



ALPINE CITY COUNCIL MEETING

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a meeting on **Tuesday, October 25, 2016** at **6:00 p.m.** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

I. CALL MEETING TO ORDER*

II. EXECUTIVE SESSION: Discuss litigation

III. RETURN TO OPEN SESSION - 7:00 pm.

- | | |
|---------------------------------|----------------------|
| A. Roll Call: | Mayor Sheldon Wimmer |
| B. Prayer: | Troy Stout |
| C. Pledge of Allegiance: | By Invitation |

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

V. CONSENT CALENDAR

- A. Approve minutes of the October 11, 2016 City Council meeting**

IV. REPORTS AND PRESENTATIONS

V. ACTION/DISCUSSION ITEMS:

- A. High School Mountain Bike Teams and Lambert Park Usage.** The City Council will meet with representatives of the Coaches of the Mountain Bike teams who use Lambert Park.
- B. Century Link Franchise Agreement.** The City Council will consider renewing the Century Link franchise agreement that has lapsed.
- C. Ft. Canyon Communications Approach.** The City Council will consider a staff proposal for improving communications between the City, the residents of Ft. Canyon and the road developer.

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.**

Sheldon Wimmer
October 21, 2016

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need a special accommodation to participate, please call the City Recorder's Office at (801) 756-6347 x 4.

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

PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

Public Hearing 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
October 11, 2016

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

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

Mayor Sheldon Wimmer

Council Members: Ramon Beck, Roger Bennett, Lon Lott, Troy Stout

Council Members not present: Kimberly Bryant

Staff: Rich Nelson, David Church, Shane Sorensen, Jason Bond, Chief Brian Gwilliam

Others: Don Rogers, Marla Rogers, Wayne Wasden, Chris Paulson, Sylvia Christiansen, Darrol Duty, Angie Duty, Jeff Peterson, Parker Peterson, Melanie Ewing, Blair Holmes, Reed Thayne, Craig Broadbent, Ron Beckstrom, Will Jones, Lisa G. Brown

B. Prayer:

Roger Bennett

C. Pledge of Allegiance:

Parker Peterson

II. PUBLIC COMMENT

Terry Brown said he lived at the top of Fort Canyon Road and was there to talk about the reconstruction of Fort Canyon Road. They had been threatened with reconstruction of Fort Canyon Road for about thirty years and now it was happening with the development of the Three Falls subdivision. The City had to made an agreement that the developers of Three Falls would take over the fiduciary responsibility of fixing the road. He'd heard the cost would be between three million and five million dollars. He said the residents in Fort Canyon would be happy be go without the improvement of the road and without the development of the subdivision up the canyon. The impact of the traffic from the new development would triple the number of cars going up and down the canyon, not to mention the construction traffic. He said the residents along Fort Canyon were being asked to sacrifice for this construction but the six homes at the top of the canyon would be orphaned because their access would be entirely cut off on different occasions. He asked if the retaining walls in front of Garlicks was overschedule and over-cost. Shane Sorensen said they were pretty much on target. Mr. Brown said he guessed that when the bridge was taken out, it could be days or even weeks before it went back it. The Council needed to consider the liability of that. He said that Will Jones had been designated as the resident's representative to the developers, which didn't make sense because he was the developer. There were times when Mr. Jones went "dark" was not available or responsive which left them with no representation at all.

Troy Stout asked Shane Sorensen about the City's responsibility. Mr. Sorensen said there were some things that the residents wanted over which the City had no control such as internet service and underground utilities. They had to work with the utility companies on that. He said the homes were on wells and when the waterlines were run up the street, the City could provide water service if they were within range. Other utility services were controlled by the utility companies. Troy Stout asked about their complaint that Will Jones would go "dark" and they had no representation. Shane Sorensen said nothing else had happened yet except for the retaining wall. They were still working out the plans for the box culvert. They were trying to lessen the inconvenience as much as possible. When they had to repair a water line, the whole east side was without water for a time. There was no other way to do it.

David Church made it clear that Will Jones was not speaking for the City. He was speaking for the developers. If they wanted to talk to the City, they would be talking to Shane Sorensen

Terry Brown said he realized the City didn't control the utility companies but he felt they had influence. He said Will Jones had suggested they could bundle it with the development when it went up the canyon.

Lon Lott said he spoke with Century Link and said they were concerned about service up Fort Canyon, and asked what kind of influence the City would have in improving service up there. He said Century Link told him the City had no influence whatsoever.

1 Terry Brown said that was interesting to him. What the residents wanted was information. He realized they didn't
2 have a set timetable but they would at least like some communication and felt there was none. The residents were
3 getting so upset it was enough to start a war.

4
5 Troy Stout said that when UDOT was working on the highway, they had an information center that citizens could go
6 to and be aware of updates. He said he had relied on it information about SR-92 for his commute. Something like
7 that would be helpful for the residents on Fort Canyon Road. Shane Sorensen said it could be done but it would take
8 someone's time to update it. Lon Lott said he thought that would be a good idea. They would have to look at how to
9 get the information and they would have to manage staff time. He said he knew they hired a secretary for the public
10 works department and they may have to figure out if they needed another part-time person for this crucial time.

