



ALPINE CITY COUNCIL MEETING AGENDA

NOTICE is hereby given that the CITY COUNCIL of Alpine City, Utah will hold a meeting on **Tuesday, October 13, 2015** as follows:

6:20 PM CITY COUNCIL PHOTO - DON WATKINS' BARN AT 1001 N. GROVE DRIVE IN ALPINE, UTAH

7:00 PM REGULAR MEETING - ALPINE CITY HALL, 20 NORTH MAIN, ALPINE, UTAH

I. CALL MEETING TO ORDER*

- A. **Roll Call:** Mayor Don Watkins
- B. **Prayer:** Roger Bennett
- C. **Pledge of Allegiance:** By Invitation

II. PUBLIC COMMENT: The public may comment on items that are not on the agenda.

III. CONSENT CALENDAR

- A. **Approve the Minutes of September 22, 2015**
- B. **Payment Request #1 - Staker & Parson Companies - \$125,523.61**
- C. **Bond Release No. 1 - David's Court Plat F - \$140,063.18**
- D. **Bond Release No. 9 - Heritage Hills Plat C - \$14,544.00**

IV. REPORTS AND PRESENTATIONS

- A. **Monthly Financial Report**

V. ACTION/DISCUSSION ITEMS

- A. **Hutchinson Property Exchange.** The City Council will decide on a proposed exchange of property located along Canyon Crest Road near Ridge drive. It is proposed that Alpine City exchange a portion of city owned property for a portion of private property owned by Harvey Hutchinson. This exchange would allow for a sidewalk to be constructed along Canyon Crest Road and to give the City the ability to eventually widen the road. Some access easements would also be either granted to or retained by the City as part of the exchange.
- B. **Dry Creek Trail Improvements.** The City Council will discuss a plan for trails in the middle of the City and improvements to the Dry Creek Trail that would include paving the trail.

VI. COUNCIL COMMUNICATIONS

VII. STAFF REPORTS

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

ADJOURN

***Council Members may participate electronically by phone.**

Don Watkins, Mayor
October 9, 2015

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) 756-6241.
CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main and sent by e-mail to The Daily Herald located in Provo, UT, a local newspaper circulated in Alpine, UT. This agenda is also available on our web site at www.alpinecity.org and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html

PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

Public Hearing v. 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 North Main, Alpine, UT
September 22, 2015

I. CALL MEETING TO ORDER: The meeting was called to order at 7:07 pm by Mayor Don Watkins.

The following were present and constituted a quorum:

Mayor Don Watkins

Council Members: Will Jones, Lon Lott, Troy Stout

Council Members not present: Kimberly Bryant, Roger Bennett

Staff: Rich Nelson, Charmayne Warnock, David Church, Jed Muhlestein, Jason Bond, Steve Cosper, Chief Brian Gwilliam

Others: Marianna Richardson, Jane Griener, Carla Merrill, Ramon Beck, Todd Anderson, Max Magleby

Mayor Watkins welcomed the candidates running for City Council and introduced them.

A. Prayer: Will Jones
B. Pledge of Allegiance: Max Magleby

II. PUBLIC COMMENT

- Max Magleby proposed an Eagle scout project to clean up the sidewalks and gutters at the end of Bald Mountain Drive and Golden Eagle Circle. He said he would dig up the rabbit brush and clean out the gutter. Jason Bond said that it was a great idea since the city had a lot of open space that needed work. He suggested they spray the cracks in the sidewalk with weed killer to keep them from coming back. The rabbit brush was persistent and would need to be removed to consistently keep it from coming back. There was a discussion about using weed killer and it was suggested that the public works department be involved.
- Amy Johnson said she lived on Hampton Court. She asked the Council to consider making the intersection of Bristol Court and 300 North a four-way stop instead of a two-way stop. The school children crossed 300 North at that intersection to get to Alpine Elementary school. There were a lot of trees that blocked visibility and it made it dangerous for the children to cross there because the children couldn't see the cars coming or be seen by people driving the cars. Mayor Watkins said they would have a professional engineer look at it and see if it made sense. There was a concern about traffic on 300 North backing up if there was a stop sign at the corner since 300 North was already an unusually narrow road. It was also suggested they consider a crossing guard at that location. Jed Muhlestein said that if trees in the sight triangle were causing the problem, they could talk to the property owner about cutting down some trees.

III. CONSENT CALENDAR

- A. Approve the minutes of September 8, 2015**
B. Final Payment - Whitaker Construction, 100 W. Sewer Improvements - \$217,184.25.

Will Jones made some corrections to the minutes and clarified that it was a final payment to Whitaker Construction, not a partial payment.

MOTION: Will Jones moved to approve the Consent Calendar for a final payment to Whitaker Construction and the minutes as corrected. Lon Lott seconded. Ayes: 3 Nays: 0. Will Jones, Lon Lott, Troy Stout voted aye. Motion passed.

IV. REPORTS AND PRESENTATIONS. None

1
2
3 **V. ACTION/DISCUSSION ITEMS**
4

5 **A. Resolution No. R2015-11 Gateway District Design Guidelines.** Jason Bond said that the guidelines
6 applied to the Gateway District which was basically the commercial zone. The Planning Commission had been
7 working on them for some time. The proposed guidelines discussed at the City Council at the meeting of August 25,
8 2015 and some concerns were raised. Judi Pickell, Will Jones, and Erin Darlington later met, discussed the concerns,
9 and made some alteration. Jason Bond said the guidelines were not perfect and would probably be amended as time
10 went on, but he thought they should adopt something to provide direction on development in that area.
11

12 Will Jones said that when they met, the problem they found was that they were trying to mix a couple of things. The
13 setbacks in the City were defined by ordinance and could not be changed without changing the ordinance. The
14 setbacks in the design guidelines were different from the setbacks allowed by ordinance so it created a conflict. To
15 resolve that issue, they took the setbacks out of the guidelines. He said that at some point, the Council could amend
16 the ordinance on setbacks so the setbacks in the commercial zone would be consisted with what they wanted to have
17 reflected in the design guidelines. Until that time, they thought the Council should adopt the guidelines to give
18 developers some kind of direction. He said that in 90 days they would come back with more definitive guidelines,
19 and fix the setbacks according to ordinance.
20

21 Mayor Watkins asked the Council if they wanted to consider hiring a consultant to work on the guidelines. Troy
22 Stout said he would like to have the committee come up with something they thought worked for Alpine, then have
23 a consultant take a look at it.
24

25 **MOTION:** Will Jones moved to approve the Gateway District Design Guidelines with the following conditions:
26

