



## ALPINE CITY COUNCIL MEETING AGENDA

**NOTICE** is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a Public Meeting on **Tuesday, September 11, 2018 at 7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

**I. CALL MEETING TO ORDER \*Council Members may participate electronically by phone.**

- A. Roll Call:** Mayor Troy Stout
- B. Prayer:** Carla Merrill
- C. Pledge of Allegiance:** By invitation

**II. CONSENT CALENDAR**

- A. Minutes of the City Council Meeting of August 28, 2018**
- B. Bond Release #3 – North Point View, Plat C – \$42,218.50**
- C. Resolution 2018-11- Updating the Consolidated Fee Schedule to Include Fees for Small Wireless Facilities**
- D. Resolution 2018-12 – Approving an Interlocal Agreement Amending and Joining Central Utah 911**

**III. PUBLIC COMMENT**

**IV. REPORTS and PRESENTATIONS**

- A. Deer Control Plan Report**

**V. ACTION/DISCUSSION ITEMS**

- A. Moyle Park Landscaping Plan:** The Council will review and consider approving the amended landscaping plan.
- B. Ordinance No. 2018-05, Amending Article 3.32 (Retaining Walls) of the Alpine City Development Code.** The City Council will consider approving amendments to the fencing and location requirements of retaining walls.
- C. Ordinance No. 2018-06, Amending Article 4.8.4 (Commencement of Construction) of the Alpine City Development Code.** The Council will consider an amendment regarding commencement of construction.

**VI. STAFF REPORTS**

**VII. COUNCIL COMMUNICATION**

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

**ADJOURN**

Mayor Troy Stout  
September 7, 2018

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need a special accommodation to participate, please call the City Recorder's Office at (801) 756-6347 x 4.  
CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main and sent by e-mail to The Daily Herald located in Provo, UT, a local newspaper circulated in Alpine, UT. This agenda is also available on our web site at [www.alpinecity.org](http://www.alpinecity.org) and on the Utah Public Meeting Notices website at [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html)

# PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

## **Public Hearing vs. Public Meeting**

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

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

**ALPINE CITY COUNCIL MEETING**  
**Alpine City Hall, 20 N. Main, Alpine, UT**  
**August 28, 2018**

**I. CALL MEETING TO ORDER:** The meeting was called to order at 7:00 pm by Mayor Troy Stout.

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

Mayor Troy Stout

Council Members: Ramon Beck, Carla Merrill, Lon Lott. Jason Thelin, Kimberly Bryant via phone

Staff: Shane Sorensen, Marla Fox, David Church, Austin Roy

Others: Susan Cluff, Sherman Myers, Catherine Marchant, Ralph Summers, Valerie Summers, KayLynn Sims, Katherine Chatfield, Rich Bloomfield, Linn Stuebner, Ashley Carter, Tyler Carter, Griff Johnson, Gordon Willis, Susan Willis, Bert Wiseman, BethAnn Wiseman, Julie Beck, Shirley David, Mike Davis, Glenn Simmons, Mark Droubay, Ned Callister, Debra Callister, Debra Williams, Mike Pine, Jennifer Lovelady, Valerie Myers, Sherman Myers, Laicie Lawrence, Mark Goodsell, Lynn V. Anderson, Heather Johnson, Hannah Johnson, Lisa Marion, Daryl Stallings, BJ Lamb, Joey Schmutz, Danelle Schmutz, Victoria Petty, Darin Bell, Jeff Call, Shirley Banner, Kris Topham, Lisa Galinko, Judi Pickell, Hanly Brown, Janis Fettesr Allison Fettesr, Tom Watkins, Will Jones, Tanner Davis, John Langford, Robert Jeffs, Tim Clark, Mike Pierce, Shirley Barnes

**B. Prayer:** Troy Stout

**C. Pledge of Allegiance:** Tanner Davis

**II. CONSENT CALENDAR**

**A. Minutes of the City Council meeting of August 14, 2018**

**B. Bond Release #2 – North Point View, Plat C - \$88,479.35**

**C. Award Bid – 2018 Overlay Project – Granite Construction - \$185,000.40.** Shane Sorensen said the low bid was submitted by Granite Construction. They had previously done work for the City and did a good job. He recommended awarding the bid to Granite Construction.

**MOTION:** Lon Lott moved to approve the Consent Calendar. Ramon Beck seconded. Ayes: 3 Nays: 0. Motion passed.

**Ayes:**

Ramon Beck  
 Carla Merrill  
 Lon Lott

**Nays:**

none

**III. PUBLIC COMMENT**

Kaylyn Simms - 880 W 875 S Lehi, UT. She said she was a crossing guard for the Lone Peak Police Department. With the amount of traffic already coming down Main Street, she was concerned about the impact of additional growth and developments possibly coming to the area. She said her number one concern was the children.

Ashley Carter -502 N Matterhorn Drive. She said she was an attorney and the mother of four young children. She was the assigned spokesman for the hundreds of citizens who are opposing the Blue Bison Development which proposed a road connecting into Alpine City via Summit Point. She said they would be monitoring the situation and the City Council's involvement carefully in the coming weeks and months. She and her husband had moved to Alpine five years ago because they wanted a quiet, safe place to raise their children. Her children were able to cross the street to visit friends and ride their bikes around the sidewalks. However, she had reviewed the Blue Bison plans and anyone heading to Smiths or the I-5 would come down her street. If the plan was approved, several quiet, kid friendly streets would turn into major traffic arteries. She feared for the safety of her children and was concerned about the impact of one hundred or four hundred houses in the Blue Bison Development.

Mrs. Carter said that once the Blue Bison Development existed, it would be very easy for Draper to allow more development up the mountain. Alpine would change from a quiet bedroom community to just another continuous sprawl along the Wasatch Front.

Mrs. Carters said she was there to ask the City Council to take action. She realized that some of the damage had already been done by the actions and inactions of their predecessors and knew that this Council had not created the situation, but the current Council could still make a very real difference in the outcome if they chose to. Alpine residents wanted and needed them to take the actions they could take now. She specifically asked the City Council to fight against the connection of a road beyond Alpine borders into Draper developments; choke it off where they could, while they could

Mrs. Carter said the residents would like the Council to learn every possible legal option they had to block the road connection. She said she was an attorney and knew enough to know this was a highly specialized area of law and an expert was needed. She asked the council to do three things:

First, hire an experienced land use attorney to inform them, and potentially the Draper City Council, of Alpine's rights, and how they could block the road in court if needed. Knowledge was power and if Draper knew they had the law on their side, they would not approve the road.

Second, she asked the Council to communicate with their Draper City counterparts to whatever degree was appropriate and voice their opposition to this development and the road. Draper might not care what an Alpine citizen said, but they should respect and listen to their fellow city leaders.

Third, she asked the Council to continue to attend the Draper City meetings on these issues; the concerned residents would be there too. Mrs. Carter said she had heard the City planned to take a wait and see approach and fight the battle in court later if it came to that. But waiting was the wrong approach. An ounce of prevention was worth a pound of cure and the time to fight this was now. As a practical matter, it would be much easier to influence the plans while they were theoretical rather than after they were approved, and the road was in progress. As a financial matter, it would be much cheaper for the City to pay for a few hours of legal advice up front rather than pay for hundreds of hours litigation after the road was approved.

Mrs. Carter said she'd heard the City feared being accused of collusion if it fought this. She said collusion was not applicable here. Collusion was secret cooperation to deceive others, but that was not going on here. By standing up to Blue Bison, the Council would only be doing their duty to protect the Alpine City plan, its citizens, and its very nature. Mrs. Carter said she believed a greater legal danger could arise from failure to take action. If they did nothing, they ran the risk of a lawsuit from Alpine homeowners for failure to do their duty and thereby causing loss of property values. She did not expect Alpine citizens to sit quietly by while the Council let Draper bore into their community and change the nature of the city they led and represented. She asked again that the Council please stand up for the citizens. She promised that the citizens would be behind them. She said she was grateful for their service to the city and would eagerly await their next step.

Mayor Stout said the City Council was focused on this and wanted to do their best in this situation. He said he'd met with some residents at the Draper City Council Meeting and had made their position clear. He said the City did not have a plan to accommodate roads leading into Draper. He said they had some roads into Highland where it made sense but that always happened through arterial roads. He said we don't have an arterial connection up to the Draper area. In the past and in the future, they had no plans to go into Draper.

Mayor Stout said that to some degree, they would have to wait and see because the property owners had to apply for something in order for it to be discussed. That had not officially happened. When it did, they would be able to evaluate it and make a decision. Mayor Stout repeated that the City's position was to oppose roads leading into that area.

Sherman Meyers -554 Lakeview Drive. He said he wanted to encourage the City to proactively and aggressively fight this issue. They would have increased traffic and additional use of our parks. He said he would like to see traffic calming devices on that road if it did end up connecting to Draper.

John Langford and Tanner Davis, Boy Scouts from Troop 1140, proposed an Eagle Project to scrape and re-stain the north and south sections of the fence at the entrance to the Alpine City Cemetery. The scouts would purchase the stain and supplies for the project. They said it would make the cemetery look nicer and increase the life of the wood. It would show respect for former residents who are buried there, and kindness to the families who visited the cemetery. Ramon Beck approved and signed off on their project.

Tom Watkins -734 Summit Way. He said he fully agreed with Ashley Carter, and stated that she represented a lot of people. He said the City needed to hire an attorney now. There were things they'd been told that they could do with the easement that had caused them a nightmare. He understood from legal opinions that if they waited until there was a filing for this development, it might be too late. He said the citizens had provided the Council with two very competent attorneys that could represent the City and they could stop it now. He knew what happened when they delayed things, and the litigation that followed because things were not handled properly upfront. Mr. Watkins strongly encouraged the City Council to take action by hiring one of those two attorneys or somebody else.

#### IV. REPORTS AND PRESENTATIONS

**A. Financial Report.** Shane Sorensen said the audit was underway and the audit report was tentatively planned for the second week in September.

Councilman Jason Thelin joined the meeting.

**B. Commit to the Limit Report – Julie Beck.** Julie Beck reported on the progress of the Public Safety Committee. There had been a lot of complaints about speeds up to 50 mph in a 25mph zone. Citizens were frustrated and had put up their own signs and cones, the children were being held prisoner behind their fences and doors.

In May of 2018, Mrs. Beck said she was invited to come up with a plan. She had asked the City to support three things. 1) A citizens' campaign focusing on values and key behaviors that would help Alpine become a more respectful city. 2) Increased law enforcement. 3) Create some physical changes that would calm traffic in town. Mrs. Beck said she had formed a committee and asked those committee members to stand and be recognized for all their hard work. They had a Charter and wanted to truly operate as a city committee and not just as a citizen's special interest group.

Julie Beck said her committee has worked hard to have a community where people felt safe and respected. They were not the police but were helpers to the Council. On Alpine Days the Committee served pie to those who committed to drive the speed limit. They had also been to the Back to School nights to spread the word there. Mrs. Beck said she had spoken with Chief Gwilliam and he was in total support of the program. There would be more online presence and more education in the futures. The committee would like to focus on the entrance signs to the city, and they had a donor to pay for them. The signs would be semi-permanent and be made out of the same material as other highway signs to withstand the weather conditions. Julie Beck thanked the City council for their partnership with this project. Mayor Stout thanked the Safety Committee for all their hard work and said the city appreciated them.

Lon Lott asked if there was a plan to install the signs and then remove them at some point. Julie Beck said they were in the beginning stages and still planning. Lon Lott said he is concerned about others putting up signs if they saw the safety signs.

David Church said traffic control signs were allowed but they couldn't discriminate on content of the signs. Everyone would have to comply with the sign ordinance. Jason Thelin said the ordinance could be changed to allow City Council approved signs. David Church said it was difficult to sanction some signs but not give approval to others. Signs could not be located in the public right-of-way.

#### V. ACTION/DISCUSSION ITEMS

**A. Willow Canyon Height Variance – 75 N Preston Drive – Tim Clark.** David Church explained that in 1996 the City was involved in a contentious discussion, and after many meetings, the city agreed to the Willow

1 Canyon Annexation Agreement. This agreement stated that *"No home may be built on lots above the High Bench*  
2 *Ditch that exceeds a height of 25 feet above the natural grade to the highest point of the roof or parapet."*  
3

4 It was more restrictive than the height allowance in the rest of the City but the residents in Willow Canyon area  
5 agreed to it. The purpose of the restriction was to preserve the natural scenic view of the foothills. There was some  
6 resistance from the community when Willow Canyon was petitioning for annexation and this was included in the  
7 Agreement as a concession.  
8

9 Since the annexation, the City Council had approved several variances to the height restriction when the Willow  
10 Canyon HOA has reviewed the request and recommended approval of a variance. The applicant was required to go  
11 to the HOA and get approval for the additional height. Mr. Church said that it didn't appear that Mr. Clark had  
12 received approval from the HOA. Mr. Clark's lot was one of several large lots that was not included in the Willow  
13 Canyon subdivision and was not subject to the HOA, but was part of the Willow Canyon Annexation.  
14

15 Mayor Stout asked how many lots were left to be reviewed. Shane Sorensen said approximately 6 lots. Mr. Church  
16 said some of the properties were not part of the HOA and were not subject to the CC&R's. He said any property in  
17 the annexation agreement was subject to the 25-ft height limit. He also said that they needed to treat this property no  
18 differently than others in the past.  
19

20 Tim Clark said he had submitted his plans to the City a few months ago and everything was approved. He said he  
21 was issued a permit and then it was called back because of a procedural error and he was asked to come to City  
22 Council. He said his property was on 5 acres and a lot of it was in a conservation easement and not close to  
23 neighbors. Mr. Clark said all the plans have been approved and this was the last step. He said he believed the height  
24 limit was overly restrictive.  
25

26 Mayor Stout said even though this seemed restrictive, it was a condition of the annexation. He said he supported the  
27 restriction because it still allowed homes to be built but limited the visibility.  
28

29 David Church said the current building permit staff did not know about the height restriction or the annexation  
30 because they were not around in 1996 and they rarely got building permit applications in that area. He apologized to  
31 Mr. Clark for letting it get so far in the process before catching the error.  
32

33 Robert Jeffs represented the Willis family, who owned property next to the Clark property, and wanted to see the  
34 height restriction enforced. He said the City did not have the power to ignore their obligation to enforce the terms of  
35 the annexation agreement, and unilaterally give a variance. Mr. Jeffs said every other homeowner up there had to  
36 comply with the annexation agreement and had excavated extensively in order to comply. Mr. Jeffs said Mr. Clark's  
37 home was significantly higher than he was stating. The five-acre property provided enough opportunity to build a  
38 large home and still comply with the height restrictions. He said the City was putting the Willis family in the  
39 position of having to enforce the annexation agreement, which they shouldn't have to do since they would be  
40 neighbors.  
41

42 Lon Lott said that Mr. Willis received a variance on his own home for a taller home. Gordon Willis said he had to go  
43 through a certain procedure and have his building process monitored with surveys of the footings.  
44

45 Lynn Anderson said he built his home 13 years ago and said it would be unfair to the people of Willow Canyon if  
46 this variance was approved. He said they had to spend months and months with his architect to meet the height  
47 restriction.  
48

49 Mike Pierce said his neighbors had not been aware of the size of Mr. Clark's home that was planned to be built in the  
50 neighborhood. He said all the neighbors had to work with the architectural committee and neighbors to get approval  
51 and go through a strict process. It was not fair to relax the restrictions today. He said the City was the one who put  
52 the restriction on this because of pressure from the residents of Alpine not wanting houses on the mountain.  
53

54 Shane Sorensen said a few homes went through the architectural committee but were not sent to the City Council for  
55 approval.  
56

Mr. Clark said before he purchased the property he asked the City Engineer if the City enforces height restrictions and he was told the City had given variances. He then purchased the property and went through the whole process with transparency. Now that he was completely done, he was now being told he needed additional approval from the City.

