

AGENDA

REGULAR MEETING OF THE PLANNING COMMISSION TUESDAY, SEPTEMBER 19, 2017 6:00 P.M.

Council Chambers, City Hall
212 S. Vanderhurst Avenue, King City, CA

1. CALL TO ORDER

2. ROLL CALL:

Planning Commission Members: Michael Barbree, Margaret Raschella, Ralph Lee, Vice Chairperson David Mendez, and Chairperson David Nuck

3. FLAG SALUTE

4. PUBLIC COMMENTS

Any person may comment on any item not on the agenda. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD. Action may not be taken on the topic, unless deemed an urgency matter by a majority vote of the Planning Commission. Topics not considered an urgency matter might be referred to City staff and placed on a future agenda, by a majority vote of the Planning Commission.

5. PRESENTATIONS

None

6. CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine and may be approved by one action of the Planning Commission, unless any member of the Planning Commission wishes to remove an item for separate consideration.

- A. Meeting Minutes of September 5, 2017 Planning Commission Meeting
Recommendation: approve and file.

7. PUBLIC HEARINGS

- A. Project: Conditional Use Permit Case No. CUP 2017-015 amending Conditions of Approval for CUP2016-003
- Case No.: **CUP 2017-015**
- Applicant: David Downs, Mobilitie, LLC
- Location: Latitude/Longitude: 36.215359, -121.130148 along the public right-of-way of N. Vanderhurst Avenue
- Consideration: Consideration of Conditional Use Permit Case No. CUP2017-015 to amend the Conditions of Approval for

CUP2016-003 a small cell site within the existing public right-of-way along N. Vanderhurst Avenue.

Recommendation: Recommending Planning Commission approve Conditional Use Permit Case No. CUP 2017-015 which amends Conditions of Approval for CUP 2016-003.

Environmental Determination: Staff has found the project categorically exempt, pursuant to Section 15303 of the California Environmental Quality Act ("CEQA") Guidelines: New Construction or Conversion of Small Structures, Class 3 (b).

B. Project: Conditional Use Permit Case No. CUP 2017-014 amending Conditions of Approval for CUP 2016-004

Case No.: **CUP 2017-014**

Applicant: David Downs, Mobilitie, LLC

Location: Latitude/Longitude: 36.213680, -121.129431 along the right-of-way of Ellis Street.

Consideration: Consideration of Conditional Use Permit Case No. CUP2017-014 to amend the Conditions of Approval for CUP2016-004 a small cell site within the existing public right-of-way along Ellis Street.

Recommendation: Recommending Planning Commission approve Conditional Use Permit Case No. CUP 2017-014 which amends Conditions of Approval for CUP 2016-004.

Environmental Determination: Staff has found the project categorically exempt, pursuant to Section 15303 of the California Environmental Quality Act ("CEQA") Guidelines: New Construction or Conversion of Small Structures, Class 3 (b).

C. Project: Conditional Use Permit Case No. CUP 2017-013 amending Conditions of Approval for CUP 2017-004

Case No.: **CUP 2017-013**

Applicant: David Downs, Mobilitie, LLC

Location: Latitude/Longitude: 36.205456, -121.133448 along the public right-of-way along Franciscan Way

Consideration: Consideration of Conditional Use Permit Case No. CUP2017-013 to amend the Conditions of Approval for CUP2017-004 a small cell site within the existing public right-of-way along Franciscan Way.

Recommendation: Recommending Planning Commission approve Conditional Use Permit Case No. CUP 2017-013 which amends Conditions of Approval for CUP 2017-004.

Environmental Determination: This project is categorically exempt from the California Environmental Quality Act ("CEQA") because it can be seen

with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines §15061(b)(3).

- D. Project:** Variance Permit
- Case No.:** **VAR 2017-001**
- Applicant:** Timothy Davis
- Location:** 331 N. Russ Street (APN 026-174-001-000) and 327 N. Russ Street (APN 026-174-002) King City, CA 93930.
- Consideration:** The request is for a variance permit to rebuild a residence that was destroyed by a fire on APN: 026-174-001, Lot 1, Block 13. The project includes a setback variance and resolve an existing non-conforming land use with the adjoining parcel, Lot 2, Block 13, APN: 026-174-002 that involves correcting a unit that currently straddles the lot line between the two parcels.
- Recommendation:** Conduct the public hearing and adopt Resolution No. 2017-189 which approves Variance Case No. VAR2017-001, which includes. 1. side yard setback reduction from six (6') feet to three (3') feet, and 2. rear yard setback reduction from ten (10') to four feet, 2 inches (4'-2"), based on the findings of fact and subject to the Conditions of Approval
- Environmental Determination:** The project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures) pursuant to Section 15301 and Section 15303 of the California Environmental Quality Act ("CEQA") Guidelines.

8. PLANNING COMMISSIONER REPORTS

9. DIRECTOR'S REPORT

10. WRITTEN CORRESPONDENCE

11. ADJOURNMENT

UPCOMING REGULAR MEETINGS

<u>September 2017</u>		
September 26 th	6:00 p.m.	City Council
<u>October 2017</u>		
October 3 rd	6:00 p.m.	Planning Commission
October 9 th	6:00 p.m.	Airport Advisory Committee
October 10 th	6:00 p.m.	City Council
October 16 th	6:00 p.m.	Recreation Commission
October 17 th	6:00 p.m.	Planning Commission
October 24 th	6:00 p.m.	City Council

ADT: Average daily trips made by vehicles or persons in a 24-hour period

ALUC: Airport Land Use Commission

AMBAG: The Association of Monterey Bay Area Governments. The AMBAG region includes Monterey, San Benito and Santa Cruz Counties, and serves as both a federally designated Metropolitan Planning Organization and Council of Government. AMBAG manages the region's transportation demand model and prepares regional housing, population and employment forecast that are utilized in a variety of regional plans.

APCD: Air Pollution Control District

BMP: Best Management Practice, Bike Master Plan

CAP: Climate Action Plan

CC&Rs: Covenants, Conditions, and Restrictions (private agreements among property owners; the City has no authority to enforce these)

CDBG: Community Development Block Grant (a federal grant program designed to benefit low and moderate income persons)

CEQA: California Environmental Quality Act

CFD: Community Facilities District

COG: A council of government, or regional council, is a public organization encompassing a multi-jurisdictional regional community. It serves the local governments by dealing with issues that cross political boundaries.

CUP: Conditional Use Permit

EIR: Environmental Impact Report

Ex-Parte: Communication between Planning Commissioners and applicants outside of a public meeting

FEMA: Federal Emergency Management Agency

GHG: Greenhouse gas

HOME: Home Investment Partnership Act (a federal program to assist housing for low and moderate income households)

HCP: Habitat Conservation Plan

HCD: State Department of Housing & Community Development

HUD: U.S. Department of Housing and Urban Development

LAFCO: Local Agency Formation Commission

LID: Low Impact Development (measures to reduce rainwater runoff impacts)

LLA: Landscaping and Lighting District

LOS: Level of Service (a measurement of traffic efficiency used by Caltrans)

MIMTC: A multimodal transit center includes a combination of alternative modes of transportation so people do not have to only rely on vehicles.

MOU: Memorandum of Understanding

MND: Mitigated Negative Declaration

MPO: A metropolitan planning organization is a federally mandated and federally funded transportation policy-making organization, such as AMBAG, that is made up of representatives from local government to help implement transportation projects and projects.

Neg Dec: Negative Declaration (a CEQA statement that a project will not have a significant effect on the environment)

NEPA: National Environmental Policy Act

SOI: Sphere of Influence.

TAMC: The Transportation Agency for Monterey County develops and maintains a multimodal transportation system for Monterey County. TAMC consists of local officials from each Monterey city (12 cities) and five (5) county supervisorial districts, and ex-officio members from six (6) public agencies.

TOT: Transient Occupancy Tax

Variance: A form of relief from zoning development regulations based on physical constraints of a property that prevents development of the same type of buildings allowed on other properties within the same zone and in the same neighborhood

VMT: Vehicle Miles Traveled

Planning Commission Minutes

September 5, 2017

1. Call to Order

Chairperson Nuck called the regular meeting of the Planning Commission of the City of King to order at 6:00 p.m.

2. Pledge of Allegiance

Chairperson Nuck led the Commission and audience in the Pledge of Allegiance.

3. Roll Call

Chairperson David Nuck X Vice Chair David Mendez X
Michael Barbree X Margaret Raschella X Ralph Lee X

Commissioner Mendez made a motion to excuse Commissioner Lee, seconded by Commissioner Barbree. Motion carried 4-0.

Staff present: Community Development Director, Doreen Liberto-Blanck; Principal Planner, Don Funk; Admin. Asst./Deputy City Clerk, Erica Sonne.

4. Public Comments

None

5. Presentations

None

6. Consent Calendar

All matters listed on the Consent Calendar are considered routine and may be approved by one action of the Planning Commission, unless any member of the Planning Commission wishes to remove an item for separate consideration.

A. Approval of Minutes: August 15, 2017

Action: Motion made by Commissioner Raschella to approve minutes of August 15, 2017. Seconded by Commissioner Barbree. Motion carried 4-0.

7. Public Hearing Items

- | | |
|----------------|--|
| A. Project: | Variance Permit |
| Case No.: | VAR 2017-001 |
| Applicant: | Timothy Davis |
| Location: | 331 N. Russ Street (APN 026-174-001-000) and 327 N. Russ Street (APN 026-174-002) King City, CA 93930. |
| Consideration: | The request is for a variance permit to rebuild a residence that was destroyed by a fire on APN: 026-174-001, Lot 1, Block 13. The project includes a setback variance and resolve an existing non-conforming land use with the adjoining parcel, Lot 2, Block 13, APN: 026-174-002 that involves correcting a unit that currently straddles the lot line between the two parcels. |

Recommendation: Conduct the public hearing and adopt Resolution No. 2017-189 which approves Variance Case No. VAR2017-001, based on the findings of fact and subject to the Conditions of Approval.

Environmental Determination: The project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures) pursuant to Section 15301 and Section 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines.

Principal Planner Don Funk introduced this item, showing a power point presentation.

Commissioner Lee arrived to the meeting 6:04p.m.

Chair Nuck opened the public hearing

Tim Davis the applicant stated that the building codes don't fit the lots in King City. He would have to have all the residence sprinklered because of creating new lots. He doesn't feel the lot line adjustment is feasible for him. If that is the only way Planning Commission can grant the variance he is not interested.

Doreen Liberto suggested speaking to the City Attorney to explore another alternative.

ADU is being discussed by the applicant and Planning Commission.

Chair Nuck continued the public hearing to September 19, 2017.

Action: Motion made by Commissioner Barbree to continue this item to the September 19th meeting and have staff check with the City Attorney on different options. Seconded by Commissioner Raschella. Motion carried 5-0.

Planning Commission and Applicant feel that the code needs to be worked on and changed to fit King City.

- B. **Project:** Amending CUP2017-004 Conditions of Approval
- Case No.:** CUP2017-004 Amendment
- Applicant:** David Downs, Mobilitie, LLC
- Location:** Latitude/Longitude: 36.205456, -121.133448. (Franciscan Way)
- Consideration:** Removal from calendar of the previously noticed item - *Amendment to Conditional Use Permit Case No. CUP2017-004 to Amend Conditions of Approval for the small cell site within the existing public right-of-way along Franciscan Way.*
- Recommendation:** Refer back to staff and remove from calendar for re-noticing
- Environmental Determination:** Staff has found the project categorically exempt, pursuant to Section 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines: New Construction or Conversion of Small Structures, Class 3 (b).

Community Development Director Doreen Liberto introduced this item.

Action: Motion made by Commissioner Raschella to refer back to staff and remove from calendar for re-noticing. Seconded by Commissioner Mendez. Motion carried 5-0.

C. Project: Amending CUP2016-004 Conditions of Approval

Case No.: CUP2016-004 Amendment

Applicant: David Downs, Mobilitie, LLC

Location: Latitude/Longitude: 36.213680/-121.129431. (Ellis Street)

Consideration: Removal from calendar of the previously noticed item - *Amendment to Conditional Use Permit Case No. CUP2016-004 to Amend the Conditions of Approval for the small cell site within the existing public right-of-way along Ellis Street.*

Recommendation: Refer back to staff and remove from calendar for re-noticing

Environmental Determination: Staff has found the project categorically exempt, pursuant to Section 15303 of the California Environmental Quality Act ("CEQA") Guidelines: New Construction or Conversion of Small Structures, Class 3 (b).

Community Development Director Doreen Liberto introduced this item.

Action: Motion made by Commissioner Raschella to refer back to staff and remove from calendar for re-noticing. Seconded by Commissioner Barbree. Motion carried 5-0.

D. Project: Amending CUP2016-003 Conditions of Approval

Case No.: CUP2016-003 Amendment

Applicant: David Downs, Mobilitie, LLC

Location: Latitude/Longitude: 36.215359/-121.130148. (Vanderhurst Avenue)

Consideration: Removal from calendar of the previously noticed item - *Amendment to Conditional Use Permit Case No. CUP2016-003 to Amend the Conditions of Approval for the small cell site within the existing public right-of-way along Vanderhurst Avenue.*

Recommendation: Refer back to staff and remove from calendar for re-noticing

Environmental Determination: Staff has found the project categorically exempt, pursuant to Section 15303 of the California Environmental Quality Act ("CEQA") Guidelines: New Construction or Conversion of Small Structures, Class 3 (b).

Community Development Director Doreen Liberto introduced this item.

Action: Motion made by Commissioner Raschella to refer back to staff and remove from calendar for re-noticing. Seconded by Commissioner Barbree. Motion carried 5-0.

E. Project: General Plan Amendment and Zone Change for WWTP properties

Case No.: GPA2017-002, ZC2017-002

Applicant: City of King

Location: APN: 245-111-030-000 and 245-111-029-000

Consideration: The proposal involves amending the General Plan Land Use Map and the Zoning Map for the remainder portion of APN: 245-111-030 and all of APN 245-111-029. The properties are situated west of the City and adjacent to the Waste Water Treatment Plant (“*WWTP*”) and zoned Light Industrial (“*M-1*”) and within the Public Quasi (“*PQ*”) General Plan Land Use Designation. The proposed amendment and zone change are properties within the city limits.

Recommendation: Planning Commission will make recommendation to the City Council on whether to approve a general plan amendment and zone change of the remainder portion of APN 245-111-030-000 and all of APN 245-111-029-000 and adopt Resolution No. 2017-187.

Environmental Determination: This project is categorically exempt from the California Environmental Quality Act (“*CEQA*”) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (*CEQA* Guidelines §15061(b)(3)).

Community Development Director Doreen Liberto introduced this item.

Chair Nuck opened the public hearing, seeing no one come forward, closed the public hearing.

Action: Motion made by Commissioner Raschella to recommend the City Council approve a general plan amendment and zone change of the remainder portion of APN 245-111-030-000 and all of APN 245-111-029-000 and adopt Resolution No. 2017-187. Seconded by Commissioner Barbree. Motion carried 5-0.

- F. Project: Sign Ordinance
- Applicant: City of King
- Location: Citywide. Applies to all zones and land uses in the City.
- Consideration: The project includes changes to Municipal Code Title 17, Chapter 17.55, Sign Regulations. The changes include, but are not limited to, allowing certain signs to be approved by the Community Development Director rather than the Planning Commission; adding procedures for sign deviations; identifying Planning Commission’s authority to approve pole signs; modify Master Sign Programs to be required for 11 or more separate tenants; expand the area of window signs from twenty (20%) percent to twenty-five (25%) percent; changes the method of calculating double sided signs; provides exemptions for many signs including temporary banners and feather signs; adds a new Table 1 which establishes standards for specific sign types, and modifies the provisions of non-conforming signs.
- Recommendation: Planning Commission will make recommendations to the City Council on whether to amend Title 17.55 Signs.
- Environmental Determination: The new Sign Ordinance does not substantially change the sizes, colors, shapes or heights of future signs nor does it substantially change appearance of businesses nor does it negatively impact the views from US 101 or from major streets within the City. Based upon Title 14. California Code of Regulations, Chapter 3. Guidelines for Implementation of the California Environmental Quality Act, Section 15061. (b)(3) a project is exempt from *CEQA* "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the

environment, the activity is not subject to CEQA." The proposed sign regulations do not have the potential to negatively impact views or appearance of the City.

Principal Planner Don Funk introduced this item, showing a power point presentation.

Commissioner Lee would like to have a handout/booklet that applicants could review.

Chair Nuck opened the public hearing, seeing no one come forward, Chair Nuck closed the public hearing.

Action: Motion made by Commissioner Raschella recommending to the City Council to amend Title 17.55 Signs. Seconded by Commissioner Mendez. Motion carried 5-0.

Motion made by Commissioner Lee to have the Planning Department make a handout that covers that gives design guidelines. Seconded by Commissioner Barbree. Motion carried 5-0.

8. Non-Public Hearing Items -

- A. Project: General Plan Consistency for WWTP properties
- Case No.: GPC2017-004
- Applicant: City of King
- Location: Assessor Parcel Numbers: 245-111-030-000 and 245-111-029-000
- Consideration: Consistency Determination of the General Plan regarding selling of Assessor Parcel Numbers: 245-111-030-000 and 245-111-029-000.
- Recommendation: Adoption of Resolution No 2017-188 which finds the General Plan consistency determination for the sale of APN245-111-030-000 and APN245-111-029-000.
- Environmental Determination: This project is categorically exempt from the California Environmental Quality Act ("CEQA") because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines §15061(3)).

Action: Motion made by Commissioner Barbree Adopt of Resolution No 2017-188 which finds the General Plan consistency determination for the sale of APN245-111-030-000 and APN245-111-029-000. Seconded by Commissioner Raschella. Motion carried 5-0.

9. Regular Business- None

10. Planning Commission Report –

11. Director Reports-

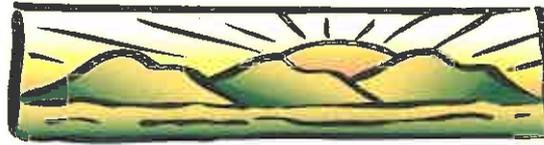
12. Written Correspondence– None

13. Adjournment

There being no further business, the Planning Commission meeting was adjourned at 6:38 p.m.

David Nuck
Planning Commission Chairperson
City of King

Erica Sonne
Planning Commission Secretary
City of King



KING CITY
C A L I F O R N I A

Item No. **7(A)**

REPORT TO THE PLANNING COMMISSION

DATE: SEPTEMBER 19, 2017

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

BY: MARICRUZ AGUILAR, ASSISTANT PLANNER

RE: CONSIDERATION OF CONDITIONAL USE PERMIT CASE NO. CUP2017-015 TO AMEND THE CONDITIONS OF APPROVAL FOR CUP2016-003 A SMALL CELL SITE WITHIN THE EXISTING PUBLIC RIGHT-OF-WAY ALONG N. VANDERHURST AVENUE.

RECOMMENDATION:

It is recommended Planning Commission approve Conditional Use Permit Case No. CUP 2017-015 which amends Conditions of Approval for CUP 2016-003.

BACKGROUND:

On August 22, 2017, David Downs, Mobilitie, LLC ("**Applicant**"), submitted a new application for a Conditional Use Permit to amend Case No. CUP2016-003.

On July 18, 2017, Planning Commission approved CUP2016-003. Condition of Approval No. 5 states, no conditions shall be eliminated, added, or modified without Planning Commission review and action.

The Applicant is requesting to modify Condition of Approval No. 13 Maintenance Plan and Condition of Approval No. 17 Indemnification condition of CUP2016-003. According to the City Attorney, a new case number needs to be attached to the project; therefore, the new case number is CUP2017-015.

DISCUSSION:

The proposed project description is only to amend the language of the conditions of approval. (**Reference Exhibit 1.**) The Applicant is not proposing any amendments to the approved scope of work for the construction of the new cell site within the public right-of-way as identified with CUP2016-003.

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The only changes proposed by the Applicant include amending the Maintenance Plan Condition of Approval No. 13 and amending the Indemnification Condition of Approval No. 17 as follows:

COA #13 AS APPROVED BY CUP2016-003	PROPOSED AMENDMENTS TO COA #13
<p><u>Miscellaneous Conditions:</u></p> <p>13. <u>Maintenance Plan and Permission to Use Site:</u> Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Mobilite shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a written agreement or resolution by complying with the following: i) Mobilite shall provide access to, and use of, the streetlight pole to the City, if/when the City should decide to install a security equipment; ii) The City will coordinate with Mobilite regarding the installation of a security equipment, and Mobilite shall provide full access to the proposed streetlight pole for both installation and on-going maintenance of any security equipment that the City may desire to install at no cost to the City; iii) Mobilite will also allow installation of any signage on the proposed pole that the City may desire to install for either security, safety, or maintenance purposes; iv) Mobilite will promptly repair or pay, at the option of the City, for any damage caused by Mobilite to any of the City equipment, signage or murals; and v) Mobilite shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E operations. Any/all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. <u>Removal of graffiti shall be removed within five (5) days of the City notifying Mobilite.</u></p>	<p><u>Miscellaneous Conditions:</u></p> <p>13. <u>Maintenance Plan and Permission to Use Site:</u> Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Applicant shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a <u>separate</u> written agreement or resolution by complying with the following:</p> <p>i) Applicant shall, <u>at no cost to the City, provide non-exclusive access to and use of the streetlight pole by the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain electronic security equipment and/or signage for security, safety, or maintenance purposes (collectively, "City Equipment"), and not for any other use unless otherwise agreed to in writing by the parties. Prior to any shared use of the pole, the City must provide a notice to the Applicant at least 30 days in advance of the proposed use. The City's written request for attachment of City Equipment shall include drawings and diagrams depicting the location(s) and manner of installation of such City Equipment. If Applicant reasonably believes the proposed use does not qualify as City Equipment, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 10 days of receipt of City's initial notice. If Applicant reasonably believes that installation of City Equipment will affect Applicant's operations due to load bearing or capacity issues, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 15 days of receipt of City's initial notice. Applicant's consent is subject to Applicant's own use and business development plans and Applicant may refuse, in its sole discretion, to allow the shared use of the streetlight pole where there is insufficient structural capacity, the potential for interference with</u></p>

existing or future communication facilities installed by Applicant, any additional or increased costs to Applicant as a result of the shared use, or for reasons of safety, reliability, or generally applicable engineering standards. Applicant's consent shall not be unreasonably withheld, and it shall act in good faith to promote shared use of the streetlight pole. Applicant's consent shall be deemed to have been approved within 30 days of the receipt of the City's initial notice, unless Applicant has provided the City with a written explanation setting forth specific reasons for Applicant's denial of consent to attach, and what revisions would be necessary in order to allow City Equipment to be installed. All installation, operation, maintenance repair and removal obligations with respect to City's Equipment (including but not limited to fees, costs, and separate power or utility services for such City Equipment) shall be borne by the City unless otherwise specified herein. City shall ensure that all installation, operating, maintenance, repair and removal of City Equipment shall be in accordance with all applicable federal, state and local laws and regulations. City Equipment shall not unreasonably interfere with Applicant's operations or use of the communications equipment or pole. Any such interference shall be promptly cured by City upon notice from Applicant. Any of Applicant's communications facilities and/or streetlight poles disturbed or damaged during, or as a result of, City's installation, operation, maintenance, repair and/or removal of City Equipment shall be repaired at City's sole cost and expense, except as otherwise authorized by Applicant. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any of the authorized City Equipment. Applicant shall not be liable for any damage to property, personal or bodily injury, or death arising from any willful or negligent acts or omissions of City or any agent, officer, director, representative, employee, consultant or subcontractor of City while in the exercise of City's rights or performance of City's duties under this COA, or caused by City Equipment.

ii) If permitted under current or future Pacific Gas and Electric Company ("PG&E") policies, rules and regulations, Applicant shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E or Applicant operations. Any and all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. Applicant will

	<p>promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any murals; and</p> <p>iii) Applicant shall remove graffiti from its streetlight pole or communication facilities, excluding any City Equipment or murals, within five (5) business days following the City's notice to Applicant's Network Operations Center ("NOC"). Applicant's NOC may be contacted 24/7 at (877) 244-7889. Applicant's NOC contact information may be updated from time to time upon written notice to the City.</p>
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COA #17 AS APPROVED BY CUP2016-003	PROPOSED AMENDMENTS TO COA #17
<p>17. Indemnification: Prior to Encroachment Permit, the Applicant shall submit to the satisfaction of the City Attorney indemnification language to address all pertinent concerns related to damage and injury of private property owner(s).</p>	<p>17. Indemnification: Applicant shall indemnify, defend, and hold harmless, the City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Applicant while in the exercise of the rights or performance of the duties under this COA. The indemnity provided for in this paragraph shall not apply to any portion of liability resulting or arising from the willful or negligent acts or omissions by the City or an Indemnitee, including in relation to City Equipment. The City shall give prompt written notice to Applicant of any claim for which the City seeks indemnification. Applicant shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney, except that the City's prior approval must be obtained for any compromise on behalf of, documents filed on, or acts taken in the name of, the City. Neither the City or the Applicant shall be liable to the other for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action subject to this COA No. 17, whether in contract, tort, or otherwise, even if it was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. Nothing in this COA No. 17 shall affect or otherwise</p>

As of the writing of this staff report, both the City Attorney and Amanda Cantu, Mobilite, Agreement Specialist have reviewed the changes and find the proposed changes acceptable.

Public Notification and Input

A Public Hearing Notice was published in the South County Newspaper *The Rustler* on September 6, 2017 and all property owners of record within three hundred (300') feet radius of the subject site were notified of the public hearing and invited to voice any concerns on this application. As of the date of the preparation of this staff report no written testimony has been received by the City. A public hearing will be conducted on September 19, 2017.

ENVIRONMENTAL DETERMINATION:

The project is categorically exempt pursuant to Section 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines: *New Construction or Conversion of Small Structures, Class 3 (b)*.

COST ANALYSIS:

Development Review Projects are based on times and materials. The Applicant has submitted a minimum fee per City Fee Schedule and the Applicant is responsible in payment of processing the CUP. Any additional permits required such as a building permit or encroachment permit will be subject to applicable fees.

ALTERNATIVES:

The following alternatives are provided for Planning Commission consideration:

1. Approve Conditional Use Permit Case No. CUP2017-015 which amends the Conditions of Approvals for CUP2016-003; or
2. Make recommendations for modification as deemed appropriate by the Planning Commission; or
3. Provide other direction to staff.

Exhibits:

1. Project Description
2. Amended Conditions of Approval
3. Resolution
4. Site Plan from CUP2016-003

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Submitted by: MARICRUZ AGUILAR
Maricruz Aguilar, Assistant Planner

Approved by: MCA for Doreen Liberto
Doreen Liberto, AICP, Community Development Director



CITY OF KING

Project Description

The proposed project is the amendment of CUP 2016-003. Specifically, the amendment of the language associated with two Conditions of Approval – COA #13 and COA #17.

Mobilitie, LLC proposes the following language:

COA #13:

Maintenance Plan and Permission to Use Site: Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department’s requirements. At all times Applicant shall have permission to use the City’s right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a separate written agreement or resolution by complying with the following:

i) Applicant shall, at no cost to the City, provide non-exclusive access to and use of the streetlight pole by the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain electronic security equipment and/or signage for security, safety, or maintenance purposes (collectively, “City Equipment”), and not for any other use unless otherwise agreed to in writing by the parties. Prior to any shared use of the pole, the City must submit a written request to Applicant and obtain Applicant’s written consent for the proposed use. City’s written request for attachment of City Equipment shall include drawings and diagrams depicting the location(s) and manner of installation of such City Equipment and, upon Applicant’s request, shall also include a load bearing survey to confirm such poles can carry the load of proposed City Equipment. Applicant’s consent is subject to Applicant’s own use and business development plans and Applicant may refuse, in its sole discretion, to allow the shared use of the streetlight pole where there is insufficient structural capacity, the potential for interference with existing or future communication facilities installed by Applicant, any additional or increased costs to Applicant as a result of the shared use, or for reasons of safety, reliability, or generally applicable engineering standards. All installation, operation, maintenance repair and removal obligations with respect to City’s Equipment (including but not limited to fees, costs, and expenses incurred for a load bearing survey, if required, and separate power or utility services for such City Equipment) shall be borne by the City. City shall ensure that all installation, operating, maintenance, repair and removal of City Equipment shall be in accordance with all applicable federal, state and local laws and regulations. City Equipment shall not interfere with Applicant’s operations or use of the communications equipment or pole. Any such interference shall be promptly cured by City upon notice from Applicant. Any of Applicant’s communications facilities and/or streetlight poles disturbed or damaged during, or as a result of, City’s installation, operation, maintenance, repair and/or removal of City Equipment shall be repaired at City’s sole cost and expense. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any of the authorized City Equipment. Applicant shall not be liable for any damage to property, personal or bodily injury, or death arising from any acts or omissions of City or any agent, officer, director, representative, employee, consultant or subcontractor of City while in the exercise of City’s rights or performance of City’s duties under this section;

CUP 2017-015

ii) If permitted under current or future Pacific Gas and Electric Company ("PG&E") policies, rules and regulations, Applicant shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E or Applicant operations. Any and all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any murals; and

iii) Applicant shall remove graffiti from its streetlight pole or communication facilities, excluding any City Equipment or murals, within five (5) business days following the City's notice to Applicant's Network Operations Center ("NOC"). Applicant's NOC may be contacted 24/7 at (877) 244-7889. Applicant's NOC contact information may be updated from time to time upon written notice to the City.

COA #17:

Indemnification: Applicant shall indemnify, defend, and hold harmless, the City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aieshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Applicant while in the exercise of the rights or performance of the duties under this COA. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Applicant of any claim for which the City seeks indemnification. Applicant shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

EXHIBIT 2

CONDITIONS OF APPROVAL

PROJECT CASE NUMBER CUP 2017-015
AMENDMENT TO CUP 2016-003

Community Development Department (Mobilitie, LLC (“Applicant”) should discuss the following conditions of approval (“COA”) with Maricruz Aguilar-Navarro, 831-386-5916, if there are any questions):

1. **Project Description:** Conditional Use Permit Case No. CUP 2017-015 modifies the Conditions of Approval for Case No. CUP2016-003; a request to construct a new small cell site on the public right-of-way consisting of a new thirty-two (32’.6”) feet streetlight pole with a two plus (2’.45”) foot OMNI Directional Antenna for a total of thirty-six (36’) feet in height and a four (4’) pedestal meter located five (5’) feet away from the streetlight pole along the right-of-way of N. Vanderhurst Avenue (Latitude/Longitude: 36.215359, -121.130148 and shall be constructed in accordance with **Exhibit 4**, as approved by the Planning Commission for CUP 2016-004 on **July 18, 2017** and **approved for CUP 2017-015** by Planning Commission on **September 19, 2017**.
2. **Approval Period:** The approval period for this permit shall be in accordance with the approved drawings and sketches and shall be null and void if not used within one (1) year from the date of the approval. Then the approval shall immediately expire and any building permit issued in reliance thereon shall be deemed cancelled and revoked. Municipal Code Section 17.64.030 prohibits any time extensions of the CUP and Variance beyond one year from the date of approval. No extension shall be permitted for the CUP as required by Municipal Code Section 17.64.030.
3. **Hold Harmless Clause:** Hold Harmless and Indemnification Clause: The Applicant agrees, as part of and in connection with each and all the applications and approvals, to defend, indemnify, and hold harmless the City of King (“City”) and its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), employees and agents (including Earth Design, Inc., and Hanna & Brunetti) from any and all claim(s), action(s), or proceeding(s) (collectively referred to as “proceeding”) brought against City or its officers, contractors, consultants, attorneys, employees, or agents (including Earth Design, Inc., Aleshire & Wynder, attorneys, and Hanna & Brunetti) to challenge, attack, set aside, void, or annul:

**PLANNING COMMISSION
CUP 2017-015
SEPTEMBER 19, 2017
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Any approvals issued in connection with all approvals, actions and applications by City covered by the conditions of approval and/or mitigation measures; and/or

Any action and approvals taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("**CEQA**") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council. The Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, *City, and/or parties initiating or involved in such proceeding.*

The Applicant agrees to indemnify City and its elected officials, officers, contractors, consultants, attorneys, employees and agents (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys) for all of City's costs, fees, and damages incurred in enforcing the **indemnification** provisions of this COA.

The Applicant agrees to defend, indemnify and **hold harmless** City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (including, but not limited to, an environmental impact report, sphere of influence amendment, annexation, pre-zoning, general plan amendment, specific plan, vesting tentative tracts, sign applications, variances, conditional use permits, architectural review, etc.), if made necessary by said proceeding, and if the Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

In the event that the Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:

The counsel to so defend City.

All significant decisions concerning the manner in which the defense is conducted; and

Any and all settlements.

City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with the Applicant in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense,

**PLANNING COMMISSION
CUP 2017-015
SEPTEMBER 19, 2017
PAGE 9 OF 15**

any and all City Attorney, Staff and consultants' fees and costs shall be paid by the Applicant. In addition, in the event of litigation, the Applicant shall pay any and all City Staff and consultants' fees and costs.

The Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

4. **Other County, State and Federal Permits:** Before initiation of the proposed use, the Applicant shall provide copies of any required County, State and Federal permits or written verification of a waiver of permit requirement.
5. **Structural Changes:** Installation shall be in substantial conformance with the plans, conditions of approval presented to and approved by the Planning Commission in connection with the project. No conditions, colors, materials or architectural features shall be eliminated, added or modified without Commission review and action, amended CUP, as applicable.

City of King Building and Safety Department (The Applicant should discuss the building permit submittal process with Paul Hodges, Chief Building Official Building and Safety Department at (831) 386-5915.)

6. **Building Plans:** All COA shall be imprinted on plans submitted for building permits. Building plans shall comply with the current Title 24 California Building Standards Codes.
7. **Electrical Permit:** As part of the building permit submittal, the Applicant shall submit for an Electrical Permit required for new electrical pedestal and associated electrical circuit.
8. **Address Assignment:** As part of the building permit submittal, Applicant to submit for an Address Assignment for the pedestal meter.
9. **Lighting:** Standard streetlight lamp shall be provided. As part of the building permit submittal, the lighting standard shall be submitted for review and approval by the Building Department and Public Works Department. Where appropriate, light-emitting diode ("**LED**") lighting should be used for external lighting to reduce the site's electricity consumption.
10. **Business License:** Before issuance of a building permit, a business license shall be obtained for every person conducting or carrying on the business of general contractor or contractor constructing, altering, repairing, wrecking or salvaging buildings, highways, roads, railroads, excavations or other structures, projects, developments or improvements.

Every person conducting or carrying on the business of electrical, plumbing or painting subcontractor.

Every person conducting or carrying on the business of masonry, glazier, cement, floor, heating, plastering, roofing, sash, sheet metal, tile, lathing and any other subcontractor not specifically mentioned in this Title 5 of the Municipal Code.

Every person conducting or carrying on the business of house moving, grading, paving, wrecking, sewer construction, pipeline construction, trenching, or excavating.

Public Works Department (The Applicant should contact Sal Morales, Public Works Superintendent at 831-386-5919 or Octavio Hurtado, Hanna & Brunetti 408-842-2173, ohurtado@hannabrunetti.com, regarding the following COA, if there are any questions.)

11. **Encroachment Permit:** Before starting construction of small cell site, the Applicant shall be required to obtain a City of King encroachment permit for all work in City right of way (e.g., sidewalk, curb, gutter, driveway, roadway, alley).
12. **ADA Walkway Access:** Prior to issuance of an encroachment permit, the Applicant shall verify that the placement of the pole and meter shall not impede ADA walkway access, for the review and approval of the City Engineer.

Miscellaneous Conditions:

13. **Maintenance Plan and Permission to Use Site:** Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Applicant shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a separate written agreement or resolution by complying with the following:
 - i) Applicant shall, at no cost to the City, provide non-exclusive access to and use of the streetlight pole by the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain electronic security equipment and/or signage for security, safety, or maintenance purposes (collectively, "***City Equipment***"), and not for any other use unless otherwise agreed to in writing by the parties. Prior to any shared use of the pole, the City must provide a notice to the Applicant at least 30 days in advance of the proposed use. The City's written request for attachment of City Equipment shall include drawings and diagrams depicting the location(s) and manner of installation of such City Equipment. If Applicant reasonably believes the proposed use does not

qualify as City Equipment, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 10 days of receipt of City's initial notice. If Applicant reasonably believes that installation of City Equipment will affect Applicant's operations due to load bearing or capacity issues, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 15 days of receipt of City's initial notice. Applicant's consent is subject to Applicant's own use and business development plans and Applicant may refuse, in its sole discretion, to allow the shared use of the streetlight pole where there is insufficient structural capacity, the potential for interference with existing or future communication facilities installed by Applicant, any additional or increased costs to Applicant as a result of the shared use, or for reasons of safety, reliability, or generally applicable engineering standards. Applicant's consent shall not be unreasonably withheld, and it shall act in good faith to promote shared use of the streetlight pole. Applicant's consent shall be deemed to have been approved within 30 days of the receipt of the City's initial notice, unless Applicant has provided the City with a written explanation setting forth specific reasons for Applicant's denial of consent to attach, and what revisions would be necessary in order to allow City Equipment to be installed. All installation, operation, maintenance repair and removal obligations with respect to City's Equipment (including but not limited to fees, costs, and separate power or utility services for such City Equipment) shall be borne by the City unless otherwise specified herein. City shall ensure that all installation, operating, maintenance, repair and removal of City Equipment shall be in accordance with all applicable federal, state and local laws and regulations. City Equipment shall not unreasonably interfere with Applicant's operations or use of the communications equipment or pole. Any such interference shall be promptly cured by City upon notice from Applicant. Any of Applicant's communications facilities and/or streetlight poles disturbed or damaged during, or as a result of, City's installation, operation, maintenance, repair and/or removal of City Equipment shall be repaired at City's sole cost and expense, except as otherwise authorized by Applicant. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any of the authorized City Equipment. Applicant shall not be liable for any damage to property, personal or bodily injury, or death arising from any willful or negligent acts or omissions of City or any agent, officer, director, representative, employee, consultant or subcontractor of City while in the exercise of City's rights or performance of City's duties under this COA, or caused by City Equipment.

ii) If permitted under current or future Pacific Gas and Electric Company ("**PG&E**") policies, rules and regulations, Applicant shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E or

Applicant operations. Any and all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any murals; and

iii) Applicant shall remove graffiti from its streetlight pole or communication facilities, excluding any City Equipment or murals, within five (5) business days following the City's notice to Applicant's Network Operations Center ("**NOC**"). Applicant's NOC may be contacted 24/7 at (877) 244-7889. Applicant's NOC contact information may be updated from time to time upon written notice to the City.

14. **On-site Personnel:** Access to the tower shall be restricted to communication industry professionals, and approved contractor personnel trained in radio-frequency safety.
15. **Future Communication Interferences with County of Monterey Safety Communications System:** Prior to issuance of a building permit, the Applicant is required to obtain clearance with the County of Monterey Telecommunications Department that the additional antennas will not interfere with the safety communications system. Any future site radio frequency interferences from the cell site affecting the safety communication systems shall be corrected immediately. If it is not corrected immediately, the CUP will be treated as out of compliance with the COA.
16. **Height of Antennas:** New or replacement of antennas that because of technological requirements result in projecting above the existing size as approved shall be reviewed separately and no other carrier shall add/replace antennas or equipment that result in projecting above the existing height of the monopole without further review for code compliance.
17. **Indemnification:** Applicant shall indemnify, defend, and hold harmless, the City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti ("**Indemnitees**"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Applicant while in the exercise of the rights or performance of the duties under this COA. The indemnity provided for in this paragraph shall not apply to any portion of liability resulting or arising from the willful or negligent acts or omissions by the City or an Indemnitee, including in relation

to City Equipment. The City shall give prompt written notice to Applicant of any claim for which the City seeks indemnification. Applicant shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney, except that the City's prior approval must be obtained for any compromise on behalf of, documents filed on, or acts taken in the name of, the City. Neither the City or the Applicant shall be liable to the other for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action subject to this COA No. 17, whether in contract, tort, or otherwise, even if it was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. Nothing in this COA No. 17 shall affect or otherwise modify COA No. 3.

Conditional Use Permit Condition Agreement

The Conditional Use Permit are **not** valid until all Conditions of Approval ("**COA**") imposed by the Planning Commission are signed for and agreed to by the Applicant.

I have received a copy of the Conditional Use Permit Conditions of Approval and agree with them. I understand that if I do not abide by them the Planning Commission has the authority to revoke my conditional use permit, pursuant to the Municipal Code. (Reference Municipal Code §17.64.040.).

Applicant Signature: _____ Date: _____

EXHIBIT 3

RESOLUTION NO.

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING,
APPROVING CONDITIONAL USE PERMIT CASE NO. CUP 2017-015,
FOR MOBILITIE, LLC.,
TO MODIFY THE CONDITIONS OF APPROVAL FOR CUP 2016-003

WHEREAS, On August 22, 2017, David Downs on behalf of Mobilitie, LLC., filed an application for Case No. CUP 2017-015 to modify the language of Conditions of Approval for Case No. CUP2016-003; and

WHEREAS, On September 11, 2017, the application was deemed complete; and

WHEREAS, the request is to amend language for Conditions of Approval No. 13 and Condition of Approval No. 17; and

WHEREAS, On July 18, 2017, Planning Commission approved CUP2017-004 with conditions of approval;

WHEREAS, per Condition of Approval No. 5, no conditions shall be eliminated, added or modified without Planning Commission review and action; and

WHEREAS, Case No. CUP 2016-003 is for the construction of a new small cell site that includes a thirty-two (32'6") foot high streetlight pole with a two plus (2'.45") feet tall OMNI Directional Antenna mounted on top of the pole for a total height thirty-six (36") feet. The project includes a Radio Frequency Emissions Compliance Report, prepared by ATG, LLC., dated March 31, 2017 that indicates the proposed would not affect site compliance with the FCC Rules & Regulations. The project will also include placement of a four (4') foot pedestal meter located within five (5') feet of the proposed light pole, located on the public right-of-way along N. Vanderhurst Avenue (Latitude/Longitude: 36.215359, -121.130148; and

WHEREAS, Case No. CUP 2017-015 only amends the Conditions of Approval No. 13 and No. 17; and

WHEREAS, the project is a Class 3 Categorical Exemption of CEQA consisting of installing a new small cell site on the public right-of-way; and

WHEREAS, on September 6, 2017, a notice was published in the South County Newspaper *The Rustler* and mailed notices to property owners of record within 300ft radius of the project site; and

WHEREAS, on September 19, 2017, the Planning Commission held the public hearing for the project; and

WHEREAS, the Commission has reviewed and considered the information provided in the Staff Report and testimony presented during the public hearing, as outlined in Exhibit 1, and the Applicant's submittals as shown in Exhibit 4; and

**PLANNING COMMISSION
CUP 2017-015
SEPTEMBER 19, 2017
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WHEREAS, the Commission of the City of King, California, met at the duly noticed public hearing on **September 19, 2017**, at which time all interested persons were given the opportunity to be heard.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King approves Conditional Use Permit Case CUP 2017-015 which amends the language of Conditions of Approval of CUP 2016-003 for the installation of a new small cell site on the public right-of-way along Ellis Street (Latitude/Longitude: 36.215359, -121.130148) as presented.

This resolution was passed and adopted this 19th day of September, 2017, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

DAVID NUCK, CHAIRPERSON

ATTEST: _____
ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

EXHIBIT 4

Photo Simulation Proposal

Site ID/Candidate ID: 9CAB008753 / SF90XS018A

Date: 06/27/17

Installation Category: Small Cell

Pole Type: New Steel Pole

Site Description: Existing Right of Way

Location: 404 N Vanderhurst Ave,

Simulated Views: 2

King City, CA 93930



Simulation Viewing Locations   Lat/Long: 36.215359/-121.130148



Sample Proposed Configuration

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for aesthetic consideration for the proposed installation.

Site ID: 9CAB008753

Candidate ID: SF90XS018A

Pole Type: New Steel Pole

Location: 404 N Vanderhurst Ave,

King City, CA 93930



Date: 06/27/17

Page: 2 of 2



intelligent infrastructure

2955 Redhill Ave, Costa Mesa CA 92626
(714) 540-1857

CP2016-003

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for esthetic consideration for the proposed installation.

Site ID: 9CAB008753

Candidate ID: SF90XS018A

Pole Type: New Steel Pole

Location: 404 N Vanderhurst Ave,
King City, CA 93930



Date: 06/27/17

Page: 3 of 2

mobilitie
Intelligent Infrastructure

2955 Redhill Ave, Costa Mesa CA 92626
(714) 540-1857

UR 2016-003

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for esthetic consideration for the proposed installation.