- 27 1. A statement be included that in the event they conflict with the ordinance, the ordinance would be
28 followed.
- 29 2. In Section 7 it would state that traditional rooflines were preferred.
- 30 3. In Section 7 it would state that mechanical equipment shall not be visible from the street.
- 31 4. Flat roofs may be considered.
32

33 Troy Stout seconded. Ayes: 3 Nays: 0. Will Jones, Lon Lott, Troy Stout voted aye. Motion passed.
34

35 Mayor Watkins said he would also like them to discuss solar panels on commercial buildings at the entrance of
36 town.
37

38 **B. Resolution No. R2015-16, Recertification of the Justice Court:** David Church said Alpine City
39 shared a judge and a court with Highland City. Justice Courts were controlled by the state and there were mandates
40 about how it should be done. The court had to be certified every four years. There were different classes of courts
41 which was determined by how many cases the court heard and how long the judge sat. The legislative body was
42 required to look at the court and receive an affidavit from the judge and from the city attorneys stating that the court
43 was able to meet the standards set forth by the state. The resolution had to be passed and submitted to the state court
44 by the end of October if they wanted to stay in the business of having a local justice court, otherwise the police
45 would have to go down to Provo.
46

47 Rich Nelson said American Fork City had dropped their justice court and the police and citizens had to go down to
48 Provo. There was a cost savings for the city to do that.
49

50 David Church said that in certifying the court, the cities were committing to fund the cost. Fines never covered the
51 full overhead of a court unless it was a really large court. However, Alpine was paying for half a judge, half of the
52 facility and other costs. They needed to weigh the costs that they didn't see against the costs of having a court
53 nearby. Highland City had over 200 court runs a week and Alpine City had over 60. They were a Class 3 Justice
54 Court. The court clerk had to work a minimum number of hours a week but the judge didn't have to be there except
55 when there was a court session, which was held only once a month.
56

1 **MOTION:** Will Jones moved to approve Resolution No. R2015-16 Recertifying the Justice Court. Troy Stout
 2 seconded. Ayes: 3 Nays: 0. Will Jones, Troy Stout, Lon Lott voted aye. Motion passed.

3
 4 **C. Resolution No. R2015-15 Consolidated Fee Schedule:** Rich Nelson said that at the previous meeting
 5 the Council had talked about imposing different costs for nonresidents using the Moyle Park for weddings. He
 6 recommend \$200 for parties of up to 100 and \$400 for parties over 200.

7
 8 The amended Consolidated Fee Schedule also changed the amount paid for an independent retaining wall review
 9 from \$250 per review to \$110 per hour for the review plus \$0.60 per mile. Jed Muhlestein explained that the first
 10 retaining wall review that came in actually cost the City \$750 but they had only charged \$250 as set forth in the fee
 11 schedule. They decided to change it to an hourly fee plus a mileage fee for the independent reviewer.

12
 13 Troy Stout asked if the new review fee would cover the man hours the City spent since it was paid to the
 14 independent reviewer. Charmayne Warnock said they also charged a building permit fee which would cover the
 15 cost to the City.

16
 17 Will Jones asked about the cost of building a retaining wall on a city road. David Church said that if it was a public
 18 works project, the review would be part of the contract. This review cost was for private retaining walls.

19
 20 **MOTION:** Will Jones move to approve Resolution No. R2015-15 amending the Consolidated Fee Schedule as
 21 proposed with the nonresident wedding fees in Moyle Park at \$200 and \$400 and the retaining wall review fee to be
 22 \$110 per hour and \$0.60 per mile. Lon Lott seconded. Ayes: 3 Nays: 0. Will Jones, Lon Lott, Troy Stout voted aye.
 23 Motion passed.

24
 25 Lon Lott asked about follow-up on the construction of a wall. David Church said that the inspector tracked the
 26 progress. The property owner who was building the wall had a structural engineer who stamped that plans certifying
 27 the design of the wall. The independent plan reviewer reviewed the plans to make sure they complied with Alpine
 28 City's ordinance. He said the cases in which a wall may fail was if a landscaper built landscaping features that were
 29 really retaining walls and they hadn't been engineered or inspected.

30
 31 **D. Alpine City Trail Signage:** Troy Stout said he rode his bike in Corner Canyon a lot and took some
 32 pictures of trail signs that he would like to discuss putting up in Alpine. They definitely needed some trail signs in
 33 Lambert Park. Recently there was a collision on one of the trails because there was no warning that someone may be
 34 coming downing the trail while someone else was going up. There were also trail durability issues where signs
 35 should notify users that some trails should not be used when it conditions were wet because of the potential trail
 36 damage. Signs could indicate other routes that could be taken when such conditions existed. He said the signs he had
 37 taken pictures of were good quality signs which were deep-set and made of metal. It would be worth it to invest in
 38 quality signs since the wood signs they had put up were soon destroyed.

39
 40 The issue of fencing was also raise. Mayor Watkins said he would prefer to see a brown chain link fence between
 41 the Box Elder South subdivision and Lambert Park. A split rail fence wouldn't keep the ATV traffic out of the park.
 42 Troy Stout said he primarily wanted to see a split rail fence at the entrance to the park - more of demarcation on
 43 entry. The Council agreed that discussing fencing and signage as a package would be more effective.

44
 45 Troy Stout said he would also like to carry the trail discussion into the Three Falls open space. It was suggested that
 46 Mr. Stout meet with the trail committee and discuss the signage and fencing and report back to the Council.

47
 48 **E. Interlocal Cooperation Agreement Between Utah County and Alpine City:** David Church said that
 49 when the county voted to put the tax issue on the ballot, it created a situation where the county and the cities would
 50 need to work together on an election that was normally just a municipal election. The agreement proposed that
 51 Alpine City would allow the Utah County to conduct the election. The downside was that the estimated cost of
 52 allowing the county to run the election was about four thousand dollars more than the city had anticipated. He said
 53 he had reviewed the agreement and recommended approval so the election could go forward.

54
 55 Charmayne Warnock said there was some question about whether the figures on the agreement were correct because
 56 Alpine City had already paid for the printing of both the outgoing and incoming envelopes. She said she was

1 corresponding with Scott Hogensen who was the county election official on what those actual costs would be so the
2 numbers might be less.

3
4 **MOTION:** Lon Lott moved to approve the Interlocal Cooperation Agreement with Utah County regarding the
5 election. Troy Stout seconded. Ayes: 3 Nays: 0. Lon Lott, Troy Stout, Will Jones voted aye. Motion passed.

