



ALPINE CITY COUNCIL MEETING AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a Public Meeting on **Tuesday, June 12, 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:** Jason Thelin
- C. Pledge of Allegiance:** By invitation

II. CONSENT CALENDAR

- A. Minutes of the City Council Meeting of April 24, 2018**
- B. Payment to Wasatch Trails Company – Lambert Park trail project - \$17,190.00**
- C. Bond Release #5 – Three Falls Phase 3**
- D. Bond Release #12 – Three Falls Phase 2**
- E. Final Bond Release –Three Falls Phase Fort Canyon Road**
- F. Nickerson Company Estimate– US Motors 600HP Motor - \$46,857.00**

III. PUBLIC COMMENT

IV. REPORTS and PRESENTATIONS

V. ACTION/DISCUSSION ITEMS

- A. PUBLIC HEARING – Final Budget FY 2018-19**
- B. Resolution No. 2018-07, Adopting the Certified Tax Rate FY 2018-19**
- C. Ordinance No. 2018-02, Adopting the Final Budget FY 2018-19**
- D. General Plan Review – Parks, Recreation, Trails & Open Space – Goals and Policies.** City Council will review goals and policies for the Parks, Recreation, Trails and Open Space Element of the General Plan and suggest changes, corrections, and/or updates.
- E. Bookmobile Agreement for 2018-19:** The Council will consider renewing the Bookmobile Agreement with Utah County for the same cost as the previous year.
- F. Bertha’s Place Subdivision – Final Plat – Will Jones.** City Council will consider granting final approval of the final plat for the Bertha’s Place Subdivision, located at approximately 723 North Grove Drive, and consisting of 4 lots on 1.41 acres located in the TR-10,000 zone.
- G. Drone Discussion.** The Council will discuss the issue of regulating drones in Alpine City.
- H. NO PARKING Signs - Long Drive area.** The Council will discuss temporary signs for the Long Drive area.
- I. Fencing in Lambert Park.** The Council will consider approving the installation and location of fencing in Lambert Park.

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
June 8, 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 and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html

PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- When speaking to the Planning Commission, 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
May 22, 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: Jason Thelin, Ramon Beck, Carla Merrill, Kimberly Bryant, Lon Lott

Staff: Shane Sorensen, Charmayne Warnock, David Church, Austin Roy, Chief Brian Gwilliam

Others: Julie B. Beck, LeeAnn B. Lorenzon, Bill Kirkpatrick, Roger Bennett, Dana Lacey, Luke Lacey, Dale Fillmore, Paul Bennett, Justin Hannig, Griff Johnson, Marla Rogers, Debra Hart, Ed Bush, Sheldon Wimmer, mark Goodsell, Nancy Brown, Kristen Shelley, Dr. Christy Kane, Karen Pugmire, Brian Schmidt, Will Jones, Alan Gilman, Danny Jackson, David Bradshaw, Charles Engbersen, Darrell Duty, Angie Duty, Heather Johnson, Hayden Johnson, Holly Reynolds, Loraine Lott, Jared Casey, Jay Garlick, Mya Garlick, Cathy Smith, Rick Smith, Sylvia Christensen, David Fotheringham

B. Prayer: Ramon Beck

C. Pledge of Allegiance: Ramon Beck

II. CONSENT CALENDAR

A. Minutes of the Alpine City Council meeting held May 8, 2018

B. John Deere Mower Lease: Shane Sorensen said the mower took beating and required frequent maintenance. John Deere had a lease program which maintained the equipment; it was roughly the same cost as purchasing a mower except the City wouldn't have to do the maintenance.

MOTION: Lon Lott moved to approve the Consent Calendar. Ramon Beck seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant, Carla Merrill, Ramon Beck, Jason Thelin voted aye. Motion passed.

III. PUBLIC COMMENT

Roger Bennett – 100 East. He wanted to know if the City had made a decision on the safety issues on 200 North. Shane Sorensen said they had looked at it and would expand the red curbs there and onto Main Street. They had Eagle Scouts who were painting curbs red and would see if they wanted to include this area. Roger Bennett said he would be happy to paint the curb if they couldn't find someone to do it. He also commented that the grass in the City Park on 100 East was getting really high. Shane Sorensen said the grass was growing faster than they could hire seasonal people to mow it. Roger Bennett said he would mow the grass in addition to painting.

Bill Kirkpatrick – 200 East 189 North. He said he attended the Council meeting two week earlier to complain about the humming noise coming from the Purple Mattress Factory. It had stopped that afternoon, but what would they do if it started again. Kimberly Bryant said she was employed by Purple and would talk to the founder, Terry Pearce about the problem. They were concerned about having a good relationship with the neighbors.

LeeAnn Lorenzon – Parkway. She said she had a couple of issues. First, people were parking along both sides of Parkway and 100 West and it made it difficult for traffic to flow properly. She wondered if they could designate parking on only one side of the street. Also, there was a big problem in Burgess Park with dog poop everywhere and people leaving trash after the games on the weekends. She said she went around picking up trash, but it would be nice if parents taught their children to pick up after themselves and if people cleaned up after their dogs.

Ed Bush – Box Elder. He said the poppies were blooming in Lambert Park. The seedlings in the lower area were doing well. The seedlings in the upper area were getting dry. He wondered if someone could remind the mountain biking teams that they had agreed to help with the watering. Also, Pleasant Grove used the park on Saturday and cars were parked along both sides of the road all the way up. If there had been an accident, emergency vehicles

1 couldn't have gotten through. He said they should encourage the people to use the rodeo grounds parking lot.
2 Finally, there was a political sign in Lambert Park that needed to be removed.

3
4 Laura St. Onge – Main Street. She said she had seen no progress on getting gates for the cemetery. With kids getting
5 out of school, it was getting worse with kids raising smoking pot and drinking on top of the hill. She had called the
6 police several times. Shane Sorensen said the Council had talked about the options for gates and were hesitant about
7 the cost and effectiveness of the proposed gates. They were looking for other options. One thing they could do was
8 post signs with the curfew. Ramon Beck said he would be happy to research options. Vinyl gates wouldn't be strong
9 enough. They needed something like the gates they had on military bases. Lon Lott said there were slope issues
10 which created problems in selecting a gate. Perhaps they could do something about the grade and use a sliding gate
11 rather than a swing gate. They needed a gate that would be aesthetically pleasing.

12
13 Cathy Smith – Grove Drive. She said something had to be done about the speeding on Grove Drive before her twin
14 granddaughters were run over. She saw a car passing another car just by the cemetery. It was out of control. Maybe
15 the City should consider speed bumps. Cedar Hills had them.

16
17 Mark Goodsell – 318 West 200 North. He said this was his sixth visit to City Council to talk about speeding
18 problems in Alpine. He couldn't get anyone to sit down with him and talk about solutions. Shane Sorensen had sent
19 him some information on what was done in other cities. He asked what it would take to get something done. He
20 wanted to be able to take his grandkids to school and not feel his life was in danger.

21
22 Sylvia Christiansen- High Bench Road. She had a question about burial fees. There were people who had lived in
23 Alpine for 40 years and then had to go live in a rest home. Were they being charged as a resident or nonresident, and
24 if so was there some allowance that could be made if they'd lived here their entire adult lives?

25 26 **IV. REPORTS AND PRESENTATIONS.**

27
28 **A. Dr. Christy Kane – Electronics and the Brain.** Dr. Kane said that three years ago she was asked to do
29 some research by the Juvenile Justice Department and Family Services on the effect of electronics on the juvenile
30 brain. Since then, she'd been asked to make numerous presentations on her research and it had been received very
31 well. In the clinical world they were looking at depression, anxiety and suicide among youth. Utah ranked very high
32 in the number of teenage suicides in the US. They were looking at the neurological effects of electronics on the
33 teenage brain. Since electronics were not going away, she discussed solutions to help parents deal with the effects.
34 She had given a presentation in Pleasant Grove where there was standing room only with an hour of Q & A
35 afterwards. She would be giving a presentation in Highland next week. She had just given a presentation that
36 morning at the MTC (missionary training center) and was asked by the LDS Church to make a presentation to their
37 upper level administration, as well. She would schedule one for Alpine if the Council was interested.

38
39 Mayor Stout said it was an important topic to address. He had spoken with Melanie Ewing who was chairing Alpine
40 Days, and they were looking at having Dr. Kane make a presentation at the citywide Fireside on August 5th which
41 would kick off Alpine Days. There was an honorary fee for the event but an Alpine resident, Robin Towle, who was
42 Mrs. Utah, had made teen suicide one of her key issues as well and would be covering the fee. Dr. Kane said she
43 would look at her schedule and see if August 5th would work.

44
45 **B. Financial Report April 2018.** Shane Sorensen briefly reviewed the financial report through April.
46 They were approaching the end of the budget year and there would need to be some adjustments made in the budget
47 for courts and parks and recreation. Other than that, they were essentially on target with revenue and expenses. The
48 report was included in the packet.

49
50 **C. Open Space Improvement Ideas – Parking expansion for Lambert Park and Smooth Canyon**
51 **Park.** Shane Sorensen said the Council had previously discussed creating parking spaces by the south restrooms in
52 Lambert Park. The proposal was laid out to show 30 parking stalls on the south end of the park with buck and pole
53 fencing to define the boundary with a gate. There would possibly be a gate on the east/west road and potentially a
54 few more parking spaces. There was no cost estimate, as yet. The ordinance required that such changes in the park
55 have a public notice and public hearings. It would have to go back to the Planning Commission and then to the
56 Council. Troy Stout suggested that if there was a gate, they include a pedestrian/bike gate.

1
2 Regarding Smooth Canyon Park, Shane Sorensen said there had been some discussion about designating some
3 unused area for parking which would bump the number of parking spaces up to 74 stalls. Currently there were only
4 21 spaces. It would need to go through the same public notice process as Lambert Park.
5

6 **V. ACTION/DISCUSSION ITEMS:**

7
8 **A. Alpine Safety Initiative.** Julie Beck said she was at the meeting because people had been coming to the
9 City Council for a long time to complain about the speed of traffic in Alpine. The Council had previously discussed
10 forming a committee to do something about speeding and she had volunteered to lead it. She said she had met with
11 the police chief, Shane Sorensen, and key people at the schools that had an impact on traffic in Alpine. It was not
12 just a local concern. There were worldwide efforts to calm traffic. She said she believed Alpine could be a model
13 city for traffic calming. In a quick review of some of her research, Mrs. Beck said that if a pedestrian was hit at 20
14 mph, there was a ten percent chance of fatality. If they were hit at 50 mph, there was a 90% chance of fatality. Many
15 people did not consider going 50 mph speeding. At 20 mph, a driver had time to think and time to brake. At 32 mph,
16 the stopping distance was 87 feet. She said motorist/pedestrian accidents were 100% avoidable. There were no
17 accidents on military bases because people did not speed on a military base. Seattle was pushing for a 20-mph speed
18 limit in every neighborhood. Alpine was a city, but it was also a neighborhood. Grove Drive and Main Street were
19 neighborhoods as much as any other area in Alpine. With continued growth, there was more construction and more
20 traffic coming.
21

22 Mrs. Beck said that the Nation Transportation Safety Board recommended three points for traffic calming: 1) a high
23 level of citizen engagement which required a personal commitment and holding each other accountable; 2)
24 enforcement with stops signs and citations. She encouraged the Council to consider hiring another police officer; 3)
25 engineering solutions including signage, road painting, and stop signs. She said Shane Sorensen had said he would
26 commit funding and support for signs at the entrance to the city that said Welcome to Alpine and language asking
27 people to observe the speed limits. They could use social media, the Newslite, and a pledge on the City's website
28 where people could commit to driving the speed limit. They could have a copy made to display in the participant's
29 car and on their Facebook page.
30

31 Chief Gwilliam said he appreciated the effort Mrs. Beck had put into this campaign to limit speeding in Alpine. It
32 would make the police job easier. The state legislature passed a bill earlier in the year that limited the number of
33 citations that could be written so it would be helpful if people committed to driving the speed limit voluntarily.
34

35 Mark Goodsell said studies showed that if 20% of the driver were courteous and slowed down, it affected the other
36 drivers.
37

38 David Fotheringham said they should include the youth and the Drivers Ed program. Enlist the other two cities
39 whose students attended Lone Peak. Kimberly Bryant suggested including the Alpine Youth Council.
40

41 Sheldon Wimmer said Orem had a community service where volunteers assisted the police in matters which allowed
42 the police department to stretch the influence of the officers. Chief Gwilliam said they had discussed that program
43 and would like to get it running before school started in the fall. There were a lot of menial type things that citizens
44 could do to free up the officers.
45

46 Mayor Stout said he would like to make this a top priority for the Council.
47

48 Julie Beck said she would like to make this this a happy and fun community effort aimed at creating a tone of
49 respect in the community.
50

51 Shane Sorensen noted that cities could not put up stop signs wherever they wanted. There were criteria that had to be
52 met to warrant a stop sign, and stop signs could not be used to control speed.
53

54 **B. Long Drive Safety Improvement Project:** Shane Sorensen said the Council had previously discussed
55 the problem of people parking along the streets during sporting events at the Timberline Middle School instead of
56 using the parking lot. Lon Lott, Carla Merrill, and Griff Johnson, who was developing the subdivision by

1 Timberline, had offered some solutions to the problem. They submitted a plan for the area showing selected curbs
2 that would be painted red, and areas for crosswalks. The plan was provided in the packet. There would also need to
3 be signage. The Council discussed using a towing company to tow illegally parked vehicles at the owner's expense
4 as a method of enforcement.

5
6 **MOTION:** Lon Lott moved to approve painting the curbs red as designated on the drawing along with no parking
7 signs and seek a volunteer group to paint the curbs. Ramon Beck seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly
8 Bryant, Carla Merrill, Ramon Beck, Jason Thelin voted aye. Motion passed.

9
10 Painting crosswalks did not need to be approved by motion.

11
12 **C. Bowery Improvement Project:** Austin Roy said the Planning Commission had reviewed two
13 proposals for improvements in the Bowery in Lambert Park. The main differences between the two proposals was
14 the parking and the position of the amphitheater. The Planning Commission liked aspects of both plans and made the
15 following recommendations.

- 16 1. Use amphitheater and pavilion layout from Concept A
- 17 2. Use parking layout from Concept B
- 18 3. Additional parking to the Concept B layout be adding spaces alongside the southwest entry road.
- 19 4. Add stage behind fire pit in amphitheater.
- 20 5. Possible pavilion where stage is.
- 21 6. Fix tables in existing pavilion. (4 tables).
- 22 7. Add a flag pole.

23
24
25 Austin Roy said there were three phases to the plan so everything would not be done immediately. Some of the
26 improvements could be done as service projects.

27
28 Will Jones said they wanted to get a Master Plan in place because they anticipated it would be a five-year project.
29 Parking would be the least expensive things to do and they would start with that. They planned to replace everything
30 in the existing pavilion, which was in bad shape. Improving the fire pit would be one of the first items in Phase 1. In
31 the meantime, they would draw up the plans for phases two and three. He would take it back to his landscape
32 architect with suggestions from the city, and then have a master plan to adopt.

33
34 Jason Thelin was concerned that the improvements would take away from the camping, and camping was the
35 primary use of the Bowery. Will Jones said they didn't want to take away from the camping and showed the large
36 area where people could camp.

37
38 **MOTION:** Lon Lott moved to move forward with plans to improve the Bowery in Lambert Park utilizing the
39 parking concept in plan B and the concept for the north/south amphitheater in plan A, and come back with a concept
40 for the camping site. Ramon Beck seconded. Ayes: 5 Nays: 0. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant, Carla
41 Merrill, Ramon Beck, Jason Thelin voted aye. Motion passed.

42
43 **D. Culinary Water Meter AMI Project – Approval of Equipment Purchase.** Shane Sorensen said this
44 expenditure for culinary water meters was in the budget. They were ready to move forward with purchasing 1500
45 meters as part of the project which would allow meters to be read remotely as often as needed rather than manually
46 twice a year. Leaks could be detected immediately so water would be conserved. The cost would be \$320,000 and
47 would allow a part-time employee that could work on Friday and Saturday which would free up the fulltime
48 employees for other projects.

49
50 **MOTION:** Jason Thelin moved to approve the purchase and installation of new culinary meters for a cost of
51 \$320,000. Carly Merrill seconded. Ayes: 5 Nays: 0. Jason Thelin, Ramon Beck, Carla Merrill, Kimberly Bryant,
52 Lon Lott voted aye. Motion passed.

53
54 **E. Resolution No. R2018-06, Culinary Water Connection Fee Increase:** Shane Sorensen said the
55 increased cost would apply only to new construction and would cover the increased cost of the meters.

1 **MOTION:** Lon Lott moved to approve Resolution No. R2018-06 to increase the cost of new culinary meters.
2 Kimberly Bryant seconded. Ayes: 5 Nays: 0. Jason Thelin, Ramon Beck, Carla Merrill, Kimberly Bryant, Lon Lott
3 voted aye. Motion passed.
4

5 **F. Parking Restrictions on Fort Canyon Road.** Shane Sorensen said that several years ago the Council
6 adopted parking restrictions along Fort Canyon Road because it was so narrow. The restrictions had continued
7 through the reconstruction of Fort Canyon Road. The roadwork was completed and he'd had questions from the
8 residents if those restrictions would continue. The fire chief looked at it and had concerns because the pavement is
9 still quite narrow – under 26 feet wide. If cars were parked along the road and there was an emergency situation, a
10 fire truck would not be able to get through.

11
12 Marla Rogers – Fort Canyon. She said she would like to be able to park on the street when she had wedding
13 receptions at her home. In the past, the police had worked with her when she had a reception. She had a nice
14 backyard for receptions and would like the option of parking on the road.
15

16 Darrell Duty- Fort Canyon. He said he lived at the top of the Fort Canyon and was one of the people who started the
17 no-parking movement when people were parking all along the canyon road to go to Sliding Rock. He said he would
18 like the fire truck to be able to get to his house if there was a fire. The road had gotten a little wider and, as a result,
19 people went much faster. He wouldn't dare walk along the road in the six-foot-wide pedestrian section. People still
20 parked on the road to go mountain biking. He said he wanted the NO PARKING signs to stay and parking to be
21 restricted
22

23 Kimberly Bryant suggested that perhaps Marla Rogers could get special permission for street parking when she had
24 an event.
25

26 Will Jones said they were asking for parking restrictions so people accessing the trails would drive through to the
27 trailhead parking lot instead of parking along the road.
28

29 Debra Hart – Fort Canyon. She said her daughter wanted to have a garage sale would like to have people park along
30 the road. She would also like to be able to have family over but there was nowhere for them to park. She noted that
31 the construction trucks coming up the road were dangerous, and she was confused about how they wanted small
32 town traffic but kept approving the construction of more and more homes.
33

34 Shane Sorensen said a permit system should take care of her daughter's desire to have a garage sale. Parking would
35 be limited to one side of the road only and parking would be by permit. No curbs would be painted but there would
36 be signs.
37

38 Ed Bush said it appeared they had a parking problem in the city. Maybe they needed a parking master plan.
39

40 Darrell Duty said the possibility of tow trucks was mentioned earlier in the meeting. He said he'd much rather call a
41 tow company than a police officer. Troy Stout suggested the cars be towed to a certain location in town and people
42 be charged a flat rate to recover their car. David Church said such an arrangement would need to be negotiated with
43 the tow company.
44

45 **MOTION:** Jason Thelin moved to restrict parking in Fort Canyon from Meadowlark Drive northward to where the
46 26-foot wide road ended, and allow permitted parking for events with parking only on the east side of the road.
47 Kimberly Bryant seconded. Ayes: 5 Nays: 0. Jason Thelin, Ramon Beck, Carla Merrill, Kimberly Bryant, Lon Lott
48 voted aye. Motion passed.
49

50 There was a discussion about restricting parking in the Three Falls subdivision. It was pointed out that the roads in
51 Three Falls were the standard 30 feet width of asphalt.
52

53 **MOTION:** Jason Thelin moved to not prohibit parking in the Three Falls subdivision where the road width was 30
54 feet. Carly Merrill seconded. Ayes: 4 Nays: 1. Jason Thelin, Ramon Beck, Carla Merrill, Kimberly Bryant voted
55 aye. Lon Lott voted nay. Motion passed.
56

1 **VI. STAFF REPORTS**

2
3 Austin Roy said he would be sending out weed abatement letter and open space encroachment letters.

4
5 David Church said that before September 1, 2018, the city should adopt a small wireless facility ordinance to
6 regulate small wireless facilities as defined by state and federal law. Cities could not say no to a small wireless
7 facility in the ROW or keep them from putting up new poles. A utility pole in a ROW might end up with a wireless
8 facility on it. Approval of a facility had to an administrative decision. The new law limited limited the cities' ability
9 to charge a certain fee over a certain amount. The city's discretion was very limited and what the company
10 considered small may not be considered small by a resident, but there was supposed to be a certain distance between
11 the poles. He said Alpine had already been contacted by a provider in the state.

12
13 David Church said the Patterson v Alpine City and Don Watkins would start on Tuesday, May 29th.

14
15 Shane Sorensen

- 16 • He said the Council had discussed issuing permits for people to drive into Lambert Park to see the poppies
17 who were otherwise unable to walk. He had come up with a permit to issue. It would be good for a two-
18 week period.
- 19 • He also directed their attention to the sign created by Carla Merrill which prohibited motorized vehicles in
20 Lambert Park. It was suggested the NO SHOOTING verbiage be placed on a separate sign to keep it
21 simple. It was noted the NO SHOOTING signs were always riddled with bullet holes.
- 22 • He'd received an email from the Highland City Youth Council inviting Alpine and Cedar Hills to
23 participate in an event with John Kerbis. There was no date as yet.
- 24 • He was working on the deer control plans.
- 25 • The Memorial Day celebration was on Monday, May 28th at 7:30 am in the Alpine Cemetery.
- 26 • They were finishing up with the water line project and would be paving tomorrow and the next day.
- 27 • The 100 South project was essentially complete.

