



## ALPINE CITY COUNCIL MEETING and PUBLIC HEARING

**NOTICE** is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a **Public Hearing and Meeting** on **TUESDAY, February 25, 2014 at 6:30 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

### I. CALL MEETING TO ORDER

- A. **Roll Call** Mayor Don Watkins
- B. **Prayer:** Will Jones
- 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 February 11, 2014.**
- B. **Payment to VanCon**

### IV. REPORTS AND PRESENTATIONS

### V. ACTION/DISCUSSION ITEMS

**7:00 PM PUBLIC HEARING: PETITION TO VACATE A PUBLIC ROAD KNOWN AS OLD FORT CANYON ROAD #1 AND #2.**

- A. **Ordinance No. 2014-03, Vacating Old Fort Canyon Road #1 and #2:** The City Council will determine whether or not to vacate Old Fort Canyon Road #1 and #2.
- B. **Soccer Agreement Approval:** The City Council will consider approving the agreement with North Utah County Soccer and Utah SURF Soccer for the use of City facilities.
- C. **ARL Agreement Approval:** The City Council will consider approving the Reasonable Accommodation and Settlement Agreement with Alpine Recovery Lodge.
- D. **Ordinance No. 2014-04 - Business/Commercial Zone Amendment:** The Council will consider approving an amendment to the Development Code to allow auto repair shops in the business commercial zone.
- E. **Ordinance No. 2014-05 - Off Street Parking in B/C Zone Amendment:** The Council will consider approving an amendment to the Development Code regarding off-street parking for auto repair shops.
- F. **Resolution No. R2014-02 Municipal Wastewater Planning Program Adoption**
- G. **Whitby Woodlands, Plat F, Phase 1 - Final Approval - Roger Whitby:** The Council will consider approving the one lot subdivision located on 200 North in the CR-2000 zone.

### VI. STAFF REPORTS

### VII. COUNCIL COMMUNICATION

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

**ADJOURN**

Don Watkins, Mayor  
February 21, 2014

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

CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was posted in three public places within Alpine City limits. These public places being the bulletin board located inside City Hall at 20 North Main and located in the lobby of the Bank of American Fork, Alpine Branch, 133 S. Main, Alpine, UT; and the bulletin board located at The Junction, 400 S. Main, Alpine, UT. The above agenda notice was sent by e-mail to The Daily Herald located in Provo, UT, a local newspaper circulated in Alpine, UT. This agenda is also available on our web site at [www.alpinecity.org](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)

Alpine City Council Meeting  
Alpine City Hall, 20 North Main, Alpine, UT  
February 11, 2014

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

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

Mayor Don Watkins

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

Staff: Rich Nelson, Charmayne Warnock, David Church, Shane Sorensen, Shawn Marra, Marla Fox, Annette Scott, Chief, Brian Gwilliam, Ron Devey, Jannicke Brewer,

Others: Jared Shuman, Cammy Phelps, Jim Phelps, Lon Lott, Loraine Lott, Chrystal Eaton, Ron Eaton, Tessa White, Steve Cosper, Jane Griener, Nathan Griener, Jason Gonzalez, Ethan Cottrell, Tatt Lewis, Xander Millord, Ben Taylor, Justin Aden, Jared Norton Daniel Burgraff, Matt Jackson, James W. Johnston, Josh Rueckert, Tina Page, Anne Seethaler, Brianna Larson, Kelli Rhodes, Camille Carter, Bret Peper, Kylie Karan, Sarah Matthews, John Scheiss

**B. Prayer:** Troy Stout

**C. Pledge of Allegiance:** Nate Griener

**II. PUBLIC COMMENT:** None

**III. REPORTS AND PRESENTATIONS:**

**A. Non-traditional Student Awareness Week:** Brianna Larson said she was representing Utah Valley University. As part of an initiative supported by Governor Herbert, she was requesting the City Council to recognize the week of February 24 through March 1st as Non-traditional Student Awareness Week, and recognize those who were achieving their post-secondary education. The Proclamation would encourage people to continue their education and honor those who were in the process.

Mayor Watkins said the City could put something in the Newline about it. Possibly there could be someone from UVU they could meet with to talk about educational opportunities.

**MOTION:** Will Jones moved to recognize February 24th through March 1st as Non-traditional Student Awareness Week. Kimberly Bryant seconded. Ayes: 4 Nays: 0. Will Jones, Troy Stout, Kimberly Bryant and Roger Bennett voted aye. Motion passed.

**B. Distinguished Young Women - Kelli Rhodes:** Ms. Rhodes asked the City Council to reconsider a previous decision to discontinue funding for the Alpine Distinguished Young Women program. She said that because of that they'd had to move their program to Draper. The cost of using the Timberline Middle School had increased and there were few businesses in Alpine to donate to the program. She reviewed the benefits of the program, saying it was a life-changing experience for the girls where they gave back to the community. She said it was not a beauty pageant. Twenty percent of the score was based on academics. Ms. Rhodes had four of the girls who had participated in the program introduce themselves and make a short statement about what they had gained from the experience. They were Camille Carter, Bret Peper, Kylie Karen, and Sarah Matthews.

Mayor Watkins said the program would definitely be part of their budget discussion in the upcoming months.

**IV. CONSENT CALENDAR**

**A. Approve the minutes of January 28, 2014**

**B. Interlocal Cooperation Agreement for NPDES Phase II Storm Water Public Education and Outreach Best Management Practice Compliance.**

**C. Resolution No. R2014-01 - Appointing Chief Brian Gwilliam to the North Utah Valley Animal Services Special Service District.**

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2  
3  
4 **MOTION:** Will Jones moved to approve the Consent Calendar. Roger Bennett seconded. Ayes: 4 Nays: 0. Will  
5 Jones, Roger Bennett, Troy Stout and Kimberly Bryant voted aye. Motion passed.  
6

7 **V. ACTION AND DISCUSSION ITEMS**  
8

9 **A. Interview City Council Applicants:** On January 28, 2014 Mel Clement resigned from his City  
10 Council seat leaving a vacancy. A notice of the vacancy was advertised in the local newspaper, in the Alpine City  
11 Newslite, on the Alpine City webpage and at three locations in Alpine so interested applicants could apply for the  
12 seat. Six qualified candidates submitted their applications for consideration. They were Ron Eaton, Steve Cosper,  
13 James Johnston, Tessa White, Jared Shuman, Lon Lott. The candidates submitted a cover letter and resume which  
14 were included in the packet for the City Council and Mayor to review prior to the meeting.  
15

16 Mayor W. Don said he was thrilled with the quality of the candidates that had stepped up. It was great but it also  
17 made the decision more difficult. He said he knew each of the candidates well and didn't want to have to break a tie  
18 vote. He reminded the candidates that it was not a popularity contest. They would be voting on who was best suited.  
19

20 He said each candidate would have up to three minutes to introduce themselves. Then each of the Council Members  
21 would have an opportunity to ask each candidate a question. They would have two minutes to answer. The order of  
22 presentation was determined by pulling a name out of an envelope. Steve Cosper was first.  
23

24 **Candidate Introductions**  
25

26 Steve Cosper said he had lived in Alpine for 28 years and raised six children here. He had served on the Planning  
27 Commission for almost seven years with Jannicke Brewer as chairman, and she was amazing. He said he was a  
28 licensed structural engineer who owned his own firm. He felt his strengths were the ability to give an unbiased,  
29 thorough and ongoing review. He had a healthy regard for citizen input. He had the ability to make decisions. He  
30 had strong commitment to preserving the heritage and history of Alpine. The City was looking at some challenges  
31 in the future but he felt he could be fair to both sides. He felt strongly about preserving open space and the  
32 mountains and he had safety concerns about them. He was concerned about Main Street and felt they needed to  
33 decide how they wanted the City to look in the future. He appreciated and enjoyed the opportunity to serve, and  
34 appreciated the other candidates.  
35

36 Jared Shuman said he had lived in Alpine for 12 years and it was the only home his children had known. He was  
37 originally from Cedar Fort and had come to Alpine to hike the falls area. He was impressed with the town and chose  
38 to live here. He said he loved that his children could walk to school and felt that said a lot about the community. He  
39 knew Alpine needed to prosper but felt they had to be careful about balancing growth. In Eagle Mountain, he'd seen  
40 how growth that was too rapid could be the downfall of a community. There were zoning and water issues. He'd  
41 been watching the discussion on auto shops. It was important that businesses be allowed but they should be watched  
42 over. As a business owner himself, he said he could see both sides of the coin.  
43

44 Ron Eaton said he had moved to Alpine in 2003. He had seven children, six of whom were living, and ten  
45 grandchildren. When he moved here, he immediately loved Alpine and wanted to get involved. He had served on the  
46 Planning Commission during 2010 and 2011 but had to resign due to a church calling. He had served on the citizen  
47 committee for Creekside Park. Since 2009, he had attended most of the City Council and Planning Commission  
48 meetings, and he was pretty up-to-date on the issues. He said he had seen both sides of the issues. The most  
49 important thing was that everyone be treated fairly. He was adamant about the important of citizen input.  
50

51 Tessa White said she had been involved with human resources for 25 years and had a lot of experience that would  
52 serve her on the Council. She had been trained to see both sides of an issue and render a decision. Some decisions  
53 were large and some were small. She said she also understood precedence and knew that downstream, a decision  
54 couldn't be made in isolation. She knew how to read budgets and build budgets. She'd had a glimpse of the work that  
55 would be involved on City Council with the work she had already done on Patterson and the Box Elder subdivisions.  
56 She said that with anything she tackled, she gave it her all, and with gusto. She had worked over Thanksgiving and

1 Christmas on the Patterson project. She said she loved the community of Alpine and had lived here as a kid and as a  
2 single mom. She knew about scraping money together and making it work. She knew about retiring in Alpine. She  
3 said she was conservative. Decisions about density deserved intense scrutiny. She wanted to protect the hillsides.  
4 Above all, she said she was fair. She said she wanted to serve on the Council. It was a time in her live when she  
5 could do it and felt she would do it very well.  
6

7 James Johnston said he moved to Alpine and raised seven children, one of whom was in the cemetery. He grew up  
8 in a small town in Colorado and had served on the board of adjustment in Aspen. He said he had opinions and was  
9 often wrong, but never in doubt. He said government was a complex thing. He compared it to a train, a car, a boat.  
10 In a boat you could go everywhere and government was not quite like that. It wasn't like a train with a track that  
11 went only with the before and after. He thought it was more like an autoban. There were places to get on and get off.  
12 As far as his politics, he quoted Mark Twain who said that if you weren't a liberal at 18, you had no heart. If you  
13 weren't a conservative at 40, you had no brain. At 60, you were moderate, and he was closer to 60.  
14

15 Lon Lott said he had lived in Alpine for 28 years and raised six children. He was a licensed landscaping and  
16 sprinkling contractor and owned his own business. He was raised in Idaho and one thing he learned how to do really  
17 well was work. His grandfather's motto was to bite of more than you could chew, and chew. He said he believed the  
18 best exercise for the heart was service. He admired the dedication of the Council and their willingness to serve.  
19 During the years he lived in Alpine, he learned there were many difficult challenges they faced as citizens. He knew  
20 the citizens on the southwest side of Alpine very well. Through his work, he gotten to know many others throughout  
21 the community. He said he felt he could provide a perspective that many people wanted to be heard. He had served  
22 on different types of councils over the years and understood the importance of having diverse members with a  
23 different way of seeing things. He said he could bring a clear way of thinking and seeing to the Council.  
24

#### 25 **Questions from the Council Members**

26  
27 Councilman Troy Stout asked each candidate to respond to a question about density and rezoning to accommodate a  
28 higher density.  
29

30 Jared Shuman said he'd seen growth and felt it was extremely important to watch it from both sides. He didn't  
31 personally care for growth because he came from a small town, but there was room for growth and density change.  
32 He said he couldn't say he would be for or against it until he knew more.  
33

34 Ron Eaton said he understood the majority of Alpine had a problem with density. It was something that should be  
35 seriously debated. He liked the small town but there were services that needed to be rendered.  
36

37 Tessa White said any decision to change density had to be careful and deliberate. She didn't want more density but  
38 would hear the argument from both sides. There should be public hearings so they knew what citizens wanted.  
39

40 James Johnston said his first job was in a architectural office. He was the chairman of the Planning Commission in  
41 Alpine years ago. He had participated in the Master Plan. He'd worked in companies in larger cities tracking housing  
42 and permits to make sure resources were allocated. They had to balance what they had with how many people they  
43 wanted. He said he advocated density in proper places, especially those with an aging population. Increased density  
44 was not a bad idea. There were certain situations where a sense of community could be developed where people  
45 walked around.  
46

47 Lon Lott said that when he moved to Alpine 28 years ago he could sit on his back porch and see a car come by on  
48 Alpine Highway about every ten minutes. Now it took about eight minutes just to pull out onto the highway. He said  
49 he'd seen the impact of growth. He didn't want people to feel like they weren't welcome. He'd been told he was an  
50 "okay" comer because he moved into a house that was already built. They needed to consider if someone wanted to  
51 retire in Alpine but didn't want to take care of their yard. He didn't want to compound a problem with a mass influx  
52 of people. They already had a lot of people and need to figure out how to get them in and out of town.  
53

54 Steve Cospers said that any rezoning could be gut wrenching. The question played back to the Master Plan which  
55 was in process right now. They needed to decide what they wanted Alpine to be in the future. He understood

1 developer rights but was not in favor of higher density. The Master Plan would give them an idea of what they  
2 wanted to see in 20 years.

3  
4 Councilman Will Jones asked what they saw as Alpine's single best asset and what they would want to improve in  
5 Alpine.

6  
7 Ron Eaton said that living in Alpine was a privilege. The maximum size of the town would be 14,000. He said the  
8 asset was serving the community and that was what he wanted to do. Fairness was the best thing you could do on the  
9 Council. The way to compliment the city was to listen to both sides.

10  
11 Tessa White said the mountains and trails were a close second, but she felt the greatest asset was the people. She  
12 said there was room to get more people involved and improve communication. She said she'd like to see the Council  
13 room filled up with people and hear their input. She said she'd like to see the newsletter more than it was today and  
14 have more people involved. She said her involvement with Patterson showed that people wanted to be involved.  
15 That could be harnessed.

16  
17 James Johnston agreed that the people in Alpine were the unique aspect of Alpine. He wasn't sure what they could  
18 do to galvanize the talent. He felt there was a huge untapped human potential to do good beyond what they were  
19 presently doing. You couldn't find a town that had more management vision and intelligence. He said to consider if  
20 they were farmers or pirates. Pirates made a big hit and went off to play golf. Farmers might make a fortune but they  
21 still got up every day and went to work. The human asset had unbelievable potential.

22  
23 Lon Lott said he too believed the best asset was the people. He seldom went outside of Alpine for his work so he  
24 knew many of the people in Alpine. When he heard of someone who disliked someone else, he couldn't figure that  
25 out because he liked them. The thing he would work on was preservation. He said he was a water man and he knew  
26 water; there would be challenges facing them relative to water.

27  
28 Steve Cospser said that in a business, the employees were the best asset. In Alpine, the people were the best asset. He  
29 appreciated being able to raise his children here. He would like to see future families have that same experience. He  
30 said he enjoyed the aesthetics, heritage and history in Alpine. They needed to find a way to pull together.

31  
32 Jared Shuman said he agreed people were the most important asset. Regarding what he would improve he said water  
33 and conserving resources was a big issue. They couldn't have a future without management of water. He'd grown up  
34 in a small desert town and without water, there were big problems. He watched people in Alpine use water on days  
35 they weren't supposed to, and the church water every night. He would like the community to better understand the  
36 challenges.

37  
38 Councilman Roger Bennett asked if they had the time and willingness to read the information and be prepared to  
39 talk about the issues. He also asked what could be done to get lower income individuals back into Alpine.

40  
41 Tessa White said yes, she would take the time to be informed. They could gauge that by her past which included  
42 writing for the newspaper and working on Box Elder. She said she was a homework person and she dug deep. She  
43 didn't take things at face value, and she followed up. Regarding lower income citizens, she said the accessory  
44 apartments seemed to be working. There were opportunities for smaller houses but they were limited on how much  
45 they could expand.

46  
47 James Johnston said he could consume data at a rapid rate. Regarding lower income housing, he said it was a  
48 complex issue. Accessory apartments were a practical way to do it. They needed a concrete plan to meet the fair  
49 housing guidelines. He said the community had moved from agrarian to people who worked at Geneva and people  
50 who did both. In the 60s Alpine wasn't considered a great place to live. He said they needed to be aware of the  
51 texture brought by diversity.