6 7 **VI. STAFF REPORTS**

8
9 Rich Nelson. Regarding the Eagle scout project to remove the rabbit brush on Bald Mountain Drive, Rich Nelson
10 said the poison to kill it was very expensive, plus it needed to be applied in a safe manner. He would like the staff to
11 participate in the removal. Mayor Watkins asked Jason Bond to also contact the Bloomquists about the weeds along
12 the sidewalk for the Nativity. They needed to be cut down. Jason Bond said maybe it could be an Eagle scout
13 project.

14
15 Jed Muhlstein said Shane Sorensen had talked to the Council about acquiring a piece of property to extend the
16 public works facilities and parks department. They had looked at property by the old candy factory but it would be
17 too expensive to make it work. They had looked at property owned by the Beck's but it was already under contract
18 with someone else so that was no longer an option. They had discussed putting something up by the rodeo grounds
19 but decided that was too far away from the City Shops. They were now seriously considering using property the City
20 owned on 300 North, and had drawn up a concept plan for the piece. One residence would be affected by the site,
21 but the location where the shop would sit was mostly secluded. The stream isolated it and they could landscape the
22 area for vegetation buffer.

23
24 Troy Stout asked about visibility from the south. Jed Muhlstein said if they lowered the building, only seven feet
25 would be higher than the fence, and with the trees, he felt it would be well hidden. The traffic going to and from the
26 building would be minimal because they were using it for parks equipment, which staff would take out in the
27 morning and bring back later in the afternoon. During the winter there would be even less activity.

28
29 Mayor Watkins said they should first talk to the neighbors about their plans. David Church said that since they
30 would be changing the use of the open space, it would have to go to the Planning Commission for a recommendation
31 and require a two-thirds vote of the Council.

32
33 Troy Stout said he had long envisioned that area as a amphitheater for concerts, etc. Mayor Watkins noted that the
34 neighbors might actually prefer a quieter use like a storage shed. He said he would like to have an architect create a
35 virtual picture of the plan so people would know what to expect.

36 37 **VII. EXECUTIVE SESSION**

38
39 **MOTION:** Troy Stout moved to go into a closed meeting to discuss litigation. Will Jones seconded. Ayes: 3 Nays:
40 0. Troy Stout, Will Jones, Lon Lott voted aye. Motion passed.

41
42 The Council adjourned to closed session at 8:37 pm.

43
44 The Council returned to open session at 8:48 pm.

45 46 **VIII. COUNCIL COMMUNICATION**

47 48 Will Jones

- 49
50
- 51 • He asked if the property exchange issue with Harvey Hutchinson had been resolved. Jed Muhlstein said it
52 would be on the next Planning Commission agenda. He said David Hall who owned property adjacent to
53 Peterson Park was claiming a prescriptive easement because he had been using part of the park for 20
54 years. David Church said a person could not claim a prescriptive easement for public property.
 - 55 • Will Jones asked who was going to be the appeal authority for the Eagle Pointe appeal since the applicants
56 didn't want to use Phil Barker because he had been the mayor when the subdivision first came to the city. It
wasn't certain.

- 1 • Will Jones said he would like to go forward on a public hearing for the annexation of Box Elder South on
2 October 27, 2015. It would need to be published once a week for three consecutive weeks prior to the
3 hearing.
4 • Regarding the sports fields, he said he would like to sit down and review the agreement with David Jossi.
5 The word was that Mr. Jossi had eliminated other clubs from using the fields, and there were others who
6 were willing to take over the job.
7

8 Lon Lott
9

- 10 • Lon Lott said he had spent the last three days at the ULCT Convention. He appreciated David Church for
11 what he did for the group. One of the things discussed was what could and could not be said by cities about
12 the quarter cent sale tax issue that was on the ballot. In addition he learned that they could not use any city
13 resources such as city emails, etc. in a campaign. If someone emailed them at their city email address, they
14 should call them back. David Church agreed saying that public funds or facilities could not be used to
15 campaign on any ballot issues. The restriction applied to elected officials and anyone with the city email
16 address.
17 • At the convention they also presented growth statistics for Utah, which were interesting. Mayor Watkins
18 said he understood Alpine was the third for fourth fastest growing city.
19 • The conference also focused on laws for body cams for the police department.
20

21 Troy Stout asked if they had a picture of the current City Council. Mayor Watkins said they should have a photo
22 take at 6:30 before the next meeting at his house.
23

24 **MOTION:** Will Jones moved to adjourn. Troy Stout seconded. Ayes: 3 Nays: 0. Will Jones, Troy Stout, Lon Lott
25 voted aye. Motion passed.
26

27 The meeting was adjourned at 9:08 pm.

PAYMENT REQUEST NO. 1

Name of Contractor:		Staker & Parson Companies	
Name of Owner:		Alpine City	
Date of Completion:	Amount of Contract:	Dates of Estimate:	
Original: 30-Sep-14	Original: \$209,763.50	From:	1-Sep-15
Revised:	Revised:	To:	30-Sep-15
Description of Job: Alpine City - 2015 Asphalt Overlay Projects			
Original Contract Amount			
Amount	This Period	Total To Date	
Amount Earned	\$125,523.61	\$125,523.61	
Amount Retained	\$0.00	\$0.00	
Previous Payments		\$0.00	
Amount Due	\$125,523.61	\$	125,523.61
Days Remaining	of	Percent Time Used:	
Estimated Percentage of Job Completed	59.84%		
Contractor's Construction Progress IS on schedule			

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

Recommended by: Alpine City Engineering Dept.

Date: 10/8/2015



Shane L. Sorensen, P.E.
City Engineer

Accepted by: Staker & Parson Companies

Date: _____

Staker & Parson Companies

Approved By: Alpine City

Date: _____

Don Watkins
Mayor

Project Owner: Alpine City
 Project: Alpine City - 2015 Asphalt Overlay Projects
 Contractor: Staker & Parson Companies

Date: 3-Oct-14

Original Contract Amount: \$209,763.50
 Revised Contract Amount:

Item	Description	Quantity	Units	Unit Price	Amount	Pay Est #1		Total Billing		Percent Complete
						Quantity this Month	Earnings this Month	Quantity to Date	Earnings to Date	
BID SCHEDULE										
1	Mobilization (not greater than 5% of total bid)	1	LS	\$5,000.00	\$ 5,000.00	0.5	\$2,500.00	1	\$2,500.00	50%
2	Lane Leveling (more or less quantity)	200	Ton	\$81.00	\$ 16,200.00	195.71	\$15,852.51	196	\$15,852.51	98%
3	1.5-inch Asphalt Overlay (including edge milling and traffic control)	18,900	SF	\$0.76	\$ 14,364.00	18,900	\$14,364.00	18,900	\$14,364.00	100%
4	2-inch Asphalt Overlay (including edge milling and traffic control)	148,865	SF	\$0.90	\$ 133,978.50	103,119	\$92,807.10	103,119	\$92,807.10	69%
5	2-inch Asphalt Overlay (including full width milling and traffic control)	36,900	SF	\$1.09	\$ 40,221.00		\$0.00	0	\$0.00	0%
Total Bid/Contract					\$209,763.50					
Partial Payment Sub-Total							\$125,523.61		\$125,523.61	
Additive Alternates										
Change Orders										
C.O. No. 1	Re Mobilization for Mill	1	LS	\$ 1,375.00	\$ 1,375.00					
"	1" Thick Additional Asphalt To Make Total Thickness of 3" for Contract Item No. 5	36,900	SF	\$ 0.40	\$ 14,760.00					
"	Deduct for Tack Coat Not Used for Contract Item No. 5	36,900	SF	\$ (0.05)	\$ (1,845.00)					
Change Order Sub-Total					\$14,290.00		\$0.00		\$0.00	
Total Revised					\$224,053.50		\$125,523.61		\$125,523.61	
5% Retainage					-					
Add Retainage										
Total					\$224,053.50		\$125,523.61		\$125,523.61	

ALPINE CITY
 ESCROW BOND RELEASE FORM
 Bond Release No. 1

BOND HOLDER

Thru Period Ending: October 8, 2015

David's Court Plat F
 Location: Healey Boulevard
 Original Bond

Item	Quantity	Units	120%		Total Cost	% Completed	% Completed	Total
			Unit Cost	Unit Cost		This Period	To Date	
Mobilization	1	L.S.	\$ 4,500.00	\$ 5,400.00	\$5,400.00	50%	50%	\$2,700.00
8" PVC Sewer 10'-12' Deep	651	L.F.	\$ 25.10	\$ 30.12	\$19,608.12	80%	80%	\$15,686.50
48" Sewer Manhole	4	Each	\$ 2,422.00	\$ 2,906.40	\$11,625.60	80%	80%	\$9,300.48
4" Sewer Laterals (40')	6	Each	\$ 975.00	\$ 1,170.00	\$7,020.00	80%	80%	\$5,616.00
10" DIP Water Line	481	L.F.	\$ 30.00	\$ 36.00	\$17,316.00	80%	80%	\$13,852.80
10" GV w/ Hot Tap	1	Each	\$ 1,383.00	\$ 1,659.60	\$1,659.60	80%	80%	\$1,327.68
Fire Hydrant Complete	2	Each	\$ 4,155.00	\$ 4,986.00	\$9,972.00	80%	80%	\$7,977.60
3/4" Water Laterals	6	Each	\$ 465.00	\$ 558.00	\$3,348.00	67%	67%	\$2,243.16
6" C-900 PVC Irrigation Pipe	438	L.F.	\$ 28.00	\$ 33.60	\$14,716.80	80%	80%	\$11,773.44
1" Pressurized Irrigation Laterals	6	Each	\$ 430.00	\$ 516.00	\$3,096.00	80%	80%	\$2,476.80
6" GV w/ Hot Tap	1	Each	\$ 1,527.00	\$ 1,832.40	\$1,832.40	80%	80%	\$1,465.92
6" MJ Plug	1	Each	\$ 350.00	\$ 420.00	\$420.00	80%	80%	\$336.00
Curb Inlet 2'x3'x4'	3	Each	\$ 3,500.00	\$ 4,200.00	\$12,600.00	80%	80%	\$10,080.00
15" RCP Storm Drain Main	272	L.F.	\$ 31.26	\$ 37.51	\$10,203.26	80%	80%	\$8,162.61
4' Junction Box	1	Each	\$ 2,500.00	\$ 3,000.00	\$3,000.00	80%	80%	\$2,400.00
60" Dia. Storm Drain Manhole	1	Each	\$ 2,750.00	\$ 3,300.00	\$3,300.00	80%	80%	\$2,640.00
24" HB Curb and Gutter	1052	L.F.	\$ 10.25	\$ 12.30	\$12,939.60	50%	50%	\$6,469.80
5' Sidewalk, 4" thick	1260	S.F.	\$ 2.71	\$ 3.25	\$4,097.52	0%	0%	\$0.00
ADA Ramps	2	Each	\$ 487.00	\$ 584.40	\$1,168.80	0%	0%	\$0.00
3" Asphalt	18887	S.F.	\$ 1.17	\$ 1.40	\$26,517.35	80%	80%	\$21,213.88
9" Roadbase hauled, placed, compacted	22029	S.F.	\$ 0.48	\$ 0.58	\$12,688.70	80%	80%	\$10,150.96
Dry Utility Trenching & Power Conduit	1052	L.F.	\$ 4.61	\$ 5.53	\$5,819.66	0%	0%	\$0.00
Utility Sleeve Trenching	60	L.F.	\$ 3.80	\$ 4.56	\$273.60	80%	80%	\$218.88
Gas Sleeve	60	L.F.	\$ 2.40	\$ 2.88	\$172.80	80%	80%	\$138.24
Phone Sleeve	60	L.F.	\$ 2.40	\$ 2.88	\$172.80	80%	80%	\$138.24
Erosion Control - Silt Fence	1095	L.F.	\$ 0.85	\$ 1.02	\$1,116.90	50%	50%	\$558.45
Stabilized Construction Entrance/Washout Area	12	TON	\$ 24.60	\$ 29.52	\$354.24	80%	80%	\$283.39
Inlet Protection	4	Each	\$ 80.30	\$ 96.36	\$385.44	80%	80%	\$308.35
Street Lights	1	Each	\$ 2,500.00	\$ 3,000.00	\$3,000.00	0%	0%	\$0.00
Subdivision monuments	2	Each	\$ 450.00	\$ 540.00	\$1,080.00	0%	0%	\$0.00
Street sign / traffic signs	2	Each	\$ 225.00	\$ 270.00	\$540.00	0%	0%	\$0.00
Mail Box	1	Each	\$ 1,500.00	\$ 1,800.00	\$1,800.00	0%	0%	\$0.00
As-Builts as per city standards	1	L.S.	\$ 1,500.00	\$ 1,800.00	\$1,800.00	0%	0%	\$0.00
Construction Staking	1	L.S.	\$ 2,150.00	\$ 2,580.00	\$2,580.00	80%	80%	\$2,064.00
Testing, Cleaning, Inspections	1	L.S.	\$ 800.00	\$ 960.00	\$960.00	50%	50%	\$480.00
Traffic Control for Sewer Installation	1	L.S.	\$ 2,500.00	\$ 3,000.00	\$3,000.00	0%	0%	\$0.00
TOTAL BOND AMOUNT					\$ 205,585.20	Amount Released to Date:		\$140,063.18

** At the discretion of the City, up to 80% of the total bond amount may be released as partial payments and 90% of the total will be released at final. The remainder will be held for the two year warranty period.