**MOTION:** Jason Thelin moved to deny the height variance for the Tim Clark property located at 75 N. Preston Drive. Carla Merrill seconded. Ayes: 3 Nays: 2 Motion passed.

**Ayes:**

Jason Thelin  
Carla Merrill  
Kimberly Bryant

**Nays:**

Lon Lott  
Ramon Beck

**B. Willow Canyon Height Variance – 25 S Preston Drive – Rich Bloomfield.** Mr. Bloomfield requested a variance to the height restriction for lot 21 of the Willow Canyon subdivision 2B. Rich Bloomfield said that he had submitted his drawings to the architectural committee a week ago and placed five phone calls with no return and three emails with no response. He said he was trying to comply, but it was difficult with no communication. He said his property required approval from the HOA and from the City but he didn't think it had to be done in a particular order. Mr. Bloomfield said he had difficult topography and it was hard to measure from natural grade. He said this lot belonged to an original land owner who said this property would not limit anyone's view. He said the owner of the property was having a difficult time selling the lot because of the restriction. Mr. Bloomfield said he would have to bury his garage in order to make it fit.

Shane Sorensen said this particular lot did have some topography difficulties that may need to be looked at.

Gordon Willis said he would like the homes measured from natural grade as required in the Annexation Agreement.

Mr. Bloomfield said Joel Kester had told him that variances have been given for at least 9 feet.

Tim Clark said it was premature to make a motion when they didn't know all the data. The City needed to look at all the variances given.

**MOTION:** Ramon Beck moved to table the Rich Bloomfield height variance request for the property located at 25 S. Preston Drive. Lon Lott seconded. Ayes: 5 Nays: 0 Motion passed.

**Ayes:**

Ramon Beck  
Carla Merrill  
Kimberly Bryant  
Lon Lott  
Jason Thelin

**Nays:**

none

**C. Alpine View Estates PRD – Final Plat – Griff Johnson:** Austin Roy said the proposed development was located in the CR-40,000 zone at approximately 391 N. 400 W. It was originally proposed with 19 lots on 19.30 acres with lot sizes ranging between 0.46 acre to 0.88 acres and approximately 4.84 acres of public open space. The City Council reviewed this at their meeting of August 14, 2018 and tabled it because Lot 20 was an illegal lot and would need to be redesigned.

Austin Roy said the developer has made amendments to the plat by making lot 20 legal. They were able to do this by shaving a little bit of property off a few lots. The plat showed a trail and mets all the ordinances.

Shane Sorensen said lot 20 would have to go through a lot line adjustment with the City Recorder.

Griff Johnson said they had resolved all the issues and ask the City Council for approval.

Carla Merrill asked Will Jones why the trail committee is asking for a paved trail. Will Jones said the process was to send out an email to the committee and have a discussion. He said Breezy Anson was excluded for the last discussion because the committee agreed that Mr. Anson had a conflict of interest. Mr. Jones said there were some issues with the trail on the Anson's property. Mr. Jones said a dirt trail was difficult to maintain and that's where the paved trail came in. He said he didn't feel like they needed an 8-foot-wide paved trail. That would be up to the Council. Mr. Jones said that Whitey Anson did not want a paved trail so there are differing opinions. Will Jones said the City needed a master trail design, so they knew what they wanted before projects are submitted.

Griff Johnson said he had always presented this as a dirt trail. Whitey Anson had said he would not continue the trail through his property unless it was a dirt trail. A group had walked the trail and felt it should be a 3-foot-wide trail.

Jason Thelin said he didn't think anyone would use this trail except for a few residents. He said he would like to see the PRD useable with a pavilion or a bench. Griff Johnson said he had plans to put a bench there.

**MOTION:** Ramon Beck moved to approve Alpine View Estates PRD Final Plat with the following conditions:

1. Lot Line adjustment made
2. Easement required for a detention basin

Kimberly Bryant seconded. Ayes: 5 Nays: 0. Motion passed.

**Ayes:**

Ramon Beck  
Carla Merrill  
Kimberly Bryant  
Lon Lott  
Jason Thelin

**Nays:**

none

**D. Senior Housing Overlay – 242 S Main Street.** Developer Alan Cottle proposed a 55+ Senior Housing community located at 242 S. Main Street. Austin Roy said it would consist of 27 units on 3.87 acres in the Business Commercial zone. The Senior Housing Overlay zone may be located within the Business Commercial zone but needed to be approved by the Council. The overlay zoning would not take effect until the Council had approved the final plat.

The development would have two accesses onto Main Street. The Fire Chief said he wouldn't approve the project without two exits. Austin Roy said there was a stub street on the south end of the project as well.

David Church said this property will need cross easement with the adjoining commercial property. However, the only decision that needed to be made that night was whether or not to approve the Senior Housing Overlay zoning. The developer wanted some assurance that the overlay zone would be approved before he spent a lot of money designing the project.

Judy Pickell asked if this is a legislative decision and if the overlay zone was automatic. She said there a very few building lots available for businesses and the City needed businesses for tax purposes. She said the traffic was a problem with the charter school across the street. She said she preferred to see businesses fronting on Main Street.

Austin Roy said the Planning Commission held a public hearing on the proposed overlay zone at their meeting of August 21, 2018, received public comment, and made a motion to recommend approval.

Alan Cottle showed some renderings of what they are proposing to build. He showed a large pavilion where community events could be held. He said because it was in the Historic District, they would try model the homes to fit that look. He showed where the entrances would be and the landscaped area.

Mr. Cottle said he had done traffic studies and Alpine doesn't generate enough traffic to support businesses. Also adding commercial businesses would only add to the traffic problem. He said in his experience businesses would go next to freeway exits for easy access.



Lon Lott asked if it was possible to add a turning lane. He suggested this could be an opportunity to correct the traffic problem before something was built.

Kimberly Bryant said she has spoken with multiple people who supported this project.

Shirley Barnes said she would like to see traffic studies done before it was approved. She didn't want to see the business parking lots become public roads.

David Church said the crossover connections would not be for general public use. The traffic problem was because of the Mountainville Academy. The traffic problem couldn't be put on this property owner. There would be traffic going there regardless of what was built on the property.

**MOTION:** Kimberly Bryant moved to approve the Montdella Senior Housing Overlay. Ramon Beck seconded. Ayes: 4 Nays:1. Motion passed.

**Ayes:**

Ramon Beck  
Carla Merrill  
Kimberly Bryant  
Lon Lott

**Nays:**

Jason Thelin

Judi Pickell said we need to adjust our ordinance to allow senior housing to be allowed in other areas in Alpine.

**E. Retaining Wall Exception – 1312 E. 466 S. – Bearss residence.** The petitioner, Jackson and LeRoy Construction, submitted a request for an exception to the retaining wall height ordinance (9 feet maximum) for the Bearss property located at 1312 East 466 South. Plans for the proposed retaining wall show a height of 12 feet.

Staff recommended approval based on the City Engineer's finding that:

1. Calculations were submitted which showed it could be safely constructed to that height. The calculations would be independently reviewed prior to issuing a building permit.
2. The wall would not be seen from the nearest public ROW which was 980 feet from the residence.

Planning Commission reviewed the request and recommended approval.

**MOTION:** Jason Thelin moved to approve the Bearss Retaining Wall Exception at 1312 E. 466 S. with the following conditions:

1. Calculations would be independently reviewed prior to issuing a building permit to show the wall could safely be constructed at that height.
2. The wall would not be seen from the nearest public ROW which was 980 feet from the residence.

Ramon Beck seconded. Ayes: 5 Mays: 0 Motion passed.

**Ayes:**

Ramon Beck  
Carla Merrill  
Kimberly Bryant  
Lon Lott  
Jason Thelin

**Nays:**

none

**F. Resolution No. R2018-10, Appointing Dale Ihrke to the TSSD Board.** Shane Sorensen said Dale Ihrke has been serving as Alpine's representative to the TSSD Board since 2014 and had done an excellent job. It was proposed that he be reappointed.

Mr. Ihrke said he was a registered Civil Engineer and had worked for 25 years in this area. He was semi-retired and would like to volunteer and give back to the community. He said he was recently been voted as vice-chair and enjoyed being on the board. He said there is a lot of growth in the Eagle Mountain area and work being done in the Utah Lake area with the algae blooms and growth in the area as well.

**MOTION:** Carla Merrill moved to approve appointing Dale Ihrke to the TSSD Board. Lon Lott seconded. Ayes: 5 Nays: 0. Motion passed.

| <u>Ayes:</u>    | <u>Nays:</u> |
|-----------------|--------------|
| Ramon Beck      | none         |
| Carla Merrill   |              |
| Kimberly Bryant |              |
| Lon Lott        |              |
| Jason Thelin    |              |

**G. Ordinance No. 2018-04, Small Wireless Facilities.** David Church recommended that Alpine City adopt the attached ordinance regarding the location of small wireless facilities in the public right-of-way controlled by Alpine City as required by state and federal law which takes effect on September 1, 2018. This law made it a permitted use for small cell antennae use in the city right-of-way. The legislature passed it and said permits could be given approval by staff. By ordinance, the City could impose the same requirements they impose on the cable companies. He said small cell is a vague term and these things are ugly and people were not going to like them, but they had a right to put them on poles in public rights-of-way. He said the City had the right to charge the companies a fee but not more than they would charge other companies.

**MOTION:** Lon Lott moved to adopt Ordinance No. 2018-04, to approve Small Wireless Facilities according to State Law. Ramon Beck seconded. Ayes: 4 Nays: 1. Motion passed.

| <u>Ayes:</u>    | <u>Nays:</u>  |
|-----------------|---------------|
| Ramon Beck      | Carla Merrill |
| Kimberly Bryant |               |
| Lon Lott        |               |
| Jason Thelin    |               |

**H. Ordinance No. 2018-05, Amending Article 3.32 (Retaining Walls) of the Alpine City Development Code.** Mayor Stout said they would table this action item until the next City Council meeting.

**I. Ordinance No. 2018-06, Amending Article 4.8.4 (Commencement of Construction) of the Alpine City Development Code.** This item was tabled until the next City Council meeting.

**J. Moyle Park Landscaping Plan.** This item was tabled until the next City Council meeting.

## VI. STAFF REPORTS

David Church said he was fine if the neighbors in the Lakeridge area want to get together and hire another attorney. He said the easement across the city open space had been reserved for public roads in the past, so it would be hard to say differently now. Mayor Stout said those roads were all internal within the city boundaries.

Shane Sorensen reported on the following:

- People wanted to paint pickleball lines on the courts in Burgess Park. There were groups will to raise money for the project. rroups that are willing to raise money for this project.
- The Canyon Crest Road project was on waiting on the completion of the red light.
- No Parking signs could be placed in front of Paul Anderson's home on Main Street to help the flow of traffic to and from the charter school.

- Regarding the Welcome to Alpine/Safety sign, he said they would need diamond grade material for the signs to last.

## VII. COUNCIL COMMUNICATION

Lon Lott said he would like a nice Alpine City shirt with a logo. Shane Sorensen told him to buy a shirt and bring it in and they would reimburse him and get the logo put on it.

Mayor Stout reported on the following:

- Highland City and Alpine City would let Cedar Hills know what their exit costs would be and said it was less than what he was expecting. He expected them to leave soon which would make the Lone Peak Fire Department a two-town fire department.
- He asked staff to be careful what they said to the public about the Blue Bison project and suggested they refer questions to the Council or David Church.
- He said he had been in communication with the Forest Service and Mike Lee about restricting shooting on the Alpine City border. The Forest Service would provide or pay for signage. David Church said there would be opposition if they tried to restrict shooting on Forest Service land. The Council asked Austin Roy to look into it.
- He asked Shane Sorensen if they had permanent signs for Moyle Park. Shane Sorensen said we still need to discuss it.

Carla Merrill said seedlings in Lambert Park still needed to be watered. They'd lost some of the seedlings because of the hot summer and they still needed to be watered.

Jason Thelin asked about anonymous election donations and wanted to know if they had to be reported. He said he would like a little bit of training on that. David Church said there is a limit of \$50 from an anonymous donor.

## VIII. EXECUTIVE SESSION. None held

**MOTION:** Ramon Beck moved to adjourn. Carla Merrill seconded. Ayes: 5 Nays: 0. Motion passed.

### Ayes:

Ramon Beck  
Carla Merrill  
Kimberly Bryant  
Lon Lott  
Jason Thelin

### Nays:

none

The meeting adjourned at 11:05 pm.