52  
53 Lon Lott said that before he even submitted his name, he researched what was necessary to do the job because he  
54 jumped into anything he did full-heartedly. He would read the material and take the time and make sure he had a  
55 clear perspective before the discussion began. Regarding lower income, he said he considered himself lower income.  
56 He moved to Alpine 28 years ago when it was all he could do to buy a little home. He said it was important to

1 understand true economics and not overinflate or under-inflate. True economics needed to take its course. They  
2 shouldn't destroy how society worked but that didn't mean there weren't ways to resolve issues. Accessory  
3 apartments were one of the ways.  
4

5 Steve Cospers said he was committed to reading the material and being at the meetings. He said they could not force  
6 low income housing in a community. The developers would develop what they could to make a profit. The Master  
7 Plan looked at those kinds of issues. He said he didn't know if there was a place in Alpine for townhomes right now.  
8 People living in basements was temporary and probably not what Mr. Bennett was asking. There needed to be  
9 something long-term, possibly townhome type residences.  
10

11 Jared Shuman said he had the support of his wife and kids and he would take the time to do the homework. He said  
12 he was low income when he moved to Alpine and he was still low income. He lived in and managed a sixplex in  
13 Alpine. He'd seen many who lived in the apartment and complete their schooling, then buy a home in Alpine. He  
14 said he was open to looking at more allowance for mother-in-law apartments and duplexes.  
15

16 Ron Eaton said that when he served on the Planning Commission he was always prepared and knew what was  
17 coming. If he needed clarification on an item, he called Shane Sorensen or Jannicke Brewer. It was important to be  
18 prepared. Regarding low income, he said he'd had talked to a lot of neighbors about that. Their feedback was that  
19 they worked hard to get where they were at. Townhomes and accessory apartments were a way to skirt around the  
20 federal regulations. It was something that had to be thoroughly thought out. He said he had six children but only one  
21 could afford to live in Alpine and he lived elsewhere. A lot of senior citizens worked hard to get to Alpine. It was  
22 something to look at carefully and fairly.  
23

24 Kimberly Bryant said that Alpine didn't have a large commercial tax base. She asked if they were willing to raise  
25 taxes and why.  
26

27 James Johnston said it was not prepared to intelligently answer the question. He had not studied the budget and did  
28 not know the numbers. He knew Alpine City's mil rate was low compared to similar communities. He said that  
29 without looking at the entire spectrum, he didn't know if raising taxes was the best way to get them where they  
30 wanted to be. Would it yield the kind of capital they needed or was there another way to generate a recurring  
31 revenue?  
32

33 Lon Lott said that in every campaign he'd heard, that question was asked. A distinct answer was often given and he  
34 wondered how they could say that when there were circumstances they didn't know. He said he was not willing to  
35 raise taxes for something that was just irritating. If it came down to raising taxes, there needed to be a clean, open  
36 discussion.  
37

38 Steve Cospers said that as a member of the City Council, they were stewards of people's resources. He said the police  
39 and fire had to protect the citizens. They had to have infrastructure. He said he wouldn't campaign to flat-out say he  
40 wouldn't raise taxes, but as stewards, they had to take it seriously. It was probably a last resort.  
41

42 Jared Shuman said death and taxes were the only certain things in life. He said that in his time he was sure he would  
43 see taxes rise. If there was growth, they had to take care of roads and water and safety. The money had to come from  
44 somewhere. Sooner or later, taxes would have to rise to take care of a growing community.  
45

46 Ron Eaton said a friend had told him that if he raised taxes, some people would wish he was dead. It was a complex  
47 issue that had to be thoroughly discussed. He said it was brilliant how the City paid for the new park which  
48 benefited all the citizen. He said he would raise taxes if it was fairly debated and benefited the citizens.  
49

50 Tessa White said it would be shortsighted to give a list of things on which she would raise taxes. She wouldn't raise  
51 taxes just because it was the easiest path to solve a problem. It was easier to raise taxes if the City had a clear vision  
52 of priorities. It was important to have a master plan. She said it was important to look at the budget well ahead of  
53 time and question their assumptions. Why this, and why can't it be different. Then figure out how it all fits together.  
54

55 Mayor Watkins thank the Council and the candidates and offered to give each Council Member a few minutes to say  
56 whatever they wanted to say.

1  
2 Roger Bennett thanked each of the candidates and said they were wonderful. He would be comfortable serving with  
3 any one of them.

4  
5 Troy Stout said he concurred with Roger and said having such a great group of people made it more difficult to  
6 select one person.

7  
8 Will Jones said he was serious about Kimberly Bryant's comment when she asked if someone was willing to be in  
9 charge of Alpine Days. He also echoed what Roger Bennett had said.

10  
11 Kimberly Bryant said she would like to see each of the applicants run in an actual campaign. She said her vote  
12 would be for who she felt the seat needed. They were all smart and had experience. She said she was looking for  
13 someone who she thought would be best for the Council right now.

14  
15 **MOTION:** Roger Bennett moved to appoint Lon Lott to the seat vacated by Mel Clement. Will Jones seconded.  
16 Ayes: 2 Nays: 0. Roger Bennett and Will Jones voted aye. Troy Stout and Kimberly Bryant voted nay. Mayor  
17 Watkins voted aye to break the tie. Motion passed.

18  
19 David Church said the state statute said that the vacancy was filled by the first majority vote. The first candidate to  
20 get three votes was selected. If no candidate got a majority vote, the seat remained open for 30 days. They would  
21 then narrow it to two candidates and if neither of them got three votes, the mayor could vote. If that didn't result in a  
22 majority vote for one, the seat was filled by casting lots.

23  
24 Lon Lott was sworn in as a City Council member by Charmayne Warnock, and he took his seat with the Council.

25  
26 **B. Ordinance No. 2014-02 - Keystone Annexation and Agreement:** Shane Sorensen said the proposed  
27 annexation consisted of 4.8 acres and was located west of 1380 N. Grove Drive. It was currently landlocked but that  
28 would be resolved in the Annexation Agreement. The developer was building the road. There was already an  
29 easement for the road.

30  
31 David Church said the Council had accepted the Annexation Petition which started the review process. The County  
32 looked at it and the Recorder certified that it met the requirements. The petition was noticed in the newspaper for 30  
33 days allowing affected entities to protest. There were no protests and a public hearing was held. An annexation  
34 agreement was drafted to accompany the annexation. The owner would bring in water shares and build a road to the  
35 property. After the Council approved the annexation, it would be filed with the Lt. Governor's office and recorded  
36 with the County. It was being annexed into the CR-40,000 zone.

37  
38 Because the annexation had been in process for some time, Mayor Watkins told Lon Lott that he could abstain if he  
39 didn't feel sufficiently informed on a subject.

40  
41 **MOTION:** Troy Stout moved to approve Ordinance No. 2014-02 approving the Keystone Annexation and approve  
42 the Annexation Agreement. Kimberly Bryant seconded. Ayes: 4 Nays: 0. Lon Lott abstained. Motion passed.

43  
44 **C. Water Presentation:** Shane Sorensen said the state had experienced a couple of years of drought and  
45 this year was shaping up to be another low-water year. They would have some type of water restrictions in the  
46 summer. He said the City used the cheapest water first which was surface water from Dry Creek, Fort Creek and  
47 some springs via gravity flow. When that diminished, they pumped from the five wells. He showed a graph of water  
48 use over the past four years. Usage had been creeping up but due to last year's conservation effort, they actually  
49 used less in 2013. What they saved was the equivalent of indoor water use for the entire year.

50  
51 Shane Sorensen said they needed to discuss the options of where they could go with the pressurized irrigation  
52 system since water infrastructure was extremely expensive. They had contracted with Horrocks Engineers to update  
53 the water plan. He turned the time over to John Scheiss from Horrocks.

1 John Scheiss said they needed to make some decisions about the pressurized irrigation system. It had been designed  
2 to provide 7.2 gpm per acre but in 2013 Alpine was using 8.8 gpm per acre which imposed a serious burden on the  
3 system. He said that if they conserved 25%, they could bring it down to 6.6 gpm per acre. He outlined two options.  
4

5 The first option was to conserve 25% of the water usage through public education, water scheduling, metering and  
6 billing for usage. He provided a chart showing what build-out improvements would be needed if Alpine conserved  
7 water by 25%. The estimated cost was \$1,166,424.00. To install meters on the secondary (PI) water would cost  
8 another \$2,189,796.00.  
9

10 The second option was to continue at full water usage and provide facilities to accommodate it which would require  
11 the following:  
12

- 13 • new water sources
  - 14 • booster pump facilities
  - 15 • new storage facilities
  - 16 • increase the water main sizes
  - 17 • water rights
- 18

19 The estimated cost of that would be \$10,804,934.25.  
20

21 The Council discussed a number of related issues including the reliability and cost of CUP water. Shane Sorensen  
22 said it was a fairly safe source. He also said he was told that Alpine would not be receiving another extension on  
23 their CUP water. They discussed the challenges of drilling wells. Shane Sorensen said Alpine had some good water  
24 rights but there was so much loss if they didn't have the pipeline infrastructure. They had water from wells in the  
25 lower elevation but the problem was getting it into the higher areas.  
26

27 The Council also discussed getting the residents to conserve. Ron Devey said he thought the best solution was to  
28 conserve water but as hard as they tried, it was difficult to get the residents to comply. Will Jones pointed out that  
29 most of the savings in PI usage in 2013 came from agricultural users who had cut back as much as 50%.  
30

31 Brad Freeman suggested a part-time code enforcement officer to watch water usage. Kimberly Bryant suggested  
32 taking the importance of conservation into the elementary schools. Once the kids grasped the importance of it, they  
33 became serious about it and influenced their parents.  
34

35 Mayor Watkins said he liked the idea of taking it to the schools. He asked interested members of the City Council to  
36 work on a steering committee to come up with alternatives and an education program.  
37

## 38 **VI. STAFF REPORTS**

39

40 Rich Nelson said he would like to move the starting time for City Council meetings from 7 pm to 6 pm. It would  
41 open up the evening for better discussions. He also informed the Council that he would be setting up times for the  
42 Council Members to meet with the attorney one or two at a time.  
43

44 Shane Sorensen said they were wrapping up the EWP (emergency watershed project) and flood mitigation work.  
45 There were some operational things that needed to be done soon but it wasn't an agenda item for action. The Council  
46 indicated he should go forward with them and put them on the Consent Calendar.  
47

## 48 **VII. COUNCIL COMMUNICATION:** Postponed

49

## 50 **VIII. EXECUTIVE SESSION**

51

52 **MOTION:** Kimberly Bryant moved to go to executive session for the purpose of discussing litigation. Roger  
53 Bennett seconded. Ayes: 5 Nays: 0. Troy Stout, Will Jones, Roger Bennett, Kimberly Bryant and Lon Lott voted  
54 aye. Motion passed.  
55

56 The open meeting was closed at 9:55 pm.



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The Council returned to open meeting at 10:35 pm.

Will Jones said the City should send a thank-you note to the Terry family. They had closed the auto repair shop and cleaned up the yard. All the cars were gone.

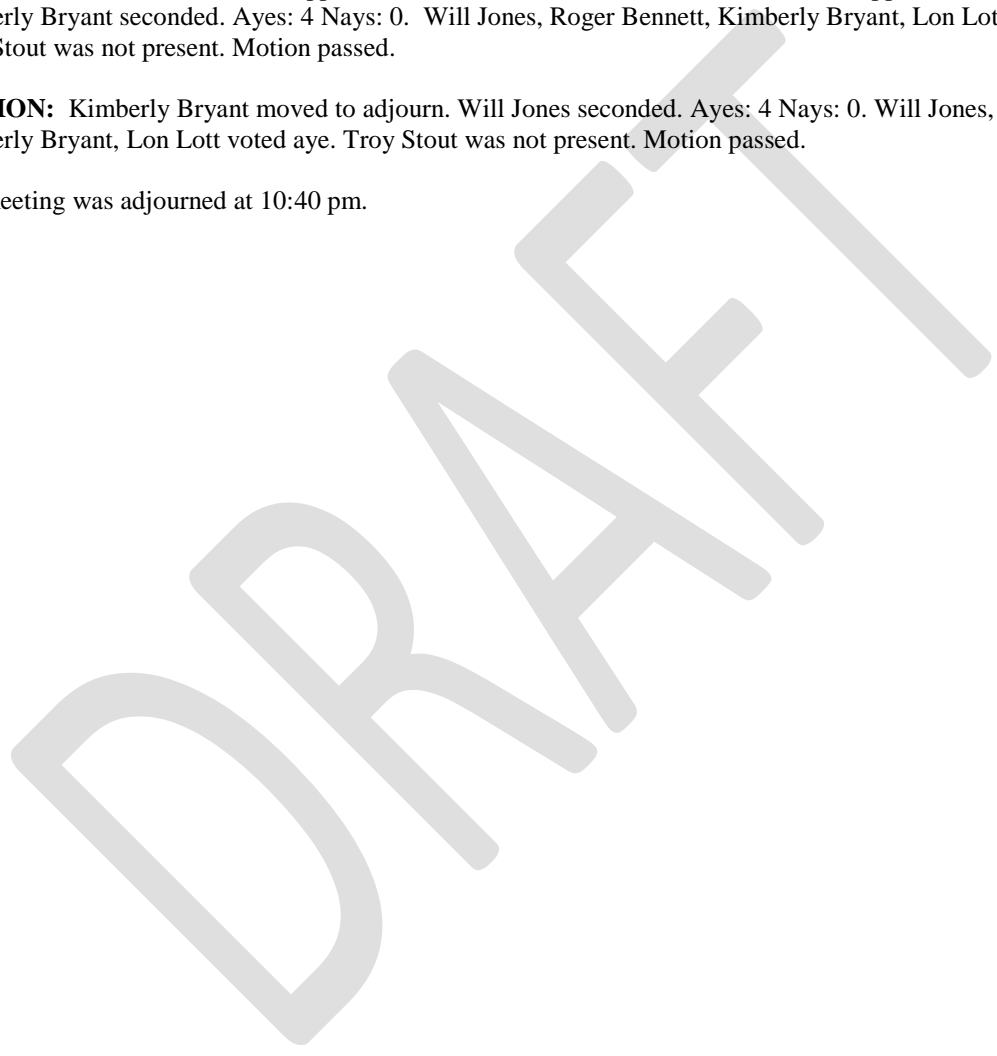
**IX. ACTION ITEMS**

**E. Approval of Co-appellant Status**

**MOTION:** Will Jones moved to approve the venture with Quail Fire and Flood as co-appellants on litigation. Kimberly Bryant seconded. Ayes: 4 Nays: 0. Will Jones, Roger Bennett, Kimberly Bryant, Lon Lott voted aye. Troy Stout was not present. Motion passed.

**MOTION:** Kimberly Bryant moved to adjourn. Will Jones seconded. Ayes: 4 Nays: 0. Will Jones, Roger Bennett, Kimberly Bryant, Lon Lott voted aye. Troy Stout was not present. Motion passed.

The meeting was adjourned at 10:40 pm.



## ALPINE CITY COUNCIL AGENDA

**SUBJECT:** Petition to Vacate Public Roadway

**FOR CONSIDERATION ON:** February 25, 2014

**PETITIONER:** Michael Ford, Strong & Hanni Law Firm

**ACTION REQUESTED BY PETITIONER:** That Alpine City vacates a City public roadway that runs through property in the Fort Canyon area as described in the attached maps.

**INFORMATION:** I will try to make what is a fairly complex issue into something I hope is understandable. A number of years ago the City contributed funds to the Utah Wilderness Access Foundation (UWAF). The purpose of the Foundation is to get historical trails that go through private developments re-opened for public use. The UWAF sued to open up a trail from the top area of existing Fort Canyon road to the wilderness area, claiming that it had been a historical road/trail that was never vacated by the County or the City and therefore should be opened up. The affected landowners contacted their homeowners' insurance company to deal with this. The insurance company hired the law firm of Strong and Hanni to represent them on this. The law firm filed a Petition to Vacate Public Roadway with Alpine City. To vacate a road essentially means that the City votes to give up all interest it has in the road. If the City has no interest in the road then the road/trail cannot be opened. The law firm would like the City to say that it has no interest in the historic road/trail that used to run in the area outlined on the attached map. UWAF would like the City not to vacate the road/trail and allow the road/trail to be used by the public to get from Fort Canyon to the wilderness area.

The Council can vote to vacate the roadway or not to vacate the roadway.

**RECOMMENDED ACTION:** *That the Council decide how they want to handle this Petition.*

**ALPINE CITY, UTAH**  
**ORDINANCE NO. 2014-03**

**AN ORDINANCE OFFICIALLY VACATING A PORTION OF A PUBLIC ROAD RIGHT-OF-WAY LOCATED IN SECTIONS 12 & 13, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SLB&M KNOWN AS OLD FORT CANYON ROAD #1 AND #2 (NORTHERN PORTION).**

WHEREAS, Property owners along the right of way have petitioned Alpine City to vacate the northern portion of the Fort Canyon Road right-of-way, which traverses the parcels owned by the petitioners and which right of way is described in Exhibit A (labeled Old Road #1 and Old Road #2); and

WHEREAS, Utah Code. Section 10-9a-609.5 provides mechanisms to vacate city roadways; and

WHEREAS, a public hearing has been held with the Alpine City Council on February 25<sup>th</sup> 2014, with notice provided as required in Utah Code, Section 10-9a-609.5 and 10-9a-208 by advertising the proposed vacation; and

WHEREAS, there is good cause to vacate this portion of a public road based on the findings of the City Council that:

1. This northern portion of Fort Canyon Road begins at approximately 1831 Fort Canyon Road and traverses north and then east approximately 1.22 miles to a destination located at approximately the location where the old Fort Canyon Road runs into Fort Creek.

2. This portion of the old Fort Canyon Road has been alleged in a lawsuit now pending in the Fourth District Court to be a dedicated public right of way by use which designation is contested by the petitioners.

