

Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:

Consideration and action on de minimus changes to an existing AT&T cell tower located at

2449 W 4000 S, Roy, UT 84067.

Agenda Date:

Thursday, May 24, 2018

Type of Decision:

Administrative

Applicant:

AT&T

Authorized Agent:

Tamara Shiveley

File Number:

CUP# 2018-05

Property Information

Approximate Address:

2449 W 4000 S, Roy, UT 84067

Project Area:

1,915 square feet Manufacturing (M-1)

Zoning: **Existing Land Use:**

Commercial, Public Utility Substation

Proposed Land Use:

Public Utility Substation

Parcel ID:

08-052-0016

Township, Range, Section: Township 5 North, Range 2 West, Section 11 NW

Adjacent Land Use

North:

4000 South St.

South:

Commercial

East:

Union Pacific Railroad

West:

Denver & Rio Grande Railroad

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Staff Information

Report Presenter:

Tammy Aydelotte

taydelotte@co.weber.ut.us

801-399-8794

Report Reviewer:

RK

Applicable Ordinances

- Title 101, Chapter 1 (General Provisions) Section 7 (Definitions)
- Title 104, Chapter 22 (Manufacturing) (M-1)
- Title 108, Chapter 1-2 (Design Review, Ogden Valley Architectural, Landscape, and Screening Design Standards)
- Title 108, Chapter 7 (Supplementary and Qualifying Regulations) Section 12 (Towers)
- Title 108, Chapter 2 (Supplementary and Qualifying Regulations) Section 12 (Towers)

Summary and Background

AT&T has submitted a proposal that includes plans to update equipment at an existing telecommunications tower located at 2449 W 4000 S, in Roy, UT, of Weber County. The project currently occupies approximately 1,915 square feet of a 3.38acre parcel. The site is located in M-1 Zone as a "Public Utility Substation" and is a conditional use in that zone.

The existing 130' monopole will receive the following scope of work: replacement of the mount, to which the existing antennas are attached (9 existing antennas), upgrading the existing antennas with new ones, but not increasing the number of antennas, the addition of remote radio heads that will mount behind the updated antennas, as well as a surge suppressor and additional cabling. Battery additions will be included in the existing ground shelter. Changes to the footprint of the existing compound, shelter, or electrical service to the site are not anticipated.

The most recent CUP amendment application was approved 3/29/2016. Application was submitted for installation of 3 additional antennas (bringing the total antenna count to the existing 9). No new ground equipment was installed and no changes to the height of the monopole were made at that time.

Conditional use permits should be approved as long as any harmful impact is mitigated. The Uniform Land Use Code of Weber County, Utah (LUC) already specifies certain standards necessary for mitigation of harmful impact to which the proposal must adhere. The proposed application appears to meet these standards. The following is staff's evaluation of the request.

Analysis

<u>General Plan:</u> As the community grows the need for public utility service demand increases. This cell site will provide better cellular coverage for residents in the Roy City vicinity. The project site is adjacent to commercial development and this use will be in harmony with the surroundings.

Zoning: The subject property is located within the M-1 Zone. The purpose and intent of this zone is as follows:

"The purpose of the light manufacturing zone is to provide suitable areas that will accommodate the need for light intensity type manufacturing and its associated accessory uses, some of which may have an environmental impact requiring public review and regulation."

<u>Development Standards</u>: The following site development standards per the requirements in the M-1 Zone for a public utility substation are deferred to LUC §108-10-2 which states:

- (1) Lot area and lot width: No minimum lot area or width, provided that the lot or parcel shall contain an area and width of sufficient size and dimension to safely accommodate the utility facility or use, any necessary accessory use, any landscaping required by this Land Use Code, the required setbacks, and space to park two maintenance vehicles. (LUC §108-10-2(1).
- (2) Front yard setback: None.
- (3) Side yard setback: None.
- (4) Rear yard setback: None.

This proposal meets all of the site development standards stated in §104-22-4 (M-1 Zone) and §108-10-2 (Public Utility Substation). The drawings show a rear setback of approximately 7 feet from the county line to the east of the project area, all other area setbacks are well within standards.

<u>Site Development Standards for a Public Utility Substation</u>: A public utility substation that is located in the M-1 Zone will comply with the setbacks as outlined in that zone.