ALPINE CITY  
ESCROW BOND RELEASE FORM  
Release No. 3

Thru Period Ending: Aug 31, 2018

North Point View Plat C  
Location: East View Lane

BOND HOLDER

| Description  | Quantity | Units | Unit Price |              | Total Cost    | % Completed This Period** | % Completed To Date** | Total This Period |
|--|----------|-------|------------|--------------|---------------|---------------------------|-----------------------|-------------------|
| SWPPP  |          |       |            |              |               |                           |                       |                   |
| Stabilized Construction Entrance                     | 1        | LS    | @          | \$ 3,200.00  | \$ 3,200.00   | 0.0%                      | 95.0%                 | \$ -              |
| Silt Fence   | 750      | LF    | @          | \$ 2.50      | \$ 1,875.00   | 0.0%                      | 95.0%                 | \$ -              |
| Curb Inlet Protection                                | 8        | EACH  | @          | \$ 250.00    | \$ 2,000.00   | 70.0%                     | 95.0%                 | \$ 1,400.00       |
| Toilet Rental  | 4        | EACH  | @          | \$ 100.00    | \$ 400.00     | 0.0%                      | 0.0%                  | \$ -              |
| Toilet Pad Install                                   | 1        | EACH  | @          | \$ 250.00    | \$ 250.00     | 0.0%                      | 0.0%                  | \$ -              |
| Concrete Washout                                     | 1        | EACH  | @          | \$ 500.00    | \$ 500.00     | 0.0%                      | 0.0%                  | \$ -              |
| MOBILIZATION & EARTH WORK                            |          |       |            |              |               |                           |                       |                   |
| Mobilization   | 1        | LS    | @          | \$ 10,000.00 | \$ 10,000.00  | 45.0%                     | 95.0%                 | \$ 4,500.00       |
| Clear & Grub ROW                                     | 18500    | SF    | @          | \$ 0.15      | \$ 2,775.00   | 0.0%                      | 95.0%                 | \$ -              |
| Site Cut/Fill  | 1200     | CY    | @          | \$ 3.50      | \$ 4,200.00   | 0.0%                      | 95.0%                 | \$ -              |
| Remove existing fence                                | 265      | LF    | @          | \$ 5.00      | \$ 1,325.00   | 0.0%                      | 95.0%                 | \$ -              |
| Remove asphalt in cul-de-sac                         | 5930     | SF    | @          | \$ 1.10      | \$ 6,523.00   | 0.0%                      | 95.0%                 | \$ -              |
| Tree Removal   | 1        | LS    | @          | \$ 6,500.00  | \$ 6,500.00   | 0.0%                      | 95.0%                 | \$ -              |
| SANITARY SEWER                                       |          |       |            |              |               |                           |                       |                   |
| Extend 8" PVC Sewer                                  | 1        | LS    | @          | \$ 1,500.00  | \$ 1,500.00   | 0.0%                      | 95.0%                 | \$ -              |
| 4" Nose-on PVC Sewer Lateral                         | 1        | EACH  | @          | \$ 1,300.00  | \$ 1,300.00   | 0.0%                      | 95.0%                 | \$ -              |
| Import Trench Backfill                               | 100      | TON   | @          | \$ 14.00     | \$ 1,400.00   | 0.0%                      | 95.0%                 | \$ -              |
| STORM DRAIN  |          |       |            |              |               |                           |                       |                   |
| Connect to existing manhole                          | 1        | EACH  | @          | \$ 2,500.00  | \$ 2,500.00   | 0.0%                      | 95.0%                 | \$ -              |
| 15" RCP Storm Drain                                  | 104      | LF    | @          | \$ 45.00     | \$ 4,680.00   | 0.0%                      | 95.0%                 | \$ -              |
| 30" RCP Storm Drain                                  | 339      | LF    | @          | \$ 80.00     | \$ 27,120.00  | 0.0%                      | 95.0%                 | \$ -              |
| Combo Box  | 2        | EACH  | @          | \$ 4,650.00  | \$ 9,300.00   | 0.0%                      | 95.0%                 | \$ -              |
| Curb Inlet Box                                       | 2        | EACH  | @          | \$ 2,750.00  | \$ 5,500.00   | 0.0%                      | 95.0%                 | \$ -              |
| Clean Out Box  | 3        | EACH  | @          | \$ 3,500.00  | \$ 10,500.00  | 0.0%                      | 95.0%                 | \$ -              |
| 30" Flared End Section                               | 1        | EACH  | @          | \$ 1,850.00  | \$ 1,850.00   | 0.0%                      | 95.0%                 | \$ -              |
| Storm Drain Pond                                     | 1        | LS    | @          | \$ 3,450.00  | \$ 3,450.00   | 0.0%                      | 0.0%                  | \$ -              |
| Import Trench Backfill                               | 300      | TON   | @          | \$ 14.00     | \$ 4,200.00   | 0.0%                      | 95.0%                 | \$ -              |
| CULINARY WATER                                       |          |       |            |              |               |                           |                       |                   |
| Connect to Existing 8" CW Waterline                  | 2        | EACH  | @          | \$ 1,800.00  | \$ 3,600.00   | 95.0%                     | 95.0%                 | \$ 3,420.00       |
| 8" PVC C900 SD518 Culinary Water Main                | 285      | LF    | @          | \$ 28.00     | \$ 7,980.00   | 95.0%                     | 95.0%                 | \$ 7,581.00       |
| 8" CW Gate Valve                                     | 2        | EACH  | @          | \$ 1,850.00  | \$ 3,700.00   | 95.0%                     | 95.0%                 | \$ 3,515.00       |
| 8" CW Tee  | 1        | EACH  | @          | \$ 950.00    | \$ 950.00     | 95.0%                     | 95.0%                 | \$ 902.50         |
| 8" CW Bend or Fitting                                | 2        | EACH  | @          | \$ 850.00    | \$ 1,700.00   | 95.0%                     | 95.0%                 | \$ 1,615.00       |
| 10" PVC C900 SDR18 Culinary Water Main               | 55       | LF    | @          | \$ 33.00     | \$ 1,815.00   | 95.0%                     | 95.0%                 | \$ 1,724.25       |
| 10" CW Gate Valve                                    | 1        | EACH  | @          | \$ 2,685.00  | \$ 2,685.00   | 95.0%                     | 95.0%                 | \$ 2,550.75       |
| 10" CW Bend or Fitting                               | 1        | EACH  | @          | \$ 1,150.00  | \$ 1,150.00   | 95.0%                     | 95.0%                 | \$ 1,092.50       |
| Fire Hydrant Assebyl w/ Valve                        | 1        | EACH  | @          | \$ 5,850.00  | \$ 5,850.00   | 95.0%                     | 95.0%                 | \$ 5,557.50       |
| 1" Poly Culinary Water Services                      | 2        | EACH  | @          | \$ 1,350.00  | \$ 2,700.00   | 0.0%                      | 0.0%                  | \$ -              |
| CW Temp Blowoff                                      | 1        | EACH  | @          | \$ 1,250.00  | \$ 1,250.00   | 95.0%                     | 95.0%                 | \$ 1,187.50       |
| Import Trench Backfill                               | 325      | TON   | @          | \$ 14.00     | \$ 4,550.00   | 95.0%                     | 95.0%                 | \$ 4,322.50       |
| PRESSURIZED IRRIGATION SYSTEM                        |          |       |            |              |               |                           |                       |                   |
| Connect to existing 4" PI Waterline                  | 2        | EACH  | @          | \$ 1,500.00  | \$ 3,000.00   | 95.0%                     | 95.0%                 | \$ 2,850.00       |
| 4" PVC C900 SDR18 Pressurized Irrigation             | 315      | LF    | @          | \$ 26.00     | \$ 8,190.00   | 0.0%                      | 0.0%                  | \$ -              |
| 4" PI Gate Valve                                     | 3        | EACH  | @          | \$ 1,650.00  | \$ 4,950.00   | 0.0%                      | 0.0%                  | \$ -              |
| 4" PI Tee  | 1        | EACH  | @          | \$ 750.00    | \$ 750.00     | 0.0%                      | 0.0%                  | \$ -              |
| 4" PI Bend or Fitting                                | 2        | EACH  | @          | \$ 650.00    | \$ 1,300.00   | 0.0%                      | 0.0%                  | \$ -              |
| 1" Poly PI Water Services                            | 2        | EACH  | @          | \$ 1,550.00  | \$ 3,100.00   | 0.0%                      | 0.0%                  | \$ -              |
| PI Temp Blowoff                                      | 1        | EACH  | @          | \$ 1,250.00  | \$ 1,250.00   | 0.0%                      | 0.0%                  | \$ -              |
| Import Trench Backfill                               | 260      | TON   | @          | \$ 14.00     | \$ 3,640.00   | 0.0%                      | 0.0%                  | \$ -              |
| ROADWAY IMPROVEMENTS                                 |          |       |            |              |               |                           |                       |                   |
| Remove and Replace Asphalt - Utilities               | 300      | SF    | @          | \$ 8.50      | \$ 2,550.00   | 0.0%                      | 0.0%                  | \$ -              |
| Rough Grade Native Sub-Grade                         | 18500    | SF    | @          | \$ 0.15      | \$ 2,775.00   | 0.0%                      | 0.0%                  | \$ -              |
| 24" Curb and Gutter Prep (6" Road Base)              | 566      | LF    | @          | \$ 3.50      | \$ 1,981.00   | 0.0%                      | 0.0%                  | \$ -              |
| 24" Curb and Gutter                                  | 566      | LF    | @          | \$ 16.00     | \$ 9,056.00   | 0.0%                      | 0.0%                  | \$ -              |
| 8" Road Base   | 9500     | SF    | @          | \$ 0.95      | \$ 9,025.00   | 0.0%                      | 0.0%                  | \$ -              |
| 3" HMA Paving  | 9500     | SF    | @          | \$ 1.60      | \$ 15,200.00  | 0.0%                      | 0.0%                  | \$ -              |
| Sidewalk Prep (6" Road Base)                         | 2170     | SF    | @          | \$ 0.85      | \$ 1,844.50   | 0.0%                      | 0.0%                  | \$ -              |
| Concrete Sidewalk (4' Wide x 4" Thick)               | 2170     | SF    | @          | \$ 3.75      | \$ 8,137.50   | 0.0%                      | 0.0%                  | \$ -              |
| ADA Ramp   | 2        | EACH  | @          | \$ 1,250.00  | \$ 2,500.00   | 0.0%                      | 0.0%                  | \$ -              |
| Concrete Valve Collars                               | 7        | EACH  | @          | \$ 400.00    | \$ 2,800.00   | 0.0%                      | 0.0%                  | \$ -              |
| Concrete Manhole Collars                             | 5        | EACH  | @          | \$ 500.00    | \$ 2,500.00   | 0.0%                      | 0.0%                  | \$ -              |
| Adjust Existing Manhole to Grade and Concrete Collar | 3        | EACH  | @          | \$ 850.00    | \$ 2,550.00   | 0.0%                      | 0.0%                  | \$ -              |
| BASE BID TOTAL                                       |          |       |            |              | \$ 237,877.00 | Previously Released:      |                       | \$ 96,935.60      |
| 10% Warranty Amount                                  |          |       |            |              | \$ 23,787.70  |                           |                       |                   |
| TOTAL BOND AMOUNT                                    |          |       |            |              | \$ 261,664.70 | This Release:             |                       | \$ 42,218.50      |
| Total Released to Date                               |          |       |            |              | \$ 139,154.10 |                           |                       |                   |
| TOTAL BOND REMAINING                                 |          |       |            |              | \$ 122,510.60 |                           |                       |                   |

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

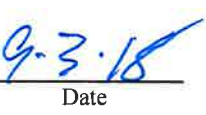
Marcus Watkins  
Developer

Date

\_\_\_\_\_  
Troy Stout  
Mayor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jed Muhlestein, P.E.  
City Engineer

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Council  
(by Charmayne Warnock - City Recorder)

\_\_\_\_\_  
Date

## RESOLUTION NO. R2018- 11

### A RESOLUTION OF THE GOVERNING BODY OF ALPINE CITY ESTABLISHING A CONSOLIDATED FEE SCHEDULE

WHEREAS, the governing body of Alpine City pursuant to Utah Code Annotated, Section 10-3-717 is empowered by resolution to set fees; and

WHEREAS, the governing body of Alpine City wishes to establish an equitable system of fees to cover the cost of providing municipal services;

NOW, THEREFORE, BE IT RESOLVED by the governing body of Alpine City that:

I. The following fees are hereby imposed as set forth herein:

#### A. CITY RECORDER:

1. Compiling records in a form other than that maintained by the City. Actual cost and expense for employee time or time of any other person hired and supplies and equipment. Minimum charge of \$10 per request.
2. Copy of record \$0.50/printed page
3. Certification of record \$1.00/certification
4. Postage Actual cost to City
5. Other costs allowed by law Actual cost to City
6. Miscellaneous copying (per printed page):

|          | B/W    | Color  |
|----------|--------|--------|
| 8 ½ x 11 | \$0.10 | \$0.50 |
| 8 ½ x 14 | \$0.15 | \$0.70 |
| 11 x 17  | \$0.20 | \$0.90 |

7. Electronic copies of minutes of meetings Actual cost
8. Maps (color copies)

|          |         |
|----------|---------|
| 8 ½ x 11 | \$2.50  |
| 11 x 17  | \$5.00  |
| 24 x 36  | \$18.00 |
| 34 x 44  | \$30.00 |
9. Maps with aerial photos

|          |         |
|----------|---------|
| 8 ½ x 11 | \$5.00  |
| 11 x 17  | \$10.00 |
| 24 x 36  | \$32.00 |

**B. BUILDING PERMITS AND INSPECTIONS:**

1. Applications:

|   |            |
|---|------------|
| New Homes/Commercial Buildings                  | \$1,000.00 |
| Construction jobs exceeding a value of \$50,000 | \$250.00   |
| Fee for all other Building Permit Applications  | \$25.00    |
2. Building Permit Fees will be based on the construction values in Exhibit A and in accordance with the Building Code formula in Exhibit B. Finished basements and decks shall fall under (U) Utility, miscellaneous in Exhibit A.

Refunds for permits issued will be limited to 80 percent of the permit costs, not later than 180 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.

A building permit extension fee shall be assessed when building permits for new homes have become null and void. A permit becomes null and void if work or construction is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. The cost of extending a permit after it has become null and void will be one-half the original building permit fee which consists of the construction fee, electrical fee, plumbing fee and heating fee. A current infrastructure protection bond will also be posted by the new owner/applicant. The original infrastructure bond will be applied to any damage that occurred after the original permit was issued.

3. Minimum fees for issuance of individual permits including, but not limited to, meter upgrades, A/C, furnace, water heaters, etc. Actual cost of inspection
4. One percent surcharge per building permit (Utah Code):
  - a. 80 percent submitted to Utah State Government,
  - b. 20 percent retained by City for administration of State collection.
5. Buildings of unusual design, excessive magnitude, or potentially hazardous exposures may, when deemed necessary by the Building Official, warrant an independent review by a design professional chosen by the Chief Building Official. The cost of this review may be assessed in addition to the building permit fee set forth in item #1 above.
6. Special Inspections Actual cost to City
7. Re-inspection Fee Actual cost to City
8. Retaining Wall Inspection Fee \$110/hr plus \$0.60/mile

**C. BUSINESS LICENSES:**

1. Home Occupations \$50 + \$25.00 for one non-family employee
2. Home Occupations (no impact) No fee
3. Commercial \$50.00 + \$25.00 for each employee  
(Maximum - \$400.00)
4. Late Charge after 3/01 of each year Double the base fee
5. Canvasser, Solicitors, and Other Itinerant Merchants Application Fee \$25.00

|           |  |  |           |
|-----------|--|--|-----------|
| 6.        | Accessory Apartment Permit   | \$50.00 registration and annual fee  |           |
| <b>D.</b> | <b>ORDINANCE ENFORCEMENT:</b>  |  |           |
| 1.        | Abatement of injurious and noxious real property and unsightly or deleterious objects or structures. | Actual cost of abatement plus 20% of actual cost   |           |
| <b>E.</b> | <b>PLANNING AND ZONING:</b>  |  |           |
| 1.        | General Plan amendment   | \$350.00   |           |
| 2.        | Zone change  | \$350.00   |           |
| 3.        | Appeal Authority   | Actual Cost of Service   |           |
| 4.        | Conditional Use  | \$250.00   |           |
| 5.        | Subdivisions   |  |           |
|           | a. Plat Amendment Fee  | \$250.00   |           |
|           | b. Concept Plan Review Fee   | \$100.00 + \$20.00 per lot + actual cost of City Engineer's review                       |           |
|           | c. Preliminary Plan Fee  | \$100.00 + \$90.00 per lot + actual cost of City Engineer's review                       |           |
|           | d. Final Plat Fee  | \$100.00 + \$90.00 per lot + actual cost of City Engineer's review                       |           |
|           | e. Preliminary Plan Reinstatement/Extension Fee  | \$100.00   |           |
|           | f. Final Plat Reinstatement/Extension Fee  | \$100.00   |           |
|           | g. Recording Fee   | \$30.00 per sheet + \$1.00 per lot   |           |
|           | h. Inspection Fee  | \$418.00 per lot   |           |
|           | i. Subdivision & Building Bonds  |  |           |
|           | (1) Performance and Guarantee  | 120% escrow in bank  |           |
|           | (2) Infrastructure Protection Bond   | \$2,500.00 cash bond   |           |
|           |  | \$5,000.00 cash bond for corner lots or regular lots with more than 150 feet of frontage |           |
|           | (3) Open Space Bond  | Determined by City Engineer  |           |
| 6.        | Publications   | Electronic   | Hard Copy |
|           | a. General Plan  | \$15.00  | \$10.00   |
|           | b. Subdivision Ordinance   | \$15.00  | \$30.00   |
|           | c. Zoning Ordinance  | \$15.00  | \$30.00   |