3. This portion of the old Fort Canyon Road has been closed by gate since approximately 1984.

4. The entire length of the portion subject to the petition to vacate lies on lands owned by the Petitioners. Outside of Petitioners, no other landowner accesses property through the old portion of Fort Canyon Road.

5. Alpine City government does not utilize the road right of way for any public purpose.

6. All required notices pursuant to UCA §10-9a-208 have been satisfied.

7. Good cause exists for the vacation of this road right of way and that neither the public interest nor any person will be materially injured by the proposed vacation of the right of way.

WHEREAS, the vacation will not be detrimental to the general interests of the community nor materially affect the access enjoyed by the general public or other property owners in the area;

NOW THEREFORE, the City Council of Alpine City ordains as follows:

Section 1. The Council hereby officially vacates the public road and right of way of the northern portion of the old Fort Canyon road as more specifically described in Exhibit A hereto.

Section 2. This Ordinance shall take effect on posting.

PASSED AND ADOPTED on this \_\_\_\_\_ Day of February 2014

Alpine City

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Recorder











SANDY OFFICE  
9350 SOUTH 150 EAST  
SUITE 820  
SANDY, UTAH 84070

T: (801) 532-7080  
F: (801) 596-1508

[WWW.STRONGANDHANNI.COM](http://WWW.STRONGANDHANNI.COM)

A PROFESSIONAL CORPORATION  
ESTABLISHED 1888



MICHAEL L. FORD  
Direct Line: (801) 323-2077  
MFORD@STRONGANDHANNI.COM

ALSO A MEMBER OF THE IDAHO BAR

January 13, 2014

***Via Email and U.S. Mail:***  
[cwarnock@alpinecity.org](mailto:cwarnock@alpinecity.org)


Charmayne Warnock  
City Recorder  
Alpine City Hall  
20 North Main  
Alpine, Utah 84004

Dear Ms. Warnock:

Enclosed for your review please find a Petition to Vacate Public Roadway, to the Alpine City Council. Please add this petition to the agenda of the next available City Council meeting. Thank you for your attention to this matter. If you have any questions or concerns regarding the petition, please give me a call.

Very truly yours,

STRONG & HANNI

By   
\_\_\_\_\_  
Michael L. Ford

MLF/  
Enclosure

**PETITION TO VACATE PUBLIC ROADWAY**

Pursuant to Utah Code Ann. § 10-9a-609.5

TO THE HONORABLE CITY COUNCIL OF THE CITY OF ALPINE, UTAH:

The undersigned property owners hereby petition you to vacate the following street, alley, or other public way, commonly known as: the Old Fort Canyon Road, Road #1 and Road #2, as depicted and described by Kevin Bishop on the Utah Wilderness Access Foundation survey dated 2/28/12, and attached hereto as "Exhibit 1," with the following legal description:

*ROAD #1*

*BEGINNING AT POINT ON THE NORTH LINE OF FORT CANYON ROAD, WHICH POINT IS LOCATED 500°01'01"W 801.44 FEET ALONG THE NORTH SOUTH CENTERLINE OF THE SECTION AND EAST 114.82 FEET FROM THE SOUTH QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SLB&M; THENCE ALONG THE CENTER OF AN OLD DIRT ROAD; N06 °25'09"W 180.53 FEET, THENCE 00 °12'38"W 164.24 FEET, THENCE N00 °53'58"W 173.40 FEET, THENCE N09 °20'14"W 262.04 FEET, THENCE N21 ° 58'26"E 157.17 FEET, THENCE N50 °03'35"E 59.69 FEET, THENCE N16 °38'55"E 244.24 FEET, THENCE N29 °20'33"E 103.54 FEET, THENCE 343.09 FEET ALONG THE ARC OF A 243.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N02 °48'45"W 315.40 FEET), THENCE N01 °45'22"E 54.73 FEET, THENCE 460.68 FEET ALONG THE ARC OF A 602.16 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N04°01'23"W 449.53 FEET), THENCE N07 °46'27"W 69.08 FEET, THENCE N07 °55'41"E 92.31 FEET, THENCE N17 °01'46"E 62.50 FEET, THENCE N07 °28'35"E 282.62 FEET, THENCE 74.55 FEET ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N12 °48'57"E 74'45" FEET), THENCE N18 °09'19" E 290.33 FEET, THENCE N15 °26'10"E 206.96 FEET, THENCE 38.32 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N26 °24'47"E 38.08 FEET), THENCE N37 °23'25"E 42.47 FEET, THENCE 47.35 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N30 °36'31"E 47.24 FEET), THENCE N23 °49'36"E 144.12 FEET, THENCE N29 °33'14"E 46.22 FEET, THENCE N19 °13'36"E 154.44 FEET, THENCE 111.31 FEET ALONG THE ARC OF A 117.98 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N42 °25'54"E 107.23 FEET), THENCE 75.31 FEET ALONG THE ARC OF A 218.81 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N05 °29'55"W 74.94 FEET), THENCE N06 °53'06"E 92.10 FEET, THENCE N13 °26'52"E 136.53 FEET, THENCE N37 °17'28"E 27.62 FEET, THENCE 156.34 FEET ALONG THE ARC OF A 126.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N04 °40'50"E 146.50 FEET), THENCE N67 °07'37"W 91.25 FEET, THENCE 139.87 FEET ALONG THE ARC OF A 183.50 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N36 °03'09"W 136.51 FEET), THENCE N48 °45'39"W 57.29 FEET TO THE NORTHWEST LINE OF LOT 12 BLOCK B, ILANGENI ESTATES.*

*ROAD #2:*

*BEGINNING AT A POINT IN THE CENTER OF A LONG EXISTING DIRT ROAD, WHICH POINT IS N00 ° 09'30"E 3942 FEET ALONG THE NORTH-SOUTH CENTERLINE OF THE SECTION AND EAST 809.60 FEET FROM THE SOUTH QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SLB&M; THENCE ALONG THE CENTER OF AN OLD DIRT ROAD; N65 °43'59"E 123.98 FEET, THENCE N88 °36'14"E 78.60 FEET, THENCE N62 °44'56"E 108.99 FEET, THENCE N66 °09'55"E 131.27 FEET, THENCE N49 °19'19"E 49.70 FEET, THENCE S82 °34'23"E 17.49 FEET, THENCE S45 °17'21"E 112.44 FEET, THENCE S43 °24'43"E 57.04 FEET, THENCE S69 °36'06"E 34.59 FEET, THENCE N77 °52'13"E 71.71 FEET, THENCE N67 °11'09"E 95.13 FEET, THENCE S77*



THENCE N85 °43'10"E 121.17 FEET, THENCE S84 °14'49"E 194.93 FEET, THENCE N71 °13'10"E 57.29 FEET, THENCE N82 °35'54"E 88.30 FEET TO THE EAST LINE OF LOT 6, BLOCK B, ILANGENI ESTATES.

AS DESCRIBED BY KEVIN BISHOP ON THE OAK HILLS SURVEYING SURVEY FOR THE UTAH WILDERNESS ACCESS FOUNDATION DATED 2/28/12

Each of the undersigned property owners owns and has exclusive access to the land adjacent to the Old Fort Canyon Road, Road #1 and Road #2 and consents to the vacation of the road.

MARY BILLETER YOUNG  
1831 N. Fort Canyon Road, Alpine, Utah

*Mary Billeter Young*

STATE OF UTAH )

COUNTY OF Utah )  
:ss.

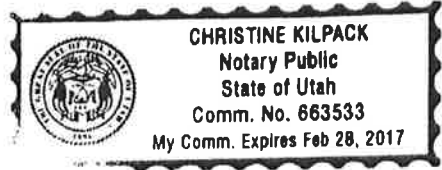
On this 22 day of October, 2013, before me, a notary public, personally appeared (or proved to me on the basis of satisfactory evidence), Mary Billeter Young, whose name is subscribed to on this instrument and acknowledged that he executed the same.

*Shiann Hancock*  
NOTARY PUBLIC and SEAL



BLACKHAWK PROPERTIES, LLC,  
Lot # 13, Block A, Ilangeni Estates, Alpine, Utah

By: [Signature]  
Its:



STATE OF UTAH )  
:SS.  
COUNTY OF Utah )

On this 8 day of January, 2013, before me, a notary public, personally appeared (or proved to me on the basis of satisfactory evidence), Jeffrey Peterson whose name is subscribed to on this instrument and acknowledged that he executed the same.

Christine Kilpack  
NOTARY PUBLIC and SEAL

SANDRA N. TILLOTSEN,  
Lot #s 11 and 12, Block A; 16 and 17, Block B, Ilangeni Estates, Alpine, Utah

\_\_\_\_\_  
STATE OF UTAH )  
:SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a notary public, personally appeared (or proved to me on the basis of satisfactory evidence), Sandra N. Tillotsen, whose name is subscribed to on this instrument and acknowledged that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC and SEAL

BLACKHAWK PROPERTIES, LLC.  
Lot # 13, Block A, Ilangeni Estates, Alpine, Utah

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

STATE OF UTAH                    )  
  ;SS.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a notary public, personally appeared (or proved to me on the basis of satisfactory evidence), \_\_\_\_\_, whose name is subscribed to on this instrument and acknowledged that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC and SEAL

SANDRA N. TILLOTSON,  
Lot #s 11 and 12, Block A; 16 and 17, Block B, Ilangeni Estates, Alpine, Utah

Sandra N. Tillotson  
\_\_\_\_\_  
STATE OF UTAH                    )  
  ;SS.  
COUNTY OF Utah )

On this 8 day of October, 2013, before me, a notary public, personally appeared (or proved to me on the basis of satisfactory evidence), Sandra N. Tillotson, whose name is subscribed to on this instrument and acknowledged that he executed the same.

Cherryl Muhlestein  
\_\_\_\_\_  
NOTARY PUBLIC and SEAL



COTTONWOOD LANE, LLC  
Lot #s 14 and 15, Block B, Ilangeni Estates, Alpine, Utah

By: [Signature]  
Its:

STATE OF UTAH )  
COUNTY OF Utah ) :SS.

On this 13 day of Jan, 2014, before me, a notary public, personally appeared (or proved to me on the basis of satisfactory evidence), Lon Wardrop whose name is subscribed to on this instrument and acknowledged that he executed the same.



Sherry Dewey  
NOTARY PUBLIC and SEAL

Upon information and belief, the following property owners also own and have access to certain properties adjacent to the Old Fort Canyon Road, Road #1 and Road #2. These property owners have received notice of this petition:

DLL PROPERTIES, LLC

Lot # 13, Block B, Ilangeni Estates, Alpine, Utah  
c/o David Lind  
518 Wilderness Dr.  
Alpine, UT 84004

KASEY ENTERPRISES, INC

Lot #s 10, 11, and 12, Block B, Ilangeni Estates, Alpine, Utah  
c/o Thomas Klc  
4725 Holladay Blvd., #110  
Salt Lake City, UT 84117

# **EXHIBIT 1**









## PETITION TO VACATE A PUBLIC STREET

Public Notice is hereby given that the Alpine City Council will hold a **PUBLIC HEARING** on a petition to vacate a public road known as Old Fort Canyon Road #1 and #2.

Date: Tuesday, February 25, 2014  
Time: 7:00 pm or whenever it comes up on the agenda  
Place: Alpine City Hall  
20 North Main,  
Alpine, UT 84004



Black line indicates the road to be vacated.

Charmayne G. Warnock  
Alpine City Recorder  
801-756-6241  
Posted February 14, 2014



**ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Soccer Agreement Approval**

**FOR CONSIDERATION ON: February 25, 2014**

**PETITIONER: Rich Nelson, City Administrator**

**ACTION REQUESTED BY PETITIONER: Approval of Soccer Agreement**

**INFORMATION: A number of issues needed to be worked out between Alpine City, Northern Utah Soccer Association and Utah SURF Soccer. Besides the issues that needed be worked out, the City needed to develop a new contractual approach to all sports in general and soccer specifically. The agreement between the three entities is attached.**

***RECOMMENDED ACTION: The Council should vote to approve the Soccer Agreement.***



# ALPINE CITY FACILITY USE AGREEMENT (Soccer)

This Users Agreement made and entered into this \_\_\_\_\_ by and between Alpine City, hereafter referred to as "the City", and North Utah County Soccer (NUCR) and Utah SURF Soccer (SURF) hereafter referred to as "Users".

In consideration of the mutual promises and agreements considered herein, the City and Users agree as follows:

**I. Purpose.** The City agrees to allow the Users to use the City owned ("Property") Healey Park, Rachel McTeer Park, Smooth Canyon Park and area east of Alpine City Hall for the primary purpose of conducting a comprehensive youth soccer program that benefits the Alpine community during the dates and times indicated below and for the provision of competition leagues.

The Users agrees to comply with the terms of the Users Agreement, the rules and regulations of The City and applicable city, state, and Federal laws and regulations.

## **II. Term.**

The term of this Users Agreement shall be for one season beginning on April 1, 2014 and continuing until June 1, 2015. The Users shall have the right to use the property during the term of the Use Agreement.

The Users shall provide the City with copy of their schedules (which includes scheduled practices, games and tournaments) 30 days before the start of practice and play so the City can adequately prepare for facility use and to resolve any scheduling conflicts. This agreement only includes the specifically scheduled times (Exhibit B). The City reserves the right to schedule other entities into the park at its discretion. Every effort will be made to avoid conflict with league schedules. In event this is unavoidable; the City will make every effort to provide as much advance notice as possible. The City reserves the right to delay use of the facilities if not enough time is available to prepare, i.e. the City reserves the right to set back the start of practice games if the request is not received by the City no less than 10 working days prior to start of practice games. If Users wishes to alter the schedule after it is submitted, the City must receive and approve any such request. Such requests should be submitted at the earliest possible opportunity. Any changes requested less than 48 hours before event are likely to be denied due to insufficient time for staff to rearrange work schedules.

## **III. City Obligations.**

A. The City will maintain the playing fields for the normal games as scheduled on Exhibit A. Maintenance shall include:

1. Irrigation Systems
2. Mowing of playing surfaces
3. Maintain existing restroom facilities. This includes building repairs and maintenance for

the roof, interior and exterior walls, doors, plumbing and electrical systems. It also includes providing paper and soap products and routine cleanup for the rest rooms.

4. Provide building maintenance (but not cleaning) for restrooms.
5. The City will be responsible for providing trash receptacles and bags. Additional bags can be requested from the City.
6. The City will maintain the parking areas.
7. The City will pay for utility services (water, electricity) at the Property.
8. The City will determine whether rain or inclement weather has made the field unusable by 3:30pm on scheduled game days and shall place this decision on the City website at [www.alpinecity.org](http://www.alpinecity.org).
9. Absolutely no play will be allowed when fields are closed due to weather. The City reserves the right to shut down the park complex if the staff feels it is necessary to do so.
10. The City Timeline for annual preparation of this Users Agreement is as follows:
  - A .First week in March, League Liaison review Users Agreement and initiate possible changes.
  - B .Meet with City Staff by the first week in March to review suggested changes and updates.
  - C. Prepare draft Users Agreement to be ready March. Meet with Users for final review and draft (if necessary).

#### **IV. Users Obligation**

1. Prepare fields for games and during tournaments.
2. Pick up incidental trash on field & surrounding areas before and after games and practice.
3. Move goal posts **weekly** to reduce wear on fields and replace and tamp dirt into any holes dug by players.
4. Provide the city a roster for all teams and what City the teams and individuals are from.
5. The City must be informed by the end of February each year if the league wants to apply for help with a capital project.
6. Schedule games so that fields are not over used and so that adequate parking is available. The Users is responsible to enforce that the participants park in designated areas only. Violators will be ticketed or towed.
7. Clean restrooms.
8. The Users shall charge a pre-determined amount (see below) per participant to offset city costs of ground maintenance of fields, i.e. field enhancement; turf, grass, fertilizer, etc.

<u>Type of League</u>	<u>\$ charged per participant</u>
<u>Challenger League</u>	<u>\$2</u>
<u>AA (District)</u>	<u>\$5</u>
<u>X League</u>	<u>\$5</u>
<u>AAA (State)</u>	<u>\$7</u>

9. Tournaments shall be scheduled in advance and Users shall pay a fee \$10 per game for additional maintenance.
10. The City must be informed immediately when the Users are bidding on or considering an additional tournament, (This, by no means guarantees approval of this extra tournament). If the extra tournament is approved, there will be a Users fee of \$1,000 imposed on the Users.
12. The City reserves the right to charge an additional fee for any work done for special events and tournaments.
13. Signage. The Users shall post no signs on the property without prior approval of the City. All Signs must be in compliance with the City Sign Ordinance.
14. Structures. The Users shall not alter or modify any existing building or structure nor build or locate any new building or structure on the Property without prior written approval of the City and the approval of all appropriate agencies.
15. General Liability Insurance. The Users shall provide evidence of general liability insurance including contractual liability, personal injury, premises and operations, and broad form property damage. Such insurance shall provide for a one million dollar (\$1,000,000) general aggregate limit. Evidence of requested insurance should clearly show the City and District as an additional insured.
16. Alpine School District Indemnity/Release of Liability Agreement. If Users has scheduled to use Alpine School District facilities through the City an Indemnity/Release of Liability Agreement needs to be returned along with this contract.
17. Termination of Agreement. This Use Agreement may not be assigned or transferred. The City shall have sole discretion to terminate the Use Agreement.
18. Powers. The City shall have the power to remove any organization, or individual not abiding by this agreement or for conduct deemed inappropriate to the citizens of Alpine. The City may require the Users to hire an off-duty police officer for tournaments or any games if it is determined the need exists.
19. Audit. The Department reserves the right to perform an audit on any organization or league at any time.