Conditional Use Review: The proposed cell tower is allowed as a conditional use within the M-1 Zone. The proposed use is termed as a "public utility substation" found in LUC § 108-10-2. A review process has been outlined in LUC §108-4-3 to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects. The proposed conditional use, mandate a design review as outlined in LUC §108-4-3(e) (16) to ensure that the general design, layout and appearance of the building remains orderly and harmonious with the surrounding neighborhood. Certain areas of the design review are only applicable due to the nature of the request. As part of this review, the Planning Director shall consider the applicable matters based on the proposed conditional use and impose conditions to mitigate deficiencies where the plan is found deficient. The matters for consideration are as follows:

- Considerations relating to traffic safety and traffic congestion: Existing access to the site is off of 4000 South St.
- Considerations relating to buildings and site layout: There is fencing surrounding the cell tower site.
- <u>Considerations relating to utility easements, drainage, and other engineering questions</u>: The Engineering division has stated only a requirement for a Storm Water Pollution Prevention Plan.
- <u>Safety for persons</u>: This AT&T cellular tower is regulated by the FCC. The FCC has set site and signal strength specifications for all cell towers in the United States. As highlighted in page six of the Federal Communications Commission Fact Sheet. "No State, local government, or instrumentality may regulate the structure, placement and modification based on radio frequency emissions to the extent that such facilities comply with federal regulations" (see Exhibit D).

<u>Public Safety and Health</u>: Verizon Wireless is regulated by the Federal Communications Commission (FCC). This cell tower will be in compliance with all FCC regulations. Pertinent information highlighted in the Federal Communications Fact Sheet that has been included in this report as Exhibit D. The Weber County Attorney's office has expressed that since this project will adhere to all Federal Regulations, denial by state and local government or instrumentality is not recommended.

Tax Clearance: The 2017 taxes are paid in full. The 2018 taxes are not due until November 30, 2018.

Staff Recommendation

The Planning Division recommends approval of de minimus changes to the existing cell tower site located at approximately 2449 West 4000 South. This recommendation for approval is subject to the following conditions:

- 1. No changes to the fencing, color of the monopole, or landscaping be done without submitting proposed changes to the Weber County Planning Division.
- 2. Equipment, signage, decals, and warning stickers be screened from public view.
- 3. That the pole remains a non-reflective galvanized steel color.

This recommendation is based on the following findings:

- 1. The existing use conforms to the Western Weber General Plan.
- 2. The existing use will not cause harm to the natural surroundings.
- 3. The existing use, if conditions are imposed, will not be detrimental to the public health, safety, or welfare by adhering to FCC regulation.
- 4. The existing use, if conditions are imposed, will comply with applicable County ordinances.
- 5. The existing use, if conditions are imposed, will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Date of Administrative Approval: __

Rick Grover

Exhibits

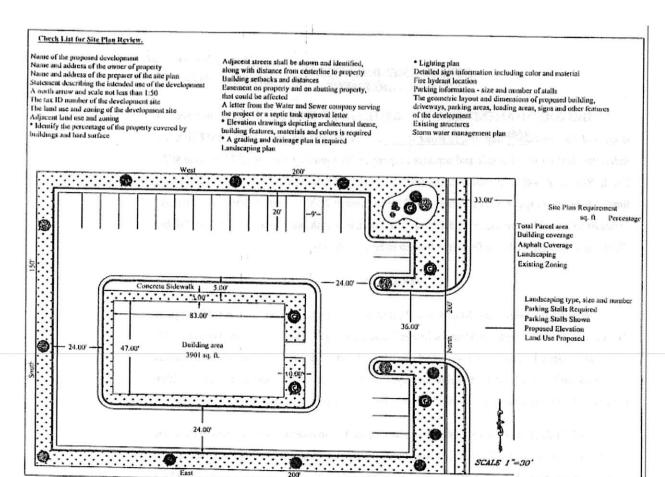
- A. Application
- B. Construction Plans/Project Narrative
- C. FCC Fact Sheet