28
29 **VII. COUNCIL COMMUNICATION**

30
31 Ramon Beck said someone put an illegal 4' x 8' sign on his property which he took down. He asked about the size
32 of political signs. David Church said they couldn't discriminate based on content. If other signs were allowed which
33 were 4' x 8', political signs were also allowed to be that size

34
35 Jason Thelin said there was an old sign going into Lambert Park that stated motorized vehicles need to stay on the
36 road. It needed to be taken down since the law was changed.

37
38 Mayor Troy Stout

- 39 • They had a really good turnout on Trail Day on Saturday. He thanked Lon Lott and Carla Merrill for their
40 efforts.
- 41 • He said he went to the Lone Peak Achievement Day and was able to introduce the Youth Council. He
42 would like to give them more opportunities and be able to shadow the Council.
- 43 • He said they had discussed using goats in the Lambert Park to keep the weeds down and create a fire break.
44 Will Jones had volunteered some funding. Troy said he would be getting in touch with the man who
45 operated the goat service.
- 46 • He asked about adopting a drone ordinance. Shane Sorensen said a city back east had adopted an ordinance
47 and it got shot down. David Church said the FFA regulated the height at which they could fly and there
48 were peeping tom laws. Troy Stout said he would like to discuss it at the next meeting.
- 49 • He said he would like to make meetings more efficient. Lon Lott suggested a sign-in sheet for public
50 comment and a 3-minute timer.
- 51 • He would like to evaluate if things that were approved were being done such as the buck and pole fencing
52 in Lambert Park.

53
54 **VIII. EXECUTIVE SESSION:** None held

1 **MOTION:** Carla Merrill moved to adjourn. Lon Lott seconded. Ayes: 4 Nays: 0. Carla Merrill, Lon Lott, Jason
2 Thelin, Ramon Beck voted aye. Motion passed. Kimberly Bryant was not present at the time of the motion.

3

4 The meeting was adjourned at 10:30 pm.

5

DRAFT

**Alpine City - General Fund
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Taxes			
Property taxes	\$ 1,194,122	\$ 1,120,000	\$ 1,300,000
Redemption taxes	98,423	84,000	140,000
Sales tax	1,207,507	1,050,000	1,200,000
Motor vehicle taxes	114,088	106,000	106,000
Franchise fees	672,762	630,000	650,000
Penalties & interest on delinquent	2,740	1,500	6,000
Total Taxes	\$ 3,289,642	\$ 2,991,500	\$ 3,402,000
License and Permits			
Business licensed & fees	\$ 26,117	\$ 18,000	\$ 22,000
Plan check fees	142,155	105,000	160,000
Building permits	228,462	170,000	300,000
Building permit assessment	2,378	1,700	2,500
Total License and Permits	\$ 399,111	\$ 294,700	\$ 484,500
Intergovernmental Revenue			
Municipal recreation grant	\$ 5,472	\$ 5,400	\$ 5,400
Total Intergovernmental	\$ 5,472	\$ 5,400	\$ 5,400
Charges For Service			
Zoning & subdivision fees	\$ 36,745	\$ 10,000	\$ 15,000
Annexation applications	500	500	500
Sale of maps and publications	-	50	50
Public safety district rental	19,258	38,516	38,516
Waste collections sales	568,770	495,000	505,000
Youth council	5,392	1,300	-
Sale of cemetery lots	6,156	6,000	7,500
Burial fees	42,550	20,000	43,500
Total Charges for Service	\$ 679,371	\$ 571,366	\$ 610,066
Fines and Forfeitures			
Fines	\$ 44,556	\$ 42,000	\$ 45,000
Other fines	8,671	2,000	10,000
Traffic school	-	500	500
Total Fines and Forfeitures	\$ 53,227	\$ 44,500	\$ 55,500
Rents & Other Revenues			
Recycling	\$ 75	\$ -	\$ -
Rents & concessions	55,494	34,000	58,000
Sale of City land	1,500	-	-
Total Rents & Other Revenues	\$ 57,069	\$ 34,000	\$ 58,000

**Alpine City - General Fund-Continued
FY 2018/2019 Budget**

Revenues-continued	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Interest & Misc Revenues			
Interest earnings	\$ 39,308	\$ 20,000	\$ 40,000
Alpine Days revenue	100,130	40,000	75,000
Rodeo revenue	35,749	20,000	20,000
Bicentennial books	805	500	500
Donations	9	-	-
Sundry revenues	341,952	-	25,000
Total Miscellaneous Revenues	\$ 517,953	\$ 80,500	\$ 160,500
Transfers & Contributions			
Fund balance appropriation	\$ -	\$ 859,295	\$ 403,789
Admin Fees Water Fund	6,000	-	-
Contribution for paramedic	30,625	29,500	30,000
Admin Fees Sewer Fund	6,000	-	-
Total Contributions & Transfers	\$ 42,625	\$ 888,795	\$ 433,789
Total General Fund Revenues	\$ 5,044,469	\$ 4,910,761	\$ 5,209,755

**Alpine City - General Fund-Continued
FY 2018/2019 Budget**

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Administration	\$ 356,293	\$ 383,350	\$ 436,450
Court	\$ 92,110	85,200	85,200
Treasurer	\$ 34,346	34,550	39,550
Elections	\$ -	20,500	500
Government Buildings	\$ 106,811	93,400	93,400
Emergency Services	\$ 1,852,736	1,839,984	1,986,305
Building Inspection	\$ 146,089	145,700	162,000
Planning & Zoning	\$ 195,537	210,700	231,200
Streets	\$ 707,652	534,927	598,850
Parks & Recreation	\$ 433,209	408,950	431,450
Cemetery	\$ 155,836	154,900	156,900
Garbage	\$ 447,486	482,600	# 471,950
Miscellaneous	\$ 962,816	516,000	516,000
Total General Fund Expenditures	\$ 5,490,923	\$ 4,910,761	\$ 5,209,755
Surplus/(Deficit)	\$ (446,454)	\$ -	\$ -

CLASS C ROADS
FY 2018/2019 Budget

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Interest earnings	\$ -	\$ -	\$ -
Class "B&C" Road allotment	479,848	385,000	400,000
Appropriation of fund balance	-	195,000	250,000
Total Revenues	\$ 479,848	\$ 580,000	\$ 650,000
Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Miscellaneous	\$ -	\$ -	\$ -
Class "B&C" road projects	331,067	580,000	650,000
Reserves	-	-	-
Total Capital Expenditures	\$ 331,067	\$ 580,000	\$ 650,000
Surplus/(Deficit)	\$ 148,781	\$ -	\$ -

**Recreation Impact Fee Funds
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Recreation facility fees	\$ 120,960	\$ 20,500	# \$ 125,000
Interest earnings	7,959	4,500	5,000
Appropriation of fund balance	-	25,000	-
Total Revenues	\$ 128,919	\$ 50,000	\$ 130,000

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Timp Spec Serv Dist Impact Fee	\$ 79,348	\$ -	\$ -
Park system	2,400	50,000	130,000
Miscellaneous	-	-	-
Total Capital Expenditures	\$ 81,748	\$ 50,000	\$ 130,000
Surplus/(Deficit)	\$ 47,172	\$ -	\$ -

**Impact Fee Funds Streets
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Streets & transportation fees	\$ 72,306	\$ 22,000	# \$ 105,000
Timpanogoes Sewer Hook On Fee	\$ 81,823	\$ -	\$ -
Interest earnings	-	-	-
Appropriation of fund balance	-	182,000	-
Total Revenues	\$ 154,129	\$ 204,000	\$ 105,000

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Streets & transport	\$ 36,502	\$ 204,000	\$ 105,000
Reserves	-	-	-
Total Capital Expenditures	\$ 36,502	\$ 204,000	\$ 105,000
Surplus/(Deficit)	\$ 117,627	\$ -	\$ -

**Alpine City - Capital Projects Fund
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Interest revenue	\$ 16,951	\$ 7,000	\$ 9,000
Transfer from General Fund	950,000	500,000	500,000
Contributions from builders	-	-	-
Fund Balance appropriation	-	444,900	1,117,500
Total Revenues	\$ 966,951	\$ 951,900	\$ 1,626,500

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Capital outlay other	\$ 57,999	\$ 506,500	\$ 1,077,000
Capital outlay buildings	65,377	425,000	515,000
Capital outlay equipment	48,135	20,400	34,500
Total Capital Expenditures	\$ 171,511	\$ 951,900	\$ 1,626,500
Surplus/(Deficit)	\$ 795,440	\$ -	\$ -

**Alpine City - Water Utility
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Operating Revenues			
Metered water sales	\$ 579,991	\$ 560,000	\$ 600,000
Other water revenue	7,037	5,000	5,000
Water connection fee	4,890	5,000	5,000
Penalties	8,954	5,500	5,500
Total Miscellaneous Revenues	<u>\$ 600,872</u>	<u>\$ 575,500</u>	<u>\$ 615,500</u>
Miscellaneous			
Interest earned	\$ 31,649	\$ 19,000	\$ 21,000
Appropriated fund balance	222,211	836,450	301,275
Total Utility Revenue	<u>\$ 253,860</u>	<u>\$ 855,450</u>	<u>\$ 322,275</u>
Total Utility Fund Revenues	<u><u>\$ 854,731</u></u>	<u><u>\$ 1,430,950</u></u>	<u><u>\$ 937,775</u></u>

Expenses	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Water operating	\$ 420,614	\$ 387,300	\$ 372,650
Depreciation	264,719	255,000	255,000
Capital outlay- Buildings	-	50,000	50,000
Capital outlay- Improvements	(0)	730,000	460,000
Capital outlay- Equipment	(1)	8,650	10,125
Total Utility Fund Expenses	<u>\$ 685,333</u>	<u>\$ 1,430,950</u>	<u>\$ 937,775</u>
Surplus/(Deficit)	<u><u>\$ 169,398</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**Impact Fee Funds Water Impact Fees
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Water Impact Fees	\$ 42,193	\$ 27,000	# \$ 70,000
Interest earnings	-	41,000	-
Appropriation of fund balance	-	-	-
Total Revenues	\$ 42,193	\$ 68,000	\$ 70,000
Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Impact fee projects	\$ 0	\$ 68,000	\$ 70,000
To reserves	-	-	-
Total Capital Expenditures	\$ 0	\$ 68,000	\$ 70,000
Surplus/(Deficit)	\$ 42,193	\$ -	\$ -

**Alpine City - Sewer Utility
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Operating Revenues			
Sewer system sales	\$ 1,065,326	\$ 1,000,000	\$ 1,025,000
Other revenue	12,130	10,000	10,000
Sewer connection fee	3,125	3,000	5,000
Developers Contributions	161,637	-	-
Total Miscellaneous Revenues	\$ 1,242,218	\$ 1,013,000	\$ 1,040,000
Miscellaneous			
Interest earned	\$ 20,643	\$ 10,000	\$ 12,000
Appropriated fund balance	-	55,350	27,975
Total Utility Revenue	\$ 20,643	\$ 65,350	\$ 39,975
Total Utility Fund Revenues	\$ 1,262,862	\$ 1,078,350	\$ 1,079,975

Expenses	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Sewer operating	\$ 886,101	\$ 874,700	\$ 874,850
Depreciation	154,810	130,000	130,000
Capital outlay- Improvements	-	65,000	80,000
Capital outlay- Equipment	(1)	8,650	10,125
Total Utility Fund Expenses	\$ 1,040,910	\$ 1,078,350	\$ 1,079,975
Surplus/(Deficit)	\$ 221,952	\$ -	\$ -

**Alpine City - Sewer Impact fee funds
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Sewer Impact Fees	\$ 13,500	\$ 12,000	# \$ 20,000
Interest earnings	-	-	-
Appropriation of fund balance	-	-	-
Total Revenues	\$ 13,500	\$ 12,000	\$ 20,000

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Sewer Impact fee projects	\$ 0	\$ 4,000	\$ 20,000
To reserves	-	8,000	-
Total Capital Expenditures	\$ 0	\$ 12,000	\$ 20,000
Surplus/(Deficit)	\$ 13,499	\$ -	\$ -

**Alpine City - PI Fund
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Operating Revenues			
Irrigation water sales	\$ 966,177	\$ 870,000	\$ 875,000
Other revenue	-	1,000	1,000
PI connection fee	4,740	1,500	2,500
PI impact fee	-	-	-
Developer Contributions	159,839	-	-
Total Miscellaneous Revenues	\$ 1,130,755	\$ 872,500	\$ 878,500
Miscellaneous			
Interest earned	\$ 27,966	\$ 12,000	\$ 14,000
Appropriated fund balance	-	915,227	631,452
Total Utility Revenue	\$ 27,966	\$ 927,227	\$ 645,452
Total Utility Fund Revenues	\$ 1,158,722	\$ 1,799,727	\$ 1,523,952

Expenses	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
PI operating	\$ 536,701	\$ 513,700	\$ 521,450
Depreciation	227,716	223,704	223,704
Amortization	26,623	-	-
Capital Outlay	-	585,000	300,000
Capital outlay- Equipment	-	8,650	10,125
Bond costs	4,500	4,500	4,500
Debt Service	118,380	464,173	464,173
Total Utility Fund Expenses	\$ 913,920	\$ 1,799,727	\$ 1,523,952
Surplus/(Deficit)	\$ 244,801	\$ -	\$ -

**Alpine City - Pressure Irrigation Impact fee funds
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
PI Impact Fees	\$ 84,859	\$ 25,000	# \$ 75,000
Interest earnings	-	-	-
Appropriation of fund balance	-	-	-
Total Revenues	\$ 84,859	\$ 25,000	\$ 75,000

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
PI Impact fee projects	-	-	\$ 75,000
To reserves	-	25,000	-
Total Capital Expenditures	-	\$ 25,000	\$ 75,000
Surplus/(Deficit)	\$ 84,859	\$ -	\$ -

**Alpine City - Storm Drain Fund
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Operating Revenues			
Storm drain revenue	\$ 180,177	\$ 162,000	\$ 165,000
Other revenue	-	1,000	1,000
SWPP fee	10,200	6,000	10,000
Storm drain impact fee	-	-	-
Total Miscellaneous Revenues	<u>\$ 190,377</u>	<u>\$ 169,000</u>	<u>\$ 176,000</u>
Miscellaneous			
Interest earned	\$ 8,316	\$ 3,000	\$ 4,000
Developer Contributions	\$ 274,612	\$ -	\$ -
Appropriated fund balance	-	108,600	101,100
Total Utility Revenue	<u>\$ 282,928</u>	<u>\$ 111,600</u>	<u>\$ 105,100</u>
Total Utility Fund Revenues	<u>\$ 473,305</u>	<u>\$ 280,600</u>	<u>\$ 281,100</u>

Expenses	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
SD operating	\$ 114,089	\$ 97,100	\$ 97,600
Depreciation	99,130	83,500	83,500
Capital outlay	(0)	100,000	100,000
Total Utility Fund Expenses	<u>\$ 213,219</u>	<u>\$ 280,600</u>	<u>\$ 281,100</u>
Surplus/(Deficit)	<u>\$ 260,086</u>	<u>\$ -</u>	<u>\$ -</u>

**Alpine City - Storm Drain Impact fee funds
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
SD Impact Fees	\$ 40,000	\$ 8,000	# \$ 65,000
Interest earnings	-	-	-
Appropriation of fund balance	-	132,000	-
Total Revenues	\$ 40,000	\$ 140,000	\$ 65,000

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
SD Impact fee projects	\$ -	\$ 140,000	\$ 65,000
To reserves	-	-	-
Total Capital Expenditures	\$ -	\$ 140,000	\$ 65,000
Surplus/(Deficit)	\$ 40,000	\$ -	\$ -

**Alpine City - Trust & Agency Fund
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Interest revenue	\$ 1,855	\$ 1,000	\$ 1,000
Total Revenues	\$ 1,855	\$ 1,000	\$ 1,000

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Interest expense	\$ -	\$ 1,000	\$ 1,000
Total Expenditures	\$ -	\$ 1,000	\$ 1,000
Surplus/(Deficit)	\$ 1,855	\$ -	\$ -

**Alpine City - Cemetery Perpetual Fund
FY 2018/2019 Budget**

Revenues	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Cemetery lot payments	\$ 9,604	\$ 13,000	\$ 13,000
Upright Monument	1,950	2,500	2,500
Interest revenues	6,769	2,500	2,500
Appropriate fund balance	-	-	-
Total Revenues	\$ 18,322	\$ 18,000	\$ 18,000

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Cemetery expenses	\$ -	\$ 18,000	\$ 18,000
Total Expenses	\$ -	\$ 18,000	\$ 18,000
Surplus/(Deficit)	\$ 18,322	\$ -	\$ -

Alpine City - General Fund-Continued
Administration
FY 2018/2019 Budget

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 187,178	\$ 187,500	\$ 221,750
Employee Benefits	69,315	77,500	94,350
Overtime Wages	1,271	1,500	1,500
Books, Subscriptions, & Members	16,780	19,200	18,000
Public Notices	3,992	4,000	4,500
Travel	3,967	4,500	2,500
Office Supplies & Postage	20,606	20,000	20,000
Equipment - Supplies & Mainten	1,066	1,000	1,500
Telephone	4,254	3,500	4,500
Professional Services	11,618	30,000	30,000
Education	-	150	150
Council Discretionary Fund	12,101	13,000	15,000
Mayor Discretionary Fund	7,591	8,000	8,000
Insurance	8,694	9,000	10,200
Other Services	209	500	500
Other Expenses	7,652	4,000	4,000
Total Administration	\$ 356,293	\$ 383,350	\$ 436,450

**Alpine City - General Fund-Continued
FY 2018/2019 Budget**

Treasurer

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 16,074	\$ 11,600	\$ 12,900
Employee Benefits	5,302	6,100	9,800
Books, Subscriptions, & Members	535	500	500
Travel	-	500	500
Office Supplies & Postage	410	750	750
Professional & Technical	-	3,600	3,600
Education	125	500	500
Accounting Services/Audit	11,900	11,000	11,000
Total Treasurer	\$ 34,346	\$ 34,550	\$ 39,550

Alpine City - General Fund-Continued
Elections FY 2018/2019 Budget

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Office Expense, Supplies & Pos	\$ -	\$ 500	\$ 500
Miscellaneous Services	-	20,000	-
Total Elections	\$ -	\$ 20,500	\$ 500

Alpine City - General Fund-Continued
Government Buildings **FY 2018/2019 Budget**

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Building Supplies	\$ 7,164	\$ 4,000	\$ 4,000
Utilities	22,854	22,000	22,000
Insurance	-	2,400	2,400
Other Services	21,180	20,000	20,000
Capital Outlay Buildings	55,613	45,000	45,000
Total Government Buildings	\$ 106,811	\$ 93,400	\$ 93,400

Alpine City - General Fund-Continued

Emergency Services

FY 2018/2019 Budget

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Police	\$ 1,095,857	\$ 1,090,214	\$ 1,105,583
Fire	694,812	675,610	807,286
Administration	62,068	74,160	73,436
Total Emergency Services	\$ 1,852,736	\$ 1,839,984	\$ 1,986,305

Building Inspection	Alpine City - General Fund-Continued
	FY 2018/2019 Budget

Expenditures	Actual FY 2017		Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 21,099		\$ 21,500	\$ 36,700
Employee Benefits	16,304		16,500	17,600
Overtime Wages	1,271		2,000	2,000
Books, Subscriptions, & Members	135		500	500
Office Supplies & Postage	-		700	700
Telephone	2,484		2,000	2,000
Contract/Building Inspector	93,427		90,000	90,000
Insurance & Surety Bonds	9,492		10,000	10,000
Building Permit Surcharge	1,877		2,500	2,500
Total Building Inspection	\$ 146,089		\$ 145,700	\$ 162,000

Alpine City - General Fund-Continued
Planning & Zoning **FY 2018/2019 Budget**

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 95,842	\$ 101,750	\$ 113,450
Employee Benefits	47,302	52,500	60,300
Overtime Wages	593	1,000	2,000
Books, Subscriptions, & Members	1,740	2,200	2,200
Travel	340	1,500	1,500
Office Supplies & Postage	2,593	3,000	3,000
Professional Services	44,759	46,000	46,000
Legal Services For Subdivis	1,995	2,000	2,000
Education	375	750	750
Total Planning & Zoning	\$ 195,537	\$ 210,700	\$ 231,200

Alpine City - General Fund-Continued
Streets **FY 2018/2019 Budget**

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 89,673	\$ 68,000	\$ 71,250
Employee Benefits	60,662	61,000	60,000
Overtime Wages	11,786	11,000	11,000
Travel	291	500	1,000
Office Supplies & Postage	19	500	750
Equipment - Supplies & Maintenance	29,358	32,000	32,000
Street Supplies and Maintenance	67,475	70,000	70,000
Utilities	336	500	500
Telephone	547	750	900
Power- Street Lights	54,822	50,000	50,000
Insurance	10,022	11,950	11,950
Other Services	19,660	12,000	12,000
Other Expenses	5,581	3,077	3,500
Class C Road Fund	331,067	-	-
Capital Outlay- Other Than Building	-	200,000	200,000
Capital Outlay- Equipment	26,355	13,650	74,000
Total Streets	\$ 707,652	\$ 534,927	\$ 598,850

**Alpine City - General Fund-Continued
FY 2018/2019 Budget**

Parks & Recreation

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 42,908	\$ 43,600	\$ 44,650
Wages Temporary Employees	25,538	27,500	27,500
Employee Benefits	29,894	28,300	28,900
Overtime Wages	1,093	1,200	1,200
Travel	839	1,000	1,000
Office Supplies & Postage	1,777	2,200	2,200
Equipment - Supplies & Maintenance	21,126	25,000	25,000
Building And Grounds Supplies	24,978	26,500	26,500
Utilities	46,934	3,500	3,500
Telephone	489	500	850
Insurance & Surety Bonds	9,492	10,500	10,500
Deer Population Control	24,414	20,000	40,000
Rodeo	-	25,000	25,000
Other Expenses	11,533	16,500	16,500
Alpine Days	141,094	134,450	134,450
Moyle Park	8,939	9,000	9,000
Library	11,474	11,000	11,000
Youth Council	8,968	5,000	5,500
Book Mobile	13,200	13,200	13,200
Trails	8,520	5,000	5,000
Total Parks & Recreation	\$ 433,209	\$ 408,950	\$ 431,450

