



Amended
ALPINE CITY COUNCIL PUBLIC HEARING & MEETING AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a public hearing and meeting on **Tuesday, May 12, 2015 at 7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

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 April 28, 2015**
- B. Bond Release - Heritage Hills, Plat C - \$122,730.65**

IV. REPORTS AND PRESENTATIONS

V. ACTION/DISCUSSION ITEMS

- A. Beck Property Zone Change Request – 621 Westfield Road – Dana and Annalisa Beck:** A proposed zone change will be presented. The property is proposed to be changed from the CR-40,000 (1 acre) zone to the TR-10,000 (1/4 acre) zone.
- B. Oberee Annexation:** The Council will discuss the potential terms for the proposed annexation of the Oberee area at the northeast corner of the City.

PUBLIC HEARING: Tentative Budget FY 2015-2016

- C. Tentative Budget Acceptance/Personnel Proposal:** The Tentative Fiscal Year 2015-2016 Budget will be presented and accepted and a decision made on the proposed personnel request.
- D. Inspection Services Contract Recommendation:** The Council will approve the entity to be contracted with to provide inspection services for the City.
- E. Outside Audit Contract Recommendation:** The Council will approve the entity to be contracted with to provide outside audit services to the City.

VI. STAFF REPORTS

VII. COUNCIL COMMUNICATION

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
May 8, 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 posted at 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 N. Main, Alpine, UT
April 28, 2015

I. CALL MEETING TO ORDER: The meeting was called to order at 7:00 pm by Mayor Don Watkins.

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

Mayor Don Watkins

Council Members: Lon Lott, Roger Bennett, Will Jones, Kimberly Bryant

Troy Stout not present.

Staff: Rich Nelson, Charmayne Warnock, David Church, Jason Bond

Others: Ashley Tracy, Brook James, Jane Griener, Zach Spaulding, Alan Gilman, Ginnie Rainsdon, Chris Baliff, Jacob Rainsdon

B. Prayer: Will Jones

C. Pledge of Allegiance: Zach Spaulding

II. PUBLIC COMMENT: Zach Spaulding reported on his Eagle Scout project. He said Marla Fox had recommended he sand and paint the picnic tables and benches in the park across the street. He would be doing it on Saturday morning.

Dawson Ferguson reported that for his Eagle project he would be planting trees by cell towers on Shepherds Hill. He would also need to put in irrigation for the trees. He planned to do it within the next few week. Five trees were being donated by his grandfather, Alan Gilman. It was recommended that he work with Councilman Lon Lott on the project. Councilman Lott said he would help him in the placement of the trees.

III. REPORTS AND PRESENTATIONS: Mayor Watkins welcomed the members of the Alpine Youth Council.

A. Report from the Youth Council. Ashley Tracey and Brook James were co-mayors for the Alpine Youth Council. They introduced the members of the Youth Council who were present and their advisors, Ginnie Rainsdon and Chris Bailiff. They thanked the City for their support and reported on some of the things they done in the past year.

Some of the service projects the Youth Council had done were: Put up flags in the cemetery on the Veterans' graves (215 graves) four times a year; put up flags on Main Street nine times, help with Alpine Days by running the water games, Coke trailer, and wherever else they were needed; on Easter they held an Easter Egg Hunt; they helped with productions done by the Alpine Community Theater and at their Ice Cream Social. Twice a year they went to the River Meadows Assisted Living Center and held a Harvest Ball and a Valentine Day activity. Recently they had conducted a food drive and collected 2,369 pounds of food. They also went to Salt Lake City and made peanut butter sandwiches to feed the homeless. They made Halloween treat bags and an Angel Tree. They toured the Utah Capitol Building and sat in on a legislative session. They went to retreats at Camp Williams and Heber Valley. They attended leadership training at Utah State University and won 1st place for their display. At the conference, Jacob Rainsdon won a \$5,000 scholarship from the Pay It Forward Foundation for an essay that he wrote.

Kimberly Bryant was the City Council advisor to the Youth Council. She said these young people really were the cream of the crop. They were so willing to help wherever they were needed. They were there early in the morning and late at night. She congratulated the group that was leaving and the new group coming in, especially the mayors who had so much responsibility. She gave them a token of appreciation.

IV. CONSENT CALENDAR

A. Approve the minutes of April 14, 2015

1 **MOTION:** Will Jones moved to approve the Consent Calendar with the minutes of April 14, 2015 as corrected.
2 Lon Lott seconded. Ayes: 4 Nays: 0. Will Jones, Roger Bennett, Kimberly, Bryant, Lon Lott voted aye. Motion
3 passed.

4 5 **V. ACTION AND DISCUSSION ITEMS**

6
7 **A. Budget/Personnel Proposal:** This item was postponed.

8
9 **B. Food Trucks in Alpine:** The City Council considered a proposal to allow food trucks in Alpine, and
10 discussed how they should be regulated. Rich Nelson introduced Clayton Johnson who owned Pyromanic Pizza, a
11 food truck.

12
13 Will Jones said there were four critical issues they needed to consider in relation to food trucks: 1) location, 2)
14 safety, 3) location & safety, and 4) food safety. Across the street in Legacy Park would be a good location but he
15 was concerned that kids would be running across the street. The park had a restroom and was visible from the road.

16
17 Clayton Johnson said the park would be a good location. The trucks would be parked legally along the street and the
18 service windows would be open to park. They would not impede traffic. He said the trucks were generally there for
19 lunch from 11 am to 2 pm in commercial areas and other areas for dinner from 5 pm to 9:30 pm. Alpine would not
20 be a good location for a lunch truck because there wasn't much of a commercial area, but he would like to have a
21 truck in Alpine one night a week, every week for a year. He said it was important that the schedule be predictable so
22 people could plan to show up. Often they tried to make the food trucks a community opportunity with games and
23 music and food. He said he worked with people who provided music such as swing bands, reggae bands, that would
24 play for food. People usually showed up in the spring, summer and fall. In the winter they could order online and
25 pick it up.

26
27 Mr. Johnson said the two locations where he would consider setting up were in Legacy Park by City Hall and
28 Creekside Park. The advantage of Creekside Park was the parking lot. The problem was that people wouldn't know
29 they were there. He said there would be about four trucks that provide different types of food. It was suggested that
30 they close down the street between the park and City Hall.

31
32 Mayor Watkins asked the Council if they were unified in supporting food trucks in Alpine. Will Jones and Kimberly
33 Bryant said he were in favor of them. Roger Bennett said he had a conflict of interest because the parking could
34 impact his home since lived across the street from the park. Lon Lott said he felt it could be a good thing for Alpine
35 but they needed to be flexible in changing locations if it became a problem.

36
37 Regarding regulating the food truck, Rich Nelson said they would need to get a license from Alpine City. If they
38 already had one with another city, they could stamp it and pay for the license in Alpine.

39
40 Rich Nelson said he would like to turn the management of the food trucks over to Clayton Johnson, much as they
41 turned the sports events over to the sports organizations. The organizations were allowed to use the City parks but
42 the City didn't manage them.

43
44 Clayton Johnson said he would do the scheduling and make sure the park was clean when they left. They would be
45 careful about the food trucks they invited and make sure they were very clean and took care of their garbage. It
46 didn't benefit anyone to have the Health Department show up. He didn't want to be associated with sloppy food
47 trucks because it reflected badly on the industry and the community. People wouldn't want to eat in a place that
48 wasn't as clean as a brick and mortar store.

49
50 Regarding fees, he said licensing fees ranged from \$50 to \$450 depending on the city. He preferred a flat fee rather
51 than a per employee fee.

52
53 Will Jones recommended they charge a fee of \$100. He asked how sales tax was handled.

54
55 Clayton Johnson said some place ignored it. He said he used his regular location and paid sale tax for any event in a
56 secondary location.

1
2 David Church said sale tax collected in Alpine would be counted as a transient business.
3

4 The Council briefly discussed music. They didn't want to disturb neighboring residents. It was suggested they
5 contact the neighbors and let them know they were trying it as an experiment. The latest the music would play
6 would be 9:30 pm.
7

8 Mr. Johnson said the two nights he had available were Monday and Wednesday. Rich Nelson left it up to him to
9 decide which night would work best.
10

11 Since Alpine City had no ordinance on food trucks, Rich Nelson suggested that they be regulated by Administrative
12 Policy until the ordinance was written and adopted. He expected they would have an ordinance in two weeks for the
13 Council to vote on.
14

15 **MOTION:** Kimberly Bryant moved to approve food trucks in Alpine to be regulated by Administrative Policy
16 while an ordinance was being prepared. Will Jones seconded. Ayes: 4 Nays: 0. Kimberly Bryant, Lon Lott, Roger
17 Bennett, Will Jones voted aye. Motion passed.
18

19 **VI. EXECUTIVE SESSION**

20

21 **MOTION:** Lon Lott moved to go to Executive Session for the purpose of discussing litigation and property
22 acquisition. Will Jones seconded. Ayes: 3 Nays: 0. Lon Lott, Roger Bennett, Will Jones voted aye. Motion passed.
23 Kimberly Bryant was not present at the time of the motion.
24

25 The City Council went into closed session at 7:47 pm.
26

27 The City Council returned to open meeting at 8:50 pm.
28

29 Kimberly Bryant left the meeting.
30

31 **VII. STAFF REPORTS**

32

33 Charmayne Warnock said she had been contacted by a local artist, Mary Ann Judd Johnson, who had done a series
34 of paintings of historical homes and sites in Alpine. Mrs. Johnson had done similar paintings for several other cities
35 including American Fork, Lehi, Pleasant Grove and Cedar Fort. The cities did not actually purchase the paintings.
36 Donors purchased the paintings on behalf of the city, which were then displayed as a collection in the city hall or a
37 museum. The Eccles Foundation had provided 15% of the cost of the paintings for the other cities; Mrs. Johnson
38 expected the Foundation would donate for the paintings of Alpine, and she knew other possible donors, as well.
39 there were 40 painting for a cost of \$40,000. Charmayne Warnock asked the Council if they would like to display
40 the paintings in Alpine City Hall, which was also an historical building. There was no obligation. The Council
41 viewed some of the paintings and discussed how they could publicize the exhibit and advertise for donations. David
42 Church raised the issue of liability if a painting was damaged or lost while they were on exhibit in City Hall. They
43 would need to maintain an inventory of the paintings. The Council indicated they were interested in displaying the
44 paintings but they would wanted to address the possible liability.
45

46 **VIII. COUNCIL COMMUNICATION**

47

48 Will Jones said he had driven around Alpine and counted the number of unlicensed trailers parked on the roadways.
49 There were eight trailers on Saturday but four of them were gone. He wanted to see how much of an issue it was
50 before they adopted an ordinance.
51

52 **MOTION:** Will Jones moved to adjourn. Lon Lott seconded. Ayes: 3 Nays: 0. Motion passed. Will Jones, Roger
53 Bennett, Lon Lott voted aye. Kimberly Bryant had left the meeting earlier.
54