7. Site Plan Review Fee
  - a. Residential (not in approved subdivision) \$150.00 + actual cost of engineering review
  - b. Commercial \$250.00 + actual cost of engineering review
8. Lot Line Adjustment \$75.00
9. Annexation
  - a. Application Fee \$800.00
  - b. Plat Review Fee \$200.00
  - c. Annexation Study Fee Actual Cost
10. Sign Permits
  - a. Application Fee \$25.00
  - b. Inspection Fee Actual cost

Application fee shall not apply to temporary non-profit signs.
11. Utah County Surveyor Plat review fee \$125.00

**F. PUBLIC WORKS:**

1. Streets
  - a. Street Dedication or Vacation \$300.00
  - b. Street Name Change Application \$100.00
  - c. New Street Sign for Name Change Approval \$75.00 per sign
2. Concrete Inspection Permits:
  - a. Curb and Gutter \$35.00
  - b. Sidewalk \$35.00
3. Excavation Permits, Asphalt/Concrete Cuts/Unimproved Surface
  - a. Excavation bond \$4,000.00
  - b. Minimum fee for cuts in paved surfaces more than 3 years old \$300.00 + 1.50/sq. ft.
  - c. Minimum fee for cuts in paved surfaces 3 years old or less \$300.00 + 3.00/sq. ft.
  - d. Land Disturbance Permit \$300.00
4. Culinary Water Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator.):
  - a. Box Elder and those portions of Willow Canyon and any other areas of the City that cannot be served by pressurized irrigation:

| Amount Used   | Rate    |
|---|---------|
| 0 to 8,000 gallons per month (base rate)                            | \$16.00 |
| Each 1,000 gallons over 8,000 gallons to 60,000 gallons per month   | \$0.90  |
| Each 1,000 gallons over 60,000 gallons to 175,000 gallons per month | \$1.40  |
| Each 1,000 gallons over 175,000 gallons per month                   | \$2.80  |

b. All other users:

| Amount Used  | Rate    |
|--|---------|
| 0 to 8,000 gallons per month (base rate)                           | \$16.00 |
| Each 1,000 gallons over 8,000 gallons to 10,000 gallons per month  | \$2.00  |
| Each 1,000 gallons over 10,000 gallons to 12,000 gallons per month | \$3.00  |
| Each 1,000 gallons over 12,000 gallons per month                   | \$4.00  |

c. Other utility fees and rates

(1) Deposit of \$100 refunded after one year of prompt payment

(2) Transfer of service \$25.00

(3) Utility service connection \$25.00

(4) Delinquent & Disconnect/Reconnect

a. First time annually

\$70.00 + 10% penalty (the \$70.00 + 10% penalty will be waived if the customer signs up for automatic bill pay by credit card through Xpress Bill Pay)

b. Subsequent times

(5) Utility tampering fee

\$45.00 + 10% penalty  
\$299.00

5. Culinary Water Meter Connection Fee (In Addition to Impact Fee)

| Minimum Lot Size Requirements            | Meter Size | Fee        |
|--|------------|------------|
| N/A                                      | ¾"         | \$350.00   |
| One acre or larger or commercial use     | 1"         | \$460.00   |
| As justified by engineering requirements | 1 ½"       | \$800.00   |
| As justified by engineering requirements | 2"         | \$1,000.00 |

6. Pressurized Irrigation Connection Fee (in addition to impact fee)

| Description   | Meter Size | Fee      |
|---|------------|----------|
| For connections installed as part of the original Pressurized Irrigation System | 1"         | \$550.00 |
| For connections installed as part of the original Pressurized Irrigation System | 1 ½"       | \$800.00 |
| As justified by engineering requirements  | 2"         | \$850.00 |

7. Pressurized Irrigation Meter Connection Fee (in addition to impact fee and pressurized irrigation connection fee, if applicable)

| Description  | Fee        |
|--|------------|
| 1" Meter installation with no provisions for meter | \$585.00   |
| 1" Meter installation with provisions for meter    | \$520.00   |
| 1.5" Meter installation                            | \$1,625.00 |
| 2" Meter installation                              | \$1,680.00 |

8. Pressurized Irrigation Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator.):

| Users   | Rate                                 |
|---|--------------------------------------|
| Residential Users                             |                                      |
| (1) Non-shareholders in Alpine Irrigation Co. | \$0.001112 per square foot per month |
| (2) Shareholders in Alpine Irrigation Co.     | \$0.000618 per square foot per month |
| Agricultural User                             | \$1.15 per share per month           |

9. Sewer Connection Fee \$125.00

10. Sewer Usage Rate

| Amount Used                                     | Rate    |
|---|---------|
| 0 to 2,000 gallons per month                    | \$14.40 |
| Each 1,000 gallons over 2,000 gallons per month | \$3.94  |

Sewer rates are based on average monthly water use from October 1 – March 30.

11. Storm Drain Usage Rate

| Parcels             | Rate  |
|---------------------|---|
| Residential (1 ERU) | \$5.00 per month  |
| Commercial          | The charge shall be based on the total square feet of the measured impervious surface divided by 4,200 square feet (or 1 ERU), and rounded to the nearest whole number. The actual total monthly service charge shall be computed by multiplying the ERU's for a parcel by the rate of \$5.00 per month. See Municipal Code 14-403.6 for available credits. |
| Undeveloped         | No charge   |

|     |  |         |
|-----|--|---------|
| 12. | Monthly Residential Waste                |         |
|     | a. Collection Fee (1 <sup>st</sup> unit) | \$11.50 |
|     | b. Collection Fee each additional unit   | \$6.20  |
|     | c. Recycling (1 <sup>st</sup> unit)      | \$5.60  |
|     | d. Recycling each additional unit        | \$5.35  |
| 13. | Transfer of Utility Service              | \$25.00 |

#### **G. PARKS**

|    |  |   |
|----|--|---|
| 1. | Resident General City Park Reservation   | \$25.00 use fee   |
| 2. | Non-resident General City Park Reservation<br>(parks other than Creekside Park)  | \$75.00 use fee   |
| 3. | Non-resident Creekside Park Reservation  | \$100.00 use fee  |
| 4. | <u>Sports Use of City Parks</u><br>Rugby, Soccer, Football, Baseball, etc.<br>Outside Leagues  | \$2 per player<br>\$10 per game   |
| 5. | Mass Gathering Event   | \$150 use fee<br>\$1,000 deposit  |
| 6. | <u>Lambert Park</u><br>Event - Resident<br>Event - Non-resident<br>Races in Lambert Park   | \$25 + \$150 deposit<br>\$75 + \$150 deposit<br>\$500 + mass gathering fee<br>and deposit |
| 7. | <u>Rodeo Grounds</u><br>Event - Resident<br>Event - Non-resident   | \$25 + \$150 deposit<br>\$75 + \$150 deposit  |
| 8. | Moyle Park Wedding - 100 people or fewer<br>Moyle Park Wedding - 100+ people<br>Non-resident Moyle Park wedding 100 people or fewer<br>Non-resident Moyle Park wedding 100+ people | \$100.00<br>\$200.00<br>\$200.00<br>\$400.00  |

#### **H. IMPACT FEES**

|    |  |            |
|----|--|------------|
| 1. | Storm Drain  | \$800.00   |
| 2. | Street   | \$1,183.32 |
| 3. | Park/Trail   | \$2,688.00 |
| 4. | Sewer  | \$492.66   |
| 5. | Timpanogos Special Service District (fee passed through) | \$1,708.00 |
| 6. | Culinary Water with Pressurized Irrigation               | \$1,123.00 |

7. Culinary Water without Pressurized Irrigation \$6,738.00
8. Pressurized Irrigation \$0.095/square foot

## I. CEMETERY

1. Above ground marker or monument (upright) \$75.00
2. Single Burial Lot or Space
  - a. Resident \$985.00
  - b. Non-Resident \$1,500.00

### 3. Opening & Closing Graves\*

|                                      | Weekday  | Saturday   |
|--------------------------------------|----------|------------|
| Resident                             | \$600    | \$850      |
| Non-Resident                         | \$1,000  | \$1,500.00 |
| Resident Infant (under one year)     | \$125.00 | \$350.00   |
| Non-Resident Infant (under one year) | \$175.00 | \$400.00   |

4. Disinterment \$1,500.00  
City will remove all earth and obstacles leaving vault exposed.
5. Cremation
  - a. Burial of ashes – Resident \$500.00
  - b. Burial of ashes – Non-Resident \$500.00
6. Deed Work \$50.00
6. \*No Holiday Burials

## J. SMALL WIRELESS FACILITIES RIGHT-OF-WAY RATES. The fee a wireless provider shall pay for the right to use the right-of-way shall be the greater of the following:

1. 3.5% of all gross revenue relative to the wireless provider's use of the right-of-way for small wireless facilities; or
2. \$250 annually for each small wireless facility.

## II. Other Fees

It is not intended by this Resolution to repeal, abrogate, annul or in any way impair or interfere with the existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected above. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this Resolution shall control.

III. This Resolution shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Troy Stout, Alpine City Mayor

ATTEST:

\_\_\_\_\_  
Charmayne G. Warnock  
Alpine City Recorder

# EXHIBIT A

**Square Foot Construction Costs <sup>a, b, c</sup>**

| Group (2015 International Building Code)                   | IA     | IB     | IIA    | IIB    | IIIA   | IIIB   | IV     | VA     | VB     |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A-1 Assembly, theaters, with stage                         | 233.95 | 225.89 | 220.42 | 211.39 | 198.92 | 193.15 | 204.70 | 181.63 | 174.97 |
| A-1 Assembly, theaters, without stage                      | 214.40 | 206.35 | 200.88 | 191.84 | 179.53 | 173.76 | 185.16 | 162.23 | 155.58 |
| A-2 Assembly, nightclubs                                   | 182.86 | 177.56 | 173.06 | 166.05 | 156.54 | 152.22 | 160.22 | 141.73 | 136.94 |
| A-2 Assembly, restaurants, bars, banquet halls             | 181.86 | 176.56 | 171.06 | 165.05 | 154.54 | 151.22 | 159.22 | 139.73 | 135.94 |
| A-3 Assembly, churches                                     | 216.47 | 208.41 | 202.95 | 193.91 | 181.79 | 176.02 | 187.23 | 164.50 | 157.85 |
| A-3 Assembly, general, community halls, libraries, museums | 180.57 | 172.51 | 166.04 | 158.00 | 144.89 | 140.11 | 151.32 | 127.59 | 121.94 |
| A-4 Assembly, arenas                                       | 213.40 | 205.35 | 198.88 | 190.84 | 177.53 | 172.76 | 184.16 | 160.23 | 154.58 |
| B Business   | 186.69 | 179.79 | 173.86 | 165.19 | 150.70 | 145.02 | 158.70 | 132.31 | 126.48 |
| E Educational  | 197.52 | 190.73 | 185.77 | 177.32 | 165.32 | 156.97 | 171.23 | 144.39 | 140.26 |
| F-1 Factory and industrial, moderate hazard                | 111.86 | 106.71 | 100.58 | 96.68  | 86.77  | 82.81  | 92.61  | 72.75  | 68.09  |
| F-2 Factory and industrial, low hazard                     | 110.86 | 105.71 | 100.58 | 95.68  | 86.77  | 81.81  | 91.61  | 72.75  | 67.09  |
| H-1 High Hazard, explosives                                | 104.68 | 99.53  | 94.40  | 89.50  | 80.80  | 75.84  | 85.43  | 66.78  | N.P.   |
| H234 High Hazard   | 104.68 | 99.53  | 94.40  | 89.50  | 80.80  | 75.84  | 85.43  | 66.78  | 61.12  |
| H-5 HPM  | 186.69 | 179.79 | 173.86 | 165.19 | 150.70 | 145.02 | 158.70 | 132.31 | 126.48 |
| I-1 Institutional, supervised environment                  | 187.63 | 181.26 | 176.01 | 168.60 | 155.33 | 151.11 | 168.69 | 139.15 | 134.82 |
| I-2 Institutional, hospitals                               | 314.17 | 307.27 | 301.34 | 292.67 | 277.18 | N.P.   | 286.18 | 258.79 | N.P.   |
| I-2 Institutional, nursing homes                           | 217.67 | 210.77 | 204.84 | 196.17 | 182.68 | N.P.   | 189.68 | 164.29 | N.P.   |
| I-3 Institutional, restrained                              | 212.42 | 205.52 | 199.59 | 190.92 | 177.93 | 171.25 | 184.43 | 159.54 | 151.71 |
| I-4 Institutional, day care facilities                     | 187.63 | 181.26 | 176.01 | 168.60 | 155.33 | 151.11 | 168.69 | 139.15 | 134.82 |
| M Mercantile   | 136.25 | 130.95 | 125.45 | 119.44 | 109.43 | 106.11 | 113.60 | 94.63  | 90.83  |
| R-1 Residential, hotels                                    | 189.35 | 182.99 | 177.74 | 170.33 | 156.80 | 152.58 | 170.42 | 140.62 | 136.29 |
| R-2 Residential, multiple family                           | 158.84 | 152.48 | 147.23 | 139.81 | 127.05 | 122.83 | 139.91 | 110.87 | 106.54 |
| R-3 Residential, one- and two-family <sup>d</sup>          | 148.17 | 144.14 | 140.42 | 136.90 | 131.89 | 128.41 | 134.60 | 123.40 | 116.15 |
| R-4 Residential, care/assisted living facilities           | 187.63 | 181.26 | 176.01 | 168.60 | 155.33 | 151.11 | 168.69 | 139.15 | 134.82 |
| S-1 Storage, moderate hazard                               | 103.68 | 98.53  | 92.40  | 88.50  | 78.80  | 74.84  | 84.43  | 64.78  | 60.12  |
| S-2 Storage, low hazard                                    | 102.68 | 97.53  | 92.40  | 87.50  | 78.80  | 73.84  | 83.43  | 64.78  | 59.12  |
| U Utility, miscellaneous                                   | 80.38  | 75.90  | 71.16  | 67.61  | 60.99  | 57.00  | 64.60  | 48.23  | 45.92  |

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$21.00 per sq. ft.

