



**PARK CITY COUNCIL MEETING MINUTES
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060**

September 2, 2021

The Council of Park City, Summit County, Utah, met virtually in open meeting on September 2, 2021, at 4:15 p.m. in the City Council Chambers.

Council Member Henney moved to close the meeting to discuss property, litigation and advice of counsel at 4:15 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, and Worel

EXCUSED: Council Member Doilney

CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 4:35 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

WORK SESSION

Discuss the Downtown Trash and Diversion RFP Scope:

Luke Cartin, Environmental Sustainability Manager, and Jonathan Weidenhamer, Economic Development Manager, presented this item. Cartin reviewed the current trash contract had been extended a few times, but there were no waste diversion goals within it. Some challenges were trash volume increases, the location, and amount of storage facilities along Main Street. He explained the City's Environmental Leadership goals included recycling and green waste and indicated the community's businesses had voiced this was important to them as well. Cartin indicated the Historic Park City Alliance (HPCA) agreed to increase year-round trash pickup to address the overflow problem. He proposed a 10-year contract, with progressively green goals identified for each year of the contract.

Weidenhamer stated the City was working on the contract in conjunction with the Business District Trash Subcommittee. Also, Jennifer Wesselhoff, Chamber of Commerce President, supported trash diversion programs and thought they aligned with

the sustainable tourism programs in the community. He indicated trash diversion didn't appear to be a big cost. Council Member Gerber asked how common a 10-year contract was, and what would happen if there was a problem mid-contract. Weidenhamer stated he would recommend starting with a six-year contract to make sure both parties were in sync. Mayor Beerman stated there was a lot of monitoring and refining in this plan and he asked who would be over that process. Cartin stated the vendor would be responsible for clear billing that showed what was being done. Council Member Henney asked about the role of Waste Management. Cartin stated they were a big player on the Wasatch Front. Republic and other waste haulers that worked this region were participating in diversion and they would be interested in this contract. Council Member Henney stated Waste Management had a company philosophy that garbage was a mine and they were mining. He thought garbage was a great mine that could be sold and/or recycled. Cartin stated there was a challenge in Summit County, in that the landfill had less than 30 years of life. But these were some solutions that could extend that life.

Council Member Worel asked what the process was, to which Weidenhamer stated he would release the Request for Qualifications (RFQ) in a few weeks, receive the proposals by October, and set the award for October with the contract beginning November 1st. Council Member Henney asked if the contract would start a broader recycling effort throughout the community. Cartin stated the HPCA trash bid was the flagship to the community initiative. There would be an education piece and some sub-strategies for community-wide zero waste. He would come back to Council to discuss a balance of waste, parking, and snow storage. Council Member Henney noted Summit County's residential solid waste contract would expire next year and the County Council was working on a new strategy too. He asked if this was an opportunity to add additional services to this contract. Cartin stated there was an opportunity to add green waste, glass, and more to the contract. The goal was to solidify the baseline and then add the opt-in services. Council Member Henney asked Council to consider a service contract with Recycle Utah for the additional service of clearly marking recycle and trash dumpsters in order to eliminate confusion.

Wesselhoff stated she was pleased with the survey results from businesses and the priority they gave to green waste and recycling. The Chamber supported the business community's sustainable goals. She discussed the Chamber's Sustainable Tourism Pillars, along with their management plan and strategy, and believed the City and Chamber were aligned.

Discuss a Master License Agreement for Small Wireless Facilities in City Right-of-Way:

John Robertson, City Engineer, presented this item and presented slides on wireless towers. He noted the macro towers were not being discussed for the City. He reviewed the passage of Senate Bill 189 in 2018. As a result, the City received requests for small

wireless facilities in 2019. Staff began to draft documents and brought this issue to Council in July, 2020. The community expressed concern about potential health effects that could occur from having these towers. He stated the City could not deny a request on the basis of health, but it could require regular reports on the radio frequencies that emitted from the towers. He stated there were four documents staff prepared in the materials packet: the ordinance, the master license agreement, the design standards, and the permitting application.

Robertson noted the permitting process would ensure the applicant was in compliance with federal and state requirements, with pole heights and with radio frequencies. He stated the City would require poles that would be similar to the design of the current light poles on the City rights-of-way, although they would be about five feet higher.

Council Member Worel asked what the required insurance would cover, to which Tom Daley, Deputy Attorney, stated the liability insurance would cover the cost of equipment/infrastructure if it was damaged in the right-of-way. Council Member Gerber indicated there were already towers on top of buildings around town, and asked if the City could require a fee since it was on public property. Robertson stated companies that had towers on buildings would pay a fee for those locations. Daley stated the City could not charge a fee that exceeded a reasonable cost since the cell companies needed to afford it to provide service to the population. He noted the State Legislature laid out the fee language, along with fee caps. Council Member Henney was disappointed the City had no choice in the approval of these cell towers. He thanked staff for their efforts of staying on top of the issue. He indicated the concern was health and he asked if the Health Board had discussed radio frequencies. Council Member Worel stated the board had not discussed this issue, but she would pass along the suggestion to the board chair.

Mayor Beerman asked if the cell tower could be hidden in the street banners and not on the top of the poles, to which Robertson stated the banners would block the transmission. Council Member Gerber asked if technology would continue to advance so the appearance would improve in the future. Robertson stated the City could not delay approvals until a better design was available. Daley stated the Federal Communications Commission (FCC) prohibited a moratorium on approvals. Mayor Beerman asked if exceptions could be made for the Historic District. Daley indicated there was latitude for better placement in certain districts. Council Member Doilney thought the City could set a high bar for cell tower placement that was in line with the high bar set for standards Citywide. Council Member Worel asked if the City had liability if cell towers were proved to cause health issues. Daley stated there was no precedent, so he couldn't say, but normally the City's liability was very limited. Mayor Beerman thought the middle depiction of a cell tower on a light pole would be acceptable, but he thought the depiction on the far right was awful.

Mayor Beerman opened the meeting for public input.

Tana Toly stated she researched how other cities prevented the cell boxes in neighborhoods, and noted groups were having success by requiring setbacks and other restrictions. She encouraged the City to research ways to prevent the 5G cell boxes in neighborhoods and to communicate and discuss the issues with the community.

Daley stated outside counsel was used to create the City documents, and the City knew the limits in prohibiting the antennas from being installed. Council Member Henney asked if other states had more tools to prevent the cell towers. Daley stated this was a federal and state law, and he was not aware that setbacks or other restrictions had succeeded. There was a lot online about cell towers, but nothing about 5G.

Alex Butwinski indicated his 4G phone worked fine and he didn't see the need for 5G. Robertson indicated 4G would be obsolete after a while.

Christian Hendrickson, Attorney for Verizon Wireless, stated he sent a letter with revisions to the Master License Agreement (MLA) to Council. He wanted to clarify Verizon wasn't part of the process in developing the City documents. He worked with different cities to help get good cell reception for the community, tourists, and emergency service providers. He thought some of the MLA language could be amended to be more compliant with applicable laws. The bond requirement seemed to be excessive, especially since there was an insurance requirement. He stated he looked forward to being part of the process as the documents continued to be worked on.

Mayor Beerman closed the public input portion of the meeting.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communication Reports:

1. No Dumping Stormdrain Decals:

2. Park Silly Sunday Market Mid-Season Report:

3. Budget Monitoring Staff Report - July 2021:

Council Member Henney requested the staff communication reports be mentioned during Council meetings so the community would know Council was aware of the reports. Mayor Beerman reviewed the staff reports. He asked what was driving the increased revenues in the budget reports. Council Member Henney noted there was a lot of diversity on Main Street and he hoped that would translate to vibrancy and a thriving business district. He thought the main benefit of diversity was that people felt safe, welcomed and accepted. Council Member Joyce noted the Transient Room Tax (TRT) increased 137% and he thought the revenue increase was due to tourism. Mayor Beerman was amazed these were numbers for June, since June was usually half of the numbers for July annually. Dias noted there was an increase in online sales as well. Council Member Joyce thought it would be interesting to see if the percentage of primary residents was increasing.

Council Questions and Comments:

Council Member Joyce stated he was concerned about what was happening with COVID within the City and County. There were events such as Park Silly Sunday Market and the Follies, where there wasn't sufficient social distancing, yet the majority of people were not wearing masks. He knew the City took counsel from the County, but he was frustrated with the lack of action in spite of daily increases in COVID cases for the past three months. He asked if the City should take independent action. Mayor Beerman indicated he talked to the Summit County Council and the Health Department and he was told they were monitoring the situation, but they didn't think the numbers were at the point of taking action. Council Member Joyce stated the County went from low transmission to high transmission since June and nothing had been done. Council Member Gerber noted case rates by demographic and indicated businesses were asking for a mask mandate. She thought someone needed to step in and provide guidance.

Council Member Worel recognized these points, and stated the City worked with the Health Department. She asked if Council wanted to separate from the Summit County Council and the Health Department. Council Member Joyce stated the Health Department took a leadership role a year ago, and then the State followed. Now, the transmission rate was increasing and nothing was being done. He preferred that the

County step up and take action. All of Council asked for a discussion. Council Member Worel asked that the discussion take place with Summit County. Council Member Doilney noted the State made it more complicated to take action, but he felt a discussion would be worthwhile. Mayor Beerman asked for a special meeting to discuss this. Dias indicated he would coordinate a date.

Council Member Worel indicated the Friends of the Library was having a book sale this weekend. Voter Rise was launching a new program, "If I ran the City", for 16-29 year-olds to submit a paper on what they would do if they ran the city.

Council Member Gerber stated she attended the Colorado Association of Ski Towns (CAST) meeting with Mayor Beerman, and housing led the conversation. She listed many of the Colorado taxes that helped with affordable housing and the cities' ability to cap nightly rentals. Other topics included greenhouse emissions. She noted the conference would be coming to Park City in October and she hoped outdoor spaces could be utilized. Council Member Gerber also spoke at the Workforce Development conference, and she hoped the City could work with the Chamber to help find workforce for the community.

Council Member Doilney attended a Social Equity Taskforce meeting, and one attendee noticed many residents came across as snarky. He stated there was a lot of diversity on Main Street, but familiar faces were becoming rarer. He hoped the community could be like the younger generation in welcoming all.

Council Member Henney attended the Chamber luncheon and he indicated the Chamber promoted the same community values as the City. Adolf Imoden and Charlie Sturgis were honored at that time. He stated a member of the Planning Commission was concerned there was no City Transportation Plan, and he noted all the Transportation plans that were regularly updated and currently being studied. Council Member Worel stated the Transportation team and the taskforce were working hard on the long and short range transportation plans and it would be reported on at the mid-year retreat. Council Member Joyce indicated the concern was that the City was working on a plan and there wasn't a plan already in place, while planning decisions needed to be made now. Council Member Henney listed several Transportation plans and policies and asked if there should be a joint meeting where the Transportation team could present the plans. Council Member Worel stated there were some plans in progress and staff was working hard to complete the plans. She thought a joint meeting could be beneficial. Mayor Beerman stated some commissioners were looking for policy direction since the General Plan had changed dramatically. He asked Dias and Plane to address the situation.

Mayor Beerman indicated he attended the CAST meeting and housing and climate work was being done. Some peer towns were concerned with workforce and housing

shortages. He stated there was some concern in the community about drone deliveries and he suggested an ordinance on drone standards. Mayor Beerman noted the Human Rights MEI scorecard went from a 38 to a 70, which was the highest ranking in the State and he thanked the taskforce that worked on this. He also noted the passing of Robin Sletten, Phyllis Maizlish, Duane Schmidt, mayor of Coalville, and Victor Berriochoa.

III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Beerman opened the meeting for anyone who wished to comment or submit comments to the Council on items not included on the agenda.

Andre Shoumatoff added to the comment on snarkiness and admitted he was one of those. There were challenges of COVID, social media, and other things, but people were waiting 15 minutes in traffic in the mornings and transit was less effective. He thought there was a misunderstanding in what the City thought it was. It was now next to a metropolitan area. Park City was no longer a small town. Then there was Park City and the part of the county called Park City. Greater Park City residents didn't think the Council supported them. He expressed concern about the zipper merge into town and didn't think it should be there in the first place. Since people couldn't afford to live in town, this was one way to make the commute better. He discussed the towing at Guardsman Pass and thought it was cruel. He stated there was a disconnect between reality and what was occurring in the City.

