



## ALPINE CITY COUNCIL MEETING

NOTICE is hereby given that the CITY COUNCIL of Alpine City, Utah will hold a meeting on **Tuesday, September 27, 2016 at 7:00 p.m.** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

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

- A. **Roll Call:** Mayor Sheldon Wimmer
- B. **Prayer:** Ramon Beck
- C. **Pledge of Allegiance:** By Invitation

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

**III. CONSENT CALENDAR**

- A. **Minutes of the September 13, 2016 City Council Meeting**

**IV. REPORTS AND PRESENTATIONS**

**V. ACTION/DISCUSSION ITEMS:**

- A. **Alpine Days Review.** The City Council is will review last August's Alpine Days celebration and discuss any changes they wish to make in the celebration.
- B. **Box Elder Plat E – Easement to Alpine City.** The City Council will decide on whether to approve the City acquiring an easement on Box Elder Plat E for flood control purposes.
- C. **Resolution No. R2016-09 Utah County Crimes Major Crimes Task Force Interlocal Agreement.** The City Council will decide whether to continue to participate in the Utah County Major Crimes Task Force through the Lone Peak Public Safety District.
- D. **Bridle Up Hope Trail Realignment and Use of Alpine City Property Request.** The City Council will decide on a request to change the trail alignment on the Bridle Up Hope (BUH) property that connects the City to the Bonneville Shore Trail and the use of .25 acres of City property for pasture until such time as the City needs the property.
- E. **Sale of Canyon Crest Road Parcel of City Owned Property.** The City Council will decide if they wish to sell the triangle piece of City owned property off of Canyon Crest road for the price offered.
- F. **Tree Buffer Between the Purple Factory and Residents North of the Factory.** The City Council will decide if they like a proposal to put a tree buffer between the purple factory and the residents north of the factory.
- G. **Lambert Park - Management of Mountain Bike Teams.** The City Council will decide on how or if they want to manage the usage of Lambert Park by mountain bike teams from various schools.
- H. **Smooth Canyon Park Signs and Fence.** The City Council will decide if they would like to modify the parking signs around Smooth Canyon Park and to fence the remainder of the Park.
- I. **Beck Pines Final Plan Plats A, B and C – Approximately 600 West Westfield Road.** The City Council will consider approving the Final Plats (A, B and C) for the Beck Pines Subdivision, which consists of 19 lots ranging in size from 20,000 square feet to 23,933 square feet on a site that is 11.29 acres. The site is located in the CR-20,000 zone.
- J. **River Meadows Setback Exception – Autumn Mountain LLC – 137 East Red Pine Drive.** The City Council will review a request for an exception to the front setback requirement for the main building of the River Meadows Senior Living development.
- K. **Ground Water Modeling for Alpine – RFP.** The City County will decide if they wish to do an RFP to determine the loss of natural and artificial groundwater recharge in the general burn area and Dry Creek channel and the cost to ameliorate the problem.
- L. **Ordinance No. 2016-20 - An Ordinance Adopting a Prohibition on the Feeding of Deer and Other Wild Animals and Providing Penalties for the Violation Thereof.** The City Council will decide of whether to approve of an ordinance adopting a prohibition on the feeding of deer and other wild animals in Alpine and providing penalties for the violation of those ordinances.

**VI. STAFF REPORTS**

**VII. COUNCIL COMMUNICATION**

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

**ADJOURN**

**\*Council Members may participate electronically by phone.**

Sheldon Wimmer  
September 23, 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) 756-6347 x 4.

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.alpynecity.org](http://www.alpynecity.org) and on the Utah Public Meeting Notices website at [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html)

# PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

## Public Hearing v. Public Meeting

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

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

**ALPINE CITY COUNCIL MEETING**  
**Alpine City Hall, 20 North Main, Alpine, UT**  
**September 13, 2016**

**I. CALL MEETING TO ORDER:** Mayor Sheldon Wimmer called the meeting to order at 7:00 pm.

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

Mayor Sheldon Wimmer

Council Members: Lon Lott, Kimberly Bryant, Roger Bennett, Ramon Beck, Troy Stout

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

Others: Chris Dexter, Sullivan Love, Robert Kaelin, Ron Rasmussen, Kathy Rasmussen, Troy Page, Paul Bennett, Susan Paiser, Mike Paiser, Brandon Page, Kristen Shelley, Jeff Vincent, Barry Thorp, Pat Thorp, Marlene Arnold, George Buys, Holly Reynolds, Alice Cospers, Gayle Bangerter, Keven Towle, Robin Towle, Darrell Duty, Brian Peterson, Sylvia Christiansen, Will Jones, Andrew Diaz, Ryan Johnson, Holly Nash, Kian Carlisle, Kevin Carlisle, Constance Goeckeritz, Juanita Nield, David Schetselaar, Kristi Hamilton, Terry Brown, Nancy Brockbank, Wayne Brockbank, Brynna Brockbank, Loraine Lott

**B. Prayer:** Troy Stout

**C. Pledge of Allegiance:** Steve Birchall

**II. PUBLIC COMMENT**

Chris Dexter said he lived in Lindon, Utah but he wanted to address Lambert Park. He'd heard there were plans to pave the road from Moyle Drive to Box Elder. He suggested that they consider paving the watershed road to the south by the LDS stake center. He thought it would be a great alternate route. Mayor Wimmer said there was no proposal on the table to pave the road in Lambert Park.

Terry Brown said he lived at 1856 Fort Canyon Road. He thanked the Council and Mayor for their public service. He said he represented a number of people who would be afflicted by the reconstruction of Fort Canyon Road. They were looking forward to an improved road but they had concerns and wondered what they could expect as far as access to and from their homes. They understood that construction would begin in a week and traffic would be reduced to a single lane. The residents would like communication as to when and what kind of conveniences they would be experiencing. He understood there would be times of complete road closure when they were working on the bridge. He said communication was key.

Shane Sorensen said they'd had a meeting a week and a half ago regarding the road construction and invited all the Fort Canyon residents. About 20 people showed up. The plan was to develop a list of people's contact numbers so they could receive texts with updates and road closures. He stressed that the goal was to get the road built with as little inconvenience as possible. He said some residents felt they'd been left out in receiving information but that was because some of the information was not yet available. They would be starting with retaining walls on the lower end of the canyon. The goal was to widen certain areas so there would be room on the cut side of the road. People who lived at the top of the canyon would be most inconvenienced with the bridge was replaced. They anticipated that the road would be closed for a minimum of three days but there would be a walking path for the residents. The bridge would be a precast structure so it could be lowered into place with a crane which would be a much faster process. For those residents who didn't have texting capability, Will Jones would be contacting them.

There was a question about what would happen if there was an emergency. Shane Sorensen said they would push in the whole trench to let them through. Emergencies would take priority. Troy Stout asked about the putting the project information on the website with contact information for the contractor. Sheldon Wimmer said it could be a problem if it was not updated daily. Staff would have to rely on the contractor to communicate the most current information. The City was replacing the Parlant system with Everbridge which would be effective in notifying residents about road closures, shutoffs or emergencies.

Terry Brown said he would appreciate a rough calendar of events so people who lived in the canyon could plan accordingly. Will Jones said Marla Rogers would be sending out a calendar. Shane Sorensen said one of the

1 problems with a calendar was that if they didn't meet the dates, the City was the bad guy. Construction was not  
2 completely predictable. Rich Nelson advised that the residents not plan a big event if they lived at the top of the  
3 canyon.

4  
5 Terry Brown said they had very poor internet up the canyon and wondered if that would improve. Currently they  
6 had Century Link and satellite but it didn't work very good. Shane Sorensen said the City couldn't ensure better  
7 internet service since they didn't control the utilities. They worked under their own rules. It took almost four years to  
8 get Comcast on the southeast section of town.

9  
10 Robin Towle said she lived on Elkridge Lane. Her property was subject to a sewer easement for the development  
11 that was going in behind them. She didn't think things were being handled correctly or fairly. They came to a  
12 planning meeting but they were not personally given notice about the proposed development. She said she was not  
13 antidevelopment but they had not been invited to those meetings where the development was discussed and  
14 approved. She said that when rights were given to one person, they were taken from another person. She said she  
15 had understood that the sewer would run through the property that had been purchased from Myrna Grant and didn't  
16 think it would affect them. She said someone emailed her a copy of the state statute on annexations and property  
17 owners within 300 feet were supposed to get a letter and a map and they had not received that. In addition, the  
18 annexation agreement stated that the city would condemn property for a sewer line if the developer couldn't come to  
19 an agreement with the property owner. She said that development agreement took away their ability to negotiate.  
20 The developers didn't want to negotiate with them for a sewer easement because they knew it would be cheaper to  
21 have the city condemn it. She said there were a significant number of trees on their property that would need to be  
22 taken out for the sewer line. All of that would be done for ten lots and she didn't feel like it was it fair to tear up her  
23 property for ten lots. She'd received negative feedback from the city who said that the sewer line was in the sewer  
24 masterplan. She felt it needed to be changed. They could run the sewer line through on alternate route on the Grant  
25 property or put in a lift station. It would protect her home, investment, privacy and serenity.

26  
27 Kimberly Bryant said that condemnations did not take place without a vote of the council. It wasn't automatic.

28  
29 Troy Stout said he was frustrated that the developer was bullying a private citizen by telling them the city was going  
30 to condemn their property. He asked when condemnation became a part of the development agreement. Rich Nelson  
31 said that in any annexation there was always an eminent domain clause. A copy of the agreement was in the council  
32 packet. It said the city would prefer to have the developer work it out with the landowner. The city council had to  
33 vote for it if it came to eminent domain and they had some discretion The expectation was that every effort would be  
34 exhausted to come to a reasonable agreement.

35  
36 In regard to lift stations, Shane Sorensen said they had problems and the City avoided them. There was one lift  
37 station in Alpine located on Ranch Drive. It had issues several weeks ago. He said the lift station had been approved  
38 before he started working with the City. No one wanted a personal lift station for their home. He added that the  
39 master plan showed a sewer line on the Towle property. When the plan was developed, everything was put at a low  
40 point so it could operate with gravity flow.

41  
42 Robin Towle said the developer had an opportunity to buy her property. She thought the road was going to go  
43 through to Elkridge Lane. She and her husband asked the owner of the new development if he wanted to trade the  
44 sewer easement for a road out to Elkridge and he said no because his children played there. And yet he wanted to  
45 tear up the trees where her kids played. She said she'd receive a letter from a developer in town saying that people in  
46 the city had developed a very liberal attitude toward other people's property. That rang true to her. They should have  
47 received a notice and a map and been told it would affect their property.

48  
49 Kevin Towle said he lived at 1360 Elkridge Lane and felt his wife had expressed their concerns very well.  
50 Regarding the proposed Alpine Ridge PRD, he said it was his understanding that the purpose of PRDs was to locate  
51 homes in more developable areas and put the open space in difficult areas. He suggested that if the developer was  
52 considering a PRD and open space, it would be better to redesign the property and relocate the home sites and open  
53 space. It would eliminate the need for a sewer. He requested that the Council not vote on the PRD proposal that  
54 evening but let the developer work it out and come back with a better plan. They should tell the developer that he  
55 couldn't build anything that couldn't operate through gravity flow. It was not the City's responsibility to take on that  
56 issue for the developer.

1  
2 Nancy Brockbank said she lived at the top of Fort Canyon Road. Her family had received a text message the  
3 previous week that said the road would be closed at various times for construction on the bridge. She understood  
4 that the closure would be absolute, meaning there would be no access for vehicles or foot traffic for a minimum of  
5 three days. Six families at the top of the canyon had no access other than this road. She'd called UDOT who said it  
6 was in Alpine City's jurisdiction. She contacted an attorney and was asking the city attorney to enact an injunction  
7 on the developer until specific issues were addressed. First, the existing road was adequate. The bridge was to be an  
8 access to the new development so why was the bridge not on their property? Second, if the bridge was to be closed,  
9 there should be a foot path built before the road closure. Third, they'd been told they were supposed to park their  
10 cars in the church parking lot before the road closure. Did the developers have permission from the LDS church to  
11 do that? Fourth, for those who were not allowed to use the road and had to go to work and school, how would they  
12 be compensated if they had to stay in a hotel? Who would take care of the pets? The Dutys had chickens and goats  
13 and there were no pet hotels for them. Five, they had been advised to park at the church and walk up the canyon. It  
14 was 1.4 miles one way to her home. The construction was to continue through Christmas and there would be no  
15 snow plowing. Who would bear the liability for slippage and broken bones? Six, would the utilities be turned off  
16 during closure? To conclude, she said that before any construction was begun, a comprehensive plan should be  
17 presented with input from the neighbors.

18  
19 Shane Sorensen said the bridge was completely inadequate. It had plugged several times during flood and flowed  
20 over the road. He said he was at the meeting with the residents and no one was told that the residents would have to  
21 walk from the church to their homes. There would like be some kind of shuttle service. Mrs. Brockbank said that if a  
22 shuttle could get through, why couldn't cars get through?

23  
24 Shane Sorensen said there were specific challenges with the road and one was width. Whatever plan they came up  
25 with, the foremost goal would be for it to be the least inconvenient. At the very minimum there would be footpath  
26 when the road was closed.

27  
28 Mrs. Brockbank said that not only had they lived with a narrow road, now they would be expected to live with no  
29 road. She asked why they didn't build the road over the top of the mountain first? Rich Nelson asked Mrs.  
30 Brockbank to email her legal questions so he could send them to the city attorney.

### 31 32 **III. CONSENT CALENDAR**

#### 33 34 **A. Approve the minutes August 23, 2016**

35  
36 **MOTION:** Lon Lott moved to approve the Consent Calendar. Troy Stout seconded. Ayes: 5 Nays: 0. Motion  
37 passed.

#### 38 39 **IV. REPORTS AND PRESENTATIONS:** None

#### 40 41 **V. ACTION/DISCUSSION ITEMS**

42  
43 **A. Public Hearing – Urban Deer:** Mayor Sheldon Wimmer reviewed the etiquette guidelines for public  
44 hearings and said each person would have three minutes to comment. He said there had been a lot of misinformation  
45 floating around the community regarding the deer. First, the city was not planning to raise taxes to deal with the  
46 deer. Second, the city was not trying to circumvent the deer survey. It had been posted on the city website in its  
47 complete form. If anyone would like a copy of it, the city would provide it. The public hearing on the deer had been  
48 posted in multiple places and was available for the public to view. He then opened the hearing to public comment.

49  
50 Kirstin Shelley said she lived on Country Manor Lane. She said the deer committee report was basically what Mr.  
51 Higbee had reported the previous year. She said she didn't know if there were members of the committee with  
52 differing points of view. They had met for six months and just released their findings and it looked like it was too  
53 late to do anything this year. She said 50 years ago the deer were mostly destructive to the orchards and were  
54 naturally thinned by the winters. She built her home on the east bench and the deer thought it was a five-star hotel.  
55 The deer were no longer dying in the winter and they needed to thin the herds. The City leaders had refused to act on  
56 the problem and the deer presented a danger to vehicles. She'd had nine deer run in front of her car. Another deer

1 ran into her neighbor's car. A few months earlier her daughter was driving and a deer ran into her car and bounced  
2 off the windshield. The glass didn't break but her daughter was very shook up. She asked the Council to please thin  
3 the deer herd and start at her house.

4  
5 Kimberly Bryant said she was the one who suggested they form a deer committee and it was made up of people with  
6 views from both sides of the issue.

7  
8 Holly Reynolds said she lived on east Village Way. They didn't have a fence. There was deer poop in their yard  
9 from the constant presence of the deer. It was a public safety issue. She had children and they'd found three deer  
10 carcasses in their trees. It was dangerous for people and other animals. She had a daughter who found a fawn and  
11 touched it which resulted in a severe allergic reaction. She'd been sent a picture of deer sparring in people's  
12 backyards. She said these were wild animals but they were becoming comfortable in her space. They needed to thin  
13 the herds and let nature take its course.

14  
15 Troy Page said he lived on High Bench Road and he was becoming very comfortable in the deer's space. His family  
16 had built in Alpine 50 years ago and he was a supporter of the deer being left alone. They probably had the largest  
17 deer herd on High Bench. Last year he'd see 50 head. He said that if they were going to discriminate against deer,  
18 they should also do something about the skunks and raccoons and squirrels. They did more damage than the deer. If  
19 they were going to pick on one animal, they should pick on all of them. Or better yet, leave them all alone. He said  
20 we had built our homes in their kitchen. He said he didn't care if they ate his shrubs.

21  
22 Alice Coper said she lived on Village Way. She said they had built in deer territory but they had multiplied more  
23 rapidly than they had in 25 years. They had to replace 95% of their shrubs. They lived in the yards year-round. They  
24 used to be in the yards just part of the time.

25  
26 Holly Nash said she lived on 800 South and didn't think there were tons of deer where she lived. She didn't see the  
27 devastation spoken of. She said she was a school teacher and felt a little education would go a long way in learning  
28 to live with the deer. She suggested they have an education center about nature and about all the animals. People  
29 could become educated about them and learn the best practices of living with them.

30  
31 Sullivan Love said he lived on Scenic Drive and he wanted to be a voice for the deer. He'd lived there for 17 years  
32 and in the winter there was a constant trail across his yard but he hadn't seen that lately. There were fewer deer. He  
33 said he loved to have the deer in his yard pruning his shrubs.

34  
35 Brian Peterson said he lived on Blue Ridge Lane. Last fall he talked to a lady who had hit a deer. It was injured so  
36 he put it down and was charged with discharging a firearm in city limits. In spite of that, it felt the deer were a  
37 worthwhile inconvenience. It was something for the kids to see. With our busy lives, people wanted to push all the  
38 inconveniences aside. He suggested they learn to slow down. He said he hoped the city would protect the deer.

39  
40 Ryan Johnson said he lived in Alpine Cove and while he wasn't a resident of Alpine, he was voting to be annexed.  
41 He said that when they purchased their lot they saw deer and that was why they bought the lot. When his father  
42 moved to Alpine 40 years ago, there was a heard of elk that used to come down into the neighborhood but they were  
43 gone. He said they didn't see the deer they used to see. They were trying to reclaim their yard and make every effort  
44 to find out what was natural and native. He said the deer hadn't touched it but they did eat the things they planted for  
45 them to eat. He said their kids loved the deer and they loved Alpine because they could drive through and see the  
46 deer. He asked how anyone had purchased a home or lot, and did not see several deer in the parks and streets?

47  
48 Darrell Duty said he lived on Fort Canyon Road. He moved to Alpine for the deer and the wild turkeys. He was a  
49 bow hunter and he used the meat he shot, but he loved the wildlife, too. That was why he moved here. He added that  
50 those animals may be their walking food storage.

51  
52 Brandon Page said he lived on Center Street. He pointed out the panoramic picture of Alpine on the wall behind the  
53 councilmembers. He said it was not a picture of downtown Salt Lake City. It was deer country. If people didn't like  
54 the deer, they should move back to Salt Lake. The deer didn't live in our country. We lived in their county, and the  
55 deer multiplied because that was what God meant for them to do.

56

1 Mike Paiser said he lived on 500 East 100 South across from the park. He appreciated the park but he didn't  
2 appreciate the deer. He was a gardener and he didn't like the deer in his garden. He said he had lived in Alpine for  
3 37 years and they were eating things they'd never eaten before. He said he was in favor of thinning the herds.  
4

5 Kay Vincent said she lived on south Scenic Drive and they loved the deer. There were four bucks that spent most of  
6 the day underneath her deck. They chewed off the tops of her tomatoes but she found a spray for that.  
7

8 Vickie Birchall said she lived on Pine View Drive and had been in Alpine for 33 years. They loved the deer. She  
9 was sorry for those who had bad experiences with them and sorry people had been hurts. When they moved to  
10 Alpine it was total wilderness to the west and south. Now there were more dead deer on the streets than there used to  
11 be. She said she had a list of plants that the deer would not touch. She said they moved to Alpine because of the  
12 nature and wildlife. They were in their territory. The deer were beautiful sweet animals that did not purposely want  
13 to hurt them. Maybe people who didn't like them should move to where they didn't have to worry about the deer.  
14 65% of the people in the survey voted to keep the deer.  
15

16 Sylvia Christiansen said she lived on High Bench Road. There were a lot of deer up there. She'd seen instances of  
17 people speeding. Maybe they needed more signs that said 25 mph and it would help them avoid hitting the deer. She  
18 said they bought a house next to five undeveloped acres and they loved the deer, but she had seen an extreme  
19 decrease in the number of deer. On the practical side, she said people could put up a fence, but she liked having the  
20 deer clean up the apples underneath her trees. Her grandkids loved to come to Alpine and see the deer. It was unique  
21 in Alpine to have the deer  
22

23 Brynna Brockbank said she had lived in a lot of places with wildlife and she loved the deer. She had lived in places  
24 with cougars and bears and that was one of the reasons she loved it here. She was a transplant to Utah. Deer were  
25 one of the things that got her through a bad day. The world was bigger than what we are going through. The deer  
26 reminded her of that.  
27

28 Steve Birchall said he didn't understand why it was even a discussion when an overwhelming majority loved the  
29 deer.  
30

31 There were no more comments and the Public Hearing was closed.  
32

33 **B. Urban Deer Plan:** Kimberly Bryant said she sympathized with people who had a problem with the  
34 deer. Fourteen years ago when she started on the Council, it was a problem. She personally loved the deer. They  
35 were surrounded by mountains and there were a lot of deer. She said a kid texting while driving was a thousand  
36 times more dangerous than the deer. They needed to obey the speed limit. The survey did say that most people do  
37 not want the deer killed. But the issue did keep coming back. It was time as a council and a community that they did  
38 something. If they killed the deer, they would come back. She suggested they be like Colorado and learn to live with  
39 the wildlife. Embrace the situation because they had mountains around them. There were things they could  
40 implement. They had a lot of summer deer. They could collar the summer deer and see how many there were. She  
41 said there were fewer deer than there were 48 years ago.  
42

43 Troy Stout said he agreed with Kimberly. He didn't know if there were more deer in Alpine or not but he did know  
44 that the deer were more comfortable with humans. When he tried to shoo them out of his yard, they just looked at  
45 him. They were not afraid of people. They were acting more like pets. The biggest issue was that they had resident  
46 deer that were not migrating. They needed to put something into action that got results. He was not necessarily in  
47 favor of killing them. There were humane ways to attract them to the places they needed to be. Some of things they  
48 had talked about in an earlier meeting was rehabilitating some areas and providing water sources in the foothills.  
49 Thin out the scrub oak so they could have a place to bed down.  
50

51 Ramon Beck said they would need to work with the deer.  
52

53 Lon Lott said he felt it was important to look at the sources recommended by the deer committee. He had called  
54 Robby Edgell from the Division of Natural Resources (DNR), and met with him and Troy Stout earlier that day. Mr.  
55 Edgell was a biologist and felt revegetation was an option. He was working with communities to get more feed into  
56 areas where there was less feed and get the deer to move out. The deer were the responsibility of the DNR. The

1 citizens were the responsibility of the Council. Both needed to be good stewards. Even though 60% of the  
2 respondents didn't want to do anything with the deer, there was another portion of the community that had equally  
3 strong feelings. He felt wildlife education was central to any plan. He planned to propose a few things that evening  
4 and recommended they get moving on it. He was in favor of getting some deer collars. DNR was willing to help  
5 with the control process.

6  
7 Roger Bennett said a lot of citizens wouldn't like his opinion. He said that 150 years ago there were fruit farmers in  
8 the valley and when his grandfather came to Alpine, there were no deer but there were elk. In the 20s the deer came.  
9 He said they had farmed up Fort Canyon without having to put in fences. People planted orchards in the downtown  
10 areas and didn't have to fence them. In the 70s, the deer came into town and had never moved out. There were more  
11 deer in the downtown area than there were in the mountains. He said he fenced his yard. He didn't personally care if  
12 they killed the deer or let them stay, but for those who wanted to let them stay, they would multiply. Then when they  
13 had a hard winter, there would be a lot of dead deer from starvation. In response to a question he said that in the 50s  
14 the deer were on the mountains in the summer then migrated down in the winter.

15  
16 Kimberly Bryant said she had neighbors who had men in camouflage gear come into their backyard and tell her that  
17 Alpine City had given them tags to kill deer. They needed to be careful what they said because they didn't want  
18 people from out of town thinking they could come into Alpine and start killing deer.

19  
20 Troy Stout said he thought it would be a good idea to have DNR provide a bullet list of what is legal to do to keep  
21 the deer out of yards. Kimberly Bryant suggested they call Midway City and find out what they did. They loved  
22 their deer and in some places it was illegal to build a fence that blocked their migratory paths, but the city worked  
23 with the citizens to coexist.