55 The meeting was adjourned at 9:00 pm.

ALPINE CITY
ESCROW BOND RELEASE FORM
 Release No. 2

BOND HOLDER

Thru Period Ending: May 8, 2015

Heritage Hills Plat C
 Location: *Heritage Hills Boulevard*
 Original Bond

Description	Quantity	Units	Unit Price	120% Unit Cost	Total Cost	% Completed This	% Completed	Total
						Period**	To Date**	
SWPPP Installation and Maintenance	1	L.S. @	\$ 6,775.00	\$ 8,130.00	\$ 8,130.00	8.0%	68.0%	\$ 5,528.40
Clearing and Grubbing	1	L.S. @	\$ 9,350.00	\$ 11,220.00	\$ 11,220.00	0.0%	80.0%	\$ 8,976.00
Rough Grading	1	L.S. @	\$ 284,700.00	\$ 341,640.00	\$ 341,640.00	1.65%	53.65%	\$ 183,289.86
Retaining Wall	8.25	SF @	\$ 14,780.00	\$ 17,736.00	\$ 146,322.00	72.300%	48.723%	\$ 71,292.47
8" Sewer Main	745	L.F. @	\$ 21.00	\$ 25.20	\$ 18,774.00	80.0%	80.0%	\$ 15,019.20
8" Sewer Main -HDPE	212	L.F. @	\$ 30.00	\$ 36.00	\$ 7,632.00	80.0%	80.0%	\$ 6,105.60
8" Sewer Main -deep on culdesac	203	L.F. @	\$ 32.00	\$ 38.40	\$ 7,795.20	80.0%	80.0%	\$ 6,236.16
Sewer lateral -deep on culdesac	5	Each @	\$ 1,500.00	\$ 1,800.00	\$ 9,000.00	80.0%	80.0%	\$ 7,200.00
Sewer lateral	6	Each @	\$ 1,000.00	\$ 1,200.00	\$ 7,200.00	80.0%	80.0%	\$ 5,760.00
Sewer manhole 48" standard	8	Each @	\$ 2,900.00	\$ 3,480.00	\$ 27,840.00	80.0%	80.0%	\$ 22,272.00
Sewer manhole 48" -20' deep	1	Each @	\$ 3,950.00	\$ 4,740.00	\$ 4,740.00	80.0%	80.0%	\$ 3,792.00
Sewer bedding, backfill, compaction, & testing	1	Each @	\$ 12,724.00	\$ 15,268.80	\$ 15,268.80	80.0%	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%	80.0%	\$ 9,797.76
8" Sewer Main	182	L.F. @	\$ 21.00	\$ 25.20	\$ 4,586.40	80.0%	80.0%	\$ 3,669.12
Sewer manhole 48" standard	2	Each @	\$ 2,800.00	\$ 3,360.00	\$ 6,720.00	80.0%	80.0%	\$ 5,376.00
Sewer Laterals- 312-316 (5)	1	ls @	\$ 12,000.00	\$ 14,400.00	\$ 14,400.00	80.0%	80.0%	\$ 11,520.00
Sewer bedding, backfill, compaction, & testing	1	ls @	\$ 6,690.00	\$ 8,028.00	\$ 8,028.00	80.0%	80.0%	\$ 6,422.40
Connect to Existing Water Line	1	Each @	\$ 4,125.00	\$ 4,950.00	\$ 4,950.00		0.0%	\$ -
8" DIP Water Line	1900	L.F. @	\$ 31.80	\$ 38.16	\$ 72,504.00		0.0%	\$ -
6" DIP Water Line	30	L.F. @	\$ 25.00	\$ 30.00	\$ 900.00		0.0%	\$ -
Fire Hydrant with Valve	3	Each @	\$ 3,200.00	\$ 3,840.00	\$ 11,520.00		0.0%	\$ -
3/4" Water Lateral	16	Each @	\$ 950.00	\$ 1,140.00	\$ 18,240.00		0.0%	\$ -
Misc-Tees, Valves, Blocks, Lugs, Testing, blow off, etc	1	L.F. @	\$ 16,644.80	\$ 19,973.76	\$ 19,973.76		0.0%	\$ -
Connect to Existing Pressurized Irrigation Line	1	Each @	\$ 4,125.00	\$ 4,950.00	\$ 4,950.00		0.0%	\$ -
6" Pressurized Irrigation Water Line	400	L.F. @	\$ 15.50	\$ 18.60	\$ 7,440.00		0.0%	\$ -
8" Pressurized Irrigation Water Line	1400	L.F. @	\$ 20.00	\$ 24.00	\$ 33,600.00		0.0%	\$ -
Pressurized Irrigation, Valves, Tee's, boxes, blocks, etc	1	L.S. @	\$ 14,877.00	\$ 17,852.40	\$ 17,852.40		0.0%	\$ -
1" Pressurized Irrigation Lateral	16	Each @	\$ 800.00	\$ 960.00	\$ 15,360.00		0.0%	\$ -
Water bedding, backfill, compaction, & testing	1	L.S. @	\$ 9,475.00	\$ 11,370.00	\$ 11,370.00		0.0%	\$ -
15" Storm Drain Pipe	830	L.F. @	\$ 22.63	\$ 27.16	\$ 22,539.48		0.0%	\$ -
12" Storm Drain Pipe	104	L.F. @	\$ 20.88	\$ 25.06	\$ 2,605.82		0.0%	\$ -
5' diameter manholes	5	Each @	\$ 2,400.00	\$ 2,880.00	\$ 14,400.00		0.0%	\$ -
4' diameter manholes	1	Each @	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00		0.0%	\$ -
Bedding Material	500	Each @	\$ 12.00	\$ 12.00	\$ 6,000.00		0.0%	\$ -
Curb Inlet boxes	4	Each @	\$ 2,500.00	\$ 3,000.00	\$ 12,000.00		0.0%	\$ -
Detention basins, Rip Rap, etc.	1	L.S. @	\$ 36,500.00	\$ 43,800.00	\$ 43,800.00		0.0%	\$ -
Misc. storm drain material, flared ends, & etc	1	L.S. @	\$ 1,957.00	\$ 2,348.40	\$ 2,348.40		0.0%	\$ -
24" Curb and Gutter	3,600	L.F. @	\$ 14.75	\$ 17.70	\$ 63,720.00		0.0%	\$ -
5' Sidewalk with 6" Roadbase	2,000	L.F. @	\$ 15.50	\$ 18.60	\$ 37,200.00		0.0%	\$ -
4' Sidewalk with 6" Roadbase	1,100	L.F. @	\$ 18.75	\$ 22.50	\$ 24,750.00		0.0%	\$ -
Curb Inlets	4	Each @	\$ 450.00	\$ 540.00	\$ 2,160.00		0.0%	\$ -
Handi-cap ramps	2	Each @	\$ 875.00	\$ 1,050.00	\$ 2,100.00		0.0%	\$ -
Manhole Collars; adjust to grade	16	Each @	\$ 525.00	\$ 630.00	\$ 10,080.00		0.0%	\$ -
Valve Collars; adjust to grade	10	Each @	\$ 375.00	\$ 450.00	\$ 4,500.00		0.0%	\$ -
12" Subbase	70,000	S.F. @	\$ 0.85	\$ 1.02	\$ 71,400.00		0.0%	\$ -
3" Asphalt, 8" Roadbase	64,600	S.F. @	\$ 2.00	\$ 2.40	\$ 155,040.00		0.0%	\$ -
Clean-up	1	L.S. @	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00		0.0%	\$ -
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		\$ 384,472.01
<i>Release No. 1 (paper release)</i>					\$ 122,730.65			
TOTAL BOND REQUIRED					\$ 1,258,236.82		Previously Released:	\$ 261,741.36
							This Release:	\$ 122,730.65

** 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

Date

Mayor



5/8/2015

Shane L. Sorenson, P.E.

Date

City Engineer, Public Works Director

City Council

Date

(by Charmayne Warnock - City Recorder)

ALPINE CITY COUNCIL AGENDA

SUBJECT: Beck Zone Change Request

FOR CONSIDERATION ON: 12 May 2015

PETITIONER: Dana and Annalisa Beck

ACTION REQUESTED BY PETITIONER: Approve the Zone Change

APPLICABLE STATUTE OR ORDINANCE: Section 3.1.9.2 (Zone Change)

BACKGROUND INFORMATION:

Dana and Annalisa Beck are requesting that the zoning for their property located at 621 Westfield Road be changed from CR-40,000 zone to TR-10,000. The ordinance requires that the Planning Commission make a recommendation to the City Council. The City Council may approve or deny the proposed amendment to the zoning map, either as proposed by the Planning Commission or after making any revision the City Council considers appropriate.

PLANNING COMMISSION RECOMMENDATION:

Judi Pickell moved to recommend to the City Council to deny the request for a zone change for the Beck Property at 621 Westfield Road from CR-40,000 to TR-10,000.

April 21, 2015

Alpine City Planning Commission
Attn: Jason Bond
20 North Main
Alpine, Utah 84004

RECEIVED APR 24 2015

Jason

Thank you for meeting with us during DRC last week.

This is our formal request to change to zoning on our property (see attached legal description) from CR 40,000 to TR 10,000. Consideration should be made for the Walters property to the south, and the Gillman, Vance and Healey property to the north of us based on the owner's wishes and the Cities needs. We make this request for the following reasons:

As you are aware, the high pressure gas line is coming through Alpine. As it is currently designed it goes right through our north field. We have been working with the gas company and an engineer to make the best of this situation and to put a plan in place that works now and in the future. We are having plans drawn up to put the gas line along future lot lines and/or future roads. These designs work with ½, 1/3, or ¼ acre lots, it does not work out with the current zoning of 1 acre lots. We, therefore, are requesting for a change of zoning to TR 10,000 as there is currently no 1/3 acre zone. We feel that this is a great compromise to have the gas line in an accessible area without completely destroying the use of our land.

We also think that it would work better with the overall planning, and feel of the City. We recognize that there is a need for more affordable lots for senior couples and young families in Alpine. We have had two children purchase homes in the last 60 days. Both of them have purchased outside of Alpine because there are no new homes in the \$300,000 - \$400,000 price range. Anything at that price is an older home that would need updating or demolishing. This is by no means low income housing, however it is a nice second home for a young family, or retirement home for a couple.

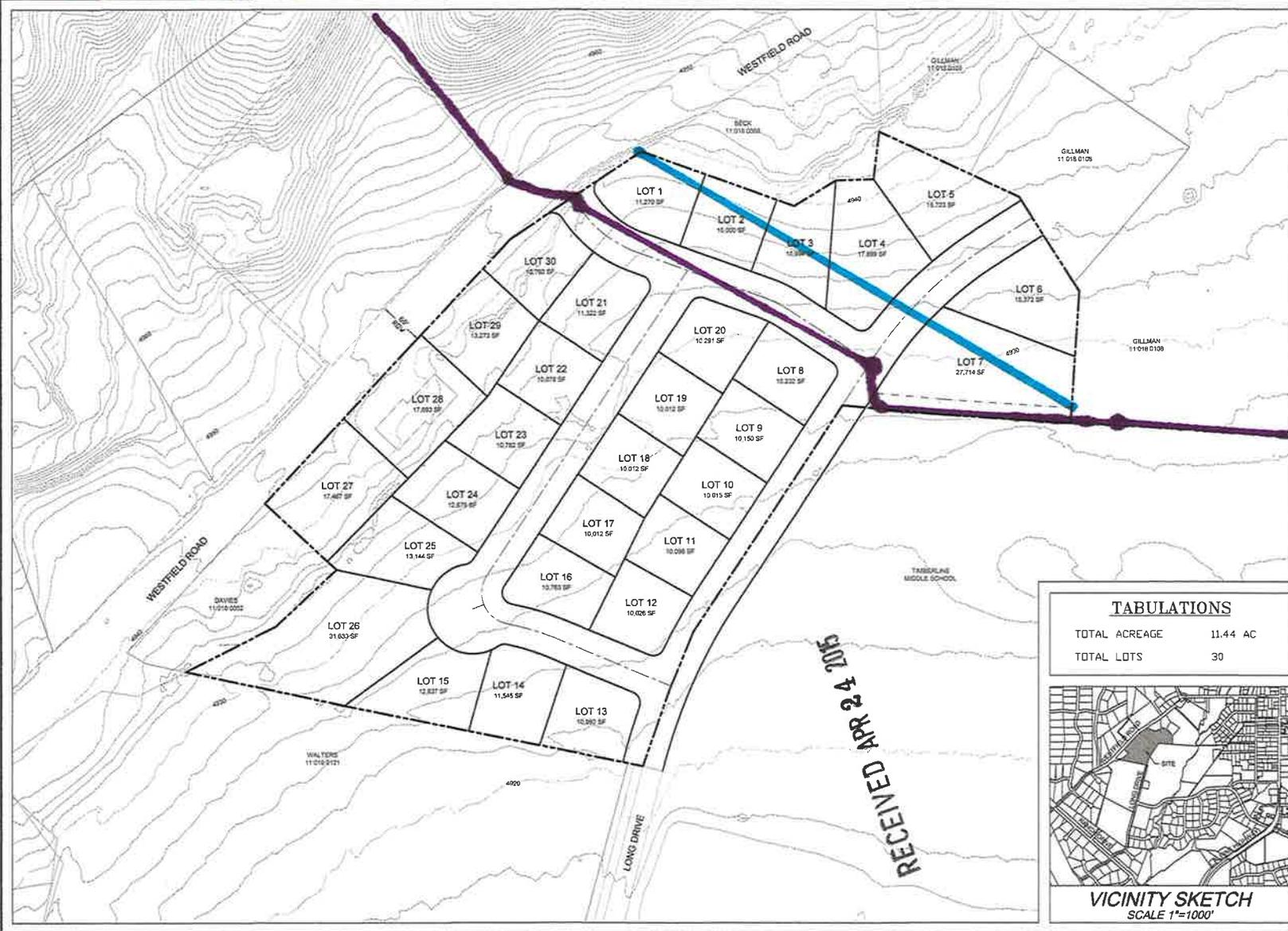
There are also no avalanche, flood or geological hazards (3.1.2.2) in this area that would prohibit the zone change requested. A change to zoning would not put current or future residents at risk from natural hazards.

We thank you and the Planning Commission for your consideration.

Sincerely

Dana and Annalisa Beck

— Proposed gas line
 — Current line

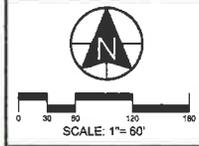


TABULATIONS

TOTAL ACREAGE	11.44 AC
TOTAL LOTS	30



BOUNDARY



berg
 CIVIL ENGINEERING
 11328 S. Midway Blvd. Suite 400
 Highland, UT, 84003
 phone (801) 422-1277
 fax (801) 874-1477

NO.	REV.	DESCRIPTION	DATE
1			
2			
3			
4			
5			

DATE	SCALE
CONCEPT	3/31/15

**BECK
 SUBDIVISION**
 621 WESTFIELD RD.
 ALPINE, UT 84004

**CONCEPT
 PLAN**

SHEET NAME	SHEET NUMBER
CONCEPT	C1



RECEIVED APR 24 2015

PROPERTY INFORMATION

Serial Number: 11:018:0102 Serial Life: 2007...