# EXHIBIT B

## BUILDING PERMIT FEES (2009 IRC Appendix L)

| Total Valuation  |   | Fee         |
|--|---|-------------|
| \$1 to \$500   |   | \$24.00     |
| Total value from \$501 to \$2,000  |   |             |
| First \$500  |   | \$24.00     |
| Plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000       |   |             |
| Total value  | <u>                    </u> = <u>                    </u> - 5 = <u>                    </u> x \$3 = <u>                    </u>       |             |
| 100  |   |             |
| Building Permit Fee  |   |             |
| Total value from \$2,001 to \$40,000   |   |             |
| First \$2,000  |   | \$69.00     |
| plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000   |   |             |
| Total value  | <u>                    </u> = <u>                    </u> - 2 = <u>                    </u> x \$11 = <u>                    </u>      |             |
| 1,000  |   |             |
| Building Permit Fee  |   |             |
| Total value from \$40,001 to \$100,000   |   |             |
| First \$40,000   |   | \$487.00    |
| plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000   |   |             |
| Total value  | <u>                    </u> = <u>                    </u> - 40 = <u>                    </u> x \$9 = <u>                    </u>      |             |
| 1,000  |   |             |
| Building Permit Fee  |   |             |
| Total value from \$100,001 to \$500,000  |   |             |
| First \$100,000  |   | \$1,027.00  |
| plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000   |   |             |
| Total value  | <u>                    </u> = <u>                    </u> - 100 = <u>                    </u> x \$7 = <u>                    </u>     |             |
| 1,000  |   |             |
| Building Permit Fee  |   |             |
| Total value from \$500,001 to \$1,000,000  |   |             |
| First \$500,000  |   | \$3,827.00  |
| plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000 |   |             |
| Total value  | <u>                    </u> = <u>                    </u> - 500 = <u>                    </u> x \$5 = <u>                    </u>     |             |
| 1,000  |   |             |
| Building Permit Fee  |   |             |
| Total value from \$1,000,001 to \$5,000,000  |   |             |
| First \$1,000,000  |   | \$6,327.00  |
| plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000 |   |             |
| Total value  | <u>                    </u> = <u>                    </u> - 1,000 = <u>                    </u> x \$3 = <u>                    </u>   |             |
| 1,000  |   |             |
| Building Permit Fee  |   |             |
| Total value from \$5,000,000 and over  |   |             |
| First \$5,000,000  |   | \$18,327.00 |
| plus \$1 for each additional \$1,000 or fraction thereof                               |   |             |
| Total value  | <u>                    </u> = <u>                    </u> - \$5,000 = <u>                    </u> x \$1 = <u>                    </u> |             |
| 1,000  |   |             |
| Building Permit Fee  |   |             |



**RESOLUTION NO. R2018-12**

**RESOLUTION OF ALPINE CITY  
APPROVING AN INTERLOCAL AGREEMENT  
AMENDING AND JOINING CENTRAL UTAH 911**

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by Alpine City as follows:

1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of Alpine City.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Alpine City Mayor, Troy Stout

ATTEST

\_\_\_\_\_  
Alpine City Recorder, Charmayne G. Warnock

**FIRST AMENDED INTERLOCAL AGREEMENT FOR JOINT  
AND COOPERATIVE ACTION OF  
CENTRAL UTAH 911**

This Interlocal Agreement for Joint and Cooperative Action Amending the Central Utah Regional Dispatch Agency (the "Agreement") is made by and among Utah County (Utah), Juab County (Juab), Alpine City (Alpine), American Fork City (American Fork), Cedar Fort Town (Cedar Fort), City of Cedar Hills (Cedar Hills), Eagle Mountain City (Eagle Mtn), Elk Ridge City (Elk Ridge), Fairfield Town (Fairfield), Genola Town (Genola), Town of Goshen (Goshen), Highland City (Highland), Lehi City (Lehi), Payson City (Payson), Salem City (Salem), Santaquin City (Santaquin), City of Saratoga Springs (Saratoga Springs), Spanish Fork City (Spanish Fork), Vineyard Town (Vineyard), City of Woodland Hills (Woodland Hills), and Nephi City (Nephi) (sometimes referred to herein individually as a "Party" and collectively as the "Parties"), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the "Act"). This Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

**RECITALS**

A. The Act allows public agencies to jointly exercise any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents.

B. The Act provides that the public agencies may create a legal entity to exercise such powers, privileges, or authority.

C. The Parties share a common interest in providing dispatching emergency services for public safety agencies in unincorporated Utah and Juab Counties, as well as various cities identified herein located in Utah and Juab Counties.

D. The Parties recognize that the health and safety of residents and visitors of the Parties depend on prompt and efficient dispatch of emergency services and the Parties will exercise the powers, privileges, and authority granted through the laws of the State of Utah to achieve this purpose.

E. The Parties have found that prompt and efficient dispatching of emergency services can best be achieved by sharing resources, thus achieving economies of scale, minimizing duplication of costs, and eliminating artificial boundaries.

F. The Parties have determined that joint and cooperative action of the Parties in operating through a separate legal entity established under authority of the Act will help implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and visitors, and provide other benefits.

H. The Parties hereto desire to jointly enter into this Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby contract, covenant, and agree as follows:

### **SECTION 1 - AMENDMENT**

The Parties hereby amend that separate legal and administrative interlocal entity known as "Central Utah 911," empowered under the authority of the Act to be a public agency and political subdivision of the State of Utah (the "Agency") by identifying the members of Utah Valley Dispatch Special Service District as members of the interlocal agency, replacing Utah Valley Dispatch Special Service District.

### **SECTION 2 - DEFINITIONS**

Capitalized terms used herein shall have the meanings ascribed to them in this Section, as well as such other meanings as are clear from the context:

**Act:** the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq.

**Alternate Director:** an individual appointed as an alternate to a Director as provided in this Agreement.

**Agency:** the Central Utah Regional Dispatch Agency as amended pursuant to this Agreement.

**Agency Service Area:** that area serviced by the Agency, as shown on the map attached hereto as Exhibit A.

**Board:** the Board of Directors of the Agency, which is the governing body of the Agency.

**Director:** an individual appointed by a Member to serve on the Board as provided herein.

**Dispatch:** the act of receiving and calling out emergency services, including 911 calls, generally related to police, fire, ambulance (EMT, paramedic, etc.), or search and rescue. The events require dispatch to stay in contact with the emergency services until the incident is completed.

**Facility:** any property or works owned, operated, or used by the Agency in connection with the advancement of the purposes for which the Agency was created, including, without limitation, buildings and other structures, wherever such facilities may be located, computer equipment and radios used to dispatch, relay devices and towers,

and other real or personal property deemed necessary to fulfill the purposes of the Agency.

**Member(s):** public agencies consisting of Utah County, Juab County, Alpine City, American Fork City, Cedar Fort Town, City of Cedar Hills, Eagle Mountain City, Elk Ridge City, Fairfield Town, Genola Town, Town of Goshen, Highland City, Lehi City, Nephi City, Payson City, Salem City, Santaquin City, City of Saratoga Springs, Spanish Fork City, Vineyard Town, and the City of Woodland Hills, which currently constitute all of the Parties to this Agreement, and any additional Members admitted as provided in this Agreement.

**Non-Member Contracting Entity:** a public entity which provides emergency services that elects, by contract, to have the Agency provide dispatch services for it.

**Public Entity:** a political subdivision of the State of Utah or any agency of the federal government.

### **SECTION 3 – AGENCY PURPOSES**

- A. The purposes of the Agency are to:
1. dispatch emergency services for the public safety departments of its Members;
  2. operate, administer, manage, repair, and replace equipment necessary to dispatch emergency services;
  3. enjoy economies of scale and other benefits made possible through the joint and cooperative action of the Members;
  4. train dispatchers to promptly and efficiently dispatch emergency services, to work with emergency services personnel through the conclusion of an incident, and to calm and direct members of the public who make 911 or other emergency calls to the dispatch center.
- B. The Parties recognize that the accomplishment of such purposes are in the best interests of and promote the health, safety, and general welfare of the Parties and their respective residents and visitors.

### **SECTION 4 – POWERS**

- A. In order to accomplish the purposes of the Agency, it shall, without limitation, have the power to:
1. Own, acquire, finance, operate, maintain, repair, and replace Facilities and lease and/or dispose of such Facilities;
  2. Employ and train dispatchers to work with emergency services personnel to provide emergency services to the public;
  3. Enter into contracts with public and private entities, as deemed beneficial by action of the Board;
  4. Prepare, update, and implement capital improvement plans;

5. Consult and participate with the State of Utah, and other government entities on issues relating to emergency services, dispatching, allocation of funding and resources, and otherwise cooperate to provide prompt and efficient dispatching of emergency services;
6. Acquire, possess, lease, encumber, and dispose of personal and real property;
7. Contract with Non-Member Contracting Entities that wish to have the Agency dispatch for them;
8. Contract for the provision of services to or from the Agency;
9. Contract for professional services consultants;
10. Employ such persons as it deems necessary;
11. Borrow money or incur indebtedness, including the issuance of revenue and other bonds, notes, and other obligations as permitted by law;
12. Pledge, assign, or otherwise convey as security for the payment of any indebtedness, the Agency's revenues and receipts;
13. Exercise the power of eminent domain as authorized under the Act;
14. Take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient, or appropriate to accomplish its purposes or carry out any of its purposes or powers;
15. Contract for property, liability, and other insurance coverages and contracts as needed to protect the Agency, its Members, Directors, officers, and employees from and against any claim and/or loss; and
16. Exercise all powers now or hereafter granted to an Interlocal entity pursuant to the Act.

## **SECTION 5 – GOVERNANCE**

### **A. Board of Directors.**

1. The Agency shall be governed by a Board of Directors consisting of one director appointed by each Member ("Directors").
2. Each Director shall serve at the pleasure of the Member who appointed them and continue to serve until his or her successor is appointed and qualified. If a Director resigns, dies, is removed, or is otherwise unable to finish their service, the Alternate Director shall act in the stead of the Director who is no longer available. Thereafter the Member shall appoint a new Director or a new Alternate Director in accordance with Section 5(A)(1) and 5(B)(2).

### **B. Transaction of Board Business; Alternate Directors.**

1. Votes Required for Board Action. It requires a majority weighted vote of the Board, as set forth in the by-laws, to pass any measure.
2. Alternate Directors. Each Member making an appointment to the Board shall also appoint an Alternate Director for each Director it appoints to the Board,

following the procedure set forth in Section 5(A)(1). The Alternate Director shall have no vote, except in the absence of the Director for whom he/she is an alternate, in which event the Alternate Director shall be authorized to cast a vote in place of the absent Director.

- C. **Board Meetings**. The Board shall hold a regular Board meeting on a monthly basis, as scheduled by the Board, and may call and convene such other special Board meetings as shall be necessary to accomplish its work.

D. **Committees**.

1. **Committees**. The Board may appoint such committees and sub-committees as necessary for the Agency to exercise its powers in the accomplishment of its purposes.

## **SECTION 6 – OFFICERS**

- A. **Board Officers**. The Board shall appoint from among its Directors a chair, vice chair, and secretary/treasurer. The chair and vice chair shall be appointed to serve one year terms, and may serve up to three consecutive terms. The secretary/treasurer may be appointed to serve up to a three-year term, but may not serve consecutive terms. Except for the initial terms, all terms shall commence and end with the beginning and ending of the Agency's fiscal year. The initial chair and vice chair may serve the balance of the initial fiscal year, plus the next full fiscal year. The initial secretary/treasurer may serve the balance of the initial fiscal year, plus the next two full fiscal years. At least one of the Board Officers shall represent Juab or Nephi until June 30, 2021 after which officers may be elected from any of the Members' directors.
- B. **Executive Director**. The Board may appoint an executive director, who shall be a paid employee of the Agency. The executive director shall be employed at the discretion of the Board and shall be responsible to the Board for the proper and efficient administration of the Agency. The executive director shall plan, organize, and direct Agency activities as directed by the Board, appoint and, subject to applicable law, remove employees, authorize expenditures within the budget approved by the Board, and take such other actions which are authorized from time to time by the Board.

## **SECTION 7 – FISCAL YEAR**

The fiscal year for the Agency shall be from and including July 1 through the following June 30.

## **SECTION 8 – BUDGET AND FINANCING**

- A. **Budgets**. The budget for the Agency shall be established and maintained by the Board. Tentative budgets shall be prepared by the Board on or before March 1 each year and

submitted to each Director. The final budget shall be adopted by the Board during June of each year.

- B. **Funding and Assessments.** 911 monies from each Member will be assigned to the Agency. In addition, the Agency shall make assessments to the Members to make up for the difference between the 911 monies and the costs to operate the Agency. Such assessments shall be apportioned among the Members on such basis as the Board determines proper, in its sole discretion. The Agency will notify Members of its proposed budget by March 1 of each year and invoice for the same on or about July 1 each year. Each Member shall pay the assessment within thirty (30) days of being invoiced. Any Member which does not pay assessments will subject them to expulsion from the Agency, or such other sanctions as the Board determines equitable under all the circumstances. A Director representing a Member or other entity which has not paid its assessment may not vote on any matter during any period in which the Member or other entity is delinquent on payment of any assessment.
- C. **Advances of Funds; Contributions.** Contributions or advances of funds or of personnel, supplies, equipment, or property may be made to the Agency by any Member or Non-Member Contracting Entity to accomplish the purposes of the Agency. Any such advance may be made subject to reimbursement as agreed by the Member, any Non-Member Contracting Entity, and the Agency.
- D. **Project Financing.** A Project may be financed in whole or in part by the issuance of bonds and/or notes of the Agency payable from or secured by the revenues and receipts derived from the ownership and operation of such Project. No Member, nor any entity represented on the Agency Board, shall be liable for any bond, note, indebtedness, or other obligation incurred by the Agency, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its contracts with the Agency related to each separate Project.

## **SECTION 9 – TERM**

The Agency shall exist for the later of fifty (50) years from the effective date of this Agreement, or five years after it has fully paid or otherwise discharged all of its indebtedness, as authorized by §11-13-204(3)(a) and (b) of the Act. Existing or future provisions of the Act allowing for a longer term automatically extend the term of this Agreement to the longest term allowed by the Act. An amendment to this Agreement may extend the term. The term shall commence when this Agreement is adopted by each Member and approved by an attorney for each Member, as provided in the Act, placed with the keeper of records of each Member, and provisions of the Act required for initial formation of the Agency have been completed.

## **SECTION 10 – ADDING FUTURE MEMBERS**

Future Members are admitted when the Board has approved an application by an entity seeking admission to the Agency, the governing bodies of all Members have approved an amended Interlocal Agreement. Newly admitted members to the Agency will be assessed a membership fee equal to the pro-rata portion of the value of assets owned by the Agency at the time of admittance. The membership fee shall be determined by taking the value of the Agency assets and dividing that number by the proportion of each Member=s contribution to the total Agency budget for the previous fiscal year, along with what the New Member's contribution would have been. Newly admitted members shall have equal footing with all Members upon being added as Members.

#### **SECTION 11 – WITHDRAWAL**

A Member may withdraw from the Agency subject to such terms and conditions as shall be specified in a withdrawal agreement between the Member and the Agency. Such withdrawal shall not affect any contractual liability of such Member to the Agency or to other Members. No Member shall be permitted to withdraw if such withdrawal would cause the Agency's existence to terminate, or otherwise cause the Agency to be in violation of any contract or bond obligation set forth in any indenture, contract, or other agreement with any third party, except upon consent of the Board. A withdrawing Member is not entitled to receive any of the assets of the Agency upon its withdrawal. One year's notice of intent to withdraw must be given prior to the end of a fiscal year.

#### **SECTION 12 – TERMINATION**

- A. The Agency shall be terminated and dissolved upon a unanimous vote of the Board.
- B. Upon termination, the Members are entitled to receive a distribution of Agency assets, based upon their individual capital contributions to the Agency. If capital contributions cannot be determined, the Members may distribute the assets in an equitable manner, as shall be determined by the Board in its discretion.
- C. If the Members cannot agree on an equitable distribution, they shall resort to mediation to resolve the conflict. If mediation does not resolve the disagreement, an arbiter shall be chosen by the Board, who shall hear arguments of the Parties and make a distribution. The distribution made by the arbiter shall be final and non-appealable.

