



ALPINE CITY COUNCIL AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah, will hold a Public Meeting on **Tuesday, August 13, 2024, at 6:00 pm**, at 20 North Main Street which can be viewed on the **Alpine City YouTube Channel**. A direct link to the channel can be found on the home page of the Alpine City website: alpinecity.org. Public comments will be accepted during the Public Comment portion of the meeting.

I. CALL MEETING TO ORDER

- | | |
|---------------------|----------------------------|
| A. Roll Call | Mayor Carla Merrill |
| B. Prayer | Chrissy Hannemann |
| C. Pledge | Brent Rummier |

II. CONSENT CALENDAR

- A. Approve Minutes from the July 30th and August 6th City Council Meetings**
- B. Award Bid for City Hall Roof (award recommendation TBD)**
- C. Approval of Proposal for 300 North Well VFD Conversion – Delco Western: \$33,532.36**
- D. Approval for Purchase of Replacement Motor for the Carlisle Well – Nickerson Company: \$24,721.00**
- E. Resolution R2024-25: Amendment to the Consolidated Fee Schedule – Increase to the Library Reimbursement**
- F. Approval of FY2025 Overlay Contract with Morgan Asphalt: \$878,906.68**

III. PUBLIC COMMENT

IV. REPORTS AND PRESENTATIONS

V. ACTION/ DISCUSSION ITEMS

- A. Ordinance 2024-23: Approval for Re-Zone of Select Properties to the Public Facilities Zone**
- B. Consideration for Approval of a Letter of Intent with the Heritage Arts Foundation for a Sculpture Park within Alpine City**
- C. Approval of Canyon Crest Safety Improvement Plan**
- D. Approval of Design Services for the Alpine City Fire Station Expansion/Remodel**

VI. STAFF REPORTS

VII. COUNCIL COMMUNICATION

- VII. CLOSED MEETING:** Discuss litigation, property acquisition, or the professional character, conduct or competency of personnel

Mayor Carla Merrill
August 9th, 2024

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) 756-6347 x 3.
CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main Alpine, UT. This agenda is also available on our website at alpinecity.org and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html

ALPINE CITY COUNCIL MEETING

July 30, 2024

Mayor Carla Merrill called the meeting to order at 6:00 pm.

I. CALL MEETING TO ORDER

A. Roll Call

Mayor Carla Merrill

The following were present at the anchor location, which constituted a quorum: Brent Rummler, Jessica Smuin, Kelli Law, Chrissy Hannemann, and Jason Thelin.

Staff: Shane Sorensen, Ryan Robinson, Chief Brian Gwilliam, Craig Hall, and DeAnn Parry

Others: Juliette Ensign, Adrienne Williams, Diane Dollahite, Norman Dollahite, Jen Wadsworth, Natalie Fister, Tim Zito, Glenn Judd, Michelle Schirmer, Sheryl DeGroot, AnnMarie Gordon, Monica Law, Michelle Bingham, Cleadonna Bangerter, Ryan Bangerter, Stacy Bateman, Colby Birrell, Will Jones, Gregory Gordon, Tammy Hogan, Dani Hogan, Amber Bonner

B. Prayer

Brent Rummler

C. Pledge

Jessica Smuin

II. CONSENT CALENDAR

A. Approve Minutes from July 9th City Council Meeting

B. Award Main Street Planning Grant to Opticos Design, Inc: \$107,500

C. Sealcoat Final Payment - Holbrook Asphalt: \$90,416.37

D. Sealcoat Final Payment – Morgan Pavement: \$60,800

Shane Sorensen clarified that the city portion of the Main Street Planning project is \$7,500, with the remaining \$100,000 coming from a MAG grant. Work will likely begin in the next couple of weeks.

Motion: Jessica Smuin moved to approve the Consent Calendar as proposed. Brent Rummler seconded the motion. There were 5 yes votes and 0 no votes. The motion passed unanimously.

Yes

No

Excused

Brent Rummler

Jessica Smuin

Kelli Law

Chrissy Hannemann

Jason Thelin

III. PUBLIC COMMENT

Sheryl DeGroot - 168 W. Cascade Avenue, Alpine

Regarding: the Cherry Hill Farms/Burgess Orchards produce stand

Sheryl read a written statement about parking issues that was supported by 14 homeowners in the neighborhood. They believe that the parking lot entrance is narrow and hard to see, so cars park on Bateman Lane and Cascade Avenue. Cars parking on both sides of Bateman Lane turn it into a one-lane street. The property at 491 S. Alpine Highway (on the corner of Bateman Lane), is being purchased by the orchard for an additional parking lot. This will make the problem worse because the two entrances will be across from each other. The neighbors do not like the idea of a parking lot in their neighborhood, as it will be unsightly and noisy. They would like to see the orchard take out more fruit trees to enlarge their parking area. They want the responsibility and burden for solving the parking issues to rest with the orchard and not with the neighborhood.

Juliette Ensign – 144 S. Country Manor Lane, Alpine

Regarding: Alpine Days Parade entry

Juliette invited members of the City Council and staff to participate in the Kindness entry in the parade. The foundation will provide T-shirts for city participants. City Council members and staff may contact Brent Rummler for apparel.

Will Jones - 7 Elk Court, Alpine

Regarding: The scarcity of irrigation water

Will was representing the Alpine Irrigation Company and the farmers in our city. He said that at this time of year it is difficult for crop growers to get enough water. Last week they were asked to cut back 50 percent on evening and nighttime watering. The farmers are asking the reason for the cut back, especially when we had a good water year. They also want to know if the residents are being asked to cut back by 50 percent. Will questioned why the city has not moved ahead with specific projects, such as the Healey Well upgrade, and establishing another water source for the upper zone.

IV. REPORTS AND PRESENTATIONS

There were no reports or presentations.

V. ACTION/ DISCUSSION ITEMS

Mayor Carla Merrill indicated that the second Action Item would be discussed first.

A. Resolution R2024-23: A Resolution Adopting and Promoting a Day of Kindness

The city has been approached by the One Kind Act a Day Foundation with a request to adopt a Day of Kindness resolution.

Brent Rummler, City Council delegate to the Kindness committee, explained that the Day of Kindness has been set by the state legislature as April 12, and the city will coordinate activities with them on that day. However, the kindness initiative will be a perpetual effort in Alpine, with activities held throughout the year. The hope is to also involve the schools so children can participate. Adopting this resolution will show business leaders and our community that the city is in support of the effort.

In addition to Brent, two Kindness committee members, Juliette Ensign and Jen Wadsworth, were in attendance. They will have a booth at Alpine Days, a parade entry, and hope to start a Kindness Corner in the monthly newsletter.

Motion: Brent Rummler moved to approve Resolution R2024-23 Adopting and Promoting a Day of Kindness. Jason Thelin seconded the motion. There were 5 yes votes and 0 no votes. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Brent Rummler		
Jessica Smuin		
Kelli Law		
Chrissy Hannemann		
Jason Thelin		

B. Public Hearing - Creation of a New School District

Shane Sorensen said that the presentation tonight is for sharing facts. Perspectives for and against the proposed split may be accessed by visiting the CentralSchoolDistrict.org website. The public may also submit questions on the website. The city does not take a side in a proposal like this.

The Central School District (CSD) is a temporary name for the proposed school district in northern Utah county. The future school board will select the final name. In April, the Alpine City Council entered into an Interlocal Agreement (ILA) with five other cities (Cedar Hills, Highland, American Fork, Lehi, and a portion of Draper in Utah County). The cities hired LRB Public Finance Advisors to do an analysis and feasibility study on the financial impacts of a new district.

Assumptions of the study:

- The final tax impact would depend on decisions made by the potential new school board.
- The CSD would have a slightly higher taxable value per student compared to the existing Alpine School District.
- Future taxable values will be influenced by actual growth, future development, and property tax changes.
- Future property tax revenues could be impacted by the potential establishment of redevelopment areas.

The study looked at two scenarios to forecast potential expenditures and revenues for the CSD: 1) the percentage of increase in student enrollment, and 2) the percentage of facility costs.

The study found that the CSD is a viable alternative and that property owners could experience less of a future tax burden if they separate from the Alpine School District. This does not mean that there would be no tax increase, but that a tax increase would likely be less than if all the cities remained in the Alpine School District.

Shane Sorensen explained the timeline for 2024:

Apr 29	Six cities voted to create the CSD Interlocal Agreement.
June 18	Public comment period began after a presentation of the feasibility study.
July 2	Each city is required to hold two public hearings during the public comment period. Alpine City's first public hearing was on July 9, and the second is tonight.
Aug 2	Public comment period ends.
Aug 6	City Councils decide if this issue will be on the ballot for November.
Nov 5	If the decision goes to the ballot, voters in the ILA cities will decide if they want to create a new school district.

Shane said that it is important for residents to understand that City Councils will not make administrative decisions about funding, financing, education programs, personnel benefits and compensation, facilities operations and maintenance, etc. These decisions would be made by a future school board elected by voters in the six CSD cities.

If voters approve the new school district in November, this timeline would be followed:

Nov 2025	New school board would be elected
Jan 2026	New board would take office
Feb 2026	Work would commence to initiate the school district split
July 2027	New school board would begin operations

The feasibility study and other information is available on the website at: CentralSchoolDistrict.org.

Residents may email questions or comments to: Contact@CentralSchoolDistrict.org.

The City Council will meet to vote on whether to include the school district split on the November ballot at 12:00 noon next Tuesday, August 6. No commitments are being made at this time about future school board decisions.

Mayor Carla Merrill opened the public hearing
on the Creation of a New School District at 6:23 pm.

Tammy Hogan – 714 E. Hampton Court, Alpine

Tammy is a teacher and likes the Alpine School District, but said the district will likely change in November when the west side forms their own district. She is in support of the Interlocal Agreement (ILA) and the proposed Central School District. Tammy said that the issues facing Pleasant Grove, Orem, and Lindon, are different than what we are dealing with here. She would like our tax dollars to go to our kids, our problems, and our goals. People she has talked with do not seem to understand the issues and are concerned about taxes going up. She hopes the CSD proposal is put on the ballot so people can be educated about the issues.

Michelle Bingham – 9526 Canyon Heights Drive, Cedar Hills

Michelle is a special education teacher in the Jordan School District and is in support of the ILA and letting the citizens vote in November. Currently, there are only seven school board members representing the whole district. She would like to see three districts with 21 total board members. As the parent of an A.L.L. student, she had to fight to save the program this year. Michelle said that if we form the Central School District, we can have more of a say in the special programs that are offered to our children.

Tim Zito – Draper

Tim lives in Draper but teaches special education at eight schools in Alpine, Highland, and Cedar Hills, and his wife is an A.L.L. teacher at Westfield Elementary. They have three children in the Chinese immersion program, so they are very invested in special programs. Tim said that he is not concerned about these programs being eliminated in the proposed CSD because he has met with many parents in the area, and they are fierce advocates of the programs. Tim said that with the new school district the programs will improve, education will improve, and this move will make our schools even better.

Amber Bonner – 10294 Carriage Lane, Cedar Hills

Amber said she was grateful that the state legislature looked at the issues that arose with the Jordan School District split 15 years ago, and that they passed legislation to address those concerns. Amber likes the idea of the CSD because we can use our time, energy, and tax dollars to focus on the needs of our students. Our needs are different from the fast-growing areas out west, or the shrinking student populations in some south-end schools. She encouraged the council to vote to put the measure on the ballot for consideration by the citizens.

AnnMarie Gordon – 198 S. Sequoia Circle, Alpine

AnnMarie said that as the PTA President at Westfield Elementary this year she learned that you cannot do anything creative in a very large district. The three proposed school districts have very different needs. We should address our unique needs with local representation and allow others to address theirs. The A.L.L. program was threatened again at Westfield this year. People may think that special programs are safer in a large district, but that is not the case. A lack of representation creates problems. AnnMarie understands that the City Council is not voting to make the decision tonight and encouraged them to give the citizens a chance to vote in November.

Glenn Judd – 207 W. Canyon Crest Road, Alpine

The Alpine School District has grown tremendously, and this has created differences in educational needs. The west side felt those needs and voted with their own ILA to withdraw from the ASD. Lehi City could have joined them, but they wanted to be with us in the Central District. We have the opportunity to create a new district to meet the needs of our children with local representation. Glenn does not agree with the practice of taking away from one child in order to give special programs to another. State funding for special programs has increased over the years, so it is a concern when programs are being eliminated. We have a rare opportunity to provide the children of Alpine with a better education, controlled locally. Glenn would like the citizens to be able to vote on the issue.

Greg Gordon – 198 S. Sequoia Circle, Alpine

Greg is supportive of the reconfiguration of the district for the following reasons:

- 1) The new district will be well-funded, with more taxable assets than students coming in. Greg's calculations show a 12 percent funding increase per pupil from the start.
- 2) Taxes should stay lower without the major building projects needed in the west, or the other issues and renovations to be dealt with in the south.
- 3) It is often stated that the district survey showed support against dividing the district. But further study shows that the parent survey was in favor of the split, even with 20 percent of respondents being district employees. There is broader support for the split than is often cited.
- 4) Some have said that because this will be a small district, it will be inefficient. There will be 35,000 students at the beginning, with additional growth in the future. It should be within the optimal size for efficiency.
- 5) It would be good to have seven representatives on the school board from this area instead of less than two.
- 6) Some teachers have expressed concern that they may lose jobs or benefits. Greg has not heard from anyone who supports the CSD that they are planning to cut jobs or salaries.

Greg feels that the proposed split is worth putting on the ballot for consideration. It seems like a big win across the board.

Mayor Carla Merrill reminded council members and staff that as city representatives they may not express an official position on the proposal. They are welcome to express personal opinions, but they cannot speak for the city.

VI. STAFF REPORTS

Ryan Robinson reported that the Middle Income Housing report was submitted this week. Mayor Merrill will receive an acceptance letter or a request for changes, and we will forward that to the council. Ryan is willing to answer any questions about the process. Ryan expressed appreciation to everyone who helped with all the work for the Main Street Plan interviews.

This week Ryan will send an email to the council regarding the procedure for the disposal of small slices of city property, typically next to a subdivision. The city gets frequent requests from homeowners to purchase these tiny parcels. Each potential purchase would be handled on a case-by-case basis, but staff would like additional feedback on the process going forward.

Shane Sorensen reminded the council that the next City Council meeting will be Tuesday, August 6, at 12:00 noon. The only action item will be to vote on a resolution to put the Central School District on the November ballot.

The following Tuesday, August 13, will be our regularly scheduled City Council meeting, where we plan to discuss the Public Facilities Zone recommendations from the Planning Commission, the annual Bookmobile agreement, the fire station design services, the LOI for the proposed sculpture garden, and the proposed safety improvements for Canyon Crest Road.

Shane said that we will receive bids for re-roofing City Hall in August, which may include options for specific shingles. We are also working with the street overlay contractor on year two of the project and hope to have those changes finalized soon.

Shane reported that Heidi Smith and the rodeo committee have been working very hard to prepare for Alpine Days.

Shane also gave an update on city wells. A bearing went out in the Carlisle Well, so we are waiting on a bid for a new motor and are hoping to have it in two or three weeks. That well is currently offline.

There was also a problem with the power to the Box Elder booster station which supplies water to that whole area. A family of mice got into the alternator, which shorted it out. Chief Gwilliam had officers knocking on doors in the middle of the night to ask people to shut off their sprinklers in order to save water for indoor use. The residents were very patient. The Box Elder booster station is limping along with a workaround while it is being repaired.

The Healey Well also has issues, especially with the communication of the electronics. The facility is over 20 years old, so that may be part of the problem. We currently cannot run the Healey Well and receive CUP water at the same time. Future improvements could make it so we can use both sources of water simultaneously.