11
12 Terry Brown said they just wanted to be heard and represented. They felt the Council should be representing them to
13 the developers, not the developers representing them to themselves. He said they had mothers that worried about
14 how to get their children to school. They didn't have a bus that came up the canyon. He felt their concerns were
15 valid and wondered if the City Council thought they were valid, too or if they thought the residents were just
16 whining.

17
18 Mayor Wimmer said Will Jones could give the City a Monday morning update on what was going to happen that
19 week and Jason Bond could put it on the Alpine City website. If things changed, Will Jones would need to
20 communicate that to the City and they could update the website. He asked Will Jones if he would do that and he
21 indicated he would.

22
23 Ramon Beck said the Council had to rely on Shane Sorensen for their information. As a Councilman, he didn't know
24 what he could do to make things better.

25
26 Wayne Wasden said they were housesitting the Brockbank home in Fort Canyon. They were one of the six houses at
27 the top of the canyon. He was speaking for himself only, not for the group. He'd read the letter that came from the
28 City and read the minutes from the August 31st meeting at City Hall. His single requirement was access. According
29 to the minutes, the replacement of the bridge between the Youngs and Dutys would require complete closure for at
30 least three days. He expected it would be longer than that. The secondary emergency access was supposed to have
31 happened. He said the minutes also stated that when construction began in the spring, the first step would be
32 removal of all the asphalt, and the installation of utilities in the road.

33
34 Troy Stout asked Shane Sorensen for his input on that and if they could close only half the road. Mr. Sorensen said
35 the Fort Canyon road was the narrowest road in Alpine. All those utilities would have to be put in.

36
37 Mr. Wasden said it had been communicated that there would be complete closure at certain times. His point to the
38 City Council and to the developer was that closure of access was not acceptable. He wasn't suggesting how it should
39 be solved, but lack of access to the homes was unacceptable. The Council needed to be advised in advance that they
40 would be liable. If emergency services could not get to his family in a timely way, the Council would be liable. He
41 said he expected concessions from all parties involved that he could have access to his home at all time. Second, he
42 expected communication about what was happening well in advance so they could plan. If those things were not put
43 in place to insure the safety of the citizens, he would do everything in his power to bring a conjunction and halt
44 progress on the road until access at all times was assured.

45
46 Marla Rogers said she lived on Fort Canyon Road. She was the one who had been sending information to the Fort
47 Canyon residents which was conveyed to her by the developer. That worked for about four weeks and then Will
48 Jones sent her to Chris Mickelson who said they would not be working with them anymore and they needed to talk
49 to a representative of the City. She said she felt that Shane Sorensen was in Will Jones' camp and he was not a
50 neutral person.

51
52 Mayor Sheldon Wimmer said that Shane Sorensen was one of the best engineers of any city around and he did not
53 think Mr. Sorensen was going to compromise the safety of the citizens based on the Alpine City's position. It was an
54 unfair assumption to say he was in the developer's pocket.

Shane Sorensen said the improvement of Fort Canyon Road was kind of a City project even though the developer was paying for it. He had asked to be on the Fort Canyon residents email list so he would know what information was being passed out but he'd never been put on it.

Marla Rogers said they had been cut off from information from the developer but they hadn't been told who to go to at the City, which she guessed would be Shane Sorensen. She said she'd tried to get Monday morning information from the developer and it went downhill really fast. Another issue was the underground power. She said she'd talked to Rocky Mountain Power and they sent her a letter back which she had forwarded to the Council. Rocky Mountain said they would need an entity to work with whether it was the developer or the property owner. She said the developer was already out there tearing up the road and why should each property owner go to the power company and say they would dig a trench to take the power to their house when the contractors were already digging up the road. She said she was willing to pay for her connection but she was not an entity. The developer and the City were entities. They should be the ones working with the power company to bury the lines. She said their power went out three or four times a year. If it was underground, that wouldn't happen. It made sense that if they were tearing up the road, they would put the power lines underground at the same time.

There were no more comments and the public comment period was closed.

III. CONSENT CALENDAR

- A. Minutes of the September 13, 2016 City Council Meeting
- B. Minutes of the September 27, 2016 City Council Meeting
- C. Final Payment Request – Granite Construction for asphalt overlay projects - \$137,775.49
- D. Bond Release – Three Falls water tank - \$150,480.00

MOTION: Lon Lott moved to approve the Consent Calendar. Ramon Beck seconded. Ayes: 4 Nays: 0. Lon Lott, Ramon Beck, Roger Bennett, Troy Stout voted aye. Motion passed.

IV. REPORTS AND PRESENTATIONS:

A. Melanie Ewing, Alpine Days Director – Thank You. The Mayor and Council presented Melanie Ewing with flowers and thanked her for the great job she did in overseeing Alpine Days 2016. Mrs. Ewing asked if the City had plans to continue the Halloween Trick or Treat that Judi Pickell started last year. Mrs. Pickell was gone but Melanie Ewing said she would be willing to handle it.

V. ACTION/DISCUSSION ITEMS

A. Parks Maintenance Building on 300 North: Mayor Wimmer said that at previous meetings the Council had discussed the issue of building a parks maintenance building on property the city owned on 300 North. He asked if they wanted to make a motion on it or have further formal discussion.