24  
25 Sheldon Wimmer said that in Capital Reef they had orchards. Some were fenced and some were open. The genetic  
26 composition of the deer had changed and the deer were smaller. They were seeing beautiful racks but not beautiful  
27 bodies. The does were young, and the doe to buck ratio was high. He said the deer population was hitting a peak.  
28 Referring to Roger Bennett's comments, he said that when the Mormon pioneers came to the valley, there were no  
29 deer but there were antelope and bison. Up until 1964 and '65 there was the Alpine Cattle Company. They turned  
30 them up into the mountains for grazing then in 1964 they built terraces to stop the flooding, and took the cows of the  
31 hillsides. By the 1950s, they were seeing deer that were starving because the grass was removed by the livestock.  
32 Since then there had been a climb in the number of mule deer. It was a closed system in Alpine and the population  
33 increased. They saw more deer starving in 1983 and people started feeding them. When they had a hard winter, it  
34 naturally culled the deer. He said that Troy Stout had mentioned legal methods of shooting the deer off someone's  
35 property. In Highland where they shot the deer and utilized the meat, they'd found the venison had so many pellets  
36 in it that it wasn't good. Paintballs were better.

37  
38 **MOTION:** Lon Lott moved to create an ordinance that prohibited the willful feeding of deer, elk and moose in  
39 Alpine City, which was one of the requirements of the DNR, and propose a plan to revegetate the area above Alpine.  
40 Troy Stout seconded. Ayes: 5 Nays: 0. Lon Lott, Troy Stout, Ramon Beck, Roger Bennett, Kimberly Bryant voted  
41 aye. Motion passed.

42  
43 David Church said merely voting on the motion wasn't enough. They would need to draft and pass an ordinance  
44 with a penalty.

45  
46 Lon Lott also recommended moving forward with an education program with support materials and a nature center  
47 website. He suggested they give permission to Robby Edgell to trap and collar deer in Alpine. It would be done at  
48 the expense of the DNR. He said Mr. Edgell said Alpine was different from other communities and they would like  
49 to study the deer in Alpine. They were interested in their migratory movement.

50  
51 **MOTION:** Lon Lott moved to begin a proactive education program and inform citizens what could be done legally  
52 to minimize the impact of the deer, have a nature website and have volunteers educate the citizens about coexisting  
53 with deer, and allow the DNR to collar deer in Alpine as a step in implementing a plan for deer management and  
54 begin an application for deer trapping. Troy Stout seconded. Ayes: 5 Nays: 0. Lon Lott, Troy Stout, Ramon Beck,  
55 Roger Bennett, Kimberly Bryant voted aye. Motion passed.

1           **C. Alpine Water Report:** Shane Sorensen said the report was quite lengthy but the bottom line was that  
 2 there were water projects that needed to be done regardless of whether or not they annexed more property into the  
 3 city. What improvements were done would depend on what was annexed. He had prepared a list of things that would  
 4 be needed which was included in the packet. In addition, they were working on a masterplan update. They would  
 5 need a new well and they were currently looking at potential sites. Rich Nelson said Mr. Sorensen had come up with  
 6 a brilliant idea of locating the well on property the City already owned.

7  
 8 Shane Sorensen said they were looking at the property to see if it would be a good well site. There would need to be  
 9 a 12-inch transmission line and storm drain. To drill and equip a well took one to two years. They had some money  
 10 to put toward the well but with the list of other improvements, they may have to bond. There were also some  
 11 changes in the existing system that they could make. He said the water users in the current system were using more  
 12 water per acre than they had anticipated which created problems with water pressure. They could put in larger  
 13 transmission lines but that would be expensive and would involve tearing up the streets. If there was one that made  
 14 sense, they would come back with that information. They were also looking at the CUP option. There were other  
 15 smaller projects that could help the pressure situation. One of the big problems they'd had was that they a couple of  
 16 wells go down. The previous weekend they had a pump go out. It brought attention to the fact that they needed to be  
 17 proactive in the water projects. One of the things they needed to do was install the meters which were previously  
 18 approved by the Council.

19  
 20 Mayor Wimmer said it was critical that they begin metering the pressurized irrigation water because people were not  
 21 complying with the water restrictions.

22  
 23 Shane Sorensen said there was new technology that could be used to troubleshoot wells. They used an infrared  
 24 camera that went all through the pump houses and detected the heat which created problems They had already rated  
 25 the problems in the pumps. They would install a cooling system, either a refrigerated unit or an air conditioning unit.

26  
 27 Mayor Wimmer said they had some really dedicated people working for the City. Greg Kmetzsch was in charge of  
 28 monitoring and taking care of the wells and he was doing a tremendous job, working long hours and weekends.

29  
 30           **D. Resolution No. R2016-09, Utah County Crimes Task Force Interlocal Agreement:** This item was  
 31 postponed at the request of the police chief who was out of town.

32  
 33           **E. Moyle Park Fence:** Rich Nelson said the Diaz family owned property adjacent to Moyle Park. There  
 34 had been a disagreement about the location of the property line so a survey was done and that issue was resolved.  
 35 The other issue was the fence itself. Andrew Diaz said that a previous mayor had agreed to have the city pay half the  
 36 cost of a Trex fence to match other fencing on his property. With the relocation of the parking in Moyle Park, he  
 37 would have cars and lights next to his property.

38  
 39 Rich Nelson said his understanding was that the City would participate in the cost of a chain link fence. Mr. Diaz  
 40 had obtained two bids on a Trex fence. One was for \$15,016. The other was for \$12,667. The cost of a chain link  
 41 fence was \$1,400.

42  
 43 It was explained that there had been some old growth scrub oak between the Diaz property and Moyle Park which  
 44 provided a screen between the properties. During a city cleanup day, the scrub oak had been taken out. The scrub  
 45 oak was on the Moyle Park property. Mr. Diaz said his privacy had been lost when the brush was removed and he  
 46 wanted to city to help pay for the cost of a fence.

47  
 48 Roger Bennett asked if the City had plans to help build fences for all the people whose property bordered city  
 49 property such as Lambert Park.

50  
 51 Troy Stout said that Moyle Park was city property and they had a right to alter their property. The question was how  
 52 good of a neighbor they wanted to be. Kimberly Bryant said the Council should decide what they willing to pay  
 53 toward the fence and Mr. Diaz could pay the rest if he wanted something different.

54  
 55 Roger Bennett asked how much chain link with privacy slats would cost. He said he would be willing to go half of  
 56 the cost on a chain link fence with privacy slats.

1  
2 Shane Sorensen said the city had parks and open space all over the city. The city should be able to remove brush  
3 from their property without paying to install fencing. He said the City had never paid for a fence before. The closest  
4 thing they had done in the past was to install a chain link fence on the city property inside Creekside Park because  
5 they didn't want fifteen different kinds of fences bordering the park. They had installed black-coated chain link  
6 fencing.

7  
8 Sheldon Wimmer said he'd met with Hunt Willoughby who said he had talked about a chain link fence. Mr. Diaz  
9 said he had taped the conversation on his phone and the mayor said the City would either pay for half of a Trex  
10 fence or all of a chain link fence. He said he would play it for them if they wanted.

11  
12 Shane Sorensen said the issue had never come to the City Council for a vote. Roger Bennett said a mayor could not  
13 make decisions for a city council.

14  
15 Shane Sorensen said there were eight to ten properties that bordered Moyle Park. If they put in a Trex fence for Mr.  
16 Diaz, all the neighbors would want one. He said he didn't think it was right that someone should expect the  
17 neighboring property owner to provide privacy for him.

18  
19 **MOTION:** Troy Stout moved to find the total cost estimate to replace the fence with a powder-coated chain link  
20 fence with privacy slats and make that contribution toward the fence. Kimberly Bryant seconded. Ayes: 4 Nays: 1  
21 Troy Stout, Kimberly Bryant, Lon Lott, Ramon Beck voted aye. Roger Bennet voted nay.

22  
23 **F. Canyon Crest Road/Ridge Drive Parcel of City Owned Property:** Sheldon Wimmer said this was  
24 the piece of property the Council discussed at their meeting of July 26, 2016 when the Council voted to sell the  
25 entire parcel at corner of Canyon Crest and Ridge Drive (except for a small portion containing a city sign) to the  
26 adjacent property owners. Since that time, staff discovered that a storm drain ran through the parcel. Laura and Tom  
27 Lefler were still interested in acquiring a tiny triangular piece of the parcel (about 580 square feet) which was  
28 adjacent to their property.

29  
30 Rich Nelson suggested that the Council approve giving it to them on the condition that the Leflers paid the cost of  
31 replatting the subdivision.

32  
33 Roger Bennett said he would sell it to them at fair market value. He didn't want to set a precedent of giving away  
34 public property.

35  
36 **MOTION:** Roger Bennett moved to sell the triangular piece consisting of 580 square feet with no street frontage at  
37 fair market value to the Leflers if they wanted to buy it. Troy Stout seconded. Ayes: 5 Nays: 0. Roger Bennett, Troy  
38 Stout, Ramon Beck, Kimberly Bryant, Lon Lott. Motion passed.

39  
40 David Church said they would negotiate a price and bring it back to the Council for further action.

41  
42 **G. Encroachment on open space.** Rich Nelson so there were places throughout the city where adjacent  
43 property owners had encroached on public open space but they would begin with the two that seemed to be the most  
44 egregious. One was brought to the attention of the Council by Troy Stout and was located next to a trail. The other  
45 one was located at 300 North and Bald Mountain. The first step would be to send the code enforcement officer out  
46 to evaluate the encroachment then write a letter to the offending property owners and ask them what they were going  
47 to do about it. If they didn't respond, they would turn it over to the prosecuting attorney.

48  
49 **H. Lone Pine Subdivision Concept Plan:** Jason Bond said the proposed subdivision consisted of 9 lots in  
50 the CR-20,000 zone on 5.68 acres and was located on 300 North on property belonging to Clive Walter. The  
51 Planning Commission had approved concept approval. This was for information only.

52  
53 Troy Stout asked if 300 North would be widened as part of the subdivision development. Shane Sorensen said it  
54 would only be widened to the boundary of the property.

1           **I. Three Falls Subdivision Amendment, Plat D – Will Jones:** The amended plat would involve 14 lots  
 2 on 806.35 acres. The overall development consisted of 57 lots on 806.35 acres. Jason Bond said that when the  
 3 developer began working on the infrastructure for the subdivision, it became clear that the terrain would require  
 4 some adjustment in the approved layout. One lot would be eliminated and thirteen lots would be reconfigured. The  
 5 private and public open space would also be reconfigured and would be minimally reduced, but since the developer  
 6 had already provided more than adequate open space for the entire subdivision, the open space requirement would  
 7 not be affected. A better road design would reduce the need for retaining walls. According to the review by Jed  
 8 Muhlestein, the amended lots met the slope requirements and the road and grading portions of the plan were  
 9 acceptable. The secondary access road was required to have the same design as the other secondary access on the  
 10 property, which was 20 feet of asphalt with curb and gutter on both sides. Changing the lots would require  
 11 alteration of the water policy.

12  
 13 Shane Sorensen said staff recommended that lot 57 have driveway access from a full-width public street and not  
 14 from the second access.

15  
 16 **MOTION:** Troy Stout moved to approve the Three Falls subdivision amendment, Plat D with the following  
 17 conditions:

- 18  
 19           1. The lots be renumbered to reflect the total number of lots;  
 20           2. Lots 55 and 56 show the required frontage on public street and lot 57 have driveway access form a full-  
 21 width public street;  
 22           3. The revised water policy be met.

23  
 24 Kimberly Bryant seconded. Ayes: 5 Nays: 0. Troy Stout, Ramon Beck, Roger Bennett, Kimberly Bryant, Lon Lott  
 25 vote aye. Motion passed.

26  
 27           **J. Alpine Ridge PRD Subdivision Concept Plan – Approximately 1425 Grove Drive – Paul Kroff:**  
 28 Jason Bond said the property in question consisted of 10.6 acres. It was not part of the Oberee annexation because it  
 29 was already located inside Alpine City limits in the CR-40,000 zone. The developer was requesting Council  
 30 approval to develop the 10.6 acres as a PRD with nine lots and 2.6 acres of private open space. Mr. Bond said that if  
 31 the same property was developed as a regular subdivision, it would have six lots and no open space. The Planning  
 32 Commission had reviewed the concept and recommended approval of a PRD with the open space being public rather  
 33 than private.

34  
 35 Troy Stout said he preferred public open space if it was a PRD, but would prefer to see bigger lots.

36  
 37 Roger Bennett said that if it had open space, they would need to maintain it. Rich Nelson agreed saying the City  
 38 didn't want to maintain another small park.

39  
 40 Paul Kroff said the PRD would have a blend of acre and half-acre lots with the larger lots higher up. He said they  
 41 needed to provide retention for the development and would locate the basin in one acre of the open space. He said he  
 42 was fine if the open space was public or private. If it was private, they would maintain it but the public could use it.  
 43 The Planning Commission had suggested the open space be a soccer field.

44  
 45 Roger Bennett asked about the topography of the proposed open space. Paul Kroff said it had a slope. There was a  
 46 climb of 10 to 15 feet. Mr. Bennett asked Paul Kroff if he was opposed to flattening the ground and making it a  
 47 soccer field.

48  
 49 Kimberly Bryant said she would only be interested in the open space if it was a soccer field.

50  
 51 Lon Lott said the purpose of a PRD was to move larger lots higher up on the hill but he wasn't sure the proposed  
 52 design accomplished that. Nine lots with unusable open space didn't help the community.

53  
 54 David Church pointed out that Paul Kroff would not be the one running the park. It would be an HOA. He said the  
 55 Council needed to think carefully about saying it would be a private park that the public would use because the  
 56 homeowners in the HOA may feel differently about that.

1  
2 Rich Nelson reiterated that the City did not want to take care of another pocket park.  
3

4 Regarding the earlier discussion under Public Comment about running a sewer line through the Towle property, Paul  
5 Kroff asked if a sewer line would still be if they were half-acre or acre lots. Shane Sorensen said there would need to  
6 be a sewer line or a lift station either way.  
7

8 Ramon Beck noted that the Planning Commission recommended a PRD with public open space. Lon Lott said Bryce  
9 Higbee made the motion and he was very pointed that he wanted the open space to be a sports field.  
10

11 **MOTION:** Kimberly Bryant moved to make Alpine Ridge a non-PRD. Troy Stout seconded. Ayes: 2 Nays: 3 Troy  
12 Stout and Kimberly Bryant voted aye. Ramon Beck, Roger Bennett, Lon Lott voted nay. Motion failed.  
13

14 **MOTION:** Roger Bennett moved to make Alpine Ridge a PRD subject to the agreement on the other property.  
15 Ramon Beck seconded. A discussion followed about what type of lots would result and the motion was withdrawn.  
16

17 **MOTION:** Troy Stout moved to accept Alpine Ridge as a PRD provided the open space was designated as a soccer  
18 field with the gradation and preparation of the park to be the responsibility of the developer in the first phase, and  
19 apply the wording of the Development Agreement for the Oberee annexation relating to lot size to this property. Lon  
20 Lott seconded. Ayes: 4 Nays: 1. Troy Stout, Ramon Beck, Roger Bennett, Lon Lott voted aye. Kimberly Bryant  
21 voted nay. Motion passed.  
22

23 Paul Kroff said that if they applied the wording in the development agreement to the ten acres and the math showed  
24 that they wouldn't get any additional lots and they still had to build a park, they would do a regular subdivision.  
25

## 26 VI. STAFF REPORTS 27

28 Shane Sorensen reported on the following items:  
29

- 30 • Paul Kroff was working with Horrocks Engineering for the offsite designs like Grove Drive. Since  
31 Horrocks did a lot of work for Alpine City, Horrocks asked if they could submit a proposal to the City for  
32 their portion of the road. Based on the Horrock's proposal, the City's portion of the design fee for the road  
33 would be about \$26,000. Shane asked if that needed to come back as an agenda item. Rich Nelson  
34 suggested the Council okay it and they handle it as a budget item.
- 35 • Shane Sorensen said the Smooth Canyon signs for soccer parking were installed. They had no agreement  
36 with the LDS Church about using their parking lot as yet.
- 37 • He said something needed to be about the business PURPLE. They were stopping semis in the middle of  
38 the road and blocking access. Rich Nelson said he'd met with homeowners in that area and suggested they  
39 plant something on their property to screen them from the business. If the citizens would pay for the water  
40 for the trees, the City would buy the trees.
- 41 • Shane Sorensen said they had completed the overlay project on Alpine Boulevard.
- 42 • He reported that they were working on a sign for City Hall and had an example of what it would look like.  
43 It would be five feet wide, three feet high, and two feet off the ground. It could be rusted or powder-coated.
- 44 • They had met with a door company for a new door for City Hall. It would cost \$10,000 and would be a  
45 metal door painted bronze. It would be a single door, 42 inch wide with panels and an automatic door  
46 opener to meet ADA requirements. Installation would be 12 weeks out.  
47

48 David Church reported that the Utah League of Cities and Towns Convention started the next day in Salt Lake City.  
49

50 Rich Nelson said staff had met with the soccer people. They gave them two weeks to start abiding by the  
51 agreements. They also met with Melanie Ewing about Alpine Days. He asked if the Council also wanted a report  
52 from the Alpine Days chairman and they said yes. He handed out a list of recommendations from members of the  
53 staff for next year's Alpine Days. They were:  
54

55 Fire Chief – Move the fireworks to Jr. High and have people watch from Burgess Park

- 1 City Admin – Have the fire department at the end of the parade
- 2 Everyone – Teen dance needs to go
- 3 Police – 5K route, no circling the park. Have police approve the route.
- 4 Police – bike ride the weekend before, stay in Lambert Park
- 5 Police – 600 East – barricade it so there is parking only on one side of street
- 6 Everyone – move pancake breakfast to the fire station
- 7 Everyone – pooper picker up'ers after every horse attraction
- 8 Public Works – more dumpsters
- 9 Public Works – power to the booths goes off after fireworks are over
- 10 Finance – hire more finance people
- 11 Finance – have a better way to account for rodeo and Alpine Days funds
- 12 Finance – better cash handling coordination
- 13 Finance – more coordination between director and finance director
- 14 Finance – develop a periodic update protocol

15  
 16 Rich Nelson reported that Annette Scott in the front office had decided to retire in November. They had interviewed  
 17 candidates for the half-time position, then learned about Annette's retirement. There was enough of a workload that  
 18 he would like to hire another half-time position. It would be 20 hours a week for each position. The City would offer  
 19 retirement but no healthcare. He said they had two excellent part-time candidates.

20  
 21 Sheldon Wimmer said it was his experience that there were issues with job sharing. Sometimes it worked but too  
 22 often they ended up with one person who worked hard and one who didn't, and it created problems. He said he  
 23 would prefer hiring one fulltime person. Troy Stout agree, saying there was a loyalty factor with a fulltime person.  
 24 Part-time people were frequently looking for another job.

25  
 26 Rich Nelson said they were implementing a new procedure on overdue bill, which would increase the workload for a  
 27 while but would work better in the long run. Sheldon Wimmer said the ordinance stated that a water user had 30  
 28 days to come current on their bill or they'd be shut off in five days.

29  
 30 Rich Nelson said he had talked to Mayor Wimmer about his personal situation and was turning in his resignation.  
 31 He would be retiring in the middle of November. He said Alpine was the best city to work for. He'd worked with a  
 32 number of other cities and when he came to work for Alpine, it was like dying and going to heaven.

### 33 34 **VII. COUNCIL COMMUNICATION**

35  
 36 Roger Bennett said he'd heard the splash pad was running on Sunday. Did they want it operating on Sundays and  
 37 after hours? Kimberly Bryant said there were issues of church and state that they had to consider. David Church said  
 38 that if people were using it on Sunday, they should leave it on.

39  
 40 Troy Stout said they needed to make it easier for the public to access city information. He had tried to look up the  
 41 Council agenda on his mobile device and couldn't find it. David Church said Kayville streamed their council  
 42 meetings on youtube and had a surprising number of viewers.

43  
 44 Troy Stout said he would like to take a look at the monetary compensation for councilmembers. He wouldn't be  
 45 running again but there was enough time required for the position that there were good people who wouldn't run  
 46 because they didn't want to take time away from earning money elsewhere. Sheldon Wimmer asked Rich Nelson to  
 47 look at what other cities paid their council.

### 48 49 **VIII. EXECUTIVE SESSION:** None held

50  
 51 **MOTION:** Ramon Beck moved to adjourn. Lon Lott seconded. Ayes: 4 Nays: 0. Ramon Beck, Lon Lott, Roger  
 52 Bennett, Troy Stout voted aye. Motion passed. Kimberly Bryant was not present at the time of the motion.

53  
 54 The meeting was adjourned at 11:05 pm.

## ALPINE CITY COUNCIL AGENDA

**SUBJECT: Alpine Days Review**

**FOR CONSIDERATION ON: September 27, 2016**

**PETITIONER: Alpine City Council**

**ACTION REQUESTED BY PETITIONER: The City Council would like to review and discuss last August's Alpine Days celebration.**

**INFORMATION: A financial breakdown of Alpine Days is attached. Staff recommendations for next year's Alpine Days is attached. Melanie Ewing, Alpine Days Director will be in attendance to answer any questions the Council has. To more information on the events please check [alpinedays.org](http://alpinedays.org).**

***RECOMMENDED ACTION: For Council review, discussion and direction for next year's Alpine Days celebration.***

<b>Revenue:</b>		
Sponsorships	\$ 9,700.00	
Credit Card Sales	\$ 45,137.31	
Cash Sales	\$ 24,457.97	
<b>Total</b>		<b>\$ 79,295.28</b>
<b>Expenses:</b>		
Parade	\$ 321.75	
Facebook Advertising	\$ 300.00	Estimate
Pet Show	\$ 372.13	
Supplies	\$ 611.27	
Start-up Cash	\$ 865.00	
Incidentals	\$ 1,600.00	
Domain Name	\$ 1,950.00	
Program Booklet	\$ 2,986.99	
Utah State Tax Commission (estimated)	\$ 3,000.00	Estimate
Facilities (Porta-Potty, Canopies)	\$ 4,020.88	
Events Cordinator Fee	\$ 5,000.00	
Staff (Add'l & Overtime)	\$ 5,020.92	
5k, Mtn Bike, Soccer, Picklball &Basketball Tournament	\$ 5,261.70	
Fireworks	\$ 6,000.00	
T-shirts	\$ 6,222.50	
Luau	\$ 11,050.48	
Sound System, Engineering & Performances	\$ 11,500.00	
Carnival, Games, Activities, Teen Party, Foam Party, Fish Grab	\$ 74,297.20	
<b>Total</b>		<b>\$ 140,380.82</b>
<b>Profit/(Loss)</b>		<b>\$ (61,085.54)</b>
<b>Budgeted Amount (City Subsidize)</b>		<b>\$ 35,000.00</b>
<b>Loss</b>		<b>\$ (26,085.54)</b>
<b>Per Rich-Expenses paid from different accounts</b>		<b>\$ 7,855.92</b>
<b>Grand Total Loss</b>		<b>\$ (18,229.62)</b>

**Alpine Days Staff Recommendations**  
**9/13/16**

1. Fire Chief – Move the fireworks to the Jr. High and have people watch in Burgess Park.
2. City Administrator – Have the Fire Department at the end of the parade.
3. Everyone – Teen dance needs to go.
4. Police – 5K route, no circling the park. Have the police approve the route.
5. Police – Bike ride the weekend before, stay in Lambert Park.
6. Police – 600 East barricade it so it is only parking on one side of the road.
7. Everyone – Pancake breakfast move to the fire station.
8. Everyone – Pooper picker up'ers after every horse attraction.
9. Public Works – More dumpsters.
10. Public Works – no plastic on the tennis court fences if the teen dance goes on.
11. Public Works – power to the booths goes off after the fireworks is over.
12. Finance – hire more finance people
13. Finance – have a better way to account for rodeo and Alpine Days funds.
14. Finance – better cash handling coordination.
15. Finance – more coordination between director and finance director.
16. Finance – develop a periodic update protocol.

**ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Box Elder Plat E – Easement to Alpine City**

**FOR CONSIDERATION ON: September 27, 2016**

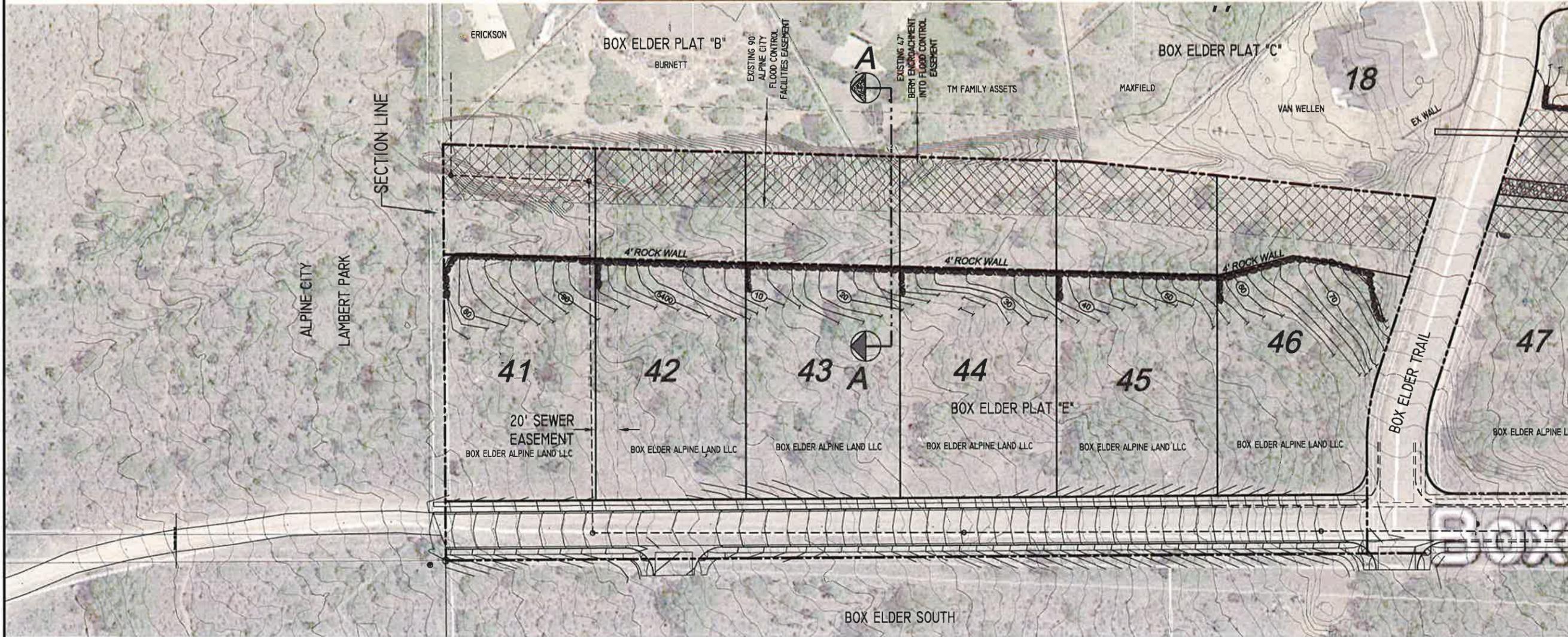
**PETITIONER: Shane Sorensen, City Engineer and Public Works Director**

**ACTION REQUESTED BY PETITIONER: That the City Council consider accepting an easement on Plat E to be used by the City for flood control measures.**

**INFORMATION: Shane Sorensen, City Engineer and Public Works Director, has been meeting with the owners of Box Elder Plat E to work out an easement arrange so the City can work on measures that will assist in flood control measures in that area. Shane is out of town but will send more information on this to the Council on Monday.**

***RECOMMENDED ACTION: That the City consider acquiring an easement on land in Box Elder Plat E for flood control measures.***

# BOX ELDER CREEK IMPROVEMENTS



DEVELOPMENT

## BOX ELDER

DEVELOPER

**PATTERSON HOMES**  
www.phutah.com

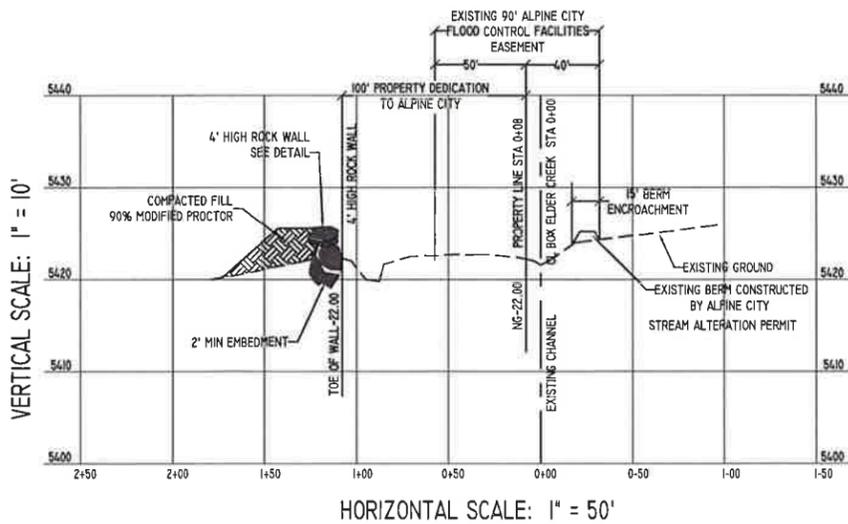
11038 N. Highland Blvd Suite 100  
Highland, UT 84003  
(801) 642-0119

SCALE: 1" = 100'

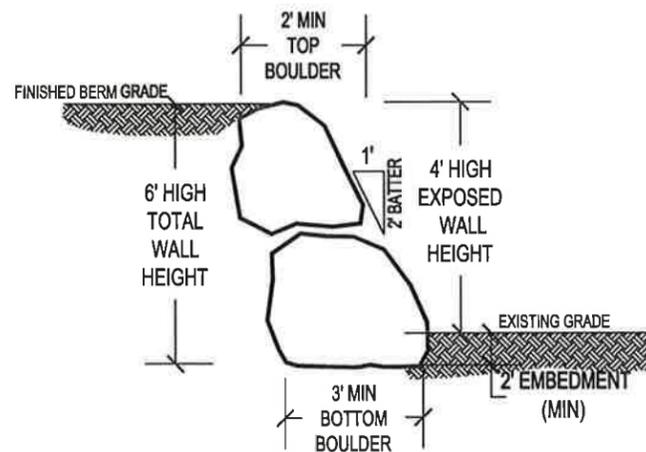
**BERG**  
CIVIL ENGINEERING

11038 N. Highland Blvd Suite 400  
Highland, UT, 84003  
office (801) 492-1277  
cell (801) 616-1677

### CROSS SECTION A-A



### ROCK WALL DETAIL



### NOTES:

- NO STRUCTURES OF ANY TYPE WITHIN THE FLOOD CONTROL FACILITIES EASEMENT. THIS INCLUDES BUT NOT LIMITED TO FENCES, SHEDS, GARAGES, LARGE CANOPY TREES, ETC.
- ACTIVE CHANNEL AS INDICATED BY THE ALPINE CITY FLOOD CONTROL FACILITIES EASEMENT, SHALL NOT BE LANDSCAPED AND MUST REMAIN IN NATURAL STATE.

### DISTURBED AREA SEED MIX

UPLAND SPECIES COMMON NAME	% OF SEED MIX (PLS)
SLENDER WHEATGRASS	20
WESTERN WHEATGRASS	15
BLUEBLUNCH WHEATGRASS	15
MOUNTAIN BROME	20
GREAT BASIN WILDORYE	15
BLUE WILDORYE	15

SEED AT 40 LBS PER ACRE

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
FINAL CONSTRUCTION	9/14/2016

PROJECT

## BOX ELDER

CONSTRUCTION PLANS

DESCRIPTION

### BOX ELDER CREEK STREAM ALTERATION

SHEET NAME SHEET NUMBER

BOX ELDER CREEK **C1**

**SURVEYOR'S CERTIFICATE**

I, DAVID V. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 163947 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE \_\_\_\_\_ SURVEYOR \_\_\_\_\_ (SEE SEAL BELOW)

**BOUNDARY DESCRIPTION**

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;  
 THENCE NORTH 00°19'13" WEST 378.00 FEET ALONG THE SECTION LINE TO A POINT ALONG THE SOUTHERN BOUNDARY OF BOX ELDER PLAT "B" SUBDIVISION;  
 THENCE EASTERLY ALONG SAID PLAT "B" BOUNDARY LINE SOUTH 88°22'00" EAST 585.01 FEET TO A POINT ALONG THE SOUTHERN BOUNDARY OF BOX ELDER PLAT "C" SUBDIVISION;  
 THENCE EASTERLY ALONG SAID PLAT "C" BOUNDARY LINE SOUTH 83°54'00" EAST 322.38 FEET TO A POINT ALONG THE WESTERN BOUNDARY OF BOX ELDER PLAT "F" SUBDIVISION;  
 THENCE SOUTHERLY ALONG SAID PLAT "F" BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 18°12'45" WEST 166.85 FEET, (2) ALONG THE ARC OF A 202.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 64.21 HAVING A CENTRAL ANGLE OF 18°12'45" AND A LONG CHORD BEARS S09°06'22"W 63.94 FEET, (3) SOUTH 101.02 FEET;  
 THENCE SOUTH 89°40'47" WEST 841.07 FEET TO THE POINT OF BEGINNING.

CONTAINS: 7.11 ACRES

**OWNER'S DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AS INDICATED FOR PERPETUAL USE OF THE PUBLIC, AND THE EASEMENTS AS PUBLIC UTILITY EASEMENTS.

IN WITNESS WHEREOF WE HERETO SET OUT HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2014

BOX ELDER ALPINE LAND LLC \_\_\_\_\_ DATE \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH }  
 COUNTY OF UTAH } S.S.  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME \_\_\_\_\_ SIGNER OF THE FOREGOING DEDICATION AS A REPRESENTATIVE OF BOX ELDER ALPINE LAND LLC WHO DULY ACKNOWLEDGES TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

THE \_\_\_\_\_ CITY COUNCIL \_\_\_\_\_ OF \_\_\_\_\_ ALPINE CITY COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

APPROVED \_\_\_\_\_ ATTEST \_\_\_\_\_  
 ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)  
 NOTARY PUBLIC \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ BY THE ALPINE CITY PLANNING COMMISSION.

\_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

DIRECTOR - SECRETARY \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_

**PLAT "E" AMENDED  
 BOX ELDER SUBDIVISION**

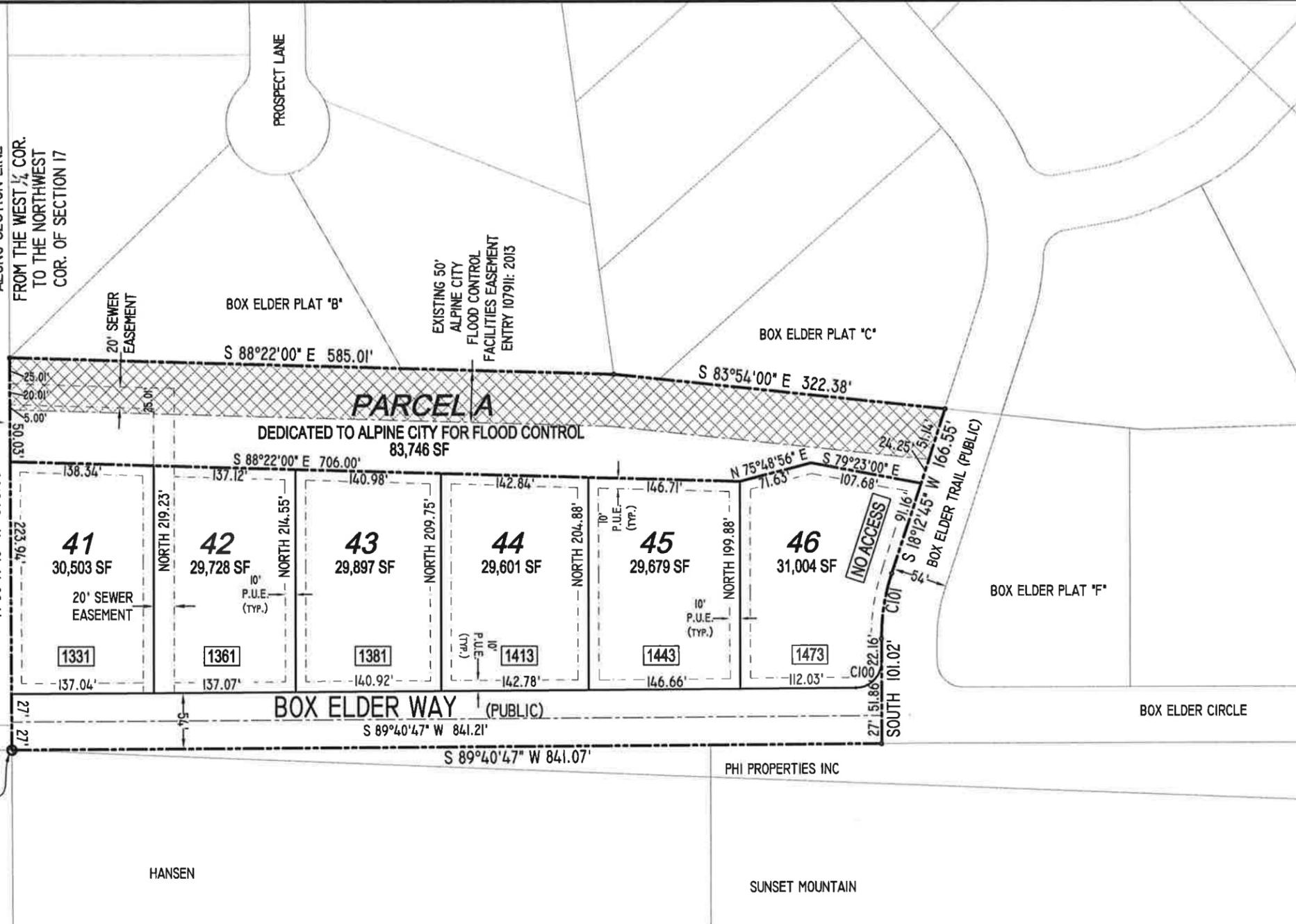
LOCATED IN THE NW 1/4 OF SECTION 17, T4S, R2E, SLB8M ALPINE CITY, UTAH COUNTY, STATE OF UTAH  
 SCALE: 1" = 100 FEET

SURVEYOR'S SEAL NOTARY PUBLIC SEAL ENGINEER SEAL CLERK-RECORDER SEAL

SECTION LINE BASIS OF BEARING IS N 00°19'13" W ALONG SECTION LINE FROM THE WEST 1/4 COR. TO THE NORTHWEST COR. OF SECTION 17

ALPINE CITY LAMBERT PARK

P.O.B. WEST 1/4 COR. SECTION 17 T4S, R2E, SLB8M FOUND MONUMENT



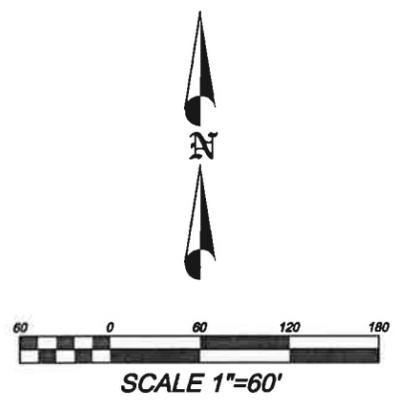
**HAZARDS NOTE:**  
 ALL OF THE LOTS IN THIS SUBDIVISION HAVE BEEN THE SUBJECT OF FLOODING AND DEBRIS FLOW IN RECENT YEARS.

**ADDRESS BLOCK**

LOT NUMBER	ADDRESS
41	1331 EAST BOX ELDER WAY
42	1361 EAST BOX ELDER WAY
43	1381 EAST BOX ELDER WAY
44	1413 EAST BOX ELDER WAY
45	1443 EAST BOX ELDER WAY
46	1473 EAST BOX ELDER WAY

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C100	29.13	25.00	89°40'47"	35.26	S44°50'23"W
C101	64.21	202.00	18°12'45"	63.94	S09°06'22"W



APPROVED AS TO FORM \_\_\_\_\_  
 APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_  
 CITY ATTORNEY \_\_\_\_\_

**ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Resolution No. R2016-09 Utah County Major Crimes Task Force Interlocal Agreement.**

**FOR CONSIDERATION ON: September 27, 2016**

**PETITIONER: Chief Brian Gwilliam**

**ACTION REQUESTED BY PETITIONER: That the Alpine City Council approve the Utah County Mayor Crimes Task Force Interlocal Agreement.**

**INFORMATION: For years the County has operated a county-wide SWAT team under the terms of an interlocal agreement between the cities. The County Attorney has instructed the cities that a new interlocal agreement is needed. The agreement is attached.**

***RECOMMENDED ACTION: That the City Council approve Resolution No. R2016-06 Utah County Mayor Crimes Task Force Interlocal Agreement.***

**INTERLOCAL COOPERATION AGREEMENT**

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the establishment of an intergovernmental program  
known as the

**Utah County Major Crimes Task Force**

**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations and LONE PEAK PUBLIC SAFETY DISTRICT.

**WITNESSETH:**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Effective Date; Duration.**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act as to any signing party, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the executive power or legislative body of at least two of the public agencies which are parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until December 31, 2026. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed for form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the execution of this Agreement shall operate to terminate any prior Agreements.

**Section 2. Administration of Agreement.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be

allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member officer or city

becomes the subject of a claim or lawsuit, the individual officer or city will be required to defend itself.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a “Secretary” under Orem’s personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers’ compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a “Task Force operation.”

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member’s chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include : [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a “Task Force operation” upon the Task Force Director’s execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers’ home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

**Section 3. Purposes.**

The Utah County Major Crimes Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of narcotics and controlled substances laws of the State of Utah and the United States of America at all levels and to coordinate the efforts of the member entities to combat gang-related activities and serious property crimes.

**Section 4. Manner of Financing.**

The operation of the Utah County Major Crimes Task Force shall be financed by any and all available State and Federal monies offered for such purposes and by direct contributions of money, personnel, and equipment from parties to this Agreement. The Executive Board shall review budget and expenses on a yearly basis together with a proposed budget for the coming year as prepared by the Field Supervisor. The Executive Board shall then establish a yearly budget. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis. Upon submission of the yearly budget to the Administrative Board, the Board shall assess each member its proportionate share based upon population figures of the Governor's Office of Planning and Budget. Any such assessments shall include assessments necessary for any matching of State or Federal grants. Each party agrees to pay its required assessment within thirty days of formal notification of the assessment by the Administrative Board unless said party withdraws from participation. In the event a party to this Agreement fails to pay its required assessment within thirty days of formal notification of the assessment, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8.

**Section 5. Participation.**

Each party to this Agreement shall provide manpower, equipment and funds each year as determined by the Administrative Board. In the event a party to this Agreement fails to provide its required manpower, equipment, or funds within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8. Officers supplied shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with

policies and procedures as established by the Administrative and Executive Boards. Personnel shall act under the command of the Task Force Director and the Field Supervisor. In the event of a conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by Task Force policy.

**Section 6. Seizures and Forfeitures.**

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substances laws and gang-related activities. Some of the forfeiture provisions may allow for direct transfer of property or money to the Task Force. Other seizure or forfeiture statutes require transfer of seized or forfeited property only to the Sheriff's Office or to the Police Department of a party to this Agreement. Parties to this Agreement hereby agree that any property, money, or equipment seized or forfeited as a result of Task Force operations shall immediately be dedicated to Task Force operations. Funds derived from such forfeitures and seizures shall not reduce participants' obligations to provide money, manpower, or equipment as established by the Administrative Board.

Notwithstanding the foregoing, forfeitures and seizures resulting from operations of police departments or the Utah County Sheriff's Office not related to Task Force operations shall be conducted separately and independently from Task Force operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-Task Force operations shall become and remain the property of the involved agency as provided by law.

In the event Task Force personnel and non-Task Force personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the Administrative Board who shall determine, by majority vote, the appropriate

distribution of recovered property or proceeds. It is recognized and understood by all parties to this Agreement that joint operations shall include those operations in which both Task Force and non-Task Force personnel are involved in the planning and investigation. Other enforcement actions may involve Task Force or non-Task Force personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

**Section 7. Addition of Other Members.**

Other public agencies or other persons may become parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the executive power or legislative body of the public agency to be added and the Addendum must be reviewed and Reviewed for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

**Section 8. Termination.**

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately

lose any rights to participation in the administration or conduct of this Agreement or the Major Crimes Task Force. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. The withdrawing member shall not be entitled to any share of property or equipment seized or forfeited to the Task Force until complete termination of this Agreement and pursuant to the provisions for disposition of property as hereinafter provided.

Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the Task Force Director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will continue the investigations as they deem appropriate. Any evidence not clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the Utah County Attorney's Office which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by the CITY

OF OREM which has been derived from Task Force operations, other than property from direct contribution pursuant to assessment from members to this Agreement, shall be distributed back to members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

**Section 9. Manner of Holding, Acquiring, or Disposing of Property.**

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations or forfeited to the Task Force as a result of Task Force operations shall be titled in the name of the CITY OF OREM until dissolution or distribution as herein above provided.

**Section 10. Indemnification.**

All parties to this Agreement are agencies or political subdivisions of the State of Utah. Each of these parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of negligent errors or omissions by its own officers or agents in connection with this agreement or the operation of the Utah County Major Crimes Task Force.

**Section 11. Amendments.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and Reviewed by the Utah County Attorney, and the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5, Utah Code Annotated, 1953, as amended, and (d) filed in the official records of each party.

**Section 12. Severability.**

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

**Section 13. Governing Law.**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 14. Counterparts.**

This Interlocal Cooperation Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each entity shall return a signed copy of its signature page and Resolution authorizing execution of the signature page to the Utah County Clerk/Auditor to be attached to Utah County's original Agreement. As each entity's signature page is attached to Utah County's original Agreement, Utah County will cause a copy of the signature page to be distributed to all entities.

**Section 15. Agreement Review and Updates**

The Task Force Director shall review and sign this Agreement annually and submit the Agreement to the parties for updating if necessary. The Task force Director is authorized to annually sign the agreement and execute certificates, acknowledgments or other evidences of proof of review and or updating as required by applicable laws, rules or regulations.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**UTAH COUNTY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY ELLERTSON, Chairman

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

By: \_\_\_\_\_  
Deputy Clerk/Auditor

\_\_\_\_\_  
COUNTY ATTORNEY

**PROVO CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF OREM**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**PLEASANT GROVE CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**AMERICAN FORK CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**ALPINE CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SPANISH FORK CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SANTAQUIN CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**LEHI CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SPRINGVILLE CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**PAYSON CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**MAPLETON CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SALEM CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**HIGHLAND CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SARATOGA SPRINGS CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**LINDON CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**LONE PEAK PUBLIC SAFETY DISTRICT**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
ITS:

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
DISTRICT SECRETARY

\_\_\_\_\_  
DISTRICT ATTORNEY

**CITY OF CEDAR HILLS**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

## ALPINE CITY COUNCIL AGENDA

**SUBJECT: Bridle Up Hope Trail Realignment and Use of Alpine City Property Request.**

**FOR CONSIDERATION ON: September 27, 2016**

**PETITIONER: Rebecca Covey, Bridle Up Hope**

**ACTION REQUESTED BY PETITIONER: Bridle Up Hope would like approval to change the trail alignment on their property that provides access to the Bonneville Trail and to use about .25 acres of City property for pasture land until such time as the City develops a road in that area.**

**INFORMATION: This has been reviewed at our Monday staff meeting and the changes are supported by that group. Attached is a letter from BUH to the Mayor, an aerial view of the proposed changes and two drawings of the proposed changes.**

***RECOMMENDED ACTION: That the Council decide on the access trail realignment and on the use of City property.***

Dear Mayor,

I appreciate being able to meet and discuss with DRC Group regarding Bridle Up Hope (BUH) project this past month. They have been helpful with BUH beginning a process of implementing and completing Phase 1 improvements by end of October 2016. Phase 1 consists of pasture fencing, outdoor arena, horse watering, trails, horse shelters, and gravel roads. BUH received a site plan approval from the City Council on May 13, 2014. During 2014 there was ownership property transfers with David Pierce and a plat was recorded. During 2014 the BUH obtained property previously known as the Phillip's property. Phase 2 is all remaining site plan improvements and conditions. Phase 2 will be completed in the Spring/Summer of 2017.

At our last DRC meeting, we discussed the location of a public east/west access trail for horses, pedestrians/hikers and bikers from Alpine City Property to the Bonneville Shoreline Trail located on BUH property. The Attached Exhibit A shows the proposed location of the Public Trail in blue dotted line. Some of the trail is existing trail where it connects to the Bonneville Shoreline Trail. BUH is willing to build the east/west trail now. BUH is under no requirements to build this trail as part of their site approval but it was made as request by the City Council on May 13, 2014. BUH has walked the proposed public trail alignment with the City Engineer. The DRC at the September 12, 2016 meeting were in favor of the alignment and having it being built. BUH will deed an easement to the City for the public to use trail with an agreement of understanding to be made.

BUH would like to use approximately 0.25 acres of city property for Pasture Area #8 as shown on Exhibit B. Pasture Area #8 includes the property purchased from the Phillip's. The existing fences in this area are old and not located on any property lines and scheduled for removal. BUH intends to build new fencing around all the pasture areas. The remaining city property would be used for the trail and be an area 20 feet in width. At the DRC meeting, BUH was told that the City Council would need to approve the use of city property for Pasture Area #8.

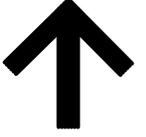
Would you please place us on the agenda to discuss with the City Council.