Site ID: 9CAB008753

Candidate ID: SF90XS018A

Pole Type: New Steel Pole

Location: 404 N Vanderhurst Ave,
King City, CA 93930

EXHIBIT 4

RECEIVED
JUL - 3 2017
CITY OF KING



SITE ID-CANDIDATE LETTER/CASCADE ID-CANDIDATE LETTER:

9CAB008753/SF90XS018A

LATITUDE/LONGITUDE:

36.215359/-121.130148

CROSS STREET:

N Vanderhurst Ave and Collins St

CITY, STATE, ZIP:

404 N Vanderhurst Ave, King City, CA 93930



IF YOU DO IN ANY STATE OR LOCAL JURISDICTION, YOU SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AGENCIES OF THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AGENCIES OF THE LOCAL JURISDICTION.

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE FACILITY IS NOT TO BE USED FOR ANY OTHER PURPOSES UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER. THE FACILITY IS NOT TO BE USED FOR ANY OTHER PURPOSES UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER. THE FACILITY IS NOT TO BE USED FOR ANY OTHER PURPOSES UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.

SITE INFORMATION

SHEET:	9CAB008753
CASCADE ID:	SF90XS018A
LATITUDE:	36.215359
LONGITUDE:	-121.130148
CROSS STREET:	N VANDERHURST AVE AND COLLINS ST
CITY, STATE, ZIP:	KING CITY, CA 93930
COUNTY:	MONTEREY
JURISDICTION:	CITY OF KING CITY
PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
APPLICANT:	MOBILITE INC. 2995 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626

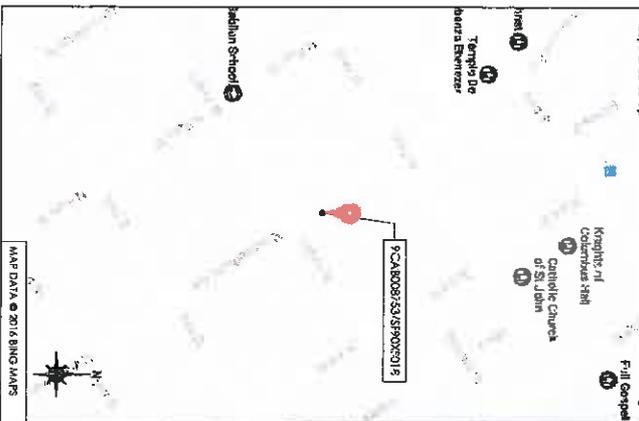
ENGINEER

ASBESTOS MANAGEMENT LLC
FACILITY NO. 17073
RED HILL, CA 93930
TEL: (707) 939-8924
EMAIL: info@asbestosmanagement.com

DO NOT SCALE DRAWINGS

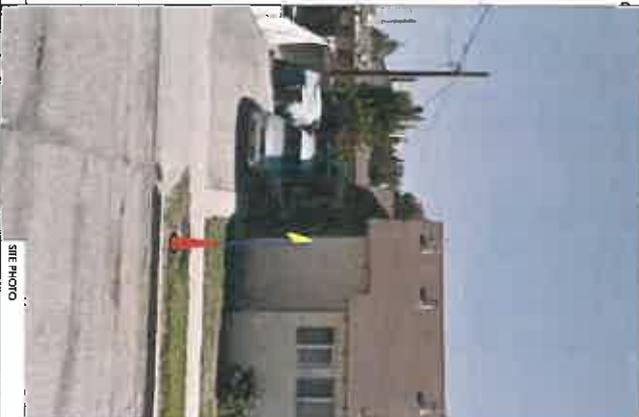
CONTRACTORS SHALL VERIFY ALL PLANS, IS DI DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

VICINITY MAP



LOCATION MAPS

SITE PHOTO



PROJECT DESCRIPTION

RFD USER PROPOSES TO INSTALL ANTENNA FACILITY ON A NEW BUILDING WITHIN AN EXISTING NEIGHBORHOOD. THE USER WILL CONSIDER THE FOLLOWING:
- INSTALL PROPOSED SMALL SCALE WIRELESS EQUIPMENT ON AN NEW STEEL LIGHT POLE
- INSTALL FIBER FIBER OPTIC

CODES

INTERNATIONAL BUILDING CODE
INTERNATIONAL FIRE CODE
CALIFORNIA ELECTRICAL CODE
LOCAL BUILDING/PLANNING CODE
GENERAL ORDER 75

DRAWING INDEX

SHEET NO.	TITLE SHEET	SHEET TITLE
T-1	OVERALL SITE PLAN	
A-1	ENHANCED PHOTO & ENLARGED SITE PLAN	
A-2	POLE ELEVATIONS	
A-3	PLUMBING & REFR DIAGRAM	
A-4	EQUIPMENT DETAILS	
A-5	EQUIPMENT DETAILS	
E-1	ELECTRICAL DETAILS	
E-2	ELECTRICAL PLAN	
G-1	GROUNDING DETAILS	
GN-1	GENERAL NOTES	
GN-2	GENERAL NOTES	
GN-3	GENERAL NOTES	
TC-1	TRAFFIC CONTROL PLAN	



MOBILITE INC.
2995 RED HILL AVENUE, SUITE 200
COSTA MESA, CA 92626



Michael Mendenhall, LLC
P.O. Box 42
17073 Red Hill
King City, CA 93930
www.asbestosmanagement.com

PROJECT NO.: 9CAB008753
DRAWN BY: JACOB RUTUS
CHECKED BY: BLANNE

NO.	REVISION	DATE
1	DESIGN REVISIONS	
2	REVISED PER COMMENTS	
3	ISSUE FOR CONSTRUCTION PERMITS	

1. THE INFORMATION ON THIS SHEET IS THE PROPERTY OF ASBESTOS MANAGEMENT LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

SHEET NAME
9CAB008753
SF90XS018A
404 N Vanderhurst Ave,
King City, CA 93930
Utility Light Pole

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

NOT FOR CONSTRUCTION

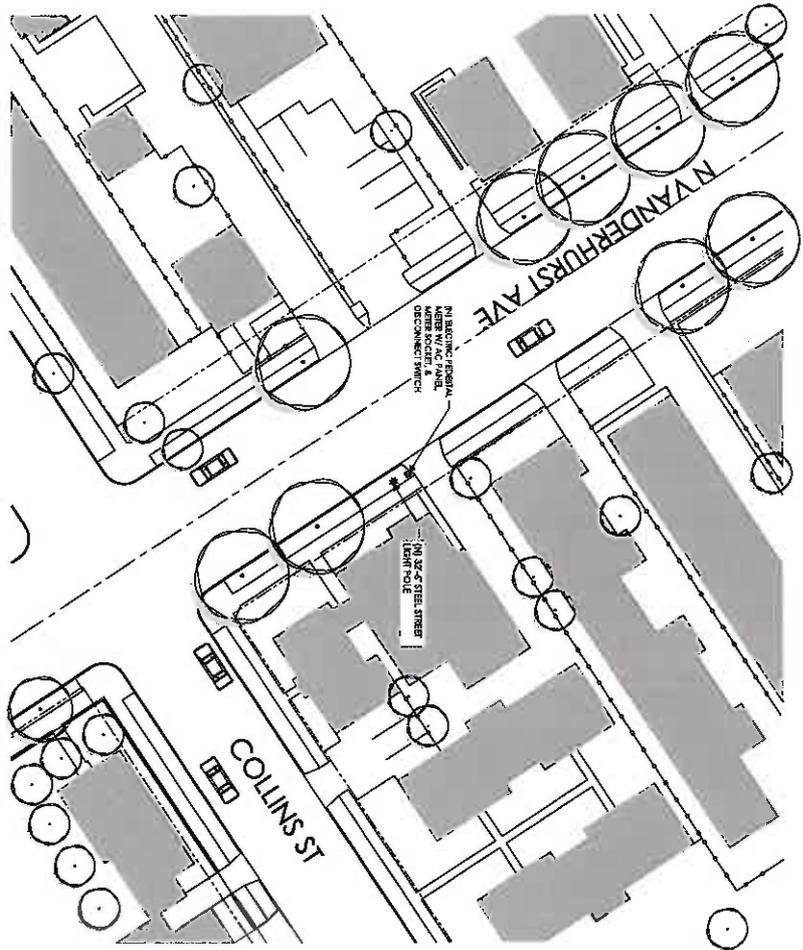
WR 2016-003

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NOT FOR CONSTRUCTION

NOTE:
 THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY, PROPERTY LINES, RIGHT-OF-WAY, POWER & TELECO UTILITY POLE CONNECTIONS, ROUTES AND DISTANCES SHOWN ON THESE PLANS ARE ESTIMATED. ALL UTILITIES AND DISTANCES SHOWN ARE SHOWN AS OF THE DATE.

UNDERGROUND UTILITIES NOTE:
 THE LOCATIONS AND DEPTHS OF ANY UNDERGROUND PIPES, STRUCTURES, OR CONDUITS SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF RECORD DRAWINGS AND RECORDS OF THE CITY OF KING COUNTY. HOWEVER, ON THIS PLAN, THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER UTILITIES NOT SHOWN ON THIS PLAN.



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OVERALL SITE PLAN

OFFICE KING

CUR 2016-003

CUR 2016-003

Scale: 1" = 30'

North Arrow

<p>MOBILETE, INC. 2865 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	<p>Mason Management, LLC P.O. Box 100 1700 252824 www.masonmanagement.com</p>	<p>PROJECT NO: 9CAB008753 DRAWN BY: JGODPUS CHECKED BY: EXAMINS</p>	<table border="1"> <tr> <td>1</td> <td>02/06/17</td> <td>100% CONSTRUCTION DRAW</td> </tr> <tr> <td>2</td> <td>02/06/17</td> <td>100% CD REVIEW RESPONSE</td> </tr> <tr> <td>3</td> <td>02/06/17</td> <td>DESIGN RESPONSE</td> </tr> </table>	1	02/06/17	100% CONSTRUCTION DRAW	2	02/06/17	100% CD REVIEW RESPONSE	3	02/06/17	DESIGN RESPONSE	<p>IF IN A LOCATION OF THE LAND FOR ANY REASON, ALL UTILITIES AND DISTANCES SHOWN ON THESE PLANS ARE ESTIMATED. ALL UTILITIES AND DISTANCES SHOWN ARE SHOWN AS OF THE DATE.</p>	<p>SITE NAME: 9CAB008753 SF90XS018A 404 N Vanderhurst Ave, King City, CA 93930 Utility Light Pole</p>	<p>SHEET TITLE: OVERALL SITE PLAN</p> <p>SHEET NUMBER: A-1</p>
1	02/06/17	100% CONSTRUCTION DRAW													
2	02/06/17	100% CD REVIEW RESPONSE													
3	02/06/17	DESIGN RESPONSE													

NOT FOR CONSTRUCTION

<p>1 OMNI DIRECTIONAL ANTENNA</p> <p>MANUFACTURER: ALPHA WIRELESS MODEL: 2554-0 HEIGHT: 4.75 IN DIAMETER: 2.5 IN MOUNTING HOLE: 1.5 IN MOUNTING HOLE: 1.5 IN</p>	<p>4 IR440 UE RELAY</p> <p>MANUFACTURER: ALPHA WIRELESS MODEL: IR440 HEIGHT: 4.5 IN DIAMETER: 3.5 IN MOUNTING HOLE: 1.5 IN MOUNTING HOLE: 1.5 IN</p>	<p>7 NOT USED</p>	<p>10 IR440 UE RELAY FLUSH MOUNT</p>
<p>2 AIRSPAN RADIO MOUNT</p> <p>MANUFACTURER: AIRSPAN MODEL: AIR-1000-141 HEIGHT: 11.5 IN WIDTH: 4.5 IN MOUNTING HOLE: 1.5 IN MOUNTING HOLE: 1.5 IN</p>	<p>5 AC LOAD CENTER</p> <p>MANUFACTURER: AIRSPAN MODEL: AIR-1000-141 HEIGHT: 11.5 IN WIDTH: 4.5 IN MOUNTING HOLE: 1.5 IN MOUNTING HOLE: 1.5 IN</p>	<p>8 NEMA-3R DISCONNECT SWITCH</p> <p>MANUFACTURER: SIEMENS MODEL: 3PS100-1 HEIGHT: 4.5 IN WIDTH: 4.5 IN MOUNTING HOLE: 1.5 IN MOUNTING HOLE: 1.5 IN</p>	<p>11 STAINLESS STEEL BANDS</p> <p>MANUFACTURER: AIRSPAN MODEL: AIR-1000-141 HEIGHT: 4.5 IN WIDTH: 4.5 IN MOUNTING HOLE: 1.5 IN MOUNTING HOLE: 1.5 IN</p>
<p>3 AIRSPAN RADIO MOUNT</p> <p>MANUFACTURER: AIRSPAN MODEL: AIR-1000-141 HEIGHT: 11.5 IN WIDTH: 4.5 IN MOUNTING HOLE: 1.5 IN MOUNTING HOLE: 1.5 IN</p>	<p>6 NOT USED</p>	<p>9 NOT USED</p>	<p>12 NOT USED</p>

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<p>MOBLITE, INC. 2566 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	<p>Mobility Management, LLC P.O. Box 62 Red Hill, CA 92640 Tel: 714.972.3224 www.mobilitymanagement.com</p>	<p>PROJECT NO: 92CAB008753 DRAWN BY: JLCORP/LLS CHECKED BY: R.ARNOLD</p>	<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>DESIGN REVISIONS</td> <td></td> </tr> <tr> <td>2</td> <td>ISSUED FOR CONSTRUCTION</td> <td></td> </tr> <tr> <td>3</td> <td>CONSTRUCTION CHANGES</td> <td></td> </tr> </table>	NO.	DESCRIPTION	DATE	1	DESIGN REVISIONS		2	ISSUED FOR CONSTRUCTION		3	CONSTRUCTION CHANGES		<p>LET'S REMEMBER ON THE LINE FOR ANY REVISIONS, PLEASE CONTACT THE PROJECT MANAGER AT THE PHONE NUMBER LISTED ON THE DRAWING. THANK YOU FOR YOUR BUSINESS.</p> <p>SHEET NAME: 92CAB008753 SF90XS018A 404 N Vanderhulst Ave, King City, CA 93930 Utility Light Pole</p> <p>EQUIPMENT DETAILS SHEET NUMBER: A-5</p>
NO.	DESCRIPTION	DATE														
1	DESIGN REVISIONS															
2	ISSUED FOR CONSTRUCTION															
3	CONSTRUCTION CHANGES															

<p>NOT USED</p>	<p>NOT USED</p>	<p>NOT USED</p>
<p>NOT FOR CONSTRUCTION</p> <p>STEEL BRACKETS WITH STAINLESS STEEL BANDING</p> <p>TOP VIEW</p> <p>SIDE VIEW</p>	<p>ANTENNA SIGNAGE</p> <p>EMERGENCY CONTACT SIGN</p> <p>DE-ENERGIZING PROTOCOL LABEL</p>	<p>POLE MOUNTING SIGNS</p> <p>PLAN</p> <p>ELEVATION</p> <p>SIDE</p>
<p>NOT USED</p> <p>RECEIVED JUL - 4 2017 CITY OF KING</p>	<p>EQUIPMENT MOUNTING DETAIL</p>	<p>MILIBANK METER PEDESTAL</p>

UP 2016-003

UP 2016-003

mobile
 In-Sight Infrastructure
 MOBILE, INC.
 2855 RED HILL AVENUE SUITE 200
 COSTA MESA, CA 92626

MM
 Mobilize Management, LLC
 P.O. Box 41
 19000 CA 94041
 www.mobilize.com

PROJECT NO: 9CAB008753
 DRAWN BY: JACOBUS
 CHECKED BY: RABBS

1	10/26/17	DESIGN REVISION
2	10/26/17	FOR CONSTRUCTION

SITE IDENTIFICATION
 MILLER PANEL

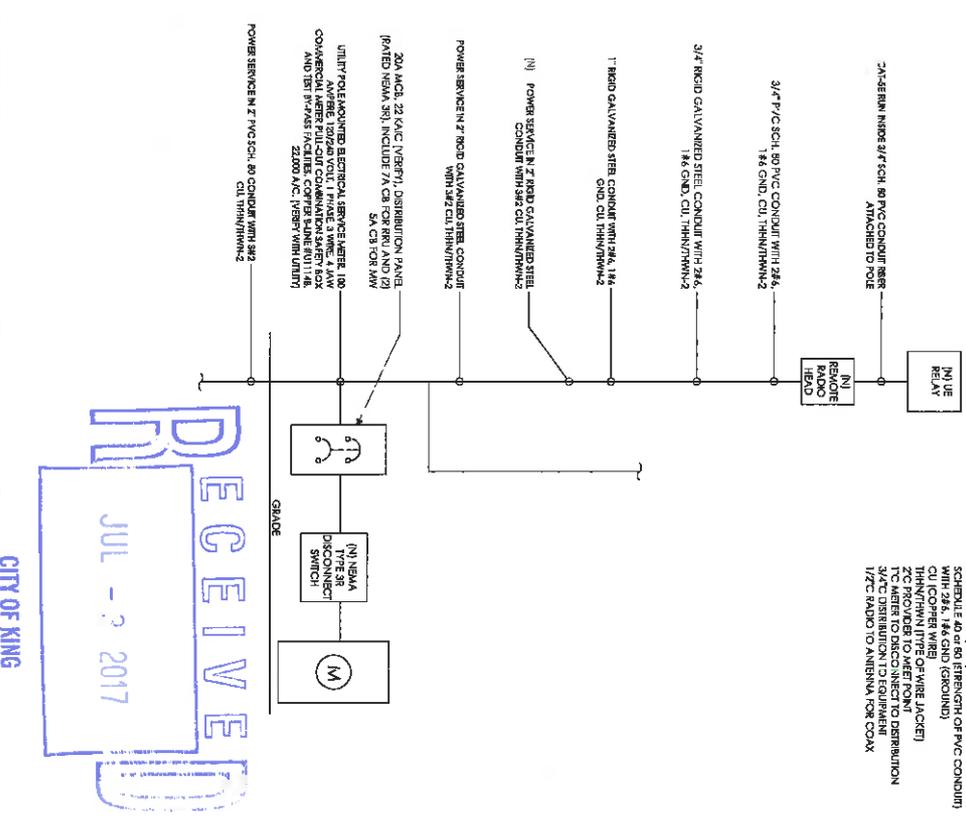
SITE NAME
 9CAB008753
 SF90XS018A
 404 N Vanderhulst Ave,
 King City, CA 93930
 Utility Light Pole

EQUIPMENT DETAILS
 SHEET TITLE
A-6
 SHEET NUMBER

LET A VENDOR OF THE LATEST REVISED EDITION...
 UNLESS THEY ARE SHOWN IN THE REVISION...
 ALL OTHERS ARE DELETED FROM THE DRAWING...
 THIS DOCUMENT

UP 2016-003

ONE LINE DIAGRAM



DEFINITIONS:
 (S) - SCHEDULE 40 or 80 (STRENGTH OF PVC CONDUIT) WITH 2A, 1/4" GND. (GROUND)
 (CL) - CONDUIT LENGTH (OFF-Pipe JACK)
 (TC) - PROVIDER TO MET POINT
 (S/C) - DISTRIBUTION TO EQUIPMENT
 (1/2" CL) - RIGID TO AIRBORN FOR COAX

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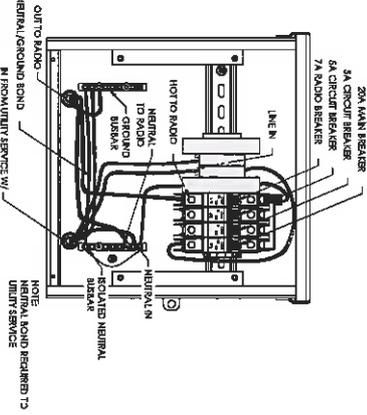
LOAD CALCULATIONS

DESCRIPTION	AMPERES	VOLTS	WATTS	VA
ALTERNATING ACID	240	480	0.34	4730.4
UTILITY METER	0	N/A	0	0
Total	240	480	0.34	4730.4

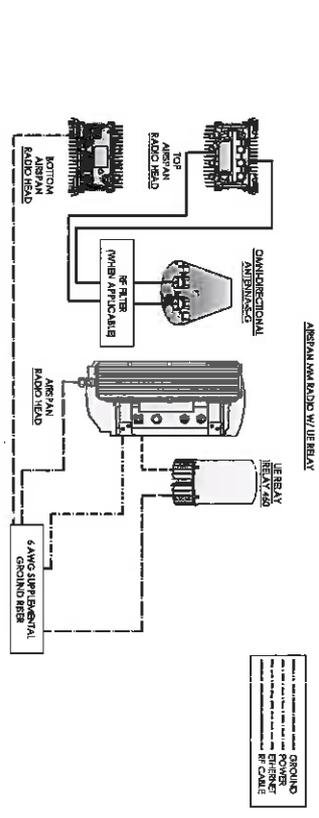
- NOTES:
1. AIR-BREAKER - ADD MAX CURRENT FROM RATED CURRENT ONLY EQUIVALENT GRANT. MAX POWER CALCULATED FROM MAX CURRENT X 120
 2. AIR-BREAKER - CONSIDERATION ACCOUNTED FOR IN RADIO CONSUMPTION

BREAKER SCHEDULE

MAXIMUM CONNECTED LOAD: 18KW



WIRING DIAGRAM



ELECTRICAL DETAILS

SHEET TITLE
 SHEET NUMBER
E-1

9CAB008753
 SF90XS018A
 404 N Vandenhurst Ave,
 King City, CA 93930
 Utility Light Pole

1. BY A SIGNATURE OF THE AUTHOR OR AN APPROVED AUTHORITY, THE DESIGN AND CONSTRUCTION OF THIS PROJECT IS HEREBY CERTIFIED TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE REGULATIONS.

NO.	DESCRIPTION	DATE
1	DESIGN	08/11/17
2	CONSTRUCTION	08/11/17

PROJECT NO: 9CAB008753
 DRAWN BY: JACOB REIS
 CHECKED BY: RABBERS

MOBILITE INC.
 2595 RED HILL AVENUE, SUITE 200
 COSTA MESA, CA 92626



MOBILITE INC.
 2595 RED HILL AVENUE, SUITE 200
 COSTA MESA, CA 92626

UP 2016-003

ELECTRICAL NOTES CONT'D

13. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED BY THE CONTRACTOR WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPAIR/CORRECTION OF THE REMAINING WORK OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THEREBY.
14. CONTRACTOR SHALL PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL QUOTES AS INDICATED.
15. INSTALLED AND BACK HULL CONTRACTOR SHALL PROVIDE FOR ALL UNDERGROUND DRIPPING CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTION. REFER TO NOTES AND REQUIREMENTS EXCAVATION AND BACKFILLING.
16. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF ALL APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND IEC.
17. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURER'S CATALOG INFORMATION OF ANY/ELECTRICAL EQUIPMENT AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE MOBILE CITY PRIOR TO INSTALLATION.
18. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND REFERENCED TO THE SATISFACTION OF THE MOBILE CITY UPON FINAL ACCEPTANCE.
19. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY "TEMPERATURE DIRECTOR". ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
20. DISCONNECT SWITCHES SHALL BE RATED, 1/2" RATED HEAVY-DUTY, QUICK-COMMAND AND DR/CIRCUIT-BREAKERS, AS REQUIRED BY SPECULATIVE TYPE.
21. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-CORROSION COMPOUND KNOWN AS NO-OXIDE BY DEVERMORE CHEMICAL CO. COAT ALL WIRE SHALL BE REFERRED TO NO SUBSTITUTION.
22. RACEWAYS CONDUIT SHALL BE SCHEDULE 80 PVC MEETING OR EXCEEDING NEMA TC2-1. PVC CONDUIT SHALL BE SCHEDULE 80 PVC MEETING OR EXCEEDING NEMA TC2-1. CONDUIT SHALL BE A MINIMUM OF 2" FT. RADIUS. RIGID CONDUIT WHEN SPECIFIED SHALL MEET UL-4 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH FLAMMABLE RIGID CONDUIT. COAT ALL THREADS WITH "BRITENING" OR "COLD GALV".
23. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY IFC.
24. CONDUCTIONS: CONDUCTORS SHALL USE 99% CONDUCTIVITY COPPER WITH THE THINN CONDUIT FOR WIRING NOTED FOR NOT 1, COAT COPPER. USE SOLID COPPER WIRE ABOVE NO. 8 AWG.
25. CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESURE TIGHT MECHANICAL TERMINALS LISTED FOR NO. 8 AWG AND LARGER.
26. SERVICE: AS SPECIFIED ON THE DRAWINGS, OWNER OR OWNER'S AGENT WILL APPLY FOR PERMITS. ALL PROVIDERS FOR TEMPORARY TOWER WILL BE OBTAINED BY THE CONTRACTOR.
27. TELEPHONE OR FIBER SERVICE: CONTRACTOR SHALL PROVIDE CONDUITS WITH PULL STRINGS, AS INDICATED ON DRAWINGS.
28. ELECTRICAL AND TELECOMMUNICATIONS TO BE BURIED A MINIMUM DEPTH OF 36" UNLESS OTHERWISE NOTED.
29. CONTRACTOR SHALL PLACE 6" WIDE ELECTRICAL MARKING TAPE AT A DEPTH OF 4" BELOW TAPE TO READ "CAUTION BURIED ELECTRIC" OR "BURIED TELECOMM".
30. ALL BOXES SHALL BE 316 STAINLESS STEEL.
31. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY "TEMPERATURE DIRECTOR". ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

GROUNDING NOTES:

1. ALL HARDWARE SHALL BE 316 STAINLESS STEEL, INCLUDING LOCK WASHERS.
2. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND, AS SPECIFIED BEFORE MAINTENANCE. ALL HARDWARE SHALL BE STAINLESS STEEL, 3/8" INCH DIAMETER OR LARGER.
3. FOR GROUND BOND TO STEEL ONLY, INSERT A GALVANIC PLANT WASHER BETWEEN TUG AND STEEL. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MAINTENANCE.
4. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BISHING.
5. ALL ELECTRICAL AND GROUNDING AT THE POLE SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B (LATEST EDITION), AND MANUFACTURER.
6. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
7. GROUND ALL ANTENNA, RAKE, REARER, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING #4 GROUND WIRES. FOR LOW ANTENNA, AND 95% MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS.
8. ALL GROUND CONNECTIONS SHALL BE #4 AWG, UNLESS OTHERWISE NOTED. ALL WIRES SHALL BE COPPER WITH THIN, UNLESS OTHERWISE NOTED. ALL GROUND WIRE SHALL BE SOLID IN COATED OR STRANDED GREEN INSULATED WIRE.
9. CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE. 10 OHMS MAXIMUM. PROVIDE SUPPLEMENTARY GROUNDING RODS AS REQUIRED TO ACHIEVE SPECIFIED OHMS READING. GROUNDING AND OTHER OPTIONAL TESTING WILL BE WITNESSED BY THE MOBILE CITY.
10. NOTIFY ARCHITECT/ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
11. ALL HORIZONTAL RIBBON GROUNDING CONDUCTORS SHALL BE INSTALLED AT A MINIMUM OF 30" BELOW GRADE, 6" BELOW ROOFLINE IN TRENCH, UNLESS OTHERWISE NOTED. BACKFILL SHALL BE COMPACTED AS REQUIRED BY ARCHITECT/ENGINEER.
12. ALL MINIMUM 1/2" BENDING RADIUS SHALL BE RIM AS STRAIGHT AND SHOT AS POSSIBLE, WITH A MINIMUM 1/2" BENDING RADIUS NOT LESS THAN 30 DEGREES.
13. APPROPRIATE CONNECTIONS FOR GROUNDING SYSTEM SHALL BE: AIRROR, HY-GRAB-01, LISTED CONNECTORS FOR OUTDOOR USE OR AS APPROVED BY ARCHITECT PROJECT MANAGER.
14. COPPERED, ELECTROLYTIC WELD (WEDDED CONNECTION), ONE (1) HOT TAPPED COPPER COMPRESS OR LONG BAR WELDED CONNECTIONS.
15. ALL CHANGED CONNECTIONS SHALL HAVE EMPLOYED MANUFACTURER'S DEMARKER VISIBLE AT THE POINT RESULTING FROM USE OF PROBER GRABBING DEVICES, AND WEATHER PROTECTED WITH HEAT RESISTING.
16. ALL CONNECTION HARDWARE SHALL BE TYPE 316 STAINLESS STEEL (NOT ATTRACTED TO MAGNETS).
17. ELECTRICAL SERVICE EQUIPMENT GROUNDING SHALL COMPLY WITH NEC, ARTICLE 250-42. ELECTRICAL SHALL INCLUDE BUT NOT LIMITED TO GROUND RODS.

TESTING AND EQUIPMENT TURN UP REQUIREMENTS:

1. RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HULL EQUIPMENT TESTING WILL COMPLY WITH CURRENT INDUSTRY STANDARDS AND OR THOSE STANDARDS OF THE EQUIPMENT MANUFACTURER, OR PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
2. CONTRACTOR WILL USE THE APPROPRIATE CALIBRATED TESTING EQUIPMENT IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HULL.
3. EQUIPMENT THAT MEETS INDUSTRY STANDARDS OF THE MANUFACTURER OR THOSE STANDARDS PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
4. CONTRACTOR TO VERIFY AND REPORT ALL TEST RESULTS AND PROVIDE THESE RESULTS WITHIN THE FINAL CLOSE OUT PACKAGE.
5. ALL PERSONNEL INVOLVED IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HULL EQUIPMENT WILL BE REQUIRED TO HAVE BEEN TRAINED AND OR CERTIFIED IN THE PROPER TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HULL.

EQUIPMENT:

4. ALL TEST RESULTS SHALL BE TIME STAMPED, RECORDED AND PRESERVED PRIOR TO BEGINNING AND TURN UP OF ANY EQUIPMENT.
7. GSA EQUIPMENT IS NOT TO BE TESTED OR ATTACHED TO ANY CABLES DURING TESTING. DOWN SO WILL DAMAGE THE GSA UNIT.
8. PRIOR TO TESTING IF THE CONTRACTOR HAS ANY QUESTIONS ABOUT THE TESTING PROCEDURE THEY ARE TO CALL AND OBTAIN ASSISTANCE FROM A QUALIFIED DESIGNATED TESTING REPRESENTATIVE.
9. EQUIPMENT IS NOT TO BE ENERGIZED UNTIL ALL TESTING HAS BEEN COMPLETED, APPROVED AND THE APPROPRIATE AUTHORITY HAS BEEN NOTIFIED AND GIVEN APPROVAL TO ENERGIZE THE EQUIPMENT.

SITE WORK NOTES:

1. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
2. SITE LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR HAZARDOUS MATERIALS SHALL BE ACCURATELY NOTED AND PLACED ON AS-BUILT DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
3. ALL UTILITIES, EXCAVATIONS, CONDUITS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN LOCATION OF ALL UTILITIES AND FACILITIES FROM THE CITY OF MOBILE. THE ENGINEER'S REVIEW AND APPROVAL OF THE PLANS DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT.
4. CONTRACTOR SHALL VERIFY ALL UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO REQUIRE SUCH INSPECTION MEANS CONTRACTOR WILL HAVE WORKED AT THEIR OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL UTILITY LOCATIONS (IE, SUCH AS 811) FOR UTILITIES LOCATIONS A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
5. ALL NEW AND EXISTING UTILITIES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK. ANY COST RELATED TO ADJUSTING EXISTING UTILITIES SHALL BE BORNE SOLELY BY THE CONTRACTOR.
6. GRADING OF THE SITE WORK AREA IS TO BE BY MOBILE CITY AND CONTINUOUS IN SLOPE AND B TO FINISH AND TO BE GRADERS AT THE GRADING LIMITS.
7. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR PLACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.

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CITY OF MOBILE

 <p>MOBILETTE, INC. 2855 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	 <p>Modern Mechanical Inc. 505 W. CA 14671 TULSA, OK 74103 www.mmiengineering.com</p>	<p>PROJECT NO: 9CAB008733 DRAWN BY: J. GONZALEZ CHECKED BY: B. BARRIS</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">3. 06/20/12 DESIGN REVISIONS</td> <td style="width: 50%;">1. 06/20/12 200% CD BIDDING REVISIONS</td> </tr> <tr> <td>2. 06/20/17 50% CD BIDDING REVISIONS</td> <td>1. 06/20/17 200% CONSTRUCTION DIMS</td> </tr> </table>	3. 06/20/12 DESIGN REVISIONS	1. 06/20/12 200% CD BIDDING REVISIONS	2. 06/20/17 50% CD BIDDING REVISIONS	1. 06/20/17 200% CONSTRUCTION DIMS
3. 06/20/12 DESIGN REVISIONS	1. 06/20/12 200% CD BIDDING REVISIONS						
2. 06/20/17 50% CD BIDDING REVISIONS	1. 06/20/17 200% CONSTRUCTION DIMS						
<p>SHEET NAME: 9CAB008733 SF90XS018A 404 N Vandenhurst Ave, King City, CA 95130 Utility Light Pole</p>	<p>SHEET TITLE: GENERAL NOTES</p>	<p>SHEET NUMBER: GN-2</p>	<p>IF YOU ARE A MEMBER OF THE LIGHTING AND ILLUMINATION SOCIETY (LIES), PLEASE CONTACT THE SOCIETY AT 1-800-368-5848 FOR MORE INFORMATION.</p>				

UP 2016-003

SITE WORK NOTES CONTD

8. STRUCTURAL FILL SUPPORTING PAVERTMENT SHALL BE COMPACTED TO 98% OF MAXIMUM STANDARD PROCTOR DRY DENSITY, UNLESS OTHERWISE NOTED.
9. NEW GRASSES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT ARE TO BE CHECKED BY FILING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
10. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS, THE LIFT THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
11. ANY FILL PLACED ON E/S SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE E/S SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
12. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO DEBRIS, PAPER, TRASH, WEEDS, BRUSH, EXCESS FILL, OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OFF-SITE BY THE GENERAL CONTRACTOR.
13. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONTACT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
14. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

ENVIRONMENTAL NOTES:

1. ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH ISSUED PERMITS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF FEES AND PROPER CLEAN UP FOR AREAS IN VIOLATION.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND WATERWAYS. ALL EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED IN PLACE THROUGH FINAL JURISDICTION. VIOLATION IS RELIEF OF SITE.
3. CONTRACTOR SHALL INSTALL/CONTRACT ALL NECESSARY SEDIMENT/SLUR CONTROL, FENCING AND PROTECTIVE MEASURES AS REQUIRED BY THE LOCAL JURISDICTION WITHIN THE LIMITS OF SITE DISTURBANCE PRIOR TO CONSTRUCTION.
4. NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ADEQUATE MEASURES FOR CONTROLLING EROSION. ADDITIONAL SEDIMENT CONTROL FENCING MAY BE REQUIRED IN ANY AREAS SUBJECT TO EROSION.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES WITH SILT AND EROSION CONTROL MEASURES MAINTAINED ON THE DOWNSTREAM SIDE OF THE DRAINAGE. ANY DAMAGE TO ADJACENT PROPERTY AS A RESULT OF EROSION WILL BE CONNECTED AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS AND ANY REPAIRS OF ALL SEDIMENT CONTROL MEASURES INCLUDING SEDIMENT REMOVAL AS NECESSARY.
7. CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE HELD TO A MINIMUM. ONLY TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
8. STEERING AND HEDGING AND/OR SODDING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE PROJECT FACILITIES AFFECTING LAND DISTURBANCE.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS PERMITTED BY THE LOCAL JURISDICTION AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PANS LEAVING THE CONSTRUCTION AREA, THE MAXIMUM SIZE OF SILT BARRIERS AND DRAINAGE MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS, AND CHECK DAMS.

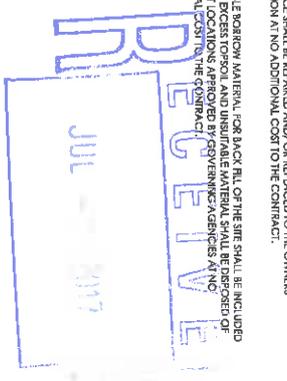
FOUNDATION, EXCAVATION AND BACKFILL NOTES:

1. ALL FINAL GRADED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL UNLESS OTHERWISE NOTED.
2. BACKFILL OF HOLES SHALL BE PERFORMED IN ONE OF THREE OPTIONS:
 - A. PREPARED, RAINBOW INDUSTRIES ROLE SETTING FOAM SHALL BE INSTALLED PER MANUFACTURER'S SPEC. FOAM SHALL REMAIN IN PLACE FOR 72 HOURS.
 - B. SECONDARY CONCRETE REQUIRES WORKING COMPACTED FILL SHALL BE REMOVED FROM SCORE AREA AND SHALL NOT BE REUSED FOR BACKFILL.
3. ALL EXCAVATIONS PREPARED FOR PLACEMENT OF CONCRETE SHALL BE OF UNSATURATED SOIL, SUBSTANTIALLY HORIZONTAL, AND FREE FROM ANY LOOSE, UNDESIRABLE MATERIAL OR FOREIGN SOILS, AND WITHOUT THE PRESENCE OF FROST OR OTHER OBSTACLES. COMPACTED FILL SHALL BE PROVIDED WHEN REQUIRED. COMPACTED FILL SHALL BE PROVIDED WITHIN THE MAXIMUM DRY DENSITY FOR THE SOIL IN ACCORDANCE WITH ASTM D1557.
4. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC OR UNSATURABLE MATERIAL. IF ADEQUATE BEARING CAPACITY IS NOT ACHIEVED AT THE DESIRED LOCATION, THE FOUNDATION SHALL BE RELOCATED TO A MORE SUITABLE LOCATION. GRANULAR MATERIAL OR THE EXCAVATION SHALL BE FILLED WITH CONCRETE OF EQUAL STRENGTH TO THAT OF THE FOUNDATION. CEMENT SHALL BE ADDED TO STABILIZE THE BOTTOM OF THE EXCAVATION. ANY STONE SIZE REQUIREMENT IF USED, SHALL NOT SUBSIDIZE OR REQUIRED THICKNESS OF CONCRETE.
5. ALL EXCAVATIONS SHALL BE CLEAN OF UNSATURABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SOI FROM PRIOR TO BACK FILLING. BACK FILL SAND AND GRAVEL, OR SOI SHALL BE FREE FROM CLODS OR LARGESONES OVER 2 1/2" MAX DIMENSIONS. ALL BACK FILL SHALL BE PLACED IN COMPACTED LAYERS.
6. ALL FILL MATERIALS AND FOUNDATION BACK FILL SHALL BE PLACED IN MAXIMUM 6" THICK LITS BEFORE COMPACTION. EACH LIFT SHALL BE WETTED IF REQUIRED AND COMPACTED TO NOT LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR SOIL IN ACCORDANCE WITH ASTM D1557.
7. NEWLY PLACED CONCRETE FOUNDATIONS SHALL CURE A MINIMUM OF 72 HRS PRIOR TO BACK FILLING.
8. FINISHED GRADING SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AND PREVENT STANDING WATER. THE FINAL FINISH ELEVATION OF SLAB FOUNDATIONS SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE GENERAL FINISH GRADE OF CONCRETE PADS SHALL BE A MINIMUM OF 4 INCHES AND FINISH FINISH ELEVATION SHALL BE A MINIMUM OF 1/4 INCH TO EXHAUSTION SPECIFIED ELEVATIONS WHERE REQUIRED.
9. NEWLY GRADED GRAVEL SURFACE READY TO RECEIVE GRAVEL SHALL BE COVERED WITH GEOTEXTILE FABRIC (TYPE 3753-30) AS MANUFACTURED BY TYPICAL GEOTEXTILES OR AN APPROVED EQUIVALENT SHOWN ON PLANS. THE GEOTEXTILE FABRIC SHALL BE BLACK IN COLOR TO CONTRAST THE REQUIREMENTS OF VEGETATIVE GROWTH AND BLENDED WITHIN 180° OUTSIDE THE PERIMETER OF THE GRAVEL. ALL FABRIC SHALL BE COVERED WITH A MINIMUM OF 4" DEEP COMPACTED STONE OR GRAVEL AS SPECIFIED. IF FOOT TYPE NO. 57 FOR FENCED COMPOUND FOOT TYPE NO. 67 FOR ACCESS DRIVE AREA, UNLESS OTHERWISE NOTED.
10. IN ALL AREAS TO RECEIVE FILL REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WEEDS AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DETRIOROUS MATERIALS FROM GROUND SURFACE. TOPSOIL OR BACK FILL TO BE PLACED ON TOP OF EXISTING GEOTEXTILE SHALL BE PLACED WITHIN 180° WITHIN THE MATERIAL WILL BIND WITH EXISTING SOIL SURFACE.

11. WHEN SUB GRADE OR PREPARED GROUND SURFACE HAS A DENSITY LESS THAN THAT REQUIRED FOR THE FILL, MATERIAL, SORTING THE GROUND SURFACE TO MEET REQUIREMENTS. PLASTER, MORTAR-CONDITION AND/OR AREA OF THE SOILS AND RECOMPACT TO THE REQUIRED DENSITY PRIOR TO PLACEMENT OF FILL.
12. IN AREAS WHICH E/S GRAVEL SURFACING IS REMOVED OR DISTURBED DURING CONSTRUCTION OPERATIONS, REPLACE GRAVEL SURFACING TO MATCH ADJACENT
13. GRAVEL SURFACING AND RESTORED TO THE SAME THICKNESS AND COMPACTION AS SPECIFIED. ALL RESTORED GRAVEL SURFACING SHALL BE FREE FROM CORROSIONS AND WAVES.
14. E/S GRAVEL SURFACING MAY NOT BE REUSED.
15. GRAVEL SURFACING SHALL BE PREPARED TO REQUIRED COMPACTON AND RESTORED. ANY LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED AND ANY DEPRESSIONS IN THE SUB GRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED FILL MATERIAL. ALL EXISTING MATERIAL SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUB GRADE.
16. PROTECT E/S GRAVEL SURFACING AND SUB GRADE IN AREAS WHERE EQUIPMENT IS OPERATED. PROTECTIVE MATS SHALL BE USED TO PREVENT EQUIPMENT DAMAGE TO E/S GRAVEL SURFACING OR SUB GRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS.
17. DAMAGE TO E/S STRUCTURES AND/OR UTILITIES RESULTING FROM CONTRACTOR'S REQUIREMENTS SHALL BE REPAIRED AND/OR REPLACED TO THE OWNERS SATISFACTION AT NO ADDITIONAL COST TO THE CONTRACTOR.
18. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. DESIRED TOPSOIL AND UNSATURABLE MATERIAL SHALL BE DISPOSED OF OFF-SITE AT LOCATION APPROVED BY GOVERNING AGENCIES AND NO ADDITIONAL COST TO THE CONTRACTOR.

MISCELLANEOUS MATERIALS

1. PRIOR TO THE TIME IT MAY BE NECESSARY TO MAKE MINOR ADJUSTMENTS TO ACCOMMODATE THE E/S OR SPACE AVAILABLE, MOUNTS AND EQUIPMENT SHALL BE ADJUSTED, A WASHER OR SHIM TO LEVEL OUT A BRACKET OR MOUNT TO MEET SPECIFICATIONS, HAVING TO OFFSET OR SPACE A BRACKET OR MOUNT DUE TO PLANGES AND/OR OTHER STALL PROTRUSIONS ON A POLE TOP ASSEMBLY.
2. ANY MATERIALS, NUTS, BOLTS, SHIMS OR SPACERS USED TO ACCOMMODATE ADJUSTMENTS TO ANTENNA MOUNTS AND EQUIPMENT MUST BE PERMANENTLY APPLIED. BOLTS TO THE MOUNT, BRACKET OR POLE, AS NEVER TO BECOME A FALL HAZARD.
3. ALL MATERIALS, NUTS, BOLTS, SHIMS OR SPACERS USED IN MINOR ADJUSTMENTS, MUST BE EITHER STAINLESS STEEL OR GALVANNEED. HALF WASHERS ARE PROHIBITED.
4. ANY MINOR ADJUSTMENT TO ACCOMMODATE ANTENNA MOUNTS AND EQUIPMENT SHOULD BE DONE BY A PROFESSIONAL WANNER WITH SAFETY AND CERTIFICES IN HAND.
5. SHOULD YOU HAVE ANY QUESTIONS CONTACT YOUR ASSIGNED CONSTRUCTION PROJECT MANAGER OR BUILDER FOR GUIDANCE.