A related project on our Master Plan is to increase pipe sizes along Canyon Crest Road. The MAG funding will not pay for the new pipes but will help with road improvements. The pipes need to be in place before the asphalt so the road can be laid well. The project may be designed in 2026 and built in 2027. Because we will not be able to pay for the entire project with our fund balance, the council will need to make some decisions.

Mayor Carla Merrill said that the City Council will need to discuss bonding for this project.

VII. COUNCIL COMMUNICATION

Jessica Smuin reported that she, Mayor Merrill, and Ryan Robinson met with a grant planning specialist, Emily Meadows, from the Department of Outdoor Recreation. They toured some of the projects the Department has funded and discussed goals for future trails. Emily is excited to work with our city

Jessica reminded the council that the senior dinner for Alpine Days is next Tuesday, August 6, at 5:00 pm at the North Stake Center. Council members are invited to serve food and visit with the residents.

Jessica said that 2025 will be Alpine's 175th birthday. We should consider how we would like to celebrate.

Kelli Law reported the Cody and Shelly Smith are working hard to prepare for the rodeo, and the bleacher improvements have been postponed until next year. Because the road layout has changed, Kelli will have signs prepared for directing traffic.

Chrissy Hannemann said that there will be a revised LOI for the proposed sculpture garden at an August City Council meeting.

Chrissy mentioned the finance intern who is helping with Alpine Days. They have been working together on a citizen's budget, but it is on hold right now while we wait for the final budget numbers from FY2024.

Chrissy also proposed an idea from her service on the school board. They established a Buildings and Grounds Committee who worked through many of the details before a proposal was presented to the board. In the near future, Alpine will need to consider the Public Facilities Zone, the 100 South property, the fire station construction, the sculpture garden, and the Arnold Patrick home. We may want to consider a committee to work on details associated with these projects before they are presented to the council.

Chrissy said that we are planning for Alpine Days next week, but soon after that (September 4 and 5) is the ULCT training in Salt Lake City.

Ryan Robinson explained that if council members sign up for Friday Facts, they will get emails with registration details and other pertinent information.

Chrissy asked about the fruit stand parking situation and how we should move forward to respond to the public concerns.

Shane Sorensen explained that after previous council discussion, decisions about installing signs or a red curb were delayed until after the stand was in operation. The city did not want to enact permanent measures that might create more problems. The original Conditional Use Permit did not include language about those issues.

Shane further explained that he and Ryan Robinson are working with the owner and manager of the orchard to find a solution for off-street parking. Shane feels that the orchard management has made a sincere effort to remedy the parking problems, with signs and posts on social media. The employees are parking in the orchard rows to help make more parking spaces available for the public. Shane and Ryan will meet with attorney Steve Doxey next week to discuss the proposal for creating a parking lot across the street at 491 S. Alpine Highway. The concept plan shows 30 new parking spaces.

Shane said that when the city needs to paint a curb red, typically the Public Works department just takes care of it. If the situation is controversial, he will bring it to the City Council.

Mayor Carla Merrill asked the council if they want to include or exclude church buildings in the proposed Public Facilities Zone (PFZ).

Brent Rummler did not want to include churches.

Jessica Smuin wanted to include the two churches that are in our corridor and the Gateway Historic District (GHD).

Kelli Law did not want to include churches.

Chrissy agreed with the Planning Commission that we should not include churches.
Jason Thelin wanted to include the two churches that Jessica Smuin mentioned.

Jessica Smuin said that the Planning Commission decision was based largely on their belief that we would be in violation of the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) if we include churches. She does not think that RLUIPA applies to our GHD. If we want to protect our GHD, Jessica would like legal advice and actual information.

RLUIPA reference included for context:

Protection against substantial burdens on religious exercise:

RLUIPA prohibits the implementation of any land use regulations that imposes a "substantial burden" on the religious exercise of a person or religious assembly or institution except where justified by a "compelling governmental interest" that the government pursues in the least restrict way possible. 42 U.S.C. 2000cc(a)

Mayor Merrill said that she agrees with removing churches from the proposed PFZ. Other cities are moving away from including churches, and she does not want to incur the expense of legal research if it is not necessary. The mayor's understanding is that if we include even two churches, we would also have to include other quasi-public entities that are not funded by tax payer dollars, like the Alpine Arts Center. The GHD is already protected with existing guidelines, and these will be refined even more during the Opticos study on Main Street.

Ryan Robinson added that in larger cities like Provo and Eagle Mountain, they have many more quasi-public facilities in their boundaries (like hospitals and museums), than we do. This is an important distinction so that a city is not singling out churches.

Brent Rummler commented that whenever a zoning restriction is enacted, it reduces the value of the property. Ryan Wallace, the LDS Church attorney, said at the second Planning Commission public hearing that if the Church is forced to challenge the PFZ, they will do so because it significantly devalues the property.

Chrissy Hannemann said that she trusts the process we have followed, with two Planning Commission meetings, public hearings, and the input of attorneys. The conclusion of the Planning Commission was to identify properties that fall into the Public Facilities Zone.

Mayor Carla Merrill wondered if the Burgess Orchard management would consider planting trees on the new property and removing some older trees in the existing orchard for parking. We might want to look at other options in addition to a quick fix for parking.

For the city's 175th anniversary, we could consider a new Dowdle puzzle that would be sold to the residents. We would need to sell about 2,500 units to break even, and we have approximately that many homes. We would need to act within the next two or three months so the puzzle could be ready for Alpine Days. The mayor welcomed additional ideas from the council.

Motion: Kelli Law moved to adjourn the meeting. Chrissy Hannemann seconded the motion. There were 5 yes votes and 0 no votes. The motion passed unanimously.

Yes

Brent Rummler
Jessica Smuin
Kelli Law
Chrissy Hannemann
Jason Thelin

No

Excused

The meeting was adjourned at 7:20 pm.

DRAFT

ALPINE SPECIAL CITY COUNCIL MEETING

August 6, 2024

Mayor Carla Merrill called the meeting to order at 12:04 pm.

I. CALL MEETING TO ORDER

A. Roll Call

Mayor Carla Merrill

The following were present at the anchor location, which constituted a quorum: Jessica Smuin, Kelli Law, Chrissy Hannemann, and Jason Thelin. Brent Rummmler was excused.

Staff: Shane Sorensen, Ryan Robinson, Steve Doxey, Heidi Smith, DeAnn Parry

Others: Glenn Judd, and various members of the media

B. Prayer

Kelli Law

C. Pledge

Jason Thelin

II. ACTION/ DISCUSSION ITEMS

A. Resolution No. R2024-24 – A Resolution of the Alpine City Council Approving the Request Proposing the Creation of a New School District and Authorizing the City Recorder to so Notify the Utah County Commission and the Utah County Clerk

City Administrator Shane Sorensen explained that on April 29, 2024, the City Council met to consider information from a study commissioned by the Alpine School District (ASD) on possible options for dividing the ASD into two or more districts. The City Council also considered and approved an interlocal agreement to propose the creation of a new school district among the central northern Utah County cities of Alpine, Lehi, Highland, American Fork, Cedar Hills, and the portion of Draper within Utah County.

On April 30, 2024, the central cities filed a proposal, signed by each city, to create a new school district. This proposal does not mean that the decision has been made to create a new school district, but simply starts the process of getting the issue on the ballot for a vote. At the present time, the proposed district is being called the “Central School District.”

The central cities hired LRB Financial Advisors to perform a feasibility analysis. This analysis was presented to the six central cities in a special joint City Council meeting on June 18, 2024, at Highland City. After presenting and discussing the supporting data, LRB said that the creation of the Central School District was financially viable. The following conclusions were provided at the end of the report:

In conclusion, based on this analysis, we are of the opinion that the new school district is a viable alternative to the existing school district, providing the following benefits:

- *Potential tax savings relative to ASD.*
- *The opportunity for more localized control.*
- *Allow Central District greater control to meet the needs of students in the new district.*

Before a new school district may be created, there are many steps that must be followed. Each city held two public hearings over the last 45 days. Public comment was also received through the website. The next step is for each City Council to vote in favor of placing the measure on the ballot. If approved by all the ILA cities, the measure will go on the ballot for November. The City Council is not making the decision to split the district but is giving the residents the opportunity to vote in the election. We are here today to consider the resolution.

Chrissy Hannemann said that in anticipation of this historic day, she did some research into how the current Alpine School District was originally formed. In 1911, the state legislature consolidated small school districts to combine resources to better meet the demands of the growing education system. In 1915, the Alpine School District was formed with close to 5,000 students.

In 2002 new legislation allowed school board members to be increased from five to seven. Chrissy was elected to the School Board that year, and there were 51,000 students. Now, in 2024, we have 84,000 students, with the board still limited to seven members.

Chrissy said that this is pivotal time, like in 1915 when the ASD was formed and in 2003 when board representation was expanded. This is an important issue for citizens to decide. The City Council has heard a lot of public comment, but in the end, this is not our decision. It is up to the people to decide how they want to form a district and determine representation. Chrissy said that school district issues are not typically part of staff assignments, but they have done well in presenting the facts. Much work has gone into the studies and there are many issues to consider.

Mayor Carla Merrill reminded the council that we are having this meeting at noon because the city is in the middle of our Alpine Days celebration. Our Senior Dinner will be held this evening at 5:00, and most of the council is planning to attend and serve there. The council is voting only to put the measure on the ballot, and then the people will decide in November. Most public comments have been in support of the measure.

Motion: Kelli Law moved to approve Resolution No. R2024-24 - A Resolution of the Alpine City Council Approving the Request Proposing the Creation of a New School District and Authorizing the City Recorder to so Notify the Utah County Commission and the Utah County Clerk. Jessica Smuin seconded the motion. There were 4 yes votes and 0 no votes, with 1 excused, as recorded below. The motion passed.

Yes

Jessica Smuin
Kelli Law
Chrissy Hannemann
Jason Thelin

No**Excused**

Brent Rummler

Motion: Jason Thelin moved to adjourn the meeting. Chrissy Hannemann seconded the motion. There were 4 yes votes and 0 no votes, with 1 excused, as recorded below. The motion passed.

Yes

Jessica Smuin
Kelli Law
Chrissy Hannemann
Jason Thelin

No**Excused**

Brent Rummler

The meeting ended at 12:15 pm.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Award Bid for City Hall Rood Replacement

FOR CONSIDERATION ON: August 13, 2024

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Consider approval of bid to replace the roof on city hall.

BACKGROUND INFORMATION:

Bids were received August 8 for replacing the aging roof on city hall. Staff is currently reviewing bids and checking references. A recommendation for award will be sent out prior to the city council meeting.

STAFF RECOMMENDATION:

Consider approval of bid to replace the roof on city hall.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of Proposal for 300 North Well VFD Conversion

FOR CONSIDERATION ON: 13 August 2024

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approve the proposal for the 300 North Well VFD Conversion.

BACKGROUND INFORMATION:

The City has done work over the last few years in an attempt to rehabilitate the 300 North Well, including significant well development work. After the development work the well was able to be pumped for approximately a year and then the well started experiencing drawdown issues where the pump was pumping more than the aquifer could handle. Between this issue and the well producing some sand, the pump was damaged beyond repair.

After discussing various options, we are recommending that the motor be converted to a variable frequency drive (VFD). The VFD will provide various options and protections for the pump. With a VFD, there can be settings where the motor will ramp up and down to allow the pump to pump at varying flow rates. It also provides the ability to automatically adjust the flow rate to maintain a certain water level in the aquifer. A proposal was provided by Delco Western for the VFD in the amount of \$33,532.36 (see attached proposal).

The next step will be to purchase and install a new pump in the well. This well is an important part of the pressurized irrigation system since it is one of only a few source options in the middle zone.

STAFF RECOMMENDATION:

Approve the proposal to install a VFD conversion in the 300 North Well.



Delco Western

2559 Decker Lake Lane
Salt Lake City, UT 84119-2023
Phone Fax
bmcgee@delcowestern.com

Quote

ORDER #: Q-00388
ORDER DATE: 08/05/2024
SHIP DATE: 09/04/2024

BILL Alpine City
TO: 20 N Main
Alpine, UT 84004

SHIP Alpine City
TO: 20 N Main
Alpine, UT 84004

CUSTOMER PO #	SHIPPING METHOD	PAYMENT TERMS	SHIP DATE
Verbal	Will Call	Net 30 Days	09/04/2024

ITEM #	DESCRIPTION	QTY	NOTES	UNIT PRICE	AMOUNT
NonStock	Danfoss P/N:134G7181, VLT® AQUA Drive FC-202, (N160) 160 KW / 250 HP, Three phase 380 - 480 VAC, (E54) IP54 / Type 12, RFI Filter, No brake chopper, Graphical Loc. Cont. Panel, Coated PCB, Mains Disconnect + Fuse Latest release std. SW., Frame: D5H, No C1, option, No D option, No A Option, No B Option.	1		\$18,358.20	\$18,358.20
91INBOUND	Incoming Freight	1		\$198.16	\$198.16
NonStock	TCI (HSD0250AW31000) 250 HP, 321 Amps, 480v UL Type 3R w/ Contactor.	1		\$14,726.00	\$14,726.00
91INBOUND	Incoming Freight (Estimate)	1		\$250.00	\$250.00
99MAT	Order taken by Mat Player	1		\$0.00	\$0.00
99MARCUS	Order taken by Marcus Cooper	1		\$0.00	\$0.00
				Subtotal	\$33,532.36
				Sales Tax	\$0.00
				Total	\$33,532.36

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval for the Purchase of a Replacement Motor for the Carlisle Well

FOR CONSIDERATION ON: 13 August 2024

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approve the purchase of a replacement motor for the Carlisle Well.

BACKGROUND INFORMATION:

The City recently experienced some issues with the motor on the Carlisle Well. Nickerson Company was hired to pull the motor and assess its condition. After an assessment of the motor, it was recommended to be replaced. Nickerson Company provided a quote in the amount of \$24,721 for a new motor. There is a 2-3 week lead time to obtain the motor.

STAFF RECOMMENDATION:

Approve the proposal for a new motor for the Carlisle Well.

NICKERSON COMPANY, INC. WARRANTY, TERMS AND CONDITIONS OF SALE.

PURCHASER: _____ P.O.# _____

DESCRIPTION _____

All orders shall be made out to Nickerson Company, Inc. at P.O. Box 25425, Salt Lake City, Utah 84125 and shall be subject to acceptance by Nickerson Company, Inc.

1. **CONSTRUCTION AND LEGAL EFFECT.** Our sale to you will be solely upon the terms and conditions set forth herein. They supersede and reject any conflicting terms and conditions of yours, any statement in yours to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you; we shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer. No representation of any kind has been made by us except as set forth herein; this agreement conclusively supersedes all prior writings and negotiations with respect thereto and we will furnish only the quantities and items specifically listed on the face hereof; we assume no responsibility for furnishing other equipment or material shown in any plans and/or specification for a project to which the goods ordered herein pertain. Any action for breach of contract must be commenced within one year after the cause of action has accrued. Our quoted prices, discounts, terms and conditions are subject to change without notice.

2. **PRICES.** Unless otherwise noted on the face hereof, prices are net F.O.B. Point of Origin. Service time of a factory-trained service man is not included and may be charged extra. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold will be added to billing unless you provide us with an appropriate exemption certificate.