Rich Nelson said they had to have the building designed so they would be looking at the actual costs, and go through a process of advertising for bids. It would go to the Planning Commission who would hold a public hearing. Lon Lott said he would be willing to begin the process to get a recommendation from the Planning Commission.

Ramon Beck asked what the cost difference would be between building on land the City already owned and land they had to purchase. It had been estimated it would be a difference of a million dollars.

The Council discussed the issue of cost and expressed concern about residents in the area who were unhappy with the proposed building, as well as its proximity to the school.

Shane Sorensen said that, as with many things, there was a lot of misinformation floating around. The trucks would not be going back and forth from the building every hour of every day. He said they would loading the mowers in the trucks in the morning and taking them out to the parks. They would come back at noon then head out again after lunch, then come back at the end of the work day. They would not be storing road salt at the maintenance building on 300 North. They were building a shed at the main public works building to store the salt.

Troy Stout said the times mentioned were times when children were walking to school and from school. He said his inclination was to vote no based on the impact to the neighbors. He was also inclined to vote yes due to the financial impact on the City if they spent money to purchase other ground. Shane Sorensen said that the crew started mowing in May. They began at 7 am and ended at 3:30 pm.

MOTION: Roger Bennett moved to proceed with the study and go forward with the park maintenance building on 300 North. Ramon Beck seconded. Ayes: 2 Nays: 2. Roger Bennett and Ramon Beck voted aye. Troy Stout and Lon Lott voted nay saying they wanted more discussion on the issue. Motion failed.

Lon Lott said he had been looking at other possible locations. Even if they had money to purchase other ground, it appeared that every other possible area would also be impacted. In looking at which area would be the least impacted, they were still surrounded by schools unless they went into the wilderness. If they continued looking for the best place they would never get anything done. Troy Stout asked Lon Lott if he felt 300 North was the best location for the building because once the Council made a decision, it was done.

Resident Ron Beckstrom said his biggest problem was that the City had not involved any of the residents in the discussion. If they involved the community in the decision making, there would be less kick-back.

Ramon Beck said he thought they should involve the neighbors in the discussion.

Troy Stout said he hoped the residents recognized the bind the City was in. They were trying to keep their tradition of low property tax rates and not bonding and instead use utilize their assets. At the same time, they need to provide a building that the City desperately needed.

Ron Beckstrom said that several years ago the City started dumping sand and gravel on the lot and it blew into his yard so it would affect him a lot. He wasn't convinced that 300 North was the best location. He suggested that before they spent any money, they get more input from residents because they were actually putting a commercial operation in the middle of a residential area. He said that if there were just lawn mowers there, that was one thing. He had understood there would be asphalt trucks and equipment there.

Shane Sorensen explained the process of resurfacing the road and said there could be some asphalt bins there to temporarily contain the asphalt, but the 300 North location would not be the main hub of public works.

Mr. Beckstrom said that the city-owned property did look bad. It was supposed to be landscaped at one point but never was. If the residents could have some assurance of what would happen, and there would be something that looked nice and was functional, that would be better, but he could only speak for himself.

Jason Bond said the City would be conducting a thorough planning process with letters sent out to the neighbors, and public hearings. There would be a proposal for the neighbors to react to. If the residents had ideas about what they would like to see, they should send them to the City.

MOTION: Roger Bennett moved to proceed with the feasibility study on the park maintenance building on 300 North, and involve the neighbors in the process. Ramon Beck seconded. Ayes: 4 Nays: 0. Roger Bennett, Ramon Beck, Lon Lott, Troy Stout voted aye. Motion passed.

B. Exploratory PI Well: Shane Sorensen said the City had been struggling to provide PI water in the high zone and they were proposing a well that would help that zone. They were looking at several possible sites, three of which were owned by the City. On the coversheet in the packet, he had summarized the pertinent information which is included below.

"Late last year the City hired Loughlin Water Associates, LLC, (LWA) to investigate some potential sites for drilling a new production well. The intent was to find a location where water could be pumped directly into the high pressure zone of the City's pressurized irrigation system. Several things were considered when looking at potential sites including properties currently owned by the City, proximity to PI transmission lines in the high pressure zone, power availability and storm drain availability. Proximity of storm drain facilities is important since pump testing

the new well will require a point of discharge for the water and a means of getting it away from the site. Also, in the long term, a permanent point of discharge will be required to allow the well to be pumped to waste prior to the water being turned into the PI system. We also indicated that we would like to be able to drill a well capable of producing 3,000 gpm if we could. This would equal the City's largest producing well, which is the Healey Well.

"LWA was given a map of City owned properties with properties highlighted that had the items available that were discussed above. LWA completed their study and produced a letter report dated April 21, 2016, which addressed the feasibility of drilling a well at three different locations. See attached. Two of the locations were on City property, with the third being a site that is not owned by the City which was assessed after the two City-owned sites were initially investigated and found to not meet our expectations. The site has some challenges, but could work. We had some preliminary discussions with the property owner of the third site to see if obtaining a piece of property to drill the new well was possible. During a review of that site, we identified a fourth option that met our criteria and is currently owned by the City. This site is located where the detention basin is on the south end of the Heritage Hills development. We asked LWA to review this site and obtained an addendum to the original letter report, which is dated September 21, 2016. See attached.

