the City shall issue to a Network Provider providing written notice of the City's identification of an Unauthorized Network Node or

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Unauthorized Node Support Pole owned, leased, operated, or accessed by the Network Provider.

- 64. Pedestals/Vaults/Enclosures/Cabinets** mean above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, and passive devices and/or provide a service connection point and that shall not be attached to City Service Poles.
- 65. Pole** means a Service Pole, Municipally Owned Utility Pole, Node Support Pole, or Utility Pole.
- 66. Pole Attachment Standards or Standards** means these “City of Bryan Wireless Installation Program and Pole Attachment Standards” with an initial effective date of August 31, 2017, and as amended from time to time.
- 67. Pole Attachment Standards Revision Request or PASRR** means the form, provided in Appendix B, any stakeholder shall submit to the City to propose a revision(s) to these Standards.
- 68. Pole Attachment Standards Revision Request PASRR Comment Form** means the form, provided in Appendix B, any stakeholder shall submit to the City in which the stakeholder may provide comments to a PASRR during the PASRR’s comment period.
- 69. Post-Construction Inspection** means the survey inspection required by the City to determine and verify that the Make Ready Construction and all other Make-Ready Work, including the installation of a Network Node, was made in accordance with Applicable Engineering Standards, the Application, and all other Permit requirements.
- 70. Pre-Certified Equipment** means Wireless Equipment for which the Network Provider has submitted manufacturing specifications and information to the City for review and approval and that the City has approved or pre-certified.
- 71. Pre-Construction Survey** means the field survey and all other work and operations required by Applicable Engineering Standards to determine the Make-Ready Work necessary to accommodate a Network Provider’s Network Node or other facilities onto a Service Pole or Node Support Pole as appropriate. Such work includes, but is not limited to, field inspection and administrative processing. The field survey to be done prior to preparation of Make-Ready Engineering shall be conducted by the Network Provider’s Engineer or other qualified employee or agent.
- 72. Private Easement** means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

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- 73.** **Private Network** means a communications network constructed for the purpose of meeting the internal communications needs a public or private entity that is not a Certificated Provider or Wireless Services Provider and is not in the business of providing Communications Services or Wireless Services to the general public for a profit.
- 74.** **Public Right-of-Way or Public Rights-of-Way** means the area or areas on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the City of Bryan has interest.
- 75.** **Public Right-of-Way Management Ordinance** means an ordinance that complies with Subchapter C, Chapter 284, Utilities Code, and specifically, Chapter 106, Bryan City Code.
- 76.** **Receiver** means any electronic device the purpose of which is to collect, amplify, and/or control radio frequencies.
- 77.** **Remote Radio Heads or RRH** means a transceiver with transmitting and receiving capability of radio frequencies. The RRH will be served by optical fiber, direct-current power, and output to a single or multiple Antennas. Remote Radio Heads are an inventoried Wireless Installation component.
- 78.** **Request for Pre-Certification of Wireless System** means the form, provided in Appendix B, a Network Provider shall submit to the City to request the City to review and approve Pre-Certified Equipment for a Network Node.
- 79.** **Request for Waiver of Applicable Engineering Standards (Waiver Request)** means the form, provided in Appendix B, a Network Provider shall submit to the City to request a waiver of one or more Applicable Engineering Standards.
- 80.** **Reserved Capacity** means Capacity or space on a Service Pole that the City has identified and reserved for its own core City services and requirements, including space for any and all associated internal communications functions that are essential to the proper operations of such core City services.
- 81.** **Right-of-Way Work Permit Application** means a complete Application for a Right-of-Way Work Permit provided under Chapter 106, City Code, and the Design Manual, submitted by an Network Provider to the City for the purpose of requesting consent to install a new Network Node onto or supported by one or more City Service Poles or otherwise within the Public Rights-of-Way. For Network Node installations onto Service Poles, a single Right-of-Way Work Permit Application may include up to a thirty (30) Network Node locations, provided that the Network Node installations are

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of similar design at each of the locations within the identified boundaries of a Wireless Project Area and consist of Pre-Certified Equipment.

82. **Riser** means metallic or plastic encasement materials supported by metal standoff brackets placed vertically on a Service Pole to guide and protect communication wires and cables where they transition from overhead to underground or vice-versa.
83. **Safety Briefing** means a document or presentation materials prepared by a Network Provider and provided to the City to educate City employees and contractors regarding specific process on how to work safely near and/or around the Network Provider's specific Network Node technologies and locations.
84. **Safety Violation** means a violation of the Applicable Engineering Standards which: (a) is reasonably expected to endanger life or property; or (b) poses a potential safety risk to any City employee or contractor or to the general public.
85. **Safety Violation Assessment Charge** means the charge payable by an Network Provider for a Safety Violation as described in Appendix H.
86. **Service Pole** means a Pole, other than a Municipally Owned Utility Pole, owned or operated by the City and located in a Public Right-of-Way, including:
  - (a) A Pole that supports traffic control functions;
  - (b) A structure for signage;
  - (c) A Pole that supports lighting, other than a decorative pole; and
  - (d) A Pole or similar structure owned or operated by the City and supporting only Network Nodes.
87. **Service Pole Fee** means the charge applicable to a Licensee for the use of space on the City's Service Poles for the placement of a Wireless Installation; the term does not include the Network Node Fee under applicable law for use of the Public Rights-of-Way within the City for the installation of Network Nodes or other facilities.
88. **Sign** shall mean any device, display, flag, plaque, poster, design, painting, drawing or graphic that is intended or used to convey a message.
89. **State Maintained Highway** shall mean a road or highway built, maintained, or repaired by the State of Texas, including without

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limitation. Highway 6 (Earl Rudder Freeway) and frontage road, Highway 21 (San Jacinto), Farm to Market Road 158 (William Joel Bryan), Spur 308 (South College from Sulphur Springs to College Station City limits), Highway 6 Business (Texas Avenue), Farm to Market 974 (Tabor Road from Wilkes Street east to City limits), Farm to Market 1179 (Villa Maria from Briarcrest to west City limits and Briarcrest to east City limits), Highway 47 (from south City limits to Highway 21), Farm to Market 1687 (Sandy Point Road), Farm to Market 1688 (Leonard Road from Farm to Market 2818 to Highway 47, and Farm to Market 2818 (Harvey Mitchell Parkway from south City limits to Highway 6).

90. **Streetlight Pole** means a pole structure of a non-decorative nature, owned by BTU, which is not part of the electric distribution system but with a primary function of supporting equipment used to provide overnight streetlight service or all night area light service and which is capable of supporting a Wireless Installation, but excluding any Mid-span Installations.
91. **Tag** means to place a distinct marker within twelve inches (12") of a Service Pole or Node Support Pole on the wires and cables, coded by number, color, or other means that will readily identify the owner of the Network Node as set forth at Appendix K. The Tag shall be consistent with accepted communications industry standards.
92. **Tagging Plan** means a written plan developed by a Network Provider at the request of the City to address and remedy untagged or incorrectly tagged Network Nodes.
93. **Telecommunications Services** means that definition provided at 47 U.S.C. §153(53), including any revisions to that definition.
94. **Transmitter** means any electronic device which purpose is to generate, amplify, and/or control, radio frequencies.
95. **Transport Facility** means each transmission path physically within the Public Rights-of-Way, extending with a physical line from a Network Node directly to the network, for the purpose of providing backhaul for Network Nodes.
96. **Unauthorized Network Node** means any Network Node or Node Support Pole (a) for which the Network Provider failed to obtain a Permit; or (b) which is not in compliance with the requirements of the Permit issued for said Network Node or Node Support Pole. A Network Node or Node Support Pole installed by an entity that failed to execute a Wireless Installation Agreement or installed after the expiration or termination of a Wireless Installation Agreement shall also be considered an Unauthorized Attachment.

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- 97.** **Unauthorized Network Node Charge** means the charge payable by an Network Provider for Unauthorized Network Nodes as described in Appendix H.
- 98.** **Utility Pole** means a Pole that provides:
- (a) Electric distribution with a voltage rating of not more than 34.5 kilovolts; or
  - (b) Services of a telecommunications provider, as defined by Section 51.002, Utilities Code.
- 99.** **Wireless Equipment** means any FCC-authorized radio equipment components owned by Network Provider used for a Network Node, including Antennas, Remote Radio Heads, Transmitters, transceivers, and related equipment on a Pole-mounted Network Node.
- 100.** **Wireless Equipment Area** means the space on a Service Pole or Node Support Pole comprising of the area where the following components of a Pole-mounted Network Node are located: (a) Antenna Area; (b) Wireless Equipment Cabinet(s) which may include Remote Radio Heads; (c) Electricity Network Interface Device; and (d) Backhaul Network Interface Device. For a Network Node utilizing the Pole Top Space, the Wireless Equipment Area will not include the Antenna Area.
- 101.** **Wireless Equipment Cabinet** means a weather-tight enclosure that houses Network Node equipment and components. Wireless Equipment Cabinets are inventoried Network Node components. Subject to the further provisions of these Standards and Chapter 284, Local Government Code, a Wireless Equipment Cabinet, together with all other equipment associated with a Network Node (a) attached to a Service Pole or Node Support Pole shall not exceed 28 cubic feet, be taller than five feet, nor protrude from a Pole more than two feet; or (b) ground-based shall not be greater than three feet six inches in height, width, or depth.
- 102.** **Wireless Installation License Agreement** or **Wireless Installation Agreement** means an agreement between the City and a Network Provider providing the terms and conditions of access to the Public Rights-of-Way and to City Service Poles.
- 103.** **Wireless Installation Permit Application** or **Application** means the form(s), provided in Appendix B, a Network Provider is required to submit to the City, along with all applicable documents, as part of a complete Application in order to request a Permit to install a Network Node on a Service Pole.

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- 104.** **Wireless Installation Permit** or **Permit** means the City-promulgated permit that is the product of an approved Wireless Installation Permit Application allowing access to a City Service Pole in the Public Rights-of-Way for the installation of a Network Node.
- 105.** **Wireless Installation Program** means the development, implementation, and operation of the City Wireless Installation Program and Pole Attachment Standards including but not limited to the execution of applicable Wireless Installation Agreement, review of Applications, completion of appropriate Make-Ready Work, inspection of Make-Ready Work, issuance of Permits, coordination of network deployments and expansions, resolution of conflicts and disputes, provision of applicable invoices, conducting workshops, accepting stakeholder input, amending the Standards as appropriate, enforcing the Standards, conducting Inventories, and all other general program administration and duties.
- 106.** **Wireless Interference** means the material adverse effect of unwanted energy due to one or a combination of emissions, radiations, or inductions upon reception in a pre-existing radio communication system, manifested by any material performance degradation, misinterpretation, or loss of information which could be extracted in the absence of such unwanted energy.
- 107.** **Wireless Project Area** means a defined urban or suburban geographical area identified by a Network Provider for the deployment of one or more Network Nodes utilizing the same technology at each installation in order to provide, or enhance the provision of, Wireless Service. A Wireless Project Area shall consist of a small portion of the overall service area covered by the Network Provider on whose behalf the Network Nodes are deployed, and is not considered part of a Deployment Plan.
- 108.** **Wireless Service** means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.
- 109.** **Wireless Service Provider** means a person that provides Wireless Service to the public.

**B. Registration of Entity**

- 1. Initial Registration Information.** Before executing a Wireless Installation Agreement, a Requestor must submit a complete the *City of Bryan Network Provider Registration & Annual Reporting Form*, whose web link is provided in Appendix A, to City of Bryan. The Network Provider Registration & Annual Reporting Form must indicate:

- a) Corporate name of the Requestor;

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- b) Corporate contact information;
- c) Contact information for a primary liaison and an escalation list of company personnel responsible to respond to any operational requests from City of Bryan;
- d) Whether the entity holds a certificate from the Public Utility Commission of Texas (PUCT); and
- e) If the entity has been granted a franchise, license agreement, permit or ordinance by the City of Bryan or a suburban city within the City of Bryan service area.
- f) If the Requestor is an Infrastructure Provider, identify the name and contact information of the Infrastructure Provider's Wireless Service Provider customer under contract with Requestor.

Where applicable, the Network Provider shall provide with the Network Provider Registration & Annual Reporting Form copies of a PUCT certificate, any franchise or license agreements, permits, or ordinances, or other evidence of authority to enter or use the Public Rights-of-Way within the City of Bryan, including certification that the Network Provider intends to operate under Chapter 284, Local Government Code. City of Bryan shall have no obligation to execute a Wireless Installation Agreement or approve an Application for a Permit within any part of its service area to any Network Provider that has not been granted the right to use Public Rights-of-Way for the installation of Network Nodes or Node Support Poles.

- 2 **Updates to Registration Information.** Pursuant to Section II.F, the Network Provider Registration & Annual Reporting Form must submitted to City of Bryan as part of the completion of an Network Provider Registration & Annual Reporting Form, at least annually thereafter, and as changes in Network Provider's information warrant. The Network Provider has an obligation and duty to maintain the accuracy of the information in the Network Provider Registration & Annual Reporting Form at all times. ***City of Bryan is not obligated to contact any person not listed on the Network Provider Registration & Annual Reporting Form.***

## **C. Execution of Wireless Installation Agreement**

Every registered Network Provider must execute a Wireless Installation Agreement that incorporates these Standards by reference, and City of Bryan must countersign such agreement(s), before the Network Provider may submit an Wireless Installation Permit Application. Except as otherwise set out herein, an Application must be submitted in compliance with these Standards for every new Wireless Installation that a Network Provider seeks to make to a City of Bryan Service Pole.

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City of Bryan may approve or deny an Application, in whole or in part, for reasons of safety, reliability, or insufficient Capacity that cannot be resolved in a manner consistent with the Applicable Engineering Standards, and subject to the conditions, processes, and timelines outlined in these Standards. The uninterrupted processing of a Network Provider's Application is contingent on the timely payment of invoices for Wireless Installations and compliance with the requirements and specifications of these Standards.

The issuance of a Permit is the only means for securing the privilege to make a Wireless Installation to any City of Bryan Service Pole.

- 1. Agreements Required for Wireless Installations.** A Wireless Installation may only be attached to a Service Pole pursuant to a Wireless Installation Agreement. Any Wireless Installation not covered by a Wireless Installation Agreement found mounted onto a Service Pole shall be considered an Unauthorized Wireless Installation subject to Unauthorized Wireless Installation Charges and any other sanctions specified herein.
- 2. Standards Applicable Regardless of Effective Agreement.** Upon their effective date, these Standards shall be applicable to all Wireless Installations and related Communication Facilities of a Network Provider whether or not the Network Provider is a party to a valid and existing Wireless Installation Agreement. Any Wireless Installations in place at the time the corresponding Wireless Installation Agreement expires or terminates, as well as any additional Unauthorized Wireless Installations installed subsequent to such expiration or termination but prior to the execution of a successor agreement, will be subject to these Standards. Upon execution of a successor Wireless Installation Agreement, these Standards will remain in effect and shall be incorporated into the contractual terms in such successor agreement(s). This Section is not intended to supersede, eliminate, or substitute any contractual protections or duties included in such successor agreement(s).

#### **D. Specify Type of Attachments**

When submitting an Application for a Permit, the Network Provider must specify the Application is for a Wireless Installation on a Service Pole.

No person or entity is authorized to install a Wireless Installation to a Service Pole without first executing the appropriate Wireless Installation Agreement; submitting a complete Application; and securing and receiving a Permit for the Wireless Installation contemplated.

#### **E. Termination of Permit**

- 1. Automatic Termination of Permit.** Any Permit issued pursuant to these Standards shall automatically terminate when the Network Provider ceases

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to have authority to construct and operate its Communications Facilities and/or Wireless Installations on public or private property, including federal property, at the location of the particular Service Pole authorized by the Permit.

