



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

**\*NOTE: THE JOINT PLANNING COMMISSION/CITY COUNCIL WORK SESSION  
ON THE PROPOSED OBEREE ANNEXATION IS SCHEDULED FROM 8:00 P.M. TO 9:30 P.M.\***

**NOTICE** is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a meeting on **Tuesday, March 24, 2015 at 7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

### **I. CALL MEETING TO ORDER\***

- A. Roll Call:** Mayor Don Watkins
- B. Prayer:** 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 March 10, 2015**
- B. Declare the Shepherd Plat A Subdivision in Default of their Bond Agreement**
- C. Heritage Hill Plat C Bond Release**

### **IV. REPORTS AND PRESENTATIONS**

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

- A. PUBLIC HEARING – Amending parking regulations in Part 11-340 of the Alpine City Municipal Code**
- B. Ordinance No. 2015-04** amends parking regulations to prohibit parking on a public street for more than 48 consecutive hours.
- C. Ordinance No. 2015-03** amends Article 3.22 of the Development Code to define how nonconforming buildings and uses will be administered.
- D. Planning Commission Appointment:** The Council will consider an appointment to the vacancy on the Planning Commission.
- E. Burgess Park Improvements, Tennis and Pickle Ball Courts:** The Council will consider replacing the old tennis courts with new tennis courts and building four new pickle ball courts.
- F. Budget Discussion – Tentative Budget and Personnel Request:** The Council will review the tentative budget and request.
- G. Box Elder Plat E Power Line Easement:** The Council will consider three options to providing power to Box Elder Plat E.
- H. Request of Cash in Lieu of Water Rights for Heritage Hills Plat C:** The Council will consider accepting cash in lieu of water rights for Plat C of Heritage Hills which consists of 16 lots.
- I. 2015 Pressurized Irrigation Restrictions/Appointments to Irrigation management Committee**
- J. Joint Planning Commission/City Council Work Session on Proposed Oberree Annexation Request**

### **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  
March 6, 2015

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

CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was posted 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](http://www.alpinecity.org) and on the Utah Public Meeting Notices website at [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html)

# PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

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

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

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

**ALPINE CITY COUNCIL MEETING**  
**Alpine City Hall, 20 N. Main, Alpine, UT**  
**March 10, 2015**

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

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

Mayor Don Watkins

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

Staff: Rich Nelson, Rich Nelson, Charmayne Warnock, David Church, Shane Sorensen, Jason Bond, Joe McRae

Others: Bob Anteim, Bob Bowman, Barb Sanders, Troy Buckner, Zerim D. King, Craig Skidmore, Jason

Burningham, Jentry McGary, Daniel Mason, Amy Thackeray, Larry Fluckiger, Daniel Fluckiger, Tristan Mott,

Oliver Mott, Sara Peterson, Sariah Davis, Ashley Day, Judi Pickell, Mike Russon, John Lohner, Skylor Smith, Paul

Kroff, Todd Smith, Tom Abbott, Julie Yarbrough, Mark Wells, S. Taylor Smith, Myrna Grant, Eric Grant, Jane

Griener, Darren Gooch, Emily Gooch, Gale Rudolph, Jan Braithwaite, Laura Gajdos, Paul Gajdos, Blake Johnson,

Ryan Johnson, Frazier Bullock Janet Williams, Ray Warner, Sheldon Wimmer, Eli Slesk, Richard W. James, Bryan

Hofheins

**B. Prayer:**

Kimberly Bryant

**C. Pledge of Allegiance:**

Jentry McGary

**II. PUBLIC COMMENT:** Jentry McGary said that for his Eagle scout project he would be repairing some of the mountain bike trails in Lambert Park, and would repair, restrain and waterproof the benches.

Daniel Mason said that for his Eagle project he worked on the trails in Twin River Loop. He had also replaced stairs that had been worn away.

**III. CONSENT CALENDAR**

**A. Approve minutes of February 24, 2015**

**B. 100 South Sewer Award**

**C. Bond Release – Box Elder Plat E - \$27,071.88**

**D. Bond Release – River Meadows PRD - \$41,355.76**

**MOTION:** Will Jones moved to approve the Consent Calendar. Roger Bennett seconded. Ayes: 4 Nays: 0 Motion passed. Troy Stout was not present at the time of the motion.

**IV. REPORTS AND PRESENTATIONS**

**A. Sales Tax Leakage Study Presentation - Lewis, Young, Roberts, and Burningham:** Jason

Burningham represented the municipal financial advisory firm in Salt Lake City which had performed the sales tax leakage study for Alpine City. They had been commissioned to look at what type of commercial market demand might exist in Alpine.

He first reviewed the demographics of Alpine. The current population was estimated to be around 10,000 with a future projection of 13,700. He said the median income in Alpine was significantly higher than the state average, as was the disposable income in Alpine. He said that 26% of Alpine's population was between 10 years to 19 years old. Residents between the age of 45 -54, which was typically the highest wage earner band, comprised 15% of the population whereas the average in Utah county was 8%.

Alpine had about 1,500 acres of undeveloped land compared to 3,640 acres in Mapleton which was a city with a comparable population and demographics. The cities which were included in the comparison were Mapleton, Cedar Hills, Lindon, Highland, and Payson. Alpine City had a sale tax revenue of \$96.06 per capita which was the lowest sale tax revenue of all the cities except Mapleton. Lindon City was similar in size to Alpine but their sales tax

revenue was \$286.28 per capita. They had car dealerships, a Home Depot and Walmart which accounted for their increased sales tax revenue. Alpine City's property tax rate was also lower than Lindon City's.

Mr. Burningham said that with continued growth across the state, and with Alpine's limited undeveloped area for future growth, the City would need to consider either increasing revenue from sales tax or increasing property taxes in order to maintain the same level of service. He reviewed methods to promote increased commercial development. Based on the analysis of Alpine's demographics, Alpine would be unlikely to attract or support regional or community businesses, but Alpine could attract niche markets or a neighborhood grocery store. The business would need to be in a strategic and convenient location that would attract foot traffic and vehicular traffic. The City could provide development incentives to businesses. They would want to control the development to keep the community vision intact and make it feel more like a gathering place where people could come to shop and eat. Features such as a playground or splash pad would also draw people. He said they may also want to consider allowing more rooftops in the area. Density would solidify commercial development.

Mr. Burningham said that if the City wanted to pursue this they would need to update the land use plan to consider commercial zoning and look at multifamily housing. A neighborhood center could become a destination. He said the last component was to look at how sustainable the current general fund revenue would be. What did they want to consider as a means to increasing sales tax revenue?

Kimberly Bryant said she had watched Alpine as a bedroom community versus Alpine having a business community. There were those who didn't want any kind of business here. She said Alpine used to have a little grocery store and an ice cream shop but they went out of business as larger, competing businesses were built nearby. Restaurants came in but didn't survive because they were almost too niche.

Will Jones said that one of the answers to restaurants that were too niche would be to have more than one type of restaurant. Troy Stout agreed. He said they had failed because they were standing alone. They needed to be located in gathering places.

Mayor Watkins asked Mr. Burningham if he would be available to answer questions at a Planning Commission meeting without going into Phase II. Mr. Burningham said he would.

It was later suggested that the Planning Commission might be more likely to attend a City Council meeting to discuss the issues rather than having the Council members attend a Planning Commission meeting.

## V. ACTION/DISCUSSION ITEMS

**A. Bennett Farms Final Plat F - Roger Bennett.** Roger Bennett and Will Jones recused themselves from both the discussion and the vote on this agenda item due to a conflict of interest.

Shane Sorensen said that Plat F was the last phase of Bennett Farms subdivision. Plat F consisted of 6 lots on 6.59 acres and was located at approximately 850 N. County Manor Lane. The last phase would create a stub road to the east.

David Church explained that the entire subdivision had received preliminary approval, then each phase was granted a separate final approval. Much of the infrastructure had been built prior to recordation of this final plat.

Lon Lott asked if the stub road would open into Lambert Park. Shane Sorensen said it adjoined private property. They would block the end of the stub road with Jersey barriers to discourage traffic onto the private property.

**MOTION:** Kimberly Bryant moved to grant final approval for Bennett Farms, Plat F. Lon Lott seconded. Ayes: 3 Nays: 0. Kimberly Bryant, Lon Lott, Troy Stout voted aye. Motion passed.

**B. Eagle Point PRD - Preliminary Plat Exceptions Review - Mark Wells and Taylor Smith:** The proposed subdivision consisted of 14 lots on 32.9 acres and would be accessed by 600 North (Hog Hollow) and Lakeview Drive. It was formerly known as Vista Meadows. Shane Sorensen said it went to Planning Commission

the previous week who recommended approval of five exceptions. The Council discussed each exception individually and voted on it.

- a. An exception be granted to the small amounts of property within the lots that contained a slope of greater than 25%. (This would be an exception to Section 3.9.4 of the Development Code.)

Exception "a" was discussed last.

- b. An exception be granted to the 50-foot clear zone rule from station 1 + 00 to 5 + 00. This would be an exception to the requirement as set forth in Section 4.1.2, Section 4.7 and 4.8 of the Alpine City Development Code.

Shane Sorensen explained that the ordinance required a 50-foot clear zone on either side of the road. The developer could meet the requirement with the construction of a 2 to 3-foot retaining wall but if the fill could go outside the 50-foot clear zone and be reseeded, they wouldn't need a retaining wall.

Lon Lott asked if the exception would be restricted to one area or if the exception would apply throughout the development. Shane Sorensen said the area where it would be allowed would be identified on the plans.

Troy Stout asked if retaining walls would work better to maintain a good road. Shane Sorensen said that from an engineering standpoint, either way would work. He said it would be one less retaining wall and recommended the Council approve the exception.

**MOTION:** Lon Lott moved to approve an exception to the 50-foot clear zone rule for the area from station 1 + 000 to 5 + 000 in the proposed Eagle Pointe subdivision. Roger Bennett seconded. Ayes: 4 Nays: 0. Lon Lott, Roger Bennett, Will Jones, Kimberly Bryant voted aye. Troy Stout abstained. Motion passed.

- c. An exception be granted to allow the 2:1 cut/fill slope. (This would be an exception to the requirement in Section 4.7 and 4.8.) Shane Sorensen said the ordinance required a 3:1 cut slope. The developer's geo tech report said the 2:1 cut slope would work. The soils report said the slope was suitable for 2:1 slope and could be revegetated. He recommended approval.

Will Jones asked how much footage would require this exception. Shane Sorensen said it would apply to pretty much all of the cut and fill slopes.

Troy Stout said they needed to look at the cumulative effect of all the exceptions the developers were requesting. He said he had gone on record before that he was opposed to breaking all the rules in order to put in a road. The failing road in the Suncrest development and the hillside problems in Cedar Hills had all been certified by the developer's engineers. He didn't want to have the same problem in Alpine.

Will Jones said that exceptions b and c were trying to get away from building retaining walls. They could meet the requirement but they would need to build retaining walls to do it. He said that at 2:1 cut/fill slope was standard in the ordinances of most other cities. Alpine's ordinance was more restrictive.

Mark Wells said that when they first began working with City staff, they had a plan that needed zero exceptions. But as they went through the process, it became apparent that they could reduce or eliminate some of the retaining walls. He said it was possible to build the subdivision without any exceptions.

Kimberly Bryant asked what the ordinance said on retaining walls. Shane Sorensen said there was almost no detail in the retaining wall ordinance. It said the use of retaining walls had to be recommended by the City Engineer and the Planning Commission. They were looking at putting more detail into the ordinance.

Don Watkins asked if the City Council had the ability to approve or deny retaining walls.

David Church said the Council had discretion to approve retaining wall but it was not unfettered discretion. The decision had to be based on geologic conditions, soil conditions, etc. There had to be a factual basis for the decision. It

1 was an engineering issue. He said the Council needed to be consistent in their treatment of developments needing  
2 retaining walls.

3  
4 Shane Sorensen said the difficult thing from an engineering standpoint was that there were interstates and highways  
5 hanging off the side of the mountain. Most anything could be done from an engineering standpoint. The difficulty in  
6 the ordinance was that there was no detail.

7  
8 Mayor Watkins asked if they could include something in the ordinance about aesthetics. David Church said that  
9 would be subjective and that made it difficult. The criteria should be based on engineering. He said the Eagle Pointe  
10 property was a difficult property to develop under Alpine City's ordinance. It became more difficult when they  
11 started talking about how it was going to look from the valley. Aesthetics were hard to apply when they were talking  
12 about building a safe, maintainable road.

13  
14 Troy Stout asked if they could have influence on revegetating the area if they approved the exception. Shane  
15 Sorensen said the Storm Water Pollution Prevention Plan would dictate when and how it should be done. Troy Stout  
16 asked if they could require a one-year warranty on the work.

17  
18 **MOTION:** Will Jones moved to grant an exception to allow a 2:1 cut/fill slope in the designated areas only. Lon  
19 Lott seconded. Ayes: 5 Nays: 0. Will Jones, Lon Lott, Roger Bennett, Troy Stout, Kimberly Bryant voted aye.  
20 Motion passed.

21  
22 **d.** Approve the use of retaining walls with Ready Rock and the darker coloration shown to match the  
23 hillside. (This was an exception to Section 3.9.7.4 of the Development Code.)

24  
25 Mark Well said the difference between the Concept Plan and the Preliminary Plan was that they were able to reduce  
26 the height of the retaining walls. He added that they would have some kind of fencing on the walls to keep people  
27 from falling off them.

28  
29 Lon Lott said the Planning Commission talked a lot about this exception. One of their concerns was not just for  
30 retaining walls along roads but the retaining walls that would be built on lots. He asked if there would be a problem  
31 with adopting an ordinance to govern the retaining walls on lots.

32  
33 David Church said that landscaping walls were already regulated by the building code. Anything four feet and over  
34 required structural engineering. He said some cities had regulations for landscaping walls above and beyond the  
35 building code.

36  
37 Will Jones said the issue in Planning Commission was that there was a wall in town that was very big. Jason Bond  
38 said they were working on language in the ordinance that would require a wall to be reviewed by a geotech engineer  
39 as well as a structural engineer.

40  
41 Regarding the height of the proposed retaining walls, Shane Sorensen read the following from the Engineering  
42 Review Letter: "The wall on the downhill side of the road runs continuously for approximately 1,000 feet ranging in  
43 size from 2 to 12 feet tall, the majority of the wall averaging 10 feet or less. The uphill wall also runs continuously  
44 for approximately 1,000 feet and ranges in size from 2 to 28 feet tall with the majority of the wall being in the 16  
45 foot range. There are two small sections that jump up to 25 and 28 feet."

46  
47 Lon Lott said that in the Planning Commission meeting there was discussion about having plantings along the wall  
48 to soften the effect.

49  
50 Steve Cospers, chairman of the Planning Commission, said the Council needed to realize that some of the houses that  
51 would be built up there would be three stories tall. They could have a white stucco house jutting up from the hillside,  
52 but they really couldn't regulate houses.

