



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 11, 2019 at 6:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

6:00 FIELD TRIP TO VIEW THE DRY CREEK CORRIDOR TRAIL

7:00 CALL MEETING TO ORDER *Council Members may participate electronically by phone.

- I. **A. Roll Call:** Mayor Troy Stout
- B. Prayer:** Rajan Zed
- C. Pledge of Allegiance:** By invitation

II. CONSENT CALENDAR

- A. **Minutes of the City Council Meeting of May 14, 2019 and June 6, 2019**
- B. **Partial Payment #2 to BMEI – PI Meter Installation, Phase III - \$109,772.50**
- C. **Partial Payment #1 to CAP Construction – 600 North Storm Drain Project**
- D. **Approve Bid - Water Tank Fire Project**
- E. **Partial Bond Release – The Ridge at Alpine**

III. PUBLIC COMMENT

IV. REPORTS and PRESENTATIONS

V. ACTION/DISCUSSION ITEMS

- A. **Alpine City Budget Discussion for Fiscal Year 2019-2020.** The Council will discuss the proposed budget.
- B. **Open Space Conservation Agreement – The Ridge at Alpine Subdivision.** The Council will consider approving the Open Space Conservation Agreement for The Ridge at Alpine Subdivision.
- C. **Ordinance No. 2019-11 Amending the Zoning Ordinance.** The Council will consider the approving an amendment stating that accessory structures shall be located no less than five feet from the main dwelling.
- D. **Ordinance No. 2019-12 Amending the Subdivision Ordinance.** The Council will consider approving an amendment to move the street requirements for the Urban Wildland Interface area to Street Requirements in the Subdivision Ordinance.
- E. **Ordinance No. 2019-13 Amending the Zoning Ordinance.** The Council will consider approving an amendment making kennels/boarding a Conditional Use in the Business Commercial zone.
- F. **Interlocal Agreement – Bookmobile for 2019-20.** The Council will consider approving an Interlocal Agreement with the Utah County Bookmobile to continue to provide service to Alpine.

VI. COUNCIL COMMUNICATION

VII. STAFF REPORTS

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

ADJOURN

Mayor Troy Stout
June 7, 2019

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

Public Hearing 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 14, 2019

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, Carla Merrill, Kimberly Bryant, Lon Lott

Council Members not present: Ramon Beck was excused.

Staff: Shane Sorensen, Charmayne Warnock, David Church, Austin Roy, Police Chief Brian Gwilliam, Fire Chief Reed Thompson

Others: Roseanne Fjeldsted, Brent Oakeson - ULGT, Alan Cottle, Suzi Whittenburg, Will Jones, Penny Linford

B. Prayer: Jason Thelin

C. Pledge of Allegiance: Chief Brian Gwilliam

II. CONSENT CALENDAR

A. Minutes of Alpine City Council meeting held April 23, 2019

B. Partial Payment #1 – Pressurized Irrigation Meter Project Phase 3 - \$124,471.39

C. Pressurized Irrigation Meter Project – Phase 3 Materials: Hydro Specialties \$318,788.04

D. Resolution No. R2019-08: 2018 Municipal Wastewater Planning Program

E. Approve Bid for Morgan Pavement - \$20,950

F. Smithco - HVAC Replacement City Hall - \$18,915.00

G. 800 S. Waterline Payment - Sterling Don Excavation - \$71,615.24

MOTION: Lon Lott moved to approve the Consent Calendar. Carla Merrill seconded Ayes: 4 Nays: 0. Motion passed.

Aves

Jason Thelin

Carla Merrill

Kimberly Bryant

Lon Lott

Navs

None

III. PUBLIC COMMENT

Roseanne Fjeldsted - 365 W. River Circle. Ms. Fjeldsted said their home backed up to the Dry Creek Trail. She said the improvements the City had done to the trail were not improvements. The residents had asked them to keep it natural but they hadn't done that. She said there was one place with a lot of erosion that they'd ask the City to look at and a year later, no steps had been taken to control the erosion. With temperatures of 80 degrees, the high water was going to increase and worsen the erosion. The City had rerouted some of the trail due to the erosion and taken out shrubs and left them on the side of the trail which created a fire hazard. She said she had walked the trail with Chief Thompson and he agreed that the homes along the trails were in danger. She asked if it was going to be cleaned up. There had been three fires in that area with the last one occurring a month ago. She said that by widening the trail, they had opened it up to motorized vehicles. They needed to put some boulders in to block it. She said the City had volunteer days for people to help in Lambert Park. They needed something like that on the Dry Creek Trail. She said they needed to stop the motorized vehicles, make it look more like a natural space, and stop the erosion.

Troy Stout asked about the possibility of a field trip to the site. Shane Sorensen said he had walked the trail with Austin Roy. Ms. Fjeldsted's complaint was the first he'd heard. He said he thought the trail was improved from what it used to be. There were some low spots and they planned to put in some road base. He noted that the same fire hazards existed in the area before the subdivision was built. In improving the trail, they had removed much of the

1 debris, but more work needed to be done. They couldn't work in the channel when there was water in the creek, but
2 they could work outside the channel.

3
4 The Council agreed to take a field trip to the Dry Creek Trail at 6 pm before the next City Council meeting, which
5 would be June 11th.

6 7 **IV. REPORTS AND PRESENTATIONS**

8
9 **A. 2018 TAP Award - Brent Oakeson.** Mr. Oakeson said he was from the Utah Local Government
10 Trust. This was the third time Alpine City had participated in the safety awareness program and had taken measures
11 to reduce loss by accidents. The award for participating in the program was \$3,078.35, which was 5% of the City's
12 liability premium.

13
14 **B. Financial Report.** Shane Sorensen said there would be some adjustments made to the budget at the
15 next meeting. The City had made the payment for the lawsuit. He said the installation of PI meters was moving
16 faster than expected and would probably be completed in this budget year, so there would be some adjustment there.

17 18 **V. ACTION/DISCUSSION ITEMS**

19 20 **A. Public Hearing – Tentative Budget 2019-2020**

21
22 Shane Sorensen presented the tentative budget for 2019-2020. He said he had met individually with all the
23 Councilmembers in the past week to review the budget except for Kimberly Bryant. The Council would accept the
24 tentative budget that evening and adopt the final budget on June 25, 2019.

25
26 He said there were no proposed increases to utility rates for solid waste, water, sewer, and storm drainage. The rate
27 structure for pressurized irrigation would be addressed in the next fiscal year. He recommended they contract with a
28 firm like Lewis, Burningham and Young to do a rate study for pressurized irrigation.

29
30 Alpine City's contribution to Lone Peak Public Safety District would be increasing. In order to be competitive and
31 retain officers and recruit new officers, the police department would be increasing the wage by \$1.50/hour along
32 with a 3% merit increase. That would generate an increase in retirement contributions. For those officers hired after
33 the retirement benefits were reduced, they were proposing a 401K base and match. They would also be replacing
34 four vehicles and had 5 leases to pay.

35
36 The changes in the budget for the fire department were largely due to the departure of Cedar Hills from the Lone
37 Peak Public Safety District. Alpine and Highland would each be assuming a portion of Cedars Hills costs even
38 though the number of fire fighters had been reduced from 9 to 8. The proposed staffing would be three firefighters in
39 the Highland station and three firefighters in the Alpine station with two people on the ambulance stationed in
40 Highland.

41
42 The overall increase for Lone Peak PSD was \$423,633.66. Shane Sorensen said that if the City wanted to continue
43 with infrastructure projects as had been done over the years, and also maintain the same level of public safety
44 service, they would need to look at increasing taxes. Options for additional revenue would be a property tax
45 increase, a telecom tax increase, and a RAP tax, but RAP funds would be restricted for recreation.

46
47 Shane Sorensen said the current combined tax rate for Alpine City was the 3rd lowest in the county. If they
48 increased the tax rate in order to cover the increased costs, he estimated a rate of 0.001572. However, the actual tax
49 rate wouldn't be known until the county tax assessor determined the rate relative to property values. The county's
50 goal was to keep the revenue level unless a community needed to raise taxes.

51
52 David Church explained that the county assessor calculated the tax rate for each city. They considered whether
53 property values had increased or decreased then adjusted the tax rate up or down to keep the tax revenue neutral. If
54 Alpine City raised taxes, they would hold a Truth in Taxation hearing in August, then approve the new tax rate and
55 adopt the final budget.

1 Mayor Stout said he would prefer to have slightly higher taxes and maintain the same level of service and public
2 safety.

3
4 **B. Accept the Tentative Budget FY 2019-20.**

5
6 **MOTION:** Jason Thelin moved to accept the Tentative Budget for Fiscal year 2019-20 and set a public hearing on
7 the Final Budget for June 25th. Kimberly Bryant seconded. Ayes: 4 Nays: 0. Motion passed.

8
9

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Carla Merrill	
Kimberly Bryant	
Lon Lott	

10
11
12
13
14 The Tentative Budget for FY 2019-20 would be posted on Alpine City's website.

15
16 Mayor Stout open the public hearing on the Tentative Budget. There were no comments and the hearing was closed.

17
18
19 **C. Montdella Senior Housing Development - Final Plat Approval**

20
21 Austin Roy said the developers had corrected the redlines from the preliminary plat, which the Council had seen at
22 an earlier meeting. The Planning Commission had reviewed the final plat and recommended approval with a number
23 of conditions.

24 Austin Roy said the proposed development met the requirements of the ordinance. It was located near a stream with
25 a flood plain, but no part of the development was in the flood plain including the trail. The trail was marked
26 appropriately on the plat showing the correct alignment. It would be an eight-foot wide, asphalt trail in a 20-foot
27 wide easement.

28
29 The architecture and landscaping met the requirements of the Gateway Zone. In addition, the developer had brought
30 physical samples of the buildings to an earlier meeting for the Council to view.

31
32 The development would have a 26-foot wide private street; no parking would be allowed on the street. A condition
33 of approval recommended by the Planning Commission was that the street would have signage indicating that
34 parking was not allowed. There would be eight visitor parking stalls. Each unit would have four parking spaces with
35 two in the garage and two in the driveway. A private garbage service would be collecting trash.

36
37 The development had two ingress/egress points, one from Main Street and one into the adjacent business parking
38 area. The Planning Commission recommended that a fully signed cross easement agreement be provided to the City.

39
40 The Gateway Zone required all property fronting on Main Street to be landscaped. The developer had submitted a
41 landscaping plan, which met the requirements. The proposed trees complied with the Tree Guideline Book.

42
43 When the Planning Commission reviewed the final plat, there was a missing fire hydrant which had since been
44 added.

45
46 Jason Thelin questioned the appearance of the buildings. The watercolor renderings looked good, but he wondered if
47 the actual buildings would look like the renderings.

48
49 Alan Cottle, who was the developer, said the buildings would have an all masonry exterior with some hardiboard.
50 There would be no stucco. He had also provided a more detailed drawing of the buildings with a legend identifying
51 the materials.

52
53 There was a discussion about the cross-easement agreement. Because of the narrowness of the road, there needed to
54 be a way for emergency vehicles to enter the project in the event of an emergency while residents were evacuating.
55 David Church explained that the cross-easement agreement was needed purely for public safety access. It was not to

1 be a public access. When the adjoining commercial property was developed, the City required a stub to this property
2 to the north.
3

4 Jason Thelin asked about the traffic study. Austin Roy said Hale Engineering had done the study and did not
5 recommend any traffic restriction due to the low traffic that would be generated by the development. It would be
6 considerably less than if the space was occupied by commercial businesses. There was no restriction on left-hand
7 turns from Main Street into the development.
8

9 There were questions about the lighting and fencing. Alan Cottle said lighting had been discussed at the last
10 meeting. It would be the same as the lamp posts on Main Street. Regarding fencing, Shane Sorensen said the plan
11 showed a six-foot wall. Alan Cottle said the fence would be more of an architectural feature. It did not enclose the
12 property. The Planning Commission had recommended a shorter fence along Main Street.
13

14 **MOTION:** Lon Lott moved to approve the final plat for the Montdella Senior Housing Development with the
15 following conditions:
16

- 17 1. The 26-ft wide private street would be signed that no parking was allowed.
- 18 2. The city water policy be met.
- 19 3. The developer provide a fully signed cross-easement agreement with adjacent properties to the south
20 prior to recordation.
- 21 4. The material legend be followed as submitted.
- 22 5. The fencing on Main Street be between three and four feet high with stone columns ten-foot on center.
23

24 Carla Merrill seconded. Ayes: 2 Nays: 2 Mayor Stout voted nay and the motion failed.
25

<u>Ayes</u>	<u>Nays</u>
Carla Merrill	Jason Thelin
Lon Lott	Kimberly Bryant
	Mayor Troy Stout

30
31 After more discussion clarifying that the cross-easement agreement, a second motion was made.
32

33 **MOTION:** Lon Lott moved to approve the final plat for the Montdella Senior Housing Development with the
34 following conditions:
35

- 36 1. The 26-ft wide private street would be signed that no parking was allowed.
- 37 2. The city water policy be met.
- 38 3. Prior to recordation, the developer will provide a fully signed cross-easement agreement with adjacent
39 properties to the south, which will provide access that meets the fire code.
- 40 4. The material legend be followed as submitted.
- 41 5. The fencing on Main Street be between three and four feet high with stone columns ten-foot on center.
42

43 Jason Thelin seconded. Ayes: 4 Nays: 0. Motion passed.
44

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Carla Merrill	
Kimberly Bryant	
Lon Lott	

51 **D. Willow Canyon Height Restriction - 153 N. Bald Mountain Drive – Whittenburg**
52

53 Austin Roy said lot 29 was located in the Willow Canyon Subdivision and was unique in that it had the greatest
54 slope of any lot in the subdivision. The HOA had reviewed the request to waive the height restriction and
55 recommended approving it. The lot was naturally below street level. The home would be located 90 feet back from
56 the road where the terrain dropped considerably in elevation. Because of the lower elevation, the home would appear

1 to be 22 feet high when viewed from the road, even though it was designed to be 38 ft. 10.5 inches tall. That would
 2 make it 13 ft. 10.5 inches above the allowable height of 25 feet from natural grade. The greatest height difference
 3 the Council had allowed in the past was 7.5 feet to the Clark home in 2018.

4
 5 Mayor Stout asked about the view of the home from the west. Austin Roy said there was a strip of open space along
 6 the west and no homes were adjacent to the lot. The HOA noted in their letter of recommendation that because of
 7 the terrain on the lot, if the waiver wasn't granted, the lot would be unbuildable.

8
 9 Susan Whittenburg said that when they bought the lot, they didn't know how difficult it would be to build a home on
 10 it.

11
 12 **MOTION:** Kimberly Bryant moved that the City waive its right to enforce the height restriction found in the
 13 Willow Canyon Annexation Agreement for lot 29 of the Willow Canyon Subdivision so long as the height did not
 14 exceed 13feet 10.5 inches above the 25-foot height limitation. Carla Merrill seconded. Ayes: 4 Nays: 0. Motion
 15 passed.

16
 17 Ayes

18 Jason Thelin
 19 Carla Merrill
 20 Kimberly Bryant
 21 Lon Lott

17 Nays

18 None

22
 23 **E. Improvement to Open Space - Tree Planting in Public Open Space Near Ridge Lane**

24
 25 Austin Roy said the City had received a request from Scott Hardy at 539 S. Ridge Lane to improve the open space
 26 behind his lot by planting pine trees. His neighbor Dave Fotheringham's family owned a tree farm and would be
 27 supplying the trees. Mr. Hardy wanted to beautify the area and also block the view of accessory structures to the
 28 east. If possible, he would also like to plant some bigtooth maple trees or something similar and scrub oak. He
 29 would also like to plant poppies similar to the ones in Lambert Park. He would run a drip line to the trees and water
 30 them until they were established. He estimated that would take three to five years.

31 Mayor Stout expressed a concern that approving the request would set an expectation for other people who wanted
 32 to extend their yards into the adjacent open space. Unauthorized encroachments were already a problem in Alpine.

33
 34 Several Councilmembers questioned planting trees just behind his lot since the open space extended along the back
 35 of all the lots on Ridge Lane. They also wanted to know how he would be getting in there to plant the trees.

36
 37 Jason Thelin said he would like to see a landscape plan before approving anything and made a motion to that effect,
 38 then withdrew it.

39
 40 Lon Lott said that time was critical. The window in which to successfully plant trees was closing. If the trees weren't
 41 planted very soon, they would need to wait until next year and the trees probably would not be available by then.

42
 43 There was a discussion about the request for not just pine trees but other types of trees and flowers. It was noted that
 44 it seemed that he was trying to extend his backyard. The Council agreed that only pine trees could be planted.

45
 46 **MOTION:** Lon Lott moved to approve Scott Hardy's request to plant trees in the public open space behind his
 47 home at 539 S. Ridge Lane and restrict the planting to just pine trees with the design to be approved by the City.
 48 Carla Merrill seconded. Ayes: 3 Nays: 1. Motion passed.

49
 50 Ayes

51 Jason Thelin
 52 Carla Merrill
 53 Lon Lott

50 Nays

51 Kimberly Bryant

1 **F. Trailhead Kiosk in Lambert Park**
2

3 Austin Roy said staff proposed building a kiosk on the eastern boundary of Lambert Park above the water tank. It
4 would identify the trails in the area and serve as a reminder to people shooting on Forest Service land that there were
5 people on the trails, and it was illegal to shoot within 150 feet of a structure.
6

7 David Church said the Forest Service prohibited shooting within 150 feet of any structure, but he wasn't sure the
8 kiosk met the definition of a structure. Plus, if the shooting was taking place outside Lambert Park, city officials
9 could not enforce it without permission from the federal government.
10

11 It was decided they needed more information and they wanted to work with the trail committee, so no action was
12 taken on the item.
13

14 **G. Ordinance No. 2019-10, Urban Wildland Interface Ordinance**
15

16 Shane Sorensen said this ordinance would address the need for fire sprinklers on a case by case basis rather than
17 requiring sprinklers based on an arbitrary line. The ordinance would be accompanied by a reference book, The Lone
18 Peak Department Wildland-Urban Site Plan/Development Review Guide, which would define the criteria for fire
19 sprinklers.
20

21 David Church said this was a much better approach and closer to what the state legislature wanted cities to do. The
22 current ordinance was written in 1996. The map was drawn at the same time which was before any development had
23 taken place in those areas and didn't accurately reflect the actual terrain. This would allow the fire chief to evaluate
24 each lot individually and determine what kind of fire suppression methods were needed.
25

26 Chief Reed Thompson said the new ordinance would improve the fire department's position because they would use
27 data analytics in determining where fire sprinklers were necessary. The state required cities to have a fire prevention
28 plan and this would aid that. The requirement was based on a scoring system rather than an arbitrary line. He said
29 any home over 10,000 square feet would need to have fire sprinkler regardless of its location.
30

31 **MOTION:** Lon Lott moved to approve Ordinance No. 2019-10 amending the Urban Wildland Interface Ordinance
32 and adopt the wildland guidebook as proposed. Kimberly Bryant seconded. Ayes: 4 Nays: 0. Motion passed.
33

34 **Ayes**

35 Jason Thelin
36 Carla Merrill
37 Kimberly Bryant
38 Lon Lott
39

Nays

 None

40 **H. Utah County Municipal Recreation Grant - 2019**
41

42 Austin Roy said the municipal recreation grant money available to Alpine City was \$5,177.33. The deadline to
43 apply for the grant was May 20th. Since the money was to be used for recreational purposes, the last grant was used
44 to improve the Dry Creek Trail. It was proposed that this grant be used for further improvements along the same rail.
45

46 **MOTION:** Jason Thelin moved to approve the application for the Utah County Municipal Recreation Grant for
47 2019. Carla Merrill seconded. Ayes: 4 Nays: 0. Motion passed.
48

49 **Ayes**

50 Jason Thelin
51 Carla Merrill
52 Kimberly Bryant
53 Lon Lott
54
55

Nays

 None

1 **VI. STAFF REPORTS**

2
3 Chief Reed Thompson.

- 4 • The Lone Peak Fire Department had received a \$2,500 grant from Select Health. The funds would be put
5 toward providing trauma kits to be placed in the schools. They were hoping to get more donations for more
6 kits.
7 • They had a bizarre call over the weekend, which they addressed with the parents. A couple of kids had
8 devised a flame thrower, which could have had dangerous consequences and would be a second-degree
9 felony.
10 • They were approaching the last two weeks of the open burn window. Temperatures would be going up and
11 they would be seeing a lot of high water and the potential for fires. They were trying to get the message out
12 to avoid high risk areas.

13
14 David Church.

- 15 • The summary judgement on the Clark appeal was scheduled for May 29th.
16 • In response to a question from Jason Thelin about the legality of kids on motorbikes racing along the roads
17 and sidewalks, Mr. Church said there was no place in town where one could legally ride a motorbike or
18 ATV unless it was on private property with the permission of the homeowner. If an ATV was street legal, it
19 could be driven on the road but only by a licensed driver. Chief Brian Gwilliam said they would be
20 producing a video on the subject.

21
22 Shane Sorensen reported that traffic would be down to one lane on Grove Drive from the 90-degree bend to the
23 Zurcher property. They were putting in a waterline extension for the Zolman development.

24
25 **VII. COUNCIL COMMUNICATION**

26
27 Carla Merrill asked how much longer they would be working on the 600 North/Main Street project. Shane Sorensen
28 said it would hopefully be completed in a few more days. He said the gas leak the other day was not the contractor's
29 fault. It had been mismarked.

30
31 Mayor Troy Stout

- 32 • He asked about enforcement of no motorized vehicles in Lambert Park. He'd seen a lot of tire tracks going
33 into the park from the end of Moyle Drive. Chief Gwilliam said they were going to have a staff meeting
34 about cracking down on offenders. Mayor Stout also said he'd like to see signage about not using the trails
35 when they were wet or muddy. It caused a lot of ruts, which could be hazardous.
36 • He asked about the possibly of putting stickers on recycling cans. A lot of people didn't know when to put
37 their cans out.