Previously Released: \$ -

This Release: \$140,063.18

Requested by Developer:

 Scott Dunn Date

Approved by Alpine City:

 Don Watkins Mayor Date

 Shane L. Sorensen, P.E. City Engineer Date

10/8/2015

 City Council (by Charmayne Warnock - City Recorder) Date

ALPINE CITY
ESCROW BOND RELEASE FORM
 Release No. 9

BOND HOLDER

Thru Period Ending: October 8, 2015

Heritage Hills Plat C

Location: *Heritage Hills Boulevard*
 Original Bond

Description	Quantity	Units	Unit Price	120% Unit Cost	Total Cost	% Completed This Period**	% Completed To Date**	Total
SWPPP Installation and Maintenance	1	L.S. @	\$ 6,775.00	\$ 8,130.00	\$ 8,130.00		80.0%	\$ 6,504.00
Clearing and Grubbing	1	L.S. @	\$ 9,350.00	\$ 11,220.00	\$ 11,220.00		80.0%	\$ 8,976.00
Rough Grading	1	L.S. @	\$ 284,700.00	\$ 341,640.00	\$ 341,640.00		80.0%	\$ 273,312.00
Retaining Wall	8.25	SF @	\$ 14,780.00	\$ 17,736.00	\$ 146,322.00		80.0%	\$ 117,057.60
8" Sewer Main	745	L.F. @	\$ 21.00	\$ 25.20	\$ 18,774.00		80.0%	\$ 15,019.20
8" Sewer Main -HDPE	212	L.F. @	\$ 30.00	\$ 36.00	\$ 7,632.00		80.0%	\$ 6,105.60
8" Sewer Main -deep on culdesac	203	L.F. @	\$ 32.00	\$ 38.40	\$ 7,795.20		80.0%	\$ 6,236.16
Sewer lateral -deep on culdesac	5	Each @	\$ 1,500.00	\$ 1,800.00	\$ 9,000.00		80.0%	\$ 7,200.00
Sewer lateral	6	Each @	\$ 1,000.00	\$ 1,200.00	\$ 7,200.00		80.0%	\$ 5,760.00
Sewer manhole 48" standard	8	Each @	\$ 2,900.00	\$ 3,480.00	\$ 27,840.00		80.0%	\$ 22,272.00
Sewer manhole 48" -20' deep	1	Each @	\$ 3,950.00	\$ 4,740.00	\$ 4,740.00		80.0%	\$ 3,792.00
Sewer bedding, backfill, compaction, & testing	1	Each @	\$ 12,724.00	\$ 15,268.80	\$ 15,268.80		80.0%	\$ 12,215.04
<u>Sewer Connection -south</u>				\$ -	\$ -			
8" Sewer Main	486	L.F. @	\$ 21.00	\$ 25.20	\$ 12,247.20		80.0%	\$ 9,797.76
8" Sewer Main	182	L.F. @	\$ 21.00	\$ 25.20	\$ 4,586.40		80.0%	\$ 3,669.12
Sewer manhole 48" standard	2	Each @	\$ 2,800.00	\$ 3,360.00	\$ 6,720.00		80.0%	\$ 5,376.00
Sewer Laterals- 312-316 (5)	1	ls @	\$ 12,000.00	\$ 14,400.00	\$ 14,400.00		80.0%	\$ 11,520.00
Sewer bedding, backfill, compaction, & testing	1	ls @	\$ 6,690.00	\$ 8,028.00	\$ 8,028.00		80.0%	\$ 6,422.40
Connect to Existing Water Line	1	Each @	\$ 4,125.00	\$ 4,950.00	\$ 4,950.00		80.0%	\$ 3,960.00
8" DIP Water Line	1900	L.F. @	\$ 31.80	\$ 38.16	\$ 72,504.00		80.0%	\$ 58,003.20
6" DIP Water Line	30	L.F. @	\$ 25.00	\$ 30.00	\$ 900.00		80.0%	\$ 720.00
Fire Hydrant with Valve	3	Each @	\$ 3,200.00	\$ 3,840.00	\$ 11,520.00		80.0%	\$ 9,216.00
3/4" Water Lateral	16	Each @	\$ 950.00	\$ 1,140.00	\$ 18,240.00		80.0%	\$ 14,592.00
Misc-Tees, Valves, Blocks, Lugs, Testing, blow off, etc	1	L.F. @	\$ 16,644.80	\$ 19,973.76	\$ 19,973.76		80.0%	\$ 15,979.01
Connect to Existing Pressurized Irrigation Line	1	Each @	\$ 4,125.00	\$ 4,950.00	\$ 4,950.00		80.0%	\$ 3,960.00
6" Pressurized Irrigation Water Line	400	L.F. @	\$ 15.50	\$ 18.60	\$ 7,440.00		80.0%	\$ 5,952.00
8" Pressurized Irrigation Water Line	1400	L.F. @	\$ 20.00	\$ 24.00	\$ 33,600.00		80.0%	\$ 26,880.00
Pressurized Irrigation, Valves, Tee's, boxes, blocks, etc	1	L.S. @	\$ 14,877.00	\$ 17,852.40	\$ 17,852.40		80.0%	\$ 14,281.92
1" Pressurized Irrigation Lateral	16	Each @	\$ 800.00	\$ 960.00	\$ 15,360.00		80.0%	\$ 12,288.00
Water bedding, backfill, compaction, & testing	1	L.S. @	\$ 9,475.00	\$ 11,370.00	\$ 11,370.00		80.0%	\$ 9,096.00
15" Storm Drain Pipe	830	L.F. @	\$ 22.63	\$ 27.16	\$ 22,539.48		80.0%	\$ 18,031.58
12" Storm Drain Pipe	104	L.F. @	\$ 20.88	\$ 25.06	\$ 2,605.82		80.0%	\$ 2,084.66
5' diameter manholes	5	Each @	\$ 2,400.00	\$ 2,880.00	\$ 14,400.00		80.0%	\$ 11,520.00
4' diameter manholes	1	Each @	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00		80.0%	\$ 1,920.00
Bedding Material	500	Each @	\$ 10.00	\$ 12.00	\$ 6,000.00		80.0%	\$ 4,800.00
Curb Inlet boxes	4	Each @	\$ 2,500.00	\$ 3,000.00	\$ 12,000.00		80.0%	\$ 9,600.00
Detention basins, Rip Rap, etc.	1	L.S. @	\$ 36,500.00	\$ 43,800.00	\$ 43,800.00		80.0%	\$ 35,040.00
Misc. storm drain material, flared ends, & etc	1	L.S. @	\$ 1,957.00	\$ 2,348.40	\$ 2,348.40		80.0%	\$ 1,878.72
24" Curb and Gutter	3,600	L.F. @	\$ 14.75	\$ 17.70	\$ 63,720.00		80.0%	\$ 50,976.00
5' Sidewalk with 6" Roadbase	2,000	L.F. @	\$ 15.50	\$ 18.60	\$ 37,200.00		80.0%	\$ 29,760.00
4' Sidewalk with 6" Roadbase	1,100	L.F. @	\$ 18.75	\$ 22.50	\$ 24,750.00		80.0%	\$ 19,800.00
Curb Inlets	4	Each @	\$ 450.00	\$ 540.00	\$ 2,160.00		80.0%	\$ 1,728.00
Handi-cap ramps	2	Each @	\$ 875.00	\$ 1,050.00	\$ 2,100.00		80.0%	\$ 1,680.00
Manhole Collars; adjust to grade	16	Each @	\$ 525.00	\$ 630.00	\$ 10,080.00	80.0%	80.0%	\$ 8,064.00
Valve Collars; adjust to grade	10	Each @	\$ 375.00	\$ 450.00	\$ 4,500.00	80.0%	80.0%	\$ 3,600.00
12" Subbase	70,000	S.F. @	\$ 0.85	\$ 1.02	\$ 71,400.00		80.0%	\$ 57,120.00
3" Asphalt, 8" Roadbase	64,600	S.F. @	\$ 2.00	\$ 2.40	\$ 155,040.00		80.0%	\$ 124,032.00
Clean-up	1	L.S. @	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00	60.0%	60.0%	\$ 2,880.00
Street Lights	4	Each @	\$ 2,500.00	\$ 3,000.00	\$ 12,000.00		0.0%	\$ -
Trails	1	L.S. @	\$ 14,100.00	\$ 16,920.00	\$ 16,920.00		0.0%	\$ -
TOTAL BOND AMOUNT					\$ 1,380,967.46	Amount Released to date		\$ 1,080,677.97
Release No. 1 (paper release)					\$ 261,741.36			
TOTAL BOND REQUIRED					\$ 1,119,226.10		Previously Released:	\$ 1,066,133.97
							This Release:	\$ 14,544.00