53  
54 **MOTION:** Will Jones moved to approve the use of retaining walls with Ready Rock and the darker coloration  
55 shown to match the hillside. Lon Lott seconded. Ayes: 4 Nays: 1. Will Jones, Lon Lott, Troy Stout, Roger Bennett  
56 voted aye. Kimberly Bryant voted nay. Motion passed.

e. Approval be granted for exchanging 931 square feet of current public open space for 7,280 square feet of additional public open space from the developer. The current open space would be used for a right-of-way.

Shane Sorensen said the alignment of the road needed to be changed which would take it into public open space. Some of the open space would be needed to the road right-of-way. In exchange the developer would give the City 7,280 square feet of ground which would be taken from lot 3, and would become public open space.

**MOTION:** Will Jones moved to change 931 square feet of public open space to public right-of-way in exchange for the City receiving 7,280 square feet of public open space from lot 3. Kimberly Bryant seconded. Ayes: 5 Nays: 0. Will Jones, Kimberly Bryant, Roger Bennett, Lon Lott, Troy Stout voted aye. Motion passed.

a. An exception be granted for the small amounts of property within the lots that contained land with a slope of greater than 25%.

Shane Sorensen said this exception would apply to 5 of the 14 lots in the proposed development. Will Jones said that one lot was 71,000 square feet. If they reduced the size of the lot, they could take away the need for the exception. Shane Sorensen said that all the lots could probably comply with the ordinance but they would have odd lot lines. The exception would help square up the lots.

Julie Yarbrough asked where Lakeview and Hog Hollow Roads were so she would see what they were talking about. Shane Sorensen showed her the area on the map.

Troy Stout said he was opposed to the exception based on lot 1.

**MOTION:** Kimberly Bryant moved to approve an exception allowing small amounts of property within the lots to contain land with a slope greater than 25% except for lots 1 and 13 so they could see if there were actually building pads on the lots. Motion died for lack of a second.

Mark Wells said they had dropped two lots from their plan regarding this issue. Only an average of 3% of the remaining lot area needed the exception.

**MOTION:** Troy Stout moved to table the exception regarding lots containing area with a slope of greater than 25%. Kimberly Bryant seconded. Ayes: 5 Nays: 0. Troy Stout, Kimberly Bryant, Roger Bennett, Lon Lott, Will Jones voted aye. Motion passed.

**C. Melby Property Annexation Proposal:** Jason Bond said the Melbys had emailed him and they said they couldn't make it to the meeting tonight but would appreciate an affirmative vote to schedule a work session with the Planning Commission regarding the annexation. He said the Melby property was located north of Alpine Cove but it wasn't included in Alpine City Annexation Declaration Area. They wanted the Council to consider putting it into their plan and taking it through the process.

Craig Skidmore said he was under the impression that the Planning Commission had already been directed to look at the updating the Annexation Plan.

David Church said that when the Council had a discussion about the requested rezoning of Pine Grove, it was expressed in the meeting that they should look at all unincorporated areas around Alpine. But then the County approved the rezoning of Pine Grove and nothing more was done.

Ray Warner, chairman of the HOA for Alpine Cove, said one of the concerns they had was that the Cove was in the county and if Patterson was developed Pine Grove and if the Melby piece was developed, they would be surrounded by Alpine City and an island would be created. The legislature was currently considering changing the law about islands. He said he thought he could speak for all of Alpine Cove when he said they didn't want to be annexed into Alpine for several reasons. Any additional growth would cause a problem with their roads because they were already narrow and had no sidewalk so people had to walk in the roads. They didn't meet Alpine City standards.

1 Water was another concern. The Melby property would have to drill a well. If the Melby property was approved for  
 2 half-acre lots they would have 300 cars a day and they would all have to come through the Cove. Finally, he said  
 3 they should look at the environmental impact of building houses up there. It was an environmentally sensitive area  
 4 and they would like to preserve the wildlife.

5  
 6 Will Jones said that what he was hearing was that the Planning Commission and City Council should hold a work  
 7 session with property owners in the Cove and other unincorporated areas and discuss annexation. Was it something  
 8 they wanted to move forward with? The Melby property wasn't in the City's annexation area, and unless the state  
 9 legislature changed the language on creating islands, they couldn't move forward anyway.

10  
 11 Todd Smith said he was a resident of Alpine Cove, and he agreed with everything Ray Warner had said. There  
 12 would be an increase of traffic if construction was begun on the Melby property. They had small children that  
 13 walked up and down the road every day to catch the bus because the buses wouldn't come up there. If the City did  
 14 annex it, he wondered what the density would be. Will Jones said the proposal asked for somewhat less than one lot  
 15 per acre.

16  
 17 Todd Smith said the existing zoning was one home per 50 acres. When the owners purchased the property they were  
 18 aware of the zoning. They knew what they were getting. Changing the zone would net a windfall which wasn't all  
 19 bad. He said he was developer too. But when they got a windfall they would give a portion back to the surrounding  
 20 properties if they created a negative effect on the roads and property values. Would this developer be giving  
 21 something back to the City?

22  
 23 Jane Griener said that it seemed odd to invite developers to come to a meeting where they were talking about  
 24 amending the annexation policy plan. It seemed that the City should be able to set their annexation policy without  
 25 the influence of the developers.

26  
 27 David Church explained that currently the state law required all cities to have an annexation policy in place. The  
 28 policy included lots of information, and landowners had input. When Alpine City adopted their policy, they did not  
 29 include the Melby property. Utah County took the position that they would prefer to see urban development be in  
 30 the City, which was why they sent Melby to Alpine City first to see if there was an interest in amending the policy  
 31 plan and report back. The Annexation Policy Declaration was just the city's side. The landowner could petition  
 32 under Alpine's rules or petition the county. The landowner could chose which entity he wanted to work with.

33  
 34 Troy Stout said that the some of the members of the Council had stated as a group that the City was willing to look  
 35 at annexation under the current county zoning.

36  
 37 Mayor Watkins said he sent a letter to the County saying they would love to annex if the density remained the same  
 38 as the county zone of CE-1. Troy Stout had said he supported the letter. He got emails from Kimberly Bryant and  
 39 Lon Lott saying they supported the letter. Will Jones did not support the letter.

40  
 41 Will Jones said they didn't have time for him to explain all the reasons why he didn't support the letter. He said  
 42 Alpine Cove should have been in Alpine city limits from the beginning. If it was in city limits, it wouldn't have  
 43 substandard roads and water issues. They would have sidewalk. Every issue Mr. Warner brought up would be a part  
 44 of the City's issue. But Alpine City chose not to have Alpine Cove develop in the city. He said when he saw other  
 45 potential annexations coming in he saw what the City was going to miss out on. The City would receive no impact  
 46 fees for roads, bridges, etc. He said the Council had planned to have a discussion about annexation in January but  
 47 they chose not to have the discussion for some reason. He said they still needed to have that discussion. They needed  
 48 to define the issues and determine the best way to solve the issues. Would it be best to develop in the county or in  
 49 the city? Either way there would be consequences. But they never had that discussion.

50  
 51 Troy Stout said he could appreciate the point-of-view of a developer who would profit from developing the hillsides.  
 52 Hypothetically it would be better for Alpine to annex, but did Alpine want to support higher density on the hillsides?  
 53 He said he wanted to protect the hillsides from over development.

54  
 55 Will Jones said it was critical that they had the discussion. The City had said "no" to Box Elder South when they  
 56 came in with an annexation request for 26 lots. Now Box Elder South was an approved development in the county

1 with 59 lots. Was that better? He said a discussion on annexation needed to take place so the City wasn't always  
2 trying to catch up. Maybe there was a way to work it out.

3  
4 Lon Lott said he wanted to respond to Don Watkins' comment about the letter to the county. He concurred with the  
5 effort to keep it zoned with one house per 50 acres, but as they moved through the process, he could see that they  
6 didn't have any control over the development as happened with Box Elder South. If the City realistically wanted to  
7 have some kind of local control, they needed to have the discussions with the landowners and decide if they were  
8 going to annex or not. If the residents in the Cove decided they didn't want to be part of Alpine City, it would come  
9 out in the discussion. If they did, sacrifices would need to be made on both sides. The same with other properties.  
10 But if they didn't have the discussion and figure out what they wanted, they would continue to see Utah County  
11 stepping up to the plate and making decisions because Alpine wasn't interested in working with them.

12  
13 Kimberly Bryant said it depended on election time and who was elected.

14  
15 Lon Lott said that was true. He'd read lots of minutes of past meetings where a council included land in the policy  
16 and another council took it out. It was very fluid. He asked if they wanted to wait until all the land around them was  
17 developed and then annex it, or did they want to decide now when they had an opportunity to work it out with the  
18 landowners?

19  
20 Troy Stout said he was not opposed to having the conversation. What he was opposed to was continuously allowing  
21 higher density because they were afraid to say no.

22  
23 Roger Bennett said that critical environment was sort of a holding zone. If the experts were involved in the actual  
24 zoning, he wasn't sure the CE zoning would hold up. He asked if they wanted to put their heads in the sand and let  
25 the county use their roads and parks and services and get nothing back? He said he had a bigger heartburn over  
26 Eagle Pointe than many of the subdivisions proposed in the county. He said they needed to have a discussion and  
27 come up with a zoning that Alpine felt was reasonable. He said much of the ground in the county was zoned as  
28 transitional and could go as low as quarter acre lots.

29  
30 Kimberly Bryant asked if they had just said they would be creating an island with the Cove?

31  
32 David Church said the current law stated a city could not create an island or a peninsula of county ground by  
33 annexation, but the legislature was looking at a bill that would change the restriction on islands.

34  
35 Don Watkins said that he had encouraged the Council to go to the people. The smartest thing the developers could  
36 do was to go to the stockholders. In Provo when someone requested a rezoning they had to first meet with the  
37 neighborhood committee. He asked the Cove residents if they'd had a meeting with Zolman or Melby. He said he  
38 felt the County had new Commissioners that would be more sensitive to the cities.

39  
40 Craig Skidmore said he had been approached by the owners of the Pack property but not the Melby property. Other  
41 residents of the Cove that were present at the meeting indicated that they had not been approached.

42  
43 Marvin Pack said it was actually comical. Forty years ago the City Council was having the same discussion when  
44 development of the Cove was going forward. The Council was taking the same stance. They were saying, no, that is  
45 critical land up there. He asked how many residents of the Cove felt their homes were on critical environment. If  
46 they did, why were they up there? If they were good citizens they would just knock down their houses. Mr. Pack  
47 said that by holding on to this CE-1 zoning, they were acting like it was some kind of holy grail or scripture or  
48 something. Forty years ago there was no CE-1 zone up there. He said he agreed with Will Jones and Roger Bennett.

49  
50 Marvin Pack said that at one time, Alpine was considering annexing to the forest line. But then they decided to start  
51 doing it piecemeal and it resulted in all these problems. And now the Council was doing the same thing again. He  
52 asked what was a hillside issue. He asked if the Cove was built onto a hillside. He said they should stop burying  
53 their heads in the sand and take a look at what should have been done 40 years ago.

54  
55 Sheldon Wimmer said the CE-1 zone was established in 1979. He said they were right on the edge of annexing  
56 Alpine Cove, then it fell apart. He was on the Council at the same time as was Don Watkins and Pheobe Blackham.

He said that when the owners of the Kester Freeze property (Willow Canyon) came in for annexation they had a plan for 150 homes. Then they discussed the issues and brought it down to about 40 homes with the Annexation Agreement. He said there needed to be a discussion on annexations.

Don Watkins said he was the only one who was against the annexation of the Kester Freeze property, and the next year they had a fire.

Tom Abbott said that in the Cove there were many who were willing to come into Alpine City but the cost was so great. Then they had the wells go dry. He said he couldn't believe people wanted to build in an area where the floods came down. He said he felt guilty about building in the Cove, so much so that he dug his home down into the ground so it couldn't be seen. It cost him three times as much money to do it that way. He said he built up there with a promise from Ken Melby that the ground behind him would never be developed. He said they couldn't enjoy the tulips in the Cove because the deer ate them. They only had the mountains to look at. He thanked the mayor for his efforts in preserving the mountains.

Bryan Hofheins said he wanted to talk about the Melby property. He said he didn't understand why if they always had the position that it should be in the City, he didn't understand why the County was told in a letter that they should rezone it for fear of referendum. He said most of the people in Alpine Cove were pretty satisfied with where they lived. They weren't asking to be part of the city. He said the Council should not be sending signals to the county that they were not united.

Kimberly Bryant said she wanted to go on the record that just because something was zoned a certain way 40 years ago didn't mean they should throw it out and say it didn't work anymore.

**D. Resolution No. R2015-04 - amending Resolution No. R2015-04, amending the Ilangeni Estates subdivision:** Will Jones recused himself from the discussion and vote on Resolution No. R201504, and sat in the audience.

The proposed resolution amended the previously adopted Resolution No. R2015-03. David Church said the resolution adopted in January enabled the developer to go forward in solving the problems with the failed Ilangeni Estates development. It would change the number of lots, the configuration, and change the name of the development. One outstanding issue was the dispute between the owners of the Ilangeni Estates subdivision and the Beck family regarding the access road to the 80 acres owned by the Beck family. The Council requested that the two parties get together and come up with a solution. Mr. Church said he was informed that the developers and the Beck family had resolved the issue and it necessitated the new resolution.

The 80 acres belonging to the Beck family would be added to the development as public open space with a conservation easement. The maximum number of lots would increase from 54 to 57. Everything else was basically the same. The developers and City still had to come up with a development and improvement agreement by the end of March. Fort Canyon Road could be improved and gradually they would see houses built up there. The 80 acres of open space belonging to the Becks would be left as native open space. The Beck family would own the easement rights and would be in charge of enforcing the limitations. It would be critical environment property and no camping would be allowed.

Bruce Baird said the issues had been resolved exactly as Mr. Church said. There were a list of restrictions on the Beck property. It would stay in its natural state except for the trail. They would not put up any perimeter fencing. He thanked the staff for working on the development agreement and said it was 98 percent done. He said the developers had received good cooperation from Bruce Parker and the Beck family. They had signed copies of the agreement from both sides.

In response to a questions from Troy Stout, Mr. Baird said that no motorized vehicles would be allowed on the Beck property except for trail maintenance.

**MOTION:** Troy Stout moved to adopt Resolution No. R2015-04 to amend the Ilangeni Estates subdivision plat and add the Beck property which consisted of 80 acres to allow three additional lots, and include a public thanks to the

Beck family for working out a solution that benefitted the public. Kimberly Bryant seconded. Ayes: 4 Nays: 0. Troy Stout, Roger Bennett, Kimberly Bryant, Lon Lott voted aye. Will Jones abstained. Motion passed.

**E. State Farm and Capital Office Building Site Plan - 134 S. Main Street – Eli Slesk and Brandon Maughn:** Jason Bond said this item had been to the Planning Commission several time to work out the details. It was a small lot. The Planning Commission had worked with them on the aesthetics of the building since it was in the Gateway Historic zone. They needed an exception on the setbacks which the Planning Commission had recommended, and an exception on the parking.

Eli Slesk said that he and Brandon Maughn had an agreement with Ron Madson to use one of his parking spaces as their sixth parking spot.

