



CITY OF EDEN PRAIRIE

LAND USE TELECOMMUNICATIONS APPLICATION 2020

TYPE (check one or all that apply)	1) EXISTING ANTENNA REPLACEMENT REVIEW _____ 2) NEW ANTENNA PLACEMENT REVIEW _____ 3) NEW TOWER SITE ZONING LAND USE PLAN REVIEW _____ 4) LOCATION ON CITY WATER TOWER/TANK A.) NEW _____ B.) MAINTENANCE/REPLACEMENT _____ 5) NEW, RENEWAL, OR ALTERATON OF EXISTING LEASE WITH CITY _____
SITE SPECIFICATIONS	SITE ADDRESS _____ ZONING DISTRICT _____
APPLICANT INFORMATION	SERVICE PROVIDER: _____ PHONE: _____ AUTHORIZED AGENT FOR SERVICE PROVIDER _____ ADDRESS: _____ CITY/STATE/ZIP: _____ EMAIL ADDRESS: _____ PHONE: _____
FEES	(More than one fee below may apply) <ul style="list-style-type: none"> • \$580.00 – Administrative Review – Non refundable required for all applications.(For items 1-5 above) • \$4,800.00 – Antenna License Deposit Agreement (Located Page 6-9). Required for any new, renewal or alterations to existing City lease agreement. (For item 5 above) • \$8,750.00 – Deposit Agreement (Located Page 10-13). Required for all Telecommunication applications where new antenna or antenna maintenance/replacement and associated equipment will be or are currently located on City Water tower/tank. (For item 4 above)
SUBMISSION REQUIREMENTS/ REVIEW INFORMATION	<ul style="list-style-type: none"> • Review Chapter 11 Section 11.06 entitled “Towers and Antennas” • See page 2 for maintenance of an existing antenna on a tower or roof. • See page 3 and 4 for a proposed new tower. May require a Planning Commission and City Council review if over 80’ in height. • Administrative Review Process highlighted on page 4
	CITY CONTACT – STEVE DURHAM, 952-949-8491, sdurham@edenprairie.org or SARAH STRAIN – 952-949-8413, sstrain@edenprairie.org
REQUIRED SIGNATURES	APPLICANT/AUTORIZED REPRESENTAIVE _____ DATE _____ PROPERTY/FEE OWNER _____ DATE _____
RECEIVED BY	
RECEIPT NUMBER	
DATE	
CHECK NAME & ADDRESS	

SUBMISSION REQUIREMENTS FOR

- **Maintenance or Replacement of an existing antenna on a tower**
 - **Maintenance or Replacement of an existing antenna on a roof top**
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1. Name, address, telephone and fax numbers of applicant.
2. Location of proposed antenna or antenna replacement.
3. Plans Certified by a qualified registered professional engineer on 11" x 17" paper. Plans may be electronically submitted in color in PDF format.
4. Description of the Antenna, including its height, size of base, configuration, design, number of antennas to be attached to the tower or roof, potential for additional antennas, color and camouflage treatment and lighting, if any, and materials out of which the tower will be constructed.
5. Description of any ground mounted equipment and or accessory structures including size, dimensions, and materials of the equipment and/or accessory structures planned. Provide a screening plan for ground based telecommunication equipment located on private property according to City Code Chapter 11, Section 11.03, Subd. 3. G. (k) and screening plan for ground based equipment in public right of way City Code Chapter 11, Section 11.06, Subd. 9.
6. The application shall be accompanied by payment of such fees as provided by City Council resolution. Fees shall include reimbursement to City of its costs, including those incurred for consulting and technical advice relating to the proposed Antenna.
7. Submit 2 copies of application and all supporting information if not submitted electronically. If submitting electronically, please submit in color.
8. Submit an "Antenna License Deposit Agreement" if antenna or tower located on City owned property.

NOTE: A separate building permit may be required independent of this land use/zoning application. Please submit a building permit to the Building Inspections Department if directed by City staff.

SUBMISSION REQUIREMENTS FOR

- A NEW TRANSMISSION TOWER

1. Name, address, telephone and fax numbers of applicant.
2. Location of proposed antenna or tower, including the legal description.
3. The location of all existing towers within one mile of the location of the proposed new tower, together with the distances between the existing towers and the proposed tower.
4. A certificate of survey showing the location of the tower and tower setbacks from property lines. Location of any ground mounted, ground based telecommunication equipment and/or, accessory structures with setbacks to property lines. NOTE: **(A site plan for co-location sites not required unless otherwise directed by City Staff.)**
5. Description of the tower, including its height, size of base, configuration, design, number of antennas to be attached to the tower, potential for additional antennas, color and camouflage treatment and lighting, if any, and materials out of which the tower will be constructed.
6. Description of any ground mounted equipment and or accessory structures including size, dimensions, and materials of the equipment and/or accessory structures planned. Provide a screening plan for ground based telecommunication equipment located on private property according to City Code Chapter 11, Section 11.03, Subd. 3. G. (k) and screening plan for ground based equipment in public right of way City Code Chapter 11, Section 11.06, Subd. 9.
7. A certificate by a qualified registered professional engineer in such form as approved by the City Manager or his designee that the applicant's commercial wireless telecommunications services equipment cannot be accommodated on an existing tower in accordance with City Code, Chapter 11, Section 11.06 Subd. of the City Code and a certificate by a qualified registered professional engineer selected or approved by the City Manager or his designee that the commercial wireless telecommunications services to be accommodated on the proposed tower or increase in size or capacity of an existing tower will not interfere with public safety wireless telecommunications. Propagation maps required.
8. The application shall be accompanied by payment of such fees as provided by City Council resolution. Fees shall include reimbursement to City of its costs, including those incurred for consulting and technical advice relating to the proposed tower.

9. Color propagation maps showing area of coverage, that is, current coverage and proposed coverage.
11. Submit 2 copies of application and all supporting information. **All building and site plans for Building Permit must be to scale and not reduced.**
12. Submit an “Antenna License Deposit Agreement” if antenna or tower located on City owned property.

NOTE: A separate building permit is required independent of this land use/zoning application. Please submit a building permit to the Building Inspections Department.

ADMINISTRATIVE REVIEW PROCESS

1. Once an application for Telecommunications is reviewed it will be reviewed for completeness. This review will take place once reviewed at the Development Review Committee.
2. The application will be scheduled for review at the next available **Development Review Committee (DRC)**. The DRC meets every Thursday. The committee is made up of various City Departments including Building Inspections, Community Development, Engineering, Fire, Parks & Recreation, Planning and Public Works. It is best to have an application submitted on the Friday prior to the DRC.
3. Within 15 business days, after the DRC the meeting, a letter will be sent to the applicant indicating the application is complete or incomplete. If incomplete the letter will identify items that will be need to be submitted for a complete application.
4. The review period starts when an application is determined to be complete. The City may take up to 90 days for co-location applications and up to 150 days for new site tower locations. The anticipated review time is 2 to 4 weeks depending on complexity of the application, need for outside agency reviews, and what legal documents need execution.
 - Any towers located in or near wetlands, floodplains, conservation areas, shoreland areas, county roads, state highways, city property, and Flying Cloud Airport may involve additional review by other City, County, State, Federal agencies.
 - The applications will be sent to the Fire Department for review of compatibility with Public Safety wireless telecommunications.
5. After the review is completed an administrative permit will be issued by the Planning Division.
6. The administrative land use review process is separate from a Building Permit.

BUILDING PERMIT REQUIRED

- After the administrative telecommunication land use permit is issued, a separate building permit may be required.

The Planning Department representative may request you to contact other City, County, State, Federal agencies if those governing bodies that have specific questions or technical issues

CITY OF EDEN PRAIRIE

ANTENNA LICENSE DEPOSIT AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____, 20____,

by

("Applicant") for the benefit of the City of Eden Prairie, a Minnesota Municipal corporation ("City").