UR 2016-003

UR 2016-003

 <p>MOBILETTE, INC. 2955 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	 <p>Mobility Management, LLC 101 S. 2nd Street Tulsa, OK 74102 www.mmmmanagement.com</p>	<p>PROJECT NO: 9CAB008753 DRAWN BY: JGD/PLS CHECKED BY: B.A.MMS</p>	<p>IF A LOCATION OF THE LOT OR ANY PART THEREOF IS NOT SHOWN ON THIS PLAN, THE LOCATION SHALL BE THE LOCATION OF THE LOT AS SHOWN ON THE RECORD MAP.</p>
<p>SHEET TITLE 404 N Vandenhurst Ave, King City, CA 95730 Utility Light Pole</p>		<p>SHEET NUMBER GN-3</p>	
<p>GENERAL NOTES</p>			

ITEM	FEET
A (Distance Between Signs)	100
B (Distance Between Signs)	125
C (Distance Between Signs)	100
Maximum Taper Channelizing Device Spacing	25
Maximum Tangent Channelizing Device Spacing	50

Speed (MPH)	Spacing (ft.)			
	A	B	C	D
40 or less	200	200	200	100
41 to 49	300	300	300	175
50 to 54	500	500	500	250
55 or greater	2440	1440	1000	500

- * "ROAD WORK 1 MILE" sign may be used as an alternate to the "ROAD WORK AHEAD" sign
- ** 500' beyond the "ROAD WORK AHEAD" sign or midway between signs, whichever is less
- *** "BE PREPARED TO STOP" sign may be omitted for speeds of 45 MPH or less

- LEGEND**
- CHANNELING DEVICE
 - SIGN
 - WORK SPACE
 - FLAGGER
 - DIRECTION OF TRAFFIC

1. Work operations shall be confined to one traffic lane, leaving the opposite lane open to traffic.
2. Additional one-way control may be effected by the following means:
 - Flag-carrying vehicle
 - Official vehicle
 - Pilot vehicle
 - Traffic signal
3. The "ONE LANE ROAD" signs are to be fully covered and the "FLAGGER" signs either removed or fully covered when no work is being performed and the roadway is open to two-way traffic.
4. When a side road intersects the roadway within the TTC zone, additional TTC devices shall be placed in accordance with applicable TCZ indexes.
5. The two channelizing devices directly in front of the work

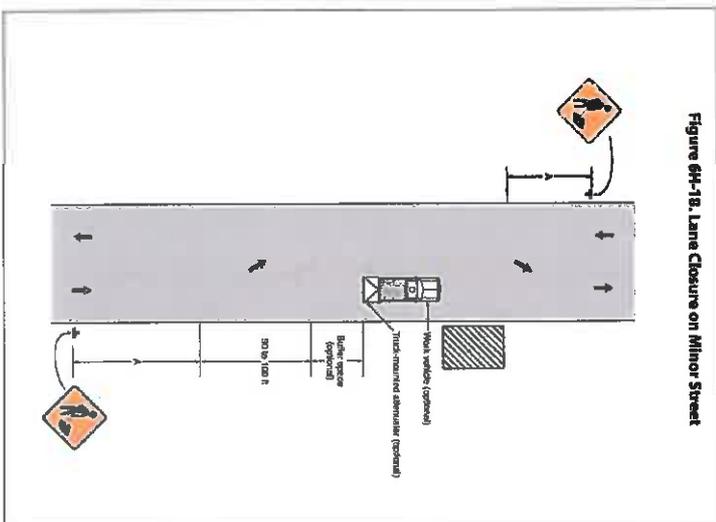


Figure 6H-18. Lane Closure on Minor Street

GENERAL NOTES

1. The one channelizing device directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
2. For general TCZ requirements and additional information, refer to MUTCD.

DURATION NOTES

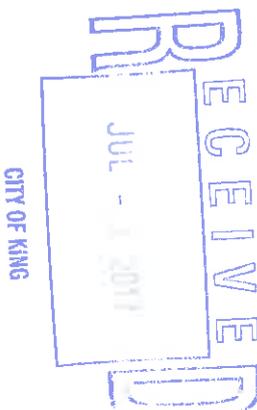
1. "ROAD WORK AHEAD" and the "BE PREPARED TO STOP" signs may be omitted if all of the following conditions are met:
 - a. Work operations are 60 minutes or less
 - b. Speed limit is 45 MPH or less
 - c. No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space
 - d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe light's operating
 - e. Volume and complexity of the roadway has been considered

BUFFER SPACE	
Speed (MPH)	Distance (ft.)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

When Buffer Space cannot be obtained due to geometric constraints, the greatest attainable length shall be used, but not less than 200 ft.

CONDITIONS

WHERE ANY VEHICLE EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY

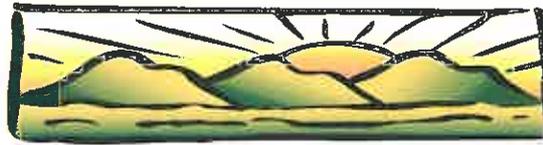


CITY OF KING

<p>MOBILITE, INC. 2855 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	<p>Mobility Management, LLC 100 N. GARDEN ST. PO BOX 500 727 5th ST www.mobilitymanagement.com</p>	<p>PROJECT NO: SC2AB008733 DRAWN BY: JSG/DJL/MS CHECKED BY: B.SANBOS</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>09/26/17 100 CD FINAL REVISION</td> </tr> <tr> <td>2</td> <td>09/26/17 100 CD FINAL REVISION</td> </tr> <tr> <td>3</td> <td>10/20/17 100 CD FINAL REVISION</td> </tr> </tbody> </table>	NO.	REVISION	1	09/26/17 100 CD FINAL REVISION	2	09/26/17 100 CD FINAL REVISION	3	10/20/17 100 CD FINAL REVISION	<p>DATE: 10/20/17 DRAWN BY: JSG/DJL/MS CHECKED BY: B.SANBOS</p>	<p>9CAB008733 SF90XS018A 404 N Vandenhurst Ave, King City, CA 95950 Utility Light Pole</p>	<p>SHEET TITLE VEHICLE TRAFFIC CONTROL PLAN</p>	<p>SHEET NUMBER TC-1</p>
NO.	REVISION														
1	09/26/17 100 CD FINAL REVISION														
2	09/26/17 100 CD FINAL REVISION														
3	10/20/17 100 CD FINAL REVISION														

09P 2016-003

09P 2016-003



KING CITY
C A L I F O R N I A

Item No.

7(B)

REPORT TO THE PLANNING COMMISSION

DATE: SEPTEMBER 19, 2017

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

BY: MARICRUZ AGUILAR, ASSISTANT PLANNER

RE: CONSIDERATION OF CONDITIONAL USE PERMIT CASE NO. CUP2017-014 TO AMEND THE CONDITIONS OF APPROVAL FOR CUP2016-004 A SMALL CELL SITE WITHIN THE EXISTING PUBLIC RIGHT-OF-WAY ALONG ELLIS STREET.

RECOMMENDATION:

It is recommended Planning Commission approve Conditional Use Permit Case No. CUP 2017-014 which amends Conditions of Approval for CUP 2016-004.

BACKGROUND:

On August 22, 2017, David Downs, Mobilitie, LLC ("**Applicant**"), submitted a new application for a Conditional Use Permit to amend Case No. CUP2016-004.

On July 18, 2017, Planning Commission approved CUP2016-004. Condition of Approval No. 5 states, no conditions shall be eliminated, added, or modified without Planning Commission review and action.

The Applicant is requesting to modify Condition of Approval No. 13 Maintenance Plan and Condition of Approval No. 17 Indemnification condition of CUP2016-004. According to the City Attorney, a new case number needs to be attached to the project; therefore, the new case number is CUP2017-014.

DISCUSSION:

The proposed project description is only to amend the language of the conditions of approval. (**Reference Exhibit 1.**) The Applicant is not proposing any amendments to the approved scope of work for the construction of the new cell site within the public right-of-way as identified with CUP2016-004.

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SEPTEMBER 19, 2017
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The only changes proposed by the Applicant include amending the Maintenance Plan Condition of Approval No. 13 and amending the Indemnification Condition of Approval No. 17 as follows:

COA #13 AS APPROVED BY CUP2016-04	PROPOSED AMENDMENTS TO COA #13
<p><u>Miscellaneous Conditions:</u></p> <p>13. Maintenance Plan and Permission to Use Site: Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Mobilite shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a written agreement or resolution by complying with the following: i) Mobilite shall provide access to, and use of, the streetlight pole to the City, if/when the City should decide to install a security equipment; ii) The City will coordinate with Mobilite regarding the installation of a security equipment, and Mobilite shall provide full access to the proposed streetlight pole for both installation and on-going maintenance of any security equipment that the City may desire to install at no cost to the City; iii) Mobilite will also allow installation of any signage on the proposed pole that the City may desire to install for either security, safety, or maintenance purposes; iv) Mobilite will promptly repair or pay, at the option of the City, for any damage caused by Mobilite to any of the City equipment, signage or murals; and v) Mobilite shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E operations. Any/all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. <u>Removal of graffiti shall be removed within five (5) days of the City notifying Mobilite.</u></p>	<p><u>Miscellaneous Conditions:</u></p> <p>13. Maintenance Plan and Permission to Use Site: Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Applicant shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a separate written agreement or resolution by complying with the following:</p> <p>i) Applicant shall, <u>at no cost to the City</u>, provide <u>non-exclusive</u> access to and use of the streetlight pole by the City <u>in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain electronic security equipment and/or signage for security, safety, or maintenance purposes (collectively, "City Equipment")</u>, and not for any other use unless otherwise agreed to in writing by the parties. Prior to any shared use of the pole, the City must provide a notice to the Applicant at least 30 days in advance of the proposed use. The City's written request for attachment of City Equipment shall include drawings and diagrams depicting the location(s) and manner of installation of such City Equipment. <u>If Applicant reasonably believes the proposed use does not qualify as City Equipment, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 10 days of receipt of City's initial notice. If Applicant reasonably believes that installation of City Equipment will affect Applicant's operations due to load bearing or capacity issues, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 15 days of receipt of City's initial notice. Applicant's consent is subject to Applicant's own use and business development plans and Applicant may refuse, in its sole discretion, to allow the shared use of the streetlight pole where there is insufficient structural capacity, the potential for interference with</u></p>

existing or future communication facilities installed by Applicant, any additional or increased costs to Applicant as a result of the shared use, or for reasons of safety, reliability, or generally applicable engineering standards. Applicant's consent shall not be unreasonably withheld, and it shall act in good faith to promote shared use of the streetlight pole. Applicant's consent shall be deemed to have been approved within 30 days of the receipt of the City's initial notice, unless Applicant has provided the City with a written explanation setting forth specific reasons for Applicant's denial of consent to attach, and what revisions would be necessary in order to allow City Equipment to be installed. All installation, operation, maintenance repair and removal obligations with respect to City's Equipment (including but not limited to fees, costs, and separate power or utility services for such City Equipment) shall be borne by the City unless otherwise specified herein. City shall ensure that all installation, operating, maintenance, repair and removal of City Equipment shall be in accordance with all applicable federal, state and local laws and regulations. City Equipment shall not unreasonably interfere with Applicant's operations or use of the communications equipment or pole. Any such interference shall be promptly cured by City upon notice from Applicant. Any of Applicant's communications facilities and/or streetlight poles disturbed or damaged during, or as a result of, City's installation, operation, maintenance, repair and/or removal of City Equipment shall be repaired at City's sole cost and expense, except as otherwise authorized by Applicant. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any of the authorized City Equipment. Applicant shall not be liable for any damage to property, personal or bodily injury, or death arising from any willful or negligent acts or omissions of City or any agent, officer, director, representative, employee, consultant or subcontractor of City while in the exercise of City's rights or performance of City's duties under this COA, or caused by City Equipment.

ii) If permitted under current or future Pacific Gas and Electric Company ("PG&E") policies, rules and regulations, Applicant shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E or Applicant operations. Any and all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. Applicant will

	<p>promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any murals; and</p> <p>iii) Applicant shall remove graffiti from its streetlight pole or communication facilities, excluding any City Equipment or murals, within five (5) business days following the City's notice to Applicant's Network Operations Center ("NOC"). Applicant's NOC may be contacted 24/7 at (877) 244-7889. Applicant's NOC contact information may be updated from time to time upon written notice to the City.</p>
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COA #17 AS APPROVED BY CUP2016-004	PROPOSED AMENDMENTS TO COA #17
<p>17. Indemnification: Prior to Encroachment Permit, the Applicant shall submit to the satisfaction of the City Attorney indemnification language to address all pertinent concerns related to damage and injury of private property owner(s).</p>	<p>17. Indemnification: Applicant shall indemnify, defend, and hold harmless, the City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Applicant while in the exercise of the rights or performance of the duties under this COA. The indemnity provided for in this paragraph shall not apply to any portion of liability resulting or arising from the willful or negligent acts or omissions by the City or an Indemnitee, including in relation to City Equipment. The City shall give prompt written notice to Applicant of any claim for which the City seeks indemnification. Applicant shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney, except that the City's prior approval must be obtained for any compromise on behalf of, documents filed on, or acts taken in the name of, the City. Neither the City or the Applicant shall be liable to the other for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action subject to this COA No. 17, whether in contract, tort, or otherwise, even if it was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. Nothing in this COA No. 17 shall affect or otherwise</p>

As of the writing of this staff report, both the City Attorney and Amanda Cantu, Mobilite, Agreement Specialist have reviewed the changes and find the proposed changes acceptable.

Public Notification and Input

A Public Hearing Notice was published in the South County Newspaper *The Rustler* on September 6, 2017 and all property owners of record within three hundred (300') feet radius of the subject site were notified of the public hearing and invited to voice any concerns on this application. As of the date of the preparation of this staff report no written testimony has been received by the City. A public hearing will be conducted on September 19, 2017.

ENVIRONMENTAL DETERMINATION:

The project is categorically exempt pursuant to Section 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines: *New Construction or Conversion of Small Structures, Class 3 (b)*.

COST ANALYSIS:

Development Review Projects are based on times and materials. The Applicant has submitted a minimum fee per City Fee Schedule and the Applicant is responsible in payment of processing the CUP. Any additional permits required such as a building permit or encroachment permit will be subject to applicable fees.

ALTERNATIVES:

The following alternatives are provided for Planning Commission consideration:

1. Approve Conditional Use Permit Case No. CUP2017-014 which amends the Conditions of Approvals for CUP2016-004; or
2. Make recommendations for modification as deemed appropriate by the Planning Commission; or
3. Provide other direction to staff.

Exhibits:

1. Project Description
2. Amended Conditions of Approval
3. Resolution
4. Site Plan from CUP2016-004

PLANNING COMMISSION
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SEPTEMBER 19, 2017
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Submitted by: Maricruz Aguilar
Maricruz Aguilar, Assistant Planner

Approved by: ~~SA~~ For Doreen Liberto
Doreen Liberto, AICP, Community Development Director

Project Description

The proposed project is the amendment of CUP 2016-004. Specifically, the amendment of the language associated with two Conditions of Approval – COA #13 and COA #17.

Mobilitie, LLC proposes the following language:

COA #13:

Maintenance Plan and Permission to Use Site: Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Applicant shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a separate written agreement or resolution by complying with the following:

i) Applicant shall, at no cost to the City, provide non-exclusive access to and use of the streetlight pole by the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain electronic security equipment and/or signage for security, safety, or maintenance purposes (collectively, "City Equipment"), and not for any other use unless otherwise agreed to in writing by the parties. Prior to any shared use of the pole, the City must submit a written request to Applicant and obtain Applicant's written consent for the proposed use. City's written request for attachment of City Equipment shall include drawings and diagrams depicting the location(s) and manner of installation of such City Equipment and, upon Applicant's request, shall also include a load bearing survey to confirm such poles can carry the load of proposed City Equipment. Applicant's consent is subject to Applicant's own use and business development plans and Applicant may refuse, in its sole discretion, to allow the shared use of the streetlight pole where there is insufficient structural capacity, the potential for interference with existing or future communication facilities installed by Applicant, any additional or increased costs to Applicant as a result of the shared use, or for reasons of safety, reliability, or generally applicable engineering standards. All installation, operation, maintenance repair and removal obligations with respect to City's Equipment (including but not limited to fees, costs, and expenses incurred for a load bearing survey, if required, and separate power or utility services for such City Equipment) shall be borne by the City. City shall ensure that all installation, operating, maintenance, repair and removal of City Equipment shall be in accordance with all applicable federal, state and local laws and regulations. City Equipment shall not interfere with Applicant's operations or use of the communications equipment or pole. Any such interference shall be promptly cured by City upon notice from Applicant. Any of Applicant's communications facilities and/or streetlight poles disturbed or damaged during, or as a result of, City's installation, operation, maintenance, repair and/or removal of City Equipment shall be repaired at City's sole cost and expense. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any of the authorized City Equipment. Applicant shall not be liable for any damage to property, personal or bodily injury, or death arising from any acts or omissions of City or any agent, officer, director, representative, employee, consultant or subcontractor of City while in the exercise of City's rights or performance of City's duties under this section;

MOBILITIE
CUP 2016-004

ii) If permitted under current or future Pacific Gas and Electric Company ("PG&E") policies, rules and regulations, Applicant shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E or Applicant operations. Any and all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any murals; and

iii) Applicant shall remove graffiti from its streetlight pole or communication facilities, excluding any City Equipment or murals, within five (5) business days following the City's notice to Applicant's Network Operations Center ("NOC"). Applicant's NOC may be contacted 24/7 at (877) 244-7889. Applicant's NOC contact information may be updated from time to time upon written notice to the City.

COA #17:

Indemnification: Applicant shall indemnify, defend, and hold harmless, the City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Applicant while in the exercise of the rights or performance of the duties under this COA. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Applicant of any claim for which the City seeks indemnification. Applicant shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

EXHIBIT 2

CONDITIONS OF APPROVAL

PROJECT CASE NUMBER CUP 2017-014
AMENDMENT TO CUP 2017-004

Community Development Department (Mobilite, LLC (“Applicant”)) should discuss the following conditions of approval (“COA”) with Maricruz Aguilar-Navarro, 831-386-5916, if there are any questions):

1. **Project Description:** Conditional Use Permit Case No. CUP 2017-014 modifies the Conditions of Approval for Case No. CUP2016-004; a request to construct a new small cell site on the public right-of-way consisting of a new thirty-two (32’.6”) feet streetlight pole with a two plus (2’.45”) foot OMNI Directional Antenna for a total of thirty-six (36’) feet in height and a four (4’) pedestal meter located five (5’) feet away from the streetlight pole along the right-of-way of Ellis Street Latitude/Longitude: 36.213680, -121.129431 and shall be constructed in accordance with **Exhibit 4**, as approved by the Planning Commission for CUP 2016-004 on **July 18, 2017** and **approved for CUP 2017-014** by Planning Commission on **September 19, 2017**.
2. **Approval Period:** The approval period for this permit shall be in accordance with the approved drawings and sketches and shall be null and void if not used within one (1) year from the date of the approval. Then the approval shall immediately expire and any building permit issued in reliance thereon shall be deemed cancelled and revoked. Municipal Code Section 17.64.030 prohibits any time extensions of the CUP and Variance beyond one year from the date of approval. No extension shall be permitted for the CUP as required by Municipal Code Section 17.64.030.
3. **Hold Harmless Clause:** Hold Harmless and Indemnification Clause: The Applicant agrees, as part of and in connection with each and all the applications and approvals, to defend, indemnify, and hold harmless the City of King (“City”) and its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), employees and agents (including Earth Design, Inc., and Hanna & Brunetti) from any and all claim(s), action(s), or proceeding(s) (collectively referred to as “proceeding”) brought against City or its officers, contractors, consultants, attorneys, employees, or agents (including Earth Design, Inc., Aleshire & Wynder, attorneys, and Hanna & Brunetti) to challenge, attack, set aside, void, or annul:

**PLANNING COMMISSION
CUP 2017-014
SEPTEMBER 19, 2017
PAGE 8 OF 15**

Any approvals issued in connection with all approvals, actions and applications by City covered by the conditions of approval and/or mitigation measures; and/or

Any action and approvals taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("**CEQA**") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council. The Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, *City, and/or parties initiating or involved in such proceeding.*

The Applicant agrees to indemnify City and its elected officials, officers, contractors, consultants, attorneys, employees and agents (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys) for all of City's costs, fees, and damages incurred in enforcing the **indemnification** provisions of this COA.

The Applicant agrees to defend, indemnify and **hold harmless** City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (including, but not limited to, an environmental impact report, sphere of influence amendment, annexation, pre-zoning, general plan amendment, specific plan, vesting tentative tracts, sign applications, variances, conditional use permits, architectural review, etc.), if made necessary by said proceeding, and if the Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

In the event that the Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:

The counsel to so defend City.

All significant decisions concerning the manner in which the defense is conducted; and

Any and all settlements.

City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with the Applicant in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense,

**PLANNING COMMISSION
CUP 2017-014
SEPTEMBER 19, 2017
PAGE 9 OF 15**

any and all City Attorney, Staff and consultants' fees and costs shall be paid by the Applicant. In addition, in the event of litigation, the Applicant shall pay any and all City Staff and consultants' fees and costs.

The Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

4. **Other County, State and Federal Permits:** Before initiation of the proposed use, the Applicant shall provide copies of any required County, State and Federal permits or written verification of a waiver of permit requirement.
5. **Structural Changes:** Installation shall be in substantial conformance with the plans, conditions of approval presented to and approved by the Planning Commission in connection with the project. No conditions, colors, materials or architectural features shall be eliminated, added or modified without Commission review and action, amended CUP, as applicable.

City of King Building and Safety Department (The Applicant should discuss the building permit submittal process with Paul Hodges, Chief Building Official Building and Safety Department at (831) 386-5915.)

6. **Building Plans:** All COA shall be imprinted on plans submitted for building permits. Building plans shall comply with the current Title 24 California Building Standards Codes.
7. **Electrical Permit:** As part of the building permit submittal, the Applicant shall submit for an Electrical Permit required for new electrical pedestal and associated electrical circuit.
8. **Address Assignment:** As part of the building permit submittal, Applicant to submit for an Address Assignment for the pedestal meter.
9. **Lighting:** Standard streetlight lamp shall be provided. As part of the building permit submittal, the lighting standard shall be submitted for review and approval by the Building Department and Public Works Department. Where appropriate, light-emitting diode ("**LED**") lighting should be used for external lighting to reduce the site's electricity consumption.
10. **Business License:** Before issuance of a building permit, a business license shall be obtained for every person conducting or carrying on the business of general contractor or contractor constructing, altering, repairing, wrecking or salvaging buildings, highways, roads, railroads, excavations or other structures, projects, developments or improvements.

Every person conducting or carrying on the business of electrical, plumbing or painting subcontractor.

Every person conducting or carrying on the business of masonry, glazier, cement, floor, heating, plastering, roofing, sash, sheet metal, tile, lathing and any other subcontractor not specifically mentioned in this Title 5 of the Municipal Code.

Every person conducting or carrying on the business of house moving, grading, paving, wrecking, sewer construction, pipeline construction, trenching, or excavating.

Public Works Department (The Applicant should contact Sal Morales, Public Works Superintendent at 831-386-5919 or Octavio Hurtado, Hanna & Brunetti 408-842-2173, ohurtado@hannabrunetti.com, regarding the following COA, if there are any questions.)

11. **Encroachment Permit:** Before starting construction of small cell site, the Applicant shall be required to obtain a City of King encroachment permit for all work in City right of way (e.g., sidewalk, curb, gutter, driveway, roadway, alley).
12. **ADA Walkway Access:** Prior to issuance of an encroachment permit, the Applicant shall verify that the placement of the pole and meter shall not impede ADA walkway access, for the review and approval of the City Engineer.

Miscellaneous Conditions:

13. **Maintenance Plan and Permission to Use Site:** Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Applicant shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a separate written agreement or resolution by complying with the following:
 - i) Applicant shall, at no cost to the City, provide non-exclusive access to and use of the streetlight pole by the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain electronic security equipment and/or signage for security, safety, or maintenance purposes (collectively, "**City Equipment**"), and not for any other use unless otherwise agreed to in writing by the parties. Prior to any shared use of the pole, the City must provide a notice to the Applicant at least 30 days in advance of the proposed use. The City's written request for attachment of City Equipment shall include drawings and diagrams depicting the location(s) and manner of installation of such City Equipment. If Applicant reasonably believes the proposed use does not

qualify as City Equipment, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 10 days of receipt of City's initial notice. If Applicant reasonably believes that installation of City Equipment will affect Applicant's operations due to load bearing or capacity issues, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 15 days of receipt of City's initial notice. Applicant's consent is subject to Applicant's own use and business development plans and Applicant may refuse, in its sole discretion, to allow the shared use of the streetlight pole where there is insufficient structural capacity, the potential for interference with existing or future communication facilities installed by Applicant, any additional or increased costs to Applicant as a result of the shared use, or for reasons of safety, reliability, or generally applicable engineering standards. Applicant's consent shall not be unreasonably withheld, and it shall act in good faith to promote shared use of the streetlight pole. Applicant's consent shall be deemed to have been approved within 30 days of the receipt of the City's initial notice, unless Applicant has provided the City with a written explanation setting forth specific reasons for Applicant's denial of consent to attach, and what revisions would be necessary in order to allow City Equipment to be installed. All installation, operation, maintenance repair and removal obligations with respect to City's Equipment (including but not limited to fees, costs, and separate power or utility services for such City Equipment) shall be borne by the City unless otherwise specified herein. City shall ensure that all installation, operating, maintenance, repair and removal of City Equipment shall be in accordance with all applicable federal, state and local laws and regulations. City Equipment shall not unreasonably interfere with Applicant's operations or use of the communications equipment or pole. Any such interference shall be promptly cured by City upon notice from Applicant. Any of Applicant's communications facilities and/or streetlight poles disturbed or damaged during, or as a result of, City's installation, operation, maintenance, repair and/or removal of City Equipment shall be repaired at City's sole cost and expense, except as otherwise authorized by Applicant. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any of the authorized City Equipment. Applicant shall not be liable for any damage to property, personal or bodily injury, or death arising from any willful or negligent acts or omissions of City or any agent, officer, director, representative, employee, consultant or subcontractor of City while in the exercise of City's rights or performance of City's duties under this COA, or caused by City Equipment.

ii) If permitted under current or future Pacific Gas and Electric Company ("**PG&E**") policies, rules and regulations, Applicant shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E or

Applicant operations. Any and all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any murals; and

iii) Applicant shall remove graffiti from its streetlight pole or communication facilities, excluding any City Equipment or murals, within five (5) business days following the City's notice to Applicant's Network Operations Center ("**NOC**"). Applicant's NOC may be contacted 24/7 at (877) 244-7889. Applicant's NOC contact information may be updated from time to time upon written notice to the City.

14. **On-site Personnel:** Access to the tower shall be restricted to communication industry professionals, and approved contractor personnel trained in radio-frequency safety.
15. **Future Communication Interferences with County of Monterey Safety Communications System:** Prior to issuance of a building permit, the Applicant is required to obtain clearance with the County of Monterey Telecommunications Department that the additional antennas will not interfere with the safety communications system. Any future site radio frequency interferences from the cell site affecting the safety communication systems shall be corrected immediately. If it is not corrected immediately, the CUP will be treated as out of compliance with the COA.
16. **Height of Antennas:** New or replacement of antennas that because of technological requirements result in projecting above the existing size as approved shall be reviewed separately and no other carrier shall add/replace antennas or equipment that result in projecting above the existing height of the monopole without further review for code compliance.
17. **Indemnification:** Applicant shall indemnify, defend, and hold harmless, the City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) ("**Indemnitees**"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Applicant while in the exercise of the rights or performance of the duties under this COA. The indemnity provided for in this paragraph shall not apply to any portion of liability resulting or arising from the willful or negligent acts or omissions by the City or an Indemnitee, including in relation

to City Equipment. The City shall give prompt written notice to Applicant of any claim for which the City seeks indemnification. Applicant shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney, except that the City's prior approval must be obtained for any compromise on behalf of, documents filed on, or acts taken in the name of, the City. Neither the City or the Applicant shall be liable to the other for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action subject to this COA No. 17, whether in contract, tort, or otherwise, even if it was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. Nothing in this COA No. 17 shall affect or otherwise modify COA No. 3.

Conditional Use Permit Condition Agreement

The Conditional Use Permit are **not** valid until all Conditions of Approval ("**COA**") imposed by the Planning Commission are signed for and agreed to by the Applicant.

I have received a copy of the Conditional Use Permit Conditions of Approval and agree with them. I understand that if I do not abide by them the Planning Commission has the authority to revoke my conditional use permit, pursuant to the Municipal Code. (Reference Municipal Code §17.64.040.).

Applicant Signature: _____ Date: _____

EXHIBIT 3

RESOLUTION NO.

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING,
APPROVING CONDITIONAL USE PERMIT CASE NO. CUP 2017-014,
FOR MOBILITIE, LLC.,
TO MODIFY THE CONDITIONS OF APPROVAL FOR CUP 2016-004**

WHEREAS, On August 22, 2017, David Downs on behalf of Mobilitie, LLC., filed an application for Case No. CUP 2017-014 to modify the language of Conditions of Approval for Case No. CUP2016-004; and

WHEREAS, On September 11, 2017, the application was deemed complete; and

WHEREAS, the request is to amend language for Conditions of Approval No. 13 and Condition of Approval No. 17; and

WHEREAS, On July 18, 2017, Planning Commission approved CUP2017-004 with conditions of approval;

WHEREAS, per Condition of Approval No. 5, no conditions shall be eliminated, added or modified without Planning Commission review and action; and

WHEREAS, Case No. CUP 2016-004 is for the construction of a new small cell site that includes a thirty-two (32'6") foot high streetlight pole with a two plus (2'.45") feet tall OMNI Directional Antenna mounted on top of the pole for a total height thirty-six (36') feet. The project includes a Radio Frequency Emissions Compliance Report, prepared by ATG, LLC., dated March 31, 2017 that indicates the proposed would not affect site compliance with the FCC Rules & Regulations. The project will also include placement of a four (4') foot pedestal meter located within five (5') feet of the proposed light pole, located on the public right-of-way along Ellis Street (Latitude/Longitude: 36.213680, -121.129431; and

WHEREAS, Case No. CUP 2017-014 only amends the Conditions of Approval No. 13 and No. 17; and

WHEREAS, the project is a Class 3 Categorically Exemption of CEQA consisting of installing a new small cell site on the public right-of-way; and

WHEREAS, on **September 6, 2017**, a notice was published in the South County Newspaper *The Rustler* and mailed notices to property owners of record within 300ft radius of the project site; and

WHEREAS, on **September 19, 2017**, the Planning Commission held the public hearing for the project; and

WHEREAS, the Commission has reviewed and considered the information provided in the Staff Report and testimony presented during the public hearing, as outlined in **Exhibit 1**, and the Applicant's submittals as shown in **Exhibit 4**; and

**PLANNING COMMISSION
CUP 2017-014
SEPTEMBER 19, 2017
PAGE 15 OF 15**

WHEREAS, the Commission of the City of King, California, met at the duly noticed public hearing on **September 19, 2017**, at which time all interested persons were given the opportunity to be heard.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King approves Conditional Use Permit Case CUP 2017-014 which amends the language of Conditions of Approval of CUP 2016-004 for the installation of a new small cell site on the public right-of-way along Ellis Street (Latitude/Longitude: 36.213680, -121.129431) as presented.

This resolution was passed and adopted this 19th day of September, 2017, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DAVID NUCK, CHAIRPERSON

ATTEST: _____
ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

Photo Simulation Proposal

Site ID/Candidate ID: 9CAB013197A/SF90XS0A5A

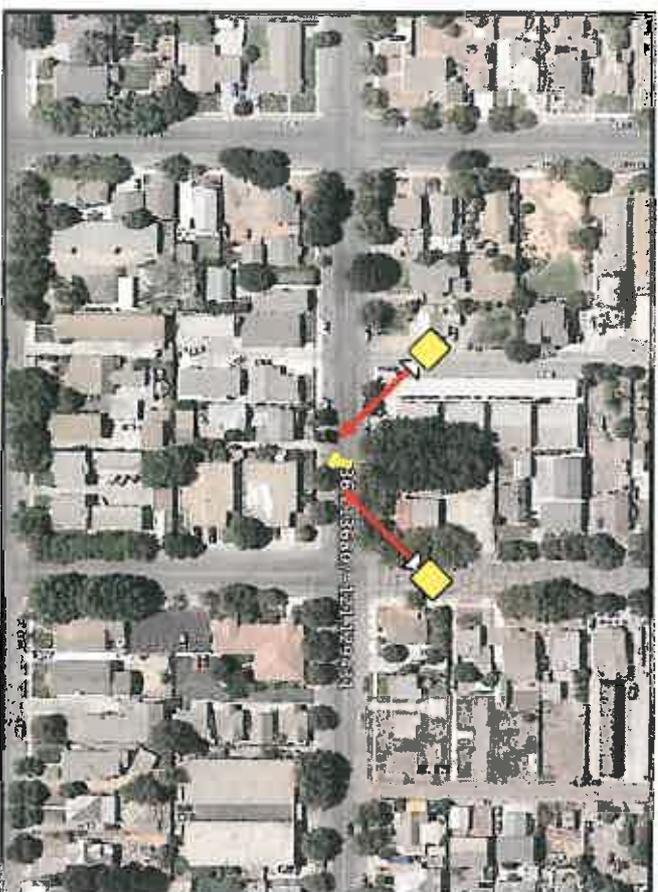
Date: 02/27/17

Installation Category: Small Cell

Site Description: Existing Right of Way

Simulated Views: 2

Location: Ellis St & N Vanderhurst Ave
King City, CA 93930
Pole Type: New Steel Pole



Simulation Viewing Locations Lat/Long:



Sample Proposed Configuration



Intelligent Infrastructure
2955 Redhill Ave, Costa Mesa CA 92626
(714) 540-1857

CS 2016-004

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for esthetic consideration for the proposed installation.

Site ID: 9CAB013197A
Candidate ID: SF90XS0A5A
Pole Type: New Steel Pole
Location: Ellis St & N Vanderhurst Ave
King City, CA 93930



Date: 02/27/17

Page: 2 of 3

mobilitie

intelligent infrastructure

2955 Redhill Ave, Costa Mesa CA 92626
(714) 540-1857

CR 2016-204

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for esthetic consideration for the proposed installation.

Site ID: 9CAB013197A

Candidate ID: SF90XS0A5A

Pole Type: New Steel Pole

Location: Ellis St & N Vanderhurst Ave
King City, CA 93930



Date: 02/27/17

Page: 3 of 3

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for esthetic consideration for the proposed installation.

Site ID: 9CAB013197A
Candidate ID: SF90XS0A5A
Pole Type: New Steel Pole

Location: Ellis St & N Vanderhurst Ave
King City, CA 93930

mobilitie
intelligent infrastructure

2955 Redhill Ave, Costa Mesa CA 92626
(714) 540-1857

UR 2016-004

EXHIBIT 4



SITE ID-CANDIDATE LETTER/CASCADE ID-CANDIDATE LETTER

9CAB013197/SF90XS0A5A

LATITUDE/LONGITUDE:

36.213680/-121.129431

CROSS STREET:

Ellis St and N Vanderhurst Ave

CITY, STATE, ZIP:

411 Ellis St, King City, CA 93930

CITY OF KING

RECEIVED
JUL 20 2017

mobileit.ie
intelligent infrastructure

MOBILEIT, INC.
2295 REDWOOD AVENUE, SUITE 200
COSTA MESA, CA 92626

MM
Mobile Management, LLC
P.O. Box 62
King City, CA 93941
www.mobileitmanagement.com

PROJECT NO: 9CAB013197
DRAWN BY: JGOODRUS
CHECKED BY: RBAHNER

IF YOU DO IN ANY STATE
DIABLI FOR THE LOCAL
IT'S THE LAW

NO CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY OR PERSONS OF OTHERS THAT MAY OCCUR AS A RESULT OF THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

GENERAL NOTES

THE PROJECT IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

SITE INFORMATION

SITE ID:	9CAB013197
CASCADE ID:	SF90XS0A5A
LATITUDE:	36.213680
LONGITUDE:	-121.129431
CROSS STREET:	ELLIS ST AND N VANDERHURST AVE
CITY, STATE, ZIP:	KING CITY, CA 93930
COUNTY:	MONTEREY
JURISDICTION:	CITY OF KING CITY
PROPERTY OWNER:	PUBLIC (KING-CITY)
APPLICANT:	MOBILEIT, INC. 2295 REDWOOD AVENUE, SUITE 200 COSTA MESA, CA 92626

ENGINEER

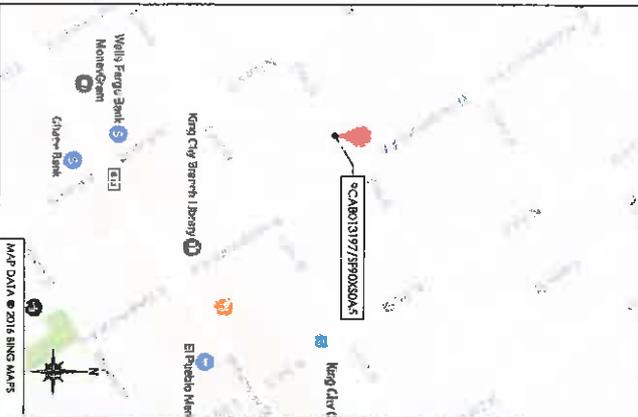
1. TRUMAN MANAGEMENT LLC
PROJECT MANAGER
RPO, 950A, CA 94571
TEL: (925) 952-9274
EMAIL: truman@trumanmanagement.com
WWW.TRUMANMANAGEMENT.COM

DO NOT SCALE DRAWINGS

CONTRACTORS SHALL VERIFY ALL PLANS, IS DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

LOCATION MAPS

VICINITY MAP



SITE PHOTO



PROJECT DESCRIPTION

END USER REQUESTS TO INSTALL ANTENNA FACILITY ON A NEW TOWER POLE WITHIN AN EXISTING RIGHT-OF-WAY. THIS SCOPE WILL CONSIST OF THE FOLLOWING:
- INSTALL PROPOSED SMALL SCALE WIRELESS EQUIPMENT
- INSTALL WIRELESS TOWER
- INSTALL WIRELESS TOWER

CODES

INTERNATIONAL BUILDING CODE
CALIFORNIA BUILDING CODE
TIA/EPN-323-02 OR LATEST EDITION
LOCAL BUILDING/PLANNING CODE
GENERAL ORDER NO.

DRAWING INDEX

SHEET NO.	TITLE SHEET	SHEET TITLE
T-1	OVERALL SITE PLAN	OVERALL SITE PLAN
A-1	EXHIBIT PHOTOS & ENLARGED SITE PLAN	EXHIBIT PHOTOS & ENLARGED SITE PLAN
A-2	FOOT ELEVATIONS	FOOT ELEVATIONS
A-3	PLUMBING & RIBER DIAGRAM	PLUMBING & RIBER DIAGRAM
A-4	EQUIPMENT DETAILS	EQUIPMENT DETAILS
A-5	ELECTRICAL DETAILS	ELECTRICAL DETAILS
E-1	ELECTRICAL PLAN	ELECTRICAL PLAN
E-2	GROUNDING DETAILS	GROUNDING DETAILS
G-1	GENERAL NOTES	GENERAL NOTES
G-2	GENERAL NOTES	GENERAL NOTES
G-3	GENERAL NOTES	GENERAL NOTES
TC-1	TRAFFIC CONTROL PLAN	TRAFFIC CONTROL PLAN

IT IS A REPRESENTATION OF THE LATEST AND MOST ACCURATE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE DESIGN. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

SITE NAME: 9CAB013197 SF90XS0A5A
411 ELLIS ST, KING CITY, CA 93930
Utility Light Pole

SHEET TITLE: TITILE SHEET
SHEET NUMBER: T-1

DATE: 06/20/17
DESIGN REVISIONS:
1. 06/20/17: NEW
2. 06/20/17: NEW
3. 06/20/17: NEW
4. 06/20/17: NEW

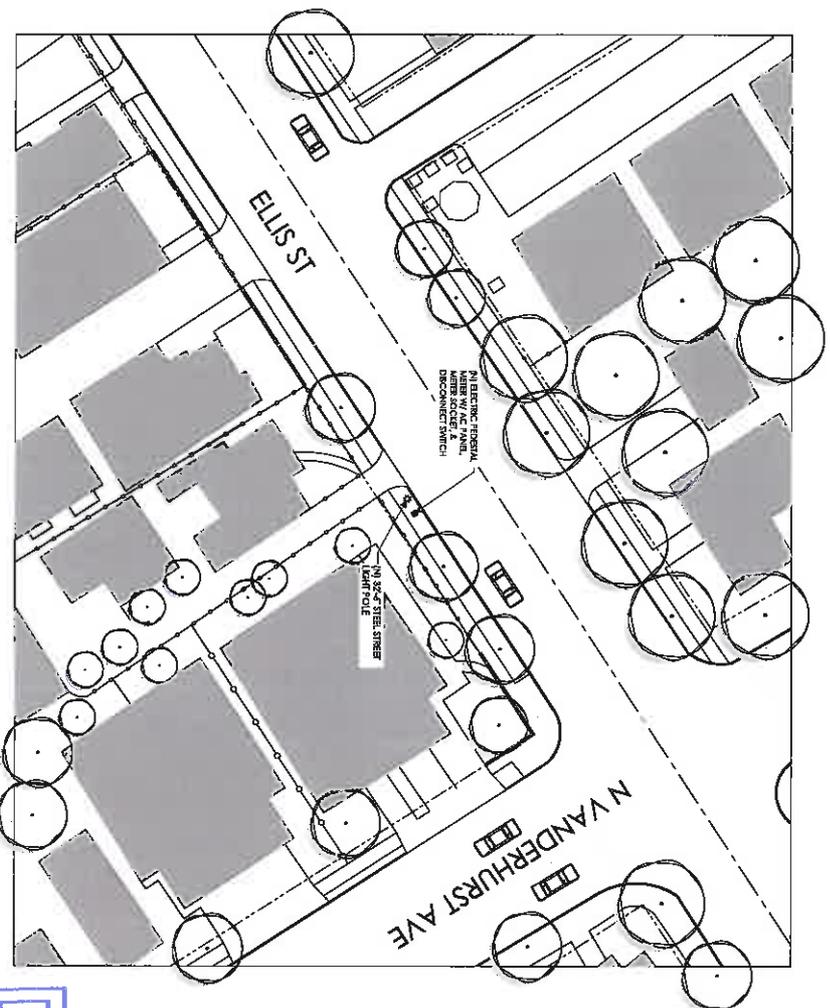
CUP 2016-004

NOT FOR CONSTRUCTION

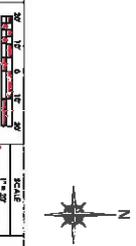
NOT FOR CONSTRUCTION

NOTE:
THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY. PROPERTY LINES, RIGHT-OF-WAY, POWER & TELECOMMUNICATION CONNECTIONS/ROUTES AND DIMENSIONS SHOULD BE VERIFIED IN THE FIELD.

UNDERGROUND UTILITIES NOTE:
THE LOCATIONS AND DEPTHS OF ANY UNDERGROUND PIPES, STRUCTURES, OR CONDUITS SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF THIS INFORMATION. THE CONTRACTOR IS REQUIRED TO TAKE NECESSARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES NOT SHOWN ON THIS PLAN.



