

ALPINE CITY COUNCIL ELECTRONIC/PUBLIC MEETING AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold an **Electronic/Public Meeting Tuesday, September 8, 2020 at 7:00 pm** hosted at Alpine City Hall, 20 North Main, Alpine, Utah.

The public may participate in the meeting via the Alpine City YouTube Channel. A direct link to the channel can be found on the home page of the Alpine City website: <u>alpinecity.org</u> Public Comments may be submitted to <u>admin@alpinecity.org</u> by 5:00 pm the day of the meeting.

I. CALL MEETING TO ORDER

- A. Roll Call Mayor Pro Tem Lon Lott
- B. Prayer: Jessica Smuin
- C. Pledge: By Invitation

II. CONSENT CALENDAR

- A. Approve City Council minutes of August 25, 2020
- B. Bond Release No. 10 The Ridge at Alpine Phase 2: \$220,960.88
- C. Bond Release No. 4 The Ridge at Alpine Phase 3: \$401,132.05
- D. Bond Release No. 11 The Ridge at Alpine Phase 1: \$10,512.62
- E. HA5 Application Holbrook Asphalt final payment: \$60,856.61

III. PUBLIC COMMENT

IV. REPORTS AND PRESENTATIONS A. Financial Report

V. ACTION/DISCUSSION ITEMS

- A. Zone Change Application Pearce Properties (Approx. 1185 E. East Mountain Drive)
- B. The Ridge at Alpine Request to Record
- C. Site Plan T-Mobile Antenna Upgrade
- D. Ordinance No. 2020-16: Intermunicipal Street Connections
- E. Ordinance No. 2020-17: Wireless Telecommunications
- F. Transportation Master Plan Update
- G. CARES Act Projects
- H. City Hall AV Upgrades
- I. Consideration of potential sites for additional pickleball courts

VI. STAFF REPORTS

VII. COUNCIL COMMUNICATION

III. EXECUTIVE SESSION: Discuss litigation, property acquisition, or the professional character, conduct or competency of personnel.

Mayor Pro Tem Lon Lott September 4, 2020

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need a special accommodation to participate, please call the City Recorder's Office at (801) 756-6347 x 4.

CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main and sent by e-mail to The Daily Herald located in Provo, UT, a local newspaper circulated in Alpine, UT. This agenda is also available on our web site at, and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html

PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE



Please remember all public meetings and public hearings are now recorded.

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- When speaking to the Planning Commission/City Council, please stand, speak slowly and clearly into the microphone, and state your name and address for the recorded record.
- Be respectful to others and refrain from disruptions during the meeting. Please refrain from conversation with others in the audience as the microphones are very sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (i.e., booing or applauding).
- Exhibits (photos, petitions, etc.) given to the City become the property of the City.
- Please silence all cellular phones, beepers, pagers or other noise making devices.
- Be considerate of others who wish to speak by limiting your comments to a reasonable length, and avoiding repetition of what has already been said. Individuals may be limited to two minutes and group representatives may be limited to five minutes.
- Refrain from congregating near the doors or in the lobby area outside the council room to talk as it can be very noisy and disruptive. If you must carry on conversation in this area, please be as quiet as possible. (The doors must remain open during a public meeting/hearing.)

Public Hearing vs. Public Meeting

If the meeting is a **public hearing**, the public may participate during that time and may present opinions and evidence for the issue for which the hearing is being held. In a public hearing there may be some restrictions on participation such as time limits.

Anyone can observe a **public meeting**, but there is no right to speak or be heard there - the public participates in presenting opinions and evidence at the pleasure of the body conducting the meeting.

ALPINE CITY COUNCIL ELECTRONIC/PUBLIC MEETING

Tuesday, August 25, 2020

Alpine City Hall, 20 North Main Street, Alpine, Utah

I. CALL MEETING TO ORDER:

The meeting was called to order at 7:00pm by Mayor Troy Stout.

Roll Call: The following were present and constituted a quorum.

Council Members Lon Lott, Greg Gordon, Jason Thelin, Carla Merrill, (excused Jessica Smuin)

Staff: Shane Sorensen, Austin Roy, David Church, Chief Brian Gwilliam, Chief Val Schupe, Bonnie Cooper

Others: Paula Nielson, Ed Bush, Gale Rudolph, Haley Collins & children

А.	Prayer:	Greg Gordon
В.	Pledge:	Ed Bush

Mayor Troy Stout started out the meeting by saying he had hoped everyone had an opportunity to visit Lambert Park and see the completed paved access road. He said he has seen a lot of people utilizing the trails in Lambert Park.

II. CONSENT CALENDAR

- A. Approve City Council minutes of August 11, 2020
- B. Lambert Park Paving Project Staker Parson: \$19,398.87
- C. Pioneer Road Project Final Payment Double D Construction: \$130,577.09
- D. Bond Release No. Brookside Meadows: \$296,535.65

Motion: Lon Lott moved to approve the Consent Calendar with amendments made of the August 11, 2020 Minutes by Lon Lott and Jason Thelin. Carla Merrill Seconded the motion. There were 4 Ayes and 0 Nays, as recorded below. The motion passed unanimously.

<u>Ayes</u> Carla Merrill Greg Gordon Jason Thelin Lon Lott Nays

III. PUBLIC COMMENT

Ed Bush

1463 Box Elder Drive

As you know my wife, Judy Bush, died earlier this year after a multi-year struggle with leukemia.

Although she was being treated and hospitalized during these years, Judy became the prime information provider and content developer for the Alpine Nature Center website. Judy loved Lambert Park and each morning, weather, and health permitting, she would embark on a 3-4-mile hike, camera in hand, ready to document features of the park. Through tireless research, she was able to document and catalog over 120 different flowers, trees and bushes and she shared her daily discoveries each year in the What's in Bloom section of the website. Here one can find what is blooming and understand some of the history and uses of the flowers, berries, brushes, and trees of the park. Judy was always enthusiastic about sharing her fascination with nature with others, organizing countless "Lady Day Hikes", an "Alpine Water Tour", the contest to name the boulders overlooking Alpine, a contest to guess how many miles of trails Lambert Park has, and a developing a series of six hikes through the spring, summer and early fall, documenting what flowers could be found on each of the hikes (with souvenir buttons that could be won when the hikes were first published).

57 Judy also contributed content that highlighted some of Alpines many features (the aviary, the arboretum, the

58 downloadable panoramic views from the Alpine Cemetery), interesting articles on the natural world around Alpine

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(e.g., sunflowers, hawks, brushes, tarantulas, junipers, robins, woodpeckers, doves, penumbra, trails, acorns, glaciers, box elder trees, deer, mountain mahogany trees, fir trees) and stories on the people that make Alpine unique. All of these can be found in the Who Knew? section of the website.

Judy's energy, enthusiasm, and her never ending quest for knowledge has touched and uplifted many in Alpine and will be sorely missed. Her impact in just these few short years has been tremendous.

Many people I talked to after her death commented that we should name a trail in Lambert Park after her. To understand the overall interest in this memorial, I added to the website a section where people could voice their support of this idea. I have received over 500 submittals so far. Additionally, after posting this on Facebook I received nearly 1000 positive responses. So, at this time I am requesting that the Alpine City Council and its Mayor help people remember Judy and recognize the impact she has had by renaming a trail in Lambert Park for her. There are many trails Judy enjoyed, but my recommendation is for the upper part of the Spring Trail to be named for her (maybe called Judy's Trail?). Please see the attachment for the location of my recommendation. Currently Spring is an exceptionally large trail and can easily be divided into two trails. Judy always enjoyed walking there – the first flowers of the spring season can be found there, and she always was awed by the view over the valley.

I thank you for your consideration of this proposal.

21 Mayor Troy Stout said this trail would be top portion of Spring Trail which is above the Alpine rodeo grounds. He 22 said that trail has the best views. Council Member Lon Lott said he liked the idea of naming the trail after Judy. $\overline{23}$ Mayor Troy Stout said he did not think the council needed to vote on it. Shane Sorensen City Administrator said the 24 City at some point would need to put in on as an agenda item for it to become official and submit a formal request. 25 26 27 Mayor Troy Stout said the City Council will take the name change of the trail into consideration.

Hailey Collins 554 West

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30 Hailey read an email sent by her husband Benton Collins to the City Council. She also stated the no parking signs 31 32 that were put up in her neighborhood were not put up by her. She also said as far as she was aware none of her neighbors put up the signs. 33

- 34 Dear Alpine City Council,
- 35 Thank you for discussing our email last meeting. Thank you for some of the wonderful suggestions that the city
- 36 council discussed. We know that you have a difficult job trying to serve all the stakeholders in these situations and 37 appreciate the difficulty of enacting viable solutions.
- 38 First: thank you for the information regarding efforts made in the past to help reduce the street parking.
- 39 Regarding parking: At some point on or around 8/21/20 signs were posted near the curbs of the neighborhood.
- 40 These signs indicated that parking should be confined to the school parking lot for sporting events. On Saturday
- 41 8/22/20 Ted Spillman of the Code Compliance department for Alpine City knocked on our door and discussed the
- 42 signs with me. He noted that they were not allowed to be put up and indicated that he assumed that I had created
- 43 and posted the signs. I want to make clear to the council that we did NOT post the signs. We assumed the Utah
- 44 Youth Soccer Association, Alpine city, or Timberline Middle School placed them, but we do not know who
- 45 specifically put them up. The feedback we received from some of the residents in the neighborhood is that the signs
- 46 as a gesture were appreciated. Unfortunately, they were not strictly adhered to and oftentimes seemingly ignored by
- 47 the sporting event attendees.
- 48 It was the first week for football games this season and there were well over a thousand people at any given time at
- 49 the football/cheer event on Saturday. As it was, the parking lot of the school was full. So, street parking occurred in
- 50 masse from the hours of 9:00am to 3:00pm. Individuals parked illegally next to stop signs and in crosswalks. Local
- 51 law enforcement gave multiple tickets/warnings. We noted one episode of concern when a boy and his dog were
- 52 nearly hit by a car on Sycamore Lane as they were attempting to get out of their vehicle.
- 53 We would like to recommend that if the school is going to lease the fields routinely (as opposed to a one-time event)
- 54 that they should also share in responsibility for risks these events incur. If their parking lot is insufficient to handle
- 55 the size of the event, they should reduce the size of the event to a more manageable number (i.e. instead of three

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1 football games being played at the same time on the field, reduce it to two games.) This will help to reduce the safety 2 risk posed to residents and attendees.

3 Second:

4 Regarding speeding: We would like to echo the idea presented by Councilwoman Smuin regarding setting a unique 5 6 speed limit for the surrounding streets of the schools in Alpine. We understand the speeding is a problem throughout the city, but potentially posting a lower speed limit might still reduce speeds. If an individual is used to driving 10 7 miles over the speed limit, and so typically would drive 35 mph down Sycamore Lane or Long Dr, they may drive 8 only 30 miles an hour if the posted speed limit is 20 mph. That would increase the safety of the students and 9 residents of the neighborhood.

10 We also would really appreciate any follow up discussion on a potential three-way stop being implemented at the

11 intersection of Long Drive and Sycamore Lane. Individuals driving at night and turning from Long Drive onto

12 Sycamore Lane have limited visibility and might not see items in the road or items parked on the side of the road

13 until it is too late. A three-way stop would help mitigate that risk.

14 Thanks again for all your efforts for our beautiful city. We appreciate any help that can be provided.

15 Benton Collins, NHA

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16 17 Mayor Troy Stout said the City Council sent a letter to Timberline Middle School to address the parking issue. 18 Shane Sorensen said he and Jed Muhlestein City Engineer had a meeting with the principal of Timberline Middle 19 School last week to discuss options to help with the parking issue. Shane Sorensen said the principal was very much 20 onboard with helping. Shane Sorensen also said the school did not put up the no parking signs, but he suggested 21 maybe the soccer or football leagues did. Carla Merrill City Council member had gotten complaints about the 22 parking last week and drove over to the area. She also said if there is no speed limit sign posted it is always 25mph, $\overline{23}$ all of the roads mentioned are collector roads. Hailey Collins said she has witnessed people parking in crosswalks, 24 red zones, in front of fire hydrants, and in front of stop signs. She said she saw a child and his dog almost get hit in a 25 crosswalk, this is becoming a hazard. She also said this is not only happening on Saturdays, but every night of the **2**6 week except Sundays. She suggested if the Timberline Middle School is going to lease out their property for these 27 types of events, maybe a solution could be only having one or two games or events at a time instead of multiple 28 29 30 game at the same time causing thousands of people to congregate in that area. Mayor Troy Stout said we cannot paint all the curbs red in the area, but we can ask for Timberline Middle School and the leagues who are using the fields to help redirect the traffic and parking. Carla Merrill said unfortunately the schedule is already set for this 31 32 33 34 35 year. Hailey Collins said even tonight there is a soccer event and the parking and traffic was an issue. Mayor Troy Stout said the City Council will continue to work with Timberline Middle School on the parking issue. Hailey Collins said leftover trash is also a major issue as well.

IV. **REPORTS AND PRESENTATIONS**

A. Update from Planning Commission: General Plan and Land Use Regulations – Gateway Roads and Streets

40 Austin Roy City Planner updated what took place at the last Planning Commission meeting held on August 18, 41 2020. He said the Planning Commission discussed the General Plan and Land Use Regulations with concerns to 42 Gateway Roads and Streets. The Planning Commission concluded that the language in the General Plan needed to 43 match so that the language would be consistent throughout out City ordinances and General Plan. He said the 44 Planning Commission wants to make changes to the transportation portion on the General Plan and to have David 45 Church City Attorney make some recommendations. David Church said the City needed an ordinance and an update 46 to transportation Master Plan in regard to the city's neighboring municipalities. Austin Roy said a new ordinance 47 2020-16 is being drafted. He said the ordinance would emphasize the roads the City has planned for and stub streets 48 with some of the new development in mind going into Highland. There will be a public hearing on September 15, 49 2020 in the Planning Commission Meeting and the new ordinance and transportation Master Plan will all be coming 50 to the City Council at the end of September. 51

B. Presentation: Accreditation of the Lone Peak Police Department through the Utah Chiefs of Police Association - Chief Brian Gwilliam and Val Schupe, Executive Director of the Utah Chiefs of Police Association.

Chief Brian Gwilliam introduced Executive Director of the Utah Chiefs of Police Association Chief Val Schupe. 123456789 Chief Val Schupe presented Accreditation to the Lone Peak Police Department through the Utah Chiefs of Police Association. A police department who is awarded this accreditation means that they are in compliance with over 180 standards of federal, state and city ordinances. They must submit a report yearly showing that they comply and will be renewed every five years. This usually takes three years and Chief Brian Gwiliam and his department did it in less than one year, his staff should be complimented for that. He said it is extremely important that cities know that their police force is in compliance with laws, statutes and there will be many more laws and statutes coming out. He said the Utah Chiefs of Police have a board of directors that goes through the standards every year to take standards out that should not be there and put others in, such as the use of force and choke hold and once the state 10 legislators have reconvened the Association will be putting those into the list of standards. He said the insurance 11 companies for Alpine City and Highland City paid for this accreditation. He said the Association gave a sticker for 12 each officer to put in the window of their vehicle and a plaque was also presented. Chief Brian Gwiliam said he 13 wanted to publicly thank Lieutenant Jamey Brooks who is the accreditation manager. 14

15 Mayor Troy Stout wanted to offer his appreciation to Chief Brian Gwilliam and the entire police force on the 16 Accreditation. 17

18 Chief Brian Gwilliam gave an update on the police force, four new hires who are going through training, one officer 19 retired, and three others choose to work with other agencies. Carla Merrill asked for more enforcement at Timberline 20 Middle School area, for the parking issue that was discuss in the Public Comment Section of the City Council 21 meeting tonight. Chief Brian Gwilliam said he would like to encourage citizens to call the station and he would ask 22 officers to make extra patrols in the area around Timberline Middle School. $\overline{23}$

ACTION/DISCUSSION ITEMS V.

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A. Resolution No. 2020-12: Amendment to Resolution No. 2020-01 Electronic meetings

28 David Church explained Governor Herbert did not re-issue the suspension of the anchor requirement within the 29 Open and Public Meetings Act. He said the Utah State Legislature provides cities to modify the anchor location 30 under Open Public Meetings Act without needing a gubernatorial order (HB 5002). He said public body chair must 31 make a written determination that meeting together would create a substantial risk to health and safety to then hold 32 an electronic meeting without the anchor location. He said the public body must provide in the determination in the 33 meeting notice and read the determination at the determination at the meeting. He said the public body must provide 34 a link to the electronic meeting in the notice. He said the suspension of the anchor location is limited to 30 days. He 35 said this is for the City Council as well as the Trail committee or Planning Commission. 36

37 Lon Lott City Council member asked if in section 1 item (3) of Resolution No. 2020-12 if there was a word that was 38 left out. David Church said there was a mistake and "au" should be "all" instead. Mayor Troy Stout said the 39 Resolution would be good in case there was ever another emergency like a fire, and it appears the COVID-19 40 situation is not changing. David Church said the City Recorder can notify the public electronically. 41

Motion: Carla Merrill moved to amend Resolution No. 2020-01 with Resolution No. 2020-12 with the following changes to Resolution No. 2020-01: Section 1 line 3 au should be all, and punctuation should be put in. Lon Lott Seconded the motion. There were 4 Ayes and 0 Nays, as recorded below. The motion passed unanimously.

> Ayes Carla Merrill Greg Gordon Jason Thelin Lon Lott

Nays

Carla Merrill said she had to leave the City Council Meeting, but wanted to bring up that the fact that the sensor appears not to be working at the four way stop light on the way to Lone Peak High School coming out of Alpine into Highland City (Canyon Crest Road and Timpanogos Highway). Shane Sorensen said he would contact UDOT.

B. Conditional Use Application – Farmer's Market

58 **Balance** Studio 59

195 E. 200 N.

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Paula Nielson, Owner

- To: Alpine City Council
- Re: Upcoming Farmers Market/Outdoor Market
- Please find the attached information regarding our proposed Outdoor Market to be
- held on Saturday, September 19th & Saturday, October 10th from 8:00 am 2:00 pm.
- We are planning gather 5-10 vendors together in our parking lot for a small,
- outdoor "farmers" type market where vendors can sell handmade items and fresh
- 123456789 produce & products to our community.
- We would love to include food vendors that could sell produce, jams, honey, etc.
- 10 We plan to close off our parking lot and encourage people to walk to our event.
- 11 There is adequate street parking for event, if people want to drive.
- 12 We have a full size restroom at our studio that will remain open for use during the
- 13 event.
- 14 Snoasis that currently leases our property will be closed for the season.
- 15 Each vendor will be assigned a spot the size of our parking stalls
- 16 Balance Studio has general liability insurance that is sufficient for this event.
- 17 We don't foresee more than 50-60 people at this event at any given time.
- 18 We are excited to offer our location for this event (that we hope to keep having in
- 19 the years to come) that is a cornerstone in our historic gateway district in our
- 20 beautiful Alpine community. This year more than ever, we need something to help
- 21 our city members feel like a community again!
- 22 We would appreciate your approval of this conditional use permit. $\bar{23}$

24 Greg Gordon City Council member asked Paula Nielson how many vendors she anticipated at the event. Paula Nielson 25 said she has 14 parking spots and intended to give each vendor a spot, but for the two events she was only going to **2**6 have 5-10 vendors. Greg Gordon asked where Paula Nielson anticipated customers to park. Paula Nielson said she 27 only anticipates 50-60 people will attend. She said she is going to encourage people to walk to the event. She also said 28 she would speak to surrounding businesses to get approval to use their parking lots. 29

30 Lon Lott said the events should be looked at by Chief Brian Gwilliam regarding the impact of traffic in the area. He 31 said the farmer's market is a good idea but just small location with a very busy intersection. He also voiced concern 32 due to COVID-19 and weather the wearing masks would be encouraged. Mayor Troy Stout said the City Council had 33 approved a farmer's market a few years ago, but it never happened. He said that farmer's market was going to be a 34 non-profit. He asked Paula Nielson if she would be charging a booth rental fee. Paula Neilson replied yes. Mayor Troy 35 Stout also said he would like to see a farmer's market happen in Alpine. He said he did not see any issues with the 36 two dates and perhaps the City Council could approve the first day and the second date would be pending based on 37 how the first date goes. He said at that point the City Council could recommend an alternate location or cancel any 38 the future farmer's market. 39

40 Jason Thelin City Council member said he likes the idea of a farmer's market and he thinks the city should try it. He 41 said to try once going slowly and it could grow into something bigger. Mayor Troy Stout wants to promote local 42 growers, crafters, and businesses. Paula Nielson said she wants to make it "true" farmers market with local Alpine 43 artists and growers. Chief Brian Gwilliam said his only hesitation would be social distancing and to require a hand 44 sanitizing station. Paula Nielson said she knew what the state and county requirements and is planning to comply with 45 them. Chief Brian Gwilliam recommended checking with Dr. Mike Kennedy of Alpine, as he would be a good resource 46 to advise on what guidelines Paula Nielson should follow. 47

48 Jason Thelin asked Paula Nielson about where people were going to park. Paula Nielson said on Saturdays there are 49 not a lot of employees at Purple and she intended on asked them for permission to let customers park there but wants 50 to encourage people to walk to the event. 51

52 Motion: Lon Lott moved to approve the outdoor Farmers Market Application at Balance Studio located at 195 East 53 200 North on trial basis for September 19, 2020 with a second date of October 10, pending the approval of city staff 54 with the following requirements: follow county health guideline of COVID-19, a conditional use permit and business 55 license for the events at the Balance Studio location of 195 East 200 North. Greg Gordon Seconded the motion. There 56 were 3 Aves and 0 Nays, as recorded below. The motion passed unanimously. 57

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Ayes	
Greg Gordon	

Nays

Jason Thelin Lon Lott

C. Approval of 2020 Municipal Recreation Grant

Austin Roy explain that the City would like to apply for the 2020 the Municipal Recreation Grant. The application deadline is September 7, 2020. Alpine City has been allocated \$4,963.88 in possible funds. Funding is based on population estimates from the United States Census Bureau. City Council needs to approve application for funding. He said Alpine City has used this allocated grant money the past several years for different park projects, including trail improvements in the Dry Creek Corridor and a new playground at Burgess Park. He said staff recommended to approve the application created for submission to the Utah County Commission requesting the Municipal Recreation Grant money that has been allocated to the Alpine City.

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Shane Sorensen said the basketball court at Burgess Park needs to be redone and the Tennis Company will give the city a good deal. Mayor Troy Stout asked if the Municipal Recreation Grant would help the Central Corridor trail. Shane Sorensen said there is money in our budget for other trails.

Motion: Jason Thelin moved to approve the application created for submission to the Utah County Commission requesting the Municipal Recreation Grant of 2020 that has been allocated to Alpine City. Lon Lott Seconded the motion. There were 3 Ayes and 0 Nays, as recorded below. The motion passed unanimously.

Nays

<u>Ayes</u> Greg Gordon Jason Thelin Lon Lott

VI. STAFF REPORTS

Austin Roy said the City had received a proposal for a zoning change for East Mountain Drive and Watkins Lane. The Pearce Brothers developers intend on making an eight-lot subdivision, which would change the area to a CR2000 zone. The Planning Commission will hold a public hearing at next on September 1, 2020.

Austin Roy said he had gotten a request for the Mayor and a few City Council Members to meet with Utah Valley Vison Project. He said they would be discussing the vision/plan for the next 50 years across the Wasatch Front regarding freeways and growth. He said the meeting would take place the end of September.

Austin Roy said the City has gotten a request from The Operation Underground Railroad Coalition who would like to hold a fundraiser at Creekside Park. He said it would be considered a mass gathering, the date suggested is September 19, 2020. He said staff sees some conflicts with the date, as a few of the pavilions have already been reserved. Mayor Troy Stout asked if the city has ever rented out the entire park for a fundraiser group. Austin Roy replied no. Shane Sorensen said the City has rented the parks out for other events such as a 5K run but not to a fundraising group. He said any application for a mass gathering would need to be approved by the City Council. Mayor Troy Stout voiced concern that approving a mass gathering at the park because the City could be cutting the public out of using the park. He suggested that the City Council would need to have more discussion if a City park were used for a mass gathering.

Greg Gordon asked Austin Roy for an update on symphony that was discuss at a previous City Council meeting. Austin Roy said the symphony orchestra will be going forward. He said it will be held on Saturday September 26, 2020 from 5:30-6:30 pm at Creekside Park. He said the event will be free to the public, however donations will be accepted.

52 Shane Sorensen said he will be meeting with Gencomm on Thursday August 27, 2020 to get a bid to revamp the 53 City Council audio/video equipment at City Hall, in order to reach more of the public. Mayor Troy Stout said the 54 city can use the CARES ACT Funds for getting this accomplished. 55

56 Shane Sorensen gave an update on the Blue Bison hearing. He said the attorneys on both sides are reviewing the 57 record and making sure it is complete. He said that the hearing officer had been selected, but as of yet no date has 58 been set. He said both sides are working together to set a date. 59

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Greg Gordon said he noticed on the first day of school a backup of traffic on Healy Boulevard that was almost a 123456789 mile heading to Timberline. Shane Sorensen said the principal reached out to him to see if something could be done. He said the Alpine School District decided to have Westfield Elementary and Timberline Middle Schools start at the same, so that is the difference from last year to this year. Mayor Troy Stout said the schools need to stagger the start time. Austin said there is major back up with the Mountainville Charter School as well around 8:00 am every weekday morning. Mayor Troy Stout said with how small Alpine City's community is the city should not have this type of traffic in the mornings. He suggested getting together with all three principals and coming up with some type of solution or adjustments. Shane Sorensen said the schools have tried to make some adjustments with the use of buses, but not a lot of the students and parents will utilize the buses. Greg Gordon said he went after school to 10 Timberline Middle School and spoke with an administrator and teacher, they said the principal had asked for a 11 different start time and was denied. Mayor Troy Stout said the principal did send an email out to all the parent to get 12 their help to give order to the traffic situation. He said it may get better in time, but there may be a handful of things 13 the city can do to help. Shane Sorensen said eventually the addition of Ranch Drive should help with connection to 14 the highway. 15

16 Jason Thelin said because of COVID-19 a lot of families are suffering financially as well as local food pantries. He was seeking permission from the City to put a food collection drop off box at the Alpine Animal Hospital. Shane Sorensen said the City does not see a problem with putting a box there. Mayor Troy Stout asked how often they would collecting the food and if Jason Thelin had gotten permission from the Alpine Animal Hospital. Mayor Troy Stout said it is on private property so long as they have their permission it should not be a problem. Lon Lott said his only concern would be how often the pantries would pick up. Jason Thelin said he had gotten permission from the Alpine Animal Hospital and the food pantry will pick up once a week.

24 Jason Thelin said he would like the City to consider adding additional pickleball courts. He said he had gone by 25 Burgess Park one evening and every pickleball court was being used and people were lined up waiting their turn. He 26 said the City really needs to start thinking about more pickleball courts. Shane Sorensen said the City has included 27 pickleball courts in our financial budget for next spring. He said he thinks Creekside Park would be a good location, 28 maybe on the west side of the basketball court or north of the parking lot, but it is close to houses. Mayor Troy Stout 29 said or by the new cell tower going in. Greg Gordon said it is a loud game and voiced concern about being too close 30 to residents. Shane Sorensen said the city will be considering several locations. Mayor Troy Stout said pickleball is a 31 32 very popular game and in every city, you can see lines of people waiting in every city.

33 Jason Thelin said the City needs to modify the trail at the east side of the cell tower and put a bench along the fence 34 and have a map of the trail by the bench. Shane Sorensen said the City has money in the budget to do that in the fall 35 or spring. Mayor Troy Stout said the City should involve Will Jones and the rest of the Trail Committee to help with 36 the project. Ed Bush, 1463 Box Elder Drive: Ed Bush made a comment that the City needs to make sure all the 37 trails maps are current and up to date. Shane said the city and the trail committee are working with a landscape 38 architect to come up with some nice signs for our trails. Mayor Troy Stout said our trails are getting used more now 39 than ever before, maybe because of COVID-19 it is pushing people outdoors and on the trails. Jason Thelin said he 40 would like to put it on the City Council agenda for October to see that the bench/sign gets done. Mayor Troy Stout 41 asked when the next Trail Committee meeting would be held. Shane Sorensen said the City is working on trying to 42 get the Trail Committee to start meeting on a regular schedule like City Council. Mayor Troy Stout said he had 43 gotten a report from Will Jones about coordinating with the riding team from Sky Ridge High School who worked 44 on the trails in Lambert Park for one full day, a lot of the other High School riding teams have also made the 45 commitment to work on the trails.

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47 Mayor Troy Stout said he, Jason Thelin, and Lon Lott attended the Lone Peak safety meeting with the fire 48 department. He said the fire department had sent out several firemen and equipment to help with the California fires. 49 He said California pays the Lone Peak Fire Department for their help. He said that at the meeting Jason Thelin 50 brought up the fact that is a lot of wear and tear on the fire department's equipment, considering it was used 51 consecutively for 16 days in a row last year. He said the Lone Peak Fire Department is not necessarily ahead 52 financially, but the fire department and the City does want to help our neighbors, because there will be times when 53 Alpine will need California Fire Departments help. Shane Sorensen said he has spoken with the fire chief who is in 54 California and things were going well. Mayor Troy Stout said if any citizens would like to attend these safety 55 meeting, they are 2nd Wednesday of every month and held at Highland City offices at 8:00 am. 56

VII. EXECUTIVE SESSION:

None held CC 8-25-2020

Motion: Lon Lott moved Adjourn. Jason Thelin Seconded the motion. There were 3 Ayes and 0 Nays, as recorded below. The motion passed unanimously.

<u>Nays</u>

CC 8-25-2020

<u>Ayes</u> Greg Gordon Jason Thelin Lon Lott

Meeting Adjourned at 9:00 pm

ALPINE CITY ESCROW BOND RELEASE FORM

Release No. 10

Thru Period Ending: August 31, 2020

The Ridge At Alpine Phase 2

Location: North Elk Ridge Lane and Grove Drive

Description	Quantity	ity Units Unit Price Total						% Completed This	Total		
								Period**	Date**		This Period
SWPPP	2	FACIL	0	¢	2 500 00	¢	5 000 00	0.00/	05.0%	¢	
Construction Entrance	2 2925	EACH LF	@ @	\$ \$	2,500.00	ծ Տ	5,000.00	0.0%	95.0%	\$ \$	-
Silt Fence Inlet Protection		EACH	@	ծ Տ	2.00 150.00	ծ \$	5,850.00	0.0% 0.0%	95.0% 95.0%	э \$	
Toilet Rental	16	EACH	@	ծ Տ	100.00	ծ \$	2,400.00 6,000.00	0.0%	0.0%	э \$	
Toilet Pad Install	60 1	EACH	@	ծ Տ	250.00		250.00	0.0%	0.0%	э \$	
Street Sweeping	1	LACH	@	\$	5,000.00		5,000.00	0.0%	0.0%	\$	
Slope Stabilization (Reseeding disturbed areas)	2	AC	@	\$	250.00		500.00	0.0%	0.0%	\$	
Concrete Washout	1	LS	@	\$	2,500.00		2,500.00	0.0%	0.0%	\$	-
MOBILIZATION & EARTH WORK											
Mobilization	1	LS	@	\$	7,500.00	\$	7,500.00	0.0%	95.0%	\$	
Demo of existing Barns & Misc Structures	1	LS	@	\$	50,000.00	\$	50,000.00	0.0%	95.0%	\$	
Clearing and Grubbing	7	ACRE	@	\$	1,850.00		12,950.00	0.0%	95.0%	\$	
Site Cut/Fill	23160	CY	@	\$	3.50		81,060.00	0.0%	95.0%	\$	
Temporary Detention Pond	1	LS	@	\$	16,201.58	\$	16,201.58	0.0%	95.0%	\$	
Drainage Swell	375	LF	@	\$	23.29	\$	8,733.75	0.0%	95.0%	\$	
Rip Rap for Drainage Swell	64	CY	@	\$	77.88		4,984.32	0.0%	95.0%	\$	-
SANITARY SEWER											
Connect to Existing Sewer Manhole	1	EACH	@	\$	2,500.00	\$	2,500.00	0.0%	95.0%	\$	
8" SDR 35 Sewer Main	1835	LITCH	@	\$	35.00	\$	64,225.00	0.0%	95.0%	\$	
60" Sanitary Sewer Manhole	3	EACH	@	\$	3,250.00		9,750.00	0.0%	95.0%	\$	
48" Sanitary Sewer Manhole	7	EACH	@	\$	2,950.00		20,650.00	0.0%	90.4%	\$	
4° Samary Sewer Manhole 4" Sewer Lateral	19	EACH	@	\$	1,000.00		19,000.00	0.0%	95.0%	\$	
			-	Ŧ	-,- 50100	r	,500100				
STORM DRAIN Connect to Existing Storm Drain Manhola	1	EACU	6	¢	2,500.00	¢	2,500.00	0.0%	05.0%	¢	
Connect to Existing Storm Drain Manhole	1	EACH LF	@	\$ \$,	0.0%	95.0%	\$ \$	
15" ADS Storm Drain Pipe	1820		@		38.00		69,160.00	0.0%	95.0%		
60" Storm Drain Manhole	9	EACH	@	\$	3,800.00	\$	34,200.00	0.0%	95.0%	\$	
48" Storm Drain Manhole	3	EACH	@	\$	3,500.00		10,500.00	0.0%	95.0%	\$	-
Curb inlet Box	9	EACH	@	\$	2,850.00		25,650.00	0.0%	95.0%	\$	-
Double curb inlet box	2	EACH	@	\$	3,500.00	\$	7,000.00	0.0%	95.0%	\$	-
CULINARY WATER											
Connect to Existing Culinary Waterline	2	EACH	@	\$	5,600.00	\$	11,200.00	0.0%	95.0%	\$	-
8" PVC C900 Water Main	1840	LF	@	\$	31.00	\$	57,040.00	0.0%	95.0%	\$	-
12" PVC C900 Water Main	220	LF	@	\$	46.75	\$	10,285.00	0.0%	95.0%	\$	-
8" CW Tee	2	EACH	@	\$	1,120.00	\$	2,240.00	0.0%	95.0%	\$	
8" CW Bend	3	EACH	@	\$	1,091.41	\$	3,274.23	0.0%	95.0%	\$	
8" Gate Valve	8	EACH	@	\$	1,950.00	\$	15,600.00	0.0%	95.0%	\$	
12" CW Tee	1	EACH	@	\$	2,540.00	\$	2,540.00	0.0%	95.0%	\$	-
12" Gate Valve	2	EACH	@	\$	3,470.00	\$	6,940.00	0.0%	95.0%	\$	-
Temp Blowoff	2	EACH	@	\$	1,550.00	\$	3,100.00	0.0%	95.0%	\$	-
1" Water Services	19	EACH	@	\$	1,375.00	\$	26,125.00	0.0%	95.0%	\$	-
Fire Hydrant Assembly with Valve	5	EACH	@	\$	5,500.00	\$	27,500.00	0.0%	95.0%	\$	-
PRESSURIZED IRRIGATION SYSTEM											
Connect to Existing Irrigation Waterline	2	EACH	@	\$	4,905.00	\$	9,810.00	0.0%	95.0%	\$	-
4" PVC C900 Irrigation Main	305	LF	@	\$	24.00		7,320.00	0.0%	95.0%	\$	
6" PVC C900 Irrigation Main	500	LF	@	\$	26.00		13,000.00	0.0%	95.0%	\$	
12" PVC C900 Irrigation Main	1320	LF	@	\$	44.00		58,080.00	0.0%	95.0%	\$	
4" PI Bend	1520	EACH	@	\$	725.00	+	725.00	0.0%	95.0%	\$	
4" Gate Valve	1	EACH	@	\$	1,750.00		1,750.00	0.0%	95.0%	\$	
6" Gate Valve	2	EACH	@	\$	1,850.00		3,700.00	0.0%	95.0%	\$	
12" Gate Valve	7	EACH	@	\$	3,265.00		22,855.00	0.0%	95.0%	\$	
12" PI Tee	3	EACH	@	\$	2,013.94		6,041.82	0.0%	95.0%	\$	_
12" PI Bend	5	EACH	@	\$	1,200.00		6,000.00	0.0%	95.0%	\$	
Temp Blowoff	3	EACH	@	э \$	1,200.00		4,650.00	0.0%	95.0%		
1" Pressurized Irrigation Services	5 19	EACH	@	ծ Տ	1,300.00		24,700.00	0.0%	95.0% 95.0%	э \$	
1" PI Service - Entrance Landscaping	19	EACH	@	ծ Տ	1,300.00		1,300.00	0.0%	95.0% 95.0%	э \$	
Air Vac Assemblies	1 2									ծ \$	
Air Vac Assemblies 2" PI Drain	2	EACH EACH	@	\$ \$	5,600.00		11,200.00	0.0% 0.0%	95.0% 95.0%	\$ \$	
2" PI Drain PI Flush Valve	1	EACH	@ @	ծ Տ	3,250.00 2,500.00		3,250.00 2,500.00	0.0%	95.0% 95.0%	Դ Տ	
	-		-		,2 0 0 0 0		_,				
30" GRAVITY IRRIGATION	610	IE	e	¢	04.00	¢	51 240 00	0.0%	95.0%	¢	
30" ADS Gravity Irrigation	610	LF	@	\$ ¢	84.00		51,240.00	0.0%	95.0%	\$	-
4'x4' SDCB 30" Flared End Section	3 2	EACH EACH	@ @	\$ \$	4,500.00 1,655.00		13,500.00 3,310.00	0.0% 45.0%	95.0% 95.0%	\$ \$	- 1,489.50
	-		-		,		.,				1,10,100
ROADWAY IMPROVEMENTS Rough Grade and Proof Roll Native Subgrade	219538	SF	@	\$	0.15	¢	32,930.70	0.0%	95.0%	\$	
с с	4045		@	ծ Տ			16,180.00		95.0% 95.0%	э \$	
24" Curb Prep (6" Road Base)		LF			4.00			0.0%			
24" Curb & Gutter	4045	LF	@	\$ ¢	14.50		58,652.50	0.0%	95.0%	\$ ¢	
9" Untreated Base Course	72000	SF	@	\$	0.95		68,400.00	0.0%	95.0%	\$	102 600 00
3" Hot Mix Asphalt (PG58-28, 1/2", 15% RAP) Sidowalk Bran (6" Road Base)	72000	SF	@	\$	1.50		108,000.00	95.0%	95.0%	\$ ¢	102,600.00
Sidewalk Prep (6" Road Base) Concrete Sidewalk (4' Wide x 4" Thick)	21325	SF	@	\$	0.80		17,060.00	95.0%	95.0%	\$	16,207.00
Longrata Nidawalk (A' Wida x A'' Thick)	21325	SF	@	\$	4.50	- 5	95,962.50	95.0%	95.0%	\$	91,164.38

BOND HOLDER

ADA Ramp	8	EACH	@	\$	1.250.00	\$ 10,000.00	95.0%	95.0%	\$	9,500.00
Concrete Valve Collars	25	EACH	@	\$	350.00	8,750.00	0.0%	0.0%	\$	-
Concrete Manhole Collars	13	EACH	@	ŝ	450.00	5,850.00	0.0%	0.0%	\$	
Sanitary Sewer - Import Fill Trench Backfill	5940	TON	@	\$	13.50	80,190.00	0.0%	95.0%	\$	
Storm Drain and Gravity Irr - Import Fill Trench Backfill	5100	TON	@	\$	13.50	68,850.00	0.0%	95.0%	\$	-
Culinary Water - Import Fill Trench Backfill	1635	TON	@	\$	13.50	\$ 22,072.50	0.0%	95.0%	\$	-
Pressurized Irrigation - Import Fill Trench Backfill	2375	TON	@	\$	13.50	\$ 32,062.50	0.0%	95.0%	\$	-
Dry Utilities	19	EACH	@	\$	6,500.00	\$ 123,500.00	0.0%	100.0%	\$	-
OTHER										
Street Lights	3	EACH	@	\$	2,750.00	\$ 8,250.00	0.0%	0.0%	\$	-
Mail Box and Pad	1	EACH	@	\$	2,500.00	\$ 2,500.00	0.0%	0.0%	\$	-
Compaction Testing	1	LS	@	\$	7,000.00	\$ 7,000.00	0.0%	0.0%	\$	-
Clean, Camera, Air Testing (SD and Sewer)	1	LS	@	\$	5,000.00	\$ 5,000.00	0.0%	0.0%	\$	-
Waterline Testing, Bacteria, and Flushing	1	LS	@	\$	3,500.00	\$ 3,500.00	0.0%	0.0%	\$	-
Street Signs	4	EACH	@	\$	1,500.00	\$ 6,000.00	0.0%	0.0%	\$	-
Survey	1	LS	@	\$	25,000.00	\$ 25,000.00	0.0%	0.0%	\$	-
Retaining Wall by Russon's Residence	1	LS	@	\$	15,000.00	\$ 15,000.00	0.0%	0.0%	\$	-
BASE BID TOTAL						\$ 1,705,551.40		Previously Release	:d: \$	1,324,691.20
10% Warranty Amount						\$ 170,555.14				
TOTAL BOND AMOUNT						\$ 1,876,106.54		This Releas	se: \$	220,960.88
Total Released to Date						\$ 1,545,652.08				
TOTAL BOND REMAINING						\$ 330,454.47				

At the discrection of the city, up to 95% of the Base Bid Total may be released as partial payments and 100% of the Base Bid Total will be released at final inspection. The 10% Warranty Amount will be held for the one year warranty period.