Area Map



Weber County Conditional Use Permit Application				
Application submittals will be accepted by appointment only. [801] 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401				
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Property Owner Contact Info	rmation			
Name of Property Owner(s)	×	Mailing Address of Property Owner(s		
CROWN CASTLE (TO	WER OWNER)	116 E. INERWESS DE		
Phone	Fax	ENDLEWOOD , CO 800	on	
801-618-8140	1	<u> </u>		
Email Address (required) TREVOR, MEUGE, COM	TRACTOR CECTOWN CASTLE.	Preferred Method of Written Correspondence Email Fax Mail		
Authorized Representative C				
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Property Owner Affidavit	
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(Property Owner)	(Property Owner)
Subscribed and swom to me thisday of, 20	
	(Notary)
Authorized Representative Affidavit	
	real property described in the attached application, do authorized as my represent me (us) regarding the attached application and to appear on dering this application and to act in all respects as our agent in matters
(Property Owner)	(Property Owner)
Dated thisday of20 personally appeare signer(s) of the Representative Authorization Affidavit who duly acknowledged to re	d before me, the ne that they executed the same
A 25 6 LOL OL CENT DIMENTON	(Notary)



Note: This is not a substitution for reading the Weber County Zoning Ordinance.

PCS SITE AGREEMENTIN: SAUS 34 Lease / 47460

THIS FOURTH AMENDMENT TO PCS SITE AGREEMENT (the "Fourth Amendment") is entered into this 36th day of January, 2008, by and between TODD POTTER, an individual dealing with his sole and separate property, with a mailing address of 2449 West 4000 South, Roy, Utah 84067 (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee"), by and through its attorney in fact, Global Signal Acquisitions II LLC, a Delaware limited liability company.

RECITALS

WHEREAS Lessor and MajorCo, L.P., a Delaware Imited liability company d/b/a Sprint Telecommunications Venture ("Original Lessee") entered into a PCS Site Agreement dated April 17, 1996 (the "Original Agreement") whereby Lessee leased certain real property, together with access and utility easements, located in Weber County, Utah from Lessor (the "Site"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS the Original Agreement was amended by that certain Amendment to PCS Site Agreement dated April 14, 2000 ("First Amendment"), by that certain Second Amendment to PCS Site Agreement dated July 27, 2000 ("Second Amendment"), and by that certain Amendment to PCS Site Agreement dated February 14, 2002 ("Third Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to herein as the "Agreement"); and

WHEREAS STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

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Site Name: Kwik City Muffler Business Unit #: 880534 WHEREAS, the Agreement had an initial term that expired on April 16, 2001 ("Initial Term").' The Agreement provides for four Renewal Terms of five years each, the first and second of which were exercised by Lessee. According to the Agreement, the final Renewal Term expires April 16, 2021; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

- Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
- Term. Section 2 of the Original Agreement is hereby deleted in its entirety and the following is inserted in its place:

The initial term of this Agreement shall be for a period of five years commencing on April 17, 1996 and expiring on April 16, 2001 (the "Initial Term"). At the conclusion of the Initial Term, Lessee shall be entitled to fourteen extensions of five years each, with the final lease extension expiring April 16, 2071 (each extension is referred to as a "Renewal Term"). The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least ninety days prior to the expiration of the then current five year term.

Lessor and Lessee hereby acknowledge that Lessee has exercised the first and second Renewal Terms, leaving a balance of twelve Renewal Terms.

 Rent Escalation. The last sentence of Section 2 of the First Amendment, which amended the last sentence of Section 3 of the Original Agreement, is hereby amended as follows:

Commencing on April 1, 2008 and on the anniversary of that date each year thereafter (the "Adjustment Date"), the monthly Rent and Additional Rent, as may be applicable, shall increase by above monthly rental amount being paid during the previous annual period.

 Single Rent Increase. Upon the commencement of the fifth Renewal Term (April 17, 2021), the then current Rent and Additional Rent will by increased by ten percent above the

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Site Name: Kwik City Muffler Business Unit #: 880534 the most recent rental amount. This shall be a one time adjustment only, and will be applied instead of, rather than in addition to, the rent adjustment outlined in Section 3 of this Fourth Amendment. Thereafter, the Rent and Additional Rent will continue to be adjusted in accordance with siad Section 3.