RECEIVED
JUL 20 2017
CITY OF KING



 <p>MOBILIZE, INC. 2855 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	 <p>Mobility Management, LLC P.O. Box 12 185 N. CALIFORNIA SANTA ANA, CA 92701 www.mobilitymanagement.com</p>	<p>PROJECT NO: 9CAB013197 DRAWN BY: JCOBRIJUS CHECKED BY: RANNEB</p>	<table border="1"> <tr> <td>4</td> <td>06/20/17</td> <td>DESIGN REVISIONS</td> </tr> <tr> <td>3</td> <td>06/19/17</td> <td>DESIGN REVISIONS</td> </tr> <tr> <td>2</td> <td>06/16/17</td> <td>DESIGN REVISIONS</td> </tr> <tr> <td>1</td> <td>05/24/17</td> <td>SITE CONSTRUCTION</td> </tr> </table>	4	06/20/17	DESIGN REVISIONS	3	06/19/17	DESIGN REVISIONS	2	06/16/17	DESIGN REVISIONS	1	05/24/17	SITE CONSTRUCTION	<p>THIS PLAN AND ANY OTHER INFORMATION CONTAINED HEREIN IS THE PROPERTY OF MOBILITY MANAGEMENT, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF MOBILITY MANAGEMENT, LLC IS STRICTLY PROHIBITED.</p>	<p>SITE NAME: 9CAB013197 SFP90XS0A5A 411 ELLIS ST. KING CITY, CA 93930 Utility Light Pole</p>	<p>SHEET TITLE: OVERALL SITE PLAN</p>	<p>SHEET NUMBER: A-1</p>
4	06/20/17	DESIGN REVISIONS																	
3	06/19/17	DESIGN REVISIONS																	
2	06/16/17	DESIGN REVISIONS																	
1	05/24/17	SITE CONSTRUCTION																	

CIP 2016-004



EXHIBIT PHOTO

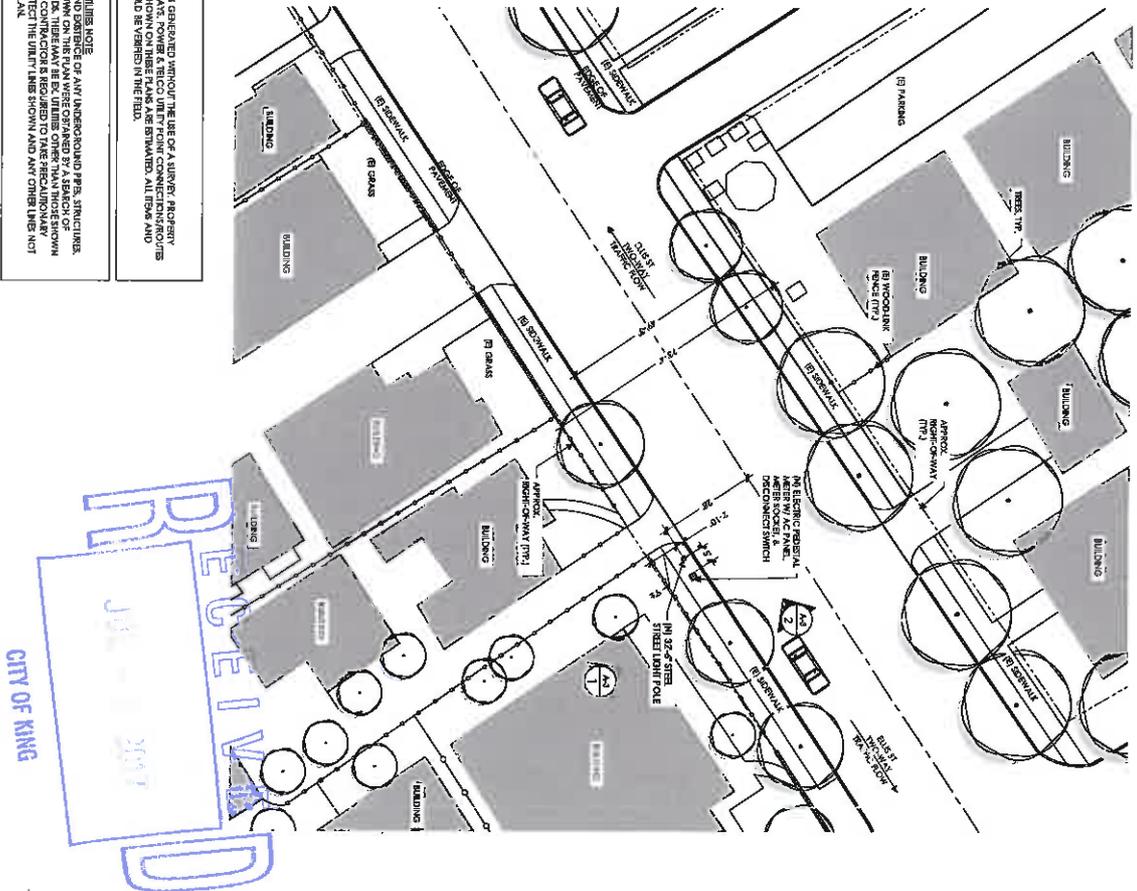


AERIAL SITE LOCATION

ENLARGED SITE PLAN

NOTE: THIS PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY, PROPERTY LINES, RIGHT-OF-WAY, POWER & TELECO UTILITIES, HOIST CONNECTIONS, ROUTES AND SIZES SHOWN ON THESE PLANS ARE ESTIMATED. ALL ITEMS AND DIMENSIONS SHOULD BE VERIFIED IN THE FIELD.

UNDERGROUND UTILITIES, HOIST CONNECTIONS, ROUTES AND SIZES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE EXISTING UTILITIES OTHER THAN THOSE SHOWN ON THIS PLAN. THE LOCATION AND DEPTH OF ANY UNDERGROUND PIPES, STRUCTURES, OR CHANGES SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE EXISTING UTILITIES OTHER THAN THOSE SHOWN ON THIS PLAN. THE LOCATION AND DEPTH OF ANY UNDERGROUND PIPES, STRUCTURES, OR CHANGES SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE EXISTING UTILITIES OTHER THAN THOSE SHOWN ON THIS PLAN.



SCALE 1/8" = 1'-0"

SHEET NUMBER A-2

UP 2016-004

mobile
 mobile Infrastructure
 MOBILETE, INC.
 2895 RED HILL AVENUE, SUITE 200
 COSTA MESA, CA 92626

MM
 Mobile Management, LLC
 P.O. Box 23
 18750 24th St
 Red Hill, CA 92670
 www.mobilete.com

PROJECT NO: 9CAB013197
 DRAWN BY: JACOBSON
 CHECKED BY: RANKINS

1	10/20/17	DESIGN REVISIONS
2	10/20/17	DESIGN REVISIONS
3	10/20/17	DESIGN REVISIONS
4	10/20/17	DESIGN REVISIONS
5	10/20/17	DESIGN REVISIONS
6	10/20/17	DESIGN REVISIONS
7	10/20/17	DESIGN REVISIONS
8	10/20/17	DESIGN REVISIONS
9	10/20/17	DESIGN REVISIONS
10	10/20/17	DESIGN REVISIONS

IF A PORTION OF THE LOCATION AND COMMON UTILITIES ARE NOT SHOWN ON THIS PLAN, THE LOCATION OF THE UTILITIES SHOULD BE VERIFIED IN THE FIELD.

SITE NAME
9CAB013197
SF90XS0A5A
 417 Ellis St,
 KING CITY, CA 93730
 Utility Light Pole

SHEET TITLE
EXHIBIT PHOTOS
ENLARGED SITE PLAN
 SHEET NUMBER
A-2

CALLING NOTES:

- A) WOOD, CONCRETE AND EXISTING METALLIC POLES:
- I) FROM GRADE LINE TO 11'-0" ABOVE GRADE, ALL CABLES CONDUCTORS EXCEPT GROUNDING CONDUCTOR MUST RUN IN GROUNDING CONDUIT LOCATED IN EXPOSED LOCATIONS MUST BE INSTALLED IN PVC.
- II) IN EXISTING P.V.C CONDUIT FOR BACKHAUL AND ELECTRICAL SERVICE TRANSITION TO RGS IN GRADE LINE.
- III) ALL CABLES POWER, ETHERNET, COAXIAL MUST RUN SERVICE TRANSITION TO RGS IN GRADE LINE.
- IV) ALL MAJOR EQUIPMENT, EXTEND UTILITY DUCT IMMEDIATELY ADJACENT TO THE EQUIPMENT, INSTALL CABLES IN THE UTILITY POLE RISER CREEPING CABLE DWP, LOOPS NOT LESS THAN THE CABLE BENDING RADIUS.
- V) RISER POLE RISER, JUNCTION, COAX, BLOCKS WITH LUGS AND ETHERNET CABLES TO WITHIN 1'-0" OF THE EQUIPMENT BEING SERVED AND ON INTERVALS NOT TO EXCEED 6'.
- VI) FOR UNDERGROUND HFC/PUBLIC BACKHAUL, ROUTE ETHERNET CABLE IN CONDUIT OF THE POLE AND STAY THE UTILITY POLE RISER, SERVED BY THE UNDERGROUND HFC/PUBLIC BACKHAUL, ROUTE ETHERNET, VI) BY APPROVAL IN SELECT CASES LENGTHS NOT TO EXCEED 30' TO EXTEND THE ELECTRICAL SERVICE CONDUIT TO THE AC DISTRIBUTION BOX. EXAMPLE: UTILITY REQUIRED DISCONNECT ON POLE W/ AC DISTRIBUTION BOX ON OPPOSITE SIDE OF POLE.
- II) NEW METALLIC POLES:
- I) PROCURE NEW POLES WITH SUITABLE HAND HOLES SUCH THAT HAND HOLES EXIST AT ALL EQUIPMENT LOCATIONS.
- II) WITH CLIENT APPROVAL, IN SELECT CASES TO FACILITATE TEMPORARY USE OF THE METALLIC POLES, CONDUIT CABLES MAY BE STRAPPED TO USE OF LUGS.
- III) WHERE POSSIBLE, INITIAL POLE BASE SUCH THAT THE ELECTRICAL FEED AND BACKHAUL (IF UNDERGROUND) CIRCUIT ENTER THE POLE THROUGH THE POLEBASE. IF A DISCONNECT MEANS SEPARATE INITIAL WITH APPROVAL IN SELECT CASES, RIGIDLY ATTACHED METALLIC METALLIC CONDUIT (EMAC) MAY BE USED IN LENGTHS NOT TO EXCEED 35' TO EXTEND THE ELECTRICAL SERVICE CONDUIT TO THE AC DISTRIBUTION BOX.

MANUFACTURER EQUIPMENT CHART

QTY	DESCRIPTION	MANUFACTURER	MODEL NUMBER	CABLE LENGTH	DIMENSIONS (WxDxH)	WEIGHT
1	MONITOR ANTENNA	ALPHA WIRELESS	AVS1725		22.7" x 4.2" DIAMETER	3.1 LBS
1	RE BELAY ANTENNA	ALPHA WIRELESS	AVS1725		12.5" x 2.5" x 2.5"	0.5 LBS
1	EDGE NETWORK	ALPHA WIRELESS	AVS1725		12.5" x 2.5" x 2.5"	0.5 LBS
1	EDGE NETWORK	ALPHA WIRELESS	AVS1725		12.5" x 2.5" x 2.5"	0.5 LBS
1	AC DISTRIBUTION PANEL	MARLBOROUGH	1000		12" x 12" x 4"	15 LBS
1	DISCONNECT SWITCH	GENCO	GENCO1000		12" x 12" x 4"	15 LBS

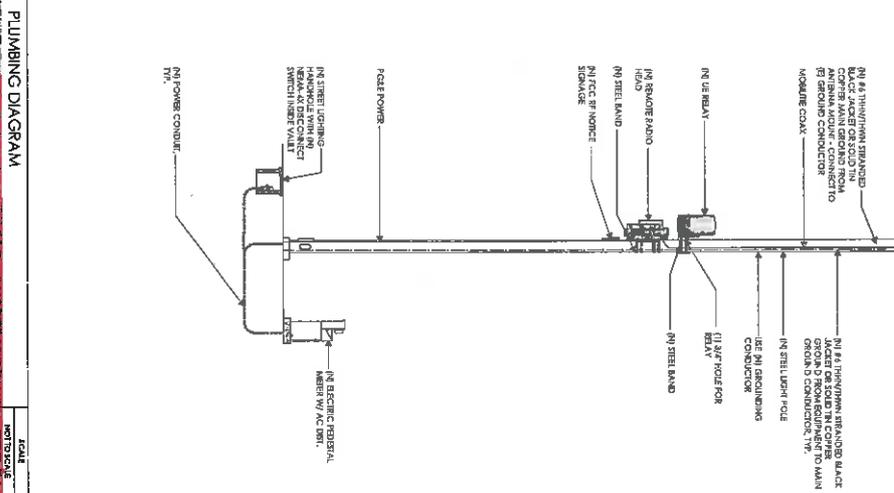
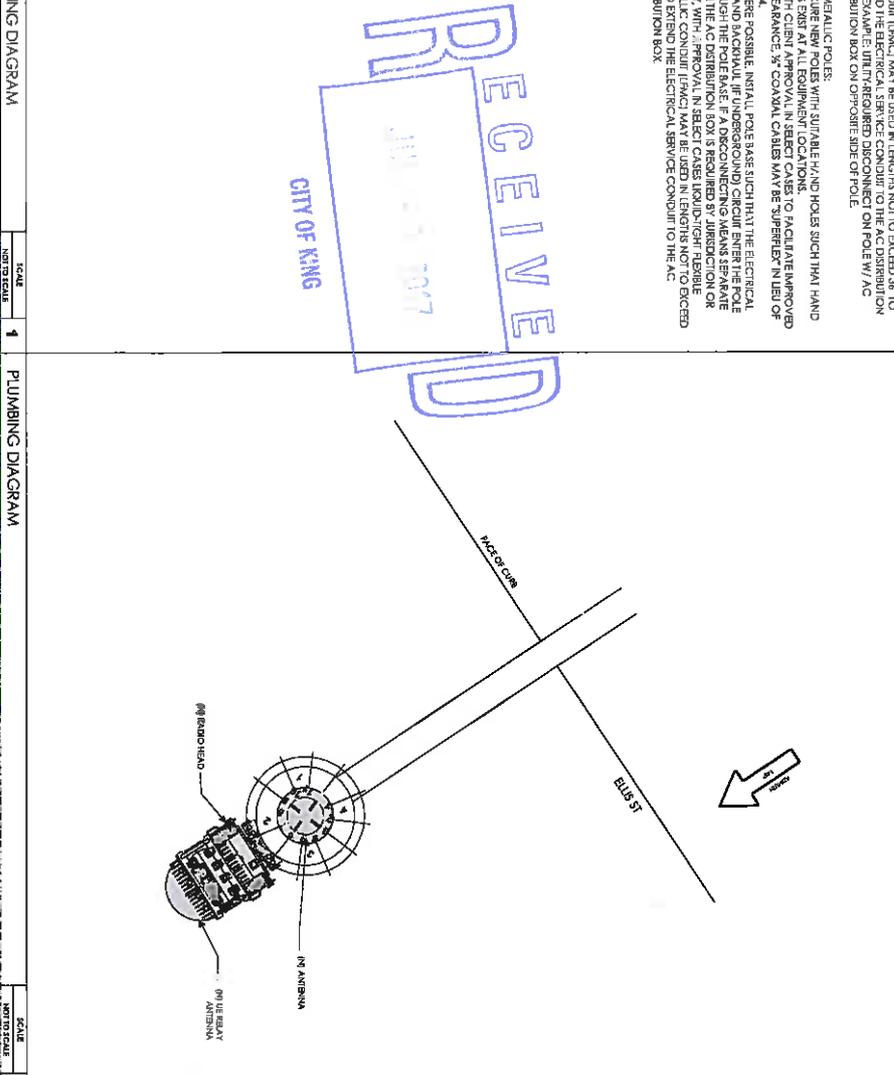
EQUIPMENT CHART

PLUMBING DIAGRAM

PLUMBING DIAGRAM

PLUMBING DIAGRAM

PLUMBING & RISER DIAGRAM



NOTE: CALLING DIAGRAM IS FOR CLARITY OF CABLE ROUTE AND TERMINATION ONLY. CONTRACTOR SHALL INSTALL CABLES WITH MINIMAL VISUAL IMPACT ON STEEL, CONCRETE, WOOD POLES. SEE ELEVATION DRAWING FOR EQUIPMENT AND ANTENNA LOCATIONS.

mobiltite
the smart infrastructure

MOBLITITE, INC.
 2855 RED HILL AVENUE, SUITE 200
 COSTA MESA, CA 92626

Mobility Management, LLC
 P.O. Box 42
 1501 17th Street
 Costa Mesa, CA 92626
www.mobilitymanagement.com

PROJECT NO: 9CAB013197
 DRAWN BY: L. GOURDIERIS
 CHECKED BY: K. KARNES

1 9CAB013197 DESIGN RESPONSE
 2 9CAB013197 DESIGN RESPONSE
 3 9CAB013197 CONSTRUCTION BYDVS

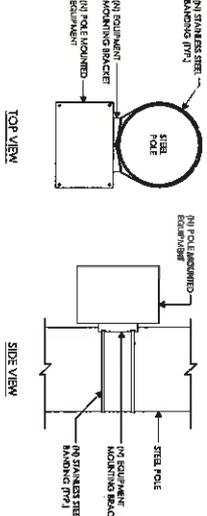
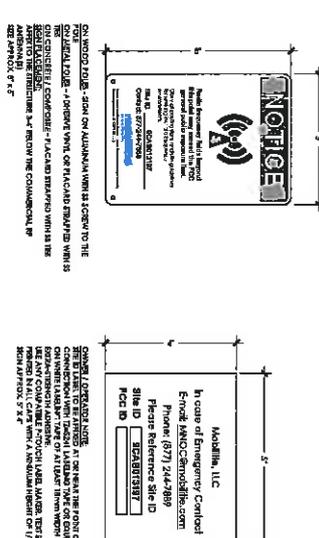
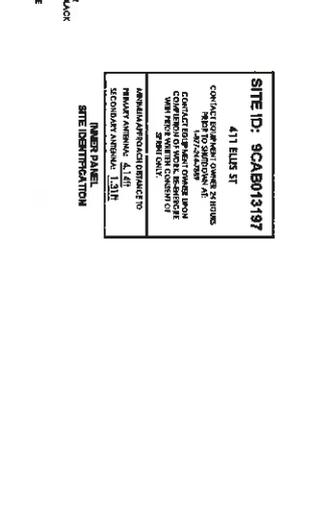
1 9CAB013197 DESIGN RESPONSE
 2 9CAB013197 CONSTRUCTION BYDVS

1. THE MANAGER OF THE DISTRICT AND REGIONAL ENGINEER SHALL REVIEW AND APPROVE ALL UTILITIES AND ELECTRICAL SERVICES IN ALL AREAS OF THE PROJECT.

SHEET TITLE: PLUMBING & RISER DIAGRAM
 SHEET NUMBER: A-4

9CAB013197
 SF90XS0ASA
 411 ELS ST,
 KING CITY, CA 93930
 Utility Light Pole

UP 2016-004

<p>NOT USED</p>	<p>NOT USED</p>	<p>NOT USED</p>
<p>NOTE: 1. BRACKETS WITH STAINLESS STEEL LANDING</p>  <p>TOP VIEW</p> <p>SIDE VIEW</p>	<p>ANTENNA SIGNAGE</p>  <p>EMERGENCY CONTACT SIGN</p> <p>DEENERGIZING PROTOCOL LABEL</p>	<p>POLE MOUNTING SIGNS</p>  <p>PLAN</p> <p>ELEVATION</p> <p>SIDE</p>
<p>NOT USED</p>	<p>EQUIPMENT MOUNTING DETAIL</p>	<p>3 MILIBANK METER PEDESTAL</p>

08/2016-004

 <p>Mobilite, Inc. 2965 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	 <p>Mobility Management, LLC P.O. Box 287 1700 24th Street www.mobilite.com</p>	<p>PROJECT NO: 9CAB013197 DRAWN BY: JACOBSONS CHECKED BY: RANNIS</p>	<table border="1"> <tr> <td>1</td> <td>9CAB012</td> <td>DESIGN REVISIONS</td> </tr> <tr> <td>2</td> <td>9CAB017</td> <td>CONSTRUCTION</td> </tr> <tr> <td>3</td> <td>9CAB017</td> <td>SITE CONSTRUCTION</td> </tr> <tr> <td>4</td> <td>9CAB017</td> <td>CONSTRUCTION</td> </tr> </table>	1	9CAB012	DESIGN REVISIONS	2	9CAB017	CONSTRUCTION	3	9CAB017	SITE CONSTRUCTION	4	9CAB017	CONSTRUCTION	<p>SHEET NUMBER: A-6</p> <p>EQUIPMENT DETAILS</p>	<p>SHEET TITLE</p> <p>9CAB013197 SF90XS0ASA 411 Ellis St, KING CITY, CA 93930 Utility Light Pole</p>	<p>IF THE LOCATION OF THE LIGHT POLE AND PEDESTAL, AND/OR THE EQUIPMENT MOUNTING DETAIL, IS TO BE CHANGED, THE DRAWING MUST BE REVISED AND RE-APPROVED BY THE DESIGNER.</p>
1	9CAB012	DESIGN REVISIONS																
2	9CAB017	CONSTRUCTION																
3	9CAB017	SITE CONSTRUCTION																
4	9CAB017	CONSTRUCTION																

RECEIVED

CITY OF KING

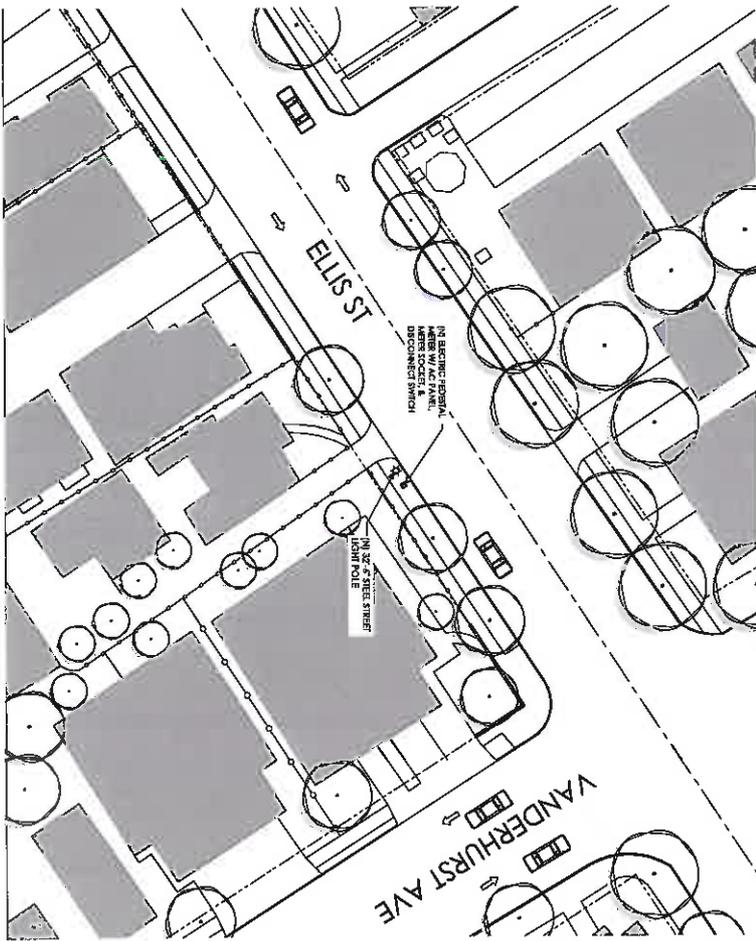
017

LEGEND

✱	SITE POLE
⊙	FIRE HYDRANT
□	VAULT
→	TRAFFIC FLOW

UNDERGROUND UTILITIES NOTE:
 THE LOCATION AND DEPTH OF ANY UNDERGROUND PIPES, STRUCTURES OR CONDUITS SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE EX. UTILITIES OTHER THAN THOSE SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER UTILITIES NOT SHOWN ON THIS PLAN.

UTILITY PLAN



POLE INFORMATION

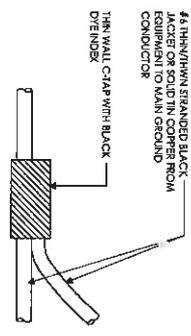
STAKE NAME:	SF90XS0A5A
INSTALLATION TYPE:	NEW POLE
POLE HEIGHT:	32'-6"
UTL LOTS:	36.219840, 121.129431
PROPOSED ATTACHMENT HEIGHT:	
INSTALLATION TYPE:	STEEL POLE
RECORD POLE OWNER:	N/A
RECORD POLE ID NUMBER:	N/A
RECORD POLE HEIGHT:	N/A
RECORD POLE UTL LOTS:	N/A
RECORD POLE DATE:	N/A
RECORD POLE TYPE:	OVERHEAD
POWER PROVIDER:	N/A
LENGTH OF PROPOSED POWER POLE:	N/A
REMARKS TO BE SHOWN ON SITE:	N/A
REMARKS TO BE SHOWN ON VISUAL WIREB SCHEDULE OPTION:	FIBER DISTRIBUTION BOX

SPECIAL SITE NOTES:

CIP 2016-004

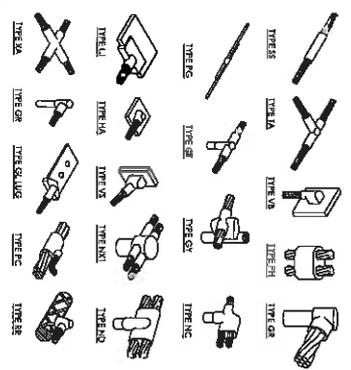
 MOBLITE, INC. 2865 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626	 Madeline Management, LLC P.O. Box 14201 Irvine, CA 92614 714.261.2324 www.madeline.com	PROJECT NO: 92CAB013197 DRAWN BY: JOQUILISS CHECKED BY: KARANAB	SHEET NAME 92CAB013197 SF90XS0A5A 411 Ellis St KING CITY, CA 93930 Utility Light Pole	SHEET TITLE ELECTRICAL PLAN	SHEET NUMBER E-2
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NOTE:
CONDUCTOR TO SURROUND COMPLETED
CONNECTIONS TO BE 4# THINWALL
WEATHER PROOF CONNECTION



C-TAP DETAIL

SCALE 1



NOTE:
ENCO EXOTHERMIC WELD TYPES SHOWN HERE ARE EXAMPLES. CONSULT
WITH PROJECT MANAGER FOR SPECIFIC MODELS TO BE USED FOR THIS
PROJECT.

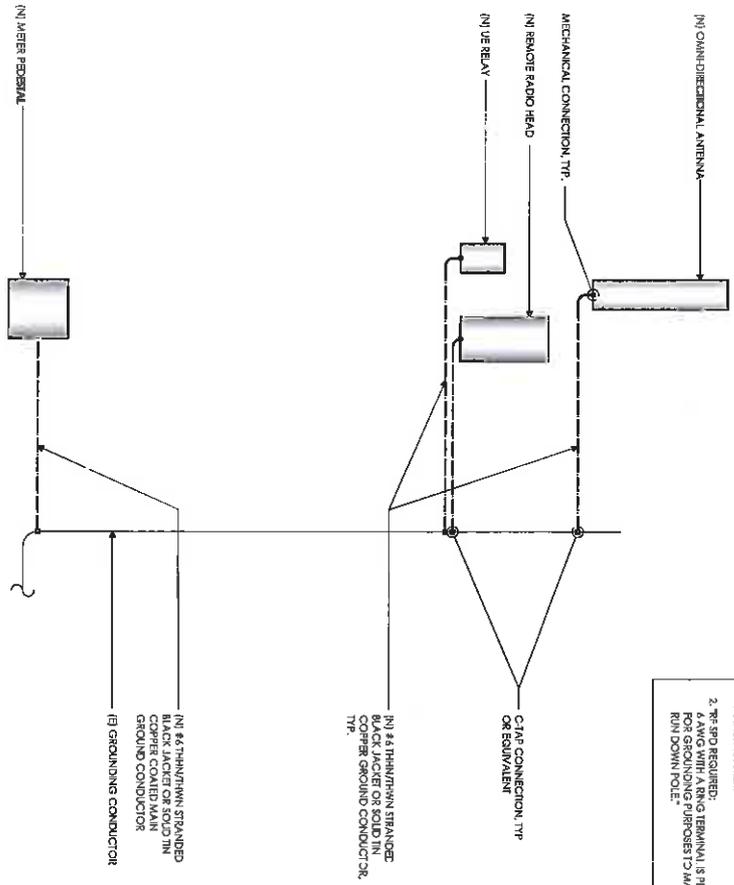
- GROUND RODS, ALL RODS ARE TO BE MADE WITH #4 AWG STRANDED COPPER IN
GREEN INSULATION. (INT-F-76416 7.1, 2)
- GROUND ROD BONDING: ALL METALLIC OBJECTS SHALL BE BONDED TO THE GROUND
ROD. (INT-F-76416 7.12, 6)
- GROUND ROD: UNLISTED COPPER GILD STEEL GROUND ROD WITH MINIMUM DIAMETER
OF 3/8" AND MINIMUM LENGTH OF 8 FEET. ALL GROUND RODS MAY BE INSTALLED WITH
INSPECTION SEVER. GROUND RODS SHALL BE DRIVEN TO A MINIMUM DEPTH OF 30"
BELOW GRADE OR 6 INCHES BELOW FROST LINE. (INT-F-76416 1.4, 12.3, 10)

AERIAL SITE LOCATION

SCALE 2

GROUNDING SCHEMATIC DETAIL

SCALE 3



NOTES:
1. ALL GROUND CONDUCTORS TO BE #4 THINWALL
STRANDED BLACK JACKET OR SOLID TIN COPPER UNLESS
OTHERWISE NOTED OR REQUIRED BY EQUIPMENT
MANUFACTURER.
2. #2-SPG REQUIRED.
3. #6 AWG WITH A RING TERMINAL IS PROVIDED
FOR GROUNDING PURPOSES TO MAIN GROUND
RUN DOWN POLE.

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CR 2016-004

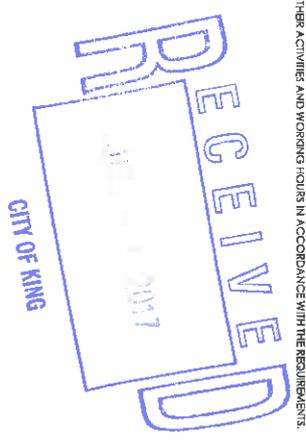
<p>MOBILETTE, INC. 2865 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	<p>Meridian Management, LLC P.O. Box 271 1707 S. 24th St www.meridianm.com</p>	<p>PROJECT NO: 9CAB013197 DRAWN BY: JAG/ST/MS CHECKED BY: RAN/MS</p>	<table border="1"> <tr><td>1</td><td>08/06/17</td><td>FOR CONSTRUCTION DRAWING</td></tr> <tr><td>2</td><td>08/06/17</td><td>FOR CONSTRUCTION DRAWING</td></tr> <tr><td>3</td><td>08/09/17</td><td>FOR CONSTRUCTION DRAWING</td></tr> <tr><td>4</td><td>08/20/17</td><td>DESIGN REVISION</td></tr> <tr><td>5</td><td>08/29/17</td><td>DESIGN REVISION</td></tr> </table>	1	08/06/17	FOR CONSTRUCTION DRAWING	2	08/06/17	FOR CONSTRUCTION DRAWING	3	08/09/17	FOR CONSTRUCTION DRAWING	4	08/20/17	DESIGN REVISION	5	08/29/17	DESIGN REVISION	<p>IT IS A CONDITION OF THE PLAN FOR ANY PERSON, FIRM OR COMPANY TO BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND THE COMPLETION OF THIS DOCUMENT.</p> <p>SHEET TITLE 9CAB013197 SF90XS0A5A 411 Ellis St, KING CITY, CA 93930 Utility Light Pole</p>	<p>SHEET NUMBER GROUNDING DETAILS G-1</p>
1	08/06/17	FOR CONSTRUCTION DRAWING																		
2	08/06/17	FOR CONSTRUCTION DRAWING																		
3	08/09/17	FOR CONSTRUCTION DRAWING																		
4	08/20/17	DESIGN REVISION																		
5	08/29/17	DESIGN REVISION																		

GENERAL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL BUILDING CODES, THE LATEST ADOPTED EDITION AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
2. CONTRACTOR SHALL CONDUCT SITE IN ACCORDANCE WITH THESE DRAWINGS AND LATEST MOBILE CONSTRUCTION STANDARDS. THE SPECIFICATION IS THE BUILDING DOCUMENT AND ANY DISCREPANCIES BETWEEN THE SPECIFICATION AND THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILE GM PRIOR TO THE COMMENCEMENT OF WORK.
3. CONTRACTOR SHALL VISIT THE JOB SITE AND SHALL MAINTAIN REGULAR VISITS WITH ALL CONDITIONS AFFECTING THE IN WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING THE BIDDING WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFORMANCE WITH THE SPECIFICATIONS AND STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILE GM PRIOR TO THE COMMENCEMENT OF WORK. NO COMPLETION WILL BE AWARDED BASED ON CLAIM OF LACK OF KNOWLEDGE OF FIELD CONDITIONS.
4. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MAJOR DETAIL OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ANY DETAIL NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ANY DETAIL NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ANY DETAIL NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ANY DETAIL NOT SHOWN ON THESE PLANS.
5. PLANS ARE NOT TO BE CALLED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC GUIDE ONLY UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPLIANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS. OWNER PROVIDED MATERIALS WILL INCLUDE THOSE ITEMS LISTED IN THE EQUIPMENT DETAILS SECTION OF THESE DRAWINGS UNLESS OTHERWISE SPECIFIED OR NOTED TO THE CONTRACTOR IN WRITING PRIOR TO CONSTRUCTION START.
6. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN DIMENSIONS IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS AND/OR DETAIL WITH THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILE GM PRIOR TO THE COMMENCEMENT OF WORK.
7. DETAILS PROVIDED ARE FOR THE PURPOSE OF SHOWING DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR SITE CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
8. CONTRACTOR SHALL PAY FOR APPLICABLE PERMITS, FEES, INSPECTIONS AND TESTINGS. CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO ORDERING MATERIALS AND THE COMMENCEMENT OF WORK.
9. THE TERM "PROTECT" USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
10. CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEMS NOT CLEARLY DENIED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
11. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING ACCEPTED INDUSTRY STANDARD SKILLS AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT, UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA. ADVANCEMENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT, WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
13. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE LOCAL CABLE AND SCHEDULE THEREAFTER AND WITH OTHERS IN ACCORDANCE WITH THE REQUIREMENTS.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THEIR WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO SAID EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
15. CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
16. CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT (E) SURFACES, EQUIPMENT, IMPROVEMENTS, PIPING ETC. AND MAKE REPAIR TO NEW CONDITION, ANY DAMAGE THAT OCCURS DURING CONSTRUCTION AT THE SOLE COST OF THE CONTRACTOR.
17. IN DRILLING HOLES, OR CORING, INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RINGS, PIPE RINGS, ETC., MUST BE CLEARLY UNDERSTOOD THAT REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES UNLESS NOTED OTHERWISE. LOCATIONS OF REINFORCING STEEL SHALL BE IDENTIFIED ON THE DRAWINGS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF REINFORCING STEEL AND EQUIPMENT PRIOR TO ANY DRILLING OR CORING OPERATIONS IN (E) CONCRETE.
18. CONTRACTOR SHALL REPAIR TO NEW CONDITION, ALL (E) WALL SURFACES DAMAGED BY CONSTRUCTION SUBJECT TO THE MATCH AND BLEND IN WITH ADJACENT SURFACES.
19. CONTRACTOR SHALL SEAL PENETRATIONS THROUGH THE RATED ASSEMBLIES OR MATERIALS THROUGH THE PENETRATIONS THROUGH THE RATED ASSEMBLIES OR MATERIALS BY THE METHOD OF THE ASSEMBLY IN WHICH THE NEW PENETRATION IS PLACED.
20. CONTRACTOR SHALL KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. EQUIPMENT OR MATERIALS SHALL BE KEPT OFF THE CONTRACT AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
21. MINIMUM BOND REQUIRE OF ANY BOND, CALLS SHALL BE IN ACCORDANCE WITH CABLE MANUFACTURER'S RECOMMENDATIONS.
22. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO (E) SITE DURING CONSTRUCTION. PERSONS AND PROPERTY SHALL BE PROTECTED BY BARRIERS AND SIGNAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION. RECORD KEEPING, MONITORING, AND REPORTING TO THE OWNER AND REGULATORY AUTHORITIES.
23. ALL CONSTRUCTION WORK IS TO ADHERE TO APPLICABLE FEDERAL, STATE AND LOCAL STANDARDS UNLESS STATE OR LOCAL CODE IS MORE STRINGENT.
24. THE INTENT OF THESE PLANS AND SPECIFICATIONS IS TO PERFORM THE CONSTRUCTION IN ACCORDANCE WITH THE BUILDING STANDARDS CODE AND STATE CODE OF REGULATIONS. SHOULD ANY CONDITIONS DEVELOP NOT COVERED BY THE APPROVED PLANS AND SPECIFICATIONS WHERE THE FINISHED WORK WILL NOT COMPLY WITH THE CODE OF REGULATIONS, A SCORE OF WORK DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER OR MOBILE GM FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH THE WORK.
25. ADEQUATE AND REQUIRED QUALITY INSURANCE SHALL BE PROVIDED BY THE CONTRACTOR FOR PROTECTION AGAINST PUBLIC LOSSES AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
26. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE. ANY CORRECTIVE WORK SHALL BE COMPLETED AT THE SOLE COST OF THE CONTRACTOR.

ELECTRICAL NOTES:

1. ELECTRICAL CONTRACTOR SHALL VERIFY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE NOTICED WHILE CONSTRUCTION WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY MOBILE GM AS SOON AS POSSIBLE AFTER THE DISCOVERY OF THE PROBLEM, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK UNTIL THE MOBILE GM HAS DIRECTED THE CORRECTIVE ACTION TO BE TAKEN.
2. ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FURNISH MATERIALS WITH ALL CONDITIONS AFFECTING THE CONSTRUCTION AND MAKE PROVISIONS AS TO THE COST THEREOF. ALL (E) CONDUITING OR ELECTRICAL EQUIPMENT, ETC. SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER OR MOBILE GM FOR REVIEW AND APPROVAL PRIOR TO ANY DRILLING OR CORING OPERATIONS IN (E) CONCRETE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF REINFORCING STEEL AND EQUIPMENT PRIOR TO ANY DRILLING OR CORING OPERATIONS IN (E) CONCRETE.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC AND ORDINANCES OF THE LOCAL JURISDICTION, AND SHALL INCLUDE BUT NOT BE LIMITED TO:
 - A) ILL - UNDERWRITERS LABORATORIES
 - B) NEC - NATIONAL ELECTRICAL CODE
 - C) NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
 - D) OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT
 - E) IBC - STANDARD BUILDING CODE
 - F) NFPA - NATIONAL FIRE PROTECTION AGENCY
 - G) ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE
 - H) IEEE - INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
 - I) ASIM - AMERICAN SOCIETY FOR TESTING MATERIALS
4. REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATION OF ALL EQUIPMENT AND MATERIALS. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF REINFORCING STEEL AND EQUIPMENT PRIOR TO ANY DRILLING OR CORING OPERATIONS IN (E) CONCRETE.
5. (E) SERVICES CONTRACTOR SHALL NOT INTERRUPT (E) SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
6. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE USE OF RESTRICTIONS, CONDUIT ENTRY, USE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE OWNER'S CONTRIBUTION, ETC. ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE MOBILE GM PRIOR TO BEGINNING ANY WORK.
7. MINIMUM WIRE SIZE SHALL BE #12 AWG, NOT INCLUDING CONTROL WIRING, UNLESS NOTED OTHERWISE. ALL CONDUITS SHALL BE COPPER WITH THIN INSULATION UNLESS OTHERWISE NOTED.
8. OUTLET BOXES SHALL BE PREPARED WITH IN (E) LOCATIONS, OUTLET ALONG WITH THE WALLS AND IN (E) LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
9. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MAJOR DETAIL OF THE CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIALS AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS. OWNER PROVIDED MATERIALS WILL INCLUDE THOSE ITEMS LISTED IN THE EQUIPMENT DETAILS SECTION OF THESE DRAWINGS UNLESS OTHERWISE SPECIFIED OR NOTED TO THE CONTRACTOR IN WRITING PRIOR TO CONSTRUCTION START.
10. ELECTRICAL SYSTEM SHALL BE AS COMPLETELY AND EFFECTIVELY GROUNDED, AS REQUIRED BY SPECIFICATIONS, SET FORTH BY APPLICABLE.
11. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY FUNCTIONAL, AND SHALL BE APPROVED BY THE MOBILE GM AND LOCAL JURISDICTION. ANY DEFICIENCIES SHALL BE CORRECTED BY AN (E) CONTRACTOR AT THE SOLE COST OF THE CONTRACTOR.
12. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.



CUP 2016-004

 <p>MOBILEITE, INC. 2555 RED HILL AVENUE, SUITE 200 CORONA, MESA, CA 92708</p>	 <p>Mobility Management, LLC 101 W. 10th Street Bozeman, MT 59717 www.mobilitymanagement.com</p>	<p>PROJECT NO.: 92CAB013197</p> <p>DRAWN BY: J.B. GARDNER</p> <p>CHECKED BY: K. BARNES</p>	<p>DATE: 11/15/2017</p> <p>DESCRIPTION: UGILITY LIGHT POLES</p> <p>NO. OF SHEETS: 1</p> <p>TOTAL SHEETS: 1</p>
<p>92CAB013197 SFPOXSD05A 411 EHS ST. KING CITY, CA 95300 Utility Light Pole</p>			
<p>GENERAL NOTES</p> <p>SHEET NUMBER GN-1</p>			

ELECTRICAL NOTES CONTD

13. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED BY THE CONTRACTOR WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPAIR, CLEANUP OF THE PERM OF ANY OTHER PORTION OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THEREIN.
14. CONTRACTOR SHALL PROVIDE AND INSTALL CONDUCITV CONDUCTORS, FULL WIRES, ROKES, COVER PLATES AND DEVICES FOR ALL OTHERS AS INDICATED.
15. DRIVING AND BACKFILL CONDUCTOR SHALL PROVE FOR ALL UNDERGROUND INCLUDING CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTATION REFER TO NOTES AND REQUIREMENTS EXCAVATION AND BACKFILLING.
16. MATERIALS, PRODUCTS AND EQUIPMENT INCLUDING ALL COMPONENTS THEREOF SHALL BE APPROVED BY THE ARCHITECT/ENGINEER AND SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC, NEMA AND ETC.
17. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURERS CATALOG BY THE MOBILE C&P PRIOR TO INSTALLATION.
18. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST OF CONTRACT AND REFERENCED TO THE SCHEDULE OF THE MOBILE C&P CONTRACT, A COPY SHALL BE FORWARDED TO THE ARCHITECT/ENGINEER FOR APPROVAL.
19. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORS; ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
20. DISCONNECT SWITCHES SHALL BE UL RATED, H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK BREAKERS, AS REQUIRED BY EXPOSURE TYPE.
21. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND KNOWN AS "NO-OXIDE" BY DEARBORNE-CHEMICAL CO. COAT ALL WIRE SURFACES BEFORE CONNECTIONS, EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED - NO EXCEPTIONS.
22. RACEWAYS: CONDUIT SHALL BE SCHEDULE 80 PVC MEETING OR EXCEEDING NEMA 12-2 TYPE. CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND LEFT CONDUITS AND PROVIDE TWO SERVICE FULL STRINGS - 200 LB TEST POLYESTER COMB. ALL SHALL BE IDENTIFIED FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH RIBBED RIGID CONDUIT. COAT ALL THREADS WITH "BRITE ZINC" OR "COLD GALV."
23. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
24. CONDUCTORS: CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER WITH TYPE 1 HVMN INSULATION, UNLESS OTHERWISE NOTED, 600 VOLT, COLOR CODED, USE SOUD CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 9 AWG, USE STANDARD CONDUCTORS FOR WIRE ABOVE NO. 9 AWG.
25. CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE MECHANICAL TWIN-G CONDUCTORS FOR NO. 10 AWG AND SMALLER, USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
26. SERVICE AS SPECIFIED ON THE DRAWINGS, OWNER OR OWNER'S AGENT WILL APPLY FOR POWER, ALL PROVISIONS FOR TEMPORARY POWER WILL BE OBTAINED BY THE CONTRACTOR.
27. TELEPHONE OR FIBER SERVICE, CONTRACTOR SHALL PROVIDE EMPTY CONDUITS WITH FULL SPURNS AS INDICATED ON DRAWINGS.
28. ELECTRICAL AND TELECOMMER B/CENAYS TO BE BURIED A MINIMUM DEPTH OF 36" UNLESS OTHERWISE NOTED.
29. CONTRACTOR SHALL PLACE 6" WIDE DETECTABLE WARNING TAPE AT A DEPTH OF 6" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL AND TELECOMMER CONDUITS, CAUTIONS TAPE TO BE BURIED. CAUTION BARRIERS OR STRIPS TO BE BURIED.
30. ALL BOLTS SHALL BE 3/4" STAINLESS STEEL.
31. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORS; ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

GROUNDING NOTES:

1. ALL HARDWARE SHALL BE 3/16 STAINLESS STEEL, INCLUDING LOCK WASHERS.
2. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND, AS SPECIFIED, BEFORE MOUNTING.
3. ALL HARDWARE SHALL BE STAINLESS STEEL, 3/8" INCH DIAMETERS OR LARGER.
4. FOR GROUND RODS TO STEEL ONLY, INSERT A COPPER/ALUMINUM W/ASHER BETWEEN LUG AND STEEL. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MOUNTING.
5. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING.
6. ALL ELECTRICAL AND GROUNDING AT THE POLE SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 750 (LATEST EDITION), AND NATIONAL CODES.
7. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
8. GROUND ALL ANTENNA BARS, FRAMES, CABLE BUSES, AND OTHER METALLIC COMPONENTS USING #4 GROUND WIRE, FOLLOW ANTENNA AND 5/8" MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS.
9. ALL GROUND CONNECTIONS SHALL BE #4 AWG, UNLESS OTHERWISE NOTED. ALL WIRES SHALL BE PROTECTED FROM MECHANICAL DAMAGE BY GREEN INSULATED WIRE.
10. CONTRACTOR TO VERIFY AND TEST GROUND TO SQUARE, TO OBTAIN A MINIMUM PROVIDE 5% OVERSIGHTING RESISTANCE TO GROUND. ALL GROUNDING SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, ARTICLE 250-42, AND OTHER APPLICABLE CODES. ALL GROUNDING AND OTHER ELECTRICAL TESTING WILL BE WITNESSED BY THE MOBILE C&P.
11. ALL HORIZONTAL BARS GROUNDING CONDUCTOR SHALL BE INSTALLED A MINIMUM OF 30" ABOVE THE SURFACE OF THE GROUND IN TRENCH, UNLESS OTHERWISE NOTED BY ARCHITECT/ENGINEER.
12. ALL GROUND CONDUCTORS SHALL BE RUN AS STRAIGHT AND NOT AS POSSIBLE WITH A MINIMUM 17 DEGREE BENDS NOT LESS THAN 90 DEGREE.
13. ACCEPTABLE CONNECTIONS FOR GROUNDING SYSTEMS SHALL BE: BURNED, HOT GALVANIZED, ACCEPTABLE TESTS FOR SOLDER USE OR AS APPROVED BY ARCHITECT/ENGINEER PROJECT MANAGER.
14. COPPERED, BURNED GALVANIZED OR WELDED CONNECTIONS, ONE (1) HOLE TAPPED COPPER COMPRESSOR (LONG BARRELED FITTINGS).
15. ALL CHANGE CONNECTIONS SHALL HAVE EMBOSSED MANUFACTURERS BRAND, VISIBLE AT BOTH ENDS AND FROM USE OF PROPER CONNECTING DEVICES AND MEANS PROVIDED WITH HEAD STRIKES.
16. ALL CONNECTION HARDWARE SHALL BE TYPE 316 STAINLESS STEEL (NOT ATTRACTION TO MAGNETS).
17. ELECTRICAL SERVICE EQUIPMENT GROUNDING SHALL COMPLY WITH NEC, ARTICLE 250-42 AND OTHER APPLICABLE CODES. ALL GROUNDING SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, ARTICLE 250-42, AND OTHER APPLICABLE CODES. ALL GROUNDING AND OTHER ELECTRICAL TESTING WILL BE WITNESSED BY THE MOBILE C&P.