Paul Kroff Developer Date

Troy Stout Mayor Date

1/ White

Jed Muhlestein, P.E. City Engineer

City Council (by Bonnie Cooper - City Recorder) 9/2/2020

Date

Date

BOND RELEASE FORM

Release No. 4

Thru Period Ending: August 31, 2020

The Ridge At Alpine Phase 3

Location: North Elk Ridge Lane and Grove Drive

Location: North Elk Ridge Lane and Grove Drive									
Item # & Description	Quantity	Units		Unit Price	Total Cost	% Completed This Period**	% Completed T Date**	0	Total This Period
SWPPP									
10 Stabilized Construction Entrance	2	EACH	@	\$ 3,000.00	\$ 6,000.00	0.0%	0.0%	\$	-
20 Silt Fence	2,500	LF	@	\$ 2.75	\$ 6,875.00	0.0%	0.0%	\$	-
30 Curb Inlet Protection	7	EACH	@	\$ 300.00	\$ 2,100.00	0.0%	0.0%	\$	-
31 Toilet Rental	3	MON	@	\$ 250.00	\$ 750.00	0.0%	0.0%	\$	-
32 Toilet Pad Install	1	EACH	@	\$ 250.00	\$ 250.00	0.0%	0.0%	\$	-
33 Slope Stabilization (Reseeding disturbed areas)	45,000	SF	@	\$ 0.19	\$ 8,550.00	0.0%	0.0%	\$	-
34 Concrete Washout	1	LS	@	\$ 1,000.00	\$ 1,000.00	0.0%	0.0%	\$	-
MOBILIZATION & EARTH WORK									
40 Mobilization	1	LS	@	\$ 66,055.84	\$ 66,055.84	80.6%	95.0%	\$	53,253.05
50 Demo House and Shed	1	LS	@	\$ 60,000.00	\$ 60,000.00	65.0%	95.0%	\$	39,000.00
60 Tree Removal	40	EACH	@	\$ 375.00	\$ 15,000.00	20.0%	95.0%	\$	3,000.00
SANITARY SEWER									
70 Cast in Place Sewer Manhole	1	EACH	@	\$ 8,500.00	\$ 8,500.00	0.0%	0.0%	\$	-
80 8" PVC SDR 35 Sewer Main	395	LF	@	\$ 36.00	\$ 14,220.00	0.0%	0.0%	\$	-
90 2" Pressure Sewer Main	870	LF	@	\$ 36.00	\$ 31,320.00	0.0%	0.0%	\$	-
100 48" Sanitary Sewer Manhole	2	EACH	@	\$ 2,950.00	\$ 5,900.00	0.0%	0.0%	\$	-
110 1.25" HDPE Sewer Laterals With Cleanouts	9	EACH	@	\$ 1,150.00	\$ 10,350.00	0.0%	0.0%	\$	-
120 4" PVC Sanitary Sewer Lateral	5	EACH	@	\$ 1,150.00	\$ 5,750.00	0.0%	0.0%	\$	-
STORM DRAIN									
130 15" ADS N-12 Storm Drain	656	LF	@	\$ 40.00	\$ 26,240.00	95.0%	95.0%	\$	24,928.00
140 15" End Section	1	EACH	@	\$ 1,500.00	\$ 1,500.00	95.0%	95.0%	\$	1,425.00
150 30" ADS N-12 Storm Drain	1,008	LF	@	\$ 84.00	\$ 84,672.00	71.2%	71.2%	\$	60,312.00
160 30" End Section	1	EACH	@	\$ 2,500.00	\$ 2,500.00	95.0%	95.0%	\$	2,375.00
170 60" Storm Drain Manhole	3	EACH	@	\$ 3,250.00	\$ 9,750.00	95.0%	95.0%	\$	9,262.50
180 Curb Inlet Box/ Storm Drain Cleanout Box	8	EACH	@	\$ 2,850.00	\$ 22,800.00	95.0%	95.0%	\$	21,660.00
190 Pond Control Box	1	EACH	@	\$ 3,500.00	3,500.00	95.0%	95.0%	\$	3,325.00
200 RipRap	77	CY	@	\$ 63.80	\$ 4,912.60	0.0%	0.0%	\$	-
CULINARY WATER									
210 Connect to Existing Waterline	1	EACH	@	\$ 3,550.00	3,550.00	95.0%	95.0%	\$	3,372.50
220 8" PVC C900 DR18 Culinary Waterline	855	LF	@	\$ 31.00	26,505.00	38.2%	38.2%	\$	10,137.00
230 8" CW Bend	2	EACH	@	\$ 850.00	1,700.00	0.0%	0.0%	\$	-
240 8" CW Tee	1	EACH	@	\$ 1,250.00	1,250.00	95.0%	95.0%	\$	1,187.50
250 8" Gate Valve	4	EACH	@	\$ 1,950.00	7,800.00	25.0%	25.0%	\$	1,950.00
260 Fire Hydrant	2	EACH	@	\$ 5,500.00	11,000.00	50.0%	50.0%	\$	5,500.00
270 AirVac	1	EACH	@	\$ 3,500.00	3,500.00	0.0%	0.0%	\$	-
280 1" CTS Poly Culinary Services	6	EACH	@	\$ 1,375.00	8,250.00	0.0%	0.0%	\$	-
345 Temp Blowoff	1	EACH	@	\$ 1,550.00	\$ 1,550.00	95.0%	95.0%	\$	1,472.50
PRESSURIZED IRRIGATION SYSTEM									
290 Connect to Pressurized Irrigation Line	1	EACH	@	\$ 3,550.00	\$ 3,550.00	95.0%	95.0%	\$	3,372.50

PRESSURIZED IRRIGATION SYSTEM								
290 Connect to Pressurized Irrigation Line	1	EACH	@	\$ 3,550.00	\$ 3,550.00	95.0%	95.0%	\$ 3,372.50
300 6" PVC C900 DR18 Pressurized Irrigation Line	855	LF	@	\$ 26.00	\$ 22,230.00	31.6%	31.6%	\$ 7,020.00
310 6" PI Bend	2	EACH	@	\$ 750.00	\$ 1,500.00	0.0%	0.0%	\$ _
320 6" Gate Valve	3	EACH	@	\$ 1,850.00	\$ 5,550.00	33.3%	33.3%	\$ 1,850.00
330 1" CTS Poly PI Services	6	EACH	@	\$ 1,300.00	\$ 7,800.00	0.0%	0.0%	\$ -
340 PI Drain with Valve	1	EACH	@	\$ 2,500.00	\$ 2,500.00	95.0%	95.0%	\$ 2,375.00
345 Temp Blowoff	1	EACH	@	\$ 1,550.00	\$ 1,550.00	95.0%	95.0%	\$ 1,472.50
ROADWAY IMPROVEMENTS								
360 Rough Grade Native Sub-Grade	25,900	SF	@	\$ 0.15	\$ 3,885.00	0.0%	0.0%	\$ -
370 24" Curb & Gutter Prep (6" Road Base)	545	LF	@	\$ 5.00	\$ 2,725.00	0.0%	0.0%	\$ -
380 24" Curb and Gutter APWA Type A	545	LF	@	\$ 14.50	\$ 7,902.50	0.0%	0.0%	\$ -
390 9" Road Base - Includes Temp Turn Around	13,800	SF	@	\$ 0.95	\$ 13,110.00	0.0%	0.0%	\$ -
391 9" Road Base - Temporary Access Roads	12,050	SF	@	\$ 0.95	\$ 11,447.50	0.0%	0.0%	\$ -
400 3" Hot Mix Asphalt - Includes Temp Turnaround	13,800	SF	@	\$ 1.50	\$ 20,700.00	0.0%	0.0%	\$ -
410 Sidewalk Prep (6" Road Base)	2,180	SF	@	\$ 0.80	\$ 1,744.00	0.0%	0.0%	\$ -
420 Concrete Sidewalk (4' Wide X 5" Thick)	2,180	SF	@	\$ 5.25	\$ 11,445.00	0.0%	0.0%	\$ -
440 Concrete Valve Collars	7	EACH	@	\$ 450.00	\$ 3,150.00	0.0%	0.0%	\$ -
450 Concrete Manhole Collars	5	EACH	@	\$ 550.00	\$ 2,750.00	0.0%	0.0%	\$ -
460 Dry Utilities- Per Lot Budget (Remaining 13 Lots)	6	EACH	@	\$ 6,500.00	\$ 39,000.00	0.0%	0.0%	\$ -
Trench Import Material								
470 Sanitary Sewer-Import Material for Trench Backfill	4,100	TON	@	\$ 13.50	\$ 55,350.00	0.0%	0.0%	\$ -
480 Storm Drain Import Material for Trench Backfill	985	TON	@	\$ 13.50	\$ 13,297.50	71.3%	71.3%	\$ 9,477.00
490 Culinary Water-Import Material for Trench Backfill	950	TON	@	\$ 13.50	\$ 12,825.00	38.3%	38.3%	\$ 4,914.00
500 Pressurized Irrigation-Import Material for Trench Backfill	950	TON	@	\$ 13.50	\$ 12,825.00	31.6%	31.6%	\$ 4,050.00
Phase 3 & 4 Mass Excavation								
510 Clear and Grub, Waste Onsite	541,500	SF	@	\$ 0.05	\$ 27,075.00	0.0%	95.0%	\$ -
520 Site Cut/Fill	76,914	CY	@	\$ 3.50	\$ 269,199.00	24.8%	87.1%	\$ 66,675.00
530 Crush Native Material for Roadway Fill	71,134	CY	@	\$ 8.50	\$ 604,639.00	0.0%	95.0%	\$ -

20,000.00 \$

1 LS @ \$

95.0%

20,000.00

95.0%

\$

Fees & Add-Ons 540 Engineering BOND HOLDER

19,000.00

550 Survey 570 Inspection Fees 580 Dry Utility Design - Installation Covered In Line Item 460 590 Landscaping for Phase 2 Open Space 600 Fort Creek Booster Pump (Over-Run) 605 Check Dam (Over-run)	1 12 1 1 1 1	LS LOTS LS LS LS LS	000000	\$ \$ \$ \$	20,000.00 418.00 25,000.00 100,000.00 115,000.00 125,000.00	\$ \$ \$ \$	$\begin{array}{c} 20,000.00\\ 5,016.00\\ 25,000.00\\ 100,000.00\\ 115,000.00\\ 125,000.00\end{array}$	50.0% 100.0% 95.0% 0.0% 0.0% 0.0%	50.0% 100.0% 95.0% 0.0% 0.0% 0.0%	\$ \$ \$ \$ \$	10,000.00 5,016.00 23,750.00 - - -
OTHER 610 Mail Box and Pad 620 Clean, Camera, Air Testing (SD and Sewer) 630 Waterline Testing, Bacteria, and Flushing 640 Street Signs	1 1 1 2	EACH LS LS EACH	@ @ @	\$ \$ \$	3,500.00 3,500.00 2,500.00 1,500.00	\$ \$	3,500.00 3,500.00 2,500.00 3,000.00	0.0% 0.0% 0.0% 0.0%	0.0% 0.0% 0.0% 0.0%	\$ \$ \$	
BASE BID TOTAL 10% Warranty Amount TOTAL BOND AMOUNT Total Released to Date TOTAL BOND REMAINING						\$ \$ \$ \$	2,043,865.94 204,386.59 2,248,252.53 1,207,859.85 1,040,392.69		Previously Released This Release		806,727.80 401,132.05

At the discrection of the city, up to 95% of the Base Bid Total may be released as partial payments and 100% of the Base Bid Total will be released at final inspection. The 10% Warranty Amount will be held for the one year warranty period.

Paul Kroff Developer

Date

Date

9/4/2020

Date

Troy Stout Mayor

1 Matte

Jed Muhlestein, P.E. City Engineer

City Council (by Bonnie Cooper - City Recorder)

Date

ALPINE CITY

ESCROW BOND RELEASE FORM

Release No. 11

Thru Period Ending: August 31, 2020

3" Hot Mix Asphalt (PG58-28, 1/2", 15% RAP)

Sidewalk Prep (6" Road Base) Concrete Sidewalk (4' Wide x 6" Thick)

ADA Ramp

49600

12630

12630

6

SF @ \$

SF

SF

EACH @ \$

@\$ @\$

1.30

0.80

3.50

1,250.00

\$64,480.00

\$10,104.00

\$44,205.00

\$7,500.00

0.0%

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The Ridge At Alpine Phase 1

Location: North Elk Ridge Lane

Location: North Elk Ridge Lane										
Description	Quantity	Units			Unit Price	Total Cost	% Completed This Period**	5 % Completed To Date**)	Total This Period
SWPPP							1 ci iou	Duit		1110101100
Construction Entrance	1	EACH	@	\$	2,500.00	\$ 2,500.00	0.0%	95.0%	\$	-
Silt Fence	2925	LF	@	\$	2,000.00	5,850.00	0.0%	95.0%	\$	
Inlet Protection	9	EACH	@	\$	150.00	1,350.00	0.0%	95.0%	\$	
Toilet Rental	60	EACH	@	\$		\$ 6,000.00	0.0%	50.0%	\$	
Toilet Pad Install	1	EACH	@	\$	250.00	250.00	0.0%	50.0%	\$	
	1		@	э \$	5,000.00		0.0%		چ ج	
Street Sweeping	1 10	LS AC	@	ծ \$	200.00	5,000.00		50.0%	5 \$	
Slope Stabilization (Reseeding disturbed areas) Concrete Washout	10	LS	@	ֆ \$	2,500.00	2,000.00 2,500.00	0.0% 0.0%	0.0% 75.0%	\$ \$	-
MOBILIZATION & EARTH WORK										
Mobilization	1	LS	@	\$	7,500.00	\$7,500.00	0.0%	95.0%	\$	-
Clearing and Grubbing	13	ACRE	@	\$	1,300.00	\$16,900.00	0.0%	95.0%	\$	-
Site Cut/Fill	44500	CY	@	\$	3.50	\$155,750.00	0.0%	95.0%	\$	-
SANITARY SEWER			_							
Connect to Existing Sewer Manhole	1	EACH	@	\$	2,500.00	\$2,500.00	0.0%	95.0%	\$	-
8" SDR 35 Sewer Main	1220	LF	@	\$	35.00	\$42,700.00	0.0%	95.0%	\$	-
60" Sanitary Sewer Manhole	2	EACH	@	\$	3,250.00	\$6,500.00	0.0%	95.0%	\$	-
48" Sanitary Sewer Manhole	5	EACH	@	\$	2,950.00	\$14,750.00	0.0%	95.0%	\$	-
4" Sewer Lateral	11	EACH	@	\$	980.00	\$10,780.00	0.0%	95.0%	\$	-
STORM DRAIN										
Connect to Existing Storm Drain Manhole	1	EACH	@	\$	2,500.00	\$2,500.00	0.0%	95.0%	\$	
15" ADS Storm Drain Pipe	820	LF	@	\$	38.00	\$31,160.00	0.0%	95.0%	\$	-
18" ADS Storm Drain Pipe	62	LF	@	\$	48.00	\$2,976.00	0.0%	95.0%	\$	-
60" Storm Drain Manhole	6	EACH	@	\$	3,800.00	\$22,800.00	0.0%	95.0%	\$	-
Curb inlet Box	7	EACH	@	\$	2,850.00	\$19,950.00	0.0%	95.0%	\$	-
4' x 4' Cleanout Box	4	EACH	@	\$	3,500.00	\$14,000.00	0.0%	95.0%	\$	
60" Storm Drain Sump	1	EACH	@	\$	3,850.00	\$3,850.00	0.0%	95.0%	\$	
Debris Flow Nets	1	LS	@	\$	271,692.00	\$271,692.00	0.0%	95.0%	\$	
Temporary Storm Drain Pond	8650	CY	@	\$	3.50	\$30,275.00	0.0%	64.4%	\$	
Storm Drain Pond B	8453	CY	@	\$	3.50	\$29,585.50	0.0%	95.0%	\$	
Storm Drain Pond A - Stormtech	1	LS	@	\$	65,000.00	\$65,000.00	0.0%	95.0%	\$	-
CULINARY WATER										
Connect to Existing Culinary Waterline	1	EACH	@	\$	5,600.00	\$5,600.00	0.0%	95.0%	\$	
8" PVC C900 Water Main	995	LF	@	\$	28.00	\$27,860.00	0.0%	95.0%	\$	
12" PVC C900 Water Main	425	LF	@	\$	39.50	\$16,787.50	0.0%	95.0%	\$	
8" CW Tee	1	EACH	@	\$	800.00	\$800.00	0.0%	95.0%	\$	
8" CW Bend	4	EACH	@	\$	800.00	\$3,200.00	0.0%	95.0%	\$	
12" CW Tee	1	EACH	@	\$	1,200.00	\$1,200.00	0.0%	95.0%	\$	
12" CW Bend	4	EACH	@	\$	1,200.00	\$4,800.00	0.0%	95.0%	\$	
12" CW Cross	1	EACH	@	\$	2,500.00	\$2,500.00	0.0%	95.0%	\$	
Temp Blowoff	4	EACH		\$	1,550.00	\$6,200.00	0.0%	95.0%	\$	
8" Gate Valve	7	EACH	@	\$	1,950.00	\$13,650.00	0.0%	95.0%	\$	
12" Gate Valve	1	EACH	@	э \$	3,265.00	\$3,265.00	0.0%	95.0%	چ ج	-
			@	ې \$					چ ج	-
1" Water Services	11	EACH			1,250.00	\$13,750.00	0.0%	95.0%		-
Fire Hydrant Assembly with Valve	3	EACH	@	\$	5,500.00	\$16,500.00	0.0%	95.0%	\$	-
PRESSURIZED IRRIGATION SYSTEM Remove Existing 8" Pressurized Irrigation Line	200	LF	@	\$	12.00	\$2,400.00	0.0%	95.0%	\$	
Connect to Existing Irrigation Waterline	200	EACH	@	э \$	4,850.00	\$4,850.00	0.0%	95.0%	\$	
4" PVC C900 Irrigation Main	650	LF	@	э \$	4,830.00	\$15,600.00	0.0%	95.0%	چ ج	
		LF	@	Դ Տ		\$1,690.00	0.0%	95.0% 95.0%	\$ \$	
6" PVC C900 Irrigation Main	65				26.00					
12" PVC C900 Irrigation Main	885	LF	@	\$	38.00	\$33,630.00	0.0%	95.0%	\$	-
4" PI Bend	6	EACH	@	\$	725.00	\$4,350.00	0.0%	95.0%	\$	
12" PI Tee	1	EACH	@	\$	1,200.00	\$1,200.00	0.0%	95.0%	\$	
12" PI Bend	3	EACH	@	\$	1,200.00	\$3,600.00	0.0%	95.0%	\$	-
12" PI Cross	1	EACH	@	\$	2,500.00	\$2,500.00	0.0%	95.0%	\$	-
Temp Blowoff	3	EACH	@	\$	1,550.00	\$4,650.00	0.0%	95.0%	\$	-
4" Gate Valve	2	EACH	@	\$	1,750.00	\$3,500.00	0.0%	95.0%	\$	-
6" Gate Valve	1	EACH	@	\$	1,850.00	\$1,850.00	0.0%	95.0%	\$	-
12" Gate Valve	5	EACH	@	\$	3,265.00	\$16,325.00	0.0%	95.0%	\$	
1" Pressurized Irrigation Services	11	EACH	@	\$	1,300.00	\$14,300.00	0.0%	95.0%	\$	-
1" PI Service - Trailhead Landscaping	1 2	EACH	@ @	\$	1,300.00	\$1,300.00	0.0%	95.0%	\$ \$	-
Air Vac Assemblies	2	EACH	w	\$	5,600.00	\$11,200.00	0.0%	95.0%	\$	
ROADWAY IMPROVEMENTS Sawcut And Remove Asphalt	6000	SF	@	\$	0.85	\$5,100.00	0.0%	95.0%	\$	
· · · · · · · · · · · · · · · · · · ·										
Asphalt Trench Patching (4" HMA AC20)	6000	SF	@	\$	4.60	\$27,600.00	0.0%	95.0%	\$	-
Rough Grade and Proof Roll Native Subgrade	89200	SF	@	\$	0.10	\$8,920.00	0.0%	95.0%	\$	-
24" Curb Prep (6" Road Base)	2640	LF	@	\$	4.00	\$10,560.00	0.0%	95.0%	\$	-
24" Curb & Gutter	2640	LF	@	\$	14.00	\$36,960.00	0.0%	95.0%	\$	-
9" Untreated Base Course	49600	SF	@	\$	0.95	\$47,120.00	0.0%	95.0%	\$	
3" Hot Mix Asphalt (PG58-28, 1/2", 15% RAP)	49600	SF	@	S	1.30	\$64.480.00	0.0%	95.0%	S	

Trailhead Drive Approach w/ 6" UTBC	180	SF	@	\$ 4.30	\$774.00	0.0%	95.0%	\$ -
Trailhead Parking Lot Asphalt Millings (4" Thick)	4000	SF	@	\$ 0.95	\$3,800.00	0.0%	95.0%	\$
Concrete Valve Collars	22	EACH	@	\$ 350.00	\$7,700.00	0.0%	95.0%	\$
Concrete Manhole Collars	13	EACH	@	\$ 450.00	\$5,850.00	0.0%	95.0%	\$
Parking Lot Landscaping & Screening	1	LS	@	\$ 2,500.00	\$2,500.00	0.0%	0.0%	\$ -
OTHER								
Street Lights	3	EACH	@	\$ 2,750.00	\$8,250.00	0.0%	95.0%	\$ -
Mail Box and Pad	1	EACH	@	\$ 2,500.00	\$2,500.00	0.0%	0.0%	\$
Compaction Testing	1	LS	@	\$ 7,000.00	\$7,000.00	0.0%	95.0%	\$
Clean, Camera, Air Testing (SD and Sewer)	1	LS	@	\$ 5,000.00	\$5,000.00	0.0%	50.0%	\$
Waterline Testing, Bacteria, and Flushing	1	LS	@	\$ 3,500.00	\$3,500.00	0.0%	95.0%	\$
Street Signs	3	EACH	@	\$ 1,500.00	\$4,500.00	0.0%	0.0%	\$
Trails	1	LS	@	\$ 47,147.50	\$47,147.50	22.3%	95.0%	\$ 10,512.62
Survey	1	LS	@	\$ 25,000.00	\$25,000.00	0.0%	90.0%	\$
Fort Creek Variable Speed Pump Project	1	LS	@	\$ 342,205.50	\$342,205.50	0.0%	56.9%	\$ -
BASE BID TOTAL					\$ 1,743,952.00		Previously Released:	\$ 1,486,703.96
10% Warranty Amount					\$ 174,395.20		•	
TOTAL BOND AMOUNT					\$ 1,918,347.20		This Release:	\$ 10,512.62
Total Released to Date					\$ 1,497,216.57			
TOTAL BOND REMAINING					\$ 421,130.63			

At the discrection of the city, up to 95% of the Base Bid Total may be released as partial payments and 100% of the Base Bid Total will be released at final inspection. The 10% Warranty Amount will be held for the one year warranty period.

Paul Kroff Developer Date

Troy Stout Mayor

In Matte

Jed Muhlestein, P.E. City Engineer

Date

9/4/2020 Date

Date

City Council (by Bonnie Cooper - City Recorder)

HOLBBOOK					Invoice			
πομοποσπ	Services Performed F	or	Invoice #	Date	PO/LD #			
ASPHALT CO.	City of Alpine Attn: Shane Sorenson 20 North Main Street		HAU920542	8/20/2020				
Accounts Receivable	Alpine UT 84004		Terms					
1545 E Commerce Dr St. George UT 84790 United States			Due Upon Comp					
Bill To			Adviser Inform					
City of Alpine Attn: Shane Sorenson 20 North Main Street				Aaron Eppley Email: <u>aaron@holbrookasphalt.com</u> Phone: 435-703-0023				
Alpine UT 84004			Description					
			2020 HA5 (HDMI	3)				
Item		Qty	U/M	Rate	Total			
HA5 over Chip								
HA5 (HDMB) Clean & prepare surface using bristle brooms. Install "HA5" H advanced performance pavem treatment. No guarantee surfa to areas saturated with motor of High Density Mineral Bond S by agency engineers.	igh Density Mineral Bond ent preservation ce treatments will adhere oil. HA5 meets demands	158,652	SqFt	0.215	34,110.18			
HA5 over Asphalt								
HA5 (HDMB) Clean & prepare surface using bristle brooms. Install "HA5" H advanced performance pavem treatment. No guarantee surfa to areas saturated with motor of High Density Mineral Bond S by agency engineers.	igh Density Mineral Bond ent preservation ce treatments will adhere oil. HA5 meets demands	131,315	SqFt	0.195	25,606.43			
Towed Vehicles Towing of vehicles in area notio 8/17/2020 Toyota Tundra Plate #V654UT Nissan Frontier Plate #F529GA		2	Ea	170.00	340.00			
Pavement Markings All Stripes, Symbols and Paintir pattern. Pricing is based on wo one day (one mobilization), unl Stop Bars and Cross Walks	ork being completed in	1	Ea	800.00	800.00			
Note (1) Traffic control will require 2 additional closures/ methods a traffic control costs will be add (2) Taxes are not included in th the costs will be added to the p (3) Standard cleaning is include NOT considered to be Standard dirt. mud. construction or land	re required, additional ed. is proposal. If required, project invoices. ed in the unit price. Items d Cleaning include: heavy							

dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.

PO/LD #



Accounts Receivable 1545 E Commerce Dr St. George UT 84790 United States

Bill To

City of Alpine Attn: Shane Sorenson 20 North Main Street Alpine UT 84004

Services Performed For

City of Alpine Attn: Shane Sorenson 20 North Main Street Alpine UT 84004

Invoice #	Date
HAU920542	8/20/2020

HAU920542

Terms

Due Upon Completion

Adviser Information

Aaron Eppley Email: <u>aaron@holbrookasphalt.com</u> Phone: 435-703-0023

Total

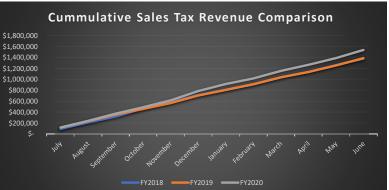
Description

2020 HA5 (HDMB)

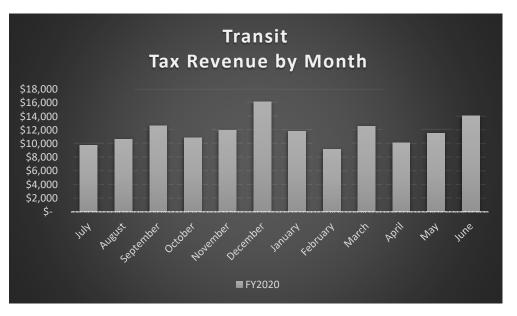
\$60,856.61

Sales Tax Reven	ue	FY	201	.8				FY2	019				FY202	0	
Month Received	Accrued Month	Vionthly Total	c	Cumulative Total	ſ	Monthly Total	c	Cumulative Total	YOY - Month	YOY to Date - Cumulative	Mo	onthly Total	umulative Total	YOY - Month	YOY to Date - Cumulative
September	July	\$ 95,001	\$	95,001	\$	121,011	\$	121,011	27.38%	27.38%	\$	117,461	\$ 117,461	-2.93%	-2.93%
October	August	\$ 113,649	\$	208,650	\$	112,961	\$	233,972	-0.61%	12.14%	\$	121,991	\$ 239,452	7.99%	2.34%
November	September	\$ 111,100	\$	319,750	\$	119,564	\$	353,536	7.62%	10.57%	\$	131,216	\$ 370,668	9.75%	4.85%
December	October	\$ 148,257	\$	468,007	\$	102,686	\$	456,222	-30.74%	-2.52%	\$	117,769	\$ 488,437	14.69%	7.06%
January	November	\$ 110,197	\$	578,204	\$	109,264	\$	565,486	-0.85%	-2.20%	\$	126,912	\$ 615,349	16.15%	8.82%
February	December	\$ 132,782	\$	710,986	\$	136,828	\$	702,315	3.05%	-1.22%	\$	169,627	\$ 784,977	23.97%	11.77%
March	January	\$ 96,347	\$	807,333	\$	103,359	\$	805,674	7.28%	-0.21%	\$	129,105	\$ 914,081	24.91%	13.46%
April	February	\$ 99 <i>,</i> 883	\$	907,216	\$	103,889	\$	909,563	4.01%	0.26%	\$	99 <i>,</i> 855	\$ 1,013,936	-3.88%	11.48%
May	March	\$ 128,031	\$	1,035,247	\$	126,332	\$	1,035,895	-1.33%	0.06%	\$	137,786	\$ 1,151,722	9.07%	11.18%
June	April	\$ 100,288	\$	1,135,535	\$	97,739	\$	1,133,634	-2.54%	-0.17%	\$	111,682	\$ 1,263,404	14.27%	11.45%
July	May	\$ 123,667	\$	1,259,202	\$	119,308	\$	1,252,942	-3.52%	-0.50%	\$	122,892	\$ 1,386,296	3.00%	10.64%
August	June	\$ 118,672	\$	1,377,874	\$	135,603	\$	1,388,544	14.27%	0.77%	\$	149,742	\$ 1,536,038	10.43%	10.62%

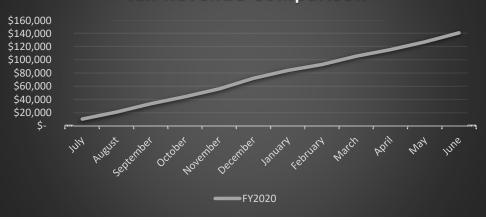




Transit Tax Revenue		FY2020			
			Cumulative		umulative
Month Received	Accrued Month	Mor	nthly Total	Total	
September	July	\$	9,741	\$	9,741
October	August	\$	10,684	\$	20,425
November	September	\$	12,601	\$	33,026
December	October	\$	10,842	\$	43,868
January	November	\$	11,942	\$	55,810
February	December	\$	16,126	\$	71,936
March	January	\$	11,851	\$	83,787
April	February	\$	9,161	\$	92,949
May	March	\$	12,534	\$	105,483
June	April	\$	10,133	\$	115,616
July	May	\$	11,535	\$	127,152
August	June	\$	14,079	\$	141,230



Cummulative Transit Tax Revenue Comparison



ALPINE CITY COUNCIL AGENDA

SUBJECT: Zone Change – Pearce Properties (Approximately 1185 E. East Mountain Drive)

FOR CONSIDERATION ON: 8 September 2020

PETITIONER: Don VanDyke representing Terry and Tony Pearce

ACTION REQUESTED BY PETITIONER: Approve the proposed zone change.

BACKGROUND INFORMATION:

Terry and Tony Pearce are seeking to develop their land on the east end of Watkins Lane and East Mountain Drive. They are seeking to develop a new 10-lot subdivision. The areas to the west and south of the proposed subdivision is zoned CR-20,000. Terry and Tony are requesting a zone change for the land to match the other homes along East Mountain Drive and Watkins Lane.

The Planning Commission held a public hearing and made a recommendation at the September 1, 2020 Planning Commission meeting.

MOTION: Ed Bush moved to recommend the zone change for the Pierce properties be approved as proposed.

Troy Slade seconded the motion. There were 3 Ayes and 2 Nays (recorded below). The motion passed.

<u>Ayes:</u> Ethan Allen Ed Bush Troy Slade <u>Nays:</u> Alan MacDonald Sylvia Christiansen

MODEL MOTIONS

SAMPLE MOTION TO APPROVE:

I motion that the zone change be approved as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I motion that the zone change be approved with the following conditions/changes:

• ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I motion that zone change be tabled/denied based on the following:

• ***Insert Finding***

Alpine City Care of Austin Roy

To whom it may Concern:

Tony & Carrie Pearce, Terry & Gae Pearce, and VanDyke Construction would like to propose the subdivision of the properties owned by Tony & Carrie Pearce and Terry & Gae Pearce: parcels # 11:054:0251, #11:054:0332, #11:054:0333, located at the following mailing addresses: 801 S. 1230E. Alpine, UT (Tony & Carrie Pearce property), 1250 east Watkins Ln. Alpine, UT (Terry Pearce property).

It is proposed that the entire parcel of #11:054:0251, the entire parcel of #11:054:0332, along with the west 2/3 of parcel 11:054:033 (the new east border of which would run in line with the east border of 11:054:0332), be used to create 9 lots. (See Preliminary subdivision drawing attached).

As part of this subdivision Tony & Carrie Pearce and Terry & Gae Pearce agree to sponsor completion and improvements of the section of road proposed in the Alpine City Master Plan which is to extend through parcel #11:054:0332.

The new section of road would begin at the East end of East Mountain Drive and extend through parcel #11:054:0332 toward Watkins lane. The completion of the new section of road will be an extension of 1230 East and will connect the proposed subdivision with the existing neighborhoods on East Mountain Drive and 1230 East.

Seeing that the properties located along the street on East Mountain Drive, 1230 East, and the 810 S cul-de-sac are zoned CR 20, we would further like to request a zone change for the 9 lots in the new subdivision from CR40 to CR20 to match the zoning of the surrounding neighborhood.