Rebecca Covey





# Exhibit B



NORTH



Gillman

## Pasture 8

1.25 AC Bride-Up-Hope  
0.25 AC Alpine City Corp  
Total Area 1.65 AC

Alpine City Corp.  
5' wide Riding/hiking Trail

Old Interior Fences to be Removed

Property Boundary

Old Interior Fences to be Removed

Water Trough  
Frost free hydrant

David Pier  
Lo

Property  
at 1D

S 85°29'26" E

N 1°06'32" E 187.00'

162.94'

Overhead Power (typ)

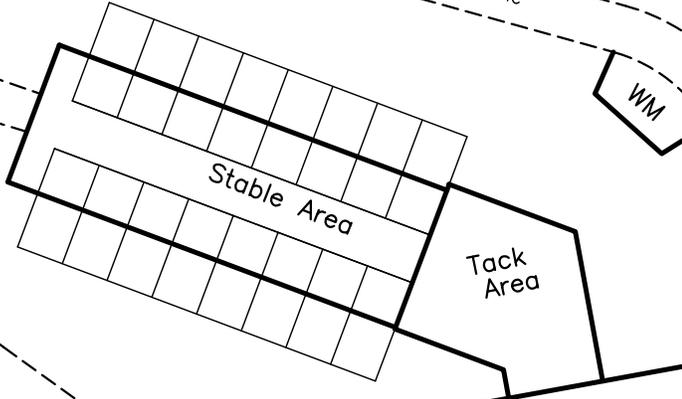
Existing Power Pole

New Perimeter to be installed

15' Wide Gravel Lane

## Parcel B

New Perimeter to be installed



Existing FH

Existing Power Pole

Existing Temp

## Pasture 2

North 86.406'

Existing 10"

temporary

T2

C1

T3

T4

C2

WM

## ALPINE CITY COUNCIL AGENDA

**SUBJECT: Sale of Canyon Crest Road Parcel of City Owned Property**

**FOR CONSIDERATION ON: September 27, 2016**

**PETITIONER: Rich Nelson, City Administrator**

**ACTION REQUESTED BY PETITIONER: That the City Council consider selling a triangle piece of City owned property of Canyon Crest road.**

**INFORMATION: A while ago Tom and Laura Lefler came to the Monday morning staff meeting to see about purchasing a triangle piece of City property to square off their property and protect a tree they like. The staff directed them to present to the City Council. They approached the City Council and this was then listed as an agenda item. The City Council voted to sell the whole parcel to anyone who was interested. It was discovered that a storm water line ran through the parcel, making it virtually unusable. The City Council next voted to sell the triangle piece of property to the Lefler's. Tom Lefler then met with the Mayor and city staff at their Monday morning staff meeting. It was determined that we were talking about a 580 sq. foot parcel. Staff felt like a good purchase price for that piece of property was \$1,500. Then it was determined that the parcel was really 585 sq. feet. If you take the 585 sq. foot amount and take the assumed value of an acre of raw ground in Alpine as \$200,000 then the sale amount would be \$2,607. I believe that \$1,500 is still a fair figure for the triangle because that piece of property has no access to it.**

***RECOMMENDED ACTION: That the City Council consider whether to sell the triangle piece of City property to the Lefler's and, if yes, for what amount.***

**Tom and Laura Lefler Request for Consideration on Fence Line at 304 Maple Drive, Silver Leaf Subdivision**

**June 13, 2016**

I've come to make a special request. We've lived in Alpine for 17 years at 304 Maple Drive. We have a deer problem. We've been unable to grow a garden successfully for the last five years because our house is the deer route out of Silver Leaf subdivision going west toward the open area that runs along Canyon Crest Drive. The deer graze across our garden and eat our fruit trees and grape vines, so we decided that we needed to put up a fence.

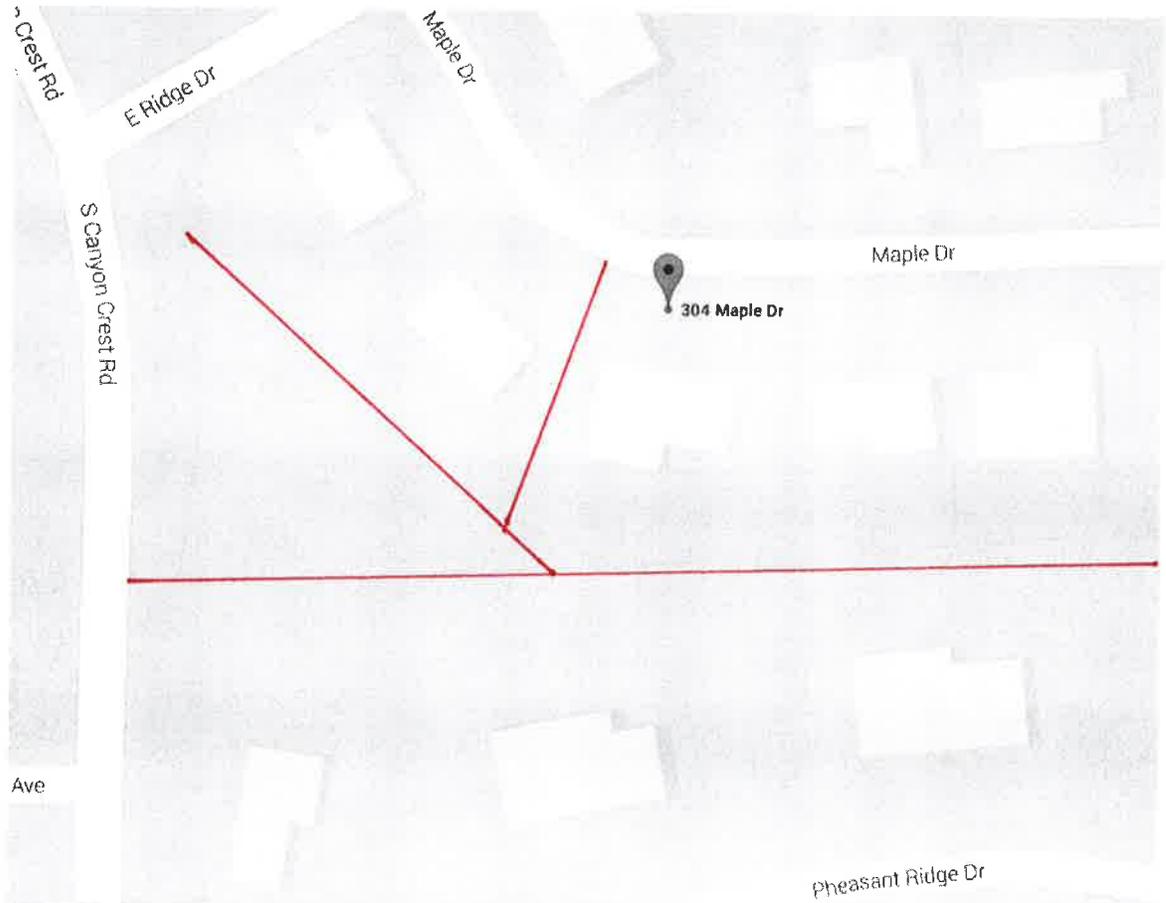
We like the openness of our yard, but as more and more area has been developed around us and more fences have gone up, our deer problem has increased. We need to enclose our yard to try and protect our trees, grape vines, garden, and flowers.

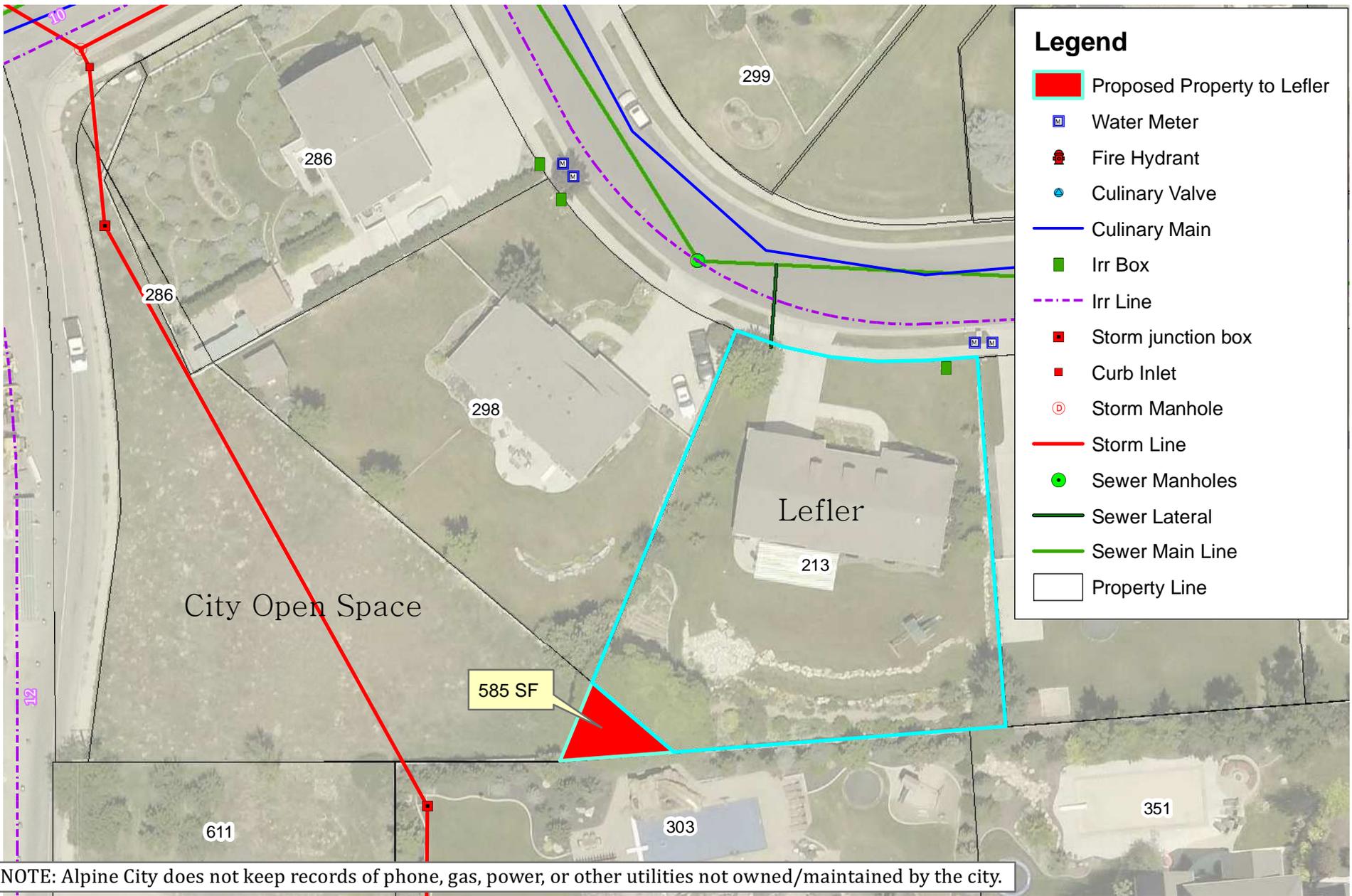
We had a fence company come out to give us a bid last week for a six foot vinyl fence. We can put up fencing on the east and west, towards the front of our property without complications. However, it will be difficult to put up a six foot fence along the property line in the back because of a large globe willow. The fence company suggested that we drop the fence line to four feet by the tree, but the deer will easily jump over it. We would prefer not to cut down the willow tree trunk to allow for a six foot fence. Can we adjust the property line so a six foot fence can clear under the willow tree?

If you look at Google Maps, you can see the open area at the back of our property. At the common area's eastern most end (that follows the back fence line of the Warwick property) it comes to a triangular point. The city has never taken care of that area because it's too difficult for a mower to negotiate the space. They mow up to the point of Warwick's east fence line to the back south side of the Neeleman property. What are the options to resolve our fence line problem? Can we make an adjustment to the property line? We think it would be easier for everyone if the property line ran along the common fence line that separates our property from the Warwick property. We could save the tree and it would follow the mowing line as it is now.

The triangular area measures approximately 29 feet by 40 feet by 39 ½ feet which is 580 triangular square feet.

FYI: My husband has weed eated that area for the last 17 years. He estimates that he's saved the city \$11,900.00 at minimum wage—not considering gas and wear and tear on equipment.





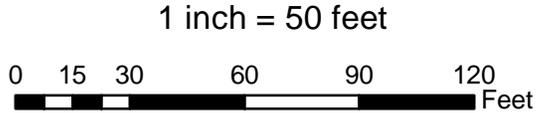
- Legend**
- Proposed Property to Lefler
  - Water Meter
  - Fire Hydrant
  - Culinary Valve
  - Culinary Main
  - Irr Box
  - Irr Line
  - Storm junction box
  - Curb Inlet
  - Storm Manhole
  - Storm Line
  - Sewer Manholes
  - Sewer Lateral
  - Sewer Main Line
  - Property Line

NOTE: Alpine City does not keep records of phone, gas, power, or other utilities not owned/maintained by the city.

Property Boundaries and Utilities are shown for reference only. Though shown generally close, a survey and Blue Stake should be done to locate both accurately.



# Proposed Land Sale



City Property to LEFLER, THOMAS J & LAURA E

Commencing at the east property corner of parcel number 525780029 as recorded and on record at the Utah County Recorder's Office, shown as "CITY PARK" on the "SILVERLEAF SUBDIVISION PLAT A", point also being located North 763.944 feet and East 239.162 feet from the East ¼ corner of Section 25, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence N 49°43'00" W 39.530 feet along said property boundary; thence S 22°14'49" W 31.131 feet to a point on the southerly boundary of said property; thence N 85°33'44" E 42.068 feet along said southerly boundary to the point of beginning.

Area contains 585 square feet

## ALPINE CITY COUNCIL AGENDA

**SUBJECT: Tree Buffer Between the Purple Factory and Residents North of the Factory**

**FOR CONSIDERATION ON: September 27, 2016**

**PETITIONER: Rich Nelson, City Administrator**

**ACTION REQUESTED BY PETITIONER: That the City Council consider funding to plant a tree buffer between the Purple factory and the residents who live north of the Purple factory.**

**INFORMATION: A number of meetings have been held between the residents who live north of the Purple factory and the City regarding their concerns regarding noise and other issues related to the Purple factory. The City has also met with the owner of the Purple factory to discuss these issues. These meetings have all been cordial and problem solving directed.**

**It was proposed by the residents that a tree buffer between their homes and the factory would be very beneficial. It was proposed that the City buy the trees and plant them, that the residents provide the water to keep the tree alive and that Purple allow the trees to be planted on the property line. The residents and Purple are in favor of this arrangement. Shane Sorensen, City Engineer, is determining the cost for the trees.**

***RECOMMENDED ACTION: That the Council decide if they want the City to participate in this proposal as outlined.***

## ALPINE CITY COUNCIL AGENDA

**SUBJECT: Lambert Park - Management of Mountain Bike Teams**

**FOR CONSIDERATION ON: September 27, 2016**

**PETITIONER: Rich Nelson, City Administrator**

**ACTION REQUESTED BY PETITIONER: For Council consideration on how, or if, they want to manage the use of Lambert Park by local mountain bike teams.**

**INFORMATION: At a previous City Council meeting the Lone Peak mountain bike team all showed up to express their opinions on issues regarding Lambert Park. They reported that there are approximately 250 members in the Lone Peak mountain bike team and they regularly train at Lambert Park. They also reported that two other schools' mountain bike teams train at Lambert Park.**

**Alpine City has agreements with football, soccer, baseball and rugby regarding the use of Alpine City fields. The City does not have any agreement with the mountain bike teams regarding usage of Lambert Park.**

***RECOMMENDED ACTION: The City Council will decide what, if any, agreement they want to have with the local school mountain bike teams regarding usage of Lambert Park.***

## ALPINE CITY COUNCIL AGENDA

**SUBJECT: Smooth Canyon Park Signs and Fence**

**FOR CONSIDERATION ON: September 27, 2016**

**PETITIONER: Rich Nelson, City Administrator, and Chief Brian Gwilliam, Lone Peak Police Chief**

**ACTION REQUESTED BY PETITIONER: That the Council consider modifying the parking signs at Smooth Canyon Park and fencing the rest of the park on the east end.**

**INFORMATION: As the Council is aware, there have been parking issues at Smooth Canyon Park. The Council directed staff to put in additional parking signs at the Park. Some residents objected to the signs, saying that they were not enforceable. The signs were forwarded to Chief Gwilliam who made some recommendations for modifying the signs (see attached email and sign pictures). Chief Gwilliam also suggested fencing off the remaining sections of the Park on the east side of the Park.**

***RECOMMENDED ACTION: The Council will decide if they wish to have the signs modified and if they want to fence off the remaining sections of the Park on its east side.***

## Charmayne Warnock

---

**From:** Rich Nelson  
**Sent:** Friday, September 16, 2016 6:19 PM  
**To:** Brian Gwilliam  
**Cc:** Sheldon Wimmer; Shane Sorensen  
**Subject:** Re: No Parking Smooth Canyon  
**Attachments:** Badge-URL.png

Brian,

Great. Can you come to DRC on Monday at 10:30 am to meet with is.

Sent from my iPad

> On Sep 16, 2016, at 1:03 PM, "Brian Gwilliam" <bgwilliam@lonepeakpolice.com> wrote:

>

> Rich,

>

> After looking at the parking situation in smooth canyon as it relates to parking for the soccer participants, as well as other park activities it looks as if we're on the right path. My only suggestion would be to mark the other side of the road (North Side) with the signage that is installed on the South side. In addition I would recommend that the same signage be place along both sides of the each road effected every 20-30 yards, (or every other home). I would also recommend verbiage that reads "Violators may be ticketed or towed at the owners expense".

>

> Attached are some examples of neighborhoods in Highland that have had parking issues in the past but have been cured by proper signage and then enforcement action taken for a few weeks following the installation of the signs.

>

> If you haven't already I would send a letter to the soccer organization whose patrons are the ones parking in the neighborhood. If you think it might be helpful I would be happy to compose or sign a letter on our letterhead letting them know of our intentions to enforce the parking violations once proper signage is in place.

>

> I hope this is helpful. Please call me if you have any questions or if I can be of further help. Once the signage has been installed simply let me know and we'll get to enforcing it.

>

> --

> Best Regards,

> [cid:part1.5DF16F68.961CA0AD@lonepeakpolice.com]

>

> Brian J. Gwilliam

> Chief, Lone Peak Police

> Phone# (801)756-9800

> Email: bgwilliam@lonepeakpolice.com<mailto:bgwilliam@lonepeakpolice.com>

>

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>

> <Badge-URL.png>

> <IMG\_5223.jpg>

**NO PARKING  
FOR THE POINTE**

---

**RESIDENTIAL  
PARKING ONLY**

---

**VIOLATORS WILL BE  
TOWED AT OWNERS  
EXPENSE**



**NO  
SCHOOL  
OR SCHOOL  
EVENT  
PARKING**



## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Beck Pines Final Plats A, B and C**

**FOR CONSIDERATION ON: 27 September 2016**

**PETITIONER: Dana Beck**

**ACTION REQUESTED BY PETITIONER: Approve Final Plats A, B and C**

**APPLICABLE STATUTE OR ORDINANCE: Article 4.6 (Major Subdivision)**

### **BACKGROUND INFORMATION:**

The proposed Beck Pines Subdivision consists of 19 lots ranging in size from 20,000 square feet to 23,933 square feet on a site that is 11.29 acres. The site is located in the CR-20,000 zone.

The preliminary plan was approved by the Planning Commission on September 6, 2016.

### **PLANNING COMMISSION MOTION:**

David Fotheringham moved to recommend approval of the Final Plats A, B, and C of the Beck Pines Subdivision with the following conditions:

1. The Developer deeds to the City all road right-of-way (for the entire development) at the same time the first phase of the development is recorded.
2. The Developer address redlines on the plats.
3. The Developer meet the water policies for each plat prior to recordation.
4. The Developer remove or provide a bond for the removal of two existing buildings prior to recordation of the affected plats.

Judi Pickell seconded the motion. The motion passed but was not unanimous with 4 Ayes and 1 Nay. Jason Thelin, David Fotheringham, Steve Cosper, and Judi Pickell all voted Aye. Bryce Higbee voted Nay.



Date: September 14, 2016

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

Subject: **Beck Pines Subdivision (Plats A thru C) – ENGINEER’S FINAL REVIEW  
19 Lots on 11.29 Acres, CR 20,000 Zone**

### **ENGINEERING REVIEW**

This is the engineering review for the proposed Beck Pines subdivision. The proposed development consists of 19 lots on 11.29 acres. The development is located in the CR 20,000 zone near 621 South Westfield Road, also known as the Beck Properties.

The plan has previously been approved at the Preliminary level and is now coming forward for Final Approval. The development is proposed to be phased in three parts. All three phases are submitted for review.

The remainder of this review goes through the details of the street and utility systems as mentioned at Preliminary.

#### **Street System**

The street system connects Westfield Road to Long Drive with a cul-de-sac extending off the Long Drive segment. The cul-de-sac terminates with a 60-foot radius sized turn-a-round and is less than 450 feet in length, both of which meet code. Street grades and intersection designs are also in compliance with code.

The property fronts Westfield Road and extends Long Drive. Frontage improvements consisting of the standard street width, curb, gutter, and sidewalk are shown through-out on both sides of the streets and along Westfield Road. Sidewalk is shown to extend from the existing sidewalk along Lot 12 northward to the northern property boundary of Lot 13.

A temporary turn-a-round is shown at the end of Long Drive where it stubs into the northern property.

## Utilities

A detailed utility plan has been submitted and reviewed. Each utility will be discussed below:

**Sewer System.** An extension of the Long Drive sewer line was built in anticipation for this development and runs along the easterly boundary through the property. New lines and laterals are shown connecting to this line with minor modifications on the northerly end to keep the sewer in the street. The line is shown as being built to the north boundary for future development. 4-inch sewer laterals would be required for each new lot. There is an existing sewer lateral that was used for a shop located on the proposed Lots 7, 10, and 11. This existing lateral is shown to be re-used for Lot 9.

**Culinary Water System.** The subdivision is well below the 5350 foot elevation, which is the highest elevation the existing water system can serve and still provide a minimum 40 psi required by ordinance. There is currently an 8-inch waterline in Long Drive and a 10-inch in Westfield Road. The plans show connection to both these lines with 8 inch lines throughout the development. The Fire Marshall has approved the location of proposed fire hydrants. 3/4-inch water laterals are shown to be constructed for each lot.

**Pressurized Irrigation System.** Similar to the culinary, there are currently pressurized irrigation lines in both Westfield Road and Long Drive; 12-inch and 8-inch respectively. Connection to both these lines is shown with new 6-inch lines throughout the development. 1-inch laterals are shown to be constructed for each new lot, Lot 5 already has a service installed on Westfield Road, but this is not the standard location for a PI service. It is shown to have a new service installed in the standard location, which is close to the water meter. It is also shown that the developer will remove and cap the existing PI service at the main line in Westfield Road.

**Storm Water Drainage System.** The development shows piping that can handle the 10 year storm and detention ponds that can handle the 50-year event. The design shows that flows above the 50-year event can discharge to Fort Creek. Coordination has taken place between Harvest Meadows concept as proposed to the south, the two developers will work together so Beck Pines can connect to the storm drain system within their development or the Beck Pines development needs to design so they can outfall to Fort Creek without Harvest Meadows. Timing of construction will determine whether or not Beck Pines builds all the way to the existing storm drain system or just to Harvest Meadows storm drain design – either way, whoever installs a storm system first must be able to discharge to Fort Creek.

**Misc. Utilities.** There is a 12-inch high pressure gas line and associated easement running through the property along the boundaries of lots 13-15 and 19. The developer has taken this into consideration and aligned boundaries in such a way as to keep the easement along property boundaries. The plat reflects this easement location as well.

## General Subdivision Remarks

The property is not located within any of the sensitive areas as outlined in the city planning maps. A geotechnical report has been submitted addresses public road, public infrastructure, and residential foundation design. The only minor concern mentioned in the report was the findings of small amounts of collapsible soil. The report suggests a geotechnical engineer be present

during foundation excavation as these soils can be visually identified and remedied at that time.

**There are two existing buildings on lots 7, 10, 11, and 12 that would need removed prior to recordation** or as a condition of recording with a bond provided. The buildings will need to be removed to be compliant with setback requirements of the zone.

Westfield Ditch runs through the property generally along Westfield Road. Per Dev. Code 4.7.19.1 the ditch is required to be piped through the development and the plans do reflect this.

Lot 5 has double frontage. Per Dev. Code 4.7.3.4 double frontage lots are prohibited unless recommended by the Planning Commission and City Council. At Concept it was recommended by the Planning Commission to restrict Westfield Road access for not only Lot 5, but also Lots 12 and 13. The “No Access” labels are clearly shown on the plans to reflect this recommendation.

**It will be required the Developer deed to the City all road right-of-way (for the entire development) at the same time the first phase of development is recorded.**

There are some minor **redline corrections on the Plats that need addressed.**

A bond estimate has been provided for development.

