



ALPINE CITY COUNCIL MEETING AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a meeting on **Tuesday, February 23, 2016 at 7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

I. CALL MEETING TO ORDER

- A. **Formal Swearing-in of Mayor Sheldon Wimmer**
- B. **Roll Call:** Mayor Sheldon Wimmer
- C. **Prayer:** Kimberly Bryant
- D. **Pledge of Allegiance:** By Invitation

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

III. CONSENT CALENDAR

- A. **Minutes of the City Council Meeting**
- B. **Approval of the 600 N. Sewer Bid**

V. REPORTS AND PRESENTATIONS

VI. ACTION/DISCUSSION ITEMS:

- A. **Ordinance No. 2016-03 – Flood Plain Clarification (Section 4.7.18.2.3.f):** The City Council will approve an amendment to the Subdivision Ordinance that will clarify the requirements for areas of a lot that are within a flood plain.
- B. **Cocolalla Annexation Petition:** The City Council will consider accepting a petition of annexation for 9.242 acres located at 13322 N. Grove Drive.
- C. **Resolution No. 2016-04 -Municipal Wastewater Planning Program Report for 2015:** The City Council will approve the City's self-assessment of its municipal wastewater planning program.
- D. **PUBLIC HEARING - Belcher Boundary Line Adjustment:** The City Council consider allowing a boundary line adjustment between Alpine and Highland.
- E. **Ordinance No. 2016-04** Approving the Belcher Boundary Line Adjustment:
- F. **Westfield Rezone Request:** The City Council will decide if they want to consider the Westfield rezone request and, if they do, what studies do they want to have performed before the City initiates the process to consider a zone change.
- G. **Verizon Cell Phone Tower Usage Contract:** The City Council will review the proposed Verizon cell tower usage contract and make any changes to the contract as they deem necessary.
- H. **Cemetery Discussion:** The City Council will review the status of the cemetery, what the usage rate is, the number of plots that are available, whether a restriction on lot sales is needed and, if needed, what that restriction should be, and direction on how opening and closing costs are charged.
- I. **City Communications:** The Mayor and the City Council will discuss how they would like to proceed with city communications.

VII. STAFF REPORTS

VIII. COUNCIL COMMUNICATION

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

ADJOURN

*Council Members may participate electronically by phone.

Mayor Sheldon Wimmer
February 19, 2016

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need a special accommodation to participate, please call the City Recorder's Office at (801) 756-6241.
CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main and sent by e-mail to The Daily Herald located in Provo, UT, a local newspaper circulated in Alpine, UT. This agenda is also available on our web site at www.alpinecity.org and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html

PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

Public Hearing v. Public Meeting

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

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

ALPINE CITY COUNCIL MEETING
Alpine City Hall, 20 North Main, Alpine, UT
February 9, 2016

I. CALL MEETING TO ORDER: The meeting was called to order at 7:00 pm by Troy Stout, Mayor pro tem.

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

Council Members: Troy Stout - Mayor pro tem, Ramon Beck, Roger Bennett, Kimberly Bryant, Lon Lott
 Staff: Rich Nelson, Charmayne Warnock, David Church, Shane Sorensen, Jason Bond, Chief Brian Gwilliam,
 Annette Scott, Marla Fox, DeAnn Parry, Fire Chief Brad Freeman,
 Others: Sheldon Wimmer, Timothy Clark, Steve Cosper, Judi Pickell, Kelley Gregory, Will Jones, Alice Cosper,
 Keith Gregory, Bryson Gregory, Loraine Lott, Kent Parry, Jane Griener, Carla Merrill, Clive Walters, Steve
 Zolman, Taylor Smith, Terry Smith, Mark Wells, Melanie Ewing, Jennifer Sto, Garn Arnold, Sherry Arnold, David
 Fotheringham, Kay Lindow, Devirl Barfuss, Travis Flygare, Jim Phelps, Cammy Phelps, Tina Page, Ron Harris

B. Prayer: Lon Lott

C. Pledge of Allegiance: Brigham Greer

II. PUBLIC COMMENT: None

III. CONSENT CALENDAR

A. Minutes of January 26, 2016 City Council Meeting

B. Bond Release, Spring Creek Alpine Amended Plat A - \$7,354.80

C. Approve one-year lease on Caterpillar Backhoe Loader - This item was cancelled.

MOTION: Lon Lott moved to approve the Consent Calendar with the minutes of January 26, 2016 as corrected and with the exception of the lease on the backhoe which was cancelled. Ramon Beck seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant, Troy Stout, Roger Bennett, Ramon Beck voted aye. Motion passed.

IV. PRESENTATION OF APPLICANTS FOR POSITION OF MAYOR

Troy Stout said Mayor Don Watkins had stepped down two or three weeks ago which, according to state law, left the selection of the next mayor up to the City Council. Councilman Stout was serving as Mayor pro tem in his absence. The City Council had 30 days to fill the position.

David Church said state law provided that the vacancy should be filled by a vote of the legislative body which was the City Council. Alpine City's municipal code required a vote from at least three Council members (a majority) to pass a motion. The state law required that the votes must be recorded by name and taken in an open meeting. There was no secret ballot. The legislative body was required to interview each applicant in an open meeting, discuss the candidates in an open meeting, and vote in an open meeting. The Council could not adjourn to a closed session to discuss the candidates.

Mr. Church said that the procedure that had been outlined in the previous meeting was that each candidate would have three minutes to make a presentation to the Council about their qualifications. Members of the Council would then interview each candidate for seven or eight minutes after their presentation. Each Council member would then indicate their two top choices for mayor on a piece of paper with their name at the top, and hand it to David Church who would tally the votes to narrow the candidates to two. The Council would then question the remaining candidates if they chose and then vote on who would fill the mayor seat.

The following residents had applied for the mayor seat. As required by law, each one had earlier affirmed under oath that he/she had resided in Alpine for at least a year and was a registered voter, and was not a convicted felon. The candidates each made a presentation to the Council about their qualifications, goals, etc. to be mayor. The candidates are listed in the order in which they applied, and delivered their presentations in the same order.

1 Sheldon G. Wimmer
2 Timothy R. Clark
3 Steve J. Cospers
4 Judi A. Pickell
5 Kelley Gregory
6 Kimberly Bryant
7 Will Jones
8

9 **A. Sheldon G. Wimmer's presentation.**

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11 Mr. Wimmer said he had lived in Alpine for forty years and raised his children here. He had served on the City
12 Council twice over the years. The last time he served on the Council was during the Kester Freeze annexation. He
13 said that regardless of whether people were born here or moved here, once they came to Alpine, they were Alpiners.
14 That had been evident recently when citizens from all over town worked together to help those residents who were
15 affected by the flooding and mudslides. He wanted to carry on with those old-time ethics of helping one another in
16 time of need. He said that one issue they needed to work on was removing contention. Contention was not
17 productive. Regarding annexations and other changes in policy such as the new management plan that the Planning
18 Commission was working on, they needed to have public involvement in the process. On annexations he felt the
19 Council should work closely with the people who owned property and work through the process on an objective
20 basis. They needed to work with the county. The county should be regarded as a partner and not an enemy. He said
21 that he had a lot of respect for all the City Council members and their opinions. Diversity was important on the
22 Council because no one person was as smart as all of us.
23

24 Questions for Sheldon Wimmer from the Council

25
26 *Ramon Beck* asked Mr. Wimmer how he would handle staff and personnel issues if he was the mayor.
27

28 Sheldon Wimmer said he started as a supervisor in 1970 when he worked for the Bureau of Land Management and
29 the US Forest Service. He was a supervisor for 18 years and had a staff of 32 people. His area of responsibility
30 covered much western Wyoming, Idaho, Utah and Nevada, and there were all kinds of management challenges. His
31 philosophy was to give people the job and let them do it. Once a year he would sit down with them and hold an
32 evaluation. He said he believed in being the person that facilitated others' success. He said "Our success comes on
33 the backs of all those who are doing their job." He said Alpine was a great city with great employees.
34

35 *Roger Bennett* asked which events he participated in during Alpine Days and which was his favorite, and what he
36 would do to makes Alpine Days better.
37

38 Sheldon Wimmer said his experience with Alpine Days went back a long time. He'd enjoyed a hamburger at the last
39 event. He said his all-time favorite event was the fish pond they had in the olden days when you could put your pole
40 over the edge of the screen and see what you got. In response to the question about what could be done to make
41 Alpine Days better, Mr. Wimmer said the thing that made Alpine Days a great activity was the involvement of the
42 community.
43

44 *Roger Bennett* said there was a traffic problem on Main Street during certain times of the day. He was what they
45 could do to solve the problem.
46

47 Sheldon Wimmer said that some residents could use Westfield Road. He said that he had been in favor of having a
48 road go out through the gravel pit but some folks didn't want to do that. Highland was working to get a connecting
49 road south of the high school and that would help when it was in. He said one of the problems was that Alpine had
50 boxed themselves in and they had done it on purpose because they didn't want other people coming into town. They
51 hadn't wanted any roads heading west except for Westfield Road. Now they had to handle the impacts from those
52 decisions.
53

54 *Lon Lott* referred to the phrase, "If it's not broke, don't fix it." He asked Mr. Wimmer if anything was broken in
55 Alpine that needed fixing.
56

1 Sheldon Wimmer said that one of the things they needed to look at was their infrastructure. The City had been very
 2 progressive in utilizing water. There were some roads that needed help such as 800 South. Also in terms of roads,
 3 they needed to plan another road out to SR 92. High Bench Road currently stopped at a chain link fence and that
 4 needed to go through although some Highland residents may not like it. First South used to be a nightmare until
 5 they put in Ridge Drive which lifted some of the burden.

6
 7 *Lon Lott* asked Mr. Wimmer what his contribution would be in the next 22 months.

8
 9 Sheldon Wimmer said he would like to sit down with the county and work with them. They needed to make sure
 10 that proposals for annexations were understood by all. Annexations were a great way to make the community grow
 11 but they needed to know the impacts and how the affected the whole city.

12
 13 *Kimberly Bryant* said Mr. Wimmer had talked about his experience as a supervisor. She asked how closely he knew
 14 and had worked with the police and fire chiefs.

15
 16 Sheldon Wimmer said he had worked with Brad Freeman in establishing the EMS program when he was the chair of
 17 the Lone Peak Public Safety District. Mr. Wimmer said he had been serving on the board when Kip Botkin was
 18 hired. He had worked with Chief Gwilliam and others on the Lone Peak PDS but not as much as with Brad Freeman.
 19 He had attended the PSD meetings and at the moment he was the Emergency Coordinator for the District.

20
 21 *Troy Stout* said that Mr. Wimmer had mentioned that he would like to remove contention. He said there were times
 22 when there was disagreements in viewpoint. He said that in his view, contention could be a good thing and bring
 23 about positive change if it was not out of control.

24
 25 Sheldon Wimmer said he didn't think contention was very productive, but he did believe in discussion and the
 26 exchange of ideas. One of the problems that created contention was when an issue was not clearly defined. Another
 27 issue that caused contention was NIMBYism (not in my back yard). He said he had learned that contention went
 28 away when people were involved and informed so they didn't have suspicions.

29
 30 **B. Timothy R. Clark's presentation**

31
 32 Timothy Clark said he appreciated the opportunity to make a statement. He had lived in Alpine for 15 years. He and
 33 his wife Tracy had six children, three of whom were still at home. He owned and had run a boutique consulting firm
 34 for the past decade. He had worked with corporations and in higher education and in the health care industry. His
 35 focus was on strategy and organizational transformation. He had a PhD from Oxford University. He had worked in
 36 the both the public and private sector. His leadership experience was varied. He had been a plant manager at Geneva
 37 Steel where he managed a budget of \$700 million dollars and 2,800 people. As a result of that he had gained
 38 operating experience in a heavily regulated environment including EPA, OSHA, and unions. He had also worked
 39 with the federal government in the Department of Homeland Security and IRS.

40
 41 Mr. Clark said that if he was selected as mayor, he had three priorities which were:

42
 43 1) Implement a long-term planning approach with short-term agility, utilizing global best practices in
 44 planning and execution to be as anticipatory and preemptive as possible. If they didn't do that, they lost strategic
 45 options and the margin for error went down.

46 2) He would suggest they accelerate the resolution of conflicts. The City had some lawsuits and
 47 entanglements. The faster the City would resolve them amicably and fairly, the sooner the City could focus on long-
 48 term planning and take an offensive posture. He said he had extensive experience in conflict resolution, and felt he
 49 could come up to speed very quickly on Alpine City's issues.

50 3) He would engage the citizens to increase citizen civic participation. The demographics of Alpine would
 51 suggest that participation should be higher. There seemed to be quite a bit of apathy here. He said he would improve
 52 communication between the City and the citizens. There were a number of approaches to doing that.

53 In conclusion, Mr. Clark said he had no conflicts of interest of any kind. He owned no property and had no
 54 alliances with developers. He had no personal agenda. His desire to serve was based on a desire to contribute.

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 56 Questions for Timothy Clark from the Council

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Lon Lott asked what Mr. Clark's political experience was on a local basis.

Mr. Clark said he had been a staff intern for U.S. Senate. He had also worked for the Salt Lake County public works department doing an audit of their policies and procedures. He had also served a four-term as the Vice Chairman of the Board for UVU.

Lon Lott asked about city law and what kind of time he had available to take care of the things a mayor would do.

Mr. Clark said he was not an expert on that but felt he could come up to speed on it. Regarding availability, he said he set his own schedule so he could provide the time that was required.

Rich Nelson and Lon Lott listed some of the meetings the mayor typically attended, which included monthly PSD meetings, MAG meeting twice a month, City Council twice a month, various mayor meetings. Mr. Clark said he could fit those things into his schedule.

Kimberly Bryant asked Mr. Clark how many City Council meeting he had attended in the last five years, and why he decided to apply. Did he decide on his own or was he approached by someone?

Mr. Clark said he attended a meeting about once a year so in the last five years - five meetings. He said he had been approached about the mayor seat and decided to apply. He felt the city was at a critical junction and he had a set of skills that could help.

Ms. Bryant asked how he knew the City was at a critical juncture if he didn't come to the meetings.

Mr. Clark said he read the minutes.

Kimberly Bryant asked why he didn't run in the election held a few months ago if he felt the City was at a critical juncture, and how well he knew the staff?

Mr. Clark said he hadn't thought it was the right time. In response to a question about how well he knew the staff, he said he didn't know them too well but he could change that in about a week.