#### **SECTION 13 – MISCELLANEOUS**

- A. This Agreement is governed by the laws of the State of Utah.
- B. The Members and any Non-Member Contracting Entity shall not be deemed to be partners, joint venturers, or associated in any manner which obligates them for the debts, defaults, or mistakes of any other party, or which renders them liable for the debts or obligations of the Agency.



- C. Should any part, term, or provision of this Agreement be held by a court of proper jurisdiction as void, illegal, in conflict with any law, or otherwise rendered unenforceable, the validity of the remaining portions shall not be affected, unless the purposes of the Agency are thwarted thereby.
- D. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director.
- E. The Agency shall defend, indemnify, and hold harmless the Directors, officers, and employees for any action taken within the scope of the authority of the Agency.
- F. The Agency is entitled to the protections, obligations, and responsibilities conferred on public agencies by the Utah Governmental Immunities Act.
- G. This Agreement is unique to the Members hereof, and is, therefore, not assignable, though qualified public entities may be added according to the procedure set forth herein.
- H. This Agreement shall only be amended, in writing, upon the unanimous approval of the Members hereof.

#### **SECTION 14 – NOTICE TO THE LIEUTENANT GOVERNOR**

The governing body of each Party to this Agreement shall: (i) within 30 days after the date of the Agreement, jointly file with the Lieutenant Governor of the State of Utah a copy of a notice of an impending boundary action, as required in the Act; and (ii) upon the Lieutenant Governor's issuance of a certificate of creation of the Agency, submit to the recorders of Utah County and Juab County the original notice of an impending boundary action, the certificate of creation, and a certified copy of this Agreement. Upon the Lieutenant Governor's issuance of a certificate of creation the Agency shall be duly created.

#### **SECTION 15 – FILING OF THIS AGREEMENT**

This Agreement shall take effect upon the filing of a fully-executed copy of this Agreement with the keeper of records of each of the Parties hereto.

**NEPHI CITY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

NEPHI CITY by:

\_\_\_\_\_  
GLADE NIELSON, Mayor

Attest:

\_\_\_\_\_  
Lisa E. Brough, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
KASEY WRIGHT, City Attorney

**JUAB COUNTY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

JUAB COUNTY by:

\_\_\_\_\_  
RICK CARLTON,  
County Commission Chair

Attest:

\_\_\_\_\_  
Alaina Lofgran, County Clerk

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
AnnMarie Howard, Deputy County Attorney

**SPANISH FORK CITY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

SPANISH FORK CITY by:

\_\_\_\_\_  
STEVE LEIFSON, Mayor

Attest:

\_\_\_\_\_  
KENT R. CLARK, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
S. JUNIOR BAKER, City Attorney

**PAYSON CITY**

Authorized by Resolution No. \_\_\_\_, adopted on \_\_\_\_, 2018

PAYSON CITY by: \_\_\_\_\_

\_\_\_\_\_  
BILL WRIGHT, Mayor

Attest:

\_\_\_\_\_  
Sara Hubbs, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
Mark Sorenson, City Attorney

**SALEM CITY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

SALEM CITY by:

\_\_\_\_\_  
KURT L. CHRISTENSEN, Mayor

Attest:

\_\_\_\_\_  
Jeffrey D. Nielson, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
S. Junior Baker, City Attorney

**UTAH COUNTY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

UTAH COUNTY by:

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NATHAN IVIE,  
County Commission Chair

Attest:

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Bryan Thompson, County Clerk

Approved as to form and compliance  
with applicable law:

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JEFFREY R. BUHMAN  
By Deputy

**SANTAQUIN CITY**

Authorized by Resolution No. \_\_\_\_, adopted on \_\_\_\_, 2018

SANTAQUIN CITY by:

\_\_\_\_\_  
KIRK HUNSAKER, Mayor

Attest:

\_\_\_\_\_  
Susan Farnsworth, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
Brett Rich, City Attorney



**GENOLA TOWN**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

GENOLA TOWN by:

\_\_\_\_\_  
MARTY LARSON, Mayor

Attest:

\_\_\_\_\_  
Lucinda Daley, Town Clerk

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
, City Attorney

**AMERICAN FORK CITY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

AMERICAN FORK CITY by:

\_\_\_\_\_  
BRAD FROST, Mayor

Attest:

\_\_\_\_\_  
TERILYN LURKER, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
TIM MERRILL, City Attorney

**ALPINE CITY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

ALPINE CITY by:

\_\_\_\_\_  
TROY STOUT, Mayor

Attest:

\_\_\_\_\_  
CHARMAYNE WARNOCK, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
DAVID CHURCH, City Attorney

**LEHI CITY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

LEHI CITY by:

\_\_\_\_\_  
MARK JOHNSON, Mayor

Attest:

\_\_\_\_\_  
MARILYN BANASKY, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
RYAN WOOD, City Attorney

**CITY OF SARATOGA SPRINGS**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

CITY OF SARATOGA SPRINGS by:

\_\_\_\_\_  
JIM MILLER, Mayor

Attest:

\_\_\_\_\_  
CINDY LoPICCOLO, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
KEVIN THURMAN, City Attorney

**CITY OF CEDAR HILLS**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

CITY OF CEDAR HILLS by:

\_\_\_\_\_  
JENNEY REES, Mayor

Attest:

\_\_\_\_\_  
COLLEEN MULVEY, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
DAVID CHURCH, City Attorney

**EAGLE MOUNTAIN CITY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

EAGLE MOUNTAIN CITY by:

\_\_\_\_\_  
TOM WESTMORELAND, Mayor

Attest:

\_\_\_\_\_  
FIONNUALA KOFOED, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
JEREMY COOK, City Attorney

**ELK RIDGE CITY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 201\_

ELK RIDGE CITY by:

\_\_\_\_\_  
TY ELLIS, Mayor

Attest:

\_\_\_\_\_  
ROYCE SWENSEN, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
, City Attorney



**CITY OF WOODLAND HILLS**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

CITY OF WOODLAND HILLS by:

\_\_\_\_\_  
WENDY PRAY Mayor

Attest:

\_\_\_\_\_  
JODY STONES, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
DAVID CHURCH, City Attorney

**HIGHLAND CITY**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

HIGHLAND CITY by:

\_\_\_\_\_  
ROD MANN, Mayor

Attest:

\_\_\_\_\_  
CINDY QUICK, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
, City Attorney

**CEDAR FORT TOWN**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

CEDAR FORT TOWN by:

\_\_\_\_\_  
DAVID GUSTIN, Mayor

Attest:

\_\_\_\_\_  
CARA LYON, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
DAVID CHURCH, City Attorney

**FAIRFIELD TOWN**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

FAIRFIELD TOWN by:

\_\_\_\_\_  
MICHAEL J. BURCH, Mayor

Attest:

\_\_\_\_\_  
CHYANNE SOFFEL, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
, City Attorney

**TOWN OF GOSHEN**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

TOWN OF GOSHEN by:

\_\_\_\_\_  
FRED JENSEN , Mayor

Attest:

\_\_\_\_\_  
RACHEL PENA, Town Clerk

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
, City Attorney

**VINEYARD TOWN**

Authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2018

VINEYARD TOWN by:

\_\_\_\_\_  
JULIE FULLMER, Mayor

Attest:

\_\_\_\_\_  
PAMELA SPENCER, City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
DAVID CHURCH, City Attorney



**CERTIFICATE OF REGISTRATION (COR)**  
**TO DESIGN AND ADMINISTER AN URBAN DEER CONTROL PLAN**

|  |   |
|--|---|
| <b>Registrant Name and Address</b>   | <b>COR Number</b>   |
| Alpine City<br>Shane Sorensen, City Administrator<br>20 North Main<br>Alpine Utah 84004  | 801-756-6347<br>ssorensen@alpinecity.org<br><b>Effective Dates</b><br>06/01/2018 – 06/01/2021 |
| <b>Purpose</b>   |   |
| To enable Alpine City (City) to design and administer an Urban Deer Control Plan for the <b><u>Non-Lethal removal of up to 100 resident deer a year from: June 1 – May 31.</u></b> All trapping must be coordinated with the DWR.  |   |
| <b>Annual Report Due March 1 of each year:</b> Submit an annual report (that will be provided by the Division) to the Region Urban Wildlife Biologist. The report will consist of removal activities, including the following information for each permit issued: name of shooter/permit holder; sex and age of the animal; date of harvest; disposition of carcass, ie, retained by hunter, donated, etc.   |   |
| <b>Region Contact:</b> Wes Alexander, Central Region Urban Wildlife Biologist, 801-380-6010 or <a href="mailto:wesalexander@utah.gov">wesalexander@utah.gov</a>  |   |
| <b>Authorities and Limitations.</b>  |   |
| <p>The city will not:</p> <ul style="list-style-type: none"> <li>• Capture a deer for release outside municipal boundaries without a written capture and relocation plan prepared in coordination with and approved by the Division.</li> <li>• Capture or relocate a deer in violation of the approved capture and relocation plan; allow an employee, officer, agent, licensee, or contractor who has not been certified and approved according to the written capture and relocation plan to capture or release a deer.</li> <li>• Collect a fee or compensation from a person or entity it authorizes to remove deer from its incorporated boundaries, unless the fee or compensation is \$50 or less and is used exclusively to recoup the actual costs incurred by the city in, selecting and qualifying the person; and approved by the Division in writing.</li> <li>• Undertake or authorize deer removal activities outside the incorporated city boundaries or any unincorporated areas approved by the Division and the county or the season time frame prescribed in the COR.</li> <li>• Remove more deer, collectively or by gender, than authorized in the COR.</li> </ul>  |   |
| <b>Urban Deer Control Plan</b>   |   |
| <p><b><u>The City must prepare an urban deer control plan consistent with this COR prior to undertaking any deer removal activities. The urban deer control plan will address and prescribe, at a minimum:</u></b></p> <ul style="list-style-type: none"> <li>• Non-lethal methods of take that may be used to remove deer and the conditions under which each may be employed.</li> <li>• Conditions and restrictions under which baiting and spotlighting may be used to facilitate deer removal.</li> <li>• Persons eligible to perform deer removal activities and the requirements imposed on them.</li> <li>• Locations and time periods where specified types of deer removal activities may be employed or authorized.</li> <li>• The estimated population of resident deer in the city and the final target population number the city seeks to achieve through deer removal.</li> <li>• All aspects of the plan must be consistent with the authorizations and limitations imposed in R657-65 and this COR.</li> <li>• The Division shall have sole discretion to authorize or prohibit capture and relocation as part of an urban deer control plan. If the city desires to capture and relocate resident deer, it must petition the Division to include a capture and relocation component in its urban deer control plan.</li> <li>• The city will solicit and consider input in the formulation and development of the urban deer control plan from, the Division; the public; interested businesses and organizations; and local, state, and federal governments.</li> <li>• The Division may provide technical assistance to the city in preparing the urban deer control plan.</li> <li>• After formulating a draft plan, the city will hold a public meeting to take and consider input on the draft before finalizing or implementing it.</li> <li>• The city will assume full responsibility for, all costs associated with designing, establishing, implementing, and operating the urban deer control plan and all its associated activities; and for the acts and omissions of its officers, employees, agents, contractors, and licensees in designing, preparing, and implementing its urban deer control plan and undertaking the activities authorized thereunder.</li> </ul> |   |

**COR Term, Termination, Renewal, and Amendment.**

- An urban deer control plan COR issued under this rule will remain valid for three years from the date of issuance. The Division and the city shall each have the right to unilaterally terminate an urban deer control plan COR with or without cause upon 7 days advance written notice to the other.
- Upon termination or expiration of the COR, the city and its officers, employees, agents, contractors, and licensees must cease all deer removal activities formally authorized by the COR.
- Upon application by a city, the Division may renew an urban deer control plan COR for an additional three year term, provided, the city complies with the conditions in R657-65-3(2); and the application for renewal is presented at a public meeting for comment and approved by the city council.
- An urban deer control plan may be amended upon mutual written agreement of the city and Division, provided the amendment is consistent with the authorizations and limitations in this rule.

**Violations.**

Pursuant to Section 23-19-9, the Division may suspend, restrict, or deny an urban deer control plan COR for any intentional, knowing, or reckless violation of the Wildlife Code, this rule, or the terms of this COR.

Issued under authority granted by R657-65 and Title 23, Utah Code.

By



COR Specialist

Registrant signature

Issued by: Anita Candelaria, Wildlife Licensing Specialist – 801-538-4701 – [anitacandelaria@utah.gov](mailto:anitacandelaria@utah.gov)



## **Urban Deer Control Plan**

**C.O.R #:** 4UDCP10183

**City:** Alpine City

### **City Contact Information:**

**Main Contact:** Shane Sorensen, City Administrator

**Secondary Contact:** Jed Muhlestein, City Engineer

### **Address for Correspondence:**

Alpine City  
20 North Main  
Alpine, Utah 84004

### **Summary of Justification for Action:**

Alpine City's Urban Deer Control Plan is intended to maintain a balance between the number of deer within the City and the negative impact they create for our residents. These negative impacts include auto/deer accidents, damage to public and private property, public safety, and the health of the deer herds. The City has determined that new management controls are needed.

The City has implemented other programs such as improving deer habitat in the foothills away from more urban areas and installing two guzzlers in to provide water for deer and other animals in an effort to keep them at higher elevations outside of the populated area.

All mitigation efforts must comply with the current Certificate of Registration (refer to C.O.R.#4UDCP10183) issued by the Division of Wildlife Resources (DWR) and State Rule R657-65.

**Estimated Population Size at Beginning of Action:** 400

**Population Objective after Action:** Remove up to 300 resident deer, over the three year period.

## **Management Actions**

**Persons Eligible to Perform Deer Removal Activities** (List all People and Their Job Descriptions and Contact Information):

It is our understanding that the deer relocation program will be supervised by the DWR. The City anticipates using volunteers coordinated by City staff, in addition to City staff when needed to provide support for the program. The following City staff will be involved with the program:

Shane Sorensen, City Administrator - 801-420-2962; Austin Roy, City Planner - 801-756-6347; Jed Muhlestein, City Engineer - 801-473-0076; Greg Kmetzsch, Public Works Lead - 801-420-3487; Jason Struchen, Public Works Technician - 801-300-1774.

**Non-Lethal Methods** (Including Hazing, Fencing Ordinances. Does not include Live Trapping and Relocation):

None proposed. The City fence ordinance does allow fences to be built up to 8 feet high. Higher fences can be constructed with special approval.

**Conditions and Restrictions of Baiting and Spotlighting:**

No plans to bait or spotlight, with the exception of the bait used in live traps.

**Locations and Time Periods of Deer Removal Activities:**

Time periods to be determined by the DWR. Trapping locations will be chosen based on residents complaints and areas where deer frequent. Locations will include both public and private property. Permission will be received prior to entering private property.

**Lethal Methods of Take** (Include conditions under which each may be employed):

No plans for lethal take.

**Tagging Requirements:**

Will follow DWR requirements.

**Carcass Removal and Disposal** (Include protocol for how carcasses will be handled once deer are euthanized. Address donating meat, how antlers will be returned to the Division of Wildlife

Resources, biological samples collected, etc.):

No plans for lethal take of deer.

**Date of Public Meeting Considering this Plan:**

September 25, 2018

**Approval Signatures:**

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**City Mayor**

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**City Recorder**

## **Addendum for Live Capture and Relocation**

**Trapping Period:** Periods coordinated with the DWR from now until COR expires 6/1/2021. Other factors that will be considered are deer body condition, weather and other factors such as disease.

**Methods** (Include types of traps used, when traps will be set, by whom they will be checked, bait used, how deer will be transported to release site etc):

- Clover traps will be provided by Alpine City. The traps will be set and baited by Alpine City employees or volunteers. Trapping days will be coordinated with the DWR. Injured or ill animals may be euthanized. Various deer attractants may be used.
- Drop nets may be used where appropriate. DWR will provide the the drop nets. City staff and volunteers will coordinate with DWR trapping.
- Transportation of deer: Deer will be transported to approved release sites. City staff or volunteers will transport deer. The trailer used will be safe for transport of deer.

**Personnel Requirements** (include City Employees, DWR Employees and Volunteers):

A minimum of two City employees or volunteers and one DWR employee will be available on all trapping days.

**Trap Locations** (include how city will obtain permission to conduct work on private lands and how to prioritize areas):

The City will obtain written permission for trapping on private property. Trapping locations will be pre-approved by the DWR.

**Relocation Site(s):**

As per the recommendations and approval of the DWR.

**Tagging Requirements** (How will animals be marked. Ear tags, radio collars, biological samples taken, etc.):

Will follow DWR requirements. We anticipate adult deer receiving a radio transmitter and all deer receiving a metal ear tag.

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**DWR Authorizing Signature**

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**Date**

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Plan Review – Moyle Park**

**FOR CONSIDERATION ON: 11 September 2018**

**PETITIONER: Staff**

**ACTION REQUESTED BY PETITIONER: Review and approve plans.**

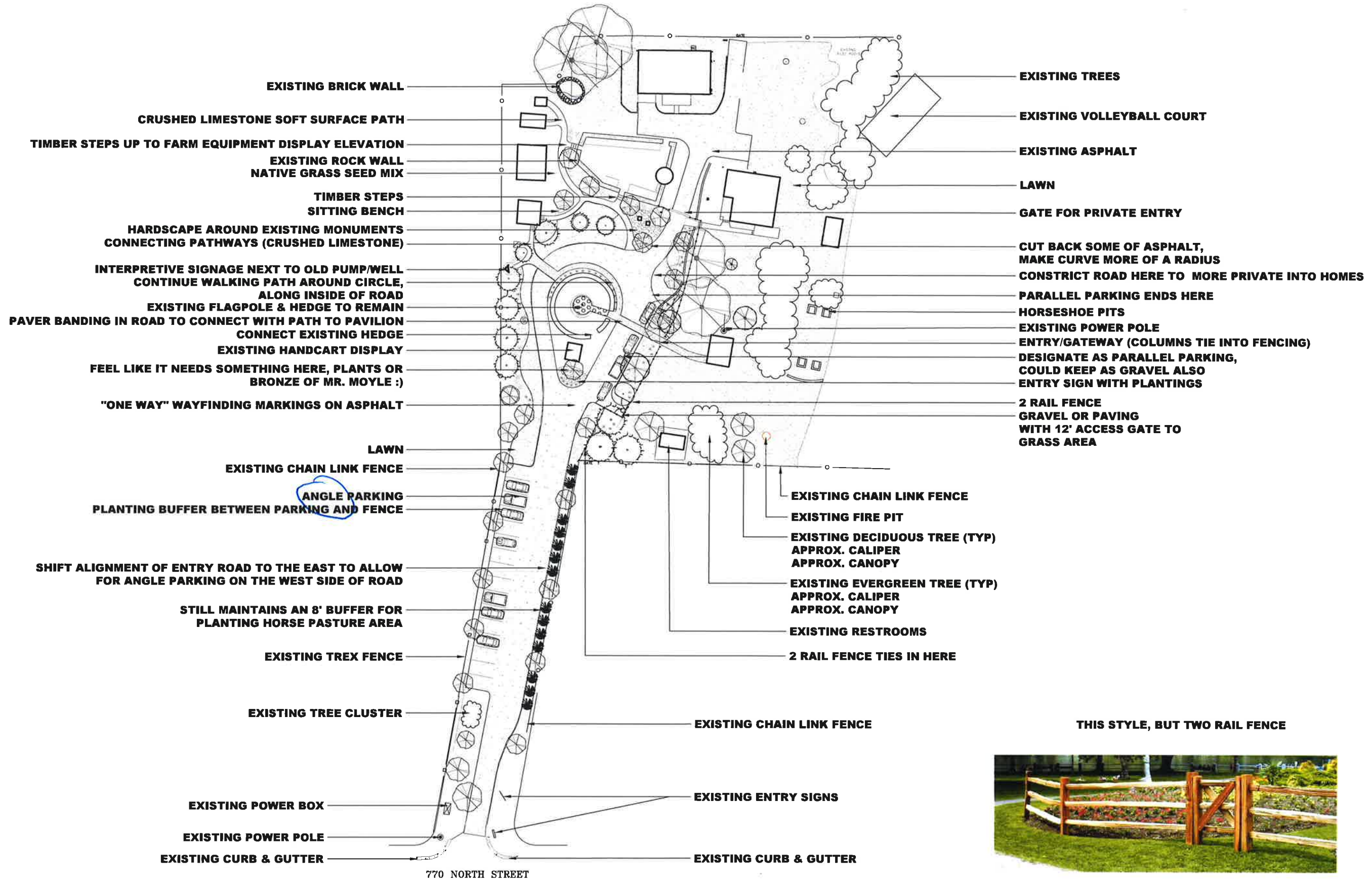
### **BACKGROUND INFORMATION:**

A revised landscaping plan for Moyle Park proposes changes to the parking, driveway entry and other features. Changes would allow for more parking spots in Moyle Park and make more efficient use of the south end of the property.

### **STAFF RECOMMENDATION:**

Approve proposed landscaping plan for Moyle Park.

MOYLE PARK  
LANDSCAPE CONCEPT  
ALPINE, UT



THIS STYLE, BUT TWO RAIL FENCE



Date: 6-25-2018  
Drawn by: GB/AH  
Phone: 801.471.3900  
Scale: 1:30 on 24x36 sheet



## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Amendment to the Ordinance – Section 3.32 Retaining Walls

**FOR CONSIDERATION ON:** 11 September 2018

**PETITIONER:** Staff

**ACTION REQUESTED BY PETITIONER:** Recommend approval of amendment to retaining wall ordinance.

### **BACKGROUND INFORMATION:**

Staff have reviewed the retaining wall ordinance and made recommendations to change the ordinance so that it more closely reflects the original intent of the ordinance.

The Planning Commission held a public hearing on the proposed amendments and made a motion to recommend approval.

### **STAFF RECOMMENDATION:**

Review and approve Ordinance No. 2018-05 amending Article 3.32 of the Development Code pertaining to retaining walls.



## ARTICLE 3.32

## RETAINING WALLS (Ord. No. 2015-07, 06/09/15)

**3.32.1 APPLICABILITY.** This section applies to all retaining walls as defined in Article 3.1.11.45

**3.32.2 EXCEPTIONS FROM ARTICLE 3.32.** The City Council may grant an exception from these standards. Prior to the City Council considering the exception, the City Engineer shall submit a written recommendation to the Planning Commission. The recommended exception shall be based on generally accepted engineering practices. The Planning Commission shall review the recommendation and advise the City Council as to whether or not the exception should or should not be granted.

**3.32.3 PURPOSE AND INTENT.** The purpose of this ordinance and the intent of the City Council in its adoption is to promote the health and safety and general welfare of the present and future inhabitants of Alpine City. The ordinance will accomplish this purpose by:

1. Building Permit Required. Except as otherwise provided in Subsection (2), all retaining walls require a building permit prior to construction or alteration. Permit applications shall be processed and issued in accordance with building permit procedures and applicable provisions of this section. Building permit review fees will be assessed and collected at the time the permit is issued.
2. Building Permit Exemptions. The following do not require a building permit:
  1. Retaining walls less than four feet in exposed height with less than 10H:1V (Horizontal: Vertical) front and back slopes within ten feet of the wall;
  2. Non-tiered retaining walls less than four feet in exposed height with back slopes flatter than or equal to 2H:1V and having front slopes no steeper than or equal to 4H:1V;
  3. Double tiered retaining walls less than ~~three~~four feet in exposed height per wall and which have front slopes and back slopes of each wall no steeper than or equal to 10H:1V within ten feet of the walls, ~~4.5~~2 foot spacing between front face of the upper wall and back edge of the lower wall;
  4. Retaining walls less than 50 square feet in size, less than 4 feet tall.
3. Geologic Hazards. If construction of any retaining wall, which requires a building permit, occurs within sensitive land areas as outlined by Article 3.12, then all analyses required for the design of retaining walls or rock protected slopes shall follow the Sensitive Lands Ordinance, specifically in regards to limits of disturbance and the required geologic hazard and engineering geology reports (3.12.6.4)
4. Engineer Design Required. All retaining walls required to obtain a building permit shall be designed by an engineer licensed by the State of Utah.
5. Height, Separation and Plantings.
  1. For the purposes of this subsection, the height of a retaining wall is measured as exposed height (H) of wall of an individual tier.
  2. A single retaining wall shall not exceed nine feet in exposed height if ~~exposed~~ or it can be seen from the nearest public right-of-way or adjacent ~~to properties~~ to which it is exposed.
  3. Terracing of retaining walls is permitted where justified by topographic

conditions, but the combined height of all walls shall not exceed a height of 18 feet if exposed or can be seen from the nearest public right-of-way or adjacent properties. Walls with a separation of at least  $2H$  ( $H$  of largest of 2 walls) from face of wall to face of wall shall be considered as separate walls for analysis purposes and applicability to this ordinance. If walls are within  $2H$  ( $H$  of largest of 2 walls), then the combined height of the terrace shall be used for limitation of height.

4. In a terrace of retaining walls, a minimum horizontal separation of  $H/2$  ( $H$  of largest of 2 walls) is required as measured from back of lower wall to face of higher wall. If the walls are not viewable from the nearest public right-of-way or adjacent properties, then there is no limitation of height.

5. The view of the nearest public right-of-way or adjacent property shall be verified by the City Official during the review process and prior to permit for construction.

6. For ~~terraces~~-terraced walls viewable from the nearest public right-of-way, the horizontal

separation between walls shall be planted with a minimum of five shrubs for every 20 linear feet of planting area. The size of the shrubs shall be less than one-half the width of the terrace. Shrubs shall be watered by drip irrigation to minimize erosion by property owner, not by Alpine City.

7. Walls greater than four (4) feet in height ( $H$ ) placed within  $H/2$  of an adjacent property line, which would create a drop-off for the adjacent property, shall install a fence along the top of the wall in accordance with section 3.21.6.

8. No retaining wall component shall extend beyond property lines unless written permission is obtained from the affected property owner.

6. Submittals. The following documents and calculations prepared by a licensed engineer of the State of Utah shall be submitted with each retaining wall building permit application:

1. profile drawings if the retaining wall is longer than 50 lineal feet, with the base elevation, exposed base elevation and top of wall labeled at the ends of the wall and every 50 linear feet or change in grade;
2. cross-sectional drawings including surface grades and structures located in front and behind the retaining wall a distance equivalent to three times the height of the retaining wall, and if the retaining wall is supporting a slope, then the cross section shall include the entire slope plus surface grades and structures within a horizontal distance equivalent to one times the height of slope;
3. a site plan showing the location of the retaining walls with the base elevation, exposed base elevation and top of wall labeled at the ends of wall and every 50 lineal feet or change in grade;
4. a copy of the geotechnical report used by the design engineer. The geotechnical report shall include requirement of Item 5 below otherwise additional laboratory testing is required in Item 5;

5. material strength parameters used in the design of the retaining wall, substantiated with laboratory testing of the materials as follows:
  - a. for soils, this may include, but is not limited to, unit weights, direct shear tests, triaxial shear tests and unconfined compression tests;
  - b. if laboratory testing was conducted from off-site but similar soils within a 2000 foot radius of the proposed wall location, the results of the testing with similar soil classification testing needs to be submitted;
  - c. minimum laboratory submittal requirements are the unit weight of retained soils, gradation for cohesionless soils, Atterberg limits for cohesive soils, and shear test data;
  - d. soil classification testing shall be submitted for all direct shear or triaxial shear tests;
  - e. if a Proctor is completed, classification testing shall be submitted with the Proctor result; and,
  - f. laboratory testing should be completed in accordance with applicable American Society for Testing and Materials (ASTM) standards;
  - g. for segmented block walls, the manufacturer's test data for the wall facing, soil reinforcement, and connection parameters shall be submitted in an appendix.
6. the design engineer shall indicate the design standard used and supply a printout of the input and output of the files in an appendix with factors of safety within the design standard used as follows:
  - a. design calculations ensuring stability against overturning, base sliding, excessive foundation settlement, bearing capacity, internal shear and global stability;
  - b. calculations shall include analysis under static and seismic loads, which shall be based on the PGA as determined from probabilistic analysis for the maximum credible earthquake (MCE), with spectral acceleration factored for site conditions in accordance with the current IBC;
  - c. Mechanically Stabilized Earth (MSE) walls shall be designed in general accordance with current FHWA or AASHTO standards for design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes or the current National Concrete Masonry Association (NCMA) Design Manual for Segmental Retaining Walls;
  - d. rock walls shall be designed in general accordance with 2006 FHWA-CFL/TD-06-006 "Rockery Design and Construction Guidelines," or current FHWA standard of care and;
  - e. concrete cantilever walls shall be designed in general accordance with specifications provided in current American Concrete Institute or American Society of Civil Engineers standards and specifications.
7. a global stability analysis with minimum factors of safety of at least 1.50 under static conditions and at least 1.10 under seismic loading conditions as follows:

- a. factors of safety results shall be presented to the nearest hundredth;
    - b. seismic loads shall be based on the PGA as determined from probabilistic analysis for the maximum credible earthquake (MCE), with spectral acceleration factored for site conditions in accordance with the current IBC;
    - c. the cross-sectional view of each analysis shall be included, and the printout of the input and output files placed in an appendix; and,
    - d. the global stability analysis may be omitted for concrete cantilever retaining walls that extend to frost depth, that are less than nine feet in exposed height, absent of supporting structures within 30 feet of the top of the wall, and which have less than 10H:1V front and back slopes within 30 feet of the retaining structure.
  8. a drainage design, including a free draining gravel layer wrapped in filter fabric located behind the retaining wall with drain pipe day-lighting to a proper outlet or weep holes placed through the base of the wall, however:
    - a. a synthetic drainage composite may be used behind MSE walls if a materials specific shear testing is completed to determined friction properties between the backfill and synthetic drainage composite;
    - b. a synthetic drainage composite is not allowed behind rock walls;
    - c. a synthetic drainage composite may be used behind the stem of the concrete cantilever walls;
    - d. if the engineering can substantiate proper filtering between the retained soils and the drain rock, then the filter fabric may be omitted, and;
    - e. if the retaining wall is designed to withstand hydrostatic pressures or the retained soils or backfill is free-draining as substantiated through appropriate testing, then drainage material may be omitted from the design.
  9. the design engineer's acknowledgement that the site is suitable for the retaining wall;
  10. an inspection frequency schedule.
7. Preconstruction Meeting. At least 48 hours prior to the construction of any approved retaining wall, a preconstruction meeting shall be held as directed by the Building Official. The meeting shall include the Building Official, the design engineer, the contractor and the project or property owner. The preconstruction meeting can be waived at the discretion of the Building Official.
  8. Inspections and Final Report. The design engineer shall make all inspections needed during construction. A final report from the engineer shall state that the retaining wall was built according to the submitted design. The report shall include detail of the inspections of the wall in accordance with the inspection frequency schedule. All pertinent compaction testing shall also be included with the final report.
  9. Maintenance. All retaining walls shall be maintained in a structurally safe and sound condition and in good repair.

