



ALPINE CITY COUNCIL PUBLIC HEARING and MEETING AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a Public Hearing and Meeting on **Tuesday May 9, 2017 at 6:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

I. CALL MEETING TO ORDER

II. ADJOURN TO EXECUTIVE SESSION – Discuss strategy on litigation

III. RETURN TO OPEN MEETING (7 PM)

- A. Roll Call:** Mayor Sheldon Wimmer
- B. Prayer:** Lon Lott
- C. Pledge of Allegiance:** By invitation

IV. PUBLIC COMMENT

V. CONSENT CALENDAR

- A. Minutes of April 25, 2017 City Council Meeting**
- B. Resolution No. 2017-08 Appoint Lt. David W. Boerner as representative to the North Utah Valley Animal Shelter District**
- C. Fire Service Interlocal Agreement with Utah County**
- D. Partial Bond Release – Three Falls Ranch Phase 2**

VII. ACTION/DISCUSSION ITEMS

- A. Tentative Budget, Fiscal Year 2017-18:** Review and Accept the 1017-18 Tentative Budget.
- B. PUBLIC HEARING – Amending Alpine City’s Annexation Policy Plan.** The proposed amendment will include properties totaling approximately 210 acres northeast of Alpine (Pine Grove and North Area) in the Alpine Annexation Policy Plan.
- C. Alpine Olde Towne Centre Lot B, Amended - Commercial Condominium** – Larry Hilton
- D. Heritage Hills, Plat C** – Property exchange with Downing Akin for the purpose of drilling a well
- E. Ordinance No. 2017-05 Amending Municipal Code, Pt. 13-240 - Dog Registration and Licensing**
- F. Interlocal Agreement with Highland City** – Construction of 4800 West right-turn lane
- G. Interlocal Agreement with Utah County - Administer Alpine City’s 2017 Municipal VBM Election**
- H. Contract for Accounting Services with Dave Sanderson**
- I. Fireworks/Open Fire Policy**
- J. Lambert Park Master Plan**

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.**

Mayor Sheldon Wimmer
May 5, 2017

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need a special accommodation to participate, please call the City Recorder’s Office at (801) 756-6241.

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

PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

Public Hearing 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 25, 2017

I. CALL MEETING TO ORDER

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

Mayor Sheldon Wimmer

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

Staff: Shane Sorensen, Charmayne Warnock, David Church, Alice Winberg, Jason Bond, Chief Brian Gwilliam,

Others: Neil Hanse, Mike Kennedy, Maggie Staib, Sylvia Christiansen

B. Prayer: Troy Stout

C. Pledge of Allegiance: Nathan Hunter

II. PUBLIC COMMENT

Nathan Hunter said that for his Eagle Scout project he would work on the rodeo trail in Lambert Park. It was badly eroded and rutted. He would rake the trail and fill in the ruts with new dirt. He would also put stickers on the signs that warned people not to ride when it was muddy. He asked if the City could help out with the cost of the stickers, and the Council indicated they would. Troy Stout said there were types of dirt that resisted erosion. He suggested they get a group together and discuss the best way to do it.

Maggie Staib said she lived on Cascade Avenue and her lot backed up to the public open space. She asked the Council if it would be okay to access the back of their property via the road through the city property. The Council indicated that would be fine, and thanked her for asking for permission.

III. CONSENT CALENDAR

A. Minutes of April 11, 2017 City Council meeting

B. Purchase of a 2017 Ford Truck - \$24,660.00

C. Resolution No. R2017-07 Municipal Wastewater Planning Program Annual Report

Shane Sorensen explained that the truck was actually in next year's budget but if they ordered it now, they would get a lower price. It would be paid for out of the next year's budget.

In regard to the wastewater report, Roger Bennett asked about improving the ratings of the public works employees to get a better score. Shane Sorensen said he sent at least two down to St. George every year for training, but would look hard for opportunities for training. Lon Lott said there were online training opportunities.

MOTION: Kimberly Bryant moved to approve the Consent Calendar. Lon Lott seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant, Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion passed.

IV. REPORTS AND PRESENTATION:

A. Legislative Update – David Church: David Church said the state legislature had passed 104 different bills that affected cities one way or another. Some of them limited what the cities could do; others provided opportunity to do more or changed the way cities did thing. He reported on a few that were most relevant to Alpine.

- The fire code was amended to limit cities' ability to require fire sprinklers in homes.
- Plan check reviews for new construction had to be done with 14 days after they were submitted.
- If an elected official missed meetings for more than 60 days straight, they were deemed to have vacated their position, unless they had received specific permission from the council to be absent.
- Candidates in elections could not use city supplied email to solicit donations.
- Local budget hearings had to be noticed on the state website, local website, and newspaper.

- Public funds had to be deposited at least once every three banking days.
- Transfers from the enterprise funds had to go through a formal process with notices and advertising.
- Previous law stated that the treasurer and recorder were to be reappointed every two years. The two-year term was taken out.
- Job applications to the city could not screen out applicants based on a criminal background, meaning that the application could not state that if the person had a criminal record, he/she could not apply. However, the issue could be brought up in an interview.
- New rules were adopted on reimbursement from employees using city credit cards for personal items.
- A business license fee could no longer be charged for home occupations unless the business spilled out of the home, but cities could still require a license.
- Cities could not require a food truck to get a business license if the truck was already licensed in some other city and had a food handlers permit. Cities could not prohibit food trucks in the commercial zone or on private property.
- In matters of civil enforcement such as a zoning ordinance, misdemeanors could only be issued by a policeman.
- Ambiguities in land use ordinance were interpreted in favor of the citizen.
- The definition of land use was broadened to include specification such as the thickness of the asphalt on a road. They were considered land use regulations and had to be adopted by a government body.
- Cities could not prohibit the advertising of short-term rentals on a website, nor could such advertisement be used as evidence of a short-term rental. Cities could still prohibit short-term rentals or regulate them but they could not prohibit advertising.
- Impact fee amounts had to be included in each fiscal year report.
- Public meetings minutes were not required to have as much detail but could have bullet points and the tape recording on the meeting should be available online.
- Disclosure regarding responsibility for sewer laterals and water service must be made to the customer two times per calendar year. Homeowners were responsible for the water line from the meter to the house, and for the sewer line from the sewer main to the house. David Church recommended making it a permanent disclosure on the utility bill.

David Church said those were the changes that affected the city directly. There were other changes in elections laws, referendums, and the annexation of islands, bonds and financing. He said the City needed to tighten up the zoning ordinance and eliminate the ambiguity.

B. Report on Legislative Session: Representative Mike Kennedy

Representative Mike Kennedy thanked David Church for his thorough review of legislative action. He said one of his goals on the legislature was to watch the money being spent. This session they spent 16.2 billion dollars. He asked for input from the cities and if they had issues with some of the proposed bills, he would like to hear from them. He had developer colleagues who were interested in seeing things happen fast, and if he didn't hear from his constituents, he tended to go along with the bill they proposed.

Mr. Kennedy said the bill on Airbnbs was very long but grew smaller as time went by. It did impose some infringements on city council's but it allowed someone to use their property as they wanted. He said it was a pleasure to serve this district and noted that Alpine City did an outstanding job taking care of the basics such as pothole repair. He mentioned he had a pothole near his home.

Mayor Wimmer asked him about safety inspections on cars. Mr. Kennedy said they had eliminated the requirement for safety inspections but emission testing was still required. It would go into effect next year.

Troy Stout asked about the death penalty for sex offenders. Mr. Kennedy said there was a concern that they would be adding more people to death row, and the bill died. Mr. Stout also asked about gravel trucks that spewed gravel all over the road and had a sign on them that said they were not liable. David Church said they could have the sign on their truck but it didn't mean they were not responsible.

1 Representative Kennedy said he was working with Representative Hemmert on trying to get the east/west corridor
2 between Alpine Highway and 4800 West.

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

5
6 **A. Budget Discussion – Fiscal Year 2017-18:** Shane Sorensen said the earlier version of the Tentative
7 Budget was included in the packet along with the Capital Outlay detail, a budget summary from the Lone Peak PSD,
8 and an Equipment Replacement Schedule. At the meeting, he provided additional information in the form of an
9 outline of the budget, which he reviewed it.

10
11 Some of the budget items Mr. Sorensen reviewed in slightly more detail were:

- 12
- 13 • Building permits for new homes had declined since 2014 but he anticipated they would increase
14 significantly when the subdivisions in process began selling lots.
- 15 • The current finance director, Alice Winberg, would be leaving and they were looking at different options to
16 replace her. The finance director for Lehi City had contacted him and said he contracted with smaller cities
17 to do some of their financial work so they were considering using him. Shane Sorensen said he was
18 planning to increase the hours of Cortnie Graham who worked as the part-time administrative assistant for
19 Public Works. She would take on HR and payroll. They would be meeting the following week with staff to
20 discuss other aspects of the job.
- 21 • In regard to utility rates, Shane Sorensen said they would finalize the study on the Box Elder rates, evaluate
22 the PI rates as they moved forward with the metering project, and increase the rates for trash and recycling
23 (second cans) since ACE was increasing their rates.
- 24 • It was proposed they look at increasing the salaries for the mayor and city council, and create a policy to
25 provide funding for electronic devices.
- 26 • It was proposed the budget include \$10,000 to \$20,000 for deer control and removal.
- 27 • The Alpine Days budget was previously approved at \$134,450. The budget for the rodeo was \$25,000
28 along with funds to replace the wood bleachers with aluminum.
- 29 • Other items proposed to be included in the budget were: 1) a server for the Public Works Department; 2)
30 City Hall security and council room upgrades.

31
32 Capital Improvement Projects included in the budget were:

- 33
- 34 • Canyon Crest right-turn lane - \$11,103.
- 35 • Fire Station remodel - \$100,000
- 36 • Improve Canyon Crest sidewalk, 600 North, Grove Drive - \$200,000 to \$400,000
- 37 • Main Street PRV - \$43,000
- 38 • 600 North water line
- 39 • Waterline replacement project \$100,000
- 40 • Fire hydrant replacements \$20,00
- 41 • USGS Optimization Model \$10,000 for culinary and PI
- 42 • Automated Meter Read System for culinary
- 43 • Automated Meter Read for pressurized irrigation. Applying for \$1M grant but will require matching fund
44 from Alpine City for \$500,000
- 45 • Drill new well
- 46 • A/C in Healey and Ranch wells to keep the motors from burning out.
- 47 • 600 North storm drain \$140,000
- 48 • Lambert Park improvements
- 49 • Dry Creek Trail \$20,000
- 50 • Moyle Park improvements
- 51 • Burgess Park improvements
- 52 • Park Maintenance Building
- 53 • Cemetery Expansion

1 Shane Sorensen briefly reviewed equipment that would need to be replaced. He noted that the City had sold surplus
2 equipment for \$37,711.
3

4 **B. Creekside Estates, Minor Subdivision- Final Plat Approval:** The proposed 2-lot subdivision was
5 located on Matisse Lane and consisted of 1.9 acres. The owner was proposing to split a lot with an existing home on
6 it and create two lots, both with frontage on 200 North. Jason Bond explained that the subdivision had gone through
7 two other configurations that didn't work out because members of the homeowners association didn't support it. The
8 Planning Commission had reviewed the plat and recommended final approval.
9

10 **MOTION:** Ramon Beck moved to grant final approval to Creekside Estates minor subdivision with the following
11 conditions:
12

- 13 1. The developer meet the water policy.
- 14 2. The developer provide a construction cost estimate for bonding purposes.
15

16 Troy Stout seconded. Ayes: 5 Nays: 0. Ramon Beck, Troy Stout, Kimberly Bryant, Lon Lott, Roger Bennett voted
17 aye. Motion passed.
18

19 **C. Approval of Exotic Animal – Will Jones:** Jason Bond said the ordinance required City Council
20 approval for a resident to keep an exotic animal. He said Will Jones' request to keep a kangaroo had been reviewed
21 by the Planning Commission who recommended approval. Will Jones said it was a small kangaroo, not a large red
22 one which could be aggressive.
23

24 **MOTION:** Ramon Beck moved to allow Will Jones to keep a kangaroo. Troy Stout seconded. Ayes: 5 Nays: 0.
25 Ramon Beck, Troy Stout, Roger Bennett, Kimberly Bryant, Lon Lott voted aye. Motion passed.
26

27 **D. Municipal Recreation Grant 2017:** Jason Bond said that each year cities could apply for a Municipal
28 Recreation Grant. Grants over two thousand dollars had to be used in the year it was issued rather than rolled over
29 and accumulated as had been done in the past. He proposed the grant be used to grade some sections of the Dry
30 Creek Trail. He described the trail and showed it on the map. He said they still had \$20,000 from the previous year
31 budget which they would apply to the trail. They were hoping to get the trail paved when property transfers were
32 completed. The amount of the grant was \$5,403.73. The funds were payable on a reimbursement basis only.
33

34 **MOTION:** Lon Lott moved to approve the application for the 2017 Municipal Recreation Grant with funds to go
35 toward improving the Dry Creek Trail. Kimberly Bryant seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant,
36 Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion passed.
37

38 **E. Ordinance No. 2017-05. Dog Licensing:** Chief Brian Gwilliam said it had been close to two decades
39 since Alpine City had handled dog licensing for the community. Since that time, the North Utah Valley Animal
40 Shelter had taken over licensing and fees. Everything was done countywide with the Animal Shelter and the Lone
41 Peak Police Department acted as the liaison. The proposed amendment would update the ordinance to reflect was
42 actually being done. The proposed amendment would also replace the Hobby Breeders Permit with a Kennel Permit.
43

44 Neil Hansen – Hillside Circle. Mr. Hansen thanked the Council for their service. He said he had three dogs and had
45 a Hobby Breeders permit, although he did not breed his dogs. He said he had several concerns with the definition of
46 the Kennel permit. It could be construed as requiring an outdoor kennel. He said he kept his dogs in the home with a
47 dog door so they could go outside if they wished. He would like to see the language changed so dogs could be
48 kenneled inside the home. Another concern he had was that is said a female with a litter had to be separately
49 kenneled. It also said they couldn't have cats and dogs together. In many instances homeowners had both cats and
50 dogs. Basically, the regulations read more like what you'd expect for a commercial kennel rather than for
51 homeowners with more than two dogs.
52

53 Kimberly Bryant said she thought those were good points, and noted there were people with more than two dogs
54 who took better care of their pets than they did their kids.
55

1 Charmayne Warnock said the kennel regulations came from Lehi City's code and may not reflect Alpine City's
2 needs. She said the problem they were running into was that the Alpine's ordinance allowed only two dogs. Alpine
3 residents who had more than two dogs, were licensing only two of them because they didn't want the other dogs
4 confiscated. There needed to be a way to address that situation.

5
6 David Church said kennel licenses were a very specific thing and were generally zoned out of residential areas. He
7 said two or three dogs was a common number of dog in other cities. Perhaps the solution to the problem was to
8 change the number of permitted dogs to three or four.

9
10 **MOTION:** Troy Stout moved to table the ordinance for further study. Kimberly Bryant seconded. Ayes: 5 Nays: 0.
11 Troy Stout, Ramon Beck, Roger Bennett, Kimberly Bryant, Lon Lott voted aye. Motion passed.

12
13 **F. Approve Relocation of Cross-Country Waterline:** Shane Sorensen asked the City Council to
14 consider approving the relocation of a waterline which ran on the uphill side of some houses. It would not be a good
15 situation if the line broke and flooded the homes below. He said the line in question was the sole feed to Lakeview
16 Drive and Fort Canyon. He proposed relocating the 12-inch line to the street. The bid came in at \$725000, which
17 would be taken from the unappropriated fund balance. It might require a budget opening.

18
19 **MOTION:** Troy Stout moved to approve the relocation of the 12-inch water line to the street. Kimberly Bryant
20 seconded. Ayes: 5 Nays: 0. Troy Stout, Ramon Beck, Roger Bennett, Kimberly Bryant, Lon Lott voted aye. Motion
21 passed.

22 23 **VI. STAFF REPORTS**

24
25 Jason Bond reported on the following.

- 26 • The Moyle Park Committee had a meeting to review updates to the Moyle Park Master Plan.
- 27 • Larry Hilton was amending his condominium plan for the office building by the roundabout.
- 28 • The Hartvigsen Appeal on the Summit Point approval would be May 18th.

29
30 David Church said the Council needed to make a decision on whether or not they would condemn the sewer for the
31 Oberee development. They also needed to discuss condemning the necessary ROW for Grove Drive. The agreement
32 on the annexation stated that the developer would cover the costs if eminent domain became necessary. If a majority
33 of the Council was opposed to condemnation, they needed to let the staff know before staff spent a lot of time and
34 money on the process. If they did not choose to condemn an easement for the sewer, the other option would be to
35 allow a lift station. He said the developer would pay for the condemnation process but the City would hire the
36 attorney. He recommended Jody Burnett. Troy Stout said he would be inclined to vote no and Kimberly Bryant
37 agreed with Mr. Stout.

38
39 Shane Sorensen reported on the following:

- 40 • The nightwork on the Fort Canyon Road was going well.
- 41 • The snow report showed Snowbird with 52 inches of water. They were at 195 percent of normal.
- 42 • They would probably have Rob Wallace at the next Council meeting
- 43 • If Councilmembers had changes to the budget, they were to let him know.

44 45 **VII. COUNCIL COMMUNICATION**

46
47 Lon Lott reported on the meeting with the DNR to discuss Lambert Park. Troy Stout was present and it was a very
48 productive meeting. They DNR was working expanding the bow hunt area for deer which would allow them to
49 come into Alpine's open space areas. Sheldon Wimmer said the DNR would show them how to do the nonlethal
50 method of transporting the deer.

51
52 Kimberly Bryant said the Easter Egg Hunt was very successful. She thanked Lon Lott and the Mayor for attending.
53

1 Roger Bennett said he still had concerns about the business Purple which was parking commercial trucks on 200
2 North. It was seriously changing the character of their neighborhood. Shane Sorensen said a scout was supposed to
3 be painting the curbs to restrict parking.

4
5 Ramon Beck asked if the police could patrol Main Street and issues citations. Speeding was a problem.

6
7 Sheldon Wimmer passed out some information on the proposed Alpine Cove Annexation for review. He said it
8 would be on a future agenda as well as Lambert Park Estates.

9
10 Relative to the lawsuits, Mayor Wimmer told the Council that he had received a message from Barry Johnson asking
11 him to remind the Council to be careful and not divulge any of the information that was being discussed.

12
13 **MOTION:** Troy Stout moved to adjourn. Ramon Beck seconded. Ayes: 5 Nays: 0. Troy Stout, Ramon Beck,
14 Roger Bennett, Kimberly Bryant, Lon Lott voted aye. Motion passed.

15
16 The meeting was adjourned at 9:30 pm.
17
18

RESOLUTION NO. R2017-08

A RESOLUTION OF ALPINE CITY APPOINTING LT. DAVID W. BOERNER AS ITS REPRESENTATIVE ON THE BOARD OF TRUSTEES OF THE NORTHERN UTAH VALLEY ANIMAL SERVICES SPECIAL SERVICE DISTRICT.

WHEREAS, Alpine City participates in the Northern Utah Valley Animal Services Special Services District; and

WHEREAS, Alpine City may appoint a member to the governing board of the Northern Utah Valley Animal Services Special Service District; and

WHEREAS, the term of Chief Brian Gwilliam of the Lone Peak Public Safety District has expired and Chief Gwilliam has recommended the appointment of Lt. David W. Boerner to the Board;

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

1. That the Mayor does hereby appoint and the City Council does hereby consent to the appointment of Lt. David W. Boerner to fill the City's appointed position on the board of the Northern Utah Valley Animal Services Special Services District, to serve until the term of office expires or until his successor is appointed or qualified, whichever is latest.

2. This resolution shall take effect upon passing.

Passed and dated this _____ day of _____, 2017.

Mayor

Attest:

Recorder.

FIRE SERVICE INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and _____ CITY, hereinafter referred to as AGENCY, a political subdivision of the State of Utah empowered to contract with their principal offices currently located at 100 East Center, Provo, Utah, and _____ Utah, respectively.

WITNESSETH:

WHEREAS, COUNTY is responsible to provide adequate fire protection in the unincorporated area of Utah County (UCA 11-7-1); and

WHEREAS, the COUNTY is desirous of contracting with AGENCY for the performance of the hereinafter described services within a portion of the unincorporated area of the COUNTY to assist COUNTY to provide adequate fire protection in the unincorporated area of Utah County; and

WHEREAS, the AGENCY has fire protection capabilities and is willing to provide fire protection, and extrication services to the COUNTY as outlined below in accordance with applicable laws, rules and regulations; and

WHEREAS, the governing body of every incorporated municipality and the board of commissioners of every county shall provide adequate fire protection within their own territorial limits and shall cooperate with all contiguous counties, municipal corporations, private corporations, fire districts, or federal governmental agencies to maintain adequate fire protection within their territorial limits (UCA 11-7-1); and

WHEREAS, all the privileges and immunities from liability which surround the activities of any county or municipal corporation fire-fighting force or fire department when performing its functions within the governmental unit's territorial limits shall apply to the activities of that governmental unit's fire-fighting force or department while furnishing fire protection outside its territorial limits under any contract pursuant to Section 11-7-1; and

WHEREAS, such contracts are authorized and provided for by the provisions of the Utah Interlocal Cooperation Act,

NOW THEREFORE the parties hereto agree as follows:

DEFINITIONS

The following terms shall have the meaning indicated below.

Cultivated Land. Land that has been cleaned and has cultivated crops, such as grain fields.

Fire Call. Response to a fire in the unincorporated area of Utah County when notified by Dispatch except for wildland fires on state or federal property.

Hazardous Occupancies. Locations, structures or land uses defined or designated as Hazardous Occupancies by the International Fire Code.

Incident. Any occurrence where firefighting resources are committed to a scene pursuant to this Agreement in the unincorporated area of Utah County except for wildland fires on state or federal property.

Initial Attack Force. Resources initially committed to an incident.

Standby. Fire resources staged in reserve during an incident and available for emergency response.

Structure. Anything constructed, the use of which requires fixed location on the ground, or attachment to something having a fixed location upon the ground.

Wildland. Land which is in an undeveloped, natural state, lacking structures or cultivated crops.

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and AGENCY. The initial term of this Agreement shall be from the execution hereof by all parties until June 30, 2017. This Agreement shall automatically renew at the end of the initial or any renewal terms for five further one-year periods upon the same conditions and terms as stated herein unless COUNTY notifies the AGENCY in writing of its intent to terminate at least 90 days prior to the end of any initial or renewal term. The Interlocal Cooperation Agreement does not take effect until executed copies are filed with the keeper of records of each

of the parties. Unless previously terminated in accordance with any prior agreements with AGENCY for fire protection services, any and all prior agreements, practices, course of dealings and understandings for AGENCY to provide fire protection services for COUNTY are hereby terminated. All future dealings of the parties related to fire protection services provided in unincorporated Utah County shall be governed by this Agreement.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

The COUNTY and AGENCY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement. The COUNTY and AGENCY agree that, pursuant to Section 11-13-207 Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books shall be open for examination by AGENCY at reasonable times on reasonable notice. All records created or received by the COUNTY in accordance with this Agreement shall be COUNTY records.

Section 3. PURPOSES

This Agreement has been established and entered into between the COUNTY and AGENCY for the purpose of outlining the circumstances and conditions under which AGENCY will provide fire protection services to a portion of the unincorporated area of Utah County.

Section 4. PROVISION OF SERVICES

A. Fire Response Area. In accordance with available equipment, personnel certification and training levels, except for wildland fires on state or federal property, AGENCY agrees to provide fire protection services to the unincorporated portions of Utah County within the fire response area(s) assigned to AGENCY as indicated on the Utah County Fire Response Area map attached as Exhibit A (hereinafter the Fire Response Area) whenever called upon to do so by AGENCY'S dispatch center, (hereinafter "Dispatch"). If AGENCY is not dispatched by Utah Valley Dispatch SSD, AGENCY shall direct its dispatch center to immediately notify Utah Valley Dispatch SSD of all fires in the Fire Response Area. Upon notification from AGENCY'S dispatch center, Utah

Valley Dispatch SSD will simultaneously contact the Utah County Fire Marshal for all fires except for wildland fires on state or federal property in the Fire Response Area unless directed otherwise by COUNTY through the COUNTY incident commander.

The COUNTY shall have no responsibility for an incident call answered by AGENCY outside the corporate limits of the COUNTY, an incident call answered by AGENCY within the corporate limits of any municipality, except for unincorporated islands within said limits, nor for incidents on State and Federal lands. The COUNTY shall be responsible for the enforcement of State and County laws, including the International Fire Code as adopted by the State of Utah and COUNTY, within the Fire Response Area. The COUNTY shall be responsible to conduct appropriate onsite fire inspections within the Fire Response Area, including hazardous occupancies. The AGENCY and COUNTY shall comply with all Federal, State, and Local regulations in carrying out its obligations under this contract. COUNTY will have no responsibility to compensate AGENCY for resources which exceed the resources directed by COUNTY through the COUNTY incident commander.

Compensation for wildland fires on Federal and State owned properties are excluded from this Agreement. Billings for wildland fire responses on State and Federal owned properties will be submitted to Utah County under the applicable State and/or Federal agreement in effect on the date of the fire response.

B. Standards of Operation. In accordance with available equipment, personnel certification and training levels, AGENCY agrees to provide vehicle, structure and non structure fire protection to the Fire Response Area, and to comply with applicable laws, rules and regulations, subject to the response priorities set forth in Section 4.F. All engines dispatched on unincorporated area fires shall transmit and receive on Dispatch radio frequencies. All AGENCY personnel responding to a wildland fire after initial attack shall be Red Card Certified per the Utah Fire Service Certification Council, and shall receive sufficient in-service training to maintain those levels of certification. AGENCY's fire protection services in the Fire Response Area shall be performed in substantial compliance with all applicable rules and regulations set by the National Fire Protection Association (NFPA) and NWCG. Extrication equipment will be placed on fire engines responding to vehicle accidents. Separate fees for rescue trucks for extrication will not be allowed or paid unless additional extrication resources are necessary for life saving measures or otherwise requested by COUNTY.

C. Incident Command Organization. AGENCY and the COUNTY agree to respond and operate under the Incident Command System (ICS). As appropriate, the Utah County Fire Marshal, the County Sheriff or their designee, and the AGENCY fire chief, or his/her designee shall, at the discretion of COUNTY, establish an incident or unified command on all incidents AGENCY is dispatched to occurring within the Fire Response Area. In the absence of the Utah County Fire Marshal, the Sheriff or their designee, the Incident Commander shall be the AGENCY Chief or his designee according to AGENCY'S operating procedure until transfer or relief of incident command by the Utah County Fire Marshal, the County Sheriff, their designee, or the federal or state onsite designee for wildland fires on federal or state lands. Relief or transfer of incident command insomuch as is possible shall be orderly, face to face, and announced via dispatch to document the command transfer and inform fire personnel. The on-scene Incident Commander shall have the authority to increase or decrease the necessary level of services required per incident. The on-scene Incident Commander shall as soon as possible release equipment and personnel from an incident which are not necessary or no longer being utilized at the incident.

Except for wildland fires on state or federal property, when responding to a fire, AGENCY will also promptly notify the County Fire Marshal or his designee upon arrival on scene. AGENCY's initial resources may be relieved as determined by the County Fire Marshal or his designee.

1. Wildland fires. AGENCY will respond to wildland fires on state and federal lands only when dispatched to do so by the Northern Utah Interagency Fire Center (NUIFC) or by Dispatch at the request of the County Fire Warden or his designee. If AGENCY is dispatched to a wildland fire on federal/state land by any other dispatch center, AGENCY will contact NUIFC prior to response and respond only when authorized by NUIFC. When AGENCY is dispatched to a wildland fire by NUIFC, AGENCY shall relinquish incident command to the County Fire Warden, his designee or federal/state forces whenever requested to do so. AGENCY will not act as a wildland fire incident commander unless on initial attack, or unless qualified as an incident commander under National Wildland Coordinating Group (NWCG) standards and no federal, state or county NWCG qualified incident commander is present. AGENCY will not respond lights and sirens to wildland fires which are reported on federal land. AGENCY personnel responding to wildland fires reported on federal/state land

will be red card certified with required protective equipment. When responding to wildland fires on federal/state lands, AGENCY shall also comply with the Northern Utah Annual Operating Plan for Fire Management between the Forest Service, BLM, National Park Service, BIA, USFWS and the State of Utah in effect in on the date of the incident. For wildland fire responses on federal and state lands, AGENCY will only respond with the equipment and personnel indicated by the applicable NUIFC Runcard Zone in effect on the date of the incident, or as otherwise requested by NUIFC, authorized by the federal/state agency with jurisdiction or requested by the County Fire Warden or their designee. AGENCY resources responding to a wildland fire shall be capable of accessing and actively suppressing a wildland fire, shall meet NWCG engine classifications and shall not exceed 3 engines on initial attack.

When responding to wildland fires, AGENCY will also promptly notify NUIFC upon arrival on scene. Upon receipt of a fire size up, the agency with jurisdiction will provide AGENCY with guidance and authorization. The agency with jurisdiction shall relieve AGENCY's initial resources as determined by the federal/state duty officer, the County Fire Warden or their designee, unless a documented field agreement (documentation such as dispatch log could be sufficient) is made to continue authorized actions. AGENCY will also advise the federal/state land manager with jurisdiction, the County Fire Marshal or County Fire Warden as applicable when responding to non wildland fire incidents on state and federal lands.

D. Reports and Billing. Within 30 days of an incident, AGENCY shall submit to COUNTY a completed copy of the Utah Fire Incident Report System (UFIRS) report for any fire call within the Fire Response Area with all applicable sections for each fire incident accurately completed. For each fire incident AGENCY shall report each piece of equipment to Dispatch which is sent to, and necessary for the incident, enabling Dispatch, for each piece of equipment, to document the time of departure for the incident, time of arrival at the incident, departure from the incident, the return of the equipment to the station and when the equipment is available for another incident. Time billed for equipment and manpower shall be determined by dispatch logs.. Rehabilitation time necessary to restore equipment to operational status terminates once the resource is placed back "in-service" or "available". No rehabilitation time for equipment shall exceed two hours.

AGENCY shall also submit to COUNTY a fully completed and accurate Utah County Fire Report and Billing Form within 30 days of each incident. This report and the UFIRS report

are necessary for the purpose of receiving reimbursement for fighting fires based on the rates set forth in this Agreement. In order to track all expenses related to suppression, billing shall, for each piece of equipment, be based on the entire time that each piece of AGENCY equipment is responding to the fire at the rates listed in Exhibit "C" as documented by dispatch logs. The Guaranteed Fire Apportionment Payment will reduce the amount billed for the first hour of that period and will be deducted from the total billing. Providing the County Fire Report and Billing Form and the UFIRS report to COUNTY in a timely manner, within 30 days of an incident, is a requirement for payment of services. AGENCY will refund COUNTY for any expenses reimbursed to AGENCY from third parties which are paid to AGENCY by COUNTY.

The AGENCY shall at any time during normal business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination, all of its records and data with respect to any specific incidents in the unincorporated area of Utah County to which the AGENCY responds and shall permit the COUNTY or its authorized agent or representative to audit and inspect all invoices, materials, payrolls, records of personnel and conditions of employment and other data relating to incidents covered by this Agreement.

Upon written request, the AGENCY agrees to provide COUNTY with a copy of any Interlocal Mutual Aid Fire Protection Agreement which the AGENCY has or subsequently enters into with any other municipality. AGENCY consents to COUNTY becoming a party to all Interlocal Mutual Aid Fire Protection Agreements between municipalities. County's membership therein will not, in any way, obviate its obligation to make the payments and honor the other commitments of this Agreement.

E. Water Flow. AGENCY agrees to respond to all residential structure calls for service with not less than 2000 gallons of water (total combined in all responding vehicles) and with the ability to replenish that supply.

F. Multiple Alarms. Alarms for fire suppression or other responses within the Fire Response Area shall be answered in the sequential order in which they are received insofar as is practical. When multiple incidents require AGENCY to respond simultaneously to an in-city and an unincorporated area alarm, or to two or more unincorporated area alarms, responses shall be based upon the following priorities:

1. All in-city fire alarms.
2. Unincorporated area fire alarms involving structures.

3. Unincorporated area fire alarms involving vehicles.
4. Unincorporated area fire alarms involving cultivated lands in the Fire Response Area when called by Dispatch or at COUNTY'S request.
5. Unincorporated area alarms involving a wildland fire posing a threat to forest, range, or watershed lands in the Fire Response Area when called by NUIFC for federal/state lands.
6. Other fires in the Fire Response Area when called by Dispatch or at COUNTY'S request.

Once a response has occurred, AGENCY will not leave the call prematurely. Subject to Section 4.C., when AGENCY responds under this Agreement, AGENCY personnel and equipment will remain at the scene, which in the best judgment of the Incident Commander are adequate and necessary for the incident.

G. Service Outside Designated Fire Response Area. The COUNTY shall pay AGENCY upon presentation of an itemized bill for service in unincorporated Utah County outside the Fire Response Area whether covered by a mutual aid agreement or not, according to the rates in effect under this Agreement on the date of the incident, whenever:

1. AGENCY is called upon to assist another municipality through an on-scene incident commander or designee at an incident within the unincorporated area of Utah County and outside AGENCY'S Fire Response Area, or;
2. AGENCY is called at COUNTY request to provide first response to an incident within the unincorporated area of Utah County outside the Fire Response Area.

H. County Responses within Agency. If COUNTY responds to an incident within the AGENCY city limits, COUNTY will bill AGENCY using the rates contained in Section 5 below for any response requested by AGENCY.

I. AGENCY shall request, and COUNTY shall, if manpower and resources permit, remain or report to a fire incident in the Fire Response Area after a fire has been extinguished if necessary for any purpose, including but not limited to, fire or criminal investigations, flare up control, and standby.

Section 5. COMPENSATION

A. THE GUARANTEED FIRE APPORTIONMENT PAYMENT

AGENCY agrees that the Guaranteed Fire Apportionment Payment will provide COUNTY with incident coverage for the first hour of response to an incident.

A Guaranteed Fire Apportionment Payment is to be paid to the AGENCY by the COUNTY and shall be calculated based on the formula described in EXHIBIT B attached hereto and incorporated herein by this reference. Beginning each AGENCY fiscal year, AGENCY shall receive notice of the amount of the Guaranteed Fire Apportionment Payment, which shall be paid in quarterly payments due the first week of July, October, January, and April, plus any hourly sum due pursuant to this section, which hourly sums shall be due within thirty (30) days of billing. Quarterly payments shall be made by COUNTY pursuant to the formula set forth herein. The Guaranteed Fire Apportionment Payment shall be adjusted annually in order to make a fair distribution of funds, based on the number of county improved parcels, AGENCY responses to COUNTY fires, annexations, and COUNTY fire expenditures. Responses shall be based on a five-year average of the five most current years for which data is available. The total amount available for the Guaranteed Fire Apportionment in SCHEDULE B shall be modified annually based on the property tax collections in Utah County Special Service Areas 7 and 9.

B. The COUNTY agrees to pay AGENCY for AGENCY manpower and AGENCY equipment for fire services under this Agreement in accordance with the Engine Classifications, Apparatus Classifications, Water Tender Requirements, and vehicle, equipment and personnel Standard Rate Structure for FD Engines and FD Rates for FEPP Engines contained in the Utah Division of Forestry, Fire and State Lands Fire Department Manual in effect on the date of the fire incident or as otherwise stated in Exhibit C. Only AGENCY volunteers and employees and AGENCY owned resources are reimbursable under this Agreement. COUNTY agrees to make payment to AGENCY for each piece of AGENCY equipment dispatched to an incident by Dispatch as documented by dispatch logs. The Guaranteed Fire Apportionment Payment will reduce the amount billed for the first hour of an incident and will be deducted from the total billing.

C. Manpower not included in the Standard Rate Structure for FD Engines or FD Rates for FEPP Engines will be compensated as provided below. Equipment not provided for above, not listed in Exhibit "C" or not subject to FEPP rates will be billed as provided in the

Utah Division of Forestry, Fire and State Lands Fire Department Manual in effect on the date of the fire incident. Only AGENCY volunteers, employees and AGENCY owned resources are reimbursable under this Agreement.

Manpower not included in the Standard Rate Structure for FD Engines or FD Rates for FEPP Engines shall be paid at the following rate: \$7 per hour for standby; \$12 per hour for each non-certified Fire Fighter 1; \$15 per hour for each certified Fire Fighter 1. To the extent possible, only certified Fire Fighter 1 personnel will respond. Personnel responding to wildland fires on state or federal lands and other wildland fires will, after initial response, have “red cards.”

E. Billing. The UFIRS report and Utah County Fire Report and Billing Forms complying with Section 4.D detailing the services rendered must be submitted as provided in Section 4.D. All Utah County Fire Report and Billing Forms for fires occurring in the month of December must be submitted on or before January 31st of the ensuing year. Utah County has no obligation to pay invoices not submitted in a timely manner. Prior to payment, all invoices must be verified and approved for payment by the Emergency Services Division of the Utah County Sheriff Office or the Utah County Fire Marshal’s Office as applicable. For services paid by the hour, the time shall be rounded to the nearest minute.

F. Responses on State or Federal Lands. AGENCY will seek reimbursement through submission to the COUNTY of all costs expended by AGENCY for wildland fire responses located on state and federal lands in accordance with the state and federal agreements in effect on the date of the incident and this Agreement. AGENCY shall assist COUNTY in receiving state and federal reimbursement for fighting wildland fires on state and federal lands by remitting fully completed and accurate County Fire Report and Billing Forms and the UFIRS reports for each wildland fire incident based on the applicable rates for wildland fires on state and federal lands. These reports and billing forms are not a bill, but merely an accommodation to COUNTY. The COUNTY is not responsible to AGENCY for state and federal land wildland fire response payments that are not reimbursed from state or federal sources.

G. One ambulance will be compensated per structure fire alarm in the Fire Response Area as provided in this Agreement.

Section 6. METHOD OF TERMINATION

This Agreement will terminate pursuant to the provisions of Section 1 of this Agreement. Prior thereto, either party may terminate this Agreement upon ninety (90) days prior written notice of termination to the other party.

Section 7. INDEMNIFICATION AND HOLD HARMLESS

COUNTY and AGENCY are each agencies or subdivisions of the State of Utah. Each of the parties agrees to indemnify and save harmless the other for damages, claims, suits and actions arising out of their own acts or omissions including negligence undertaken in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the liability limits set forth in the Utah Governmental Immunity Act, Section 63G-7-604 and that neither party waives any of the provisions, protections and immunities of the Utah Governmental Immunity Act. In the event of a claim against COUNTY or AGENCY arising out of AGENCY's provision of fire protection services under this Agreement, each party shall maintain their own defense in any action in which they are a party.

The AGENCY and COUNTY shall be entitled to all the privileges and immunities granted under Chapter 7 of Title 11, Utah Code Annotated, 1953.

Section 8. INSURANCE

AGENCY shall carry commercial general liability insurance through AGENCY'S insurer in the minimum amounts stated in UCA 63G-7-604 or in such minimum liability limits established by the state risk manager pursuant to UCA 63G-7-604, to insure against loss or liability arising out of AGENCY's provision of fire protection services pursuant to this Agreement. AGENCY shall name COUNTY as a certificate holder on this insurance and provide COUNTY with proof of maintaining the required insurance. In the event of a claim against COUNTY or AGENCY arising out of AGENCY's provision of fire protection services under this Agreement, each party shall maintain their own defense in any action in which they are a party.

Section 9. FILING OF INTERLOCAL COOPERATION AGREEMENT

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

Section 10. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to an authorized attorney for review as to proper form and compliance with applicable law as required by Section 11-13-202.5(3) Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 11. SEVERABILITY

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 12. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 13. MISCELLANEOUS PROVISIONS

The parties hereby represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, by-laws and other legal requirements applicable to their operation.

Time shall be of the essence.

In the event that litigation is necessary to enforce this Agreement against either Party, the prevailing party shall be entitled to reasonable attorney's fees against the other party.

Section 14. SUCCESSORS AND ASSIGNMENT

This Interlocal Cooperation Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto. Neither AGENCY nor COUNTY shall assign, sublet or transfer the performance of, or its interest in, this Agreement without the written consent of the other.

Section 15. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

Section 16. INTERPRETATION

The invalidity of any portion of this Interlocal Cooperation Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders and business entities. The paragraph and section headings are for convenience only and do not constitute a part of the provisions hereof. Waiver by either party of any provision or term of this Interlocal Cooperation Agreement shall not be construed by the other party as a waiver of any subsequent breach of the same provision or term.

Section 17. NO PRESUMPTION

Should any provision of this Interlocal Cooperation Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

Section 18. ENTIRE AGREEMENT

This Interlocal Cooperation Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, on the dates listed below.

UTAH COUNTY

Authorized and passed on the ____ day of _____, 2017.

**BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH**

Bill Lee, Chairman

ATTEST:
BRYAN THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:
JEFFREY BUHMAN
Utah County Attorney

By: _____
Deputy

AGENCY: _____ **CITY**

Authorized and passed on the ____ day of _____, 2017.

_____ **CITY**

Mayor

ATTEST:

City Recorder

**REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:**

By: _____
City Attorney

EXHIBIT A
FIRE RESPONSE AREA MAP

EXHIBIT B
GUARANTEED FIRE APPORTIONMENT FORMULA

$$\text{Base Ratio} = \frac{1}{2} (A/B) + \frac{1}{2} (C/D)$$

Guaranteed Fire Apportionment Payment = (Base Ratio) X (annual property tax collected in service Areas 7 and 9 less County Fire Related Expenses)

A = Number of unincorporated area fire responses within AGENCY'S Fire Response Area, five-year average.

B = Number of fire responses within the entire unincorporated area, five-year average.

C = Number of taxable unincorporated area parcels within AGENCY'S Fire Response Area, with improvements greater than \$15,000.

D= Total number of taxable unincorporated area parcels, with improvements greater than \$15,000.

The total dollars available will be adjusted annually, based on the fire related tax collected in Utah County Special Service Areas 7 and 9, less County Fire Related Expenses.

EXHIBIT C
COMPENSATION RATES

EQUIPMENT

Equipment will be compensated at the Standard Rate Structure for FD Engines or FD Rates for FEPP Engines contained in the Utah Division of Forestry, Fire and State Lands Fire Department Manual in effect on the date of the incident, unless otherwise provided in Section 5 or as indicated below for equipment not included in the Standard Rate Structure for FD Engines or FD Rates for FEPP Engines contained in the Utah Division of Forestry, Fire and State Lands Fire Department Manual.

| | <u>Equipment/Incident</u> | <u>Fee</u> |
|----|---------------------------------------|--|
| 1. | Extrication | \$200.00/extrication actually performed |
| 2. | False Alarm or wrongful dispatch | \$200.00 per dispatch |
| 3. | Aerial Apparatus | \$245.00/hour |
| 4. | Transport | \$135.00/hour |
| 5. | D-7 Class Dozer | \$142.50/hour |
| 6. | 60,000 lb. Class excavator | \$187.50/hour |
| 7. | Ambulance Support – Structure Fire | \$125.00* per call, one ambulance per structure incident regardless of the number of structures |

*As provided in Section 5.G., one ambulance for structure fire support is paid per call and not per hour.

Minimum Standards for Engine Type

| Components | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-------------------------|------|------|------|-----|-----|-----|-----|
| Pump Capacity (GPM) | 1000 | 500 | 120 | 70 | 50 | 50 | 20 |
| Tank Capacity (Gallons) | 400 | 400 | 500 | 750 | 500 | 200 | 125 |
| Hose 2 1/2" (feet) | 1200 | 1000 | | | | | |
| Hose 1 1/2" (feet) | 400 | 500 | 1000 | 300 | 300 | 300 | 200 |
| Hose 1' (feet) | 200 | 300 | 300 | 300 | 300 | 300 | 200 |
| Ladder (Feet) | 20 | 20 | | | | | |
| Heavy Stream (GPM) | 500 | | | | | | |
| Personnel | 4 | 3 | 3 | 3 | 3 | 3 | 2 |

Rates for Federally owned equipment (FEPP), used to fight fires, will be billed according to the State Federal Excess Rates (66% of Great Basin Rates) to be updated annually, and do not include personnel costs.

MANPOWER

Unless otherwise stated, manpower is included in the Equipment Rates. Additional necessary on scene manpower not included in the Equipment Rates shall be paid at the following rates: \$12 per hour for each non-certified Fire Fighter 1; \$15 per hour for each certified Fire Fighter 1. To the extent possible, only certified Fire Fighter 1 personnel will respond to structure fires. Personnel responding to wildland fires other than initial attack will have Red Card certification.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Alpine City Tentative Budget FY 2017-2018

FOR CONSIDERATION ON: May 9, 2017

PETITIONER: Shane Sorensen, City Administrator, and Alice Winberg, City Financial Officer

ACTION REQUESTED BY PETITIONER: Review and accept the Tentative Budget.

INFORMATION: Attached is the Alpine City Tentative Budget for FY 2017-2018. On June 14th the City Council will vote to approve the Final Budget for FY 2016-2017. The Council

RECOMMENDED ACTION: That the City Council accept the Alpine City Tentative Budget for FY 2017-2018.

Tenative, Tenative Budget

| | | 2015-16 | 2016-17 | 2017-18 |
|-----------------------------------|--------------------------------|------------------------|------------------------|------------------------|
| | | Prior year | Current year | Future year |
| General Fund | | | | |
| Account Number | Account Title | Actual | Budget | Budget |
| 10-31-10 | CURRENT YEAR GENERAL PROPERTY | \$ 1,115,237.75 | \$ 1,116,000.00 | \$ 1,120,000.00 |
| 10-31-20 | REDEMPTION TAXES | \$ 99,221.46 | \$ 60,000.00 | \$ 84,000.00 |
| 10-31-30 | GENERAL SALES AND USE TAXES | \$ 1,098,894.17 | \$ 1,000,000.00 | \$ 1,050,000.00 |
| 10-31-31 | MOTOR VEHICLE TAXES | \$ 103,035.05 | \$ 106,000.00 | \$ 106,000.00 |
| 10-31-40 | FRANCHISE FEES | \$ 659,525.09 | \$ 625,000.00 | \$ 630,000.00 |
| 10-31-90 | PENALTIES & INT. ON DELINQUENT | \$ 2,075.77 | \$ 1,500.00 | \$ 1,500.00 |
| Total Taxes | | \$ 3,077,989.29 | \$ 2,908,500.00 | \$ 2,991,500.00 |
| Licenses and Permits | | | | |
| 10-32-10 | BUSINESS LICENSES AND PERMITS | \$ 28,034.00 | \$ 20,200.00 | \$ 24,000.00 |
| 10-32-20 | PLAN CHECK FEES | \$ 115,596.65 | \$ 95,950.00 | \$ 105,000.00 |
| 10-32-21 | BUILDING PERMITS | \$ 201,291.91 | \$ 150,000.00 | \$ 170,000.00 |
| 10-32-22 | BUILDING PERMIT ASSESSMENT | \$ 2,079.38 | \$ 1,000.00 | \$ 1,700.00 |
| Total Licenses and Permits | | \$ 347,001.94 | \$ 267,150.00 | \$ 300,700.00 |
| Intergovernmental | | | | |
| 10-33-42 | OTHER GRANTS | \$ 16,777.43 | \$- | \$- |
| 10-33-56 | CLASS C ROAD FUND ALLOTMENT | \$ 349,971.03 | \$ 380,000.00 | \$ 385,000.00 |
| Total Intergovernmental | | \$ 366,748.46 | \$ 380,000.00 | \$ 385,000.00 |
| Charges for Services | | | | |
| 10-34-13 | ZONING AND SUBDIVISION FEES | \$ 22,321.00 | \$ 10,000.00 | \$ 15,000.00 |
| 10-34-14 | ANNEXATIONS APPLICATIONS | \$ 755.00 | \$ 500.00 | \$ 500.00 |
| 10-34-15 | SALE OF MAPS AND PUBLICATIONS | \$ 4.00 | \$ 50.00 | \$ 50.00 |
| 10-34-22 | PUBLIC SAFETY DISTRICT RENTAL | \$ 38,516.00 | \$ 38,516.00 | \$ 38,516.00 |
| 10-34-40 | WASTE COLLECTION SALES | \$ 527,438.96 | \$ 490,000.00 | \$ 495,000.00 |
| 10-34-69 | YOUTH COUNCIL | \$ 1,130.42 | \$ 1,300.00 | \$ 1,300.00 |
| 10-34-81 | SALE OF CEMETERY LOTS | \$ 20,540.00 | \$ 8,000.00 | \$ 6,000.00 |
| 10-34-83 | BURIAL FEES | \$ 34,830.00 | \$ 10,000.00 | \$ 20,000.00 |
| Total Charge for Services | | \$ 645,535.38 | \$ 558,366.00 | \$ 576,366.00 |

| | | | | |
|--|--------------------------------|------------------------|------------------------|------------------------|
| Fines | | | | |
| 10-35-10 | TRAFFIC FINES | \$ 47,997.00 | \$ 40,000.00 | \$ 42,000.00 |
| 10-35-15 | OTHER FINES | \$ 6,361.73 | \$ 1,000.00 | \$ 2,000.00 |
| 10-35-16 | TRAFFIC SCHOOL | \$ 2,205.00 | \$ 1,000.00 | \$ 500.00 |
| Total Fines | | \$ 56,563.73 | \$ 42,000.00 | \$ 44,500.00 |
| Rents and Concessions | | | | |
| 10-36-20 | RENTS AND CONCESSIONS | \$ 42,427.59 | \$ 32,000.00 | \$ 34,000.00 |
| Total Rents and Concessions | | \$ 42,427.59 | \$ 32,000.00 | \$ 34,000.00 |
| Other Revenues | | | | |
| 10-38-10 | INTEREST EARNINGS | \$ 16,684.09 | \$ 12,500.00 | \$ 20,000.00 |
| 10-38-17 | ALPINE DAYS REVENUE | \$ 18,503.41 | \$ 20,000.00 | \$ 40,000.00 |
| 10-38-18 | RODEO REVENUE | \$ 18,325.00 | \$ 20,000.00 | \$ 20,000.00 |
| 10-38-50 | BICENTENNIAL BOOKS | \$ 810.00 | \$ 500.00 | \$ 500.00 |
| 10-38-70 | DONATIONS | \$ 5,840.00 | \$- | \$- |
| 10-38-90 | SUNDRY REVENUES | \$ 10,487.05 | \$- | \$- |
| Total Other Revenues | | \$ 70,649.55 | \$ 53,000.00 | \$ 80,500.00 |
| Transfers and Contributions | | | | |
| 10-39-10 | GENERAL FUND SURPLUS | \$- | \$ 1,404,134.00 | \$ 954,595.00 |
| 10-39-15 | TRANSFER FROM WATER | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 10-39-20 | CONTRIBUTION FOR PARAMEDIC | \$ 30,256.25 | \$ 29,500.00 | \$ 29,500.00 |
| 10-39-25 | TRANSFER FROM SEWER | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| Total Transfers and Contributions | | \$ 42,256.25 | \$ 1,445,634.00 | \$ 996,095.00 |
| Total General Fund Revenue | | \$ 4,649,172.19 | \$ 5,686,650.00 | \$ 5,408,661.00 |
| General Fund Expenses | | | | |
| Administration | | | | |
| 10-41-11 | SALARIES & WAGES | \$ 139,598.81 | \$ 188,559.04 | \$ 179,000.00 |
| 10-41-13 | EMPLOYEE BENEFITS | \$ 46,302.64 | \$ 63,600.00 | \$ 77,500.00 |
| 10-41-14 | OVERTIME WAGES | \$- | \$ 1,500.00 | \$ 1,500.00 |
| 10-41-21 | BOOKS, SUBSCRIPTIONS & MEMBERS | \$ 11,527.46 | \$ 13,000.00 | \$ 13,000.00 |
| 10-41-22 | PUBLIC NOTICES | \$ 3,279.70 | \$ 3,000.00 | \$ 4,000.00 |
| 10-41-23 | TRAVEL | \$ 6,404.58 | \$ 4,500.00 | \$ 3,000.00 |
| 10-41-24 | OFFICE SUPPLIES & POSTAGE | \$ 14,982.74 | \$ 20,000.00 | \$ 20,000.00 |
| 10-41-25 | EQUIPMENT - SUPPLIES & MAINTEN | \$ 1,849.31 | \$ 1,000.00 | \$ 1,000.00 |
| 10-41-28 | TELEPHONE | \$ 1,554.36 | \$ 2,000.00 | \$ 3,500.00 |

| | | | | |
|-----------------------------------|--------------------------------|----------------------|----------------------|----------------------|
| 10-41-30 | PROFESSIONAL SERVICES | \$ 37,405.31 | \$ 23,525.00 | \$ 2,000.00 |
| 10-41-33 | EDUCATION | \$ 790.00 | \$ 150.00 | \$ 150.00 |
| 10-41-46 | COUNCIL DISCRETIONARY FUND | \$ 10,549.04 | \$ 11,000.00 | \$ 11,000.00 |
| 10-41-47 | MAYOR DISCRETIONARY FUND | \$ 7,135.26 | \$ 7,500.00 | \$ 8,000.00 |
| 10-41-51 | INSURANCE | \$ 11,768.11 | \$ 12,000.00 | \$ 9,000.00 |
| 10-41-63 | OTHER SERVICES | \$ 555.50 | \$ 500.00 | \$ 20,000.00 |
| 10-41-64 | OTHER EXPENSES | \$ 301.34 | \$ 4,500.00 | \$ 4,000.00 |
| Total Administration | | \$ 294,004.16 | \$ 356,334.04 | \$ 356,650.00 |
| Court | | | | |
| 10-42-24 | OFFICE EXPENSE & POSTAGE | \$ 28,735.15 | \$ 23,000.00 | \$ 25,000.00 |
| 10-42-31 | PROFESSIONAL SERVICES | \$ 46,461.07 | \$ 43,000.00 | \$ 40,000.00 |
| 10-42-40 | WITNESS FEES | \$- | \$ 200.00 | \$ 200.00 |
| 10-42-46 | VICTIM REPARATION ASSESSMENT | \$ 19,237.75 | \$ 17,000.00 | \$ 20,000.00 |
| Total Court | | \$ 94,433.97 | \$ 83,200.00 | \$ 85,200.00 |
| Treasurer | | | | |
| 10-43-11 | SALARIES & WAGES | \$ 14,570.47 | \$ 16,481.92 | \$ 15,000.00 |
| 10-43-13 | EMPLOYEE BENEFITS | \$ 5,387.93 | \$ 6,100.00 | \$ 6,100.00 |
| 10-43-21 | BOOKS, SUBSCRIPTIONS & MEMBERS | \$ 717.54 | \$ 500.00 | \$ 500.00 |
| 10-43-23 | TRAVEL | \$ 337.39 | \$ 500.00 | \$ 500.00 |
| 10-43-24 | OFFICE SUPPLIES & POSTAGE | \$ 2,646.53 | \$ 750.00 | \$ 750.00 |
| 10-43-33 | EDUCATION | \$- | \$ 500.00 | \$ 500.00 |
| 10-43-34 | ACCOUNTING SERVICES/AUDIT | \$ 10,500.00 | \$ 11,000.00 | \$ 11,000.00 |
| Total Treasurer | | \$ 34,159.86 | \$ 35,831.92 | \$ 34,350.00 |
| Elections | | | | |
| 10-50-24 | OFFICE EXPENSE, SUPPLIES & POS | \$- | \$- | \$ 500.00 |
| 10-50-62 | MISCELLANEOUS SERVICES | \$ 12,931.40 | \$- | \$ 10,000.00 |
| Total Elections | | \$ 12,931.40 | \$ - | \$ 10,500.00 |
| Government Buildings | | | | |
| 10-52-26 | BUILDING SUPPLIES | \$ 7,363.51 | \$ 3,000.00 | \$ 3,000.00 |
| 10-52-27 | UTILITIES | \$ 19,197.72 | \$ 22,000.00 | \$ 22,000.00 |
| 10-52-51 | INSURANCE | \$ 9,641.53 | \$ 2,400.00 | \$ 2,400.00 |
| 10-52-63 | OTHER SERVICES | \$ 7,191.00 | \$ 18,000.00 | \$ 20,000.00 |
| 10-52-72 | CAPITAL OUTLAY BUILDINGS | \$ 37,014.70 | \$ 58,600.00 | \$ 10,000.00 |
| Total Government Buildings | | \$ 80,408.46 | \$ 104,000.00 | \$ 57,400.00 |

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|----------------------------------|--------------------------------|------------------------|------------------------|------------------------|
| Emergency Services | | | | |
| 10-57-61 | POLICE-PROFESSIONAL SERVICE | \$ 1,060,403.04 | \$ 1,095,856.54 | \$ 1,090,214.00 |
| 10-57-63 | FIRE-PROFESSIONAL SERVICE | \$ 671,262.00 | \$ 675,210.00 | \$ 683,374.00 |
| 10-57-72 | ADMINISTRATION | \$ 75,390.00 | \$ 62,067.50 | \$ 73,123.00 |
| Total Emergency Services | | \$ 1,807,055.04 | \$ 1,833,134.04 | \$ 1,846,711.00 |
| Building Department | | | | |
| 10-58-11 | SALARIES & WAGES | \$ 17,813.83 | \$ 20,300.00 | \$ 21,500.00 |
| 10-58-13 | EMPLOYEE BENEFITS | \$ 14,764.12 | \$ 17,300.00 | \$ 16,500.00 |
| 10-58-14 | OVERTIME WAGES | \$- | \$ 2,000.00 | \$ 2,000.00 |
| 10-58-21 | BOOKS, SUBSCRIPTIONS & MEMBERS | \$ 395.00 | \$ 1,020.00 | \$ 500.00 |
| 10-58-24 | OFFICE SUPPLIES & POSTAGE | \$ 1,652.99 | \$ 700.00 | \$ 700.00 |
| 10-58-28 | TELEPHONE | \$- | \$ 1,600.00 | \$ 2,000.00 |
| 10-58-29 | CONTRACT/BUILDING INSPECTOR | \$ 108,066.80 | \$ 90,000.00 | \$ 90,000.00 |
| 10-58-51 | INSURANCE & SURETY BONDS | \$ 6,141.55 | \$ 10,000.00 | \$ 10,000.00 |
| 10-58-65 | BUILDING PERMIT SURCHARGE | \$ 1,275.10 | \$ 4,000.00 | \$ 2,500.00 |
| Total Building Departemnt | | \$ 150,109.39 | \$ 146,920.00 | \$ 145,700.00 |
| Planning Department | | | | |
| 10-59-11 | SALARIES & WAGES | \$ 96,601.60 | \$ 102,750.00 | \$ 82,500.00 |
| 10-59-13 | EMPLOYEE BENEFITS | \$ 37,084.58 | \$ 39,900.00 | \$ 43,000.00 |
| 10-59-14 | OVERTIME WAGES | \$- | \$ 600.00 | \$ 1,000.00 |
| 10-59-21 | BOOKS, SUBSCRIPTIONS & MEMBERS | \$ 2,136.00 | \$ 1,800.00 | \$ 2,200.00 |
| 10-59-23 | TRAVEL | \$ 722.92 | \$ 700.00 | \$ 700.00 |
| 10-59-24 | OFFICE SUPPLIES & POSTAGE | \$ 1,905.89 | \$ 2,500.00 | \$ 3,000.00 |
| 10-59-30 | PROFESSIONAL SERVICES | \$ 37,915.20 | \$ 24,980.00 | \$ 46,000.00 |
| 10-59-31 | LEGAL SERVICES FOR SUBDIVIS | \$- | \$ 2,000.00 | \$ 2,000.00 |
| 10-59-34 | EDUCATION | \$ 410.00 | \$ 750.00 | \$ 750.00 |
| Total Planning Department | | \$ 176,776.19 | \$ 175,980.00 | \$ 181,150.00 |
| Street Department | | | | |
| 10-60-11 | SALARIES & WAGES | \$ 69,328.67 | \$ 71,025.00 | \$ 87,500.00 |
| 10-60-13 | EMPLOYEE BENEFITS | \$ 47,525.41 | \$ 56,100.00 | \$ 72,100.00 |
| 10-60-14 | OVERTIME WAGES | \$ 11,304.55 | \$ 9,500.00 | \$ 11,000.00 |
| 10-60-23 | TRAVEL | \$ 623.64 | \$ 750.00 | \$ 500.00 |
| 10-60-24 | OFFICE SUPPLIES & POSTAGE | \$ - | \$ - | \$ 500.00 |
| 10-60-25 | EQUIPMENT-SUPPLIES & MAINTENAN | \$ 30,275.75 | \$ 26,000.00 | \$ 30,000.00 |

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|-------------------------------------|--------------------------------|----------------------|------------------------|------------------------|
| 10-60-26 | STREET SUPPLIES AND MAINTENANC | \$ 52,470.26 | \$ 66,000.00 | \$ 70,000.00 |
| 10-60-27 | UTILITIES | \$ 315.35 | \$ 500.00 | \$ 500.00 |
| 10-60-28 | TELEPHONE | \$ 417.50 | \$ 750.00 | \$ 750.00 |
| 10-60-29 | POWER - STREET LIGHTS | \$ 51,024.86 | \$ 50,000.00 | \$ 50,000.00 |
| 10-60-51 | INSURANCE | \$ 8,641.55 | \$ 11,950.00 | \$ 11,950.00 |
| 10-60-63 | OTHER SERVICES | \$ 8,165.44 | \$ 12,000.00 | \$ 12,000.00 |
| 10-60-64 | OTHER EXPENSES | \$ 383.68 | \$ 3,000.00 | \$ 3,000.00 |
| 10-60-70 | CLASS C ROAD FUND | \$ 421,166.71 | \$ 710,000.00 | \$ 600,000.00 |
| 10-60-73 | CAPITAL OUTLAY-OTR THAN BLDG | \$ - | \$ - | \$ 200,000.00 |
| 10-60-74 | CAPITAL OUTLAY - EQUIPMENT | \$- | \$ 29,250.00 | \$ 13,650.00 |
| Total Street Department | | \$ 701,643.37 | \$ 1,046,825.00 | \$ 1,163,450.00 |
| Parks & Recreation | | | | |
| 10-70-11 | SALARIES & WAGES | \$ 40,802.31 | \$ 41,250.00 | \$ 43,600.00 |
| 10-70-12 | WAGES TEMPORARY EMPLOYEES | \$ 28,645.16 | \$ 27,500.00 | \$ 27,500.00 |
| 10-70-13 | EMPLOYEE BENEFITS | \$ 28,329.89 | \$ 28,000.00 | \$ 28,300.00 |
| 10-70-14 | OVERTIME WAGES | \$ 1,463.22 | \$ 1,200.00 | \$ 1,200.00 |
| 10-70-23 | TRAVEL | \$ 555.23 | \$ 1,000.00 | \$ 1,000.00 |
| 10-70-24 | OFFICE SUPPLIES & POSTAGE | \$ 870.84 | \$ 2,200.00 | \$ 2,200.00 |
| 10-70-25 | EQUIPMENT-SUPPLIES & MAINTENAN | \$ 23,632.60 | \$ 19,000.00 | \$ 20,000.00 |
| 10-70-26 | BUILDING AND GROUNDS SUPPLIES | \$ 45,516.53 | \$ 25,000.00 | \$ 17,000.00 |
| 10-70-27 | UTILITIES | \$ 68,397.34 | \$ 5,000.00 | \$ 1,000.00 |
| 10-70-28 | TELEPHONE | \$ 390.00 | \$ 500.00 | \$ 500.00 |
| 10-70-51 | INSURANCE & SURETY BONDS | \$ 9,641.55 | \$ 10,500.00 | \$ 10,500.00 |
| 10-70-60 | RODEO | \$ 19,540.43 | \$ 20,000.00 | \$ 25,000.00 |
| 10-70-64 | OTHER EXPENSES | \$ 1,224.90 | \$ 16,000.00 | \$ 15,300.00 |
| 10-70-65 | ALPINE DAYS | \$ 39,252.47 | \$ 40,000.00 | \$ 134,450.00 |
| 10-70-67 | MOYLE PARK | \$ 9,070.17 | \$ 9,000.00 | \$ 9,000.00 |
| 10-70-68 | LIBRARY | \$ 11,031.00 | \$ 11,000.00 | \$ 11,000.00 |
| 10-70-69 | YOUTH COUNCIL | \$ 4,333.84 | \$ 5,000.00 | \$ 5,000.00 |
| 10-70-70 | BOOK MOBILE | \$ 13,200.00 | \$ 13,200.00 | \$ 13,200.00 |
| 10-70-71 | TRAILS | \$ 3,195.22 | \$ 5,000.00 | \$ 5,000.00 |
| Total Parks & Recreation | | \$ 349,092.70 | \$ 280,350.00 | \$ 370,750.00 |
| Cemetery | | | | |
| 10-77-11 | SALARIES & WAGES | \$ 40,752.31 | \$ 41,250.00 | \$ 43,600.00 |

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|------------------------------------|--------------------------------|------------------------|------------------------|------------------------|
| 10-77-12 | WAGES TEMPORARY EMPLOYEE | \$ 28,645.15 | \$ 27,500.00 | \$ 27,500.00 |
| 10-77-13 | EMPLOYEE BENEFITS | \$ 28,328.22 | \$ 28,000.00 | \$ 28,300.00 |
| 10-77-14 | OVERTIME WAGES | \$ 1,463.14 | \$ 2,275.00 | \$ 2,000.00 |
| 10-77-23 | TRAVEL | \$ 360.22 | \$- | \$ 500.00 |
| 10-77-24 | OFFICE SUPPLIES & POSTAGE | \$ 362.69 | \$ 500.00 | \$ 500.00 |
| 10-77-25 | EQUIPMENT-SUPPLIES & MAINTENAN | \$ 9,803.56 | \$ 11,000.00 | \$ 15,000.00 |
| 10-77-26 | BUILDING AND GROUNDS | \$ 11,156.30 | \$ 24,500.00 | \$ 10,000.00 |
| 10-77-27 | CEMETERY PAVING | \$ 5,358.74 | \$- | \$- |
| 10-77-28 | TELEPHONE | \$ 390.00 | \$ 500.00 | \$ 500.00 |
| 10-77-51 | INSURANCE & SURETY BONDS | \$ 8,208.55 | \$ 10,000.00 | \$ 10,000.00 |
| 10-77-63 | OTHER SERVICES | \$ 4,570.69 | \$ 10,000.00 | \$ 12,000.00 |
| Total Cemetery | | \$ 139,399.57 | \$ 155,525.00 | \$ 149,900.00 |
| Garbage | | | | |
| 10-82-11 | SALARIES & WAGES | \$ 37,026.33 | \$ 49,250.00 | \$ 72,300.00 |
| 10-82-13 | EMPLOYEE BENEFITS | \$ 18,401.10 | \$ 32,000.00 | \$ 49,500.00 |
| 10-82-24 | OFFICE SUPPLIES & POSTAGE | \$ 5,771.72 | \$ 3,600.00 | \$ 3,600.00 |
| 10-82-34 | TECHNOLOGY UPDATE | \$ 6,542.08 | \$ 5,000.00 | \$ 5,000.00 |
| 10-82-61 | TIPPING FEES | \$ 104,778.17 | \$ 110,000.00 | \$ 110,000.00 |
| 10-82-62 | WASTE PICKUP CONTRACT | \$ 260,185.86 | \$ 250,000.00 | \$ 250,000.00 |
| 10-82-64 | OTHER EXPENSES | \$ 1,414.00 | \$ 3,700.00 | \$ 1,500.00 |
| Total Garbage | | \$ 434,119.26 | \$ 453,550.00 | \$ 491,900.00 |
| Miscellaneous | | | | |
| 10-99-25 | TECHNOLOGY UPGRADE | \$ 13,194.91 | \$ 10,000.00 | \$ 10,000.00 |
| 10-99-80 | TRANSFER TO CAPITAL IMP FUND | \$ 1,212,000.00 | \$ 1,000,000.00 | \$ 500,000.00 |
| 10-99-82 | EMERGENCY PREP | \$ 478.71 | \$ 5,000.00 | \$ 5,000.00 |
| Total Miscellaneous | | \$ 1,225,673.62 | \$ 1,015,000.00 | \$ 515,000.00 |
| Total General Fund Expenses | | \$ 5,499,806.99 | \$ 5,686,650.00 | \$ 5,408,661.00 |
| | | \$ (850,634.80) | \$ - | \$ - |
| | | | | |
| Account Number | Account Title | 2015-2016 | 2016-2017 | 2017-2018 |
| Impact Fees Fund | | | | |
| Impact Fees Revenues | | | | |
| 15-37-21 | STREETS & TRANSPORTATION FEES | \$ 45,757.88 | \$ 17,000.00 | \$ 22,000.00 |
| 15-37-31 | RECREATION FACILITY FEES | \$ 118,272.00 | \$ 20,500.00 | \$ 20,500.00 |

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|---------------------------------------|--------------------------------|------------------------|----------------------|----------------------|
| 15-37-41 | TIMPANOGOS SEWER HOOK ON FEE | \$ 89,821.98 | \$ 50,500.00 | \$ 55,000.00 |
| 15-38-10 | INTEREST EARNINGS | \$ 4,505.32 | \$ 1,200.00 | \$ 4,500.00 |
| 15-39-10 | FUND SURPLUS | \$- | \$ 40,800.00 | \$ 238,000.00 |
| Total Impact Fees Revenues | | \$ 258,357.18 | \$ 130,000.00 | \$ 340,000.00 |
| Impact Fees Expenses | | | | |
| 15-40-12 | TIMP SPEC SERV DIST IMPACT FEE | \$ 89,821.99 | \$ 80,000.00 | \$ 80,000.00 |
| 15-40-21 | STREET & TRANSPORT EXPENSES | \$- | \$- | \$ 60,000.00 |
| 15-40-31 | PARK SYSTEM | \$- | \$ 50,000.00 | \$ 200,000.00 |
| Total Impact Fees Expenses | | \$ 89,821.99 | \$ 130,000.00 | \$ 340,000.00 |
| | | | | |
| Account Number | Account Title | 2015-2016 | 2016-2017 | 2017-2018 |
| Capital Improvements Fund | | | | |
| Capital Improvements Revenue | | | | |
| 45-38-10 | INTEREST REVENUE | \$ 10,046.57 | \$ 5,000.00 | \$ 7,000.00 |
| 45-38-12 | DONATIONS | \$ 1,210.00 | \$- | \$- |
| 45-39-10 | TRANSFER FROM GENERAL FUND | \$ 1,212,000.00 | \$ 748,000.00 | \$ 500,000.00 |
| 45-39-11 | CAPITOL IMPROVEMENTS FUND SURP | \$- | \$- | \$ 144,900.00 |
| Total Capital Improvements Rev | | \$ 1,223,256.57 | \$ 753,000.00 | \$ 651,900.00 |
| Capital Improvements Expenses | | | | |
| 45-40-72 | CAPITAL OUTLAY - OTHER | \$ 229,435.85 | \$ 170,000.00 | \$ 206,500.00 |
| 45-40-73 | CAPITAL OUTLAY BUILDINGS | \$- | \$ 534,000.00 | \$ 425,000.00 |
| 45-40-74 | CAPITAL OUTLAY - EQUIPMENT | \$ 75,906.49 | \$ 49,000.00 | \$ 20,400.00 |
| Total Capital Improvements Exp | | \$ 305,342.34 | \$ 753,000.00 | \$ 651,900.00 |
| | | | | |
| Account Number | Account Title | 2015-2016 | 2016-2017 | 2017-2018 |
| Water Fund | | | | |
| Water Fund Revenues | | | | |
| 51-37-11 | METERED WATER SALES | \$ 596,420.70 | \$ 560,000.00 | \$ 560,000.00 |
| 51-37-12 | OTHER WATER REVENUE | \$ 11,048.53 | \$ 5,000.00 | \$ 5,000.00 |
| 51-37-16 | WATER CONNECTION FEE | \$ 7,065.00 | \$ 5,000.00 | \$ 5,000.00 |
| 51-37-17 | PENALTIES | \$ 6,617.24 | \$ 5,000.00 | \$ 5,500.00 |
| 51-37-20 | WATER SYSTEM IMPACT FEE | \$ 44,677.14 | \$ 27,000.00 | \$ 27,000.00 |
| 51-38-10 | INTEREST EARNINGS | \$ 20,719.99 | \$ 12,000.00 | \$ 19,000.00 |
| 51-38-70 | DEVELOPER CONTRIBUTIONS | \$ 29,066.04 | \$- | \$- |

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|----------------------------------|--------------------------------|----------------------|------------------------|----------------------|
| 51-39-11 | UNAPPROPRIATED FUND EQUITY | \$- | \$ 736,750.00 | \$ 277,850.00 |
| Total Water Fund Revenues | | \$ 715,614.64 | \$ 1,350,750.00 | \$ 899,350.00 |
| Water Fund Expenses | | | | |
| 51-80-11 | SALARIES & WAGES | \$ 169,947.57 | \$ 170,500.00 | \$ 155,100.00 |
| 51-80-13 | EMPLOYEE BENEFITS | \$ 71,801.63 | \$ 99,600.00 | \$ 90,100.00 |
| 51-80-14 | OVERTIME WAGES | \$ 11,318.84 | \$ 10,000.00 | \$ 11,000.00 |
| 51-80-21 | BOOKS, SUBSCRIPTIONS & MEMBERS | \$ 1,840.00 | \$ 1,600.00 | \$ 2,500.00 |
| 51-80-23 | TRAVEL | \$ 3,034.73 | \$ 3,600.00 | \$ 3,000.00 |
| 51-80-24 | OFFICE SUPPLIES & POSTAGE | \$ 12,762.08 | \$ 15,000.00 | \$ 13,000.00 |
| 51-80-25 | EQUIPMENT-SUPPLIES & MAINTENAN | \$ 21,206.78 | \$ 19,000.00 | \$ 21,000.00 |
| 51-80-26 | BUILDING AND GROUNDS SUPPLIES | \$ 22,749.29 | \$ 16,500.00 | \$ 15,000.00 |
| 51-80-27 | UTILITIES | \$ 28,448.17 | \$ 25,000.00 | \$ 25,000.00 |
| 51-80-28 | TELEPHONE | \$ 3,580.00 | \$ 3,500.00 | \$ 1,600.00 |
| 51-80-31 | PROFESSIONAL & TECHNICAL SERVI | \$ 3,342.83 | \$ 13,500.00 | \$ 13,500.00 |
| 51-80-33 | EDUCATION | \$ 290.00 | \$ 1,000.00 | \$ 1,000.00 |
| 51-80-34 | TECHNOLOGY UPDATE | \$ 8,530.00 | \$ 10,000.00 | \$ 10,000.00 |
| 51-80-35 | DEPRECIATION EXPENSE | \$ 264,216.40 | \$ 255,000.00 | \$ 255,000.00 |
| 51-80-51 | INSURANCE AND SURETY BONDS | \$ 14,651.53 | \$ 10,900.00 | \$ 10,900.00 |
| 51-80-62 | MISCELLANEOUS SERVICES | \$ 722.14 | \$ 700.00 | \$ 1,500.00 |
| 51-80-63 | OTHER EXPENSES | \$ 6,885.84 | \$ 6,100.00 | \$ 7,500.00 |
| 51-80-64 | CUSTOMER REFUND | \$- | \$- | \$- |
| 51-80-70 | CAPITAL OUTLAY - IMPACT FEE | \$ 4,717.60 | \$ 15,000.00 | \$ 68,000.00 |
| 51-80-72 | CAPITAL OUTLAY - BUILDINGS | \$- | \$ 46,500.00 | \$ 50,000.00 |
| 51-80-73 | CAPITOL OUTLAY - IMPROVEMENTS | \$ 46,190.17 | \$ 595,750.00 | \$ 130,000.00 |
| 51-80-74 | CAPITAL OUTLAY - EQUIPMENT | \$ 7,237.37 | \$ 26,000.00 | \$ 8,650.00 |
| 51-80-93 | 1% TRANSFER TO GENERAL FUND | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| Total Water Fund Expenses | | \$ 709,472.97 | \$ 1,350,750.00 | \$ 899,350.00 |
| | | | | |
| Account Number | Account Title | 2015-2016 | 2016-2017 | 2017-2018 |
| Sewer Fund | | | | |
| Sewer Fund Revenues | | | | |
| 52-37-11 | SEWER SYSTEM USAGE SALES | \$ 1,020,129.51 | \$ 1,000,000.00 | \$ 1,000,000.00 |
| 52-37-12 | OTHER REVENUE | \$- | \$- | \$ 10,000.00 |
| 52-37-16 | SEWER CONNECTION FEE | \$ 4,525.00 | \$ 3,000.00 | \$ 3,000.00 |

| | | | | |
|------------------------------------|--------------------------------|------------------------|------------------------|------------------------|
| 52-37-20 | SEWER SYSTEM IMPACT FEE | \$ 16,526.70 | \$ 12,000.00 | \$ 12,000.00 |
| 52-37-80 | DEVELOPERS CONTRIBUTIONS | \$ 44,360.35 | \$- | \$- |
| 52-38-10 | INTEREST EARNINGS | \$ 13,302.40 | \$ 9,000.00 | \$ 10,000.00 |
| 52-39-11 | UNAPPROPRIATED FUND EQUITY | \$- | \$ 97,300.00 | \$ 51,050.00 |
| Total Sewer Fund Revenues | | \$ 1,098,843.96 | \$ 1,121,300.00 | \$ 1,086,050.00 |
| Sewer Fund Expenses | | | | |
| 52-81-11 | SALARIES & WAGES | \$ 154,521.41 | \$ 164,050.00 | \$ 137,300.00 |
| 52-81-13 | EMPLOYEE BENEFITS | \$ 73,805.30 | \$ 92,000.00 | \$ 89,000.00 |
| 52-81-14 | OVERTIME WAGES | \$ 11,318.84 | \$ 10,000.00 | \$ 10,000.00 |
| 52-81-23 | TRAVEL | \$ 2,158.84 | \$ 2,500.00 | \$ 2,500.00 |
| 52-81-24 | OFFICE SUPPLIES & POS | \$ 11,147.92 | \$ 12,000.00 | \$ 12,000.00 |
| 52-81-25 | EQUIPMENT-SUPPLIES & MAINTENAN | \$ 3,131.63 | \$ 5,000.00 | \$ 5,000.00 |
| 52-81-26 | BUILDING AND GROUND SUPPLIES | \$ 9,800.35 | \$ 10,750.00 | \$ 11,600.00 |
| 52-81-27 | UTILITIES | \$ 487.63 | \$ 500.00 | \$ 500.00 |
| 52-81-28 | TELEPHONE | \$ 5,317.56 | \$ 4,250.00 | \$ 4,250.00 |
| 52-81-34 | TECHNOLOGY UPDATE | \$ 8,358.12 | \$ 5,000.00 | \$ 5,000.00 |
| 52-81-35 | DEPRECIATION EXPENSE | \$ 149,246.41 | \$ 130,000.00 | \$ 130,000.00 |
| 52-81-62 | TIMPANOGOS SPECIAL SERVICE DIS | \$ 561,273.99 | \$ 598,250.00 | \$ 598,250.00 |
| 52-81-64 | OTHER EXPENSES | \$ 470.00 | \$ 1,000.00 | \$ 1,000.00 |
| 52-81-70 | CAPITOL OUTLAY - IMPACT FEE | \$ 22,685.08 | \$ 4,000.00 | \$ - |
| 52-81-73 | CAPITAL OUTLAY-IMPROVEMENTS | \$- | \$ 50,000.00 | \$ 65,000.00 |
| 52-81-74 | CAPITAL OUTLAY - EQUIPMENT | \$ 4,347.66 | \$ 26,000.00 | \$ 8,650.00 |
| 52-81-93 | TRANSFER TO GENERAL FUND | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| Total Sewer Fund Expenses | | \$ 1,024,070.74 | \$ 1,121,300.00 | \$ 1,086,050.00 |
| | | | | |
| Account Number | Account Title | 2015-2016 | 2016-2017 | 2017-2018 |
| Pressurized Irrigation Fund | | | | |
| PI Revenues | | | | |
| 55-37-11 | IRRIGATION WATER SALES | \$ 923,719.65 | \$ 870,000.00 | \$ 870,000.00 |
| 55-37-12 | OTHER REVENUE | \$ 1,048.00 | \$ 1,000.00 | \$ 1,000.00 |
| 55-37-16 | PRESSURIZED CONNECTION FEE | \$ 4,122.66 | \$ 1,500.00 | \$ 1,500.00 |
| 55-37-21 | PRESSURIZED IRR IMPACT FEE | \$ 89,662.93 | \$ 25,000.00 | \$ 25,000.00 |
| 55-38-10 | INTEREST EARNINGS | \$ 10,594.09 | \$ 12,000.00 | \$ 12,000.00 |
| 55-38-70 | DEVELOPER CONTRIBUTIONS | \$ 18,058.68 | \$- | \$- |

| | | | | |
|----------------------------------|--------------------------------|------------------------|------------------------|------------------------|
| 55-39-11 | UNAPPROPRIATED FUND EQUITY | \$- | \$ 354,128.00 | \$ 1,710,627.00 |
| Total PI Revenues | | \$ 1,047,206.01 | \$ 1,263,628.00 | \$ 1,750,127.00 |
| PI Fund Expenses | | | | |
| 55-40-11 | SALARIES & WAGES | \$ 131,377.55 | \$ 108,500.00 | \$ 85,750.00 |
| 55-40-13 | EMPLOYEE BENEFITS | \$ 60,645.00 | \$ 66,100.00 | \$ 50,150.00 |
| 55-40-14 | OVERTIME WAGES | \$ 11,303.43 | \$ 13,000.00 | \$ 13,000.00 |
| 55-40-23 | TRAVEL | \$ 1,174.40 | \$ 1,200.00 | \$ 1,200.00 |
| 55-40-25 | EQUIPMENT - SUPPLIES & MAINTEN | \$ 26,823.30 | \$ 67,500.00 | \$ 67,500.00 |
| 55-40-26 | BUILDING & GROUNDS SUPPLIES | \$ 5,836.26 | \$ 2,500.00 | \$ 2,500.00 |
| 55-40-27 | UTILITIES | \$ 193,387.52 | \$ 225,000.00 | \$ 225,000.00 |
| 55-40-28 | TELEPHONE | \$ 1,520.69 | \$ 1,500.00 | \$ 1,500.00 |
| 55-40-29 | OFFICE SUPPLIES & POSTAGE | \$ 14,383.64 | \$ 12,000.00 | \$ 12,000.00 |
| 55-40-32 | ENGINEER SERVICES | \$ 8,077.05 | \$ 10,000.00 | \$ 10,000.00 |
| 55-40-33 | TECHNOLOGY UPDATE | \$ 7,666.03 | \$ 5,500.00 | \$ 5,500.00 |
| 55-40-34 | ANNUAL AUDIT - UTAH WATER | \$- | \$ 500.00 | \$ 500.00 |
| 55-40-35 | DEPRECIATION EXPENSE | \$ 227,595.96 | \$ 223,704.00 | \$ 223,704.00 |
| 55-40-51 | INSURANCE & SURETY BONDS | \$ 19,331.55 | \$ 20,000.00 | \$ 20,000.00 |
| 55-40-62 | MISCELLANEOUS SERVICES | \$ 6,276.83 | \$ 3,000.00 | \$ 3,000.00 |
| 55-40-63 | OTHER EXPENSES | \$ 1,214.40 | \$ 1,500.00 | \$ 1,500.00 |
| 55-40-73 | CAPITAL OUTLAY | \$- | \$- | \$ 550,000.00 |
| 55-40-74 | CAPITAL OUTLAY - EQUIPMENT | \$ 6,751.23 | \$ 33,000.00 | \$ 8,650.00 |
| 55-40-79 | AGENTS FEES | \$ 4,500.00 | \$ 2,500.00 | \$ 2,500.00 |
| 55-40-80 | TRUSTEE FEES | \$- | \$ 2,000.00 | \$ 2,000.00 |
| 55-40-86 | BOND PRINCIPAL #0352418 | \$- | \$ 345,000.00 | \$ 355,000.00 |
| 55-40-87 | BOND INTEREST #0352418 | \$ 153,850.75 | \$ 119,674.00 | \$ 109,173.00 |
| Total PI Fund Expenses | | \$ 881,715.59 | \$ 1,263,678.00 | \$ 1,750,127.00 |
| | | | | |
| Account Number | Account Title | 2015-2016 | 2016-2017 | 2017-2018 |
| Storm Drain Fund | | | | |
| Storm Drain Fund Revenues | | | | |
| 56-37-11 | STORM DRAIN REVENUE | \$ 173,016.92 | \$ 162,000.00 | \$ 162,000.00 |
| 56-37-12 | OTHER REVENUE | \$- | \$ 1,000.00 | \$ 1,000.00 |
| 56-37-13 | SWPP FEE | \$ 9,300.00 | \$ 6,000.00 | \$ 6,000.00 |
| 56-37-21 | STORM DRAIN IMPACT FEE | \$ 68,000.00 | \$ 8,000.00 | \$ 8,000.00 |

| | | | | |
|---|--------------------------------|----------------------|----------------------|----------------------|
| 56-38-10 | INTEREST EARNINGS | \$ 5,012.34 | \$ 3,000.00 | \$ 3,000.00 |
| 56-38-70 | DEVELOPER CONTRIBUTIONS | \$ 49,042.94 | \$- | \$- |
| 56-39-12 | UNAPPROPRIATED FUND EQUITY | \$- | \$ 97,100.00 | \$ 244,650.00 |
| Total Storm Drain Fund Revenues | | \$ 304,372.20 | \$ 277,100.00 | \$ 424,650.00 |
| Storm Drain Expenses | | | | |
| 56-40-11 | SALARIES & WAGES | \$ 42,181.65 | \$ 42,000.00 | \$ 48,250.00 |
| 56-40-13 | EMPLOYEE BENEFITS | \$ 17,929.03 | \$ 23,000.00 | \$ 23,800.00 |
| 56-40-20 | PLANNING | \$ 50.00 | \$ 500.00 | \$ 500.00 |
| 56-40-21 | BOOKS, SUBSCRIPTIONS & MEMBERS | \$ 970.00 | \$ 2,000.00 | \$ 2,000.00 |
| 56-40-23 | TRAVEL | \$ 341.28 | \$ 650.00 | \$ 650.00 |
| 56-40-24 | OFFICE SUPPLIES & POSTAGE | \$ 924.55 | \$ 2,500.00 | \$ 2,500.00 |
| 56-40-26 | BUILDING & GROUND SUPPLIES | \$ 4,179.61 | \$ 4,500.00 | \$ 4,500.00 |
| 56-40-27 | STORM DRAIN UTILITIES | \$ 543.21 | \$- | \$- |
| 56-40-34 | TECHNOLOGY UPDATE | \$ 8,226.66 | \$ 4,900.00 | \$ 5,000.00 |
| 56-40-35 | DEPRECIATION EXPENSE | \$ 94,943.59 | \$ 83,500.00 | \$ 83,500.00 |
| 56-40-51 | INSURANCE | \$ 7,641.55 | \$ 10,000.00 | \$ 10,000.00 |
| 56-40-62 | MISCELLANEOUS SERVICES | \$ 4,465.00 | \$ 3,550.00 | \$ 3,950.00 |
| 56-40-73 | CAPITAL OUTLAY | \$ 9,588.56 | \$ 100,000.00 | \$ 100,000.00 |
| 56-40-74 | CAPITAL OUTLAY - IMPACT FEE | \$- | \$- | \$ 140,000.00 |
| Total Storm Drain Fund Expenses | | \$ 191,984.69 | \$ 277,100.00 | \$ 424,650.00 |
| | | | | |
| Account Number | Account Title | 2015-2016 | 2016-2017 | 2017-2018 |
| Trust & Agency Fund | | | | |
| Trust & Agency Fund Revenues | | | | |
| 70-26-10 | BOND FOR HERITAGE HILLS | \$ 10,800.00 | \$- | \$- |
| 70-38-10 | INTEREST REVENUE | \$ 1,211.06 | \$ 800.00 | \$ 1,000.00 |
| Totals Trust & Agency Fund Rev | | \$ 12,011.06 | \$ 800.00 | \$ 1,000.00 |
| Trust & Agency Fund Expenses | | | | |
| 70-40-63 | INTEREST PAID ON RETURNED BOND | \$- | \$ 800.00 | \$- |
| 70-40-64 | MISCELLANEOUS EXPENSES | \$- | \$- | \$ 1,000.00 |
| Total Trust & Agency Fund Exp | | \$ - | \$ 800.00 | \$ 1,000.00 |
| | | | | |
| Account Number | Account Title | 2015-2016 | 2016-2017 | 2017-2018 |
| Cemetery Perpetual Care Rev | | | | |

| | | | | |
|--|-----------------------|---------------------|---------------------|---------------------|
| 71-33-56 | CEMETERY LOT PAYMENTS | \$ 17,655.00 | \$ 12,500.00 | \$ 13,000.00 |
| 71-33-58 | UPRIGHT MONUMENT | \$ 2,320.00 | \$ 2,000.00 | \$ 2,500.00 |
| 71-38-10 | INTEREST REVENUE | \$ 4,475.85 | \$ 2,500.00 | \$ 2,500.00 |
| 71-38-90 | OTHER REVENUE | \$ (25.00) | \$- | \$- |
| Total Cemetery Perpetual Care Rev | | \$ 24,425.85 | \$ 17,000.00 | \$ 18,000.00 |
| Cemetery Perpetual Care Exp | | | | |
| 71-40-64 | OTHER EXPENSES | \$- | \$ 17,000.00 | \$ 18,000.00 |
| Total Cemetery Perpetual Care Exp | | \$ - | \$ 17,000.00 | \$ 18,000.00 |

| General Fund | | |
|---|---|----------------------|
| Department | Account Name | Account Number |
| Government Buildings | Capital Outlay Buidlings | 10-52-72 |
| Project | | Amount |
| Upgrade Lighting in City Hall/City Shop | \$ 10,000.00 | |
| Total: | | \$ 10,000.00 |
| | | |
| Street | Class C Road Fund | 10-60-70 |
| Project | | Amount |
| Misc Projects | \$ 200,000.00 | |
| Routine Yearly Maintenance | \$ 400,000.00 | |
| Total: | | \$ 600,000.00 |
| | | |
| Street | Capital Outlay-Other Than Building | 10-60-73 |
| Project | | Amount |
| 600 North Improvements | \$ 100,000.00 | |
| Grove Drive Improvements | \$ 100,000.00 | |
| Total: | | \$ 200,000.00 |
| | | |
| Street | Capital Outlay-Equipment | 10-60-74 |
| Equipment | | Amount |
| Chip Seal Equipment CoOp | \$ 5,000.00 | |
| Street Sweeper | \$ - | |
| Truck for Public Works | \$ 5,400.00 | |
| Backhoe Lease | \$ 1,750.00 | |
| Mini-Excavator Lease | \$ 1,500.00 | |
| Total: | | \$ 13,650.00 |
| | | |
| Impact Fee Fund | | |
| Department | Account Name | Account Number |
| Street Impact Fee | Street & Transport Expenses | 15-40-21 |
| Project | Amount | |
| Grove Dr/Alpine Blvd Intersection | \$ 60,000.00 | |
| Total: | | \$ 60,000.00 |
| | | |
| Park Impact Fee | Park System | 15-40-31 |
| Project | | Amount |
| Smooth Canyon Park Playground PH2 | \$ 200,000.00 | |
| Total: | | \$ 200,000.00 |
| | | |

| Capital Improvement Fund | | |
|-----------------------------------|---------------------------------|----------------------|
| Department | Account Name | Account Number |
| Capital Improvement | Capital Outlay | 45-40-72 |
| Project | | Amount |
| Burgess Park- Basketball Repair | \$ 50,000.00 | |
| Canyon Crest Road Sidewalk | \$ 50,000.00 | |
| Burgess Park-Trail Repairs | \$ 20,000.00 | |
| Dry Creek Corridor Trail | \$ 20,000.00 | |
| Cemetery Construction | \$ 50,000.00 | |
| Tree Removal (various) | \$ 5,000.00 | |
| Canyon Crest Road Right Turn Lane | \$ 11,500.00 | |
| Total: | | \$ 206,500.00 |
| | | |
| Building | Capital Outlay-Building | 45-40-73 |
| Project | | Amount |
| Moyle Park | \$ 25,000.00 | |
| Park Maintenance Building | \$ 300,000.00 | |
| Fire Station Remodel | \$ 100,000.00 | |
| Total: | | \$ 425,000.00 |
| | | |
| Equipment | Capital Outlay-Equipment | 45-40-74 |
| Project | | Amount |
| Truck for Public Works | \$ 5,400.00 | |
| Small Lawn Mower | \$ 15,000.00 | |
| Total: | | \$ 20,400.00 |

| Water Fund | | |
|--|------------------------------------|----------------------|
| Department | Account Name | Account Number |
| Impact Fee | Capital Outlay-Impact Fee | 51-80-70 |
| Project | | Amount |
| 600 N/Patterson Ln Water Line Upsize | \$ 25,000.00 | \$ - |
| Main St PRV | \$ 43,000.00 | |
| Total: | | \$ 68,000.00 |
| | | |
| Buildings | Capital Outlay-Building | 51-80-72 |
| Project | | Amount |
| Park Maintenance Building | \$ 50,000 | |
| Total: | | \$ 50,000 |
| | | |
| Improvements | Capital Outlay-Improvements | 51-80-73 |
| Project | | Amount |
| Misc Projects/Fire Hydrant Replacement | \$ 25,000.00 | |
| USGS Optimization Model: | \$ 5,000.00 | |
| Water Line Replacement | \$ 100,000.00 | |
| Total: | | \$ 130,000.00 |
| | | |
| Equipment | Capital Outlay-Equipment | 51-80-74 |
| Project | | Amount |
| Truck for Public Works | \$ 5,400.00 | |
| Backhoe Lease | \$ 1,750.00 | |
| Mini-Excavator Lease | \$ 1,500.00 | |
| Total: | | \$8,650.00 |
| | | |
| Other | Capital Outlay-Other | 51-80-79 |
| Project | | Amount |
| | | |

| Sewer Fund | | |
|---------------------------|------------------------------------|--------------------|
| Department | Account Name | Account Number |
| Impact Fee | Capital Outlay-Impact Fee | 52-81-70 |
| Project | | Amount |
| | | |
| Improvements | Capital Outlay-Improvements | 52-81-73 |
| Project | | Amount |
| Misc System Improvements | \$ 15,000.00 | |
| Park Maintenance Building | \$ 50,000.00 | |
| Total: | | \$ 65,000 |
| | | |
| Equipment | Capital Outlay-Equipment | 52-81-74 |
| Project | | Amount |
| Truck for Public Works | \$ 5,400.00 | |
| Backhoe Lease | \$ 1,750.00 | |
| Mini-Excavator Lease | \$ 1,500.00 | |
| Total: | | \$ 8,650.00 |
| | | |

| Pressurized Irrigation Fund | | |
|-------------------------------|----------------------------------|----------------------|
| Department | Account Name | Account Number |
| Other | Capital Outlay-Other | 55-40-72 |
| Project | | Amount |
| | | |
| Improvements | Capital Outlay | 55-40-73 |
| Project | | Amount |
| Electronic Meters | \$ 500,000.00 | |
| Park Maintenance Building | \$ 50,000.00 | |
| A/C in Healey and Ranch Wells | \$ 30,000.00 | |
| USGS Optimization Model | \$ 5,000.00 | |
| Total: | | \$ 550,000.00 |
| | | |
| Equipment | Capital Outlay-Equipment | 55-40-74 |
| Project | | Amount |
| Truck for Public Works | \$ 5,400.00 | |
| Backhoe Lease | \$ 1,750.00 | |
| Mini-Excavator Lease | \$ 1,500.00 | |
| Total: | | \$ 8,650.00 |
| | | |
| Storm Drain Fund | | |
| Department | Account Name | Account Number |
| Improvements | Capital Outlay | 56-40-73 |
| Project | | Amount |
| Park Maintenance Building | \$ 50,000.00 | |
| Various Small Projects | \$ 50,000.00 | |
| Total: | | \$ 100,000.00 |
| | | |
| Impact Fee | Capital Outlay-Impact Fee | 56-40-74 |
| Project | | Amount |
| 600 N SD Improvement | \$ 140,000.00 | |
| Total: | | \$ 140,000.00 |

ALPINE PLANNING COMMISSION AGENDA

SUBJECT: Annexation Policy Plan and Map Amendment

FOR CONSIDERATION ON: 9 May 2017

PETITIONER: Alpine City Mayor and City Council

ACTION REQUESTED BY PETITIONER: Hold a Public Hearing and Consider Modifications to the Proposed Plan

APPLICABLE STATUTE OR ORDINANCE: Utah State Code 10-2-401.5 (Annexation Policy Plan)

BACKGROUND INFORMATION:

The Mayor and the City Council have asked that the City consider amending the annexation policy plan and map. The proposal is that the area referred to as “North Area” and the area referred to as “Pine Grove” be added to the plan. See attached map.

Earlier this year, the City asked Horrocks Engineers to do a study to determine what impacts, if any, the annexation of these proposed areas would have on City utility systems. This study outlines the issues and potential costs. See attached information.

Utah State Code requires that the Planning Commission hold a public meeting to allow affected entities to examine the proposed annexation policy plan and to provide input on it. The Planning Commission shall accept and consider any additional written comments from affected entities until ten days after the public meeting and make modifications to the proposed annexation policy plan the Planning Commission considers appropriate based on input received. The Planning Commission shall then hold a public hearing and make a recommendation to the City Council. See recommendation below.

Utah State Code requires that the City Council hold a public hearing and make any modifications to the recommended annexation policy plan that the legislative body considers appropriate and adopt the recommended annexation policy plan, with or without modifications.

The attached draft is not entirely updated and staff is looking for direction from the City Council before finishing the last updates. It is expected that after some direction, the recommended annexation policy plan document will be ready for adoption at the next City Council meeting.

PLANNING COMMISSION RECOMMENDATION:

David Fotheringham moved to recommend to the City Council to include the Pine Grove and Melby properties in the Annexation Policy Plan.

John Gubler seconded the motion. The motion passed with 5 Ayes and 0 Nays. Bryce Higbee, David Fotheringham, Steve Cosper, John Gubler, and Carla Merrill all voted Aye.

To: Shane Sorensen, P.E.
Alpine City

From: John E. Schiess, P.E.
Principal Engineer

Date: February 3, 2017

Memorandum

Subject: Potential Northeast Annexations Effect on City Utility Systems

This memo is to provide a preliminary level analysis of Alpine City annexing the Alpine Cove, Melby, and Pine Grove areas with respect to the City's culinary water system and sanitary sewer system.

We have recently completed a draft of the culinary water master plan update, as well as a final sanitary sewer master plan update last year. These plans identified the capacities and deficiencies of both systems to serve a set geographical area at planned densities.

The Alpine Cove area consists of 61 total lots with 50 existing homes. They are currently connected to the Alpine City sewer system with no buildout capacity issues for the 61 equivalent residential units (ERUs). They own and operate their own culinary water system that serves both indoor and landscape irrigation for a buildout total of 427 equivalent residential connections (ERC's).

The Melby area north of Alpine Cove is currently undeveloped with a proposed 31 homes with 31 sewer ERUs and 217 culinary water ERCs. The Pine Grove area north and east of Alpine Cove is currently undeveloped with a proposed 24 homes with 24 sewer ERUs and 168 culinary water ERCs.

Previous sanitary sewer modeling in 2015 showed that both the Melby and Pine Grove areas could be connected to the Alpine City sewer system without any necessary off-site sewer improvements. The current sewer system master plan was based on current zoning and development densities in the City. Adding the Melby and Pine Grove areas to the master planned sewer system will not require any additional off-site improvements. Any additional annexations or increased development densities above current zoning in Alpine City would likely trigger the need for extensive improvements.

Unlike the sanitary sewer system the impacts to the culinary water system are significant. I will address impacts to 5 separate areas in the following paragraphs.

Pressure Zones:

Taking a concept level look at the proposed annexation areas and their elevations it is recommended that Alpine Cove remain a separate pressure zone. The Melby and Pine Grove areas should be constructed as one pressure zone with maximum (150 psi) and minimum (40 psi) pressures determining the extent of development in the areas. This should encompass the majority of the developable area. The lower half of Alpine Cove could be included in the Alpine City Grove Zone but the upper half would be too low in elevation to fit in the Melby/Pine Grove Zone. Hence the recommendation that Alpine Cove remain in its own zone. The Melby area was modeled previously and it could be connected to the Box Elder zone but the Pine Grove area is too high to be served by the Box Elder zone. Because the Pine Grove area would require its own pressure zone and the Box Elder tank has limited capacity to serve the Melby area I recommend that the Melby and Pine Grove areas become a separate pressure zone. See Figure 1 for proposed pressure zones.

Culinary water storage:

Alpine Cove currently has 405,000 gallons of water storage in service for the 427 ERCs. County records show one home in the area larger than 16,000 square feet. I estimate the Alpine Cove area needs 650,000 gallons of storage to meet the number of ERCs and fire flow storage for the largest home. If the largest home is equipped with fire sprinklers then the requirement would be reduced to around 350,000 gallons. At worst case the Alpine Cove area needs an additional tank constructed at a cost of \$500,000.

The Melby and Pine Grove areas are undeveloped but would likely have similar storage needs as Alpine Cove because the number of ERCs is similar and the home sizes would likely be similar as well. Storage needs could be reduced if homes over a certain size are equipped with fire sprinklers. I am assuming that the cost of any new storage facility for this area would be borne by the developers. The cost of operation, maintenance and replacement would be borne by Alpine City.

Water Rights:

Alpine Cove owns their own water rights and a quick preliminary review of those rights suggests they have adequate rights for their use. This should be verified before Alpine City taking over ownership and responsibility of providing water to Alpine Cove.

Melby and Pine Grove would have similar water right needs as Alpine Cove. These developments should be required to turn over to Alpine City adequate water rights to serve their needs just like any other development in the City. Having water rights on paper and actually having the water source to provide the actual water may be another question entirely. Water sources are discussed in the next section.

Water Sources:

The State of Utah Division of Drinking Water requires that Alpine City maintain a certain amount of water source to supply its residents. The residents of Alpine City utilize a certain amount of water per ERC on average which is less than what the Division requires. It is anticipated that the Division will lower its source requirements once it has established new standards after studying water use throughout the State. This study has not been funded yet by the State legislature and it will take several years once it is funded. Alpine City has enough water sources (wells and springs) to meet both the actual use and Division requirements for many years. It does not have enough sources to meet the Division requirements at buildout. Alpine City will have just enough culinary water to meet its actual usage at buildout if the Busch Well is connected back to the culinary system. The sources currently available for the culinary system are Grove Spring, the 300 East Well and the Silverleaf Well.

Alpine Cove currently owns and operates three wells to meet its culinary demands. I would recommend a full and complete review of these well sources to determine if they are viable long term sources in the event they are turned over to the Alpine City to own and operate. The capacity of these sources needs to be verified as well to determine if the City will need to supplement the capacity. As noted above Alpine City will not have the capacity to supplement Alpine Cove at buildout.

The Melby and Pine Grove areas are undeveloped and do not have a culinary water supply. If these areas are annexed into the City an additional culinary water source would need to be developed to meet their needs. It is estimated that it would cost between \$1.5 and \$2.0 million to develop a culinary well with the capacity to meet this need. It is likely that this same well could meet the needs of Alpine Cove as well if that becomes necessary.

Water System Piping and Booster Stations:

Alpine Cove owns and operates its own piping system. It is recommended that a full and complete analysis of the piping system be conducted to see if it meets current Division of Drinking Water standards before Alpine City assumes ownership or control in a potential annexation. My preliminary analysis suggests that the current pipe sizes

are not adequate to supply fire flow to all the homes in Alpine Cove per the International Fire Code (IFC). In 2001 the Cove constructed improvements to bring its fire flow and storage capacity up to 1,500 gpm for two hours. My modeling confirms the existing system will meet that standard. Alpine City's fire flow standard in its water master plan is to provide a minimum of 1,750 gpm fire flow in the whole system. Additional fire flow is provided for all homes larger than 4,800 sf on a case by case basis to meet IFC standards. Larger homes have the option of installing fire sprinklers or using alternate building materials to reduce their fire flow requirements if the water system cannot supply the need.

None of the Alpine Cove's water system meets the Alpine City fire flow standard. The following improvements are recommended to bring the Alpine Cove's water system up to Alpine City's standards. These recommendations may change slightly if some of the larger homes have automatic fire sprinkler systems. See Figure 2.

- Replace the 8 inch waterline with 12 inch from the tanks down to the existing 12 inch line in Aspen Drive (1,600 feet)
- Replace the 6 inch waterline with 8 inch on Alpine Cove Drive from Aspen Grove Drive to Silver Sage (1,500 feet)
- Replace the 6 inch waterlines with 8 inch in most cul-de-sacs (1,800 feet)

It is estimated that \$900,000 in waterline improvements are necessary to supply adequate fire flow protection. It is possible that a Pressure Reducing Valve (PRV) station with associated piping connections could be built for around \$100,000 to mitigate some of the waterline improvements. This PRV station could also mitigate for some of the inadequate storage capacity noted above. This PRV station would operate only during fire flow situations or other emergencies. This setup would require significant annual testing and maintenance to ensure adequate fire flow protection. Having adequate storage and waterlines for necessary fire flows requires a lot less annual maintenance.

The Melby and Pine Grove areas do not have any waterline infrastructure in place. It is assumed that all waterlines at the length and sizes necessary to serve these areas would be constructed by the developers of each. Off-site improvements are discussed in the following paragraph.

Generally speaking Alpine City's high capacity culinary water sources are located in south and central areas of the City and not in the northeast annexation area. The most likely location to develop a new culinary water source is in the south central area of the City. This means that significant piping and booster pumps would need to be constructed to deliver water from the potential sources to the northeast annexation areas. Since the location of a new source is unknown it is difficult to estimate the cost. At a minimum a booster pump station would be required to get water from the Alpine City Grove Zone to the Melby/Pine Grove Zone. See Figure 1 for zone locations. This would likely cost in the \$500,000 range. This same station could be used to house any required boosters to the Alpine Cove zone and or PRV to the Alpine Cove zone. An additional \$500,000 booster pump would likely be required from the Lambert Zone to the Grove Zone. Depending on the location of the new water source an additional \$500,000 booster pump may be required from the Alpine Zone to the Lambert zone. I have not estimated at this point what off-site waterlines may be required because of the unknown location of a new water source but the costs could well be several million.

With the exception of the Box Elder, Willow Canyon, and Three Falls developments there is no pumping required to meet the City's current culinary water needs. That is because the City's Grove Springs meet the City's needs without pumping. With the addition of Alpine Cove, Melby, and Pine Grove areas there will be much more pumping required to meet the culinary water needs of the City. Not only will these areas need pumping to obtain their water requirement, all downstream users will now need water pumped to serve them. There will be higher than typical operation and maintenance costs for all the new areas as well as higher costs for existing users. It is recommended that the City explore variable water charges to assign higher operation and maintenance charges to those areas of the City that cause higher costs to the system.



1:26,000

Legend

Alpine

Culinary Pressure Zone

Alpine

Alpine Cove

Box Elder

Grove

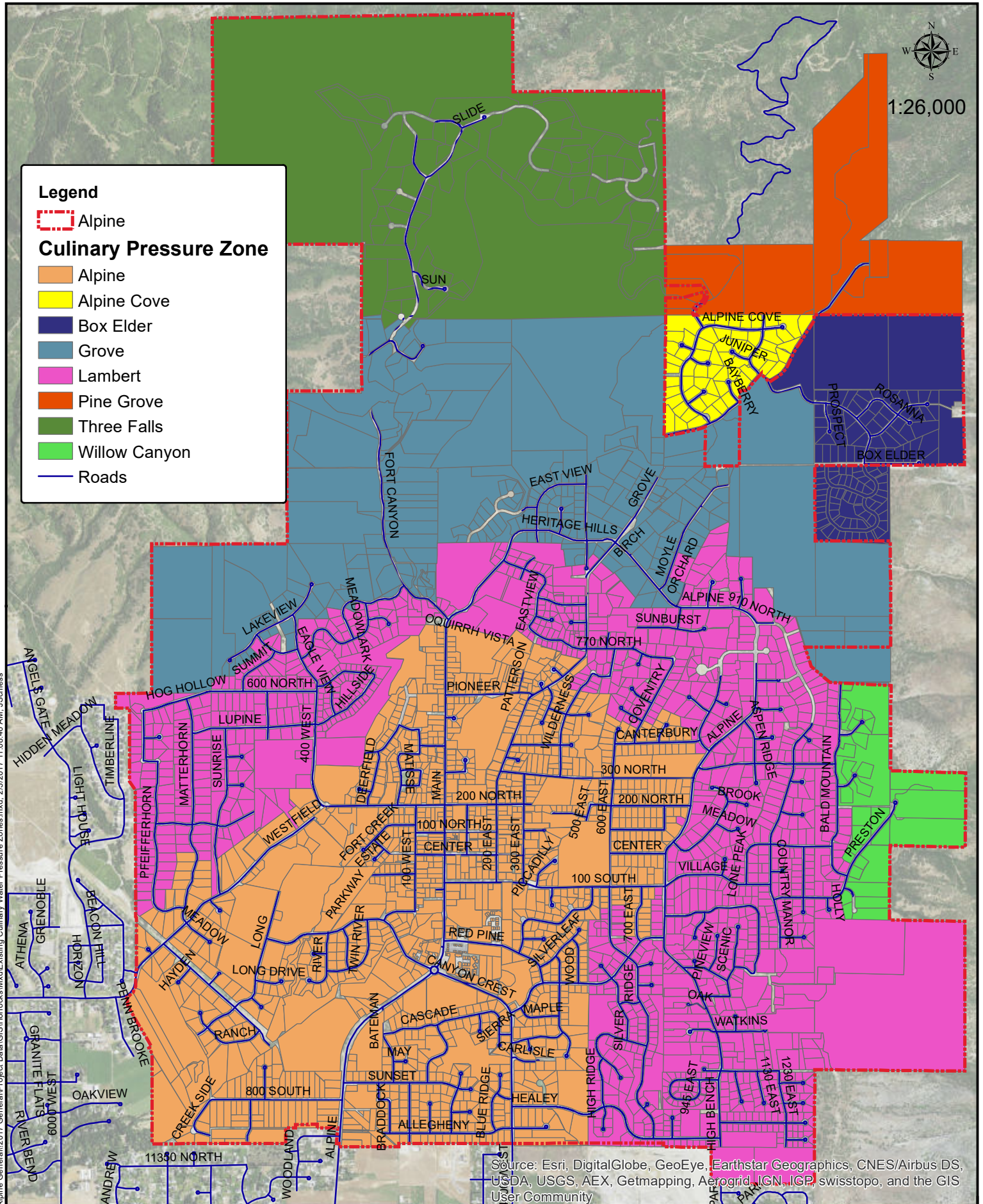
Lambert

Pine Grove

Three Falls

Willow Canyon

Roads



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

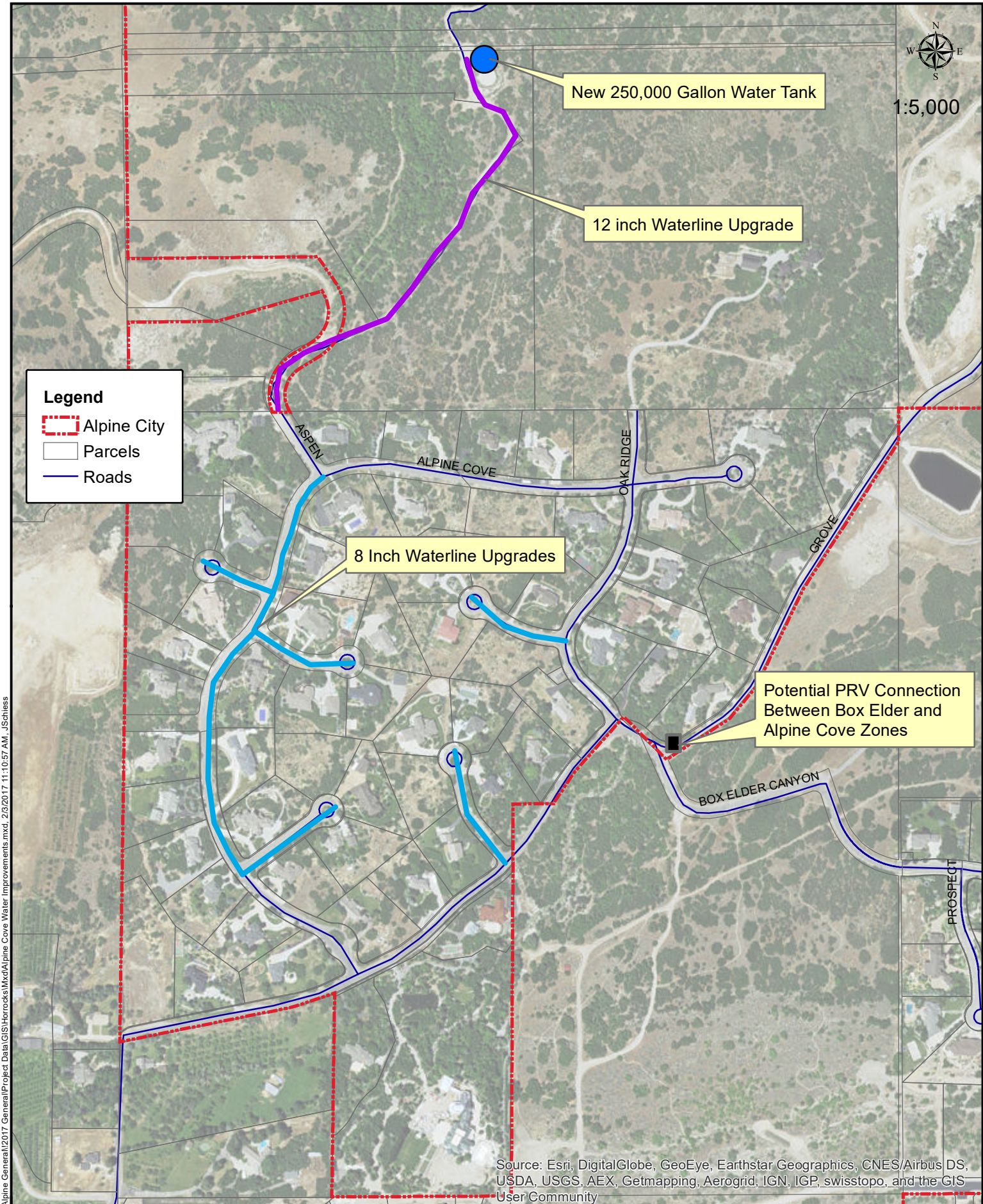


2162 West Grove Parkway
Suite #400
Pleasant Grove, UT
(801) 763-5100

Culinary Water Pressure Zones

| | |
|----------|----------|
| DATE | 2/3/2017 |
| DRAWN | JES |
| Figure 1 | |

0:\2017\PG-014-1701 Alpine General\2017 General\Project Data\GIS\Horrocks\Existing Culinary Water Pressure Zones.mxd, 2/3/2017 11:08:40 AM, JSchless



O:\2017\PG-014-1701 Alpine General\2017 General\Project Data\GIS\Horrocks\Mxd\Alpine Cove Water Improvements.mxd, 2/3/2017 11:10:57 AM, JSchless

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Annexation Policy Plan & Map

Adopted Month 00, 2017
Ordinance No. 2017-00

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| EXHIBIT G: UTAH STATE CODE 10-2-401.5 | |

INTRODUCTION

In accordance with Section 10-2-401.5, Utah State Code (Exhibit G), “no municipality may annex unincorporated area located within a specified county unless the municipality has adopted an annexation policy plan.” An Annexation Policy Plan is created by a city to guide decision making regarding future annexations and helps a city plan for future expansion in conjunction with neighboring political entities. Open communication between a city and other political entities, particularly the County, is a priority in the process of developing an Annexation Policy Plan. The following document addresses the requirements outlined in Section 10-2-401.5.

EXPANSION AREA MAP

Alpine City shall adopt and maintain an expansion area or a proposed annexation map (Exhibit A) that represents the growth boundary which includes territories outside, but adjacent to the community, that may be annexed into the City. This map is consistent with the Alpine City Land Use Map (Exhibit B). The annexation area plan shall incorporate the long-range planning objectives contained in the land use plan of the community and shall represent a graphic representation of the areas for which the City intends to provide services. The Alpine City Annexation Policy Plan anticipates the annexation of the following areas:

Chart 1 – Annexation Areas

| | | |
|--------------------------|----------------------------|-----------------|
| Alpine Cove | 76.21 acres | 62 lots |
| South of Box Elder | 41.00 acres | 59 lots |
| East Area | 20.29 acres | ≈ 12 lots |
| Schoolhouse Springs Area | 280.56 acres | 0 lots |
| <u>North Area</u> | <u>70.72 acres</u> | - |
| <u>Pine Grove</u> | <u>157.86 acres</u> | - |
| TOTAL | <u>646.64 acres</u> | 133 Lots |

Chart 1: See Exhibit C for a review of each area. This plan does not grant nor guarantee any number of lots.

Even though the proposed properties may lie within the expansion area, there is no guarantee that the annexation request will be approved by the City. The petition for annexation may require additional requirements than those contained in the current Annexation Policy Plan, which include:

1. Areas to be annexed must be contiguous to the corporate limits of Alpine City at the time of submission of the annexation request.
2. Alpine City shall avoid gaps between or overlaps with the expansion areas of other municipalities.
3. Proposed annexations will not be approved if they create an island or peninsula of the unincorporated area.

STATEMENT OF CRITERIA

The following is a statement of the criteria Alpine City will use in determining whether or not to approve future annexation petitions.

A. CHARACTER OF THE COMMUNITY

Alpine City was settled in 1850 in the northeast corner of Utah County. In 1855, the settlement was officially incorporated as the City of Alpine. The City highly values its history and reputation as a great place to live and raise a family. An overwhelming majority of its residents chose to live in Alpine because of the family oriented, small town feel of the City and the stunning beauty of the surrounding mountains. Alpine is an excellent location for individuals and families interested in an outdoor lifestyle surrounded by a scenic environment. A primary focus of the City is to preserve and maintain these characteristics and a high quality of life.

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. When the annexed property is developed, it should be done in accordance with the Annexation Policy Plan and the Alpine City General Plan.

POLICY STATEMENT: Development in Annexed Areas to Conform to Master Plan

All annexations accepted by Alpine City shall be found in conformance with the Alpine City Land Use Plan. Alpine City may exercise its initiative to prepare and adopt a Master Plan for future development in those extraterritorial areas of interest for future annexation as indicated in this Policy Plan. This Master Plan will define proposed land uses as well as the nature and potential density of development desired in each particular area. Once adopted, any proposed development in an area to be annexed must conform to the Master Plan, notwithstanding the said Master Plan may be amended from time to time as deemed necessary and appropriate. See Exhibit C for details of the Master Plan.

POLICY STATEMENT: Planning Commission to Review Annexation

In order to facilitate orderly growth and development in Alpine City, the Planning Commission shall review all proposed annexations and make recommendations to the City Council (as set forth in State statute) concerning the parcel(s) to be annexed, effects on the City's Land Use Plan, and the recommended zoning designation for the proposed annexed area.

POLICY STATEMENT: Annexation to be Considered Only in Areas of Potential Urban Service

Alpine City's policy is to consider annexation only in those areas where the City has the potential to provide urban services (either directly or through inter-local cooperative agreement). These areas may include locations served or to be served by the City's water system, pressurized irrigation system, sewer system, and emergency services.

POLICY STATEMENT: Islands and Peninsulas of Unincorporated Areas to be Annexed

Alpine City encourages islands and peninsulas of unincorporated territory located within the incorporated area of the City to become annexed.

B. THE NEED FOR MUNICIPAL SERVICES IN DEVELOPED AND UNDEVELOPED UNINCORPORATED AREAS

All areas included in the Annexation Policy Plan will need the municipal services shown below in Chart 2 based on the information outlined in the Master Plan in Exhibit C. Utah County policy is that municipal services should be provided by cities and not by the county.

Chart 2 – Need for Municipal Services

| Annexation Area | Streets | Water | Sewer | Storm Drainage | Parks & Trails | Pressurized Irrigation |
|---------------------------------|--|-------------------------------------|-------------------------------------|--|------------------------------|---|
| Alpine Cove | Streets Need to be Improved to Alpine City Standards | Already Completed | Already Completed | Already Completed | Trails would Not be Included | Will Not be Provided |
| South of Box Elder | Streets Already Improved to Alpine City Standards | Already Completed | Already Completed | Already Completed | Trails would be Included | Will Not be Provided |
| East Area | Extend Country Manor Lane and High Mountain Dr. | Extend from Lambert Park | Extend from High Mountain Dr. | Detention basin required and storm drain tied into City system | Trails would be Included | Pressurized Irrigation Line Runs across Bennett Farms |
| Schoolhouse Springs Area | Need for Improved Streets Not Expected | Need for Water Service Not Expected | Need for Sewer Service Not Expected | Need for Storm Drainage Not Expected | Trails would be Included | Will Not be Provided |
| <u>North Area</u> | <u>Extend Aspen Dr. and Oak Ridge Dr.</u> | | | | | |
| <u>Pine Grove</u> | <u>Improve Grove Drive and Build New Local Streets</u> | | | | | |

C. THE MUNICIPALITY’S PLANS FOR EXTENSION OF MUNICIPAL SERVICES

Alpine City has developed Capital Facilities Master Plans for water, sewer, streets, parks, and storm drainage. These plans include the areas outlined in the Annexation Policy Plan. The systems have been master planned to provide sufficient capacity to include the proposed annexation areas.

D. HOW THE SERVICES WILL BE FINANCED

The services will be financed by the developer installing the improvements and by impact fees.

E. AN ESTIMATE OF THE TAX CONSEQUENCES TO RESIDENTS BOTH CURRENTLY WITHIN THE MUNICIPAL BOUNDARIES AND IN THE EXPANSION AREA FOR THE NEXT FIVE YEARS

It is not anticipated that tax rates would change when an annexation takes place. The burden on existing residents would be off-set by the increase in property tax revenue paid on new buildings and by increased sales tax received because of the increase in population.

Chart 3 – Present & Five-Year (Fiscal Year) Projections of the Cost of Municipal Services in the Proposed Annexation Area

| MUNICIPAL SERVICES | FY2016 | FY2017 | FY2018 | FY2019 | FY2020 | FY2021 |
|------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| General Government | \$ 249,624 | \$ 257,777 | \$ 265,930 | \$ 274,083 | \$ 282,236 | \$ 290,388 |
| Water | \$ 34,961 | \$ 35,203 | \$ 35,445 | \$ 35,687 | \$ 35,929 | \$ 36,171 |
| Sewer | \$ 50,464 | \$ 51,040 | \$ 51,616 | \$ 52,192 | \$ 52,768 | \$ 53,345 |
| Garbage | \$ 21,392 | \$ 21,546 | \$ 21,700 | \$ 21,854 | \$ 22,008 | \$ 22,162 |
| Pressurized Irrigation | \$ 43,449 | \$ 43,986 | \$ 44,523 | \$ 45,060 | \$ 45,597 | \$ 46,134 |
| Storm Drain | \$ 9,461 | \$ 9,581 | \$ 9,701 | \$ 9,821 | \$ 9,941 | \$ 10,061 |
| TOTAL | \$ 409,351 | \$ 419,133 | \$ 428,915 | \$ 438,697 | \$ 448,479 | \$ 458,261 |

Chart 3: Projected cost of services is based on the FY2016 Alpine City Budget. According to the 2015 Census, the population of Alpine is approximately 10,235. The number of households is approximately 2,699 with an average of 3.8 persons per household. Projected costs are calculated by multiplying the projected number of households in the annexation area (133) by the cost per household.

Chart 4 – Present & Five-Year (Fiscal Year) Revenue to the Annexing Municipality

| REVENUE SOURCE | FY2016 | FY2017 | FY2018 | FY2019 | FY2020 | FY2021 |
|------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Property Taxes | \$ 91,006 | \$ 92,371 | \$ 93,736 | \$ 95,101 | \$ 96,466 | \$ 97,831 |
| Sales Taxes | \$ 54,151 | \$ 54,644 | \$ 55,137 | \$ 55,630 | \$ 56,123 | \$ 56,620 |
| Other Taxes & Fees | \$ 229,100 | \$ 235,703 | \$ 242,306 | \$ 248,909 | \$ 255,512 | \$ 262,133 |
| Water | \$ 35,264 | \$ 35,946 | \$ 36,628 | \$ 37,310 | \$ 37,992 | \$ 38,674 |
| Sewer | \$ 54,148 | \$ 54,966 | \$ 55,784 | \$ 56,602 | \$ 57,420 | \$ 58,242 |
| Garbage | \$ 25,991 | \$ 26,140 | \$ 26,289 | \$ 26,438 | \$ 26,587 | \$ 26,734 |
| Pressurized Irrigation | \$ 51,604 | \$ 51,954 | \$ 52,304 | \$ 52,654 | \$ 53,004 | \$ 53,353 |
| Storm Drain | \$ 14,999 | \$ 15,427 | \$ 15,855 | \$ 16,283 | \$ 16,711 | \$ 17,137 |
| TOTAL | \$ 556,263 | \$ 567,151 | \$ 577,739 | \$ 588,927 | \$ 599,815 | \$ 610,704 |

Chart 4: The tax rates used in the calculations and projected revenues for the property taxes (which are based on the assessed valuations of the properties in the proposed annexation areas) are shown in Exhibit D. Projected revenues are based on the FY2016 Alpine City Budget. According to the 2015 Census, the population of Alpine is approximately 10,235. The number of households is approximately 2,699 with an average of 3.8 persons per household. Projected revenues are calculated by multiplying the projected number of households in the annexation area (133) by the revenues generated per household.

F. THE INTERESTS OF ALL AFFECTED ENTITIES

Highland City. Alpine and Highland share a common boundary. In April 2000, both cities signed an agreement that all land west of the current Alpine boundary would be annexed and serviced by Highland.

In 2004, and again in 2009, Highland City and Alpine City agreed to adjust the boundary line to accommodate parcels that were split by the southwestern boundary line.

Utah County. Utah County's policy is that municipal type development should take place in cities. Alpine City would be able to serve all of the land shown in the Alpine City Annexation Policy Area.

US Forest Service. Several of the annexations proposed in the Alpine Annexation Policy Area are adjacent to Forest Service lands. It is anticipated that the development of these proposed annexation lands would be compatible with the Forest Service land in preserving open space and not having a negative impact on the Forest Service land.

Draper City. Draper City abuts Alpine City in the northwest corner. It is anticipated that the Timpanogos Special Service District will provide sewer service to the undeveloped property in Draper that lies within Utah County. Alpine City has no intention to include any lands currently within Draper City boundaries in its Annexation Policy Plan.

Alpine School District. Alpine City is located within the boundaries of the Alpine School District and it is anticipated that Alpine School District will provide school service to the area.

Timpanogos Special Service District (TSSD). The Timpanogos Special Service District provides sewage treatment for Alpine, Lehi, Pleasant Grove, Highland, Cedar Hills, and American Fork. District facilities have been sized to accommodate the growth of member cities.

North Utah County Water Conservancy District (NUCWD). The North Utah County Water Conservancy District controls run-off into Dry Creek and requires detention facilities so that run-off does not exceed historic flows.

Alpine Cove Special Service District. The Alpine Cove Special Service District provides water to the Alpine Cove area.

JUSTIFICATION FOR EXCLUDING AREAS

Utah State law requires the City to justify the exclusion from the expansion area any area containing urban development within ½ mile of the municipality's boundary. No such areas are excluded from the expansion area.

COMMENTS BY AFFECTED ENTITIES

Utah State law requires the City to include a statement addressing any comments made by affected entities at or within ten days after the public meeting under Subsection (2)(a)(ii) of Section 10-2-401.5. When the Annexation Policy Plan and Map were amended in 2009, Draper City submitted a letter asking Alpine City to consider several properties adjacent to Alpine City's western boundary that are currently incorporated into Draper City. Draper City's contention was that it would be easier for Alpine City to provide municipal services to these properties. Upon review of this request, Alpine City does not intend to include these properties in its Annexation Policy Plan. No other entities commented.

PLANNING COMMISSION AND CITY COUNCIL DUTIES

While developing, considering, and adopting the Annexation Policy Plan, the Planning Commission and City Council shall do the following:

- A. Attempt to avoid gaps between, or overlaps with, the expansion areas of other municipalities.**

Alpine City has reached an agreement with Highland City on the annexation area so there will be no gaps created. All of the unincorporated land west and south of the current and proposed Alpine City limits is planned to be annexed by Highland City.

B. Consider population growth projections for the municipality and adjoining areas for the next 20 years.

Alpine's growth projections, including the areas included in the Annexation Policy Plan, are as follows:

Chart 5 – Projected Population Growth in Alpine for the Next Twenty Years

| YEAR | POPULATION | ANNEXATION AREAS | YEAR | POPULATION | ANNEXATION AREAS |
|------|------------|------------------|------|------------|------------------|
| 2017 | 10,509 | 4 | 2027 | 12,818 | 4 |
| 2018 | 10,960 | 251 | 2028 | 13,018 | 4 |
| 2019 | 11,221 | 61 | 2029 | 13,222 | 4 |
| 2020 | 11,459 | 38 | 2030 | 13,322 | 4 |
| 2021 | 11,682 | 23 | 2031 | 13,426 | 4 |
| 2022 | 11,882 | 4 | 2032 | 13,476 | 4 |
| 2023 | 12,098 | 4 | 2033 | 13,530 | 4 |
| 2024 | 12,298 | 4 | 2034 | 13,580 | 4 |
| 2025 | 12,514 | 4 | 2035 | 13,634 | 4 |
| 2026 | 12,714 | 4 | 2036 | 13,684 | 4 |

Chart 5: "Population" refers to total Alpine City Population. "Annexation Areas" refers to Alpine City population growth from annexation areas. This chart assumes +200 residents per year growth rate for 2017-2026 plus growth from annexation areas, +100 residents per year growth rate for 2027-2031 plus growth from annexation areas and +50 residents per year growth rate for 2032-2036 plus growth from annexation areas.

Chart 6 – Projected Number of Homes in Annexation Areas for the Next Five Years

| ANNEXATION AREA | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | TOTAL |
|--------------------------|----------|----------|-----------|-----------|-----------|----------|-----------|
| Alpine Cove | 0 | 1 | 0 | 1 | 0 | 1 | 3 |
| South of Box Elder | 0 | 5 | 15 | 15 | 10 | 5 | 50 |
| East Area | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Schoolhouse Springs Area | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 0 | 6 | 15 | 16 | 10 | 6 | 53 |

Chart 7 – Projected Population Growth in Annexation Areas for the Next Five Years

| ANNEXATION AREA | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | TOTAL |
|--------------------------|------|-------------|-------------|-------------|-------------|-------------|--------------|
| Alpine Cove | 0.0 | 3.8 | 0.0 | 3.8 | 0.0 | 3.8 | 11.4 |
| South of Box Elder | 0.0 | 19.0 | 57.0 | 57.0 | 38.0 | 19.0 | 190.0 |
| East Area | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Schoolhouse Springs Area | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| TOTAL | | 22.8 | 57.0 | 60.8 | 38.0 | 22.8 | 201.4 |

Chart 7: Assuming growth rate of 3.8 persons per household.

- C. Consider current and projected costs of infrastructure, urban services, and public facilities necessary to facilitate full development of the area within the municipality; and to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area.**

Alpine City has included costs of serving the Annexation Policy Plan areas in its capital facilities plans. The costs of over-sizing lines and facilities have been included in the City's impact fee analyses. The costs to install lines and facilities in the Annexation Policy Plan area itself will be borne by the developer.

Public Facilities Provided by Other Entities

Sewage Treatment - All of the Annexation Policy Plan area will be included in the Timpanogos Special Service District boundaries.

School - All the Annexation Policy Plan area is included in the Alpine School District boundaries.

Other Taxing Districts - The Annexation Policy Plan area will not affect any other taxing districts.

- D. Consider in conjunction with the municipality's General Plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development.**

Alpine City is surrounded by natural growth boundaries and neighboring municipalities. Draper City's boundary and Highland City's boundary directly abut on Alpine City's boundary. There are only a few areas left of unincorporated land that the City would consider annexing. It is assumed that if these areas are annexed by Alpine City, they would be residential in nature to blend in with existing neighborhoods.

- E. Consider the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the municipality.**

Alpine City intends to promote development which will preserve open space, protect hillsides, and important recreational areas. The proposed expansion area is full of great resources and should be included in the overall land use plan.

- F. Be guided by the following principles regarding each proposed annexation. If practical and feasible, the boundaries of an area proposed for annexation shall be drawn:**

- *Along the boundaries of existing local districts and special service districts for sewer, water, and other services; along the boundaries of school districts whose boundaries follow city boundaries, or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities.*

- *To eliminate islands and peninsulas of territory that is not receiving municipal-type services.*

The Annexation Policy Plan will eliminate any existing islands or peninsulas, and will strive to prevent the creation of new peninsulas and islands.

- *To facilitate the consolidation of overlapping functions of local government.*

The Annexation Policy Plan will assure that one jurisdiction is providing services to an area.

- *To promote the efficient delivery of services.*

The Annexation Policy Plan will promote efficient delivery of service by clearly defining who will provide service to a particular area. The Annexation Policy Plan will consider areas that can be feasibly served.

- *Encourage the equitable distribution of community resources and obligations.*

Alpine City's Capital Facilities Master Plans outline the provision of municipal services in the Annexation Policy Plan Areas and assure that the services will be equitably distributed.

G. Annexation Fees

Annexation fees shall be paid according to the Alpine City Consolidated Fee Schedule as adopted by the Alpine City Council. Off-site improvements may also need to be accomplished by the applicant as part of the Annexation Fee.

Exhibit C

MASTER PLAN

This review of the unincorporated areas surrounding the City analyzes 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.

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 Plains
- h. Elevation
- i. Cost of City Services
- j. Wildlife habitat
- k. Water quality

This review is divided 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

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% |
| d. | Groundwater recharge areas & local groundwater conditions | High- recharge Low - groundwater conditions |
| e. | Flood hazards & erosion hazards | Medium - flood hazards Medium - erosion hazards |
| f. | Viewscapes | High |
| g. | Flood plains | Low |
| h. | Elevation | 30.47 acres above 5350 |
| i. | Water quality | High |
| j. | Cost of City Services | Medium |

| | | |
|----|----------------------------|------------------------------------|
| k. | Wildlife Habitat | High |
| l. | Sensitive Lands | High 41.0 acres in sensitive lands |
| m. | Urban/ wildlands Interface | High |

Land Use:

| | | |
|----|---------------------------|-----------------------|
| a. | Current County zoning | TR-5 |
| b. | Land Use Plan Designation | CR-40,000 |
| c. | Number of lots | 59 (Already Approved) |

EAST AREA – 20.29 ACRES

Located on the east side of the City

| | | |
|----|--|---|
| a. | Fault & Earthquake Hazards | Moderate - 2 faults on east side 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 conditions |
| 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 |
| m. | Urban Wildland Interface | High |

Land Use:

| | | |
|----|---------------------------|-------------|
| a. | Current county zoning | TR-5 & CE-1 |
| b. | Land Use Plan designation | CR-40,000 |
| c. | Potential number of lots | 12 |

ALPINE COVE – 76.21 ACRES

Located in the northeast area of the City

| | | |
|----|--|---|
| a. | Fault & Earthquake Hazards | Low |
| b. | Subsurface rock and soil types | Medium |
| c. | Slope of land | Moderate |
| d. | Groundwater recharge area & local groundwater conditions | High - recharge Low - groundwater |
| e. | Flood hazards and erosion hazards | Low - flood hazards Medium - erosion hazards |
| f. | Viewscapes | High |
| g. | Flood plains | Low |
| h. | Elevation | Approximately 30% above 5350 |
| i. | Cost of city services | High |
| j. | Wildlife habitat | High |
| k. | Water quality | High |
| l. | Sensitive lands | High |
| m. | Urban Wildland Interface | High |

Land Use:

- | | |
|------------------------------|-----------------------|
| a. Current county zoning | TR-5 |
| b. Land Use Plan designation | CR-40,000 |
| c. Number of lots | 62 (Already Approved) |

SCHOOLHOUSE SPRINGS AREA– 280.56 ACRES

Located in the north area of the City

- | | | |
|----|--|---|
| a. | Fault & Earthquake Hazards | High |
| b. | Subsurface rock and soil types | High |
| c. | Slope of land | High |
| d. | Groundwater recharge area & local groundwater conditions | High - recharge Low – groundwater conditions |
| e. | Flood hazards and erosion hazards | Low - flood hazards High - erosion hazards |
| f. | Viewscapes | High |
| g. | Flood plains | Low |
| h. | Elevation | High |
| i. | Cost of city services | Low |
| j. | Wildlife habitat | High |
| k. | Water quality | High |
| l. | Sensitive lands | High |
| m. | Urban Wildland Interface | High |

Land Use:

- | | |
|------------------------------|---------------|
| a. Current county zoning | CE-1 |
| b. Land Use Plan designation | CE-5 or CE-50 |
| c. Number of lots | 0 |

NORTH AREA– 70.72 ACRES

Located in the north area of the City

- | | | |
|----|---|---|
| e. | <u>Fault & Earthquake Hazards</u> | <u>-</u> |
| f. | <u>Subsurface rock and soil types</u> | <u>-</u> |
| g. | <u>Slope of land</u> | <u>-</u> |
| h. | <u>Groundwater recharge area & local groundwater conditions</u> | <u>-</u> |
| f. | <u>Flood hazards and erosion hazards</u> | <u>Low - flood hazards</u> <u>High - erosion hazards</u> |
| n. | <u>Viewscapes</u> | <u>High</u> |
| o. | <u>Flood plains</u> | <u>Low</u> |
| p. | <u>Elevation</u> | <u>High</u> |
| q. | <u>Cost of city services</u> | <u>-</u> |
| r. | <u>Wildlife habitat</u> | <u>High</u> |
| s. | <u>Water quality</u> | <u>High</u> |
| t. | <u>Sensitive lands</u> | <u>High</u> |
| u. | <u>Urban Wildland Interface</u> | <u>High</u> |

Land Use:

- | | |
|-------------------------------------|--------------------------|
| <u>a. Current county zoning</u> | <u>TR-5 and CE-1</u> |
| <u>b. Land Use Plan designation</u> | <u>CR-40,000 or CE-5</u> |
| <u>c. Number of lots</u> | <u>-</u> |

PINE GROVE AREA– 157.86 ACRES

Located in the north east area of the City

| | | |
|-----|---|---|
| i. | <u>Fault & Earthquake Hazards</u> | <u>-</u> |
| j. | <u>Subsurface rock and soil types</u> | <u>-</u> |
| k. | <u>Slope of land</u> | <u>-</u> |
| l. | <u>Groundwater recharge area & local groundwater conditions</u> | <u>-</u> |
| g. | <u>Flood hazards and erosion hazards</u> | <u>Low - flood hazards</u> <u>High - erosion hazards</u> |
| v. | <u>Viewscales</u> | <u>High</u> |
| w. | <u>Flood plains</u> | <u>Low</u> |
| x. | <u>Elevation</u> | <u>High</u> |
| y. | <u>Cost of city services</u> | <u>-</u> |
| z. | <u>Wildlife habitat</u> | <u>High</u> |
| aa. | <u>Water quality</u> | <u>High</u> |
| bb. | <u>Sensitive lands</u> | <u>High</u> |
| cc. | <u>Urban Wildland Interface</u> | <u>High</u> |

Land Use:

| | | |
|----|----------------------------------|----------------------------|
| a. | <u>Current county zoning</u> | <u>TR-5, CE-1 and CE-2</u> |
| b. | <u>Land Use Plan designation</u> | <u>CR-40,000 or CE-5</u> |
| c. | <u>Number of lots</u> | <u>-</u> |

Total acres in Annexation Study

646.64 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.**

Exhibit D

2016 TAX RATE ANALYSIS

| ENTITY | AREA TO BE ANNEXED | ALPINE CITY |
|--------------------------------|--------------------|-------------------------|
| Utah County | 0.0008340 | 0.0008340 |
| Central Utah Water Cons. Dist. | 0.0004000 | 0.0004000 |
| Alpine School District | 0.0077180 | 0.0077180 |
| State Assessed | 0.0000110 | 0.0000110 |
| County Assessed | 0.0002040 | 0.0002040 |
| Alpine City | | 0.0013880 |
| North Utah County Water Dist. | 0.0000230 | 0.0000230 |
| Service Area 6 – Law, Zoning | 0.0013790 | |
| Service Area 7 – Fire Service | 0.0008310 | |
| Service Area 8 – Planning | 0.0003090 | |
| TOTAL RATE | 0.0117090 | 0.0105780 |
| TOTAL ASSESSED VALUE | | \$ 65,566,100.00 |
| - Alpine Cove | | \$ 49,120,000.00 |
| - South of Box Elder | | \$ 15,837,600.00 |
| - East Area | | \$ 608,500.00 |
| - Schoolhouse Springs Area | | \$ 0.00 |
| UTAH COUNTY TAX | | \$ 767,713.46 |
| ALPINE CITY TAX | | \$ 693,558.20 |

Exhibit E: Rates were obtained from the 2016 Tax Rate Analysis from the Utah County Treasurer's Department. The total rate is the sum of all rates listed. The Total Assessed Value was calculated by adding together the 2016 assessed values of all proposed annexation areas (Alpine Cove, South of Box Elder, East Area and Schoolhouse Springs Area). The County Tax is calculated by multiplying the Total Assessed Value by the Total Rate for the Area to be Annexed. The Alpine Tax is calculated by multiplying the Total Assessed Value by the Total Rate for Alpine City.

Exhibit E

20 Year Projected Annexation Lot Growth

[illegible]

20 Year Projected Annexation Population Growth

[illegible]

Exhibit F

INTERLOCAL COOPERATION AGREEMENT ESTABLISHING AN ANNEXATION BOUNDARY LINE BETWEEN HIGHLAND AND ALPINE

This agreement is made by and between Alpine City and Highland City, municipalities organized and existing under the laws of the State of Utah.

WHEREAS, the boundaries of the two cities surround an island of unincorporated land in Utah County and

WHEREAS, the actual contour of the land makes providing of municipal services in some areas near this line more economical for Highland City and in other areas near the line more economical for Alpine City; and

WHEREAS, in order to avoid disputes between the parties over areas of annexation, it is desirable to agree upon and designate a line in which will represent Alpine's Western limits of annexation and Highland's northern limits of annexations; and

WHEREAS, the parties have been able to agree upon such a designated line:

NOW THEREFORE, the parties hereby agree, pursuant to the Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-1 at seq. (1953 as amended) as follows:

- A. The duration of this agreement is as set forth in paragraph 5 below.
 - B. No separate legal or administrative entity is required or created by this agreement
 - C. The purpose of this agreement is as set forth in the preamble to this agreement
 - D. This agreement does not give rise to a joint or cooperative undertaking
 - E. The method of termination of this agreement is set forth in paragraph 5. Further, there will be no jointly owned property arising from this agreement
 - F. No administrator or joint board is required to be appointed or established pursuant to this agreement
 - G. There will be no real personal property acquired, held or disposed of pursuant to this agreement.
1. The boundary line described as Exhibit "A" attached hereto shall constitute the westernmost boundary of the area covered by the Alpine City General Plan for Land Use and Annexation and the northernmost boundary of the area covered by Highland City General Plan for Land Use and Annexation. Exhibit "B" attached hereto plots said boundary line on a map of the area.
 2. From and after the date of this agreement and during the term thereof, Alpine City shall not annex, or encourage, entertain, or accept a petition for annexation of any land located west of the line described above without the prior written consent of Highland City. From and after the date of this agreement and during the term thereof, Highland City shall not annex, or encourage, entertain, or accept a petition for annexation of any land located east of the line described above without the prior written consent of Alpine City.

3. The written consent described in paragraph 2 above shall not be unreasonably withheld if the petitioning property owner requests annexation across said boundary line and it appears to the city council of the city whose consent is required that the city to whom the property owner wishes to be annexed can reasonably provide services to said property without adversely affecting existing, planned, or potential services of the consenting city during the term of this agreement.
- A. The intended purpose of this paragraph is to accommodate annexation requests by single household and small-parcel property owners whose properties are situated adjacent to said boundary line.
 - B. It is not intended to apply to large parcels of primarily undeveloped property or to properties not situated adjacent to the boundary line established herein (or as subsequently modified). Owners and/or developers of such other properties may request consent from a city to allow annexation of their properties to the city situated on the opposite side of the boundary line, but the city from whom consent is sought need not justify any refusal to render the desired consent.
- b. This agreement shall be binding upon the parties for a period of fifteen years from the date hereof. Thereafter, it shall automatically be extended for successive periods of six years each unless either party shall give written notice of termination to the other party at least 60 days prior to the expiration of the original term or any extension thereof.
 - c. This agreement supersedes any oral or written discussions, negotiations, or agreements concerning the annexation boundary line of each city. This document may be amended only by written agreement of the parties hereto.
 - d. This agreement shall not take effect until it has been approved by the city councils of Alpine and Highland City and has been approved as to form and compatibility with the laws of the State of Utah by each municipality's city attorney. Thereafter, an original of this agreement shall be filed with each municipality's city recorder.
 - e. A violation of this agreement constitutes valid and sufficient grounds for a protest before the Utah County Boundary Commission in addition to any judicial action deemed necessary to enforce this agreement and to protect the municipality offended or injured by such violation.
 - f. In the event of a breach of this agreement, the breaching party shall be obligated and responsible to pay the reasonable attorney's fees and costs of the non-breaching party, whether or not litigation is commenced, including but not limited to any court costs and other costs of litigation, and any costs associated with a protest which may be occasioned as a result of breach.

IN WITNESS WHEREOF, the parties have executed this agreement by authority of motions of their respected city councils this 25th day of April 2000.

Exhibit G

UTAH STATE CODE

10-2-401.5. Annexation policy plan.

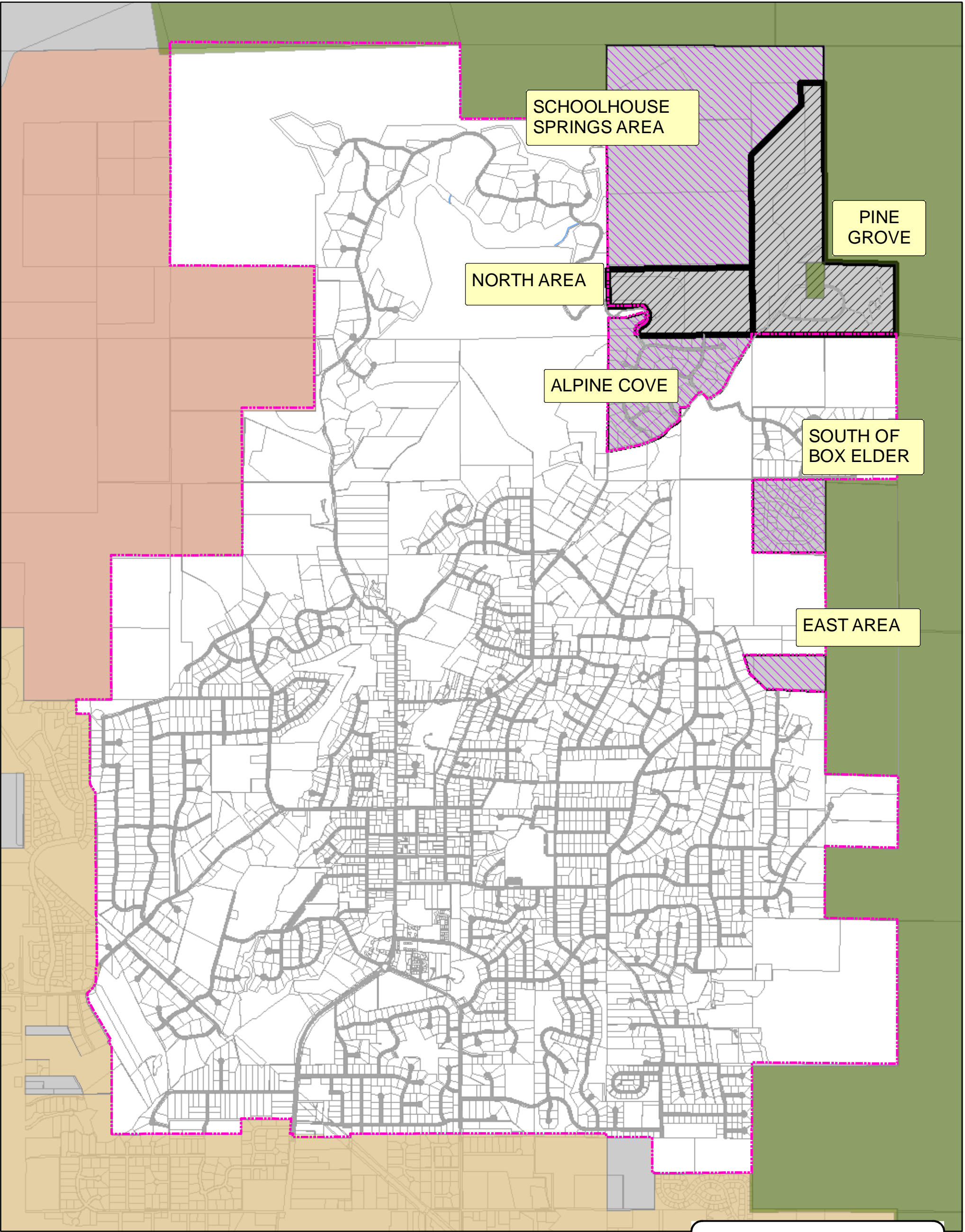
- (1) After December 31, 2002, no municipality may annex an unincorporated area located within a specified county unless the municipality has adopted an annexation policy plan as provided in this section.
- (2) To adopt an annexation policy plan:
 - (a) the planning commission shall:
 - (i) prepare a proposed annexation policy plan that complies with Subsection (3);
 - (ii) hold a public meeting to allow affected entities to examine the proposed annexation policy plan and to provide input on it;
 - (iii) provide notice of the public meeting under Subsection (2)(a)(ii) to each affected entity at least 14 days before the meeting;
 - (iv) accept and consider any additional written comments from affected entities until ten days after the public meeting under Subsection (2)(a)(ii);
 - (v) before holding the public hearing required under Subsection (2)(a)(vi), make any modifications to the proposed annexation policy plan the planning commission considers appropriate, based on input provided at or within ten days after the public meeting under Subsection (2)(a)(ii);
 - (vi) hold a public hearing on the proposed annexation policy plan;
 - (vii) provide reasonable public notice, including notice to each affected entity, of the public hearing required under Subsection (2)(a)(vi) at least 14 days before the date of the hearing;
 - (viii) make any modifications to the proposed annexation policy plan the planning commission considers appropriate, based on public input provided at the public hearing; and
 - (ix) submit its recommended annexation policy plan to the municipal legislative body; and
 - (b) the municipal legislative body shall:
 - (i) hold a public hearing on the annexation policy plan recommended by the planning commission;
 - (ii) provide reasonable notice, including notice to each affected entity, of the public hearing at least 14 days before the date of the hearing;
 - (iii) after the public hearing under Subsection (2)(b)(ii), make any modifications to the recommended annexation policy plan that the legislative body considers appropriate; and
 - (iv) adopt the recommended annexation policy plan, with or without modifications
- (3) Each annexation policy plan shall include:
 - (a) a map of the expansion area which may include territory located outside the county in which the municipality is located;
 - (b) a statement of the specific criteria that will guide the municipality's decision whether or not to grant future annexation petitions, addressing matters relevant to those criteria including:
 - (i) the character of the community;
 - (ii) the need for municipal services in developed and undeveloped unincorporated areas;
 - (iii) the municipality's plans for extension of municipal services;
 - (iv) how the services will be financed;
 - (v) an estimate of the tax consequences to residents both currently within the municipal boundaries and in the expansion area; and
 - (vi) the interests of all affected entities;
 - (c) justification for excluding from the expansion area any area containing urban development within 1/2 mile of the municipality's boundary; and
 - (d) a statement addressing any comments made by affected entities at or within ten days

after the public meeting under Subsection (2)(a)(ii).

- (4) In developing, considering, and adopting an annexation policy plan, the planning commission and municipal legislative body shall:
 - (a) attempt to avoid gaps between or overlaps with the expansion areas of other municipalities;
 - (b) consider population growth projections for the municipality and adjoining areas for the next 20 years;
 - (c) consider current and projected costs of infrastructure, urban services, and public facilities necessary:
 - (i) to facilitate full development of the area within the municipality; and
 - (ii) to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area;
 - (d) consider, in conjunction with the municipality's general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development;
 - (e) consider the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the municipality; and
 - (f) be guided by the principles set forth in Subsection **10-2-403**(5).
- (5) Within 30 days after adopting an annexation policy plan, the municipal legislative body shall submit a copy of the plan to the legislative body of each county in which any of the municipality's expansion area is located.
- (6) Nothing in this chapter may be construed to prohibit or restrict two or more municipalities in specified counties from negotiating and cooperating with respect to defining each municipality's expansion area under an annexation policy plan.

Enacted by Chapter 206, 2001 General Session

EXHIBIT A



Alpine City
Annexation Map

0 650 1,300 2,600 3,900 5,200 Feet

- Future Annexation Areas
- US Forest Service
- Future Annexation Areas Added
- Draper City
- Highland City
- Unincorporated Utah County
- Alpine City Boundary



Ordinance No. 2017-____
Adopted March __, 2017



ALPINE CITY COUNCIL AGENDA

SUBJECT: Larry Hilton Condominium Request

FOR CONSIDERATION ON: 9 May 2017

PETITIONER: Larry Hilton

ACTION REQUESTED BY PETITIONER: Approve the Request to Create Three Condominiums within the Designated Building

APPLICABLE STATUTE OR ORDINANCE: Chapter 6 (Condominium Conversion Policy)

BACKGROUND INFORMATION:

Larry Hilton has received approval of a building to be built at 341 South Main Street, Lot B of the Alpine Olde Town Centre Planned Commercial Development. The construction of the building is just finishing. Mr. Hilton is requesting that the building be converted into three separate condominiums. The same building previously received approval for 2 separate condominiums at the end of 2015.

Chapter 6 of the Alpine City Development Code lays out the requirements for the conversion of a building to condominiums. The ordinance requires several documents and that it go through the same process “as set forth in City ordinances dealing with major subdivisions.” (Section 6.6)

Mr. Hilton was given the Condominium Conversion Policy Ordinance and is now before the Planning Commission with the necessary documents for consideration of his request.

PLANNING COMMISSION RECOMMENDATION:

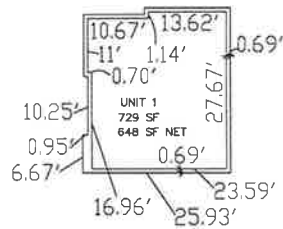
Jason Thelin moved to recommend approval of the Alpine Olde Towne Centre Lot B Condominium Conversion into three separate Condominiums.

David Fotheringham seconded the motion. The motion passed with 4 Ayes and 0 Nays. Jason Thelin, David Fotheringham, Steve Cosper, and John Gubler, all voted Aye.

ALPINE OLDE TOWNE CENTRE LOT B CONDOMINIUMS

LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

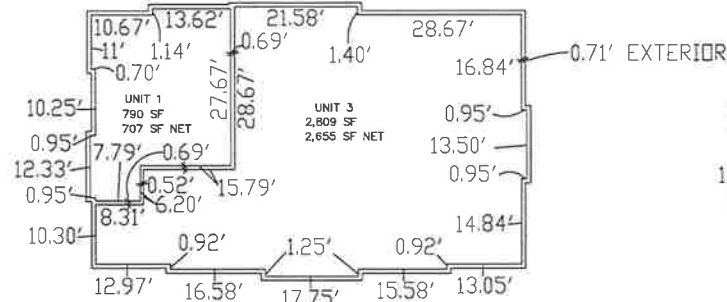
INTERIOR WALL DIMENSIONS
LOWER FLOOR



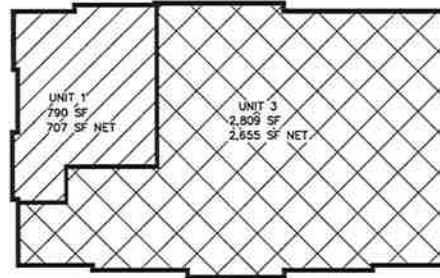
PRIVATE/LIMITED COMMON DELINEATION
LOWER FLOOR



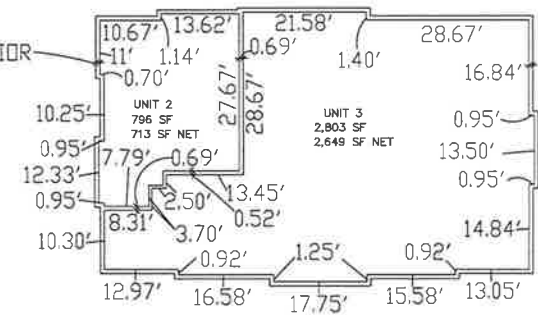
INTERIOR WALL DIMENSIONS
MAIN FLOOR



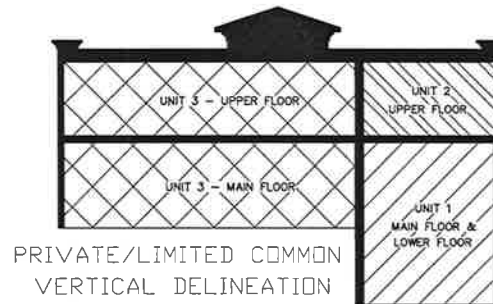
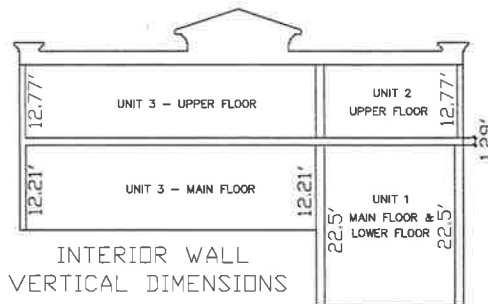
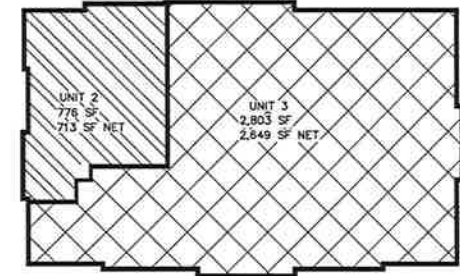
PRIVATE/LIMITED COMMON DELINEATION
MAIN FLOOR



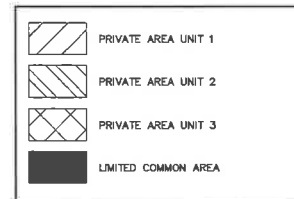
INTERIOR WALL DIMENSIONS
UPPER FLOOR



PRIVATE/LIMITED COMMON DELINEATION
UPPER FLOOR



LEGEND



PLAT A AMENDED ALPINE OLDE TOWNE CENTRE LOT B CONDOMINIUMS

AN EXPANDABLE CONDOMINIUM PROJECT
INCLUDES A VARIATION OF ALPINE OLDE TOWNE CENTRE
LOT B CONDOMINIUMS, PLAT A

ALPINE CITY, UTAH COUNTY, UTAH
SCALE: 1" = 10' FEET

SHEET 2 OF 2

First Amendment to 341 South Main, LLC Declaration of Condominium Covenants, Conditions, Restrictions & Management Plat A, Alpine Olde Towne Centre, Lot B Condominium

This First Amendment to the Declaration of Condominium Covenants, Conditions, Restrictions & Management for 341 South Main, LLC, is made this 2nd day of March, 2017, by DOMINION INSURANCE SERVICES, INC., A Utah Corporation ("DISI"), and LEGAL TENDER SERVICES, PLLC, A Utah Professional Limited Liability Company ("LTS") (collectively the "Parties") by deleting section 1 in its entirety and replacing it with the following:

1. *Condominiumization.* The parties hereby agree to divide the building located on the plot described below (the "Building") into three separate condominiums. Unit One shall occupy 707 square feet of the northwest corner of the ground floor of the Building, as well as the attached 648 square foot subterranean vault space. Unit Two shall occupy 713 square feet of the northwest corner of the upper floor of the Building. Unit One and Unit Two (collectively "LTS Units") shall bear the street address of 333 South Main Street, Suites 100 and 200, respectively. Unit Three, shall comprise the remainder of the Building ("DISI Unit"), bearing the street address of 341 South Main Street, Alpine, UT 84004, and shall be accessible exclusively from an entrance on the south side of the Building. All three Units shall be metered separately, except that the LTS Units shall share water, gas and sewer.

BOUNDARY DESCRIPTION

LOT B, PLAT A AMENDED, ALPINE OLDE TOWNE CENTRE SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED SOUTH 00°02'38" EAST ALONG THE SECTION LINE 595.155 FEET AND WEST 1098.186 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

| THENCE | | CONT. | | CONT. | | CONT. | |
|-------------|--------|-------------|--------|-------------|--------|-------------|--------|
| S05°46'59"W | 16.84' | N84°13'01"W | 15.58' | N05°46'59"E | 11.55' | S84°13'01"E | 10.67' |
| S84°13'01"E | 0.95' | S05°46'59"W | 1.25' | N84°13'01"W | 0.95' | N05°46'59"E | 1.14' |
| S05°46'59"W | 13.50' | N84°13'01"W | 17.75' | N05°46'59"E | 12.33' | S84°13'01"E | 13.99' |
| N84°13'01"W | 0.95' | N05°46'59"E | 1.25' | S84°13'01"E | 0.95' | N05°46'59"E | 0.32' |
| S05°46'59"W | 14.84' | N84°13'01"W | 16.58' | N05°46'59"E | 10.25' | S84°13'01"E | 23.31' |
| N84°13'01"W | 13.05' | N05°46'59"E | 0.92' | N84°13'01"W | 0.70' | S05°46'59"W | 1.40' |
| S05°46'59"W | 0.92' | N84°13'01"W | 12.97' | N05°46'59"E | 11.00' | S84°13'01"E | 28.67' |

TO THE P.O.B.

AREA = 3,579 SQ. FT. OR 0.0822 ACRES

OF UNITS = 3

BASIS OF BEARING = SOUTH 0°02'38" EAST ALONG THE SECTION LINE BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

03-02-17

DATE


SURVEYOR

EXECUTED March 2, 2017:


Legal Tender Services, PLLC

By:


Lawrence Hilton, Owner

Dominion Insurance Services, Inc.

By:


Lawrence Hilton, President

STATE OF UTAH

COUNTY OF Utah

SUBSCRIBED AND SWORN/AFFIRMED TO BEFORE ME

ON THIS 2nd DAY OF Mar, 20 17

BY Lawrence Hilton
Kelly W Palmer
NOTARY PUBLIC



3545712016 PE 1 of 1
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2016 Apr 25 9:06 am FEE 15.00 BY WH
 RECORDED FOR DOMINION INSURANCE

341 South Main, LLC Declaration of Condominium Covenants, Conditions, Restrictions & Management Plat A, Alpine Olde Towne Centre, Lot B Condominium

This Declaration of Condominium Covenants, Conditions, Restrictions & Management for 341 South Main, LLC, is made this 1st day of October, 2015, by DOMINION INSURANCE SERVICES, INC., A Utah Corporation ("DISI"), and LEGAL TENDER SERVICES, PLLC, A Utah Professional Limited Liability Company ("LTS") (collectively the "Parties") as follows:

1. *Condominiumization.* The parties hereby agree to divide the building to be constructed and located on the plot described below (the "Building") into two separate condominiums. Unit One shall occupy 696 square feet of the northwest corner of the ground floor of the Building, as well as the attached 593 square foot subterranean vault space and shall bear the street address of 333 South Main Street, Alpine, UT 84004 ("LTS Unit"). The LTS Unit shall be accessible exclusively by means of an entrance located on the west side of the Building. Unit Two, the remainder of the Building ("DISI Unit"), bearing the street address of 341 South Main Street, Alpine, UT 84004, shall constitute the other condominium and shall be accessible exclusively from an entrance on the south side of the Building.

BOUNDARY DESCRIPTION

LOT B, PLAT A AMENDED, ALPINE OLDE TOWNE CENTRE SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED SOUTH 00°02'38" EAST ALONG THE SECTION LINE 595.155 FEET AND WEST 1098.186 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

| THENCE | | CONT. | | CONT. | | CONT. | |
|-------------|--------|-------------|--------|-------------|--------|-------------|--------|
| S05°46'59"W | 16.84' | N84°13'01"W | 15.58' | N05°46'59"E | 11.55' | S84°13'01"E | 10.67' |
| S84°13'01"E | 0.95' | S05°46'59"W | 1.25' | N84°13'01"W | 0.95' | N05°46'59"E | 1.14' |
| S05°46'59"W | 13.50' | N84°13'01"W | 17.75' | N05°46'59"E | 12.33' | S84°13'01"E | 13.99' |
| N84°13'01"W | 0.95' | N05°46'59"E | 1.25' | S84°13'01"E | 0.95' | N05°46'59"E | 0.32' |
| S05°46'59"W | 14.84' | N84°13'01"W | 16.58' | N05°46'59"E | 10.25' | S84°13'01"E | 23.31' |
| N84°13'01"W | 13.05' | N05°46'59"E | 0.92' | N84°13'01"W | 0.70' | S05°46'59"W | 1.40' |
| S05°46'59"W | 0.92' | N84°13'01"W | 12.97' | N05°46'59"E | 11.00' | S84°13'01"E | 28.67' |

TO THE P.O.B.

AREA = 3,579 SQ. FT. OR 0.0822 ACRES

OF UNITS = 2

BASIS OF BEARING = SOUTH 0°02'38" EAST ALONG THE SECTION LINE BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

2. *Construction Costs.* The parties agree to allocate the total costs of construction between themselves on the basis of the actual "hard" costs of constructing each condominium, with design, engineering and permitting "soft" fees and costs allocated proportionally on the same basis.
3. *Operation and Maintenance Costs.* Costs associated with the operation and maintenance of the Building shall be borne by each of the Parties to the extent that such costs are readily segregable. Non-segregable costs, including association dues imposed by the Alpine Olde Towne Centre Planned Commercial Development Association, shall be allocated 15% to LTS and the remaining 85% to DISI.
4. *Interest in Common Areas.* The parties respective interests in the common areas of the Building and the associated plot shall be 15% to Unit One and 85% to Unit Two. Further, the parties shall have co-equal rights to the association common areas provided pursuant to the Declarations, Covenants, Conditions & Restrictions, Plat A Alpine Olde Towne Centre Planned Commercial Development recorded with Utah County.
5. *Notices.* Any notices to be given by one party to another shall be in writing and transmitted by personal delivery.
6. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
7. *Venue.* Any action at law or in equity instituted in connection with this Agreement shall be brought in the appropriate court located within Salt Lake County, Utah.
8. *Attorney's Fees and Costs.* If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled.
9. *Modification.* Any modification of this Agreement will be effective only if in writing, executed by the party to be charged.
10. *Waiver.* The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

11. *Severability.* The parties hereby agree that if for any reason any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, all remaining provisions shall continue in full force and effect.
12. *Successors/Assignments.* This Agreement shall be binding upon and inure to the benefits of the respective successors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in this agreement. This agreement may not be assigned by any party without the advance written consent of the other party.
13. *Entire Agreement.* This written Agreement comprises the entire agreement between the parties. Further, it supersedes any previous agreement, written or oral, and supersedes any previous comments or statements, written or oral.

EXECUTED October 1, 2015:

Legal Tender Services, PLLC

By:


Lawrence Hilton, Owner

Dominion Insurance Services, Inc.

By:


Lawrence Hilton, President

STATE OF UTAH

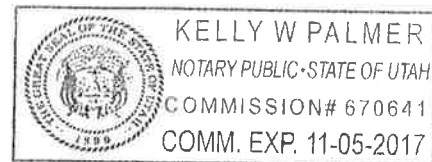
COUNTY OF Utah

SUBSCRIBED AND SWORN/AFFIRMED TO BEFORE ME

ON THIS 21st DAY OF April, 2016

BY Laurence Hilton

Kelly W Palmer
NOTARY PUBLIC



LLC
Certificate of Organization
OF
341 South Main, LLC

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be 341 South Main, LLC

Article II

The purpose or purposes for which the company is organized is to engage in:
A building owners association

The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)
Legal Tender Services, PLLC
270 North Main Street Suite B
Alpine, UT, 84004



Article IV

Name, Street address & Signature of all members/managers

Member #1

Dominion Insurance Services, Inc.

270 North Main Street Suite A

Alpine, UT 84004

Lawrence D. Hilton (POA or AIF)

Signature

Member #2

Legal Tender Services, PLLC

270 North Main Street Suite B

Alpine, UT 84004

Lawrence D. Hilton (POA or AIF)

Signature

DATED 13 October, 2015.

Article V

Management statement

This limited liability company will be managed by its Members

Article VI

Records required to be kept at the principal office include, but are not limited to the following:

Article VI.1

A current list in alphabetical order of the full name and address of each member and each manager.

Article VI.2

A copy of the stamped certificate of Organization and all certificates of amendments thereto.

Article VI.3

Copies of all tax returns and financial statements of the company for the three most recent years.

Article VI.4

A copy of the company's operating agreement and minutes of each meeting of members.

Article VII

The street address of the principal place of business is:

341 South Main Street Suite 100

Alpine, UT 84004

Article VIII

The duration of the company shall be perpetual

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Heritage Hills Property Exchange

FOR CONSIDERATION ON: May 9, 2017

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve property exchange

APPLICABLE STATUTE OR ORDINANCE:

BACKGROUND INFORMATION:

Staff has been working with Downing Akin to exchange property in several lots in the Heritage Hills subdivision Plat C in order to drill a well. Attached is a copy of the amended plat.

RECOMMENDED ACTION:

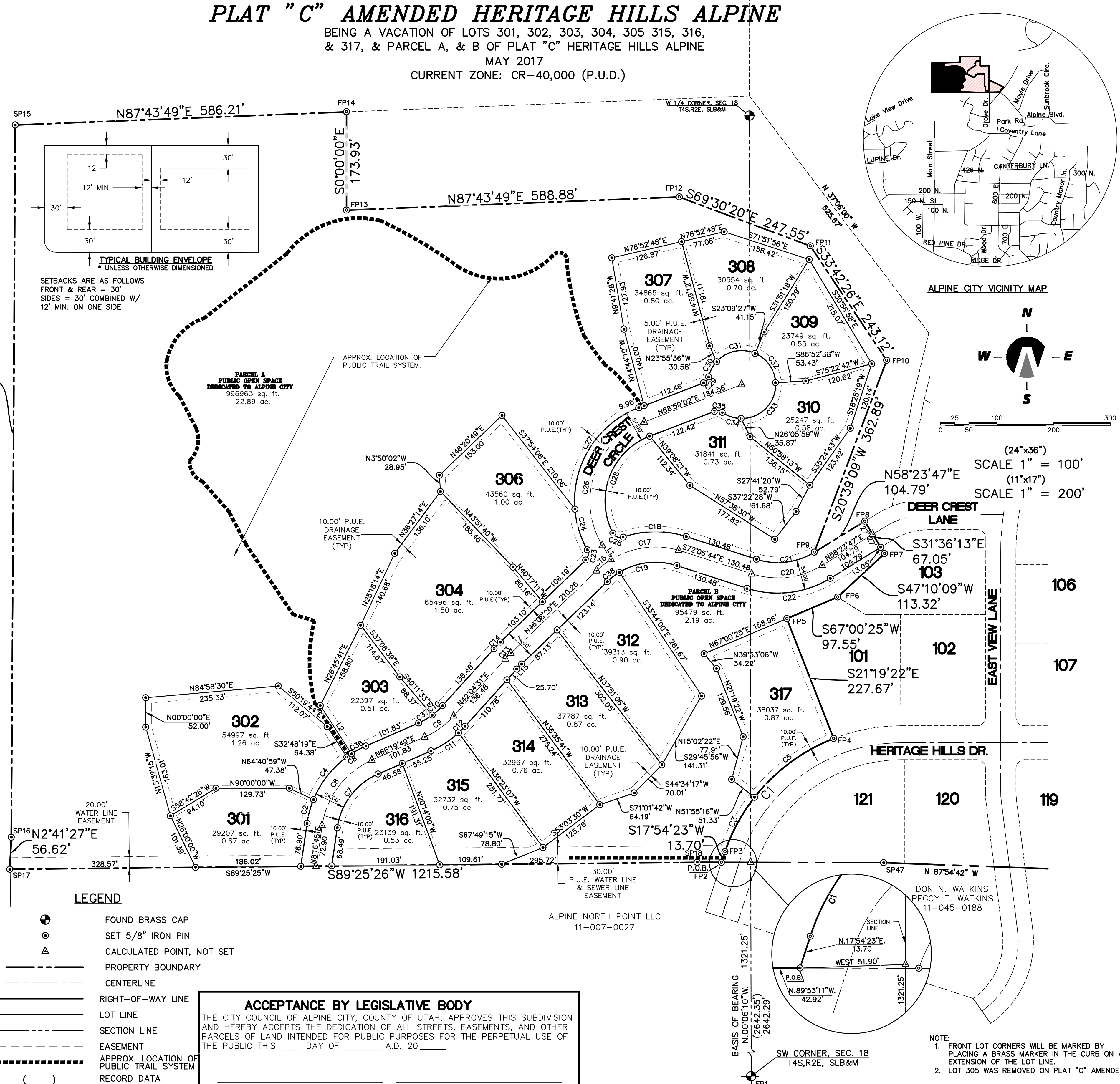
Approve an exchange with Downing Akin for property in Heritage Hills Plat C.

| POINT | NORTHING | EASTING |
|-------|------------|--------------|
| FP 1 | 776,500.79 | 1,924,080.72 |
| FP 2 | 778,821.63 | 1,924,026.46 |
| FP 3 | 777,834.66 | 1,924,030.67 |
| FP 4 | 778,940.62 | 1,924,224.83 |
| FP 5 | 778,252.64 | 1,924,142.07 |
| FP 6 | 778,290.74 | 1,924,231.84 |
| FP 7 | 778,367.75 | 1,924,314.92 |
| FP 8 | 778,424.84 | 1,924,279.79 |
| FP 9 | 778,369.94 | 1,924,190.57 |
| FP 10 | 778,709.42 | 1,924,318.52 |
| FP 11 | 778,911.60 | 1,924,183.64 |
| FP 12 | 778,998.25 | 1,924,951.83 |
| FP 13 | 778,974.93 | 1,923,363.59 |
| FP 14 | 779,148.81 | 1,923,363.59 |
| SP 15 | 779,125.60 | 1,922,778.01 |
| SP 16 | 777,866.05 | 1,922,771.06 |
| SP 17 | 777,809.50 | 1,922,768.40 |
| SP 18 | 777,821.72 | 1,923,983.55 |

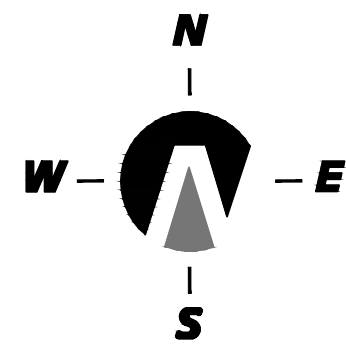
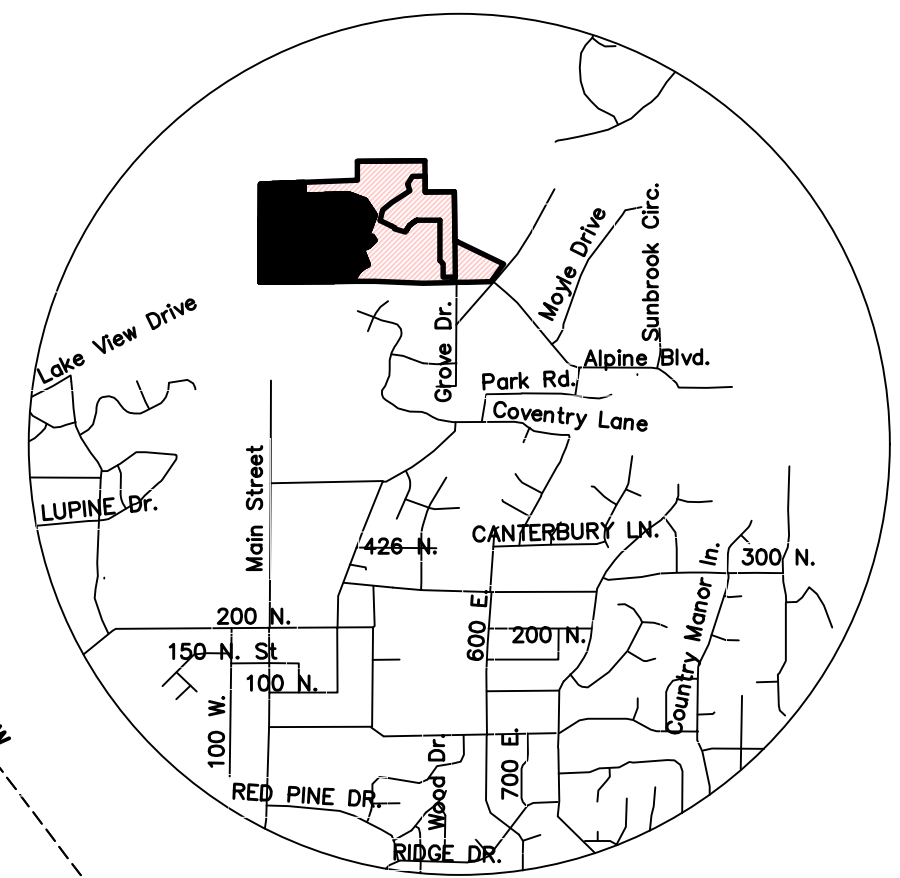
| LINE TABLE | | |
|------------|---------|-------------|
| LINE | LENGTH | DIRECTION |
| L1 | 29.19' | N31°34'12"W |
| L2 | 101.83' | N32°48'19"W |

| ADDRESS TABLE | |
|---------------|----------------------------|
| LOT NO. | ADDRESS |
| 301 | 66 E. DEER CREST LANE |
| 302 | 74 E. DEER CREST LANE |
| 303 | 102 E. DEER CREST LANE |
| 304 | 128 E. DEER CREST LANE |
| 305 | 146 E. DEER CREST LANE |
| 306 | 168 E. DEER CREST LANE |
| 307 | 216 E. DEER CREST CIRCLE |
| 308 | 238 E. DEER CREST CIRCLE |
| 309 | 266 E. DEER CREST CIRCLE |
| 210 | 253 E. DEER CREST CIRCLE |
| 311 | 223 E. DEER CREST CIRCLE |
| 312 | 173 E. DEER CREST LANE |
| 313 | 153 E. DEER CREST LANE |
| 314 | 137 E. DEER CREST LANE |
| 315 | 117 E. DEER CREST LANE |
| 316 | 91 E. DEER CREST LANE |
| 317 | 1169 N. HERITAGE HILLS DR. |

| CURVE TABLE | | | | |
|-------------|---------|---------|-------------|-------------|
| CURVE | LENGTH | RADIUS | CHORD DIST. | CHORD BRG. |
| C1 | 292.63' | 330.00' | 283.13' | N43°18'35"E |
| C2 | 43.41' | 177.00' | 43.31' | S15°18'21"W |
| C3 | 116.32' | 330.00' | 115.72' | N28°00'16"E |
| C4 | 96.91' | 177.00' | 95.70' | S38°01'03"W |
| C5 | 176.30' | 330.00' | 174.21' | S53°24'29"W |
| C6 | 151.98' | 150.00' | 145.56' | N37°18'17"E |
| C7 | 124.62' | 123.00' | 119.36' | N37°18'17"E |
| C8 | 10.01' | 177.00' | 10.01' | N55°19'19"E |
| C9 | 63.50' | 150.00' | 63.03' | N54°12'10"E |
| C10 | 24.51' | 123.00' | 24.47' | S47°46'59"W |
| C11 | 58.52' | 177.00' | 58.26' | N56°51'28"E |
| C12 | 16.40' | 177.00' | 16.40' | N44°43'49"E |
| C13 | 14.19' | 200.00' | 14.18' | N44°06'25"E |
| C14 | 16.10' | 227.00' | 16.10' | S44°06'25"W |
| C15 | 12.27' | 173.00' | 12.27' | N44°06'25"E |
| C16 | 32.18' | 150.00' | 32.12' | N52°17'04"E |
| C17 | 129.48' | 150.00' | 125.50' | N83°09'32"E |
| C18 | 113.46' | 177.00' | 111.53' | N89°31'23"E |
| C19 | 105.51' | 123.00' | 102.31' | S83°19'48"W |
| C20 | 129.57' | 150.00' | 125.58' | N83°08'31"E |
| C21 | 106.25' | 123.00' | 102.97' | N83°08'31"E |
| C22 | 152.89' | 177.00' | 148.18' | S83°08'31"W |
| C23 | 19.70' | 15.00' | 18.32' | S83°30'32"W |
| C24 | 75.72' | 177.00' | 75.14' | S16°51'57"E |
| C25 | 21.35' | 15.00' | 19.60' | S68°03'24"E |
| C26 | 263.25' | 150.00' | 230.74' | N18°42'25"E |
| C27 | 227.35' | 177.00' | 212.04' | N32°11'12"E |
| C28 | 206.64' | 123.00' | 183.18' | S20°51'21"W |
| C29 | 14.65' | 15.00' | 14.07' | S41°00'42"W |
| C30 | 30.56' | 60.00' | 30.23' | S27°37'50"W |
| C31 | 74.28' | 60.00' | 69.63' | S77°41'22"W |
| C32 | 66.73' | 60.00' | 63.34' | N34°58'57"W |
| C33 | 89.58' | 60.00' | 87.86' | N43°56'41"E |
| C34 | 35.52' | 60.00' | 35.00' | S72°01'47"E |
| C35 | 14.65' | 15.00' | 14.07' | S83°02'38"E |
| C36 | 29.00' | 177.00' | 28.97' | S61°38'09"W |
| C37 | 27.56' | 123.00' | 27.50' | S59°54'38"W |
| C38 | 27.05' | 123.00' | 27.00' | S52°26'23"W |



PLAT "C" AMENDED HERITAGE HILLS ALPINE BEING A VACATION OF LOTS 301, 302, 303, 304, 305 315, 316, & 317, & PARCEL A, & B OF PLAT "C" HERITAGE HILLS ALPINE MAY 2017 CURRENT ZONE: CR-40,000 (P.U.D.)



SURVEYOR'S CERTIFICATE
 I, KIM WAYNE LUNDEBERG, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 554377. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-86-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND OTHER UTILITIES, FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ KIM WAYNE LUNDEBERG, P.L.S.

BOUNDARY DESCRIPTION
 A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 EAST AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS:

ALL OF LOTS 301, 302, 303, 304, 305 315, 316, & 317, & PARCEL A, & B OF PLAT "C" HERITAGE HILLS ALPINE, ALSO BEING DESCRIBED AS:

COMMENCING AT A BRASS MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE N.00°06'10"W. ALONG THE SECTION LINE A DISTANCE OF 1321.25 FEET AND WEST A DISTANCE OF 51.90 FEET TO THE POINT OF BEGINNING.

THENCE N.89°53'11"W. A DISTANCE OF 42.92 FEET; THENCE S.89°25'26"W. A DISTANCE OF 1215.58 FEET; THENCE N.02°41'27"E. A DISTANCE OF 56.62 FEET; THENCE N.00°18'59"E. A DISTANCE OF 1259.95 FEET; THENCE N.87°43'49"E. A DISTANCE OF 586.21 FEET; THENCE SOUTH A DISTANCE OF 173.93 FEET; THENCE N.87°43'49"E. A DISTANCE OF 588.88 FEET; THENCE S.69°30'20"E. A DISTANCE OF 247.55 FEET; THENCE S.33°42'26"E. A DISTANCE OF 243.12 FEET; THENCE S.20°39'09"W. A DISTANCE OF 362.89 FEET; THENCE N.58°23'47"E. A DISTANCE OF 104.79 FEET; THENCE S.31°36'13"E. A DISTANCE OF 67.05 FEET; THENCE S.47°10'09"W. A DISTANCE OF 113.32 FEET; THENCE S.67°00'25"W. A DISTANCE OF 97.55 FEET; THENCE S.21°19'22"E. A DISTANCE OF 227.67 FEET; TO A POINT OF CURVATURE OF A 330.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY A DISTANCE OF 292.63 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 50°48'24" AND A CHORD THAT BEARS S.43°18'35"W. A DISTANCE OF 283.13 FEET; THENCE S.17°54'23"W. A DISTANCE OF 13.70 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING LOTS 306, 307, 308, 309, 310, 311, 312, 313, & 314 AND DEER CREST LANE, DEER CREST CIRCLE OF PLAT "C" HERITAGE HILLS ALPINE, CONTAINING XX.XX ACRES OF LAND MORE OR LESS.

OWNER'S DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF _____, A.D. 20____.

INDIVIDUAL ACKNOWLEDGMENT
 STATE OF UTAH } S.S.
 COUNTY OF UTAH }
 ON THE _____ DAY OF _____, A.D. 20____,
 PERSONALLY APPEARED BEFORE ME _____, THE SIGNERS OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGE TO ME THAT HE OR SHE EXECUTE THE SAME.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC (SEE SEAL)

CORPORATION ACKNOWLEDGMENT
 STATE OF UTAH } S.S.
 COUNTY OF UTAH }
 ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME _____, THE SIGNERS OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGE TO ME THAT (S)HE IS THE _____ [NAME OF OFFICE] OF _____, A UTAH CORPORATION, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC (SEE SEAL)

CITY ACKNOWLEDGMENT
 STATE OF UTAH } S.S.
 COUNTY OF UTAH }
 ON THIS _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME SWORN, DID SAY THAT HE IS THE CITY ENGINEER OF ALPINE CITY, A MUNICIPAL CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF THE CITY BY AUTHORITY OF ITS GOVERNING BODY AND SAID CITY ENGINEER ACKNOWLEDGE TO ME THAT THE CITY EXECUTED THE SAME.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC (SEE SEAL)

PLAT "C" AMENDED HERITAGE HILLS ALPINE
 LOCATED IN THE SE 1/4 OF SECTION 13, T4S, R1E, SLB&M & THE SW 1/4 OF SECTION 18, T4S, R2E, SLB&M AND BEING A VACATION OF LOTS 301, 302, 303, 304, 305 315, 316, & 317, & PARCEL A, & B OF PLAT "C" HERITAGE HILLS ALPINE

ALPINE CITY UTAH COUNTY, UTAH

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDER SEAL

ACCEPTANCE BY LEGISLATIVE BODY
 THE CITY COUNCIL OF ALPINE CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20____.

APPROVAL AS TO FORM:
 APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20____,
 CITY ATTORNEY

PLANNING COMMISSION APPROVAL
 APPROVED THIS _____ DAY OF _____, A.D. 20____, BY THE CITY OF ALPINE PLANNING COMMISSION.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance No. 2017-05, Amending Municipal Code, 13-240- Dogs

FOR CONSIDERATION ON: May 9, 2017

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Review amendments to dog
licensing ordinance

APPLICABLE STATUTE OR ORDINANCE: Municipal Code 13-240

BACKGROUND INFORMATION:

At the meeting of April 25, 2017, the Alpine City Council discussed the proposed amendments to the dog ordinance, and tabled it for further review. There were questions about the applicability of a kennel license for Alpine City. The kennel license was meant to address the situation of residents who have more than two dogs, but it was suggested that it could create other complications. David Church suggested the Council simply increase the allowed number of dogs to four. The attached ordinance eliminates both the hobby breeder and kennel license permits, increases the number of allowed dogs to four, and reflects current registration and licensing requirements as managed by the North Utah Valley Animal Shelter and the Lone Peak Police Department.

RECOMMENDED ACTION:

Review and consider approving Ordinance No. 2017-05 amending the Municipal Code, Part 13-240 relating to the keeping of dogs.

TITLE 13-00-0-00.

POLICE AND PUBLIC OFFENSES.

CHAPTER 13-200. ANIMAL CONTROL (Ord. 84-11; Amended by Ord. 88-03. Amended by Ord. No. 2016-20,)

13-240. DOGS.

13-241. DEFINITIONS. As used in this ordinance, unless the context otherwise indicates, the following words shall mean:

1. "Dog" shall mean any male, female, or spayed female dog of any age.
2. "Unlicensed dog" is hereby defined and declared to mean a dog for which a license for the current year has not been paid, or for which the tag provided for in this part is not attached.
3. "Owner," when applied to the proprietorship of a dog, shall mean any person or persons, firm, association or corporation owning, keeping or harboring a dog.
4. "At large" shall mean any dog off or away from the premises of the owner, possessor, or keeper thereof, and not under the control of such owner, possessor, or keeper, or his agent or servant or a member of his immediate family. A dog shall be deemed under the control of said owner or family member if it is within immediate call, or if it is within the immediate view and within distance of call, if it is on a leash, cord, or chain, or if it is within direct command of the owner or immediate family member.
5. "Pound" shall mean an animal shelter, lot, premises, or buildings maintained by or authorized or employed by the city for confinement or care of dogs seized either under the provision of this chapter or otherwise.
6. "Impounded" shall mean having been received into the custody of the city pound or into the custody of any authorized agent or representative of the city.
7. "Vicious dog" means a dog that has bitten a person without provocation or a dog that has a known propensity to attack or bite human beings.
8. "Poundmaster" shall mean the custodian selected by the city council to be responsible for the operation of the dog pound.

13-242. REGISTRATION, LICENSE FEE. (Part 13-242 Amended by Ord. 2001-02)

- A. All dogs over six months of age owned, possessed or harbored by any person in the City of Alpine shall have a current rabies vaccination and current license. ~~be registered with the City, and a certificate shall be issued upon payment of the approved fee.~~
- ~~1. The following fees shall be charged unless changed by resolution of the city council.~~
- ~~A. Each spayed female ————— \$10.00~~
~~B. Each neutered male ————— \$10.00~~
~~C. Each unspayed female ————— \$30.00~~
~~D. Each unneutered male ————— \$30.00~~
1. Licensing fees shall be set by the North Utah Valley Animal Shelter.
~~The fee due and payable pursuant to this section shall be due January 1 and shall be delinquent after March 1 of each year. A penalty of 85% shall be added to delinquent payments.~~
2. The licensing agent shall collect the appropriate fee and issue the certificate and dog license.
3. The owner of any newly acquired dog of licensing age or of any dog which attains licensing age ~~after July 1 of any year~~ shall make an application for registration and license within 30 days after such acquisition.
4. The owner shall state at the time application is made for such license, his name and address and the sex, breed, and color of each dog owned or kept by him.
~~The license fee shall cover the calendar year in which the license was issued, expiring on the 31st day of December of the year of issuance, regardless of the date when issued.~~
- B. The occupants at any one residence within the jurisdiction shall not at any one time own or license more than ~~two~~ four dogs over the age of four months.
- C. Exceptions: The provision of this section shall not apply to the following:
1. Transient and Show Dogs. Dogs whose owners are nonresident temporarily within the City for thirty days or less, or dogs brought into the City for the purpose of participating in any dog show;
2. Seeing Eye, Hearing Service dogs whose owners are nonresidents temporarily within the city for thirty days or less.

3. Law Enforcement Dogs. This shall include any dog which has been duly or properly trained to assist law enforcement personnel and is currently acting in that capacity.

- ~~4. Maintained by Impecunious Person. If any person shall furnish evidence satisfactory to the City that such person, by reason of unavoidable poverty, merits exemption from the payment of any fee or charges by this section, the dog shall be registered, but the City shall waive the payment of any such fees or charges. Fees and charges shall also be waived for senior citizens (age sixty five plus). Both exemptions, however, shall require proof of vaccination for their dog.~~

~~D—Hobby Breeders License. Where permitted by the Alpine City Council, owners of registered, purebred dogs may obtain a license to keep up to five dogs in a residential area provided:~~

- ~~1. Such dogs are individually licensed at two dollars per license per dog, six months of age or over;~~
- ~~2. Proof of rabies certificate required to receive a license from the City.~~
- ~~3. Proof that such dogs are registered with a national registry (AKC, UKC, Field Dog);~~
- ~~4. Adequate fenced runs (not necessarily concrete) as follows:~~
 - ~~a. Mature, small dogs (up to 15 inch shoulder height), a minimum of four-foot high fencing.~~
 - ~~b. Mature, large dogs (15 inch shoulder height), a minimum six foot high fencing.~~
- ~~5. The holder of a permit issued under this section may keep one litter intact until the dogs reach six months of age; one animal from the litter may be retained until it reaches twelve months of age. At no time may the holder of the permit retain more than six dogs over six months of age, nor more than five dogs over one year of age.~~
- ~~6. Fees. Hobby breeders license fees shall be assessed at fifteen dollar (\$15) per year, renewable each year after inspection by the animal control officer.~~
- ~~7. Standards and Procedures for Inspections. The yearly inspection for a license shall be based upon the following requirements:~~
 - ~~a. To provide a type of structure, building, pen or cage to protect the animal from weather.~~
 - ~~b. Food, water and sanitation facilities provided for animals.~~
 - ~~c. Measures taken to related health of animals, control of noise and odors.~~

13-243. VACCINATION OF DOGS. Vaccination Required. All dogs over four (4) months of age owned, kept, harbored or in custody of any person in Alpine City limits, shall be vaccinated at four (4) months of age with an approved rabies vaccine produced under U.S.D.A license. ~~Any dog vaccinated with low egg passage chicken embryo origin (LEP-CEO) flury type vaccine shall be re-vaccinated every two (2) years. If rabies vaccine other than the LEP-CEO type is used, re-vaccination shall be annually. All rabies vaccines, because of species limiting techniques and tolerances,~~ and shall be administered by a veterinarian licensed in his particular state.

ORDINANCE NO. 2017-05

**AN ORDINANCE AMENDING THE ALPINE CITY MUNICIPAL CODE PART 13-240,
REGISTRATION AND LICENSING OF DOGS.**

WHEREAS, the City Council of Alpine, Utah has deemed it in the best interest of Alpine City and the residents of Alpine to amend the Alpine City Municipal Code to update regulations on the licensing and registration of dogs in Alpine City; and

WHEREAS, the Lone Peak Public Safety District Police Chief and Animal Control Officer have reviewed and made recommendations on proposed amendments to the ordinance,

NOW, THEREFORE, BE IT ORDAINED BY THE ALPINE CITY COUNCIL THAT:

Part 13-240 of the Alpine City Municipal Code be amended to update the registration and licensing of dogs in Alpine City and repeal Ordinance No. 2001-02 permitting a Hobby Breeders License.

This Ordinance shall take effect upon posting. Passed and dated this _____ of _____, 2017.

Sheldon G. Wimmer
Alpine City Mayor

ATTEST:

Charmayne G. Warnock
Alpine City Recorder

TITLE 13-00-0-00.

POLICE AND PUBLIC OFFENSES.

CHAPTER 13-200. ANIMAL CONTROL (Ord. 84-11; Amended by Ord. 88-03. Amended by Ord. No. 2016-20,)

13-240. DOGS.

13-241. DEFINITIONS. As used in this ordinance, unless the context otherwise indicates, the following words shall mean:

1. "Dog" shall mean any male, female, or spayed female dog of any age.
2. "Unlicensed dog" is hereby defined and declared to mean a dog for which a license for the current year has not been paid, or for which the tag provided for in this part is not attached.
3. "Owner," when applied to the proprietorship of a dog, shall mean any person or persons, firm, association or corporation owning, keeping or harboring a dog.
4. "At large" shall mean any dog off or away from the premises of the owner, possessor, or keeper thereof, and not under the control of such owner, possessor, or keeper, or his agent or servant or a member of his immediate family. A dog shall be deemed under the control of said owner or family member if it is within immediate call, or if it is within the immediate view and within distance of call, if it is on a leash, cord, or chain, or if it is within direct command of the owner or immediate family member.
5. "Pound" shall mean an animal shelter, lot, premises, or buildings maintained by or authorized or employed by the city for confinement or care of dogs seized either under the provision of this chapter or otherwise.
6. "Impounded" shall mean having been received into the custody of the city pound or into the custody of any authorized agent or representative of the city.
7. "Vicious dog" means a dog that has bitten a person without provocation or a dog that has a known propensity to attack or bite human beings.
8. "Poundmaster" shall mean the custodian selected by the city council to be responsible for the operation of the dog pound.

13-242. REGISTRATION, LICENSE FEE. (Part 13-242 Amended by Ord. 2001-02)

- A. All dogs over six month of age owned, possessed or harbored by any person in the City of Alpine shall have a current rabies vaccination and current license.
 - 1. Licensing fees shall be set by the North Utah Valley Animal Shelter.
 - 2. The licensing agent shall collect the appropriate fee and issue the certificate and dog license.
 - 3. The owner of any newly acquired dog of licensing age or of any dog which attains licensing age shall make an application for registration and license within 30 days after such acquisition.
 - 4. The owner shall state at the time application is made for such license, his name and address and the sex, breed, and color of each dog owned or kept by him.
- B. The occupants at any one residence within the jurisdiction shall not at any one time own or license more than four dogs over the ages of four months.
- C. Exceptions: The provision of this section shall not apply to the following:
 - 1. Transient and Show Dogs. Dogs whose owners are nonresident temporarily within the City for thirty days or less, or dogs brought into the City for the purpose of participating in any dog show;
 - 2. Seeing Eye, Hearing Service dogs whose owners are nonresidents temporarily within the city for thirty days or less.
 - 3. Law Enforcement Dogs. This shall include any dog which has been duly or properly trained to assist law enforcement personnel and is currently acting in that capacity.

13-243. VACCINATION OF DOGS. Vaccination Required. All dogs over four (4) months of age owned, kept, harbored or in custody of any person in Alpine City limits, shall be vaccinated at four (4) months of age with an approved rabies vaccine produced under U.S.D.A license and shall be administered by a veterinarian licensed in his particular state.

INTERLOCAL COOPERATION AGREEMENT

between

HIGHLAND CITY AND ALPINE CITY

This Interlocal Agreement is made and entered into this ____ day of _____, 2017, by **Highland City**, a political subdivision of the State of Utah (hereinafter referred to as the ("Highland")), and **Alpine City**, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as the ("Alpine")).

RECITALS

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, Highland and Alpine desire to facilitate the construction of a road widening project known as 4800 West in Highland, Utah; and

WHEREAS, the road widening project will facilitate a right-hand turn lane at the intersection of 4800 West and SR-92 for south bound traffic; and

WHEREAS, Highland has already commenced preliminary design work and right-of-way acquisition and has expended funds for the project; and

WHEREAS, the Mountainland Metropolitan Planning Organization (MPO) Regional Planning Committee determined that this project should receive funds not to exceed \$328,000 for direct costs; and

WHEREAS, both Cities held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Highland and Alpine Cities agree as follows:

1. **PURPOSES.** This Agreement has been established and entered into between Highland and Alpine for the purpose of outlining the respective rights and responsibilities of both Cities in the construction of the 4800 West project.

2. **EFFECTIVE DATE; DURATION.** This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of the Agreement to, and the approval and execution hereof by the governing bodies of the Highland and Alpine. The term of this Agreement shall be from the date of execution hereof until

the terms and obligations identified herein are completed, but in no event longer than 3 years from the execution date.

At the time that construction bids are obtained by Highland and opened, then either Highland or Alpine may terminate this Agreement if either party determines that there are not enough resources available for the construction of the project by providing written notice to the other party within 15 days of the opening of the bids. The work completed at the time of an early termination will be deducted from the \$328,000 set aside for the project.

3. **NO SEPERATE LEGAL ENTITY.** Highland and Alpine do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

4. **TERMS.**

1. **Project Costs:** The Mountainland MPO has provided \$305,794 of county funds for this project. The additional \$22,206 to reach the total project funds is a required local match. Highland and Alpine will split this cost and provide \$11,103 each for the project. With the already completed work by Highland's consultant, it is estimated that it will take \$21,376 to survey, finalize the design, and bid the project.
2. **Right-of-way Acquisition:** Highland has already been in contact with 2 of the 3 property owners and started discussing the need for property acquisition for the project. Both parties agree that property acquisition will be completed by Highland staff.
3. **Utilities:** Any changes needed for utilities due to the road widening project will be paid for through project funds.
4. **Ownership and Maintenance of 4800 West:** Highland City shall own and be responsible for maintenance and repair of 4800 West.
5. **Recitals:** The recitals portion of this Agreement constitutes a part of this Agreement.

5. **FILING OF INTERLOCAL COOPERATION AGREEMENT.** Executed copies of this Agreement shall be placed on file with the official keeper of records of Highland and Alpine, and shall remain on file for public inspection during the term of this Agreement.

6. **AMENDMENTS.** This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

7. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted

by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

8. **GOVERNING LAW.** All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

9. **INDEMNIFICATION.** Highland and Alpine are both agencies or subdivisions of the State of Utah. Each of the parties agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of its negligent error or omission in connection with this Agreement. Both Highland and Alpine agree that the terms of this Agreement are subject to, and not a waiver of the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A 63G-1-101, et. Seq.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperative Agreement, after resolutions duly and lawfully passed, on the dates listed below:
DATED this _____ day of _____, 2017.

City of Highland

By: _____
Mayor

ATTEST:

_____, City Recorder

Reviewed as to proper form and
compliance with applicable law:

_____, City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2017.

Alpine City

By: _____
Mayor

ATTEST:

_____, City Recorder

Reviewed as to proper form and
Compliance with applicable law:

_____, City Attorney

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN UTAH COUNTY AND ALPINE
FOR THE ADMINISTRATION OF THE 2017 MUNICIPAL ELECTIONS**

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

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (Act) , Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY.

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Act.

WHEREAS, Utah County and CITY desire to successfully conduct the 2017 CITY Municipal Primary (August 15, 2017) and General (November 7, 2017) Elections; and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties' joint efforts to administer the 2017 CITY Municipal Elections.

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

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2017 municipal elections or until terminated, but is no longer than 3 years from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, Utah County, by and through the Utah County Clerk/Auditor Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2017 CITY Municipal Elections. This Agreement contemplates only a basic, traditional election for the 2017 CITY Municipal Elections; any and all other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. PARTIES RESPONSIBILITIES

Utah County agrees to:

1. Provide manpower and equipment to count all ballots for the 2017 CITY Municipal Election. Equipment in this case means mail processing and optical scan ballot equipment.
2. Provide manpower and equipment to process all voter registration applications, prepare and mail all official ballots, and process/count them upon return and include these ballots in the official election return.
3. Provide manpower and equipment to program and test the tabulation programming for said elections.
4. Provide manpower and equipment to program, prepare and mail official ballots.
5. Provide the needed postal permits for both outbound and return mail.
6. Provide manpower and equipment to canvass all election returns. This includes only one count and one canvass. As it is not possible to predict the scale and scope of a recount, reasonable costs will be billed for recounts and re-canvassing.
7. On Election Night, provide the official Election results through the standardized reports and/or data feeds as generated by the Election programming and management program

and system used by the County.

8. Provide final, canvassed report of Official Election Results. Such results will constitute the final Official Results of the Election.
9. Acknowledge that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the municipal clerk is the election officer.

CITY agrees to:

1. Provide manpower, facilities and equipment for Candidate Filings.
2. Provide manpower, facilities and equipment for receiving and processing of all financial disclosures required by state code and/or city code.
3. Accept responsibility to keep candidates and the public up to date and current on all legal requirements governing candidates and campaigns, including candidate filing, campaign finance disclosures and all local ordinances governing campaigns
4. Provide a single voter service center within the City. Such a center is not intended to be a polling place, rather it is a place for voters with issues to go and receive help. Said service center will operate during traditional voting hours (7 am to 8 pm) on Election Day only.
5. Recruit, train and staff the required voter service center with an adequate number of poll workers.
6. Order and provide all materials needed to run the service center mentioned above. Any and all ballots used will be ordered from K&H, the printing and mailing contractor for the 2017 Election.
7. When needed use Utah County's poll worker training contractor and pay any and all expenses for vote center worker training should it be needed.

8. Pay Utah County up to \$1247.57 for ballot programming, voting system support and operation.
9. Pay Utah County up to \$13005.26 for ballot printing and mailing. This includes both Primary and General Elections.
10. Pay Utah County for all return ballot postage. The estimated cost is 46.9 cents per piece. Return ballot postage cost for 15% turnout in the Primary and 30% in the General election would be \$1368.09.
11. Thoroughly examine and proof all election programming done for the 2017 CITY Municipal Election. The City will examine and complete all proofs to ensure programming is complete and correct for all of their own ballot styles. Final approval of ballots and programming will rest with the City.
12. Pay all reasonable costs associated with recounts, re-canvassing, election contests and any other extraordinary expenses that may arise in connection with this Agreement.
13. Host on the official CITY web site a link to or copy of the official reported results as hosted on the County Elections web page.
14. CITY will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any

costs incurred through the time of termination. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

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

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

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

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of

the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2017-____, authorized and passed on the ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
WILLIAM C. LEE, Chairman

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
JEFFREY R. BUHMAN, Utah County Attorney

By: _____
Deputy County Attorney

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of
August, 2017.

Mayor, ALPINE CITY

ATTEST:

NAME
ALPINE CITY Recorder

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

By: _____

CONTRACT

WITNESS THIS CONTRACT (hereinafter called Contract) made the ____ day of _____, 2017 by and between DS Accounting Services LLC, the (“Contractor”) and Alpine City Corporation, the (“ACC”):

I. PURPOSE

The Contractor shall provide accounting, and any other related services to the ACC according to directions or projects made by the City Manager. The Contractor retains the right to perform services required by the specifications by any reasonable means and in any reasonable manner it sees fit.

SPECIFIC SERVICES

Daily – Provide assistance on texts, emails and telephone conversations.

Monthly - Bank, PTIF reconciliation’s, bonds, monthly financial reports and Red/Green report (current financial conditions report). Global review of finances and provide recommendations based on current financial information.

Quarterly - Processing of quarters revenues/expenses, per quarter transparency web site uploads along with annual payroll uploads.

Semi-Annual – Complete money management report and submit to the Money Management Council.

Yearly - Audit preparation and ACC budget along with uploads to State Auditor for yearly budget, impact fee reports, and financial reports.

II. TERM

The term of the Contract shall commence _____, 2017 and continue until either party decides to terminate contract. Said Contract shall continue in full force and effect unless and until either party gives sixty (30) days written notice of its intent to terminate. Receipt of a termination notice by either party shall automatically terminate this Contract upon the expiration of the applicable notice period, unless both parties agree to reinstate this Contract. Access to the ACC accounting system software through remote services will be provided and access to banking, bond and investment electronic reports.

III. COMPENSATION

The ACC agrees to pay the Contractor \$1,000 per month and \$6,000 per year for audit preparation and completion of the annual audit. Reimburse for miscellaneous out-of-pocket expensed such as postage and travel expenses. “SPECIFIC SERVICES” not detailed above will be billed in quarter hour increments at a \$75.00 hourly rate.

This amount is to be paid monthly and the Contractor will invoice the ACC at the end of each month and the terms of the payment will be net 15. Any delinquent amounts will be assessed 1 ½% interest per month.

IV. TAXES

The Contractor shall be deemed an independent contract employee and the contractor is responsible of any applicable taxes or insurance.

V. CONFORMANCE WITH LEGAL OBLIGATIONS

The Contractor agrees to abide by all applicable federal, state and local laws in the conduct of its business and the performance of services required by the specifications attached hereto and made part of this Contract.

VI. APPLICABLE LAW

This Contract shall be governed by the laws of the State of Utah.

VII. BINDING

This Contract shall insure to and bind all parties, their successors, assigns, agents or representatives.

VIII. ENTIRE AGREEMENT

This Contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated or referred to herein. This Contract may not be modified except in writing and signed by both parties. This Contract supersedes any prior Contracts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE ACC,

By _____ Date _____

The Contractor, DS Accounting Services LLC

By _____ Date _____

DAVID P. SANDERSON
DBA: DS Accounting Services
13768 S 4170 W
Riverton, Utah 84065
801.580.6327
dave@dsaccounting.net

Education

Master's in Public Administration, Brigham Young University
Provo, Utah – May 1986

Bachelor's in Accounting & Business, Southern Utah University
Cedar City, Utah – May 1981

Professional Contract Work Experience

- 2000 – 2017 **Finance Manager Valley Emergency Comm. Center, West Valley, Utah**
- Responsible for the entire Center's fiscal resources.
 - Selected and managed the implementation of a new accounting system.
 - Prepare the Center's budget of \$10 million dollars.
 - Coordinate and prepare the Center's annual comprehensive audit.
- 1994 – 2017 **Finance Manager, White City Water Improvement District, Sandy, Utah**
- Responsible for the District's financial resources.
 - Prepare the District's annual budget of \$3 million dollars.
 - Coordinate and prepare the District's annual comprehensive audit.
- 1988 – 2017 **Finance Manager, Copperton Improvement District, Copperton, Utah**
- Responsible for the entire District's fiscal resources.
 - Prepare the District's budget of \$350,000 dollars.
 - Coordinate and prepare the District's annual comprehensive audit.
- 2013 – 2017 **Finance Manager, Nibley City, Nibley, Utah**
- Responsible for the City's financial resources.
 - Prepare the City's annual budget of \$6 million dollars.
 - Coordinate and prepare the City's annual comprehensive audit.
- 2017 – 2017 **Finance Manager, Millcreek City, Millcreek, Utah**
- Responsible for the City's financial resources.
 - Coordinate and prepare the City's annual comprehensive audit.

Additional Skills & Interests

- Proficient in Excel, Power Point, Publisher, Word & Programming.
- Professional Sports Photographer. www.dsandersonpics.com

ALPINE CITY COUNCIL AGENDA

SUBJECT: Fireworks/Open Fires – Calendar Year 2017

FOR CONSIDERATION ON: May 9, 2017

PETITIONER: City Administrator Shane Sorensen

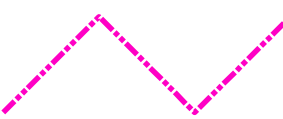
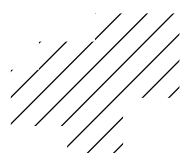


ACTION REQUESTED BY PETITIONER: The Council discuss fireworks and open fire regulations for 2017. Attached is the proposed map for 2017.

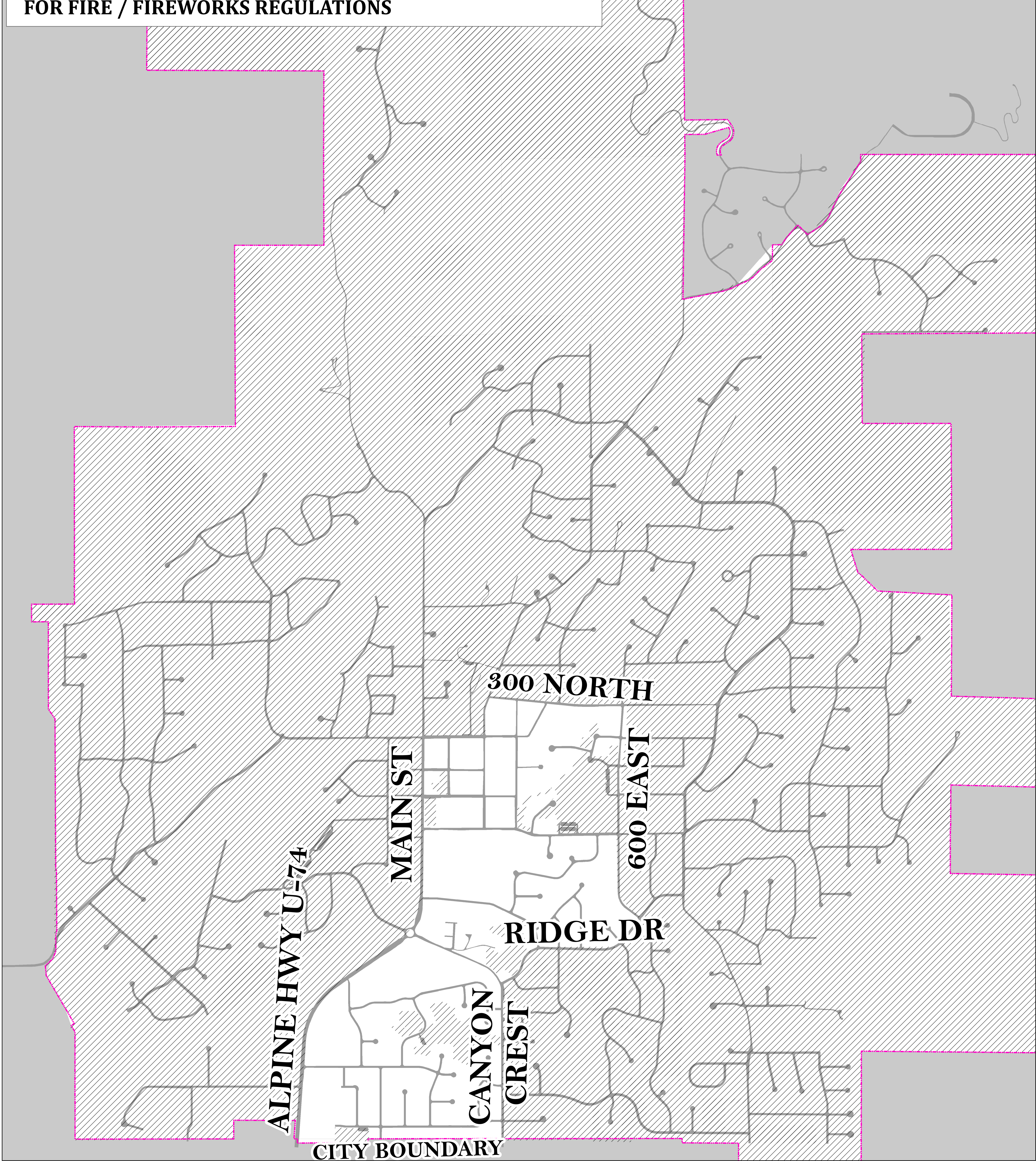
RECOMMENDED ACTION: *The City Council decide if they want to implement the same regulations on fireworks and open fires as the previous year or make changes.*

FIRE RESTRICTIONS EFFECTIVE 7/8/2014:

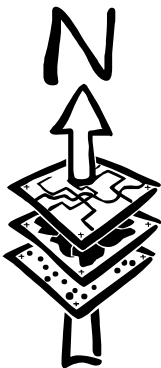
- ALL FIREWORKS ARE PROHIBITED IN THE AREAS DESIGNATED "FIREWORKS BAN 2017" AS SHOWN ON THIS MAP. THIS INCLUDES ALL CITY PROPERTIES.
- FOR THE UNMARKED AREA WITHIN CITY LIMITS, FOLLOW STATE LAWS REGARDING FIREWORKS
- FOR AREAS OUTSIDE THE CITY LIMITS, PLEASE REFER TO THE APPROPRIATE GOVERNING BODY FOR FIRE / FIREWORKS REGULATIONS

Legend

-  City Boundary
-  Fireworks Ban 2017
- CITY**
-  Alpine
-  Other / County / F.S. Lands



**Alpine City
FIRE RESTRICTIONS 2017**



ALPINE CITY COUNCIL AGENDA

SUBJECT: Lambert Park Master Plan Discussion

FOR CONSIDERATION ON: 9 May 2017

PETITIONER: Troy Stout

ACTION REQUESTED BY PETITIONER: Discuss Plans for Lambert Park

**APPLICABLE STATUTE OR ORDINANCE: Chapter 2 (General Plan)
Article 3.16 (Open Space)**

BACKGROUND INFORMATION:

Lambert Park is a very important asset to Alpine City for several different reasons. It is the location of several important city utility facilities and is also used for several different types community events and recreational activities. Ideas to improve the park are expressed regularly by passionate residents and non-residents, City Council members, Planning Commission members, staff, etc. Hundreds of volunteers regularly make a difference by doing service in the park to maintain trails and address noxious weeds. There are several common goals for the park but there are also some conflicting opinions. The Planning Commission and City Council really needs to create a new master plan for the park to provide clear direction on what the City would like to see done to enhance, maintain and preserve Lambert Park for the future.

The City has officially taken action on specific changes within the park (i.e. signage, boulders, retention areas, etc.) but it appears that there has not been a broad master plan for the park adopted or updated since June 25, 2002. The plan is relatively simple and many of the items in the plan have already been realized. The minutes for when this was adopted and the plan itself are attached.

One of the biggest action items that the City Council has taken on Lambert Park in recent years was the sale of a very small section of the park (8,110 sf) on the west side next to Moyle Drive. It was sold for \$200,000. The City Council decided that 40% of that money would be used for some flood mitigation projects and 60%, or \$120,000, would be used for other improvements to Lambert Park. None of that money has not been spent yet and it should be considered in the future plans for the park.

Some recent changes and ideas discussed by the City Council for Lambert Park include but are not limited to the following:

- New restroom at south end of park
- Discussions about trailhead parking area at south end of park
- Discussions about a split-rail fence in areas to delineate the boundary of the park
- Discussions about implementing appropriate signage for the trails
- Discussions with the Division of Natural Resources about a deer revegetation project

STAFF RECOMMENDATION:

Give direction to staff and the Planning Commission for the process of creating a master plan for Lambert Park.

Recommendations of Lambert Park Citizens' Committee

1. **Objective** – We wish to preserve the natural beauty of Lambert Park while maintaining compatible recreational activities.
2. **Trailheads** – There are numerous points of entry into the Park. On-street parking is available at at least eight of these entries, and in-the-Park parking is available at the Bowery and the Rodeo Grounds. No restrooms are available. There are no information boards. We recommend:
 - a. Establish a trailhead at the Bowery, including an information board, but no additional parking.
 - b. Construct a restroom facility at the Bowery. We recommend a bare, durable facility such as those operated by the Forest Service at remote locations, which would be kept unlocked. Another option would be a nicer facility which would be kept locked with a key available at City Hall for use by organized groups.
 - c. Establish a trailhead at the Alpine North Stake Center entry, including an information board, but no additional parking.
 - d. Once plans for the Rodeo Grounds are firm, establish a trailhead there.
3. **Singletrack Trail Network** – The present network consists of ten miles of singletrack trails, identified in blue on attached map. It provides access to all areas of the park while remaining inconspicuous. These trails are generally well suited to hiking, cycling, running, and equestrian uses. However, motorcycle and ATV use may endanger or disturb other users and would result in destruction of the natural condition. We recommend:
 - a. Prohibit motorized vehicles on all trails.
 - b. Provide signage indicating acceptable usage of each trail section.
 - c. Provide signage where trails cross roads to improve safety.
 - d. Rebuild bridge on River Trail to improve safety.
 - e. Provide erosion protection in sensitive trail areas.
 - f. Reconstruct Indian Trail.
 - g. Halt further trail construction.
4. **Excess Dirt Repository** - The condition of this area is inconsistent with the natural condition desired for Lambert Park. We recommend:
 - a. Return this area to a natural condition through re-contouring and re-vegetation.
 - b. Restore the trail along High Bench Ditch through this area.
5. **Farmhouse Remnant** – The farmhouse remnant has historical significance, but is somewhat hazardous and unattractive in its current condition. Reconstruction of the farmhouse is undesirable due to its remote, unsupervised location. The surrounding poppy fields are enjoyed by many local residents, but may be declining. We recommend:
 - a. Clean-up and/or fill the basement hole.
 - b. Preserve the two standing walls.
 - c. Erect a plaque, with short history, at the remnant site.
 - d. Attempt to expand and densify the poppy fields and to stop illegal harvesting.

6. **Roads and Tracks** – The Park contains eight miles of dirt roads and doubletrack. These tracks provide access to the rodeo grounds, the water facilities, and the Box Elder subdivision; are used for recreation by motorcycles, ATVs, and 4X4 vehicles; and are used by pedestrians. With increased recreational use in recent years we have noted widening and extension of this network detrimental to the natural appearance of the park. We recommend:
 - a. Motorized traffic be restricted as follows:
 - (1) Prohibit motorized traffic on all roads and tracks, except the six miles identified in green on the attached map.
 - (2) Post signs and place boulders to mark tracks not approved for motorized usage.
 - (3) Impose fines for riding motorized vehicles on closed tracks, for riding with non-standard muffler, and for riding with spark arrestor removed.
 - (4) Prohibit motorcycles, ATVs, and snowmobiles from 10 PM to 7 AM.
 - b. Using satellite photos and other means, conduct an Annual Assessment of the park's condition, including identification of any new damage by motorized vehicles.
 - c. If the Annual Assessment shows that the above restrictions have not been effective then we recommend that motorized traffic be prohibited on all roads and tracks, except those that service the Rodeo Grounds and the Box Elder subdivision, city vehicles that require access to the water facilities, and vehicles that serve other necessary purposes.
7. **Private Parcels** – An area totaling approximately forty acres owned by various private parties is located within the Park boundaries. This area would be a desirable addition to the Park. On the other hand, if developed, it would require access through the Park and would disrupt the Park's continuity. We recommend:
 - a. If possible, add this area to the Park through acquisition or trade.
8. **Implementation** – Implementation of the Lambert Park Master Plan will require ongoing minor policy decisions and continuing administrative work, but with minimal public expenditure. We recommend:
 - a. Establish an ongoing committee, with members appointed by the City Council.
 - b. The committee oversees implementation of the Master Plan, except acquisition of the private land, which will be handled directly by the Council.
 - c. The committee approves service projects consistent with the Master Plan.
 - d. The committee organizes a Neighborhood Watch Program for the Park.
 - e. The committee performs the Annual Assessment, with assistance from the City Engineer.
 - f. The committee receives a one-time budget of \$50,000, plus access to public works personnel and equipment. (Construction of the Bower restroom is outside this budget.)

Scott Frazier, April 2, 2002

June 25, 2002

Minutes of the Public Hearings and the City Council Meeting held on Tuesday, June 25, 2002 at Alpine City Hall, 20 N. Main, Alpine, Utah 84004 at 7:00 pm as follows:

The following members were present and constituted a quorum:

Mayor Phil Barker

Council Members: David Adams, Mel Clement, Kent Hastings and Thomas Whitchurch

Staff: Ted Stillman, Janis H. Williams, David Church, Shane Sorensen and Jay Healey

Others: Jannicke Brewer, Dale Porter, Diana Mills, *New Utah*, Calley Buys, *Deseret News*, Will S. Jones, Fraser Bullock, Elaine Compton, Spud Warren, Cheryl Warren, Adam Olsen, Hata Puriri, Hata Puriri, Jr., Craig Skidmore, Gordon Willis, Summer Willis, Susan Willis, Brenner Adams, Nathan Larsen, Tom Bench, Ron Madson, Gary Filler, Becky Wilford, Zakery Christensen, Sullivan Love, Lee Devey, Susan Devey, Ula B. Hemingway, Bob Hemingway, Scott Frazier, Craig Carlisle, *Lone Peak Public Safety District Fire Chief*, Perry Tirrell and Jill Derr.

PUBLIC HEARINGS - Mayor Phil Barker called the Public Hearings to order at 7:05 pm, welcomed everyone in attendance and introduced the Public Hearings as follows:

1. FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON THE LAMBERT PARK MASTER PLAN. Ted Stillman went over the recommendations of the Lambert Park Committee and the Planning Commission motion.

Fraser Bullock, a homeowner in Box Elder Subdivision and a current owner of ATV's, felt there were better places to ride ATV's. Mr. Bullock said he loads his in a trailer and takes them to the sand dunes. Fraser Bullock expressed his concern about fire danger and further stated that the kids going there are going there illegally and the noise has impacted his subdivision. Mr. Bullock recommended that ATV's not be allowed.

Ron Madson said he bought a lot in 1988 and owns ATV's. Mr. Madson said he has looked at the land in Lambert Park and is willing to give up riding his ATV's. Ron Madson suggested that the Council not allow any development in the Pine Grove area, which is currently in the County and felt that to build 12 or 15 additional houses will tear up the mountain property more than riding ATV's.

Mr. Sullivan asked how the city was going to enforce no riding of ATV's in the park and wondered if police protection would be sacrificed in other areas.

Tom Bench felt hikers created more fires than ATV's and felt we were restricting activities that our youth like to do. Mr. Bench said he lives on the busiest intersection of town and hears everybody's motorcycles, construction trucks, cars, etc. and wasn't too sympathetic with the residents living in the Box Elder and Cove Subdivisions.

Elaine Compton said that at the Planning Commission Public Hearing most everyone there wanted to ban the use of ATV's and Mrs. Compton felt that ATV use was not compatible with other uses in the park. Gary Filler said the noise with ATV's at 11:00 pm should not be tolerated and said he chose to live in a secluded area and not in the middle of town. Helen Vernon said she has helped the cross-country runners and felt it is wonderful to have a place for these advanced runners to train. Mrs. Vernon said joggers and walkers use this park extensively.

Craig Skidmore said that one of the big issues the City Council has to deal with is enforcement. Mr. Skidmore had invited Police Chief Kip Botkin to attend; however, Chief Botkin

had another commitment. Scott Frazier said he favored no vehicular traffic in the park because of enforcement and said he felt that vehicular traffic was not compatible with other park uses.

Mayor Barker thanked Scott Frazier for chairing up the Lambert Park Citizen's Committee.

2. FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON THE FARM ANIMAL ORDINANCE. Ted Stillman went over the changes to the Animal Ordinance dealing with farm animals as follows:

1. Large animals require 20,000 square feet rather than the current 10,000 square feet.
2. A large animal must be 75 feet from the nearest neighbor rather than the current ordinance where a barn or corral must be 75' from any dwelling.

Tom Bench asked what would happen if an existing property owner who had animals sold their property and if the new owners would have the existing animal rights? Mr. Bench then asked what ordinance would apply if the property was subdivided.

Becky Wilford asked if the Planning Commission's recommendations she got in April were the same now as then. Mrs. Wilford said it is good to clarify definitions like the size of animals; however, she objects to cutting in half the number of animals you can have. Becky Wilford didn't understand the change and asked why and Mayor Barker said there had been complaints about too many animals on small lots. Spud Warren asked what the definition of a large animal was, as he felt some animals should be classified as medium sized. Mr. Warren asked why this ordinance is being changed and said that all the people who were at the Public Hearing were against the changes. David Adams asked how this new ordinance affected Becky Wilford as Mrs. Wilford has Alpacas. Under the current ordinance Alpacas do not have a large or medium animal classification and the new ordinance addresses exotic animals. Councilman Adams asked if horses could be adequately taken care of on a 10,000 sq. ft lot. Jill Derr said the ordinance does not address residential property that borders City property and the 75 feet limitation and questioned if her house would have a pre-existing condition status. In terms of selling her property would it be grand fathered? It was discussed that the grandfather clause goes with the land.

Hata Puriri said that possibly in two years he would like to get a large animal and currently he has none. The shelter that was built a long time ago is closer than 75' to his own house. Jannicke Brewer said that one consideration to remember is that on lots where horses are kept soon become dust bowls and horses attract flies.

Tom Bench asked how the Rodeo Grounds would be affected with this Ordinance and if the City is going to build stables, would the City have to follow the same restrictions as outlined in the ordinance.

Becky Wilford said she has had many people come to her and say they like seeing her Alpacas as they feel this is a rural town.

Mayor Phil Barker closed the Public Hearings at 7:45 pm.

CITY COUNCIL MEETING:

I. **CALL TO ORDER** - Mayor Barker opened the City Council Meeting at 7:45 pm and invited those in attendance at the Public Hearings to stay. Mayor Barker said he was proud of

our City for their support in the Elizabeth Smart search. There was little notice and many volunteers showed up.

II. PRAYER – David Adams

III. PUBLIC COMMENT. Time has been set aside for the public to express their ideas, concerns and comments on items not on the agenda.

Hata Puriri said he had a concern of truck traffic on 100 West. The traffic has increased 600% and the bridge has not been constructed yet. Mr. Puriri would like to see the City Council do something to slow down big commercial trucks as 200 West is not paved and the developer is not watering the street to keep the dust down. Hata Puriri asked if there could be a sign installed to slow down the trucks. Mr. Puriri asked if the road on 100 West could be widened and sidewalk be installed between the new development and 120 West. Mel Clement asked why 200 West couldn't be asphalted and Shane Sorensen said there needed to be some storm drain work done. Mayor Barker said we could install a sign to slow the traffic down and talk to Dana Beck to water the road to keep the dust down. Mayor Barker said he understands the concern of the residents in that area and Shane Sorensen said the heavy truck traffic should be finished now. Hata Puriri said there is now house construction traffic as well as the baseball and soccer traffic.

IV. CONSENT CALENDAR

A. Business Licenses:

Ann Sweeney – NAME TAGS EXPRESS, INT; 340 E. Carlisle Avenue
 Drew Hurst – ICY-HOT; 132 W. Cascade Avenue
 James E. Hall – ALPINE CUSTOM WINDOW TINTING; 310 South 600 East
 Shawn Stevens – HOLE SOFT; 749 East 200 North
 Brent Christensen– CHRISTENSEN'S CURBSIDE REPAIR; 367 East 300

North

Robert Pike Goss – BANCHI'S; 561 N. Wilderness Drive

B. Bond Releases:

Mark Avina, Mark Avina Site Plan – \$912.00
 Wayne Patterson – High Mountain Oaks, Plat F - \$30,089.09
 Jay Healey – Healey Heights, Plat G – Final Release – \$99,805.03
 Dana Beck – Twin River Estates - \$104,395.44

C. Payment Requests:

Xcavate, Inc. – Grove Drive Storm Drain - \$56,603.79
 Carlton, Inc. - Healey Blvd. (Alpine's portion) – \$16,001.98

MOTION: Kent Hastings moved to approve the Consent Calendar. Thomas Whitchurch seconded. Ayes: David Adams, Mel Clement, Kent Hastings and Thomas Whitchurch. Nays: 0. Motion passed.

V. SCHEDULED ITEMS

A. SKATEBOARD PARK. Councilman Mel Clement said he has received numerous requests that the City develop a skateboard park. Kent Hastings introduced Brenner Adams and said he has been gracious to come and explain the pros and cons pertaining to skateboard parks. Mr. Adams said he was happy to be able to explore his own personal interests as a youth that did not include wrestling or football and that his life would have led to drugs and that type of life style. Brenner Adams said that board sports are prominent now and encouraged

the Council to consider the advantages to the community and also to the skateboarding community. Skate parks are an advantage to communities in that there is a place for the youth to go. The terrain is safe with a smooth concrete surface and there is less injury to the skateboarders. Mr. Adams suggested the City get information from a builder of a skateboard park and a typical park could cost \$150,000 and go up to \$300,000. Kent Hastings asked what suggestions Brenner Adams had for the City Council to consider and Mr. Adams said to estimate what is the need now and then gauge what would be needed in 10 years. There is a Federal Grant for beautification that could be tapped into; however, a big mistake is to let the kids design the park and then don't let local contractors build the park. Brenner Adams recommended this not be built for BMX, and that there be some differencing between skateboarding and inline skating. Bob Hemingway asked if we were talking about a place or theory.

Mayor Barker asked Councilmen Kent Hastings and Mel Clement to work and put together some costs for a Skate Board Park to bring back to the Council.

B. WILLOW CANYON HEIGHT VARIANCE – LOT 14, WILLOW CANYON SUBDIVISION, PHASE 2B. Ted Stillman said the Willow Canyon Annexation Agreement limited homes to a height of "25 feet above the natural grade to the highest point of the roof or parapet." This item was included in the agreement so that the homes on the hill would be less obtrusive. Mr. Stillman said that Gordon and Susan Willis are requesting a height of 27 feet 9 inches. At the last City Council meeting, it was discussed setting heights in Willow Canyon and in response to the concern on heights, Joel Kester has proposed that variances of 4 feet 5 inches be granted on the east side of Bald Mountain Drive and that variances of 3 feet be granted on the west side of Bald Mountain Drive. Mayor Barker asked if we were going to amend the Annexation Agreement or just take the recommendation from the Willow Canyon Architectural Committee.

Thomas Whitchurch said he was concerned with the Architectural Committee's recommendation and said he felt the reason the 25' height limit was there was because of public outcry. Mayor Barker said that Joel Kester looks at the house plans very carefully.

MOTION: Mel Clement moved to approve the requested height variance of 2 feet 9 inches for lot 14 in the Willow Canyon Subdivision, Phase 2B. Kent Hastings seconded. Ayes: David Adams, Mel Clement, Kent Hastings and Thomas Whitchurch. Nays: 0. Motion passed.

C. LAMBERT PARK MASTER PLAN. The Lambert Park Committee and the Rodeo Grounds Committee have completed their recommendations and presented them to the Planning Commission. A Public Hearing was held on May 14, 2002 with the City Council in attendance and the Lambert Park Master Plan was approved at the Planning Commission Meeting on May 21, 2002. The recommendations of the Lambert Park Citizen's Committee (as approved by the Planning Commission) were attached to the previous meeting's minutes. Mayor Barker said there are several issues that need to be dealt with.

Ted Stillman said the Committee recommended the following:

1. Establish a trailhead at the Bowery, including an information board, but no additional parking.
2. Construct a restroom facility at the Bowery.
3. Establish a trailhead at the Alpine North Stake Center entry, including an information board, but no additional parking.
4. Once plans for the Rodeo Grounds are firm, establish a trailhead there.
5. Establish a single-track trail network, which would be suited to hiking, cycling, running, and equestrian uses.
6. Excess Dirt Repository. Return this area to a natural condition through re-contouring and re-vegetation and restore the trail along High Bench

- Ditch through this area.
7. Farmhouse Remnant. The farmhouse remnant has historical significance, but is somewhat hazardous and unattractive in its current condition. It was recommended that the basement hole be cleaned up and/or filled in, preserve the two standing walls, erect a plaque, with short history, at the remnant site and attempt to expand and densify the poppy fields and to stop illegal harvesting.

Mayor Barker said his recommendation was not to put more restrictions on our youth buy not letting them ride their ATV's in the park and to see the poppy field expanded. Mel Clement said he was not ready to go to a vote and would like to see a master plan of the Bowery and decide whether we still wanted to allow Church groups to use the Bowery. Councilman Clement said he would like to see the poppy fields preserved and then see a master plan for the Rodeo Grounds. Fire Chief Craig Carlisle said he hated to see the City restrict access to Lambert Park and at times the Fire Department needs to use those roads to fight fires. Kent Hastings said he was up there on Saturday for quite sometime and didn't see another vehicle in the park. Jannicke Brewer said she has walked Lambert Park at least three times a week for ten years and over the years many additional trails have been created. Mrs. Brewer said there has been quite a bit of damage done to the park. Jannicke Brewer said that if you walk you could see the damage. Tom Bench said the roads in the park have not been maintained with grading, etc. and now the park is being used extensively.

Mayor Barker said he needed to get whatever resources he needs to answer his questions and recommended tabling this ordinance. Thomas Whitchurch said he is puzzled with the additional information that Councilman Clement said he needs to feel comfortable. Mel Clement said he was not prepared tonight to vote because it was not clear in his mind exactly what was wanted. David Adams felt the Council needed to take a stand and give the Committee some direction and Thomas Whitchurch said he thought the Council needed to make a decision.

Mayor Barker suggested that the Council Members get with Ted Stillman to input their suggestions and reminded the Council that this is a general plan only.

MOTION: Mel Clement moved to table the Lambert Park Master Plan and see this back on the agenda in four weeks. Kent Hastings seconded. Ayes: Mel Clement and Kent Hastings. Nays: 2. David Adams and Thomas Whitchurch noted nay. Mayor Barker voted nay to break the tie. Motion failed.

Kent Hastings suggested that ATV's be allowed on the main roads, that money be put into maintaining the roads and then make a yearly assessment. Councilman Hastings questioned why we should spend hours in master planning the park or wait until after an assessment of the needs has been made. Kent Hastings was not comfortable with the citizen's committee in determining the roads. Diana Mills said that she hears all kinds of vehicles going into Lambert Park from Moyle Drive during all times of the day and night, even after midnight.

MOTION: Thomas Whitchurch moved that we accept the recommendation of the Planning Commission and the Lambert Park Citizen's Committee with the exception of the motorized vehicles, that we allow motorized vehicles on the main roads to be determined by the City Council with a recommendation by the Planning Commission and the Lambert Park Citizen's Committee, that we restrict traffic in the park to during daylight hours, that we instruct the police to monitor the park and that we accept the rest of the recommendations from the Lambert Park Citizen's Committee. David Adams seconded. Ayes: David Adams, Kent Hastings and Thomas Whitchurch. Nays 1. Mel Clement voted nay. Motion passed.

Mayor Barker asked Ted Stillman to put the Rodeo Grounds on the Agenda in four weeks.

D. ORDINANCE NO. 2002-05, AN ORDINANCE ADOPTING AN AMENDMENT TO SECTION 3.21.9 - FARM ANIMALS. Ted Stillman said that a Public Hearing was held on the Farm Animal Ordinance earlier in the evening. The major changes from the current ordinance were:

1. Large animals require 20,000 square feet rather than the current 10,000 square feet.
2. A large animal must be 75 feet from the nearest neighbor rather than the current ordinance where a barn or corral must be 75 feet from any dwelling.

Kent Hastings felt we should leave the Animal Ordinance that is now in place with the exception of the 75 feet from dwellings.

MOTION: Kent Hastings moved that we keep the current Animal Ordinance as is but changing it to read "75 feet from a neighboring dwelling." Thomas Whitchurch seconded. Kent withdrew his motion.

Thomas Whitchurch suggested we use the new ordinance because it is clearer with the changes to the definitions.

E. ORDINANCE NO. 2002-06 – GATEWAY HISTORIC OVERLAY ZONE. Ted Stillman said the Planning Commission at their meeting of May 7, 2002 approved the ordinance creating the Gateway-Historic Zone and also approved the design guidelines for the Gateway-Historic Zone. The City Council held a Public Hearing on the Gateway-Historic Zone on June 11, 2002. A number of concerns were raised at the hearing and the Ordinance has been revised to address and mitigate those concerns as follows:

1. Demolition of buildings – The requirement that demolition of buildings go through a review process has been deleted.
2. Review Process – The review process has been shortened. The Architectural Review Board and the Planning Commission will only review developments. They would go to the Architectural Review Board within 10 days of receipt and the Architectural Review Board would make a recommendation to the Planning Commission within 30 days.
3. Building Permit processing. Building permits in the Gateway-Historic Zone would be expedited.

Mayor Barker suggested we move ahead and put this ordinance in place. Mayor Barker said he doesn't think there will be any negative repercussions to a property owner. David Adams suggested that the City somehow develop a relationship with an architect who knows the theme we are trying to achieve and then if the builder uses that architect the time would be shorter to get a building permit. Mayor Barker said he doesn't want to give up the complete review process.

MOTION: Kent Hastings moved to extend the meeting to 10:30 pm. David Adams seconded. Ayes: David Adams, Mel Clement, Kent Hastings and Thomas Whitchurch. Nays 0. Motion passed.

David Adams said he would like to see more incentives offered to developers and Thomas Whitchurch said he liked the additional verbiage added at the end of the ordinance. David Adams said he would like to see something written in the ordinance about an incentive, which would help the small business.

MOTION: Mel Clement moved to adopt Ordinance No. 2002-06, An Ordinance Creating A

Gateway-Historic Overlay Zone for Alpine City as written but modifying the numbering of the last paragraph to become 3.11.12 and that this be reviewed by City Staff and brought back to the City Council. Kent Hastings seconded. Ayes: Mel Clement. Nays: David Adams, Kent Hastings and Thomas Whitchurch voted nay. Motion failed. This item will be back on the next City Council agenda.

F. ORDINANCE NO. 2002-07, AN ORDINANCE AMENDING THE FISCAL YEAR 2001-2002 BUDGET. Ted Stillman said the major amendments to the current budget are:

1. General Fund – Transfer \$350,000.00 to the Capital Improvement Fund. The General Fund balance at the end of the year cannot exceed 18% of the total General Fund Budget or \$324,000.00.
2. Sewer Fund – Add \$41,700.00 to the sewer fund from the sewer fund cash balance for the Sewer Fund's share of the new loader.
3. UTA Tax – Add \$5,000.00 for higher than anticipated UTA Taxes.
4. Pressurized Irrigation – Add \$338,000.00 to the Pressurized Irrigation Fund for bond payments and final payment to VanCon for the pressurized irrigation construction.

Kent Hastings said he would like to research to see how many people are using the handicap service with UDOT.

MOTION: David Adams moved to adopt Ordinance No. 2002-07, An Ordinance Amending the 2001-2002 Fiscal Year Budget. Kent Hastings seconded. Ayes: David Adams, Mel Clement, Kent Hastings and Thomas Whitchurch. Nays: 0. Motion passed.

G. ORDINANCE NO. 2002-08, AN ORDINANCE ENACTING AND ADMINISTERING THE FISCAL YEAR 2002-2003 Budget. Ted Stillman said that adjustments have been made in the budget based on input received at the Public Hearing. Kent Hastings asked David Adams about the purchase or leasing of garbage cans. Councilman Hastings said he would like to see the Capital Expenditure be more conservative and David Adams said he would like to see us prioritize some capital projects earlier for next year. Mayor Barker said that several years ago there was a ranking system in prioritizing projects and possibly this needs to be put back in place.

MOTION: David Adams moved to adopt Ordinance NO. 2002-08, An Ordinance Enacting and Administering the 2002-2003 Fiscal Year Budget. Thomas Whitchurch seconded. Ayes: David Adams, Mel Clement, Kent Hastings and Thomas Whitchurch. Nays: 0. Motion passed.

H. RESOLUTION NO. R2002-05, A RESOLUTION ESTABLISHING THE 2002-2003 CERTIFIED TAX RATE. Ted Stillman said this Resolution adopts the Certified Tax Rate for the 2002-2003 Budget. The Certified Tax Rate will stay the same as last year at 0.001298. This is due to the fact that collections were lower than expected.

MOTION: David Adams moved to adopt Resolution No. R2002-05, A Resolution Establishing the 2002-2003 Certified Tax Rate at 0.001298. Mel Clement seconded. Ayes: David Adams, Mel Clement, Kent Hastings and Thomas Whitchurch. Nays: 0. Motion passed.

I. JR. HIGH SUBDIVISION – FINAL APPROVAL. Ted Stillman said the School District would like to revise their subdivision plat by adding a 20,000 square foot lot for Van Burgess and would also like to increase the size of the school parcel to 5 acres. The Van Burgess parcel will be lot 6. Mr. Stillman said the previously approved plat has not been

recorded and the Planning Commission approved the revised plat at their meeting on June 18, 2002. The Subdivision Agreement has been revised to include the wording "that if development takes place on the Van Burgess property within 15 years, then there be reimbursement to the School District with funds to be extracted from the developer." Shane Sorensen said that we are approving the adding the one lot; however, this will be included in the subdivision.

MOTION: Kent Hastings moved to approve the revised Jr. High Subdivision plat, the revised Subdivision and Site Plan Agreement with the School District to include the wording "that if development takes place on the Van Burgess property within 15 years, then there be reimbursement to the School District with funds to be extracted from the developer" and with David Church's approval and to extend the meeting to 10:45 pm. Mel Clement seconded. Ayes: David Adams, Mel Clement, Kent Hastings and Thomas Whitchurch. Nays: 0. Motion passed.

VI. COMMUNICATION

Thomas Whitchurch said the Alpine Days Committee have asked David McManus, a long-time resident of Alpine, to be the Grand Marshall of the parade. David McManus is one of the founders of the Alpine Eagles Football team, is a veteran of the Vietnam War and is currently serving as the Lieutenant on Alpine's Police Department.

Thomas Whitchurch suggested that we get the sprinklers working so the park behind City Hall is green for Alpine Days. Also, some of the tables in the Burgess Park pavilion need to be repaired. Mayor Barker felt we need to improve the Burgess Park ball fields and Shane Sorensen said there are some areas he knows of that need to be worked on.

Kent Hastings said he owns a couple of properties on 600 North that have been determined to be creating a nuisance to the City and Councilman Hastings does not agree. Kent Hastings said that when he moved to Alpine there were lots of Meadowlarks that live on those lots and he wants to continue to provide a habitat for these birds. By mowing the natural vegetation down it would destroy their habitat. Craig Carlisle, Fire Chief, said he has been inundated with calls from neighbors about lots around town that have weeds. Chief Carlisle has talked with Orem about how their City handles these problems and Ted Stillman said that Lindon handles this on complaint basis only. Mayor Barker felt this is a fire danger and Kent Hastings suggested this ordinance be revisited. Ted Stillman said the letters have been sent out and property owners have 20 days to comply or appeal. Kent Hastings said he wants this ordinance to be fair for everyone.

Councilman Hastings also said the web site needed to be updated.

VII. EXECUTIVE SESSION – Litigation, Property Acquisition, and Personnel. An Executive Session was not needed.

VIII. REVIEW ACTION ITEMS

IX. APPROVAL OF MINUTES

Public Hearings and City Council Meeting of June 11, 2002

Thomas Whitchurch made a few grammatical corrections to the minutes.

MOTION: David Adams moved to approve the minutes of the Public Hearings and City Council Meeting of June 11, 2002 as amended, extend the meeting to 10:59 pm and adjourn. Thomas Whitchurch seconded. Ayes: David Adams, Mel Clement, Kent Hastings and Thomas Whitchurch. Nays: 0. Motion passed.

The meeting adjourned at 10:59 pm.

Janis H. Williams