NOTICE: THE CITY COUNCIL WILL BE WALKING THE TRAIL NEXT TO DRY CREEK IN THE CENTER OF THE CITY AT 6:30 P.M. THE CITY COUNCIL WILL MEET AT 175 WEST CANYON CREST ROAD (THE WATER WHEEL BUILDING). THE PUBLIC IS INVITED TO ATTEND.



#### ALPINE CITY COUNCIL PUBLIC HEARING & MEETING AGENDA

NOTICE is hereby given that the CITY COUNCIL of Alpine City, Utah will hold a public hearing and meeting on Tuesday, June 9, 2015 at 7:00 pm at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

- I. CALL MEETING TO ORDER\* **Praver:** 
  - А. **Roll Call:** В.

- Mayor Don Watkins Mayor Don Watkins
- C. **Pledge of Allegiance:** By Invitation
- **II. PUBLIC COMMENT:** The public may comment on items that are not on the agenda.

#### **III. CONSENT CALENDAR**

- Approve the Minutes of May 26, 2015 A.
- **Monthly Financial Report** В.
- C. Bond Release - Abe's Landing - Jim Hobbs - \$15,152.40
- D. Bond Release - Heritage Hills Plat C - Downing Akin - \$208,203.81

#### IV. REPORTS AND PRESENTATIONS

A. Swearing in of the Youth City Council Members.

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

- A. PUBLIC HEARING on Final City Budget: Public comments will be received regarding the Final Fiscal Year 2015-2016 City Budget.
- B. Ordinance No. 2015 08 Adopting the Final Alpine City Budget, Fiscal Year 2015-2016. The Council will make any changes they wish to make to the Final Fiscal Year 2015-2016 City Budget and approve said Budget.
- C. Resolution No. R2015-08 Adopting the Certified Tax Rate for Fiscal Year 2015-2016. The Council will adopt the Fiscal Year 2015-2016 Certified Tax Rate for the City.
- D. Resolution No. R2015- 07- Adopting the Amended Consolidated Fee Schedule. The Council will adopt the Consolidated Fee Schedule for Fiscal Year 2015-2016.
- E. PUBLIC HEARING on the Amended City Budget for Fiscal Year 2014-2015. Public comments will be received regarding the amended City Budget for Fiscal Year 2014-2015.
- F. Ordinance No. 2015-09 Amending the City Budget for Fiscal Year 2014-2015. The Council will adopt the amended City Budget for Fiscal Year 2014-2015.
- G. Dry Creek Corridor Trail The Council will discuss the field trip they went on prior to the formal meeting.
- H. Retaining Wall Ordinance. The City Council will consider approving a proposed ordinance that would regulate retaining walls.
- Letter of Engagement Greg Ogden CPA. The City Council will approve the Letter of Engagement for Greg Ogden to I. provide audit services for the City.
- J. Bookmobile Agreement. The City Council will consider approval of the Utah County Bookmobile Agreement.
- K. Approval of A Letter to Utah County Regarding Patterson's Water Tank & Sewer Re: Box Elder South Subdivision: The City Council will approve a letter to Utah County regarding the water tank and sewer constructed for servicing the Box Elder South Subdivision.

#### VI. STAFF REPORTS

#### VII. COUNCIL COMMUNICATION

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

#### **ADJOURN**

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

Don Watkins, Mayor May 22, 2015

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

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

# PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

#### **Public Hearing v. Public Meeting**

If the meeting is a **public hearing**, the public may participate during that time and may present opinions and evidence for the issue for which the hearing is being held. In a public hearing there may be some restrictions on participation such as time limits.

Anyone can observe a **public meeting**, but there is no right to speak or be heard there - the public participates in presenting opinions and evidence at the pleasure of the body conducting the meeting.

1 2	ALPINE CITY COUNCIL PUBLIC HEARING & MEETING Alpine City Hall, 20 N. Main, Alpine, UT
3 4	May 26, 2015
4 5 6	I. CALL MEETING TO ORDER: The meeting was called to order at 7:00 pm by Mayor Don Watkins.
7 8	A. Roll Call: The following were present and constituted a quorum:
9	Mayor Don Watkins
10	Council Members: Will Jones, Roger Bennett, Kimberly Bryant, Lon Lott
11	Council Members not present: Troy Stout was excused
12 13	Staff: Rich Nelson, David Church, Shane Sorensen, Jason Bond, Marla Fox, Jane Griener and David Fotheringham from Planning Commission
13	Others: Loraine Lott, Paul Kroff, Annette Scott, Chris Paulson, Greg Zippi, Tricia Zippi, Sam Larson, Brian Thorp,
15	Emily Thorp, Teri Jerman, Clayton Johnson, Tom Karren, Brian Burr, Cameron Burr, Eli Faust
16	
17	B. Prayer: Roger Bennett
18	C. Pledge: Chief Brian Gwilliam
19 20	Mayor Don Watkins said Lynn Higgins was in charge the Memorial Day program was it very successful. He
20	thanked Chief Warrant Officer Higgins for the tremendous job he did.
22	
23	II. PUBLIC COMMENT: No Comment
24	
25 26	III. CONSENT CALENDAR
20 27 28	A. Approve the minutes of May 12, 2015
29	MOTION: Will Jones moved to approve the Consent Calendar with the minutes of May 12, 2015 as corrected. Lon
30	Lott seconded. Ayes: 3 Nays: 0. Will Jones, Roger Bennett, Lon Lott voted aye. Kimberly Bryant abstained because
31	she said she didn't get them. Motion passed.
32 33 34	IV. REPORTS AND PRESENTATIONS: None
34 35	V. ACTIONS/DISCUSSION ITEMS
36	
37	A. Food Truck Rally Pilot Program Discussion: Mayor Watkins said the staff had a recommendation
38	regarding the food trucks. Rich Nelson said the food truck rally was a pilot program. They were going to let them
39 40	operate for about another month and make whatever adjustments needed to be made.
40 41	Clayton Johnson owned the Pyromaniac Pizza truck. He said that last night (Monday) they had two separate groups
42	that patronized the food trucks. The first group was primarily young families who were there until about 7 pm. The
43	music was scheduled for 8 pm. The second group that came later in the evening was made up of young adults,
44	teens, families with older kids. He said it was very successful night.
45	Deien Deum inter deue d. fais aussidente erhe enmed fand truche. Company Dum en d.Eli Fourt. He erid there eren
46 47	Brian Burr introduced two Alpine residents who owned food trucks, Cameron Burr and Eli Faust. He said there were other food truck owners who were residents of Alpine and were being left out of the Rally and he asked the Council
48	to expand the number of allowed trucks or open up another night.
49	
50	Tom Karen said he was a resident of Alpine who sold shaved ice. He had multiple requests to have his truck at sell
51	shaved ice at group events in Alpine, City ordinances did not allow it. Mayor Watkins asked staff if they could
52 53	speak to that.
55 54	David Church said Alpine City ordinances did not allow food trucks and concessions beyond what the City had
55	already allowed. Using city roads and city parks for private commercial business was not allowed. Trucks and
56	concessions would be allowed for private parties on private property.

- Mayor Watkins asked if there had been any negative feedback about the food trucks from neighbors or others. Rich
   Nelson said no one had complained to him. Shane Sorensen said the park was left very clean after all three events
   held thus far.
- 56 Clayton Johnson said they policed the park and dumped the trash as agreed.7

8 Mayor Watkins asked Mr. Johnson if he would have a problem with introducing more food trucks to the event or 9 opening up another night or location.

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Mr. Johnson said the challenge was determining the right number of trucks for an event. He chose to locate five trucks by Legacy Park in Alpine so the street wouldn't have to be closed. He'd found that it needed to be a huge event with lot of customers to make more than six trucks successful. They didn't want to make it so big that no one made any money. He said there were as many as forty other truck owners on a waiting list that would like to be in Alpine. Regarding additional nights, he said larger cities like Provo had opened a food truck rally up for more than one night a week then went back to one night because there wasn't enough business to justify additional nights.

- Jason Bond said the Rally was located by Legacy Park in the Business Commercial Zone so it made sense to keep it at Legacy Park instead of Creekside Park. One of the issues was sales tax revenue. Marla Fox said she called the state and was told that Alpine would get a small portion of the sales tax revenue but most would go to the city where the truck was licensed.
- Mr. Johnson said they listed Alpine as a secondary location, but Alpine wouldn't receive any revenue until the
   vendors filed their quarterly sales tax and listed Alpine's zip code and the revenue acquired in Alpine.

Brian Burr suggested they consider increasing the licensing fees for food truck to make up the difference if the vendors neglected to include Alpine in their quarterly tax report. He said he would like to see more variety in the food trucks that came to Alpine, and possibly have trucks on Friday or Saturday.

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Lon Lott asked if they wanted to consider Tom Karren's suggestion that Alpine allow concessions for group events.
 Rich Nelson said he didn't want to open Pandora's Box. They would make a decision on food trucks first and move
 to concession trucks at a later date. Mr. Karren said his was a seasonal business and the season would soon be over.

David Church said most cities had an ordinance that allowed transient merchants. Alpine City allowed special events to bring in their own food. Mr. Karren's question dealt more with baseball tournaments, etc. Mr. Church said the City needed to decide how many shaved ice trucks they were going to allow in the city, or they could decide to allow them all and let them see who succeeded.

39 Mr. Karren said he did not have a business license in Alpine City because he did not operate out of a fixed location.

The City Council agreed to extend the Food Truck Rally another 30 days and discuss it again. They asked Clayton
 Johnson to consider letting local trucks participate in the meantime.

B. Oberee Annexation: Mayor Watkins said the Council would discuss any additional items from the
 Planning Commission meeting of May 5, 2015, and set a public hearing on the Oberee annexation petition for June
 23, 2015. He asked David Church for comment.

47 48 David Church said he thought it was pretty clear at the meeting two weeks ago when the Council voted for a 49 maximum of 31 lots on the Zolman portion of the Oberee annexation. Mr. Church said he had suggested they begin 49 discussion on a development agreement if possible and hold a public hearing. If there was no development 49 agreement, the Council had the option of going forward with the annexation and assigning whatever zoning they 49 wanted to the ground. The petitioner would have the option of withdrawing the annexation application. 50 Mr. Church said he'd had a conversation with Paul Kraff who told him that 21 lots would not be sufficient to make it

54 Mr. Church said he'd had a conversation with Paul Kroff who told him that 31 lots would not be sufficient to make it 55 financially feasible to go forward with the development in Alpine. It wouldn't cover the cost of bringing water and

sewer to the 31 lots. That was without taking into account any other offsite improvements the City would like to

have done. Mr. Kroff had asked him if 31 lots was a hard number and Mr. Church told him that he believed it was.
 He said that Mr. Kroff indicated that they would be withdrawing their application if the City was unwilling to
 negotiate on the number of lots.

4

David Church said that if the Council went forward with scheduling a public hearing and the applicant didn't
 withdraw their petition, the Council would assign whatever zone they felt suitable without a development

- 7 agreement. The annexation would be like any other ordinance and would require three votes.
- 8

9 Will Jones said up to that point he had tried to stay out of the discussion on the Oberee annexation, and had not 10 voted. Since that time he had sought legal counsel to see if he had a conflict of interest on this subject. He said he

did not have any ownership in the property or legal contracts or other things that would constitute a conflict of

interest. Therefore, it did not appear that he had a conflict of interest. Mr. Jones said he felt the annexations were

13 critical. The City could walk away from them, but on this particular one, it would mean the loss of two + million

14 dollars to Alpine City in offsite improvements and taxes if they sent it back to the county. He said he would finalize 15 the determination on whether or not he had a conflict interest and whether or not he could vote.

15 16

Kimberly Bryant asked why he previously thought he had a conflict of interest. Mr. Jones said he had talked to the property owners about the possibly selling lots but there was no contract and there may not be a contract in the future.

19 20

Lon Lott said that if they were interested in annexing the property, they needed to make it very clear. The City had an existing Annexation Policy Plan that led people to believe they could annex with a certain zoning. He said that

the Oberee application would still meet the criteria for the density without using the land in the conservation easement. The benefits the City would receive from bringing it into the City were worthy of serious consideration,

but if the motion made two weeks ago was a serious proposal, the Oberee entity would probably just say they

- weren't interested in annexing.
- 28 Kimberly Bryant said she was offended that he said the motion was not made in good faith.

Mr. Lott apologized. He explained that he had looked at what had been on the table for years and it was a one-acre
zoning designation. People made plans based on that and when the City came back and said they were going to cut
that density in half, they needed to look at the reasoning behind that kind of number. CR-40 was the zoning
designation in the Annexation Policy Plan. Not all of it was CR-40. The areas that needed to be protected, such as
the hillsides, were designated as CE-5.

Jane Griener said she was a member of the Planning Commission. She was confused about the roads that were going to be built. She thought the builder was going to come to the City to work out issues like that. She wanted to know how that decision was made and how the finances were decided. She said that maybe she didn't understand the process, but she felt like a decision was being made before they had all the information.

David Church explained that the developer's representative told him that if they had only 31 lots, they couldn't
 afford to do the development because it wouldn't even cover the cost of taking water and sewer to the 31 lots. That
 was not taking into account any other offsite improvements.

Lon Lott asked what would be the point of holding a public hearing if what was approved by the Council was not feasible. He wondered if the Oberee representatives even wanted it go forward to a public hearing.

Will Jones said the purpose of a public hearing was to gather information from the public about what was important
to them. Was there a reason to revisit the number of 31 lots?

Roger Bennett said that Troy Stout talked to him after the vote and he said 31 was not a hard number. However,

52 Troy Stout was not present at the meeting to say one way or another.

53

54 David Church said that regardless of what was said, the vote was for 31 lots. He reminded the Council that they had 55 asked the developer for his best proposal and that was what Mr. Kroff had delivered.

Paul Kroff said it was difficult to come forward with the best and the final proposal when they did not know what the City was expecting in terms of offsite improvements. He had came forward with a plan for 60 lots, which would cover the cost of the offsite water line, which would be very expensive. Mr. Kroff said the developer was interested in working with the City if there was movement in the number of 31 lots. If there was no movement, there was no use in setting a public hearing and moving forward.

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14

Don Watkins said he was confused. How did they address the offsite improvement costs and the concerns the
 Planning Commission had about roads in terms of both cost and location.

David Church said that if this was like any other subdivision in the City, the applicant would come forward with a
proposal that met the zoning requirement and go through the process. One of the differences in this development
was the offsite road (Grove Drive.) It was not on their property. A subdivision in the City would not be required to
do any improvements on an offsite road.

Paul Kroff said they offered to do a pro rata share of the Grove Drive improvement. If the Council scheduled a public hearing, they could use the intervening time to negotiate details. But if the City was unwilling to allow no more than 31 lots, there was no point in a public hearing. If the City was willing to consider a higher density, they could talk.

Mayor Watkins he would like Mr. Kroff to show him that that it wouldn't pencil out at 31 lots. He wanted to see the figures. He didn't believe they couldn't make money off 31 lots. He said the City had a right to designate a zone on a piece of property and the developer had to meet the zoning.

There was further discussion about what the possible cost might be to bring water and sewer to the development and other offsite improvements. Mayor Watkins pointed out that it was not the responsibility of the City to worry about whether or not the developer made money.

Will Jones reviewed the history of the property known as the Oberee annexation. He said it was actually the City
 who changed and said they would not accept what they had previously allowed.

Kimberly Bryant said it was confusing. Mr. Kroff said that perhaps it would be more clear if the City just assigned a
 zone and they developed a plan according to that zoning.

33

34 Mayor Watkins said the Planning Commission didn't get a chance to make a recommendation on the roads. They

should have been involved in the process. Paul Kroff said the petitioner made a proposal on the roads and the
 Planning Commission included that in their recommendation. Jason Bond read the motion from the Planning
 Commission recommending a maximum of 60 lots.

38

39 Jane Griener said the Planning Commission had wanted to have two more week to study the annexation because

40 they were unclear on whether or not they were supposed to list the improvements that needed to be made. But a

41 motion was made and passed leaving some members of the Planning Commission unsure on what they were sending 42 on.

42 43

Roger Bennett asked if the Oberee annexation could come back to the City if it went to the county and the countydenied it.

46

47 David Church said they could return and submit another petition to annex. He said the City got painted into a corner
 48 on this annexation because of the county time line. The City usually took a long time on annexations and he

sympathized with the Planning Commission for feeling rushed. This was different from other annexations the City

had dealt with in the past because on previous annexations the county was not as amenable to development as they

were on this one. He said the county would probably give the petitioners the density and zoning they desired. The

question for the Council was how much did they care about having this development in the City? The one thing the

53 City had to offer was a better water system, which would probably save the developer time and trouble.

54

55 Paul Kroff said that if the City moved forward to set a public hearing, they could work with the city in the

56 meantime. In response to a question from Kimberly Bryant about the open space, he said all points of the

development agreement would be open to discussion, but if 31 lots was the ceiling, there was no use in going 2 forward. 3

David Church explained that according to Alpine City ordinance, in order to reconsider a motion, it had to be brought back to the table by someone who voted in the affirmative for it.

MOTION: Roger Bennett moved to set a public hearing on the Oberee annexation petition for June 23, 2015. Lon Lot seconded. Ayes: 3 Nays: 0. Lon Lott, Kimberly Bryant, and Roger Bennett voted aye. Will Jones abstained. Motion passed.

**D.** Tentative Budget Discussion

13 Rich Nelson handed out a copy of the updated budget. A new fulltime employee was included in it. He would be 14 meeting with Shane Sorensen to discuss the part-time employee.

#### **PUBLIC HEARING ON THE TENTATIVE BUDGET FOR FY 2015-2016**

MOTION: Kimberly Bryant moved to open the public hearing on the tentative budget. Lon Lott seconded. Ayes: 4 Nays: 0. Kimberly Bryant, Lon Lott, Roger Bennett, Will Jones voted aye. Motion passed.

No public comment was made. The public hearing was closed.

23 MOTION: Will Jones moved to set a public hearing on the final budget for June 9, 2015. Roger Bennett seconded. 24 Ayes: 4 Nays: 0. Will Jones, Roger Bennett, Kimberly Bryant, Lon Lott voted aye. Motion passed. 25

26 E. Ordinance No. 2015-06, Amendments to Section 3.216 (Fencing) of the Alpine City Development 27 Code: Jason Bond explained that the proposed amendment which change the allowed fence height from six feet to 28 eight feet. There had been a lot of requests from residents for eight-foot fences to keep deer from coming into their 29 property and eating their flowers and gardens. There were also requests for higher fences for sport courts and other 30 things. 31

32 In regard to Section 3.21.6.9 which stated that a conditionally approved interior fence could not exceed twelve feet 33 in height and had to be open style, Lon Lott asked about people who wanted netting on an extra tall fence for 34 privacy or for a sunscreen. Would that be permitted? Jason Bond said a fence over eight feet would need a 35 conditional use permit from the Development Review Committee and they would evaluate it at that time.

37 Will Jones said one of his concerns was that all the deer would be driven to the homes that had only six-foot fences. 38 There were areas that didn't allow fencing because they were in a wildlife area. Were they helping the problem or 39 creating more of a problem. Lon Lott said he didn't think the eight-foot fences would change the deer pathway. 40

41 MOTION: Will Jones moved to approve Ordinance No. 2015-06 amending the fence regulations. Kimberly Bryant 42 seconded. Ayes: 4 Nays: Kimberly Bryant, Lon Lott, Roger Bennett, Will Jones voted aye. Motion passed

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#### F. Lot Line Adjustment at 721 W. Lakeview Drive which involves Alpine City property

#### 46 PUBLIC HEARING - Lot line adjustment on 721 W. Lakeview Drive

47 48 Shane Sorensen introduced the issue. He said it was discovered a couple of years ago that when the building lot 49 located at 721 W. Lakeview Drive in Falcon Ridge subdivision was approved, it did not have adequate frontage. He 50 was unsure how it happened. A lot in that zone was supposed to have 90 feet of frontage at the 30-foot setback and it 51 didn't have that. The proposal was to draw a new line and adjust the boundary into the adjoining open space. He said 52 if Lakeview Drive was extended for a future subdivision such as Eagle Pointe, the road would take up a portion of 53 the subdivision. He pointed out that the Falcon Ridge subdivision consisted of approximately 17 acres, but about 13 54 acres was open space. The owners later deeded the City two more parcels so the City actually received 19.69 acres 55 of open space in a subdivision of a little over 17 acres.

56

1 He said there was another consideration regarding the storm drain. There was no easement for the open ditch or the 2 pipe so the City had gone in minimal expense and rechanneled it. If the road was extended, they would have to deal 3 with connecting to the storm drain pipe. 4

5 Mayor Watkins opened the public hearing to public comment.

**MOTION:** Will Jones moved to open the public hearing on the lot line adjustment. Lon Lott seconded. Ayes: 4 8 Nays: 0. Will Jones, Lon Lott, Kimberly Bryant, Roger Bennett voted aye. Motion passed.

10 There was no public comment.

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12 MOTION: Will moved to close the public hearing. Lon Lott seconded the motion Ayes: 4 Nays: 0. Lon Lott, 13 Kimberly Bryant, Roger Bennett voted aye. Motion passed.

15 Shane Sorensen recommended that since the frontage insufficiency was a mistake made by Alpine City, they 16 shouldn't ask for compensation to correct it.

18 Roger Bennett asked if the property owner would have to buy the strip of ground when the road when through? 19

20 Shane Sorensen said there was an easement shown on the recorded plat, and recommended they overlay the 21 easement on the Eagle Pointe plat so it matched the one shown on the Falcon Ridge plat. David Church said that 22 when the developer recorded the plat, they anticipated the road going through. 23

24 Teri Jerman was the agent representing the seller and the buyer of this property. They were concerned that the 25 frontage would not meet the ordinance and a home could not be built. 26

27 Will Jones said Ms. Jerman worked with him so he would recuse himself from the vote.

29 MOTION: Kimberly Bryant moved to approve the 721 W Lakeview Drive lot line adjustment involving Alpine City property as proposed. Lon Lot seconded the motion. Ayes: 3 Nays: 0. Kimberly Bryant, Lon Lott, and Roger 30 31 Bennett all voted aye. Will Jones abstained. Motion passed. Roger Bennett stated that he wanted to make sure it was 32 all legal and it didn't hold up the other subdivision. 33

34 G. Paul Anderson Residence at 255 S. Main - Setback Exception Request: Jason Bond said Paul 35 Anderson wanted to put a pergola over his front driveway and was asking for an exception of 7 feet to the 30-ft front 36 vard setback requirement. It was a residential home with a home occupation but it was in the Gateway Historic 37 District in the Business Commercial zone.

39 Mr. Anderson said he felt the pergola would help dress up Main Street.

41 David Church said the property was in the Gateway Historic District in the Business Commercial zone and the 42 Council had the discretion to grant an exception on setbacks in the Business Commercial zone. 43

44 MOTION: Kimberly Bryant moved to approve the Paul Anderson setback request at 255 S. Main as it was located 45 in the Gateway Historic district and to beautify Main Street. Will Jones seconded. Ayes: 4 Nays: 0. Will Jones, 46 Roger Bennett, Kim Bryant, Lon Lott voted ave. Motion passed.

48 H. Ordinance No. 2015-07 Adopting Article 3.32, Retaining Walls: Jason Bond said the City Engineer, 49 Jed Muhlstein had been working with Alan Taylor, a geotechnical engineer, on drafting an ordinance for retaining 50 walls. The Planning Commission had reviewed the ordinance and made a recommendation to approve it. When a 51 developer came in with plans for a retaining wall, the City would have Alan Taylor review it. The cost of the review 52 would be covered by the developer. 53

54 Shane Sorensen said Draper City charged a flat fee of \$250 for the review of retaining walls. He said he had been 55 asked about the 18 ft walls. He explained that if the walls were terraced up the side of the mountain, a nine-foot wall 1 could be built, then a second nine-foot wall could be built behind the first wall to achieve a maximum height of 18 2 feet. 3

4 Will Jones said there were retaining walls that existed in Alpine that would not meet the ordinance. David Church 5 said that the Code required all retaining walls in excess of four feet to obtain a building permit and be structurally 6 engineered. The problem was, how many walls were out there that didn't have a permit? 7

8 The Council further discussed the design of retaining walls and ramifications of the proposed ordinance, and made a motion to table it until the next meeting. 10

11 MOTION: Kimberly Bryant moved to table Ordinance No. 2015-07 on retaining walls until the next meeting. Will Jones seconded. Ayes: 4 Nays: 0. Kimberly Bryant, Will Jones, Roger Bennett, Lon Lott voted aye. Motion passed. 12 13

I. Box Elder South Water Tank and Sewer Approval Letter: David Church said that when the county 14 approved the Box Elder South subdivision, they included conditions that required water and sewer and street 15 16 improvements to meet Alpine City standards. Patterson was getting close to completing improvements for the Box 17 Elder South subdivision, which had to be done before it was recorded. The County had drafted a letter for Alpine 18 City officials to sign certifying the installation of improvements.

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20 Shane Sorensen said Patterson had deeded to Alpine City the water rights necessary to supply the development. The 21 water system included water lines, which would be maintained by Alpine City. The water tank was constructed but 22 they still needed to build a fence on top of the tank and reseed the area. Patterson was about to make the final 23 payments to the contractors. Once they did that, they could deed the tank to the Alpine City and provide as-builts.

24 25 David Church reminded the Council that Alpine City would end up owning and maintaining the tank and other 26 improvements so they should not sign the letter until they were very sure they were built according to their 27 expectations.

29 Shane Sorensen said everything looked good with the sewer. Some of the sidewalks and laterals were not completed. The emergency road had been constructed and graded. Will Jones questioned the language pertaining to the 30

31 emergency access road. It said it was "complete, operational and conforms to the pertinent regulations including

32 those of Alpine City." He asked what that meant? What were they agreeing to in signing the letter?

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34 Shane Sorensen said there were still some items that needed to be addressed and recommended the letter be on a 35 later agenda. The Council agreed. 36

#### 37 **VI. STAFF REPORTS**

38 39 Shane Sorensen reported that Dana Beck was requesting to shut down a section of Canyon Crest Road so he could 40 stub water and sewer laterals into his lot. He'd like to do it before Questar came through. The Council said it would need to be done in the middle of the night and signs would need to be posted so the neighbors were aware that the 41 42 road would be closed. Lon Lott wondered if the City could pay to put the two or three affected families in a hotel for 43 a couple of nights. Rich Nelson said the City could pay for the hotel and have Dana Beck reimburse the City. 44 Another option would be to wait until Questar was done. Possibly they could close one lane at a time. Shane

- 45 Sorensen said he had invited Dana Beck to a meeting to discuss the options.
- 46

47 Kimberly Bryant asked why Red Robinson's garage wasn't taken down with the rest of the home. Rich Nelson said 48 the homeowner thought the garage was still good and rebuildable.

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- 50 VII. COUNCIL COMMUNICATION: None 51
- 52 VIII. EXECUTIVE SESSION: None held.
- 54 MOTION: Will Jones moved to adjourn. Roger Bennett seconded. Ayes: 4 Nays: 0. Motion passed. 55
- 56 The meeting was adjourned at 9:50 pm.

ALPINE CITY ESCROW BOND RELEASE FOR Final Release	M					BOND HOLDER		
Thru Period Ending: June 5, 20 <sup>-</sup>	15							
Abe's Landing Location: Center Street Original Bond			-					
Item	Quantity L	Inits	Unit Cost	120% Unit Cost	Total Cost	% Completed This Period	% Completed To Date	Total
Sawcut and Remove Asphalt	1 1	S.	\$ 1,100.00	\$1,320.00	\$1,320.00	90%	90%	\$1,188.00
Traffic Control	1 [	S.	\$ 250.00	\$300.00	\$300.00	90%	90%	\$270.00
Connect to Existing Manhole	1 L	S.	\$ 900.00	\$1,080.00	\$1,080.00	90%	90%	\$972.00
Sewer Lateral	120 L	F.	\$ 14.00	\$16.80	\$2,016.00	90%	90%	\$1,814.40
Water Lateral	40 L		\$ 15.00	\$18.00	\$720.00	90%	90%	\$648.00
Water Meter Can/Lid			\$ 675.00	\$810.00	\$1,620.00	90%	90%	\$1,458.00
Hot Tap Water Laterals			\$ 200.00	\$240.00	\$480.00	90%	90%	\$432.00
Asphlat Patch			\$ 4,750.00	\$5,700.00	\$5,700.00	90%	90%	\$5,130.00
Concrete Removal/Repair	1 L	S.	\$ 3,000.00	\$3,600.00	\$3,600.00	90%	90%	\$3,240.00
TOTAL BOND AMOUNT					\$ 16,836.00	Amount R	eleased to Date:	\$15,152.40
** At the discretion of the City, up the released as partial payments						Prev	iously Released: \$	-
at final. The remainder will be h							This Release:	\$15,152.40
Requested by Developer:	Jim Hobbs		·		Date			
	0				Date			
Approved by Alpine City:	Don Watkin	5		9	Date			
	Mayor	1						
(	Shane L. So City Enginee		an, P.E.		6/5/20 Date	15		
	City Council (by Charmay		arnock - City	· Recorder)	Date			

.

#### ALPINE CITY

ESCROW BOND RELEASE FORM Release No. 3

Thru Period Ending: June 5, 2015

#### Heritage Hills Plat C

Location: Heritage Hills Boulevard Original Bond

SWPP (insultion and finitemance)         1         L.S.         0         S         6,750.0         S         8,130.0         12,20.0         0         0,00         0,00         0,00         0         0,00         0         0,00         0         0,00         0         0,00         0         0,00         0         0,00         0         0,00         0         0,00         0         0,00         0         0,00         0         0         0,00         0         0         0,00         0         0         0         0,00         0 <th>Description</th> <th>Quantity</th> <th>Units</th> <th></th> <th></th> <th>Unit Price</th> <th>12</th> <th>0% Unit Cost</th> <th></th> <th>Total Cost</th> <th>% Completed This</th> <th></th> <th></th> <th>Total</th>	Description	Quantity	Units			Unit Price	12	0% Unit Cost		Total Cost	% Completed This			Total
Clering and Crubbing         1         L.S.         0         5         9.39.00         5         9.12.00         5         9.12.00         5         9.14.0400         2.00.75         5         9.579.645         9.579.6450           Resting Wall         8.25         SF         0         5         21.00         5         13.00         5         13.00         2         13.00         5         13.00         5         13.00         5         13.00         5         13.00         5         13.00         5         13.00         5         13.00         5         13.00         5         13.00         5         13.00         5         13.00         5         13.00         5         7.00         6.00.76         5         7.20.00         6.00.76         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00         5         7.20.00<	SWPPP Installation and Maintenance	(127)	1.5	Ø	s	6 775 00	s	8 130.00	s	8 130 00	Period**	To Date**	S	5 528 40
Rangh Grading         1         L.S.         0         2         344,402.00         5         344,402.00         2         344,402.00         2         344,402.00         5         14,402.00         5         14,602.00         2         345,002.00         80,075         5         15,012.00         80,075         5         15,012.00         80,075         5         15,012.00         80,075         5         15,012.00         80,075         5         15,012.00         80,075         5         15,012.00         80,075         5         15,012.00         80,075         5         15,012.00         5         31,000         5         16,000.05         5         7,020.00         80,075         5         7,020.00         80,075         5         7,020.00         80,075         5         7,020.00         5         7,020.00         80,075         5         7,020.00         5         7,020.00         5         7,020.00         80,075         5         7,020.00         5         7,020.00         5         7,020.00         8         7,020.00         8         7,020.00         8         7,020.00         8         7,020.00         8         7,020.00         8         7,020.00         8         7,020.00         8         7,020.0														
Partiang Vali         8.25         SF         0         5         1         1         020775         68.80%         5         100.669.5           8" Sever Main -HDPE         212         L.F.         0         5         3.00         5         3.50         5         7.052.0         80.0%         5         6.15.09.20           8" Sever Main -HDPE         212         L.F.         0         5         3.00         5         3.60         5         7.052.0         80.0%         5         6.15.09.20           Sever Interl -deep on caldesce         5         Ench         0         5         1.00.00         5         7.00.00         80.0%         5         7.20.00           Sever Interl -4" concations         Ench         0         5         3.05.00         5         7.20.00         80.0%         5         7.20.00           Sever Interl -4" concations         1         Ench         0         5         2.20.00         5         2.20.00         5         2.20.00         5         2.20.00         5         3.20.00         5         3.20.00         5         3.20.00         5         3.20.00         5         3.20.00         5         3.20.00         5         3.20.00         5<											22 35%			
P* Seven Main         P45         L.T.         @         S         21.00         S         25.20         S         75.40         80.0%         S         15.019.20           P* Seven Main-deep on culdease         200         L.T.         @         S         32.00         S         38.40         S         7.632.00         80.00%         S         6.005%         S         7.700.00         80.00%         S         7.700.00         80.00%         S         7.720.00         80.00%         S         7.720.00 <td></td> <td>155</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>A DESCRIPTION OF A DESC</td> <td></td> <td></td> <td>Contraction and an and the second statements of the second</td>		155									A DESCRIPTION OF A DESC			Contraction and an and the second statements of the second
P* Sever Main -UPPE         212         L.F.         Ø         5         30.00         S         36.00         S         77.05.20         80.0%         S         0.05.00           Sever Intenl -deep on culdesac         5         Each         Ø         S         1.000.00         S         1.000.00         S         7.000.00         80.0%         S         7.200.00           Sever Intenl -de* "andard         8         Each         Ø         S         1.000.00         S         7.200.00         80.0%         S         7.200.00           Sever Inaturel 4* "andard         8         Each         Ø         S         3.490.00         S         4.740.00         80.0%         S         7.200.00           Sever Main         466         L.F.         Ø         S         2.100         S         2.247.00         S         3.247.00         S         3.660.00         S											20.01770			
B <sup>+</sup> Sever Main-deep on culdeace         203         L.F.         a         32.00         S         38.40         S         7.952.00         80.00%         S         1.250.00           Sever Instande 4**         201         6         Each         00         S         1.950.00         S         3.940.00         S         7.900.00         80.00%         S         7.250.00           Sever Instande 4***         207 deep         1         Each         00         S         2.950.00         S         3.940.00         S         7.940.00         80.00%         S         2.22,720.00           Sever Instande 4***         207 deep         1         Each         00         S         2.22.00         S         2.22.80         S         2.24.70.00         S         9.72.00           Sever Instande 4**         214.10         1         1         0         S         2.20.000         S         3.20.00         S										<i>n</i> :				
Sever Internal -deep on audiesac         5         Each         6         1,500.00         5         1,800.00         5         0,900.00         80,00%         S         7,200.00           Sever namble 48* standard         8         Each         6         5         3,900         5         7,200.00									-					and the second se
Sever Interial         6         Each         0         5         1,000.00         5         1,200.00         5         7,200.00         80,0%         S         7,200.00           Sever Inadials, 4%" -07 deep         1         Each         0         S         3,950.00         S         4,740.00         80,0%         S         2,227.00           Sever Inadials, Actilit, compactin, & testing         Each         0         S         3,950.00         S         4,740.00         S         2,268.00         S         3,268.00         S         3,278.00         S <t< td=""><td>000</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	000													
Sever nambole 4* standard         8         Each         0         5         2,900.00         5         3,480.00         5         2,480.00         5         3,490.00         5         3,490.00         5         3,490.00         5         3,490.00         5         3,490.00         5         4,740.00         5         3,508.80         5         7         7           B* Sever Maina         416         L.F.         @         5         2,100         5         2,52.00         5         4,566.40         80.0%         5         3,566.91.2           Sever Maina         416         L.F.         @         5         2,200.00         5         4,400.00         5         4,400.00         5         4,500.00         5         4,400.00         5         4,500.00         5         4,400.00         5         4,500.00         5         4,400.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00         5         4,500.00 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>														
Sever mathele 48* -20' deep         1         Each         0         5         7,740.00         5         7,740.00         80,0%         5         7,720.00           Sever holding, Second         Leskin         0         1         2,668.0         5         2,668.0         5         2,568.0         80,0%         5         3,722.00         1         2,247.20         Source         80,0%         5         3,762.00         1         2,267.00         5         2,227.00         5         2,227.00         5         2,227.00         5         2,247.20         80,0%         5         3,566.00         5         6,70,00         5         3,566.00         5         6,70,00         5         3,566.00         5         6,72,00         80,0%         5         3,566.00         5         6,72,00         80,0%														
Sever badding, backfill, comparation, & testing         1         Each         ©         5         15,268.80         15,268.80         15,268.80         80,005         5         12,11,21,21           P* Sever Main         486         L.F.         ©         5         12,21,21         6         80,005         5         9,707,76           P* Sever Main         486         L.F.         ©         5         2,200         5         3,660,00         5         1,24,000         5         3,660,00         5         1,24,000         5         3,660,00         5         4,000,05         5         1,660,00         5         3,660,00         5         4,000,05         5         1,221,00         5         3,660,00         5         4,000,05         5         1,230,00           Sever Lancins - 12,213 id (5)         1         Each         ©         5         3,180         5         3,240,00         5         8,005         5         3,000,00         5         3,000,00         5         4,125,00         8         9,005         8,005         8,005         5         3,000,00         5         3,000,00         5         3,000,00         5         3,000,00         5         3,000,00         5         3,000,00														
Streer         S         S         S         Streer           9" Sever Main         182         L.F.         @         \$         21.00         \$         25.20         \$         12.472.00         80.05%         \$         36.60.12           Sever Main         182         L.F.         @         \$         22.000.00         \$         32.60.00         \$         42.702.00         80.05%         \$         33.66.00         \$         67.702.00         80.05%         \$         33.66.00         \$         44.400.00         80.05%         \$         6.72.20.00         \$         80.05%         \$         6.72.20.00         \$         80.05%         \$         6.72.20.00         \$         80.05%         \$         6.72.20.00         \$         80.05%         \$         3.00.00         \$         80.05%         \$         6.72.20.00         \$         80.05%         \$         3.00.00         \$         9.72.00.00         \$         80.05%         \$         3.00.00         \$         9.00.00         \$         9.72.76.00         \$         80.05%         \$         7.42.00         \$         7.72.00.00         \$         9.72.76         \$         0.00.7%         \$         9.72.76.00         \$         7.72.00.00 <td>•</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>·</td> <td></td> <td></td> <td></td> <td></td>	•									·				
P* Sever Main         466         L.F.         @         S         21.00         S         25.20         S         22.472.00         80.00%         S         9.797.76           P* Sever Main         122         LER.         @         S         2.000         S         2.352.00         S         2.352.00         S         2.552.00         S         3.766.00         S         3.766.00         S         3.766.00         S         0.770.76         S'         5.376.00         S         4.740.000         S         4.720.000         S         4		8 <b>8</b> 72	Lach	(U)	3	12,724.00		CONTRACTOR OF CONTRACTOR CONTRACTOR		10,200.00		00.075	3	12,215.04
P* Sever Main         182         L.F.         0         5         21.00         5         25.00         5         4,586.40         80.00%         S         50.001           Sever Indeling, hachfill, compaction, & testing         1         1         6         5         2,200.00         5         14,400.00         5         14,400.00         80.00%         5         1,150.00           Sever Indeling, hachfill, compaction, & testing         1         Each         6         5         4,025.00         5         4,950.00         8         0,00%         80.00%         5         6,912.00           String         1         Each         6         5         3,200.00         5         4,950.00         8         0,00%         80.00%         5         3,900.00           String         1         Each         6         5         3,200.00         5         1,420.00         80.00%         80.00%         5         2,200.00         5         1,220.00         8         0,00%         80.0%         5         2,210.00         3,440.00         80.0%         80.0%         5         1,210.00         3,440.00         80.0%         80.0%         5         1,210.00         3,440.00         80.0%         80.0%		486	ΙF	a	s	21.00				12 247 20		80.0%	c	0 707 76
Sever numble 48* standard         2         Each         0         2         2,0000         5         3,36,00         5         6,720.00         5         7,720.00														
Swerr Laterals-312-316 (s)         I </td <td></td> <td>View / Anderson President of the</td>														View / Anderson President of the
Sever backling, backfill, compaction, & testing         1         Is         6         6,0         S         6,000         S         8,020         S         8,000         80.00%         S         6,422.00           Commet to Existing Water Line         1900         L.F.         0         S         31.80         S         33.00         S         900.00         80.00%         80.00%         80.00%         S         56.003.20           G" DIP Water Line         30         L.F.         0         S         3,200.00         S         3,440.00         S         80.00%         80.00%         S         9,216.00           3/4" Vater Lateral         16         Each         0         S         9,000         S         1,420.00         80.00%         80.00%         S         9,216.00           3/4" Vater Lateral         1         Each         0         S         16,644.80         S         19,973.76         S         19,075.00         S         4,000         0.00%         S          6         7,440.00         0.00%         S           6						,	12							the second se
Connect to Existing Water Line         1         Each         0         5         4,150.00         5         4,950.00         80.09%         80.09%         5         3,960.00           0" DIP Water Line         30         L.F.         0         5         30.00         5         900.00         80.09%         80.09%         80.09%         80.09%         80.09%         80.09%         80.09%         80.09%         5         921.00           0" DIP Water Lanel         3         Each         0         5         30.00         5         11,20.00         80.09%         80.09%         80.09%         80.09%         5         921.00           Alf-Water Lateral         16         Each         0         5         14,000         5         14,997.00         5         19.973.76         80.09%         80.09%         5         15.979.01         5         19.973.76         80.09%         80.09%         5         -         -         -         -         -         -         -         14.950.00         0.09%         5         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -	500 · · · · · ·					1 A A A A A A A A A A A A A A A A A A A								
9" DT Water Line       1900       L.F.       @       S       31.80       S       33.16       S       72.504.00       80.095       80.095       S       53.00.20         0" DTP Water Line       30       L.F.       @       S       25.00       S       30.00       S       30.00       S       90.00       80.095       80.095       S       720.00         3/4" Dtexts       30       L.F.       @       S       320.00       S       3.440.00       S       11.52.00       80.095       80.095       S       720.00       737.01       80.095       80.095       S       740.00       80.095       80.095       S       740.00       <						10		8			80.0%			
G** Dir Water Line       30       L.F.       @       S       250.00       S       900.00       80.0%       80.0%       S       702.00         Fire Hydram with Valve       3       Each       @       S       3,200.00       S       1,140.00       S       1152.000       80.0%       80.0%       S       9,216.00         Alf* Water Lateral       16       Each       @       S       1,644.80       S       18,240.00       S       18,040.00       80.0%       80.0%       S       9,216.00         Alf* Connect to Existing Pressurized Irrigation Water Line       1       L.F.       @       S       1,550.0       S       4,950.00       S       3,360.00       0.00%       S       -         G* Pressurized Irrigation Water Line       16       Each       @       S       14,877.00       S       17,852.40       S       17,852.40       S       1,370.00       0.00%       S       -         G* Pressurized Irrigation Mater Line       16       Each       @       S       2,660.00       S       1,370.00       S       1,370.00       0.00%       S       -         12* Storn Drain Pipe       164       L.F.       @       S       2,600.00       S								1. Contract (1. Co						
Fire Hydrant with Valve       3       Each       0       S       3,200.00       S       1,150.00       80.0%       80.0%       80.0%       S       9,216.00         M* Wate Lateral       16       Each       0       S       16,644.80       S       19,073.76       S       19,973.76       80.0%       80.0%       80.0%       S       14,550.00         Misc-Tees, Valves, Blocks, Lugs, Testing, blow off, etc       1       Each       0       S       16,644.80       S       19,973.76       S       19,973.76      <	509			~	- 22		100							
3/4" Water Lateral       16       Each       00       S       95000       S       1,4000       S       18,240.00       80.0%       80.0%       80.0%       S       14,592.00         Misc-Tees, Valves, Blocks, Lung, Teting, Idvo of Ling       1       L.F.       00       S       4,592.00       S       19,973.76       S       19,973.76       80.0%       80.0%       80.0%       S       15,979.00         6" Pressurized Irrigation Vater Line       400       L.F.       00       S       15,50       S       18,60       S       7,440.00       80.0%       80.0%       S       -         9" Pressurized Irrigation Vater Line       10       L.S.       00       S       17,852.40       S       17,852.40       S       17,852.40       S       17,852.40       S       17,852.40       S       17,852.40       S       13,700.00       0.00%       S       -       -       -       -       10       L.S.       00       S       11,170.00       S       11,370.00       11,370.00       10,370.00       S       11,370.00       11,370.00       10,370.00       S       1,490.00       00.0%       S       -       -       -       2,240.00       S       2,400.00       S </td <td></td> <td>A DESCRIPTION OF A DESC</td> <td></td> <td></td> <td></td>											A DESCRIPTION OF A DESC			
Misc-Tees, Valves, Blocks, Lugs, Testing, blow off, etc.       1       L.F.       @       S       16,644.80       S       19,973.76       S       9,973.76       S0.0%       80.0%       S0.0%       S       15,970.11         Connect to Existing Pressurized Irrigation Vater Line       400       L.F.       @       S       15.05       S       18,60       S       7,40.00       0.0.0%       S											1			
Connect to Existing Pressurezed Irrigation Line         1         Each         @         S         4,125.00         S         4,950.00         0.095         S         -           6" Pressurized Irrigation Water Line         400         L.F.         @         S         15.00         S         18.60         S         7,440.00         0.095         S         -         8           Pressurized Irrigation Water Line         1400         L.F.         @         S         14,877.00         S         17,852.40         S         17,852.40         0.095         S         -         1           1" Pressurized Irrigation Lateral         16         Each         @         S         2,475.00         S         11,370.00         0.095         S         -           12" Storm Drain Pipe         104         L.F.         @         S         2,400.00         S         2,400.00         0.095         S         -         -         2,405.82         0.005         S         -         -         -         -         -         -         -         -         2,405.82         0.095         S         -         -         -         -         -         -         -         -         -         -         -<				~							LANKA C PRESERVER.			
6" Presurized Irrigation Water Line       400       L.F.       @       S       15.50       S       7.440.00       0.03%       S       -         6" Presurized Irrigation Water Line       1400       L.F.       @       S       20.00       S       7.440.00       S       33,600.00       0.03%       S       -         6" Presurized Irrigation Vater, Teck. bocks, etc       1       L.S.       @       S       14,877.00       S       17,852.40       S       33,600.00       0.03%       S       -         Water bedding, backfill, compaction, & testing       1       L.S.       @       S       9,475.00       S       11,370.00       S       22,539.48       0.03%       S       -         12" Storm Drain Pipe       104       L.F.       @       S       2,400.00							5710				00.070			A CONTRACTOR OF A CONTRACTOR O
5" Pressurized Irrigation, Valves, Texb. boxes, blocks, etc       1       L.S.       0       S       14,977.00       S       17,852.40       S       17,852.40       0.00%       S														
Presurized Irrigation, Valves, Tee's, boxes, blocks, etc         I         L.S.         @         S         14,877.00         S         17,852.40         S         17,852.40         O.0%         S         -           1° Presurized Irrigation Lateral         16         Ench         @         S         800.00         S         960.00         S         11,370.00         0.0%         S         -           15' Storm Drain Pipe         830         L.F.         @         S         22,638         S         22,539.48         0.0%         S         -           2' Storm Drain Pipe         104         L.F.         @         S         2,400.00         S         2,405.82         0.0%         S         -           2' diameter manholes         1         Each         @         S         2,000.00         S         2,400.00         S         2,400.00         S         2,400.00         S         2,400.00         S         2,400.00         0.0%         S         -         -         -         -         -         -         S         1,57.50         S         1,45.00         0.00%         S         -         -         -         -         -         -         -         -         -														
I* Pressurized Irrigation Lateral       16       Each       @       \$       800.00       \$       960.00       \$       15,360.00       0.0%       \$       -         Water bedding, backfill, compaction, & testing       1       L.S.       @       \$       9.475.00       \$       11,370.00       \$       11,370.00       0.0%       \$       -       -         15* Storm Drain Pipe       104       L.F.       @       \$       22.63       \$       27.16       \$       22.539.48       0.0%       \$       -	e -													
Water bedding, backfill, compaction, & testing         1         L.S.         @ F         \$         9,475.00         S         11,370.00         S				~										
15" Storm Drain Pipe       830       L.F.       @       S       22,63       S       27,16       S       22,539,48       0.0%       S       -         12" Storm Drain Pipe       104       L.F.       @       S       2,088       S       25,06       S       2,605,82       0.0%       S       -         4" diameter manholes       1       Each       @       S       2,000,00       S       2,400,00       S       2,400,00       0.0%       S       -         4" diameter manholes       1       Each       @       S       2,000,00       S       2,400,00       O.0%       S       -         Dedding Material       500       Each       @       S       2,000,00       S       12,000,00       S       12,000,00       S       43,800,00       O.0%       S       -         Detention basins, Rip Rap, etc.       1       L.S.       @       S       14,57.00       S       3,63,500,00       S       43,800,00       O.0%       S       - </td <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>67 U U</td> <td></td> <td></td> <td></td> <td></td>	-									67 U U				
12" Storm Drain Pipe       104       L.F.       @       \$       20.88       \$       25.06       \$       2,605.82       0.0%       \$														
5' diameter manholes       5       Each       @       S       2,400.00       S       1,400.00       0.0%       S       -         4' diameter manholes       1       Each       @       S       2,000.00       S       2,400.00       S       2,400.00       0.0%       S       -         Bedding Material       500       Each       @       S       10.00       S       12,000.00       S       2,400.00       0.0%       S       -         Curb Inlet boxes       4       Each       @       S       2,500.00       S       13,000.00       S       14,300.00       0.0%       S       -         Detention basins, Rip Rap, etc.       1       L.S.       @       S       1,957.00       S       2,348.40       S       2,348.40       0.0%       S       -         24" Curb and Gutter       3,600       L.F.       @       S       18.50       S       3,720.00       0.0%       S       -         4' Sidewalk with 6" Roadbase       1,100       L.F.       @       S       18.60       S       3,720.00       0.0%       S       -         4' Sidewalk with 6" Roadbase       1,000       L.F.       @       S       375														
4' diameter manholes       1       Each       @       \$       2,000.00       \$       2,400.00       \$       2,400.00       0.0%       \$       -         Bedding Material       500       Each       @       \$       10.00       \$       12.00       \$       6,000.00       0.0%       \$       -         Curb Inlet boxes       4       Each       @       \$       2,500.00       \$       3,000.00       \$       12,000.00       0.0%       \$       -         Detention basins, Rip Rap, etc.       1       L.S.       @       \$       3,600.00       \$       43,800.00       \$       43,800.00       0.0%       \$       -         24" Curb and Gutter       3,600       L.F.       @       \$       14,75       \$       17.70       \$       63,720.00       0.0%       \$       -         4' Sidewalk with 6" Roadbase       2,100       L.F.       @       \$       18,75       \$       22.4750.00       0.0%       \$       -       -         4' Sidewalk with 6" Roadbase       1,100       L.F.       @       \$       18,75       \$       22.50       \$       24,750.00       0.0%       \$       -       -       -       - <td>•</td> <td></td>	•													
Bedding Material         500         Each         @         \$         10.00         \$         12.00         \$         6,000.00         0.09%         \$         -           Curb Inlet boxes         4         Each         @         \$         2,500.00         \$         3,000.00         \$         12,000.00         0.09%         \$         -           Detention basins, Rip Rap, etc.         1         L.S.         @         \$         36,500.00         \$         43,800.00         \$         43,800.00         0.09%         \$         -           Detention basins, Rip Rap, etc.         1         L.S.         @         \$         1,957.00         \$         2,348.40         \$         2,348.40         0.09%         \$         -           24" Curb and Gutter         3,600         L.F.         @         \$         15.50         \$         18.75         \$         27.400         0.09%         \$         -           4" Sidewalk with 6" Roadbase         1,100         L.F.         @         \$         18.75         \$         22.00         \$         24,50.00         \$         24,50.00         \$         21,00.00         0.09%         \$         -           Handi-cap ramps         2		23		~										
Curb Inlet boxes       4       Each       @       \$       2,500.00       \$       3,000.00       \$       12,000.00       0.0%       \$       -         Detention basins, Rip Rap, etc.       1       L.S.       @       \$       36,500.00       \$       43,800.00       \$       43,800.00       0.0%       \$       -         Misc. storm drain material, flared ends, & etc       1       L.S.       @       \$       1,957.00       \$       2,348.40       \$       2,348.40       0.0%       \$       -         24" Curb and Gutter       3,600       L.F.       @       \$       14.75       \$       17.70       \$       63,720.00       0.0%       \$       -         4" Sidewalk with 6" Roadbase       2,000       L.F.       @       \$       18.60       \$       37,200.00       0.0%       \$       -         Curb Inlets       4       Each       @       \$       450.00       \$       540.00       \$       2,160.00       0.0%       \$       -       -         Handi-cap ramps       2       Each       @       \$       875.00       \$       1,080.00       0.0%       \$       -       -       -       -       -       - <td>88</td> <td></td>	88													
Detention basins, Rip Rap, etc.         1         L.S.         @         S         36,500.00         S         43,800.00         S         2,348,40         0.09%         S														
Misc. storm drain material, flared ends, & etc       1       L.S. $\hat{q}$ \$       1,957.00       \$       2,348.40       \$       3,720.00       0,0%       \$       -       -       4       \$       5       1,100       L.F. $\hat{q}_{0}_{0}_{0}_{0}_{0}_{0}_{0}_{0}_{0}_{0$	28 · · · · · · · · · · · · · · · · · · ·	18		~										
24" Curb and Gutter       3,600       L.F.       @       \$       14.75       \$       17.70       \$       63,720.00       0.0%       \$       -         5' Sidewalk with 6" Roadbase       2,000       L.F.       @       \$       15.50       \$       18.60       \$       37,200.00       0.0%       \$       -         4' Sidewalk with 6" Roadbase       1,100       L.F.       @       \$       18.75       \$       22.50       \$       24,750.00       0.0%       \$       -         Curb Inlets       4       Each       @       \$       450.00       \$       540.00       \$       21,60.00       0.0%       \$       -         Handi-cap ramps       2       Each       @       \$       875.00       \$       1,050.00       \$       2,160.00       0.0%       \$       -         Valve Collars; adjust to grade       16       Each       @       \$       375.00       \$       450.00       \$       4,500.00       \$       0.0%       \$       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -		8		-			- 8 -		- 72					
5' Sidewalk with 6" Roadbase       2,000       L.F.       @       \$       15.50       \$       18.60       \$       37,200.00       0.0%       \$       -         4' Sidewalk with 6" Roadbase       1,100       L.F.       @       \$       18.75       \$       22.50       \$       24,750.00       0.0%       \$       -         Curb Inlets       4       Each       @       \$       450.00       \$       540.00       \$       21,60.00       0.0%       \$       -         Handi-cap ramps       2       Each       @       \$       875.00       \$       1,050.00       \$       2,160.00       0.0%       \$       -         Manhole Collars; adjust to grade       16       Each       @       \$       375.00       \$       450.00       \$       4,500.00       \$       0.0%       \$       -         Valve Collars; adjust to grade       10       Each       @       \$       375.00       \$       450.00       \$       4,500.00       \$       4,500.00       \$       4,500.00       \$       0.0%       \$       -       -       -       -       -       -       -       -       -       -       -       -       - <td></td>														
4' Sidewalk with 6" Roadbase       1,100       L.F.       @       \$       18.75       \$       22.50       \$       24,750.00       0.0%       \$       -         Curb Inlets       4       Each       @       \$       450.00       \$       540.00       \$       2,160.00       0.0%       \$       -         Handi-cap ramps       2       Each       @       \$       875.00       \$       1,050.00       \$       2,100.00       0.0%       \$       -         Manhole Collars; adjust to grade       16       Each       @       \$       375.00       \$       450.00       \$       4500.00       \$       4500.00       \$       0.0%       \$       -       -         Valve Collars; adjust to grade       10       Each       @       \$       375.00       \$       450.00       \$       4,500.00       \$       - <td>20</td> <td></td>	20													
Curb Inlets       4       Each       â       \$       450.00       \$       540.00       \$       2,160.00       0.0%       \$       -         Handi-cap ramps       2       Each       â       \$       875.00       \$       1,050.00       \$       2,100.00       0.0%       \$       -         Manhole Collars; adjust to grade       16       Each       â       \$       525.00       \$       630.00       \$       10,080.00       0.0%       \$       -         Valve Collars; adjust to grade       10       Each       â       \$       375.00       \$       450.00       \$       4,500.00       \$       0.0%       \$       -         12" Subbase       70,000       S.F.       â       \$       0.85       \$       1.02       \$       71,400.00       0.0%       \$       -       -         2" Subbase       70,000       S.F.       â       \$       2,000       \$       155,040.00       0.0%       \$       - <td></td> <td>100</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>		100					-							
Handi-cap ramps       2       Each       a       S       875.00       S       1,050.00       S       2,100.00       0.0%       S       -         Manhole Collars; adjust to grade       16       Each       a       S       525.00       S       630.00       S       10,080.00       0.0%       S       -         Valve Collars; adjust to grade       10       Each       a       S       375.00       S       450.00       S       4,500.00       0.0%       S       -         12" Subbase       70,000       S.F.       a       S       0.85       S       1.02       S       71,400.00       0.0%       S       -         2" Subbase       70,000       S.F.       a       S       2.00       S       2.40       S       155,040.00       0.0%       S       -         Clean-up       1       L.S.       a       S       2,500.00       S       4,800.00       S       4,800.00       S       4,800.00       S       4,800.00       S       16,920.00       S       16,920.00       S       12,900.00       0.0%       S       -         Trails       1       L.S.       a       S       1,4100.00       <		35		~			-							
Manhole Collars; adjust to grade       16       Each       @       \$       525.00       \$       630.00       \$       10,080.00       0.0%       \$       -         Valve Collars; adjust to grade       10       Each       @       \$       375.00       \$       450.00       \$       4,500.00       0.0%       \$       -         12" Subbase       70,000       S.F.       @       \$       0.85       \$       1.02       \$       71,400.00       0.0%       \$       -         3" Asphalt, 8" Roadbase       64,600       S.F.       @       \$       2.00       \$       2.40       \$       155,040.00       0.0%       \$       -         Clean-up       1       L.S.       @       \$       4,000.00       \$       4,800.00       \$       4,800.00       \$       4,800.00       \$       4,800.00       \$       4,800.00       \$       4,800.00       \$       0.0%       \$       -       -         Street Lights       4       Each       @       \$       2,500.00       \$       16,920.00       \$       16,920.00       \$       16,920.00       \$       1,380,967.46       Amount Released to date       \$       592,675.82				~										
Valve Collars; adjust to grade         10         Each         @         \$         375.00         \$         450.00         \$         4,500.00         0.0%         \$         -           12" Subbase         70,000         S.F.         @         \$         0.85         \$         1.02         \$         71,400.00         0.0%         \$         -           3" Asphalt, 8" Roadbase         64,600         S.F.         @         \$         2.00         \$         2.40         \$         155,040.00         0.0%         \$         -           2" Asphalt, 8" Roadbase         64,600         S.F.         @         \$         2.00         \$         2.40         \$         155,040.00         0.0%         \$         -           Clean-up         1         L.S.         @         \$         4,000.00         \$         4,800.00         \$         4,800.00         \$         4,800.00         \$         16,920.00         \$         16,920.00         \$         16,920.00         \$         1,380,967.46         Amount Released to date         \$         592,675.82           TOTAL BOND AMOUNT         \$         208,203.81         \$         208,203.81         \$         592,675.82         \$														
12" Subbase       70,000       S.F.       @       \$       0.85       \$       1.02       \$       71,400.00       0.0%       \$       -         3" Asphalt, 8" Roadbase       64,600       S.F.       @       \$       2.00       \$       2.40       \$       155,040.00       0.0%       \$       -         2" Asphalt, 8" Roadbase       64,600       S.F.       @       \$       2.00       \$       2.40       \$       155,040.00       0.0%       \$       -         Clean-up       1       L.S.       @       \$       4,000.00       \$       4,800.00       \$       4,800.00       \$       4,800.00       \$       4,800.00       \$       12,000.00       \$       0.0%       \$       -       -         Trails       1       L.S.       @       \$       14,100.00       \$       16,920.00       \$       16,920.00       \$       0.0%       \$       -       -       -       -       -       -       -       -       -       -       5       1,380,967.46       -       -       -       5       592,675.82       -       -       592,675.82       -       -       -       592,675.82       -       -														
3" Asphalt, 8" Roadbase       64,600       S.F.       @       S       2.00       S       2.40       S       155,040.00       0.0%       S       -         Clean-up       1       L.S.       @       S       4,000.00       S       4,800.00       S       4,800.00       S       4,800.00       S       4,800.00       S       12,000.00       S       -				~			1.2			2. A. (* 1999) A. (* 1997)				
Clean-up         I         L.S.         @         \$         4,000.00         \$         4,800.00         \$         12,000.00         \$         12,000.00         \$         12,000.00         \$         16,920.00         \$         16,920.00         \$         16,920.00         \$         16,920.00         \$         1,380,967.46         Amount Released to date         \$         592,675.82         \$         208,203.81         Amount Released to date         \$         592,675.82         \$         208,203.81         \$         Amount Released to date         \$         592,675.82         \$         \$         \$         \$         \$         \$         \$         \$         \$         \$         \$         \$         \$         <		100 million - Statistica - Stat												
Street Lights         4         Each         0         \$         2,500.00         \$         3,000.00         \$         12,000.00         \$         0.0%         \$         -           Trails         1         L.S.         0         14,100.00         \$         16,920.00         \$         16,920.00         \$         0.0%         \$         -	• • • • • • • • • • • • • • • • • • • •	2000 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0									and the second second			
Trails         I         L.S.         @         \$         16,920.00         \$         16,920.00         \$         0.0%         \$         \$         5         5         5         5         5         5         5         5         5         5         5         5         6         5         5         5         5         5         5         5         5         5         5         5         5         5         5         5         5         5         2         8         1	•	2		~										
TOTAL BOND AMOUNT       \$ 1,380,967.46       Amount Released to date       \$ 592,675.82         Release No. 1 (paper release)       \$ 208,203.81														
Release No. 1 (paper release) \$ 208,203.81			L.3.	(iii)	3	14,100.00	3	10,920.00			And the second		100	
											Amount	released to date	3	592,075.82
1 11 12 10 10 12 United States											D	iourly Dalancad	c	384 477 01
	I OTAL BOND REVOIRED								3	1,172,703.03	Fiev	iously released:	3	304,472.01

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

Requested by Developer:

Approved by Alpine City:

Downing Akin

Don Watkins Mayor De Shane L. Sorensen, P.E. City Engineer, Public Works Director

City Council

(by Charmayne Warnock - City Recorder)

**BOND HOLDER** 

Date

Date 5 20 Date

Date

This Release: S

208,203.81

#### ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Public Hearing on Final City Budget

FOR CONSIDERATION ON: 9 June 2015

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

**ACTION REQUESTED BY PETITIONER:** To listen to any public comments that way be brought forth from the public regarding the proposed budget.

**INFORMATION:** The Alpine City Final 2015-2016 Budget is attached is attached.

**RECOMMENDED ACTION:** That the City Council hold a public hearing on the City's FY 2015-2016 Budget.

#### ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance No. 2015-08 – Adopting the Final Alpine City Budget, Fiscal Year 2015-2016.

FOR CONSIDERATION ON: 9 June 2015

PETITIONER: Rich Nelson, City Administrator, and Alice Winberg, City Finance Officer

ACTION REQUESTED BY PETITIONER: That the City Council adopt the Alpine City Budget for Fiscal Year 2015-2016.

**INFORMATION:** This budget has been discussed by the Council for a number of months and there have been 4 public hearings on this budget. Attached is a copy of the proposed Final Alpine City Budget, Fiscal Year 2015-2016. Also attached is a copy of Ordinance 2015-08.

**RECOMMENDED ACTION:** That the Council make any changes they deem needed to the City Budget and adopt Ordinance No.2015-08 – An Ordinance Enacting and Administrating the Alpine City Fiscal Year 2015-2016 Annual Budget.

### ORDINANCE NO. 2015-08

### AN ORDINANCE ENACTING AND ADMINISTERING THE ALPINE CITY FISCAL YEAR 2015-16 ANNUAL BUDGET

**WHEREAS**, it is deemed desirable and in the best interest of the City of Alpine, Utah to adopt the annual budget for the operations, debt amortization, and capital outlay of the City.

### NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ALPINE DO ADOPT AND ORDAIN AS FOLLOWS:

### ARTICLE 1 DEFINITIONS

SECTION 1. "BUDGET YEAR" means the 2015 -2016 fiscal year for which this budget is made.

SECTION 2. "FISCAL YEAR" means that year which begins on the first day of July, 2015, and ends on the last day of June, 2016.

### ARTICLE II BUDGET ESTABLISHES APPROPRIATIONS

SECTION 1. APPROPRIATIONS.

From the effective date of the budget as outlined in the attached Exhibit "A", the several amounts stated therein as proposed expenditures, shall address the several objects and purposes therein named.

### SECTION 2. ANTICIPATED REVENUES.

The amended anticipated revenues shall include revenue from all sources, including grants and loans and shall be classified in accordance with the chart of accounts of the municipality.

SECTION 3. FUND BALANCE.

The fund balance shall be available for emergency appropriation by the City Council.

# SECTION 4. ANTICIPATED SURPLUS FROM MUNICIPAL UTILITY OR ENTERPRISE FUNDS.

The anticipated revenue and proposed expenditures of each utility or other public service enterprise owned or operated by the city is stated in a separate section of the budget (See attached Exhibit A); and as to each such utility, an anticipated surplus, if legally available for general purposes and to the extent such surplus is to be used to support budget operation, is stated as an item of revenue in the budget.

#### ARTICLE III ADMINISTRATION OF BUDGET, FINANCIAL CONTROL

SECTION 1. APPROVAL OF EXPENDITURES.

The City Administrator shall be the Finances Director and have charge of the administration of the financial affairs of the city and to that end shall supervise and be responsible for the disbursement of all monies and have control over all expenditures to insure that appropriations are not exceeded. He shall exercise financial budgetary control over each office, department and agency and shall cause separate accounts to be kept for the items of appropriation contained in the budget.

### ARTICLE IV SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application of the ordinance which can be given effect without the invalid provision or applications; and to this end the provisions of the ordinance are severable.

### ARTICLE V ADOPTION & EFFECTIVE DATE

This Ordinance is hereby adopted the 9th day of June 2015 and shall be effective for the Fiscal Year 2015 -2016.

Don Watkins, Mayor

ATTEST:

Charmayne G. Warnock City Recorder



#### Appendix A - FY'16 Street Maintenance nate

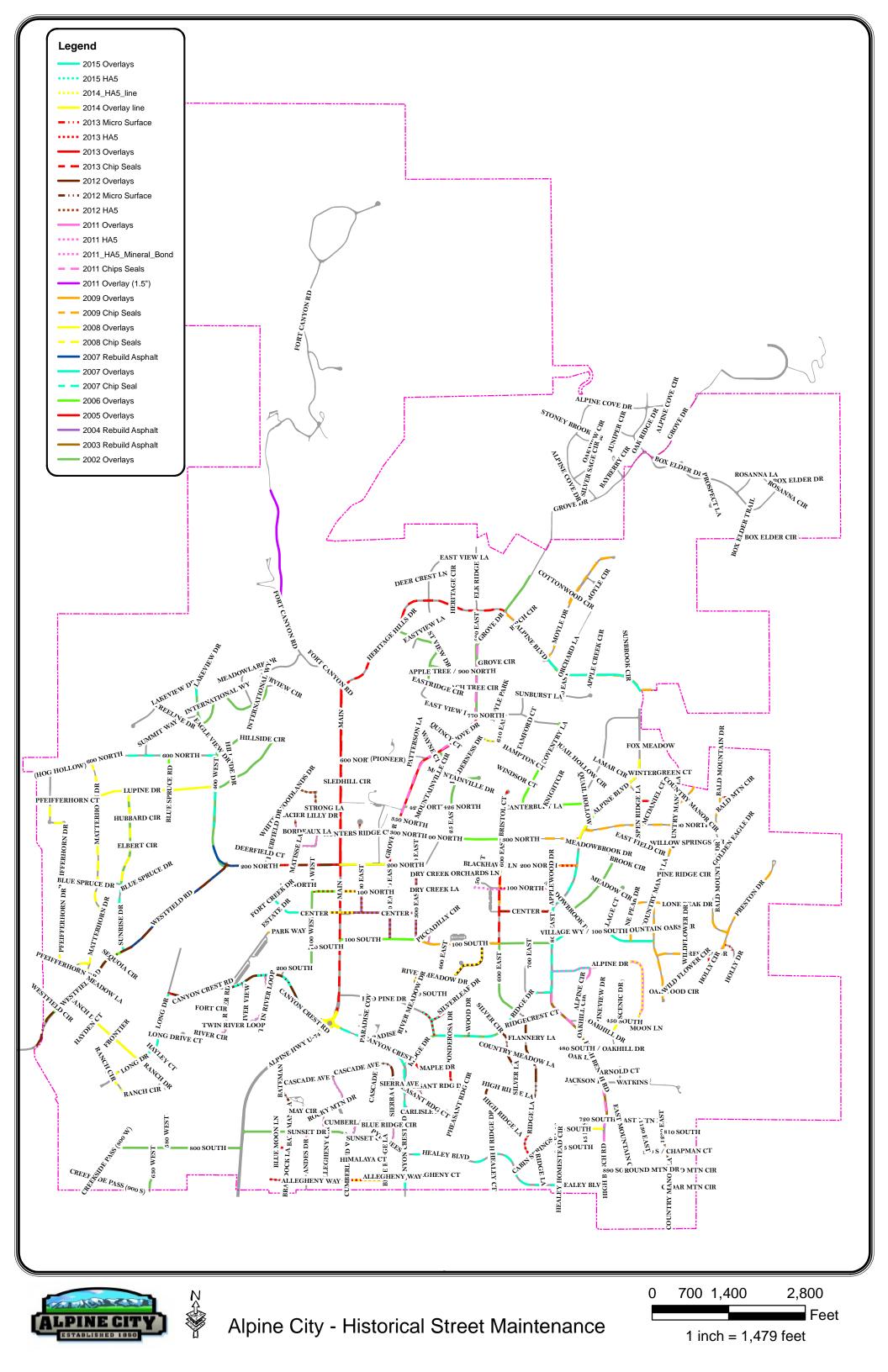
Preliminary Cost Estin	n
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Chip Seals									
Street	Start	End	Maintenance Type	Width (feet)	Length (feet)	Area (s.f.)	Unit Cost	Units	Total Cost
Alpine Drive	800 East		Chip Seal			21,660	\$ 0.26	S.F	\$ 5,631.60
Totals						21,660			\$ 5,631.60

Overlays									
Street	Start	End	Maintenance Type	Width	Length	Area	Unit Cost	Units	Total Cost
				(feet)	(feet)	(s.f.)			
Center Street	100 West	Fort Creek Drive	1.5" Overlay			25,223	\$ 1.05	S.F	\$ 26,484.15
Fort Creek Drive	100 West	End	1.5" Overlay			37,639	\$ 1.50	S.F	\$ 56,458.50
Estate Drive	Center Street	End	1.5" Overlay			10,687	\$ 1.05	S.F	\$ 11,221.35
Alpine Boulevard	Country Manor Lane	Dry Creek	2" Overlay			97,020	\$ 1.05	S.F	\$ 101,871.00
Alpine Boulevard	Dry Creek	Grove Drive	2" Overlay			29,064	\$ 1.05	S.F	\$ 30,517.20
Lane Levelling (1" on A	pine Blvd.)		Lane Levelling			647	\$ 76.00	Ton	\$ 49,156.80
Totals						200,280			\$ 275,709.00

HA5 Mineral Bond									
Street	Start	End	Maintenance Type	Width	Length	Area	Unit Cost	Units	Total Cost
				(feet)	(feet)	(s.f.)			
Alpine Drive	800 East	Alpine Circle	HA5			21,660	\$ 0.18	S.F	\$ 3,898.80
Silverleaf Drive	Red Pine Drive	End	HA5			32,710	\$ 0.18	S.F	\$ 5,887.80
Red Pine Drive	River Meadows Subd.	Ridge Drive	HA5			13,980	\$ 0.18	S.F	\$ 2,516.40
Ponderosa Drive	Silverleaf Drive	Ridge Drive	HA5			15,100	\$ 0.18	S.F	\$ 2,718.00
Wood Drive	Silverleaf Drive	Ridge Drive	HA5			23,763	\$ 0.18	S.F	\$ 4,277.34
Maple Drive	Ridge Drive	Ponderosa Drive	HA5			21,692	\$ 0.18	S.F	\$ 3,904.56
610 East	770 North	End	HA5			13,200	\$ 0.18	S.F	\$ 2,376.00
Totals						142,105			\$ 25,578.90
Crack Sealing									
Street	Start	End	Maintenance Type	Width	Length	Area	Unit Cost	Units	Total Cost
				(feet)	(feet)	(s.f.)			
City Wide - Various									
Streets			Crack Sealing						\$ 20,000.00
Totals						-			\$ 20,000.00
Striping									\$ 10,500.00
Thermo Tape									\$ 5,000.00
Trip Hazard Removal									\$ 10,000.00

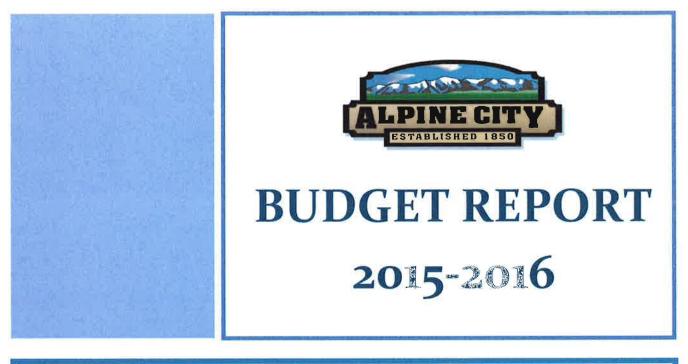
Grand Total \$ 352,419.50



#### Alpine City - Equipment Replacement Schedule April 2015

Equipment	Vehicle No.	Year	Make	Model	Driver	Current Age (years)	Life Span (years)	Difference (years)	Year to Replace	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-2
Bobtail 1	Truck No. 2	1990	International	4900 4x2	Wood Chip	25	15	-10	2005									
Bobtail 2	Truck No. 6	2002	International	7400 4x2	Cal	13	15	2	2017			\$ 123,000						
Bobtail 3	Truck No. 8	2006	International	7400 4x2	Greg	9	15	6	2021							\$ 123,000		
Bobtail 4	Truck No. 1	2009	International	7400 SBA 4x2	Jaden/Travis	6	15	9	2024									
Bobtail 5	Truck No. 9	2014	International	7400 4x2	Landon	1	15	14	2029	\$ 123,000								
Pickup 1		2000	GMC	1500		15	7	-8	2007									
Pickup 2		2008	GMC	2500	Landon	7	7	0	2015			\$ 22,000						
Pickup 3		2010	Ford	F150	Jed	5	7	2	2017						\$ 22,000			
Pickup 4		2011	Ford	F150	Greg	4	7	3	2018					\$ 22,000				
Pickup 5		2013	Ford	F150	Shane	2	5	3	2018				\$ 28,000					
Pickup 6		2004	GMC		Parks	11												
Pickup 7		2005	GMC		Cal	10												
Crew Truck		2008	GMC	3500		7	7	0	2015		\$ 50,000							
Street Sweeper	Truck No. 7	2005	Freightliner			10	15	5	2020						\$ 250,000			
Backhoe (Lease)			CAT	420E						\$ 8,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7
Mini-Excavator (Lease)		2014	CAT	303.5E		1					\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,
Loader		2001	John Deere	444H		14	20	6	2021									
Vac Trailer		2004				11	15	4	2019					\$ 35,000				
Crack Sealer		2007	Cimline	230 Magma		8	15	7	2022									
Laydown Machine		2009	LeeBoy	1000F		6	20	14	2029									
Tack Spreader		2009	LeeBoy			6	15	9	2024									
Roller		1997	Ingersoll Rand	00-24		18	20	2	2017			\$ 22,000						
Tractor (large)		2010	Kubota	MV5100		5	15	10	2025									
Tractor (small)		2001	Kubota	B2910		14	20	6	2021							\$ 20,000		
Park Maintenance Vehicle 1		2010	Kubota	RTV1100		5	7	2	2017			\$ 20,000						
Park Maintenance Vehicle 2		2013	Kubota	RTV1100		2	7	5	2020						\$ 20,000			
John Deere Mower		2013	John Deere			2	10	8	2023									\$ 8
Small Lawn Mower 1		2006	Grasshopper	722D		9	6	-3	2012									
Small Lawn Mower 2		2007	Grasshopper	722D		8	6	-2	2013									
Small Lawn Mower 3		2008	Grasshopper	722D		7	6	-1	2014		\$ 15,000							
Small Lawn Mower 4		2010	Grasshopper	725D		5	6	1	2016				\$ 15,000					
Large Lawn Mower 1		2005	Jacobsen	9016		10	12	2	2017		\$ 70,000							
Large Lawn Mower 2		2010	Jacobsen	9016		5	12	7	2022								\$ 85,000	
Aerator		2004	Aero-Vator	AE80		11	15	4	2019					\$ 10,000				
Wood Chipper		2006	Vermeer	13C1000XL		9	15	6	2021									
Air Compressor		1993	Ingersoll Rand	185		22	25	3	2018				\$ 20,000					
Brush Mower										\$ 7,500								
Utility Trailer		1995	Big Tex	Big T		20	25	5	2020						\$ 3,500			
Utility Trailer		2004	Big Bubba			11	10	-1	2014									
GPS		2014				1	8	7	2022	\$ 28,000							\$ 28,000	
									Totals	¢ 166 500	¢ 149.000	¢ 200.000	¢ 70 000	¢ 00.000	¢ 208 E00	¢ 156 000	\$ 126,000	\$ 21

22-23	TOTAL
	\$ -
	\$ 123,000
	\$ 123,000
	\$ -
	\$ -
	\$ 22,000
	\$ 22,000
	\$ 22,000
	\$ 50,000
	\$ 250,000
\$ 7,000	\$ 49,000
\$ 6,000	\$ 48,000
	\$ -
	\$ 35,000
	\$ -
	\$ -
	\$ -
	\$ 22,000
	\$ -
	\$ 20,000
	\$ 20,000
\$ 8,000	\$ -
	\$ -
	\$ -
	\$ 15,000
	\$ 15,000
	\$ 70,000
	\$ 85,000
	\$ 10,000
	\$ -
	\$ 20,000
	\$ -
	\$ 3,500
	\$ -
	\$ 28,000
\$ 21,000	\$ 1,115,500





# MAYOR

**Don Watkins** 

# **CITY COUNCIL**

Roger Bennett Kimberly Bryant Will Jones Lon Lott Troy Stout

Final Budget Adopted June 9, 2015



CITY ADMINISTRATOR LETTER OF TRANSMITTAL

June 9, 2015

To the Mayor, City Council and Residents of Alpine City:

Pursuant to §10-6-109, Utah Code annotated, the following budgets have been prepared for the Alpine City Municipal Corporation: Fiscal Year 2015 Adopted Budget and Fiscal Year 2016 Proposed Budget. These budgets have been prepared using budgetary practices and techniques recommended by the Governmental Accounting Standards Board (GASB) and the Governmental Finance Officers Association (GFOA). As required by Utah State law, the proposed budget is balanced.

The proposed budget presented herein has been compiled with goals and objectives outlined by the City Council during its budget work sessions as guiding principles.

In preparing this budget, City staff began with base budget levels set as part of the Fiscal Year 2015 Adopted Budget approved by the Council in June of 2014. Proposed changes to these approved budget levels were developed on direction from the City Council.

It is anticipated that the proposed budget will allow City staff to carry out the Council's goals without a decrease in level of service. City staff's commitment to administering municipal services and managing capital projects with a high degree of efficiency at a minimum cost to residents and taxpayers affirms that Alpine City is maintaining a sound financial footing now and in the future.

This recommended Fiscal Year 2016 budget is presented for your review and action.

Sincerely,

Rich Nelson City Administrator Alpine City Municipal Corporation

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#### 2015-2016 CITY ADMINISTRATOR'S MESSAGE

Dear Residents of Alpine,

Each year in my budget message I try to both inform and explain why Alpine does what it does and is what it is. Alpine is both a great city and a unique city.

It was a good year for Alpine on all major fronts. We had two great highlights:

- No fires or floods.
- We completed major work on making Alpine safe if heavy rains try to cause flooding. The City Engineer/Public Works Director Shane Sorensen was able to leverage an initial federal investment of \$200,000 into \$1,200,000. You can do a lot with an extra \$1,000,000 and we did. (By the way, Alpine was the only city to be able to do this thanks to Shane.) This means we can handle a 25 year storm. If we get a 100 year storm we will be in trouble.

Alpine could be considered the mother lode of small towns. With the kind of people who live in Alpine and the natural beauty surrounding Alpine we should all be grateful for the staggering advantages of living in this city.

Alpine is unique in that it wants to be good at what it does and does not want to do everything most cities want to do. Our appetite as a city for doing what we are good at and not doing the things we are not good at enables us to outperform other cities.

So what is Alpine's competitive advantage? It is built around three things:

<u>The people</u>. We have great people working for the city. Shane Sorensen is the City's Engineer and Public Works Director. He treats Alpine like he owns it. He is assisted in Engineering by Jed Muhlestein, who not only is an excellent engineer but has a techie-geek side that has proven invaluable. On the public works side we are led by Landon Wallace, Greg Kmetzch and Cal Christensen. Landon runs the streets, Greg runs the water and Cal is in charge of the parks and cemetery. They are great guys who are hard workers and who can fix anything. We already had Andy Hansen and Jaden Gull; we stole Travis Austin from Cedar Hills and added Carson Vance. They are good workers who show up to work.

On the administrative side we have a great young planner in Jason Bond, a wonderful financial director in Alice Winberg, a good recorder in Charmayne Warnock and two talented front office people in Annette Scott and Marla Fox.

Unfortunately for them they have to put up with me. Alpine is a great place to work. I feel like dancing on the table top everyday as I come to work. These are all marvelous people to work with. When I hire a new person, the first question I ask myself is, "Will this person provide exceptional customer service?" If the answer is yes, then I look at skill levels. I had learned through sad experience that you cannot teach a desire to provide exceptional customer service.

Mel Blanchard, one of my best friends, has a favorite quote that says "You bring your own attitude." This is so true.

<u>Self-Funding</u>. Since 1965 the purchasing power of the dollar has declined a staggering 87%. That decrease means that it now takes \$1 to buy what could be bought for 13 cents in 1965 (as measured by the Consumer Price Index). This also means that it gets more expensive each year to replace aging infrastructure that was put in when costs were cheap. Most cities have not invested

in their infrastructure the way they should have. Now they are faced with two options to keep up: 1. Bring in economic development to generate more sales tax. Not a bad plan but it takes money and time to bring this in and the city ends up playing catch up. 2. Borrow or increase taxes to get the additional funds. As you know, you cannot borrow your way to prosperity and increasing taxes is usually not very popular.

Alpine's Mayor and City Council have been very smart in their approach to funding infrastructure. They have always used the streets' funds they received from the State for street maintenance. They have not used it for staffing or equipment leases or vehicle purchases. This allows a constant stream of funds to go into street maintenance. They have also built up reserves (fund balances) for what are called enterprise funds. The enterprise funds consist of culinary water, pressurized irrigation water, sewer and storm drain. Not only have they built up reserves but they set up dollar goals for those fund balances. Now that the goals have been achieved they can start investing surplus funds back into the infrastructure. This means that Alpine is self-funding the maintenance of its infrastructure without borrowing or raising taxes. It is a smart way to go.

Now we might have to borrow for one thing. With the lack of water facing towns, eventually Alpine is going to be faced with metering culinary and pressurized irrigation water usage. That will take considerable funding. The debate will be whether to borrow or whether to take the funds out of the water and PI fund balances.

<u>Being good at what we do</u>. Most cities try to be good at everything. They want to do what the next city is doing but they want to do more of it. Alpine has never bought into the myth that you have to do something because others are doing it or because others think that you should do it. Many organizations make their living off of telling cities how they should behave. We don't buy into that.

Our desire is to do what we do well. Alpine has good infrastructure and we spend to keep it that way. The other things we try to do well are parks and trails. Creekside Park is one of the nicest family parks in the state. The City has invested in Burgess Park to put in new tennis courts, to put in 4 pickelball courts and to upgrade the restrooms and ball fields.

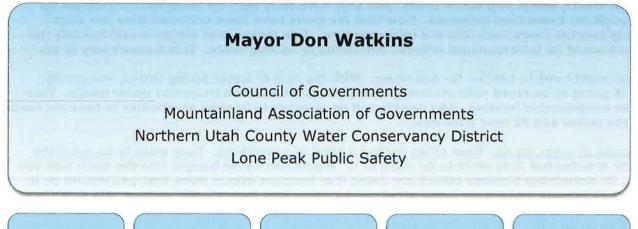
The City's approach to recreation is to let the leagues manage themselves. The City provides the fields, the leagues manage the programs. This includes soccer, baseball, rugby, football and lacrosse. By the leagues working together and the programs self-funding themselves, the City has been able to not hire a recreation director. Marla Fox does a great job working with the programs to enable them to manage themselves. The City's approach allows us to invest in fields, not in operations.

Trails are self managing programs. If people use the trails they stay in good shape. If a trail is not popular it doesn't get used and it does not stay maintained. The same with Lambert Park, which is a user managed park. The users keep it up and maintain it, along with Eagle Scout projects. This has worked amazingly well. People with a vested interest in a park show respect for the park. Lambert Park is a great asset to the City.

Alpine City possesses: (1) an excellent infrastructure for delivering water, sewer, pressurized irrigation, storm water, parks, trails and street maintenance; (2) a cadre of outstanding managers and employees who are devoted to Alpine City and to excellence; (3) a financial capacity to maintain infrastructure investments and to make new investments without borrowing or raising taxes; (4) status as a first-choice place to live among people looking for a small town feel with excellent services; and (5) a distinctive attitude toward what services a city should provide and what services a city should not provide.

These strengths provide Alpine with a wonderful foundation on which to build.

### MAYOR AND CITY COUNCIL





#### **BUDGET DEVELOPMENT PROCESS**



### **MAJOR SECTORS OF CITY OPERATIONS**

Alpine City operates on a fiscal year that begins July 1st and ends June 30th. The budget for the current fiscal year became effective July 1, 2014.

The City operates under two different types of structures, Governmental Activities and Enterprise Activities. Each has different funding characteristics and accounting requirements. Combining them together would impede operational analysis. Therefore, we will present them as two different funds with sub-activities listed under each.

### > Governmental Activities

These are services the government provides to the general public. Normally, there is no direct relationship between how much an individual taxpayer pays and the quality of goods provided, everyone is entitled to the same services (i.e. parks, police and fire, streets). There are some "fee" based services among governmental activities but most services are funded through taxes. Governmental Activities are broken down into the following funds:

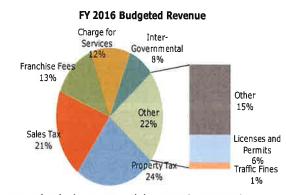
The **General Fund** is considered the chief operating fund of the City. This fund accounts for all financial resources of general government, except for the Capital Improvement Fund and the Enterprise Funds. The General Fund receives revenue from property tax, sales tax, building fees and permits, charge for services, and other fees.

The General Fund provides administrative services, executive services (Mayor and City Council), public safety and courts, streets, cemetery, parks, and waste management services.

The **Impact Fee Fund** is used for a specific



purpose. Fees are collected at time of building or development and are used to improve or install services that



services that are needed due to additional growth.

The **Capital Improvement Fund** is used to acquire, construct, and improve major capital facilities, other than those financed by Enterprise Funds or bonds. This fund makes up only 1% of the City's budgeted expenses in FY 2015. These projects are funded with Impact Fees, transfers from the General Fund, and bond proceeds when necessary.

The purchase of new equipment, improvements to existing infrastructure, and construction of new facilities are funded through the Capital Improvement Fund.

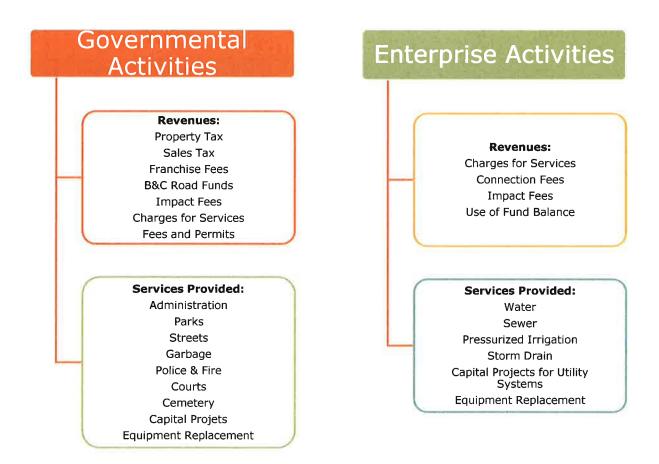
### > Enterprise Activities

The **Enterprise Activities** include those activities that operate similar to a private business. Charges for services should be adequate to cover all of the costs for that service and provide enough surplus to fund later capital projects. The fees charged are based on the quantity and quality of the service provided to each user. Each service is accounted for in its own enterprise fund. These funds include:



- ✓ Water Fund
- ✓ Sewer Fund
- ✓ Pressure Irrigation Fund
- ✓ Storm Drain Fund

The major sources of revenue for all of the Enterprise Funds are charges for services, connection fees and the use of fund balances. Enterprise funds also collect impact fees for services that need or will need to be installed due to new growth.



### FISCAL YEAR 2016 CONSOLIDATED BUDGET

	2013-14 Actual	Ad	2014-15 opted Budget	Proj	2015-16 ected Budget
Taxes	\$ 2,951,293	\$	2,704,494	\$	2,771,244
Licenses & Permits	\$ 419,360	\$	221,000	\$	266,000
Inter-Governmental	\$ 1,790,543	\$	356,800	\$	360,000
Charges for Service	\$ 3,212,430	\$	3,154,422	\$	3,341,601
Impact Fees	\$ 734,762	\$	159,000	\$	160,000
Other	\$ 921,183	\$	310,000	\$	435,400
Transfer In & Use of Fund Balance	\$ (544,238)	\$	1,171,513	\$	1,308,332
Total Revenues	\$ 9,485,333	\$	8,077,229	\$	8,642,577
Personnel	\$ 1,424,706	\$	1,425,172	\$	1,610,880
Operations	\$ 3,652,420	\$	2,794,141	\$	2,760,721
Public Safety	\$ 1,717,560	\$	1,779,587	\$	1,803,714
Other Contracted Services	\$ 234,393	\$	449,430	\$	593,369
Capital Projects	\$ 77,204	\$	1,162,105	\$	1,407,000
Debt Expenditures	\$ 100,436	\$	466,794	\$	466,893
Transfers Out	\$ 1,139,307	\$		\$	
Total Expenditures	\$ 8,346,026	\$	8,077,229	\$	8,642,577

The chart below summarizes the FY2016 budget for Alpine City.

The FY 2015-2016 total budget reflects an increase of 7.00% (\$565,348). The notable changes to the budget are as follows:

General Fund Revenue

- Sales Tax Revenue and Franchise Fees have consistently risen over the last few years. We are confident they will remain elevated as indicated in the budget.
- Increased building permit fees due to increased building permits.
- Fines and Forfeitures will remain the same, as indicted.
- Small increase in property tax revenue due to new growth.

Salary adjustments

- 3% salary increase
- 3.5% increase in insurance premium
- 1% increase in retirement benefits
- 1.35% total increase for Public Safety based on hiring a new officer and implementing a debt control plan

Other General Fund Expenses

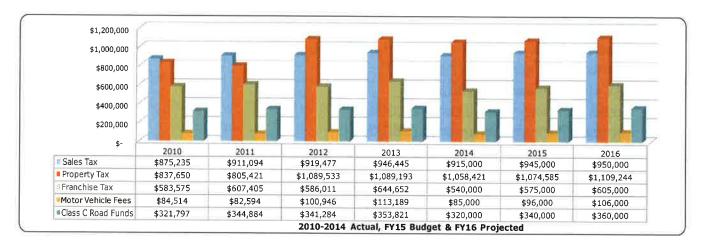
- Increase in Professional Services due to legal actions
- Court fees increased to cover additional court expenses
- Building department fees increase due to the increased amount of building permits anticipated
- Increase in Insurance Premiums
- Increase in budget for 2015 Fall Elections Expense
- Increase in Capital Outlay Building, due to anticipated repairs

Capital Projects

- Road projects continue to maintain our streets per the City Engineer's maintenance schedule (\$400,000)
- City Hall renovation (\$30,000)
- Moyle Park improvements (\$20,000)
- Lambert Park improvements (\$80,000)
- Burgess Park improvements (\$15,000)
- Burgess Park-Bowery Roof (\$20,000)
- Relic Hall improvements (\$20,000)
- Salt Shed and required storm drain project (\$50,000)
- Purchase additional Public Works equipment (\$76,000)

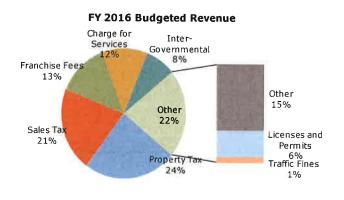
#### **PROJECTED GOVERNMENTAL REVENUES FOR 2016**

The chart below shows the seven year trend for those revenue sources classified as taxes, as well as receipts from state road funds. In total, these five sources comprise 68% of general fund revenue. It is important to maintain balance among major revenue sources as sales tax revenue fluctuates more with the economy than any other revenue source.



This section shows for 2016 the total amount of General Fund revenue the City is projected to receive under its major funding categories. The Property Tax rate will remain level. We have seen an increase in Sales Tax and Franchise Fees over the past few years which is reflected in this year's budget. It is proposed to use a portion of Class C Road Fund Balance to fund road projects in 2016.

RESOURCE	AMOUNT	PERCENT
Property Tax	\$1,109,244	24.22%
Sales Tax	\$950,000	20.74%
Franchise Fees	\$605,000	13.21%
Charge for Services	\$549,488	12.00%
Inter-Governmental	\$360,000	7.86%
Other	\$682,873	14.91%
Licenses and Permits	\$266,000	5.81%
Traffic Fines	\$57,000	1.24%
Total	\$4,579,605	100%



### **PROPERTY TAX**

Taxing Entity	Tax Rate 2014	Tax Rate
Cedar Fort Town	0.001163	
Eagle Mountain	0.001103	0.003500
-		0.003000
Alpine City	0.001611	0.003500
City of Orem	0.001716	0.002500
Highland City	0.001681	0.002000
Lindon City	0.001862	0.001500
Pl Grove City	0.001997	0.001000
Lehi City	0.002172	0.000500
Vineyard Town	0.002816	
Am Fork City	0.002542	
Saratoga Springs	0.002233	Ceder For Town Nome CEN of Oren Lindon CEN Len CEN Len CEN Provo CEN Hoperon CEN Provo CEN Hoperon CEN Provo CEN Hoperon Lindon CEN Provo CEN Hoperon Sales of Ceder His Provo CEN Hoperon
Cedar Hills City	0.002410	cron eno pipil and inter indo and les you hou ages ather prove that
Provo City	0.002775	ede lage c this pr Jine pr arec cede
Mapleton	0.003052	5

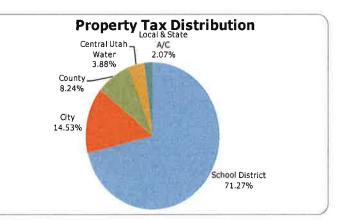
Compared to other cities within Utah County, Alpine currently has a very low overall tax rate.

The Alpine City Council, the Mayor and the Administration understand the importance of wisely adjusting the Certified Tax Rate. Sound practices have resulted in small, incremental changes over time to preserve the service quality expected by Alpine residents. Below is the tax rate for the City and the revenue generated by that tax rate.

Tax Rate	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016				
Tax Nate	0.001029	0.001121	0.001226	0.001870	0.001916	0.001773	0.001773	.001611				
1.2. 1. 1. 1. 1. N	Tax Collected											
	\$ 797,239	\$ 837,650	\$ 805,421	\$ 1,089,533	\$ 1,040,052	\$ 1,100,649	\$ 1,087,494	\$ 1,109,244				
				Ser Section	de la come	and the second second	and the second	a sus lan				

<sup>2015</sup> Budgeted, 2016 Proposed

Property tax is collected by Utah County and is distributed to six different entities. Each entity sets its own tax rate. As shown here the largest taxing entity is the Alpine School District followed by Alpine City. The property tax that Alpine City Collects comprises 24% of the revenue collected in the General Fund.

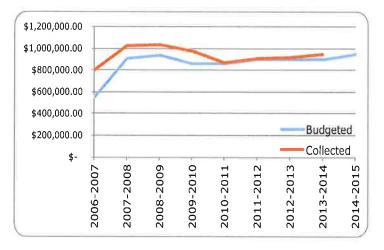


### SALES TAX

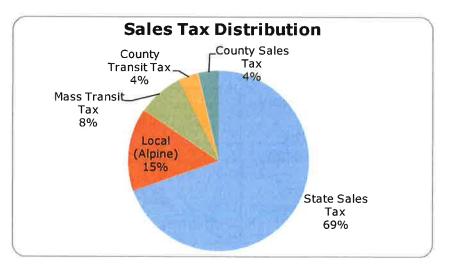
Sales tax is the second largest revenue source for Alpine City, consisting of approximately 21% of the overall general fund revenues.

The table and graph below show how the collected sales tax amounts compare to the budgeted amounts.

	 Budgeted	Collected
2006-2007	\$ 547,315.00	\$ 800,556.07
2007-2008	\$ 913,530.00	\$ 1,027,042.99
2008-2009	\$ 940,687.00	\$ 1,034,718.90
2009-2010	\$ 860,000.00	\$ 980,320.07
2010-2011	\$ 860,000.00	\$ 875,234.85
2011-2012	\$ 896,754.00	\$ 911,094.04
2012-2013	\$ 902,000.00	\$ 919,476.64
2013-2014	\$ 902,000.00	\$ 946,445.00
2014-2015	\$ 945,000.00	



The Combined Sales and Use Tax rate for Alpine is 6.78%. Alpine City only receives a small portion of the sales tax that the State collects. Alpine's portion of sales tax collected is based off of: 1) point of sale taxes collected, and 2) population. Below is a chart showing the distribution of your sales tax.

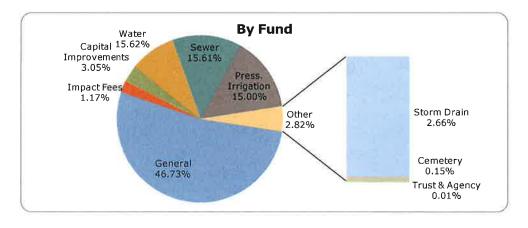


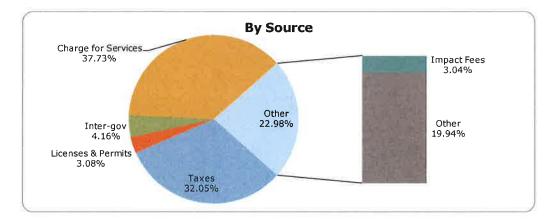
### **PROJECTED TOTAL REVENUES FOR 2016**

FUND	Taxes	Licenses & Permits	Inter-gov	Charge for Services	I	Impact Fees	Other	TOTAL	PERCENT
General	\$ 2,771,244	\$ 266,000	\$ 360,000	\$ 549,488	\$		\$ 620,700	\$ 4,567,432	46.73%
Impact Fees	\$ 1 1 S	\$ 14	\$ 	\$ - 25	\$	193,000	\$ 1,200	\$ 195,000	1.17%
Capital Improvements	\$ 	\$ 	\$ 2	\$ 	\$		\$ 281,000	\$ 281,000	3.05%
Water	\$	\$	\$	\$ 606,480	\$	27,000	\$ 129,133	\$ 762,613	15.62%
Sewer	\$ 5	\$ 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 -	\$ 3	\$ 1,060,206	\$	12,000	\$ 88,427	\$ 1,160,633	15.61%
Press. Irrigation	\$ 3	\$ 5 <b>7</b> 5	\$	\$ 867,000	\$	25,000	\$ 368,249	\$ 1,260,249	15.00%
Storm Drain	\$ 2	\$ 3 <b>e</b> 2	\$	\$ 162,000	\$	6,000	\$ 232,350	\$ 400,350	2.66%
Trust & Agency	\$ 	\$ 74	\$ 	\$ (i)	\$		\$ 800	\$ 800	0.01%
Cemetery	\$ ÷	\$ 	\$ 	\$ 17,000	\$		\$ 2,500	\$ 14,500	0.15%
TOTAL	\$ 2,771,244	\$ 266,000	\$ 360,000	\$ 3,262,174	\$	263,000	\$ 1,724,359	\$ 8,642,577	100.00%

Alpine City receives revenues from a number of different sources. Below shows a projection of what Alpine expects to receive in 2016 from each revenue source.

Revenues can effectively be looked at in two ways. First, which fund generates the revenue, and second, the source (taxes, charges for service, fees, etc.) that generates those revenues. Below you can see the revenues that are generated by each fund and, alternatively, what source produces those revenues.





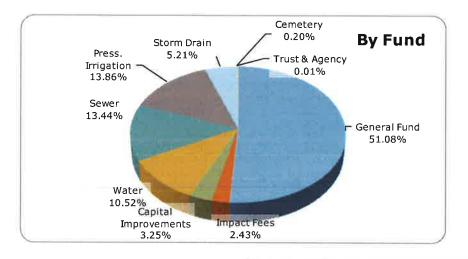
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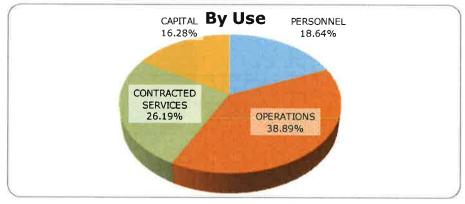
#### **PROJECTED TOTAL EXPENDITURES FOR 2016**

In a municipal budget, revenues must balance with expenditures. Below is listed for each fund how revenues will be expended for each fund.

FUND	PERSONNEL	OPERATIONS	CONTRACTED SERVICES	CAPITAL	TOTAL	PERCEN
General Fund	\$699,451	\$1,009,451	\$2,258,583	\$447,000	\$4,414,485	51.08
Impact Fees		\$65,000		\$145,000	\$210,000	2.43
Capital Improvements		\$0		\$281,000	\$281,000	
Water	\$344,850	\$389,000	\$5,000	\$170,000	\$908,850	
Sewer	\$259,275	\$800,500		\$102,000	\$1,161,775	
Press. Irrigation	\$189,300	\$988,793		\$20,000	\$1,198,093	
Storm Drain	\$117,974	\$107,600		\$225,000	\$450,574	
Trust & Agency		\$800			\$800	0.01
Cemetery				\$17,000	\$17,000	0.20
TOTAL	\$1,610,850	\$3,361,144	\$2,263,583	\$1,407,000	\$8,642,577	100.00

An effective way to look at and compare expenditures, is to analyze expenditures by which fund those expenditures will be made in, and for what use the expenditures will be used for. The charts below show those items.



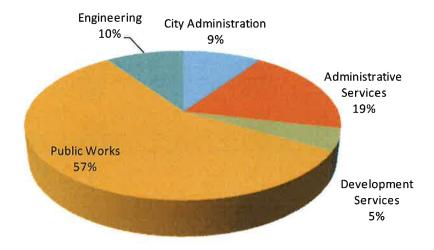


#### PERSONNEL

Alpine City employs 15 full time and 6 part-time employees who perform the day to day operations of the city. The Public Works and Engineering staff also completes many capital projects that benefit the City and saves thousands of dollars by not bidding and contracting out projects.

DEPARTMENT	FULL-TIME	PART-TIME	TOTAL	PERCENT
City Administration	2		2	10%
Administrative Services	3	1	4	19%
Development Services	1		1	5%
Public Works	7	5	12	57%
Engineering	2		2	10%
City Totals	15	6	21	100%

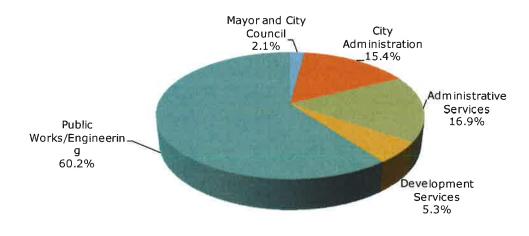
The City's personnel composition can be shown as a pie chart to assist in understanding the make-up of the personnel structure.



### **Personnel Costs by Title**

	10	Budgeted	B	udgeted	i dat	Budgeted	D	epartment	1.2
DEPARTMENT		Salaries	0	vertime		Benefits		Total	PERCENT
Mayor and City Council							\$	33,022	2.0%
Mayor	\$	6 <u>4</u> 6							
City Council	\$	29,900			\$	3,122			
City Administration	1		\$	1,000			\$	242,936	15.1%
City Administrator	\$	114,833			\$	45,180			
CityRecorder	\$	52,916			\$	29,007			
Administrative Services			\$				\$	266,697	16.6%
Finance Director	\$	71,427			\$	25,673			
Building Dept. Clerk	\$	35,350			\$	29,858			
Accounting Clerk	\$	35,350			\$	29,858			
Utility Billing Clerk	\$	30,610			\$	8,572			
Development Services			\$	500			\$	83,796	5.2%
Planning Commission	\$	9,750			\$	995			
City Planner	\$	51,503			\$	21,048			
Public Works/Engineering		8	\$	37,500			\$	948,355	58.9%
PW Director/City Engineer	\$	114,733			\$	50,673			
Assist City Engineer	\$	81,368			\$	42,107			
Public Works Lead 1	\$	66,093			\$	43,000			
Public Works Lead 1	\$	66,093			\$	41,117			
Public Works Maint 1	\$	40,706			\$	31,419			
Public Works Maint 2	\$	32,148			\$	29,042			
Public Works Maint 3	\$	30,900			\$	23,270			
Park/Cem Lead	\$	47,368			\$	33,334			
Park/Cem Maint	\$	32,727			\$	16,157			
PW Admin Assistant	\$ \$	15,600			\$	7,500			
Park/Cem Seasonal	\$	58,000			\$	7,500			0.0%
Contingincy			\$				\$	36,044	2.2%
Unforseen Costs	\$	30,000			\$	6,044			
City Totals	\$	1,047,374	\$	39,000	\$	524,476	\$	1,610,850	100.0%

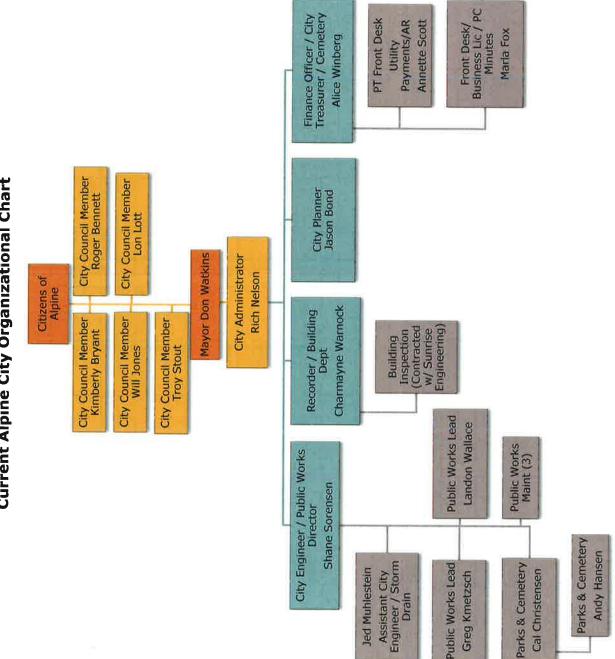
The salary for the Mayor has been taken out of payroll and put into an expense fund in the General Fund under administration.



r Fund
þ
Allocated
Costs
Personnel

Ponstmont	ADM	TREAS	Build Maint Build Dept	Build Dept	PLAN	STREET	PARKS	CEM	GAR	WATER	SEWER	ΡΙ	ST DRAIN
	10-41-00	10-41-00 10-43-11	10-52-12	10-58-11	10-59-00	10-60-00	10-70-00	10-77-00	10-82-11	51-80-11	52-81-11	55-40-11	
Mayor and City Council					0								
Mayor	100%												
City Council	100%												
City Administration													
City Administrator	20%									20%	20%	10%	
City Recorder	100%												
Administrative Services													
Finance Director		20%							20%	30%	20%	10%	-
Accounting Clerk									25%	25%	25%	25%	
Billing Utility Clerk									25%	25%	25%	25%	
Building Dept Clerk	50%			20%						%0			
Development Services													
Planning Comm					100%								
City Planner					100%								
Public Works/ Engineering													
City Engineer/ PW Director					30%					30%	20%	20%	
Assist Engineer						15%				10%	15%	10%	50%
PW Lead						20%			10%	30%	30%	10%	
PW Lead						20%				30%	20%	30%	
PW Maint 1						25%				25%	25%	25%	
PW Maint 2						25%				25%	25%	25%	
PW Maint 3						25%				25%	25%	25%	
Parks/Cem Lead							50%	50%					
Parks/Cem Maint							50%	50%					
PW Admin Assistant					30%					30%	20%	20%	
Parks/Cem PT							50%	50%					

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**Current Alpine City Organizational Chart** 

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# STATEMENT OF INDEBTEDNESS

Alpine City practices sound debt policies to handle indebtedness according to state laws and regulations. Proper debt management promotes the plans and desires of the City.

# **OUTSTANDING DEBT IN ALL FUNDS**

Type & Name of Indebtedness	Issued Amount	Principal Balance June 30, 2015	Fiscal Year 2014-2015 Payments	Fiscal Year Issued	Fiscal Year Completion						
	Revenue Bonds										
PI Revenue	\$5,875,000	\$4,275,000	\$464,774	2011	2025-2026						
Grand Total	\$5,875,000	\$4,275,000	\$464,774								

The City of Alpine has one outstanding bond issue:

1. Pressurized Irrigation Bonds will be paid off in fiscal year 2025-2026.

	Account Title		2013-14 Actual	2014-15 pted Budget	:	2015-16 Budget
Taxes						
10-31-10	CURRENT YEAR GENERAL PROPERTY	\$	1,100,649	\$ 1,087,494	\$	1,109,244
10-31-20	REDEMPTION TAXES	\$	92,191			
10-31-30	GENERAL SALES AND USE TAXES	\$	988,350	\$ 945,000	\$	950,000
10-31-31	MOTOR VEHICLE TAX	\$	107,443	\$ 96,000	\$	106,000
10-31-40	FRANCHISE FEE - CABLE TV & UP&	\$	659,781	\$ 575,000	\$	605,000
10-31-90	PENALTIES & INT. ON DELINQUENT	\$	2,879	\$ 1,000	\$	1,000
Total taxes		\$	2,951,293	\$ 2,704,494	\$	2,771,244
Licenses and						
10-32-10	BUSINESS LICENSES AND PERMITS	\$	25,695	\$ 20,000	\$	20,000
10-32-20	PLAN CHECK FEES	\$	139,334	\$ 75,000	\$	95,000
10-32-21	BUILDING PERMITS	\$	251,834	\$ 125,000	\$	150,000
10-32-22	BUILDING PERMIT ASSESSMENT	\$	2,497	\$ 1,000	\$	1,000
	ses and Permits	\$	419,360	\$ 221,000	\$	266,000
Intergovernn						
10-33-41	UTAH COUNTY GRANT	\$	Ξ.	\$ 16,800	\$	220
10-33-42	OTHER GRANTS/QUAIL FIRE	\$	1,449,738	\$	\$	
10-33-56	C& B ROAD FUND ALLOTMENT	\$	340,805	\$ 340,000	\$	360,000
10-33-58	STATE LIQUOR FUND ALLOTMENT	\$	-	\$ (( <del>1</del> )	\$	
	governmental	\$	1,790,543	\$ 356,800	\$	360,000
Charges for S						
10-34-13	ZONING AND SUBDIVISION FEES	\$	28,510	\$ 4,000	\$	5,000
10-34-14	ANNEXATION APPLICATIONS	\$	500	\$ 1/21	\$	
10-34-15	SALE OF MAPS AND PUBLICATIONS	\$	3	\$ 100	\$	100
10-34-22	PUBLIC SAFETY DISTRICT RENTAL	\$	44,516	\$ 38,516	\$	38,516
10-34-40	WASTE COLLECTION SALES	\$	500,698	\$ 469,300	\$	488,072
10-34-69	YOUTH COUNCIL	\$	4,279	\$ 1,300	\$	1,300
10-34-81	SALE OF CEMETERY LOTS	\$	10,525	\$ 5,000	\$	8,000
10-34-83	BURIAL FEES	\$	8,625	\$ 8,000	\$	8,500
Total Charg	je for Services	\$	597,656	\$ 526,216	\$	549,488
Fines						
10-35-10	TRAFFIC FINES	\$	48,271	\$ 55,000	\$	55,000
10-35-15	OTHER FINES	\$	1,960	\$ 1,000	\$	1,000
10-35-16	TRAFFIC SCHOOL	\$	1,080	\$ 1,000	\$	1,000
Total Fines		\$	51,311	\$ 57,000	\$	57,000
Rents and Co	ncessions					
10-36-20	RENTS AND CONCESSIONS	\$	30,953	\$ 32,000	\$	32,000
Total RENT	S AND CONCESSIONS	\$	30,953	\$ 32,000	\$	32,000
Other Reven	ue					
10-38-10	INTEREST EARNINGS	\$	5,431	\$ 8,200	\$	8,200
10-38-17	ALPINE DAYS	\$	19,661	\$ 20,000	\$	15,000
10-38-18	RODEO REVENUE	\$	27,117	\$ 20,000	\$	15,000
10-38-45	LAMBERT PARK DONATION	\$	÷	\$ 3 <b>9</b> 5	\$	
10-38-50	BICENTENNIAL BOOKS	\$	920	\$ 500	\$	500
10-38-90	SUNDRY REVENUES	\$	9,938	\$ 10,000	\$	10,000
Total Other	Revenues	\$	63,067	\$ 58,700	\$	48,700
		147				

Account No	o Account Title		2013-14 Actual		2014-15 pted Budget	:	2015-16 Budget
	d Contributions		Actual	Aut	pica baaget		budget
	GENERAL FUND SURPLUS	\$	(363,305)	\$	255,798	\$	452,473
	TRANSFER FROM WATER	\$	6,000	≁ \$	6,000	≁ \$	6,000
10-39-20	CONTRIBUTION FOR PARAMEDIC	\$	29,401	Ψ \$	29,000	\$	29,500
10-39-20	TRANSFER FROM SEW ER	Ք \$	3,500	Ք \$	6,000	Գ	6,000
	ISFERS AND CONTRIBUTIONS:	پ \$	(324,404)	<u>ہ</u>	296,798	۹ \$	493,973
	eneral Fund Revenue	<u> </u>	5,579,779		4,253,008		4,578,405
Total G		-	5,575,775	- <b>P</b> -	4/200/000	- ¥	4,570,405
Administratio	on						
10-41-11	SALARIES & WAGES, ADMINISTRATI	\$	110,259	\$	116,000	\$	154,000
10-41-13	EMPLOYEE BENEFITS	\$	30,211	\$	37,500	\$	66,500
10-41-14	OVERTIME WAGES	\$	-	\$	-	\$	-
10-41-21	BOOKS, SUBSCRIPTIONS & MEMBERS	\$	10,709	\$	12,000	÷ \$	12,000
10-41-22	PUBLIC NOTICES	\$	3,568	\$	2,000	\$	2,000
10-41-22	TRAVEL	\$	4,182	∳ \$	5,000	, \$	5,000
10-41-24	OFFICE EXPENSE, SUPPLIES & POS	\$	9,623	φ \$	8,500	\$ \$	8,500
10-41-24	EQUIPMENT - SUPPLIES & MAINTEN	գ \$	9,025	,₽ \$	1,000	,₽ \$	1,000
10 41 25	TELEPHONE	۹ \$	1,559	φ \$	3,000		3,500
10 41 20	TECHNICAL & PROFESSIONAL SERV	\$	62,754	,₽ \$	100,000	\$ \$	100,000
10-41-33	EDUCATION	φ \$	330	,≁ \$	2,000	, \$	2,000
10 41 55	COUNCIL DISCRETIONARY FUND	۹ \$	12,437	,₽ \$	12,000	,₽ \$	12,000
10-41-40	MAYOR DISCRETIONARY FUND	Ք \$	2,697	φ \$	9,600	գ \$	9,600
10-41-51	INSURANCE	.թ \$	6,996	₽ \$	7,000	,₽ \$	9,000
10-41-51	OTHER SERVICES	₽ \$	1,125	э \$	3,000	э \$	3,000
10-41-64	OTHER EXPENSES	э \$	674	۹ \$	1,000	Գ	1,000
Total Admi		<del>ب</del> \$	257,124	<u>۹</u> \$	319,600	\$	389,100
Court		Ψ	207/124	<u> </u>	010/000	Ψ	000/100
10-42-24	OFFICE EXPENSE, SUPPLIES & POS	\$	14,924	\$	17,000	\$	18,000
10-42-31	PROFESSIONAL & TECHNICAL	\$	72,033	\$	82,000	\$	82,000
10-42-40	WITNESS FEES	\$	, 2,000	\$	500	\$	500
10-42-46	VICTIM REPARATION ASSESSMENT	\$	17,087	\$	21,000	∳ \$	21,000
Total Court		\$	104,044	\$	120,500	\$	121,500
Treasurer				T		T	/
10-43-11	SALARIES AND WAGES	\$	9,872	\$	10,700	\$	14,285
10-43-13	EMPLOYEE BENEFITS	\$	6,163	\$	6,800	\$	5,135
10-43-14	OVERTIME WAGES	\$		\$	· =	\$	12
10-43-21	BOOKS, SUBSCRIPTIONS & MEMBERS	\$	190	\$	500	\$	500
10-43-23	TRAVEL	\$	-	\$	500	\$	500
10-43-24	OFFICE EXPENSE, SUPPLIES & POS	\$	341	\$	500	\$	500
10-43-33	EDUCATION	\$	:=:	\$	500	\$	500
10-43-34	ACCOUNTING SERVICES/AUDIT	\$	10,965	\$	11,000	\$	11,000
Total Treas		\$	27,531	\$	30,500	\$	32,420
Elections							
10-50-24	OFFICE EXPENSE, SUPPLIES & POS	\$	5,708	\$	-	\$	-
10-50-62	MISCELLANEOUS SERVICES	\$	1,058	\$	-	\$	20,000
Total Elect	ons	\$	6,766	\$	-	\$	20,000

Account No	o Account Title	2013-14 Actual		2014-15 pted Budget	:	2015-16 Budget
Taxes		Actual	Auu	plea budget		buuget
10-31-10	CURRENT YEAR GENERAL PROPERTY	\$ 1,100,649	\$	1,087,494	\$	1,109,244
10-31-20	REDEMPTION TAXES	\$ 92,191	Ψ	1,007,101	Ψ	1,105,244
10-31-30	GENERAL SALES AND USE TAXES	\$ 988,350	\$	945,000	\$	950,000
10-31-31	MOTOR VEHICLE TAX	\$ 107,443	∳ \$	96,000	↓ \$	106,000
10-31-40	FRANCHISE FEE - CABLE TV & UP&	\$ 659,781	\$	575,000	\$	605,000
10-31-90	PENALTIES & INT. ON DELINQUENT	\$ 2,879	\$	1,000	* ¢	1,000
Total taxes		2,951,293		2,704,494	\$	2,771,244
Licenses and		 			T	
10-32-10	BUSINESS LICENSES AND PERMITS	\$ 25,695	\$	20,000	\$	20,000
10-32-20	PLAN CHECK FEES	\$ 139,334	\$	75,000	\$	95,000
10-32-21	BUILDING PERMITS	\$ 251,834	\$	125,000	\$	150,000
10-32-22	BUILDING PERMIT ASSESSMENT	\$ 2,497	\$	1,000	\$	1,000
Total Licen	ises and Permits	\$ 419,360	\$	221,000	\$	266,000
Intergovern	mental	 				
10-33-41	UTAH COUNTY GRANT	\$ 	\$	16,800	\$	
10-33-42	OTHER GRANTS/QUAIL FIRE	\$ 1,449,738	\$		\$	3
10-33-56	C& B ROAD FUND ALLOTMENT	\$ 340,805	\$	340,000	\$	360,000
10-33-58	STATE LIQUOR FUND ALLOTMENT	\$ ( <b>E</b> )	\$	<b>a</b> 2	\$	-
	governmental	\$ 1,790,543	\$	356,800	\$	360,000
Charges for	Services					
10-34-13	ZONING AND SUBDIVISION FEES	\$ 28,510	\$	4,000	\$	5,000
10-34-14	ANNEXATION APPLICATIONS	\$ 500	\$	÷.,	\$	₽.
10-34-15	SALE OF MAPS AND PUBLICATIONS	\$ 3	\$	100	\$	100
10-34-22	PUBLIC SAFETY DISTRICT RENTAL	\$ 44,516	\$	38,516	\$	38,516
10-34-40	WASTE COLLECTION SALES	\$ 500,698	\$	469,300	\$	488,072
10-34-69	YOUTH COUNCIL	\$ 4,279	\$	1,300	\$	1,300
10-34-81	SALE OF CEMETERY LOTS	\$ 10,525	\$	5,000	\$	8,000
10-34-83	BURIAL FEES	\$ 8,625	\$	8,000	\$	8,500
	ge for Services	\$ 597,656	\$	526,216	\$	549,488
Fines						
10-35-10	TRAFFIC FINES	\$ 48,271	\$	55,000	\$	55,000
10-35-15	OTHER FINES	\$ 1,960	\$	1,000	\$	1,000
10-35-16	TRAFFIC SCHOOL	\$ 1,080	\$	1,000	\$	1,000
Total Fines		\$ 51,311	\$	57,000	\$	57,000
Rents and Co						
10-36-20	RENTS AND CONCESSIONS	\$ 30,953	\$	32,000	\$	32,000
	S AND CONCESSIONS	\$ 30,953	\$	32,000	\$	32,000
Other Reven						
10-38-10	INTEREST EARNINGS	\$ 5,431	\$	8,200	\$	8,200
10-38-17	ALPINE DAYS	\$ 19,661	\$	20,000	\$	15,000
10-38-18	RODEO REVENUE	\$ 27,117	\$	20,000	\$	15,000
10-38-45	LAMBERT PARK DONATION	\$ :=).	\$	*	\$	-
10-38-50	BICENTENNIAL BOOKS	\$ 920	\$	500	\$	500
10-38-90	SUNDRY REVENUES	\$ 9,938	\$	10,000	\$	10,000
Total Other	r Revenues	\$ 63,067	\$	58,700	\$	48,700
		2013-14	2	2014-15	2	2015-16

Total Cem	netery	\$ 119,239	\$ 139,675	\$ 143,275
10-77-63	OTHER SERVICES	\$ 139	\$ 200	\$ 200
10-77-61	MISCELLANEOUS SUPPLIES	\$ -	\$ -	\$ -
10-77-51	INSURANCE & SURETY BONDS	\$ 3,498	\$ 6,500	\$ 10,000
10-70-28	MOBIL TELEPHONE	\$ 390	\$ 500	\$ 500
10-77-26	BUILDING AND GROUNDS	\$ 21,310	\$ 25,000	\$ 25,000
10-77-25	EQUIPMENT-SUPPLIES & MAINTENAN	\$ 12,171	\$ 10,000	\$ 10,000
10-77-24	OFFICE EXPENSE, SUPPLIES & POS	\$ 1,219	\$ 500	\$ 500
10-77-14	OVERTIME WAGES	\$ 1,207	\$ 2,275	\$ 2,275
10-77-13	EMPLOYEE BENEFITS	\$ 24,545	\$ 27,200	\$ 24,750
10-77-12	SALARIES & WAGES TEMPORARY EMP	\$ 17,815	\$ 30,000	\$ 30,000
10-77-11	SALARIES & WAGES	\$ 36,945	\$ 37,500	\$ 40,050
Cemetery				
	s & Recreation	\$ 1,358,719	\$ 259,175	\$ 280,800
10-70-75	QUAIL FIRE RESTORATION	\$ 1,126,220	\$ 	\$ 2.50
10-70-71	TRAILS	\$ -	\$ 5,000	\$ 5,000
10-70-70	BOOK MOBILE	\$ 13,200	\$ 13,200	\$ 13,200
10-70-69	YOUTH COUNCIL	\$ 6,100	\$ 3,500	\$ 3,800
10-70-68	LIBRARY	\$ 9,564	\$ 12,000	\$ 12,000
10-70-67	MOYLE PARK	\$ 6,827	\$ 6,000	\$ 6,500
10-70-65	OTHER EXPENSES - ALPINE DAYS	\$ 39,501	\$ 35,000	\$ 35,000
10-70-64	OTHER EXPENSES	\$ 75	\$ 2,000	\$ 2,000
10-70-63	OTHER SERVICES-AM FORK AGREEMT	\$ 	\$ -	\$ ( <b>•</b> )
10-70-61	ALPINE JR/MISS TIMP PAGEANT	\$ :=::	\$ 6,000	\$ : <b></b> )
10-70-60	RODEO EXPENSES	\$ 17,336	\$ 20,000	\$ 20,000
10-70-51	INSURANCE & SURETY BONDS	\$ 7,649	\$ 9,000	\$ 9,000
10-70-28	MOBIL TELEPHONE	\$ 390	\$ 500	\$ 500
10-70-27	UTILITIES	\$ 10,933	\$ 10,000	\$ 30,000
10-70-26	BUILDING AND GROUNDS SUPPLIES	\$ 25,365	\$ 25,000	\$ 25,000
10-70-25	EQUIPMENT-SUPPLIES & MAINTENAN	\$ 15,045	\$ 14,000	\$ 19,000
10-70-24	OFFICE EXPENSE, SUPPLIES & POS	\$ -	\$ 500	\$ 1,000
10-70-23	TRAVEL	\$ 1 <b>8</b> 1	\$ 500	\$ 1,000
10-70-14	OVERTIME WAGES	\$ 1,207	\$ 2,275	\$ 3,000
10-70-13	EMPLOYEE BENEFITS	\$ 24,547	\$ 27,200	\$ 24,750
10-70-12	SALARIES/WAGES TEMPORARY EMPLO	\$ 17,815	\$ 30,000	\$ 30,000
10-70-11	SALARIES & WAGES	\$ 36,945	\$ 37,500	\$ 40,050
Parks & Reci				
	t Department	\$ 713,083	\$ 738,300	\$ 683,550
10-60-74	CAPITAL OUTLAY - EQUIPMENT	\$ :=:	\$ -	\$ 
10-60-73	CAPITAL OUTLAY-OTHER THAN BUIL	\$ 	\$ -	\$ 
10-60-70	CLASS C ROAD FUND	\$ 430,508	\$ 450,000	\$ 400,000
10-60-64	OTHER EXPENSES	\$ 420	\$ 1,000	\$ 1,000
10-60-63	OTHER SERVICES	\$ 8,955	\$ 8,000	\$ 8,000
10-60-61	MISCELLANEOUS SUPPLIES	\$ 	\$ -	\$ ·~
10-60-51	INSURANCE	\$ 11,721	\$ 12,000	\$ 12,000
10-60-29	POWER - STREET LIGHTS	\$ 54,912	\$ 50,000	\$ 50,000

		2013-14		2014-15	2015-16
Account No	o Account Title	Actual	Ado	pted Budget	Budget
Garbage					
10-82-11	SALARIES & WAGES	\$ 29,969	\$	42,000	\$ 48,075
10-82-13	EMPLOYEE BENEFITS	\$ 15,469	\$	16,000	\$ 17,100
10-82-14	OVERTIME WAGES	\$ 0 <del>75</del>	\$	-	\$ -
10-82-24	OFFICE EXPENSE, SUPPLIES & POS	\$ 3,954	\$	5,000	\$ 5,000
10-82-28	TELEPHONE	\$ 580	\$	2,000	\$ 2,000
10-82-34	TECHNOLOGY UPDATE	\$ 2,348	\$	5,000	\$ 5,000
10-82-61	TIPPING FEES	\$ 100,503	\$	131,841	\$ 134,478
10-82-62	WASTE PICKUP CONTRACT	\$ 234,131	\$	246,930	\$ 251,869
10-82-64	OTHER EXPENSES	\$ 1,477	\$	3,700	\$ 3,700
Total GAR	BAGE:	\$ 388,431	\$	452,471	\$ 467,221
Miscellaneou	S				
10-99-05	TRANSFER TO OTHER FUND	\$ 	\$		\$ π.
10-99-18	UTA TAX	\$ 65	\$	:=).	\$ -
10-99-25	TECHNOLOGY UPGRADE	\$ 8,443	\$	10,000	\$ 10,000
10-99-80	TRANSFER TO CAPITAL IMP FUND	\$ 543,829	\$	50,000	\$ 222,000
10-99-82	EMERGENCY PREP	\$ 17,775	\$	5,000	\$ 5,000
Total Misc	cellaneous	\$ 570,112	\$	65,000	\$ 237,000
Totally	General Fund Expenses	\$ 5,579,779	\$	4,253,008	\$ 4,578,405

# **IMPACT FEES BUDGET**

Impact fees are collected at time of building or development and are used for the expansion or creation of services due to new growth.

Impact Fees	Fund						
			2013-14		2014-15	2	2015-16
Account No	Account Title		Actual	Ado	pted Budget		Budget
15-37-21	STREETS & TRANSPORTATION FEES	\$	78,927	\$	17,000	\$	17,000
15-37-31	RECREATION FACILITY FEES	\$	188,457	\$	20,000	\$	20,500
15-37-41	TIMPANOGOS SEWER HOOK ON FEE	\$	186,261	\$	50,000	\$	50,500
15-38-10	INTEREST EARNINGS	\$	1,794	\$	1,200	\$	1,200
	FUND BALANCE	\$	(258,508)	\$	106,800	\$	120,800
Total Impa	ct Fee Revenue	\$	196,931	\$	195,000	\$	210,000
15 40 10		¢	106 261	¢	E0 000	÷	65.000
15-40-12	TIMP SPEC SERV DIST IMPACT FEE	\$	186,261	\$	50,000	\$	65,000
15-40-21	STREET & TRANSPORT EXPENSES	\$	10,670	\$	90,000	\$	90,000
15-40-31	PARK SYSTEM	\$	( <b>1</b> )	\$	55,000	\$	55,000
Total Imp	act Fee Expenses	\$	196,931	\$	195,000	\$	210,000

# CAPITAL IMPROVEMENTS FUND BUDGET

<b>Capital Impro</b>	ovements Fund				
		2013-14	2	2014-15	2015-16
Account No	Account Title	Actual	Ado	pted Budget	Budget
45-38-10	Interest Revenue	\$ 4,869	\$	4,000	\$ 4,000
45-38-12	Donations	\$ -	\$	-	\$ 200
45-38-16	Contributions from Builders		\$	-	\$ 7.
45-38-90	State Grant / Special Projects	\$ ÷.	\$	-	\$ -
45-39-05	Loan from Water Fund		\$	-	\$ 3 <b>7</b> 3
45-39-10	Transfer from General Fund	\$ 38,674	\$	50,000	\$ 222,000
45-39-11	Capital Imp Fund Surplus		\$	78,633	\$ 55,000
Total Capit	al Improvements Revenue:	\$ 43,543	\$	132,633	\$ 281,000
45-40-42	Infra Protection Bonds	\$ : <b>=</b> 0	\$	-	\$ ( <b>-</b> )
45-40-52	Other Expenses	\$ 4,747	\$	-	\$
45-40-64	Interest on Infra Bond Released	\$ 1,426	\$	3,000	\$
45 <b>-</b> 40-72	Capital Outlay	\$ 14,834	\$	75,000	\$ •
	Salt Shed				\$ 50,000
	Relic Hall	\$ 	\$	-	\$ 20,000
	Moyle Park Improv	\$ -	\$	<u>u</u>	\$ 20,000
	Lambert Park Improv	\$ -	\$	¥	\$ 80,000
	Burgess Park Improv	\$ -	\$	5	\$ 15,000
	Bowery Roof	\$ 	\$	<del></del>	\$ 20,000
45-40-73	Capital Outlay - Buildings	\$ -	\$	×	\$ <del></del>
45-40-74	Capital Outlay - Equipment	\$ 22,536	\$	54,633	\$ 76,000
Total Capita	al Improvements Expenses	\$ 43,543	\$	132,633	\$ 281,000

# WATER FUND BUDGET

Water Fund						
		2	2013-14		2014-15	2015-16
	Account Title		Actual	Ado	pted Budget	Budget
51-37-11	METERED WATER SALES	\$	515,469	\$	577,600	\$ 606,480
51-37-12	OTHER WATER REVENUE	\$	60,438	\$	6,500	\$ 6,500
51-37-16	WATER CONNECTION FEE	\$	7,715	\$	5,000	\$ 5,000
51-37-17	PENALTIES	\$	4,834	\$	5,000	\$ 5,000
51-37-20	WATER SYSTEM IMPACT FEE	\$	51,142	\$	27,000	\$ 27,000
51-38-10	INTEREST EARNINGS	\$	11,956	\$	12,000	\$ 12,000
51-38-70	DEVELOPER CONRIBUTIONS	\$	235,041	\$		\$ 0 <b>2</b> 0
51-39-11	UNAPPROPRIATED FUND EQUITY	\$	×.	\$	100,633	\$ 161,870
Total Wate	r Revenue:	\$	886,595	\$	733,733	\$ 823,850
51-80-11	SALARIES/WAGES-PERMANENT EMPLO	\$	172,849	\$	170,000	\$ 161,200
51-80-12	SALARIES/WAGES-TEMPORARY EMPLO	\$		\$	27	\$ 25
51-80-13	EMPLOYEE BENEFITS	\$	85,146	\$	92,600	\$ 90,650
51-80-14	OVERTIME WAGES	\$	10,657	\$	8,000	\$ 8,000
51-80-21	BOOKS, SUBSCRIPTIONS & MEMBERS	\$	1,510	\$	3,000	\$ 3,000
51-80-23	TRAVEL	\$	3,670	\$	4,000	\$ 4,000
51-80-24	OFFICE EXPENSE, SUPPLIES & POS	\$	14,494	\$	15,000	\$ 15,000
51-80-25	EQUIPMENT-SUPPLIES & MAINTENAN	\$	13,949	\$	20,000	\$ 20,000
51-80-26	BUILDING AND GROUNDS SUPPLIES	\$	20,138	\$	20,000	\$ 20,000
51-80-27	UTILITIES	\$	17,121	\$	20,000	\$ 20,000
51-80-28	TELEPHONE	\$	3,975	\$	5,000	\$ 5,000
51-80-31	PROFESSIONAL & TECHNICAL SERVI	\$	-	\$	5,000	\$ 5,000
51-80-33	EDUCATION	\$	1,905	\$	1,000	\$ 1,000
51 <b>-</b> 80-34	TECHNOLOGY UPDATE	\$	5,088	\$	10,000	\$ 10,000
51-80-35	DEPRECIATION EXPENSE	\$	255,131	\$	255,000	\$ 255,000
51-80-51	INSURANCE AND SURETY BONDS	\$	16,177	\$	17,000	\$ 17,000
51-80-62	MISCELLANEOUS SERVICES	\$	375	\$	500	\$ 500
51-80-63	OTHER EXPENSES	\$	18,982	\$	10,000	\$ 10,000
51-80-64	CUSTOMER REFUND	\$	2,221	\$	2,500	\$ 2,500
51-80-70	CAPITAL OUTLAY - IMPACT FEE	\$		\$	30,000	\$ 30,000
51-80-72	CAPITAL OUTLAY - BUILDINGS	\$	~	\$	<u> </u>	\$
51-80-73	CAPITAL OUTLAY - IMPROVEMENTS	\$	<u> </u>	\$	<u> 11</u>	\$ 120,000
51-80-74	CAPITAL OUTLAY - EQUIPMENT	\$	945	\$	39,133	\$ 20,000
51-80-79	CAPITAL OUTLAY - OTHER	\$	=	\$	<del></del>	\$ :=::
51-80-90	TRANSFER TO OTHER FUNDS	\$	-	\$	-	\$ -
51-80-93	1% TRANSFER TO GENERAL FUND	\$	6,000	\$	6,000	\$ 6,000
Total Wate	r Expense	\$	650,333	\$	733,733	\$ 823,850

# SEWER FUND BUDGET

Sewer Fund					
		2013-14		2014-15	2015-16
Account No	Account Title	Actual	Add	opted Budget	Budget
52-37-11	SEWER SYSTEM USAGE SALES	\$ 960,346	\$	1,060,206	\$ 1,060,206
52-37-16	SEWER CONNECTION FEE	\$ 5,875	\$	3,000	\$ 3,000
52-37-20	SEWER SYSTEM IMPACT FEE	\$ 30,937	\$	12,000	\$ 12,000
52-37-80	DEVELOPERS CONTRIBUTIONS	\$ 208,110	\$		\$
52-38-10	INTEREST EARNINGS	\$ 8,227	\$	9,000	\$ 9,000
52-39-11	UNAPPROPRIATED FUND EQUITY	\$ 	\$	76,427	\$ 60,369
Total Sewe	er Revenues	\$ 1,213,495	\$	1,160,633	\$ 1,144,575
52-81-11	SALARIES	\$ 151,288	\$	148,000	\$ 153,250
52-81-12	SALARIES AND WAGES TEMP. EMP.	\$ 6 <b>.</b>	\$	-	\$ (i <del>n</del> )
52-81-13	EMPLOYEE BENEFITS	\$ 74,671	\$	83,000	\$ 80,825
52-81-14	OVERTIME WAGES	\$ 10,524	\$	8,000	\$ 8,000
52-81-23	TRAVEL	\$ 1,390	\$	1,500	\$ 1,500
52-81-24	OFFICE EXPENSE, SUPPLIES & POS	\$ 8,454	\$	7,000	\$ 7,000
52-81-25	EQUIPMENT - SUPPLIES & MAINTEN	\$ 832	\$	5,000	\$ 5,000
52-81-26	BUILDING AND GROUND SUPPLIES	\$ 8,797	\$	10,000	\$ 10,000
52-81-27	UTILITIES	\$ 340	\$	500	\$ 500
52-81-28	TELEPHONE	\$ 2,812	\$	2,500	\$ 2,500
52-81-34	TECHNOLOGY UPDATE	\$ 5,206	\$	5,000	\$ 5,000
52-81-35	DEPRECIATION EXPENSE	\$ 127,581	\$	130,000	\$ 130,000
52-81-62	TIMPANOGOS SPECIAL SERVICE DIS	\$ 472,769	\$	615,000	\$ 615,000
52-81-64	OTHER EXPENSES	\$ 14,154	\$	18,000	\$ 18,000
52 <b>-</b> 81-70	CAPITAL OUTLAY - IMPACT FEE	\$ 	\$	82,000	\$ 82,000
52-81-73	CAPITAL OUTLAY-IMPROVEMENTS	\$ -	\$	*	\$ ~
52-81-74	CAPITAL OUTLAY - EQUIPMENT	\$ 3 <b>4</b> 5	\$	39,133	\$ 20,000
52-81-93	TRANSFER TO GENERAL FUND	\$ 3,500	\$	6,000	\$ 6,000
Total Sewe	er Expenses	\$ 882,318	\$	1,160,633	\$ 1,144,575

# PRESSURE IRRIGATION FUND BUDGET

Irrigation	Fund	
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Irrigation FL	Ind				
		2013-14		2014-15	2015-16
	o Account Title	Actual	Ado	pted Budget	Budget
55-37-11	IRRIGATION WATER SALES	\$ 874,034	\$	855,000	\$ 867,000
55-37-12	OTHER REVENUE	\$ 3,713	\$	1,000	\$ 1,000
55-37-16	PRESSURIZED CONNECTION FEE	\$ 3,382	\$	1,500	\$ 1,500
55-37-21	PRESSURIZED IRR IMPACT FEE	\$ 141,652	\$	25,000	\$ 25,000
55-38-10	INTEREST EARNINGS	\$ 11,921	\$	15,000	\$ 15,000
55-38-70	DEVELOPER CONTRIBUTIONS	\$ 101,963	\$	-	\$ -
55-39-11	UNAPPROPRIATED FUND EQUITY	\$ -	\$	350,749	\$ 283,097
Total Irrig	ation Revenues	\$ 1,136,665	\$	1,248,249	\$ 1,192,597
55-40-11	SALARIES & WAGES, ADMINISTRATI	\$ 133,804	\$	135,722	\$ 105,600
55-40-12	SALARIES AND WAGES TEMP. EMP.	\$ 	\$		\$ 5 <del>7.</del>
55-40-13	EMPLOYEE BENEFITS	\$ 69,988	\$	76,700	\$ 69,700
55-40-14	OVERTIME WAGES	\$ 10,524	\$	8,000	\$ 8,000
55-40-23	TRAVEL	\$ 955	\$	1,000	\$ 1,000
55-40-25	EQUIPMENT - SUPPLIES & MAINTEN	\$ 12,151	\$	20,000	\$ 20,000
55-40-26	BUILDING & GROUNDS SUPPLIES	\$ 9,056	\$	5,000	\$ 5,000
55-40-27	UTILITIES	\$ 217,484	\$	225,000	\$ 225,000
55-40-28	TELEPHONE	\$ 2,836	\$	3,200	\$ 3,200
55 <b>-</b> 40-29	OFFICE EXPENSE, SUPPLIES & POS	\$ 14,701	\$	12,000	\$ 12,000
55-40-32	ENGINEER SERVICES	\$ ( <b>Z</b> i)	\$	5,000	\$ 5,000
55-40-33	TECHNOLOGY UPDATE	\$ 5,563	\$	5,000	\$ 5,000
55-40-34	ANNUAL AUDIT - UTAH WATER	\$ -	\$	500	\$ 500
55-40-35	DEPRECIATION EXPENSE	\$ 221,961	\$	223,200	\$ 223,200
55-40-51	INSURANCE & SURETY BONDS	\$ 15,872	\$	16,000	\$ 16,000
55-40-62	MISCELLANEOUS SERVICES	\$ 3,677	\$	4,000	\$ 4,000
55-40-63	OTHER EXPENSES	\$ 1,290	\$	2,000	\$ 2,000
55 <b>-</b> 40-64	CUSTOMER REFUND	\$ 499	\$	-	\$ 504
55-40-72	CAPITAL OUTLAY - OTHER	\$ 2,807	\$	-	\$ -
55-40-73	CAPITAL OUTLAY	\$ <b>3</b> 00	\$	-	\$ 9 <b>4</b> 7
55-40-74	CAPITAL OUTLAY - EQUIPMENT	\$ 3 <b>4</b> 33	\$	39,133	\$ 20,000
55-40-79	AGENTS FEES	\$ 2,000	\$	2,020	\$ 2,020
55-40-80	TRUSTEE FEES	\$ ₹	\$	-	\$ 
55-40-83	BOND PRINCIPAL #8938222	\$	\$	<b>T</b>	\$ 
55-40-84	BOND INTEREST #8938222	\$ 98,436	\$	-	\$ -
55-40-86	BOND PRINCIPAL #0352418	\$ -	\$	325,000	\$ 335,000
55-40-87	BOND INTEREST #0352418	\$ 9	\$	139,774	\$ 129,873
Total Irrig	ation Expenses	\$ 823,604	\$	1,248,249	\$ 1,192,597

# STORM DRAIN FUND BUDGET

### St Storm Drain Fund

Account No	Account Title	:	2013-14 Actual	 2014-15 pted Budget	2	2015-16 Budget
56-37-11	STORM DRAIN REVENUE	\$	162,201	\$ 162,000	\$	162,000
56-37-12	OTHER REVENUE	\$	1,467	\$ 1,000	\$	1,000
56-37-13	SWPP FEE	\$	15,300	\$ 6,000	\$	6,000
56-37-21	STORM DRAIN IMPACT FEE	\$	57,386	\$ 8,000	\$	8,000
56-38-10	INTEREST EARNINGS	\$	2,451	\$ 2,200	\$	2,200
56-38-70	DEVELOPER CONRIBUTIONS	\$	161,523	\$ <u>=</u>	\$	245
56-39-11	TRANSFER FROM OTHER FUND	\$		\$ 57	\$	37
56-39-12	FUND SURPLUS	\$	380	\$ 161,473	\$	215,150
Total Storn	n Drain Revenue	\$	400,328	\$ 340,673	\$	394,350
56-40-11	SALARIES & WAGES, ADMINISTRATI	\$	35,128	\$ 37,000	\$	40,700
56-40-13	EMPLOYEE BENEFITS	\$	20,248	\$ 20,500	\$	21,050
56-40-20	PLANNING	\$	3 <b>2</b> 3	\$ 1,000	\$	1,000
56-40-21	BOOKS, SUBSCRIPTIONS & MEMBERS	\$	1,547	\$ 2,500	\$	2,500
56-40-23	TRAVEL	\$	383	\$ 600	\$	600
56-40-24	OFFICE EXPENSE, SUPPLIES & POS	\$	504	\$ 1,000	\$	1,000
56-40-26	BUILDING & GROUNDS SUPPLIES	\$	10,259	\$ 5,000	\$	5,000
56-40-34	TECHNOLOGY UPDATE	\$	2,348	\$ 5,000	\$	5,000
56-40-35	DEPRECIATION EXPENSE	\$	85,463	\$ 83,500	\$	83,500
56-40-51	INSURANCE	\$	3,011	\$ 4,000	\$	4,000
56-40-62	MISCELLANEOUS SERVICES	\$	10,627	\$ 5,000	\$	5,000
56-40-73	CAPITAL OUTLAY	\$	9 <b>4</b> 0	\$ 69,000	\$	75,000
56-40-74	CAPITAL OUTLAY - IMPACT FEE	\$	3 <b>2</b> 3	\$ 106,573	\$	150,000
Total Storn	n Drain Expense	\$	169,518	\$ 340,673	\$	394,350

## **OTHER FUNDS**

Trust & Agen	icy Fund						
			2013-14		2014-15		2015-16
Account No	Account Title		Actual	Ado	pted Budget		Budget
70-38-10	INTEREST REVENUE	\$	762	\$	800	\$	800
70-38-90	OTHER REVENUE	\$	()夏)	\$	-	\$	=
Total Trus	t & Agency Revenue	\$	762	\$	800	\$	800
70 <mark>-</mark> 40-63	INTEREST PAID ON RETURNED BOND	\$		\$	800	\$	800
Total Trus	t & Agency Expense	\$		\$	800	\$	800
<b>Cemetery Pr</b>	epetual Care Fund						
71-33-56	CEMETERY LOT PAYMENTS	\$	21,975	\$	8,000	\$	12,500
71-33-58	UPRIGHT MONUMENT	\$	2,700	\$	2,000	\$	2,000
71-38-10	INTEREST REVENUE	\$	2,560	\$	2,500	\$	2,500
71-38-90	OTHER REVENUE	\$		\$	E.	\$	÷
Total Cem	etery Perpetual Care Revenue	\$	27,235	\$	12,500	\$	17,000
71-40-64	OTHER EXPENSES	\$		¢	12 500	¢	17.000
71-40-04	CAPITAL OUTLAY-IMPROVEMENTS			\$	12,500	\$	17,000
		\$ <b>\$</b>		> \$	12 500	\$	17.000
Total Cem	etery Perpetual Care Expense	*	(🖷)	\$	12,500	\$	17,000
	Total Revenue	\$	9,485,333	\$	8,077,229	\$	8,642,577
	Total Expenses	\$	8,346,026	\$	8,077,229	\$	8,642,577

# ALPINE CITY BUDGET GOVERNANCE PRINCIPLES- BY RICH NELSON

I decided it might be a good use of this document to set down some of the budget governance principles that I hope might help residents of the City understand the City's managerial approach and budget governance principles. All the below principles are alive and well in the operation of the City. The principles are stated in italics with some comments underneath them.

1. Although our form of government is a city council driven structure, our attitude is one of partnership. We think of the residents as owner-partners. We do not view the City itself as the ultimate owner of our assets but instead view the City as a conduit through which the residents of the City own the assets.

The Mayor, City Council, staff and I hope that you as residents of the City do not think of yourself as merely owning a piece of real estate in the City. We hope you instead visualize yourself as a part owner of a City where you expect to stay indefinitely. For our part, we do not view City residents as faceless members of an ever-shifting crowd, but rather as co-ventures who have and will continue to work with us to maximize the time and resources you have invested in this wonderful place called Alpine.

2. The Mayor and City Council invest a major portion of their time and effort to make Alpine a wonderful place to live. They get to eat their own cooking.

The Mayor and City Council hold a three-hour meeting every other week. They go to numerous other meetings during the month. They represent the City on all the key collaborative organizations, sewer, garbage, water, transportation, youth council, etc. Besides that their phones ring off the hook. If they make good decisions then everyone profits by those decisions. If they do something you think is dumb, I want you to be able to derive some solace from the fact that their suffering will be proportional to yours.

- 3. We do not measure the City by its size or by the number of programs that it operates. We measure our success by how livable the City is. Do you feel safe, are the roads in good condition, does your water and sewer work without any thought of yours, are the parks beautiful and well maintained and do fire and emergency services show up when needed. These are the questions that you we use to measure our performance.
- 4. We use debt sparingly and, when we do borrow, we attempt to structure our loans on a long-term fixed-rate basis. We will reject interesting opportunities rather than leverage our balance sheet. This conservatism means we don't have as many programs as other cities but it is the only behavior that leaves us comfortable, considering our fiduciary obligations to city residents.

The financial calculus that staff and I employ would never permit our trading a good night's sleep for the opportunity to say we have a library, a golf course, a swimming pool or a recreation center. If the residents of the city voted for a property tax increase to purchase and operate any of those things that would be different. Then we would not have to borrow for them or worry about operating expenses. We have one outstanding debt. That is for the installation of the pressurized irrigation system. We owe \$5,875,000 and pay approximately \$464,600 a year in payments. It has about 11 years of payments before it is paid off. The city refinanced the bonds a couple of years ago, saving \$80,000 a year in interest payments. The only project on the horizon, that the City might need to borrow funds for, is installing a citywide pressurized meter read system. Nothing leads to water conservation like money coming out of your pocket.

5. A managerial or Council "wish list" will not be filled at resident's expense. We will only do with your money what we would do with our own.

The size of our paychecks or our offices will never be related to the number of different programs that we operate or the number of people who work for the City. Noble intentions should always be checked against results. 6. You should be fully aware that I believe that Alpine City has some of the best staff available anywhere. I react with great caution to suggestions that we should let certain staff go and hire new staff. Gin rummy managerial behavior (discard your staff at each turn) is not my style. I would much rather build a great staff than continuously churn staff, always looking for something better or something cheaper.

We focus hard on making staff better and curing problems than may cause some to lag.

7. We will be candid in our reporting to you, emphasizing the pluses and minuses. Our guideline is to tell you the business facts that we would want to know if our positions were reversed. We owe you no less. We also believe candor benefits us as city employees: The person who misleads others in public may eventually mislead himself in private.

We will always tell you how many strokes we have taken on each hole and never play around with the scorecard. When the numbers are a very rough "guesstimate", as they sometimes are in government, we will try to be both consistent and conservative in our approach.

- 8. We follow some basic fiscal health guidelines. They are:
  - We start all fiscal discussions with available revenues, rather than expenses.
  - We believe that ongoing costs can only be funded with ongoing revenue.
  - We fund one-time costs with unreserved fund balance, one-time sources, or dedicated ongoing revenue.
  - We are working to get into a situation where our business-type operations, water, pressurized irrigation, sewer and storm water, are allowed to keep 100% of program revenue generated.
  - We have established clear guidelines about the amount of reserves (fund balances) we must set aside for each business-type operation and for the general fund.
  - We base resource allocations strictly on available revenues.
  - We have developed a 5-year financial plan to guide the city.
  - We present monthly budget briefings to the City Council and post those briefings on the city's web page.
  - We have developed a resident's guide to the municipal budget. It is a more concise, less wordy recapitulation of the budget document you are reading. We plan to mail a copy to every resident this coming year.
- 9. We will resist as much as possible, the siren songs of outside organizations that want Alpine City to act in a certain way. There are always groups, wanting you to fill out a survey on whether you are doing this (what they want you to do) or that (what they want you not to do), then publishing the

results to either raise money or awareness for their cause. We resist these as much as we can. As I said in another budget message, in quoting Mickey Mantle, of New York Yankee Baseball Fame; "this game looks a lot easier from the broadcast booth than it does on the playing field."

We receive three or four surveys a year that ask us to grade ourselves so that the sponsoring group can publish the results, and use the results to raise funds or awareness for their cause, or enable them to say "see what good I have done." I have no problem with what they are trying to do. I just refuse to be intimidated by them or try to curry their favor. We do the best we can with the business model we use. It has been very successful. We will always try to fine tune our business model, but will not change it to incur outside favor.

If you want to know how the City is doing the information is readily available to you. If you have questions we would be more than happy to meet with you. Every transaction we do is listed on the State's financial transparency website. However, that site is really rather boring and a little confusing. Just give us a call or come in. We look forward to hearing from you.

# ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution No. R2015-06 – Adopting the Certified Tax Rate for Fiscal Year 2015-2016.

FOR CONSIDERATION ON: 9 June 2015

PETITIONER: Rich Nelson, City Administrator, and Alice Winberg, City Finance Officer

ACTION REQUESTED BY PETITIONER: Adoption of the Certified Tax Rate for Fiscal Year 2015-2016.

**INFORMATION:** Each year the City, as part of the creating the City's Annual Budget, is required to adopt the certified tax rate for the fiscal year. The certified tax rate is published by the County Auditor. The City has yet to receive this information. When the City receives the certified tax rate information it will be forwarded to the City Council and put on the City's web page and Facebook page.

**RECOMMENDED ACTION:** That the City Council adopt Resolution No. R2015-06 – A Resolution Establishing The 2015-2016 Tax Rate For Alpine City, Utah. This assumes that the City receives the certified tax rate before the Tuesday Council meeting.

# **RESOLUTION NO. R2015-06**

# A RESOLUTION ESTABLISHING THE 2015-2016 TAX RATE FOR ALPINE CITY, UTAH.

**NOW THEREFORE**, we the members of the Alpine City Council hereby resolve:

The tax rate for Alpine City for fiscal year 2015-2016 shall be set at \_\_\_\_\_\_ which is the certified tax rate set by the Utah County Auditor and adopted by the Alpine City Council.

**DATED** this 9th day of June, 2015.

Don Watkins Mayor of Alpine City

**ATTEST:** 

Charmayne G. Warnock Alpine City Recorder

# ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution No. R2015-07 – Adopting the Amended Consolidated Fee Schedule.

FOR CONSIDERATION ON: 9 Jun 2015

PETITIONER: Rich Nelson, City Administrator, and Alice Winberg, City Finance Officer

**ACTION REQUESTED BY PETITIONER:** Adoption of the Consolidated Fee Schedule.

**INFORMATION:** Each year as part of the budget process, Alpine City adopts a consolidated fee schedule for the upcoming fiscal year. This year the only change included in the fee schedule is on page 5, Culinary Water Rate, raising the base rate from \$13 to \$14. This is part of an agreement the City made to raise the culinary base rate a \$1 a year for 5 years. The City is also preparing a proposal to consider changes to the City's cemetery burial fees. These will be presented to the Council at a later date.

**RECOMMENDED ACTION:** That the City Council adopt Resolution No. R2015-07 – A Resolution of the Governing Body of Alpine City establishing a Consolidated Fee Schedule.

Amount Used	Rate
0 to 8,000 gallons per month (base rate)	\$ <del>13.00</del> 14.00
Each 1,000 gallons over 8,000 gallons to 10,000 gallons per month	\$2.00
Each 1,000 gallons over 10,000 gallons to 12,000 gallons per month	\$3.00
Each 1,000 gallons over 12,000 gallons per month	\$4.00

c. Other utility fees and rates

- (1) Deposit of \$100 refunded after one year of prompt payment
- (2) Transfer of service \$25.00
- (3) Utility service connection \$25.00
- (4) Delinquent & Disconnect/Reconnect a. First time annually \$70.00 + 10% penalty (the \$70.00 + 10% penalty will be waived if the customer signs up for automatic bill pay by credit card through Xpress Bill Pay) b. Subsequent times \$45.00 + 10% penalty (5) Utility tampering fee \$299.00

5. Culinary Water Meter Connection Fee (In Addition to Impact Fee)

Minimum Lot Size Requirements	Meter Size	Fee
N/A	3/4"	\$150.00
One acre or larger or commercial use	1"	\$210.00
As justified by engineering requirements	1 1⁄2"	\$375.00
As justified by engineering requirements	2"	\$1,750.00

6. Pressurized Irrigation Connection Fee (in addition to impact fee)

Minimum Lot Size Requirements	Meter Size	Fee
For connections installed as part of the original Pressurized Irrigation System	1"	\$550.00
For connections installed as part of the original Pressurized Irrigation System	1 1⁄2"	\$800.00
As justified by engineering requirements	2"	\$850.00

# **RESOLUTION NO. R2015-07**

# A RESOLUTION OF THE GOVERNING BODY OF ALPINE CITY ESTABLISHING A CONSOLIDATED FEE SCHEDULE

WHEREAS, the governing body of Alpine City pursuant to Utah Code Annotated, Section 10-3-717 is empowered by resolution to set fees; and

WHEREAS, the governing body of Alpine City wishes to establish an equitable system of fees to cover the cost of providing municipal services;

NOW, THEREFORE, BE IT RESOLVED by the governing body of Alpine City that:

I. The following fees are hereby imposed as set forth herein:

#### A. CITY RECORDER:

1.	Compiling records in a form other than that maintained by the City.	Actual cost and expense for employee time or time of any other person hired and supplies and equipment. Minimum charge of \$10 per request.
2.	Copy of record	\$0.50/printed page
3.	Certification of record	\$1.00/certification
4.	Postage	Actual cost to City
5.	Other costs allowed by law	Actual cost to City

6. Miscellaneous copying (per printed page):

	B/W	Color
8 ½ x 11	\$0.10	\$0.50
8 ½ x 14	\$0.15	\$0.70
11 x 17	\$0.20	\$0.90

7. Electronic copies of minutes of meetings Actual cost

8.	Maps (color copies)	8 ½ x 11 11 x 17 24 x 36 34 x 44	\$2.50 \$5.00 \$18.00 \$30.00
9.	Maps with aerial photos	8 ½ x 11 11 x 17 24 x 36	\$5.00 \$10.00 \$32.00

#### B. BUILDING PERMITS AND INSPECTIONS:

1.	Applications:	
	New Homes/Commercial Buildings	\$500.00
	Construction jobs exceeding a value of \$50,000	\$250.00
	Fee for all other Building Permit Applications	\$25.00

 Building Permit Fees will be based on the construction values in Exhibit A and in accordance with the Building Code formula in Exhibit B. Finished basements and decks shall fall under (U) Utility, miscellaneous in Exhibit A.

Refunds for permits issued will be limited to 80 percent of the permit costs, not later than 180 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.

A building permit extension fee shall be assessed when building permits for new homes have become null and void. A permit becomes null and void if work or construction is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. The cost of extending a permit after it has become null and void will be one-half the original building permit fee which consists of the construction fee, electrical fee, plumbing fee and heating fee. A current infrastructure protection bond will also be posted by the new owner/applicant. The original infrastructure bond will be applied to any damage that occurred after the original permit was issued.

3. Minimum fees for issuance of individual permits including, but not limited to, meter upgrades, A/C, furnace, water heaters, etc.

C.

Actual cost of inspection

- 4. One percent surcharge per building permit (Utah Code):
  - a. 80 percent submitted to Utah State Government,
  - b. 20 percent retained by City for administration of State collection.
- 5. Buildings of unusual design, excessive magnitude, or potentially hazardous exposures may, when deemed necessary by the Building Official, warrant an independent review by a design professional chosen by the Chief Building Official. The cost of this review may be assessed in addition to the building permit fee set forth in item #1 above.

6.	Special Inspections	Actual cost to City
7.	Re-inspection Fee	Actual cost to City
BUSIN	IESS LICENSES:	
1. 2.	Home Occupations Commercial	\$50 + \$25.00 for one non-family employee \$50.00 + \$25.00 for each employee (Maximum - \$400.00)
3.	Late Charge after 3/01 of each year	Double the base fee
4.	Canvasser, Solicitors, and Other Itinerant Merchants Application Fee	\$15.00
5.	Accessory Apartment Permit	\$50.00 registration and annual fee

## D. ORDINANCE ENFORCEMENT:

Ε.

1.	pro	atement of injurious and noxious real operty and unsightly or deleterious ects or structures.	Actual cost of abatement plus 20% of actual cost
PLAN	NING	G AND ZONING:	
1.	Ge	neral Plan amendment	\$350.00
2.	Zo	ne change	\$350.00
3.	Во	ard of Adjustment/Appeal Authority	\$150.00
4.	Co	nditional Use	\$250.00
5.	Su	bdivisions	
	a.	Plat Amendment Fee	\$250.00
	b.	Concept Plan Review Fee	\$100.00 + \$20.00 per lot + actual cost of City Engineer's review
	c.	Preliminary Plan Fee	\$100.00 + \$90.00 per lot + actual cost of City Engineer's review
	d.	Final Plat Fee	\$100.00 + \$90.00 per lot + actual cost of City Engineer's review
	e.	Preliminary Plan Reinstatement/ Extension Fee	\$100.00
	f.	Final Plat Reinstatement/Extension Fee	\$100.00
	g.	Recording Fee	\$30.00 per sheet + \$1.00 per lot
	h.	Inspection Fees	\$140.00 per lot + \$65.00 per visit for re-inspection
	i.	<ul><li>Subdivision &amp; Building Bonds</li><li>(1) Performance and Guarantee</li><li>(2) Infrastructure Protection Bond</li><li>(3) Open Space Bond</li></ul>	120% escrow in bank \$2,500.00 cash bond \$5,000.00 cash bond for corner lots or regular lots with more than 150 feet of frontage Determined by City Engineer
6.	Pu a. b. c.	blications General Plan Subdivision Ordinance Zoning Ordinance	Electronic Hard Copy \$15.00 \$10.00 \$15.00 \$30.00 \$15.00 \$30.00

- 7. Site Plan Review Fee
  - a. Residential (not in approved subdivision)
- \$150.00 + actual cost of engineering review

	b. Commercial	\$250.00 + actual cost of engineering review
8.	Lot Line Adjustment	\$75.00
9.	Annexation a. Application Fee b. Plat Review Fee c. Annexation Study Fee	\$350.00 \$150.00 Actual Cost
10.	Sign Permits a. Application Fee b. Inspection Fee Application fee shall not apply to temporary no	\$25.00 Actual cost on-profit signs.
11.	Utah County Surveyor Plat review fee	\$125.00
PUBL	IC WORKS:	
1.	Streets a. Street Dedication or Vacation b. Street Name Change Application c. New Street Sign for Name Change Approv	\$300.00 \$100.00 \$75.00 per sign
2.	Concrete Inspection Permits: a. Curb and Gutter b. Sidewalk	\$35.00 \$35.00
3.	<ul> <li>Excavation Permits, Asphalt/Concrete Cuts/Ur</li> <li>a. Excavation bond</li> <li>b. Minimum fee for cuts in paved surfaces more than 3 years old</li> <li>c. Minimum fee for cuts in paved surfaces 3 years old or less</li> <li>d. Land Disturbance Permit</li> </ul>	nimproved Surface \$4,000.00 \$300.00 + 1.50/sq. ft. \$300.00 + 3.00/sq. ft. \$300.00

- 4. Culinary Water Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator.):
  - a. Box Elder and those portions of Willow Canyon and any other areas of the City that cannot be served by pressurized irrigation:

Amount Used	Rate
0 to 8,000 gallons per month (base rate)	\$13.00
Each 1,000 gallons over 8,000 gallons to 60,000 gallons per month	\$0.90
Each 1,000 gallons over 60,000 gallons to 175,000 gallons per month	\$1.40
Each 1,000 gallons over 175,000 gallons per month	\$2.80

b. All other users:

F.

Amount Used	Rate
0 to 8,000 gallons per month (base rate)	\$ <del>13.00</del> 14.00
Each 1,000 gallons over 8,000 gallons to 10,000 gallons per month	\$2.00
Each 1,000 gallons over 10,000 gallons to 12,000 gallons per month	\$3.00
Each 1,000 gallons over 12,000 gallons per month	\$4.00

c. Other utility fees and rates

- (1) Deposit of \$100 refunded after one year of prompt payment
- (2) Transfer of service \$25.00
- (3) Utility service connection \$25.00
- (4) Delinquent & Disconnect/Reconnect a. First time annually \$70.00 + 10% penalty (the \$70.00 + 10% penalty will be waived if the customer signs up for automatic bill pay by credit card through Xpress Bill Pay) b. Subsequent times \$45.00 + 10% penalty (5) Utility tampering fee \$299.00

5. Culinary Water Meter Connection Fee (In Addition to Impact Fee)

Minimum Lot Size Requirements	Meter Size	Fee
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As justified by engineering requirements	2"	\$1,750.00

6. Pressurized Irrigation Connection Fee (in addition to impact fee)

Minimum Lot Size Requirements	Meter Size	Fee
For connections installed as part of the original Pressurized Irrigation System	1"	\$550.00
For connections installed as part of the original Pressurized Irrigation System	1 1⁄2"	\$800.00
As justified by engineering requirements	2"	\$850.00

7. Pressurized Irrigation Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator.):

Users	Rate	
Residential Users		
(1) Non-shareholders in Alpine Irrigation Co.	\$0.001112 per square foot per month	
(2) Shareholders in Alpine Irrigation Co.	\$0.000618 per square foot per month	
Agricultural User	\$1.15 per share per month	

#### 8. Sewer Connection Fee

\$125.00

## 9. Sewer Usage Rate

Amount Used	Rate
0 to 2,000 gallons per month	\$14.40
Each 1,000 gallons over 2,000 gallons per month	\$3.94

Sewer rates are based on average monthly water use from October 1 – March 30.

#### 10. Storm Drain Usage Rate

G.

Parcels	Rate
Residential (1 ERU)	\$5.00 per month
Commercial	The charge shall be based on the total square feet of the measured impervious surface divided by 4,200 square feet (or 1 ERU), and rounded to the nearest whole number. The actual total monthly service charge shall be computed by multiplying the ERU's for a parcel by the rate of \$5.00 per month. See Municipal Code 14-403.6 for available credits.
Undeveloped	No charge

#### 11. Monthly Residential Waste a. Collection Fee (1<sup>st</sup> unit) \$11.50 b. Collection Fee each additional unit 6.00 c. Recycling (1<sup>st</sup> unit) 4.75 d. Recycling each additional unit 4.50 12. Transfer of Utility Service \$25.00 PARKS 1. **Resident General City Park Reservation** \$25.00 use fee \$150 clean-up deposit 2. Non-resident General City Park Reservation \$75.00 use fee \$150 clean-up deposit Sports Use of City Parks 3. Rugby, Soccer, Football, Baseball, etc. \$2 per player 6

4.	Outside Leagues Mass Gathering Event	\$10 per game \$150 use fee \$1,000 deposit
5.	<u>Lambert Park</u> Event - Resident Event - Non-resident Races in Lambert Park	<ul> <li>\$25 + \$150 deposit</li> <li>\$75 + \$150 deposit</li> <li>\$500 + mass gathering fee and deposit</li> </ul>
6.	<u>Rodeo Grounds</u> Event - Resident Event - Non-resident	\$25 + \$150 deposit \$75 + \$150 deposit

#### Н. IMPACT FEES

I.

1.	Storm Drain	\$800.00
2.	Street	\$1,183.32
3.	Park/Trail	\$2,688.00
4.	Sewer	\$492.66
5.	Timpanogos Special Service District (fee passed through)	\$2,475.00
6.	Culinary Water with Pressurized Irrigation	\$1,123.00
7.	Culinary Water without Pressurized Irrigation	\$6,738.00
8.	Pressurized Irrigation	\$0.095/square foot
CEME	TERY	
1. Ab	ove ground marker or monument (upright)	\$75.00
2. Sir	ngle Burial Lot or Space a. Resident b. Ex-Resident c. Non-Resident	\$800.00 \$1,000.00 \$1,300.00

# 3. Opening & Closing Graves

	Weekday	Saturday/Holiday
Resident	\$150.00	\$375.00
Ex-Resident	\$200.00	\$400.00
Non-Resident	\$250.00	\$450.00
Resident Infant (under one year)	\$125.00	\$350.00
Non-Resident Infant (under one year)	\$175.00	\$400.00

4.	Disinterment City will remove all earth and obstacles leaving vault exposed.				
5.	b.	ion Burial of ashes – Resident Burial of ashes – Ex-Resident Burial of ashes – Non-Resident	\$125.00 \$150.00 \$175.00		

#### II. Other Fees

It is not intended by this Resolution to repeal, abrogate, annul or in any way impair or interfere with the existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected above. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this Resolution shall control.

III. This Resolution shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015.

Don Watkins Mayor, Alpine City

ATTEST:

Charmayne G. Warnock Alpine City Recorder

# **Exhibit A**

# Square Foot Construction Costs<sup>n, b, c, d</sup>

	aroup (2006 International Building Code) Type of Construction									
A-1	Assembly theorem with store	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
<u>A-1</u>	Assembly, theaters, with stage	207.99			188.35	177.31	172.08	182.33	161.78	155.8
A-2	Assembly, theaters, without stage	188.37	181.65	176.97	168.72	157.73	152.50	162.70	142.19	136.2
3	Assembly, nightclubs	160.35	155.84	151.87	146.10	137.40	133.56	140.99	124.59	120.4
A-2	Assembly, restaurants, bars, banquet halls		154.84	149.87	145.10	135.40	132.56	139.99	122.59	119.4
A-3	Assembly, churches	191.73	185.01	180.33	172.0B	161.06	155.82	166.06	145.52	139.5
A-3	Assembly, general, community halls, libraries, museums	162.11	155.39	.149.71	142.46	129.82	126.20	136.44	114.89	109.93
1-4	Assembly, arenas	187.37	180.65	174.97	167.72	155.73	151.50	161.70	140.10	105.00
3	Business	161.10	155.30	150.33	143.24	130.34	125.39	137.63	140.19	135.23
	Educational	176.25	170.31	165.47	158.26	148.32	140.74		114.22	109.47
-1	Factory and industrial, moderate hazard	97.68	93.20	87.88	84.96	76.10		153.03	130.54	125.61
-2	Factory and Industrial, low hazard	96.68	92.20	87.88	83.96	76.10	72.71	81.54	62.67	59.24
-1	High Hazard, explosives	91.50	87.02	82.70	78.78		71.71	80.54	62.67	58.24
234	High Hazard	91.50	87.02	82.70	78.78	71.10	66.71	75.36	57.67	N.P.
-5	НРМ	161.10	155.30	150.33	143.24	71.10	66.71	75.36	57.67	53.24
1	Institutional, supervised environment	161.32	155.78	151.61	145.46	130.34	125.39	137.63	114.22	109.47
2	Implify if the second	271.13	265.33	260.35		135.81	132.09	146.81	122,94	118.11
!	lasti it i	189.55	183.75	178.78	253.27	239.63	N.P.	247.66	223.51	N.P.
	I	185.16	179.37	and the second second	171.69	159.17	<u>N.P.</u>	166.08	143.05	N.P.
	Immette at a second sec	161.32	155.7B	174.39	167.30	155.66	149.72	161.69	139.55	132.80
	N/	119.24		151.61	145.46	135.81	132.09	146.81	122.94	118.11
1	Desident's Later	163.43	<u>114.79</u> 157.90	109.76	104.99	95.94	93.10	99.88	83.13	79.95
	Dealst and a second	36.97		153.72	147.58	137.69	133.97	148.68	124.81	119.99
	Desident	29.98	131.44	127.26	121.11	111.95	107.63	122.34	98.47	93.65
	Desidential and the survey		126.37	123.27	120.01	115.61	112.61	118.02	108.33	101.95
	Norman and the t	61.32	155.78	151.61	145.46	135.81	132.09	146.81	122.94	118.11
	Name 1	90.50	86.02	80.70	77.78	69.10	65.71	74.36	55.67	52.24
	fattine	89.50	85.02	80.70	76.78	69.10	64.71	73.36	55.67	51.24
	Jilility, miscellaneous e Garages use Utility, miscellaneous	69.10	65.33	61.44	58.37	52.71	49.14	55.08	41.61	39.61

a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use group) = \$15.00 per sq. ft.
c. For shell only buildings deduct 20 percent.

d. N.P. = not permitted

Electronic files of the latest Building Valuation Data can be downloaded from the Code Council website at www.iccsafe.org/cs/techservices

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42 building safety journal January-February 2009

# EXHIBIT B

# **BUILDING PERMIT FEES (2009 IRC Appendix L)**

Total Valuation				Fee
\$1 to \$500				\$24.00
1	Total	value from \$501 to \$2,	000	
First \$500				\$24.00
Plus \$3 for each additional	\$100 or fracti	on thereof, to and inclu	uding \$2,000	
Total value 100		-5 =	x \$3 =	
100				
			uilding Permit Fee	
	Total va	lue from \$2,001 to \$4	),000	
First \$2,000				\$69.00
plus \$11 for each additiona	l \$1,000 or fra	ction thereof, to and in	1cluding \$40,000	
Total value	=	- 2 =	x \$11 =	
Fotal value				
-,			uilding Permit Fee	1
	Total va	lue from 40,001 to \$10		
First 40,000				\$487.00
plus \$9 for each additional	\$1,000 or frac	tion thereof, to and inc	cluding \$100,000	
Total value	=	- 40 =	x \$9 =	
1,000				
			uilding Permit Fee	
	Total valu	1e from \$100,001 to \$5	00,000	
First \$100,000				\$1,027.00
plus \$7 for each additional	\$1,000 or frac	tion thereof, to and inc	cluding \$500,000	
Total value	-	_100 =	x \$7 =	
1,000			<b>ΑΨ/</b> —	
1,000		Bui	lding Permit Fee	
	Total valu	e from \$500,001 to \$1,		
First \$500,000		, , ,	,	\$3,827.00
plus \$5 for each additional	\$1,000 or frac	tion thereof, to and in	cluding 1,000,000	
Total value	=	- 500 =	x \$5 =	
Total value				
,		Bui	lding Permit Fee	
	Total value	from \$1,000,001 to \$5	,000,000	
First \$1,000,000				\$6,327.00
plus \$3 for each additional	-			
Total value	=	1,000 =	x \$3 =	
1,000				D
,		Bi	ilding Permit Fee	
	Total val	ue from \$5,000,000 an	d over	
First \$5,000,000				\$18,327.00
plus \$1 for each additional	\$1,000 or frac	tion thereof		
Total value	_	- \$5 000 =	x \$1 =	
1,000	<u> </u>	- \$3,000	A.ûl	
1,000		Rı	uilding Permit Fee	

# ALPINE CITY COUNCIL AGENDA

SUBJECT: Public Hearing - Amending the City Budget for Fiscal Year 2014-2015.

FOR CONSIDERATION ON: 9 June 2015

PETITIONER: Rich Nelson, City Administrator, and Alice Winberg, City Finance Officer

ACTION REQUESTED BY PETITIONER: Approval of the amended City Budget for Fiscal Year 2014-2015.

**INFORMATION:** Each year, at the end of the fiscal year, the City has one last budget opening or amendment to the on-going fiscal year budget. Budget openings require a public hearing.

**RECOMMENDED ACTION:** That the City Council hold a public hearing on the proposed budget opening (amendment) for the City's Fiscal Year 2014-2015 Budget.

# ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance No. 2015-09 – Amending the City Budget for Fiscal Year 2014-2015.

FOR CONSIDERATION ON: 9 June 2015

PETITIONER: Rich Nelson, City Administrator, and Alice Winberg, City Finance Officer

ACTION REQUESTED BY PETITIONER: Approval of the amended City Budget for Fiscal Year 2014-2015.

**INFORMATION:** Each year, at the end of the fiscal year, the City has one last budget opening or amendment to the on-going fiscal year budget. Attached is the amended budget and the Ordinance that goes with it.

**RECOMMENDED ACTION:** That the City Council adopt Ordinance No. 2015-09 – An Ordinance Amending and Administering the Alpine City Fiscal Year 2014-15 Annual Budget.

	Budget Admentment Items: FY 2014-2015 Item	<u>Budget</u>	<u>Estimated</u>	Difference	<u>Fund</u>
	Accounting Services/Audit	\$ 11,000.00	\$ 15,500.00	\$ 4,500.00	10
	A single Audit was required on Federal Grant monies received in FY 2014. This was in addition to other audit services rendered.				
	Captial Outlay Buildings	\$ 17,000.00	\$ 35,000.00	\$ 18,000.00	10
a	The remodel at City Hall included additional necessary repairs.				
	<b>Contract/Building Inspector</b> Sunrise Engineering-This overage is due to an increase in building/developing within the City.		\$ 95,000.00	\$ 23,000.00	10
	Building Permit Surcharge	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	10
	This overage is due to an increase in building/developing within the City.				
	Overtime Wages	\$ 32,000.00	\$ 42,000.00	\$ 10,000.00	10,51,52,55
	Overtime wages was paid to employee's in the Street, Water, Pressurized Irrigation, and Sewer Departments. This was due to various call-out emergencies through out the year.				
	Timp Spec Serv Dist Impact Fee	\$ 50,000.00	\$ 87,000.00	\$ 37,000.00	15
	This overage is due to an increase in building/developing within the City.				
	Capital Outlay Building	\$ -	\$ 95,074.00	\$ 95,074.00	45

This overage is due to a payment made to the Utah Valley Dispatch Spec. Serv. District. It is Alpine City's portion for the new dispatch building.

<b>Captial Outlay Other</b> This overage is due to additioanl projects completed.	\$ 75,000.00	\$ 80,000.00	\$ 5,000.00	45
Capital Outlay Equipment	\$ 54,633.00	\$ 65,000.00	\$ 10,367.00	45
This overage is due to additional				

equipment purchased this year.

# ORDINANCE NO. 2015-09

# AN ORDINANCE AMENDING AND ADMINISTERING THE ALPINE CITY FISCAL YEAR 2014-15 ANNUAL BUDGET

**WHEREAS**, it is deemed desirable and in the best interest of the City of Alpine, Utah to adopt the annual budget for the operations, debt amortization, and capital outlay of the City.

# NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ALPINE DO ADOPT AND ORDAIN AS FOLLOWS:

# ARTICLE 1 DEFINITIONS

SECTION 1. "BUDGET YEAR" means the 2014 - 2015 fiscal year for which this budget is made.

SECTION 2. "FISCAL YEAR" means that year which begins on the first day of July, 2014, and ends on the last day of June, 2015.

# ARTICLE II BUDGET ESTABLISHES APPROPRIATIONS

# SECTION 1. APPROPRIATIONS.

From the effective date of the budget as outlined in the attached Exhibit "A", the several amounts stated therein as proposed expenditures, shall address the several objects and purposes therein named.

# SECTION 2. ANTICIPATED REVENUES.

The amended anticipated revenues shall include revenue from all sources, including grants and loans and shall be classified in accordance with the chart of accounts of the municipality.

SECTION 3. FUND BALANCE.

The fund balance shall be available for emergency appropriation by the City Council.

# SECTION 4. ANTICIPATED SURPLUS FROM MUNICIPAL UTILITY OR ENTERPRISE FUNDS.

The anticipated revenue and proposed expenditures of each utility or other public service enterprise owned or operated by the city is stated in a separate section of the budget (See attached Exhibit A); and as to each such utility, an anticipated surplus, if legally available for general purposes and to the extent such surplus is to be used to support budget operation, is stated as an item of revenue in the budget.

# ARTICLE III ADMINISTRATION OF BUDGET, FINANCIAL CONTROL

SECTION 1. APPROVAL OF EXPENDITURES.

The City Administrator shall be the Finances Director and have charge of the administration of the financial affairs of the city and to that end shall supervise and be responsible for the disbursement of all monies and have control over all expenditures to insure that appropriations are not exceeded. He shall exercise financial budgetary control over each office, department and agency and shall cause separate accounts to be kept for the items of appropriation contained in the budget.

# ARTICLE IV SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application of the ordinance which can be given effect without the invalid provision or applications; and to this end the provisions of the ordinance are severable.

# ARTICLE V ADOPTION & EFFECTIVE DATE

This Ordinance is hereby adopted the 9<sup>th</sup> day of June 2015 and shall be effective for the Fiscal Year 2014 -2015.

Don Watkins, Mayor

ATTEST:

Charmayne G. Warnock City Recorder

# Exhibit "A" Alpine City Fiscal Year 2014-2015 Budget Amended 6/23/2015

10 General Fund		
Revenue	\$	4,302,508.00
Expenditures	\$	4,302,508.00
15 Impact Fees		
Revenue	¢	232,000.00
	\$ \$	232,000.00
Expenditures	Ş	232,000.00
45 Capital Improvments		
Revenue	\$ \$	243,074.00
Expenditures	\$	243,074.00
51 Water Fund		
Revenue	Ś	735,733.00
Expenditures	\$ \$	735,733.00
Experiances	Ŷ	
52 Sewer Fund		
Revenue	\$ \$	1,162,633.00
Expenditures	\$	1,162,633.00
55 Pressure Irrigation Fund		
Revenue	\$	1,250,249.00
Expenditures	\$ \$	1,250,249.00
56 Storm Drain Fund		
Revenue	¢	342,673.00
	\$ \$	342,673.00
Expenditures	Ş	542,075.00
70 Trust & Agency Fund		
Revenue	\$ \$	800.00
Expenditures	\$	800.00
71 Cemetery Perpetual Care		
Revenue	\$	12,500.00
Expenditures	Ş	12,500.00
experiatores	4	

# ALPINE CITY COUNCIL AGENDA

**SUBJECT: Retaining Wall Ordinance** 

FOR CONSIDERATION ON: 9 June 2015

**PETITIONER:** Planning Commission

ACTION REQUESTED BY PETITIONER: Adopt Ordinance No. 2015-07

APPLICABLE STATUTE OR ORDINANCE: Section 3.1.9.1 (Amendments)

PETITION IN COMPLIANCE WITH ORDINANCE: Yes

# **BACKGROUND INFORMATION:**

The Alpine City Planning Commission asked the staff to look into drafting a retaining wall ordinance. Jed Muhlestein has worked with Alan Taylor (Geotechnical Engineer) to draft an ordinance. Alan Taylor has previously worked with Draper City in drafting their retaining wall ordinance.

# PLANNING COMMISSION RECOMMENDATION:

Bryce Higbee moved to recommend the adoption of the retaining wall ordinance as proposed with the discussed changes being made before final approval.

1. Article 3.32 remove first sentence where it states: When in the opinion of the Development

Review Committee (DRC), the best interest of the City would not be served by the literal enforcement

of the retaining wall standards as outlined in this ordinance.

2. Article 3.32.3.5.6 the sentence was changed to state: Shrubs shall be watered by drip irrigation

to minimize erosion by property owner, not by Alpine City.

3. Article 3.32.3.6.6.e the sentence was changed to state: Concrete cantilever walls shall be designed in

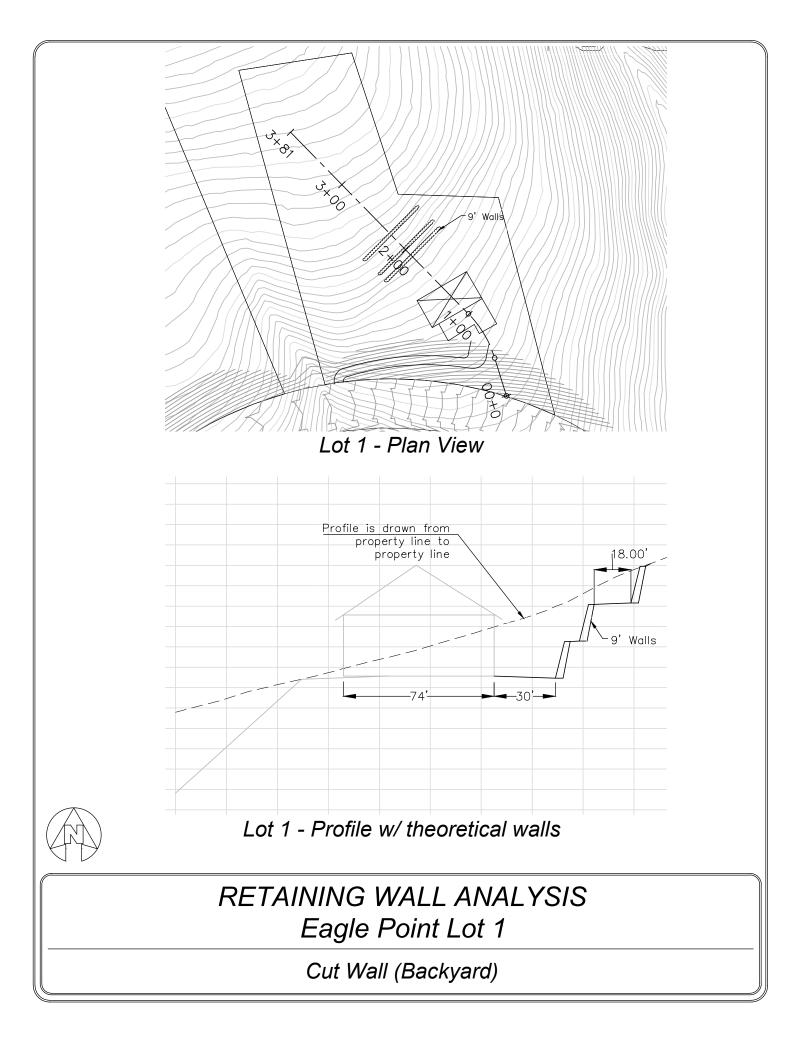
general accordance with specifications provided in current American Concrete Institute or American

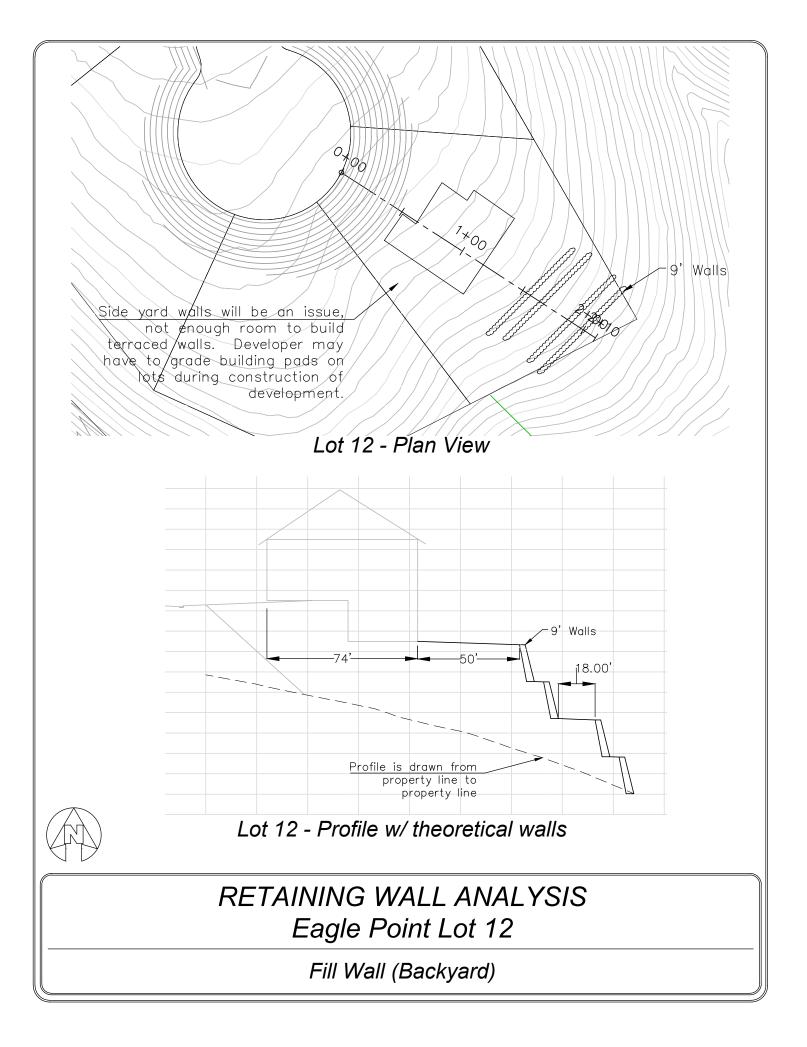
Society of Civil Engineers standards and specifications.

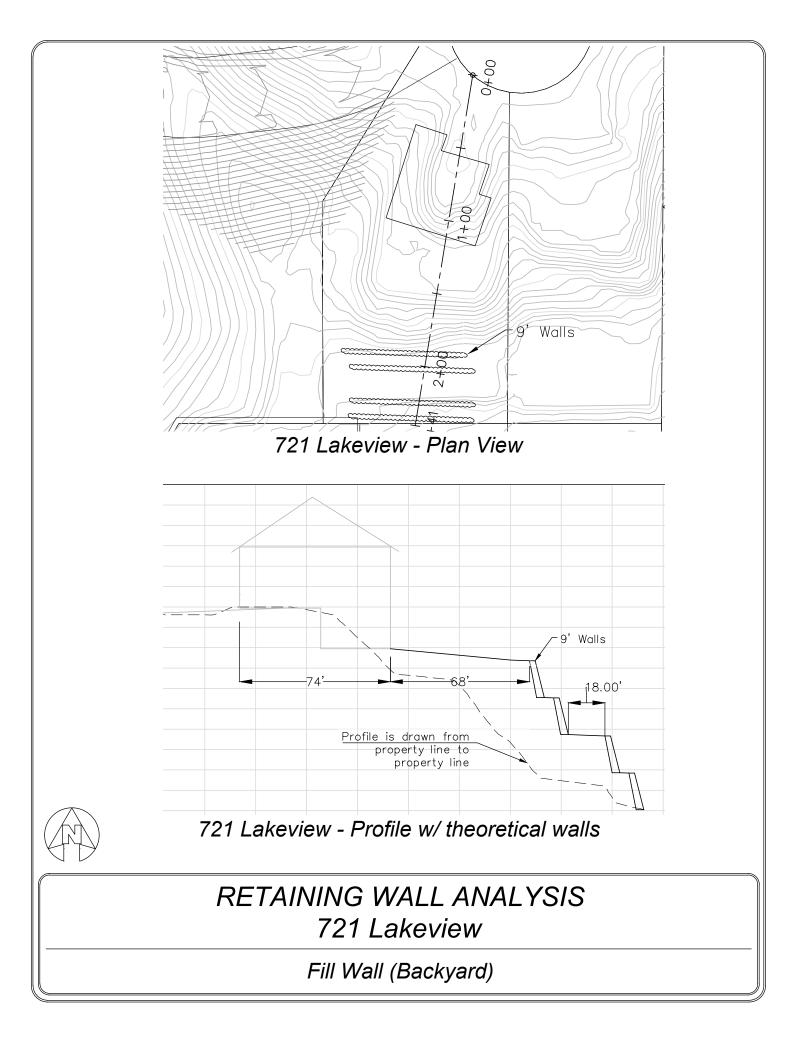
Steve Swanson seconded the motion. The motion passed and was unanimous with 7 Ayes and 0 Nays. Bryce Higbee, Jason Thelin, David Fotheringham, Steve Cosper, Jane Griener, Steve Swanson and Judi Pickell all voted Aye.

# **STAFF RECOMMENDATION:**

That the Planning Commission discuss the proposed ordinance and make a recommendation to the City Council.







#### ORDINANCE\_\_\_\_\_

# AN ORDINACE OF ALPINE CITY AMENDING ARTICLE(S)\_\_\_\_\_OF THE ALPINE CITY DEVELOPMENT CODE RELATED TO THE DESIGN AND REVIEW OF RETAINING WALLS

WHEREAS, retaining wall construction can cause potential danger to life and property;

WHEREAS, the International Building Code requires a building permit for walls over four feet;

**WHEREAS**, there are a variety of guidelines and construction specifications to assist in the proper design of retaining walls over four feet prior to submitting for a building permit;

**WHEREAS**, retaining walls perform differently when built in different soils and must be designed with specific soil information incorporated into the design;

**WHEREAS**, Alpine City desires to provide clear direction about what is required for a retaining wall building permit; and

WHEREAS, the proposed zoning ordinance text amendment set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions;

**NOW, THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF ALPINE CITY, STATE OF UTAH, AS FOLLOWS:

Article 1. **Amendment**. Articles \_\_\_\_\_\_ of the Alpine City Development Code is/are hereby amended to read in its entirety as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Article 2. Severability. .....

Article 3. Effective Date......

PASSED AND ADOPTED BY THE CITY COUNCIL OF ALPINE CITY, STATE OF UTAH, THIS\_\_\_\_DAY OF\_\_\_\_\_, 2015.

ATTEST:

ALPINE CITY

City Recorder

Mayor

By:

# Article 3.1.11.45 Retaining Wall: Any structure designed to resist the lateral displacement of soil or other materials. Examples include block walls, rock walls, concrete walls, and segmented walls. A retaining wall is not considered a fence.

- 46. **SIGN**. Any device for visual communication to the public displayed out-of-doors, including signs painted on exterior walls, and interior illuminated signs, to be viewed from out-of-doors, but not including a flag, badge, or ensign of any government or government agency.
- 47. STREET, PUBLIC. A thoroughfare which has been dedicated and accepted by proper public authority (or abandoned to the public) or a thoroughfare not less than twenty-four (24) feet wide which has been made public by right of use and which affords the principal means of access to abutting property.
- 48. **STRUCTURE**. Anything constructed, the use of which requires fixed location upon the ground, or attached to something having a fixed location upon the ground, and which creates an impervious material on or above the ground; definition includes "building."
- 49. **YARD.** A required space on a lot other than a court, unoccupied and unobstructed from the ground upward, by buildings, except as otherwise provided herein.
- 50. **YARD, FRONT**. A space between the front of the main building on a lot and the front lot line or line of an abutting street or right-of-way and extending across the full width of a lot. The depth (or setback) of the front yard is the minimum distance between the front lot line, and the front-most part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches, and decks).
- 51. YARD, REAR. A space between the back wall of the nearest main building extending the full width of the lot and the lot line that is most distant from, and is most nearly parallel with, the front lot line. If the rear lot line is less than ten feet (10') in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a ten foot (10') line parallel to the front line, lying wholly within the lot for the purpose of establishing the minimum rear yard. The depth (or setback) of the rear yard is the minimum distance between the rear lot line and the rearmost part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches and decks. See drawing in Appendix A). (Ord. 2004-13, 9/28/04)
- 52. **YARD, SIDE**. A yard that is neither a front yard nor a rear yard. The depth (or setback) of the side yard is the minimum distance between the side lot line and the nearest part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches and decks).
- 53. **ZONING LOT** (Ord. 94-02, 2/8/94). A lot or parcel of land which:
  - a.Meets all area (lot size), frontage (width), setback (yard), and other zoning requirements applicable within the zone in which it is located;
  - b. Abuts upon and has direct access to a street which has been dedicated to the City or otherwise accepted by the City as a City Street;
  - c. Is served by the minimum level of improvements required for issuance of a building permit or for which the construction of the minimum level of improvements is secured through the posting of a performance guarantee; and
  - d. Is shown as a separate lot on the final plat of a subdivision or similar development, which has been approved in accordance with the applicable ordinance, or is legally exempted from compliance with said ordinance. A parcel which is part of an unapproved or illegal subdivision shall not qualify as a zoning lot.

- 3.32.1. Applicability. This section applies to all retaining walls as defined in Article 3.1.11.45
- **3.32.2. Exceptions from Article 3.32.** When in the opinion of the Development Review Committee (DRC), the best interest of the City would not be served by the literal enforcement of the retaining wall standards as outlined in this ordinance, tThe City Council may grant an exception from these standards. Prior to the City Council considering the exception, the DRC shall submit a written recommendation to the Planning Commission. The recommended exception shall be based on generally accepted planning and engineering. The Planning Commission shall review the recommendation and advise the City Council as to whether or not the exception should or should not be granted.
- **3.32.3. Purpose and Intent.** The purpose of this ordinance and the intent of the City Council in its adoption is to promote the health and safety and general welfare of the present and future inhabitants of Alpine City. The ordinance will accomplish this purpose by:
  - <u>Building Permit Required</u>. Except as otherwise provided in Subsection (2), all retaining walls require a building permit prior to construction or alteration. Permit applications shall be processed and issued in accordance with building permit procedures and applicable provisions of this section. Building permit review fees will be assessed and collected at the time the permit is issued.
  - 2. <u>Building Permit Exemptions</u>. The following do not require a building permit-
    - 1. Retaining walls less than four feet in exposed height with less than 10H:1V (Horizontal: Vertical) front and back slopes within ten feet of the wall—;
    - 2. Non-tiered retaining walls less than four feet in exposed height with back slopes flatter than or equal to 2H:1V and having front slopes no steeper than or equal to 4H:1V;
    - Double tiered retaining walls less than three feet in exposed height per wall and which have front slopes and back slopes of each wall no steeper than or equal to 10H:1V within ten feet of the walls, 1.5 foot spacing between the front face of the upper wall and back edge of the lower wall;
    - 4. Retaining walls less than 50 square feet in size, less than 4 feet tall.
  - **3.** <u>Geologic Hazards.</u> If construction of any retaining wall, which requires a building permit, occurs within sensitive land areas as outlined by Article 3.12, then all analyses required for the design of retaining walls or rock protected slopes shall follow the Sensitive Land Ordinance, specifically in regards to limits of disturbance and the required geologic hazard and engineering geology reports (3.12.6.4).
  - 4. <u>Engineer Design Required.</u> All retaining walls required to obtain a building permit shall be designed by an engineer licensed by the State of Utah.
  - 5. <u>Height, Separation, and Plantings.</u>
    - 1. For the purposes of this subsection, the height of a retaining wall is measured as exposed height (H) of wall of an individual tier.
    - 2. A single retaining wall shall not exceed nine feet in height if exposed or can be seen from the nearest public right-of-way to which it is exposed.
    - 3. Terracing of retaining walls is permitted where justified by topographic conditions, but the combined height of all walls shall not exceed a height of 18 feet if exposed or can be seen from the nearest public right-of-way or adjacent properties. Walls with a separation of at least 2H (H of largest of 2 walls) from face of wall to face of wall shall be considered as separate walls for analysis purposes and applicability to this ordinance. If walls are

within 2H (H of largest of 2 walls), then the combined height of the terrace shall be used for limitation of height.

- 4. In a terrace of retaining walls, a minimum horizontal separation of H/2 (H of largest of 2 walls) is required as measured from back of lower wall to face of higher wall. If the walls are not viewable from the nearest public right-of-way or adjacent properties, then there is no limitation of height.
- 5. The view of the nearest public right-of-way or adjacent property shall be verified by the City Official during the review process and prior to permit for construction.
- 6. For terraced walls viewable from the nearest public right-of-way, the horizontal separation between walls shall be planted with a minimum of five shrubs for every 20 linear feet of planting area. The size of the shrubs shall be less than one-half the width of the terrace. Shrubs shall be watered by drip irrigation to minimize erosion by property owner, not by Alpine City.
- **6.** <u>Submittals.</u> The following documents and calculations prepared by a licensed engineer of the State of Utah shall be submitted with each retaining wall building permit application:
  - 1. profile drawings if the retaining wall is longer than 50 lineal feet, with the base elevation, exposed base elevation and top of wall labeled at the ends of the wall and every 50 linear feet or change in grade;
  - cross-sectional drawings including surface grades and structures located in front and behind the retaining wall a distance equivalent to three times the height of the retaining wall, and if the retaining wall is supporting a slope, then the cross section shall include the entire slope plus surface grades and structures within a horizontal distance equivalent to one times the height of slope;
  - 3. a site plan showing the location of the retaining walls with the base elevation, exposed base elevation and top of wall labeled at the ends of wall and every 50 lineal feet or change in grade;
  - 4. a copy of the geotechnical report used by the design engineer. The geotechnical report shall include requirement of Item 5 below otherwise additional laboratory testing is required in Item 5;
  - 5. material strength parameters used in the design of the retaining wall, substantiated with laboratory testing of the materials as follows:
    - a. for soils, this may include, but is not limited to, unit weights, direct shear tests, triaxial shear tests and unconfined compression tests;
    - b. if laboratory testing was conducted from off-site but similar soils within a 2000 foot radius of the proposed wall location, the results of the testing with similar soil classification testing needs to be submitted;
    - c. minimum laboratory submittal requirements are the unit weight of retained soils, gradation for cohesionless soils, Atterberg limits for cohesive soils, and shear test data;
    - d. soil classification testing shall be submitted for all direct shear or triaxial shear tests;

- e. if a Proctor is completed, classification testing shall be submitted with the Proctor result; and,
- f. laboratory testing should be completed in accordance with applicable American Society for Testing and Materials (ASTM) standards;
- g. for segmented block walls, the manufacturer's test data for the wall facing, soil reinforcement, and connection parameters shall be submitted in an appendix;
- the design engineer shall indicate the design standard used and supply a printout of the input and output of the files in an appendix with factors of safety within the design standard used as follows;
  - a. design calculations ensuring stability against overturning, base sliding, excessive foundation settlement, bearing capacity, internal shear and global stability;
  - b. calculations shall include analysis under static and seismic loads, which shall be based on the PGA as determined from probabilistic analysis for the maximum credible earthquake (MCE), with spectral acceleration factored for site conditions in accordance with the current IBC;
  - c. Mechanically Stabilized Earth (MSE) walls shall be designed in general accordance with current FHWA or AASHTO standards for design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes or the current National Concrete Masonry Association (NCMA) Design Manual for Segmental Retaining Walls-;
  - rock walls shall be designed in general accordance with 2006 FHWA-CFL/TD-06-006 "Rockery Design and Construction Guidelines," or current FHWA standard of care and<sub>72</sub>
  - e. concrete cantilever walls shall be designed in general accordance with specifications provided in current American Concrete Institute or American Society of Civil Engineers <u>publicationsstandards and</u> <u>specifications</u>;.
- 7. a global stability analysis with minimum factors of safety of at least 1.50 under static conditions and at least 1.10 under seismic loading conditions as follows:
  - a. factors of safety results shall be presented to the nearest hundredth;
  - b. seismic loads shall be based on the PGA as determined from probabilistic analysis for the maximum credible earthquake (MCE), with spectral acceleration factored for site conditions in accordance with the current IBC;
  - c. the cross-sectional view of each analysis shall be included, and the printout of the input and output files placed in an appendix; and,
  - d. the global stability analysis may be omitted for concrete cantilever retaining walls that extend to frost depth, that are less than nine feet in exposed height, absent of supporting structures within 30 feet of the top of the wall, and which have less than 10H:1V front and back slopes within 30 feet of the retaining structure;

- a drainage design, including a free draining gravel layer wrapped in filter fabric located behind the retaining wall with drain pipe day-lighting to a proper outlet or weep holes placed through the base of the wall, however<sub>7</sub>;
  - a. a synthetic drainage composite may be used behind MSE walls if a materials specific shear testing is completed to determined friction properties between the backfill and synthetic drainage composite;
  - b. a synthetic drainage composite is not allowed behind rock walls;
  - c. a synthetic drainage composite may be used behind the stem of the concrete cantilever walls-:
  - d. if the engineering can substantiate proper filtering between the retained soils and the drain rock, then the filter fabric may be omitted; and,
  - e. if the retaining wall is designed to withstand hydrostatic pressures or the retained soils or backfill is free-draining as substantiated through appropriate testing, then drainage material may be omitted from the design;
- 9. the design engineer's acknowledgement that the site is suitable for the retaining wall;
- 10. an inspection frequency schedule.
- 7. <u>Preconstruction Meeting</u>. At least 48 hours prior to the construction of any approved retaining wall, a preconstruction meeting shall be held as directed by the Building Official. The meeting shall include the Building Official, the design engineer, the contractor and the project or property owner. The preconstruction meeting can be waived at the discretion of the Building Official.
- 8. <u>Inspections and Final Report</u>. The design engineer shall make all inspections needed during construction. A final report from the engineer shall state that the retaining wall was built according to the submitted design. The report shall include detail of the inspections of the wall in accordance with the inspection frequency schedule. All pertinent compaction testing shall also be included with the final report.
- **9.** <u>Maintenance</u>. All retaining walls shall be maintained in a structurally safe and sound condition and in good repair.

#### ORDINANCE NO. 2015-07

# AN ORDINANCE OF ALPINE CITY ADOPTING ARTICLE 3.32 OF THE ALPINE CITY DEVELOPMENT CODE RELATED TO THE DESIGN AND REVIEW OF RETAINING WALLS

WHEREAS, retaining wall construction can cause potential danger to life and property;

WHEREAS, the International Building Code requires a building permit for walls over four feet;

**WHEREAS**, there are a variety of guidelines and construction specifications to assist in the proper design of retaining walls over four feet prior to submitting for a building permit;

**WHEREAS**, retaining walls perform differently when built in different soils and must be designed with specific soil information incorporated into the design;

**WHEREAS**, Alpine City desires to provide clear direction about what is required for a retaining wall building permit; and

**WHEREAS**, the proposed zoning ordinance set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions;

**NOW, THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF ALPINE CITY, STATE OF UTAH, AS FOLLOWS:

Article 3.32 of the Alpine City Development Code is/are hereby adopted to read in its entirety as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

This Ordinance shall take effect upon posting.

# PASSED AND ADOPTED BY THE CITY COUNCIL OF ALPINE CITY, STATE OF UTAH, THIS 26th DAY OF MAY , 2015.

ATTEST:

ALPINE CITY

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

City Recorder

Mayor

# EXHIBIT "A"

- Article 3.1.11 45. RETAINING WALL. Any structure designed to resist the lateral displacement of soil or other materials. Examples include block walls, rock walls, concrete walls, and segmented walls. A retaining wall is not considered a fence.
  - 46. **SIGN**. Any device for visual communication to the public displayed out-of-doors, including signs painted on exterior walls, and interior illuminated signs, to be viewed from out-of-doors, but not including a flag, badge, or ensign of any government or government agency.
  - 47. STREET, PUBLIC. A thoroughfare which has been dedicated and accepted by proper public authority (or abandoned to the public) or a thoroughfare not less than twenty-four (24) feet wide which has been made public by right of use and which affords the principal means of access to abutting property.
  - 48. **STRUCTURE**. Anything constructed, the use of which requires fixed location upon the ground, or attached to something having a fixed location upon the ground, and which creates an impervious material on or above the ground; definition includes "building."
  - 49. **YARD.** A required space on a lot other than a court, unoccupied and unobstructed from the ground upward, by buildings, except as otherwise provided herein.
  - 50. **YARD**, **FRONT**. A space between the front of the main building on a lot and the front lot line or line of an abutting street or right-of-way and extending across the full width of a lot. The depth (or setback) of the front yard is the minimum distance between the front lot line, and the front-most part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches, and decks).
  - 51. **YARD, REAR.** A space between the back wall of the nearest main building extending the full width of the lot and the lot line that is most distant from, and is most nearly parallel with, the front lot line. If the rear lot line is less than ten feet (10') in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a ten foot (10') line parallel to the front line, lying wholly within the lot for the purpose of establishing the minimum rear yard. The depth (or setback) of the rear yard is the minimum distance between the rear lot line and the rearmost part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches and decks. See drawing in Appendix A). (Ord. 2004-13, 9/28/04)
  - 52. **YARD, SIDE**. A yard that is neither a front yard nor a rear yard. The depth (or setback) of the side yard is the minimum distance between the side lot line and the nearest part of the primary structure of the nearest main building at the foundation level. (Primary structure includes overhangs, porches and decks).
  - 53. ZONING LOT (Ord. 94-02, 2/8/94). A lot or parcel of land which:
    - a. Meets all area (lot size), frontage (width), setback (yard), and other zoning requirements applicable within the zone in which it is located;
    - b. Abuts upon and has direct access to a street which has been dedicated to the City or otherwise accepted by the City as a City Street;
    - c. Is served by the minimum level of improvements required for issuance of a building permit or for which the construction of the minimum level of improvements is secured through the posting of a performance guarantee; and
    - d. Is shown as a separate lot on the final plat of a subdivision or similar development, which has been approved in accordance with the applicable ordinance, or is legally exempted from compliance with said ordinance. A parcel which is part of an unapproved or illegal subdivision shall not qualify as a zoning lot.

- **3.32.1.** Applicability. This section applies to all retaining walls as defined in Article 3.1.11.45
- **3.32.2. Exceptions from Article 3.32.** The City Council may grant an exception from these standards. Prior to the City Council considering the exception, the DRC shall submit a written recommendation to the Planning Commission. The recommended exception shall be based on generally accepted planning and engineering. The Planning Commission shall review the recommendation and advise the City Council as to whether or not the exception should or should not be granted.
- **3.32.3. Purpose and Intent.** The purpose of this ordinance and the intent of the City Council in its adoption is to promote the health and safety and general welfare of the present and future inhabitants of Alpine City. The ordinance will accomplish this purpose by:
  - 1. <u>Building Permit Required</u>. Except as otherwise provided in Subsection (2), all retaining walls require a building permit prior to construction or alteration. Permit applications shall be processed and issued in accordance with building permit procedures and applicable provisions of this section. Building permit review fees will be assessed and collected at the time the permit is issued.
  - 2. <u>Building Permit Exemptions</u>. The following do not require a building permit-
    - 1. Retaining walls less than four feet in exposed height with less than 10H:1V (Horizontal: Vertical) front and back slopes within ten feet of the wall.
      - 2. Non-tiered retaining walls less than four feet in exposed height with back slopes flatter than or equal to 2H:1V and having front slopes no steeper than or equal to 4H:1V;
      - 3. Double tiered retaining walls less than three feet in exposed height per wall and which have front slopes and back slopes of each wall no steeper than or equal to 10H:1V within ten feet of the walls, 1.5 foot spacing between the front face of the upper wall and back edge of the lower wall;
      - 4. Retaining walls less than 50 square feet in size, less than 4 feet tall.
  - **3.** <u>Geologic Hazards.</u> If construction of any retaining wall, which requires a building permit, occurs within sensitive land areas as outlined by Article 3.12, then all analyses required for the design of retaining walls or rock protected slopes shall follow the Sensitive Land Ordinance, specifically in regards to limits of disturbance and the required geologic hazard and engineering geology reports (3.12.6.4).
  - 4. <u>Engineer Design Required.</u> All retaining walls required to obtain a building permit shall be designed by an engineer licensed by the State of Utah.
  - 5. Height, Separation, and Plantings.
    - 1. For the purposes of this subsection, the height of a retaining wall is measured as exposed height (H) of wall of an individual tier.
    - 2. A single retaining wall shall not exceed nine feet in height if exposed or can be seen from the nearest public right-of-way to which it is exposed.
    - 3. Terracing of retaining walls is permitted where justified by topographic conditions, but the combined height of all walls shall not exceed a height of 18 feet if exposed or can be seen from the nearest public right-of-way or adjacent properties. Walls with a separation of at least 2H (H of largest of 2 walls) from face of wall to face of wall shall be considered as separate walls for analysis purposes and applicability to this ordinance. If walls are within 2H (H of largest of 2 walls), then the combined height of the terrace shall be used for limitation of height.
    - 4. In a terrace of retaining walls, a minimum horizontal separation of H/2 (H of largest of 2 walls) is required as measured from back of lower wall to

face of higher wall. If the walls are not viewable from the nearest public right-of-way or adjacent properties, then there is no limitation of height.

- 5. The view of the nearest public right-of-way or adjacent property shall be verified by the City Official during the review process and prior to permit for construction.
- 6. For terraced walls viewable from the nearest public right-of-way, the horizontal separation between walls shall be planted with a minimum of five shrubs for every 20 linear feet of planting area. The size of the shrubs shall be less than one-half the width of the terrace. Shrubs shall be watered by drip irrigation to minimize erosion by property owner, not by Alpine City.
- **6.** <u>Submittals.</u> The following documents and calculations prepared by a licensed engineer of the State of Utah shall be submitted with each retaining wall building permit application:
  - 1. profile drawings if the retaining wall is longer than 50 lineal feet, with the base elevation, exposed base elevation and top of wall labeled at the ends of the wall and every 50 linear feet or change in grade;
  - 2. cross-sectional drawings including surface grades and structures located in front and behind the retaining wall a distance equivalent to three times the height of the retaining wall, and if the retaining wall is supporting a slope, then the cross section shall include the entire slope plus surface grades and structures within a horizontal distance equivalent to one times the height of slope;
  - 3. a site plan showing the location of the retaining walls with the base elevation, exposed base elevation and top of wall labeled at the ends of wall and every 50 lineal feet or change in grade;
  - 4. a copy of the geotechnical report used by the design engineer. The geotechnical report shall include requirement of Item 5 below otherwise additional laboratory testing is required in Item 5;
  - 5. material strength parameters used in the design of the retaining wall, substantiated with laboratory testing of the materials as follows:
    - a. for soils, this may include, but is not limited to, unit weights, direct shear tests, triaxial shear tests and unconfined compression tests;
    - b. if laboratory testing was conducted from off-site but similar soils within a 2000 foot radius of the proposed wall location, the results of the testing with similar soil classification testing needs to be submitted;
    - c. minimum laboratory submittal requirements are the unit weight of retained soils, gradation for cohesionless soils, Atterberg limits for cohesive soils, and shear test data;
    - d. soil classification testing shall be submitted for all direct shear or triaxial shear tests;
    - e. if a Proctor is completed, classification testing shall be submitted with the Proctor result; and,
    - f. laboratory testing should be completed in accordance with applicable American Society for Testing and Materials (ASTM) standards;
    - g. for segmented block walls, the manufacturer's test data for the wall facing, soil reinforcement, and connection parameters shall be submitted in an appendix.

- 6. the design engineer shall indicate the design standard used and supply a printout of the input and output of the files in an appendix with factors of safety within the design standard used as follows:
  - a. design calculations ensuring stability against overturning, base sliding, excessive foundation settlement, bearing capacity, internal shear and global stability;
  - b. calculations shall include analysis under static and seismic loads, which shall be based on the PGA as determined from probabilistic analysis for the maximum credible earthquake (MCE), with spectral acceleration factored for site conditions in accordance with the current IBC;
  - c. Mechanically Stabilized Earth (MSE) walls shall be designed in general accordance with current FHWA or AASHTO standards for design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes or the current National Concrete Masonry Association (NCMA) Design Manual for Segmental Retaining Walls;
  - d. rock walls shall be designed in general accordance with 2006 FHWA-CFL/TD-06-006 "Rockery Design and Construction Guidelines," or current FHWA standard of care and;
  - e. concrete cantilever walls shall be designed in general accordance with specifications provided in current American Concrete Institute or American Society of Civil Engineers standards and specifications.
- 7. a global stability analysis with minimum factors of safety of at least 1.50 under static conditions and at least 1.10 under seismic loading conditions as follows:
  - a. factors of safety results shall be presented to the nearest hundredth;
  - b. seismic loads shall be based on the PGA as determined from probabilistic analysis for the maximum credible earthquake (MCE), with spectral acceleration factored for site conditions in accordance with the current IBC;
  - c. the cross-sectional view of each analysis shall be included, and the printout of the input and output files placed in an appendix; and,
  - d. the global stability analysis may be omitted for concrete cantilever retaining walls that extend to frost depth, that are less than nine feet in exposed height, absent of supporting structures within 30 feet of the top of the wall, and which have less than 10H:1V front and back slopes within 30 feet of the retaining structure.
- 8. a drainage design, including a free draining gravel layer wrapped in filter fabric located behind the retaining wall with drain pipe day-lighting to a proper outlet or weep holes placed through the base of the wall, however:
  - a. a synthetic drainage composite may be used behind MSE walls if a materials specific shear testing is completed to determined friction properties between the backfill and synthetic drainage composite;
  - b. a synthetic drainage composite is not allowed behind rock walls;
  - c. a synthetic drainage composite may be used behind the stem of the concrete cantilever walls;
  - d. if the engineering can substantiate proper filtering between the retained soils and the drain rock, then the filter fabric may be omitted, and;
  - e. if the retaining wall is designed to withstand hydrostatic pressures or the retained soils or backfill is free-draining as substantiated through

appropriate testing, then drainage material may be omitted from the design.

- 9. the design engineer's acknowledgement that the site is suitable for the retaining wall;
- 10. an inspection frequency schedule.
- 7. <u>Preconstruction Meeting</u>. At least 48 hours prior to the construction of any approved retaining wall, a preconstruction meeting shall be held as directed by the Building Official. The meeting shall include the Building Official, the design engineer, the contractor and the project or property owner. The preconstruction meeting can be waived at the discretion of the Building Official.
- 8. <u>Inspections and Final Report</u>. The design engineer shall make all inspections needed during construction. A final report from the engineer shall state that the retaining wall was built according to the submitted design. The report shall include detail of the inspections of the wall in accordance with the inspection frequency schedule. All pertinent compaction testing shall also be included with the final report.
- 9. <u>Maintenance</u>. All retaining walls shall be maintained in a structurally safe and sound condition and in good repair.

# ALPINE CITY COUNCIL AGENDA

SUBJECT: Letter of Engagement, Greg Ogden CPA

FOR CONSIDERATION ON: June 9, 2015

**PETITIONER: Richard Nelson, City Administrator** 

ACTION REQUESTED BY PETITIONER: That the City Council approved the Letter of Engagement with Greg Ogden, CPA, to provide audit services to the City.

**INFORMATION:** This year the City Council requested that the City do an RFP for audit services for audit services. The RFP was sent out and four firms responded. At the Council's May 12, 2015 meeting, the Council chose Greg Ogden to continue providing audit services to the City. Attached is the proposed Letter of Engagement with Greg Ogden to provide audit services.

**RECOMMENDED ACTION:** That the City Council approve the Letter of Engagement with Greg Ogden, CPA, to provide audit services to Alpine City.

May 22, 2015

Honorable Mayor, Members of the City Council and Management of Alpine City:

I am pleased to confirm my understanding of the services I am to provide Alpine City, Utah for the year ended June 30, 2015. I will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Alpine City as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Alpine City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to Alpine City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

#### Management's Discussion and Analysis

I have also been engaged to report on supplementary information other than RSI that accompanies Alpine City's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole, in a report combined with my auditor's report on the financial statements:

#### **Combining Fund Statements**

#### Audit Objectives

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Alpine City and other procedures I consider necessary to enable me to express such opinions. I will issue a written report upon completion of my audit of Alpine City's financial

statements. My report will be addressed to the management and the City Council of Alpine City. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or issue reports, or may withdraw from this engagement.

I will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during my audit I become aware that Alpine City, Utah is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any material abuse that comes to my attention. My responsibility as auditor is limited to the period covered by my audit and does not extend to later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures - Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of Alpine City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

I will also assist in preparing financial statements and related notes of Alpine City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

#### Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information which I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements

and for confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants, and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that I report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possess suitable skill, knowledge, or experience, to evaluate the adequacy and results of those services, and accept responsibility for them.

#### **Engagement Administration, Fees and Other**

I understand that your employees will prepare all cash or other confirmations I request and will locate any documents selected by me for testing.

I will provide copies of my reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Greg Ogden, CPA P.C. and

constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the Utah State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Greg Ogden, CPA. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Office of the Utah State Auditor. If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to begin my audit as soon as you provide me with the finalized June 30, 2015 financial statements and to issue my report no later than December 31, 2015. Greg Ogden is the engagement partner and is responsible for supervising the engagement and signing the reports.

My fees are determined by the time spent on an engagement and are based on a standard hourly rate. I estimate that my fee for professional services described will be \$8,500 for the audit of your 2015 basic financial statements. The fee is based on the assumption that the City's books and records are posted up to date through June 30, 2015 and that timely assistance will be rendered by City personnel in the preparation of detailed schedules and providing substantiating information and detail as required. Additionally, I will assist you in preparing a draft version of your financial statements. My fee for this separate service is \$1,000.

I appreciate the opportunity to be of service to Alpine City, Utah and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Sincerely,

Greg Ogden, Certified Public Accountant

This letter correctly sets forth the understanding of Alpine City.

By:

Mayor

By:

**City Administrator** 

By:

**Finance Director** 

# ALPINE CITY COUNCIL AGENDA

SUBJECT: Utah County Bookmobile Agreement

FOR CONSIDERATION ON: 9 June 2015

**PETITIONER:** Rich Nelson, City Administrator

ACTION REQUESTED BY PETITIONER: City Council approval of the 2015-2016 Utah County Bookmobile Agreement.

**INFORMATION:** The City contracts with Utah County to provide bookmobile services to the City. The attached contract is for the same services as last year and the same amount as last year.

**RECOMMENDED ACTION:** That the City Council approve the Utah County Bookmobile Agreement for Fiscal Year 2015-2016.

# INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN UTAH COUNTY, UTAH, AND ALPINE CITY REGARDING LIBRARY SERVICES

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as "COUNTY," and ALPINE CITY, a political subdivision of the State of Utah, with its office located at 20 North Main, Alpine, Utah 84004, hereinafter referred to as "ALPINE."

### WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation 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, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the parties desire to establish a joint undertaking to provide library and bookmobile services for the residents of ALPINE;

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

# 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 thereof by the executive or executive body of each of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from *July 1, 2015 until June 30, 2016*. This Interlocal Cooperation Agreement shall take effect upon its review as to proper form and compliance with applicable law by the Utah County Attorney's Office and the attorney for ALPINE. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the keeper of 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 Interlocal Cooperation Agreement. The parties hereto 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 Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation 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 the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by COUNTY and ALPINE, at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Interlocal Agreement during this joint undertaking. The parties further agree that they will not acquire, hold, or dispose of any personal property during this joint undertaking.

#### Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between COUNTY and ALPINE, for the purpose of a joint undertaking to provide library and bookmobile service for the residents of ALPINE through making stops by the COUNTY'S bookmobile at the following locations within ALPINE:

Alpine Main Street Chapel, 5 stops, each being 2.5 hours in duration, for the months of July and August, 19 stops, each being 1.75 hours in duration for the months of September through May, and 1 stop being 1 hour in duration for the month of June,

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for a total of 46.75 hours.

- Alpine Elementary, 5 stops, each being 2.5 hours in duration, for the months of July and August, and 19 stops, each being 1.5 hours in duration for the months of September through May, for a total of 41 hours.
- c. Timberline Middle School, 5 stops, each being 1.5 hours in duration, for the months of July and August, and 19 stops, each being 1 hour in duration for the months of September through May for a total of 26.5 hours.

# Section 4. MANNER OF FINANCING

ALPINE agrees to pay the sum of \$13,200.00 to COUNTY for the bookmobile services enumerated in Section 3 hereof on or before July 1, 2015.

# Section 5. METHOD OF TERMINATION

This Interlocal Cooperation 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, either party to this Agreement may terminate the Agreement upon providing sixty (60) days written notice of termination to the other party.

#### Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save 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.

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

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

#### Section 8. ADOPTION REQUIREMENTS

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This Interlocal Cooperation Agreement shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

#### Section 9. LAWFUL AGREEMENT

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

#### Section 10. AMENDMENTS

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

#### Section 11. SEVERABILITY

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

#### Section 12. 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 all parties have participated in the preparation hereof.

#### 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 their addresses first above written, 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 Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

#### Section 17. STATISTICAL REPORT

Utah County agrees to provide a statistical report on the use of the Bookmobile in Alpine pursuant to this Interlocal Cooperation Agreement every six months.

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IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation

Agreement, on the dates listed below:

# **UTAH COUNTY**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS UTAH COUNTY, UTAH

By:\_\_\_\_\_ Larry A. Ellertson, Chair

ATTEST: Bryan E. Thompson Utah County Clerk/Auditor

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

# **ATTORNEY REVIEW**

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this day of ,2015.

By: \_\_\_\_\_\_ David H. Shawcroft, Deputy Utah County Attorney

# **ALPINE CITY**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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ATTEST: \_\_\_\_\_\_ City Recorder

# **ATTORNEY REVIEW**

The undersigned, as the authorized attorney of Alpine City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_\_\_Legal Counsel for Alpine City

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#### INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN UTAH COUNTY, UTAH, AND ALPINE CITY REGARDING LIBRARY SERVICES

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THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as "COUNTY," and ALPINE CITY, a political subdivision of the State of Utah, with its office located at 20 North Main, Alpine, Utah 84004, hereinafter referred to as "ALPINE."

#### WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation 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, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the parties desire to establish a joint undertaking to provide library and bookmobile services for the residents of ALPINE;

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

#### 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 thereof by the executive or executive body of each of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from *July 1, 2014 until June 30, 2015*. This Interlocal Cooperation Agreement shall take effect upon its review as to proper form and compliance with applicable law by the Utah County Attorney's Office and the attorney for ALPINE. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the keeper of 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 Interlocal Cooperation Agreement. The parties hereto 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 Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation 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 the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by COUNTY and ALPINE, at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Interlocal Agreement during this joint undertaking. The parties further agree that they will not acquire, hold, or dispose of any personal property during this joint undertaking.

#### Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between COUNTY and ALPINE, for the purpose of a joint undertaking to provide library and bookmobile service for the residents of ALPINE through making stops by the COUNTY'S bookmobile at the following locations within ALPINE:

Alpine Main Street Chapel, 5 stops, each being 2.5 hours in duration, for the months of July and August, 19 stops, each being 1.75 hours in duration for the months of September through May, and 1 stop being 1 hour in duration for the month of June,

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for a total of 46.75 hours.

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- Alpine Elementary, 5 stops, each being 2.5 hours in duration, for the months of July and August, and 19 stops, each being 1.5 hours in duration for the months of September through May, for a total of 41 hours.
- c. Timberline Middle School, 5 stops, each being 1.5 hours in duration, for the months of July and August, and 19 stops, each being 1 hour in duration for the months of September through May for a total of 26.5 hours.

#### Section 4. MANNER OF FINANCING

ALPINE agrees to pay the sum of \$13,200.00 to COUNTY for the bookmobile services enumerated in Section 3 hereof on or before March 1, 2015.

#### Section 5. METHOD OF TERMINATION

This Interlocal Cooperation 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, either party to this Agreement may terminate the Agreement upon providing sixty (60) days written notice of termination to the other party.

#### Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save 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.

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

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

#### Section 8. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

#### Section 9. LAWFUL AGREEMENT

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

#### Section 10. AMENDMENTS

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

#### Section 11. SEVERABILITY

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

# Section 12. NO PRESUMPTION

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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 all parties have participated in the preparation hereof.

#### 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 their addresses first above written, 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 Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

#### Section 17. STATISTICAL REPORT

1

Utah County agrees to provide a statistical report on the use of the Bookmobile in Alpine pursuant to this Interlocal Cooperation Agreement every six months.

5

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation

Agreement, on the dates listed below:

1.3 X X

#### **UTAH COUNTY**

APPROVED this <u>5</u> day of <u>August</u>, 2014.

BOARD OF COUNTY COMMISSIONERS UTAH COUNTY, UTAH By: Gary J. Anderson, Chair

ATTEST: Bryan E. Thompson Utah County Clerk/Auditor

By: <u>RolCimen</u> Deputy

#### **ATTORNEY REVIEW**

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this <u>5</u><sup>th</sup> day of <u>August</u>, 2014.

By: <u>E. Kent Sundberg, Deputy</u>

Utah County Attorney

**ALPINE CITY** 

APPROVED this 22 \_, 2014. day of  $J_J$ By: ATTEST: City Recorde

### **ATTORNEY REVIEW**

The undersigned, as the authorized attorney of Alpine City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this 22 day of July , 2014. By:

Legal Counsel for Alpine City

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# ALPINE CITY COUNCIL AGENDA

# SUBJECT: Box Elder South Water Tank and Sewer Approval Letter

FOR CONSIDERATION ON: June, 9, 2015

**PETITIONER: Utah County Community Development Office** 

ACTION REQUESTED BY PETITIONER: Approval of Attached Letter

# **BACKGROUND INFORMATION:**

Attached is the letter that was prepared by the Utah County Community Development Office and approved by the County Attorney's office for the Box Elder South Subdivision. The Letter needs to be signed by June 26.

**ACTION:** That the City Council review the attached letter to determine if they want to approve the letter and have it signed.

# Certification of Installation of Improvements, as it relates to water service, sewer service, street and road use and maintenance, and all other off-site improvements, for the Box Elder South Subdivision, Plat "A,"

Utah County Commission 51 South University Ave., Suite 117 Provo, UT 84601

RE: Box Elder South Subdivision, Plat "A"

#### Dear Commissioners:

This letter serves as Alpine City's certification of the installation of improvements for the Box Elder South Subdivision, Plat "A," specifically pertaining to the water storage and delivery system, sewer system, city streets, and the secondary emergency access road, and all other off-site improvements, as follows:

#### Water

Alpine City certifies that its storage system and delivery system, for the above mentioned development, have been constructed in accordance with the approved plans, and are complete, operational and conform to the pertinent regulations, including those of the State and County. Alpine City certifies further that Patterson Construction Inc. (or its subsidiaries) has deeded to Alpine City the necessary water rights to supply the subject development. The water system, including the water lines within the subject development, will be perpetually maintained by Alpine City.

#### Sewer

Alpine City certifies that its central public sewage disposal system for the above mentioned development, has been constructed in accordance with the approved plans and is complete, operational and conforms to the pertinent regulations, including those of the State and County. Alpine City further certifies that all required seeding and restoration work connected with the installation of the central public sewage disposal system for said development has been completed. The sewer system, including the sewer lines within the subject development, will be perpetually maintained by Alpine City.

#### **Box Elder Way (Alpine City Street)**

Alpine City certifies that the improvements for Box Elder Way, in relation to the above mentioned development, have been constructed in accordance with the approved plans, and are complete, operational and conform to the pertinent regulations, including those of Alpine City. Alpine City certifies further it will perpetually maintain Box Elder Way.

# **Box Elder Circle (Alpine City Street)**

Alpine City certifies that the improvements for Box Elder Circle, in relation to the above mentioned development, have been constructed in accordance with the approved plans, and are complete, operational and conform to the pertinent regulations, including those of Alpine City. Alpine City certifies further it will perpetually maintain Box Elder Circle.

#### Secondary Emergency Access Road

Alpine City certifies that the secondary emergency access road has been constructed in accordance with approved plans, and is complete, operational and conforms to the pertinent regulations, including those of Alpine City. Alpine City certifies further that it will maintain the secondary emergency access road (description of the centerline of said road is attached to this document and entitled "Exhibit A").

The individual signing on behalf of Alpine City personally warrants to Utah County that this certification has been appropriately authorized and approved by Alpine City.

By:		Date:	
Title	:		