3. **DEFECTIVE EQUIPMENT AND LIMITATION OF WARRANTIES.** Providing purchaser notifies us promptly, if within one year from date of shipment equipment sold by Nickerson Company, Inc. fails to function properly under normal, proper and rated use and service because of defects in material or workmanship demonstrated to our satisfaction to have existed at the time of delivery, the company reserving the right to either inspect them in your hands or request their return to us will at our option repair or replace at our expense F.O.B. our Salt Lake City plant, or give you proper credit for such equipment or parts determined by us to be defective, if returned transportation prepaid by purchaser. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to you by anyone except our authorized employees, and the company will not be liable in any event for alterations or repairs except those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the company shall in no event be liable in this respect. The equipment or parts manufactured by others but furnished by us will be repaired or replaced only to the extent of the original manufacturer's guarantee. Our obligations and liabilities hereunder shall not be enforceable until such equipment has been fully paid for. Purchaser agrees that if the products sold hereunder are resold by purchaser, he will include in the contract for resale, provisions which limit recoveries against us in accordance with this section. In case of our failure to fulfill any performance representation, it is agreed that we may at our option remove and reclaim the equipment covered by this agreement at our own expense and discharge all liability by repayment to the purchaser of all sums received on account of the purchase price. (The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, or merchantability or fitness for a particular purpose or otherwise, express or implied by connection with the sale or furnishing of goods or parts, their design, suitability for use, installation or operation.) We will in no event be liable for any direct, indirect, special or consequential damages or delay resulting from any defect whatsoever, and our liability under no circumstances will exceed the contract price for the goods for which liability is claimed.

4. **DELIVERY.** Delivery, shipment and installation dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of complete technical data and approved drawings as such may be necessary. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control or causes designated Acts of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer.

5. **OPERATING CONDITIONS AND ACCEPTANCE.** Recommendations and quotations are made upon the basis of operating conditions specified by the Purchaser. If actual conditions are different than those specified and performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all expenses incurred in, and reasonable profit for, performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all changes in the equipment required to accommodate such conditions, and we reserve the right to cancel this order and Purchaser shall reimburse us for all costs and expenses incurred in, and reasonable profit for, performance hereunder. We reserve the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart issued by Nickerson Co. are descriptive only and are not warranties or representations; Nickerson Co. will certify to a rated capacity in any particular product upon request. Capacity head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature not over 85° F. Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these.

6. **SHIPPING.** Unless you specify otherwise in writing, (a) goods will be boxed or crated as we may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at our discretion, and may be insured at your expense, value to be stated at order price. On all shipment F.O.B. our plant, delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss of damage in transit must be entered with the carrier and prosecuted by you. Acceptance of material from a common carrier constitutes a waiver of any claims against us for delay or damage or loss.

7. **CANCELLATION AND RETURNED EQUIPMENT.** Orders may be cancelled only with our written consent and upon payment or reasonable and proper cancellation charges. Goods may be returned only when specifically authorized and you will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any outgoing and incoming transportation costs which we pay.

8. **CREDIT AND PAYMENT.** Payment for products shall be 30 days net. Pro-rata payments shall become due with partial shipments. A late charge of 2 percent per month or the maximum permitted by law, which ever is less, will be imposed on all past due invoices. We reserve the right at any time to alter, suspend, credit, or to change credit terms provided herein, when in our sale opinion your financial condition so warrants. In such case, in addition to any other remedies herein or by law provided. Failure to pay invoices at maturity date at our election makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled, and we may terminate this agreement. Acceptance by us of less than full payment shall not be a waiver of any of our rights. You represent by sending each purchase order to us that you are not insolvent as that term is defined in applicable state or federal statutes. In the event you become insolvent before delivery of any products purchased hereunder, you will notify us in writing. A failure to notify us of insolvency at the time of delivery shall be construed as a reaffirmation of your solvency at that time. Irrespective of whether the products purchased hereunder are delivered directly to you, or to a customer of yours, and irrespective of the size of shipment, we shall have the right to withhold or reclaim goods under the applicable state and federal statutes. Where you are responsible for any delay in shipment the date of completion of goods may be treated by us as the date of shipment for purposes of payment. Completed goods shall be held at your cost and risk and we shall have the right to bill you for reasonable storage and insurance expenses. Regardless of price quoted, all orders will be invoiced in the minimum amount of \$50.00 net.

9. **INSPECTION.** Inspection of goods in our plant by you or your representative will be permitted insofar as this does not unduly interfere with our workflow, provided that complete details of the inspection you desire are submitted to us in writing in advance.

10. **RECORDS, AUDITS AND PROPRIETARY DATA.** Unless otherwise specifically agreed in writing signed by an authorized officer, neither you nor any representative of yours, nor any other person, shall have any right to examine or audit our cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which we, in our sale discretion, may consider in whole or part proprietary to ourselves.

The undersigned accepts this quotation and agrees to the warranty terms and conditions printed on this sheet, and acknowledges that he and, or she is bound thereby and it is fully understood and agreed that ownership, title and right of unrestricted repossession of property, shall remain with the Nickerson Company, Inc., until paid for in full. The signers hereof agree that if any default of this contract occurs, they will return all above merchandise in good order upon demand, and all payments previously made are to be forfeited for rental and use thereof, plus an additional sum for any legal or attorney fees incurred in the enforcement of above provisions.

SIGNED _____ TITLE _____ DATE _____
Please sign and return to Nickerson Co. with order.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution R2024-25: Update to the Consolidated Fee Schedule – Increase in the Library Reimbursement

FOR CONSIDERATION ON: August 13, 2024

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review and Approve Resolution R2024-25 amending the consolidated fee schedule for increasing the library reimbursement.

BACKGROUND INFORMATION:

When the City Council approved the FY2025 budget, funds were appropriated to increase the library reimbursement from \$40 to \$50. Upon review of the consolidated fee schedule, it was determined that the library reimbursement that has been offered in the past was not included on the schedule. The consolidated fee schedule is being updated to reflect the reimbursement amount.

STAFF RECOMMENDATION:

Review and approve Resolution R2024-25 adopting the consolidated fee schedule with additions as outlined above.

ALPINE
RESOLUTION No. 2024-25
A RESOLUTION ADOPTING THE AMENDED CONSOLIDATED FEE SCHEDULE FOR 2024

WHEREAS, the City of Alpine (the “City”) has previously adopted by resolution the fee schedule in accordance with the requirements of the state statute; and

WHEREAS, the city administrator has prepared and filed with the City Council a proposed revised fee schedule for consideration by the City; and

WHEREAS, the City determined that amending the proposed fee schedule is in the best interest of the health, safety, and financial welfare of the City; and

WHEREAS, on August 13, 2024, the proposed amended fee schedule was duly noticed as an agenda item for the consideration and action of the City Council; and

WHEREAS, public comment was received concerning the additions to the previously adopted fee schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Alpine City as follows:

The revised fee schedule attached hereto as *Exhibit A* and made a part of this Resolution is hereby-adopted effective August 13, 2024.

SIGNED, EXECUTED AND RECORDED in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 13th day of August 2024.

ALPINE CITY COUNCIL

By: _____
Carla Merrill, Mayor

[SEAL]

VOTING:

Jason Thelin	Yea	___	Nay	___	Absent	___
Jessica Smuin	Yea	___	Nay	___	Absent	___
Kelli Law	Yea	___	Nay	___	Absent	___
Chrissy Hannemann	Yea	___	Nay	___	Absent	___
Brent Rummler	Yea	___	Nay	___	Absent	___

ATTEST:

DeAnn Parry
City Recorder

DEPOSITED in the office of the City Recorder this 13th day of August 2024.

RECORDED this 13th day of August 2024.

EXHIBIT A

Consolidated Fee Schedule

EXHIBIT A

ALPINE CITY CONSOLIDATED FEE SCHEDULE

August 13, 2024

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

A. CITY RECORDER:

1. Compiling records in a form other than that maintained by the City.

Actual cost and expense for employee time or time of any other person hired and supplies and equipment. Minimum charge of \$10 per request.

2. Copy of record

\$0.50/printed page

3. Certification of record

\$1.00/certification

4. Postage

Actual cost to City

5. Other costs allowed by law

Actual cost to City

6. Miscellaneous copying (per printed page)

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

7. Electronic copies of minutes of meetings

Actual cost to City

8. Maps (color copies)

8.5 x 11	\$2.50
11 x17	\$5.00
24 x 36	\$18.00
36 x 48	\$30.00

9. Maps with aerial photos

8.5 x 11	\$5.00
11 x17	\$10.00
24 x 36	\$32.00

10. Library Reimburesement

\$50

B. BUILDING PERMITS AND INSPECTIONS:

1. Applications:

- | | |
|--|---------|
| a. New Homes/Commercial Buildings | \$1,000 |
| b. Construction jobs exceeding a value of \$50,000 | \$250 |
| c. Fee for all other Building Permit Applications | \$25 |
| d. Retaining Walls | \$300 |

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

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

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

- | | |
|---|--|
| 3. Minimum fees for issuance of individual permits including, but not limited to, meter upgrades, A/C, furnace, water heaters, etc. | Actual cost of inspection |
| 4. One percent surcharge per building permit (Utah Code): | |
| a. 80 percent submitted to Utah State Government, | |
| b. 20 percent retained by City for administration of State collection. | |
| 5. Buildings of unusual design, excessive magnitude, or potentially hazardous exposures may, when deemed necessary by the Building Official, warrant an independent review by a design professional chosen by the Chief Building Official. The cost of this review may be assessed in addition to the building permit fee set forth in item #1 above. | |
| 6. Special Inspections | Actual cost to City |
| 7. Re-inspection Fee | Actual cost to City |
| 8. Retaining Wall Design Review Fee | \$135/hr + mileage at current IRS rate |

C. BUSINESS LICENSES:

- | | |
|---|--|
| 1. Home Occupations | \$50 + \$25 for one non-family employee |
| 2. Home Occupations (no impact) | No Fee |
| 3. Commercial | \$50 + \$25 for each employee (max of \$400) |
| 4. Late Charge after 3/01 of each year | Double the base fee |
| 5. Canvasser, Solicitors, and Other Itinerant Merchants Application Fee | \$25 |
| 6. Accessory Apartment Permit | \$50 registration and annual fee |

D. ORDINANCE ENFORCEMENT:

- | | |
|---|--|
| 1. Abatement of injurious and noxious real property and unsightly or deleterious objects or structures. | Actual cost of abatement plus 20% of actual cost |
| 2. Code Compliance Fee | \$100 per violation per day
\$200 after 60 days
\$300 after 120 days |

E. PLANNING AND ZONING:

- | | |
|---------------------------|-------|
| 1. General Plan Amendment | \$350 |
| 2. Zone Change | \$350 |

3.	Appeal Authority	\$750	
4.	Variance	\$500	
5.	Conditional Use	\$250	
6.	Subdivisions		
	a. Plat Amendment Fee	\$250	
	b. Concept Plan Review Fee	\$100 + \$20 per lot + actual cost of City Engineer's review	
	c. Preliminary Plan Fee	\$100 + \$90 per lot + actual cost of City Engineer's review	
	d. Final Plat Fee	\$100 + \$90 per lot + actual cost of City Engineer's review	
	e. Preliminary Plan Reinstatement/Extension Fee	\$100	
	f. Final Plat Reinstatement/Extension Fee	\$100	
	g. Recording Fee	\$50 per sheet + \$2 per lot	
	h. Inspection Fee	\$418 per lot	
	i. Subdivision & Building Bonds		
	(1) Performance and Guarantee	120% escrow in bank or cash bond, letters of credit are not allowed	
	(2) Infrastructure Protection	\$2,500 cash bond	
		\$5,000 cash bond for corner lots or regular lots with more than 150 feet of frontage	
	(3) Open Space Cash Bond	\$2,500 minimum or as determined by City Engineer	
	j. Storm Water Pollution Prevention Plan (SWPPP) Cash Bonds		
	(1) New Home	\$2,000	
	(2) Subdivision	\$200 per lot or \$2,000 minimum	
	(3) Other	As determined by City Engineer	
7.	Publications	Electronic	Hard Copy
	a. General Plan	\$15	\$10
	b. Subdivision Ordinance	\$15	\$30
	c. Zoning Ordinance	\$15	\$30
8.	Site Plan Review Fee		
	a. Residential (not in approved subdivision)	\$150 + actual cost of engineering review	
	b. Commercial	\$250 + actual cost of engineering review	
9.	Lot Line Adjustment	\$125	
10.	Annexation		
	a. Application Fee	\$800	
	b. Plat Review Fee	\$200	

c. Annexation Study Fee	Actual cost
11. Sign Permits	
a. Application Fee	\$25
b. Inspection Fee	Actual cost
Application fee shall not apply to temporary non-profit signs	
12. Utah County Surveyor Plat Review Fee	\$125
13. Preservation Coat	\$0.30 per square feet of asphalt area
14. Street Light Connection Fee	\$150 per light
15. Credit Card Payments will only be accepted for total payments not exceeding \$1,000	
16. Film Permit	
a. Permit Fee	\$225
b. Deposit	\$1,000

F. PUBLIC WORKS:

1. Streets	
a. Street Dedication or Vacation	\$300
b. Street Name Change Application	\$100
c. New Street Sign for Name Change Application	\$75 per sign
2. Concrete Inspection Permits	
a. Curb and Gutter	\$35
b. Sidewalk	\$35
3. Excavation Permits, Asphalt/Concrete Cuts/ Unimproved Surface	
a. Excavation Bond	\$4,000
b. Minimum fee for cuts in paved surfaces more than 3 years old	\$300 + \$1.50 per square foot
c. Minimum fee for cuts in paved surfaces less than 3 years old	\$300 + \$3.00 per square foot
4. Land Disturbance Permit	\$300
5. Culinary Water Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator.):	
a. Box Elder and those portions of Willow Canyon and any other areas of the City that cannot be served by pressurized irrigation:	

Amount Used	Rate
0 to 8,000 gallons per month (base rate) + meter fee	\$17.00
Each 1,000 gallons over 8,000 gallons to 60,000 gallons per month	\$0.90
Each 1,000 gallons over 60,000 gallons to 175,000 gallons per month	\$1.40
Each 1,000 gallons over 175,000 gallons per month	\$2.80

b. All other users:

Amount Used	Rate
0 to 8,000 gallons per month (base rate) + meter fee	\$17.00
Each 1,000 gallons over 8,000 gallons to 10,000 gallons per month	\$2.00
Each 1,000 gallons over 10,000 gallons to 12,000 gallons per month	\$3.00
Each 1,000 gallons over 12,000 gallons per month	\$4.00

6. Culinary Water Meter Connection Fee (In addition to Impact Fee)

Minimum Lot Size Requirements	Meter Size	Fee
Residential or commercial use	3/4"	\$450
Residential or commercial use	1"	\$600
As justified by engineering requirements	1.5"	\$900
As justified by engineering requirements	2"	\$1,250

7. Pressurized Irrigation Connection Fee (In addition to Impact Fee)

Required for older services that are unable to accept a meter

Description	Meter Size	Fee
1" Service, only requires meter adapter parts	1"	\$50
1" Service, requires reconstruction	1"	\$600
1.5" Service, requires reconstruction	1.5"	\$900
2" Service, requires reconstruction	2"	\$1,250
Other	-	Actual cost of parts and labor

8. Pressurized Irrigation Meter Connection Fee (in addition to Impact Fee and Pressurized Irrigation Connection Fee, if applicable)

Description	Meter Size	Fee
1" Meter installation with provisions for meter	1"	\$500
1.5" Meter installation with provisions for meter	1.5"	\$1,000
2" Meter installation with provisions for meter	2"	\$1,300
Other	-	Actual cost of parts and labor

9. Pressurized Irrigation Rates (Temporary disconnection is not permitted unless authorized by the Alpine City Administrator. See example calculation in Appendix C):

Users	Rate
All Users - meter fee	\$1.00
Residential, Commercial, Church and School Users	Base Rate + Usage Rate = Total Bill (see Base Rate and Usage Rates below)
Residential shareholders in Alpine Irrigation Co.	\$0.000662 per square foot per month
Agricultural shareholder in Alpine Irrigation Co.	\$1.23 per acre per month
Excess Share Credit	\$5.36 per share per month