- Expansion Option. Lessor and Lessee expanded the Site by the First, Second and ThirdAmendments. Lessor hereby grants Lessee the option to expand the Site further on the terms and conditions outlined below:
 - a. Lessor and Lessee agree that Lessee shall have the irrevocable right and option to expand the Site by up to an additional one thousand nine hundred fifteen (1,915) square feet contiguous to the Site at a location to be mutually agreed upon by Lessor and Lessee (the "Expansion Space"). Lessee may elect to exercise the Expansion Option for less than the entire Expansion Space and may exercise the Expansion Option as many times as it wishes; provided, however, the maximum amount of space taken cannot exceed 1,915 square feet. The parties further agree, upon exercise of the Expansion Option, to prepare, execute, and record such instruments, including an amendment to the Agreement, as may be necessary to memorialize Lessee's expansion of the Site.
 - b. If, during the Lease Term, Lessor receives an offer to lease any space contiguous to the Site prior to Lessee's exercise of the Expansion Option outlined above, Lessor shall notify Lessee in writing of such offer. Lessee shall have thirty (30) days following receipt of Lessor's notice to exercise the Expansion Option, which election shall be made in writing to Lessor prior to the end of the 30-day period. If Lessee does not so elect to rent the additional space within such time period, Lessor may lease the space to another Lessee. Lessee's election either to exercise or not to exercise the Expansion Option as to particular offered space shall not terminate its continuing right to exercise the Expansion Option as to other space contiguous to the Site.
 - c. Upon the exercise of the Expansion Option, Lessee shall pay additional rent for the Expansion Space equal to the square footage rate of the then current Rent being paid under the Agreement times the square footage of the Expansion Space ("Expansion Space Rent"),

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which shall commence upon the date that Lessee begins construction on the Expansion Space. In the event that Lessee no longer desires to use the Expansion Space, Lessee shall have the right to terminate its use of the Expansion Space by providing Lessor thirty (30) days prior written notice of termination. Once Lessee has vacated the Expansion Space and restored it in accordance with the provisions of the Agreement, Lessee shall no longer be required to pay Lessor the Expansion Space Rent.

6. Right of First Refusal. Lessor hereby grants to Lessee the following right of first refusal, which shall be added to the Agreement:

If, during the Lease term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Site: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent, or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Site or a perpetual easement for the Site. If the Lessor's Notice is for more than the Site and Lessee elects to purchase in fee or acquire a perpetual easement in only the Site, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

If at any time within five (5) years after the termination of this Lease Lessor receives an offer to enter into a lease or license with a third party for all or a portion of the Site or an offer to sell to a third party fee title or a perpetual easement for all or a portion of the Site or an offer to create any other real property or contractual right for all or a portion of the Site for the purpose of locating communications tower(s), antenna(s) or equipment thereon, Lessor shall immediately provide written notice to Lessee of said offer. Lessor's Notice shall include the prospective lessee's or buyer's name, the purchase price being offered or the consideration for the proposed lease, license or contract, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, leased or licensed, a description of said portion. Upon receipt of a valid Lessor's Notice, Lessee shall have a right of first refusal to purchase, lease or license the acreage described in the Lessor's Notice on the terms and conditions as in Lessor's Notice. If the Lessor's Notice is for more than the Site and Lessee elects to lease, license, purchase in fee or acquire a perpetual easement in only the Site, the terms and condition, including but not limited to the purchase price, shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an

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Site Name: Kwik City Muffler Business Unit #: \$80534 acreage basis. If the Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days after Lessor's Notice, Lessor may sell or lease the property described in the Lessor's Notice in accordance with the Lessor's Notice. The right of first refusal granted herein is a covenant running with the Lessor's Property and shall not be extinguished by Lessee's exercise or non-exercise of such right on one or more occasions during said five (5) year term. This section and the rights granted herein shall survive the termination of this Lease.

7. Consideration. In consideration for amending the Agreement, Lessee will pay Lessor within sixty days of full execution of this Fourth Amendment.

8. Ratification.

- (a) Lessor and Lessee agree that Lessee is the current Lessee under the Agreement, the Agreement is in full force and effect, as it may have been previously amended and as amended herein, and the Agreement contains the entire agreement between Lessor and Lessee with respect to the Site.
- (b) Lessor and Lessee agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Fourth Amendment are approved and ratified by the parties and the parties agree that no breaches or defaults exist as of the date of this Fourth Amendment.
- Notices. Lessee's notice address for purposes of the Agreement is amended as follows:

LESSEE'S PRIMARY CONTACT

STC Five LLC c/o Crown Castle USA Inc. E. Blake Hawk, General Counsel Attn. Real Estate Department 2000 Corporate Drive Canonsburg, PA 15317

10. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Fourth Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding

Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

amended to reflect the purpose of this Fourth Amendment. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall control. Unless otherwise expressly defined herein, the terms in this Fourth Amendment shall have the same meanings assigned to such terms in the Agreement. This Fourth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

This Fourth Amendment is executed by Lessor as of the date first above written.