**MOTION:** Lon Lott moved to approve the State Farm and Capital Office Building site plan and approve the following exceptions:

1. An exception be granted regarding the setbacks.
2. An exception be granted on the location of the six (6) parking stalls.
3. An exception be granted for 5 parking stalls and work with the adjacent property owners to find an additional parking stall.
4. No trees shall be planted within the sight triangle and other landscaping be placed in a way that it would never affect visibility on the corner of 120 South and Main Street.
5. The architectural design drawings and the lighting design be approved.
6. A deed restriction be drawn up showing that the basement shall not be used for additional office space and will be uninhabitable.

Troy Stout seconded. Ayes: 4 Nays: 0. Lon Lott, Kimberly Bryant, Roger Bennett, Troy Stout voted aye. Will Jones abstained because he was the agent on the building. Motion passed.

Troy Stout said they needed to make sure that the mock up of the building they were approving would be what was built.

Roger Bennett said that if parking on the street became a problem, they would reclaim the parking on 120 South.

**F. Budget Discussion:** This item was postponed.

**G. Bennett Farms Property Acquisition.** This item was discussed in Executive Session.

**MOTION:** Lon Lott moved to go to Executive Session to discuss property acquisition. Will Jones seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant, Roger Bennett, Will Jones, Troy Stout voted aye. Motion passed.

The Council adjourned to Executive Session at 10:06 pm.

The Council returned to Open meeting at 10:15 pm.

**MOTION:** Troy Stout moved to accept the offer to have the Bennett property assessed and have the City purchase the property. Lon Lott seconded. Ayes: 4 Nays: 0. Troy Stout, Lon Lott, Will Jones, Kimberly Bryant voted aye. Roger Bennett abstained. Motion passed.

## VI. STAFF REPORTS

Shane Sorensen said that to build pickle ball courts in Burgess Park would cost about \$40,000. To reconstruct the tennis courts in Burgess Park like the courts in Creekside Park would cost about \$105,000. That would not include lighting. The Council agreed they did not want lighting on the courts because people would be using the courts after dark and it became intrusive.

Jason Bond said they would take the plans through the Planning Commission.

1  
2 **MOTION:** Will Jones moved to approve the pickle ball courts and take it to the Planning Commission. Troy Stout  
3 seconded. Ayes: 4 Nays: 0. Will Jones, Troy Stout, Roger Bennett, Lon Lott voted aye. Motion passed. Kimberly  
4 Bryant was not present at the time of the motion.  
5

## 6 **VII. COUNCIL COMMUNICATION**

7  
8 The Council talked briefly about whether or not they wanted to schedule a work session on annexation.  
9

10 David Church said that the real cost of including additional properties into the Annexation Declaration Plan was  
11 determining what infrastructure could be provided. The Plan involved studies and engineering to determine what the  
12 cost of providing services would be. He said the Council could simply tell the Melby's that the City could not  
13 provide service right now. He said that when the Melbys came to DRC, they told they that the City could not supply  
14 water. They would need to build a water tank, drill a well and put in some large lines.  
15

16 Will Jones said the Zolman property was already in the Annexation Plan. If they weren't going to go forward with it,  
17 they needed to have a good discussion about it.  
18

19 **MOTION:** Will Jones moved to adjourn. Troy Stout seconded. Ayes: 4 Nays: 0. Will Jones, Troy Stout, Roger  
20 Bennett, Lon Lott voted aye. Motion passed. Kimberly Bryant was not present at the time of the motion.  
21 Motion passed.  
22

23 The meeting adjourned at 10:25 pm.  
24  
25  
26  
27  
28  
29  
30  
31

## ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Declare the Shepherd Plat A Subdivision in Default of Their Escrow Bond Agreement

**FOR CONSIDERATION ON:** March 24, 2015

**PETITIONEER:** City Staff

**ACTION REQUESTED BY PETITIONER:** Declare the developer of the above referenced subdivision to be in default of their bond.

**APPLICABLE STATUTE OR ORDINANCE:** N/A

**PETITION IN COMPLIANCE WITH ORDINANCE:** N/A

**INFORMATION:** The developer of the Shepherd Plat A subdivision at approximately 120 North 100 West posted an escrow bond with the City on April 18, 2005, for the amount of \$8,448. The bond was to guarantee construction of water and sewer laterals for the lot. To date, there has been no effort to install the improvements.

To facilitate construction of the improvements, we included the installation of the sewer lateral for the lot with the 100 West Sewer Improvements project that was awarded at the last City Council meeting. Our escrow bond agreement reads as follows: *"6. Should the City Council determine that there has been a breach by the Developer of its obligation pursuant to the terms of the Alpine City Ordinances, the Subdivision Improvement Agreement, or this Agreement, the City Council may declare the Developer to be in default. Upon a declaration by the City Council that the Developer is in default, the City shall provide written notice of such default to the Obligor, whereupon the Obligor shall, within TEN (10) days of receipt of said written notification from the City, release all funds held by Obligor to City, and City shall apply said funds to the cost of construction or repair of the required improvements. 7. Developer hereby agrees that the Obligor is entitled to release all funds to the City within TEN (10) days of receipt of written notice by the City to the Obligor as described in the preceding paragraph."*

<p><b>RECOMMENDATION:</b> The developer be declared in default of the bond for the Shepherd Plat A subdivision and allow the City to install the improvements with the funds from the bond.</p>
---



February 15, 2006

Ted Stillman  
Alpine City  
20 North Main  
Alpine, Utah 84004

**Subject: Bond Letter - Shepherd Subdivision Plat A**  
2 lots on 0.7383 acres

Dear Ted:

I have reviewed the Shepherd Subdivision Plat A plans and recommend the following bond costs:

Item No.	Description	Quantity	Units		Unit Price	Total Cost
1.	4" Sewer Lateral	1	L.S.	@	\$ 3,500.00	\$ 3,500.00
2.	3/4" Water Lateral	1	L.S.	@	\$ 1,500.00	\$ 1,500.00
3.	Remove Existing Curb and Gutter	20	L.F.	@	\$ 15.00	\$ 300.00
4.	Remove Existing Sidewalk	20	L.F.	@	\$ 15.00	\$ 300.00
5.	Replace Curb and Gutter	20	L.F.	@	\$ 15.00	\$ 300.00
6.	Replace Sidewalk	20	L.F.	@	\$ 15.00	\$ 300.00
7.	Asphalt Patch	240	S.F.	@	\$ 3.50	\$ 840.00

TOTAL SUBTOTAL: \$ 7,040.00

TOTAL (120%): \$8,448.00

The bond required is a 120% performance of the above estimated cost. The above estimate is for determining the required bond amount only. Any additional costs associated with construction of these improvements shall be paid for by the developer. The developer is responsible to fully comply with the Alpine City Construction Standards and City Ordinances. Approved cut sheets are required prior to any construction. If you have any questions please call me.

Sincerely,  
ALPINE CITY

Shane L. Sorensen, P.E.  
City Engineer

cc: File  
Developer

Alpine City Engineering  
20 North Main  
Alpine, Utah 84004

**ALPINE CITY**  
**ESCROW BOND AGREEMENT**

THIS BOND AGREEMENT is entered into this 18th day of Alpine, 2005, by and between, **The Bank of American Fork**, hereinafter referred to as “Obligor”, **Jarman Asset Management, LLC**, hereinafter referred to as “Developer”, and the City of Alpine, a Municipal Corporation of the State of Utah, hereinafter referred to as the “City”.

WHEREAS, Developer desires to construct and develop a subdivision in the City of Alpine, said subdivision to be known as; **Shepherd Subdivision, Plat “A”**, and

WHEREAS, the Ordinances of the City require the Developer to provide a performance bond to guarantee that improvements will be installed as shown on the final plat; and

WHEREAS, the Developer pursuant to the Bond Requirements of the City has placed the sum of **\$8,448.00** in a bond account with the Obligor to guarantee construction of the required improvements pursuant to the terms of the Ordinances of the City and the Subdivision Improvement Agreement executed by the Developer (see Exhibit “A”, attached hereto and incorporated herein by reference);

NOW THEREFORE, in consideration of the funds paid to the Obligor by the Developer, it is hereby agreed as follows:

1. Obligor shall reserve the funds deposited by the Developer to guarantee and assure the construction of the required improvements by the Developer in the above-named subdivision, pursuant to the terms of the Ordinances of Alpine City, and to assure performance by the Developer of the terms of the Subdivision Improvement Agreement, executed by the Developer, which is attached hereto as Exhibit

“A” and incorporated herein by reference.

2. The City Council shall have sole power to authorize the release of any funds held. Prior to the Developer's satisfactory completion of all required improvements, the City Council shall only release funds for completed improvements in an amount not to exceed 80% of the amount allocated for the completed improvements. Payments shall be made by checks drawn on the above-stated account and shall be made payable to the Developer or, at the City's election, to specific suppliers or subcontractors of the Developer involved in the improvements for which payment is being made, and said checks shall require the signatures of the Developer and the City Engineer.

3. Final release of this Bond to the Developer is conditional upon the Developer's satisfactory completion of all improvements required under the Subdivision Improvement Agreement and upon delivery by the Developer to the City of a preliminary title report, in a form acceptable to the City, showing that there are no liens or encumbrances on the subject property except such liens and encumbrances as are specifically approved in writing by the City Council.

4. This Bond Agreement will allow the Developer a period of ONE (1) year from the date of approval of the final plat by the City Council to complete all improvements required under the Subdivision Improvement Agreement satisfactory to the City County before being declared in default. Upon the Developer's completion of all said improvements, the City Engineer shall make an inspection of the improvements and shall submit a report to the City Council setting for the condition of such improvements. If the City Council finds that all required improvements are satisfactory and that all liens have been paid and that title conditions on the subject property are satisfactory, as evidenced by the afore-mentioned preliminary title report, the City Council may release the bond to the Developer. If the condition of materials or workmanship shows unusual depreciation or does not comply with standards of the City, or if any outstanding liens are not paid, the City Council may declare the Developer to be

in default. The Developer acknowledges that it has informed or will inform its contractors and subcontractors of the release provision of this bond.

5. It is also agreed that violation of the City Ordinances, State Statutes, or Federal Regulations with respect to the development of the aforesaid project, or deviation in any way from the approved plat and specifications of the subdivision, may be considered grounds for declaration of default of the developer's obligations hereunder.

6. Should the City Council determine that there has been a breach by the Developer of its obligations pursuant to the terms of the Alpine City Ordinances, the Subdivision Improvement Agreement, or this Agreement, the city Council may declare the Developer to be in default. Upon a declaration by the City Council that the Developer is in default, the City shall provide written notice of such default to the Obligor, whereupon the Obligor shall, within TEN (10) days of receipt of said written notification from the City, release all funds held by Obligor to City, and City shall apply said funds to the cost of construction or repair of the required improvements.

7. Developer hereby agrees that the Obligor is entitled to release all said funds to the City within TEN (10) days of receipt of written notice by the City to the Obligor as described in the preceding paragraph.

8. The Obligor is not a party to, and is not bound by, any agreement between the Developer and the City which may be evidenced by or arise out of the foregoing instructions.

9. The Obligor acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same, or the identity, authority or rights of any person executing the same.

10. The Obligor shall not be required to take or be bound by notice of any default of any person, or to take any action with respect to such default involving any expense or liability, unless notice in writing is given to an officer of the Obligor of such default, and unless it is indemnified in a manner satisfactory to it against any expense or liability arising therefrom.

11. The Obligor shall not be liable for acting upon any notice, request, waiver, consent, receipt or other papers or documents believed by the Obligor to be genuine and to have been signed by the proper party or parties.

12. The Obligor shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith except its own willful misconduct.

13. The Obligor shall not be answerable for the default or misconduct of any agent, attorney or employee appointed by it if such agent, attorney or employee shall have been selected with reasonable care.

14. The Obligor may consult with legal counsel in the event of any dispute or question as to the consideration of the foregoing instructions, or the Obligor's duties hereunder, and the Obligor shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel. The Developer shall pay Obligor the reasonable fee of any such counsel.

15. In the event of any disagreement between the undersigned or any of them, or the person or persons named in the foregoing instructions, or any other person, resulting in adverse claims or demands being made in connection with or for any papers, money or property involved herein or affected hereby, the Obligor shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing, the Obligor shall not be or become liable to the undersigned or any of them or to any person named in the foregoing instructions for the

failure or refusal to comply with such conflicting or adverse demands, and the Obligor shall be entitled to continue to do refrain and refuse to so act until:

- a. the rights of adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the money, papers and property involved herein or affected hereby; or
- b. all differences shall have been adjusted by agreement and the Obligor shall have been notified thereof in writing signed by all of the persons interested.

16. Should the Escrow contain insufficient funds to complete the work, Alpine City is entitled to pursue legal action to recover the shortage from either the development company or the developers individually involved.

17. Should any party to this Agreement default in performance of any terms contained herein, the non-defaulting party shall be entitled to reasonable attorney's fees and costs of Court incurred by the non-defaulting party in enforcing any of the terms of this Agreement.

18. This Agreement shall bind and inure to the benefit of the parties, their heirs, administrators, executors, successors, and assigns.

19. Time is of the essence of this Agreement.

20. This Agreement is not intended and shall not be construed to make any person, firm, or corporation a third-party beneficiary of any duty to be performed under this Agreement by City, its officers, agent or employees.

21. The signatories to this Agreement expressly represent and warrant that they have authority to act for and on behalf of the Obligor, the Developer and the City respectively.

EXECUTED the day and year first above written.

BANK OF AMERICAN FORK  
OBLIGOR

Kelly W Pat  
Attest

By: Ramon P. Brea  
Title: Senior Vice President

Kelly W Pat  
Attest

Darryl Jarman manager  
Jarman Asset Management, LLC  
Developer

Kelly W Pat  
Attest

Darryl Jarman  
Darryl Jarman, Individual

Janis H. Williams  
Attest: Alpine City Recorder

Justin H. Kellogg  
Alpine City Mayor



**ALPINE CITY  
SUBDIVISION IMPROVEMENT AGREEMENT**

2006 **THIS AGREEMENT** is entered into this 24 day of APRIL, 19  , by and between Alpine City Corporation, State of Utah, hereinafter called the "City" and (corporate and individual identifications) Jaeman Asset Management LLC.  
\_\_\_\_\_, hereinafter collectively called the "Developer".

**WITNESSETH:**

**WHEREAS**, in the near future the Developer will file with the City Council of said City a final plat of Shepherd Minor Subdivision subdivision for said City Council's approval and acceptance of the streets and easements offered for dedication thereon:

**NOW, THEREFORE**, the Developer for and in consideration of the acceptance by the City Council of said streets and/or easements, hereby agrees as follows:

**FIRST:** Developer agrees at his/it's own cost and expense as follows:

- II To furnish all labor, equipment and material to perform and complete the construction of all improvements required by the provisions of all Ordinances of Alpine City, Utah, and all other applicable requirements of the City, within ONE (1) year from the date of acceptance of the offer of dedication of said streets and/or easements.
- II That the specified improvements shall be completed in a good workmanlike fashion as required by the Alpine City Construction Standards and according to the plans and specifications hereafter approved by the City.
- II That the work shall be inspected by and completed to the satisfaction of the City Engineer of Alpine City, and the improvements shall not be deemed complete until approved and accepted as complete by the City Council of Alpine City.
- II That the Developer warrants and guarantees and shall be responsible for all repairs to all improvements for a two year period commencing upon the final inspection of said improvements by the City. The estimated cost of said work and improvements is 100% amount 7,040.00.

