



## ALPINE CITY COUNCIL MEETING AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a Public Meeting on **Tuesday, April 9, 2019 at 7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

- I. CALL MEETING TO ORDER** \*Council Members may participate electronically by phone.
  - A. Roll Call:** Mayor Troy Stout
  - B. Prayer:** Kimberly Bryant
  - C. Pledge of Allegiance:** By invitation
  
- II. CONSENT CALENDAR**
  - A. Minutes of the Alpine City Council Meeting held March 26, 2019**
  - B. Resolution No. R2019-04 - Appointment to the Pressurized Irrigation Board**
  - C. Resolution No. R2019-05 - Banking and Investment Management**
  - D. Bond Release #4 - Alpine View Estates - \$25,197.00**
  
- III. PUBLIC COMMENT**
  
- IV. REPORTS and PRESENTATIONS**
  
- V. ACTION/DISCUSSION ITEMS**
  - A. Willow Canyon Height Restriction - Whittenburgs:** Request that the Council waive the right to enforce the height limitation in Willow Canyon for the property at 153 N. Bald Mountain Drive.
  - B. 2019 Alpine City Municipal Election:** The Council will consider approving the Interlocal Agreement contracting with Utah County to conduct Alpine City's 2019 Municipal Election.
  - C. Tentative Budget Discussion for Fiscal Year 2019-2020:** The Council will discuss the budget.
  
- VI. STAFF REPORTS**
  
- VII. COUNCIL COMMUNICATION**
  
- VIII. EXECUTIVE SESSION:** Discuss litigation, property acquisition or the professional character, conduct or competency of personnel.

**ADJOURN**

Mayor Troy Stout  
April 5, 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](http://www.alpincity.org) and on the Utah Public Meeting Notices website at [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html)

# PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- When speaking to the Planning Commission/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**  
**March 26, 2019**

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

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

Mayor Troy Stout

Council Members: Jason Thelin, Ramon Beck, Carla Merrill, Lon Lott. Kimberly Bryant participated electronically.

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

Others: Peter Duke, Alan Cottle, Wally Western, John Daniels, Rozan Mitchell, Lisa Allsup, Everrt Williams, Clark Burgess, Richard James, Will Jones, Breezy Anson, Bradley Reneer, Judi Pickell, Josh Walker, Kristina Weismann

**B. Prayer:** Lon Lott

**C. Pledge of Allegiance:** Carla Merrill

**II. CONSENT CALENDAR**

**A. Minutes of the Alpine City Council meeting on March 12, 2019.**

**MOTION:** Carla Merrill moved to approve the Consent Calendar with grammatical corrections to the minutes. Ramon Beck seconded. Ayes: 4 Nays: 0. Motion passed. Kimberly Bryant was not present at the time of the motion.

**Ayes**

Jason Thelin

Ramon Beck

Carla Merrill

Lon Lott

**Nays**

None

**III. PUBLIC COMMENT**

Evertt Williams - Rosanna Lane. Mr. Williams said he had worked on the trail committee for 15 years. He had two items. First, on Tuesday, April 16th the trail committee would be planting about 300 fir trees in Lambert Park. They had some volunteers from the National Honor Society to help with that. The trees would probably need to be watered until they were established. On the 27th of April, the trail committee would be working on some trail maintenance projects and were inviting the community to help.

Mr. Williams said his second issue was the shooting on Forest Service land. People were standing outside Lambert Park and shooting at the signs inside the park, which was very hazardous for people using the park. Motorized vehicles also created problems by tearing up the terrain and posing fire dangers because heat from the catalytic converter could ignite the dry grass. People camping at the Bowery were building fires outside the designated fire rings. There needed to be improved communication about fires in the Bowery. If they had a fire, they needed water to put it out.

Regarding the shooting problem, he said shooters left litter and rounds on the ground, which they were supposed to pick up. He wondered if they could prohibit firearms and alcohol in Lambert Park. David Church said cities could not adopt a law that was more restrictive than state law, and the state allowed open carry. He said the Council could limit shooting more easily than they could limit carrying. Littering was already against the law, but the problem would be enforcement. City police would have to get permission from the Forest Service to enforce the law outside the park.

Shane Sorensen said that after the Quail Fire, they had put up signs prohibiting firearms and the City got a letter within the week from a state agency saying that they could not infringe on the right to carry.

1 Mayor Stout said he was disappointed that the Forest Service had not followed through on their promise to regulate  
2 shooting.

#### 3 4 **IV. REPORTS AND PRESENTATIONS**

5  
6 Shane introduced Eva Melton, the new Events Coordinator. She was working on Alpine Days with Melanie Ewing  
7 who was acting as a consultant. Ms. Melton said she from Washington State and had graduated from BYU in  
8 recreation management with a minor in nonprofit management. She said she was excited to be working on Alpine  
9 Days. She would also help manage City parks and open space.

10  
11 **A. American Fork Chamber of Commerce:** Judi Pickell said that when she was serving on the Alpine  
12 City Planning Commission several years ago, she saw that the relationship between the businesses and the City was  
13 lacking, so she had created the Alpine Business Association. At the time, she had reached out the American Fork  
14 Chamber of Commerce, but they did not offer the service she was looking for. Since that time, the AF Chamber had  
15 hired two fulltime employees to do the very things she had been looking for. The Chamber's goal was to help cities  
16 help local businesses prosper and be successful.

17  
18 Josh Walker said he had been involved with the Chamber of Commerce for 14 years, beginning when he worked for  
19 the Daily Herald. He worked with cities to get sponsors for their city celebrations. The Chamber of Commerce acted  
20 as a liaison between the businesses and the city. Many business owners were afraid to come to the city. He said the  
21 whole idea behind the business alliance was to help them feel supported.

22  
23 Kristina Weissman was the Vice President of the Chamber. She said the plan was to combine Alpine, Highland and  
24 Cedar Hills into their own alliance since they were smaller cities. She wanted the Alliance to let the businesses know  
25 that they supported them. The first thing they would do was to host a breakfast and invite all the businesses, and  
26 encourage them to get involved. They had breakfasts once a month along with an annual State of the City luncheon.  
27 One of the things they would do was to encourage businesses to participate in Alpine Days. In American Fork, they  
28 ran Steel Days. They wanted to educate the businesses and give them access to resources that already existed. They  
29 published a Chamber magazine that was a resource guide and provided welcome bags for new residents when they  
30 signed up for utilities. They encouraged people to do business with the businesses in their own community.

31  
32 Joseph Phelin was the Chairman of the Board in American Fork. He said his family doctor and dentist were in  
33 Alpine and three of his kids went to the charter school in Alpine. One of the advantages of being a member of the  
34 Chamber was that it enabled networking and provided services in the community. It was great for home-based  
35 businesses because they didn't have the same opportunity to meet other business owners, but the Chamber provided  
36 that opportunity.

37  
38 Mayor Stout thank Lon Lott for taking the reins in his absence on the Chamber of Commerce issue. He said Judi  
39 Pickell had done a great job organizing the businesses in Alpine. The Trunk or Treat in October was a good example  
40 of what she'd done.

41  
42 **B. Ranked Choice Voting – Josh Daniels, Chief Deputy Clerk/Auditor representing Amelia Powers.**  
43 Josh Daniels said Utah County was growing fast and was set to eclipse the population of Salt Lake County by 2040-  
44 50. It was their goal to make the Utah County Election one of the best operations in the state. To do that, they had  
45 pulled in some of the very best and most experienced elections managers in the state including Rozan Mitchell who  
46 had run the elections in Salt Lake for 20 years and Lisa Allsop, who had a decade of election experience. This would  
47 be the first year they would be using RCV (ranked choice voting). Cities could still opt in by April 15th. One of the  
48 benefits of RCV was that it cut the cost of an election in half by eliminating the primary election. It also fostered  
49 greater citizen engagement because the voter had to learn about all the candidates, and not just vote the one he liked  
50 best. The election could center on issues rather than personality. One of the potential drawbacks of RCV was that  
51 voters might be confused about how to use the ballot. For that reason, they were planning to spend \$250,000 for  
52 voter education for cities that opted in for RCV so voters were prepared to use the new ballot style. He passed out a  
53 sample ballot to the Council and said voters would still have the option to vote for only one candidate if they chose.

54  
55 In response to a question about the problematic election of 2018 with the long wait lines, Mr. Daniels said they  
56 would be running the election very differently this year. Last year the long lines were created because people were

1 waiting to use one of the two or three voting machines, plus it was a very long ballot with complex issues. This year  
 2 they would not be using voting machines except for the handicapped. Every registered voter would be mailed a  
 3 ballot, which could be returned by mail or dropped off at a secure drop box at city hall or other drop boxes  
 4 throughout the county. People who did not receive a ballot for whatever reason would still have the option to come  
 5 to the voting center on election day and vote. The new system would print ballots on demand. When the voter  
 6 checked in, the system would identify which ballot they needed, then print it. The person would vote the ballot in  
 7 one of numerous booths and then deposit it into a scanner on site which would tabulate it and send the results back  
 8 to the county. All the ballots that were voted as of election day would be counted by that evening. The only  
 9 remaining ballots would be those which were returned from overseas or received later. Ballots would need to be  
 10 postmarked by 5 pm on the day before the election. People who missed the deadline could still drop off their ballots  
 11 on Election Day at the secure drop box.

12  
 13 Carla Merrill said she had reservations about RCV. There were places that had done it and then discontinued it.  
 14 Ramon Beck also expressed some reservations about it.

15  
 16 Jason Thelin said he liked the idea of RCV and would be interested. He asked if they would have the option of doing  
 17 it on the next election if they didn't do it this year. Lon Lott said he liked the idea and would be interested.

18  
 19 Mayor Stout said he would like to wait and see how it worked for other cities before they opted in. Kimberly Bryant  
 20 said she would also prefer to wait and see how it worked.

21  
 22 Josh Daniels thanked the Council for their time and said to let the County know about their concerns. He asked them  
 23 to encourage people to vote their ballots in early and use the drop boxes rather than mailing them, which would save  
 24 the cost of postage.

## 25 26 **V. ACTION/DISCUSSION ITEMS**

27  
 28 **A. Montdella, Senior Housing Development- 242 S. Main:** Austin Roy said the proposed senior  
 29 housing development consisted of 25 townhomes on 3.94 acres with homes ranging in size from 2400 to 3500  
 30 square feet. The Council had previously seen this proposal when they approved the concept plan for a senior housing  
 31 overlay. Since that time, the Planning Commission had reviewed the Preliminary Plat and approved it. It was before  
 32 the City Council for information only.

33  
 34 The fire chief had reviewed it and said the road would need to be widened to 26 feet in order to get a fire truck in,  
 35 and a second fire hydrant was needed. The developer had revised the plan to meet the fire chief's concern. Because  
 36 of development's proximity to the charter school with its existing traffic congestion, a traffic study was done. It was  
 37 determined that the development would generate low volume traffic with about 12 trips during peak hours. There  
 38 was a question about the second access into and out of the development which would need to be resolved with  
 39 adjoining businesses.

40  
 41 The layout was presented which included a pavilion and a trail along Dry Creek. Colored renderings of the  
 42 development were available for viewing along with samples of the brick that would be used, and a roofing tile.

43  
 44 Alan Cottle - Bountiful, Utah. He said he was one of the developers and this had been in the works for some time;  
 45 now they were locking themselves into the design. They had designed the buildings with an upscale historic look as  
 46 stated in the Historic Gateway Guidelines. A sample floorplan was provided along with the renderings and layout.  
 47 There would be four or five color schemes which were compatible with each other. All of the units had space for an  
 48 elevator; he expected most people would opt for that amenity. They had a list of people who were interested in  
 49 buying a unit and some had specific architectural features they would like to see incorporated into the design.

50  
 51 Richard James commented that this was not a senior citizen housing development. Every such development he'd  
 52 seen had one-level living, plus they offered amenities like a golf course, cultural experiences, and educational  
 53 opportunities.

## 54 55 **B. Legislative Update – David Church**

1 Moderate Income Housing. Mr. Church said the Moderate Income Housing Element was included in the General  
2 Plan. In the last session, the requirements had been amended and expanded, and each city had to include a plan for  
3 how they were going to comply with the requirements. Moderate Income Housing was defined as housing that  
4 people who made 80% of the median income (approximately \$50,000/year for Utah County) could afford. That  
5 included rentals.  
6

7 Jason Thelin pointed out that developers often came to the City asking them to downzone their land with the idea  
8 they would be developing affordable lots, but in the end, the developed lots still didn't meet the affordable criteria.  
9

10 David Church said the city was only required to discuss it and plan for it. The legislation included a number of  
11 strategies which cities could use in order to comply. The city had to use at least three of them in their plan. The  
12 General Plan had to be updated by December 1st of this year to include the strategies. Annually, cities had to file a  
13 report on how they were planning to meet the requirement for the next five years. He said there were lots of things  
14 Alpine City could do to comply if they wanted to. If the Council didn't think it was possible in Alpine, they could  
15 provide funds that would be put toward moderate income housing programs in other cities or the Olene Walker  
16 Housing Fund.  
17

18 Mayor Stout asked how they would measure their progress.  
19

20 David Church said they needed to take an inventory and show a baseline. They needed to discuss the demand and  
21 what was needed, then come up with plan on how to solve it. He said that Park City was meeting the requirement by  
22 requiring developer to reserve a portion of their development for moderate housing. There was also the possibility of  
23 subsidizing the mortgages of people who worked in the town so they could afford to live in the town where they  
24 worked.  
25

26 Other items from the legislature were:  
27

28 Ranked Choice Voting, which had been discussed. He said one of the advantages of RCV was that it moved the  
29 candidate filing date to later in the year and candidates campaigned for only one election.  
30

31 The Truth in Taxation deadline had been extended to September 1st if the City was contemplating a property tax  
32 increase.  
33

34 For Initiative/Referendums, the city had to be divided into four voter participation areas. If someone wanted an  
35 initiative or referendum on the ballot, they were required to get a certain number of signatures from each of the four  
36 areas. The Council had until 2020 to divide the city and pass an ordinance. They could also do voting districts if they  
37 wanted but Alpine was a little small for that.  
38

## 39 **VI. STAFF REPORTS**

  
40

41 Austin Roy said the City had received a proposal for disc golf course to located around the fringe of an existing  
42 park. All that was needed a was designated tee spot and hole. They would probably put the proposal on a future  
43 agenda.  
44

45 Peter Duke - Mountainville Drive. He said he had submitted the proposal. Disc golf was essentially golf with a  
46 frisbee and was extremely inexpensive. It was easy to learn and easy to be good at. It provided an opportunity to get  
47 out and walk and talk to other people. He had been playing it for almost two years. It had become one of the top  
48 throwing sports and there was a huge demand for more courses.  
49

50 Austin Roy also reported that he had been approached by a business in Lehi that wanted to a service project in  
51 Alpine for Earth Day.  
52

53 Charmayne Warnock said she had been contacted by a Veterans Resource Group that was looking for a service  
54 project for Memorial Day. She asked the Council to let her know if they had any thoughts on projects they would  
55 like to see done. She had contacted Lynn Higgins who ware making preparations of the Memorial Day program, but  
56 he couldn't think of anything.