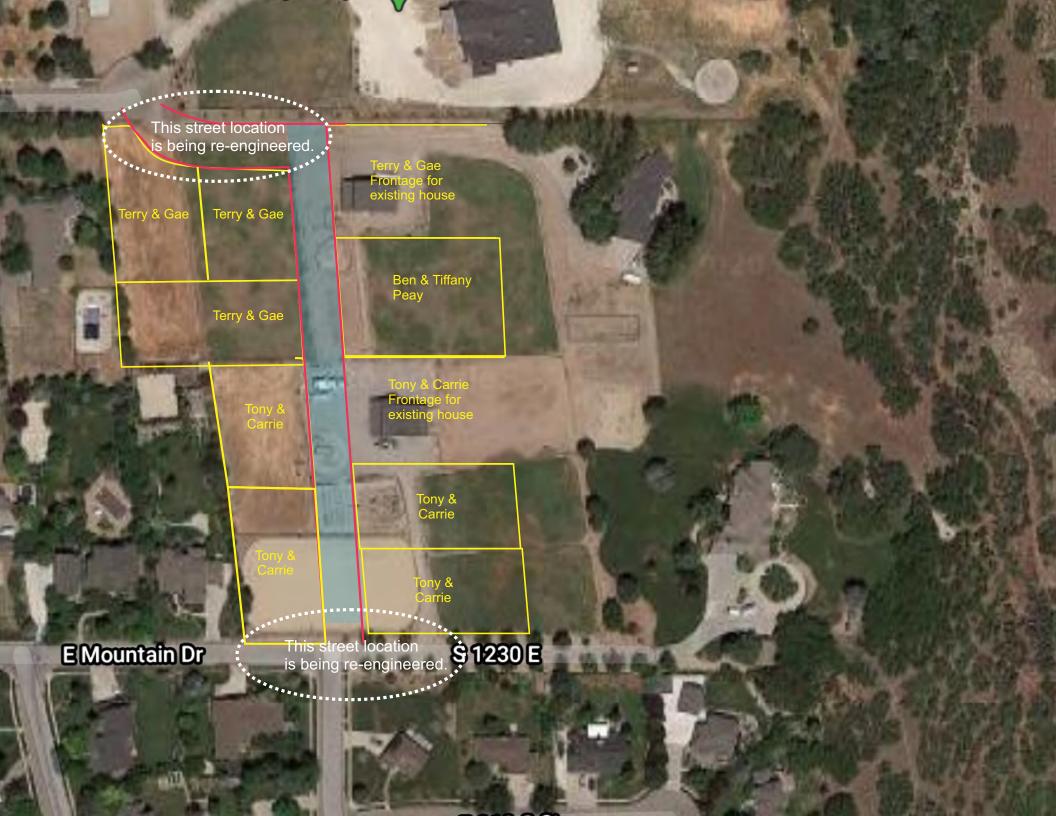
Attached with this request are:

- 1) An aerial view from the county parcel map with current parcel lines
- 2) A Preliminary sketch of the 9 proposed lots of the new subdivision and the new road.

Please contact me if you have any questions or concerns or if any other information is needed. F or your information Northern Engineering is drafting a concept drawing for the proposed subdivision which I will forward to Austin once it has been received.

Thank you for your consideration and your help with this process.

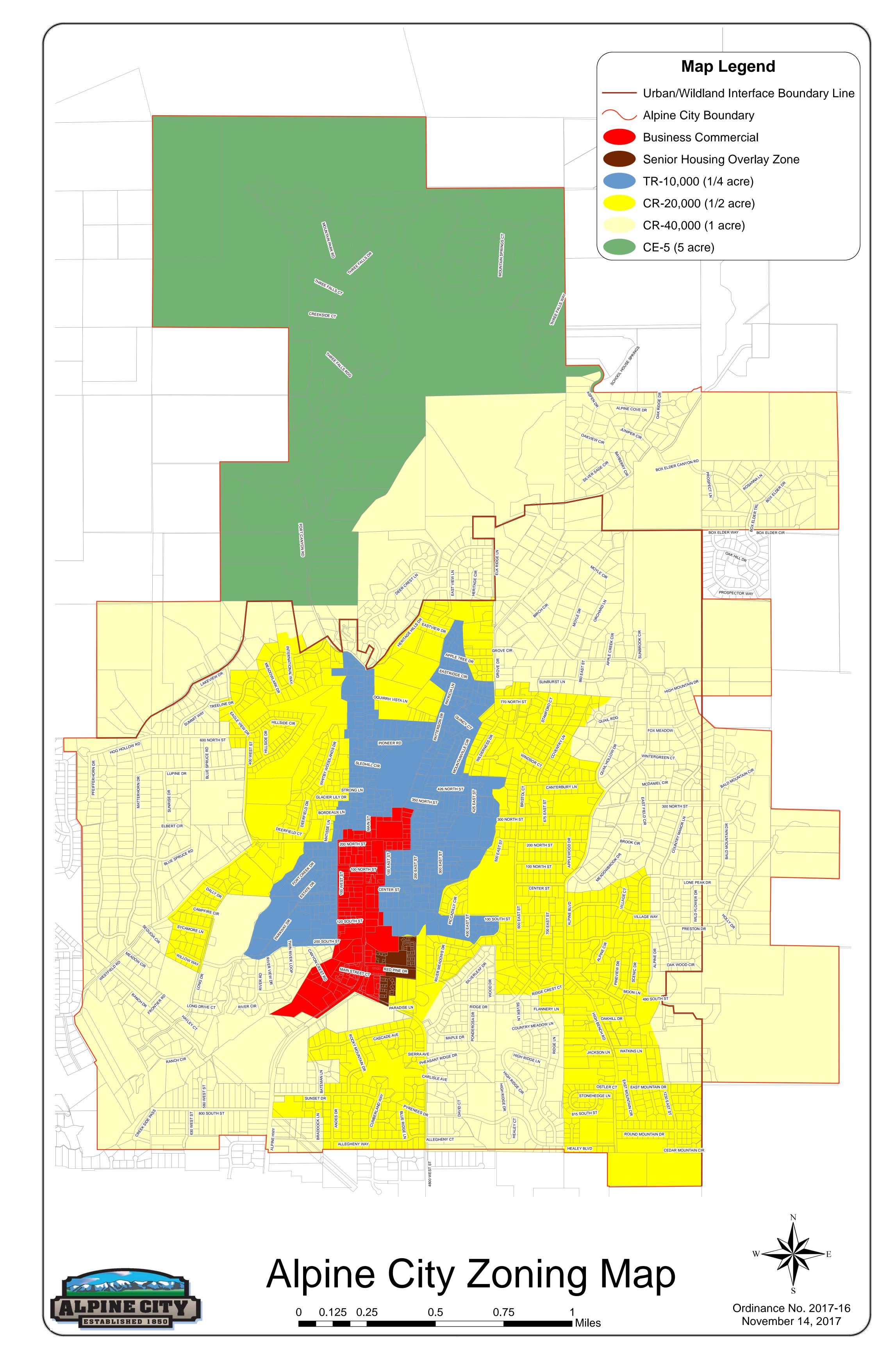
Don VanDyke, VanDyke Construction 801-362-3535 CC Terry Pearce CC Tony Pearce





Utah County Parcel Map

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorect data or variations with an actual survey



ALPINE CITY COUNCIL AGENDA

SUBJECT: The Ridge at Alpine – Request to Record Phase 3

FOR CONSIDERATION ON: 8 September 2020

PETITIONER: Paul Kroff

ACTION REQUESTED BY PETITIONER:

Allow The Ridge at Alpine Phase 3 to be recorded.

BACKGROUND INFORMATION:

The developer of The Ridge at Alpine development approached the City about recording phase 3 of the development. The development code reads as follow concerning phased developments:

"When the off-site improvements have been one hundred percent (100%) completed for the recorded plat and approved by the City Engineer, and on-site improvements are seventy percent (70%) completed, the subdivider may submit the next phase of the proposed development in accordance with the rules and regulations of this Subdivision Ordinance."

Most subdivisions that we deal with do not have off-site improvements. The Ridge at Alpine had several offsite improvements. When Phase 2 was submitted for approval, this provision of the ordinance was not realized by City Staff. However, the provision was realized when discussions concerning recording Phase 3 were brought forward. Phase 3 improvements are currently being constructed.

City staff does not have an issue with allowing Phase 3 to be recorded, subject to final punch list items for Phases 1 and 2 being completed prior to recording the Phase 3 plat. One punch list item that could be an exception to the immediate completion of the remainder of the list is the modifications to the Fort Creek Pump Station (PI). Due to the COVID issues, the contractor has experienced problems securing some materials. In addition, the pump station will need to be shut down for a period of time to make the modifications. With the hot temperatures and the demand for irrigation water being high, we need to pick the right time to shut the pump station down, but would prefer that the modifications are made prior to the system being drained for the year (October 15). This would allow for testing of the equipment.

RECOMMENDED MOTION:

I move to allow The Ridge at Alpine Phase 3 subdivision to be recorded, subject to final punch list items for Phases 1 and 2 being completed prior to recording the Phase 3 plat, excluding the Fort Creek Pump Station modifications, which will be required to be complete by October 15, 2020.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Site Plan – T-Mobile Antenna Upgrade							
FOR CONSIDERA	TION ON:	8 Septembe	r 2020				
PETITIONER:	Craig Chag	non with Crov	vn Castle representing T-Mobile				
ACTION REQUES	STED BY PEI	TITIONER:	Approve the proposed antenna upgrade.				

BACKGROUND INFORMATION:

T-Mobile is seeking to upgrade 3 antennas and related equipment at the tower site located at 651 South Bateman Lane. The proposed replacement does not substantially change the physical dimensions of the tower or base station (height and width), and thus, should be approved per the Wireless Telecommunications Ordinance of the Development Code.

Article 3.27.030 states:

State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. For purposes of this Part, the term 'eligible facilities request' means any request for modification of an existing wireless tower or base station that involves:

- collocation of new transmission equipment;
- removal of transmission equipment; or
- replacement of transmission equipment.

The Planning Commission held a public hearing and made a recommendation at the September 1,2020 Planning Commission meeting.

MOTION: Ethan Allen moved to recommend the T-Mobil Antenna Upgrade be approved as proposed.

Ed Bush seconded the motion. There were 6 Ayes and 0 Nays (recorded below). The motion passed unanimously.

<u>Ayes:</u> Alan MacDonald Ethan Allen Jane Griener Sylvia Christiansen Troy Slade Ed Bush <u>Nays:</u> None

STAFF RECOMMENDATION:

Approve the proposed site plan.

SAMPLE MOTION TO APPROVE:

I motion to approve the site plan as proposed.

3.27 Wireless Telecommunications Ordinance

3.27.010 General Provisions 3.27.020 Location And Types Of Towers/Antennas 3.27.030 Procedure 3.27.040 Safety 3.27.050 Additional Requirements

3.27.010 General Provisions

- 1. Title. This Ordinance shall be known as the Wireless Telecommunications Ordinance.
- 2. Purpose & Intent. The unique character, landscapes and scenic vistas of Alpine are among its most valuable assets. Preserving and promoting those assets are essential to the long- range social and economic wellbeing of the City and its inhabitants. Protecting these assets requires sensitive placement and design of wireless communication facilities so that these facilities remain in scale and harmony with the existing character of the community.
 - a. To amend Ordinance No. 2006-06 to accommodate new technology and develop regulations on the use and development of City property for new cell tower facilities.
 - b. To regulate personal wireless services antennas, with or without support structures, and related electronic equipment and equipment structures.
 - c. To provide for the orderly establishment of personal wireless services facilities in the City.
 - d. To minimize the number of antenna support structures by encouraging the co-location of multiple antennas on a single new or existing structure.
 - e. To establish siting, appearance and safety standards that will help mitigate the potential impacts related to the construction, use and maintenance of personal wireless communication facilities.
 - f. To comply with the Telecommunication Act of 1996 by establishing regulations that (1) do not prohibit or have the effect of prohibiting the provision of personal wireless services, (2) do not unreasonably discriminate among providers of functionally equivalent services, and (3) are not based on the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communications Commission's regulations concerning such emissions.

3. Findings

- a. Personal wireless services facilities (PWSF) are an integral part of the rapidly growing and evolving telecommunications industry, and present unique zoning challenges and concerns by the City.
- b. The City needs to balance the interests and desires of the telecommunications industry and its customers to provide competitive and effective telecommunications systems in the City, against the sometimes differing interests and desires of others concerning health, safety, welfare, and aesthetics, and orderly planning of the community.
- c. The City has experienced an increased demand for personal wireless services facilities to be located in the City, and expects the increased demand to continue in the future.
- d. It is in the best interests of the City to have quality personal wireless services facilities available, which necessarily entails the erection of personal wireless services facilities in the City.

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- e. The unnecessary proliferation of personal wireless services facilities through the City creates a negative visual impact on the community.
- f. The visual effects of personal wireless services facilities can be mitigated by fair standards regulating their siting, construction, maintenance and use.
- g. A private property owner who leases space for a personal wireless services facility is the only one who receives compensation for the facility, even though numerous other property owners in the area are adversely affected by the location of the facility.
- h. Chapter 69-3, Utah Code Annotated, grants cities the authority to create or acquire sites to accommodate the erection of telecommunications tower in order to promote the location of telecommunication towers in a manageable area and to protect the aesthetics and environment of the area. The law also allows the City to require the owner of any tower to accommodate the multiple use of the tower by other companies where feasible and to pay the City the fair market rental value for the use of any City-owned site.
- i. Telecommunications towers located on government property with the lease payments being paid to Alpine City instead of individual property owners evenly distributes the income from the lease payments to all citizens of Alpine through increased government services thus indirectly compensating all of the citizens of Alpine for the impact all citizens experience. The public policy objectives to reduce the proliferation of telecommunications towers and to mitigate their impact can be best facilitated by locating telecommunications and antenna support structures on property owned, leased or used by Alpine City as a highest priority whenever feasible.
- 4. **Definitions**. The following words shall have the described meaning when used in this ordinance, unless a contrary meaning is apparent from the context of the word.
 - a. Antenna. A transmitting or receiving device used in telecommunications that radiates or captures radio signals.
 - b. Antenna Support Structure. Any structure that can be used for the purpose of supporting an antenna(s).
 - c. City. The City of Alpine, Utah.
 - d. City-owned property. Real property that is owned by the City.
 - e. Close to Tower Mount. Also known as slim mount, antennas on cell towers mounted very close to tower in order to appeal less noticeable.
 - f. Co-location. The location of an antenna on an existing structure, tower or building that is already being used for personal wireless services facilities.
 - g. Monopole. A single, self-supporting, cylindrical pole that acts as the support structure for one (1) or more antennas for a personal wireless services facility.
 - h. Personal Wireless Services. Commercial mobile telecommunications services, unlicensed wireless communications services, and common carrier wireless telecommunications exchange access services.
 - i. Personal Wireless Services Antenna. An antenna used in connection with the provision of personal wireless services.
 - j. Personal Wireless Services Facilities (PWSF). Facilities for the provision of personal wireless services. Personal wireless services facilities include transmitters, antennas, structures supporting antennas, and electronic equipment that is typically installed in close proximity to a transmitter.
- k. Private Property. Any real property not owned by the City, even if the property is owned https://alpine.municipalcodeonline.com/book/print?type=development&name=3.27_Wireless_Telecommunications_Ordinance 2/8

by another public or government entity.

- I. Quasi public use. Uses such as a school or church or other uses defined as quasi public uses in DCA 3.01.110.
- m. Tower. A freestanding structure that is used as a support structure for antenna.
- n. Whip antenna. An antenna that is cylindrical in shape. Whip antennas can be directional or omnidirectional and vary in size depending on the frequency and gain for which they are designed.
- 5. **Applicability**. This ordinance (the Wireless Telecommunications Ordinance) applies to both commercial and private low power radio services and facilities, such as "cellular" or PCS (personal communications system) communications and paging systems. This ordinance shall not apply to the following types of communications devices, although they may be regulated by other City ordinances and policies.
 - a. Amateur Radio. Any tower or antenna owned and operated by an amateur radio operator licensed by the Federal Communication Commission.
 - b. Amateur T.V. Any tower or antenna owned and operated by an amateur T.V. operator licensed by the Federal Communication Commission.
 - c. Satellite. Any device designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution service or direct satellite service.
 - d. Cable. Any cable television head-end or hub towers and antennas used solely for cable television services.

(Ord. No. 2006-06, 4/25/06; Amended by Ord. No. 2012-05, 7/10/12; Ord. No. 2014-15, 09/23/14)

3.27.020 Location And Types Of Towers/Antennas

- 1. **Personal Wireless Services Facilities Site Locations**. The following are currently approved locations:
 - a. Co-location on an existing tower.
 - b. City owned property.
 - c. Property in conjunction with a quasi-public or public use.
 - d. Commercial property in the business commercial zone.

No new towers shall be located in Lambert Park.

New towers shall be located no closer than a one-quarter (1/4) mile radius from another tower and shall be no closer to a residence than two (2) times the height of the tower.

If the applicant desires to locate on a site other than the approved sites listed above, the applicant shall have the burden of demonstrating to the City why it cannot locate on an approved site. To do so, the applicant shall provide the following information to the City:

- i. The identity and location of any approved sites located within the desired service area.
- ii. The reason(s) why the approved sites are not technologically, legally, or economically feasible. The applicant must make a good faith effort to locate towers and antennas on an approved site. The City may request information from

outside sources to justify or rebut the applicant's reason(s) for rejecting an approved site.

iii. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network. If the applicant desires to construct a monopole, the applicant shall also submit a detailed written description of why the applicant cannot obtain coverage using existing towers.

2. Permitted and Non-Permitted Towers and Antennas

- a. Permitted. The following are permitted:
 - i. Co-location on existing towers.
 - ii. Existing towers may be maintained, used, and upgraded or replaced. A replacement

tower shall not exceed the height of the tower being replaced.

- iii. Monopoles are permitted subject to the following:
 - (1) A monopole shall not exceed eighty feet (80').
- iv. Roof-mounted Antennas are permitted subject to the following:
 - (1) A roof-mounted antenna shall be screened, constructed, and/or colored to match the structure to which it is attached.
 - (2) A roof-mounted antenna shall be set back from the building edge one (1) foot for every one (1) foot of antenna height and shall not exceed fifteen (15) feet in height.
- v. All new antennas shall be slim-mounted or mounted to an existing array.
- b. Not Permitted. The following are not permitted:
 - i. Lattice Towers. Lattice appearance is not permitted.
 - ii. Guyed Towers.
- 3. **Co-location Requirement**. Unless otherwise authorized by the approving authority for good cause shown, every new tower shall be designed and constructed to be of sufficient size and capacity to accommodate at least two (2) additional wireless telecommunications providers on the structure in the future.
- 4. Lease Agreement. The City has no implied obligation to lease any particular parcel of Cityowned property to an applicant. The City shall enter into a standard lease agreement with the applicant for any facility built on City property. The Mayor or designee is hereby authorized to execute the standard lease agreement on behalf of the City. The lease shall contain the condition that the approving authority must first approve the site plan before the lease can take effect, and that failure to obtain such approval renders the lease null and void.

(Ord. No. 2006-06, 4/25/06; Amended by Ord. No. 2012-05, 7/10/12; Ord. No. 2014-15, 09/23/14)

3.27.030 Procedure

State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical

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dimensions of such tower or base station. For purposes of this Part, the term "eligible facilities request" means any request for modification of an existing wireless tower or base station that involves:

- collocation of new transmission equipment;
- removal of transmission equipment; or
- replacement of transmission equipment.
- 1. **Application Requirements**. Any person desiring to develop, construct or establish a personal wireless services facility in the City shall submit an application for site plan approval to the City. A site plan shall be required for all new towers and antennas and any modification or replacement of a tower or antenna. The City shall not consider the application until all required information has been included. The application shall be submitted to the City Planner at least fourteen (14) days prior to the public meeting at which it will be presented to the Planning Commission. The applicant shall include the following:
 - a. Fee. The applicable fee shall be paid to the City Recorder, payable to Alpine City, as set forth in the Alpine City Consolidated Fee Schedule.
 - b. Site Plan. A site plan meeting the City's standard requirements for site plans.
 - c. Notification Letter. The applicant shall submit a list of all property owners within five hundred (500) feet of the boundaries of the property where the proposed tower or antenna is to be located. The applicant shall also submit envelopes that have been stamped and addressed to all property owners on the list. The City may require a greater distance if deemed necessary or appropriate. The City shall prepare a notification letter to be sent to the property owners on the list submitted by the applicant to be mailed out at least seven (7) days prior to the public meeting at which the application will be presented to Planning Commission. The letter shall contain the following information:
 - i. Address or location of the proposed tower, co-location, tower modification, etc.
 - ii. Name of the applicant.
 - iii. Type of tower/antenna (e.g. monopole, roof antenna, etc.)
 - iv. Date, time, and place of the public meeting at which the application will be presented to the Planning Commission.
 - d. Sign. The applicant shall erect a sign of sufficient durability, and print and size quality that is reasonably calculated to give notice to passers-by. The sign shall be posted at least fourteen (14) days prior to the public meeting at which the application will be presented to the Planning Commission. The sign:
 - i. Shall be 4 ft. (H) x 8 ft. (W)
 - ii. Shall not be more than six (6) feet in height from the ground to the highest point of the sign; and
 - iii. Shall be posted five (5) feet inside the property line in a visible location on the property where the tower/antenna is to be located. If the property is located in such a spot that the sign would not be visible from the street, the sign shall be erected in another location close by that will give notice to passers-by, or at Alpine City Hall. The applicant shall be responsible to obtain permission of the property owner to erect the sign. The sign shall include the following information:
 - (1) Address of location of the proposed tower, co-location, tower modification, etc.

Print Preview

- (2) Type of tower/antenna (e.g. monopole, roof antenna, etc.)
- (3) Date, time, and place of the public meeting at which the application will be presented to the Planning Commission.
- e. Written Information. The following written information shall be submitted:
 - i. Maintenance. A description of the anticipated maintenance needs for the facility, including frequency of service, personnel needs, equipment needs, and traffic noise or safety impacts of such maintenance.
 - ii. Service Area. A description of the service area for the antenna or tower and a statement as to whether the antenna or tower is needed for coverage or capacity.
 - iii. Licenses and Permits. Copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and

operation of the antenna.

- iv. Radio Frequency Emissions. A written commitment to comply with applicable Federal Communications Commission radio frequency emission regulations.
- v. Liaison. The name of a contact person who can respond to questions concerning the application and the proposed facility. Include name, address, telephone number, facsimile number and electronic mail address, if applicable.
- 2. Approval Process. The application and site plan shall be reviewed by the City pursuant to its standard site plan approval process. The City shall process all applications within a reasonable time and shall not unreasonably discriminate among providers of functionally equivalent services. Any decision to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record. The application and site plan will be reviewed by Planning Commission for a recommendation to City Council. The City Council shall review the application and site plan and shall act as the land use authority in approving or denying the application and site plan.

The Planning Commission may, if it deems necessary, require each application to be reviewed independently by a certified radio frequency engineer, licensed to do such work in the State of Utah. The purpose of the review is to determine if other locations are available to achieve an equivalent signal distribution and not significantly affect the operation of the telecommunications facility. Such a review may be required when an applicant indicates that no other acceptable location exists. The costs of an independent review shall be borne by the applicant.

3. Building Permits

- a. General Requirements. No tower or antenna support structure shall be constructed until the applicant obtains a building permit from the City. No building permit shall be issued for any project for which a site plan or amended site plan is required, until the site plan or amended site plan has been approved by the appropriate authority. If the design or engineering of the antenna support structure is beyond the expertise of the Building Official, the City may require third party review by an engineer selected by the City prior to the issuance of a building permit. The applicant shall pay an additional fee to cover the cost of the third party review.
- b. Additional Requirements for New Towers. If the applicant is constructing a new tower, the applicant shall, if requested by the City, submit a written report from a qualified structural engineer licensed in the State of Utah, documenting the following:

- i. Height and design of the new tower, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design.
- ii. Seismic load design and wind load design for the new tower.
- iii. Total anticipated capacity of the new tower, including number and types of antennas which can be accommodated.
- iv. Structural failure characteristics of the new tower and a demonstration that the site and setbacks are adequate size to contain debris.
- v. Soil investigation report, including structural calculations.

(Ord. No. 2006-06, 4/25/06; Amended by Ord. No. 2012-05, 7/10/12; Ord. No. 2014-15, 09/23/14)

3.27.040 Safety

1. Regulation Compliance

- a. Compliance with FCC and FAA Regulations. All operators of personal wireless services facilities shall demonstrate compliance with applicable Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) regulations, including FCC radio frequency regulations, at the time of application and periodically thereafter as requested by the City. Failure to comply with the applicable regulations shall be grounds for revoking a site plan.
- b. Other Licenses and Permits. The operator of every personal wireless services facility shall submit copies of all licenses and permits required by other agencies and governments with the jurisdiction over the design, construction, location and operation of the facility to the City, shall maintain such licenses and permits in good standing, and shall provide evidence of renewal or extension thereof upon request by the City.
- 2. **Protection Against Climbing**. Towers shall be protected against unauthorized climbing by removing the climbing pegs from the lower 20 feet of the towers.
- 3. **Fencing**. Towers shall be fully enclosed by a minimum 6-foot tall fence or wall, as directed by the City, unless the City determines that a wall or fence is not needed or appropriate for a particular site due to conditions specific to the site.
- 4. **Security Lighting Requirement**. Towers shall comply with the FAA requirements for lighting. The City may also require security lighting for the site. If security lighting is used, the lighting impact on surrounding residential areas shall be minimized by using indirect lighting, where appropriate.
- 5. **Emergency**. The City shall have the authority to move or alter a personal wireless services facility in case of emergency. Before taking any such action, the City shall first notify the owner of the facility, if feasible.

(Ord. No. 2006-06, 4/25/06; Amended by Ord. No. 2012-05, 7/10/12; Ord. No. 2014-15, 09/23/14)

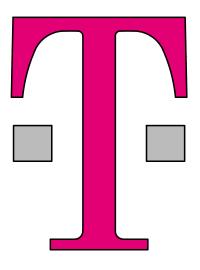
3.27.050 Additional Requirements

- 1. Regulations for Accessory Structures
 - a. Storage Areas and Solid Waste Receptacles. No outside storage or solid waste

receptacles shall be permitted on site.

- b. Equipment Enclosures. All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services facility shall, whenever possible, be located within a lawfully pre-existing structure or completely below grade. When a new structure is required to house such equipment, the structure shall be harmonious with, and blend with, the natural features, buildings and structures surrounding such structure.
- c. Accessory Buildings. Freestanding accessory buildings used with a personal wireless services facility shall not exceed 450 square feet and shall comply with the setback requirements for structures in the zone in which the facility is located.
- 2. **Parking**. The City may require a minimum of one (1) parking stall for sites containing a personal wireless services facility and/or accessory buildings, if there is insufficient parking available on the site.
- 3. **Maintenance Requirements**. All personal wireless services facilities shall be maintained in a safe, neat, and attractive manner.
- 4. **Landscaping**. A landscaping plan shall be submitted to the Planning Commission who will make a recommendation to the City Council who will approve the landscape plan.
- 5. **Site Restoration Upon Abandonment**. All sites shall be restored to the original configuration upon abandonment.
- 6. **Fencing**. The City will determine the type of fencing used on wireless telecommunications sites on a case by case basis. In the case of the Rodeo Grounds, the fencing shall match the existing fencing. Fencing will recommend by the Planning Commission and approved by the City Council.
- 7. **Color and material standards**. The City shall make an administrative decision as to the color. To the extent the personal wireless services facilities extend above the height of the vegetation immediately surround it, they shall be painted in a nonreflective light gray, light blue or other hue, which blends with the skyline and horizon or a brown to blend in with the surrounding hillside.
- 8. Facility Lighting and Signage Standards. Facility lighting shall be designed so as to meet but not exceed minimum requirements for security, safety and/or FAA regulations. Lighting of antennas or support structures shall be prohibited unless required by the FAA and no other alternatives are available. In all instances, the lighting shall be designed so as to avoid glare and minimize illumination on adjacent properties. Lighting shall also comply with any applicable City lighting standards.
- 9. **Facility Signs**. Signs shall be limited to those needed to identify the numbers to contact in an emergency, public safety warnings, certifications or other required seals. These signs shall also comply with the requirements of the City's sign regulations.
- 10. Utility Lines. All utility lines serving new cell towers shall be located underground.
- 11. **Business License**. Each facility shall be considered as a separate use; and an annual business license shall be required for each facility.

(Ord. No. 2006-06, 4/25/06; Amended by Ord. No. 2012-05, 7/10/12; Ord. No. 2014-15, 09/23/14)

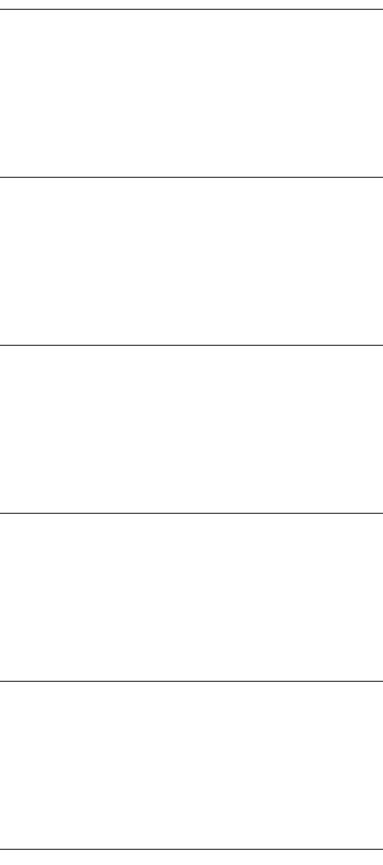


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APPROVAL SIGNATURE BLOCK

THE FOLLOWING PARTIES HAVE REVIEWED THESE DOCUMENTS:

DRAWINGS ARE NO LONGER TO BE "APPROVED WITH COMMENTS" - IF YOU HAVE ANY REDLINES TO THESE DRAWINGS THEN YOU MUST SELECT REJECTED.



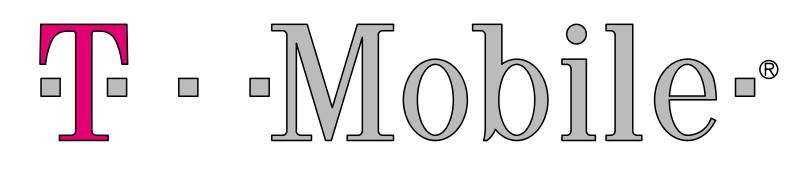
T-MOBILE SITE NUMBER: SL01122A T-MOBILE SITE NAME: SITE TYPE: TOWER HEIGHT:

ALPINE_SHEPHERD_HILL MONOPOLE 22'-0"

SL01122A_Alpine_Shepherd_Hill_Anchor_FCD_RAGE_07.21.20

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PROPERTY INFORMATION:			SHEET		DESCRIPTION
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GROUND ELEVATION (NAVD88			A-1 A-2	ENLARGED SITE	
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	NI.		A-6	EQUIPMENT DET	
CONSTRUCTION INFORMATION AREA OF CONSTRUCTION:	<u>N:</u> EXISTING		E-1		G PLAN & DETAILS
TYPE OF CONSTRUCTION:	V-B		 G-1		OUNDING PLANS & NOTE
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	HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.				
PROPERTY OWNER:					
	SHEPHERD				
	CKY MOUNTAIN DR				
CITY, STATE, ZIP: ALPINE	E, UT 84004-1540				
TOWER OPERATOR:					
COMPANY: CROW	N CASTLE USA, INC.				
	ESTLAKE AVE N, SUITE 800				
CITY, STATE, ZIP: SEATT	LE, WA 98109				
APPLICANT:					
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THE RESIDENT AND THE IDEAS AND DESIGNS INCORPORATED HEREING, PLLC. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS WITHOUT THE WRITTEN APPROVAL OF THE PROFESSIONAL SERVICE, ARE THE PROFESSIONAL OF RECORD.

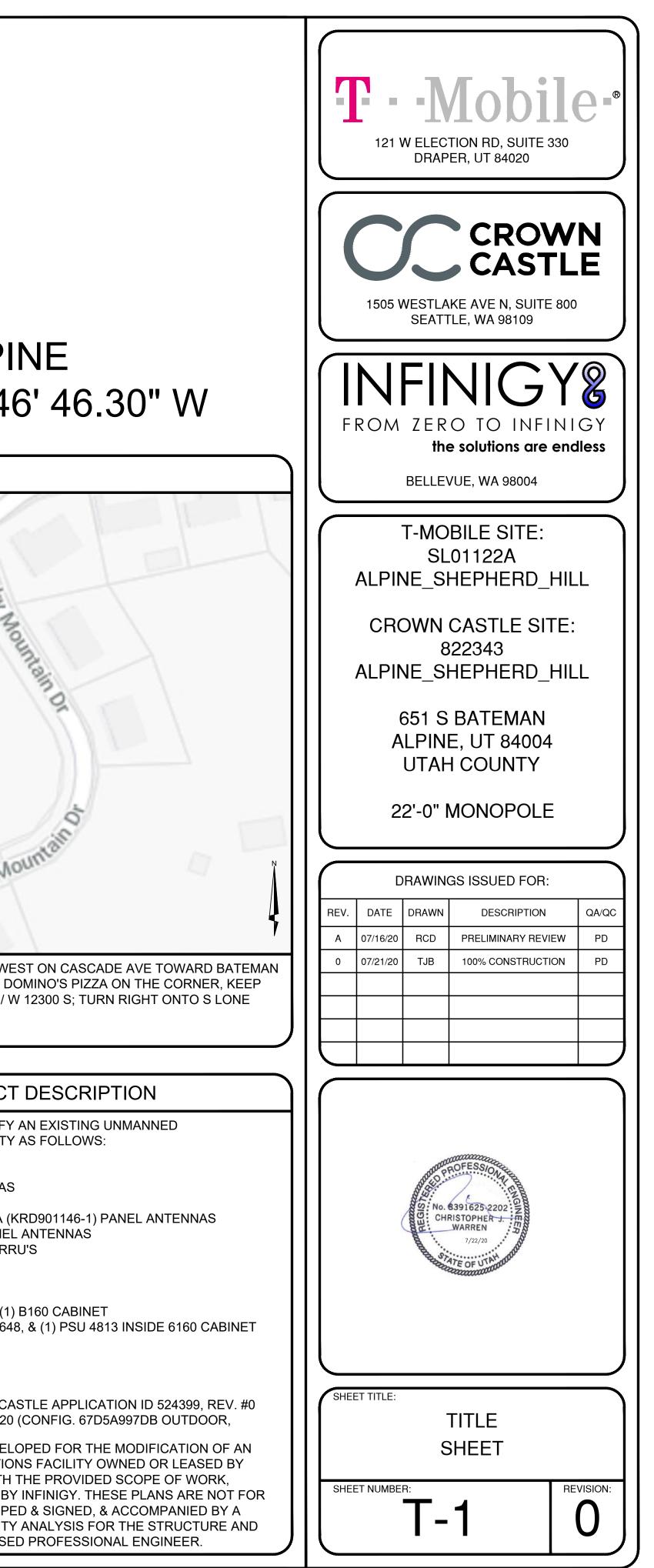


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822343 651 S BATEMAN ALPINE, UT 84004 UTAH

CITY OF ALPINE LONG: 111° 46' 46.30" W

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J	W Cascade Ave	Rocky
TES	Bateman	SITE
	May Cir DRIVING DIRECTIONS FROM T-MOBILE LOCAL OFFICE (121 W ELECTION RD, SU	Rocky N
	LN; TURN RIGHT ONTO BATEMAN LN; TURN LEFT ONTO UT-74 / ALPINE HWY; TURIGHT TO STAY ON UT-92 / W TIMPANOGOS HWY; TAKE RAMP RIGHT FOR I-15 N PEAK PKWY; TURN RIGHT ONTO ELECTION RD; ARRIVE AT: 651 S BATEMAN, ALI	IRN RIGHT ONTO UT-92 / W 11000 N; E I / US-89 N, BEAR LEFT ONTO UT-71 / PINE, UT 84004
DIATELY NOTIFY BEFORE FOR SAME. CCEPT THESE D PROCEED WITH	ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THESE CODES. 1. 2018 INTERNATIONAL BUILDING CODE 2. 2018 INTERNATIONAL MECHANICAL CODE	T-MOBILE PROPOSES TO MODIFY TELECOMMUNICATIONS FACILITY <u>TOWER SCOPE OF WORK:</u> • REMOVE (6) PANEL ANTENNAS • REMOVE (3) COAX CABLES • INSTALL (3) AIR32 B2A/B66AA
DATE:	 2018 INTERNATIONAL FIRE CODE 2018 UNIFORM PLUMBING CODE 2017 NATIONAL ELECTRICAL CODE 2018 INTERNATIONAL FUEL GAS CODE TIA-EIA-222-G OR LATEST EDITION ASCE 7-16 NFPA 780 - LIGHTNING PROTECTION CODE ANY OTHER NATIONAL OR LOCAL APPLICABLE CODES, MOST RECENT EDITION 	 INSTALL (3) AIR6449 B41 PANE INSTALL (3) RADIO 4415 B25 R INSTALL (2) HYBRID CABLES <u>GROUND SCOPE OF WORK:</u> INSTALL (1) 6160 CABINET & (1 INSTALL (1) BB 6630, (1) BB 664
	 11. LOCAL AMENDMENTS TO THE ABOVE, WHERE APPLICABLE 12. CITY/COUNTY ORDINANCES 13. LIFE SAFETY CODE NFPA-101 Know what's below. Call before you dig. www.call811.com 	DESIGN IS BASED ON: CROWN C RFDS VERSION 5, DATED 6/9/2020 67D5997DB_2xAIR+10P) THESE PLANS HAVE BEEN DEVE UNMANNED TELECOMMUNICATIO T-MOBILE IN ACCORDANCE WITH INCORPORATED IN THE PLANS B CONSTRUCTION UNLESS STAMP PASSING STRUCTURAL STABILIT MOUNT PREPARED BY A LICENS



- A. GENERAL
- 1. ALL PAINT PRODUCT LINES SHALL BE SHERWIN WILLIAMS UNLESS SPECIFICALLY NOTED OTHERWISE BY T-MOBILE.

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D.