Property Address:

Mailing Address: 621 WESTFIELD RD ALPINE, UT 84004-1502

Acreage: 10.655146

Last Document: [15683-2010](#)

Legal Description: COM N 89 DEG 48' 18" E 584.58 FT & N 651 FT FR SW COR. SEC. 24, T4S, R1E, SLB&M.; N 63 DEG 11' 36" E 133.26 FT; N 46 DEG 48' 58" E 110.26 FT; N 40 DEG 47' 14" E 113.96 FT; N 48 DEG 53' 58" E 88.84 FT; N 2 DEG 21' 54" E 119.23 FT; N 55 DEG 27' 2" W 57.3 FT; N 42 DEG 58' 0" E 192.5 FT; N 56 DEG 12' 30" E 208 FT; S 70 DEG 12' 0" E 214.25 FT; N 58 DEG 23' 19" E 64.75 FT; N 88 DEG 15' 0" E 50 FT; N 7 DEG 0' 35" E 63.39 FT; S 64 DEG 49' 45" E 203.49 FT; S 32 DEG 30' 45" E 147.36 FT; S 3 DEG 43' 29" W 174.56 FT; N 86 DEG 16' 31" W 188.29 FT; N 84 DEG 39' 14" W 133.88 FT; S 33 DEG 20' 0" W 358.39 FT; S 22 DEG 25' 0" W 83.5 FT; S 19 DEG 22' 0" W 106.27 FT; N 78 DEG 37' 0" W 402.24 FT; N 77 DEG 55' 0" W 214.1 FT TO BEG. AREA 10.655 AC.

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
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2011... [BECK, DANAR](#)
 2007-2010 [SKYLINE PROPERTIES LLC](#)

Additional Information

Main Menu

- [Comments or Concerns on Value/Appraisal - Assessor's Office](#)
- [Documents/Owner/Parcel information - Recorder's Office](#)
- [Address Change for Tax Notice](#)

This page was created on 4/24/2015 8:30:13 AM

ALPINE CITY COUNCIL AGENDA

SUBJECT: Oberee Annexation

FOR CONSIDERATION ON: 12 May 2015

PETITIONER: Paul Kroff

ACTION REQUESTED BY PETITIONER: Annex the Designated Property

APPLICABLE STATUTE OR ORDINANCE: Chapter 5 (Annexation)

PETITION IN COMPLIANCE WITH ORDINANCE: Yes

BACKGROUND INFORMATION:

The City Council has asked that some discussion take place between the land owners/developer and the City to discuss the terms of annexation for the Oberee area. To help facilitate the discussion, staff has asked that 4 main topics be addressed in helping the City make a decision on annexation of this area. The four main topics are:

1. Density – How many lots are you proposing for the subdivision?
2. Roads – How are you accessing the subdivision? Because you are in a sensitive lands overlay, you will need at least two accesses to the site.
3. Utilities – How will water and other utilities be provided?
4. Open Space – Where will open space be and how will it be designated?

At the April 7th meeting, the Planning Commission gave staff some questions and items that they would like clarification on. A report was given to the Planning Commission at the April 21st meeting.

The attached report is meant to supplement the original staff report dated April 17, 2015 titled “Oberee Annexation Report.” That report contains basic information and background regarding the proposed Oberee Annexation. New information will be reported in addendums such as this.

PLANNING COMMISSION RECOMMENDATION:

Judi Pickell moved to recommend to the City Council to accept the Oberee Annexation Petition and limit the density to sixty (60) lots maximum for the Zolman property.

David Fotheringham seconded the motion. The motion was not unanimous but passed with 4 Ayes and 3 Nays. Bryce Higbee, David Fotheringham, Steve Cospers, and Judi Pickell all voted Aye. Jason Thelin, Jane Griener, and Steve Swanson all voted Nay.

Paul Kroff
185 North Pfeifferhorn
Alpine, UT 84004

April 2, 2015

Alpine City
200 North Main
Alpine, UT 84004

RE: Oberee Annexation

To Alpine City Council, Planning Commission, and Staff:

The purpose of this memo is to document the development requests of the applicant of the Oberee Annexation. As was mutually agreed to at the City Council working session on March 24, 2015, in order to both facilitate discussion and move toward a conclusive decision this memo is complete and inclusive of the most material development issues while at the same time leaving specific details for later discussion and analysis. If the City of Alpine feels that a material development issue is not addressed in this memo, it is the applicant's request that this be noted by the City no later than during the planning commission meeting on April 7, 2015.

The applicant's property consists of approximately 126.76 acres (see figure 1 and attachment 1). Already granted to the City of Alpine as Holder is a Conservation Easement Agreement (see attachment 2) covering 68.90 acres. The Conservation Easement laid the groundwork for the easement area to become private open space by preserving the hillsides "worthy of protection". The applicant now seeks to formally convert the easement area to private open space with use consistent with the Conservation Easement Agreement while obtaining underlying residential zoning on the remainder of the property.

Requested Zoning and Density:

- PRD (Planned Residential Development) consistent with article 3.9 of City of Alpine's Development Code. $60 \text{ lots}/126.76 \text{ acres} = 0.47 \text{ units/acre}$.
(see DRAFT site plan attachment 3)
 - CE-5 on the easement area. To become private open space.
 - CR-40 on the remainder. Phase 1 (northern portion of property)- maximum 40 lots, Phase 2 (southern portion of property)- maximum 20 lots. Minimum lot size 20,000.

Water:

- Culinary: As a credit against impact fees, applicant will install any offsite water improvements necessary to service the property.
- Pressurized Irrigation: As a credit against impact fees, applicant will install any offsite line improvements needed to serve the property.

Roads

- Primary point of ingress/egress will be off of Grove Drive at the sharp curve. As a credit against impact fees, applicant will pay for required improvements to the intersection. Possible intersection configurations include a 3 way T intersection, circular round-about, or a more gradual curve with the cooperation of adjacent property owners.
- If requested by the City, and as a credit against impact fees, applicant will pay a pro-rata share of costs for the widening Grove Drive south of the intersection.
- Second point of ingress/egress will be Oak View Lane connecting the property to the Alpine Cove subdivision. This will be an emergency access only and will be improved to whatever standard requested by the County, City, and neighbors.
- Phase 2 point of ingress/egress will be off of Elk Ridge Lane. Applicant will dedicate the required ROW for future road improvements for this access point. Road improvements would be installed if and when Phase 2 is developed.

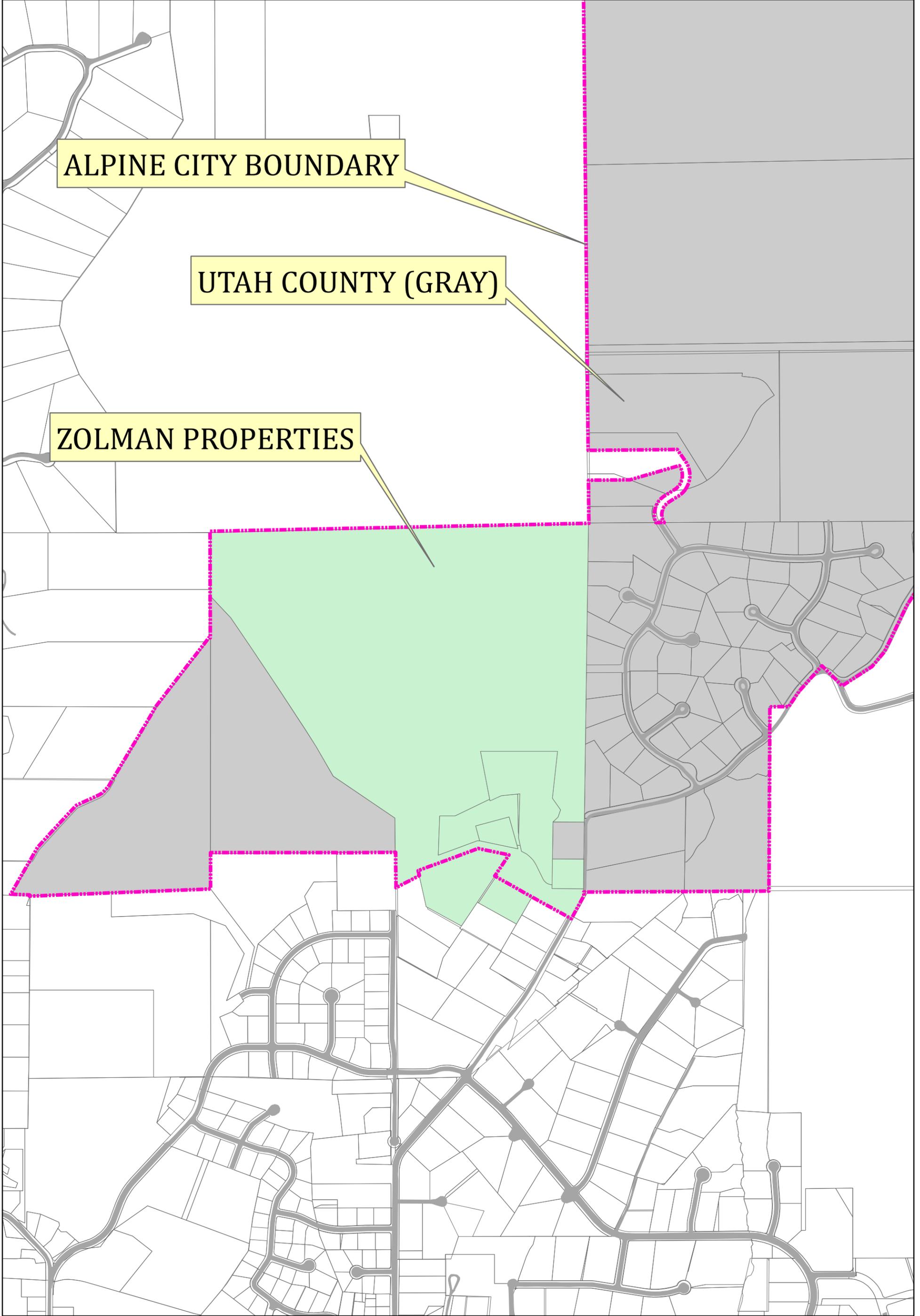
Open Space

- Conservation Easement Area will be dedicated as private open space. A public trail will be dedicated through the non-developed property allowing access to the mountains and connection to northern trails. The open space and trail will a) preserve the hillside and b) allow public access through the property to the mountains.
- Property will at a minimum meet all open space requirements outlined in section 3.9 of the Development Code.

Development of the applicant's property has in the past been proposed, expected, and previously approved by the City. On November 20, 2007 the Alpine City Planning Commission granted preliminary approval for the Alpine Canyon Estates project, with a total unit count of 79 lots (see attachment 4). On May 26, 2009 the Alpine City Council approved the City's Annexation Policy Plan & Map. Exhibit C (see attachment 5) of the adopted plan shows a potential number of 89 lots on the Pack Area (now Oberre), with a CE-5 and CE-40 zoning as we are now requesting. We are seeking development consistent in lot size and at a lower density than was previously approved.