"In consideration of drilling a new production well, we believe that a phased approach is warranted, including an assessment of potential well locations, groundwater exploration and groundwater development. We feel that we have adequately completed the first phase. Drilling a 3,000 gpm well in the high zone of our pressurized irrigation system was a desire but is not realistic. A lower yielding well would be sufficient as an additional source to supply the needs of this area. LWA prefers the third site for reasons outlined in the addendum. The fourth site is located about 1,740 feet northeast of the third site. With all things considered, we feel that the fourth site should be considered for drilling an exploration well. The exploration well will accurately determine what material we have beneath the surface, at what depth the material is and assess the possible yield of a production well. Drilling this 1,000 to 1,500-foot-deep well will come at a cost of \$250,000 to \$350,000 for the well and an additional \$30,000 to \$40,000 for engineering and construction management."

Shane Sorensen said that LWA preferred the third well site because it was closer to the center of the valley but the city did not own the property. After reviewing all the findings, he recommended drilling a test well at the fourth location which was by the detention basin on the south end of the Heritage Hills development, which the City owned. If the well worked out, they would have to file a change application for a well right, which could take a year to approve. If the well didn't work out, they would grout it and abandon it. He said that drilling an exploratory well would help with the design of the production well.

Roger Bennett asked if the City could still use the test well if it proved to be a good well but didn't produce the amount of water they needed. Shane Sorensen said he would find out.

MOTION: Lon Lott moved to use the Alpine City well site location at the south end of Heritage Hills development as recommended by Shane Sorensen and begin drilling a test well. Troy Stout seconded. Ayes: 4 Nays: 0. Lon Lott, Troy Stout, Roger Bennett, Ramon Beck voted aye. Motion passed.

C. Camping at Lambert Park: Rich Nelson said the issue of camping at Lambert Park had been raised and he wanted to bring it to the Council. The City had been operating under the following guidelines:

- No overnight camping was allowed at any city park except Lambert Park.
- Overnight camping in Lambert Park was only allowed at the Bowery.
- No long-term (more than one night) was allowed at the Bowery.
- No overnight camping was allowed at the Bowery for any group that would trigger a Mass Gathering request.
- Camping at the Bowery was by reservation only.

Mr. Nelson said there had been requests to camp there and he wanted to know if the Council supported the guidelines used in the past or wanted to see changes.

Troy Stout said he thought the community valued the opportunity to camp in the area. The thing that concerned him was the campfires.

Rich Nelson said they told people who used it that they didn't allow fires during the burn season but compliance was a problem. It was suggested they ban fires altogether, but they probably wouldn't comply with that either. It was suggested they improve the fire pit.

Will Jones reported that the trail committee already had a design in process to improve the fire pit and the Bowery. If they had a fire pit, they needed a way to enforce the requirement that people bring their own firewood. In addition, they had some thoughts of providing a parking area and a little bit of an amphitheater. The plan was being drawn up and would meet forest service specs on fire pits. He said the event that prompted the design was when he'd gone up there in July on his bike and saw the pit smoking.

Jason Bond said they may want to look at requiring a mass gathering permit for that area depending on the event. Even if the event doesn't have the number of people that required a permit, they may want to require one so they would provide sanitation services. The Klondike Derby was used as an example.

The Council indicated they wanted to keep the guidelines the same and supported improving the fire pit and Bowery.

D. Replacing Sidewalks Damaged by Trees in the Park Strip: Shane Sorensen said the City was responsible to maintain the city sidewalks. One of the problems they faced was that the roots of trees planted in the park strip were causing the sidewalks to buckle. At the moment, they were putting together some tree planting guidelines as an education project. It listed the trees that could be planted in the park strip and how and where they should be planted. Following an accident several years ago the City was spending about \$10,000 year on trip hazard mitigation. He said that if the tree problem wasn't dealt with, they would be seeing the same problem on the same sidewalks repeatedly. Staff was requesting permission to deal with tree problems at the same time they fixed a trip hazard on a sidewalk so they didn't have to go back and do it again a few years later.

Ramon Beck asked if they received permission from the homeowner to take a tree out. Shane Sorensen said they did.

Lon Lott asked how they would enforce the tree planting requirements. Shane Sorensen said they would include the information with a building permit so people knew about it before they landscaped. Hopefully that would take care of future problems. The issue was the existing problems that kept reoccurring.

David Church said this was a problem all the cities had because the courts said the cities were responsible to keep the sidewalks safe. If they knew of a trip hazard and didn't remedy it, they were liable. Some cities were really aggressive about dealing with trip hazards. Some cities had a list of approved species that could be planted in park strips and they enforced it.

Shane Sorensen said he'd been through areas in the city where they had fixed the sidewalk and the problems were back.

Lon Lott said he'd look into the possibility of cutting the roots back that were causing the problem in situations where people didn't want the tree removed.

E. Changes to Paulson Easement at Moyle Park: Rich Nelson said Chris Paulson had received previously an easement from the City next to Moyle Park. He was in the process of landscaping his property and would like to have another 107 square feet of easement. Mr. Paulson showed on the map would he would like to accomplish on his property.