- 2     **Surrender of Permit.** A Network Provider may at any time surrender any Permit and remove the corresponding Wireless Installation(s) from the affected Service Pole(s); provided, however, that before commencing any such removal, the Network Provider must provide a twenty-one (21) calendar day advance written notice and sketch of the facilities to be removed to City of Bryan, including the name of the Network Provider or other qualified contractor performing such work and the date and time during which such work will be undertaken and completed. All such work is subject to the insurance requirements of the corresponding Wireless Installation Agreement. No refund of any fees or costs paid to City of Bryan will be made upon removal.

If a Network Provider surrenders such Permit pursuant to the provisions of this Section, but fails to remove its Wireless Installations from City of Bryan's Facilities within sixty (60) calendar days thereafter, City of Bryan shall have the right to remove the Wireless Installations at the Network Provider's expense.

## **F. Annual Reporting Requirements**

As required by Section II.B.2, Network Providers must submit an update to the Network Provider Registration & Annual Reporting Form on or before December 31, 2018, and on or before December 31 of each year thereafter. Concurrently with submitting the updated Network Provider Registration & Annual Reporting Form, the Network Provider shall report the following to City of Bryan:

1.     **List of Installations.** The Network Provider shall provide a list of specific Service Poles (by City of Bryan Pole number, if available) on which the Network Provider has installed during the previous twelve (12) month reporting period new Wireless Installations or any other facility for which no Permit was required under these Standards.
2.     **List of Non-Functional Network Nodes.** The Network Provider shall provide a list of all Wireless Installations or other equipment that have either become non-functional, surrendered, or for which the Network Provider is no longer paying the annual Wireless Installation Fee during the previous twelve (12) month reporting period. The report shall identify the specific Service Pole (by City of Bryan Pole number, if available) on which the nonfunctional Wireless Installation, or other equipment is located and provide a description of the nonfunctional equipment.

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3. **Removed Equipment.** The Network Provider shall provide a list of all Wireless Installations or other equipment removed (and not replaced by substantially similar equipment) from specific Service Poles (by City of Bryan Pole number, if available) during the previous twelve (12) month reporting period. The report shall identify the Service Pole from which the equipment was removed, a description of the removed equipment, and indicate the approximate date of removal. This requirement does not apply where the Network Provider surrenders a Permit.
4. **Emergency Contact.** The Network Provider shall maintain current at all times the emergency contact information required by the Wireless Installation Agreement, along with contact information for their Network Operations Center.
5. **Failure to Report.** Failure of a Network Provider to provide City of Bryan the updated Network Provider Registration & Annual Reporting Form required herein within forty-five (45) calendar days following issuance of written notice of the failure to comply timely with the annual reporting requirements of this Section shall result in City of Bryan suspending all work on the Network Provider's pending Applications or which may be submitted after the suspension date. Within five (5) business days of City of Bryan receiving the updated Network Provider Registration & Annual Reporting Form, City of Bryan shall resume processing the Network Provider's Applications in the order that they were initially received by City of Bryan.
6. **Demonstration of Correct Transport Services Fees Payment.** The Network Provider shall demonstrate in its Annual Report that all Transport Service Fees authorized under Section 284.055, Local Government Code, have been paid either by the Network Provider or another provider of Transport Services to the Network Provider.
7. **Right to Audit.** City of Bryan reserves the right to perform an audit on any annual reporting required herein to validate the information provided. Failure to provide accurate reporting will subject the Network Provider to the sanctions provided for a failure to report.

## **G. Notices**

1. **Notice of Revisions to the Pole Attachment Standards.** City of Bryan shall publish any proposed revisions to these Standards on the City of Bryan public website. City of Bryan shall also send electronic notice to the primary contact and email address for each Network Provider provided in the Network Provider Registration & Annual Reporting Form. City of Bryan is under no obligation to contact anyone other than the primary contact provided with regard to notices under this Section. City of Bryan shall

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enforce and a Network Provider shall adhere to the revised Standards for new Applications on their effective date. Notwithstanding the previous sentence, no revisions to the Applicable Engineering Standards shall be retroactive to existing permitted Wireless Installations, unless required by City, county, state, or federal law or if the Wireless Installation is modified after the effective date of the revised Standards. If a Wireless Installation is modified, including without limitation moved, upgraded, repaired, or replaced, the Wireless Installation shall immediately become subject to the Standards then in effect. City of Bryan shall publish proposed revisions to the Standards not less than forty-five (45) calendar days prior to their effective date.

Any amendment to the Standards shall apply to an Application submitted on or after the amendment becomes effective as per the schedule below:

City of Bryan will conduct an annual workshop for the benefit of all Network Providers during the month of December. During this workshop City of Bryan and the Network Providers may discuss overall implementation of the Standards, including proposals for making amendments to improve operations, procedures, and/or administration of City of Bryan's Wireless Installation Program. All proposals for either Revisions to the Standards proposed by City of Bryan will be discussed at a quarterly workshop prior to publication.

**2      Process to Request Revisions to the Standards.** An Network Provider may formally request a revision to the Standards by:

- a) Completing the City of Bryan Pole Attachment Standards Revision Request (PASRR) form, a copy of which is whose web link is provided in Appendix B and available for download at the City of Bryan Pole Attachment website;
- b) Submitting the completed PASRR to City of Bryan;
- c) City of Bryan shall review a properly completed PASRR form received and will publish the PASRR on the Pole Attachment webpage for stakeholder comments for a minimum of thirty (30) calendar days.
- d) Network Providers and other interested stakeholders may submit comments, including proposed substitute language within the thirty (30) calendar day comment period. Comments are to be submitted to City of Bryan using the PASRR Comment form, a copy whose web link is provided in Appendix B and available for download on the City of Bryan Pole Attachment website;

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- e) Within thirty (30) calendar days following the end of the comment period, City of Bryan will publish its rationale and decision to accept, modify, or reject the PASRR either in-part or in-whole. City of Bryan reserves the right to extend the time period for stakeholder comments or the period to respond to stakeholder comments. In the event of such extension, City of Bryan will notify stakeholders by posting such notice of extension on the Pole Attachment website.

## H. Scope of Standards

1. **Grant of Permit.** The issuance of a Permit by City of Bryan authorizing the placement of a Wireless Installation on a Service Pole, pursuant to the provisions of these Standards, will operate to grant the Network Provider a revocable, nonexclusive license to install and maintain the Wireless Installation on a specific Service Pole. The grant of a Permit entitles the Network Provider to the quiet enjoyment of its Wireless Installation subject to all requirements of these Standards, including the procedures for the transfer or relocation of such Wireless Installation.
2. **Duties and Obligations under Standards.** These Standards set out the duties and obligations of City of Bryan and a Network Provider regarding the processing of an Application, issuance of a Permit, compliance with Applicable Engineering Standards, and administration of a Wireless Installation on a Pole during the entire lifecycle of the Wireless Installation.
3. **Permit Issuance Conditions.** City of Bryan will issue a Permit to a Network Provider when there is sufficient Capacity to accommodate the requested Wireless Installation, and the corresponding Application complies with all Applicable Engineering Standards. City of Bryan may deny a Permit on a nondiscriminatory basis where there is insufficient Capacity or for reasons of safety, reliability, or as set forth in the Applicable Engineering Standards. City of Bryan shall provide the specific nondiscriminatory reasons for denial of an Application in writing with the rejected Application.
4. **No Interest in Property.** No use, however lengthy, of any City of Bryan Facilities, and no payment of any fees or charges required under these Standards or the Wireless Installation Agreement or otherwise, shall create or vest in a Network Provider any easement or other ownership or property right of any nature in any portion of such City of Bryan Facilities.
5. **Non-Exclusivity.** A Permit granted to a Network Provider under these Standards is non-exclusive and shall have no effect or take legal precedence over any Permit, rights, or other privileges granted by City of Bryan to any other entity to use a City of Bryan Pole or other City of Bryan Facilities.

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- a) No Network Provider is entitled to reserve or schedule space on any Service Pole, other than pole space for which a Permit has been granted.
  - b) An approved Permit is subject at all times to City of Bryan's right to provide core City services, including the provision of all internal communications essential to the proper operations of such core City services, using its Service Poles.
  - c) The issuance of a Permit by City of Bryan grants only a license and no possessory interest to a specific Service Pole, or to any space on such Pole.
- 6. City of Bryan's Rights Over Service Poles.** The granting of a Permit does not in any way limit City of Bryan's right to locate, install, operate, maintain, relocate and/or remove its Service Poles in the manner and at the time that will best enable it to fulfill its core City service requirements. City of Bryan reserves to itself the right to maintain City of Bryan Service Poles and other City of Bryan Facilities and to operate its facilities thereon in such manner as shall enable City of Bryan to fulfill its own City service obligations and requirements.
- 7. Restoration of City of Bryan Service.** City of Bryan's service restoration requirements shall take precedence over any and all work operations of any Network Provider on City of Bryan's Service Poles. City of Bryan may relocate, replace, or remove a Network Provider's Wireless Installations, transfer them to substituted poles or perform any other work in connection with such Wireless Installations that City of Bryan deems necessary in order to safely and efficiently restore City services. City of Bryan shall not be liable to a Network Provider for any actions City of Bryan takes pursuant to this Section. The affected Network Provider shall reimburse City of Bryan for the expenses that City of Bryan incurs relating to such work within forty-five (45) calendar days of the date City of Bryan issues an invoice for such work.
- 8. Permitted Uses.** Wireless Installations shall only be used for the provision of Wireless Services. A Network Provider is not permitted to install a Wireless Installation on behalf of any other party, sublease a Wireless Installation to any other party, or install any Wireless Installation devices belonging to a third-party, on a City Service Pole regardless of whether the third-party is an Affiliate of an Network Provider, unless both the Network Provider and the third party have registered and executed a Wireless Installation Agreement with City of Bryan. Specifically, Infrastructure Providers are required to identify their contracting Wireless Service Providers in compliance with Section II.B.1 and such Wireless Service Providers shall be required to execute their own Wireless Installation

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Agreement. Any use of a Wireless Installation other than as specified herein, shall be considered a Unauthorized Wireless Installation subjecting the non-compliant Network Provider to enforcement action by City of Bryan, including:

- a) Suspension of the processing of any further Applications submitted by the Network Provider pending resolution of the unauthorized use;
- b) Revocation of previously granted Permits; and
- c) Contractual claims under the Wireless Installation Agreement, as appropriate.

**9. Expansion of Capacity.** City of Bryan will expand Service Pole Capacity, at an Network Provider's expense, when necessary to accommodate a Wireless Installation approved pursuant to the issuance of a Permit, and when consistent with local governmental land use requirements of general applicability and the Applicable Engineering Standards. Notwithstanding the foregoing sentence, City of Bryan is under no obligation to install, retain, extend, or maintain any Service Pole for the benefit of a Network Provider when such pole or system of poles is not needed for City of Bryan's core City service requirements.

**10. Reserved Capacity.** At the time that City of Bryan receives an Application, City of Bryan, to the extent information is known at that time by City of Bryan, may communicate to the requesting Network Provider City of Bryan's obligation to reserve space on a Pole as Reserved Capacity for its own future use in accordance with a *bona fide* City service expansion or improvement plan that reasonably and specifically projects a need for that space for the provision of its core City services, including any and all associated internal communications. Reserved Capacity shall be made available for use by an Network Provider consistent with these Standards and this Section until City of Bryan has a need for such Reserved Capacity.

- a) City of Bryan may reclaim the Reserved Capacity if required for City of Bryan's use at such time by giving the Network Provider at least ninety (90) calendar days' advance notice. City of Bryan shall give the Network Provider the option to remove its Wireless Installation from the affected Pole or to pay for the cost of any Make-Ready Work needed to expand Capacity so that the Network Provider may maintain its Wireless Installation on the affected Service Pole as provided below.
- b) City of Bryan may require an Network Provider to remove its Wireless Installation from the affected Service Pole if the Network Provider does not opt to pay for the cost of Make-Ready Work needed to expand Capacity within forty-five (45) calendar days of City of Bryan issuing notice that City of Bryan requires use of the Reserved

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Capacity. City of Bryan may remove the Wireless Installation if the Network Provider fails to remove it from the affected Service Pole within ninety (90) calendar days of City of Bryan issuing notice that City of Bryan requires use of the Reserved Capacity. City of Bryan shall invoice the affected Network Provider for the actual cost that City of Bryan incurs for such removal, and the Network Provider shall pay such invoice no later than forty-five (45) calendar days following issuance of invoice.

- c) If City of Bryan reclaims Reserved Capacity for which a Network Provider has received a Permit and paid for Make-Ready Work, but the installation of the Wireless Installation is not complete, City of Bryan shall refund all payments made by the Network Provider for the Application Fee and Make-Ready Work on the affected Service Pole.

**11. Reserved**

**I. Fees and Charges**

- 1. General.** All Network Providers shall be subject to the City of Bryan Schedule of Wireless Installation Rates, Fees, and Charges as specified in Appendix H, as may be amended, and shall comply with the terms and conditions specified herein.

- a) Wherever City of Bryan is required to perform any work related to the Wireless Installation Program on behalf of a Network Provider, City of Bryan, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work. Invoices submitted directly to a Network Provider from a City of Bryan contractor shall be treated as if the invoice was issued from City of Bryan pursuant to these Standards.
- b) Wherever a Network Provider is required to pay for such work done or contracted by City of Bryan, the charge for such work shall include all reasonable material, labor, travel, engineering, administrative, and applicable overhead costs, other than those costs compensated by payment of the applicable Application Fee.
- c) No rates, fees, and/or charges specified in Appendix H shall be refunded on account of any surrender of a Permit.
- d) All Network Providers shall pay City of Bryan or its contractor in accordance with the terms of this Section and Appendix H.
- e) If City of Bryan or its contractor does not receive payment from a Network Provider for any amounts owed within forty-five (45)

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calendar days after it becomes due, the Network Provider shall pay in addition to the initial amount, interest to City of Bryan at the rate of one and 50/100 percent (1.50%) simple interest per month (or such lesser rate as may be allowed by law) on the amount due beginning from the first of the month following the forty-five (45) calendar days until the payment is made. Should payment not be received within sixty (60) days following the due date, City of Bryan shall suspend the processing of the Network Provider's Applications until payment is paid in full.

- f) Excluding invoices for the annual Network Node Fee or the annual Service Pole Fee, if a Network Provider disputes an invoice from either City of Bryan or its contractors, the Network Provider shall within fifteen (15) days of receipt of the invoice provide City of Bryan written notice of its intention to dispute the invoice. This notice shall include:
  - (i) a copy of the invoice being disputed;
  - (ii) a detailed description of the disputed amounts;
  - (iii) all documentation to support the Network Provider's claim of dispute; and
  - (iv) any legal basis for the claim of dispute.

Within ten (10) days of receipt of the written notice of dispute, City of Bryan will arrange a meeting or teleconference with the Network Provider to begin discussions regarding the dispute in accordance with the conflict resolution provisions provided in herein.

The invocation of a dispute by an Network Provider does not relieve the Network Provider from timely payment of the invoice. If City of Bryan and the Network Provider reach agreement on an amount less than the invoiced amount under dispute and paid under protest or dispute, City of Bryan, or its contractor, shall either reimburse or provide future credit to the Network Provider in accordance with the agreement of the parties provisions.

- g) Nonpayment of a non-disputed amount invoiced by City of Bryan or its contractor and due beyond ninety (90) days shall subject an Network Provider to escalating enforcement action, including but not limited to:
  - (i) Suspension of the processing of any further Applications submitted by the non-compliant Network Provider pending receipt of payment;

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- (ii) Potential contractual claims; and
  - (iii) Termination of the Wireless Installation Agreement, as appropriate.
- h) Entity shall make full payment consistent with the timeframe required by these Standards and shall designate payment as “PAID UNDER PROTEST.” Failure to contest or otherwise dispute an invoice within sixty (60) calendar days of receipt shall be deemed to be acceptance by the Network Provider.
  - i) Failure to pay an invoice for the annual Network Node Fee or the annual Service Pole Fee in full based on any allegation that City of Bryan has improperly applied or calculated the Network Node Fee or the annual Service Pole Fee shall not constitute a legitimate basis for disputing any invoice (other than arithmetic errors that should be brought to City of Bryan’s immediate attention). The proper forum for making such allegations is a regulatory agency or court of competent jurisdiction.

