

#### ALPINE CITY COUNCIL MEETING AGENDA

**NOTICE** is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a meeting on **Tuesday**, **March 14, 2017 at 7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

#### I. CALL MEETING TO ORDER

A. \*Roll Call: Mayor Sheldon Wimmer

B. Prayer: Roger BennettC. Pledge of Allegiance: By Invitation

#### II. PUBLIC COMMENT

#### III. CONSENT CALENDAR

- A. Minutes of January 31, 2017 Joint City Council meeting with Highland and Cedar Hills
- B. Minutes of February 14, 2017 City Council meeting
- C. Minutes of February 28, 2017 City Council meeting
- D. Resolution No. R2017-05, Appointing Jason Bond and Shane Sorensen to the Utah Valley Dispatch Special Service District.

#### IV. REPORTS AND PRESENTATIONS

A. Central Utah Water Conservancy District - Option for utilizing CUP water

#### V. ACTION/DISCUSSION ITEMS

- A. T-Mobile Wireless Telecommunication Upgrade and Collocation 694 Rocky Mtn Dr. Crown Castle: The City Council will review a site plan that would include the installation of three antennas on an existing tower.
- B. Bennett Farms, Plat H Minor Subdivision 727 N. Country Manor Lane John & Rebecca Bursell: The City Council will consider approving the two-lot subdivision.
- **C.** Lone Peak PSD Amended Interlocal Agreement The City Council will consider amending the interlocal agreement to allow flexibility in appointments.
- **D.** Lambert Park Road The City Council will consider closing the road from the Lambert Water Tank to the Forest Service Boundary
- **E.** Alpine Days Budget: The City Council will review a proposed budget for Alpine Days.

#### VI. STAFF REPORTS

#### VII. COUNCIL COMMUNICATION

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

#### **ADJOURN**

\*Council Members may participate electronically by phone.

Mayor Sheldon Wimmer March 10, 2017

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) 756-6241.

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 <a href="https://www.utah.gov/pmn/index.html">www.utah.gov/pmn/index.html</a>

# 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 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 v. 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.

#### **MINUTES**

## ALPINE CITY, CEDAR HILLS CITY, HIGHLAND CITY, AND LONE PEAK PUBLIC SAFETY JOINT WORK SESSION

Tuesday, January 31, 2017

5582 Parkway West, Highland, Utah 84003

PRESENT:

**ALPINE CITY:** Mayor Sheldon Wimmer

Shane Sorensen, City Administrator

Councilmember Lon Lott
Councilmember Roger Bennett
Councilmember Troy Stout
Councilmember Ramon Beck

**CEDAR HILLS CITY:** Mayor Gary Gygi

Councilman Ben Bailey

Councilmember Mike Geddes Councilmember Daniel Zappala

Chandler Goodwin, Interim City Manager

Charl Louw, Finance Director

**HIGHLAND CITY:** Mayor Mark Thompson

Councilmember Brian Braithwaite

Councilmember Ed Dennis Councilman Dennis LeBaron Nathan Crane, City Administrator

Erin Wells, Assistant to the City Administrator

Gary LeCheminant, Finance Director

JoD'Ann Bates, City Recorder

#### LONE PEAK PUBLIC SAFETY (LPPS):

Brian Gwilliam, Chief of Police

Brad Freeman, Fire Chief

Laurie Adams, Administrative Secretary

Travis Flagare Danny Campbell Spencer Edwards Shawn Hust Landon Flack Owen Olsen

Paul Hill

#### John Riley Rodger Hoffman

**OTHERS:** Brad Wardle, Heart of the Matter Solutions, and GreggLudlow, American Fire Department Representing Cedar Hills City.

This meeting was called to order by Mayor Sheldon Wimmer of Alpine City as a Joint Work Session at 6:02 p.m. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

#### Presentation and Discussion on a Fire/EMS Department Metric Study

Brad Wardle, with Heart of the Matter Solutions, first explained that he worked in fire service for 30 years. He served as Fire Chief for 11 years, six of those years in West Jordan and five years with Mountain View in California. He has since retired and moved back to Utah. Mr. Wardle then began the presentation of a study that compared Lone Peak Fire District (LPFD) operations and costs to national and local best practices.

Mr. Wardle stated that Fire and EMS departments were designed to successfully respond to and mitigate medical and fire emergencies. This success depends on three critical elements: time, equipment, and personnel. He would address each of these elements in more detail later in the presentation.

Mr. Wardle next addressed the best practices and national standards by presenting National Fire Protection Association (NFPA) standard 1710, which deals with the deployment of fire and emergency services. He noted that the standard is not law, and a city or entity can choose whether to adopt the principles outline or not. Standard 1710 establishes "proper safeguards against loss of life and property due to fire", and addresses items such as proper dispatch, turnout, and response times. If the standard were applied to the LPFD, they would need 15 to 17 personnel to properly handle operations.

Mr. Wardle continued his presentation by addressing the analysis of the current operations of the LPFD. The first element to a successful operation is time. Mr. Wardle stated that they were still waiting for data regarding dispatch times, which was a concern for him. It is imperative that the Fire Chiefs and Administration can affectively evaluate such information on a monthly basis so that they can determine how well their team is responding. Mr. Wardle noted that they had been waiting for dispatch data for nearly three months. In regard to response times, Mr. Wardle explained that the three fire stations were perfectly situated to address the four and eight minute response times. The second element to success, equipment, was found to meet NFPA and Utah EMS standards. Mr. Wardle had no concerns regarding equipment.

Mr. Wardle then addressed personnel and stated that he had some major concerns in this area. He presented tables outlining the ideal number of personnel at each station. The preferred number of total staffing was 51, with daily staffing at 17 persons. The tables also identified salaries, benefits, and total budget needed. Mr. Wardle then explained that the actual total

staffing for LPFD is only 27, and merely nine daily staff. One of Mr. Wardle's primary concerns was regarding battalion chiefs. Currently they would work full-time as battalion chiefs, and part-time as firefighters, which could cause confusion in regards to leadership and there was a great potential for fatigue.

Mr. Wardle briefly spoke about the budget and stated that the current budget of just under \$3 million was below the proposed budget by \$2.1 million. If the LPFD wanted to increase the budget to the full amount, it would be an increase of 71%. Mr. Wardle admitted that this was not feasible, but they could find a middle ground.

The final slide of Mr. Wardle's presentation outlined his findings and gave some recommendations. He explained that the findings labeled with green were positive, those with yellow were areas that they should be cautious about, and those with red were items of real importance. The recommendations were as follows:

- 1. Lone Peak Fire District Governing Board should formally adopt policies regarding the level and type of service desired to respond to and mitigate emergencies within its jurisdiction.
- 2. Lone Peak Fire District Governing Board and Fire Department Administration should develop a comprehensive strategic plan that sets the course to obtain level and type of service set forth in Governing Board's policy.
- 3. Require Dispatch to provide time metrics to address management and quality improvement needs.
- 4. Direct Fire Administration to create an organizational and management structure that is consistent with best practice.
- 5. Direct Fire Administration to develop robust automatic aide agreements with neighboring jurisdictions.

Mr. Wardle concluded the presentation at 6:48 p.m. and opened the discussion for questions.

Councilman Brian Braithwaite commented that Mr. Wardle's opinion of the equipment was that it is higher than the average. He asked if it would be appropriate to downsize on some of the equipment in order to add some much needed personnel. Mr. Wardle said it would be possible; however, the LPFD has already invested in the equipment and recapturing some of those funds would be difficult to do at this point.

Councilman Daniel Zappala asked Mr. Wardle to again explain the personnel charts and chain of command slides, and Mr. Wardle obliged.

Fire Chief Brad Freeman commented on the function of the battalion chiefs by explaining that the each chief functions 24 hours a day and also serves as the company officer. Mr. Wardle added that when the battalion chief leaves the station to serve as a part-time firefighter, he leaves

only two firefighters at the station. This was a major concern for Mr. Wardle. He explained in the event of a fire, it is required that two firefighters enter a burning building together with at least one other outside of the building to give orders and make sure the water is running. With only two firefighters on shift, they would not be able to enter a burning building. They would have to wait for help to arrive at the scene.

Charl Louw, Cedar Hills Finance Director, asked how many square miles each station should cover. Mr. Wardle stated that they don't measure in square miles, but rather success is judged by a stations ability to meet the four minute response time.

There was some discussion comparing the LPFD to fire departments in surrounding communities.

Councilman Daniel Zappala asked if eliminating one of the stations and putting those firefighters in the other two stations would bring them into line with best practices. Mr. Wardle answered that it may help to bring them in line in terms of personnel, but it would compromise the response times. Councilman Brian Braithwaite commented that the LPFD recently added the Cedar Hills fire station for the purpose of improving response times, but they chose not to hire additional employees. Fire Chief Brad Freeman corrected him, stating that they did hire one additional firefighter.

There was a brief discussion regarding options for cutting costs and increasing personnel.

Councilman Ramon Beck asked if the salaries outlined included benefits, and Mr. Wardle answered in the affirmative. Mayor Wimmer asked if those benefits were someone in line with other departments. Mr. Wardle again answered in the affirmative.

Mayor Sheldon Wimmer thanked Brad Wardle for the information and adjourned the Joint Work Session at 7:09 p.m.

1 2 3	ALPINE CITY COUNCIL MEETING Alpine City Hall, 20 N. Main, Alpine, UT February 14, 2017
4 5 6 7	<b>I. CALL MEETING TO ORDER:</b> The meeting was called to order at 5:45 pm by Mayor Sheldon Wimmer. The following were present:
8 9 10 11 12 13	Mayor Sheldon Wimmer Council Members: Lon Lott, Roger Bennett, Ramon Beck, Troy Stout Council Members not present: Kimberly Bryant was excused. Staff: Shane Sorensen, Charmayne Warnock, David Church, Others: Barry Johnson
14 15 16	<b>II. EXECUTIVE SESSION:</b> Discuss litigation, property acquisition, or the professional character, conduct or competency of personnel.
17 18 19	<b>MOTION:</b> Troy Stout moved to go into closed session to discuss litigation. Lon Lott seconded. Ayes: 4 Nays: 0. Troy Stout, Ramon Beck, Roger Bennett, Lon Lott voted aye. Motion passed unanimously.
20 21	The City Council adjourned to closed session at 5:50 pm.
22 23	The City Council returned to open session at 6:50 pm and recessed for ten minutes.
24 25	III. RETURN TO OPEN MEETING
26 27	Mayor Sheldon Wimmer called the City Council Meeting to order at 7:00 pm.
28 29	A. Roll Call: The following were present:
30 31 32 33 34 35 36	Mayor Sheldon Wimmer Council Members: Lon Lott, Roger Bennett, Ramon Beck, Troy Stout Council Members not present: Kimberly Bryant was excused. Staff: Shane Sorensen, Charmayne Warnock, David Church, Jason Bond, Carolyn Riley, Chief Brian Gwilliam Others: Barry Johnson, Jeff Smith, Wayne Patterson, Loraine Lott, Scott Riley, Rob Antrim, Ray Warner, Sylvia Christiansen, Melanie Ewing, Ross Welch, Skylor Smith, Terry Smith, Steve Cosper,
37 38	B. Prayer: Troy Stout C. Pledge of Allegiance: Mayor Sheldon Wimmer
39 40	IV. PUBLIC COMMENT: There were no comments.
41 42	V. CONSENT CALENDAR
43 44 45 46	<ul><li>A. Approve the minutes of the City Council meeting held January 24, 2017</li><li>B. Council Assignments</li></ul>
47 48 49	<b>MOTION:</b> Ramon Beck moved to approve the items on the Consent Calendar. Lon Lott seconded. Ayes: 4 Nays: 0. Ramon Beck, Lon Lott, Roger Bennett, Troy Stout voted aye. Motion passed unanimously.
50	VI. REPORTS AND PRESENTATIONS: None
51 52 53	VII. ACTION/DISCUSSION ITEMS
54 55 56	A. PUBLIC HEARING: AMENDMENTS TO THE ALPINE CITY ANNEXATION POLICY PLAN AND MAP: David Church said that under Utah law, a city was required to adopt an annexation policy plan. It put the county and other cities on notice as to the intentions of the city. Information that should be contained in the

annexation policy plan included the expected density of the area to be annexed, infrastructure needs, public and emergency services, economic impact on the city, etc. Having an annexation policy plan in place was a prerequisite for annexation. Several months ago, the City received an annexation petition from residents in the Alpine Cove subdivision. The City Council voted to accept the petition and to begin the annexation process. The next step in the process was to certify the petition. One of the requirements for certifying the petition is that the area had to be included in the annexation policy plan. Since Alpine Cove was not included in Alpine City Annexation Policy Plan, it could not be certified. Steps were then taken to update Alpine City's Annexation Policy Plan, and include Alpine Cove. Mr. Church said that approving the amendments to the Annexation Policy Plan did not automatically annex the property. It merely laid out the policy and described the possible effect of annexation should the current council or a future council decide to annex the land.

Jason Bond presented the amended Annexation Policy Plan and Map. He said a lot of things remained the same. The area south of Box Elder subdivision was already included in the plan along with the "East" area consisting of 20 acres, which was previously known as the Fitzgerald property. The two areas that were new to the plan were the Alpine Cove subdivision and Schoolhouse Springs. Schoolhouse Springs was owned by Lehi City and would remain undeveloped and be designated as a watershed. Some areas shown in the previous annexation plan were already annexed into the city. The unannexed areas included in the new plan were:

Alpine Cove	76.21 acres	62 lots
South of Box Elder	41 acres	59 lots
East area	20 acres	12 lots
Schoolhouse Springs	280.56 acre	0 lots

Jason Bond said the finance director, Alice Winberg, had prepared charts showing the projected cost of municipal services for each area along with projected tax revenue from the annexed areas. These charts were shown in the Annexation Policy Plan.

Jason Bond said Utah State law required cities to justify the exclusion of territory from its expansion area if the territory contained urban development and was within a half-mile of the municipality's boundary, which described Alpine Cove. In previous plans, Alpine Cove had been excluded because its residents indicated they didn't want to be annexed. Since that time, a number of residents had indicated they wanted to be annexed so it was being included. Mr. Bond said there was some dispute about the signatures on the petition, and whether or not enough of the residents wanted to be annexed to meet the requirements. It was possible they may need to submit a new petition.

Jason Bond reviewed the population projections and showed the proposed Annexation Map. He said there was some interest in including other areas such as Pine Grove and the Melby properties in the Annexation Policy Plan and Map, but the Planning Commission could begin work on that later. He recommended the Council adopt the amended plan as shown.

Sheldon Wimmer opened the Public Hearing to comment. There were no comments so he closed the Hearing.

# B. Ordinance No. 2017-03, Adopting Amendments to the Alpine Annexation Policy Plan and Map: Mayor Wimmer opened the discussion to the City Council.

Troy Stout said annexing Schoolhouse Springs had obvious benefits. He questioned if annexing Alpine Cove would benefit the City since it was already developed, and they wouldn't be receiving any impact fees. He asked if the reduction in sewer revenue was considered when making the financial projections.

Jason Bond said they had not considered some of those items at this stage. When they went through the actual annexation process, they would make a more detailed analysis of the revenues and expenses. Sheldon Wimmer said the fees from the county for fire suppression would also go away if Alpine Cove was annexed.

Troy Stout said he also had questions about the area south of the Box Elder subdivision. If they annexed that land, would it create the requisite that the City pave the road through Lambert Park?

Sheldon Wimmer said the last time they met with Utah County, it was identified as a gravel road. Mr. Stout said he knew that was the current designation but was concerned that it could change in the near future.

Ramon Beck said the Planning Commission had recommended approving the amendment to the Annexation Policy Plan with a four to three vote. He asked about the reasons for that.

Steve Cosper, Chairman of the Planning Commission, said there was a lot of discussion from people in the audience who were opposed to annexing Alpine Cove, which probably swayed the vote.

Roger Bennett said he didn't think the proposed amendment went far enough. He felt the Annexation Plan should include the Melby property and the Pine Grove property as well. However, he understood that people wanted to move forward with what they had that evening, and he supported it. He then recommended that the Planning Commission consider updating the plan again to include the Melby and Pine Grove properties.

Jason Bond said there were questions about whether or not the petition was valid. There needed to enough signatures to represent a majority of the owners of the land area. There may need to be a new petition.

David Church said it was an open question if they needed a new petition. When a petition was filed with the City Recorder, she sent it to the City Council who voted to deny or accept it. If it was accepted, it started the process. The City Recorder then certified the petition stating that it met the requirements for annexation. In this case, the Recorder could not certify it because it was not included in Alpine City's Annexation Policy Plan. At that point the City began the process to amend the Annexation Policy Plan and include Alpine Cove and Schoolhouse Springs in the Plan. If the amended Annexation Plan was adopted, and the petition was certified, the annexation process would continue.

Sheldon Wimmer called attention to the map in the packet which showed the proposed watershed protection areas. It included Schoolhouse Springs and Lambert Park and other properties. It would be in conjunction with Draper City and their open space with the appropriate trails. The watershed would protect the aquifers.

**MOTION:** Roger Bennett moved to adopt the Amended Annexation Policy Plan and Map as written to include Alpine Cove and Schoolhouse Springs. Ramon Beck seconded. Ayes: 4 Nays: 0. Lon Lott, Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion passed unanimously.