- a. 2024 Pressurized Irrigation Base Rate Calculation = \$41.20 per acre per month
- b. 2024 Pressurized Irrigation Usage Rate Calculation= Cost is calculated through a tiered rate structure based on an allocation of water for the size and type of property, gallons used and which month the water is used. Tiered rates, allocation amounts and allocations by month are all shown below:

Tiered Rates	
Tier	Cost/1,000 gallons
1	\$0.125
2	\$0.357
3	\$0.446
4	\$0.713
5	\$1.070
6	\$1.355
Allocation Amounts*	
Use	Allocation (gallons/acre)
Residential	118,175
Commercial	36,930
Churches	64,627
Schools	97,864
*Allocation amounts fluctuate by month to account for seasonal water needs as follows:	
Month	Percentage of Gallons Allowed by Tier
April/October	34%
May/June/September	92%
July/August	129%
(See example calculations in Appendix C)	

Monthly Gallons Allowed per Acre for Each Tier					
Use	Tier	% Allocation Allowed	April / October	May/June/ September	July/August
Residential	1	0-75%	30,000	81,750	114,000
	2	75-100%	10,000	27,250	38,000
	3	100-150%	20,000	54,500	76,000
	4	150-200%	20,000	54,500	76,000
	5	200-250%	20,000	54,500	76,000
	6	250%+	Unlimited	Unlimited	Unlimited
Commercial	1	0-75%	9,375	25,547	35,625
	2	75-100%	3,125	8,516	11,875
	3	100-150%	6,250	17,031	23,750

	4	150-200%	6,250	17,031	23,750
	5	200-250%	6,250	17,031	23,750
	6	250%+	Unlimited	Unlimited	Unlimited
Churches	1	0-75%	16,406	44,707	62,344
	2	75-100%	5,469	14,902	20,781
	3	100-150%	10,938	29,805	41,563
	4	150-200%	10,938	29,805	41,563
	5	200-250%	10,938	29,805	41,563
	6	250%+	Unlimited	Unlimited	Unlimited
Schools	1	0-75%	24,844	67,699	94,406
	2	75-100%	8,281	22,566	31,469
	3	100-150%	16,563	45,133	62,938
	4	150-200%	16,563	45,133	62,938
	5	200-250%	16,563	45,133	62,938
	6	250%+	Unlimited	Unlimited	Unlimited

10. Other Utility Fees and Rates

- a. Deposit of \$100 refunded after one year of prompt payment \$100 deposit
- b. Transfer of service \$25
- c. Delinquent and Disconnect/Reconnect
 - (1) First time annually: \$70 + 10% penalty (the \$70 + 10% will be waived if the customer signs up for automatic bill pay by credit card through Xpress Bill Pay)
 - (2) Subsequent times \$45 + 10% penalty
- d. Utility tampering fee \$299
- e. Fees for Damage to Culinary Water Meter Components:
 - (1) Endpoint \$175
 - (2) Meter Can Lid \$50
 - (3) Meter Can Ring \$90
 - (4) Other Components at cost
- f. Fees for Damage to Pressurized Irrigation Meter Components:
 - (1) Endpoint \$175
 - (2) Complete Box for 1" Meter (includes lid) \$200
 - (3) Complete Box for 1.5" & 2" Meter (includes lid) \$550
 - (4) Lid for 1" Meter \$55
 - (5) Lid for 1.5" and 2" Meter \$200
 - (6) Other Components at cost

11. Water Management Plan Violation Fees:

- a. 1st Violation: Written warning
- b. 2nd Violation: Service will be locked with \$50 fee required to have lock removed.
- c. 3rd and Subsequent Violations: Service will be locked with \$200 fee required to have lock removed

12. Sewer Connection Fee

\$125

13. Sewer Usage Rate

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

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

- b. Timpanogas Service District Surcharge: \$7/utility account per month

14. Storm Drain Usage Rate

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

15. Infrastructure Protection Violation \$300

16. Monthly Residential Waste

- | | |
|--|---------|
| a. Collection Fee (1st unit) | \$11.50 |
| b. Collection Fee each additional unit | \$6.40 |
| c. Recycling (1st unit) | \$6.25 |
| d. Recycling each additional unit | \$6.25 |

17. Transfer of Utility Service \$25

G. PARKS:

- | | |
|--|----------------|
| 1. Resident General City Park Reservation | \$25 use fee |
| 2. Non-resident General City Park Reservation
(Parks other than Creekside Park) | \$75 use fee |
| 3. Non-resident Creekside Park Reservation | \$100 use fee |
| 4. Sports use of City Parks | |
| a. Rugby, Soccer, Football, Baseball, etc. | \$2 per player |
| b. Outside Leagues | \$10 per game |
| 5. Mass Gathering Event Application Fee | |
| a. Residents | \$150 |
| b. Non-resident | \$300 |
| c. Business Entities | \$2,500 |
| 6. Lambert Park | |

- a. Event - Resident \$25 + \$150 deposit
 - b. Event - Non-resident \$75 + \$150 deposit
 - c. Races in Lambert Park \$500 + mass gathering fee and deposit
7. Rodeo Grounds
- a. Event - Resident \$25 + \$150 deposit
 - b. Event - Non-resident \$75 + \$150 deposit

H. IMPACT FEES:

- 1. Storm Drain \$800
- 2. Street \$1,183.32
- 3. Park/Trail \$2,688
- 4. Sewer \$362.52
- 5. Timpanogos Special Service District \$4,981
- 6. Culinary Water
 - a. With Pressurized Irrigation Service \$1,162.99
 - b. Without Pressurized Irrigation Service \$13,955.88
- 7. Pressurized Irrigation without Culinary Water
 - a. 0.25 acre lot \$4,666.95
 - b. 0.5 acre lot \$4,833.62
 - c. 1 acre lot \$6,722.63
 - d. Larger lots, Commercial, Religious & Educational Calculated**

**Calculation will be as outlined in the "2021 Pressurized Irrigation System Master Plan, Impact Facility Plan & Impact Fee Analysis" dated December 2021, prepared by Horrocks Engineers.

I. CEMETERY:

- 1. Above ground marker or monument (upright) \$75
- 2. Single Burial Lot or Space (resident only) \$1,700 (limited to purchasing 3 plots)
- 3. Opening & Closing Graves*

	Weekday	Saturday
Resident	\$800	\$1,050
Resident Infant (under one year)	\$125	\$350
Non-Resident Infant (under one year)	\$175	\$400
Non-Resident	\$1,200	\$1,700

- | | | |
|----|---|---------|
| 4. | Disinterment
<i>City will remove all earth and obstacles leaving vault exposed</i> | \$1,500 |
| | | |
| 5. | Cremation | |
| a. | Burial of ashes - Resident Non-Residents | \$500 |
| | | |
| 6. | Deed Work | \$50 |
| | | |
| 7. | *No Holiday Burials or Burials after 2:00 PM | |

J. SMALL WIRELESS FACILITIES RIGHT-OF-WAY RATES:

The fee a wireless provider shall pay for the right to use the right-of-way shall be the greater of the following:

1. 3.5% of all gross revenue relative to the wireless provider's use of the right-of-way for small wireless facilities; or
2. \$250 annually for each small wireless facility.

II. OTHER FEES:

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

APPENDIX A

Square Foot Construction Costs^{a, b, c, d}

Group	(2008 International Building Code)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	207.99	201.27	185.59	188.35	177.31	172.08	182.33	181.78	155.82
	Assembly, theaters, without stage	189.37	181.85	178.97	188.72	157.73	182.50	162.70	142.19	136.23
A-2	Assembly, nightclubs	160.35	155.84	151.87	146.10	137.40	133.66	140.99	124.59	120.41
A-2	Assembly, restaurants, bars, banquet halls	159.36	154.84	149.87	145.10	135.40	132.58	139.99	122.59	119.41
A-3	Assembly, churches	191.73	185.01	180.33	172.08	161.08	155.82	166.05	145.52	139.66
A-3	Assembly, general, community halls, libraries, museums	182.11	166.39	149.71	142.46	129.82	126.20	135.44	114.89	109.83
A-4	Assembly, arenas	187.37	180.85	174.97	167.72	155.73	151.50	161.70	140.19	135.23
B	Business	161.10	165.30	160.33	143.24	130.34	125.39	137.63	114.22	109.47
E	Educational	176.25	170.31	165.47	158.26	148.32	140.74	153.03	130.54	125.61
F-1	Factory and industrial, moderate hazard	97.88	93.20	87.88	84.88	76.10	72.71	81.54	62.67	59.24
F-2	Factory and industrial, low hazard	98.68	92.20	87.88	83.98	76.10	71.71	80.54	62.67	58.24
H-1	High Hazard, explosives	91.50	87.02	82.70	78.78	71.10	68.71	75.36	57.87	N.P.
H234	High Hazard	91.50	87.02	82.70	78.78	71.10	66.71	75.36	57.67	53.24
H-5	HPM	161.10	165.30	160.33	143.24	130.34	125.39	137.63	114.22	109.47
I-1	Institutional, supervised environment	181.32	155.78	151.81	145.46	135.81	132.09	146.81	122.94	118.11
I-2	Institutional, hospitals	271.13	265.33	260.35	253.27	239.83	N.P.	247.66	223.51	N.P.
I-2	Institutional, nursing homes	189.55	183.75	178.78	171.89	159.17	N.P.	168.08	143.05	N.P.
I-3	Institutional, restrained	185.18	179.37	174.39	167.30	155.66	149.72	161.69	139.55	132.80
I-4	Institutional, day care facilities	161.32	155.78	151.81	145.46	135.81	132.09	146.81	122.94	118.11
M	Mercantile	119.24	114.73	109.76	104.89	95.94	93.10	99.88	83.13	79.95
R-1	Residential, hotels	163.43	157.80	153.72	147.58	137.69	133.97	148.68	124.81	119.99
R-2	Residential, multiple family	136.97	131.44	127.26	121.11	111.35	107.83	122.34	98.47	93.85
R-3	Residential, one- and two-family	129.98	126.37	123.27	120.01	115.61	112.81	118.02	108.33	101.95
R-4	Residential, care/assisted living facilities	181.32	155.78	151.81	145.46	135.81	132.09	146.81	122.94	118.11
S-1	Storage, moderate hazard	90.50	86.02	80.70	77.78	69.10	65.71	74.36	55.67	52.24
S-2	Storage, low hazard	89.50	85.02	80.70	76.78	69.10	64.71	73.36	55.67	51.24
U	Utility, miscellaneous	69.10	65.33	61.44	58.37	52.71	49.14	55.08	41.81	39.61

- a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use group) = \$15.00 per sq. ft.
c. For shell only buildings deduct 20 percent.
d. N.P. = not permitted

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

APPENDIX B

BUILDING PERMIT FEES (2021 IRC Appendix AL, as amended)

Total Valuation	Fee
\$1 to \$500	\$24
Total Value from \$501 to \$2,000	
First \$500	\$24
Plust \$3 for each additional \$100 or fraction thereof, to and including \$2,000	
Total value _____ = _____ - 5 = _____ x \$3 = _____	
100	
Building Permit Fee	
Total Value from \$2,001 to \$40,000	
First \$2,000	\$69
Plust \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000	
Total value _____ = _____ - 2 = _____ x \$11 = _____	
1,000	
Building Permit Fee	
Total Value from \$40,001 to \$100,000	
First \$40,000	\$487
Plust \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	
Total value _____ = _____ - 40 = _____ x \$9 = _____	
1,000	
Building Permit Fee	
Total Value from \$100,001 to \$500,000	
First \$100,000	\$1,027
Plust \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000	
Total value _____ = _____ - 100 = _____ x \$7 = _____	
1,000	
Building Permit Fee	
Total Value from \$500,001 to \$1,000,000	
First \$500,000	\$3,827
Plust \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	
Total value _____ = _____ - 500 = _____ x \$5 = _____	
1,000	
Building Permit Fee	
Total Value from \$1,000,001 to \$5,000,000	
First \$1,000,000	\$6,327
Plust \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	
Total value _____ = _____ - 1,000 = _____ x \$3 = _____	
1,000	
Building Permit Fee	
Total Value from \$5,000,001 and over	
First \$5,000,000	\$18,327
Plust \$1 for each additional \$1,000 or fraction thereof	
Total value _____ = _____ - 5,000 = _____ x \$1 = _____	
1,000	
Building Permit Fee	

<https://codes.iccsafe.org/content/IRC2021P2/appendix-al-permit-fees>

APPENDIX C

2023 PRESSURIZED IRRIGATION RATE CALCULATION EXAMPLE

See consolidated fee schedule for base rate, usage tiered rates, allocation amounts, gallons allowed per tier, etc.

Property Type = Residential
Property Acreage = 0.35 acres
Metered Usage = 125,000 gallons
Month = July

Step 1 – Calculate the Base Rate

Base Rate = $0.35 \times \$40 = \14.00

Steps 2 – 5 Calculate the Usage Rate

Step 2 – Calculate the allowed gallons per tier, using the property size

$0.35 \times \text{Tier 1 Allowed Gallons} = 0.35 \times 114,000 = 39,900$

$0.35 \times \text{Tier 2 Allowed Gallons} = 0.35 \times 38,000 = 13,300$

$0.35 \times \text{Tier 3 Allowed Gallons} = 0.35 \times 76,000 = 26,600$

$0.35 \times \text{Tier 4 Allowed Gallons} = 0.35 \times 76,000 = 26,600$

$0.35 \times \text{Tier 5 Allowed Gallons} = 0.35 \times 76,000 = 26,600$

$0.35 \times \text{Tier 6 Allowed Gallons} = \text{Unlimited Gallons}$

Step 3 – Calculate how many gallons were used in each tier

Total gallons used was 125,000 gallons, these needs spread out into the tiers, starting with Tier 1

Tier 1 = $125,000 - 39,900 = 85,100$ left over, all allowed 39,900 gallons used in this tier

Tier 2 = $85,100 - 13,300 = 71,800$ left over, all allowed 13,300 gallons used in this tier

Tier 3 = $71,800 - 26,600 = 45,200$ left over, all allowed 26,600 gallons used in this tier

Tier 4 = $45,200 - 26,600 = 18,600$ left over, all allowed 26,600 gallons used in this tier

Tier 5 = $18,600 - 26,600 = \text{None}$ left over, 18,600 used in this tier

Tier 6 – None left over, no gallons used in this tier in this example

Step 4 – Calculate cost per tier

Tier 1 cost = $\$0.120 \times 39,900 / 1000 = \4.79

Tier 2 cost = $\$0.343 \times 13,300 / 1000 = \4.56

Tier 3 cost = $\$0.429 \times 26,600 = \11.41

Tier 4 cost = $\$0.686 \times 26,600 = \18.25

Tier 5 cost = $\$1.029 \times 18,600 = \19.14

Tier 6 cost = $\$1.303 \times 0 = \0.00

Step 5 – Calculate total Usage Rate by adding tiered costs from Step 4

	\$ 4.79
	\$ 4.56
	\$11.41
	\$18.25
	\$19.14
	+ \$ 0.00
Total Usage Rate	= \$58.15

Step 6 – Calculate Pressurized Irrigation Bill by adding the Base Rate and Usage Rate