**2      Application Fee and Make-Ready Engineering Review.**

- a) Each Network Provider shall be invoiced an Application Fee to compensate City of Bryan for the cost of administrative and other work required to manage the Application process not directly reimbursed by an Network Provider through other Make-Ready Work charges. The appropriate Application Fee, set forth in Appendix H, shall be paid to the City of Bryan at the time the Application is submitted. If the Network Provider fails to pay the Application Fee upon submission, the Application shall be deemed incomplete. As a result, City of Bryan will not process the Application or any subsequent Application(s) for which no Application Fee has been submitted.
- b) A Network Provider shall reimburse City of Bryan for its actual costs to complete the Application process, including the Make-Ready Engineering review, described in Section IV and Section V. City of Bryan shall invoice each Network Provider for the work completed in processing the Network Provider’s Applications on a monthly basis. If the Network Provider fails to pay the Make-Ready Engineering costs within forty-five (45) calendar days following issuance of the invoice, City of Bryan will (i) suspend processing of the Network Provider’s pending Applications and any subsequent Applications; and/or (ii) revoke the Permits issued under the Applications for which Make-Ready Engineering review charges have not been paid. Upon full payment, City of Bryan will resume

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processing and restore any Permits which may have been revoked under this Section.

- c) In the event that an Application is submitted by a Network Provider and then is subsequently cancelled, the Network Provider shall forfeit the Application Fee submitted with the cancelled Application. The Network Provider shall also reimburse City of Bryan for the costs incurred up to the date of cancellation. Should City of Bryan cancel the Application pursuant to its rights under these Standards, City of Bryan will reimburse the Application Fee to the Network Provider.

- 3. **Advance Payment for Make-Ready Construction.** Where Make-Ready Construction is required, the Network Provider is required to make advance payment for the Make-Ready Construction as set forth herein. All required Make-Ready Construction must be completed before an Network Provider shall install any Wireless Installation. City of Bryan shall provide an invoice and request authorization for the Make-Ready Construction by submitting to the Network Provider the completed *City of Bryan Authorization for Make-Ready Work* form, the web link for which is provided in Appendix B. The estimate provided in the *City of Bryan Authorization for Make-Ready Work* form shall be valid for fifteen (15) days of issuance. Should the Network Provider not indicate its acceptance within the fifteen (15) day time-frame, the Application shall be deemed cancelled. If approved by the Network Provider, the Network Provider shall pay City of Bryan pursuant to the terms of *City of Bryan Authorization for Make-Ready Work* and Section II.I.1. City of Bryan will not schedule or release to construction any Make-Ready Construction work on behalf of an Network Provider until the advance payment is received in full by City of Bryan.

- a) As provided in this Section II.I.3, City of Bryan will require advance payment of estimated expenses for Make-Ready Construction. City of Bryan may perform a true up of costs for work orders closed and the following will apply:
  - (i) To the extent that the actual costs of the work order exceeds the advance payments of estimated expenses, the Network Provider shall pay City of Bryan for the net difference in costs; or
  - (ii) To the extent that the actual costs of the work order is less than estimated costs, City of Bryan will refund to the Network Provider the net difference in costs.

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In either event, City of Bryan shall either invoice or refund the appropriate costs to the Network Provider within sixty (60) days following the close of each quarter.

- b) For any actual costs incurred by City of Bryan that are not reflected in the work order costs for any reason, an estimated cost will be determined by City of Bryan and added to the actual work order costs in order to account for these costs during the true up process.

**4. Annual Network Node Fee, Service Pole Fee.** City of Bryan shall invoice the annual Network Node Fee and the Service Pole Fee to each Network Provider having permitted Wireless Installations no later than December 31 of each year. The invoice shall set forth the total number of Wireless Installations installed in the Public Rights-of-Way, including the number of Wireless Installations Installed on Service Poles as of December 1 of the then current year. The Network Provider shall pay the annual invoice for the Network Node Fee and the Service Pole Fee as specified in Section II.1.1. Failure to make timely payment of the invoice in full will result in the suspension of processing any further Applications for Wireless Installations submitted by the Network Provider pending receipt of payment.

- a) The Network Node Rate shall be calculated by City of Bryan on an annual basis.
- b) City of Bryan will make available on its Pole Attachment webpage relevant information and inputs required for calculating the Wireless Rate.

**5. Unauthorized Wireless Installations.** The installation of Unauthorized Wireless Installations poses an increased risk to City of Bryan personnel, the public, and legitimate Wireless Installations of other Network Providers. City of Bryan shall issue a Notice of Unauthorized Wireless Installations, a copy of which is whose web link is provided in Appendix B, promptly upon discovery to the Network Provider that owns such Wireless Installations pursuant to Section III.E. Such notice shall include the specific location of the Unauthorized Wireless Installation and type of Wireless Installation.

- a) A Network Provider may dispute City of Bryan's determination by providing the Wireless Installation's Permit or approved Application from City of Bryan within forty-five (45) calendar days of City of Bryan's issuance of notice.
- b) City of Bryan will invoice for any Unauthorized Wireless Installation identified by the terms and conditions of this Section, Section III.E, and Appendix H. Any Unauthorized Wireless Installation Charges shall be paid within forty-five (45) calendar days upon issuance of invoice.

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- c) If the Network Provider fails to pay the Unauthorized Wireless Installation Charges within forty-five (45) calendar days following issuance of the invoice, City of Bryan shall thereon immediately discontinue the processing of any pending and subsequent Applications until the invoice is paid in full, and may pursue such other and further enforcement remedies as it may have available.
- 6. **Other.** City of Bryan may invoice other fees or penalties, described in Appendix H, pursuant to the Wireless Installation Agreement and these Standards.

## **J. Claims**

- 1. **Claims for Damages to City of Bryan Facilities**
  - a) The City of Bryan Risk Management Department shall be responsible for investigating and resolving claims for damages to City of Bryan Facilities caused by a third-party, including an Network Provider, its contractors, subcontractors, or agents.
  - b) A Network Provider shall be responsible for immediately notifying City of Bryan of any damages to City of Bryan Facilities resulting from the Network Provider's construction activities, including the activities of its contractors, subcontractors, or agents.
  - c) In the event City of Bryan Facilities are damaged by an Network Provider, its contractors, subcontractors, or agents, the City of Bryan Risk Management Department will tender to the Network Provider at fault a third-party claim for damages.
  - d) The Network Provider is responsible for making City of Bryan whole and for reimbursing all third-party claims associated with damages to City of Bryan Facilities resulting from the installation, operation, maintenance, transfer, relocation, removal, failure, or forceful detachment of a Wireless Installation whether caused by the Network Provider, its contractors, subcontractors, or agents, or by any unaffiliated third-party.
- 2. **Upon Receipt of Claim**
  - a) Upon receiving notification of damages to City of Bryan Facilities, whether by the Network Provider or from another source, a claims file will be opened and a City of Bryan claims representative will be assigned to the file.
  - b) The Network Provider will be timely notified of the claim for damages to City of Bryan Facilities and will be advised that an

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internal investigation has commenced, and will be provided with a preliminary assessment of the damages to City of Bryan Facilities.

- c) An internal investigation will be completed by City of Bryan to determine liability for all claims for damages to City of Bryan Facilities. Utilizing industry standard claims software to create a record of the claims process, the assigned adjuster will investigate the claim and gather relevant facts and documentation. All of the gathered information will be compiled by the licensed adjuster and analyzed to determine liability and the total amount of damages.
- d) Once a determination of liability is made regarding the claims for damage to City of Bryan Facilities, a claims representative will notify the Network Provider in writing and provide a Collection Notice Letter stating the amount of damages owed to City of Bryan, and the Network Provider will have an opportunity to respond.

**3. Dispute of Claim.**

- a) In the event liability is disputed for a claim of damages to City of Bryan Facilities, the Network Provider must submit a Notice of Dispute Form, a copy of which is provided as Appendix C, to the City of Bryan Risk Management Department within five (5) business days of receiving City of Bryan's tender explaining the reason for the disputing liability and providing documentary support for the dispute. Dispute of a claim shall not be capricious nor will assumption of responsibility be unreasonably withheld.
- b) An Network Provider may conduct its own independent investigation of any claims for damage to City of Bryan Facilities. City of Bryan shall cooperate with the Network Provider's claims investigator. City of Bryan shall consider the findings of the Network Provider's investigation provided that the investigation is completed within forty-five (45) calendar days of the Network Provider submitting to City of Bryan a Notice of Dispute Form.
- c) The City of Bryan Risk Management Department may assign the dispute to an internal independent review panel which will provide a de novo review of the claim file including, the Notice of Dispute Form, and any supporting documentation submitted by the Network Provider. City of Bryan will notify the Network Provider of the final determination of liability within thirty (30) calendar days

**4. Payment of Claims.**

- a) In the event the final determination is one of liability on the part of the Network Provider, City of Bryan will send a Collections Notice

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Letter. Upon receipt of the Collections Notice Letter, the Network Provider must remit payment with twenty (20) calendar days to the following address:

City of Bryan  
Fiscal Services (Damage Payment)  
P.O. Box 1000  
Bryan, Texas 77805

- b) The correspondence accompanying payment must include the City of Bryan claims number associated with the file.

**5. Failure to Pay Claims.**

- a) Failure to timely pay a non-disputed claim or otherwise follow these claim procedures shall constitute violation of these Standards and will result in the suspension of any existing Applications and rejection of any future Applications submitted by the Network Provider until such time as the claim has been satisfied and closed.
- b) If a non-disputed payment is not timely received, City of Bryan will seek reimbursement under the Network Provider's performance bond.
- c) City of Bryan reserves the right to refer collection on any unpaid outstanding claims to a collections agency and/or legal counsel.

**K. Compliance with Wireless Installation Standards & City of Bryan Enforcement**

- 1. **Expectation of Compliance.** Pursuant to the Wireless Installation Agreement, each Network Provider shall fully comply with the terms and conditions set forth in these Standards as a condition to receive a Permit from City of Bryan.
- 2. **Enforcement of Standards.** Pursuant to the Wireless Installation Agreement, City of Bryan reserves all rights available to City of Bryan under these Standards or said agreement to enforce compliance with these Standards in a non-discriminatory manner by all Network Providers. Further, City of Bryan will enforce these Standards in a non-discriminatory manner on any Network Provider regardless of the status of the Wireless Installation Agreement with City of Bryan.
- 3. **Safety Violations & Safety Violation Assessment Charge.**

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- a) If during an Inspection or otherwise, City of Bryan determines that one or more of a Network Provider's Wireless Installations, or any part thereof, are installed, used, or maintained in such a manner as to create one or more Safety Violations, City of Bryan shall promptly notify the Network Provider in accordance with the provisions of Section II.B.2 by issuing a Notice of Safety Violation, a copy of which is whose web link is provided in Appendix B. Network Provider shall correct the Safety Violation(s) as soon as possible, but no later than five (5) calendar days from City of Bryan's issuance of such notice.

If following City of Bryan's verification the Safety Violation has not been cured within the five (5) calendar day period:

- (i) City of Bryan may correct said conditions. City of Bryan will attempt to notify the non-compliant Network Provider in writing prior to performing such work whenever practicable. Should City of Bryan determine the Safety Violation poses an Emergency, interferes with the performance of City of Bryan's service obligations, or poses an immediate threat to the physical integrity of City of Bryan Facilities, City of Bryan may perform such work or take such action as it deems necessary without first giving written notice to the Network Provider. As soon as practicable thereafter, City of Bryan will advise the Network Provider of the work performed or the action taken. The Network Provider shall be responsible for all costs incurred by City of Bryan in taking action pursuant to this Section II.K. City of Bryan will facilitate the resolution of responsibility for violations in the event that multiple Network Providers are on the same Pole.
- (ii) Pursuant to Section II.K.3.a, City of Bryan will impose a ten percent (10%) surcharge on its costs of conducting any work to correct or remedy a Safety Violation.
- b) Following the correction of the Safety Violation(s), City of Bryan shall issue a Notice of a Safety Violation Assessment Charge, the form of which is in Appendix B, to the Network Provider, as provided in Appendix H for each Safety Violation(s) noted.
- c) The Network Provider may dispute responsibility for such Safety Violation Assessment Charge within fifteen (15) calendar days of City of Bryan's issuance of notice. City of Bryan and the Network Provider shall meet within fifteen (15) days of City of Bryan receiving the notice of dispute to review all relevant facts and work towards an agreement on the question of responsibility of the Safety

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Violation(s). City of Bryan will provide its determination of responsibility within ten (10) calendar days of the determination meeting. Should City of Bryan in its reasonable judgment determine the Network Provider was at fault, the Network Provider shall be responsible for the Safety Violation Assessment Charge. However, should City of Bryan in its reasonable judgment determine the Network Provider is not at fault, City of Bryan may in its discretion waive the Safety Violation Assessment Charge and investigate to determine the responsible party. Regardless of City of Bryan's determination as to the Safety Violation Assessment Charge, the Network Provider that owns the Wireless Installation imposing the Safety Violation is required to remedy the Safety Violation within five (5) calendar days of City of Bryan's issuance of the Notice of Safety Violation form in accordance with Section II.K.3.a.

Should the Network Provider fail to dispute the Safety Violation Assessment Charge within fifteen (15) calendar days of City of Bryan issuing the Notice of Safety Violation Assessment Charge as required by this Section II.K.3.c, the Network Provider shall be required to pay the full amount of any Safety Violation Assessment Charges levied by City of Bryan within forty-five (45) calendar days from receipt of invoice. Failure to make timely payment shall result in the immediate suspension of the City's processing of the non-compliant Network Provider's Applications for future Permits until full payment is received by City of Bryan.

4. **Failure to Enforce.** Failure of City of Bryan to enforce compliance with any of the terms and conditions of these Standards shall not constitute a waiver or relinquishment of any term or condition of these Standards, but the same shall be and remain at all times in full force and effect until terminated, in accordance with these Standards or the Wireless Installation Agreement, as appropriate.<sup>35</sup> Con

## **L. Conflict Resolution**

Notwithstanding the provisions of Section III.A.5 and Section III.A.6, conflicts, both informal and formal, identified between City of Bryan and a Network Provider arising from or related to technical interpretations or day-to-day administration of these Standards shall comply with this Section II.L.

1. **Informal Conflict Resolution.** Informal conflicts identified between a Network Provider and City of Bryan arising from or related to technical interpretations or day-to-day administration of these Standards shall comply with this Section II.L.1. Notice of an informal conflict shall be submitted via electronic mail to the City of Bryan representatives identified in Section II.L.1.a below. The party initiating the conflict notice shall (1) provide a

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specific detailed description of the conflict including any previous efforts to remedy the conflict, and (2) call for progressive management involvement in the resolution process. Both City of Bryan and the Network Provider shall use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places at each of the following successive management levels, each of which will have a period of allotted time as specified below in which to attempt to resolve the conflict:

- a) Successive Management Levels (for City of Bryan).
  - (i) First Level: Engineering Inspector – 5 business days.
  - (ii) Second Level: City Engineer – 10 business days.
  - (iii) Third Level: Public Works Director – 15 business days.
- b) The allotted time for the first-level of resolution process will begin on the next business day following the submission of the electronic mail of the conflict by the submitting party. If a resolution is not achieved at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level will begin on the next business day unless the parties agree otherwise to extend the allotted time.
- c) If a resolution is reached, City of Bryan shall draft a letter agreement that outlines the basis of the disagreement, the steps taken to reach settlement, and the settlement provisions. Both City of Bryan and the Network Provider shall provide their affirmative support of the agreed resolution.
- d) If a resolution is not achieved at the final management level within their allotted time at the operation level, then either party is directed to follow the Dispute Resolution process as defined in the Wireless Installation Agreement, as appropriate, for further escalation.

