



City Planning, 1800 Harlan Street, Edgewater, CO 80214

**WIRELESS COMMUNICATION FACILITY (WCF)
CONDITIONAL USE (CU) APPLICATION**

This application subject to review and approval pursuant to Chapter 16, Article 33 of the Edgewater Municipal Code available on the City of Edgewater website (https://library.municode.com/co/edgewater/codes/municipal_code).

See Chapters 16 of the Edgewater Municipal Code for applicable development standards and regulations including but not limited to:

- Chapter 16, Articles 4 through 14 (see applicable Zone District)
- Chapter 16, Article 15 (Conditional Uses)
- Chapter 16, Article 22 (Supplemental Regulations including Driveway/Off-street parking Areas)
- Chapter 16, Article 33 (Wireless Communications Facilities)

APPLICATION CHECKLIST

- Development Application Form
- Fee and Cash Deposit per Development Fees Schedule
- Cost Agreement
- Letter of Intent that includes project description and specifically addresses each of the following Criteria:
 - a) Appropriate WCF Criteria in Section 16-33-70 of the Edgewater Municipal Code, and
 - b) CU Approval Criteria in Section 16-15-30 of the Edgewater Municipal Code.
- Signal Interference Letter
Written statement by qualified radio frequency engineer, certifying that a technical evaluation of the existing and proposed facilities indicates no potential interference problems and allow the City to monitor interference levels with public safety communications during the process.
- Legal Access Agreement
Written agreement between the applicant and the owner of the subject property for legal access to: 1) to and from the WCF, and 2) to the utilities to operate and maintain the WCF.
- Certified and Stamped Survey of Property, if available
Include all elevation points to verify building height as defined in the Edgewater Municipal Code
“Building height means the vertical distance measured from the level of the curb adjacent to the centerpoint of the front lot line to the highest point of the roof surface; provided, however, that, if the grade of the lot varies or exceeds a three-percent change in elevation between the front and rear lot lines, then the building height means the vertical distance measured from an average of the existing grade between the front and rear lot lines to the highest point of the roof surface.”
- Photosimulation of Proposed WCF elevations
- Inventory of Existing Sites
 - Narrative and map description of existing or currently proposed WCF’s within the City, and outside of the City within one mile of its boundaries.
 - General areas of the City that the Applicant believes WCF’s may need to be located within the next three years.
 - Site Name
 - Site Address
 - General Description of the facility (i.e., rooftop antennas and ground mounted equipment)

- Two sets of stamped envelopes addressed to owners of all adjacent properties.
 - “Adjacent properties means properties that share a common lot line or any single point of their respective lot lines, as well as properties separated by a public street or alley, and properties situated diagonally from the subject property, even where separated by a street or alley, which would otherwise be adjacent to the subject property.”
- PDF of CU Plan:
 - Formatting*
 - Title Block centered at the top of each sheet:

**CONDITIONAL USE
FOR WIRELESS COMMUNICATION FACILITY**
PROPERTY ADDRESS,
LEGAL DESCRIPTION,
JEFFERSON COUNTY, COLORADO

- Minimum margins: Left – 2 inch; Top – 1 inch; and Bottom and Right – ½ inch
- Sheet X of X format in lower right-hand corner of each sheet
- Capital Letter Font
- Minimum font size of 1/8 inch
- No Color Text or Graphics

Cover Sheet

- City Council and Owner Approval Blocks
- Sheet Index
- Names and Contact Information for Preparers of the CUP
- Owner Name and Contact Information
- Applicant Name and Contact Information
- Project Description
- Vicinity Map
- Property Zone District
- General Notes Section:

GENERAL NOTES:

1. OPERATION AND MAINTENANCE. THE OWNER OF THE WIRELESS COMMUNICATIONS FACILITY (WCF) SHALL ENSURE THAT IT IS MAINTAINED IN COMPLIANCE WITH STANDARDS CONTAINED IN APPLICABLE LOCAL BUILDING AND SAFETY CODES.
2. ABANDONMENT. IF A WCF HAS NOT BEEN IN USE FOR A PERIOD OF THREE MONTHS, THE OWNER OF THE WCF SHALL NOTIFY THE CITY OF THE NON-USE AND SHALL INDICATE WHETHER RE-USE IS EXPECTING WITHIN THE ENSUING THREE MONTHS. ANY WCF THAT IS NOT OPERATED FOR A CONTINUOUS PERIOD OF SIX MONTHS SHALL BE CONSIDERED ABANDONED.
3. NOISE. NOISE GENERATED ON THE SITE SHALL NOT EXCEED THE LEVELS PERMITTED IN THE CITY CODE, EXCEPT THAT A WCF OWNER OR OPERATOR SHALL BE PERMITTED TO EXCEED CITY CODE NOISE STANDARDS FOR A REASONABLE PERIOD OF TIME DURING REPAIRS, NOT TO EXCEED TWO HOURS WITHOUT PRIOR AUTHORIZATION FROM THE CITY MANAGER.
4. COMPLIANCE REPORT. A COMPLIANCE REPORT SHALL BE SUBMITTED TO THE CITY WITHIN FORTY-FIVE DAYS AFTER THE INSTALLATION OF THE WCF, DEMONSTRATING THAT AS INSTALLED AND IN OPERATION, THE WCF COMPLIES WITH ALL CONDITIONS OF APPROVAL, APPLICABLE CODE REQUIREMENTS AND STANDARD REGULATIONS.