Roger Bennett asked Mr. Paulson if he was willing to swap an equal amount of ground with the City? The Council discussed what area might be useful for the City.

Lon Lott pointed out an area where it might be good to have another access cleared out so people could park there. Jason Bond said that would work because the area was shown in the masterplan with future pavilions, etc. but they currently had no access.

MOTION: Troy Stout moved that they grant an easement to Chris Paulson per his request which would be matched by Mr. Paulson to grant an easement back to the City of an equal square footage. It would be located by the City's existing easement on the west side of Mr. Paulson's property. Ramon Beck seconded. Ayes: 4 Nays: 0. Lon Lott, Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion passed.

F. Appointment to the Planning Commission: Mayor Sheldon Wimmer said he had interviewed two possible candidates and proposed appointing Carla Merrill to the vacancy left by Judi Pickell on the Planning Commission.

MOTION: Troy Stout moved to approve the appointment of Carla Merrill to the vacancy on the Planning Commission. Lon Lott seconded. Ayes: 4 Nays: 0. Lon Lott, Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion passed.

VI. STAFF REPORTS

Jason Bond said the Planning Commission had voted to cancel their second meeting in November. He said the City Council had a meeting scheduled in November for the week of Thanksgiving. He asked them if they wanted to cancel the second meeting in November. They indicated they did.

MOTION: Troy Stout moved to cancel the City Council meeting scheduled for November 22, 2016. Ramon Beck seconded. Ayes: 4 Nays: 0. Lon Lott, Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion passed.

Shane Sorensen reported on the following:

- On Wednesday they would have two restrooms installed. One was at the bottom of Three Falls by the parking lot, and one in Lambert Park. They still needed to run the water to them. He said a lot of progress was being made on the Three Falls development.
- The City signs were about done. The front door for City Hall was ordered and should be installed in November.
- They were down one person in Public Works and they were looking for a new person. It was a fulltime, benefited position.
- He said he attended the Public Works Conference in Salt Lake and there was a presentation on installation of pressurized irrigation meters. It showed that they had a 40% reduction. For several months, they sent people mock bills showing what their cost would be prior to actual billing. for the water usage before they started billing.
- He discussed the construction in Fort Canyon and communication with residents

Rich Nelson said he had a phone conversation with Terry Pearce about the problems with his PURPLE business and the neighboring residents. Mr. Pearce was supposed to get back with him. Shane Sorensen said he'd been back there and it was a mess. They were parking on the corners and parking on both sides of the lane to City Shops.

VII. COUNCIL COMMUNICATION

Lon Lott asked if they were going to implement anything new on the PI construction. He had one that he put in that didn't fit in the box.

Troy Stout asked Will Jones something about trails. Mr. Jones was not at the microphone and the conversation was mostly unintelligible.

Mayor Sheldon Wimmer said they'd received seven or eight applications for the position of city administrator. The closing date was October 17th. They would be having a retirement party for Rich Nelson in November.

Shane Sorensen said he had one more item. They were planning to improve 600 North from Grove Drive to Main Street. They would need an easement from Fort Creek to Main Street in order to do it and he was trying to work with

1 the property owners. He said they needed to expand the cemetery and felt like they needed to build the road before
2 they did the expansion. They needed a 20-foot wide easement. The Council discussed the issue.

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4 **VIII. EXECUTIVE SESSION:** None held

5
6 **MOTION:** Roger Bennett moved to adjourn. Lon Lott seconded. Ayes: 4 Nays: 0. Ramon Beck, Lon Lott, Troy
7 Stout, Roger Bennett voted aye. Motion passed.

8
9 The meeting was adjourned at 9:30 pm.

ALPINE CITY COUNCIL AGENDA

SUBJECT: High School Mountain Bike Teams and Lambert Park

FOR CONSIDERATION ON: October 25, 2017

PETITIONER: Alpine City Council

ACTION REQUESTED BY PETITIONER: The Alpine City Council expressed a desire to meet with the High School Mountain Bike Teams that use Lambert Park as a training area.

INFORMATION: At a previous City Council meeting, Davy Kammer, Coach of the Lone Peak High School Mountain Bike Team, addressed the Council. Up until that time the Council was not aware of the extent of the use of the Park and the size of the mountain bike team. The Council wanted to know more to determine if what was happening at the Park was what the Council wanted to see happen at the Park.

Davy could not make it to this Council meeting but he arranged for two other coaches, Clay Shubin (who lives in Alpine) and Erin Tetro (AF HS coach) to be in attendance to meet with the Council.

Davy sent the following email that explains how the teams use the Park and other places to train:

“Just some quick info on our usage of Lambert Park so when we have a meeting everyone is a little more informed about the impact of the teams on Lambert Park.

The season is from July 1st to Oct. 31st. So it is a 4 month season and teams would only be practicing in Lambert during these 4 months. The other 8 months the teams are not allowed to hold practice outside of the 4 month scheduled season.

There are a total of 5 teams that currently utilize Lambert Park during these 4 months.

1. SkyRidge
2. PG
3. AF
4. LP JR High
5. LP HS.

There are a total of 8 places around N. Utah County where these 5 teams hold practice.