38
39 **VIII. EXECUTIVE SESSION:** None held.

40
41 **MOTION:** Kimberly Bryant moved to adjourn. Carla Merrill seconded. Ayes: 4 Nays: 0. Motion passed.

42
43 Ayes Nays
44 Jason Thelin None
45 Carla Merrill
46 Kimberly Bryant
47 Lon Lott

48
49 The meeting was adjourned at 10 pm.

ALPINE CITY SPECIAL MEETING
Alpine City Hall, 20 N. Main, Alpine, UT
June 6, 2019

1
2
3
4
5 **CALL MEETING TO ORDER:** The meeting was called to order at 6 pm by Mayor Troy Stout

6
7 The following were present:

8
9 Mayor Troy Stout

10 Council Members: Jason Thelin, Ramon Beck, Lon Lott

11 Staff: Shane Sorensen, Charmayne Warnock, Chief Brian Gwilliam, Chief Reed Thompson

12 Others: Jeff Brodie, Monty Domike, Alan Gilman, Jessica Smuin, David McManus, Richard James, Jennifer Stout,
13 Jeff Vincent

14
15 Mayor Troy Stout thanked the citizens for being present. He said he wanted to hear their thoughts on the City's need
16 to increase revenue to meet the cost of maintaining Alpine City's present level of emergency services. He explained
17 that Cedar Hills had left the Lone Peak Public Safety District, which left Alpine and Highland to cover all the costs.
18 While there was a resulting reduction in some of the costs such as reduced personnel, there were still the remaining
19 costs which would had to be covered by Alpine and Highland rather than split between three cities. He said both the
20 police and fire departments had pruned their budgets and reduced costs, but there would still be a shortfall. He said
21 the Council would be discussing the budget at their next meeting on June 11th and again on June 25th. He asked the
22 City Administrator and Budget Officer, Shane Sorensen, to present the proposed budget.

23
24 Shane Sorensen offered a Power Point Presentation showing the projected costs for both the police and fire
25 departments, and Alpine City's projected revenue. As Alpine's share of the Lone Peak Public Safety District
26 Budget, they were looking at an increase of \$423,633. Both the police and fire had made cuts in their budgets. The
27 fire department would reduce their personnel from nine firefighters/EMS to eight. Three would be stationed in
28 Alpine and three in Highland. The remaining two would be dedicated ambulance personnel to run the ambulance in
29 Highland. A fire truck would be stationed at the Alpine facility which also had ambulance capabilities so there
30 would be coverage for both cities.

31
32 In the police department, they were looking at incentives to improve officer recruitment and retention. Nationwide,
33 fewer people were interested in becoming policemen and there was a lot of competition between cities to recruit
34 officers. The Police Chief was proposing an increase of \$1.50 for the starting wage for an officer. They would also
35 offer a 401k plan to which the District contributed 2.5%. If the officer also contributed 2.5%, the District would
36 match that bringing the contribution to 5%. He explained that the pension plan for members hired after July 2011
37 was not as good as for those hired prior to that date under Tier 1. The 401k was to help offset that.

38
39 Shane Sorensen presented graphs showing tax rates in Utah County. Alpine City had the 3rd lowest overall tax rate
40 of all the cities in Utah County. They were proposing a tax rate that would increase the property taxes by
41 \$1.80/month for every \$100,000 in home value. The median home value in Alpine was \$573,000. For the average
42 home, that would be an increase of about \$125. He said Highland City was also looking at a tax increase or fee to
43 cover expenses.

44
45 At the conclusion of the presentation, Mayor Stout invited the citizens to comment.

46
47 Richard James – Ranch Drive. He asked the fire chief if he was correct in understanding that if they received two
48 911 calls at the same time, they had the capability of responding to both. Chief Thompson said that was correct.
49 Richard James said he loved the campaign for drivers to slow down. On his street, no went 25 mph or even 30. Kids
50 were driving ATVs and golf carts on the paved trail and he doubted any of them were over the age of sixteen. On
51 Saturdays they had motorcycle races. He said he would like to see more enforcement and said he felt Alpine could
52 afford to increase the budget to meet the public safety needs of the community.

53
54 Alan Gilman – Westfield Road. He said he didn't think anyone had used public safety more than his family. They
55 lived in an upscale community and he supported increasing the taxes for public safety.

1 Dave McManus – North Main. He said the police and fire did a great job and he felt the cities could do a better job
2 to support them. He was a retired police officer and served when they still had a volunteer fire department. The
3 community had grown and they needed the services offered by police and fire. He said the officers did the best they
4 could on what they had. There were days when they had more calls than they knew what to do with.
5

6 Alan Gilman – Westfield Road. He added that the police had always been very courteous. He'd seen things
7 happening in other parts of the country, but he hadn't seen that here. He said one thing that bothered him was when
8 he was driving the speed limit and looked in his rearview mirror and saw someone bearing down on him. The other
9 day someone was following him, half-a-car-length behind him. When he got to the stop sign, he got out to talk to the
10 driver and the man pulled a gun on him. He got back in his car.
11

12 Richard James – Ranch Drive. He asked if the City had ever signed up for Deer Creek water. Shane Sorensen said
13 they had signed up for CUP water but it was undeliverable to the City. They were working on it and he hoped they
14 would have that ability to receive the water by next fall.
15

16 Jessica Smuin – Moyle Drive. She said it was worth it to her for pay more for emergency services. She wasn't sure
17 why they had this minimalist attitude. She suggested the City look ahead and see if there was some way they could
18 generate revenue outside of real estate. She suggested looking at a commercial base rather than relying on residential
19 to carry the load. She said she supported a tax increase. When she had a 911 call, she wanted the service to be there.
20

21 Alan Gilman noted that the graph was a function of property values. Other towns had property with lower valuations
22 so their tax rates were higher. The homes in Alpine had a higher value so the rate could be lower. He said they really
23 ought to be at bottom end and provide services.
24

25 Jeff Vincent – Himalaya Court. He said he agreed with Alan Gilman. The levy was low because the property values
26 were higher. Regarding police and fire, had suggested that they look at being covered by the County rather than
27 having their own police and fire. He wanted to know what the cost would be of doing that.
28

29 Chief Reed Thompson said they could get the numbers, but they needed a partner that was willing. Utah County was
30 more geared toward wildland calls and they didn't provide emergency medical services. They had looked at those
31 options and didn't believe it was viable.
32

33 Jeff Vincent asked about metering the PI water and asked if they had paid off the bond. Shane Sorensen said there
34 was about six years left on the bond and was the only bond the city had, which spoke to their frugality. Mr. Vincent
35 also asked about the feasibility of requiring moisture sensors to conserve water. Lon Lott said they didn't work in
36 the desert. There were ground moisture sensors being developed which might be more effective.
37

38 Dave McManus said the reason Highland joined Alpine in the Lone Peak PSD was because they were dissatisfied
39 with American Fork. When a city went outside their area for service, they had to get permission from that provider
40 for everything they did. There was no autonomy. The officers got to the point where they did not answer to the city
41 or citizens. They answered to who wrote their checks. He said the Council needed to look at what happened in Salt
42 Lake County with their Unified Fire. They were down to 5 or 6 cities. The other cities had pulled out because they
43 felt they were getting the service they needed. They wanted to have more autonomy. He said Alpine needed to have
44 their own police and fire. They were part of the community. Chief Gwilliam agreed, saying the Lone Peak PSD was
45 very family oriented.
46

47 Mayor Stout thanked Shane Sorensen for his presentation and everyone for their comments and closed the meeting.
48

49 The meeting was closed at 7:20 pm.

**PARTIAL PAYMENT ESTIMATE
NO. 2**

Name of Contractor: BMEI		
Name of Owner: Alpine City		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 15-Sep-19	Original: \$671,595.00	From: 3-May-19
Revised:	Revised: \$671,595.00	To: 31-May-19
Description of Job: Alpine Pressurized Irrigation Installation Phase III		
Amount	This Period	Total To Date
Amount Earned	\$115,550.00	\$247,682.50
Retainage Being Held	\$5,777.50	\$12,384.13
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$125,525.87
Amount Due	\$109,772.50	\$109,772.51

Contractor's Construction Progress is ON SCHEDULE

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by Horrocks Engineers

Date: 6/5/2019



Kasey Chesnut
Project Manager

Accepted by: **BMEI**

Date: 6-5-19



Chad Walters
Project Manager

Approved By: **Alpine City**

Date: _____

Troy Stout
Mayor

Budget Code _____ Staff Initial _____

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
1	Mobilization	1	LS	\$26,990.00	\$26,990.00	0.00	0.25		\$6,747.50
2	Category 1 Install	1232	EA	\$330.00	\$406,560.00	239.00	537.00	\$78,870.00	\$177,210.00
3	Category 2 Install	136	EA	\$370.00	\$50,320.00	16.00	16.00	\$5,920.00	\$5,920.00
4	Category 3 Install	20	EA	\$390.00	\$7,800.00	19.00	19.00	\$7,410.00	\$7,410.00
5	Category 4 Install	20	EA	\$495.00	\$9,900.00	0.00	0.00		\$0.00
6	Install 1.5-inch	19	EA	\$860.00	\$16,340.00	0.00	0.00		\$0.00
7	Install 2-inch	24	EA	\$925.00	\$22,200.00	0.00	0.00		\$0.00
8	Surface Restoration Lawn	1180	EA	\$85.00	\$100,300.00	208.00	451.00	\$17,680.00	\$38,335.00
9	Surface Restoration Landscaped	155	EA	\$105.00	\$16,275.00	61.00	102.00	\$6,405.00	\$10,710.00
10	Surface Restoration Concrete / Paved	6	EA	\$1,110.00	\$6,660.00	-1.00	0.00	(\$1,110.00)	\$0.00
11	Surface Restoration Unimproved	110	EA	\$75.00	\$8,250.00	5.00	18.00	\$375.00	\$1,350.00
12	Item	0	LS	\$0.00	\$0.00	0.00	0.00		\$0.00
13	Item	0	LS	\$0.00	\$0.00	0.00	0.00		\$0.00
14	Item	0	LS	\$0.00	\$0.00	0.00	0.00		\$0.00
15	Item	0	LS	\$0.00	\$0.00	0.00	0.00		\$0.00
16	Item	0	LS	\$0.00	\$0.00	0.00	0.00		\$0.00
17	Item	0	LS	\$0.00	\$0.00	0.00	0.00		\$0.00
20	Item	0	LS	\$0.00	\$0.00	0.00	0.00		\$0.00
Subtotal					\$671,595.00			\$115,550.00	\$247,682.50

Total

\$671,595.00

	TOTAL		
AMOUNT RETAINED	\$115,550.00	\$247,682.50	
RETAINAGE RELEASED	\$5,777.50	\$12,384.13	
PREVIOUS RETAINAGE			\$6,606.63
PREVIOUS PAYMENTS			\$125,525.87
AMOUNT DUE	\$109,772.50	\$109,772.51	

Remit To:

KK&L ADMINISTRATION LLC
1106 S LEGACY VIEW STREET
SALT LAKE CITY UT 84104
Telephone: 801 679-6840

INVOICE



Invoice To:

Alpine City
20 NORTH MAIN
ALPINE UT 84004

For Work At:
ALPINE UT 84004

Invoice No. 79-998443

Invoice Date May 31 / 19

Our Division 7901 - Construction

Our Job No. 79010093

Our Customer No. 1122142

Your Ref. No.

Project: ALPINE CITY PRESS IRRIG MTR P3

Progress Application No. 2

Original Contract Amount 671,595.00

Approved Changes To Date

Revised Contract Amount 671,595.00

Work Completed To May 31 / 19 247,682.50

Less: Previously Invoiced 132,132.50

Gross Invoice Amount 115,550.00

Less: Holdback (5.0 %) (5,777.50)

Subtotal 109,772.50

Please Pay This Amount: USD 109,772.50

TERMS: 2% 10 Days, Net 30
Interest at 18% per
annum charged on
overdue accounts

Back-Up Detail

Invoice No.: 79-998443

Our Job No.: 79010093

Invoice Date: May 31 / 19

Contractor: KK&L ADMINISTRATION LLC

Work Completed To: May 31 / 19

Progress Application No.: 2

Item No.	Description of Work	Contract Amount				Billing Summary				Remaining Balance				
		Original		Revised		Quantity		Payment		This Period	Qty			
		Unit Price	Total	Unit Price	Total	To Date	Previous	To Date	Previous					
Original Contract														
1	Mobilization	LS	1.00	26,990.00	26,990.00	1.00	26,990.00	0.25	0.25	0.00	6,747.50	0.00	0.75	20,242.50
2	Cat 1 - Instl New 1" Water Met	EA	1,232.00	406,560.00	330.00	406,560.00	1,232.00	330.00	537.00	239.00	177,210.00	78,870.00	695.00	229,350.00
3	Cat 2 - Instl New 1" Water Met	LS	136.00	50,320.00	370.00	50,320.00	136.00	370.00	16.00	0.00	5,920.00	5,920.00	120.00	44,400.00
4	Cat 3 - Instl New 1" Water Met	LS	20.00	7,800.00	390.00	7,800.00	20.00	390.00	19.00	0.00	7,410.00	7,410.00	1.00	390.00
5	Cat 4 - Instl New 1" Water Met	EA	20.00	9,900.00	495.00	9,900.00	20.00	495.00	0.00	0.00	0.00	0.00	20.00	9,900.00
6	Instl New 1.5" Water Meters	EA	19.00	16,340.00	860.00	16,340.00	19.00	860.00	0.00	0.00	0.00	0.00	19.00	16,340.00
7	Instl New 2" Water Meters	EA	24.00	22,200.00	925.00	22,200.00	24.00	925.00	0.00	0.00	0.00	0.00	24.00	22,200.00
8	Surface Resto in Lawn Sod	EA	1,180.00	100,300.00	85.00	100,300.00	1,180.00	85.00	451.00	208.00	38,335.00	17,680.00	729.00	61,965.00
9	Surface Resto in Landscaped	EA	155.00	16,275.00	105.00	16,275.00	155.00	105.00	102.00	41.00	10,710.00	4,305.00	53.00	5,565.00
10	Surface Resto in Concrete Pave	EA	6.00	6,660.00	1,110.00	6,660.00	6.00	1,110.00	0.00	1.00	0.00	1,110.00	(1,110.00)	6,660.00
11	Surface Resto in Unimproved	EA	110.00	8,250.00	75.00	8,250.00	110.00	75.00	18.00	13.00	1,350.00	975.00	92.00	6,900.00
Subtotal				\$671,595.00	\$671,595.00		\$671,595.00		\$671,595.00		\$247,682.50	\$132,132.50		\$423,912.50
Original Contract Total				\$671,595.00	\$671,595.00		\$671,595.00		\$671,595.00		\$247,682.50	\$132,132.50		\$423,912.50
Total				\$671,595.00	\$671,595.00		\$671,595.00		\$671,595.00		\$247,682.50	\$132,132.50		\$423,912.50

Submitted By: _____

Date: _____

Approved By: _____

Date: _____

BMEI

827 N. Country Manor Ln	3 sod
848 N. Country Manor Ln	3 sod
866 N. Country Manor Ln	3 sod
781 N. Country Manor Ln	3 sod
770 N. Country Manor Ln	3 sod
732 N. Country Manor Ln	3 sod
358 N. 675 E. Alpine	3 sod
596 Ridge Lane	1 sod
587 Ridge Lane	3 sod
563 Ridge Lane	1 sod
580 Ridge Lane	3 sod
552 Ridge Lane	3 sod
528 Ridge Lane	3 sod
539 Ridge Lane	3 sod
477 Ridge Lane	3 sod
521 Ridge Rd	3 sod
501 Ridge Rd	3 sod
676 E Country Meadow Ln	3 sod
671 E Country Meadow Ln	3 sod
496 S Silver Lane	1 sod
512 S Silver Lane	1 sod
515 S Silver Lane	1 sod
541 S Silver Lane	1 sod
530 S Silver Lane	1 sod
556 S Silver Lane	1 sod
563 S Silver Lane	1 sod
584 S Silver Lane	1 sod
587 S Silver Lane	1 sod
598 S Silver Lane	1 sod
603 S Silver Lane	1 sod
637 Country Meadows Ln	2 sod
448 S. Silver Ln.	1 land
522 Ridge Dr	1 land
534 Ridge Dr	1 sod
360 Ridge Lane	1 sod
355 Ridge Lane	1 land

710 Ridge Lane	1 land
406 Ridge Lane	1 land
430 Ridge Lane	1 land
740 Ridge Crest Ct	1 sod
745 Ridge Crest Ct	1 land
719 Flannery Ln	1 un
712 Flannery Ln	1 un
742 Flannery Ln	1 land
846 Meadowbrook Dr	3 sod
874 Meadowbrook Dr	2 sod
9 Meadowbrook Dr	2 sod
20 Meadowbrook Dr	1 sod
55 Meadowbrook Dr	2 sod
54 Meadowbrook Dr	1 sod
76 Meadowbrook Dr	1 sod
97 Meadowbrook Dr	1 sod
110 Meadowbrook Dr	2 sod
115 Meadowbrook Dr	3 sod
1012 Meadowbrook Cir	2 sod
1052 Meadowbrook Cir	1 sod

S&E

395	Ridge	1	sod
450	Ridge	1	sod
470	Ridge	1	sod
504	Ridge	1	sod
508	Ridge	1	sod
512	Ridge	1	sod
513	Ridge	1	sod
507	Ridge	1	sod
495	Ridge	1	sod
288	Ridge	1	sod
318	Ridge	1	land
332	Ridge	1	land
378	Ridge	1	sod
340	Ridge	1	sod
385	Ponderosa	1	land
390	Ponderosa	1	land
373	Ponderosa	1	land
445	Ponderosa	1	sod
370	Silver Leaf	1	sod
375	Silver Leaf	1	land
395	Silver Leaf	1	sod
415	Silver Leaf	1	sod
425	Silver Leaf	1	sod
435	Silver Leaf	1	land
440	Silver Leaf	1	sod
455	Silver Leaf	1	sod
475	Silver Leaf	1	land
485	Silver Leaf	1	land
496	Silver Leaf	1	land
490	Silver Leaf	1	land
302	Wood	1	sod
295	Wood	1	sod
315	Wood	1	sod
335	Wood	1	sod
320	Wood	1	sod
355	Wood	1	sod
370	Wood	1	land
394	Wood	1	land
410	Wood	1	land
395	Wood	1	sod
432	Silver Lane	1	land

299	Maple	1	sod
395	Silver Circle	1	sod
251	Silver Circle	1	sod
360	Silver Circle	1	sod
380	Silver Circle	1	sod
348	Red Pine	1	land
355	Red Pine	1	sod
363	Red Pine	1	sod

KOA

720	E Ridge Dr	1	land
680	E Ridge Dr	1	sod
671	E Ridge Dr	1	sod
565	E Ridge Dr	1	sod
291	S 700 E	1	sod
273	S 700 E	1	sod
247	S 700 E	1	sod
211	S 700 E	1	sod
177	S 700 E	1	sod
151	S 700 E	1	sod
118	S 700 E	1	land
132	S 700 E	1	land
166	S 700 E	1	sod
188	S 700 E	1	sod
222	S 700 E	1	sod
256	S 700 E	1	sod
278	S 700 E	1	sod
726	E 100 S	1	sod
748	E 100 S	1	sod
767	E 100 S	2	sod
745	E 100 S	2	sod
717	E 100 S	2	sod
675	E 100 S	1	sod
655	E 100 S	1	land
642	E 100 S	1	land
658	E 100 S	1	land
325	S 600 E	1	sod
295	S 600 E	1	sod
310	S 600 E	1	sod
276	S 600 E	1	land
277	S 600 E	1	sod
242	S 600 E	1	sod
247	S 600 E	1	sod
225	S 600 E	1	sod
212	S 600 E	1	sod
199	S 600 E	1	sod
192	S 600 E	1	sod
174	S 600 E	1	sod
165	S 600 E	1	sod
274	S 600 E	1	land
156	S 600 E	1	sod
155	S 600 E	1	sod

619	S 600 E	1	un
49	S 600 E	1	sod
40	S 600 E	1	land
90	S 600 E	1	land
620	E 100 S	1	sod
568	River Meadow Dr	1	sod
531	River Meadow Dr	1	sod
546	River Meadow Dr	1	sod
512	River Meadow Dr	1	sod
522	River Meadow Dr	1	sod
506	River Meadow Dr	1	sod
493	River Meadow Dr	1	sod
488	River Meadow Dr	1	un
477	River Meadow Dr	1	sod
459	River Meadow Dr	1	sod
447	River Meadow Dr	1	sod
439	River Meadow Dr	1	sod
464	River Meadow Dr	1	sod
427	River Meadow Dr	1	sod
432	River Meadow Dr	1	land
414	River Meadow Dr	1	land
403	River Meadow Dr	1	sod
630	E Center St	1	land
650	E Center St	1	sod
670	E Center St	1	land
625	E Center St	1	sod
649	E Center St	1	sod
695	E Center St	1	sod
715	E Center St	1	sod
745	E Center St	1	sod
702	E Center St	1	sod
720	E Center St	1	land
775	E Center St	1	land
750	E Center St	1	land
30	Alpine Dr	1	sod
670	E 100 N	1	sod
650	E 100 N	1	land
655	E 100 N	1	sod
625	E 100 N	1	sod
140	E 100 N	1	sod
620	E 100 N	1	land
675	E 100 N	1	sod

701 E 100 N	1	land
767 E 100 N	1	sod
760 E 100 N	1	sod
730 E 100 N	1	sod
710 E 100 N	1	land
696 E 100 N	1	land

856 E 200 N	1	land
841 E 200 N	1	sod
817 E 200 N	1	sod
749 E 200 N	1	sod
727 E 200 N	1	sod
705 E 200 N	1	sod
681 E 200 N	1	land
659 E 200 N	1	sod
746 E 200 N	1	land
724 E 200 N	1	land
700 E 200 N	1	land
678 E 200 N	1	land

176 Applewood Dr	1	land
175 Applewood Dr	1	sod
147 Applewood Dr	1	land
115 Applewood Dr	1	land
103 Applewood Dr	1	sod

632 E 300 N	2	sod
662 E 300 N	2	land
692 E 300 N	2	sod
710 E 300 N	2	sod
726 E 300 N	2	sod
764 E 300 N	2	sod
820 E 300 N	2	sod
590 E 300 N	1	sod
602 E 300 N	1	sod

281 Alpine BLVD	1	un
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613 200 N	1	sod
637 200 N	1	sod
632 201 N	1	sod
656 202 N	1	sod

821 Village Way	1	sod
844 Village Way	1	sod
851 Village Way	1	sod
872 Village Way	1	sod

887 Village Way	1	sod
900 Village Way	1	sod
913 Village Way	1	land
932 Village Way	1	sod
941 Village Way	1	sod
950 Village Way	1	sod
971 Village Way	1	land
986 Village Way	1	sod
1006 Village Way	1	sod
4026 Village Way	1	sod
1048 Village Way	1	sod
1072 Village Way	1	sod
1096 Village Way	1	sod
1118 Village Way	1	sod
44 Village Ct	1	sod
14 Village Ct	1	sod
7 Village Ct	1	sod
2 Village Ct	1	sod
79 Lonepeak Dr	1	sod
45 Lonepeak Dr	1	land
7 Lonepeak Dr	1	land
8 Lonepeak Dr	1	sod
19 Lonepeak Dr	1	sod
65 Lonepeak Dr	1	sod
1139 Lonepeak Dr	1	sod
1165 Lonepeak Dr	1	sod
28 Lonepeak Dr	1	sod
1177 Mountain Oaks Cir	1	sod
1215 Mountain Oaks Cir	1	sod
1216 Mountain Oaks Cir	1	sod
1198 Mountain Oaks Cir	1	sod
16 Country Manor Ln	1	land
83 Country Manor Ln	1	sod
122 Country Manor Ln	1	sod
188 Country Manor Ln	1	sod
202 Country Manor Ln	1	sod
228 Country Manor Ln	1	sod
252 Country Manor Ln	1	sod
278 Country Manor Ln	1	sod
302 Country Manor Ln	1	sod
241 Country Manor Ln	1	sod
221 Country Manor Ln	1	sod
197 Country Manor Ln	1	sod

ALPINE CITY COUNCIL AGENDA

SUBJECT: The Ridge at Alpine – Preservation Easement

FOR CONSIDERATION ON: 11 June 2019

PETITIONER: Steve Zolman/Paul Kroff

ACTION REQUESTED BY PETITIONER: Approve the proposed Preservation Easement.