Alpine City - General Fund-Continued
Cemetery **FY 2018/2019 Budget**

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 42,908	\$ 43,600	\$ 44,650
Wages Temporary Employees	25,538	27,500	27,500
Employee Benefits	29,892	28,300	28,900
Overtime Wages	1,093	2,000	2,000
Travel	221	500	500
Office Supplies & Postage	331	500	500
Equipment- Supplies & Maintenance	16,661	15,000	15,000
Building and Grounds	11,197	15,000	15,000
Telephone	408	500	850
Insurance & Surety Bonds	9,492	10,000	10,000
Other Services	18,094	12,000	12,000
Total Cemetery	\$ 155,836	\$ 154,900	\$ 156,900

Miscellaneous Alpine City - General Fund-Continued
FY 2018/2019 Budget

Expenditures	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Technology Upgrade	\$ 17,396	\$ 11,000	\$ 11,000
Transfer To Capital IMP Fund	950,000	500,000	500,000
Emergency Prep	(4,580)	5,000	5,000
Total Miscellaneous	\$ 962,816	\$ 516,000	\$ 516,000

Water Fund

Alpine City - Water Utility
FY 2018/2019 Budget

Water Operating Expenses	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 151,584	\$ 154,600	\$ 146,000
Employee Benefits	101,253	90,800	84,750
Overtime Wages	12,379	11,000	11,000
Books, Subscriptions, & Members	1,863	2,500	2,500
Travel	2,250	3,000	3,000
Office Supplies & Postage	12,903	13,000	13,000
Equipment - Supplies & Mainten	23,861	21,000	21,000
Building and Ground Supplies	51,465	15,000	15,000
Utilities	21,333	25,000	25,000
Telephone	1,885	1,600	1,600
Professional & Technical Services	14,041	18,900	18,900
Education	545	1,000	1,000
Technology Update	1,565	10,000	10,000
Insurance and Surety Bonds	9,492	10,900	10,900
Miscellaneous Services	1,275	1,500	1,500
Other Expenses	6,920	7,500	7,500
General Fund Admin Fees	6,000	-	-
Total Operating Water Fund Expenses	\$ 420,614	\$ 387,300	\$ 372,650
Depreciation	264,719	255,000	255,000
Capital outlay- Buildings	-	50,000	50,000
Capital outlay- Improvements	(0)	730,000	250,000
Capital outlay- Equipment	(1)	8,650	10,125
Total Utility Fund Expenses	\$ 685,333	\$ 1,430,950	\$ 937,775
Capital Outlay- Impact Fee	0.32		
	\$ 685,333.24		

Alpine City - Sewer Utility
Sewer Fund FY 2018/2019 Budget

Sewer Operating Expenses	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 154,948	\$ 133,700	\$ 132,000
Employee Benefits	94,229	87,300	84,750
Overtime Wages	12,181	10,000	10,000
Travel	1,331	2,500	2,500
Office Supplies & Postage	10,102	12,000	12,000
Equipment - Supplies & Mainten	10,184	5,000	5,000
Building and Ground Supplies	7,082	11,600	11,600
Utilities	501	500	500
Telephone	4,087	4,250	4,250
Professional & Technical	-	3,600	8,000
Technology Update	1,566	5,000	5,000
Timpanogos Special Service District	581,261	598,250	598,250
Other Expenses	2,629	1,000	1,000
General Fund Admin Fees	6,000	-	-
Total Operating Sewer Fund Expenses	\$ 886,101	\$ 874,700	\$ 874,850
Depreciation	154,810	130,000	130,000
Capital outlay- Improvements	-	65,000	65,000
Capital outlay- Equipment	(1)	8,650	10,125
Total Utility Fund Expenses	\$ 1,040,910	\$ 1,078,350	\$ 1,079,975
Capital Outlay- Impact Fee	0.19		
	\$ 1,040,910.37		

Alpine City - PI Fund
Pressurized Irrigation Fund **FY 2018/2019 Budget**

PI Operating Expenses	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 113,234	\$ 93,700	\$ 97,000
Employee Benefits	75,397	55,000	56,250
Overtime Wages	12,181	13,000	13,000
Travel	908	1,200	1,200
Equipment - Supplies & Mainten	66,296	67,500	65,000
Building and Ground Supplies	2,035	2,500	5,000
Utilities	220,813	225,000	225,000
Telephone	1,010	1,500	1,500
Office Supplies & Postage	13,226	12,000	12,000
Professional & Technical Services	-	1,800	5,000
Engineer Services	9,360	10,000	10,000
Technology Update	1,565	5,500	5,500
Annual Audit - Utah Water	-	500	500
Insurance & Surety Bonds	18,690	20,000	20,000
Miscellaneous Services	-	3,000	3,000
Other Expenses	1,986	1,500	1,500
Total Operating PI Fund Expenses	\$ 536,701	\$ 513,700	\$ 521,450
Depreciation	227,716	223,704	223,704
Amortization	26,623	-	-
Capital Outlay	-	585,000	300,000
Capital Outlay- Equipment	-	8,650	10,125
Agents Fees	2,500	2,500	2,500
Trustee Fees	2,000	2,000	2,000
Bond Principal #0352418	-	355,000	355,000
Bond Interest #0352418	118,380	109,173	109,173
Total Utility Fund Expenses	\$ 913,920	\$ 1,799,727	\$ 1,523,952

Alpine City - Storm Drain Fund
Storm Drain Fund **FY 2018/2019 Budget**

SD Operating Expenses	Actual FY 2017	Budget FY 2018	Proposed Budget FY 2019
Salaries and Wages	\$ 52,229	\$ 42,000	\$ 42,250
Employee Benefits	26,710	26,000	26,250
Planning	-	500	500
Books, Subscriptions, & Members	1,973	2,000	2,000
Travel	624	650	650
Office Supplies & Postage	2,829	2,500	2,500
Building & Ground Supplies	14,808	4,500	4,500
Storm Drain Utilities	543	-	-
Technology Update	1,566	5,000	5,000
Insurance	9,500	10,000	10,000
Miscellaneous Services	3,307	3,950	3,950
Total Operating SD Fund Expenses	\$ 114,089	\$ 97,100	\$ 97,600
Depreciation	99,130	83,500	83,500
Capital Outlay	(0)	100,000	100,000
Total Utility Fund Expenses	\$ 213,219	\$ 280,600	\$ 281,100

NICKERSON COMPANY, INC. WARRANTY, TERMS AND CONDITIONS OF SALE.

PURCHASER: _____ P.O.# _____

DESCRIPTION _____

All orders shall be made out to Nickerson Company, Inc. at P.O. Box 25425, Salt Lake City, Utah 84125 and shall be subject to acceptance by Nickerson Company, Inc.

1. **CONSTRUCTION AND LEGAL EFFECT.** Our sale to you will be solely upon the terms and conditions set forth herein. They supersede and reject any conflicting terms and conditions of yours, any statement in yours to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you; we shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer. No representation of any kind has been made by us except as set forth herein; this agreement conclusively supersedes all prior writings and negotiations with respect thereto and we will furnish only the quantities and items specifically listed on the face hereof; we assume no responsibility for furnishing other equipment or material shown in any plans and/or specification for a project to which the goods ordered herein pertain. Any action for breach of contract must be commenced within one year after the cause of action has accrued. Our quoted prices, discounts, terms and conditions are subject to change without notice.

2. **PRICES.** Unless otherwise noted on the face hereof, prices are net F.O.B. Point of Origin. Service time of a factory-trained service man is not included and may be charged extra. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold will be added to billing unless you provide us with an appropriate exemption certificate.

3. **DEFECTIVE EQUIPMENT AND LIMITATION OF WARRANTIES.** Providing purchaser notifies us promptly, if within one year from date of shipment equipment sold by Nickerson Company, Inc. fails to function properly under normal, proper and rated use and service because of defects in material or workmanship demonstrated to our satisfaction to have existed at the time of delivery, the company reserving the right to either inspect them in your hands or request their return to us will at our option repair or replace at our expense F.O.B. our Salt Lake City plant, or give you proper credit for such equipment or parts determined by us to be defective, if returned transportation prepaid by purchaser. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to you by anyone except our authorized employees, and the company will not be liable in any event for alterations or repairs except those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the company shall in no event be liable in this respect. The equipment or parts manufactured by others but furnished by us will be repaired or replaced only to the extent of the original manufacturer's guarantee. Our obligations and liabilities hereunder shall not be enforceable until such equipment has been fully paid for. Purchaser agrees that if the products sold hereunder are resold by purchaser, he will include in the contract for resale, provisions which limit recoveries against us in accordance with this section. In case of our failure to fulfill any performance representation, it is agreed that we may at our option remove and reclaim the equipment covered by this agreement at our own expense and discharge all liability by repayment to the purchaser of all sums received on account of the purchase price. (The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, or merchantability or fitness for a particular purpose or otherwise, express or implied by connection with the sale or furnishing of goods or parts, their design, suitability for use, installation or operation.) We will in no event be liable for any direct, indirect, special or consequential damages or delay resulting from any defect whatsoever, and our liability under no circumstances will exceed the contract price for the goods for which liability is claimed.

4. **DELIVERY.** Delivery, shipment and installation dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of complete technical data and approved drawings as such may be necessary. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control or causes designated Acts of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer.

5. **OPERATING CONDITIONS AND ACCEPTANCE.** Recommendations and quotations are made upon the basis of operating conditions specified by the Purchaser. If actual conditions are different than those specified and performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all expenses incurred in, and reasonable profit for, performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all changes in the equipment required to accommodate such conditions, and we reserve the right to cancel this order and Purchaser shall reimburse us for all costs and expenses incurred in, and reasonable profit for, performance hereunder. We reserve the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart issued by Nickerson Co. are descriptive only and are not warranties or representations; Nickerson Co. will certify to a rated capacity in any particular product upon request. Capacity head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature not over 85° F. Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these.

6. **SHIPPING.** Unless you specify otherwise in writing, (a) goods will be boxed or crated as we may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at our discretion, and may be insured at your expense, value to be stated at order price. On all shipment F.O.B. our plant, delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss of damage in transit must be entered with the carrier and prosecuted by you. Acceptance of material from a common carrier constitutes a waiver of any claims against us for delay or damage or loss.

7. **CANCELLATION AND RETURNED EQUIPMENT.** Orders may be cancelled only with our written consent and upon payment or reasonable and proper cancellation charges. Goods may be returned only when specifically authorized and you will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any outgoing and incoming transportation costs which we pay.

8. **CREDIT AND PAYMENT.** Payment for products shall be 30 days net. Pro-rata payments shall become due with partial shipments. A late charge of 2 percent per month or the maximum permitted by law, which ever is less, will be imposed on all past due invoices. We reserve the right at any time to alter, suspend, credit, or to change credit terms provided herein, when in our sole opinion your financial condition so warrants. In such case, in addition to any other remedies herein or by law provided. Failure to pay invoices at maturity date at our election makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled, and we may terminate this agreement. Acceptance by us of less than full payment shall not be a waiver of any of our rights. You represent by sending each purchase order to us that you are not insolvent as that term is defined in applicable state or federal statutes. In the event you become insolvent before delivery of any products purchased hereunder, you will notify us in writing. A failure to notify us of insolvency at the time of delivery shall be construed as a reaffirmation of your solvency at that time. Irrespective of whether the products purchased hereunder are delivered directly to you, or to a customer of yours, and irrespective of the size of shipment, we shall have the right to withhold or reclaim goods under the applicable state and federal statutes. Where you are responsible for any delay in shipment the date of completion of goods may be treated by us as the date of shipment for purposes of payment. Completed goods shall be held at your cost and risk and we shall have the right to bill you for reasonable storage and insurance expenses. Regardless of price quoted, all orders will be invoiced in the minimum amount of \$50.00 net.

9. **INSPECTION.** Inspection of goods in our plant by you or your representative will be permitted insofar as this does not unduly interfere with our workflow, provided that complete details of the inspection you desire are submitted to us in writing in advance.

10. **RECORDS, AUDITS AND PROPRIETARY DATA.** Unless otherwise specifically agreed in writing signed by an authorized officer, neither you nor any representative of yours, nor any other person, shall have any right to examine or audit our cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which we, in our sole discretion, may consider in whole or part proprietary to ourselves.

The undersigned accepts this quotation and agrees to the warranty terms and conditions printed on this sheet, and acknowledges that he and, or she is bound thereby and it is fully understood and agreed that ownership, title and right of unrestricted repossession of property, shall remain with the Nickerson Company, Inc., until paid for in full. The signers hereof agree that if any default of this contract occurs, they will return all above merchandise in good order upon demand, and all payments previously made are to be forfeited for rental and use thereof, plus an additional sum for any legal or attorney fees incurred in the enforcement of above provisions.

SIGNED _____ TITLE _____ DATE _____
Please sign and return to Nickerson Co. with order.

ALPINE CITY COUNCIL AGENDA

SUBJECT: General Plan Review – Parks, Recreation, Trails & Open Space – Goals and Policies

FOR CONSIDERATION ON: 12 June 2018

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Review goals and policies for the Parks element of the General Plan

BACKGROUND INFORMATION:

The Planning Commission has completed a draft of the General Plan which is now ready for City Council review. The updated General Plan was written with a few goals in mind: make it simple, make it concise, and provide a clear list of the City's goals and policies. Each element of the General Plan has specified goals and policies. City Council will review the goals and policies of the Parks, Recreation, Trails and Open Space element of the General Plan.

STAFF RECOMMENDATION:

Review Goals and Policies of the Parks, Recreation, Trails and Open Space Element of the General Plan and suggest changes, corrections, and/or updates.

PARKS, RECREATION, TRAILS & OPEN SPACE



GOAL #1

Plan and maintain a sustainable high-quality parks and trails network within the community.



POLICIES

- 1.1 Work closely with neighboring municipalities and the appropriate entities to coordinate recreation opportunities and designate specific parks for the use of organized recreational activities.
- 1.2 Work closely with neighboring municipalities and the appropriate entities to coordinate the trails between cities and plan connections.
- 1.3 Organize volunteer efforts to periodically cleanup trails on a staggered annual basis in accordance with the US Forest Service Trail Standards.
- 1.4 Designate trails for specific uses where needed (i.e. equestrian, hiking, biking, OHV/ATV).
- 1.5 Implement and promote the Bonneville Shoreline Trail.

APPENDAGE:	A	Moyle Park Master Plan
	B	Dry Creek Corridor Master Plan
	C	Trail Master Plan

PARKS, RECREATION, TRAILS & OPEN SPACE



GOAL #2

Identify and categorize city parks according to primary use and function.

POLICIES

2.1 Parks are classified under three main categories: Sports Parks, Family Parks, and Open Space Parks.

2.1.1 Sports Parks are dedicated primarily to facilitating organized sports and sporting events. Sports Parks include:

Burgess Park

Healey/Smooth Canyon Parks

Rachel McTeer Park

2.1.2 Family Parks are dedicated primarily to community and family leisure activities, no organized sports allowed. Family Parks include:

Beck's Hill Park

Creekside Park

Legacy Park

Moyle Park

Petersen Park

Silver Leaf Park

2.1.3 Open Space Parks are areas of generally undisturbed land and vegetation allowing for recreational activity in a natural environment. Open Space Parks include:

Dry Creek Corridor

Hog Hollow Trailhead

Lambert Park

PARKS, RECREATION, TRAILS & OPEN SPACE



Rodeo Grounds

Three Falls Open Space

Memo



To: Mayor Stout and City Council
From: Shane L. Sorensen, P.E., City Administrator/Public Works Director
Date: April 5, 2018
Subject: General Plan Update Comments

Much like most of the City Council, I have not been involved with the General Plan Update that was worked on by some of the City Staff and the Planning Commission. I have now reviewed the document and feel that they have done a great job making the plan simple and concise.

Following are my review comments:

- It feels like the plan needs some statement of purpose, executive summary or introduction. It doesn't need to be long, but I think it would help those reading it know what we are trying accomplish with the document.
- Page 6, Goal #2: The two sentences included with this goal seem to conflict. Possibly re-write them for clarification.
- Page 6, Section 2.2 Land Zoned as MU (Mixed Use): As written, the plan seems to infer that we have a Mixed Use zone, but we don't. I don't know of any other place in our ordinances or plans where an MU zone is mentioned. I like the idea, but think it should be written as "Consider creating a MU zone...". If the Council is sure that they want to go this direction, it could read "Create a MU zone".
- Alpine City Land Use Map, Page 11: Reference the map as "Figure 1" or something similar in the Land Use section. The map also should be updated to reflect the current City boundary, including Alpine Cove, Oberee and the Cocolalla areas.
- Alpine City Street Improvement Plan, page 15: Reference this page as Table 1 in the Transportation & Traffic Circulation section. The table should also be update to reflect projects that have been completed or changes that have been made since this document was created. I believe the document came out of the 2005 Transportation Master Plan.
- Alpine City Transportation Master Plan, page 17: Reference this page as Figure 2 in the Transportation & Traffic Circulation section. The figure should also be update to reflect projects that have been completed or changes that have been made since this document was created. I believe the document came out of the 2005 Transportation Master Plan as well.

Alpine City
20 North Main • Alpine, Utah 84004
Phone: (801) 763-6347
E-mail: ssorensen@alpinecity.org

- Moderate Income Housing, Section 1.3, page 19: Accessory Dwelling Units (ADU) have been discussed in the past, but the ordinance has never been changed to allow them. If the Council is committed to allowing them, the way this section is written is fine. If they are something that are just being considered but a decision has not been made, this wording could be changed to reflect this.
- Parks, Recreation, Trails and Open Space, page 21: I would recommend rather than referencing appendages (or appendices) A, B and C, that they be referenced as figures 3, 4 and 5. Appendices are typically at the end of a document. Each of these figures are only one page, so it seems appropriate to include them in this section as figures.
- Parks, Recreation, Trails & Open Space – Lambert Park:
 - Section 1.7: include Lambert ruins.
 - Reference the Lambert Park Master Plan as figure 6.
 - On the Lambert Park Master Plan, show trail connections to Box Elder South. I believe this was the intent.
- General Formatting: make change to minimize blank pages.

These are just suggested changes from my point of view.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Bookmobile Agreement

FOR CONSIDERATION ON: June 12, 2018

PETITIONER: Utah County

ACTION REQUESTED BY PETITIONER: Review and approve the Bookmobile Agreement for 2018-2019.

INFORMATION: The cost for the Bookmobile service is the same as it was for the previous year which is \$13,200.00. The locations for the Bookmobile stops are at the River Meadows Senior Living Center, Creekside Park, and the LDS Chapel on 100 North.

Attached is a copy of the current Bookmobile Agreement for 2017-18, and the proposed Agreement for 2018-19.

RECOMMENDED ACTION: Consider approving the proposed Bookmobile Agreement.

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN UTAH COUNTY, UTAH, AND ALPINE CITY REGARDING LIBRARY SERVICES

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as "COUNTY," and ALPINE CITY, a political subdivision of the State of Utah, with its office located at 20 North Main, Alpine, Utah 84004, hereinafter referred to as "ALPINE."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the parties desire to establish a joint undertaking to provide library and bookmobile services for the residents of ALPINE;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by the executive or executive

body of each of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from *July 1, 2017 until June 30, 2018*. This Interlocal Cooperation Agreement shall take effect upon its review as to proper form and compliance with applicable law by the Utah County Attorney's Office and the attorney for ALPINE. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the keeper of records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records related to this Interlocal Cooperative Agreement in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by COUNTY and ALPINE, at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Interlocal Agreement during this joint undertaking. The parties further agree that they will not acquire, hold, or dispose of any personal property during this joint undertaking.

Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between COUNTY and ALPINE, for the purpose of a joint undertaking to provide library and bookmobile service for the residents of ALPINE through making stops by the COUNTY'S bookmobile at the following locations within ALPINE:

Tuesday, every other week (24 times per year)

- a. River Meadows Senior Living, 10:15-12:00 (1.75 hours) for a total of 42 hours.
- b. Creekside Park, 12:30-2:30 (2 hours) for a total of 48 hours.
- c. 100 North Main, LDS Chapel, 3:00-5:00 p.m. (2 hours) for a total of 48 hours.

Section 4. MANNER OF FINANCING

ALPINE agrees to pay the sum of \$13,200.00 to COUNTY for the bookmobile services enumerated in Section 3 hereof on or before July 1, 2017.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, either party to this Agreement may terminate the Agreement upon providing sixty (60) days written notice of termination to the other party.

Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Utah County Clerk/Auditor and with the official keeper of records of ALPINE, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 8. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties

(c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

Section 9. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Interlocal Cooperation Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 10. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

Section 11. SEVERABILITY

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 12. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, on the dates listed below:

UTAH COUNTY

APPROVED this 1st day of August, 2017.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH



William C. Lee, Chair

ATTEST:
Bryan E. Thompson
Utah County Clerk/Auditor

By:  _____
Deputy

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this 1st day of August, 2017.

By:  _____
David H. Shawcroft, Deputy
Utah County Attorney

ALPINE CITY

APPROVED this 15th day of June, 2017.

By: *Sheldon Steiner*
Mayor

ATTEST: *Cheryl Wood*
City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Alpine City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this 22nd day of June, 2017.