Figure #1

Parcel #	Acres	Current Zoning	Current Jurisdiction
11:045:0229	4.71	CR-40	Alpine City
11:045:0173	1.58	CR-40	Alpine City
11:045:0183	108.77	CE-1	Utah County
11:045:0136	6.67	CE-1	Utah County
11:045:182	2.86	CE-1	Utah County
11:045:0057	1.00	CE-1	Utah County
11:045:0138	1.11	TR-5	Utah County
11:045:0181	0.06	CE-1	Utah County
	126.76		



ALPINE CITY BOUNDARY

UTAH COUNTY (GRAY)

ZOLMAN PROPERTIES

FIGURE 1





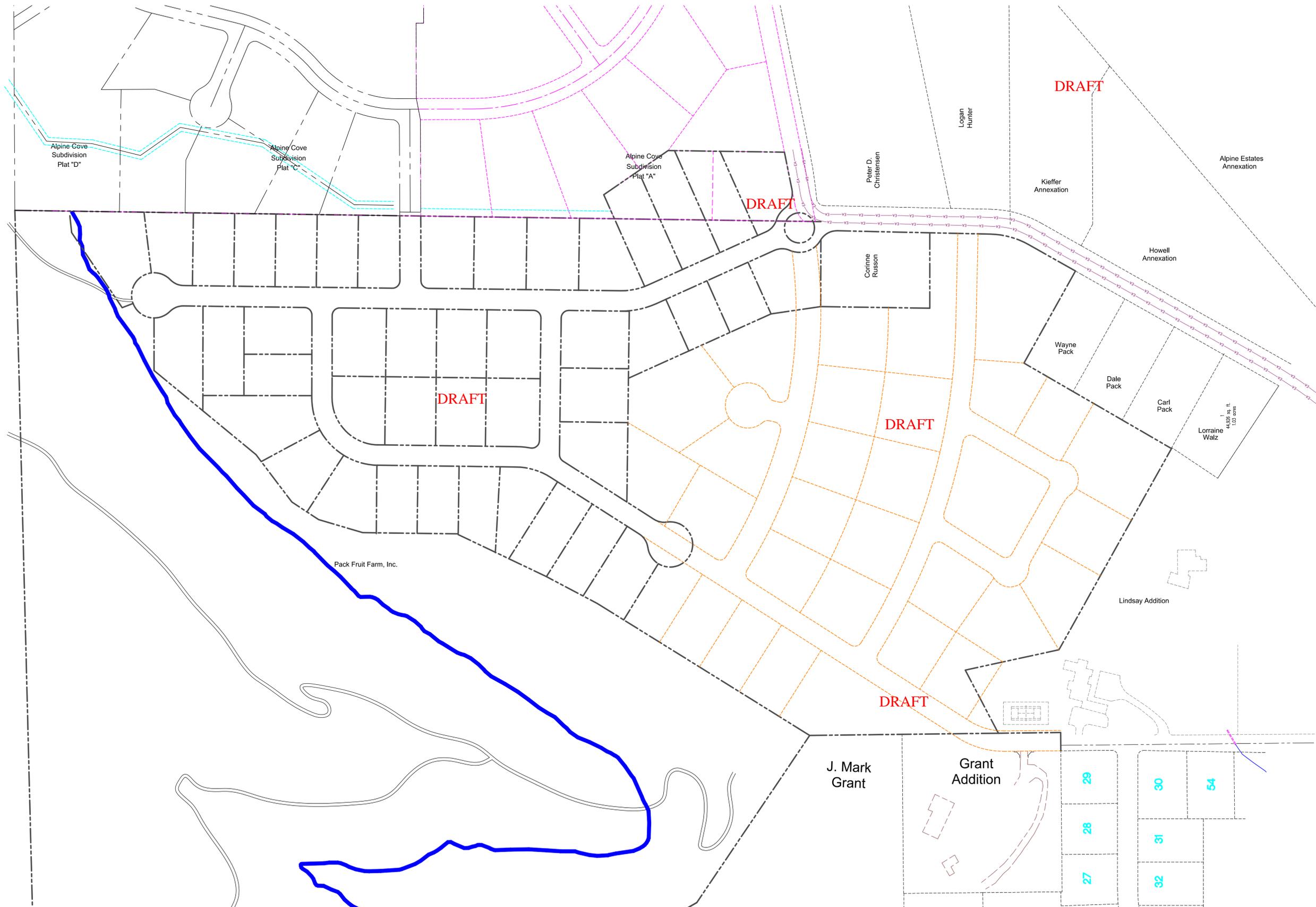
Alpine Canyon Estates

Alpine Utah


DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Alpine Canyon Estates
Concept Plan A
Utah
Alpine City

Fort Canyon
(Borchers)
Annexation



Revisions

Date

Scale
By
Tracing No.

Sheet No.
C

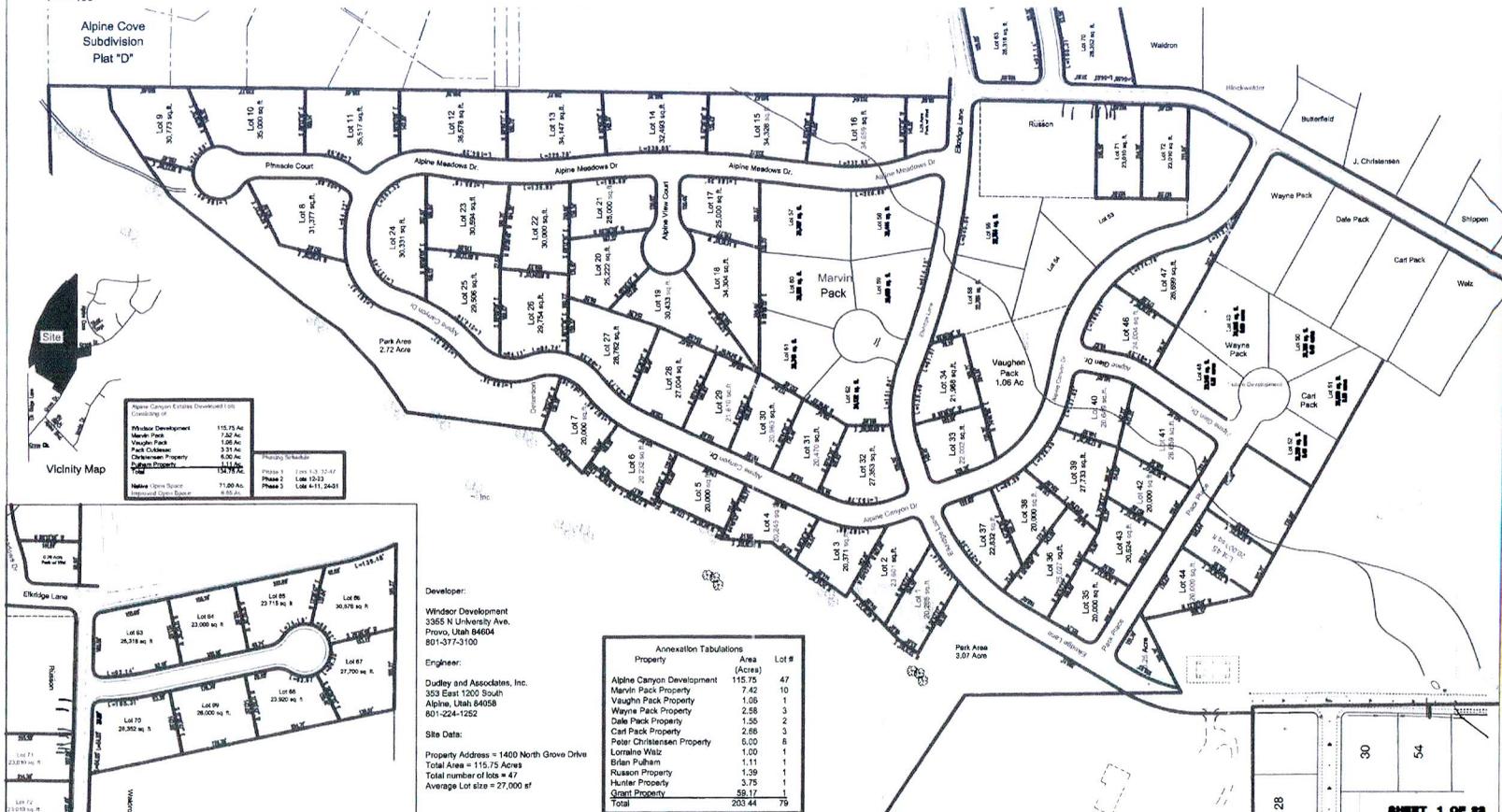
27	28	29
32	31	30
		54



NORTH
1" = 100'

Alpine Cove
Subdivision
Plat "D"

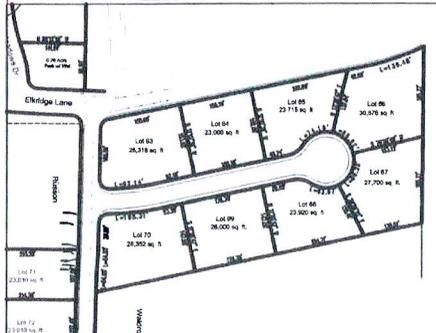
Alpine Canyon Estates



Alpine Canyon Estates Downloaded 1/05
Consisting of:

Windsor Development	115.75 Ac
Marvin Pack	7.52 Ac
Vaughn Pack	1.06 Ac
Wayne Pack	2.58 Ac
Dale Pack Property	1.56 Ac
Carl Pack Property	2.86 Ac
Peter Christensen Property	5.00 Ac
Lorraine Walz	1.00 Ac
Brian Fulham	1.11 Ac
Russion Property	1.39 Ac
Hunter Property	3.75 Ac
Grant Property	58.17 Ac
Total	203.44

Phasing Schedule:
Phase 1: Lots 1-13, 15-17
Phase 2: Lots 13-15
Phase 3: Lots 4-11, 24-31



Developer:
Windsor Development
3355 N University Ave.
Provo, Utah 84604
801-377-3100

Engineer:
Dudley and Associates, Inc.
353 East 1200 South
Alpina, Utah 84058
801-224-1252

Site Data:
Property Address = 1400 North Grove Drive
Total Area = 115.75 Acres
Total number of lots = 47
Average Lot size = 27,000 sq ft

Annexation Tabulations		
Property	Area (Acres)	Lot #
Alpine Canyon Development	115.75	47
Marvin Pack Property	7.52	10
Vaughn Pack Property	1.06	1
Wayne Pack Property	2.58	3
Dale Pack Property	1.56	2
Carl Pack Property	2.86	3
Peter Christensen Property	5.00	6
Lorraine Walz	1.00	1
Brian Fulham	1.11	1
Russion Property	1.39	1
Hunter Property	3.75	1
Grant Property	58.17	1
Total	203.44	79

DUDLEY & ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
OREM, UTAH 801-224-1252

Alpine Canyon Estates
Preliminary Plat

SHEET 1 OF 88
DATE: June 16, 2007
SCALE: 1" = 100'
DRAWN BY: TD
DWG NAME: preliminary
UTAH TRACING NO. L-10891

Exhibit C

MASTER PLAN

In December 1997, the City Council asked the Planning Commission to review the unincorporated area surrounding the City and analyze it in terms of environmental and land use issues as it relates to possible annexations. The environmental and land use issues that were analyzed are included in the Land Use Element of the General Plan and are as follows:

Development in sensitive lands will be limited in order to protect and preserve environmentally and geologically sensitive lands in Alpine. New development shall be prohibited above the elevation of 5350 Mean Sea Level unless it is demonstrated that the development would not adversely impact or be impacted by the following:

- a. Fault and earthquake hazards
- b. Subsurface rock and soil types
- c. Slope of the land
- d. Groundwater recharge areas and local groundwater conditions
- e. Flood hazards and erosion types
- f. Viewscapes
- g. Flood Planes
- h. Elevation
- i. Cost of City Services
- j. Wildlife habitat
- k. Water quality

The Planning Commission analyzed each area in accordance with the criteria outlined in the Land Use Element of the General Plan adopted at that time. The Planning Commission divided the project into study areas as follows:

NOTE: The estimated number of lots shown in the study is an example of how many lots could possibly be developed under the proposed land use. It does not imply a commitment to a certain number of lots. The actual number of lots allowed will be determined by the ordinances in effect at the time of annexation and development. It will also depend on the terms of the annexation agreement. This plan does not grant nor guarantee any number of lots.

STUDY AREA**COMMENTS****MELBY-3.53 ACRES**

Located North of the City

a.	Fault & Earthquake Hazards	High – possible fault in area TBD
b.	Surface Rock & soil types	High – possible issues (TBD)
c.	Slope of land	Shane will run slope analysis.
d.	Groundwater recharge areas & local groundwater conditions	High - recharge Medium - groundwater conditions
e.	Flood hazards & erosion hazards	Low-floods Medium-erosion
f.	Viewscapes	High
g.	Flood plains	Low
h.	Elevation	High 3.53 acres above 5350
i.	Water quality	High
j.	Cost of City Services	
k.	Wildlife Habitat	High
l.	Sensitive Lands	High - 3.53 acres in sensitive lands
m.	Urban / Wildlands Interface	High

All items shall be verified and/or determined by study prior to final approval of any development plan.