BACKGROUND INFORMATION:

The Ridge at Alpine Subdivision, Phase 1, received approval at the October 23, 2018, City Council Meeting, subject to several conditions. Condition No. 9 was brought back before the City Council at the November 13, 2018, City Council meeting for clarification. Staff needed details to be able to finalize the language of the conservation easement on the private open space included with the development. It was agreed that staff would bring the conservation easement agreement or preservation easement back to City Council for approval once the language was finalized. Included in the packet is the latest draft of the preservation easement, as well as the City Council meeting minutes from the two meetings previously mentioned.

STAFF RECOMMENDATION:

Review and considering approving the Grant of Preservation Easement.

UPON RECORDING RETURN TO:

Alpine City
Attn: David Church
20 North Main Street
Alpine, Utah 84004

Parcel Nos. 11:006:0001
11:045:0044

-----SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY-----

GRANT OF PRESERVATION EASEMENT

THIS GRANT OF PRESERVATION EASEMENT (“Grant”) is made and executed as of _____, 2019 (the “Effective Date”), by ZOLMAN HOLDINGS, LLC, a Utah limited liability company, OBERRE ALPINE FARMS, LLC, a Utah limited liability company, (collectively, (“Grantor”), whose address is _____, 1425 N Grove Drive, Alpine, UT 84004, to ALPINE CITY, a political subdivision of the State of Utah (“Holder”), whose address is 20 North Main, Alpine, Utah 84004.

WHEREAS, Grantor is the owner in fee simple of certain real property located in Utah County, consisting of approximately 54.85 acres, more particularly described and depicted as the “Private Open Space Non-Conservation Easement Area” on The Ridge at Alpine Subdivision Phase 1 Plat recorded with the Utah County Recorded on _____ 2019 as Entry No. _____, as shown generally in Exhibit A and depicted in Exhibit B attached hereto and incorporated by this reference (the “Property”);

WHEREAS, Grantor desires to grant a preservation easement over the Property;

WHEREAS, Grantor and Holder have negotiated Grantor’s granting of a perpetual preservation easement over the Property and desire to set forth in this grant the terms and conditions that will govern this Easement (as defined below);

WHEREAS, Grantor and Holder acknowledge and agree that the restrictions and obligations set forth in this Grant shall apply to the Property; and

WHEREAS, Holder agrees by accepting this Grant forever to honor the intentions of Grantor stated herein, and to preserve the Property subject to the restrictions and obligations set forth in this Grant.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, Grantor hereby voluntarily grants and conveys to Holder, its successors and assigns, a perservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as this “Easement”) forever and in perpetuity, rights including rights of enforcement hereunder.

Section 1.0. Purpose. The purpose of this Easement is to assure the Property will be retained in its natural, scenic, and open space condition in perpetuity. Grantor intends that this Easement will restrict the use of the Property in perpetuity to such activities as are consistent with the purposes of this Easement. This Easement shall not be construed to impose upon Grantor an affirmative obligation to take specific steps to maintain or improve the Property, or to incur any cost or expense to accomplish same.

Section 2.0. Prohibited Uses. Any activity or use of the Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited:

- 2.1 Development and Construction. Except as provided in Sections 4.1 and 4.3, development and construction of any buildings or structures on the Property, including, but not limited to, buildings intended for occupancy for residential purposes is prohibited;
- 2.2 Subdivision. Any division or subdivision of the Property or title to the Property, whether by physical or legal process, is prohibited;
- 2.3 Timber Harvesting. Timber Harvesting is prohibited. Trees may be cut to control insects and disease, to prevent personal injury and property damage and for firewood for domestic use only. Dead trees maybe harvested at Grantor's discretion for firewood or construction purposes;
- 2.4 Trash. The dumping or accumulation of any kind of trash or refuse on the Property is strictly prohibited. However, this shall not prevent the storage of agricultural products and by-products on the Property in accordance with all applicable government laws and regulations;
- 2.5 Mining. The commercial mining or extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method is prohibited;
- 2.6 Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property. Grantor's retained rights to use the Property for livestock grazing, pasture, stockwatering and related use, as set forth herein, shall not be deemed a prohibited commercial use; and
- 2.7 Hunting, Fishing or Trapping Activity. No Target shooting is allowed on the Property. No hunting, fishing or trapping activities shall be allowed on the Property, [except as as permitted by applicable law and as necessary to protect livestock on the Property.](#)

Section 3.0. Extinguishment of Development Rights. All rights to develop or use the Property for any purpose that is prohibited by, or that is inconsistent with this Easement, are hereby extinguished by Grantor.

Section 4.0. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property primarily to the preservation of open space and a hiking trail,

and the other uses which are described herein and which are consistent with this Easement's purpose. The following uses and practices by Grantor, though not an exhaustive recital of consistent uses and practices, are permitted under this Easement, and these uses shall not be precluded, prevented, or limited by this Easement:

- 4.1 Maintaining, repairing, relocating, removing and replacing the existing improvements on the Property, including, but not limited to, maintaining and repairing fences and utilities on the Property;
- 4.2 Removing brush and vegetation necessary to minimize the risk of wildfire on the Property;
- 4.3 Additional "wildlife friendly" fencing shall be permitted, designed and constructed in a manner that minimizes the adverse effect of the fencing on wildlife, the hiking trail described herein or on the natural features of the Property. In the event of destruction, deterioration or obsolescence of said fences, Grantor may replace the same with fences of similar size, function, and capacity. Grantor may install fencing or locate rocks along the hiking trail described herein;
- 4.4 Continuing current and historic modes and levels of ranching, including the pasturing, grazing, feeding, and care of livestock, including, but not limited to, horses, and cattle, and to maintain stockponds and stockwells on the Property, either replacement or new, provided they are used to continue the current and historic modes and levels of ranching. Grantor's activities may include those normally incident to range preservation and enhancement;
- 4.5 Maintaining and controlling any flood waters by use of dams or earth damming construction in order to prevent damage to the Property by flood waters or in order to improve or construct stockponds;
- 4.6 Utilizing the Property for recreational and educational uses including horseback riding and hiking;
- 4.7 Using agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with the frequency of application reasonably necessary to accomplish reasonable grazing and agricultural purposes, including weed control. All agrichemical use shall be in accordance with label directions and in compliance with applicable federal, state, and local laws, regulations, and requirements;
- 4.8 Preserving, repairing, maintaining, and replacing the existing roads and utility access across the Property and to relocate the existing roads and utility access on the Property when reasonably necessary to maintain the use thereof; and
- 4.9 Using ranch and related vehicles upon and across the Property consistent with this Grant.

Section 5.0. Reserved Rights. Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights accruing from the ownership of the

Property, including the right to engage in or permit, or to invite others to engage in, all uses of the Property that are not expressly prohibited herein and that are not inconsistent with the purposes of this Easement.

Section 6.0. Rights of Holder. To accomplish the purposes of this Easement, the following rights are conveyed to Holder by this Easement:

- 6.1. To take such actions as are reasonably necessary to preserve the Property;
- 6.2. In the event when emergency circumstances or prevention of a threatened material breach require, to enter the Property to enforce the terms of this Easement without notice while not unreasonably interfering with Grantor's use and quiet enjoyment of the Property;
- 6.3. To prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement and to require of the appropriate persons the restoration of such areas or features of the Property that are damaged by any activity or use that is inconsistent with the purposes of this Easement; and
- 6.4 To manage and administer the hiking trail described below in Section 7, and to take all necessary steps to prevent trespassing upon the Property by anyone utilizing the hiking trail.

Section 7.0. Easement Access and Trail Use.

- 7.1 Holder's Access. Holder, and not the general public, shall have reasonable ingress and egress over the Property to accomplish the purposes of this Easement as identified in section 6. The purpose of this right of access is to allow Holder to obtain access to the Property for purposes of evaluating and administering it in accordance with the terms of this Grant. With the exception of the right to maintain a hiking trail in strict accordance with section 7.2 below, no right of access by the general public to any portion of the Property is conveyed or created by this Grant. The access granted by this section 7.1 is not intended to provide access for the hiking trail, which trail use and access is described and defined in the following section 7.2.
- 7.2 Trail Use and Access. Grantor grants to Holder the right to maintain a public trail (the "**Trail**") as part of the Alpine City Trail System for use by the general public, to be located only on the Property and only in the location depicted on the attached Exhibit CB. Holder agrees to post sufficient number of signs to alert all users of the Trail that it is only a hiking and nature trail, that the public may not operate motorized vehicles on the Trail, that the Trail may only be used by hikers, cyclists and horseback riders, and that the public will be trespassing on private property if they stray from the Trail. Holder shall install such protective measures as may be necessary to prevent or impede motor vehicle use of the Trail. Nothing in this section shall be interpreted as to prevent Grantor from crossing or utilizing the Trail or portions thereof with a motorized vehicle. Holder agrees to cooperate in efforts

to fence or locate barriers, including boulders, along the Trail as may be necessary or where there have been instances of members of the public straying from the Trail.

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Section 9.0. Costs, Liabilities, Taxes, and Environmental Compliance.

9.1. Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use which shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any mechanics' or materialmen's liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantor. Holder shall keep the Property and Easement free of any mechanics' and materialmen's liens arising out of any work performed for, materials furnished to, or obligations incurred by Holder.

9.2. Taxes. Grantor shall pay, before delinquency, any and all taxes, assessments, fees, and charges levied or assessed by competent authority on the Property (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Holder with satisfactory evidence of payment upon request. Holder agrees to cooperate in Grantor's efforts to have the Property taxed as greenbelt or at a reduced property tax rate as a result of the Easement and shall cooperate in allowing such complementary uses as may be necessary to achieve the preferred and lower property tax rate.

9.3. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property, provided that nothing in this Section purports to apply to fertilizers, biocides or other such permitted substances incident to stockraising and ranching activities;
- (b) There are not now any underground storage tanks (other than for water) located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed

from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

- (c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- (e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, local law, regulation, or requirement applicable to the Property and its use, nor do there exist any facts or circumstances that the Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

- 9.4. Remediation. If at any time there occurs, or has occurred, an unlawful release by Grantor or by any of Grantor's family members, employees, agents, contractors, or invitees (other than Holder) in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.
- 9.5. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("**CERCLA**").
- 9.6. Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Holder and its members, directors, officers, attorneys, employees, agents, and contractors and its heirs, personal representatives, successors, volunteers and assigns each of them (collectively "**Indemnified Parties**") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from: (1) injury to or the death of any person, or physical damage to any property, resulting from any act or omission of Grantor occurring on or about the Property; (2) Grantor's violation of, or failure to comply with, any state, federal, or local law, regulation, or requirement in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter, except as contemplated or permitted hereunder. Grantor and Holder agree that the

purpose of the foregoing indemnity provision is to require the Grantor to bear the expense of the aforesated claims made by a third party against the Holder which arise solely because the Holder has an interest in the Property as a result of this Easement. Nothing herein shall require that Grantor indemnify, defend or hold harmless any of the Indemnified Parties for any injury, death, physical damage, property damage, personal injury or any other damage, cost, expense or liability caused by the acts, omissions or negligence of any Indemnified Parties, nor for any injury, death, physical damage, property damage, personal injury or any other damage, cost, expense or liability caused by third parties and not the fault of Grantor. Holder shall at all times maintain commercial general liability insurance insuring Holder for acts or omissions giving rise to personal injury or property damage.

Section 10.0. Extinguishment/ Condemnation.

10.1. Extinguishment. If an unexpected change occurs in the conditions surrounding the Property that makes the continued use of the Property for the purposes identified herein impossible or impractical, this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

10.2. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, thereby making the continued use of the Property for the purposes identified herein impossible or impractical, the proceeds thereof shall be paid to Grantor.

Section 11.0. Assignment of Holder's Interest. This Easement is not transferable by Holder without the express written consent of Grantor or the then current owner of fee title to the Property. As a condition of any such assignment, Holder shall require that an assignee expressly accept such assignment, assume the obligations of Holder hereunder, and agree in writing that the purposes that this Grant is intended to advance shall continue to be carried out following the assignment. Any assignment without the required consent as stated herein, shall be void and of no effect.

Section 12.0 Amendment of the Easement. Notwithstanding the provisions related to the extinguishment of this Easement, if circumstances arise under which an amendment to or modification of the Easement would be appropriate, Grantor and Holder may mutually agree to amend the Easement. Any such amendment shall be consistent with the purposes of the Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Utah County, Utah recorder.

Section 13.0. Subsequent Transfers by Grantor. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Holder of the transfer of any interest in the Property subject to this Easement at least thirty (30) days prior to the date of such transfer. The failure of

Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

Section 14.0. Recordation. Holder shall record this instrument in a timely fashion in the official records of Utah County, and may re-record it at any time as may be required to preserve Holder's rights in this Easement.

Section 15.0. General Provisions.

- 15.1. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the other party at the address shown at the beginning of this Easement, or at such other address as a party may hereafter specify by written notice to the other parties or at such address maintained by the Division of Corporation and Commercial Code, Utah Department of Commerce.
- 15.2. Grant in Perpetuity. Subject to Sections 10.1, and 10.2 hereof, the Easement herein granted shall be a burden upon and shall run with the Property in perpetuity and shall bind Grantor and Grantor's respective personal representatives, heirs, successors, and assigns forever.
- 15.3. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 15.4. Severability. If any provision of this Easement, or the application thereof, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to circumstances or persons other than those to which it is found invalid, shall not be affected so long as the purposes of this Easement are not unduly frustrated.
- 15.5. Entire Agreement. This instrument sets forth the entire agreement between the parties with respect to this Easement.
- 15.6. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Easement. Notwithstanding which of the parties may be deemed to have prepared this Easement, this Easement shall not be interpreted either for or against Grantor or Holder, but this Easement shall be interpreted in accordance with the general tenor of the language in an effort to carry out the purposes of this Easement.
- 15.7. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties, hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Holder" wherever used herein, and any pronouns used in place thereof, shall

include, respectively, the above-named Grantor its successors, and assigns, and the above-named Holder and its successors and assigns.

- 15.8. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 15.9. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[Signature page to follow]

TO HAVE AND TO HOLD, the said Easement unto the said Holder, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Grant of Preservation Easement as of the Effective Date:

ZOLMAN HOLDINGS, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

State of Utah)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, the _____ of ZOLMAN HOLDINGS, LLC, a Utah limited liability company.

~~**OBERRE ALPINE FARMS, LLC,**~~
~~a Utah limited liability company~~

~~By: _____
Name: _____
Its: _____~~

~~State of Utah _____)
) ss.
County of _____)~~

~~The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, the _____ of OBERRE ALPINE FARMS, LLC, a Utah limited liability company.~~

[Signatures Continue on Follow Page]

|

|

The undersigned Holder hereby accepts the foregoing Grant of Preservation Easement.

ALPINE CITY,
a political subdivision of the State of Utah

By _____
Troy Stout, Mayor

Attest:

City Recorder, Alpine City

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____, 2019 by TROY STOUT, Mayor of Alpine City, as Holder.

Notary Public

EXHIBIT A

PROPERTY DESCRIPTION AND DEPICTION

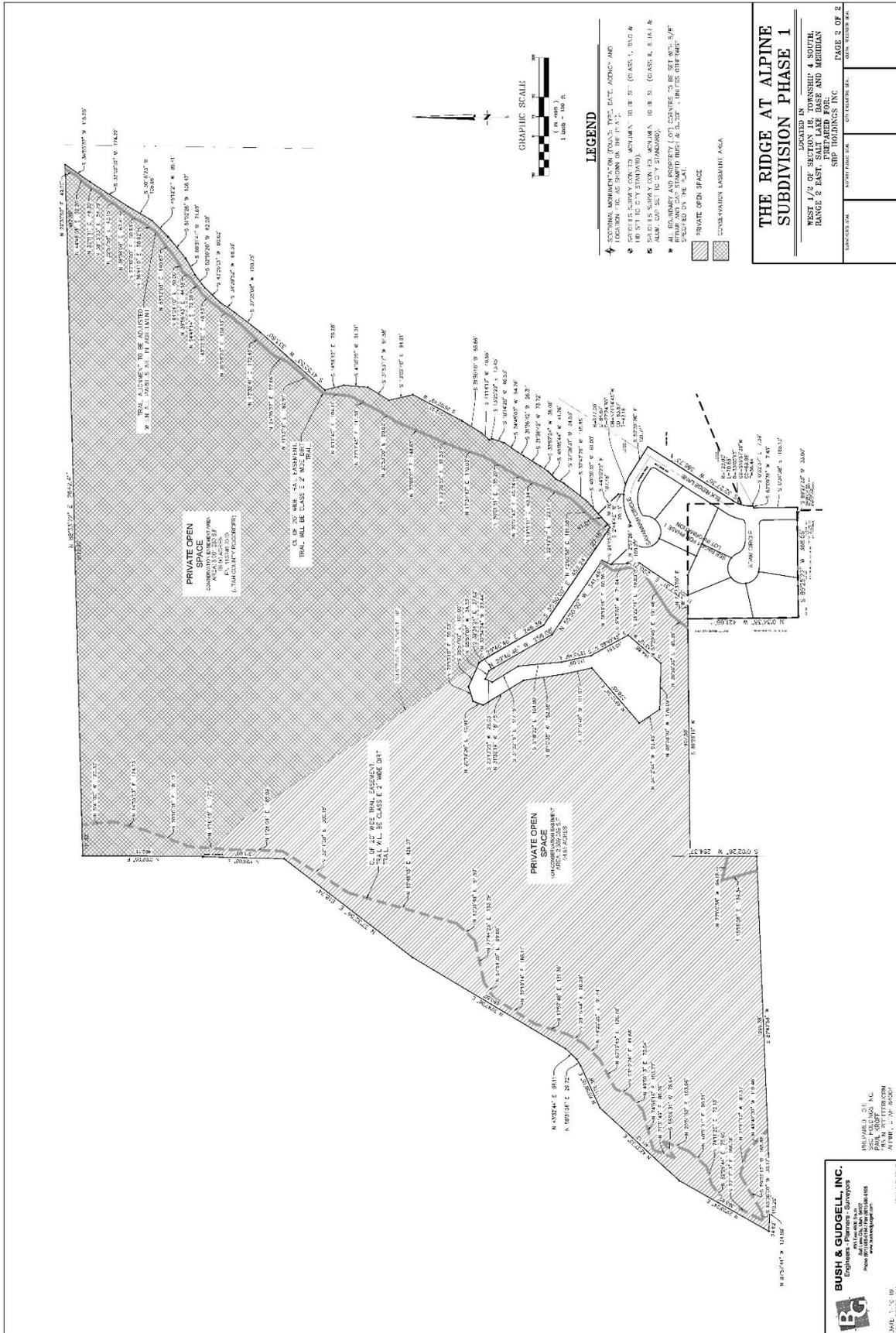
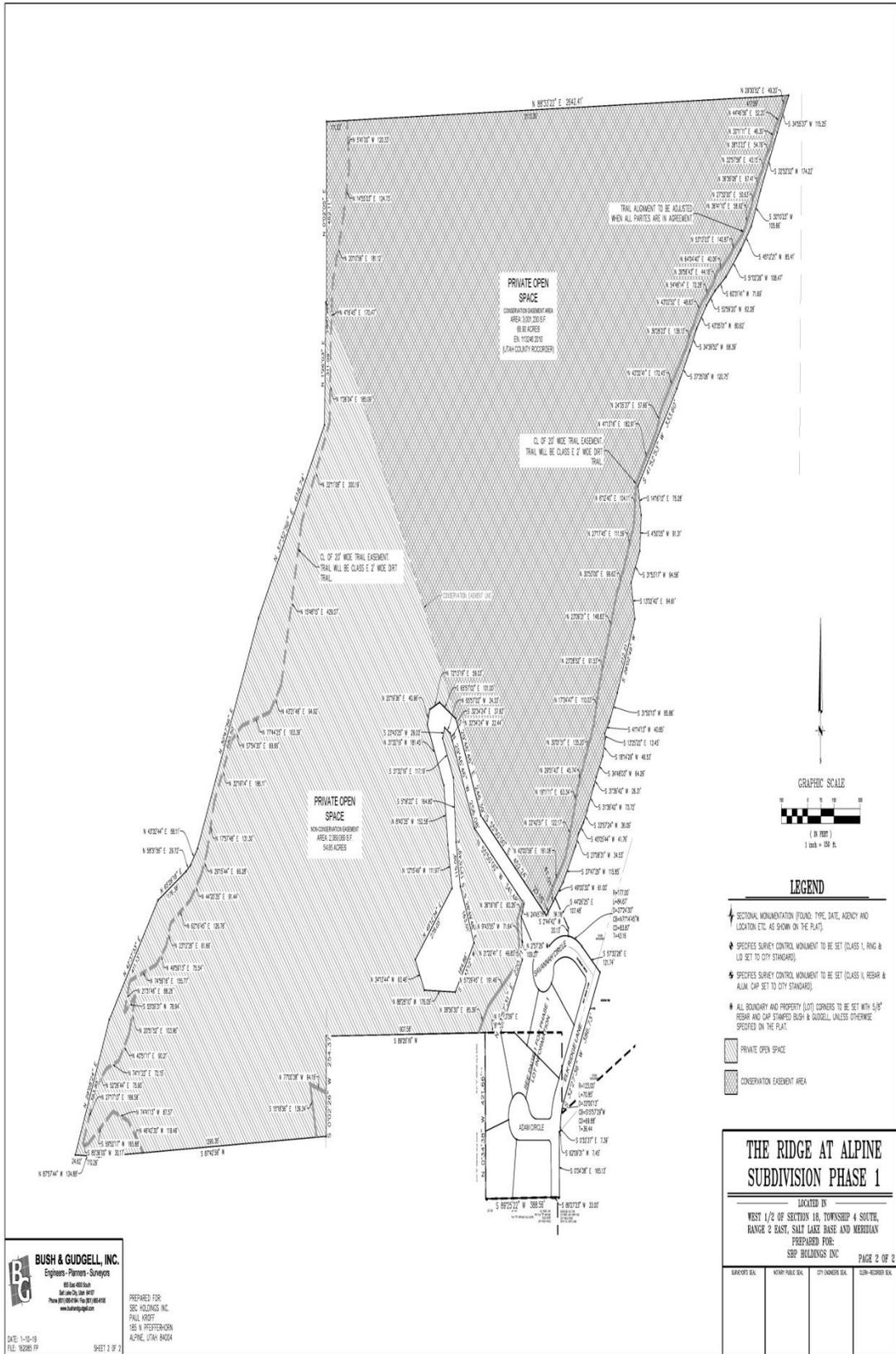