Base Rate \$14.00

Usage Rate + \$58.15

Total PI Bill = \$72.15



MORGAN

ASPHALT

7620 West Highway 201
Magna, Utah 84044
Phone: (801)-595-0010 Fax: (801)-595-0020
www.morganasphalt.com

To:	Alpine City	Contact:	Shane Sorensen
Address:	20 North Main Alpine, UT 84004	Phone:	(801) 420-2962
		Fax:	
Project Name:	Alpine City Streets 2024	Bid Number:	
Project Location:	Various Locations, Alpine City, UTAH	Bid Date:	7/26/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.00	Mobilization	1.00	LS	\$8,000.00	\$8,000.00
2.00	Adjustment Of Water Valves (before Milling And After Paving)	55.00	EACH	\$1,150.00	\$63,250.00
3.00	Adjustment Of Manholes (before Milling And After Paving)	80.00	EACH	\$1,400.00	\$112,000.00
4.00	Rotomilling Streets (Including Traffic Control. Milled Width From Lip Of Curb To Within 2 Feet Of Either Side Of Centerline Plus Tie-ins, Milled Depth 1-1/2" At Lip Of Curb To Daylight At A Distance 2' From Centerline.	452,741.00	SF	\$0.21	\$95,075.61
5.00	Lane Leveling (more Or Less Quantity)	200.00	TON	\$128.00	\$25,600.00
6.00	2" Asphalt Overlay (including Traffic Control)	452,741.00	SF	\$1.27	\$574,981.07

Total Bid Price: \$878,906.68

Notes:

- Pricing provided in this proposal is based on costs calculated from today's material pricing. We reserve the right to adjust prices given in this proposal, should material costs increase, prior to work commencing.
- The price includes one mobilization per crew. Additional mobilizations will be charged at \$1,500.00 per crew.
- EXCLUSIONS:**
 - Bonds, licenses, permits, fees.
 - Testing, inspections, engineering.
 - Survey & layout.
 - Prime coat, herbicide, profilographing.
 - Glass beads or thermal tape for striping.
 - Soft subgrade repair.
 - Rock excavation or blasting.
 - Any and all traffic control unless otherwise noted in bid items
- Sub-grade to be prepared by others and ready to receive road base.
- EARTHWORK ASSUMPTIONS AND EXCLUSIONS:**
 - SWPPP - permits, installation, maintenance or removal.
 - All onsite material will be used as fill, under building, parking and as backfill as footings.
 - Dust control and sweeping is for Morgan Asphalt work only.
 - Water for dust control is to be supplied by others.
- UTILITY ASSUMPTIONS AND EXCEPTIONS:**
 - Prices do not include water meters unless specifically specified in the scope of work listed above.
 - All trenches will be backfilled with onsite material unless noted in scope of work above.
 - All trench drains are excluded.
 - Sanitary sewer lateral installed to within 5' of the building.
 - Culinary water lateral installed to within 5' of the building.
 - Fire riser installed under the footing and stubbed 12" above finish floor elevation.

- LANDSCAPE EXCLUSIONS:
 - Topsoil placement.
 - Irrigation sleeves.
 - Irrigation tap.
 - Sod, seeding, or hydro seeding.
 - Erosion control blankets.
- WINTER CONDITIONS / EXCLUSIONS:
 - Any and all work related to winter conditions, is excluded from this proposal.
 - This includes, but is not limited to the following list of conditions:
 - Asphalt installed outside of industry standards will not be warranted from defects occurring as a result of installation in cold temperatures (below 50°), installed on frozen subgrade, or installed on saturated or un-compacted subgrade.
 - Winter concrete.
 - Removing frozen material, removing frost from frozen materials (heaters).
 - Backfilling with imported materials because onsite materials are frozen.
 - Protecting excavations, or stockpiles from freezing.
 - Removing snow from the site.
 - Protection of subgrade or road base from rain, snow or freezing temperatures.
- Contractor's License No.: 339339-5501 (E100).
- Backfill of concrete items (i.e.: curb & gutter, sidewalk, etc.) by others.
- ROTOMILLING ASSUMPTIONS AND EXCLUSIONS:
 - All utilities, boxes, valves, etc. in the area of rotomilling are to be lowered by others prior to rotomilling.
 - The price to rotomill includes hauling and disposal of tailings unless specifically specified in the scope of work listed above.
 - General contractor will provide work area protection, water source, and water meter, if necessary.
 - All utilities, boxes, valves, etc. in area of rotomilling are to be raised by others after to rotomilling.
 - We do NOT remove any type of membrane when milling.
 - Rotomilling price includes removing asphalt only.
 - Our price does not include milling into concrete.
- - Any damage associated with milling activities to the mill by unmarked or unforeseen objects will be charged to the general contractor.
- - Morgan Asphalt is not responsible to repair or replace damaged objects, i.e vaults, manholes, valves, monuments, or other items.
- MORGAN ASPHALT, INC. IS PLEASED TO PROVIDE YOUR FIRM WITH THE FOLLOWING QUOTE, HOWEVER, DUE TO UNKNOWN PRICE INCREASES FOR FUEL AND MATERIALS, MORGAN ASPHALT, INC. RETAINS THE ABILITY TO NEGOTIATE AN ADJUSTED QUOTE.
- If accepted, this proposal will become part of the subcontract.
- PLEASE NOTE: This project is to be completed in 2024. Any work not completed in the current construction season may be subject to a price increase.
- In consideration of the mutual promises set forth herein, Morgan Asphalt, Inc., with its principal offices located at 7620 W Highway 201, Magna, Utah 84044 (hereinafter referred to as "Contractor") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows: DESCRIPTION OF WORK.* Contractor will furnish the following described materials to the job site designated above and provide the following described materials and labor (the material and the labor collectively hereinafter referred to as "the work"):SEE ATTACHED BID SCHEDULE FOR ITEM DESCRIPTIONS, UNITS, UNIT COST AND TOTAL AMOUNTS OF WORK AND MATERIALS TO BE PROVIDED PURSUANT TO THIS CONTRACT.*To the extent the above-described Work is detailed in Plans and Specifications, any such Plans and Specifications must be provided to Contractor before this Contract is negotiated. Any changes to the original Plans and Specifications used to prepare this Contract may necessitate a change in the contract price, and Buyer hereby agrees to execute all necessary change orders outlining the changed Work and prices as submitted by Contractor. Buyer is to provide and pay for any and all engineering, surveying, soil testing and analysis, permits and blue staking, including natural gas, power, telephone and cable scheduling and fees and Contractor is entitled to rely on such documents.
- CONTRACT PRICE. To the extent that the foregoing is specified as a unit price, it is agreed that the number of units indicated is an approximation. Contractor shall be paid for the actual number of units completed as determined by subsequent measurement. The price stated above is also based on Contractor's ability to purchase required materials at the estimated prices. It is hereby acknowledged by Buyer that any increase in the actual price from the estimated prices, including freight and taxes, which Contractor must pay for said materials will be passed on to and paid for by Buyer.
- CLAIMS OR DEFECTS. Written notice of any alleged claim or defect must be given to Contractor at its address shown above not later than five (5) days after the completion of the Work under this Contract by Contractor. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Contractor's sole and exclusive liability shall be to repair, replace, or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Contractor shall have a reasonable time to make such repair or replacement. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOOD WILL, LOSS OF PROFITS OR LOSS OF USE.
- MISCELLANEOUS PROVISIONS.
 - (a) No cost for permits, licenses or bonds are included in this Contract unless specifically indicated in Paragraph 1 above.
 - (b) Buyer specifically represents and warrants that either Buyer is the owner of the Premises where the work is to be performed, or, in the alternative, Buyer has written authorization from the owner of the Premises authorizing the work to be performed on the said Premises.
 - (c) Contractor assumes no risk for non-disclosed or unforeseen conditions on or at the project site.
 - (d) This Contract is the entire agreement of the parties and no changes or additions to this Contract shall be made except in writing signed by both parties.
 - (e) This Contract shall be construed in accordance with the laws of the State of Utah.
 - (f) This Contract shall be binding on the heirs, successors or assigns of the parties hereto.

• **PERSONAL GUARANTEE**

I/we unconditionally and individually guarantee the performance of the Buyer under the terms and conditions of the above contract, including all payments and any charges specified therein, including interest, attorneys' fees and costs. This guarantee will continue unchanged by any bankruptcy, reorganization, or insolvency of the Buyer. This guarantee may not be withdrawn unless agreed to in writing by Contractor.

Date: _____

Guarantor: _____

- Payment is to be made directly to Morgan Asphalt via joint check agreement from the owner or the lending institution.
- This bid is based on drawings by _____ dated _____. Quantities calculated from drawings listed above and no other survey or measurement has been preformed. Any discrepancies found will be brought to the contractors attention and all changes needed will be finalized before work will proceed. This is bid has been prepared according to plans and specifications and limited to the scope listed and exclusions stated.

Payment Terms:

TERMS OF PAYMENT. Buyer shall pay Contractor in full at Contractor's address set forth above within thirty (30) days following the date of Contractor's invoices, without retention, regardless of the final completion date of the Work. In the event that payment is not made to Contractor as provided herein, Contractor shall be entitled to all of its costs, including attorneys fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Contractor shall be entitled to interest on all past due accounts under this Contract, which interest shall accrue at the rate of 18% per annum (1.5% per month) from the date payment is due until payment is received by Contractor, whether before or after judgment.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

MORGAN ASPHALT, INC.

Authorized Signature: 

Estimator: Taylor Weaver
(801) 414-2882 taylor@morganasphalt.com

ALPINE CITY COUNCIL AGENDA

SUBJECT: Rezone of Selected Parcels to the Public-Facilities Zone

FOR CONSIDERATION ON: August 13th, 2024

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approval of Rezone of Selected Parcels to the P-F Zone.

Review Type: Legislative

BACKGROUND INFORMATION:

Last November Alpine City staff was asked to begin creating a public facilities zone with the intent to eventually rezone parcels for public or quasi-public uses. Currently all parcels within Alpine City either have residential or commercial zoning designations. That means for example that if a parcel currently used for a school were to want to replace the current building with homes or commercial uses (depending on current zoning) if they meet the requirements of the zone, the city will have to approve that proposal. The Council at the time felt these would be significant enough that they deserved a separate zoning designation. If this new zoning designation were to be approved and the parcels rezoned to the Public Facility zone, if the owners were to ever want to change the use to commercial or housing, they would need to apply for a rezone. A rezone process requires more public feedback and discretion from the city during the review process.

In February of 2024, the Planning Commission and City Council reviewed proposed language in multiple meetings for the standards to be found in the new zone. The primary focus of this zone is to preserve parcels currently used for public or quasi-public uses.

The Planning Commission held a public hearing during their May 21st, 2024 meeting with the intent to recommend rezoning parcels within the city that met the standard for public or quasi-public uses. Originally these were parcels with an existing school, or church or were owned by the City. It was recommended to hold the public hearing and then table the item to allow the Commission and Staff to make any changes as needed to the information provided by the comments that were made. A motion was made to table for the following items to be addressed:

- Staff provides feedback as to the nature of why other cities in the County include churches.
- Additional study and inquiry into the Federal laws, and if the Public Facilities language is consistent with State and Federal property laws.
- Review the Public Facilities language to be more concise.

The second review of this agenda item was held on July 16th Planning Commission meeting where a second public hearing was held. City staff, including the city attorney, met to review the requested information from the Planning Commission. The City Attorney recommended that to be on more firm legal ground we include other quasi-public properties (public gathering or non-profit). The other option would be to not include churches in this new zone at all and have them continue in a residential or commercial zone.

The Planning Commission discussed the intent of this new zone (preserving public or quasi-public uses). A review of what other cities were doing (see attached) was also discussed. It was found that the cities

that did include churches, had more quasi-public uses that could also be included (I.E. hospitals or museums) After the discussion, the following motion was made:

MOTION: *Planning Commission member John MacKay moved to recommend approval of rezoning to the Public Facilities Zone to the parcels included in the Staff Report with the following changes:*

1. All church property will not be included in the Public Facility Zone,

Greg Butterfield seconded the motion. There were 6 Ayes and 0 Nays. The motion passed.

CITY CODE:

- Chapter 3.08 of Alpine Development Code.

NOTICING:

A public hearing was held as part of the review by the Planning Commission. No public hearing is required at this time.

STAFF RECOMMENDATION:

Because this is a legislative decision the standards for approval or denial are that the proposed code amendment should be compatible with the standards found in the general plan as well as current city code and policies. A decision should be made by the City Council for approval or denial based on those criteria.

SAMPLE MOTION TO APPROVE: I move to approve the rezoning of the parcels listed in the staff report as proposed, from their current zoning designation(s) to the Public Facility Zone.

****insert finding****

SAMPLE MOTION TO APPROVE WITH CONDITIONS: I move to approve the rezoning of the parcels listed in the staff report as proposed, from their current zoning designation(s) to the Public Facility Zone with the following conditions/changes:

****insert finding****

SAMPLE MOTION TO TABLE/DENY: I move to table/deny the rezoning of the parcels listed in the staff report as proposed, from their current zoning designation(s) to the Public Facility based on the following:

****insert finding****

Provo	Their PF zone was adopted in 1994 and they did include churches. Now they allow churches as permitted or conditional use in each zone, so they haven't rezoned any church properties in a while.
American Fork	Only includes property that is taxpayer-funded
Orem	Only includes schools and city-owned property. Quasi-public facilities were intentionally left out as well as all County or federal properties.
Mapleton	Open Space and Parks have their zoning designation but all they include is designated parks and open space nothing else.
Saratoga Springs	Has an Institutional/Civic Zone. They allow quasi-public spaces such as hospitals but do not include churches.
Eagle Mountain	In the past religious institutions would be zoned residential. They are considering rezoning churches to their PF zone. They do have some that are currently in a PF zoning designation. As of now, they haven't had a new church building built that they would rezone to PF. They do include other quasi-public properties than just schools or churches.

Proposed Parcels to Rezone to the Public

Facility Zone:

City Owned Property:

- Parcel # 52:992:0036 (Smooth Canyon Park)
- Parcel # 41:563:0096 (Healey Park)
- Parcel # 41:475:0081
- Parcel # 49:275:0012 (Rachel McTeer Park)
- Parcel # 34:394:0008 (Rachel McTeer Park)
- Parcel # 34:394:0009 (Rachel McTeer Park)
- Parcel # 11:023:0179 (Becks Hill Park)
- Parcel # 52:578:0034 (Peterson Park)
- Parcel # 52:578:0031 (Silverleaf Park)
- Parcel # 52:632:0001
- Parcel # 41:399:0850
- Parcel # 41:450:0061
- Parcel # 41:475:0080
- Parcel # 53:274:0060
- Parcel # 11:018:0079 (Burgess Park)
- Parcel # 02:003:0051 (Burgess Park)
- Parcel # 02:003:0057 (Burgess Park)
- Parcel # 02:006:0028 (Legacy Park)
- Parcel # 02:006:0026 (Legacy Park)
- Parcel # 02:005:0003 (City Hall)
- Parcel # 02:005:0001 (City Hall)
- Parcel # 02:005:0008 (City Hall)
- Parcel # 02:005:0005 (City Hall)
- Parcel # 02:005:0014 (City Hall)
- Parcel # 02:005:0006 (City Hall)
- Parcel # 02:005:0002 (City Hall)
- Parcel # 02:005:0015 (City Hall)
- Parcel # 02:005:0007 (City Hall)
- Parcel # 02:005:0009 (City Hall)
- Parcel # 02:005:0010 (City Hall)

- Parcel # 02:005:0011 (City Hall)
- Parcel # 02:005:0013 (City Hall)
- Parcel # 11:046:0041 (Creekside Park)
- Parcel # 37:232:0009
- Parcel # 37:232:0008
- Parcel # 53:369:0012
- Parcel # 53:369:0013
- Parcel # 11:047:0054
- Parcel # 11:020:0191 (Cemetery)
- Parcel # 11:020:0059 (Cemetery)
- Parcel # 39:186:0010
- Parcel # 11:019:0052
- Parcel # 66:017:0028
- Parcel # 34:292:0020
- Parcel # 52:863:0015
- Parcel # 11:044:0062 (Lambert Park)
- Parcel # 11:045:0231 (Lambert Park)
- Parcel # 11:045:0231 (Lambert Park)
- Parcel # 11:045:0108 (Lambert Park)
- Parcel # 11:045:0107 (Lambert Park)
- Parcel # 11:044:0006 (Lambert Park)
- Parcel # 11:044:0068 (Lambert Park)
- Parcel # 41:223:0014
- Parcel # 11:047:0017 (Moyle Park)

School Properties:

- Parcel # 34:367:0001 (Timberline Middle School)
- Parcel # 34:299:0001 (Westfield Elementary School)
- Parcel # 37:256:0001 (Mountainville Academy)
- Parcel # 11:046:0282 (Alpine Elementary School)
- Parcel # 11:046:0219 (Alpine Elementary School)

ORDINANCE NO. 2024-23

AN ORDINANCE AMENDING THE ALPINE CITY ZONING MAP TO CHANGE THE DESIGNATED AREAS LOCATED AT THE ATTACHED PARCEL NUMBERS IN ALPINE CITY, UTAH, FROM TO THE PUBLIC FACILITY ZONE.