** At the discretions of the city, up to 80% of the total bond amount may be released as parial payments and 90% of the total will be released at final. The remainder will be held for the two year warranty period.

Requested by Developer:

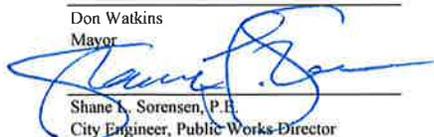
Downing Akin

Date

Approved by Alpine City:

Don Watkins
 Mayor

Date



Shane L. Sorensen, P.E.
 City Engineer, Public Works Director

10/8/2015

Date

City Council
 (by Charmayne Warnock - City Recorder)

Date

ALPINE CITY COUNCIL AGENDA

SUBJECT: Hutchinson Property Exchange with Petersen Park

FOR CONSIDERATION ON: 13 October 2015

PETITIONER: Harvey Hutchinson

ACTION REQUESTED BY PETITIONER: Exchange Private Property with City Open Space

APPLICABLE STATUTE OR ORDINANCE: Section 3.16 (Open Space)

BACKGROUND INFORMATION:

The DRC was approached by Harvey Hutchinson (194 East Paradise Lane) with a land exchange option between himself and the City that would allow the City to build sidewalk along Canyon Crest Road, his rear property boundary. Doing so would help address safety concerns for pedestrian traffic along Canyon Crest Road between the intersections of Ridge Drive and Paradise Cove. Children walking to school from the Ridge Drive area currently are forced to cross Canyon Crest Road to be able to continue on sidewalk westward along Canyon Crest Road. Once they reach the round-a-bout, they then cross traffic again to either go to Timberline or Mountainville Academy. With a sidewalk connection as specified above, two street crossings would be eliminated for pedestrian traffic to schools. To modify or change the use of open space requires a recommendation from the Planning Commission and City Council approval.

Staff is in favor of the proposal as it will enhance the safety of pedestrian traffic through the corridor.

PLANNING COMMISSION MOTION: David Fotheringham moved to recommend to the City Council to approve the Hutchinson Property Exchange at 194 East Paradise Lane for the reason of pedestrian safety with the following conditions:

1. Talk to the City Attorney to get clarification on the agreement that was signed by Mr. Hutchinson and the City to see if the agreement ends upon Mr. Hutchinson's death.
2. Talk to the City Attorney to get clarification on what Mr. Hutchinson's role is in the property now that he is living and what will happen upon his death.

Bryce Higbee said he read the agreement and it states the Hutchinson's, so it's their entire family and not just one individual. Steve Cospers asked what would happen if the family sold the land. Bryce Higbee said this is a recorded document and Jed Muhlestein said it would go with the property.

Judi Pickell seconded the motion. The motion was unanimous and passed with 4 Ayes and 0 Nays. Bryce Higbee, David Fotheringham, Steve Cospers and Judi Pickell all voted Aye.

Memo



To: Alpine City Planning Commission and City Council
From: Alpine Development Review Committee (DRC)
Date: September 30, 2015
Subject: Peterson Park/Arboretum Open Space Modification

Background

The DRC was approached by Harvey Hutchison (194 E. Paradise Lane) with a land exchange option between himself and the City that would allow the City to build sidewalk along Canyon Crest, his current rear property boundary. Doing so would help address safety concerns for pedestrian traffic along Canyon Crest between the intersections of Ridge Drive and Paradise Cove. Children walking to school from the Ridge Drive area currently are forced to cross Canyon Crest to be able to continue on sidewalk westward along Canyon Crest. Once they reach the round-a-bout, they then cross traffic again to either go to Timberline or Mountainville Academy. With a sidewalk connection as specified above, two street crossings would be eliminated for pedestrian traffic to schools. To modify or change the use of open space requires a recommendation from the Planning Commission and City Council Approval.

Proposal Details

See attached Exhibit A for the following "area" references.

Area A (0.26 ac) contains properties currently owned by Harvey Hutchison. It is proposed to exchange this property for Area B (0.26 ac) which is part of City open space known as the Arboretum or Peterson Park.

We would anticipate this proposal/project to be completed in two phases. Phase 1 would be exchange of property deeds. Once funding is available the city could construct that sidewalk and trails as shown. Phase 2 would be to expand and build Canyon Crest to meet the standard arterial asphalt width of 42 feet. The road narrows to approximately 32 feet wide in this area today.