**The water policy will need to be met prior to recordation of any phase.**

#### **ENGINEERING RECOMENDATION**

**We recommend that Final Approval of the proposed development be APPROVED with the following conditions:**

- **The Developer deed to the City all road right-of-way (for the entire development) at the same time the first phase of development is recorded**
- **The Developer address redlines on the plats**
- **The Developer meet the water policies for each plat prior to recordation**
- **The Developer remove or provide a bond for the removal of two existing buildings prior to recordation of the affected plats**

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED NORTH 89°48'18" EAST ALONG SECTION LINE 584.57 FEET AND NORTH 651.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 63°11'36" EAST 133.26 FEET; THENCE NORTH 46°46'58" EAST 110.26 FEET; THENCE NORTH 47°07'06" WEST 129.00 FEET; THENCE NORTH 42°52'41" EAST 100.34 FEET; THENCE SOUTH 44°54'02" EAST 103.91 FEET; THENCE NORTH 19°28'33" EAST 46.45 FEET; THENCE NORTH 48°53'58" EAST 50.15 FEET; THENCE NORTH 24°44'16" EAST 85.59 FEET; THENCE NORTH 47°21'26" WEST 47.89 FEET; THENCE NORTH 55°27'02" WEST 57.23 FEET; THENCE NORTH 42°50'00" EAST 102.55 FEET; THENCE NORTH 56°12'30" EAST 207.99 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT (ENTRY 2842-1999) THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTH 10°12'00" EAST 214.25 FEET, 2) NORTH 88°15'00" EAST 50.00 FEET, AND 4) NORTH 7°03'35" EAST 63.39 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT (ENTRY 1934-2006) THE FOLLOWING THREE COURSES AND DISTANCES: 1) SOUTH 64°48'45" EAST 203.50 FEET, 2) SOUTH 32°30'45" EAST 147.36 FEET, AND 3) SOUTH 3°43'29" WEST 174.57 FEET; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF ALPINE JUNIOR HIGH SUBDIVISION PLAT THE FOLLOWING FIVE COURSES AND DISTANCES: 1) NORTH 86°16'31" WEST 168.29 FEET, 2) NORTH 84°39'14" WEST 133.88 FEET, 3) SOUTH 33°20'00" WEST 358.39 FEET, 4) SOUTH 22°25'00" WEST 83.50 FEET, AND 5) SOUTH 19°22'00" WEST 106.27 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT (ENTRY 2842-1999) THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 78°37'00" WEST 402.24 FEET, AND 2) NORTH 77°55'00" WEST 214.11 FEET TO THE POINT OF BEGINNING.

AREA = 11.29 ACRES

**NOTES**

1. ALL CONSTRUCTION TO CONFORM WITH ALPINE CITY STANDARDS AND SPECIFICATIONS. THIS DEVELOPMENT CONFORMS TO REQUIREMENTS OF CR-40,000 ZONE AND IS A STANDARD SUBDIVISION, NOT A PUD.
2. 1' CONTOURS ARE FROM A SURVEY COMPLETED IN AUG 2016.
3. ALL STREETS AND SEWER LINES TO HAVE MINIMUM SLOPES OF 0.5%.
4. SOIL TYPES ON PROPERTY: TmC = Tmp LOAM AND WcC = WELBY SILTY LOAM MODERATELY PERMEABLE, WELL-DRAINED, SLIGHT EROSION HAZARD.
5. WATER, SEWER, PRESSURE IRRIGATION, FIRE PROTECTION, AND SOLID WASTE SERVICE TO BE PROVIDED BY ALPINE CITY.
6. ALL CATCH BASINS TO BE STANDARD PRE-TREATMENT TYPE WITH OIL/WATER SEPARATOR.
7. NONE OF THIS SITE IS IN ZONE A 100-YEAR FLOOD PLAIN BOUNDARY.

**TABULATIONS**

TOTAL ACREAGE	11.29 AC
OPEN SPACES	0.00 AC
DENSITY CALCULATION	0% - 9% SLOPE 1.29 AC / 0.58 DU/AC = 19.47 LOTS
TOTAL # LOTS	19 LOTS

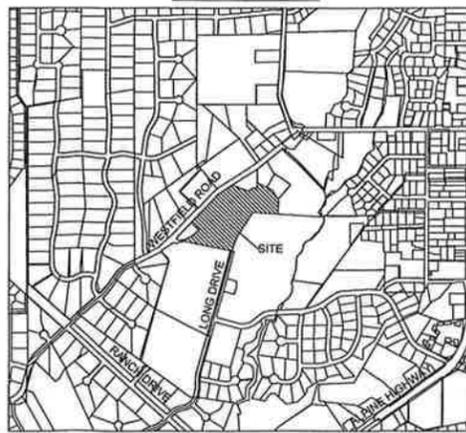


**PHASING PLAN**

- PHASE 1 - LOT 1 TO LOT 8
- PHASE 2 - LOT 9 TO LOT 15
- PHASE 3 - LOT 16 TO LOT 19

RECEIVED SEP 12 2016

**VICINITY MAP**



**CURVE TABLE**

Curve	Length	PC	PT	PI	Chord	Bearing
C1	150.00	65.48	25°00'48"	84.98	N74°37'14"W	
C2	150.00	20.88	07°58'34"	20.88	N80°39'18"W	
C3	150.00	69.17	26°28'13"	68.58	N51°25'58"W	
C4	225.00	235.21	59°53'44"	224.64	N63°16'51"E	
C5	779.00	148.13	10°44'53"	145.92	N19°28'48"E	
C6	15.00	22.77	86°58'04"	20.64	N18°37'49"W	
C7	123.00	43.08	30°03'27"	42.84	N72°08'34"W	
C8	123.00	19.64	04°57'18"	10.63	N84°38'57"W	
C9	15.00	14.65	55°46'39"	14.07	S84°54'04"W	
C10	60.00	81.30	77°28'24"	75.22	S73°44'56"W	
C11	60.00	71.13	69°50'00"	69.66	N30°30'52"W	
C12	60.00	78.50	74°57'37"	73.03	N41°52'36"E	
C13	60.00	72.73	69°27'18"	68.36	S85°54'36"E	
C14	15.00	14.65	55°46'39"	14.07	S59°09'19"E	
C15	177.00	31.63	10°14'50"	31.59	S89°02'27"E	
C16	177.00	45.64	14°46'25"	45.61	S89°20'04"E	
C17	15.00	22.77	86°58'04"	20.64	N84°24'07"E	
C18	779.00	32.84	26°24'58"	32.84	N30°07'39"E	
C19	15.00	33.56	30°00'00"	21.21	N11°40'01"W	
C20	123.00	14.59	06°47'49"	14.58	N60°03'17"W	
C21	123.00	2.54	01°10'52"	2.54	N84°03'08"W	
C22	177.00	81.62	26°28'13"	80.90	N51°25'58"W	
C23	15.00	25.81	59°48'38"	22.81	N67°24'57"W	
C24	15.00	24.72	84°25'52"	22.02	S86°58'24"W	
C25	123.00	56.72	26°28'13"	56.22	S51°25'58"E	
C26	177.00	24.64	07°58'34"	24.62	S80°39'18"E	
C27	15.00	23.98	30°00'00"	21.21	N78°19'59"E	
C28	267.00	73.33	16°40'22"	73.07	N41°40'10"E	
C29	267.00	171.17	84°57'19"	212.64	N69°27'52"E	
C30	198.00	224.47	84°57'19"	212.64	S86°35'54"W	
C31	198.00	2.72	00°47'08"	2.72	S33°43'37"W	

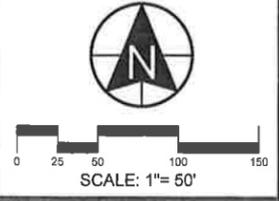
DEVELOPMENT

# BECK PINES

SUBDIVISION

DEVELOPER

DANA BECK  
621 WESTFIELD ROAD  
ALPINE, UT 84004  
(801) 372-9700



**BERG**  
CIVIL ENGINEERING  
11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

PROJECT STATUS	SEAL
NO	
1	
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7	

ACTION	DATE
FINAL	9/9/2016

PROJECT

# BECK PINES

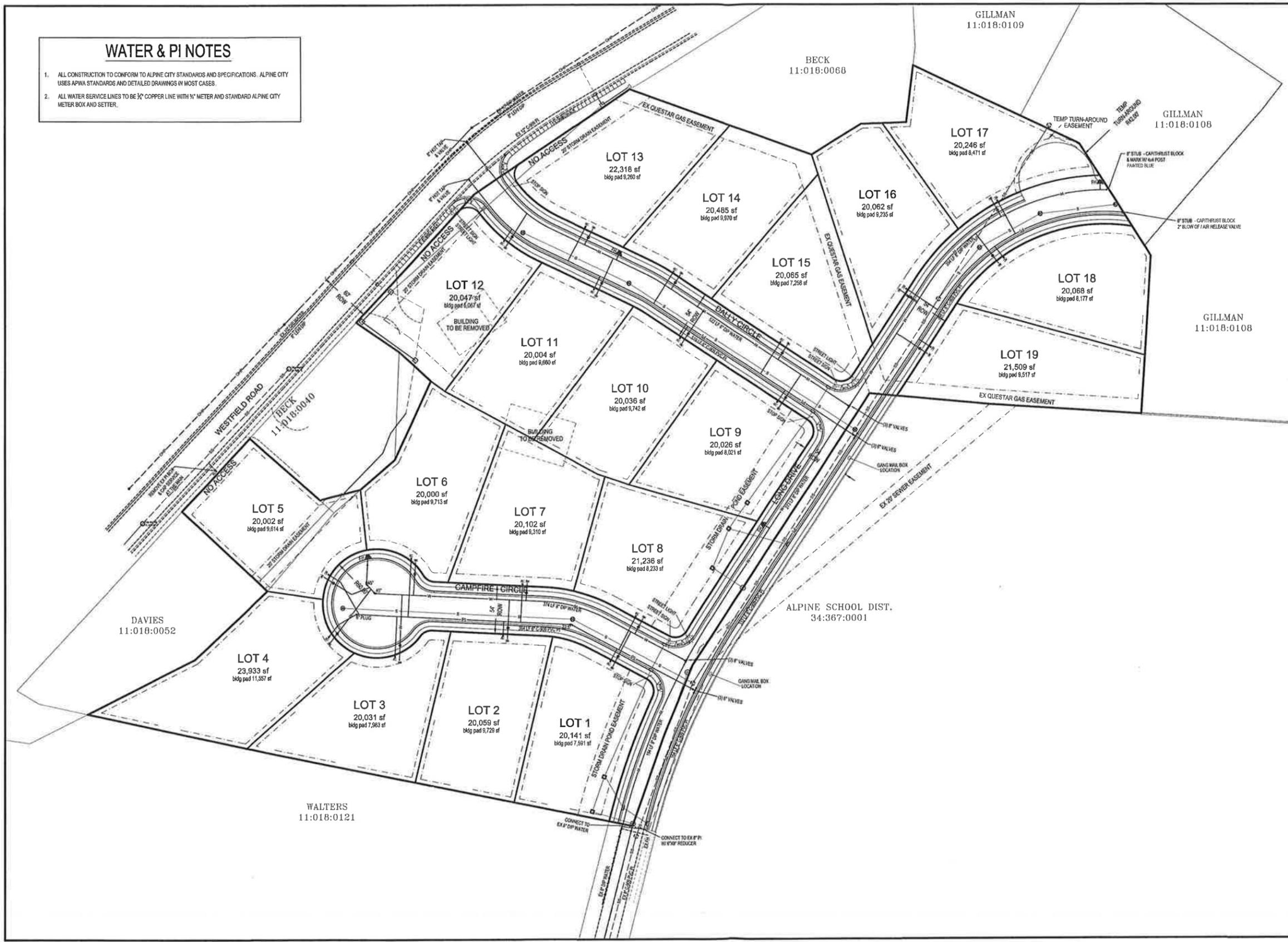
DESCRIPTION

**FINAL CONSTRUCTION DRAWINGS**

SHEET NAME	SHEET NUMBER
COVER	C1

**WATER & PI NOTES**

1. ALL CONSTRUCTION TO CONFORM TO ALPINE CITY STANDARDS AND SPECIFICATIONS. ALPINE CITY USES APWA STANDARDS AND DETAILED DRAWINGS IN MOST CASES.
2. ALL WATER SERVICE LINES TO BE 3/4" COPPER LINE WITH 3/4" METER AND STANDARD ALPINE CITY METER BOX AND SETTER.



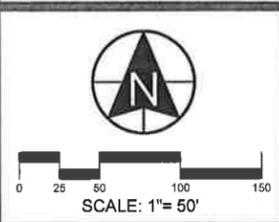
DEVELOPMENT

# BECK PINES

SUBDIVISION

DEVELOPER

DANA BECK  
621 WESTFIELD ROAD  
ALPINE, UT 84004  
(801) 372-9700



**Berg**  
CIVIL ENGINEERING  
11038 N Highland Blvd Suite 400  
Highland UT, 84003  
office (801) 492-1277  
cell (801) 616-1677

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
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7		

ACTION	DATE
FINAL	9/9/2016

PROJECT

# BECK PINES

DESCRIPTION

**FINAL CONSTRUCTION DRAWINGS**

SHEET NAME	SHEET NUMBER
UTILITY	C2



**GRADING NOTES**

1. ALL CONSTRUCTION TO CONFORM TO ALPINE CITY STANDARDS AND SPECIFICATIONS. ALPINE CITY USES APWA STANDARDS AND DETAILED DRAWINGS IN MOST CASES.



**ADA RAMP DESIGN TABLE**

TBC ELEV
① 23.73
② 23.59
③ 23.46
④ 23.32
⑤ 23.18

TBC ELEV
① 23.73
② 23.76
③ 23.86
④ 23.92
⑤ 23.98

TBC ELEV
① 27.72
② 27.97
③ 28.15
④ 28.32
⑤ 28.57

TBC ELEV
① 28.57
② 28.84
③ 29.03
④ 29.22
⑤ 28.48

TBC ELEV
① 44.42
② 44.29
③ 44.17
④ 44.04
⑤ 43.92

TBC ELEV
① 44.10
② 44.56
③ 44.75
④ 44.85
⑤ 45.40

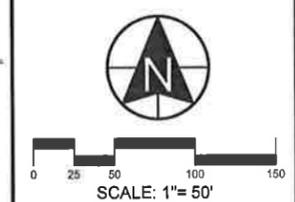
DEVELOPMENT

# BECK PINES

SUBDIVISION

DEVELOPER

DANA BECK  
621 WESTFIELD ROAD  
ALPINE, UT 84004  
(801) 372-9700



**Berg**  
CIVIL ENGINEERING  
11038 N Highland Blvd Suite 400  
Highland, UT, 84003  
office (801) 492-1277  
cell (801) 616-1677

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
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ACTION: FINAL      DATE: 9/9/2016

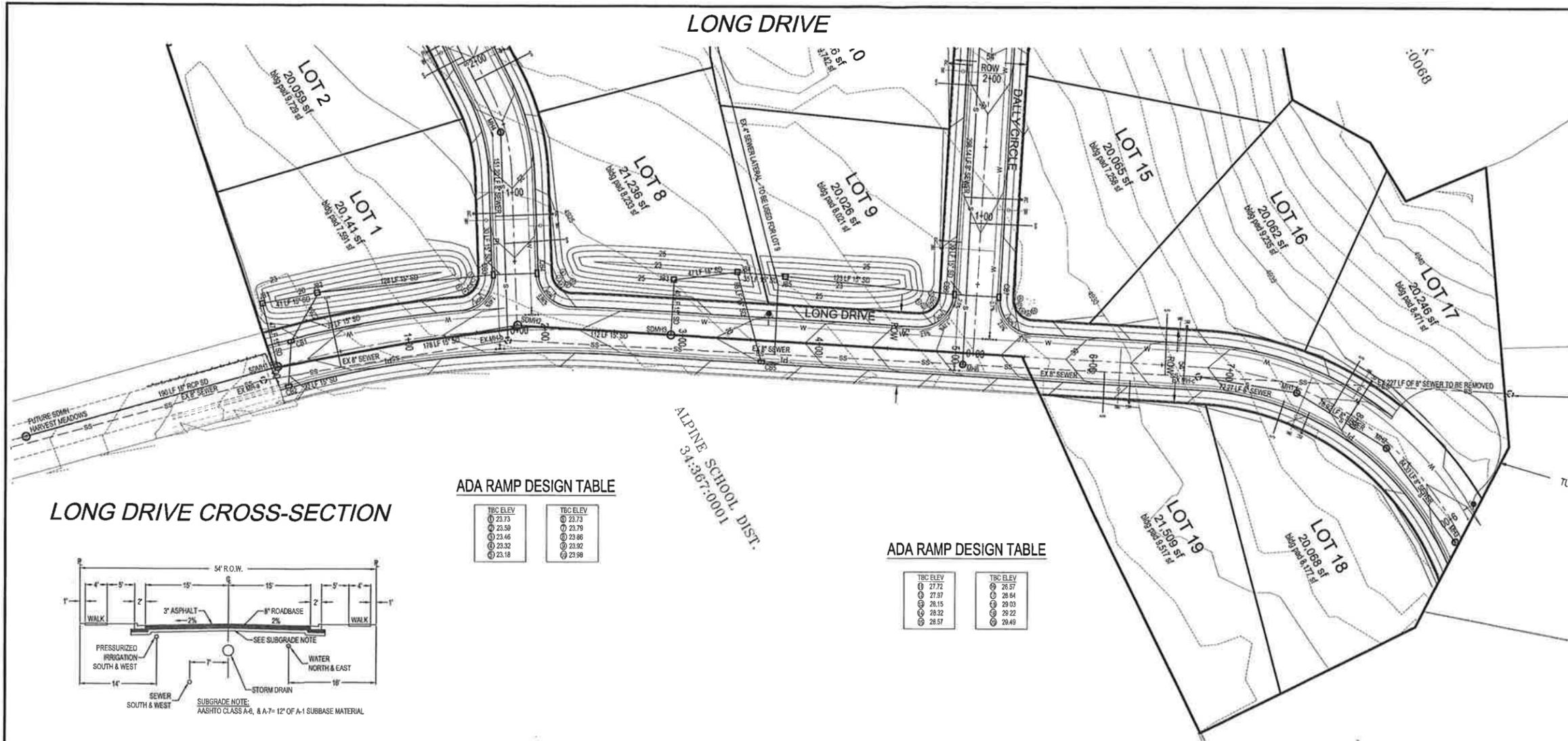
PROJECT: BECK PINES

Professional Engineer Seal for Kenneth Ray Berg, No. 143492, State of Utah. The seal is circular with the text 'PROFESSIONAL ENGINEER', 'Kenneth Ray Berg', '9-9-16', and 'STATE OF UTAH'.

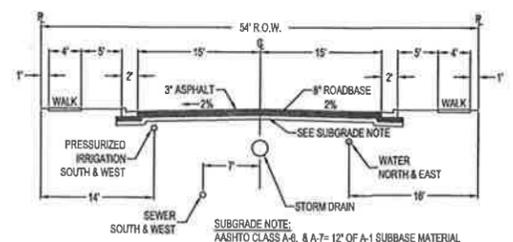
DESCRIPTION

**FINAL CONSTRUCTION DRAWINGS**

SHEET NAME	SHEET NUMBER
GRADING & DRAINAGE	C4



LONG DRIVE CROSS-SECTION



ADA RAMP DESIGN TABLE

TBC ELEV	TBC ELEV
23.13	23.73
23.59	23.79
23.46	23.86
23.32	23.92
23.18	23.98

ADA RAMP DESIGN TABLE

TBC ELEV	TBC ELEV
27.72	28.57
27.37	28.44
26.15	28.03
28.32	28.22
28.57	28.49

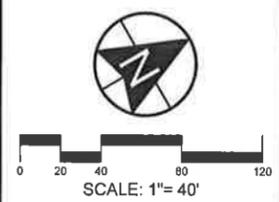
DEVELOPMENT

# BECK PINES

SUBDIVISION

DEVELOPER

DANA BECK  
621 WESTFIELD ROAD  
ALPINE, UT 84004  
(801) 372-9700



**BERG**  
CIVIL ENGINEERING  
11038 N Highland Blvd Suite 400  
Highland UT, 84003  
office (801) 492-1277  
cell (801) 616-1677

PROJECT STATUS		SEAL
NO.	DATE	
1		
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ACTION	DATE
FINAL	9/9/2016

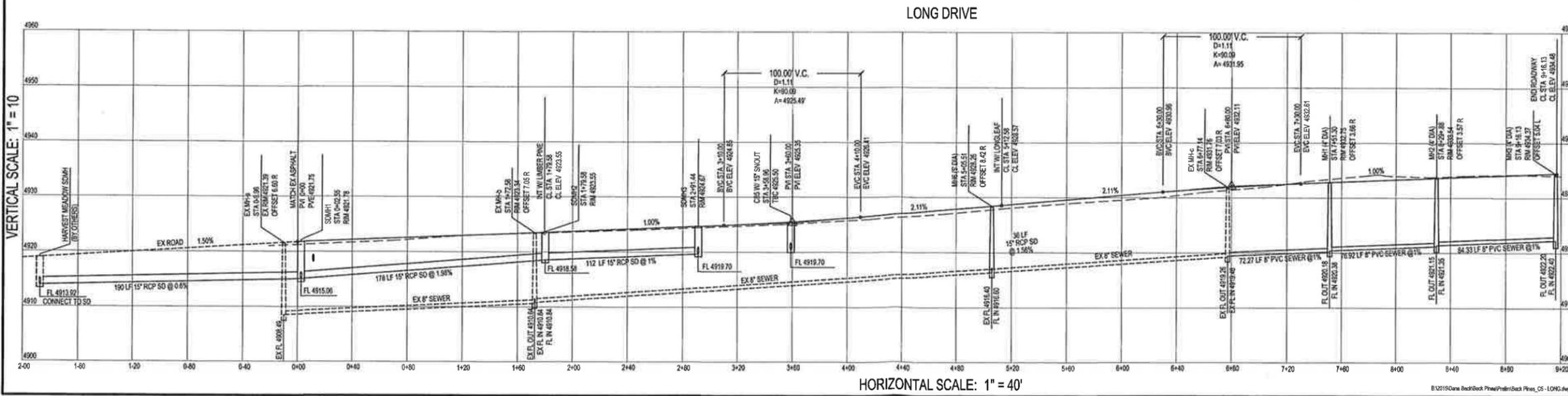
PROJECT

# BECK PINES

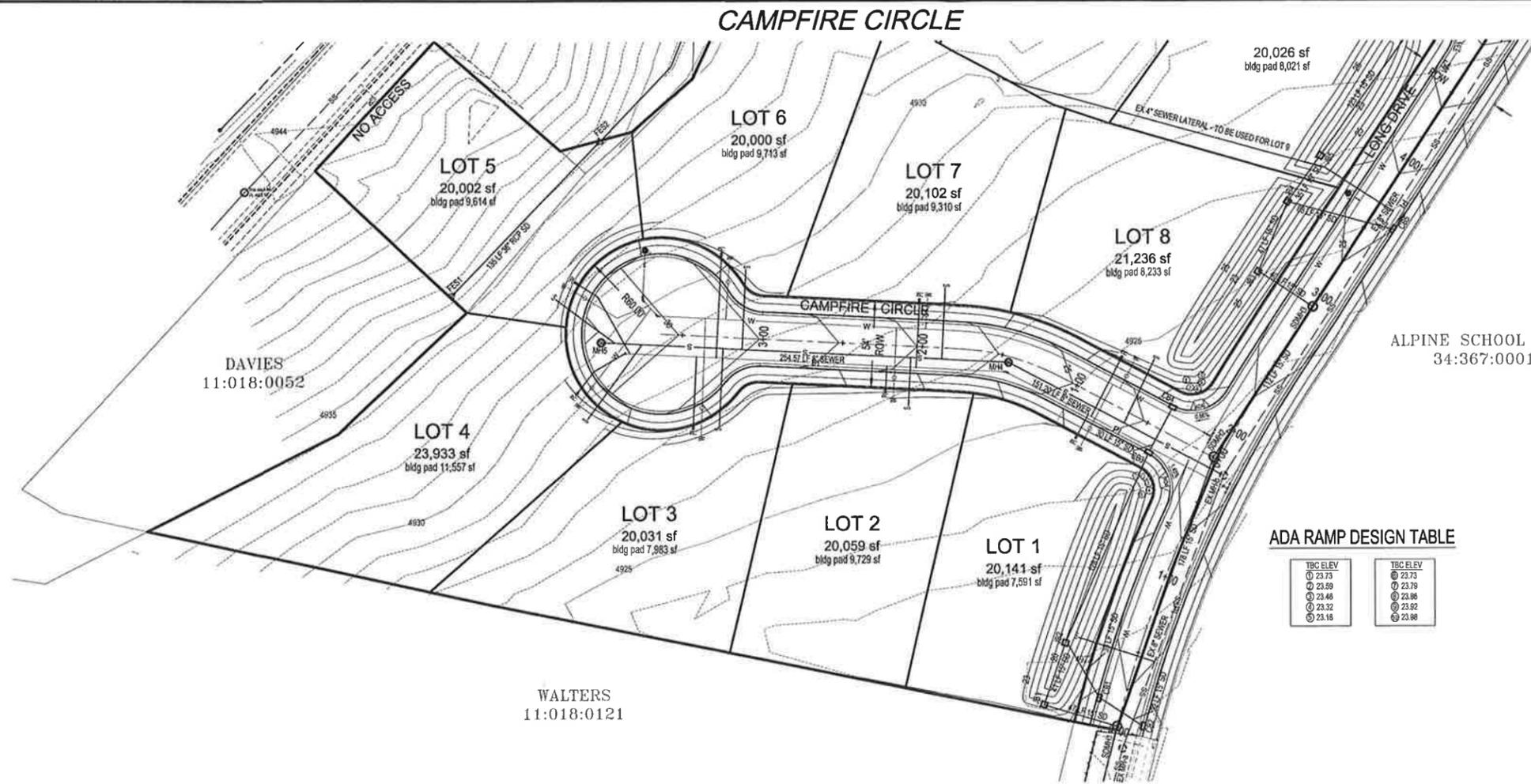
DESCRIPTION

**FINAL CONSTRUCTION DRAWINGS**

SHEET NAME	SHEET NUMBER
LONG DRIVE PROFILE	<b>C5</b>



B:\2015\05\Beck\Beck Pines\Plan\Beck Pines\_CS\_1010.dwg



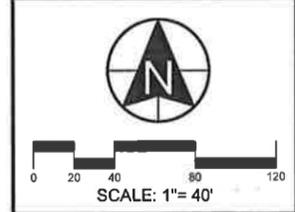
DEVELOPMENT

# BECK PINES

SUBDIVISION

DEVELOPER

DANA BECK  
621 WESTFIELD ROAD  
ALPINE, UT 84004  
(801) 372-9700



**Berg**

CIVIL ENGINEERING  
11038 N Highland Blvd, Suite 400  
Highland, UT, 84003  
office (801) 492-1277  
cell (801) 616-1677