EXHIBIT B

PROPERTY DEPICTION

~~EXHIBIT C~~

MAP OF TRAIL



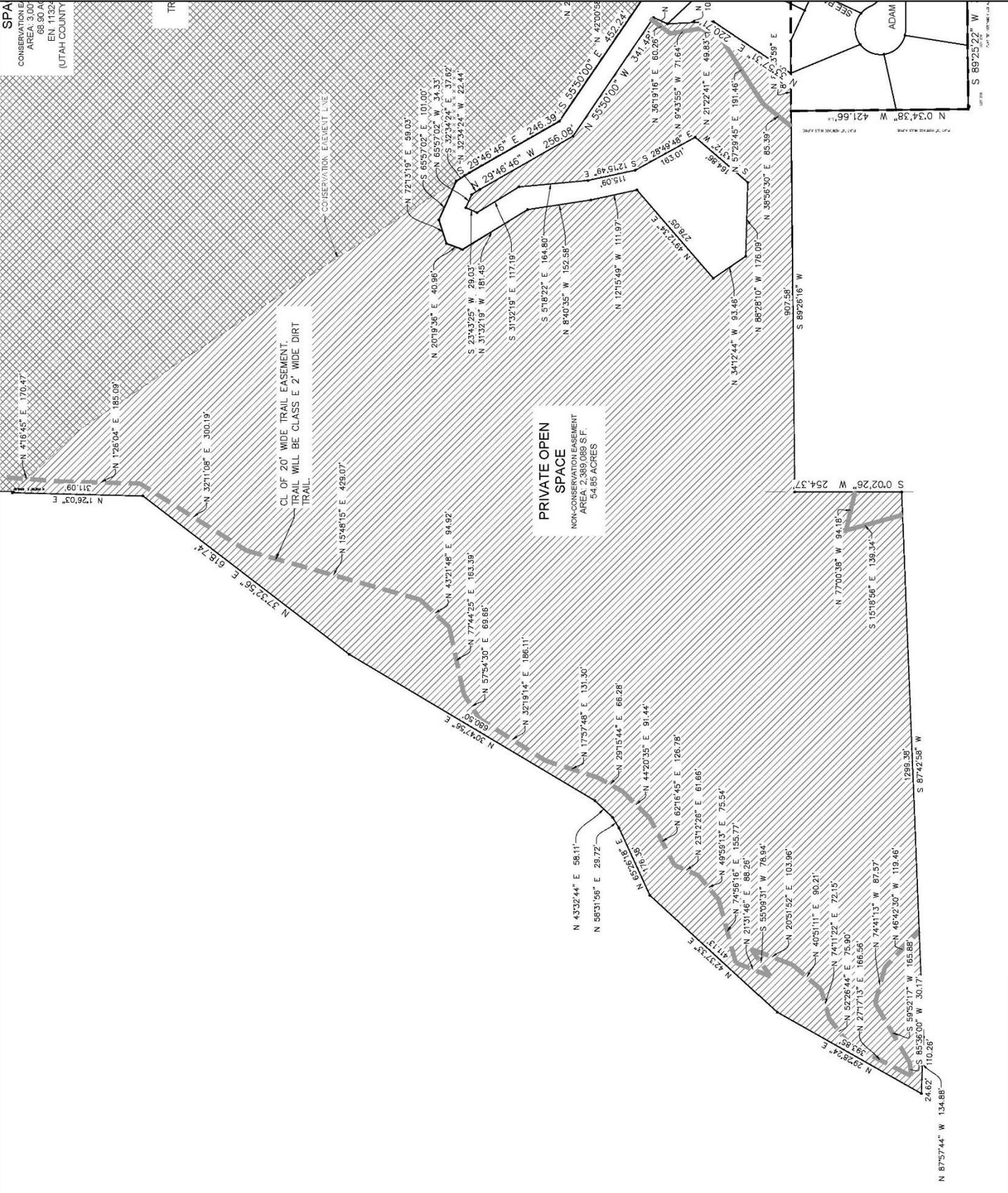
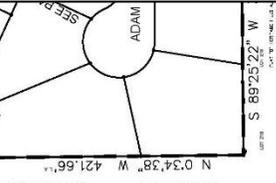
SPA
CONSERVATION EASEMENT
AREA: 3.00 ACRES
68.90 ACRES
EN 11322
UTAH COUNTY

TR

CONSERVATION EASEMENT LINE

CL OF 20' WIDE TRAIL EASEMENT.
TRAIL WILL BE CLASS E 2' WIDE DIRT TRAIL.

PRIVATE OPEN SPACE
MOKKONGSANG EASEMENT
AREA: 2.9809 ACRES
64.65 ACRES



UPON RECORDING RETURN TO:

Alpine City
Attn: David Church
20 North Main Street
Alpine, Utah 84004

Parcel Nos. 11:006:0001
11:045:0044

-----SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY-----

GRANT OF PRESERVATION EASEMENT

THIS GRANT OF PRESERVATION EASEMENT (“**Grant**”) is made and executed as of _____, 2019 (the “**Effective Date**”), by ZOLMAN HOLDINGS, LLC, a Utah limited liability company, (“**Grantor**”), whose address is 1425 N Grove Drive, Alpine, UT 84004, to ALPINE CITY, a political subdivision of the State of Utah (“**Holder**”), whose address is 20 North Main, Alpine, Utah 84004.

WHEREAS, Grantor is the owner in fee simple of certain real property located in Utah County, consisting of approximately 54.85 acres, more particularly described and depicted as the “Private Open Space Non-Conservation Easement Area” on The Ridge at Alpine Subdivision Phase 1 Plat recorded with the Utah County Recorded on _____ 2019 as Entry No. _____, as shown generally in Exhibit A attached hereto and incorporated by this reference (the “**Property**”);

WHEREAS, Grantor desires to grant a preservation easement over the Property;

WHEREAS, Grantor and Holder have negotiated Grantor’s granting of a perpetual preservation easement over the Property and desire to set forth in this grant the terms and conditions that will govern this Easement (as defined below);

WHEREAS, Grantor and Holder acknowledge and agree that the restrictions and obligations set forth in this Grant shall apply to the Property; and

WHEREAS, Holder agrees by accepting this Grant forever to honor the intentions of Grantor stated herein, and to preserve the Property subject to the restrictions and obligations set forth in this Grant.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, Grantor hereby voluntarily grants and conveys to Holder, its successors and assigns, a preservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as this “**Easement**”) forever and in perpetuity, rights including rights of enforcement hereunder.

Section 1.0. Purpose. The purpose of this Easement is to assure the Property will be retained in its natural, scenic, and open space condition in perpetuity. Grantor intends that this Easement will restrict the use of the Property in perpetuity to such activities as are consistent with the purposes of this Easement. This Easement shall not be construed to impose upon Grantor an affirmative obligation to take specific steps to maintain or improve the Property, or to incur any cost or expense to accomplish same.

Section 2.0. Prohibited Uses. Any activity or use of the Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited:

- 2.1 Development and Construction. Except as provided in Sections 4.1 and 4.3, development and construction of any buildings or structures on the Property, including, but not limited to, buildings intended for occupancy for residential purposes is prohibited;
- 2.2 Subdivision. Any division or subdivision of the Property or title to the Property, whether by physical or legal process, is prohibited;
- 2.3 Timber Harvesting. Timber Harvesting is prohibited. Trees may be cut to control insects and disease, to prevent personal injury and property damage and for firewood for domestic use only. Dead trees maybe harvested at Grantor's discretion for firewood or construction purposes;
- 2.4 Trash. The dumping or accumulation of any kind of trash or refuse on the Property is strictly prohibited. However, this shall not prevent the storage of agricultural products and by-products on the Property in accordance with all applicable government laws and regulations;
- 2.5 Mining. The commercial mining or extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method is prohibited;
- 2.6 Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property. Grantor's retained rights to use the Property for livestock grazing, pasture, stockwatering and related use, as set forth herein, shall not be deemed a prohibited commercial use; and
- 2.7 Hunting, Fishing or Trapping Activity. No Target shooting is allowed on the Property. No hunting, fishing or trapping activities shall be allowed on the Property, except as as permitted by applicable law and as necessary to protect livestock on the Property.

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- 4.3 Additional "wildlife friendly" fencing shall be permitted, designed and constructed in a manner that minimizes the adverse effect of the fencing on wildlife, the hiking trail described herein or on the natural features of the Property. In the event of destruction, deterioration or obsolescence of said fences, Grantor may replace the same with fences of similar size, function, and capacity. Grantor may install fencing or locate rocks along the hiking trail described herein;
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- (b) There are not now any underground storage tanks (other than for water) located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed

from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

- (c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- (e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, local law, regulation, or requirement applicable to the Property and its use, nor do there exist any facts or circumstances that the Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

9.4. Remediation. If at any time there occurs, or has occurred, an unlawful release by Grantor or by any of Grantor's family members, employees, agents, contractors, or invitees (other than Holder) in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

9.5. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("**CERCLA**").

9.6. Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Holder and its members, directors, officers, attorneys, employees, agents, and contractors and its heirs, personal representatives, successors, volunteers and assigns each of them (collectively "**Indemnified Parties**") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from: (1) injury to or the death of any person, or physical damage to any property, resulting from any act or omission of Grantor occurring on or about the Property; (2) Grantor's violation of, or failure to comply with, any state, federal, or local law, regulation, or requirement in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter, except as contemplated or permitted hereunder. Grantor and Holder agree that the

purpose of the foregoing indemnity provision is to require the Grantor to bear the expense of the aforesated claims made by a third party against the Holder which arise solely because the Holder has an interest in the Property as a result of this Easement. Nothing herein shall require that Grantor indemnify, defend or hold harmless any of the Indemnified Parties for any injury, death, physical damage, property damage, personal injury or any other damage, cost, expense or liability caused by the acts, omissions or negligence of any Indemnified Parties, nor for any injury, death, physical damage, property damage, personal injury or any other damage, cost, expense or liability caused by third parties and not the fault of Grantor. Holder shall at all times maintain commercial general liability insurance insuring Holder for acts or omissions giving rise to personal injury or property damage.

Section 10.0. Extinguishment/ Condemnation.

- 10.1. Extinguishment. If an unexpected change occurs in the conditions surrounding the Property that makes the continued use of the Property for the purposes identified herein impossible or impractical, this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.
- 10.2. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, thereby making the continued use of the Property for the purposes identified herein impossible or impractical, the proceeds thereof shall be paid to Grantor.

Section 11.0. Assignment of Holder's Interest. This Easement is not transferable by Holder without the express written consent of Grantor or the then current owner of fee title to the Property. As a condition of any such assignment, Holder shall require that an assignee expressly accept such assignment, assume the obligations of Holder hereunder, and agree in writing that the purposes that this Grant is intended to advance shall continue to be carried out following the assignment. Any assignment without the required consent as stated herein, shall be void and of no effect.

Section 12.0 Amendment of the Easement. Notwithstanding the provisions related to the extinguishment of this Easement, if circumstances arise under which an amendment to or modification of the Easement would be appropriate, Grantor and Holder may mutually agree to amend the Easement. Any such amendment shall be consistent with the purposes of the Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Utah County, Utah recorder.

Section 13.0. Subsequent Transfers by Grantor. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Holder of the transfer of any interest in the Property subject to this Easement at least thirty (30) days prior to the date of such transfer. The failure of

Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

Section 14.0. Recordation. Holder shall record this instrument in a timely fashion in the official records of Utah County, and may re-record it at any time as may be required to preserve Holder's rights in this Easement.

Section 15.0. General Provisions.

- 15.1. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the other party at the address shown at the beginning of this Easement, or at such other address as a party may hereafter specify by written notice to the other parties or at such address maintained by the Division of Corporation and Commercial Code, Utah Department of Commerce.
- 15.2. Grant in Perpetuity. Subject to Sections 10.1, and 10.2 hereof, the Easement herein granted shall be a burden upon and shall run with the Property in perpetuity and shall bind Grantor and Grantor's respective personal representatives, heirs, successors, and assigns forever.
- 15.3. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 15.4. Severability. If any provision of this Easement, or the application thereof, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to circumstances or persons other than those to which it is found invalid, shall not be affected so long as the purposes of this Easement are not unduly frustrated.
- 15.5. Entire Agreement. This instrument sets forth the entire agreement between the parties with respect to this Easement.
- 15.6. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Easement. Notwithstanding which of the parties may be deemed to have prepared this Easement, this Easement shall not be interpreted either for or against Grantor or Holder, but this Easement shall be interpreted in accordance with the general tenor of the language in an effort to carry out the purposes of this Easement.
- 15.7. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties, hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Holder" wherever used herein, and any pronouns used in place thereof, shall

include, respectively, the above-named Grantor its successors, and assigns, and the above-named Holder and its successors and assigns.

- 15.8. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 15.9. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[Signature page to follow]

TO HAVE AND TO HOLD, the said Easement unto the said Holder, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Grant of Preservation Easement as of the Effective Date:

ZOLMAN HOLDINGS, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

State of Utah)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, the _____ of ZOLMAN HOLDINGS, LLC, a Utah limited liability company.

[Signatures Continue on Follow Page]

The undersigned Holder hereby accepts the foregoing Grant of Preservation Easement.

ALPINE CITY,
a political subdivision of the State of Utah

By _____
Troy Stout, Mayor

Attest:

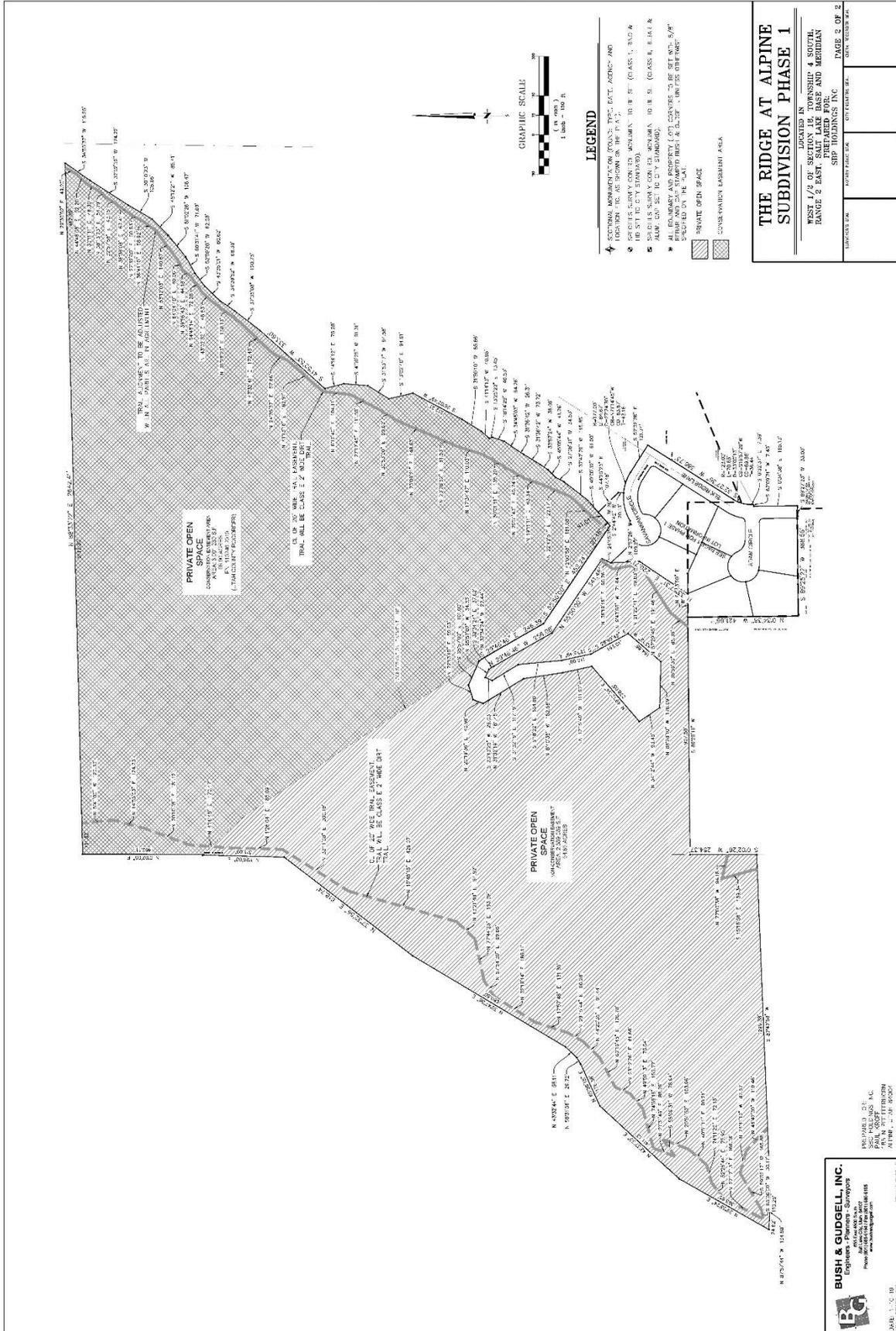
City Recorder, Alpine City

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____, 2019 by TROY STOUT, Mayor of Alpine City, as Holder.

Notary Public

EXHIBIT A PROPERTY DESCRIPTION AND DEPICTION



THE RIDGE AT ALPINE SUBDIVISION PHASE I	
LACATED IN WEST 1/2 OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 6 EAST, MERIDIAN 10 WEST AND PREPARED FOR: SHIP HOLDINGS INC.	SHEET NO. 18 CITY CENTER, ILL. DATE: 02/03/10
PAGE 2 OF 2	



BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 10000 N. W. 11th St., Suite 100
 Miami, FL 33150
 Phone: 305.444.4444
 Fax: 305.444.4444
 www.bushandgudgell.com

Sheet 17 of 2

ALPINE CITY COUNCIL MEETING
Alpine City Hall, 20 N. Main, Alpine, UT
October 23, 2018

I. CALL MEETING TO ORDER: The meeting was called to order at 7:00 pm by Mayor Troy Stout. The following were present and constituted a quorum:

A. Roll Call

Mayor Troy Stout

Councilmembers: Jason Thelin, Carla Merrill, Lon Lott, Ramon Beck

Councilmembers not present: Kimberly Bryant

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

Others: Kelly Palmer, Dale Buxton – Bank of American Fork, Stephan Neelman, Gale Rudolph, Mike Russon, Heidi Ainge, Paul Kroff, Breezy Anson, Rob Burgess, Cori Russon, Mike Russon, Sherrie Mehl, Will Jones

B. Prayer: Troy Stout

C. Pledge of Allegiance: Lon Lott

II. CONSENT CALENDAR

A. Minutes of the City Council meeting of October 9, 2018

MOTION: Lon Lott moved to approve consent calendar. Carla Merrill seconded. Ayes: 3 Nays: 0. Ramon Beck was not present at the time of the motion.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Carla Merrill	
Lon Lott	

III. PUBLIC COMMENT

Sherrie Mehl – 149 N. 300 E. Ms. Mehl said she had a statement she wanted to make about Alpine Days which she read to the Council. Basically, her statement was that while she appreciates all the time and work that goes into Alpine Days, she wishes it would return to a more hometown type celebration that it was a few years ago. The statement is included at the end of the minutes.