1  
2 Shane Sorensen reported on the following:  
3

- 4 • He'd been in contact with the DNR about deer removal in Alpine. There was nothing definite, as yet.
- 5 • Alpine Days Budget. He said he was working on the budget on the premise that it would be the same as last  
6 year's budget which was around \$40,000. They could approve more money if things went wrong. Lon Lott  
7 said it was his recollection that the Council had approved about \$100,000 but the revenue from the Alpine  
8 Days events offset that amount and the total expenditures were closer to \$40,000.
- 9 • Lonny Layton had proposed opening a car lot on Main Street at the last City Council meeting. The Council  
10 had denied it, so Mr. Layton was appealing the Council's decision. It would be going to the Appeal  
11 Authority.
- 12 • Gordon Willis had appealed the decision of the Appeal Authority regarding the issuance of a building  
13 permit for Tim Clark's home on Preston Drive. His appeal would be going to District Court along with his  
14 Petition for Review.
- 15 • The *No Motorized Vehicles/ No Shooting* signs had been posted in Lambert Park. He showed the Council a  
16 sample sign.
- 17 • The Lone Peak Public Safety District was proposing some amendments to the Interlocal Agreement  
18 following Cedar Hills' leaving the District. It had been proposed that the District go to a four-member board  
19 with two representatives from Highland and two from Alpine. When Cedar Hills was a member, it was two  
20 from Alpine, two from Cedar Hills and three from Highland. Since Highland was larger, they paid 65% of  
21 the budget and Alpine paid 35%. The concern was that Highland would control every decision if they had  
22 three representatives and Alpine had two. Troy Stout said Alpine would have some difficult decisions  
23 regarding the PSD. Alpine had a lawsuit to pay off which would drain the City's reserves or require a tax  
24 increase. It would be difficult to meet the increasing PSD costs if they were paying off the lawsuit. The fire  
25 chief wanted state-of-the-art fire equipment, but they only had about two calls a day.
- 26 • Shane Sorensen said he got an email from American Fork City who wanted to have a get-together with all  
27 the city councils. They planned to meet on May 14th in Pleasant Grove to share ideas.
- 28 • The Council would be seeing a resolution to appoint three members to the Pressurized Irrigation  
29 Management Committee. The Alpine City/Alpine Irrigation Company Agreement specified that there be a  
30 Management Committee consisting of three members appointed by the Council and three appointed by the  
31 irrigation company. He recommended they appoint Lon Lott, Shane Sorensen, and Greg Kmetzch.
- 32 • Phase III of the Pressurized Irrigation would begin after April 15th. The plan was not to change the billing  
33 process for PI until after all the meters were installed. The new rate structure would take place in 2020.  
34 Culinary meters were already integrated into the system so citizens could now set up an account and see  
35 their daily water usage either online or with an app on their phones.
- 36 • The ULCT Conference was in St. George on April 24-26.
- 37 • There was a Memo from Hale Engineering, who did the traffic study for the charter school, recommending  
38 that cars coming from the school only turn right and there be no left turn at 120 South.
- 39 • April 9th was shown has a night with no City Council meeting but they had a lot of things coming up. The  
40 Tentative Budget had to be done by the first meeting in May and that would leave only one meeting to  
41 work on the budget, so he proposed they hold a meeting on April 9th.  
42

## 43 VII. COUNCIL COMMUNICATION

44

45 Lon Lott:

- 46 • He said that Lynn Higgins was working on putting together the Memorial Day program. He wanted to  
47 know if he needed to rent a sound system or if they needed something to hook into a USB port and portable  
48 microphone. Jason Thelin said they were welcome to use his sound system for the Memorial Day Program.
- 49 • He had been approached by several people about the reimbursement on library cards. The cost of the card  
50 with the Highland City library had gone up and the reimbursement didn't cover it. Shane Sorensen  
51 explained that Highland wanted to join an interlibrary system which increased the cost but also provided  
52 the ability to use other libraries. They would look at it as part of the upcoming budget.  
53  
54  
55

1 Carla Merrill:

- 2 • She asked about the crosswalk near Timberline Middle School. Shane Sorensen said they were starting on  
3 it this week.
- 4 • She asked if anything was happening on the Dry Creek Corridor Trail. Austin Roy said they were widening  
5 it and rerouting it in locations where it close to the stream and eroding. They would be receiving new grant  
6 money this year which could be put toward the trail.

7  
8 Mayor Stout

- 9 • He said they were all rejoicing about the wet year, but it would also increase the risk of fire danger later in  
10 the summer. He would need to caution people about fire safety in the Newline and possibly with mailers.  
11 Flood danger was also a possibility. Shane Sorensen said the public works staff had walked the channels  
12 and taken out the snags. They had a good supply of sandbags.
- 13 • He planned to talk to the man with the goats about using them to control the weeds in Lambert Park.
- 14 • He asked if they had already used their resources for extra patrol in Lambert Park. He said he would like to  
15 see extra enforcement in the park.
- 16 • He asked about the crosswalk across High Bench Road to Healey Blvd. Shane Sorensen said there was no  
17 handicap ramp so they were going to pour a ramp and put the crosswalk back in.
- 18 • He said he had complaints about the manholes that had dropped below the surface of the road and were  
19 causing problems. He asked what it would cost to elevate the covers when they resurfaced a road. Shane  
20 Sorensen said he thought it was about \$800 per manhole.

21  
22 **EXECUTIVE SESSION:** None held.

23  
24 **MOTION:** Lon Lott moved to adjourn. Carla Merrill seconded. Ayes: 4 Nays: 0. Motion passed. Kimberly Bryant  
25 had disconnected sometime earlier in the meeting.

26  
27 Ayes

28 Jason Thelin  
29 Ramon Beck  
30 Carla Merrill  
31 Lon Lott

32 Nays

33 none

34 The meeting was adjourned at 10:15 pm.  
35

**RESOLUTION NO. R2019-04**

**A RESOLUTION OF THE CITY COUNCIL OF ALPINE CITY APPOINTING MEMBERS TO THE PRESSURIZED IRRIGATION MANAGEMENT COMMITTEE ACCORDING TO THE PRESSURIZED IRRIGATION AGREEMENT BETWEEN ALPINE CITY AND THE ALPINE IRRIGATION COMPANY.**

**WHEREAS**, Alpine City and the Alpine Irrigation Company have entered into an Agreement dated April 11, 2000; and

**WHEREAS**, the Agreement states that the City Council will appoint three members to the Pressurized Irrigation Management Committee and the Alpine Irrigation Board will appoint three members to the Pressurized Irrigation Management Committee; and

**WHEREAS**, the Agreement states that the duration of the term will be determined by the body making the appointment; and

**WHEREAS**, the Alpine City Council has determined the duration of the appointment for Staff Members shall be until the Council adopts a new Resolution, and the duration of the appointment of Elected Officials shall be until that Official leaves office or a new Resolution is adopted.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF ALPINE CITY AS FOLLOWS:**

1. That Shane Sorensen - Public Works Director/City Administrator, Greg Kmetzch - Public Works Lead, and Lon Lott - City Councilman be appointed to the Pressurized Irrigation Management Committee.

2. This Resolution shall take effect upon passing.

Passed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Troy Stout  
Alpine City Mayor

Attest:

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Charmayne G. Warnock  
Alpine City Recorder

PRESSURIZED IRRIGATION SYSTEM AGREEMENT  
BETWEEN ALPINE CITY AND ALPINE IRRIGATION COMPANY

This Pressurized Irrigation System Agreement Between Alpine City and Alpine Irrigation Company (the "Agreement") is entered this 11th day of April, 2000, between Alpine City Corporation, a Utah municipal corporation ("City") and Alpine Irrigation Company, a Utah non-profit corporation ("Company").

RECITALS

A. Historically, the City has been a rural, agricultural community with irrigation water provided through Company deliveries under its water rights. The City owns and operates a municipal water supply system to serve the needs of its residents. With urbanization, homes and subdivisions are being developed on formerly agricultural land, and a great demand has been placed on the City's culinary system to supply outdoor irrigation water.

B. The Company presently delivers water to its shareholders, which include the City, through a system of pipelines and open ditches, some of which experience seepage and evaporation losses and may be subject to increased maintenance obligations as the surrounding community continues to urbanize.

C. The City and the Company are willing for the City to construct a pressurized irrigation system to deliver water to shareholders of the Company and certain residents of the City who are not themselves shareholders in the Company, and assume the operation, maintenance and water delivery functions previously performed by the Company. In return, the Company will make available to the City the Company's water rights, subject to the terms and conditions of this Agreement as set forth herein.

D. The City will, as needed, supplement the water supply available under the Company water rights with City owned water rights and sources that are part of the City's culinary system needs for the benefit of all users on the system.

E. From time to time, and particularly during dry years, the water rights of the Company may not provide sufficient water for project needs through the entire irrigation season. In that event, the City will, supplement the project water supply with water from City-owned water rights, including ground water rights and other water. The Management Committee will advise the City on the need to supplement the irrigation system with water from City owned sources

F. The City entered an agreement, dated October 4, 1999, with the Central Utah Water Conservancy District pursuant to Section 207 of the Central Utah Project Completion Act (Titles II through VI of Public Law 102-575, October 30, 1992), to obtain federal funding for part of the construction costs of the pressurized irrigation system (ACUWCD Agreement). The parties understand that this Agreement is subject to

the conditions in the CUWCD Agreement, and the Company desires to cooperate with the City to comply with the terms of the CUWCD Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated and made a part of this Agreement.

2. Project Definition. The Project is the pressurized irrigation system to be constructed and operated by the City within the existing service area of the Company and the municipal boundaries of the City. The purpose of the Project is to extend the delivery capabilities and useful life of the current municipal system in the City, to conserve water, to relieve the Company of maintenance obligations on its water delivery system, and to preserve the use of water under the Company's water rights to meet the irrigation water needs of City residents and Company shareholders. The Company and City acknowledge that the system of pipelines and the delivery area of the Project will likely expand beyond the areas served at the time of initial construction. In connection with such expansion, the City will require the new users in the expanded area of the Project to transfer useable water from other sources for use in the Project to cover the water deliveries to the expanded area. A map depicting the current City boundaries and depicting the Alpine Irrigation Company service area is attached as Exhibit A.

3. Title to Company Water Rights.

a. The Company is the owner of the following water rights of record in the Utah Division of Water Rights and which shall be dedicated for use in the Project under this Agreement: 55-6913 (Ft. Canyon Creek, Carlisle Ditch); 55-6911 (Dry Creek, North Field Ditch, Ft. Ditch); 55-6910 (Dry Creek, East Field Ditch); 55-6909 (Ft. Canyon, Dry Creek, West Field Ditch); 55-1401 (Ft. Canyon Creek); 55-1400 (Grove Spring Stream); 55-1399 (Dry Creek, Chipman Creek); 55-1398 (Dry Creek); 55-1397 (Ft. Canyon Creek, Dry Creek); 55-1396 (Dry Creek); 55-1174 (pending unapproved underground water well); 55-1173 (pending unapproved underground water well); and 55-878 (pending approved Dry Creek and Chipman Creek rights).

b. Title to the water rights specified in paragraph 3(a) shall remain in the name of the Company unless determined otherwise by proper vote of its board of directors and shareholders in accordance with its Articles of Incorporation and Utah law.

c. City water rights are listed in Appendix C.

4. Dedication of Water Rights for Use in the Project.

a. The Company agrees to make available all water under its water rights to the City for delivery of irrigation water through the Project to City residents and Company shareholders.

b. The City and Company have determined and agree that nothing in this Agreement impairs the water use rights of Company shareholders.

c. Among the water rights the City accepts to satisfy its water dedication policy, the City shall continue to accept Irrigation Company shares for developments within the Project service area.

5. Change Applications and Water Use.

a. The Company's long-standing policy requires that all water use by its shareholders shall occur within the service area of the Company. The Company and Utah law do not allow shareholders to unilaterally file change applications with the Utah Division of Water Rights to change the point of diversion, place or nature of use of Company water rights. The diversion and use of Company water rights by the City within the Project's service area as provided in paragraphs 2 and 4(a) herein will require the prior approval of the Utah State Engineer to the extent there is a change in the point of diversion, place or nature of use of the water rights. The parties agree that a temporary change application or permanent change application may be filed jointly by the City and Company, seeking to obtain the authority for such use, and all such applications shall be submitted to the Company for its consent and approval prior to filing. The parties shall cooperate with each other in the preparation and filing of such applications, and the City shall be solely responsible for payment of all costs and expenses of such applications. Consistent with the making perpetually available said water rights in favor of the City, the Company agrees not to consent to a shareholder other than the City to file any change application on Company-owned water rights.

b. All water use, either by Company shareholders or by City residents as provided in paragraphs 2 and 4(a) herein, shall occur through delivery of water through the Project and, in the event of storm water runoff and/or flood flows, through the Company's open ditches. The City may file a joint change application with the Utah State Engineer to divert all of Grove Spring Stream into the City's municipal water system for municipal use in consideration for the exchange of other City water to be available for use in the Project. Grove Springs shall be managed in the following manner:

*REB  
DW*

i. Alpine City will use all of Grove Springs from October 15 until April 15, except the balance which will be used for stock watering.

ii. Alpine City will keep track of water used from April 15 until October 15. During dry years Alpine City will replace the Grove Springs water with water from other sources.

6. The City to be Solely Responsible for Project Design, Construction, Operation, Maintenance, Repair and/or Replacement.

a. The City shall, at its sole cost and expense and without any obligation on the part of the Company, design, construct, operate, maintain, repair and/or replace all Project facilities. The City shall be responsible, at its sole cost and expense and without any obligation on the part of the Company, for obtaining all necessary approvals, licenses, permits, and environmental compliance required by federal, state and local laws.

b. The City shall indemnify, defend, and hold the Company and its officers, directors, employees, and representatives harmless from and against any and all claims, damages, losses, liabilities, settlement costs, penalties, attorneys fees, and expenses resulting from the City's design, construction, operation, maintenance repair and/or replacement of the Project facilities, and the City's use of the Company's open ditches; provided that this provision is intended to protect the Company from actions that grow out of the City's conduct, and is not intended to provide protection against negligence of the Company or its officers, directors, employees, and representatives. Nothing in this subparagraph is intended to be a waiver of the City's governmental immunity under Utah law.

7. Easement Acquisition. All temporary and permanent easements necessary for the construction, ownership, operation, maintenance, repair, and/or replacement of the Project shall be acquired by the City, at its sole cost and expense and without any financial obligation on the part of the Company. The Company will grant to the City, without cost to the City, all easements over, across, under and through Company ditches necessary for the construction, ownership, operation, maintenance, repair, and/or replacement of the Project. The City Engineer or a consultant will survey the location for Project facilities, as needed, and prepare legal descriptions for the easements. Upon signature by the Company, the City will record the easements with the Utah County Recorder. Title to easements will be held in the name of the City.