Land Use:

a.	Current County zoning	CE-1
b.	Land Use Plan Designation	CE-5
c.	Proposed land use	Open space
d.	Potential number of lots	0

SOUTH OF BOX ELDER- 41.0 ACRES

Located in the northeast area of the City

a.	Fault & Earthquake Hazards	High – 1 fault through the area
b.	Surface Rock & soil types	Medium
c.	Slope of land	Moderate 0.58 acres above 25%.
c.	Groundwater recharge areas & local groundwater conditions	High- recharge Low- groundwater conditions
n.	Flood hazards & erosion hazards	Low-floods Medium-erosion
o.	Viewscapes	High
p.	Flood plains	Low
q.	Elevation	High 30.47 acres above 5350
r.	Water quality	High
s.	Cost of City Services	Medium
t.	Wildlife Habitat	High
u.	Sensitive Lands	High 41.0 acres in sensitive lands
v.	Urban/ wildlands Interface	High

Land Use:

a.	Current County zoning	TR-5
b.	Land Use Plan Designation	Proposed park
c.	Proposed land use	Park
d.	Potential number of lots	0

BENNETT/FITZGERALD AREA – 52.03 ACRES

Located on the east side of the City

- | | | |
|----|--|---|
| a. | Fault & Earthquake Hazards | Moderate - 2 faults on eastside of property |
| b. | Subsurface rock and soil types | Moderate |
| c. | Slope of land | Moderate 6.8 acres above 25% |
| d. | Groundwater recharge area & local groundwater conditions | High - recharge
Low - groundwater |
| e. | Flood hazards and erosion hazards | Low - flood hazards
High - erosion hazards |
| f. | Viewscapes | High |
| g. | Flood plains | Low |
| h. | Elevation | 1.70 acres above 5350 |
| i. | Cost of city services | High |
| j. | Wildlife habitat | High |
| k. | Water quality | High |
| l. | Sensitive lands | High – 34.59 acres in sensitive lands |
| m. | Urban Wildland Interface | High |

Land Use:

- | | | |
|----|---------------------------|-------------|
| a. | Current county zoning | TR-5 & CE-1 |
| b. | Land Use Plan designation | CR-40 |
| c. | Potential number of lots | 60* |

GRANT PROPERTY - 59.17 ACRES

Located North of the City

- | | | |
|----|---|-------------------------------------|
| a. | Fault & Earthquake hazards | Low– no faults |
| b. | Subsurface rock & soil types | Medium |
| c. | Slope of land | High 47.46 acres above 25% |
| d. | Groundwater recharge areas & local groundwater conditions | Medium |
| e. | Flood hazards & erosion hazards | Medium |
| f. | Viewscapes | High |
| g. | Flood planes | Low |
| h. | Elevation | High- 46.12 acres above 5350 |
| i. | Cost of City Services | Medium |
| j. | Wildlife habitat | High |
| k. | Water quality | High |
| l. | Sensitive lands | High- 59.0 acres in sensitive lands |
| m. | Urban Wildlands Interface | High |

Land Use:

- | | | |
|----|-----------------------------|---------------------|
| a. | Current county zoning | CE-1 |
| b. | Land Use Plan designation | CE-5 & CR-40 & Park |
| c. | Proposed Land Use | CR-40 & CE-5 |
| d. | Potential of number of lots | 6* |

PACK AREA – 143.61 ACRES

Located North of the City

- a. Fault & Earthquake hazards Low– no faults
- b. Subsurface rock & soil types Medium
- c. Slope of land High 72.31 acres above 25%
- d. Groundwater recharge areas & local groundwater conditions Medium
- e. Flood hazards & erosion hazards Medium
- f. Viewscapes High
- g. Flood planes Low
- h. Elevation High- 54.44 acres above 5350
- i. Cost of City Services Medium
- j. Wildlife habitat High
- k. Water quality High
- l. Sensitive lands High- 87.45 acres in sensitive lands
- m. Urban Wildlands Interface High

Land Use:

- a. Current county zoning CE-1
- b. Land Use Plan designation CE-5 & CR-40 & Park
- c. Proposed Land Use CR-40 & CE-5
- d. Potential number of lots 89*

Total acres in Annexation Study 299.34 acres

***Estimated # of lots is based on the slope analysis base density plus full density bonus. Hazards and sensitive lands were not taken into account which could result in fewer lots.**

ALPINE CITY ANNEXATION MASTER PLAN SUMMARY

ALPINE CITY ANNEXATION MASTER PLAN SUMMARY					
AREA	ACRES	LOTS (SLO)	LOTS (5350)	ADOPTED LAND USE	PROPOSED ZONING
Melby	3.53			Open space	CE-5
South Box Elder	41.00			Park	CE-5
Bennett/Fitzgerald	52.03			Low Density	CR-40,000
Grant	59.17			Very low density & low density with open space & parks	CE-5 & CR-40,000
Pack	143.61			Very low density & low density with open space & parks	CE-5 & CR-40,000
TOTAL	299.34				



Date: April 30, 2015

By: Staff
 Rich Nelson, City Manager
 Jason Bond, City Planner
 Shane Sorensen, P.E., City Engineer
 Jed Muhlestein, P.E., Assistant City Engineer

Subject: Oberee Annexation Report – Addendum 1

Background This report is meant to supplement the original staff report dated April 17, 2015 titled “Oberee Annexation Report.” That report contains basic information and background regarding the proposed Oberee Annexation. New information will be reported in addendums such as this.

Pressurized Irrigation Something to consider for both pressurized irrigation and culinary water is the fact that this area was taken into consideration when the master plans for these services were drafted. Meaning, if the master plans were followed with associated improvements, then the services in the Oberee area would work. See email dated Thursday, April 30, 2015 attached as Appendix A.

The “source of water” issue was discussed for the high zone in the previous report. Outdoor source requirements for the area have been calculated and are shown in Table 1.

TABLE 1 – OUTDOOR SOURCE REQUIREMENT

	Lots	Proposed Zone	Size of Lot (sf x 1000)	Average Landscaped Area Per Lot (sf x1000)	Total acreage to provide secondary water to (acres)	Open Space (acres)	Water Consumption Requirement (ac-ft)
Non-PRD Development	48	CR-40	40	28	30.9	none	145
PRD	60	CR-40	20	14	19.3	28	222
PRD Easement*	60	CR-40	30	21	28.9	conservation easement	136

The city implemented a “pilot program” for installing meters on the pressurized irrigation system five years ago. Meters were installed on twenty five homes around the city. To calculate the

Water Consumption Requirement as noted in Table 1, data was taken from the five years' worth of data we have collected from these twenty five locations.

The master plan lists two options to remedy the "source of water" issue.

- One - Install three booster pumps that could pump water from the low zone into the high zone.
- Two – Connect to the CUP water line via pumps and lines outside the city.

Both these options are expensive and would serve much more than just the proposed development. The source at Fort Creek is approximately 1000 to 1500 gpm. One pump, pumping at 500 gpm (~ 403 ac-ft per 6 month irrigation season) could provide for the outdoor use of the proposed development no matter what density is settled upon for the development (assuming it is 60 lots or less). If this approach were taken the developer's needs would be taken care of, it could benefit the city, and the city could add on to/finish that project at some future point as needed. If the City Council would consider this option, it is an option staff feels would be more palatable to the developer and would be a win-win situation for both developer and City. At this point specific costs have not been put together but are being worked on and should be available soon.

The following is a summary of where we stand with the pressurized irrigation:

- Staff recommends the developer install a 12-inch irrigation main extending from Grove Drive to Elk Ridge Lane. A cost share approach can be worked out if annexation moves forward.
- Staff recommends the City Council consider the option of the developer providing and installing one booster pump and infrastructure to provide another water source (approximately 500 gpm) to the high zone. Staff will work with Horrocks Engineers to provide a cost estimate.

Culinary Water Staff worked with Horrocks Engineers to model the fire flows for this area with and without system buildout improvements in place. It was discovered that fire flow for this area depends on the Three Falls tank and PRV system as outlined in the culinary master plan. See Appendix A of this report and Appendix C of the original staff report. The developer has options regarding culinary water if annexation moved forward:

- Wait for Three Falls to build their tank and PRV then...
 - o Install the 10-inch main from the 12-inch Box Elder main line to the 90 degree bend in Grove Drive
 - o Install 8-inch mains within the development
 - o Install the 8-inch connection at Elk Ridge Lane. This is a required connection as it provides looping of the system and ensures fire flows
- Develop now, do not wait for Three Falls
 - o Install a 12-inch line from the 12-inch Box Elder main line to the 90 degree bend in Grove Drive
 - o Install 10-inch lines in the northern portion of development
 - o Install the 8-inch looping connection to Elk Ridge Lane

It should be noted that the water model was set for minimum fire flows of 1750 gpm at each hydrant. 1750 gpm provides enough fire protection for a 4,800 square foot home without fire sprinklers. The email mentions a larger pipe option if the developer seeks to have more fire flow, allowing larger homes to be built without the need for fire sprinklers. This can be further discussed if annexation moves forward, the main point here is that culinary water can be supplied but the infrastructure details hinge on the Three Falls system improvements.

It was mentioned in the previous report that the state requirements for source are approximately four times higher than our current use. We do not know if/when state legislature will change that requirement but we have learned there is an option to apply for a reduction in source requirement. Staff would recommend the developer fund the process of applying for a reduction in source OR wait for the legislature to modify the current requirement.

The following is a summary of where we stand with the culinary water:

- Staff recommends the developer install whatever culinary improvements are necessary to supply adequate fire flows to the development based on the option chosen for development, see above options. The specifics of a cost-share can be negotiated if annexation moves forward as some of the improvements do benefit the city.
- Staff recommends the developer make a decision on either waiting for an outcome from state legislature regarding water source requirement or funding the process of applying for a reduction in source requirement.

Sewer, Storm Water, Traffic, Street System, Secondary Access, Geologic Hazards There are no new recommendations for these subjects. A cost estimate for the Grove Drive improvements is being worked on.

The following is a summary of where we stand with these items:

- Staff would recommend the developer improve Grove Drive from Alpine Boulevard to the bend with standard street widths including curb-gutter on both sides and sidewalk on at least one side. The improvements would need to address the safety concerns at the bend. Street impact fees of the development could be credited towards the Grove Drive improvements.
- Staff would recommend that if annexation moves forward, the Developer provide a detailed traffic study. If it is found that the LOS will drop to anything less than a LOS A, we recommend that the traffic study provide recommendations for road improvements to accommodate the change.
- If annexation moves forward, staff would require the developer to obtain and submit a Geologic Hazards Report for the property. Of particular concern is the areas where mass grading and filling of an existing ravine has occurred.

PRD vs Non-PRD Development, Conservation Easement The details of these subjects can be found in the previous staff report.

- Staff recommends the Planning Commission and City Council consider the size of lots being irrigated when determining what kind of density will be allowed within the development if annexation occurs. See Table 1.

APPENDIX A – HORROCKS EMAIL

Jed Muhlestein

From: John Schiess <JSchiess@horrocks.com>
Sent: Thursday, April 30, 2015 2:39 PM
To: Jed Muhlestein
Subject: Oberee Annexation (Pack Farms) Hydraulic Review

Jed,

As requested I have looked at the Culinary, Pressurized Irrigation, and Sewer models and master plans to see if the proposed development will work. In all three cases the master plans have anticipated that this area will develop and be annexed into Alpine City. In fact the anticipated number of homes that have been modeled in this area is greater than the proposed development. The master plans are adequate for the proposed developments.

The next step I took is to determine what are the minimum improvements necessary to connect to the existing systems and provide the service necessary for each system

For the Culinary system the master planned fire flow service is 1,750 gpm. Just installing the master planned pipe sizes to the area is not enough to ensure fire flow service of 1,750 gpm. This area benefits from the master planned tank and PRV in Fort Canyon. If these were installed in addition to the master planned piping everything would work fine. If this development wishes to proceed prior to Fort Canyon then the following improvements need to be made.

- Install a 12 inch line from the 12 inch tank line near Box Elder along Grove Drive to the proposed development
- Install a 10 inch line from the 12 inch line north to the end of the proposed cul-de-sac.
- Install a 8 inch loop down to Elk Ridge Lane.

If desired to increase the fire flows to 2,750 gpm in the northern most cul-de-sac the first two recommendations could be changed to a 16 inch and 12 inch respectively. This would allow 11,300 sf homes without fire sprinklers.

As far as the pressurized irrigation goes I recommend they install the pipe sizes as shown in the master plan including the loop between Grove Drive and Elk Ridge Lane. The loop between Grove Drive and Elk Ridge fixes both an existing deficiency and serves future growth. It should be funded as noted in Table 12 of the master plan.

They should also participate in a project to get additional source in the High Zone because of limited source capacity prior to July 10 each year. The master plan calls for the Fort Creek Booster Pump expansion to meet this need. It may be possible to construct a limited project now with the full expansion later. Let me know if you would like a cost estimate for the limited project. I see the limited project as replacing one of the existing pumps with a new higher head pump on a VFD with a new discharge line connecting to the High Zone.

There are no improvements necessary to connect to the Sewer system.

If you have any questions please let me know.

Thanks

58
22

E

UPON RECORDING RETURN TO:

Wade R. Budge
SNELL & WILMER L.L.P.
15 West South Temple Street
Suite 1200
Salt Lake City, UT 84101



ENT 113246:2010 PG 1 of 22
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Dec 27 2:05 pm FEE 58.00 BY EO
RECORDED FOR SNELL & WILMER LLP

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

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT ("Grant") is made by CHAPPELL ALPINE FARMS LLC, a Utah limited liability company ("Grantor"), whose address is Attention: Jared Chappell, 1425 North Grove Drive, Alpine, UT 84004, to the ALPINE CITY, a political subdivision of the State of Utah ("Holder"), whose address is 20 North Main, Alpine, Utah 84004.