Sheldon Wimmer said the Melby property had been rezoned to TR5 by the County, which would enable it to go down to half-acre lots. In Alpine City's plan, the zoning for the Melby property would be a minimum lot size of one acre. The only properties with a CE1 zoning in the county were the East Area property (formerly known as the Fitzgerald property) and the Lehi property.

**MOTION:** Roger Bennett moved to instruct the Planning Commission to begin the study on another amendment to the Alpine Annexation Policy Plan to include the Pine Grove and Melby properties. Ramon Beck seconded. Ayes: 3 Nays: 1. Lon Lott, Roger Bennett, Ramon Beck voted aye. Troy Stout voted nay. Motion passed.

**C. Summit Pointe Preliminary Plan:** Jason Bond said that normally the City Council did not review the preliminary plats for subdivisions. The reason it was before them that evening was to review the alignment of the right-of-way that would access the adjacent property belonging to Rich Hartvigsen. He said the Planning Commission wanted the right-of-way issue resolved before the developers came back with a final plat.

Jason Bond presented the preliminary plat map which showed a shared driveway that ran across four large lots. The developer's engineer had concluded that a road accessing the neighboring property was not feasible. The neighboring property owner, Mr. Hartvigsen, had hired an engineer to determine feasibility. His engineer concluded road access to the adjoining property was possible. Jed Muhlestein, the City Engineer, had looked at the proposed plan which showed a right-of-way along the shared driveway, which then veered off to the Hartvigsen property, and said he thought it could work.

The Planning Commission had made two motions on Summit Pointe preliminary plan. Jason Thelin moved to approve the preliminary plat with three conditions which were: 1) The developer work with Alpine City concerning

the trail indicated on the Trails Master Plan going through the proposed subdivision; 2) The Planning Commission recommended the first option presented by the Summit Pointe developer for access to the property to the north; 3) Building permits would not be issued until the stated off-site improvements were complete.

The second motion made by Bryce Higbee stated that the access to adjoining property would be a right-of-way easement and that the property owner to the north would bear the costs of building a road.

Jason Bond said it was on the City Council agenda because they would need to make a motion regarding the alignment of the right-of-way, and the allocation of cost. If any party chose to appeal the Council's decision, it would go to the Hearing Officer.

Jason Bond said Jed Muhlestein had done a slope analysis which he presented to the Planning Commission. The information was also in the City Council packet. He said the alignment met the grade requirement as set forth in the ordinance. If the road was ever built, the builder would have to address the storm drain and other issues.

David Church said that the City Council had an obligation to not leave a landowner worse off than he was before because of development. According to Mr. Hartvigsen's engineer and the City Engineer, a road could be built. The Planning Commission recommended the option submitted by the developer because the other alignment would significantly impact the proposed development. Mr. Church said that if the developer benefited from the road, he would have to participate in the cost of the road. But the road to the adjoining property provided no benefit to the proposed development so the Planning Commission determined that the adjoining property owner would have to bear the cost of building the road.

Lon Lott noted that either route would be difficult at best. Both of them would require cuts. He felt that this was the best effort to provide access.

**MOTION:** Ramon Beck moved to approve the right-of-way access across the proposed Summit Pointe subdivision and allocate the cost as recommended by the Planning Commission with the following conditions:

- 1. The developers work with the City concerning the trail indicated on the Trails Master Plan going through the proposed subdivision.
- 2. The right-of-way would be the option (first option) presented by the Summit Pointe developer for access to the property to the north.
- 3. Building permits would not be issued until the stated off-site improvements were complete.

Roger Bennett seconded. Ayes: 4 Nays: 0. Roger Bennett, Ramon Beck, Troy Stout, Lon Lott voted aye. Motion passed unanimously.

**D. Parks Maintenance Building** – **300 North:** Jason Bond said the Planning Commission had reviewed the four options for the parks maintenance building which were: 1) a hip roof with brick facing, 2) a hip roof with concrete masonry unit (CMU), 3) a flat roof with brick facing; 4) a flat rook with CMU facing. He said the Planning Commission recommended a hip roof with CMU facing. They liked the brick but the cost of the CMU was about \$40,000 less. Plus the siding would be largely hidden with berms and landscaping. He said they had one resident attend the meeting and he preferred the hip roof. If the roof were flat, he would see it from his second-story window with all the pipes sticking out.

Shane Sorensen said flat roofs needed a PVC membrane that made a white roof, which was highly visible. A shingle roof would blend in better. Lon Lott said he liked the brick facing but like the Planning Commission, he was in favor of saving money.

David Church said the City didn't have to go out to bid for the design. It could be negotiated. Steve Cosper said there were some good, small architects in the area. They could pick three architects and negotiate rather than sending out an RFP.

**MOTION:** Troy Stout moved to go forward with plans for the parks maintenance building with a hip roof and CMU facing, and the colors to be designated in the plans. Ramon Beck seconded. Ayes: 4 Nays: 0. Troy Stout, Ramon Beck, Roger Bennett, Lon Lott voted aye. Motion passed unanimously.

**E.** Alpine Days Budget: Shane Sorensen said that with the change in Council Assignments, Lon Lott would be over Alpine Days and had requested that the Alpine Days budget be on the agenda for discussion.

Lon Lott said that he had asked for a budget analysis of what was spent on the previous Alpine Days events and the rodeo. It appeared that the City subsidized the rodeo as well.

Troy Stout said the City had put in the rodeo lights and was supposed to recoup that expense over time. He asked if that had happened. Shane Sorensen said it was his understanding that it had. Mr. Sorensen said the City had budgeted \$25,000 for the rodeo and hadn't used any of it because of donations. The rodeo made a profit due to sponsorships. He said he had talked to Cody Smith who said they had about \$16,000 in ticket sales. Some of the old wood bleachers at the rodeo grounds were in need of repair and he wanted to spend some of the money from the rodeo on that.

Lon Lott said he was going to suggest that they first make a budget for expenditures then hope they had the revenue come in to cover the expenditures.

Mayor Wimmer suggested that Councilman Lott and Melanie Ewing sit down and discuss what was needed for Alpine Days.

Roger Bennett said the Council needed to decide how much of their disposable income they wanted to spend on Alpine Days. Troy Stout said that that while they were considering the issue, they would want to take into account the wear and tear on city facilities. He said the tennis courts were in bad shape after the teen dance. Gates were broken and the fence damaged because kids were climbing over it.

Roger Bennett said that while they were planning events for Alpine Days, they should have activities for the youth, teenagers, and adults.

Melanie Ewing said she would appreciate direction on Alpine Days. She said there wasn't enough money to hire people to help so they needed more volunteers.

Troy Stout said one of the events they needed to look at was the teen dance. There were always difficulties with it.

Lon Lott said he would meet with Melanie Ewing and come back with a proposal. He would like to have Shane Sorensen and Cody Smith at the meeting as well.

Melanie Ewing asked about combining the revenue from the rodeo and the Alpine Days events since she put a lot of time into the website for the rodeo and ticket sales.

#### VIII. STAFF REPORTS

Jason showed the plans for the trail in the proposed Summit Pointe development It would be a six-foot wide trail along the property frontage. He noted that Chief Brian Gwilliam had been elected as the new president of the Operations Dispatch Board.

Chief Gwilliam said the state legislature was looking at SB198 which would redistribute 911 fees. He said that if it passed, they stood to lose between \$300,000 to \$500,000. The Utah League of Cities and Towns was going to oppose the bill so it was something to be aware of.

Charmayne Warnock said that Alpine City's dog ordinance was seriously outdated and they would be reviewing an updated ordinance at a future meeting. She also reported that Utah County Election Officials had met with all the city recorders in the county and offered to run the upcoming election for the cities as a VBM (vote-by-mail) election. The County had conducted Alpine City's vote-by-mail election in 2015, along with some of the other

cities. Voter turnout in the cities that participated in VBM had increased significantly. Since the County received a special postal rate, their costs were considerably lower than what it would be if the cities did their own. She said the decision of going with the County would be on a future agenda.

Shane Sorensen offered their congratulations to Jason Bond and his wife on the birth of their first baby.

Shane Sorensen said the staff was in the process of trying to collect payment on outstanding water bills. He invited Carolyn Riley who worked in the utility department to report on what they were doing.

Carolyn Riley said there were about 48 accounts that were past due. They had started with the accounts having the highest unpaid balances and let the homeowners know the city would be shutting of their water if the bill was not paid. Thus far they had collected on six of the overdue accounts and there were others who were on a payment plan.

Shane Sorensen said staff needed direction from the Council on how hard of line they wanted to take with past due bills. Ramon Beck asked how many of the overdue bills were from renters. Carolyn Riley said there were a few. There were still cases where the renters moved out in the middle of the night and they didn't have the owners' signatures as the responsible party. She said David Church was going to draw up a contract for the property owners to sign so they would be responsible for the bill.

Shane Sorensen asked the Council if they were okay shutting off people's water if they didn't honor the contract. The Council indicated the water should be shut off. David Church said that if the City wanted people to pay their utility bill, there needed to be a credible way to enforce it. Shane Sorensen said the shut off letter restricted payment to a major credit card or a money order. The Council indicated they agreed with that requirement.

Shane Sorensen said they were working on the budget for the next fiscal year so if there some items that anyone wanted considered in the budget, to let him know. He said they had sold some surplus items for almost \$36,000. Regarding water and potential flooding, he said they had the most snow pack they'd had in 22 years. The water in Hog Hollow was running high enough that they had to tear out a culvert.

David Church recommended that they advise residents to clean out the waterways by their homes to reduce the risk of flooding.

Mayor Wimmer referred to the map in the packet that showed areas in and around Alpine that he wanted to designate as watershed areas. He said they would be discussing that further and consider those areas for an overlay zone.

Ross Welch said it was the tenth anniversary for the River Meadows Senior Living Center and invited the City officials to attend it on May  $4^{th}$  from 2 to 5 pm.

MOTION: Troy Stout moved to adjourn. Ramon Beck seconded. Ayes: 4 Nays: 0. Motion passed unanimously.

The meeting was adjourned at 8:55 pm.

ALPINE CITY COUNCIL MEETING 1 2 Alpine City Hall, 20 N. Main, Alpine, UT 3 February 28, 2017 4 5 **I. CALL MEETING TO ORDER:** The meeting was called to order at 7:00 pm by Mayor Sheldon Wimmer. 6 7 8 **A. Roll Call:** The following were present. Mayor Wimmer noted that they did not have a 9 quorum so no action could be taken. 10 Mayor Sheldon Wimmer 11 12 Council Members: Lon Lott, Ramon Beck 13 Council Members excused: Troy Stout, Roger Bennett, Kimberly Bryant Staff: Shane Sorensen, Charmayne Warnock 14 15 Others: John Adams, Dale Ihrge, Loraine Lott, Julie Christensen 16 17 **B. Prayer:** Lon Lott C. Pledge: Sheldon Wimmer 18 19 20 II. PUBLIC COMMENT: None 21 22 III. CONSENT CALENDAR 23 A. Minutes of the February 14, 2017 City Council meeting. 24 25 26 Lon Lott said he had made a clarification to the minutes of February 14, 2017 which was noted by the 27 City Recorder. A vote would be taken on the corrected minutes at the next meeting. 28 29 IV. REPORTS & PRESENTATIONS 30 31 A. Timpanogos Special Service District (TSSD) Report – Utah Lake Update – John Adams 32 and Dale Ihrke. Dale Ihrke reported on the issues facing Utah Lake relative to harmful algae blooms, 33 and the presence of nitrogen and phosphorous in the lake. He said the TSSD had supported research over 34 the last few years to gain accurate information on the effect of phosphorous and nitrogen in the lake so any regulatory limits placed on discharge from the TSSD waste water treatment plant into the lake was 35 36 based on sound science. They had been taking a step-by-step approach to lower the phosphorous content by 2020. If they were going to remove the phosphorous down to 1 mg/L, they anticipated an initial cost of 37 38 \$32 million dollars with an annual ongoing cost of \$5 million in operation and maintenance. The cost of 39 lowering the phosphorous level to 0.1mg/L would be closer to \$100 million dollars. Those costs would be 40 passed on to the rate payers. 41 42 Both Dale Ihrke and John Adams questioned if reducing the phosphorous levels in the discharge would 43 solve the problem of the algae blooms. Phosphorous was a naturally occurring element in the lake and eliminating it from waste water discharge may not solve the problem. John Adams said that was why they 44 45 advocated completing a scientific study before spending a lot of money on a treatment process that may

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The Utah Lake Commission was being used as the vehicle to conduct a water quality study. The members of the Utah Lake Commission from the cities would be able to appoint members to the Technical Committee, and the Technical Committee would select a Steering Committee. The Steering Committee would in turn nominate five to seven people to the Science Panel.

not deliver the desired outcome.

John Adams said the concern that TSSD had was that, as a stakeholder, they were not represented on the committee. Originally there were two positions for the waste water treatments plants on the committee, but those two positions had been eliminated.

Mr. Adams said the TSSD was asking that each of their member cities contact Eric Ellis who was Director of the Utah Lake Commission, and express concern that the wastewater treatment plants were not represented. The TSSD believed that policy makers needed to be aware of the high costs of treatment which rate payers would bear if more stringent limits were imposed. The proposed limits did not guarantee an improvement in water quality, and current research indicated that algae blooms on the lake could actually increase.

Mr. Adams reiterated that the TSSD believed that all stakeholders should be represented during the study process.

Ramon Beck said they had seen a lot of hot dry years and there hadn't been much water running into the lakes. He wondered if those factors had contributed to the algae blooms. This year they had a heavy snow pack in the mountains and he thought it might help the algae problem.

John Adams said the previous summer had been a perfect storm. They had to look at things in perspective. Toxic algae blooms had been found in Payson Lake and Schofield Reservoir, and neither body of water was located near a waste water treatment facility. He said they wanted to study Utah Lake and see what needed to be done. A cost benefit analysis should be done.

Sheldon Wimmer said he appreciated what the TSSD did and the timely update. He asked if the membership of the Steering Committee was posted because he had been asked to be on it. They said they didn't know.

Lon Lott clarified that Mr. Adams and Mr. Ihrqe were asking the Council to contact Eric Ellis and let him know that they needed broader representation on the committees. Mr. Adams said that was correct. They hoped the mayors would persuade Mr. Ellis to appoint members of the TSSD to the Committee along appointing the mayors. They would like to have representation from both.

Shane Sorensen said Jed Muhlestein had attended the Utah Lake Commission meetings a few times, then Troy Stout was assigned to the Commission.

#### V. ACTIONS/DISCUSSION ITEMS

Mayor Wimmer said they wouldn't be able to vote on any of the scheduled action items without a quorum but they could discuss them.

A. T-Mobile Wireless Telecommunication Upgrade and Collocation – 694 Rocky Mountain Drive – Crown Castle. Mayor Wimmer said the residents in the area of Rocky Mountain Drive had been concerned about the effect of radiofrequencies on health issues. In response to neighbors' concerns, a previous council had adopted notification requirements so people would be informed when changes were made to the towers. He said the Planning Commission had discussed the T-Mobile upgrade at their previous meeting and some residents were present.

Lon Lott asked if there was language in the ordinance that restricted the height of the cell towers.

Shane Sorensen looked it up ordinance and reported later in the meeting that changes to an existing cell tower shall not exceed the height of tower being replaced.

Lon Lott wondered if the trees which were planted as a screen by the towers were getting enough water because they were starting to die. They needed to look at the watering system and make sure it was functioning properly.

B. Resolution No. 2017-05, Appointing a Member Representative and Alternate Representative to the Utah Valley Dispatch Special Services District. Mayor Wimmer said the proposed Resolution would appoint Jason Bond to the Dispatch Board and Shane Sorensen as an alternate. Mr. Bond had been serving as the alternate under Rich Nelson.

Sheldon Wimmer said there was a bill in the legislature that would reallocate the way the fees from the calls were distributed. It would affect the Lone Peak PSD and they would probably need to come up with some extra money.

**C. 2017 Municipal Election:** Charmayne Warnock said the County had offered to conduct the municipal elections as a vote-by-mail (VBM) election. They had conducted the Alpine City election in 2015 as well as some of the other cities in Utah County. Voter turnout had increased significantly.

Lon Lott said he remembered when the same issue had come to them two years ago and the Council had been supportive. With the exception of Ramon Beck who was newly elected, they had the same Councilmembers they had two years ago. Ramon Beck said he had no issues with the County conducting a VBM election for the City. Mayor Wimmer said he didn't think it would need to be on the agenda again because everyone seemed to be in favor of it.

**D.** Alpine Days Budget: Lon Lott said Melanie Ewing had prepared a proposed budget which was included in the packet. He had hoped to have the Council go over the items and if they had a problem with a line item, they could talk about it. He said his intent was for the Council to be aware of what they would be spending for Alpine Days so they would need to talk about it when they had a quorum.

#### VI. STAFF REPORTS

 Shane Sorensen reported that the snowpack was 180% of normal. An article would be going out in the Newsline asking residents to make sure the waterways near their homes were cleared of debris in order to avoid flooding. He later reported that the City had between eight to ten thousand sandbags and had ordered another twelve thousand. He said usually a culvert plugged and caused problems but they had replaced all the culverts with box culverts except for the one at the top of Fort Canyon, which they were planning to replace.