- 2. CONTRACTOR SHALL PREPARE ALL SURFACES AND APPLY ALL FINISHES PER LATEST EDITION OF MANUFACTURER'S SPECIFICATIONS.
- 3. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS REGARDING SUFFICIENT DRYING TIME BETWEEN COATS WITH PROVISIONS AS RECOMMENDED BY MANUFACTURER FOR EXISTING WEATHER CONDITIONS.
- 4. FINISH COLOR AND TEXTURE OF ALL PAINTED SURFACES SHALL MATCH EXISTING ADJACENT SURFACES UNLESS OTHERWISE NOTED BY T-MOBILE.
- 5. ALL PAINT MATERIAL DATA SHEETS SHALL BE PROVIDED TO THE T-MOBILE CONSTRUCTION MANAGER.
- 6. PREPARE PREVIOUSLY PAINTED SURFACE BY LIGHT SANDING WITH 400 GRIT SANDPAPER AND NON-HYDROCARBON WASH. PREPARE GALVANIZED SURFACES BY ACID ETCH OR SOLVENT CLEANING IN ACCORDANCE WITH SSPC-SP1.
- 7. FURNISH DROP CLOTHS, SHIELDS, MASKING AND OTHER PROTECTIVE METHODS TO PREVENT SPRAY OR DROPPINGS FROM DAMAGING ADJACENT SURFACES AND FACILITIES.
- 8. APPLY PAINT BY AIRLESS SPRAY, SANDING LIGHTLY BETWEEN EACH SUCCEEDING ENAMEL COAT ON FLAT SURFACES. APPLY MATERIAL TO ACHIEVE A COATING NO THINNER THAN THE DRY FILM THICKNESS INDICATED
- 9. APPLY BLOCK FILTER TO CONCRETE BLOCK CONSTRUCTION AND ENSURE COMPLETE COVERAGE WITH PORES COMPLETELY FILLED.
- 10. CONTRACTOR SHALL CORRECT RUNS, SAGS, MISSES AND OTHER DEFECTS INCLUDING INADEQUATE COVERAGE AS DIRECTED BY THE T-MOBILE CONSTRUCTION MANAGER. REPAINT AS NECESSARY TO ACHIEVE SURFACES THAT ARE SMOOTH, EVENLY COATED WITH UNIFORM SHEEN AND FREE FROM BLEMISHES.
- B. PAINTING SCOPE
- 1. PAINT THE FOLLOWING MATERIALS AND SYSTEMS CHECKED BELOW WITH THE COATING SYSTEM INDICATED.

PAINTING S	SCOPE			
SURFACE TO BE PAINTED	COATING SYSTEM	PAINT	DO NOT PAINT	N/A
BTS UNIT				Х
ALL EQUIPMENT & CABINETS OTHER THAN THE BTS UNIT				Х
ANTENNA COVERS, TILT BRACKETS, MOUNTING BRACKETS AND ASSOCIATED HARDWARE, CABLE AND CABLE COVERS EXPOSED TO VIEW, EXPOSED CONDUIT AND HANGERS, ETC.	SEE PLANS	SEE PLANS		
FLASHING UNITS, METAL TRIM AND OTHER METAL SURFACES				x
STUCCO, CONCRETE, CONCRETE BLOCK AND CEMENTIOUS TYPE FINISH SYSTEMS.				x
PLYWOOD, LUMBER AND WOOD TRIM INCLUDING THE BACK SIDE OF ALL SCREEN WALLS				x
DRYWALL				X
CONCRETE POLES				X
METAL POLES AND METAL POLE STAND-OFF				Х

COATING SYSTEM SPECIFICATIONS	1
DTM ACRYLIC COATING (SERIES B66) BY SHERWIN WILLIAMS CO. 1MIL DFT PER COAT APPLIED IN TWO COATS OVER DTM BONDING PRIMER (B66A50).	
100% ACRYLIC, LATEX COATING EQUIVALENT TO A-100 (SERIES A-82) BY SHERWIN WILLIAMS CO. 1 MIL DFT PER COAT APPLIED IN TWO COATS OVER SPECIFIED PRIMER.	2
PAINT & PRIMER	3
ANTENNAS PRIMER - KEM AQUA E61-W525 TOPCOAT - COROTHANE II B65W200/B60V22	
BTS CABINET PRIMER - KEM AQUA E61-W525 TOPCOAT - COROTHANE II B65W200/B60V22	
COAXIAL JUMPER CABLES PRIMER - AS REQUIRED FOR ADHESION. APPLY ONE COAT OF KEM	
AQUA WATER REDUCIBLE PRIMER E61W25 REDUCED 25%	4
TOPCOAT - 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2	
RAW STEEL PRIMER - KEM BOND HS B50WZ4, DMT ACRYLIC PRIMER TOPCOAT - 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2	
GALVANIZED METAL ACID ETCH WITH COMMERCIAL ETCH OR VINEGAR PRIMER COAT AND FINISH COAT (GALVITE HIGH SOLIDS OR DTM PRIMER/FINISH)	5
STAINLESS STEEL PRIMER - OTM WASH PRIMER, B71Y1 TOPCOAT - 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2	
PRE-PRIMED STEEL TOUCH UP ANY RUST OR UN-PRIMED STEEL WITH KEM BOND HS, SS0WZ4	6
ALUMINUM & COPPER PRIMER - DTM WASH PRIMER, B71Y1 TOPCOAT - 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2	7
CONCRETE MASONRY PRIMER - PRO MAR EXTERIOR BLOCK FILLER TOPCOAT - 2 COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH	
CONCRETE STUCCO(EXISTING) 2 COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH	
STUCCO PRIMER - PRO MAR MASONRY CONDITONER B-46-W21000 TOPCOAT - SUPERPAINT A-80 SERIES A-89 SATIN A-84	8
PRIMER - A-100 EXTERIOR ALKYD WOO9D PRIMER Y-24W20 TOPCOAT - 2 COATS A-100 LATEX HOUSE & TRIM SHEEN	9
TO MATCH ADJACENT SURFACES	9
	1
	1

PAINT SPECIFICATIONS

2

1. THE LATEST EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" ARE INCLUDED IN THESE SPECIFICATIONS AS IF COMPLETELY REPRODUCED HEREIN

THIS FACILITY IS AN UNOCCUPIED PCS TELECOMMUNICATIONS SITE AND IS EXEMPT FROM ADA ACCESS REQUIREMENTS.

PRIOR TO SUBMISSION OF BIDS, THE CONTRACTORS PARTICIPATING SHALL VISIT THE JOB SITE WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS TO CONFIRM THAT THE PROJECT CAN BE ACCOMPLISHED AS DESIGNED HEREIN, AS WELL AS TO FAMILIARIZE THEMSELVES WITH ALL FIELD CONDITIONS AFFECTING THE PROPOSED PROJECT INCLUDING DEMOLITION, ELECTRICAL, MECHANICAL AND STRUCTURAL INSTALLATIONS PRIOR TO PROCEEDING WITH CONSTRUCTION. SHOULD ANY ERRORS, OMISSION, OR DISCREPANCIES BE FOUND, THE GENERAL CONTRACTOR SHALL IMMEDIATELY NOTIFY IN WRITING, THE T-MOBILE CONSTRUCTION MANAGER AND THE ARCHITECT.

4. IN THE EVENT OF DISCREPANCIES WITHIN THESE DRAWINGS. THE CONTRACTOR SHALL INCLUDE THE MORE COSTLY OR EXTENSIVE WORK IN THE BID, UNLESS SPECIFICALLY DIRECTED OTHERWISE BY T-MOBILE. IF A DISCREPANCY EXISTS AND THE PROJECT MANAGER AND ARCHITECT ARE NOT NOTIFIED, THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR OR CORRECT ALL PROBLEMS THAT RESULT.

THESE DRAWINGS SHALL NOT BE SCALED AS THESE DRAWINGS ARE INTENDED TO BE FOR DIAGRAMMATIC PURPOSES ONLY. FIGURED DIMENSIONS HAVE PRECEDENCE OVER DRAWING SCALE AND DETAIL DRAWINGS HAVE PRECEDENCE OVER SMALL SCALE DRAWINGS. CONTRACTOR SHALL CHECK THE ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS, OR BEGIN ANY CONSTRUCTION UNTIL THE ACCURACY OF DRAWING DIMENSIONS HAS BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.

THE CONTRACTOR SHALL INCLUDE IN HIS OR HER BID ALL MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE THE WORK AS INDICATED OR IMPLIED BY THESE DRAWINGS.

7. CONTRACTOR SHALL NOTIFY THE T-MOBILE CONSTRUCTION MANAGER, THE PROPERTY OWNER AND THE ARCHITECT IF ANY DETAILS ARE CONSIDERED IMPRACTICAL, UNSUITABLE, UNSAFE, NOT WATERPROOF. OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO ANY DETAIL. DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS, AND SHALL BE INCLUDED AS PART OF THE WORK.

EXISTING ELEVATIONS AND LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE T-MOBILE CONSTRUCTION MANAGER AND THE ARCHITECT SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.

THE CONTRACTOR SHALL VERIFY ALL TELEPHONE & RADIO EQUIPMENT LAYOUTS. SPECIFICATIONS. PERFORMANCE, INSTALLATION AND FINAL LOCATIONS WITH T-MOBILE CONSTRUCTION MANAGER PRIOR TO **BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL WORK WITH** ERICSSON RADIO SYSTEMS.

10. ALL SYMBOLS & ABBREVIATIONS USED ON THESE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE T-MOBILE CONSTRUCTION MANAGER AND THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK.

11. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS. LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO T-MOBILE.

- 12. THE CONTRACTOR SHALL PROVIDE CONTINUOUS SUPERVISION AND DIRECT ALL WORK WHILE ANY SUBCONTRACTORS OR WORKERS ARE ONSITE. USING HIS OR HER BEST SKILL AND ATTENTION. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, SEQUENCES, AND COORDINATION OF ALL PORTIONS OF THE CONTRACTED WORK.
- 13. WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED, AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:
- NRCA NATIONAL ROOFING CONTRACTORS ASSOCIATION O'HARE INTERNATIONAL CENTER 10255 W. HIGGINS ROAD, SUITE 600 ROSEMONT, IL 60018-5607

SMACNA SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION 4201 LAFAYETTE CENTER DRIVE CHANTILLY, VA 20151-1219

- IILP INTERNATIONAL INSTITUTE FOR LATH AND PLASTER 820 TRANSFER ROAD ST. PAUL, MN 55114-1406
- 14. INSTALL ALL EQUIPMENT AND MATERIALS PER THE LATEST EDITION OF THE MANUFACTURER'S INSTALLATION SPECIFICATIONS UNLESS OTHERWISE INDICATED BY T-MOBILE, OR WHERE LOCAL CODES OR **REGULATIONS TAKE PRECEDENCE.**
- 15. THE CONTRACTOR SHALL VERIFY, COORDINATE, AND PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR OTHER SUPPORTS FOR ALL ITEMS.
- 16. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL GIVE ALL REQUIRED CONSTRUCTION NOTICES AND SHALL COMPLY WITH ALL APPLICABLE LOCAL CODES, REGULATIONS, LAWS AND ORDINANCES, AS WELL AS THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS **REGULATIONS, INCLUDING BUT NOT LIMITED TO THE** DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA).
- 17. THE CONTRACTOR SHALL PROTECT ALL PROPERTY FROM DAMAGE THAT MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING FINISHES, CONSTRUCTION, STRUCTURE, LANDSCAPING, CURBS, STAIRS, OR EQUIPMENT, ETC. SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF T-MOBILE AND THE PROPERTY OWNER'S REPRESENTATIVE, AT THE EXPENSE OF THE CONTRACTOR.
- 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL REPLACE OR REMEDY, ANY FAULTY, IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK BY T-MOBILE UNDER THIS CONTRACT.
- 19. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROTECT AND LOCATE, OR CONTACT AN OUTSIDE AGENCY TO LOCATE. ALL EXISTING UTILITIES REGARDLESS OF WHETHER OR NOT SHOWN HEREIN. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR THE REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.
- 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED AND ACCEPTED BY T-MOBILE.
- 21. THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER, T-MOBILE, AND THE CITY OR GOVERNING AGENCY
- 22. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REDLINING THE CONSTRUCTION DOCUMENTS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. THIS SHALL BE DONE AFTER THE SITE HAS BEEN AWARDED FINAL INSPECTION BY THE RESPONSIBLE BUILDING AGENCY. ONE SET OF REDLINED DRAWINGS SHALL BE PROVIDED TO THE T-MOBILE CONSTRUCTION MANAGER.

- SUPERINTENDENT.
- COMPLETION OF WORK.
- GALVANIZED.
- AND PROJECT SITE.

- BY T-MOBILE

GENERAL SPECIFICATIONS

IS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF INFINIGY ENGINEERING, PLLC. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS WITHOUT THE WRITTEN APPROVAL OF THE PROFESSIONAL SERVICE, ARE THE PROPERTY OF INFINIGY ENGINEERING, PLLC. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS WITHOUT THE WRITTEN APPROVAL OF THE PROFESSIONAL SERVICE, ARE THE PROF

23. THE LATEST EDITION OF ALL PERMITTED AND APPROVED PLANS PERTAINING TO THIS PROJECT SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKERS. ALL CONSTRUCTION SETS SHALL REFLECT THE SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE CONSTRUCTION

24. THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A DAILY BASIS, EXCEPT FOR THAT SPECIFIED AS THE PROPERTY OF THE BUILDING OR PROPERTY OWNER AND SHALL EXERCISE STRICT CONTROL OVER SITE CLEANING THROUGHOUT CONSTRUCTION AND FINAL CLEAN-UP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE LEFT IN A BROOM CLEAN CONDITION AT THE END OF EACH DAY THEN AT A VACUUM CLEAN CONDITION, FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE AT

25. THE GENERAL CONTRACTOR MUST PERFORM WORK DURING PROPERTY OWNER'S PREFERRED HOURS TO AVOID DISRUPTION OF NORMAL ACTIVITY.

26. ALL EXPOSED METAL SHALL BE HOT-DIPPED

27. SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF AND WHERE APPLICABLE TO THIS FACILITY

28. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA UNDER CONSTRUCTION.

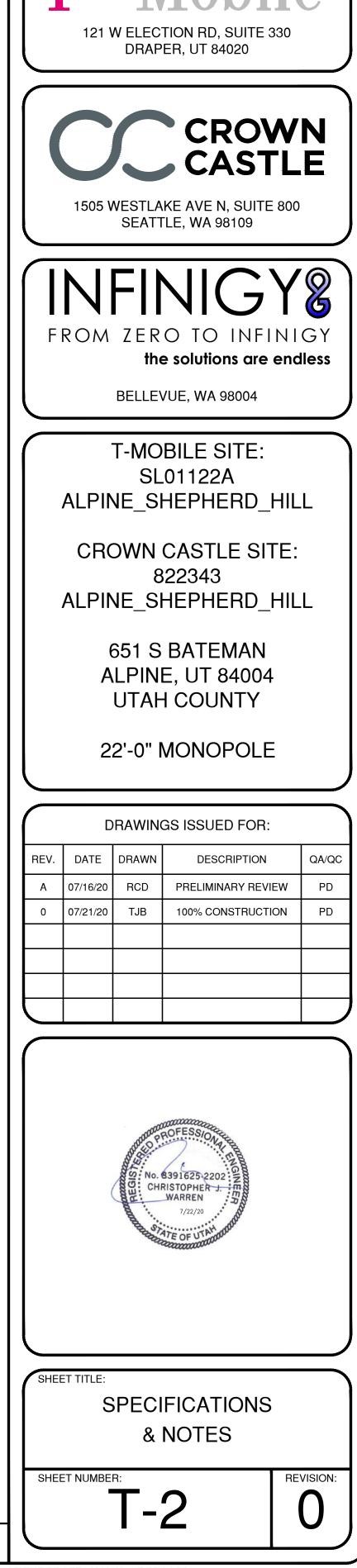
29. ELECTRICAL POWER SYSTEM SHALL BE GROUNDED PER NEC ARTICLES 250 AND 810.

30. ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS AT WALL AND ROOF PENETRATIONS SHALL BE CAULKED OR SEALED TO LIMIT INFILTRATION OF AIR AND MOISTURE.

31. UPON COMPLETION OF CONSTRUCTION. T-MOBILE CONSTRUCTION MANAGER SHALL CONDUCT A WALK-THRU WITH PROPERTY OWNER OR REPRESENTATIVE OF PROPERTY OWNER.

32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SYSTEM EQUIPMENT IN A CLEAN WORKING ORDER UNTIL ACCEPTANCE OF THE PROJECT

33. INSTALL ALL EQUIPMENT AND MATERIALS PER THE LATEST EDITION OF THE MANUFACTURER'S INSTALLATION SPECIFICATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR **REGULATION TAKE PRECEDENCE.**



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VERAL

ECEDENCE: UNLESS OTHERWISE SHOWN OR ECIFIED. THE FOLLOWING GENERAL NOTES SHALL PLY, INFORMATION ON THESE DRAWINGS SHALL HAVE FOLLOWING PRECEDENCE.

- ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
- MATERIAL NOTES AND SPECIFICATIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS.

IER TRADES: SEE THE ARCHITECTURAL DRAWINGS ALL DIMENSIONS NOT SHOWN

NERAL DETAILS AND NOTES ON THESE SHEETS SHALL PLY UNLESS SPECIFICALLY SHOWN OR NOTED IERWISE. CONSTRUCTION DETAILS NOT FULLY OWN OR NOTED SHALL BE SIMILAR TO DETAILS OWN FOR SIMILAR CONDITIONS.

ORING: IT SHALL BE THE RESPONSIBILITY OF THE NTRACTOR TO INSTALL ALL TEMPORARY BRACING) SHORING TO INSURE THE SAFETY OF THE WORK TIL IT IS COMPLETED. THIS INCLUDES UNDERPINNING STING FOOTINGS WHERE APPLICABLE.

FETY: THESE DRAWINGS REPRESENT THE FINISHED RUCTURE, UNLESS OTHERWISE INDICATED, THEY DO INDICATE THE METHOD OF CONSTRUCTION.

TERPROOFING: WATERPROOFING AND DRAINAGE **AILS OR SPECIFICATIONS SHOWN IN THESE** WINGS ARE FOR GENERAL INFORMATIONAL RPOSES ONLY. CONTRACTOR TO NOTIFY THE OBILE CONSTRUCTION MANAGER AND THE CHITECT IF ANY INADEQUATE OR IMPROPER NDITIONS.

EEL

STRUCTURAL STEEL SECTIONS AND WELDED PLATE IBERS SHALL CONFORM TO ASTM A-36 AND BE RICATED IN ACCORDANCE WITH THE SPECIFICATIONS THE AISC.

BOLTS SHALL CONFORM TO ASTM A-307 UNLESS IERWISE NOTED ON PLANS. HIGH STRENGTH BOLTS ALL CONFORM TO ASTM A-325

EEL PIPE COLUMNS SHALL BE GRADE "B" NFORMING TO ASTM A53.

EEL TUBING SHALL BE GRADE "B" CONFORMING TO TM A500.

WELDING SHALL BE DONE BY THE SHIELDED ARC HOD. ALL WELDERS SHALL BE PROPERLY QUALIFIED BE PRE-APPROVED. SURPLUS METAL SHALL BE SSED OFF TO SMOOTH, EVEN SURFACES WHERE LDS ARE NOT EXPOSED TO VIEW. ALL WELDING SHALL MPLY WITH THE LATEST A.W.S. SPECIFICATIONS.

FOLLOWING WELDING EQUIPMENT MUST BE USED: 250 AMP WELDERS.

- ROD OVENS.
- GRINDERS.

BUZZ BOXES SHALL BE USED.

STRUCTURAL STEEL SHALL HAVE MILL RTIFICATION. MILL CERTIFICATION SHALL BE KEPT ON JOB SITE FOR EXAMINATION BY THE DESIGN SINEER AND THE CITY INSPECTOR.

HIGH STRENGTH BOLTS SHALL HAVE MILL TIFICATION. MILL CERTIFICATION SHALL BE KEPT ON JOB SITE FOR EXAMINATION BY THE INSPECTOR.

EEL THAT HAD BEEN WELDED, CUT OR SCRATCHED IN FIELD SHALL BE TOUCHED UP WITH COLD VANIZING PAINT.

_DING INDICATED IN THESE DRAWINGS IS DESIGNED ONE HALF OF ALLOWABLE CODE STRESSES UNLESS ED "FULL STRESS" AT END OF WELD SYMBOL

C. CONCRETE

STRENGTH: CONCRETE FOR THE PROJECT SHALL HAVE THE FOLLOWING ULTIMATE COMPRESSIVE STRENGTH AT AGE OF 28 DAYS:

LOCATION	STRENGTH	WT.	SLUMP
	ADMIXTURE		
SLAB&FOOTING	3000psi	150pcf	4"
	NONE		

- INSPECTION: CONCRETE WITH SPECIFIED STRENGTH GREATER THAN 2500psi SHALL BE CONTINUOUSLY **INSPECTED DURING PLACEMENT BY A DEPUTY INSPECTOR EMPLOYED BY A TESTING LABORATORY** APPROVED BY THE BUILDING DEPT.
- REBAR GRADES: REINFORCING STEEL SHALL BE CLEAN PREFORMED BARS CONFORMING TO ASTM A615 AS FOLLOWS:

#4 & SMALLER BARS. .GRADE 40 #5 & LARGER BARS. .GRADE 60 ALL BARS AT CAISSON FOOTING...GRADE 60

- 4. FOUNDATIONS & SLABS: TYPE V, LOW ALKALI CONFORMING TO ASTM C-150. PIER/CAISSON FOOTINGS: TYPE V, LOW ALKALI, CONFORMING TO ASTM C-150.
- 5. AGGREGATE: USED IN THE CONCRETE SHALL CONFORM TO ASTM C-33. USE ONLY AGGREGATES KNOWN NOT TO CAUSE EXCESSIVE SHRINKAGE. THE MAXIMUM SIZE AGGREGATE IN CONCRETE WORK SHALL BE THE FOLLOWING:
- FOUNDATIONS & SLABS 9" OR LESS: 3/4" GRAVEL Α. PIER/CAISSON FOOTING: 1" GRAVEL
- 6. SHALL BE CLEAN AND FREE FROM DELETERIOUS AMOUNT OF ACIDS, ALKALIS, ORGANIC MATERIALS AND SHALL BE SUITABLE FOR HUMAN CONSUMPTION.
- 7. MIXING: PREPARATION OF CONCRETE SHALL CONFORM TO ASTM C-94. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT UNLESS APPROVED BY A TESTING AGENCY.
- SEGREGATION OF AGGREGATES: CONCRETE SHALL NOT BE FLOPPED THROUGH REINFORCING STEEL (AS IN WALLS, COLUMNS, CAISSON, AND DROP CAPITALS) SO AS TO CAUSE SEGREGATION OF AGGREGATES. USE HOPPERS, CHUTES, TRUNKS OR PUMP HOSE SO THAT THE FREE UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FT.
- 9. SPLICES OF REINFORCING STEEL SHALL BE LAPPED A MINIMUM OF 30 DIAMETERS AND SECURELY WIRED TOGETHER. SPLICES OF ADJACENT REINFORCING BARS SHALL BE STAGGERED WHEREVER POSSIBLE.
- 10. REAR CLEARANCE: MINIMUM COVERAGE FOR JOISTS, BEAMS, GIRDERS AND COLUMNS SHALL BE TO FACE OF STIRRUPS OR TIES. UNLESS OTHERWISE NOTED, CONCRETE COVERAGE FOR REINFORCING BARS TO FACE OF BAR SHALL BE AS FOLLOWS:

A. CONCRETE IN CONTACT WITH EARTH, UNFORMED -3"

- B. CONCRETE IN CONTACT WITH EARTH, FORMED 2"
- C. WALL, EXTERIOR FACE 1-1/2"
- D. WALL, INTERIOR FACE 1"
- E. STRUCTURAL SLABS 3/4" F. JOISTS 3/4"
- G. BEAMS, GIRDERS & COLUMNS 1-1/2"
- 11. PENETRATIONS: NO SLEEVES OR CHASES SHALL BE PLACED IN BEAMS, SLABS, WALLS AND COLUMNS, EXCEPT THOSE SHOWN ON THE PLANS. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATIONS OF ANY ADDITIONAL SLEEVES OR CHASES. ALL PLUMBING, ELECTRICAL AND MECHANICAL OPENINGS SHALL BE SLEEVES. CORING IS NOT ALLOWED UNLESS PRIOR APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.
- 12. EMBEDDED ITEMS: CONDUIT PLACED IN A CONCRETE SLAB SHALL NOT HAVE AN OUTSIDE DIAMETER GREATER THAN 1/4 THE THICKNESS OF THE SLAB. CONDUIT SHALL NOT BE EMBBEDED IN A SLAB THAT IS LESS THAN 3-1/2" THICK, UNLESS SLAB IS LOCALLY THICKENED. MINIMUM CLEAR DISTANCE BETWEEN COUNDUITS SHALL BE SIX INCHES.

- PERIOD.

D. TIMBER

- NOTED OTHERWISE.
- NOTED OTHERWISE.
- WITH CROWN SIDE UP.
- PLANS.

- NAILS.
- WOOD.
- DIAMETER OF BOLT.

- B. STRENGTH PROPERTIES:
- GLUE.
- UBC.

STRUCTURAL SPECIFICATIONS

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13. ANCHORING: ALL ANCHOR BOLTS. REINFORCING STEEL DOWELS, INSERTS, ETC., SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE. NO REPOSITIONING DURING CONCRETE POUR IS ALLOWED.

14. SLABS SHALL BE SPRAYED WITH A CURING COMPOUND IMMEDIATELY AFTER FINISHING. CURING COMPOUNDS USED ON CONCRETE WHERE TILE OR FLOOR COVERING IS TO BE BONDED TO THE CONCRETE SURFACE SHALL BE APPROVED BY THE TILE OR FLOOR COVERING MANUFACTURER. KEEP SLAB WET FOR 7 DAY MINIMUM

15. CONSOLIDATION: ALL CONCRETE SHALL BE VIBRATED AS IT IS BEING PLACED WITH ELECTRICALLY OPERATED VIBRATING EQUIPMENT.

1. ALL FRAMING LUMBER FOR 4X AND LARGER BEAMS SHALL BE NO. 1 GRADE DOUGLAS FIR., S45, UNLESS

2. ALL FRAMING LUMBER FOR 2X RAFTERS AND JOISTS SHALL BE NO.2 GRADE DOUGLAS FIR, S45, UNLESS

3. STRIPPING, BLOCKING, BACKING AND OTHER NON-STRUCTURAL LUMBER SHALL BE NO. 2 OR STD & BTR GRADE DOUGLAS FIR, S45. 2X4 STUD WALLS SHALL BE D.F. STANDARD & BTR.

4. ALL BEAMS, JOISTS AND RAFTERS SHALL BE INSTALLED

5. ROOF PLYWOOD SHALL MATCH EXISTING PLYWOOD SHEATHING WITH A SPAN INDEX RATIO 32/16. EDGE NAIL WITH8d AT 6" O.C. UNLESS NOTED OTHERWISE ON PLANS. FIELD NAIL WITH 8d AT 12" O.C.

6. PLYWOOD SHEETS SHALL BE LAID WITH THE FACE GRAIN PERPENDICULAR TO SUPPORTS AND WITH THE EDGES STAGGERED, UNLESS NOTED OTHERWISE ON THE

PLYWOOD SHALL BE GRADE MARKED BY DFPA, TECO, OR PTL AND SHALL CONFORM TO PS 1-83.

8. THE MAXIMUM MOISTURE CONTENT OF ALL LUMBER SHALL NOT EXCEED 24% AT THE TIME OF INSTALLATION.

MINIMUM NAILING SHALL COMPLY WITH TABLE 23-1-q OF BUILDING CODE. ALL NAILS SHALL BE COMMON WIRE

10. ALL BOLTS SHALL HAVE STANDARD CUT WASHERS UNDER HEADS AND/OR NUTS WHERE IN CONTACT WITH

11. LAG BOLTS SHALL BE SCREWED INTO PLACE, NOT DRIVEN. LAG BOLTS SHALL BE INSTALLED IN PRE-DRILLED HOLES WITH A DIAMETER EQUAL TO 75%

12. CONNECTORS: ALL SHEET METAL FRAMING CONNECTORS SHOWN IN THE PLANS SHALL BE STRONG CONNECTORS AS MANUFACTURED BY THE SAMSON COMPANY. SUBSTITUTIONS MAY BE MADE WHEN APPROVED BY THE STRUCTURAL ENGINEER.

13. ALL LUMBER EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY OR CONCRETE SHALL BE WOLMANIZED PRESSURE TREATED LUMBER OR A NATURALLY DECAY RESISTANT LUMBER SUCH AS REDWOOD OR CEDAR.

14. ALASKAN YELLOW CEDAR GLUE-LAMINATED BEAMS A. LUMBER SPECIES: ALASKAN YELLOW CEDAR (A.C.) CONFORMING TO 20F-V12

> Fb BOTTOM FIBER BENDING STRESS 2000psi MIN. Fb TOP FIBER BENDING STRESS 1000psi MIN.

Fv SHEAR STRESS 190psi MIN. Fc COMPRESSION STRESS PERPENDICULAR TO

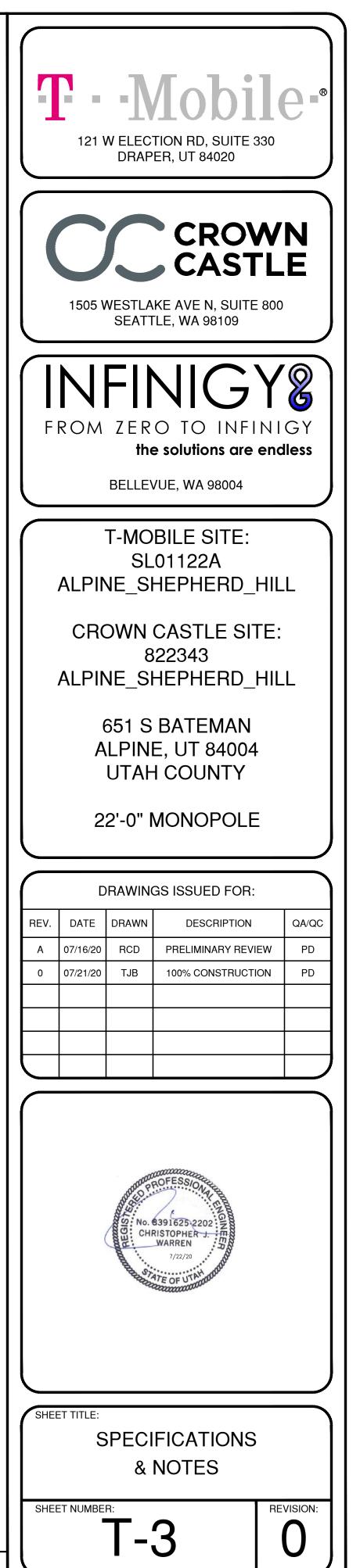
GRAIN 560psi MIN. C. MODULUS ELASTICITY 1400ksi MIN.

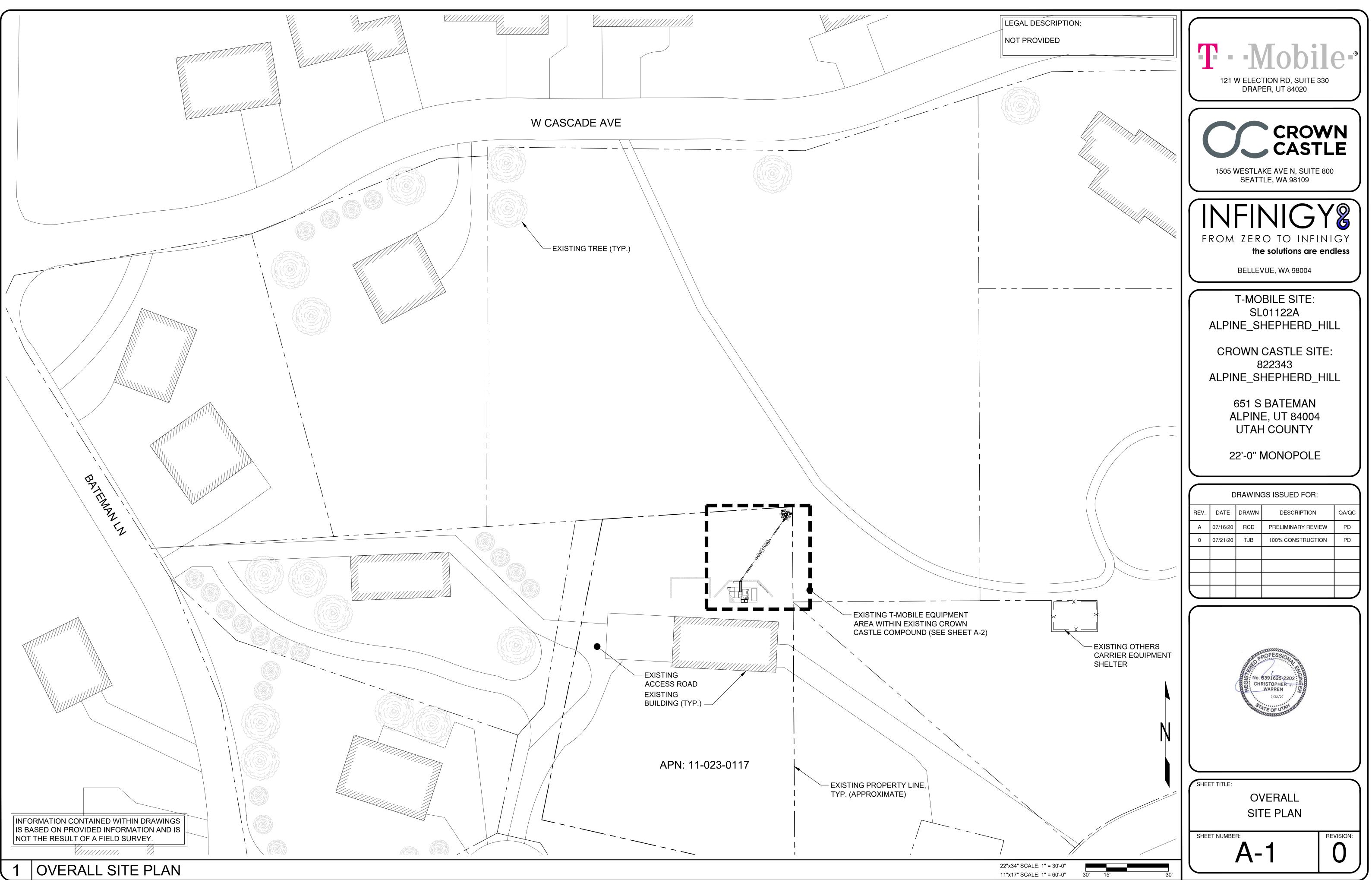
D. CAMBER TO RADIUS OF 1600° U.O.N.