IV. REPORTS and PRESENTATIONS

A. Financial Report: Shane Sorensen presented the financial report. He said the sale tax revenue typically lagged and there were some items under seasonal parks employees and the PI fund that needed to be corrected. Expenses for the PI meter replacements were incurred earlier but the reimbursement grant was not received until recently. They had just received the first reimbursement check of \$330,000 but it was not reflected in the current finance report. The reimbursement would bring it back into balance. He said everything else was in line for where it should be for that time of year.

V. ACTION/DISCUSSION ITEMS

A. Setback Exception Request – Gateway Historic & Business Commercial Zone – Bank of American Fork: Mayor Stout said they would move this item down farther on the agenda until Ramon Beck could participate.

B. The Ridge at Alpine Subdivision, Phase I – Final – Paul Kroff: Austin Roy said Phase I consisted of 9 lots ranging in size from 0.46 acre to 3.15 acres on approximately 133.68 acres. They were proposing 123.74 acres of private open space within that acreage. The project was a PRD located in the CR-40,000 zone, which allowed varying lot sizes. The developer had not requested increased density.

The Planning Commission had reviewed the subdivision and made a motion to recommend approval, but their motion did not pass. They had three ayes and two nays. According to Alpine City ordinance and state code, a quorum of aye votes was required for a motion to pass. A quorum for Alpine City's Planning Commission, which has seven members, would be four.

City Planner, Austin Roy, reviewed the issues with the proposed subdivision.

1. The first issue that needed to be resolved was the variable speed pump that was required for the development. Shane Sorensen said city staff was still trying to decide what would work best.
2. A secondary access would be required for Phase I. The fire chief had approved a temporary connection from Elk Ridge Lane to Grove Drive as the secondary access, which would need to be maintained and have an all-weather surface. Shane Sorensen said part of the road was paved and the rest was gravel. David Church said that since it was temporary and not a dedicated road, the developer would need to maintain it and it would need to remain open and accessible. Paul Kroff said it would not be gated. David Church said the Annexation Agreement required dedication of the right-of-way for the secondary access in the first phase.
3. There had been a question about the elevation of lot 72 in relation to Deer Crest Court in Heritage Hills. Austin Roy said lot 72 had an elevation of 5340 feet which was about 100 feet higher than Deer Crest Court which was 5230 feet. He said the Planning and Zoning staff had an issue with lot 72 which did not meet the scenic intent and clustering requirements for a PRD.
4. The trail head was located at the beginning of the road up to lot 72 and was adjacent to another building lot. There would need to be some kind of screening between the trailhead parking lot and the adjacent lots. A park was planned in another phase which would also need screening between it and adjacent lots.
5. Lot 70 had double frontage but could be accessed only from the culdesac.
6. There were a number of engineering issues. Austin Roy said most of the redlines had been addressed.
7. The Grant residence would need to be demolished along with the sewer/septic system. Proper documentation would need to be provided.
8. The developer would need to meet the water policy with Alpine Irrigation water shares.
9. The developer would need to provide cost estimates for offsite improvements and provide funds to the City to cover the cost of the future improvements on Grove Drive.
10. The retaining wall on lot 72 did not meet current engineering standards and would need to be addressed. Staff determined it was not structurally sound and would need to come down. There were already erosion problems with it.
11. Trail alignment.

Discussion on trails

Paul Kroff said they had gone out and flagged the trails and determined that the proposed trail was not going to work. The biggest challenge was the steepness of the ground. A different alignment was proposed which was more moderate and could be a two-way trail. It would be closer to some of the lots but there was a lot of scrub oak which could provide some privacy.

Breezy Anson from the Trail Committee was invited to present information from the trail committee. He reviewed his experience of walking the trails and showed on the map where the trails would be located. There was a lengthy discussion about the trails and what the Council would and would not accept. The City needed a letter from the trail committee signing off on the trail alignment in the subdivision.

Troy Stout said the trail committee had determined that the trail through the conservation easement wasn't very usable and was willing to abandon it in exchange for getting what they wanted on other trails. David Church said they would need to amend the conservation easement to reflect that, and it should be included in the motion.

Shane Sorensen noted that trail easements needed to be shown on the plat as 20 feet wide rather than 10 feet, and deeded in fee simple to the City.

Discussion on private open space

Jason Thelin asked if the Council could change the terms of the private open space agreement later on if they needed to. David Church it could be done only with the cooperation of the entity that owned it, which would most likely be the HOA.

The attorney for the Ridge at Alpine said the HOA would be obligated to enter into covenants for the private open space that would be similar to the covenants in the conservation easement.

Jason Thelin said he was concerned that if there was fencing in the private open space, it would interfere with the trail. He wanted to know how the open space would be used?

Paul Kroff said it was their intent that fences would be pulled in so they did not intersect the trails.

Jason Thelin said he didn't think it had been the Council's intent that the private open space could be used for grazing when they approved it as private. There followed a discussion about grazing rights in the private open space. Mr. Thelin questioned if other members of the HOA would be okay with one member using the open space for grazing. He said he felt that grazing, fencing, motorized vehicles, shooting and trapping should be prohibited in the private open space.

Discussion on lot 72

Lon Lott said lot 72 had always been a concern. It was discussed in the minutes of September 2016 when they got a new concept plan. The purpose of a PRD was to move larger lots up onto the hill in order to have less density higher up, and lots were to be clustered. He recalled Paul Kroff saying that if the development plan met the ordinance they had a right to build lot 72. Lon Lott said the lot concerned him. He didn't feel it met the intent of the PRD.

Austin Roy read the definition of a cluster. He said the interpretation by staff was that homes were to be kept together to keep the open space open.

Carla Merrill said she didn't like lot 72. She did not feel it was in line with the PRD or Open Space ordinances where the intent was to preserve the viewscapes and natural ridgelines. She said lot 72 destroyed all that.

Jason Thelin said he used to be opposed to lot 72 but believed they could work with it.

The attorney for the Ridge at Alpine said he did not believe Alpine City's ordinance had specific criteria to prohibit the lot. The ordinance stated that lots needed to be clustered, not the houses, and the lot itself was clustered with the other lots. If some aspect of an ordinance was unclear and went to court, it was interpreted in favor of the landowner. The area where the house would be located was identified as an area suitable for development.

Carla Merrill said she would be okay with lot 72 if the developer agreed to connect the trails. Paul Kroff said they would do that.

MOTION: Jason Thelin moved to approve the Final Plat of Phase I of The Ridge at Alpine with the following conditions:

1. Lot 72 be allowed as platted
2. Prior to recordation, the developer work with the Trail Committee to lay out an acceptable trail plan.
3. The center trail will be eliminated
4. The trails on the east and west will be included in the plan.
5. If any portion of the west trail is outside of subdivision boundaries, appropriate easements will be need to be obtained from those property owners.
6. The developer will build the trail connecting to the trail in the North Point subdivision
7. The Conservation Easement be amended to show abandonment of the trail in the Easement.
8. Comply with the conditions of the Development Agreement.
9. Use of the private open space will be restricted; motorized vehicles, shooting, trapping, and fences will be prohibited.

10. Record a Conservation Easement for the private open space.
11. The retaining wall along the driveway to lot 72 will be taken down and a new wall will be engineered and built to Alpine City standards.
12. Water and sewer easements be included on lot 72.
13. The variable speed pump will be built with Phase I.
14. The developer shall provide screening between the parking lots and residential areas.
15. The easement for the trails shall be shown as 20 feet instead of 10 feet.
16. Acquire an approved demolition permit for the demolition of the Grant house and septic system, and provide documentation.
17. Provide funds for the Grove Drive improvements.
18. Lot 70 will have no access from Elk Ridge Lane.
19. Provide alternate addresses for lots 68 and 69.
20. Lot 64 will have no access onto Elk Ridge Lane because of the detention pond.
21. Address all redlines on the plat and construction drawings.
22. Meet the water policy with Alpine Irrigation Company water shares.
23. Provide an engineer's cost estimate for all of Phase I construction items.
24. Easements for trails and ponds be shown on the plat.

Lon Lott seconded. Ayes: 3 Nays: 1 Motion passed. Lon Lott voted nay stating that he disagreed with the limitation on fencing.

Ayes

Jason Thelin
Ramon Beck
Carla Merrill

Nays

Lon Lott

C. Setback Exception Request - Bank of American Fork: Shane Sorensen said this item was voted on at the previous meeting of October 9th, but they were bringing it back because there had been some confusion about what was being asked for and what was approved. Since that time, the architect provided an updated drawing on the proposal, which was more clear.

Austin Roy said the bank was proposing to build a new building on the same site occupied by the old bank. The difference was that they were proposing to angle the building, which would improve the sight triangle on the corner of Main Street and 100 South, and also move the drive-through service farther back from the street which would also improve safety. The bank also wanted to keep the three parking spaces which were currently in the setback. They would need an exception to the setbacks and an exception for parking in the setback. He said the ordinance allowed the City Council to approve exceptions in the Gateway Historic zone if they found that the exceptions would better implement the design. The setbacks would be 10'2" on the north and 20'10" on the west as measured one foot behind the sidewalk.

Shane Sorensen said staff recommended approval of the exception to the setbacks and parking because they would improve safety.

Kelly Palmer, Branch Manager of the Alpine Branch of the Bank of American Fork, said they had debated whether or not to remodel the existing building or tear it down and build a new one. The advantage of building a new one was that they could address the safety issues associated with the sight triangle and the drive-throughs. If they simply remodeled, the problems would remain.

MOTION: Lon Lott moved to approve an exception to the setback requirements for the Bank of American Fork as shown on the drawing with a setback of 10'2" on the north and 20'10" on the west as measured one foot behind the sidewalk, and allow on exception for three parking spaces in the setback. Ramon Beck seconded. Ayes: 3 Nays: 0. Motion passed.

Ayes

Ramon Beck

Nays

Jason Thelin

Carla Merrill
Lon Lott

D. Sale of City Property – 0.43 acres at the corner of Canyon Crest Road and Ridge Drive. Shane Sorensen said this was an item the City had looked at earlier in the year. The Planning Commission held a public hearing on February 6, 2018 as required by ordinance. The City Council discussed the request at their meeting of February 27th and decided to request bids from neighboring property owners. There was only one bid, which was from Steve Neelman for \$27,500. Shane Sorensen said there would need to be a stipulation that the property could not be combined with other property to create a building lot. The property contained a storm drain easement which the buyer could relocate if he chose to. The City would retain the corner to preserve the sight triangle and as the location specified for temporary signs.

Jason Thelin asked if they City could keep a little more ground to increase the sight triangle. Mr. Neelman said he would be fine with that. It was suggested they include the storm drain box on the city property.

MOTION: Carla Merrill moved to approve the sale of the property located at the corner of Ridge Drive and Canyon Crest Road to Steve Neelman for \$27,500.00 but adjust the property line so it was south of the storm drain box. Ramon Beck seconded. Ayes: 4 Nays: 0.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Ramon Beck	
Carla Merrill	
Lon Lott	

E. Ordinance No. 2018-09 Amending Article 4.6 of the Development code. Austin Roy said the proposed amendment dealt with the submission requirements for major subdivisions. Since many things were done electronically, they didn't need 12 copies of the subdivision plat. It also consolidated some text and updated the verbiage about SWPPP.

MOTION: Lon Lott moved to approved Ordinance No. 2018-09 Amending Article 4.6 of the Alpine City Development Code. Ramon Beck seconded. Ayes: 4 Nays: 0. Motion passed.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Ramon Beck	
Carla Merrill	
Lon Lott	

F. Ordinance No. 2018-10 Amending Section 4.7.4.11 of the Alpine City Development - Curb Radii. The proposed amendment defined a specific minimum radius for property lines and back of curb intersections based on industry standards. Shane Sorensen said the City had always used those standards. This was just a clarification.

MOTION: Ramon Beck moved to approve Ordinance No. 2018-10 amending Section 4.7.4.11 of the Alpine city Development Code. Lon Lott seconded. Ayes: 4 Nays: 0. Motion passed.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Ramon Beck	
Carla Merrill	
Lon Lott	

G. Trail Master Plan: Mayor Stout said they had discussed alignment of the trails earlier in the discussion on the Ridge at Alpine subdivision. Those trails should be reflected on the Trail Master Plan map.

MOTION: Carla Merrill moved to approve the Trail Master Plan with the following changes:

1. Delete the center trail
2. Add the connecting trail from Alpine Cove over to the Lehi Connection.
3. Show a north/south connector from the pond to the north of the Cove Trail.

Lon Lott seconded. Ayes: 4 Nays: 0. Motion passed.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Ramon Beck	
Carla Merrill	
Lon Lott	

VI. STAFF REPORTS

Charmayne Warnock said she had emailed the Council the information about Ranked Candidate Voting (RCV) which was a proposal by some state legislators that would allow cities with nonpartisan municipal elections to eliminate the need for a primary election by having a ballot where all the candidates were listed and voters could rank them according to preference. She asked if the Council was interested hearing a presentation on RCV. They indicated they were.

Shane Sorensen said that at the last meeting, Mayor Stout had asked staff to find out how many members of the various soccer teams were actually from Alpine in order to decide how many soccer fields they needed. Shane Sorensen said the North Utah County soccer league had 239 players from Alpine. The USC had 67 from Alpine. SURF had 70 members from Alpine and were expecting another 10 to 15 players. La Roca didn't not use the Smooth Canyon fields. He did not have numbers from the past to see how it was trending.

VII. COUNCIL COMMUNICATION

Troy Stout said he just wanted to point out another sports related item. Chase Hansen at Lone Peak High School was doing really well. He would be one to watch in the future.

VIII. EXECUTIVE SESSION

MOTION: Lon Lott moved to go to executive session for the purpose of discussing litigation. Ramon Beck seconded. Ayes: 4 Nays: 0. Motion passed.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Ramon Beck	
Carla Merrill	
Lon Lott	

The Council returned to open session at 10:20 pm

MOTION: Lon Lott moved to adjourn. Ramon Beck seconded. Ayes: 4 Nays: 0. Motion passed.

The meeting was adjourned at 10:20 pm.

ALPINE CITY COUNCIL MEETING
Alpine City Hall, 20 N. Main, Alpine, UT
November 13, 2018

I. CALL MEETING TO ORDER. The meeting was called to order by Mayor Troy Stout at 6 pm. The following were present:

Mayor Troy Stout

Council Members: Jason Thelin, Ramon Beck, Carla Merrill, Lon Lott.

Council Members not present: Kimberly Bryant was excused.

Staff: Shane Sorensen, Charmayne Warnock, David Church, Austin Roy

Others: Barry Johnson from the law firm of Bennett, Tueller, Johnson and Deere.

II. EXECUTIVE SESSION

MOTION: Lon Lott moved to go into executive session to discuss litigation, property acquisition or the professional character, conduct or competency of personnel. Ramon Beck seconded. Ayes: 4 Nays: 0. Motion passed.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Ramon Beck	
Carla Merrill	
Lon Lott	

III. RETURN TO OPEN MEETING. The City Council returned to open meeting at 7:30 pm. The following were present and constituted a quorum.

Mayor Troy Stout

Council Members: Ramon Beck, Carla Merrill, Lon Lott, Shane Sorensen

Council Members not present. Kimberly Bryant excused.

Staff: Shane Sorensen, Charmayne Warnock, David Church, Austin Roy

Others: Richard James, Ed Bush, Daryl Sutherland, Jess Jolley, Ben Schoen, Matt Schoen, Zack Evensen, Mason Brown, Annie Zolman, Dean Zolman, Wade Budge

A. Prayer:	Carla Merrill
B. Pledge of Allegiance:	Ben Schoen

Mayor Stout said he would like to acknowledge the sacrifice of Major Brent Taylor, who was also serving as the mayor of North Ogden and had taken a one-year leave to fulfill military duties. He had lost his life in Afghanistan while on deployment with the Air National Guard, leaving behind a wife and seven children ranging in age from 11 month to 13 years old. Mayor Stout said he had visited the city of North Ogden and offered Alpine City's condolences.

IV. CONSENT CALENDAR

- A. Minutes of the Alpine City Council meeting of October 23, 2018**
- B. Final Payment Request – Granite Construction, 2018 Overlay Project - \$186,991.05**
- C. Final Payment Request – Stapp Construction, Waterline Project - \$15,074.92**
- D. SCI Payment – PI Meter Install #1 Phase 2 - \$245,116.50**
- E. SCI Payment – PI Meter Install #2 Phase 1 - \$41,111.25**
- F. Bond Release #5 – North Point View, Plat C - \$40,956.40**
- G. Sage Forensic Accounting – Quail Fire Lawsuit - \$23,200.40**
- H. Bennett, Tueller, Johnson & Deere – Quail Fire Lawsuit - \$40,229.92**

Shane Sorensen asked the Council if they wanted to add the invoices from Barry Johnson for the Quail Fire lawsuit to the Consent Calendar. They indicated they did.

MOTION: Ramon Beck moved to approve the Consent Calendar including the invoices on the from Barry Johnson. Lon Lott seconded. Ayes: 4 Nays: 0. Motion passed.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Ramon Beck	
Carla Merrill	
Lon Lott	

V. PUBLIC COMMENT:

Ed Bush – Box Elder Drive. He said he would like to thank Jay Jepsen for his Eagle Scout project in Lambert Park. He had replaced 300 seedlings that had been planted earlier in the year, which hadn't survived very well. There were about 20 people helping with the planting. The City had removed the water tanks in Lambert Park but since the plants were in their dormant stage, Ed Bush said he didn't expect they would need more water. They were watered when they were planted.

Ed Bush also reported that the Nature Center website had about 5,000 visits in the last month. He said vehicular traffic in Lambert Park was increasing, and in the shooting area, people had shot down the Forest Service sign. He asked if there were plans for signage. Troy Stout said they were waiting for the outcome of the judgement on Monday, November 19th.

VI. REPORTS/PRESENTATION

A. Ranked Candidate Voting – Stan Lockhart. Mr. Lockhart said he had served on the Provo City Council and served on the State Board of Education. His wife, Becky Lockhart, had served as Speaker of the House in the Utah State Legislature prior to her death.

Mr. Lockhart said the Legislature was concerned about the declining participation in voting and looking at options to increase voter turn-out. Vote-By-Mail had greatly increased voter turnout. They also began looking at Ranked Candidate Voting in HB35 which would allow cities to pilot this form of voting. He said there were four things that happened with RCV. First, there was greater turnout at the Meet-the-Candidate meetings. People generally knew who their first choice would be, but not the second, third, fourth, etc. They attended the meetings to learn more about the other candidates. Second, the RCV disincentivized the politics of personal destruction. It provided an opportunity to talk about issues instead of personalities. Third, it reduced the cost of elections with only one election. He said they used this style of voting in the Republican caucus meetings.

Mr. Lockhart said that if a city decided to try RCV, there would be no penalty if they changed their minds and decided not to do it. They would need to notify the Lt. Governor's office by January 1st if they chose to try RCV and would need a resolution to that effect.

Mayor Stout asked the Council to email him if they were interested in participating in RCV and he would put it on the agenda for the December meeting.

B. Code Enforcement Report: Shane Sorensen introduced Ted Stillman who was Alpine City's new code enforcement officer. He was very knowledgeable about city codes and issues and the need for code enforcement because he had previously been the city administrator for Alpine City. He had retired in 2010.

Ted Stillman said they had rebranded the position as Code Compliance for a more positive approach. He said code compliance was a collaborative effort and he worked with Planning and Zoning and the city engineer. There were 28 issues when he began. They resolved two or three a week but usually two or three more popped up. They usually picked up a load of illegal signs each week. One of the biggest problems was open space encroachment. He kept a calendar of code violations and the process. He started by sending out a letter then followed up with a phone call or

personal visit. He kept a log of every contact and progress made. David Church had prepared an administrative process for code enforcement making it a civil process rather than a criminal process.

C. Financial Report: Shane Sorensen said there had not been much change since the last report. The City would begin receiving property tax revenue. They were working with Dave Sanderson on getting the software for the PI meters up and running.

D. Pressurized Irrigation Annual Use Report. Shane Sorensen presented graphs showing pressurized irrigation water usage since 2010. The use went down in 2015 when they imposed watering restriction but had steadily climbed back up. The year 2018 was a tough year because of decreased rainfall and low snow levels in the mountains. The City had record pumping costs because they had to pump water of the wells for PI use due to the reduced flow in the streams. In addition, the Healey well went down but was repaired and running at 100 percent. The Council had approved rehabilitating the 300 North well, which had been struggling. Other projects included reworking the Fort Creek booster station and connecting the Silverleaf culinary well to the PI system. He said about 45% of the meters had been installed. The remainder would be installed in 2019. The City would not be billing by meter use until everyone had meters.

In October he had met with Daryl Devey with the Central Utah Water Project. CUP recognized that Alpine was the only city that didn't have the ability to use their CUP water. They had committed to begin the process the run a line to the Alpine boundary so the city could begin to use their water. Generally, the cities had to pay for their CUP water whether they used it or not, but Alpine had been given deferrals over the years and the water was diverted for June sucker support. He said it would be beneficial to Alpine if they could use the CUP water.

VII. ACTION/DISCUSSION ITEMS

A. The Ridge at Alpine, Phase 1 – Final Approval. Wade Budge said he represented Steve Zolman, owner and developer of The Ridge at Alpine subdivision. He thanked for the Council for putting the item back on the agenda to reconsider the motion made at the meeting of October 23, 2018 granting final approval to Phase I of the subdivision. He said they would like to revisit condition # 9 of the motion granting approval. which was: *Use of the private open space will be restricted; motorized vehicles, shooting, trapping, and fences will be prohibited.*

He said that perhaps the applicant had not done a good job of explaining to the Council that there were already existing fences on the boundaries of the open space, and removing them would not be tenable because of the livestock. For that reason, they were seeking a modification to condition #9 in the motion.