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
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ACTION DATE  
FINAL 9/9/2016

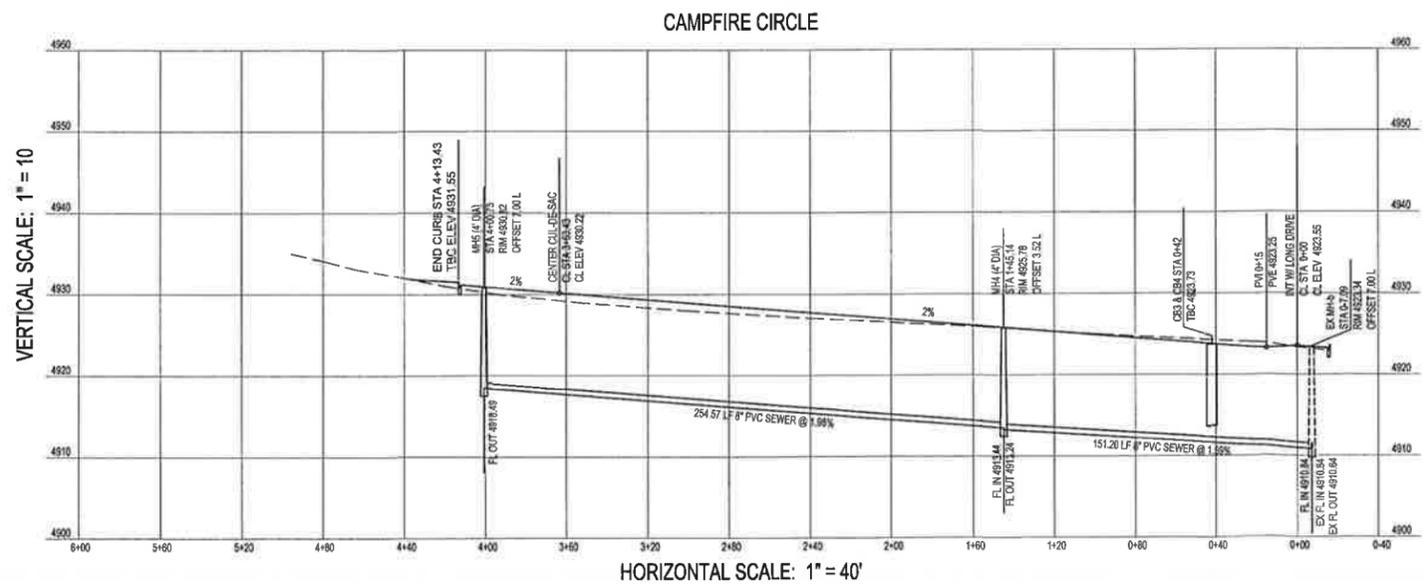
PROJECT

# BECK PINES

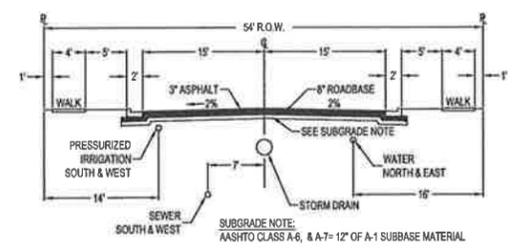
DESCRIPTION

**FINAL CONSTRUCTION DRAWINGS**

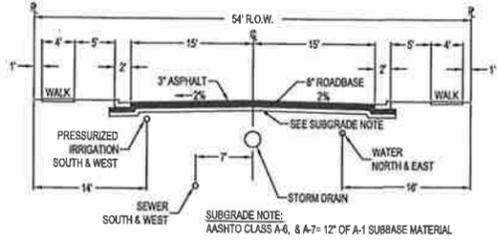
SHEET NAME SHEET NUMBER  
CAMPFIRE CIRCLE PROFILE **C6**



**CAMPFIRE CIRCLE CROSS-SECTION**

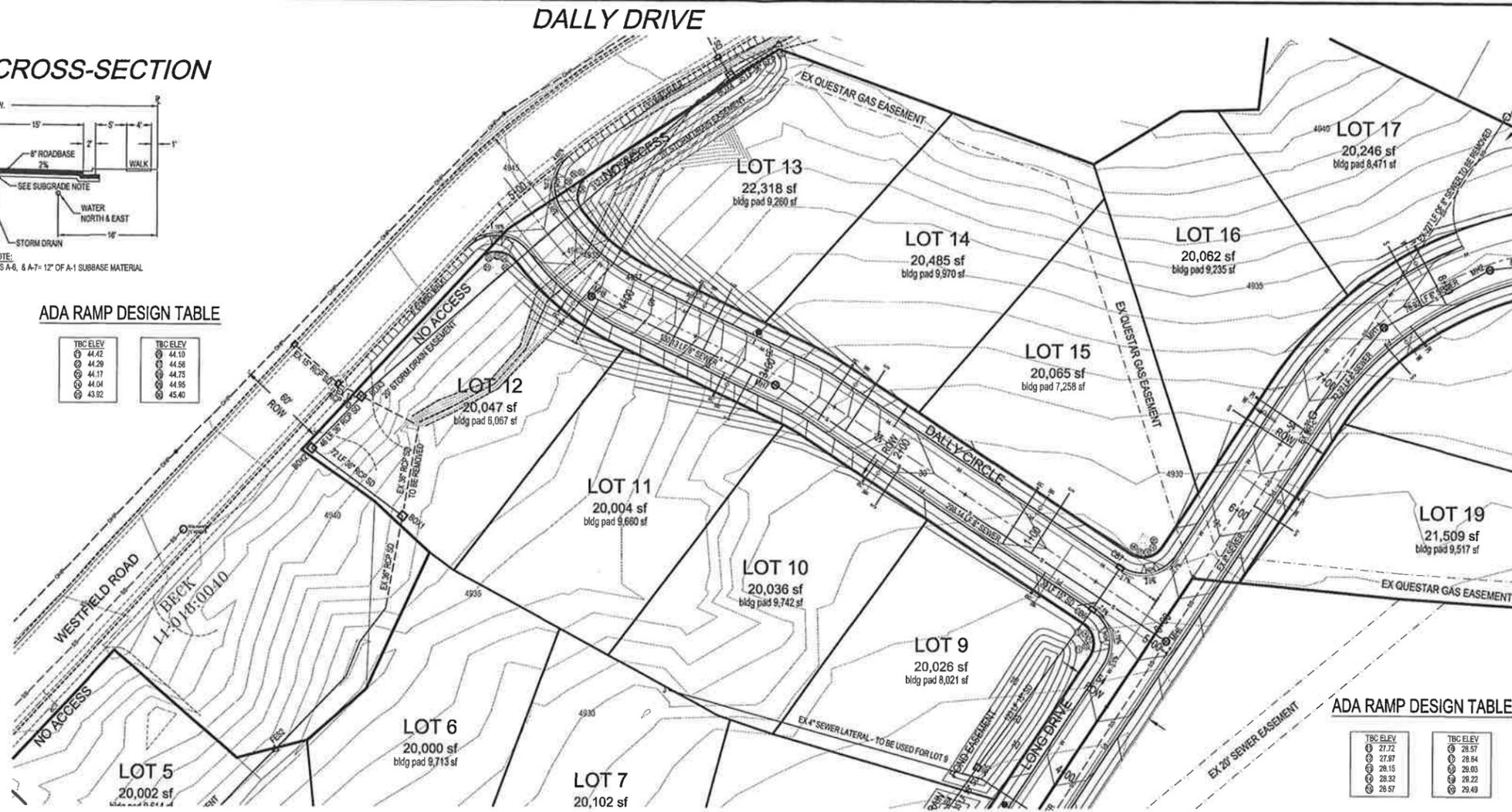


**DALLY DRIVE CROSS-SECTION**



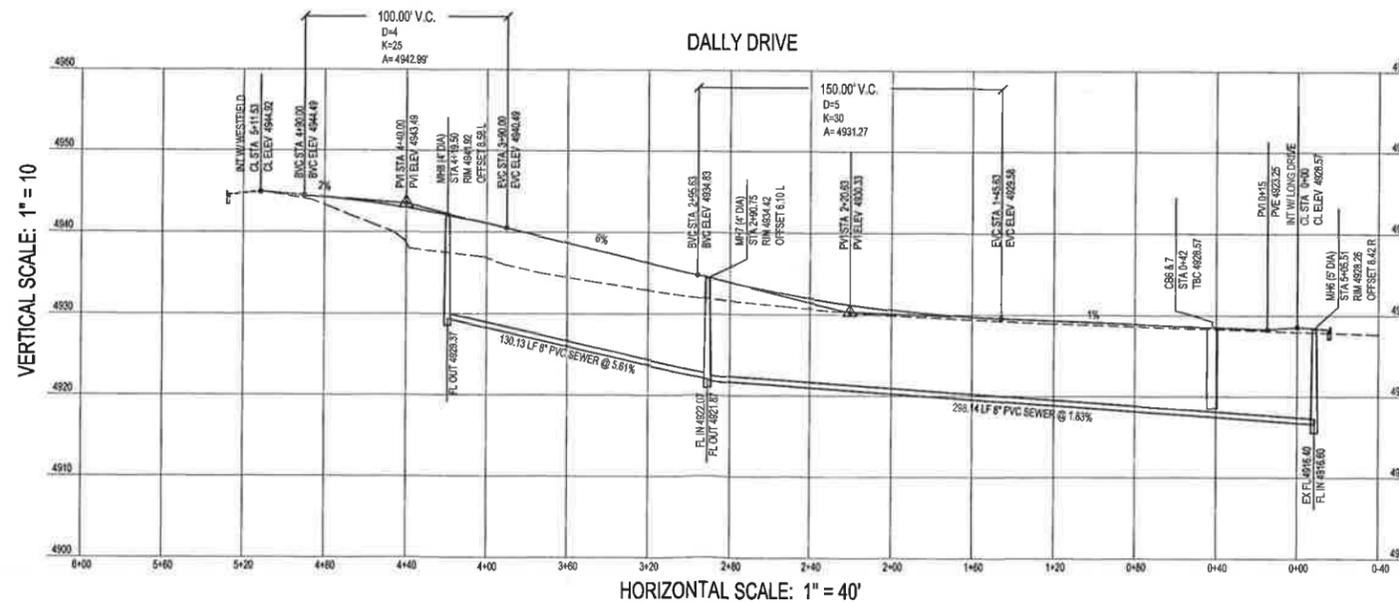
**ADA RAMP DESIGN TABLE**

TBC ELEV	TBC ELEV
① 44.42	① 44.10
② 44.29	② 44.58
③ 44.17	③ 44.75
④ 44.04	④ 44.86
⑤ 43.92	⑤ 45.40



**ADA RAMP DESIGN TABLE**

TBC ELEV	TBC ELEV
① 27.72	① 28.57
② 27.97	② 28.84
③ 28.15	③ 28.83
④ 28.32	④ 28.72
⑤ 28.57	⑤ 29.49



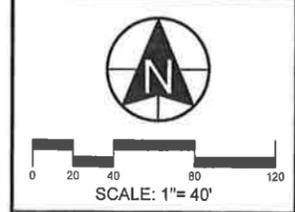
DEVELOPMENT

# BECK PINES

SUBDIVISION

DEVELOPER

DANA BECK  
 621 WESTFIELD ROAD  
 ALPINE, UT 84004  
 (801) 372-9700



**Berg**  
 CIVIL ENGINEERING  
 11038 N Highland Blvd Suite 400  
 Highland UT, 84003  
 office (801) 492-1277  
 cell (801) 616-1877

PROJECT STATUS		SEAL
NO.	DATE	
1		
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ACTION		DATE
FINAL		9/9/2016

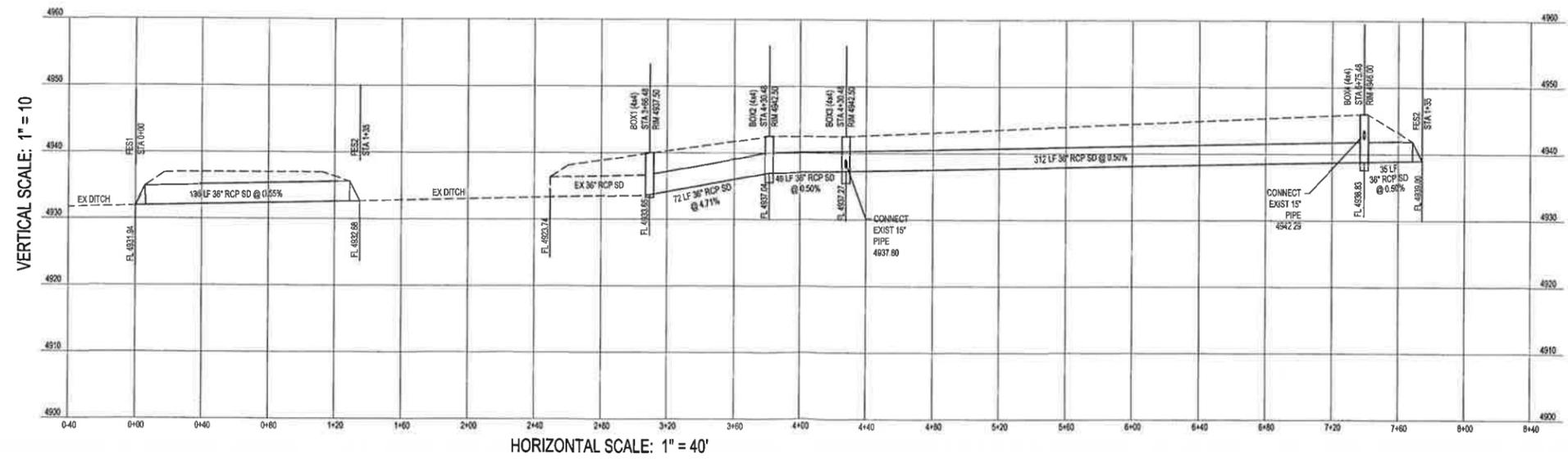
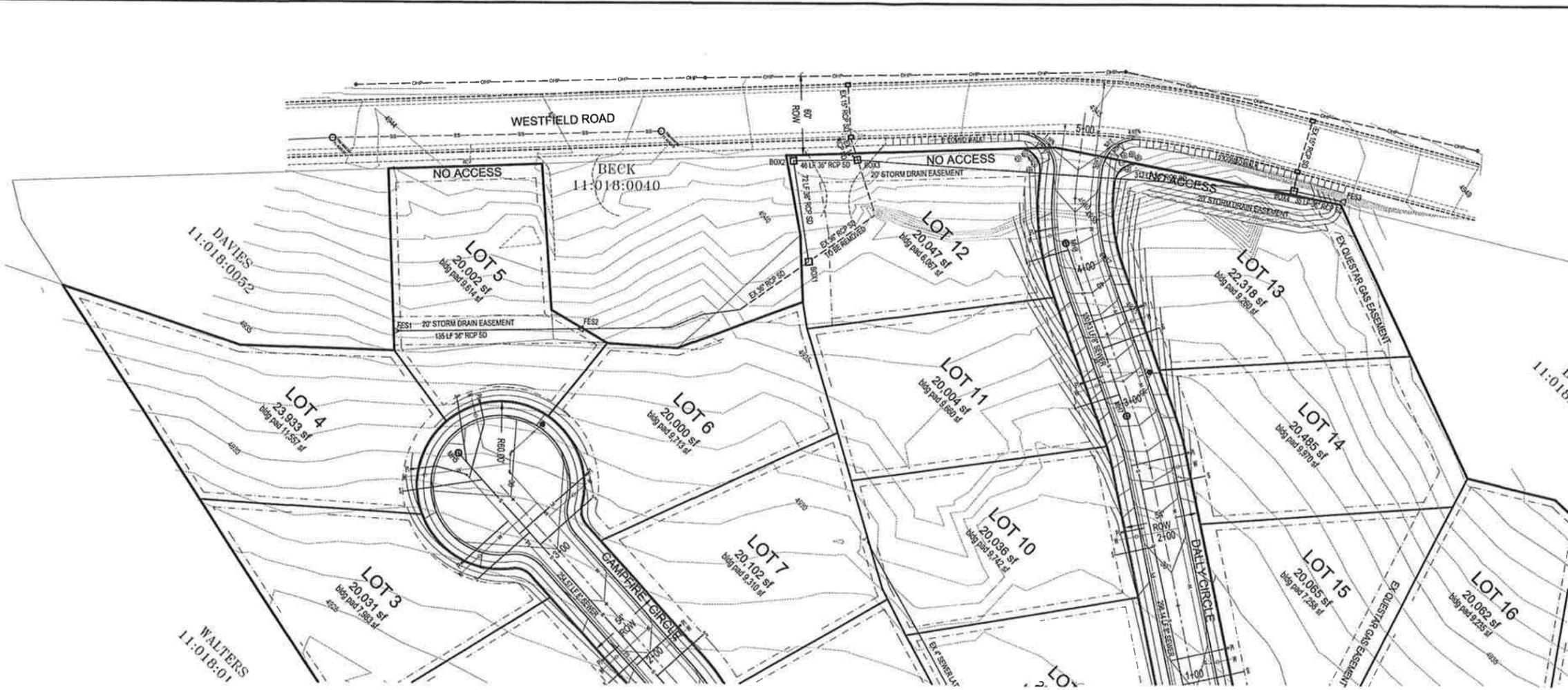
PROJECT

# BECK PINES

DESCRIPTION

**FINAL CONSTRUCTION DRAWINGS**

SHEET NAME	SHEET NUMBER
LONGLEAF DRIVE PROFILE	<b>C7</b>



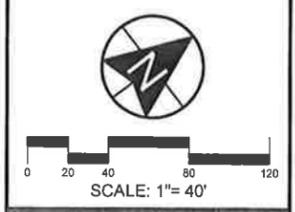
DEVELOPMENT

# BECK PINES

SUBDIVISION

DEVELOPER

DANA BECK  
621 WESTFIELD ROAD  
ALPINE, UT 84004  
(801) 372-9700



**Berg**  
CIVIL ENGINEERING  
11038 N Highland Blvd Suite 400  
Highland UT, 84003  
office (801) 492-1277  
cell (801) 616-1677

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
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PROFESSIONAL ENGINEER  
543002  
Kenneth Ray  
Berg  
9-9-16  
STATE OF UTAH

ACTION	DATE
FINAL	9/9/2016

PROJECT

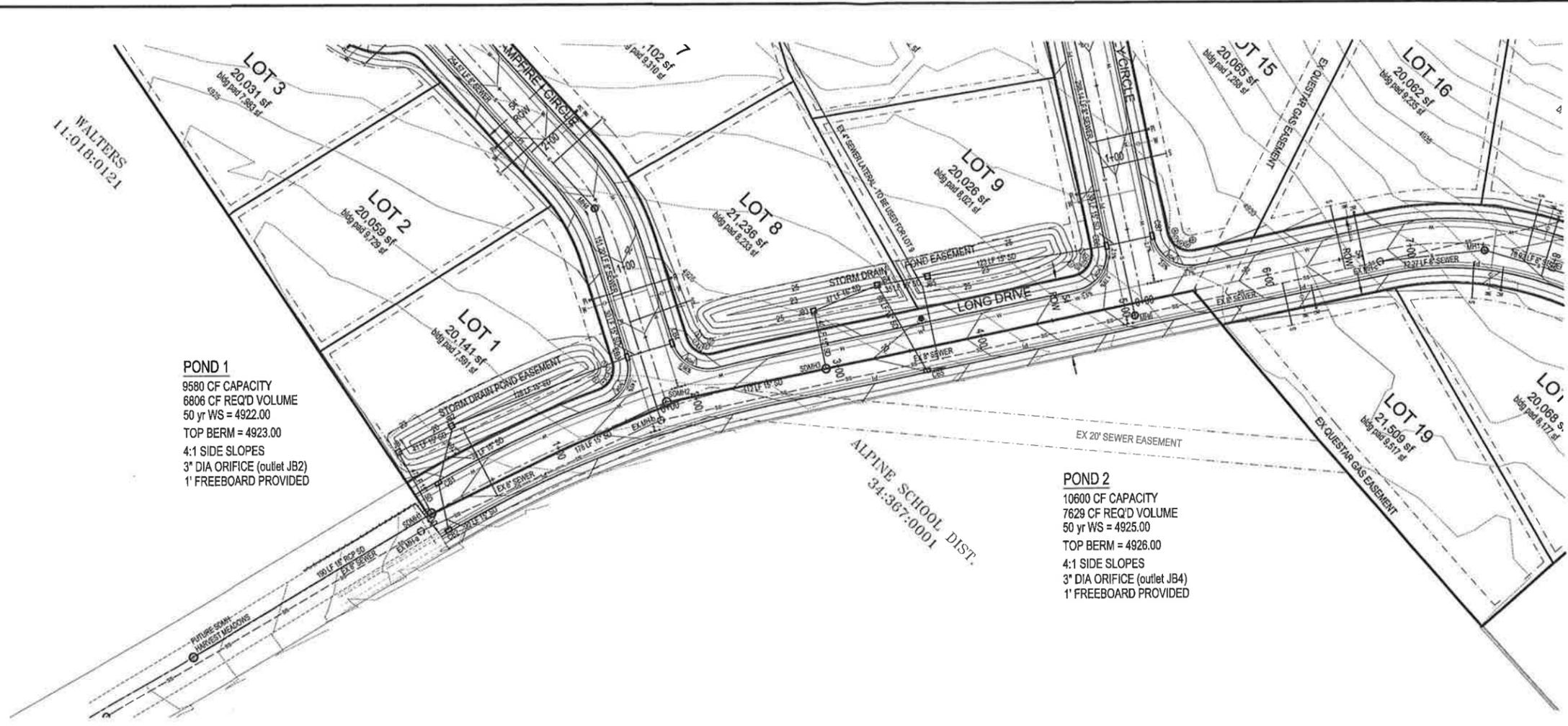
# BECK PINES

DESCRIPTION

**FINAL CONSTRUCTION DRAWINGS**

SHEET NAME	SHEET NUMBER
DITCH PROFILE	<b>C8</b>

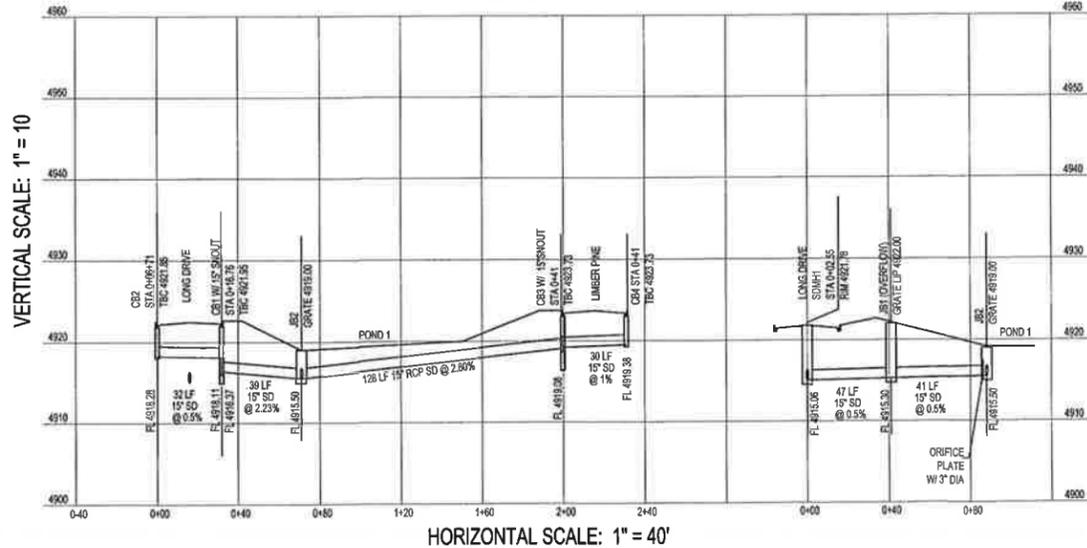
© 2016 Dana Beck, P.E. All Rights Reserved. Project No. 131701.Dwg