E. ALL GLB'S SHALL BE FABRICATED WITH EXTERIOR

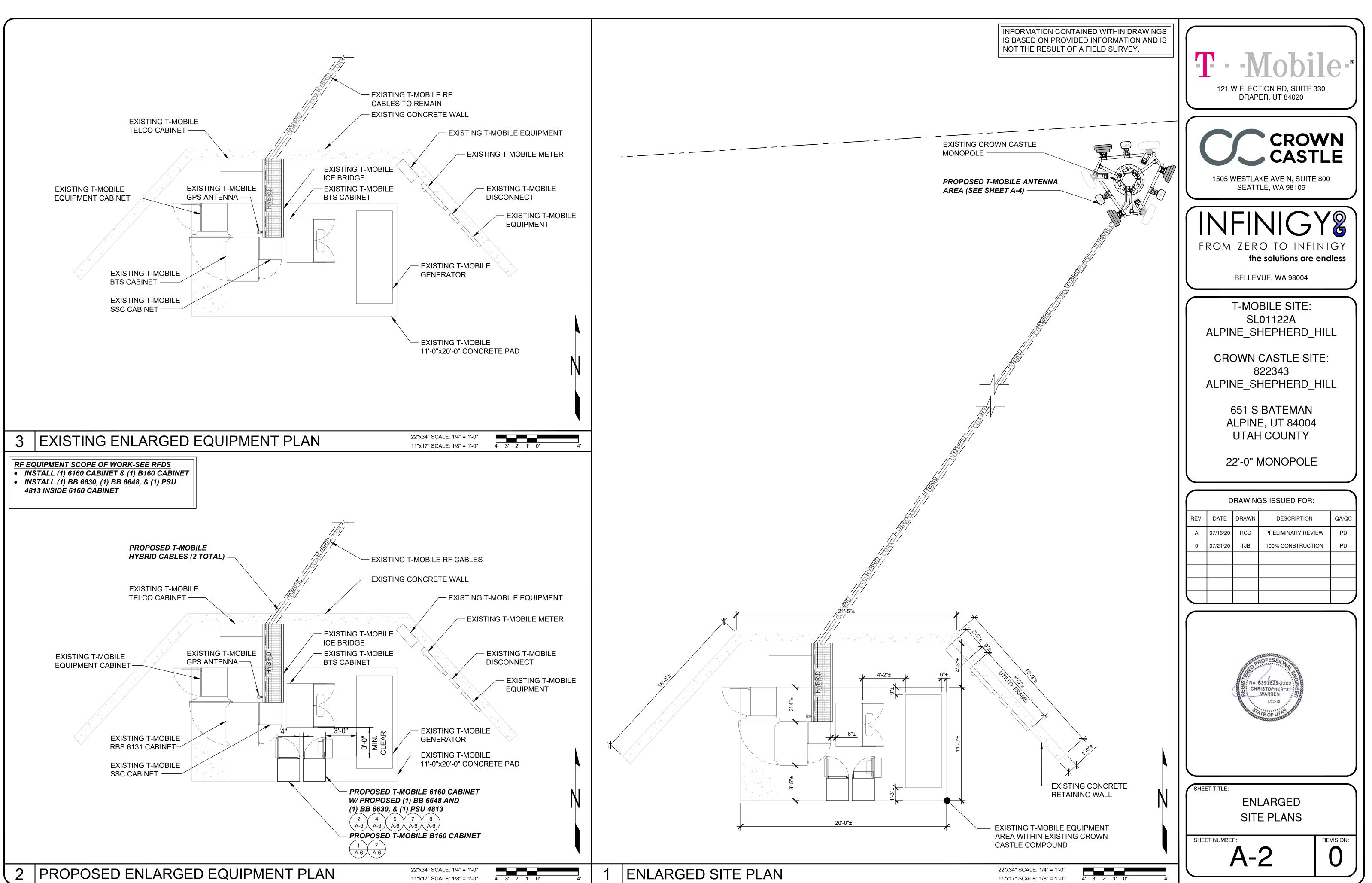
F. MANUFACTURE OF GLB'S SHALL CONFORM TO THE

G. GLU-LAM MATERIAL SHALL BE IN ACCORDANCE WITH ANSI/AITC A190.1 AND ASTM D3737.

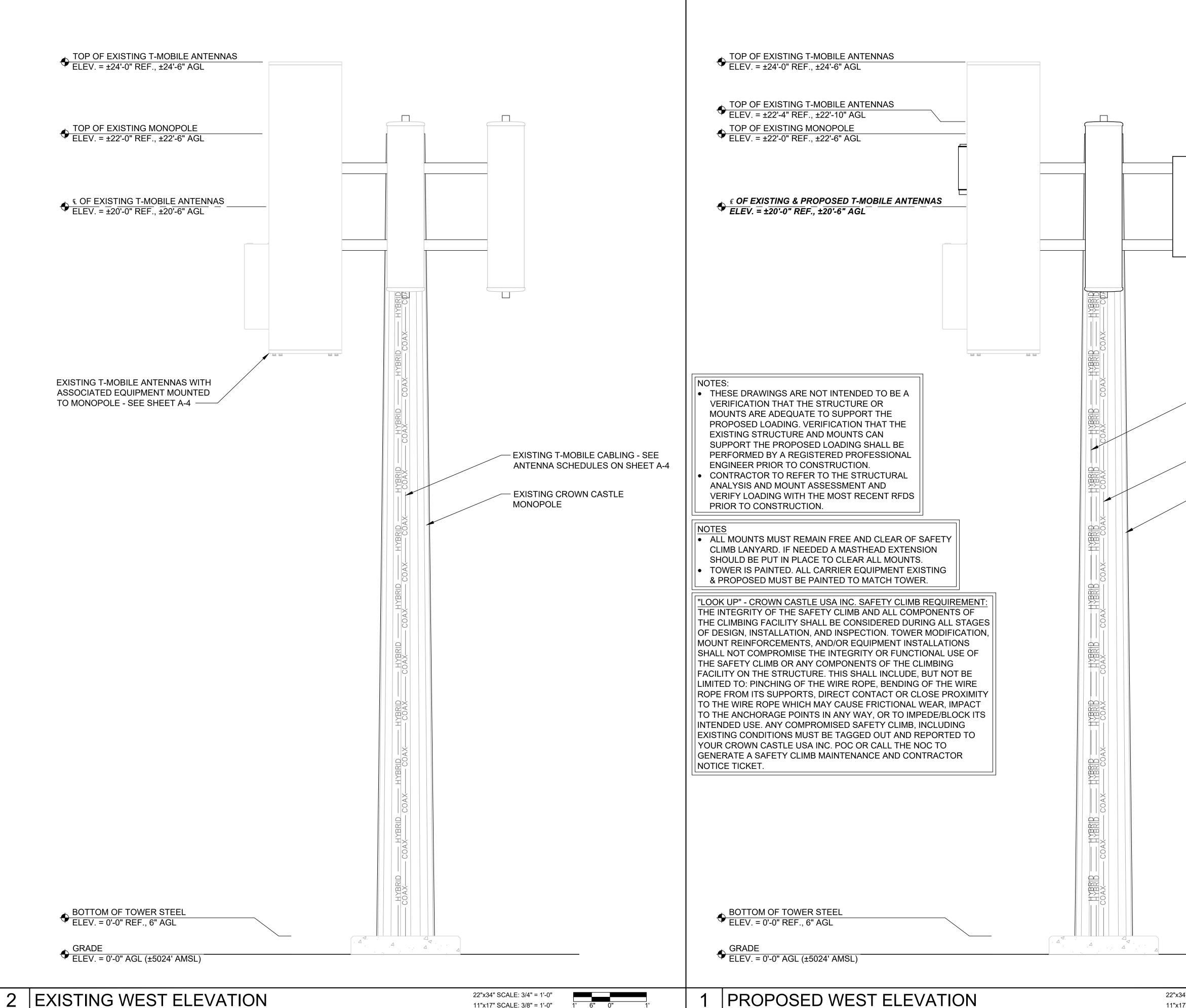




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EXISTING WEST ELEVATION

11"x17" SCALE: 3/8" = 1'-0"

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PROPOSED T-MOBILE ANTENNAS WITH ASSOCIATED EQUIPMENT MOUNTED TO MONOPOLE - SEE SHEET A-4	To Substrake Ave N, Suite 800 Seattle, WA 98109
PROPOSED T-MOBILE CABLING - SEE ANTENNA SCHEDULES ON SHEET A-4	INFINGY FROM ZERO TO INFINIGY the solutions are endless BELLEVUE, WA 98004 T-MOBILE SITE: SL01122A ALPINE_SHEPHERD_HILL CROWN CASTLE SITE: 822343 ALPINE_SHEPHERD_HILL 651 S BATEMAN ALPINE, UT 84004 UTAH COUNTY
EXISTING CROWN CASTLE MONOPOLE	DRAWINGS ISSUED FOR: MATE DRAWINGS ISSUED FOR: REV. DATE DRAWN DESCRIPTION QA/QC A 07/16/20 RCD PRELIMINARY REVIEW PD 0 07/21/20 TJB 100% CONSTRUCTION PD
	Mo. 8391625-2202 CHRISTOPHEN J. V/22/20 TE OF UTAMORAN
22"x34" SCALE: 3/4" = 1'-0" 11"x17" SCALE: 3/8" = 1'-0" 1' 6" 0" 1' NY ASPECT OF THESE DRAWINGS WITHOUT THE WRITTEN APPROVAL	SHEET TITLE: WEST ELEVATIONS SHEET NUMBER: A-3

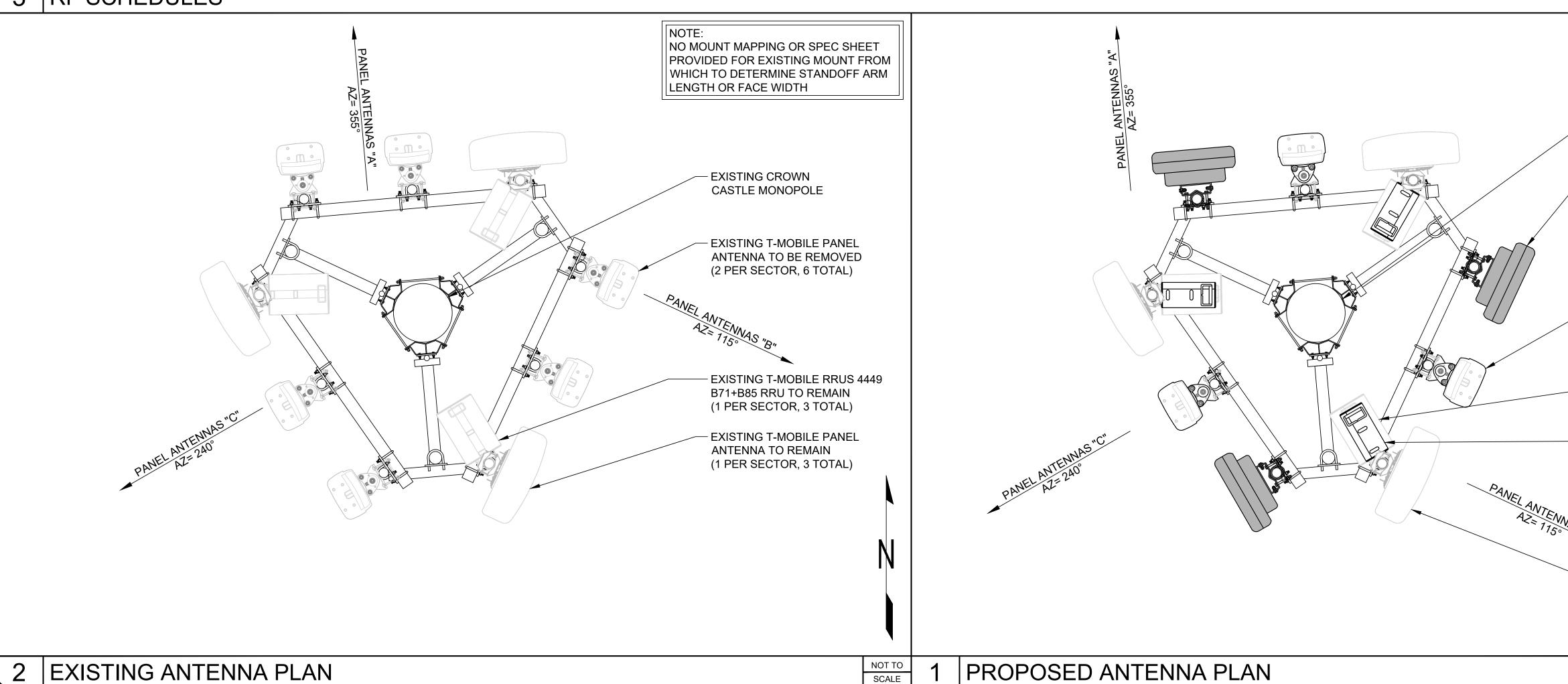
MOUNT	MOUNT	RFDS	ANT	ENNA				RRH	TM	1A/COMBINER/COVP		HYBRID CABLE (HCS	5)		COAX CABLE	
SECTOR	POSITION	POSITION	MODEL	SIZE	AZIMUTH	RAD CENTER	QTY.	MODEL	QTY.	MODEL	QTY.	TYPE	LENGTH	QTY.	TYPE	LENGTH
	A1	A1	AIR21 B2A/B4P (KRC118023-1)	56.0"	355°	20'-0"										
ALPHA	A2	A2	AIR21 B4A/B2P (KRC118046-1)	56.0"	355°	20'-0"										
ALPHA	A3	A3	APXVAARR24_43-U-NA20	95.9"	355°	20'-0"	1	4449 B71+B85								
	B1	B1	AIR21 B2A/B4P (KRC118023-1)	56.0"	115°	20'-0"										
BETA	B2	B2	AIR21 B4A/B2P (KRC118046-1)	56.0"	115°	20'-0"					1	HCS 9x18	±131'-3"	12		±100'-0"
DETA	B3	B3	APXVAARR24_43-U-NA20	95.9"	115°	20'-0"	1	4449 B71+B85			1	HCS 6x12 6 AWG	±131'-3"		7/8" COAX	±100-0
	C1	C1	AIR21 B2A/B4P (KRC118023-1)	56.0"	240°	20'-0"										
	C2	C2	AIR21 B4A/B2P (KRC118046-1)	56.0"	240°	20'-0"										
GAMMA	C3	C3	APXVAARR24_43-U-NA20	95.9"	240°	20'-0"	1	4449 B71+B85								

PROPOSED ANTENNA / CABLE SCHEDULE

MOUNT	MOUNT	RFDS	ANTE	ENNA				RRH		TMA/COMBINER/COVP		HYBRID CABLE (HCS	6)	COAX CABL	E
SECTOR	POSITION	POSITION	MODEL	SIZE	AZIMUTH	RAD CENTER	QTY.	MODEL	QTY.	MODEL	QTY.	TYPE	LENGTH Q	TY. TYPE	LENGTH
	A1	A3	AIR6449 B41	33.1"	355°	20'-0"									
ALPHA	A2	A1	AIR32 B2A/B66AA (KRD901146-1)	56.6"	355°	20'-0"									
ALPHA	A3	A2	APXVAARR24_43-U-NA20	95.9"	355°	20'-0"	1, 1	4449 B71+B85, 4415 B25							
	B1	B3	AIR6449 B41	33.1"	115°	20'-0"									
BETA	B2	B1	AIR32 B2A/B66AA (KRD901146-1)	56.6"	115°	20'-0"					1	HCS 9x18	±131'-3"	9 7/8" COAX	±100'-0"
DETA	B3	B2	APXVAARR24_43-U-NA20	95.9"	115°	20'-0"	1, 1	4449 B71+B85, 4415 B25			1	HCS 6x12 6 AWG	±131'-3"		±100-0
											2	HCS 6x12 6 AWG	±131'-3"		
	C1	C3	AIR6449 B41	33.1"	240°	20'-0"									
GAMMA	C2	C1	AIR32 B2A/B66AA (KRD901146-1)	56.6"	240°	20'-0"									
	C3	C2	APXVAARR24_43-U-NA20	95.9"	240°	20'-0"	1, 1	4449 B71+B85, 4415 B25							

NOTE: MOUNT POSITIONS ARE CLOCKWISE (LEFT TO RIGHT AS VIEWED FROM THE BACK OF THE ANTENNAS)

3 RF SCHEDULES

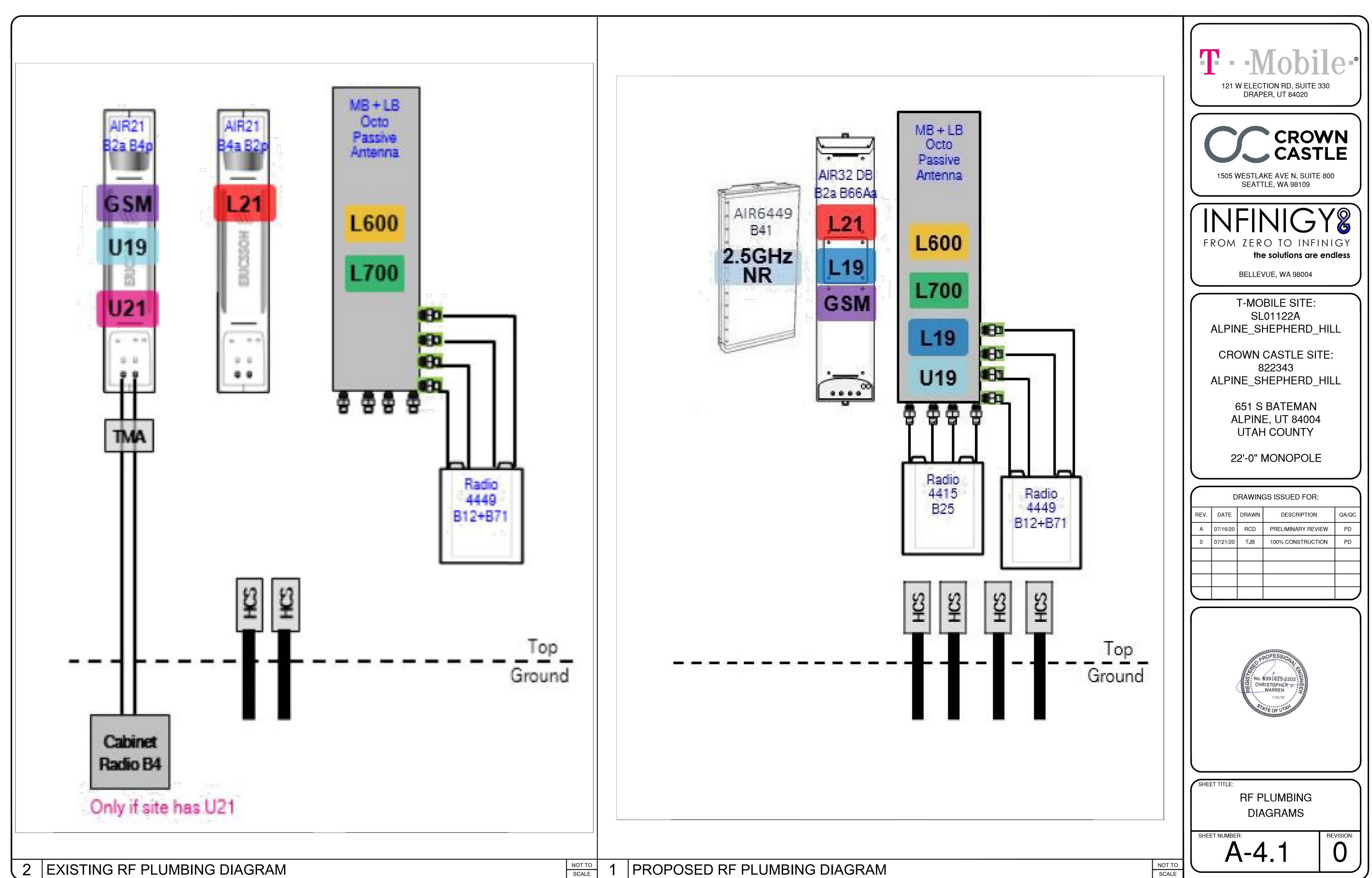


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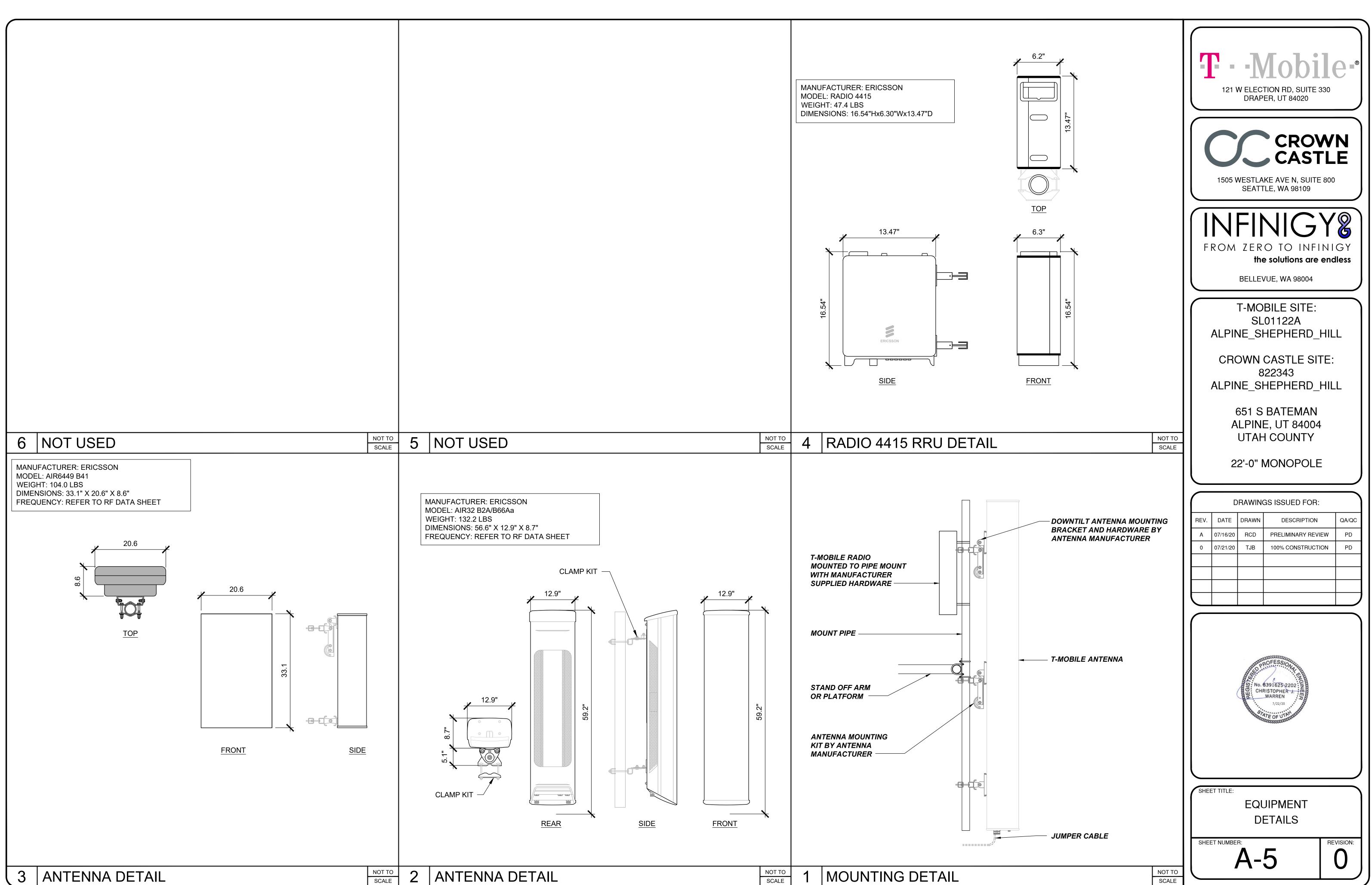
NOTES

- 1. CONTRA CURREN
- PRIOR T 2. CABLE LE FIELD VE
- FABRICA
- 3. PROPOS

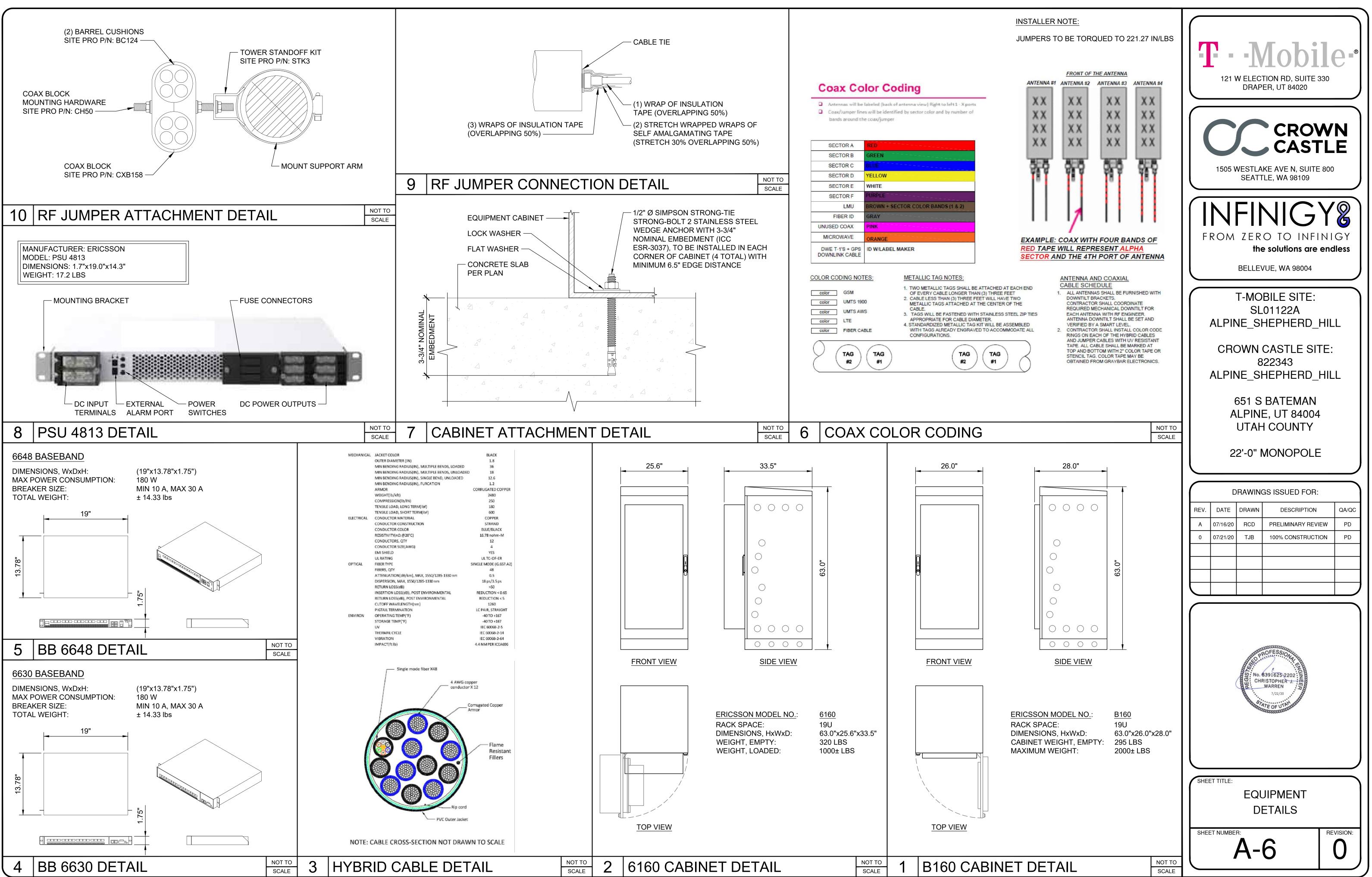
ACTOR IS TO REFER TO T-MOBILE'S MOST AT RADIO FREQUENCY DATA SHEET (RFDS) O CONSTRUCTION. ENGTH IS APPROXIMATE. CONTRACTOR TO ERIFY CABLE LENGTHS PRIOR TO ORDERING, ATION, OR INSTALLATION OF CABLES.	T - Mobile ® 121 W ELECTION RD, SUITE 330 DRAPER, UT 84020
SED EQUIPMENT IS INDICATED BY BOLD TEXT.	CROWN CASTLAKE AVE N, SUITE 800 SEATTLE, WA 98109
	FROM ZERO TO INFINIGY the solutions are endless BELLEVUE, WA 98004
	T-MOBILE SITE: SL01122A ALPINE_SHEPHERD_HILL CROWN CASTLE SITE: 822343
NOT TO SCALE	ALPINE_SHEPHERD_HILL 651 S BATEMAN ALPINE, UT 84004 UTAH COUNTY 22'-0" MONOPOLE
	DRAWINGS ISSUED FOR:
EXISTING CROWN CASTLE MONOPOLE PROPOSED T-MOBILE PANEL ANTENNA MOUNTED TO MONOPOLE (1 PER SECTOR, 3 TOTAL) 1 6 A-5 $A-5$	REV.DATEDRAWNDESCRIPTIONQA/QCA07/16/20RCDPRELIMINARY REVIEWPD007/21/20TJB100% CONSTRUCTIONPD
PROPOSED T-MOBILE PANEL ANTENNA MOUNTED TO MONOPOLE (1 PER SECTOR, 3 TOTAL) (1) (2) (No. 6391625-2202 CHRISTOPHER J. WARREN 7/22/20
EXISTING T-MOBILE PANEL ANTENNA (1 PER SECTOR, 3 TOTAL)	SHEET TITLE: ANTENNA PLANS & RF SCHEDULES
NOT TO SCALE	SHEET NUMBER: REVISION: 0



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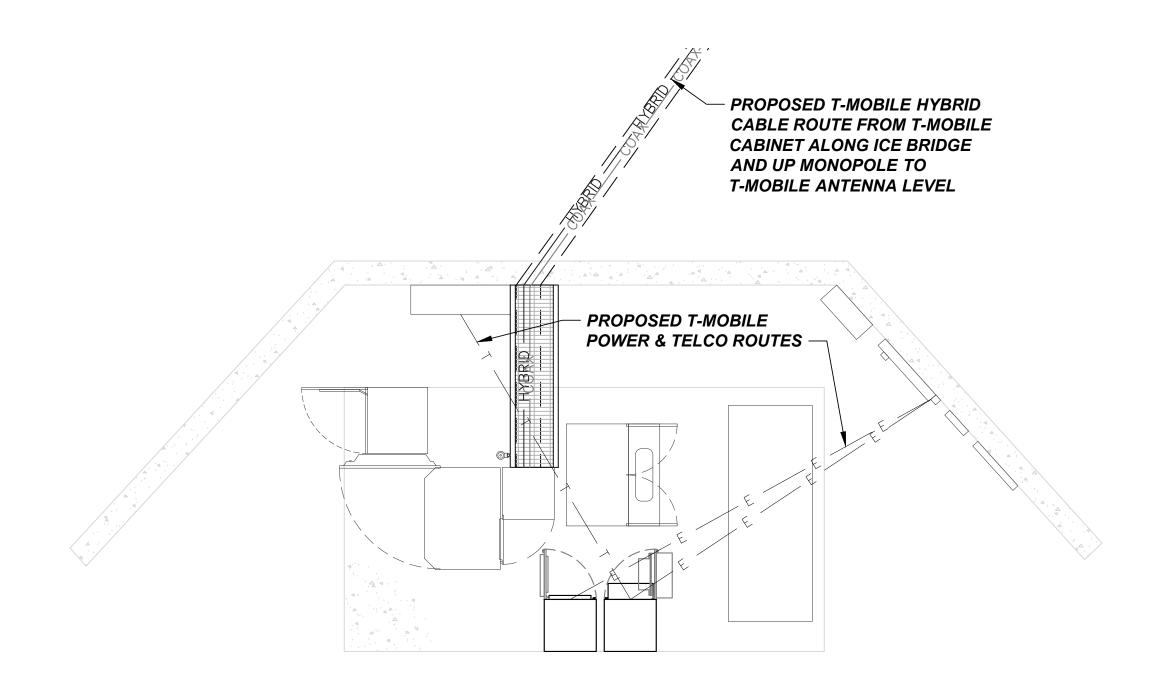


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	- PANEL BUS: 200A MAIN: 200A BREAKER		
LOCATION: ON WALL	SCHEDULE VOLTAGE: 120/240V PHASE/WIRE: 1Ø/3 WIRE		
FED FROM:	- SINGLE PHASE AIC:		
	AMPS / Ø AMPS / DOLES CIDCULT DESCRIPTION		
P# CIRCUIT DESCRIPTION	POLES POLES CIRCUIT DESCRIPTION	P#	
1GENERATOR BLOCK HEATER3UNKNOWN (NO LABEL)	20A1PA50ASURGE SUPPRESSION20A2PB1P	2	
5 GENERATOR BATTERY CHARGER	50A A 150A RBS 3106	6	
	1P B	8	
9 UNKNOWN (NO LABEL) 11	60A A 1P B 2P	10	
13 SPACE	A 200A 6160 CABINET	14	
15 SPACE	B	16	
17 SPACE 19 SPACE	A	18 20	
PANEL ID: <u>SUB</u>	- SUBPANEL BUS:		
LOCATION: ON WALL	SCHEDULE VOLTAGE: 120/240V PHASE/WIRE: 10/3 WIRE		
FED FROM:			
	SPECIALS:		
	AMPS / Ø AMPS / POLES CIRCUIT DESCRIPTION	D#	
P# CIRCUIT DESCRIPTION 1 NOT AVAILABLE FOR USE	POLES POLES CIRCUIT DESCRIPTION A 20A 1P DOG HOUSE OUTLET	P#	
3 UNKNOWN (NO LABEL)	20A 1P B 50 2P 3RD EXT. BTS	4	
5 [3RD EXT. BTS] 7 [MCPA GAMMA]	" A 20A 2P MCPA GAMMA " " B NOT AVAILABLE FOR USE	6	
	ORK / MATERIALS SHOWN ARE BASED UPON PRELIMINA		
INFORMATION PROVIDED BY THE UT	TILITY COMPANIES AND ARE FOR BID PURPOSES ONLY.		
	WITH UTILITY COMPANY FOR FINAL AND EXACT WORK / DNSTRUCT TO UTILITY COMPANY ENGINEERING PLANS /	AND	
	OR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL RO NCASEMENT OF CONDUIT (IF REQUIRED), TRANSFORME	,	
BARRIERS, POLE RISERS, TRENCHIN	IG, BACKFILL, PAY ALL UTILITY COMPANY FEES AND INC		
REQUIREMENTS IN SCOPE OF WOR	Κ.		
3 PANEL SCHEDU	LE	NOT TO SCALE	
φ	- EXISTING INCOMING SERVICE		
POWER PANEL			
	- EXISTING PPC CABINET		
(SEE PANEL SCHEDULE)			
	 #2 BTCW TO H-FRAME GROUND BAR (DO NOT BEND TO NEUTRAL) 		
- -	– 2" GRC OR LIQUID TIGHT CONDUIT		
	FOR AC POWER (CONTRACTOR TO		
	SUPPLY SIZE/QUANTITY CONDUCTORS PER		
• T-MOBILE 6160	MANUFACTURER SPECIFICATIONS)		
2P10	NOTE: CONTRACTOR TO VERIFY WITH		
AC HEATER	MANUFACTURER SPECIFICATIONS		
AC OUTLET	PRIOR TO CONSTRUCTION		
2P30			
RECT. 2 & 4			
2P30 RECT. 5 & 7			
2P30			
P30			
RECT. 9			
2P30			
BATTERY BAY	/ NOT BEND TO NEUTRAL)		
	_		
2 ELECTRICAL ON	E-LINE DIAGRAM	NOT TO SCALE	1 UTILIT

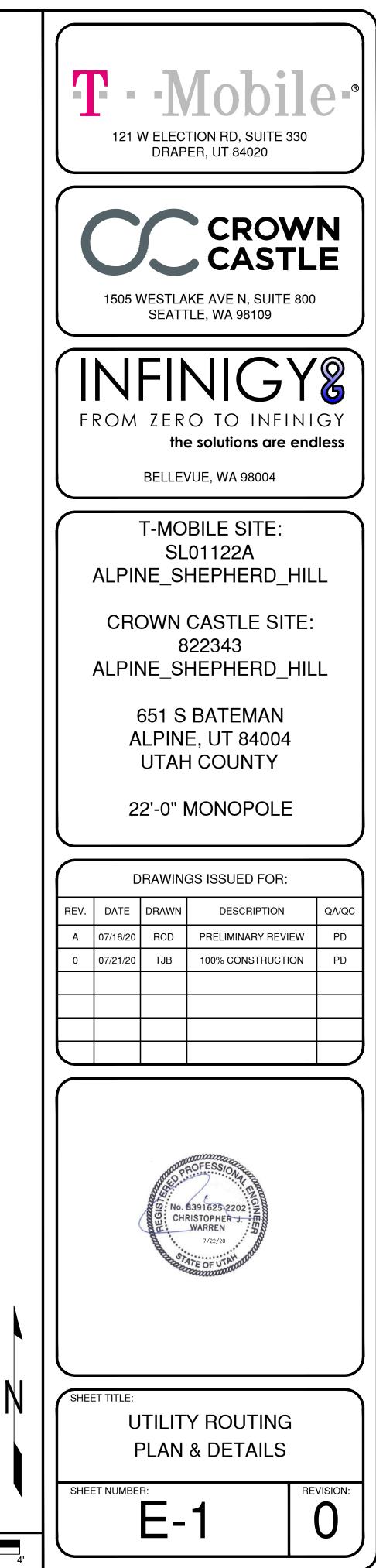


NOT TO
SCALE1UTILITY ROUTING PLAN

22"x34" SCALE: 1/4" = 1'-0" 11"x17" SCALE: 1/8" = 1'-0"

4' 3' 2' 1' 0'

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GROUNDING SYMBOLS

GROUND BAR

GROUND ROD WITH ACCESS

CHEMICAL GROUND ROD

GROUND ROD

 \otimes

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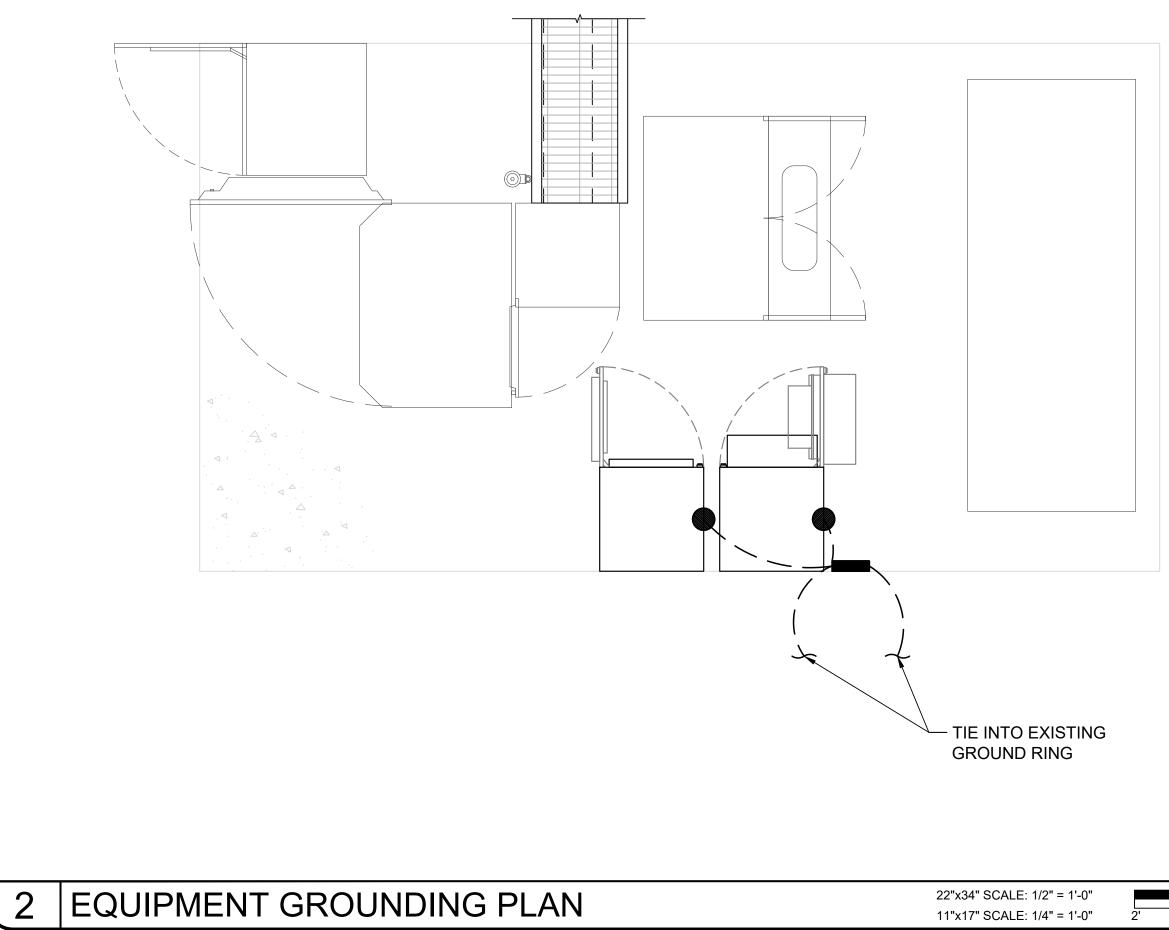
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CADWELD TYPE CONNECTION