By: *David Hunt*
Legal Counsel for Alpine City

L:\Agreements\COMMISSION\Bookmobile\Alpine Interlocal 2017.wpd



INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN UTAH COUNTY, UTAH, AND ALPINE CITY REGARDING LIBRARY SERVICES

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as "COUNTY," and ALPINE CITY, a political subdivision of the State of Utah, with its office located at 20 North Main, Alpine, Utah 84004, hereinafter referred to as "ALPINE."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the parties desire to establish a joint undertaking to provide library and bookmobile services for the residents of ALPINE;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by the executive or executive

body of each of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from *July 1, 2018 until June 30, 2019*. This Interlocal Cooperation Agreement shall take effect upon its review as to proper form and compliance with applicable law by the Utah County Attorney's Office and the attorney for ALPINE. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the keeper of records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records related to this Interlocal Cooperative Agreement in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by COUNTY and ALPINE, at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Interlocal Agreement during this joint undertaking. The parties further agree that they will not acquire, hold, or dispose of any personal property during this joint undertaking.

Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between COUNTY and ALPINE, for the purpose of a joint undertaking to provide library and bookmobile service for the residents of ALPINE through making stops by the COUNTY'S bookmobile at the following locations within ALPINE:

Tuesday, every other week (24 times per year)

- a. River Meadows Senior Living, 10:15-12:00 (1.75 hours) for a total of 42 hours.
- b. Creekside Park, 12:30-2:30 (2 hours) for a total of 48 hours.
- c. 100 North Main, LDS Chapel, 3:00-5:00 p.m. (2 hours) for a total of 48 hours.

Section 4. MANNER OF FINANCING

ALPINE agrees to pay the sum of \$13,200.00 to COUNTY for the bookmobile services enumerated in Section 3 hereof on or before July 1, 2018.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, either party to this Agreement may terminate the Agreement upon providing sixty (60) days written notice of termination to the other party.

Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Utah County Clerk/Auditor and with the official keeper of records of ALPINE, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 8. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties

(c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

Section 9. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Interlocal Cooperation Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 10. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

Section 11. SEVERABILITY

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 12. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, on the dates listed below:

UTAH COUNTY

APPROVED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Nathan Ivie, Chair

ATTEST:
Bryan E. Thompson
Utah County Clerk/Auditor

By: _____
Deputy

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this ____ day of _____, 2018.

By: _____
David H. Shawcroft, Deputy
Utah County Attorney

ALPINE CITY

APPROVED this _____ day of _____, 2018.

By: _____
Mayor

ATTEST: _____
City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Alpine City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this _____ day of _____, 2018.

By: _____
Legal Counsel for Alpine City

ALPINE CITY COUNCIL AGENDA

SUBJECT: Bertha's Place Subdivision – Final Plat Approval

FOR CONSIDERATION ON: 12 June 2018

PETITIONER: Will Jones

ACTION REQUESTED BY PETITIONER: Approval of final plat.

BACKGROUND INFORMATION:

The petitioner, Will Jones, has submitted the Final Plat for the Bertha's Place Subdivision, located at 723 North Grove Drive. The proposed subdivision includes 4 lots on 1.41 acres, with lot sizes ranging from 0.23 acres to 0.33 acres. The development is in the TR-10,000 zone.

STAFF RECOMMENDATION:

Approve the proposed final plat for Bertha's Place Subdivision.



Date: March 12, 2018

By: Austin Roy
City Planner

**Subject: Planning and Zoning Review
Bertha's Place Subdivision Concept Plan
4 Lots on 1.41 Acres, TR-10,000 Zone**

Background

The proposed Bertha's Place Subdivision consists of 4 lots on 1.41 acres, with lots ranging in size from 0.23 acres to 0.33 acres. The proposed subdivision is located at 723 North Grove Drive, Alpine City, Utah. The development is in the TR-10,000 (1/4 acre) zone.

Lot Area and Width Requirements

The proposed lots for this subdivision meet the lot area requirement. The required lot width of 90 feet (60 feet when on a cul-de-sac) measured at the front setback for each proposed lot is shown to meet the requirements.

Water Source

Water rights shall be conveyed, via trade, to the City in accordance with the provisions of Section 4.7.23 of the Alpine City Development Code as applicable.

RECOMMENDATION

The Planning and Zoning Department recommends approval of the proposed Bertha's Place Subdivision concept plan.



Date: May 30, 2018

By: Jed Muhlestein, P.E.
City Engineer

**Subject: Bertha's Place Plat A – Preliminary/Final Review
4 lots on 1.42 acres**

Background

The proposed Bertha's Place Plat A Subdivision consists of 4 lots on 1.42 acres. The development is located along Grove Drive, just north of Quincy Court. The development is in TR-10,000 zone with lots ranging in size from 10,000 to 13,404 square feet. Concept Approval was granted by the Planning Commission March 20, 2018. The Developer is seeking Preliminary and Final approval concurrently. A map is attached showing the lot layout.

Street System

The street system consists of one small cul-de-sac (Adam's Court) which meets ordinance in both length and turn-a-round radii. The standard street residential cross-section is shown throughout with curb, gutter, and sidewalk. Sidewalk exists along Grove Drive currently, new sidewalk in the proposed cul-de-sac will connect to it. One street light is shown at the intersection of Adam's Court and Grove Drive.

Utilities

A detailed utility plan has been submitted and reviewed. The subdivision has been accounted for within the utility master plans. Horrocks Engineers has modeled each utility system and gave recommendations, that letter is attached.

Sewer System. The sewer system will connect and can be served by an existing 8-inch sewer main in Grove Drive. New 4-inch sewer laterals are shown for each lot. There is an existing home (discussed in General Comments) with an existing sewer lateral. The lateral will be required to be capped ten feet behind the sidewalk. It could be either re-used for lot 4 or left capped.

Culinary Water System. The subdivision is well below the 5350 foot elevation, which is the highest elevation the existing water system can serve and still provide a minimum 40 psi required by ordinance. There is currently a 6-inch main line in Grove Drive which would serve the development. The plans show connection to this line with an 8-inch line extending into the

cul-de-sac. 1-inch water service laterals with ¾-inch meters would be required. New laterals are shown to be constructed for each lot. The existing culinary service for 723 N Grove is shown to be re-used. **The Fire Chief has approved the location of proposed fire hydrants.**

The review of the water model indicated that building this development would initiate the need for a master planned pressure reducing valve (PRV) at the intersection of 770 North and Grove Drive. Per the Horrocks review letter, without this PRV there would be inadequate fire flow protection. Since the letter was written discussions with Horrocks have indicated that rather than installing the PRV, a slight modification to pressure zones would accomplish the same thing, that modification is shown on the construction drawings.

Pressurized Irrigation System. Similar to the culinary, there is currently a 6-inch pressurized irrigation line in Grove Drive which would serve the development. The plans show connection to this line with a 4-inch line extending in the cul-de-sac. 1-inch laterals are shown to be constructed for each new lot. The existing service for 723 N Grove is shown to be re-used for lot 4.

Storm Water Drainage System. The development shows a storm drain system that meets or exceeds City Standards. The storm drain system report is attached for reference. Storm water is collected at the entrance of the subdivision and routed into a retention pond that is sized for the 100-year storm event. There is no storm drain system in Grove Drive to allow drainage in to, the water must be retained onsite as shown.

General Subdivision Remarks

There are existing buildings onsite that would not meet setbacks if the development was recorded. **All buildings either need removed or a bond provided for the removal of said buildings prior to recordation of the plat.** One of the mentioned buildings is the home located at 723 N. Grove Drive. The services for this home are shown to be re-used for Lot 4. If culinary and pressurized irrigation are unable to be re-used, they will be required to be cut and capped at the main lines in Grove Drive. The sewer would be required to be capped 10 feet behind sidewalk.

The water policy will need to be met. A credit for the existing home will be applied to the water policy.

Geotech Report. The property is not situated in any hazardous area as depicted by Alpine City hazard maps. A geotechnical report has been submitted and reviewed and is attached for reference.

ENGINEERING RECOMENDATION

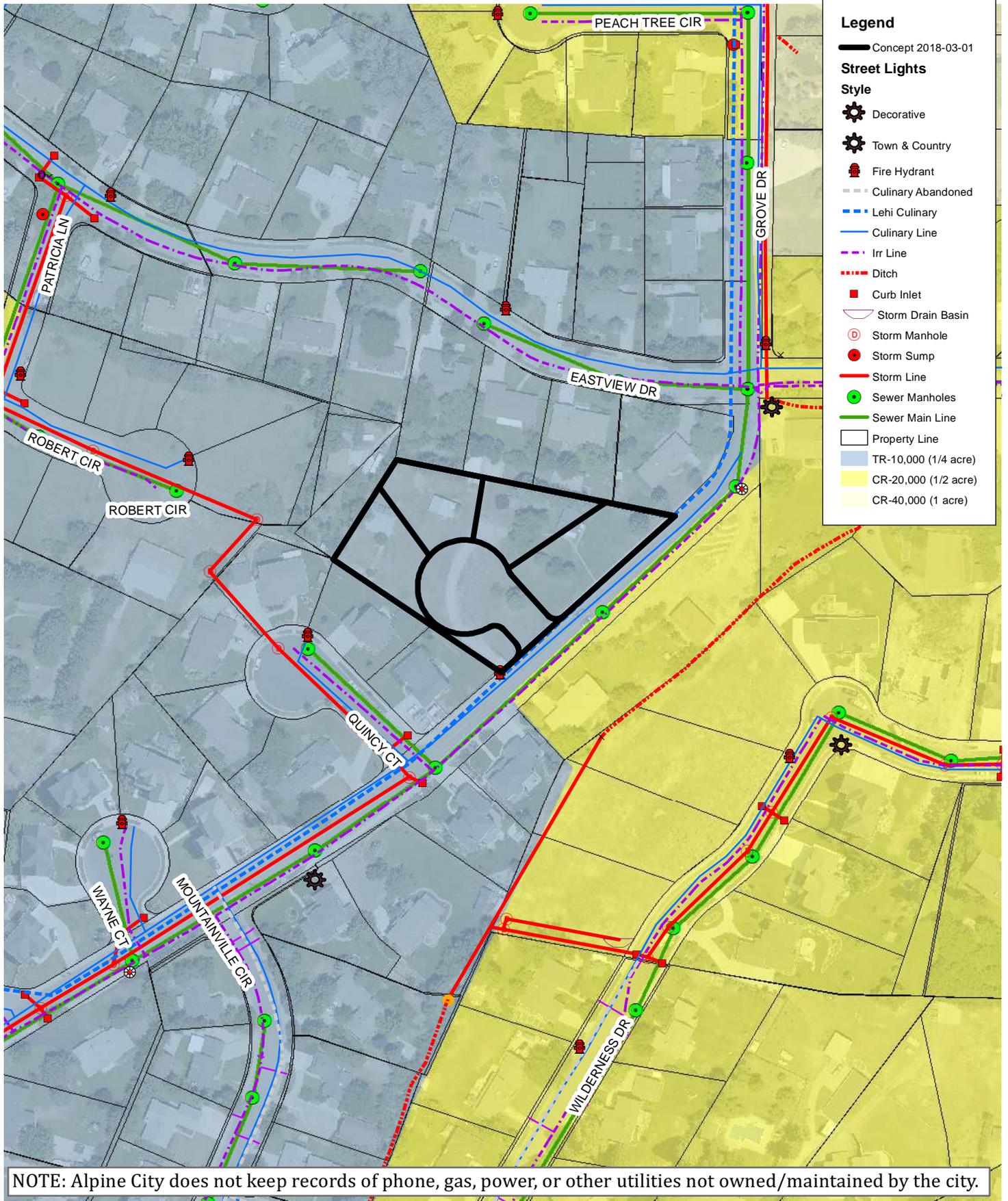
We recommend that Preliminary Approval of the proposed development be APPROVED with the following conditions:

- **The Developer remove all buildings that will conflict with future property lines (or provide a bond to do so) prior to recording the plat**
- **The Developer meet the water policy**

Attached

- Subdivision Map Overlay
- Horrocks Engineer's Review Letter
- Lone Peak Fire Review Letter
- Final Plans & Plat
- Drainage Calculations
- Geotechnical Study

MAP OVERLAY



Property Boundaries and Utilities are shown for reference only. Though shown generally close, a survey and Blue Stake should be done to locate both accurately.

Alpine Utility Map

1 inch = 167 feet



HORROCKS ENGINEERS REVIEW LETTER
LONE PEAK FIRE REVIEW LETTER

To: Jed Muhlestein
Alpine City

From: John E. Schiess, P.E.

Date: May 3, 2018

Memorandum

Subject: Bertha's Place Hydraulic Modeling Results and Recommendations

The proposed Bertha's Place consists of a cul-de-sac development with four lots off of Grove Drive just north of Quincy Ct and south of 770 North (Eastview Drive).

The proposed culinary water improvements have been modeled in both the current and buildout models. The proposed improvements fit well within the City's culinary water master plan and modeling shows them to be adequate if the master planned PRV is constructed connecting Grove Drive to 770 North (Eastview Drive). Without the PRV connection there will not be adequate fire flow protection for the development. The following comments and recommendations are noted for the proposed culinary water system.

The proposed PI improvements have been modeled in both the current and buildout models under both wet and dry year supply conditions. The proposed improvements fit well within the City's PI master plan and modeling shows them to be adequate. The following comments and recommendations are noted for the proposed PI system.

The proposed sanitary sewer improvements have been modeled in both the current and buildout models. The proposed improvements fit well within the City's sanitary sewer master plan and modeling shows them to be adequate.

Recommendations:

1. Install the master planned PRV and connecting pipes in Grove Drive.
2. Install 4 inch pressurized irrigation main in the cul-de-sac.

Comments:

3. Fire flow available in the area surrounding the proposed improvements should be over 2000 gallons per minute at 20 psi for the proposed lines.



LONE PEAK FIRE DISTRICT
5582 PARKWAY WEST DRIVE
HIGHLAND, UTAH 84003
(801) 763-5365
WWW.LONEPEAKFIRE.COM

REED M. THOMPSON, FIRE CHIEF

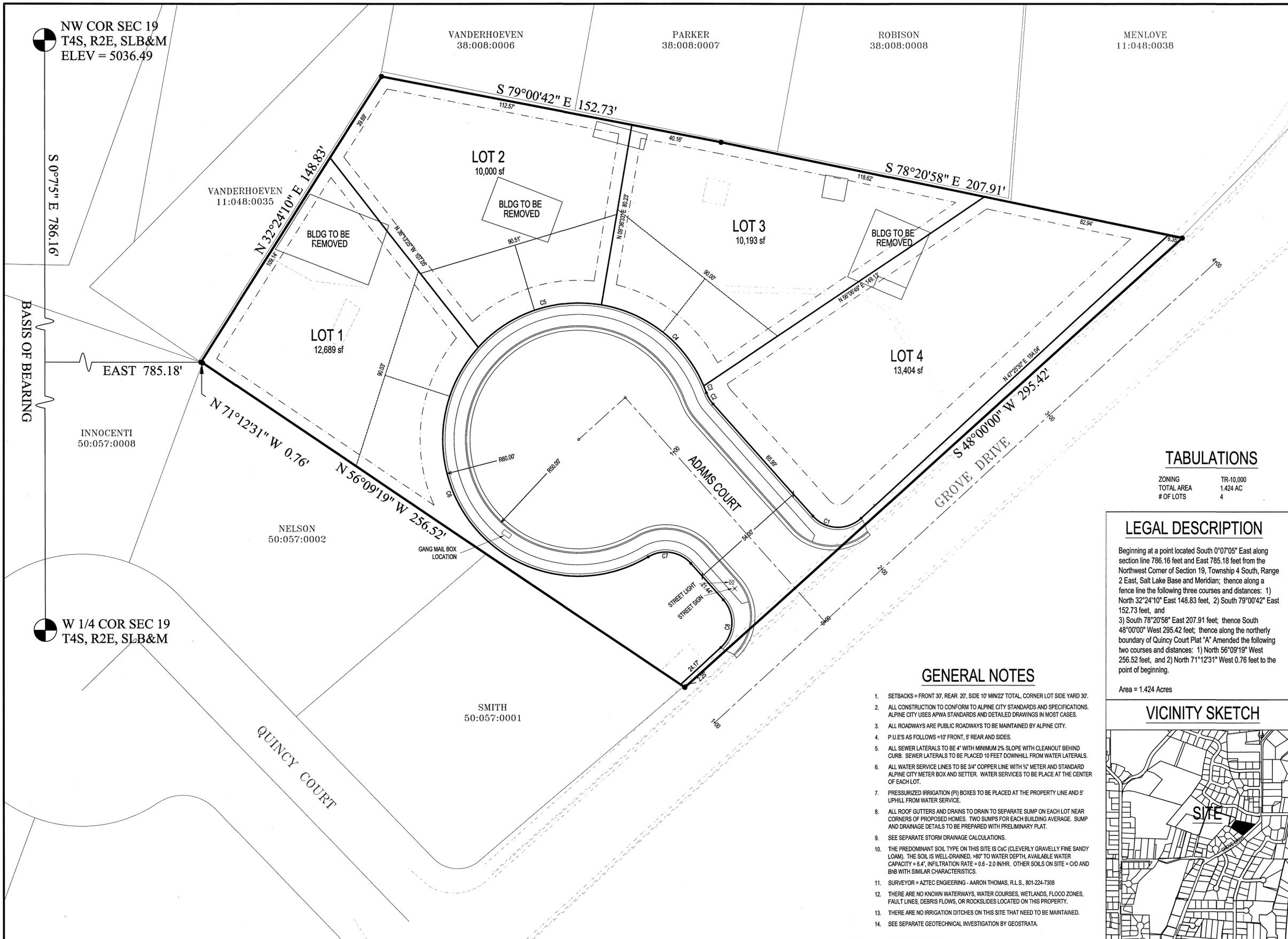
MEMORANDUM

DATE: 29 May 2018

TO: Jed Muhlestein, City Engineer, Alpine City
CC: Austin Roy, City Planner, Alpine City
FROM: Reed M. Thompson, Fire Chief *Reed M. Thompson*
SUBJECT: BERTHA'S PLACE SUBDIVISION

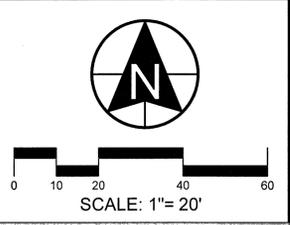
In review of the proposed site development drawings, labeled "Bertha's Place", a four (4) lot project, they meet the intent of the 2015 International Fire Code as drawn, and as such, is approved, providing it meet the associated fire flow requirements with respect to pressure zones established by Alpine City and in accordance with APWA and Utah Division of Drinking Water guidelines.

PRELIMINARY PLANS



DEVELOPMENT
BERTHA'S PLACE PLAT A SUBDIVISION
 ADAMS COURT

DEVELOPER
WILL JONES
 372 South Main, Suite 2
 Alpine, UT 84004
 (801) 756-3581



berg
 CIVIL ENGINEERING
 11038 N Highland Blvd Suite 400
 Highland UT, 84003
 office (801) 492-1277
 cell (801) 616-1877

TABULATIONS

ZONING	TR-10,000
TOTAL AREA	1.424 AC
# OF LOTS	4

LEGAL DESCRIPTION

Beginning at a point located South 0°07'05" East along section line 786.16 feet and East 785.18 feet from the Northwest Corner of Section 19, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence along a fence line the following three courses and distances: 1) North 32°24'10" East 148.83 feet, 2) South 79°00'42" East 152.73 feet, and 3) South 78°20'58" East 207.91 feet; thence South 48°00'00" West 295.42 feet; thence along the northerly boundary of Quincy Court Plat "A" Amended the following two courses and distances: 1) North 56°09'19" West 256.52 feet, and 2) North 71°12'31" West 0.76 feet to the point of beginning.

Area = 1.424 Acres

- GENERAL NOTES**
- SETBACKS = FRONT 30', REAR 20', SIDE 10' MIN/22' TOTAL CORNER LOT SIDE YARD 30'.
 - ALL CONSTRUCTION TO CONFORM TO ALPINE CITY STANDARDS AND SPECIFICATIONS. ALPINE CITY USES APWA STANDARDS AND DETAILED DRAWINGS IN MOST CASES.
 - ALL ROADWAYS ARE PUBLIC ROADWAYS TO BE MAINTAINED BY ALPINE CITY.
 - P.U.E.S AS FOLLOWS = 10' FRONT, 5' REAR AND SIDES.
 - ALL SEWER LATERALS TO BE 4" WITH MINIMUM 2% SLOPE WITH CLEANOUT BEHIND CURB. SEWER LATERALS TO BE PLACED 10 FEET DOWNHILL FROM WATER LATERALS.
 - ALL WATER SERVICE LINES TO BE 3/4" COPPER LINE WITH 3/4" METER AND STANDARD ALPINE CITY METER BOX AND SETTER. WATER SERVICES TO BE PLACED AT THE CENTER OF EACH LOT.
 - PRESSURIZED IRRIGATION (PI) BOXES TO BE PLACED AT THE PROPERTY LINE AND 5' UPHILL FROM WATER SERVICE.
 - ALL ROOF GUTTERS AND DRAINS TO DRAIN TO SEPARATE SUMP ON EACH LOT NEAR CORNERS OF PROPOSED HOMES. TWO SUMPS FOR EACH BUILDING ALLOWED. SUMP AND DRAINAGE DETAILS TO BE PREPARED WITH PRELIMINARY PLAT.
 - SEE SEPARATE STORM DRAINAGE CALCULATIONS.
 - THE PREDOMINANT SOIL TYPE ON THIS SITE IS C8c (CLEVERLY GRAVELLY FINE SANDY LOAM). THE SOIL IS WELL-DRAINED, >80" TO WATER DEPTH, AVAILABLE WATER CAPACITY = 6.4%, INFILTRATION RATE = 0.6 - 2.0 IN/HR. OTHER SOILS ON SITE = C1D AND B1B WITH SIMILAR CHARACTERISTICS.
 - SURVEYOR = AZTEC ENGINEERING - AARON THOMAS, R.L.S., 801-224-7308
 - THERE ARE NO KNOWN WATERWAYS, WATER COURSES, WETLANDS, FLOOD ZONES, FAULT LINES, DEBRIS FLOWS, OR ROCKSLIDES LOCATED ON THIS PROPERTY.
 - THERE ARE NO IRRIGATION DITCHES ON THIS SITE THAT NEED TO BE MAINTAINED.
 - SEE SEPARATE GEOTECHNICAL INVESTIGATION BY GEOSTRATA.