Roger Bennett asked Mr. Clark about his favorite Alpine Days activity, and also asked if he would be willing to serve on the Planning Commission if he was not selected for the mayor seat.

Mr. Clark said his main Alpine Days activity was chasing his son around on a float. He said he was uncertain about serving on the Planning Commission and would have to look into it to understand the opportunity.

Ramon Beck said the other Council members had already asked most of the questions he'd had. Regarding time, Mr. Beck told Mr. Clark that he would have time initially but it always seemed to take more time than anticipated. He asked Mr. Clark if he had any thoughts about things that would work differently than they currently did.

Mr. Clark said he didn't know. The first thing he would do was go on a listening tour and learn what was happening and what the objectives were, then work in a collaboratively way to move forward.

Troy Stout said that there had been other elections and committees in the City where they tried to get people involved and Mr. Clark's name hadn't surfaced. He asked him why he would seek the highest office of the city without serving on other committees first, and why did he think he had the answers to fix the mayorship?

Mr. Clark said he didn't believe he had the answers. He never said that. He said he believed he understood the process and could lead a collaborative effort. but wouldn't presume to know the answers.

Mr. Stout asked why he hadn't gotten involved in local government earlier, and asked how many hours a week he typically put into his job.

1 Mr. Clark said he hadn't gotten involved earlier because it wasn't the right time, not with six children. He said the
2 time he put into his profession varied but usually he worked at least 40 hours a week.
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4 **C. Steve Cospers presentation**

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6 Steve Cospers said that in August he would have lived in Alpine 30 years. He had raised six children in Alpine. His
7 great great grandfather Edmund Nelson moved to Alpine in 1850 and died a few months later. He was the first man
8 buried in the Alpine City cemetery. Professionally Mr. Cospers was a licensed structural engineer. He was president
9 and CEO of Buehner Corporations for four years in the early 90s and had over 300 employees. He left to form his
10 own engineering company in 1994 and had eight employees which was much easier to manage. He had served on
11 the Alpine City Planning Commission for nine years and been the chairman for the last year. He said his service on
12 the Planning Commission had been very gratifying and rewarding.
13

14 Mr. Cospers said his main incentive in putting his name in for the mayor seat was his devotion to Alpine and his love
15 of the people. They had a great sense of community but he felt they could pull the people together even more. He
16 said he loved his work on the Planning Commission. He said he appreciated all the elected officials and their work.
17 It took a lot of courage to run for office and courage to vote for people when they were staring at you. Mr. Cospers
18 said his immediate challenge on the Commission would be to revise the General Plan and define exactly the goals
19 and objects. Alpine had some growth issues. They were contained by boundaries on all sides and they needed to be
20 good stewards of the open land that was left in Alpine. This would help define the ordinances in the Development
21 Code. Mr. Cospers concluded by saying that he was an engineer and looked at things analytically. He was a fact-
22 based guy and not a good politician.
23

24 Questions for Steve Cospers from the Council

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26 *Roger Bennett* asked how he would go about replacing himself on the Planning Commission if he was selected for
27 the mayor seat?
28

29 Steve Cospers said he had been thinking about that. He would like to see someone who was committed to attending,
30 someone who was devoted to the process and willing to put in the time and attend on a consistent basis.
31

32 *Roger Bennett* said that in the past, the Council members had been shut out from making suggestions about who
33 might serve on the Planning Commission. He asked where Mr. Cospers stood on that.
34

35 Steve Cospers said he would definitely be open to suggestions. He was not one who had all the answers which was
36 why he had eight people working for him. He would get the facts from as many sources as he could to make a good,
37 intelligent decision
38

39 *Roger Bennett* asked how they could get more diversity in Alpine in relation to economics, age, etc. The
40 demographic of Alpine seemed to be getting narrower and narrower, and he was concerned about that.
41

42 Steve Cospers said he thought he would start with the General Plan. If they wanted more diversity, it would have to
43 be clearly stated as a goal and then decide how to achieve those goals. The possibility of townhomes had been
44 discussed. They had a limited amount of land left and needed to make good decisions.
45

46 *Ramon Beck* said he'd had all his questions answered.
47

48 *Kimberly Bryant* asked Mr. Cospers how well he knew the staff and wondered if he saw them as something that was
49 broken.
50

51 Mr. Cospers said he knew the staff fairly well. He admired them and appreciated what they did. In his business he
52 viewed his employees as his greatest asset. He would allow them enough room to develop and stand behind them as
53 they developed and not get in their way. He was not a micro manager.
54

1 *Kimberly Bryant* said she had watched Mr. Cospser serve on the Planning Commission over the years and when there
2 was conflict or differences, he brought it together quite well. If he shifted to the mayor seat, would he maintain the
3 same type of approach and personality?
4

5 Mr. Cospser said he thought his personality was pretty well established at that point since he was almost 62 years old.
6 He said there were seven people on the Planning Commission and no one was alike. They had some good
7 discussions and many good points were raised. Everyone got to have their say and at some point a decision had to be
8 made. There were times when not everyone agreed but everyone needed to be heard.
9

10 *Lon Lott* asked if he thought that someone without a historical background or knowledge of current issues in Alpine
11 could be helpful as a mayor in bringing a different perspective to things?
12

13 Steve Cospser said it would depend on the individual. He was not one who would say that someone who was new
14 could not do the job. That was something the Council had to weigh and decide. From his perspective, experience
15 was something that helped him, but lack of experience would not necessarily disqualify someone else from doing
16 the job.
17

18 *Lon Lott* asked about the time requirement for the job.
19

20 Steve Cospser said he owned his own business and could leave as needed. He tended to be a workaholic and worked
21 on Saturdays. He appreciated working with the city and came to every Planning Commission and City Council
22 meeting.
23

24 *Troy Stout* said that the Planning Commission was an administrative and recommending body and the Council was a
25 legislative body. He asked how that changed his perspective when coming from a recommending body to a body
26 that passed laws and was somewhat political.
27

28 Steve Cospser said he was fine being a recommending body because that was their job, and running a business was
29 administrative. He hadn't run for office with signs, etc. but if they chose him to be the mayor he would give it his all.
30

31 *Troy Stout* said he had been privileged to work with Mr. Cospser on the Planning Commission for two years and
32 found him to be very objective and fair-minded.
33

34 Steve Cospser said he felt that his strong suit throughout his career was getting all points of view. He wasn't afraid to
35 make a decision but when he did, he tried to get as much information as he could acquire.
36

37 Ramon Beck thanked Mr. Cospser for his service on the Planning Commission.
38

39 **D. Judi Pickell's presentation** 40

41 Judi Pickell said she was so glad the Council had a difficult decision to make and was pleased that there were so
42 many good candidates. She had called people about filing for the seat because she wanted to utilize the great
43 resources they had in Alpine. She said she hadn't pulled a handcart to Alpine but she was raising her family here and
44 she did contribute to the Mountainville traffic twice a day. She said that when she was asking people to throw their
45 hat in the ring, some of the key qualities she looked for was leadership and the ability to leverage resources and
46 work hard. She said she had those qualities and had demonstrated them not only in her professional life but on the
47 Planning Commission. She made principled decisions with findings to back them up. It was different from a
48 legislative decision.
49

50 Ms. Pickell said that when she saw a need, she worked hard to fill the need. When she saw the need for design
51 guidelines on Main Street, she formed a committee, studied what other cities had, and wrote them. That was what
52 they needed in Alpine - a willingness to fill the need. Alpine was full of great resources and they had an amazing
53 group of wonderful people. In addition, there were other great resources outside Alpine like MAG that they could
54 leverage to help the City grow and develop the way they wanted it to be. She said she had met with many those
55 resources on her own time to discuss how they could benefit Alpine. Ms. Pickell said she could work hard without
56 fanfare. She loved Alpine and saw this as an opportunity to make a great community. She had created the Alpine

1 Business Association to bring people together. When she organized events for the businesses, they asked, why
2 haven't we done this before? She worked to unify the business community so they could apply for grants and come
3 to the Council with one voice.

4
5 She said that as mayor she would like to bring the community together. She said she felt having conflict was good.
6 Having differing opinions was normal and good but the mayor had to make the final decision. She said she was
7 using those ideas and concepts and making something, which was why she would be a good fit as the mayor.

8
9 Questions for Judi Pickell from the Council.

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11 *Troy Stout* questioned her statement that the mayor made the final decision since the mayor didn't have a vote.

12
13 Judi Pickell clarified saying she understood the mayor voted only to break a tie. She saw the mayor as a leader who
14 unified the council and made points that may not otherwise be considered. The mayor furthered discussion and
15 encouraged the public to participate. The mayor ensured that all viewpoints were weighed equally and respected.

16
17 *Troy Stout* asked how well she knew the staff.

18
19 Judi Pickell said he felt she knew the staff really well, not just because of Planning Commission but because of other
20 things she had worked on like putting together welcome bags and utilizing the *Newsline*. She had worked with Jason
21 Bond and Rich Nelson frequently.

22
23 *Ramon Beck* said he appreciated the business association she had formed, and she had done a great job on the
24 Halloween event. He asked how that would change if she was the mayor?

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26 Ms. Pickell said wasn't sure. She didn't own a business and there were people who had said they would take it over.
27 She didn't want to see it fail. She said she would like to have a member of the City Council be a liaison to the
28 association. She had met with Lehi's and American Fork's Chambers of Commerce to see if Alpine could piggyback
29 onto their organization so the structure was there.

30
31 *Lon Lott* asked if she felt someone without historical roots or experience could serve equally well. He also asked
32 about the time commitment since she was already doing a lot.

33
34 Judi Pickell said she absolutely felt there was opportunity for fresh, positive work. What mattered was the person's
35 commitment and leadership style and their desire to bring people together. She said that since she worked for
36 herself, she had the time. She would not have applied for the position if she thought she could not fill the time
37 requirements. She was quite familiar with the city and the frequency and length of meetings.

38
39 *Kimberly Bryant* said she had no questions. She felt she knew her really well and appreciated her time on the
40 Planning Commission.

41
42 *Roger Bennett* said that he too appreciated her time on the Planning Commission and the stands that she took. He
43 asked how they could create more business in Alpine since they were a dead end?

44
45 Judi Pickell said she had met with a lot of people and felt what it boiled down to was vision. A business did not want
46 to come to Alpine and feel like they were blazing the trail. They would come if they were a part of a number of other
47 businesses that would succeed. The City needed to have a plan for Main Street and the business commercial zone to
48 quiet fears about investing in Alpine and give businesses some reassurance that they would succeed. The Business
49 Association was putting on a luncheon where Jason Burningham would be speaking and they would talk about what
50 the community could be and how to get there.

51
52 **E. Kelly Gregory's presentation**

53
54 Kelley Gregory said she had been a resident of Alpine for 30+ years and had five children and seven grandchildren.
55 She talked about how when she'd first moved to Alpine there had been some hostility toward newcomers but she had
56 met with some of those people to find common ground and became lasting friends. She said the reason she applied

1 for the mayor seat was because she wanted to help people. She looked at the mayor as a leader and a manager. She
2 had worked as a manager and was very good at it. She owned a magazine called Alpine Living but not everyone in
3 Alpine received it because it was mailed only to the affluent because they were the most socially active and got the
4 ball rolling. As an administrator of their business in American Fork, she said she'd had to make some tough cuts
5 when the economy sank. They had a staff of 23 and were able to keep all their employees but they all took pay cuts.

6
7 The Utah Auto Expo was an event she put together along with events for the Provo School District and OC Tanner
8 and a football team. She said she was there to represent the citizens and wished it was a position that would be voted
9 on because she felt she would have a strong backing from the community.

10 Questions for Kelley Gregory from the Council

11
12
13 *Kimberly Bryant* said she hoped she ran for mayor or council next time. She was impressed with her resume' and
14 had no questions.

15
16 *Roger Bennett* asked Ms. Gregory what was her favorite event for Alpine Days. He also asked her what she would
17 do about Main Street since she owned an automotive business.

18
19 Kelley Gregory said she loved every bit of it. She brought in two businesses to be a part of Alpine Days and
20 befriended the CEO of Mountain Point Medical. She hoped the City would keep the people they used last year for
21 Alpine Days because they did a great job. Regarding Main Street, she said she drove through the traffic and was
22 very aware of it. One of the things she did was look at the clock before she left. She didn't want to have a traffic
23 light in Alpine but it was something she would love to talk about with the Planning Commission.

24
25 *Ramon Beck* said there would be some curves thrown her way if she was the mayor and asked how she handled
26 problems.

27
28 Ms. Gregory said there were several books released dealing with family issues. She felt the conflicts were similar.
29 For her, she had to look at both sides of the issue, especially with children. She'd learned that as a parent and as the
30 executor of estates.

31
32 *Lon Lott* said there would be some time requirements as the mayor and asked how she would juggle educating
33 herself on the issues and meeting with the staff every week plus the other meetings.

34
35 Ms. Gregory said time management was a huge deal for her. She didn't like being late. She liked to get through
36 meetings quickly, get things done and be gone. She was a time manager.

37
38 *Lon Lott* asked what she thought she would contribute over the next 22 months.

39
40 Ms. Gregory said she thought she would be the voice of the people. She would like to bring down the barriers that
41 created a disconnect between the city and the people and the businesses and the police department. It was something
42 she wanted to look into.

43
44 *Troy Stout* asked how she viewed development, open space and trails.

45
46 Ms. Gregory said that was one of the things she wanted to look at. She wanted to look at everything and bring it all
47 together. She had been reading all the minutes and trying to stay up to speed because she hadn't been to the meetings
48 lately because she'd been ill.

49
50 *Roger Bennett* asked what conflicts she saw as the publisher of her magazine.

51
52 Ms. Gregory said she didn't write it. The articles were written by citizens of the community. It was not a political
53 magazine. It was one where people told their stories. It was for people who wanted to learn about the community.

1 Kimberly Bryant commented that in regard to time management, she may find that citizens who wanted to talk to
2 her would intensify a thousand times. She could never get out of Kohler's in an hour. Talking to people would be her
3 life as the mayor.