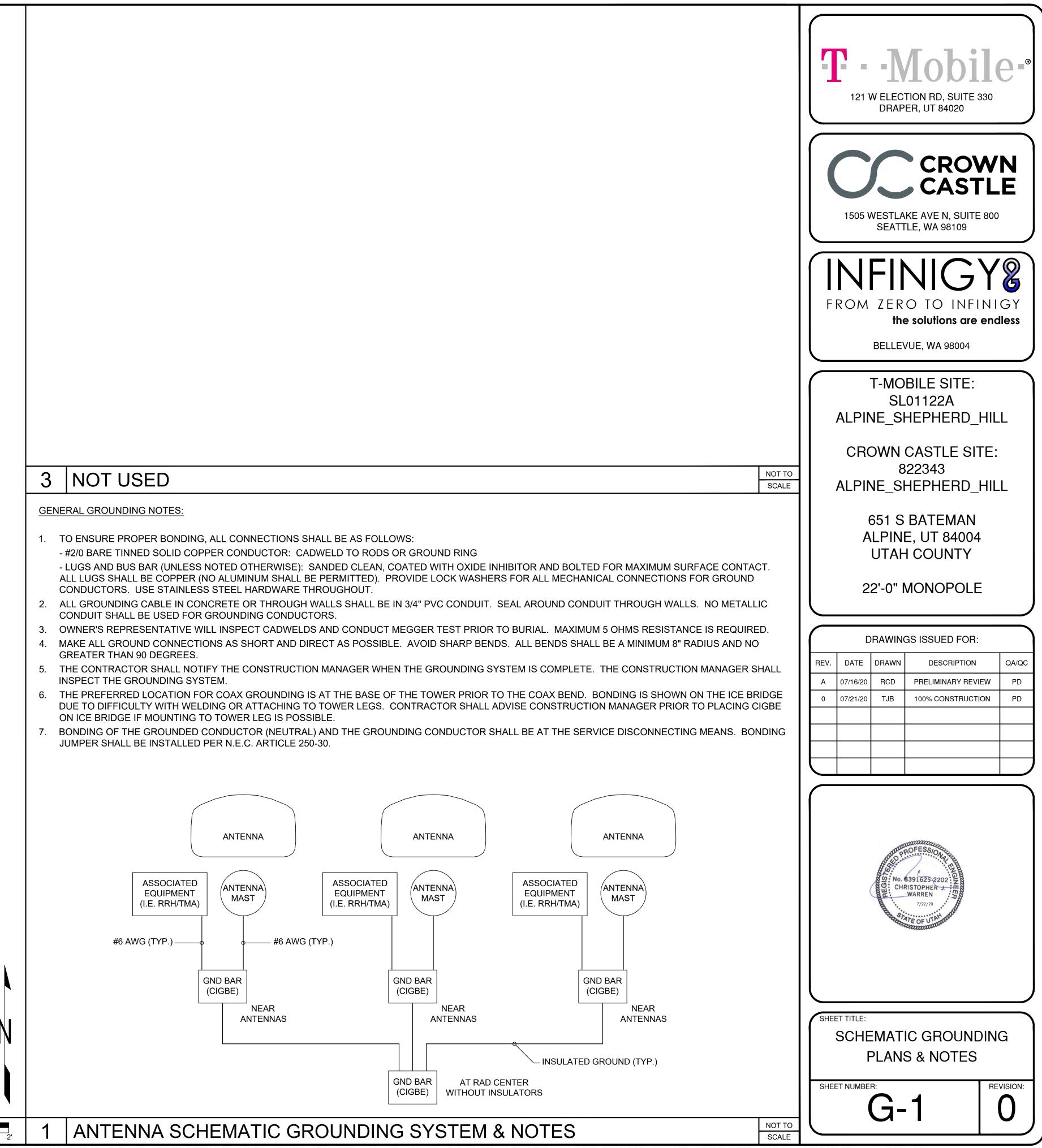
COMPRESSION TYPE CONNECTION

GROUNDING WIRE

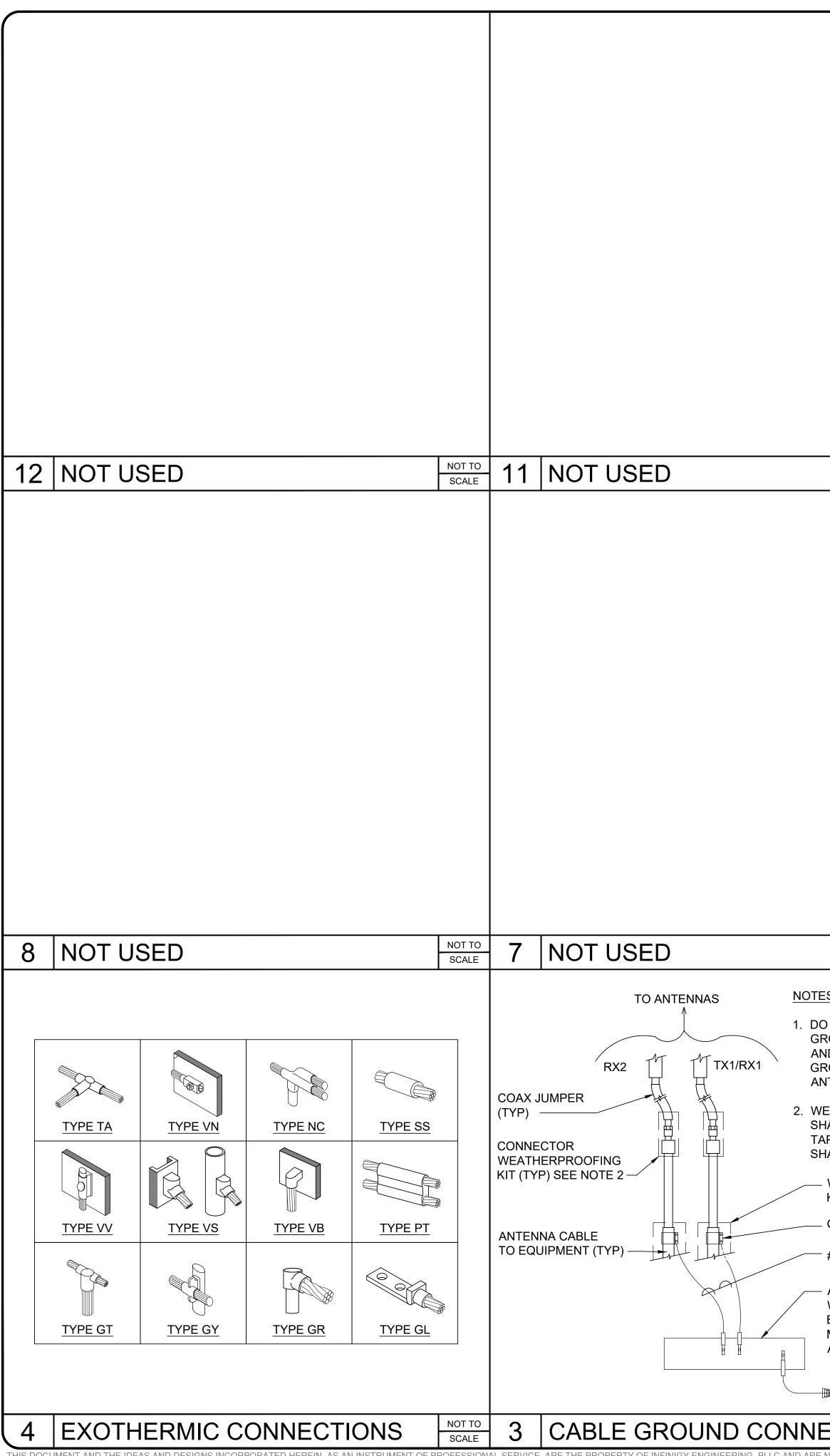
TYPICAL: #6 AWG FROM EQUIPMENT TO GROUND BAR; #2 FROM GROUND BAR TO GROUND RING, FROM METER TO GROUND RING, AND FOR GROUND RING.



- #2/0 BARE TINNED SOLID COPPER CONDUCTOR: CADWELD TO RODS OR GROUND RING
- CONDUCTORS. USE STAINLESS STEEL HARDWARE THROUGHOUT.
- **GREATER THAN 90 DEGREES.**
- INSPECT THE GROUNDING SYSTEM.
- ON ICE BRIDGE IF MOUNTING TO TOWER LEG IS POSSIBLE.
- JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250-30.

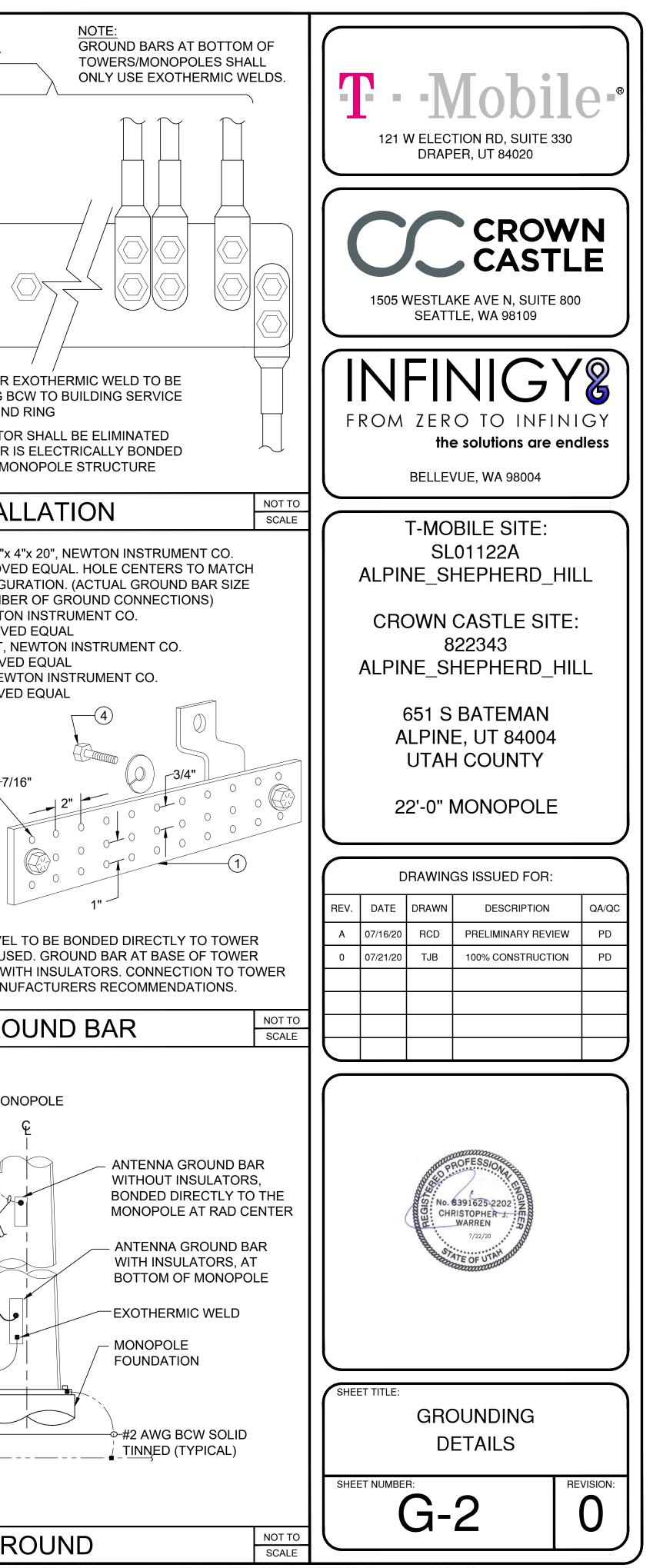


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MOTES ONOT USED MOTES 9 GROUND CONJUNCT MOTES 10 NOT USED 90 GROUND CONJUNCT MOTES 0 OPPER CROUND AND CONJUNCT 0 OPPER CROUND AND CONJUNCT MOTES 0 0 OPPER CROUND AND CONJUNCT 0 0 OPPER CROUND AND CONJUNCT MOTES 0 0 0 0 OPPER CROUND AND CONJUNCT 0 <td< th=""><th></th><th></th><th></th><th></th></td<>				
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20 North Main Alpine, UT 84004 • 801-756-6347 (Phone) • 801-756-1189 (Fax) • www.alpinecity.org

Article 4.14 of the Alpine Development Code outlines the requirements necessary for Site Plan compliance for single-family residential dwellings and commercial structures **not** located in an approved subdivision. Commercial Site Plans also need to be in accordance with any additional requirements of the Business Commercial zone that are applicable. Applicants must follow the City's planning process including making and attending appointments with the Development Review Committee (DRC) and the Planning Commission.

Please follow this checklist to ensure a complete and proper Site Plan submittal.

Submission Requirements

Applicant Use	Office Use	
X1		The applicant shall meet with the DRC to discuss the proposed site plan before submitting an application or any plans.
Ä		All required documentation shall be submitted to the City Planner fourteen (14) days prior to a scheduled Planning Commission meeting or ten (10) days for a resubmission, including:
		 The Site Plan Checklist, Site Plan Application and required fees. an electronic copy of the site plan in a compatible format (AutoCAD); Three (3)D size (22" x 34") copies of the site plan drawn to scale; and ten (10) 11"x17" copies of the site plan drawn to scale.
۵		The site plan conforms to Article 4.7 (Design Standards), Article 4.8 (Construction Standards), and Article 4.10 (Financial Responsibility) of the Alpine City Subdivision Ordinance. If it is a commercial site plan, it also conforms to any additional requirements that are applicable to the site plan in Article 3.7 (Business/Commercial District) of the Alpine City Development Code.

A Developer's Agreement shall be executed between the City and the Developer outlining the conditions of approval of the site plan. The Development Agreement may include but is not limited to the following examples: any special conditions, trails, landscape issues, or off-site improvements. Rights-of-ways must be dedicated to Alpine City.

Hello there, Mr. Chagnon,

We have received all the needed information to begin your dig permitting process.

The completed dig permit should be ready for you to pick up at our office by close of business, **August 3 Good day**

Site Plan Application

Good day,

Matt Goad Month Alpine, UT 84004 • 801-756-6347 (Phone) • 801-756-1189 (Fax) • www.alpinecity.org CADD Operator

Contact Information

Applicant T-Mobile - Craig Chagnon as agent								
Address 2055 S. Stearman Dr.	_City _Chandler	State <u>AZ</u> Zip <u>85286</u>						
Phone <u>801-979-9077</u> Fax	Email	craig.chagnon@crowncastlel.c om						
EngineerINFINIGY ENGINEERING								
Address	_City	_ State Zip						
Phone (206) 375-3798 Fax	Email	_pdanneberg@infinigy.com						
Representative Craig Chagnon / Crown Castle (Person who will be at City meetings to represent the proposed plan. If it is someone other than the applicant/engineer, please indicate his/her relationship to the project.)								
Address 2055 S. Stearman Dr.								
Phone 801-979-9077 Fax	Email	craig.chagnon@crowncastlel.co						
Send City Engineer's review comments to:								
Project Information								
Name of Project								
Project Address651 S Bateman	Current Use _	Wireless Telecom Facility						
Project Size (in acres)0.01	Current Zoning	CR-20,000						
Source of Water Rights N/A								
Alpine Irrigation Shares: # of Primary Shares	# of Seco	ndary Shares						
Other Water Rights: Source	# of Acreage Feet							
Requesting Cash in lieu of Water Rights Opt	ion							
Site Plan Fee \$250.00 Amount (Actual cost of City Engineer's review + \$150.00 [\$250.00 fe	t Paid	_ Date Paid07.30.20						
Applicant Signature Craig Chagnon		Date07.28.2020						

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance 2020-16: Intermunicipal Street Connections

FOR CONSIDERATION ON: 8 September 2020

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER:

Approve the ordinance as proposed.

BACKGROUND INFORMATION:

On July 14, 2020, the City Council adopted Resolution 2020-09, which began the process of amending the City's General Plan and land use ordinances as they pertain to streets and roads going in and out of the City. On August 4, 2020 the Planning Commission discussed new language for the Transportation Element of the General Plan, and on August 18, 2020 the Planning Commission drafted a new ordinance to help enforce the language from the General Plan. The Planning Commission held a public hearing and made a recommendation at the September 1,2020 Planning Commission meeting.

MOTION: Alan MacDonald moved to recommend approval of Ordinance 2020-16 as proposed.

Ed Bush seconded the motion. There were 6 Ayes and 0 Nays (recorded below). The motion passed unanimously.

Nays:

None

STAFF RECOMMENDATION:

Alan MacDonald

Ethan Allen Jane Griener Sylvia Christiansen

Troy Slade Ed Bush

Aves:

Approve Ordinance 2020-16 as proposed.

SAMPLE MOTION TO APPROVE:

I motion that Ordinance 2020-16 be approved as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I motion that Ordinance 2020-16 be approved with the following conditions/changes:

• ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I motion that Ordinance 2020-16 be tabled/denied based on the following:

• ***Insert Finding***

ALPINE CITY ORDINANCE 2020-16

AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 4.07.040 AND OF THE ALPINE CITY DEVELOPMENT CODE PERTAINING TO STREET CONNECTIONS TO OTHER MUNICIPALITIES.

WHEREAS, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance to set forth the requirements for street connections to other municipalities; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of Alpine City, in the State of Utah, as follows: The amendments to Article 3.01.130 contained in the attached document will supersede Article 4.07.040 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: <u>AMENDMENT</u> "4.07.040 Streets And Street Requirements" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

4.07.040 Streets And Street Requirements

- 1. Subdivision plans shall be consistent with the Major Street Plan, which has been adopted as part of the Transportation and Circulation element of the General Plan of the City.
 - a. Collector Streets (feeder). Where the area of a proposed subdivision includes any Collector class streets, as shown on the Major Street Plan, the subdivision plan shall incorporate such streets in the location shown on the Major Street Plan, and the approval of the Final Plat shall include the dedication of the rightof-way and its improvement in accordance with the applicable City standards.
 - b. Minor Streets (local service). Where the area of a proposed subdivision includes any Minor class streets, as shown on the Major Street Plan, the subdivision plan shall provide for such street in the approximate location shown on the Major Street Plan, and the approval of the Final Plat shall include the dedication of the right-of-way and its improvement in accordance with the applicable City standards.
 - c. Arterial Streets. Where the area of a proposed subdivision includes any arterial

class streets, as shown on the Major Street Plan, the subdivision plan shall incorporate such streets in the location shown on the Major Street Plan, and the approval of the Final Plat shall include the dedication of the right-of-way and its improvement in accordance with the applicable City standards.

- 2. **Through Traffic**. Minor streets shall be laid out to encourage circulation but discourage through traffic. Subdivisions with 20 or more lots shall provide two working accesses to the development.
- 3. **Stub Streets** (Amended by Ord. 96-08, 5/28/96; Amended by Ord. 2013-01, 1/15/13). Shall be required to provide adequate circulation Temporary turnaround required in certain instances--Subsequent development of adjacent property to incorporate.
 - a. In order to facilitate the development of an adequate and convenient circulation system within the City, and to provide access for the logical development of adjacent vacant properties, the City shall, as a condition of approval, require the subdivision plan to include one or more temporary dead end streets (stub streets) which extend to the boundary of the parcel, and dedicate the right-of-way to the property line to the City to insure that adjacent properties are not landlocked.
 - b. All such stub streets shall be fully developed with full City street and utility improvements to the boundary of the subdivision unless it can be shown by the applicant for the subdivision that the need for a fully improved street does not have an essential link to a legitimate government interest or that the requirement to fully improve the stub street is not roughly proportionate, both in nature and extent to the impact of the proposed subdivision on the City.
 - c. Factors to be considered in determining whether or not the requirement to install a fully improved street is considered proportionate may include but not be limited to:
 - i. The estimated cost to improve the stub street;
 - ii. Whether or not the stub street will be essential to provide reasonable access to the undeveloped parcel;
 - iii. The number of lots in the proposed subdivision that will be accessed from the improved stub street;
 - iv. The estimated number of lots that can be developed in the future on the adjacent undeveloped parcel through use of the stub street.

After receiving a recommendation by the Planning Commission, if the City Council determines that the stub street need not be fully developed either because it does not further a legitimate government interest or that the requirement is disproportionate to the impact of the proposed subdivision on the City, then only the right-of-way for the stub street shall be dedicated to the City and the requirement to improve the stub street shall be placed on the undeveloped adjacent parcel as a condition of the development if the adjacent property is ever developed.

d. Any such stub street having a length of more than 150 feet or providing primary vehicular access to one or more lots shall be terminated by an improved temporary turn-around designed and constructed in accordance with the City

Standards. Where any portion of the temporary turn-around is to be located on private property, use of the portion located on private property by the public shall be secured through the conveyance of an easement for that purpose.

- e. Any plan for the subsequent development of the adjacent property shall provide for the continuation of any such stub street and shall bear the burden of designing such stub street or streets in accordance with City standards.
- 4. **Intersections**. Intersections of minor streets with major streets shall be kept to the minimum.
- 5. **Right-of-Way Width**. Minimum right-of-way widths for local streets shall be the following:
 - a. Arterial major street: 66 feet
 - b. Collector street: 60 feet
 - c. Minor street, rural road, secondary access, or frontage road: 54 feet
- 6. **Roadway Width**. Local streets shall have roadway widths and classifications as follows (add four feet [4'] for curb where required):
 - a. Arterial street: 42 feet, paved
 - b. Collector street: 36 feet, paved
 - c. Minor street or frontage road: 30 feet, paved
 - d. (Rural roads: 26 feet, paved) Requires a recommendation by the Planning Commission and approval by the City Council through the Subdivision exception procedure.
 - e. Secondary Access: At least the minimum width and improvements required by the Utah State Fire Code, or its successor code, for emergency access along with such other improvements such as surface type, curb and gutter, and gating at the discretion of the City Council and upon recommendation of the Planning Commission and City Engineer approval.
- 7. **Road Shoulders**. Where curbs are not required to be installed, a minimum of ten foot shoulders shall be provided on each side of the street unless parking is prohibited.
- 8. **Partial-Width Streets**. All streets within and adjacent to a subdivision shall either have been previously conveyed to the City by deed or dedication or shall be shown on the final plat for dedication to the City for street purposes.

All streets shown on the final plat for dedication to the City shall conform to the minimum standards for street width and improvements for the entire width of the street, except that the City Council may accept the dedication and improvement of partial width streets provided:

- a. That the proposed partial width street is located at the border of the subdivision and the land abutting the proposed uncompleted side of the street is not owned by the subdivider.
- b. The width of the right-of-way of the partial width street shall be not less than thirty- nine (39) feet in the instance of a minor class street and forty-two (42) feet in the instance of a collector class street.
- c. Upon approval of the City Council the improvements constructed on the partial width street may include: (a) the curb, gutter and sidewalk improvements adjacent to all abutting lots in the subdivision, (b) the water and sewer line, (c) a

hard surfaced travelway portion having a width not less than one/half that required for the specified street class plus an additional twelve (12) feet of width, (d) all utility systems in the partial width street shall be located and constructed as set forth in City standards, and (e) storm drains.

- d. That there are no existing conditions which would have the effect of preventing the subsequent development of the remaining portion of the street.
- e. That construction of the partial width street at the proposed location will not create an unsafe or hazardous condition.

No final plat shall be approved where access to a proposed or existing street from adjacent property is proposed to be prohibited or is impaired by an access retainer strip ("nuisance" or "protective" strip).

- 9. Cul-de-sac Streets.(Ord 96-08 amended 5/28/96) Cul-de-sacs (dead end streets) shall be used only where unusual conditions exist which make other designs undesirable. Each cul-de-sac street shall have a minimum right-of-way width of fifty-four (54) feet and must be terminated by a turn-around having a radius of not less than sixty (60) feet to the property line. The maximum length of a cul-de-sac shall be four hundred and fifty (450) feet as measured from the center of the turn-around to the point of connection to the next intersecting street. Surface water must drain away from the turn-around, except where surface water cannot be drained away from the turn-around along the street, due to grade, necessary catch basins and drainage easements shall be provided.
- 10. Number of Streets at Intersection. No more than four streets shall enter an intersection.
- 11. **Angle of Street Intersections**. Streets shall intersect at ninety degrees, except where otherwise recommended as necessary by the Planning Commission and approved by the City Council. The minimum radius of property lines and back of curb at intersections shall be fifteen (15) feet and twenty-five (25) feet respectively
- 12. **Centerline of Intersecting Streets**. The centerline of two subordinate streets meeting a through street from opposite sides shall extend as a continuous line, or the centerline shall be offset at least one hundred fifty (150') feet. An exception may be given to the off-set requirement of up to 15 feet as recommended by the City Engineer and Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04)
- 13. **Curved Streets Preferred**. In the design of subdivisions, curving streets shall be preferred to straight streets or rigid ninety degree grid systems.
- 14. **Frontage on Arterial Streets**. Driveways or other vehicular accesses to an individual lot that open onto any public street designated by the official City Street Plan as an arterial street may be used as an access if it is recommended by the City Engineer and Planning Commission and approved by the City Council. Turn-arounds, hammerhead or side-entry driveways must be incorporated to ensure that vehicles will not back out on arterial streets. (Amended by Ord. 2004-13, 9/28/04)
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ensure at least two access points. Looped roads with a single access are not allowed.

- b. Exceptions. Where terrain features or other physical obstacles make provision of a second access impractical, a single access may be approved by the City Council after obtaining the recommendation of the Fire Chief and the Planning Commission.
- c. Specifications. All secondary access roads shall have a minimum all weather surface width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches to permit two-way traffic. These provisions will apply in lieu of those provided in Section 503 of the International Fire Code.
- 16. Intermunicipal Street Connections. There shall be no new street connections to municipalities outside of Alpine City unless the connection is existing or planned as shown on the Transportation Master Plan.

(Ord. 98-19 amending Ord. 78-03) (Amended by Ord. 2014-12, 7/08/14; Ord. 2016-03, 02/23/16)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Lon Lott				
Carla Merrill				
Gregory Gordon				
Jason Thelin				
Jessica Smuin				
Presiding Officer		Atte	st	

Troy Stout, Mayor, Alpine City

Bonnie Cooper, City Recorder Alpine City

ALPINE CITY ORDINANCE 2020-16

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- 16. **Intermunicipal Street Connections.** There shall be no new street connections to municipalities outside of Alpine City unless the connection is existing or planned as shown on the Transportation Master Plan.

(Ord. 98-19 amending Ord. 78-03) (Amended by Ord. 2014-12, 7/08/14; Ord. 2016-03, 02/23/16)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Lon Lott				
Carla Merrill				
Gregory Gordon				
Jason Thelin				
Jessica Smuin				
Presiding Officer		Atte	st	

Troy Stout, Mayor, Alpine City

Bonnie Cooper, City Recorder Alpine City

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance 2020-17 – Wireless Telecommunications

FOR CONSIDERATION ON: 8 September 2020

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER:

Approve the ordinance as proposed.

BACKGROUND INFORMATION:

Wireless telecommunications providers consistently upgrade towers or antennas in Alpine City. If the upgrades do not substantially change the physical dimensions of the existing towers or base stations, the upgrades must be approved. Per the FCC:

State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. For purposes of this Part, the term ''eligible facilities request'' means any request for modification of an existing wireless tower or base station that involves:

- collocation of new transmission equipment;
- removal of transmission equipment; or
- replacement of transmission equipment.

Based on the above language the City must approve ALL modification to an existing wireless facility or tower if that modification does not "substantially change" the tower or base station. Since they must be approved in the above circumstances, staff is proposing that the ordinance be updated to allow these types of modifications to be approved at a staff level.

MOTION: Sylvia Christiansen moved to recommend approval of Ordinance 2020-17 as proposed with a title change on E, (Substantial increase in the size of the tower). Ethan Allen seconded the motion. There were 6 Ayes and 0 Nays (recorded below). The motion passed unanimously.

STAFF RECOMMENDATION:

Approve Ordinance 2020-17 as proposed.

SAMPLE MOTION TO APPROVE:

I motion that Ordinance 2020-17 be approved as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I motion that Ordinance 2020-17 be approved with the following conditions/changes:

• ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I motion that Ordinance 2020-17 be tabled/denied based on the following:

Insert Finding

First Amendment to

NATIONWIDE PROGRAMMATIC AGREEMENT For the COLLOCATION OF WIRELESS ANTENNAS

Executed by

The FEDERAL COMMUNICATIONS COMMISSION, The NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS and The ADVISORY COUNCIL ON HISTORIC PRESERVATION

WHEREAS, the Federal Communications Commission (FCC), the Advisory Council on Historic Preservation (the Council) and the National Conference of State Historic Preservation Officers (NCSHPO) executed this Nationwide Collocation Programmatic Agreement on March 16, 2001 in accordance with 36 CFR Section 800.14(b) to address the Section 106 review process as it applies to the collocation of antennas; and,

WHEREAS, the FCC encourages collocation of antennas where technically and economically feasible, in order to reduce the need for new tower construction; and in its Wireless Infrastructure Report and Order, WT Docket No. 13-238, et al, released October 21, 2014, adopted initial measures to update and tailor the manner in which it evaluates the impact of proposed deployments on the environment and historic properties and committed to expeditiously conclude a program alternative to implement additional improvements in the Section 106 review process for small deployments that, because of their characteristics, are likely to have minimal and not adverse effects on historic properties; and,

WHEREAS, the Middle Class Tax Relief and Job Creation Act of 2012 (Title VI — Public Safety Communications and Electromagnetic Spectrum Auctions, Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156 (2012)) was adopted with the goal of advancing wireless broadband services, and the amended provisions in this Agreement further that goal; and,

WHEREAS, advances in wireless technologies since 2001 have produced systems that use smaller antennas and compact radio equipment, including those used in Distributed Antenna Systems (DAS) and small cell systems, which are a fraction of the size of traditional cell tower deployments and can be installed on utility poles, buildings, and other existing structures as collocations; and,

WHEREAS, the parties to this Collocation Agreement have taken into account new technologies involving use of small antennas that may often be collocated on utility poles, buildings, and other existing structures and increase the likelihood that such collocations will have minimal and not adverse effects on historic properties, and rapid deployment of such infrastructure may help meet the surging demand for wireless services, expand broadband access, support innovation and wireless opportunity, and enhance public safety—all to the benefit of consumers and the communities in which they live; and,

WHEREAS, the FCC, the Council, and NCSHPO have agreed that these new measures should be incorporated into this Collocation Agreement to better manage the Section 106 consultation process and streamline reviews for collocation of antennas; and,

WHEREAS, the FCC, the Council, and NCSHPO have crafted these new measures with the goal of promoting technological neutrality, with the goal of obviating the need for further amendments in the future as technologies evolve; and,

WHEREAS, notwithstanding the intent to draft provisions in a manner that obviates the need for future amendments, in light of the public benefits associated with rapid deployment of the facilities required to provide broadband wireless services, the FCC, the Council, and NCSHPO have agreed that changes in technology and other factors relating to the placement and operation of wireless antennas and associated equipment may necessitate further amendments to this Collocation Agreement in the future; and,

WHEREAS, the FCC, the Council, and NCSHPO have agreed that with respect to the amendments involving the use of small antennas, such amendments affect only the FCC's review process under Section 106 of the NHPA, and will not limit State and local governments' authority to enforce their own historic preservation requirements consistent with Section 332(c)(7) of the Communications Act and Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012; and,

WHEREAS, the FCC, the Council, and NCSHPO acknowledge that federally recognized Indian tribes (Indian tribes), Native Hawaiian Organizations (NHOs), SHPO/THPOs, local governments, and members of the public make important contributions to the Section 106 review process, in accordance with Section 800.2(c) & (d) of the Council's rules, and note that the procedures for appropriate public notification and participation in connection with the Section 106 process are set forth the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process (NPA); and,

WHEREAS, the parties hereto agree that the amended procedures described in this amendment to the Collocation Agreement are, with regard to collocations as defined herein, a proper substitute for the FCC's compliance with the Council's rules, in accordance and consistent with Section 106 of the National Historic Preservation Act and its implementing regulations found at 36 CFR Part 800; and,

WHEREAS, the FCC sought comment from Indian tribes and Native Hawaiian Organizations regarding the terms of this amendment to the Collocation Agreement by letters dated April 17, 2015, July 28, 2015, and May 12, 2016, as well as during face-to-face meetings and conference calls, including during the Section 106 Summit in conjunction with the 2015 annual conference of the National Association of Tribal Historic Preservation Officers (NATHPO); and,

WHEREAS, the terms of this amendment to the Collocation Agreement do not apply on "tribal lands" as defined under Section 800.16(x) of the Council's regulations, 36 CFR § 800.16(x) ("Tribal lands means all lands within the exterior boundaries of any Indian reservation and all dependent Indian communities."); and,

WHEREAS, the terms of this amendment to the Collocation Agreement do not preclude Indian tribes or NHOs from consulting directly with the FCC or its licensees, tower companies and applicants for antenna licenses when collocation activities off tribal lands may affect historic properties of religious and cultural significance to Indian tribes or NHOs; and,

WHEREAS, the execution and implementation of this amendment to the Collocation Agreement will not preclude members of the public from filing complaints with the FCC or the Council regarding adverse effects on historic properties from any existing tower or any activity covered under the terms of this Collocation Agreement;

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NOW THEREFORE, in accordance with Stipulation XI (as renumbered by this amendment), the FCC, the Council, and NCSHPO agree to amend the Collocation Agreement to read as follows:

NATIONWIDE PROGRAMMATIC AGREEMENT For the COLLOCATION OF WIRELESS ANTENNAS

Executed by

The FEDERAL COMMUNICATIONS COMMISSION, The NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS and The ADVISORY COUNCIL ON HISTORIC PRESERVATION

WHEREAS, the Federal Communications Commission (FCC) establishes rules and procedures for the licensing of wireless communications facilities in the United States and its Possessions and Territories; and,

WHEREAS, the FCC has largely deregulated the review of applications for the construction of individual wireless communications facilities and, under this framework, applicants are required to prepare an Environmental Assessment (EA) in cases where the applicant determines that the proposed facility falls within one of certain environmental categories described in the FCC's rules (47 C.F.R. § 1.1307), including situations which may affect historical sites listed or eligible for listing in the National Register of Historic Places ("National Register"); and,

WHEREAS, Section 106 of the National Historic Preservation Act (54 U.S.C. §§ 300101 et seq.) ("the Act") requires federal agencies to take into account the effects of their undertakings on historic properties and to afford the Advisory Council on Historic Preservation (Council) a reasonable opportunity to comment; and,

WHEREAS, Section 800.14(b) of the Council's regulations, "Protection of Historic Properties" (36 CFR § 800.14(b)), allows for programmatic agreements to streamline and tailor the Section 106 review process to particular federal programs; and,

WHEREAS, in August 2000, the Council established a Telecommunications Working Group to provide a forum for the FCC, Industry representatives, State Historic Preservation Officers (SHPOs) and Tribal Historic Preservation Officers (THPOs), and the Council to discuss improved coordination of Section 106 compliance regarding wireless communications projects affecting historic properties; and,

WHEREAS, the FCC, the Council and the Working Group have developed this Collocation Programmatic Agreement in accordance with 36 CFR Section 800.14(b) to address the Section 106 review process as it applies to the collocation of antennas (collocation being defined in Stipulation I.B below); and,

WHEREAS, the FCC encourages collocation of antennas where technically and economically feasible, in order to reduce the need for new tower construction; and,

WHEREAS, the parties hereto agree that the effects on historic properties of collocations of antennas on towers, buildings and structures are likely to be minimal and not adverse, and that in the cases

where an adverse effect might occur, the procedures provided and referred to herein are proper and sufficient, consistent with Section 106, to assure that the FCC will take such effects into account; and,

WHEREAS, the execution of this Nationwide Collocation Programmatic Agreement will streamline the Section 106 review of collocation proposals and thereby reduce the need for the construction of new towers, thereby reducing potential effects on historic properties that would otherwise result from the construction of those unnecessary new towers; and,

WHEREAS, the FCC and the Council have agreed that these measures should be incorporated into a Nationwide Programmatic Agreement to better manage the Section 106 consultation process and streamline reviews for collocation of antennas; and,

WHEREAS, since collocations reduce both the need for new tower construction and the potential for adverse effects on historic properties, the parties hereto agree that the terms of this Agreement should be interpreted and implemented wherever possible in ways that encourage collocation; and,

WHEREAS, the parties hereto agree that the procedures described in this Agreement are, with regard to collocations as defined herein, a proper substitute for the FCC's compliance with the Council's rules, in accordance and consistent with Section 106 of the National Historic Preservation Act and its implementing regulations found at 36 CFR Part 800; and,

WHEREAS, the FCC has consulted with the National Conference of State Historic Preservation Officers (NCSHPO) and requested the President of NCSHPO to sign this Nationwide Collocation Programmatic Agreement in accordance with 36 CFR Section 800.14(b)(2)(iii); and,

WHEREAS, the FCC sought comment from Indian tribes and Native Hawaiian Organizations (NHOs) regarding the terms of this Nationwide Programmatic Agreement by letters of January 11, 2001 and February 8, 2001; and,

WHEREAS, the terms of this Programmatic Agreement do not apply on "tribal lands" as defined under Section 800.16(x) of the Council's regulations, 36 CFR § 800.16(x) ("Tribal lands means all lands within the exterior boundaries of any Indian reservation and all dependent Indian communities."); and,

WHEREAS, the terms of this Programmatic Agreement do not preclude Indian tribes or Native Hawaiian Organizations from consulting directly with the FCC or its licensees, tower companies and applicants for antenna licenses when collocation activities off tribal lands may affect historic properties of religious and cultural significance to Indian tribes or Native Hawaiian organizations; and,

WHEREAS, the execution and implementation of this Nationwide Collocation Programmatic Agreement will not preclude Indian tribes or NHOs, SHPO/THPOs, local governments, or members of the public from filing complaints with the FCC or the Council regarding adverse effects on historic properties from any existing tower or any activity covered under the terms of this Programmatic Agreement.

NOW THEREFORE, the FCC, the Council, and NCSHPO agree that the FCC will meet its Section 106 compliance responsibilities for the collocation of antennas as follows.