The specifics of the proposal are outlined in an agreement between the City and Mr. Hutchison attached as Exhibit B.

The DRC has worked with Mr. Hutchison extensively to be able to present this to the Planning Commission and City Council. We are in favor of the proposal as it will enhance the safety of pedestrian traffic through this corridor.

**LAND EXCHANGE AGREEMENT BETWEEN HARVEY L. AND VARO C.
HUTCHINSON AND ALPINE CITY**

This Land Exchange Agreement ('Agreement') is made as of this ___ day of October 2015, by and between Harvey L. and Varo C. Hutchinson of 194 East Paradise Lane, Alpine, Utah 84004 (the owners of herein defined Parcel 1 identified as "Hutchinsons") and the Alpine City, a Utah Municipal Corporation, (the "City", the owner of herein defined Parcel 2).

WHEREAS, Hutchinsons are the owners of the real property shown on Exhibit A hereto in red which borders Canyon Crest Road in Alpine City Utah ("Parcel 1") which is more particularly described as follow:

Commencing at the southeast property corner of a real property located at 194 E. Paradise Lane, Alpine, Utah 84004, (serial number being 110230163 as recorded and on record at the Utah County Recorder's Office, see also Entry 130462:2001), said point also being North 1296.79 feet and West 251.36 feet from the East quarter of Section 25, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence along said property boundary the following 3 distances, N65°48'00"W 522.775', N24°10'54"E 15.188', S77°39'56"E 71.333', thence N76°22'00"E 13.690' to a point on the northerly property line of said property, thence S36°31'15"E 21.146', thence S49°23'19"E 15.241', thence S59°54'48"E 46.762', thence S63°34'18"E 82.111', thence S66°25'42"E 100.665', thence S65°19'35"E 29.312', thence S73°38'06"E 45.711', thence S70°54'42"E 46.468', thence S84°55'58"E 43.197' to a point on the easterly property boundary of said property, thence S00°17'22"W 44.857' to the point of beginning.
Area contains 0.26 acres.

; and

WHEREAS, the City is the owner of the real property shown in Exhibit A hereto in green Alpine City Utah ("Parcel 2") more particularly described as follows:

Commencing at a point being located North 1340.435 feet and West 194.496 feet from the East quarter of Section 25, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence N88°45'35"W 56.046' to a point on the westerly property boundary of Alpine City property (serial number being 525780030 as recorded and on record at the Utah County Recorder's Office, see also Record of Survey Entry #06-357); thence N00°12'22"W 217.660' along said property line to found rebar and cap from said survey marked LS 317443; thence N72°14'00"E 13.440' along said property boundary to an existing fence; thence along said fence the following three distances, S24°33'08"E 25.883', S38°06'07"E 21.487', S57°56'15"E 26.650'; thence S00°52'43"W 168.394' to the point of beginning.
Area contains 0.26 acres.

; and

WHEREAS, Hutchinsons and the City wish to exchange their properties under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINITIONS.** Parcel 1 and Parcel 2 are sometimes individually referred to hereinafter as the "Exchange Property" or collectively as the "Exchange Properties"

A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

2. THE EXCHANGE TERMS. The City and Hutchinsons acknowledge that Parcel 1 and Parcel 2 are of like kind and equal value. Pursuant to this acknowledgement, Hutchinsons will convey Parcel 1 to the City and the City will convey Parcel 2 to Hutchinsons at Closing. At Closing, Grantor Party will execute and deliver a statutory quitclaim deed conveying marketable title to the Exchange Property to Grantee Party. Hutchinsons shall convey Parcel 1 to the City together with any easements or restrictions of record which do not interfere or prevent the City from utilizing it, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed. The City shall convey Parcel 2 to Hutchinsons together with any easements or restrictions of record, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed.

3. DEDICATIONS AND EASEMENTS. After the date of this Agreement, but prior to Closing, Grantor Party shall not dedicate, gift, transfer, mortgage or convey any interest in Grantor Party's Exchange Property without written consent from Grantee Party, which may be withheld for any reason.

4. ADDITIONAL COVENANTS BY THE CITY. The City agrees that as a condition of this exchange that Hutchinsons shall retain all right to the trees within Parcel 1 that are outside of the necessary future curb, gutter, and street right of way; that the City will not remove any trees for the installation of the sidewalk without Hutchinson's prior approval; when the City decides to expand Canyon Crest Road, the City agrees to provide a six foot masonry wall as a sound barrier in exchange for trees that need to be removed for the road widening.; and that while Hutchinsons will continue to maintain the landscaping of Parcel 1 (mowing, weeding, etc.), the City will maintain the sidewalk it installs with no obligation of participation from the Hutchinsons.

5. TITLE INSURANCE. Neither party shall furnish the other with title insurance for the Exchange Property. If either party wish to obtain title insurance for the property that party shall receive it may do so at its own cost and expense.

6. TAXES. Real estate taxes as applicable on the Exchange Property prior to the date of Closing shall be paid by Grantor Party. Real estate taxes as applicable on the Exchange Property after the date of Closing shall be paid by Grantee Party. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as applicable and as determined by law.

7. CLOSING. Closing shall occur within sixty (60) days from the date this Agreement is approved by the Alpine City Council.

8. RISK OF LOSS. Risk of loss or damage to the Exchange Property shall rest with Grantor Party until the time of delivery of possession.

9. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

10. CONDITION OF EXCHANGE PROPERTY. Grantor Party acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this

Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement and in the statutory quitclaim deed.

11. DEFAULT. In the event either party fails to comply with any of the material terms hereof then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

12. ASSIGNMENT. This Agreement will not be assignable by either of the parties.

13. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14. FURTHER ASSURANCES APPROVAL OF CITY COUNCIL. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The Hutchinsons and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and efficient development sites for both Hutchinsons and the City. Notwithstanding these assurances, the ability of the parties to effectuate this Agreement is subject to the approval of the Alpine City Council.

15. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

16. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

17. NON-MERGER. All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

19. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the office at the address stated below.

For Hutchinsons:
194 E. Paradise Lane
Alpine City, Utah 84004

For the City:
Alpine City
Atten: City Administrator
20 North Main Street
Alpine City, Utah 84004

20. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

21. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Utah.

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

[SIGNATURE BLOCK ON FOLLOWING PAGES]

In witness whereof, we have hereunto set our hands this _____ day of _____
2015.