- 2. **Formal Process.** Where these Standards provide City of Bryan with the authority to determine whether a Network Provider or its Wireless Installations are in violation of any Applicable Engineering Standard or of any provision of these Standards, City of Bryan shall provide the Network Provider with written notice of its investigation into such matters. Such notice shall be provided to the Network Provider's representative identified in its Network Provider Registration & Annual Reporting Form as required in Section II.B and shall be no fewer than thirty (30) calendar days prior to the day City of Bryan intends to make a final determination, and shall include all information in City of Bryan's possession or control relevant to its investigation and determination. In cases of Emergency or in other cases in which the notice time periods set forth in this Section II.L.2 are not

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feasible, City of Bryan shall endeavor to provide the Network Provider with as much advance notice of its investigation as possible. The Network Provider may provide additional information to City of Bryan relevant to the determination within fifteen (15) calendar days of City of Bryan issuing written notice of its investigation. In the event Network Provider provides information that indicates that City of Bryan incorrectly determined that the Network Provider was in violation of any Applicable Engineering Standard or any provision of these Standards, City of Bryan shall promptly restore the Network Provider to the position it held prior to the determination.

**M. Liability Insurance**

City of Bryan shall require the Liability Insurance as described in the Wireless Installation Agreement.

**N. Indemnification**

City of Bryan shall require the Indemnification as described in the Wireless Installation Agreement, in addition to those indemnification provisions provided in these Standards.

**O. Performance Bond**

City of Bryan shall require Network Provider to secure and maintain a Performance Bond as described in the Wireless Installation Agreement.

## III. GENERAL TECHNICAL PROVISIONS

### A. General Design & Construction Standards & Specifications

1. **Professional Engineer.** A Network Provider shall utilize a licensed Professional Engineer to undertake and complete the engineering design and Pole Loading Analysis (PLA) calculations required in completing an Application for Permit as described in Section V. For the purposes of these Standards, an Engineer shall include engineering employees or contractors with a valid state of Texas professional engineering license in good standing. All Engineers considered by the Network Provider must be approved by City of Bryan before undertaking any engineering work on behalf of the Network Provider. City of Bryan approval shall not be unreasonably withheld, conditioned, or delayed.

The Network Provider's Engineer shall adhere to all Applicable Engineering Standards and requirements of City of Bryan. Failure to comply with such standards and requirements may result in City of Bryan retracting its approval of the Engineer. If City of Bryan reasonably determines that non-compliance by the Engineer resulted in substandard work, the Network Provider shall be required to remedy all work conducted by the Engineer that does not comply with the Applicable Engineering Standards and any other requirements of City of Bryan at the sole expense of the Network Provider.

2. **Contractors.** All work performed on City of Bryan Facilities on behalf of a Network Provider pursuant to a Permit shall be done by its own employees, contractors, or subcontractors approved by City of Bryan, which approval shall not be unreasonably withheld, delayed, or conditioned. All employees, contractors, and subcontractors utilized by the Network Provider shall be subject to the same standards of conduct and behavior as City of Bryan applies to its own contractors and employees. Failure of any employee, contractor, or subcontractor of the Network Provider to adhere to and comply with such City of Bryan standards and requirements may result in City of Bryan retracting its approval of the employee, contractor, or subcontractor to perform work of any kind on City of Bryan Facilities.

The Network Provider shall bear full responsibility for ensuring its employees, agents, contractors, and subcontractors are in full compliance with the requirements of these Standards. An Network Provider may be required to remedy any and all work conducted by either its employees, contractors, or subcontractors that does not comply with the Applicable Engineering Standards and other construction standards and requirements of the City of Bryan. The City of Bryan reserves the right to halt all work undertaken by the Network Provider or its contractors/subcontractors that

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in the City of Bryan's sole discretion is deemed unsafe or undertaken contrary to the City of Bryan standards and requirements.

3. **Right to Review.** City of Bryan contemplates relying upon the Network Provider's Pre-Construction Survey and other engineering/field evaluation reports developed and relied upon in connection with any Application submitted by the Network Provider. Nonetheless, City of Bryan reserves the right to perform its own (either by City of Bryan employees or contractors) engineering and field evaluation or verification as appropriate or necessary. The costs for City of Bryan to undertake such additional engineering and field evaluation shall be paid by the Network Provider pursuant to Section V, and Section II.I.2.
4. **Installation/Maintenance of Facilities.** All Network Providers shall be responsible for the installation and maintenance of their Communications Facilities and/or Wireless Installations in accordance with the requirements and specifications set out in these Standards, including the Appendices. A Network Provider shall at all times and at its own expense make and maintain its Wireless Installations in a safe and workmanlike manner, and keep them in good repair and condition in accordance with all Applicable Engineering Standards.

Notwithstanding the foregoing, Wireless Installations that complied with the Applicable Engineering Standards at the time they were originally installed may be operated in place until such time that such facilities are subject to modification, upgrade, rebuild, repair, transfer, relocation, or other such changes at which time, these facilities will be required to comply with the then current Applicable Engineering Standards.

Network Provider, its employees and contractors, shall install and utilize adequate protective equipment to ensure the safety of people and facilities. The Network Provider shall install, at its own expense, protective devices designed to handle the voltage and current impressed on its Communications Facilities or Wireless Installations in the event of a contact or due to close proximity with a supply conductor(s) or other energized equipment. City of Bryan shall not be liable for any actual or consequential damages to the Network Provider's Communication Facilities, Wireless Installations, or Network Provider's customers' facilities resulting from such contact or proximity with City of Bryan's energized equipment.

5. **Conflicts within the Standards.** If there exists a difference or conflict in the Applicable Engineering Standards, the following rules will apply:
  - a) if one Applicable Engineering Standard is more stringent than the other, the more stringent shall apply;

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- b) if one of the conflicting specifications, regulations, or practices is not more stringent than the other, the specification, regulation, or practice of the National Electrical Safety Code (NESC) or National Electric Code (NEC) will apply; or
- c) if the conflict cannot be resolved under the first two rules, City of Bryan will determine in good faith which specification, regulation, or practice shall apply, with safety concerns given the highest priority in such determination, subject to the conflict resolution procedures outlined in Section II.L.1.

An Network Provider shall not be penalized in any manner for non-compliance with conflicting standards that are resolved pursuant to subpart (c) of this Section III.A.5 provided the Network Provider identifies the potential conflict to City of Bryan in writing at least seven (7) days before actual construction of the Wireless Installation began.

- 6. **Request Waiver.** A Network Provider may request a waiver of specific items of the Applicable Engineering Standards by submitting a properly completed City of Bryan Request for Waiver of Applicable Engineering Standards form (Waiver Request), a link to which is in Appendix B and available on the City of Bryan Wireless Installation website, either before or at the time of Application submission. The request must specifically identify the Applicable Engineering Standard requested to be waived, justification for requesting the granting of the waiver, and the proposed solution as a result of the waiver. City of Bryan shall notify the Network Provider in writing within seven (7) calendar days of receiving a properly completed Waiver Request form. City of Bryan will not grant any waiver which in the sole opinion of City of Bryan will result in a violation of the NESC, NEC or other applicable federal, state, or local law, regulation, or ordinance.

- 7. **Reserved**

- 8. **Physical Interference with City of Bryan Facilities.** A Network Provider shall not allow its Communications Facilities or Wireless Installations to impede, impair or interfere with the installation, placement, and/or operation of any City of Bryan Facilities. An Network Provider whose Communications Facilities, Wireless Installations, or any part thereof; impede, impair or interfere with any City of Bryan Facilities shall correct such condition within fifteen (15) calendar days from receipt of written notice of such impairment from City of Bryan. Failure to timely correct such condition will result in City of Bryan, at its option, taking all necessary steps to correct said condition at Network Provider's expense plus ten-percent (10%). City of Bryan will attempt to notify the non-compliant Network Provider in writing prior to performing such work whenever practicable.

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If an Network Provider continues to allow its Communications Facilities or Wireless Installations to impede, impair, or interfere with the operation of any City of Bryan Facilities after the initial fifteen (15) calendar day correction period, the Network Provider shall be subject to enforcement action, including but not limited to:

- (i) Suspension of the Network Provider's Applications, pending resolution of such interference; and
- (ii) Potential contractual claims.

A Network Provider shall not be responsible for physical interference with future installations by other Network Providers, provided that the Network Provider's prior Wireless Installations are duly permitted by City of Bryan and comply with all Applicable Engineering Standards and the requirements of these Standards at the time of the initial installation, unless otherwise required by applicable federal, state, or local laws. Where City of Bryan needs to add to or modify City of Bryan Facilities in a case other than remedying a non-compliant condition caused by an Network Provider, and where that action would require the replacement of a Service Pole, City of Bryan and all affected Network Providers shall be responsible for their own cost of transferring their Wireless Installations. City of Bryan will be responsible for the cost of the Service Pole replacement.

**9. Performance Interference to Network Provider's Customer.** To the extent an Network Provider identifies any interference with its Communications Services impacting its customers that may or may not be related to City of Bryan Facilities, the Network Provider shall not identify City of Bryan to its customers as the source of such interference absent a test report verifying the source and prior notice to City of Bryan of the report's findings. The Network Provider shall cooperate with City of Bryan to investigate the source of any such signal interference and shall at City of Bryan's request conduct a test, at the Network Provider's expense, verifying the source of such interference. The test equipment used for verifying the source of interference must be calibrated to the standards provided by the National Institute of Standards and Technology or any similar, mutually agreeable standards organization. In the event such testing provides conclusive evidence that City of Bryan Facilities are the source of such interference, City of Bryan shall reimburse the Network Provider for the reasonable expense of the testing and will work with Network Provider to find a reasonable mitigation of the interference that does not impose undue burdens on City of Bryan's ability to provide traffic control.

**10. Wireless Interference.** All Wireless Installations shall be operated in such a manner which will not cause Wireless Interference to any existing or future City of Bryan Facilities, City of Bryan wireless systems or

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operations, governmental public safety facilities or operations. Nor shall they cause Wireless Interference to the facilities or operations of any other Network Providers or FCC-licensed operator. In the event of Wireless Interference, the Network Provider shall shut down the Wireless Equipment causing such interference within one (1) hour of City of Bryan contacting the Network Provider's Network Operations Center. If the Network Provider fails to timely shut down the Wireless Equipment, City of Bryan reserves the right to request that BTU cut off electricity to the Wireless Installation. Thereafter, following receipt of written notice of the incident, the Network Provider will take all commercially reasonable steps necessary to permanently eliminate such interference, including but not limited to, recalibration or replacement of Wireless Equipment, and the subsequent powering down of such equipment for intermittent testing pursuant to the requirements of Section III.A.10.c. In the event the Wireless Interference cannot be eliminated through equipment recalibration or replacement, the Wireless Installation shall be removed and the Wireless Equipment may be installed at an alternative pole-location that does not cause Wireless Interference. These activities shall be carried out by the Network Provider at its own expense.

In the event of Wireless Interference as described in the previous paragraph, the Network Provider shall correct such condition within fifteen (15) calendar days from receipt of written notice. Failure to timely correct such condition permanently, and the reactivation of the Wireless Equipment to the same effect, will result in City of Bryan, at its option, taking all necessary steps to eliminate the reoccurrence of Wireless Interference at Network Provider's expense. City of Bryan will attempt to notify the non-compliant Network Provider in writing prior to performing such steps whenever feasible. If any Network Provider continues to allow its Wireless Installations to interfere with the operation of any City of Bryan Facilities as described above after the initial fifteen (15) calendar day correction period, the Network Provider shall be subject to enforcement action, including but not limited to:

- (i) Interruption of BTU-supplied power to the identified Wireless Installation;
- (ii) Suspension of the Network Provider's Applications pending resolution of such interference; or
- (iii) Other remedies under the applicable Wireless Installation Agreement.

In situations where City of Bryan determines that an Network Provider's impairment or interference condition poses a potential Emergency, City of Bryan may perform such work and/or take such action(s) as it deems

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necessary to eliminate the potential Emergency without first giving written notice to the Network Provider. As soon as practicable thereafter, City of Bryan will advise the non-conforming Network Provider of the work performed or the action(s) taken. The non-conforming Network Provider shall be responsible for all costs incurred by City of Bryan plus ten-percent (10%) in taking action pursuant to this Section III.A.10.

- a) Interference Studies & Testing. In the Application process, and at Wireless Interference events, City of Bryan requires the documentation and analysis of testing for potential and possible Wireless Interference. City of Bryan reserves the right to hire consultants and industry experts to perform Wireless Interference testing, investigations, or analysis at the sole expense of the Network Provider.
  - (i) *Initial Installation* - In the Pre-Certification or Application process for the initial installation of the Wireless Installation, an Intermodulation Test report will be provided by the Network Provider.
  - (ii) *Equipment Upgrades or Replacements* - In the Pre-Certification or Application process for an upgrade, or non-like-for-like replacement of the initial Wireless Installation, an Intermodulation Test report will be provided by the Network Provider.
  - (iii) *Interference Studies & Testing Report* - The Intermodulation Test report will have an executive summary stating a “highly likely” or “not likely” for potential intermodulation issues. The intermodulation Test report shall be prepared by an Engineer trained and certified in radio frequency engineering.
- b) At City of Bryan’s sole discretion, a more in-depth radio frequency (RF) interference study may be required at certain occurrences, to include but not, limited to: 1) “highly likely” assessment of intermodulation issues in a summary of any Intermodulation Test report, 2) a known or unresolved RF interference complaint. The RF interference study will require an onsite visit(s) to gather field measurements and site conditions. The following area will be addressed: intermodulation products – transmitter and receiver, receiver noise & desensitization, transmitter noise & harmonics, and spurious emissions. Such RF interference study shall be undertaken and approved by an Engineer, trained and certified in radio frequency engineering. Additionally, the RF interference report will have an executive summary with action statement, a method of RF interference remedies (if necessary), and all input parameters indexed.

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- c) An Network Provider may intermittently, temporarily, or permanently cause power to be shut-off to remedy or troubleshoot Wireless Interference issues. Electrical service shall not be reinstated without City of Bryan's written approval following a request to reestablish electrical service from the Network Provider. City of Bryan reserves the right to determine if all Wireless Interference issues are remedied prior to granting approval to reinstate electrical power.

- 11. Enclosures.** Except as to Network Provider's facilities located on Network Provider's private property or easements, no Network Provider shall place new pedestals, vaults and/or other enclosures on or within six (6) feet of any Service Pole or other City of Bryan Facilities without City of Bryan's prior written permission. The Network Provider shall specifically identify this request in its Application for Permit submission. If permission is granted by City of Bryan, all such installations shall be in compliance with the specifications and drawings provided in Appendix D, Appendix I, or other Applicable Engineering Standards.
- 12. Vegetation Management.** Network Providers shall be responsible for performing, or causing the performance of, all tree trimming and other vegetation management necessary for the safe and reliable installation, use, and maintenance of their Wireless Installations and to avoid stress on Poles caused by contact between tree limbs and the Network Providers' Wireless Installation components.