Mr. Budge said they had gone back and looked at the ordinance which stated in Section 3.09.04.4 of the Alpine City Development Code:

4. The designated open space area shall be maintained so that its use and enjoyment as open space are not diminished or destroyed. The City will have sole discretion in determining if open space is held in private or public ownership. To assure that all designated open space area will remain as open space, the applicants/owners shall:

- a. Dedicate or otherwise convey title to the open space area to the City for open space purposes;*
- b. Convey ownership of the open space area to the homeowners association established as part of the approval of the PRD or to an independent open space preservation trust organization approved by the City.*

In the event this alternative is used, the developer shall also execute an open space preservation easement or agreement with the City, the effect of which shall be to prohibit any excavating, making additional roadways, installing additional utilities, constructing any dwellings or other structures, or fencing or conducting or allowing the conduct of any activity which would alter the character of the open space area from that initially approved, without the prior approval of the City. The appropriate method for insuring preservation shall be as determined by the City at the time of development approval; or

c. A combination of Part 4.a and Part 4.b.

Mr. Budge proposed that they keep the first part of condition #9 but then add language that stated, to preserve the natural values, no new fences would be installed that would alter the character of the open space, and any existing fence would need to accommodate the trails and not impede their use. Mr. Budge said their main issue was the fencing limitation. They would also like to continue the use of ATVs on the existing roads in order to maintain the fencing as needed. They would need no new trails or roads.

David Church said the question was, did the motion intend that they should take down the existing fence? The ordinance stated that no fencing would be allowed that would alter the character of the open space from that which was initially approved. There was currently stock fencing on the open space.

Mr. Wade said he understood that some fencing, such as white vinyl fencing, would negatively alter the character of the open space, but they did not intend to put up a white fence. That could be clarified in the conservation easement.

Troy Stout said he didn't like barbed wire fences because of the hazard they posed. Wade Budge said they could put up a split rail fence where it adjoined the trails.

Carla Merrill said her issue was that the private open space was supposed to be controlled by the HOA, which consisted of all the property owners in the subdivision. All the owners would have equal access to the private open space. It sounded like Mr. Zolman would have the sole use and control of the open space if he was using it to graze his cattle.

Wade Budge said that as they sold the lots, they would talk to the buyers about what kind of uses they would like to see on the private open space. Obviously, they would promote the trails.

Mrs. Merrill asked if Mr. Zolman would no longer be grazing his cattle in the open space.

Mr. Budge said there would be grazing. Grazing was important part of fire control on the hillside. This was a high-risk area for wildland fire and it made sense to keep the weeds and grass under control. He suggested the Council modify the restriction to the open space to say that no new fences would be allowed which interfered with preservation values, and motorized vehicles would only be used on existing roads.

Troy Stout the motion had also disallowed motorized vehicles, but if the use of vehicles was only for maintaining the livestock, they might want to specify the types and uses of the motorized vehicles. Mr. Budge agreed that they would be vehicles in support of the approved uses.

Jason Thelin read the ordinance and pointed out the wording "prohibited excavation, making additional roadways, installing additional utilities, constructing any dwellings or other structures, or fencing or conducting or allowing the conduct of any activity which would alter the character of the open space from that initially approved, without prior consent of the City." He said he was surprised that it didn't say additional fencing. He said the Council made a decision to designate it as private open space because they didn't want the maintenance. But when it was designated as private, it was no longer just Steve Zolman's property. Plus, the owner got extra density by showing it as open space. He believed that open space was a feature that everyone should be able to enjoy.

Mr. Budge said there would be public trails on the open space which allow everyone to enjoy it. The law didn't require them to tear down fences or destroy historic uses of the land.

Jason Thelin asked David Church if the City had the ability to put restrictions on private open space. Mr. Church said they could do whatever the ordinance stated. He asked if it was Mr. Thelin's intent, when he made the motion on October 23rd, to make the developer take down the existing fences on the open space, or did he mean they couldn't build new fences or that they couldn't drive on the existing road or could not build new roads?

Jason Thelin said it was his intent, at the time, that they tear down the existing fences and there be no livestock on the open space.

There was a question about shooting. David Church said shooting was regulated by state law. Cities could not be more restrictive than the state code in regard to shooting. Wade Budge said there would be no shooting or target practice on the property. If an animal was affecting the livestock, they may need to shoot it. He said shooting was not really an issue for them. They were more concerned with the fence and motorized vehicles.

There was more discussion about the interpretation of Section 3.09.04.4 in the Development Code.

Will Jones said the existing fencing was around the perimeter. Any new fencing would be done to accommodate the trail. If the City wanted a trail through there, there would need to be some new fencing.

David Church said the conservation easement he drafted had the same basic language as the ordinance. That was why he needed to know if the Council wanted the fencing torn down because if they were preserving the character, the fencing was already there. If they did take down the fencing, they would need something to identify where the open space ended and where private property began.

Shane Sorensen suggested that when David Church completed the Conservation Easement on the private open space, he bring it back to the Council.

MOTION: Ramon Beck moved to amend condition #9 of the Motion made at the meeting of October 23, 2018 pertaining to the Ridge at Alpine Subdivision Phase 1, to clarify that the existing fencing would remain, but under the Conservation Easement to be drafted by David Church, additional fencing may be constructed in areas where it interfaces with the trails, with input from the trail committee. Lon Lott seconded. Ayes: 3 Nays: 1 Motion passed.

Ayes

Jason Thelin
Ramon Beck
Lon Lott

Nays

Carla Merrill

B. Annual Meeting Schedule for 2019. The Council discussed the proposed meeting schedule for 2019 and eliminated four of the meetings for various reasons.

Austin Roy said the Planning Commission had reviewed the schedule and approved all of their meetings.

MOTION: Jason Thelin moved to approve with the Annual Meeting Schedule but remove the City Council meetings scheduled for the following days. April 9th, May 28th, July 9th, November 26th. Carla Merrill seconded. Ayes: 3 Nays: 1 Motion passed.

Ayes

Jason Thelin
Ramon Beck
Carla Merrill

Nays

Lon Lott

C. Electric Car Charging Station. Austin Roy said the State of Utah was a beneficiary of over \$35 million from the Volkswagen settlement for violations of the Clean Air Act. The Utah Department of Environment Quality was administering the funding based on the settlement. The state was making a portion available to cities and Alpine City may qualify for Light-Duty Zero Emission Vehicle Supply Equipment (charging station for electric cars). In order to qualify, it would have to be located on city property and it would have to be open for public access.

The Council briefly discussed applying for a charging station for electric cars and decided not enough people would use it.

MOTION: Lon Lott moved that the City not pursue the grant opportunity for an electric car charging station in Alpine. Ramon Beck seconded. Ayes: 3 Nays: 1. Motion passed.

Ayes

Jason Thelin

Nays

Carla Merrill

Ramon Beck
Lon Lott

D. Alpine City Tree Selection Guide Book. Austin Roy said trees created problems every year for the City. They spent \$10,000 to \$20,000 every year to repair sidewalk damage caused by tree roots. Sight-triangle violations and complains were a consistent problem. Residents complained about trees hanging over and blocking sidewalks and roadways making passage difficult for firetrucks, school buses, and other service vehicles.

Jeremy Ainsworth was a resident of Alpine and had put together a guidebook on types of trees that could be planted in park strips and in yards. It was intended to be an educational tool for citizens; it contained a lot of information including types of deer resistant vegetation. If adopted, it would be made available on the website or as a handout when building permits were issued.

MOTION: Jason Thelin moved to approve the Tree Selection Guide Book. Ramon Beck seconded. Ayes: 4 Nays: 0. Motion passed.

<u>Ayes</u>	<u>Nays</u>
Jason Thelin	None
Ramon Beck	
Carla Merrill	
Lon Lott	

VIII. STAFF REPORTS

Austin Roy said the developers for the proposed Montdella Senior Housing development on Main Street were preparing the next application.

David Church said the City had been served with a Petition for Review from the neighbors of Tim Clark who were challenging the Council's decision to allow him to increase the height of his home at 75 N. Preston Drive.

Shane Sorensen reported on the following:

- Lambert Park fencing. He had a meeting scheduled with a contractor from Wyoming to discuss the fence. There was some discussion about the location of the fence.
- City staff had some done some grading on the roads in Lambert Park
- Verizon was looking for a site for an 80-foot tower and had looked at Burgess Park, Peterson Park and Creekside Park. They said any one of those locations would work. They also had an option to locate the tower on school property by Burgess Park if the City didn't allow it on city property. The rental revenue on the tower would be \$20,000 a year.
- Currently the City accepted cash in lieu of water rights for development but the shareholders felt that practice was devaluing their shares. He was considering taking it out of the ordinance.
- The City would be switching to Everbridge from Parlant. It was used by Utah County and Highland City.
- He was almost ready to advertise the parks position.
- The Hearing with the judge on the Patterson lawsuit was scheduled for Monday, November 19th from 9 to 11 if anyone wanted to attend.

IX. COUNCIL COMMUNICATION

Mayor Troy Stout reported on the following:

- An Eagle Scout wanted to put a bicycle repair station in Lambert Park.
- He and Shane Sorensen had meet with Highland City regarding the cities' cost allocation and representation on the PSD Board. With Cedar Hills gone, he was leaning toward having two representatives from Alpine and two from Highland and one independent. Anything they decided would be brought back to the Council.

- Alpine Days would be discussed at one of their first meetings in 2019. He wanted to bring up the topic of compensation and reevaluate what had been done in the past. He would like to go back to more of a volunteer event.

X. EXECUTIVE SESSION: None held.

MOTION: Lon Lott moved to adjourn. Ramon Beck seconded. Ayes: 4. Nays: 0. Motion passed.

Ayes

Jason Thelin
Ramon Beck
Carla Merrill
Lon Lott

Nays

None

The meeting was adjourned at 10:30 pm.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Amendment to Development Code – Structures in Setbacks, Articles 3.02.050, 3.03.050, 3.04.050, 3.05.050, 3.06.040, 3.07.050

FOR CONSIDERATION ON: 11 June 2019

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve the proposed amendment to the Development Code.

BACKGROUND INFORMATION:

Staff have reviewed the Development Code and have recommended a setback requirement for accessory building in relation to main buildings or dwellings.

The Planning Commission reviewed the proposed amendment and voted to recommend approval.

MOTION: Bryce Higbee moved to recommend approval of the Amendment to Development Code – Structures in Setbacks as proposed. Alan MacDonald seconded the motion.

MOTION: John MacKay moved to amend the motion to add the word “additionally,” then comma, at the beginning of the third sentence, paragraph 2A.

Sylvia Christiansen seconded the motion. There were 6 Ayes and 0 Nays (recorded below). The motion passed.

Ayes:

Bryce Higbee
Alan MacDonald
John MacKay
David Fotheringham
Jessica Smuin
Sylvia Christiansen

Nays:

None

STAFF RECOMMENDATION:

Approve the amendments to the Development Code as proposed.

**ALPINE CITY
ORDINANCE 2019-11**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLES 3.02.050; 3.03.050; 3.04.050;
3.05.050; 3.06.040; AND 3.07.050 OF THE ALPINE CITY DEVELOPMENT CODE
PERTAINING TO ACCESSORY BUILDING SETBACKS.**

WHEREAS, The Alpine City Council has deemed it in the best interest of Alpine City to amend the ordinance to prohibit accessory buildings within the setbacks of a dwelling or other main building ; and

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

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

NOW THEREFORE, be it ordained by the Alpine City Council, in the State of Utah, as follows: The amendments to Articles 3.02.050; 3.03.050; 3.04.050; 3.05.050; 3.06.040; AND 3.07.050 contained in the attached document will supersede Articles 3.02.050; 3.03.050; 3.04.050; 3.05.050; 3.06.040; AND 3.07.050 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: **AMENDMENT** “3.02.050 Setback Requirements (See Appendix For Drawing)” of the Alpine City Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

3.02.050 Setback Requirements (See Appendix For Drawing)

1. Dwellings and Other Main Buildings

- a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
- b. Side Yard Interior Lots. All dwellings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate widths of which shall be at least twenty-two (22) feet. Neither side yard shall be less than ten (10) feet wide.
- c. Side Yard Corner Lots. On corner lots, the front and side yard requirements shall be the same as above, except that the side set back from the street for all buildings shall not be less than thirty (30) feet.
- d. Rear Yard Interior Lots. All main dwelling structures shall be set back from the rear property line a distance not less than twenty (20) feet.

- e. Rear Yard Corner Lots. All main dwelling structures shall be set back from the rear property line a distance of twenty (20) feet.
- 2. **Accessory Buildings.** All accessory buildings shall be located in accordance with the following: (Amended by Ord. No. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)
 - a. Setback from main building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
 - b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
 - c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
 - d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back no less than ten (10) feet from the rear lot line and five (5) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.

(Ord. 2015-02, 02/10/15)

AFTER AMENDMENT

3.02.050 Setback Requirements (See Appendix For Drawing)

1. Dwellings and Other Main Buildings

- a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
- b. Side Yard Interior Lots. All dwellings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate widths of which shall be at least twenty-two (22) feet. Neither side yard shall be less than ten (10) feet wide.
- c. Side Yard Corner Lots. On corner lots, the front and side yard requirements shall be the same as above, except that the side set back from the street for all buildings shall not be less than thirty (30) feet.

- d. Rear Yard Interior Lots. All main dwelling structures shall be set back from the rear property line a distance not less than twenty (20) feet.
 - e. Rear Yard Corner Lots. All main dwelling structures shall be set back from the rear property line a distance of twenty (20) feet.
2. **Accessory Buildings.** All accessory buildings shall be located in accordance with the following: (Amended by Ord. No. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)
- a. Setback from main building. Accessory buildings shall be set back not less than five (5) feet from the main building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
 - b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
 - c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
 - d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back no less than ten (10) feet from the rear lot line and five (5) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.

(Ord. 2015-02, 02/10/15)

SECTION 2: AMENDMENT “3.03.050 Setback Requirements (See Appendix For Drawing)” of the Alpine City Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

3.03.050 Setback Requirements (See Appendix For Drawing)

- 1. **Dwellings and other Main Buildings.** All dwellings and other main buildings shall be setback from the lot boundary lines as follows:

- a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
 - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
 - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
 - d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
 - e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Accessory Buildings.** All accessory buildings shall be located in accordance with the following: (Amended by Ord. No. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)
- a. Setback from Main Building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
 - b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
 - c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
 - d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.

(Ord. 95-24, 11/14/95; Ord. 2014-11, 6/24/14)

AFTER AMENDMENT

3.03.050 Setback Requirements (See Appendix For Drawing)

1. **Dwellings and other Main Buildings.** All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
 - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
 - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
 - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
 - d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
 - e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Accessory Buildings.** All accessory buildings shall be located in accordance with the following: (Amended by Ord. No. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)
 - a. Setback from Main Building. Accessory buildings shall be set back not less than five (5) feet from the main building.

Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
 - b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
 - c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
 - d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.

(Ord. 95-24, 11/14/95; Ord. 2014-11, 6/24/14)

SECTION 3: AMENDMENT “3.04.050 Setback Requirements (See Appendix For Drawing)” of the Alpine City Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

3.04.050 Setback Requirements (See Appendix For Drawing)

1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
 - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
 - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
 - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
 - d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
 - e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Accessory Buildings**. All accessory buildings shall be located in accordance with the following: (Amended by Ord. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)
 - a. Setback from Main Building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
 - b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
 - c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
 - d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;

- iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
- v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
- vi. The building will not be taller than ten (10) feet to the top of the roof line.

(CR-1 Created by Ord. 91-01, 4/9/91 and amended by Ord. 95-04, 2/3/95; Ord. 2014-11, 6/24/14)

AFTER AMENDMENT

3.04.050 Setback Requirements (See Appendix For Drawing)

1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
 - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
 - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
 - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
 - d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
 - e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Accessory Buildings**. All accessory buildings shall be located in accordance with the following: (Amended by Ord. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)
 - a. Setback from Main Building. Accessory buildings shall be set back not less than five (5) feet from the main building.
Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
 - b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
 - c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
 - d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side

lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:

- i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
- ii. The accessory building contains no openings on the side contiguous to the lot line;
- iii. No drainage from the roof will be discharged onto an adjacent lot;
- iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
- v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
- vi. The building will not be taller than ten (10) feet to the top of the roof line.

(CR-1 Created by Ord. 91-01, 4/9/91 and amended by Ord. 95-04, 2/3/95; Ord. 2014-11, 6/24/14)

SECTION 4: AMENDMENT “3.05.050 Setback Requirements (See Appendix For Drawing)” of the Alpine City Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

3.05.050 Setback Requirements (See Appendix For Drawing)

Same as required within the CR-40,000 Country Residential Zone or as set forth on the final plat of the Planned Residential development, as applicable.

1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
 - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
 - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
 - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
 - d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
 - e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Accessory Buildings**. (Amended by Ord. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)

All accessory buildings shall be located in accordance with the following:

- a. Setback from Main Building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
- b. Side Setback- Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
- c. Front Setback. Accessory buildings shall not be set back less than forty (40) feet from the front property line.
- d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.

(Ord. 95-28, 11/28/95)

AFTER AMENDMENT

3.05.050 Setback Requirements (See Appendix For Drawing)

Same as required within the CR-40,000 Country Residential Zone or as set forth on the final plat of the Planned Residential development, as applicable.

1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
 - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
 - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
 - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.

- d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
 - e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Accessory Buildings.** (Amended by Ord. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10)

All accessory buildings shall be located in accordance with the following:

- a. Setback from Main Building. Accessory buildings shall be set back not less than five (5) feet from the main building.
Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
- b. Side Setback- Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
- c. Front Setback. Accessory buildings shall not be set back less than forty (40) feet from the front property line.
- d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.

(Ord. 95-28, 11/28/95)

SECTION 5: AMENDMENT “3.06.040 Setback Requirements (See Appendix For Drawing)” of the Alpine City Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

3.06.040 Setback Requirements (See Appendix For Drawing)

- 1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:

- a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
 - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
 - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
 - d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
 - e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Accessory Buildings** (Amended by Ord. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10).

All accessory buildings shall be located in accordance with the following:

- a. Setback from Main Building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
- b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
- c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
- d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.

(Ord. 98-23,11-24-98)

AFTER AMENDMENT

3.06.040 Setback Requirements (See Appendix For Drawing)

1. **Dwellings and other Main Buildings** (Ord. 97-02, 2/25/97). All dwellings and other main buildings shall be setback from the lot boundary lines as follows:
 - a. Front Yard. The minimum front yard for all main dwelling structures shall be thirty (30) feet (measured from the front property line).
 - b. Side Yard - Interior Lots. For single-unit detached dwellings, main buildings shall be situated on the lot to allow for a side yard on each side of the main building the aggregate width of which shall be at least thirty (30) feet. Neither side yard shall be less than twelve (12) feet.
 - c. Side Yard - Corner Lots. On corner lots, the front, rear and side yard requirements shall be the same as above, except that the set back on any side that faces onto a public street shall be not less than thirty (30) feet.
 - d. Rear Yard - Interior Lots. All main dwelling structures shall be set back from the rear property line a distance of not less than thirty (30) feet.
 - e. Rear Yard - Corner Lots. Rear yard set back for dwellings on corner lots shall be the same as that required for interior lots.
2. **Accessory Buildings** (Amended by Ord. 2006-14, 9/12/06; Ord. No. 2010-03, 8/24/10).

All accessory buildings shall be located in accordance with the following:

- a. Setback from Main Building. Accessory buildings shall be set back not less than five (5) feet from the main building.

Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
- b. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
- c. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
- d. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back not less than fifteen (15) feet from the rear lot line and ten (10) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
 - i. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
 - ii. The accessory building contains no openings on the side contiguous to the lot line;
 - iii. No drainage from the roof will be discharged onto an adjacent lot;
 - iv. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
 - v. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
 - vi. The building will not be taller than ten (10) feet to the top of the roof line.

(Ord. 98-23,11-24-98)

SECTION 6: AMENDMENT “3.07.050 Location Requirements” of the Alpine City Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

3.07.050 Location Requirements

All buildings shall comply with the following setbacks:

1. Front setback shall be not less than thirty (30) feet from the property line on all streets. No portion of the setback area adjacent to a street shall be used for off-street parking.
2. In commercial developments adjacent to other commercial areas, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
3. Where a commercial zone abuts a residential zone, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
4. A lot occupied by a dwelling structure shall comply with the setback requirements set forth in the TR-10,000 zone (DCA 3.02.050 Part 1) unless recommended by the Planning Commission and approved by the City Council where circumstances justify.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)
(Amended by Ord. 98-05, 3/10/98)

A F T E R A M E N D M E N T

3.07.050 Location Requirements

All buildings shall comply with the following setbacks:

1. Front setback shall be not less than thirty (30) feet from the property line on all streets. No portion of the setback area adjacent to a street shall be used for off-street parking.
2. In commercial developments adjacent to other commercial areas, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
3. Where a commercial zone abuts a residential zone, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
4. A lot occupied by a dwelling structure shall comply with the setback requirements set forth in the TR-10,000 zone (DCA 3.02.050 Part 1) unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
5. Accessory buildings shall be set back not less than five (5) feet from the main building.

6.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)
(Amended by Ord. 98-05, 3/10/98)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Lon Lott	_____	_____	_____	_____
Kimberly Bryant	_____	_____	_____	_____
Carla Merrill	_____	_____	_____	_____
Ramon Beck	_____	_____	_____	_____
Jason Thelin	_____	_____	_____	_____

Presiding Officer

Attest

Troy Stout, Mayor, Alpine City

Charmayne G. Warnock, City
Recorder Alpine City

ALPINE CITY COUNCIL AGENDA

SUBJECT: Public Hearing – Amendment to Development Code – Streets and Street Requirements Article 4.07.404

FOR CONSIDERATION ON: 11 June 2019

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve the proposed amendment to the Development Code

BACKGROUND INFORMATION:

Staff have reviewed the Development Code and have recommended changes to the Streets and Street Requirements found in the Subdivision Ordinance. The proposed change would take the Wildland Urban Interface street requirements and place them with the other Streets and Streets requirements found in the Subdivision Ordinance.