8. Rules and Regulations for Water Delivery-Water Rates to be Cost Based. The City shall assume all water delivery obligations under the Project as part of its municipal function in the operation of a municipal water system. The City may set rules and regulations for the delivery and use of water beyond City limits, connections to the

SRP  
SRP

Project, and improvements or expansions of the Project. Such rules and regulations will comply with the following principles:

a. Fees to be Cost Based. The parties expressly agree that the goal is to structure user fees based on the actual Project costs. The Project shall not be used to generate profits for the City, and the Project shall not operate at a loss to the City. The initial fees set forth on attached Exhibit B, for connections to the Project and for the use of Project water, may be modified by the City from time to time, subject to review by the Company's board of directors. The City agrees to, at all times, comply with a schedule of charges for water use, connection fees, and/or impact fees based on actual costs to the City for the construction, operation, maintenance, repair, replacement, depreciation, and expansion of the Project. The City will keep accurate records and accounts of all revenues and costs, which shall be available for inspection and audit by the Company, at the Company's expense. All revenues derived from the Project shall be dedicated to an enterprise fund specific to this Project. No revenues shall be transferred to the City's general fund to finance other non-project purposes.

b. Initial Fees. The schedule of charges adopted as of the date of this Agreement is attached as Exhibit B. Exhibit B is based on estimates of costs and may need to be amended from time to time, as provided in this paragraph 8, to reflect actual costs.

c. Shareholder Rates. The parties agree that a separate user rate is appropriate and reasonable for delivery of water to shareholders in the Company in consideration for the City's use of Company water within the Project. The parties further agree that to qualify for the user rates applicable to shareholders, the owner of the land served by the connection from the Project shall be the record owner of shares of stock in the Company. Leasing shares, renting shares, contract purchasers of shares to be owned at a future date, and other interests less than possession of the stock certificate and ownership shown on the books and records of the Company, shall not qualify a person for the preferred shareholder user rate.

i. Residential Shareholder Rates. The "residential" rate (which means all connections that do not fit the agricultural definition in the initial rate schedule) for Company shareholders shall be based on estimated operation, maintenance, repair, replacement, and depreciation costs for the Project and shall not include capital repayment costs for the Project, capital improvement costs and/or costs incurred to pump water from water sources owned by the City or to develop other water sources to supplement the Company water to meet new growth within the City. The residential rate schedule states the minimum number of shares that must be owned by the user to qualify for the residential rate. For those persons that own more

shares than the minimum requirement, a \$5 per month discount for each full share of stock owned will be applied to the monthly rate for that shareholder. The \$5 per month discount will be adjusted as rates are adjusted in the same proportion to the rate adjustment. The maximum discount to be applied could reduce a shareholders monthly rate to zero. In no event will the City be required to pay a shareholder or carry the discount forward to future water bills. Likewise, the discount cannot be assigned or transferred to reduce the monthly rate of another user on the system.

ii. Agricultural Shareholder Rates. Agricultural shareholder means a shareholder that produces an identifiable agricultural crop on land that is both served by currently existing irrigation ditches and can be subdivided. Agricultural shareholder rates are outlined in Exhibit B.

iii. Non Shareholder Rates. Non-shareholder rates are outlined in Exhibit B.

9. Management Committee: A management committee will be appointed with six members. Three members will be appointed by the City Council and three members will be appointed by the Company board of directors. The duration of the appointment and removal will be determined by the body that makes the appointment. Four votes are required to pass any decision. If there is a deadlock on any decision where three vote in favor and three vote against, the matter will be submitted to the Utah State Engineer and his decision shall be final. The Management Committee will meet prior to the irrigation season each year and determine the date for beginning water deliveries from the Project. The Management Committee will meet again during September of each year and determine the date to cease water deliveries at the end of the irrigation season. During drought or other unforeseen water shortages, the Management Committee will determine how to equitably allocate the available water supply and may adopt a water conservation plan. All other aspects of the normal day-to-day operation of the Project shall be the sole responsibility of the City.

10. Status of Company to Remain Unchanged.

a. The Company is a non-profit mutual irrigation company organized and existing under the laws of the State of Utah and shall be maintained in good standing. The Company was incorporated on May 6, 1880, under Articles of Agreement on file with the Utah Department of Commerce. The Company was reorganized pursuant to Articles of Incorporation filed with the Utah Department of Commerce on December 20, 1940. The Utah Nonprofit Corporation and Co-operative Association Act and the Company's Articles of Incorporation now govern the affairs of the Company.

b. The Company board of directors agrees not to amend its articles in any way which will unreasonably adversely affect the rights of the City under this Agreement or its rights as a shareholder in the Company. The City agrees that, in the event it becomes a majority shareholder in the Company, it shall not use its voting power to cause the Company to amend this Agreement in any way that will unreasonably adversely affect the minority shareholders in the Company.

c. There are currently outstanding 1045-1/2 shares of primary water and 520-1/2 shares of secondary water issued by the Company under Article VIII of its Articles of Incorporation. The Company agrees not to issue any new shares of stock as of the date of this Agreement. It is acknowledged that the City owns shares of stock in the Company and enjoys the same rights, duties and responsibilities as other shareholders.

11. Authority for Entering Agreement. The City represents and warrants that the necessary approval was given to the mayor to enter this Agreement on the City's behalf by the affirmative vote of a majority of the City Council members at a meeting held on February 22, 2000. The Company represents and warrants that the necessary approval was given to the president to enter this Agreement on the Company's behalf through a vote of its shareholders at a duly called meeting held on March 8, 2000. The Agreement was approved by the affirmative vote of more than two-thirds of the shares voting in person or by proxy.

12. Miscellaneous Provisions.

a. Binding Effect. This Agreement shall be binding upon and benefit the parties hereto and may not be assigned without the written consent of the other party.

b. Attorney's Fees. In the event of a dispute related to this Agreement, the prevailing party shall be entitled to recover attorney's fees whether the dispute was resolved through litigation or otherwise.

c. Severability. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable, such provision shall not affect the enforceability of any other term of the Agreement.

d. Records. The parties agree that all records related to the affairs of the Project will be available for inspection and copying by the Company upon reasonable notice. As a shareholder, all records related to the affairs of the Company will be available for inspection and copying by the City upon reasonable notice.

e. Term. This Agreement shall be perpetual unless terminated by mutual consent of the City (through a vote of its Council) and the Company (through a vote of its board of directors and shareholders) or by the non-breaching party following a material breach that is not cured within 180 days notice from the non-breaching party.

f. Notices. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given three days after being sent by certified or registered United States mail to the respective address of the City or the Company as set forth below:

If sent to the City: Mayor  
Alpine City Corporation  
20 North Main  
Alpine, UT 84004

If sent to the Company: President  
Alpine Irrigation Company  
48 North 100 East  
Alpine, UT 84004

Either party may change their address for receiving notice by so notifying the other party in writing.

g. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

h. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and supersedes any prior understanding, representation, or agreement of the parties regarding the subject matter hereof.

i. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

j. No Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute waiver of that or any other right, unless expressly provided herein. Either party may, by notice delivered in the manner provided in this Agreement (but shall not be under obligation to) waive any of its rights or any conditions to its obligations hereunder, or any covenant or duty of any other party. No waiver shall affect or alter the remainder of this Agreement, and each and every covenant,

duty, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

k. Persons Bound by Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, directors, employees, representatives, successors, and assigns.

The parties have executed the foregoing to be effective the date first appearing above.

ALPINE IRRIGATION COMPANY

By *Roger E. Bennett*  
Its President

ALPINE CITY

Attest:

*Janis W. Williams*  
Alpine City Recorder

By *Don Walker*  
Its Mayor

75795.1



**Proposed Residential Secondary Rates - Irrigation share holders**

Lot Size (sf)	O&M		Share Dedication	Monthly User Costs
	\$/sf	\$/month		
10,000	0.000545	\$5.45	0.50	\$5.45
20,000	0.000545	\$10.91	0.50	\$10.91
30,000	0.000545	\$16.36	1.00	\$16.36
40,000	0.000545	\$21.82	1.00	\$21.82
60,000	0.000545	\$32.72	1.50	\$32.72

A discount of \$5.00 per additional share dedicated to the system is available for those who have extra water shares.

The monthly user rate cannot be discounted below \$0.00.

Lots over 60,000 sf are charged a minimum of \$32.72 per month plus the sf rate for any irrigated land above 60,000 sf.

**Proposed Residential Secondary Rates - Non share holders**

Lot Size (sf)	Capital Cost		O&M		Pumping \$/month	Monthly User Costs
	\$/sf	\$/month	\$/sf	\$/month		
10,000	0.000350	\$3.50	0.000545	\$5.45	\$1.71	\$10.67
20,000	0.000350	\$7.00	0.000545	\$10.91	\$3.43	\$21.33
30,000	0.000350	\$10.50	0.000545	\$16.36	\$5.14	\$32.00
40,000	0.000350	\$14.00	0.000545	\$21.82	\$6.85	\$42.67
60,000	0.000350	\$21.00	0.000545	\$32.72	\$10.28	\$64.00

Lots over 60,000 sf are charged a minimum of \$64.00 per month plus the sf rate for any irrigated land above 60,000 sf.

**Proposed Impact and Connection Fee Schedule**

Lot Size (sf)	Connection Fee	Second Year Impact Fee	Water Requirement
			Alpine Irrigation Shares (primary shares)
10,000	\$375.00	\$2,900	0.2
20,000	\$425.00	\$2,900	0.4
30,000	\$465.00	\$2,900	0.6
40,000	\$500.00	\$2,900	0.8
60,000	\$600.00	\$2,900	1.2
(Or Actual Cost)			

Connection fee is actual cost of bringing the lateral from the main line to property line only.

Connection fee not paid by current irrigation company share holders.

Impact fee is preliminary and should be updated with a secondary water master plan at project completion.

City will accept the equivalent of Alpine Irrigation Company shares for development water requirement

only when the parcel has not been served by the irrigation company in the past.

One primary share equals three secondary shares.

All new development will be charged the residential non share holder monthly rate.

**Proposed Agriculture Rates**

Proposed cost per share per month

**\$1.00**

Those who wish to flood irrigate will take water from the pipe on the historical turn basis.

Those who wish to sprinkle will be required to have one share per irrigated acre.

Agriculture land is that land which meets the following three criteria

1. Can be subdivided.
2. Produces an identifiable agriculture product.
3. Land is currently served by existing ditches and Alpine Irrigation Company shares.

**Proposed Culinary Water Fee Schedule**

	User Percentage	
Cost per initial 4000	\$9.00	6.00%
Cost Per 1000 next 2000	\$1.50	13.00%
Cost Per 1000 next 2000	\$1.75	15.00%
Cost Per 1000 next 2000	\$2.00	16.00%
Cost Per 1000 next 2000	\$2.25	14.00%
Cost Per 1000 after	\$2.50	36.00%

WR Number	Source
55-1185	Box Elder and Canyon Springs
55-6943	Schoolhouse, Birch and Hammongog Springs
55-4708	1st West Well
55-740	3rd East Well
55-5597	3rd North Well
55-1094	Busch Well
55-5995	Carlisle Well
55-5369	Busch Well
55-6904	Cottonwood and Hidden Springs
55-837	Cottonwood and Hidden Springs
55-7617	Wadsworth Springs
55-6463	To be transferred to existing City Water Source
55-6645	To be transferred to existing City Water Source
55-8938	To be transferred to existing City Water Source
55-1361	To be transferred to existing City Water Source
55-4290	Schoolhouse, Birch and Hammongog Springs
55-4114	Box Elder Springs
55-9064	To be transferred to existing City Water Source
55-9089	To be transferred to existing City Water Source
55-9090	To be transferred to existing City Water Source
55-9091	To be transferred to existing City Water Source
55-9092	To be transferred to existing City Water Source
55-9093	To be transferred to existing City Water Source
55-5727	To be transferred to existing City Water Source

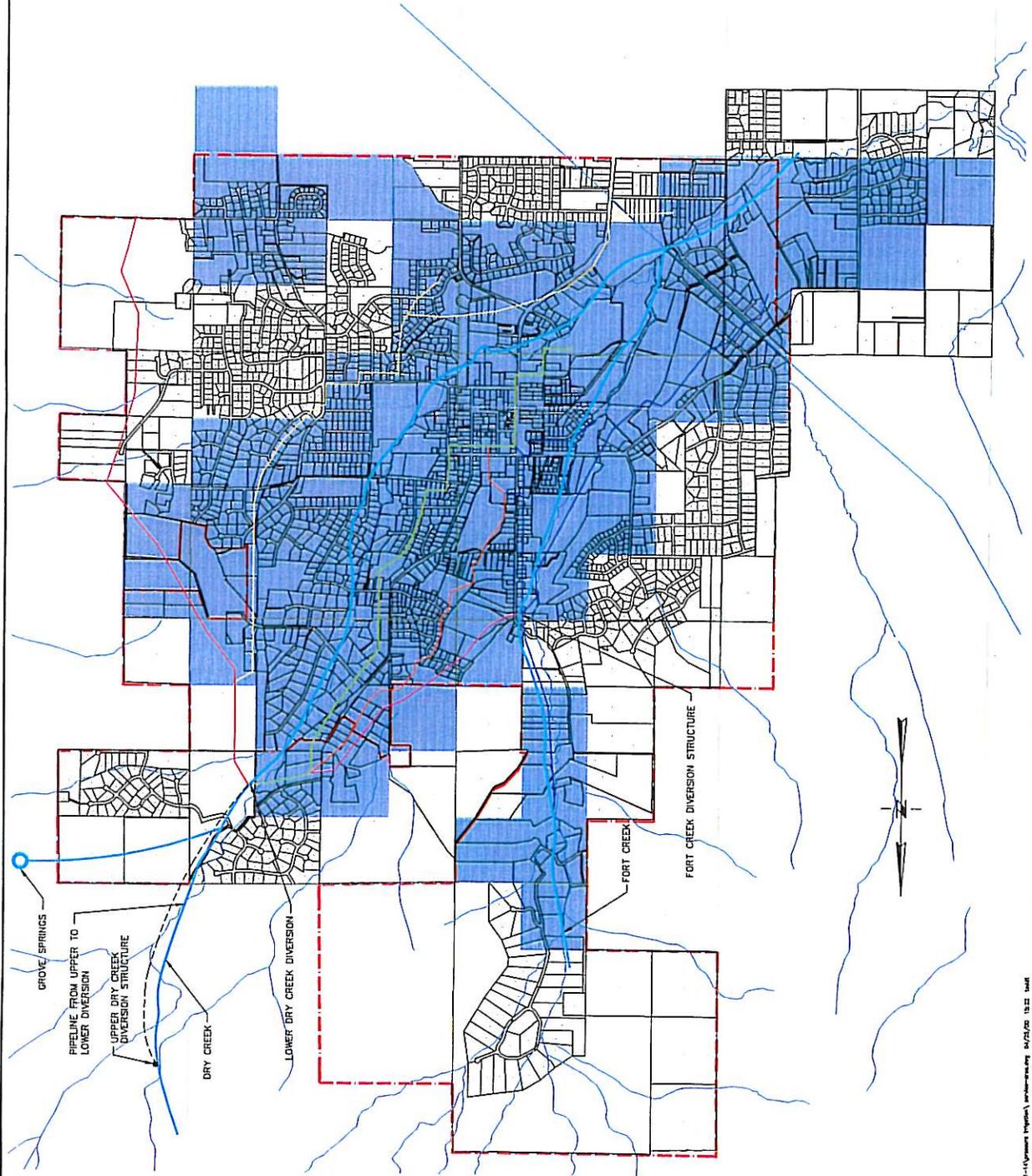
*RW*

*RWB  
ALU*

# ALPINE IRRIGATION COMPANY SERVICE AREA

## LEGEND

- CITY BOUNDARY
- SECTION LINES
- ALPINE IRRIGATION COMPANY SERVICE AREA
- PIPE LINE
- FORT DITCH
- HIGH BENCH DITCH
- EAST FIELD DITCH
- WEST FIELD DITCH
- SUPPLEMENTARY DITCH
- NORTH FIELD DITCH
- RIVER



*Handwritten signature or initials.*

**HORROCKS ENGINEERS**  
 ONE WEST MAIN  
 SUITE 200  
 DENVER, CO 80202

**RESOLUTION NO. R2019-05**

**PUBLIC ENTITY RESOLUTION  
REQUIRED BY THE OFFICE OF THE STATE TREASURER**

**WHEREAS**, The Office of the State Treasurer requires Alpine City to authorize by Resolution certain employees to manage banking and investments of said entity; and

**WHEREAS**, the Alpine City Council acknowledges that Shane L. Sorensen is the Alpine City Administrator and Carolyn Riley is the Alpine City Treasurer.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF  
ALPINE CITY AS FOLLOWS:**

1. That Shane Sorensen, City Administrator, and Carolyn Riley, Treasurer are authorized: to add or delete users to access and/or transact with PTIF (Public Treasurers Investment Fund) accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Alpine City.
2. The authority of the above named individuals to act on behalf of Alpine City shall remain in full force and effect until written revocation from Alpine City is delivered to the Office of the State Treasurer.