Per NESC, all crossing span and adjoining spans on each side of a line crossing, railroad crossing, limited-access highway crossing, or navigable waterway requiring a crossing permit shall be kept free from overhanging or decayed trees or limbs that shall fall into the line, including both supply and communication cables.<sup>7</sup>

All tree trimming shall be performed in accordance with OSHA regulations and/or local municipal ordinances, as may be amended from time to time. Network Providers shall use qualified tree trimming contractors approved by City of Bryan who shall adhere to industry and local municipal ordinances, standards, and requirements for tree trimming and vegetation management. Failure of a tree trimming contractor to adhere to and comply with such standards and requirements may result in City of Bryan retracting its approval of the tree trimming contractor to perform further work of any kind on or around City of Bryan Facilities. An Network Provider may be required to remedy any and all work, conducted by its tree trimming contractor that fails to comply with the tree trimming standards and requirements set forth in this document. City of Bryan reserves the right to halt any and all work by any such tree trimming contractor that City of Bryan in its discretion deems to be unsafe or performs work contrary to the

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standards and requirements set forth in this document and the Applicable Engineering Standards.

**13. Removal of Network Provider's Facilities.**

- a) **Abandoned Facilities.** A Network Provider shall report, through the annual registration process described in Section II.F, and remove at the Network Provider's expense, all abandoned, non-functional, and obsolete Network Provider's Wireless Installations or other Communications Facilities on City of Bryan Service Poles or in the Public Rights-of-Way that the Network Provider:
  - (i) No longer utilizes for providing Communications Services or Telecommunications Services;
  - (ii) Has abandoned or plans to abandon during the next reporting period; or
  - (iii) Has replaced with operating capacity of alternative facilities.

Except as otherwise provided, the Network Provider shall remove these facilities coincident with their replacement, and in all cases within 6 months of the Wireless Installations meeting any of the above conditions, unless the Network Provider receives written notice from City of Bryan that removal is necessary to accommodate City of Bryan's use of the affected Service Poles, pursuant to a reservation of Capacity, in which case the Network Provider shall remove such Wireless Installations within ninety (90) calendar days of City of Bryan issuing such written notice.

- b) **Removal on Expiration/Termination.** Subject to the expiration or other termination of an Network Provider's Wireless Installation Agreement or any individual Permits, unless renewed, the Network Provider shall submit a written plan which describes the commitment, schedule, and process for the removal of its Wireless Installations from the affected Poles to City of Bryan for approval. City of Bryan shall review such plan and either approve or request additional details within fifteen (15) calendar days of receipt of the plan. Following approval of the plan by City of Bryan, the Network Provider shall make judicious progress toward fulfilling the removal commitments made by the Network Provider in the plan. Such removals will be at the Network Provider's sole expense. If the Network Provider fails to remove such Wireless Installations within the time frame contemplated by the plan, City of Bryan shall have the right to have such Wireless Installations removed at the Network Provider's expense without liability to City of Bryan.

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**14.**

**Pre-Certification of Wireless System.** Pursuant to Section II.A.77 and Section V.B.2.d, before submitting an Application for a Wireless Installation Permit, an Network Provider must submit a completed Request for Pre-Certification of Wireless System form to City of Bryan. A link to this form is located in Appendix B. City of Bryan requires the initial configuration of a specific technology of a Wireless Installations for each Network Provider to be Pre-Certified in order to minimize potential interference with communication equipment essential to City of Bryan's core operations or interference with public health, safety, or welfare. City of Bryan will complete its review and either approve or reject the Request for Pre-Certification of Wireless System within thirty (30) calendar days of receipt of a completed form. City of Bryan may extend this time requirement based upon the timely response of the Network Provider to any City of Bryan inquiry.

## **B. Pole Modifications and /or Replacements**

**1.**

**Restrictions on Certain Poles.** City of Bryan may deny an Application for Permit for access to a Pole in flood zones, river crossings or other such locations, or if the proposed new Wireless Installation cannot be accommodated without creating a potential to disrupt or impair City of Bryan Facilities or endanger the safety of people or facilities. In such instances, City of Bryan, in its sole discretion or solution, may erect a taller/larger Pole to accommodate an Network Provider's Wireless Installation if the costs of such replacement Pole or solution is approved by and paid by the Network Provider in advance.

Further, City of Bryan may require the removal or modification of an existing Attachment or Wireless Installation, at the Network Provider's expense, if City of Bryan reasonably determines that such Wireless Installation did not meet the clearance requirements set forth in the Standards at the time of installation or modification, or may create a potential to disrupt or impair City of Bryan Facilities or endanger the general safety of people or facilities.

a)

**Steel Poles.** City of Bryan will consider requests by an Network Provider to access existing traffic signal steel Poles. Wireless Installations must be firmly secured with clamps and/or stainless steel banding. The drilling of any additional holes into steel Poles or associated equipment is **prohibited**. The only exception permitted is the use of a self-tapping set screw for grounding of equipment on steel Poles. Regarding Wireless Installations, an Network Provider may request access to a steel Pole provided the components of the Wireless Installation are secured with clamps and no Risers are attached to the surface of the pole. All Riser cables necessary to connect the components of the Wireless Installation must be installed

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inside the steel Pole, provided the structural integrity of the Pole is maintained. No cabling shall be visible from outside of the Pole.

- b) **Traffic Poles with Street Lights.** Subject to these Standards, City of Bryan will consider requests by an Network Provider to access and attach to Traffic Signal Poles with street lights installed on them, provided that the Wireless Installation does not interfere with the maintenance and operation of the streetlight structure. The street light arm on the traffic signal may need to be replaced as well as the traffic signal pole depending on pole loading issues and functionality of the street light:
- (i) Meets the current and estimated future street-lighting purposes of the current Streetlight;
  - (ii) Is substantially similar to or improved in aesthetics, capabilities, and function to the current Streetlight Pole; and
  - (iii) Provides for no increase in maintenance requirements or operating costs to City of Bryan.

The drilling of additional holes into metal Traffic Signal Poles or associated equipment is prohibited. The only exception permitted is the use of a self-tapping set screw for grounding of equipment on metal poles. Any equipment to be mounted on such poles must be banded to the Traffic Signal Pole using stainless steel banding material.

- 2 **City of Bryan Not Required to Relocate.** Except as provided by the Make-Ready Construction process outlined in Section V.B.4, no provision of these Standards requires City of Bryan to relocate, modify, or replace any Service Pole or other City of Bryan Facility for the benefit of any Network Provider.

3 **Relocation of Wireless Installations.**

- a) If City of Bryan decides at any time to replace, remove or relocate any Service Poles or other City of Bryan Facilities on which one or more Network Providers have Wireless Installations, City of Bryan shall give the affected Network Providers notice in writing to that effect as soon as practical, but at least forty-five (45) calendar days prior to the date on which City of Bryan intends to abandon or remove such Service Poles or other City of Bryan Facilities. The attaching entity shall relocate at their expense.
- b) If, following the expiration of the applicable notice period, the affected Network Providers have not yet removed or transferred all their Wireless Installations therefrom, the City of Bryan shall have the right to have the Wireless Installations of the affected Network Providers removed or transferred from the Service Pole or other City

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of Bryan Facility at the respective Network Provider's expense plus ten-percent (10%). City of Bryan shall give the Network Provider ten (10) calendar days prior written notice of any such removal or transfer of Network Provider's Wireless Installations unless circumstances dictate a shorter time period.

- 4. Allocation of Costs.** The costs for any rearrangement or transfer of an Network Provider's Wireless Installations or the replacement of a Service Pole, including any related costs for tree-cutting or trimming required to clear the new location, shall be allocated to City of Bryan or the affected Network Providers on the following basis:

- a) If City of Bryan intends to modify or replace a Service Pole solely for its own non-essential City service requirements, including pole maintenance requirements, and not for an aesthetic or civic project or for customer-requested purposes under Section III.B.4 or Section III.B.6 respectively, City of Bryan shall be responsible for the costs related to the modification or replacement of the Service Pole. Any affected Network Provider shall be responsible for the rearrangement or transfer of its Wireless Installation at its expense.
- b) Prior to making any such Service Pole modification or replacement, City of Bryan shall provide the affected Network Provider written notice of at least forty-five (45) calendar days of its intent to allow the Network Provider a reasonable opportunity to elect to modify or add to their existing Wireless Installation. Should the Network Provider so elect, it must seek City of Bryan's written permission. The notification requirement of this Section III.B.8.b shall not apply to Emergencies.
- c) If Network Provider elects to modify or add to its Wireless Installations, it shall bear its own respective allocation of total incremental costs incurred by City of Bryan in making the space on the modified or replaced Service Poles accessible to the Network Provider.

**C. Reserved**

**D. Inspection and Inventory of Network Provider's Facilities**

- 1. Inspections.** City of Bryan, at its discretion and in addition to any inspections undertaken during Make-Ready Work and Post-Construction Inspections, may engage in two other specific types of inspections or Inventory of Wireless Installations to City of Bryan Poles. These include: 1) routine visual inspections of Wireless Installations that City of Bryan employees may conduct at any time (Section III.D.2); and 2) a formal

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Inventory that City of Bryan may conduct no more frequently than once every five (5) years, in which City of Bryan shall undertake with its own personnel or with outside contractors, subject to a formal competitive bidding basis, the cost of which shall be borne by all Network Providers on a pro-rata basis (Section III.D.3). Regardless of inspection or Inventory method:

- a) City of Bryan expects an Network Provider to install, maintain, and inspect its Wireless Installations to ensure these facilities are in good order and safe to the general public at all times. If any inspection reveals that any Network Provider's Wireless Installations are not in compliance with the Applicable Engineering Standards in effect at the time the Application was approved, City of Bryan shall provide written notice and the Network Provider shall make any and all corrections to bring the Wireless Installation to compliance with the Applicable Engineering Standards. If the severity of the non-compliance warrants, City of Bryan will assess and the Network Provider will be required to pay a Safety Violation Assessment as described in Appendix H.
- b) If it is found that an Network Provider has made an Attachment or Wireless Installation without a Permit, the Network Provider shall pay an Unauthorized Wireless Installation Charge as specified in Appendix H, in addition to applicable Application Fees and Make-Ready Charges, if any.
- c) Notwithstanding any other provisions contained in these Standards, including this Section III.D, no revisions to the Applicable Engineering Standards shall be retroactive to existing permitted Wireless Installations unless required by city, county, state, or federal law.
- d) Subject to Section III.D.1.c), all Wireless Installations must comply with the Applicable Engineering Standards in effect at the time of installation or modification of the Wireless Installation.

- 2 **Routine Visual Inspections and/or Inventory.** Any qualified City of Bryan employee or contractor may conduct a routine inspection or inventory of an Network Provider's Wireless Installations. In practice, these routine inspections or inventories may be undertaken and completed as part of the daily work assignment of a City of Bryan employee. In the course of a routine visual inspection, a City of Bryan employee or contractor may require an Network Provider or its contractors installing a Wireless Installation to supply evidence of a valid Permit or permission from City of Bryan to access a City of Bryan Service Pole or other City of Bryan Facilities. City of Bryan reserves the right to demand the Network Provider

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or its contractor to immediately suspend work on the Wireless Installation should the Network Provider or contractor be unable to furnish the valid Permit or other notice of permission for City of Bryan's inspection. If City of Bryan directs the work be suspended, the Network Provider or its contractor shall suspend the work in a safe and orderly manner ensuring the suspension of the work will not cause a danger to City of Bryan employees, contractors, or the general public.

3. **Formal Inventory Performed By City of Bryan or Third-Party Contractor Subject To Competitive Bid.** City of Bryan may contract with a third-party contractor to conduct a formal Inventory of either all or designated Poles within the City of Bryan service area. All Network Providers shall cooperate and participate in the Inventory. Each Network Provider will share the total cost of the Inventory on a pro-rata basis with all other Network Providers based on the number of found Wireless Installations belonging to each Network Provider. In undertaking this formal Inventory:
  - a) City of Bryan shall have sole responsibility for the management, review, and approval of the Inventory of its Service Poles.
  - b) City of Bryan shall routinely conduct meetings, communicate in writing, via electronic mail, with all Network Providers to discuss the progress and on-going results of the Inventory. City of Bryan will seek to find consensus with the Network Providers as to the most effective schedule and methodology of these meetings and communications. Each Network Provider shall be expected to cooperate fully with City of Bryan or the third-party contractor conducting the Inventory by assigning a single point of contact to attend project meetings and receive the written communications and to answer any questions either City of Bryan or the third-party contractor may have concerning the Network Provider's Communication Facilities or Wireless Installations. Network Providers shall be given access to the Inventory results and other supporting documentation, including maps, spreadsheets, and other related items. City of Bryan shall post on its webpage information regarding the status of the Inventory.
  - c) At the conclusion of the Inventory, City of Bryan shall provide a written report to each Network Provider containing a draft of the final Inventory Wireless Installation count for the Network Provider and other documentation necessary to substantiate the third-party contractor's Inventory findings. Notwithstanding the challenge provisions of Section III.D.3.d below, if the Network Provider does not provide a written challenge to the draft Inventory count or results

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within thirty (30) calendar days of the issuance of City of Bryan's draft Inventory count, the Inventory count will be deemed correct.

- d) Should an Network Provider wish to challenge the results of the draft Inventory report, the Network Provider shall, within thirty (30) calendar days of City of Bryan issuing the draft Inventory report, discussed in Section III.D.3.c above, provide City of Bryan written notice of the Network Provider's intent to challenge the results. In this notice, the Network Provider shall provide to City of Bryan all relevant documentation to substantiate its challenge for review and consideration by City of Bryan. All costs related to this challenge, including both City of Bryan's and third-party contractor's labor and other expenses required to respond to and resolve the challenge shall be borne by the Network Provider challenging the Inventory results. Should multiple Network Providers provide notice of their intent to challenge the results, City of Bryan will pro-rate the cost and expenses required to respond to the challenge as described in this Section III.D.3.d to the Network Providers participating in the challenge. City of Bryan will meet with the Network Provider(s) requesting the challenge within ten (10) calendar days of receiving the written notice of challenge to discuss the challenge and attempt to reach agreement and settlement on the Network Provider's Attachment and/or Wireless Installation count. City of Bryan will issue its final decision in writing as to the resolution of the challenge within fifteen (15) days following this settlement meeting.
  
- e) Following resolution of all challenges, pursuant to Section III.D.3.d, City of Bryan shall issue a final Inventory report and shall true-up each Network Provider's count to the number of Wireless Installations identified in the final Inventory report
  
- f) including any Unauthorized Wireless Installations as described in Section III.E. Unauthorized Wireless Installations reported shall incur an Unauthorized Attachment Charge or Unauthorized Wireless Installation Charge, as provided in Appendix H. City of Bryan shall invoice the applicable Network Provider for the Unauthorized Wireless Installations and payment shall be due within forty-five (45) calendar days of City of Bryan's issuance of the invoice. Failure of the Network Provider to pay the outstanding invoice timely and in full will result in the suspension of any current pending Applications and the rejection of any future Applications until such payment is received in full.

4. **No Liability.** The making of any inspections or Inventory under this Section III.E, or the failure to do so, shall not operate to impose upon City of Bryan

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any liability of any kind whatsoever or relieve an Network Provider of any responsibility, obligations or liability, whether assumed or otherwise existing.

5. **Network Provider Conducted Inventory.** Nothing in these Standards prevents an Network Provider from performing its own Inventory of its own Wireless Installations, which City of Bryan shall consider in the determination of that Network Providers total Wireless Installation count. Before City of Bryan will consider such inventory, the Network Provider shall be required to meet with City of Bryan and describe the methodology and approach used to conduct the inventory. The cost of such inventory shall be the sole risk and responsibility of the Network Provider undertaking the inventory.