The Planning Commission reviewed the proposed amendment and voted to recommend approval.

MOTION: Alan Macdonald moved to recommend approval of Amendments to Article 4.07.404 of the Development Code.

Jane Griener seconded the motion. There were 5 Ayes and 0 Nays (recorded below). The motion passed.

Ayes:

Alan MacDonald
John MacKay
David Fotheringham
Jane Griener
Jessica Smuin

Nays:

None

STAFF RECOMMENDATION:

Review and consider approving the proposed amendments to Article 4.07.404 of the Development Code.

**ALPINE CITY
ORDINANCE 2019-12**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 4.07.040 OF THE ALPINE
CITY DEVELOPMENT CODE PERTAINING TO STREETS AND STREET
REQUIREMENTS.**

WHEREAS, The Alpine City Council has deemed it in the best interest of Alpine City to amend the Subdivision Ordinance to add language regarding the street requirements for the Wildland Urban Interface to the list of other requirements for Streets and Street Requirements ; and

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

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

NOW THEREFORE, be it ordained by the Council of Alpine City, in the State of Utah, as follows: The amendments to Article 4.07.040 contained in the attached document will supersede Article 4.07.040 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: **AMENDMENT** “4.07.040 Streets And Street Requirements” of the Alpine City Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

4.07.040 Streets And Street Requirements

1. Subdivision plans shall be consistent with the Major Street Plan, which has been adopted as part of the Transportation and Circulation element of the General Plan of the City.
 - a. Collector Streets (feeder). Where the area of a proposed subdivision includes any Collector class streets, as shown on the Major Street Plan, the subdivision plan shall incorporate such streets in the location shown on the Major Street Plan, and the approval of the Final Plat shall include the dedication of the right-of-way and its improvement in accordance with the applicable City standards.
 - b. Minor Streets (local service). Where the area of a proposed subdivision includes any Minor class streets, as shown on the Major Street Plan, the subdivision plan shall provide for such street in the approximate location shown on the Major Street Plan, and the approval of the Final Plat shall include the dedication of the right-of-way and its improvement in accordance with the applicable City standards.

- c. Arterial Streets. Where the area of a proposed subdivision includes any arterial class streets, as shown on the Major Street Plan, the subdivision plan shall incorporate such streets in the location shown on the Major Street Plan, and the approval of the Final Plat shall include the dedication of the right-of-way and its improvement in accordance with the applicable City standards.
2. **Through Traffic.** Minor streets shall be laid out to encourage circulation but discourage through traffic. Subdivisions with 20 or more lots shall provide two working accesses to the development.
3. **Stub Streets** (Amended by Ord. 96-08, 5/28/96; Amended by Ord. 2013-01, 1/15/13). Shall be required to provide adequate circulation – Temporary turnaround required in certain instances--Subsequent development of adjacent property to incorporate.
 - a. In order to facilitate the development of an adequate and convenient circulation system within the City, and to provide access for the logical development of adjacent vacant properties, the City shall, as a condition of approval, require the subdivision plan to include one or more temporary dead end streets (stub streets) which extend to the boundary of the parcel, and dedicate the right-of-way to the property line to the City to insure that adjacent properties are not landlocked.
 - b. All such stub streets shall be fully developed with full City street and utility improvements to the boundary of the subdivision unless it can be shown by the applicant for the subdivision that the need for a fully improved street does not have an essential link to a legitimate government interest or that the requirement to fully improve the stub street is not roughly proportionate, both in nature and extent to the impact of the proposed subdivision on the City.
 - c. Factors to be considered in determining whether or not the requirement to install a fully improved street is considered proportionate may include but not be limited to:
 - i. The estimated cost to improve the stub street;
 - ii. Whether or not the stub street will be essential to provide reasonable access to the undeveloped parcel;
 - iii. The number of lots in the proposed subdivision that will be accessed from the improved stub street;
 - iv. The estimated number of lots that can be developed in the future on the adjacent undeveloped parcel through use of the stub street.

After receiving a recommendation by the Planning Commission, if the City Council determines that the stub street need not be fully developed either because it does not further a legitimate government interest or that the requirement is disproportionate to the impact of the proposed subdivision on the City, then only the right-of-way for the stub street shall be dedicated to the City and the requirement to improve the stub street shall be placed on the undeveloped adjacent parcel as a condition of the development if the adjacent property is ever developed.

- d. Any such stub street having a length of more than 150 feet or providing primary vehicular access to one or more lots shall be terminated by an improved temporary turn-around designed and constructed in accordance with the City Standards. Where any portion of the temporary turn-around is to be located on private property, use of the portion located on private property by the public shall be secured through the conveyance of an easement for that purpose.
 - e. Any plan for the subsequent development of the adjacent property shall provide for the continuation of any such stub street and shall bear the burden of designing such stub street or streets in accordance with City standards.
4. **Intersections.** Intersections of minor streets with major streets shall be kept to the minimum.
5. **Right-of-Way Width.** Minimum right-of-way widths for local streets shall be the following:
- a. Arterial major street: 66 feet
 - b. Collector street: 60 feet
 - c. Minor street, rural road or frontage road: 54 feet
6. **Roadway Width.** Local streets shall have roadway widths and classifications as follows (add four feet [4'] for curb):
- a. Arterial street: 42 feet
 - b. Collector street: 36 feet
 - c. Minor street or frontage road: 30 feet
 - d. (Rural roads: 26 feet) - Requires a recommendation by the Planning Commission and approval by the City Council through the Subdivision exception procedure.
7. **Road Shoulders.** Where curbs are not required to be installed, a minimum of ten foot shoulders shall be provided on each side of the street unless parking is prohibited.
8. **Partial-Width Streets.** All streets within and adjacent to a subdivision shall either have been previously conveyed to the City by deed or dedication or shall be shown on the final plat for dedication to the City for street purposes.

All streets shown on the final plat for dedication to the City shall conform to the minimum standards for street width and improvements for the entire width of the street, except that the City Council may accept the dedication and improvement of partial width streets provided:

- a. That the proposed partial width street is located at the border of the subdivision and the land abutting the proposed uncompleted side of the street is not owned by the subdivider.
- b. The width of the right-of-way of the partial width street shall be not less than thirty- nine (39) feet in the instance of a minor class street and forty-two (42) feet in the instance of a collector class street.

- c. Upon approval of the City Council the improvements constructed on the partial width street may include: (a) the curb, gutter and sidewalk improvements adjacent to all abutting lots in the subdivision, (b) the water and sewer line, (c) a hard surfaced travelway portion having a width not less than one-half that required for the specified street class plus an additional twelve (12) feet of width, (d) all utility systems in the partial width street shall be located and constructed as set forth in City standards, and (e) storm drains.
- d. That there are no existing conditions which would have the effect of preventing the subsequent development of the remaining portion of the street.
- e. That construction of the partial width street at the proposed location will not create an unsafe or hazardous condition.

No final plat shall be approved where access to a proposed or existing street from adjacent property is proposed to be prohibited or is impaired by an access retainer strip ("nuisance" or "protective" strip).

- 9. **Cul-de-sac Streets.**(Ord 96-08 amended 5/28/96) Cul-de-sacs (dead end streets) shall be used only where unusual conditions exist which make other designs undesirable. Each cul-de-sac street shall have a minimum right-of-way width of fifty-four (54) feet and must be terminated by a turn-around having a radius of not less than sixty (60) feet to the property line. The maximum length of a cul-de-sac shall be four hundred and fifty (450) feet as measured from the center of the turn-around to the point of connection to the next intersecting street. Surface water must drain away from the turn-around, except where surface water cannot be drained away from the turn-around along the street, due to grade, necessary catch basins and drainage easements shall be provided.
- 10. **Number of Streets at Intersection.** No more than four streets shall enter an intersection.
- 11. **Angle of Street Intersections.** Streets shall intersect at ninety degrees, except where otherwise recommended as necessary by the Planning Commission and approved by the City Council. The minimum radius of property lines and back of curb at intersections shall be fifteen (15) feet and twenty-five (25) feet respectively
- 12. **Centerline of Intersecting Streets.** The centerline of two subordinate streets meeting a through street from opposite sides shall extend as a continuous line, or the centerline shall be offset at least one hundred fifty (150') feet. An exception may be given to the off-set requirement of up to 15 feet as recommended by the City Engineer and Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04)
- 13. **Curved Streets Preferred.** In the design of subdivisions, curving streets shall be preferred to straight streets or rigid ninety degree grid systems.
- 14. **Frontage on Arterial Streets.** Driveways or other vehicular accesses to an individual lot that open onto any public street designated by the official City Street Plan as an arterial street may be used as an access if it is recommended by the City Engineer and Planning Commission and approved by the City Council. Turn-arounds, hammerhead or side-entry driveways must be incorporated to ensure that vehicles will not back out on arterial streets. (Amended by Ord. 2004-13, 9/28/04)

(Ord. 98-19 amending Ord. 78-03)
(Amended by Ord. 2014-12, 7/08/14; Ord. 2016-03, 02/23/16)

AFTER AMENDMENT

4.07.040 Streets And Street Requirements

1. Subdivision plans shall be consistent with the Major Street Plan, which has been adopted as part of the Transportation and Circulation element of the General Plan of the City.
 - a. Collector Streets (feeder). Where the area of a proposed subdivision includes any Collector class streets, as shown on the Major Street Plan, the subdivision plan shall incorporate such streets in the location shown on the Major Street Plan, and the approval of the Final Plat shall include the dedication of the right-of-way and its improvement in accordance with the applicable City standards.
 - b. Minor Streets (local service). Where the area of a proposed subdivision includes any Minor class streets, as shown on the Major Street Plan, the subdivision plan shall provide for such street in the approximate location shown on the Major Street Plan, and the approval of the Final Plat shall include the dedication of the right-of-way and its improvement in accordance with the applicable City standards.
 - c. Arterial Streets. Where the area of a proposed subdivision includes any arterial class streets, as shown on the Major Street Plan, the subdivision plan shall incorporate such streets in the location shown on the Major Street Plan, and the approval of the Final Plat shall include the dedication of the right-of-way and its improvement in accordance with the applicable City standards.
2. **Through Traffic.** Minor streets shall be laid out to encourage circulation but discourage through traffic. Subdivisions with 20 or more lots shall provide two working accesses to the development.
3. **Stub Streets** (Amended by Ord. 96-08, 5/28/96; Amended by Ord. 2013-01, 1/15/13). Shall be required to provide adequate circulation – Temporary turnaround required in certain instances--Subsequent development of adjacent property to incorporate.
 - a. In order to facilitate the development of an adequate and convenient circulation system within the City, and to provide access for the logical development of adjacent vacant properties, the City shall, as a condition of approval, require the subdivision plan to include one or more temporary dead end streets (stub streets) which extend to the boundary of the parcel, and dedicate the right-of-way to the property line to the City to insure that adjacent properties are not landlocked.
 - b. All such stub streets shall be fully developed with full City street and utility improvements to the boundary of the subdivision unless it can be shown by the applicant for the subdivision that the need for a fully improved street does not have an essential link to a legitimate government interest or that the requirement to fully improve the stub street is not roughly proportionate, both in nature and extent to the impact of the proposed subdivision on the City.
 - c. Factors to be considered in determining whether or not the requirement to

install a fully improved street is considered proportionate may include but not be limited to:

- i. The estimated cost to improve the stub street;
- ii. Whether or not the stub street will be essential to provide reasonable access to the undeveloped parcel;
- iii. The number of lots in the proposed subdivision that will be accessed from the improved stub street;
- iv. The estimated number of lots that can be developed in the future on the adjacent undeveloped parcel through use of the stub street.

After receiving a recommendation by the Planning Commission, if the City Council determines that the stub street need not be fully developed either because it does not further a legitimate government interest or that the requirement is disproportionate to the impact of the proposed subdivision on the City, then only the right-of-way for the stub street shall be dedicated to the City and the requirement to improve the stub street shall be placed on the undeveloped adjacent parcel as a condition of the development if the adjacent property is ever developed.

- d. Any such stub street having a length of more than 150 feet or providing primary vehicular access to one or more lots shall be terminated by an improved temporary turn-around designed and constructed in accordance with the City Standards. Where any portion of the temporary turn-around is to be located on private property, use of the portion located on private property by the public shall be secured through the conveyance of an easement for that purpose.
 - e. Any plan for the subsequent development of the adjacent property shall provide for the continuation of any such stub street and shall bear the burden of designing such stub street or streets in accordance with City standards.
4. **Intersections.** Intersections of minor streets with major streets shall be kept to the minimum.
 5. **Right-of-Way Width.** Minimum right-of-way widths for local streets shall be the following:
 - a. Arterial major street: 66 feet
 - b. Collector street: 60 feet
 - c. Minor street, rural road or frontage road: 54 feet
 6. **Roadway Width.** Local streets shall have roadway widths and classifications as follows (add four feet [4'] for curb):
 - a. Arterial street: 42 feet
 - b. Collector street: 36 feet
 - c. Minor street or frontage road: 30 feet
 - d. (Rural roads: 26 feet) - Requires a recommendation by the Planning Commission and approval by the City Council through the Subdivision exception procedure.
 7. **Road Shoulders.** Where curbs are not required to be installed, a minimum of ten foot shoulders shall be provided on each side of the street unless parking is prohibited.

8. **Partial-Width Streets.** All streets within and adjacent to a subdivision shall either have been previously conveyed to the City by deed or dedication or shall be shown on the final plat for dedication to the City for street purposes.

All streets shown on the final plat for dedication to the City shall conform to the minimum standards for street width and improvements for the entire width of the street, except that the City Council may accept the dedication and improvement of partial width streets provided:

- a. That the proposed partial width street is located at the border of the subdivision and the land abutting the proposed uncompleted side of the street is not owned by the subdivider.
- b. The width of the right-of-way of the partial width street shall be not less than thirty- nine (39) feet in the instance of a minor class street and forty-two (42) feet in the instance of a collector class street.
- c. Upon approval of the City Council the improvements constructed on the partial width street may include: (a) the curb, gutter and sidewalk improvements adjacent to all abutting lots in the subdivision, (b) the water and sewer line, (c) a hard surfaced travelway portion having a width not less than one/half that required for the specified street class plus an additional twelve (12) feet of width, (d) all utility systems in the partial width street shall be located and constructed as set forth in City standards, and (e) storm drains.
- d. That there are no existing conditions which would have the effect of preventing the subsequent development of the remaining portion of the street.
- e. That construction of the partial width street at the proposed location will not create an unsafe or hazardous condition.

No final plat shall be approved where access to a proposed or existing street from adjacent property is proposed to be prohibited or is impaired by an access retainer strip ("nuisance" or "protective" strip).

9. **Cul-de-sac Streets.**(Ord 96-08 amended 5/28/96) Cul-de-sacs (dead end streets) shall be used only where unusual conditions exist which make other designs undesirable. Each cul-de-sac street shall have a minimum right-of-way width of fifty-four (54) feet and must be terminated by a turn-around having a radius of not less than sixty (60) feet to the property line. The maximum length of a cul-de-sac shall be four hundred and fifty (450) feet as measured from the center of the turn-around to the point of connection to the next intersecting street. Surface water must drain away from the turn-around, except where surface water cannot be drained away from the turn-around along the street, due to grade, necessary catch basins and drainage easements shall be provided.
10. **Number of Streets at Intersection.** No more than four streets shall enter an intersection.
11. **Angle of Street Intersections.** Streets shall intersect at ninety degrees, except where otherwise recommended as necessary by the Planning Commission and approved by the City Council. The minimum radius of property lines and back of curb at intersections shall be fifteen (15) feet and twenty-five (25) feet respectively

12. **Centerline of Intersecting Streets.** The centerline of two subordinate streets meeting a through street from opposite sides shall extend as a continuous line, or the centerline shall be offset at least one hundred fifty (150') feet. An exception may be given to the off-set requirement of up to 15 feet as recommended by the City Engineer and Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04)
13. **Curved Streets Preferred.** In the design of subdivisions, curving streets shall be preferred to straight streets or rigid ninety degree grid systems.
14. **Frontage on Arterial Streets.** Driveways or other vehicular accesses to an individual lot that open onto any public street designated by the official City Street Plan as an arterial street may be used as an access if it is recommended by the City Engineer and Planning Commission and approved by the City Council. Turn-arounds, hammerhead or side-entry driveways must be incorporated to ensure that vehicles will not back out on arterial streets. (Amended by Ord. 2004-13, 9/28/04)
15. **Wildland Urban Interface.**
 - a. Access. All developments in the Wildland Urban Interface area shall have more than one access route which provides simultaneous access for emergency equipment and civilian evacuation. The design of access routes shall take into consideration traffic circulation and provide for looping of roads as required to ensure at least two access points. Looped roads with a single access are not allowed.
 - b. Exceptions. Where terrain features or other physical obstacles make provision of a second access impractical, a single access may be approved by the City Council after obtaining the recommendation of the Fire Chief and the Planning Commission.
 - c. Specifications. All secondary access roads shall have a minimum paved width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches to permit two-way traffic. These provisions will apply in lieu of those provided in Article 9.02-2-1 of the Uniform Fire Code.

(Ord. 98-19 amending Ord. 78-03)

(Amended by Ord. 2014-12, 7/08/14; Ord. 2016-03, 02/23/16)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Lon Lott	_____	_____	_____	_____
Kimberly Bryant	_____	_____	_____	_____
Carla Merrill	_____	_____	_____	_____
Ramon Beck	_____	_____	_____	_____
Jason Thelin	_____	_____	_____	_____

Presiding Officer

Attest

Troy Stout, Mayor, Alpine City

Charmayne G. Warnock, City
Recorder Alpine City

ALPINE CITY COUNCIL AGENDA

SUBJECT: Amendment to Development Code – Conditional Uses in the Business Commercial Zone

FOR CONSIDERATION ON: 11 June 2019

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve the proposed amendments to the Development Code.

BACKGROUND INFORMATION:

The Alpine Animal Hospital is proposing that dog kennels/boarding be allowed as a Conditional Use in the Business Commercial Zone. Proposed language has been prepared that would regulate and allow this use. If approved, the Alpine Animal Hospital is seeking to add this service to their business. Attached is their proposal.

The Planning Commission reviewed the proposed amendment and made a motion to recommend approval.

MOTION: John Mackay moved to recommend approval of dog kennels/boarding be allowed as a Conditional Use in the business Commercial Zone. Alan MacDonald seconded the motion.

MOTION: Alan MacDonald moved to amend the original motion to include the following language:

1. Amend Sub Part A to include the word unreasonable before adverse impact on nearby structures and/or property
2. Amend Sub Part C to say no more than 25 individual dog runs, with total dogs not to exceed 1.5 X the number of kennel runs
3. Add a new Sub Part D that would say no more than one dog shall share a kennel run without the owner's permission
4. Current D through I will become E through J. Then add Sub Part K that would say, must have an active DVM relationship to immediately treat a sick or injured animal requiring medical attention

Jane Griener seconded the motion. There were 5 Ayes and 0 Nays (recorded below). The motion passed.

Ayes:

Alan MacDonald
John MacKay
David Fotheringham
Jane Griener
Jessica Smuin

Nays:

none

STAFF RECOMMENDATION:

Review and considering approving the proposed amendments to Article 3.07.030 of the Development Code.

Alpine Pet Lodge Proposal



Introduction; The owners of Alpine Animal Hospital, Michael Kendig and Sarah Kendig, and their practice manager, Monica Lawlis have created a proposal for construction and opening of a dog boarding kennel on the current property of the veterinary hospital. The building would measure 30'0"x 64'0" x 11'4" with a 10'0" truss clearance and be located on the far side of the property, on the other side of the clinic from Alpine Highway. In this proposal we will address possible concerns that may arise due to this project and our proposed solutions. We believe this will be a much needed service for Alpine and only bring positive changes.

Noise; The facility will feature all indoor, soundproofed kennels having a maximum of twenty five cages/rooms at one time. Outside time with the dogs will only happen with a trained staff member. This will control any excessive barking or noise from the dogs due to constant supervision while outside on the grounds. For play time we will convert an existing empty building so that dogs can run and play but still be inside, controlling noise and any outside disturbances. We will not allow noise to affect any neighboring businesses, residents, or the veterinary clinic.

Aesthetic; Alpine is a beautiful city featuring the mountains and local architecture. Local buildings and style will be kept in mind while building the new facility. Not only will it fit into the city, it will also improve the look of the whole property, including our veterinary clinic. Old buildings on the property will be torn down, landscaping of the whole yard will be done, and the water drainage that is currently an eye sore will be redirected and not seen as obviously. Trees will have to be removed but will be replaced with the building and a well-manicured yard and fence that is consistently up kept. The actual boarding facility will not be seen from Alpine Highway but will have an entrance close to where the current veterinary clinic entrance exists.

Parking; Currently, our parking lot has 21 well outlined parking spaces. In the summer months we not only handle our own clients, but the very busy Snoasis customers as well. With most services at the new facility only being 5-10 min interactions during drop off and discharges,

parking should never be an issue. Snoasis will be off the property before the facility opens as well which will open up most of our available parking. There will not be a certain window of an influx of traffic due to us being open all day and the flexibility for clients to come by when it's most convenient for them during our open hours. This will prevent any traffic issues that may affect local businesses and schools around the morning and evening rush hours.

Environment; Outside pet waste will be routinely picked up and disposed of as not to be a nuisance from odor or sight. Inside waste will be taken care of by indoor plumbing in the kennels via drains, connected to the sanitation system. Patients will be vetted for any sickness or disease and will be required to have a negative fecal test before boarding, insuring disease doesn't spread among our clients or into the local pet community.