20. Amendment. This Use Agreement constitutes the entire agreement between the City and the Users. The Use Agreement can only be amended by a written amendment executed by the Department and Users.

### **Exhibit A**

Alpine City Field Maintenance Schedule:  
To be submitted by Alpine City Parks Department

### **Exhibit B**

The only change to the historical usage of fields in Alpine will be Surf will now use one normal size field on smooth canyon Weekdays and Saturdays and will share the smaller field on smooth canyon with NUCS. Surf will use the smaller field on smooth canyon M/W/F and ½ day Saturday (8:30 am - 1pm) and NUCS will use it the rest of the time. Surf will be responsible for painting the field lines on those two fields.

All other field usage (Healey, Rachel McTeer, City Hall field, etc.) will remain being used by the NUCS club as it has been in the past.

In witness whereof, Alpine City and "Users" have executed this Use Agreement on the day and date first written above.

Alpine City

\_\_\_\_\_  
By: Don Watkins Mayor

Users:

\_\_\_\_\_  
David Jose, President  
North Utah County Soccer

\_\_\_\_\_  
Jacob Carter  
Utah SURF Soccer

**THE USERS AGREEMENT MUST BE UPDATED AND AMENDED EACH YEAR.  
THE CITY HAS THE POWER TO REVOKE THE PRIVILEGES OF ANYONE FAILING TO  
COMPLY WITH THE SIGNED AGREEMENT.**

**Alpine City and Alpine School District  
Indemnity/Release of Liability Agreement**

**Indemnity**

I, the undersigned, on behalf of myself and my organization/group/company (herein after the "Users"), undertake and agree to indemnify, hold harmless and at the option of the Alpine City (the "City") and Alpine School District (the "District"), defend the City and/or District and any and all of its Board, Council, officers, directors, agents, representatives, employees, assigns, affiliates, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any of the Users's/persons, employees, agents, and volunteers, or damage or destruction to any property of either party to this agreement, or third persons in any manner arising by reason of or incident to utilization of any City and/or District facility or property (whether real or personal) on the part of the employees, agents, affiliates, representatives, patrons, residents, and individuals in any way connected with the use of the City and/or District's facilities and property except for the sole negligence of the City and/or District, or its Board, Council, officers, agents, representatives or employees.

In addition, Users agrees to repair, solely at Users's cost, all damage to City's facilities and/or equipment arising out of Users's use or possession of said facilities and/or equipment.

Users acknowledges that Users has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnity/Release of Liability Agreement.

Users understands that, by signing this Indemnity/Release of Liability Agreement, that Users relinquishes all rights or claims to adjudication or recourse to which Users may be entitled in relation to any damages or injury that may arise out of the above described activities.

Users warrants that Users has entered into the releases and waivers contained in this Agreement voluntarily and that Users makes them without any duress or undue influence of any nature by any person or entity.

**Insurance**

I shall furnish evidence of the following coverage to the City and/or District prior to the commencement of the utilization of the facilities and/or property:

**General Liability Insurance:** evidence of general liability insurance including contractual liability, personal injury, premises and operations, and broad form property damage. Such insurance shall provide for a one million dollar (\$1,000,000) general aggregate limit. Evidence of requested insurance should clearly show the City and District as an additional insured.

**Signature**

I, for and on behalf of my organization/group/company, have carefully read and understand the contents of the foregoing language, and I and my organization/group/company specifically understand and intend it to cover any and all use of the Alpine City and/or Alpine School District's facilities and property by employees, volunteers, patrons, residents, and all others authorized by me or my organization/group/company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization/Group/Company

**ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Alpine Recovery Lodge (ARL) Agreement**

**FOR CONSIDERATION ON: February 25, 2014**

**PETITIONER: Rich Nelson, City Administrator, and Dan McDonald, City Legal Representative for the ARL Agreement**

**ACTION REQUESTED BY PETITIONER: Approval of the ARL Agreement**

**INFORMATION: The City has been negotiating with the ARL over a potential lawsuit over the City's ruling on a reasonable accommodation request. The following agreement is the result of those negotiations.**

***RECOMMENDED ACTION: For Council approval of the Alpine Recovery Lodge Agreement.***

Alpine Recovery Lodge

**REASONABLE  
ACCOMMODATION &  
SETTLEMENT AGREEMENT**

by and between

**Alpine City, Utah,**  
*a Utah municipality ("City")*

and

**Alpine Recovery Lodge, LLC,**  
*a Utah limited liability company ("ARL")*



# Reasonable Accommodation & Settlement Agreement

The Parties hereto, ALPINE CITY (hereinafter “Alpine” or “the City”), a Utah municipality and a political subdivision of the State of Utah, and ALPINE RECOVERY LODGE, LLC, a Utah limited liability company ( “ARL”), and all of its members and shareholders, all of its past, present and future officers and directors, trustees, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and/or successors in interest and assigns, any and all persons or entities claiming by, through or under ARL, and all entities in which the foregoing hold any ownership interest (“Accommodated Party”), enter into this Reasonable Accommodation and Settlement Agreement (this “Agreement”) effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

## RECITALS

A. ARL has leased a certain residence located at 1018 East Oakhill Drive in Alpine City (“the Property”) so that ARL can operate a “Substance abuse treatment program” as defined in Utah Code Ann. § 62-A-2-101(28) and Residential Treatment Program for adults as described in Utah Administrative Code, R501-19.

B. The Alpine City Code limits the number of unrelated people that may live together in a single household to four persons. Alpine City Code §§ 3.1.11.16 & -17 & 3.29.6. ARL desired to have 18 residents for its treatment program live at the Property.

C. On or about December 24, 2012, ARL filed an application and request for a reasonable accommodation from these ordinances so that it could house 18 residents at the Property.

D. On February 12, 2013, Alpine City approved and issued a written decision, granting ARL’s request for reasonable accommodation at 12 residents. The signed decision was presented to ARL on February 22, 2013. Thereafter, ARL timely submitted a notice of appeal of this decision.

E. On or about May 6, 2013, the Hearing Officer issued his decision, affirming Alpine City’s decision to grant the accommodation of 12 residents.

F. On or about June 6, 2013, ARL filed a petition to the Fourth District Court of Utah, seeking a review of the Hearing Officer’s decision under Utah Code Ann. § 10-

9a-801 (the “District Court Appeal”). The matter was assigned case number 130400790 and is currently pending.

G. In the District Court Appeal, and elsewhere, ARL has alleged that the City’s actions in reviewing and limiting ARL’s reasonable accommodation request was an actionable form of discrimination against the handicapped or disabled under the Utah Fair Housing Act, the federal Fair Housing Act, the Americans with Disabilities Act, the Rehabilitation Act and/or other federal and state discrimination laws.

H. The City denies that it has violated any of the foregoing laws.

I. The parties to this Agreement desire that these disputes be resolved in order to avoid the cost and expense of further proceedings and future litigation.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **I.**

#### **ALPINE CITY CODE § 3.30.5 REQUIRED FINDINGS**

The parties stipulate and agree as follows, with regard to the findings required by Alpine City Code § 3.30.5:

- A. The housing, which is the subject of the request for reasonable accommodation, will be used by individuals with disabilities or handicaps as those terms are defined under the fair housing laws. Specifically, ARL will operate a “Substance abuse treatment program” as defined in Utah Code Ann. § 62-A-2-101(28) and Residential Treatment Program as described in Utah Administrative Code, R501-19 for adults who are recovering from drug and alcohol addiction. The Fair Housing Act definition of a “handicap,” does not include current, illegal use of or addiction to a controlled substance (as defined in section 802 of Title 21). 42 U.S.C.A. § 3602(h). However, the federal regulations promulgated under the FHA list “drug addiction (other than addiction caused by current illegal use of a controlled substance) and alcoholism” as qualifying for a “handicap.” 24 C.F.R. § 100.201(a)(2).
- B. Under the unique circumstances and facts of this case, based upon the entirety of the record and specific evidence presented to the City, and based upon the covenants and conditions set forth in this Agreement, an accommodation of 16 residents at this facility is necessary to make housing available to an individual with disabilities protected under the fair housing laws.

- C. Under the unique circumstances and facts of this case, based upon the entirety of the record and specific evidence presented to the City, and based upon the covenants and conditions set forth in this Agreement, an accommodation of 16 residents at the facility would not impose an undue financial or administrative burden on the City.
- D. Under the unique circumstances and facts of this case, based upon the entirety of the record and specific evidence presented to the City, and based upon the covenants and conditions set forth in this Agreement, an accommodation of 16 residents at this facility would not require a fundamental alteration in the nature of the City's land use and zoning or building program for this particular zone, this particular home and this particular neighborhood.

## **II.**

### **ACCOMMODATION**

The City hereby agrees to grant the Accommodated Party a reasonable accommodation to house up to 16 residents with disabilities at the Property, effective \_\_\_\_\_, 2014, subject to the terms and conditions of this Agreement. The parties agree that this accommodation is reasonable in all material respects and satisfies the requirements of federal and state law.

## **III.**

### **CONDITIONS, COVENANTS, AND RESTRICTIONS**

The rights of the Accommodated Party to have an accommodation of 16 residents under this Agreement are expressly conditioned upon and subject to its agreement to and compliance with the following Conditions, Covenants and Restrictions.

- A. The Accommodated Party shall maintain licensure in compliance with the Utah Human Services Code and promptly notify the City if any action is taken against ARL's license or its license is revoked, suspended, or otherwise adversely affected under Utah Code Ann. §§ 62A-2-111, -112, -113 or -116, as amended.
- B. The Accommodated Party shall comply with all applicable rules and regulations for residential treatment programs, including, but not limited to, regulations promulgated under the authority of Utah Code Ann. § 62A-2-

108.2 as amended, UAC R501-19 as amended (“Rules for Residential Treatment Programs”), and UAC R501-2-1 as amended (“Core Rules”).

- C. The Accommodated Party shall comply with the parking plans and emergency evacuation plans included as Appellant’s Exhibits 31-34, which are also known as Designated Record, Document Nos. 0198 – 0208 in the District Court Appeal, as amended.
- D. The Accommodated Party shall, at all times, comply with the relevant building code.
- E. The Accommodated Party shall operate its program in substantial compliance with the policies set forth in paragraph 30 of the Declaration of Cindy Millar, as those policies are amended from time-to-time, which include, but are not limited to the following:
  - 1. Compliance with ARL’s “Policies and Procedures” – ARL Exhibit 48 (Designated Record, Document Nos. 0248 – 0353), as amended.
  - 2. The Consent to Bodily and Property Search policy – ARL Exhibit 49 (Designated Record, Document No. 0354), as amended.
  - 3. The Agreement to Participate policy – ARL Exhibit 50 (Designated Record, Document No. 0355), as amended.
  - 4. The mentor responsibilities checklist policy – ARL Exhibit 51 (Designated Record, Document No. 0356), as amended.
  - 5. The staff training log policy – ARL Exhibit 52 (Designated Record, Document Nos. 0357 - -361), as amended.

The Accommodated Party may amend these policies as its program needs and requirements evolve, but it shall not altogether abandon them or dispose of them unless required to do so by applicable law or court order.

- F. The Accommodated Parties shall maintain and implement the drug testing policy explained by Cindy Millar to the Alpine City Planning Commission as reflected in the January 8, 2013, minutes of the Alpine City Planning Commission (Appellant’s Exhibit 13 (Designated Record, Document Nos. 0121 – 0125), p. 2) and as reflected in Appellant’s Exhibit 14 (Designated Record, Document Nos. 0126 – 0136), p.3, as amended. The Accommodated Party may amend these policies as its program needs and requirements evolve, but it shall not altogether abandon them or dispose of them unless required to do so by applicable law or court order.
- G. Utah Code Ann. § 62A-2-108.2(3) and (4) required the Accommodated Party to notify the City of its intent to operate a residential treatment program and to provide the City with the following information:

- (1) an accurate description of the residential treatment program;

- (2) the location where the residential treatment program will be operated;
- (3) the services that will be provided by the residential treatment program;
- (4) the type of clients that the residential treatment program will serve;
- (5) the category of license for which the residential treatment program is applying to the office;
- (6) the name, telephone number, and address of a person that may be contacted to make inquiries about the residential treatment program; and
- (7) any other information that the office may require by rule.

The City hereby acknowledges the Accommodated Party complied with these requirements when it made its initial application to the City. The Accommodated Party shall promptly notify the City of any material change in this information, which was initially provided to the City pursuant to Utah Code Ann. § 62A-2-108.2(4).

- H. The Accommodated Party shall, upon request pursuant to section V.M below, provide the City within a reasonable time with the “current list of enrollment of all registered consumers” that is required to “be on-site at all times” pursuant UAC R501-19-4.B. and other reasonable information, documents or materials requested by the City so that the City may determine the Accommodated Party’s compliance with the terms of this agreement regarding the number of allowed residents. The Accommodated Party may redact or “black out” names or any other identifying information concerning the residents to protect their privacy, as required by state and/or federal law.
- I. With the exception of the accommodations and requirements set forth in this agreement, the Accommodated Party shall comply with all applicable provisions of the Alpine City Code, including, without limitation, its zoning ordinances and all applicable building and safety codes.
- J. The Accommodated Parties shall not petition the City or any other entity, court or tribunal to increase the number of residents housed at the Property, to expand the facility, or to operate any other similar facility within the City and agree that doing so would fundamentally alter the nature of the City’s zoning scheme and general plan.
- K. The Accommodated Party, upon execution of this Agreement by the City, shall cause the District Court Appeal to be dismissed, with prejudice, upon the merits, with each party bearing its own costs and attorney fees.
- L. The Accommodated Party shall not allow any resident that is a registered sex offender or that has been convicted of a violent crime or sex offense to reside at the Property.

#### **IV.**

##### **RELEASE OF CLAIMS & SETTLEMENT**

- A. In consideration of the Accommodation granted by the City, the covenants, conditions, restrictions and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby release and forever discharge each other from any and all past, present or future claims whatsoever, whether for direct or for vicarious liability, for any damages, punitive or actual, for discrimination, for personal or other injuries which the parties have, or claim to have, for or in any manner arising out of the parties' prior dealings with one another. This Agreement shall be a fully binding and complete settlement among all parties to this Agreement. This Agreement is entered into in lieu of litigating the action.
- B. The Accommodated Party covenants and warrants that it has not and will not file or cause to be filed any other lawsuit or complaint in any jurisdiction, or make any claim or demand against the City or any other person or entity for any injuries or damages sustained in or in any way connected with their dealings with the City.

#### **V.**

##### **GENERAL PROVISIONS**

- A. This Agreement will not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating similar facilities within the City, which powers are hereby expressly reserved.
- B. Unless otherwise provided in this Agreement, the Accommodated Party expressly acknowledges that nothing in this Agreement will be deemed to relieve it from its obligations to comply with all applicable requirements of the City for approval of site plans, the payment of unpaid fees, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City.
- C. The City has the right to enforce the terms of this Agreement without fear of reprisal or suit by the Accommodated Party claiming that enforcement of the terms of this Agreement constitute unlawful or actionable discrimination. The Accommodated Party shall not claim and does hereby waive the right to claim or assert that the City's enforcement of the terms of this Agreement violate the Fair Housing Act, ADA, Rehabilitation Act, the Utah Fair Housing Act, 42 U.S.C. § 1983, or any other similar statutes or laws.

- D. The violation of this Agreement by the Accommodated Party shall be of the same nature and have the same force and effect as a zoning violation or building code violation, as the case may be, and the City may enforce or seek remedies for any and all such violations as are available at law or in equity, including, without limitation, by seeking sanctions, fines, monetary penalties, temporary restraining orders, injunctions and all other rights and remedies as are set forth in the Alpine City Code and as are available under the laws of the State of Utah.
- E. The Accommodated Party's rights under this agreement shall automatically terminate or be terminated upon the occurrence of any of the following:
1. Persons with disabilities or handicaps no longer reside at the Property.
  2. ARL's license is revoked or suspended, and the decision to revoke or suspend the license is final and ARL has had the opportunity and due process to appeal the decision.
  3. ARL ceases to operate a "Substance abuse treatment program" for adults as defined in Utah Code Ann. § 62-A-2-101(28), as amended, and Residential Treatment Program for adults as described in Utah Administrative Code, R501-19, as amended.
  4. The Accommodated Party materially violates a Condition, Covenant or Restriction set forth in Article III of this Agreement, as established in a court of competent jurisdiction. The City agrees to provide ARL notice of any violation of this Agreement and to give ARL 60 days from the date of the notice to cure the violation prior to the City filing a lawsuit.
- F. In the event of a termination of the Accommodated Party's rights under this Agreement pursuant to the foregoing subsection, the Accommodated Party shall lose the right to house 16 residents at the Property, all then-current ordinances of the City shall take effect (including restrictions on the number of unrelated persons that may live together in a dwelling) and apply to the Property as if no accommodation had been made, and all other terms and conditions of this Agreement shall remain in full force and effect.
- G. The Recitals contained in this Agreement and all exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.
- H. The singular will include the plural; the masculine gender will include the feminine; "shall" and "will" are mandatory; "may" is permissive.