RECITALS

WHEREAS, Applicant has applied to City for a license for the installation of a communications antenna on City property described in Exhibit A attached hereto (the "Antenna License Application"); and

WHEREAS, in conjunction with City's review of the Antenna License Application, City may incur costs, including administrative, planning, engineering, and other consulting costs ("Review Costs"), and City requires a guaranty that such costs will be paid by Applicant; and

WHEREAS, Applicant acknowledges the receipt of a benefit from City's review of the Antenna License Application and from City's Review Costs;

NOW, THEREFORE, Applicant agrees as follows for the benefit of the City:

1. Deposit. Applicant has made the following deposits required for the Antenna License Application, consistent with the City's Fee Resolution and/or Fee Ordinance (all such deposits hereafter collectively referred to as the "Deposit Funds"): _____ dollars and ____/100 (\$____.____).

2. Use of Deposit Funds. City may, at any time, draw upon the Deposit Funds to pay Review Costs for the Antenna License Application. City shall determine the Review Costs based upon the rates listed in the most current fee schedule adopted by the Eden Prairie City Council. The fee schedule is subject to change by the City Council, without notice to the Applicant.

3. Conditions of Deposit. The following conditions shall apply to the Deposit Funds:

a. Administrative hourly rates for processing applications shall be charged at a flat rate of \$100.00 per hour.

- b. Payment shall be made to City consultants, including but not limited to, engineering, legal and planning consultants, in the amounts actually billed, according to the customary consulting rates in effect at that time. Such consulting services or costs shall reasonably and necessarily relate to the subject matter of the Antenna License Application, as determined by City in its sole discretion.
 - c. Payment shall be made to cover costs relating to public hearing mailings.
 - d. City shall not be responsible for paying any interest on the Deposit Funds.
 - e. If in the discretion of City, there is deemed to be an inadequate balance in Applicant's deposit account to pay for all the Review Costs incurred or to be incurred by City, City will notify Applicant of the need for additional Deposit Funds. Applicant agrees to make such additional deposits within ten (10) days of mailing of such notice.
 - f. No Requested Approval will be acted upon or processed by any City personnel until all Deposit Funds due at the time of original submission, or which thereafter become due pursuant to subparagraph 3.e., have been paid in full.
4. Positive Balances in Account. In the event there is a positive balance in the deposit account and there is (a) completion of the development process, either in the form of final approval or final denial of the Antenna License Application, or (b) an application is withdrawn, in writing, by Applicant, then the balance shall be paid to Applicant within ninety (90) days of receipt by City of a written request by Applicant for payment.
5. Accounting. Upon request by Applicant, City will provide an accounting of all expenses charged against the account, but in no event more often than once every 30 days. An accounting will be provided when City notifies Applicant of a requirement for additional deposits and when the account is closed.
6. Application Fees. Applicant understands and agrees that the Review Costs and Deposit Funds are in addition to, and not in lieu of, City application fees.
7. Breach. In the event of breach of any terms of this Agreement by Applicant, City may, at its option, cease processing any Antenna License Application which has been submitted by Applicant to cease any further development or work on any project to which the Antenna License Application relates. Applicant shall be responsible for all costs and expenses, including attorney's

and expert's fees and costs, incurred by City to enforce this Agreement or to collect any monies due to City from Applicant pursuant to this Agreement.

8. Validity. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

9. Amendments. No amendment or change of any kind to this Agreement shall be valid unless made in writing and with the consent of the City.

10. Binding Agreement. Applicant recognizes and agrees that all terms and conditions of this Agreement shall be binding upon the heirs, successors, administrators, and assigns of Applicant.

11. Applicant understands that nothing contained herein or the undertaking by City of the review and investigation of Applicant's Antenna License Application constitutes approval by City of such Application.

12. Applicant further understands that in the event that an Antenna License Application is granted, the Antenna License Agreement between Applicant and City will be substantially in the form of Exhibit B attached hereto and the amount of the annual fee for the Antenna License will be determined.

IN WITNESS WHEREOF, the Applicant has caused these presents to be executed as of the day and year aforesaid.