Alpine Benefits; There are no current boarding or grooming facilities in Alpine, and they are very much in demand. Since opening our veterinary clinic almost four years ago we have received an increasing amount of inquiries about boarding and grooming services. We are unable to accommodate due to needing kennel space for our veterinary patients. A separate boarding facility would greatly help out Alpine residents. Including a peace of mind of being directly supervised by our veterinary clinic next door should anything ever arise.

Creating Jobs; Jobs will be created for Alpine applicants especially, having local young people trained to work will benefit them, our facility, and Alpine as a whole. We will be hiring locally for young people who may be in school as well as a groomer. Offering local jobs helps to keep our business supporting Alpine city and Alpine residents. We have many young people from the area intern at the veterinary clinic who have expressed a lot of interest working at our boarding facility. Many want to work in the veterinary or pet industry as they get older and would like a starting position to work their way up in the field.





BRUCE A ALLEN
Cell Phone: (801) 231-6522
Phone Number: (801) 465-0300
Email: BALLE@Clearybuilding.com

4/9/2019
KENDIG, MIKE
Doc ID: 1150720190409125854

Cleary Buildings Project Estimate Client Proposal - Erected

Project Name: KENDIG, MIKE
Site Address: 424 ALPINE HIGHWAY ALPINE, UTAH 84004
Email: vetmedmck79@gmail.com
Cell Phone: (385) 498-4500



Commercial 30' 0" x 64' 0" x 11' 4" with 10' 0" truss clearance from 100'-0" mark. (8 Bays at 8' o.c.)

Details:

Truss (Standard Lower Chord) with 3/12 roof pitch.
Default Ceiling Design: Designed to Support a Future Drywall Ceiling
Purlin Blocking: Both Endwalls are purlin blocked
Type Foundation: In Ground
Concrete Floor: Yes - Supplied by Purchaser
54 psf Ground Snow Load with 2"x4" Continuous 2' 0" inch on center purlins.

Exterior Finishes:

Roof/Siding: Grand Rib 3 Plus
Roof Condensation Control: 2" condensation blanket white vinyl faced
- Lifetime Film Integrity Warranty, 35 Year Fade and Chalk Warranty, and G-90 Galvanizing Up to 1.0 ounce of Zinc Protection.

Accessories:

Standard Ridge Cap.
Marco LP2 Weather-Tite Ridge Vent "Low Profile" (Add ventilation to ridge).
Side Wall Overhang: Low Profile Eave Ventilation on S1 & S2
End Wall Overhang: None on E1 & E2

- (1) - Plyco Series 20 Blocked 3'-0"x6'-8" with 2x6 frame 22"x36" Insulated - Thermo Pane
- (1) - Plyco Series 20 Blocked 3'-0"x6'-8" with 2x6 frame 22"x36" Insulated - Thermo Pane
- (16) - Plyco CTB500 Horizontal Step Saver Horizontal (Single Slider) 4'-0"x2'-0" with 2x6 Step-Saver Screen



BRUCE A ALLEN
Cell Phone: (801) 231-6522
Phone Number: (801) 465-0300
Email: BALLEEN@Clearybuilding.com

4/9/2019
KENDIG, MIKE
Doc ID: 1150720190409125854

Features: Insulated Double Pane

Interior Finish / Insulation

Responsibilities

Temporary Services:

- Purchaser will provide electric power during construction.
- Portable toilet rental not included with this proposal.
- Seller to pile scrap for Purchaser use or disposal.

Permit

Purchaser shall timely obtain at Purchaser's cost all necessary and required permits and licenses for the construction contemplated by this Agreement.

Site

If Seller is unable to proceed with normal digging procedures (concrete, rocks, etc.), then the extra expense resulting from such condition(s) will be the obligation of the Purchaser and shall be paid to Seller upon request.

Access must be provided for unloading materials to the building material placement area which must be within 75 feet of the building pad – If greater than 75 feet, additional charges will be applied

Total Building Proposal Investment: \$67,506

- Includes material, labor, tax, delivery, warranties and builder's risk insurance.
- Please note this price is subject to change without notice after 4/17/2019.

Dumpster Option - NOT included in the project investment price above

Seller to place scrap in the dumpster and remove from site (Price subject to change based upon delivery and travel charges for the dumpster) \$1,200

Note: If Dumpster Option is not selected, Seller will pile scraps and packaging near building for Purchaser use or disposal.

1. Cleary Trained Crews
2. Workers Compensation and Builders Risk Insurance
3. Only National Builder debt free since 1985.
4. SteelWood University® - through our best-in-class in-house curriculum, we invest in our employees' education to have the premier team to provide you the best solution and the best service.
5. 99.0% Customer Satisfaction
6. Fully staffed for concept, engineering and construction with just one point of contact for you.
7. Dedicated to your design with personal service specialized by our unique Shamrock Service Guarantee.
8. Best warranties in the industry with the financial strength to stand behind them.

Payment Terms



BRUCE A ALLEN
 Cell Phone: (801) 231-6522
 Phone Number: (801) 465-0300
 Email: BALLE@Clearybuilding.com

4/9/2019
 KENDIG, MIKE
 Doc ID: 1150720190409125854

Payment Terms

Amount	Type	Percent	Description
\$13,501	Down Payment	20 %	Upon the signing of the contract with CLEARY BUILDING CORP.
\$27,002	Delivery Payment	40 %	Payment due upon first load of building materials. In the event that multiple loads of materials are required, due to the size of the building, the remaining materials will be shipped to the site as needed while the building is under construction
\$20,252	Truss Payment	30 %	When all trusses are installed on the building. In the event that there is more than one building on a contract, the truss in place payment is due upon installing the trusses in one of the buildings.
\$6,751	Final Payment	10 %	Paid upon Completion and such payment to be delivered to the crew foreman of CLEARY BUILDING CORP.
\$67,506	Total Amount	100%	

TERMS OF PAYMENT: (1) If Contract Amount is \$35,000.00 or less, the terms of payment shall be as provided in the payment terms section above. (2) If Contract Amount is over \$35,000.00, the terms of payment shall be pursuant to the Bank Reference Form which is made a part of this Contract.

If the Purchaser fails to make a payment when due, Purchaser agrees to pay Cleary, upon demand, a delinquency charge equal to the lesser of three-quarter percent (.75%), or the highest rate allowed by law, of the delinquent amount per fifteen (15) days, from the date the delinquent amount is due, until the date it is paid.

License numbers by state: VA #2705 123094A, MI #2102150963, MN #20076522, IL #104.002640, AZ # ROC212050 Limit \$250,000, NM #86107 Limit \$1,000,000, NV #0042464 Limit \$2,000,000, OR # CCB 115247, WA # CLEARBC044NE, PA120833, WV # WV034562

This contract has not been reviewed for energy code compliance. Conformance to the International Energy Conservation Code (IECC) may necessitate additional costs not included in this contract.

This proposal and similar work hereunder are predicated on non-union (non-prevailing wage) labor. If union (prevailing wage) is required, the additional costs will be covered by the purchaser.

Building Proposal Investment is based upon paying with cash or check. If credit card payment is requested (MasterCard, Visa, Discover, or American Express), the purchaser waives the 3% cash or check discount that would be applied to the contract amount.



To turn off 3D imagery, update your map style [MAP STYLE](#)

9:43 PM Thu Apr 18

100%

Street View



3D

Google

Google

40°26'50"N 111°46'49"W 1 mi



Michael Kendig <alpineanimalhospital424@gmail.com>

Invoice + Alpine Animal Lodge!

Whitni Smith <whitni76@gmail.com>
To: alpineanimalhospital424@gmail.com

Fri, Apr 26, 2019 at 2:31 PM

I am an alpine resident and would love for Alpine to have a boarding option. I have two dogs and go out of town frequently and am need of a place for my dogs. There is no option right now in Alpine.

Thank you,
Whitni Smith

Sent from my iPhone

> On Apr 26, 2019, at 2:14 PM, alpineanimalhospital424@gmail.com wrote:

>

[Quoted text hidden]

> <AVIE070335E.PDF>

4/22/19

To: Alpine City Council & Planning Commission,

Subject: Alpine Animal Hospital, Animal Boarding Addition

The Ferrier's have been a resident of Alpine for 16 years and hopefully will spent our remaining years here as well.

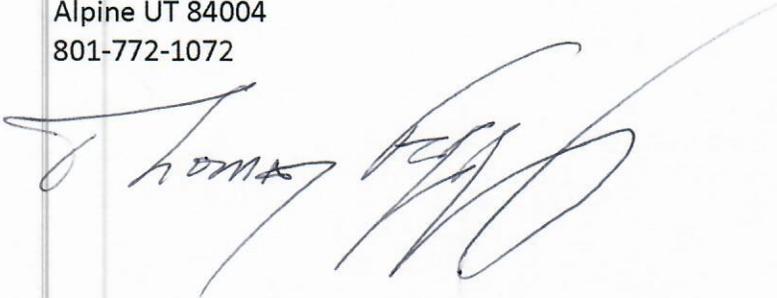
We have had dogs all of the years mentioned above and when we needed vet care for yearly vaccinations or emergencies we were going up into Draper or farther for treatment. Before Dr Kenig came to Alpine we had a very serious condition happen to our dog, which evolved in about 12 months of vet visits and the problems were not getting resolved. I took that same dog to Alpine Animal Hospital after it opened here in Alpine and Dr Kendig explained in a brief few minutes what the problem was and the course of action to repair him, a few weeks and he was back in great shape.

My wife and I travel for our business and to see family in Phoenix and Boise quite often, and most of the time are unable to bring our pets. We currently have been taking our pets to PG for boarding which takes over an hour each way to take them and pickup them 2-3 times a month, consuming a lot of time each month, and most trips are only a few days. So, having a boarding facility locally would be an extreme benefit for us.

We are very glad that Alpine Animal Hospital is located close by and that Dr Kendig has built a viable business here in our community.

Hoping the Board of Alpine will vote in favor of them having a boarding facility at there current location.

Thomas & Carol Ferrier
1061 Moyle Dr
Alpine UT 84004
801-772-1072

A handwritten signature in black ink, appearing to read "Thomas Ferrier", written in a cursive style.

Alpine Animal Hospital

Michael C. Kendig DVM
424 Alpine Highway
Alpine, UT 84004

Phone: (385) 498-4500

Email: alpineanimalhospital424@gmail.com

To whom it may concern,

We are contacting you in regards to a proposal of a pet boarding lodge being added to our current property next to Alpine Animal Hospital. We are reaching out to our neighbors and local government to address any questions or concerns and to hopefully receive feedback and support as we move forward. Please read over the proposal and if you have any unanswered questions do not hesitate to call or email Monica Lawlis (practice manager) or Dr. Michael Kendig (owner and veterinarian). We feel this will be a positive addition to the Alpine community. We have gone to great lengths to foresee any undesirable consequences to our neighbors and Alpine in general and feel we have solutions to any possible concerns. The building will be constructed directly next to the veterinary clinic which has been open now for four years with great success and overwhelmingly positive feedback. Please let us know your thoughts or if you have any concerns, we will be happy to discuss them and make any changes necessary.

With warm regards,

Monica Lawlis & Dr. Michael Kendig

*Great Idea!
I'm all in!
Sharon Outson*



Michael Kendig <alpineanimalhospital424@gmail.com>

Dog Boarding

Richard Thomsen <ravengramps@gmail.com>
To: alpineanimalhospital424@gmail.com

Fri, Apr 26, 2019 at 7:55 PM

Daisy and Sage enjoy their boarding time. I appreciate how quiet the facility is. I've never heard dogs barking. Plus the facility is extremely clean. I've never seen or smelled anything objectionable inside the building or outside. I appreciate how clean the facility always is.

I hope you are allowed to expand. There are times when you have been too busy to board my dogs. Alpine City needs to expand its businesses to make the city more livable.

Sincerely,
Richard Thomsen

4113 Alpine Cove Circle, Alpine, Utah

Sent from my iPhone



Michael Kendig <alpineanimalhospital424@gmail.com>

Alpine Animal Lodge Support

Paul Speed <pauljspeed@gmail.com>

Mon, Apr 22, 2019 at 9:33 PM

To: Michael Kendig <alpineanimalhospital424@gmail.com>

To Alpine City Planning:

As an Alpine resident, I can attest that our community would greatly benefit from an animal boarding and grooming service provider. The fact that it would be owned and operated by a conscientious and community-minded professional like Dr. Michael Kendig makes the proposal all the more enticing to the local citizenry. I, along with the host of Dr. Kendigs friends and neighbors, wholeheartedly support the advancement of the planning process with Alpine City

Very best regards,

Paul Speed

[Quoted text hidden]

To whom it may concern,

My name is Laine Smith and have lived in Alpine for the last 19 years. Having a veterinarian run boarding and grooming facility in Alpine would be of great use to me and my family as we leave out of town often in the summer and struggle to find somewhere safe to leave our family dog. Being able to leave our pet at a facility under the care of our trusted veterinarian would give us much more peace of mind during these times. Dr. Kendig and his staff have always taken the best care of our animals and I feel that a boarding and grooming facility run by Dr. Kendig would serve our community well.

Thank you,

Laine Smith

To Whom It May Concern:

I heard about the animal boarding project at the Alpine Animal Hospital. I think it's a very useful service here in Alpine. I have spoke with many pet owners in Alpine that have to take their pets long distances to have them boarded if their pet needs aftercare following a surgery/procedures and or need a place if they are going on vacation. This boarding is situated in the perfect place off main street on the way out of town secluded in it's own little area. I think it's a great idea.

Paul Anderson (Alpine Resident 14 years)



Michael Kendig <alpineanimalhospital424@gmail.com>

Alpine Boarding

1 message

Briana Wiegele <bmwiegele@gmail.com>

Mon, Apr 22, 2019 at 3:57 PM

To: Michael Kendig <alpineanimalhospital424@gmail.com>

To whom it may concern,

My husband and I both work full time and sometimes are required to travel for work. To have a boarding facility in Alpine for our dog, Curry would be extremely convenient. We currently have to travel to American Fork for daycare, grooming, and boarding.

We are very supportive of having a boarding facility in Alpine and couldn't think of anyone better suited than the staff at Alpine Animal Hospital. They are very caring and accommodating and we have had nothing but positive interactions with them.

We would definitely be a customer and hope we can offer these services in our area!

Respectfully,
Bri & Matt DeHaan

To whom it may concern,

Our family has lived in Alpine for the last 19 years and have been taking our family pets to be seen by Alpine Animal Hospital 4 years. We have felt that Dr. Kendig's facility was an excellent addition to our community.

Our family dog has separation anxiety and we have struggled finding somewhere to board her safely when we leave out of town. We would feel much safer knowing our family pet was under the care of a veterinarian that we trust.

A pet boarding facility in Alpine run by Dr. Kendig would be a great contribution to our community. I would also be excited to see the youth of Alpine have an opportunity to be employed at this facility. Working with animals is a great opportunity.

Thank you,

Heather and Scott Smith

**ALPINE CITY
ORDINANCE 2019-13**

AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.07.030 OF THE ALPINE CITY DEVELOPMENT CODE PERTAINING TO CONDITIONAL USES IN THE BUSINESS/COMMERCIAL ZONE.

WHEREAS, The Alpine City Council has deemed it in the best interest of Alpine City to amend the Business/Commercial Zone Conditional Use Ordinance to to allow Dog Kennels/Boarding Facilities ; and

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

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

NOW THEREFORE, be it ordained by the Council of Alpine City, in the State of Utah, as follows: The amendments to Article 3.07.030 contained in the attached document will supersede Article 3.07.030 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: **AMENDMENT** “3.07.030 Conditional Uses” of the Alpine City Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

3.07.030 Conditional Uses

The following buildings, structures and uses of land shall be permitted upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of DCA 3.10.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
3. Hotels and motels.
4. Schools, churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to approval by the Planning Commission.
5. Civic Buildings. (Ord. 95-10, 4/25/9)
6. Restaurants, provided that any such facility providing drive-up window service shall also include an area for inside service to patrons in an amount not less than fifty (50%) of the

total floor area of the structure. In addition, the following shall apply to restaurants.
(Ord. 97-05, 5/27/97)

- a. A traffic analysis shall be provided as part of the conditional use application.
 - b. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.
 - c. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.
 - d. Restaurants must comply with provisions of the sign ordinance.
 - e. Restaurants must comply with the landscaping and design provisions in the B-C zone.
 - f. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
 - g. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.
7. Single family dwellings (conventional construction) when proposed for placement on a lot not in a recorded subdivision, subject to compliance with the applicable conditions within the zone and approval of a site plan by the Planning Commission.
 8. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
 9. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
 - a. No sexually-oriented business shall be located within:
 - i. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
 - ii. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
 - iii. One thousand (1,000) feet of a liquor store; and
 - iv. One thousand (1,000) feet of any other sexually-oriented business.

For the purposes of this section, distance shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:

- (1) The closest property line of any school, day care facility, public park, library, and religious institution;
 - (2) The nearest property line of any residential use or residential zone;
 - (3) The nearest property line of any liquor store; and
 - (4) The closest exterior wall of another sexually-oriented business.
10. Home occupations, subject to the provisions of DCA 3.23.070 Part 3.
 11. Accessory apartments, subject to the provisions of DCA 3.23.070 Part 1.
 12. Mechanical Automotive Repair Shops
 - a. Odors and noise shall be controlled as to not have an adverse impact on any nearby structures.

- b. There shall be no more than 5 automobile bays.
- c. No automobiles shall be stored on the property for more than 14 days.
- d. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshall, and Environmental Protection Agency.
- e. Mechanical automotive repair shops must abut directly upon and have access to Main Street (south of southern property line of the property located at 30 South Main Street) or Canyon Crest Road within the Business Commercial zone.
- f. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than 3 parking spaces provided per bay.
- g. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

A F T E R A M E N D M E N T

3.07.030 Conditional Uses

The following buildings, structures and uses of land shall be permitted upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of DCA 3.10.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
3. Hotels and motels.
4. Schools, churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to approval by the Planning Commission.
5. Civic Buildings. (Ord. 95-10, 4/25/9)
6. Restaurants, provided that any such facility providing drive-up window service shall also include an area for inside service to patrons in an amount not less than fifty (50%) of the total floor area of the structure. In addition, the following shall apply to restaurants. (Ord. 97-05, 5/27/97)
 - a. A traffic analysis shall be provided as part of the conditional use application.
 - b. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.
 - c. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.
 - d. Restaurants must comply with provisions of the sign ordinance.
 - e. Restaurants must comply with the landscaping and design provisions in the B-C zone.

- f. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
 - g. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.
7. Single family dwellings (conventional construction) when proposed for placement on a lot not in a recorded subdivision, subject to compliance with the applicable conditions within the zone and approval of a site plan by the Planning Commission.
 8. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
 9. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
 - a. No sexually-oriented business shall be located within:
 - i. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
 - ii. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
 - iii. One thousand (1,000) feet of a liquor store; and
 - iv. One thousand (1,000) feet of any other sexually-oriented business.

For the purposes of this section, distance shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:

- (1) The closest property line of any school, day care facility, public park, library, and religious institution;
 - (2) The nearest property line of any residential use or residential zone;
 - (3) The nearest property line of any liquor store; and
 - (4) The closest exterior wall of another sexually-oriented business.
10. Home occupations, subject to the provisions of DCA 3.23.070 Part 3.
 11. Accessory apartments, subject to the provisions of DCA 3.23.070 Part 1.
 12. Mechanical Automotive Repair Shops
 - a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on ~~any~~ nearby structures and/or property.
 - b. There shall be no more than 5 automobile bays.
 - c. No automobiles shall be stored on the property for more than 14 days.
 - d. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshall, and Environmental Protection Agency.
 - e. Mechanical automotive repair shops must abut directly upon and have access to Main Street (south of southern property line of the property located at 30 South Main Street) or Canyon Crest Road within the Business Commercial zone.

- f. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than 3 parking spaces provided per bay.
- g. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).

13. Dog Kennels/Boarding Facilities

- a. Odors and noise shall be controlled as to not have an unreasonable adverse impact on nearby structures and/or property.
- b. Dogs shall be kept primarily indoors, with the exception of short periods of time for the dogs to exercise, relieve themselves, go on walks, etc.
- c. Shall have no more than twenty five (25) individual dog kennel runs, with total dogs not to exceed 1.5 times the number of kennel runs.
- d. No more than one dog shall share a kennel run without the owner's permission.
- e. Facility shall be sound proofed.
- f. Shall comply with City off-street parking requirements.
- g. Shall provide daily disposal of all animal feces and wastes.
- h. Shall conform to the provisions of the Gateway/Historic Zone (DCA 3.11).
- i. There shall be adequate and effective means of control of insects and rodents at all times, such control shall be carefully monitored.
- j. Operator shall bear full responsibility for recapturing and controlling any escaped animal.
- k. Must have an active DVM relationship to immediately treat a sick or injured animal requiring medical attention.

(Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Lon Lott	_____	_____	_____	_____
Kimberly Bryant	_____	_____	_____	_____
Carla Merrill	_____	_____	_____	_____
Ramon Beck	_____	_____	_____	_____
Jason Thelin	_____	_____	_____	_____

Presiding Officer

Attest

Troy Stout, Mayor, Alpine City

Charmayne G. Warnock, City
Recorder Alpine City

ALPINE CITY COUNCIL AGENDA

SUBJECT: Bookmobile Agreement

FOR CONSIDERATION ON: June 11, 2019

PETITIONER: Utah County

ACTION REQUESTED BY PETITIONER: Review and approve the Bookmobile Agreement for 2019-2020.

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 2018-19, and the proposed Agreement for 2019-20.

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, 2019 until June 30, 2020*. 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, 2019.

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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

William C. Lee, Chair

ATTEST:
Amelia A. Powers
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 _____, 2019.

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

ALPINE CITY

APPROVED this _____ day of _____, 2019.

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 _____, 2019.

By: _____
Legal Counsel for Alpine City

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 31st day of July, 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 9th day of August, 2018.

By: 
David H. Shawcroft, Deputy
Utah County Attorney

ALPINE CITY

APPROVED this 26th day of June, 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 10th day of June, 2018.

By: 
Legal Counsel for Alpine City