WHEREAS, the Planning Commission has considered an application to change the zoning of the designated parcels, located in Alpine, Utah, to the Public Facility (P-F) Zone and to make a corresponding change to the zoning map;

WHEREAS, the Planning Commission held a Public Hearing on the proposed zone change and zoning map amendment, and has made an affirmative recommendation to the City Council; and

WHEREAS, the City Council has found that the required standards for making the zone change and zoning map amendment have been met, and there is good cause for all of the subject parcel to be located in one zone;

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

- 1. That the City’s zoning map be amended as shown in the attached Exhibit A.
- 2. That this Ordinance shall take effect upon its passage and publication or posting as required by law.

DATED August 13th, 2024

Carla Merrill, Mayor

Attest:

DeAnn Parry, City Recorder

Voting:	Aye	Nay
Brent Rummler	_____	_____
Jessica Smuin	_____	_____
Kelli Law	_____	_____
Chrissy Hannemann	_____	_____
Jason Thelin	_____	_____

**Proposed Parcels to Rezone to the Public
Facility Zone:**

City Owned Property:

- Parcel # 52:992:0036 (Smooth Canyon Park)
- Parcel # 41:563:0096 (Healey Park)
- Parcel # 41:475:0081
- Parcel # 49:275:0012 (Rachel McTeer Park)
- Parcel # 34:394:0008 (Rachel McTeer Park)
- Parcel # 34:394:0009 (Rachel McTeer Park)
- Parcel # 11:023:0179 (Becks Hill Park)
- Parcel # 52:578:0034 (Peterson Park)
- Parcel # 52:578:0031 (Silverleaf Park)
- Parcel # 52:632:0001
- Parcel # 41:399:0850
- Parcel # 41:450:0061
- Parcel # 41:475:0080
- Parcel # 53:274:0060
- Parcel # 11:018:0079 (Burgess Park)
- Parcel # 02:003:0051 (Burgess Park)
- Parcel # 02:003:0057 (Burgess Park)
- Parcel # 02:006:0028 (Legacy Park)
- Parcel # 02:006:0026 (Legacy Park)
- Parcel # 02:005:0003 (City Hall)
- Parcel # 02:005:0001 (City Hall)
- Parcel # 02:005:0008 (City Hall)
- Parcel # 02:005:0005 (City Hall)
- Parcel # 02:005:0014 (City Hall)
- Parcel # 02:005:0006 (City Hall)
- Parcel # 02:005:0002 (City Hall)
- Parcel # 02:005:0015 (City Hall)
- Parcel # 02:005:0007 (City Hall)
- Parcel # 02:005:0009 (City Hall)
-

- Parcel # 02:005:0010 (City Hall)
- Parcel # 02:005:0011 (City Hall)
- Parcel # 02:005:0013 (City Hall)
- Parcel # 11:046:0041 (Creekside Park)
- Parcel # 37:232:0009
- Parcel # 37:232:0008
- Parcel # 53:369:0012
- Parcel # 53:369:0013
- Parcel # 11:047:0054
- Parcel # 11:020:0191 (Cemetery)
- Parcel # 11:020:0059 (Cemetery)
- Parcel # 39:186:0010
- Parcel # 11:019:0052
- Parcel # 66:017:0028
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- Parcel # 11:046:0282 (Alpine Elementary School)
- Parcel # 11:046:0219 (Alpine Elementary School)

Alpine City Boundary

Business Commercial

Senior Housing Overlay Zone

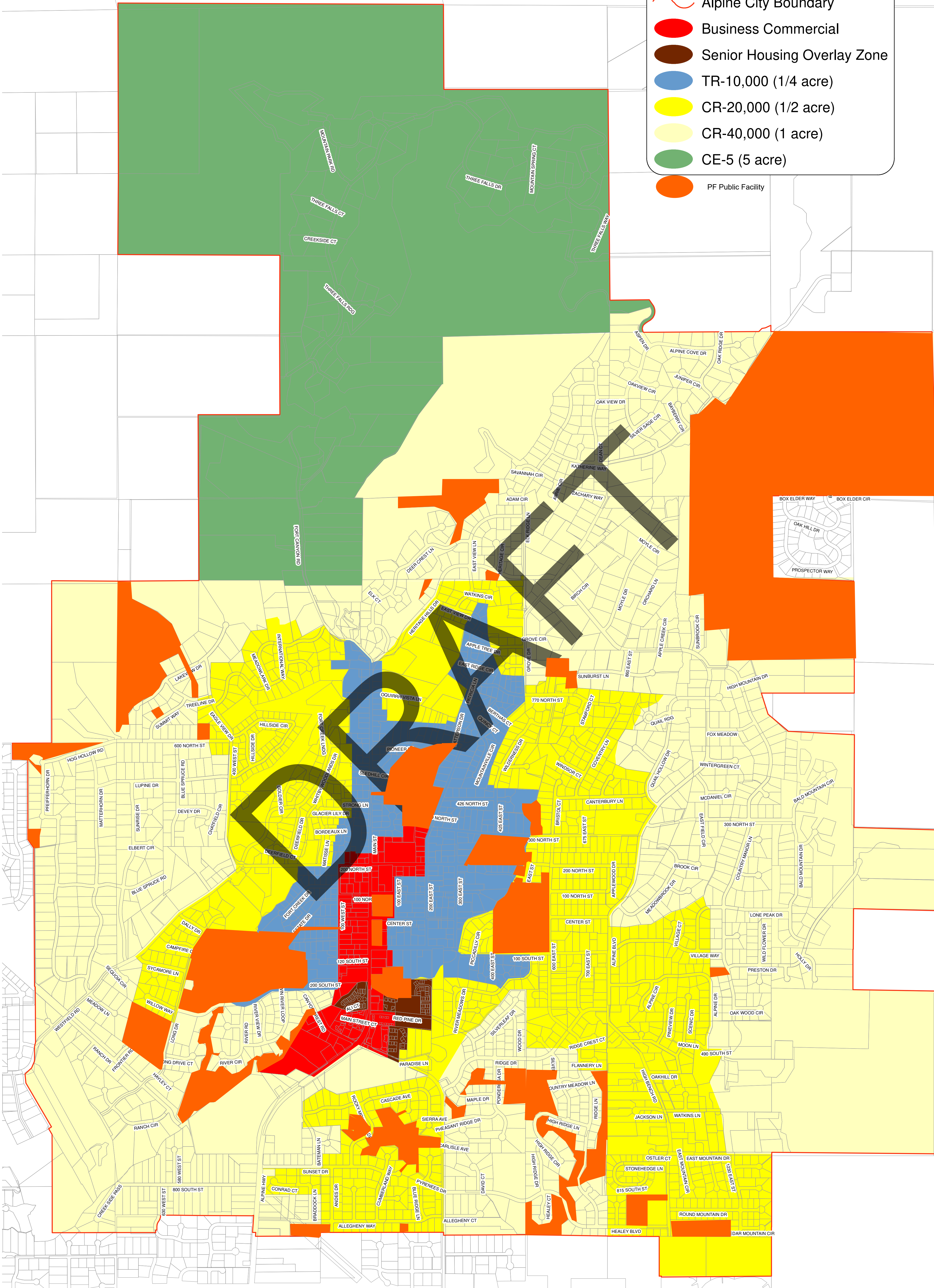
TR-10,000 (1/4 acre)

CR-20,000 (1/2 acre)

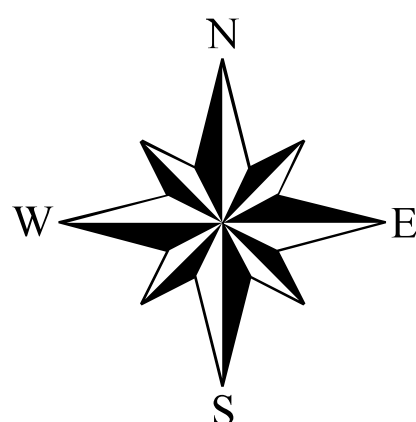
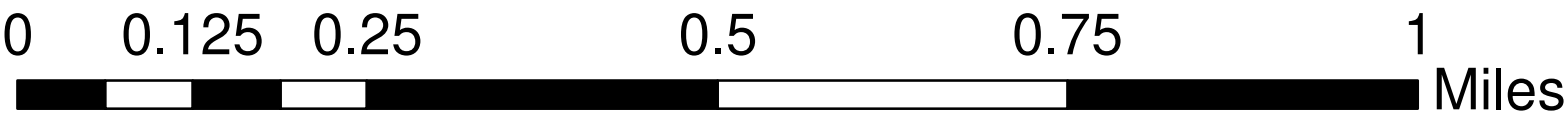
CR-40,000 (1 acre)

CE-5 (5 acre)

PF Public Facility



Alpine City Zoning Map



Ordinance No. 2023-23
September 12, 2023

ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution 2024-26 Proposal for Creation of a Sculpture Park on Alpine City Property.

FOR CONSIDERATION ON: August 13, 2024

PETITIONER: Council Members Thelin and Hanneman.

ACTION REQUESTED BY PETITIONER: Approve the Proposed Letter of Intent.

BACKGROUND INFORMATION:

The Heritage Arts Foundation has approached the City to approve a sculpture park on City property. The proposed location is a portion of the city hall block primarily. During the July 9th City Council Meetings Council members Jason Thelin and Chrissy Hanneman requested that this item be on the agenda for discussion only. During the agenda review the following topics were discussed:

- Public safety (the fire station) is the top priority.
- A previous presentation by the Foundation showed the whole east area behind City Hall as a sculpture garden with walking paths. The city may require more space in the Town Square for City Hall's future expansion, a police station, or other uses not yet identified.
- A smaller number of sculptures could be installed near City Hall, with others located in various city parks. This would allow for future city needs to be met without moving the sculptures.
- Peterson Park may be a good location as it already has pathways and large shade trees. This would move traffic and parking issues away from Main Street. Moyle Park is also beautiful and historic.
- Because the Relic Hall and City Hall are historic, the combination of a children's library and child/family-themed sculptures would be meaningful. Having a walkable, beautiful Main Street is an established goal, and a sculpture garden would enhance that.
- Approval for a sculpture garden would follow the same process as for a park and would require a master plan for the proposed garden.

The Council discussed potentially forming a committee to work directly with the Foundation to work on this proposal and make a recommendation to the Council. This committee will be made up of members of the Council, City Staff, residents, and those on the Foundation.

The Foundation has provided the proposed letter of intent (LOI) for a public-private partnership between Alpine City and the Heritage Arts Foundation.

STAFF RECOMMENDATION:

Review the proposed Letter of Intent (LOI), and give feedback regarding its approval, approval with conditions, or denial.

SAMPLE MOTION TO APPROVE:

I move to approve Resolution R2025-26 the Letter of Intent as proposed between the Heritage Arts Foundation and Alpine City.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve Resolution R2024-26 the Letter of Intent as proposed between the Heritage Arts Foundation and Alpine City with the following conditions/changes:

- **insert finding**

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny Resolution R2024-26 the Letter of Intent between the Heritage Arts Foundation and Alpine City based on the following:

- **insert finding**

RESOLUTION NO. R2024-26

A RESOLUTION OF THE ALPINE CITY COUNCIL APPROVING A NON-BINDING LETTER OF INTENT BETWEEN ALPINE CITY AND THE HERITAGE ARTS FOUNDATION TO CONSIDER A SCULPTURE PARK ON OR AROUND CITY OWNED PROPERTY

WHEREAS, the Heritage Arts Foundation (the “*Foundation*”) desires to enter into a public private partnership with Alpine City (the “*City*”) for the purpose of outlining guiding principles and to establish a collaborative process for the creation of a sculpture park on or around City owned property (one location, or a combination of locations which have yet to be determined);

WHEREAS, the intent of the public private partnership is to enhance the aesthetics of the area and to inspire observers to remember their past and promote a future of unity and human dignity;

WHEREAS, the details of the public private partnership are outlined in a non-binding letter of intent (“LOI”), which is included as Exhibit A;

WHEREAS, the City Council finds it to be in the best interest of the City and its residents to enter into a public private partnership with the Foundation and to approve a non-binding LOI to consider a sculpture park in the City;

WHEREAS, the City Council has met in a regular session to consider approval of the LOI;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Alpine City that it approves the LOI with the Foundation as prepared.

Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF ALPINE CITY, STATE OF UTAH, AUGUST 13, 2024.

ALPINE CITY

Carla Merrill, *Mayor*

ATTEST:

DeAnn Parry, *Recorder*

	Aye	Nay
Brent Rummler	_____	_____
Jessica Smuin	_____	_____
Kelli Law	_____	_____
Chrissy Hannemann	_____	_____
Jason Thelin	_____	_____

Mutual Letter of Intent (LOI)¹

To Enter into a Public Private Partnership between the Alpine City Council and Heritage Arts Foundation

I. Purpose. This Mutual Letter of Intent ("LOI") is nonbinding and is entered into in good faith by and between the Alpine City Council ("the City") and the Heritage Arts Foundation ("the Foundation") collectively referred to as "the Parties." The purpose of this LOI is to outline the guiding principles and establish a collaborative process for the creation of a sculpture park on or around City owned property (one location, or a combination of locations which have yet to be determined). This park aims to enhance the aesthetics of the area and inspire observers to remember their past and promote a future of unity and human dignity.

II. Guiding Principles

1. **Collaboration:** The Parties, acting voluntarily and by mutual consent, will collaborate in a spirit of respect, cooperation, and appreciation while leveraging each other's strengths and expertise.
2. **Community Engagement:** The project will actively involve the community in the planning and implementation phases to ensure the park meets the needs and aspirations of Alpine residents.
3. **Quality and Integrity:** The sculpture park will feature high-quality artworks that reflect the cultural heritage and values of the community.
4. **Sustainability:** The project will promote environmental sustainability using eco-friendly materials and practices.
5. **Transparency:** The Parties will maintain open communication and provide regular updates to the public on the progress of the project.

III. Phases and Timeline. The phases/timelines throughout this LOI (reflecting approximately 21 months) are presented as “aspirational” and can/will easily accommodate needed changes to the pace of this initiative, particularly, as new information emerges.

Phase 1: Planning and Design (approx. 2 months)

1. Initial Meetings:

- a. Convene initial meetings between the City, the Foundation, and others with a stake in the property (i.e., fire department, senior center, children’s library, etc.) to establish a joint working group.
- b. Define roles, responsibilities, timelines for various stakeholders.