Passed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attest:

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



Office of the State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Troy Stout (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Alpine City (Name of Legal Entity). Please list at least two individuals.

Table with 4 columns: Name, Title, Email, Signature(s). Rows include Shane L. Sorensen (City Administrator, ssorensen@alpinecity.org) and Carolyn Riley (Treasurer, criley@alpinecity.org).

The authority of the named individuals to act on behalf of Alpine City (Name of Legal Entity) shall remain in full force and effect until written revocation from Alpine City (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the \_\_\_ day of \_\_\_, 20\_\_\_, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Table with 4 columns: Signature, Date, Printed Name, Title. Row includes Troy Stout, Mayor.

STATE OF UTAH )
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to me on this \_\_\_ day of \_\_\_, 20\_\_\_, by Troy Stout (Name), as Mayor (Title) of Alpine City (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature \_\_\_\_\_

**ALPINE CITY**  
**ESCROW BOND RELEASE FORM**  
 Release No. 4

Thru Period Ending: April 1, 2019

**Alpine View Estates**  
 Location: 400 West

**BOND HOLDER**

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Description	Quantity	Units	Unit Price	Total Cost	% Completed This Period**	% Completed To Date**	Total This Period
<b>MOBILIZATION &amp; EARTH WORK</b>							
Mobilization/General Conditions	1	LS @	\$20,000.00	\$20,000.00	0.0%	75.0%	\$ -
Clear And Grub 6" ROW (To Be Spread In Lots)	3295	CY @	\$3.50	\$11,532.50	0.0%	95.0%	\$ -
Cut And Fill ROW	22790	CY @	\$4.00	\$91,160.00	0.0%	95.0%	\$ -
SWPPP	1	LS @	\$8,500.00	\$8,500.00	0.0%	95.0%	\$ -
<b>SANITARY SEWER</b>							
Connect To Existing Sewer - Core	1	EACH @	\$1,700.00	\$1,700.00	0.0%	95.0%	\$ -
Connect To Existing Sewer - 5' PIP Manhole	1	EACH @	\$12,100.00	\$12,100.00	0.0%	95.0%	\$ -
Install 8" Sewer Main	2,010	LF @	\$35.00	\$70,350.00	0.0%	95.0%	\$ -
Install 4' Sewer Manholes (No Collars For Offsite)	10	EACH @	\$3,600.00	\$36,000.00	0.0%	95.0%	\$ -
Install 5' Sewer Manholes	1	EACH @	\$4,900.00	\$4,900.00	0.0%	95.0%	\$ -
Sewer Laterals	19	EACH @	\$1,700.00	\$32,300.00	0.0%	95.0%	\$ -
<b>CULINARY WATER</b>							
Connect To Existing Watermain - Hot Tap	1	EACH @	\$6,400.00	\$6,400.00	0.0%	95.0%	\$ -
Connect To Existing Watermain	1	EACH @	\$1,800.00	\$1,800.00	0.0%	95.0%	\$ -
Connect To Existing Secondary Watermain - Hot Tap	1	EACH @	\$4,200.00	\$4,200.00	0.0%	95.0%	\$ -
Connect To Existing Secondary Watermain	1	EACH @	\$1,800.00	\$1,800.00	0.0%	95.0%	\$ -
Install 8" Watermain	1,960	LF @	\$23.00	\$45,080.00	0.0%	95.0%	\$ -
Install Water Valve And Fittings	1	LS @	\$22,500.00	\$22,500.00	0.0%	95.0%	\$ -
Blow Off	1	EACH @	\$1,500.00	\$1,500.00	0.0%	95.0%	\$ -
Install Fire Hydrants	6	EACH @	\$5,200.00	\$31,200.00	0.0%	95.0%	\$ -
Water Services	19	EACH @	\$1,500.00	\$28,500.00	26.6%	95.0%	\$ 7,575.00
Remove Water Service	1	EACH @	\$1,200.00	\$1,200.00	0.0%	0.0%	\$ -
<b>STORM DRAIN</b>							
Connect To Existing Storm Drain - Core	3	EACH @	\$1,318.63	\$3,955.89	0.0%	95.0%	\$ -
Plug Storm Drain	2	EACH @	\$950.00	\$1,900.00	0.0%	95.0%	\$ -
Remove Manhole	1	EACH @	\$1,000.00	\$1,000.00	0.0%	95.0%	\$ -
Install 15" RCP	1,240	LF @	\$38.00	\$47,120.00	0.0%	95.0%	\$ -
Install 24" RCP	70	LF @	\$58.00	\$4,060.00	23.6%	95.0%	\$ 957.00
Install 24" ADS	795	LF @	\$53.00	\$42,135.00	0.0%	95.0%	\$ -
Install Combo Box	3	EACH @	\$6,400.00	\$19,200.00	0.0%	95.0%	\$ -
Install Storm Drain Sumps	4	EACH @	\$5,600.00	\$22,400.00	20.0%	95.0%	\$ 4,480.00
Install Storm Drain Control Box	1	EACH @	\$8,700.00	\$8,700.00	0.0%	95.0%	\$ -
Install SDMH	9	EACH @	\$3,800.00	\$34,200.00	0.0%	88.9%	\$ -
Install SDCB	9	EACH @	\$2,600.00	\$23,400.00	28.3%	95.0%	\$ 6,630.00
Detention Pond Earthwork	1	LS @	\$5,500.00	\$5,500.00	0.0%	0.0%	\$ -
<b>ROADWAY IMPROVEMENTS</b>							
24" Curb And Gutter	3,805	LF @	\$20.00	\$76,100.00	0.0%	0.0%	\$ -
Box Top Tie Ins	12	EACH @	\$350.00	\$4,200.00	0.0%	0.0%	\$ -
Sidewalk	15,010	SF @	\$6.00	\$90,060.00	0.0%	0.0%	\$ -
ADA Ramps	6	EACH @	\$1,200.00	\$7,200.00	0.0%	0.0%	\$ -
Asphalt Paving (3" Of Asphalt And 8" Of Roadbase)	69,530	SF @	\$2.10	\$146,013.00	0.0%	0.0%	\$ -
10" Structural Fill Under Roadway - Onsite Material	74,280	SF @	\$0.15	\$11,142.00	0.0%	0.0%	\$ -
Street Signs	3	EACH @	\$1,000.00	\$3,000.00	0.0%	0.0%	\$ -
<b>PRESSURIZED IRRIGATION SYSTEM</b>							
Install 6" Secondary Watermain	1,695	LF @	\$17.00	\$28,815.00	0.0%	95.0%	\$ -
Install 4" Secondary Watermain	265	LF @	\$14.00	\$3,710.00	0.0%	95.0%	\$ -
Install Secondary Water Valve And Fittings	1	LS @	\$13,500.00	\$13,500.00	0.0%	95.0%	\$ -
Blow Off	1	EACH @	\$2,200.00	\$2,200.00	0.0%	95.0%	\$ -
Secondary Water Services	19	EACH @	\$1,100.00	\$20,900.00	26.6%	95.0%	\$ 5,555.00
PI Airvac	1	EACH @	\$2,500.00	\$2,500.00	0.0%	0.0%	\$ -
<b>OTHER</b>							
Street Lights	4	EACH @	\$2,500.00	\$10,000.00	0.0%	0.0%	\$ -
Mail Box and Pad	1	EACH @	\$2,500.00	\$2,500.00	0.0%	0.0%	\$ -
Trails	2,100	LF @	\$2.00	\$4,200.00	0.0%	0.0%	\$ -
Traffic Control	1	LS @	\$2,000.00	\$2,000.00	0.0%	0.0%	\$ -
Compaction Testing	1	LS @	\$7,000.00	\$7,000.00	0.0%	0.0%	\$ -
Clean, Camera, Air Testing (SD and Sewer)	1	LS @	\$5,000.00	\$5,000.00	0.0%	0.0%	\$ -
Waterline Testing, Bacteria, and Flushing	1	LS @	\$3,500.00	\$3,500.00	0.0%	0.0%	\$ -
Utility Crossings	17	EACH @	\$1,375.00	\$23,375.00	0.0%	0.0%	\$ -

BASE BID TOTAL	\$	1,113,208.39		Previously Released: \$	641,995.48
10% Warranty Amount	\$	111,320.84			
<b>TOTAL BOND AMOUNT</b>	<b>\$</b>	<b>1,224,529.23</b>		<b>This Release: \$</b>	<b>25,197.00</b>
Total Released to Date	\$	667,192.48			
<b>TOTAL BOND REMAINING</b>	<b>\$</b>	<b>557,336.75</b>			

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

\_\_\_\_\_  
Griffin Johnson  
Developer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

3.26.19  
Date

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

\_\_\_\_\_  
Date

## ALPINE CITY COUNCIL AGENDA

**SUBJECT: Request to waive the right to enforce the Willow Canyon Annexation Agreement Height Restriction**

**FOR CONSIDERATION ON: April 9, 2019**

**PETITIONER: Eric Budge representing the Whittenburg Family**

**ACTION REQUESTED BY PETITIONER: The City waive its right to enforce the height restriction.**

### **BACKGROUND INFORMATION:**

The petitioner is seeking to build a home on Lot 29 of the Willow Canyon Subdivision Phase 2B. The property is located at 153 North Bald Mountain Drive. Plans show the proposed home with a height of 39 feet 2 inches above the natural grade. The Willow Canyon Annexation Agreement states that:

*No home may be built on lots above the High Bench Ditch that exceeds a height of 25 feet above the natural grade to the highest point of the roof or parapet.*

The Restrictive Covenants and Conditions of Willow Canyon Subdivision also state that:

*East of the High Bench Ditch no building shall be allowed to exceed a height of 25 feet above the natural grade unless approved by both the Alpine City Council and the Architectural Committee.*

The proposed home is 14 feet 2 inches above the height restriction set forth in the Annexation Agreement, and the greatest height exception that the City Council has ever granted was 7 feet 6 inches for the Clark home in 2018.

### **SAMPLE MOTION TO APPROVE**

I motion that the City waive its right to enforce the height restriction found in the Willow Canyon Annexation Agreement so long as the height does not exceed 14 feet 2 inches above the 25-foot height limitation.

### **SAMPLE MOTION TO DENY**

I motion that the proposal be denied based on the following:

- \*\*\*Insert Finding\*\*\*

**Fwd: Fw: recommendations**

2 messages

**Eric Budge** <esbudge@gmail.com>  
To: aroy@alpinecity.org

Wed, Apr 3, 2019 at 10:28 AM

This is also the letter from the ccr committee to go with that

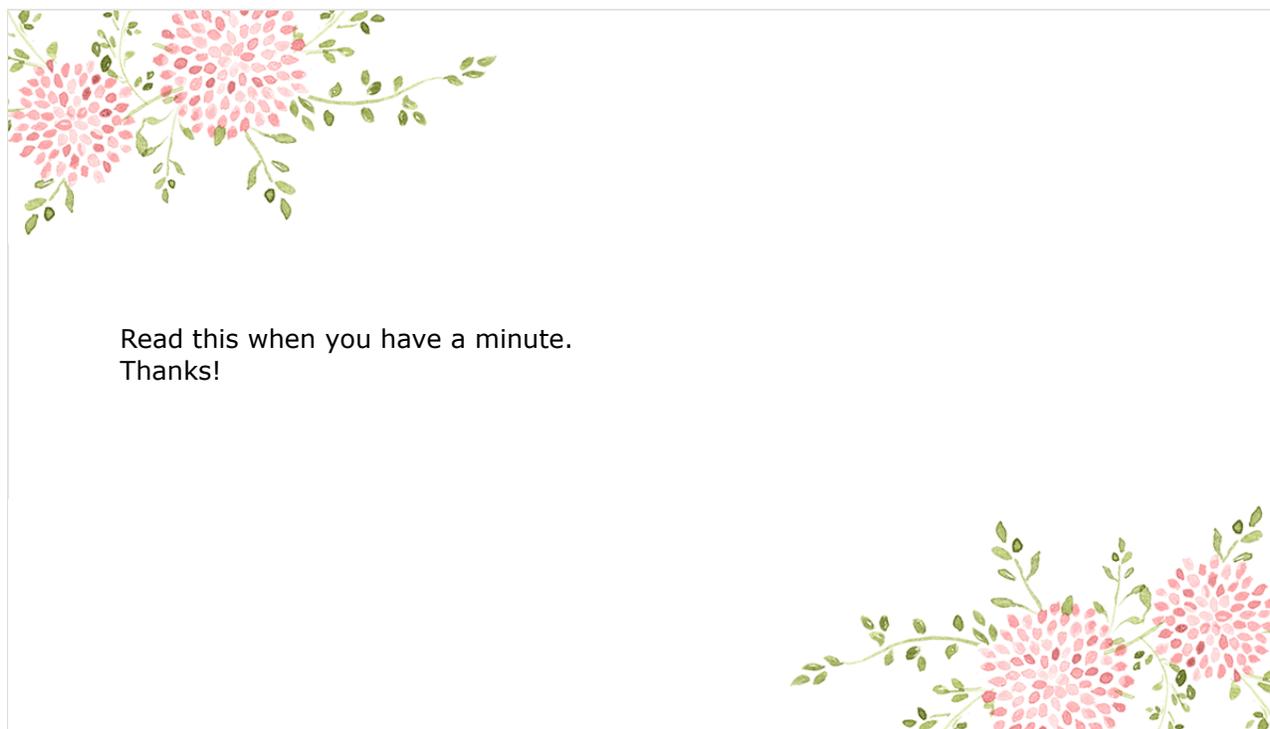
----- Forwarded message -----

From: **susan Whittenburg** <suzwhittenburg@yahoo.com>

Date: Tue, Apr 2, 2019, 3:26 PM

Subject: Fw: recommendations

To: Eric Budge <esbudge@gmail.com>



Yahoo Mail Stationery

----- Forwarded Message -----

**From:** JOEL KESTER <sundial102@msn.com>

**To:** susan Whittenburg <suzwhittenburg@yahoo.com>

**Cc:** Rodd Steuart <roddstewart@gmail.com>; Susan Willis <3puttt@gmail.com>; Gary Bushman <garybushman7@gmail.com>; Jordan Powell <jordan@jcpowell.net>; Bob Nash <bnash@source1.com>; Gordon Willis <gwillis113@gmail.com>

**Sent:** Tuesday, April 2, 2019 10:05:19 AM MDT

**Subject:** Re: recommendations

Susan

Attached is my letter of recommendation. This only addresses the height and placement of the home. We still need to approve the colors. Generally we don't like real light colors or real dark colors. As we discussed, a little white trim is acceptable. We are looking for the general affect.

Good luck. Let me know if you need more help.

I will be gone from the 8th to the 15th. If the feed back from the neighbors and the other Committee Members, you are welcome to see if Jordan could convene a meeting. We need a majority vote with a minimum of three members.

As you are on the committee, I believe that it would be best that you do not count yourself as one member of the Committee.

Thanks. I really appreciate how willing you have been to discuss modifications. I hope that I didn't scare your builder too much. He seems like a great guy.

Joel

**From:** susan Whittenburg <suzwhittenburg@yahoo.com>

**Sent:** Monday, April 1, 2019 11:59 AM

**To:** JOEL KESTER

**Subject:**



Good Morning!

Hope you had a great weekend!

With us all going out of town soon, I'm hoping to do everything I need to do on my end by Friday. I'll have our exterior rendering, and the outside materials to you by tomorrow.

If you still feel okay about everything and can get me your letter, I'll then visit with our immediate neighbors. Then you'll have what you need to take to the committee? Does that sound right? Please let me know how I can help in any way.