## **E. Unauthorized Occupancy or Access**

1. **Unauthorized Wireless Installation.** If any Wireless Installations belonging to an Network Provider that (a) are found to occupy a Service Pole for which City of Bryan had not previously issued a Permit to the Network Provider, or (b) are found to occupy Node Support Poles for which City of Bryan had not previously issued a Permit to the Network Provider, City of Bryan, without prejudice to its other rights or remedies, will send the Network Provider a written Notice of the Unauthorized Wireless Installation, a copy of which is whose web link is provided in Appendix B. Within forty-five (45) calendar days upon receipt of this Notice of Unauthorized Wireless Installation, the Network Provider must submit for the Unauthorized Wireless Installation (x) an Application for a Permit, (y) the correct Application Fee, and (z) the Unauthorized Wireless Installations Charge to City of Bryan. Should the Network Provider fail to submit the Application for Permit, correct Application Fee, and the Unauthorized Wireless Installations Charge within the forty-five (45) calendar days, the Network Provider must remove its Unauthorized Wireless Installation within the subsequent forty-five (45) calendar day period. If the Network Provider fails to remove the Unauthorized Wireless Installations, City of Bryan may remove them without liability and the Network Provider shall promptly reimburse City of Bryan for the expense plus ten percent (10%) of such removal in all cases, no later than forty-five (45) calendar days following City of Bryan's issuance of invoice.
2. **Unauthorized Wireless Installation Charge.** Pursuant to Section III.E.1 above, City of Bryan, without prejudice to its other rights or remedies, may assess an Unauthorized Wireless Installation Charge as specified in Appendix H, for each Wireless Installation for which:
  - a) No Permit has been issued by City of Bryan,

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- b) The Wireless Installation received a Permit, but the Network Provider was later found to have provided incorrect information provided on the Application making it substantially incorrect, or
- c) A Wireless Installation has been significantly modified since the issuance of its initial Permit, and such modification has not been approved by City of Bryan.

The Unauthorized Wireless Installation Charge is due and payable irrespective of whether a Permit is subsequently issued to the Network Provider for the Unauthorized Wireless Installation.

4. **No Ratification of Unauthorized Use.** No act or failure to act by City of Bryan with regard to an Network Provider's Unauthorized Wireless Installations shall be deemed as ratification of the unauthorized use, and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by City of Bryan of any of its rights or privileges and that the non-compliant Network Provider shall remain subject to all liabilities, obligations and responsibilities under Wireless Installation Agreement, and these Standards in regards to said unauthorized use from its inception.

5. **Excessive Unauthorized Attachments.**

- a) If an Network Provider is determined by City of Bryan pursuant to an Inventory described in Section III.D or by other means to have any Unauthorized Wireless Installations, the Network Provider shall be in breach of its Wireless Installation Agreement and City of Bryan will have the right to terminate such Agreement subject to the cure provisions in the Wireless Installation Agreement. Failure to timely cure such breach of contract could result in the removal of all of the Network Provider's Wireless Installations or City of Bryan, in its sole discretion, may exercise such other remedies as the Wireless Installation Agreement provides.
- b) For those entities found with Unauthorized Wireless Installations who do not have a valid Wireless Installation Agreement or who are otherwise not authorized to attach to City of Bryan Poles, Streetlight Poles, or other City of Bryan Facilities, City of Bryan reserves all of its rights under applicable law and equity to remedy the trespass.

## **F. Operational Duties & Responsibilities**

1. **Duty to Inspect.** While recognizing its duty to maintain and update its traffic system in order to provide safe and reliable service, City of Bryan does not warrant that its Service Poles are free of defects or non-compliant Wireless Installations. By submitting an Application, an Network Provider acknowledges that it has an obligation to inspect City of Bryan's Service

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Poles, and the premises surrounding such poles prior to commencing any work utilizing City of Bryan's Poles or entering the premises surrounding such poles. **ANY CITY OF BRYAN FACILITIES THAT MAY BE IDENTIFIED AS UNSAFE SHALL BE REPORTED TO CITY OF BRYAN AT (979) 209-5900 AS SOON AS PRACTICAL AFTER THEY ARE IDENTIFIED, FOR FURTHER HANDLING BEFORE THE ATTACHING ENTITY UNDERTAKES ANY WORK AT THAT LOCATION.**

2. **Knowledge of Work Conditions.** In all situations, it is the continuing responsibility of an Network Provider to acquaint itself, its employees, agents, contractors, or subcontractors with these Standards including all Applicable Engineering Standards relating to the work for which a Permit may be sought by the Network Provider. Failure to become familiar with these Standards and with the facilities, difficulties, or restrictions attending the execution of such work may result in the denial of a Permit, delay in construction, assessment of penalties, and removal of a non-conforming Wireless Installation, among other remedies that City of Bryan may impose for violations of these Standards.
3. **Duty of Competent Supervision and Performance.** All Network Providers are on notice that in the performance of work under these Standards, a Network Provider and its employees, agents, servants, contractors, or subcontractors **will work near electrically energized lines, transformers, or other City of Bryan Facilities**, and it is the intention that energy therein will not be interrupted at any time, except in an Emergency endangering life, personal injury, or property. All Network Providers shall ensure that their employees, agents, servants, contractors, or subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of City of Bryan, and the general public from harm or injury while performing work permitted pursuant to these Standards. In addition, all Network Providers shall furnish their employees, agents, servants, contractors, or subcontractors competent supervision and ensure that these employees, agents, servants, contractors, or subcontractors have sufficient and adequate tools, equipment, and training for the required work to be performed in a safe manner.

In the event of an Emergency or otherwise in which it may be necessary for City of Bryan to de-energize any part of City of Bryan Facilities, the Network Provider shall ensure that work is suspended until such City of Bryan Facilities have been de-energized and properly grounded and that no such work is conducted unless and until an authorized City of Bryan employee has communicated that such City of Bryan Facilities have been made safe and are ready for the Network Provider to work.

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4. **Requests to De-energize.** A Network Provider may request that City of Bryan de-energize and render safe any City of Bryan Facility for its benefit and convenience. Such request shall be made in writing and received by City of Bryan at least five(5) calendar days in advance of the date the work is planned. The Network Provider shall reimburse City of Bryan in full for all costs and expenses incurred, in accordance with Section II.I, to comply with such request. With the exception of actions taken pursuant to an Emergency, before any City of Bryan Facilities are de-energized, City of Bryan shall provide upon request an estimate of all costs and expenses to be incurred in accommodating the Network Provider's request.
5. **Interruption of Service.** In the event that a Network Provider causes an interruption of service by damaging or interfering with any City of Bryan Facilities, the Network Provider at its expense shall immediately do all things reasonable to avoid further injury or damages, direct and incidental, resulting therefrom and shall notify City of Bryan immediately of these activities.
6. **Duty to Inform. THE WORK CONTEMPLATED UNDER THESE STANDARDS INVOLVES IMMINENT DANGERS INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION.** Each Network Provider acknowledges such dangers and accepts as its duty and sole responsibility to notify, inform, and keep informed its employees, agents, servants, contractors, or subcontractors of such dangers and shall not be passed or assigned this duty and responsibility to any third-party.
7. **Duty to Protect Data.** A Network Provider has an obligation and duty under Section 418.181, Texas Government Code (Confidentiality of Certain Information Relating to Critical Infrastructure), to protect and hold confidential City of Bryan data relating to City of Bryan Facilities and not disclose such data to any third-party without City of Bryan's written consent. City of Bryan will undertake reasonable measures to keep an Network Provider's proprietary data confidential and secure.
8. **Duty to Provide a Safety Briefing.** A Network Provider that desires to install a Wireless Installation on the City of Bryan system is required to prepare a Safety Briefing suitable for City of Bryan employees and contractors who may be required to work near and/or around such Wireless Installations. The content of the Safety Briefing is to be pre-approved by City of Bryan before distribution and conveyance to City of Bryan employee and contractors.

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**IV. RESERVED**

## V. SPECIFICATIONS FOR WIRELESS INSTALLATIONS

### A. Wireless Application

The City of Bryan offers Network Providers full access to non-decorative Traffic Signal Poles, subject to certain restrictions and Make-Ready Work requirements, for the purpose of attaching Wireless Installations pursuant to the Application processes outlined below. The technical specifications for Wireless Installations are found in Appendix D, Appendix G, and Appendix I. Additional information, including the Application Forms for a Wireless Installation.

### B. Standard Process for Wireless Installations

1. **Eligibility.** Any Network Provider with a valid Wireless Installation Agreement.
2. **Application for Permit Required.** An Network Provider shall not install any new Wireless Installation on any City of Bryan Service Pole without first submitting an Application and obtaining a Permit pursuant to the requirements and procedures set forth below and elsewhere in these Standards.
  - a) **Application Form.** All Network Providers shall use the Application for Wireless Installation Form, whose web link is provided in Appendix B, which may be amended from time to time, provided that any such amendments are consistent with Applicable Engineering Standards and are applied to similar types of Wireless Installations and similarly situated Network Providers on a non-discriminatory basis.
    - (i) A single Application may include up to a maximum of thirty (30) Wireless Installation locations, together with the applicable Poles, provided that the Wireless Installations are of similar design at each of the locations within the identified boundaries of a Wireless Project Area and consist of Pre-Certified Equipment.
    - (ii) City of Bryan's acceptance of the submitted design documents required as part of a complete Application Form (Section V.B.2.d) does not relieve the Network Provider of full responsibility for any errors or omissions in the

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engineering analysis and compliance with all Applicable Engineering Standards.

- b) **Pole Ownership.** For the purposes of Application submission, unless City of Bryan records or Service Poles indicate otherwise, City of Bryan shall be presumed to be the owner all Service Poles subject to Wireless Installations. The Network Provider is responsible for field verifying Pole ownership and notifying City of Bryan of any discrepancies between City of Bryan's maps/records and the actual Service Poles in the field.
- c) **Compliance with Standards.** Network Provider shall comply with the Texas Engineering Practice Act at Section 1001.001, et seq., of the Texas Occupations Code to the extent it is applicable to the work described herein, and with the most current version of the National Electrical Safety Code (NESC), including any and all revisions to both, and all other Applicable Engineering Standards. The Network Provider shall certify its compliance with the above on each Application it submits to City of Bryan for processing. The certification statement shall be signed by an employee or agent of the Network Provider who has the final authority or responsibility to approve the Application. City of Bryan will not process an Application that fails to provide the signed certification statement included therein. The Network Provider shall provide documentation, sealed by an Engineer, establishing that the Network Provider's applicable Make Ready Construction design and Pole Loading Analysis (PLA) documents comply with all requirements specified by the NESC and the Applicable Engineering Standards.
- d) **Pole Loading Analysis (PLA).** A Network Provider, in connection with an Application, must comply with the PLA methodology described herein and in Appendix G. Acceptable software for use of PLA shall be a commercially available product with general industry acceptance. Should the Network Provider utilize a commercially available software application that City of Bryan does not possess, the Network Provider shall make available to City of Bryan at least one software license for City of Bryan use at the Network Provider's expense, subject to City of Bryan's Information Technology requirements. The Network Provider will gather the pole and Attachment physical and technical information required to conduct a PLA on Poles that meet the criteria for PLA as described in Appendix G, with assistance as required from City of Bryan.
- e) **Submission of Application.** Completed Applications may be submitted by either U.S. mail, electronically to

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*rowpermit@bryantx.gov*, or other means mutually agreeable by City of Bryan and the Network Provider. The Application shall include:

- (i) A complete Application with all applicable supporting documents, tests, reports, applications, permit numbers, and license numbers;
- (ii) A copy of an approved Request for Pre-Certification of Wireless System form for the type of Wireless Installation proposed;
- (iii) A copy of the Safety Briefing for the type of Wireless Installation proposed;
- (iv) Engineering design documents created using the ANSI/SCTE Graphic Symbols Drawing Standards, prepared or reviewed by an Engineer, and including a detail description of the Wireless Installation in compliance with all Applicable Engineering Standards, all detailed design documents for any required Make- Ready Electrical Construction, and the Network Provider's estimated cost of any proposed Make-Ready Electrical Construction;
- (v) The proposed deployment plan for the proposed Wireless Project Area, including a description of how the Wireless Installation will be served with electricity and backhaul broadband telecommunications transport service;
- (vi) A copy of an approved BTU application for electric service showing the electricity account number for the Wireless Installation, or a BTU letter identifying an existing electricity account number that will service the Wireless Installation upon completion of construction;
- (vii) Report certifying compliance with FCC OET Bulletin 65 signage requirements and the location of such signage on the pole, if applicable;
- (viii) PLA worksheets and results, as required by Appendix G;
- (ix) Relevant pole identification data and equipment tagging information; and
- (x) If applicable, a Waiver Request form, as described in Section III.A.6.

Such Application shall be prepared by, or under the authority of, the

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Network Provider. The detailed design documents referenced in this Section V.B.2.d.iv will be undertaken and completed in design tools to be determined by City of Bryan. All actions pursuant to this Section V.B.2.d shall be at the Network Provider's cost and risk.

City of Bryan shall invoice the Network Provider the appropriate Application Fee pursuant to Section II.I.2 and Appendix H.

3. **City of Bryan Review of Application.** City of Bryan will respond to each completed Application and Make-Ready Engineering design documents submitted by the Network Provider within thirty (30) calendar days of receipt. Should City of Bryan be required to return an Application for clarification or modification, the time required for the Network Provider to address the concerns raised and return the Application shall not count against the thirty (30) calendar day period. Any Application that does not conform to the requirements provided in Section V.B.2.d and the Applicable Engineering Standards will be deemed incomplete and immediately rejected by City of Bryan. If an Application is rejected as incomplete, the Network Provider will be provided with a detailed description of changes, modifications, or revisions to the Application necessary for City of Bryan's review and approval within ten (10) calendar days of receipt of the Application.

In the event City of Bryan does not finalize its review of a complete Application within thirty (30) calendar days, City of Bryan may impose a one-time, additional ten (10) calendar day extension period in which to complete its review for each Application. City of Bryan shall provide the Network Provider with seven (7) calendar days' prior notice that it intends to exercise its option to impose the extension period. A Wireless Installation shall never be installed without the affirmative written consent of City of Bryan and issuance of a Permit.

- a) **Review.** In making its decision as to whether to issue a Permit, City of Bryan will consider engineering and safety requirements, in accordance with the Applicable Engineering Standards set forth in Section II.A.4. In addition, City of Bryan shall consider Capacity constraints, including the future needs of City of Bryan as determined in accordance with the Reserved Capacity provisions set forth in Section II.H.10, flood zone requirements, other City of Bryan projects, and other circumstances known at the time that would directly affect the engineering, safety requirements, and Capacity constraints associated with desired pole. Specifically, City of Bryan will not consider a Service Pole mounted Wireless Installation on a Pole subject to a pending Wireless Installation Application or that is already hosting a Wireless Installation. Other Capacity constraints may impact approval of a Wireless Installation Application as described in Section V.B.3.f below.

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- b) **Make-Ready Construction.** In the event that an Network Provider's proposed Application requires City of Bryan to undertake and complete Make-Ready Construction to accommodate the Network Provider's Application, City of Bryan will review the detailed design documents and the cost estimate for this Make-Ready Construction work provided by the Network Provider. Following City of Bryan's approval of the Make-Ready Construction design and review of the estimated Make-Ready Construction costs, City of Bryan may, at its discretion, revise the cost estimate to more accurately reflect the anticipated cost of the work. City of Bryan will then submit this estimate of the cost of Make-Ready Construction to the Network Provider utilizing the *City of Bryan Authorization for Make-Ready Work* form, whose web link is provided in Appendix B, for approval from the Network Provider to proceed. The Network Provider shall approve the make advanced payment of this cost estimate in order for any Make-Ready Construction to proceed in accordance with the provisions of Section II.I.3. The Network Provider shall have fifteen (15) calendar days following the issuance of the *City of Bryan Authorization for Make-Ready Work* form to approve the estimate and provide payment. Failure of the Network Provider to respond to City of Bryan or return the *City of Bryan Authorization for Make-Ready Work* form within the fifteen (15) calendar day period will result in the Application being cancelled by City of Bryan, with all applicable Application Fees being non-refundable.
- c) **Changes Required.** If City of Bryan describes any changes, modifications, or revisions to the proposed Make-Ready Construction design documents pursuant to this Section V.B.3, City of Bryan shall notify the Network Provider in writing. Upon receipt of such notice, the Network Provider may notify City of Bryan in writing that it agrees to the changes, modifications, or revisions to the proposed Make-Ready Construction required by City of Bryan, in which case the Network Provider may resubmit the Application as amended and it shall be deemed granted; or the Network Provider may propose alternative changes, modifications, or revisions consistent with Applicable Engineering Standards by resubmitting the Application with such other alternative proposals, provided that such resubmission explains the reasons for the alternative proposals and addresses all concerns raised by City of Bryan in response to the initial Application. The alternative proposals shall not be the original Make-Ready Engineering design documents rejected by City of Bryan.