APPLICANT
[Applicant Name]

By: _____

Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____, the of _____

Notary Public

CITY OF EDEN PRAIRIE
DEPOSIT AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____, 20____,

by _____,

("Applicant") for the benefit of the City of Eden Prairie, a Minnesota Municipal corporation ("City").

WHEREAS, Applicant has applied to City for the following approval(s) or action(s)

- a.
- b.
- c.
- d.
- e.

(the "Requested Approval"); and,

WHEREAS, in conjunction with City's review of the Requested Approval, City may incur costs, including administrative, planning, engineering, and other consulting costs, and City requires a guaranty that such costs will be paid by Applicant; and

WHEREAS, Applicant acknowledges the receipt of a benefit from City's review of the Requested Approval and from City's Review Costs;

NOW, THEREFORE, Applicant agrees as follows for the benefit of the City:

1. Deposit. Applicant has made the following deposits required for the Requested Approvals, consistent with Resolution 93-6 (all such deposits hereafter collectively referred to as the "Deposit Funds"):

<u>Requested Approval</u>	<u>Amount</u>
a. _____	a. _____
b. _____	b. _____
c. _____	c. _____
d. _____	d. _____

e. _____

e. _____

2. Use of Deposit Funds. City may, at any time, draw upon the Deposit Funds to pay Review Costs for the Requested Approvals. City shall determine the Review Costs based upon the rates listed in the most current fee schedule adopted by the Eden Prairie City Council.

The fee schedule is subject to change by the City Council, without notice to the Applicant.

3. Conditions of Deposit. The following conditions shall apply to the Deposit Funds:

- a. Administrative hourly rates for processing applications shall be charged at a flat rate of \$100.00 per hour.
- b. Payment shall be made to City consultants, including but not limited to, engineering, legal and planning, in the amounts actually billed, according to the customary consulting rates in effect at that time. Such consulting services or costs shall reasonably and necessarily relate to the subject matter of the Requested Approval, as determined by City in its sole discretion.
- c. Payment shall be made to cover costs relating to public hearing mailings.
- d. City shall not be responsible for paying any interest on the Deposit Funds.
- e. If in the discretion of City, there is deemed to be an inadequate balance in Applicant's deposit account to pay for all the Review Costs incurred or to be incurred by City, City will notify Applicant of the need for additional Deposit Funds. Applicant agrees to make such additional deposits within ten (10) days of mailing of such notice.
- f. No Requested Approval will be acted upon or processed by any City personnel until all Deposit Funds due at the time of original submission, or which thereafter become due pursuant to subparagraph 3.d., have been paid in full.

4. Positive Balances in Account. In the event there is a positive balance in the deposit account and there is (a) completion of the development process, either in the form of final approval or final denial of the Requested Approvals, or (b) an application is withdrawn, in writing, by Applicant, then the balance shall be paid to Applicant within ninety (90) days of receipt by City of a written request by Applicant for payment.
5. Accounting. Upon Request by Applicant, City will provide an accounting of all expenses charged against the account, but in no event more often than once every 30 days. An accounting will be provided when City notifies Applicant of a requirement for additional deposits and when the account is closed.
6. Application Fees. Applicant understands and agrees that the Review Costs and Deposit Funds are in addition to, and not in lieu of, City application fees.
7. Breach. In the event of breach of any terms of this Agreement by Applicant, City may, at its option, cease processing any Requested Approval which has been submitted by Applicant to cease any further development or work on any project to which the Requested Approval relates. Applicant shall be responsible for all costs and expenses, including attorney's and expert's fees and costs, incurred by City to enforce this Agreement or to collect any monies due to City from Applicant pursuant to this Agreement.
8. Validity. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
9. Amendments. No amendment or change of any kind to this Agreement shall be valid unless made in writing and with the consent of the City.
- 10 Binding Agreement. Applicant recognizes and agrees that all terms and conditions of this Agreement shall be binding upon the heirs, successors, administrators, and assigns of Applicant.