Ashlee Cawley, Republic Services, stated she worked with residential contracts and she expressed her appreciation to the City. Republic was excited to see the RFQ and she noted they had sustainable programs.

Council Member Joyce commented that he communicated with Shoumatoff and he thought there was room for improvement at Guardsman Pass and Bonanza Flat. He asked Dias to have Deters post notices for skiing and parking as the City moved into the winter season. He thought Deters could put that in a report in October.

Dave Rockwood thanked Council for their work to keep Park City such a wonderful place. He stated the City was changing and the biggest challenge was traffic. He asked why the old Olympic parking lots weren't being used. Mayor Beerman stated park and ride models were being worked on, including one at Quinn's Junction. Most of the Olympic parking lots were not owned by the City.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from August 19, 2021:

Council Member Gerber referred to Page Three, Line 38 and clarified she thought a PID policy was needed.

Council Member Henney stated Page Five, Line 20, should read “staff reports” instead of “projects.” Also, on Page Eight, Line 12, Pete Emery was the new Deputy Fire Chief.

Council Member Gerber moved to approve the City Council meeting minutes from August 19, 2021 as amended. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

V) NEW BUSINESS

1. Consideration to Approve Ordinance 2021-34, an Ordinance Approving the 1003 Norfolk Avenue Amended Plat, Lot 1 and Lot 2 in Block 16 of Snyder's Addition, Park City, Utah:

Alex Ananth, Senior Planner, presented this item and stated the amendment would combine two lots and remove the internal lot line. She noted Condition of Approval Three was modified and would now state: “The applicant shall enter into an encroachment agreement with the City for the garage prior to recording the plat amendment.”

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce moved to approve Ordinance 2021-34, an ordinance approving the 1003 Norfolk Avenue Amended Plat, Lot 1 and Lot 2 in Block 16 of Snyder's Addition, Park City, Utah with the amended Condition of Approval Three. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration to Approve Ordinance 2021-35, an Ordinance Approving the Fairway Village No. 1 First Amended Amending Lot 28, Located at 2587 Fairway Village Drive, Park City, Utah:

Alex Ananth, Senior Planner, presented this item and stated the owner proposed an addition to the structure. She noted other units in the subdivision had completed similar additions.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Henney moved to approve Ordinance 2021-35, an ordinance approving the Fairway Village No. 1 First Amended amending Lot 28, located at 2587 Fairway Village Drive, Park City, Utah. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Adopt Resolution 21-2021, a Resolution Authorizing the Issuance and the Sale of \$7,000,000 in the Aggregate Principal Amount of Water Revenue Refunding Bonds for the Series 2012 and 2012B:

Jed Briggs and Erik Daenitz, Budget Department, Clint McAfee, Public Utilities Manager, and Brian Baker, Zions Bank Public Finance, presented this item. Council Member Henney asked if this \$7 million would exceed the current \$7 million already approved or if it was just a refinancing, to which Briggs stated this was just a refinancing. McAfee reviewed a slide showing the major projects that would be financed from this bond and noted they were unchanged from 16 months ago, but staff was taking advantage of refinancing at a lower interest rate.

Briggs stated this bond was part of a 20-30 year plan in Finance. He indicated Council authorized \$160 million in water revenue bonds in FY20. The City already issued \$75.5 million and this October, the other \$65 million would be issued. The maximum maturity date would be 20 years. Baker indicated bond interest rates were very low, at close to 1.6%. Council Member Henney was surprised the rate held steady and asked if the demand for issuance was high. Baker stated not all economies were as strong as Utah's economy. Briggs stated the City would save \$500,000 in interest from refinancing.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce hoped the City would not backload the bonds and thought backloading handcuffed future Councils and that it was bad policy. He asked if there was anything outside the Water Department that could be refinanced to gain similar savings. Baker indicated previously, bonds could be refunded sooner than 10 years, but the Tax Reform Act eliminated that option. Briggs added that the City bonded with regularity and this bond refund would be tied to the new bond in order to save money. McAfee noted the backloaded bonds helped keep water rates from increasing. Briggs stated Finance hoped to keep payments consistent.

Council Member Joyce moved to adopt Resolution 21-2021, a resolution authorizing the issuance and the sale of \$7,000,000 in the aggregate principal amount of Water Revenue Refunding Bonds for the Series 2012 and 2012B. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. Consideration to Approve Temporary Artwork for the Arts District:

Jenny Diersen, Special Events Manager, and Jocelyn Scudder, Park City Summit County Arts Council, presented this item. Diersen reviewed the Public Art Board process for recommending this artwork in the Arts District.

Council Member Worel asked what concerns one of the Public Art Advisory Board (PAAB) members had about the artwork. Diersen stated the art was on a panel and they were concerned that a storm would come and knock over the artwork. There were concerns about code compliance, but Diersen stated the art was compliant with the Building Code. Dave Thacker, Building Official, stated Building would make sure the public was safe and the art would meet the minimum standards of the Building and Fire Code. Anchors would be required for the artwork, similar to what was required with Park Silly Sunday Market.

Mayor Beerman opened the meeting for public input.

Alex Butwinski, PAAB member, indicated the board should stay focused on the aesthetics of the art and sometimes they strayed. As far as the artwork approved, everyone was supportive of the aesthetics.

Mayor Beerman closed the public input portion of the meeting.

Council Member Joyce favored putting the public space to use and he appreciated the bilingual approach. Council Member Henney noted the selections were outstanding. He asked if there were artists that didn't get approved. Scudder stated 17 artists applied, but several did not have completed applications. Of the 14 completed applications, 11 were approved.

Council Member Joyce moved to approve temporary artwork for the Arts District. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

5. Consideration to Approve the Historic Park City Alliance Temporary Chalk Art Project on City Property:

Jenny Diersen, Special Events Manager, presented this item and noted this was the fall phase of the program.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Worel moved to approve the Historic Park City Alliance Temporary Chalk Art Project on City property. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VI) ADJOURNMENT

VII) PARK CITY HOUSING AUTHORITY MEETING

II) ROLL CALL

Attendee Name	Status
Chair Andy Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, Secretary	Present
None	Excused

II) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Chair Beerman opened the meeting for anyone who wished to comment or submit comments to the Council on items not included on the agenda. No comments were given. Chair Beerman closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve the Sale of an Affordable Rental Unit in Kings Crown Subdivision, Located at 1271 Lowell Avenue, #B101, Park City, Utah:

Rhoda Stauffer, Affordable Housing Specialist, presented this item and stated the developer proposed to sell the employee unit in the market rate building. It was intended for an employee working onsite and the employee living there had requested to buy it. She noted the deed restrictions allowed for the sale of the unit and the CCRs protected the affordability of the unit.

Board Member Gerber noted the unit had access to all the amenities, but it had the reduced HOA fee, which was nice. She asked if the employee had to remain employed at the site, to which Rory Murphy, the developer, indicated no.

Chair Beerman opened the meeting for public input. No comments were given. Chair Beerman closed the public input portion of the meeting.

Board Member Gerber moved to approve the sale of an affordable rental unit in Kings Crown Subdivision, located at 1271 Lowell Avenue, #B101, Park City, Utah. Board Member Worel seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Downtown Waste Management

RFQ Scope



Current State

Contract from 2013 (ext. 2016/2019/2020)

Over 150 businesses

Individual or shared accounts for each business

No diversion goals

Twice-a-week mobile recycling though self-imposed franchise fee

BID collects \$243/business to administer the contract



Challenges

Volume increases

Hauling frequency

Overflowing trash

Location & amount of storage facilities

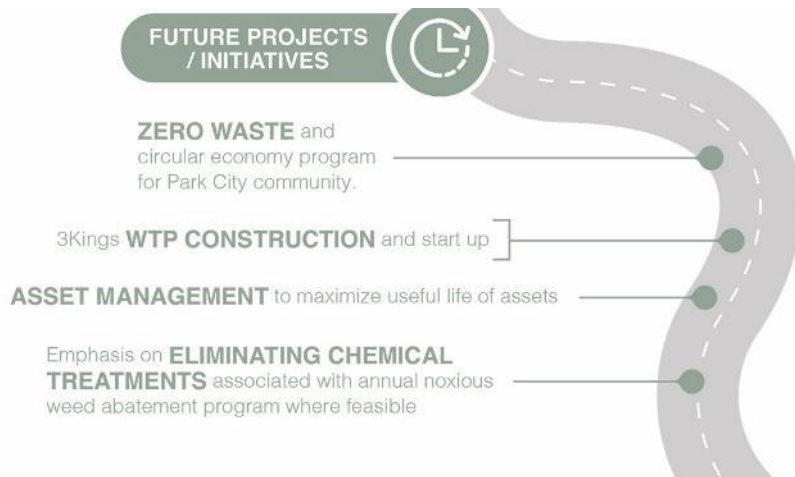
Storm drain protection



Zero Waste

Zero Waste

ENVIRONMENTAL LEADERSHIP PILLAR



Q16: How important are the following issues to your business?

	NOT IMPORTANT AT ALL	SOMEWHAT IMPORTANT	NEUTRAL	IMPORTANT	VERY IMPORTANT	I'M NOT SURE	TOTAL		
Labor supply	8.62% 15	12.07% 21	9.20% 16	26.44% 46	43.68% 76	0.00% 0	174	73%	
Affordable housing	11.43% 20	7.43% 13	16.57% 29	21.14% 37	42.86% 75	0.57% 1	175	64%	
Transportation issues	7.39% 13	6.82% 12	11.36% 20	32.39% 57	40.91% 72	1.14% 2	176	73%	
Employee's access to childcare	17.44% 30	8.72% 15	33.14% 57	22.67% 39	17.44% 30	0.58% 1	172	73%	
Diversity, equity & inclusion	5.68% 10	5.11% 9	14.77% 26	31.25% 55	41.48% 73	1.70% 3	176	72%	
Sustainable tourism (a destination invested in protecting its natural environment and community character)	4.00% 7	4.00% 7	14.86% 26	26.29% 46	49.71% 87	1.14% 2	175	76%	#2
Green / recycling initiatives	4.52% 8	3.39% 6	13.56% 24	36.72% 65	40.68% 72	1.13% 2	177	77%	#1
State & local regulations	0.57% 1	3.43% 6	18.29% 32	32.57% 57	44.00% 77	1.14% 2	175	76%	#3
Global / national economic performance	4.00% 7	6.29% 11	19.43% 34	36.57% 64	33.14% 58	0.57% 1	175	69%	
Access to capital	9.09% 16	5.11% 9	36.93% 65	28.41% 50	19.89% 35	0.57% 1	176	48%	
Healthcare costs	5.68% 10	5.11% 9	26.70% 47	28.41% 50	34.09% 60	0.00% 0	176	62%	
Climate change	6.25% 11	3.41% 6	14.77% 26	32.39% 57	42.05% 74	1.14% 2	176	74%	#4



Zero Waste

ENVIRONMENTAL LEADERSHIP PILLAR

Two waste characterization studies underway

Historic Downtown and Residential



Solutions

PARK CITY

1884

Solutions

Overflow

HPCA agrees to increase hauling year-round (shared act)

Work with businesses to reduce overflow issues



Solutions

RFQ
strategy

10 Year Contract

- Year 1:
 - Continue level of service
 - Increase billing transparency
 - Identify leading businesses



Solutions

RFQ strategy

- Year 2:
 - Refine fee schedule
 - Design capital and operational improvements
 - Storage Facilities
 - Sunday haul
 - Seasonal waste/recycling
 - Develop Diversion Strategy:
 - 40% by 2024
 - 60% by 2026
 - 80% by 2028



Solutions

RFQ strategy

- Year 3-10:
 - Implement capital and operational improvements
 - Engagement and participation
 - Provide transparency and diversion
 - Provide guidance



Questions to Consider



- Overall strategy
- Diversion milestones
- What are we missing?