4
5 Ms. Gregory said that would not be an issue because she liked talking to people.
6

7 **F. Kimberly Arnold Bryant's presentation**

8
9 Kimberly Bryant said her presentation was different because the Council knew her. She had served on the City
10 Council for 12 years and was the senior member. She had served on numerous other committees while on the
11 Council. She believed in community togetherness and had started the Memorial Day Breakfast, the Easter Egg Hunt
12 back when she was younger. She said she had lots of time. She was single and an empty-nester. She had time to talk
13 to people because they mattered. She said one of the reason she applied for the seat was because she had experience.
14 She didn't need to catch up. She knew everything about the past and present lawsuits. She knew the city attorney
15 very well and worked with the Planning Commission. She said the words contention and tainted had been thrown
16 around but she didn't believe it was contention. It was a difference of opinion. She had stood her ground and voted
17 for what she ran on and what she felt was right. She was committed. One time she left a family event and talked to a
18 County Commissioner for four hours who had wanted to come to her home and talk to her. She did that for the City.
19 Another thing that was important to her was staff. She didn't want to see someone leave because someone was
20 micromanaging. Her thought was that if it's not broke, don't fix it. She believed in unity. There were some things
21 they could do better. She said she had worked on annexations for years and hoped they didn't look at her vote and
22 perceive it as contention. She hoped they would look at her record for the past 12 years. She felt she had been fair to
23 the community and the developers. She felt it was important to have experience in the mayor seat whether it was her
24 or someone else. It was not a good time to be playing catch-up.
25

26 Questions for Kimberly Bryant from the Council

27
28 *Ramon Beck* asked what her vision was for Alpine, and in the past 12 years, what had she accomplished?
29

30 Ms Bryant said she had accomplished a lot. She had worked on several developments. She believed in being fair on
31 annexations and developments. They should keep the density low in the areas where it should be low. She had
32 worked on Alpine Days and worked with the staff in hiring. She was a big voice in hiring Rich Nelson and thought
33 he was doing a fantastic job. She had worked on the PSD and chaired the board because safety was important to her.
34 Ms. Bryant said her vision for Alpine was to have more communication. There were a lot of resources in the City
35 that they didn't use. They didn't have to go outside the community for professional advice.
36

37 *Roger Bennett* asked would she would do as the mayor to solve the traffic problem on Main Street.
38

39 Kimberly Bryant said they had talked about going out of town in different directions. She would meet with the
40 Mountainville charter school and talk about it. She would move the crosswalk back and have the kids transported
41 differently.
42

43 *Troy Stout* said that Ms. Bryant had experience in running for mayor and serving on committees in the place of the
44 mayor. He asked how that qualified her to be the mayor.
45

46 Ms. Bryant said she run for mayor several years earlier and lost by 20 votes. There was an anonymous defaming
47 email that went out about her just before the election. It had been damaging but fortunately they got a wonderful
48 mayor in Hunt Willoughby. She said she was out on the streets talking to people, holding cottage meetings. She a
49 finger on the pulse of the community. There were times when you had to vote against people close to you because
50 you knew it would be better for the community as a whole.
51

52 *Troy Stout* said the mayor was the facilitator of the meeting but didn't have a vote. Often there were people with
53 contradicting points of view. How would she handle that?
54

1 Ms. Bryant said she thought she was good at respecting other people's positions. She didn't believe in shutting
2 people down because they thought differently than she did. If the meeting got out of hand, there was the gavel. She
3 would demand respect for the Council and the citizens.
4

5 *Lon Lott* thanked her for her service over the years and ask her why she wanted to give up her seat on the Council to
6 be the mayor.
7

8 Ms. Bryant said it had been a difficult decision. They had a weak mayor system and the Council ran the show. She
9 said she had lived in Alpine for 47 years and would love to be the person on the phone that could help you. She
10 would work more with the staff and make them feel more appreciated.
11

12 *Lon Lott* said her point about experience was important. There was definitely a learning curve. He asked if she
13 thought that someone without current knowledge would be beneficial to the City.
14

15 Ms. Bryant said she believed new blood was good in a lot of ways but as a mayor with the lawsuits and work going
16 on in the Planning Commission and in executive sessions and with staff, she believed it was better to have someone
17 who was experienced and knew what was going on. She concluded by saying she thought she could to a great job as
18 the mayor.
19

20 **G. Will Jones' presentation**

21

22 Will Jones said he appreciated the willingness of all the candidates to serve. He also wanted to thank the Council
23 and Planning Commission members for their service. He began by quoting some minutes of a prior Alpine City
24 Council meeting. They began by with "Problems had been building, and at their meeting of January 8th (year not
25 mentioned), they felt the impact. Twenty-eight people showed up in arms. The request was for more money and
26 more things to be done than the total budget would allow". The request was tabled and put to a later date. Also in
27 that meeting, committees were formed. A library was established in Alpine. Committees were formed because with
28 all the things they were discussing, there was no way for the Council to get to it so they felt the best way to get the
29 input from citizens was to form committees. The mayor resigned. A council member resigned. The city was having a
30 hard time supplying water to the higher elevations. The city needed to notify the county that they did not want to
31 serve areas outside the city. There was a lot of complacency among the citizens about what their yards looked like.
32 Lady Bird Johnson had said "It was time to clean up, fix up, paint up. So the citizens of Alpine launched a cleanup
33 day and Bill Devey headed it. The population of Alpine at that time was 904 and 500 people showed up to clean,
34 then came to a hotdog roast at City Hall. The community became united. Those who had felt the strain of growing
35 from a population of 500 to 904 made new friends. He said that was in 1965. Ronald Strong became the mayor and
36 Jenny Wild was on the council.
37

38 Mr. Jones said that Alpine City was still struggling to serve the high zone. They didn't sell water to people outside
39 the City. The last resident to move to Alpine still wanted to close the door. He said he believed the community could
40 move in the direction of unity when they all came together and shared the same focus. He said he believed he could
41 lead the community in the direction of unity. What the Council was selecting that evening was an interim coach. He
42 said that a team didn't choose an outside coach halfway through the game. They picked someone from the team who
43 knew the team and knew the plays.
44

45 Questions for Will Jones from the Council

46

47 Roger Bennett said a lot of Alpine's history had disappeared. Alpine Days was an event that brought the community
48 together even though he didn't participate. He asked what they could do to get more diversity in Alpine.
49

50 Will Jones said that there had been study done that caused him great concern. They were losing the children in the
51 elementary schools. Alpine was becoming an aging community. They needed to provide opportunities that allowed
52 young people to stay in Alpine. To do that, they had to go back to their Master Plan and study certain areas and
53 understand how to do that.
54

55 Lon Lott said he enjoyed working with Mr. Jones and seeing his contributions. He asked what his contributions
56 would be over the next two years.

1
2 Will Jones said he would put up a notice of entry so people would know they were coming into Alpine. He would
3 put up a covered bridge over Dry Creek and start developing Main Street. He would build a more accessible drop-
4 off box for the Alpine City water bill so people didn't have to drive over the sidewalk to get to it. He would like to
5 see the *Newsline* redone. He was heavy into trails and would like to see work continued on that. He would like to see
6 a joint partnership between Alpine, Cedar Hills and Highland to expand the Highland's library and the recreation
7 programs in Cedar Hills. They needed a committee run by a mayor and councilman from each of the cities to meet
8 once a quarter. The committee should also include the school principals and the forest service. Highland and Cedar
9 Hills were talking about building a pool and Alpine needed to be involved in that. Those were just some of the
10 things he wanted to be involved with.

11
12 *Lon Lott* said he hoped that if Mr. Jones was not appointed to the mayor seat that evening, he would still achieve the
13 goals he'd listed.

14
15 *Ramon Beck* said that since Mr. Jones had just come off the Council, he wondered how he could be sure that some
16 of the negative issues related to his time on the Council wouldn't be drawn into it.

17
18 Will Jones said the mayor didn't have a vote. The most important thing he could do as the mayor was to bring up the
19 facts on all sides. They may have to postpone a vote for more discussion in order to reach an agreement.

20
21 David Church said the mayor could legally do that.

22
23 *Kimberly Bryant* said that since Will Jones was a developer, would there be a conflict even if he didn't vote? He
24 would still be directing the Council. As the mayor would he be taking a stand on issues like annexations and
25 development.

26
27 Will Jones said that he felt that first and foremost, decisions should stay with the Council. If it got to the point where
28 he needed to take a stand, he would. As a developer, he said he didn't think anyone understood the ordinances better
29 than he did. In developing, he was bound to follow the ordinances. He said the Council could ask staff about it
30 because when he'd done a development, he did it at least equal to and better than what was required.

31
32 *Troy Stout* said it was no secret that his big concern was trails and open space, and Will Jones had made
33 considerable contributions to that. He said that in Mr. Jones' presentation, he'd said pumping water to higher zones
34 was still an issue. He noted that the high zones had gotten higher and higher. He asked about his view on the City's
35 ability to deliver water.

36
37 Will Jones said water pressure in developments should not be the job of the city to fix. In Three Falls, it was the
38 developers who would make sure there was adequate pressure. As a City they couldn't be taking resources from one
39 part of the City to supply another part. In terms of culinary water, he said they had enough culinary water for
40 growth. The problem came with pressurized irrigation, especially during drought years. The City needed to enforce
41 watering restrictions when there was a drought, which was why he had been knocking on doors of people who were
42 violating the restrictions.

43
44 *Troy Stout* said that in terms of annexation, there were those who thought that people who were careful about
45 annexation were anti-annexation. He asked if Mr. Jones thought they should take growth to it its greatest potential or
46 limit the size of the city?

47
48 Will Jones said there were four areas that were left for possible annexation which were Pine Grove and Box Elder
49 South, which were already zoned in the county. The remaining two were the Fitzgerald property and the Melby
50 property. Some may want to consider the Cove and the property across the street from the Cove. He said that was
51 discussion they needed to have and look at what was included in the policy declaration because some of those areas
52 were not included.

53
54 **Presentations and Interviews concluded.**

1 David Church said that according to the guideline they laid out, each Councilmember would put their name on a
2 piece of paper and write their two top choices for mayor on the paper, not necessarily in preferential order.

3
4 Troy Stout recommended they take a five-minute break first then come back to read the results, but before that he
5 invited anyone from the audience to comment if they wished.

6
7 Bryson Gregory said he didn't want to ask the candidates any questions, he just wanted to say that as a long-time
8 resident of Alpine he was being forced to look for a home outside of Alpine because the homes were way out of his
9 price range. He and his wife were both teachers and couldn't afford a home in Alpine at a salary of \$80,000 a year.
10 He asked that as they voted on their selection for mayor, they consider that.

11
12 Steve Snyder said he'd been a resident of Alpine for 18 years and he appreciated the service of the Council. He'd not
13 met Tim Clark or Steve Cosper but he was impressed with them. He felt there may be an over-emphasis on
14 experience. It would at less disruptive to consider either of those gentlemen which would leave the sitting Council
15 intact.

16
17 David Church read the tally of votes and noted that the goal of narrowing it down to the two top candidates had not
18 worked and they would need to vote on who would be in the second spot.

19
20 Sheldon Wimmer 3 votes
21 Timothy Clark 2 votes
22 Kimberly Bryant 2 votes
23 Steve Cosper 2 votes
24 Will Jones 1 vote

25
26 Since the vote was a matter of open record, David Church listed which Council members voted for whom.

27
28 Lon Lott voted for Timothy Clark and Sheldon Wimmer.
29 Ramon Beck voted for Timothy Clark and Sheldon Wimmer.
30 Troy Stout voted for Kimberly Bryant and Steve Cosper.
31 Kimberly Bryant voted for Kimberly Bryant and Steve Cosper.
32 Roger Bennett voted for Sheldon Wimmer and Will Jones.

33
34 Troy Stout said he would like to interject another layer of interview and receive comments from the Council
35 members and why they were voting for Timothy Clark, Kimberly Bryant, or Steve Cosper.

36
37 Ramon Beck said he had talked to Tim Clark during his campaign and felt he had some good ideas. He had also
38 talked to him after the mayor's resignation and felt he had the expertise to help the City. He appreciated that Mr.
39 Clark did not have an ax to grind. He appreciated Steve Snyder's comment.

40
41 Roger Bennett said that of the three candidates for second place, he would vote for Steve Cosper.

42
43 Kimberly Bryant said she would vote for Steve Cosper because she thought that he was an absolutely amazing
44 person. She respected Ramon Beck's point of view but didn't feel like you put your new person on the front lines.
45 She felt experience in government was essential. She said she had asked Steve Cosper to run and felt he would be
46 fair and nonpolitical.

47
48 Lon Lott said he appreciated the talent in the candidates. He echoed what Ramon Beck had said about Tim Clark.
49 Not a lot of people knew him but he had known him for 15 years and didn't know he had the credentials he had. He
50 was a humble man and he would support him.

51
52 Troy Stout said he was very supportive of Steve Cosper. He had good judgment and had trained him when he was a
53 member of the Planning Commission. He said they had a fantastic field of candidates.

1 **MOTION:** Kimberly Bryant moved to nominate Steve Cospers as the second pick. Troy Stout seconded. Ayes: 3
2 Nays: 2. Kimberly Bryant, Troy Stout, Roger Bennett voted aye. Ramon Beck and Lon Lott voted nay. Motion
3 passed.

4
5 The two remaining candidates were Sheldon Wimmer and Steve Cospers.

6
7 Troy Stout proposed that they let the remaining candidates speak. Kimberly Bryant said she would prefer to just ask
8 them questions.

9
10 Ramon Beck and Roger Bennett said they had no questions.

11
12 Lon Lott asked Sheldon Wimmer how the contention between himself and the previous mayor would affect his
13 performance. Was it in the past or would it be coming back into the arena?

14
15 Sheldon Wimmer said that he and Don Watkins had served on a previous Council together and he ran against him
16 for mayor the first time Don Watkins was elected mayor. He said he held no ire toward him. They had worked
17 together in church offices and worked together on emergency preparedness. He felt like he was moving forward. He
18 believed in complete transparency and had no ax to grind.

19
20 Kimberly Bryant said he had known Roger Bennett and Ramon Beck for a long time and had seen them sitting
21 together in the back during meetings. She asked if he felt he could pull himself out of old associations and sit as his
22 own individual over all the Council.

23
24 Sheldon Wimmer said that when he served on the Council previously there were times when he voted against his
25 own personal issues because he felt it was the best thing for the community. He said he would be a friend but would
26 not be swayed based on that. He had no ax to grind and no reason to try to sway any votes.

27
28 Troy Stout asked both Sheldon Wimmer and Steve Cospers to tell them a little more about their thoughts on
29 annexation and interaction with the county.

30
31 Sheldon Wimmer said he did not look at the county as the bad guy. Sometimes development went into the county
32 but they said they really preferred to have the cities deal with them. The Willow Canyon annexation went to a
33 referendum and 65% of the people voted in favor of annexation. He said annexation was about the process, not
34 about the individual. They needed to look at how it impacted the city and how it benefited the city. When the Kester
35 Freeze (Willow Canyon) annexation first came before them, it showed 150 houses and ended up with 45 homes.
36 Zoning was another issue. Some people said they wanted half-acre lots or whatever, but it should reflect the
37 neighborhood around them.

38
39 Troy Stout said a lot was said about annexing to keep tax dollars in the city. He asked if they should hold to their
40 standards or succumb to a developer's threats to go to the county.

41
42 Sheldon Wimmer said they should follow their ordinances as they saw them. He didn't think they had been held
43 hostage by threats. The City should make sure they did their due diligence and do what was best for the city. He said
44 one thing that had been talked about was the CE-1 zone in the county. It was never considered an environmental
45 zone. It was considered a holding zone because the county needed to designate some kind of zone. They preferred
46 the development occur in the adjoining cities. He said he would work with the county to make sure the City's needs
47 were met.

48
49 Steve Cospers said annexation was a question that had come up in the Planning Commission. His feelings were that
50 annexation served a purpose. He recommended annexation along with the Planning Commission. He felt it brought a
51 sense of community. The people who lived in those areas were going to be their neighbors and they should be a part
52 of the community. That said, annexation should be done fairly. There was always the development aspect. He felt
53 the General Plan needed to be looked at carefully. He said that personally he was in favor of bringing people into the
54 community. He would rather see them in the city than in the county. It didn't need to be antagonistic. He was pleased
55 that the County Commissioners had come to their meetings. Alpine didn't have a lot of land left. They needed to be
56 respectful.

1
2 Kimberly Bryant asked Sheldon Wimmer why he hadn't run for office in the election last fall or in the mayor
3 election two years ago?
4

5 Mr. Wimmer said he undertaken a very personal review of the question of running, and it was a personal answer to
6 prayer that he shouldn't. It was something else that he should do in the future.
7

8 Lon Lott asked Steve Cospers what would happen with his spot on the Planning Commission if he were selected?
9

10 Steve Cospers said they had some real dedicated talent on the Planning Commission. He had loved serving on the
11 Planning Commission but if he was replaced, he would expect it to be someone who attended the meetings as much
12 as he did. He'd missed three meetings in the last eight years. It would take some introspection to find someone. The
13 General Plan needed to be carefully crafted. The mayor appointed someone to the Planning Commission but it was
14 the Commissioners that selected the chairman.
15

16 Kimberly Bryant said she thought both men were great candidates and would serve Alpine well, but she would
17 select Steve Cospers. He was not involved in conflict. He had a great knowledge of general plans and zones. He
18 solved problems well and listened to the citizens. He was involved but not overly involved.
19

20 There was a roll call vote of the Council on their choice for mayor.
21

22 **Council Member**

Candidate

23		
24	Lon Lott	Sheldon Wimmer.
25	Kimberly Bryant	Steve Cospers.
26	Troy Stout	Steve Cospers.
27	Roger Bennett	Sheldon Wimmer.
28	Ramon Beck	Sheldon Wimmer.
29		

30 Sheldon Wimmer received three votes. Steve Cospers received two votes. Sheldon Wimmer was selected as the new
31 mayor.
32

33 David Church said they could have an informal swearing-in so Mr. Wimmer could assume his duties. A formal
34 ceremony could be held at the next meeting.
35

36 **MOTION:** Troy Stout moved to adjourn. Lon Lott seconded. Ayes: 5 Nays: 0. Troy Stout, Lon Lott, Kimberly
37 Bryant, Roger Bennett, Ramon Beck voted aye. Motion passed.
38

39 The meeting was adjourned at 9:55 pm.
40
41
42
43
44
45
46
47
48
49
50
51
52

2162 West Grove Parkway, Suite 400
Pleasant Grove, Utah 84062
www.horrocks.com



Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

February 17, 2016

Shane Sorensen, P.E.
Alpine City Engineer
20 North Main
Alpine, Utah 84004

Subject: Storm Drain and Sewer Improvements Project

Dear Shane:

Attached is the bid tabulation for the Storm Drain and Sewer Improvements Project. The low bidder was B. Hansen Construction, Inc. Their Base Bid was for \$117,622.00, which was 32 percent below the engineer's estimate and their Additive Alternate Bid was for \$56,690.00 which was 39 percent below the engineer's estimate. There were a total of seven bidders on this project with an average Base Bid price of \$139,057.79 and an average Additive Alternate Bid price of \$77,841.90.

We understand that you have reviewed the City's budget for this project and want to award both the Base Bid and Additive Alternate Bid. Therefore, we recommend the Base Bid and Additive Alternate Bid be awarded to B. Hansen Construction, Inc. We have checked their license, bonding, and references and have found everything in order.

Attached are three (3) copies of the Notice of Award if the City so chooses to award this project to B. Hansen Construction, Inc.

If you have any questions please call.

Sincerely,
HORROCKS ENGINEERS



Bradley C. Conder, P.E.
Project Engineer

Digitally signed by Bradley C.
Conder, P.E.
DN: cn=Bradley C. Conder, P.E.,
o=Horrocks Engineers, ou,
email=bradc@horrocks.com,
c=US
Date: 2016.02.17 16:51:25 -07'00'

cc: file

DOCUMENT 003600

NOTICE OF AWARD

To: B. Hansen Construction, Inc.
2310 West 850 North
Layton, UT 84041

PROJECT Description: Alpine City – Storm Drain and Sewer Improvements Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated January 24, 2016, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$177,312.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 2016.

Alpine City
Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE OF
AWARD is hereby acknowledged

Title Mayor

By _____

this the _____ day of _____, 2016.

By _____

Title _____

DOCUMENT 003600

NOTICE OF AWARD

To: B. Hansen Construction, Inc.
2310 West 850 North
Layton, UT 84041

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Dated this _____ day of _____, 2016.

Alpine City
Owner

ACCEPTANCE OF NOTICE

By _____

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Title Mayor

By _____

this the _____ day of _____, 2016.

By _____

Title _____

DOCUMENT 003600

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Dated this _____ day of _____, 2016.

Alpine City
Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Title Mayor

By _____

this the _____ day of _____, 2016.

By _____

Title _____

**Engineer's Estimate
Horrocks Engineers**

Project Manager: John E. Schiess, P.E.
Project Engineer: Bradley C. Conder, P.E.

Construction Cost Index: 10037

Bid Opening: Alpine City Hall
Date: February 16, 2016
Time: 2:00 PM
For: Storm Drain and Sewer Improvements Project
Alpine City
20 North Main Street
Alpine, Utah 84004

Base Bid

Contractors
Cody Ekker Construction, Inc. \$113,725.00
B. Hansen Construction, Inc. \$117,622.00
Johnston & Phillips, Inc. \$122,702.00
Noland & Son Construction Co., Inc. \$135,239.00
Landmark Excavating, Inc. \$152,075.50
Carlton Incorporated \$158,251.00
Counterpoint Construction Co., Inc. \$173,790.00

Additive Alternate

Contractors
Cody Ekker Construction, Inc. \$65,885.00
B. Hansen Construction, Inc. \$59,690.00
Johnston & Phillips, Inc. \$75,268.00
Noland & Son Construction Co., Inc. \$70,544.00
Landmark Excavating, Inc. \$80,227.50
Carlton Incorporated \$84,928.80
Counterpoint Construction Co., Inc. \$108,350.00

Average \$139,057.79
Engineer's Estimate \$174,090.00
Percent Difference 25%
Average \$77,841.90
Engineer's Estimate \$97,740.00
Percent Difference 26%

Base Bid				Engineer's Estimate		Bidder 1 Cody Ekker Construction, Inc.		Bidder 2 B. Hansen Construction, Inc.		Bidder 3 Johnston & Phillips, Inc.		Bidder 4 Noland & Son Construction Co., Inc.	
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (not greater than 5%)	1	LS	\$6,800.00	\$6,800.00	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00	\$3,000.00	\$3,000.00	\$6,155.75	\$6,155.75
2	8-Inch PVC Sewer Pipe	300	LF	\$75.00	\$22,500.00	\$40.00	\$12,000.00	\$36.00	\$10,800.00	\$71.00	\$21,300.00	\$49.55	\$14,865.00
3	48-Inch Sewer Manhole	2	EA	\$4,000.00	\$8,000.00	\$2,975.00	\$5,950.00	\$3,000.00	\$6,000.00	\$2,318.00	\$4,636.00	\$2,150.00	\$4,300.00
4	48-Inch Cast-In-Place Sewer Manhole	1	EA	\$5,000.00	\$5,000.00	\$3,950.00	\$3,950.00	\$3,000.00	\$3,000.00	\$2,875.00	\$2,875.00	\$7,980.00	\$7,980.00
5	30-Inch RCP Storm Drain Pipe	400	LF	\$110.00	\$44,000.00	\$69.00	\$27,600.00	\$64.00	\$25,600.00	\$92.00	\$36,800.00	\$97.90	\$39,160.00
6	60-Inch Storm Drain Manhole	1	EA	\$4,000.00	\$4,000.00	\$2,900.00	\$2,900.00	\$3,200.00	\$3,200.00	\$3,102.00	\$3,102.00	\$2,605.00	\$2,605.00
7	72-Inch Storm Drain Manhole	1	EA	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$4,200.00	\$4,200.00	\$4,305.00	\$4,305.00	\$5,895.00	\$5,895.00
8	Loop Lehi City 8-Inch Waterline	1	EA	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$6,200.00	\$6,200.00	\$7,650.00	\$7,650.00
9	12-Foot Roadway	7200	SF	\$5.00	\$36,000.00	\$3.25	\$23,400.00	\$3.00	\$21,600.00	\$2.45	\$17,640.00	\$3.05	\$21,960.00
10	Class "A" Road Repair	1300	SF	\$6.00	\$7,800.00	\$5.00	\$6,500.00	\$3.50	\$4,550.00	\$3.35	\$4,355.00	\$7.54	\$9,802.00
11	Class "B" Road Repair	3600	SF	\$4.00	\$14,400.00	\$1.50	\$5,400.00	\$3.50	\$12,600.00	\$1.05	\$3,780.00	\$0.80	\$2,880.00
12	Imported Backfill	250	Ton	\$15.00	\$3,750.00	\$15.00	\$3,750.00	\$10.00	\$2,500.00	\$25.00	\$6,250.00	\$5.00	\$1,250.00
13	2-Inch Stabilization Rock	17	Ton	\$20.00	\$340.00	\$25.00	\$425.00	\$16.00	\$272.00	\$27.00	\$459.00	\$16.25	\$276.25
14	Tree Removal	1	EA	\$1,500.00	\$1,500.00	\$1,950.00	\$1,950.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,245.00	\$1,245.00
15	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$5,995.00	\$5,995.00
16	Testing (Compaction and Video)	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$3,220.00	\$3,220.00
TOTAL BID					\$174,090.00		\$113,725.00		\$117,622.00		\$122,702.00		\$135,239.00

Additive Alternate				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
17	36-Inch RCP Storm Drain Pipe	240	LF	\$140.00	\$33,600.00	\$99.00	\$23,760.00	\$75.00	\$18,000.00	\$109.10	\$26,184.00	\$93.20	\$22,368.00
18	72-Inch Storm Drain Manhole	1	EA	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$4,000.00	\$4,000.00	\$4,805.00	\$4,805.00	\$5,797.00	\$5,797.00
19	Loop Water Lateral	2	EA	\$1,000.00	\$2,000.00	\$700.00	\$1,400.00	\$1,800.00	\$3,600.00	\$3,650.00	\$7,300.00	\$815.00	\$1,630.00
20	Relocate Sewer Lateral	2	EA	\$2,500.00	\$5,000.00	\$700.00	\$1,400.00	\$1,200.00	\$2,400.00	\$775.00	\$1,550.00	\$1,980.00	\$3,960.00
21	Loop 8-Inch Waterline	1	EA	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$3,815.00	\$3,815.00	\$6,310.00	\$6,310.00
22	Loop Lehi City 8-Inch Waterline	1	EA	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$3,800.00	\$3,800.00	\$6,200.00	\$6,200.00	\$7,650.00	\$7,650.00
23	Class "A" Road Repair	3500	SF	\$6.00	\$21,000.00	\$4.50	\$15,750.00	\$3.50	\$12,250.00	\$3.25	\$11,375.00	\$4.19	\$14,665.00
24	Imported Backfill	400	Ton	\$15.00	\$6,000.00	\$15.00	\$6,000.00	\$10.00	\$4,000.00	\$25.00	\$10,000.00	\$5.00	\$2,000.00
25	2-Inch Stabilization Rock	7	Ton	\$20.00	\$140.00	\$25.00	\$175.00	\$20.00	\$140.00	\$27.00	\$189.00	\$16.25	\$113.75
26	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$2,250.00	\$2,250.00	\$4,515.25	\$4,515.25
27	Testing (Compaction and Video)	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$1,535.00	\$1,535.00
TOTAL BID					\$97,740.00		\$65,885.00		\$69,690.00		\$75,268.00		\$70,544.00

Base Bid				Engineer's Estimate		Bidder 5 Landmark Excavating, Inc.		Bidder 6 Carlton Incorporated		Bidder 7 Counterpoint Construction Co., Inc.		Average	
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (not greater than 5%)	1	LS	\$6,800.00	\$6,800.00	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$6,850.82	\$6,850.82
2	8-Inch PVC Sewer Pipe	300	LF	\$75.00	\$22,500.00	\$64.00	\$19,200.00	\$75.90	\$22,770.00	\$55.00	\$16,500.00	\$55.92	\$16,776.43
3	48-Inch Sewer Manhole	2	EA	\$4,000.00	\$8,000.00	\$3,100.00	\$6,200.00	\$3,527.00	\$7,054.00	\$5,000.00	\$10,000.00	\$3,152.85	\$6,305.71
4	48-Inch Cast-In-Place Sewer Manhole	1	EA	\$5,000.00	\$5,000.00	\$3,425.00	\$3,425.00	\$8,210.00	\$8,210.00	\$8,000.00	\$8,000.00	\$5,348.57	\$5,348.57
5	30-Inch RCP Storm Drain Pipe	400	LF	\$110.00	\$44,000.00	\$111.70	\$44,680.00	\$86.62	\$34,648.00	\$75.00	\$30,000.00	\$85.17	\$34,069.71
6	60-Inch Storm Drain Manhole	1	EA	\$4,000.00	\$4,000.00	\$3,235.00	\$3,235.00	\$3,605.00	\$3,605.00	\$6,000.00	\$6,000.00	\$3,521.00	\$3,521.00
7	72-Inch Storm Drain Manhole	1	EA	\$5,000.00	\$5,000.00	\$4,215.00	\$4,215.00	\$5,460.00	\$5,460.00	\$8,000.00	\$8,000.00	\$5,139.29	\$5,139.29
8	Loop Lehi City 8-Inch Waterline	1	EA	\$5,000.00	\$5,000.00	\$6,425.00	\$6,425.00	\$4,307.00	\$4,307.00	\$21,000.00	\$21,000.00	\$7,583.14	\$7,583.14
9	12-Foot Roadway	7200	SF	\$5.00	\$36,000.00	\$3.25	\$23,400.00	\$3.46	\$24,912.00	\$4.00	\$28,800.00	\$3.21	\$23,101.71
10	Class "A" Road Repair	1300	SF	\$6.00	\$7,800.00	\$5.81	\$7,553.00	\$9.00	\$11,700.00	\$5.00	\$6,500.00	\$5.60	\$7,280.00
11	Class "B" Road Repair	3600	SF	\$4.00	\$14,400.00	\$1.40	\$5,040.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$2.04	\$7,328.57
12	Imported Backfill	250	Ton	\$15.00	\$3,750.00	\$12.00	\$3,000.00	\$15.10	\$3,775.00	\$4.00	\$10,000.00	\$17.44	\$4,360.71
13	2-Inch Stabilization Rock	17	Ton	\$20.00	\$340.00	\$17.50	\$297.50	\$30.00	\$510.00	\$70.00	\$1,190.00	\$28.82	\$489.96
14	Tree Removal	1	EA	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$2,670.71	\$2,670.71
15	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$3,735.00	\$3,735.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$4,104.29	\$4,104.29
16	Testing (Compaction and Video)	1	LS	\$5,000.00	\$5,000.00	\$5,170.00	\$5,170.00	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00	\$4,127.14	\$4,127.14
TOTAL BID					\$174,090.00		\$152,075.50		\$158,251.00		\$173,780.00		\$139,057.79

Additive Alternate				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
17	36-Inch RCP Storm Drain Pipe	240	LF	\$140.00	\$33,600.00	\$105.50	\$25,320.00	\$132.87	\$31,888.80	\$115.00	\$27,600.00	\$104.24	\$25,017.26
18	72-Inch Storm Drain Manhole	1	EA	\$5,000.00	\$5,000.00	\$4,215.00	\$4,215.00	\$5,860.00	\$5,860.00	\$9,000.00	\$9,000.00	\$5,368.14	\$5,368.14
19	Loop Water Lateral	2	EA	\$1,000.00	\$2,000.00	\$1,350.00	\$2,700.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$1,759.29	\$3,518.57
20	Relocate Sewer Lateral	2	EA	\$2,500.00	\$5,000.00	\$1,995.00	\$3,990.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00	\$1,664.29	\$3,328.57
21	Loop 8-Inch Waterline	1	EA	\$5,000.00	\$5,000.00	\$6,425.00	\$6,425.00	\$4,650.00	\$4,650.00	\$6,500.00	\$6,500.00	\$5,100.00	\$5,100.00
22	Loop Lehi City 8-Inch Waterline	1	EA	\$5,000.00	\$5,000.00	\$6,425.00	\$6,425.00	\$5,150.00	\$5,150.00	\$18,000.00	\$18,000.00	\$7,317.86	\$7,317.86
23	Class "A" Road Repair	3500	SF	\$6.00	\$21,000.00	\$4.95	\$17,325.00	\$3.76	\$13,160.00	\$5.00	\$17,500.00	\$4.16	\$14,575.00
24	Imported Backfill	400	Ton	\$15.00	\$6,000.00	\$12.00	\$4,800.00	\$15.10	\$6,040.00	\$38.00	\$15,200.00	\$17.16	\$6,862.86
25	2-Inch Stabilization Rock	7	Ton	\$20.00	\$140.00	\$17.50	\$122.50	\$30.00	\$210.00	\$150.00	\$1,050.00	\$40.82	\$285.75
26	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$3,735.00	\$3,735.00	\$4,750.00	\$4,750.00	\$2,500.00	\$2,500.00	\$3,535.75	\$3,535.75
27	Testing (Compaction and Video)	1	LS	\$5,000.00	\$5,000.00	\$5,170.00	\$5,170.00	\$3,220.00	\$3,220.00	\$3,000.00	\$3,000.00	\$2,932.14	\$2,932.14
TOTAL BID					\$97,740.00		\$80,227.50		\$84,928.80		\$108,360.00		\$77,841.90

* Denotes a mathematical error

I hereby certify that this is a true and correct Bid Tabulation for the Storm Drain and Sewer Improvements Project



Digitally signed by Bradley C. Conder, P.E.
DN: cn=Bradley C. Conder, P.E., o=Horrocks Engineers, ou, email=bradc@horrocks.com, c=US
Date: 2016.02.16 16:16:12 -07'00'

Bradley C. Conder, P.E.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance No. 2016-03 Clarifying Flood Plain Requirement

FOR CONSIDERATION ON: 23 February 2016

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Adopt Ord. No. 2016-03

APPLICABLE STATUTE OR ORDINANCE: Article 4.7.18

PETITION IN COMPLIANCE WITH ORDINANCE: Yes

BACKGROUND INFORMATION:

This paragraph (4.7.18.2.3.f) was just amended at the last City Council meeting. However, it was also determined that this paragraph concerning the flood plain requirement needed more amendments and clarification. See attached proposed amendments.

PLANNING COMMISSION MOTION:

We recommend to the City Council that Ordinance No. 2016-03 be adopted which would clarify the requirement for lots that contain land in a floodplain.

Paragraph 4.7.18.2.3.f

- f. ~~Proposed and existing~~ Lots that contain land in the floodplain area shall contain a minimum area outside the floodplain corresponding to the underlying zone. For example, a lot in the TR-10,000 zone must have at least 10,000 sq. ft of land ~~which is an elevation at least two feet above the elevation of~~ above the 100-Year Recurrence Interval Flood. CR-20,000 lots in a floodplain must have at least 20,000 sq. ft. of land ~~that is two feet~~ above the 100-Year Recurrence Interval Flood. A CR-40,000 lot in a floodplain must have at least 40,000 sq. ft. of land ~~that is two feet~~ above the 100-Year Recurrence Interval Flood. Whenever 100-Year Recurrence Interval Flood data is not available, the required area as described above will be five feet above the elevation of the maximum flood of record. (Ord. 2004-13, 09/28/04, Ord. 2016-02, 01/26/16, Ord. 2016-03, 02/23/16)

ORDINANCE NO. 2016-03

AN ORDINANCE ADOPTING AMENDMENTS TO SECTION 4.7.18 OF THE ALPINE CITY DEVELOPMENT CODE RELATING TO THE FLOOD PLAIN REQUIREMENT.

WHEREAS, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance to clarify the flood plain requirement; and

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

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

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

The amendments to Section 4.7.18 contained in the attached document will supersede Section 4.7.18 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 23rd day of February 2016.

Sheldon Wimmer, Mayor

ATTEST:

Charmayne G. Warnock, Recorder

4.7.18 STORM DRAINAGE AND FLOOD PLAINS

1. Drainage System. Complete drainage systems for the entire subdivision area shall be designed by a professional engineer, licensed in the State of Utah and qualified to perform such work, and shall be shown graphically. All existing drainage features which are to be incorporated in the design shall be so identified. If the Final Plat is to be presented in sections, a general drainage plan for the entire area shall be presented with the first section, and appropriate development stages for the drainage system for each section indicated.
2. Design. The drainage and flood plain systems shall be designed to:
 - (1) Permit the unimpeded flow of natural water courses.
 - (2) Ensure adequate drainage of all low points.
 - (3) Ensure applications of the following regulations regarding development in designated flood plains:
 - a. Construction of buildings shall not be permitted in a designated flood way with a return frequency more often than a 100-year storm.
 - b. Building construction may occur in that portion of the designated flood way where the return frequency is between a 100-year and a maximum probable storm provided all usable floor space is constructed above the designated maximum probable flood level.
 - c. Where flood way velocities are generally determined to be under five feet (5') per second and maximum flood depth will not exceed three feet (3'), such uses as cultivated agriculture, nurseries, parks and recreation facilities and accessory parking may be permitted.
 - d. Any use of land is prohibited where flooding would create a public health hazard or problem. This includes shallow wells, uncased deep wells, sanitary land fills, septic tank and on-lot sewage disposal systems, water treatment plants, and also sewage disposal systems not completely protected from inundation.
 - e. Any contemplated flood plain encroachment or channeling shall be thoroughly analyzed and its effect on stream flow determined before such encroachment is undertaken. Any construction, dumping, and filling operations in a designated flood way constitutes an encroachment and must be approved by the Planning Commission, before accomplishment.
 - f. Lots that contain land in the floodplain area shall contain a minimum area outside the floodplain corresponding to the underlying zone. For example, a lot in the TR-10,000 zone must have at least 10,000 sq. ft of land above the 100-Year Recurrence Interval Flood. CR-20,000 lots in a floodplain must have at least 20,000 sq. ft. of land above the 100-Year Recurrence Interval Flood. A CR-40,000 lot in a floodplain must have at least 40,000 sq. ft. of land above the 100-Year Recurrence Interval Flood. Whenever 100-Year Recurrence Interval Flood data is not available, the required area as described above will be five feet above the elevation of the maximum flood of record. (Ord. 2004-13, 09/28/04, Ord. 2016-02, 01/26/16, Ord. 2016-03, 02/23/16)
 - (4) Insure that lots are adequately drained into the city storm drain system as required by the City Engineer. (Ord. 2004-13, 9/28/04)

3. Drainage System Plans

- (1) The drainage system shall be designed to consider the drainage basin as a whole and shall accommodate not only runoff from the subdivision area but also, where applicable, the system shall be designed to accommodate the runoff from those areas adjacent to and "upstream" from the subdivision itself, as well as its effects on lands downstream.
- (2) All proposed surface-drainage structures shall be indicated on the plans.
- (3) All appropriate designs, details, and dimensions needed to clearly explain proposed construction materials and elevations shall be included in the drainage plans.
- (4) Detention basins must be designed to accommodate the 50-year storm. The basins must be designed to drain at a controlled rate, not to exceed 0.2 CFS per acre.
- (5) The minimum allowable pipe size for any portion of the storm drain system shall be fifteen inches.

4. Detention and Retention Basins. Detention basins shall be designed to accommodate a 50-year storm. Retention basins shall be designed to accommodate a 100-year storm. The basins shall be designed to drain at a controlled rate, not to exceed 0.2 CFS per developed acre. Detention/retention basins shall be graded to a 4:1 slope and seeded_and sprinkles shall be installed upon recommendation of the City Engineer and the Planning Commission to the City Council. (Ord. 2002-14)

ALPINE CITY COUNCIL AGENDA

SUBJECT: Cocolalla Annexation Petition

FOR CONSIDERATION ON: February 23, 2016

PETITIONER: Will Peterson

ACTION REQUESTED BY PETITIONER: Consider accepting the annexation petition to begin the process.

APPLICABLE STATUTE OR ORDINANCE: State Code

BACKGROUND INFORMATION: Will Peterson has submitted an annexation petition on behalf of Josh James for the property located 13322 N. Grove Drive and consisting of 9.242 acres. The property is contiguous to the Alpine City boundaries and the adjacent zoning is CR-40,000.

Attached is a copy of the annexation petition and plat.

Recommendation:

Consider a motion to accept or deny the Cocolalla petition to begin the process.



Annexation Application

20 North Main Alpine, UT 84004 • 801-756-6347 (Phone) • 801-756-1189 (Fax) • www.alpinecity.org

Contact Information

Applicant / Sponsor Will PETERSON Date 1-27-16

Address P.O. Box 844 City HEBER State UT Zip 84032

Phone 801-372-5572 Fax _____ Email SCALECONSTRUCTION@MSN.COM

Project Information

Annexation Name COCOLALLA Current Use _____

Project Address 13322 GROVE DR. Proposed Zoning CR 40000

Annexation Size (in acres) 9.242 Inside Policy Declaration Boundaries? _____

Source of Water Rights

Irrigation Stock ALPINE # of Shares 15 PRIM
4 SEC 19 Company _____

Other Water Rights _____ # of Shares _____ Company _____

Other Acceptable Contribution _____

Owners of Petitions

1. Name Joshua G. James Signature [Signature] Date 1/26/16

2. Name _____ Signature _____ Date _____

3. Name _____ Signature _____ Date _____

4. Name _____ Signature _____ Date _____

5. Name _____ Signature _____ Date _____

Annexation Petition Requirements

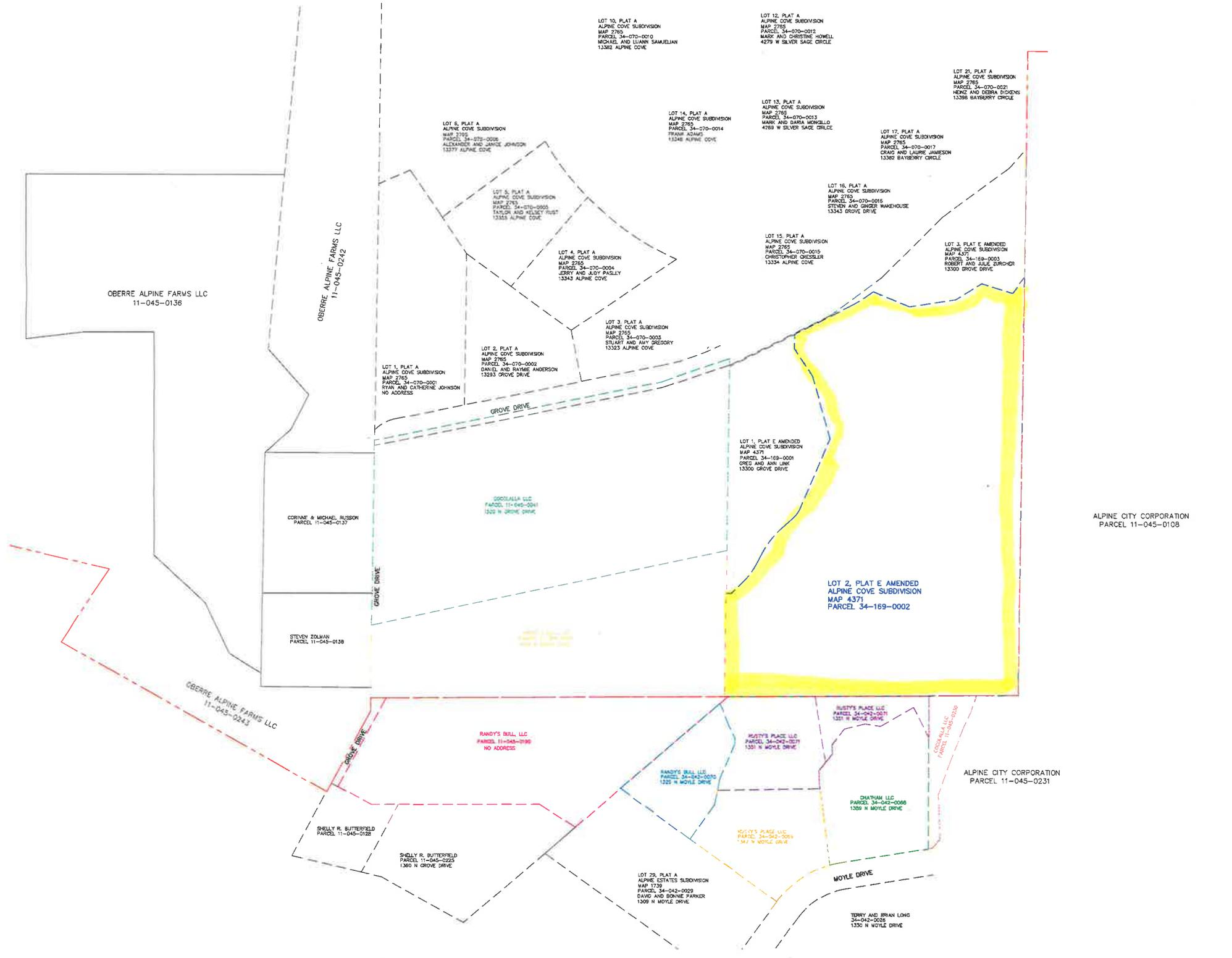
Total Annexation Property (in acres) 9.242 Total Annexation Property (in acres) _____

Percentage of Annexation Area Signers 100% Percentage of Assessed Value of Signers _____

Assessed Value of all Real Property 2800000 Assessed Value of Signatory Properties _____

FOR CITY USE ONLY

Annexation Fee Date Fee Paid / Payment Type 500 cash Receipt # 5547
(Application Fee \$350 + Plat Review Fee \$150 + Actual Cost of Annexation Study)



LOT 10, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0010
MICHAEL AND LUANN SAMUELJAN
13362 ALPINE COVE

LOT 12, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0012
MARK AND CHRISTINE HOWELL
4279 W SILVER SAGE CIRCLE

LOT 21, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0021
HENZ AND DEBRA DICKENS
13398 BAYBERRY CIRCLE

LOT 13, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0013
MARK AND GARRA MONTELLI
4289 W SILVER SAGE CIRCLE

LOT 17, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0017
CRAIG AND LAURIE JAMESON
13362 BAYBERRY CIRCLE

LOT 14, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0014
FRANK ADAMS
13248 ALPINE COVE

LOT 16, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0016
STEVEN AND SUEVER WAKEHOUSE
13343 GROVE DRIVE

LOT 3, PLAT E AMENDED
ALPINE COVE SUBDIVISION
MAP 4371
PARCEL 34-169-0003
ROBERT AND SUE BURCHER
13300 GROVE DRIVE

LOT 15, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0015
CHRISTOPHER GOEDSLER
13234 ALPINE COVE

LOT 4, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0004
JERRY AND JUDY PASLEY
13343 ALPINE COVE

LOT 3, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0003
STUART AND RAY GREGORY
13323 ALPINE COVE

LOT 2, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0002
DANIEL AND RAYME ANDERSON
13293 GROVE DRIVE

LOT 1, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0001
RYAN AND CATHERINE JOHNSON
NO ADDRESS

LOT 1, PLAT E AMENDED
ALPINE COVE SUBDIVISION
MAP 4371
PARCEL 34-169-0001
GREG AND ANN LINK
13300 GROVE DRIVE

COOGLALA LLC
PARCEL 11-045-0041
1320 N GROVE DRIVE

CORINNE & MICHAEL RUSSON
PARCEL 11-045-0137

ALPINE CITY CORPORATION
PARCEL 11-045-0108

LOT 2, PLAT E AMENDED
ALPINE COVE SUBDIVISION
MAP 4371
PARCEL 34-169-0002

STEVEN ZOLMAN
PARCEL 11-045-0138

OBERRE ALPINE FARMS LLC
11-045-0243

RANDY'S BEAL, LLC
PARCEL 11-045-0199
NO ADDRESS

MUSTY'S PLACE LLC
PARCEL 34-042-0011
1331 N MOYLE DRIVE

ALPINE CITY CORPORATION
PARCEL 11-045-0231

RANDY'S BEAL, LLC
PARCEL 34-042-0010
1323 N MOYLE DRIVE

SHANNAM LLC
PARCEL 34-042-0099
1369 N MOYLE DRIVE

SHILLY R. BUTTERFIELD
PARCEL 11-045-0128

SHILLY R. BUTTERFIELD
PARCEL 11-045-0223
1369 N GROVE DRIVE

LOT 29, PLAT A
ALPINE ESTATES SUBDIVISION
MAP 1739
PARCEL 34-042-0029
DAVID AND BONNIE PARKER
1309 N MOYLE DRIVE

MOYLE DRIVE

TERRY AND BRIAN LONG
34-042-0026
1330 N MOYLE DRIVE

OBERRE ALPINE FARMS LLC
11-045-0136

OBERRE ALPINE FARMS LLC
11-045-0242

LOT 6, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0006
ALEXANDER AND JANICE JOHNSON
13277 ALPINE COVE

LOT 5, PLAT A
ALPINE COVE SUBDIVISION
MAP 2785
PARCEL 34-070-0005
TAYLOR AND KELLEY JUST
13355 ALPINE COVE

OBERRE ALPINE FARMS LLC
11-045-0243

GROVE DRIVE

GROVE DRIVE

MOYLE DRIVE



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of
Environmental Quality

Alan Matheson
Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

Mr. Shane Sorensen
Alpine
20 North Main
Alpine, Utah 84004

Subject: Municipal Wastewater Planning Program Annual Report for 2015

Dear Mr. Sorensen;

It's that time of year again. The Annual Municipal Wastewater Planning Program Report is due March 1, 2016. As a reminder completing the MWPP meets the reporting requirements of the new Utah Sanitary Sewer Management Program. Additionally this survey allows The State of Utah to identify and solve potential problems before they become serious and costly. In order to do this, we need to know the current condition of your wastewater facilities.

There are three major benefits to returning these forms:

1. Meets the REQUIRED reporting under Utah Sanitary Sewer Management Program
2. Completing these forms give your community additional points on the Utah Wastewater Project Priority List/System. The Priority List is used to allocate funds under the wastewater grant and loan programs.
3. Operator(s) completing these forms will be given operational continuing educational units (CEUs) for each form returned.

If you need assistance on completing these forms, please email me at pkrauth@utah.gov,

Sincerely,

Paul Krauth, P.E.
Outreach Coordinator
Division of Water Quality

STATE OF UTAH

MUNICIPAL WASTEWATER PLANNING PROGRAM

SELF-ASSESSMENT REPORT

FOR

ALPINE

2015



UTAH DEPARTMENT *of*
ENVIRONMENTAL QUALITY

**WATER
QUALITY**

Resolution Number 2016-04

MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION

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

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2015.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable).

Passed by a (majority) (unanimous) vote on

(date)

Mayor/Chairman

Attest: Recorder/Clerk

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

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

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

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

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

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

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

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

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

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

Municipal Wastewater Planning Program (MWPP) Financial Evaluation Section

Owner Name: *ALPINE*

Name and Title of Financial Contact Person:

Alice Winberg, CPA

Finance Officer

Phone: (801) 756-6347 Ext. 3

E-mail: awinberg@alpinecity.org

PLEASE SUBMIT TO STATE BY: March 1, 2016

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

Part I: OPERATION AND MAINTENANCE

Complete the following table:

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

Part II: CAPITAL IMPROVEMENTS

Complete the following table:

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

Part III: GENERAL QUESTIONS

Complete the following table:

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

Part IV: PROJECTED NEEDS

Estimate as best you can the following:

Cost of projected capital improvements (in thousands)	2016	2017	2018	2019	2020
	\$50	\$50	\$20	\$20	\$20

Point Summation

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

Part	Points
I	0
II	0
III	0
Total	0

Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: ALPINE

Name and Title of Contact Person:

Shane L. Sorensen

Public Works Director/City Engineer

Phone: (801) 763-9862

E-mail: ssorensen@alpinecity.org

PLEASE SUBMIT TO STATE BY: March 1, 2016

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

Form completed by

Shane L. Sorensen

Part I: SYSTEM AGE

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

Year 1979

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

Oldest part 37 years

Part II: BYPASSES

A. Please complete the following table:

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

B. The Utah Sewer Management Program defines sanitary sewer overflows into two classes. Below include the number of SSOs that occurred in 2015:

Number of Class 1 SSOs in Calendar year 2015 0

Number of Class 2 SSOs in Calendar year 2015 0

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

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

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

Part II: BYPASSES (cont.)

C. Please specify whether the SSOs were caused a contract or tributary community, etc.

N/A

Part III: NEW DEVELOPMENT

A. Please complete the following table:

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

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

31 new residential connections

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

2 new commercial/industrial connections

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

130 new people served

Part IV: OPERATOR CERTIFICATION

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

4 collection system operators employed

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

Shane L. Sorensen Landon Wallace
Greg Kmetzsch Travis Austin

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

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

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

Not Certified	_____	
Small Lagoons	_____	
Collection I	_____	**
Collection II	<u> ** </u>	Shane L. Sorensen Landon Wallace
Collection III	_____	Greg Kmetzsch Travis Austin
Collection IV	_____	

E. Please complete the following table:

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

Part V: FACILITY MAINTENANCE

A. Please complete the following table:

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

Part VI: SSMP EVALUATION

A. Has your system completed its Sewer System Management Plan (SSMP)?

Yes NO

B. If the SSMP has been completed then has the SSMP been public noticed?

No Yes, included date of public notice September 18, 2015

C. Has the SSMP been approved by the permittee's governing body at a public meeting?

Yes NO

D. During the annual assessment of the operation and maintenance plan were any adjustments needed based on the performance of the plan?

No If yes, what components of the plan were changed (i.e. line cleaning, CCTV inspections and manhole inspections and/or SSO events)

Part VI: SSMP EVALUATION (cont.)

E. During 2015 was any part of the SSMP audited as part of the five year audit?

No _____

If yes, what part of the SSMP was audited and were changed made to the SSMP as a result of the audit? _____

F. Has your system completed its *System Evaluation and Capacity Assurance Plan* (SECAP) as defined by the Utah Sewer Management Program?

Yes _____ NO _____

The following are required completion dates that the SSMP and SECAP based on population. The SSMP and SECAP must be public noticed and approved by the permittee's governing body in order to be considered complete.

Program	Population				
	< 2,000	2,000 - 3,500	3,501 – 15,000	15,001 – 50,000	> 50,000
SSMP	3-31-16	3-31-16	9-30-15	3-31-15	9-30-14
SECAP	Optional	9-30-17	9-30-16	3-31-16	9-30-15

SSMP Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Signatory Official

Date

Sheldon G. Wimmer

Print Name of Signatory Official

Title

The signatory official is the person authorized to sign permit documents, per R317-8-3.4.

Part VII: SUBJECTIVE EVALUATION

This section should be with the system operators.

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

System is in excellent condition.

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

Construct 600 LF of new sewer line to serve new development. Other general maintenance.

- C. Explain what problems, other than plugging have you experienced over the last year
No issues have been experienced besides normal maintenance

(i.e. cleaning lines, video inspection of lines, etc.)

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

Current sewer master plan was adopted in 2014.

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

ALWAYS x SOMETIMES NO

If they do, what percentage is paid?

approximately 100 %

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance No. 2016-04 (Boundary Line Adjustment with Highland)

FOR CONSIDERATION ON: 23 February 2016

PETITIONER: Paul and Courtney Belcher

ACTION REQUESTED BY PETITIONER: Adopt Ord. No. 2016-04

APPLICABLE STATUTE OR ORDINANCE: Utah Code Section 10-2-419

PETITION IN COMPLIANCE WITH ORDINANCE: Yes

BACKGROUND INFORMATION:

Paul and Courtney Belcher are Highland City residents you own property on the border of Highland and Alpine. They have approached Alpine City with a request to acquire some property from an adjacent Alpine resident and adjust the municipal boundaries to have that newly acquired property added to their current property in Highland. See the attached Exhibit A.

The required process to address this request is stated in section 10-2-419 of the Utah State Code and is as follows:

- 1 – Resolution by the Alpine City Council indicating the intent;
- 2 – A Public Hearing no less than 60 days after the resolution;
- 3 – Public notices posted once a week for three successive weeks in the newspaper and on the Utah public notice website, and
- 4 – An ordinance adopted by the Alpine City Council.

Alpine City staff has reviewed the site plan and sees no issues with the Belcher's request.

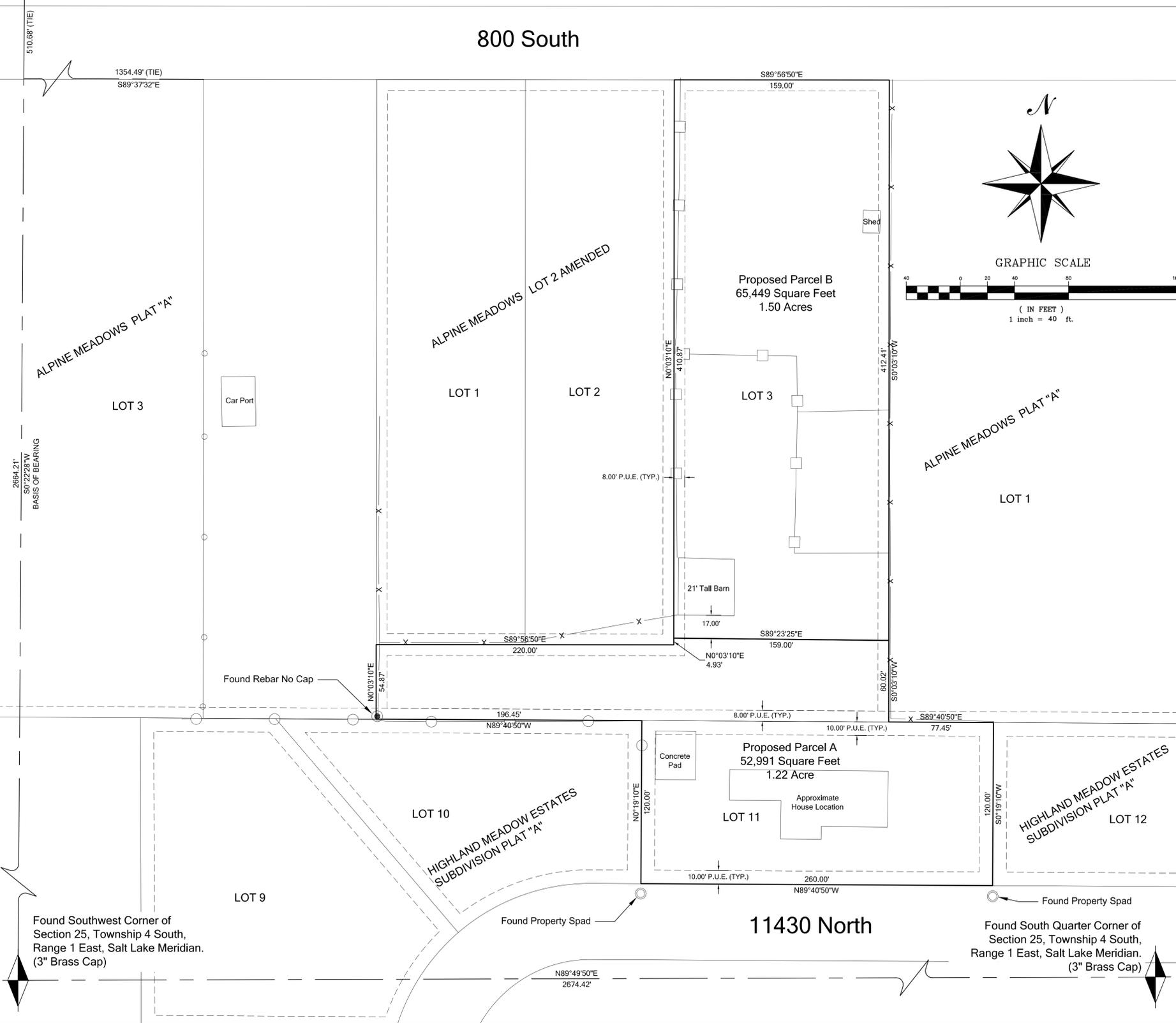
RECOMMENDED ACTION:

Adopt Ordinance No. 2016-04.

Belcher Boundary Line Adjustment Survey

Located in the Northeast Quarter of the Southwest Quarter of Section 25,
Township 4 South, Range 1 East, Salt Lake Meridian.

Found West Quarter Corner of
Section 25, Township 4 South,
Range 1 East, Salt Lake Meridian.
(3" Brass Cap)



Record Descriptions:

Parcel A: Warranty Deed (Entry Number 26455:2014)
Lot 11, Plat "A", HIGHLAND MEADOW ESTATES SUBDIVISION, Highland City, Utah
County, Utah, according to the official plat thereof on file and of record in the office of
the Utah County Recorder.

Parcel B: Quit-Claim Deed (Entry Number 8622:2001)

Lot 3, Alpine Meadows Subdivision, Lot 2, Amended according to the official plat
thereof, on file and of record in the Utah County Recorder's Office.

Proposed Descriptions:

Parcel A:

A parcel of land located in the Northeast Quarter of the Southwest Quarter of Section
25, Township 4 South, Range 1 East, Salt Lake Meridian, said parcel being all of Lot
11, Plat "A", Highland Meadow Estates Subdivision and a part of Lot 3, Alpine
Meadows Subdivision, Lot 2, Amended as recorded in the official records of the Utah
County Recorder's Office, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 11, and running thence along the South
line of said Lot 11 North 89°40'50" West 260.00 feet; thence along the West line of
said Lot 11 North 00°19'10" East 120.00 feet to a point on the south lot line of said Lot
3, thence along four lot lines of said Lot 3 the following four (4) calls: (1)
North 89°40'50" West 196.45 feet; (2) North 00°03'10" East 54.87 feet; (3)
South 89°56'50" East 220.00 feet; (4) North 00°03'10" East 4.93 feet; thence
South 89°23'25" East 159.00 feet to a point on the East lot line of said Lot 3; thence
along said East lot line South 00°03'10" West 60.02 feet to the Southeast corner of
said Lot 3; thence along the North line of said Lot 11 South 89°40'50" East 77.45 feet
to the Northeast corner of said Lot 11; thence along the East line of said Lot 11
South 00°19'10" West 120.00 feet to the point of beginning. Containing 53,786 square
feet more or less.

Parcel B:

A parcel of land located in the Northeast Quarter of the Southwest Quarter of Section
25, Township 4 South, Range 1 East, Salt Lake Meridian, said parcel being a part of
Lot 3, Alpine Meadows Subdivision, Lot 2, Amended as recorded in the official records
of the Utah County Recorder's Office, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 3 and running thence along the East lot
line of said Lot 3 South 00°03'10" West 412.41 feet; thence North 89°23'25" West
159.00 feet to a point on the East line of said Lot 3; thence along said East line
North 00°03'10" East 410.87 feet to the Northwest corner of said Lot 3; thence along
the North line of said Lot 3 South 89°56'50" East 159.00 feet to the point of beginning.
Containing 64,654 square feet more or less.

Narrative:

The purpose of this survey is to determine the boundary of the shown parcels
according to the official records and the real property found in the course of this
survey. The basis of bearing is between two section corners as shown on this plat.
The purpose of this survey is also to propose new boundary lines as shown herein.

Survey Certificate:

I Jeffrey C. Stromberg, a professional land surveyor in the State of Utah, holding a
license in accordance with "Title 58, Chapter 22, Professional Engineers and Land
Surveyors Licensing Act" License No. 7027191, Do hereby certify that:

1. This plat represents the results of a survey conducted under my supervision at the
instance of Paul Belcher.
2. The land survey lies within the the Northeast Quarter of the Southwest Quarter of
Section 25, Township 4 South, Range 1 East, Salt Lake Meridian, and the survey was
completed on August 21, 2015.

Jeffrey C. Stromberg
Date Signed: January 8, 2016
License Expires: March 31, 2017



Project Number	PM	JCS	Plot Date	Drawn By	Checked By	Date Issued	No.
U-15-087	JCS	JCS		JCS	JCS	01/08/2016	
File Name	Designed By	Checked By	Date	Scale	T	M	
				1"=40'			

986 West 9000 South West Jordan, Utah 84088 www.pcc.us.com Tel. (801) 495-4240 Fax. (801) 495-4244
PEEC PROJECT ENGINEERING CONSULTANTS
Belcher Boundary Line Adjustment Survey Highland City & Alpine City, Utah County, Utah
Sheet Number 1

ORDINANCE NO. 2016-04

**AN ORDINANCE ADJUSTING THE BOUNDARY LINE OF
HIGHLAND CITY AND ALPINE CITY.**

WHEREAS, on the 23rd day of February, 2016 the City Council of Alpine, Utah held a public hearing according to the law, concerning a proposed boundary line adjustment with Highland city; and

WHEREAS, the owners of the properties involved have requested that Alpine City and Highland City adjust their common boundaries; and

WHEREAS, Highland City will also hold a public hearing and may approve an ordinance allowing the boundary line adjustment between itself and Alpine City:

NOW, THEREFORE, be it ordained by the City Council of Alpine City, Utah that:

1. The common boundary between Alpine City and Highland City is hereby adjusted as described in Exhibit A hereto.
2. The City Recorder shall take the steps necessary under Utah Code 10-2-425 to file with the office of the Utah County Recorder and the office of the Utah Lieutenant Governor the documentation necessary to effectuate this boundary change conditioned upon Highland City passing an ordinance effecting the identical boundary change.
3. This ordinance shall take effect upon Highland City passing an ordinance effecting the identical boundary change and the posting of this ordinance.

Passed and dated this 23rd day of February 2016.

Sheldon Wimmer, Alpine City Mayor

ATTEST:

Charmayne G. Warnock, Recorder

ALPINE CITY COUNCIL AGENDA

SUBJECT: Westfield Zone Change Discussion

FOR CONSIDERATION ON: 23 February 2016

PETITIONER: Sheldon Wimmer, Alpine City Mayor

ACTION REQUESTED BY PETITIONER: Discuss the zone change request in the “Westfield Area” and whether or not the City should run this through the process.

APPLICABLE STATUTE OR ORDINANCE: Section 3.1.9.2 (Zone Change)

BACKGROUND INFORMATION:

In September 2015, residents with property located along Westfield Road and 200 North requested that the zoning for their property be changed from CR-40,000 zone to CR-20,000. The Planning Commission made a recommendation to the City Council to deny the request but for various reasons, the request never made it to the City Council for a final decision.

Mayor Sheldon Wimmer has asked that the City Council have a discussion about what transpired and whether or not to proceed forward with considering an application for a zone change in that area. If the City Council decides to proceed forward, what actions (studies, plans, etc.) need to be done in order for the City to make a determination?

See attached request from August 21, 2015 and a map outlining the proposed area to be rezoned.

August 21, 2015

We, the undersigned property owners, submit to the Planning Commission of Alpine City this formal request to re-zone our property from the current CR 40,000 to the CR 20,000 zone.

Thank you


Margaret Vance

*

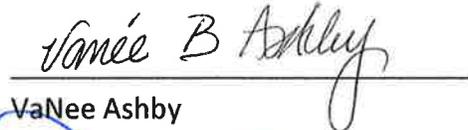
William E or Joan Healey


Norma Healey Family

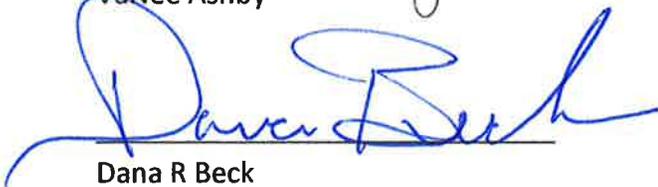

Alan H Gillman


JoAnn Burgess

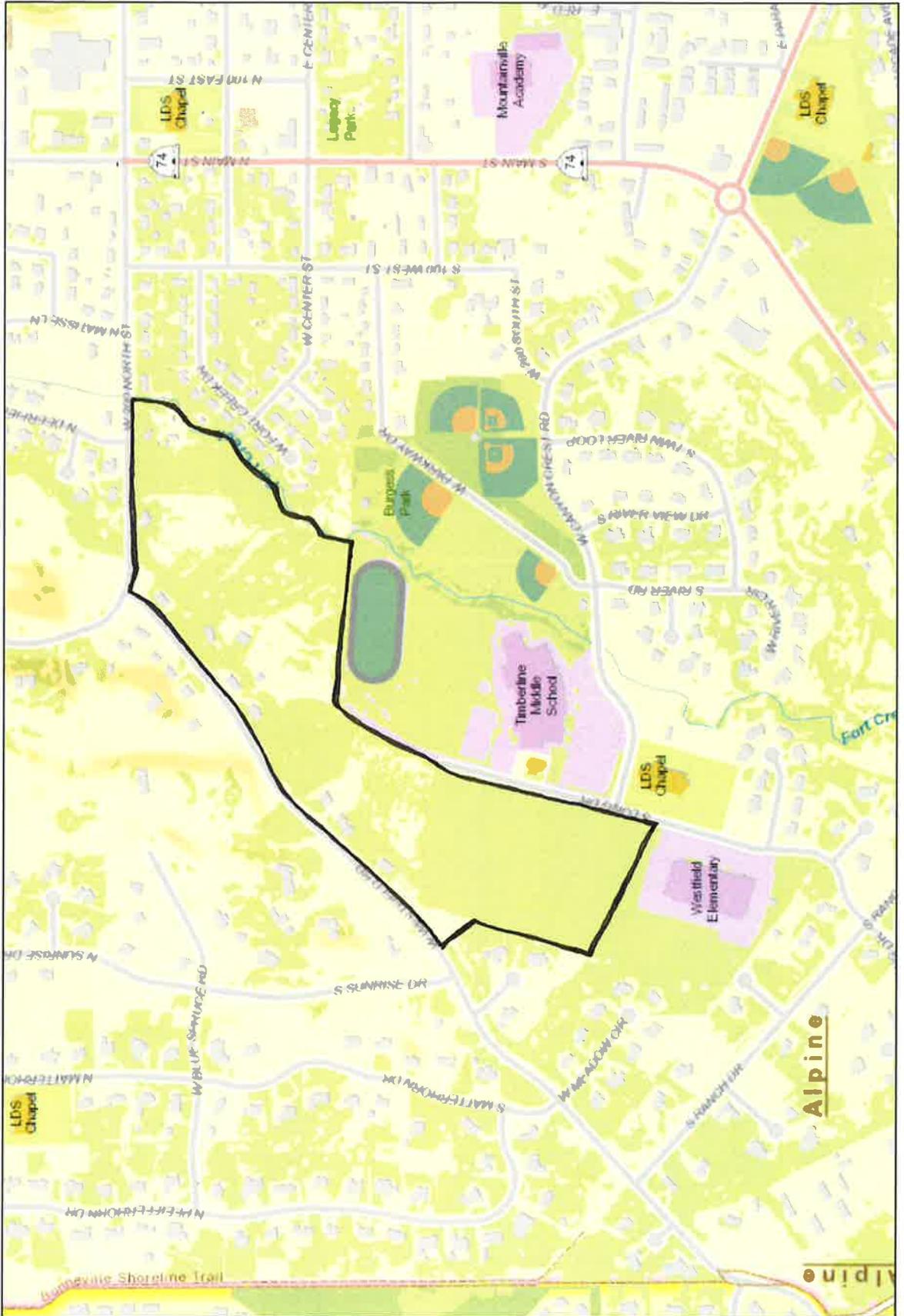

Clive and Jewel Walters


VaNee Ashby


L. Ross Beck


Dana R Beck

*Both Elvin and Joan are physically onwell and the family has not designated an Executor.



