

**MIDVALE CITY, UTAH
RESOLUTION NO. 2017-R-33**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A STANDSTILL
AGREEMENT WITH CROWN CASTLE NG WEST LLC**

WHEREAS, on or about May 5, 2017, Crown Castle prepared an Application for 8 individual road cut/excavation permits, related facilities and equipment (the "Application") which was received by the City on May 10, 2017;

WHEREAS, the City in its City Code contains detailed requirements for Wireless Communications matters and Applications which are submitted in connection therewith and the review and consideration thereof in Chapter 5.52, Section 12.12.020(F) and the Midvale Municipal Code Title 17 "Zoning";

WHEREAS, Federal law contains detailed requirements in 47 U.S.C. Section 332 (c) (7) and applicable FCC Regulations and FCC Orders and certain standards, timeframes and procedures for review and approval or denial of an Application;

WHEREAS, the City has retained a consultant and may possibly retain an engineering firm to assist it in its review of the Application;

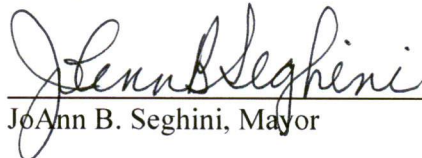
WHEREAS, the City is in the process of developing a Wireless Communication Facilities Ordinance and Franchise with respect to the potential provision of wireless facilities in City Right-of-Way subject to certain conditions;

WHEREAS, Crown Castle and the City are willing to agree to an extension of time for the City to develop a Wireless Communication Facilities Ordinance and Franchise with respect to the provision of wireless facilities in City Right-of-Way, review the Application and make its determination with respect to the Application;

WHEREAS, in order to facilitate an orderly discussion between the parties and in an attempt to avoid potentially unnecessary litigation and in consideration of the mutual promises and agreements made herein;

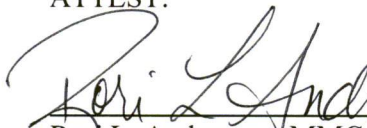
NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve this agreement between Midvale City and Crown Castle NG West LLC, and authorizes the Mayor to sign the agreement.

APPROVED AND ADOPTED this 5th day of September, 2017.



JoAnn B. Seghini, Mayor

ATTEST:



Rori L. Andreason, MMC
City Recorder



Voting by the Council:	Aye	Nay
Stephen Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Hunt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne Sharp	<input checked="" type="checkbox"/>	<input type="checkbox"/>

STANDSTILL AGREEMENT

This Standstill Agreement (hereinafter, the "Agreement"), dated this 25th day of August, 2017, is by and among Midvale City, Utah ("City") and Crown Castle NG West LLC and its affiliates ("Crown Castle").

WHEREAS, on or about May 5, 2017, Crown Castle prepared an Application for 8 individual road cut/excavation permits, related facilities and equipment (the "Application") which was received by the City on May 10, 2017;

WHEREAS, the City in its City Code contains detailed requirements for Wireless Communications matters and Applications which are submitted in connection therewith and the review and consideration thereof in Chapter 5.52, Section 12.12.020(F) and the Midvale Municipal Code Title 17 "Zoning";

WHEREAS, Federal law contains detailed requirements in 47 U.S.C. Section 332 (c) (7) and applicable FCC Regulations and FCC Orders and certain standards, timeframes and procedures for review and approval or denial of an Application;

WHEREAS, On July 26, 2017, the City denied Crown Castle's Application. On August 7, 2017, pursuant to Section 12.12.020(F) of the City of Midvale Code, Crown Castle timely filed an appeal of the City's denial. On August 16, 2017, the City denied Crown Castle's appeal. The August 16, 2017 denial was the final action by the City on Crown Castle's Application. Pursuant to 47 U.S.C. § 332(c)(7)(B)(v), Crown Castle must file any challenge to the denial within 30 days of August 16, 2017;

WHEREAS, the City has retained a consultant and may possibly retain an engineering firm to assist it in its review of the Application;

WHEREAS, the City is in the process of developing a Wireless Communication Facilities Ordinance and Franchise with respect to the potential provision of wireless facilities in City Right-of-Way subject to certain conditions;

WHEREAS, Crown Castle and the City are willing to agree to an extension of time for Crown Castle to file any action under 47 U.S.C. § 332(c)(7), and for the City to develop a Wireless Communication Facilities Ordinance and Franchise with respect to the provision of wireless facilities in City Right-of-Way;

WHEREAS, in order to facilitate an orderly discussion between the parties and in an attempt to avoid potentially unnecessary litigation and in consideration of the mutual promises and agreements made herein;

NOW, THEREFORE, THE CITY AND CROWN CASTLE AGREE AS FOLLOWS:

1. The City and Crown Castle agree to toll the running of the time for Crown Castle to file any challenge to the City's August 16, 2017 denial pursuant to 47 U.S.C. §

332(c)(7)(B)(v) until November 30, 2017. The City shall have until November 30, 2017 to develop a Wireless Communication Facilities Ordinance and Franchise with respect to the provision of wireless facilities in City Rights-of-Way, and reconsider the Application and make any amended determination with respect to the Application. If the City does not approve the Application by November 30, 2017, Crown Castle will have 30 days to file any action under 47 U.S.C. § 332(c)(7)(B)(v). For purposes of 47 U.S.C. § 332(c)(7)(B)(v), November 30, 2017 shall be considered the date of City final action on the Application unless the City takes a new action in writing on the Application prior to that date or unless the date is otherwise extended pursuant to paragraph 2 of this Agreement;

2. The November 30, 2017 date may be further extended by mutual agreement of Crown Castle and the City.

3. The Parties agree not to commence any litigation or other proceeding against each other in any Municipal (City or County), State or Federal Court, the FCC, the Public Service Commission of Utah or any other forum during the pendency of this Agreement.

4. Crown Castle will not during the pendency of this Agreement attach its wireless, small cell or DAS facilities or equipment in the City Right-of-Way to City poles or facilities or the poles or facilities of Rocky Mountain Power or any other company and will not construct any poles in the City Right-of-Way.

5. Neither Crown Castle nor the City is waiving any of their rights under Federal, State or Local Law regarding the Application. In addition, Crown Castle is not conceding the legality of any action by the City regarding the Application, or any Ordinance or Franchise that the City may adopt or require, and Crown Castle reserves all rights to challenge the City's actions or inactions regarding the Application, or any Ordinance or Franchise that the City may adopt or require.

6. Each undersigned party represents that it is duly and properly authorized to execute this Agreement.

7. This Agreement may be signed in multiple counterparts each of which shall be deemed an original and which counterparts when taken together shall constitute this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties as set forth below.

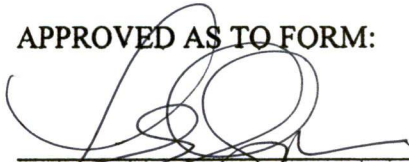
MIDVALE CITY, UTAH

By: *Jolene B. Seghini*
Title: *MAYOR*

Attest: *Don L. Anderson*
City Recorder



APPROVED AS TO FORM:



OFFICE OF THE CITY ATTORNEY

CROWN CASTLE NG WEST LLC

By: Richard Hirsch
Title: Outside Counsel