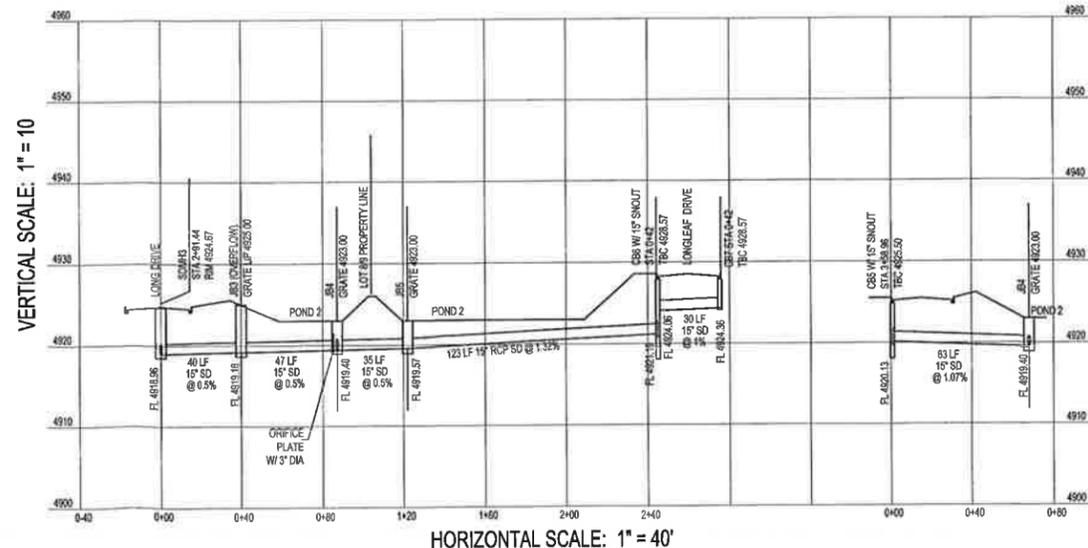
**POND 1**  
 9580 CF CAPACITY  
 6806 CF REQ'D VOLUME  
 50 yr WS = 4922.00  
 TOP BERM = 4923.00  
 4:1 SIDE SLOPES  
 3" DIA ORIFICE (outlet JB2)  
 1' FREEBOARD PROVIDED

**POND 2**  
 10600 CF CAPACITY  
 7629 CF REQ'D VOLUME  
 50 yr WS = 4925.00  
 TOP BERM = 4926.00  
 4:1 SIDE SLOPES  
 3" DIA ORIFICE (outlet JB4)  
 1' FREEBOARD PROVIDED

POND 1



POND 2



DEVELOPMENT

# BECK PINES

SUBDIVISION

DEVELOPER

DANA BECK  
 621 WESTFIELD ROAD  
 ALPINE, UT 84004  
 (801) 372-9700

SCALE: 1" = 40'

**Berg**  
 CIVIL ENGINEERING  
 11038 N Highland Blvd Suite 400  
 Highland UT, 84003  
 office (801) 492-1277  
 cell (801) 616-1677

PROJECT STATUS		SEAL
NO.	DATE DESCRIPTION	
1		
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ACTION	DATE
FINAL	9/9/2016

PROJECT

# BECK PINES

DESCRIPTION

**FINAL CONSTRUCTION DRAWINGS**

SHEET NAME	SHEET NUMBER
POND PROFILES	<b>C9</b>



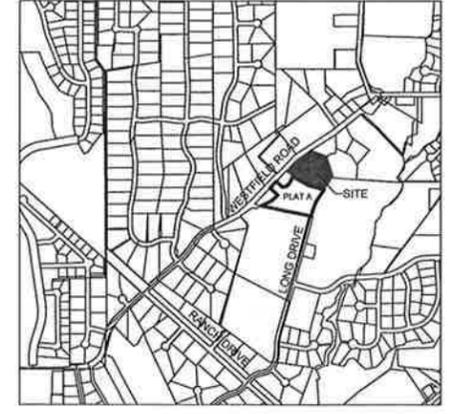
# BECK PINES PLAT "B"

LOCATED IN THE SW 1/4 OF SECTION 24, T4S, R1E, S.L.B.&M  
ALPINE CITY, UTAH COUNTY, STATE OF UTAH

BECK  
11:018:0068



VICINITY MAP



CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C2	150.00	20.88	07°58'34"	20.86	N60°30'18"W
C3	150.00	69.17	26°28'32"	68.56	N52°25'58"W
C19	15.00	23.56	92°00'00"	21.21	N10°10'00"W
C20	123.00	14.59	06°42'40"	14.58	N89°53'50"W
C21	123.00	2.56	01°12'52"	2.54	N88°43'08"W
C22	177.00	81.62	26°28'31"	80.90	N51°25'58"W
C23	15.00	25.87	58°48'48"	22.77	N82°37'47"W
C24	15.00	24.72	91°25'52"	22.92	S88°50'34"W
C25	123.00	56.72	26°28'31"	56.72	S51°25'58"E
C26	177.00	76.64	07°58'34"	76.62	S60°39'18"E
C27	15.00	23.56	90°00'00"	21.21	N88°10'50"E

**PLAT NOTES**

- DESIGN CRITERIA FOR ELEVATION OF 5,000 FEET
- DESIGN CRITERIA FOR SNOW LOAD OF 45 LB/SF
- THE INTERNATIONAL FIRE CODE MAY REQUIRE FIRE SPRINKLERS BASED UPON THE SIZE OF HOME AND FIRE FLOW CAPACITY. A FIRE FLOW TEST MAY BE REQUIRED AT THE TIME OF BUILDING PERMIT.
- IF FIRE SPRINKLERS ARE PROPOSED THE FIRE FLOW REQUIREMENT IS REDUCED BY 50%.

LOT #	ADDRESS
9	LONG DRIVE OR DALLY DRIVE
10	DALLY DRIVE
11	DALLY DRIVE
12	DALLY DRIVE
13	DALLY DRIVE
14	DALLY DRIVE
15	DALLY DRIVE

**TABULATIONS**

ZONING CR-20,000  
TOTAL AREA 3.99 AC  
# OF LOTS 7

APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_  
CITY ATTORNEY

**SURVEYOR'S CERTIFICATE**

I, \_\_\_\_\_ DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, OPEN SPACES, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE \_\_\_\_\_ SURVEYOR (SEE SEAL BELOW)

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED NORTH 89°48'18" EAST ALONG SECTION LINE 882.95 FEET AND NORTH 1081.85 FEET FROM THE SOUTH-WEST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;  
THENCE NORTH 42°58'00" EAST 192.55 FEET; THENCE NORTH 56°12'30" EAST 207.99 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT (ENTRY 28422:1999) THE FOLLOWING COURSE AND DISTANCE: 1) SOUTH 70°12'00" EAST 214.25 FEET; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF ALPINE JUNIOR HIGH SUBDIVISION PLAT THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 84°39'14" WEST 21.81 FEET, 2) SOUTH 33°20'00" WEST 178.20 FEET; THENCE NORTH 74°00'58" WEST 176.34 FEET; THENCE NORTH 71°26'29" WEST 36.92 FEET; THENCE NORTH 61°30'30" WEST 192.47 FEET; THENCE NORTH 54°08'55" WEST 19.13 FEET; THENCE NORTH 47°21'28" WEST 47.69 FEET; THENCE NORTH 55°27'02" WEST 57.23 FEET TO THE POINT OF BEGINNING.  
AREA = 3.99 ACRES

**OWNER'S DEDICATION**

KNOWN ALL MEN BY THESE PRESENTS THAT WE, ALL THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, OPEN SPACE, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.  
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF UTAH  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.  
MY COMMISSION EXPIRES \_\_\_\_\_  
NOTARY PUBLIC

**ACCEPTANCE BY LEGISLATIVE BODY**

THE CITY COUNCIL OF ALPINE CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, OPEN SPACES, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
APPROVED \_\_\_\_\_ CITY ENGINEER (SEE SEAL BELOW) ATTEST \_\_\_\_\_ CLERK - RECORDER (SEE SEAL BELOW)

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE ALPINE CITY PLANNING COMMISSION.  
DIRECTOR - SECRETARY \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_

**BECK PINES PLAT "B"**

LOCATED IN THE SW 1/4 OF SECTION 24, T4S, R1E, S.L.B.&M  
ALPINE CITY, UTAH COUNTY, STATE OF UTAH  
SCALE: 1"=40' FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK - RECORDER SEAL

# BECK PINES PLAT "C"

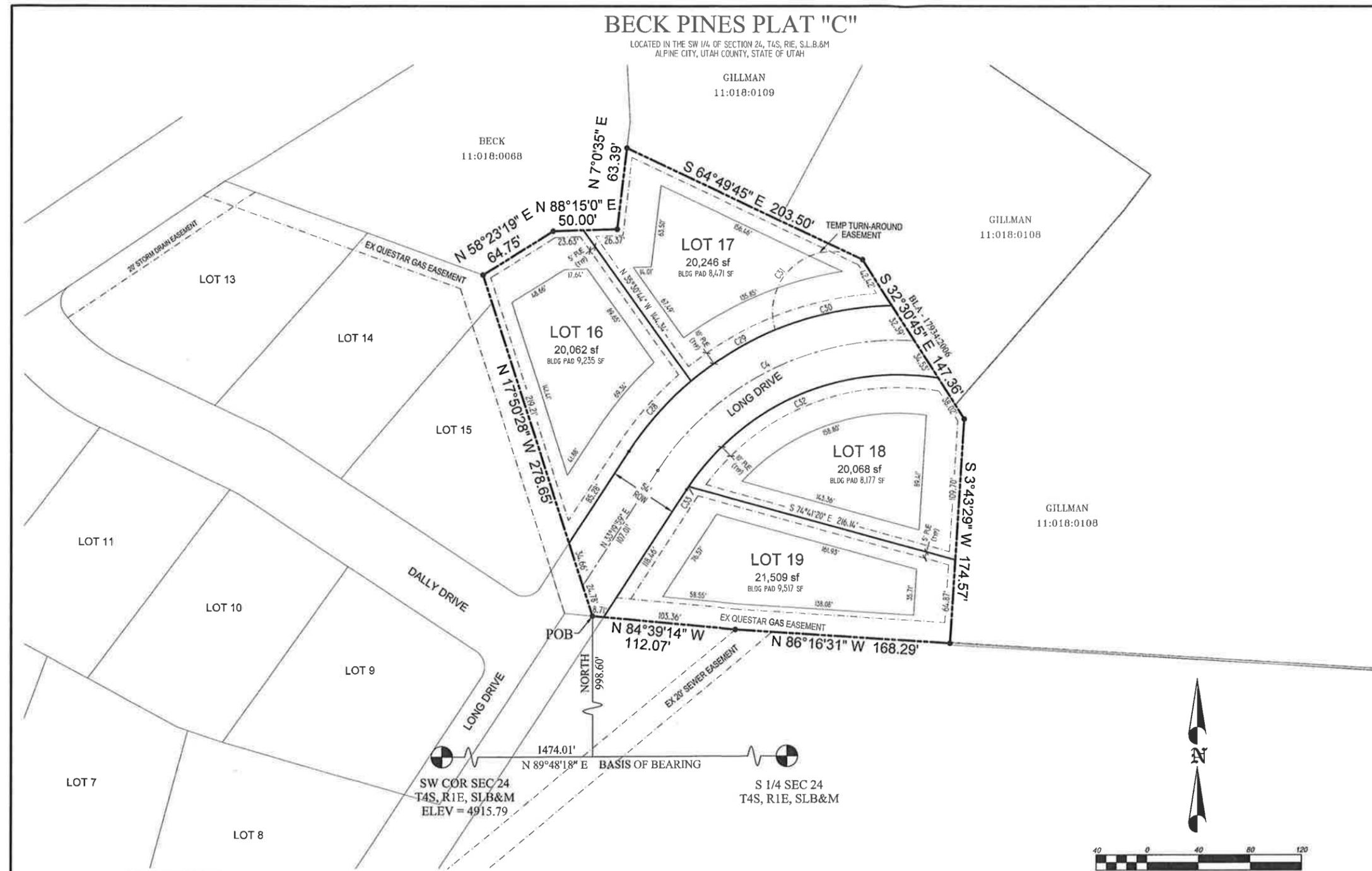
LOCATED IN THE SW 1/4 OF SECTION 24, T4S, R1E, S.L.B.&M  
ALPINE CITY, UTAH COUNTY, STATE OF UTAH

GILLMAN  
11:018:0109

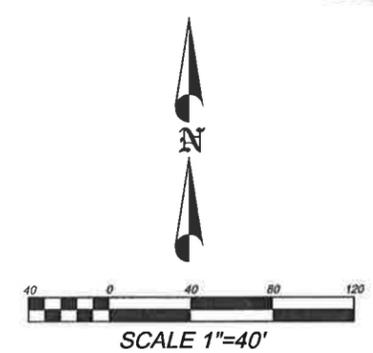
BECK  
11:018:0068

GILLMAN  
11:018:0108

GILLMAN  
11:018:0108



1474.01' N 89°48'18" E BASIS OF BEARING  
SW COR SEC 24 T4S, R1E, SLB&M ELEV = 4915.79  
S 1/4 SEC 24 T4S, R1E, SLB&M



VICINITY MAP



CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	225.00	235.21	59°53'44"	225.66	N63°16'51"E
C2B	252.00	75.33	16°46'22"	73.07	N44°40'10"E
C2C	252.00	77.56	17°18'02"	77.26	N58°59'23"E
C3D	252.00	93.81	21°16'53"	93.07	N18°16'54"E
C31	17.00	112.52	151°01'02"	87.51	S81°20'09"W
C3E	198.00	226.47	64°53'09"	202.64	S86°56'54"W
C33	198.00	2.72	02°42'08"	2.72	S33°43'37"W

**PLAT NOTES**

- DESIGN CRITERIA FOR ELEVATION OF 5,000 FEET
- DESIGN CRITERIA FOR SNOW LOAD OF 45 LB/SF
- THE INTERNATIONAL FIRE CODE MAY REQUIRE FIRE SPRINKLERS BASED UPON THE SIZE OF HOME AND FIRE FLOW CAPACITY. A FIRE FLOW TEST MAY BE REQUIRED AT THE TIME OF BUILDING PERMIT.
- IF FIRE SPRINKLERS ARE PROPOSED THE FIRE FLOW REQUIREMENT IS REDUCED BY 50%.

LOT #	ADDRESS
16	LONG DRIVE
17	LONG DRIVE
18	LONG DRIVE
19	LONG DRIVE

**TABULATIONS**

ZONING CR-20,000  
TOTAL AREA 2.30 AC  
# OF LOTS 4

APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_  
CITY ATTORNEY

**SURVEYOR'S CERTIFICATE**

I, \_\_\_\_\_, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, OPEN SPACES, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE \_\_\_\_\_ SURVEYOR \_\_\_\_\_ (SEE SEAL BELOW)

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED NORTH 89°48'18" EAST ALONG SECTION LINE 1/4, 0.01 FEET AND NORTH 998.60 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;  
THENCE NORTH 17°50'28" WEST 278.65 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT (ENTRY 28422-1999) THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 58°23'19" EAST 64.75 FEET, 2) NORTH 88°15'00" EAST 50.00 FEET, AND 3) NORTH 7°03'35" EAST 63.39 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT (ENTRY 17934-2006) THE FOLLOWING THREE COURSES AND DISTANCES: 1) SOUTH 64°19'15" EAST 203.50 FEET, 2) SOUTH 32°30'45" EAST 147.36 FEET, AND 3) SOUTH 3°43'29" WEST 174.57 FEET; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF ALPINE JUNIOR HIGH SUBDIVISION PLAT THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 86°16'31" WEST 168.29 FEET, AND 2) NORTH 84°39'14" WEST 112.07 FEET TO THE POINT OF BEGINNING.  
AREA = 2.30 ACRES

**OWNER'S DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, OPEN SPACE, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF UTAH  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.  
MY COMMISSION EXPIRES \_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC

**ACCEPTANCE BY LEGISLATIVE BODY**

THE CITY COUNCIL OF ALPINE CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, OPEN SPACES, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
APPROVED \_\_\_\_\_ CITY ENGINEER (SEE SEAL BELOW) ATTEST \_\_\_\_\_ CLERK - RECORDER (SEE SEAL BELOW)

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE ALPINE CITY PLANNING COMMISSION.  
\_\_\_\_\_  
DIRECTOR - SECRETARY CHAIRMAN, PLANNING COMMISSION

**BECK PINES PLAT "C"**

LOCATED IN THE SW 1/4 OF SECTION 24, T4S, R1E, S.L.B.&M  
ALPINE CITY, UTAH COUNTY, STATE OF UTAH  
SCALE: 1"= 40' FEET

OWNER'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK - RECORDER SEAL

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: River Meadows Setback Exception**

**FOR CONSIDERATION ON: 27 September 2016**

**PETITIONER: Autumn Mountain LLC (Ross Welch)**

**ACTION REQUESTED BY PETITIONER: Approve an Exception to the Front Setback Requirement.**

**APPLICABLE STATUTE OR ORDINANCE: Article 3.11 (Gateway/Historic))**

### **BACKGROUND INFORMATION:**

The owners of the River Meadows Senior Living buildings located on Red Pine Drive are requesting an exception to the front setback requirement for the main building of the development. With the winter months fast approaching, it is proposed that a vestibule entry be added to the front of the building so that cold air does not directly blow in on the senior residents who use common area directly next the that entry.

The Senior Housing Overlay is in the Business Commercial boundaries which is also considered the Gateway Historic District. Section 3.11.3.3 states that “the Planning Commission may recommend exceptions to the Business Commercial Zone requirements regarding parking, building height, signage, setbacks and use if it finds that the plans proposed better implement the design guidelines to the City Council for approval.”

The current 24-foot setback of the building makes it appear like the building’s location originally received a 6-foot exception to the front setback requirement of 30 feet. The Petitioner is requesting that another 8 feet be used for the proposed vestibule entry making the setback be reduced to 16 feet.

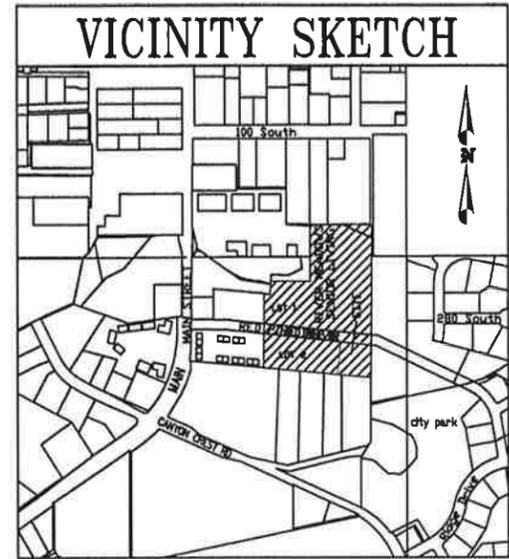
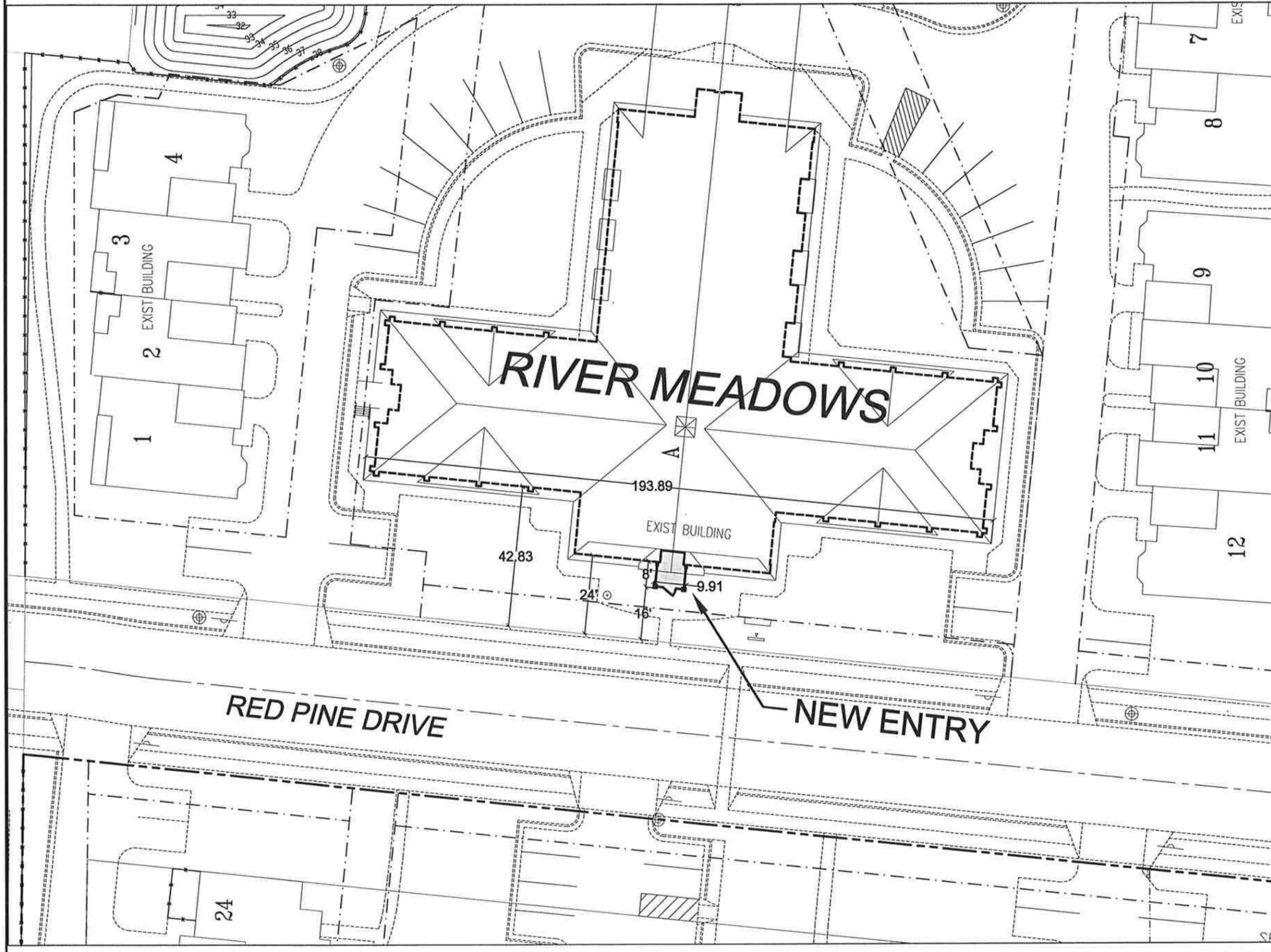
### **PLANNING COMMISSION MOTION:**

Jason Thelin moved to recommend an 8-foot setback exception for the River Meadows Senior Housing Building for the purpose of a vestibule.

David Fotheringham seconded the motion. The motion passed and was unanimous with 5 Ayes. Bryce Higbee, Jason Thelin, David Fotheringham, Steve Cosper, and Judi Pickell all voted Aye.