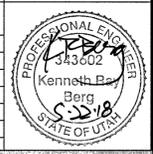
PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

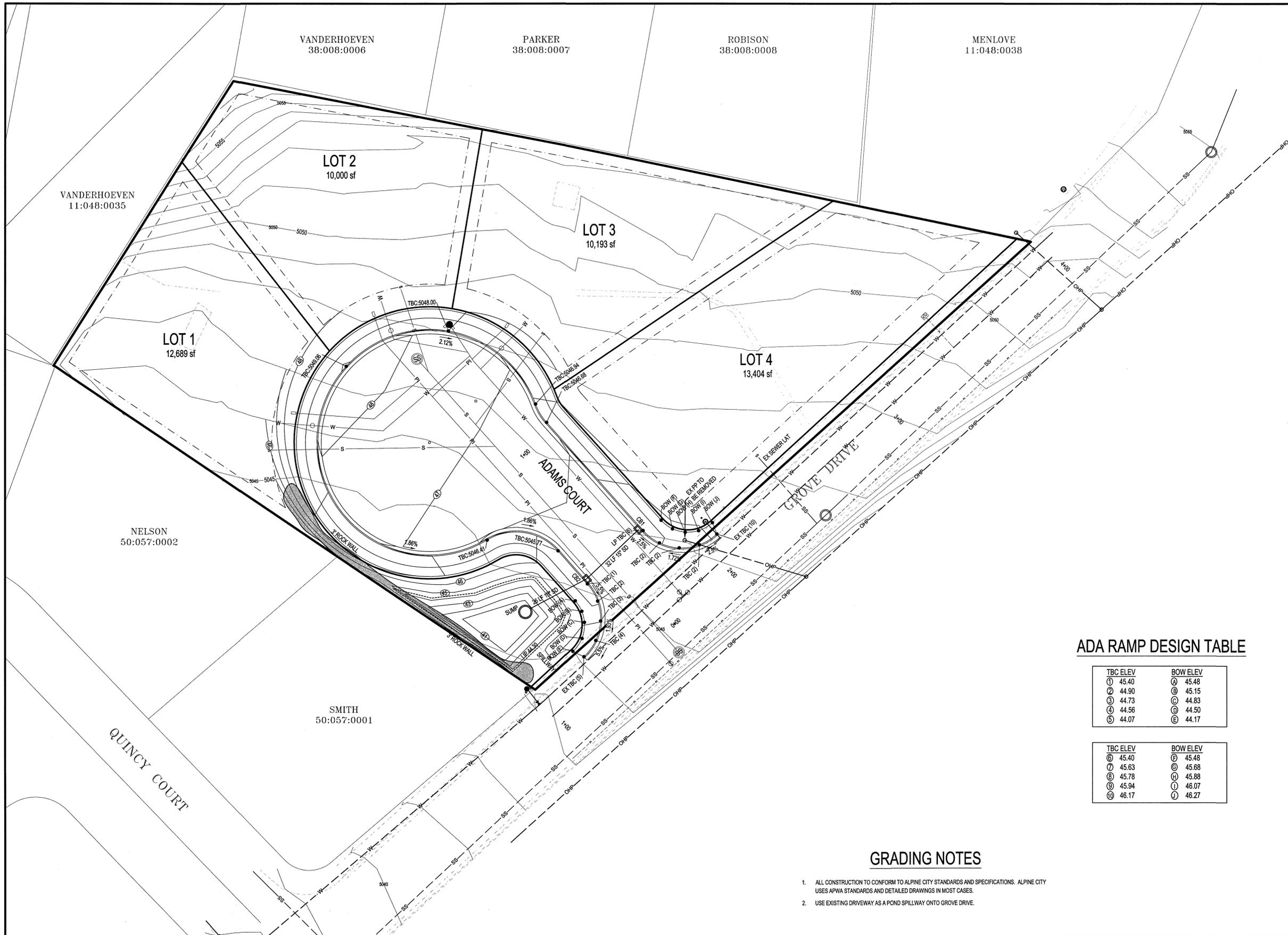
ACTION	DATE
FINAL	04/30/2018

PROJECT
BERTHA'S PLACE PLAT A SUBDIVISION

DESCRIPTION
CONSTRUCTION DRAWINGS

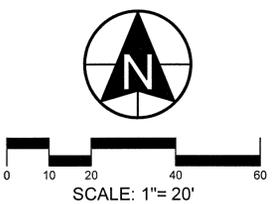
SHEET NAME	SHEET NUMBER
COVER	C1





DEVELOPMENT
BERTHA'S PLACE PLAT A
 SUBDIVISION
 ADAMS COURT

DEVELOPER
WILL JONES
 372 South Main, Suite 2
 Alpine, UT 84004
 (801) 756-3581



berg
 CIVIL ENGINEERING
 11038 N Highland Blvd Suite 400
 Highland Ut, 84003
 office (801) 492-1277
 cell (801) 616-1677

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

ACTION	DATE
FINAL	04/30/2018

PROJECT
BERTHA'S PLACE PLAT A
 SUBDIVISION

DESCRIPTION
CONSTRUCTION DRAWINGS

SHEET NAME	SHEET NUMBER
GRADING & DRAINAGE	C4

ADA RAMP DESIGN TABLE

TBC ELEV	BOW ELEV
① 45.40	Ⓐ 45.48
② 44.90	Ⓑ 45.15
③ 44.73	Ⓒ 44.83
④ 44.56	Ⓓ 44.50
⑤ 44.07	Ⓔ 44.17

TBC ELEV	BOW ELEV
⑥ 45.40	Ⓕ 45.48
⑦ 45.63	Ⓖ 45.68
⑧ 45.78	Ⓗ 45.88
⑨ 45.94	Ⓘ 46.07
⑩ 46.17	⓵ 46.27

GRADING NOTES

- ALL CONSTRUCTION TO CONFORM TO ALPINE CITY STANDARDS AND SPECIFICATIONS. ALPINE CITY USES APIWA STANDARDS AND DETAILED DRAWINGS IN MOST CASES.
- USE EXISTING DRIVEWAY AS A POND SPILLWAY ONTO GROVE DRIVE.

B:\2018\Bertha's Place\Bertha's Place C4_Grading.dwg

DRAINAGE REPORT

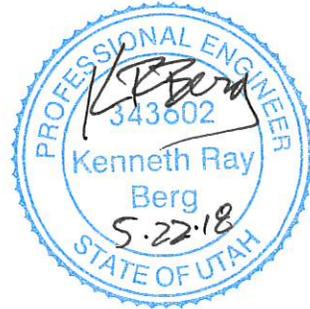
BERTHA'S PLACE

100-year

22-May-18

Storm drain calculations were performed using the rational method.

Hydrologic Calculations			
CA CALCULATION			
	C	Area (ft ²)	C * A
Roadway incl walks & gutters	0.90	0	0
Patios, walks, & driveways	0.90	15810	14229
Landscaping	0.10	46236	4624
Totals		62046	18853
Total Acres:		1.42	
Q _{allow} per acre	0. cfs/acre On-site retention		
Q _{allow}	. cfs		



Detention volume calculations					
Lapsed Time (min.)	Rainfall intensity (in/hr)	Total Rainfall (in)	Rainfall Volume (ft ³)	Release Volume (ft ³)	Required Storage (ft ³)
A	B	C	D	E	F
5	6.72	0.60	950	0	950
10	5.12	0.85	1341	0	1341
15	4.23	1.06	1661	0	1661
30	2.85	1.43	2239	0	2239
60	1.76	1.76	2765	0	2765
120	0.98	1.96	3076	0	3076
180	0.67	2.01	3158	0	3158
360	0.37	2.23	3507	0	3507
1440	0.11	2.74	4298	0	4298

Required Storage = **4298 ft³** or **0.099 acre-ft**

Notes:

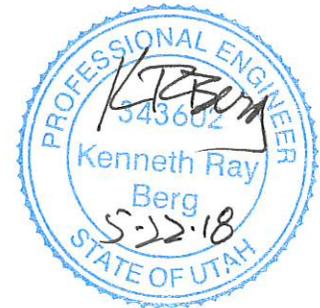
A, B, & C are based upon NOAA Atlas Appendix Intensity-Duration-Frequency Data for Alpine City
 D = C / (12 inches/foot) x total acreage of site x 43,560 sf/acre x run-off coefficient, where Q=CiA and V=CiA
 E = an allowable release rate (0 cfs/acre) x total acreage of site x A x 60 sec.
 F = D - E to determine storage volume

CALCULATION OF MANHOLE SUMP VOLUME AND INFILTRATION CAPACITY

MH inside diameter	5 ft
MH outside diameter	6 ft
Excavation side slope	0.5 :1
Depth of gravel below MH	2 ft
Width at base of excavation	12 ft

	DEPTH INSIDE OF MANHOLE (ft)				
	15	14	13	12	11
Diameter @ top of Excavation	30.36	29.28	28.20	27.12	26.04
Diameter @ bot of Excavation	12.00	12.00	12.00	12.00	12.00
Volume inside MH (cf)	295	275	255	236	216
Volume outside MH (cf)	424	396	368	339	311
Depth of entire cone (ft)	28.11	27.11	26.11	25.11	24.11
Depth to bot of gravel (ft)	17.00	16.00	15.00	14.00	13.00
Volume of entire cone (cf)	6365	5666	5017	4416	3861
Volume of Rock outside MH (cf)	5940	5270	4650	4077	3550
Volume of voids in rock @ 30% (cf)	1782	1581	1395	1223	1065
Volume in MH & voids (cf)	2077	1856	1650	1459	1281
Volume in MH & voids (af)	0.0477	0.0426	0.0379	0.0335	0.0294
Wall area of cone (sf)	1286	1179	1076	978	883
Infiltration area of bottom (sf)	113	113	113	113	113

Design Infiltration rate (in/hr)	MAXIMUM INFILTRATION RATE (cfs) per sump				
5	0.149	0.136	0.125	0.113	0.102
Measured Infiltration rate (in/hr)					



GEOTECHNICAL STUDY



1497 West 40 South
Lindon, Utah - 84042
Phone (801) 225-5711

3662 West 2100 South
Salt Lake City, Utah - 84120
Phone (801) 787-9138

1596 W. 2650 S. #108
Ogden, Utah - 84401
Phone (801) 399-9516

**Geotechnical Study
Jones Grove
723 North Grove Drive
Alpine, Utah**

Project No. 188476

May 21, 2018

Prepared For:

Pine Valley
Attention: Mr. Will Jones
372 South Main Street
Alpine, UT 84004

Prepared By:

EARTHTEC ENGINEERING
Lindon Office



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ATTACHED FIGURES

No. 1	VICINITY MAP
No. 2	AERIAL PHOTOGRAPH SHOWING LOCATION OF TEST PITS
Nos. 3 – 5	TEST PIT LOGS
No. 6	LEGEND
No. 7	CONSOLIDATION-SWELL TEST

APPENDIX A

Timpview Analytical Labs



1.0 EXECUTIVE SUMMARY

This entire report presents the results of Earthtec Engineering's completed geotechnical study for the Jones Grove in Alpine, Utah. This executive summary provides a general synopsis of our recommendations and findings. Details of our findings, conclusions, and recommendations are provided within the body of this report.

- The subject property is approximately 1.4 acres and is proposed to be developed with a new four lot residential subdivision. The proposed residences will consist of conventionally framed and one- to three-story, homes. We anticipate foundation loads for the proposed structures will not exceed 4,000 pounds per linear foot for bearing wall, 30,000 pounds for column loads, and 100 pounds per square foot for floor slabs. (see Section 3)
- Our field exploration included the excavation of three (3) test pits to depth of 9 to 10 feet below the existing ground surface. Groundwater was not encountered within the excavations at the depths explored. (see Section 5)
- The native silt soils have a negligible potential for collapse (settlement) and a moderate potential for compressibility under increased moisture contents and anticipated load conditions. (see Section 6)
- The subsurface soils encountered generally consisted of fill overlying near-surface medium stiff to stiff clay and silt, and medium dense to dense sand. All fill encountered appears to be undocumented. Fill and topsoil should be removed beneath the entire building footprints, exterior flatwork, and pavements prior to construction. (see Section 7)
- Conventional strip and spread footings may be used to support the structures, with foundations placed entirely on firm, undisturbed, uniform soils (i.e. completely on silt soils, or completely on gravel soils, etc.), or entirely on a minimum of 18 inches of properly placed, compacted, and tested structural fill extending to undisturbed native soils. (see Section 10)
- Minimum roadway section consists of 3 inches of asphalt over 6 inches of road-base. Areas that are soft or deflect under construction traffic should be removed and replaced with granular material or structural fill. (see Section 13)

Based on the results of our field exploration, laboratory testing, and engineering analyses, it is our opinion that the subject site may be suitable for the proposed development, provided the recommendations presented in this report are followed and implemented during design and construction.

Failure to consult with Earthtec Engineering (Earthtec) regarding any changes made during design and/or construction of the project from those discussed herein relieves Earthtec from any liability arising from changed conditions at the site. We also strongly recommend that Earthtec observes the building excavations to verify the adequacy of our recommendations presented herein, and that Earthtec performs materials testing and special inspections for this project to



provide continuity during construction.

2.0 INTRODUCTION

The project is located at approximately 723 North Grove Drive in Alpine, Utah. The general location of the site is shown on Figure No. 1, *Vicinity Map* and Figure No. 2, *Aerial Photograph Showing Location of Test Pits*, at the end of this report. The purposes of this study are to:

- Evaluate the subsurface soil conditions at the site,
- Assess the engineering characteristics of the subsurface soils, and
- Provide geotechnical recommendations for general site grading and the design and construction of foundations, concrete floor slabs, miscellaneous concrete flatwork, and asphalt paved residential streets.

The scope of work completed for this study included field reconnaissance, subsurface exploration, field and laboratory soil testing, geotechnical engineering analysis, and the preparation of this report.

3.0 PROPOSED CONSTRUCTION

We understand that the proposed project, as described to us by Mr. Will Jones with Pine Valley, consists of developing the approximately 1.4-acre existing parcel into a four-lot subdivision. The proposed residences will consist of conventionally framed and one- to three-story, homes. We have based our recommendations in this report that anticipated foundation loads for the proposed structures will not exceed 4,000 pounds per linear foot for bearing wall, 30,000 pounds for column loads, and 100 pounds per square foot for floor slabs. If structural loads will be greater Earthtec should be notified so that we may review our recommendations and make modifications, if necessary.

In addition to the construction described above, we anticipate that

- Utilities will be installed to service the proposed buildings,
- Exterior concrete flatwork will be placed in the form of curb, gutter, and sidewalks, and
- Asphalt paved residential streets will be constructed.

4.0 GENERAL SITE DESCRIPTION

4.1 Site Description

At the time of our subsurface exploration the site was a developed lot vegetated with grass. The parcel had an existing residence and three out buildings. The ground surface appears to



be relatively flat, we anticipate less than 3 feet of cut and fill may be required for site grading. The lot was bounded on the north, south, and west by residences, on the east by Grove Street.

4.2 Geologic Setting

The subject property is located in the northeast portion of Utah Valley. Utah Valley is a deep, sediment-filled basin that is part of the Basin and Range Physiographic Province. The valley was formed by extensional tectonic processes during the Tertiary and Quaternary geologic time periods. The valley is bordered by the Wasatch Mountain Range on the east and the Lake Mountains on the west. Much of northwestern Utah, including Utah Valley, was previously covered by the Pleistocene age Lake Bonneville. Utah Lake, which currently covers much of the western portion of the valley, is a remnant of this ancient fresh water lake. The surficial geology of much of the eastern margin of the valley has been mapped by Constenius, 2011¹. The surficial geology at the location of the subject site and adjacent properties is mapped as "Stream-terrace alluvium (Map Unit Qat3) dated to Holocene and upper Pleistocene. These soil or deposits are generally described in the referenced mapping as "Sand, Silt, Clay, and Gravel in terrace above floodplains."

5.0 SUBSURFACE EXPLORATION

5.1 Soil Exploration

Under the direction of a qualified member of our geotechnical staff, subsurface explorations were conducted at the site on May 15, 2018 by the excavation of three (3) test pits to depth of 9 to 10 feet below the existing ground surface using a rubber-tire backhoe. The approximate locations of the test pits are shown on Figure No. 2, *Aerial Photograph Showing Location of Test Pits*. Graphical representations and detailed descriptions of the soils encountered are shown on Figure Nos. 3 through 5, *Test Pit Log* at the end of this report. The stratification lines shown on the logs represent the approximate boundary between soil units; the actual transition may be gradual. Due to potential natural variations inherent in soil deposits, care should be taken in interpolating between and extrapolating beyond exploration points. A key to the symbols and terms on the logs is presented on Figure No. 6, *Legend*.

Disturbed bag samples and relatively undisturbed block samples were collected at various depths in each test pit. The soil samples collected were classified by visual examination in the field following the guidelines of the Unified Soil Classification System (USCS). The samples were transported to our Lindon, Utah laboratory where they will be retained for 30 days following the date of this report and then discarded, unless a written request for additional holding time is received prior to the 30-day limit.

¹ Constenius, K.N., Clark, D.L., King, J.K., Ehler, J.B., 2011, Interim Geologic Map of the Provo Quadrangle, *Utah, Wasatch and Salt Lake Counties, Utah*; U.S. Geological Survey, Open-File 586DM, Scale 1: 62,500.



6.0 LABORATORY TESTING

Representative soil samples collected during our field exploration were tested in the laboratory to assess pertinent engineering properties and to aid in refining field classifications, if needed. Tests performed included natural moisture content, dry density tests, liquid and plastic limits determinations, mechanical (partial) gradation analyses, one-dimensional consolidation tests, and any other tests performed. The table below summarizes the laboratory test results, which are also included on the attached *Test Pit Logs* at the respective sample depths, on Figure No. 7, *Consolidation-Swell Test*.

Table 1: Laboratory Test Results

Test Pit No.	Depth (ft.)	Natural Moisture (%)	Natural Dry Density (pcf)	Atterberg Limits		Grain Size Distribution (%)			Soil Type
				Liquid Limit	Plasticity Index	Gravel (+ #4)	Sand	Silt/Clay (- #200)	
TP-1	5½	2	-	-	-	49	40	11	GP-GM
TP-2	4	2	96	22	NP*	1	40	59	ML
TP-3	6	7	-	-	-	57	39	4	GP

NP* = Non-Plastic

As part of the consolidation test procedure, water was added to a sample to assess moisture sensitivity when the sample was loaded to an equivalent pressure of approximately 1,000 psf. The native silt soils have a negligible potential for collapse (settlement) and a moderate potential for compressibility under increased moisture contents and anticipated load conditions.

Water soluble sulfate testing indicated a value of less than 11 parts per million. Based on this result, the risk of sulfate attack to concrete appears to be "negligible" according to American Concrete Institute standards. Therefore, there are no recommendations to type of Portland cement be used for concrete in contact with on-site soils. The results can be found in Appendix A.

7.0 SUBSURFACE CONDITIONS

7.1 Soil Types

On the surface of the site, we encountered fill and topsoil which is estimated to extend about ½ and 2 feet in depth at the test pit locations. Below the fill and topsoil we encountered layers of silt and gravel extending to depth of 9 to 10 feet below the existing ground surface. Graphical representations and detailed descriptions of the soils encountered are shown on Figure Nos. 3 through 5, *Test Pit Log* at the end of this report. Based on our experience and observations during field exploration, the silt soils visually ranged from stiff in consistency and the gravel soils visually had a relative density varying from medium dense to very dense. Variation in fill and topsoil depths may occur at the site.



7.2 Groundwater Conditions

Groundwater was not encountered within the excavations at the depths explored. Note that groundwater levels will fluctuate in response to the season, precipitation, snow melt, irrigation, and other on and off-site influences. Quantifying these fluctuations would require long term monitoring, which is beyond the scope of this study. The contractor should be prepared to dewater excavations as needed.

8.0 SITE GRADING

8.1 General Site Grading

All surface vegetation and unsuitable soils (such as topsoil, organic soils, undocumented fill, soft, loose, or disturbed native soils, and any other inapt materials) should be removed from below foundations, floor slab, and exterior concrete flatwork. We encountered fill and topsoil on the surface of the site. The fill encountered on the site is considered undocumented (untested). The fill and topsoil (including soil with roots larger than about ¼ inch in diameter) should be completely removed, even if found to extend deeper, along with any other unsuitable soils that may be encountered. Over-excavations below footings and slabs also may be needed, as discussed in Section 10.0.

Fill placed over large areas, even if only a few feet in depth, can cause consolidation in the underlying native soils resulting in settlement of the fill. Because the site is relatively flat, we anticipate that less than 3 feet of grading fill will be placed. If more than 3 feet of grading fill will be placed above the existing surface (to raise site grades), Earthtec should be notified so that we may provide additional recommendations, if required. Such recommendations will likely include placing the fill several weeks (or possibly more) prior to construction to allow settlement to occur.

8.2 Temporary Excavations

Temporary excavations that are less than 4 feet in depth and above groundwater should have side slopes no steeper than ½H:1V (Horizontal:Vertical). Temporary excavations where water is encountered in the upper 4 feet or that extend deeper than 4 feet below site grades should be sloped or braced in accordance with OSHA² requirements for Type C soils. ...

8.3 Fill Material Composition

The native gravel soils appear to be suitable for use as placed and compacted structural fill provided any existing debris and particles larger than 6 inches in diameter are removed prior to use. Excavated soils, including silt, may be stockpiled for use as fill in landscape areas.