**SECOND:** It is further agreed that said Developer shall be responsible for all improvements in any dedicated City street within the subdivision or otherwise installed by Developer in connection with the Subdivision and in accordance with the terms and conditions of this agreement and the City specifications, ordinances and policies. Any such street improvements, including sidewalks, curbs, gutters, driveways, manholes, valves and street paving which are damaged during development of the subdivision shall be replaced

or properly repaired at the Developer's expense, and to the satisfaction of the City Engineer. In the event the Developer does not replace or repair damaged improvements within **THIRTY (30)** days of receipt of written notification by the City, the City shall be hereby authorized to accomplish, or have accomplished, said repair or replacement and the Developer hereby agrees to pay the cost thereof.

**THIRD:** The Developer further agrees that in addition to performing the work herein above specified, all monuments, fences, ditches, gates and any other existing improvements which are removed, altered or destroyed prior to the completion of the improvements and their acceptance by the City shall be reinstalled and/or replaced within **THIRTY (30)** days after completion of the improvements and before acceptance by the City, and that reinstalled or replaced improvements shall be of a like character and occupy the positions as before construction commenced.

**FOURTH:** The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the same, nor shall the City, nor any officer or employee thereof, be liable for any persons or property injured by reason of said work or improvements, but all of said liabilities shall be assumed by the Developer. The Developer further agrees to protect the City and the officers thereof from all liability or claim because of, or arising out of; the use of any patent or patented article in the construction of said improvements,

**FIFTH:** The City shall not, nor shall any officer or employee thereof, be liable for any portion of the expense of the aforesaid work or for the payment for any labor or materials furnished in connection therewith.

**SIXTH:** It is further agreed that the Developer will at all times from the acceptance by the City Council of the streets and/or easements offered for dedication in said subdivision up to the completion and acceptance of said work and improvements by said City Council, give good and adequate warning to the traveling public of each and every dangerous condition existent in said streets and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until the completion of all the improvements herein agreed to be performed, each of said streets and/or easements not accepted as improved shall be under the charge of the Developer for the purpose of this agreement, and the Developer may close all or a portion of any such streets whenever it is necessary to protect the traveling public during the making of the improvements herein agreed to be made. The Developer hereby agrees to pay for such inspection of streets and/or easements as may be required.

**SEVENTH:** It is further agreed that the Developer shall file with the City Recorder at the time of submission of this agreement and said plat for approval by the City Council, a Construction Bond and a Guarantee Bond in accordance with the requirements of the Subdivision Ordinances of Alpine City, Utah. The City Recorder shall issue the owner a written receipt acknowledging the filing of the bonds. Said Construction Bond shall be for

an amount not less than **ONE HUNDRED PERCENT (100%)** of the estimated cost of said work and improvements and shall be in the form of (1) a Corporate Surety Bond, the conditions of which must be approved by the City Attorney; (2) a cash bond, or (3) a bond secured with other assets and approved by the City Attorney or the City Council. The purpose of the Construction Bond shall be to ensure the Developer's faithful performance of the terms and conditions of this agreement, including payment for all labor and materials furnished in connection therewith. The Guarantee bond shall be for an amount not less than **TWENTY PERCENT (20%)** of the estimated cost of said work and improvements and shall be deposited with the City in cash pursuant to the Alpine City Cash Guaranty Bond Agreement.

**EIGHTH:** The Developer hereby warrants and guarantees to the City that as of the date of this Agreement and as of the date of dedication to the City of the public improvements contemplated herein, said improvements and all real property relating thereto shall be free from all liens and encumbrances.

**NINTH:** Upon mutual consent of the Developer and the City Engineer, the said City Engineer may make such changes, alterations or additions to the plans and specifications attached hereto as may be determined necessary and desirable by the City Engineer for the proper completion of the said work and improvements and no such changes, alterations or additions shall relieve the surety or sureties on any bond given for the faithful performance of this agreement.

**TENTH:** It is further agreed by and between the parties hereto that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, said extension may be granted by the City Council and shall in no way affect the validity of this agreement or release the surety or sureties on any bond given for the faithful performance of this agreement.

**ELEVENTH:** The Developer agrees to comply with the current specifications of the Alpine City Construction Standards, the Alpine City Zoning Ordinance, the Alpine City Subdivision Ordinance, and the Uniform Building Code and all subsequent revisions thereto.

**TWELFTH:** Notwithstanding transfer of his interest in said subdivision, the Developer shall remain responsible for compliance with the terms of this Agreement and the applicable ordinances of Alpine City. This agreement shall be binding upon the Developer, his successors in interest and assigns.

**THIRTEENTH:** The Developer agrees to pay all costs and attorney's fees incurred by the City in enforcing this Agreement, whether it be by Court action or otherwise.

**FOURTEENTH:** Time is of the essence of this Agreement.

**FIFTEENTH:** This Agreement is not intended and shall not be construed to make

any person, firm, or corporation a third-party beneficiary of any duty to be performed under this Agreement by the City, its officers, agents, or employees,

IN WITNESS WHEREOF, the parties have affixed their names the day and year first above written.

<u>Janis L. Williams</u>	<u>Daryl [Signature], manager</u>
Attest	Developer
	By: _____
	Title: <u>MANAGER</u>

<u>Janis L. Williams</u>	<u>Daryl [Signature]</u>
Attest	Developer as an Individual
	By: _____
	Title: _____

Attest: _____	Developer as an Individual
---------------	----------------------------

Attest _____	Developer as an Individual
--------------	----------------------------

Attest _____	Developer as an Individual
--------------	----------------------------

Attest _____	Developer as an Individual
--------------	----------------------------

Attest _____	Developer as an Individual
--------------	----------------------------

Attest	Developer as an Individual
<u>Janis L. Williams</u>	<u>[Signature]</u>
Attest: Alpine City Recorder	Alpine City Mayor



## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:   Parking Amendment - Municipal Code**

**FOR CONSIDERATION ON:     24 March 2015**

**PETITIONER:     Staff**

**ACTION REQUESTED BY PETITIONER:     Adopt Ordinance No. 2015-04**

**APPLICABLE STATUTE OR ORDINANCE:   Part 11-344 (Parking Restrictions)**

**PETITION IN COMPLIANCE WITH ORDINANCE:   Yes**

### **BACKGROUND INFORMATION:**

The proposed amendment will clarify the parking restrictions in Alpine City.

Part 11-344 (Current)

G. Parking prohibited. It shall be an infraction for any person to park or leave standing on any public road, street alley or city property any motor vehicle for 48 or more consecutive hours, and any vehicle so parked or left standing may be impounded or removed by the chief of police. For purposes of impoundment and removal, the chief of police may impound and remove any motor vehicle which reasonably appears to have remained unmoved for 48 consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded vehicle.

### **STAFF RECOMMENDATION:**

Adopt Ordinance No. 2015-04 as proposed or discussed.

G. Parking prohibited. No person shall park, or leave standing on any public road, street alley, public open space, public trails, or within public open space, or store a motor vehicle, trailer, boat, motor home, camper, ATV or motorcycle for 48 or more consecutive hours. Any vehicle, trailer, boat, motor home, camper, ATV or motorcycle so parked or left standing may be impounded or removed by the Chief of Police or his designee. For purposes of impoundment and removal, the Chief of Police or designee may impound and remove any motor vehicle, trailer, boat, motor home, camper, ATV, or motorcycle which reasonably appears to have remained unmoved for 48 consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded vehicle.

**ORDINANCE NO. 2015-04**

**AN ORDINANCE ADOPTING AMENDMENTS TO PART 11-344 OF THE ALPINE CITY MUNICIPAL CODE RELATING TO PARKING RESTRICTIONS.**

**WHEREAS**, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance to clarify parking restrictions; 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 Part 11-344 contained in the attached document will supersede Part 11-344 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 24th day of March 2015.

---

Don Watkins, Mayor

**ATTEST:**

---

Charmayne G. Warnock, Recorder

G. Parking prohibited. No person shall park, or leave standing on any public road, street alley, public open space, public trails, or within public open space, or store a motor vehicle, trailer, boat, motor home, camper, ATV or motorcycle for 48 or more consecutive hours. Any vehicle, trailer, boat, motor home, camper, ATV or motorcycle so parked or left standing may be impounded or removed by the Chief of Police or his designee. For purposes of impoundment and removal, the Chief of Police or designee may impound and remove any motor vehicle, trailer, boat, motor home, camper, ATV, or motorcycle which reasonably appears to have remained unmoved for 48 consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded vehicle.

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Non-Conforming Amendment**

**FOR CONSIDERATION ON: 24 March 2015**

**PETITIONER: Staff**

**ACTION REQUESTED BY PETITIONER: Adopt Ordinance No. 2015-03**

**APPLICABLE STATUTE OR ORDINANCE: Article 3.22 (Non-Conforming)**

**PETITION IN COMPLIANCE WITH ORDINANCE: Yes**

### **BACKGROUND INFORMATION:**

The proposed amendment will clarify the City's position on non-conforming buildings and uses in Alpine City.

### **PLANNING COMMISSION MOTION:**

Bryce Higbee moved to recommend approval of Article 3.22 Non-Conforming Ordinance Amendment as proposed.

Steve Swanson seconded the motion. The motion passed and was unanimous with 6 Ayes and 0 Nays. Bryce Higbee, David Fotheringham, Steve Cosper, Chuck Castleton, Steve Swanson and Judi Pickell all voted Aye.

## ARTICLE 3.22

## NON-CONFORMING BUILDINGS AND USES

**3.22.1 Purpose.** This chapter describes the status of the uses of land or structures which were lawful before this ordinance was passed but which are now prohibited or restricted. It is the purpose of this ordinance to ~~prevent the expansion or enlargement of non-conforming uses.~~ define how non-conforming buildings and uses will be administered.

**3.22.2 Status of Pre-existing Illegal Uses.** Any building or use of land or any construction thereon, or any subdivision of land, which was not authorized by or under the pre-existing zoning or subdivision regulations, as amended, or which is illegal under such regulations, shall remain unauthorized and illegal unless expressly authorized or permitted in the provisions of this Ordinance.

**3.22.3 Uses on Leased Land to Comply With Ordinance.** Any person who may obtain State or Federal properties by purchase, lease or other arrangement must utilize such properties in accordance with the provisions of this Ordinance.

**3.22.4 Non-conforming Buildings and Uses May Be Continued - Repair Permitted.** The owners of land and buildings shall not be deprived of any use of property for the purpose to which it is lawfully devoted at the time of enactment of this ordinance.

Any building, structure or use of land, including but not limited to the raising of livestock, which is existing and lawful at the time of the enactment of this Ordinance, but which does not conform to the provisions of this Ordinance, shall be considered a non-conforming use and shall be allowed to continue, to the same extent and character as that which legally existed on the effective day of the application regulations, although such use does not conform to provisions of the Ordinance or amendment.

Repairs may be made to a non-conforming building or structure, or to a building or structure housing a non-conforming use, provided such repair:

1. Shall be made in accordance with the provisions of the City building regulations, when applicable, and
2. Does not have the effect of increasing the size or altering the character of the non-conforming building, structure or use.

**3.22.5 Damaged Building and Structure May Be Restored.** A non-conforming building or structure or a building or structure occupied by a non-conforming use which is damaged or destroyed by fire, flood or other calamity or act of nature may be restored or reconstructed and the use thereof resumed, provided that such restoration or reconstruction:

1. Is commenced within a period of two years from the date of occurrence of the damage, and
2. Does not have the effect of increasing the size of the building or structure or the floor space in excess of that which existed at the time the building became non-conforming, except when approved in accordance with the provisions of Section ~~3.1.6.6~~ 3.22.7 below.

Any such restored or reconstructed structure shall be constructed in accordance with the provisions of the current City building regulations.

**3.22.6 Expansion of Non-conforming Uses Within Existing Structures Permitted.** A non-conforming use located within a building may be extended through the same building in which said non-conforming use is located, provided no structural change is made or proposed in the building for the purpose of accommodating such extension.

**3.22.7 Extension (Enlargement) and Reconstruction of Non-conforming Buildings - Conditions.** A non-conforming building or structure or a building housing a non-conforming use may be extended or enlarged or reconstructed, subject to the prior approval by the City Council, after recommendation of the Planning Commission and such compliance with the following:

1. The proposed extension or replacement shall be located entirely on the same lot or parcel as the present non-conforming structure and will conform with all existing setback and location requirements.
2. The applicant shall submit a detail site plan showing the location of existing and proposed structures on the site and in the vicinity, existing lot boundaries, roads, driveways, parking areas, utilities and other significant features on the site and in the immediate vicinity.
3. A finding made by a majority vote of the Council that:
  - a. The proposed enlargement or extension will not significantly alter the character of the building or use or its impact upon the area.
  - b. The building or use, if extended, will not have the effect of diminishing the value of property or the quality of living environment of adjacent properties.
  - c. The proposed enlargement will not significantly increase the number of vehicles or pedestrians, or result in the establishment or increase of a safety hazard to the area.
  - d. The proposed enlargement will not result in the establishment of a condition incompatible with the neighborhood area and the stated objective of the zone in which it is located.

The Council may attach such conditions to its approval as are necessary to adequately protect the property and uses in the surrounding territory and the intent of the zone, including but not limited to, the providing of off-street parking access ways, landscaping features and additional setback of structures.

**3.22.8 Substitution of Non-conforming Uses.** A non-conforming use or building may be changed to a conforming use or building. Any non-conforming building or use, which has been changed to a conforming building or use shall not thereafter be changed back to a non-conforming use.

A non-conforming use of a building or lot shall not be changed to another non-conforming use whatsoever. Changes in the use shall be made only to a conforming use.

**3.22.9 Discontinuance or Abandonment.** A non-conforming building or structure or portion thereof, or a lot occupied by a non-conforming use which is, or which hereafter becomes, abandoned or discontinued for a continuous period of two (2) years or more shall not thereafter be occupied, except by a use which conforms to the regulations of the zone in which it is located. Provided, the City Council may, upon appeal, authorize the re-establishment of a non-conforming use which as been discontinued for a period longer than provided herein, where the weight of evidence clearly shows that the owner had no intention to terminate the non-conforming use and that the longer period of discontinuance was beyond the control of the owner.

**3.22.10 Reclassification of Territory.** The provisions pertaining to non-conforming uses of land and buildings shall also apply to land and buildings which hereafter become non-conforming due to an amendment of this Ordinance or the zone map.