- Site Plan*
 - Drawn to Scale showing the location and dimension of all improvements
 - North Arrow
 - Topography
 - Radio Frequency Coverage
 - Setbacks
 - Drives
 - Parking
 - Fencing

- Lighting
- Landscaping
- Adjacent Uses
- Drainage
- Access Easement(s)

- Fence and Mechanical Equipment Enclosure Elevation Drawings* including and not limited to height, gate, dimensions, equipment outline (above or behind screening), color and material details.
- Elevation Drawings* of existing and proposed WCF including and not limited to height, dimensions, lighting, rooftop equipment outline (above or behind screening), color and material details.
- Rooftop Plan* for existing and new equipment layout
- Proposed Lighting Drawing(s)* including and not limited to location on site or structures, dimensions, material and design details.
- Proposed Equipment Drawing(s)* including and not limited to dimensions, color and material details.
- One pdf file of plan set and survey
- Any additional information that the applicant believes is pertinent to the application.
- Photometric Plan for any proposed lighting _____

- Additional information, as deemed necessary _____

PROJECT LOCATION			
Project Street Address:			
Legal Description: <i>(Lot/Block/Subdivision)</i>			
PROJECT DESCRIPTION <i>(add info as applicable)</i>			
Existing Zoning:		Proposed Zoning:	
Existing Land Use:		Proposed Land Use:	
Preapplication meeting* was held with City on this date:			
<i>*Preapplication meetings are not required for administrative amendments to PUDs, SDPs for single family and two-family residences, accessory structures, variances and appeals to the Board of Adjustment.</i>			
Brief Written Description of Project:			
APPLICATION TYPE <i>(check all that apply)</i>			
Site Development Plan (or amendment)		Consolidated Plat/Lot Line Adjustment	
Planned Unit Development (or amendment)		Preliminary Plat	
Conditional Use		Final Plat	
Conditional Use Permit for Flood Area		Variance or Appeal	
Wireless Communication Facility – Admin Review		Rezone	
Wireless Communication Facility – Conditional Use		Annexation	
APPLICANT			
Name:		Phone #:	
Mailing Address:		City, State:	
E-Mail:		Zip Code:	
OWNER <i>(if not the applicant)</i>			
Name:		Phone #:	
Mailing Address:		City, State:	
E-Mail:		Zip Code:	
CERTIFICATION			
<p>I, the undersigned, authorize the City of Edgewater to proceed with this Development Application under the requirements set forth by the applicable City Code(s), as they may be amended. I understand and accept that the accuracy of the information contained within this application is the responsibility of me, and any information found to be inaccurate by the City of Edgewater of this application, may cause this application to be delayed. I also understand and accept that only complete applications will be processed. Incomplete applications will be returned to me to fulfill the requirements for my respective application. In filing this application, I am acting with the knowledge and consent of the property owners.</p>			

APPLICANT _____
Signature
Title
Date

COST AGREEMENT FOR DEVELOPMENT REVIEW

This Agreement (the "Agreement") is made this ___ day of _____ 20__, by and between _____ ("Applicant"), and the City of Edgewater, Colorado, a Colorado home rule municipality (the "City").

WHEREAS, Applicant will be filing a wireless communication application for _____ in Edgewater (the "Application");

WHEREAS, the parties recognize that the Application will place an extraordinary burden on the City's resources; and

WHEREAS, this Agreement will alleviate the burden and allow the City to process the Application in a timely fashion.

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties covenant and agree as follows:

1. Costs. The City has retained or will retain the services of certain consultants to assist in evaluating the Application and to provide assistance with negotiations, reviews, consultation and advice related to the application, including attorney fees. Such consultants charge hourly fees to the City. The City will also incur costs such as publication of legal notices and administrative costs associated with the Application. Applicant agrees to reimburse the City for all such costs.

2. Deposit.

a. Applicant agrees to deposit with the City the sum of _____ to cover the costs provided for in Section 1 hereof. The City shall withdraw funds from such deposit to cover such costs as the costs become due and payable.

b. The City shall submit a monthly invoice to Applicant showing the amounts withdrawn. The City shall furnish documentation for each billing upon Applicant's request.

c. If the deposit is depleted prior to completion of the Application processing, Applicant shall promptly deposit additional monies with the City in a mutually agreeable amount, and processing of the Application shall be suspended until such additional amount is deposited.

d. If the Application is withdrawn, the City shall refund any remaining amounts to Applicant after all the City's costs through the date of withdrawal have been paid in full.

3. No Rights. Applicant agrees and understands that it acquires no rights by virtue of this Agreement, and that the Application is subject to final approval by the Edgewater City Council.

4. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the City may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Jefferson County, Colorado.

6. Integration. The foregoing constitutes the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Agreement.

7. Modification. This Agreement may only be modified upon written agreement of the parties.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

10. No Third-Party Beneficiaries. Except as expressly provided herein, there are no intended third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on the date first written above.

CITY OF EDGEWATER

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Thad Renaud, City Attorney