LESSOR:

TODD POTTER

[Lessee Execution Page Follows]

This Fourth Amendment is executed by Lessee as of the date first above written.

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company

Its: Attorney in Fact

By: Global Signal Services LLC, a Delaware limited liability company

is: Managen

By: ___ Name: Its: ___

R.Christopher Money

Director - Land Acquisition Operations

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Site Name: Kwik City Muffler Business Unit #: 880534

Exhibit B - Project Narrative/Construction Plans

CONSTRUCTION DRAWING

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AT&T SITE NAME HOOPER

AT&T SITE NUMBER UTL03078

AT&T FA SITE NUMBER 10088500

SITE ADDRESS

2449 W. 4000 S. ROY, UT 84067

STRUCTURE TYPE MONOPOLE TOWER

PROJECT TEAM

PROJECT DESCRIPTION

GENERAL DYNAMICS

152 AEST 1400 SOUTH, SUPE 2 SALT LAST STE, VTA4 B419 OFFICE # 1507) 363-6841 PROJECT MANAGER

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PROJECT SUMMARY

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GENERAL DYNAMICS



SHEET INDEX

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1	CLASS NO.EZ
2	STARKE 10/13
3	STE PLAN
4	SHELTER ESSIPHENT (ANDLI)
5	TOWN CLEWSON
8	WASHING TRAINING CHRA.
7	FOURMENT OCTIONS
3	EQUIPMENT DETAILS

HOOPER UTL03078

2449 W. 4000 S. ROY, LT 84067

TITLE SHEET

T-1

GENERAL CONSTRUCTION NOTES:

CONTRACTOR MOTES

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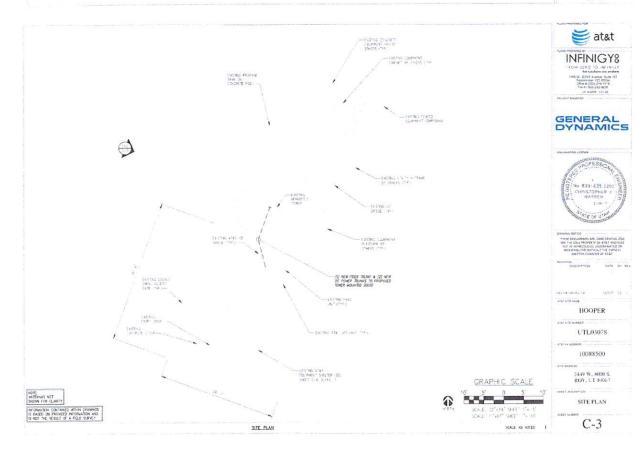
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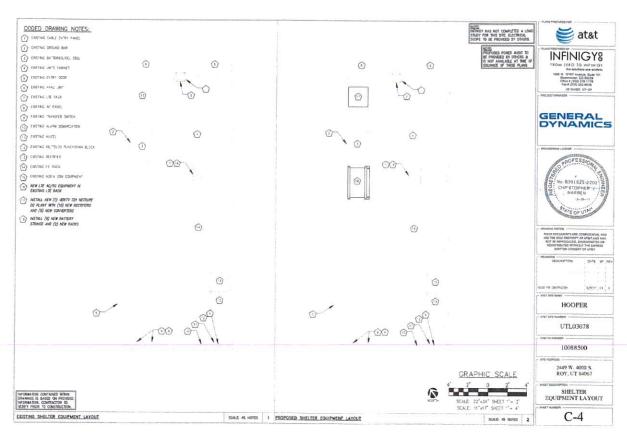
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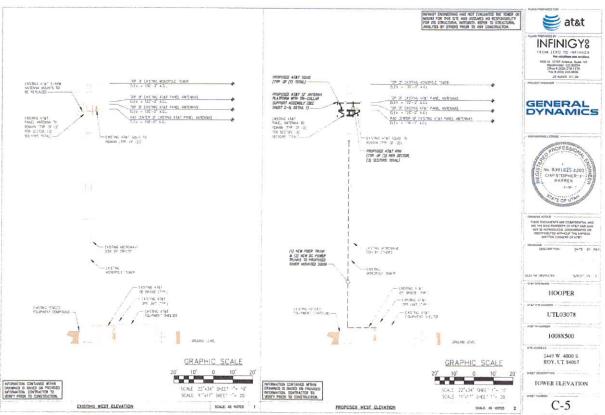
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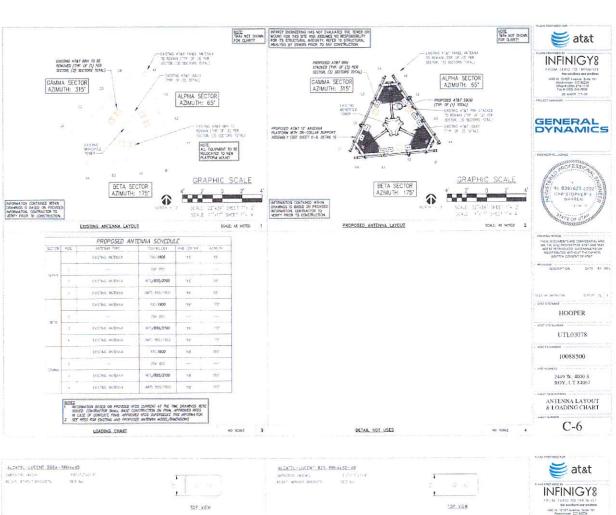
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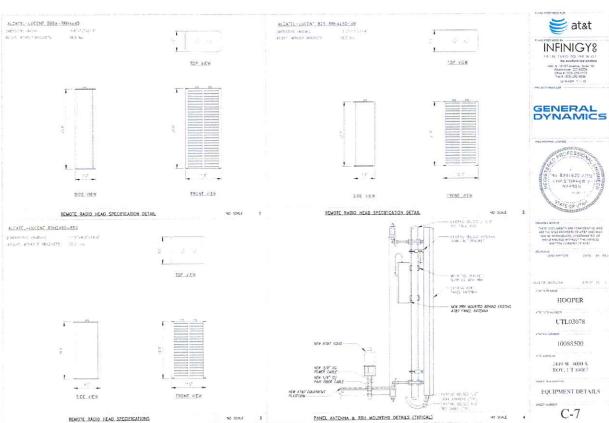
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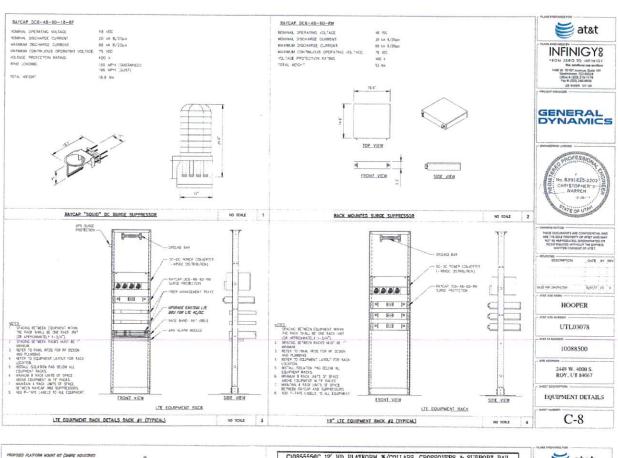