- I. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.
- J. This Agreement has been reviewed and revised by legal counsel for the Accommodated Party and the City, and no presumption or rule that ambiguities will be construed against the drafting party will apply to the interpretation or enforcement of this Agreement.
- K. Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.
- L. In the event of any dispute relating to a breach of this Agreement, the prevailing party shall be entitled to collect from the other party all reasonable costs and attorneys' fees incurred by the prevailing party in connection with such dispute.
- M. Any notice, demand or document which any party is required to give under the terms of this Agreement shall be in writing, and may be personally delivered or delivered by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), or by email addressed as follows:

<p>If to City to:</p> <p>Alpine City Mayor &amp; Alpine City Recorder 20 North Main Street Alpine City, UT 84004</p> <p>Copy to:</p> <p>Alpine City Attorney Daniel J. McDonald The Mill at Dry Creek 175 W. Canyon Crest Road, Suite 205 Alpine, UT 84004 <a href="mailto:dan@mcdonaldfielding.com">dan@mcdonaldfielding.com</a></p>	<p>If to Accommodated Party to:</p> <p>Alpine Recovery Lodge 1018 E Oakhill Dr. Alpine, UT 84004 info@alpinerecoverylodge.com</p> <p>With a copy to:</p> <p>Stephen Quesenberry DURHAM JONES &amp; PINEGAR 4844 North 300 West, Suite 300 Provo, UT 84604 squesenberry@djplaw.com</p>
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- N. This Agreement is made and entered into in the State of Utah and shall in all respects be interpreted, enforced, and governed by the laws of the State of Utah. Any action to enforce this Agreement must be brought in a Utah court of competent jurisdiction and the parties consent to jurisdiction in the State of Utah.
- O. This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as herein expressly set forth.
- P. The parties acknowledge that they have had an opportunity to review this Agreement with their respective attorneys.
- Q. This Agreement shall be binding upon the parties' successors and assigns, if any.

**IN WITNESS WHEREOF**, this Agreement has been executed by Alpine Recovery Lodge, LLC, by persons duly authorized to execute the same and by the City of Alpine, acting by and through its City Council as of the \_\_\_ day of \_\_\_\_\_ 2014.

**ALPINE CITY**

**By:** \_\_\_\_\_  
Don Watkins, Mayor

ATTEST:

**By:** \_\_\_\_\_  
Alpine City Recorder

APPROVED AS TO FORM:

**By:** \_\_\_\_\_  
Alpine City Attorney

Alpine Recovery Lodge, LLC

**By:** \_\_\_\_\_  
Manager

APPROVED AS TO FORM:

**By:** \_\_\_\_\_  
Attorney for Accommodated Party

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Amendment to the Business Commercial Zoning Ordinance  
(Auto Repair Shops, Storage Containers and Clarification)**

**FOR CONSIDERATION ON: 25 February 2014**

**PETITIONER: Planning Commission**

**ACTION REQUESTED BY PETITIONER: Approve proposed amendment**

**APPLICABLE STATUTE OR ORDINANCE: Section 3.1.9 (Amendments to  
Zoning Ordinance)**

**PETITION IN COMPLIANCE WITH ORDINANCE: Yes**

### **BACKGROUND INFORMATION:**

On February 4, 2014, the Planning Commission extensively discussed a potential amendment to the Business Commercial zone. They specifically worked on how the presence of both a residential and commercial structure on the same lot would work (ownership, subdividing, setbacks, etc.). A lot of things will need to be considered and looked at further moving forward but the Planning Commission made a recommendation to amend the Business Commercial zone to address some issues now. The most impactful proposed amendment would be mechanical auto repair shops listed as a conditional use.

The proposed amendment would also clarify what the setbacks are for residential structures that are within the Business Commercial zone. Currently the ordinance does not specify setbacks for dwelling structures. The amendment reflects the setbacks that the Alpine City staff currently requires when reviewing residential site plans within this zone. The setbacks are the same for dwelling structures within the TR-10,000 zone.

The banning of storage containers is also specifically addressed (See 3.7.8.5)

The Off-Street Parking and Home Occupation ordinances will also need to be amended to reflect the parking requirement for Auto Repair and the clarification that Auto Repair will not be permitted as a home occupation.

### **RECOMMENDED ACTION:**

We adopt Ordinance No. 2014-04 which will amend the Business Commercial zoning ordinance (Article 3.7) to allow Mechanical Automotive Repair Shops as a conditional use, clarify setbacks for dwelling structures, and prohibit storage containers.

**ARTICLE 3.7 BUSINESS/COMMERCIAL DISTRICT (B-C)** (Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11)

**3.7.1 LEGISLATIVE INTENT**

The intent in establishing the B-C Business Commercial Zone is to provide an area in which the primary use of land is for retail and other commercial uses serving the immediate needs of Alpine residents and situated within an environment, which is safe and aesthetically pleasing. The zone is also intended to serve as the commercial core of the City.

The zone is characterized by a mixture of retail and service commercial uses such as stores, restaurants, office structures and a wide variety of specialty shops and is generally located adjacent to major transportation arteries.

Manufacturing, residential and other uses and other activities, which would be inconsistent with the use of the land for commercial activities are discouraged or not permitted within the zone.

The specific regulations considered necessary for the accomplishment of the intent of the zone are hereinafter set forth.

**3.7.2 PERMITTED USES**

The following uses of land shall be permitted upon compliance with the applicable standards and conditions set forth in this ordinance.

1. General retail stores and shops providing goods and services for sale at retail in the customary manner, provided that all storage and sales activity shall be contained within a building; also, manufacturing and processing activities which are an integral part of and incidental to the retail establishment.
2. Office buildings and medical clinics.
3. Personal service establishments such as barber and beauty shops, shoe repair, laundries and similar establishments.
4. Automotive service establishments, including gasoline dispensing facilities, car washes, and parking, ~~but not including automotive repair establishments.~~
5. Recreational enterprises including but not limited to recreation centers, motion picture theaters, athletic clubs.
6. Funeral homes.
7. Single-unit detached dwellings when located on a lot in a recorded subdivision and subject to compliance with the applicable conditions within the zone.
8. Residential structures, provided that said structure existed as a residence prior to the effective date of this chapter. Also, customary residential accessory structures (i.e. swimming pools, detached garages, private greenhouses etc.) when appurtenant to and on the same lot as a residence.
9. ~~Ancillary Residential structures (i.e. Dwellings located within or on the same premises as a permitted or conditional commercial use. Both residential and commercial buildings will be considered main buildings and will be required to meet the main building setbacks when on the same premises. and occupied by persons directly related to such use in a caretaker or similar capacity).~~

10. Accessory uses and structures shall be permitted provided they are incidental to and do not substantially alter the character of the permitted principle use or structure. Such permitted accessory uses and structures include, but are not limited to, buildings such as garages, carports, equipment and supply storage buildings which are customarily used in conjunction with and incidental to a principle use or structure permitted in the B-C Zone.
11. Agriculture, including the raising of row crops, grains and fruits and the incidental pasturage of animals. See Section 3.21.9.
12. Other uses which are determined by the Planning Commission to be similar to and compatible with the foregoing uses and in harmony with the intent of the zone.
13. Water, sewer and utility transmission lines and facilities required as an incidental part of development within the zone, and subject to the approval of a site plan by the Planning Commission.
14. Motor vehicle roads and rights-of-way subject to compliance with City standards for design and construction for such uses, and upon approval of site plan by the Planning Commission.
15. Customary household pets.
16. The keeping and raising of animals and fowl, subject to the provisions of Article 3.21.9 of the Development Code.

### **3.7.3 CONDITIONAL USES**

The following buildings, structures and uses of land shall be permitted upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of Article 3.10 Development Code.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
3. Hotels and motels.
4. Schools, churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to approval by the Planning Commission.
5. Civic Buildings. (Ord. 95-10, 4/25/9)
6. Restaurants, provided that any such facility providing drive-up window service shall also include an area for inside service to patrons in an amount not less than fifty (50%) of the total floor area of the structure. In addition, the following shall apply to restaurants. (Ord. 97-05,5/27/97)
  1. A traffic analysis shall be provided as part of the conditional use application.
  2. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.

3. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.
  4. Restaurants must comply with provisions of the sign ordinance.
  5. Restaurants must comply with the landscaping and design provisions in the B-C zone.
  6. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
  7. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.
7. Single family dwellings (conventional construction) when proposed for placement on a lot not in a recorded subdivision, subject to compliance with the applicable conditions within the zone and approval of a site plan by the Planning Commission.
  8. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
  9. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
    1. No sexually-oriented business shall be located within:
      - a. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
      - b. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
      - c. One thousand (1,000) feet of a liquor store; and
      - d. One thousand (1,000) feet of any other sexually-oriented business.

For the purposes of this section, distance shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:

    - a. The closest property line of any school, day care facility, public park, library, and religious institution;
    - b. The nearest property line of any residential use or residential zone;
    - c. The nearest property line of any liquor store; and
    - d. The closest exterior wall of another sexually-oriented business.
  10. Home occupations, subject to the provisions of Section 3.23.7.3 of the Development Code.
  11. Accessory apartments, subject to the provisions of Section 3.23.7.1 of the Development Code.

## 12. Mechanical Automotive Repair Shops

1. Odors and noise shall be controlled as to not have an adverse impact on any nearby structures.
2. There shall be no more than 4 automobile bays.

3. [There shall be no automobiles on the property that are 90 days or more past the expiration of the registration. No automobiles shall be stored on the property for more than 14 days.](#)
4. [Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshall, and Environmental Protection Agency.](#)
5. [Mechanical automotive repair shops must abut directly upon and have access to 200 North \(east of Main Street\), Main Street, or Canyon Crest Road within the Business Commercial zone.](#)
6. [Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than 2.5 parking spaces provided per bay.](#)
7. [Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone \(Article 3.11\).](#)

### **3.7.4 AREA AND WIDTH REQUIREMENTS**

#### **3.7.4.1 Lot Occupied by a Dwelling Structure**

1. Lot Size. The minimum lot area for a single-unit dwelling shall be 10,000 square feet (Amended by Ord. 94-06).
2. Lot Coverage. No lot within the BC Zone may have more than fifty (50) percent of its land area covered by buildings or other impervious material.
3. Lot Width. The minimum width of any lot for a dwelling shall be ninety (90) feet, measured at the required front yard set back line.

#### **3.7.4.2 Lot Occupied by an Office and Commercial Structure**

There shall be no minimum lot area or width requirements except that an area sufficient to accommodate the structure, landscaped areas, minimum setback, required off-street parking, loading and unloading, vehicular ingress and egress shall be provided and maintained.

### **3.7.5 LOCATION REQUIREMENTS (Amended by Ord. 98-05, 3/10/98)**

All buildings shall comply with the following setbacks:

1. Front setback shall be not less than thirty (30) feet from the property line on all streets. No portion of the setback area adjacent to a street shall be used for off-street parking.
2. In commercial developments adjacent to other commercial areas, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
3. Where a commercial zone abuts a residential zone, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
4. [A lot occupied by a dwelling structure shall comply with the setback requirements set forth in the TR-10,000 zone \(Section 3.2.5.1\) unless recommended by the Planning Commission and approved by the City Council where circumstances justify.](#)

### 3.7.6 ACCESS REQUIREMENTS

Each lot shall abut directly upon and have access to a City street which is improved in accordance with City street improvement standards.

### 3.7.7 UTILITY REQUIREMENTS

**3.7.7.1 Culinary Water.** All dwellings and other structures to be used for human occupancy shall be served by the City's water system. The system serving the dwelling shall be capable of providing water to the dwelling at a volume sufficient for both culinary and fire fighting purposes and at a pressure of not less than forty (40) psi as determined by the City Engineer.

**3.7.7.2 Domestic Sewage Disposal.** All dwellings and other structures intended for human occupancy shall be served by the City's central sewage collection system.

### 3.7.8 SPECIAL PROVISIONS

1. Uses Within Buildings. All commercial activities and storage shall be conducted entirely within a fully enclosed building, except those uses deemed by the City to be customarily and appropriately conducted in the open, including, but not limited to, gasoline dispensing, plant nursery displays, temporarily parked automobiles in need of repair, temporary sale of Christmas trees, etc.

2. Site Plan to Be Approved For All New Commercial Uses. Prior to the establishment of a new commercial use or the construction of a new building, a site plan shall be submitted, reviewed and recommended by the Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04).

3. Off-street Parking. Off -street parking area which requires backing from the off-street parking space onto the street right-of-way in order to exit shall not be permitted. All ingress and egress shall be by forward motion only.

All points of ingress and egress to a commercial use or off-street parking areas shall be as shown on the site plan and shall be located not less than forty (40) feet from any intersection of public streets.

All off-street parking areas shall be hard-surfaced and shall be bordered by a curb or other barrier.

The number of required parking spaces and other particulars about the design and construction of off-street parking shall conform to the provisions of Article 3.24 of this ordinance.

4. Trash Storage. Adequate facilities for the disposal of solid waste shall be provided. All containers for the temporary storage and disposal solid waste material shall be of a size, type and quantity approved by the City shall be maintained in a location as shown on the Site Plan.

5. Storage Containers. The use of any portable unit, pod, or similar type of storage container is prohibited in this zone unless approved by the city.

~~6.5-~~Surface Water Drainage to be Retained On-site. All additional surface drainage generated as a result of development activity shall be disposed of on-site, as determined by the City Engineer.



~~7.6.~~ Height of Buildings. The maximum height of any dwelling or other main building shall be thirty-four (34) feet, as determined in accordance with the provisions of Article 3.21.8 of the Development Code. (Ord. 96-15, 12/18/96).

~~8.7.~~ Landscaping Required. As a means of mitigating safety hazards or adverse visual impacts all areas of the site not devoted to buildings or off street parking shall be landscaped. The landscaped area shall be not less than twenty (20) percent of the total area of the site. In addition to all other plan elements, the site plan shall contain a landscape plan showing the location, type and initial size of all planting materials and other landscape features, and the location of the proposed sprinkler system.

~~9.8.~~ Design of Commercial Structures. Commercial buildings shall comply with the following architectural design criteria. (Preliminary architectural design drawings of all building elevations shall be presented to the Planning Commission for review).

1. The exterior of all commercial buildings shall be finished predominantly with wood and/or brick, stucco, stone or similar materials in accordance with guidelines in the Historical/Commercial/Residential Ordinance. Pitched roofs are preferred.
2. The architectural styles of the business district should be consistent and harmonious. The style of building design and trim should be compatible with the relatively uncomplicated rural, small town character of Alpine. Extremely irrelevant, contrived or inconsistent styles will be discouraged.

~~10.9.~~ Water Rights Conveyance Requirements. Water rights shall be conveyed to the City in accordance with the provisions of Article 3.21.7 of the Development Code.

~~11.10.~~ Nuisances Prohibited. No land or building shall be used in any manner so as to create dangerous, injurious, noxious or otherwise objectionable fire, explosive, or other hazard, noise, or vibration, smoke, dust, odor, or other form of air pollution; liquid or solid refuse or wastes; or other substance, condition or element in such a manner or in such an amount as to adversely affect the surrounding area or adjoining premises.

~~12.11.~~ Accessory Buildings. All accessory buildings shall be located in accordance with the following (Ordinance 2002-13) (Amended by Ord. 2006-14, 9/12/06; Ord. 2010-03, 8/24/10):

1. Setback from main building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
2. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
3. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
4. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back no less than ten (10) feet from the rear lot line and five (5) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
  - a. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;

- b. The accessory building contains no openings on the side contiguous to the lot line;
  - c. No drainage from the roof will be discharged onto an adjacent lot;
  - d. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - e. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
  - f. The building will not be taller than ten (10) feet to the top of the roof line.
5. Accessory Building Height. The maximum height of any accessory building shall be twenty (20) feet as measured from the average finished grade of the ground surface adjacent to the foundation of the structure to the top of the ridge line.
- 1. Exceptions to the Height Requirement. Chimneys, flag poles, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height, provided that no such ancillary structure shall extend to a height in excess of fifteen (15) feet above the building.
  - 2. Additional Accessory Building Height. For every one (1) foot of additional height above twenty (20) feet, an additional two (2) feet of side yard and rear yard setback will be required. The maximum height of the accessory building as measured to the ridgeline shall be thirty (30) feet.

**ORDINANCE NO. 2014-04**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.7 OF THE ALPINE CITY DEVELOPMENT CODE RELATING TO MECHANICAL AUTOMOTIVE REPAIR SHOPS, SETBACKS, AND STORAGE CONTAINERS.**

**WHEREAS**, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance regarding mechanical automotive repair shops as a conditional use, setbacks for dwelling structures, and the existence of storage containers within the Business Commercial zone; 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 3.7 contained in the attached document will supersede Article 3.7 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 25th day of February 2014.