Mr. Sorensen also reported that a preconstruction meeting on Fort Canyon Road would be held on Monday, March 6<sup>th</sup> in the Conference Room. Sherry Nash would represent the residents up Fort Canyon. She would attend a meeting with the contractor every Tuesday then update the neighbors. Mr. Sorensen said the City had looked at hiring Horrocks Engineering as a public information officer for the project but the residents up Fort Canyon felt Sherry Nash could relay the necessary information and didn't think the City needed to go to that expense. He said the first order of business would be replacing the culvert at the top of Fort Canyon.

#### VII. COUNCIL COMMUNICATION

Lon Lott said Mel Clement had called him about the possibility of parking an emergency preparedness trailer at the Carlisle Well site. They could park it in the LDS Church parking lot but they were concerned it would be difficult to access it in the event of an emergency with all the traffic in that area. If it was parked at the well side, they could access it from the residential side of the hill. Shane Sorensen said he would talk to Greg Kemetsch and they would take a look at it.

Sheldon Wimmer said the emergency preparedness committee in Alpine needed to be staffed. Lon Lott said he was working with the West Stake and other areas. He would see if they could put together a committee. Mayor Wimmer said they could store some emergency supplies in City Hall. They had a generator up at the City Shops.

Ramon Beck reported that Roger Bennett's mother had fallen and broke her hip. His father had passed away a couple of weeks earlier. Roger Bennett was currently in Guatemala on a Humanitarian project.

Sheldon Wimmer said the outstanding water bill balance had dropped from \$40,000 to \$19,000. Carolyn Riley and DeAnn Parry in the front office were doing a great job getting the letters out and collecting the overdue payments.

Mayor Wimmer said he would be gone for the March 14<sup>th</sup> meeting. Troy Stout would be acting as mayor pro tem.

The meeting was closed at 8:25 pm.

#### **RESOLUTION NO. R2017-05**

# A RESOLUTION OF THE ALPINE CITY COUNCIL APPOINTING MEMBER REPRESENTATIVE AND ALTERNATE REPRESENTATIVE Utah Valley Dispatch Special Service District

WHEREAS, the Board of County Commissioners of Utah County and several cities in Utah County initiated proceedings to create a special service district to provide consolidated 911 and emergency dispatch services within Utah County to be known as the Utah Valley Dispatch Special Service District (the "District"); and

WHEREAS, the Alpine City Council adopted Resolution 2008-05 which consented to the inclusion of area within Alpine City; and

WHEREAS, the District will be governed by a Board of Directors and the Alpine City Council desires to make a representative appointment to that Board; and

WHEREAS, all noticing required for vacancy on the Board has been followed pursuant to Utah State Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALPINE, UTAH, as follows:

- 1. That Jason Bond, Alpine City Planner is hereby appointed as the representative to the Utah Valley Dispatch Special Service District, together with such alternate or alternates as shall be appointed.
- 1. That Shane Sorensen, Alpine City Administrator is hereby appointed as the alternate representative to the Utah Valley Dispatch Special Service District, together with such alternate or alternates as shall be appointed.
- 2. That this resolution shall remain in effect until repealed by another resolution appointing a different representative to the Utah Valley Dispatch Special Service District.
- 3. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 14th day of March, 2017.

	ALPINE CITY
ATTEST:	Sheldon Wimmer, Mayor
Charmayne G. Warnock, City Recorder	

#### **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** T-Mobile Wireless Telecommunication Tower Upgrade

FOR CONSIDERATION ON: 14 March 2017

**PETITIONER:** Crown Castle - Craig Chagnon

**ACTION REQUESTED BY PETITIONER:** Approve the Site Plan

APPLICABLE STATUTE OR ORDINANCE: Article 3.27 (Wireless

**Telecommunications**)

PETITION IN COMPLIANCE WITH ORDINANCE: Yes

#### **BACKGROUND INFORMATION:**

Crown Castle has submitted a site plan for review that would include the installation of (3) antennas, (3) RRUs, (3) TMAs, (2) 7/8 COAX cable, (1) 1-5/8" HYBRID cable and (6) New 2-1/2" pipes to the existing mount. The site is located at 694 Rocky Mountain Drive (Shepherd's Hill).

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 subsection, the term "eligible facilities request" means any request for modification of an existing wireless tower or base station that involves:

- (A) collocation of new transmission equipment;
- (B) removal of transmission equipment;
- (C) replacement of transmission equipment;

(Article 3.27.3 of the Alpine City Development Code)

#### PLANNING COMMISSION MOTION:

Jane Griener moved to recommend approval of the T-Mobile Wireless Telecommunications Upgrade and Collocation with the following condition:

1. Crown Castle consider replacing dead trees around their cell tower and adding additional foliage.

John Gubler seconded the motion. The motion passed with 4 Ayes and 0 Nays. Steve Cosper, Jane Griener, Carla Merrill, and John Gubler all voted Aye.

# - - Mobile - - -

T-MOBILE SITE NUMBER: SL01122A T-MOBILE SITE NAME:

SITE TYPE:

**TOWER HEIGHT:** 

40° 26' 39.30"

-111° 46' 46.30

CITY OF ALPINE

CLYDE SHEPHERD

CCTMO LLC 2000 CORPORATE DRIVE CANONSBURG, PA 15317

ROCKY MOUNTAIN POWER

**PROJECT TEAM** 

CROWN CASTLE 2000 CORPORATE DRIVE CANONSBURG, PA 15317

116 INVERNESS DR. EAST STE# 280 ENGLEWOOD, CO 80112

116 INVERNESS DR, EAST STE# 280 ENGLEWOOD, CO 80113

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

NAD83

**ALPINE SHEPHERD HILL MONOPOLE** 22'-0"

CROWN CASTLE BU #: 822343

LOCATION MAP

w Cascage h

•

40.44425 -111.779528

**SITE ADDRESS: COUNTY:** 

JURISDICTION:

**651 S BATEMAN** ALPINE, UT 84004

**UTAH** 

**CITY OF ALPINE** 



T-MOBILE SITE NUMBER: SL01122A

BU #: 822343 ALPINE\_SHEPHERD\_HILL

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

		ISSUE	ED FOR:	
REV	DATE.	DRWN	DESCRIPTION	DFS./Q/
Α	01/11/17	NJII	PRELIMINARY	CIR
0	01/26/17	NJH	CONSTRUCTION	RAB
	-11-1111			-



1/26/2017 | 10:24:49 AM EST

Bichard A. Boelter, P.F. Professional Engineer License: #539199

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION

#### SITE INFORMATION

SITE ADDRESS

ALPINE\_SHEPHERD\_HILL 651 S BATEMAN, ALPINE, ITT 84004

COUNTY: MAP/PARCEL#

11-023-0117 EXISTING

AREA OF CONSTRUCTION LATITUDE:

LONGITUDE: LAT/LONG TYPE

OCCUPANCY CLASSIFICATION:

TYPE OF CONSTRUCTION:

JURISDICTION:

A.D.A. COMPLIANCE:

PROPERTY OWNER:

TOWER OWNER:

APPLICANT/CARRIER

CROWN CASTLE APPLICATION ID:

ELECTRIC PROVIDER:

TELCO PROVIDER:

CROWN CASTLE A&E FIRM:

CROWN CASTLE CONTACTS:

CENTURY LINK

**DRAWING INDEX** 

SHEET#	SHEET DESCRIPTION
Ť-1	TITLE SHEET
T-2	GENERAL NOTES
C-1.1	SITE PLAN
C-1,2	EXISTING AND FINAL EQUIPMENT LAYOUTS
C-2	EXISTING AND FINAL ELEVATIONS
Ç-3	ANTENNA PLAN AND SCHEDULE
C-4	EQUIPMENT SPECIFICATIONS
C-5	PLUMBING DIAGRAM
C-6	RFDS
G-1	ANTENNA GROUNDING DETAILS
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS

IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE

# PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO PROPOSE AN ANTENNA MODIFICATION ON AN EXISTING WIRELESS SITE.

- · REMOVE (3) TMAs
- NESTALL (2) 176" COAX CABLE INSTALL (1) 1-5/8" HYBRID CABLE INSTALL (6) NEW 2-1/2" HORIZONTAL PIPES W/CROSSOVER HARDWARE TO (F) MOUNT

DESIGN PACKAGE BASED ON APPLICATION

DESIGN PACKAGE BASED ON RE DATA SHEET VERSION: 1.1 ISSUED: 8/4/16

JEITREY EVERILL-LEE - CONSTRUCTION MANAGER (801) 347-6768 RACHAEL CARSON - A&E PROJECT MANAGER

RACHAEL CARSON CONTRACTOR@CROWNCASTLE COM

CROWNAE APPROVAL@CROWNCASTLE.COM

GRANT STEINHAUSER - PROJECT MANAGER



GOVERNING AUTHORITIES, NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT CODE TYPE BUILDING CODE ITAH STATE CONSTRUCTION CODE/2015 IBC UTAH STATE CONSTRUCTION CODE/2015 IMC UTAH STATE CONSTRUCTION CODE/2014 NEC

MOUNT ANALYSIS: BY OTHERS

# APPLICABLE CODES/REFERENCE **DOCUMENTS**

DRIVING DIRECTIONS FROM T-MOBILE LOCAL OFFICE (121 W. ELECTION RD, SUITE 330 DRAPER UT. 84020) HEAD WEST ON S ELECTION RO TOWARD LOME PEAK FRWY. TAKE I-15 S, TIMPANOGOS HWY COMMUTER LN AND UT-92 E TO SUNSET DR IN ALPINE. CONTINUE ON SUNSET DR AND TAKE BATEMAN IN TO W CASCADE AVE.

W 800 S

N 1143U N W 1114 to

ALL WORK SHALL, BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH WORK NOT CONFORMING TO THESE CODES:

STRUCTURAL ANALYSIS: CROWN CASTLE DATED IANUARY 9, 2017

# SITE PHOTO:



NO SCALE

#### SITE WORK GENERAL NOTES:

- THE SUBCENTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
- 2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR, EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES, SUBCONTRACTOR SHAL PROVIDE SAFETY TRAINING FOR THE WORKING CREW, THIS WILL INCLUDE BUT NOT I TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING
- 3. ALL SITE WORK TO COMPLY WITH QAS-STD-10068 "INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON CROWN CASTLE TOWER SITE" AND LATEST VERSION OF TIA 1019 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
- 4. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND
- 5. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- 6. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH T EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER AND/OR
- 7. THE SUBCENTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE.
- THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER 10 FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS,
- NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- 11. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE PROJECT SPECIFICATIONS,
- 12. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
- 13% NOTICE TO PROCEED- NO WORK TO COMMENCE PRIOR TO COMPANY'S WRITTEN NOTICE TO PROCEED AND THE ISSUANCE OF A PURCHASE ORDER
- 14. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CUIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN AND SHALL MEET ANSI/TIA 1019 (LATEST EDITION), OSHA, AND GENERAL INDUSTRY STANDARDS. ALL RIGGING PLANS SHALL ADHERE TO ANSI/TIA-1019 (LATEST EDITION) INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER CLASS IV CONSTRUCTION.

#### STRUCTURAL STEEL NOTES:

- 1. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH ASTM A36 LINESS OTHERWISE NOTED
- BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE (3/4°Ø) CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
- 3. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
- 4. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S RECOMMENDED PROCEDURE, THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS: NO REBAR SHALL BE CUT WITHOUT PRIOR CONTRACTOR APPROVAL WHEN DRILLING HOLES IN CONCRETE, SPECIAL INSPECTIONS, REQUIRED BY GOVERNING CODES, SHALL BE PERFORMED IN ORDER TO MAINTAIN MANUFACTURER'S MAXIMUM ALLOWABLE LOADS.

#### CONCRETE AND REINFORCING STEEL NOTES:

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 2B DAYS, UNLESS NOTED OTHERWISE, SLAB FOUNDATION DESIGN ASSUMING ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
- 3. REINFORCING STEEL SHALL CONFORM TO ASTM A615. GRADE 60. DEFORMED UNLESS NOTED OTHERWISE, WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE, SPLICES SHALL BE CLASS B" AND ALL HOOKS SHALL BE STANDARD, UNO
- 4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

CONCRETE CAST AGAINST EARTH. CONCRETE EXPOSED TO EARTH OR WEATHER #6 AND LARGER... GROUND:

......3/4 IN SLAB AND WALLS... BEAVS AND COLUMNS 1/2 IN

5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE. IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

#### MASONRY\_NOTES:

- 1. HOLLOW CONCRETE MASONRY UNITS SHALL MEET A.S.T.M. SPECIFICATION C90, GRADE N. TYPE 1. THE SPECIFIED DESIGN COMPRESSIVE STRENGTH OF CONCRETE MASONRY (F'm) SHALL BE 1500 PSI
- MORTAR SHALL MEET THE PROPERTY SPECIFICATION OF A.S.T.M. C270 TYP. "S" MORTAR AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI.
- GROUT SHALL MEET A.S.T.M. SPECIFICATION C475 AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2000 PSI.
- 4. CONCRETE MASONRY SHALL BE LAID IN RUNNING (COMMON) BOND.
- 5. WALL SHALL RECEIVE TEMPORARY BRACING, TEMPORARY BRACING SHALL NOT BE REMOVED UNTIL GROUT IS FULLY CURED.

#### **GENERAL NOTES:**

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY: CONTRACTOR-

CONTRACTOR—
SUBCONTRACTOR—
CARRIER—
T—MOBILE
TOWER OWNER—
CROWN CASTLE
TOWER OWNER—

ORIGINAL EQUIPMENT MANUFACTURER

- 2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR AND CROWN CASTLE
- 3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK, ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL DUTYINITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CEDES, ORDINANCES AND APPLICABLE PECILIATIONS.
- 4. DRAWINGS PROVIDED HERE ARE NOT TO SCALE AND ARE INTENDED TO SHOW OUTLINE
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- 6: "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR, ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.
- 7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- 82 IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS. THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR AND CROWN CASTLE PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF
- 9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWINGS.
- THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURÓS, LANDSCAPING AND STRUCTURES, ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- 11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETLENED TO THE OWNER'S DESIGNATED LOCATION.
- 12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

#### ABBREVIATIONS AND SYMBOLS:

#### ABBREVIATIONS:

ABOVE GRADE LEVEL BASE TRANSCEIVER STATION AGL BTS EXISTING MUMINIM REFERENCE RADIO FREQUENCY T.B.D.
T.B.R.
TYP
REQ
EGR
AWG
MGB
EG
BCW
SIAD
GEN
IGR
RBS TYPICAL REQUIRED EQUIPMENT GROUND RING AMERICAN WIRE GAUGE MASTER GROUND BAR EQUIPMENT GROUND BARE COPPER WIRE SMART INTEGRATED ACCESS DEVICE GENERATOR INTERIOR GROUND RING (HALO)
RADIO BASE STATION

#### SYMBOLS:

-S/N- SOLID NEUTRAL BUS BAR SUPPLEMENTAL GROUND CONDUCTOR 2-POLE THERMAL-MAGNETIC CIRCUIT SINGLE-POLE THERMAL-MAGNETIC CHEMICAL GROUND ROD  $\otimes$ TEST WELL DISCONNECT SWITCH

-S/G- SOLID GROUND BUS BAR

 $\bigcirc$ METÉR

EXOTHERMIC WELD (CADWELD)

MECHANICAL CONNECTION

GROUNDING WIRE

#### **ELECTRICAL INSTALLATION NOTES:**

- 1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
- 2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT 3LOCKED AND TRIP HAZARDS ARE ELIMINATED.
- WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC, HILTI EPOXY ANCHORS ARE REQUIRED BY CROWN CASTLE,
- 4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
- EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOTS), GROUNDING AND TI CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION. OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA
- ALL ELECTRICAL COMPONENTS SHALL JE CLEARLY LABELED WITH PLASTIC TAPE PER COLOR SCHEDULE. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (I.E. PANEL BOARD AND CIRCUIT ID'S).
- B. PANEL BOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
- 9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE
- 10, POWER, CONTROL AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THINN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90' C (WET & DRY) OPERATION LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED UNLESS OTHERWISE
- 11, SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600V, OIL RESISTANT THINN OF THWN-2 GREEN INSULATION CLASS B STRANDED COPPER CABLE RATED FOR 90' C (WET AND DRY) OPERATION LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED UNLESS OTHERWISE SPECIFIED.
- 12 POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TO CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION WITH OUTER JACKET LISTED OR LABELED FOR THE LOCATION USED UNLESS OTHERWISE SPECIFIED
- 13 ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75' C (90' C IF
- 14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
- 15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
- 16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT) OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED
- 17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
- 1B. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
- 19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED, SET SCREW FITTINGS ARE NOT ACCEPTABLE.
- 20- CABINETS. BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC
- 21. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED
- 22. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT CHANGES IN DIRECTION TO ROUTE ARDUND OBSTACES SHALL BE MADE WITH CONDUIT ONTET BODIES, CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE ISHED TO CLEAR OBSTRUCTIONS, ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING, CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHIN ON INSIDE AND GALVANIZED MALLEABLE BUSH BUSHIN ON INSIDE BUSHIN ON INSIDE BUSHIN ON INSIDE BUSHIN ON INSIDE BUSH BUSH BUSH BUSH BU LOCKNUT ON OUTSIDE AND INSIDE.
- 23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY—COATED SHEET STEEL; SHALL MEET OR EXCEED UL 50 AND RATED NEMA 1 (OR BETTER) INDOORS OR NEMA 3R (OR BETTER) OUTDOORS.
- 24. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
- 25 NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCLED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
- 26 THE SLIBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
- 27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
- 28 INSTALL PLASTIC LABEL ON THE METER CENTER TO SHOW "T-MOBILE".
- 29. ALL CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD

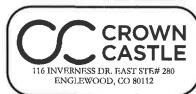
#### GREENFIELD GROUNDING NOTES:

- 1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION. RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
- THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS
- 3. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
- METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
- METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS
- 6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, 6 AWG STRANDED COPPER OR LARGER FOR INDOOR BTS: #2 AWG SOLID TINNED COPPER FOR OUTDOOR BTS.
- CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OF STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
- B. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 AWG SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
- 9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL
- 10. USE OF 90' BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45' BENDS CAN BE ADEQUATELY SUPPORTED.
- 11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
- 12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
- COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS. 14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
- 15. APPROVED ANTIOXIDANT COATINGS (I.E. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
- 16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
- 17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN
- 18. BOND ALL METALLIC OBJECTS WITHIN 6 FT. OF MAIN GROUND WIRES WITH 1-#2 AWG TIN-PLATED COPPER GROUND CONDUCTOR.
- 19% GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTINING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CUPS OR SLEEVES THROUGH WALLS OR FLOORS, WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDUTIONS, NON-METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NONMETALLIC CONDUIT DRAWLERS). PROHIBITED BY (OCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
- 20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 TINNED SOLID IN 3/4" LIQUID TIGHT CONDUIT FROM 24"
  BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT.
  THE EXPOSED END OF THE LIQUID TIGHT CONDUIT MUST BE SEALED WITH SILICONE CAULK, (ADD TRANSITIONING GROUND STANDARD DETAIL

NEC 1	NSULATOR COLOR	CODE
DESCRIPTION	PHASE/CODE LETTER	WIRE COLOR
240 /100 4/3	LEG 1	BLACK
240/120 10	LEG 2	RED
AC NEUTRAL	N	WHITE
GROUND (EGC)	G	GREEN
VDC FOS	+	*RED-POLARITY MARK AT TERMINATION
VDC NEG	5	*BLACK-POLARITY MARK AT TERMINATION
	PHASE A	BLACK
240V OR 20BV, 3Ø	PHASE B	RED(ORG, IF HI LEG)
	PHASE C	BLUE
	PHASE A	BROWN
480V, 3Ø	PHASE B	ORANGE
	PHASE C	YELLOW

\* SEE NEC 210.5(C)(1) AND (2)





T-MOBILE SITE NUMBER: SL01122A

BU #: 822343 ALPINE SHEPHERD HILL

> 651 S BATEMAN **ALPINE, UT 84004**

EXISTING 22'-0" MONOPOLE

		ISSUE	D FOR:	
REV	DATE	DRWN	DESCRIPTION	DES./
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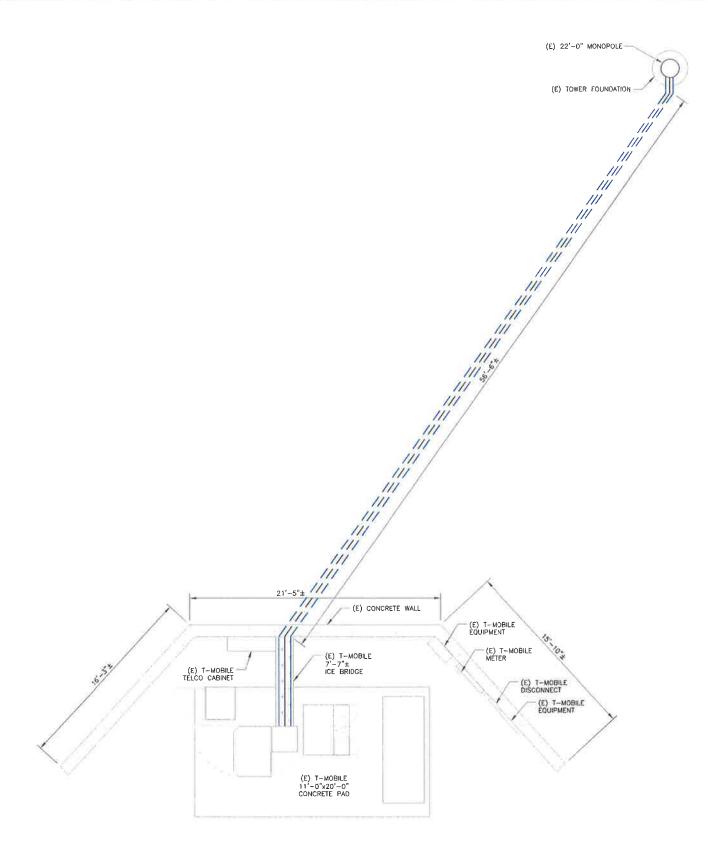


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Professional Engineer License: #5391999

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T-MOBILE SITE NUMBER: **SL01122A** 

BU #: 822343 ALPINE\_SHEPHERD\_HILL

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

REV	DATE	DRWN	DESCRIPTION	DES /QA
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Richard A. Boelter, P.E. Professional Engineer License: #5391

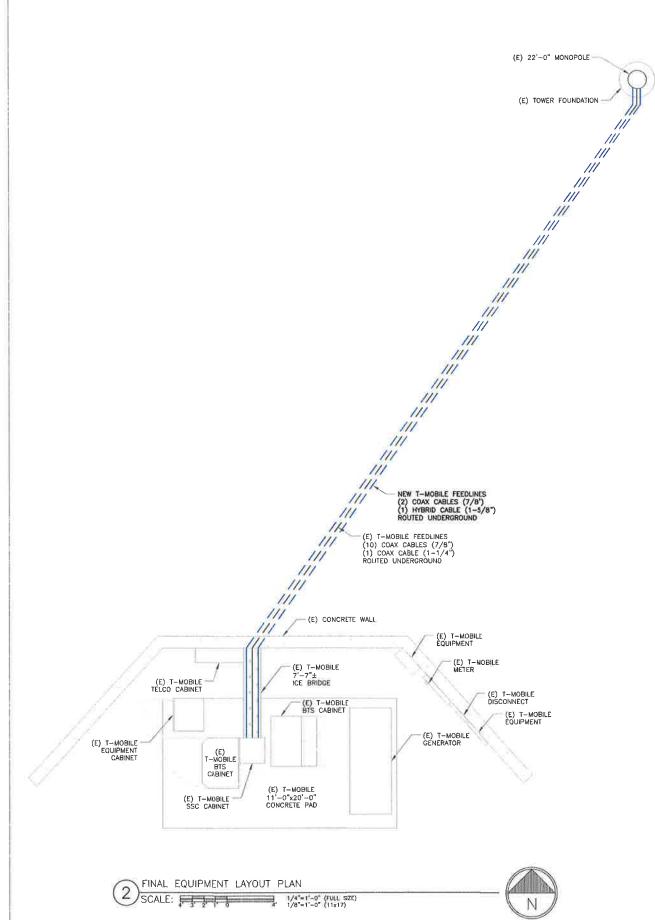
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C-1.1









(E) 22'-0" MONOPOLE

(E) TOWER FOUNDATION

(E) T-MOBILE FEEDLINES (10) COAX CABLES (7/8") (1) COAX CABLE (1-1/4")

(E) T-MOBILE EQUIPMENT

(E) CONCRETE WALL

(E) T-MOBILE 7'-7"± ICE BRIDGE

(E) T-MOBILE 11'-0"x20'-0" CONCRETE PAD

ETS CABINET

(E) T-MOBILE -

(E) T-MOBILE BTS CABINET

EXISTING EQUIPMENT LAYOUT PLAN

1) SCALE: 1/4°=1'-0° (FULL SIZE) 1/8°=1'-0° (11x17')

(E) T-MOBILE SSC CABINET

T - Mobile - - - Mobile - - - Suite 330 DRAPER UT. 84020



T-MOBILE SITE NUMBER: **SL01122A** 

BU #: 822343 ALPINE\_SHEPHERD\_HILL

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

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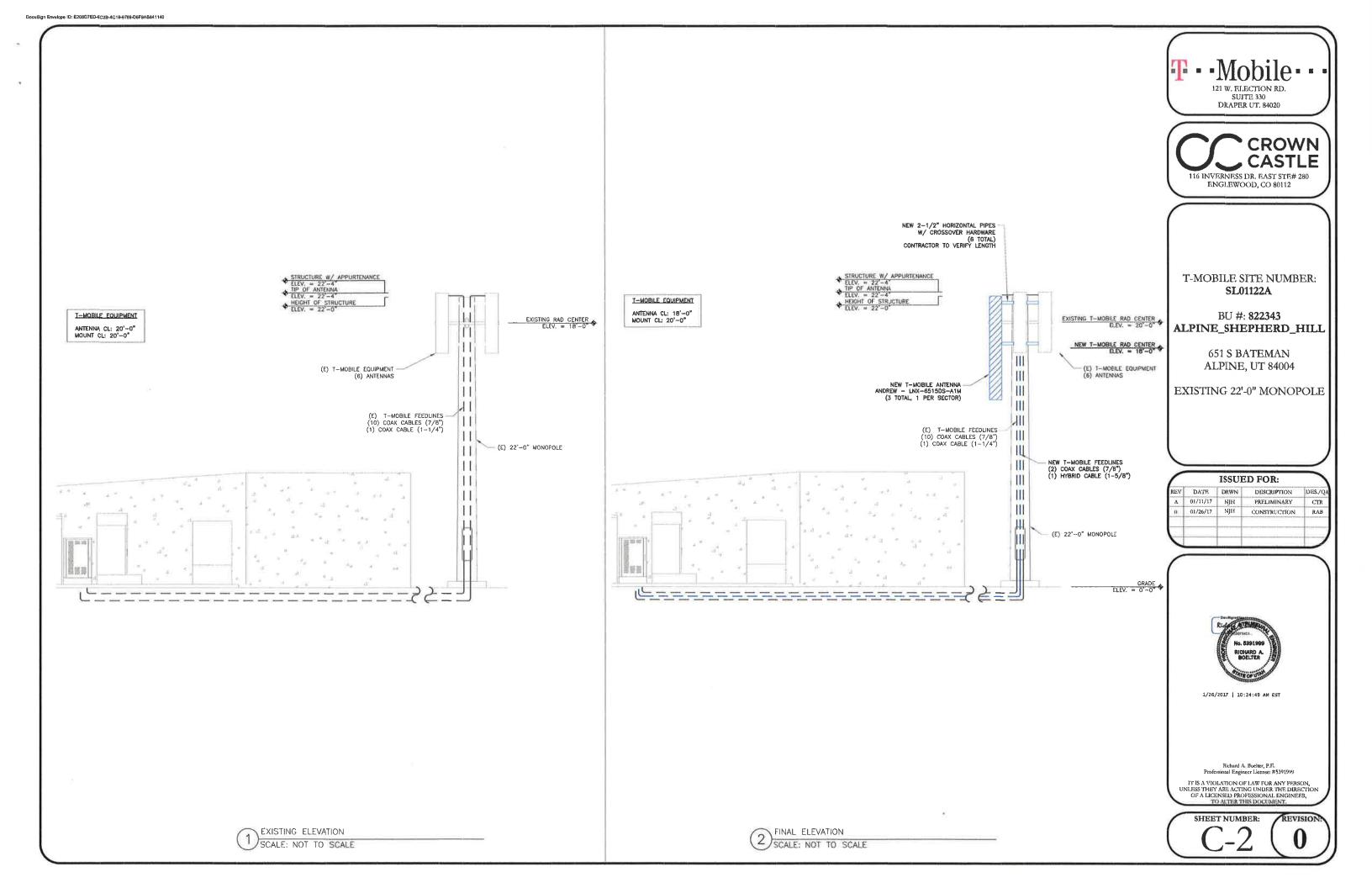
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C-1.2

SHEET NI



A1

(ALPHA)
355" AZIMUTH

(E) T-MOBILE TMA
TO BE REMOVED
ERICSSON - KRY 112 144/1
(3 TOTAL, 1 PER SECTOR)

(GAMMA)
210" AZIMUTH

(E) T-MOBILE TMA
TO BE REMOVED
ERICSSON - KRY 112 144/1
(3 TOTAL, 1 PER SECTOR)

(BETA)
115" AZIMUTH

(E) T-MOBILE ANTENNA
TO BE RELOCATED TO NEW PIPE
(3 TOTAL, 1 PER SECTOR)

(E) T-MOBILE ANTENNA
TO BE RELOCATED TO NEW PIPE
(3 TOTAL, 1 PER SECTOR)

EXISTING ANTENNA LAYOUT SCALE: NOT TO SCALE

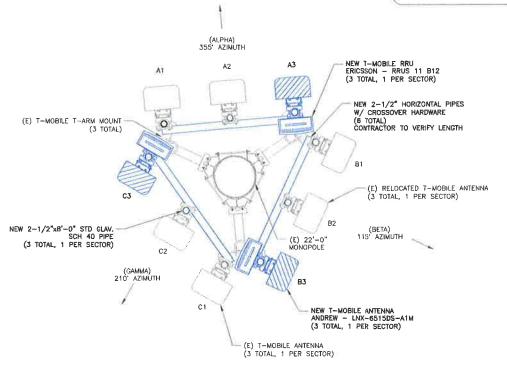




ANTENNA PHOTO
SCALE: NOT TO SCALE

INSTALLER NOTE:

REPLACE EXISTING PIPE MOUNTS WITH NEW 2-1/2" STD (2-7/8" O.D.) GALV. SCH 40 PIPE AS REQ'D.



NEW ANTENNA LAYOUT SCALE: NOT TO SCALE



ANTENNA SCHEDULE RAD CENTER ANTENNA MANUFACTURER SECTOR TECHNOLÒGY AZIMUTH ANTENNA MODEL FEEDLINE TYPE (UMTS/GSM) PCS 20'-0" 355\* ERICSSON AIR 21 B2A B4P COAX/HYBRID ALPHA A2 LTE AWS 20'-0" ERICSSON AIR 21 B2A B4P 355 HYBRID (1) ERICSSON -RRUS 11 B12 ALPHA A3 LTE 700 355\* ANDREW LNX-6515DS-A1M 18'-0" COAX/HYBRID BETA (UMTS/GSM) PCS ERICSSON AIR 21 B2A B4P 20"-0" 115 COAX/HYBRID BETA B2 LTE AWS 20'-0" 115\* ERICSSON AIR 21 B2A B4P HYBRID BETA В3 (1) ERICSSÓN -RRUS 11 B12 18'-0" LNX-6515DS-A1M LTE 700 115 ANDREW COAX/HYBRID (UMTS/GSM) GAMMA FRICSSON AIR 21 B2A B4P 20'-0" 210' COAX / HYBRID **GAMMA** C2 LTE AWS 20'-0" 210" FRICSSON AIR 21 B2A B4P HYBRID (1) ERICSSON -RRUS 11 B12 GAMMA C3 LTE 700 18'-0" 210" ANDREW LNX~8515DS-A1M COAX/HYBRID

ANTENNA SCHEDULE
SCALE: NOT TO SCALE

T - Mobile - - - SUITE 330

DRAPER UT. 84020



T-MOBILE SITE NUMBER: SL01122A

BU #: **822343 Alpine\_Shepherd\_Hill** 

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

REV	DATE	DRWN	DESCRIPTION	DES /Q
A	01/11/17	NJH	PRELIMINARY	CTR
0	01/26/17	NJH	CONSTRUCTION	RAB



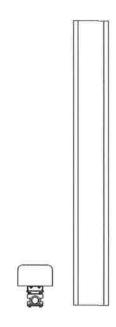
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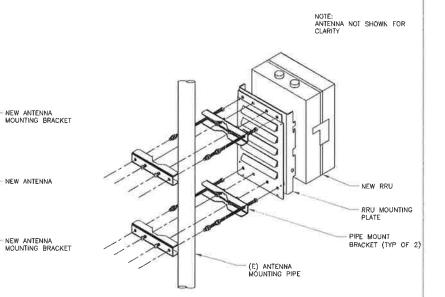
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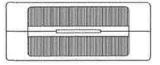
ANDREW - LNX-6515DS-A1M
WEIGHT (WITHOUT MOUNTING HARDWARE): 43.7 LBS
SIZE (HxWxD): 96.60x11.90x7.10 IN.
MOUNTING HARDWARE P/N: DB380-3 & DB5063D
RATED WIND VELOCITY: 149.8 MPH

ANDREW - LNX-6515DS-A1M 1) SCALE: NOT TO SCALE



NOTE:
ALL PIPES BRACKETS
AND MISCELLANEOUS
HARDWARE TO BE
GALVANIZED UNLESS
NOTED OTHERWISE

ANTENNA & RRU MOUNTING DETAIL
SCALE: NOT TO SCALE





ERICSSON — RRUS 11 B12 WEIGHT (FULLY EQUIPPED): 50.7 LBS SIZE (HxWxD): 19.7x17x7.2 IN.