SMALL WIRELESS FACILITIES

In the City Right of Way



Macro Cell Towers



—Small Wireless Facilities—



— Small Wireless History —

2018 State Senate passes - SB 189 Small Wireless Facilities Deployment Act

SB 189 – “permits a wireless provider to deploy a small wireless facility and any associated utility pole within a right-of-way under certain conditions.”

SB 189 – “permits an authority to establish a permitting process for the deployment of a small wireless facility and associated utility pole under certain conditions.”

2019 – PCMC Engineering receives requests from wireless providers to install SWF’s in Park City, starting with placement in the Historic District.

July 2020 – Engineering/Planning/Legal conduct a workshop with Council regarding a proposed permitting process with draft guiding documents and receive public input.

August 2020 to September 2021 – Eng/Pln/Legal update the Ordinance, Master License Agreement, Design Standards, and Permit Application.

Spring of 2021 these documents were presented to Historic Preservation Board for input and comment.



–PCMC SWF Permitting Process–

Ordinance – establishes the siting and use of the facility within the public right of way....delineates the process to be followed to obtain regulatory approval from the City....confirms the required process to follow when placement of a SWF within the Historic District.

Master License Agreement – per the Ordinance, requires all providers to enter an MLA prior to applying for placement of SWF within the City. The MLA defines the structure of the relationship between the provider and the City....confirms any fees, required insurance, and limitations of liability.

Design Standards – Provides direction and definition to the provider for the “where” and “how” their facilities may be placed within the right of way.

Permit Application – Permit application ensures that the provider has submitted all required information and taken the required regulatory steps necessary for the processing of the request.



—PCMC SWF Permitting Process—

Goals of the permitting process:

- **Ensure compliance with all federal and state requirements related to the placement of SWF within the City.**
- **Protect the unique character of Park City to the extent possible under the requirements of SB 189.**



PCMC SWF Permitting Process

Ensure compliance with all federal and state requirements related to the placement of SWF within the City.

- **Compliance related height of poles and physical characteristics of SWF equipment**
- **Compliance related to radio frequencies:**

Federal Communications Commission – Federal Telecommunications Act of 1996 grants authority to the FCC in setting RF exposure limits

PCMC SWF Permit:

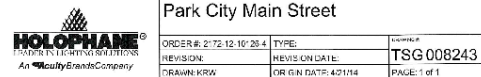
Requires all providers to submit a Radio Frequency Certification Report with each application to ensure RF compliance with FCC.

The City will also perform testing once a year on each site to ensure that the SWF maintain RF's within FCC standards for human exposure.



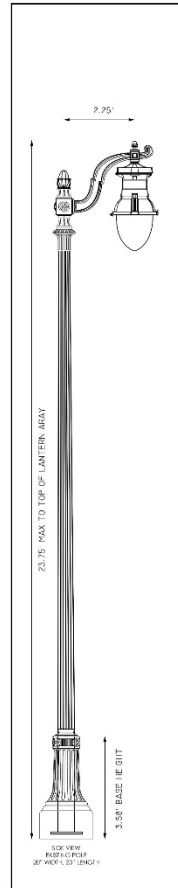
Protect the unique character of Park City to the extent possible under the requirements of SB 189.

Main Street Decorative Poles:

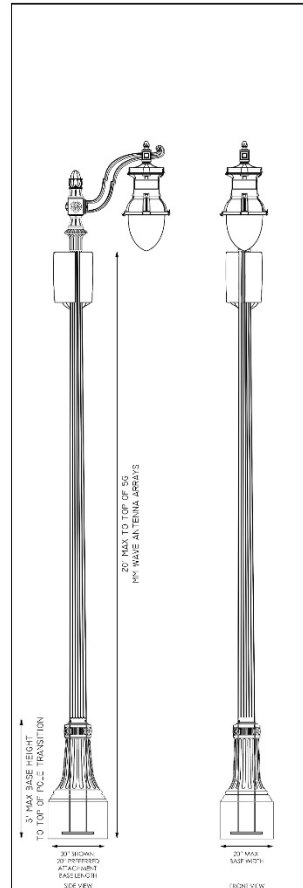


PROPOSED POLE ATTACHMENT SMALL CELL DESIGN COMPARISON

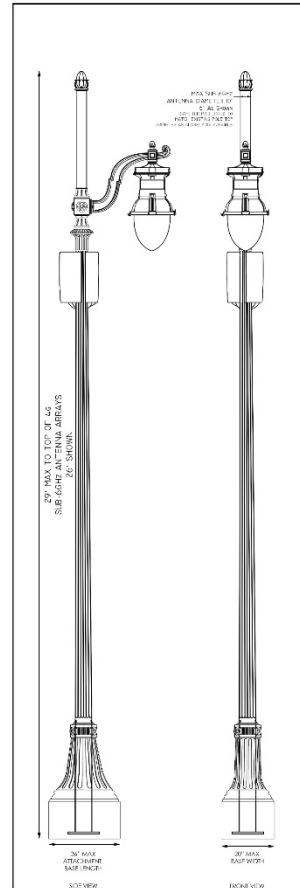
EXISTING LIGHT POLE



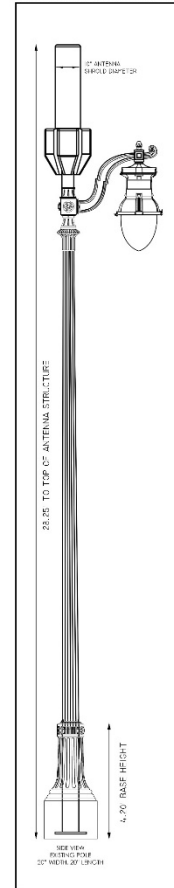
5G ONLY LOWER PROPOSAL



4G+5G LOWER PROPOSAL



4G+5G UPPER PROPOSAL
(AS SHOWN IN PRESENTATION)



Please note, the photo simulations within this document are for design purposes only and in no way represent locations of proposed small cells.

BEFORE

EXISTING POLE HEIGHT 23' 9"



Please note, the photo simulations within this document are for design purposes only and in no way represent locations of proposed small cells.

AFTER

POTENTIAL SMALL CELL OVERALL STRUCTURE HEIGHT 28'3"



MAINTAINS EXISTING BASE WIDTH TO PRESERVE A MINIMUM OF 4' OF CLEARANCE FOR ADA REQUIREMENTS & SIDEWALK SNOW PLOWS

Questions?



An aerial photograph of a mountain town covered in snow. The town features numerous buildings with snow-laden roofs, interspersed with evergreen trees. In the background, steep, snow-covered mountain slopes rise. The overall scene is serene and wintry.

Ordinance 2021-34

1003 Norfolk Avenue Plat Amendment

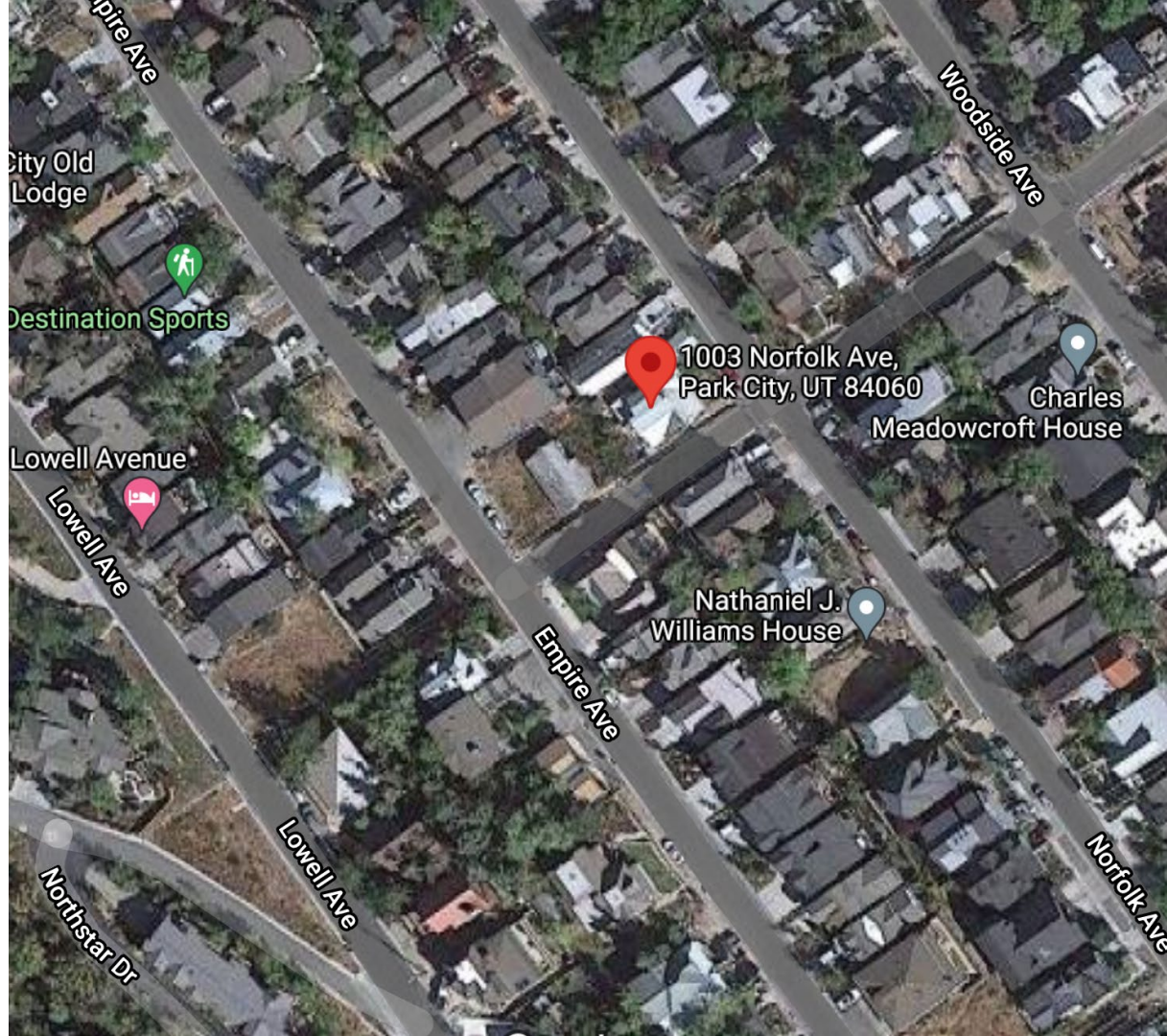
City Council
September 2, 2021



— Background —

- Located in the HR-1 zoning district in Old Town.
- Applicant is proposing to remove the lot boundary line common to Lot 1 and Lot 2, of Block 16 in Snyders Addition to Park City to create a new lot of record.
- The Lots are improved with a Landmark Historic Structure (house and garage) on the Historic Sites Inventory and is constructed across the internal lot line.
- Portions of the existing house and garage encroach into the City's Right-of-Way.
- The Planning Department recommends Condition of Approval #3, that the applicant enter into encroachment agreements for the garage prior to recording the plat amendment.





City Old
Lodge

Destination Sports

Lowell Avenue

Lowell Ave

Northstar Dr

Lowell Ave

Empire Ave

Nathaniel J.
Williams House

1003 Norfolk Ave,
Park City, UT 84060

Woodside Ave

Charles
Meadowcroft House

Norfolk Ave

LOT 1 & LOT 2 , BLOCK 16 OF
SNYDERS ADDITION TO PARK CITY
LYING WITHIN THE NORTHEAST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



GRAPHIC SCALE

NARRATIVE:

SEE ORIGINALLY RECORDED SURVEY S-9048, RECORDED 05/22/2017.

THIS IS THE SAME EXACT SURVEY, WITH THE SAME RESULTS. THE PURPOSE OF THIS RECORDED SURVEY IS TO SIMPLY SHOW MORE DETAIL AND ANNOTATION IN THE AREA BETWEEN THE SUBJECT PROPERTY & 1009 NORFOLK AVENUE.