The Network Provider shall incur an Application Fee upon resubmitting the Application containing the alternative proposals.

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City of Bryan shall have thirty (30) calendar days of receipt thereof to provide the Network Provider with:

- (i) Notification that access is granted based on the alternative proposals; or
- (ii) A detailed description of any changes, modifications, or revisions to the alternative proposal necessary to comply with safety, reliability, or generally applicable engineering practices or standards.

In the event City of Bryan fails to complete its review within thirty (30) calendar days of the resubmitted Application containing the alternative proposals for Make-Ready Construction, City of Bryan may impose an additional ten (10) calendar day extension period in which to complete its review of the resubmitted Application. City of Bryan shall provide the Network Provider with seven (7) calendar days' prior notice that it intends to exercise its option to impose the extension period. A Wireless Installation shall never be installed without the affirmative written consent of City of Bryan and the issuance of a Permit.

- d) Compliance by Network Provider. City of Bryan's acceptance of the submitted Make-Ready Construction design and engineering documents does not relieve the Network Provider from compliance with the requirements of the Texas Engineering Act, the National Electrical Safety Code, and all other Applicable Engineering Standards as required by this Standard.
- e) Application Approval.
  - (i) *If Make-Ready Construction is Required.* After acceptance of all necessary revisions, City of Bryan will issue to the Network Provider the *City of Bryan Authorization for Make-Ready Work*, a link to which is in Appendix B. The Network Provider shall comply with the provisions of Section V.B.4.
  - (ii) *If Make-Ready Construction is Not Required.* After acceptance of all necessary revisions to the Application, City of Bryan will issue to the Network Provider the *City of Bryan Notice to Proceed*, a link to which is in Appendix B. The Network Provider shall comply with the provisions of Section V.B.4.e.
- f) Treatment of Multiple Requests for Poles in the Same General Area. City of Bryan will not authorize more than one Wireless Installation per Pole. Pole assignments for Wireless Installation Applications

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shall be considered on a “first-come, first-served,” non-discriminatory basis. Should an Network Provider fail to install a Wireless Installation within the allotted time frame, the requested pole will be released and made available to another Network Provider upon request as further described in Section V.B.3.g.i below.

4. **Make-Ready Construction.** If Make-Ready Construction is required to accommodate a Wireless Installation, City of Bryan or its contractors shall perform such work at Network Provider’s expense as provided in Section V.B.3, Section V.B.5.e, and Appendix B.
  - a) **Advance Payment.** Upon execution of City of Bryan Authorization for Make-Ready Work by an Network Provider, City of Bryan shall schedule the Make- Ready Construction. Pursuant to Sections II.I.3, City of Bryan shall require payment in advance for any Make-Ready Construction, to be performed by City of Bryan or its contractors based upon the estimated cost of such work.
  - b) **Work Performed by City of Bryan or City of Bryan Contractor.** Make-Ready Construction shall be performed only by City of Bryan and/or a contractor authorized by City of Bryan to perform such work. City of Bryan will strive to perform the Make-Ready Construction to accommodate an Network Provider’s Wireless Installation within sixty (60) calendar days of receipt of the advanced payment estimate for the Make-Ready Construction. City of Bryan shall provide to the Network Provider as soon as possible the estimated schedule for completing the Make-Ready Construction.
  - c) **Work Schedule.** In performing all Make-Ready Construction to accommodate an Network Provider’s Wireless Installations, City of Bryan will include such work in its normal work schedule on a non-discriminatory basis. In the event the Network Provider requests that the Make-Ready Construction be performed on a priority basis or outside of City of Bryan’s normal work hours, the Network Provider shall pay the appropriate increased costs. Nothing herein shall be construed to require performance of any Network Provider’s work before other scheduled work, City of Bryan service restoration, or other Emergency work.
  - d) **Notice to Proceed.** Following completion of the Make-Ready Construction, City of Bryan will issue a City of Bryan Notice to Proceed, a link to which is in Appendix B, to the Network Provider (applicant) in writing that the Pole is available for Make-Ready Wireless Installation Construction.

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- e) **Failure to Attach.** An Network Provider must exercise the right granted by the City of Bryan Notice to Proceed within ninety (90) calendar days of issuance of the Notice to Proceed. If needed, the Network Provider may request in writing to City of Bryan an additional thirty (30) calendar day extension of the effective period of the Notice to Proceed. The request for this extension must be received by City of Bryan no later than seven (7) calendar days before the expiration date provided in the Notice to Proceed. In considering this request, City of Bryan will review past construction practices of the Network Provider and current efforts underway to complete the installation for which the extension was requested. City of Bryan will provide a written response to the request for extension within three (3) calendar days of receiving the request. City of Bryan, at its discretion, may not consider any requests for extension received within seven (7) calendar days of the expiration of the Notice to Proceed.
- (i) Failure to install a Wireless Installation within the effective period of the Notice to Proceed, or extended period if granted by City of Bryan, will result in expiration of the Application and the forfeiture of the applicable Application Fees and any payments made for Make-Ready Work already completed. Following expiration of an Application, should the Network Provider wish to continue to install the Wireless Installation subject to the expired Application, the Network Provider must submit a new Application covering the same Wireless Installation including all appropriate Application Fees.
- (ii) City of Bryan and the Network Provider shall determine a mutually-agreeable schedule for the completion of the Make-Ready Work should an issue of Force Majeure, as described in the Wireless Installation Agreement, be asserted by either party.

**5. Reserved.**

**6. Notice of Attachment Completion and Acceptance.**

The Network Provider shall notify City of Bryan in writing by submitting the Completion of Network Provider Construction form in Appendix B, within ten (10) calendar days following the acceptance by all Network Providers whose facilities were rearranged or transferred that all Make-Ready Wireless Installation Construction has been completed and accepted, and that the new Wireless Installation and all Make-Ready Work are ready for City of Bryan to undertake Post-Construction Inspection.

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**7. Post-Construction Inspection.**

- a) Construction Subject to Inspection. City of Bryan shall complete a Post-Construction Inspection of applicable Make-Ready Work at the Network Provider's expense within thirty (30) calendar days of receiving the Network Provider's notification set forth in Section V.B.7. City of Bryan will conduct the Post-Construction Inspections to evaluate compliance with the requested Permit, Applicable Engineering Standards, or other design and installation requirements. Completion of a Post-Construction Inspection by City of Bryan shall not in any way relieve any Network Provider or an Network Provider's insurers of any responsibility, duty, obligation, or liability under these Standards, any contractual agreement, or otherwise; nor does City of Bryan's ability to make Post-Construction Inspections relieve an Network Provider from its obligations to exercise due care in the installation of its Wireless Installations. The Post-Construction Inspection provision set forth in this Section V.B.8.a does not affect any other inspection requirements elsewhere in these Standards. This Section V.B.8 also applies to supplemental Post-Construction Inspections where the Network Provider reports "final corrections" of previously identified non-compliant work or locations as described in Section V.B.8.b below.
- b) Compliance. In the event a Post-Construction Inspection conducted pursuant to Section V.B.8.a reveals that corrections or other actions are required of an Network Provider, including without limitation those required for reasons of safety or structural integrity, the Network Provider shall make such required corrections or take the requested actions within thirty (30) calendar days after the date City of Bryan sends written notice. If City of Bryan determines in its reasonable judgment and discretion that the needed corrections rise to the level of an Emergency, City of Bryan may perform the necessary corrective work without providing notice, at the Network Provider's sole risk and cost plus ten-percent (10%). As soon as practicable thereafter, City of Bryan will advise the Network Provider of the work performed or the action taken.
- c) Issuance of Permit. Upon satisfactory completion of the Post-Construction Inspection, City of Bryan shall notify the Network Provider in writing that City of Bryan has approved the Wireless Installation(s) identified in the Application by submitting to the Network Provider a Permit, a copy of which form is located in Appendix B, for said applicable Wireless Installation.

## **VI. APPENDICES**

**A. City of Bryan Network Provider Registration & Annual Reporting Form**

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- B. City of Bryan Wireless Installation Program Forms**
- C. City of Bryan Notice of Dispute Form**
- D. City of Bryan Specifications for Attachments**
- E. City of Bryan Vertical Clearance Requirements**
- F. Reserved for Future Use**
- G. City of Bryan Pole Loading Requirements**
- H. City of Bryan Schedule of Pole Attachment Rates, Fees, and Charges**

## Appendix A: City of Bryan Network Provider Registration & Annual Reporting Form

This form is available for download from City of Bryan's webpage.

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## Appendix B: City of Bryan Wireless Installation Program Forms

These forms are available for download from City of Bryan's webpage. Each document listed is hyperlinked. Clicking on the hyperlinks will open the document for completion by Attacher.

- B1: Reserved*
  - B2: City of Bryan Application for Wireless Installation Permit*
  - B3: City of Bryan Request for Pre-Certification of Wireless System*
  - B4: City of Bryan Request for Waiver of Applicable Engineering Standards*
  - B5: City of Bryan Authorization for Make-Ready Work*
  - B6: Reserved*
  - B7: City of Bryan Completion of Network Provider Construction*
  - B8: City of Bryan Notice to Proceed*
  - B9: City of Bryan Permit for Wireless Installation*
  - B10: City of Bryan Notice of Unauthorized Wireless Installation*
  - B11: City of Bryan Pole Attachment Standards Revision Request (PASRR)*
  - B12: City of Bryan Pole Attachment Standards Revision Request (PASRR) Comment Form*
  - B13: City of Bryan Notice of Safety Violation*
  - B14: City of Bryan Notice of Safety Violation Assessment Charge*
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## Appendix C: City of Bryan Notice of Dispute Form

This form is available for download from City of Bryan's webpage.

## Appendix D: City of Bryan Specifications for Wireless Installations

The following engineering and construction specifications practices will be followed by the Network Provider when making Wireless Installations to City of Bryan Service Poles or other City of Bryan Facilities. The items listed below are not an exhaustive list, and are intended to supplement, not replace the National Electrical Safety Code (NESC) or other Applicable Engineering Standards required by the Wireless Installation Agreement, City of Bryan Pole Attachment Standards, or other applicable City of Bryan standards and specifications.

### A. Reserved

### B. Wireless Installations:

1. **FCC OET Bulletin 65 (Maximum Permissible Exposure):** Network Provider shall comply with all provisions and guidelines of the FCC OET Bulletin 65, as may be amended from time to time. As part of the Pre-Certified Equipment process, and prior to City of Bryan granting any Permit to attach, Network Provider shall submit a report certifying FCC OET 65 compliance for each applied or licensed Wireless Installation location. The report can be in the format of the Network Provider's regulatory department standards. The following elements, at a minimum, must be contained within the report:

- a) A statement of compliance (or non-compliance),  
b) Date of the report,  
c) Date of statement of compliance,  
d) City of Bryan Pole Number proposed for the Wireless Installation,  
e) Network Provider's site or identification number for the Wireless Installation,  
f) GPS coordinates of the proposed pole for the Wireless Installation,  
g) Calculation of RF power at the transmitter or Remote Radio Heads,  
h) Calculation of RF power at the Antennas, and  
i) Location of the applicable signage with above ground level height listed.

City of Bryan reserves the right not to accept reports that City of Bryan in its reasonable discretion deem incomplete, contradictory, and/or erroneous. All statements of compliance must be signed by an authorized and responsible employee of the Network Provider or the FCC licensee that owns the licensed frequencies subject to compliance, if the Network Provider is not the same party (the "Licensed Party"). The Network Provider or Licensed Party is required to resubmit annual reports and statement of compliance for each permitted Wireless Installation location. The annual report will be due on the anniversary date for annual reports set by City of Bryan in Section II.F.

2. **RF Signage Requirements.** Approved signage compliant with FCC OET Bulletin 65 shall be posted at each Pole, Streetlight Pole, and/or at multiple locations on the

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pole as required by FCC OET 65. The RF signage shall comply with the appropriate and predetermined exposure level applicable to: “General Public”, “Occupational Worker”, and “Specialized Worker” as shown in the figure below.



All signage shall be of made of weather, corrosion, and ultra-violet (UV) resistant materials.

3. **Antenna.** All Antennas shall be located in a defined Antenna Area as provided in the illustrations in Appendix I. The Antenna Area is not exclusive for the Network Provider’s sole use, but shall allow for other permitted Network Providers and expressly City of Bryan’s use and operation of the pole. Antennas can be flush-mounted or installed on standoffs on the poles.
  - a) **Type, Size and Quantity** – Antennas can be of a panel or omnidirectional type. Panel Antennas cannot exceed twelve inches (12”) in height (vertical length), twelve inches (12”) in width, or eight inches (8”) in depth. Omni directional antennas cannot exceed twelve inches (12”) in height (vertical length), twelve inches (12”) in width (depth and with are the same measurement of an omnidirectional antenna). There can only be three (3) antennas per Antenna Area. Additional consideration for Antenna height is specified in Appendix I.
  - b) **Licensed Frequency** - Antennas shall only transmit or receive frequencies that are licensed by the FCC to the Network Provider or Infrastructure Provider Sublicensee. No third party agreements are accepted for non-licensed Network Providers to transmit or receive frequencies of another FCC- licensed entity. Frequency bands listed by the FCC to be unlicensed, and available for open use, may be transmitted or received, as long as they do not cause interference with another Network Provider, FCC-licensed entity, or City of Bryan.
  - c) **Attachment Position and Defined Space**
    - (i) Antenna clearances in any direction from supply and other communications lines shall be in compliance with this Section D.3, Section D.11, Section D.12, and Appendix I. In no circumstance shall an Antenna clearance be less than specified by the NESC.<sup>14</sup>

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- (ii) Standoff(s), supplement mounting pipe(s) and hardware cannot be greater than twelve inches (12") in height (vertically) and twelve inches (12") in length (horizontally). Antenna space cannot occupy more than three (3) individual quarters of any pole's cross-Section. Additional Antenna accessory equipment may be install within the limitations of the defined Antenna Area. Antenna accessory equipment cannot interfere with the operation or use of the applicable pole by other permitted Network Providers or expressly City of Bryan. Antenna accessory equipment can be affixed to the Network Provider's standoff or Antennas. All Accessory equipment must be listed on the Application at the time of submittal and included in any post-installation inventory.
  - d) Emergency RF/ Power Shut-Off – Upon either City of Bryan disconnecting the electric energy source at the Electricity Network Interface Device and/or request the Network Provider to cease operations, the Network Provider shall take all actions necessary to cease all operations of the Wireless Installation including any provisions for back-up power.
4. **Riser Cable.** Riser cables are used to connect Antennas and Antenna accessory equipment, backhaul services, and power lines to Wireless Equipment components. All Riser Cables shall be in conduit with top side weatherheads. Power cables transporting AC power shall be in separate conduit from DC power or telecommunications cable. All conduit shall be schedule 40 Rigid Steel Conduit (RSC) finished galvanized or painted to match (if required or applicable). All metallic conduit shall be bond to ground at the Antenna Area ground point and at the Wireless Equipment area ground point.
- a) Type, Size and Quantity - Cables can be coaxial, fiber optic, solid or stranded metallic conductor. Hybrid cables, cable with two or more cable types enclose in one sheath, are permitted. No exposed Riser cables, Riser cables not in conduit, shall exceed the nominal size of 5/8 inch for coaxial or fiber optic, or 2 AWG for solid or stranded metallic conductor.
  - b) Attachment Position and Defined Space - Riser cables with conduit must be affixed to the pole with a standoff that provides 12 inches of separation from the pole. The horizontal width of the conduit standoff cannot be greater than twelve (12) inches. Conduit size and count cannot exceed either a single four inch (1-4") conduit or two two-inch (2-2") conduits.