ERICSSON - RRUS 11 B12 2 SCALE: NOT TO SCALE





T-MOBILE SITE NUMBER: SL01122A

BU #: 822343 ALPINE\_SHEPHERD\_HILL

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

REV	DATE	DRWN	DESCRIPTION	DES./Q/
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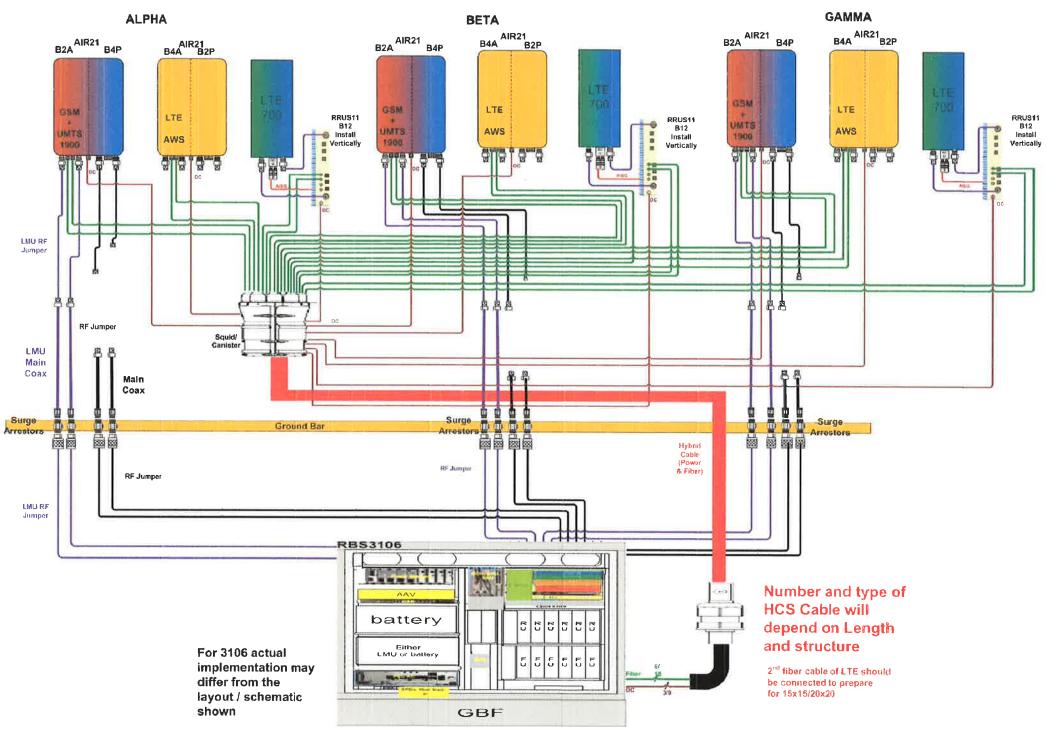
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NOT USED

SCALE: NOT TO SCALE

# Site Configuration 702Cu - AIR Based with RBS3106



T - Mobile - - - SUITE 330
DRAPER UT. 84020



T-MOBILE SITE NUMBER: SL01122A

BU #: **822343** ALPINE\_SHEPHERD\_HILL

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

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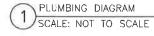
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SHEET NUMBER:

C-5



#### Section 1 - Site Information ID: SL01122A tus: Final sion: 1.1 ject Type: L700 conved: 84/2016 1.46.01 PM croved By: GSM1900/SShahne thodrisud: 84/2016 1.48.01 PM thodrisud By: GSM1900/SShahne In the state of th Plan Year Market: SALT LAKE CITY UT Vendor: Ericsson Landford: Crown Castle-T3 AL Template: 702Cu IRAN Template: 702Cu Outdoor Cosx Lins Count: 12 TMA Count: 0 RRU Count: 3

			Proposed RAN Equip						Sect	or 2 (Proposed) view f	rom behind		
entycones.			Template: 702Cu Outd	00.			Coverage Type	(A - Outdoor Macro)					
Inclosure	1						Antenna	1		2			3
Enclosure Type	(RBS 6131)					Antenna Model	(AIR21 B2A/B4P (Quad)		(AIR21 B4A/B2P (Quad))		(LNX-8515DS-A11	/ (Dual)	
laseband	DUS41 DUN30 DUG20 U1900 G1900 G1900					Azimuth	(115)		(16)		116		
habita Public	[LTO]						M. Tik	0		0		0	
lybrid Cable Iyatom	(Erictson 9x10 HCS 40m)					Height	24		24		24)		
Multiplexer	XMU						Ports	P1	P2	P3	P4		P5
		Secti	or 1 (Proposed) view fr	om behind			Active Tech	(U1900) (31900)		(L2100)		(L700)	
Coverage Type	(A - Outdoor Macro)						Dark Tech. Restricted					<del> </del>	
liitenna	1 2			3	Tech.								
Antenna Model	(AIR21 B2A/84P (Quad))		AIR21 B4A/B2P (Quad)		(LNX-8515DS-A1M (Du	ual)	Decomm. Tech						
Azimuth	(356)		355	6			E. Tik	0		0		0	
VI. Tilt	0		0		Cables	Fiber Jumper - 32 ft	7/8" Coax - 100 f.	Fiber Jumper - 32 ft.		Fiber Jumper - 32	t. (Fiber Jumper - 32 t.)		
leight	24		24		24			(Fiber Jumper - 32 t.) (7/6" Coax - 100 t.) (7/6" Coax - 100 t.)				Coax Jumper - 10 t Coax Jumper - 10 t	
orts	P1 P2		P3 P4		P5			7/8* Coax - 100 t					
Active Tech.	(U1900) (G1900)		(L2100)		L700)		TMAs					1	
Dark Tech.			1				Diplexers / Combiners						
lestricted lech.							Radio					RRUS11 812	
Decomm. Tech.							Sector Equipment	(TRX) (TRX)					
i. Tik	0		0		1		Unconnected E	quipment:		1		1	
Cables	Fiber Jumper - 32 ft. Fiber Jumper - 32 ft. 7/6" Coax - 100 ft. 7/6" Coax - 100 ft.	78° Coax-100 £	(Fiber Jumper - 321)		Fiber Aumper - 32 1. Coax Aumper - 10 1.	CAPITALISM MATCHINGS OF THE PARTY OF THE PAR	Scope of Work:	NS TMAs require that the misin lines on P2 be weatherprivited					
TMA's	Name and Address of the Owner, or other party		1					·	Sect	or 3 (Proposed) view f	rom behind		
Diplexers /			Coverage Type	A - Outdoor Macro									
combiners radio	(RRUS11B12)		Antenna		1	2			3				
ieçlar	TRX) (TRX)	(TEX)		(KNOSTI B12)		Antenna Model	(AR21 B2A/B4P (Quad))		(AIR21 B4A/BZP (Quad))		LNX-8616DS-A11	d (Dual)	
Equipment Inconnected Ec			11				Azimuth	210		(240)		240	_
icope of Work:							ML Tilt	0		0		0	
	STMAs require that the mi	ain lineson P2 be weather	proofed				Height	24		24		24	
							Ports Active Tech.	P1	P2	P3	P4		P5
							Dark Tech	(U1900) (G1900)		(L2100)		L700)	
							Restricted Tech,						
							Decomm			1		1	
							Tech. E. Tik			6		1	
							Cables	0	(500)	0		0	
								Fiber Jumper - 32 t. Fiber Jumper - 32 t. 7/6" Coax - 100 t. 7/6" Coax - 100 t.	7/6* Coax - 100 t	Fixer Jumper - 32 t		Name of the Park o	t.) (Coax Jumper - 10 t.)
							TMAs						
							Diplexers / Combiners						
							Radio					(RRUS11 B12)	
							Sector Equipment	(TRX) (TRX)					
							Unconnected E	Shalle 40407		-			
							Scope of Work:						
						Removal of AWS TMAs require that the main lines on P2 be weather provided							

T - Mobile - 121 W. ELECTION RD.
SUITE 330
DRAPER UT. 84020



T-MOBILE SITE NUMBER: SL01122A

BU #: 822343 ALPINE\_SHEPHERD\_HILL

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

		ISSUE	1	
REV	DATE	DRWN	DESCRIPTION	DES./Q/
A	01/11/17	NJH	PRELIMINARY	CIR
0	01/26/17	NJH	CONSTRUCTION	RAB
				1



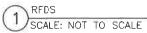
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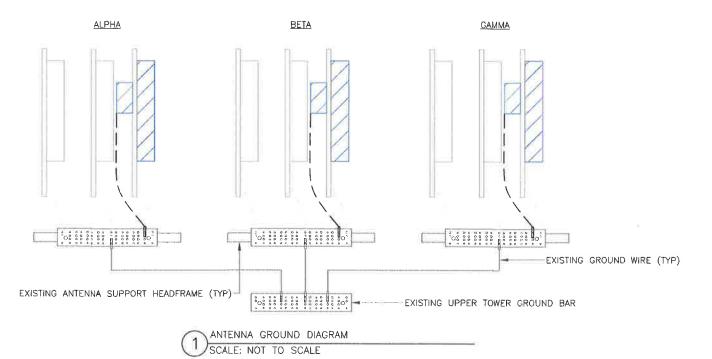
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REVISION

SHEET NUMBER:









T-MOBILE SITE NUMBER: SL01122A

BU #: 822343 ALPINE\_SHEPHERD\_HILL

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

REV	DATE	DRWN	DESCRIPTION	DES./Q
Λ	01/11/17	NJH	PRELIMINARY	CTR
0	01/26/17	NJH	CONSTRUCTION	RAB
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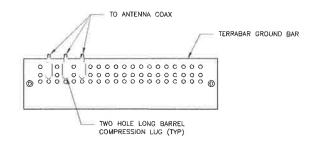
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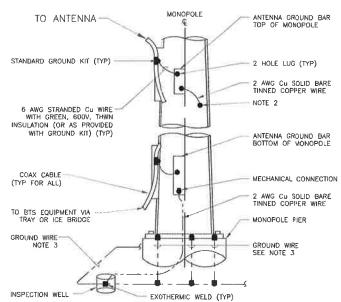
G-1

REVISION



- 1. DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
- 2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
- 3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL.

#### ANTENNA GROUND BAR DETAIL 1) SCALE: NOT TO SCALE



#### NOTES:

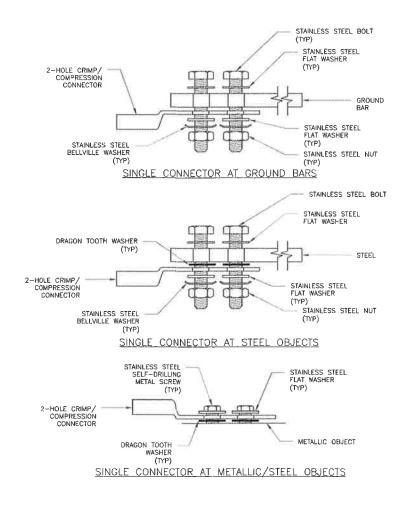
- 12 NUMBER OF GROUND BARS MAY VARY DEPENDING ON THE TYPE OF MONOPOLE ANTENNA LOCATION AND CONNECTION ORIENTATION. COAXIAL CABLES EXCEEDING 200 FEET IN/ON THE POLE SHALL HAVE GROUND KITS AT THE MIDPOINT, PROVIDE AS REQUIRED.
- ONLY MECHANICAL CONNECTIONS ARE ALLOWED TO BE MADE TO CROWN CASTLE TOWERS. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
- 3. ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/TIA 222. FOR TOWERS BEING BUILT TO REV G OF THE STANDARD, THE WIRE SIZE OF THE BURIED GROUND RING AND CONNECTIONS BETWEEN THE TOWER AND THE BURIED GROUND RING SHALL BE 2/O AWG. STRANDED IN ADDITION, THE MINIMUM LENGTH OF THE GROUND RODS SHALL BE INCREASED FROM 8 FEET TO 10 FEET.

TO ANTENNA COAX TERRABAR GROUND BAR 0 1000000000000000 #2 SOLID TINNED COPPER CONDUCTOR TO TOWER/SHELTER GROUND RING (2 TYP, FOR BOTTOM GROUND BAR ONLY) TWO HOLE LONG BARREL COMPRESSION LUG (TYP)

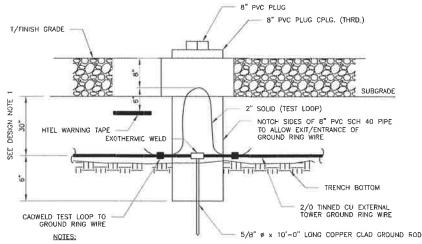
#### NOTES:

- 1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTONS,
- 2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER, MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY),
- 3. INSTALL GROUND BARS AT 75 FT. INTERVAL MAXIMUM.
- 4. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.

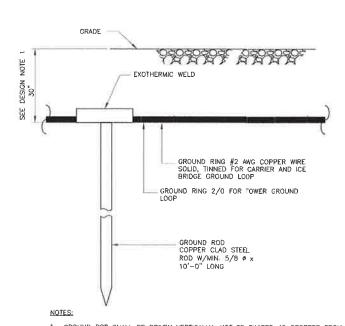
#### TOWER/SHELTER GROUND BAR DETAIL SCALE: NOT TO SCALE



HARDWARE DETAIL FOR EXTERIOR CONNECTIONS SCALE: NOT TO SCALE



- 1. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE
- 2. GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE.
- INSPECTION PORT DETAIL SCALE: NOT TO SCALE



- 1. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL

  2. GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE.
- (WHICH EVER IS GREATER) AS PER N.E.C. ARTICLE 250-50(D)

GROUND ROD DETAIL 6 SCALE: NOT TO SCALE





T-MOBILE SITE NUMBER: SL01122A

BU #: 822343 ALPINE\_SHEPHERD\_HILL

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

	ISSUED FOR:						
REV	DATE	DRWN	DESCRIPTION	DES./Q/			
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0	01/26/17	NJH	CONSTRUCTION	RAB			

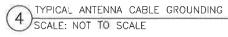


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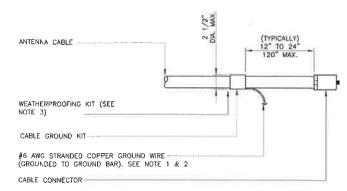
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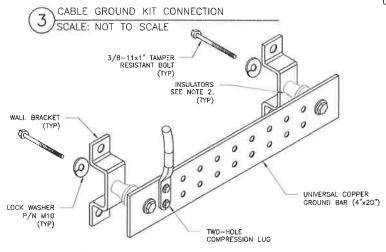
- 1. ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.
  2. MOLD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.

#### CADWELD GROUNDING CONNECTIONS SCALE: NOT TO SCALE



#### NOTES:

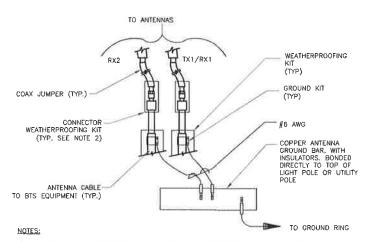
- DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
- GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER,
- WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE USED.



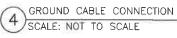
1. DOWN LEAD (HOME RUN) CONDUCTORS ARE <u>NOT</u> TO BE INSTALLED ON CROWN CASTLE TOWER, PER THE GROUNDING DOWN CONDUCTOR POLICY QAS—STD—10091\* NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION, CAD—WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.

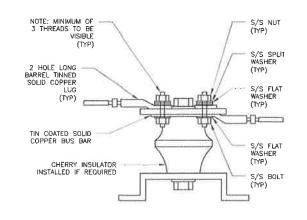
 $2_{\ast}$  OM/T INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

GROUND BAR DETAIL 6 SCALE: NOT TO SCALE



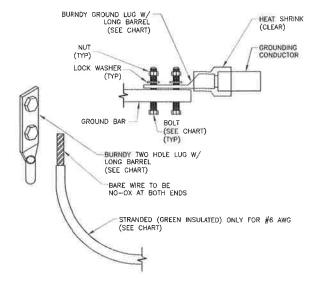
- 1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO ANTENNA GROUND BAR.
- 2. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE





LUG DETAIL SCALE: NOT TO SCALE

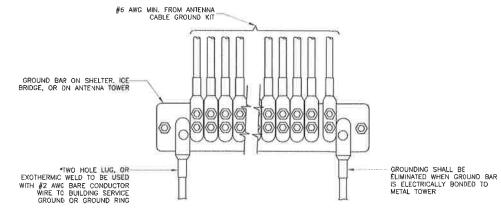
BURNDY LUG BOLT SIZE #6 AWG GREEN INSULATED YA6C-2TC38 3/8" - 16 NC S 2 BOLT #2 AWG SOLID TINNED YA3C-2TC38 3/8" - 16 NC S 2 BOLT #2 AWG STRANDED YA2C-2TC38 3/8" - 16 NC S 2 BOLT #2/0 AWG STRANDED YA26-2TC38 3/8" - 16 NC S 2 BOLT #4/0 AWG STRANDED 1/2" - 16 NC 5 2 BOLT YA28-2N



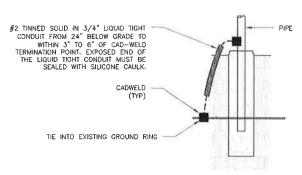
#### NOTES:

1. ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS, ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

#### MECHANICAL LUG CONNECTION 2) SCALE: NOT TO SCALE



### GROUNDWIRE INSTALLATION (5) SCALE: NOT TO SCALE



TRANSITIONING GROUND DETAIL (8) SCALE: NOT TO SCALE

121 W. ELECTION RD. SUITE 330 DRAPER UT. 84020



T-MOBILE SITE NUMBER: SL01122A

BU #: 822343 ALPINE\_SHEPHERD\_HILL

> 651 S BATEMAN ALPINE, UT 84004

EXISTING 22'-0" MONOPOLE

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SHEET NUMBER:

#### **ARTICLE 3.27**

#### WIRELESS TELECOMMUNICATIONS ORDINANCE

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

#### 3.27.1 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.
  - 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.
- 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.
  - 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.
  - 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 by another public or government entity.
  - Quasi public use. Uses such as a school or church or other uses defined as quasi public uses in Section 3.1.11 of the Alpine City Zoning Ordinance.
  - 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.
- Cable. Any cable television head-end or hub towers and antennas used solely for cable television services.