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY LINES OF THE SUBJECT PROPERTY & TO SHOW EXISTING CONDITIONS AT THE TIME OF SURVEY.

EXISTING SURVEY MONUMENTS IN ADJACENT ROADWAYS AND LOTS WERE USED TO REESTABLISH THE PROPERTY CORNERS.
THE BASIS OF BEARING IS SHOWN HEREON. ALL BEARING AND DISTANCES SHOWN HEREON ARE THE EQUIVALENT OF RECORD
UNLESS NOTED.

EXISTING BUILDING LOCATION IS TO FASQA. ACTUAL FOUNDATION LOCATION MAY DIFFER.

SEE SAID OFFICIAL "ENGINEER ADDITION TO DASH CITY" PLAT FOR ANY EASEMENTS, EGRESS, ENCUMBRANCES, ETC.

NOTE: OTHERS MAY APPLY.

THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITL
INSURANCE REPORT; THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS, OR ENCUMBR
THE PROPERTY SURVEYED, EXCEPT AS SHOWN HEREON.

EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, RECORDS OF SURVEYS, PLATS AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL FOUND EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY AS SHOWN HEREON.

LEGAL DESCRIPTION:

ALL OF LOTS 1 & 2 IN BLOCK 16 SNYDERS ADDITION TO PARK CITY, ON FILE AND OF RECORD IN THE OFFICE OF THE S. COUNTY RECORDER.

SURVEYOR'S CERTIFICATE

I, KEITHA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING LICENSE NO. 8910903. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREIN DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

No. 8912803

Martina Nelson 7/24/2019

MARTINA NELSON
PLS 891093

STATE OF UTAH

FILE NO. 200003700

FILE NO. S0009799
07/25/2019 02:53:58 PM B: 0002 P: 1266
Page 1 of 2
JAMES GUYTON


McGraw-Hill
 CONSTRUCTION
 1221 Avenue of the Americas
 New York, NY 10020-1398
 Tel: 212 512 2000
 Fax: 212 512 2099
 E-mail: mcgraw-hill@mcgraw-hill.com
 Web: www.mcgraw-hill.com

Park City Surveying

[illegible]

SURVEYED BY:
SC/KR
DRAWN BY:
MN
DATE:
JULY 24, 2019

LOT 1 & LOT 2, BLOCK 16
SNYDERS ADDITION TO PARK CITY

FOR: GARY BUSH

SHEET 1 OF 2

The map shows a grid of streets and lots. The streets are First Street (vertical, left), 10th Street (vertical, right), Norfolk Avenue (horizontal, top), and Empire Avenue (horizontal, bottom). The lots are numbered 1 through 32 in each block. Block 9 is on the left, and Block 10 is on the right. The map includes bearings and distances for the boundaries between the blocks and the streets. A graphic scale bar is located at the bottom left, indicating a scale of 1 inch = 10 feet.

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	32

Block 10

16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Block 9

3	2	1
30	31	3

MAYOR

[illegible]

STREET MONUMENT

FOUND SURVEY MONUMENT
(AS LOCATED IN RECORD OF SURVEY S-8794)

I, MARTHA NELSON, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 8449384, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THIS PLAN WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THE PROPERTY BOUNDARIES AS SHOWN ARE CORRECT.

03-17-2021
SHEET 1 OF 1

Park City
Surveying

P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax



— Good Cause —

The proposed Plat Amendment has been reviewed in accordance with LMC § 15-7. Staff finds Good Cause for this Plat Amendment as it will remove an internal lot line to the Landmark Historic Structure and will create a new lot of record. The applicant will address the garage encroachment with the City Engineer prior to recording the Plat Amendment.

No Public Streets, Right-of-Way or easements have been vacated or amended.



— Recommendation —

- Staff recommends the Council hold a Public Hearing and consider approving Ordinance 2021-34.
 - *Revised COA #3 - The applicant shall enter into an encroachment agreement with the City for the garage prior to recording the plat amendment.*
-



An aerial photograph of a mountain town covered in snow. The town features numerous buildings with snow-laden roofs, interspersed with snow-covered trees. The surrounding landscape is a vast, snow-covered mountain slope. The text is overlaid on the upper portion of the image.

Ordinance 2021-35
2587 Fairway Village Drive, Unit 28 Plat

Amendment

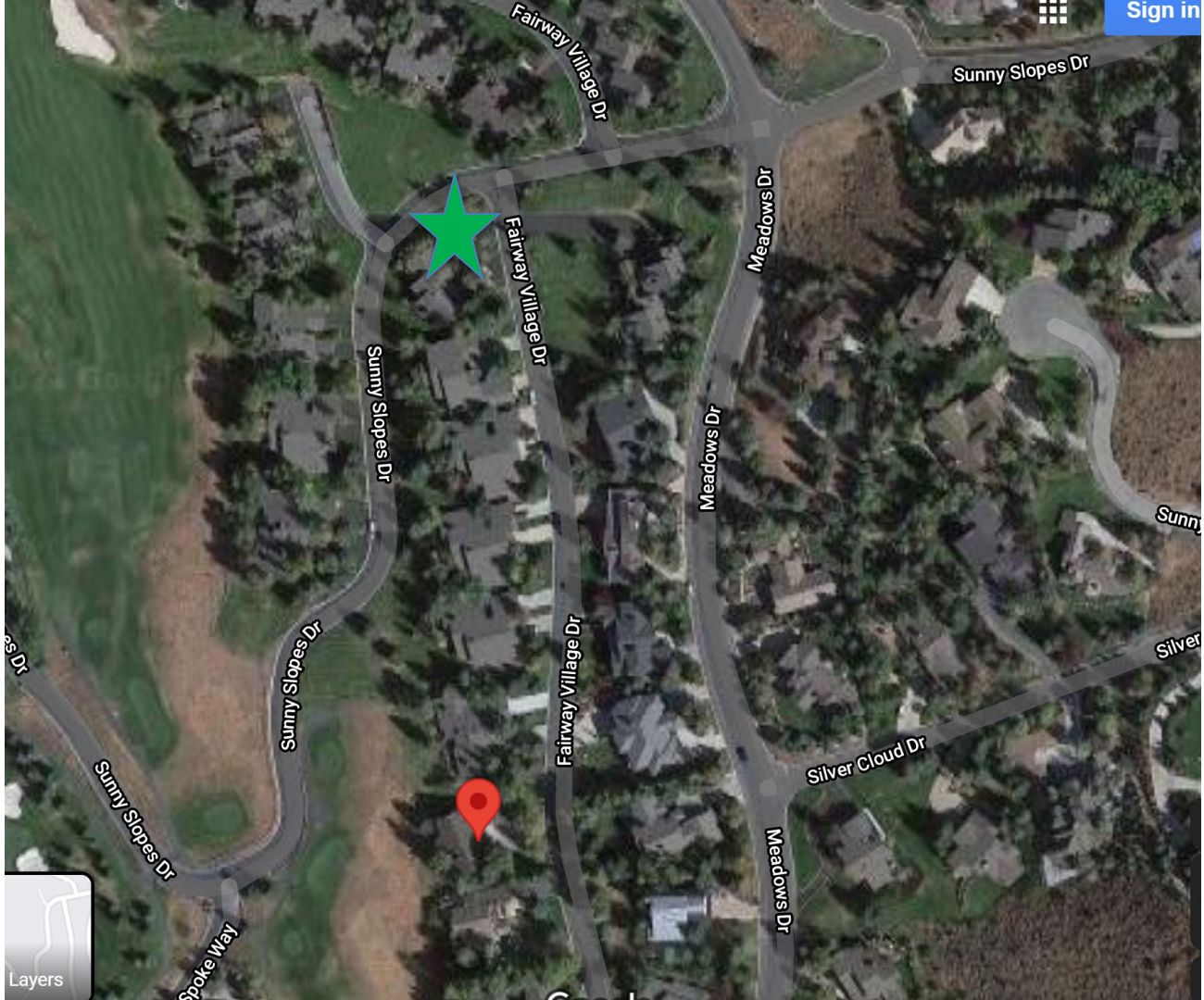
City Council
September 2, 2021



— Background —

- Fairway Village was approved in 1979 for 28 PUD units.
- Located in the RD zoning district in the Park Meadows neighborhood.
- Applicant is proposing to construct an addition to the living space between the existing dwelling and the garage, and to add five feet to the existing deck.





— Fairway Village

The additions meet all setback requirements and the HOA has approved the proposed changes.



PLANNED DEVELOPMENT

LEGAL DESCRIPTION

OWNER'S DECLARATION AND CONSENT TO RECORD

MINOR AMENDMENT

ASSOCIATION CONSENT TO RECORD

ACKNOWLEDGMENT

FAIRWAY VILLAGE NO. 1 FIRST AMENDED
AMENDING LOT 28

LOCATED IN THE NORTHWEST QUARTER OF SECTION 4
TOWNSHIP 2 SOUTH RANGE 8 EAST SALT LAKE BASIN AND NEWMAN
PARK CITY, SUMMIT COUNTY, UTAH

DEED

PROPERTY MAP

LEGEND

EXISTING LOT	EXISTING HOME	EXISTING DRIVE	EXISTING FENCE	EXISTING UTILITY	EXISTING ROAD	EXISTING RAILROAD	EXISTING AIRPORT	EXISTING WATER	EXISTING WASTE	EXISTING OTHER
EXISTING LOT	EXISTING HOME	EXISTING DRIVE	EXISTING FENCE	EXISTING UTILITY	EXISTING ROAD	EXISTING RAILROAD	EXISTING AIRPORT	EXISTING WATER	EXISTING WASTE	EXISTING OTHER

PLANNED DEVELOPMENT

LEGAL DESCRIPTION

OWNER'S DECLARATION AND CONSENT TO RECORD

MINOR AMENDMENT

ASSOCIATION CONSENT TO RECORD

ACKNOWLEDGMENT

FAIRWAY VILLAGE NO. 1 FIRST AMENDED
AMENDING LOT 28

LOCATED IN THE NORTHWEST QUARTER OF SECTION 4
TOWNSHIP 2 SOUTH RANGE 8 EAST SALT LAKE BASIN AND NEWMAN
PARK CITY, SUMMIT COUNTY, UTAH