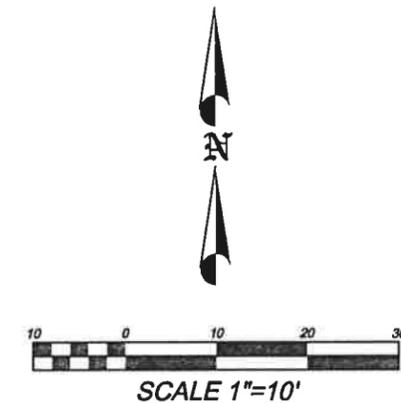
# RIVER MEADOWS SENIOR LIVING

ALPINE CITY, UTAH COUNTY, UTAH



**TABULATIONS**

TOTAL BUILDING FRONTAGE	193.89'	100%
NEW ENTRY	9.91'	5%
AREA OF NEW ENTRY	90 SF	



11038 N Highland Blvd, Suite 400  
office (801) 462-1277  
cell (801) 616-1677



RIVER MEADOWS SENIOR LIVING  
NEW ENTRY

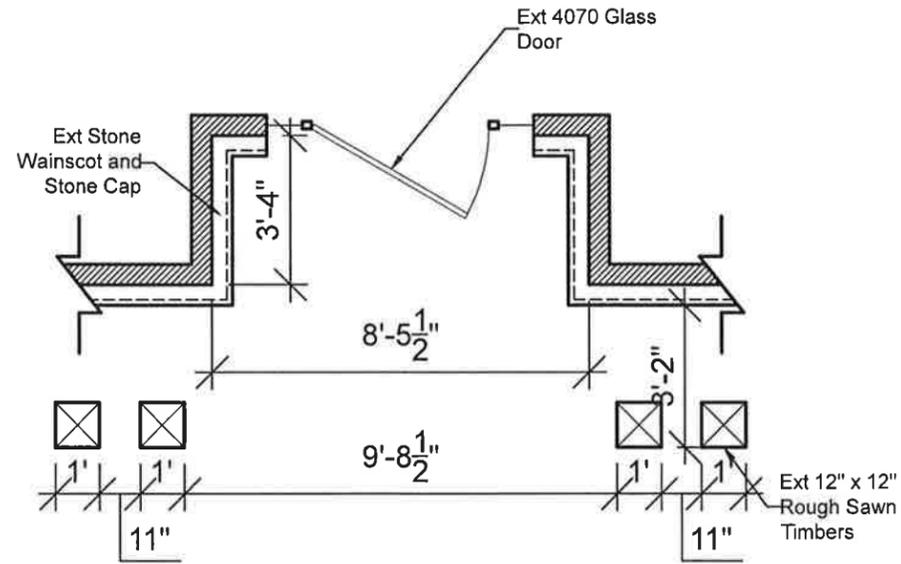
AUTUMN MOUNTAIN, LLC  
11038 N HIGHLAND BLVD.  
HIGHLAND, UT 84003  
(801) 756-7303

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

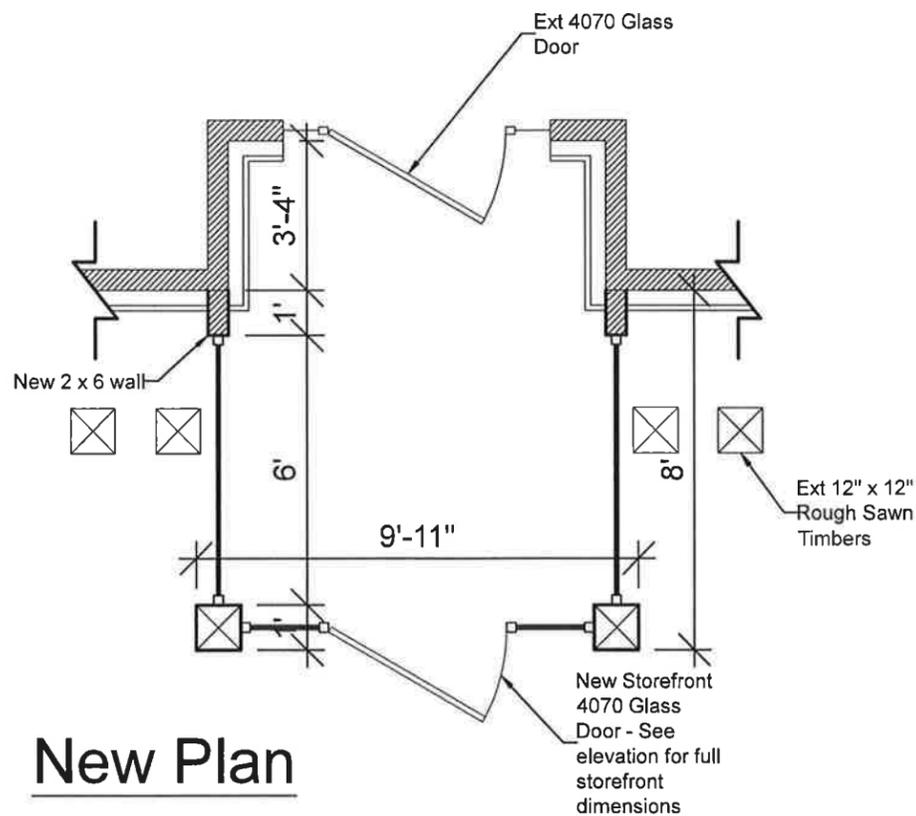
DATE  
8/11/16

SHEET NUMBER

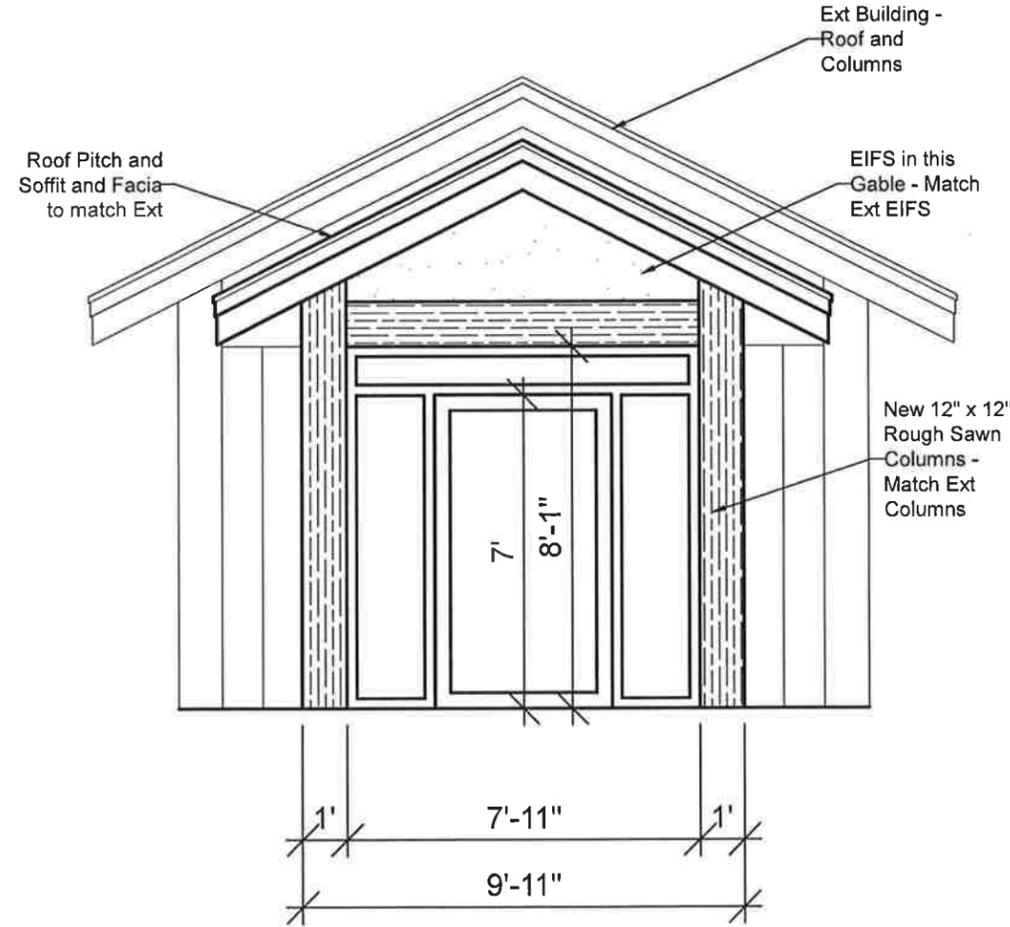
C1



**Existing Entry**



**New Plan**



**Front Elevation**

**Harding Design**  
 11038 Highland Blvd Ste 400  
 Highland, UT 84003  
 801.376.4190  
 hardingdesign@rocketmail.com

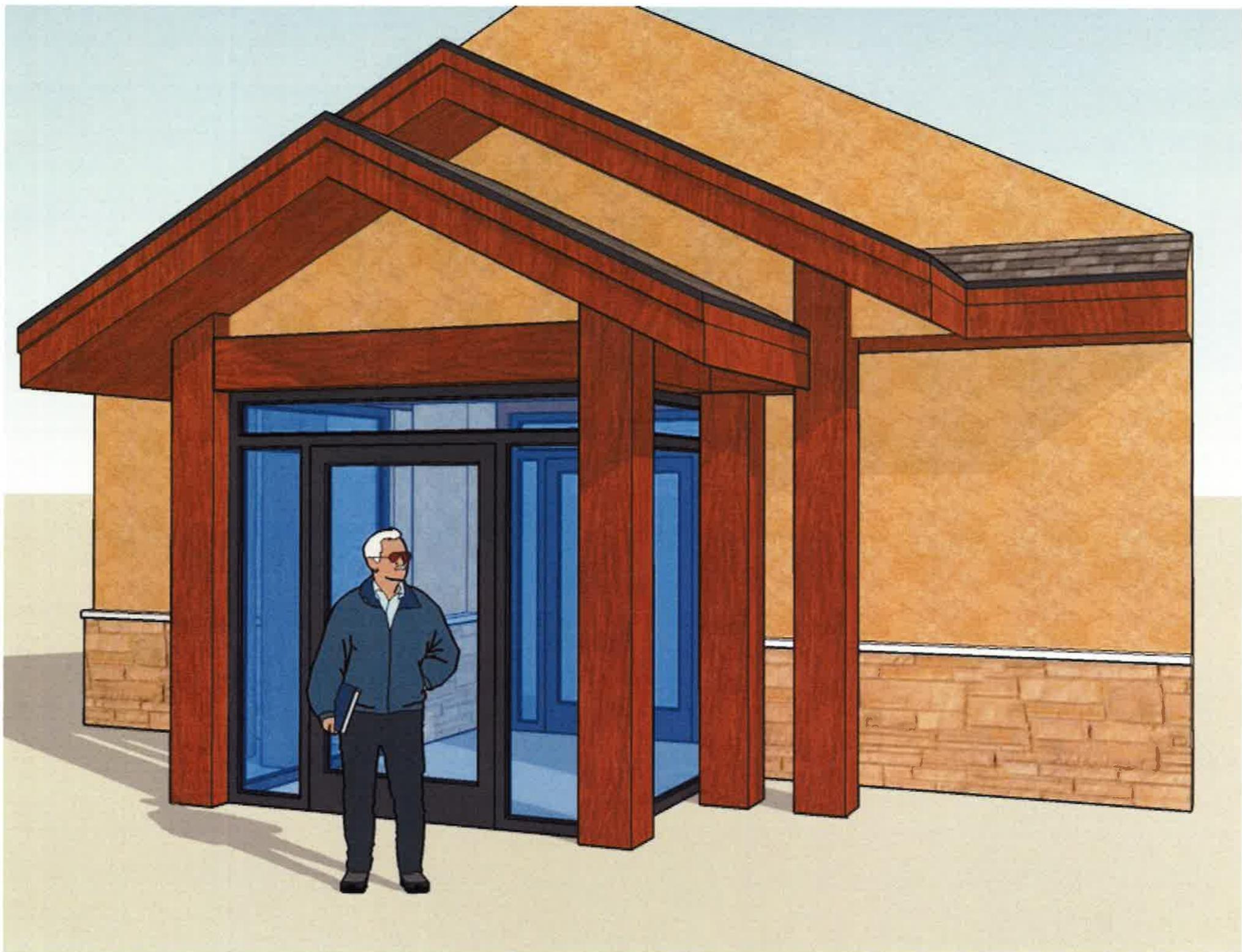
**River Meadows  
 Assisted Living Entry**

Plans and Elevation - 1/4" = 1'

Bsmt:	N/A
Main:	N/A
Upper:	N/A
Total:	N/A

Page:  
**1**







**ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Ground Water Modeling for Alpine - RFP**

**FOR CONSIDERATION ON: September 27, 2016**

**PETITIONER: Shane Sorensen, City Engineer and Public Works Director**

**ACTION REQUESTED BY PETITIONER: For the City Council to consider if they wish to approve going out for an RFP to hire someone to do ground water modeling for the City.**

**INFORMATION: The City has experienced fires and floods that has affected the natural and artificial groundwater recharge in the general burn area and the Dry Creek channel. This is a significant concern for the City because of the affect it will have on the City's water supply. Attached is more information and a draft of the RFP. Shane will provide the Council with additional information on Monday.**

***RECOMMENDED ACTION: For the City Council to decide whether they want to approve of the City issuing an RFP to determine the loss of natural and artificial groundwater recharge in the general burn area and the Dry Creek channel and to determine a cost to ameliorate the problem.***

## Charmayne Warnock

---

**From:** Shane Sorensen  
**Sent:** Tuesday, September 20, 2016 7:00 AM  
**To:** Sheldon Wimmer; Rich Nelson; David Jared Inouye  
**Cc:** Jared Inouye  
**Subject:** Fwd: Draft Request for Proposal  
**Attachments:** Groundwater Modeling of Alpine Area.docx; ATT00001.htm

Jared Inouye has been working with me and Bob Ramsey, who has been retained as an expert witness in the Patterson case, on the issue of reduced infiltration due to the floods and debris flows plugging off the Dry Creek Channel. Hansen, Allen and Luce did the previous work on the infiltration rates, but due to a relationship with Steve Sowby on previous projects, they said they could do the modeling due to their conflict of interest. For this reason, Bob has prepared an RFP for the modeling needed to evaluate this. I believe this is one of the bigger long term issues that could impact our aquifer. I told Jared that expending any funds would require the City Council's approval. The RFP would tell us what the cost for the modeling would be. Bob has sent this RFP out for approval to issue to potential consultants. Let us know if you have any concerns or issues.

Thanks,

Shane

Sent from my iPad

Begin forwarded message:

**From:** Robert Ramsey <[r Ramsey@xmission.com](mailto:r Ramsey@xmission.com)>  
**Date:** September 19, 2016 at 5:38:26 PM CDT  
**To:** Jared Inouye <[jinouye@btjd.com](mailto:jinouye@btjd.com)>, Shane Sorensen <[ssorensen@alpinecity.org](mailto:ssorensen@alpinecity.org)>  
**Subject: Draft Request for Proposal**

Jared and Shane,

Attached is a draft RFP for the groundwater modeling we have discussed.

In drafting the RFP, I have assumed that I will be handling the receipt and initial review of proposals. I have further assumed that any contract that results from the proposals will be with/thru the City or attorneys. If there is any specific contractual or RFP language that needs to be included please include in your comments.

Please review and provide comments. We can schedule a conference call to discuss if you feel warranted. I will not send out the RFP until I have your input and/or we have discussed.

*Thanks, Bob*

Bob Ramsey P.G.  
Principal Hydrogeologist  
**Canyon Concepts, LLC**  
**Sustainable Water Resource Development**

2890 Live Oak Circle | Holladay, Utah | 84117  
Cell: 801.755.9730 | Fax: 801.424.2489

# Draft

## REQUEST FOR PROPOSAL (RFP)

### ALPINE AREA GROUNDWATER MODELING

The purpose of this request for proposal (RFP) is to enter into a contract with a qualified consulting engineering firm to perform groundwater modeling in and around Alpine City.

#### BACKGROUND

In July 2012, the Quail Fire burned approximately 2300 acres in the watersheds of Box Elder, Wadsworth and Willow Canyons above Alpine City. Field measurements performed by the Forest Service (FS) and the Natural Resources Conservation Service (NRCS) following the fire, indicated that most of the fire area sustained low soil burn severity and low soil hydrophobicity. Due to the low burn severity, the burned vegetation has a high potential for quick recovery and regrowth. During the four growth seasons since the fire, considerable regrowth has occurred. Despite the low severity burn conditions and potential for regrowth of vegetation, the probability for debris flood events is considered to be high.

In 2013, several thunderstorms occurred that washed mud and debris from the burned mountainsides into Alpine neighborhoods and the Dry Creek channel. The most intense runoff event occurred on September 7, 2013, when 0.75 inches of rain fell on the burn area in a 15-minute period. This thunderstorm caused flooding which filled debris basins and flooded basements with mud. The mud also was carried into and down the Dry Creek channel.

In August 2012, Hansen Allen & Luce completed an Aquifer Storage and Recovery (ASR) Feasibility Study for the North Utah County Aquifer Association which identified the Dry Creek channel as one of several suitable sites for recharging the North Utah County aquifer system. In most winters the Dry Creek channel is dry and any water in the canyon tributaries quickly infiltrates into the channel bottom, thus the name Dry Creek. Resulting from the high infiltration rates in Dry Creek channel, the study recommended annually recharging as much as 1000 acre-feet within a 3-mile section of the Creek bottom. Prior to the fire and mudflows, the infiltration rate in Dry Creek channel was measured at 4.0 cubic feet per second (cfs) per mile. Subsequent to the mud flows into Dry Creek, infiltration rates in the same stretch of the creek were measured at just 0.06 cfs per mile. Given this significant reduction in the infiltration rate, the potential for groundwater recharge (both natural and artificial) in Dry Creek has been greatly reduced. In fact, HLA concluded that the Dry Creek channel is no longer a suitable location for artificial recharge due to the reduced infiltration rate. Moreover, given the potential for future thunderstorms and debris flow events in Dry Creek channel, the reduced infiltration and groundwater recharge are not expected to improve in the foreseeable future.

The City of Alpine is concerned that the loss of natural and artificial groundwater recharge in the general burn area and Dry Creek channel will have long term impacts to groundwater levels in the area and may adversely impact the City's water supply wells. To assess these concerns, the City wishes to perform groundwater modeling utilizing the USGS Three Dimensional Numerical Model of Groundwater Flow in Northern Utah Valley, Utah County, Utah.

This RFP is designed to provide interested firms with sufficient basic information to submit proposals that meet minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Firms submitting proposals are encouraged to include information in their proposal to show their qualifications and experience to provide the requested services.

## **CONTACT INFORMATION**

Canyon Concepts, LLC is the issuing entity for this RFP and all subsequent addenda relating to it. This Request for Proposal is entitled "Alpine Area Groundwater Modeling." Please use this title on all proposals, correspondence, and documentation relating to the RFP.

For information regarding this Request for Proposals (RFP) or regarding submittal of proposals contact:

Robert Ramsey P.G.  
c/o Canyon Concepts, LLC  
2890 Live Oak Circle  
Holladay, Utah 84117

801-755-9730 (cell)  
rramseypg@xmission.com

## **PROJECT DESCRIPTION AND DELIVERABLES**

As noted above, the groundwater modeling will utilize the USGS Three Dimensional Numerical Model of Groundwater Flow in Northern Utah Valley, Utah County, Utah. The modeling effort should focus on Alpine City and immediately downstream areas. Specifically, the model will be run to assess long-term potential impacts to the groundwater system from:

- Increased runoff and reduced infiltration of precipitation in the burned watershed area
- Reduced natural infiltration within Dry Creek channel
- Inability to artificially recharge up to 1000 acre feet per year in Dry Creek channel
- Increased groundwater withdrawals from the City's wells through build out and beyond

To accomplish these objectives, model simulations will be performed for pre and post fire conditions for a period of 35 years. Pre-fire conditions will use the USGS defined input values for precipitation, infiltration, recharge and projected groundwater withdrawal rates. Further, pre-fire conditions will include a separate modeling simulation showing the effects of 1000 acre-feet per year of artificial recharge along a 3 mile stretch of Dry Creek channel. Post fire conditions will be simulated using adjusted input values to estimate increased runoff of precipitation and reduced infiltration in the watershed and along Dry Creek channel. Model output will be depicted using a graphical interface to produce color figures comparable to those published in the USGS model report.

The modeling results will be presented in a written report that documents the methods utilized, and the assumptions incorporated into the model. The report shall include an interpretation of the model simulations and potential impacts to groundwater. Five copies of the final report will be provided.

The attached drawings show existing City well locations and the stretch of Dry Creek channel that was previously identified for artificial recharge.

## **PROPOSAL CONTENT**

Proposals should include the information outlined in this section and not exceed 8 pages. An introduction letter may be added to the proposal, but it will not be counted in the total pages.

- A. Provide a brief history of the firm and brief biographies of proposed project personnel.
- B. Provide a description of your proposed work plan to complete the study requirements.
- C. Provide a timeline for completion of the modeling and preparation of the report.
- D. Provide a list of deliverables.
- E. Provide information on similar projects the firm has been engaged in and references of clients with whom a similar service has been provided.
- F. Provide a spreadsheet with the estimated man hours and billing rates by proposed project personnel and the total estimated costs for the project.

## **PROPOSAL EVALUATION CRITERIA**

Alpine City will ultimately select one firm after evaluating all proposals. Proposals will be evaluated using the following criteria:

Weighted Evaluation Criteria

10% Project understanding

30% Project Approach

30% Cost of the Project

20% Schedule

10% Experience, Documented Past Project Results, References

## **KEY DATES, ADDRESSES AND INSTRUCTIONS**

Proposals must be delivered to:

Robert Ramsey P.G.  
c/o Canyon Concepts, LLC  
2890 Live Oak Circle  
Holladay, Utah 84117

DUE DATE: September 27, 2016 5:00 p.m.

- Provide 3 hard copies and one electronic copy
- Clearly label the outside of your envelope: " Alpine Area Groundwater Modeling "
- Any proposal received after that date and time will not be accepted.
- No proposals will be accepted via facsimile.

Questions regarding this RFP should be emailed to rramseypg@xmission.com.

There should be no contact made with members of Alpine City, the Mayor, or any other city official.

### **OPENING OF PROPOSALS**

Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile transmitted RFPs will not be considered. If only one proposal is received in response to the RFP, the City, may either make an award or, if time permits, re-solicit for the purpose of obtaining additional proposals, at the City's sole discretion.

### **REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a binding contractual agreement between the City and the selected applicant is executed, or when the City rejects all proposals.

### **DISCUSSIONS WITH BIDDERS (ORAL PRESENTATION)**

An oral presentation by a bidder to clarify a proposal may be required at the sole discretion of Alpine City. However, Alpine City may award a contract based on the initial proposals received without discussion with the firms submitting proposals. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the bidder's expense.

### **FORMATION OF THE AGREEMENT WITH THE SELECTED APPLICANT**

After selecting an applicant, the City may conduct additional negotiations with the applicant to arrive at a best and final offer. When both parties are in agreement, a contract will be awarded.

### **INCURRING COSTS**

Alpine City will not be liable for any cost that applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.

## ALPINE CITY COUNCIL AGENDA

**SUBJECT: Ordinance No. 2016-20 - An Ordinance Adopting a Prohibition on the Feeding of Deer and Other Wild Animals and Providing Penalties for the Violation Thereof**

**FOR CONSIDERATION ON: September 27, 2016**

**PETITIONER: Alpine City Council**

**ACTION REQUESTED BY PETITIONER: For Council consideration and approval.**

**INFORMATION: At the last City Council meeting the Council approved a motion regarding urban deer in the City. One part of that motion called for the City Council to approve an ordinance that prohibits the feeding of deer and other wild animals and provides for penalties for violating the ordinance. The proposed ordinance is attached.**

***RECOMMENDED ACTION: That the City Council consider if they wish to approve an ordinance adopting a prohibition on the feeding of deer and other wild animals and providing penalties for so doing.***

**ORDINANCE NO. 2016-20**

**AN ORDINANCE ADOPTING A PROHIBITION ON THE FEEDING OF DEER AND OTHER WILD ANIMALS AND PROVIDING PENALATIES FOR THE VIOLATION THEREOF**

**WHEREAS**, Alpine City desires to help control the urban deer and other wildlife population in the City; and

**WHEREAS**, Residents of Alpine City have expressed concerns about the damage done to landscapes and other property interest by the proliferation of the deer in the City; and

**WHEREAS**, the Division of Wildlife Resources of the State of Utah has recommended that the City adopt an ordinance prohibiting the feeding of deer and other wildlife as a step toward controlling the proliferation of wildlife in the City.

**NOW THEREFORE BE IT ORDAINED** by the City Council of Alpine City as follows:

I. The Alpine City code is amended to include the following section:

Part. 13-\_\_\_\_\_ Feeding Wild Deer, Elk, Moose Or Turkey Prohibited:

Section 1. It shall be unlawful for any person to place, distribute, or allow the placement of food, grain, minerals, or similar substances within the city limits for the purpose of feeding wild deer, elk, moose, or turkey or when it attracts wild deer, elk, moose, or turkey in such numbers or circumstances to cause property damage, endanger any person, or create public health concerns.

Section 2. Section 1 does not apply to:

- a. Public employees or authorized agents acting within the scope of their employment for public safety or wildlife management purposes;
- b. Normal agricultural or livestock operation practices; or
- c. Recreational feeding of wild songbirds, hummingbirds, or passerine birds, unless a previous warning by the city to cease or modify feeding practices is disregarded and continued practices attract wild deer, elk, moose or turkey in such numbers or circumstances to cause property damage, endanger any person, or create public health concerns.

Section 3. An intentional violation of this Part shall be deemed an infraction.

II. The City Recorder may appropriately renumber, and title and place this adopted Part in the City Code as appropriate.

III. This ordinance shall take effect upon posting in accordance with state law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder