

WORK MEETING

HEBER CITY CORPORATION
75 North Main Street
Heber City, Utah 84032
City Council Work Meeting
October 1, 2015

6:00 p.m. Work Meeting

**TIME AND ORDER OF ITEMS ARE APPROXIMATE AND MAY BE
CHANGED AS TIME PERMITS**

- I. Call to Order**
 1. Discuss Potential Incentives the City May Offer to Encourage Development of Hotels
 2. Discuss Ordinance 2015-28, an Ordinance Amending the Heber City Land Use Map from Low Density Residential to Moderate Density Residential for Property Located at 700 South 1200 West
 3. Discuss Ordinance 2015-29, an Ordinance Amending the Heber City Zoning Map from the R-1 Residential Zone to the R-2 Residential Zone with the Clustered Open Space Overlay Zone (COSZ) for Property Located at approximately 700 South 1200 West
 4. Discuss Date for Heber City Christmas Party - Preferred Saturday, December 5 or Wednesday, December 9
 5. Discuss KPCW Request for Antenna Location on the Valley Hills Water Tank and the Associated Site Agreement
 6. Review Proposed Five-Year Capital Improvement Plan for the Heber City Airport/Russ McDonald Field
 7. Other Items as Needed

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media.

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Michelle Kellogg at the Heber City Offices (435) 654-0757 at least eight hours prior to the meeting.

Posted on September 24, 2015, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at www.ci.heber.ut.us, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on September 24, 2015.

Memo

To: Mayor and City Council
From: Mark K. Anderson
Date: 09/24/2015
Re: City Council Agenda Items for October 1, 2015

WORK MEETING

Item 1 – Discuss Potential Incentives the City May Offer to Encourage Development of

Hotels: At the last City Council meeting the Council requested that specific language justifying the offering of incentives to hotels be provided for consideration. In discussing this issue with staff, we would suggest the following conditions:

- That the hotel have 60 or more rooms
- That the hotel have a hotel rating of three or more stars (standard to be determined)
- That the hotel contain 1,000 sq. feet or more of conference/meeting space
- That 90% of the rooms not be offered for stays beyond 30 days
- That an economic/financial analysis of the fiscal impact the hotel would have on the City be provided to show that the benefits the City will receive will be equal to, or greater than any incentive offered.

Incentives that have been discussed by the Council are as follows:

- Offering water rights at a discounted rate if paid for prior to occupancy
- Offering water rights at a market rate if payment for the shares is extended beyond occupancy (not to exceed 3 years)
- Offering to rebate the 1% Transient Room Tax (TRT) for sales in excess of \$1,000,000 for a period not to exceed 5 years

If the Council believes the City is underserved by hotels in the City and is desirous to offer incentives to attract hotels, staff would recommend that we limit the incentives to a specific period of time (e.g. 24 months) or to a certain number of hotels (e.g. 2). This takes into consideration that the City has limited surplus water rights and attracting too many hotels may create a financially challenging environment if there is too much competition for limited customers.

In conversation with the Best Western group, the incentives that appear most critical to them are those that defer upfront costs as the hotel may take a few years to become profitable.

Item 2 – Discuss Ordinance 2015-28, an Ordinance Amending the Heber City Land Use Map from Low Density Residential to Moderate Density Residential for Property

Located at 700 South 1200 West: This item was briefly discussed at the last City Council meeting and the Council asked that it be placed on the work meeting agenda for additional discussion.

Chris Shurian is requesting that the Heber City Land Use Map be amended to change the land use for a parcel located at approximately 700 South 1200 West from Low Density Residential to Moderate Density Residential. (See enclosed staff report, concept plan and map) The goal of Mr. Shurian is to develop a housing product that targets seniors per the concept plan attached to the staff report. The Planning Commission is recommending approval of the request on the condition that the property is developed for senior housing. If the project were to be abandoned, the Planning Commission would want the zoning to revert back to Low Density Residential. Staff would recommend approval subject to the conditions outlined by the Planning Commission.

Item 3 – Discuss Ordinance 2015-29, an Ordinance Amending the Heber City Zoning Map from the R-1 Residential Zone to the R-2 Residential Zone with the Clustered Open Space Overlay Zone (COSZ) for Property Located at approximately 700 South

1200 West: This proposed zone change is tied to the previous agenda item. Mr. Shurian is requesting that this property be rezoned from R-1 Residential to R-2 Residential with the application of the COSZ Overlay Zone. This would facilitate the development of the property per the concept plan attached to the previous agenda item. The Planning Commission has held a public hearing and is recommending approval subject to the attached zone change agreement. Staff also believes that this type of housing product would benefit the City.

If the project were to be abandoned, in my opinion, the City would still have to go through the public process to approve a zone change, but the owner should have no expectation of the R-2 zoning and COSZ Overlay remaining in place.

Item 4 – Discuss Date for Heber City Christmas Party - Preferred Saturday, December 5 or Wednesday, December 9:

Staff would like to discuss potential dates for the annual Christmas Party. Above are two suggested dates for consideration that are currently available at the Soldier Hollow Grill.

Item 5 – Discuss KPCW Request for Antenna Location on the Valley Hills Water Tank #2 and the Associated Site Agreement:

Larry Warren, KCPW General Manager, is seeking approval to locate a translator station/antenna on the Valley Hills Water Tank #2. Enclosed is a copy of the application that was submitted to the City which includes the antenna specifications and a draft hosting agreement. The compensation being offered to the City is \$300 per month in radio spots to advertise Heber City events, etc. Our last agreement with Digis (an internet service provider) was \$100 per month plus the ability to receive

discounted services at the City's request. Under the circumstances, staff feels good about what is being proposed.

Item 6 – Review Proposed Five-Year Capital Improvement Plan for the Heber City Airport/Russ McDonald Field:

Annually the City is asked to review scheduled airport projects to make sure our priorities align for the airport. As a result, the Airport Advisory Board reviewed the enclosed letter and proposed Airport Development Plan (ADP) from the FAA and UDOT Aeronautics at their meeting held on September 16th. Enclosed is a modified Airport Development Plan which includes the following changes recommended by the Board:

- Reference to the AGIS Survey was removed from 2016 as this project is being completed under the current 2015 grant agreement
- The 2017 Apron Expansion Reimbursement was reduced from \$331,016 to \$200,000 as this project has been completed within this budget
- The Airport Board is recommending that a budget of \$1,500,000 be added in 2016 to purchase land to protect the Runway Protection Zone (RPZ) as this property is being considered for a gas station/convenience store.

Although the Board recommended the inclusion of a \$1,500,000 reimbursement for apron expansion by a potential FBO in 2018, in speaking with the FAA, although an eligible project, its priority would not receive consideration from the FAA and the City has too many needs to consider commitment any of our \$150,000 of annual entitlement funds. Therefore, I have not included it in the proposed ADP.

The issue of most concern is the \$1,500,000 budget in 2016 to purchase land to protect the RPZ. The City currently has an aviation easement over a portion of this property, but in visiting with the FAA, the language is not restrictive enough to preclude the construction of a gas station. The FAA has expressed a willingness to participate in the purchase of the land, but funds would not be available to reimburse the City until the summer of 2016. (See enclosed map of the area) Identification of how the City would front the land purchase presents its own problems.

If the City elected to purchase the land, we would be required to follow FAA acquisition guidelines by having the property appraised and the appraisal reviewed. Timing would be such that the City would have to front the land purchase for several months before the FAA would be able to reimburse the City for their 90.63% grant match.

Lastly, the ADP lists potential projects through 2023 which includes programmed funding for a C-II upgrade, if the City chooses to go this route. Acceptance of the ADP does not commit the City to a C-II upgrade, but does keep funding available if the City elects to go this direction. I expect that this topic will be visited in great depth as we go through the Airport Layout Plan/Master Plan update in 2016.

TAB 1

**There are no physical
materials for this
agenda item.**

TAB 2

Heber City Council
Meeting date: September 3, 2015
Report by: Anthony L. Kohler

Re: Chris Shurian Applications at 700 South 1200 West

- 1. General Plan Amendment**
- 2. Zoning Map Amendment**
- 3. Overlay Zone Map Amendment**

The petitioner is proposing a housing development aimed at seniors. The proposed development contains an assisted living center, 30 independent living units, and 36 senior 4-plex units. The site is currently zoned R-1 Residential, which permits detached single family dwellings on lots with 10,000 square feet and 100 feet of frontage.

Sherman's Landing is an approved but expired subdivision plat that was approved about 8 years ago on this site, containing 35 building lots under current zoning, and developed at approximately 2.5 units per acre. The current proposal would require a zone change.

To accommodate the proposal, the petitioner is proposing changing the General Plan Land Use Designation from Low Density Residential to Moderate Density Residential. The property would then be rezoned to R-2 Residential in order to accommodate the Clustered Open Space Overlay Zone (COSZ). With the proposed zoning designations, 5 units per acre would be permitted on the property. The proposal contains approximately 4.26 units per acre.

The COSZ requires 50 percent open space, a minimum of 10 acres for any development, permits attached housing, and can permit a non-residential use such as an assisted living center, if that use provides services to residents of the development.

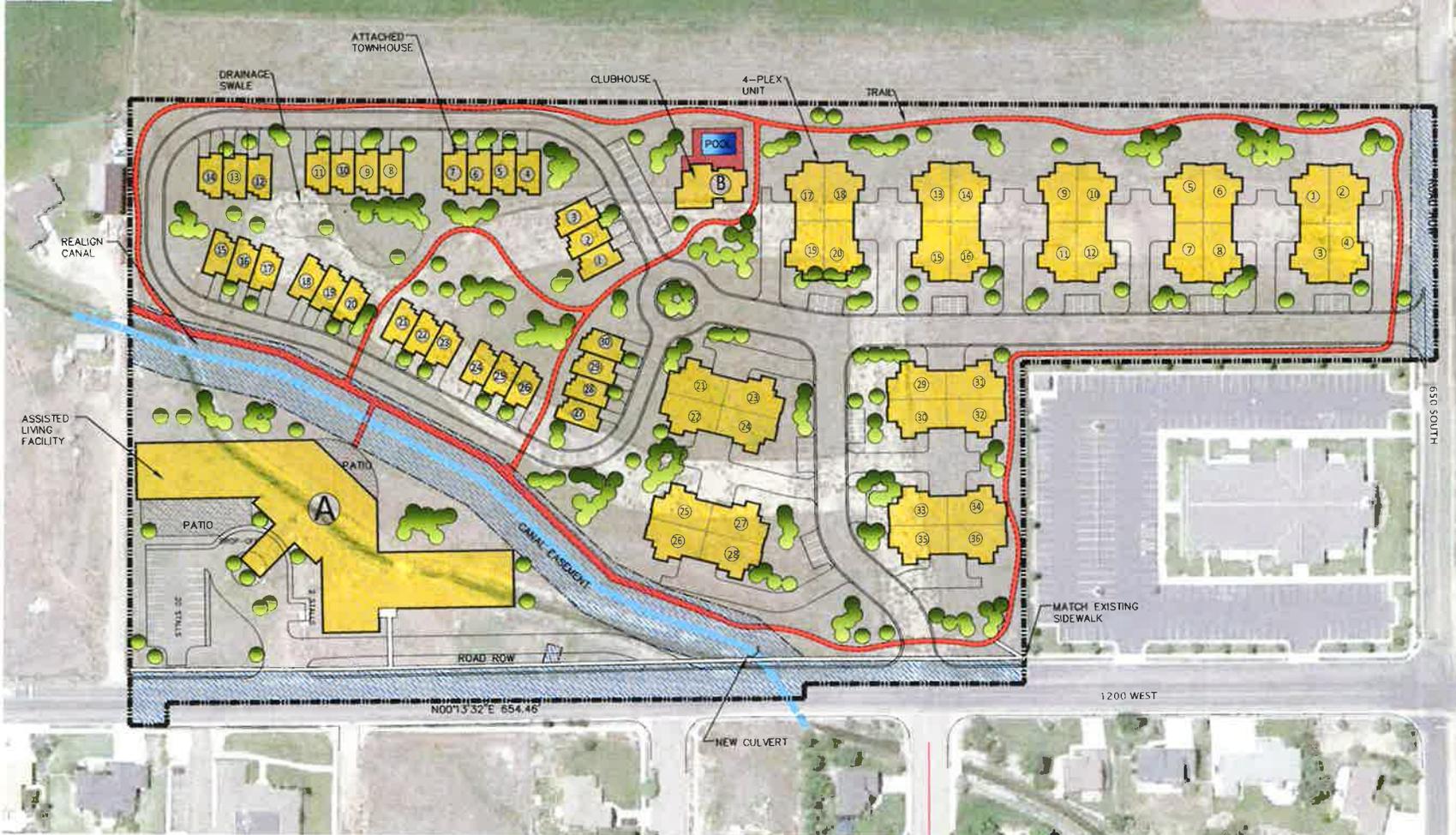
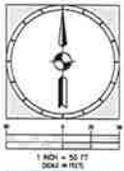
Map Amendments

On August 13, 2015 the Planning Commission held a public hearing to consider the 3 amendments, designating the land use from Low Density to Moderate Density Residential, amending the Zoning Map from R-1 to R-2 Residential and designating the property as COSZ on the Zoning Map. Riley Probst, an adjoining neighbor, expressed concern with the proposed rezone because it permits a higher density next to unincorporated properties.

The Planning Commission recommended approval of the proposed changes as consistent with statements in the general plan regarding housing for senior citizens and recommended a restriction on the zone change that requires the property to be developed for seniors, or else be rezoned back to R-1 Residential. The Planning Commission vote was 6 ayes and 1 nay. The general plan goals include:

1. Provide a variety of housing types for senior citizens, including assisted care centers, independent care centers, and targeted senior retirement communities. These facilities need to be located near critical support facilities, namely: medical, shopping, churches, etc.
2. Provide zoning regulations to encourage housing types for elderly or senior citizens including assisted care, independent care, and targeted senior retirement communities;

The Planning Commission also approved a concept plan for the property, which is attached for reference. The City Council would consider the proposed subdivision at the final approval stage.



LEGEND

JURISDICTION	
LEGAL JURISDICTION:	WEBER CITY
EXISTING PLANNING ZONE:	R-1
PROPOSED PLANNING ZONE:	R-2
PROPOSED USES	
TOTAL AREA:	15.51 acres
PROPOSED DENSITY:	4.20 units/acre
PROGRAM	
4-Plex Apartments	36 units
Multi-Family Office	30 units
Community Clubhouse	2,500 SF
Assisted Living Facility	32,620 SF
PARKING TABULATIONS	
TOTAL UNITS:	66 units
ON-SITE PARKING PROVIDED:	66 in-unit garage
Guest Parking	36 Stalls
Clubhouse Parking	12 Stalls
Assisted Living Parking	22 Stalls

PROJECT C15-024	PREPARED FOR CHRIS SHURIAN
SHEET 1	PROJECT SHERMAN'S LANDING

CONCEPT SITE PLAN

LOCATED IN THE NORTHEAST 1/4
OF SECTION 04, TOWNSHIP 01
NORTH RANGE 01 EAST, SLSM

WASATCH COUNTY, UTAH

DRAWN BY STS	REVIEWED BY (B)
SCALE 1" = 50'	ISSUE DATE 7/29/2015

Summit Engineering Group Inc.
Structural • Civil • Surveying

Summit Engineering Group Inc. is an Equal Opportunity Employer. Minorities and women are encouraged to apply. The information on this drawing is the property of Summit Engineering Group Inc. and is not to be used, copied, or reproduced in any form without the written consent of Summit Engineering Group Inc.

ORDINANCE NO. 2015-28

AN ORDINANCE AMENDING THE HEBER CITY GENERAL LAND USE MAP

BE IT ORDAINED by the City Council of Heber City, Utah, that the Heber City GENERAL PLAN LAND USE MAP is **amended** to change the Land Use from Low Density Residential to Moderate Density Residential as shown on Exhibit 1.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the _____ day of _____, 2015.

ADOPTED and PASSED by the City Council of Heber City, Utah this _____ day of _____, 2015, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery M. Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

Mayor Alan McDonald

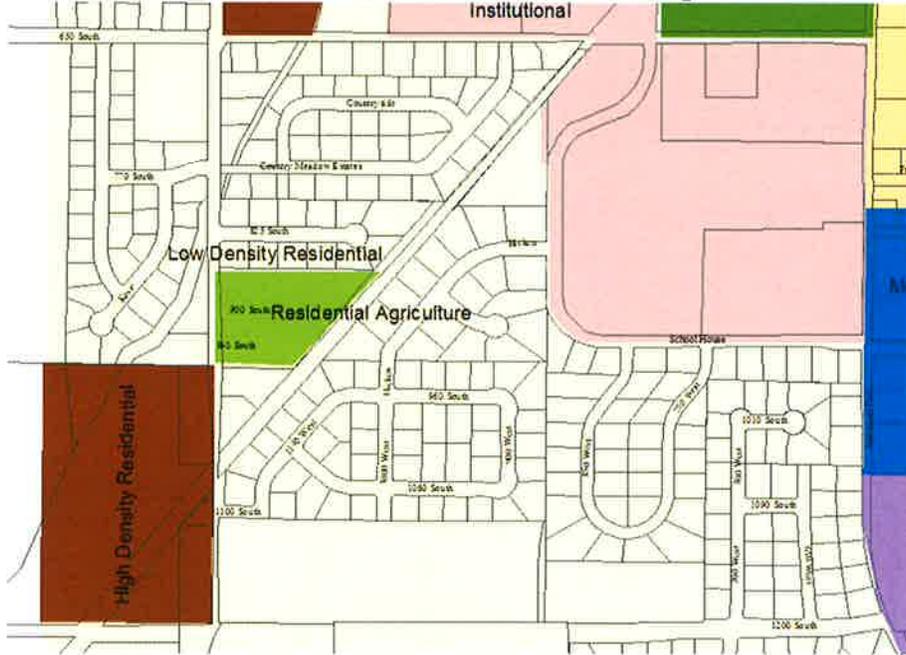
ATTEST:

RECORDER

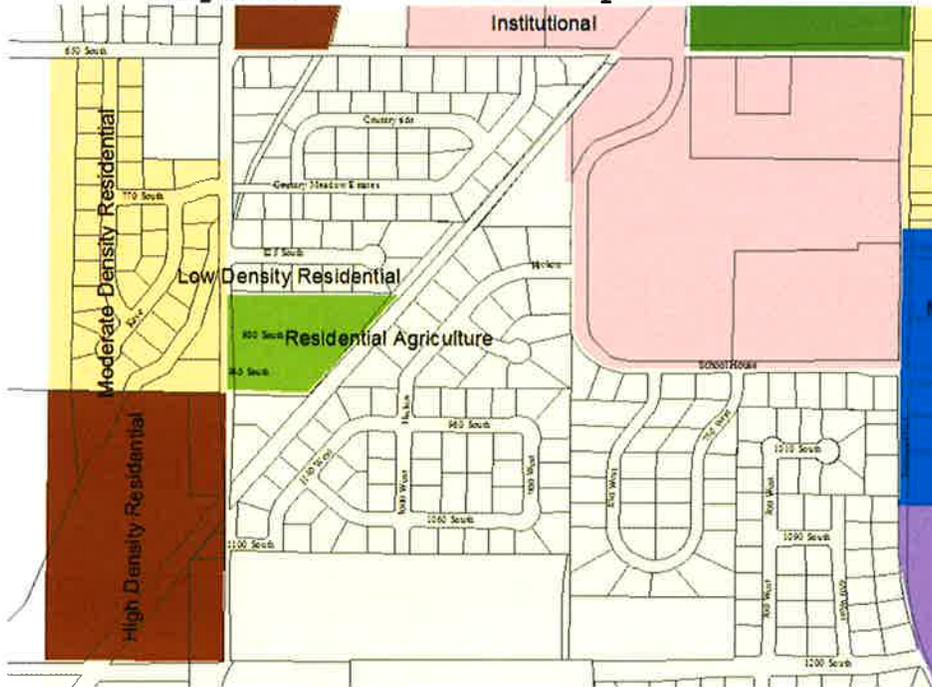
Date of First Publishing: _____

EXHIBIT 1

Existing General Plan Map



Proposed General Plan Map Amendment



TAB 3

ZONE CHANGE AGREEMENT
SHERMAN'S LANDING SENIOR COMMUNITY

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between Heber City (the "City") and Chris Shurian (the "Petitioner").

WHEREAS, Petitioner has submitted a petition to amend the Zoning Map to rezone the property to R-2 Residential with the COSZ Clustered Open Space Zone;

WHEREAS, the city finds the rezoning of this property is for the purpose of meeting the goals and objectives of the General Plan, specifically:

1. To provide a variety of housing types for senior citizens, including assisted care centers, independent care centers, and targeted senior retirement communities. These facilities need to be located near critical support facilities, namely: medical, shopping, churches, etc.
2. To provide zoning regulations to encourage housing types for elderly or senior citizens including assisted care, independent care, and targeted senior retirement communities;

NOW, THEREFORE, the Parties hereby agree as follows:

In the event the property described in Exhibit 2 is proposed for a use other than senior housing, the City may rezone the property back to R-1 Residential.

1. Once this agreement is signed by the respective parties with the requisite authority to bind the city and the Petitioner it shall be recorded with Wasatch County Recorder. Thereafter the Zone Change Ordinance will be executed by Heber City and these obligations will become binding upon the parties.
2. This agreement and the attached Exhibits contain the entire agreement between the parties and no statements, promises or inducements made by either party shall be binding unless modified by a written document approved by both parties.
3. This agreement shall be a covenant running with the land and shall be binding upon the parties and their assigns and successors in interest.
4. In the event there is a failure to perform any of the obligations of this agreement and it becomes necessary for either party to employ the services of an attorney, whether

such attorney is inside counsel or private counsel, either with or without litigation, on appeal or otherwise, the prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees and any costs and expenses incurred to enforce this agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this _____ day of _____, 2015.

HEBER CITY:

By: _____
Alan McDonald, Mayor

ATTEST:

Heber City Recorder

Petitioner:

By: _____
Chris Shurian

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2015, personally appeared before me the above named authorized representative of Petitioner, who duly acknowledged to me that Petitioner is the owner in fee of the land described herein and executed the same as such.

NOTARY PUBLIC

EXHIBIT 2: LEGAL DESCRIPTION

**Parcel Serial Numbers: OHE-1693-0-001-044
 OHE-1694-0-001-044**

Parcel 1:

Beginning 2.86 chains South of the Northeast corner of the Southeast quarter of Section 1, in Township 4 South of Range 4 East of the Salt Lake Meridian; and running thence South 89°12' East 2.53 chains; thence South 0°48' West 15.50 chains; thence North 89°12' West 10.50 chains; thence North 0°48' East 15.50 chains; thence South 89°12' East 7.97 chains to the place of beginning.

Less and excepting the following described property:

Beginning at a point located East 158.60 feet and South 220.43 feet from the East quarter corner of Section 1, Township 4 South, Range 4 East, Salt Lake Base and Meridian; thence South 00° 25' 55" West 425.44 feet along the center line of South Field Road; thence North 89° 40' 45" West 339.69 feet to a set rebar with cap; thence North 00° 19' 15" East 425.43 feet to the center line of 650 South Street; thence South 89° 40' 45" East 340.51 feet along the center line of 650 South Street to the point of beginning.

Parcel 2:

Beginning at a point 18.90 chains South of the Northeast corner of Southeast quarter of Section 1, Township 4 South, Range 4 East of Salt Lake Base and Meridian; and running thence East 2.33 chains; thence South 5 chains; thence North 89° 12' West 10.50 chains; thence North 0° 48' East 5 chains; thence South 89° 12' East 8.17 chains to the place of beginning.

The above described tract of land however, is subject to right of way for public travel over a strip 2 rods in width of the eastern end of said tract of land.

ORDINANCE NO. 2015-29

AN ORDINANCE AMENDING THE HEBER CITY ZONING MAP

BE IT ORDAINED by the City Council of Heber City, Utah, that the property described in Exhibit 2 is rezoned from R-1 Residential to R-2 Residential with the COSZ Clustered Open Space Overlay Zone on the Heber CITY ZONING MAP as shown on Exhibit 1.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the ____ day of _____, 2015.

ADOPTED and PASSED by the City Council of Heber City, Utah this ____ day of _____, 2015, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery M. Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

Mayor Alan McDonald

ATTEST:

RECORDER

Date of First Publishing: _____

EXHIBIT 2

Parcel 1:

Beginning 2.86 chains South of the Northeast corner of the Southeast quarter of Section 1, in Township 4 South of Range 4 East of the Salt Lake Meridian; and running thence South 89°12' East 2.53 chains; thence South 0°48' West 15.50 chains; thence North 89°12' West 10.50 chains; thence North 0°48' East 15.50 chains; thence South 89°12' East 7.97 chains to the place of beginning.

Less and excepting the following described property:

Beginning at a point located East 158.60 feet and South 220.43 feet from the East quarter corner of Section 1, Township 4 South, Range 4 East, Salt Lake Base and Meridian; thence South 00° 25' 55" West 425.44 feet along the center line of South Field Road; thence North 89° 40' 45" West 339.69 feet to a set rebar with cap; thence North 00° 19' 15" East 425.43 feet to the center line of 650 South Street; thence South 89° 40' 45" East 340.51 feet along the center line of 650 South Street to the point of beginning.

Parcel 2:

Beginning at a point 18.90 chains South of the Northeast corner of Southeast quarter of Section 1, Township 4 South, Range 4 East of Salt Lake Base and Meridian; and running thence East 2.33 chains; thence South 5 chains; thence North 89° 12' West 10.50 chains; thence North 0° 48' East 5 chains; thence South 89° 12' East 8.17 chains to the place of beginning.

The above described tract of land however, is subject to right of way for public travel over a strip 2 rods in width of the eastern end of said tract of land.

The following is shown for informational purposes only: Tax Serial No. OHE-1693 and OHE-1694.

TAB 4

**There are no physical
materials for this
agenda item.**

TAB 5

Site: _____

Rep: _____

HOSTING AGREEMENT

This Hosting Agreement (Agreement) is entered into this ____ day of _____, 2015, by and between **KPCW**, a Utah company (referred to herein as **KPCW**, We, Us, or Our), with offices located at 460 Swede Alley, Ste. 200, Park City, UT 84060, and Heber City Corporation located at 75 North Main Street, Heber City, Utah 84032 (referred to herein as Host, You, or Your).

Recitals

- A. **KPCW** is a non-profit radio station and desires to place a new radio antenna on Heber City's water tank
- B. **Host** desires to enter into this Agreement in order to permit **KPCW** to install and maintain **its** Equipment at Host's designated location on the terms provided herein.
- C. **Now, therefore**, in consideration of the foregoing, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

I. KPCW Responsibilities

- 1.1 **Equipment Installation and Maintenance:** We shall install, monitor and maintain certain wireless transmission and receiving equipment (**KPCW** Equipment) designed to provide community radio programming to be placed in service at Valley Hills Water Tank # 2 (round water tank), located at approximately 1600 North Valley Hills Blvd. We shall be responsible for all costs and expenses to maintain the **KPCW** Equipment.
- 1.2 **Government Approval:** **KPCW** shall maintain at its own expense any and all permits, licenses and other authorizations from governmental or regulatory authorities necessary for the conduct of its business. We shall have the right to file in Your name or Our name any applications for certificates, permits and other approvals that may be required by any federal, state or local authorities.
- 1.3 **Liability and Insurance:** We shall maintain general commercial liability insurance in an amount not less than \$1 million per occurrence for bodily injury and/or property damage caused by us. We shall indemnify and hold You harmless for any such damage or injury unless caused by or attributed to the negligence, misconduct, omission or action of any person or entity other than **KPCW** or Yourself, or unless caused by or attributed to the negligence, or misconduct of Yourself. If a third party files a complaint against You in a court of competent jurisdiction, during the term, asserting that the third party suffered damage or injury from **KPCW's** actions at the host site or the **KPCW** Equipment as installed at the host site by Us, then provided that You give Us prompt written notice upon Your knowledge of any such claim, permit Us to answer and defend such claim or

action, and provide Us with information, assistance and authority to defend against such claim or action, then We shall defend You and indemnify You against any final monetary judgment awarded by such court. The foregoing defense and indemnification clause does not apply and **KPCW** shall have no obligation in connection with any third party claim relating to the negligence, or misconduct, of You or the negligence, misconduct, omissions or actions of a third party; or Your failure to comply with the terms of this Agreement. The remedies set forth herein shall be available to both Licensee and You under this Agreement for any and all claims relating to infringement or misappropriation.

- 1.4 **Hosting Payment:** **KPCW** will compensate Heber City with radio announcement spots in lieu of cash payments as identified in Exhibit A.
- 1.5 **Service Access:** Heber City shall allow **KPCW** full time access of the Property to install, repair, upgrade, operate and maintain the Equipment.
- 1.6 **Removal of Equipment:** Within twenty (20) business days following the expiration or termination of this Agreement for any reason, **KPCW** shall remove the **KPCW** Equipment and reasonably restore the host site to the same functionality which existed immediately prior to Our installation of the **KPCW Equipment**, ordinary wear and tear excepted.

II. Lessee Responsibilities

- 2.1 **Rightful Owner:** You warrant You are the owner of the real property of the above stated location and have the right to enter into this Agreement and perform Your obligations hereunder. To the best of Your knowledge, Your location is not subject to an option, lease or other contract that may adversely affect **KPCW's** intended use of the same, and You covenant not to grant an option or enter into any contract or agreement during the term hereof that will adversely affect the rights of **KPCW** hereunder.
- 2.2 **Property Access:** **KPCW** will be required to obtain access to the **KPCW** Equipment at the host site.
- 2.3 **Notice of Ownership Change:** You will inform **KPCW** prior to any assignment, transfer or sale of the property on which the host site is located. You will provide any purchaser or transferee of the location with a copy of this Agreement and inform such that the sale or transfer of the location is subject to the terms of this Agreement.
- 2.4 **Provision of Service:** You shall not intentionally undertake any action that will interfere with or diminish **KPCW's** right to provide service to its listeners.
- 2.5 **Protection of Equipment:** You shall use reasonable efforts to protect the **KPCW** Equipment from abuse or unauthorized access. You shall not attempt to perform or allow to perform any inspection, maintenance or removal of the **KPCW** Equipment without authorization from **KPCW**. You do not acquire any right, title or interest in the **KPCW** Equipment or any revenues earned by **KPCW** incident to the transactions contemplated by this Agreement.
- 2.6 **No Liens; Quiet Enjoyment:** You covenant that We shall have the quiet enjoyment of the host site on which the **KPCW** Equipment is installed. You shall not allow other equipment or services to be installed that interfere with the performance of the **KPCW** Equipment nor shall **KPCW** Equipment interfere with any existing City equipment or services.

- 2.7 **Electrical Power:** KPCW shall bear the costs to provide electrical service to the site and cover the monthly cost of electrical power to service the Equipment. Upon termination of the agreement, all installed utilities become property of Heber City.
- 2.8 **Taxes:** You shall pay all local, state **and federal taxes** attributable to the payments made and services provided to You by KPCW. Neither party shall be permitted to bind or obligate the other in contract or otherwise. We will not make any tax withholding of the consideration paid to You under this Agreement.

III. Term of Agreement

- 3.1 **Term:** This Agreement shall begin on the date hereof and continue for a term of five (5) years.
- 3.2 **Renewal:** This Agreement may automatically renew for an additional five (5) year term at the end of each term, upon written agreement to do so, if said written agreement is executed within one-hundred twenty (120) days prior to the expiration of the current term, of intent to renegotiate or terminate the Agreement. Otherwise this Agreement shall terminate upon the expiration of this initial five (5) year term, or any subsequent five (5) year term entered into pursuant to the provisions of this paragraph which has not been renewed accordingly. Termination rights, herein, shall not be altered by this Renewal term.
- 3.3 **Termination:** If KPCW elects either not to Activate the KPCW to be serviced by the KPCW Equipment installed at the host site at Your location or to Deactivate the KPCW serviced by the KPCW Equipment installed at the host site at Your location, then in either event KPCW has the right to immediately terminate this Agreement upon payment to You of the sum of \$100.00. If the KPCW equipment or any portion of the KPCW equipment is destroyed or damaged so as to materially hinder effective use through no fault or negligence of KPCW, KPCW may elect to terminate this Agreement upon prior written notice to You. If the designated location is taken by eminent domain, this Agreement shall terminate as of the date title to the vests in the condemning authority. Any holding over after the expiration of the term hereof shall be construed to be a tenancy from month to month and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

IV. Miscellaneous

- 4.1 **Governing Law:** The parties agree that this Agreement shall be governed and construed by the laws of the State of Utah.
- 4.2 **No Partnership:** Nothing in this Agreement shall be construed to render KPCW and Host as partners, joint venturers or employer–employee.
- 4.3 **Binding Agreement:** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the parties hereto.
- 4.4 **Assignments:** Upon prior written notice to a party, the other party may assign this Agreement to (i) any parent, subsidiary or affiliate of the notifying party; (ii) any person

or business entity that controls or is controlled by or under common control with the notifying party; (iii) any person or business entity that is merged or consolidated with the notifying party or purchases a majority or controlling interest of the ownership or assets of the notifying party.

4.5 Arbitration: Any claims or disputes arising under this Agreement shall be resolved only by binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association.

4.6 Breach of Agreement: If any party breaches this Agreement, the non-breaching party shall give written notice to the breaching party. The breaching party shall then have thirty (30) days to cure or remedy such breach to the reasonable satisfaction of the non-breaching party.

4.7 Force Majeure: Each party shall be excused from performance of its obligations for any period only to the extent that it is prevented from performance as a result of factors outside the reasonable control of the non-performing party, including acts of nature, war, terrorism, civil disturbance, utility providers and orders and decrees of governmental authorities.

4.8 Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

4.9 Notice: Any notice required to be given hereunder shall be in writing and sent by certified mail, return receipt requested with all postage prepaid, or by courier service or personal delivery requiring a signed receipt.

In Witness Whereof, the parties have executed this Agreement on the day and year written above.

HOST: HEBER CITY CORPORATION

KPCW

Signature

Signature

Print Name

Print Name

Host Contact Information:

Phone

Alternate Phone

E-mail

SSN/EIN

Title

Rep. Phone

Company Phone

EXHIBIT A



YOUR COMMUNITY VOICE

Mark Anderson, Manager
Members of the City Council

KPCW is the nonprofit, community radio station licensed to Park City, with additional transmission facilities (translator stations) located in Coalville and Heber City to provide additional coverage. Our mission is to provide news, information and entertainment to the residents of Wasatch and Summit Counties. We have been doing so since signing on the air in 1980.

We propose to compensate Heber City for siting a new translator on its property by trading radio announcement spots in lieu of cash payments. This is the same arrangement we have with both Summit County government and Park City government, on whose land we also site broadcast facilities. As a public service, nonprofit broadcaster we operate on a very thin margin and must conserve cash. This proposal is mutually beneficial, allowing Heber City to publicize either upcoming meetings of wide public interest, or promote community events such as the Cowboy Poetry Gathering. Park City government, for example, has used its spot allocation to promote such things as water conservation and early voting deadlines.

KPCW proposes to value the lease payment at \$300 per month, triple the existing cash rate charged to another telecommunications provider at the same site. At our lowest published rate of \$35 per announcement, this entitles Heber City to approximately 104 spots per annum. Spots will be recorded by our announcers and placed in a "run of schedule" rotation, in which spots are randomly placed throughout our local broadcast day, from 6 a.m. to 7 p.m. Spots placed from 7-10 pm are entitled to a rate reduction to \$20 per spot.

All spots must comply with Federal Communications Commission requirements and will be produced at no additional charge by KPCW.

KPCW is excited to be able to place a news translator facility on the subject property, which is ideal for reaching the widest possible population in Wasatch County. In anticipation of a better signal, KPCW has already begun paying more attention to Heber Valley news with the addition of one more reporter on our news staff. Our intention, as always, is to be a responsible community broadcaster providing objective news coverage and information of value to our listening audience in Wasatch and Summit Counties.

Respectfully submitted,

Larry Warren
General Manager
KPCW-FM

**AUTHORIZATION TO ENTER PREMISES
AND INSTALL, MAINTAIN AND OPERATE EQUIPMENT**

KPCW, LLC (KPCW) has the right (subject to and pursuant to the terms of a written agreement), at its sole cost and expense, to install, operate and maintain on the Premises, **KPCW** Equipment and related communications equipment. Accordingly, the undersigned hereby consents to entry on the Premises by **KPCW** and its agents, vendors and contractors in order to install, operate, and maintain the **KPCW** Equipment. The foregoing consent includes, but is not limited to, permission for entry on the premises by service personnel for purposes of installing telecommunications lines and equipment to be used with the **KPCW** Equipment.

Premises: Heber City Water Tank # 2, 1600 North Valley Hills Blvd.

By: _____

Print

Name: _____

Title: _____

Date: _____

HEBER CITY CORPORATION

TELECOMMUNICATIONS APPLICATION

This application applies to telecommunication facilities regulated by Chapter 18.110 of Heber City Municipal Code.

Name of Applicant KPCW - FM Telephone Number 435-649-9004 ext. 304
Mailing address P.O.B. 1372, Park City, UT 84060 Fax _____

It shall be unlawful to install any telecommunication facility without first having a permit from the Planning and Building Departments of the City. All telecommunication facilities shall be reviewed by the City pursuant to its standard site plan and building permit approval process. In the event the application does not conform to applicable standards, or if the facility requires a conditional use permit, the application will be referred to the Planning Commission for consideration and interpretation through the Commercial Concept approval process outlined in Chapter 17.38 of Heber City Municipal Code. Other permits, such as building permits and FCC permits may be applicable in addition to the City's Telecommunications Permit.

I hereby certify that the information provided for this application is complete and accurate, and commit to comply with applicable Federal Communications Commission radio frequency emission regulations.

Larry Warren, General Manager
Signature

8/4/15
Date

lwarren@kpcw.org

Submittal Requirements

Any person desiring to develop, construct or establish a telecommunication facility in the City shall submit an application for site plan approval to the City including the following:

- Fee of \$100.00 (for conditional use applications)
- Description of surrounding and adjacent structures and uses for each site.
- A description of the anticipated frequency of maintenance, equipment and personnel needs for maintenance of the facility, and anticipated traffic, noise or safety impacts of such maintenance.
- Addresses of proposed facility locations, names and addresses of property owners of proposed locations.
- Copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the proposed telecommunication facilities.
- Map of the locations of all of the applicant's existing and proposed telecommunications facilities that provide telecommunications within the City. Describe how the new facilities fit into the service network.
- Site Plan of each site, drawn to scale, showing existing and proposed structures, property lines, streets, waterways, and pictures as appropriate. Submit pictures or graphic models showing the appearance of the proposed telecommunications facilities.
- If the site is not a priority site listed in Chapter 18.110, the applicant shall have the burden of demonstrating to the approving authority why it could not locate antennas on sites with a higher priority than the site chosen by the applicant. Submit an alternative analysis describing the location of other sites considered for the proposed telecommunications facility, the availability of those sites, the extent to which other sites do or do not meet the applicant's telecommunications needs and the reason the subject site was chosen for the proposed telecommunications facility.
- If the proposed facility is a monopole, submit a detailed written description of why the applicant cannot obtain coverage using existing buildings or structures.

Technical Proposal for translator station K220AY for Heber City, Utah

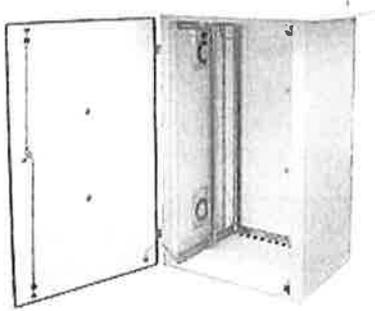
Community Wireless of Park City, INC known as KPCW is proposing the following installation atop the water tank located approximately 1552 Valley Hills Blvd in Heber City. Street view shows an existing antenna structure from Digis Broadband. (See Exhibit 1)

Exhibit 1



KPCW is proposing to install a non-penetrating roof mount in the center of the concrete top so not to add to the cluster of antennas already visible at the tank (See Exhibit 2) This style mount would allow for easy installation and decommissioning of the equipment when necessary. A small equipment shelter 25"W x 35"L x 48"T will house the equipment. (See Exhibit 3)

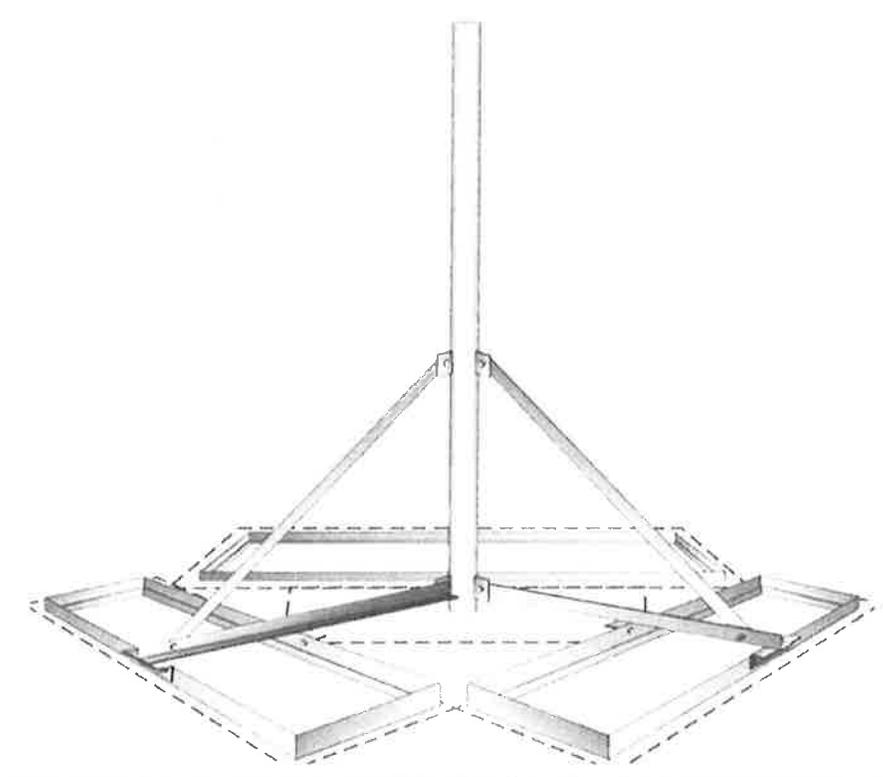
Exhibit 3



24" x 24" x 53"

This style mount will be secured by 14 cinder blocks placed on top of the angle iron mount and will have a wind load of 106 mph.

Exhibit 2



NOT TO SCALE

The antennas will be mounted to the vertical pipe of the mount. There will be no portion of the structure visible to the public or surrounding homes.

Exhibit 4 shows the satellite view of the water tank and where KPCW would install the tripod and equipment located in center of structure.

Exhibit 4



There would be two antennas located on the water tank mount. One would receive the signal from another transmitter located on Lewis Peak in Summit County. The other one would be the transmitter antenna to broadcast to the local community in Heber City. (See Exhibits 5-6)

Exhibit 5 Receive antenna 4' L x 3'T



Exhibit 6 Transmit antenna 3'T x 2'L



All equipment will be professionally installed and properly grounded as required by State and City code

KPCW Translator facility proposal notes to application:

KPCW-FM proposes to construct a new translator to broadcast local news, weather and other information and entertainment pertinent to the citizens of Wasatch County. This facility replaces an inferior site located on the Heber Valley floor which is in a commercial building which is for sale and cannot be guaranteed as a host site under new ownership.

Description: See Technical Proposal attached

Frequency of maintenance: Construction will take 1-3 days and will require no equipment other than a pickup truck to haul materials. Maintenance may be one to two trips annually to clean filters. Trips would be by passenger vehicle. The only other site visits would be for unanticipated repairs in the event of equipment failure. There will be no noise or safety impacts. All work would be within the city's fenced enclosure away from the public.

Addresses: Heber City Municipal Corporation is the owner of the site. The owner of the translator is Community Wireless of Park City, Inc., a nonprofit corporation located at 460 Swede Alley, Suite 200, Park City, UT, 84060. The mailing address is P.O.Box 1372, Park City, UT, 84060.

Copies of all licenses and permits required are attached. This translator is licensed by the Federal Communications Commission. A further FCC permit is required and will be obtained by KPCW upon approval of this telecommunications facility.

Site plan and location: See Technical Proposal

Site analysis: KPCW formerly operated a translator on Wilson Peak. Due to limited power availability, we could not meet our licensed power allocation of 250 watts. We operated at 67 watts, which at that distance from the Heber City population provided a weak signal. Further, a severe winter storm destroyed our equipment in 2011. At that point we relocated to the valley floor and increased power. That site, at 113 West 100 South in Heber City, is also inadequate. Surrounding trees provide interference and the site is not located higher than average terrain, which limits its reach. KPCW has run numerous technical studies on several potential sites, such as UVU, Red Ledges, the LDS Church camp, a water treatment facility near the camp, Soldier Hollow, and several publically and privately owned water tanks both in Heber City and in the county. All were rejected due either to shielding of the site by surrounding terrain, lack of nearby utility access, zoning regulation, HOA covenants or denial of permission by landowners. All sites were inferior to the Heber City Valley Hills water tank, which offers unobstructed line of site views of the entire valley, access to power, the security of a fenced property and the fact that other telecommunications antennas are already co-located on the tank. KPCW is a community licensed nonprofit radio station operating on the FM band reserved for public service broadcasters. The station reports weather, news and traffic conditions in the Heber Valley and neighboring Summit County.

Monopole: The site analysis above explains why a monopole is necessary. Because the monopole would be in the center of the tank, from neighboring homes and streets, the high sides of the tank itself would shield the monopole from view, eliminating its visual impact. The pole itself would be non-penetrating and would be placed on a mount held in place by cinder block weights. KPCW would not drill into the concrete of the tank. A small prefabricated, weatherproof equipment cabinet, described in the Technical Proposal, would also be placed near the monopole and would likewise be shielded from view.

ATTACHED FCC FORM #349 WAS OUR AUTHORIZATION TO BUILD THE CURRENT HEBER CITY TRANSLATOR. EXCEPT FOR CHANGE IN LOCATION, ALL DATA REMAINS THE SAME FOR THE CHANGE IN LOCATION.

A NEW APPLICATION WILL BE FILED WITH THE F.C.C. TO OBTAIN ITS PERMISSION TO BUILD UPON APPROVAL OF THE SITE PLAN BY HEBER CITY.

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 349</p>	Approved by OMB 3060-0403 (October 2009) FOR FCC USE ONLY
<p>APPLICATION FOR AUTHORITY TO CONSTRUCT OR MAKE CHANGES IN AN FM TRANSLATOR OR FM BOOSTER STATION</p> <p>Read INSTRUCTIONS Before Filling Out Form</p>	FOR COMMISSION USE ONLY FILE NO - 20120730ACZ

Section I - General Information

1.	Legal Name of the Applicant COMMUNITY WIRELESS OF PARK CITY, INC.						
	Mailing Address BOX 1372						
	City PARK CITY	State or Country (if foreign address) UT	ZIP Code 84060 -				
	Telephone Number (include area code) 4356499004	E-Mail Address (if available) LWARREN@KPCW.ORG					
	FCC Registration Number: 0001534270	Call Sign K220AY	Facility Identifier 13480				
2.	Contact Representative (if other than Applicant) JOHN CRIGLER, ESQ.		Firm or Company Name GARVEY SCHUBERT BARER				
	Mailing Address 1000 POTOMAC STREET, N.W. 5TH FLOOR, FLOUR MILL BUILDING						
	City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20007 - 3501				
	Telephone Number (include area code) 2029657880	E-Mail Address (if available) JCRIGLER@GSBLAW.COM					
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input checked="" type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input type="radio"/> N/A (Fee Required)						
4.	Facility information: a. <input checked="" type="radio"/> FM Translator <input type="radio"/> FM Booster b. Community or communities to which the proposed facility will be licensed: <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 150px;">Community(ies)</td> <td>State</td> </tr> <tr> <td>HEBER CITY, ETC.</td> <td>UT</td> </tr> </table>			Community(ies)	State	HEBER CITY, ETC.	UT
Community(ies)	State						
HEBER CITY, ETC.	UT						
5.	Application Purpose <input type="radio"/> New station <input type="radio"/> Major Change in licensed facility <input checked="" type="radio"/> Minor Change in licensed facility <input type="radio"/> Major Modification of construction permit <input type="radio"/> Minor Modification of construction permit <input type="radio"/> Major Amendment to pending application <input type="radio"/> Minor Amendment to pending application a. File number of original construction permit: If an amendment, submit as an Exhibit a listing by Section and Question Number the portions of the pending application that are being revised. [Exhibit 1]						

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided. See General Instruction J.

Section II - Legal

1.	<p>Certification. Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>								
2.	<p>Applicant is:</p> <table border="1" style="width:100%"> <tr> <td data-bbox="237 548 675 590"><input type="radio"/> an individual</td> <td data-bbox="675 548 1105 590"><input type="radio"/> a general partnership</td> <td data-bbox="1105 548 1390 590"><input type="radio"/> a for-profit corporation</td> </tr> <tr> <td data-bbox="237 590 675 632"><input type="radio"/> a limited partnership</td> <td data-bbox="675 590 1105 632"><input checked="" type="radio"/> a not-for-profit corporation</td> <td data-bbox="1105 590 1390 632"><input type="radio"/> a limited liability company (LLC/LC)</td> </tr> <tr> <td colspan="3" data-bbox="237 632 1390 674"><input type="radio"/> other</td> </tr> </table> <p>a. If "other", describe nature of applicant in an Exhibit. [Exhibit 2]</p>	<input type="radio"/> an individual	<input type="radio"/> a general partnership	<input type="radio"/> a for-profit corporation	<input type="radio"/> a limited partnership	<input checked="" type="radio"/> a not-for-profit corporation	<input type="radio"/> a limited liability company (LLC/LC)	<input type="radio"/> other		
<input type="radio"/> an individual	<input type="radio"/> a general partnership	<input type="radio"/> a for-profit corporation								
<input type="radio"/> a limited partnership	<input checked="" type="radio"/> a not-for-profit corporation	<input type="radio"/> a limited liability company (LLC/LC)								
<input type="radio"/> other										
3.	<p>a. Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).</p> <p>b. Applicant certifies that the FM translator's (a) coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 60 dBu contour is contained within the lesser of: (i) the 2 mV/m daytime contour of the AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the AM primary station's transmitter site.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 3]</p> <p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 4]</p>								
<p>NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing. See 47 C.F.R. Section 74.1232(d).</p> <p>If Yes to (a) and No to (b) applicant is prohibited from receiving any support, before or after construction, either directly or indirectly from the commercial primary station being rebroadcast or from any person or entity having any interest whatsoever, or any connection with the primary FM station. Interested and connected parties include group owners, corporate parents, shareholders, officers, directors, employees, general and limited partners, family members and business associates. See 47 C.F.R. Section 74.1232(e).</p>										
4.	<p>The applicant, if for a commercial FM translator station with a coverage contour extending beyond the protected contour of the commercial primary station being rebroadcast, certifies that it has not received any support, before or after constructing, directly or indirectly, from the licensee/permittee of the primary station or any person with an interest in or connection with the licensee or permittee of the primary station, except for technical assistance as provided for under 47 C.F.R. Section 74.1232(e).</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 5]</p>								
5.	<p>For applicants proposing translator rebroadcasts that are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted. If No, this application is unacceptable for filing.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p>								
6.	<p>Character Issues. Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with:</p> <p>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 6]</p>								
7.	<p>Adverse Findings. Applicant certifies that, with respect to the applicant, any party to the</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>								

<p>application, and any non-party equity owner in the applicant, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.</p> <p>If the answer is "No," attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), and a description of the disposition of the matter. Where the requisite information has been earlier disclosed in connection with another application or as required by 47 C.F.R. Section 1.65, the applicant need only provide: (i) an identification of that previous submission by reference to the file number in the case of an application, the call letters of the station regarding which the application or Section 1.65 information was filed, and date of filing; and (ii) the disposition of the previously reported matter.</p>	<p>See Explanation in [Exhibit 7]</p>
<p>8. Alien Ownership and Control. Applicant certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 8]</p>
<p>9. Program Service Certification. Applicant certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>10. Local Public Notice. Applicant certifies compliance with the public notice requirements of 47 C.F.R. Section 73.3580.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>11. Auction Authorization. If the application is being submitted to obtain a construction permit for which the applicant was the winning bidder in an auction, then the applicant certifies, pursuant to 47 C.F.R. Section 73.5005(a), that it has attached an exhibit containing the information required by 47 C.F.R. Sections 1.2107(d), 1.2110(i), 1.2112(a) and 1.2112(b), if applicable.</p> <p>An exhibit is required unless this question is inapplicable.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input type="radio"/> N/A</p> <p>See Explanation in [Exhibit 9]</p>
<p>12. Anti-Drug Abuse Act Certification. Applicant certifies that neither applicant nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p>13. Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input type="radio"/> N/A</p>

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

<p>Typed or Printed Name of Person Signing JOE WRONA</p>	<p>Typed or Printed Title of Person Signing BOARD PRESIDENT</p>
<p>Signature</p>	<p>Date 7/25/2012</p>

SECTION III - PREPARER'S CERTIFICATION

I certify that I have prepared Section III (Engineering Data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name MARIO HIEB. P.E.		Relationship to Applicant (e.g., Consulting Engineer) CONSULTING ENGINEER	
Signature		Date 7/20/2012	
Mailing Address 36 H ST # 2			
City SALT LAKE CITY		State or Country (if foreign address) UT	Zip Code 84103 -
Telephone Number (include area code) 801 5546069		E-Mail Address (if available) MARIO@XMISSION.COM	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Section III-A - Engineering											
TECHNICAL SPECIFICATIONS											
Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.											
TECH BOX											
1. Channel: 220											
2. Primary Station:											
Facility ID Number			Call Sign			City			State		
13482			KPCW			PARK CITY			UT		
3. Delivery Method (Select One): <input type="radio"/> Off-air <input type="radio"/> Microwave <input type="radio"/> Satellite <input type="radio"/> Via <input checked="" type="radio"/> Other											
4. Antenna Location Coordinates: (NAD 27)											
Latitude:											
Degrees 40 Minutes 30 Seconds 24 <input checked="" type="radio"/> North <input type="radio"/> South											
Longitude:											
Degrees 111 Minutes 25 Seconds 0 <input checked="" type="radio"/> West <input type="radio"/> East											
5. Antenna Structure Registration Number: <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA											
6. Antenna Location Site Elevation Above Mean Sea Level:									1706 meters		
7. Overall Tower Height Above Ground Level:									7 meters		
8. Height of Radiation Center Above Ground Level:									meters(H) 6 meters(V)		
9. Effective Radiated Power:									kW(H) 0.25 kW(V)		
10. Transmitting Antenna:											
Before selecting Directional "Off-the-Shelf", refer to "Search for Antenna Information" under CDBS Public Access (http://licensing.fcc.gov/prod/cdbspubacc/prod/cdbspubacc_pa.htm). Make sure that the Standard Pattern is marked Yes and that the relative field values shown match your values. Enter the Manufacturer (Make) and Model exactly as displayed in the Antenna Search.											
<input checked="" type="radio"/> Nondirectional <input type="radio"/> Directional "Off-the-shelf" <input type="radio"/> Directional composite											
Manufacturer SCA Model FMV											
Rotation:degrees <input type="checkbox"/> No Rotation											
Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value
0		10		20		30		40		50	
60		70		80		90		100		110	

120	130	140	150	160	170
180	190	200	210	220	230
240	250	260	270	280	290
300	310	320	330	340	350
Additional Azimuths					

Relative Field Polar Plot

11.	<p>For FM Boosters and Fill-in translators only.</p> <p>a. FM Fill-in translators. Applicant certifies that the FM translator's (a) coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 60 dBu contour is contained within the lesser of: (i) the 2 mV/m daytime contour of the AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the AM primary station's transmitter site.</p> <p>b. FM Boosters. Applicant certifies that the FM Booster station's service contour is entirely within the primary station's protected coverage contour.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 10]</p> <p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 11]</p>
12.	<p>Interference. The proposed facility complies with all of the following applicable rule sections. Check all that apply:</p> <p>Overlap Requirements. <input checked="" type="checkbox"/> a) 47 C.F.R. Section 74.1204 Exhibit Required.</p> <p>Television Channel 6 Protection. <input type="checkbox"/> b) 47 C.F.R. Section 74.1205 with respect to station(s) Exhibit Required.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 12]</p> <p>[Exhibit 13]</p> <p>[Exhibit 14]</p>
13.	<p>Unattended operation. Applicant certifies that unattended operation is not proposed, or if this application proposes unattended operation, the applicant certifies that it will comply with the requirements of 47 C.F.R. Section 74.1234.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 15]</p>
14.	<p>Multiple Translators. Applicant certifies that it does not have any interest in an application or an authorization for an FM translator station that serves substantially the same area and rebroadcasts the same signal as the proposed FM translator station.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 16]</p>
15.	<p>Environmental Protection Act. Applicant certifies that the proposed facility is excluded from environmental processing under 47. C.F.R. Section 1.1306 (i.e., the facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Appendix A, an Exhibit is required.</p> <p>By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 17]</p>
<p>PREPARER'S CERTIFICATION ON PAGE 4 MUST BE COMPLETED AND SIGNED.</p>		

Section IV -- Noncommercial Educational Point System Factors -- New and Major Change Applications on Reserved Channels Only (used to select among mutually exclusive applications for new stations and major modifications) **NOTE:** Applicants will not received any additional points for amendments made after the close of the application filing window.

Preliminary Matter: Does this application provide fill-in service only?		<input type="radio"/> Yes <input type="radio"/> No
1.	Established Local Applicant: Applicant certifies that for at least the 24 months immediately prior to application, and continuing through the present, it qualifies as a local applicant pursuant to 47 C.F.R. Section 73.7000, that its governing documents require that such localism be maintained, and that it has placed documentation of its qualifications as an established local applicant in a local public inspection file and has submitted to the Commission copies of the documentation.	<input type="radio"/> Yes <input type="radio"/> No
2.	Diversity of Ownership: Applicant certifies that the principal community (city grade) contour of the proposed station does not overlap the principal community contour of any other authorized radio station (including AM, FM, and non-fill-in FM translator stations, commercial or noncommercial) in which any party to the application has an attributable interest as defined in 47 C.F.R. Section 73.3555, that its governing documents require that such diversity qualification in a local public inspection file and has submitted to the Commission copies of the documentation.	<input type="radio"/> Yes <input type="radio"/> No
3.	State-wide Network: Applicant certifies that (a) it has NOT claimed a credit for diversity of ownership above; (b) it is one of the three specific types of organizations described in 47 C.F.R. Section 73.7003(b)(3); and (c) it has placed documentation of its qualifications in a local public inspection file and has submitted to the Commission copies of the documentation.	<input type="radio"/> Yes <input type="radio"/> No
4.	Technical Parameters: Applicant certifies that the numbers in the boxes below accurately reflect the new (increased) area and population that its proposal would serve with a 60 dBu signal measured in accordance with the standard predicted contours in 47 C.F.R. Section 73.713(e) and that it has documented the basis for its calculations in the local public inspection file and has submitted copies to the Commission. Major modification applicants should include the area of proposed increase only (exclude the station's existing service area). (Points, if any, will be determined by FCC)	<input type="radio"/> Yes <input type="radio"/> No
	New (increased) area served in square kilometers (excluding areas of water):	
	Population served based on the most recent census block data from the United States Bureau of Census using the centroid method:	
Tie Breakers		
5.	Existing Authorizations. a. By placing a number in the box, the applicant certifies that it and any persons and organizations with attributable interests in the applicant pursuant to 47 C.F.R. Section 73.3555 have, as of the date filing, existing authorizations for the following number of relevant broadcast stations. FM translator applicants should count all attributable full service radio stations, AM and FM, commercial and noncommercial and FM translator stations other than fill-in stations. (number of attributable commercial and non-commercial licenses and construction permits) b. (Fill-in Applicants Only.) By placing a number in the box, the applicant certifies that, in addition to the station identified in 5(a), it and any persons and organizations with attributable interests in the applicant pursuant to 47 C.F.R. Section 73.3555 have, as of the date filing, existing authorizations for the following number of FM translators.	
6.	Pending Applications. a. By placing a number in the box, the applicant certifies that it and any persons and organizations with attributable interests in the applicant pursuant to 47 C.F.R. Section 73.3555 have, as of the date filing, pending applications for new or major changes to the following number of relevant broadcast stations, AM and FM, commercial and non-commercial and FM translator stations other than fill-in stations. (number of attributable commercial and non-commercial applications) b. (Fill-in Applicants Only.) By placing a number in the box, the applicant certifies that, in addition to the station identified in 5(a), it and any persons and organizations with attributable interests in the applicant pursuant to 47 C.F.R. Section 73.3555 have, as of the date of filing, existing authorizations for the following number of FM translators.	

Section VI -- Certification

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)	
Typed or Printed Name of Person Signing JOE WRONA	Typed or Printed Title of Person Signing BOARD PRESIDENT
Signature	Date 7/25/2012

Exhibits

Exhibit 12
Description: COMPREHENSIVE ENGINEERING STATEMENT

Attachment 12

Description
COMPREHENSIVE ENGINEERING STATEMENT

Exhibit 13
Description: SEE COMPREHENSIVE ENGINEERING STATEMENT

Attachment 13

Exhibit 15
Description: SEE COMPREHENSIVE ENGINEERING STATEMENT

Attachment 15

Exhibit 16
Description: SEE COMPREHENSIVE ENGINEERING STATEMENT

Attachment 16

Exhibit 17
Description: SEE COMPREHENSIVE ENGINEERING STATEMENT

Attachment 17

TECHNICAL EXHIBIT

**APPLICATION FOR
CONSTRUCTION PERMIT
FOR RESERVED BAND TRANSLATOR
K220AY**

**HEBER CITY, UTAH
CH 220 250 WATTS -305 M**

JULY 20, 2012

**MARIO HIEB, P.E.
CONSULTING ENGINEER
SALT LAKE CITY, UT**

Technical Narrative

This engineering report has been prepared on behalf of Community Wireless of Park City, Inc., in support of an application for reserved band translator K220AY.

It is believed that this proposal conforms to all applicable rules and regulations of the FCC.

Proposed Station Data

Frequency: 91.9 MHz.

Channel: 220

ERP: 250 watts

Proposed Antenna Location

The geographic coordinates (NAD 27) of the proposed site are as follows:

North Latitude: 40-30-21.7

West Longitude: 111-24-51.5

Figure 1 shows the proposed station on a USGS quadrangle map, indicating the altitude above mean sea level to be 5595 feet or 1706 meters at the proposed coordinates.

Figure 2 shows the predicted F(50,50) 60 dBu contour of the proposed STA station in relationship to the currently licensed K220AY.

Transmitting Antenna

ANTENNA: Scala FMV, vertically polarized folded dipole.

Interference

Table 1 shows the pertinent first, second, third adjacent, and IF channel stations spaced with proposed Station. Figure 3 shows the pertinent contours of the proposed station and KOHS.

Environmental Considerations

The station will operate with an effective radiated power of 250 watts from a non-directional, vertically polarized antenna.

Figure 4 shows the predicted power density versus distance emitted by the proposed facility. This figure is based on the parameters of the proposed station, using the FCC FM Model computer program.

The proposed maximum power density at the base of the tower is calculated to be 0.090 mW/cm², which is 45 percent of the recommended limit of 0.2 mW/cm² for general population/uncontrolled exposure areas.

Access to the transmitting site is restricted and appropriately marked with warning signs. When it becomes necessary for workers to ascend the tower, appropriate measures, such as reduction or shut down of power if necessary, shall be taken to ensure that the human exposure to radio-frequency radiation will not exceed the FCC guidelines.

TAB 6

Utah Division of Aeronautics
Airport Development Plan Project List

Airport:	Heber City Muni/Russ McDonald Field	Airport Sponsor:	Heber City	Present ARC:	B II	Future ARC:	B II	
Sponsor Contact:	Terry Loboschefskey	Tele. Ph #	435-654-4854	E-mail:	tloboschefskey@ci.heber.ut.us	Date Submitted:		
Consultant Contact:	Armstrong Consultants Inc.	Tele. Ph #	970-242-0101	E-mail:	ryan@armstrongconsultants.com	Based Aircraft		94
Project Description & Cost Estimate								
Proposed Calendar Year to Begin Project	Project Description	Project Identification in ALP/MP	Project Location on ALP	Sponsor Priority Number	Estimated Total Cost of Project	Cost Allocation \$		
						Federal Participation	State Participation	Sponsor Participation
Federally Funded Projects						90.63%	4.685%	4.685%
2015	Bank			2				
2016	Master Plan Update	MP	ALP	3	\$ 331,016	\$ 300,000	\$ 15,508	\$ 15,508
2016	Land Acquisition				\$ 1,500,000	\$ 1,359,450	\$ 70,275	\$ 70,275
2017	Apron Expansion Reimbursement	MP	ALP	4	\$ 200,000	\$ 181,260	\$ 9,370	\$ 9,370
2018	Repay							
2019	EA for Airport Reference Code (ARC) upgrade			6	\$ 165,508	\$ 150,000	\$ 7,754	\$ 7,754
2020	Bank							
2021	C-II Runway 03/21 Upgrade (Phase I)			8	\$ 10,261,503	\$ 9,300,000	\$ 480,751	\$ 480,751
2022	C-II Runway 03/21 Upgrade (Phase II)			8	\$ 10,095,995	\$ 9,150,000	\$ 472,997	\$ 472,997
2023	C-II Runway 03/21 Upgrade (Phase III)				\$ 6,785,833	\$ 6,150,000	\$ 317,916	\$ 317,916
Participation Totals					\$ 29,339,854	\$ 26,590,710	\$ 1,374,572	\$ 1,374,572
State Funded Projects							90.00%	10.00%
2018	Pavement Preservation				\$ 200,000		\$ 180,000	\$ 20,000
Participation Totals						\$ 200,000	\$ 180,000	\$ 20,000
Note: Attach additional sheets as necessary to fully describe projects or to add information needed for a full understanding of project scope, location and costs.								



Google earth

feet
meters





U.S. Department
of Transportation
**Federal Aviation
Administration**

August 25, 2015

Mr. Mark Anderson
Heber City
75 North Main St
Heber, UT 84032

Five-Year Airport Capital Improvement Plan

Dear Mr. Anderson:

The FAA and Division of Aeronautics continually evaluate the needs of Utah's airports and rely on capital improvement plans (CIP). The CIP is derived from different sources including Master Plans, Statewide Pavement Management Plans and Joint Planning Conferences. Enclosed are 5-year capital improvement plans for your airport. The FAA and Division are asking each airport sponsor to review and update their CIP.

The capital improvement plans shows federally funded and state funded projects for your airport. In most cases, the projects are not identical to the ones you forwarded to the FAA. It is important to remember that we fund a system of airports where the highest priority work in the State of Utah is funded first.

Please review the needs of your facility and update the CIP for your airport. We would ask that **all** Airport Sponsors submit an updated CIP to reflect a five-year period of projects, FY 2016-2021. At this point there should be no changes to 2016 and 2017. All CIP's should be submitted via email to john.sweeney@faa.gov and mswapp@utah.gov. CIP updates need to be received by October 9, 2015. Make sure that you include projects through FY 2021.

Keep in mind that CIP updates occur every year, but necessary changes can occur throughout the year. Due to constant change in airport needs and funding for proposed projects, you should keep your CIP up-to-date. Your CIP should be updated in conjunction with your City Counsel/County Commission, Airport Board and airport consultant.

We strongly recommend you discuss the CIP with your local officials and inform them of the level of available Federal and State funds expected over the 5-year planning period. It is important that alternative funding sources be researched for desired airport improvements, if necessary.

Thank you for your continued support and patience during the planning and funding process.

Sincerely,



John Sweeney
Utah Airports Planner
Federal Aviation Administration
Denver Airports District Office
26805 East 68th Ave., Suite 224
Denver, CO 80249-6361
Phone: (303) 342-1263
Fax: (303) 342-1260
Email: john.sweeney@faa.gov



A. Matthew Swapp, P.E.
UDOT Aeronautical Programs Engineer
Utah Department of Transportation
Division of Aeronautics
135 North 2400 West
Salt Lake City, UT 84116
Phone: (801) 870-4023
Fax: (801) 715-2276
Email: mswapp@utah.gov

Enclosures: Airport Capital Improvement Plan (State)

Utah Division of Aeronautics
Airport Development Plan Project List

Airport:	Heber City Muni/Russ McDonald Field	Airport Sponsor:	Heber City	Present ARC:	B II	Future ARC:	B II	
Sponsor Contact:	Terry Loboschefsky	Tele. Ph #	435-654-4854	E-mail:	tloboschefsky@ci.heber.ut.us	Date Submitted:		
Consultant Contact:	Armstrong Consultants Inc.	Tele. Ph #	970-242-0101	E-mail:	ryan@armstrongconsultants.com	Based Aircraft		94
Project Description & Cost Estimate								
Proposed Calendar Year to Begin Project	Project Description	Project Identification in ALP/MP	Project Location on ALP	Sponsor Priority Number	Estimated Total Cost of Project	Cost Allocation \$		
						Federal Participation	State Participation	Sponsor Participation
Federally Funded Projects						90.63%	4.685%	4.685%
2015	Bank			2				
2016	Master Plan Update / AGIS	MP	ALP	3	\$ 331,016	\$ 300,000	\$ 15,508	\$ 15,508
2017	Apron Expansion Reimbursement	MP	ALP	4	\$ 331,016	\$ 300,000	\$ 15,508	\$ 15,508
2018	Repay							
2019	EA for Airport Reference Code (ARC) upgrade			6	\$ 165,508	\$ 150,000	\$ 7,754	\$ 7,754
2020	Bank							
2021	C-II Runway 03/21 Upgrade (Phase I)			8	\$ 10,261,503	\$ 9,300,000	\$ 480,751	\$ 480,751
2022	C-II Runway 03/21 Upgrade (Phase II)			8	\$ 10,095,995	\$ 9,150,000	\$ 472,997	\$ 472,997
2023	C-II Runway 03/21 Upgrade (Phase III)				\$ 6,785,833	\$ 6,150,000	\$ 317,916	\$ 317,916
Participation Totals					\$ 27,970,871	\$ 25,350,000	\$ 1,310,435	\$ 1,310,435
State Funded Projects							90.00%	10.00%
2018	Pavement Preservation				\$ 200,000		\$ 180,000	\$ 20,000
Participation Totals					\$ 200,000		\$ 180,000	\$ 20,000
Note: Attach additional sheets as necessary to fully describe projects or to add information needed for a full understanding of project scope, location and costs.								