#### 3.27.2 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:

- a. The identity and location of any approved sites located within the desired service area.
- b. 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.
- c. 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:
    - 1. Co-location on existing towers.
    - 2. Existing towers may be maintained, used, and upgraded or replaced. A replacement tower shall not exceed the height of the tower being replaced.
    - Monopoles are permitted subject to the following:
      - a. A monopole shall not exceed eighty feet (80').
    - 4. Roof-mounted Antennas are permitted subject to the following:
      - a. A roof-mounted antenna shall be screened, constructed, and/or colored to match the structure to which it is attached.

- 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.
- 5. All new antennas shall be slim-mounted or mounted to an existing array.
- b. Not Permitted. The following are not permitted:
  - 1. Lattice Towers. Lattice appearance is not permitted.
  - 2. 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 City-owned 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.

#### 3.27.3 PROCEDURE (Amended by Ord. No. 2014-15, 9/23/14)

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 subsection, the term "eligible facilities request" means any request for modification of an existing wireless tower or base station that involves:

- (A) collocation of new transmission equipment;
- (B) removal of transmission equipment; or
- (C) 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:

- 1. Address or location of the proposed tower, co-location, tower modification, etc.
- 2. Name of the applicant.
- 3. Type of tower/antenna (e.g. monopole, roof antenna, etc.)
- 4. 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:
  - Shall be 4 ft. (H) x 8 ft. (W)
  - 2. Shall not be more than six (6) feet in height from the ground to the highest point of the sign; and
  - 3. 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:
    - a. Address of location of the proposed tower, co-location, tower modification, etc.
    - b. Type of tower/antenna (e.g. monopole, roof antenna, etc.)
    - c. 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:
  - 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.
  - 2. 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.
  - 4. Radio Frequency Emissions. A written commitment to comply with applicable Federal Communications Commission radio frequency emission regulations.
  - 5. 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:
  - 1. Height and design of the new tower, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design.
  - 2. Seismic load design and wind load design for the new tower.
  - 3. Total anticipated capacity of the new tower, including number and types of antennas which can be accommodated.
  - 4. Structural failure characteristics of the new tower and a demonstration that the site and setbacks are adequate size to contain debris.
  - 5. Soil investigation report, including structural calculations.

#### 3.27.4 **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.
- 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.

#### 3.27.5 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.
- 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.

#### **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Bennett Farms Plat H Minor Subdivision

FOR CONSIDERATION ON: 14 March 2017

**PETITIONER:** John and Rebecca Bursell

ACTION REQUESTED BY PETITIONER: Approve the Minor Subdivision

**APPLICABLE STATUTE OR ORDINANCE: Article 4.5 (Minor Subdivision)** 

#### **BACKGROUND INFORMATION:**

The proposed Bennett Farms Plat H minor subdivision would split Lot 1 of Bennett Farms Plat G Amended into two parcels. Plat G combined the proposed two lots into one. The original lots were Lot 1 of Bennett Farms Plat E and Lot 2 of Bennett Farms Plat D. This proposal essentially reverts back to what was originally recorded on Plats D and E. The lot boundaries have been verified to show that this is the case. Attached are the original plats along with the proposed Plat H.

#### PLANNING COMMISSION MOTION:

Carla Merrill moved to recommend approval of the proposed Bennett Farms Plat H Minor Subdivision.

David Fotheringham seconded the motion. The motion passed with 7 Ayes and 0 Nays. Bryce Higbee, Jason Thelin, David Fotheringham, Steve Cosper, Jane Griener, John Gubler, and Carla Merrill all voted Aye.

# Memo



To:

Alpine City Planning Commission & City Council

From:

Jed Muhlestein, P.E.

City Engineer

Date:

March 1, 2017

**Subject:** 

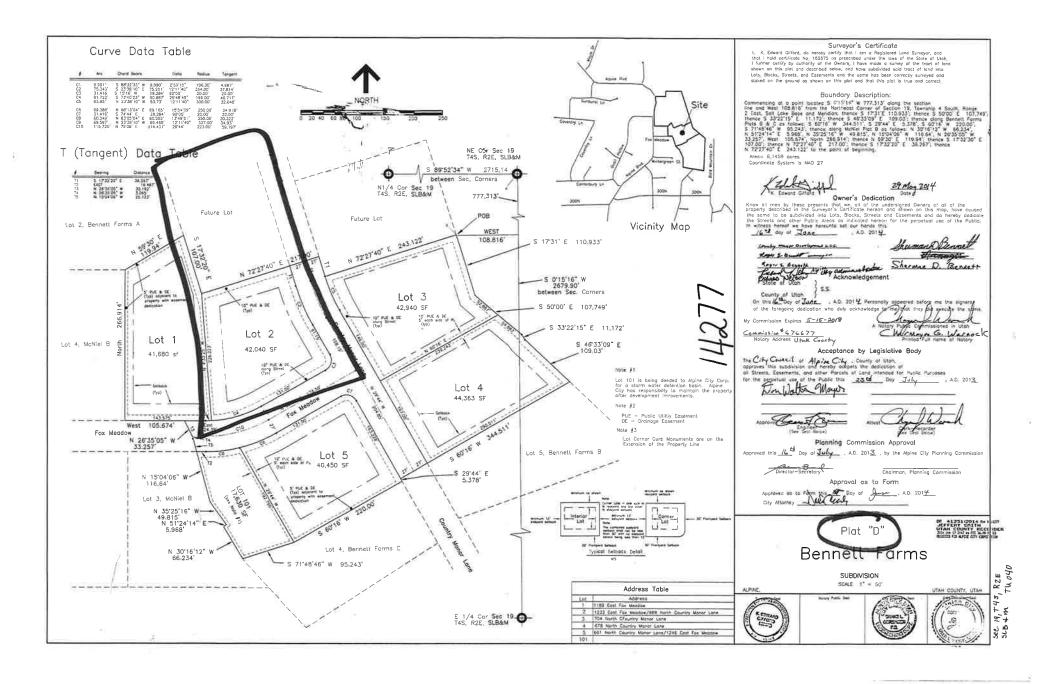
BENNETT FARMS PLAT H - MINOR SUBDIVISION

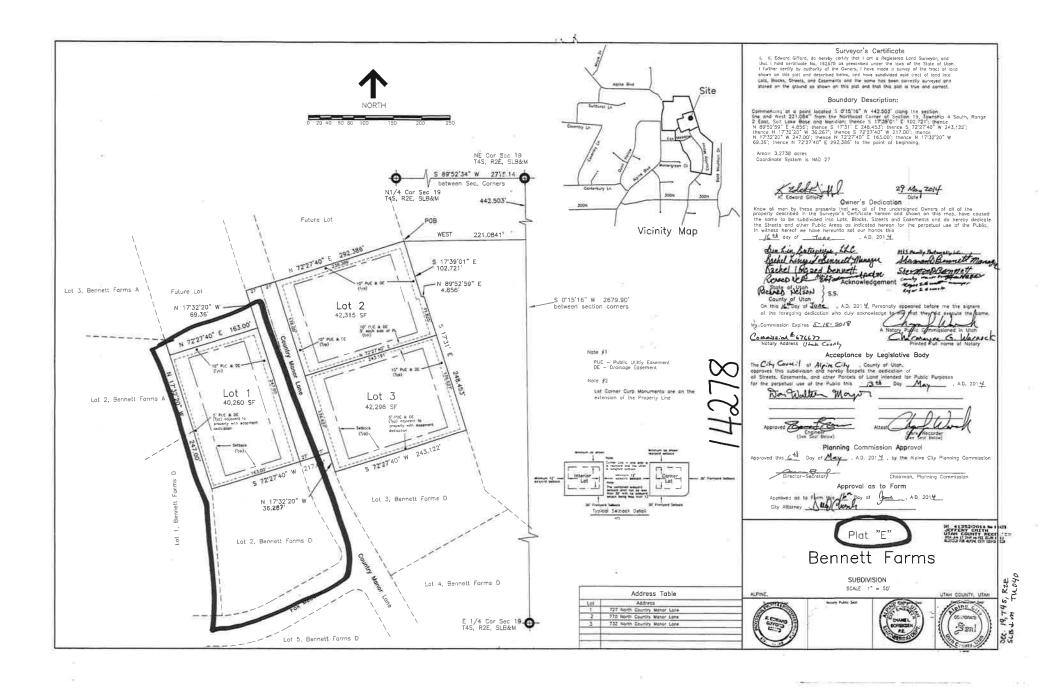
2 Lots on 1.89 Acres, CR 40,000 Zone

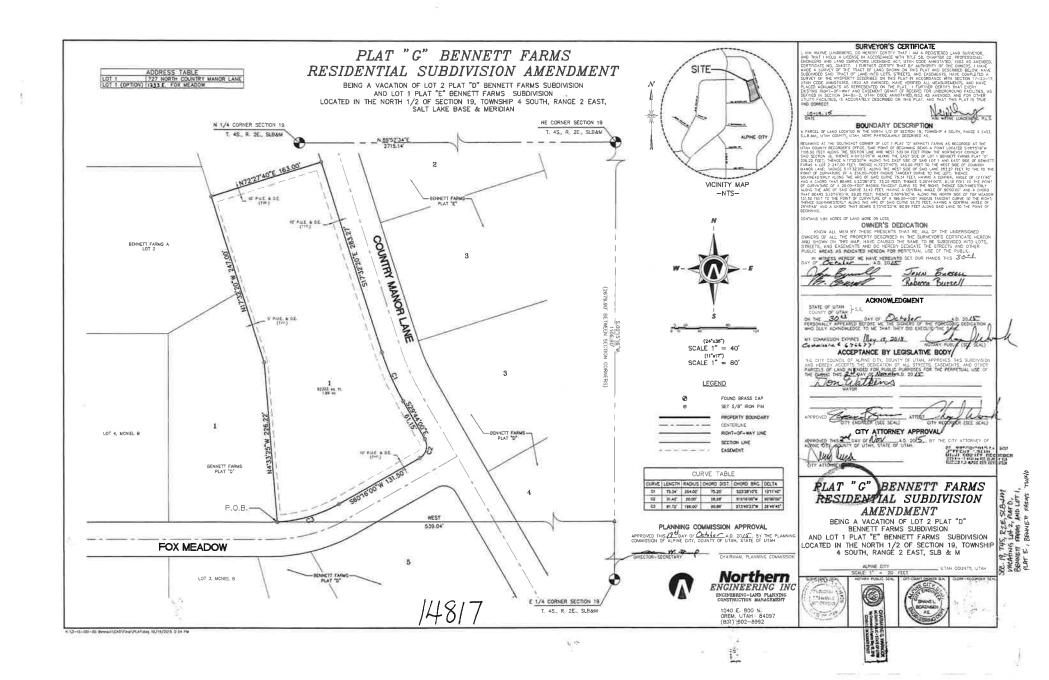
Bennett Farms Plat H is a proposed minor subdivision to split Lot 1 of Bennett Farms Plat G Amended into two parcels. Plat G combined two lots into one. The original lots were Lot 1 of Plat E and Lot 2 of Plat D - Bennett Farms. This proposal essentially reverts back to what was originally recorded on Plats D and E. We have verified lot boundaries and found this to be the case. Attached are all the original plats along with the proposed Plat H.

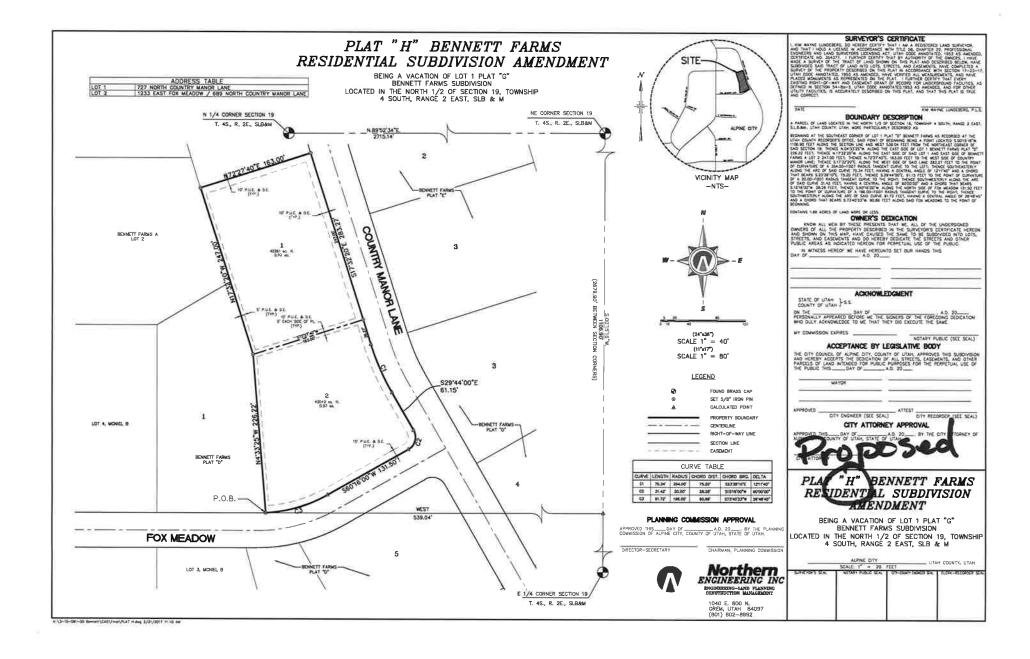
The water policy for these lots has already been met. Utilities exist for both lots as proposed.

Engineering recommends approval of the proposed Minor Subdivision



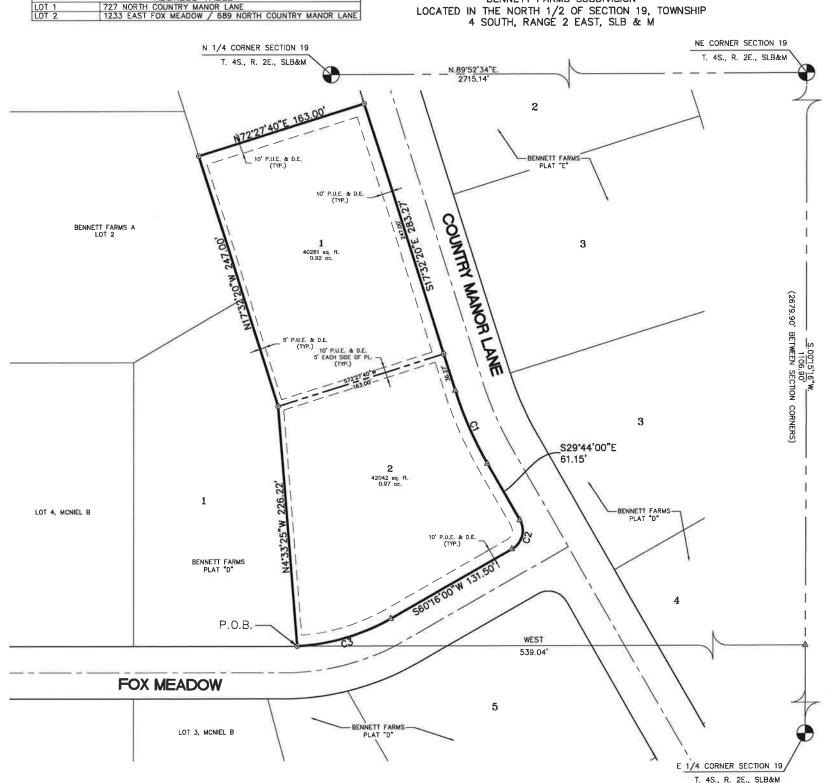


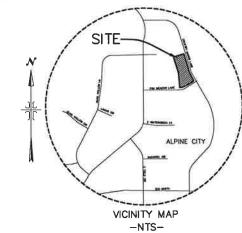




## PLAT "H" BENNETT FARMS RESIDENTIAL SUBDIVISION AMENDMENT

BEING A VACATION OF LOT 1 PLAT "G" BENNETT FARMS SUBDIVISION LOCATED IN THE NORTH 1/2 OF SECTION 19, TOWNSHIP 4 SOUTH, RANGÉ 2 EAST, SLB & M







#### **LEGEND**

(11"x17")

SCALE 1" = 80'

<b>⊕</b> ⊚ ∆	FOUND BRASS CAP SET 5/8" IRON PIN CALCULATED POINT
	PROPERTY BOUNDARY CENTERLINE RIGHT-OF-WAY LINE
	SECTION LINE EASEMENT

		CU	RVE TABL	E	
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	75,34	354.00	75.20'	S23'38'10"E	12"11'40"
C2	31.42'	20.00'	28.28'	S1576'00"W	90.00,00,
C3	91,72	196.00	90.69'	S73'40'23"W	26'48'45"

#### PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_, BY THE PLANNIN COMMISSION OF ALPINE CITY, COUNTY OF UTAH, STATE OF UTAH.