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Don Watkins, Mayor

**ATTEST:**

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Charmayne G. Warnock, Recorder

**ARTICLE 3.7 BUSINESS/COMMERCIAL DISTRICT (B-C)** (Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 2/25/14)

**3.7.1 LEGISLATIVE INTENT**

The intent in establishing the B-C Business Commercial Zone is to provide an area in which the primary use of land is for retail and other commercial uses serving the immediate needs of Alpine residents and situated within an environment, which is safe and aesthetically pleasing. The zone is also intended to serve as the commercial core of the City.

The zone is characterized by a mixture of retail and service commercial uses such as stores, restaurants, office structures and a wide variety of specialty shops and is generally located adjacent to major transportation arteries.

Manufacturing, residential and other uses and other activities, which would be inconsistent with the use of the land for commercial activities are discouraged or not permitted within the zone.

The specific regulations considered necessary for the accomplishment of the intent of the zone are hereinafter set forth.

**3.7.2 PERMITTED USES**

The following uses of land shall be permitted upon compliance with the applicable standards and conditions set forth in this ordinance.

1. General retail stores and shops providing goods and services for sale at retail in the customary manner, provided that all storage and sales activity shall be contained within a building; also, manufacturing and processing activities which are an integral part of and incidental to the retail establishment.
2. Office buildings and medical clinics.
3. Personal service establishments such as barber and beauty shops, shoe repair, laundries and similar establishments.
4. Automotive service establishments, including gasoline dispensing facilities, car washes and parking.
5. Recreational enterprises including but not limited to recreation centers, motion picture theaters, athletic clubs.
6. Funeral homes.
7. Single-unit detached dwellings when located on a lot in a recorded subdivision and subject to compliance with the applicable conditions within the zone.
8. Residential structures, provided that said structure existed as a residence prior to the effective date of this chapter. Also, customary residential accessory structures (i.e. swimming pools, detached garages, private greenhouses etc.) when appurtenant to and on the same lot as a residence.
9. Residential structures located within or on the same premises as a permitted or conditional commercial use. Both residential and commercial buildings will be considered main buildings and will be required to meet the main building setbacks when on the same premises.

10. Accessory uses and structures shall be permitted provided they are incidental to and do not substantially alter the character of the permitted principle use or structure. Such permitted accessory uses and structures include, but are not limited to, buildings such as garages, carports, equipment and supply storage buildings which are customarily used in conjunction with and incidental to a principle use or structure permitted in the B-C Zone.
11. Agriculture, including the raising of row crops, grains and fruits and the incidental pasturage of animals. See Section 3.21.9.
12. Other uses which are determined by the Planning Commission to be similar to and compatible with the foregoing uses and in harmony with the intent of the zone.
13. Water, sewer and utility transmission lines and facilities required as an incidental part of development within the zone, and subject to the approval of a site plan by the Planning Commission.
14. Motor vehicle roads and rights-of-way subject to compliance with City standards for design and construction for such uses, and upon approval of site plan by the Planning Commission.
15. Customary household pets.
16. The keeping and raising of animals and fowl, subject to the provisions of Article 3.21.9 of the Development Code.

### **3.7.3 CONDITIONAL USES**

The following buildings, structures and uses of land shall be permitted upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of Article 3.10 Development Code.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
3. Hotels and motels.
4. Schools, churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to approval by the Planning Commission.
5. Civic Buildings. (Ord. 95-10, 4/25/9)
6. Restaurants, provided that any such facility providing drive-up window service shall also include an area for inside service to patrons in an amount not less than fifty (50%) of the total floor area of the structure. In addition, the following shall apply to restaurants. (Ord. 97-05,5/27/97)
  1. A traffic analysis shall be provided as part of the conditional use application.
  2. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.
  3. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.

4. Restaurants must comply with provisions of the sign ordinance.
5. Restaurants must comply with the landscaping and design provisions in the B-C zone.
6. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
7. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.
7. Single family dwellings (conventional construction) when proposed for placement on a lot not in a recorded subdivision, subject to compliance with the applicable conditions within the zone and approval of a site plan by the Planning Commission.
8. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
9. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
  1. No sexually-oriented business shall be located within:
    - a. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
    - b. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
    - c. One thousand (1,000) feet of a liquor store; and
    - d. One thousand (1,000) feet of any other sexually-oriented business.

For the purposes of this section, distance shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:

  - a. The closest property line of any school, day care facility, public park, library, and religious institution;
  - b. The nearest property line of any residential use or residential zone;
  - c. The nearest property line of any liquor store; and
  - d. The closest exterior wall of another sexually-oriented business.
10. Home occupations, subject to the provisions of Section 3.23.7.3 of the Development Code.
11. Accessory apartments, subject to the provisions of Section 3.23.7.1 of the Development Code.
12. Mechanical Automotive Repair Shops
  1. Odors and noise shall be controlled as to not have an adverse impact on any nearby structures.
  2. There shall be no more than 4 automobile bays.
  3. There shall be no automobiles on the property that are 90 days or more past the expiration of the registration. No automobiles shall be stored on the property for

more than 14 days.

4. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshall, and Environmental Protection Agency.
5. Mechanical automotive repair shops must abut directly upon and have access to 200 North (east of Main Street), Main Street, or Canyon Crest Road within the Business Commercial zone.
6. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than 2.5 parking spaces provided per bay.
7. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (Article 3.11).

### **3.7.4 AREA AND WIDTH REQUIREMENTS**

#### **3.7.4.1 Lot Occupied by a Dwelling Structure**

1. Lot Size. The minimum lot area for a single-unit dwelling shall be 10,000 square feet (Amended by Ord. 94-06).
2. Lot Coverage. No lot within the BC Zone may have more than fifty (50) percent of its land area covered by buildings or other impervious material.
3. Lot Width. The minimum width of any lot for a dwelling shall be ninety (90) feet, measured at the required front yard set back line.

#### **3.7.4.2 Lot Occupied by an Office and Commercial Structure**

There shall be no minimum lot area or width requirements except that an area sufficient to accommodate the structure, landscaped areas, minimum setback, required off-street parking, loading and unloading, vehicular ingress and egress shall be provided and maintained.

### **3.7.5 LOCATION REQUIREMENTS (Amended by Ord. 98-05, 3/10/98)**

All buildings shall comply with the following setbacks:

1. Front setback shall be not less than thirty (30) feet from the property line on all streets. No portion of the setback area adjacent to a street shall be used for off-street parking.
2. In commercial developments adjacent to other commercial areas, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
3. Where a commercial zone abuts a residential zone, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
4. A lot occupied by a dwelling structure shall comply with the setback requirements set forth in the TR-10,000 zone (Section 3.2.5.1) unless recommended by the Planning Commission and approved by the City Council where circumstances justify.



### 3.7.6 ACCESS REQUIREMENTS

Each lot shall abut directly upon and have access to a City street which is improved in accordance with City street improvement standards.

### 3.7.7 UTILITY REQUIREMENTS

**3.7.7.1 Culinary Water.** All dwellings and other structures to be used for human occupancy shall be served by the City's water system. The system serving the dwelling shall be capable of providing water to the dwelling at a volume sufficient for both culinary and fire fighting purposes and at a pressure of not less than forty (40) psi as determined by the City Engineer.

**3.7.7.2 Domestic Sewage Disposal.** All dwellings and other structures intended for human occupancy shall be served by the City's central sewage collection system.

### 3.7.8 SPECIAL PROVISIONS

1. Uses Within Buildings. All commercial activities and storage shall be conducted entirely within a fully enclosed building, except those uses deemed by the City to be customarily and appropriately conducted in the open, including, but not limited to, gasoline dispensing, plant nursery displays, temporarily parked automobiles in need of repair, temporary sale of Christmas trees, etc.
2. Site Plan to Be Approved For All New Commercial Uses. Prior to the establishment of a new commercial use or the construction of a new building, a site plan shall be submitted, reviewed and recommended by the Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04).
3. Off-street Parking. Off -street parking area which requires backing from the off-street parking space onto the street right-of-way in order to exit shall not be permitted. All ingress and egress shall be by forward motion only.

All points of ingress and egress to a commercial use or off-street parking areas shall be as shown on the site plan and shall be located not less than forty (40) feet from any intersection of public streets.

All off-street parking areas shall be hard-surfaced and shall be bordered by a curb or other barrier.

The number of required parking spaces and other particulars about the design and construction of off-street parking shall conform to the provisions of Article 3.24 of this ordinance.

4. Trash Storage. Adequate facilities for the disposal of solid waste shall be provided. All containers for the temporary storage and disposal solid waste material shall be of a size, type and quantity approved by the City shall be maintained in a location as shown on the Site Plan.
5. Storage Containers. The use of any portable unit, pod, or similar type of storage container is prohibited in this zone unless approved by the city.
6. Surface Water Drainage to be Retained On-site. All additional surface drainage generated as a result of development activity shall be disposed of on-site, as determined by the City Engineer.

7. Height of Buildings. The maximum height of any dwelling or other main building shall be thirty-four (34) feet, as determined in accordance with the provisions of Article 3.21.8 of the Development Code. (Ord. 96-15, 12/18/96).
8. Landscaping Required. As a means of mitigating safety hazards or adverse visual impacts all areas of the site not devoted to buildings or off street parking shall be landscaped. The landscaped area shall be not less than twenty (20) percent of the total area of the site. In addition to all other plan elements, the site plan shall contain a landscape plan showing the location, type and initial size of all planting materials and other landscape features, and the location of the proposed sprinkler system.
9. Design of Commercial Structures. Commercial buildings shall comply with the following architectural design criteria. (Preliminary architectural design drawings of all building elevations shall be presented to the Planning Commission for review).
  1. The exterior of all commercial buildings shall be finished predominantly with wood and/or brick, stucco, stone or similar materials in accordance with guidelines in the Historical/Commercial/Residential Ordinance. Pitched roofs are preferred.
  2. The architectural styles of the business district should be consistent and harmonious. The style of building design and trim should be compatible with the relatively uncomplicated rural, small town character of Alpine. Extremely irrelevant, contrived or inconsistent styles will be discouraged.
10. Water Rights Conveyance Requirements. Water rights shall be conveyed to the City in accordance with the provisions of Article 3.21.7 of the Development Code.
11. Nuisances Prohibited. No land or building shall be used in any manner so as to create dangerous, injurious, noxious or otherwise objectionable fire, explosive, or other hazard, noise, or vibration, smoke, dust, odor, or other form of air pollution; liquid or solid refuse or wastes; or other substance, condition or element in such a manner or in such an amount as to adversely affect the surrounding area or adjoining premises.
12. Accessory Buildings. All accessory buildings shall be located in accordance with the following (Ordinance 2002-13) (Amended by Ord. 2006-14, 9/12/06; Ord. 2010-03, 8/24/10):
  1. Setback from main building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
  2. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
  3. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
  4. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back no less than ten (10) feet from the rear lot line and five (5) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
    - a. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;

- b. The accessory building contains no openings on the side contiguous to the lot line;
  - c. No drainage from the roof will be discharged onto an adjacent lot;
  - d. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - e. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
  - f. The building will not be taller than ten (10) feet to the top of the roof line.
5. Accessory Building Height. The maximum height of any accessory building shall be twenty (20) feet as measured from the average finished grade of the ground surface adjacent to the foundation of the structure to the top of the ridge line.
- 1. Exceptions to the Height Requirement. Chimneys, flag poles, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height, provided that no such ancillary structure shall extend to a height in excess of fifteen (15) feet above the building.
  - 2. Additional Accessory Building Height. For every one (1) foot of additional height above twenty (20) feet, an additional two (2) feet of side yard and rear yard setback will be required. The maximum height of the accessory building as measured to the ridgeline shall be thirty (30) feet.

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Amendment to the Off-Street Parking Ordinance

**FOR CONSIDERATION ON:** 25 February 2014

**PETITIONER:** Planning Commission

**ACTION REQUESTED BY PETITIONER:** Approve proposed amendment when auto repair shops are sufficiently addressed elsewhere.

**APPLICABLE STATUTE OR ORDINANCE:** Section 3.1.9 (Amendments to Zoning Ordinance)

**PETITION IN COMPLIANCE WITH ORDINANCE:** Yes

### **BACKGROUND INFORMATION:**

The proposed amendment would clearly define the parking requirement for mechanical automotive repair shops.

### **RECOMMENDED ACTION:**

We adopt Ordinance No. 2014-05 which will amend the Off-Street Parking ordinance (Article 3.24) to establish the off-street parking requirement for Mechanical Automotive Repair Shops.

**ARTICLE 3.24 OFF-STREET PARKING (Amended Ord. 2006-14, 9/12/2006; Ord. 2008-06, 5/27/08; Ord. 2008-13, 8/26/08)**

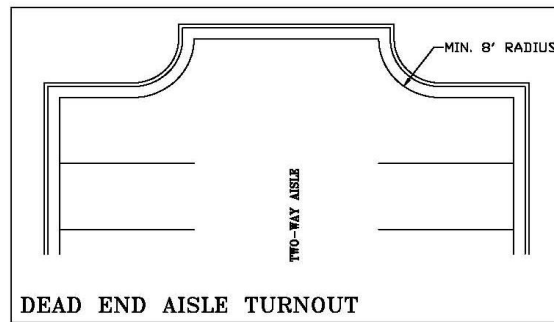
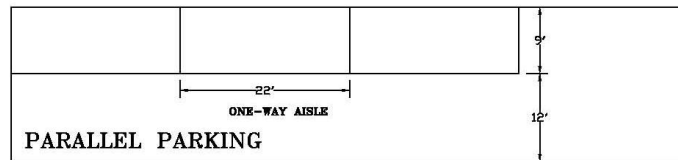
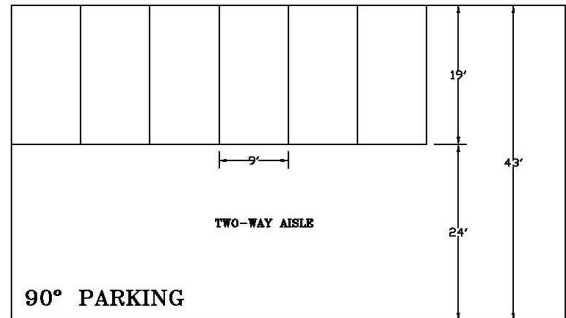
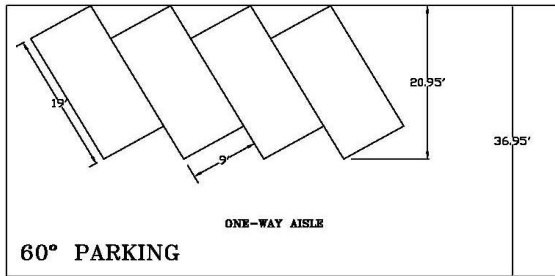
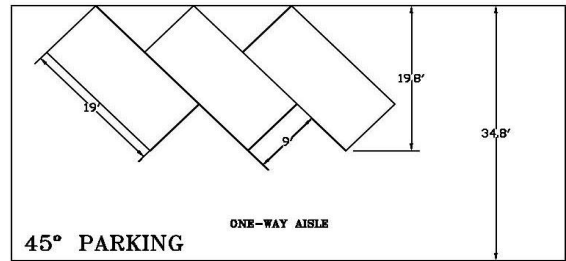
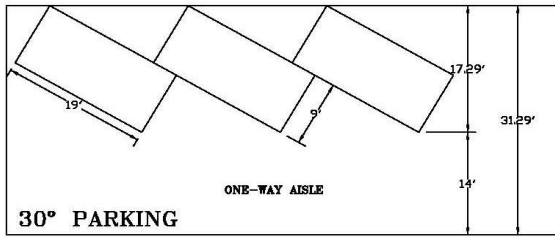
**3.24.1 REQUIREMENT.** Except as may be provided elsewhere in this ordinance, parking lot lighting and parking with adequate provisions for ingress and egress by standard-sized automobiles shall be provided at the time of construction, or if any of the following occur:

- (a) the building is enlarged or increased in capacity; or
- (b) there is a change of commercial use of the building.

The City's current off-street parking ordinance shall be met for the proposed use, including parking lot lighting requirements. The required off-street parking shall be a continuing obligation of the property owner so long as the use requiring vehicle parking continues. It shall be unlawful for any owner of any commercial building or use to discontinue or dispense with the required vehicle parking without providing another vehicle parking area on-site, which meets the requirements of this Chapter.

**3.24.2 PARKING LOT CHARACTERISTICS.** Each parcel of land developed for off-street parking in response to the requirements of this chapter shall provide the following characteristics:

1. Paving. Each lot shall be paved with an all weather surface material (asphalt or concrete), and be maintained in good condition and kept in an unobstructed and usable condition at all times. Responsibility for maintenance of the lot shall rest with the property owner. The lot shall provide adequate access to a street or alley.
2. Wheel Stops. Off-street parking shall be designed with wheel stops or curbing. Wheel stops shall be located in a manner so as to prevent any portion of the parked vehicle from extending over a property line or sidewalk. Manufactured wheel stops are preferred. All curbing shall be maintained in a functional and safe condition.
3. Striping. All off-street parking shall be striped to clearly show required parking spaces. Striping shall be maintained in functional condition. Striping shall be at least three (3) inches wide and shall consist of white or yellow paint designed for this purpose.
4. Grading. Parking lots shall be graded for proper drainage with surface water diverted in such a way as to keep the parking area free of accumulated water or ice.
5. Parking Lot Lighting. A lighting plan provided by the applicant shall be reviewed and approved by the City Engineer. Lots shall be illuminated with standards arranged so as to reflect light away from any adjoining residential buildings. Parking lot lights shall be fully shielded to direct light downward in order to decrease light pollution.
6. Parking Lot Dimensions and Size of Parking Spaces. See diagram below. (next page)



7. Accessible Parking Spaces. All accessible parking spaces shall meet the requirements of the ADA Standards for Accessible Design (28 CFR Part 36).
8. Oil separators. Oil separators and other pollution control devices may be required to minimize storm water pollution, as recommended by the City Engineer.
9. Screening. The sides and rear of any off-street parking area that adjoins a residence or residential zone shall be required to be screened by a masonry wall or solid visual barrier fence.