Structural fill is defined as fill material that will ultimately be subjected to any kind of structural

² OSHA Health And Safety Standards, Final Rule, CFR 29, part 1926.



loading, such as those imposed by footings, floor slabs, pavements, etc. We recommend that a professional engineer or geologist verify that the structural fill to be used on this project meets the requirements, stated below. We recommend that structural fill consist of imported sandy/gravelly soils meeting the following requirements in the table below:

Table 2: Structural Fill Recommendations

Sieve Size/Other	Percent Passing (by weight)
4 inches	100
3/4 inches	70 – 100
No. 4	40 – 80
No. 40	15 – 50
No. 200	0 – 20
Liquid Limit	35 maximum
Plasticity Index	15 maximum

In some situations, particles larger than 4 inches and/or more than 30 percent coarse gravel may be acceptable but would likely make compaction more difficult and/or significantly reduce the possibility of successful compaction testing. Consequently, stricter quality control measures than normally used may be required, such as using thinner lifts and increased or full-time observation of fill placement.

We recommend that utility trenches below any structural load be backfilled using structural fill. Note that most local governments and utility companies require Type A-1-a or A-1-b (AASHTO classification) soils (which overall is stricter than our recommendations for structural fill) be used as backfill above utilities in certain areas. In other areas or situations, utility trenches may be backfilled with the native soil, but the contractor should be aware that native silt soils (as observed in the explorations) may be time consuming to compact due to potential difficulties in controlling the moisture content needed to obtain optimum compaction. All backfill soil should have a maximum particle size of 4 inches, a maximum Liquid Limit of 35 and a maximum Plasticity Index of 15.

If required (i.e. fill in submerged areas), we recommend that free draining granular material (clean sand and/or gravel) meet the following requirements in the table below:

Table 3: Free-Draining Fill Recommendations

Sieve Size/Other	Percent Passing (by weight)
3 inches	100
No. 10	0 – 25
No. 40	0 – 15
No. 200	0 – 5
Plasticity Index	Non-plastic

Three-inch minus washed rock (sometimes called river rock or drain rock) and pea gravel materials usually meet these requirements and may be used as free draining fill. If free draining



fill will be placed adjacent to soil containing a significant amount of sand or silt/clay, precautions should be taken to prevent the migration of fine soil into the free draining fill. Such precautions should include either placing a filter fabric between the free draining fill and the adjacent soil material, or using a well-graded, clean filtering material approved by the geotechnical engineer.

8.4 Fill Placement and Compaction

The thickness of each lift should be appropriate for the compaction equipment that is used. We recommend a maximum lift thickness prior to compaction of 4 inches for hand operated equipment, 6 inches for most "trench compactors" and 8 inches for larger rollers, unless it can be demonstrated by in-place density tests that the required compaction can be obtained throughout a thicker lift. The full thickness of each lift of structural fill placed should be compacted to at least the following percentages of the maximum dry density, as determined by ASTM D-1557:

- In landscape and other areas not below structurally loaded areas: 90%
- Less than 5 feet of fill below structurally loaded areas: 95%
- Greater than 5 feet of fill below structurally loaded areas: 98%

Generally, placing and compacting fill at moisture contents within ± 2 percent of the optimum moisture content, as determined by ASTM D-1557, will facilitate compaction. Typically, the further the moisture content deviates from optimum the more difficult it will be to achieve the required compaction.

Fill should be tested frequently during placement and we recommend early testing to demonstrate that placement and compaction methods are achieving the required compaction. The contractor is responsible to ensure that fill materials and compaction efforts are consistent so that tested areas are representative of the entire fill.

8.5 Stabilization Recommendations

Near surface soils may rut and pump during grading and construction. The likelihood of rutting and/or pumping, and the depth of disturbance, is proportional to the moisture content in the soil, the load applied to the ground surface, and the frequency of the load. Consequently, rutting and pumping can be minimized by avoiding concentrated traffic, minimizing the load applied to the ground surface by using lighter equipment, partially loaded equipment, tracked equipment, by working in dry times of the year, and/or by providing a working surface for equipment.

During grading the soil in any obvious soft spots should be removed and replaced with granular material. If rutting or pumping occurs traffic should be stopped in the area of concern. The soil in rutted areas should be removed and replaced with granular material. In areas where pumping occurs the soil should either be allowed to sit until pore pressures dissipate (several hours to several days) and the soil firms up or be removed and replaced with granular material. Typically, we recommend removal to a minimum depth of 24 inches.

For granular material, we recommend using angular well-graded gravel, such as pit run, or



crushed rock with a maximum particle size of four inches. We suggest that the initial lift be approximately 12 inches thick and be compacted with a static roller-type compactor. A finer granular material such as sand, gravelly sand, sandy gravel or road base may also be used. Materials which are more angular and coarse may require thinner lifts in order to achieve compaction. We recommend that the fines content (percent passing the No. 200 sieve) be less than 15%, the liquid limit be less than 35, and the plasticity index be less than 15.

Using a geosynthetic fabric, such as Mirafi 600X or equivalent, may also reduce the amount of material required and avoid mixing of the granular material and the subgrade. If a fabric is used, following removal of disturbed soils and water, the fabric should be placed over the bottom and up the sides of the excavation a minimum of 24 inches. The fabric should be placed in accordance with the manufacturer's recommendations, including proper overlaps. The granular material should then be placed over the fabric in compacted lifts. Again, we suggest that the initial lift be approximately 12 inches thick and be compacted with a static roller-type compactor.

9.0 SEISMIC AND GEOLOGIC CONSIDERATIONS

9.1 Seismic Design

The residential structures should be designed in accordance with the 2015 International Residential Code (IRC). The IRC designates this area as a seismic design class D₁.

The site is located at approximately 40.463 degrees latitude and -111.770 degrees longitude from the approximate center of the site. The IRC site value for this property is 0.819g. The design spectral response acceleration parameters are given below.

Table 4: Design Acceleration for Short Period

S _s	F _a	Site Value (S _{DS})
		2/3 S _s *F _a
1.209g	1.016	0.819g

S_s = Mapped spectral acceleration for short periods

F_a = Site coefficient from Table 1613.3.3(1)

S_{DS} = 2/3 S_{MS} = 2/3 (F_a · S_s) = 5% damped design spectral response acceleration for short periods

9.2 Faulting

The subject property is located within the Intermountain Seismic Belt where the potential for active faulting and related earthquakes is present. Based upon published geologic maps³, no active faults traverse through or immediately adjacent to the site and the site is not located within local fault study zones. The nearest mapped fault trace is the Wasatch Fault located about one mile east of the site.

³ U.S. Geological Survey, Quaternary Fault and Fold Database of the United States, November 3, 2010



9.3 Liquefaction Potential

According to current liquefaction maps⁴ for Utah County, the site is located within an area designated as "Very Low" in liquefaction potential. Liquefaction can occur when saturated subsurface soils below groundwater lose their inter-granular strength due to an increase in soil pore water pressures during a dynamic event such as an earthquake. Loose, saturated sands are most susceptible to liquefaction, but some loose, saturated gravels and relatively sensitive silt to low-plasticity silty clay soils can also liquefy during a seismic event. Subsurface soils were composed of unsaturated silt and gravel soils. The soils encountered at this project do not appear liquefiable, but the liquefaction susceptibility of underlying soils (deeper than our explorations) is not known and would require deeper explorations to quantify.

10.0 FOUNDATIONS

10.1 General

The foundation recommendations presented in this report are based on the soil conditions encountered during our field exploration, the results of laboratory testing of samples of the native soils, the site grading recommendations presented in this report, and the foundation loading conditions presented in Section 3.0, *Proposed Construction*, of this report. If loading conditions and assumptions related to foundations are significantly different, Earthtec should be notified so that we can re-evaluate our design parameters and estimates (higher loads may cause more settlement), and to provide additional recommendations if necessary.

Conventional strip and spread footings may be used to support the proposed structures after appropriate removals as outlined in Section 8.1. Foundations should not be installed on topsoil, undocumented fill, debris, combination soils, organic soils, frozen soil, or in ponded water. If foundation soils become disturbed during construction, they should be removed or compacted.

10.2 Strip/Spread Footings

We recommend that conventional strip and spread foundations be constructed entirely on firm, undisturbed, uniform soils (i.e. completely on silt soils, or completely on gravel soils, etc.), or entirely on a minimum of 18 inches of properly placed, compacted, and tested structural fill extending to undisturbed native soils. For foundation design we recommend the following:

- Footings founded on native soils or on a minimum of 18 inches of structural fill may be designed using a maximum allowable bearing capacity of 2,000 pounds per square foot. The values for vertical foundation pressure can be increased by one-third for wind and seismic conditions per Section 1806.1 when used with the Alternative Basic Load Combinations found in Section 1605.3.2 of the 2015 International Building Code.

⁴ Utah Geological Survey, Liquefaction-Potential Map for a Part of Utah County, Utah, Public Information Series 28, August 1994.



- Continuous and spot footings should be uniformly loaded and should have a minimum width of 20 and 30 inches, respectively.
- Exterior footings should be placed below frost depth which is determined by local building codes. In general, 30 inches of cover is adequate for most sites; however local code should be verified by the end design professional. Interior footings, not subject to frost (heated structures), should extend at least 18 inches below the lowest adjacent grade.
- Foundation walls and footings should be properly reinforced to resist all vertical and lateral loads and differential settlement.
- The bottom of footing excavations should be compacted with at least 4 passes of an approved non-vibratory roller prior to erection of forms or placement of structural fill to densify soils that may have been loosened during excavation and to identify soft spots. If soft areas are encountered, they should be stabilized as recommended in Section 8.5.
- Footing excavations should be observed by the geotechnical engineer prior to beginning footing construction to evaluate whether suitable bearing soils have been exposed and whether excavation bottoms are free of loose or disturbed soils.
- Structural fill used below foundations should extend laterally a minimum of 6 inches for every 12 vertical inches of structural fill placed. For example, if 18 inches of structural fill is required to bring the excavation to footing grade, the structural fill should extend laterally a minimum of 9 inches beyond the edge of the footings on both sides.

10.3 Estimated Settlements

If the proposed foundations are properly designed and constructed using the parameters provided above, we estimate that total settlements should not exceed one inch and differential settlements should be one-half of the total settlement over a 25-foot length of continuous foundation, for non-earthquake conditions. Additional settlement could occur during a seismic event due to ground shaking, if more than 3 feet of grading fill is placed above the existing ground surface, if loading conditions are greater than anticipated in Section 3, and/or if foundation soils are allowed to become wetted.

10.4 Lateral Earth Pressures

Below grade walls act as soil retaining structures and should be designed to resist pressures induced by the backfill soils. The lateral pressures imposed on a retaining structure are dependent on the rigidity of the structure and its ability to resist rotation. Most retaining walls that can rotate or move slightly will develop an active lateral earth pressure condition. Structures that are not allowed to rotate or move laterally, such as subgrade basement walls, will develop an at-rest lateral earth pressure condition. Lateral pressures applied to structures may be computed by multiplying the vertical depth of backfill material by the appropriate equivalent fluid density. Any surcharge loads in excess of the soil weight applied to the backfill should be multiplied by the appropriate lateral pressure coefficient and added to the soil



pressure. For static conditions the resultant forces are applied at about one-third the wall height (measured from bottom of wall). For seismic conditions, the resultant forces are applied at about two-third times the height of the wall both measured from the bottom of the wall. The lateral pressures presented in the table below are based on drained, horizontally placed structural fill (as outlined in this report) native soils as backfill material using a 34° friction angle and a dry unit weight of 120 pcf.

Table 5: Lateral Earth Pressures (Static and Dynamic)

Condition	Case	Lateral Pressure Coefficient	Equivalent Fluid Pressure (pcf)
Active	Static	0.28	34
	Seismic	0.45	54
At-Rest	Static	0.44	53
	Seismic	0.69	82
Passive	Static	3.54	424
	Seismic	5.35	642

*Seismic values combine the static and dynamic values

These pressure values do not include any surcharge and are based on a relatively level ground surface at the top of the wall and drained conditions behind the wall. It is important that water is not allowed to build up (hydrostatic pressures) behind retaining structures. Retaining walls should incorporate drainage behind the walls as appropriate, and surface water should be directed away from the top and bottom of the walls.

Lateral loads are typically resisted by friction between the underlying soil and footing bottoms. Resistance to sliding may incorporate the friction acting along the base of foundations, which may be computed using a coefficient of friction of soils against concrete of 0.30 for native silts and 0.55 for native gravels or structural fill meeting the recommendations presented herein. Concrete or masonry walls shall be selected and constructed in accordance to the provision of Section R404 of the 2015 International Residential Code or sections referenced therein. Retaining wall lateral resistance design should further reference Section R404.4 for reference of Safety Factors.

The pressure and coefficient values presented above are ultimate; therefore, an appropriate factor of safety may need to be applied to these values for design purposes. The appropriate factor of safety will depend on the design condition and should be determined by the project structural engineer.

11.0 FLOOR SLABS AND FLATWORK

Concrete floor slabs and exterior flatwork may be supported on undisturbed native soils or structural fill extending to undisturbed native soils after appropriate removals and grading as outlined in Section 8.1 are completed. We recommend placing a minimum 4 inches of free-draining fill material (see Section 8.3) beneath floor slabs to facilitate construction, act as a



capillary break, and aid in distributing floor loads. For exterior flatwork, we recommend placing a minimum 4 inches of road-base material. Prior to placing the free-draining fill or road-base materials, the native sub-grade should be proof-rolled to identify soft spots, which should be stabilized as discussed above in Section 8.5.

For slab design, we recommend using a modulus of sub-grade reaction of 120 pounds per cubic inch. The thickness of slabs supported directly on the ground shall not be less than 3½ inches. A 6-mil polyethylene vapor retarder with joints lapped not less than 6 inches shall be placed between the ground surface and the concrete, as per Section R506 of the 2015 International Residential Code.

To help control normal shrinkage and stress cracking, we recommend that floor slabs have adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints, frequent crack control joints, and non-rigid attachment of the slabs to foundation and bearing walls. Special precautions should be taken during placement and curing of all concrete slabs and flatwork. Excessive slump (high water-cement ratios) of the concrete and/or improper finishing and curing procedures used during hot or cold weather conditions may lead to excessive shrinkage, cracking, spalling, or curling of slabs. We recommend all concrete placement and curing operations be performed in accordance with American Concrete Institute (ACI) codes and practices.

12.0 DRAINAGE

12.1 Surface Drainage

As part of good construction practice, precautions should be taken during and after construction to reduce the potential for water to collect near foundation walls. Accordingly, we recommend the following:

- The contractor should take precautions to prevent significant wetting of the soil at the base of the excavation. Such precautions may include: grading to prevent runoff from entering the excavation, excavating during normally dry times of the year, covering the base of the excavation if significant rain or snow is forecast, backfill at the earliest possible date, frame floors and/or the roof at the earliest possible date, other precautions that might become evident during construction.
- Adequate compaction of foundation wall backfill should be provided i.e. a minimum of 90% of ASTM D-1557. Water consolidation methods should not be used.
- The ground surface should be graded to drain away from the building in all directions. We recommend a minimum fall of 8 inches in the first 10 feet.
- Roof runoff should be collected in rain gutters with down spouts designed to discharge well outside of the backfill limits, or at least 10 feet from foundations, whichever is greater.



- Sprinkler nozzles should be aimed away, and all sprinkler components kept at least 10 feet, from foundation walls. A drip irrigation system may be utilized in landscaping areas within 10 feet of foundation walls to minimize water intrusion at foundation backfill. Also, sprinklers should not be placed at the top or on the face of slopes. Sprinkler systems should be designed with proper drainage and well maintained. Over-watering should be avoided.
- Any additional precautions which may become evident during construction.

12.2 Subsurface Drainage

Section R405.1 of the 2015 International Residential Code states, "Drains shall be provided around all concrete and masonry foundations that retain earth and enclose habitable or usable spaces located below grade." Section R310.2.3.2 of the 2015 International Residential Code states, "Window wells shall be designed for proper drainage by connecting to the building's foundation drainage system." An exception is allowed when the foundation is installed on well drained ground consisting of Group 1 soils, which include those defined by the Unified Soil Classification System as GW, GP, SW, SP, GM, and SM. The soils observed in the explorations at the depth of foundation consisted primarily of gravel (GP-GM, GP) which is a Group 1 soil. The recommendations presented below should be followed during design and construction of the foundation drains if the foundation is placed on non-Group 1 soils:

- A perforated 4-inch minimum diameter pipe should be enveloped in at least 12 inches of free-draining gravel and placed adjacent to the perimeter footings. The perforations should be oriented such that they are not located on the bottom side of the pipe, as much as possible. The free-draining gravel should consist of primarily ¾- to 2-inch size gravel having less than 5 percent passing the No. 4 sieve and should be wrapped with a separation fabric such as Mirafi 140N or equivalent.
- The highest point of the perforated pipe bottom should be equal to the bottom elevation of the footings. The pipe should be uniformly graded to drain to an appropriate outlet (storm drain, land drain, other gravity outlet, etc.) or to one or more sumps where water can be removed by pumping.
- A perforated 4-inch minimum diameter pipe should be installed in all window wells and connected to the foundation drain.
- To facilitate drainage beneath basement floor slabs we recommend that the minimum thickness of free-draining fill beneath the slabs be increased to at least 10 inches (approximately equal to the bottom of footing elevations). A separation fabric such as Mirafi 140N or equivalent should be placed beneath the free-draining gravel. Connections should be made to allow any water beneath the slabs to reach the perimeter foundation drain.
- The drain system should be periodically inspected and clean-outs should be installed for the foundation drain to allow occasional cleaning/purging, as needed. Proper drain operation depends on proper construction and maintenance.



13.0 PAVEMENT RECOMMENDATIONS

We understand that asphalt paved residential streets will be constructed as part of the project. The native soils encountered beneath the fill and topsoil during our field exploration were predominantly composed of gravel. We estimate that a California Bearing Ratio (CBR) value of 8 is appropriate for these soils. If the fill material and topsoil is left beneath concrete flatwork and pavement areas, increased maintenance costs over time should be anticipated.

We anticipate that the traffic volume will be about 50 vehicles a day or less for the residential streets, consisting of mostly cars and pickup trucks, with a daily delivery truck and a weekly garbage truck. Based on these traffic parameters, the estimated CBR given above, and the procedures and typical design inputs outlined in the UDOT Pavement Design Manual (2008), we recommend the minimum asphalt pavement section presented below.

Table 6: Pavement Section Recommendations

Asphalt Thickness (in)	Compacted Roadbase Thickness (in)	Compacted Subbase Thickness (in)
3	6*	0

* Stabilization may be required

If the pavement will be required to support construction traffic, more than an occasional semi-tractor or fire truck, or more traffic than listed above, our office should be notified so that we can re-evaluate the pavement section recommendations. The following also apply:

- The subgrade should be prepared by proof rolling to a firm, non-yielding surface, with any identified soft areas stabilized as discussed above in Section 8.5.
- Site grading fills below the pavements should meet structural fill composition and placement recommendations per Sections 8.3 and 8.4 herein.
- Asphaltic concrete, aggregate base and sub-base material composition should meet local, APWA or UDOT requirements.
- Aggregate base and sub-base is compacted to local, APWA, or UDOT requirements, or to at least 95 percent of maximum dry density (ASTM D 1557).
- Asphaltic concrete is compacted to local or UDOT requirements, or to at least 96 percent of the laboratory Marshall density (ASTM D 6927).

14.0 GENERAL CONDITIONS

The exploratory data presented in this report was collected to provide geotechnical design recommendations for this project. The explorations may not be indicative of subsurface conditions outside the study area or between points explored and thus have a limited value in depicting subsurface conditions for contractor bidding. Variations from the conditions portrayed in the explorations may occur and which may be sufficient to require modifications in the design. If during construction, conditions are different than presented in this report, Earthtec should be



advised immediately so that the appropriate modifications can be made.

The findings and recommendations presented in this geotechnical report were prepared in accordance with generally accepted geotechnical engineering principles and practice in this area of Utah at this time. No warranty or representation is intended in our proposals, contracts, letters, or reports.

This geotechnical report is based on relatively limited subsurface explorations and laboratory testing. Subsurface conditions may differ in some locations of the site from those described herein, which may require additional analyses and possibly modified recommendations. Thus, we strongly recommend consulting with Earthtec regarding any changes made during design and construction of the project from those discussed herein. Failure to consult with Earthtec regarding any such changes relieves Earthtec from any liability arising from changed conditions at the site.

To maintain continuity, Earthtec should also perform materials testing and special inspections for this project. The recommendations presented herein are based on the assumption that an adequate program of tests and observations will be followed during construction to verify compliance with our recommendations. We also assume that we will review the project plans and specifications to verify that our conclusions and recommendations are incorporated and remain appropriate (based on the actual design). Earthtec should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Earthtec also should be retained to provide observation and testing services during grading, excavation, foundation construction, and other earth-related construction phases of the project.

We appreciate the opportunity of providing our services on this project. If we can answer questions or be of further service, please contact Earthtec at your convenience.

Respectfully;

EARTHTEC ENGINEERING

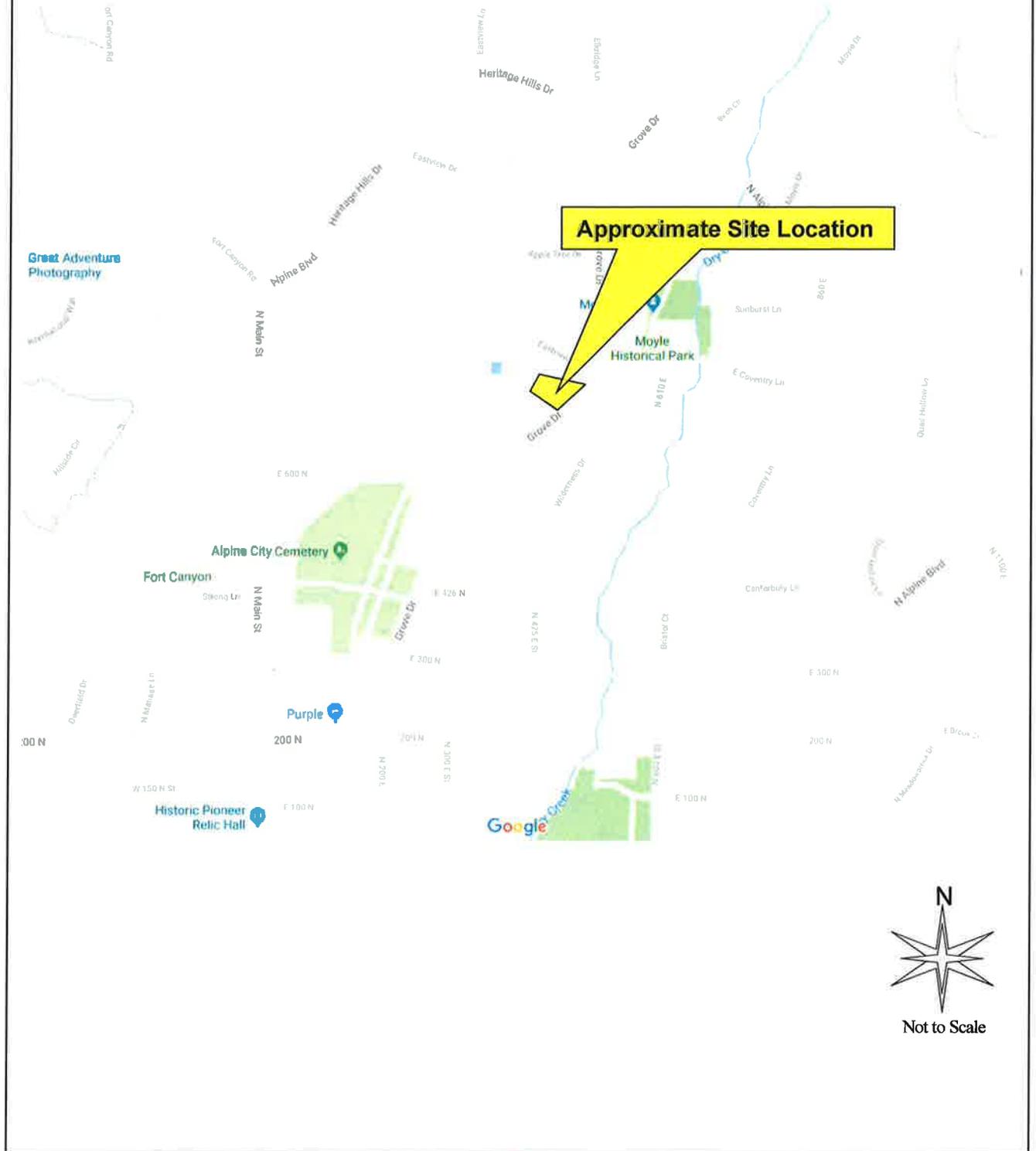

Caleb R. Allred, P.E.
Project Engineer


Timothy A. Mitchell, P.E.
Geotechnical Engineer



VICINITY MAP

Jones Grove
723 North Grove Drive
Alpine, Utah



PROJECT NO.: 188476



FIGURE NO.: 1

AERIAL PHOTOGRAPH SHOWING LOCATION OF TEST PITS

Jones Grove
723 North Grove Drive
Alpine, Utah



 Approximate Test Pit Location



Not to Scale

PROJECT NO.: 188476



FIGURE NO.: 2

TEST PIT LOG

NO.: TP-1

PROJECT: Jones Grove
CLIENT: Pine Valley
LOCATION: See Figure No. 2
OPERATOR: Client Provided
EQUIPMENT: Backhoe Excavator
DEPTH TO WATER; INITIAL ∇ :

PROJECT NO.: 188476
DATE: 05/05/18
ELEVATION: Not Measured
LOGGED BY: C. Allred
AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS								
					Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests	
0			FILL, silty sand, dark brown, moist										
1													
2			Poorly Graded GRAVEL with silt and sand, medium dense to very dense (estimated), moist, light brown										
3				X									
4													
5													
6		GP-GM		X	2				49	40	11		
7													
8				X									
9													
10													
11			Maximum depth explored approximately 10 feet.										
12													

Notes: No groundwater encountered.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- B = Burnoff

PROJECT NO.: 188476



FIGURE NO.: 3

LOG OF TESTPIT 188476 LOGS.GPJ EARTHTEC.GDT 5/21/18

TEST PIT LOG

NO.: TP-2

PROJECT: Jones Grove
CLIENT: Pine Valley
LOCATION: See Figure No. 2
OPERATOR: Client Provided
EQUIPMENT: Backhoe Excavator
DEPTH TO WATER; INITIAL ∇ :

PROJECT NO.: 188476
DATE: 05/05/18
ELEVATION: Not Measured
LOGGED BY: C. Allred

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS									
					Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests		
0			TOPSOIL, silty sand, moist, dark brown											
1		ML	Sandy SILT, medium dense (estimated), moist, light brown											
2														
3														
4														
5		GP	Poorly Graded GRAVEL with sand, medium dense to very dense (estimated), moist, light brown.											
6														
7														
8														
9														
10			Maximum depth explored approximately 9 feet.											
11														
12														

Notes: No groundwater encountered.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- B = Burnoff

PROJECT NO.: 188476



FIGURE NO.: 4

TEST PIT LOG

NO.: TP-3

PROJECT: Jones Grove
CLIENT: Pine Valley
LOCATION: See Figure No. 2
OPERATOR: Client Provided
EQUIPMENT: Backhoe Excavator
DEPTH TO WATER; INITIAL ∇ :

PROJECT NO.: 188476
DATE: 05/05/18
ELEVATION: Not Measured
LOGGED BY: C. Allred

AT COMPLETION ∇ :

Depth (Ft.) 0	Graphic Log	USCS	Description	Samples	TEST RESULTS								
					Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests	
0			TOPSOIL, silty sand, moist, dark brown										
1													
2		GP	Poorly Graded GRAVEL with sand, medium dense to dense (estimated), moist, light brown										
3													
4													
5													
6													
7													
8													
9													
10			Maximum depth explored approximately 9 feet.										
11													
12													

Notes: No groundwater encountered.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- B = Burnoff

LOG OF TESTPIT 188476 LOGS.GPJ EARTHTEC.GDT 5/21/18

PROJECT NO.: 188476



FIGURE NO.: 5

LEGEND

PROJECT: Jones Grove
CLIENT: Pine Valley

DATE: 05/05/18
LOGGED BY: C. Allred

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR SOIL DIVISIONS		USCS SYMBOL		TYPICAL SOIL DESCRIPTIONS	
COARSE GRAINED SOILS (More than 50% retaining on No. 200 Sieve)	GRAVELS (More than 50% of coarse fraction retained on No. 4 Sieve)	CLEAN GRAVELS (Less than 5% fines)		GW	Well Graded Gravel, May Contain Sand, Very Little Fines
		GRAVELS WITH FINES (More than 12% fines)		GP	Poorly Graded Gravel, May Contain Sand, Very Little Fines
		GRAVELS WITH FINES (More than 12% fines)		GM	Silty Gravel, May Contain Sand
		GRAVELS WITH FINES (More than 12% fines)		GC	Clayey Gravel, May Contain Sand
	SANDS (50% or more of coarse fraction passes No. 4 Sieve)	CLEAN SANDS (Less than 5% fines)		SW	Well Graded Sand, May Contain Gravel, Very Little Fines
		SANDS WITH FINES (More than 12% fines)		SP	Poorly Graded Sand, May Contain Gravel, Very Little Fines
		SANDS WITH FINES (More than 12% fines)		SM	Silty Sand, May Contain Gravel
		SANDS WITH FINES (More than 12% fines)		SC	Clayey Sand, May Contain Gravel
FINE GRAINED SOILS (More than 50% passing No. 200 Sieve)	SILTS AND CLAYS (Liquid Limit less than 50)			CL	Lean Clay, Inorganic, May Contain Gravel and/or Sand
	SILTS AND CLAYS (Liquid Limit Greater than 50)			ML	Silt, Inorganic, May Contain Gravel and/or Sand
				OL	Organic Silt or Clay, May Contain Gravel and/or Sand
				CH	Fat Clay, Inorganic, May Contain Gravel and/or Sand
	SILTS AND CLAYS (Liquid Limit Greater than 50)			MH	Elastic Silt, Inorganic, May Contain Gravel and/or Sand
				OH	Organic Clay or Silt, May Contain Gravel and/or Sand
HIGHLY ORGANIC SOILS				PT	Peat, Primarily Organic Matter

SAMPLER DESCRIPTIONS

- SPLIT SPOON SAMPLER
(1 3/8 inch inside diameter)
- MODIFIED CALIFORNIA SAMPLER
(2 inch outside diameter)
- SHELBY TUBE
(3 inch outside diameter)
- BLOCK SAMPLE
- BAG/BULK SAMPLE

WATER SYMBOLS

- Water level encountered during field exploration
- Water level encountered at completion of field exploration

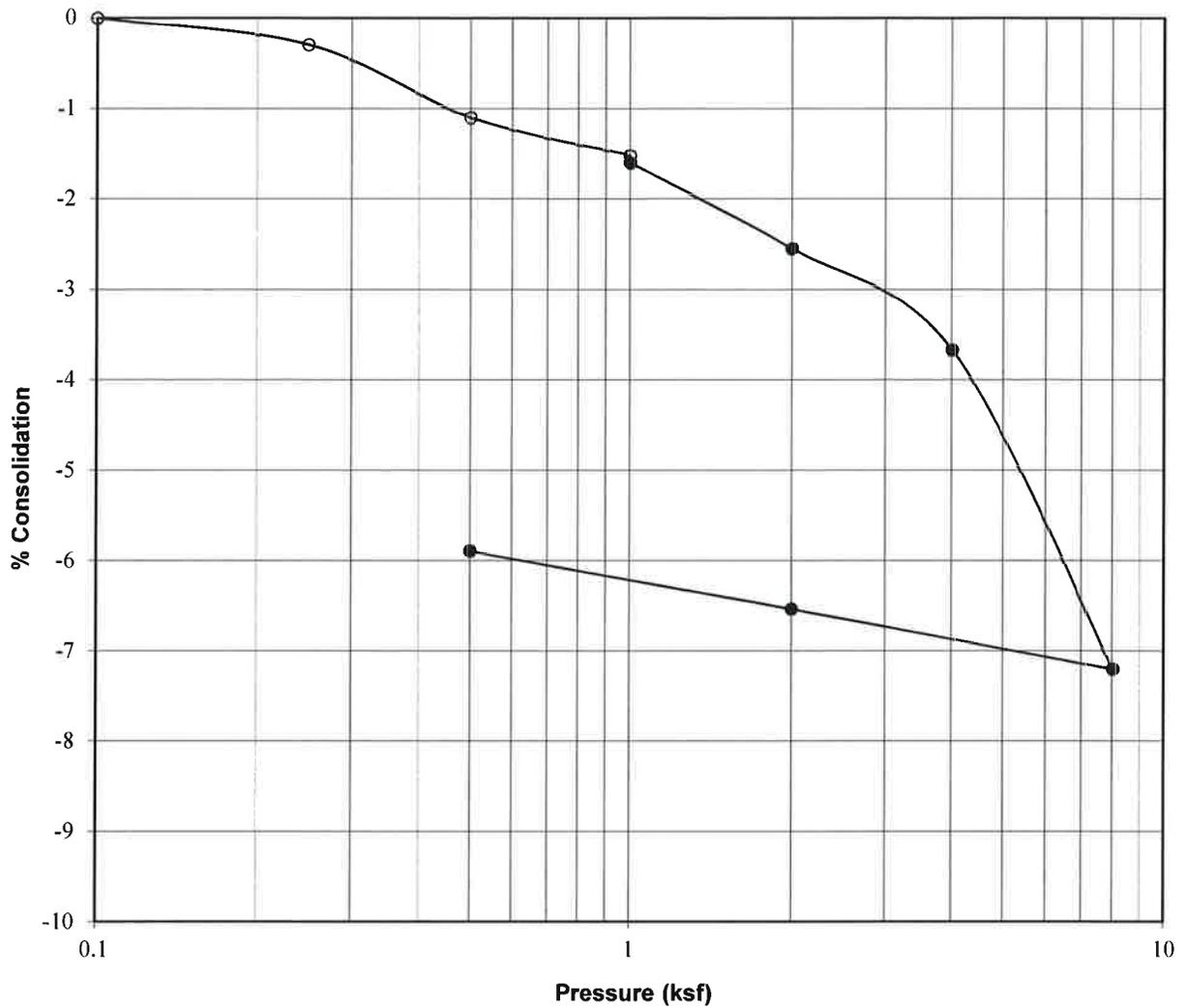
- NOTES:**
1. The logs are subject to the limitations, conclusions, and recommendations in this report.
 2. Results of tests conducted on samples recovered are reported on the logs and any applicable graphs.
 3. Strata lines on the logs represent approximate boundaries only. Actual transitions may be gradual.
 4. In general, USCS symbols shown on the logs are based on visual methods only: actual designations (based on laboratory tests) may vary.

PROJECT NO.: 188476



FIGURE NO.: 6

CONSOLIDATION - SWELL TEST



Project:	Jones Grove
Location:	TP-2
Sample Depth, ft:	4
Description:	Block
Soil Type:	Sandy SILT (ML)
Natural Moisture, %:	2
Dry Density, pcf:	96
Liquid Limit:	22
Plasticity Index:	NP
Water Added at:	1 ksf
Percent Collapse:	0.1



APPENDIX A



Timpview Analytical Laboratories

A Chemtech-Ford, Inc. Affiliate
1384 West 130 South Orem, UT 84058 (801) 229-2282



Certificate of Analysis

Earthtec Testing & Engineering

Caleb Allred

1497 W 40 S

Lindon, UT 84042

DW System # :

Work Order #: 18E0509

PO# / Project Name: 188476

Receipt: 5/8/18 16:55

Batch Temp °C: 29.6

Date Reported: 5/15/2018

Sample Name: 188476 TP-3 @ 6'

Collected: 5/8/18 11:00

Matrix: Solid

Collected By: Caleb Allred

<u>Parameter</u>	<u>Lab ID #</u>	<u>Method</u>	<u>Analysis Date / Time</u>	<u>Result</u>	<u>Units</u>	<u>MRL</u>	<u>Flags</u>
Sulfate, Soluble (IC)	18E0509-01	EPA 300.0	5/15/18	< 11	mg/kg dry	11	
Total Solids	18E0509-01	SM 2540G	5/15/18	94.6	%	0.1	

Comment:

Reviewed by:

Joyce Applegate
Joyce Applegate, Project Manager

Analyses presented in this report were performed in accordance with the National Environmental Laboratory Accreditation Program by a Chemtech-Ford affiliate company, except where otherwise noted.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Regulation Drones

FOR CONSIDERATION ON: June 12, 2018

PETITIONER: Mayor Troy Stout

ACTION REQUESTED BY PETITIONER: Discuss the issue of regulating drones in Alpine.

RECOMMENDED ACTION: Discuss regulating drones in Alpine City.



A model for Cities

Ordinance for the Promotion of Drone Innovation & Accountability

The National League of Cities’ model ordinance is designed to be flexible enough to foster innovation – and comprehensive enough to keep citizens safe. It empowers local leaders to implement solutions tailored to the needs of their community; ensures the safety of residents; avoids an undue burden on drone operators and the cities where they fly; and harnesses the transformative power of drones to improve our lives.

Taken together, the components of this model ordinance create an efficient and effective system of accountability for drones operating in cities.

Ordinance for the Promotion of Drone Innovation & Accountability

AN ORDINANCE TO ENCOURAGE INNOVATIVE AND SAFE USES OF UNMANNED AIRCRAFT WHILE ADDRESSING CONCERNS ABOUT ACCOUNTABILITY.

Section 1 - Purpose.

The City encourages the safe and responsible use of Unmanned Aircraft. This ordinance is designed to empower innovation while protecting and promoting the health, safety, and welfare of its citizens.

Section 2 - Definitions.

An “Unmanned Aircraft” shall mean an aircraft operated without the possibility of direct human intervention from within or on the aircraft. This definition includes devices commonly referred to as drones, remote controlled aircraft, and model aircraft.

Section 3 - Development of Rules.

In addition to the specific requirements set forth below, the City directs and delegates to its City Manager the authority to develop rules for the operation of Unmanned Aircraft within the City limits, consistent with this ordinance. The City Manager must publish such rules on the City’s website, or through other equivalent internet accessible systems, and must periodically report to the Council at least once per year on the implementation of such rules, including information regarding enforcement actions and the costs associated with implementing and enforcing such rules. The rules developed by the City Manager must be consistent with the following:

- A. The City Manager may adopt reasonable restrictions on the time, place, and manner in which a person may land, launch, or otherwise operate an Unmanned Aircraft so as not to interfere with the health, safety, and welfare of City residents. Such

A Model for Cities: Drones

restrictions may not place an undue burden on recreational or commercial operation of Unmanned Aircraft. To ensure that restrictions are easily accessible by Unmanned Aircraft operators, such restrictions should be published on the City's website or through other equivalent internet accessible systems.

B. The City Manager may require certain conditions be fulfilled prior to the take-off, landing, or operation of an Unmanned Aircraft from certain designated lands within the boundaries of the City.

Section 4 - Notice of Intended Operation.

A. To ensure operations are accountable, no Unmanned Aircraft weighing more than 250 grams shall take-off from, land upon, or be operated from any land within the boundaries of the City without the operator first notifying the City electronically of the intended operation through an internet accessible system to be provided by the City Manager. The electronically filed notice may contain any or all of the following information as required by the City Manager:

1. The name, address, and telephone number of the person or corporation filing the notice and the telephone number at which the operator can be contacted during the operation;
2. The take-off and landing location of the operation;
3. The expected start and end time of the operation (if the operator intends to take-off and land multiple times in the same location, one notice for multiple operations may suffice, so long as the duration of the combined operations does not exceed 4 hours, after which a new notice must be filed);
4. The purpose of the operation;

5. A statement affirming that the operator has consulted relevant City rules and intends to abide by them;

6. Such other information as the City Manager shall deem reasonably necessary to inform the City whether the take-off, landing, or operation will endanger the health, safety, or welfare of persons located within the City, and if such use is inconsistent with this ordinance.

B. Once notice has been electronically filed consistent with this Section 4, the operation may commence without any need for action or approval by the City, so long as such operation is consistent with City rules as outlined in Section 3.

C. Notice pursuant to Section 4 above shall not apply to an operation where the take-off, landing, and operation takes place from an operator's own private property. Such operation may still be subject to nuisance, privacy, and trespass law violations. See [cross-reference to applicable sections of the municipal code].

D. The City Manager may designate areas where notice pursuant to this Section 4 above is not required. Examples of such areas may include locations where operations may be encouraged, such as certain parks and/or model aircraft fields.

E. The City Manager will provide a paper-based procedure as an alternative to the electronic system specified in this Section 4, such system will collect information identical to that specified in this Section 4 (A)(1-6).

Section 5 - No Reckless Operation.

No person may operate an Unmanned Aircraft in a reckless manner so as to create (a) a substantial risk of serious physical injury to another or (b) a substantial risk of damage to the property of another.

Section 6 – Penalties.

A person who operates an Unmanned Aircraft without first filing notice, may be punished by a fine, not to exceed \$100.

A person found guilty of a reckless operation or operation out of compliance with this ordinance (except for operation without first filing notice), including but not limited to operating an Unmanned Aircraft in violation of any rules developed by the City Manager, may be punished by a fine not to exceed \$500.

OPTIONAL PROVISIONS

Exemption regarding public use.

The below language may be included if a City (a) is contemplating its own use of drones, (b) has developed a policy governing City use, and (c) would like to address City use in a separate ordinance that delineates particular restrictions tailored to City use cases.

Section [#]—Exceptions.

This Ordinance does not apply to an Unmanned Aircraft that is operated by the City, or by any other public agency for government related purposes in compliance with all federal laws and regulations and operated in compliance with City policies.

FINDINGS AND WHEREAS CLAUSES

Any of the following findings and whereas clauses can be used to support the introduction of the model ordinance, to the extent required by the particular concerns of a given city.

WHEREAS, unprecedented advances in Unmanned Aircraft technology have empowered realtors, inspectors, biologists and preservationists, farmers and agricultural researchers, photographers and others to document the world around them in ways that oftentimes replace more hazardous operations; and

WHEREAS, the City supports innovation, STEM education and new technology, and wants to be a home to innovative companies; and

WHEREAS, after studying various alternatives for the regulation of safety, privacy, nuisance, trespass, and related police power and zoning issues raised by Unmanned Aircraft, and taking account the approaches adopted by cities across the nation, which include criminalizing or prohibiting the use of Unmanned Aircraft; and

WHEREAS, the City recognizes that legitimate concerns raised by drones regarding safety, privacy, nuisance, and trespass, can be addressed largely through existing laws; and

WHEREAS, the difficulty of identifying drones operators raises concerns regarding enforcement of existing laws and tying Unmanned Aircraft operators to their devices; and

WHEREAS, the City has exclusive authority over land use and zoning decisions within the City, and multiple court precedents protect the ability of cities to regulate such activities that take place upon City land, including the take-off and landing of aircraft; and

WHEREAS, Unmanned Aircraft are part of an Unmanned Aircraft System that is operated from land; and

WHEREAS, the FAA has declared that State and local governments have historically been able to regulate the take-offs and landings of aircraft within their boundaries;¹ and

WHEREAS, the FAA's MicroUAS (flight over people) task force has recommended that Unmanned Aircraft operators coordinate with State and local officials;² and

WHEREAS, the FAA has declared that, depending on the specific nature of the small Unmanned Aircraft operation, the remote pilot in command may need to comply with State and local trespassing rules;³ and

A Model for Cities: Drones

WHEREAS, the FAA has declared that “laws traditionally related to State and local police power—including land use, zoning, privacy, trespass, and law enforcement operations—generally are not subject to Federal regulation”;⁴ and

WHEREAS, the FAA has declared that the operation Unmanned Aircraft near or over the perimeter or interior of certain locations may violate State or local trespassing laws;⁵ and

WHEREAS, the FAA has declared that they lack the resources and willingness to investigate drone related accidents involving less than \$500 worth of damage or injuries that do not require hospitalization; and

WHEREAS, the National Telecommunications and Information Administration (NTIA) best practices for UAV transparency and accountability recommend drone operators should Unmanned Aircraft operations over or within private property without consent of the property owner or without appropriate legal authority;⁶ and

WHEREAS, public safety professionals have expressed significant concerns regarding the risks posed by Unmanned Aircraft to, and the difficult of identifying drone operators who interfere with, public safety operations; and

WHEREAS, advances in technology now allow a means to balance innovation and address all of the above stated land use, safety, nuisance, privacy, and trespass concerns.