**3.22.11 Non-conforming Lots of Record.** In all zones where one-family dwellings are listed as a permitted use, a one-family dwelling may be constructed on any lot or parcel of land, even though

such lot or parcel does not comply with the area or width requirements for one-family dwellings within the zone, subject to a determination by the Zoning Administrator that the lot complies with all of the following:

1. The lot or parcel qualifies as a non-conforming lot of record (existed as separately described parcel on the records of the County Recorder prior to the effective date of the Ordinance) and the parcel does not constitute an illegal subdivision lot.
2. One-family dwellings are listed as a permitted use in the present zone, and
3. All setbacks, height, access, building size, utility and special provision requirements of the existing zone and all applicable supplementary regulations can be met.

The authorization in this Section 3.22.11 shall be applicable only in the instance of one-family dwellings. The ~~Board of Adjustment~~ Hearing Officer shall not have the authority to approve a dwelling having two or more dwelling units on a parcel which does not fully comply with the requirements applicable thereto.

**ORDINANCE NO. 2015-03**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.22 OF THE ALPINE CITY DEVELOPMENT CODE RELATING TO THE PURPOSE OF THE NON-CONFORMING ORDINANCE.**

**WHEREAS**, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance to clarify the purpose of this ordinance; 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 3.22 contained in the attached document will supersede Article 3.22 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 24th day of March 2015.

---

Don Watkins, Mayor

**ATTEST:**

---

Charmayne G. Warnock, Recorder

## ARTICLE 3.22

## NON-CONFORMING BUILDINGS AND USES

**3.22.1 Purpose.** This chapter describes the status of the uses of land or structures which were lawful before this ordinance was passed but which are now prohibited or restricted. It is the purpose of this ordinance to define how non-conforming buildings and uses will be administered.

**3.22.2 Status of Pre-existing Illegal Uses.** Any building or use of land or any construction thereon, or any subdivision of land, which was not authorized by or under the pre-existing zoning or subdivision regulations, as amended, or which is illegal under such regulations, shall remain unauthorized and illegal unless expressly authorized or permitted in the provisions of this Ordinance.

**3.22.3 Uses on Leased Land to Comply With Ordinance.** Any person who may obtain State or Federal properties by purchase, lease or other arrangement must utilize such properties in accordance with the provisions of this Ordinance.

**3.22.4 Non-conforming Buildings and Uses May Be Continued - Repair Permitted.** The owners of land and buildings shall not be deprived of any use of property for the purpose to which it is lawfully devoted at the time of enactment of this ordinance.

Any building, structure or use of land, including but not limited to the raising of livestock, which is existing and lawful at the time of the enactment of this Ordinance, but which does not conform to the provisions of this Ordinance, shall be considered a non-conforming use and shall be allowed to continue, to the same extent and character as that which legally existed on the effective day of the application regulations, although such use does not conform to provisions of the Ordinance or amendment.

Repairs may be made to a non-conforming building or structure, or to a building or structure housing a non-conforming use, provided such repair:

1. Shall be made in accordance with the provisions of the City building regulations, when applicable, and
2. Does not have the effect of increasing the size or altering the character of the non-conforming building, structure or use.

**3.22.5 Damaged Building and Structure May Be Restored.** A non-conforming building or structure or a building or structure occupied by a non-conforming use which is damaged or destroyed by fire, flood or other calamity or act of nature may be restored or reconstructed and the use thereof resumed, provided that such restoration or reconstruction:

1. Is commenced within a period of two years from the date of occurrence of the damage, and
2. Does not have the effect of increasing the size of the building or structure or the floor space in excess of that which existed at the time the building became non-conforming, except when approved in accordance with the provisions of Section 3.22.7 below.

Any such restored or reconstructed structure shall be constructed in accordance with the provisions of the current City building regulations.

**3.22.6 Expansion of Non-conforming Uses Within Existing Structures Permitted.** A non-conforming use located within a building may be extended through the same building in which said non-conforming use is located, provided no structural change is made or proposed in the building for the purpose of accommodating such extension.

**3.22.7 Extension (Enlargement) and Reconstruction of Non-conforming Buildings - Conditions.** A non-conforming building or structure or a building housing a non-conforming use may be extended or enlarged or reconstructed, subject to the prior approval by the City Council, after recommendation of the Planning Commission and such compliance with the following:

1. The proposed extension or replacement shall be located entirely on the same lot or parcel as the present non-conforming structure and will conform with all existing setback and location requirements.
2. The applicant shall submit a detail site plan showing the location of existing and proposed structures on the site and in the vicinity, existing lot boundaries, roads, driveways, parking areas, utilities and other significant features on the site and in the immediate vicinity.
3. A finding made by a majority vote of the Council that:
  - a. The proposed enlargement or extension will not significantly alter the character of the building or use or its impact upon the area.
  - b. The building or use, if extended, will not have the effect of diminishing the value of property or the quality of living environment of adjacent properties.
  - c. The proposed enlargement will not significantly increase the number of vehicles or pedestrians, or result in the establishment or increase of a safety hazard to the area.
  - d. The proposed enlargement will not result in the establishment of a condition incompatible with the neighborhood area and the stated objective of the zone in which it is located.

The Council may attach such conditions to its approval as are necessary to adequately protect the property and uses in the surrounding territory and the intent of the zone, including but not limited to, the providing of off-street parking access ways, landscaping features and additional setback of structures.

**3.22.8 Substitution of Non-conforming Uses.** A non-conforming use or building may be changed to a conforming use or building. Any non-conforming building or use, which has been changed to a conforming building or use shall not thereafter be changed back to a non-conforming use.

A non-conforming use of a building or lot shall not be changed to another non-conforming use whatsoever. Changes in the use shall be made only to a conforming use.

**3.22.9 Discontinuance or Abandonment.** A non-conforming building or structure or portion thereof, or a lot occupied by a non-conforming use which is, or which hereafter becomes, abandoned or discontinued for a continuous period of two (2) years or more shall not thereafter be occupied, except by a use which conforms to the regulations of the zone in which it is located. Provided, the City Council may, upon appeal, authorize the re-establishment of a non-conforming use which as been discontinued for a period longer than provided herein, where the weight of evidence clearly shows that the owner had no intention to terminate the non-conforming use and that the longer period of discontinuance was beyond the control of the owner.

**3.22.10 Reclassification of Territory.** The provisions pertaining to non-conforming uses of land and buildings shall also apply to land and buildings which hereafter become non-conforming due to an amendment of this Ordinance or the zone map.

**3.22.11 Non-conforming Lots of Record.** In all zones where one-family dwellings are listed as a permitted use, a one-family dwelling may be constructed on any lot or parcel of land, even though such lot or parcel does not comply with the area or width requirements for one-family dwellings

within the zone, subject to a determination by the Zoning Administrator that the lot complies with all of the following:

1. The lot or parcel qualifies as a non-conforming lot of record (existed as separately described parcel on the records of the County Recorder prior to the effective date of the Ordinance) and the parcel does not constitute an illegal subdivision lot.
2. One-family dwellings are listed as a permitted use in the present zone, and
3. All setbacks, height, access, building size, utility and special provision requirements of the existing zone and all applicable supplementary regulations can be met.

The authorization in this Section 3.22.11 shall be applicable only in the instance of one-family dwellings. The Hearing Officer shall not have the authority to approve a dwelling having two or more dwelling units on a parcel which does not fully comply with the requirements applicable thereto.

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Planning Commissioner Appointment**

**FOR CONSIDERATION ON: 24 March 2015**

**PETITIONER: Mayor**

**ACTION REQUESTED BY PETITIONER: Appoint new member to the  
Planning Commission**

**APPLICABLE STATUTE OR ORDINANCE: Article 2.2 (Planning Commission)**

**PETITION IN COMPLIANCE WITH ORDINANCE: Yes**

### **BACKGROUND INFORMATION:**

Chuck Castleton will be moving out of Alpine and will not be able to continue to serve on the Planning Commission. A new member needs to be appointed. Planning Commission members are appointed by the Mayor with the advice and consent of the City Council. The Mayor will have candidates for consideration at the meeting.

### **RECOMMENDED ACTION:**

**Appoint a new member to the Planning Commission.**

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Burgess Park Improvements – Reconstruction of Tennis Courts and Construction of Four Pickle Ball Courts

**FOR CONSIDERATION ON:** March 24, 2015

**PETITIONER:** City Staff

**ACTION REQUESTED BY PETITIONER:** Approval of tennis court and pickle ball court project.

**APPLICABLE STATUTE OR ORDINANCE:** N/A

**PETITION IN COMPLIANCE WITH ORDINANCE:** N/A

### **INFORMATION:**

The existing tennis courts at Burgess Park are deteriorating and are in need of repair or replacement. The courts were resurfaced in 2007 at a cost of \$12,505. This was really just a temporary fix. The courts are constructed with an asphalt surface. The thermal expansion/contraction causes significant cracks in the surface.

The proposal is to reconstruct the tennis courts. The estimated cost for reconstruction of the two tennis courts is \$105,075. This price includes the necessary demolition and constructing the new post-tensioned courts on top of the old courts. Constructing the new court on top of the old one will provide some cost savings. The Tennis and Track Co., who I have been working with on this project, said this is a common practice. Construction of the courts in this manner will raise the surface elevation of the courts about 7 inches. We might want to consider raising it a few inches higher to match the elevations of the volleyball court and playground area. Sprinkler repair and landscape restoration is not included in the price. These items would be completed by the Parks Department. The current courts have lights but they are old and unreliable. To add lights to the tennis courts would be an additional \$45,118.

The second part of the proposal is the construct four pickle ball courts. The proposed location is immediately west of the tennis courts at Burgess Park. There is one large Ponderosa Pine tree in the area that would have to be removed. The only other thing in the area is turf grass. The price to install four pickle ball courts is approximately \$80,000. This does not include grubbing the area in preparation for road base, sprinkler repairs and landscape restoration. These items would be completed by the Parks Department.

The proposed source of funding for this is from two areas. The City will receive approximately \$37,000 from Questar for the purchase of an easement through City open space. The remainder of the funding will come from the Capital Improvement Fund.

<p><b>RECOMMENDATION:</b> Approve the construction of two tennis courts and four pickle ball courts at Burgess Park and not install lights.</p>
---

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Budget Discussion**

**FOR CONSIDERATION ON: March 24, 2015**

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

**ACTION REQUESTED BY PETITIONER: For Council information.**

**INFORMATION:** As part of the budget process, staff has proposed hiring one new employee for the next fiscal year. With the remodel of the office, it was felt that it would be time to reorganize the city office staff and hire the proposed new employee. A copy of the job description and salary range for the new employee is attached. The job description has been reviewed with the Mayor. Also, a tentative tentative budget will be given to the Council on Tuesday. This will be used for the individual meetings with the Mayor and Council members in preparation of the tentative budget.

***RECOMMENDED ACTION:*** *That the City Council approve the job description for a new employee and that they approve hiring the new employee is this fiscal year.*

Proposed New Position  
Job Duties  
2/25/2015

**Salary Range**

\$30,000 - \$40,000

**Education/Experience**

Bachelor's Degree preferred

One year of Experience

**Duties:**

**Accounts Payable**

Manage vendor info

Open, sort, code, file invoices

Print and send checks

Print and file reports

1099's and year end

**Payroll**

Maintain employee files

Prepare bi-weekly payroll

Prepare State tax monthly

Quarterly payroll reports

Yearly payroll reports

W-2s and yearend tax

**Utility Billing**

Open incoming payments

Maintain account information

Create service orders and follow up

Prepare monthly billing

Meter reads

Meter exchanges

**Other**

Answer phones

Assist walk in customers

Library reimbursements

Waste disposal passes

Park/CC reservations

**ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Box Elder Plat E Power Line Easement

**FOR CONSIDERATION ON:** March 24, 2015

**PETITIONEER:** Scott Dunn/Rocky Mountain Power

**ACTION REQUESTED BY PETITIONER:** Approval easement in Lambert Park for power line.

**APPLICABLE STATUTE OR ORDINANCE:** N/A

**PETITION IN COMPLIANCE WITH ORDINANCE:** N/A

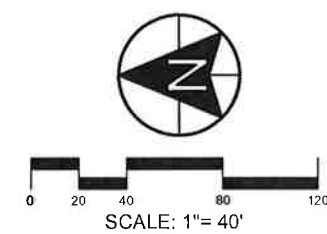
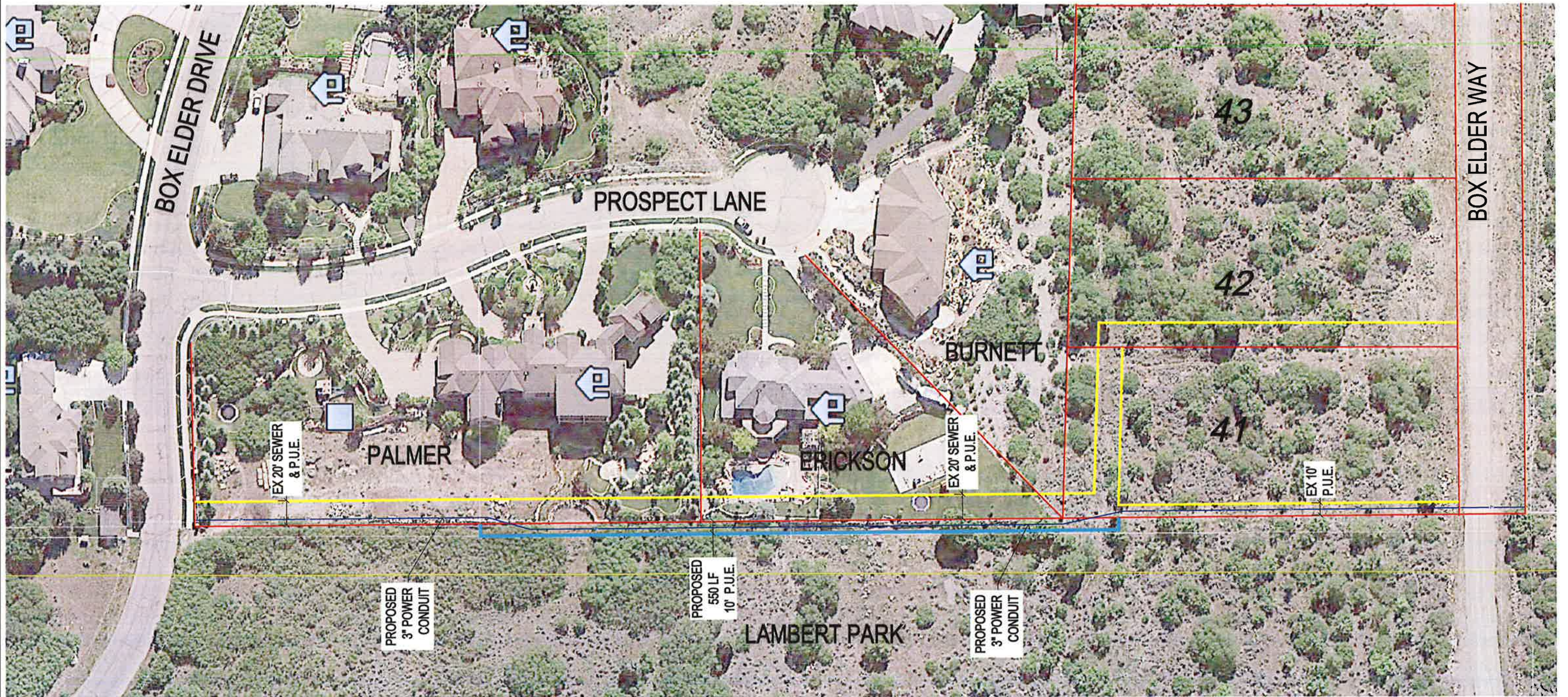
**INFORMATION:**

Scott Dunn has been working with Rocky Mountain Power to get electrical service for the Box Elder Plat E subdivision. Rocky Mountain Power is requiring that a power line be constructed from the Box Elder Booster Pump Station going south to the Box Elder Plat E subdivision. There is an existing 20-foot wide sewer and public utility easement that runs along the back of the Palmer and Erickson properties. Rocky Mountain Power has a right to place a utility within the easement, without the permission of the City or the homeowners, since it is a recorded public utility easement. The City already has an 8-inch sewer main within the easement. The concern from Scott Dunn is the amount of landscaping that will be disturbed to install the conduit for the power line and the impact to the residents.

