ALPINE CITY COUNCIL MEETING

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a **Meeting** on **Tuesday, September 23, 2014 at 6:30 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

I. CALL MEETING TO ORDER*

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

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

III. CONSENT CALENDAR

- **A. Approve the minutes of September 9, 2014**
- **B. Approve 15 Miles Per Hour Speed Limit, including penalty for violation of said speed limit, for Lambert Park**
- **C. Approve Outside Audit Contract with Greg Ogden**
- **D. Bond Release - Box Elder Plat E - $28,425.60**

IV. REPORTS AND PRESENTATIONS

V. ACTION/DISCUSSION ITEMS

- **A. Planning Commission Appointment:** The Council will consider a candidate for the Planning Commission.
- **B. Setback Exception Request - 121 North Main Street - Bair Property.** The Council will review a request for an exception to the setback requirements on a piece of property.
- **C. Moyle Park Master Plan Discussion.** The Council will discuss the master plan for Moyle Park.
- **D. Wireless Telecommunication Ordinance:** The Council will approve the amendment to the Telecommunication Ordinance (Article 3.27) as voted on at the last City Council meeting.
- **E. Authorize Amending PSD Interlocal Agreement to Require Four Years Notice to Leave the PSD**: The Council will consider approving the amendment of the PSD Interlocal Agreement to require four years notice to leave the PSD.
- **F. Utah Valley Dispatch Facility Cost Assessment – Decision on Alpine City's Participation in Funding the Proposed Dispatch Cente**r: The Council will consider if they want to participate in funding the proposed new UVDSSD dispatch center.

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
September 19, 2014

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

CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was posted in three public places within Alpine City limits. These public places being the bulletin board located inside City Hall at 20 North Main and located in the lobby of the Bank of American Fork, Alpine Branch, 133 S. Main, Alpine, UT; and the bulletin board located at The Junction, 400 S. Main, Alpine, UT. The above agenda notice was 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

ALPINE CITY COUNCIL MEETING
ALPINE CITY HALL, 20 North Main, Alpine, UT
September 9, 2014

I. CALL MEETING TO ORDER: The meeting was called to order at 6:39 pm by Mayor Don Watkins.

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

Mayor Don Watkins
Council Members: Troy Stout, Roger Bennett, Lon Lott, Will Jones
Council Members not present: Kimberly Bryant was excused.
Staff: Rich Nelson, Charmayne Warnock, David Church, Shane Sorensen, Jason Bond, Joe McCrae, Brian Gwilliam
Others: Bob Bowman, Greg Clark, Brian Higbee, Alice Cosper, Steve Cosper, Sarah Bybee, Jessica Bybee, Sue Gandolph, Todd Gandolph, Kay Holbrook, Michelle Schirmer, Paul Bennett, David Sutton, Steve Crain, Kevin Hurley, Myrna Grant, JL Dunn, Lauren Roberts, Larry Sparks, Tad Hurley, Scott Hurley, Debbie Merrill, Mike Kennedy, Katrina Kennedy, Kent Tasso, Stephanie Tasso, Lynn Steubner, Olivia Helms, Steve Swanson, Easton Gunn

B. Prayer: Troy Stout
C. Pledge of Allegiance.: Easton Gunn

II. PUBLIC COMMENT:

Jessica Bybee represented Highland City residents who were asking Alpine City to build a sidewalk along Westfield Road so students in Highland who attended school in Alpine could walk to school in safety. She said they would like Alpine City to get it on the budget for this year so it could be built as soon as possible.

Mayor Don Watkins said they were aware of the situation and had learned that half of the sidewalk was in Highland City limits. He asked if Highland City was planning to build a sidewalk.

Ms. Bybee said they had not yet approached Highland City. They were hoping for a commitment from Alpine City so they could take it to the Highland City Council.

Mayor Watkins said Alpine had a priority list for sidewalks. There were other critical areas in Alpine that also needed sidewalk. They would need to go to the citizens and ask if they wanted to raise taxes to build sidewalks. There was also the possibility of a special assessment to the property owners where the sidewalk would be constructed.

Lon Lott said they had a similar problem in his neighborhood on 800 South several years ago. The children were deemed close enough to the schools to walk but because they would have to walk along Alpine Highway and there was no sidewalk along the west side of the road which necessitated the crossing of Alpine Highway twice. Alpine School District surveyed the traffic on Alpine Highway and determined that a bus should be sent to pick up the school children on 800 South. He suggested they meet with the school district.

Mayor Watkins suggested that this issue come back to the Council one they found out if Highland City was interested in building their share of the sidewalk. In the meantime, they should have a right-of-way or a crossing guard.

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Paul Eberting said that while they were discussing sidewalks, there was a problem on Canyon Crest Road just past the LDS church. They needed to have the police patrol along there, especially when children were walking to school.

Chief Brian Gwilliam said the department had purchased a traffic trailer for data collection. They could set it up on Canyon Crest.

III. CONSENT CALENDAR

A. Approve the minutes August 26, 2014

MOTION: Will Jones moved to approve the minutes of August 26, 2014. Lon Lott seconded. Ayes: 4 Nays: 0. Lon Lott, Roger Bennett, Troy Stout, Will Jones voted aye. Motion passed.

IV. REPORTS AND PRESENTATIONS

A. Deer Population Control Issues – Part 1. – Brian Higbee.

Brian Higbee said his background was in wildlife biology although he never worked in it. He also owned a ranch in Southern Utah and worked with the Division of Wildlife Resources and Fish and Game.

Regarding the issue of deer control, he said there were solutions other than killing them, which was what they did in Highland City. He said Bountiful City had a program that relocated the deer. Information on the program in Bountiful City was included in the packet.

Mr. Higbee said the issue of deer could be very divisive. He would like to propose that Alpine take another course of action. The mountains were all around Alpine. Every year millions of people paid money to visit special places in the mountains such as the state and national parks. He suggested Alpine take advantage of their unique location by the mountains. He wanted to create a vision and unify the city. He said most people he talked to did not want to pursue a lethal remedy to the deer problem. He said there were wildlife groups who would come in and talk to the Council and tell them what they had been doing with the deer for 20 years and it had worked. He said he would like to create an Alpine Natural Resource Council to develop a long-term image of Alpine as the kind of place people would pay money to go see. That would involve the mountains, the plants and wildlife. He said that if people would fence their backyards and plants vegetation in the front that the deer didn't want to eat, it would go a long way toward solving the problem. The citizens needed to be educated and learn how to enjoy and live with wildlife.

Troy Stout asked who was responsible to remove carcasses of deer that had been hit by cars. Chief Gwilliam said they should notify the Division of Wildlife Resources. It was suggested their number be published in the Newsline.

V. ACTION/DISCUSSION ITEMS

A. Appointment to the Planning Commission: Mayor Watkins said they were postponing this item.

B. Wireless Telecommunication Ordinance: Mayor Watkins turned this issue over to Councilman Lon Lott who had been working with the neighborhood in the Shepherd's Hill area.

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Lon Lott said that one of the issues had been that the public hearings on cell towers were held at the Planning Commission level, which were the meeting the residents attended. However, the decisions were made at the City Council level where they had legal input from the City Attorney. They had invited the neighborhood to attend the City Council meeting that evening because they felt it was important that the citizens have their voices heard.

Mayor Watkins said they tried to make a difference on things they could make a difference on. The frustrating things was that were some things that were regulated by federal law where the cities had little control. He invited David Church to address the issue.

David Church said they were talking about three separate issues. The first issue was Sprint's application to add new equipment to their existing tower on Shepherd's Hill. Last week the City had addressed the application and talked about that specific application in relationship to the new federal legislation. The legislation read as follows:

> State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. For purposes of this subsection, the term ‘‘eligible facilities request’’ means any request for modification of an existing wireless tower or base station that involves—
>
> (A) collocation of new transmission equipment;
> (B) removal of transmission equipment; or
> (C) replacement of transmission equipment.

Mr. Church said the second issue was the recommendation that the City update their Wireless Telecommunication Ordinance to reflect the recent changes in federal legislation on cell towers. Upgrades to an existing tower which did not substantially change the tower shall be approved and dealt with in an expedited manner. It was also suggested that the DRC (development review committee) deal with those specific applications.

The third issues was the issue raised by Steve Crain who said that if they were looking at amending the ordinance, they should also look at encouraging the location of cell towers in other areas such as parks, schools, cemeteries, etc. Technology had changed and they could be located very unobtrusively on flag poles, etc.

Will Jones said that one of the big issues raised in Planning Commission was why were they going to adopt an ordinance to reflect the federal law if the actual law had not yet been adopted in Congress?

David Church said the FCC had proposed some regulations and adopted some guidelines for cities. It was not part of the law but there were guidelines stating what a substantial change was.

Lon Lott said the neighbors were concerned about how and who it was that determined if there was a substantial change. They wanted that decision to be handled more publically rather than by the DRC.

Kent Tasso said he lived in the Shepherd's Hill neighborhood. He owned four residential treatment centers in other communities and he was aware of the process involved in getting city approval for controversial uses. They could not be denied, but the details were debatable. In one community he had been required to put in a road. He said he felt the Council did a poor job of representing the people of Alpine. He would like them to get a second opinion to make sure the wireless companies were not taking advantage of the residents. He would like to know if the City had more power or authority than they

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thought they did. He recognized that they could not restrict or deny the towers, but he felt there were conditions that could be imposed on the towers.

David Church said they could require stealth towers and that language was already in the ordinance. He said the City had received voluntary compliance from the wireless carriers on landscaping around the towers.

Greg Clark said the ordinance as proposed had two problems. First, it was so vague the staff couldn't answer questions about what something meant. The second problem was that it referenced something that was not yet settled in federal law. He said there were 23 antennae on Shepherd's Hills and the carriers wanted to add more. Couldn't they locate some towers in other places? Lehi City had a ordinance that put the burden of proof on the application to show that their tower could not be located in the high priority site. He said it was time to look at other high priority sites in Alpine. Perhaps they could offer a streamlined process if they located it in a high priority site. If they wanted to put it on Shepherd's Hill, they would need to go through a process.

David Church said that was one of the problems with the ordinance. It was written that a preferred location was Shepherd's Hills, and that co-locating on an existing tower was also preferred.

Stephen Crain said he agreed with much of what David Church had said. He reviewed the history of cell towers in Alpine and said he had worked with Ted Stillman to write the current Wireless Telecommunication Ordinance. They put in a provision requiring a stealth tower. He said the only place he had ever been denied a cell tower was in Lehi. He'd been required to pay for spruce trees around a site in Idaho. He said the federal law stated that cities could not use health reasons to deny a cell tower, but it was no coincidence that there was a cluster of autoimmune diseases in families that lived around the towers.

Stephanie Tasso said that, as a neighborhood, they had been before the City countless times over this issue. The feeling they always came away with was that the City had a lot of excuses as to why their hands were tied. She said the residents were the ones who were living with the risks. When they had treatment centers approved, cities told them they could have 12 beds and that was all. Why couldn't they restrict the cell towers? Why couldn't the cell companies spend some of the money they were raking in? She said they were tired of dealing with this issue again and again.

Olivia Helms said it was not just people on Cascade whose health was affected. There were six homes on the south side of Rocky Mountain, and in five of those homes there were people with serious illnesses. She had gone through two bouts of cancer. When they kept adding antennae to the towers on Shepherd's Hill, how much radiation were they adding? She said they depended on the Council as elected officials to support the residents instead of big business.

Jason Bond said the proposed language in the ordinance came from the FCC and was intended for discussion, not adoption.

MOTION: Lon Lott moved to reconsider the verbiage in the ordinance and address the ordinance utilizing the recommendations given by the audience that evening including finding more specific preferred areas in Alpine for new cell towers such as the cemetery. Motion withdrawn.

Steve Swanson said he would love to see language about specific areas for towers and the number of towers in that location. He'd like to see something about co-location on towers on Shepherd's Hill.

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David Church said they had taken out Shepherd's Hill and Lambert Park as preferred locations in the ordinance, and put in a radius limitation. He said the federal law stated that co-location could not be denied unless it was a substantial change. Under the ordinance there would be no new towers on Shepherd's Hill.

Greg Clark said the point they were trying to make was not that there should be no new towers. They were saying they didn't want any more antennas on Shepherd's Hills. They were also concerned about who would decide what was a substantial change. They wanted there to be public input on what was a substantial change. If someone wanted a simplified process to add to an existing tower, they could move it to another high priority location.

David Church said the only wiggle room they had was on what constituted a substantial change. Collocating and replacing antennae requests could not be denied.

MOTION: Will Jones moved to adopt the language from federal statutes and keep the provisions in the ordinance that any applications for upgrades or new towers had to go through the approval process with the DRC, the Planning Commission and City Council. Troy Stout seconded. Ayes: 4 Nays: 0. Will Jones, Troy Stout, Lon Lott, Roger Bennett voted aye. Motion passed.

Lynn Steuber asked if the City was ever going to limit the number of antennae on Shepherd's Hill. How did they monitor the emissions and who knew what the limit was? She said it was a health issue. The City should be concerned about the public health.

David Church said there was a practical limit of space and weight. The companies competed with each other. They had to force them to collocate.

Steve Crain said they needed to hire an epidemiologist to study the effect of emissions.

C. Fireworks in Creekside Park on July 4th and July 24th : Rich Nelson summarized how the fireworks in the park had been handled this year.

1. The fire chief recommended in what area of the City fireworks should be banned.
2. The City Council made a motion to ban fireworks in the recommended areas, and decided that residents could use Creekside Park as an area where fireworks could be ignited.
3. This area was posted on the City website, Facebook page, and other places.
4. Certain areas of Creekside Park were roped off so people or fireworks were not allowed in those areas.
5. The trees and brush on the west side of the park were watered down by the fire department.
6. Signs were placed at the entrances to the park explaining that this was not a city-sponsored event and could be dangerous.
7. The City's callout system was used to notify all residents to reiterate the message of #6.
8. Police and fire officers and equipment were located at Creekside Park.

Rich Nelson said he had discussed the fireworks in the park with the police and fire. They would continue to restrict the outsides areas of Alpine to fireworks. Their options were to either let them light fireworks in Creekside Park or restrict them all together. It was not a City-sponsored event. Staff felt they had a good plan and recommended they keep it.

Troy Stout asked if there was any damage as a result of the fireworks in Creekside Park. Rich Nelson said no. There would continue to be warnings to be careful and to do it and your own risk.

D. Ordinance No. 2014-14, Planned Residential Ordinance: Jason Bond said the Council had previously approved an ordinance amending lot area and width requirements in residential zones to enable developers to design more logical lot lines in regular subdivisions. It had worked well and it was proposed they make the same changes to the PRD Ordinance which governed planned residential developments.