1. Lambert Park.
2. AF Canyon
3. Suncrest
4. Highland Hollow
5. Valley Vista (PG)
6. Eagle Mtn
7. Bonneville Shoreline Trail
8. Eagle Mountain

Lambert Park is just one of 8 or so locations where we hold practices. Every spring the coaching staff from these 5 teams come together and hammer out our practice schedules so that only one team is at one of these 8 locations at a time. We currently have a complete schedule of when each team will be practicing at Lambert Park and at what times. We can send that to you for the remainder of the season (3 weeks left).

On average Lambert Park is being used roughly 3 times a week for a 1.5 – 2 hour practice during these 4 months. (sometimes it is 2 times a week and sometimes it might be 4 times a week) The residence of Alpine and other users of Lambert Park currently share the Park with the Mtn bike teams for about 5 ½ hours a week over a 4 month period.

I hope that this helps provide some details before we have our meeting. The season will be over in 3 ½ weeks. I think the last team holds practice in Lambert Park on November 1st.

Also the teams are a huge supporter of the Alpine Days Mtn Bike Race and the High School Mtn Bike teams made up about 70% of the entrees for the Alpine Days Race and their parents made up about 50% of the volunteers for that race. Also every team has spent countless man hours out in Lambert Park working on trails and building trails. Every team was out there rebuilding the trails after the heavy rains and mud slides from the fire a few years ago. Many of the Eagle Scout Projects out there have come from kids on the teams. We understand that using Lambert Park is a privilege and we know that we have to pay to play.

Thanks again for your support and for helping to change these kid's lives. We could not pull this off with Lambert Park.

I am available to meet with you guys anytime over the next two weeks and I can round up some of the other coaches from the other teams.

I look forward to discussing this with you and coming up with a plan for the 2017 season.

Davy”

This seems to in line with the recommendations of Council Member Troy Stout. His recommendations were as follows:

- 1. Lambert Park Usage. Each team gets one day a week usage of the Park. These days will be assigned. No team usage is allowed on Saturday or Sunday.**

2. **Service.** Each High School team that uses the Park will be required to perform two days of service in Lambert Park. One day in the spring and one day in the fall. These days of service will be coordinated with the Alpine City Trails Committee.
3. **Annual Meeting.** One annual meeting will be held with the coaches of the High School teams and the Alpine City Council to discuss the agreement.
4. **Motorized Limitations.** No motorized bikes are to be used at the Park.

RECOMMENDED ACTION: *That the City Council meet with the coaches. That the City Council use the coaches' outline as the City's outline for utilizing the Park.*

Charmayne Warnock

From: Davy Kammer <DKAMMER@us.head.com>
Sent: Friday, October 07, 2016 1:08 PM
To: Rich Nelson
Cc: Sheldon Wimmer; Troy Stout; Will Jones; Shane Sorensen; Cal Christensen
Subject: RE: Lone Peak Mtn Bike Team
Attachments: IMG_1693.jpg; YDSy8sYtxWaRD5e1_AbwqYIKhasobyhjmiGlqoh_6Mc,jeAXyjZ-_nPtELRo9LNSkxWvnhVYPcgRIMSNU9aeP7k.jpg; IMG_2131.jpg; IMG_5280.JPG; 20160806_065954.jpg

Sounds good.

Just some quick info on our usage of Lambert Park so when we have a meeting everyone is a little more informed about the impact of the teams on Lambert Park.

The season is from July 1st to Oct. 31st. So it is a 4 month season and teams would only be practicing in Lambert during these 4 months. The other 8 months the teams are not allowed to hold practice outside of the 4 month scheduled season.

There are a total of 5 teams that currently utilize Lambert Park during these 4 months.

1. SkyRidge
2. PG
3. AF
4. LP JR High
5. LP HS.

There are a total of 8 places around N. Utah County where these 5 teams hold practice.

1. Lambert Park.
2. AF Canyon
3. Suncrest
4. Highland Hollow
5. Valley Vista (PG)
6. Eagle Mtn
7. Bonneville Shoreline Trail
8. Eagle Mountain

Lambert Park is just one of 8 or so locations where we hold practices. Every spring the coaching staff from these 5 teams come together and hammer out our practice schedules so that only one team is at one of these 8 locations at a time. We currently have a complete schedule of when each team will be practicing at Lambert Park and at what times. We can send that to you for the remainder of the season (3 weeks left).

On average Lambert Park is being used roughly 3 times a week for a 1.5 – 2 hour practice during these 4 months. (sometimes it is 2 times a week and sometimes it might be 4 times a week) The residence of Alpine and other users of Lambert Park currently share the Park with the Mtn bike teams for about 5 ½ hours a week over a 4 month period.

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Thanks again for your support and for helping to change these kid's lives. We could not pull this off with Lambert Park.

I am available to meet with you guys anytime over the next two weeks and I can round up some of the other coaches from the other teams.

I look forward to discussing this with you and coming up with a plan for the 2017 season.