2. Development of Concepts, Campaigns & Associated Policies/Practices:

- a. Engage stakeholders to develop initial concepts and design/cost proposals for the park’s multiple uses/users. Parties will provide each other with all necessary information and materials (including estimated costs and the responsible parties) required to effectively assemble and articulate the project's goals and needs to the various stakeholders
- b. Develop policies for naming rights and recognition of donors and sponsors.
- c. Assess the impact, feasibility & benefit for the given site(s).

¹ Prepared in July 2024 by Robert N. Hanson of the Heritage Arts Foundation

Phase 2: Present Proposal, Get Feedback, Revise & Seek Approvals (approx. 1 month)

1. Joint-Proposal Development:

- a. Prepare and present design proposal (including costs, responsibilities, timelines, etc.) to relevant governing bodies for reactions and feedback (i.e., City Council, Nonprofit Governing Boards, etc.).
- b. Address any concerns or requirements raised during the proposal development prior to formalizing the Public-Private Partnership Agreement.

2. Public-Private Partnership Agreement:

- a. Assuming the work to this point satisfies the interests of the Parties, only then will the Parties formalize and execute an agreement (assuming an agreement is warranted).

Phase 3: Targeted Campaign Launch and Construction (approx. 15 months)

1. Campaign Launch:

- a. Publicly announce the project and launch the fundraising campaign.
- b. Host a groundbreaking ceremony.

2. Construction:

- a. Begin construction of the sculpture park, adhering to agreed-upon designs and timelines.
- b. Ensure continuous monitoring and quality control.

3. Periodic Reporting:

- a. Provide regular updates to stakeholders on the progress and impact of the sculpture park.
- b. Conduct an evaluation to assess the project's success and areas for improvement.

Phase 4: Completion and Reporting (approx. 3 months)

1. Final Touches:

- a. Complete installation of sculptures and other elements associated with the plan.
- b. Conduct final inspections and quality assurance checks.

2. Grand Opening:

- a. Plan and execute a grand opening event to celebrate the completion of the park.
- b. Invite community members, stakeholders, and media.

IV. Conclusion. The Parties commit to working collaboratively to create a sculpture park that not only enhances the aesthetics of Alpine but also serves as a testament to unity and human dignity. This LOI serves as a foundational document to guide the planning and implementation process, ensuring that the project is completed efficiently and effectively, while meeting the desired standards of quality and community engagement.

The Outcome of the Alpine Council vote at their Meeting on August 13, 2024:

Ad-Hoc Sculpture Park Committee Charter

Purpose. The Ad-Hoc Sculpture Park Committee is established to oversee and ensure the activities adheres to the guiding principles outlined in the Mutual Letter of Intent (LOI) and meets the needs and aspirations of the Alpine community.

Composition. The committee will consist of 8-10 volunteer members representing key stakeholders, including:

- Alpine City Council Member(s)
- Representative(s) of the Heritage Arts Foundation
- Select donors and sponsors
- Community volunteers with expertise in art, environmental sustainability, and community engagement
- Representatives from local organizations (e.g., fire department, senior center, children's library)

Tenure. Each member will serve a term that coincides with the first two phases of the LOI (approximately 3-4 months), with the option for extension based on project needs.

Leadership & Committee Selection. The Committee Chair will be a member of the Alpine City Council, or an individual that they recommend. Other members will be appointed jointly by the Alpine City Council and Heritage Arts Foundation.

Accountability & Limitation. The committee will report directly to the Alpine City Council. This committee shall not have any authority, except to recommend policies, practices and a proposal, all of which will be subject to review and approval by the City Council and Heritage Arts Foundation.

Responsibilities. The committee is responsible for recommending plans, policies, and a proposal for Alpine City and Heritage Arts Foundation governing bodies to review, modify and/or pursue.

Procedures.

- **Meetings:** The committee will meet as frequently as might be needed (at least monthly). A quorum will be constituted by at least Alpine City and Heritage Arts Foundation attending. Decisions will be made by a simple majority of members present.
- **Sub-committees:** The committee may form ad-hoc sub-committees as needed to focus on specific aspects of the project.
- **Attendance:** Members missing more than half of the scheduled meetings in a given year may be asked to resign.

Output (Deliverable). Successful creation of a sculpture park proposal that reflects the input and desires of the Parties.

Outcomes:

- **For Alpine City Council.** A sculpture park that is a celebrated community asset for Alpine residents.
- **Heritage Arts Foundation.** A campaign positioned to maximize and successfully raise the required funding.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of Canyon Crest Road Safety Improvement Plan

FOR CONSIDERATION ON: August 13, 2024

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review and approve the proposed Canyon Crest Road Safety Improvement Plan.

BACKGROUND INFORMATION:

Over the last several months there has been some discussion about improving safety on Canyon Crest Road. Staff has reviewed the study completed by Hales Engineering and have taken into consideration their recommendations and well as other potential improvements. With the Canyon Crest Road Improvement Project that has been funded for 2026, some of the more costly potential improvements are being recommended to be considered when the design is completed for the 2026 project. Other improvements are recommended for installation prior to the 2026 project. Included in this packet is an exhibit which outlines the improvements recommended for installation at this time. These improvements include the following:

- Install an advanced warning light for the RRFB located at the Ridge Drive crosswalk
- Repaint the crosswalk at Ridge Drive with potential yield lines
- Install advisory 25 mph speed limit signs in each direction north and south of Ridge Drive
- Install a blind intersection ahead sign northbound and south of Carlisle Avenue
- Install a new radar speed limit sign southbound on the south side of the Carlisle hill
- Install a new crosswalk at Healey Boulevard

The improvements are outlined on the exhibit included in the packet.

STAFF RECOMMENDATION:

Review and approve the Canyon Crest Road Safety Improvement Plan with improvements as outlined.

SAMPLE MOTION TO APPROVE:

I move to approve the Canyon Crest Road Safety Improvement Plan with improvements as outlined.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

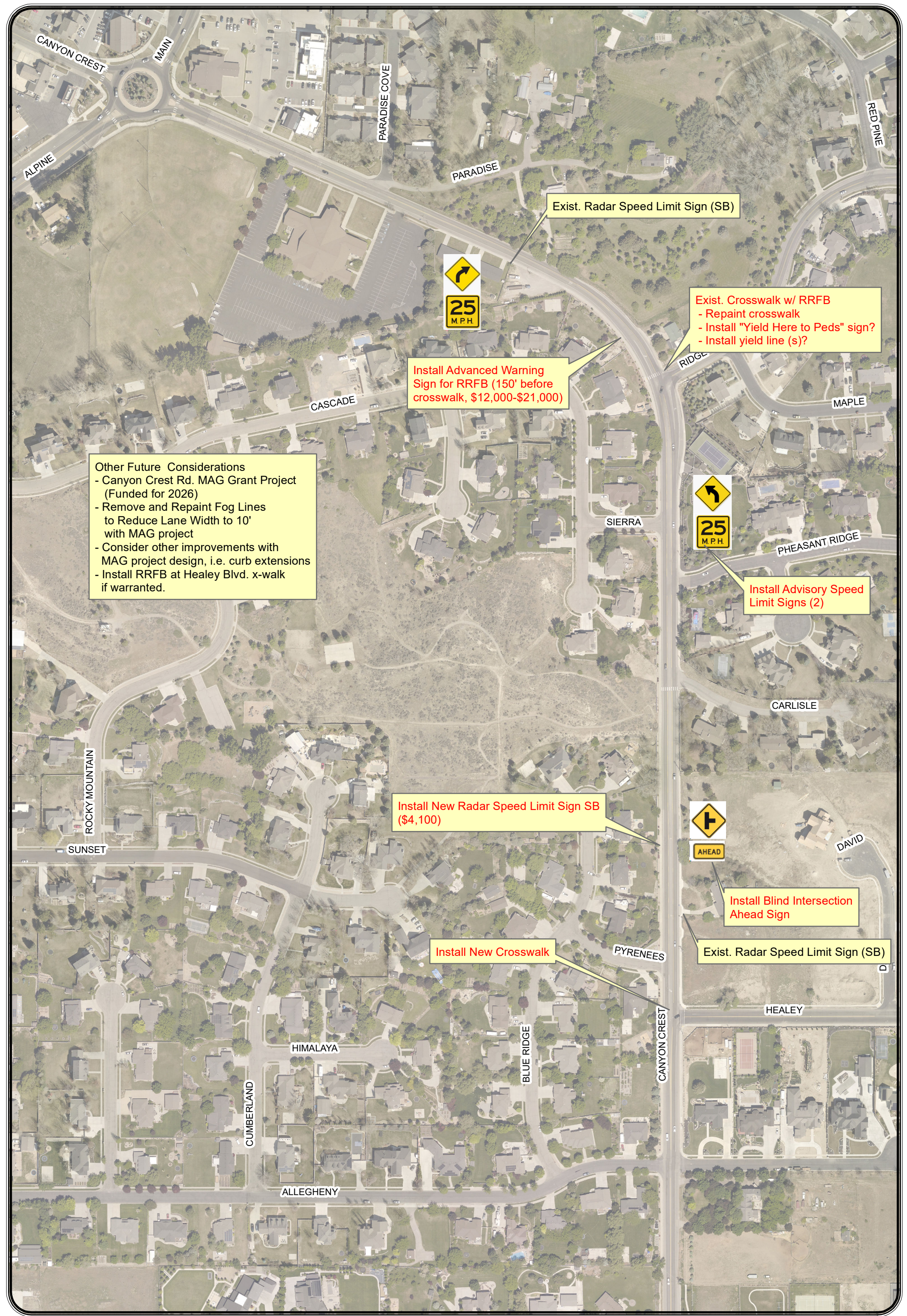
I move to approve the Canyon Crest Road Safety Improvement Plan with improvements as outlined, with the following conditions/changes:

****insert finding****

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the Canyon Crest Road Safety Improvement Plan based on the following:

****insert finding****



ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of Design Services for the Alpine Fire Station Expansion/Remodel

FOR CONSIDERATION ON: August 13, 2024

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review and approve the contract with Babcock Design for design services for the Alpine Fire Station Addition/Remodel.

BACKGROUND INFORMATION:

The City has been considering an addition/remodel of the fire station for several years. A conceptual design has been provided by Babcock Design, but the concept has not been officially adopted by the City Council. A funding proposal for the fire station was reviewed and approved as part of the FY2025 budget. To move this project forward, the city needs to hire an architect to begin working through the process of finalizing a concept design and getting a general contractor on board. It is proposed that the Construction Manager General Contractor (CMGC) method be used for this project. The CMGC would be brought onboard early in the process to work with the architect to maximize cost savings for the project. The CMGC would bid out the various phases of the project to achieve the benefit of the competitive bid process.

Babcock Design has provided a cost proposal for design services. It is based on a \$4.5M dollar construction cost estimate. Included in the proposal is a \$6,500 fee to finalize the conceptual design and a project design fee of \$337,500. The architect will work with city staff, fire department staff and the city council to finalize the conceptual design and then move into the final design phase, including all aspects of the building layout, landscaping (also incorporation of sculpture garden if approved, driveway access and other aspects of the project. The latest concept options that have been discussed are included in the packet.

STAFF RECOMMENDATION:

Review and approve the design services proposal from Babcock Design in the amount of \$344,000 for the fire station addition/remodel.

SAMPLE MOTION TO APPROVE:

I move to approve the design services proposal from Babcock Design in the amount of \$344,000 for the fire station addition/remodel.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve the design services proposal from Babcock Design in the amount of \$344,000 for the fire station addition/remodel, with the following conditions/changes:

****insert finding****

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the design services proposal from Babcock Design based on the following:

****insert finding****

FEE PROPOSAL

August 5, 2024



Shane L. Sorensen, P.E.
City Administrator/Public Works Director
20 North Main
Alpine, Utah 84004
Phone: (801) 763-6347
ssorensen@alpinecity.org

Re: Design Proposal for the remodel and addition of the Lone Peak Fire Station.

Shane,

Thank you for the opportunity to work with you and your team on the design of the Lone Peak Fire Station.

PROJECT INFORMATION:

Based on our understanding of the request for services, the project will aim to meet the following criteria:

The existing lone peak fire station is due for an update. The conceptual design phase has yielded an expansion to the east of the existing bay for fire housing and use, while the existing program (west of the bay) will be remodeled to accommodate community use to a large degree, with some areas updated to serve the fire station apparatus bay. The apparatus bay itself will also undergo some minor improvements.

Total Area:	11,500 SF (7,000 SF of remodel space & 4,500 of new construction).
Number of Floors:	Single floor with potential basement addition.
Primary Function:	Fire Station with Existing Remodel for Community Center
Anticipated Construction Type:	II-B/V-B

DESIGN PROCESS:

With the current conceptual design still a work in progress, we propose a two-staged approach for the project.

- The first phase will be billed hourly till such a time we arrive at an approved conceptual design.
- The second phase will be the full design scope through construction. Should the scope change during the finalization of phase 1, the second phase fee will be reexamined.

STAGE I: FINALIZE CONCEPTUAL DESIGN

In this phase we will work with the client to finalize the conceptual design of the project. As determined in conjunction with the owner, this phase may contain:

- Updated programming study and floor plan layouts.
- Further exploration of the building design (exterior and site).

STAGE II: REMAINING DESIGN SERVICES

- *Schematic Design (20%):*
 - Develop final layout of site plan, building footprints and elevations.
 - Develop final layout and function of spaces based on owner's goals.
 - Review requirements from local jurisdictions.
 - Review project budget with team.
- *Design Development (20%):*
 - Complete floor plan design with architectural details and material selections.
 - Coordinate with structural, mechanical and electrical engineering groups.

FEE PROPOSAL

August 5, 2024



- Owner to provide any information on selected equipment/fixtures
 - Review project budget with construction team.
 - Design is considered "frozen".
- *Construction Documents (35%):*
 - Develop complete architectural contract documents
 - Provide a project manual, if required.
 - Coordinate city permitting.
 - Respond to city comments.
- *Construction Administration (25%):*
 - Provide on-site observation.
 - Coordinate with General Contractor, providing responses to any RFI's
 - Review shop drawings provided by General Contractor
 - Conduct a final walk-through and prepare a punch list.
 - Provide a Substantial completion form, which initiates GC warrantee period

FEE

Our proposed fee for this project is based on a percentage of the final construction cost for both the remodel areas and new construction. Design fees are valid for 60 days from the date listed in the header. We propose that we start work from an estimated fee based upon the estimated budget amount. When the final construction cost is established, the fee will be adjusted accordingly.

Estimated construction cost: \$4,500,000

- STAGE I: FINALIZE CONCEPTUAL DESIGN

Unless arranged otherwise, predesign services will be billed at hourly rates listed at the end of this proposal. As the fee approaches this estimate, Babcock Design will contact the client to review the status and determine an updated path forward.

 - Estimate of total hourly fee \$ 6,500
- *STAGE II: Design Services:*

▪ Architectural & Interior Design	\$226,200
▪ Structural:	\$ 39,500
▪ Mechanical/Plumbing:	\$ 36,050
▪ Electrical:	\$ 35,750
▪ Total:	\$337,500
- *Reimbursables:*
 - Printing
 - Travel
 - Material Sample Boards
 - Additional Insurance
 - Rendering Services (in-house)
 - Photorealistic Rendering (Cost +10%)
- *Hourly Rates:*

See attached for a list of hourly rates.

FEE PROPOSAL

August 5, 2024



BILLING CYCLE

The owner will be billed monthly based on completion of work requested. Payment is due within 30 days. Late fees of 15% will incur after 30 days.

EXCLUSIONS

- o Civil Engineering
- o Landscape design
- o Audio/visual design
- o Telecommunications
- o Access Control, Video Surveillance and Alerting Systems
- o Specialty lighting design
- o LEED certification
- o Surveying*
- o Geotechnical report*
- o Field measuring of existing conditions
- o Cost Estimating
- o Special inspections
- o Plan review and building permit fees

*to be provided by Owner prior to commencing work.