There appears to be at least three options for the power line. They are as follows:

1. Construct the power line within the existing 20-foot wide public utility easement.
2. The City grant an easement within Lambert Park to allow the power line to be constructed on the west side of the property line. This would eliminate disruption of the residents landscaping but would impact Lambert Park. There is some very dense oak brush that would need to be cleared to allow for installation of the power conduit.
3. The power conduit be installed with the existing 20-foot wide public utility easement as far as possible, with the alignment moving to the edge of Lambert Park for the remaining 550 feet. An exhibit has been included showing this option. A 10-foot wide by 550-foot long utility easement would be required from the City. This option would minimize the impact to the landscaping on the Palmer and Erickson properties.

**RECOMMENDATION:** The City Council consider granting a 10-foot wide by 550-foot long public utility easement in Lambert Park for the construction of a power line.



PROJECT	
BOX ELDER PLAT "E" SUBDIVISION	
PUBLIC UTILITY	
ROCKY MOUNTAIN POWER	
DATE	SHEET NUMBER
3/19/25	A

## ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Request of Cash in Lieu of Water Rights for Heritage Hills Plat C

**FOR CONSIDERATION ON:** March 24, 2015

**PETITIONEER:** Downing Aiken

**ACTION REQUESTED BY PETITIONER:** Approval of allowing cash in lieu of water rights to meet a portion of the water policy.

**APPLICABLE STATUTE OR ORDINANCE:** N/A

**PETITION IN COMPLIANCE WITH ORDINANCE:** N/A

**INFORMATION:** The developer of the Heritage Hills Plat C subdivision is finalizing the requirements to record the plat. They have a balance of 24.78 acre-feet of water on our books to be applied towards the required water policy of 26.44 acre-feet. The developer has requested to pay cash in lieu of water rights for the required difference of 1.66 acre-feet. Approval of the City Council is required for this option.

The value of the water is determined as follows: “Section 4.7.23.3.5 – The cash amount shall be determined by taking the number of shares required times the current market value of Alpine Irrigation Company shares multiplied by 125%.” For example, if a primary irrigation share, which is 3 acre-feet, is valued at \$5,000 per share, the price per acre-foot for the cash in lieu of water rights option would be as follows:  $(\$5,000/3) * 125\% = \$2,083/\text{acre-foot}$ .

**RECOMMENDATION:** Consider approval of the option to allow the balance of the water policy for Heritage Hills Plat C to be met with cash in lieu of water rights. The amount of additional water rights required is 1.66 acre-feet.



August 14, 2014

Jason Bond, City Planner  
Alpine City  
20 North Main  
Alpine, Utah 84004

**Subject: Heritage Hills Plat C - Water Requirement**  
**16 lots on 40.41 acres**

Dear Jason:

We have calculated the water requirement for the Heritage Hills Plat C subdivision. The subdivision consists of 16 lots on 40.41 acres.

The developer will be required to provide 26.44 acre-feet of water to meet the water policy for the development.

Please contact me if you have any questions.

Sincerely,  
ALPINE CITY

Jed Muhlestein, P.E.  
Assistant City Engineer

cc: File  
Developer

26.44  
- 24.78  
-----  
1.66 ac-ft short

Alpine City Engineering  
20 North Main  
Alpine, Utah 84004



**Water Requirements**  
**Heritage Hills Plat C**  
August 14, 2014

Lot	Area (sf)	Indoor Requirement (0.45 ac-ft per home)	Outdoor Requirement (1.66 ac-ft/acre)	Total (ac-ft)
301	23,302	0.45	0.89	1.34
302	48,632	0.45	1.85	2.30
303	20,877	0.45	0.80	1.25
304	27,880	0.45	1.06	1.51
305	33,801	0.45	1.29	1.74
306	43,561	0.45	1.66	2.11
307	34,865	0.45	1.33	1.78
308	30,554	0.45	1.16	1.61
309	23,749	0.45	0.91	1.36
310	25,247	0.45	0.96	1.41
311	31,841	0.45	1.21	1.66
312	39,313	0.45	1.50	1.95
313	37,787	0.45	1.44	1.89
314	32,967	0.45	1.26	1.71
315	27,243	0.45	1.04	1.49
316	23,139	0.45	0.88	1.33

**Total 26.44**

Jed Muhlestein, P.E.  
Asistant City Engineer

## ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Appointments to Irrigation Management Committee/2015 Pressurized Irrigation Restrictions

**FOR CONSIDERATION ON:** March 24, 2015

**PETITIONER:** City Staff

**ACTION REQUESTED BY PETITIONER:** Appointment of members to the Management Committee/Approval of the 2015 Water Conservation/Restriction Plan

**APPLICABLE STATUTE OR ORDINANCE:** N/A

**PETITION IN COMPLIANCE WITH ORDINANCE:** N/A

### INFORMATION:

The agreement between Alpine City and Alpine Irrigation Company includes forming a management committee comprised of three members appointed by the City Council and three members appointed by the irrigation company. During drought or other unforeseen water shortages, “...*the Management Committee will determine how to equitably allocate the available water supply and may adopt a water conservation plan.*”

The three representatives previously appointed by the City Council were Shane Sorensen, Jay Healey and Ron Devey. Since two of these individuals are no longer working for the City, Greg Kmetzsch and Jed Muhlestein are proposed to be appointed to the management committee to fill those positions.

A meeting of the management committee was recently held to discuss the upcoming irrigation season. With a meager snow pack, there are water supply concerns for the fourth year in a row. The committee felt that maintaining the same restrictions from the 2014 irrigation season would be advisable, with some slight modifications. The proposed changes are as follows in italics:

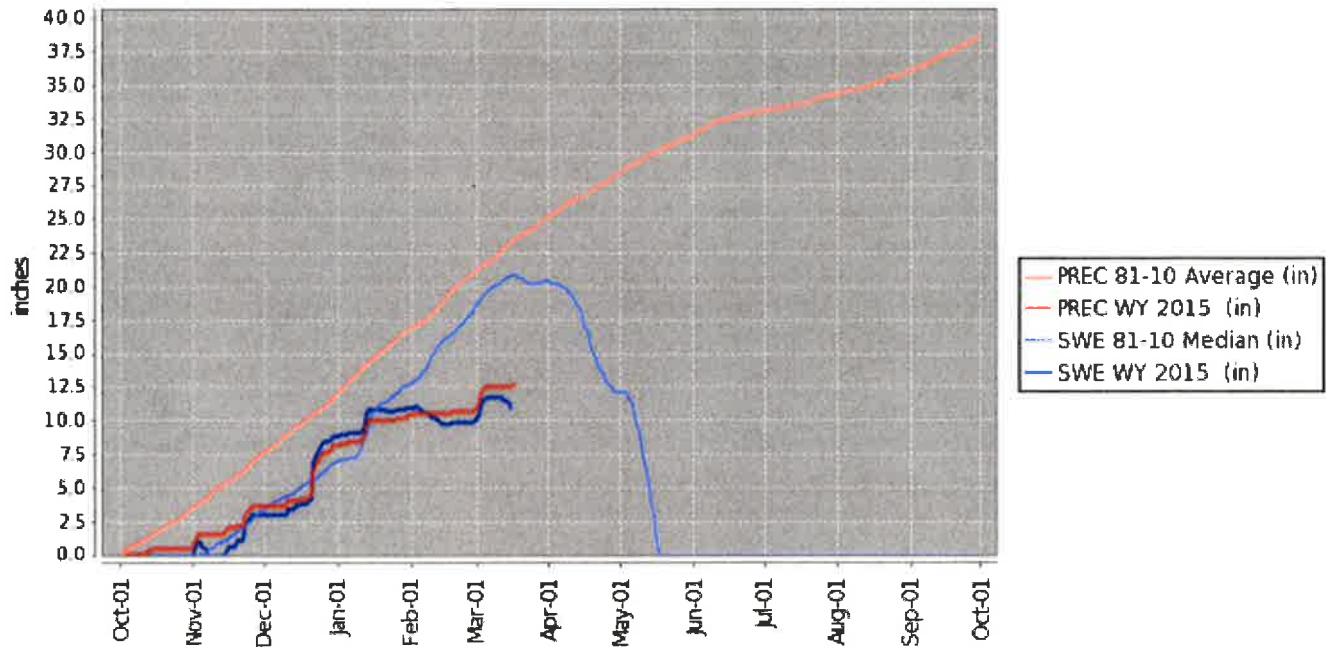
1. First Offense: Warning. The first time offense could be as a result of a call to City Hall reporting a violation or City Staff witnessing the violation.
2. Second Offense: \$50 fine, payment required *and a meeting with the DRC* to have PI valve unlocked.
3. Third and Future Offenses: \$200 fine, payment required *and a meeting with the DRC* to have PI valve unlocked.

A copy of the 2014 Water Conservation/Restriction Program is included in the packet for your review. The water restrictions would be subject to change if conditions worsen.

**RECOMMENDATION:** The City Council consider appointing Greg Kmetzsch and Jed Muhlestein to the Management Committee and approve the proposed water restriction program for the 2015 irrigation season.

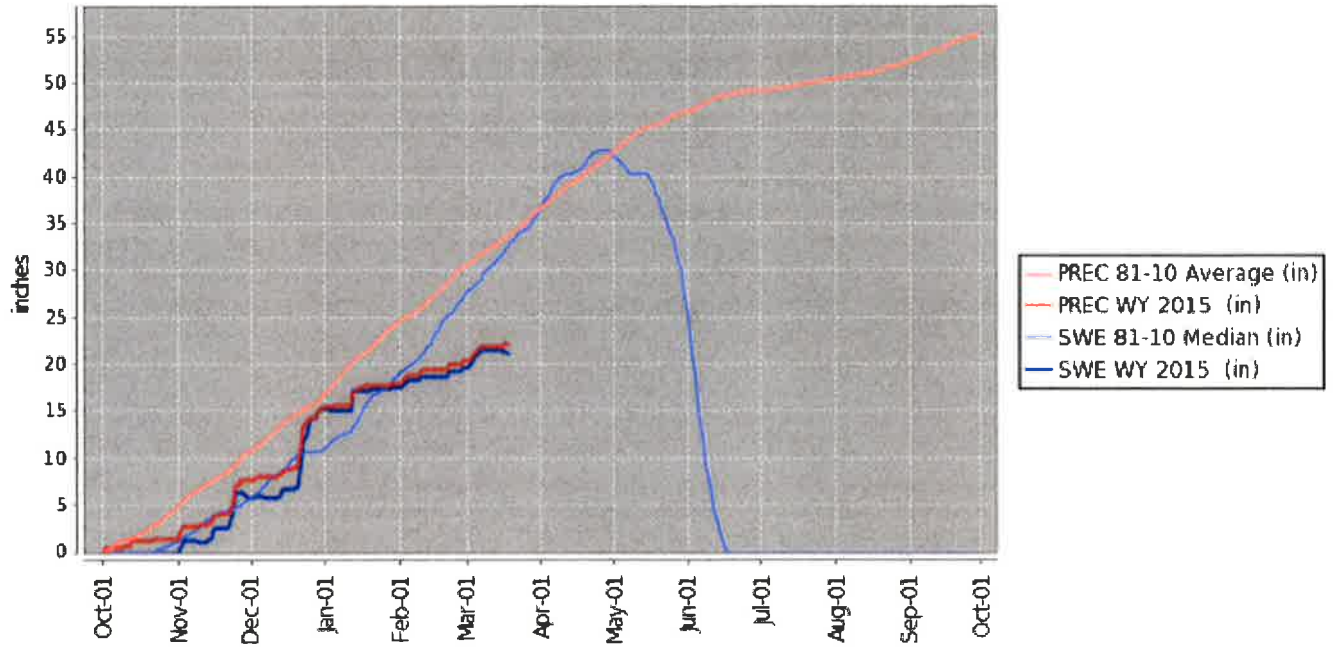
*Time Divide*

Station (820) WATERYEAR=2015 (Daily) NRCS National Water and Climate Center - Provisional Data - subject to revision  
Wed Mar 18 08:11:34 PDT 2015



SNOWBIRD

Station (766) WATERYEAR=2015 (Daily) NRCS National Water and Climate Center - Provisional Data - subject to revision  
Wed Mar 18 08:11:19 PDT 2015



## **2014 Water Conservation/Restriction Program**

- Water use restrictions will be in effect starting June 1, 2014, unless further notice is given.
- Residential Users: Use of irrigation water will be allowed three days per week. Odd numbered addresses will be allowed to water Monday, Wednesday & Friday. Even numbered addresses will be allowed to water Tuesday, Thursday & Saturday. The time period allowed for residential water will be from 7 pm on the scheduled day for watering until 7 am the following day. This does not mean that residents should water for a 12 hour time period, but rather a reasonable amount of water can be used during this time period sufficient to provide for the needs of their landscaping. Smaller ¼ acre lots should irrigate less hours than larger 1 acre lots.
- City Parks and other Large Water Users (schools, churches, etc.): The City will coordinate a plan for irrigation of the parks/other facilities and with the other large water users. This plan will require watering during the day to balance the use in the system. Some parks may only get watered once per week.
- Agricultural Users: Alpine City is working with the Alpine Irrigation Company and the agricultural users to implement a water restriction program.
- Enforcement:
  - First Offense: Warning.
  - Second Offense: \$50 fine, payment required to have PI valve unlocked.
  - Third and Future Offenses: \$200 fine, payment required to have PI valve unlocked.

# Memo



**To:** Alpine Irrigation Company Ag. Users  
**From:** Shane L. Sorensen, P.E.  
**Date:** Public Works Director/City Engineer  
**Subject:** March 19, 2014  
**Proposed Irrigation Plan for 2014 Drought Conditions – Ag. Users**

Following is the proposed irrigation schedule for the 2014 irrigation season for agricultural users. The plan is the same as last year with the exception of a 7 a.m. to 7 p.m. watering schedule instead of an 8 a.m. to 8 p.m. watering schedule for the time of the year that has restrictions.