Davy

From: Rich Nelson [mailto:rnelson@alpinecity.org]
Sent: Thursday, October 6, 2016 3:30 PM
To: Davy Kammer
Cc: Sheldon Wimmer; Troy Stout; Will Jones; Shane Sorensen; Cal Christensen
Subject: RE: Lone Peak Mtn Bike Team

Davy,

Thanks. I do need to meet with you. The Council is interested in establishing or being part of the mountain bike practice schedules and rotations for Lambert Park. What is a good time for you? I would also like to know who the other mountain bike teams are that use the park and a contact person for those teams.

I look forward to meeting with you.

Sincerely,

Rich Nelson
Alpine City Administrator
20 North Main Street
Alpine City, UT 84004
rnelson@alpinecity.org
801-756-6347 x105 (w)
801-404-7850 (c)

From: Davy Kammer [mailto:DKAMMER@us.head.com]
Sent: Wednesday, October 05, 2016 9:57 AM
To: Rich Nelson <rnelson@alpinecity.org>
Subject: Lone Peak Mtn Bike Team

I heard you were looking for me. ☺

I would love to come out and meet with you guys about mtn bike practice schedules and rotations for Lambert Park. Please email or call me anytime.

Thanks

Davy Kammer
Select Accounts Manager
National Snowboard Retail Manager
(801) 556-2645
Check us out at www.head.com



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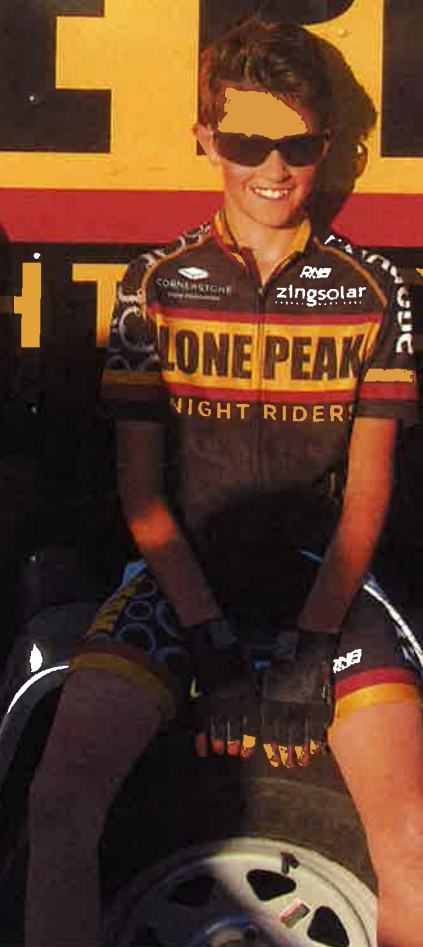




 **FEZZARI**
BICYCLES

LONE PEAK

KNIGHT RIDER







ALPINE CITY COUNCIL AGENDA

SUBJECT: Century Link Franchise Agreement

FOR CONSIDERATION ON: October 25, 2016

PETITIONER: Shane Sorensen, City Engineer and Public Works Director

ACTION REQUESTED BY PETITIONER: That the City Council consider approving the proposed Century Link Franchise Agreement.

INFORMATION: The City used to have a franchise agreement with Qwest. That agreement has lapsed. Century Link works under the premise that if a city wants to have an agreement with them then the city should initiate the process to approve on. Attached is the proposed franchise agreement with Century Link and Alpine City. It has been reviewed by David Church, City Attorney. There are financial benefits to the City in having such an agreement in place.

RECOMMENDED ACTION: That the City Council consider whether they want to approve the proposed Century Link Franchise Agreement.

ORDINANCE NO. 2016-22

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("CENTURYLINK") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF ALPINE CITY, UTAH ("THE CITY").

The City hereby ordains that it is in the public interest to grant CenturyLink a Franchise to operate the System pursuant to the terms and conditions contained herein.

SECTION 1. Grant of Franchise. The City hereby grants to CenturyLink the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its cables and related appurtenances ("Facilities") in, under, along, over and across the present and future streets, alleys and public ways in the City ("Public Ways"), including for the purpose of providing telecommunication services to the City's inhabitants.

SECTION 2. Acceptance by CenturyLink. Within sixty (60) days after the passage of this Ordinance by the City, CenturyLink shall file an unqualified written acceptance thereof with the City Recorder; otherwise the Ordinance and the rights granted herein shall be null and void.

SECTION 3. Term. The initial term of this Franchise is ten (10) years commencing on the date of Acceptance by CenturyLink as set forth above in Section 2 and shall automatically renew from year-to-year unless either party gives advance written notice to the other party at least 120 days prior to expiration of the initial term or subsequent annual term requesting the parties enter into good faith discussions to reach terms of a new agreement.

SECTION 4. Records Inspection. CenturyLink shall make available to the City, upon reasonable advance written notice of no fewer than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as CenturyLink can reasonably make available. Subject to applicable laws, any information that is provided to the City and/or that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to CenturyLink following review. The City will not make copies of such information.

SECTION 5. Non-Exclusive Franchise. The right to use and occupy the Public Ways shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted CenturyLink herein.

SECTION 6. City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law. The City agrees to promptly notify CenturyLink of any such changes potentially applicable to this Franchise.