Troy Stout asked if that meant they could take some open space to square up a lot. Jason Bond indicated that was the case.

Lon Lott clarified that it would not change the density of a subdivision.

Will Jones said the lot would still need to meet the requirements of the current ordinance without the exception.

MOTION: Will Jones moved to approve Ordinance No. 2014-14 amending Section 3.9.4 of the Alpine City Development Code relating to slope requirements in Planned Residential Developments. Troy Stout seconded. Ayes: 4 Nays: 0. Will Jones, Roger Bennett, Lon Lott, Troy Stout voted aye. Motion passed.

E. Vandalism at Lambert Park: Mayor Watkins said they had added more signage in Lambert Park and it was immediately destroyed. It was suggested they move some big boulders to the emergency access road. It would still be passable but the boulders would set it apart. They planned to do some education and have an article in the Newsline. They were asking citizens to step up and take a cell phone picture if they saw violations.

It was also suggested that they post a speed limit of 15 mph in Lambert park. It would be on the agenda for the next meeting.

VI. COUNCIL COMMUNICATION:

Roger Bennett reported that the neighbors on Canyon Crest Road loved the No Parking signs that had been put up by Burgess Park. Mayor Watkins said Rich Nelson was also working with the teams to not double schedule the ball fields. David Church said the problem was that parks were built without the intention of it becoming a ball field. Cities should consciously build playing fields and plan the parking. Roger Bennett said he lived next door to a park. On Saturdays and a few nights a week the streets were packed with cars. He felt like it was a good tradeoff for living next to green space.

Troy Stout asked about the possibility of having an amphitheater in Alpine for a performance. The Council agreed it was something they should look into.

VII. STAFF REPORTS

David Church said the League of Cities and Towns Convention started this week. They were pushing legislature to give back authority to the cities over fireworks. He said their legislators needed to be informed and onboard with this. He also informed the Council that the City had received a Notice of Claim for the Cochrans for flood damage to their property.

Shane Sorensen

- He said it had been rainy for the past two weeks. He reported on the rainfall but said it had not taxed the system they built to handle the rainfall and flooding. They were getting some erosion on the smaller events so they would be making some changes higher up to spread out the water.

- Regarding street maintenance, Shane said they would be milling some roads. The only inconvenience would be the roundabout. They would pave the roundabout on Sunday. Troy Stout asked when his road would be repaved. They had weed growing in it. Mayor Watkins said they had a priority list.

- Shane Sorensen said there was a report from a parent that there was Bittersweet Nightshade growing by Alpine Elementary School which was poisonous for children. The school had put up a chain link fence. The Utah County weed specialist had been contacted for eradication information.

- Shane Sorensen reported that the fire road in Lambert Park was becoming rutted with all the rain.

Don Watkins said he would be out of town in two weeks. Roger Bennett would also be out of town. Troy Stout would serve as mayor pro tem. He could vote as the mayor pro tem.

VIII. EXECUTIVE SESSION. None held.

MOTION: Will Jones moved to adjourn. Roger Bennett seconded. Ayes: 4 Nays: 0. Motion passed.

The meeting was adjourned at 9:30 pm.

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MEMBER OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

May 22, 2014

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, 2014. 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, 2014. 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
Schedule of Expenditures of Federal Awards

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 in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting 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 in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance 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 result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or 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 OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures I consider necessary to enable me to express such opinions. I will issue written reports upon completion of my Single Audit. My reports will be addressed to the management and the City Council of Alpine City, Utah. 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 or the Single Audit compliance opinions 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.

<u>Management Responsibilities</u>

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, I will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. 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*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, 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, schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards,

and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the 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.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) 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 that 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 also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management 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. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that I report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for my review by September 30, 2014.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include my report on the schedule of expenditures of federal awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards 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 schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (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 schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which I have been engaged to report on, 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) that 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 for me 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.

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 or noncompliance 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 or major programs. 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 violations of laws or governmental regulations that come to my attention, unless clearly inconsequential, and of any material abuse that comes to my attention. I will include such matters in the reports required for a Single Audit. My responsibility as auditor is limited to the period covered by my audit and does not extend to any 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 also require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; 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 errors and fraud that are material to the financial statements and 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*.

As required by OMB Circular A-133, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, my tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to OMB Circular A-133.

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, *Government Auditing Standards,* and OMB Circular A-133.

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, and agreements, including grant agreements. However, the objective of those procedures 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*.

OMB Circular A-133 requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Alpine City, Utah's major programs. The purpose of these procedures will be to express an opinion on Spanish Fork/Springville Airport's compliance with requirements applicable to each of its major programs in my report on compliance issued pursuant to OMB Circular A-133.

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.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. I will coordinate with you the electronic submission and certification. If applicable, I will provide copies of my report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

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 Utah State Auditor's Office 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 Utah State Auditor's Office. If I am aware that a federal awarding agency, pass-through entity, 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, 2014 financial statements and to issue my report no later than December 31, 2014. 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 $10,800 for the audit of your 2014 basic financial statements and an additional $2,500 for the Single Audit. These fees are based on the assumption that the City's books and records are posted up to date through June 30, 2014 and that timely assistance will be rendered by City personnel in the preparation of detailed schedules and providing substantiating information and detail as required. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

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 CPA

Greg Ogden,
Certified Public Accountant

This letter correctly sets forth the understanding of Alpine City.

By:_____
Mayor

By:_____
City Administrator

ALPINE CITY
ESCROW BOND RELEASE FORM
Release No. 2

BOND HOLDER

Thru Period Ending: September 19, 2014

Box Elder Plat E
Location: High Bench Road
Original Bond

Item	Quantity	Units	Unit Cost	120% Unit Cost	Total Cost	% Completed This Period	% Completed To Date	Total
Remove 6" topsoil and stockpile	1.02	Acre	$2,000.00	$2,400.00	$2,448.00	80%	80%	$1,958.40
Rough mass grading of roadway	44,500	SF	$0.40	$0.48	$21,360.00	80%	80%	$17,088.00
Roadway base course 6" (incl 6" behind curb)	29,110	SF	$0.80	$0.96	$27,945.60	80%	80%	$22,356.48
Roadway asphalt 3"	24,950	SF	$2.10	$2.52	$62,874.00	80%	80%	$50,299.20
Curb & gutter 2'	1,600	LF	$18.00	$21.60	$34,560.00	80%	80%	$27,648.00
4' wide sidewalk (incl 6" gravel base)	1,645	LF	$18.00	$21.60	$35,532.00	80%	80%	$28,425.60
Storm drain catch basin	5	Each	$3,807.00	$4,568.40	$22,842.00	80%	80%	$18,273.60
Storm drain sump	3	Each	$6,500.00	$7,800.00	$23,400.00	80%	80%	$18,720.00
SWPPP	1	LS	$5,000.00	$6,000.00	$6,000.00	50%	50%	$3,000.00
Reconstruct 8" DIP Waterline (lower)	256	LF	$33.00	$39.60	$10,137.60	80%	80%	$8,110.08
8" sleeves	1	LS	$800.00	$960.00	$960.00	80%	80%	$768.00
8" Water Valve	1	Each	$1,383.00	$1,659.60	$1,659.60	80%	80%	$1,327.68
Lower Fire Hydrant w/ auxiliary valve	1	Each	$2,500.00	$3,000.00	$3,000.00	80%	80%	$2,400.00
TOTAL BOND AMOUNT					*$ 252,718.80*		Amount Released to Date:	$200,375.04

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

Previously Released: $ 171,949.44

This Release: $28,425.60

Requested by Developer:

Scott Dunn — Date

Approved by Alpine City:

Don Watkins
Mayor — Date

9/19/2014

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

City Council
(by Charmayne Warnock - City Recorder) — Date

ALPINE CITY COUNCIL AGENDA

SUBJECT: Setback Exception Request

FOR CONSIDERATION ON: 23 September 2014

PETITIONER: Mike Pierce

ACTION REQUESTED BY PETITIONER: Approve or Disapprove Exception

APPLICABLE STATUTE OR ORDINANCE: Section 3.7.5.4 (BC Zone Location Requirements)

PETITION IN COMPLIANCE WITH ORDINANCE: Yes

BACKGROUND INFORMATION:

A request for an exception to the setbacks is being requested for the property located at 121 North Main Street. This property is located in the Business Commercial Zone. The City Council may approve an exception with the approval from the Planning Commission where circumstances justify (section 3.7.5.4). See attached proposal.

PLANNING COMMISSION MOTION: Steve Cosper moved to recommend approval of the proposed setback exception to the property located at 121 North Main Street with the following recommendations:

1. The new home meets the aesthetics of the Gateway Historic overlay guidelines.
2. Planning Commission justifies the setbacks because they are similar to current homes on Main Street.

Steve Swanson seconded the motion. The motion did not pass with 3 Ayes and 1 Nays. Steve Cosper, Steve Swanson and Judi Pickell all voted Aye. Jason Thelin voted Nay. Chuck Castleton abstained. The motion failed for lack of a majority vote.

Jason Thelin said he is not for setback changes especially since we have declined other applicants on similar grounds and made them tear down structures in order to meet all the ordinances. He said he feels like we should follow our ordinance.

Judi Pickell said our ordinance allows for exceptions. Jason Thelin said just because the ordinance allows for exceptions, doesn't mean the City Council has to approve the exception. Judi Pickell said that exceptions need a list of criteria and then somebody has to meet that list of criteria. She said that legally, that's what needs to happen and in the future, we need to add that to our ordinance.

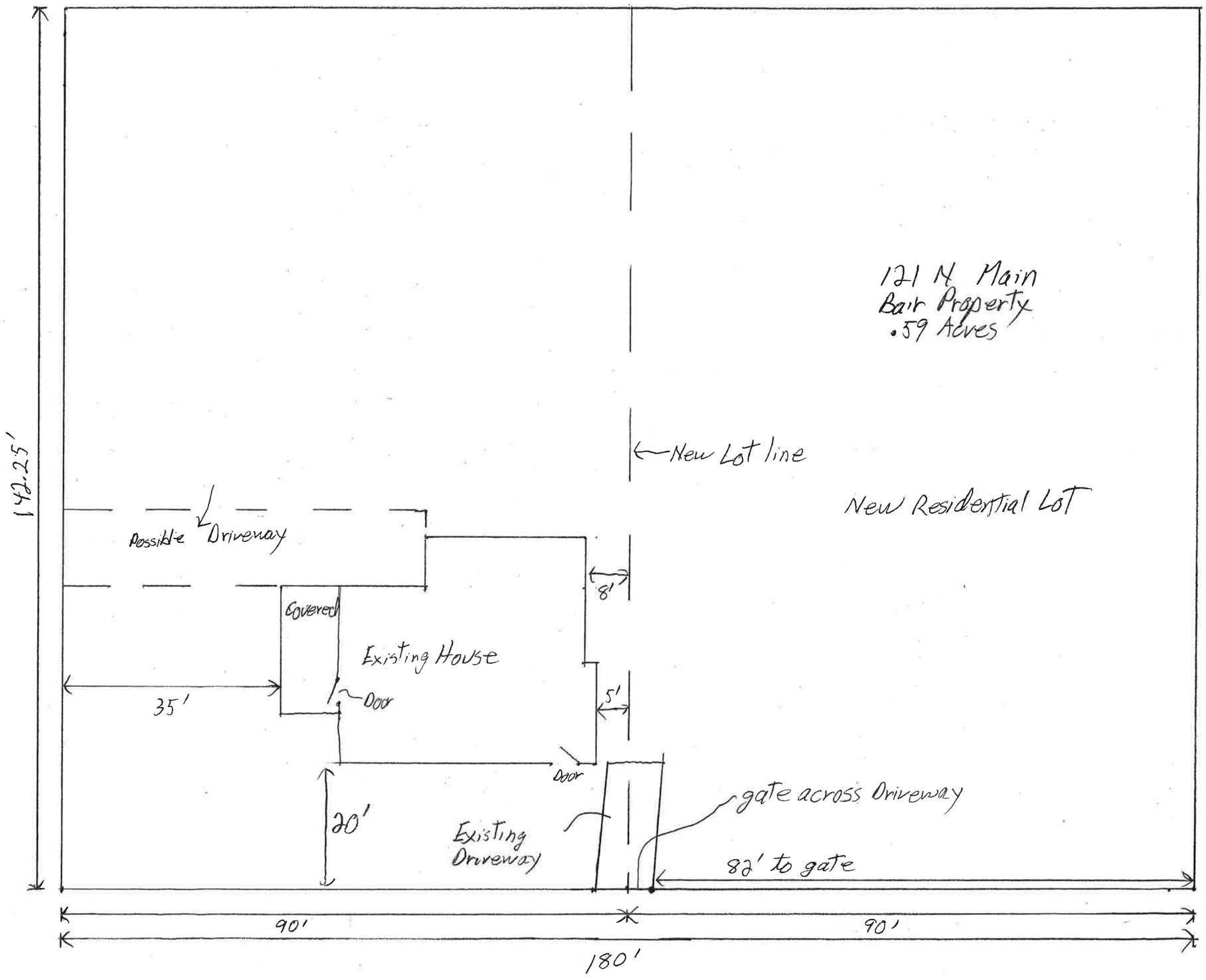
Steve Cosper asked what the process would be going forward since the motion failed. He asked if the Planning Commission should work on getting the list of criteria in place for these exceptions and then ask Mr. Pierce to come back. Jason Bond said that would be one option or he said he could take the recommendation that failed to the City Attorney and ask him to clarify if it is only a recommendation that was needed or a positive recommendation that was needed in order for the City Council to approve it.

RECOMMENDED ACTION:

We approve/disapprove the requested setback exception to the property located at 121 North Main Street.

Propsed Division of Property

Contact
Mike C Pierce
801 830 9393



ALPINE CITY COUNCIL AGENDA

SUBJECT: Moyle Park Master Plan

FOR CONSIDERATION ON: 23 September 2014

PETITIONER: Moyle Park Committee

ACTION REQUESTED BY PETITIONER: Make Recommendations

APPLICABLE STATUTE OR ORDINANCE: Section 3.16.6.3 (Open Space)

PETITION IN COMPLIANCE WITH ORDINANCE: Yes

BACKGROUND INFORMATION:

The future of Moyle Park has been discussed over the past several months in a Moyle Park committee. A master plan has not been formally adopted. The purpose of this master plan is to create a vision for the historic park. Implementation will be a lot easier with an organized master plan and it will provide Alpine City the opportunity to better pursue additional funding.

The attached plan reflects the improvements that are being recommended by the Moyle Park Committee. In addition, a cost estimate for all of the proposed ideas and an explanation of the proposed ideas is provided.

PLANNING COMMISSION MOTION: Chuck Castleton moved to recommend to the City Council that the Moyle Park Master Plan be adopted with the following modifications:

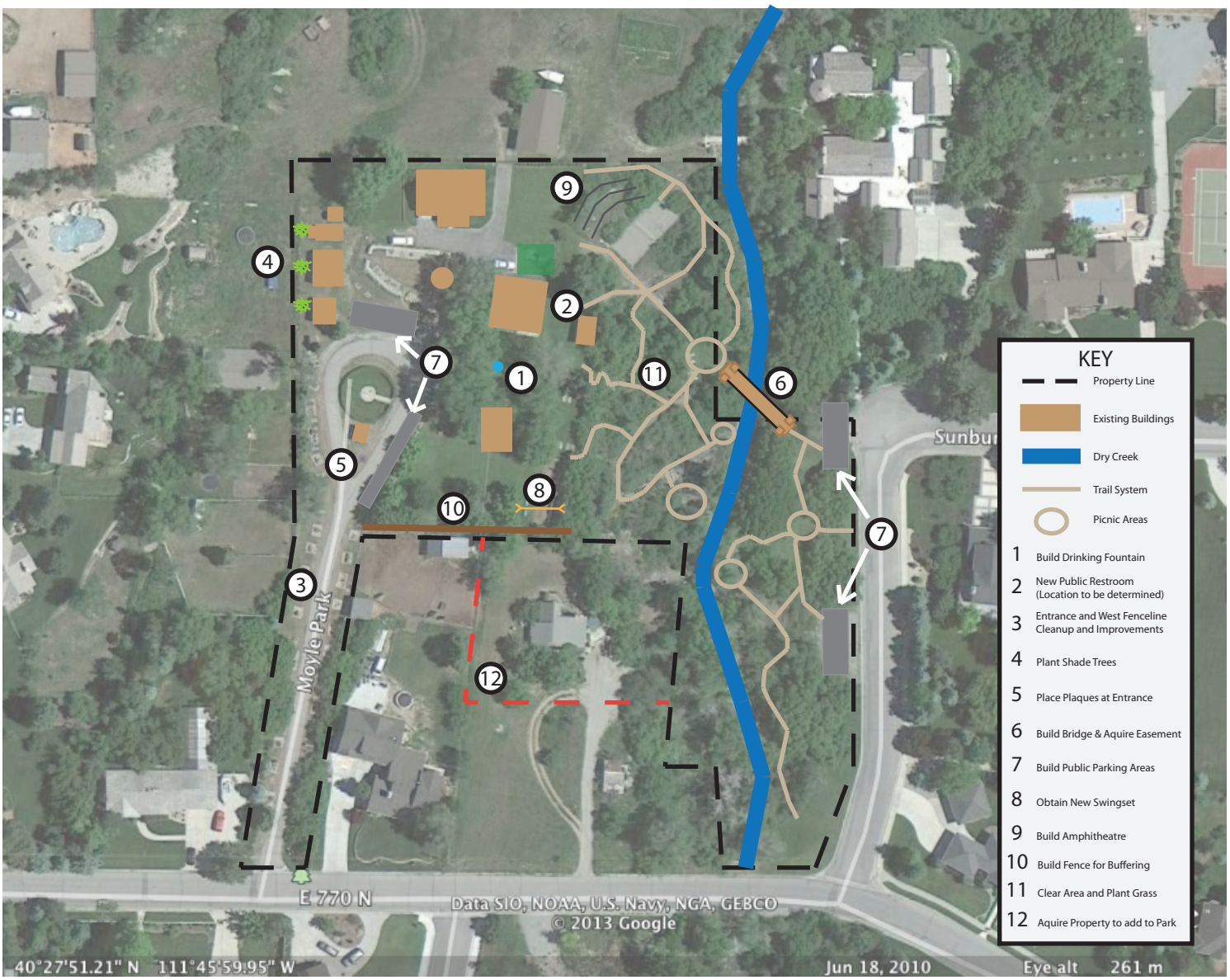
1. Utilize a landscape architect to plan the layout of the park.
2. Recommend against the building of the concrete buffer fence on the south end of the park.

Judi Pickell seconded the motion. The motion passed with 4 Ayes and 1Nay. Steve Cosper, Jason Thelin, Chuck Castleton, and Judi Pickell all voted Aye. Steve Swanson voted Nay.

RECOMMENDED ACTION:

We recommend that the Moyle Park Master Plan be prepared to be adopted with the following additions/changes.

Moyle Park Master Plan



The historical piece of property that is Moyle Park needs some work from the efforts of the caretakers, Alpine City, and volunteers for maintenance and enhancement. There are a lot of opportunities for people to do projects that would help the park immensely. This Master Plan shows some of those opportunities that the city and volunteers can take to start the process of revitalization and improvement. Basic property cleanup and trail maintenance is the first task that can be done and should be periodically done as needed. The key describes what the map represents and the numbers indicate the priority each project has according to the Moyle Park Committee. If done right, this park will not only better reflect its historical significance but it will draw people in to take advantage of the recreational amenity and educational tool that can be.

Moyle Park Master Plan Explanation

1. Drinking Fountain - There is currently nowhere for park guests to get a drink of water. The drinking fountain is planned to be put in a central location and would be fairly simple. More could be done to dress it up a bit but it is important to keep it simple and in harmony with the historic nature of the park.

2. Public Restroom - The location of the restroom has recently been decided to be placed directly south of the current pavilion. Part of the total cost needed for it will be from the Utah County Municipal Recreation Grant.

3. Entrance and West Fence Line Cleanup - The entrance needs to be addressed in a number of ways. The old rusty farm equipment needs to be reduced and/or placed somewhere else. Lilacs would be planted along the west fence line for buffering and the entrance road would be widened. This will clean up the entrance while making it safer for in/out traffic and easier for a snowplow to maintain the roadway in the winter.

4. Shade Trees - These trees would simply shade the old structures on the west fence line and help keep them cooler in the summer.

5. Plaques at the Entrance - The few plaques that are currently just south of the Indian Tower would be moved closer to the entrance or another place that makes sense to create space to provide more parking.

6. Build Bridge and Acquire Easement - The spot that makes most sense for a bridge to link the property that is divided by Dry Creek is on private property. The bridge could probably be a winter project for our public works employees (see bridges on trail south of Canyon Crest road along Dry Creek). An easement would need to be acquired from the neighboring property owner to ensure that this ideal spot could be used to place the bridge.

7. Build Public Parking Areas - Parking is much needed within the park. There is currently no designated public parking areas. Parking would be placed near the current circle and on the other side of Dry Creek. Bus access/parking may also need to be considered at some point.

8. Obtain New Swing Set - The old swing set is currently not compliant with safe playground equipment standards. A new swing set will need to replace the current one.

9. Build Amphitheatre - There is currently a volleyball court that is dilapidated and never used. A volleyball court also does not fit with the historical nature of the park. It

is proposed that this area be re-graded into a simple contoured grass hill and be used as an amphitheatre for park use.

10. Build Fence for Buffering - The park is pretty well buffered on most sides. Fencing along the south side of the proposed public restrooms would help buffering between the park and the residence to the south.

11. Clear Area and Plant Grass - This area is currently a short walking area and is overgrown and difficult to maintain. Clearing some of the vegetation and replacing it with grass would create a nice area to congregate and it would be easier to maintain.

12. Acquire Property to Add to Park - There is currently a structure that is south of the park on private property that is also a historic Moyle home. Acquiring this structure and the surrounding property would preserve the historical significance of that home and add more space to the park.

September 16, 2014

Subject: Moyle Park Master Plan
Preliminary Cost Estimate

Item		Quantity	Unit		Cost/Unit		Total	Sub-Totals
1	Drinking Fountain							
a	Faucet*	1	Each	@ $	69.95	$	69.95	
b	Connect to existing water service (parts)	1	LS	@ $	200.00	$	200.00	
d	Drain Line (to creek)	1	LS	@ $	750.00	$	750.00	
							SUB-TOTAL $	1,019.95
2	New Public Restroom							
a	Restroom Quote	1	Each	@ $	45,000.00	$	45,000.00	
							SUB-TOTAL $	45,000.00
3	Entrance and west fence line cleanup							
a	Landscaping Lilacs	50	Each	@ $	18.00	$	900.00	
b	Landscaping Pine Trees (6-7')	6	Each	@ $	100.00	$	600.00	
c	Concrete Borders for Equipment	400	LF	@ $	15.00	$	6,000.00	
d	Sprinkling System	1	LS	@ $	2,500.00	$	2,500.00	
e	Grading for seed	1	LS	@ $	1,000.00	$	1,000.00	
f	Seed	2	Each	@ $	300.00	$	600.00	
g	Widen roadway entrance to 20' (3" asphalt & 8" base course)	2790	SF	@ $	2.25	$	6,277.50	
							SUB-TOTAL $	17,877.50
4	Plant Shade Trees*							
a	2" Caliper Shade Tree	3	Each	@ $	150.00	$	450.00	
							SUB-TOTAL $	450.00
5	Place Plasques at Entrance							
a	To be done by Eagle Scouts	1	Each	@ $	-	$	-	
							SUB-TOTAL $	-
6	Build Bridge & Aquire Easement							
a	8'x40' Pedestrian Bridge	320	SF	@ $	115.00	$	36,800.00	
b	Acquire Easement	1275	SF	@ $	2.30	$	2,932.50	
							SUB-TOTAL $	39,732.50
7	Build Public Parking Areas							
a	Tree and brush removal	1	LS	@ $	3,000.00	$	3,000.00	
b	rough grading	1	LS	@ $	1,000.00	$	1,000.00	
c	3" Asphalt & 8" Base	6018	SF	@ $	1.80	$	10,832.40	
d	12" Subbase	7525	SF	@ $	0.80	$	6,020.00	
e	curb and gutter removal	300	LF	@ $	5.00	$	1,500.00	
f	curb and gutter	317	LF	@ $	15.00	$	4,755.00	
							SUB-TOTAL $	27,107.40
8	Obtain New Swingset							
a	Modify Sprinklers	1	LS	@ $	200.00	$	200.00	
b	Add 12" of Wood Chips	53	yds	@ $	19.00	$	1,013.33	
c	12" Pea Gravel (optional for drainage)	53	yds	@ $	6.00	$	318.00	
d	Install Concrete Border	152	LF	@ $	15.00	$	2,280.00	
e	Two-bay, 4 Seater, 10' Tall Swing Set	1	LS	@ $	1,800.00	$	1,800.00	
							SUB-TOTAL $	5,611.33
9	Build Amphitheatre (A simple contoured grass hill)							
a	Tree and brush removal	1	LS	@ $	500.00	$	500.00	

b	grading	2200	SF	@	$	0.25	$	550.00		
c	sprinklers	2200	SF	@	$	0.75	$	1,650.00		
d	Hydroseed	2200	SF	@	$	0.08	$	176.00		
								SUB-TOTAL	$	2,876.00
10	Build Fence for Buffering									
a	Stone Pre-Cast Concrete Fence	150	LF	@	$	70.00	$	10,500.00		
								SUB-TOTAL	$	10,500.00
11	Clear Area and Plant Grass									
a	Tree and brush removal	1	LS	@	$	1,500.00	$	1,500.00		
b	grading	7800	SF	@	$	0.65	$	5,070.00		
c	sprinklers*	7800	SF	@	$	0.75	$	5,850.00		
d	Hydroseed	7800	SF	@	$	0.08	$	624.00		
								SUB-TOTAL	$	13,044.00
12	Aquire Poperty to add to Park									
a	651 E 770 N - 0.50 Acres ESTIMATE!	1	LS	@	$	200,000.00	$	200,000.00		
								SUB-TOTAL	$	200,000.00

*Parts only, labor not included

TOTAL PROJECT COST	$	363,219
125% FUTURE COST	**$**	**454,023**

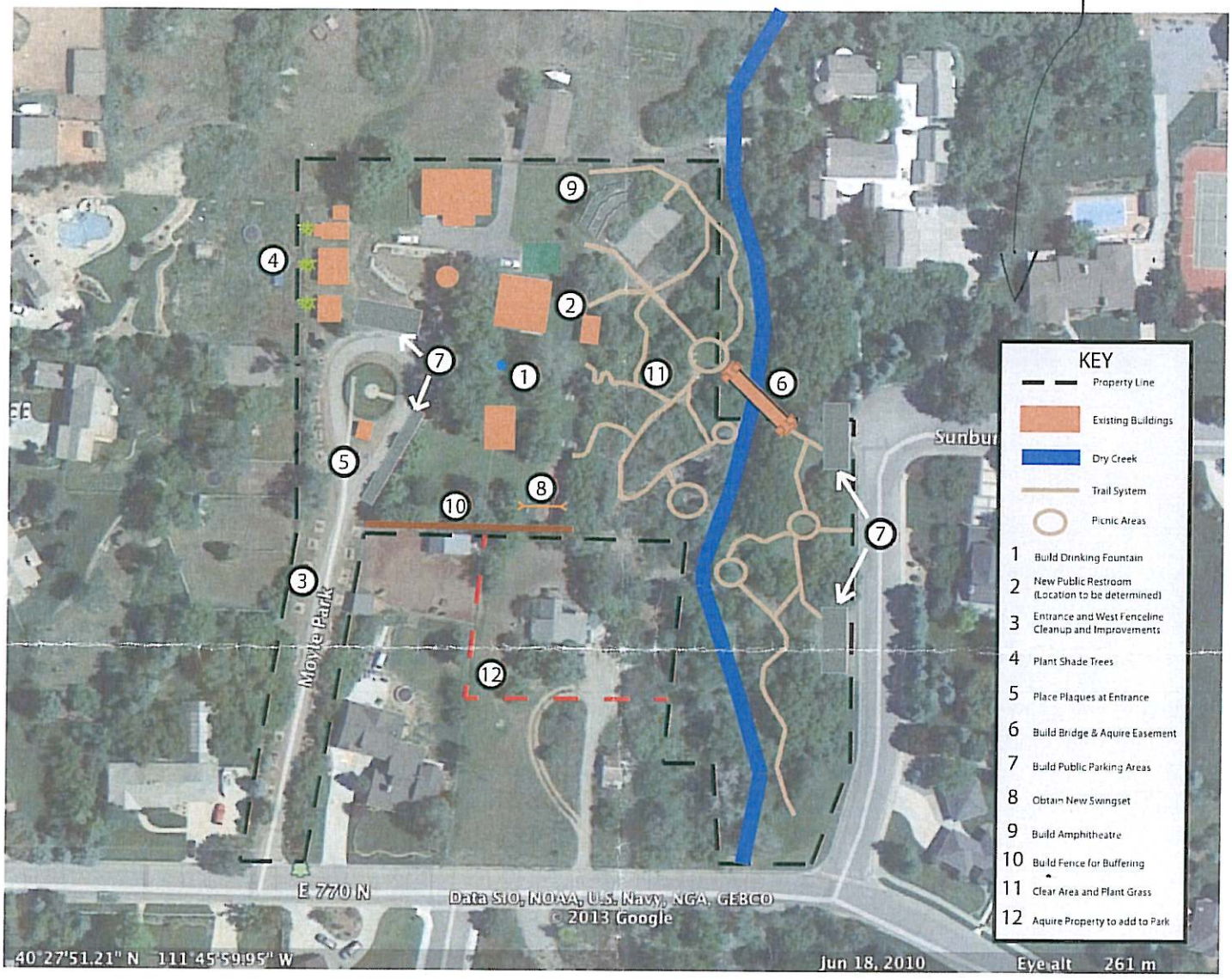
Sincerely,
ALPINE CITY

Jed Muhlestein, P.E.
Asistant City Engineer

cc: File

Moyle Park Master Plan

- Cost estimate for



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Item 1 – Drinking Fountain

Phone Agents Available Now! 866-855-2284

SIGNATURE HARDWARE

SKU: 345675

DRINKING FOUNTAIN FAUCET - CHROME

$69.95

LIST PRICE $94.95

FREE SHIPPING!

1

ADD TO CART

Item 2 – Public Restroom

The City Engineer has a detailed cost estimate for this item, it is available upon request.

Item 3 – Entrance Modifications

LILACS
RESTROOM FACILITY
OLD EQUIPMENT TO BE RELOCATED BETWEEN TREES
TREES
WIDEN ENTRANCE TO 20' OF ASPHALT
(310'x9' 3" Asphalt)
GRASS IN BETWEEN OLD EQUIPMENT

Item 4 – Plant Shade Trees

Purchase Order Contract

Customer Job Name: Tree replacements

Trees Northwest
33150 SE Leewood Lane, Boring, OR
97009

Contract # 6472
Date: 5/30/2014

Customer Information

Alpine City
181 E 200 N (20 N Main)
Alpine City, UT 84004-
(801) 420-3102

Note: This form consists of 2 pages, each of which must be signed and returned along with payment before your order can be confirmed and held, and shipping can be arranged.

Order Grand Total: **$2,346.00**

Note: Underlined Descriptions and/or sizes indicate a substitution

Common Name	Botanical Name	Size		Qty	Cost	Total	Notes
Tulip Tree	Liriodendron tulipifera	cal	2"	8	$129.00	$1,032.00	
Maple, Autumn Blaze	Acer x freemanii 'Autumn Blaze'	cal	2"	3	$135.00	$405.00	
Crab, Spring Snow	Malus 'Spring Snow'	*gal*	*15*	1	$99.00	$99.00	
Sub. for: Crab, Spring Snow	Malus 'Spring Snow'	cal	2"	1			
Locust, Shademaster	Gleditsia triacanthos 'Shademaster'	cal	2"	3	$145.00	$435.00	
Third Party Common Carrier	Shipping Costs Third Party	truckl:stimat		1	$375.00	$375.00	

Prices and availabilities may change at any time and will be confirmed and secured only upon reciept of completed and signed paperwork and fulfillment of the terms and conditions set forth. This is a binding contract to purchase. This contract includes 1 additional page(s) which must also be completed and signed. Freight is handled through a third party a price estimate of which will be submitted upon request.

Signature _____

Date _____

Item 6 – Build Bridge & Aquire Easment

Jed Muhlestein

From: Lakey, Russ <RLakey@conteches.com>
Sent: Thursday, June 26, 2014 4:20 PM
To: Jed Muhlestein
Subject: FW: Moyle Park Pedestrian Bridge Concept
Attachments: EXPRESS-Flier-FORM.pdf; photo4.JPG; photodeck.JPG; Willard.bay.2014 05 15 pic (2).jpg

Jed, good talking to you earlier. Estimate for this size structure would be $90-$115sq ft.

See attached info pertaining to our Express Truss's.
*3 day lead time on stamped drawings
* 6-7 week fab time.

I also attached a few pics of recent installs of similar style bridges.

Thanks,

Note-CONTECH now has (2) UT locations-
1224 West Stock Road Ogden, UT 84401
1109 West 2300 North SLC, Utah 84116

Russ Lakey

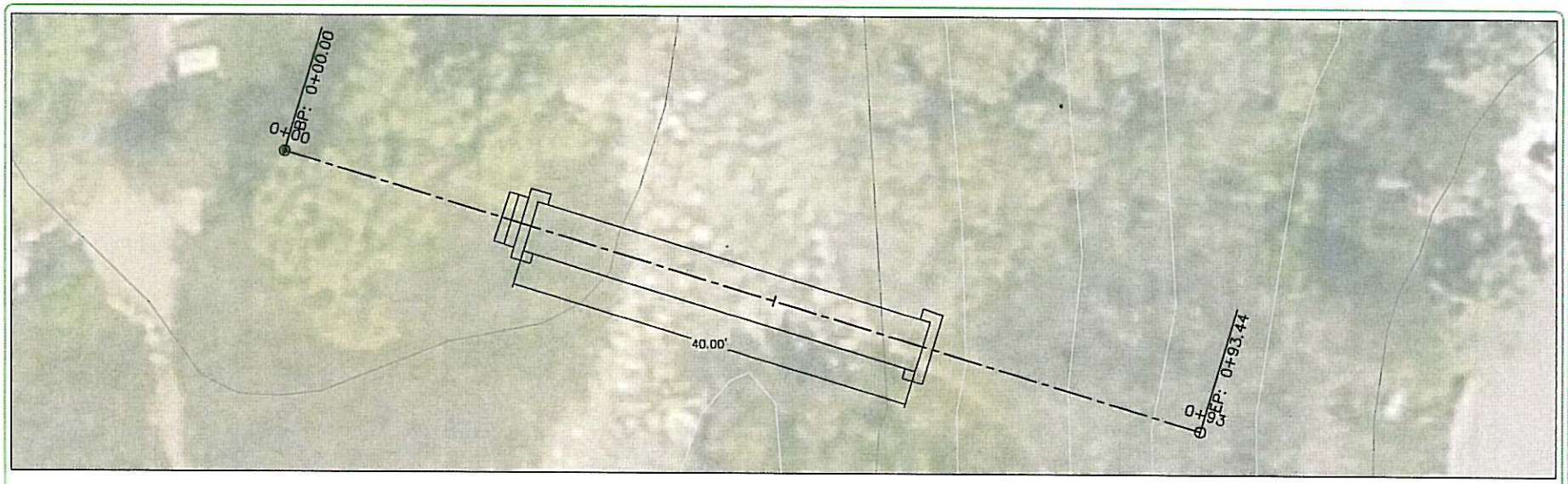
Sales Engineer
Contech Engineered Solutions
1224 W. Stock Rd. Ogden, UT 84401
Cell-801-860-3060/Fax-801-334-2499
rlakey@conteches.com
www.ContechES.com

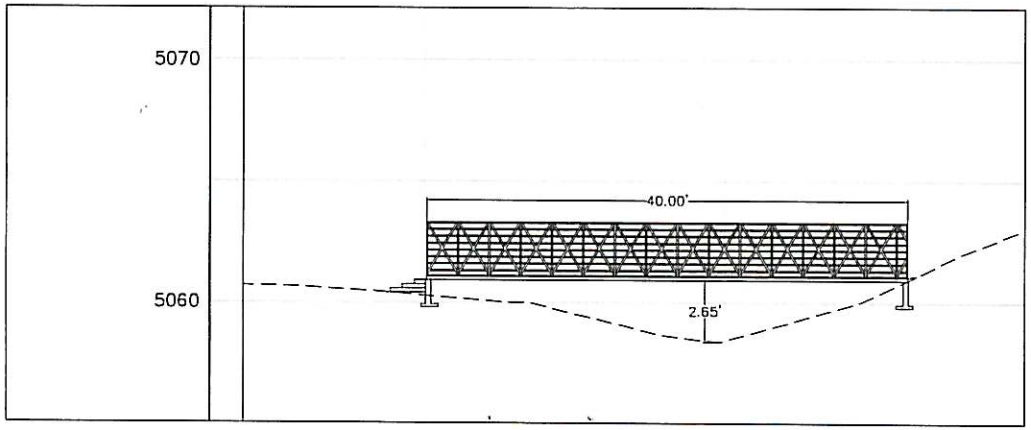
From: Jed Muhlestein [mailto:jed@alpinecity.org]
Sent: Thursday, June 26, 2014 4:05 PM
To: Lakey, Russ
Subject: Moyle Park Pedestrian Bridge Concept

Russ,

AS we talked, we're just looking for a quick cost estimate on the attached concept plan. We can get into details later if this goes anywhere. Thanks!

Jed Muhlestein, P.E.
Assistant City Engineer
Cell (801) 473-0076
jed@alpinecity.org





2002312

REMARKS

1. Revised (7-7-10) Profile Labels for SDUH-A2 & SDUH-B4

Moyle Park Pedestrian Bridge
CONCEPT PLAN - June 2014

Plan & Profile

Engineering File Number: –

Drawing: –

Sheet: 1 of 1

ACME

CONTINENTAL
BRIDGE
ALEXANDRIA, MN
800-328-2047
4000 LB VEHICLE
LOAD LIMIT
2002312

Item 7 – Public Parking Areas

19 Parking Stalls
2 Bus Parking Stalls

Item 8 – New Swingset

Play Space Designs Inc.

Play Space Designs Inc.
6321 S. Heughs Canyon Dr.
Salt Lake City, UT 84121

(801)680-2001
playhf@aol.com
http://goplayspace.com

Estimate

Date	Estimate No.
06/30/2014	1110
	Exp. Date

Address
Alpine City ATTN; Jed

Activity	Quantity	Rate	Amount
• LA Steelcraft: 2 Bay 4 Seat swing, 10' high strap seats	1	1,451.00	1,451.00

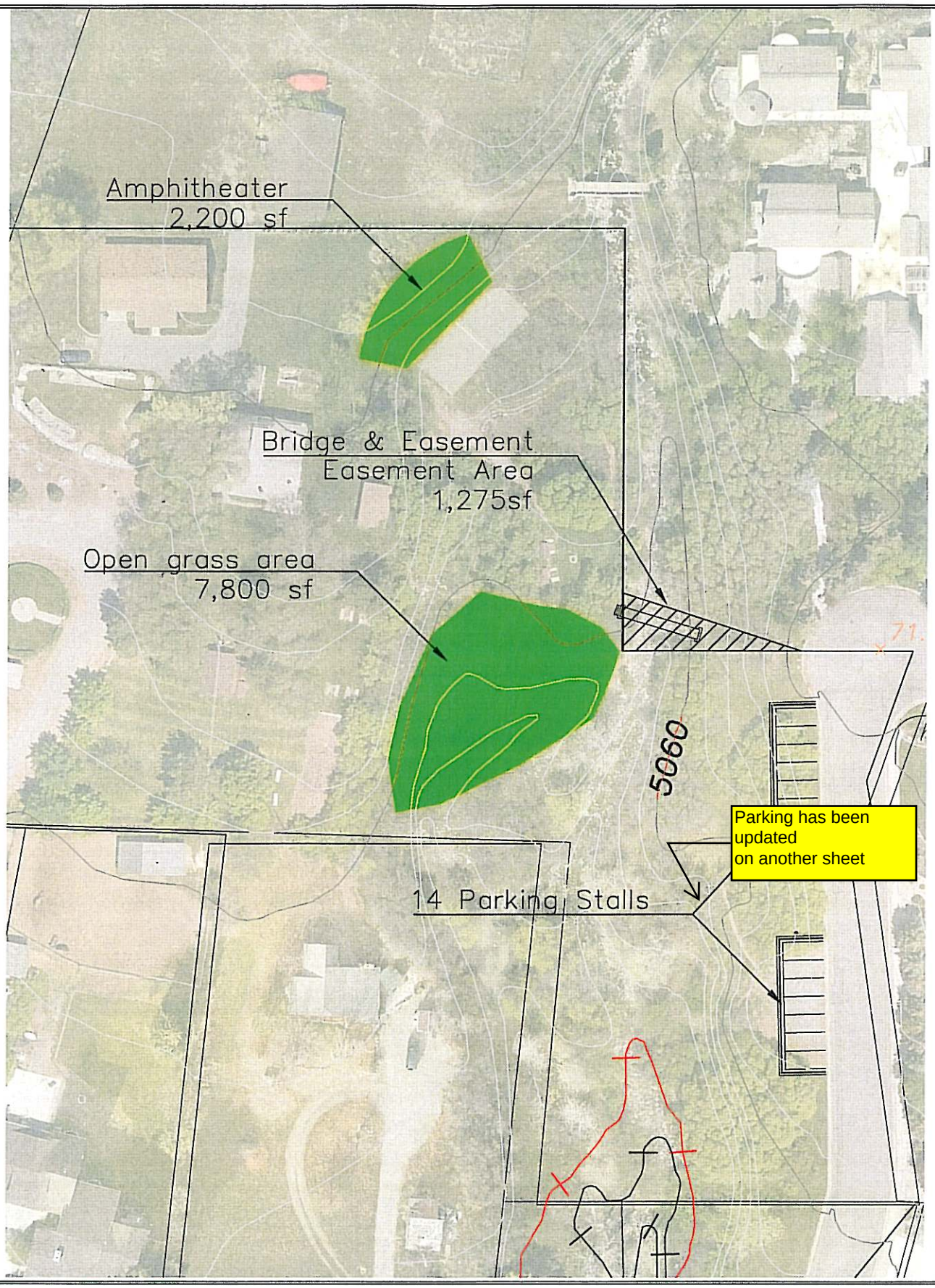
-Equipment Required for offloading
-Please inventory product within 5 days of receipt and notify us of any problems
-50% deposit required
-We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.

SubTotal	$1,451.00
Shipping	$310.00
Total	$1,761.00

Accepted By

Accepted Date

Item 9 – Amphitheatre



Moyle Park
Master Plan Ideas

Bridge & Easement Location

Item 10 – Fence

STONE / CEMENT WALL
150'

Stonehenge Fence LLC

Our Fences & Decks Last the Test of Time!

Stonehenge Fence LLC
PO Box 1270
Orem, UT 84059-1270

(801)607-5733

Estimate

Date	Estimate No.
07/08/2014	12640A

Exp. Date

Address
Jed Muelstien Alpine City Alpine, Utah 84004 USA

Sales Person	Job Name
Justin	Moyle Park

Date	Quantity	Activity	Rate	Amount
07/08/2014	1	6' Precast fencing for approx 1290' of fence. Labor and materials	79,950.00	79,950.00
07/08/2014	3	12' double drive Heavy duty Black Iron Gates material and Installtion	1,425.00	4,275.00
07/08/2014	1	$20 fee for returned checks. 3% fee for credit card charges. 20% restocking fee to cancel. Customer (BUYER) agrees to the following terms upon signing contract: Balance due within 10 DAYS from DUE DATE. If not paid, a 21% (1.75% per month) interest will be charged on past due balance. Any changes to this agreement must be executed in writing & approved by both parties & could result in extra charges. BUYER may grant to SELLER a security interest in each item described. Upon default, SELLER shall have all rights & remedies of a secure party under the law. If necessary, account will be referred to collections or attorney. BUYER agrees to pay a collection fee of 35% of the past due balance & for all expenses, attorney's fees, & court costs incurred by SELLER. Customer responsibility: ___ SPRINKLER/PERSONAL UNDERGROUND UTILITY DAMAGES, ___ MARKING PROPERTY LINES, ___ COMPACTION & ANY GROUND SETTLEMENT, ___ OBTAIN BUILDING PERMITS (see city codes), ___ CLEAR OBSTRUCTIONS WITHIN 2' OF PROPERTY LINE, ___ EXCESS DIRT FROM HOLES.	0.00	0.00
		quote was for 1290 feet. We adjusted our linear footage to 150'. This quote was used to estimate what it would cost for a shorter distance of 150'		
			Total	$84,225.00

Final approval on estimate requires a signature by the customer.
Coupons must be presented at the time of bid.

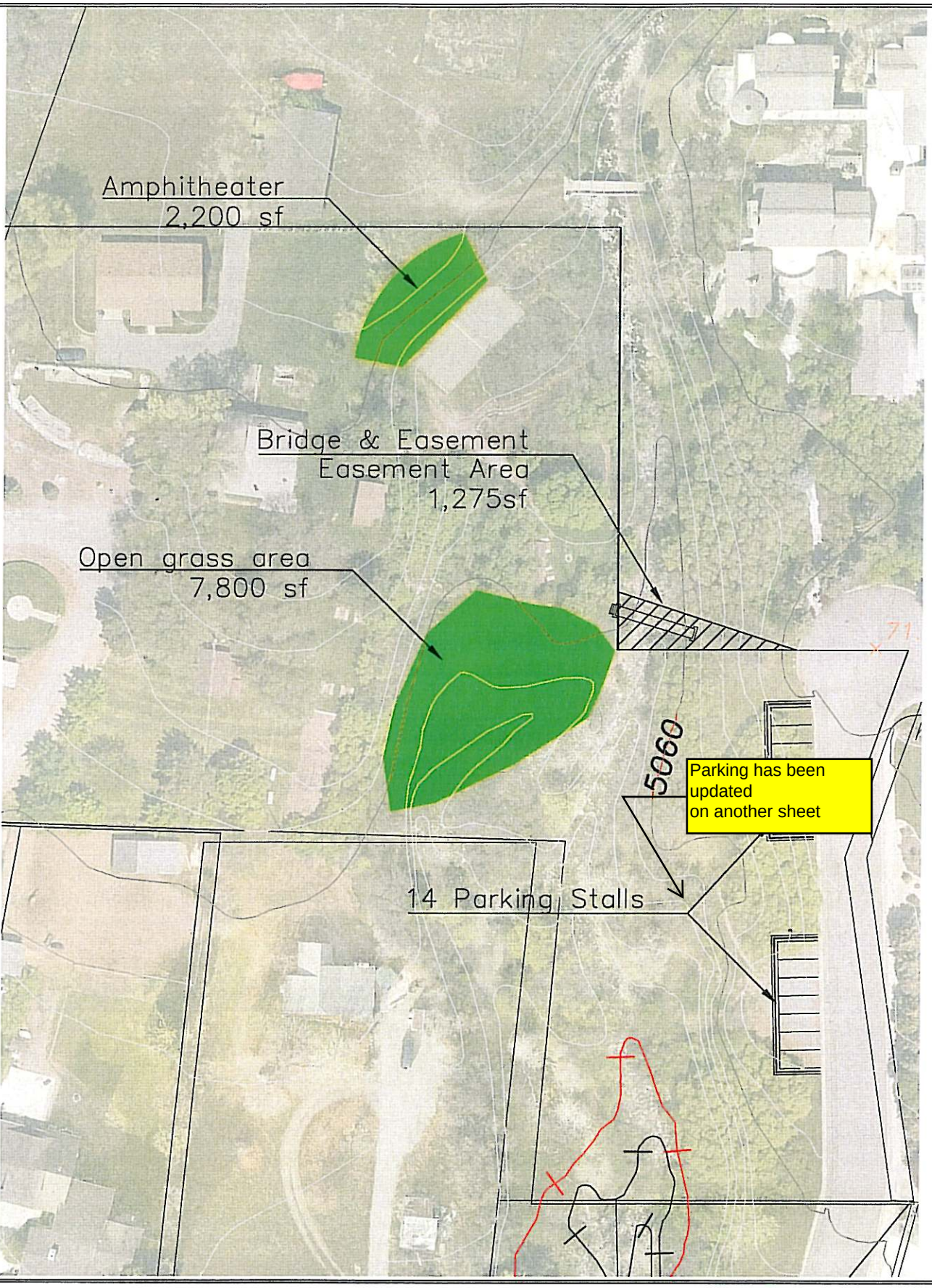
Accepted By

Accepted Date

Customer Signature:_____ (801)607-5733

Stonehenge Fence LLC

Item 11 – Cleared area and grass



Moyle Park
Master Plan Ideas

Bridge & Easement Location

Item 12 – Acquire Property to add

1 inch = 100 feet

0 50 100 200 300 400 Feet

N

ALPINE CITY COUNCIL AGENDA

SUBJECT: Wireless Telecommunications Amendment

FOR CONSIDERATION ON: 23 September 2014

PETITIONER: City Council

ACTION REQUESTED BY PETITIONER: Adopt Proposed Amendment

APPLICABLE STATUTE OR ORDINANCE: Article 3.27 (Wireless Telecommunications)

PETITION IN COMPLIANCE WITH ORDINANCE: Yes

BACKGROUND INFORMATION:

Last meeting, the City Council discussed a proposed amendment to the wireless telecommunications ordinance. After much discussion a motion was made.

> **MOTION:** Will Jones moved to adopt the language from federal statutes and keep the provisions in the ordinance that any applications for upgrades or new towers had to go through the approval process with the DRC, the Planning Commission and City Council.
>
> Troy Stout seconded. Ayes: 4 Nays: 0. Will Jones, Troy Stout, Lon Lott, Roger Bennett voted aye. Motion passed.

The language from the from the federal statute states:

> State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. For purposes of this subsection, the term ‘‘eligible facilities request’’ means any request for modification of an existing wireless tower or base station that involves
>
> (A) collocation of new transmission equipment;
> (B) removal of transmission equipment; or
> (C) replacement of transmission equipment.

RECOMMENDED MOTION:

We adopt Ord. No. 2014-15 that will amend the wireless telecommunications ordinance to include language from the federal statute regarding the approval process for requests to modify existing wireless towers and base stations.

ORDINANCE NO. 2014-15

AN ORDINANCE ADOPTING THE AMENDMENTS OF ARTICLE 3.27 OF THE ALPINE CITY DEVELOPMENT CODE RELATING TO THE ADDITION OF SOME LANGUAGE FROM THE FEDERAL STATUTE FOR MODIFICATIONS TO WIRELESS TELECOMMUNICATION TOWERS

WHEREAS, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance regarding wireless telecommunications; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

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

The amendments to Article 3.27 contained in the attached document will supersede Article 3.27 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 23rd day of September 2014.

_____

Don Watkins, Mayor

ATTEST:

_____

Charmayne G. Warnock, Recorder

ARTICLE 3.27 WIRELESS TELECOMMUNICATIONS ORDINANCE

(Ordinance No. 2006-06, 4/25/06; Amended by Ordinance No. 2012-05, 7/10/12)

3.27.1 GENERAL PROVISIONS

1. Title. This Ordinance shall be known as the Wireless Telecommunications Ordinance.

2. Purpose & Intent. The unique character, landscapes and scenic vistas of Alpine are among its most valuable assets. Preserving and promoting those assets are essential to the long-range social and economic wellbeing of the City and its inhabitants. Protecting these assets requires sensitive placement and design of wireless communication facilities so that these facilities remain in scale and harmony with the existing character of the community.

   a. To amend Ordinance No. 2006-06 to accommodate new technology and develop regulations on the use and development of City property for new cell tower facilities.
   b. To regulate personal wireless services antennas, with or without support structures, and related electronic equipment and equipment structures.
   c. To provide for the orderly establishment of personal wireless services facilities in the City.
   d. To minimize the number of antenna support structures by encouraging the co-location of multiple antennas on a single new or existing structure.
   e. To establish siting, appearance and safety standards that will help mitigate the potential impacts related to the construction, use and maintenance of personal wireless communication facilities.
   f. To comply with the Telecommunication Act of 1996 by establishing regulations that (1) do not prohibit or have the effect of prohibiting the provision of personal wireless services, (2) do not unreasonably discriminate among providers of functionally equivalent services, and (3) are not based on the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communications Commission's regulations concerning such emissions.

3. Findings.

   a. Personal wireless services facilities (PWSF) are an integral part of the rapidly growing and evolving telecommunications industry, and present unique zoning challenges and concerns by the City.
   b. The City needs to balance the interests and desires of the telecommunications industry and its customers to provide competitive and effective telecommunications systems in the City, against the sometimes differing interests and desires of others concerning health, safety, welfare, and aesthetics, and orderly planning of the community.
   c. The City has experienced an increased demand for personal wireless services facilities to be located in the City, and expects the increased demand to continue in the future.
   d. It is in the best interests of the City to have quality personal wireless services facilities available, which necessarily entails the erection of personal wireless services facilities in the City.
   e. The unnecessary proliferation of personal wireless services facilities through the City creates a negative visual impact on the community.
   f. The visual effects of personal wireless services facilities can be mitigated by fair standards regulating their siting, construction, maintenance and use.
   g. A private property owner who leases space for a personal wireless services facility is the only one who receives compensation for the facility, even though numerous other property owners in the area are adversely affected by the location of the facility.
   h. Chapter 69-3, Utah Code Annotated, grants cities the authority to create or acquire sites to accommodate the erection of telecommunications tower in order to promote the location of telecommunication towers in a manageable area and to protect the aesthetics and environment of the area. The law also allows the City to require the owner of any tower to accommodate the multiple use of the tower by other companies where feasible and to pay the City the fair market rental value for the use of any City-owned site.

i. Telecommunications towers located on government property with the lease payments being paid to Alpine City instead of individual property owners evenly distributes the income from the lease payments to all citizens of Alpine through increased government services thus indirectly compensating all of the citizens of Alpine for the impact all citizens experience. The public policy objectives to reduce the proliferation of telecommunications towers and to mitigate their impact can be best facilitated by locating telecommunications and antenna support structures on property owned, leased or used by Alpine City as a highest priority whenever feasible.

4. Definitions. The following words shall have the described meaning when used in this ordinance, unless a contrary meaning is apparent from the context of the word.

   a. Antenna. A transmitting or receiving device used in telecommunications that radiates or captures radio signals.
   b. Antenna Support Structure. Any structure that can be used for the purpose of supporting an antenna(s).
   c. City. The City of Alpine, Utah.
   d. City-owned property. Real property that is owned by the City.
   e. Close to Tower Mount. Also known as slim mount, antennas on cell towers mounted very close to tower in order to appeal less noticeable.
   f. Co-location. The location of an antenna on an existing structure, tower or building that is already being used for personal wireless services facilities.
   g. Monopole. A single, self-supporting, cylindrical pole that acts as the support structure for one (1) or more antennas for a personal wireless services facility.
   h. Personal Wireless Services. Commercial mobile telecommunications services, unlicensed wireless communications services, and common carrier wireless telecommunications exchange access services.
   i. Personal Wireless Services Antenna. An antenna used in connection with the provision of personal wireless services.
   j. Personal Wireless Services Facilities (PWSF). Facilities for the provision of personal wireless services. Personal wireless services facilities include transmitters, antennas, structures supporting antennas, and electronic equipment that is typically installed in close proximity to a transmitter.
   k. Private Property. Any real property not owned by the City, even if the property is owned by another public or government entity.
   l. Quasi public use. Uses such as a school or church or other uses defined as quasi public uses in Section 3.1.11 of the Alpine City Zoning Ordinance.
   m. Tower. A freestanding structure that is used as a support structure for antenna.
   n. Whip antenna. An antenna that is cylindrical in shape. Whip antennas can be directional or omnidirectional and vary in size depending on the frequency and gain for which they are designed.

5. Applicability. This ordinance (the Wireless Telecommunications Ordinance) applies to both commercial and private low power radio services and facilities, such as “cellular” or PCS (personal communications system) communications and paging systems. This ordinance shall not apply to the following types of communications devices, although they may be regulated by other City ordinances and policies.

   a. Amateur Radio. Any tower or antenna owned and operated by an amateur radio operator licensed by the Federal Communication Commission.
   b. Amateur T.V. Any tower or antenna owned and operated by an amateur T.V. operator licensed by the Federal Communication Commission.
   c. Satellite. Any device designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution service or direct satellite service.
   d. Cable. Any cable television head-end or hub towers and antennas used solely for cable television services.

3.27.2 LOCATION AND TYPES OF TOWERS/ANTENNAS

1. Personal Wireless Services Facilities Site Locations. The following are currently approved locations:

   a. Co-location on an existing tower.
   b. City owned property.
   c. Property in conjunction with a quasi-public or public use.
   d. Commercial property in the business commercial zone.

   No new towers shall be located in Lambert Park.

   New towers shall be located no closer than a one-quarter (1/4) mile radius from another tower and shall be no closer to a residence than two (2) times the height of the tower.

   If the applicant desires to locate on a site other than the approved sites listed above, the applicant shall have the burden of demonstrating to the City why it cannot locate on an approved site. To do so, the applicant shall provide the following information to the City:

   a. The identity and location of any approved sites located within the desired service area.
   b. The reason(s) why the approved sites are not technologically, legally, or economically feasible. The applicant must make a good faith effort to locate towers and antennas on an approved site. The City may request information from outside sources to justify or rebut the applicant's reason(s) for rejecting an approved site.
   c. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network. If the applicant desires to construct a monopole, the applicant shall also submit a detailed written description of why the applicant cannot obtain coverage using existing towers.

2. Permitted and Non-Permitted Towers and Antennas.

   a. Permitted. The following are permitted:

      1. Co-location on existing towers.
      2. Existing towers may be maintained, used, and upgraded or replaced. A replacement tower shall not exceed the height of the tower being replaced.
      3. Monopoles are permitted subject to the following:
         a. A monopole shall not exceed eighty feet (80').
      4. Roof-mounted Antennas are permitted subject to the following:
         a. A roof-mounted antenna shall be screened, constructed, and/or colored to match the structure to which it is attached.
         b. A roof-mounted antenna shall be set back from the building edge one (1) foot for every one (1) foot of antenna height and shall not exceed fifteen (15) feet in height.
      5. All new antennas shall be slim-mounted or mounted to an existing array.

   b. Not Permitted. The following are not permitted:

      1. Lattice Towers. Lattice appearance is not permitted.
      2. Guyed Towers.

3. Co-location Requirement. Unless otherwise authorized by the approving authority for good cause shown, every new tower shall be designed and constructed to be of sufficient size and capacity to accommodate at least two (2) additional wireless telecommunications providers on the structure in the future.

4. Lease Agreement. The City has no implied obligation to lease any particular parcel of City-owned property to an applicant. The City shall enter into a standard lease agreement with the applicant for any facility built on City property. The Mayor or designee is hereby authorized to execute the standard lease agreement on behalf of the City. The lease shall contain the condition that the approving authority must first approve the site plan before the lease can take effect, and that failure to obtain such approval renders the lease null and void.

3.27.3 PROCEDURE

State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. For purposes of this subsection, the term ‘‘eligible facilities request’’ means any request for modification of an existing wireless tower or base station that involves:

(A) collocation of new transmission equipment;
(B) removal of transmission equipment; or
(C) replacement of transmission equipment.

1. Application Requirements. Any person desiring to develop, construct or establish a personal wireless services facility in the City shall submit an application for site plan approval to the City. A site plan shall be required for all new towers and antennas and any modification or replacement of a tower or antenna. The City shall not consider the application until all required information has been included. The application shall be submitted to the City Planner at least fourteen (14) days prior to the public meeting at which it will be presented to the Planning Commission. The applicant shall include the following:

   a. Fee. The applicable fee shall be paid to the City Recorder, payable to Alpine City, as set forth in the Alpine City Consolidated Fee Schedule.
   b. Site Plan. A site plan meeting the City’s standard requirements for site plans.
   c. Notification Letter. The applicant shall submit a list of all property owners within five hundred (500) feet of the boundaries of the property where the proposed tower or antenna is to be located. The applicant shall also submit envelopes that have been stamped and addressed to all property owners on the list. The City may require a greater distance if deemed necessary or appropriate. The City shall prepare a notification letter to be sent to the property owners on the list submitted by the applicant to be mailed out at least seven (7) days prior to the public meeting at which the application will be presented to Planning Commission. The letter shall contain the following information:

      1. Address or location of the proposed tower, co-location, tower modification, etc.
      2. Name of the applicant.
      3. Type of tower/antenna (e.g. monopole, roof antenna, etc.)
      4. Date, time, and place of the public meeting at which the application will be presented to the Planning Commission.

   d. Sign. The applicant shall erect a sign of sufficient durability, and print and size quality that is reasonably calculated to give notice to passers-by. The sign shall be posted at least fourteen (14) days prior to the public meeting at which the application will be presented to the Planning Commission. The sign:

      1. Shall be 4 ft. (H) x 8 ft. (W)
      2. Shall not be more than six (6) feet in height from the ground to the highest point of the sign; and
      3. Shall be posted five (5) feet inside the property line in a visible location on the property where the tower/antenna is to be located. If the property is located in such a spot that the sign would not be visible from the street, the sign shall be erected in another location close by that will give notice to passers-by, or at Alpine City Hall.

The applicant shall be responsible to obtain permission of the property owner to erect the sign. The sign shall include the following information:

a. Address of location of the proposed tower, co-location, tower modification, etc.
b. Type of tower/antenna (e.g. monopole, roof antenna, etc.)
c. Date, time, and place of the public meeting at which the application will be presented to the Planning Commission.

e. Written Information. The following written information shall be submitted:

1. Maintenance. A description of the anticipated maintenance needs for the facility, including frequency of service, personnel needs, equipment needs, and traffic noise or safety impacts of such maintenance.
2. Service Area. A description of the service area for the antenna or tower and a statement as to whether the antenna or tower is needed for coverage or capacity.
3. Licenses and Permits. Copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the antenna.
4. Radio Frequency Emissions. A written commitment to comply with applicable Federal Communications Commission radio frequency emission regulations.
5. Liaison. The name of a contact person who can respond to questions concerning the application and the proposed facility. Include name, address, telephone number, facsimile number and electronic mail address, if applicable.

2. Approval Process. The application and site plan shall be reviewed by the City pursuant to its standard site plan approval process. The City shall process all applications within a reasonable time and shall not unreasonably discriminate among providers of functionally equivalent services. Any decision to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record. The application and site plan will be reviewed by Planning Commission for a recommendation to City Council. The City Council shall review the application and site plan and shall act as the land use authority in approving or denying the application and site plan.

   The Planning Commission may, if it deems necessary, require each application to be reviewed independently by a certified radio frequency engineer, licensed to do such work in the State of Utah. The purpose of the review is to determine if other locations are available to achieve an equivalent signal distribution and not significantly affect the operation of the telecommunications facility. Such a review may be required when an applicant indicates that no other acceptable location exists. The costs of an independent review shall be borne by the applicant.

3. Building Permits.

   a. General Requirements. No tower or antenna support structure shall be constructed until the applicant obtains a building permit from the City. No building permit shall be issued for any project for which a site plan or amended site plan is required, until the site plan or amended site plan has been approved by the appropriate authority. If the design or engineering of the antenna support structure is beyond the expertise of the Building Official, the City may require third party review by an engineer selected by the City prior to the issuance of a building permit. The applicant shall pay an additional fee to cover the cost of the third party review.
   b. Additional Requirements for New Towers. If the applicant is constructing a new tower, the applicant shall, if requested by the City, submit a written report from a qualified structural engineer licensed in the State of Utah, documenting the following:

      1. Height and design of the new tower, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design.
      2. Seismic load design and wind load design for the new tower.

3. Total anticipated capacity of the new tower, including number and types of antennas which can be accommodated.
4. Structural failure characteristics of the new tower and a demonstration that the site and setbacks are adequate size to contain debris.
5. Soil investigation report, including structural calculations.

3.27.4 SAFETY

1. Regulation Compliance.
   a. Compliance with FCC and FAA Regulations. All operators of personal wireless services facilities shall demonstrate compliance with applicable Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) regulations, including FCC radio frequency regulations, at the time of application and periodically thereafter as requested by the City. Failure to comply with the applicable regulations shall be grounds for revoking a site plan.
   b. Other Licenses and Permits. The operator of every personal wireless services facility shall submit copies of all licenses and permits required by other agencies and governments with the jurisdiction over the design, construction, location and operation of the facility to the City, shall maintain such licenses and permits in good standing, and shall provide evidence of renewal or extension thereof upon request by the City.
2. Protection Against Climbing. Towers shall be protected against unauthorized climbing by removing the climbing pegs from the lower 20 feet of the towers.
3. Fencing. Towers shall be fully enclosed by a minimum 6-foot tall fence or wall, as directed by the City, unless the City determines that a wall or fence is not needed or appropriate for a particular site due to conditions specific to the site.
4. Security Lighting Requirement. Towers shall comply with the FAA requirements for lighting. The City may also require security lighting for the site. If security lighting is used, the lighting impact on surrounding residential areas shall be minimized by using indirect lighting, where appropriate.
5. Emergency. The City shall have the authority to move or alter a personal wireless services facility in case of emergency. Before taking any such action, the City shall first notify the owner of the facility, if feasible.

3.27.5 ADDITIONAL REQUIREMENTS

1. Regulations for Accessory Structures.
   a. Storage Areas and Solid Waste Receptacles. No outside storage or solid waste receptacles shall be permitted on site.
   b. Equipment Enclosures. All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services facility shall, whenever possible, be located within a lawfully pre-existing structure or completely below grade. When a new structure is required to house such equipment, the structure shall be harmonious with, and blend with, the natural features, buildings and structures surrounding such structure.
   c. Accessory Buildings. Freestanding accessory buildings used with a personal wireless services facility shall not exceed 450 square feet and shall comply with the setback requirements for structures in the zone in which the facility is located.
2. Parking. The City may require a minimum of one (1) parking stall for sites containing a personal wireless services facility and/or accessory buildings, if there is insufficient parking available on the site.
3. Maintenance Requirements. All personal wireless services facilities shall be maintained in a safe, neat, and attractive manner.
4. Landscaping. A landscaping plan shall be submitted to the Planning Commission who will make a recommendation to the City Council who will approve the landscape plan.
5. Site Restoration Upon Abandonment. All sites shall be restored to the original configuration upon abandonment.

6. Fencing. The City will determine the type of fencing used on wireless telecommunications sites on a case by case basis. In the case of the Rodeo Grounds, the fencing shall match the existing fencing. Fencing will recommend by the Planning Commission and approved by the City Council.
7. Color and material standards. The City shall make an administrative decision as to the color. To the extent the personal wireless services facilities extend above the height of the vegetation immediately surround it, they shall be painted in a nonreflective light gray, light blue or other hue, which blends with the skyline and horizon or a brown to blend in with the surrounding hillside.
8. Facility Lighting and Signage Standards. Facility lighting shall be designed so as to meet but not exceed minimum requirements for security, safety and/or FAA regulations. Lighting of antennas or support structures shall be prohibited unless required by the FAA and no other alternatives are available. In all instances, the lighting shall be designed so as to avoid glare and minimize illumination on adjacent properties. Lighting shall also comply with any applicable City lighting standards.
9. Facility Signs. Signs shall be limited to those needed to identify the numbers to contact in an emergency, public safety warnings, certifications or other required seals. These signs shall also comply with the requirements of the City's sign regulations.
10. Utility Lines. All utility lines serving new cell towers shall be located underground.
11. Business License. Each facility shall be considered as a separate use; and an annual business license shall be required for each facility.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Authorize Amending PSD Interlocal Agreement to Require Four Years Notice to Leave the PSD.

FOR CONSIDERATION ON: September 23, 2014

PETITIONER: Richard Nelson, City Administrator

ACTION REQUESTED BY PETITIONER: For Council consideration of amending the PSD Interlocal Agreement to require four years notice before a member city can leave the PSD.

INFORMATION: For some time the PSD has struggled with permanency issues. The three cities involved with the PSD have invested significant resources into both police and fire operations, with long term funding consequences. The present PSD requirement is that if a member city wants to leave the PSD they need to give only one year's notice before leaving the PSD. Those police and fire fighters/EMT working for the PSD are faced with the fact that one-third to one-half of the present positions could be eliminated if one of the member cities leaves the PSD. This change should increase the structural permanency of the PSD and bring stability to its employment opportunities. See attached proposed change in the Agreement.

RECOMMENDED ACTION: *That the City Council consider changing the Interlocal Agreement to lengthen the notice of leaving time frame from one year to four years.*

PROPOSED AMENDMENT TO "8. TERM OF AGREEMENT"
LONE PONE PEAK PSD
AMENDED INTERLOCAL AGREEMENT

(September 10, 2014)

Purpose: The purpose of this proposed amendment to the Lone Peak PSD Amended Interlocal Agreement is to bring more stability to the Lone Peak PSD structure by lengthening the notice of intent to withdraw period from twelve (12) months to forty-eight (48) months. This would mean that instead of one of the cities being able to give a one year notice of intent to withdraw that they would have to give a four year notice of intent to withdraw. The idea is that it gives the Police and Fire Departments, particularly the Fire Department, more stability to plan for longer range activities and to recruit police officers and fire/EMT officers. Present fire/EMT officers are faced with the prospect that on notice from any city that a third to a half of the fire/EMT positions would be eliminated in one year's time. This proposed amendment to the Interlocal Agreement would address this issue.

Present Agreement:

8. Term of Agreement. This Agreement shall in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least twelve (12) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

Proposed Change To The Agreement:

8. Term of Agreement. This Agreement shall be in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provide that notice of intent to withdraw has been given in writing to the other Cities at least ~~twelve (12)~~ ***fourty-eight (48)*** months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

Proposed New Agreement:

8. Term of Agreement. This Agreement shall in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least forty-eight (48) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Utah Valley Dispatch Facility Cost Assessment – Decision on Alpine City's Participation in Funding the Proposed Dispatch Center

FOR CONSIDERATION ON: September 23, 2014

PETITIONER: Richard Nelson, City Administrator

ACTION REQUESTED BY PETITIONER: For Council consideration of Alpine City becoming a permanent member of the Utah Valley Dispatch Special Service District by becoming a city committed to funding the proposed new dispatch center.

INFORMATION:

1. **Alpine City is a member of the Utah Valley Dispatch Special Service District (UVDSSD).**
2. **The present UVDSSD dispatch center is inadequate to meet the needs of the cities that it serves.**
3. **The UVDSSD Board has recommended that a new dispatch center be built on land that is part of the County jail/sheriff complex in Spanish Fork. The cost of the facility is approximately $3,500,000. (See attached UVDSSD Facility cost Assessments – Long Version for more information)**
4. **Alpine City's share of the cost for the facility is $95,074. This share is based on the City's share of the call volume of the center plus the base charge or 2.72%. (See UVDSSD Facility Cost Assessments – Short Version)**
5. **This facility and the need for improved dispatch center services have been discussed by the Lone Peak PSD Board on numerous occasions. The Lone Peak PSD Board voted to have each member city vote to determine if they want to go ahead with this option.**
6. **The Lone Peak PSD has considered contracting with Pleasant Grove to provide dispatch services. The dynamics of the service delivery issues of the Lone Peak PSD are such that this option was not a feasible approach. The problem is that Cedar Hills contracts with American Fork City to provide police services for the Cedar Hills. American Fork City is part of the UVDSSD and has no intention of leaving the UVDSSD. Police are the major users of dispatch services.**
7. **The creation of the proposed new dispatch center will not change the operating costs of the center except where natural growth would increase costs.**
8. **If the City Council votes to be a funding member of the UVDSSD new dispatch center, staff recommends that the City pay of its assessment as a one-time cash payment.**

RECOMMENDED ACTION: *That the City Council decide on whether they want to participate in the funding of the proposed UVDSSD dispatch center.*

UVDSSD Facility Cost Assessments

CITY/COUNTY	FY 2015 FEE PERCENTAGE	CASH	12-Year Bond	Annual Payment	20-Year Bond	Annual Payment
Alpine	2.72%	$95,074	$111,500	$9,292	$146,834	$7,342
American Fork	15.01%	$525,455	$616,237	$51,353	$811,524	$40,576
Cedar Fort	0.20%	$7,151	$8,387	$699	$11,045	$552
Cedar Hills	1.78%	$62,279	$73,039	$6,087	$96,185	$4,809
Eagle Mountain	5.75%	$201,118	$235,865	$19,655	$310,611	$15,531
Elk Ridge	0.46%	$16,203	$19,003	$1,584	$25,025	$1,251
Fairfield	0.10%	$3,472	$4,072	$339	$5,363	$268
Genola	0.30%	$10,541	$12,362	$1,030	$16,280	$814
Goshen	0.27%	$9,546	$11,195	$933	$14,743	$737
Highland	5.61%	$196,397	$230,329	$19,194	$303,321	$15,166
Lehi	17.39%	$608,772	$713,949	$59,496	$940,201	$47,010
Payson	8.11%	$283,939	$332,995	$27,750	$438,522	$21,926
Salem	2.34%	$81,759	$95,884	$7,990	$126,270	$6,314
Santaquin	3.49%	$122,157	$143,262	$11,939	$188,662	$9,433
Saratoga Springs	7.05%	$246,874	$289,526	$24,127	$381,277	$19,064
Spanish Fork	12.12%	$424,340	$497,653	$41,471	$655,360	$32,768
Utah County	16.82%	$588,830	$690,562	$57,547	$909,403	$45,470
Vineyard	0.24%	$8,294	$9,727	$811	$12,809	$640
Woodland Hills	0.22%	$7,798	$9,146	$762	$12,044	$602
	100%	$3,500,000	$4,104,693	$342,058	$5,405,478	$270,274

Utah Valley Dispatch Special Service District
Board of Directors Meeting
August 14, 2014

Agenda Item	3.3	Facility

Documents

1. Facility Cost Assessments
2. Dispatch Revenue Bonds Debt Service Schedules (4 pages)

Recommendation

Approve site and finance options for facility

Background

With completion of the facility needs and land studies, the next steps to meet the dispatch facility needs is moving forward. In assessing the location options, key factors come down to availability, radio connection and cost. Considering all these factors a recommendation is being made to purchase land on the Utah County Security Center property, for $240,000. The estimated project cost for the facility is $5,062,980. Combining that with land the total is $5,302,980. The recommendation will be to utilize current fund balance to bring the total required to finalize funding at $3,500,000. Financing options including cash payments and revenue bonds will be discussed, to include cash vs. revenue bonds.

Fiscal Impact

$5,302,980: $1,802,980 from fund balance, $3,500,000 in district member assessments

UVDSSD Facility Cost Assessments

CITY/COUNTY	FY 2015 FEE PERCENTAGE	CASH	12-Year Bond	Annual Payment	20-Year Bond	Annual Payment
Alpine	2.72%	$95,074	$111,500	$9,292	$146,834	$7,342
American Fork	15.01%	$525,455	$616,237	$51,353	$811,524	$40,576
Cedar Fort	0.20%	$7,151	$8,387	$699	$11,045	$552
Cedar Hills	1.78%	$62,279	$73,039	$6,087	$96,185	$4,809
Eagle Mountain	5.75%	$201,118	$235,865	$19,655	$310,611	$15,531
Elk Ridge	0.46%	$16,203	$19,003	$1,584	$25,025	$1,251
Fairfield	0.10%	$3,472	$4,072	$339	$5,363	$268
Genola	0.30%	$10,541	$12,362	$1,030	$16,280	$814
Goshen	0.27%	$9,546	$11,195	$933	$14,743	$737
Highland	5.61%	$196,397	$230,329	$19,194	$303,321	$15,166
Lehi	17.39%	$608,772	$713,949	$59,496	$940,201	$47,010
Payson	8.11%	$283,939	$332,995	$27,750	$438,522	$21,926
Salem	2.34%	$81,759	$95,884	$7,990	$126,270	$6,314
Santaquin	3.49%	$122,157	$143,262	$11,939	$188,662	$9,433
Saratoga Springs	7.05%	$246,874	$289,526	$24,127	$381,277	$19,064
Spanish Fork	12.12%	$424,340	$497,653	$41,471	$655,360	$32,768
Utah County	16.82%	$588,830	$690,562	$57,547	$909,403	$45,470
Vineyard	0.24%	$8,294	$9,727	$811	$12,809	$640
Woodland Hills	0.22%	$7,798	$9,146	$762	$12,044	$602
	100%	$3,500,000	$4,104,693	$342,058	$5,405,478	$270,274

UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT, UTAH

$3,500,000 DISPATCH FEE REVENUE BONDS
SERIES October 22, 2014
(12-YEAR OPTION)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/01/2015	250,000.00	2.560%	84,373.33	334,373.33
10/01/2016	260,000.00	2.560%	83,200.00	343,200.00
10/01/2017	265,000.00	2.560%	76,544.00	341,544.00
10/01/2018	275,000.00	2.560%	69,760.00	344,760.00
10/01/2019	280,000.00	2.560%	62,720.00	342,720.00
10/01/2020	285,000.00	2.560%	55,552.00	340,552.00
10/01/2021	295,000.00	2.560%	48,256.00	343,256.00
10/01/2022	300,000.00	2.560%	40,704.00	340,704.00
10/01/2023	310,000.00	2.560%	33,024.00	343,024.00
10/01/2024	320,000.00	2.560%	25,088.00	345,088.00
10/01/2025	325,000.00	2.560%	16,896.00	341,896.00
10/01/2026	335,000.00	2.560%	8,576.00	343,576.00
Total	$3,500,000.00	-	$604,693.33	$4,104,693.33

Yield Statistics

Bond Year Dollars	$23,620.83
Average Life	6.749 Years
Average Coupon	2.5600000%
Net Interest Cost (NIC)	2.5600000%
True Interest Cost (TIC)	2.5601377%
Bond Yield for Arbitrage Purposes	2.5601377%
All Inclusive Cost (AIC)	2.5601377%

IRS Form 8038

Net Interest Cost	2.5600000%
Weighted Average Maturity	6.749 Years

UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT, UTAH

$3,500,000 DISPATCH FEE REVENUE BONDS
SERIES October 22, 2014
(20-YEAR OPTION)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/01/2015	115,000.00	2.000%	144,828.33	259,828.33
10/01/2016	115,000.00	2.000%	151,500.00	266,500.00
10/01/2017	120,000.00	3.000%	149,200.00	269,200.00
10/01/2018	125,000.00	3.000%	145,600.00	270,600.00
10/01/2019	130,000.00	4.000%	141,850.00	271,850.00
10/01/2020	135,000.00	5.000%	136,650.00	271,650.00
10/01/2021	140,000.00	5.000%	129,900.00	269,900.00
10/01/2022	150,000.00	5.000%	122,900.00	272,900.00
10/01/2023	155,000.00	5.000%	115,400.00	270,400.00
10/01/2024	165,000.00	5.000%	107,650.00	272,650.00
10/01/2025	170,000.00	5.000%	99,400.00	269,400.00
10/01/2026	180,000.00	5.000%	90,900.00	270,900.00
10/01/2027	190,000.00	5.000%	81,900.00	271,900.00
10/01/2028	200,000.00	5.000%	72,400.00	272,400.00
10/01/2029	210,000.00	5.000%	62,400.00	272,400.00
10/01/2030	220,000.00	5.000%	51,900.00	271,900.00
10/01/2031	230,000.00	5.000%	40,900.00	270,900.00
10/01/2032	240,000.00	3.750%	29,400.00	269,400.00
10/01/2033	250,000.00	4.000%	20,400.00	270,400.00
10/01/2034	260,000.00	4.000%	10,400.00	270,400.00
Total	$3,500,000.00	-	$1,905,478.33	$5,405,478.33

Yield Statistics

Bond Year Dollars	$41,835.83
Average Life	11.953 Years
Average Coupon	4.5546561%
Net Interest Cost (NIC)	3.7031021%
True Interest Cost (TIC)	3.4740800%
Bond Yield for Arbitrage Purposes	3.4740800%
All Inclusive Cost (AIC)	3.4740800%

IRS Form 8038

Net Interest Cost	3.3830970%
Weighted Average Maturity	11.875 Years

UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT, UTAH

$1,200,000 DISPATCH FEE REVENUE BONDS
SERIES October 22, 2014
(12-YEAR OPTION)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/01/2015	85,000.00	2.560%	28,928.00	113,928.00
10/01/2016	90,000.00	2.560%	28,544.00	118,544.00
10/01/2017	90,000.00	2.560%	26,240.00	116,240.00
10/01/2018	95,000.00	2.560%	23,936.00	118,936.00
10/01/2019	95,000.00	2.560%	21,504.00	116,504.00
10/01/2020	100,000.00	2.560%	19,072.00	119,072.00
10/01/2021	100,000.00	2.560%	16,512.00	116,512.00
10/01/2022	105,000.00	2.560%	13,952.00	118,952.00
10/01/2023	105,000.00	2.560%	11,264.00	116,264.00
10/01/2024	110,000.00	2.560%	8,576.00	118,576.00
10/01/2025	110,000.00	2.560%	5,760.00	115,760.00
10/01/2026	115,000.00	2.560%	2,944.00	117,944.00
Total	$1,200,000.00	-	$207,232.00	$1,407,232.00

Yield Statistics

Bond Year Dollars	$8,095.00
Average Life	6.746 Years
Average Coupon	2.5600000%
Net Interest Cost (NIC)	2.5600000%
True Interest Cost (TIC)	2.5601377%
Bond Yield for Arbitrage Purposes	2.5601377%
All Inclusive Cost (AIC)	2.5601377%

IRS Form 8038

Net Interest Cost	2.5600000%
Weighted Average Maturity	6.746 Years

UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT, UTAH

$1,200,000 DISPATCH FEE REVENUE BONDS
SERIES October 22, 2014
(20-YEAR OPTION)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/01/2015	40,000.00	2.000%	49,661.15	89,661.15
10/01/2016	40,000.00	2.000%	51,937.50	91,937.50
10/01/2017	40,000.00	3.000%	51,137.50	91,137.50
10/01/2018	40,000.00	3.000%	49,937.50	89,937.50
10/01/2019	45,000.00	4.000%	48,737.50	93,737.50
10/01/2020	45,000.00	5.000%	46,937.50	91,937.50
10/01/2021	50,000.00	5.000%	44,687.50	94,687.50
10/01/2022	50,000.00	5.000%	42,187.50	92,187.50
10/01/2023	55,000.00	5.000%	39,687.50	94,687.50
10/01/2024	55,000.00	5.000%	36,937.50	91,937.50
10/01/2025	60,000.00	5.000%	34,187.50	94,187.50
10/01/2026	60,000.00	5.000%	31,187.50	91,187.50
10/01/2027	65,000.00	5.000%	28,187.50	93,187.50
10/01/2028	70,000.00	5.000%	24,937.50	94,937.50
10/01/2029	70,000.00	5.000%	21,437.50	91,437.50
10/01/2030	75,000.00	5.000%	17,937.50	92,937.50
10/01/2031	80,000.00	5.000%	14,187.50	94,187.50
10/01/2032	85,000.00	3.750%	10,187.50	95,187.50
10/01/2033	85,000.00	4.000%	7,000.00	92,000.00
10/01/2034	90,000.00	4.000%	3,600.00	93,600.00
Total	$1,200,000.00	-	$654,698.65	$1,854,698.65

Yield Statistics

Bond Year Dollars	$14,380.00
Average Life	11.983 Years
Average Coupon	4.5528418%
Net Interest Cost (NIC)	3.7057319%
True Interest Cost (TIC)	3.4776550%
Bond Yield for Arbitrage Purposes	3.4776550%
All Inclusive Cost (AIC)	3.4776550%

IRS Form 8038

Net Interest Cost	3.3869802%
Weighted Average Maturity	11.903 Years

DISPATCH BUILDING AGREEMENT

This Dispatch Building Agreement is made and entered into as of the ____ day of _____, 2014, by and between Utah County Dispatch Special Service District, a political subdivision organized and existing under the laws of the State of Utah (Districts) and [member], a political subdivision of the State of Utah (the AParticipant@).

RECITALS:

WHEREAS, District was organized under the Special Service District Act, Title 17D Chapter, Utah Code Annotated 1953, as amended, as a separate legal entity to provide dispatch services to public safety entities located in Utah County; and

WHEREAS, in order to provide adequate dispatch services, given the current volume of calls, District is now undertaking the acquisition and construction of a new building to house dispatching equipment and personnel located in Spanish Fork City, Utah (the AProject@); and

WHEREAS, certain of the Members have previously financed, or are willing to finance, their respective shares of the Cost of Construction of the Project and other Members (the ADebt Service Members@) have requested that District finance the balance of the Cost of Construction, by issuing bonds (the ABonds@); and

WHEREAS, in order to enable District to issue the Bonds, it is necessary that each Debt Service Member enter a Dispatch Building Agreement which constitutes the legal, valid, and binding obligation of each respective Member and for District to pledge the payments required to be made as security for the payment of the Bonds; and

WHEREAS, District and the Debt Service Members are duly authorized under applicable provisions of law to execute, deliver, and perform this Agreement and their respective governing bodies having jurisdiction have taken all necessary actions and given all necessary approvals in

order to constitute this Agreement a legal, valid, and binding obligation of the parties hereto;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

Section 1. Definitions of Terms.

As used herein, the following terms shall have these meanings:

AAdditional Bonds@ means additional Bonds from time to time issued by District pursuant to the Bond Documents and in accordance with this Agreement.

AAnnual Budget@ means the budget adopted by District for each Contract Year.

AAuthorized Officer of District@ means the Chairman, Vice-Chairman, Secretary, or Treasurer of the Board, or the Executive Director of District when authorized to perform specific acts or duties under the Agreements by resolution duly adopted by the Board.

ABilling Period@ means the period of time between bond payments, as spelled out in the Bond Documents.

ABoard@ means the Board of Directors of District.

ABond Anticipation Notes@ means notes or other short-term obligations referred to in the Bond Documents.

ABond Documents@ means the bond resolution, indenture, trust agreement, or other instrument or instruments providing for the issuance of and the security for the Bonds and all amendments thereof and supplements thereto.