WHEREAS, Grantor is the sole owner in fee simple of certain real property located in Utah County, consisting of approximately 111.90 acres, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor desires to grant an conservation preservation easement over a portion of the Property, which will be the underlying property consisting of approximately 68.90 acres, more particularly described in Exhibit B attached hereto and incorporated by this reference ("Easement Property"); and

WHEREAS, Grantor, by this Grant, does not encumber the remaining portion of the Property with a conservation preservation easement ("Field Property"), which is more particularly described on the attached Exhibit C; and

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

WHEREAS, Grantor and Holder acknowledge and agree that the restrictions and obligations set forth in this Grant shall apply to the Easement Property but do not apply to the Field Property, which property will continue to be owned and used by Grantor; and

WHEREAS, the Easement Property possesses natural, scenic, public hiking, wildlife habitat and open space values (which are sometimes referred to collectively herein as the "Conservation Values") that are of great importance to the people of Alpine City and Utah County as well as the people of the State of Utah; and



WHEREAS, the specific Conservation Values of the Easement Property are further documented in an inventory of relevant features of the Easement Property incorporated by this reference (“Baseline Documentation”), dated as of June 28, 2010 that consists of reports, maps, photographs, and other documentation that the parties provided, collectively, and agree provides an accurate representation of the Easement Property at the date of this Grant and that is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, Grantor intends that the Conservation Values of the Easement Property be preserved and maintained by the continuation of land use patterns existing at the time of this Grant, which, it is acknowledged, do not significantly impair or interfere with the Conservation Values and which protect and support the biodiversity of the area; and

WHEREAS, the natural, scenic, wildlife habitat and open space values or Conservation Values of the Easement Property are of great importance to Grantor, Holder, and the general public, and are worthy of protection; and

WHEREAS, Grantor intends that these values or Conservation Values be preserved and continued, in a manner consistent with Grantor’s private ownership, use, and quiet enjoyment of the Easement Property; and

WHEREAS, Alpine City has established and operates a public trail system to provide access to open spaces, recreation and travel between parts of the city and the lands surrounding the city;

WHEREAS, Alpine City has established a conservation policy which is identified in its land use ordinances, its General Plan and its Annexation Policy Plan and Alpine City has the resources to promote and carry forward its conservation policies and to protect the Conservation Values described herein; and

WHEREAS, an important part of Alpine City’s conservation policy is found in its General Plan which states:

“The City should also consider annexing lands identified in its Annexation Policy Plan. Annexation of areas along the foothills can assist in preserving and protecting sensitive and critical lands, preserving the natural beauty of the foothills, and encouraging consistent development policy along the foothills.”;

and

WHEREAS, the Easement Property is located within ½ milc of United States National Forest and the Lone Peak Wilderness Area within the Uinta National Forest and is included within the foothills that surround and border Alpine City; and

WHEREAS, the Easement Property has the following characteristics:

(a) the Easement Property and some of the surrounding lands are rural in character and have historically been used for ranching, agricultural, open space, and rural residential and recreational uses; and

(b) the area is one of the most important in the area of Alpine City from the standpoint of open space, scenic beauty and wildlife habitat and Grantor wants these conservation values protected for future generations and for the public surrounding and travelling along roads bordering the Property; and

WHEREAS, Grantor further intends, as owner of the Easement Property, to convey to Holder the right to preserve and protect the Conservation Values of the Easement Property, in perpetuity; and

WHEREAS, Holder is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Holder agrees by accepting this grant forever to honor the intentions of Grantor stated herein, and to preserve and protect the Conservation Values of the Easement Property.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, and pursuant to the Land Conservation Easement Act, Utah Code Ann. §§57-18-1, -7 (the "Act"), Grantor hereby voluntarily grants and conveys to Holder, its successors and assigns, a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as this "Easement") forever and in perpetuity, rights including rights of enforcement hereunder.

Section 1.0. Purpose. The purpose of this Easement is to assure the Easement Property will be retained in its natural, scenic, and open space condition reflected in the Baseline Documentation referenced in this Easement in perpetuity, and to prevent any use of the Easement Property that will significantly impair or interfere with the Conservation Values of the Easement Property. Grantor intends that this Easement will restrict the use of the Easement Property in perpetuity to such activities as are consistent with the Conservation Values of the Easement Property and purposes of this Easement. In so doing, it is the purpose of this Easement to protect the wildlife values found in the Easement Property; allow public access through a hiking trail administered by Holder; promote biodiversity; protect the scenic values associated with the Easement Property's prominent ridge; foster the continuation of responsible ranching, agricultural and recreational practices; and to protect the area for its open space values. This Easement shall not be construed to impose upon Grantor an affirmative obligation to take specific steps to maintain or improve the Easement Property, or to incur any cost or expense to accomplish same.

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

2.1 Development and Construction. Except as provided in Sections 4.1 and 4.3, development and construction of any buildings or structures on the Easement

- Property, including, but not limited to, buildings intended for occupancy for residential purposes is prohibited;
- 2.2 Subdivision. Any division or subdivision of the Easement Property or title to the Easement Property, whether by physical or legal process, is prohibited;
 - 2.3 Timber Harvesting. Timber Harvesting is prohibited. Trees may be cut to control insects and disease, to prevent personal injury and property damage and for firewood for domestic use only. Dead trees maybe harvested at Grantor's discretion for firewood or construction purposes.
 - 2.4 Trash. The dumping or accumulation of any kind of trash or refuse on the Easement Property is strictly prohibited. However, this shall not prevent the storage of agricultural products and by-products on the Easement Property in accordance with all applicable government laws and regulations.
 - 2.5 Feed Lot. The establishment or maintenance of a commercial feed lot is prohibited. For purposes of this Easement, "commercial feed lot" is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this section shall prevent Grantor from seasonally confining Grantor's livestock into an area for feeding or from leasing pasture for the grazing of livestock owned by others, or from grazing Grantor's own livestock on the land consistent with the provisions hereof.
 - 2.6 Mining. The commercial mining or extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method is prohibited.
 - 2.7. Construction of Buildings and Other Structures. The construction of any building or other structure (except for installation of or replacement of fences as allowed in this Grant or installation or construction of stockwells or stockponds consistent with historic livestock grazing practice) is prohibited. Construction and/or operation of cellular towers, radio-telephone repeaters, wind powered electrical generators, television or radio antennas, radio-dispatch facilities, microwave or other wireless communications systems, and structures of any kind are prohibited. Before undertaking any construction that requires advance permission, Grantor shall notify Holder of such request at least 60 days before the onset of such work.
 - 2.8. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property. Grantor's retained rights to use the Easement Property for livestock grazing, pasture, stockwatering and related use, as set forth herein, shall not be deemed a prohibited commercial use.

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

Section 4.0. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Easement Property primarily to the preservation of open space and view corridors, grazing, a hiking and nature trail, wildlife protection and the other uses which are described herein and which are consistent with this Easement's purpose. The following uses and practices by Grantor, though not an exhaustive recital of consistent uses and practices, are permitted under this Easement, and these uses shall not be precluded, prevented, or limited by this Easement:

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

- 4.9 Using ranch and related vehicles upon and across the Easement Property, except as expressly prohibited.

Section 5.0. Reserved Rights. Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights accruing from the ownership of the Easement Property, including the right to engage in or permit, or to invite others to engage in, any uses of the Easement Property that are not expressly prohibited herein and that are not inconsistent with the purposes of this Easement.

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

- 6.1. To take such actions as are reasonably necessary to preserve and protect the Conservation Values of the Easement Property; and
- 6.2. On an annual basis, to enter upon the Easement Property at a mutually agreed upon time which is reasonable to both Grantor and Holder in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry by Holder shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Easement Property; and
- 6.3. In the event when emergency circumstances or prevention of a threatened material breach require, to enter the Easement Property to enforce the terms of this Easement without notice while not unreasonably interfering with Grantor's use and quiet enjoyment of the Easement Property; and
- 6.4. To prevent any activity on or use of the Easement Property that is inconsistent with the purposes of this Easement and to require of the appropriate persons the restoration of such areas or features of the Easement Property that are damaged by any activity or use that is inconsistent with the purposes of this Easement.
- 6.5. To manage and administer the hiking trail described below in Section 7, and to take all necessary steps to prevent trespassing upon the Easement Property by anyone utilizing the hiking trail.

Grantor acknowledges and agrees that the grant of the Easement constitutes a property right, vested in Holder on the date this instrument was executed by all parties (the "Effective Date"), having a fair market value at least equal to the proportionate value that the Easement bears to the fair market value of the Easement Property on the Effective Date.

Section 7.0. Easement Access and Trail Use.

- 7.1 Holder's Access. Holder, and not the general public, shall have reasonable ingress and egress over Grantor's Field Property for the purpose of accessing the Easement Property. Grantor may, in the exercise of its reasonable discretion, designate the location, manner and method of access to the Easement Property over the Field Property. The purpose of this right of access is to allow Holder to obtain access to the Easement Property for purposes of evaluating and administering it in accordance

with the terms of this Grant. With the exception of the right to construct and utilize a hiking trail in strict accordance with section 7.2 below, no right of access by the general public to any portion of the Easement Property is conveyed or created by this Grant of Easement. The access granted by this section 7.1 is not intended to provide access for the hiking trail, which trail use and access is described and defined in the following section 7.2.

7.2 Trail Use and Access. Grantor grants to Holder the right to construct and maintain a public trail (the "Trail") as part of the Alpine City Trail System, to be located only on the Easement Property and only in the location depicted on the attached Exhibit D, and subject to the following express conditions:

7.2.1 Construction. Holder may not construct the Trail until both of the following have occurred: (i) such time as the subdivision, presently called the Three Falls subdivision, located to the north of the Easement Property, has constructed and completed lot improvements, and has dedicated to Holder public trails that will connect into the Trail; and (ii) the owner of the Field Property, or such portion of it as may be needed to connect with other trails of Holder, has agreed to an extension of the Trail to other trails of Holder or the owner of the property to the west (presently property owned by the Grant family) of the Easement Property has agreed to allow the installation of a trail over said Grant family property for purposes of connecting the Trail to other trails of Holder. It is the intent of Grantor and Holder that: (i) no construction shall occur if such construction would create a dead end in the Trail or a circumstance where the Trail would not be connected to the Alpine Trail system on both ends of the Trail that is planned to traverse the Property, or (ii) to compel the construction of the Trail over land not within the Easement. Holder alone shall be responsible for the costs of constructing and maintaining the Trail. 

7.2.2 Width and Location of Trail. The width of the Trail shall be no wider than four (4) feet except that Holder may utilize a space of up to ten (10) feet during the construction or reconstruction of the Trail. Holder agrees to restore the construction area to its reasonable pre-construction condition after the installation of the Trail and to consult with and notify Grantor before commencing construction of the Trail. Holder and Grantor agree that the Trail shall only be installed in the location depicted on the attached Exhibit D and that the location of the Trail shall first be flagged so that both Grantor and Holder can confirm its location prior to commencement of construction.

7.2.3 Operation and Use. Holder agrees to post sufficient number of signs to alert all users of the Trail that it is only a hiking and nature trail, that the public may not operate motorized vehicles on the Trail, that the Trail may only be used by hikers, cyclists and horseback riders, and that the public will be trespassing on private property if they stray from the Trail. Holder shall install such protective measures as may be necessary to prevent or impede 

motor vehicle use of the Trail. Nothing in this section shall be interpreted as to prevent Grantor from crossing or utilizing the Trail or portions thereof with a motorized vehicle. Holder agrees to cooperate in efforts to fence or locate barriers, including boulders, along the Trail as may be necessary or where there have been instances of members of the public straying from the Trail.

- 7.2.4 Grantor's Remedies with Respect to Trail. Subject to section 9 hereof, if Holder fails to operate the Trail as required by this section, and has been provided sixty (60) days written notice of its failure to so operate the Trail, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Property at the cost of the Holder to the condition that existed prior to any such injury or to compel the operation of the Trail in accordance with this Grant.

Section 8.0. Holder's Remedies.

- 8.1. Notice of Violation; Corrective Action. If Holder determines that a violation of the terms of this Easement has occurred or is threatened, Holder shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Easement Property injured to its prior condition with a plan approved by Holder at Grantor's expense. Holder and Grantor acknowledge that the Baseline Documentation is an accurate representation of the Easement Property's condition on the Effective Date and that such information may be used to measure any alleged violation of this Easement. Notwithstanding the foregoing, should a future controversy arise over the physical condition of the Easement Property, the parties may use all relevant documents that will assist in resolving a controversy.
- 8.2. Injunctive Relief. If Grantor fails to cure the violation within twenty (20) days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within a twenty (20) day period, fails to begin curing the violation within the twenty (20) day period, or fails to seek accommodation to cure the violation, or fails to continue diligently to cure such violation until finally cured, Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Property to the condition that existed prior to any such injury.
- 8.3. Damages. Holder shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement which are proximately caused by Grantor, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the

Grantor's liability therefor, Holder, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Property.

- 8.4. Forbearance. Enforcement of the terms of this Easement shall be at the discretion of Holder and any forbearance by Holder to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Easement or of Holder's rights under this Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver of such a right or remedy.
- 8.5. Acts Beyond Grantor's Control, Force Majeure. Nothing contained in this Easement shall be construed to entitle Holder to bring any action against Grantor for any injury to or change in the Easement Property resulting from causes beyond Grantor's control, including, without limitation, acts of third parties, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate any threatened or actual significant injury to the Easement Property resulting from such causes.
- 8.6. Emergency Enforcement. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Property, Holder may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.
- 8.7. Scope of Relief. Holder's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Holder's remedies at law for any violation of the terms of this Easement are inadequate and that Holder shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 8.8. Costs of Enforcement. In connection with litigation or arbitration proceeding under this Easement, the prevailing party shall be entitled to recover from the other party its expenses, including, without limitation, costs and expenses of suit and reasonable attorney fees. Furthermore, any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.
- 8.9. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription as they may relate to the Easement Property.

Section 9.0. Mediation. Grantor and Holder agree to submit any dispute that one of them or both may have concerning this Easement to mediation prior to commencing any suit. Any suit

commenced before a mediation has occurred shall be stayed until after the parties have participated in a mediation. The parties agree to divide equally among themselves the fees for a mediator selected in accordance with this provision.

Section 10.0. Costs, Liabilities, Taxes, and Environmental Compliance.

- 10.1. Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use which shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Easement Property free of any mechanics' or materialmen's liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantor. Holder shall keep the Easement Property and Easement free of any mechanics' and materialmen's liens arising out of any work performed for, materials furnished to, or obligations incurred by Holder.
- 10.2. Taxes. Grantor shall pay, before delinquency, any and all taxes, assessments, fees, and charges levied or assessed by competent authority on the Easement Property (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Holder with satisfactory evidence of payment upon request. Holder agrees to cooperate in Grantor's efforts to have the Easement Property taxed as greenbelt or at a reduced property tax rate as a result of the Easement and shall cooperate in allowing such complementary uses as may be necessary to achieve the preferred and lower property tax rate.
- 10.3. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:
- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Easement Property, provided that nothing in this Section purports to apply to fertilizers, biocides or other such permitted substances incident to stockraising and ranching activities;
 - (b) There are not now any underground storage tanks (other than for water) located on the Easement Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Easement Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

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

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

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

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

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

Section 11.0. Extinguishment/ Condemnation.

- 11.1. Extinguishment. If an unexpected change occurs in the conditions surrounding the Property that makes the continued use of the Easement Property for conservation purposes impossible or impractical this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction; provided that, (1) Holder's vested interest in the Easement Property described in paragraph 6.5 hereof is maintained, (2) upon the subsequent sale or exchange of the Property, the net proceeds from such sale or exchange are divided between Holder and Grantor in the proportionate value of this Easement as established at the time of its creation (unless applicable state law requires that Holder receive all proceeds from such sale or exchange), and (3) Holder uses all of its share of such proceeds in a manner consistent with the Conservation Values.
- 11.2. Condemnation. If all or any part of the Easement Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, the parties shall act jointly to recover the full value of their interests in the Easement Property, subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred shall be paid out of the amount recovered. All net proceeds recovered by the parties shall be divided in accordance with the proportionate value of this Easement as established at the time of its creation (unless applicable state law requires that Holder receive all of such proceeds). All interpretations of Holder's property rights shall follow Treasury Regulation Section 1.170.

Section 12.0. Assignment of Holder's Interest. This Easement is transferable by Holder, but Holder may assign its interest in this Easement only to a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable Regulations promulgated thereunder and the Act. As a condition of such assignment, Holder shall require that a qualified assignee expressly accept such assignment, assume the obligations of Holder hereunder, and agree in writing that the conservation purposes that this grant is intended to advance shall continue to be carried out following the assignment. This Easement may not be assigned to another governmental entity, be it federal or local agency or political subdivision, other than a qualified state agency of the State of Utah. Prior to assigning its interest in this Easement, Holder shall obtain the prior written consent of Grantor or the then current owner of fee title to the Easement Property. Any assignment without the required consent as stated herein, shall be void and of no effect. Grantor shall not unreasonably withhold its consent to any such assignment so long as it is not to a prohibited party identified herein.

Section 13.0 Amendment of the Easement. Notwithstanding the provisions related to the extinguishment of this Easement, if circumstances arise under which an amendment to  modification of the Easement would be appropriate, Grantor and Holder may mutually agree to amend the Easement; provided that no amendment shall be allowed that affects the status of the Easement as a qualified conservation contribution under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulation promulgated thereunder or the Act, assuming that this Easement otherwise qualifies. Any such amendment shall be consistent with the purposes of the Easement, shall not affect its perpetual duration, and shall not impair any of the Conservation Values. Any such amendment shall be recorded in the official records of Utah County, Utah recorder. Nothing in this Easement in any way purports to indicate that the parties anticipate, or represent to one another, that the grant of the Easement qualifies for deductions or other favorable tax treatment, and such treatment is in no way a contingency of any obligation hereunder.

Section 14.0. Subsequent Transfers by Grantor. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Easement Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Holder of the transfer of any interest in the Easement Property subject to this Easement at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

Section 15.0. Recordation. Holder shall record this instrument in a timely fashion in the official records of Utah County, and may re-record it at any time as may be required to preserve Holder's rights in this Easement.

Section 16.0. General Provisions.

- 16.1. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the other party at the address shown at the beginning of this Easement, or at such other address as a party may hereafter specify by written notice to the other parties or at such address maintained by the Division of Corporation and Commercial Code, Utah Department of Commerce.
- 16.2. Grant in Perpetuity. Subject to Sections 11.1, and 11.2 hereof, the Easement herein granted shall be a burden upon and shall run with the Easement Property in perpetuity and shall bind Grantor and Grantor's respective personal representatives, heirs, successors, and assigns forever.
- 16.3. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of party's interest in the Easement or Easement Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 16.4. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purposes of the Land Conservation Easement Act, Utah Code Ann. §§57-18-1, -7. If any provision of this instrument is found to be ambiguous, invalid, or unenforceable, an interpretation consistent with the purposes of this Easement that would render the provision valid and enforceable shall be favored over interpretation that would render it invalid or unenforceable.
- 16.5. Severability. If any provision of this Easement, or the application thereof, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to circumstances or persons other than those to which it is found invalid, shall not be affected so long as the purposes of this Easement are not unduly frustrated.
- 16.6. Entire Agreement. This instrument sets forth the entire agreement between the parties with respect to this Easement.
- 16.7. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Easement. Notwithstanding which of the parties may be deemed to have prepared this Easement, this Easement shall not be interpreted either for or against Grantor or Holder, but this Easement shall be interpreted in accordance with the general tenor of the language in an effort to carry out the purposes of this Easement.
- 16.8. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties, hereto and their respective personal representatives, heirs, successors, and assigns and shall continue

as a servitude running in perpetuity with the Easement Property. The terms "Grantor" and "Holder" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor its successors, and assigns, and the above-named Holder and its successors and assigns.

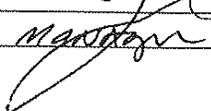
- 16.9. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 16.10. Counterparts. The parties may execute this instrument in two or more counterparts, which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

[Signature page to follow]

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

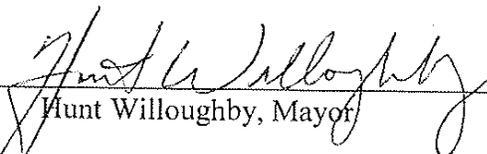
IN WITNESS WHEREOF, Grantor has executed this Grant of Conservation Easement as of July 15, 2010:

CHAPPELL ALPINE FARMS LLC,
a Utah limited liability company

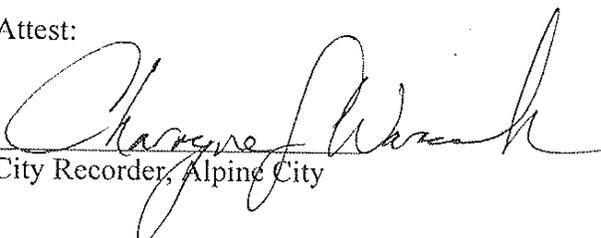
By 
Its 

The undersigned Holder hereby accepts the foregoing Grant of Easement.

ALPINE CITY, a political subdivision of the State of
Utah

By 
Hunt Willoughby, Mayor

Attest:


City Recorder, Alpine City

Acknowledgments

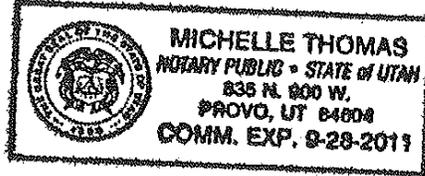
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 16 day of July, 2010 by Jared Chappell, the Manager of Chappell Alpine Farms LLC, as Grantor.

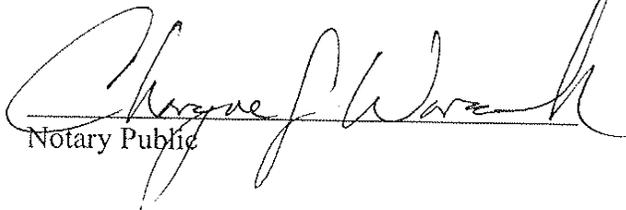


Notary Public

STATE OF UTAH)
) ss.
COUNTY OF UTAH)



The foregoing instrument was subscribed, sworn to, and acknowledged before me this 16th day of July, 2010 by HUNT WILLOUGHBY, Mayor of Alpine City, as Holder.



Notary Public

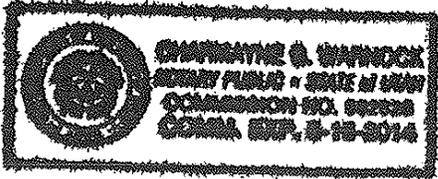


EXHIBIT "A"**PROPERTY DESCRIPTION**

Commencing at the North Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°47'44" West along the One-Quarter Section Line 2159.621 feet; thence along a Deer Fence as follows: North 89°50'46" West 225.351 feet; South 00°49'55" West 482.103 feet; South 89°36'59" East 225.65 feet along a Deer Fence and extension thereof to the One-Quarter Section Line; thence South 00°47'44" West along the One-Quarter Section Line 48.173 feet; thence South 27°02'01" West 188.51 feet; thence North 61°02'02" West 323.332 feet along a Deer Fence; thence along the Wayne Park Title (W.D. Entry 11602-69) Dale Pack Title (Q.C.D. Entry 12141-92 and Carl Pack Title (W.D. Entry 389343-83) as follows: South 29°57" West 224.978 feet North 60°40' West 321.919 feet to the East Title of Weixler; thence along the Weixler Title (W.D. Entry 25617.92) as follows: North 33°39' East 406.854 feet; North 77°12'34" West 225.245 feet; South 69°35' West 460.80 feet South 12°33' East 32.95 feet to the Northerly boundary of Dean Lindsay Title (W.D. Entry 39295.80); thence South 62°09' West 190.041 feet; thence along a fence line and Grant Title (W.D.1780-91) as follows: North 00°34'37" West 256.025 feet North 00°34'24" West 145.52 feet; North 32°57'25" West 324.82 feet; North 33°37'02" West 376.55 feet; North 34°13'41" West 266.95 feet; North 43°13'49" West 212.37 feet to the Section Line; thence North 00°02'21" East 461.775 feet along the Section Line to the Northwest corner of said Section 18: thence North 88°33'09" East 2719.90 feet along the Section Line to the Point of Beginning.

Less And Excepting the Following 2 Parcels:

Commencing at a fence post located North 00°02'21" East along the Section Line 371.96 feet and East 2010.13 feet from the West One-Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 10°53'37" West 363.18 feet; thence East 553.28 feet; thence South 06°19'38" West 340.50 feet; thence South 34°58'49" East 102.86 feet; thence South 19°01'01" West 55.51 feet; thence South 46°20'46" West 49.90 feet to a fence corner thence South 00°49'55" West along a Fence Line 453.99 feet; thence along the North boundary of an easement right of way as follows: along the arc of a 73.26 foot radius curve to the right 80.60 feet (chord bears North 57°28'39" West 76.60 feet; North 25°57'30" West 113.44 feet; along the Arc of a 200.00 foot radius curve to the left 148.03 feet, (chord bears North 47°09'45" West 144.68 feet); thence North 11°29'57" West 100.41 feet; thence North 01°35'35" East 316.55 feet; thence South 84°24'28" West 132.84 feet; thence South 65°53'45" West 89.34 feet to the Point of Beginning. (11-045-0136).