ALPINE CITY COUNCIL AGENDA

SUBJECT: Verizon Wireless Contract

FOR CONSIDERATION ON: February 23, 2016

PETITIONER: Verizon Wireless (Dakota Hawks) and Shane Sorensen, City Engineer and Public Works Director

ACTION REQUESTED BY PETITIONER: Approval of contract

APPLICABLE STATUTE OR ORDINANCE: Section 3.27 (Wireless Telecommunications)

BACKGROUND INFORMATION:

The contract between Verizon Wireless and Alpine City is to allow Verizon Wireless to locate antennas and equipment at the existing Lambert Park cell tower site and to lease some area next to the tower. This use of the Lambert Park cell tower site has been recommended by the Planning Commission and approved by the City Council. The final version of the contract is attached.

STAFF RECOMMENDATION: That the City Council approve the contract between Verizon Wireless and Alpine City for the rental of space on the Lambert Park cell tower and rental of land adjacent to the cell tower so that Verizon Wireless can locate antennas and equipment on said tower to provide cell phone related services.

TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 201____, between The City of Alpine, a municipal corporation, with its principal offices located at 20 North Main, Alpine, Utah 84004, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located in Alpine, County of Utah, State of Utah, as shown on Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along right-of-way extending from the nearest public right-of-way, Country Manor Lane, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and

made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$19,200.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of the month following twelve (12) months after full execution of this Agreement, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or the first day of the month following twelve (12) months after full execution of this Agreement, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a

complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at First Energy, PO Box 182727, Columbus, Ohio 43218-2727. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \$21,120.00; and the annual rental for the second (2nd) five (5) year extension term shall be increased to \$23,232.00.

6. ADDITIONAL EXTENSIONS. If at the end of the second (2nd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least twelve (12) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least twelve (12) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 110% of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar

document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence.
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by

reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for

the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the

LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Alpine
20 North Main
Alpine, Utah 84004
Telephone: (801) 763-9862 or (801) 756-6347

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in

the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding

the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive,

litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by

reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: The City of Alpine, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Diana Scudder

Executive Director Market Operations

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

County of Utah, State of Utah:

The Southwest Quarter of the Southwest Quarter of Section 17, Township 4 South, Range 2 East, Salt Lake Base and Meridian.

Together with and Less and Excepting those portions conveyed by those certain Boundary Line Agreements, recorded as Entry No.'s 114350:2005, 124149:2005 and 9398:2005 of Official Records.

Tax ID: 11-044-0062

EXHIBIT "B" (Page 1 of 3)
DESCRIPTION OF PREMISES

VERIZON WIRELESS LEASE SITE DESCRIPTION:

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°21'00" WEST 263.27 FEET ALONG SECTION LINE AND EAST 840.75 FEET FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 02°03'13" EAST 3.50 FEET; THENCE SOUTH 89°08'30" EAST 2.00 FEET; THENCE NORTH 02°03'13" EAST 20.87 FEET, MORE OR LESS, TO THE ACCESS AND UTILITY EASEMENT DESCRIBED BELOW; THENCE ALONG SAID ACCESS AND UTILITY EASEMENT, NORTH 89°24'27" EAST 18.52 FEET; THENCE LEAVING SAID ACCESS AND UTILITY EASEMENT, SOUTH 02°03'13" WEST 25.26 FEET; THENCE NORTH 87°56'47" WEST 20.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 467 SQ. FT. OR 0.011 ACRES, MORE OR LESS, (AS DESCRIBED).

EXHIBIT "B" (Page 2 of 3)
DESCRIPTION OF PREMISES

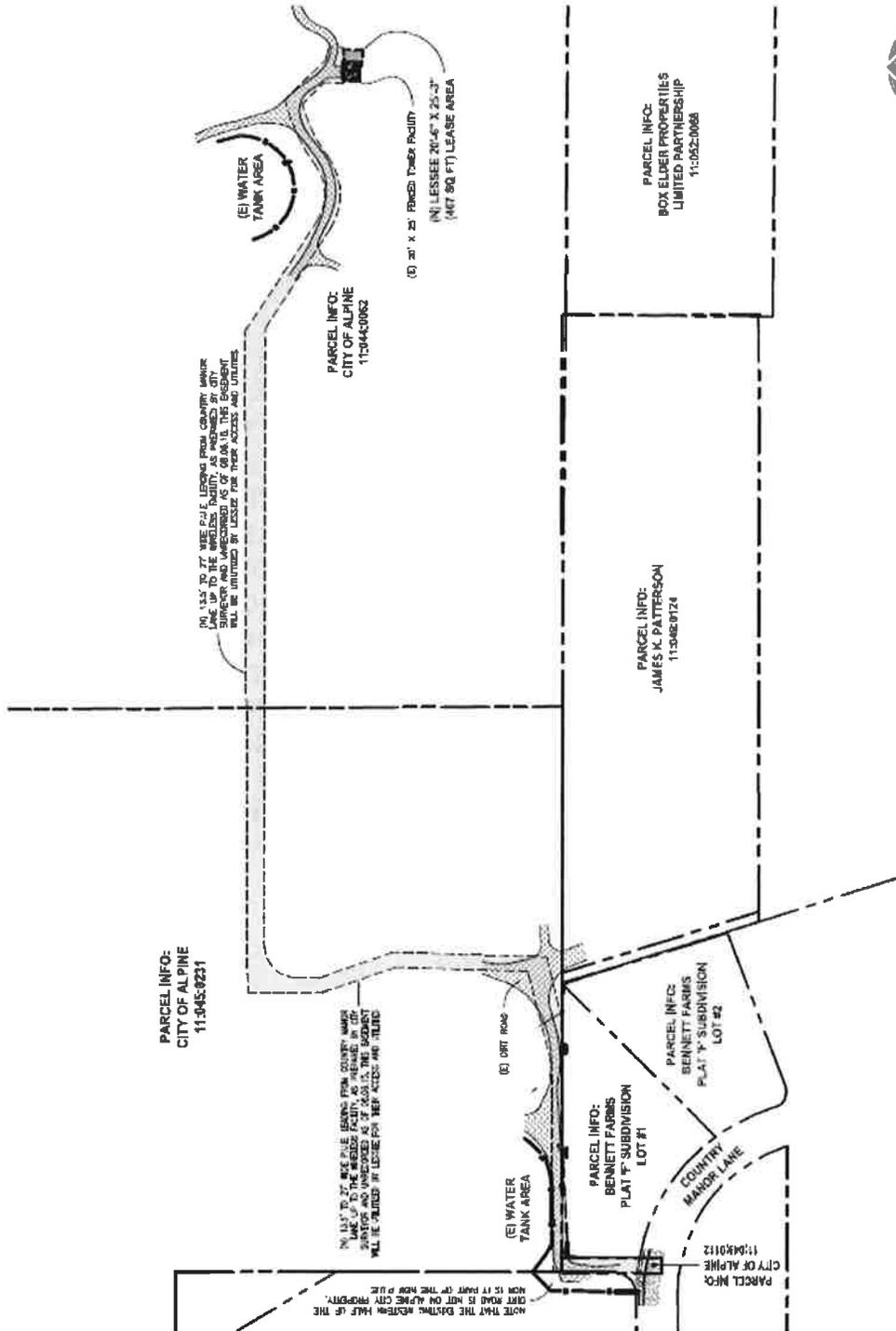
**VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:
(AS PROVIDED BY ALPINE CITY PUBLIC WORKS)**

COMMENCING AT A POINT WHICH IS SOUTH 101.45 FEET AND WEST 721.64 FEET FROM THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SLB&M, SAID POINT ALSO BEING THE SOUTHWEST PROPERTY CORNER OF LOT 1 BENNETT FARMS PLAT F; RUNNING THENCE ALONG THE PROPERTY BOUNDARY OF SAID LOT THE FOLLOWING THREE (3) COURSES: N0°00'00"E 92.62', N87°04'57"E 149.07', N89°52'34"E 161.57' TO A POINT ON THE NORTHERLY PROPERTY LINE OF SAID LOT; THENCE THE FOLLOWING TWENTY-FIVE (25) COURSES RESIDING WITHIN LAMBERT PARK: N76°28'58"E 85.08', N1°44'15"E 201.59', N19°08'06"W 99.68', N0°00'00"E 33.25', ALONG THE TANGENT ARC OF A 40.00' RADIUS CURVE TO THE RIGHT 62.83' (CHORD BEARS N45°00'00"E 56.57'), N90°00'00"E 811.51', S57°07'41"E 153.95', ALONG THE TANGENT ARC OF A 83.40' RADIUS CURVE TO THE LEFT 102.05' (CHORD BEARS N87°49'11"E 95.80'), ALONG THE TANGENT ARC OF A 193.12' RADIUS CURVE TO THE RIGHT 76.28' (CHORD BEARS N64°10'52"E 75.79'), S44°21'01"E 39.83', S0°06'08"E 25.30', N89°24'53"E 47.15', N0°00'00"E 18.54', N76°33'04"W 17.56', N44°21'01"W 75.18', ALONG THE NON-TANGENT ARC OF A 242.14' RADIUS CURVE TO THE LEFT 95.29' (CHORD BEARS S64°53'41"W 94.68'), ALONG THE TANGENT ARC OF A 63.40' RADIUS CURVE TO THE RIGHT 77.58' (CHORD BEARS S87°49'11"W 72.83'), N57°07'41"W 172.62', S89°40'25"W 866.70', S0°00'00"E 98.62', S19°08'06"E 99.36', S1°44'15"W 173.26', S75°34'45"W 125.66', S89°34'23"W 272.23', S0°00'00"E 109.43', THENCE TO A POINT ON THE RIGHT-OF-WAY BOUNDARY OF COUNTRY MANOR LANE, BENNETT FARMS PLAT F, SAID POINT BEING ALONG A NON-TANGENT ARC OF A 254.00' RADIUS CURVE TO THE RIGHT 20.22' (CHORD BEARS S81°41'25"E 20.21') TO THE POINT OF BEGINNING.

AREA = 47,373 SQUARE FEET OR 1.09 ACRES

(BASIS OF BEARING FOR THIS DESCRIPTION IS N0°20'33.81"W BETWEEN THE SOUTHWEST AND WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, S.L.B. & M.)

EXHIBIT "B" (Page 3 of 3)
DESCRIPTION OF PREMISES



FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Davis Wright Tremaine LLP
Attn: C. Eng
777 108th Avenue NE, Suite 2300
Bellevue, WA 98004-5149

Space above this line is for Recorder's use.

Memorandum of Tower Lease Agreement

Grantor: The City of Alpine, a municipal corporation

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: County of Utah, State of Utah
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: 11:044:0062

Reference # (if applicable):

MEMORANDUM OF TOWER LEASE AGREEMENT

THIS MEMORANDUM OF TOWER LEASE AGREEMENT evidences that a Tower Lease Agreement (“Agreement”) was entered into as of _____, 201____, by and between The City of Alpine, a municipal corporation (“Lessor”), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (“Lessee”), for certain real property located in Alpine, County of Utah, State of Utah, within the property of Lessor which is described in Exhibit “A” attached hereto (“Legal Description”), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee’s rights to extend the term of the Agreement as provided in the Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Tower Lease Agreement as of the day and year last below written.

LESSOR: The City of Alpine, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Diana Scudder
Executive Director Market Operations
Date: _____

Exhibit A – Legal Description

LESSOR ACKNOWLEDGEMENT

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 201__, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of The City of Alpine, a municipal corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name _____

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this _____ (date) by Diana Scudder, Executive Director Market Operations, of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company, on behalf of the company.

Notary Public

Print Name: _____

My commission expires:

Notary Seal

EXHIBIT A
LEGAL DESCRIPTION

County of Utah, State of Utah:

The Southwest Quarter of the Southwest Quarter of Section 17, Township 4 South, Range 2 East, Salt Lake Base and Meridian.

Together with and Less and Excepting those portions conveyed by those certain Boundary Line Agreements, recorded as Entry No.'s 114350:2005, 124149:2005 and 9398:2005 of Official Records.

Tax ID: 11-044-0062

ALPINE CITY COUNCIL AGENDA

SUBJECT: Proposed moratorium on the sale of cemetery lots except to Alpine residents who have an immediate need due to a death in the family.

FOR CONSIDERATION ON: February 23, 2016

PETITIONER: Rich Nelson

ACTION REQUESTED BY PETITIONER: Consider approving the proposed moratorium and discuss expansion of the cemetery.

APPLICABLE STATUTE OR ORDINANCE:

BACKGROUND INFORMATION: As of February 18th, the City has 114 available cemetery lots. In the past three months, the City has sold 33 lots. If we continue to sell lots at the same rate, approximately 11 lots per month, the City will be out of cemetery lots by the end of 2016.

Attached is a copy of the cemetery with the remaining lots in each Plat. The ones with an X through it are completely sold out. Plat D-7 has four single lots (scattered and not together), Plat D-1 has one lot, Plat D-10 has 2 lots (not together), Plat E has 3 lots together, Plat F as 33 lots and Plat G has 71 lots. The lots in Plats F & G are located on the south end by City Shops. Additional information on plot sales and plot buy-backs will be forwarded to the Council as soon as it is developed.

Staff needs help in deciding how the undeveloped part of the cemetery should be designed to maximize the space. It is proposed that the Council authorize the City to issue an RFP for design work of the rest of the cemetery.

Recommendation:

Consider a motion to impose a moratorium on the sale of cemetery lots except in cases where there is a death in the family and they are residents of Alpine. To include in the motion authorization for the City to issue an RFP for cemetery design assistance.



ALPINE CITY CEMETERY



ALPINE CITY COUNCIL AGENDA

SUBJECT: City Communications

FOR CONSIDERATION ON: February 23, 2016

PETITIONER: Rich Nelson, City Administrator

ACTION REQUESTED BY PETITIONER: That the Council discuss how they would like to proceed with City communications.

INFORMATION: The City presently uses the City Newsline, the City web page, the City Facebook page and JoinIn as a means of communicating with the residents of the City on a regular basis. JoinIn has over 500 email addresses in its system. JoinIn was started by Mayor Watkins and funded out of Mayor Watkins mayor's salary that he donated back to the City. If the Council wishes to continue JoinIn then the Council should consider funding this activity as part of its General Fund budget. For the remainder of the fiscal year JoinIn would cost about \$1,500.

RECOMMENDED ACTION: That the Council vote on whether they wish to continue with JoinIn as another vehicle to use in communicating with the residents of the City.