Alpine City

By its Mayor

Attest: City Recorder

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the _____ day of _____, 2015
personally appeared before me Don Watkins, and Charmayne Warnock who, being duly sworn, did
say that they are the Mayor and City Recorder, respectively, of Alpine City, and that the foregoing
instrument was signed on behalf of same.

Notary Public

In witness whereof, we have hereunto set our hands this 1 day of Oct. 2015.

Harvey L. Hutchinson
Harvey E. Hutchinson

Varo C. Hutchinson
Varo C. Hutchinson

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the 1st day of October, 2015, personally appeared before me Harvey L. Hutchinson and Varo C. Hutchinson, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Charmayne G. Warnock
NOTARY PUBLIC



ALPINE CITY COUNCIL AGENDA

SUBJECT: Dry Creek Trail Improvements

FOR CONSIDERATION ON: 13 October 2015

PETITIONER: City Council

ACTION REQUESTED BY PETITIONER: Begin Trail Improvements

APPLICABLE STATUTE OR ORDINANCE: Section 3.17 (Trails)

BACKGROUND INFORMATION:

The trail in the center of town that runs along Dry Creek has been looked and discussed over the past several months. It is proposed that this trail be addressed and improved in a way to accommodate more types of activities. If the current dirt trail would be improved to an 8 foot wide hard-surface trail, it would not just attract more types of recreational uses but it could be a great area for community events. Lighting should be considered to make it a safe place for users at all hours. More exposure and use of the trails would make it a safer route for kids that use it to get to and from Westfield Elementary and Timberline Middle school. These improvements would also enhance the center of Alpine City and promote pedestrian access to the heart of the business/commercial zone.

Improvements to the trail would probably be done in several phases. The City can maximize the efforts of service projects to prepare the trail for a hard surface and improve the trail when financial resources are available. Attached is a conceptual master plan of the trails in the area and a proposed first phase.

STAFF RECOMMENDATION:

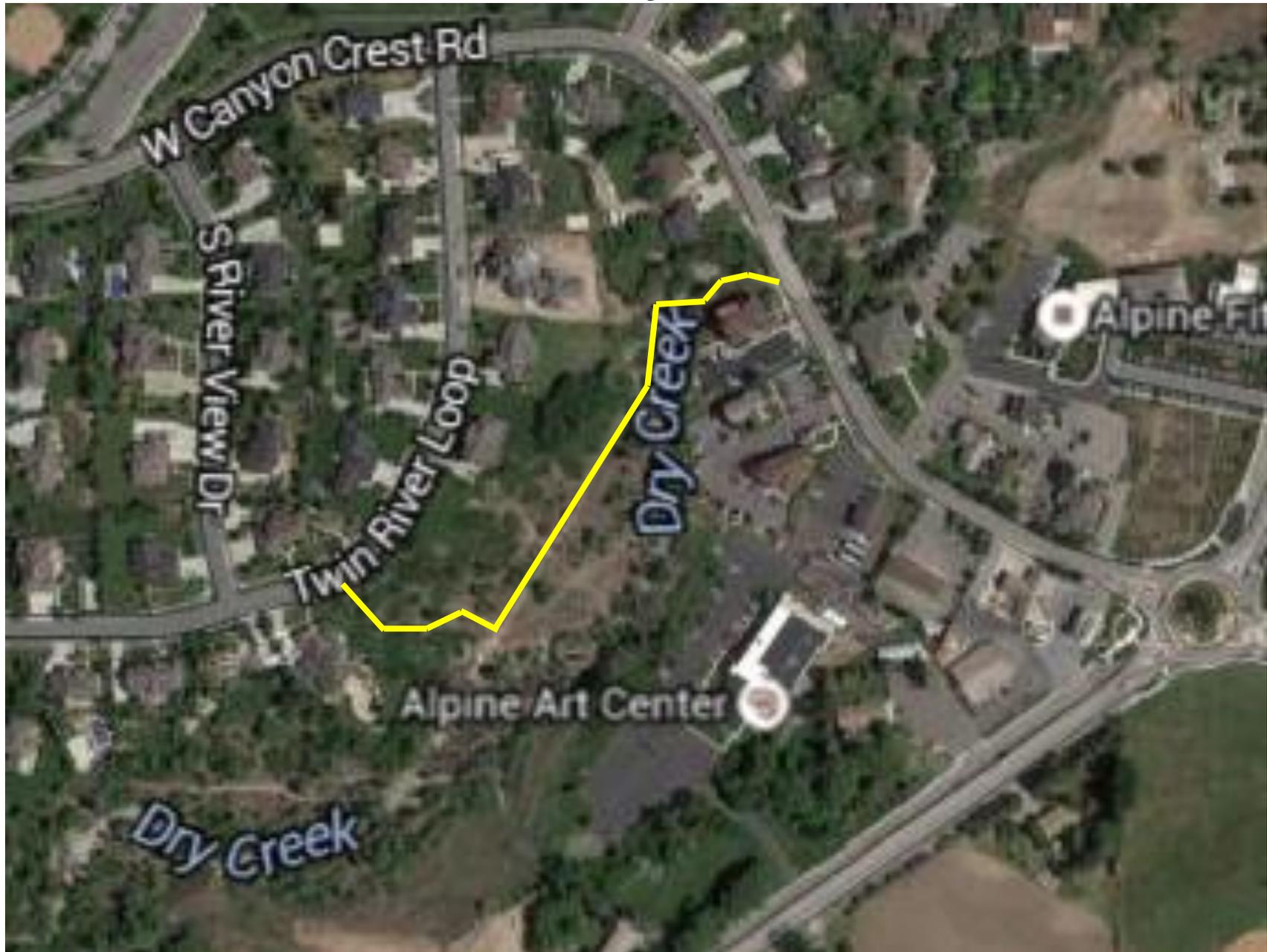
That the Planning Commission discuss the proposed trail improvements and make any necessary recommendations to the City Council.

PLANNING COMMISSION RECOMMENDATION:

Bryce Higbee moved to recommend approval of the Dry Creek Trail improvements as proposed in this conceptual Master Plan. He asked that Jason Bond move forward on phase one of the Dry Creek Trail and work with Questar. He asked that the Trails Committee be appointed to come up with a detailed, step by step, phased plan for the trail system.

David Fotheringham seconded the motion. The motion was unanimous with 4 Ayes and 0 Nays. Bryce Higbee, David Fotheringham, Steve Cospers and Judi Pickell all voted Aye.

Phase 1 – Dry Creek Trail





ALPINE CITY CENTER TRAIL MASTERPLAN (DRAFT)



Data SIO, NOAA, U.S. Navy, NGA, GEBCO



40°26'56.47" N 111°46'42.62" W

Jun 5, 2013

Eye alt 2.40 km