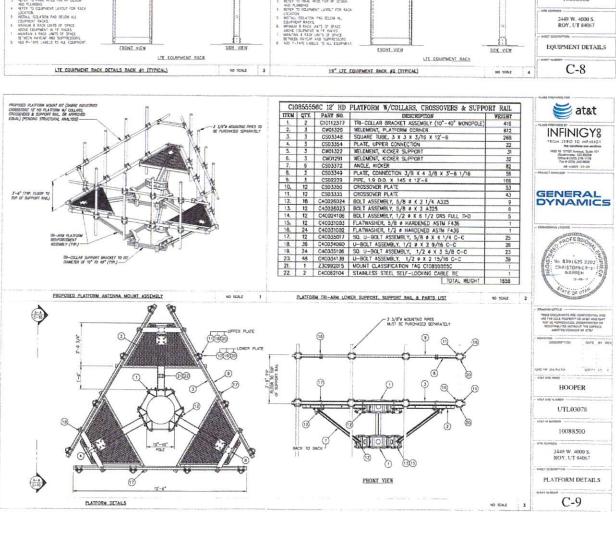


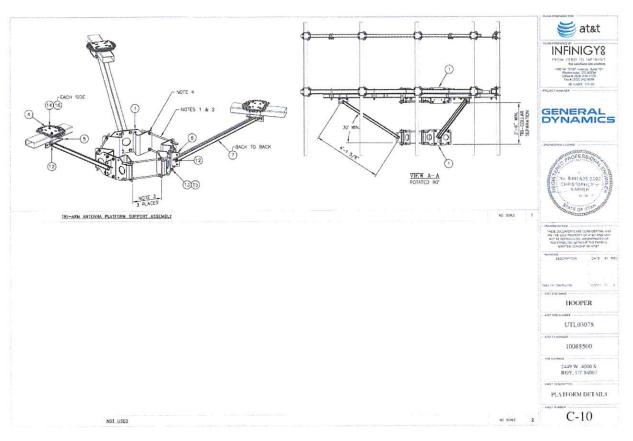


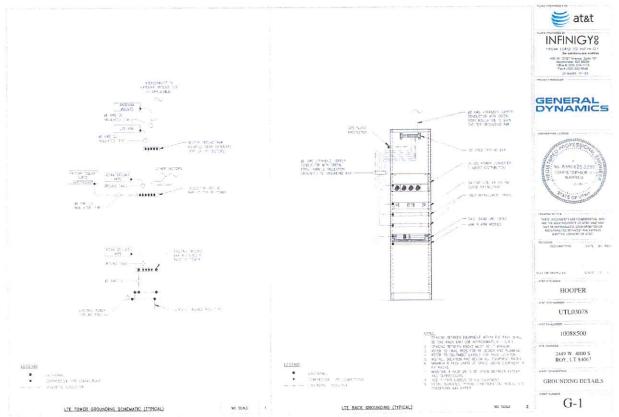












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ASAC INFORMATION SHEET 91:003

INFORMATION REGARDING SURVEY DATA SUBMITTED TO THE FAA

FAA Order 8260.19c requires proponents of certain proposed construction (located beneath instrument procedures) provide the FAA with a site survey and/or letter, from a licensed land surveyor, which certifies the site coordinates and the surface elevation at the site. On October 15, 1992, the FAA started using the North American Datum of 1983 (NAD-83), and therefore all site coordinates should be based on NAD-83. The FAA requires that the survey letter contain an accuracy statement that meets accuracy tolerances required by the FAA. The most requested tolerances are +/- 50 feet in the horizontal and +/- 20 feet in the vertical (2-C). When the site coordinates and/or site elevation can be certified to a greater accuracy than requested by the FAA, please do so.

In order to avoid FAA processing delays, the original site survey or certifying letter should be attached to the 7460 when it is filed at the FAA's regional office. It must be signed and sealed by the licensed land surveyor having performed or supervised the survey.

The FAA accuracy codes and a sample accuracy statement are listed below.

ACCURACY CODES:

HORIZONTAL		VERTICAL		
Code	Tolerance	Code	Tolerance	
1	+/- 15 ft	A	+/- 3 ft	
2	+/- 50 ft	В	+/- 10 ft	
3	+/- 100 ft	С	+/- 20 ft	
4	+/- 250 ft	D	+/- 50 ft	
5	+/- 500 ft	Е	+/- 125 ft	
6	+/- 1000 ft	F	+/- 250 ft	
7	+/- 1/2 NM	G	+/- 500 ft	
8	+/- 1 NM	H	+/- 1000 ft	
9	Unknown	I	Unknown	

Date: AUGUST 29, 2017

Re: SAL - POWDER MOUNTAIN

SE 1/4 OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN

I certify that the latitude of N 41°22'10.74", and the longitude of W 111°45'54.13", are accurate to within 15 feet horizontally and the site elevation of 8899 feet, AMSL (American Mean Sea Level), is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD-83) and are expressed as degrees, minutes and seconds, to the nearest (tenth/hundredth) of a second. The vertical datum (heights) are in terms of the (NAVD88) and are determined to the nearest foot.



Professional Licensed Land Surveyor:

1-A FAA Letter

Jerry Fletcher, Utah LS no. 6436064