Eric met with the city to make sure we're in compliance there. The city asked if Eric had met with you. And he could say 'yes!' :) They mentioned they also would like a letter from you. He has a meeting with them again on April 9th. I'd love for him to have everything he needs for that meeting, so things can go smoothly.

We sure do appreciate you and all you do as President of the Committee. And for your genuine concerns and insights. You are such a good man.

Please give me a call with any questions.

Thanks again Joel.

Suz



Yahoo Mail Stationery

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 **whittenburg memo-2.pdf**  
419K

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**Austin Roy** <aroy@alpinecity.org>  
To: Shane Sorensen <ssorensen@alpinecity.org>

Wed, Apr 3, 2019 at 11:13 AM

Joel's letter of recommendation.

Austin Roy

City Planner

801-756-6347 Ext. 6

[alpinecity.org](http://alpinecity.org)



[Quoted text hidden]

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 **whittenburg memo-2.pdf**  
419K

**Memo**  
April 2, 2019

**To:** Neighbors in Willow Canyon  
Mike and Susan Whittenburg  
Committee Members

**From:** Joel Kester

**Subject:** Review of house plans on Whittenburg's lot

All

I have been working with Mike and Susan and their builder trying to situate a home on their lot. This lot is one of the several lots in the subdivision that presents more challenge than others because (a) the slope going West drops off a great deal, (b) the original grade is varied, and (c) because of the reoccurring floods in the past it is hard to determine "what is the original grade". Because of these unique issues I believe that the best way to consider this application is to set a measurement as it relates to the surface of the road in front of the home. It is my desire, as always, to get a beautiful home in our subdivision that matches the elevation of the home on the street. I have looked at the height of Dennis Madsen's house to determine a height that I could support. I believe this proposal will do that, and I would like you to consider my recommendation.

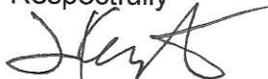
**Basic facts:** The home from top of foundation is 32 feet high. The home will be located 75 feet west of the curb of the road.

**Recommendation:** After meeting with Mike, Susan and their builder several times, I would vote to approve their plans provided that they would sign an agreement that states: They would shoot the elevation of the Top Back of Curb on the South-most East corner of their lot (Control Elevation). The home would be located a minimum of 75 feet back from the Curb. The elevation of the "top of foundation" would be a minimum of 8 feet below the Control Elevation. They would agree to let me inspect the height of the top of foundation elevation when it is complete. This would result in their home being 24 feet above the elevation of the curb. I believe that this placement would look good in our subdivision, would not block anyone's view, and at the same time let them have a driveway slope that would work for them. The look of this home should resemble the Madsen home and the Powell home, but will be higher than the home to the South of Powell.

I have asked Mike and Susan to get feed-back on my recommendation from their immediate neighbors (Madsen to Powell on the West side of the street and Willas and Bell on the East side of the street). They might also get feed-back from their neighbor to the West, but that is not required.

After I receive this feed-back from their neighbors, I will set up a formal meeting to consider their plans. It is a beautiful home, and I think everyone will like it.

Respectfully



Willow Canyon Architectural Committee  
Joel Kester

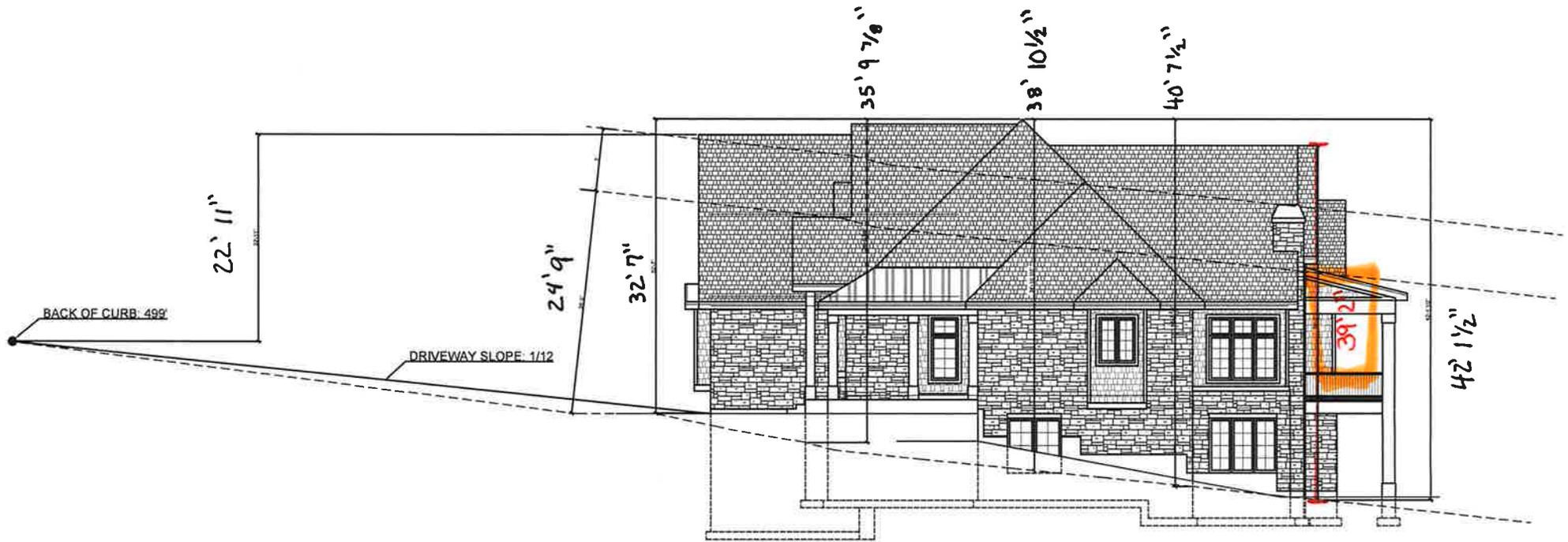


Front Elevation  
(East)

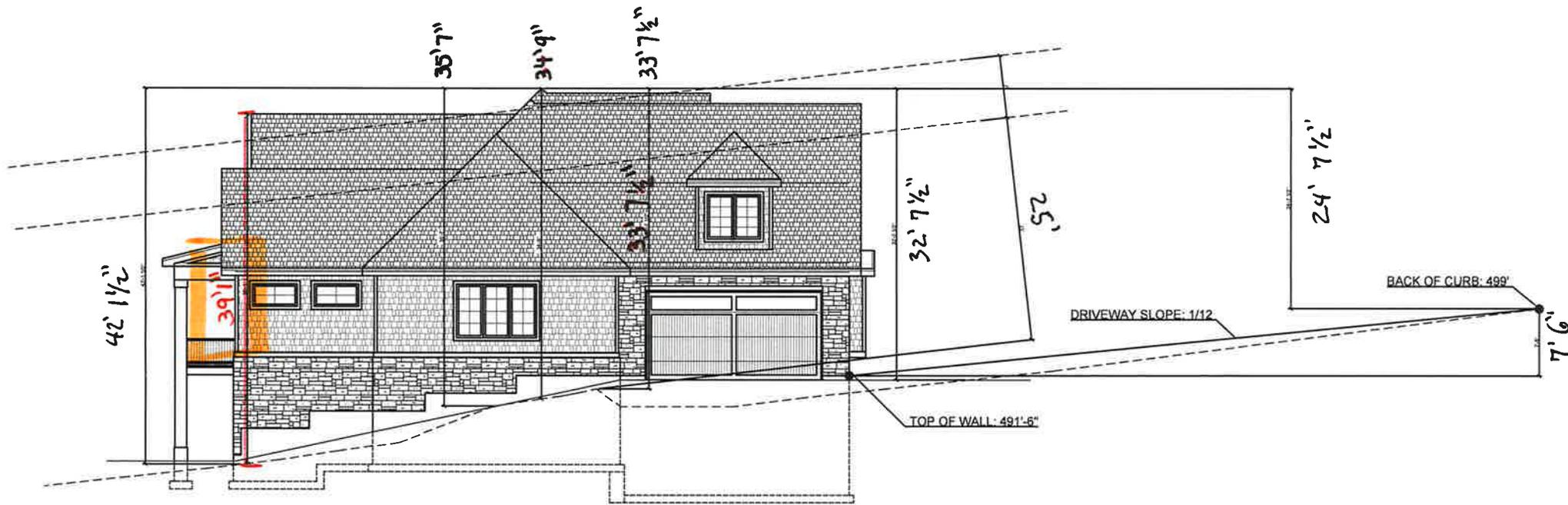
35' 7 1/2"



Rear Elevation  
(West)



Highest Point From Natural Grade = 39 Feet 2 inches  
North Elevation



Highest Point from natural grade = 39 Feet 1 inch  
South Elevation



## Willow Canyon Height Exceptions

Name	Lot	Address	Height Exc.
Allison	4	285 N. Bald Mtn.	4'10"
Anderson	20	39 S. Preston Dr.	
Bell	13	130 N. Bald Mtn.	4'
Blackmore (Bartlett)	24	86 S. Bald Mtn.	3'
Christensen (Archibald)	25	52 S. Bald Mtn.	3' 6 "
Clark	n/a	75 N. Preston Dr.	7'6"
Cordner	12	162 N. Bald Mtn.	2'4"
Evans	5	293 N. Bald Mtn.	6'8"
Fisher	6	1454 E. Bald Mtn.	4'
Hammonds	2	243 N. Bald Mtn.	3'
Long	23	66 S. Preston Dr.	7'
Lysy (Hall)	17	12 N. Bald Mtn.	3'
Madson	27	87 N. Bald Mtn.	3'
Magleby	8	1445 E. Golden Eagle Dr.	
Nash	7	400 N. Bald Mtn.	3'
Ogden	26	24 S. Bald Mtn.	7'5"
Pierce	15	76 N. Bald Mtn.	3'
Server	9	1466 Golden Eagle	0'
Smith (Davis)	29	1472 E. Bald Mtn. Cir.	4'
Steuart	22	40 S. Preston Dr.	6'6"
Van Leeuwen	n/a	252 N. Preston Dr.	4'
Welch	11	1424 Golden Eagle	4'
Willis	14	108 N. Bald Mtn.	2'9"

Joel Kester  
205 Alpine Dr.  
Alpine Utah 84004

ENT 63857 BK 4682 PG 413  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1998 Jun 25 2:31 PM FEE \$2.00 BY JRD  
RECORDED FOR MERIDIAN TITLE CO

-1-

**RESTRICTIVE COVENANTS AND CONDITIONS**  
of  
**WILLOW CANYON SUBDIVISION, PHASE I-A, I-B AND 2-B**

WHEREAS, the undersigned, being the Owners of the following described real property located in the Alpine City, Utah county, state of Utah, co-wit: ALL LOTS contained in Willow Canyon Subdivision, Phase I-A I-B and 2-B, according to the plat thereof, as recorded in the office of the County Recorder; do hereby establish the nature of the use and enjoyment of all lots in said phases of said subdivision and so declare that all conveyances of said lots shall be made subject to the laws of the State of Utah, and also to the following conditions, restrictions and stipulations:

**RESIDENTIAL RESTRICTIONS AND COVENANTS**

1. No lot shall be used except for residential purpose, except for any area designated on the official plat otherwise.
2. No building shall be erected, altered, placed on any lot other than one single-family dwelling and auxiliary out buildings as permitted by in the zone or by authority of existing law, and permitted by these restrictions.
3. No residence or out building shall be allowed with a roof pitch less than 6/12 pitch or in excess of a 14/12 pitch, unless approved by the Architectural Committee.
4. East of the High Bench Ditch no building shall be allowed to exceed a height of 25 feet above natural grade unless approved by both the Alpine City Council and the Architectural Committee.
5. The construction of all outbuildings and fences must be approved by the Architectural Committee. No barn, shop, garage, or any other outbuilding shall be built of any other material other than "permitted materials" (excluding green houses which with the approval of the Architectural Committee, said approval not to be unreasonably withheld, may be glass or material of equal quality.), unless approved by the Architectural Committee. On lots under 39,500 square feet in area, no outbuilding shall exceed one story, said story not to exceed 12 feet above natural grade plus roof, with a total height not to exceed 25 feet above natural grade. No out building shall exceed 1,200 square feet of floor space, with no total combined wall dimension exceeding 40 feet in length on any elevation, unless approved by the Architectural Committee. On lots exceeding 39,500 square feet this size can be exceeded if approved by the Architectural Committee.

702014

6. Permitted materials for construction of all primary residence (and outbuildings unless otherwise permitted) shall be brick, stone or masonry. Stucco exterior is permitted provided that a minimum of 20% of the exterior of the building, excluding the roof, is of "approved materials". Aluminum, wood or vinyl trim may be used on the home not to exceed 10% of the exterior area of the house excluding the roof. If the design of a home conforms to the standards of the subdivision, wood exterior may be used if approval is obtained by the Architectural Committee. Large areas of colors that are noticeably darker or lighter than the natural landscaping are not allowed unless approved by the Architectural Committee. It shall be the duty of the Architectural Committee to restrict colors and shading that does not blend into the natural landscaping.

7. All construction material must be new or of the same quality.

8. No carports, lean-tos, metal patio coverings or awnings shall be permitted. Each home shall have a minimum of two a car garage with functional metal or wood doors or doors of equal quality.

9. No commercial vehicles other than a pickup truck shall be parked on a lot. Business materials, building materials, non-working equipment or unsightly materials shall not be stored visibly on any lot. No trailers longer than 24 feet shall be stored on a lot except inside a garage or an out building.

10. Construction, once begun, must be completed within 14 months, and building material must be removed within 60 days of completion of construction.

11. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved (and signed) by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. No fence made of wire, chain link or of a nature that would impede the natural movement of any wild life natural to the area shall be allowed except to contain pets and no fence of this nature shall be allowed within 15 feet of a lot line. In addition, no fence shall enclose more than 30% of any lot. Materials that have a bright or reflective surface may not be used for fencing.

12. No dwelling shall be permitted on any lot that has a market cost of less than \$200,000.00 exclusive of lot, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced at the date these covenants are recorded at the minimum cost stated therein for the minimum permitted dwelling size. The finished floor area or the finished main structure exclusive of open porches and garages, shall be not less than 2,000

square feet on the main floor, unless approved by the Architectural Committee. It is the intent of these restrictions that consideration be given to approve smaller homes if those homes are of high quality and will not detract from the value of the neighborhood. In the event that an Owner elects to have a 3 car garage, the requirement of square footage shall be reduced 100 square feet.

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Committee will be permitted on any lot. No automobiles, trailers, boats, or other vehicles are to be stored in front or side lots unless they are in running condition, properly licensed and are being regularly used. All exteriors of homes, improvements and stored equipment or vehicles must be kept in good repair.

14. No structure of a temporary character, either a trailer, basement, boat, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently, except during the construction of the primary residence and then only with the approval of the Municipal authority and the Architectural Committee.

15. No signs of any kind shall be displayed to the public view on any lot except a professionally prepared sign of not more than 5 square feet in area, advertising the property for sale, or signs not to exceed 48 square feet in area used by a Builder, Contractor or Developer to advertise the property during the initial construction and sales period.

16. Except for a period not to exceed 30 days, no animals shall be allowed, raised, bred or kept on any lot, except as follows:

Subject to the laws of the Municipal authority, household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or kept on a leash or under handler's control; and a lot owner shall be allowed to keep 6 ducks or geese or similar fowls, 12 chickens and 20 pigeons.

Other animals permitted by the regulations of the Municipal authority may be permitted with the permission of both 1. All lot Owners within 400 feet of the location where the animals will be kept, and 2. The Architectural Committee.

In the event any animals kept on a lot causes an unpleasant odor, a health hazard, excessive noise or is a public nuisance, in the opinion of the Architectural Committee, the lot Owner must remove said animal within 60 days of notice from the Architectural Committee.

No animal is allowed that, in the opinion of the Architectural Committee, disrupts the peace and natural cycles of wild life that inhabits or crosses the subject property.

17. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of trash and such material shall be kept in a clean and sanitary condition. No unsightly materials or other objects are to be stored on any lot in view of the general public. Soil disturbed during construction must be graded and landscaped or restored to natural condition within 12 months of construction completion.

18. Trees, lawns, shrubs or other plantings, natural or which may have been planted by previous owners or the Developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All areas of the lots disturbed by construction must be restored to natural vegetation or fully landscape within 12 months of completion of construction of the primary residence. Landscaping plans must be approved by the Architectural Committee and plans may be denied which detract from the natural landscape of the area. In addition to any other requirements by Alpine City, no clearing of natural vegetation can be done without approval of the Architectural Committee. If any clearing is done without the approval of the Architectural Committee then at the request of the Committee the lot Owner shall be required to restore the vegetation to a natural condition at the expense of the lot Owner. A minimum of 40% of all lots above High Bench Ditch must be kept in natural vegetation on lots smaller than 30,000 square feet and a minimum of 50% of all lots above High Bench Ditch must be kept in natural vegetation on lots 30,000 square feet or larger. If areas in excess of the allowed area is disturbed by the construction process then the lot Owner must restore the excess area to natural vegetation within 48 months of the completion of the construction of the home on that lot. Areas that must be disturbed or restored because of damage by flooding or fire, to preserve water rights, to provide right of ways or easements for public utilities or public infrastructure, or as required for the public health or welfare, to protect against risk of wildfire, flood, landslide or other natural disasters or to comply with building codes, slope ordinance or rules and regulations of the Municipal authority shall not be calculated as area disturbed by the Owner of a lot.

19. No structure, planting or other material shall be placed or permitted to remain or shall other activities be undertaken which damages or interferes with established natural slope (except as permitted in other provisions of these restrictions), if that activity create erosion, unsightly or unsafe conditions. If

erosion or sliding problems develop on a lot by natural causes it shall be the obligation of the lot Owner to take reasonable and immediate action to mitigate any condition that could cause damage to the value of an property.

20. No natural slope can be altered with the addition of more than 5 feet of fill without approval of the Architectural Committee. No natural slope can be altered in a way that would cause a loss of privacy of a neighbor. All excess fill created from excavation of the construction site must be removed from the site within 12 months of completion of the construction of the home.

21. No motorized equipment or yard maintenance equipment may be operated outside of a building between the hours of 8:00 p.m. and 8:00 a.m.

22. Not including wail mounted entrance lighting lower than 8 feet above original grade, all exterior lighting must be hooded so that the source of illumination is not directly visible from areas not on the building pad upon which the lighting is placed. No indirect exterior lighting shall be allowed which in the opinion of the Architectural Committee casts light of the building pad to the extent that the illumination would unreasonably interfere with the enjoyment of other lot Owners.

23. Roof mounted solar panels shall not be permitted unless they are integrated with the roof line, roof design, roof shade and color. Antennas and other receiving equipment are not allowed to be mounted on roofs.

24. Any owner that violates or allows other occupants to violate these restrictive covenants shall be subject to fines set by the Architectural Committee. Said fines shall be effective unless rescinded by a majority of the lot owners either by vote at a meeting of the owners or by signed petition.

25. If these restrictive covenants are recorded on any other phases of Willow Canyon Subdivision or on any other adjoining land then one Architectural Committee shall serve all the phases and adjoining land and have authority over all the phases and lots within those phases and adjoining land.

26. After the period of construction of the primary residence, except in a garage or approved out building, no boat, trailer, recreation vehicles can be stored, constructed or repaired on any lot.

#### ARCHITECTURAL COMMITTEE

27. After 65% of the lots are sold by the Developer, a majority of the Lot Owners may designate a representative or representatives to act as the architectural Committee and enforce these restrictions. At the digression of the Lot Owners there may be 1, 3, 5 or 7 members on the committee. If one member cannot serve, the remaining members of the committee shall have full authority to select a successor until such time as a majority of the Lot Owners

designate a replacement. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant. In the event that no committee is maintained by the Lot Owners, then any Lot Owner may assume the responsibility of the enforcement of the provisions of this document. Before 90% of the lots are sold by the Developer, then the Developer shall have the power to change the membership of the committee.

28. The Committee's approval or disapproval as required in these covenants shall be in writing and be constituted by a majority of the members of the Committee. In the event the Committee, or its representative fail to approve or disapprove within 20 days after the plans and specification, have been submitted to it (receipt required as evidence of submittal); and the Lot Owner notifies all members of the committee of the alleged "non-action"; and 10 days pass from the date of the notice with no action forth coming from the Architectural Committee during that period; then approval of plans will not be required. Notice of the "non-action" must be by registered U.S. mail or personal service by a disinterested party.

29. All Lot Owners, by accepting title to their lot, waives any and all rights to pursue damages either actual or punitive, court costs or attorney's fees against the Architectural Committee, the Developer or any other Lot Owner for actions or delays caused by the attempt to enforce the provisions of this document, however the Lot Owner may seek an order of the Court to reverse a decision of the Committee if the Lot Owner can prove the decision of the Committee is unfair, arbitrary, serves no reasonable end or does not comply with the conditions of this document or City, County, State or Federal law.

#### GENERAL PROVISIONS

30. Prior to the sale of half of the lots in a phase by the Developer, these provisions may be amended, enlarged or deleted by the Developer, provided such changes do not significantly alter the value of the lots affected.

27. In the event local law permits the construction of structures which are prohibited by these restrictions and covenants, the restrictions or prohibitions of this document shall prevail.

31. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 75 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then Owners of the lots is recorded, agreeing to change said covenants in whole or in part.

32. These covenants may be altered at any time with the approval of both  
a. The Municipal authority and, b. With written agreement of a 3/4s majority of  
the Lot Owners, or as allowed by State law which ever is more restrictive.

33. The Architectural Committee or any lot owner affected by these  
restrictions may enforce these restrictions by proceedings at law or in equity  
against any person or persons that violate any covenant either to restrain  
violation or to recover damages.

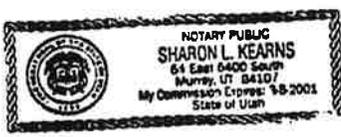
34. Invalidation of any one of these covenants by order of court shall in  
no way effect any of the other provisions which shall remain in effect.

*Joel Kester*  
Owner  
*Joel Kester*  
Sundial One

State of Utah )  
:ss  
County of Salt Lake )

On June 1, 1998, personally appeared before me Joel Kester who did say  
that he is an owner of the above property and that he did sign the above  
document.

Notary Public *Sharon L. Kearns* My Commission Expires *11/15/2001*



ANNEXATION AGREEMENT

of the

Freeze/Chrysalis/Sundial/Willow Canyon Annexation Application

As a condition of annexation into Alpine City and pursuant to the annexation policy adopted by the Alpine City Council, the petitioners of the annexation (hereinafter owners) agree as follows.

RECITAL OF FACT

WHEREAS, Alpine City has adopted a policy of annexation for the properties generally known as the Freeze, Chrysalis, Sundial, Willow Canyon, annexations which is attached as Exhibit A to this agreement; and

WHEREAS, the individuals who sign this agreement are the owners or authorized agents of the owners of property within the annexed area who desire annexation and who petitioned the City to annex the property; and

WHEREAS, the City will only annex the property if there is a development plan and agreement which is agreed to concurrently with the annexation as a condition of annexation; and

WHEREAS, portions of the annexation area are subject to inundation from floods arising in the Willow and Preston canyon areas and a flood mitigation plan, which includes the construction of two flood control basins and certain conveyance works has been previously prepared by the City; and

WHEREAS, a portion of the area proposed for annexation lies above the 5220 elevation contour, and a computer analysis of the city's water system in this area shows that there will be insufficient flow to meet the fire flow requirements for those lots situated in the vicinity of the 5220 contour.

WHEREAS, new access roads must be dedicated and bonded for before a development can take place; and

WHEREAS, the undersigned owners of property agree as a condition of being allowed to annex into Alpine City to be bound by the covenants and agreements contained herein;

NOW THEREFORE BASED ON THE ABOVE RECITALS OF FACT AND IN CONSIDERATION OF THE ANNEXATION OF THE PROPERTY REFERRED TO BELOW THE UNDERSIGNED OWNERS AGREE AS FOLLOWS:

1. Project Development Plan. The owners consent to and agree to be bound by the

general provisions of the development plan which is Attachment B to the annexation policy declaration.

The owners further agree that all preliminary and final development plans shall substantially conform to the design set forth in the Plan. However, the City may approve minor adjustments of lot lines, street locations and similar details in the preliminary and final plat approval process where considered necessary to more adequately conform to zoning or subdivision regulations or improve the overall design of the project.

ENT 61911 BK 4030 PG 116

The owners agree that all further preliminary and final plans subsequently submitted in support of an application for development approval of the property shall be in substantial compliance with the development plan requirements and conditions of annexation set forth in the annexation policy declaration and this agreement.

2. Zone Classification. The Owners agree and consent that those portions of the annexation area located above the 5220 contour are to be placed in the CE-5 Critical Environment zone. Those portions below that level are to be placed into the CR-1 Country Residential zone.

3. Location of Building Lots and Density. The owners further agree that regardless of the densities allowed by the above zones that the maximum number of residential lots shall be as follows:

A. The Freeze project shall be limited to not to exceed 37 lots, all of which shall be located below the 5220 ft. contour.

B. The maximum number of residential lots within the Sundial project shall be not to exceed 13, all of which shall be located below the 5220 ft. contour.

C. The maximum number of residential lots within the Chrysalis project shall be not to exceed 8, all of which shall be located below the 5220 ft. contour.

D. The maximum number of residential lots within the Willow Canyon project shall not exceed 5, to be distributed within the area as shown on Attachment B to the annexation declaration.

E. The maximum number of residential lots within the Howard parcel shall be 4 and the maximum number of lots within the Dunn parcel shall be 7. A portion of all lots shall be located below the 5220 ft. contour. Two of the Dunn 7 lots may, at the owners discretion, be located on the South end of the East side of Preston Drive.

4. General Construction limitation and timetable. The owners agree that no development construction may begin until 300 North street has been extended to the property and until Alpine Blvd. has connected 300 North with High Bench Road or until Lone Peak Drive or

Preston Drive has been extended from High Mountain Oaks to the subject property. The owners further acknowledge and agree that no more than 20 homes may be constructed until a third road access has been completed. The City reserves the right to restrict construction traffic on 300 North street to certain times of the day. The Owners agree that the rights of ways for all new roads required for the development of the annexed properties shall be dedicated to the City and a bond sufficient to cover the estimated costs of construction of the roads shall be given to the City concurrently with the filing of the annexation plat with the County recorder.

5. Specific limitations on building and lot use. The owners agree that in addition to the usual Alpine building, zoning and subdivision ordinances that they shall be bound to the following limitations:

ENT 61911 BK 4030 PG 117

A. On lots above High Bench Ditch that are smaller than 30,000 square feet no more than 60% of the natural landscape will be disturbed and no more than 60% of the lot area will be fenced.

B. The owners further agree that on lots larger than 30,000 square feet above the High Bench Ditch no more than 50% of the natural landscape will be disturbed and no more than 50% of the lot area will be fenced.

C. No home may be built on lots above the High Bench Ditch that exceeds a height of 25 feet above the natural grade to the highest point of the roof or parapet.

D. The exterior walls all structures within the annexed area shall be constructed of masonry or wood of earth toned color the roofs must be constructed of non-reflective materials.

E. Any wire, chain link, or other form of deer fencing shall not encompass more than one-third of a lot, and shall not be constructed on any lot perimeter and shall have at least a fifteen foot setback from lot boundaries.

6. Open Space. The owners agree that a substantial portion of the annexed property is to be kept undeveloped. The owners agree that those portions of the annexation area not included within proposed lots shall be preserved as natural open space area. The owners agree that the development rights for the major portion of the designated open space areas shall be conveyed to the public and shall be secured in perpetuity for open space purposes.

The open space shall be preserved in one of three manners:

A. Public open space which shall be deeded in fee to either the City or the U. S. Forest Service, in the City's sole discretion. The property which is to be protected in this manner is the following:

1. The open space shown on the attachment B of the annexation policy resolution on the Freeze, Sundial, and Chrysalis properties.

B. The remaining public open space shall be preserved by a Conservation Easement or other approved transfer of development rights which, as a minimum, shall ensure that the owners of the open space may not subdivide the open space; that the owners of the open space may not build additional structures on the open space except required public infrastructure; that the owners of the open space may not use the open space for grazing and that the open space shall have restrictions acceptable to the City on the use of motorized vehicles including off road vehicles of all types.

ENT 61911 BK 4030 PG 118

The open space to be preserved in this manner shall be:

1. The open space shown on the attachment B. of the annexation policy resolution on the Kester, Strang, Redpoint, and Bushman properties.

The Conservation Easement shall also insure the public access to the trails listed below. The Conservation Easement may preserve the owners' right to develop springs and water rights on the property and the owners rights to dedicate the open space in fee to the City or the U.S. Forest Service in a manner that would give the Owner a tax deduction for the donation. It is hereby acknowledged that the dedication of the development rights is a voluntary act of the Owner and the City gives no compensation for this gift.

The form and general content of the conservation easement shall be determined by the City and the decision as to who shall be granted the easement (City or Forest Service) shall be the sole prerogative of the City.

C. The title to the private open space area shall be conveyed to a home owners association established at the time of first approval of a development plan. Preservation of the private open space area shall be further secured through the recording of an open space preservation easement in favor of the City.

7. Trails. The owners hereby specifically agree that they will dedicate to the public the following trails:

A. The existing trail along the East side of the High Bench Ditch. The trail easement for the High Bench Ditch Trail shall be a minimum of 50 feet in width.

B. A trail in the proximate area of the existing main west-to-east dirt road from the High Bench Ditch up to Willow Canyon.

C. A trail in the proximate area of the existing north-west fork of the above

mentioned dirt road as a secondary access to the main west-to-east trail or an alternative acceptable to the City should be provided.

D. A trail that connects the High Bench Ditch with Preston Way, somewhere in the vicinity of the South border of the Howard parcel.

E. That above same trail shall continue to the north-east along Preston Way and beyond, to connect with the west-to-east trail described in B.

ENT 61911 BK 4030 PG 119

F. A trail easement shall be provided for the deer trail (and any access to it from the south) the runs generally along the far eastern border of the Freeze property, and continuing in a generally north-westerly direction through the Sundial parcel.

G. A trail along the existing road which runs almost due south to the High Bench Ditch trail from the west side of the Lambert water tank.

H. An intermediate North-South trail running along the secondary north south street shown the attachment B to the annexation policy resolution.

Concurrently with the approval of the first phase of any development, a graveled trail head parking area must be provided for a minimum of three vehicles at a location designed by the Alpine City Council to service the trail head access into Willow and Preston Canyon. If the location of the trail head is not on the site of the phase being currently built, the Owner may install a temporary trail head on-site to be used until the final trail head is developed.

8. Water Rights. Pursuant to the provisions of Alpine City Ordinances the owners agree to convey sufficient water rights to satisfy the water use requirement of each lot as shown on the development plan. The Owners shall transfer concurrently with the annexation 55.2 shares of Alpine Irrigation Company Stock to the City, or other water right sufficient to satisfy the requirements of the water policy adopted by the City for annexations.

9. Culinary Water. The Owners agree that all dwellings and other occupied structures are to be served by the City's culinary system. The Owners agree an additional tank located at an elevation above 5400 will be required. The tank shall have adequate capacity for domestic, irrigation and fire flow purposes. The Owners agree that the tank and attendant facilities shall be designed and constructed concurrently with the preliminary and final plans and plats and shall be in place prior to the issuance of any building permits for dwellings required to be served by the tank. The required sizing, location and other particulars will be at the sole discretion of the City. All costs of construction of the tank, and the water lines and other appurtenant facilities, both on-site and off-site, shall be borne by the Owners and conveyed, without cost to the City.

Because of the higher elevation of the annexation area, the new system will function as

a separate pressure zone of the Alpine City system. The Owners agree that to facilitate the added cost for delivery of water to this area the City may establish a cost differential for water service to users of the system.

10. Sewerage Facilities. All lots within the annexation area shall be served by the City's sewage collection and disposal system. The sewage facilities shall be designed concurrently with the preliminary and final plats for the development.

All costs of construction of the sewer line and facilities, both on-site and off-site, shall be borne by the developer and conveyed without the cost to the City.

ENT E1911 BK 4030 PG 120

11. Public Improvements to be Constructed Prior to the Issuance of Building permits. Pursuant to the requirements of Ordinance 93-10 of Alpine City adequate public facilities must be in place prior to the issuance of any building permits upon the property within the annexation area.

12. Concurrent Annexation and Development of Adjacent Annexation Areas Required. The proper development of this annexation area will require that all seven areas (Bennett, Sundial, Freeze, Chrysalis, Dunn, and Howard, and Willow Canyon) be annexed concurrently. However, adequate access to the Sundial Annexation Area requires the developments of the intervening Freeze area road system. Accordingly the Owners agree that a development within the Sundial area will require the prior development of the Freeze road system.

13. Flood Retention Basins and Works. As a condition of annexation the Owners agree to contribute the amount of \$1,700.00 per lot for all portions of the area subject to flooding, as set forth on the Flood Mitigation Plan for the area.

Concurrently with the recording of the annexation plat the Owners agree to dedicate to the City of Alpine on a document prepared by the Alpine City Attorney, sufficient property and access to the property upon which two debris basins, each of approximately eight acre feet capacity or the minimum size required to protect for a 100 year flood from Willow Canyon and Preston Canyon can be built.

Alpine City may place the basins at any location on the parcels described below provided it is not on an approved building pad. The debris basin servicing Preston Canyon will be located on property owned by Van Dunn described as the E 1/4 of the No. 1/2 of the SW 1/4 of the SW 1/4 quarter of Section 20. The basin servicing Willow Canyon will be located on property owned by Sibley, Kester, Strang, or Redpoint L.C. described as the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 quarter of the SW 1/4 quarter of Section 20.

The City of Alpine agrees in the consultation with the Owners, to locate the basins in an area that will cause the least amount of visual damage to the annexed property so long as it does

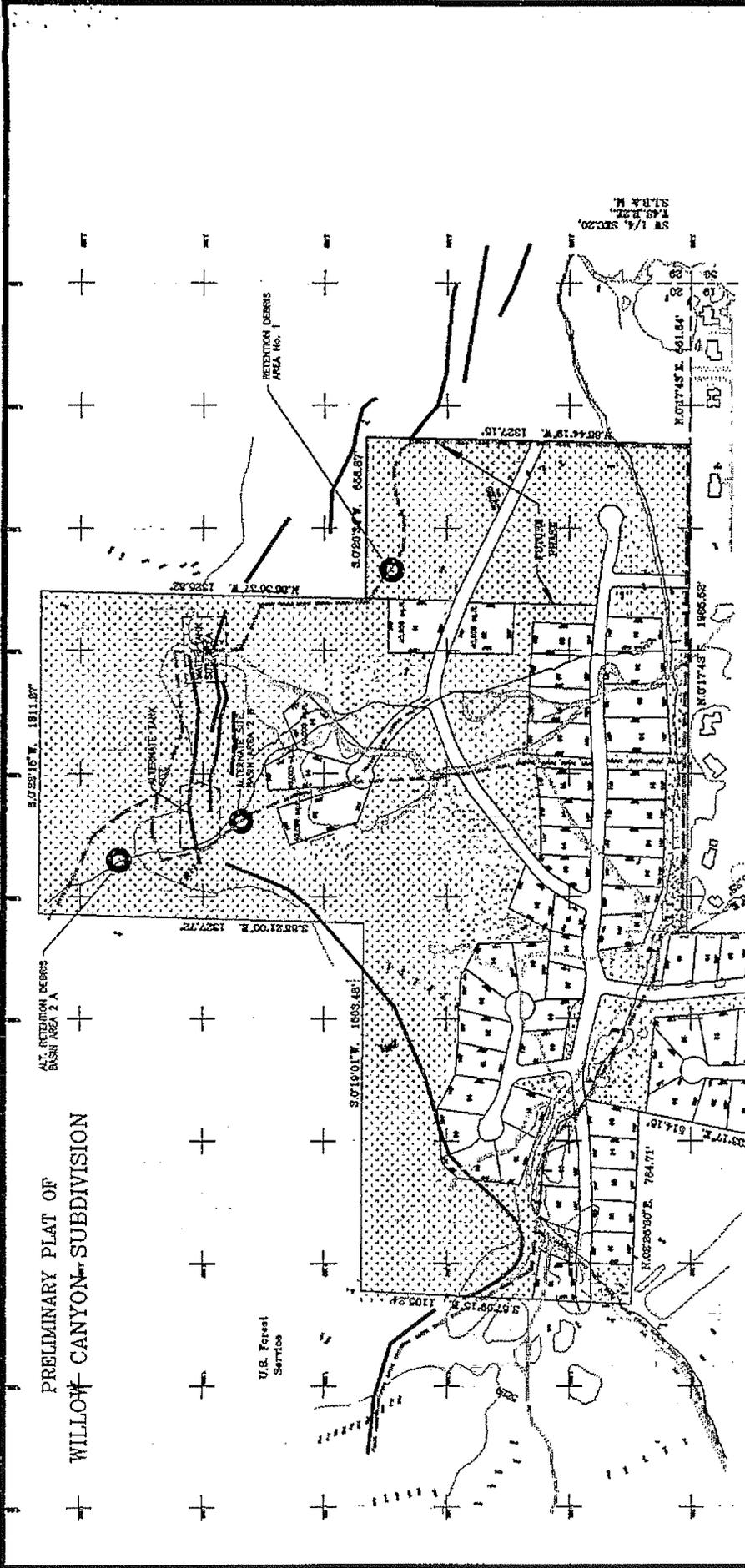
not impair the safety of the debris basins.

14. Covenants will run with the land. The undersigned owners agree that the covenants and representations agreed to herein shall be covenants that run with the land and shall be binding on all successors and assigns to the property and that this agreement may be recorded against the property at the Utah County Records office.

ENT 61911 BK 4030 PG 121

PRELIMINARY PLAT OF  
WILLOW CANYON SUBDIVISION

U.S. Forest Service



Total Area: 153.68  
 Acres Contain: 29 Lots  
 (21 Below 5200, 5 Above)  
 Phase: 27 Lots  
 Future Phase: 26 Ac.

LEGAL DESCRIPTION  
 Beginning at a point which is N0717432 E. 681.84 feet  
 South of and 1000 feet West of the intersection of  
 R029432 E. and S071901 N. then S071901 N. 1511.27  
 feet to the intersection of S071901 N. and S0720107 E.  
 then S0720107 E. 784.71 feet thence S8708105 E. 1105.24 feet  
 thence S071901 N. 1603.49 feet  
 thence S0720107 E. 1527.75 feet thence S0720107 E. 1511.27  
 feet to the intersection of S0720107 E. and S071901 N.  
 of beginning, Containing 153.68 Acres.

Legend

- Field Verification of Fault Activity
- 6280 Contour
- Existing Trails
- Open Areas

Scale: 1" = 200'

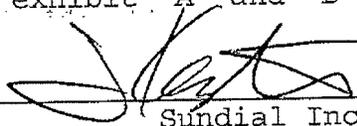
ENT 61911 B 4030 PG 122

ZARBES ENGINEERING	
PRELIMINARY PLAT OF	
WILLOW CANYON	
SUBDIVISION	
DATE	1/15
BY	JA
SCALE	1" = 200'





The undersigned Owner of property in Utah County hereby accepts the conditions of the proceeding Annexation Agreement of the "Freeze/Chrysalis/Sundial Willow Canyon Annexation Application" which comprises seven (7) pages, together with annexation plat and development plan also attached as exhibit "A" and "B".



Sundial Inc.  
Joel Kester, President

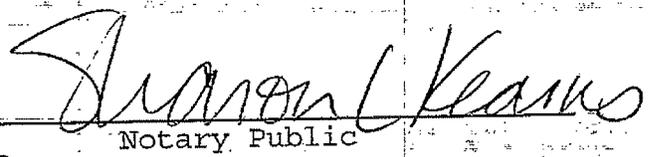
State of Utah )

ENT 61911 BK 4030 PG 125

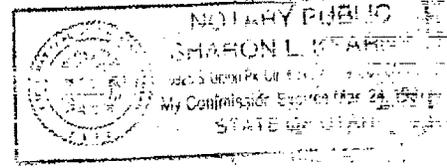
County of Utah <sup>SS</sup> Salt Lake

On Dec 27, 1995, appeared before me Joel Kester, who did swear that he is President of Sundial Inc., a Utah corporation and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Directors, and Joel Kester affirms that the resolution is binding and in force on this date.

My commission expires:

  
Notary Public

Mar 24 1997





The undersigned Owner of property in Utah County hereby accepts the conditions of the proceeding Annexation Agreement of the "Freeze/Chrysalis/Sundial Willow Canyon Annexation Application" which comprises seven (7) pages, together with annexation plat and development plan also attached as exhibit "A" and "B".

Troy Robyn Sibley

Candace Cardow Sibley

State of Utah )

:ss

ENT 61911 BK 4030 PG 127

County of Salt Lake )

On December 26, 1995, personally appeared before me

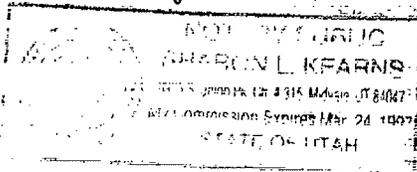
Troy Robyn Sibley and CANDACE CARDOW SIBLEY, who being duly sworn by me did say that they did sign the foregoing instrument.

My commission expires:

Sharon Kearns

Notary Public

Mar 24 1997





The undersigned Owner of Property in Utah County hereby accepts the conditions of the proceeding Annexation Agreement of the "Freeze/Chrysalis/Sundial Willow Canyon Annexation Application" which comprises seven (7) pages, together with annexation plat and development plan also attached as exhibit "A" and "B".

*Robert Strang*  
Robert Strang

*Connie Strang*  
Connie Strang

State of Utah )  
County of Salt Lake ) :ss

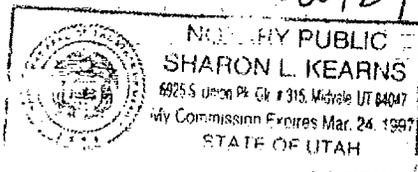
ENT 61911 BK 4030 PG 129

On December 26, 1995, personally appeared before me Robert Strang and Connie Strang, who being duly sworn by me did say that they did sign the foregoing instrument.

My commission expires:

*Sharon L. Kearns*  
Notary Public

*Mar 24 1997*





The undersigned Owner of property in Utah County hereby accepts the conditions of the proceeding Annexation Agreement of the "Freeze/Chrysalis/Sundial Willow Canyon Annexation Application" which comprises seven (7) pages, together with annexation plat and development plan also attached as exhibit "A" and "B".

Gary Bushman  
Gary Bushman Trust (August 24, 1992)  
Gary Bushman, Trustee

ENT 61911 BK 4030 PG 131

State of Utah )

:SS

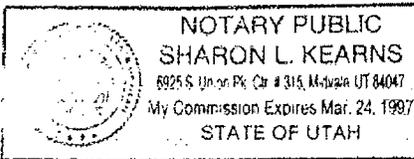
County of Salt Lake )

On December 24, 1995, personally appeared before me Gary Bushman who being duly sworn by me did say that he is the Trustee of the Gary Bushman Trust (August 24, 1992) and by the authority of the Trust agreement that he did sign the foregoing instrument for and on behalf of said trust.

My commission expires:

Sharon L. Kearns  
Notary Public

Mar 29 1997



The undersigned Owner of property in Utah County hereby accepts the conditions of the proceeding Annexation Agreement of the "Freeze/Chrysalis/Sundial Willow Canyon Annexation Application" which comprises seven (7) pages, together with annexation plat and development plan also attached as exhibit "A" and "B".

*[Signature]*

Sundial Inc.  
Joel Kester, President

State of Utah )

County of Utah <sup>SS</sup> *Salt Lake*

On Dec 22, 1995, appeared before me Joel Kester, who did swear that he is President of Sundial Inc., a Utah corporation and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Directors, and Joel Kester affirms that the resolution is binding and in force on this date.

My commission expires:

Mar 24 1997

*[Signature]*  
Notary Public

ENT 61911 BK 4030 PG 132

*[Signature]*

CULLEY W. DAVIS NEW OWNER & JIM FREEZE  
PROPERTY

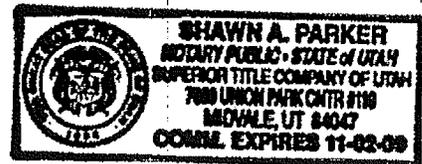
STATE OF UTAH  
COUNTY OF SALT LAKE  
DATED THIS 20TH

DAY OF MARCH, 1996

Culley W. Davis  
NAME OF AFFIANT

SUBSCRIBED TO AND ACKNOWLEDGED BEFORE ME THIS 20TH  
DAY OF MARCH, 1996.

*[Signature]* A. Pal  
NOTARY PUBLIC



MY COMMISSION EXPIRES: 11-2-99

RESIDING IN: SLC



ADDENDUM AND AMENDMENT

BY THEIR SIGNATURE BELOW THE PROPERTY OWNERS AGREE TO THE FOLLOWING. AN AMENDMENT TO THAT THE ANNEXATION AGREEMENT FOR THE FREEZE/CHRYSALIS/SUNDIAL/WILLOW CANYON ANNEXATION APPLICATION WITH ALPINE CITY.

PARAGRAPH 1 PAGE 1 IS AMENDED TO READ AS FOLLOWS:

1. Project Development Plan. The owners consent to and agree to be bound by the general provisions of the development plan which is Attachment B to the annexation policy declaration.

The owners further agree that all preliminary and final development plans shall substantially conform to the design set forth in the Plan. However, the City may approve minor adjustments of lot lines, street locations and similar details in the preliminary and final plat approval process where considered necessary to more adequately conform to zoning or subdivision regulations or improve the overall design of the project.

The owners agree that all further preliminary and final plans subsequently submitted in support of an application for development approval of the property shall be in substantial compliance with the development plan requirements and conditions of annexation set forth in the annexation policy declaration and this agreement. The City may consider alternative plans substantially in compliance with the Project Development Plan but reducing over all density.

PARAGRAPH 13 PAGE 6 IS AMENDED AS FOLLOWS:

13. Flood Retention Basins and Works. As a condition of annexation the Owners agree to contribute the amount of \$1,700.00 per lot for all portions of the area subject to flooding, as set forth on the Flood Mitigation Plan for the area.

Concurrently with the recording of the annexation plat the Owners agree to dedicate to the City of Alpine on a document prepared by the Alpine City Attorney, sufficient property and access to the property upon which two debris basins, each of approximately eight acre feet capacity or the minimum size required to protect for a 100 year flood from Willow Canyon and Preston Canyon can be built.