TESTING AND EQUIPMENT TURN UP REQUIREMENTS:

1. BEFORE DATA, CABLE AND/OR EQUIPMENT AND BACK-HALL EQUIPMENT TESTING WILL COMPLY WITH CURRENT INDUSTRY STANDARDS AND OR HOSE STANDARDS OF THE EQUIPMENT MANUFACTURER OR PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
2. CONTRACTOR WILL USE THE APPROPRIATE CALIBRATED TESTING EQUIPMENT IN THE TESTING OF ELECTRICAL DATA, CABLE AND/OR EQUIPMENT AND BACK-HALL.
3. EQUIPMENT THAT MEET INDUSTRY STANDARDS OF THE MANUFACTURER OR HOSE STANDARDS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
4. CONTRACTOR TO VERIFY AND RECORD ALL TEST RESULTS AND PROVIDE THESE RESULTS WITHIN THE FINAL LOGS ON TRACKING.
5. ALL PERSONNEL INVOLVED IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK-HALL EQUIPMENT WILL BE REQUIRED TO HAVE BEEN TRAINED AND OR CERTIFIED IN THE RECEIVING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK-HALL

EQUIPMENT:

1. ALL TEST RESULTS SHALL BE TIME STAMPED, RECORDED AND PRESENTED PRIOR TO DISBURSING AND TURN UP OF ANY EQUIPMENT.
2. GRS EQUIPMENT IS NOT TO BE TESTED OR ATTACHED TO ANY CABLES DURING TESTING, DOING SO WILL DAMAGE THE GRS UNIT.
3. PRIOR TO TESTING IF THE CONTRACTOR HAS ANY QUESTIONS ABOUT THE TESTING PROCEDURES THEY ARE TO CALL AND OBTAIN ASSISTANCE FROM A QUALIFIED DESIGNATED TESTING REPRESENTATIVE.
4. EQUIPMENT IS NOT TO BE ENERGIZED UNTIL ALL TESTING HAS BEEN COMPLETED, APPROVED AND THE APPROPRIATE AUTHORITY HAS BEEN NOTIFIED AND GIVEN APPROVAL TO ENERGIZE THE EQUIPMENT.

SITE WORK NOTES:

1. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
2. THE LOCATION AND THE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE AND SLOTTED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
3. ALL (E) UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN VERIFIED FROM RECORD PLANS TO THE SUFFICIENCY OF ARCHITECT/ENGINEER CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL (E) UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING METHODS AND METHODS OF BEHAVIOR OR ADJUSTING (E) UTILITIES.
4. CONTRACTOR SHALL VERIFY ALL (E) UTILITIES BOTH HORIZONTALITY AND VERTICALITY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT, CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL (E) UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING METHODS AND METHODS OF BEHAVIOR OR ADJUSTING (E) UTILITIES.
5. ALL NEW AND (E) UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO RUAL INSTALLATION OF WORK. ANY COST RELATED TO ADJUSTING (E) STRUCTURES SHALL BE BORN ENTIRELY BY THE CONTRACTOR.
6. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND BE TO FEATHER INTO (E) GRADERS AT THE GRADING LINES.
7. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.



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6982016-004

mobile
Engineering & Construction

MOBILE, INC.
2955 RED HILL AVENUE, SUITE 200
COSTA MESA, CA 92626

Mobile Information, LLC
1000 E. 17th Street
Bldg. 727, 2nd Floor
Costa Mesa, CA 92626
www.mobileinfo.com

PROJECT NO: 9CAB013197
DRAWN BY: JGD/PLS
CHECKED BY: ELM/MS

1	05/07/17	DESIGN RESPONSE
2	05/07/17	DESIGN RESPONSE
3	05/07/17	DESIGN RESPONSE
4	05/07/17	DESIGN RESPONSE
5	05/07/17	DESIGN RESPONSE
6	05/07/17	DESIGN RESPONSE
7	05/07/17	DESIGN RESPONSE
8	05/07/17	DESIGN RESPONSE
9	05/07/17	DESIGN RESPONSE
10	05/07/17	DESIGN RESPONSE

9CAB013197
SF90XS0A5A
411 ELS ST
KING CITY, CA 93930
Utility Light Pole

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-2

Category	Spacing (ft.)
A (Distance Between Signs)	100
B (Distance Between Signs)	100
C (Distance Between Signs)	100
Maximum Taper Channelizing Device Spacing	25
Maximum Tangent Channelizing Device Spacing	50

Speed (MPH)	Spacing (ft.)			
	A	B	C	D
40 or less	200	200	200	100
41 to 49	350	350	350	175
50 to 54	500	500	500	250
55 or greater	750	1000	1000	500

* "ROAD WORK 1 MILE" sign may be used as an alternate to the "ROAD WORK AHEAD" sign

** 500' beyond the "ROAD WORK AHEAD" sign or midway between signs, whichever is less

*** "BE PREPARED TO STOP" sign may be omitted for speeds of 45 MPH or less

- LEGEND**
- CHANNELING DEVICE
 - SIGN
 - WORK SPACE
 - PLACER
 - DIRECTION OF TRAFFIC

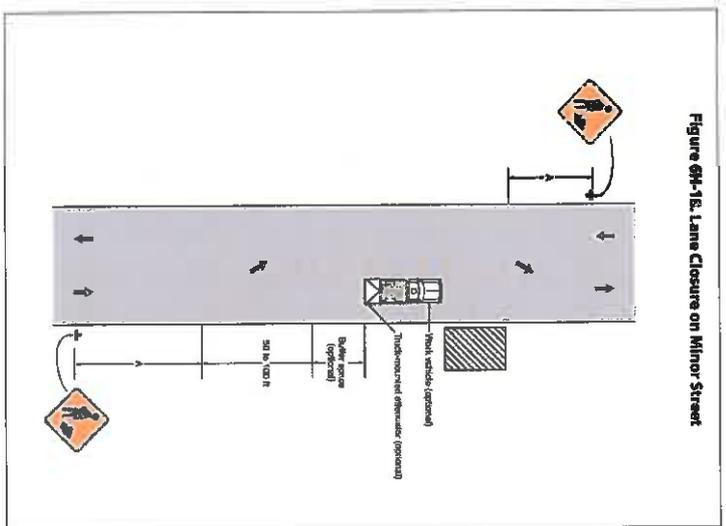


Figure 604-1B. Lane Closure on Minor Street

- GENERAL NOTES**
- Work operations shall be confined to one traffic lane, leaving the opposite lane open to traffic.
 - Additional one-way control may be effected by the following means:
 - Flag-carrying vehicle
 - Official vehicle
 - Pilot vehicle
 - Traffic signal
 - The "ONE LANE ROAD" signs are to be fully covered and the "TRAFFIC CONTROL" signs either removed or fully covered when no work is being performed and the roadway is open to two-way traffic.
 - When a side road intersects the roadway within the TTC zone, additional TTC devices shall be placed in accordance with applicable TCZ indexes.
 - The two channelizing devices directly in front of the work

- GENERAL NOTES**
- area and the one channelizing device directly in front of the work area may be omitted provided vehicles in the work area move high-intensity rotating, flashing, oscillating, or strobe lights operating.
 - For general TCZ requirements and additional information, refer to MUTCD.

- DURATION NOTES**
- "ROAD WORK AHEAD" and the "BE PREPARED TO STOP" signs may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less
 - Speed limit is 45 MPH or less
 - No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating
 - Volume and complexity of the roadway has been considered

BUFFER SPACE

Speed (MPH)	Distances (ft.)
25	150
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

When Buffer Space cannot be obtained due to geometric conditions, the greater of the above length shall be used, but not less than 200 ft.

CONDITIONS

WHERE ANY VEHICLE EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY

RECEIVED

JUN 2017

CITY OF KING

CR 2016-004

<p>MOBILITE, INC. 2885 NED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	<p>PROJECT NO: SC04B013197 DRAWN BY: J.GOLDPLUS CHECKED BY: M.HANSEN</p>	<p>DATE: 11/15/16 BY: J.GOLDPLUS CHECKED: M.HANSEN</p>	<p>SHEET TITLE: VEHICLE TRAFFIC CONTROL PLAN</p> <p>SHEET NUMBER: TC-1</p>
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Item No. 7(C)

REPORT TO THE PLANNING COMMISSION

DATE: SEPTEMBER 19, 2017

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

BY: MARICRUZ AGUILAR, ASSISTANT PLANNER

RE: CONSIDERATION OF CONDITIONAL USE PERMIT CASE NO. CUP2017-013 TO AMEND THE CONDITIONS OF APPROVAL FOR CUP2017-004 A SMALL CELL SITE WITHIN THE EXISTING PUBLIC RIGHT-OF-WAY ALONG FRANCISCAN WAY.

RECOMMENDATION:

It is recommended Planning Commission approve Conditional Use Permit Case No. CUP 2017-013 which amends Conditions of Approval for CUP 2017-004.

BACKGROUND:

On August 22, 2017, David Downs, Mobilitie, LLC ("**Applicant**"), submitted a new application for a Conditional Use Permit to amend Case No. CUP2017-004.

On July 18, 2017, Planning Commission approved CUP2017-004. Condition of Approval No. 5 states, no conditions shall be eliminated, added, or modified without Planning Commission review and action.

The Applicant is requesting to modify Condition of Approval No. 13 Maintenance Plan and Condition of Approval No. 17 Indemnification condition of CUP2017-004. According to the City Attorney, a new case number needs to be attached to the project; therefore, the new case number is CUP2017-013.

DISCUSSION:

The proposed project description is only to amend the language of the conditions of approval. (**Reference Exhibit 1.**) The Applicant is not proposing any

**PLANNING COMMISSION
CUP 2017-013
SEPTEMBER 19, 2017
PAGE 2 OF 15**

amendments to the approved scope of work for the construction of the new cell site within the public right-of-way as identified with CUP2017-004.

The only changes proposed by the Applicant include amending the Maintenance Plan Condition of Approval No. 13 and amending the Indemnification Condition of Approval No. 17 as follows:

COA #13 AS APPROVED BY CUP2017-04	PROPOSED AMENDMENTS TO COA #13
<p><u>Miscellaneous Conditions:</u></p> <p>13. Maintenance Plan and Permission to Use Site: Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Mobilite shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a written agreement or resolution by complying with the following: i) Mobilite shall provide access to, and use of, the streetlight pole to the City, if/when the City should decide to install a security equipment; ii) The City will coordinate with Mobilite regarding the installation of a security equipment, and Mobilite shall provide full access to the proposed streetlight pole for both installation and on-going maintenance of any security equipment that the City may desire to install at no cost to the City; iii) Mobilite will also allow installation of any signage on the proposed pole that the City may desire to install for either security, safety, or maintenance purposes; iv) Mobilite will promptly repair or pay, at the option of the City, for any damage caused by Mobilite to any of the City equipment, signage or murals; and v) Mobilite shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E operations. Any/all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. <u>Removal of graffiti shall be removed within five (5) days of the City notifying Mobilite.</u></p>	<p><u>Miscellaneous Conditions:</u></p> <p>13. Maintenance Plan and Permission to Use Site: Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Applicant shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a <u>separate</u> written agreement or resolution by complying with the following:</p> <p>i) Applicant shall, <u>at no cost to the City, provide non-exclusive access to and use of the streetlight pole by the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain electronic security equipment and/or signage for security, safety, or maintenance purposes (collectively, "City Equipment"), and not for any other use unless otherwise agreed to in writing by the parties. Prior to any shared use of the pole, the City must provide a notice to the Applicant at least 30 days in advance of the proposed use. The City's written request for attachment of City Equipment shall include drawings and diagrams depicting the location(s) and manner of installation of such City Equipment. If Applicant reasonably believes the proposed use does not qualify as City Equipment, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 10 days of receipt of City's initial notice. If Applicant reasonably believes that installation of City Equipment will affect Applicant's operations due to load bearing or capacity issues, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 15 days of receipt of City's initial notice. Applicant's consent is subject to Applicant's own use and business development plans and Applicant may refuse, in its sole discretion, to allow the shared use</u></p>

of the streetlight pole where there is insufficient structural capacity, the potential for interference with existing or future communication facilities installed by Applicant, any additional or increased costs to Applicant as a result of the shared use, or for reasons of safety, reliability, or generally applicable engineering standards. Applicant's consent shall not be unreasonably withheld, and it shall act in good faith to promote shared use of the streetlight pole. Applicant's consent shall be deemed to have been approved within 30 days of the receipt of the City's initial notice, unless Applicant has provided the City with a written explanation setting forth specific reasons for Applicant's denial of consent to attach, and what revisions would be necessary in order to allow City Equipment to be installed. All installation, operation, maintenance repair and removal obligations with respect to City's Equipment (including but not limited to fees, costs, and separate power or utility services for such City Equipment) shall be borne by the City unless otherwise specified herein. City shall ensure that all installation, operating, maintenance, repair and removal of City Equipment shall be in accordance with all applicable federal, state and local laws and regulations. City Equipment shall not unreasonably interfere with Applicant's operations or use of the communications equipment or pole. Any such interference shall be promptly cured by City upon notice from Applicant. Any of Applicant's communications facilities and/or streetlight poles disturbed or damaged during, or as a result of, City's installation, operation, maintenance, repair and/or removal of City Equipment shall be repaired at City's sole cost and expense, except as otherwise authorized by Applicant. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any of the authorized City Equipment. Applicant shall not be liable for any damage to property, personal or bodily injury, or death arising from any willful or negligent acts or omissions of City or any agent, officer, director, representative, employee, consultant or subcontractor of City while in the exercise of City's rights or performance of City's duties under this COA, or caused by City Equipment.

ii) If permitted under current or future Pacific Gas and Electric Company ("PG&E") policies, rules and regulations, Applicant shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E or Applicant operations. Any and all murals painted on metered

	<p>pedestals shall be in conformance with Municipal Code 17.55, as may be amended. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any murals; and</p> <p>iii) Applicant shall remove graffiti from its streetlight pole or communication facilities, excluding any City Equipment or murals, within five (5) business days following the City's notice to Applicant's Network Operations Center ("NOC"). Applicant's NOC may be contacted 24/7 at (877) 244-7889. Applicant's NOC contact information may be updated from time to time upon written notice to the City.</p>
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COA #17 AS APPROVED BY CUP2017-004	PROPOSED AMENDMENTS TO COA #17
<p>17. Indemnification: Prior to Encroachment Permit, the Applicant shall submit to the satisfaction of the City Attorney indemnification language to address all pertinent concerns related to damage and injury of private property owner(s).</p>	<p>17. Indemnification: Applicant shall indemnify, defend, and hold harmless, the City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Applicant while in the exercise of the rights or performance of the duties under this COA. The indemnity provided for in this paragraph shall not apply to any portion of liability resulting or arising from the willful or negligent acts or omissions by the City or an Indemnitee, including in relation to City Equipment. The City shall give prompt written notice to Applicant of any claim for which the City seeks indemnification. Applicant shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney, except that the City's prior approval must be obtained for any compromise on behalf of, documents filed on, or acts taken in the name of, the City. Neither the City or the Applicant shall be liable to the other for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action subject to this COA No. 17, whether in contract, tort, or otherwise, even if it was or should have been aware of the possibility of these damages, whether under theory of contract, tort</p>

	(including negligence), strict liability, or otherwise. Nothing in this COA No. 17 shall affect or otherwise modify COA No. 3.
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As of the writing of this staff report, both the City Attorney and Amanda Cantu, Mobilite, Agreement Specialist have reviewed the changes and find the proposed changes acceptable.

Public Notification and Input

A Public Hearing Notice was published in the South County Newspaper *The Rustler* on September 6, 2017 and all property owners of record within three hundred (300') feet radius of the subject site were notified of the public hearing and invited to voice any concerns on this application. As of the date of the preparation of this staff report no written testimony has been received by the City. A public hearing will be conducted on September 19, 2017.

ENVIRONMENTAL DETERMINATION:

The project is categorically exempt pursuant to Section 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines: *New Construction or Conversion of Small Structures, Class 3 (b)*.

COST ANALYSIS:

Development Review Projects are based on times and materials. The Applicant has submitted a minimum fee per City Fee Schedule and the Applicant is responsible in payment of processing the CUP. Any additional permits required such as a building permit or encroachment permit will be subject to applicable fees.

ALTERNATIVES:

The following alternatives are provided for Planning Commission consideration:

1. Approve Conditional Use Permit Case No. CUP2017-013 which amends the Conditions of Approvals for CUP2017-004; or
2. Make recommendations for modification as deemed appropriate by the Planning Commission; or
3. Provide other direction to staff.

Exhibits:

1. Project Description
2. Amended Conditions of Approval
3. Resolution

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4. Site Plan from CUP2017-004

Submitted by: Maricruz Aguilar
Maricruz Aguilar, Assistant Planner

Approved by: MA For Doreen Liberto
Doreen Liberto, AICP, Community Development Director

Project Description

CITY OF KING

The proposed project is the amendment of CUP 2017-004. Specifically, the amendment of the language associated with two Conditions of Approval – COA #13 and COA #17.

Mobilitie, LLC proposes the following language:

COA #13:

Maintenance Plan and Permission to Use Site: Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Applicant shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a separate written agreement or resolution by complying with the following:

i) Applicant shall, at no cost to the City, provide non-exclusive access to and use of the streetlight pole by the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain electronic security equipment and/or signage for security, safety, or maintenance purposes (collectively, "City Equipment"), and not for any other use unless otherwise agreed to in writing by the parties. Prior to any shared use of the pole, the City must submit a written request to Applicant and obtain Applicant's written consent for the proposed use. City's written request for attachment of City Equipment shall include drawings and diagrams depicting the location(s) and manner of installation of such City Equipment and, upon Applicant's request, shall also include a load bearing survey to confirm such poles can carry the load of proposed City Equipment. Applicant's consent is subject to Applicant's own use and business development plans and Applicant may refuse, in its sole discretion, to allow the shared use of the streetlight pole where there is insufficient structural capacity, the potential for interference with existing or future communication facilities installed by Applicant, any additional or increased costs to Applicant as a result of the shared use, or for reasons of safety, reliability, or generally applicable engineering standards. All installation, operation, maintenance repair and removal obligations with respect to City's Equipment (including but not limited to fees, costs, and expenses incurred for a load bearing survey, if required, and separate power or utility services for such City Equipment) shall be borne by the City. City shall ensure that all installation, operating, maintenance, repair and removal of City Equipment shall be in accordance with all applicable federal, state and local laws and regulations. City Equipment shall not interfere with Applicant's operations or use of the communications equipment or pole. Any such interference shall be promptly cured by City upon notice from Applicant. Any of Applicant's communications facilities and/or streetlight poles disturbed or damaged during, or as a result of, City's installation, operation, maintenance, repair and/or removal of City Equipment shall be repaired at City's sole cost and expense. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any of the authorized City Equipment. Applicant shall not be liable for any damage to property, personal or bodily injury, or death arising from any acts or omissions of City or any agent, officer, director, representative, employee, consultant or subcontractor of City while in the exercise of City's rights or performance of City's duties under this section;

512
11/20/17

ii) If permitted under current or future Pacific Gas and Electric Company ("PG&E") policies, rules and regulations, Applicant shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E or Applicant operations. Any and all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any murals; and

iii) Applicant shall remove graffiti from its streetlight pole or communication facilities, excluding any City Equipment or murals, within five (5) business days following the City's notice to Applicant's Network Operations Center ("NOC"). Applicant's NOC may be contacted 24/7 at (877) 244-7889. Applicant's NOC contact information may be updated from time to time upon written notice to the City.

COA #17:

Indemnification: Applicant shall indemnify, defend, and hold harmless, the City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Applicant while in the exercise of the rights or performance of the duties under this COA. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Applicant of any claim for which the City seeks indemnification. Applicant shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

EXHIBIT 2

CONDITIONS OF APPROVAL

PROJECT CASE NUMBER CUP 2017-013
AMENDMENT TO CUP 2017-004

Community Development Department (Mobilitie, LLC (“Applicant”) should discuss the following conditions of approval (“COA”) with Maricruz Aguilar-Navarro, 831-386-5916, if there are any questions):

1. **Project Description:** Conditional Use Permit Case No. CUP 2017-013 modifies the Conditions of Approval for Case No. CUP2017-004; a request to construct a new small cell site on the public right-of-way consisting of a new thirty-two (32’.6”) feet streetlight pole with a two plus (2’.45”) foot OMNI Directional Antenna for a total of thirty-six (36’) feet in height and a four (4’) pedestal meter located five (5’) feet away from the streetlight pole along the right-of-way of Franciscan Way (behind of Mee Memorial Hospital) Latitude/Longitude: 36.205456,-121.133448 and shall be constructed in accordance with **Exhibit 4**, as approved by the Planning Commission for CUP 2017-004 on **July 18, 2017** and **approved for CUP 2017-013** by Planning Commission on **September 19, 2017**.
2. **Approval Period:** The approval period for this permit shall be in accordance with the approved drawings and sketches and shall be null and void if not used within one (1) year from the date of the approval. Then the approval shall immediately expire and any building permit issued in reliance thereon shall be deemed cancelled and revoked. Municipal Code Section 17.64.030 prohibits any time extensions of the CUP and Variance beyond one year from the date of approval. No extension shall be permitted for the CUP as required by Municipal Code Section 17.64.030.
3. **Hold Harmless Clause:** Hold Harmless and Indemnification Clause: The Applicant agrees, as part of and in connection with each and all the applications and approvals, to defend, indemnify, and hold harmless the City of King (“City”) and its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), employees and agents (including Earth Design, inc., and Hanna & Brunetti) from any and all claim(s), action(s), or proceeding(s) (collectively referred to as “proceeding”) brought against City or its officers, contractors, consultants, attorneys, employees, or agents (including Earth Design, Inc., Aleshire & Wynder, attorneys, and Hanna & Brunetti) to challenge, attack, set aside, void, or annul:

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SEPTEMBER 19, 2017
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Any approvals issued in connection with all approvals, actions and applications by City covered by the conditions of approval and/or mitigation measures; and/or

Any action and approvals taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("**CEQA**") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council. The Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, *City, and/or parties initiating or involved in such proceeding.*

The Applicant agrees to indemnify City and its elected officials, officers, contractors, consultants, attorneys, employees and agents (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys) for all of City's costs, fees, and damages incurred in enforcing the **indemnification** provisions of this COA.

The Applicant agrees to defend, indemnify and **hold harmless** City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (including, but not limited to, an environmental impact report, sphere of influence amendment, annexation, pre-zoning, general plan amendment, specific plan, vesting tentative tracts, sign applications, variances, conditional use permits, architectural review, etc.), if made necessary by said proceeding, and if the Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

In the event that the Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:

The counsel to so defend City.

All significant decisions concerning the manner in which the defense is conducted; and

Any and all settlements.

City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with the Applicant in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense,

any and all City Attorney, Staff and consultants' fees and costs shall be paid by the Applicant. In addition, in the event of litigation, the Applicant shall pay any and all City Staff and consultants' fees and costs.

The Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

4. **Other County, State and Federal Permits:** Before initiation of the proposed use, the Applicant shall provide copies of any required County, State and Federal permits or written verification of a waiver of permit requirement.
5. **Structural Changes:** Installation shall be in substantial conformance with the plans, conditions of approval presented to and approved by the Planning Commission in connection with the project. No conditions, colors, materials or architectural features shall be eliminated, added or modified without Commission review and action, amended CUP, as applicable.

City of King Building and Safety Department (The Applicant should discuss the building permit submittal process with Paul Hodges, Chief Building Official Building and Safety Department at (831) 386-5915.)

6. **Building Plans:** All COA shall be imprinted on plans submitted for building permits. Building plans shall comply with the current Title 24 California Building Standards Codes.
7. **Electrical Permit:** As part of the building permit submittal, the Applicant shall submit for an Electrical Permit required for new electrical pedestal and associated electrical circuit.
8. **Address Assignment:** As part of the building permit submittal, Applicant to submit for an Address Assignment for the pedestal meter.
9. **Lighting:** Standard streetlight lamp shall be provided. As part of the building permit submittal, the lighting standard shall be submitted for review and approval by the Building Department and Public Works Department. Where appropriate, light-emitting diode ("**LED**") lighting should be used for external lighting to reduce the site's electricity consumption.
10. **Business License:** Before issuance of a building permit, a business license shall be obtained for every person conducting or carrying on the business of general contractor or contractor constructing, altering, repairing, wrecking or salvaging buildings, highways, roads, railroads, excavations or other structures, projects, developments or improvements.

Every person conducting or carrying on the business of electrical, plumbing or painting subcontractor.

Every person conducting or carrying on the business of masonry, glazier, cement, floor, heating, plastering, roofing, sash, sheet metal, tile, lathing and any other subcontractor not specifically mentioned in this Title 5 of the Municipal Code.

Every person conducting or carrying on the business of house moving, grading, paving, wrecking, sewer construction, pipeline construction, trenching, or excavating.

Public Works Department (The Applicant should contact Sal Morales, Public Works Superintendent at 831-386-5919 or Octavio Hurtado, Hanna & Brunetti 408-842-2173, ohurtado@hannabrunetti.com, regarding the following COA, if there are any questions.)

11. **Encroachment Permit:** Before starting construction of small cell site, the Applicant shall be required to obtain a City of King encroachment permit for all work in City right of way (e.g., sidewalk, curb, gutter, driveway, roadway, alley).
12. **ADA Walkway Access:** Prior to issuance of an encroachment permit, the Applicant shall verify that the placement of the pole and meter shall not impede ADA walkway access, for the review and approval of the City Engineer.

Miscellaneous Conditions:

13. **Maintenance Plan and Permission to Use Site:** Before issuance of a building permit, the Applicant shall provide and comply with a Maintenance Plan that satisfies both the Public Works and Building Department's requirements. At all times Applicant shall have permission to use the City's right of way for the proposed use. Permission for the purposes of this entitlement will be presumed in the absence of a separate written agreement or resolution by complying with the following:
 - i) Applicant shall, at no cost to the City, provide non-exclusive access to and use of the streetlight pole by the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain electronic security equipment and/or signage for security, safety, or maintenance purposes (collectively, "***City Equipment***"), and not for any other use unless otherwise agreed to in writing by the parties. Prior to any shared use of the pole, the City must provide a notice to the Applicant at least 30 days in advance of the proposed use. The City's written request for attachment of City Equipment shall include drawings and diagrams depicting the location(s) and manner of installation of such City Equipment. If Applicant reasonably believes the proposed use does not

qualify as City Equipment, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 10 days of receipt of City's initial notice. If Applicant reasonably believes that installation of City Equipment will affect Applicant's operations due to load bearing or capacity issues, Applicant must provide the City with a written explanation of Applicant's denial of consent to install within 15 days of receipt of City's initial notice. Applicant's consent is subject to Applicant's own use and business development plans and Applicant may refuse, in its sole discretion, to allow the shared use of the streetlight pole where there is insufficient structural capacity, the potential for interference with existing or future communication facilities installed by Applicant, any additional or increased costs to Applicant as a result of the shared use, or for reasons of safety, reliability, or generally applicable engineering standards. Applicant's consent shall not be unreasonably withheld, and it shall act in good faith to promote shared use of the streetlight pole. Applicant's consent shall be deemed to have been approved within 30 days of the receipt of the City's initial notice, unless Applicant has provided the City with a written explanation setting forth specific reasons for Applicant's denial of consent to attach, and what revisions would be necessary in order to allow City Equipment to be installed. All installation, operation, maintenance repair and removal obligations with respect to City's Equipment (including but not limited to fees, costs, and separate power or utility services for such City Equipment) shall be borne by the City unless otherwise specified herein. City shall ensure that all installation, operating, maintenance, repair and removal of City Equipment shall be in accordance with all applicable federal, state and local laws and regulations. City Equipment shall not unreasonably interfere with Applicant's operations or use of the communications equipment or pole. Any such interference shall be promptly cured by City upon notice from Applicant. Any of Applicant's communications facilities and/or streetlight poles disturbed or damaged during, or as a result of, City's installation, operation, maintenance, repair and/or removal of City Equipment shall be repaired at City's sole cost and expense, except as otherwise authorized by Applicant. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any of the authorized City Equipment. Applicant shall not be liable for any damage to property, personal or bodily injury, or death arising from any willful or negligent acts or omissions of City or any agent, officer, director, representative, employee, consultant or subcontractor of City while in the exercise of City's rights or performance of City's duties under this COA, or caused by City Equipment.

ii) If permitted under current or future Pacific Gas and Electric Company ("**PG&E**") policies, rules and regulations, Applicant shall allow for any City-approved group or person to paint mural(s) on the proposed meter-pedestals, as long as those murals do not conflict with any PG&E or

Applicant operations. Any and all murals painted on metered pedestals shall be in conformance with Municipal Code 17.55, as may be amended. Applicant will promptly repair or, at the option of the City, pay the actual and reasonable costs for any damage caused by Applicant to any murals; and

iii) Applicant shall remove graffiti from its streetlight pole or communication facilities, excluding any City Equipment or murals, within five (5) business days following the City's notice to Applicant's Network Operations Center ("**NOC**"). Applicant's NOC may be contacted 24/7 at (877) 244-7889. Applicant's NOC contact information may be updated from time to time upon written notice to the City.

14. **On-site Personnel:** Access to the tower shall be restricted to communication industry professionals, and approved contractor personnel trained in radio-frequency safety.
15. **Future Communication Interferences with County of Monterey Safety Communications System:** Prior to issuance of a building permit, the Applicant is required to obtain clearance with the County of Monterey Telecommunications Department that the additional antennas will not interfere with the safety communications system. Any future site radio frequency interferences from the cell site affecting the safety communication systems shall be corrected immediately. If it is not corrected immediately, the CUP will be treated as out of compliance with the COA.
16. **Height of Antennas:** New or replacement of antennas that because of technological requirements result in projecting above the existing size as approved shall be reviewed separately and no other carrier shall add/replace antennas or equipment that result in projecting above the existing height of the monopole without further review for code compliance.
17. **Indemnification:** Applicant shall indemnify, defend, and hold harmless, the City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) ("**Indemnitees**"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Applicant while in the exercise of the rights or performance of the duties under this COA. The indemnity provided for in this paragraph shall not apply to any portion of liability resulting or arising from the willful or negligent acts or omissions by the City or an Indemnatee, including in relation

to City Equipment. The City shall give prompt written notice to Applicant of any claim for which the City seeks indemnification. Applicant shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney, except that the City's prior approval must be obtained for any compromise on behalf of, documents filed on, or acts taken in the name of, the City. Neither the City or the Applicant shall be liable to the other for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action subject to this COA No. 17, whether in contract, tort, or otherwise, even if it was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. Nothing in this COA No. 17 shall affect or otherwise modify COA No. 3.

Conditional Use Permit Condition Agreement

The Conditional Use Permit are **not** valid until all Conditions of Approval ("**COA**") imposed by the Planning Commission are signed for and agreed to by the Applicant.

I have received a copy of the Conditional Use Permit Conditions of Approval and agree with them. I understand that if I do not abide by them the Planning Commission has the authority to revoke my conditional use permit, pursuant to the Municipal Code. (Reference Municipal Code §17.64.040.).

Applicant Signature: _____ Date: _____

EXHIBIT 3

RESOLUTION NO.

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING,
APPROVING CONDITIONAL USE PERMIT CASE NO. CUP 2017-013,
FOR MOBILITIE, LLC.,
TO MODIFY THE CONDITIONS OF APPROVAL FOR CUP 2017-004**

WHEREAS, On August 22, 2017, David Downs on behalf of Mobilitie, LLC., filed an application for Case No. CUP 2017-013 to modify the language of Conditions of Approval for Case No. CUP2017-004; and

WHEREAS, On September 11, 2017, the application was deemed complete; and

WHEREAS, the request is to amend language for Conditions of Approval No. 13 and Condition of Approval No. 17; and

WHEREAS, On July 18, 2017, Planning Commission approved CUP2017-004 with conditions of approval;

WHEREAS, per Condition of Approval No. 5, no conditions shall be eliminated, added or modified without Planning Commission review and action; and

WHEREAS, Case No. CUP 2017-004 is for the construction of a new small cell site that includes a thirty-two (32'6") foot high streetlight pole with a two plus (2'.45") feet tall OMNI Directional Antenna mounted on top of the pole for a total height thirty-six (36') feet. The project includes a Radio Frequency Emissions Compliance Report, prepared by ATG, LLC., dated March 31, 2017 that indicates the proposed would not affect site compliance with the FCC Rules & Regulations. The project will also include placement of a four (4') foot pedestal meter located within five (5') feet of the proposed light pole, located on the public right-of-way along Franciscan Way (behind Mee Memorial Hospital) Latitude/Longitude: 36.205456,-121.133448; and

WHEREAS, Case No. CUP 2017-013 only amends the Conditions of Approval No. 13 and No. 17; and

WHEREAS, the project is a Class 3 Categorical Exemption of CEQA consisting of installing a new small cell site on the public right-of-way; and

WHEREAS, on **September 6, 2017**, a notice was published in the South County Newspaper *The Rustler* and mailed notices to property owners of record within 300ft radius of the project site; and

WHEREAS, on **September 19, 2017**, the Planning Commission held the public hearing for the project; and

WHEREAS, the Commission has reviewed and considered the information provided in the Staff Report and testimony presented during the public hearing, as outlined in **Exhibit 1**, and the Applicant's submittals as shown in **Exhibit 4**; and

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WHEREAS, the Commission of the City of King, California, met at the duly noticed public hearing on **September 19, 2017**, at which time all interested persons were given the opportunity to be heard.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King approves Conditional Use Permit Case CUP 2017-013 which amends the language of Conditions of Approval of CUP 2017-004 for the installation of a new small cell site on the public right-of-way along Franciscan Way (Latitude/Longitude: 36.205456,-121.133448) as presented.

This resolution was passed and adopted this 19th day of September, 2017, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DAVID NUCK, CHAIRPERSON

ATTEST: _____
ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

Photo Simulation Proposal

Site ID/Candidate ID: 9CAB014274 / SF90XSX63D

Date: 06/27/17

Installation Category: Small Cell

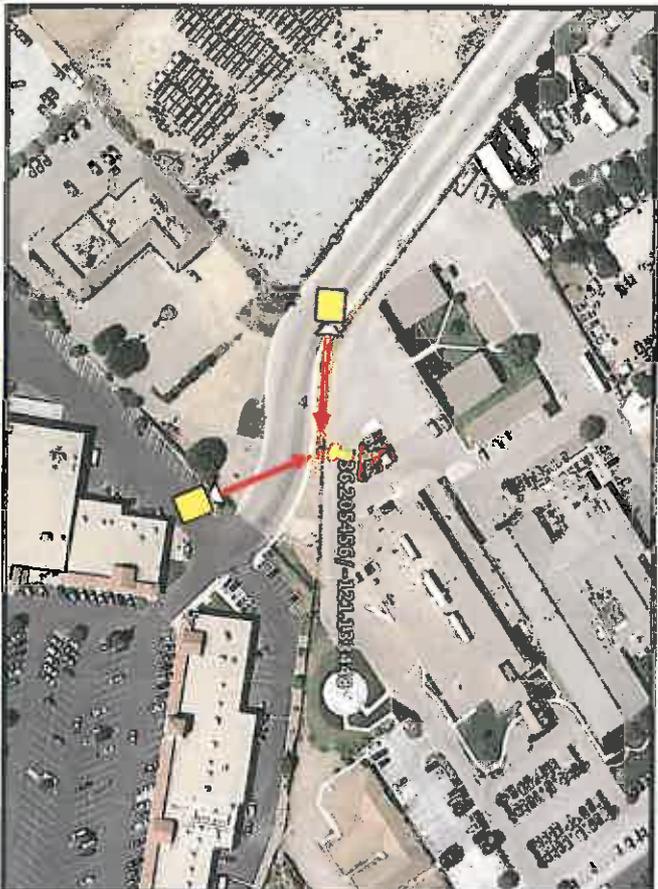
Pole Type: New Steel Pole

Site Description: Existing Right of Way

Location: 242 Franciscan Way,

Simulated Views: 2

King City, CA 93930



Simulation Viewing Locations Lat/Long: 36.205456/-121.133448



Sample Proposed Configuration

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for aesthetic consideration for the proposed installation.



Intelligent Infrastructure

2955 Redhill Ave, Costa Mesa CA 92626
(714) 540-1857

CP 2017-084

Site ID: 9CAB014274

Candidate ID: SF90XSX63D

Pole Type: New Steel Pole

Location: 242 Franciscan Way,
King City, CA 93930



Date: 06/27/17

Page: 2 of 3

mobilitie

Intelligent Infrastructure
2955 Redhill Ave, Costa Mesa CA 92626
(714) 540-1857

WP 2017-084

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for esthetic consideration for the proposed installation.

Site ID: 9CAB014274

Candidate ID: SF90XSX63D

Pole Type: New Steel Pole

Location: 242 Franciscan Way,
King City, CA 93930



Date: 06/27/17

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mobilitie

Intelligent Infrastructure

2955 Redhill Ave, Costa Mesa CA 92626
(714) 540-1857

WR 2017-084

Photo Simulation Proposal

This photographic simulation is intended as a visual guide only. It is not to be used for construction purposes, and should be used for esthetic consideration for the proposed installation.

Site ID: 9CAB014274

Candidate ID: SF90XSX63D

Pole Type: New Steel Pole

Location: 242 Franciscan Way,
King City, CA 93930

EXHIBIT 4



SITE ID-CANDIDATE LETTER/CASCADE ID-CANDIDATE LETTER:

9CAB014274/SF90XSX63D

LATITUDE/LONGITUDE:

36.205456/-121.133448

CROSS STREET:

Franciscan Way and Broadway St

CITY, STATE, ZIP:

242 Franciscan Way, King City, CA 93930



CITY OF KING



IF YOU DO IN ANY STATE
DIAL 311 FOR THE LOCAL
FIRST RESPONDER

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROCEED WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OF ENVIRONMENT. THE PROPOSED FACILITY WILL BE CONSIDERED FOR TRASH DISPOSAL, IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SITE INFORMATION

SHEET:	9CAB014274
CASCADE ID:	SF90XSX63D
LATITUDE:	36.205456
LONGITUDE:	-121.133448
CROSS STREET:	FRANCISCAN WAY AND BROADWAY ST
CITY, STATE, ZIP:	KING CITY, CA 93930
COUNTY:	MONTEREY
MUNICIPALITY:	CITY OF KING CITY
PROPERTY OWNER:	PUBLIC HIGH-SCHOOL
APPLICANT:	MOBILE, INC. 2655 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626

ENGINEER

AMERICAN MANAGEMENT LLC
P.O. BOX 24
RED HILL, CA 94711
TEL: (707) 924-9294
WWW.AMERICANMANAGEMENT.COM

CONCEPT ROBERT WANKS
P.O. BOX 24
RED HILL, CA 94711
TEL: (707) 924-9294
EMAIL: robert.wanks@americanmanagement.com

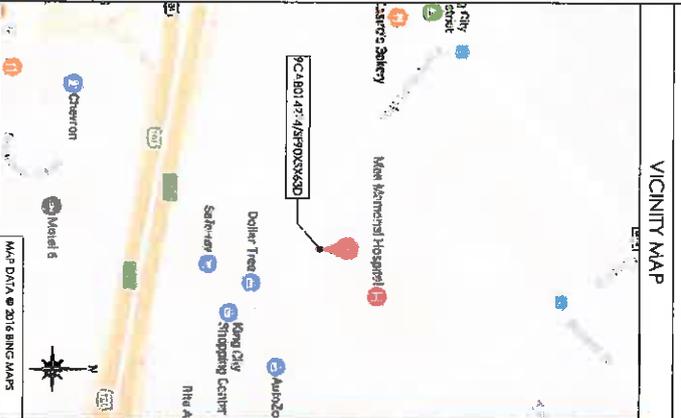
DO NOT SCALE DRAWINGS

CONTRACTORS SHALL VERIFY ALL PLANS, (B) DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

VICINITY MAP



LOCATION MAPS



SITE PHOTO



PROJECT DESCRIPTION

END USER PROPOSES TO INSTALL ANTENNA FACILITY ON A NEW STEEL POLE WITHIN AN EXISTING HIGH-SCHOOL. THE SCOPE WILL CONSIST OF THE FOLLOWING:
- INSTALL PROPOSED SMALL SCALE WIRELESS EQUIPMENT ON A NEW STEEL LIGHT POLE
- INSTALL WIRELESS FEDERAL

CODES

INTERNATIONAL BUILDING CODE
CALIFORNIA BUILDING CODE
LOCAL BUILDING/PLANNING CODE
GENERAL ORDER 95

DRAWING INDEX

SHEET NO.	TITLE SHEET	SHEET TITLE
T-1	OVERALL SITE PLAN	
A-1	EXHIBIT PHOTOS & ENLARGED SITE PLAN	
A-2	POLE ELEVATIONS	
A-3	PLUMBING & RISER DIAGRAM	
A-4	EQUIPMENT DETAILS	
A-5	EQUIPMENT DETAILS	
E-1	ELECTRICAL DETAILS	
E-2	ELECTRICAL PLAN	
G-1	GROUNDING DETAILS	
G-1	GENERAL NOTES	
G-2	GENERAL NOTES	
G-3	GENERAL NOTES	
TC-1	TRAFFIC CONTROL PLAN	

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intelligent infrastructure

MOBILE, INC.
2655 RED HILL AVENUE, SUITE 200
COSTA MESA, CA 92626

MM
American Management LLC
P.O. Box 24
Red Hill, CA 94711
www.americanmanagement.com

PROJECT NO: 9CAB014274
DRAWN BY: J.GODFREYS
CHECKED BY: BAARNS

1	06/29/17	DESIGN REVIEW
2	08/09/17	CONTRACT SIGNATURES
3	08/09/17	FOR CONSTRUCTION

THIS IS NOT A CONTRACT DOCUMENT AND SHOULD NOT BE USED FOR CONSTRUCTION. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER IMMEDIATELY UPON DISCOVERY.

SHEET NAME
9CAB014274
SF90XSX63D
242 Franciscan Way,
King City, CA 93930
Utility Light Pole

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

CUP 2017-004

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION



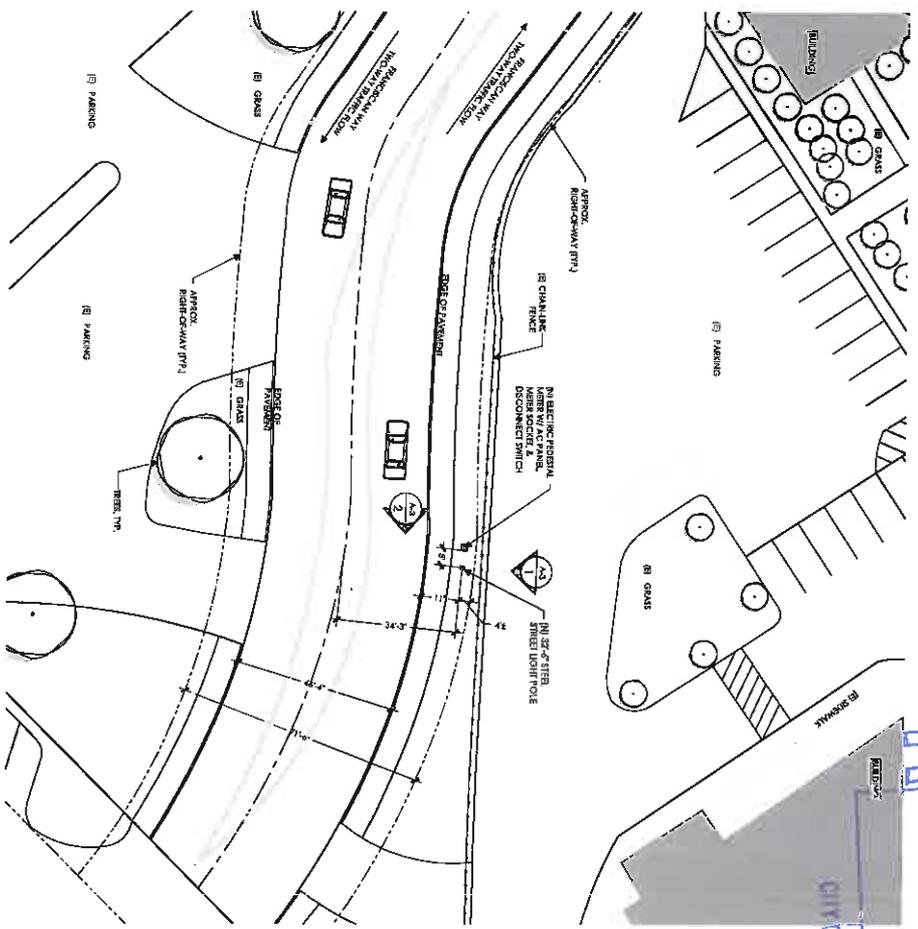
EXHIBIT PHOTO

SCALE
AS SHOWN



AERIAL SITE LOCATION

SCALE
AS SHOWN



ENLARGED SITE PLAN

SCALE
AS SHOWN

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mobilitie
Infrastructure
MOBILITE, INC.
2655 RED HILL AVENUE, SUITE 200
COSTA MESA, CA 92626

MM
Mission Management, LLC
P.O. Box 62
Rm. 100
15025 25th St
www.missionmanagement.com

PROJECT NO: 9CAB014274
DRAWN BY: JACOB RUSSELL
CHECKED BY: E. BARNES

NO.	DATE	DESCRIPTION
1	02/28/17	10% CONSTRUCTION
2		
3		

IF A PART OF THIS PLAN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE AUTHOR, THIS DOCUMENT IS HEREBY PROHIBITED.

SITE NAME
9CAB014274
SF90XSX63D
242 Franciscan Way,
King City, CA 93930
Utility Light Pole

SHEET TITLE
EXHIBIT PHOTOS
ENLARGED SITE PLAN
SHEET NUMBER
A-2

<p>OMNI DIRECTIONAL ANTENNA</p> <p>MANUFACTURER: ALPHA WIRELESS MODEL: AOM-1000 FREQUENCY: 900 MHz POWER: 100W MOUNTING: NEMA</p>	<p>IR4460 UE RELAY</p> <p>MANUFACTURER: ALPHA WIRELESS MODEL: IR4460 FREQUENCY: 900 MHz POWER: 100W MOUNTING: NEMA</p>	<p>NOT USED</p>	<p>IR4460 UE RELAY FLUSH MOUNT</p> <p>MANUFACTURER: ALPHA WIRELESS MODEL: IR4460 FREQUENCY: 900 MHz POWER: 100W MOUNTING: NEMA</p>
<p>AIRSPAN RADIO MOUNT</p> <p>MANUFACTURER: AIRSPAN MODEL: AR-1000 FREQUENCY: 900 MHz POWER: 100W MOUNTING: NEMA</p>	<p>AC LOAD CENTER</p> <p>MANUFACTURER: SIEMENS MODEL: AC-1000 FREQUENCY: 900 MHz POWER: 100W MOUNTING: NEMA</p>	<p>NEMA-3R DISCONNECT SWITCH</p> <p>MANUFACTURER: SIEMENS MODEL: DS-1000 FREQUENCY: 900 MHz POWER: 100W MOUNTING: NEMA</p>	<p>STAINLESS STEEL BANDS</p> <p>MANUFACTURER: SIEMENS MODEL: SB-1000 FREQUENCY: 900 MHz POWER: 100W MOUNTING: NEMA</p>
<p>AIRSPAN RADIO MOUNT</p> <p>MANUFACTURER: AIRSPAN MODEL: AR-1000 FREQUENCY: 900 MHz POWER: 100W MOUNTING: NEMA</p>	<p>NOT USED</p>	<p>NOT USED</p>	<p>NOT USED</p>

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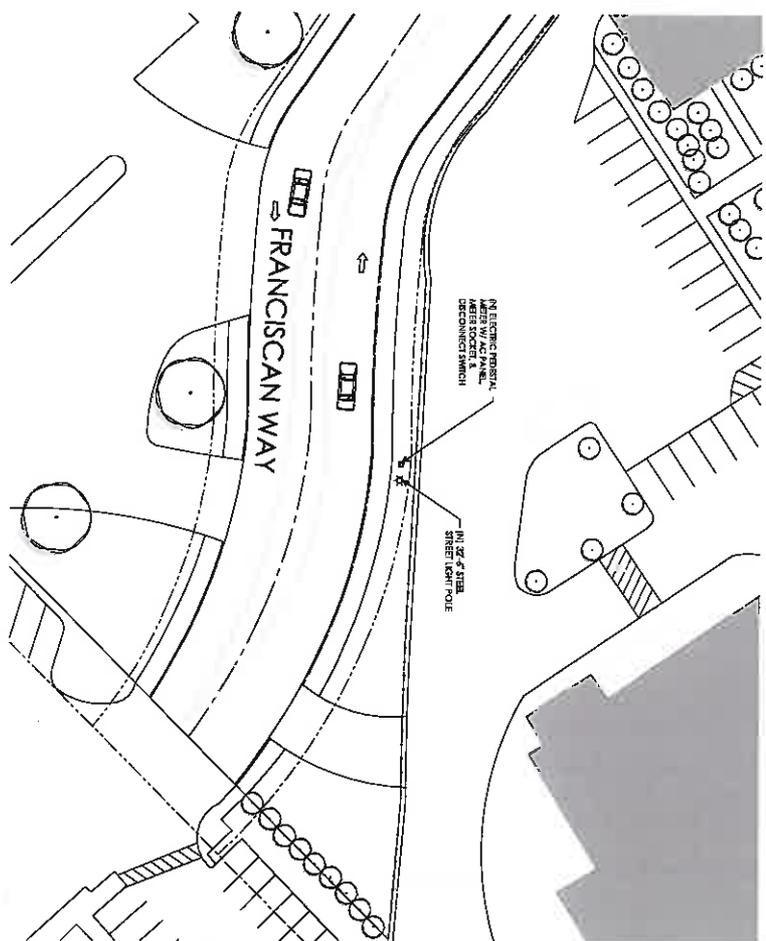
UR2017-004

<p>Mobile Manufacturing 2098 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626 714.943.8224 www.mobilemfg.com</p>	<p>PROJECT NO: 9CAB014274 DRAWN BY: JGD/PHS CHECKED BY: RAK/MS</p>	<p>DATE: 07/20/17 BY: JGD/PHS REVISIONS:</p>	<p>1. 07/20/17 50% CONSTRUCTION DRAWING</p>
<p>1. A. REVIEW OF THE DRAWING AND DESIGN. 2. A. REVIEW OF THE DRAWING AND DESIGN. 3. A. REVIEW OF THE DRAWING AND DESIGN.</p>			
<p>SHEET TITLE: EQUIPMENT DETAILS SHEET NUMBER: A-5</p>			
<p>9CAB014274 SF90XSX83D 242 Franciscan Way, King City, CA 93930 Utility Light Pole</p>			

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 CITY OF KING

POLE INFORMATION

POLE NAME:	SPPROKARD	TBD
POLE TYPE:	WOOD POLE	STEEL POLE
POLE HEIGHT:	32'-0"	N/A
UTILITY TYPES:	36, 25, 45, 6, 12, 1, 13, 14, 48	N/A
PROPOSED ATTACHMENT:	HERSHE	N/A
INITIATION TYPE:		N/A
RECORD POLE NUMBER:		TBD
RECORD POLE DRAFTER:		TBD
RECORD POLE DATE:		N/A
RECORD POLE ON EXISTING POLE:		N/A
POWER PROVIDER:		N/A
REQUIRE TO BRING POWER HOOD TO SITE:		TBD
DATE TO BE POWER HOOD:		TBD
DATE TO BE EXHAUST SYSTEM:		N/A
SPECIAL SITE NOTES:		POWER DISTRIBUTION BOX



LEGEND

*	SITE POLE
○	FIRE HYDRANT
□	VAULT
→	TRAFFIC FLOW

UNDERGROUND UTILITIES NOTE:
 THE LOCATIONS AND DEPTHS OF ANY UNDERGROUND PIPES, STRUCTURES OR CONDUITS SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE UTILITIES REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER UTILITIES NOT SHOWN ON THIS PLAN.

NOT FOR CONSTRUCTION

UTILITY PLAN

UR2017-004

mobile
 Intelligent Infrastructure

MOBILETTE, INC.
 2895 RED HILL AVENUE, SUITE 200
 COSTA MESA, CA 92626

MM

Mobilite Management, LLC
 P.O. Box 62
 85 York, CA 94501
 www.mobilite.com/management

PROJECT NO: 9018014274
 DRAWN BY: J. GOLDLUS
 CHECKED BY: RAMBBS

NO.	DATE	DESCRIPTION
3	06/28/17	DESIGN REVISIONS
2	05/29/17	20% CD REVISIONS
1	05/28/17	50% CONSTRUCTION DRAWING

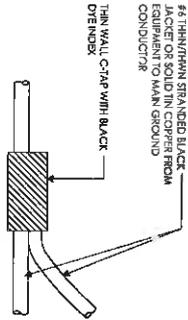
THE LOCATION OF ALL UTILITIES AND STRUCTURES SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE UTILITIES REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER UTILITIES NOT SHOWN ON THIS PLAN.

SITE NAME:
90CAB014274
SF90XSX63D
 242 Franciscan Way,
 King City, CA 93930
 Utility Light Pole

SHEET TITLE:
ELECTRICAL PLAN

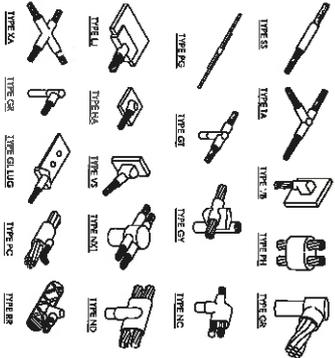
SHEET NUMBER:
E-2

NOTE:
CONTRACTOR TO SURROUND COMPLETE
CONDUCTOR WITH INSULATION TO ENSURE
WEATHER PROOF CONNECTION.



C-TAP DETAIL

SCALE: 1
NOT TO SCALE



NOTE:
ERICO EXOTHERMIC WELD TYPES SHOWN HERE ARE EXAMPLES. CONSULT WITH PROJECT MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.

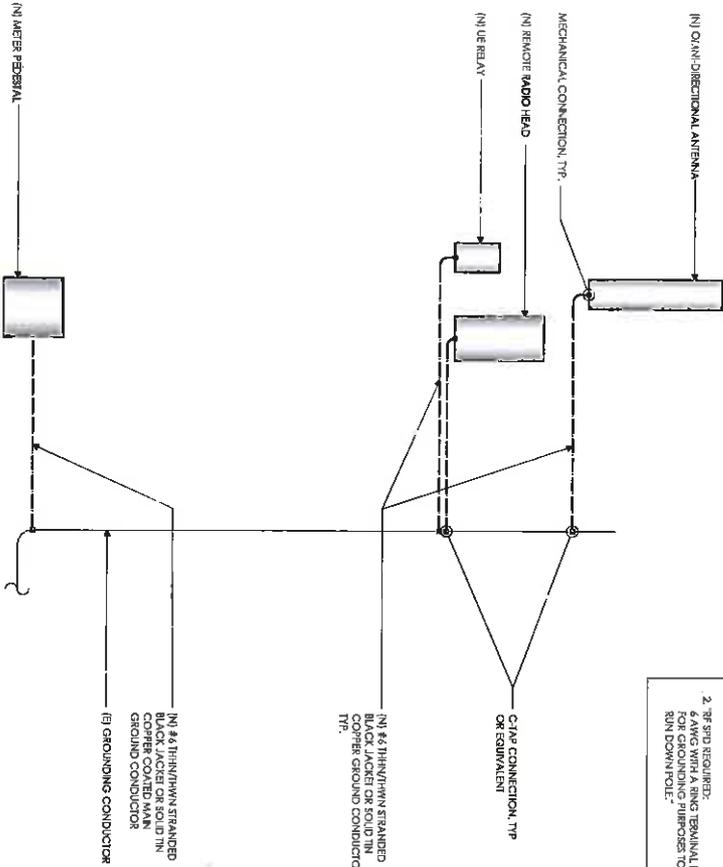
1. GROUND BONDS: ALL BONDS ARE TO BE MADE WITH #6 AWG STRANDED COPPER IN GREEN INSULATION. (A1P17/2416 / 7.42)
2. EXTERIOR LINE BONDS: ALL METALLIC OBJECTS SHALL BE BONDED TO THE GROUND ROD. (A1P17/2416 / 7.12A)
3. GROUND ROD: UL LISTED COPPER CLAD STEEL GROUND ROD WITH MINIMUM DIAMETER OF 5/8" AND MINIMUM LENGTH OF 8 FEET. ALL GROUND RODS MAY BE INSTALLED WITH INSPECTION SERVICES. GROUND RODS SHALL BE DRIVEN TO A MINIMUM DEPTH OF 30" BELOW GRADE OR 6 INCHES BELOW FLOOR LINE. (A1P17/2416 / 1.4 / 2.2, 3, 10)

AERIAL SITE LOCATION

SCALE: 2
NOT TO SCALE

GROUNDING SCHEMATIC DETAIL

SCALE: 3
NOT TO SCALE



NOTES:
1. ALL GROUND CONDUCTORS TO BE #4 THRU/THRU STRANDED BLACK JACKET OR SOLID TIN COPPER UNLESS OTHERWISE NOTED OR REQUIRED BY EQUIPMENT MANUFACTURER.
2. 3E SPD REQUIRED.
3. 6 AWG WITH A RING TERMINAL IS PROVIDED FOR GROUNDING PIPES TO MAIN GROUND RIN DOWN ROLE.

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Infrastructure
MOBILE, INC.
SUITE 200
2855 RED BLISS AVENUE
COSTA MESA, CA 92626

MM
Morgan Matthews
10,000 Wilshire Blvd.
P.O. Box 82
Santa Monica, CA 90406
www.morganmatthews.com

PROJECT NO: 9CAB014274
DRAWN BY: J.GOLDLUST
CHECKED BY: R.FANNIN

1	04/28/17	20% CD REVISIONS
2	04/28/17	50% CD REVISIONS
3	04/28/17	90% CD REVISIONS
4	05/02/17	100% CONSTRUCTION DRAWING

IT IS A GOOD PRACTICE OF THE INDUSTRY FOR CONTRACTORS TO VERIFY THE ACCURACY OF ALL INFORMATION AND TO OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES BEFORE THE COMMENCEMENT OF THE PROJECT.

SITE NAME
9CAB014274
SF90XSX63D
242 Franciscan Way,
King City, CA 95930
Utility Light Pole

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-1

GENERAL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL BUILDING CODE, THE LATEST ADOPTED EDITION AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
2. CONTRACTOR SHALL CONSTRUCT SITE IN ACCORDANCE WITH THE EXISTING PLANS AND LATEST MOBILE CONSTRUCTION STANDARDS. THE SPECIFICATION TO THE BUILDING DOCUMENTS AND LATEST MOBILE CONSTRUCTION STANDARDS SHALL BE THE BASIS FOR THE CONTRACTOR'S WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILE CM PRIOR TO THE COMMENCEMENT OF WORK.
3. CONTRACTOR SHALL VISIT THE JOB SITE AND SHALL FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE WORK AND SHALL MAKE PROVISIONS AS TO THE COST OF ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND COMBINING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN, PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILE CM PRIOR TO THE COMMENCEMENT OF WORK.
4. IF IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION, CONTRACTOR IS REQUIRED TO FURNISH AND INSTALL ANY MATERIALS FOR A COMPLETE AND FULLY FUNCTIONAL SYSTEM SUBJECT ONLY TO OWNER-SUPPLIED ITEMS. CONTRACTOR SHALL PROVIDE ANY ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
5. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
6. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE IT IS CRITICAL TO FIELD VERIFY DIMENSIONS AND OR DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ANY DISCREPANCIES TO THE ATTENTION OF THE MOBILE CM IN WRITING, PRIOR TO THE COMMENCEMENT OF WORK.
7. DETAILS REQUIRED FOR THE PERFORMANCE OF WORKING DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO MEET JOB DEMANDS ON SITE CONDITIONAL, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
8. CONTRACTOR SHALL OBTAIN PERMITS, FEES, INSPECTIONS AND TESTING, MATERIALS AND THE COMMENCEMENT OF WORK.
9. THE TERM "PROVIDE" USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
10. CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE WRITING AUTHORIZATION TO PROCEED BEFORE PERFORMING WORK ON ANY FIELD AND DESIGN DETAIL OR DEFINED BY THE CONTRACT DOCUMENTS.
11. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING ACCEPTED CONSTRUCTION METHODS AND A PROFESSIONAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADVISORY AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
13. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE MOBILE CM AND SCHEDULE THEIR ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS.

14. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THEIR WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
15. CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
16. CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT SURFACES, EQUIPMENT, APPURTENANCES, PIPING ETC. AND IMMEDIATELY REPORT TO NEW CONSTRUCTION, ANY DAMAGE THAT OCCURS DURING CONSTRUCTION AT THE SOLE COST OF THE CONTRACTOR.
17. IN DRILLING HOLES, OR CORING, INTO CONCRETE WHETHER FOR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPES, ETC., IT MUST BE CLEARLY UNDERSTOOD THAT REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES UNLESS NOTED OTHERWISE. ALL PENETRATIONS SHALL BE MADE IN ACCORDANCE WITH THE MOBILE CM AND SHALL BE RELOCATED BY THE CONTRACTOR DURING A PERIOD OF EQUIPMENT PRIOR TO ANY DRILLING OR CORING OPERATIONS IN RE CONCRETE.
18. CONTRACTOR SHALL REPAIR TO NEW CONDITION, ALL RE WALL SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND WITH ADJACENT SURFACES.
19. CONTRACTOR SHALL BE RESPONSIBLE THROUGHOUT FOR THE PROTECTION OF MATERIALS AND EQUIPMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
20. CONTRACTOR SHALL KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS. CONTRACTOR SHALL NOT STORE OR FURNISH MATERIALS ON THE PROPERTY FROM PAINT, SPOTS, DUST, OR SANDS OF ANY NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
21. MINIMUM BOND REQUIRE OF A TENNA CALL IS SHALL BE IN ACCORDANCE WITH CABLE MANUFACTURER'S RECOMMENDATION.
22. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE SITE DURING CONSTRUCTION. REGION WITH JURISDICTION, OR STATE TO DETERMINE CONTRACTOR SHALL BE IN CONFORMANCE WITH LOCAL REGULATIONS AND COORDINATED WITH LOCAL REGULATORY AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ANY REGION CONTROL MEASURES, RECORD KEEPING, MONITORING, AND REPORTING TO THE OWNER AND REGULATORY AGENCIES.
23. ALL CONSTRUCTION WORK IS TO ADHERE TO APPLICANT'S INTEGRATED CONSTRUCTION STANDARDS UNLESS STATE OR LOCAL CODE IS MORE STRINGENT.
24. THE INTENT OF THESE PLANS AND SPECIFICATIONS IS TO PERFORM THE CONSTRUCTION IN ACCORDANCE WITH THE BUILDING STANDARDS CODE AND STATE CODE OF REGULATIONS. SHOULD ANY CONDITIONS DEVELOP NOT COVERED BY THE APPROVED PLANS AND REGULATIONS, THE CONTRACTOR SHALL NOT COMPLY WITH THE STATE CODE OF REGULATIONS. A SCOPE OF WORK DEFINING AND SPECIFYING THE REQUIRED WORK SHALL BE REQUIRED. A CHANGE ORDER FOR THAT SCOPE SHALL BE SUBMITTED TO THE MOBILE CM PRIOR TO PROCEEDING WITH THE WORK.
25. ADEQUATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED BY THE CONTRACTOR FOR PROTECTION AGAINST PUBLIC LOSS AND ANY AND ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
26. CONTRACTOR SHALL GUARANTEE ANY ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE. ANY CORRECTIVE WORK SHALL BE COMPLETED AT THE SOLE COST OF THE CONTRACTOR.

ELECTRICAL NOTES:

1. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY ALL ELECTRICAL WORK UNLESS ANY ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOBILE CONSTRUCTION STANDARDS. THE SPECIFICATION TO THE BUILDING DOCUMENTS AND LATEST MOBILE CONSTRUCTION STANDARDS SHALL BE THE BASIS FOR THE CONTRACTOR'S WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILE CM PRIOR TO THE COMMENCEMENT OF WORK.
2. ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE WORK AND SHALL MAKE PROVISIONS AS TO THE COST OF ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND COMBINING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN, PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILE CM PRIOR TO THE COMMENCEMENT OF WORK.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) AND ALL OTHER APPLICABLE CODES AND ORDINANCES. POWER AT THE SPONGE COMPANIES HAS TO BE PROVIDED AND SHALL INCLUDE BUT ARE NOT BE LIMITED TO:
 - A) U - UNDERWRITERS LABORATORIES
 - B) NEC - NATIONAL ELECTRICAL CODE
 - C) NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
 - D) OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT
 - E) SFC - STANDARD BUILDING CODE
 - F) NFPA - NATIONAL FIRE PROTECTION AGENCY
 - G) ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE
 - H) IEEE - INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
 - I) ASHRAE - AMERICAN SOCIETY FOR HEATING MECHANICAL
4. REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT AND CONFORM WITH MOBILE CM ANY SITES AND LOCATIONS WHEN NEEDED.
5. IF SERVICES: CONTRACTOR SHALL NOT INTERRUPT IS SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
6. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY ANY ALL REQUIREMENTS, SCHEDULED DOWN TIME FOR THE OWNER'S CONFIRMATION, ETC... ANY ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE MOBILE CM PRIOR TO BEGINNING ANY WORK.
7. MANHOLE WIRE SERVICES SHALL BE AT 12 INCH, NOT INCLUDING CONTROL WIRING, UNLESS NOTED OTHERWISE. ALL CONTRACTORS SHALL BE CONFER WITH PERMITS, INSULATION, UNLESS OTHERWISE NOTED.
8. OUTLET BOXES SHALL BE PRESSED STEEL, IN DRY LOCATIONS, CAST ALLOY WITH INSULATION, UNLESS OTHERWISE NOTED.
9. IF IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION, CONTRACTOR IS REQUIRED TO FURNISH AND INSTALL ALL MATERIALS FOR A COMPLETE AND FULLY FUNCTIONAL SYSTEM SUBJECT ONLY TO OWNER-SUPPLIED ITEMS. CONTRACTOR SHALL PROVIDE ANY ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
10. ELECTRICAL SYSTEM SHALL BE AS COMPLETED AND EFFECTIVELY GROUNDED, AS REQUIRED BY SPECIFICATIONS, SET FORTH BY APPLICANT.
11. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN ACCORDANCE WITH THE MOBILE CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
12. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.

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CITY OF KING

09/2017-004

 <p>MOBILETTE, INC. 2295 REDWOOD BLVD, SUITE 200 COSTA MESA, CA 92626</p>		<p>Mobilette, Inc. 10000 E. 15th St Denver, CO 80231 www.mobilette.com/moq/moq.html</p>
<p>PROJECT NO: 90CAB014274</p> <p>DRAWN BY: JACOB RUSSELL</p> <p>CHECKED BY: BAARUS</p>	<p>DATE: 08/20/17</p> <p>DATE: 08/20/17</p> <p>DATE: 08/20/17</p>	<p>IF A PORTION OF THIS DOCUMENT IS REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE CONTRACTOR, IT IS PROHIBITED.</p> <p>SHEET TITLE: 90CAB014274</p> <p>GENERAL NOTES: SFPOXSX33D</p> <p>242 Francisman Way, King City, CA 95930</p> <p>Utility Light Pole</p>

ELECTRICAL NOTES CONTD

13. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED BY THE CONTRACTOR WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPAIR OR THE REPAIR OF ANY OTHER PORTION OF THE INSTALLATION, WHICH MAY HAVE BEEN DAMAGED THEREIN.
14. CONTRACTOR SHALL PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED.
15. DRILING AND BACK FILL CONTRACTOR SHALL PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COUPLING. REFER TO NOTES AND REQUIREMENTS EXCAVATION AND BACKFILLING.
16. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF ALL APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND IEEE.
17. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURER'S CATALOG INFORMATION OF ANY/ALL EQUIPMENT AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE MOBILE CEM PRIOR TO INSTALLATION.
18. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND REPORTED TO THE SATISFACTION OF THE MOBILE CEM UPON FINAL ACCEPTANCE.
19. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY PREPARED DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
20. DISCONNECT SWITCHES SHALL BE UL RATED, UPS RATED READY-DUTY, QUICK-ACT AND QUICK-BREAK SWITCHES, AS REQUIRED BY SPECIFIER TYPE.
21. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND KNOWN AS NO-CORDE, BY DESIGNER: E-TECHNICAL CO. COAT ALL WIRE STRIPS THAT ARE TO BE EXPOSED TO THE AIR INCLUDING GROUND BARS, INCLUDING GROUND BARS, SHALL BE HEATED - NO SUBSTITUTIONS.
22. RACEWAYS, CONDUIT SHALL BE SCHEDULE 80 RACEMAN OR EXCEEDING NEMA 122- AND PROVIDING SEPARATE FULL STROKE 200 LB FT FOR EACH END OF THE CONDUIT CONDUIT BENDS SHALL BE A MINIMUM OF 2 FT. RADUS. FOR CONDUIT WITH SPECIFIED SHALL MEET U-4 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH RIBBED RIGID CONDUIT. COAT ALL THREADS WITH BRITTE PASTE OR "COLD GALV".
23. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
24. CONDUCTORS CONTRACTOR SHALL USE 90°C CONDUCTIVITY COPPER WITH TYPE THHN INSULATION UNLESS OTHERWISE NOTED. ALL CONDUCTORS SHALL BE THE CORRECT MECHANICAL TERMINAL USOR FOR NO. 8 AWG AND LARGER.
25. CONDUCTORS FOR POWER CONDUCTORS, CONTRACTOR SHALL USE PRECISE TYPE INSTALLED TWINION CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLID BRASS MECHANICAL TERMINAL USOR FOR NO. 8 AWG AND LARGER.
26. SERVICE AS SPECIFIED ON THE DRAWINGS. OWNER OR OWNER'S AGENT WILL APPLY FOR POWER. ALL PROVISIONS FOR BATTERY POWER WILL BE OBTAINED BY THE CONTRACTOR.
27. TELEPHONE OR FIBER SERVICE CONTRACTOR SHALL PROVIDE EARTH CONDUITS WITH FULL STRIKES AS INDICATED ON DRAWINGS.
28. ELECTRICAL AND TELECOM/FIBER RACEWAYS TO BE BURIED A MINIMUM DEPTH OF 36" UNLESS OTHERWISE NOTED.
29. CONTRACTOR SHALL PLACE A WIDE DEGREEABLE WARNING TAPE AT A DEPTH OF 6" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL AND TELECOM SERVICE CONDUITS. CAUTION TAPE TO READ "CAUTION BURIED ELECTRIC OR BURIED TELECOM".
30. ALL BOTS SHALL BE 316 STAINLESS STEEL.
31. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY PREPARED DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

1. ALL HARDWARE SHALL BE 316 STAINLESS STEEL, INCLUDING LOCK WASHERS.
2. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND, AS SPECIFIED, BEFORE PAINTING. ALL HARDWARE SHALL BE STAINLESS STEEL 3/8 INCH DIAMETER OR LARGER.
3. FOR GROUND BOND TO STEEL ONLY, USE 1/4" GALVANIZED FLAT WASHER BETWEEN LUG AND STEEL. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE PAINTING.
4. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING.
5. ALL ELECTRICAL AND GROUNDING AT THE POLE SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE, NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 700 (LATEST EDITION), AND MANUFACTURER'S INSTRUCTIONS.
6. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION SHALL NOT BE TO THE SPECIFIC CONDITIONS.
7. GROUND ALL ANTI-RUN BASES, FRAMES, CABLE RIMS, AND OTHER METALLIC COMPONENTS TO GROUND. CONTRACTOR SHALL FOLLOW ANTI-RUN AND HIS MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS.
8. ALL GROUND CONNECTIONS SHALL BE #4 AWG UNLESS OTHERWISE NOTED. ALL WIRES SHALL BE SOLID IN COATED OR SHUNDED GREEN INSULATED WIRE.
9. CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE. TO OBTAIN MAXIMUM PROVIDE SUPPLEMENT GROUNDING RODS AS REQUIRED TO MEET THE SPECIFIED RESISTANCE TO GROUNDING AND OTHER OPTIONAL TESTING WILL BE WITHHELD BY THE MOBILE CEM.
10. NOTIFY ARCHITECT/ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
11. ALL HORIZONTAL BILG GROUNDING CONDUCTORS SHALL BE INSTALLED A MINIMUM OF 30" BELOW GRADE. IF BILG FROM THE GROUNDING ROD IS REQUIRED TO BE INSTALLED, IT SHALL BE COMPACTED AS REQUIRED BY ARCHITECT/ENGINEER.
12. ALL GROUND CONDUCTORS SHALL BE RUN AS STRAIGHT AND SHORT AS POSSIBLE, WITH A MINIMUM 12" BENDING RADIUS NOT LESS THAN 90 DEGREES.
13. ACCEPTABLE CONNECTIONS FOR GROUNDING SYSTEM SHALL BE: BURNED, HYDRAULIC, LISTED CONNECTIONS FOR USE ON 1/2" OR 3/4" APPROVED BY ARCHITECT/ENGINEER PROJECT MANAGER.
14. CATHODE PROTECTION WELDS (WELDED CONNECTIONS), ONE (1) HOLE TAPPED COPPER COMPRESSION (LONG BARRELL) FITTINGS.
15. ALL CARRIER CONNECTIONS SHALL HAVE EMBEDDED MANUFACTURER'S TRADEMARK VISIBLE AT THE CRIMP. RESULTING FROM USE OF PROPER CRIMPING DEVICES AND NOT FROM PROTECTED WITH HEAT SHRINK.
16. ALL CONNECTION HARDWARE SHALL BE TYPE 316 STAINLESS STEEL (NOT AFFECTED TO MAGNETISM).
17. ELECTRICAL SERVICE EQUIPMENT GROUNDING SHALL COMPLY WITH NEC, ARTICLE 250.52 AND SHALL LEAD TO ALL (E) AND NEW GROUNDING ELECTRODES. NEW GROUNDING ELECTRODES SHALL INCLUDE BUT NOT LIMITED TO GROUND RODS.

TESTING AND EQUIPMENT TURN UP REQUIREMENTS:

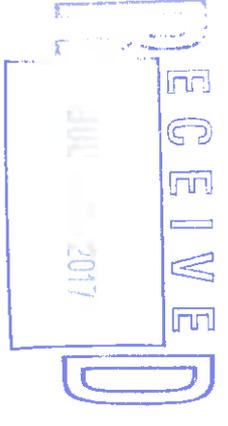
1. RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HALL EQUIPMENT TESTING WILL COMPLY WITH CURRENT INDUSTRY STANDARDS AND OR THOSE STANDARDS OF THE EQUIPMENT MANUFACTURER OR PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
2. CONTRACTOR WILL USE THE APPROPRIATE CALIBRATED TESTING EQUIPMENT IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HALL EQUIPMENT THAT MEET INDUSTRY STANDARDS OF THE MANUFACTURER OR THOSE STANDARDS PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
3. CONTRACTOR TO VERIFY AND RECORD ALL TEST RESULTS AND PROVIDE THESE RESULTS WITHIN THE FINAL CLOSE OUT PACKAGE.
4. ALL PERSONNEL INVOLVED IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HALL EQUIPMENT SHALL BE REQUIRED TO HAVE BEEN TRAINED AND OR CERTIFIED IN THE PROPER TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HALL EQUIPMENT.

EQUIPMENT:

1. ALL TEST RESULTS SHALL BE TIME STAMPED, RECORDED AND PRESENTED PRIOR TO ENERGIZING AND TURN UP OF ANY EQUIPMENT.
2. EQUIPMENT IS NOT TO BE TESTED OR ATTACHED TO ANY CABLE DURING TESTING. EQUIPMENT SO WILL DAMAGE THE GRS UNIT.
3. PRIOR TO TESTING IF THE CONTRACTOR HAS ANY QUESTIONS ABOUT THE TESTING PROCEDURES THEY ARE TO CALL AND OBTAIN ASSISTANCE FROM A QUALIFIED DESIGNATED TESTING REPRESENTATIVE.
4. EQUIPMENT IS NOT TO BE ENERGIZED UNTIL ALL TESTING HAS BEEN COMPLETED, APPROVED AND THE APPROPRIATE AUTHORITY HAS BEEN NOTIFIED AND GIVES APPROVAL TO ENERGIZE THE EQUIPMENT.

SITE WORK NOTES:

1. DO NOT RECLAIM OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES UNLESS OTHERWISE NOTED.
2. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON A SCHEDULE DRAWINGS BY GENERAL CONTRACTOR AND SUBMITTED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
3. ALL (E) UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION OR THE INFORMATION PROVIDED BY THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL (E) UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING (E) UTILITIES.
4. CONTRACTOR SHALL VERIFY ALL (E) UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER OR MOBILE CEM FOR RESOLUTION AND INSTRUCTIONS. AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS RESOLVED. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SECURE SUCH INFORMATION MEANS CONTRACTOR WILL HAVE WORKED AT THEIR OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL UTILITY LOCAL FOR LINE, SUCH AS 811, FOR UTILITY LOCATIONS A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
5. ALL NEW AND (E) UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK. ANY CORRECT RELATED TO ADJUSTING (E) STRUCTURES SHALL BE BORNE SOLELY BY THE CONTRACTOR.
6. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO (E) GRADES AT THE GRADING LIMITS.
7. ALL TEMPORARY REQUIREMENTS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC. SHALL BE PROMPTLY REMOVED AND BACK OR RECLAIMED IN ACCORDANCE WITH CURRENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.



 <p>MOBILITTE INC. 2935 RED TAIL AVENUE, SUITE 200 OSHTON MESA, CA 92583</p>	 <p>Mobilette Manufacturing LLC 10000 W. 10th St Red Yew, CA 92711 www.mobilette.com/mobility</p>	<p>PROJECT NO: 9CAB014274 DRAWN BY: J.GODOLINS CHECKED BY: R.BARRIS</p>	<p>1. ORIGINAL REVISIONS 2. 05/20/17 20% CO-ORDINATION 3. 05/28/17 75% CONSTRUCTION NOTES</p>
<p>9CAB014274 \$190X\$63D 242 Franciscan Way, King City, CA 93930 Utility Light Pole</p>		<p>SHEET TITLE GENERAL NOTES</p> <p>SHEET NUMBER GN-2</p>	

SITE WORK NOTES CONT'D

8. STRUCTURAL FILL SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 98% OF MAXIMUM STANDARD PROCTOR DRY DENSITY UNLESS OTHERWISE NOTED.
9. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREAS TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
10. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS, THE LIFT THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT THE ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
11. ANY FILL PLACED ON E1 SLOPES THAT ARE STEEPER THAN 1 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE E1 SLOPES AS DECIDED BY A GEOTECHNICAL ENGINEER.
12. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO DEBRIS, PAPER, OR OTHER LITTER IS OBSERVED. ALL DEBRIS SHALL BE REMOVED FROM THE SITE. MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.
13. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
14. ALL SITEWORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL JURISDICTION ON THE LOCATION.
 - 1. ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH ISSUED PERMITS, THE ENVIRONMENTAL NOTES.
 - 2. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND NEIGHBORHOODS. EROSION CONTROL MEASURES SHALL BE MAINTAINED IN PLACE THROUGH FINAL JURISDICTION INSPECTION & RELEASE OF SITE.
 - 3. CONTRACTOR SHALL INSTALL CONSTRUCT ALL NECESSARY SEDIMENT/AIT CONTROL FENCING AND PROTECTIVE MEASURES AS REQUIRED BY THE LOCAL JURISDICTION WITHIN THE LIMITS OF THE DISTURBANCE PRIOR TO CONSTRUCTION.
 - 4. NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY, THE CONTRACTOR IS RESPONSIBLE FOR FENCING MAY BE REQUIRED IN ANY AREAS SUBJECT TO EROSION.
 - 5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF DRAINAGE TO PREVENT ANY DAMAGE TO ADJACENT PROPERTY AS A RESULT OF EROSION WHICH IS CORRECTED AT THE CONTRACTORS EXPENSE.
 - 6. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS AND ANY REPAIRS OF ALL SEDIMENT CONTROL MEASURES INCLUDING REGULAR REMOVAL AS NECESSARY.
 - 7. CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE HELD TO A MINIMUM. ONE TREE NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
 - 8. SEEDING AND MULCHING AND/OR SOILING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE PROJECT FACILITIES AFFECTING LAND DISTURBANCE.
 - 9. CONTRACTOR SHALL PROVIDE ALL REGIONAL AND SEMI-ANNUAL CONTROL MEASURES AS REQUIRED BY LOCAL, COUNTY AND STATE CODES AND ORDINANCES TO PREVENT EROSIONS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PANS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, SUCH MEASURES AS SILT FENCES, STORM BALE SEDIMENT BARRIERS, AND CHECK DAMS.

FOUNDATION, EXCAVATION AND BACKFILL NOTES:

1. ALL RURAL GRADED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL UNLESS OTHERWISE NOTED.
2. BACKFILL OF POLE SHALL BE PERFORMED IN ONE OF THREE OPTIONS:
 - A. PREPARED MANHOLE INDUSTRIES POLYESTER FIBER SHALL BE INSTALLED PER 1/4" LAYERS OF SOIL. SOIL SHALL ALWAYS BE USED FOR POLE SOILS.
 - B. A SECONDARY CONCRETE REINFORCED MONOLITH CONCRETE APPROVAL ALLOWABLE FOR CONCRETE REINFORCED MONOLITH CONCRETE APPROVAL REMOVE FROM SOLE AREA AND SHALL NOT BE REUSED FOR BACKFILL.
3. ALL EXCAVATIONS PREPARED FOR PLACEMENT OF CONCRETE SHALL BE OF UNDISTURBED SOIL, SUSTAINABLY HORIZONTAL AND FREE FROM ANY LOOSE UNDESIRABLE MATERIAL OR ROOTS SOILS, AND WITHOUT THE REMOVAL OF FROTHING WHEN REQUIRED. COMPACTION OF SOILS UNDER CONCRETE PAD FOUNDATIONS SHALL NOT BE LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE SOIL IN ACCORDANCE WITH ASTM D1557.
4. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC OR UNSATURABLE MATERIAL. IF ADEQUATE BEARING CAPACITY IS NOT ACHIEVED AT THE DESIGNED FOOTING DEPTH, THE INSUFFICIENT SOIL SHALL BE EXCAVATED TO ITS GRANULAR MATERIAL OR THE EXCAVATION SHALL BE FILLED WITH CONCRETE TO STABILIZE THE BOTTOM OF THE EXCAVATION. ANY STONE SUB BASE MATERIAL IF USED SHALL NOT SUBSTITUTE FOR REQUIRED THICKNESS OF CONCRETE.
5. ALL EXCAVATIONS SHALL BE CLEAN OF UNSATURABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH PRIOR TO BACK FILLING. BACK FILL SAND AND GRAVEL OR EQUIVALENT SHALL BE USED TO BACK FILL SANDY CLAY, OVER 2 1/2" MAX DIMENSIONS. ALL BACK FILL SHALL BE PLACED IN COMPACTED LAYERS.
6. ALL FILL MATERIALS AND FOUNDATION BACK FILL SHALL BE PLACED IN MAXIMUM 6" THICK LIFTS BEFORE COMPACTION. EACH LIFT SHALL BE WETTED IF REQUIRED AND COMPACTED TO NOT LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR SOIL IN ACCORDANCE WITH ASTM D1557.
7. NEWLY PLACED CONCRETE FOUNDATIONS SHALL CURE A MINIMUM OF 72 HRS PRIOR TO BACK FILLING.
8. FINISHED GRADING SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AND PREVENT STANDING WATER. THE FINAL FINISH ELEVATION OF SLAB FOUNDATIONS SHALL BE 1" ABOVE FINISH ELEVATION OF THE CENTER FINISH FLOOR GRADE ELEVATION. REMOVE SURFACE TILL GRAVEL TO EXPOSE FINISH GRADE ELEVATIONS WHERE REQUIRED.
9. NEWLY GRADED GRAVY SURFACE AREAS TO RECEIVE GRAVEL SHALL BE COVERED WITH GEOTEXTILE FABRIC (PER TYPE) AND AS MANUFACTURED BY TYPICAL DESIGNER OR ANY APPROVED EQUIVALENT. SHOW ON PLAN, THE GEOTEXTILE FABRIC SHALL BE BLACK IN COLOR TO CONTROL THE REFLECTANCE OF THE SURFACE. THE FABRIC SHALL BE EXTENDED TO WITHIN 1 FOOT OUTSIDE THE PERIMETER OF THE GRAVEL. ALL FABRIC SHALL BE COVERED WITH A MINIMUM OF 6" DEEP COMPACTED STONE OR GRAVEL AS SPECIFIED. IE FOOT TYPE NO. 57 FOR FENCED CONCRETE FOOT TYPE NO. 67 FOR ACCESS DRIVE AREA, UNLESS OTHERWISE NOTED.
10. IN ALL AREAS TO RECEIVE FILL REMOVE ALL VEGETATION, TOP SOIL, DEBRIS, WEEDS AND UNSATURATED SOIL MATERIALS. OBSTRUCTIONS, AND DISTURBED SURFACES DEEPER THAN 1" VERTICAL SHALL BE REMOVED. EXPOSED TILL MATERIAL WILL BIND WITH PREPARED SOIL SURFACE.

11. WHEN SUB GRADE OR PREPARED GROUND SURFACE HAS A DENSITY LESS THAN THAT REQUIRED, FILL WITH APPROVED MATERIAL TO MEET THE REQUIRED DENSITY AND RECOMPACT TO THE REQUIRED DENSITY PRIOR TO PLACEMENT OF FILL.
12. IN AREAS WHICH (E) GRAVEL SURFACE IS REMOVED OR DAMAGED DURING CONSTRUCTION OPERATIONS, REPLACE GRAVEL SURFACING TO MATCH ADJACENT.
13. GRAVEL SURFACING AND RESTORED TO THE SAME THICKNESS AND COMPACTION AS REQUIRED. ALL RESTORED GRAVEL SURFACING SHALL BE FREE FROM CORROSIONS AND WAVES.
14. (E) GRAVEL SURFACING MAY NOT BE REUSED.
15. GRAVEL SUB SURFACE SHALL BE PREPARED TO REQUIRED COMPACTION AND RECOMPACTION AS REQUIRED. ANY LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED AND ANY DEPRESSIONS IN THE SUB GRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUB GRADE.
16. PROJECT (E) GRAVEL SURFACING AND SUB GRADE IN AREAS WHERE EQUIPMENT LOADS WILL EXCEED USE PLANNING MATS OR OTHER SUITABLE PROTECTION SHALL BE INSTALLED. EQUIPMENT LOADS AS MAY BE NECESSARY. REPAIR ANY DAMAGE TO THE SURFACE OF THE SUB GRADE WHERE SIGN DAMAGE IS DUE TO THE CONTRACTORS OPERATIONS.
17. DAMAGE TO E1, E2, E3, E4, AND/OR OTHER AREAS RESULTING FROM CONTRACTORS OPERATIONS SHALL BE REPAIRED AND/OR RESTORED TO THE ORIGINAL SATISFACTION AT NO ADDITIONAL COST TO THE CONTRACTOR.
18. ALL SITE E1, E2, E3, E4, AND/OR OTHER AREAS SHALL BE INCLUDED IN THE BID. EXCEPT MATERIAL AND UNDERLIE MATERIAL SHALL BE DESIGNED OFF SITE AT LOCATION APPROVED BY GOVERNING AGENCIES AT NO ADDITIONAL COST TO THE CONTRACTOR.

MISCELLANEOUS MATERIALS

1. FROM TIME TO TIME IF IT MAY BE NECESSARY TO MAKE MINOR ADJUSTMENTS TO EXCAVATIONS, THE LEVEL OR PLACE ANTENNA MOUNTS AND EQUIPMENT TO MEET SPECIFICATIONS, HAVING TO OBTAIN OR SPACE A BRACKET OR MOUNT DUE TO FLANGES AND/OR OTHER SMALL PROHIBITIONS ON A POLE TOP ASSEMBLY.
2. ANY MATERIALS, NUTS, BOLTS, SHIMS OR BRACKETS USED TO ACCOMMODATE ADJUSTMENTS TO ANTENNA MOUNTS AND EQUIPMENT MUST BE PERMANENTLY AFFIXED, BOLDED TO THE MOUNT, BRACKET OR POLE, AS NEAR TO REMOVE A FALL HAZARD.
3. ALL MATERIALS, NUTS, BOLTS, SHIMS OR BRACKETS USED IN ANY WORK ADJUSTMENTS MUST BE EITHER STAINLESS STEEL OR GALVANIZED. HALF WASHERS ARE PROHIBITED.
4. ANY MINOR ADJUSTMENTS TO ACCOMMODATE ANTENNA MOUNTS AND EQUIPMENT SHOULD BE DONE IN A PROFESSIONAL MANNER WITH SAFETY AND IDENTIFIED IN HAND.
5. SHOULD YOU HAVE ANY QUESTIONS CONTACT YOUR ASSIGNED CONSTRUCTION PROJECT MANAGER OR ENGINEER FOR GUIDANCE.



CR 2017-004

 <p>MOBILITTE, INC. 2855 RED HILL AVENUE, SUITE 200 COSTA MESA, CA 92626</p>	 <p>Mobilite Construction, LLC 50150 CA 92601 www.mobiliteconstruction.com</p>	<p>PROJECT NO: 9CA8014274 DRAWN BY: J.CODRIS CHECKED BY: PAARIS</p>	<p>THIS IS NOT A CONTRACT DOCUMENT. IT IS A PRELIMINARY DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.</p> <p>SHEET NAME: 9CA8014274 SF90XXS63D 242 Fernside Way, King City, CA 93930 Utility Light Pole</p> <p>SHEET TITLE: GENERAL NOTES</p> <p>SHEET NUMBER: GN-3</p>
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Distance Between Signs	Spacing (ft.)
A (Distance Between Signs)	100
B (Distance Between Signs)	100
C (Distance Between Signs)	100
Maximum Taper Channelizing Device Spacing	25
Maximum Tangent Channelizing Device Spacing	50

Speed (MPH)	Spacing (ft.)			
	A	B	C	D
40 or less	200	200	200	100
41 to 49	350	350	350	175
50 to 54	500	500	500	250
55 or greater	2640	1640	1000	500

- * "ROAD WORK 1 MILE" sign may be used as an alternate to the "ROAD WORK AHEAD" sign or midway between signs, whichever is less
- ** "BE PREPARED TO STOP" sign may be omitted for speeds of 45 MPH or less

- LEGEND**
- CHANNELING DEVICE
 - SIGN
 - WORK SPACE
 - FLAGGER
 - DIRECTION OF TRAFFIC

- Work operations shall be confined to one traffic lane, leaving the opposite lane open to traffic.
- Additional one-way control may be effected by the following means:
 - Flag-carrying vehicle
 - Official vehicle
 - Pilot vehicle
 - Traffic signal
- The "ONE LANE ROAD" signs are to be fully covered and the "FLAGGER" signs either removed or fully covered when no work is being performed and the roadway is open to two-way traffic.
- When a side road intersects the roadway within the TTC zone, additional TTC devices shall be placed in accordance with applicable TCZ indexes.
- The two channelizing devices directly in front of the work

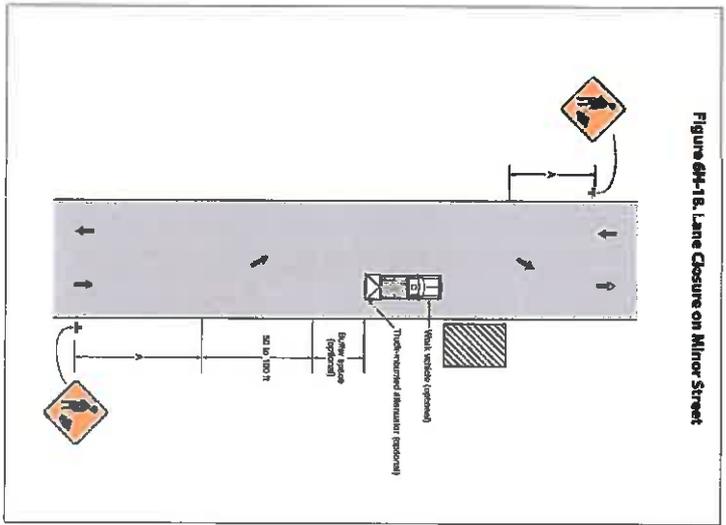


Figure 644-1A. Lane Closure on Minor Street

GENERAL NOTES

- area and the one channelizing device directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
- For general TCZ requirements and additional information, refer to MUTCD.

DURATION NOTES

- "ROAD WORK AHEAD" and the "BE PREPARED TO STOP" signs may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Speed limit is 45 MPH or less.
 - No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
 - Volume and complexity of the roadway has been considered.

Speed (MPH)	Distance (ft.)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

When buffer space cannot be obtained due to geometric constraints, the greatest obtainable length shall be used, but not less than 200 ft.

CONDITIONS

WHERE ANY VEHICLE EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSCH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY



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PROJECT NO: 16CAB014274
 DRAWING NO: 12001RUS
 CHECKED BY: RANRB

NO.	DESCRIPTION
1	DESIGN REVISIONS
2	ISSUED FOR PERMITS
3	ISSUED FOR CONSTRUCTION

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SITE NAME
9CAB014274
SF90XS63D
 242 Franciscom Way,
 King City, CA 93930
 Utility Light Pole

SHEET TITLE
VEHICLE TRAFFIC CONTROL PLAN

SHEET NUMBER
TC-1

UP 2017-004



Item No. 7(D)

REPORT TO THE PLANNING COMMISSION

DATE: SEPTEMBER 19, 2017

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

BY: DONALD J. FUNK, PRINCIPAL PLANNER

RE: CONTINUED HEARING - CONSIDERATION OF VARIANCE PERMIT CASE NO. VAR 2017-001, FOR THE CONSTRUCTION OF A HOUSE TO REPLACE A RESIDENCE THAT WAS DESTROYED BY FIRE ON APN: 026-174-001, LOT 1, BLOCK 13, KING CITY B&D ADDITION, 327 & 331 NORTH RUSS STREET. THE PROJECT INCLUDES A SETBACK VARIANCE AND RESOLVE AN EXISTING NON-CONFORMING LAND-USE WITH THE ADJOINING PARCEL, LOT 2, BLOCK 13, APN: 026-174-002, 327 NORTH RUSS STREET, CORRECTING A UNIT THAT CURRENTLY STRADDLES THE LOT LINE BETWEEN THE TWO PARCELS.

RECOMMENDATION:

The Planning Commission adopt Resolution No. 2017-189, approving Case No. VAR2017-001, which approves a variance allowing a,

1. side yard setback reduction from six (6') feet to three (3') feet, and
2. rear yard setback reduction from ten (10') to four feet, 2 inches (4'-2"),

based on the findings of fact and subject to the Conditions of Approval. (*Reference Exhibit 4.*)

BACKGROUND:

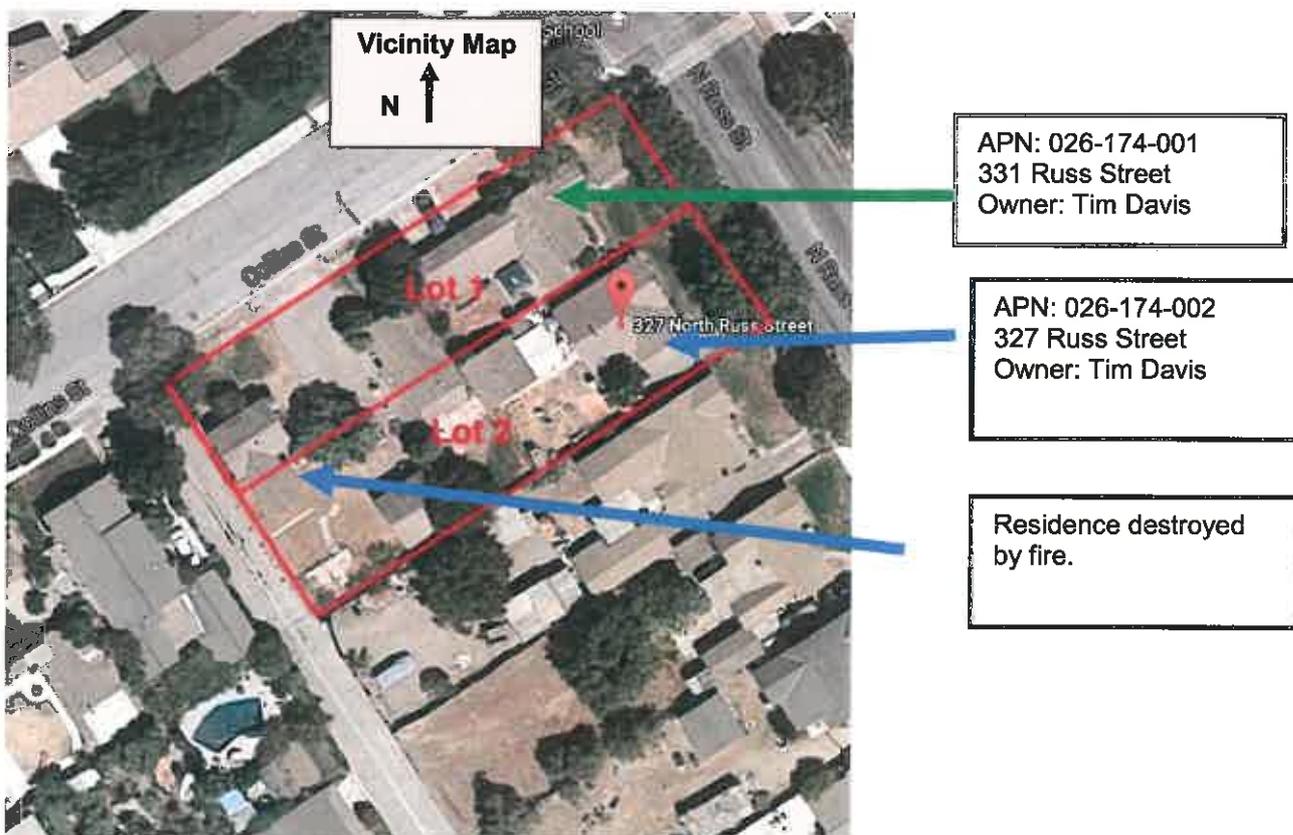
At the September 5th Planning Commission ("Commission") meeting, Tim Davis ("**Applicant**") indicated that he preferred to not prepare a lot-line-adjustment ("LLA") around the old existing home next to the home that burned. The Commission continued the public hearing and requested staff discuss with the City Attorney whether there were alternatives to requiring a LLA . On September 12th, staff discussed this topic with the City Attorney's office. Staff was advised that due to the Municipal Code wording, the only legal course of action is to require a LLA before issuance of a building permit.

PLANNING COMMISSION (Continued Public Hearing)
TIM DAVIS, 327 RUSS ST. & 331 RUSS ST.
VAR2017-001
SEPTEMBER 19, 2017
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As outlined in the September 5th staff report, the Applicant requested two (2) setback variances (Case No. VAR 2017-001), one for a side yard reduction and one for a rear yard reduction. The Applicant owns two (2) parcels, Lot 1 and Lot 2 of Block 13, King City B&D Addition Tract. The Applicant is proposing construction of a new two-bedroom residence to replace an older home that was destroyed by fire. The previous residence straddled the existing lot line between Lot 1 (APN 026-174-001) and Lot 2, (APN 026-174-002) (see Figures 1 and 9 in the September 5th staff report, attached). In addition, there is a second older small detached residence that also straddles the lot line between these two parcels (home near center of Lots 1 and 2 in Figure 1 aerial photograph). Both the fire damaged home and the other residence are non-conforming. The existing houses that straddle the lot lines created a nonconforming land use.

There is a third separate single-family corner residence on Lot 1 facing Russ Street (331 Russ Street). A fourth separate single-family residence is located on Lot 2 facing Russ Street (327 Russ Street). The houses facing Russ Street do not straddle the lot line. They both have existing nonconforming side-setbacks from the interior lot line.

Figure 1: Aerial of Proposed Project Site



DISCUSSION:

Analysis

The issue discussed by the Commission on September 5th related to the existing older small residence, located between the corner residences and the destroyed home. This home straddles the lot line separating Lot 1 and Lot 2. The garage serving this unit and the burned home is located on Lot 2 (see Figures 2 and 3 in the September 5th staff report).

After the September 5th hearing, staff met with the Assistant City Attorney to go over the proposal and describe existing conditions at the site. The Assistant City Attorney conferred with the City Attorney, determining that Municipal Code Section 17.58.060 applies to the subject case and that the mandatory language using the word "shall" requires that existing nonconforming situation be brought into conformity before any permit is issued for the new home.

"Continuance of other nonconforming situations will be tolerated but not encouraged. To the maximum extent practicable within the boundaries of the property controlled by the same owner, other nonconforming situations shall be brought into conformance with the requirements of this chapter on the earlier of any date established for such conformance by any requirement of this chapter or upon the application of the owner for any building permit, subdivision approval, or other permit or approval required from the city for the continued or additional use or further development of the property on which the nonconforming situation is located."

Recommended Solution: The City Attorney reaffirmed his position from early August, which was conveyed to the Applicant in an email on August 11, 2017, and states that that the owner must resolve the home straddling the lot line, and thereby conform to the requirements stated in Municipal Code Section 17.58.060. There are various options provided in Condition of Approval No. 10.

Condition of Approval No. 10 states:

10. Lot Line Adjustment Approval: Prior to issuance of a building permit, the Applicant is required by Municipal Code Section 17.58.060 to resolve an existing non-conforming status, a house that currently straddles the lot line between the corner parcel (Lot 1, Block 13) and the interior parcel (Lot 2, Block 13). Resolving the nonconforming land use can be achieved by either (i) removing the portion of the house that encroaches on the adjoining lot to meet the minimum setback requirements of the Municipal Code (five feet); or (ii) by a lot line adjustment to move the lot line a minimum of five (5') feet from the existing house to meet setback requirements; or (iii) by subdividing the property to bring the existing house into conformance with setback requirements of the Municipal Code. Removal of the portion of the existing house will require a building or other permits from the City

consistent with the Municipal Code. A lot line adjustment is subject to the approval of the City, and may require easements for access to the residence and parking. Any subdivision must comply with Title 16 (Subdivisions) of the Municipal Code.

One option is to process a LLA, relocating the lot line around the existing residence. This solution is recommended by the City Attorney to solve the nonconforming status. Each of the two (2) existing lots, Lot 1 and Lot 2, are approximately 9,500 square-feet. A LLA can be approved by the City Engineer without a public hearing. The small residence could be thereby wholly located within Lot 2 by relocating the lot line around the front of this small residence.

The second option is to remove the portion of the house that encroaches on the adjoining lot to meet the minimum five (5') foot setback requirement.

A third option is to subdivide the property and bring the existing house into conformance with required setbacks.

Advantages

The project will allow the Applicant to replace the destroyed home and resolve nonconforming land use issues.

Disadvantages

There are no known disadvantages.

ENVIRONMENTAL DETERMINATION:

The project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures) pursuant to Section 15301 and 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines."

PROJECT REVIEW COMMITTEE COMMENTS AND REVIEW AND REVIEW BY AGENCIES:

A representative from each City Department meets to discuss most community development projects. This group operates as the City's staff advisory team, which is referred to as the Project Review Committee ("**PRC**"). PRC provides comments to the Applicants and conditions of approval ("**COA**") before a project goes to the Planning Commission. The Committee recommended that the nonconforming status (house straddling the lot line) be resolved prior to construction of the replacement residence. In addition, the sewer lines for the residences need to have separate connections to the sewer main. Comments from PRC are incorporated throughout the staff report and their recommendations are incorporated in the attached COA. Comments in this staff report reflect comments made by City Staff.

**PLANNING COMMISSION (Continued Public Hearing)
TIM DAVIS, 327 RUSS ST. & 331 RUSS ST.
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As of the date of the preparation of this staff report, no written testimony has been received by the City from agencies other than those represented by the PRC.

PUBLIC NOTICE AND INPUT:

A public hearing notice was published in the South County Newspaper *The Rustler* on **August 23, 2017**, and all property owners of record within three-hundred (300') feet of the subject site were notified of this evening's public hearing and invited to voice any concerns on this application.

On August 23, 2017, Fleta Andrade, 325 N. Russ Street requested to see information on the project file. Staff met with Ms. Andrade reviewed the project elevations and proposed variance request. Ms. Andrade did express concerns about the current conditions of the dwelling that straddles the property line and noted that it was in bad shape. Staff notified the process for submitting written comments on public hearing items. As of date of this staff report no formal written comment has been submitted.

COST ANALYSIS:

Development review application fees are based on actual time and materials per the City Fee Schedule. The Applicant is covering the cost required for review and processing.

ALTERNATIVES:

The following alternatives are provided for Planning Commission consideration:

1. Adopt Resolution No. 2017-189 which approves Case No. VAR2017-001;
2. Request modifications in the design and/or proposed use;
3. Make a tentative motion to deny the project. If the Planning Commission chooses this alternative, the reasons should be specified and the item continued to a future hearing so the appropriate findings of fact and a new Resolution can be prepared by staff; or
4. Provide other direction to staff.

The Commission's decision may be appealed to the City Council in accordance with Municipal Code Section 2.12.050.

Exhibits:

1. Exhibit 1 – Additional Figures
2. Exhibit 2 – Findings of Fact

PLANNING COMMISSION (Continued Public Hearing)
TIM DAVIS, 327 RUSS ST. & 331 RUSS ST.
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3. Exhibit 3 – Resolution No. 2017-189
4. Exhibit 4 – Conditions of Approval
5. Exhibit 5 – September 5, 2017 Staff Report

Submitted by: MA For Donald Funk
Donald J. Funk, Principal Planner

Approved by: MA For Doreen Liberto
Doreen Liberto, AICP, Community Development Director

EXHIBIT 1
Additional Figures

Plot Plan Proposed Residence

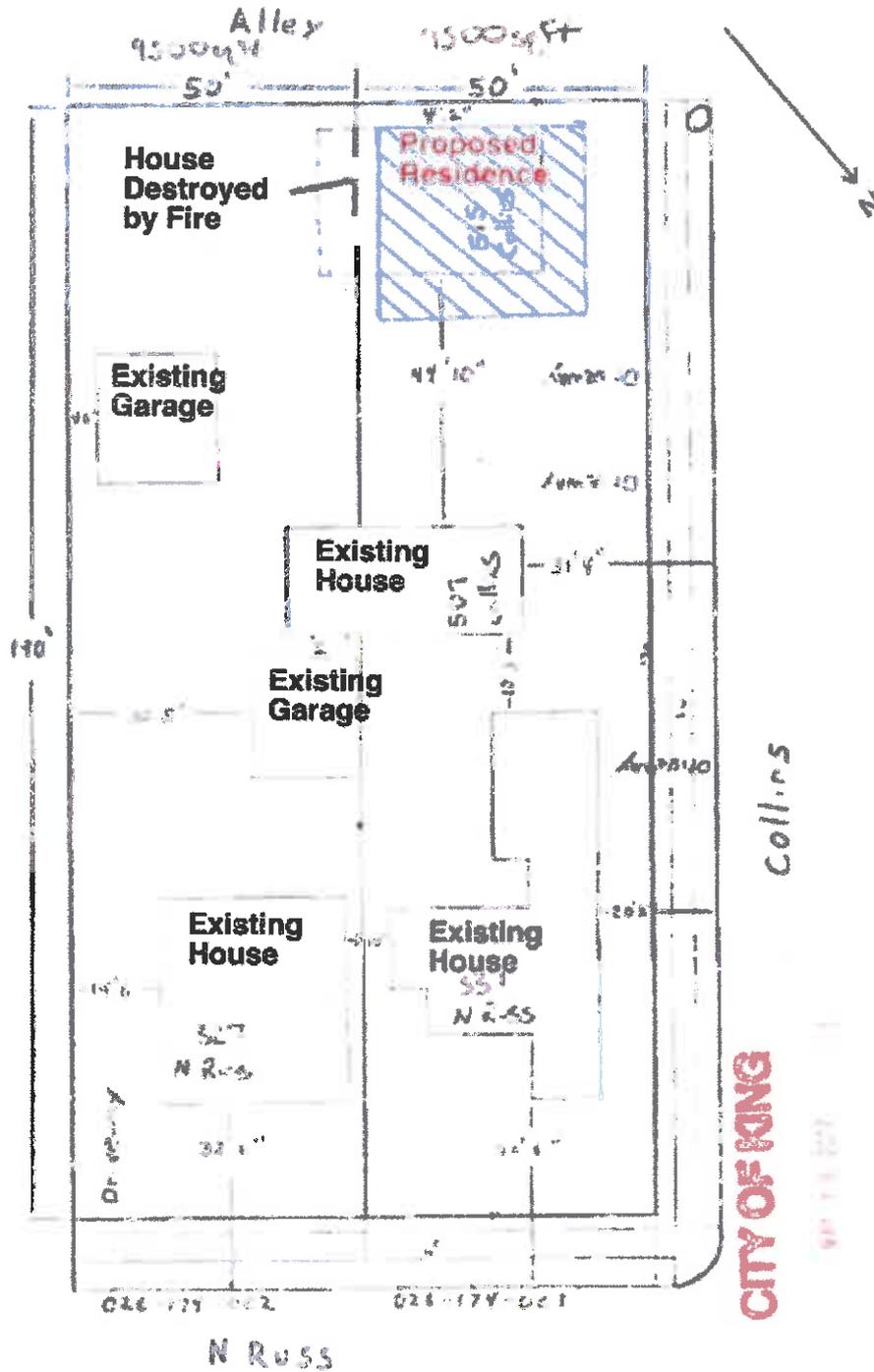


EXHIBIT 2

Variance Case No. VAR 2017-001

FINDINGS OF FACTS

The purpose for making Findings of Facts to *"bridge the analytical gap between the raw evidence and ultimate decision"*. The Municipal Code gives the Planning Commission ("**Commission**") the authority to approve a project so long as the Commission can make certain findings. Written "findings of fact" are required in order to support the decision of the hearing body to approve or deny a project.

California Environmental Quality Act (CEQA) Findings of Fact

The project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures) pursuant to Section 15301 and 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines."

Variance (VAR) Findings of Fact Variance for Side Yard Setback Reduction Findings of Fact

- a. The Planning Commission finds that approval of the variance shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity. In doing so, the Planning Commission finds that the subject proposal for Lot 1 will reduce the rear yard setback from ten (10') feet to four (4') feet and the side yard setback for the subject residence from six (6') feet to three (3') feet to match the rear yard setback of the house that burned.
- b. The Planning Commission finds that because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict literal application of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity. The special circumstances include the fact that there are other properties under the same R-2 Zoning and within the block that have less than six (6') foot side yards and less than ten (10') setbacks from the alley.
- c. The Planning Commission finds that the circumstances of this particular case, the approval of the reduced side yard setback, rather than the sections at issue in this title related to minimum side yard setback, carry out the spirit and intent of this title.
- d. The Planning Commission finds that the provisions required per the Municipal Code Section 17.58.060 and recommended by the City Attorney requiring a lot line adjustment to resolve the nonconforming status of the fourth residence that straddles the lot line between Lots 1 and 2, both lots of which are owned by the Applicant.
- e. The Planning Commission, by approval of the conditions, has created adequate guarantees that the Applicant will comply with the conditions.

EXHIBIT 3

RESOLUTION NO. 2017-189

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING, APPROVING VARIANCE PERMIT CASE NO. VAR2017-001 FOR TIM DAVIS TO PERMIT REDUCTION OF SIDE YARD AND REAR-YARD SETBACKS AND CONSTRUCTION OF A TWO-BEDROOM SINGLE-STORY DETACHED RESIDENCE ON AT 331 RUSS STREET, LOT 1, BLOCK 13, ASSESSOR'S PARCEL NUMBER: 026-174-001 AND RESOLVE AN EXISTING NONCONFORMING HOUSE THAT STRADDLES BOTH LOT 1 AND LOT 2, BLOCK 13, APN: 026-174-002, 327 RUSS STREET, KING CITY, CALIFORNIA.

WHEREAS, On **January 5, 2017**, Timothy Davis ("**Applicant**") filed an incomplete application for Case No. VAR2017-001 for side and rear yard setback variances for the construction of a two-bedroom single-story detached residence to replace a burned residence on Lot 1, Block 13 King City B&D Addition Tract, 331 Russ Street for a setback variance to reduce side yard from six (6') feet to three (3') feet and reduce rear-yard setback from ten (10') feet to four (4') feet;

WHEREAS, on **August 4, 2017**, after receipt of building design drawings, the application was found to be complete; and

WHEREAS, on **July 25, 2017**, the Project Review Committee ("**PRC**") met to discuss the variance application and provided conditions of approval; and

WHEREAS, pursuant to the California Environmental Quality Act ("**CEQA**") Guidelines (14 Cal. Code Regs. §15000 et. seq.), the project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures); and

WHEREAS, a Notice of Public Hearing was noticed in the South County Newspaper *The Rustler* and Notice of Public Hearing was sent to all property owners within three-hundred feet (300') of the Project; and

WHEREAS, the Planning Commission ("**Commission**") held public hearings on September 5, 2017 and September 19, 2017; and

WHEREAS, on **September 19, 2017**, the Commission reviewed and considered the information provided in the staff reports and testimony presented during the public hearing, and accepted the **Findings of Fact** as outlined in **Exhibit 2** and the Applicant's submittals shown in **Exhibit 1** and **Figures 4, 5, 6, 7** and **8** of the September 5, 2017 staff report; and

WHEREAS, the Commission makes the followings Findings of Facts:

California Environmental Quality Act ("CEQA**") Findings of Fact**

The project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures) pursuant to Sections 15301 and 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines."

Variance for Side Yard and Rear Yard Setback Reduction Findings of Fact

- a. The Planning Commission finds that approval of the variance shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity. In doing so, the Planning Commission finds that the subject proposal for Lot 1 will reduce the rear yard setback from ten (10') feet to four (4') feet and the side yard setback for the subject residence from six (6') feet to three (3') feet to match the rear yard setback of the house that burned.
- b. The Planning Commission finds that because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict literal application of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity. The special circumstances include the fact that there are other properties under the same R-2 Zoning and within the block that have less than six (6') foot side yard and less than ten (10') foot setbacks from the alley.
- c. The Planning Commission finds that the circumstances of this particular case, the approval of the reduced side yard setback, rather than the sections at issue in this title related to minimum side yard setback, carry out the spirit and intent of this title.
- d. The Planning Commission finds that the provisions required per Municipal Code Section 17.58.060 and recommended by the City Attorney requiring a lot line adjustment or other method as described in Condition No. 10 to resolve the nonconforming status of the fourth residence that straddles the lot line between Lots 1 and 2, both lots of which are owned by the Applicant.
- e. The Planning Commission, by approval of the conditions, has created adequate guarantees that the Applicant will comply with the conditions.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King approves Variance Permit VAR Case No. 2017-001, for the permits for a single-story two-bedroom residential unit, for the reduced side yard setback from six (6') feet to three (3') feet and rear yard setback from ten (10') feet to four (4') feet consistent with the Conditions of Approval (**Exhibit 4**) and the project submittals (**Exhibit 1** and **Figures 4, 5, 6, 7** and **8**) as presented.

This resolution was passed and adopted this 19th day of September, 2017, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DAVID NUCK, CHAIRPERSON

PLANNING COMMISSION (Continued Public Hearing)
TIM DAVIS, 327 RUSS ST. & 331 RUSS ST.
VAR2017-001
SEPTEMBER 19, 2017
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ATTEST: _____
ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

EXHIBIT 4

CONDITIONS OF APPROVAL
PROJECT CASE NO. VAR2017-001

Community Development Department (The Applicant should discuss the following conditions of approval ("**COA**") with Maricruz Aguilar-Navarro, 831-386-5916, if there are any questions):

1. **Project Description:** Variance Case No. VAR2017-001 for the construction of a detached two-bedroom residential unit on the corner parcel, Lot 1, Block 13, APN-026-174-001, and a setback variance to reduce side yard setback from six (6') feet to three (3') feet and rear yard setback reduction from ten (10') to four feet, 2 inches (4'-2"). The property is located at 331 Russ Street and is within the Medium Density Residential ("**MDR**") General Land Use designation and ("**R-2**") on the Zoning Map. The house shall be constructed in accordance with **Exhibit 1** floor plan and elevation drawings included in the staff report, **Figures 4, 5, 6, 7** and **8**, as approved by the Planning Commission on **September 19, 2017**, including compliance with all Conditions of this Permit.
2. **Approval Period:** The approval period for this permit shall be in accordance with the approved drawings and sketches and shall be null and void if not used within one (1) year from the date of the approval. Then the approval shall immediately expire and any building permit issued in reliance thereon shall be deemed cancelled and revoked. Municipal Code Section 17.64.030 prohibits any time extensions of the CUP and Variance beyond one year from the date of approval.
3. **Hold Harmless Clause:** Hold Harmless and Indemnification Clause: The Applicant agrees, as part of and in connection with each and all the applications and approvals, to defend, indemnify, and hold harmless the City of King ("**City**") and its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), employees and agents (including Earth Design, Inc., and Hanna & Brunetti) from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents (including Earth Design, Inc., Aleshire & Wynder, attorneys, and Hanna & Brunetti) to challenge, attack, set aside, void, or annul:

Any approvals issued in connection with all approvals, actions and applications by City covered by the conditions of approval and/or mitigation measures; and/or

*Any action and approvals taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("**CEQA**") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council. The Applicant's*

indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, City, and/or parties initiating or involved in such proceeding.

The Applicant agrees to indemnify City and its elected officials, officers, contractors, consultants, attorneys, employees and agents (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys) for all of City's costs, fees, and damages incurred in enforcing the **indemnification** provisions of this Agreement.

The Applicant agrees to defend, indemnify and **hold harmless** City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (including, but not limited to, an environmental impact report, sphere of influence amendment, annexation, pre-zoning, general plan amendment, specific plan, vesting tentative tracts, sign applications, variances, conditional use permits, architectural review, etc.), if made necessary by said proceeding, and if the Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

In the event that the Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:

- The counsel to so defend City.
- All significant decisions concerning the manner in which the defense is conducted; and
- Any and all settlements.

City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with the Applicant in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, any and all City Attorney, Staff and consultants' fees and costs shall be paid by the Applicant. In addition, in the event of litigation, the Applicant shall pay any and all City Staff and consultants' fees and costs.

The Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding

4. **Other County, State and Federal Permits:** Before initiation of the proposed use, the Applicant shall provide copies of any required County, State and Federal permits or written verification of a waiver of permit requirement.
5. **Structural Changes:** Installation shall be in substantial conformance with the plans, conditions of approval presented to and approved by the Planning Commission in connection with the project. No conditions, colors, materials or architectural features shall be eliminated, added or modified without Commission review and action, amended CUP, as applicable. The Community Development Director or her/his representative shall review plans for substantial conformance with the plans approved by the Planning Commission. Any major modifications shall require approval of the Planning Commission.

City of King Building and Safety Department (The Applicant should discuss the building permit submittal process with Paul Hodges, Chief Building Official Building and Safety Department at (831) 386-5915.)

6. **Building Plans:** All COA shall be imprinted on plans submitted for building permits. Building plans shall comply with the current Title 24 California Building Standards Codes.
7. **Soils Report:** As part of the building permit submittal, if deemed necessary by the City Building Official, the Applicant shall submit a Soils Report prepared by a State of California-Registered Engineer or State of California-Registered Geotechnical Engineer. The Soils Report shall be reviewed and approved by the Chief Building Official.
8. **Business License:** Before issuance of a building permit, a business license shall be obtained for every person conducting or carrying on the business of general contractor or contractor constructing, altering, repairing, wrecking or salvaging buildings, highways, roads, railroads, excavations or other structures, projects, developments or improvements.
 - Every person conducting or carrying on the business of electrical, plumbing or painting subcontractor.
 - Every person conducting or carrying on the business of masonry, glazier, cement, floor, heating, plastering, roofing, sash, sheet metal, tile, lathing and any other subcontractor not specifically mentioned in this Title 5 of the Municipal Code.
 - Every person conducting or carrying on the business of house moving, grading, paving, wrecking, sewer construction, pipeline construction, trenching, or excavating.

Public Works Department (The Applicant should contact Octavio Hurtado, Hanna &

Brunetti 408-842-2173, ohurtado@hannabrunetti.com, regarding the following COA, if there are any questions.)

9. **Infrastructure and Underground Utilities:** Before issuance of a building permit, plans for sewer line connections shall be submitted to and reviewed by the City Engineer. Individual sewer connections for each separate residence are required. The underground utilities shall include storm drain piping, sanitary sewer, water piping, and other requirements per City standards.

Miscellaneous Conditions:

10. **Lot Line Adjustment Approval:** Prior to issuance of a building permit, the Applicant is required by Municipal Code Section 17.58.060 to resolve an existing non-conforming status, a house that currently straddles the lot line between the corner parcel (Lot 1, Block 13) and the interior parcel (Lot 2, Block 13). Resolving the nonconforming land use can be achieved by either (i) removing the portion of the house that encroaches on the adjoining lot to meet the minimum setback requirements of the Municipal Code (five feet); or (ii) by a lot line adjustment to move the lot line a minimum of five (5') feet from the existing house to meet setback requirements; or (iii) by subdividing the property to bring the existing house into conformance with setback requirements of the Municipal Code. Removal of the portion of the existing house will require a building or other permits from the City consistent with the Municipal Code. A lot line adjustment is subject to the approval of the City, and may require easements for access to the residence and parking. Any subdivision must comply with Title 16 (Subdivisions) of the Municipal Code.
11. **Parking and Driveways:** Prior to issuance of a building permit, the Applicant shall provide plans showing the design of a garage or carport parking space for the proposed residence, and assure off-street open parking for the two (2) rear units, including all paving surfacing of the parking spaces and driveway for the new residential unit as required by Municipal Code Sections 17.54.010, 17.54.020, 17.54.030 and 17.54.050.

City of King Fire Department (The Applicant should contact the Fire Chief and the Chief Building Official for any Fire Life Safety questions at (831) 386-5915.)

12. **Automated Fire Suppression System:** Concurrent with the building permit application, if the proposed residence is constructed closer than five (5') feet from the property line, or if otherwise required by regulation, the Applicant shall submit automated fire suppression system plans to the Building and Safety Department. The fire suppression system plans shall be reviewed and approved by the City Engineer and Fire Department, **before final of final occupancy permit**. The fire sprinkler plans will also need to be routed to the city contracted fire plans examiner Art Black, Carmel Fire for Fire Plan Review. Other fire-protection measures, as defined by Building and Fire Codes, may be required.

Variance Permit Agreement

The Variance Permit is **not** valid until all Conditions of Approval ("**COA**") and mitigated measures imposed by the Planning Commission are signed for and agreed to by the Applicant.

I have received a copy of the Variance Approval, and agree with them. I understand that if I do not abide by them the Planning Commission has the authority to revoke my variance permit, pursuant to the Municipal Code. (Reference Municipal Code §17.64.040.).

Applicant Signature: _____ Date: _____



REPORT TO THE PLANNING COMMISSION

DATE: SEPTEMBER 5, 2017

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

BY: DONALD J. FUNK, PRINCIPAL PLANNER

RE: CONSIDERATION OF VARIANCE PERMIT CASE NO. VAR 2017-001, FOR THE CONSTRUCTION OF A HOUSE TO REPLACE A RESIDENCE THAT WAS DESTROYED BY FIRE ON APN: 026-174-001, LOT 1, BLOCK 13, KING CITY B&D ADDITION, 327 & 331 NORTH RUSS STREET. THE PROJECT INCLUDES A SETBACK VARIANCE AND RESOLVE AN EXISTING NON-CONFORMING LAND-USE WITH THE ADJOINING PARCEL, LOT 2, BLOCK 13, APN: 026-174-002, 327 NORTH RUSS STREET, CORRECTING A UNIT THAT CURRENTLY STRADDLES THE LOT LINE BETWEEN THE TWO PARCELS.

RECOMMENDATION:

It is recommended that the Planning Commission conduct the public hearing and adopt Resolution No. 2017-189 approving Case No. VAR2017-001, which approves a variance allowing a,

1. side yard setback reduction from six (6') feet to three (3') feet, and
2. rear yard setback reduction from ten (10') to four feet, 2 inches (4'-2"),

based on the findings of fact and subject to the Conditions of Approval. (*Reference Exhibit 4.*)

BACKGROUND:

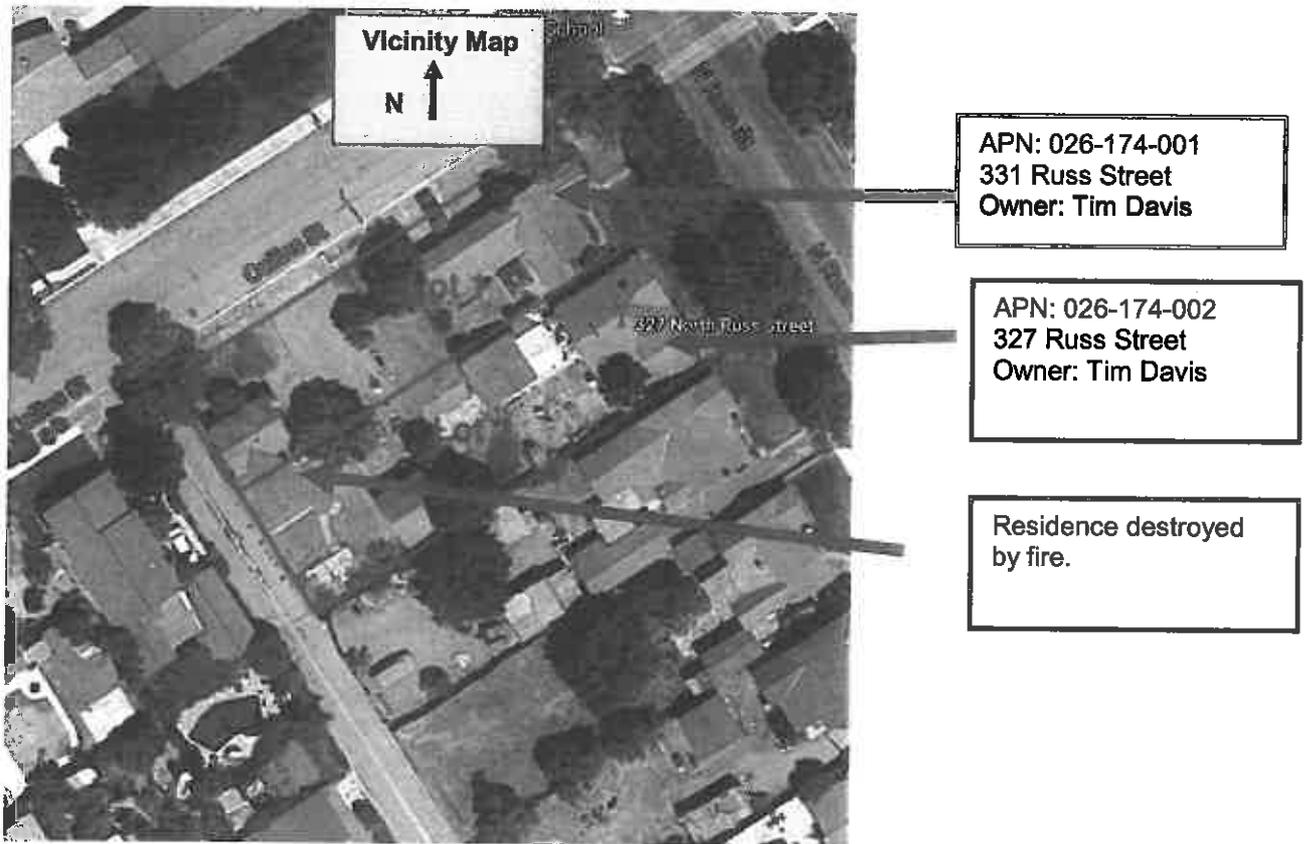
Tim Davis ("**Applicant**") submitted an application for setback variance (Case No. VAR 2017-001). The Applicant owns two (2) parcels, Lot 1 and Lot 2 of Block 13, King City B&D Addition Tract. The Applicant is proposing construction of a new two-bedroom residence to replace an older home that was destroyed by fire. The previous residence straddled the existing lot line between Lot 1 (APN 026-174-001) and Lot 2, (APN 026-174-002) (**see Figures 1 and 9**). In addition, there is a second older small detached residence that also straddles the lot line between these two parcels (home near center of Lots 1 and 2 in **Figure 1** aerial photograph). Both the fire damaged home and the

**PLANNING COMMISSION
TIM DAVIS, 327 RUSS ST. & 331 RUSS ST.
VAR2017-001
SEPTEMBER 5, 2017
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other residence are non-conforming. The existing houses that straddle the lot lines created a nonconforming land use.

There is a third separate single-family corner residence on Lot 1 facing Russ Street (331 Russ Street). A fourth separate single-family residence is located on Lot 2 facing Russ Street (327 Russ Street). The houses facing Russ Street do not straddle the lot line. They both have existing nonconforming side-setbacks from the interior lot line.

Figure 1: Aerial of Proposed Project Site



DISCUSSION:

Analysis

The request is for approval of a variance to reduce side and rear-yard setbacks for the proposed replacement residence. The proposed residence, if approved, would have an interior setback of three (3') feet and a rear yard setback of four (4') feet and would be constructed entirely within Lot 1, the corner parcel. **(see Figure 3)** The house that it replaces straddles the lot line between Lots 1 and 2. It is located approximately four (4') feet from rear property line (the alley behind the two (2) lots).

The fourth existing older small residence, located between the corner residences and the destroyed home, straddles the lot line separating Lot 1 and Lot 2. The garage serving this unit and the burned home is located on Lot 2. **(see Figures 2 and 3)**

The proposed replacement residence is single-story detached building similar to the size and architectural style of the existing home located at 327 Russ Street. **(see Figures 4, 5, 6, 7, 8 and 10)**

The City Attorney has determined that Municipal Code Section 17.58.060 applies to the subject case:

“Continuance of other nonconforming situations will be tolerated but not encouraged. To the maximum extent practicable within the boundaries of the property controlled by the same owner, other nonconforming situations shall be brought into conformance with the requirements of this chapter on the earlier of any date established for such conformance by any requirement of this chapter or upon the application of the owner for any building permit, subdivision approval, or other permit or approval required from the city for the continued or additional use or further development of the property on which the nonconforming situation is located.”

Recommended Solution: One means that the owner can resolve the home straddling the lot line, and thereby conforming to the requirements stated in Municipal Code Section 17.58.060, is by a lot line adjustment, relocated the lot line around the existing residence. This solution is recommended by the City Attorney to solve the nonconforming status. Each of the two (2) existing lots, Lot 1 and Lot 2, are approximately 9,500 square-feet each. The minimum lot size required for a corner parcel is 7,000 square-feet and the minimum size for an interior parcel is 6,000 square feet. The R-2 zone allows for single-family residences, duplexes and triplexes. A lot line adjustment can be approved by the City Engineer without a public hearing. The small residence could be thereby wholly located within Lot 2 by relocating the lot line around the front of this small residence.

Municipal Code Section 17.58.070 also applies to the site. Specifically, this section provides,

“Termination by Destruction. Except as provided in Municipal Code Section 17.58.090(d) (Reconstruction or replacement), nonconforming status shall terminate if more than fifty percent of the replacement cost of such structure or use is

destroyed. Said structure or use shall be rebuilt, restored, reestablished or reoccupied in conformance with the regulations of Title 12 (Buildings and Construction) and those of the district in which it is located, or be removed completely within thirty days of the occurrence of the damage or destruction.”