SECTION 7. Indemnification. The City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by CenturyLink of its Facilities. CenturyLink shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of CenturyLink's use of the Public Ways. The City shall: (a) give prompt written notice to CenturyLink of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit CenturyLink to assume the defense of such claim, demand, or lien. CenturyLink shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, CenturyLink shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors, and/or employees.

SECTION 8. Insurance Requirements. CenturyLink will maintain in full force and effect for the Term of the Franchise, at CenturyLink's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of Utah, or will provide self-insurance reasonably satisfactory to the City, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System by CenturyLink. Such insurance will be in an amount not less than \$1,000,000.00. CenturyLink will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. Evidence of such insurance will be provided to the City upon request.

SECTION 9. Annexation. When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail to CenturyLink: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

SECTION 10. Plan, Design, Construction and Installation of CenturyLink's Facilities.

10.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

10.2 CenturyLink shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. CenturyLink will provide as-built route maps of new facilities placed in the Public Ways pursuant to a permit issued by the City. CenturyLink will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs.

10.3 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

10.4 If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or public property at CenturyLink's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

10.5 CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, each party shall first notify the other of such work and allow the other party, at its own expense, to share the trench for laying its own facilities therein, provided that such action will not unreasonably interfere with the first party's use of the trench or unreasonably delay project completion.

10.6 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect CenturyLink's Facilities, the City shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's poles, wires, conduits, conductors, pipes, and appurtenances.

10.7 CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

SECTION 11. Relocation of Facilities.

11.1 Relocation for the City. CenturyLink shall, upon receipt of advance written notice of not fewer than ninety (90) days, protect, support, temporarily disconnect, relocate, or remove any CenturyLink property located in a Public Way when required by the City consistent with its police powers. CenturyLink shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way.

11.2 Relocation for a Third Party. CenturyLink shall, at the request of any person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street, as applicable, any CenturyLink property, provided that the cost of such action is borne by the person requesting it and CenturyLink is given reasonable advance written notice. In such situation, CenturyLink may also require advance payment. For purposes of this subsection, "reasonable advance written notice" shall mean no fewer than fourteen (14) days for a temporary relocation, and no fewer than one hundred twenty (120) days for a permanent relocation.

11.3 Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by CenturyLink full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the components

of the System as otherwise provided herein. Notwithstanding the foregoing, CenturyLink shall in all cases have the right to abandon the Facilities.

SECTION 12. Vegetation Management. CenturyLink shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards.

SECTION 13. Revocation of Franchise for Noncompliance.

13.1 In the event that the City believes that CenturyLink has not complied with the terms of the Franchise, the City shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the City shall notify CenturyLink in writing of the exact nature of the alleged noncompliance.

13.2 CenturyLink shall have thirty (30) days from receipt of the written notice described in subsection 13.1 to either respond to the City, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed.

13.3 In the event that CenturyLink does not comply with subsection 13.2, above, the City shall schedule a public hearing to address the asserted noncompliance issue. The City shall provide CenturyLink at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

14.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 13.3, determines that CenturyLink is noncompliant with this Ordinance, the City may:

- A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or other equitable relief; or
- C. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 13.5.

14.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to CenturyLink. CenturyLink shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at a public hearing. The City shall cause to be served upon CenturyLink, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give CenturyLink an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. CenturyLink may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

14.6 Notwithstanding the foregoing provisions in this Section 13, CenturyLink does not waive any of its rights under applicable law.

SECTION 14. No Waiver of Rights. Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 15. Transfer of Franchise. CenturyLink's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness.

SECTION 16. Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon in writing by the City and CenturyLink.

SECTION 17. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The City:

CenturyLink:

Director, Local Government Affairs
CenturyLink
250 E 200 S
Salt Lake City, Utah 84111

and

Franchise Rights-of-Way Attorney
CenturyLink
1801 California St., 9th Floor
Denver, Colorado 80202

SECTION 18. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

CONSIDERED and APPROVED this ____ day of _____, 20____.

CITY OF ALPINE CITY

By: _____
[Name] , [Title]

ACCEPTED BY CENTURYLINK:

BY: _____

TITLE: _____

DATE: _____

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ft. Canyon Communications Approach

FOR CONSIDERATION ON: October 25, 2016

PETITIONER: Shane Sorensen, City Engineer and Public Works Director, and Rich Nelson, City Administrator

ACTION REQUESTED BY PETITIONER: That the City Council consider approving the proposed approach to improving the communication between the residents of Ft. Canyon, the City and developer while the Ft. Canyon road is being reconstructed.

INFORMATION: Residents of Ft. Canyon have asked that the City improve their communication with said residents during the reconstruction of the Ft. Canyon road. Staff is proposing that the City and the developer jointly hire a knowledgeable engineering firm to attend the weekly construction meetings of the developer, along with City staff, and communicate to the residents of Ft. Canyon on a weekly basis exactly what is planned to be going on and what is actually going on. Shane will have more information on the cost of this approach after a Tuesday meeting with them where this proposal will be further developed. Shane will send out the information, i.e. costs, on this on Tuesday. The idea is to have the City pay half of the costs and the developer pay half of the costs.

RECOMMENDED ACTION: That the City Council consider whether they want to hire an engineering firm to perform this communication function of communicating with the residents on what is happening on a weekly basis with the Ft. Canyon road project.