DEED

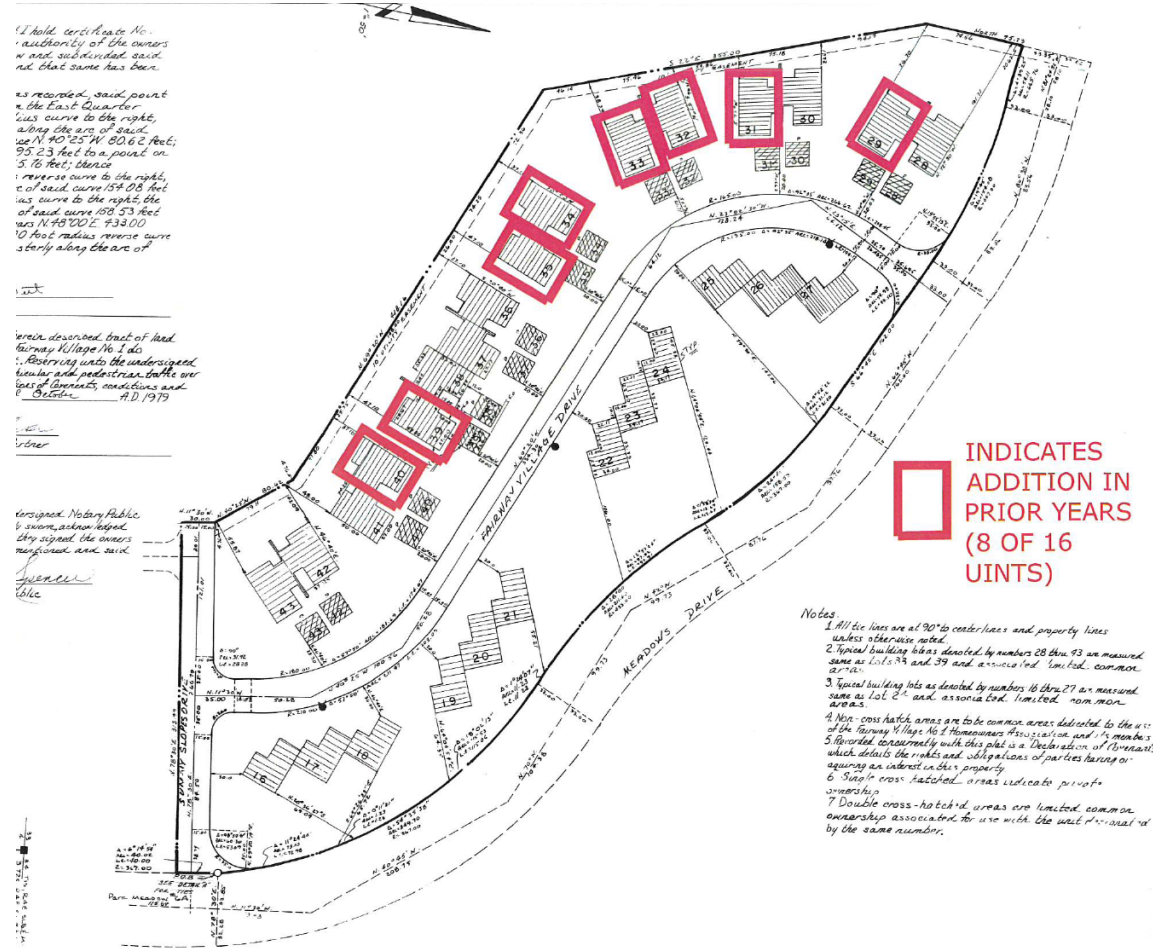
PROPERTY MAP

LEGEND

EXISTING LOT	EXISTING HOME	EXISTING DRIVE	EXISTING FENCE	EXISTING UTILITY	EXISTING ROAD	EXISTING RAILROAD	EXISTING AIRPORT	EXISTING WATER	EXISTING WASTE	EXISTING OTHER
EXISTING LOT	EXISTING HOME	EXISTING DRIVE	EXISTING FENCE	EXISTING UTILITY	EXISTING ROAD	EXISTING RAILROAD	EXISTING AIRPORT	EXISTING WATER	EXISTING WASTE	EXISTING OTHER



Other Units have completed similar additions.



FAIRWAY VILLAGE No. 1 A PLANNED UNIT DEVELOPMENT Located in N.E. Quarter of Section 4, T2S, R4E, S. L. B. & M.	Certificate of Attest Attest this <u>22nd</u> Day of <u>Dec</u> , A.D. 19 <u>77</u> _____ Book Clerk	Council Approval & Acceptance Approved & Accepted by the Park City Council this <u>22nd</u> Day of <u>Dec</u> , A.D. 19 <u>77</u> _____ Mayor	Recorded State of Utah, County of Summit, Recorded and Filed at the request of: <u>SUMMIT COUNTY TITLE</u> Date <u>12-17-79</u> Time <u>4:45</u> <u>2450</u> _____ Shirley L. Loring Book Clerk
--	--	---	--

— Good Cause —

The proposed Plat Amendment has been reviewed in accordance with LMC § 15-7. Staff finds Good Cause for this Plat Amendment as the Amendment expands the private space of Unit 28 with living and deck area, and meets all applicable LMC requirements. The Fairway Village HOA has approved the proposed plat amendment application.

No Public Streets, Right-of-Way or easements have been vacated or amended.



— Recommendation —

- Staff recommends the Council hold a Public Hearing and consider approving Ordinance 2021-35.



Water Revenue Refunding Bond Authorizing Resolution



Refunding Bond Resolution

Water Bonds

- Authorization allows for refund (refinance) of two bonds from 2012
- Around \$7M in principle
- Not included in authorizing resolution from 2020
- Bonds were issued at 2.15% and 2.12% (TIC)
 - Hoping for around .796% (TIC)
- \$500k in lower interest rate savings
- Release of \$900k in debt service reserve



Bond Resolution

Water Bonds

- City authorized \$160M in water revenue bonds in FY20
 - Issued \$75.5M in bonds
- Planning to issue \$65M in a new bond issuance Oct. 1
- Maximum maturity date of 20 years
- Maximum interest rate of 5.5% (TIC) per annum (closer to 1.6%)



Bond Resolution

Water Bonds

- Water bonds of this amount have been anticipated for many years
- Included in the long-range financial model
- Future water rate increases continue to be projected at 3% per year
 - Staff is reviewing the rate structure for optimization
- Funding projects that have been planned for many years
- Bonds *not* funding new programs, projects, or revenue shortfalls



Bond Resolution

Major Projects – 5-year CIP

- Deer Crest Pump Station - \$450k
- Golf Maintenance Building - \$1.6M
- 3Kings WTP, and associated projects - \$104M
- Spiro Tunnel rehabilitation - \$5M
- QJWTP upgrades- \$6M
- Hwy 248 water lines - \$8.5M
- Kings Crown Water Tank - \$7M
- PC Heights Water Tank - \$650k
- Rockport Importation and Regional Projects - \$10M



An aerial photograph of a mountain town covered in snow. The town features numerous buildings with snow-laden roofs, interspersed with evergreen trees. In the foreground, a row of green and brown buildings is visible. The background shows a vast, snow-covered mountain range under a clear sky.

Recommendation to Approve Sale of Kings Crown, Unit #B101

September 2, 2021



BACKGROUND

- Unit B101 is located in a Market Condo Building
- Intended for an employee working on-site
- Deed Restrictions allow for rent or sale
- Site Employee would like to purchase the unit
- In order to sell, Deed Restriction requires that City Council verify that the unit is no longer needed as a rental.



Analysis

- Affordable rental and for sale properties are both still needed
- Projections are that far more rental than for sale units will be built over the next few years.
- The interested buyer is a qualified household, on the City's waitlist and works on-site.



RECOMMENDATION

Based on the following, staff recommends that the Housing Authority approve the sale of the unit:

- The interested buyer is the target household for this unit (on-site staff),
- The deed restrictions allow for the sale of the unit,
- Sale of the unit institutes the City's right of first refusal on all future sales of the unit,
- Far fewer projects planned for the near future include for-sale units, than rental units, and
- The CC&Rs protect the affordability of the units by limiting the HOA fees.



SHERMAN & HOWARD L.L.C.

633 Seventeenth Street, Suite 3000, Denver, CO 80202-3622
Telephone: 303.297.2900 Fax: 303.298.0940 www.shermanhoward.com

Christian H. Hendrickson
Sherman & Howard L.L.C.
Direct Dial Number: 303.299.8306
E-mail: chendrickson@shermanhoward.com

September 2, 2021

VIA E-MAIL AND U.S. MAIL

City Council, Park City, Utah
445 Marsac Avenue
Park City, Utah 84060

Andy Beerman, Mayor – andy@parkcity.org
Max Doilney, Council Member – max.doilney@parkcity.org
Becca Gerber, Council Member – becca.gerber@parkcity.org
Tim Henney, Council Member – tim.henney@parkcity.org
Steve Joyce, Council Member – steve.joyce@parkcity.org
Nann Worel, Council Member – nann.worel@parkcity.org

Re: Park City Proposed Small Wireless Facility Documents
Verizon Wireless Initial Comments

Dear Mayor Beerman and City Council of Park City:

We are counsel to Verizon Wireless in connection with your upcoming Work Session to discuss various proposed documents, including an Ordinance revision, Master Lease Agreement (MLA), Permit Application, and Design Standards, related to Small Wireless Facilities. The matter is to be heard later today, at 5:00 p.m., via a Zoom meeting. We write to provide certain input and some preliminary comments on these matters.

Verizon Wireless is proud to be a leading wireless communications provider, and, among other measures to enhance its network and services, it is actively working with local governments to promptly, safely, and effectively deploy its 5G network. That deployment involves a large number of small wireless facilities, which, as referenced in some of the new proposed documents, are regularly used to enhance new telecommunications technology.

Verizon Wireless plans to continue to invest in Park City in the near term. This will include a number of small wireless facilities, including around Main Street, to ensure effective service and support for the many recognized events Park City proudly holds and the myriad activities Park

City and its beautiful surroundings provide. Verizon Wireless' investments in the area will lead to improvements in wireless services for locals, tourists, and law enforcement alike.

In addition to future investments, Verizon Wireless has worked with the City on a number of existing facilities. Verizon Wireless values those efforts and its relationship with the City, and looks forward to working with Park City and its Staff to continue to enhance its network and the benefits it provides to the area.

That said, given the City knows Verizon Wireless and its representatives, Verizon Wireless was surprised the City did not notify or involve Verizon Wireless in the process of developing the draft Small Wireless Facility documents. Indeed, Verizon Wireless was only made aware of the new proposed documents and today's meeting because of a notice provided by a national service that reviews local government meeting agendas for issues impacting the wireless telecommunications industry. Accordingly, Verizon Wireless has only had two days to review these materials, thus explaining the timing and limited nature of its initial comments. Verizon Wireless requests that the City keep it informed on these matters as they moves forward, as it has input and comments on these subjects that should help create a set of fair and balanced documents that meet the City's objectives, comply with state and federal law, and create a reasonable and workable arrangement for both the City and providers. In light of the late notice of this proceeding, the comments provided in this letter and at today's Work Session are preliminary. Verizon Wireless may submit additional comments on the current or future drafts of these documents as this process moves forward.

As we understand it, the documents at issue are the proposed 1) Ordinance revision; 2) MLA; 3) Permit Application; and 4) Design Standards.

Proposed Ordinance Revision

With respect to the Ordinance revision, other than some aspirational and positional language in the "Whereas" clauses that the City proposes to adopt as "facts", Verizon Wireless has no comments on the proposed Ordinance revision.

Proposed MLA

With respect to the proposed MLA, certain modifications should be made to ensure it complies with federal and state law, including the Federal Telecommunications Act and Small Wireless Facilities Deployment Act established in Title 54, Chapter 21 of the Utah Code (the "Small Wireless Facilities Act"). There also are revisions Verizon Wireless proposes to make that provide for a more efficient and streamlined process for deployment, as well as balanced and fair process for both parties. To that end, we are enclosing a draft redline to the proposed MLA. While Verizon Wireless reserves the right to submit additional comments and proposed revisions, this set of changes addresses the most important issues in our initial review.

A primary concern is the bond requirement of \$50,000 per site. First, the proposed bond amount is excessive and not tied to an identified and legitimate associated risk. Further, the

licensees are large corporations with sufficient financial security to not warrant any bond, let alone one of this size. There is concern that a bond requirement this high, which is not seen elsewhere, could be viewed as an effective prohibition of wireless services. It is understood that the total bond amount for all sites in Salt Lake City is a total of \$15,000. Here, to the extent a bond is required, Verizon Wireless proposes a bond of \$50,000 per 15 small wireless facilities applied for on a going forward basis.

Other primary issues with the proposed MLA include the following: (i) updates to the definition section to correspond with terms used in the MLA and found in the Small Wireless Facilities Act; (ii) clarifications throughout the MLA to conform with requirements of the Small Wireless Facilities Act, including the permit term, permitted fees, and application process; and (iii) changes to the insurance requirements to mirror the reasonable parameters of Verizon Wireless' policies.