In the case of the proposal, the existing small home that was destroyed by fire did not meet code. The unit straddled the lot line between Lot 1 and Lot 2. The property owner owns both Lot 1 and Lot 2 and he proposes to resolve the nonconforming status of the burned home by rebuilding the residence totally within Lot 1. The rebuilding will not resolve the nonconforming status of the second detached residence that also straddles the lot line between the two parcels. According to the City Attorney, the owner can resolve this issue with a lot line adjustment (**see Condition No. 10**). As mentioned above, the lot line adjustment can be approved by the City Engineer as long as neither parcel becomes less than the required square footage required by the Municipal Code.

The existing uses on Lot 1, corner of Russ and Collins Streets, include:

- Detached residence facing Russ Street with attached garage
- Portion of detached small older residence facing Collins Street
- Portion of destroyed (by fire) detached residence facing Collins Street

The existing uses on Lot 2 (interior parcel fronting Russ Street) include:

- Detached residence facing Russ Street with detached garage.
- Portion of detached small older residence facing Collins Street
- Portion of destroyed (by fire) detached residence facing Collins Street
- Detached two-car garage serving the two rear residences

(See Figures 2, 10, 11, 12 and 13)

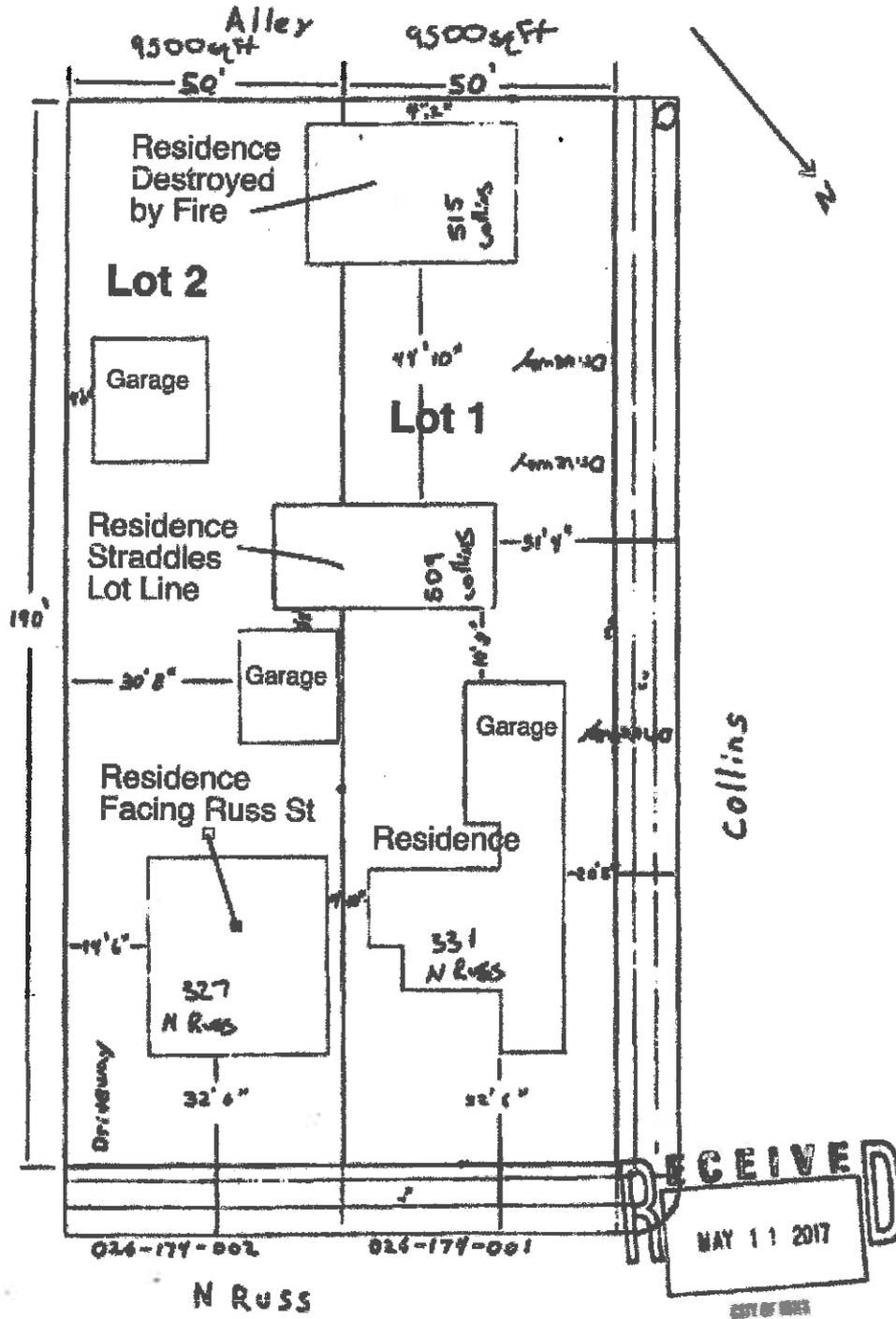


Figure 2
 Existing Uses

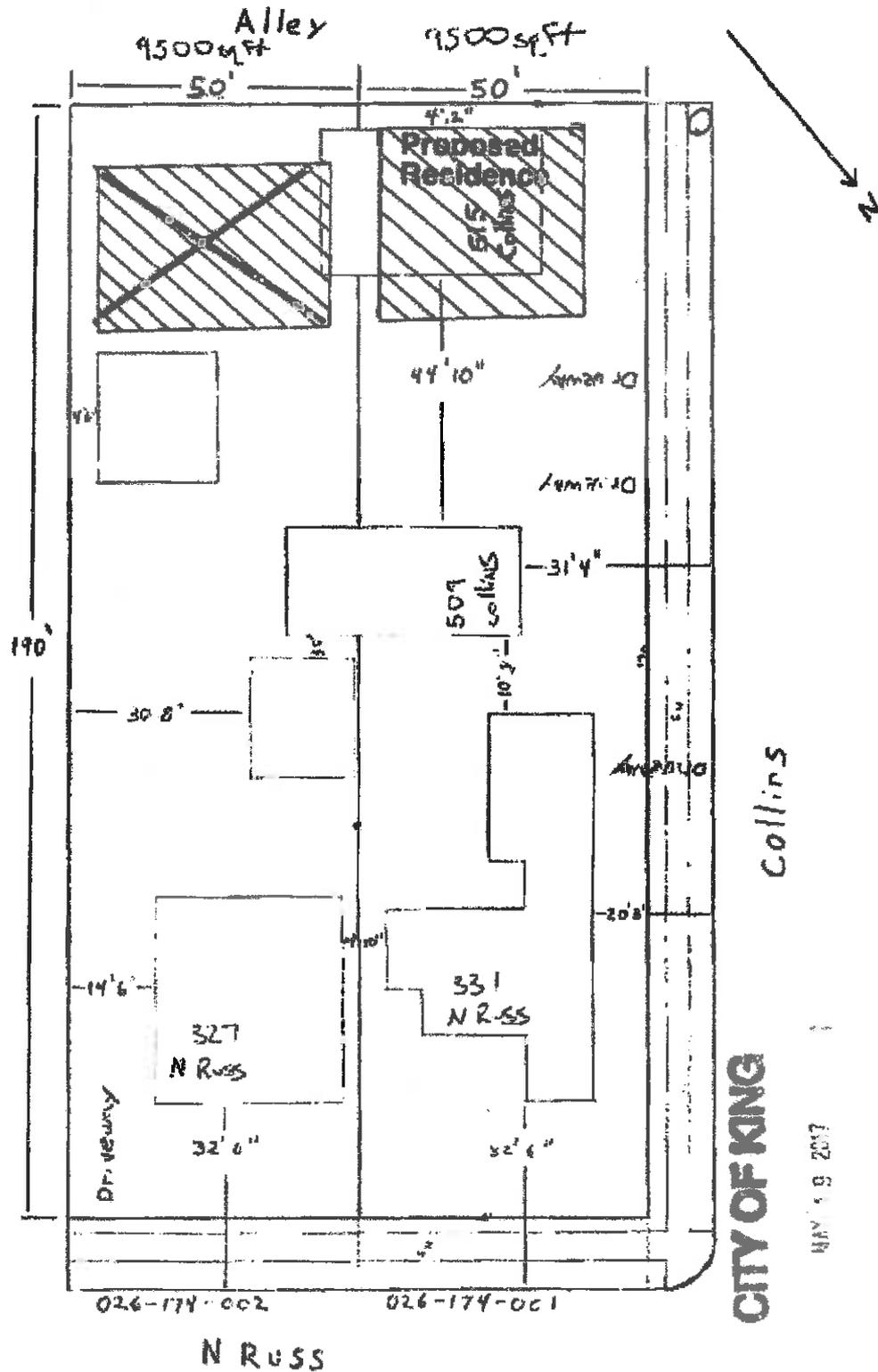


Figure 3
 Proposed Uses & Plot Plan

CITY OF KING

Collins

MAY 9 2017

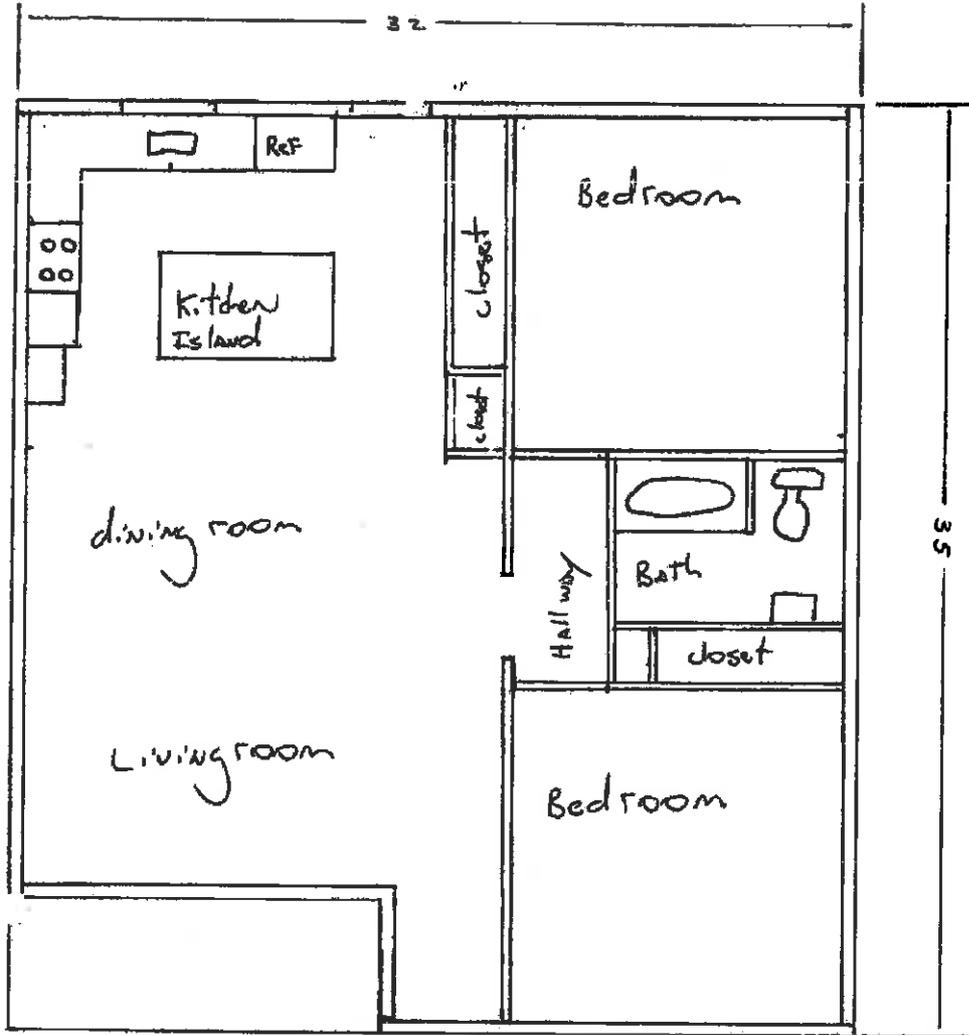


Figure 4
Proposed Floor Plan
House Proposed to Replace House Destroyed by Fire

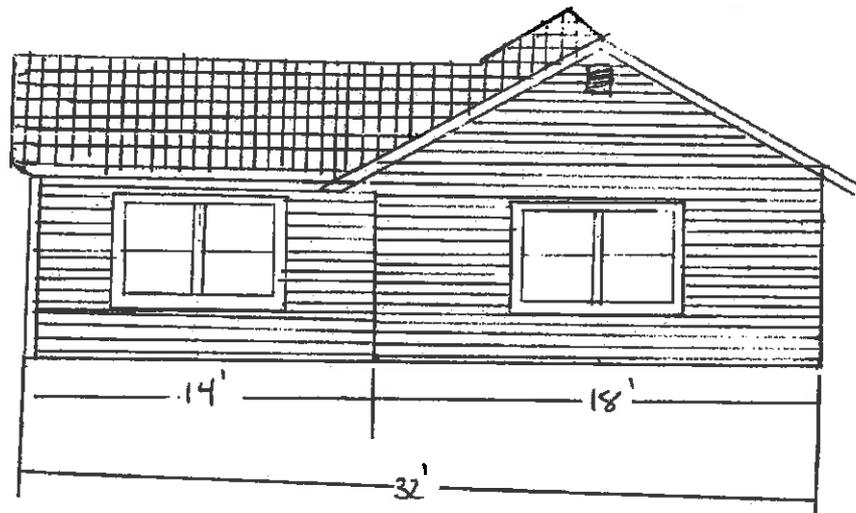


Figure 5
Proposed Front Elevation
(as viewed from Collins Street)

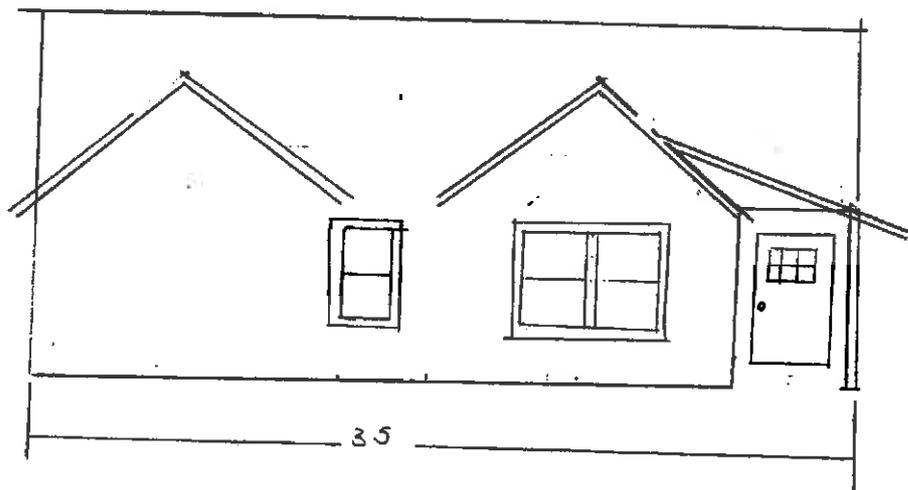


Figure 6
Proposed East Side Elevation

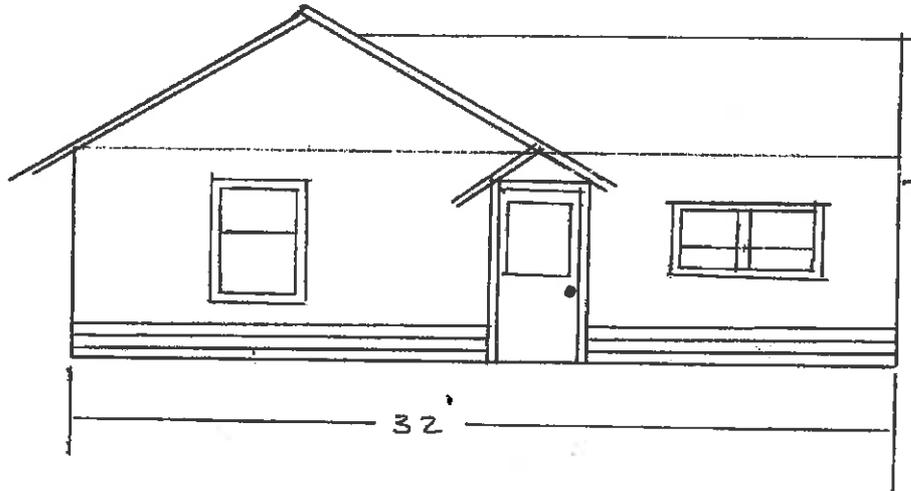


Figure 7
Rear Elevation
(adjacent to lot line separating Lots 1 and 2)

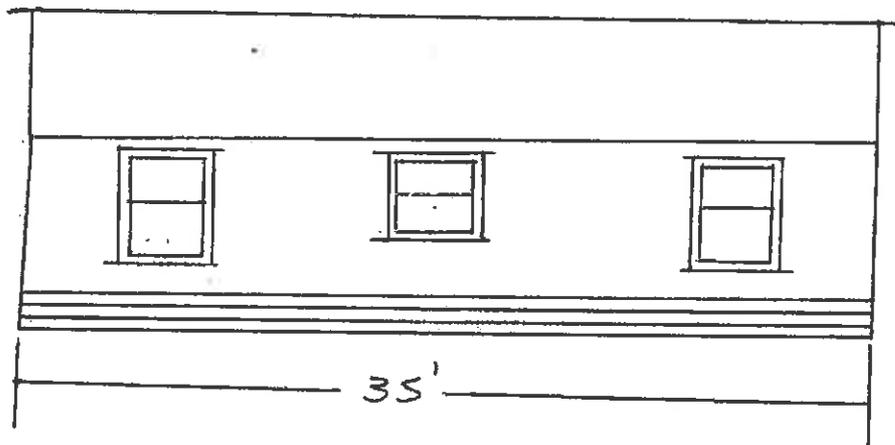


Figure 8
West Elevation
(adjacent to alley)

The variance is potentially justified by the fact that the existing house foundation (structure destroyed by fire) was located within four (4') feet of the rear property line, the house previously straddled the lot line, and that the new replacement residence will be constructed using fire sprinklers throughout. In addition, there are other homes and accessory structures on nearby parcels that have less than the required six (6') foot side yards and less than the ten (10') foot rear yard setbacks.

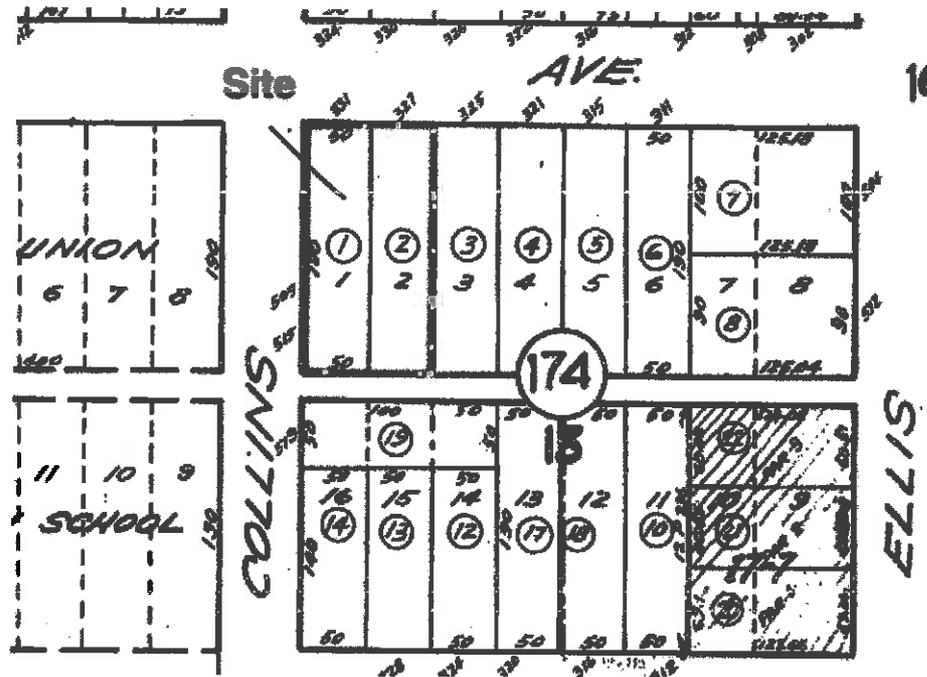


Figure 9
 Assessor's Parcel Map
 Lots 1 and 2, Block 13

Lot Coverage

The maximum coverage allowed in the R-2 Zone is forty (40%) percent. The total lot proposed coverage of Lot 1 is approximately thirty-five (35%) percent. The total lot coverage of Lot 2 is approximately twenty-five (25%) percent. Therefore, the proposed total lot coverage is less than maximum allowable coverage. The lot line adjustment (as recommended by the City Attorney) is not anticipated to substantially change the coverage percentages. The City Engineer would review coverages prior to approval of the lot line adjustment.

Setbacks

Minimum front setback required is twenty (20') feet. The existing front setback of the existing two (2) single-family houses along Russ Street is estimated to be approximately twenty (20') feet. No changes are proposed to either of the houses facing Russ Street.

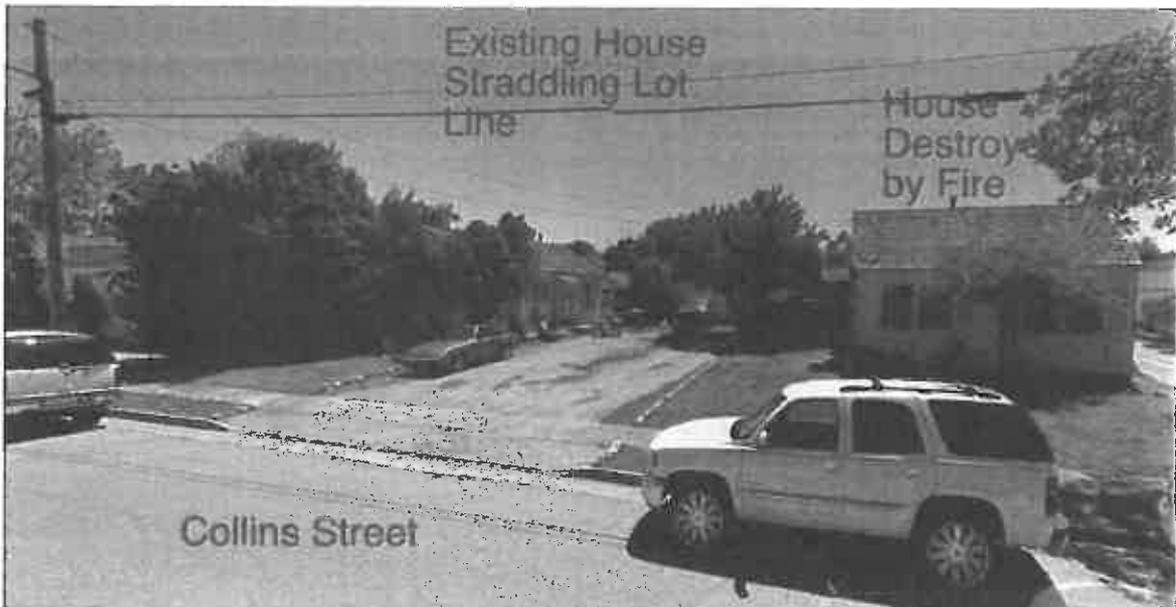
Minimum rear setback required is ten (10') feet. The proposal is for a four (4') foot rear setback. The Applicant is requesting a variance to reduce the setback to four (4') feet. (See Figure 3.)

Minimum interior side yard required is six (6') feet. The proposal is for a three (3') foot setback from the side property line. The Applicant is requesting a variance to reduce the sideyard setback. The structure destroyed by fire did not comply with the sideyard

setback and that house straddled the lot line between Lots 1 and 2. (See Figures 2 and 3.)



**Figure 10
Photo of the two Existing Primary Residences from Russ Street**



**Figure 11
Photo of the two Existing Secondary Residences from Collins Street**

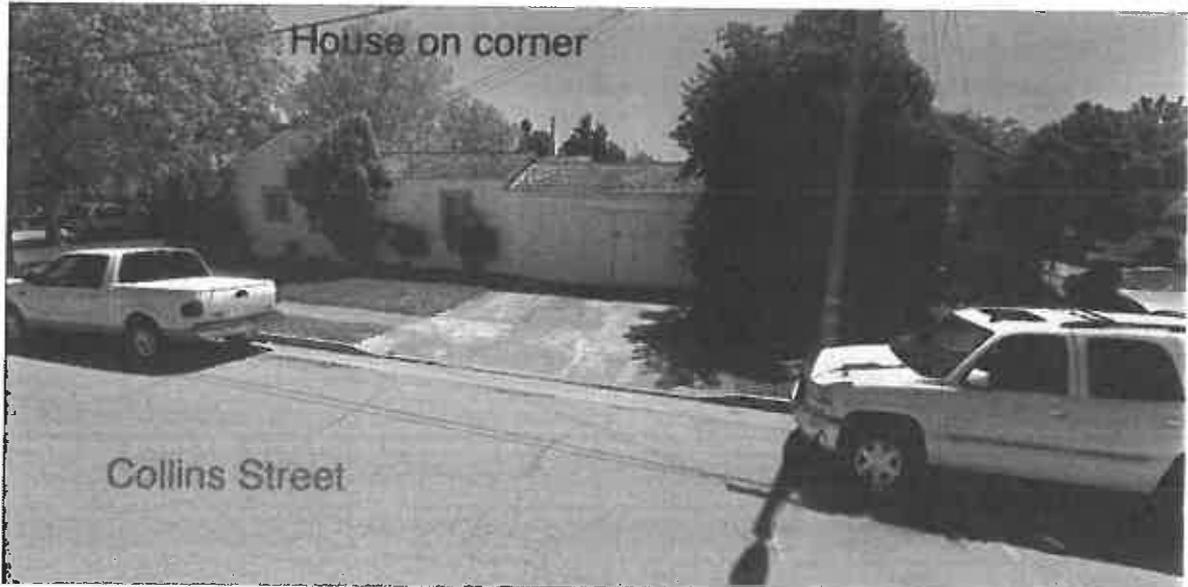


Figure 12

Photo of Corner Primary Residence & Secondary Residence (behind power pole)



Figure 13

Photo of Primary Residences from the corner of Russ and Collins Streets

Driveways and Parking

Parking for the fire destroyed house was provided by the garage located on Lot 2. Municipal Code Section 17.52.030 b requires parking to be on the property of the residence. The proposed two-bedroom unit requires one covered space and 0.5 uncovered off-street parking spaces. Spaces shall not be located within setback areas. Condition No. 11 provides requirements regarding off-street parking.

Surrounding Uses

Table 1 provides an overview of the adjacent zoning and land use.

Table 1 Adjacent Zoning/Land Use			
North:	R-1 (zoning) Elementary School (land use)	East:	R-4 (zoning) Residential (land use)
West:	R-2 (zoning) Residential (land use)	South:	R-2 (zoning) Residential (land use)

MUNICIPAL CODE REQUIREMENTS:

Variance Analysis

While most of the rear setbacks in the neighborhood meet or exceed code, the proposed reduced rear yard setback from ten (10') feet to four (4') feet is potentially justified by the fact that there are other reduced setbacks in the neighborhood. The owner wants to replace the new house on the footprint of the previous destroyed home. The house it replaces also faces Collins Street and will appear similar to the neighbor's home next to the alley. That home has a setback of less than ten (10') feet from the alley. The site is unique in this respect.

Regarding the request for a reduced interior side yard (the setback from the property line dividing Lots 1 and 2), there may be justification for a reduction based upon other properties in the neighborhood. There are other nearby homes that have less than a six (6') foot setback from side property lines. It should be noted that the variance request requires specific findings below:

Municipal Code 17.62.010 states when variances can be granted, as follows,

"Applications for variances from the strict application of the terms of this title may be made and variances granted when the following circumstances are found to apply:

- (1) Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and district in which the subject property is situated.

(2) Because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification. (Ord. 354 § 17.8.2, 1973)"

Lot Line Adjustment

There is a home next to the destroyed structure that straddles the lot line between Lots 1 and 2. The City Attorney states that this nonconforming land use is required by Municipal Code Section 17.58.060 to be resolved before the destroyed home can be rebuilt. He has recommended that the land use issue be addressed by a lot line-adjustment, relocating the existing lot line separating Lots 1 and 2 so that the home is wholly located within either Lot 1 or Lot 2.

Advantages

The project will allow the Applicant to replace the destroyed home and resolve nonconforming land use issues.

Disadvantages

There are no known disadvantages.

ENVIRONMENTAL DETERMINATION:

The project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures) pursuant to Section 15301 and 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines."

PROJECT REVIEW COMMITTEE COMMENTS AND REVIEW AND REVIEW BY AGENCIES:

A representative from each City Department meets to discuss most community development projects. This group operates as the City's staff advisory team, which is referred to as the Project Review Committee ("**PRC**"). PRC provides comments to the Applicants and conditions of approval ("**COA**") before a project goes to the Planning Commission. The Committee recommended that the nonconforming status (house straddling the lot line) be resolved prior to construction of the replacement residence. In addition, the sewer lines for the residences need to have separate connections to the sewer main. Comments from PRC are incorporated throughout the staff report and their recommendations are incorporated in the attached COA. Comments in this Staff Report reflect comments made by City Staff.

As of the date of the preparation of this staff report, no written testimony has been received by the City from agencies other than those represented by the PRC.

PUBLIC NOTICE AND INPUT:

A public hearing notice was published in the South County Newspaper *The Rustler* on **August 23, 2017**, and all property owners of record within three-hundred (300') feet of the subject site were notified of this evening's public hearing and invited to voice any concerns on this application. A public hearing will be conducted on September 5, 2017.

On August 23, 2017, Fleta Andrade, 325 N. Russ Street requested to see information on the project file. Staff met with Ms. Andrade reviewed the project elevations and proposed variance request. Ms. Andrade did express concerns of the current conditions of the dwelling that straddles on the property line and noted that it was in bad shape. Staff notified the process for submitting written comments on public hearing items. As of date of this staff report no formal written comment has been submitted.

COST ANALYSIS:

Development review application fees are based on actual time and materials per the City Fee Scheduled. The Applicant is covering the cost required for review and processing.

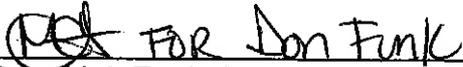
ALTERNATIVES:

The following alternatives are provided for Planning Commission consideration:

1. Adopt Resolution No. 2017-189 which approves Case No. VAR2017-001;
2. Request modifications in the design and/or proposed use;
3. Make a tentative motion not to approve the project. If the Planning Commission wishes to deny the project, the reasons should be specified and the item continued to a future hearing so the appropriate findings of fact and a new Resolution can be prepared by staff; or
4. Provide other direction to staff.

Exhibits:

1. Exhibit 1 – Additional Figures
2. Exhibit 2 – Findings of Fact
3. Exhibit 3 – Resolution No. 2017-189
4. Exhibit 4 – Conditions of Approval

Submitted by:  FOR Don Funk
Donald J. Funk, Principal Planner

Approved by:  FOR Doreen Liberto
Doreen Liberto, AICP, Community Development Director

EXHIBIT 2

Variance Case No. VAR 2017-001

FINDINGS OF FACTS

The purpose for making Findings of Facts to *"bridge the analytical gap between the raw evidence and ultimate decision"*. The Municipal Code gives the Planning Commission ("**Commission**") the authority to approve a project so long as the Commission can make certain findings. Written "findings of fact" are required in order to support the decision of the hearing body to approve or deny a project.

California Environmental Quality Act (CEQA) Findings of Fact

The project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures) pursuant to Section 15301 and 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines."

Variance (VAR) Findings of Fact Variance for Sideyard Setback Reduction Findings of Fact

- a. The Planning Commission finds that approval of the variance shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity. In doing so, the Planning Commission finds that the subject proposal for Lot 1 will reduce the rear yard setback from ten (10') feet to four (4') feet and the sideyard setback for the subject residence from six (6') feet to three (3') feet to match the rear yard setback of the house that burned.
- b. The Planning Commission finds that because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict literal application of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity. The special circumstances include the fact that there are other properties under the same R-2 Zoning and within the block that have less than six (6') foot side yards and less than ten (10') setbacks from the alley.
- c. The Planning Commission finds that the circumstances of this particular case, the approval of the reduced side yard setback, rather than the sections at issue in this title related to minimum side yard setback, carry out the spirit and intent of this title.
- d. The Planning Commission finds that the provisions required per the Municipal Code Section 17.58.060 and recommended by the City Attorney requiring a lot line adjustment to resolve the nonconforming status of the fourth residence that straddles the lot line between Lots 1 and 2, both lots of which are owned by the Applicant.
- e. The Planning Commission, by approval of the conditions, has created adequate guarantees that the Applicant will comply with the conditions.

EXHIBIT 3

RESOLUTION NO. 2017-189

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING, APPROVING VARIANCE PERMIT CASE NO. VAR2017-001 FOR TIM DAVIS TO PERMIT REDUCTION OF SIDEYARD AND REAR-YARD SETBACKS AND CONSTRUCTION OF A TWO-BEDROOM SINGLE-STORY DETACHED RESIDENCE ON AT 331 RUSS STREET, LOT 1, BLOCK 13, ASSESSOR'S PARCEL NUMBER: 026-174-001 AND RESOLVE AN EXISTING NONCONFORMING HOUSE THAT STRADDLES BOTH LOT 1 AND LOT 2, BLOCK 13, APN: 026-174-002, 327 RUSS STREET, KING CITY, CALIFORNIA.

WHEREAS, On **January 5, 2017**, Timothy Davis filed an incomplete application for Case No. VAR2017-001 for side and rear yard setback variances for the construction of a two-bedroom single-story detached residence to replace a burned residence on Lot 1, Block 13 King City B&D Addition Tract, 331 Russ Street for a setback variance to reduce sideyard from six (6') feet to three (3') feet and reduce rear-yard setback from ten (10') feet to four (4') feet;

WHEREAS, on **August 4, 2017**, after receipt of building design drawings, the application was found to be complete; and

WHEREAS, on **July 25, 2017**, the Project Review Committee ("**PRC**") met to discuss the variance application and provided conditions of approval; and

WHEREAS, pursuant to the California Environmental Quality Act ("**CEQA**") Guidelines (14 Cal. Code Regs. §15000 et. seq.), the project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures); and

WHEREAS, a Notice of Public Hearing was noticed in the South County Newspaper *The Rustler* and Notice of Public Hearing was sent to all property owners within three-hundred feet (300') of the Project; and

WHEREAS, on **September 5, 2017**, the Planning Commission ("**Commission**") reviewed and considered the information provided in the Staff Report and testimony presented during the public hearing, and accepted the **Findings of Fact** as outlined in **Exhibit 2** and the Applicant's submittals shown in **Exhibit 1** and **Figures 4, 5, 6, 7** and **8** of the staff report; and

WHEREAS, the Commission makes the followings Findings of Facts:

California Environmental Quality Act ("CEQA**") Findings of Fact**

The project is categorically exempt (Class 1 Existing Facilities and Class 3 New Construction or Conversion of Small Structures) pursuant to Sections 15301 and 15303 of the California Environmental Quality Act ("**CEQA**") Guidelines."

Variance for Sideyard and Rearyard Setback Reduction Findings of Fact

- a. The Planning Commission finds that approval of the variance shall be subject to such conditions as will assure that the adjustment thereby authorized shall not

constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity. In doing so, the Planning Commission finds that the subject proposal for Lot 1 will reduce the rear yard setback from ten (10') feet to four (4') feet and the sideyard setback for the subject residence from six (6') feet to three (3') feet to match the rear yard setback of the house that burned.

- b. The Planning Commission finds that because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict literal application of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity. The special circumstances include the fact that there are other properties under the same R-2 Zoning and within the block that have less than six (6') foot side yard and less than ten (10') foot setbacks from the alley.
- c. The Planning Commission finds that the circumstances of this particular case, the approval of the reduced side yard setback, rather than the sections at issue in this title related to minimum sideyard setback, carry out the spirit and intent of this title.
- d. The Planning Commission finds that the provisions required per Municipal Code Section 17.58.060 and recommended by the City Attorney requiring a lot line adjustment to resolve the nonconforming status of the fourth residence that straddles the lot line between Lots 1 and 2, both lots of which are owned by the Applicant.
- e. The Planning Commission, by approval of the conditions, has created adequate guarantees that the Applicant will comply with the conditions.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King approves Variance Permit VAR Case No. 2017-001, for the permits for a single-story two-bedroom residential unit, for the reduced sideyard setback from six (6') feet to three (3') feet and rearyard setback from ten (10') feet to four (4') feet consistent with the Conditions of Approval (**Exhibit 4**) and the project submittals (**Exhibit 1** and **Figures 4, 5, 6, 7 and 8**) as presented.

This resolution was passed and adopted this 5th day of September, 2017, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DAVID NUCK, CHAIRPERSON

ATTEST: _____
ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

EXHIBIT 4

CONDITIONS OF APPROVAL
PROJECT CASE NO. VAR2017-001

Community Development Department (The Applicant should discuss the following conditions of approval ("**COA**") with Maricruz Aguilar-Navarro, 831-386-5916, if there are any questions):

1. **Project Description:** Variance Case No. VAR2017-001 for the construction of a detached two-bedroom residential unit on the corner parcel, Lot 1, Block 13, APN-026-174-001, and a setback variance to reduce side yard setback from six (6') feet to three (3') feet and rear yard setback reduction from ten (10') to four feet, 2 inches (4'-2"). The property is located at 331 Russ Street and is within the Medium Density Residential ("**MDR**") General Land Use designation and ("**R-2**") on the Zoning Map. The house shall be constructed in accordance with **Exhibit 1** floor plan and elevation drawings included in the staff report, **Figures 4, 5, 6, 7 and 8**, as approved by the Planning Commission on **September 5, 2017**, including compliance with all Conditions of this Permit.
2. **Approval Period:** The approval period for this permit shall be in accordance with the approved drawings and sketches and shall be null and void if not used within one (1) year from the date of the approval. Then the approval shall immediately expire and any building permit issued in reliance thereon shall be deemed cancelled and revoked. Municipal Code Section 17.64.030 prohibits any time extensions of the CUP and Variance beyond one year from the date of approval.
3. **Hold Harmless Clause:** Hold Harmless and Indemnification Clause: The Applicant agrees, as part of and in connection with each and all the applications and approvals, to defend, indemnify, and hold harmless the City of King ("**City**") and its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), employees and agents (including Earth Design, Inc., and Hanna & Brunetti) from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents (including Earth Design, Inc., Aleshire & Wynder, attorneys, and Hanna & Brunetti) to challenge, attack, set aside, void, or annul:

Any approvals issued in connection with all approvals, actions and applications by City covered by the conditions of approval and/or mitigation measures; and/or

Any action and approvals taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("**CEQA**") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council. The Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in

connection with such proceeding whether incurred by the Applicant, *City, and/or parties initiating or involved in such proceeding.*

The Applicant agrees to indemnify City and its elected officials, officers, contractors, consultants, attorneys, employees and agents (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys) for all of City's costs, fees, and damages incurred in enforcing the **indemnification** provisions of this Agreement.

The Applicant agrees to defend, indemnify and **hold harmless** City, its elected officials, officers, contractors, consultants (including Earth Design, Inc., Hanna & Brunetti, Aleshire & Wynder, attorneys), attorneys, employees and agents (including Earth Design, Inc., and Hanna & Brunetti) from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (including, but not limited to, an environmental impact report, sphere of influence amendment, annexation, pre-zoning, general plan amendment, specific plan, vesting tentative tracts, sign applications, variances, conditional use permits, architectural review, etc.), if made necessary by said proceeding, and if the Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

In the event that the Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:

The counsel to so defend City.

All significant decisions concerning the manner in which the defense is conducted; and

Any and all settlements.

City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with the Applicant in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, any and all City Attorney, Staff and consultants' fees and costs shall be paid by the Applicant. In addition, in the event of litigation, the Applicant shall pay any and all City Staff and consultants' fees and costs.

The Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

4. **Other County, State and Federal Permits:** Before initiation of the proposed use, the Applicant shall provide copies of any required County, State and Federal permits or written verification of a waiver of permit requirement.
5. **Structural Changes:** Installation shall be in substantial conformance with the plans, conditions of approval presented to and approved by the Planning

Commission in connection with the project. No conditions, colors, materials or architectural features shall be eliminated, added or modified without Commission review and action, amended CUP, as applicable. The Community Development Director or her/his representative shall review plans for substantial conformance with the plans approved by the Planning Commission. Any major modifications shall require approval of the Planning Commission.

City of King Building and Safety Department (The Applicant should discuss the building permit submittal process with Paul Hodges, Chief Building Official Building and Safety Department at (831) 386-5915.)

6. **Building Plans:** All COA shall be imprinted on plans submitted for building permits. Building plans shall comply with the current Title 24 California Building Standards Codes.
7. **Soils Report:** As part of the building permit submittal, if deemed necessary by the City Building Official, the Applicant shall submit a Soils Report prepared by a State of California-Registered Engineer or State of California-Registered Geotechnical Engineer. The Soils Report shall be reviewed and approved by the Chief Building Official.
8. **Business License:** Before issuance of a building permit, a business license shall be obtained for every person conducting or carrying on the business of general contractor or contractor constructing, altering, repairing, wrecking or salvaging buildings, highways, roads, railroads, excavations or other structures, projects, developments or improvements.

Every person conducting or carrying on the business of electrical, plumbing or painting subcontractor.

Every person conducting or carrying on the business of masonry, glazier, cement, floor, heating, plastering, roofing, sash, sheet metal, tile, lathing and any other subcontractor not specifically mentioned in this Title 5 of the Municipal Code.

Every person conducting or carrying on the business of house moving, grading, paving, wrecking, sewer construction, pipeline construction, trenching, or excavating.

Public Works Department (The Applicant should contact Octavio Hurtado, Hanna & Brunetti 408-842-2173, ohurtado@hannabrunetti.com, regarding the following COA, if there are any questions.)

9. **Infrastructure and Underground Utilities:** Before issuance of a building permit, plans for sewer line connections shall be submitted to and reviewed by the City Engineer. Individual sewer connections for each separate residence are required. The underground utilities shall include storm drain piping, sanitary sewer, water piping, and other requirements per City standards.

Miscellaneous Conditions:

- 10. Lot Line Adjustment Approval:** Prior to issuance of a building permit, the Applicant is required by Municipal Code 17.58.060 to resolve an existing non-conforming status, a house that currently straddles the lot line between the corner parcel (Lot 1, Block 13) and the interior parcel (Lot 2, Block 13). Resolving the nonconforming land use can be achieved by either (i) removing the portion of the house that encroaches on the adjoining lot to meet the minimum setback requirements of the Municipal Code (five feet); or (ii) by a lot line adjustment to move the lot line a minimum of five (5') feet from the existing house to meet setback requirements; or (iii) by subdividing the property to bring the existing house into conformance with setback requirements of the Municipal Code. Removal of the portion of the existing house will require a building or other permits from the City consistent with the Municipal Code. A lot line adjustment is subject to the approval of the City, and may require easements for access to the residence and parking. Any subdivision must comply with Title 16 (Subdivisions) of the Municipal Code.
- 11. Parking and Driveways,** Prior to issuance of a building permit, the Applicant shall provide plans showing the design of a garage or carport parking space for the proposed residence, and assure off-street open parking for the two (2) rear units, including all paving surfacing of the parking spaces and driveway for the new residential unit as required by Municipal Code Sections 17.54.010, 17.54.020, 17.54.030 and 17.54.050.

City of King Fire Department (The Applicant should contact the Fire Chief and the Chief Building Official for any Fire Life Safety questions at (831) 386-5915.)

- 12. Automated Fire Suppression System:** Concurrent with the building permit application, if the proposed residence is constructed closer than five (5') feet from the property line, or if otherwise required by regulation, the Applicant shall submit automated fire suppression system plans to the Building and Safety Department. The fire suppression system plans shall be reviewed and approved by the City Engineer and Fire Department, **before final of final occupancy permit**. The fire sprinkler plans will also need to be routed to the city contracted fire plans examiner Art Black, Carmel Fire for Fire Plan Review. Other fire-protection measures, as defined by Building and Fire Codes, may be required.

Variance Permit Agreement

The Variance Permit is **not** valid until all Conditions of Approval ("**COA**") and mitigated measures imposed by the Planning Commission are signed for and agreed to by the Applicant.

I have received a copy of the Variance Approval, and agree with them. I understand that if I do not abide by them the Planning Commission has the authority to revoke my variance permit, pursuant to the Municipal Code. (Reference Municipal Code §17.64.040.).

Applicant Signature: _____ Date: _____