Alpine City may place the basins at any location on the parcels described below provided it is not on an approved building pad. The debris basin servicing Preston Canyon will be located on property owned by Van Dunn described as the E 1/4 of the No. 1/2 of the SW 1/4 or the SW 1/4 quarter of Section 20. The basin servicing Willow Canyon will be located on property

owned by Sibley, Kester, Strang, or Redpoint L.C. described as the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 quarter of the SW 1/4 quarter of Section 20.

The City of Alpine agrees in the consultation with the Owners, to locate the basins in an area that will cause the least amount of visual damage to the annexed property so long as it does not impair the safety of the debris basins. All locations of the Flood Retention Basins shall be based upon analysis by the Alpine City Engineer. In the event of the final engineering indicates that the locations need to be shifted for effectiveness or safety the City may specify other locations.

ENT 61912 BK 4030 PG 135

[SIGNATURE BLOCK ON FOLLOWING PAGES]

Agreement  
March 11, 1996

We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

a. That Alpine City shall have the right to relocate the water tank and debris basins to locations required, in the opinion of the City Engineer, for effectiveness or safety, and

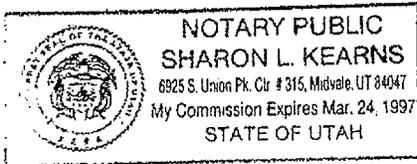
b. The City shall have the right to consider other plans submitted by the land owners in which the density of the development is reduced.

Gay Bushman, Trustee 3-25-96  
Land Owner  
Bushman Family Trust

ENT 61912 BK 4030 PG 136

STATE OF UTAH )  
 ) :ss  
COUNTY OF Salt Lake )

On the 29 July, 1996 personally appeared before me GARY BUSHMAN, Trustee of the Bushman Family Trust the signer of the above instrument, who duly acknowledged to me that he executed the same.



Sharon L. Kearns  
NOTARY PUBLIC

**Agreement  
March 11, 1996**

We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

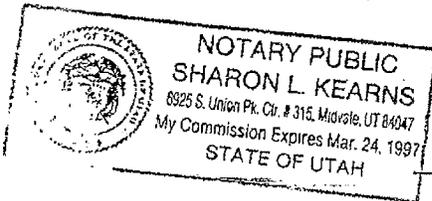
a. That Alpine City shall have the right to relocate the water tank and debris basins to locations required, in the opinion of the City Engineer, for effectiveness or safety, and

b. The City shall have the right to consider other plans submitted by the land owners in which the density of the development is reduced.

Troy Rolyer Sibley  
Land Owner

STATE OF UTAH )  
 ) :ss  
COUNTY OF Salt Lake )

On the 24 July, 1996 personally appeared before me Troy Rolyer Sibley the signer of the above instrument, who duly acknowledged to me that he executed the same.



Sharon L. Kearns  
NOTARY PUBLIC

ENT 61912 BK 4030 PG 138

Agreement  
March 11, 1996

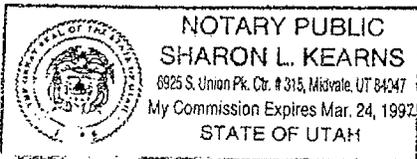
We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

- a. That Alpine City shall have the right to relocate the water tank and debris basins to locations required, in the opinion of the City Engineer, for effectiveness or safety, and
- b. The City shall have the right to consider other plans submitted by the land owners in which the density of the development is reduced.

*Candace Ardon Sibley*  
 \_\_\_\_\_  
 Land Owner

STATE OF UTAH )  
 ) :ss  
 COUNTY OF Salt Lake )

On the 29 July, 1996 personally appeared before me Candace <sup>ss</sup> Ardon Sibley the signer of the above instrument, who duly acknowledged to me that she executed the same.



*Sharon L. Kearns*  
 \_\_\_\_\_  
 NOTARY PUBLIC



Agreement  
March 11, 1996

ENT 61912 BK 4030 PG 140

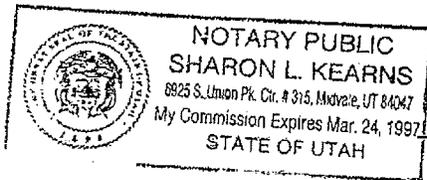
We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

- a. That Alpine City shall have the right to relocate the water tank and debris basins to locations required, in the opinion of the City Engineer, for effectiveness or safety, and
- b. The City shall have the right to consider other plans submitted by the land owners in which the density of the development is reduced.

*Van F. Dunn Jr.*  
\_\_\_\_\_  
Land Owner

STATE OF UTAH                    )  
  ) :ss  
COUNTY OF Salt Lake        )

On the 29 July, 1996 personally appeared before me Van F. Dunn, Jr. the signer of the above instrument, who duly acknowledged to me that he executed the same.



*Sharon L. Kearns*  
\_\_\_\_\_  
NOTARY PUBLIC

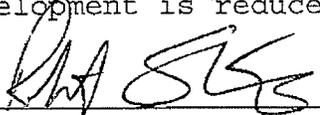
Agreement  
March 11, 1996

ENT 61912 BK 4030 PG 141

We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

a. That Alpine City shall have the right to relocate the water tank and debris basins to locations required, in the opinion of the City Engineer, for effectiveness or safety, and

b. The City shall have the right to consider other plans submitted by the land owners in which the density of the development is reduced.



Land Owner

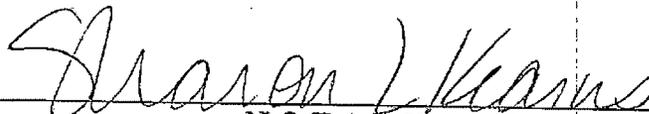
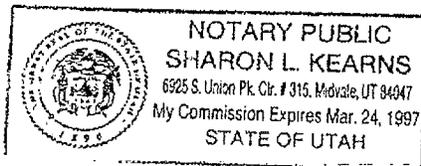
Robert STRANG

STATE OF UTAH )

) :ss

COUNTY OF Salt Lake )

On the 29 July, 1996 personally appeared before me Robert Strang the signer of the above instrument, who duly acknowledged to me that he executed the same.



NOTARY PUBLIC

Agreement  
March 11, 1996

We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

a. That Alpine City shall have the right to relocate the water tank and debris basins to locations required, in the opinion of the City Engineer, for effectiveness or safety, and

b. The City shall have the right to consider other plans submitted by the land owners in which the density of the development is reduced.

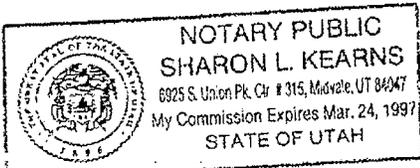
*J Kester*

Land Owner

Joel Kester

STATE OF UTAH )  
 ) :ss  
COUNTY OF Salt Lake )

On the 29<sup>th</sup> July, 1996 personally appeared before me Joel Kester the signer of the above instrument, who duly acknowledged to me that he executed the same.



*Sharon L. Kearns*  
NOTARY PUBLIC

Agreement  
March 11, 1996

We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

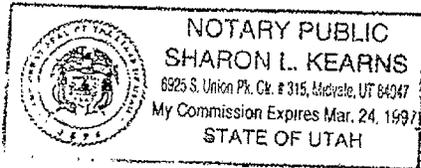
a. That Alpine City shall have the right to relocate the water tank and debris basins to locations required, in the opinion of the City Engineer, for effectiveness or safety, and

b. The City shall have the right to consider other plans submitted by the land owners in which the density of the development is reduced.

Chrysalis Company JKK GP  
Land Owner

STATE OF UTAH )  
 ) :ss  
COUNTY OF Salt Lake )

On the 27<sup>th</sup> July, 1996 personally appeared before me Joel Kester, General Partner of Chrysalis Company, the signer of the above instrument, who duly acknowledged to me that they executed the same.



Sharon L. Kearns  
NOTARY PUBLIC

Agreement  
March 11, 1996

We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

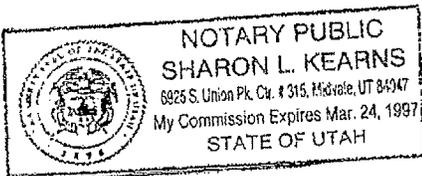
- a. Clarified that the City of Alpine shall have the right to place the water tank in a location on the proposed development in an area that is approved by the City Engineer, and
- b. The City shall have the right to consider other plans submitted by the land Owners in which the density of the development is reduced.

Glen W. Howard  
Land Owner

Beverly June Howard

STATE OF UTAH )  
 ) :ss  
COUNTY OF Salt Lake )

On the 29<sup>th</sup> July, 1996 personally appeared before me Glen W. Howard and Beverly June Howard the signer of the above instrument, who duly acknowledged to me that they executed the same.



Sharon L. Kearns  
NOTARY PUBLIC

Agreement  
March 11, 1996

We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

- a. Clarified that the City of Alpine shall have the right to place the water tank in a location on the proposed development in an area that is approved by the City Engineer, and
- b. The City shall have the right to consider other plans submitted by the land Owners in which the density of the development is reduced.

*[Handwritten signature]*

Land Owner

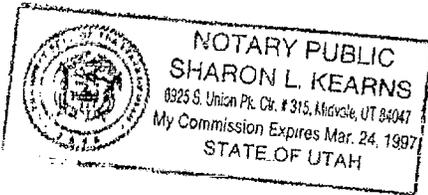
REDPOINT Equity L.C.  
BRENT Mitchell MMP

STATE OF UTAH )

COUNTY OF Salt Lake )

) :ss

On the 11 July, 1996 personally appeared before me Brent Mitchell, MMP of Redpoint Equities, L.C., the signer of the above instrument, who duly acknowledged to me that they executed the same.



*[Handwritten signature: Sharon L. Kearns]*  
NOTARY PUBLIC

Agreement  
March 11, 1996

We, the undersigned land Owners of record, agree to the modifications made in a motion by Rob Bateman of the Alpine City Council which:

- a. Clarified that the City of Alpine shall have the right to place the water tank in a location on the proposed development in an area that is approved by the City Engineer, and
- b. The City shall have the right to consider other plans submitted by the land Owners in which the density of the development is reduced.

*Culley W. Davis*  
Land Owner

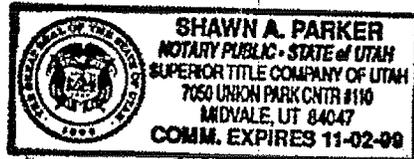
STATE OF UTAH  
COUNTY OF SALT LAKE

Dated this 20<sup>TH</sup> day of MARCH, 19 96

CULLEY W. DAVIS  
Name of Affiant

Subscribed to and acknowledged before me this 20<sup>TH</sup> day of MARCH, 19 96.

*Shawn A. Parker*  
Notary Public



My commission expires: 11-2-99

Residing in: SLC

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: 2019 Municipal Election**

**FOR CONSIDERATION ON: April 9, 2019**

**PETITIONER: Charmayne Warnock**

**ACTION REQUESTED BY PETITIONER: Approve Interlocal Agreement with Utah County to conduct Alpine City's 2019 Election.**

### **BACKGROUND INFORMATION:**

In 2013, Alpine City held a traditional stand-in-line election with a voter turnout of 23%. In 2015, Utah County began conducting the vote-by-mail elections for cities throughout the county. Alpine City's turnout for the 2015 Election was 48%. The turnout for the 2017 Election was 52%.

As in the past two elections, the County will mail ballots to every registered voter. On Election Day, a voting station will be available at Alpine City Hall for those who did not receive a ballot in the mail or lost their ballot for whatever reason.

The County has purchased new voting equipment and will only be using voting machines for handicapped voters. All other voters will check in and receive the appropriate paper ballot which will be printed on demand. This will greatly reduce the wait time we saw last year because people will not be waiting in line to use a voting machine. It will also reduce the cost of printing unnecessary ballots

Attached is a copy of the Interlocal Agreement between Utah County and Alpine City to conduct the 2019 Municipal Election.

Also, attached is the estimate of cost which is \$1.80 per registered voter. Alpine currently has 6,176 registered voters for a cost of \$11,116.80 per election. If the City holds both a Primary and General Election, the cost will be \$22,233.60. The total cost may change as the number of voters increase or decrease.

The scope of responsibilities for the County and for the City is also attached.

### **STAFF RECOMMENDATION:**

Consider contracting with Utah County to conduct the Municipal Election for 2019.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY  
AND ALPINE CITY  
FOR THE ADMINISTRATION OF THE 2019 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Alpine City a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, 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**, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

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

**WHEREAS**, Utah County and CITY desire to successfully conduct the 2019 CITY Municipal Primary (August 13, 2019) and General (November 5th, 2019) Elections (collectively “2019 CITY Municipal Elections”); and

**WHEREAS**, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2019 CITY Municipal Elections.

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

**Section 1. EFFECTIVE DATE; DURATION**

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2019 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the 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 Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk/Auditor Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

**Section 3. PURPOSES**

This Agreement has been established and entered into between the parties for the purpose of administering the 2019 CITY Municipal Elections. This Agreement contemplates basic,

traditional primary and general elections for the 2019 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

**Section 4. RESPONSIBILITIES**

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2019 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2019 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

**Section 5. METHOD OF TERMINATION**

This 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, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

**Section 6. INDEMNIFICATION**

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold 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. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

**Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT**

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

**Section 8. ADOPTION REQUIREMENTS**

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

**Section 9. AMENDMENTS**

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

**Section 10. SEVERABILITY**

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this 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 Agreement unenforceable.

**Section 11. 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 each of the parties have participated in the preparation hereof.

**Section 12. HEADINGS**

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

**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 the addresses of the City Mayor or County Commission, 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 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 Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**UTAH COUNTY**

Authorized by Resolution No. 2019 - \_\_\_\_, authorized and passed on the \_\_\_\_ day of \_\_\_\_\_ 2019.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

By: \_\_\_\_\_  
WILLIAM C. LEE, Chairman

ATTEST: AMELIA A. POWERS  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:  
DAVID O. LEAVITT, Utah County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

**CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of  
\_\_\_\_\_ 2019.

\_\_\_\_\_  
Mayor, CITY

ATTEST:

\_\_\_\_\_  
NAME  
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH  
CITY Attorney

By: \_\_\_\_\_

**Exhibit A**  
**2019 Municipal Elections**  
**Scope of Work for Election Services**  
**Revised 3/26/2019**

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

Services the City will provide, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure required by state code and/or city code.
- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up to date and current on all legal requirements governing candidates and campaigns.
- Thoroughly examine and proof all election programming done for the 2019 City Municipal Election. Final approval of ballots and programming will rest with the City.
- Host on the official City web site a link to or copy of the official reported results as hosted on the County Elections web page.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- City will canvas the final elections results.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot Layout and Design
- Ballot Printing
- Ballot Mailings
- Return Postage
- Ballot Processing
- Printing Optical Scan Ballots
- Program and Test Voting Equipment
- Program Electronic Voter Register
- Poll Worker Recruitment and Training
- Compensate Vote Center Poll Worker
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results on County Website
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. The city is responsible to canvass their municipal election on the date designated by the county.
- Such results will constitute the final Official Results of the Election.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

**2019 Municipal Elections**

**Exhibit B**

Active Voters for billing purposes, will be calculated 7 days before each Election Day

**ALPINE**

Election	Active Voters as of 3/1/19	Not to exceed \$1.80 per voter per election
Primary	6176	\$ 11,116.80
General	6176	\$ 11,116.80
Estimated Cost as of 3/1/2019		\$ 22,233.60



**PARTNERS  
IN THE 2019  
ELECTIONS**