STIPULATIONS

The FCC, in coordination with licensees, tower companies, applicants for antenna licenses, and others deemed appropriate by the FCC, will ensure that the following measures are carried out.

I. DEFINITIONS

For purposes of this Nationwide Programmatic Agreement, the following definitions apply.

- A. "Antenna" means an apparatus designed for the purpose of emitting radio frequency ("RF") radiation, to be operated or operating from a fixed location pursuant to FCC authorization, for the transmission of writing, signs, signals, data, images, pictures, and sounds of all kinds, including the transmitting device and any on-site equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with that antenna and added to a Tower, structure, or building as part of the original installation of the antenna. For purposes of this Agreement, the term Antenna does not include unintentional radiators, mobile stations, or devices authorized under Part 15 of the FCC's rules.
- B. "Collocation" means the mounting or installation of an antenna on an existing tower, building or structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes, whether or not there is an existing antenna on the structure.
- C. "NPA" is the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process (47 C.F.R. Part 1, App. C).
- D. "Tower" is any structure built for the sole or primary purpose of supporting FCC-licensed antennas and their associated facilities.
- E. "Substantial increase in the size of the tower" means:
 - The mounting of the proposed antenna on the tower would increase the existing height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to avoid interference with existing antennas; or
 - 2) The mounting of the proposed antenna would involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four, or more than one new equipment shelter; or
 - 3) The mounting of the proposed antenna would involve adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable; or
 - 4) The mounting of the proposed antenna would involve excavation outside the current tower site, defined as the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site.

II. APPLICABILITY

A. This Nationwide Collocation Programmatic Agreement applies only to the collocation of antennas as defined in Stipulations I.A and I.B, above.

- B. This Nationwide Collocation Programmatic Agreement does not cover any Section 106 responsibilities that federal agencies other than the FCC may have with regard to the collocation of antennas.
- III. COLLOCATION OF ANTENNAS ON TOWERS CONSTRUCTED ON OR BEFORE MARCH 16, 2001
 - A. An antenna may be mounted on an existing tower constructed on or before March 16, 2001 without such collocation being reviewed through the Section 106 process set forth in the NPA, unless:

1. The mounting of the antenna will result in a substantial increase in the size of the tower as defined in Stipulation I.E, above; or,

2. The tower has been determined by the FCC to have an adverse effect on one or more historic properties, where such effect has not been avoided or mitigated through a conditional no adverse effect determination, a Memorandum of Agreement, a programmatic agreement, or a finding of compliance with Section 106 and the NPA; or,

3. The tower is the subject of a pending environmental review or related proceeding before the FCC involving compliance with Section 106 of the National Historic Preservation Act; or,

4. The collocation licensee or the owner of the tower has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

IV. COLLOCATION OF ANTENNAS ON TOWERS CONSTRUCTED AFTER MARCH 16, 2001

A. An antenna may be mounted on an existing tower constructed after March 16, 2001 without such collocation being reviewed through the Section 106 process set forth in the NPA, unless:

1. The Section 106 review process for the existing tower set forth in 36 CFR Part 800 (including any applicable program alternative approved by the Council pursuant to 36 C.F.R. § 800.14) and any associated environmental reviews required by the FCC have not been completed; or,

2. The mounting of the new antenna will result in a substantial increase in the size of the tower as defined in Stipulation I.E, above; or,

3. The tower as built or proposed has been determined by the FCC to have an adverse effect on one or more historic properties, where such effect has not been avoided or mitigated through a conditional no adverse effect determination, a Memorandum of Agreement, a Programmatic Agreement, or otherwise in compliance with Section 106 and the NPA; or,

4. The collocation licensee or the owner of the tower has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

V. COLLOCATION OF ANTENNAS ON BUILDINGS AND NON-TOWER STRUCTURES

A. An antenna may be mounted on a building or non-tower structure without such collocation being reviewed through the Section 106 process set forth in the NPA, unless:

1. The building or structure is over 45 years old, and the collocation does not meet the criteria established in Stipulation VI herein for collocations of small antennas;¹ or,

2. The building or structure is inside the boundary of a historic district, or if the antenna is visible from the ground level of a historic district, the building or structure is within 250 feet of the boundary of the historic district, and the collocation does not meet the criteria established in Stipulation VII herein for collocations of small or minimally visible antennas; or,

3. The building or non-tower structure is a designated National Historic Landmark, or listed in or eligible for listing in the National Register of Historic Places based upon the review of the FCC, licensee, tower company or applicant for an antenna license, and the collocation does not meet the criteria established in Stipulation VII herein for collocations of small or minimally visible antennas; or,

4. The collocation licensee or the owner of the building or non-tower structure has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

- B. An antenna (including associated equipment included in the definition of Antenna in Stipulation I.A.) may be mounted in the interior of a building, regardless of the building's age or location in a historic district and regardless of the antenna's size, without such collocation being reviewed through the Section 106 process set forth in the NPA, unless:
 - 1) The building is a designated National Historic Landmark, or listed in or eligible for listing in the National Register of Historic Places; or,
 - 2) The collocation licensee or the owner of the building has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or

¹ For purposes of this Agreement, suitable methods for determining the age of a building or structure include, but are not limited to: (1) obtaining the opinion of a consultant who meets the Secretary of Interior's Professional Qualifications Standards for Historian or for Architectural Historian (36 CFR Part 61); or (2) consulting public records.

more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

C. Subsequent to the collocation of an antenna, should the SHPO/THPO or Council determine that the collocation of the antenna or its associated equipment installed under the terms of Stipulation V has resulted in an adverse effect on historic properties, the SHPO/THPO or Council may notify the FCC accordingly. The FCC shall comply with the requirements of Section 106 and the NPA for this particular collocation.

VI. ADDITIONAL EXCLUSION FOR COLLOCATION OF SMALL WIRELESS ANTENNAS AND ASSOCIATED EQUIPMENT ON BUILDINGS AND NON-TOWER STRUCTURES THAT ARE OUTSIDE OF HISTORIC DISTRICTS AND ARE NOT HISTORIC PROPERTIES

A. A small wireless antenna (including associated equipment included in the definition of Antenna in Stipulation I.A.) may be mounted on an existing building or non-tower structure or in the interior of a building regardless of the building's or structure's age without such collocation being reviewed through the Section 106 process set forth in the NPA unless:

1. The building or structure is inside the boundary of a historic district, or if the antenna is visible from the ground level of a historic district, the building or structure is within 250 feet of the boundary of the historic district, and the collocation does not meet the criteria established in Stipulation VII herein for collocations of small or minimally visible antennas; or,

2. The building or non-tower structure is a designated National Historic Landmark; or,

3. The building or non-tower structure is listed in or eligible for listing in the National Register of Historic Places, and the collocation does not meet the criteria established in Stipulation VII herein for collocations of small or minimally visible antennas; or,

4. The collocation licensee or the owner of the building or non-tower structure has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register; or,

5. The antennas and associated equipment exceed the volume limits specified below:

a. Each individual antenna, excluding the associated equipment (as defined in the definition of Antenna in Stipulation I.A.), that is part of the collocation must fit within an enclosure (or if the antenna is exposed, within an imaginary enclosure, i.e., one that would be the correct size to contain the equipment) that is individually no more than three cubic feet in volume, and all antennas on the structure, including any pre-existing antennas on

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the structure, must in aggregate fit within enclosures (or if the antennas are exposed, within imaginary enclosures, i.e., ones that would be the correct size to contain the equipment) that total no more than six cubic feet in volume; and,

- b. All other wireless equipment associated with the structure, including preexisting enclosures and including equipment on the ground associated with antennas on the structure, but excluding cable runs for the connection of power and other services, may not cumulatively exceed:
 - i. 28 cubic feet for collocations on all non-pole structures (including but not limited to buildings and water tanks) that can support fewer than 3 providers; or,
 - ii. 21 cubic feet for collocations on all pole structures (including but not limited to light poles, traffic signal poles, and utility poles) that can support fewer than 3 providers; or,
 - iii. 35 cubic feet for non-pole collocations that can support at least 3 providers; or,
 - iv. 28 cubic feet for pole collocations that can support at least 3 providers; or,

6. The depth and width of any proposed ground disturbance associated with the collocation exceeds the depth and width of any previous ground disturbance (including footings and other anchoring mechanisms). Up to four lightning grounding rods of no more than three-quarters of an inch in diameter may be installed per project regardless of the extent of previous ground disturbance.

- B. The volume of any deployed equipment that is not visible from public spaces at the ground level from 250 feet or less may be omitted from the calculation of volumetric limits cited in this Section.
- C. Subsequent to the collocation of an antenna, should the SHPO/THPO or Council determine that the collocation of the antenna or its associated equipment installed under the terms of Stipulation VI has resulted in an adverse effect on historic properties, the SHPO/THPO or Council may notify the FCC accordingly. The FCC shall comply with the requirements of Section 106 and the NPA for this particular collocation.
- VII. ADDITIONAL EXCLUSIONS FOR COLLOCATION OF SMALL OR MINIMALLY VISIBLE WIRELESS ANTENNAS AND ASSOCIATED EQUIPMENT IN HISTORIC DISTRICTS OR ON HISTORIC PROPERTIES
 - A. A small antenna (including associated equipment included in the definition of Antenna in Stipulation I.A.) may be mounted on a building or non-tower structure or in the interior of a building that is (1) a historic property (including a property listed in or eligible for listing in the National Register of Historic Places) or (2) inside or within 250 feet of the boundary of a historic district without being reviewed through the Section 106 process set forth in the NPA, provided that:

1. The property on which the equipment will be deployed is not a designated National Historic Landmark.

2. The antenna or antenna enclosure (including any existing antenna), excluding associated equipment, is the only equipment that is visible from the ground level, or from public spaces within the building (if the antenna is mounted in the interior of a building), and provided that the following conditions are met:

- a. No other antennas on the building or non-tower structure are visible from the ground level, or from public spaces within the building (for an antenna mounted in the interior of a building);
- b. The antenna that is part of the collocation fits within an enclosure (or if the antenna is exposed, within an imaginary enclosure i.e., one that would be the correct size to contain the equipment) that is no more than three cubic feet in volume; and,
- c. The antenna is installed using stealth techniques that match or complement the structure on which or within which it is deployed;
- 3. The antenna's associated equipment is not visible from:
 - a. The ground level anywhere in a historic district (if the antenna is located inside or within 250 feet of the boundary of a historic district); or,
 - b. Immediately adjacent streets or public spaces at ground level (if the antenna is on a historic property that is not in a historic district); or,
 - c. Public spaces within the building (if the antenna is mounted in the interior of a building).

4. The facilities (including antenna(s) and associated equipment identified in the definition of Antenna in Stipulation I.A.) are installed in a way that does not damage historic materials and permits removal of such facilities without damaging historic materials;

5. The depth and width of any proposed ground disturbance associated with the collocation does not exceed the depth and width of any previous ground disturbance (including footings and other anchoring mechanisms). Up to four lightning grounding rods of no more than three-quarters of an inch in diameter may be installed per project, regardless of the extent of previous ground disturbance; and

6. The collocation licensee or the owner of the building or non-tower structure has not received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register. B. A small antenna (including associated equipment included in the definition of Antenna in Stipulation I.A.) may be mounted on a utility pole or electric transmission tower (but not including light poles, lamp posts, and other structures whose primary purpose is to provide public lighting) that is in active use by a utility company (as defined in Section 224 of the Communications Act) or by a cooperatively-owned, municipal, or other governmental agency and is either: (1) a historic property (including a property listed in or eligible for listing in the National Register of Historic Places); (2) located on a historic property (including a property listed in or eligible for listing in the National Register of Historic Places); or (3) located inside or within 250 feet of the boundary of a historic district, without being reviewed through the Section 106 process set forth in the NPA, provided that:

1. The utility pole or electric transmission tower on which the equipment will be deployed is not located on a designated National Historic Landmark;

2. The antenna, excluding the associated equipment, fits within an enclosure (or if the antenna is exposed, within an imaginary enclosure, i.e., one that would be the correct size to contain the equipment) that is no more than three cubic feet in volume, with a cumulative limit of 6 cubic feet if there is more than one antenna/antenna enclosure on the structure;

3. The wireless equipment associated with the antenna and any pre-existing antennas and associated equipment on the structure, but excluding cable runs for the connection of power and other services, are cumulatively no more than 21 cubic feet in volume;

4. The depth and width of any proposed ground disturbance associated with the collocation does not exceed the depth and width of any previous ground disturbance (including footings and other anchoring mechanisms). Up to four lightning grounding rods of no more than three-quarters of an inch in diameter may be installed per project, regardless of the extent of previous ground disturbance; and

5. The collocation licensee or the owner of the utility pole or electric transmission tower has not received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

C. Proposals to mount a small antenna on a traffic control structure (*i.e.*, traffic light) or on a light pole, lamp post or other structure whose primary purpose is to provide public lighting, where the structure is located inside or within 250 feet of the boundary of a historic district, are generally subject to review through the Section 106 process set forth in the NPA. These proposed collocations will be excluded from such review on a case-by-case basis, if (1) the collocation licensee or the owner of the structure has not received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties; and (2) the structure is not historic (not a designated National Historic Landmark or a property listed in or eligible for listing in the National Register of Historic Places) or considered a contributing or compatible element within the historic district, under the following procedures:

1. The applicant must request in writing that the SHPO concur with the applicant's determination that the structure is not a contributing or compatible element within the historic district.

2. The applicant's written request must specify the traffic control structure, light pole, or lamp post on which the applicant proposes to collocate and explain why the structure is not a contributing element based on the age and type of structure, as well as other relevant factors.

3. The SHPO has thirty days from its receipt of such written notice to inform the applicant whether it disagrees with the applicant's determination that the structure is not a contributing or compatible element within the historic district.

4. If within the thirty-day period, the SHPO informs the applicant that the structure is a contributing element or compatible element within the historic district or that the applicant has not provided sufficient information for a determination, the applicant may not deploy its facilities on that structure without completing the Section 106 review process.

5. If, within the thirty day period, the SHPO either informs the applicant that the structure is not a contributing or compatible element within the historic district, or the SHPO fails to respond to the applicant within the thirty-day period, the applicant has no further Section 106 review obligations, provided that the collocation meets the following requirements:

- a. The antenna, excluding the associated equipment, fits within an enclosure (or if the antenna is exposed, within an imaginary enclosure, i.e., one that would be the correct size to contain the equipment) that is no more than three cubic feet in volume, with a cumulative limit of 6 cubic feet if there is more than one antenna/antenna enclosure on the structure;
- b. The wireless equipment associated with the antenna and any pre-existing antennas and associated equipment on the structure, but excluding cable runs for the connection of power and other services, are cumulatively no more than 21 cubic feet in volume; and,
- c. The depth and width of any proposed ground disturbance associated with the collocation does not exceed the depth and width of any previous ground disturbance (including footings and other anchoring mechanisms). Up to four lightning grounding rods of no more than three-quarters of an inch in diameter may be installed per project, regardless of the extent of previous ground disturbance.
- D. A small antenna mounted inside a building or non-tower structure and subject to the provisions of this Stipulation VII is to be installed in a way that does not damage historic materials and permits removal of such facilities without damaging historic materials.
- E. Subsequent to the collocation of an antenna, should the SHPO/THPO or Council determine that the collocation of the antenna or its associated equipment installed under the terms of Stipulation VII has resulted in an adverse effect on historic properties, the SHPO/THPO or

Council may notify the FCC accordingly. The FCC shall comply with the requirements of Section 106 and the NPA for this particular collocation.

VIII. REPLACEMENTS OF SMALL WIRELESS ANTENNAS AND ASSOCIATED EQUIPMENT

A. An existing small antenna that is mounted on a building or non-tower structure or in the interior of a building that is (1) a historic property (including a designated National Historic Landmark or a property listed in or eligible for listing in the National Register of Historic Places); (2) inside or within 250 feet of the boundary of a historic district; or (3) located on or inside a building or non-tower structure that is over 45 years of age, regardless of visibility, may be replaced without being reviewed through the Section 106 process set forth in the NPA, provided that:

1. The antenna deployment being replaced has undergone Section 106 review, unless either (a) such review was not required at the time that the antenna being replaced was installed, or (b) for deployments on towers, review is not required pursuant to Stipulation III above.

2. The facility is a replacement for an existing facility, and it does not exceed the greater of:

- a. The size of the existing antenna/antenna enclosure and associated equipment that is being replaced; or,
- b. The following limits for the antenna and its associated equipment:
 - i. The antenna, excluding the associated equipment, fits within an enclosure (or if the antenna is exposed, within an imaginary enclosure, i.e., one that would be the correct size to contain the equipment) that is no more than three cubic feet in volume, with a cumulative limit of 6 cubic feet if there is more than one antenna/antenna enclosure on the structure; and,
 - ii. The wireless equipment associated with the antenna and any preexisting antennas and associated equipment on the structure, but excluding cable runs for the connection of power and other services, are cumulatively no more than 21 cubic feet in volume; and,

3. The replacement of the facilities (including antenna(s) and associated equipment as defined in Stipulation I.A.) does not damage historic materials and permits removal of such facilities without damaging historic materials; and,

4. The depth and width of any proposed ground disturbance associated with the collocation does not exceed the depth and width of any previous ground disturbance (including footings and other anchoring mechanisms). Up to four lightning grounding rods of no more than three-quarters of an inch in diameter may be installed per project, regardless of the extent of previous ground disturbance.

B. A small antenna mounted inside a building or non-tower structure and subject to the provisions of this Stipulation VIII is to be installed in a way that does not damage historic materials and permits removal of such facilities without damaging historic materials.

IX. RESERVATION OF RIGHTS

Neither execution of this Agreement, nor implementation of or compliance with any term herein shall operate in any way as a waiver by any party hereto, or by any person or entity complying herewith or affected hereby, of a right to assert in any court of law any claim, argument or defense regarding the validity or interpretation of any provision of the National Historic Preservation Act (54 U.S.C. §§ 300101 *et seq.*) or its implementing regulations contained in 36 CFR Part 800.

X. MONITORING

- A. FCC licensees shall retain records of the placement of all licensed antennas, including collocations subject to this Nationwide Programmatic Agreement, consistent with FCC rules and procedures.
- B. The Council will forward to the FCC and the relevant SHPO any written objections it receives from members of the public regarding a collocation activity or general compliance with the provisions of this Nationwide Programmatic Agreement within thirty (30) days following receipt of the written objection. The FCC will forward a copy of the written objection to the appropriate licensee or tower owner.
- C. Any member of the public may notify the FCC of concerns it has regarding the application of this Programmatic Agreement within a State or with regard to the review of individual undertakings covered or excluded under the terms of this Agreement. Comments shall be directed to the FCC's Federal Preservation Officer. The FCC will consider public comments and, following consultation with the SHPO, potentially affected Tribes, or the Council, as appropriate, take appropriate actions. The FCC shall notify the objector of the outcome of its actions.

XI. AMENDMENTS

If any signatory to this Nationwide Collocation Programmatic Agreement believes that this Agreement should be amended, that signatory may at any time propose amendments, whereupon the signatories will consult to consider the amendments. This agreement may be amended only upon the written concurrence of the signatories.

XII. TERMINATION

- A. If the FCC determines, or if NCSHPO determines on behalf of its members, that it or they cannot implement the terms of this Nationwide Collocation Programmatic Agreement, or if the FCC, NCSHPO or the Council determines that the Programmatic Agreement is not being properly implemented or that the spirit of Section 106 is not being met by the parties to this Programmatic Agreement, the FCC, NCSHPO or the Council may propose to the other signatories that the Programmatic Agreement be terminated.
- B. The party proposing to terminate the Programmatic Agreement shall notify the other signatories in writing, explaining the reasons for the proposed termination and the particulars of the asserted improper implementation. Such party also shall afford the other signatories a reasonable period of time of no less than thirty (30) days to consult and remedy the problems resulting in improper implementation. Upon receipt of such notice, the parties shall consult with each other and notify and consult with other entities that either are involved in such

implementation or would be substantially affected by termination of this Agreement, and seek alternatives to termination. Should the consultation fail to produce within the original remedy period or any extension a reasonable alternative to termination, a resolution of the stated problems, or convincing evidence of substantial implementation of this Agreement in accordance with its terms, this Programmatic Agreement shall be terminated thirty days after notice of termination is served on all parties and published in the Federal Register.

C. In the event that the Programmatic Agreement is terminated, the FCC shall advise its licensees and tower owner and management companies of the termination and of the need to comply with any applicable Section 106 requirements on a case-by-case basis for collocation activities.

XIII. ANNUAL MEETING OF THE SIGNATORIES

The signatories to this Nationwide Collocation Programmatic Agreement will meet annually on or about the anniversary of the effective date of the NPA to discuss the effectiveness of this Agreement and the NPA, including any issues related to improper implementation, and to discuss any potential amendments that would improve the effectiveness of this Agreement.

XIV. DURATION OF THE PROGRAMMATIC AGREEMENT

This Programmatic Agreement for collocation shall remain in force unless the Programmatic Agreement is terminated or superseded by a comprehensive Programmatic Agreement for wireless communications antennas.

Execution of this Nationwide Programmatic Agreement by the FCC, NCSHPO and the Council, and implementation of its terms, constitutes evidence that the FCC has afforded the Council an opportunity to comment on the collocation as described herein of antennas covered under the FCC's rules, and that the FCC has taken into account the effects of these collocations on historic properties in accordance with Section 106 of the National Historic Preservation Act and its implementing regulations, 36 CFR Part 800.

FEDERAL COMMUNICATIONS COMMISSION

2016

NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS

8.3.2016 Date:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Date:

ALPINE CITY ORDINANCE 2020-17

NOW THEREFORE, be it ordained by the Council of Alpine City, in the State of Utah, as follows:

SECTION 1: <u>AMENDMENT</u> "3.27.030 Procedure" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.27.030 Procedure

State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. For purposes of this Part, the term "eligible facilities request" means any request for modification of an existing wireless tower or base station that involves:

- collocation of new transmission equipment;
- removal of transmission equipment; or
- replacement of transmission equipment.
- 1. **Application Requirements**. Any person desiring to develop, construct or establish a personal wireless services facility in the City shall submit an application for site plan approval to the City. A site plan shall be required for all new towers and antennas and any modification or replacement of a tower or antenna. The City shall not consider the application until all required information has been included. The application shall be submitted to the City Planner at least fourteen (14) days prior to the public meeting at which it will be presented to the Planning Commission. The applicant shall include the following:
 - a. Fee. The applicable fee shall be paid to the City Recorder, payable to Alpine City, as set forth in the Alpine City Consolidated Fee Schedule.
 - b. Site Plan. A site plan meeting the City's standard requirements for site plans.
 - c. Notification Letter (new towers and antenna, or Substantial Changes to existing towers and antenna). The applicant shall submit a list of all property owners within five hundred (500) feet of the boundaries of the property where the proposed tower or antenna is to be located. The applicant shall also submit envelopes that have been stamped and addressed to all property owners on the list. The City may require a greater distance if deemed necessary or appropriate. The City shall prepare a notification letter to be sent to the property owners on the list submitted by the applicant to be mailed out at least seven (7) days prior to the public meeting at which the application will be presented to Planning

Commission. The letter shall contain the following information:

- i. Address or location of the proposed tower, co-location, tower modification, etc.
- ii. Name of the applicant.
- iii. Type of tower/antenna (e.g. monopole, roof antenna, etc.)
- iv. Date, time, and place of the public meeting at which the application will be presented to the Planning Commission.
- d. Sign (new towers and antenna, or Substantial Changes to existing towers and <u>antenna</u>). The applicant shall erect a sign of sufficient durability, and print and size quality that is reasonably calculated to give notice to passers-by. The sign shall be posted at least fourteen (14) days prior to the public meeting at which the application will be presented to the Planning Commission. The sign:
 - i. Shall be 4 ft. (H) x 8 ft. (W)
 - ii. Shall not be more than six (6) feet in height from the ground to the highest point of the sign; and
 - iii. Shall be posted five (5) feet inside the property line in a visible location on the property where the tower/antenna is to be located. If the property is located in such a spot that the sign would not be visible from the street, the sign shall be erected in another location close by that will give notice to passers-by, or at Alpine City Hall. The applicant shall be responsible to obtain permission of the property owner to erect the sign. The sign shall include the following information:
 - (1) Address of location of the proposed tower, co-location, tower modification, etc.
 - (2) Type of tower/antenna (e.g. monopole, roof antenna, etc.)
 - (3) Date, time, and place of the public meeting at which the application will be presented to the Planning Commission.
- e. Written Information. The following written information shall be submitted:
 - i. Maintenance. A description of the anticipated maintenance needs for the facility, including frequency of service, personnel needs, equipment needs, and traffic noise or safety impacts of such maintenance.
 - ii. Service Area. A description of the service area for the antenna or tower and a statement as to whether the antenna or tower is needed for coverage or capacity.
 - Licenses and Permits. Copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the antenna.
 - iv. Radio Frequency Emissions. A written commitment to comply with applicable Federal Communications Commission radio frequency emission regulations.
 - v. Liaison. The name of a contact person who can respond to questions concerning the application and the proposed facility. Include name, address, telephone number, facsimile number and electronic mail address, if applicable.

2. Approval Process. The application and site plan shall be reviewed by the City pursuant to its standard site plan approval process. The City shall process all applications within a reasonable time and shall not unreasonably discriminate among providers of functionally equivalent services. Any decision to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record. For modifications to an existing tower, antenna or facility that does not make a Substantial Change, **T**the application and site plan will be reviewed and approved by staff and staff shall act as the land use authority in approving or denying the application and site plan. For any new tower, antenna or facility and/or for any Substantial Change to an existing tower, antenna or facility and. **T**the City Council shall review the application and site plan and shall act as the land use authority in approving or denying in approving or denying the application for a recommendation to City Council and. **T**the City Council shall review the application and site plan.

The Planning Commission may, if it deems necessary, require each application to be reviewed independently by a certified radio frequency engineer, licensed to do such work in the State of Utah. The purpose of the review is to determine if other locations are available to achieve an equivalent signal distribution and not significantly affect the operation of the telecommunications facility. Such a review may be required when an applicant indicates that no other acceptable location exists. The costs of an independent review shall be borne by the applicant.

3. Building Permits

- a. General Requirements. No tower or antenna support structure shall be constructed until the applicant obtains a building permit from the City. No building permit shall be issued for any project for which a site plan or amended site plan is required, until the site plan or amended site plan has been approved by the appropriate authority. If the design or engineering of the antenna support structure is beyond the expertise of the Building Official, the City may require third party review by an engineer selected by the City prior to the issuance of a building permit. The applicant shall pay an additional fee to cover the cost of the third party review.
- b. Additional Requirements for New Towers. If the applicant is constructing a new tower, the applicant shall, if requested by the City, submit a written report from a qualified structural engineer licensed in the State of Utah, documenting the following:
 - i. Height and design of the new tower, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design.
 - ii. Seismic load design and wind load design for the new tower.
 - iii. Total anticipated capacity of the new tower, including number and types of antennas

which can be accommodated.

iv. Structural failure characteristics of the new tower and a demonstration that the site

and setbacks are adequate size to contain debris.v. Soil investigation report, including structural calculations.

(Ord. No. 2006-06, 4/25/06; Amended by Ord. No. 2012-05, 7/10/12; Ord. No. 2014-15, 09/23/14)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

.

	AYE	NAY	ABSENT	ABSTAIN
Lon Lott				
Carla Merrill				
Gregory Gordon				
Jason Thelin				
Jessica Smuin				
Presiding Officer	Attest			

Troy Stout, Mayor, Alpine City

Bonnie Cooper, City Recorder Alpine City

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iv. Structural failure characteristics of the new tower and a demonstration that the site

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PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

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	AYE	NAY	ABSENT	ABSTAIN
Lon Lott				
Carla Merrill				
Gregory Gordon				
Jason Thelin				
Jessica Smuin				
Presiding Officer	Attest			

Troy Stout, Mayor, Alpine City

Bonnie Cooper, City Recorder Alpine City

ALPINE CITY COUNCIL AGENDA

SUBJECT: Transportation Master Plan Update

FOR CONSIDERATION ON: 8 September 2020

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER:

Approve the proposed Transportation Master Plan.

BACKGROUND INFORMATION:

On July 14, 2020, the City Council adopted Resolution 2020-09, which began the process of amending the City's General Plan and land use ordinances as they pertain to streets and roads going in and out of the City. On August 4, 2020, the Planning Commission discussed new language for the Transportation Element of the General Plan, and on August 18, 2020 the Planning Commission discussed changes to the Transportation Master Plan to help enforce the language from the General Plan. The proposed Transportation Master Plan highlights intermunicipal street connections, which are limited to existing or planned street connections.

The Planning Commission held a public hearing and made a recommendation.

MOTION: Ed Bush moved to recommend approval of Transportation Master Plan as proposed. Alan MacDonald seconded the motion. There were 6 Ayes and 0 Nays (recorded below). The motion passed unanimously.

> Ayes: Alan MacDonald Ethan Allen Jane Griener Sylvia Christiansen Troy Slade Ed Bush

<u>Nays:</u> None

STAFF RECOMMENDATION:

Approve the Transportation Master Plan as proposed.

SAMPLE MOTION TO APPROVE:

I motion that the Transportation Master Plan be approved as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

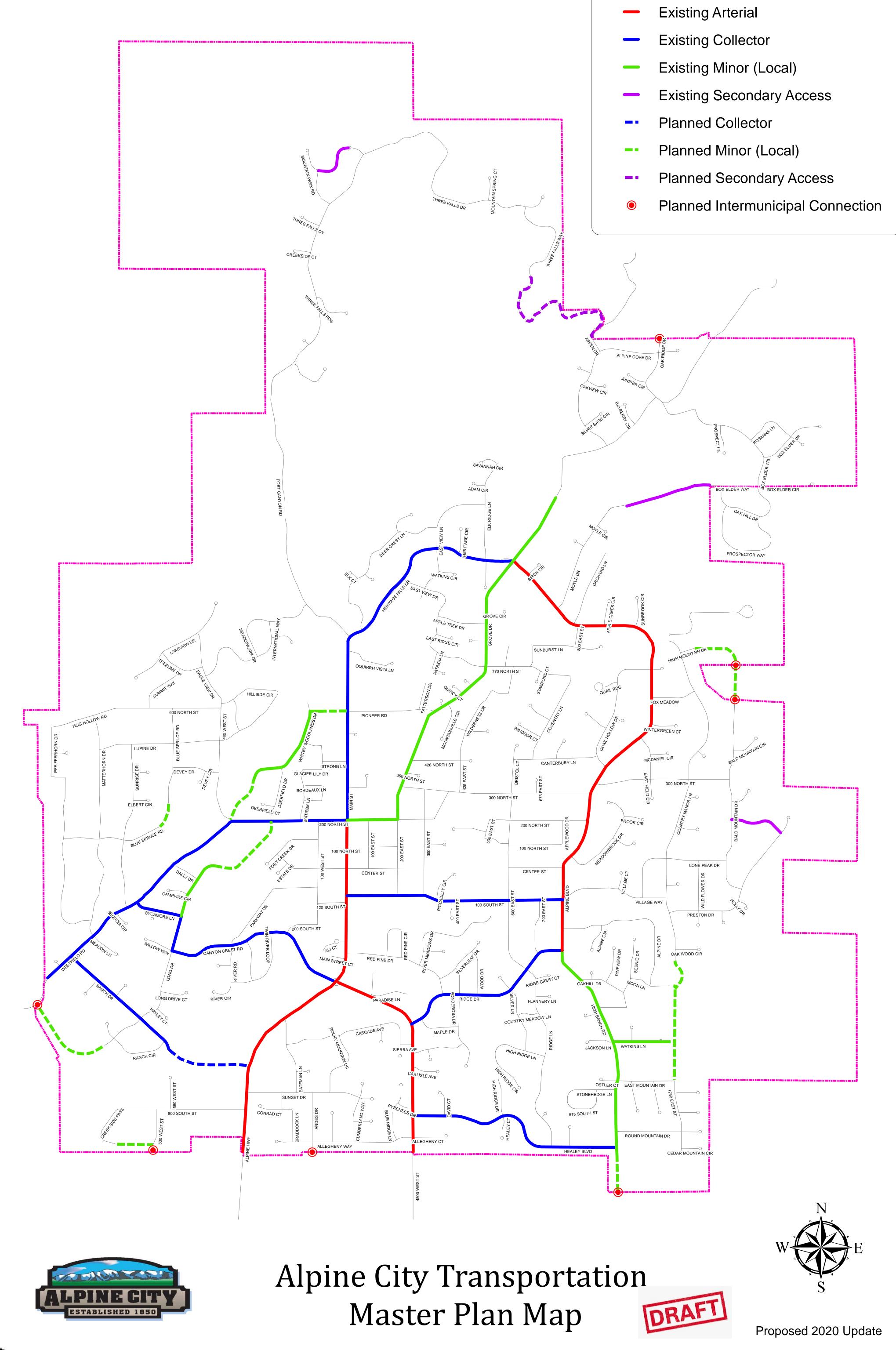
I motion that the Transportation Master Plan be approved with the following conditions/changes:

Insert Finding

SAMPLE MOTION TO TABLE/DENY:

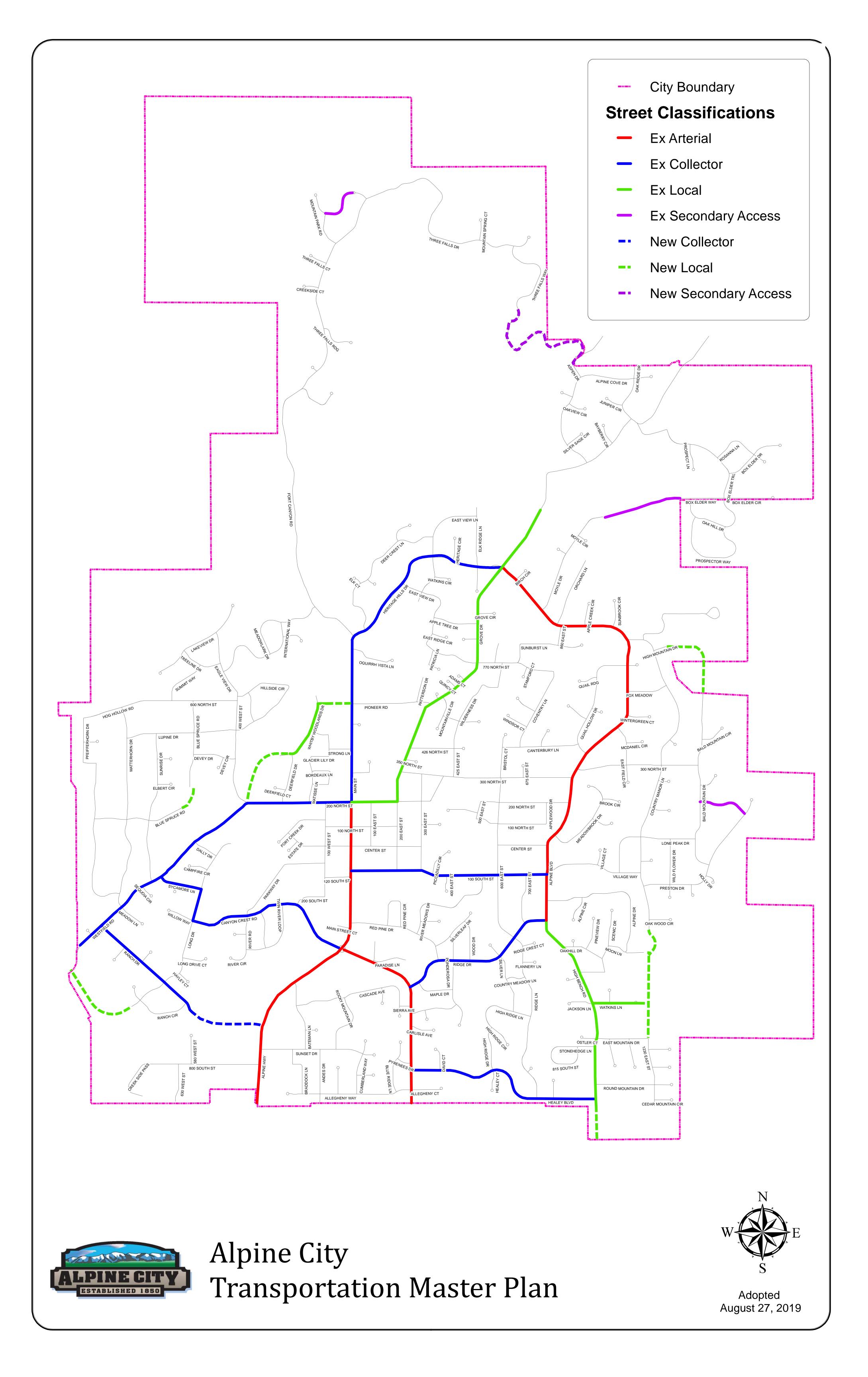
I motion that the Transportation Master Plan be tabled/denied based on the following:

Insert Finding



City Boundary

Street Classifications



ALPINE CITY COUNCIL AGENDA

SUBJECT: Proposed Projects for CARES Act Funds

FOR CONSIDERATION ON: 8 September 2020

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Ap

Approve CARES Act Funds projects.

BACKGROUND INFORMATION:

The City received \$738,985 as their allocation of the CARES Act Funds from Utah County. Guidelines were given for what the funds can be used for. We have included a form that was generated by Utah County to help with determining eligible projects. A list of projects is being refined and we are working with Utah County for "pre-approval" of the projects. The projects will be presented at the City Council meeting. Two larger projects that are being proposed are remodeling the City Hall entrance and a major upgrade to the City Council room audio/visual system. More details will be available at the meeting.

RECOMMENDED ACTION:

Approve the list of projects that will be funded by the CARES Act Funds.