ABonds@ means the bonds from time to time issued by District pursuant to the Bond Documents to pay any part of the Cost of Construction of the Project and shall include Additional Bonds and Refunding Bonds.

ABy-Laws@ means the duly adopted by-laws of District.

A*Capital Payment@* means any payment or payments made to District by a Member pursuant to Section 4 of this Agreement and designated as a Capital Payment. Any Capital Payment made by a Member shall constitute a prepayment of Debt Service Costs which, but for such Capital Payment, would otherwise by payable by the Member.

A*Capital Payment Percentage@* means, with respect to each Member and, as of any date of determination, the percentage obtained by dividing (1) the sum of all Capital Payments made by or credited to the Member, by (2) the sum of all Estimated Project Costs as of such date as determined and allocated to such computation by District, all as more fully provided in Section 4 hereof. The Member=s initial Capital Payment Percentage shall be calculated by District and set forth on Exhibit A attached hereto and incorporated herein by this reference.

A*Contract Year@* means the Fiscal Year of District, except that the first Contract Year shall commence on the effective date of this Agreement.

A*Cost of Construction@* means all costs and expenses heretofore or hereafter paid or incurred by District in connection with the acquisition, construction, and installation of the Project and placing the same in service, including all expenses preliminary and incidental thereto, and the cost of planning, designing, acquiring, constructing, and placing in operation any facilities related to the Project. Cost of Construction shall further include, but shall not be limited to, the following:

(1) working capital and reserve requirements of the Project, including reserves for those items set forth in the definition of Operation and Maintenance Costs, as may be determined from time to time by District;

(2) interest accruing in whole or in part on Bonds issued to pay all or any portion of the Costs of Construction of the Project for such period as District shall determine to be

reasonably necessary;

(3) the deposit or deposits, if any, required to be made under the Bond Documents from the proceeds of Bonds into any fund or account established pursuant to the Bond Documents to meet debt service reserve requirements for the Bonds and premiums and fees payable to any credit or liquidity facilities with respect to the Bonds;

(4) the deposit or deposits required to be made under the Bond Documents from the proceeds of Bonds into any fund or account established pursuant to the Bond Documents which deposit or deposits are required by the Bond Documents;

(5) the payment of principal or redemption price of and interest on any Bond Anticipation Notes issued for the purpose of providing short-term financing for the Cost of Construction of the Project;

(6) planning and development costs, engineering fees, contractors= fees, fiduciaries= fees, auditors= and accountants= fees, costs of obtaining governmental and regulatory permits, rulings, licenses and approvals, the cost of real property, labor, materials, equipment, supplies, training and testing costs, insurance premiums, legal, financial advisory and financing costs, issuance costs of the Bonds, administrative and general costs, and all other costs properly allocable to the initial acquisition of the Project and placing the same in operation;

(7) all costs relating to litigation, claims, or judgments not otherwise covered by insurance and arising out of the acquisition, construction, or operation of the Project;

(8) payment to District or any Member to reimburse advances or payments made or incurred for costs preliminary or incidental to the acquisition and construction of

the Project;

(9) legally required or permitted federal, state, and local taxes relating to the Project incurred during the period of the acquisition or construction thereof; and

(10) all other costs incurred by District and properly allocable to the acquisition of the Project.

A*Date of Commercial Operation*@ means the date on which the Project is capable of operating reliably and continuously.

A*Debt Service Costs*@ means, for each Billing Period of each Contract Year, an amount equal to the sum of (1) the interest accruing on the Bonds during such Billing Period, except to the extent that amounts are on deposit under the Bond Documents to pay such interest from the proceeds of Bonds, (2) the portion of the next due principal installment on the Bonds accruing on the Bonds (which shall be deemed to accrue in the same manner as interest accrues) during such Billing Period, all as calculated in accordance with the Bond Documents, (3) any additional amounts necessary or required to be deposited into the Bond Fund under the provisions of the Bond Documents, including such amount as shall be necessary to replenish any withdrawal from the Debt Service Reserve Account in not more than 12 monthly installments and (4) the accruing principal of and interest on any Bond Anticipation Notes or obligations subordinate to the Bonds issued by District pursuant to the Bond Documents and amounts necessary to provide or replenish and necessary reserves in connection with such obligations. Debt Service Costs shall also include Trustee, paying agent, escrow agent, and other fiduciaries= fees and expenses, the amounts required to be paid from time to time to maintain any credit or liquidity instruments for and ratings on the Bonds and other costs payable by District from time to time in connection with the Bonds.

A*Debt Service Percentage*@ means, with respect to each Member and as of any date of

determination, the percentage obtained by subtracting the Member=s Capital Payment Percentage from the Member=s Entitlement Share. The Participant=s initial Debt Service Percentage is set forth on Exhibit A attached hereto.

A*Entitlement Project Costs@* means a nominal amount determined from time to time by District prior to the proposed issuance of Bonds (other than Refunding Bonds) for purposes of calculating the amount of any Capital Payment to be made by the Participant as provided in Section 4 hereof. In determining Estimated Project costs, District shall calculate the sum of the following items of the Costs of Construction of the Project; (1) those items described in the first sentence of the definition of Costs of Construction; (2) those items set forth in clauses (1), (6), (7), (8), (9) and (10) of the definition of Cost of Construction but only to the extent that such items are not related solely to the Bonds and the issuance thereof; and (3) such other items of cost within the definition of Cost of Construction as District shall determine to be properly allocable to the determination of Estimated Project Costs.

A*Fiscal Year@* means a period commencing on July 1 of each calendar year and ending on June 30 of the next succeeding calendar year.

A*Facilities@* means the Dispatch Building and all facilities, structures, improvements and all real and personal property acquired or constructed by District as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference.

A*Members@* means each public safety entity which is a member of District, as identified on Exhibit A.

A*Operation and Maintenance Costs@* means, with respect to each Billing Period of each Contract Year, all costs and expenses (other the Debt Service Costs) attributable to the Project that are paid, payable, incurred or accrued by District during each Billing Period resulting from the

ownership, operation, maintenance and termination of, and repairs, renewals, replacements, additions, improvements, and betterments and modifications to, the Project. Operation and Maintenance Costs shall further include, without limitations, the following items of costs:

(1) any amount which District may be required during such Billing Period to pay for the prevention or correction of any unusual loss or damage or for renewals, replacements, repairs, additions, improvements, modifications and betterments to the Project, but only to the extent that funds for such payment are not provided by the issuance of Bonds or Capital Payments made by the Participants;

(2) the costs of operating and maintaining the Project during such Billing Period, including the portion of Districts administrative and general expenses allocable or directly charged to the Project, working capital and reserves for the payment of operation and maintenance expenses, and all other costs and expenses (but excluding depreciation) not included in the costs specified in the other items of this definition and properly chargeable to the Project;

(3) legal, engineering and accounting fees and expenses, the cost of any litigation related to the Project, the Building Agreements and the interests and transactions contemplated thereby, the costs of technical and advisory services and the costs of governmental and regulatory permits and approvals, all to the extent allocable to the Project;

(4) any additional amount directly related to the ownership and operation of the Project not specified in the other items of this definition which must be paid by District during such Billing Period.

A*Member Representative@* means the individual appointed to the Board by the Member.

A*Project@* means the acquisition and construction, including equipping, of a new building to house dispatching equipment and personnel.

A*Refunding Bonds@* means refunding Bonds from time to time issued by District pursuant to the Bond Documents and in accordance with the Building Agreement.

A*Revenue Fund@* means the fund by that name established pursuant to the Bond Documents.

A*Schedule of Members@* means the schedule of Members and their respective Capital Payment Percentages, Debt Service Percentages and Debt Service Shares attached hereto as Exhibit A, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

A*Trustee@* means the bank or trust company acting as the trustee under the Bond Documents.

Section2. Term of Contract

This Building Agreement shall become effective upon the execution and delivery of Building Agreements by District and by all Debt Service Members listed in Exhibit A hereto, and shall, continue until the date on which the principal of, premium, if any, and interest on all Bonds have been paid or sufficient funds shall have been irrevocably set aside for the full defeasance thereof and all other obligations of District under the Bond Documents have been paid or satisfied, all as determined in accordance with the Bond Documents.

Section 3. Acquisition and Construction of Project; Financing

(a) District shall use its best efforts to construct the Project and finance the portion of the Costs of Construction of the Project, that is not paid from Capital Payments made by the Members, through the issuance of Bonds or other obligations of District. District may issue Bond

Anticipation Notes or other obligations pursuant to the Bond Documents to finance all or a portion of the costs incurred in its investigation and development of the Project, including any item of the Cost of Construction.

(b) The Member shall, pay to District in each Billing Period: (1) for its share of Debt Service Costs, and amount determined by multiplying Debt Service Costs for such Billing Period by the Participant=s Debt Service Share; and (2) for its share of Operation and Maintenance Costs, an amount determined by multiplying Operation and Maintenance costs for such Billing Period according to the by-laws. The first Billing Period shall commence in the month in which District first issues Bonds pursuant to the Bond Documents.

(c) Upon substantial completion of the construction of the Project, District will give notice to each of the Members of the anticipated Date of Commercial Operation of the Project. Within 90 days of the Date of Commercial Operation of the Project, District shall prepare and submit to the Members a final accounting of the Cost of Construction and of all Bond proceeds and Capital Payments. To the extent that such final accounting statement discloses that additional amounts are owed by some or all of the Members, then District shall also submit a billing statement to such Members. Each Member shall pay an amount equal to the final Cost of Construction of the Project.

Section 4. Capital payments; Calculation of Capital Payment Percentage, Debt Service Percentage and Debt Service Share.

(a) Any Member may elect to make one or more Capital Payments to District pursuant to and in accordance with the procedures set forth in this Section. In connection with each Capital Payments that may be made by the Member pursuant to this Section, the Member acknowledges and agrees with District that:

(1) as of any date of determination, the sum of the Member=s Capital Payment Percentage and the Member=s Debt Service Percentage shall equal the Member=s Entitlement Share;

(2) as of any date of determination, the sum of the Capital Payment Percentages and Debt Services Percentages of all Members shall equal 100%

(3) as of any date of determination, the sum of the Debt Service Shares of all Members having Capital Payment Percentages that are less than their respective Entitlement Shares shall equal 100%; and

(4) District shall have absolute and exclusive authority to establish escrow arrangements governing the deposit and disbursement of each Capital Payment and to determine and calculate from time to time the Estimated Project Costs and the Member=s Capital Payment Percentage, Debt Service Percentage and Debt Service Share, and all such determinations and calculations by District shall be conclusive and binding upon the Member.

(c) After the Cost of Construction of the Project has been substantially finalized and prior to the proposed issuance of any Additional Bonds or other obligations pursuant to the Bond Documents, District shall provide the Member with an estimate of:

(1) the applicable Estimated Project Costs; and

(2) The Entitlement Share of the Member (as then proposed or as then in effect) and the estimated maximum amount of the Capital Payment that the Member may elect to make pursuant to this Section.

Estimated Project Costs shall be determined by District in its sole discretion based upon the items

of the Cost of Construction to be financed in connection with the issuance of Bonds, Additional Bonds or other obligations under the Bond Documents. The amount of Estimated Project Costs shall be determined from time to time so as to provide for a proportional allocation of the Cost of Construction (other than items of the Cost of Construction related solely to the Bond) between Bond proceeds and Capital Payments.

(d) District will give at least 30 days written notice to the Member of the date by which the Member must elect whether to make a Capital Payment. This notice will include the information described in clauses (1) and (2) of paragraph (c). The governing body of the Member shall then determine whether to make a Capital Payment and the amount of the Capital Payment. The amount of the Capital Payment may be any amount that is less than or equal to the product of the participant=s Entitlement Share (expressed as a decimal) and the Estimated Project Costs, and shall be subject to adjustment as provided in paragraph (g) below. The Member shall give notice to District of the determination of its governing body by the date specified in the notice given by District. In the event that the Member does not notify District of the determination of its governing body by the date specified in the notice provided by District, the Member shall be deemed to have elected not to make a Capital Payment. After each Member has notified (or is deemed to have notified) District of its election regarding a Capital Payment, District shall complete (or revise, as applicable) Exhibit A and provide a copy of the completed or revised Exhibit A to each Member.

(e) If the governing body of the Member elects to make any such Capital Payment, the governing body shall find and determine, and the Member shall certify to District,

among other things, that the Member will deposit or has deposited, as applicable, with the Trustee appointed under the Bond Documents, an amount equal to the estimated amount of the Capital Payment to be made by the Member, all in accordance with Capital Payment escrow instructions provided by District.

(f) If the governing body of the Member elects to make any such Capital Payment, District will then provide the Member with at least 15 days notice of the date by which the Member must deposit the amount of the Capital Payment into the escrow established by District. The arrangements for such special escrow account shall provide for the investment of the amount so deposited and for the disbursement of such amount and the investment earnings thereon by the Trustee upon the direction of District to pay a portion of the Costs of Construction of the Project.

(g) The Member acknowledges and agrees that the estimated amount of the Capital Payment to be made by the Member will be subject to adjustment to reflect the actual cost of the various items included in Estimated Project Costs. Not more than 90 days following the Date of Commercial Operation of the Project, District shall render a final accounting statement to the Member setting forth a final computation of the amount of the Capital Payment, the amount deposited into the special escrow account by the Member, the investment earnings thereon and the amount disbursed therefrom upon the order of District, and any additional amount payable buy the Member in respect of the Capital Payment or any amount remaining on deposit in the special escrow account to be credited to the Member or applied in accordance with the provisions of the Bond Documents. The Member agrees that it will pay any additional amount payable by it in respect of the Capital

payment on or before the 15th day following the date on which such final accounting statement was rendered.

(h) Promptly after the issuance of any Additional Bonds or other obligations pursuant to the Bond Documents, District shall make any necessary recalculations of the Capital Payment Percentage, Debt Service Percentage and the Debt Service Share of the Member and provide the Member with the revised form of Exhibit A, which shall also set forth the Estimated Project Costs. No action by the Board or the Project Management Committee shall be necessary in connection with any such recalculation.

Section5. Construction Management.

Construction of the Project shall be managed by District upon the recommendations of the Project Management Committee and with the advice of the Technical Committee. It is the intention of the Members and District that they will exercise a high degree of cooperation in the construction of the Project. The Members further agree that they will use their best efforts to enable District to meet its obligations under Section 3 (a) of the Agreement.

DATED this ___ day of _____, 2014

UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT by:

_____
David A. Oyler, Chair

Attest:

_____
Deborah Mecham, Executive Director

[MEMBER] by:

_____
Mayor/Commissoner

Attest:

_____
City Recorder/County Clerk/