Commencing North 382.10 feet and East 1936.12 feet from the West Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 15°18' West 11.52 feet; thence North 74°42' East 250 feet along a Fence Line; thence South 15°18' East 239.36 feet; thence South 78°13' West 280.79 feet to the Point of Beginning. (11-045-0057)

EXHIBIT "B"**Legal Description of "Easement Property"**

Beginning at a point South 88°33'07" West 74.43 feet from the North Quarter Corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 34°57'14" West 115.53 feet; thence South 32°51'36" West 173.94 feet; thence South 30°12'54" West 105.94 feet; thence South 45°12'21" West 85.41 feet; thence South 51°03'16" West 108.18 feet; thence South 60°28'12" West 71.97 feet; thence South 52°59'20" West 62.28 feet; thence South 43°34'32" West 80.33 feet; thence South 34°42'39" West 81.59 feet; thence South 37°54'31" West 107.57 feet; thence South 41°52'53" West 333.60 feet; thence South 14°04'50" East 75.42 feet; thence South 04°43'18" West 91.09 feet; thence South 31°55'48" West 94.86 feet; thence South 13°11'38" East 94.46 feet; thence South 27°24'35" West 115.21 feet; thence South 28°48'14" West 97.02 feet; thence South 31°50'10" West 85.86 feet; thence South 41°14'13" West 40.85 feet; thence South 13°25'22" East 13.45 feet; thence South 18°24'14" West 46.79 feet; thence South 34°48'03" West 64.26 feet; thence South 31°36'42" West 100.03 feet; thence South 33°51'47" West 35.81 feet; thence South 45°19'26" West 41.25 feet; thence South 33°00'51" West 37.43 feet; thence South 34°04'20" West 50.47 feet; thence South 37°44'46" West 62.93 feet; thence South 49°00'58" West 128.87 feet; thence North 55°50'00" West 452.24 feet; thence North 29°46'46" West 246.39 feet; thence North 32°34'24" West 145.52 feet; thence North 32°57'25" West 324.82 feet; thence North 33°37'02" West 376.55 feet; thence North 34°13'41" West 266.95 feet; thence North 43°13'49" West 212.32 feet; thence North 00°02'05" East 462.43 feet; thence North 88°33'07" East 2642.32 feet to the point of beginning.

Comprising 3,001,424 Sq Ft or 68.90 Acres +/-.

EXHIBIT "C"**Legal Description of Grantor's "Field Property"**

Commencing at the North Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°47'44" West along the One-Quarter Section Line 2159.621 feet; thence along a Deer Fence as follows: North 89°50'46" West 225.351 feet; South 00°49'55" West 482.103 feet; South 89°36'59" East 225.65 feet along a Deer Fence and extension thereof to the One-Quarter Section Line; thence South 00°47'44" West along the One-Quarter Section Line 48.173 feet; thence South 27°02'01" West 188.51 feet; thence North 61°02'02" West 323.332 feet along a Deer Fence; thence along the Wayne Park Title (W.D. Entry 11602-69) Dale Pack Title (Q.C.D. Entry 12141-92 and Carl Pack Title (W.D. Entry 389343-83) as follows: South 29°57" West 224.978 feet North 60°40' West 321.919 feet to the East Title of Weixler; thence along the Weixler Title (W.D. Entry 25617.92) as follows: North 33°39' East 406.854 feet; North 77°12'34" West 225.245 feet; South 69°35' West 460.80 feet South 12°33' East 32.95 feet to the Northerly boundary of Dean Lindsay Title (W.D. Entry 39295.80); thence South 62°09' West 190.041 feet; thence along a fence line and Grant Title (W.D.1780-91) as follows: North 00°34'37" West 256.025 feet North 00°34'24" West 145.52 feet; North 32°57'25" West 324.82 feet; North 33°37'02" West 376.55 feet; North 34°13'41" West 266.95 feet; North 43°13'49" West 212.37 feet to the Section Line; thence North 00°02'21" East 461.775 feet along the Section Line to the Northwest corner of said Section 18; thence North 88°33'09" East 2719.90 feet along the Section Line to the Point of Beginning.

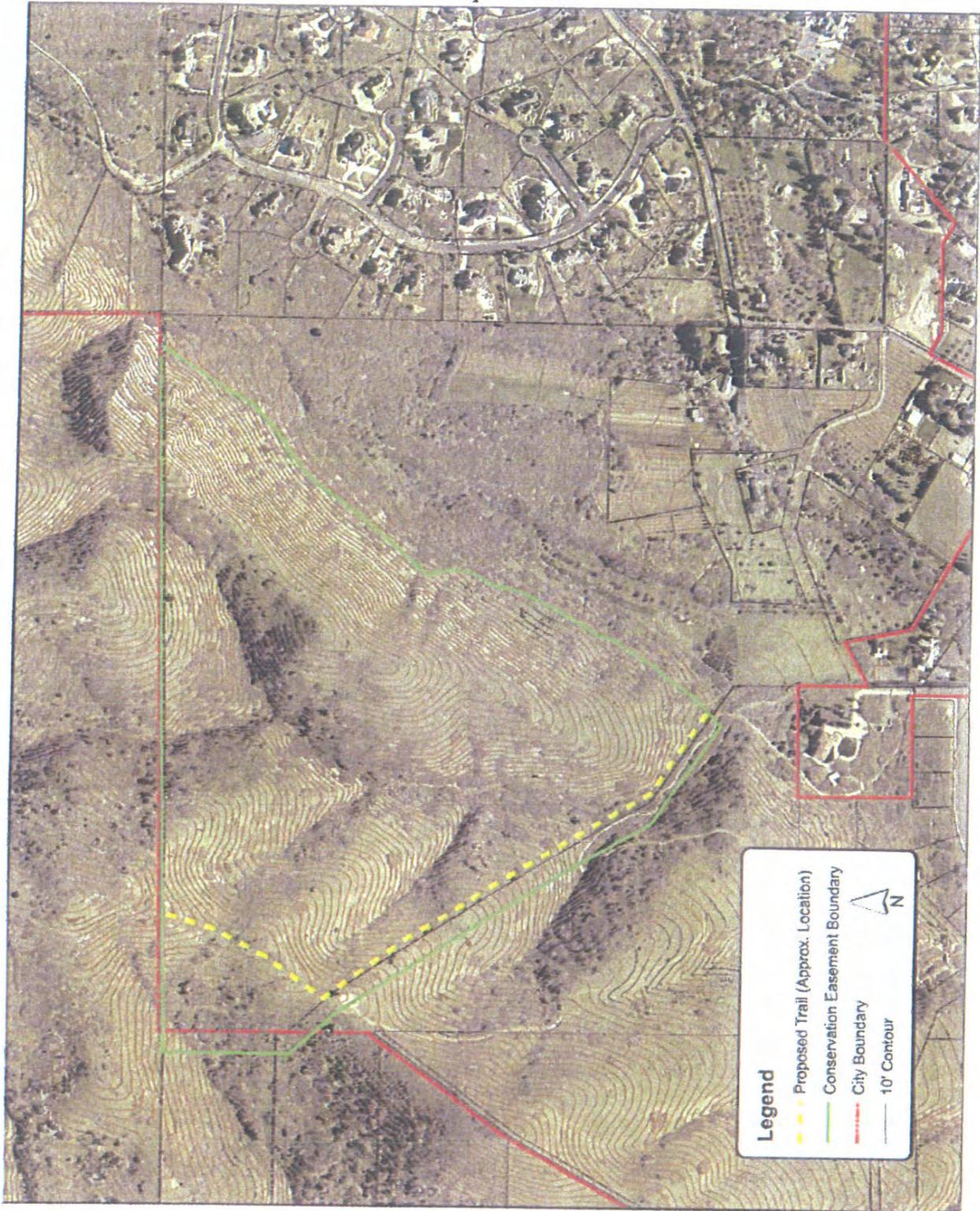
Less And Excepting the Following 3 Parcels:

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EXHIBIT "D" Map of Trail



ALPINE CITY COUNCIL AGENDA

SUBJECT: Tentative Budget Discussion and Personnel Request

FOR CONSIDERATION ON: May 12, 2015

PETITIONER: Richard Nelson, City Administrator, and Alice Winberg, City Financial Officer

ACTION REQUESTED BY PETITIONER: Acceptance of the City's Tentative Budget for Fiscal Year 2015-2016 and acceptance of personnel hire request.

INFORMATION: Attached is the Alpine City Fiscal Year 2015-2016 Tentative Budget. Public Hearings are scheduled on the Tentative Budget for tonight's meeting and May 26th. Based on those public hearings and at the direction of the City Council a Final Budget will be developed. On June 9th a Public Hearing on the Final Budget will be held and the Final Budget will be approved by the City Council.

Administration is also requesting permission from the City Council to hire an additional administrative staff position. The job description for the position plus a list of benefits associated with a new position is attached.

RECOMMENDED ACTION: The City Council will accept the Alpine City Fiscal Year 2015-2016 Tentative Budget and will approve the hiring of a new administrative staff position.

Proposed New Position
Job Duties
2/25/2015

Salary Range

\$30,000 - \$40,000

Education/Experience

Bachelor's Degree preferred
One year of Experience

Duties:

Accounts Payable

Manage vendor info
Open, sort, code, file invoices
Print and send checks
Print and file reports
1099's and year end

Payroll

Maintain employee files
Prepare bi-weekly payroll
Prepare State tax monthly
Quarterly payroll reports
Yearly payroll reports
W-2s and yearend tax

Utility Billing

Open incoming payments
Maintain account information
Create service orders and follow up
Prepare monthly billing
Meter reads
Meter exchanges

Other

Answer phones
Assist walk in customers
Library reimbursements
Waste disposal passes
Park/CC reservations

New Employee			
Salary	\$ 30,000.00	\$ 35,000.00	\$ 40,000.00
Benefits:			
Medical	\$ 6,693.36	\$ 6,693.36	\$ 6,693.36
Dental	\$ 562.32	\$ 562.32	\$ 562.32
FICA	\$ 2,295.00	\$ 2,677.50	\$ 3,060.00
Retirement	\$ 5,484.00	\$ 6,398.00	\$ 7,312.00
Totals	\$ 45,034.68	\$ 51,331.18	\$ 57,627.68

ALPINE CITY COUNCIL AGENDA

SUBJECT: Inspection Service Contract Recommendation

FOR CONSIDERATION ON: May 12, 2015

PETITIONER: Richard Nelson, City Administrator

ACTION REQUESTED BY PETITIONER: Approval of Inspection Services provider and request to negotiate contract with such.

INFORMATION: The City Council requested that the City go out for bid (RFP) for Inspection Services. The City received four (4) bid packages that were read and evaluated. The results of the evaluation are attached. A copy of each bid package is available for review at your request.

RECOMMENDED ACTION: It is recommended that the City selected Sunrise Engineering as the provider of inspection services and plan checks. It is further recommended that the City authorize the City Administrator, the City Recorder and Council Member Will Jones to negotiate the contract with Sunrise.

Inspection Services RFPs
5/4/2015

<u>Name</u>	<u>Meets Qualifications</u>	<u>Bid</u>
Russell McKinlay	?	\$55,000 a year, adjustable based on permits; would like to enroll in Alpine City employees' health insurance
Kimball Engineering	Yes	Non-Structural Plan Review - \$85/hr Structural Plan Review - \$110/hr Fire & Life Safety Review - \$65/hr Clerical/Permit Technician - \$40/hr Overtime: additional 50% from listed rates Mileage within city: current IRS rate Trip fee: \$65 (covers time and vehicle expenses to and from City) Reimbursable expenses: time and materials
Forsgren	Yes	Plans Examiner IV - \$65/hr Building Inspector IV - \$65/hr Administration - \$55/hr Structural Engineer IV - \$150/hr
Sunrise	Yes	Inspection Services - \$53/hr Plan Review Services – 65% of Building Permit Fee \$102/hr per plan review

ALPINE CITY COUNCIL AGENDA

SUBJECT: Outside Audit Contract Recommendation

FOR CONSIDERATION ON: May 12, 2015

PETITIONER: Richard Nelson, City Administrator

ACTION REQUESTED BY PETITIONER: For Council approval of the entity to be contracted with to provide outside audit services to the City.

INFORMATION: The City Council directed staff to go out with an RFP for audit services. Four bids were received. A copy of the Audit Services Ranking Sheet and results is attached. Complete copies of the bids can be requested from the City Administrator.

RECOMMENDED ACTION: That the City Council approve Greg Ogden, CPA, as the City's auditor. It is also recommended that the City Administrator be assigned to negotiate the contract to provide auditing services with Greg Ogden.

Audit Services Ranking Sheet
5/4/2015

<u>Name</u>	<u>Qualifications</u>	<u>Fee</u>
Greg Ogden	Meets Standard	\$9,500 (2015); \$9,600 (2016); \$9,700 (2017) \$9,800 (2018); \$9,900 (2019); \$10,000 (2020); \$10,100 (2021) or \$130 an hour for auditor and \$50 an hour secretarial
Pinnock, Robbins,	Meets Standard	\$10,500 (2015); \$10,800 (2016); \$11,100 (2017) \$11,400 (2018); \$11,700 (2019); \$12,000 (2020) \$250 principal; \$170 manager; \$125 senior staff; \$85 administrative
Keddington & Chris	Meets Standard	\$16,000 for each year 2015-2021 \$125 partner; \$95 manager; \$70 staff
Larson	Meets Standard	\$13,500 (2015); \$13,700 (2016); \$14,000 (2017) \$14,200 (2018); \$14,500 (2019); \$14,800 (2020) \$15,100 (2021) or \$125 partner; \$100 manager; \$75 senior staff