Listening shouldn't be different, but it is. We genuinely want to collaborate, innovate, and transform your goals into reality. We thank you for this opportunity and look forward to assisting you to achieve the objectives of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "TJ Winger", with a horizontal line extending to the right.

TJ Winger
Principal

Please acknowledge acceptance of the proposal by signing and dating. Should you have any questions or concerns, please call 801.531.1144.

Owner's Signature

Date

Name & Title

FEE PROPOSAL

August 5, 2024



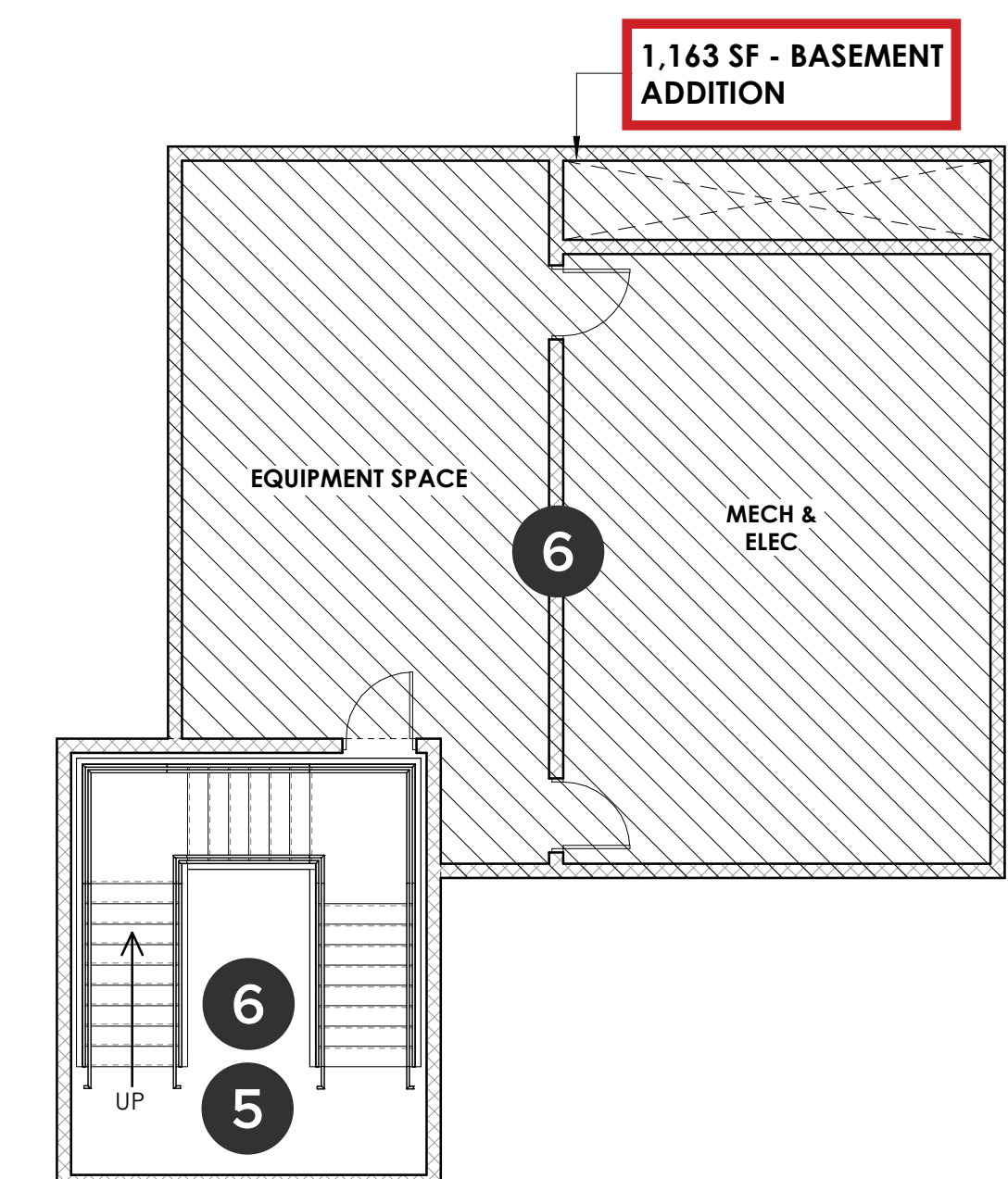
Billing Rates for 2024

(Note: Rates are subject to change with each new year)

Senior Principal	\$250.00
Principal	\$220.00
Senior Associate	\$190.00
Associate	\$185.00
Senior Project Manager	\$180.00
Project Manager	\$170.00
Architect Level III	\$165.00
Architectural Staff Level III	\$160.00
Architect Level II	\$155.00
Architectural Staff Level II	\$140.00
Architect Level I	\$130.00
Architectural Staff Level I	\$125.00
Architectural Graduate	\$100.00
Director of Interior Design	\$160.00
Senior Interior Designer	\$145.00
Interior Designer	\$130.00
Design Assistant	\$115.00
Director of Planning	\$160.00
Planner II	\$125.00
Planner I	\$105.00
Landscape Architect III	\$145.00
Landscape Architect II	\$135.00
Landscape Architect I	\$125.00
Landscape Designer	\$115.00
Operations Manager	\$195.00
Director of Business Development	\$160.00
Controller	\$150.00
Graphic Designer	\$145.00
Administrative Staff II	\$115.00
Administrative Staff I	\$80.00

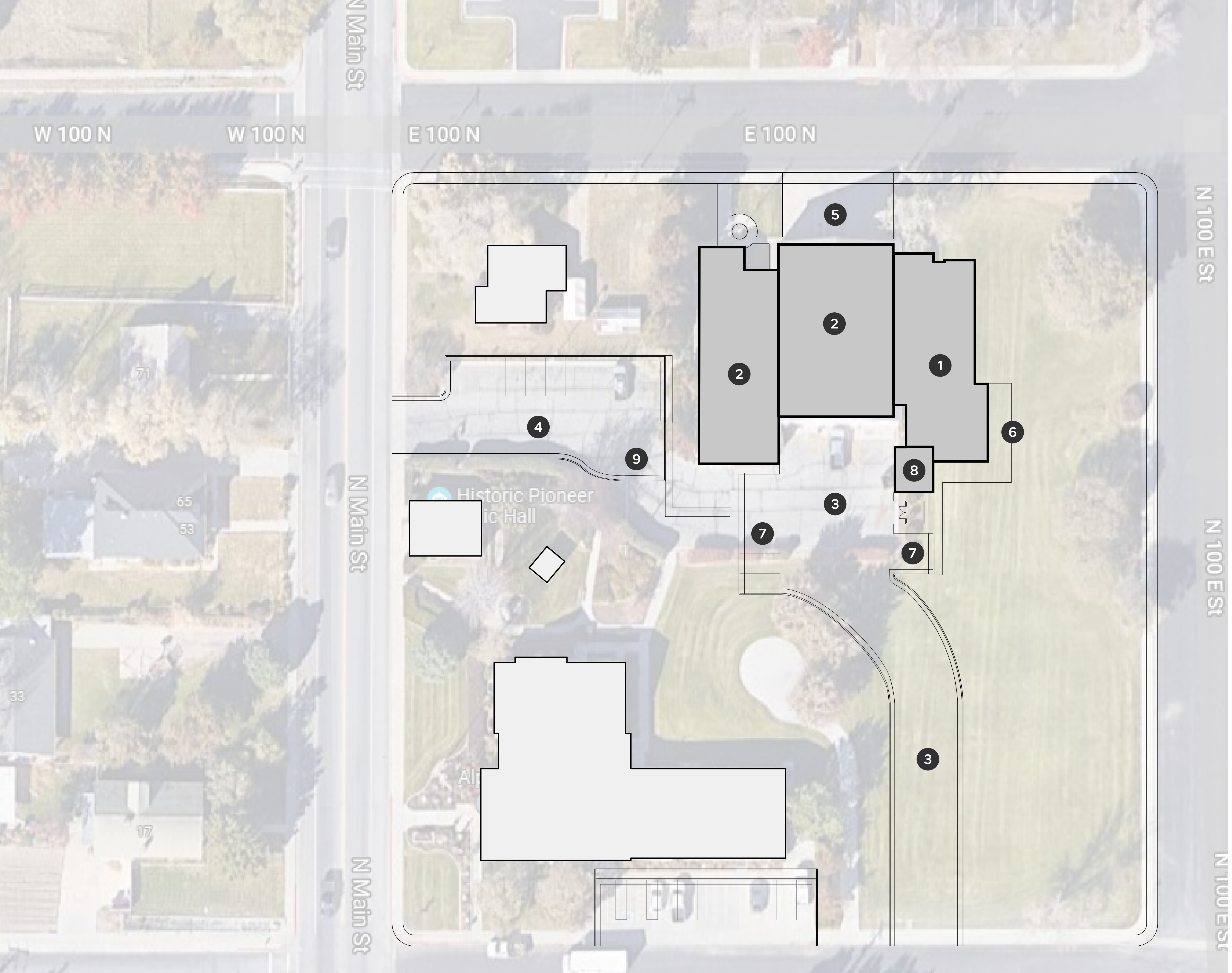
LEGEND

- 1 PROPOSED ADDITION OF FIRE STATION
- 2 EXISTING FIRE STATION (REMODELED)
- 3 INTERIOR UPDATES TO APPRATUS BAY (INSULATION AND LIGHTING AT MINIMUM)
- 4 PROPOSED ENLARGED APPARATUS BAY DOORS
- 5 3 STORY TRAINING TOWER (2 STORY ABOVE GRADE, 1 BELOW)
- 6 BASEMENT AREA - NON ACCESSIBLE
- 7 EXISTING FIRE ADMIN EXTENDED FOOTPRINT AREAS



PROPOSED FLOOR PLAN - TRAINING TOWER OPTION

LONE PEAK FIRE DEPARTMENT | ALPINE, UTAH
05 MARCH 2024



LEGEND

- 1 PROPOSED ADDITION OF FIRE STATION
- 2 EXISTING FIRE STATION (REMODELED)
- 3 PROPOSED NEW ROUTE OF APPARATUS ENTRY
- 4 PARKING AREA FOR COMMUNITY (SEPARATED FROM APPARATUS VEHICLES)
- 5 APPARATUS EXIT APRON - REPLACED
- 6 OUTDOOR COVERED PATIO
- 7 (8) ADDITIONAL STALLS RESERVED FOR FIRE CREW
- 8 STAIR TRAINING TOWER
- 9 ADJUSTED EXISTING PARKING LOT

PROPOSED FLOOR PLAN - TRAINING TOWER OPTION

LONE PEAK FIRE DEPARTMENT | ALPINE, UTAH
05 MARCH 2024

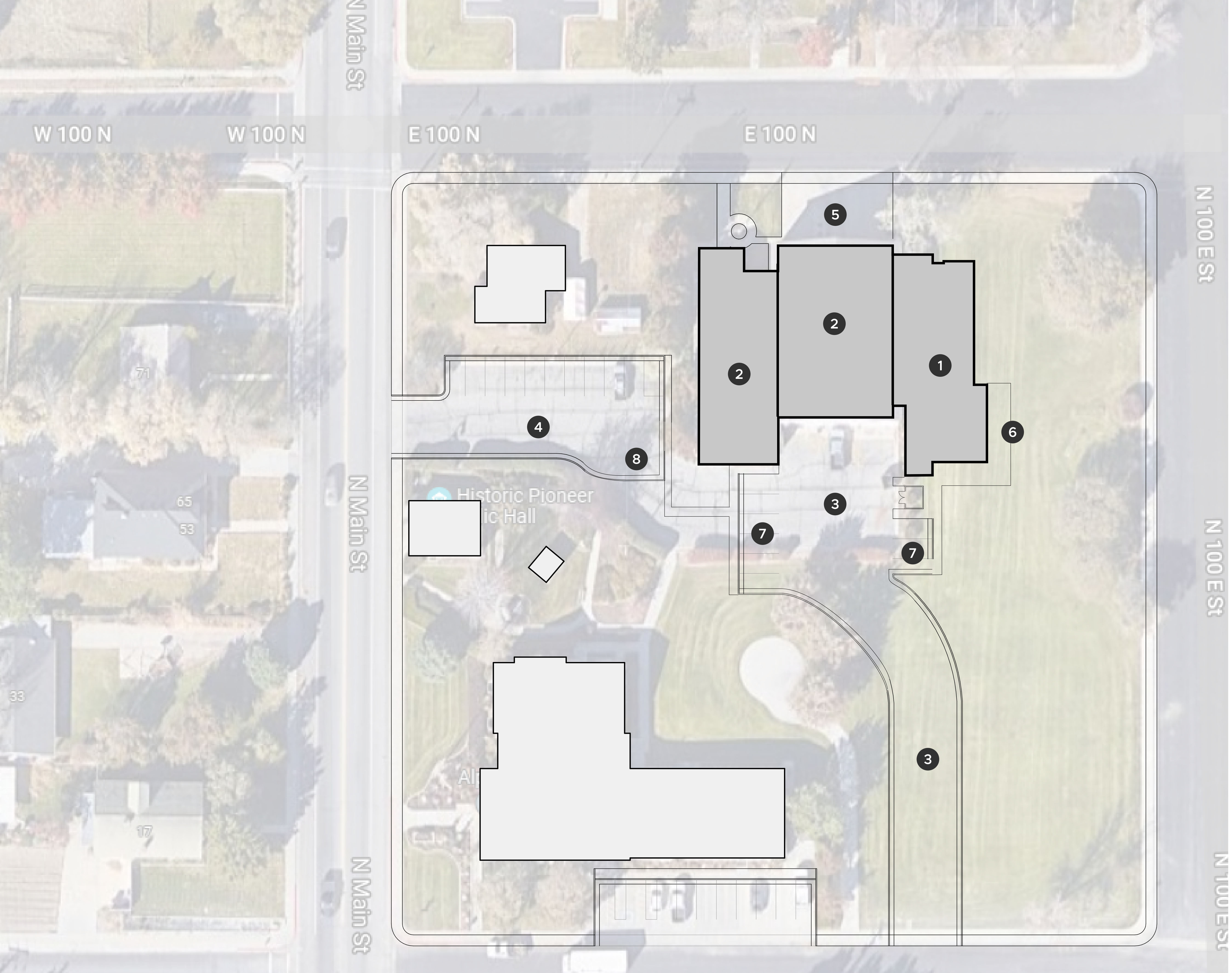
LEGEND

- 1 PROPOSED ADDITION OF FIRE STATION
- 2 EXISTING FIRE STATION (REMODELED)
- 3 INTERIOR UPDATES TO APPRATUS BAY (INSULATION AND LIGHTING AT MINIMUM)
- 4 PROPOSED ENLARGED APPARATUS BAY DOORS
- 5 EXISTING FIRE ADMIN EXTENDED FOOTPRINT AREAS



PROPOSED FLOOR PLAN - NO TOWER OPTION

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LEGEND

- 1 PROPOSED ADDITION OF FIRE STATION
- 2 EXISTING FIRE STATION (REMODELED)
- 3 PROPOSED NEW ROUTE OF APPARATUS ENTRY
- 4 PARKING AREA FOR COMMUNITY (SEPARATED FROM APPARATUS VEHICLES)
- 5 APPARATUS EXIT APRON - REPLACED
- 6 OUTDOOR COVERED PATIO
- 7 (8) ADDITIONAL STALLS RESERVED FOR FIRE CREW
- 8 ADJUSTED EXISTING PARKING LOT

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