**ORDINANCE NO. 2018-05**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.32 OF THE ALPINE CITY DEVELOPMENT CODE RELATING TO RETAINING WALLS.**

**WHEREAS**, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance to allow minor subdivisions to be approved administratively; and

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

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

**NOW, THEREFORE, BE IT ORDAINED BY THE ALPINE CITY COUNCIL THAT:**

The Amendments to Article 3.32 contained in the attached document will supersede Article 3.32 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 11th day of September 2018.

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Troy Stout, Mayor

**ATTEST:**

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Charmayne G. Warnock, Recorder

## ARTICLE 3.32

## RETAINING WALLS (Ord. No. 2015-07, 06/09/15)

**3.32.1 APPLICABILITY.** This section applies to all retaining walls as defined in Article 3.1.11.45

**3.32.2 EXCEPTIONS FROM ARTICLE 3.32.** The City Council may grant an exception from these standards. Prior to the City Council considering the exception, the City Engineer shall submit a written recommendation to the Planning Commission. The recommended exception shall be based on generally accepted engineering practices. The Planning Commission shall review the recommendation and advise the City Council as to whether or not the exception should or should not be granted.

**3.32.3 PURPOSE AND INTENT.** The purpose of this ordinance and the intent of the City Council in its adoption is to promote the health and safety and general welfare of the present and future inhabitants of Alpine City. The ordinance will accomplish this purpose by:

1. Building Permit Required. Except as otherwise provided in Subsection (2), all retaining walls require a building permit prior to construction or alteration. Permit applications shall be processed and issued in accordance with building permit procedures and applicable provisions of this section. Building permit review fees will be assessed and collected at the time the permit is issued.
2. Building Permit Exemptions. The following do not require a building permit:
  1. Retaining walls less than four feet in exposed height with less than 10H:1V (Horizontal: Vertical) front and back slopes within ten feet of the wall;
  2. Non-tiered retaining walls less than four feet in exposed height with back slopes flatter than or equal to 2H:1V and having front slopes no steeper than or equal to 4H:1V;
  3. Double tiered retaining walls less than four feet in exposed height per wall and which have front slopes and back slopes of each wall no steeper than or equal to 10H:1V within ten feet of the walls, 2 foot spacing between front face of the upper wall and back edge of the lower wall;
  4. Retaining walls less than 50 square feet in size, less than 4 feet tall.
3. Geologic Hazards. If construction of any retaining wall, which requires a building permit, occurs within sensitive land areas as outlined by Article 3.12, then all analyses required for the design of retaining walls or rock protected slopes shall follow the Sensitive Lands Ordinance, specifically in regards to limits of disturbance and the required geologic hazard and engineering geology reports (3.12.6.4)
4. Engineer Design Required. All retaining walls required to obtain a building permit shall be designed by an engineer licensed by the State of Utah.
5. Height, Separation and Plantings.
  1. For the purposes of this subsection, the height of a retaining wall is measured as exposed height (H) of wall of an individual tier.
  2. A single retaining wall shall not exceed nine feet in exposed height if it can be seen from the nearest public right-of-way or adjacent properties to which it is exposed.
  3. Terracing of retaining walls is permitted where justified by topographic

conditions, but the combined height of all walls shall not exceed a height of 18 feet if exposed or can be seen from the nearest public right-of-way or adjacent properties. Walls with a separation of at least  $2H$  ( $H$  of largest of 2 walls) from face of wall to face of wall shall be considered as separate walls for analysis purposes and applicability to this ordinance. If walls are within  $2H$  ( $H$  of largest of 2 walls), then the combined height of the terrace shall be used for limitation of height.

4. In a terrace of retaining walls, a minimum horizontal separation of  $H/2$  ( $H$  of largest of 2 walls) is required as measured from back of lower wall to face of higher wall. If the walls are not viewable from the nearest public right-of-way or adjacent properties, then there is no limitation of height.
  5. The view of the nearest public right-of-way or adjacent property shall be verified by the City Official during the review process and prior to permit for construction.
  6. For terraced walls viewable from the nearest public right-of-way, the horizontal separation between walls shall be planted with a minimum of five shrubs for every 20 linear feet of planting area. The size of the shrubs shall be less than one-half the width of the terrace. Shrubs shall be watered by drip irrigation to minimize erosion by property owner, not by Alpine City.
  7. Walls greater than four (4) feet in height ( $H$ ) placed within  $H/2$  of a neighboring property line, which would create a drop-off for the neighboring property, shall install a fence along the top of the wall in accordance with section 3.21.6.
  8. No retaining wall component shall extend beyond property lines unless written permission is obtained from the adjacent property owner.
6. Submittals. The following documents and calculations prepared by a licensed engineer of the State of Utah shall be submitted with each retaining wall building permit application:
1. profile drawings if the retaining wall is longer than 50 lineal feet, with the base elevation, exposed base elevation and top of wall labeled at the ends of the wall and every 50 linear feet or change in grade;
  2. cross-sectional drawings including surface grades and structures located in front and behind the retaining wall a distance equivalent to three times the height of the retaining wall, and if the retaining wall is supporting a slope, then the cross section shall include the entire slope plus surface grades and structures within a horizontal distance equivalent to one times the height of slope;
  3. a site plan showing the location of the retaining walls with the base elevation, exposed base elevation and top of wall labeled at the ends of wall and every 50 lineal feet or change in grade;
  4. a copy of the geotechnical report used by the design engineer. The geotechnical report shall include requirement of Item 5 below otherwise additional laboratory testing is required in Item 5;
  5. material strength parameters used in the design of the retaining wall, substantiated with laboratory testing of the materials as follows:

- a. for soils, this may include, but is not limited to, unit weights, direct shear tests, triaxial shear tests and unconfined compression tests;
  - b. if laboratory testing was conducted from off-site but similar soils within a 2000 foot radius of the proposed wall location, the results of the testing with similar soil classification testing needs to be submitted;
  - c. minimum laboratory submittal requirements are the unit weight of retained soils, gradation for cohesionless soils, Atterberg limits for cohesive soils, and shear test data;
  - d. soil classification testing shall be submitted for all direct shear or triaxial shear tests;
  - e. if a Proctor is completed, classification testing shall be submitted with the Proctor result; and,
  - f. laboratory testing should be completed in accordance with applicable American Society for Testing and Materials (ASTM) standards;
  - g. for segmented block walls, the manufacturer's test data for the wall facing, soil reinforcement, and connection parameters shall be submitted in an appendix.
6. the design engineer shall indicate the design standard used and supply a printout of the input and output of the files in an appendix with factors of safety within the design standard used as follows:
- a. design calculations ensuring stability against overturning, base sliding, excessive foundation settlement, bearing capacity, internal shear and global stability;
  - b. calculations shall include analysis under static and seismic loads, which shall be based on the PGA as determined from probabilistic analysis for the maximum credible earthquake (MCE), with spectral acceleration factored for site conditions in accordance with the current IBC;
  - c. Mechanically Stabilized Earth (MSE) walls shall be designed in general accordance with current FHWA or AASHTO standards for design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes or the current National Concrete Masonry Association (NCMA) Design Manual for Segmental Retaining Walls;
  - d. rock walls shall be designed in general accordance with 2006 FHWA-CFL/TD-06-006 "Rockery Design and Construction Guidelines," or current FHWA standard of care and;
  - e. concrete cantilever walls shall be designed in general accordance with specifications provided in current American Concrete Institute or American Society of Civil Engineers standards and specifications.
7. a global stability analysis with minimum factors of safety of at least 1.50 under static conditions and at least 1.10 under seismic loading conditions as follows:
- a. factors of safety results shall be presented to the nearest hundredth;



- b. seismic loads shall be based on the PGA as determined from probabilistic analysis for the maximum credible earthquake (MCE), with spectral acceleration factored for site conditions in accordance with the current IBC;
    - c. the cross-sectional view of each analysis shall be included, and the printout of the input and output files placed in an appendix; and,
    - d. the global stability analysis may be omitted for concrete cantilever retaining walls that extend to frost depth, that are less than nine feet in exposed height, absent of supporting structures within 30 feet of the top of the wall, and which have less than 10H:1V front and back slopes within 30 feet of the retaining structure.
  - 8. a drainage design, including a free draining gravel layer wrapped in filter fabric located behind the retaining wall with drain pipe day-lighting to a proper outlet or weep holes placed through the base of the wall, however:
    - a. a synthetic drainage composite may be used behind MSE walls if a materials specific shear testing is completed to determined friction properties between the backfill and synthetic drainage composite;
    - b. a synthetic drainage composite is not allowed behind rock walls;
    - c. a synthetic drainage composite may be used behind the stem of the concrete cantilever walls;
    - d. if the engineering can substantiate proper filtering between the retained soils and the drain rock, then the filter fabric may be omitted, and;
    - e. if the retaining wall is designed to withstand hydrostatic pressures or the retained soils or backfill is free-draining as substantiated through appropriate testing, then drainage material may be omitted from the design.
  - 9. the design engineer's acknowledgement that the site is suitable for the retaining wall;
  - 10. an inspection frequency schedule.
7. Preconstruction Meeting. At least 48 hours prior to the construction of any approved retaining wall, a preconstruction meeting shall be held as directed by the Building Official. The meeting shall include the Building Official, the design engineer, the contractor and the project or property owner. The preconstruction meeting can be waived at the discretion of the Building Official.
  8. Inspections and Final Report. The design engineer shall make all inspections needed during construction. A final report from the engineer shall state that the retaining wall was built according to the submitted design. The report shall include detail of the inspections of the wall in accordance with the inspection frequency schedule. All pertinent compaction testing shall also be included with the final report.
  9. Maintenance. All retaining walls shall be maintained in a structurally safe and sound condition and in good repair.

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Amendment to the Ordinance – Section 4.8.4 Construction Improvements

**FOR CONSIDERATION ON:** 11 September 2018

**PETITIONER:** Staff

**ACTION REQUESTED BY PETITIONER:** Recommend approval of amendment to construction improvements ordinance.

### **BACKGROUND INFORMATION:**

Staff have reviewed the construction improvements ordinance and recommend a change so that the text more closely reflects the original intent of the ordinance.

The Planning Commission held a public hearing on the proposed amendment and made a motion to recommend approval.

### **STAFF RECOMMENDATION:**

Review and Ordinance No. 2018-06 amending Article 4.8.4 of the Development Code requiring approval by the City Council prior to site improvement and grading.

## **ARTICLE 4.8**

## **CONSTRUCTION AND IMPROVEMENT REQUIREMENTS**

### **4.8.1 CONSTRUCTION STANDARDS**

Construction standards, including drawings, tables, charts, references and other regulations adopted by the City Council by resolution, shall constitute subdivision regulations supplementing this Ordinance.

### **4.8.2 CONFLICTING PROVISIONS**

Where specific requirements are made or exemptions allowed under other sections of this Ordinance, those requirements or exemptions shall prevail over the subdivision regulations supplementing this Ordinance.

### **4.8.3 IMPROVEMENT CONSTRUCTION TO BE OBLIGATION OF SUBDIVIDER (Amended by Ord. 2004-13, 9/28/04)**

The following improvements, where required, shall be constructed at the expense of the subdivider, in accordance with the subdivision regulations of this Ordinance, or as elsewhere provided by ordinance: (See also Zoning Ordinance for requirements)

1. Road grading and surfacing
2. Facilities for water supplies, waste water management, and storm water control, irrigation facilities.
3. Water, sewer, gas and pressurized irrigation mains and laterals to each property line.
4. Fire hydrants as specified by City Standards
5. Curb, gutter, planter strips, double-frontage planter strips, and sidewalks
6. Central Mail Box Units
7. Brass pins and other property corners
8. Underground electrical, telephone and cable television lines
9. Monuments
10. Installation or construction of required on-site or off-site improvements
11. Revegetation, erosion control
12. Street signs, street lighting, street planting, planter strips
13. Segments of proposed arterial or collector streets.
14. Trails and trail signs
15. Open space and parks in PRDs.
16. Any other improvements required or specified in the Development Agreement
17. All development is to be in compliance with City Standards and specifications.

### **4.8.4 COMMENCEMENT OF CONSTRUCTION**

Site improvement or grading of a proposed subdivision site prior to Final Plat approval by the ~~Planning Commission~~ City Council is prohibited.

**ORDINANCE NO. 2018-06**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 4.8.4 OF THE ALPINE CITY DEVELOPMENT CODE RELATING TO COMMENCEMENT OF CONSTRUCTION.**

**WHEREAS**, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance to allow minor subdivisions to be approved administratively; and

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

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

**NOW, THEREFORE, BE IT ORDAINED BY THE ALPINE CITY COUNCIL THAT:**

The Amendments to Article 4.8.4 contained in the attached document will supersede Article 4.8.4 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 11th day of September 2018.

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Troy Stout, Mayor

**ATTEST:**

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Charmayne G. Warnock, Recorder

## **ARTICLE 4.8**

## **CONSTRUCTION AND IMPROVEMENT REQUIREMENTS**

### **4.8.1 CONSTRUCTION STANDARDS**

Construction standards, including drawings, tables, charts, references and other regulations adopted by the City Council by resolution, shall constitute subdivision regulations supplementing this Ordinance.

### **4.8.2 CONFLICTING PROVISIONS**

Where specific requirements are made or exemptions allowed under other sections of this Ordinance, those requirements or exemptions shall prevail over the subdivision regulations supplementing this Ordinance.

### **4.8.3 IMPROVEMENT CONSTRUCTION TO BE OBLIGATION OF SUBDIVIDER (Amended by Ord. 2004-13, 9/28/04)**

The following improvements, where required, shall be constructed at the expense of the subdivider, in accordance with the subdivision regulations of this Ordinance, or as elsewhere provided by ordinance: (See also Zoning Ordinance for requirements)

1. Road grading and surfacing
2. Facilities for water supplies, waste water management, and storm water control, irrigation facilities.
3. Water, sewer, gas and pressurized irrigation mains and laterals to each property line.
4. Fire hydrants as specified by City Standards
5. Curb, gutter, planter strips, double-frontage planter strips, and sidewalks
6. Central Mail Box Units
7. Brass pins and other property corners
8. Underground electrical, telephone and cable television lines
9. Monuments
10. Installation or construction of required on-site or off-site improvements
11. Revegetation, erosion control
12. Street signs, street lighting, street planting, planter strips
13. Segments of proposed arterial or collector streets.
14. Trails and trail signs
15. Open space and parks in PRDs.
16. Any other improvements required or specified in the Development Agreement
17. All development is to be in compliance with City Standards and specifications.

### **4.8.4 COMMENCEMENT OF CONSTRUCTION**

Site improvement or grading of a proposed subdivision site prior to Final Plat approval by the City Council is prohibited.