DIRECTOR-SECRETARY



Northern ENGINEERING INC ENGINEERING-LAND PLANNING CONSTRUCTION MANAGEMENT

> 1040 E. 800 N. OREM, UTAH 84097 (801) 802-8992

#### SURVEYOR'S CERTIFICATE

I, KIM WAYNE LUNDEBERG, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1935 AS MAKINDED, CERTIFICATE NO, 354377, I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17—23—17, UTAH CODE ANNOTATED, 1935 AS MAKINDED, HAVE VERRIFIED AND RECEIVED HAVE SUBDIVIDED COMPLETED AND THE PROPERTY OF THE

KIM WAYNE LUNDEBERG, P.L.S.

#### BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

S.LB.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT I PLAT "D" BENNETT FARMS AS RECORDED AT THE
UTAH COUNTY RECORDER'S OFFICE, SAID POINT OF BEGINNED BEING A POINT LOCATION TO STATE OF THE SECTION LINE AND WEST 539.04 FEET FROM THE NORTHEAST CORNER OF
SAID SECTION 19: THENCE N.043325"M. ALONG THE EAST SIDE OF LOT 1 BENNETT FARMS PLAT "D"
226.22 FEET; THENCE N.1732'20"M. ALONG THE EAST SIDE OF SAID LOT 1 AND EAST SIDE OF COUNTY
MANOR LANE: THENCE N.1732'20"E. ALONG THE EAST SIDE OF SAID LOT 1 AND EAST SIDE OF COUNTY
MANOR LANE: THENCE S.1732'20"E. ALONG THE WEST SIDE OF SAID LANE 283.27 FEET TO THE POINT
OF CHURVATURE OF A 394.00-FOOT RADIUS TANCENT CURVE TO THE LEFT; THENCE SUTHEASTERLY
ALONG THE ARC OF SAID CURVE 75.34 FEET, HANNG A CENTRAL ANGLE OF 1211'40" AND A CHORD THAT BEARS S.2338'10"E. 75.20 FEET, THENCE S.294'40"C. 61.15 FEET TO THE POINT OF CURVATURE
OF A 20.00-FOOT RADIUS TANCENT CURVE TO THE LEFT TO THE POINT OF CURVATURE
OF SAID CURVE 31.42 FEET, HANNG A CENTRAL ANGLE OF 1221'40" AND A CHORD THAT BEARS S.2338'10"E. THAT SHE AS COUNTIES SETENT ALONG THE ARC
OF SAID CURVE 31.42 FEET, HANNG A CENTRAL ANGLE OF TO SME AND A CHORD THAT BEARS
S.1516'GO"W. 28.28 FEET; THENCE S.6016'OO"W. ALONG THE NORTH SIDE OF FOX MEADOW 131.0FEET
TO THE POINT OF CURVATURE OF A 180.0-FOOT RADIUS TANCENT CURVE TO THE RIGHT; THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 91.72 FEET, HANNG A CENTRAL ANGLE OF 28'48'45'
AND A CHORD THAT BEARS S.73'40'23"W. 90.89 FEET ALONG SAID FOX MEADOWS TO THE POINT OF BEGINNING.

CONTAINS 1.89 ACRES OF LAND MORE OR LESS

### OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC,

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF

		-
ACKNOWL	EDGMEN	T

STATE OF UTAH S.S.

MY COMMISSION EXPIRES

NOTARY PUBLIC (SEE SEAL)

#### ACCEPTANCE BY LEGISLATIVE BODY

MAYOR			

CITY ENGINEER (SEE SEAL)

CITY ATTORNEY APPROVAL

APPROVED THIS\_\_\_\_DAY OF\_\_\_\_\_A.D. 20\_\_\_\_, BY THE CITY ATTORNEY OF ALPINE CITY, COUNTY OF UTAH, STATE OF UTAH.

CITY ATTORNEY

### PLAT "H" BENNETT FARMS RESIDENTIAL SUBDIVISION **AMENDMENT**

BEING A VACATION OF LOT 1 PLAT "G" BENNETT FARMS SUBDIVISION LOCATED IN THE NORTH 1/2 OF SECTION 19, TOWNSHIP 4 SOUTH, RANGÉ 2 EAST, SLB & M

	ALPINE CITY	UTA	H COUNTY, UTAH
	SCALE: 1" = 20		
urveyor's seal	NOTARY PUBLIC SEAL	cit-county enomier seal	CLERK-RECORDER SEAL

ADDRESS TABLE

# AMENDED INTERLOCAL AGREEMENT

This Agreement amending that certain interlocal agreement first entered into January 1996 and amended January 1999 and January, 2000 under the authority granted Utah municipalities to join together for their mutual interest by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., 1953, as amended. The parties to this Agreement are Alpine City, the City of Highland, and the City of Cedar Hills, hereinafter "City" or "Cities," all municipal corporations of the State of Utah.

#### RECITALS

WHEREAS, circumstances of geography, population and financing make it desirable for the Cities to join together to provide police, ambulance, fire, and emergency medical services to the populace of their respective jurisdictions; and

WHEREAS, circumstances have arisen whereby it is desirable to replace the original Interlocal Agreement and all subsequent amendments with a new Interlocal Agreement:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Cities agree as follows:

#### **AGREEMENT**

- 1. Creation of District. By authority of section 11-13-203 of the Utah Code Ann., 1953, as amended, there is hereby created a separate legal entity to be known as the "Lone Peak Public Safety District," hereinafter "District." The District shall have all power and authority allowed by law, except as restricted by this Agreement or by subsequent agreements of the Cities hereto, to take all necessary and lawful acts for the purpose of providing police, ambulance, fire, and emergency medical services for the residents of the District. In addition the District shall have the following powers listed for the purpose of identification and not for the purpose of limitation:
  - a. The District may own, acquire, construct, operate, maintain, repair, and act as one having rights of ownership of all necessary real and personal property.
  - b. The District may borrow money, incur indebtedness, and issue revenue bonds or notes for the purpose for which it was created. Any indebtedness created shall be that solely of the District and not of the Cities to this Agreement unless any City should make specific agreement to guarantee or assume any obligation of the District. Any indebtedness created must be approved by a super majority of the Governing Board to this Agreement.

- c. The District may assign, pledge, or otherwise convey as security for the payment of any bonded indebtedness any revenues and receipts from fees or services or other sources of revenue generated by the District. Such assignment or pledge must be approved by a super majority of the Governing Board.
- d. The District may sell or contract for the sale of its services to private persons or entities or to public agencies, including the federal government.
- e. The District may establish a personnel system based on merit with such exceptions for certain management positions as may be established by the Governing Board.
- f. The District may adopt District policies and procedures governing the operation of the District including, but not limited to, ambulance, police, fire, and emergency medical services, operating policies, governing and management policies, personnel policies, budget policies, and such other policies and procedures that may be required for efficient operation of the District.
- g. The District and its employees shall have all power conferred by law to enforce all statutes, rules, and regulations pertaining to the purposes for which the District is created.
- h. The District may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Governing Board, including legal and accounting services.
- i. The District may sue and be sued in its own name and shall claim such privileges and immunities to which it may be entitled as a political subdivision of the State of Utah from liability as allowed by Title 63G, Chapter 7, of the Utah Code.
- j. The District shall purchase insurance in amounts either required by law or required by the Governing Board to provide protection for its operations including, but not limited to, comprehensive general liability insurance and worker's compensation insurance.
- k. The District may exercise the right of eminent domain but only if approved by a vote of two thirds of the Governing Board.

**2. Governing Board.** There is hereby created a governing board for the District to be known as the Board of Public Safety Commissioners (hereinafter referred to as the "Board" or "Governing Board"). The Board shall act by majority vote to govern and control operations of the District except as restricted by this agreement. The Board is empowered to adopt bylaws for its own conduct of business and to adopt all necessary policies and procedures for the operation of the District; provided however, all acts of the Board must be approved by a majority vote of the Board members, except where a vote of two thirds is required by this Agreement.

No employee of the District is eligible to serve as a member of the Governing Board during their term of employment with the District.

The Board shall be made up of seven members. Two members shall be appointed by and from Alpine City; two members shall be appointed by and from the City of Cedar Hills, and three members shall be appointed by and from the City of Highland.

The two members from Alpine City may vote on all matters that may come before the Board. The two members from the City of Cedar Hills shall vote only on matters concerning fire, ambulance, or emergency medical services ("EMS"), and administration matters regarding the same. Two of the three members from the City of Highland may vote on all matters and the third appointed member shall only vote on fire, ambulance, or EMS, and administration matters concerning the same.

If the City of Cedar Hills decides to participate in the police services provided by the District, its appointed board members shall then be permitted to vote on all matters that may come before the Board.

The Board members appointed by each of the Cities must be a currently serving elected or appointed officer of the represented city making the appointment.

The term of each Board member shall be the shorter of four years from the date of appointment or when the Board member leaves elected or appointed office held with the represented city; unless a change is made by the representative City in accordance with their respective procedures. A Board member may be reappointed to multiple terms as a Board member if otherwise eligible.

Any City may designate by formal resolution an alternate Board member to the regular Board member on the Governing Board. Such alternate may vote only in the absence of the regular Board member for which the alternative appointment has been made. Unless a regular Board member is absent, an alternate Board member shall have no more right to participate in meetings and deliberations that would a member of the general public. Alternate Board members must also be an elected or appointed officer of the represented city.

Meetings of the Governing Board shall be called from time to time as the Board determines appropriate and shall comply with the Utah Open and Public Meetings Act.

Annually the Board shall elect one of the members of the Board to act as chair. The chair may vote on any matter considered without restriction as would any other Board member.

3. Management Committee. The Management Committee shall consist of the City Administrators of the City of Cedar Hills, the City of Highland, and Alpine City. The City Administrators of the full service cities shall rotate annually at the beginning of the fiscal year as Executive Director and Assistant Executive Director of the District. A full service city is a member city that receives all the services of the District. The Management Committee shall be responsible for budget preparation, administering revenues, and preparing reports. The Management Committee shall be responsible for managing the purchasing system, administering the personnel system, and administering the financial system as approved by the Board. The Management Committee responsibilities shall be as follow:

**Executive Director Duties:** 

To approve expenditures

To keep the Management Committee informed

To keep the Governing Board informed

To perform evaluations of direct reports with the consent of the Management Committee

To represent the District with outside agencies

To provide day to day oversight of District department heads and administrative staff

To develop policy for Management Committee review and Board action

To insure compliance with Board Policy

To insure that all personnel actions meet legal and procedural requirements

To sign payroll and warrants

To attend Board meetings

#### **Assistant Executive Director**

To act when the Executive Director is absent

To attend Board meetings

To attend Management Committee meetings

To review agendas

To review personnel actions and evaluations

#### Management Committee Member

To attend Board meetings

To attend Management Committee meetings

To review personnel actions and evaluations

#### Administrative Assistant to the Management Committee

To manage all administrative clerical functions

To maintain a record of Board meetings

To maintain all administrative personnel and compensation records

To oversee all employee benefits

To counter sign payroll and warrants

- 4. District Chiefs. The department heads of the District shall be the District's ambulance, police, and fire chiefs. The District chiefs shall not be merit employees and shall have principal responsibility for the day-to-day operations of the District. The District chiefs may be assisted by such employees as are determined appropriate by the Governing Board. The District chiefs shall serve at the pleasure of the Governing Board and may be removed with or without cause by a majority vote of the Governing Board. The responsibilities and duties of the chiefs shall be determined by the Governing Board. The responsibilities and duties of the chiefs shall be determined by the Governing Board. The Chiefs shall report to the Executive Director and the Management Committee.
- 5. Funding. The fiscal year of the District shall be from July 1 of each year through June 30 of the following year. A proposed tentative annual budget shall be prepared annually by the Management Committee under the direction of the Governing Board. The proposed tentative annual budget shall include three district budget funds, one fund for fire, ambulance, and emergency medical services ("EMS"), one for police services, and one for administration. The Board shall cause the proposed tentative annual budget to be presented to the Governing Board, allowing reasonable time for consideration. After such reasonable time for consideration and after receiving the recommendations and advice from the Governing Board, a final annual budget shall be approved by majority vote of the Board. The approved final annual budget shall constitute the agreed budget for the next fiscal year for purpose of determining the annual financial participation of the Cities.

The District may be funded by any lawful means approved by the Board. Such funding may include, but is not limited to, obtaining grants, indebtedness, fees, and participation by the Cities to this Agreement of direct funding according to the formulae stated below.

The portion of the annual budget for fire, ambulance, or emergency medical services ("EMS"), which is not funded by other sources of revenue, shall be funded by direct assessment and payment from the Cities and shall be calculated as follows. Ten percent (10%) of the annual fire, ambulance, and EMS fund shall be assessed equally among the Cities; this 10% shall be known as the "base rate." Fifty percent (50%) of the remaining fire, ambulance, and EMS fund (45% of the total annual fire, ambulance, and EMS fund) shall be assessed proportionally based on the respective populations of the Cities. Each City's proportionate share of this assessment shall be equal to that City's proportionate share of the population of the District. The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau, then a population estimate shall be obtained from the State of Utah's Population Estimates Committee. The remaining fifty percent (50%) of the fire, ambulance, and EMS fund (the other 45% of the total) shall be assessed to each City based on Equivalent Residential Units (ERUs) within each City. This assessment shall be calculated by determining the ratio between the number of ERUs within the boundaries of the District and within each City. An ERU is defined as follows:

- (i) Each residential unit, including apartments or accessory apartments;
- (ii) Each 10,000 square-foot of retail space; and

(iii) Each 10,000 square-foot portion of any other nonresidential structure, excluding buildings accessory to residential units.

The portion of the annual budget for administration and police services, which is funded by direct payment from the Cities, shall be calculated based on the population of the City receiving police. Each City receiving police services shall be assessed a pro rata portion of the police services fund based on the percent of the City's total population compared to the District's population receiving police services. The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau. If a needed population estimate is not available from the United States Census Bureau then a population estimate shall be obtained from the State of Utah's Population Estimates Committee. In all cases each City shall pay for its relative dispatch services incurred.

Once the stated calculations have been made and a final budget has been adopted by the District, each City will be assessed its portion of the annual budget to be funded by direct payment. This funding formula shall not become effective until the fiscal year beginning July 1, 2012. Other funding alternatives or allocation methods may be adopted upon a unanimous vote of the Board entitled to vote on that budget fund.

Every five (5) years, the relative proportion of contribution of the Cities shall be evaluated and if a proportionate share of the annual budget for any City has increased by more than twenty percent (20%), the number of representatives on the Board for that City may also be changed based on consent of the Governing Board.

**6. Scope of Services.** The District may provide all public safety services including police, fire, ambulance, and emergency medical services, may enforce hazardous material rules and regulations, and may provide services within a geographical jurisdiction of the District as requested and agreed to by the Governing Body. The District may also provide services outside of its jurisdiction pursuant to mutual aid or reciprocal support agreements with other jurisdictions and to such other jurisdictions as may contract for the purchase of services from the District.

This Agreement is intended to constitute the provision of services required of cities and counties under Titles 10 and 17 of the Utah Code. This Agreement is intended to create a mechanism whereby general public safety protection, emergency medical services, fire prevention services, and hazardous material regulation enforcement may be provided to the citizens of the District generally and is not intended to create a specific benefit or obligation to provide services with respect to any one person or legal entity.

**7. Buildings.** No building shall be constructed, renovated, or leased for use by the District without prior approval of the Board. The Cities hereto understand and agree that they may not bind the District or encumber the District's budget by constructing new buildings, renovating existing buildings, or leasing buildings to be used by the District without providing terms and conditions to the Board for prior approval. The District shall not be obligated to make payments on a lease without prior approval by the Board and signature by its authorized representative.

- **8. Term of Agreement.** This Agreement shall be in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least twelve (12) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.
- **9. Effective Date.** This Agreement shall become effective when the Cities have approved and executed this Agreement.
- 10. Transition Provisions. The Interlocal Agreement, dated January 1, 1996 and all subsequent amendments thereto, are superseded by this Agreement and shall be of no further force and effect as of the time this Agreement takes effect.
- 11. Distribution on Termination or Withdrawal. The District's Executive Director shall upon any agreement of the Cities to terminate this Agreement and dissolve the District, prepare an inventory of all real and personal property of the District. Distribution on dissolution shall be made in kind or in cash as the Board may determine. The value of the distribution of assets and liabilities to each City upon dissolution of the District shall be determined by calculating the value of all contributions of each City, beginning with the year 1996 and continuing through the year of dissolution. A calculation shall then be made of the percentage of contribution each City has made to the sum of the contributions of the Cities for the period of calculation. The calculated percentages shall then be applied to the total value of the assets or liabilities to be distributed and each City shall take their corresponding percentage. Assets that may be directly traced and attributed to funds obtained from sources other than the Cities as of the time of dissolution shall also be distributed based on the percentage of contribution.

If a City withdraws from the District and the District is not dissolved, any distribution of assets to the withdrawing City shall only be as negotiated with the remaining Cities. The Cities agree to negotiate in good faith in determining fair and reasonable terms and conditions for the distribution of District assets to the withdrawing City. If the Cities cannot agree on a negotiated distribution of assets to the withdrawing City, the Cities hereto agree to mediate the matter. If the dispute is not resolved in mediation, then the Cities may take the matter to court.

**12. District Expansion.** Other municipalities may become a party to this Agreement only upon written application to and approval by the Governing Board, who may determine the terms and conditions of admission to the District.

This Agreement constitutes the entire understanding and agreement between the Cities and hereby represent-that the undersigned are authorized to hereby bind each City to this Agreement.

Signed and dated this day of	2017
ATTEST:	CITY OF CEDAR HILLS
Colleen Mulvey CITY RECORDER	By: Gary Gygi MAYOR
Approved as to form:	
City Attorney	

Signed and dated this day of 2017	
ATTEST:	ALPINE CITY
Charmayna Warnaak	By:Sheldon Wimmer
Charmayne Warnock CITY RECORDER	MAYOR
Approved as to form:	
City Attorney	

Signed and dated this	day of	_ 2017	
ATTEST:			CITY OF HIGHLAND
			By:
Jody Bates			Mark Thompson
CITY RECORDER			MAYOR
Approved as to form:			
City Attorney			

# AMENDED INTERLOCAL AGREEMENT

This Agreement amending that certain interlocal agreement first entered into January 1996 and amended January 1999 and January, 2000 under the authority granted Utah municipalities to join together for their mutual interest by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., 1953, as amended. The parties to this Agreement are Alpine City, the City of Highland, and the City of Cedar Hills, hereinafter "City" or "Cities," all municipal corporations of the State of Utah.

#### RECITALS

WHEREAS, circumstances of geography, population and financing make it desirable for the Cities to join together to provide police, ambulance, fire, and emergency medical services to the populace of their respective jurisdictions; and

WHEREAS, circumstances have arisen whereby it is desirable to replace the original Interlocal Agreement and all subsequent amendments with a new Interlocal Agreement:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Cities agree as follows:

#### **AGREEMENT**

- 1. Creation of District. By authority of section 11-13-203 of the Utah Code Ann., 1953, as amended, there is hereby created a separate legal entity to be known as the "Lone Peak Public Safety District," hereinafter "District." The District shall have all power and authority allowed by law, except as restricted by this Agreement or by subsequent agreements of the Cities hereto, to take all necessary and lawful acts for the purpose of providing police, ambulance, fire, and emergency medical services for the residents of the District. In addition the District shall have the following powers listed for the purpose of identification and not for the purpose of limitation:
  - a. The District may own, acquire, construct, operate, maintain, repair, and act as one having rights of ownership of all necessary real and personal property.
  - b. The District may borrow money, incur indebtedness, and issue revenue bonds or notes for the purpose for which it was created. Any indebtedness created shall be that solely of the District and not of the Cities to this Agreement unless any City should make specific agreement to guarantee or assume any obligation of the District. Any indebtedness created must be approved by a super majority of the Governing Board to this Agreement.

- c. The District may assign, pledge, or otherwise convey as security for the payment of any bonded indebtedness any revenues and receipts from fees or services or other sources of revenue generated by the District. Such assignment or pledge must be approved by a super majority of the Governing Board.
- d. The District may sell or contract for the sale of its services to private persons or entities or to public agencies, including the federal government.
- e. The District may establish a personnel system based on merit with such exceptions for certain management positions as may be established by the Governing Board.
- f. The District may adopt District policies and procedures governing the operation of the District including, but not limited to, ambulance, police, fire, and emergency medical services, operating policies, governing and management policies, personnel policies, budget policies, and such other policies and procedures that may be required for efficient operation of the District.
- g. The District and its employees shall have all power conferred by law to enforce all statutes, rules, and regulations pertaining to the purposes for which the District is created.
- h. The District may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Governing Board, including legal and accounting services.
- i. The District may sue and be sued in its own name and shall claim such privileges and immunities to which it may be entitled as a political subdivision of the State of Utah from liability as allowed by Title 63G, Chapter 7, of the Utah Code.
- j. The District shall purchase insurance in amounts either required by law or required by the Governing Board to provide protection for its operations including, but not limited to, comprehensive general liability insurance and worker's compensation insurance.
- k. The District may exercise the right of eminent domain but only if approved by a vote of two thirds of the Governing Board.

**2. Governing Board.** There is hereby created a governing board for the District to be known as the Board of Public Safety Commissioners (hereinafter referred to as the "Board" or "Governing Board"). The Board shall act by majority vote to govern and control operations of the District except as restricted by this agreement. The Board is empowered to adopt bylaws for its own conduct of business and to adopt all necessary policies and procedures for the operation of the District; provided however, all acts of the Board must be approved by a majority vote of the Board members, except where a vote of two thirds is required by this Agreement.

No employee of the District is eligible to serve as a member of the Governing Board during their term of employment with the District.

The Board shall be made up of seven members. Two members shall be appointed by and from Alpine City; two members shall be appointed by and from the City of Cedar Hills, and three members shall be appointed by and from the City of Highland.

The two members from Alpine City may vote on all matters that may come before the Board. The two members from the City of Cedar Hills shall vote only on matters concerning fire, ambulance, or emergency medical services ("EMS"), and administration matters regarding the same. Two of the three members from the City of Highland may vote on all matters and the third appointed member shall only vote on fire, ambulance, or EMS, and administration matters concerning the same.

If the City of Cedar Hills decides to participate in the police services provided by the District, its appointed board members shall then be permitted to vote on all matters that may come before the Board.

The Board members appointed by each of the Cities must be a currently serving elected or appointed officer of the represented city making the appointment.

The term of each Board member shall be the shorter of four years from the date of appointment or when the Board member leaves elected or appointed office held with the represented city; unless a change is made by the representative City in accordance with their respective procedures. A Board member may be reappointed to multiple terms as a Board member if otherwise eligible.

Any City may designate by formal resolution an alternate Board member to the regular Board member on the Governing Board. Such alternate may vote only in the absence of the regular Board member for which the alternative appointment has been made. Unless a regular Board member is absent, an alternate Board member shall have no more right to participate in meetings and deliberations that would a member of the general public. Alternate Board members must also be an elected or appointed officer of the represented city.

Meetings of the Governing Board shall be called from time to time as the Board determines appropriate and shall comply with the Utah Open and Public Meetings Act.

Annually the Board shall elect one of the members of the Board to act as chair. The chair may vote on any matter considered without restriction as would any other Board member.

3. Management Committee. The Management Committee shall consist of the City Administrators of the City of Cedar Hills, the City of Highland, and Alpine City. The City Administrators of the full service cities shall rotate annually at the beginning of the fiscal year as Executive Director and Assistant Executive Director of the District. A full service city is a member city that receives all the services of the District. The Management Committee shall be responsible for budget preparation, administering revenues, and preparing reports. The Management Committee shall be responsible for managing the purchasing system, administering the personnel system, and administering the financial system as approved by the Board. The Management Committee responsibilities shall be as follow:

**Executive Director Duties:** 

To approve expenditures

To keep the Management Committee informed

To keep the Governing Board informed

To perform evaluations of direct reports with the consent of the Management Committee

To represent the District with outside agencies

To provide day to day oversight of District department heads and administrative staff

To develop policy for Management Committee review and Board action

To insure compliance with Board Policy

To insure that all personnel actions meet legal and procedural requirements

To sign payroll and warrants

To attend Board meetings

#### **Assistant Executive Director**

To act when the Executive Director is absent

To attend Board meetings

To attend Management Committee meetings

To review agendas

To review personnel actions and evaluations

#### Management Committee Member

To attend Board meetings

To attend Management Committee meetings

To review personnel actions and evaluations

#### Administrative Assistant to the Management Committee

To manage all administrative clerical functions

To maintain a record of Board meetings

To maintain all administrative personnel and compensation records

To oversee all employee benefits

To counter sign payroll and warrants

- 4. District Chiefs. The department heads of the District shall be the District's ambulance, police, and fire chiefs. The District chiefs shall not be merit employees and shall have principal responsibility for the day-to-day operations of the District. The District chiefs may be assisted by such employees as are determined appropriate by the Governing Board. The District chiefs shall serve at the pleasure of the Governing Board and may be removed with or without cause by a majority vote of the Governing Board. The responsibilities and duties of the chiefs shall be determined by the Governing Board. The responsibilities and duties of the chiefs shall be determined by the Governing Board. The Chiefs shall report to the Executive Director and the Management Committee.
- 5. Funding. The fiscal year of the District shall be from July 1 of each year through June 30 of the following year. A proposed tentative annual budget shall be prepared annually by the Management Committee under the direction of the Governing Board. The proposed tentative annual budget shall include three district budget funds, one fund for fire, ambulance, and emergency medical services ("EMS"), one for police services, and one for administration. The Board shall cause the proposed tentative annual budget to be presented to the Governing Board, allowing reasonable time for consideration. After such reasonable time for consideration and after receiving the recommendations and advice from the Governing Board, a final annual budget shall be approved by majority vote of the Board. The approved final annual budget shall constitute the agreed budget for the next fiscal year for purpose of determining the annual financial participation of the Cities.

The District may be funded by any lawful means approved by the Board. Such funding may include, but is not limited to, obtaining grants, indebtedness, fees, and participation by the Cities to this Agreement of direct funding according to the formulae stated below.

The portion of the annual budget for fire, ambulance, or emergency medical services ("EMS"), which is not funded by other sources of revenue, shall be funded by direct assessment and payment from the Cities and shall be calculated as follows. Ten percent (10%) of the annual fire, ambulance, and EMS fund shall be assessed equally among the Cities; this 10% shall be known as the "base rate." Fifty percent (50%) of the remaining fire, ambulance, and EMS fund (45% of the total annual fire, ambulance, and EMS fund) shall be assessed proportionally based on the respective populations of the Cities. Each City's proportionate share of this assessment shall be equal to that City's proportionate share of the population of the District. The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau, then a population estimate shall be obtained from the State of Utah's Population Estimates Committee. The remaining fifty percent (50%) of the fire, ambulance, and EMS fund (the other 45% of the total) shall be assessed to each City based on Equivalent Residential Units (ERUs) within each City. This assessment shall be calculated by determining the ratio between the number of ERUs within the boundaries of the District and within each City. An ERU is defined as follows:

- (i) Each residential unit, including apartments or accessory apartments;
- (ii) Each 10,000 square-foot of retail space; and

(iii) Each 10,000 square-foot portion of any other nonresidential structure, excluding buildings accessory to residential units.

The portion of the annual budget for administration and police services, which is funded by direct payment from the Cities, shall be calculated based on the population of the City receiving police. Each City receiving police services shall be assessed a pro rata portion of the police services fund based on the percent of the City's total population compared to the District's population receiving police services. The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau. If a needed population estimate is not available from the United States Census Bureau then a population estimate shall be obtained from the State of Utah's Population Estimates Committee. In all cases each City shall pay for its relative dispatch services incurred.

Once the stated calculations have been made and a final budget has been adopted by the District, each City will be assessed its portion of the annual budget to be funded by direct payment. This funding formula shall not become effective until the fiscal year beginning July 1, 2012. Other funding alternatives or allocation methods may be adopted upon a unanimous vote of the Board entitled to vote on that budget fund.

Every five (5) years, the relative proportion of contribution of the Cities shall be evaluated and if a proportionate share of the annual budget for any City has increased by more than twenty percent (20%), the number of representatives on the Board for that City may also be changed based on consent of the Governing Board.

**6. Scope of Services.** The District may provide all public safety services including police, fire, ambulance, and emergency medical services, may enforce hazardous material rules and regulations, and may provide services within a geographical jurisdiction of the District as requested and agreed to by the Governing Body. The District may also provide services outside of its jurisdiction pursuant to mutual aid or reciprocal support agreements with other jurisdictions and to such other jurisdictions as may contract for the purchase of services from the District.

This Agreement is intended to constitute the provision of services required of cities and counties under Titles 10 and 17 of the Utah Code. This Agreement is intended to create a mechanism whereby general public safety protection, emergency medical services, fire prevention services, and hazardous material regulation enforcement may be provided to the citizens of the District generally and is not intended to create a specific benefit or obligation to provide services with respect to any one person or legal entity.

**7. Buildings.** No building shall be constructed, renovated, or leased for use by the District without prior approval of the Board. The Cities hereto understand and agree that they may not bind the District or encumber the District's budget by constructing new buildings, renovating existing buildings, or leasing buildings to be used by the District without providing terms and conditions to the Board for prior approval. The District shall not be obligated to make payments on a lease without prior approval by the Board and signature by its authorized representative.

- **8. Term of Agreement.** This Agreement shall be in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least twelve (12) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.
- **9. Effective Date.** This Agreement shall become effective when the Cities have approved and executed this Agreement.
- 10. Transition Provisions. The Interlocal Agreement, dated January 1, 1996 and all subsequent amendments thereto, are superseded by this Agreement and shall be of no further force and effect as of the time this Agreement takes effect.
- 11. Distribution on Termination or Withdrawal. The District's Executive Director shall upon any agreement of the Cities to terminate this Agreement and dissolve the District, prepare an inventory of all real and personal property of the District. Distribution on dissolution shall be made in kind or in cash as the Board may determine. The value of the distribution of assets and liabilities to each City upon dissolution of the District shall be determined by calculating the value of all contributions of each City, beginning with the year 1996 and continuing through the year of dissolution. A calculation shall then be made of the percentage of contribution each City has made to the sum of the contributions of the Cities for the period of calculation. The calculated percentages shall then be applied to the total value of the assets or liabilities to be distributed and each City shall take their corresponding percentage. Assets that may be directly traced and attributed to funds obtained from sources other than the Cities as of the time of dissolution shall also be distributed based on the percentage of contribution.

If a City withdraws from the District and the District is not dissolved, any distribution of assets to the withdrawing City shall only be as negotiated with the remaining Cities. The Cities agree to negotiate in good faith in determining fair and reasonable terms and conditions for the distribution of District assets to the withdrawing City. If the Cities cannot agree on a negotiated distribution of assets to the withdrawing City, the Cities hereto agree to mediate the matter. If the dispute is not resolved in mediation, then the Cities may take the matter to court.

**12. District Expansion.** Other municipalities may become a party to this Agreement only upon written application to and approval by the Governing Board, who may determine the terms and conditions of admission to the District.

This Agreement constitutes the entire understanding and agreement between the Cities and hereby represent-that the undersigned are authorized to hereby bind each City to this Agreement.

Signed and dated this day of	2017
ATTEST:	CITY OF CEDAR HILLS
Colleen Mulvey CITY RECORDER	By: Gary Gygi MAYOR
Approved as to form:	
City Attorney	

Signed and dated this	day of	2017	
ATTEST:			ALPINE CITY
Charmayne Warnock CITY RECORDER			By:Sheldon Wimmer MAYOR
Approved as to form:			
City Attorney			

Signed and dated this	day of	_ 2017	
ATTEST:			CITY OF HIGHLAND
			By:
Jody Bates			Mark Thompson
CITY RECORDER			MAYOR
Approved as to form:			
City Attorney			

Alpine [	Days 2017 B	udget	
Event	Expense	Projected Revenue	
Sponsors		\$15,000.00	
Fireworks	\$7,000.00		
Fireside	\$300.00		
movie in the park	\$1,000.00		
Car Show	\$500.00		
Drone Races	\$50.00		
Senior Dinner	\$0.00	North Stake	
Storytelling	\$200.00		
Pet Show	\$400.00		
Teen Party	\$3,000.00		
Concert/Stage	\$20,000.00		
Familly Night Dinner	\$10,000.00	\$10,000.00	
Family Night Entertainment	\$1,500.00		
Carnival Friday & Saturday	\$50,000.00	\$40,000.00	
Petting Zoo, archery, inflateables, games			
Fish Grab	\$1,200.00	\$800.00	
Foam Party	\$1,500.00	\$1,500.00	
Chalk Art	\$100.00	\$100.00	
t-shirts	\$5,000.00	\$4,000.00	
Pickleball	\$1,000.00	\$1,000.00	
Mountain Bike Race	\$1,500.00	\$1,500.00	
Soccer Tournament	\$500.00	\$500.00	
Basketball tournament	\$500.00	\$500.00	
5k	\$2,000.00	\$2,000.00	
Parade	\$400.00	\$400.00	
Boutique		\$4,000.00	
Food Vendors		\$2,500.00	
Event guide/Postage	\$3,400.00		

# 2017 Alpine Days Budget Proposal.xlsx - Sheet1

Social Media	\$1,000.00		
Website	\$500.00		
shade tent	\$3,000.00		
Portapotties	\$2,200.00		
Barricades	\$1,500.00		
Supplies	\$600.00		
Sales tax	\$3,000.00		
Incidetals	\$1,600.00		
Staff Overtime	\$5,000.00		
Event Cordinator	\$5,000.00		
Total	\$134,450.00	\$68,800.00	