Proposed Permit Application

In terms of the Permit Application, preliminary issues include the following:

- Visual Simulations. Verizon Wireless requests the City exclude this submittal requirement. It will be extremely burdensome for an application to provide photo simulations for every small cell facility. Verizon Wireless is willing to work with the City on preapproved designs, and the City's design standards should provide the City with a reasonable idea of the design for each small cell facility. That said, Verizon Wireless would provide its construction drawing package for each proposed facility (which includes a current photo, and aerial depiction, and a site plan with elevations, along with further details and descriptions of the proposed facility), which will demonstrate compliance with applicable design standards and provide a reasonable visual representation of the facility underlying the application.
- Noise Study Requirement. This is overly burdensome, expensive, and unnecessary. The City may certainly require Small Wireless Facilities to comply with any applicable code provisions regarding acoustical issues, but this study requirement is not needed and cannot be maintained.
- Radio Frequency Certification Report.
 - The City's Permit Application requires that applicants deploying small cell infrastructure within the City ROW submit a Radio Frequency (RF) Certification Report with all permit applications. The RF Certification Report violates Section 332 of the Federal Telecommunications Act ("TCA"). Wireless providers are not required to provide this information to local jurisdictions in support of their applications. Pursuant to the TCA, local jurisdictions cannot deny applications for wireless facilities if they comply with RF emissions standards as set by the FCC. 47 U.S.C. § 332(c)(7)(B)(iv) ("No state or local government or instrumentality

thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."'). A wireless provider will not receive a license for its facility from the FCC unless it meets these standards (and demonstrates as much to the FCC), so Verizon Wireless obtaining and maintaining applicable licensure adequately demonstrates compliance with these issues. The requirement that an applicant submit FCC filings, NIER reports, or other RF emissions information is in direct violation of this statute.

Proposed Design Standards

Verizon Wireless appreciates the opportunity to comment on the proposed Design Standards, but cannot provide a comprehensive response at this time given the length and detailed nature of the document. Accordingly, Verizon Wireless needs more time to fully assess it from both a practical and technical perspective. As just an example, it is noted the Design Standards track, at least in part, the framework adopted by Salt Lake City. Having had sufficient time to do so, Verizon Wireless provided extensive comments on Salt Lake City's design standards during their drafting process, and continues to do so as those standards are improved and refined. Verizon Wireless requests additional time to provide similarly detailed comments to the Park City proposal.

Verizon Wireless notes that the Staff Report made clear that the City worked extensively with AT&T representatives on its draft and some of the design criteria. Verizon Wireless was not extended this same opportunity. The involvement of only one of the major wireless providers does not constitute balanced or comprehensive industry input. Wireless carriers use different technology; consequently, a design, construction standard, or siting requirement that works for one carrier does not necessarily mean it will work for another.

Another area of initial concern is the height and separation/spacing provisions, as it appears the proposed Design Standards reference small wireless facilities less than 30 feet in height, when the majority of Verizon Wireless' facilities are and need to be higher to function properly. Further, the restrictive separation/spacing requirements can lead to problems, particularly in a small and dense area like Main Street, and to unintentional competitive advantages for carriers based solely on when and where carriers apply for and locate their small wireless facilities.

As to height restrictions, the recent September 2018 FCC Order states that "small wireless facilities" are facilities that "are mounted on structures 50 feet or less in height including their antennas" or "do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater." September 2018 FCC Order, Appendix A, Final Rules, § 1.6002(l). This order affirmatively permits, as a right, for small wireless facilities to be on new or existing poles up to 50 feet in height.

As a general matter, Verizon Wireless requires such heights to be able to meet its RF objectives and deploy wireless services, including in residential areas where customer demand can be the greatest. It may not be the case that wireless providers can attach to infrastructure in the

ROW or there are existing facilities to which wireless providers can attach. Additionally, if small wireless facilities are deployed at a lower height, then that will result in the proliferation of more facilities. The lower the pole, the more poles are needed; the higher the pole, the less poles are needed. Thus, Verizon Wireless wants to ensure there is an option for deployment of freestanding small wireless facilities in at the height necessary to provide wireless services and reduce the visual impact by deploying fewer poles at the optimal height.

As a preliminary comment as to separation requirements, Verizon Wireless suggests modifications to the separation distance provision between small cell facilities to allow for City Staff to waive the separation requirement in certain circumstances, and to limit the separation distance to only between new freestanding small cell facilities (not existing poles or infrastructure to which small cell facilities may attach as they may be closer together). There may be situations where strict adherence to separation requirements place an undue burden on service providers and effectively prohibit them from serving certain areas. Depending on the height of the facility, small cell facilities may need to be closer together to provide capacity and coverage for the network, or closer locations may achieve certain aesthetics that the City prefers. Verizon Wireless therefore requests a formal exception process which would allow for some flexibility under certain circumstances.

Verizon Wireless questions strict separation distance requirements. A proposed separation distance violates Section 332 of the Federal Telecommunications Act ("TCA") because it can have the effect of prohibiting the deployment of wireless services. Federal law preempts any local regulation that has the effect of prohibiting the provision of personal wireless services. *See* 47 U.S.C. § 332(c)(7)(B)(i)(II). Section 332(c)(7)(B)(i)(II) expressly states, "the regulation of the placement, construction, and modification of personal wireless service facilities by any state or local government or instrumentality thereof- shall not prohibit or have the effect of prohibiting the provision of personal wireless services."

Perhaps more importantly, in the September 2018 Order, the FCC stated that a state or local requirement constitutes an effective prohibition under § 332(c)(7) if it "materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment." September 2018 FCC Order at 9102. The FCC no longer applies the significant gap in service coverage or lack of feasible alternatives analysis to determine whether there is effective prohibition of personal wireless service under § 332(c)(7). *Id.* Additionally, the September 2018 FCC Order provides an example of when such regulations are not reasonable: "a minimum spacing requirement that has the effect of materially inhibiting wireless service would be considered an effective prohibition of service." *Id.* at ¶ 87.

Verizon Wireless will further review the proposed Design Standards along with the features and requirement of providing telecommunications in Park City, and provide a more detailed suggestion regarding language surrounding separate distance requirements applicable to the deployment of wireless technologies. Given areas like Park City, with condensed usage areas and many events drawing large crowds, can create service challenges, the technologies sometimes require a close separation distance to allow for the network to work effectively. Depending on

circumstances and distances ultimately proposed, separation distances can effectively prohibit the deployment of wireless services.

In short, these issues require further review and consideration. Verizon Wireless therefore requests additional time to review the Design Standards and Permit Application to provide comments and proposed changes based on its experience with these and related issues, with the goal of meeting both Park City's objectives and Verizon Wireless' related network requirements.

That being said, Verizon Wireless appreciates Park City's efforts to clarify its regulations of these facilities for the benefit of all involved. Verizon Wireless looks forward to the opportunity to play a role in this process as it moves forward, and formally requests the City notify its representatives as new drafts of the documents are prepared and additional proceedings are held on these matters.

I will attend (remotely) tonight's work session, along with several Verizon Wireless representatives, to further address these issues and answer any questions you have. We look forward to working with you on this process as it advances. Thank you.

Sincerely,



Christian H. Hendrickson

CHH/dmc
Encls.

c: (via e-mail)
Client
John Robertson, City Engineer – c/o melanie.jackson@parkcity.org
Rebecca Ward, Assistant Planning Director – rebecca.ward@parkcity.org
Thomas a. Daley, Sr. Esq., Deputy City Attorney – tdaley@parkcity.org

**MASTER LICENSE AGREEMENT FOR
SMALL WIRELESS FACILITIES IN CITY RIGHT OF WAY**

This License Agreement For Wireless Facilities in the City Right of Way ("Agreement") is made and entered into as of the Effective Date by and between PARK CITY MUNICIPAL CORPORATION ("Licensor" or "City") and ~~NEW CINGULAR WIRELESS PCS, LLC, a~~
~~Delaware limited liability company~~ d/b/a Verizon
Wireless ("Licensee" or "Wireless Provider").

RECITALS

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Section I.

WHEREAS, Licensee seeks to construct, install, operate, maintain, and repair Wireless Facilities in the City's Right of Way, and to attach such Wireless Facilities to certain Structures in the City Right of Way, upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee's non-exclusive use of such Structures in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, Licensee will abide by and ensure all Applications, Structures, and Wireless Facilities are consistent with the "Design Standards: Small Wireless Facilities Within the City Right of Way," the applicable City ordinance, and the Application to be approved by the City Manager of Park City Municipal Corporation concurrently with this Agreement;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

"Abandon" means to permanently relinquish ownership of a Structure in its then existing location.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a Party.

"Agreement Initial Term" means an initial term of ten (10) years.

"Annual Fee" shall mean recurring Fees for the right of Licensee to use and occupy a City Right of Way as required by City Code, subject to Utah Code § 54-21-502(2 & 3).

"Application" means an application by Licensee to use a Permitted Site.

"Application Fee" shall mean non-recurring Fees paid by Licensee to apply for a Permit as required by City Code, subject to Utah Code § 54-21-503.

"Casualty Event" means any casualty, fire, act of God, or other harm affecting a Structure licensed in whole or in part to Licensee pursuant to a Permit.

"City Right of Way" means the area under City's control on, below, or above a public: (i) roadway; (ii) highway; (iii) street; (iv) sidewalk; (v) alley; or (vi) property similar to property listed in (i) through (v). "City Right of Way" does not include: (i) the area on, below, or above a federal or state highway; or (ii) a fixed guideway, as defined in Utah Code § 59-12-102, as amended.

"Collocation Fee" shall mean recurring Fees paid by Licensee to collocate a Small Wireless Facility on a City Structure as required by City Code, subject to Utah Code § 54-21-504.

"Commencement Date" means the first day of the month following the day Licensee commences installation of the Wireless Facility at a particular location under a Permit.

"Days" means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state of Utah), that date shall be extended to the next business day.

"Default" means the failure by a Party to (1) perform any obligation or condition of this Agreement, including following all Laws, or (2) refrain from performing any action prohibited by this Agreement, where in either case such failure continues for a period of more than thirty (30) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the obligation, prohibition, or condition of this Agreement which the Party is alleged to have failed to perform.

Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such thirty (30) day period, and thereafter such efforts are completed with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party against whom the failure to perform has been alleged.

"Design Standards" means City document, Design Standards: Small Wireless Facilities Within the City Right of Way, as permitted by Utah Code § 54-21-103(4), as amended.

"Effective Date" means the latest date in the signature blocks in the Agreement.

"Emergency" means a situation in which there is an imminent threat of injury to person or property, or loss of life.

"Event of Force Majeure" means any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement.

"FCC" means the Federal Communications Commission.

"Fee" means payment to Licensor by Licensee, including Application Fees, Annual Fees or Collocation Fees.

"Interference" means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee's Wireless Facility utilizing a Structure authorized to be used by Licensee pursuant to a Permit.

"Laws" means all federal, state and local laws, ordinances, orders, rules and regulations applicable to Licensee's use of the Wireless Facility on the Structure and Licensor's ownership and use of the Structure and any other improvements or equipment in the City Right of Way, as the case may be.

"Licensor Indemnitees" means Licensor, its officers, officials, employees, and volunteers.

"New Law" means any Laws after the Effective Date of this Agreement that alters or changes in any material respect from the then existing Laws, including but not limited to (i) Laws establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Facility on public infrastructure or in the Right of Way, or (ii) a final, non-appealable order vacating the then-existing Law issued by a court of competent jurisdiction legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Facility on public infrastructure or in the Right of Way, that differ, in any material respect from the rates, terms or conditions of this Agreement.

Formatted: Font: (Default) Times New Roman, Not Italic

Formatted: Font: (Default) Times New Roman, Not Italic

Formatted: Font: (Default) Times New Roman, Not Italic

"Parties" means Licensor and Licensee collectively.

"Party" means individually Licensor and Licensee.

"Permit" means the Permit to install, construct, modify, maintain, operate, repair, replace, or upgrade a Wireless Facility and/or Structure.

"Permitted Site" means the areas of City Right of Way approved for Licensee's Permitted Use as described or depicted in a Permit.

"Permitted Use" means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Facility and the Structure associated with a Wireless Facility necessary for the successful and secure use of the Structures.

"Person" or "Persons" means any person or entity.

"Pre-Approved Wireless Facility" means any Wireless Facility design for Licensee's use of a Structure which has been approved in writing by Licensor.

"Public Improvement Project" means any construction or expansion of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within Licensor's jurisdiction undertaken by or on behalf of Licensor.

"Relocation Notice" means a written notice delivered to Licensee at least ninety (90) days prior to the date of Licensor's desired relocation deadline.

"RF" means radio frequency.

~~"Small Wireless Facility" means a Wireless Facility is one: (a) on which each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (b) for which all wireless equipment associated with the Wireless Facility, whether ground-mounted or pole-mounted, is cumulatively no more than 28 cubic feet in volume, not including any: (i) electric meter; (ii) concealment element; (iii) telecommunications demarcation box; (iv) grounding equipment; (v) power transfer switch; (vi) cut-off switch; (vii) vertical cable run for the connection of power or other service; (viii) wireless provider antenna; or (ix) coaxial or fiber-optic cable that is immediately adjacent to or directly associated with a particular collocation, unless the cable is a wireline backhaul facility.~~

"Structure" means a Utility Pole, Wireless Support Structure, or Street Light Pole, as applicable and defined in the City's Design Standards. Each use of the term includes any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to such Structure.

"Substantial Modification" means a proposed modification or replacement to an existing Structure that will substantially change the physical dimensions of the Structure under the substantial change standard established in 47 C.F.R. Sec. 1.40001(7), as may be amended or modified from time to time by applicable federal law.

"Technical Grounds" means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, public health or safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

"Term" means the Initial Term of this Agreement and any renewal terms exercised pursuant to Section 3.1 of the Agreement.

"Wireless Facility" means equipment at a fixed location that enables wireless communication between user equipment and a communications network, including equipment associated with wireless communications; and regardless of the technological configuration, a radio transceiver, an antenna, a coaxial or fiber-optic cable, a regular or backup power supply, or comparable equipment. For the purpose of this agreement a Wireless Facility shall include a Small Wireless Facility.

~~is one: (a) on which each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (b) for which all wireless equipment associated with the Wireless Facility, whether ground-mounted or pole-mounted, is cumulatively no more than 28 cubic feet in volume, not including any: (i) electric meter; (ii) concealment element; (iii) telecommunications demarcation box; (iv) grounding equipment; (v) power transfer switch; (vi) cut-off switch; (vii) vertical cable run for the connection of power or other service; (viii) wireless provider antenna; or (ix) coaxial or fiber-optic cable that is immediately adjacent to or directly associated with a particular collocation, unless the cable is a wireline backhaul facility.~~

Commented (CRM1): This concept is consistency being updated by federal law. See, SG Upgrade Order from June 9, 2020.

Formatted: Not Highlight

2. **GRANT OF LICENSE.** To the extent not already governed by Laws, and subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee: (i) the non-exclusive right to construct, lease, operate and maintain Structures and/or Wireless Facilities at the Permitted Sites, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, remove, or retain in, on, over, under, upon, across, or along City Rights of Way such Structures and/or Wireless Facilities as may be necessary or appurtenant to the Permitted Use; and (ii) as applicable, a license for Licensee's use of the Permitted Sites as necessary to utilize, replace, or upgrade Licensor's Structures, as provided herein and as provided in the individual Permit signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of this Agreement. No use of Licensor's Structures under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures. Nothing in this Agreement grants Licensee the right to make any Wireless Facility or Structure, or to install other facilities, including Wireless Facilities or Structures, that do not conform to this Agreement.

3. TERM

3.1 **Agreement Term.** This Agreement shall commence as of the Effective Date; and remains in full force and effect for the Agreement Initial Term and any following renewal terms, unless sooner terminated in accordance with the terms of this Agreement. The Agreement Initial Term of this Agreement will automatically renew for up to three (3) successive five (5) year renewal terms, unless one Party provides written notice of termination to the other Party at least sixty (60) days prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be. Parties may only terminate this Agreement as provided herein.

3.2 **Permit Term.** A Permit is valid for the duration of the Master License Agreement between the Licensee and Licensor unless sooner terminated in accordance with the terms of this Agreement. Each Permit shall be in effect for a minimum period of ten (10) years commencing on the Commencement Date and expiring on the day before the tenth (10th) anniversary of the Commencement Date unless sooner cancelled or terminated as provided herein (the "Permit Term"). Provided that Licensee is not in default (after written notice and the expiration of any applicable cure period), each Permit will automatically be extended for the duration of this Agreement if it extends beyond a Permit Term. All of the provisions of this Agreement, whether or not the Agreement Initial Term has expired, shall be in effect during the Permit Term, as extended.

Formatted: Font: Not Bold

Commented [CRM2]: Utah Code 54-21-302(1)(b) – requires a permit term to be at least 10-years. It must extend beyond the Agreement term even if the Agreement expires at 10-years.

4. CHARGES, BILLING AND PAYMENT

4.1 **Fees.** Licensee shall pay to Licensor an Application Fee, an Annual Fee, and a Collocation Fee if applicable for each Wireless Facility and/or Structure as required in City Code [enter section 14-7-6 and 14-7-7]. All Fees shall comply with the provisions of Utah Code § 54-21-501 – 504, as amended, and shall be found on the consolidated fee schedule. The Fees shall be the maximums set out by the Utah Code, including: (i) the Application Fee set at Utah Code § 54-21-503(3-4); (ii) the Annual Fee set at Utah Code § 54-21-502(2)(a)(v)(B); and (iii) the Collocation Fee set at Utah Code § 54-21-504. The City retains the right to modify or reduce the rate or fee on a non-discriminatory basis, as provided by Utah Code § 54-21- 203(21). Notwithstanding the foregoing, consistent with the Utah Code, Licensee shall not be charged any

Formatted: Heading 2, Indent: First line: 0"

Formatted: Font:

additional recurring Fee for the right to use or occupy any City Right of Way -(including any Annual Fee) if Licensee is subject to the municipal telecommunications license tax under Title 10, Chapter 1, Part 4, Municipal Telecommunications License Tax Act.

Formatted: Font:

Formatted: Font:

4.4.2 Timing of Payment. Licensee shall pay the Application Fee upon submission of the Application. Annual and Collocation Fees are due within thirty (30) days of Licensee's receipt of Permit. Thereafter, any Fees due shall be paid on or before each anniversary of the receipt of Permit.

4.4.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Application, Annual, and Collocation Fees) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Invoices shall be paid by Licensee within thirty (30) days of receipt from Licensor of an invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

5. APPLICATION AND PERMIT

5.1 Application. Subject to Section 5.4 below, before installing any new or additional Structure or Wireless Facility (including, but not limited to, collocations) in the City Right of Way, Licensee shall apply for a Permit from Licensor using the Application. The City has the right to require potential Licensees to submit proof of compliance with Laws along with the Application. This proof includes but is not limited to RF Certifications from the FCC, environmental assessments, and other documents that may be required under the National Environmental Policy Act and the National Historic Preservation Act or other Laws.

5.2 Processing of Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee in writing, physical or electronic, of the specific deficiencies in any Application within thirty (30) days of its submission, and Licensor will take reasonable steps to approve or reject each Application within sixty (60) days of its submission for a collocation and within ninety (90) days of its submission for a new deployment, as set forth in Utah Code § 54-21-302, as amended, and the Utah Code shall control. A deficient Application expires ninety (90) days after notification by Licensor if Licensee does not respond. Licensor may deny an Application for any reason consistent with Laws. With respect to an Application for the attachment of Wireless Facilities to a Licensor-owned Structure, Licensor may, on Technical Grounds, deny all or part of an Application, or limit the number and/or technical characteristics (e.g., weight or size) of any Wireless Facility on any such Structure. In the event of any denial rejection on Technical Grounds of an Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection and Licensee shall have the right to amend or cure its Application in accordance with Laws which may include but is not limited to, replacing an existing Structure with a new Structure to address any denials based upon Technical Grounds. In the event that Licensor approves Licensee's Application, then the Parties shall promptly proceed in good faith to sign and deliver a Permit for the Wireless Facility.

5.3 Consolidated Application. For Applications involving the collocation, installation, modification, or replacement of multiple Wireless Facilities that are substantially similar in design on multiple Structures, Licensee may, in its discretion, file a consolidated Application for utilization of multiple Structures not to exceed 25 total sites, and upon approval by Licensor, the Licensor ~~may~~ shall issue a consolidated Permit or separate Permit for each approved Structure. Within any 30-day period, (i) Licensee may submit no more than ~~one~~three consolidated Applications, or multiple applications that seek Permits for a combined total of no more than 275 collocations on substantially similar Structures, and (ii) Licensee may submit no more than one consolidated Application, or multiple applications that seek Permits for a combined total of more than 25 installations, modifications or replacements of substantially similar Structures singular Applications, within 30 days of submitting a previous Application.

Commented [CRM3]: This mirrors Utah Code 54-21-302(9)

5.4 Modifications and Replacements. Licensee shall not be required to submit an Application or be subject to further review or approvals for any work on an existing Wireless Facility that (i) is routine maintenance, or (ii) is a replacement of a Wireless Facility with a Wireless Facility that is substantially similar or smaller in size. In such an instance, Licensee shall notify the City prior to any such work and the City may require Licensee to obtain permits for work that requires excavation or closing of sidewalks or the City Right of Way. Subject to the foregoing, Licensee must submit a new Application and receive a new Permit to modify, replace, or upgrade a Wireless Facility if the modification, replacement, or upgrade involves a Substantial Modification. If a modification, replacement, or upgrade to a Wireless Facility does not involve a Substantial Modification, Licensee shall be allowed to perform such modification, replacement, or upgrade to its Wireless Facility without further land use review or approval by Licensor; provided, however, that all other municipal reviews and approvals, including the issuance of a building permit and encroachment permits, ~~shall~~ may be required at the City's discretion. In connection with the foregoing, Licensor has the right to require ~~wireless providers~~ Licensee to submit proof of compliance with Laws. This proof includes but is not limited to RF Certifications from the FCC, environmental assessments, and other documents that may be required under the National Environmental Policy Act and the National Historic Preservation Act or other Laws. If the modification, replacement, or upgrade would have an impact on the RF emissions at the Permitted Site, ~~the wireless provider~~ Licensee must submit an updated RF Certification to the City within 30 days of the modification, replacement, or upgrade.

5.4.5 Pre-Approved Wireless Facilities. Once a Wireless Facility design has become a Pre- Approved Wireless Facility for Licensee's use of a Structure, then Licensee shall be allowed to install a Wireless Facility using any such Pre-Approved Wireless Facility without further land use review or approval by Licensor, subject to space and structural capacity and loading review by Licensor during the Application processing and building permit review processes. All other municipal reviews and approvals, including the execution of a Permit, building permits and right of way/encroachment permits, shall apply to the installation of any Pre-Approved Wireless Facility.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Structures and Wireless Facilities in safe condition and good

repair in accordance with this Agreement, the Design Standards, Application, Permit, and any other Laws.

6.2 Costs to Rearrange/Adjust Third Party Facilities. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Facility, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6.3 No Liens. Licensee will not allow the placement of any lien with respect to any Structure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of the lien being recorded on the Structure.

6.4 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to access Structures in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Facilities; provided, however, that if Licensee and Licensor agree to utilize Licensor's electrical service serving Licensor's Structure for a particular Wireless Facility, then commencing on the first (1st) day of the month following the date that Licensee first utilizes Licensor's electrical service to provide power for the Wireless Facility, Licensee shall pay to Licensor a flat utility usage Fee set out in the City's consolidated fee schedule each month until such use is discontinued by Licensee.

Commented [CRM4]: Verizon needs to review fee schedule. How much and where should these bills be sent?

8. OPERATION AND MAINTENANCE

8.1 RF Emissions. Licensee's operation of its Wireless Facilities shall comply with all FCC regulations regarding RF emissions and exposure limitations. Licensor may, at its discretion, perform testing to ensure Wireless Facilities are in compliance with the FCC's maximum permissible exposure limits of RF emissions for the general public. Licensee is allowed to install signage as long as it complies with the City's Sign Code (subject to applicable state and federal Laws), and other mitigation such as a power cut-off switch on Structures, to allow workers to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the Licensor shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Facilities and agree to limit the frequency of power-downs and to restore power as promptly as reasonably possible.

8.2 Interference.

(a) Licensee shall operate its Wireless Facilities in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, provided such transmissions are operated in compliance with Laws.