## ***Orchards/Pastures***

- Present time until June 1: no restrictions, but use water reasonably.
- Beginning June 1 to September 1: Water users will be allowed to irrigate during the daytime from 7 a.m. to 7 p.m., 7 days per week.
- After September 20: No irrigation water will be available for pastures after this date.

## ***Hay Operations***

- Present time until July 24: no restrictions, but use water reasonably. This should allow for harvesting 2<sup>nd</sup> crop hay.
- Beginning July 25 to September 1: Water users will be allowed to irrigate during the daytime from 7 a.m. to 7 p.m., 7 days per week.
- After September 1: No irrigation water available after this date.

Residential water users will have the same restrictions as last year, with the adjustment of the 7 a.m. to 7 p.m. schedule.

The enforcement plan for these restrictions will be the same as the plan that has been implemented for residential users and is outlined as follows:

- First offense: Warning via a door hanger.
- Second offense: Pressurized irrigation service will be locked. Reconnection will require a \$50 fee.
- Third and additional offenses: Pressurized irrigation service will be locked. Reconnection will require a \$200 fee.

Thanks for your cooperation. Please contact Ron Devey at (801) 420-3102 if you have any questions.

Alpine City Public Works  
20 North Main • Alpine, Utah 84004  
Phone/Fax: (801) 763-9862  
E-mail: [ssorensen@alpinecity.org](mailto:ssorensen@alpinecity.org)

## Oberee Annexation Presentation Outline

1. A brief review of annexation law and a presentation on how special service districts work in annexations. Presenter: David Church.
2. A brief review of the existing “Annexation Policy Plan & Map” adopted May 26, 2009. Presenter: Jason Bond.
3. A brief review of the history of Oberee annexation requested area. Presenter: Jason Bond.
  - a. 12-18-07. Alpine Canyon Estates was proposed for this area to the City Council. It included the Pack annexation property, the Peter Christensen property and the Pulham property. It consisted of 72 lots on 134.75 acres. The Planning Commission granted preliminary for this subdivision on November 20, 2007 (see attached the 17 conditions of approval from the Planning Commission and attached preliminary plat map for Alpine Canyon Estates).
  - b. June 24, 2008. A discussion to modify the 17 conditions was discussed at the City Council meeting. (see attached 3 proposed modifications from City Council)
  - c. December 9, 2014. Oberee annexation petition was accepted by the City Council. (see attached plat map)
  - d. March 17, 2015. Utah County Planning Commission refers this back to the City, for a sixty day time period. (see attached Property Owner Notice Of A Public Hearing and a letter from the Mayor and City Council to the County Commission and Planning Commission)
4. A brief review of the financial considerations and service delivery considerations regarding the proposed annexation area. Presenter: Rich Nelson.
  - a. Projections of the yearly cost of municipal services in the proposed area based on 4 different development assumptions, utilizing the Alpine City 2014-2015 Budget and **using the average costing method**. The average cost per house is \$2,957.

(1) Alpine City Annexation Policy Plan & Map – 65 lots:	\$192,205
(2) Alpine Canyon Estates proposal – 75 lots:	\$221,775
(3) CE-1 designation proposal – 4 lots:	\$ 11,828
(4) TR – 5 Zone proposal – 38 lots:	\$112,366
  - b. Projections of property tax revenue, sales tax revenue, other revenue and enterprise funds generated for the above listed options is based on two assumptions. The first assumption is that all new homes in the proposed area to be annexed will have an assessed valuation of \$600,000 and will generate \$600 in city property tax revenue. This is not an average costing method; rather it is a static method. When dealing with

property tax it is also important to remember the following: 67% goes to the School District; 15% goes to the City (Alpine's actual percentage is 14.53%); 10% goes to the County and 8% goes to other. The second assumption is that sales tax revenue, other revenue and enterprise fund revenue is based on average costing method. Sales tax revenue equals \$363 per home. Other revenue is all sources other than property tax and sales and equals \$853 per home. Enterprise Fund revenue, i.e. water, PI, sewer and storm drain, equals \$1,340 per home.

	Property Tax	Sales Tax	Other Revenue	Enterprise Fund Revenue
1) Alpine Annexation Policy Plan & Map-65 lots:	\$39,000	\$23,595	\$55,445	\$87,000
2) Alpine Canyon Estates proposal-75 lots:	\$45,000	\$27,225	\$63,975	\$100,500
3) CE-1 designation proposal-4 lots:	\$2,400	\$1,452	\$3,412	\$5,360
4)TR-5 Zone proposal -38 lots:	\$22,800	\$13,794	\$32,414	\$50,920

- c. There are also potential marginal costing considerations that come from annexations. Marginal costing considerations are additional costs that may be involved in the delivery of services because of either a new demand for services, i.e. additional homes that causes the City to reach a service delivery tipping point, or because of existing deficient capacity to provide for the newly created demand for those services. These costs will have to be studied in this or any other large annexation request. **This should not be construed to mean that the costs listed below will happen because of the annexation request. It just means that this has to be studied.** Potential costs could include the following:

- (1). One new police officer. Cost: \$100,000 (includes officer, car, equipment. etc.)
- (2). One new fire fighter/EMT. Cost: \$100,000 (includes officer, equipment, etc.)
- (3). One new public works employee. Cost: \$70,000 (includes employee and vehicle)
- (4). One new parks and recreation employee. Cost: \$65,000 (includes employee and vehicle)
- (5). One new administration employee. Cost: \$50,000.
- (6). Additional infrastructure costs. Presenter: Shane Sorenson.
  - (a) Roads
  - (b) PI water system capacity
  - (c) Culinary water system capacity

- d. There are one-time revenue sources from new home construction. **While nice to have, they should only be used for onetime costs and not for ongoing operational revenue and should never be a major consideration in an annexation discussion.** The following figures are based on the average onetime revenue amounts from new construction (building permits, etc.) in Alpine City. That average amount for a home is Alpine is \$18,876.

(1) Alpine City Annexation Policy Plan & Map – 65 lots:	\$1,226,940
(2) Alpine Canyon Estates proposal – 75 lots:	\$1,415,700
(3) CE-1 designation proposal – 4 lots:	\$ 75,504
(4) TR – 5 Zone proposal – 38 lots:	\$ 717,288

- e. There are certain unquantifiable costs associated with any development in areas that have potential safety concerns from fires, floods, mud slides and other natural disasters. These should always be considered and studied.

- 5. Next steps in the process. Group discussion and direction. Presenter: Steve Cosper, Planning Commission Chairperson

the 2008 City Council Meeting schedule as follows:

**CITY COUNCIL MEETINGS** for the 2008 calendar year are scheduled on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month as follows unless otherwise indicated.

January 15	May 13	September 9
January 29	May 27	September 23
February 12	June 10	October 14
February 26	June 24	October 28
March 11	July 8	November 11
March 25	July 22	November 25
April 8	August 12	December 16
April 22	August 26	

All meetings will begin at 7:00 pm unless otherwise posted and will be held at Alpine City Hall, 20 North Main, Alpine, Utah 84004.

**MOTION:** Thomas Whitchurch moved to approve the 2008 City Council Meeting schedule as noted above. Tracy Wallace seconded. Ayes: Kimberly Bryant, Hata Puriri, Tracy Wallace and Thomas Whitchurch. Nays: 0. Motion passed.

**G. ONLINE PAYMENTS.** Ted Stillman said that currently the City uses Authorize Net as the gateway for electronic payments. The Gateway is the facilitator between the online payment system and the bank in processing electronic fund transfer payments (i.e. payments made from a checking or savings account). Xpress Bill Pay has started to offer this service as well and if the City chooses to stay with Authorize.Net we will be charged an additional \$.10 per transaction from XpressBillpay. If we choose to change to XpressBillpay, we will save the 3<sup>rd</sup> party transaction plus have the ability to void or change transactions prior to it being closed out each night. The change will save the City \$617.00 per year.

**MOTION:** Thomas Whitchurch moved to approve the XpressBillpay/Chase Electronic Pay Contract pending review of the State Contract. Kimberly Bryant seconded. Ayes: Kimberly Bryant, Hata Puriri, Tracy Wallace and Thomas Whitchurch. Nays: 0. Motion passed.

## VII. REPORTS

**A. FINANCIAL REPORT.** Ted Stillman said the General Fund is up from past years but that Sales Tax is based on population and the point of sale. Thomas Whitchurch asked if we can use Park Impact Fees to purchase park land and Ted Stillman said only if the property is on the list.

**B. THREE FALLS SUBDIVISION.** John Wallace said he has been working with Will Jones on the Three Falls development up Ft. Canyon. Mr. Wallace discussed the proposed retaining wall system on Ft. Canyon Road that would serve the Three Falls Subdivision and the road widening and slope stabilization up Ft. Canyon Road. John Wallace showed different options for the retaining walls. Some of the retaining wall systems had a more natural look and some required steeper road cuts. Shane Sorensen said that staff is looking for the same direction as John Wallace as to what direction they should go. The retaining wall system that was approved was the soil nailing with a rock façade. A detailed design for each wall will be provided to the City Engineer.

**C. ALPINE CANYON ESTATES.** Ted Stillman said the proposed Alpine Canyon Estates PRD Subdivision (Pack annexation property) consists of 72 lots on 134.75 acres. This included 47 lots for Windsor Development and 25 lots for other properties. The proposed development area includes the Windsor Development property, some of the remaining Pack properties, the Peter Christensen property and the Pulham property (the City Council voted on November 13, 2007 to allow the Christensen and Pulham properties to be included in the PRD). Some of the properties are proposed to be developed in a future phase, but are shown on the plat and are being included in the PRD. Lot sizes range from 20,000 sq. feet to 36,578 with an average size of 27,000 sq. feet. The preliminary plan showing the Christensen and Pulham properties were included in the plan and the Planning Commission granted preliminary approval on November 20, 2007

with the following motion:

" Jannicke Brewer moved to grant preliminary approval to Alpine Canyon Estates so they could move forward on completing the necessary agreements and acquiring easements subject to the following conditions:

1. The developer and City work out the details and enter an annexation agreement outlining the requirements and conditions of the annexation, and the development plan and annexation be approved concurrently by the City Council.
2. Elk Ridge Lane shall be a required part of the annexation. The City and developers will work out an agreement on the time and acquisition of the Elk Ridge right-of-way, and it be done within 2 years.
3. All necessary rights-of-way be obtained for the street improvements.
4. Cut and fill quantities be provided for each phase of the development when submitted for final approval.
5. The City Engineer approve the proposed grading plan to generate fill material from lots on the west side of the development, and the plan be approved by the City Council prior to it coming back to the Planning Commission for final approval.
6. A geotechnical engineer's recommendations be followed for the cuts and fills along Elk Ridge Lane.
7. The Grove Drive alignment be moved as far eastward as possible, taking all precaution to protect the trees in front of the Russon property.
8. An easement be obtained for the offsite sewer line.
9. Building of homes not be allowed above the 5220-foot elevation line prior to the culinary water master-planned improvements being constructed in the area.
10. The fire chief approve the location of the proposed fire hydrants.
11. An easement be obtained for the offsite detention basin.
12. The City and developer review the Western Geologic reports to insure that all of their recommendations have been addressed.
13. The redlines on the construction drawings be addressed.
14. The landscape plans for parks be approved as submitted with the City staff having input on the spacing of trees.
15. Trails be approved as submitted with final adjustment to be done after staff and the trail committee walk the trail.
16. The right-of-way for the connection between Alpine Canyon Estates and Alpine Cove be 54-feet wide.
17. There be notes on the final plat stating that helical piers will be required on lots 1 through 7, and the drainage channel will be left open.

Steve McArthur seconded. Ayes: 4 Nays: 0. Motion passed. "

Shane Sorensen said he would be more comfortable if there was a deeded right-of-way between Alpine Canyon Estates and Alpine Cove so that nothing could ever be built on it.

### VIII. COMMUNICATION

**TRACY WALLACE** – Said that Draper is going through their ordinance pertaining to hillside development and they are fighting with developers. Tracy Wallace suggested that we watch this closely.

#### **HATA PURIRI –**

1. Said we had a lengthy discussion on our crosswalks earlier in the evening and we have had a tragic accident. Hata Puriri asked where we go from here as our residents are going to look at us for a solution. Our residents really need to be educated. Hata Puriri asked the Police Chief what the law is and he feels our youth are confused as to what the law really is. Hata Puriri felt the City Council needs to champion the cause for safety. Shane Sorensen related a situation on 600 East while the City Maintenance Department crew has been filling in the west side of that street with dirt. Mr. Sorensen said that cars go the wrong way on that posted one-way street as it is the shortest distance to 100 South. Carl Pack suggested that we paint crosswalks and mark the speed at 20 mph to slow all the traffic down. David Church said we can take a more aggressive approach.

Tricia Walker asked if the city would allow flags at crosswalks and Jannicke Brewer said this City is very dark and it is hard to see at night. There are many walkers early in the morning who wear dark clothing and you cannot see them until you are right upon them.

2. Hata Puriri thanked everyone and said it has been a quick four years. This has been a great education and experience and he respects the City staff and feels they are under appreciated.



Alpine Estates

**June 24, 2008**

Minutes of the City Council Meeting held on Tuesday, June 24, 2008 at Alpine City Hall, 20 North Main, Alpine, Utah 84004 at 7:00 pm:

The following members were present and constituted a quorum:

Mayor Hunt Willoughby

City Council Members: Kimberly Bryant, Jim Tracy, Tracy Wallace and Thomas Whitchurch

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

Others: Aaron Holtsclaw, *Lone Peak Press*, Marley Holtsclaw, Kip Botkin, *Police Chief*, Myrna Grant, Mike Evans, Richard Vernon, Helen Vernon, William Vernon, Evertt Williams, Will S. Jones, Robin Towel, Mike Evans, Dana Beck, Tanya Peterson, Ingrid Brockbank, Heidi Brockbank, Dan Roberts, Caleb Warnock, *The Daily Herald*, Lane Yarbrough, Tyson French, Brock French, Jordan John, Dustin Watkins, Riley Hale, Richard T. French, Dallin French, Myles Overstreet, Pete Sundwall, Brandon Holland, Mike Russon, Daniel Egan and Jared Plauzek

I. **CALL TO ORDER.** Mayor Hunt Willoughby called the City Council Meeting to order at 7:00 pm and welcomed everyone that was in attendance especially the Scouts who were all in uniform.

II. **PRAYER/OPENING COMMENTS** – Thomas Whitchurch

III. **PLEDGE OF ALLEGIANCE.** Brock French led the audience in the Pledge of Allegiance.

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

William Vernon presented his Eagle Scout Project and said he would like to reconstruct the four horseshoe pits in Moyle Park and then on the lower level of the park build steps where the stream has eroded the shore line. William Vernon also proposed to put a sealant on the wooden fence to protect it from the weather but not paint it white.

V. **ACTION ITEMS**

A. **PACK ANNEXATION – ELK RIDGE LANE.** Mayor Hunt Willoughby said that Will S. Jones has been negotiating with the Grant Family Trust for the Elk Ridge right-of-way through the Grant property. An Agreement was drafted between the developer (Prime Alpine) and the Grant Family Trust with items circled that affect the City.

Ted Stillman said that in the Heritage Hills annexation which is directly south of the Pack Annexation, all roads for circulation were required to be constructed at the beginning of the development. The Pack annexation is no different. Elk Ridge Lane is a key to traffic circulation in the area and it will allow direct access to Heritage Hills Blvd. and Main Streets. Not building Elk Ridge for ten or more years places all of the traffic on Grove Drive

Different Items in the Agreement were discussed. Mayor Willoughby said the major item in the Agreement is that Elk Ridge Lane would not be constructed until ten years after the date of occupancy of the first house in Alpine Canyon Estates or the Pack Annexation. Myrna Grant said that in the beginning the Grants donated the property up to the gate for Elkridge Lane. Myrna Grant said this road will really impact her personally but she and Will Jones have worked very hard to draft this agreement under these conditions. Thomas Whitchurch asked what happened if this road is needed before the ten years was up and Will Jones said the secondary access to the Three Falls Subdivision should be completed at about the same time. The number of houses in the Heritage Hills Subdivision was discussed. Because of the economy there are only three houses up there.

David Church said this is an annexation issue and if this property was all in the City this issue would not have to be discussed. The conditions of the Annexation Policy indicated that the Council voted this road would go through and improvements made on Grove Drive. The Council further stated they wouldn't force the issue but that Will Jones and Myrna Grant would work this out between them. Jim Tracy said he was more comfortable with having a fixed date rather than having an unknown date. Myrna Grant she had another concern and that is for the safety of her neighbor who has four little boys and one of them is hearing impaired. Ten years would give the boys a chance to get older.

Will Jones said the road would be deeded to the City and it would be bonded for. Jim Tracy asked what if the road was built now but barricaded off and it was stated that roads need to be driven on.

Robin Towle and Mike Russon both addressed their concerns as they are Myrna Grant's neighbors and feel that extending Elkridge Lane will impact them. Again Jim Tracy said he was not comfortable with having an unknown date and Kimberly Bryant said she does not have a problem with the way it is. Tracy Wallace said the date was an issue for him and felt this could be changed to the issuance of a building permit and not tied to occupancy. The 20-home limit prior to having a secondary road access was discussed.

Further issues in the agreement were discussed as follows:

- 3.d. As a condition to the Grant Family Trust's obligation to deed the subject property, the City of Alpine shall have agreed to reasonable speed controls along the Property roadway from Alpine City, such as stop signs, speed bumps and speed limit of not greater than 20 mph....

Hunt Willoughby said the residential speed limit is 25 mph and when this development happens appropriate speed control devices would be installed at that time. David Church said this Council cannot bind a future Council to an agreement with the Grants.

4. Before the construction referred to in subparagraph 3(a) above may commence Prime Alpine further agrees to provide to Grant the following:

Engineering (up to, but not including final road, curb and gutter placement) and development consultation regarding the Grant Subdivision. Details for such engineering shall be mutually agreeable to both parties. Prime Alpine shall assist Grant in obtaining approval from the City of Alpine for the creation of the Grant Subdivision. It is currently intended for the subdivision to contain two (2) cul-de-sacs.

Will Jones said that Myrna Grant does not want to come back every six months and the actual plat with today's ordinance will stand. Ted Stillman said this will be given approvals with the Preliminary plat.

7. The parties agree that in the event that the exchange of properties and the payment of additional consideration described on Exhibit B hereto shall not have occurred by.....through no fault of the Grant Family Trust, then and in the event the Grant Family Trust may declare this agreement terminated.....then in that event, Grant shall be entitled to repurchase the property described in Exhibit A for the sum of \$100,000.00.....

This agreement was discussed further and Kimberly Bryant said she appreciated Myrna Grant and Will Jones working together.

**B. ALPINE MEDICAL BUILDING SITE PLAN.** April Riley said the proposed Alpine Medical Building is located at approximately 147 W. Canyon Crest Road in the BC Zone. The parcel is not part of a subdivision, but is a parcel that was created by metes and bounds several years ago. The applicant has been to the Gateway Committee and has received all necessary recommendations. The Planning Commission approved this site plan at their meeting on June 17, 2008. The site plan information and samples of the color palate that was approved by the Gateway Committee were enclosed in the City Councilmember's packets. Thomas Whitchurch asked why the parking was not angled and Shane Sorensen said 90° parking was more efficient.

**MOTION:** Kimberly Bryant moved that the City Council approve the site plan subject to the following conditions:

1. A Cross easement be provided between the Alpine Medical Building site plan and the adjacent property for ingress and egress
2. The parking plan be approved as submitted
3. The developer coordinate the point of connection for the sewer lateral with the Alpine City Public Works Department
4. The 10-foot side yard setback be approved
5. A bond be provided for the required improvements
6. The water policy be met for the site plan

Thomas Whitchurch seconded. Ayes: Kimberly Bryant, Jim Tracy, Tracy Wallace and Thomas Whitchurch. Nays: 0. Motion passed.

**C. KODIAK BED and BREAKFAST/RECEPTION CENTER SITE PLAN.** Ted Stillman said the proposed Kodiak Bed and Breakfast/Reception Center is located at 235 S. Main on lots 1 and 2 of Dry Creek Southeast, Plat A and is in the BC zone. There is an existing building on lot 1 that is proposed to be demolished. The Gateway Committee has reviewed the site plan and made its recommendations. Included in the City Council member's packets were the site plan, elevations and minutes from past Gateway Committee and Planning Commission meetings as well as the rough draft of the Planning Commission motion from its meeting on June 17, 2008. April Riley said the Fire Chief did look at this and signed off on it; however, the building may have to have sprinklers installed. April Riley said that Questar puts together a supplemental agreement because of the gas line that runs through the property which would be similar to the one signed by Forrest Burnett of Kinetic Energy.

**MOTION:** Tracy Wallace moved that the City Council approve the Kodiak Bed and Breakfast/Reception Center site plan subject to the following:

1. The parking plan be approved as submitted
2. Parking be approved in the 30-foot front setback provided there is a landscaped berm
3. The proposed setbacks be approved
5. The landscape plan be approved as submitted
6. The developer construct the retaining wall in a manner that will not disturb Dry Creek or the adjacent property and the developer obtain a letter from the adjacent property owner allowing temporary encroachment during retaining wall construction
7. The developer work with Questar to meet their requirements in the area of the gas line easement and provide written documentation to the City that Questar has approved the site plan prior to applying for a building permit
8. The street lights along Main Street match Alpine City's standard fixture and the interior lights may be white and shall be shielded or cut off adjacent to residential





UTAH COUNTY  
Community Development

Bryce Armstrong, Associate Director

51 S. University Ave.  
Suite 117  
Provo, Utah 84601  
Phone 801-851-8352  
Fax 801-851-8340

## PROPERTY OWNER NOTICE OF A PUBLIC HEARING

**March 4, 2015**

Dear Property Owner:

The Utah County Planning Commission will hold a public hearing at its regular meeting on **March 17, 2015, at 5:30 p.m. in Room 1400 of the Utah County Administration Building, 100 East Center Street, Provo, Utah**, to consider an application by Paul Kroff to amend the Utah County General Plan land use designation from Agricultural/Watershed to Residential, and to amend the Utah County Zone Map from the Critical Environment (CE-1) Zone to the Transitional Residential (TR-5) Zone for property located in Section 18, T4S, R2E, approximately 120 acres, Alpine City area of Utah County. The proposed request includes the following information:

-Owner(s) of record of affected property:

- Parcel 11:045:0057 Steven Zolman
- Parcel 11:045:0136 Oberre Alpine LLC
- Parcel 11:045:0138 Steven Zolman
- Parcel 11:045:0181 Steven Zolman
- Parcel 11:045:0182 Steven Zolman
- Parcel 11:045:0182 Steven Zolman

-Current zoning designation of property:

- Critical Environment (CE-1)

-Proposed zoning designation of property:

- Transitional Residential (TR-5)

-Information on regulations, prohibitions, and permitted uses of proposed amendment:

- The requirements of the Transitional Residential (TR-5) Zone can be found in Section 5-4 of the Utah County Land Use Ordinance. The Land Use Ordinance can be found on the Internet at: [www.utahcounty.gov](http://www.utahcounty.gov) (choose: Department

*Directory, choose: Community Development, choose: Links, choose: Land Use Ordinance).*

-Protest:

-Any owner of real property may, no later than 10 days after the day of the first public hearing, file a written objection to the inclusion of the owner's property in the proposed zoning map amendment. Such written objection filed with the county will be provided to the Utah County Commission. Any protest should be filed at the following address:

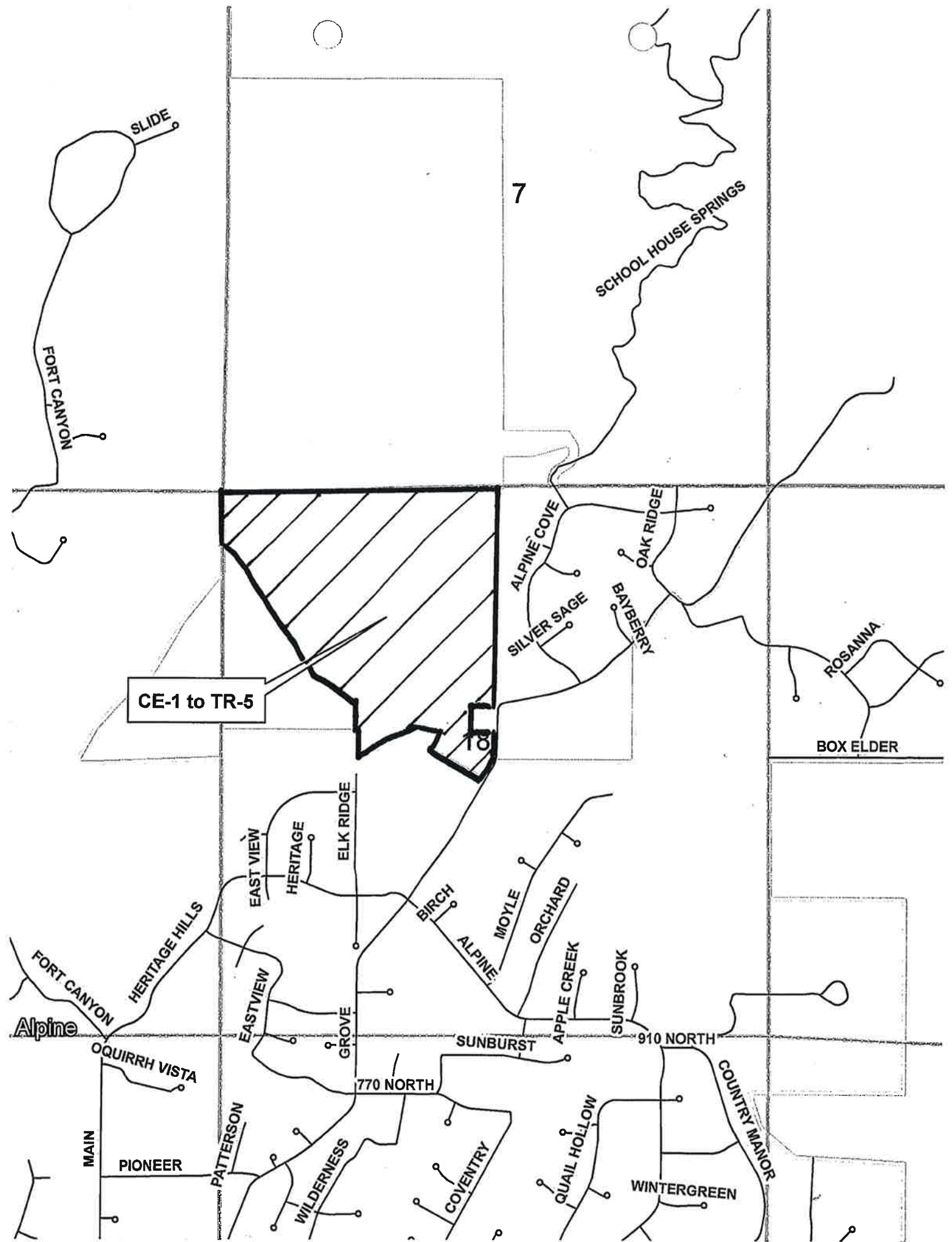
Utah County Community Development  
51 S. University Ave., Suite 117  
Provo, UT 84601

If you know of anyone who may be interested in this matter and has not received notice, please forward this information. If you have questions, please contact the Utah County Community Development office at (801) 851-8343, or attend the public hearing at the date and time indicated above.

Respectfully,

Josh Ivie, Secretary  
Utah County Planning Commission

See enclosed map for approximate location





Utah County Commission and Planning Department Members,

You have asked the City to provide to Utah County the City's position on the possible annexation and development of property generally located at 1547 Grove Drive, and that is referred to as the Zolman property.

The owners of this property filed an annexation petition with the City. The City accepted the petition to annex and our recorder has certified it as being in compliance. The protest period has been advertized and no protest has been filed. The final public hearing on the ordinance to annex this property has not been set as of yet. Alpine City does not normally set the final public hearing on an ordinance to annex property until a development plan and annexation agreement is approved for the property.

The next step in the City's process would be for the landowners and the City Planning Commission to meet and work out a development plan and agreement to recommend to the City Council as a condition of annexation. The City planning staff and Planning Commission stands ready to begin that process at the convenience of the landowners.

The City believes that the annexation of this property into the City is appropriate if the landowners desire to be in the City, and the City has sufficient infrastructure to support the level of development approved for the property. This property was the subject to a prior annexation petition attempt with the City a few years ago. In that annexation process the City was willing to annex the property and allow significant residential development on the property conditioned on the developer extending water and sewer mains to the property, improving an offsite portion of Grove Drive, and providing a second public access road into the property. That developer was not able to agree to those development conditions and the annexation petition was withdrawn.

The City anticipates that if the current landowner is willing to work with the City Planning Commission through the normal public planning process that a development plan and annexation agreement acceptable to both the landowner and the City can be agreed on for this property and recommended to the City Council for adoption and the annexation completed.


What development plan will be ultimately approved by the City cannot be known until the City has a chance to review the current public infrastructure to support the development; determining what new public infrastructure, both on and off site of the property, will be needed for the new development; the effect any new development will have on the environment and sensitive lands and how to mitigate those effects; and the effect any new development on this property will have on existing and future residents' level of public services from the City.


Alpine City requests that the County allow the City's process to run its course before it considers any zone change or development approval in the County. The City is sure that an annexation of this property with some significant development rights will be recommended by the Alpine Planning Commission to the City Council if the landowner is willing to participate in the City's planning process. The City's Planning Commission is ready to work with the landowner in an expeditious fashion and because this annexation is already in process with the City, the City thinks that this is the best way for the landowner to accomplish his goal to develop his property.

Thank you for your consideration of our request.

Mayor Don Watkins  


City Council  
Roger Bennett  


Lon Lott  
Will Jones  


Kimberly Bryant  
Troy Stout  


20 North Main Street  
Alpine, UT 84004  
(801) 756-6347