Council Chambers, Conference Room, and Lobby AV Upgrade

8.28.2020

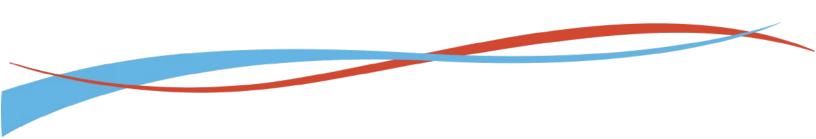
Shawn Sandberg Systems Engineer SSandberg@gencomminc.com (801) 404-4111 GENCOMM, 12393 S. Gateway Park Place, Suite 400, Draper, UT 84020

State Contract #MA513



Current Situation

Alpine City is using analog audio that was installed with the building over a decade ago. This proposal provides greatly needed options to add additional functionality to the Council Chamber AV System through upgrading and expanding the current head-end system. Due to the current pandemic of covid-19 city councils have had to make adjustments to be able to hold city council and continue business as usual despite physical and environmental restrictions. GENCOMM proposes a new video system to be incorporated with the digital audio to allow the council to function efficiently. This will allow the city council to hold meetings in person, remotely or a mixture of the two, and be able to allow participants in the city to participate remotely, in person, or a hybrid fashion. The system proposed will be a fully networked AV over IP solution, a simple to use and operate user experience while also allowing GENCOMM to continue to support Alpine City remotely, as well as allowing flexibility to add or change the system in the future without replacing expensive equipment.





Similar Scope of Work References

West Jordan City Michael Oliver IT Manager Michael.Oliver@westjordan.utah.gov 801-569-5200

Orem City Ernesto Lazalde IT Manager ELazalde@orem.org (801) 229-7173

Millcreek City Rita Lund Director of Communications and Programs 801-214-2707 RLund@millcreek.us





Scope of Work

The following proposal includes the plan for the requested AV upgrades and head-end processing. The fee for installation, consulting, training, engineering, programming, and commissioning are included for each option. GENCOMM[™] will closely follow the AV9000 standards as set forth by AQAV during the execution of the project..

GENCOMM will conduct an initial and ongoing scope development meetings with the city with the goal of defining the following items:

- Review goals, objectives, and desired key outcomes for the project
- Discuss and determine the inclusion and convergence of various design layout options in the planning process and the benefits of each
- Discuss issues, criteria, special considerations, and vital components to be included in the design file
- Develop minimum design standard solution sets
- Determine planning and implementation timelines
- Identify specific deliverables, including technical memorandums
- Establish project communication protocols



Audio and Video System Upgrades

Option 1 - New Control With Digital Audio - Quote 18244

Leveraging the processing power of Digital Audio and Control processors, GENCOMM will provide one Touch Panel for the room's control. The panels will be a custom program after discussing with the city about what they want to have automated, and where they would like to have some control. As an example: a "prepare for council meeting" button can be set to turn on the TV, set the cameras for proper viewing, turn on the mics, connect the zoom room to the meeting, and be ready for the meeting to start. Once the meeting is ready to begin, press the "start meeting" button which can then start streaming to youtube and facebook, start the audio recording and start the video recording. Once the citizen comments section is up click the "Citizen comments" button and an on screen timer appears and the window processor now shows the podium or the video feed from the remote participant. Once they start talking the timer begins and once it runs out their audio is muted with an audible ding in the room. The possibilities are endless and will future proof the room allow the room to be a tool to help the people of Alpine for the next decade. GENCOMM has planned to meet with the city to find out the different workflows and to make the meeting as simple to run as possible while providing an excellent experience regardless of if you're at home or in the room. Record a direct feed from each individual mic, or from groups with multitrack recording, you'll never miss another word on the record. This will replace the amplifier, cables and speakers with new equipment, placing a speaker above each of the council so they can each receive mix minus voice lift all able to hear amplified reinforcement of their fellow members without going into feedback while also providing excellent audio for all remote participants and media in the room.

- (1) 11 inch touch panel for control
- (12) Desktop gooseneck microphone
- (1) Audio processor
- (1) Control processing
- (1) Video controller
- (1) Audio recorder
- (1) USB audio Interface
- (1) Networked audio amplifier
- (16) Speakers
- (8) Custom anodized wall plates
- Licensing
- Programming



Additionally requested features/ equipment:

- Desk grommets for the dias at each location
- Amplifier for speakers in Conference room (Can be used as overflow)
- Amplifier for speakers in lobby (Can be used as overflow)
- Wiremold for under Dias

Option 2 - 4k Video Over IP Matrix - Quote 18245

Video over IP provides an extremely flexible, and highly reliable video system for any situation. Whether using one or one hundred sources, they can easily be routed to any destination. This is the backbone of a good video system that allows flexibility to grow and add sources such as cameras, digital media players, or laptops or destinations like another monitor in a conference room for overflow. Whatever the needs the system can grow and adapt accordingly. Longevity is a key player with these systems and they've been built with future proof technology such as imperceivable latency, 4K resolution, USB transmission, and control built into each device. These video encoders and decoders will also allow for digital snapshots to be shown as previews on the touch screen to ensure that the source being selected is ready for playback. Or to show exactly what destinations are getting which video sources. Through the use of incredible control programming, and excellent hardware, frustration free video that "just works" has never been so easy. Rather than have everyone turn in their chairs, placing a monitor in front of them will allow for an excellent viewing experience as well as provide a natural flow to the room. This equipment is also extremely energy efficient and being fully networked allows GENCOMM to know the seconds of a single device offline, unplugged, or otherwise compromised.

- (10) 4k Encoders
- (10) 4k Decoders
- (9) Low profile monitors
- (4) Rack mount kits
- (1) Network Switch
- (20) HDMI Cables
- Cat 6 cable
- Programming

Additionally requested features/ equipment:

- (1) Encoder For wirelessly casting
- (1) Decoder For wireless casting receiver



- (1) Decoder For third camera
- (1) Commercial agnostic wireless receiver Compatible will all major mobile devices including Airplay (Apple), GoogleCast (Android), Miracast (Windows)
- (1) Additional low profile monitor for city staff
- (1) Larger network switch to handle additionally requested equipment

Option 3 - Video Recording, Windowing and Cameras - Quote 18246

To ensure that the dias, lectern, or presenter is always in view and shown on the screen, the existing PTZ (Pan-Tilt-Zoom) cameras will cover the entire room with the ability to easily select predefined presets to capture the person talking or the event taking place. The cameras will feed directly into a window processor that will allow for putting picture in picture options on the screens in the room, and streaming out to Zoom, Youtube, Facebook, or Twitch. This will make the meeting more accessible, and easier for anyone to participate, even if they are in another part of the world. The ability to change the view on the window processor is made very easy with the presets on the touch panel. Have one camera on the lectern, one on the council, show the agenda, and the presentation all at the same time without moving cameras around, switching sources or bouncing between inputs. In addition to the streaming, the council will never need to worry about who said what, as a digital copy of the proceedings will be recorded on the internal hard drive capable of storing over 200 hours of video (that's almost 3 years of meetings assuming they aren't over 3 hours on average). These recordings can be added to the city record, placed on the cities website, or used for transcription. They are easily accessible on the cities network and can be set to automatically delete the oldest once space runs out.

- (1) Window processor with builtin video recorder
- (2) PTZ 4K IP Cameras
- (2) Camera Mounts
- Programming

Additionally requested features/ equipment:

- (1) Encoder For the third camera
- (1) PTZ 4K IP Camera
- (1) Camera Mount

Option 4 - Annotation - Quote 18247





Now that presentations could be remote or local, and participants could be remote or local, it's difficult to use standard pointing methods such as fingers and laser pointers as not everyone in the room is looking at the same screen, and those that are in the same room can't see what's happening on their screens. This is the main reason that an annotator would be used. Allowing anyone that is local or remote the ability to follow along with what's being presented. Ensuring maximum flexibility, and gives the council the ability to touch, follow along, and engage with the presentation or evidence. A touch screen on the lectern can be added to allow users to annotate directly over the material shown, whether that be a video, a powerpoint, an excel sheet or just a still image. The annotation will draw an overlay on top of the presentation without affecting the original content. To admit digital images into evidence a capture button allows the screen with annotations to be saved to a local thumb drive or printed. If it's not a priority to save the images during the meeting, the video recording can be used later to show the proceedings with annotations and allow for screen captures after the meeting has ended as needed. The annotator allows for everyone to synchronously engage in the meeting. This will also allow for an on screen overlay to be placed over the proceedings so a timer can be shown in the bottom right corner of the screen. Whether in the room or remote the timer will show how much time is left to make comments.

- (1) Annotator
- (1) Video timer
- Cables
- Programming

Option 5 - Dual 86" Commercial Displays - Quote 18248

In order for all participants in the gallery to be able to see remote participants and to view the content being shared in the room, a large format display is essential to the room's functionality. Commercial displays allow for easy control with a control system, increased brightness for contrast viewing at a distance, enhanced viewing angles, and a longer life and warranty all with the lights on and amazing 4k resolution, 500 Nit brightness, and 1300:1 contrast ratio.

- (2) 86 inch commercial displays
- (2) 4k Decoders
- (2) Wall mounts
- Cables
- Programming



Option 6 - New Lectern - Quote 18250

GENCOMM proposes to use a new custom lectern that can easily incorporate a new touch screen, touch panel, video inputs and microphones while still allowing for a clean and functional design. The new lectern will allow for equipment to be housed in a miniature equipment rack inside with all the power, pathways and access for cables and wiring. Double doors hid the miniature rack inside and small holes on the bottom are grommeted to allow the cables into the floor box without making a mess of wound up cabling to get stepped on or tripped over. Pictures and drawings will be provided to ensure the look and use of the lectern meets the needs and wants of the city.

- (1) Mini equipment rack
- (1) Touch panel
- (2) Microphones
- (1) Cable access enclosure
- (1) Custom Oak Lectern

Additionally requested features/ equipment:

- (1) Power receptacle For participant device charging
- (1) Surge protector

Option 7 - Zoom Room - Quote 18251

During this Global pandemic Zoom has gone from becoming a superior video conference tool to an essential piece of daily life. This allows a room to become a participant and set the room up as a zoom room. This would mean that anytime someone walks in the room for City Council they could simply click the "join the meeting" button. As long as the room was invited as a participant it will show up on the schedule and will be able to join the meeting without an additional laptop or computer in the room running the software. This option is dependent on option 1 and 2, while it's possible to do audio only, adding option 3 with cameras would also be a good idea.

- (1) Zoom Room Hardware
- (1) Audio bridge
- (1) 4k Encoder
- (1) 4k Decoders
- (1) USB adapters
- (1) Year Subscription to Zoom
- Programming



Option 8 - Managed Services Subscription - Quote 18259

This subscription service provides device monitoring for all edge devices, alerting agents of any issues within seconds of the issue. This will provide peace of mind as it will ensure the system is fully functional at all times. This service includes periodic updates to the latest features, quarterly scheduled on-site maintenance, and 6 hours/year that can be used for, free on-site service, free remote service, touch panel modifications, programming modifications, or on-site end user training. The goal is to have this system be as useful as possible, evolving with the city to exceed their needs. As the city and those that use the chambers change, the system can easily be adapted. When changes occur or new personnel are using the system. GENCOMM will train on the system to ensure the functionality is clear and easy to use. Where needed, GENCOMM can be contacted for rapid response, remotely able to support any concerns that arise, or when needed send a support agent on-site. This ultimately changes the relationship into a partnership where GENCOMM and Pleasant Grove can both work together to ensure success.

Internet access is required (does not need access to building LAN)

- GENCOMM Managed Services kit
- Billed monthly or annually depending on owner preference

Included Services

- Zoom QSC Certified Integrator (for QSC Zoom Rooms)
- Client alerting (can send texts, emails, or a message to Slack, Teams, or Google Chat)
- GENCOMM NOC alerting
- Remote service
- Yearly on-site maintenance
- 6 hours/year that can be used on:
 - On-site service
 - Remote rapid response service
 - Touch panel modifications
 - Programming modifications
 - On-site end user trainings



Option 9 - Rack Upgrades - Quote 18255

Because the rack equipment is in an enclosed space in the basement this would provide ventilation to all the equipment to ensure it lasts another decade. These fans are efficient and quiet to not disturb those working above. In addition to the fans, a Uninterruptible Power Supply (UPS) will be provided so that in the event of a power outage or brown out, all equipment will stay on, and allow the council, or the meeting to continue with all audio and cameras unaffected for 1 hour. This will also provide greater system reliability and longevity as all the power is a perfect sine wave making less work for all connected power supplies.

- (1) Power management distribution
- (1) UPS 2150VA
- (2) Quiet full access rack fans

Option 10 - Conference Room Upgrades - Quote 18492

To ensure a similar workflow the conference room will be programmed to have the same look and feel as the council room. The conference room will be used more than ever with the changes that COVID-19 has brought. Even after the virus is less of a threat, interviews, meetings, and working from home will be more prevalent than ever. Making these systems easy to use and simple to troubleshoot is a top priority. One large 4k 86" display will be mounted in the conference room to allow for all viewers to see clearly no matter where they are in the room. Steerable beamforming microphones will be installed in the ceiling to keep the table clear and clean while each lobe can be focused exactly around the table to ensure coverage anywhere in the room. A auto-framing camera will focus on the speaker in the room, if there are more than one it will automatically adjust to give the optimal frame of everyone present. If a specific preset is desired, the included touch panel will allow for granular adjustment. Encoders and decoders will allow the room to be used as overflow, or as a remote participant. This will also allow for the same audio recorder to be used for council and closed door sessions for council. One commercial agnostic wireless receiver that is compatible will all major mobile devices including Airplay (Apple), GoogleCast (Android), Miracast (Windows), and allow for wireless connectivity to the rooms speakers, microphones, and camera via a dongle. A table enclosure will be provided to hold all the cables to keep them tidy and off the table. Ceiling speakers will be installed to ensure all participants can be heard clearly across the room without any concern with echo or feedback.

• (1) 86" 4K Commercial display



- (1) Large wall mount
- (1) Conferencing light bar
- (2) Beamforming array ceiling microphones with AEC
- (4) 4k Encoders
- (1) 4k Decoder
- (1) 8" Tabletop touch panel
- (1) Commercial agnostic wireless receiver Compatible will all major mobile devices including Airplay (Apple), GoogleCast (Android), Miracast (Windows)
- (1) Autoframing PTZ Camera
- (1) Camera mount
- (6) Ceiling speakers
- Programming

Option 11 - Lobby Upgrades - Quote 18493

To accommodate the new lobby, a large 75" 4K display will be installed to allow for signage, weather, clock, tickers, RSS feeds, or even as a digital notice board. This will also add a decoder to allow for any of the signals from the conference room, or the council room to be shown or overflowed into this space. A very simple user interface allows for customization of the content for signage. An iPad will be provided and loaded with the user control interface and allow the lobby to add welcome messages or custom text quickly. A wireless receiver will allow any mobile device to share or cast content easily. Three colored bar lights will be added around the display to give the wall a glow hue of choice, controlled from the iPad user interface. Four speakers will be added to the lobby to provide overflow audio, background music, or for casted content. The system will be setup with automated controls to be turned on or off at scheduled intervals, presets, colors, volume levels can all be set easily and managed without complicated controls.

- (1) 75" 4K Commercial display
- (1) Large tilt wall mount
- (1) 4k Decoder
- (1) Digital signage media player
- (1) iPad
- (1) Protective case
- (4) Speakers
- (3) Colors bar lights



Training

A formal system training will be conducted by GENCOMM to the facility's coordinators, technical support and/or other employees that wish to attend. The training will include a half day of the GENCOMM engineer onsite for the formal training as well additional questions the staff has. This time should be sufficient to cover the basics of the system and individual room functionality and how the head-end equipment can be used for more advanced functions.

Services

- Installation of equipment specified above.
- Test for proper installation.
- Training for new equipment.
- Cabling and connectors

Exclusions

- High voltage wiring will need to be performed by a licensed electrician and is not included in this proposal.
- Surface and finish work (i.e. concrete, tile, wallboard, ceiling tile, etc).





Fees and Options

Listed below are the prices for the main system components, any additional options, and warranties.

System Components

The following are the overall components that make up the system described above:

Accept

 \$24,559.00 - Option 1 - New Control With Digital Audio - Quote #18244: All services specified above.
 \$35,514.00 - Option 2 - 4k Video Over IP Matrix - Quote #18245: All services specified above.
 \$12,695.00 - Option 3 - Video Recording, Windowing, and Cameras - Quote #18246: All services specified above.
 \$3,989.00 - Option 4 - Annotation - Quote #18247: All services specified above.
 \$8,259.00 - Option 5 - 86" Commercial Displays - Quote #18248: All services specified above.
 \$10,629.00 - Option 6 - New Lectern - Quote #18250: All services specified above.
 \$4,459.00 - Option 7 - Zoom Room - Quote #18251: All services specified above.
 \$4,579.00 - Option 8 - Managed Services (Billed Annually) - Quote #18251: All services specified above.
 \$3,249.00 - Option 9 - Rack Upgrades - Quote #18250: All services specified above.
 \$30,759.00 - Option 10 - Conference Room - Quote #18251: All services specified above.
\$7,239.00 - Option 11 - Lobby - Quote #18251: All services specified above.

ACCEPT ALL: ______ \$145,930.00 - All options and services listed above.

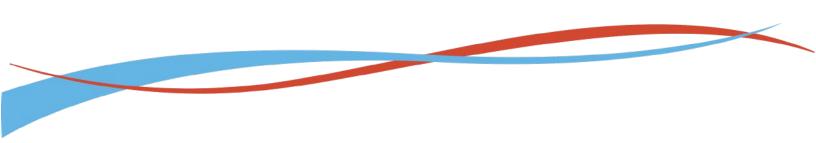




Warranty

GENCOMM[™] warrants the system under normal use, to be free of defects in material and workmanship for the period of one (1) year from the date of substantial inspection and will repair or replace at GENCOMM[™]'s option any equipment to be found defective. Warranty will include telephone support for assistance. Service or repair by an agency or person not authorized by GENCOMM[™] renders the warranty void releasing GENCOMM[™] from any further responsibility or obligation. The warranty will not apply to damage or deterioration or malfunction resulting from: 1) Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, unauthorized product modification or failure to follow instructions; 2) Problems caused by associated equipment not supplied under this contract; 3) Problems with owner-furnished equipment. Some of the major suppliers of equipment for this project may provide additional warranties that do not apply to GENCOMM[™]'s warranty.

Please note, extended warranty and annual maintenance are not required and can be removed if desired prior to final contract award. The included standard warranty is 90-days from substantial completion.





Terms

The total cost for this system package is the sum of the selected options above, amounting to: \$______. Payment terms must be chosen from one of the following:

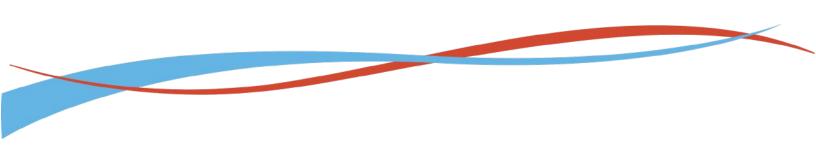
- 30% down with a signed contract, 30% due upon receipt of goods in our warehouse (client may inspect property), monthly progress billing based on work performed, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice.
- 90% down, and 10% upon project completion, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice.
- 50% down, and 50% upon project completion, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice.
- Lease Option. Please discuss this option with your GENCOMM[™] representative for monthly payment options. Separate lease agreement required.
- Credit card. A 1.3% processing fee will be assessed for use of credit cards, or 3% fee for use of American Express. (Note: 100% will be billed on the card upfront unless one of the 30% or 50% options is also selected above)
- Card Number: ______

Expiration Date: _____ / ____ Security Code: _____

- Name on Card: ______
- Billing Address: ______

Proposal is guaranteed for 30 days.

Installation can begin typically six (6) to eight (8) weeks from signed contract being received by GENCOMM[™], but is based on availability and cannot be guaranteed.





Owner Acceptance

In accepting this Proposal, Owner agrees to the terms and conditions contained herein including those on the following page. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Owner may issue. Any changes in the system requested by the Owner after the execution of this Agreement shall be paid for by the Owner and such changes shall be

authorized in writing. In accepting this Proposal, Owner agrees to the terms and conditions contained herein including those on the reverse side. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Owner may issue. Any changes in the system requested by the Owner after the execution of this Agreement shall be paid for by the Owner and such changes shall be authorized in writing.

This Agreement is not binding unless approved in writing by an authorized Representative of GENCOMM^M. In the event of failure of such approval, the only liability of GENCOMM^M shall be to return to the Owner the amount, if any, paid to GENCOMM^M upon signing of this Agreement.

Owner Signature	Printed Name	Title	Date
5			
GENCOMM BD Signature	Printed Name	Title	Date
GENCOMM Signature	Printed Name	Title	Date





Project and Billing Contact Information

Project Onsite Contact (Scheduling, Access, etc.)	
Name	Phone
E-mail	
Project Address	
Billing Contact	
Name	Phone
E-mail	
E-IIIdii	
Billing Address	



General Provisions

The Contract represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification. The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by GENCOMM[™] to fulfill GENCOMM[™]'s obligations. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by GENCOMM[™].

If requested by GENCOMMTM, the Owner shall furnish and pay for a survey and a Legal description of the site. Except for permits and fees which are the responsibility of GENCOMMTM under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges. If GENCOMMTM fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct GENCOMMTM in writing to stop the work until the correction is made. If GENCOMMTM defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, with prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting the cost of correction from payments due GENCOMMTM. GENCOMMTM shall coordinate and cooperate with separate contractors employed by the Owner. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

Execution of the Contract by GENCOMM[™] is a representation that GENCOMM[™] has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. GENCOMM[™] shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, GENCOMM[™] shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to GENCOMM[™] with the Contract Document; and (3) promptly report errors, inconsistencies or omissions, discovered to the Owner. GENCOMM[™] shall supervise and direct the Work, using the GENCOMM[™]'s best skill and attention. GENCOMM[™] shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Unless otherwise provided in the Contract Documents, GENCOMM[™] shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. GENCOMM[™] shall deliver, handle, store and install materials in accordance with manufacturer's' instructions. The Owner shall be responsible to provide the following: (1) All electrical requirements for the project including but not limited to conduit, raceway, back boxes, proper ground wire, proper breakers, etc. (2) Core drilling and penetration of concrete (3) Furniture or building modifications to accommodate contracted equipment unless stated in the Contract. GENCOMM[™] shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed. GENCOMM[™] shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. GENCOMM[™] shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner. GENCOMM[™] shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Owner may agree to patch portions of the work as stated in the Contract. GENCOMM[™] shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. To the extent permitted by law, GENCOMM[™] shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused solely by negligent acts or omissions of GENCOMM[™], a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. GENCOMM™'s liability shall be limited to actual property damages caused by GENCOMM[™]. GENCOMM[™] shall not be responsible for consequential damages.



After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Change Order shall be a written order to GENCOMM[™] signed by the Owner to change the Work, Contract Sum or Contract Time. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

Time limits stated in the Contract Documents are of the essence of the Contract. If $GENCOMM^{TM}$ is delayed at any time in progress of the Work by changes ordered in the Work, or by Labor disputes, strikes, fire, riots, acts of God, unusual delay in deliveries, unavoidable casualties or other causes beyond the $GENCOMM^{TM}$'s control, the Contract Time shall be extended by Change Order for a reasonable time. Owner shall pay for Contract extensions exceeding 90 days. The Owner shall pay schedule compression fees to $GENCOMM^{TM}$ in the event the timeline is accelerated which will include overtime for all personnel associated with the project.

Upon execution of the Contract, the Owner shall make an initial payment of 30% of the Contract Sum. A second payment of 30% will be made upon receipt of the products in our warehouse for this project, (the client is welcome to inspect the material to verify receipt). Afterwards, based on Applications for Payment submitted by GENCOMM[™], the Owner shall make progress payments on account of the Contract Sum to GENCOMM[™] as provided in the conditions of the Contract as follows: Once each calendar month, the Owner shall make a progress payment to GENCOMM[™] on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of each estimate until final completion and acceptance of all Work covered by this Contract: provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to GENCOMM[™] thirty (30) days after Substantial Completion of the Work, provided the Work has then been completed, and the Contract fully performed and approved by the Owner. A 1.5% monthly interest charge will be assessed for any payments received after 30 days from date of invoice.

GENCOMMTM warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. GENCOMMTM further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of GENCOMMTM's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. When the Work or designated portion thereof is substantially complete, the Owner and GENCOMMTM shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and GENCOMMTM, and shall fix the time within which GENCOMMTM shall finish all items. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Payment.

GENCOMMTM shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. GENCOMMTM shall promptly remedy damage and loss to property caused by GENCOMMTM, or by anyone for whose acts GENCOMMTM may be liable.

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of



public authorities having jurisdiction shall be made at an appropriate time. The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay. The Contract shall be governed by the laws of the State of Utah.

Intellectual Property. GENCOMMTM owns and retains ownership of all intellectual property, engineering, programming, etc. Any software or system setup written to manage the various systems for the client is owned by GENCOMMTM. A conditional use license is granted to the Owner for the equipment installed under this contract. The Client may not backward engineer, copy, or reuse the system design, software, object code, software and other intellectual property created by GENCOMMTM.

Software, settings and hardware configuration changes

If owner, owner representative or any other person not authorized by GENCOMM makes changes to software code, settings and/or hardware configuration supplied by GENCOMM, they will assume all responsibility and expenses to restore the software code, settings and/or hardware configuration to specifications outlined in the contract. Any unauthorized changes to software code, settings and/or hardware configuration made will void all warranties outlined in the contract.

The owner shall not solicit, recruit, hire or otherwise employ or retain the employees of the other Party without the prior written consent of the other Party during the term of this Agreement and for two (2) years following the termination or expiration of this Agreement.

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, GENCOMM[™] may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages for the entire project.

GENCOMMTM will file a Preliminary Notice (otherwise known as a "Pre Lien") or Mechanic's Lien, as indicated by state where work is carried out, with the Owner, General Contractor or other parties Generally speaking, in order to advise the property owner, and in some states, the owner's general contractor, and construction lender, that GENCOMMTM may have the right to attach a lien to the Owner's property if he or she is not paid for their services. This notice is meant to give the owner an opportunity to insure that GENCOMMTM is paid in full. This is a standard measure, carried out with all contracts to protect the interests of all parties.

If the Owner cancels the Contract prior to the commencement of actual work on the project, the Owner agrees to compensate GENCOMMTM 20% of the value of the contract amount as a cancellation fee to compensate for all work performed in preparation for the project. Any products purchased for the project will be returned to the vendor and all costs associated with return of equipment will be charged to the Client as an additional fee beyond the cancellation fee.

As a condition to this proposal, the Parties agree to execute and accept the terms and conditions of $GENCOMM^{TM's}$ license agreement and the terms of a non-disclosure non-compete as they relate to the work performed on this project.

This Contract falls within the jurisdiction of Salt Lake City, Utah. Any conflict resolution associated with this contract must be held in Salt Lake City, Utah.

If any term or condition of this Contract does not comply with current law, all other terms and conditions remain in full effect and are not voided.

In mutual consideration of the covenants and conditions contained in this Agreement, the Parties additionally agree as follows: DEFINITIONS.

Confidential Information. "Confidential Information" shall include but not be limited to any facts, opinions, conclusions, projections, data, or trade secrets relating to either Party's work in progress, future work, product marketing, or financial matters transmitted by one Party ("Disclosing Party") to the other Party ("Receiving Party"), in written or other tangible form (including magnetic or optical media), or by oral, visual or other means. If confidential information is disclosed in writing, it must be clearly labeled as "confidential." If it is disclosed orally, the Disclosing Party must summarize the information in writing and confirm that is confidential within 10 days after its oral disclosure to the Receiving Party.



Exceptions to Definition of Confidential Information. Confidential Information as defined in this Agreement shall not include information that:

(i) was known to the Receiving Party without obligation to keep confidential at the date of disclosure by the Disclosing Party;

(ii) is after the date of disclosure acquired by the Receiving Party in good faith from an independent third party who is not subject to any obligation of confidentiality in respect of such Confidential Information;

(iii) was, in its entirety and at the time of its disclosure, in the public knowledge or has become public knowledge during the term of this Agreement otherwise than by reason of the Receiving Party's neglect or breach of this Agreement or any other agreement; or

(iv) is independently developed by the Receiving Party without access to any or all of the Confidential Information. TERM/TERMINATION/RETURN OF DOCUMENTS.

Term. This Agreement shall begin on the Effective Date and continue in full force and effect for a period of two (2) years on which date this Agreement shall expire and not automatically renew, unless earlier terminated by either Party as set forth herein. Nevertheless, the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement and shall continue for a period of three (3) years.

Termination. Either Party may terminate this Agreement for any reason with five (5) days prior written notice.

Return of Documents. Upon the date of expiration or termination of this Agreement, or at any time during the term of this

Agreement upon written request by the Disclosing Party, the Receiving Party shall return or destroy, in the Disclosing Party's sole discretion, all Confidential Information in its possession, including all copies, within five (5) days and provide a written confirmation of the action taken.

DUTY OF NON DISCLOSURE.

Description of Duty. The Receiving Party shall do the following:

(i) keep in strict confidence and in safe custody any Confidential Information disclosed to the Receiving Party by the Disclosing Party, exercising the same duty of care used to maintain as confidential the Receiving Party's own Confidential Information and at a minimum a reasonable duty of care;

(ii) not use or exploit any Confidential Information other than as described herein or as is reasonably necessary for the Purpose;

(iii) not copy or reproduce any or all of the Confidential Information except as is reasonably necessary for the Purpose;

(iv) not distribute, disclose or disseminate Confidential Information to anyone except with the prior written consent of the other party; and

(v) not embody any Confidential Information in other work or otherwise use Confidential Information to develop anything except as provided herein.

Disclosure within Receiving Party. The Receiving Party may only disclose Confidential Information on a need to know basis to its employees.

Disclosure by Law or Regulation. The Receiving Party shall have no such duty to keep Confidential Information where the Receiving Party is required by law, judicial order, the regulations of a government department or agency or other regulatory authority to disclose Confidential Information to a third party, in which event the Receiving Party shall take all reasonable steps to consult and take into account the reasonable requirements of the Disclosing Party in relation to such disclosure. In the event a Secrecy Order pertaining to Confidential Information is issued by the U.S. Patent and Trademark Office, and Confidential Information is disclosed accordingly, the terms of such Secrecy Order shall take precedence over this Agreement. In the event Confidential Information is subject to U.S. export control laws and regulations, Confidential Information shall be disclosed only in compliance with such export laws and regulations.



EXCLUSION OF WARRANTIES/IP INDEMNIFICATION. Neither Party warrants the accuracy or completeness of any Confidential Information. All implied warranties or representations to that effect are hereby excluded. Notwithstanding the foregoing, the Disclosing Party warrants that it possesses sufficient rights to disclose to the Receiving Party as set forth herein any third party intellectual property contained in Confidential Information, and the Disclosing Party shall defend, indemnify and hold harmless the Receiving Party from any claims by third parties of infringement of intellectual property rights or wrongful disclosure arising from use of Confidential Information by the Receiving Party as described herein and as is otherwise reasonably necessary for the Purpose. As a condition to the foregoing indemnity obligations, the indemnified Party (Receiving Party) shall provide the indemnifying Party (Disclosing Party) with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying Party (Disclosing Party) in connection with any such claim. The indemnifying Party (Disclosing Party) shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing and at the indemnifying Party's (Disclosing Party's) expense.

NON TRANSFERENCE OF RIGHTS. Nothing in this Agreement shall be construed as transferring any rights, title or license to Confidential Information, except for use of Confidential Information as described herein or as is otherwise reasonably necessary for the Purpose. All Confidential Information shall at all times remain the property or license of the Disclosing Party.

EQUITABLE RELIEF. The Parties acknowledge and agree that Confidential Information, as well as the intellectual property contained therein, is unique and valuable, and that breach of the terms and conditions herein will result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without posting bond. Any such relief shall be in addition to and not in lieu of any monetary damages.

ASSIGNMENT. Neither Party shall assign or otherwise transfer this Agreement or any rights, duties or obligations under this Agreement without the prior written consent of the other Party.

WAIVER. Any delay or failure by either Party to insist upon strict performance of any term or condition or to exercise any right or remedy provided herein shall not be a waiver of such Party's right to demand strict compliance with that term or condition or right or remedy in the future.

NOTICES. Unless otherwise specified herein, all notices, requests, or consents required to be given in writing hereunder shall be transmitted by facsimile, hand delivered, or mailed, first class, postage prepaid, and addressed as indicated in this document, unless either Party notifies the other Party, in writing, of a change in the addressee:

PUBLICITY. Company/Individual shall not make any news release, public announcement, advertisement or publicity concerning anything under this Agreement without the prior written consent of both Parties.

SEVERABILITY. If any term or condition or portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each remaining term or condition hereof shall continue with full force and effect.

GOVERNING LAW AND VENUE. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Utah, without reference to the principles of conflict of laws. Suit under this Agreement with the exception of suits brought solely for injunctive relief shall only be brought in a court of competent jurisdiction in the State of Utah.

SOFTWARE LICENSE AGREEMENT

This Software License is made by General Communications, Inc, (GENCOMMTM), to the Customer as an essential element of the services to be rendered by GENCOMMTM as defined in the system specification and any associated documents and agreement. *System* shall mean the deliverable product as defined in these documents.

Customer and GENCOMM[™] agree that this Software License is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties.



SECTION 1 LICENSE GRANT AND OWNERSHIP

GENCOMM[™] hereby grants to Customer a worldwide, perpetual, non-exclusive, non-transferable license to all software for Customer's use in connection with the establishment, use, maintenance and modification of the system implemented by GENCOMM[™]. Software shall mean executable object code of software programs and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by GENCOMM[™] and accepted by the Customer.

Except as expressly set forth in this paragraph, GENCOMMTM shall at all times own all intellectual property rights in the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Customer for the sole benefit of Customer.

Customer may supply to GENCOMMTM or allow GENCOMMTM to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Customer. All such intellectual property shall remain the exclusive property of Customer and shall not be used by GENCOMMTM for any purposes other than those associated with delivery of the system.

SECTION 2 COPIES, MODIFICATION AND USE

Customer may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of customer and its representatives.

Customer may make no modifications to the software. This Software License confers no right in Customer to license, sublicense, sell, or otherwise authorize the use of the software by any third parties, except in connection with the use of the particular system as part of Customer's business.

All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than GENCOMM[™].

SECTION 3 WARRANTIES AND REPRESENTATIONS

GENCOMM[™] represents and warrants to Customer that:

It has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Customer.

The goods and services provided by GENCOMM[™] under this Software license, including the software and all intellectual property here provided, are original to GENCOMM[™] or its subcontractors or partners.

The software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

Throughout the System Warranty Period, the executable object code of software and the system will perform substantially in accordance with the system specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement.

Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of noninfringement of third party intellectual property rights.

SECTION 4 INDEMNIFICATION

GENCOMM[™] hereby indemnifies and shall defend and hold harmless Customer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against liability, damages, loss, cost or expense, including but not limited to reasonable attorney's fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by GENCOMM[™] infringes or otherwise violates any rights of any such third party.



Customer hereby indemnifies and shall defend and hold harmless GENCOMM[™], its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorney's fees and expenses, arising out of or in connection with any third party claims that Customer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.

Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the right full to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

SECTION 5 TRANSFER AND TERMINATION

This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original configuration in another location.

GENCOMM[™] may terminate this license upon notice for failure to comply with any of terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the software, including all copies and modifications.

ENTIRE AGREEMENT. The foregoing constitutes the entire understanding and agreement between the Parties and shall supersede any prior agreements, written or oral, not incorporated herein. The terms and conditions of this Agreement shall not be amended except by written amendment signed by both Parties.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Potential Sites for Additional Pickle Ball Courts

FOR CONSIDERATION ON: 8 September 2020

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review Potential Sites for

Additional Pickle Ball Courts.

BACKGROUND INFORMATION:

The City Council recently requested that potential sites be reviewed where additional pickle ball courts could be constructed. We looked at nine City-owned sites where courts could potentially be built. A list of pros/cons for each site is being developed. More information will be provided at the meeting.

RECOMMENDED ACTION:

Review the list of potential pickle ball court sites and give staff direction on preferred sites.



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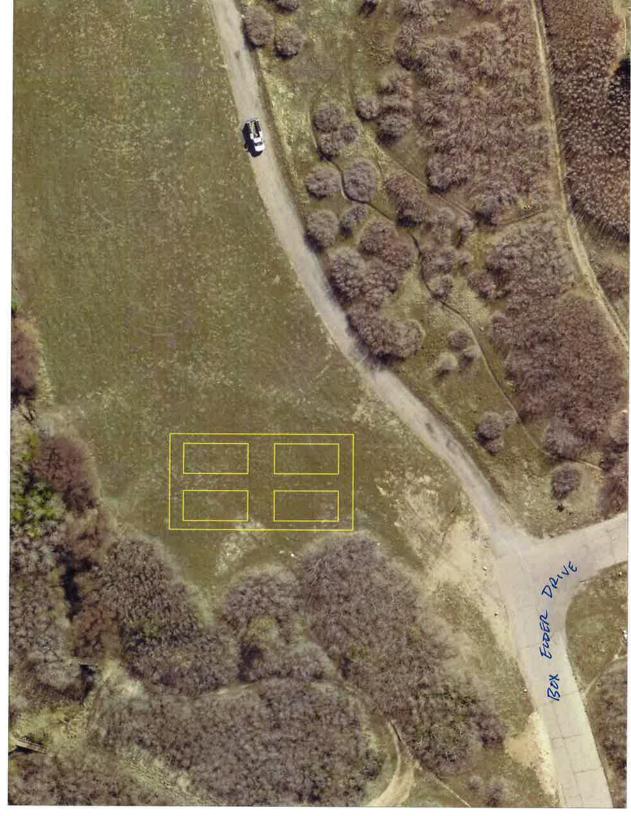
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