(b) Licensor will not, nor will Licensor knowingly permit its employees, tenants, licensees, invitees, agents or independent contractors to cause Interference with Licensee's existing Wireless Facilities, Licensee's use of the Structure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within thirty (30) days of Licensor's receipt of notice of Interference from Licensee, and will otherwise diligently work in good faith with Licensee to determine the cause of the Interference and to develop reasonable solutions to resolve the Interference in a mutually acceptable manner.

9. RELOCATION AND ABANDONMENT

9.1 Relocation for Public Improvement Projects. In the event Licensor desires to undertake a Public Improvement Project in a manner likely to cause Interference with Licensee's Wireless Facility, Licensor shall have the right to cause Licensee to relocate its Structure and/or Wireless Facility subject to the terms and conditions set forth herein; provided, however, Licensor shall use reasonable efforts to fully accommodate Licensee's continuing use of the Structure without relocation if it is reasonably possible to do so. Licensee assumes all risk and costs of relocation when submitting an Application and using the City Right of Way for its Structures and/or Wireless Facilities.

(a) **Relocation.** If Licensor's Public Improvement Project requires Licensee to relocate its Structure and/or Wireless Facility from all or any portion of the City Right of Way, Licensor shall have the right to require Licensee to relocate the Permitted Site upon the following terms and conditions: (i) Licensor shall deliver to Licensee a Relocation Notice to relocate the Structure and/or Wireless Facility; (ii) Licensor shall identify a suitable alternate location that provides substantially similar signal coverage for the Wireless Facility as that of the Permitted Site being relocated; (iii) such relocation will be performed exclusively by Licensee with costs allocated in accordance with Laws; (iv) Licensee shall have ninety (90) days from receipt of Relocation Notice to relocate the Structure and/or Wireless Facility; (v) Licensee shall have the right to operate a temporary cell site if feasible in a mutually agreeable location in the vicinity of the Permitted Site during such relocation with no additional Fee due to Licensor; and (vi) the applicable Fee for the Permit shall not abate, provided such temporary cell site is available to Licensee. Licensee shall not be required to pay any additional Application, review or other Licensor Fees in connection with any relocation initiated by Licensor. If in Licensee's reasonable judgment no suitable Relocation location can be found, then Licensee shall have the right to terminate the applicable Permit for which Licensor is requiring relocation upon written notice to Licensor, and without penalty or further obligation.

(b) **Relocation in the Event of Emergency.** Notwithstanding Section 9.1(a) above, in the event of an Emergency, Licensor will endeavor to provide as much notice to Licensee for the relocation of the Structure and/or Wireless Facility as warranted by the circumstances pertaining to the Emergency. Licensee shall relocate its Structure and/or Wireless Facility as soon as practicable.

9.2 Abandonment. If Licenser determines to Abandon any Licenser-owned Structure, then Licenser shall give Licensee at least sixty (60) days' prior written notice of Licenser's intent to Abandon the Structure. Licensee must remove or otherwise dispose of its Wireless Facilities within this sixty (60) day period at which time the Permit shall automatically terminate.

10. INSURANCE AND BOND

10.1 ~~The Service Provider~~Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the ~~Service Provider~~Licensee or its ~~agents, representatives, employees, or subcontractors~~. The ~~Service Provider~~Licensee shall provide a Certificate of Insurance evidencing:

Commented [CRM5]: Comments per Verizon risk management. Verizon can require that its contractors and subcontractors carry substantially the same coverage.

(a) Commercial General Liability insurance written on an occurrence basis with limits ~~no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage and Three Million Dollars (\$3,000,000) general aggregate for including personal and advertising injury, bodily injury and property damage.~~ The ~~Service Provider~~ Upon prior written notice to, review and acceptance by Licensee, Licensee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(b) Commercial Automobile Liability insurance with a combined single limit of ~~not less than Two Million Dollars (\$2,000,000) each accident for bodily injury (including death) of any person, and property damage covering all arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.~~

(c) Telecommunications, Media and Technology Professional Liability (Errors and Omissions) insurance (if applicable) with a ~~limit of annual limits no less than One Million Dollars (\$1,000,000) per occurrence claim and aggregate covering the negligent acts, errors and/or omissions of Service Provider in the performance of professional services under this Agreement.~~ ~~Service Provider~~Licensee agrees to continue to procure and maintain professional liability ~~errors and omissions~~ insurance coverage meeting these requirements for a period of three (3) years ~~the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.~~ If written on a claims-made basis, the ~~Service Provider~~Licensee warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

(d) Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of ~~at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease and One Million Dollars (\$1,000,000) disease-policy limit.~~ The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City

Municipal Corporation for all work performed by the Service Provider Licensee and its employees, agents and subcontractors.

(e) Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be included covered as additional insureds as their interests may appear under this Agreement on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider Licensee including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider Licensee and a copy of the blanket additional insured endorsement naming including the City as an additional insured as its interest may appear under this Agreement shall be attached to the Certificate of Insurance.

(f) Upon receipt of notice from its insurer(s), Should any of the above described policies be cancelled before the expiration date thereof, Service Provider Licensee shall provide notice to the City within thirty (30) days prior written notice of cancellation of any required coverage. The City reserves the right to request certified copies of any required policies.

(g) The Service Provider Licensee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(h) For any claims related to this Agreement, the Service Provider Licensee's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider Licensee's insurance and shall not contribute with it.

10.2 Compliance Bond. Upon approval of the Application, the Licensee shall be required to post a bond in the amount of \$50,000 for each Wireless Facility, such bond to be held and maintained during the entire period of Licensee's operation of each Wireless Facility in the City, as a guarantee of compliance with this Agreement, the City's Ordinance, Permit and all other Laws. This bond may be used for any costs incurred by the Licensor to cure Licensee's non-compliance.

Commented [CRM6]: \$50,000 per facility is excessive for each small wireless facility. Verizon suggests a tiered approach, such as \$50,000 for the first 15 facilities, with an increase of \$50,000 for every group of 15 facilities thereafter.

11. INDEMNIFICATION

11.1 Indemnification by Licensee. To the extent permitted by law, Licensee shall indemnify, hold harmless and, at Licensor's sole option, defend Licensor Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorney's fees, and other charges and expenditures that Licensor Indemnitees, or any of them, may incur, asserted by third parties against Licensor Indemnitees, or any of them, by reason of the installation, operation, use, repair, or removal of Structures and/or Wireless Facilities or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensor Indemnitees, or any of them.

12. DEFAULT AND TERMINATION

12.1 Termination by Licensor. Licensor may terminate a Permit provided under this agreement if the Licensor: (i) terminates the Master License Agreement in accordance with the provisions herein, or (vii) determines a Wireless Facility or Structure has been abandoned in accordance with Section 9 of this Agreement, ~~or (viii) is no longer required by State and Federal law to allow Wireless Facilities in the public right of way.~~

Commented [CRM7]: Verizon's investment in the City will be substantial. If the law changes, Section 14.7 can be used to address the future changes.

12.2 Licensee's Default and Licensor's Remedies. If Licensee is in Default, pursuant to the defined term, then thereafter Licensor may elect any of the following remedies:

- (a) terminate this Agreement, provided such Default affects all Permits and this Agreement as a whole;
 - (b) if applicable, suspend Licensee's access to the Licensor-owned Structure to which the Default pertains;
 - (c) terminate the specific Permit(s) or affected portion thereof covering the Wireless Facility or Structure(s) to which the Default pertains;
 - (d) require Licensee's obligation to which the Default has been declared to be specifically performed;
 - (e) use the compliance bond to cure the Default at the expense of the Licensee;
- or
- (f) maintain an action at law against Licensee for damages incurred by Licensor arising directly from Licensee's uncured Default.

12.3 Termination by Licensee. Licensee may terminate this Agreement without cause by providing sixty (60) days' notice to Licensor.

12.4 Voluntary Termination of Permit.

- (a) A Permit may be terminated by Licensee for any reason or no reason at any time prior to the Commencement Date effective upon written notice to Licensor.
- (b) A Permit may be terminated by Licensee after the Commencement Date for any reason or no reason, and such termination shall be effective following thirty (30) days' written notice to Licensor and the removal of the Wireless Facility and Licensee's payment to Licensor of a termination fee equal Twenty-Five Percent (25%) of the Annual Fee (if any), at the then-current rate. Notwithstanding the foregoing, no such termination fee will be payable on account of the termination of a Permit by Licensor, or by Licensee under any termination provision contained in the following Sections of this Agreement: Section 9.1, 9.2, 12.2, 12.3, 12.4(a), or 13. Additionally, in the event Licensee has paid a Fee to Licensor for the use of the Permitted Site, then Licensor shall have the right to retain the Fee without refund or other credit to Licensee.

12.5 Licensor's Default and Licensee's Remedies. If Licensor is in Default, then Licensee may terminate this Agreement or elect to pursue any rights or remedies available to Licensee at law or in equity.

12.6 Removal after Termination. Within sixty (60) days following expiration or early termination of any Permit, Licensee shall restore the Structure to the original condition.

13. **CASUALTY.** In the event of damage to a Licensor-owned Structure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event can reasonably be expected to disrupt Licensee's operations on the Licensor-owned Structure, for more than forty-five (45) days, then Licensee may elect from among the following alternatives at any time following such Casualty Event: (i) terminate the applicable Permit or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) place and operate a temporary facility, if feasible and approved by Licensor, at a mutually agreeable location in the vicinity of and reasonably equivalent to Licensee's current use of the Licensor-owned Structure until such time as the Licensor-owned Structure is restored and the Wireless Facility is returned to full on-air operation in the ordinary course of Licensee's business; or (iii) submit a new Application for an alternate location equivalent to Licensee's current use of the Licensor-owned Structure, in which case Licensor shall waive the Application Fee and transfer all remaining rights to the new Licensor-owned Structure as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Permit, notice of termination shall cause the applicable Permit or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Permit. If Licensee does not elect to terminate the applicable Permit, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that either the temporary facility is placed and operational as provided in (ii) above, or the Wireless Facility or Licensor-owned Structure is relocated as provided in (iii) above.

14. MISCELLANEOUS PROVISIONS

14.1 **Notices.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

If to Licensee (including invoices):

[Name of Company]
Attn: [enter]
Re: Wireless Facility on Public Structures
(City of _____) (____)
FA No.: _____
[street name]
[city],[state] [zip code]

If to Licensor:

, Engineering Department
P.O. Box 1480
Park City, UT 84060

With a copy to the [company] Legal Department:

[Name of Company]
Attn: [enter]
Re: Wireless Facility on Public Structures
(City of _____) (____)
FA No.: _____
[street name]
[city],[state] [zip code]

Contact Information for day to day operation:

Licensor: 435-615-5075; Engineering_Mail@parkcity.org

Licensee: _____

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

14.2 Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any Event of Force Majeure.

14.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the authorized successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Structures are located.

14.4 Compliance with Laws. Licensee and Licensor agree to comply with all Federal, State, County, and Local Laws.

14.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of Utah without regard to its conflict of laws principles, and, where applicable, federal law.

14.6 Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement or any Permit, or the alleged breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise in writing. The mediator shall be mutually selected by the Parties. In case of disagreement, the mediator shall be selected by lot from among two nominations of mediators licensed to practice law in Utah provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties, otherwise each Party shall bear its own costs of mediation. If

mediation fails to resolve the dispute within ninety (90) days after the demand for mediation, either Party may pursue litigation to resolve the dispute. Demand for mediation shall be in writing and delivered to the other Party to this Agreement, and shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen.

14.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to take into consideration the New Law on a going forward basis for all existing and new Wireless Facilities. ~~In the event the New Law supersedes or replaces the then-existing Law that the Parties are unable to agree upon with regard to new Fees, rates, or terms of conditions and the Parties are unable to agree upon new terms within ninety (90) days after such notice and the New Law supersedes or replaces the then-existing Law,~~ then any Fees, rates, or terms contained in the New Law shall apply as of the effective date of the New Law forward until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

14.8 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

14.9 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

14.10 Entire Agreement; Amendments. This Agreement embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

14.11 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

14.12 Electronic Signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

[FULL NAME OF LICENSOR]

[FULL NAME OF LICENSOR]

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____