10. Landscaping. All off-street parking areas shall be landscaped and permanently maintained as required by Section 3.7.8.7.

11. Off-Street Loading. Every building or use receiving or distributing materials or merchandise by truck shall provide and maintain on the same lot as the building or use adequate off-street loading space(s).

**3.24.3 SPECIFIC REQUIREMENT FOR EACH LAND USE.** Required off-street parking shall be provided for each use as listed below. Requirements shall be calculated on total square footage of building space. In calculating the required parking for any given use, if the number of required parking ends in a fraction, the number shall be rounded up to the next whole number. Parking for uses not specifically listed below shall be provided in the same ratio as the use most nearly approximating the characteristics of the unlisted use, as determined by the Planning Commission.

Parking shall be provided as follows, with spaces based upon one or a combination of the uses listed:

USE	OFF-STREET PARKING REQUIREMENT
Residential Uses Single-unit Dwelling Multiple-unit Dwelling Single Dwelling with Accessory Apartment	Two (2) parking spaces Two (2) parking spaces per unit Three (3) parking spaces
Intensive retail commercial shops selling directly to the public	Four and one-half (4.5) spaces for each 1,000 sq. ft.
Less intensive commercial businesses such as furniture, appliance, and lumber sales	Three and one-half (3.5) spaces for each 1,000 sq. ft.
Offices and personal services	Four (4) spaces for every 1,000 sq. ft.
Restaurants, dining rooms	One (1) space for every four (4) seats.
Auditoriums, theaters, assembly halls, amphitheaters, art centers	One (1) space for every (3) seats.
Commercial recreation	Two (2) spaces for every 1,000 sq. ft.
Industrial and wholesale establishments	One (1) space for every two (2) employees on the largest shift.
Mortuary	One (1) space for every three hundred (300) sq. ft.
Hospitals and civic buildings	Determined by specific review.
Shopping centers, or complexes of rentable commercial space	At least four (4) spaces per 1,000 sq. ft.
Churches, house of worship, reception center	Thirteen and one-half (13.5) spaces for every 1,000 sq. ft. for buildings 20,000 sq. ft. or less. Eleven (11) spaces for every 1,000 sq. ft. for buildings 20,001 sq. ft. or more.

Schools	<p>Parking for schools serving grades below Kindergarten shall provide parking at a rate of 2 stalls per employee.</p> <p>Parking for schools serving grades K-9 shall provide parking at a rate of 0.20 stalls per person (total of students and staff)</p> <p>Parking for schools serving grades 10 and above shall provide parking at a rate of 0.50 stalls per person (total of students and staff)</p>
<a href="#">Mechanical Automotive Repair Shops</a>	<a href="#">No more than two and one-half (2.5) parking spaces provided per bay (no more than 4 bays).</a>

**3.24.4 REDUCTION OF EXCEPTION TO OFF-STREET PARKING REQUIREMENTS.** Requests to ~~reduce~~ [for an exception to the](#) off-street parking requirement(s) may be recommended by the Planning Commission and approved by the City Council, if the Applicant shows:

1. The unique nature of the existing or proposed land use, or an unusually large number of pedestrian or transit trips, below-normal parking demands will be generated.
2. A reduced number of off-street parking spaces will meet the demands of the proposed use without increasing traffic or on-street parking problems in adjacent areas and neighborhoods.

**3.24.5 LOCATION OF REQUIRED OFF-STREET PARKING.** All required off-street parking spaces shall be located on-site on the same lot as the use or building it serves, unless otherwise recommended by the Development Review Committee (DRC), the Planning Commission, and approved by the City Council.

1. Off-street parking is prohibited in all access ways, fire lanes, or similar areas not designated for parking purposes. These areas shall be posted with "No Parking" signs and/or other means.
2. No portion of the setback area adjacent to a street shall be used for off-street parking unless recommended by the Gateway Historic Committee and Planning Commission, and approved by the City Council.



**ORDINANCE NO. 2014-05**

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.24 OF THE ALPINE CITY DEVELOPMENT CODE RELATING TO THE OFF-STREET PARKING REQUIREMENT FOR MECHANICAL AUTOMOTIVE REPAIR SHOPS.**

**WHEREAS**, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance regarding the off-street parking requirement for mechanical automotive repair shops; 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 3.24 contained in the attached document will supersede Article 3.24 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 25th day of February 2014.

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Don Watkins, Mayor

**ATTEST:**

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Charmayne G. Warnock, Recorder

**ARTICLE 3.24 OFF-STREET PARKING (Amended Ord. No. 2006-14, 9/12/2006; Ord. No. 2008-06, 5/27/08; Ord. No. 2008-13, 8/26/08; Ord. No. 2014-05, 2/25/14)**

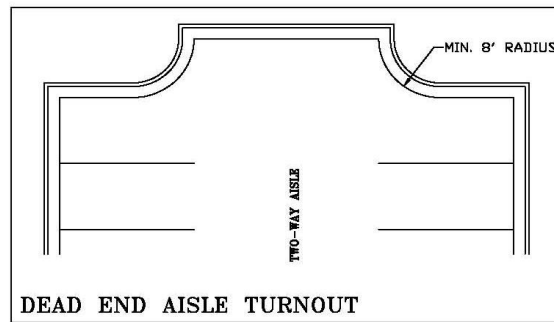
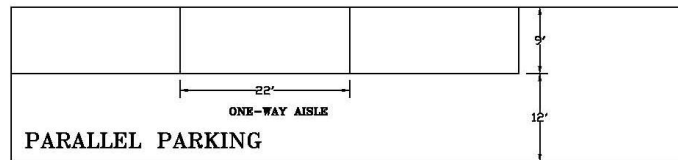
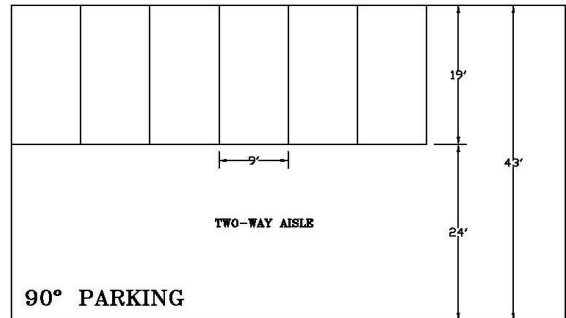
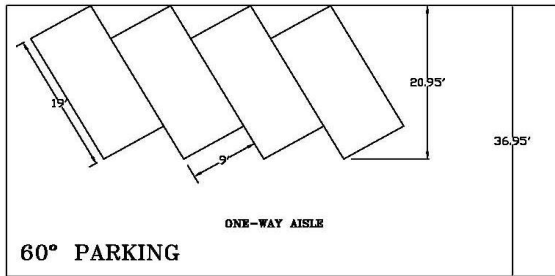
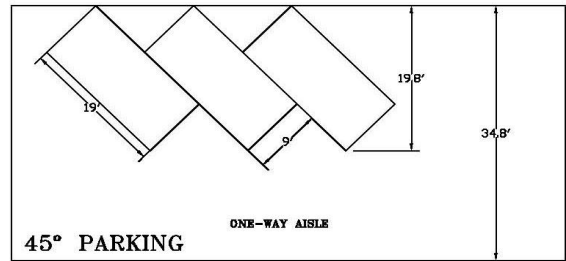
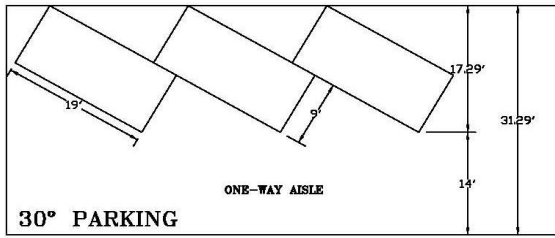
**3.24.1 REQUIREMENT.** Except as may be provided elsewhere in this ordinance, parking lot lighting and parking with adequate provisions for ingress and egress by standard-sized automobiles shall be provided at the time of construction, or if any of the following occur:

- (a) the building is enlarged or increased in capacity; or
- (b) there is a change of commercial use of the building.

The City's current off-street parking ordinance shall be met for the proposed use, including parking lot lighting requirements. The required off-street parking shall be a continuing obligation of the property owner so long as the use requiring vehicle parking continues. It shall be unlawful for any owner of any commercial building or use to discontinue or dispense with the required vehicle parking without providing another vehicle parking area on-site, which meets the requirements of this Chapter.

**3.24.2 PARKING LOT CHARACTERISTICS.** Each parcel of land developed for off-street parking in response to the requirements of this chapter shall provide the following characteristics:

1. Paving. Each lot shall be paved with an all weather surface material (asphalt or concrete), and be maintained in good condition and kept in an unobstructed and usable condition at all times. Responsibility for maintenance of the lot shall rest with the property owner. The lot shall provide adequate access to a street or alley.
2. Wheel Stops. Off-street parking shall be designed with wheel stops or curbing. Wheel stops shall be located in a manner so as to prevent any portion of the parked vehicle from extending over a property line or sidewalk. Manufactured wheel stops are preferred. All curbing shall be maintained in a functional and safe condition.
3. Striping. All off-street parking shall be striped to clearly show required parking spaces. Striping shall be maintained in functional condition. Striping shall be at least three (3) inches wide and shall consist of white or yellow paint designed for this purpose.
4. Grading. Parking lots shall be graded for proper drainage with surface water diverted in such a way as to keep the parking area free of accumulated water or ice.
5. Parking Lot Lighting. A lighting plan provided by the applicant shall be reviewed and approved by the City Engineer. Lots shall be illuminated with standards arranged so as to reflect light away from any adjoining residential buildings. Parking lot lights shall be fully shielded to direct light downward in order to decrease light pollution.
6. Parking Lot Dimensions and Size of Parking Spaces. See diagram below. (next page)



7. Accessible Parking Spaces. All accessible parking spaces shall meet the requirements of the ADA Standards for Accessible Design (28 CFR Part 36).
8. Oil separators. Oil separators and other pollution control devices may be required to minimize storm water pollution, as recommended by the City Engineer.
9. Screening. The sides and rear of any off-street parking area that adjoins a residence or residential zone shall be required to be screened by a masonry wall or solid visual barrier fence.

10. Landscaping. All off-street parking areas shall be landscaped and permanently maintained as required by Section 3.7.8.7.

11. Off-Street Loading. Every building or use receiving or distributing materials or merchandise by truck shall provide and maintain on the same lot as the building or use adequate off-street loading space(s).

**3.24.3 SPECIFIC REQUIREMENT FOR EACH LAND USE.** Required off-street parking shall be provided for each use as listed below. Requirements shall be calculated on total square footage of building space. In calculating the required parking for any given use, if the number of required parking ends in a fraction, the number shall be rounded up to the next whole number. Parking for uses not specifically listed below shall be provided in the same ratio as the use most nearly approximating the characteristics of the unlisted use, as determined by the Planning Commission.

Parking shall be provided as follows, with spaces based upon one or a combination of the uses listed:

USE	OFF-STREET PARKING REQUIREMENT
Residential Uses Single-unit Dwelling Multiple-unit Dwelling Single Dwelling with Accessory Apartment	Two (2) parking spaces Two (2) parking spaces per unit Three (3) parking spaces
Intensive retail commercial shops selling directly to the public	Four and one-half (4.5) spaces for each 1,000 sq. ft.
Less intensive commercial businesses such as furniture, appliance, and lumber sales	Three and one-half (3.5) spaces for each 1,000 sq. ft.
Offices and personal services	Four (4) spaces for every 1,000 sq. ft.
Restaurants, dining rooms	One (1) space for every four (4) seats.
Auditoriums, theaters, assembly halls, amphitheaters, art centers	One (1) space for every (3) seats.
Commercial recreation	Two (2) spaces for every 1,000 sq. ft.
Industrial and wholesale establishments	One (1) space for every two (2) employees on the largest shift.
Mortuary	One (1) space for every three hundred (300) sq. ft.
Hospitals and civic buildings	Determined by specific review.
Shopping centers, or complexes of rentable commercial space	At least four (4) spaces per 1,000 sq. ft.
Churches, house of worship, reception center	Thirteen and one-half (13.5) spaces for every 1,000 sq. ft. for buildings 20,000 sq. ft. or less. Eleven (11) spaces for every 1,000 sq. ft. for buildings 20,001 sq. ft. or more.

Schools	<p>Parking for schools serving grades below Kindergarten shall provide parking at a rate of 2 stalls per employee.</p> <p>Parking for schools serving grades K-9 shall provide parking at a rate of 0.20 stalls per person (total of students and staff)</p> <p>Parking for schools serving grades 10 and above shall provide parking at a rate of 0.50 stalls per person (total of students and staff)</p>
Mechanical Automotive Repair Shops	No more than two and one-half (2.5) parking spaces provided per bay (no more than 4 bays).

**3.24.4 EXCEPTION TO OFF-STREET PARKING REQUIREMENTS.** Requests for an exception to the off-street parking requirement(s) may be recommended by the Planning Commission and approved by the City Council, if the Applicant shows:

1. The unique nature of the existing or proposed land use, or an unusually large number of pedestrian or transit trips, below-normal parking demands will be generated.
2. A reduced number of off-street parking spaces will meet the demands of the proposed use without increasing traffic or on-street parking problems in adjacent areas and neighborhoods.

**3.24.5 LOCATION OF REQUIRED OFF-STREET PARKING.** All required off-street parking spaces shall be located on-site on the same lot as the use or building it serves, unless otherwise recommended by the Development Review Committee (DRC), the Planning Commission, and approved by the City Council.

1. Off-street parking is prohibited in all access ways, fire lanes, or similar areas not designated for parking purposes. These areas shall be posted with "No Parking" signs and/or other means.
2. No portion of the setback area adjacent to a street shall be used for off-street parking unless recommended by the Gateway Historic Committee and Planning Commission, and approved by the City Council.

# STATE OF UTAH

## *MUNICIPAL WASTEWATER PLANNING PROGRAM*

### SELF-ASSESSMENT REPORT

FOR

ALPINE

2013





Resolution Number  R2014-02

**MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION**

RESOLVED that **ALPINE** informs the Water Quality Board the following actions were taken by the **CITY COUNCIL**

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2013.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable).

Passed by a (majority) (unanimous) vote on

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Mayor/Chairman

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Recorder/Clerk





# Municipal Wastewater Planning Program (MWPP) Financial Evaluation Section

Owner Name: *ALPINE*

Name and Title of Contact Person:

*Shane L. Sorensen, P.E.*

*City Engineer*

Phone:

*801-420-2962*

E-mail:

*SSorensen@alpinecity.org*

**PLEASE SUBMIT TO STATE BY: March 1, 2014**

Mail to: MWPP - Department of Environmental Quality  
c/o Paul Krauth, P.E.  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone : (801) 536-4346

*NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call, Emily Cantón. Utah Division of Water Quality: (801) 536-4342.*

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

**User Charge (UC)** - A fee established for one or more class(es) of users of the wastewater treatment facilities that generate revenues to pay for costs of the system.

**Operation and Maintenance Expense** - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

**Repair and Replacement Cost** - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

**Capital Needs** - Cost to construct, upgrade or improve the facility.

**Capital Improvement Reserve Account** - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

**Reserve for Debt Service** - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

**Current Debt Service** - Interest and principal costs for debt payable this year.

**Repair and Replacement Sinking Fund** - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).

## Part I: OPERATION AND MAINTENANCE

Complete the following table:

Question	Points Earned	Total
Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <b><u>at this time?</u></b>	YES = 0 points NO = 25 points	0
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the <b><u>next five years?</u></b>	YES = 0 points NO = 25 points	0
Does the facility have sufficient staff to ensure proper O&M?	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for repair & replacement costs?	YES = 0 points NO = 25 points	0
Is the repair & replacement sinking fund adequate to meet anticipated needs?	YES = 0 points NO = 25 points	0
<b>TOTAL PART I =</b>		0

## Part II: CAPITAL IMPROVEMENTS

Complete the following table:

Question	Points Earned	Total
Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <b><u>next five years?</u></b>	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <b><u>next ten years?</u></b>	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <b><u>next twenty years?</u></b>	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for future capital improvements?	YES = 0 points NO = 25 points	0
<b>TOTAL PART II =</b>		0

**Part III: GENERAL QUESTIONS**

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enterprise fund/account or district?	YES = 0 points NO = 25 points	0
Are you collecting <b>95%</b> or more of your sewer billings?	YES = 0 points NO = 25 points	0
Is there a review, at least annually, of user fees?	YES = 0 points NO = 25 points	0
Are bond reserve requirements being met if applicable?	YES = 0 points NO = 25 points	0
<b>TOTAL PART III =</b>		0

**Part IV: PROJECTED NEEDS**

Estimate as best you can the following:

Cost of projected capital improvements (in thousands)	2014	2015	2016	2017	2018
	0	30	0	0	0

**Point Summation**

Fill in the values from Parts I through III in the blanks provided in column 1. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

Part	Points
I	0
II	0
III	0
Total	0

# Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: ALPINE

Name and Title of Contact Person:

Shane L. Sorensen

City Engineer

Phone:

801-420-2962

E-mail:

ssorensen@alpinecity.org

**PLEASE SUBMIT TO STATE BY: March 1, 2014**

Mail to: MWPP - Department of Environmental Quality  
c/o Paul Krauth, P.E.  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone : (801) 536-4346

Form completed by

Shane L. Sorensen

**Part I: SYSTEM AGE**

A. What year was your collection system first constructed (approximately)?

Year 1977

B. What is the oldest part of your present system?

Oldest part 37 years

**Part II: BYPASSES**

A. Please complete the following table:

Question	Number	Points Earned	Total Points
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals)		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
<b>TOTAL PART II =</b>			0

B. The Utah Sewer Management Program defines sanitary sewer overflows into two classes:

Number of Class 1 SSOs in Calendar year 2013 0

Number of Class 2 SSOs in Calendar year 2013 0

*Class 1* - a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) effects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

*Class 2* - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

**Part II: BYPASSES (cont.)**

- C. Please specify whether the bypass(es) was caused a contract or tributary communities; etc.

N/A

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**Part III: NEW DEVELOPMENT**

- A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)?	No = 0 points Yes = 10 points	0
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2- 3 years, such that either flow or BOD <sub>5</sub> loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
<b>TOTAL PART III =</b>		0

- B. Approximate number of new residential sewer connections in the last year

38 new residential connections

- C. Approximate number of new commercial/industrial connections in the last year

0 new commercial/industrial connections

- D. Approximate number of new population serviced in the last year

152 new people served



**Part IV: OPERATOR CERTIFICATION**

A. How many collection system operators are currently employed by your facility?

2 collection system operators employed

B. What is/are the name(s) of your DRC operator(s)?

Shane Sorenson  
Greg Kmetzsch  
 \_\_\_\_\_

C. You are required to have the collection DRC operator(s) certified at **Grade II**

What is the current grade of the DRC operator(s)? II

D. State of Utah Administrative Rules require all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

Not Certified \_\_\_\_\_  
 Small Lagoons \_\_\_\_\_  
 Collection I \_\_\_\_\_  
 Collection II Shane/Greg  
 Collection III \_\_\_\_\_  
 Collection IV \_\_\_\_\_

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	0
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
<b>TOTAL PART IV =</b>		0

**Part V: FACILITY MAINTENANCE**

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	20
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	20
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	20
Do you have a written safety plan?	Yes = 0 points No = 20 points	20
<b>TOTAL PART V =</b>		<b>80</b>

**Part VI: SUBJECTIVE EVALUATION**

***This section should be with the system operators.***

A. Has your system completed it's the Utah Sewer Management Program.

Yes \_\_\_\_\_ NO X

B. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

Sewer system is in excellent condition  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

C. What sewerage system improvements does the community have under consideration for the next 10 years?

A minor 600' sewer stub for future development  
 \_\_\_\_\_  
 \_\_\_\_\_

Part VI: SUBJECTIVE EVALUATION (cont.)

D. Explain what problems, other than plugging have you experienced over the last year

None

E. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

None

F. Has your system completed it's *System Evaluation and Capacity Assurance Plan* As defined by the Utah Sewer Management Program.

Yes \_\_\_\_\_ NO X

G. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS X SOMETIMES \_\_\_\_\_ NO \_\_\_\_\_

If they do, what percentage is paid?

approximately 100 %

H. Is there a written policy regarding continuing education and training for wastewater operators?

YES ~~X~~ NO X - only what DWQ Requires



## POINT SUMMATION

Fill in the values from Parts II through V in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
II	0
III	0
IV	0
V	80
Total	80

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Whitby Woodlands Plat F Phase 1**

**FOR CONSIDERATION ON: 25 February 2014**

**PETITIONER: Roger Whitby**

**ACTION REQUESTED BY PETITIONER: Approve Plat Amendment**

**APPLICABLE STATUTE OR ORDINANCE: Article 4.6.3.15 (Amended Plats)**

**PETITION IN COMPLIANCE WITH ORDINANCE: Yes**

### **BACKGROUND INFORMATION:**

The proposed Whitby Woodlands PRD Plat F Phase 1 Subdivision consists of 1 lot on 0.42 acres. This lot is part of the approved subdivision Whitby Woodlands PRD Plat F that contains 15 lots, ranging in size from 15,619 to 24,789 square feet and is on 10.79 acres. The owner is requesting to record one lot at this time from that subdivision. The lot is located just east of the intersection of 200 North and 400 West and Westfield Road. The proposed phase of development is in the CR-20,000 zone.

On February 18, 2014, the Planning Commission recommended final approval of the proposed plat amendment.

### **RECOMMENDED ACTION:**

We grant final approval of this development subject to the following conditions:

1. The water policy be met for the development.



February 14, 2014

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

**Subject: Whitby Woodlands Plat F Phase 1 - Water Requirement  
1 lots on 0.42 acres**

Dear Jason:

We have calculated the water requirement for the Whitby Woodlands Plat F Phase 1 subdivision. The subdivision consists of 1 lot on 0.42 acres. The developer will be required to provide 1.13 acre-feet of water to meet the water policy for the development.

Please contact me if you have any questions.

Sincerely,  
ALPINE CITY

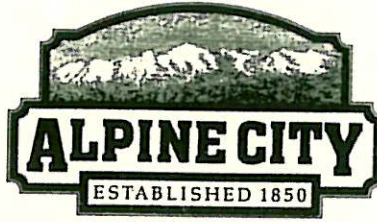
A handwritten signature in blue ink, appearing to read "Shane L. Sorensen", is written over the typed name.

Shane L. Sorensen, P.E.  
City Engineer

cc: File  
Developer

Alpine City Engineering  
20 North Main  
Alpine, Utah 84004





Date: February 13, 2014

By: Jed Muhlestein, P.E. *JM*  
Assistant City Engineer

**Subject: Whitby Woodlands PRD Plat F Phase 1 Subdivision — Final Review  
1 lots on 0.42 acres**

### **Background**

The proposed Whitby Woodlands PRD Plat F Phase 1 Subdivision consists of 1 lot on 0.42 acres. This lot is part of the approved subdivision Whitby Woodlands PRD Plat F that contains 15 lots, ranging in size from 15,619 to 24,789 square feet and is on 10.79 acres. The owner is requesting to record one lot at this time from that subdivision. The lot is located just east of the intersection of 200 North, 400 West and Westfield Road. The proposed phase of development is in the CR-20,000 zone.

### **PRD Requirements**

The PRD ordinance requires that a minimum of 25% open space be provided within the development. There was extra open space recorded on the four previous plats for this development. The minimum requirement of 25% is still met after adding the area of this lot to the overall development.

### **Street System**

The proposed phase of this development has frontage on 200 North and will require no new street system. The lot is fully developed with curb, gutter, and sidewalk.

### **Sewer System**

An existing 4-inch sewer lateral is stubbed into the property.

### **Culinary Water System**

A 3/4" water meter was previously installed on the lot.



### **Pressurized Irrigation System**

A 1" secondary water connection was previously installed on the lot.

### **Storm Water Drainage System**

There is an existing storm drain system on 200 North. No changes will be required for the existing storm drain system.

### **General Subdivision Remarks**

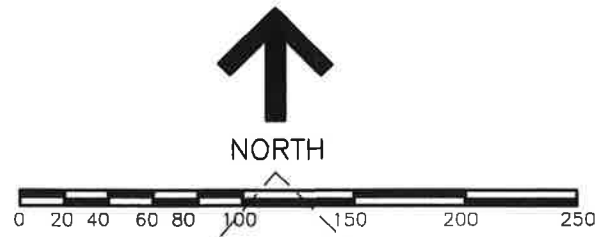
No bond will be required as there are no further improvements needed for Plat F Phase 1.

The water policy will need to be met.

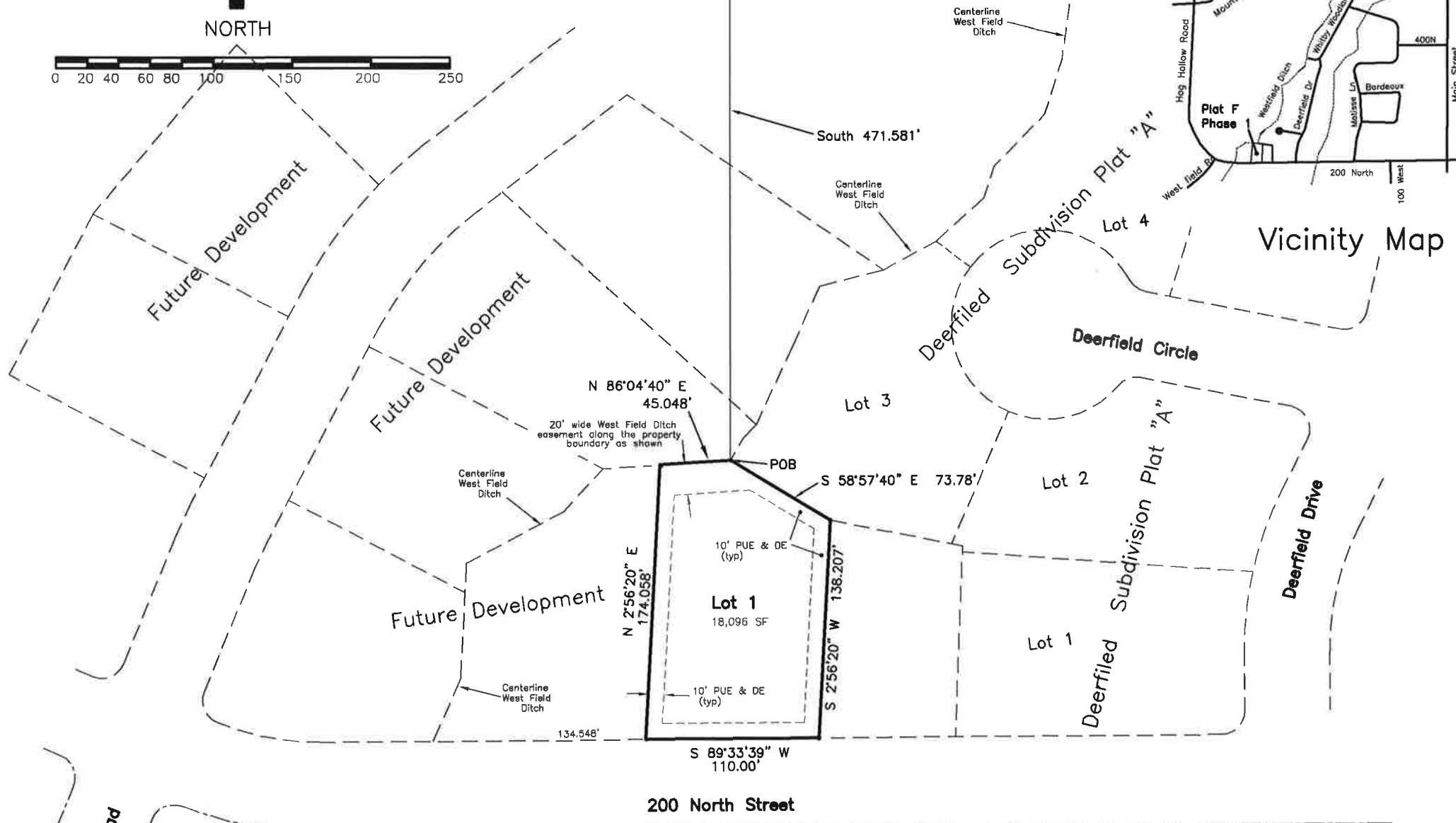
There are some minor redlines on the final plat that will need to be addressed.

**We recommend that final approval of this development be granted subject to the following conditions:**

- 1. The redlines on the plat be addressed.**
- 2. The water policy be met for the development.**



N 89°38'36" W (NAD 27)  
5312.115'  
W 1/4 SECTION 24  
T4S, R1E, SLB&M



**Surveyor's Certificate**  
I, K. Edward Gifford, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 162675 as prescribed under the laws of the State of Utah. I further certify by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into Lots, Blocks, Streets, and Easements and the same has been correctly surveyed and staked on the ground as shown on this plat and that this plat is true and correct.

**Boundary Description:**  
Commencing at the Southwest Corner of Lot 3, Plat A, Deerfield Subdivision, Alpine which is also located North 89°38'36" West along the one-quarter section line (NAD 27 bearing) 2901.374 feet and South 471.581 feet from the East one-quarter corner of Section 24, Township 4 South, Range 1 East, Salt Base and Meridian; thence South 58°57'40" East 73.78 feet along the south boundary of said Lot 3; thence South 2°56'20" West 138.207 feet along BLA Entry 76926:2005 to the north boundary of 200 North Street as described in Warranty Deed Entry 63675:2007; thence South 89°33'39" West 110.00 feet along the north boundary of said 200 North Street; thence North 2°56'20" East 174.058 feet; thence North 86°04'40" East more or less along the centerline of the West Field Ditch 45.048 feet to the point of beginning  
Area = 0.4154 Acre  
Basis of Bearing is North 89°38'36" West along the one-quarter section line (NAD 27 bearing)

K. Edward Gifford \_\_\_\_\_ Date \_\_\_\_\_  
**Owner's Dedication**  
Know all men by these presents that we, all of the undersigned Owners of all of the property described in the Surveyor's Certificate hereon and shown on this map, have caused the same to be subdivided into Lots, Blocks, Streets and Easements and do hereby dedicate the Streets and other Public Areas as indicated hereon for the perpetual use of the Public. In witness hereof we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 201\_\_

**Acknowledgement**  
State of Utah }  
County of Utah } S.S.  
On this \_\_\_\_\_ Day of \_\_\_\_\_, A.D. 201\_\_ Personally appeared before me the signers of the foregoing dedication who duly acknowledge to me that they did execute the same.  
My Commission Expires \_\_\_\_\_ A Notary Public Commissioned in Utah  
Notary Address \_\_\_\_\_ Printed Full name of Notary \_\_\_\_\_

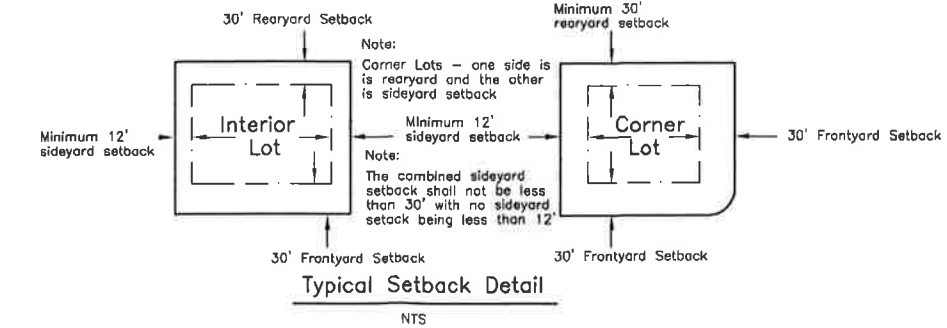
**Acceptance by Legislative Body**  
The \_\_\_\_\_ of \_\_\_\_\_, County of Utah, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other Parcels of Land intended for Public Purposes for the perpetual use of the Public this \_\_\_\_\_ Day \_\_\_\_\_, A.D. 201\_\_  
Approved \_\_\_\_\_ Attest \_\_\_\_\_  
(See Seal Below) (See Seal Below)  
Engineer Clerk-Recorder

**Planning Commission Approval**  
Approved this \_\_\_\_\_ Day of \_\_\_\_\_, A.D. 201\_\_, by the Alpine City Planning Commission  
Director-Secretary \_\_\_\_\_ Chairman, Planning Commission \_\_\_\_\_

**Approval as to Form**  
Approved as to Form this \_\_\_\_\_ Day of \_\_\_\_\_, A.D. 201\_\_  
City Attorney \_\_\_\_\_

**Note:**  
PUE is Public Utility Easement  
DE is Drainage Easement

- Westfield Ditch Restrictions**
- No alteration of the banks and stream bottom
  - No piping or structures over the creek or ditch
  - No dumping of any kind of material
  - No rear yard fencing within 20 twenty feet of the rear property boundary
  - Any exceptions need approval with plans and special permits of the Alpine City which could include special approvals from State of Utah Water Rights for Fort Creek.



**Address Table**

Lot	Address
1	318 West 200 North

Plat "F" - Phase 1  
**WHITBY WOODLANDS PRD**  
SUBDIVISION

ALPINE, SCALE 1" = 40' UTAH COUNTY, UTAH

Surveyor's Seal	Notary Public Seal	City Engineer Seal	Clerk-Recorder Seal
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RECEIVED FEB 14 2014