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No more than three (3) total Riser conduits shall be placed on any standoff. Any bottom-side transitions flexible transition to Wireless Equipment Cabinet shall be in Liquid-tight Flexible Metal Conduit (LFMC). No exposed Riser cable slack to be stored externally. All slack to be stored in junction boxes or Wireless Equipment Cabinets within the Wireless Equipment area.

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- 5. Radio Equipment.** Radio equipment can be located in RRHs, housed in the Wireless Equipment Cabinet, or even within the Antenna itself. The most common application of radio equipment is in the RRH. Radio equipment can transmit, receive, or transceive.
- a) Type, Size and Quantity - Radio equipment is not limited to size or quantity.
  - b) Attachment Position and Defined Space - Radio equipment is housed in other inventoried Wireless Installation components. An RRH may be installed within the Wireless Equipment Area to include internal mounting within the Wireless Equipment Cabinet. An RRH shall not be mounted within the Antenna Area or Pole Top Space.
- 6. Wireless Equipment Cabinets.** A Wireless Equipment Cabinet is a weathertight housing purposed to mount components of the Wireless Installation. Typical devices housed in Wireless Equipment Cabinets include: radio equipment, routers, network interface devices, splice trays, computer electronics, DC power plants, power inverters, circuit breakers, batteries, fans, heat exchangers, and assorted cable jumpers interfaces. Wireless Equipment Cabinets may be mounted directly on a pole in the unusable space (defined as the pole space from ground level to eighteen feet (18') above ground level).
- a) Type, Size and Quantity – Wireless Equipment Cabinets are typically made of steel or aluminum alloys for strength and corrosion resistance. All Wireless Equipment Cabinets are to be structurally rated by the manufacturer to hold any housed components, and the weight thereof, as well as the weight of the Wireless Equipment Cabinet. A Wireless Equipment Cabinet may be modular with separate divided cabinets affixed together or adjacent in a contiguous fashion. The maximum dimension for any Wireless Equipment Cabinet shall be sixty inches (60") in height, forty inches (40") in width, and twenty-four inches (24") in depth.
  - b) Attachment Position and Defined Space - The Wireless Equipment Cabinet must not occupy more than two (2) adjoining one-quarter (1/4) cross-Sections of any pole. Riser cable, conduits, and Wireless Equipment Cabinets are required to occupy the same cross-Sections. The total dimension of the Wireless Equipment Cabinet, to include the total dimension of any RRH, junction boxes, and shut-off switch box, make up the total Wireless Equipment Area. The total weight of any Wireless Installation for a Wireless Equipment Area cannot exceed two-hundred pounds (200 lbs). City of Bryan will review the required PLA in order to approve the pole chosen prior to the installation of all new Wireless Equipment Cabinets to confirm that the pole is suitable for the installation. Wireless Equipment Cabinets may not be installed on:

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- (i) Junction poles (a pole where the City of Bryan primary electric distribution line runs in four or more directions);
  - (ii) Poles that are 60 feet or greater in size;
  - (iii) Transmission poles;
  - (iv) Poles with a Wireless Equipment Cabinet already installed;
  - (v) Poles with cabinets containing controls such as fire alarm, police signal, or traffic signals;
  - (vi) Poles with existing equipment mounted to them such as primary metering, capacitor controls, regulator controls, recloser controls, air-switch operating handles, or an existing electrical service entrance;
  - (vii) Poles that are not accessible to mechanized equipment (i.e., a bucket truck); and
  - (viii) Poles with underground electric or communication riser conduits.
- c) Ground Installations - If the limitations of the Wireless Equipment Cabinet or Wireless Equipment Area on a pole are not compatible with the design of the Wireless Installation, ground installations may be permitted subject to City of Bryan's approval. Any Wireless Equipment Cabinet or Wireless Equipment Area must be at least four feet (4') from any applicable pole, anchor, guy, conduit, or Riser as shown in Appendix I. There are no weight limits requirement by City of Bryan on ground installations. Considerations for dimension of ground installation are based on the proximity of the Wireless Equipment Area to the pole and City of Bryan's ability to access the applicable pole. City of Bryan does not grant permission for Wireless Equipment to be located on third-party property. It is the responsibility of the Network Provider to secure legal authority to use such private property
- d) Markings – Network Providers shall install signs or decals made of weather, corrosion, and UV resistant materials easily visible from the ground level. At a minimum, each sign or decal shall indicate the Antenna's owner/operator's name, emergency 24-hour contact number, and unique identifier for that Antenna site.
- e) Wireless Equipment Installations - Installation of Wireless Equipment Cabinets and Wireless Equipment Area for DAS Systems may be located outside the Public Rights-of-Way. City of Bryan does not grant permission for Wireless Installations to be located on third-party property. It is the responsibility of the Network Provider to secure legal authority to use such private property.

7. **Conduit Requirements**. Conduits described in this Section refer to below ground conduits and transitions to Riser cable conduits or Wireless Equipment Cabinets.

- a) Type, Size and Quantity - Below ground, all horizontal runs shall be schedule 40 PVC or SRD-11 HDPE. Transitions to above ground shall be

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in schedule 40 RGS conduit with galvanized finish. All coupling points shall be threaded mechanical or solvent-welded and watertight. Conduits cannot exceed a diameter of four inches (4"). No more than four (4) conduits shall be permitted to affix to Wireless Equipment Cabinets or Riser cable conduit.

- b) Conduit Location - Conduits shall remain twelve inches (12") from all other Wireless Equipment below ground facilities. All conduits shall be locatable and the responsibility of the Network Provider to locate per Texas law and the regulations of the Damage Prevention Councils of Texas.

- 8. **Backhaul Service**. Backhaul service refers to the side of the network that communicates with the core network and not between localized components of the Wireless Installation installed on the distribution pole. Backhaul service can either be wireline or wireless.

- a) Wireline - Wireline backhaul service is typically fiber optic, as copper circuits do not provide the necessary bandwidth for data throughput. Copper telephone circuits and coaxial cables can as be used for wireline backhaul if bandwidth speeds allow. No wireline attachments will be made to City of Bryan Pole. Reference BTU standards for wireline permitting.
  - (i) *Self-Provisioned* - The Network Provider may provide its own backhaul service through a BTU Attachment Agreement and Permitted wire Attachments. The self-provisioned wire Attachment may be existing or proposed. BTU and the City of Bryan will make best efforts to review both the wire Attachment Application and the Wireless Installation Application concurrently, but each Application is treated separately for contractual purposes. Applications and all associated documents must have a common reference name for any concurrent Applications review to be considered.
  - (ii) *Third-Party Provided* - A Network Provider may obtain backhaul service from another Network Provider. The third-party provided wire Attachment may be existing or proposed. If proposed, the third-party Network Provider must have an executed BTU Pole Attachment Agreement and shall submit the Attachment Applications at the same time as the Wireless Installation Application is submitted. BTU and the City of Bryan will make best efforts to review both the third-party wire Attachment Application and the Wireless Installation Application concurrently, but each Application is treated separately for contractual purposes. Applications and all associated documents must have a common reference name for any concurrent Application review to be considered.

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- (iii) *Type of Backhaul Facility* - Underground backhaul facilities are permitted when transitioning from another BTU pole line, a transportation crossing, or to an Network Provider installed pole.
  - (iv) *Point of Demarcation* – The Backhaul Network Interface Device is to be clearly stated on the submitted engineering drawings, as required with the Pre-Certified Equipment form and the Application, with the provider of backhaul services clearly identified. Splice cases on the messenger wire can be the point of demarcation for self-provision backhaul services. For third-party backhaul services, the Backhaul Network Interface Device must be a junction box mounted in the Wireless Equipment Area, but not in the Wireless Equipment Cabinet, or a ground vault pedestal or enclosure not mounted on the City of Bryan Pole. Any junction box mounted in the Wireless Equipment Area must be labeled with the third-party backhaul provider name, Tagged (per Section III.A.7 and Appendix D Section B.6.d), and unique (pole location specific) identifying number or code for the demarcation point.
- b) Wireless – A Network Provider constructing a Wireless Installation has the option to use wireless backhaul services. Any Antenna for wireless backhaul services is counted towards one (1) of the three (3) total Antennas allowed. Wireless backhaul service Antennas shall comply with all the specifications listed in Appendix D, Section B.3.
- (i) *Type, Size and Quantity* - All specification in Appendix D, Section B.3 shall apply. In addition, wireless backhaul Antennas shall have the specific azimuth (accurate to the degree) and the length of the link path (accurate to the tenth of a mile) listed on the submitted drawings required by the Application.
  - (ii) *Attachment Position and Defined Space* - All specifications in Appendix D, Section B.3 shall apply.
  - (iii) *Self-Provisioned* - Self-Provisioned wireless backhaul services will be approved by City of Bryan, consistent with the applicable provisions of the Wireless Installation Agreement and these Standards.
  - (iv) *Point of Demarcation* - No specific point of demarcation is required for wireless backhaul services. Wireless backhaul services equipment shall be integrated with the Antenna Area, Riser cable conduit, and Wireless Equipment Area.

**9. Electric Service.**

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- a) Equipment Subject to Electric Service - Wireless Equipment requiring electrical service shall follow all applicable codes and regulations including obtaining applicable local building and/or electrical permits.
- b) Compliance with City of Bryan's Electric Service Standards – The Network Provider shall follow all requirements provided in the applicable BTU electric service requirements, as amended from time to time, for its Wireless Installation.
  - (i) *Application for Electric Service* – The Network Provider must make an application for electrical service from BTU as required by BTU's Application for Commercial Electric Service, as may be amended from time to time. The electric service application is not part of the Application for the Wireless Installation Permit but must be completed prior to BTU providing electric service to the location.
  - (ii) *Metered connections* – All services will be metered connections.

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## Appendix E: City of Bryan Vertical Clearance Table

**Clearance Adders:** The vertical clearances required by the NESC are the absolute minimum clearance allowed by City of Bryan in order to issue a Permit. To ensure that NESC clearances are met under all reasonably anticipated circumstances, City of Bryan may require additional tolerances for movement and variances in construction to be added to the NESC requirements. The clearance values in this Section include City of Bryan adders, unless otherwise noted.

Voltages are phase to ground. Clearances below are minimums based on NESC, State Law

(All clearances should be applied under "worst-case" maximum sag conditions.)

Nature of Surface Beneath Wires	NESC Group II		NESC Group IV	NESC Group VI
	Grounded guys; <sup>4</sup> communication cables meeting 230C1 (ft.)	Neutrals, 230E1, (ft.)	0-750V Service drops; open supply cables meeting 230C3 (ft.)	750V-22kV open supply cables; primary (ft.)
Where wires crossing over or overhang				
1. Track rails of railroads <sup>3</sup>	24.0	27.0 <sup>†</sup>	28.0 <sup>†</sup>	30.0 <sup>†</sup>
2. Bridges or grade separations <sup>7</sup>	30.0 <sup>†</sup>	30.0 <sup>†</sup>	30.0 <sup>†</sup>	33.0 <sup>†</sup>
3. Highways or county roads (State or Federally controlled)	18.0 <sup>†</sup>	22.0	22.0 <sup>†</sup>	25.0 <sup>†</sup>
4. Roads, streets, alleys, or areas subject to truck traffic <sup>1</sup>	18.0 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†</sup>	25.0 <sup>†</sup>
5. Driveways, parking lots, and alleys not subject to truck traffic	16.5 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†,6</sup>	25.0 <sup>†</sup>
6. Other land traversed by vehicles, such as cultivated, grazing, forest, orchard, etc.	18.0 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†,6</sup>	25.0 <sup>†</sup>
7. Spaces or ways, not in streets or alleys, accessible to pedestrians only <sup>2</sup>	11.5 <sup>†</sup>	18.0 <sup>†</sup>	18.0 <sup>†,6</sup>	25.0 <sup>†</sup>
Where wires run along & within the limits of road right-of-way or alleys but do not cross over or overhang the roadway or alley				
8. Roads, streets, or alleys	16.5 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†,6</sup>	25.0 <sup>†</sup>
9. Roads where vehicle traffic is unlikely	14.5 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†,6</sup>	25.0 <sup>†</sup>

<sup>†</sup> - State Law<sup>5</sup>

### Footnotes

<sup>1</sup> "Truck traffic" is defined as vehicles of heights greater than 8 feet.

<sup>2</sup> "Pedestrian only" is defined as areas where traffic of any mobile unit higher than 8 feet is prohibited by regulations, permanent terrain conditions or otherwise is reasonably unexpected.

<sup>3</sup> When entering railroad right-of-ways, refer to UP checklist for additional requirements.

<sup>4</sup> All guys are insulated in accordance with NESC Rule 279.

<sup>5</sup> Texas Utility Code, § 21.041, TxDOT-Right of Way, Utility Accommodation Rules (Overhead Electric & Communications Lines).

<sup>6</sup> For service drops of voltages less than 300V (phase to ground), clearance may be reduced Standards.

<sup>7</sup>TAC Utility Code prohibits line crossings at bridges or grade separations, may be allowed 150 feet from bridge abutment with clearances given.

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**Appendix F: Reserved for future use**

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**Appendix G: RESERVED**

## **Appendix H: City of Bryan Schedule of Wireless Installation Rates, Fees, and Charges**

### **1    Application Fee**

- a)    Reserved
- b)    Wireless Installations. For Wireless Installations, the Application Fee shall be \$500 for an Application with up to five Network Nodes to be installed on Service Poles, and \$250 per additional Network Node per Application.

### **2    Annual Fees**

- a)    Reserved
- b)    Wireless Installations. The Network Node Fee is the annual rental payment assessed by City of Bryan to each Network Provider with Wireless Installations, as defined herein. The Network Node Fee shall be \$250 per Network Node installed within the Public Rights-of-Way of the City in 2017 and shall increase each year by one-half of the annual change in the consumer price index as set forth in Section 284.054, Local Government Code. The City will provide each Network Provider notice of the increased Network Node Rate by October 31 of each year.
- c)    Service Poles. \$20 per Network Node per Service Pole occupied

### **3    Unauthorized Wireless Installation Charge**

An Network Provider shall pay City of Bryan, in addition to the annual Wireless Installation Fees that are payable for such Wireless Installations if they are authorized, an Unauthorized Wireless Installation Charge as provided below:

- a)    For entities without a valid Wireless Installation Agreement, the Unauthorized Wireless Installation Charge shall be determined to be \$500 per Wireless Installation per year for each Unauthorized Wireless Installation.
- b)    For Network Providers with a valid Wireless Installation Agreement, the Unauthorized Wireless Installation Charge shall be determined to be five (5) times the annual Wireless Installation Rate (in effect at the time the Unauthorized Wireless Installation is discovered) per Pole per year if the Network Provider does not have a Permit and the violation is self-reported or discovered through a joint inspection. An additional sanction of \$100 per Pole per year shall be paid if the violation is found by City of Bryan during any inspection or during Inventory in which the Network Provider has declined to participate.
- c)    If the date on which the Unauthorized Wireless Installation was made cannot be determined, the Unauthorized Wireless Installation will be assumed to have been

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installed by the Network Provider on the next day following the last completed Inventory, not to exceed five (5) years.

**4      Other**

**Safety Violation Assessment Charge**

The Safety Violation Assessment Charge is \$500 per Safety Violation identified.