Endnotes

1 Final Rule for Operation and Certification of Small Unmanned Aircraft Systems (“Part 107”), 14 C.F.R. Part 107, available online at http://www.faa.gov/uas/media/RIN_2120-AJ60_Clean_Signed.pdf

2 Final Report, Micro Unmanned Aircraft Systems (UAS) Aviation Rulemaking Committee, available online at http://www.faa.gov/uas/resources/uas_regulations_policy/media/Micro-UAS-ARC-FINAL-Report.pdf (The ARC recommends that the industry consensus standard include the requirement of a preparation of risk mitigation plan that must address, at a minimum: (a) operator qualifications; (b) the method of approval and compliance with the risk mitigation plan, including the possibility of engagement with appropriate local entities.)

3 Part 107, available online at http://www.faa.gov/uas/media/RIN_2120-AJ60_Clean_Signed.pdf

4 Part 107, available online at http://www.faa.gov/uas/media/RIN_2120-AJ60_Clean_Signed.pdf

5 Part 107, available online at http://www.faa.gov/uas/media/RIN_2120-AJ60_Clean_Signed.pdf

6 “Voluntary Best Practices for UAS Privacy, Transparency, and Accountability,” National Telecommunications and Information Administration (“NTIA”), https://www.ntia.doc.gov/files/ntia/publications/voluntary_best_practices_for_uas_privacy_transparency_and_accountability_0.pdf

Federal Judge Overturns City Drone Ordinance In First Ruling Of Its Kind



John Goglia, CONTRIBUTOR

I write about the airline industry and aviation safety. [FULL BIO](#) ✓

Opinions expressed by Forbes Contributors are their own.



A DJI Mavic Pro Quadcopter drone. (Photo by Omer Messinger/Getty Images)

The City of Newton, Massachusetts, like many state and local governments, thought it could regulate drone flights in the airspace over its city limits. It passed a law this past December that sought to ban unmanned aircraft flights below 400 feet, to ban flights over private and public property without the landowner's permission, and to require local registration of drones. A federal judge in Massachusetts [ruled](#) today that the City of Newton was wrong: It does not have that authority because it is pre-empted by the federal government.

The case was brought by Michael Singer, a physician and inventor who lives in Newton and is an FAA-certified drone pilot. He owns and operates a number of small drones. Dr. Singer challenged four sections of the city's ordinance: one that required local registration of unmanned aircraft and three that

regulated flight operations, including the altitude and distance drones could fly.

He asserted in the lawsuit, in which he represented himself, that the city's ordinance was pre-empted by federal law "because it attempts to regulate an almost exclusively federal area of law." The federal district judge reviewing the case, William G. Young, agreed. In his decision, Judge Young states, "Congress has given the FAA the responsibility of regulating the use of airspace for aircraft navigation and to protect individuals and property on the ground and has specifically directed the FAA to integrate drones into the national airspace." [Full disclosure: I served as an expert for Dr. Singer in this case.]

This decision is being cheered on social media by drone operators who have been hampered in their operations by a patchwork of differing laws in cities and states across the country. While the decision does not have a direct impact on any ordinance other than the City of Newton's, I am aware of several cities that have been awaiting this decision before going forward with their own local laws. I am hopeful that this decision will serve to give these cities pause in their promulgation of drone ordinances. The drone industry cannot reach its full potential if operators are forced to comply with differing requirements from town to town and state to state.

State and Local Regulation of Unmanned Aircraft Systems (UAS)
Fact Sheet

Federal Aviation Administration
Office of the Chief Counsel

December 17, 2015

BACKGROUND

Unmanned aircraft systems (UAS) are aircraft subject to regulation by the FAA to ensure safety of flight, and safety of people and property on the ground. States and local jurisdictions are increasingly exploring regulation of UAS or proceeding to enact legislation relating to UAS operations. In 2015, approximately 45 states have considered restrictions on UAS. In addition, public comments on the Federal Aviation Administration's (FAA) proposed rule, "Operation and Certification of Small Unmanned Aircraft Systems" (Docket No. FAA-2015-0150), expressed concern about the possible impact of state and local laws on UAS operations.

Incidents involving unauthorized and unsafe use of small, remote-controlled aircraft have risen dramatically. Pilot reports of interactions with suspected unmanned aircraft have increased from 238 sightings in all of 2014 to 780 through August of this year. During this past summer, the presence of multiple UAS in the vicinity of wild fires in the western U.S. prompted firefighters to ground their aircraft on several occasions.

This fact sheet is intended to provide basic information about the federal regulatory framework for use by states and localities when considering laws affecting UAS. State and local restrictions affecting UAS operations should be consistent with the extensive federal statutory and regulatory framework pertaining to control of the airspace, flight management and efficiency, air traffic control, aviation safety, navigational facilities, and the regulation of aircraft noise at its source.

Presented below are general principles of federal law as they relate to aviation safety, and examples of state and local laws that should be carefully considered prior to any legislative action to ensure that they are consistent with applicable federal safety regulations. The FAA's Office of the Chief Counsel is available for consultation on specific questions.

WHY THE FEDERAL FRAMEWORK

Congress has vested the FAA with authority to regulate the areas of airspace use, management and efficiency, air traffic control, safety, navigational facilities, and aircraft noise at its source. 49 U.S.C. §§ 40103, 44502, and 44701-44735. Congress has directed the FAA to "develop plans and policy for the use of the navigable airspace and assign by regulation or order the use of the airspace necessary to ensure the safety of aircraft and the efficient use of airspace." 49 U.S.C. § 40103(b)(1). Congress has further directed the FAA to "prescribe air traffic regulations on the flight of aircraft (including regulations on safe altitudes)" for navigating, protecting, and identifying aircraft; protecting individuals and property on the ground; using the navigable

airspace efficiently; and preventing collision between aircraft, between aircraft and land or water vehicles, and between aircraft and airborne objects. 49 U.S.C. § 40103(b)(2).

A consistent regulatory system for aircraft and use of airspace has the broader effect of ensuring the highest level of safety for all aviation operations. To ensure the maintenance of a safe and sound air transportation system and of navigable airspace free from inconsistent restrictions, FAA has regulatory authority over matters pertaining to aviation safety.

REGULATING UAS OPERATIONS

In § 333 of the FAA Modernization and Reform Act of 2012 (Public Law No. 112-95), Congress directed the Secretary to determine whether UAS operations posing the least amount of public risk and no threat to national security could safely be operated in the national airspace system (NAS) and if so, to establish requirements for the safe operation of these systems in the NAS.

On February 15, 2015, the FAA proposed a framework of regulations that would allow routine commercial use of certain small UAS in today's aviation system, while maintaining flexibility to accommodate future technological innovations. The FAA's Notice of Proposed Rulemaking offered safety rules for small UAS (under 55 pounds) conducting non-recreational or non-hobby operations. The proposed rule defines permissible hours of flight, line-of-sight observation, altitude, operator certification, optional use of visual observers, aircraft registration and marking, and operational limits.

Consistent with its statutory authority, the FAA is requiring Federal registration of UAS in order to operate a UAS. Registering UAS will help protect public safety in the air and on the ground, aid the FAA in the enforcement of safety-related requirements for the operation of UAS, and build a culture of accountability and responsibility among users operating in U.S. airspace. No state or local UAS registration law may relieve a UAS owner or operator from complying with the Federal UAS registration requirements. Because Federal registration is the exclusive means for registering UAS for purposes of operating an aircraft in navigable airspace, no state or local government may impose an additional registration requirement on the operation of UAS in navigable airspace without first obtaining FAA approval.

Substantial air safety issues are raised when state or local governments attempt to regulate the operation or flight of aircraft. If one or two municipalities enacted ordinances regulating UAS in the navigable airspace and a significant number of municipalities followed suit, fractionalized control of the navigable airspace could result. In turn, this 'patchwork quilt' of differing restrictions could severely limit the flexibility of FAA in controlling the airspace and flight patterns, and ensuring safety and an efficient air traffic flow. A navigable airspace free from inconsistent state and local restrictions is essential to the maintenance of a safe and sound air transportation system. See *Montalvo v. Spirit Airlines*, 508 F.3d 464 (9th Cir. 2007), and *French v. Pan Am Express, Inc.*, 869 F.2d 1 (1st Cir. 1989); see also *Arizona v. U.S.*, 567 U.S. ___, 132 S.Ct. 2492, 2502 (2012) ("Where Congress occupies an entire field . . . even complimentary state regulation is impermissible. Field preemption reflects a congressional decision to foreclose any

state regulation in the area, even if it is parallel to federal standards.”), and *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 386-87 (1992).

EXAMPLES OF STATE AND LOCAL LAWS FOR WHICH CONSULTATION WITH THE FAA IS RECOMMENDED

- Operational UAS restrictions on flight altitude, flight paths; operational bans; any regulation of the navigable airspace. For example – a city ordinance banning anyone from operating UAS within the city limits, within the airspace of the city, or within certain distances of landmarks. Federal courts strictly scrutinize state and local regulation of overflight. *City of Burbank v. Lockheed Air Terminal*, 411 U.S. 624 (1973); *Skysign International, Inc. v. City and County of Honolulu*, 276 F.3d 1109, 1117 (9th Cir. 2002); *American Airlines v. Town of Hempstead*, 398 F.2d 369 (2d Cir. 1968); *American Airlines v. City of Audubon Park*, 407 F.2d 1306 (6th Cir. 1969).
- Mandating equipment or training for UAS related to aviation safety such as geo-fencing would likely be preempted. Courts have found that state regulation pertaining to mandatory training and equipment requirements related to aviation safety is not consistent with the federal regulatory framework. *Med-Trans Corp. v. Benton*, 581 F. Supp. 2d 721, 740 (E.D.N.C. 2008); *Air Evac EMS, Inc. v. Robinson*, 486 F. Supp. 2d 713, 722 (M.D. Tenn. 2007).

EXAMPLES OF STATE AND LOCAL LAWS WITHIN STATE AND LOCAL GOVERNMENT POLICE POWER

Laws traditionally related to state and local police power – including land use, zoning, privacy, trespass, and law enforcement operations – generally are not subject to federal regulation. *Skysign International, Inc. v. City and County of Honolulu*, 276 F.3d 1109, 1115 (9th Cir. 2002). Examples include:

- Requirement for police to obtain a warrant prior to using a UAS for surveillance.
- Specifying that UAS may not be used for voyeurism.
- Prohibitions on using UAS for hunting or fishing, or to interfere with or harass an individual who is hunting or fishing.
- Prohibitions on attaching firearms or similar weapons to UAS.

CONTACT INFORMATION FOR QUESTIONS

The FAA’s Office of the Chief Counsel is available to answer questions about the principles set forth in this fact sheet and to consult with you about the intersection of federal, state, and local regulation of aviation, generally, and UAS operations, specifically. You may contact the Office of Chief Counsel in Washington, D.C. or any of the following Regional Counsels:

FAA Office of the Chief Counsel
 Regulations Division (AGC-200)
 800 Independence Ave. SW
 Washington, DC 20591
 (202) 267-3073

Central Region
 Office of the Regional Counsel
 901 Locust St., Room 506
 Kansas City, MO 61406-2641
 (816) 329-3760
 (IA, KS, MO, NE)

Great Lakes Region
 Office of the Regional Counsel
 O'Hare Lake Office Center
 2300 East Devon Ave.
 Des Plaines, IL 60018
 (847) 294-7313
 (IL, IN, MI, MN, ND, OH, SD, WI)

Northwest Mountain Region
 Office of the Regional Counsel
 1601 Lind Ave. SW
 Renton, WA 98055-4056
 (425) 227-2007
 (CO, ID, MT, OR, UT, WA, WY)

Southwest Region
 Office of the Regional Counsel, 6N-300
 10101 Hillwood Parkway Dr.
 Fort Worth, TX 76177
 (817) 222-5099
 (AR, LA, NM, OK, TX)

Alaskan Region
 Office of the Regional Counsel
 222 West 7th Ave.
 Anchorage, AK 99513
 (909) 271-5269
 (AK)

Eastern Region
 Office of the Regional Counsel
 1 Aviation Plaza, Room 561
 Jamaica, NY 11434-4848
 (718) 553-3285
 (DC, DE, MD, NJ, NY, PA, VA, WV)

New England Region
 Office of the Regional Counsel
 12 New England Executive Park
 Burlington, MA 01803
 (781) 238-7040
 (CT, ME, MA, NH, RI, VT)

Southern Region
 Office of the Regional Counsel
 1701 Columbia Ave., Suite 530
 College Park, GA 30337
 (404) 305-5200
 (AL, FL, GA, KY, MS, NC, SC, TN)

Western-Pacific Region
 Office of the Regional Counsel
 P.O. Box 92007
 Los Angeles, CA 90009
 (310) 725-7100
 (AZ, CA, HI, NV)

APPENDIX – LIST OF AUTHORITIES

Federal Statutes

- 49 U.S.C. §§ 40103, 44502, and 44701- 44735 (former Federal Aviation Act of 1958, as amended and recodified).
- FAA Modernization and Reform Act of 2012, Public Law No. 112-95 (Feb. 14, 2012), Subtitle B, “Unmanned Aircraft Systems.”

Federal Regulations

- Title 14 of the Code of Federal Regulations, Chapter 1.

The U.S. Supreme Court

- “Congress has recognized the national responsibility for regulating air commerce. Federal control is intensive and exclusive. Planes do not wander about in the sky like vagrant clouds. They move only by federal permission, subject to federal inspection, in the hands of federally certified personnel and under an intricate system of federal commands. The moment a ship taxis onto a runway it is caught up in an elaborate and detailed system of controls. It takes off only by instruction from the control tower, it travels on prescribed beams, it may be diverted from its intended landing, and it obeys signals and orders. Its privileges, rights, and protection, so far as transit is concerned, it owes to the Federal Government alone and not to any state government.” *Northwest Airlines v. State of Minnesota*, 322 U.S. 292, 303 (1944)(Jackson, R., concurring).
- “If we were to uphold the Burbank ordinance [which placed an 11 p.m. to 7 a.m. curfew on jet flights from the Burbank Airport] and a significant number of municipalities followed suit, it is obvious that fractionalized control of the timing of takeoffs and landings would severely limit the flexibility of FAA in controlling air traffic flow. The difficulties of scheduling flights to avoid congestion and the concomitant decrease in safety would be compounded.” *Burbank v. Lockheed Air Terminal Inc.*, 411 U.S. 624, 639 (1973).
- “The Federal Aviation Act requires a delicate balance between safety and efficiency, and the protection of persons on the ground ... The interdependence of these factors requires a uniform and exclusive system of federal regulation if the congressional objectives underlying the Federal Aviation Act are to be fulfilled.” *Burbank* at 638-639.
- “The paramount substantive concerns of Congress [in enacting the FAA Act] were to regulate federally all aspects of air safety ... and, once aircraft were in ‘flight,’ airspace management....” *Burbank* at 644 (Rehnquist, J. dissenting).

U.S. Courts of Appeals

- “Air traffic must be regulated at the national level. Without uniform equipment specifications, takeoff and landing rules, and safety standards, it would be impossible to operate a national air transportation system.” *Gustafson v. City of Lake Angeles*, 76 F.3d 778, 792-793 (6th Cir. 1996)(Jones, N., concurring).
- “The purpose, history, and language of the FAA [Act] lead us to conclude that Congress intended to have a single, uniform system for regulating aviation safety. The catalytic events leading to the enactment of the FAA [Act] helped generate this intent. The FAA [Act] was drafted in response to a series of fatal air crashes between civil and military aircraft operating under separate flight rules In discussing the impetus for the FAA [Act], the Supreme Court has also noted that regulating the aviation industry requires a delicate balance between safety and efficiency. It is precisely because of ‘the interdependence of these factors’ that Congress enacted ‘a uniform and exclusive system of federal regulation.’” *Montalvo v. Spirit Airlines*, 508 F.3d 464, 471 (9th Cir. 2007), citing *City of Burbank v. Lockheed Air Terminal Inc.*, 411 U.S. 624, 638-39 (1973).
- “[W]hen we look to the historical impetus for the FAA, its legislative history, and the language of the [FAA] Act, it is clear that Congress intended to invest the Administrator of the Federal Aviation Administration with the authority to enact exclusive air safety standards. Moreover, the Administrator has chosen to exercise this authority by issuing such pervasive regulations that we can infer a preemptive intent to displace all state law on the subject of air safety.” *Montalvo* at 472.
- “We similarly hold that federal law occupies the entire field of aviation safety. Congress' intent to displace state law is implicit in the pervasiveness of the federal regulations, the dominance of the federal interest in this area, and the legislative goal of establishing a single, uniform system of control over air safety. This holding is fully consistent with our decision in *Skysign International, Inc. v. Honolulu*, 276 F.3d 1109 (9th Cir. 2002), where we considered whether federal law preempted state regulation of aerial advertising that was distracting and potentially dangerous to persons on the ground. In upholding the state regulations, we held that federal law has not ‘preempt[ed] altogether any state regulation purporting to reach into the navigable airspace.’ *Skysign* at 1116. While Congress may not have acted to occupy exclusively all of air commerce, it has clearly indicated its intent to be the sole regulator of aviation safety. The FAA, together with federal air safety regulations, establish complete and thorough safety standards for interstate and international air transportation that are not subject to supplementation by, or variation among, states.” *Montalvo* at 473-474.
- “[W]e remark the Supreme Court's reasoning regarding the need for uniformity [concerning] the regulation of aviation noise, see *City of Burbank v. Lockheed Air Terminal*, 411 U.S. 624 (1973), and suggest that the same rationale applies here. In *Burbank*, the Court struck down a municipal anti-noise ordinance placing a curfew on jet flights from a regional airport. Citing the ‘pervasive nature of the scheme of federal

regulation,' the majority ruled that aircraft noise was wholly subject to federal hegemony, thereby preempting state or local enactments in the field. In our view, the pervasiveness of the federal web is as apparent in the matter of pilot qualification as in the matter of aircraft noise. If we upheld the Rhode Island statute as applied to airline pilots, 'and a significant number of [states] followed suit, it is obvious that fractionalized control ... would severely limit the flexibility of the F.A.A.' [citing *Burbank*] Moreover, a patchwork of state laws in this airspace, some in conflict with each other, would create a crazyquilt effect ... The regulation of interstate flight-and flyers-must of necessity be monolithic. Its very nature permits no other conclusion. In the area of pilot fitness as in the area of aviation noise, the [FAA] Act as we read it 'leave[s] no room for ... local controls.' [citing *Burbank*]. *French v. Pan Am Express, Inc.*, 869 F.2d 1, 6 (1st Cir. 1989).

What's The Status Of Local Drone Ordinances After The Singer Decision?



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I write about the airline industry and aviation safety. [FULL BIO](#) ✓

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A Hama drone at the 2017 IFA consumer electronics and home appliances trade fair on Sept. 1 in Berlin. [\[+\]](#)

Last week, a federal district court judge in Massachusetts [overturned](#) a City of Newton drone ordinance on the grounds that it conflicted with federal laws and was, therefore, preempted.

The city's ordinance was typical of many that have been adopted in cities and states across the country – it attempted to control the altitude drones could fly over the city, the permissions required for drones to fly, the distance they could go and their registration. So the question many drone operators have asked is: What impact does this decision have – if any – on all these other state and local laws?

For an answer, I turned to the noted drone attorney Peter Sachs, publisher of the [Drone Law Journal](#), who said: "Although [the decision] is binding case law only within the jurisdiction covered by the Massachusetts Federal District Court, it is a well-reasoned and well-written decision. As such, it will likely be persuasive when other federal courts decide similar challenges. [The Singer case] might also give wiser state and local governments pause from enacting easily challenged invalid statutes and ordinances, so as to avoid unnecessary taxpayer-funded legal challenges."

I also asked the Federal Aviation Administration for comment on the Singer decision and the proliferation of state and local drone ordinances. An FAA spokesperson said: "The FAA did not participate in the case. Our position on state and local ordinances was laid out by the general counsel's office in a December 2015 [fact sheet](#)."

The fact sheet outlines areas that the FAA recommends consultation on, such as "restrictions on flight altitude or flight paths, regulation of the navigable airspace and mandating UAS-specific equipment or training." It also lists areas that are traditionally within a state or local government's domain, such as "requirements for police to obtain a warrant prior to using UAS for surveillance; prohibitions on the use of UAS for voyeurism; exclusions on using UAS for hunting or fishing, or harassing individuals engaged in those activities; and prohibitions on attaching firearms or other weapons to a UAS."

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While the FAA's response may not appear particularly helpful at first glance, it actually is. It means that the FAA's 2015 opinion on areas likely to be preempted by the FAA and those that are within a state's prerogative remains valid today. The judge in the Singer decision cites the FAA's fact sheet and in a footnote affirms its significance: "Although the FAA UAS Fact Sheet is not a formal rule, it is the FAA's interpretation of its own rule, which this court

accords deference under *Bowles v. Seminole Rock & Sand Co.*, 325 U.S. 410, 413-14 (1945)."

Mr. Sachs said, "Since the court [in *Singer*] considered the FAA's fact sheet ... in reaching its decision, it would behoove state and local governments to read it, understand it and abide by it."