



ALPINE CITY COUNCIL PUBLIC MEETING AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a Public Meeting on **Tuesday, May 24, at 6:00 pm**, 20 North Main Street and can be viewed on the **Alpine City YouTube Channel**. A direct link to the channel can be found on the home page of the Alpine City website: [alpinecity.org](https://www.alpinecity.org) Public Comments will be accepted during the Public Comment portion of the meeting.

I. CALL MEETING TO ORDER

- | | |
|---------------------|----------------------------|
| A. Roll Call | Mayor Carla Merrill |
| B. Prayer: | Kelli Law |
| C. Pledge: | By Invitation |

II. WORK SESSION

III. CONSENT CALENDAR

- A. Approve City Council minutes of May 10, 2022 & May 17, 2022**
- B. Bond Release No.4 Layton Subdivision: \$39,368.00**
- C. Approval of Parks Maintenance Equipment Pre-Order for FY2023**
- D. Ordinance 2022-14: Restriction of the Use of Fireworks within Certain Areas of Alpine**
- E. Ordinance 2022-07A Revision to the Established of Committees**
- F. Ordinance 2022-15: Establishing the Main Street Committee**
- G. Ordinance 2022-16: Establishing the Historic Preservation Commission**
- H. Resolution No. R2022-22: Fire Station Reimbursement**
- I. Approval of PEHP Health Insurance Rates for FY2023**

IV. PUBLIC COMMENT

V. REPORTS AND PRESENTATIONS

VI. ACTION/ DISCUSSION ITEMS

- A. Site Plan – Elway’s Doggie Wash at the Alpine Animal Hospital 424 South Alpine Highway**
- B. Resolution No. R2022-23: AT&T Lease Resolution**
- C. Resolution No. R2022-24: Participation in the Utah County CDBG Program**
- D. Summer 2022 Food Trucks**
- E. Conflict of Interest Disclosure**

VII. STAFF REPORTS

VIII. COUNCIL COMMUNICATION

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

Mayor Carla Merrill
May 20, 2022

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 Alpine, UT. This agenda is also available on our website at [alpinecity.org](https://www.alpinecity.org) and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html



PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- When speaking to the Planning Commission/City Council, 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 vs. 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.

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ALPINE CITY COUNCIL MEETING

on Tuesday, May 10, 2022

I. CALL MEETING TO ORDER

Mayor Carla Merrill called the meeting to order at 6:05 pm.

A. Roll Call: The following were present and constituted a quorum: Greg Gordon via Zoom, Kellie Law, Jessica Smuin, Lon Lott, and Jason Thelin

B. Prayer: Carla Merrill

C. Pledge: Lon Lott

Staff: Shane Sorensen, Austin Roy, Craig Hall, Chief Brian Gwilliam, Chief Brian Patten, William Livingston, Heidi Jackman

Others: Will Jones, Ezra Lee, Fraser Bullock, Jane Griener

II. WORK SESSION

Budget Discussion

Alpine City Administrator Shane Sorensen said he would like between now and the next meeting to meet with a few council members to address any question council may have with the budget. City Council will vote on the final budget on June 28th. He explained that the tentative budget would still need to be adopted by resolution tonight. This is just a draft of the final budget. The city scheduled a public hearing tonight for the tentative budget, but it is not required.

Shane Sorensen said as we see where our revenues will be closer to the end of the budget year adjustments can be made. The city believes we need to propose a tax increase to help with additional expenses in public safety and some on the city side as well. Last time was Alpine City had a tax increase was 2019 when Cedar Hills pulled out of the public safety district. Alpine City intern William Livingston had been working on graphs that he will present at a future meeting, looking at tax rates comparing Alpine City to other cities. Shane Sorensen said something the council needs to consider is a proposed an inflation proponent built into property tax rates, right now the city does not have one. Other cities are either holding their rate or having a target percentage rate, so they have a truth in taxation process every year. Other cities have either been doing this for a few years or are going to start doing it. Payson City has done this for nine years, and Spanish Fork has been doing this for four of the last six years. This will help with wages that are going up every year. There will be questions but so far hasn't been an issue.

Shane Sorensen said the budget shows the city will get the other half of American Rescue Plan Act (ARPA) funds that will be spent in this budget year. The city has applied for multiple grants to help with projects we have proposed. The grants that are official are on the project list. The city applied for three project through Utah County ARPA funds, they have requested some additional information. The timeline for the Utah County ARPA funds to be announced is hopefully June but could be November. Some projects the city has planned might need to be at end of budget year to see if we are successful in receiving Utah County ARPA funds.

City Council member Kellie Law asked about two different account funds regarding street projects on page 29. Shane Sorensen said street's projects are funded for two different funds which are both general funds monies. The city has \$630K coming from class C road funds and mass transit, and \$100K coming from streets. The other \$3,500 from MAG active transportation plan and \$9,500 for a crosswalk improvement. The city is proposing \$730K into street maintenance projects. If the city receives a grant to help with the Grove Drive project, we may cut back on our maintenance for a year to shuffle some money to different projects because this is such a big-ticket item.

Shane Sorensen said one of big decisions will be on fire station. The city has budgeted money for it. It could come possibly from general fund or capital improvement funds to bond for less. As we get closer, we can bring some scenarios back to the council.

City Council member Greg Gordon asked about the current budget year savings of \$800K. Is this included in this new budget. Shane Sorensen said the city can only maintain 5-25% but can transfer it to capital improvement fund. The capital improvement fund is like having a savings account and can be pulled from. One project not on list is to improve the parking lot at Smooth Canyon Park which would mean relocating the restroom. When built, the city only did half. City Council member Lon Lott agrees that parking needs to be addressed. Greg Gordon says it definitely needs more parking. Greg Gordon wants to know if the city has improvements for Peterson Park included in the budget for next

1 year. Shane Sorensen said he will add Peterson Park to the list to discuss further. Council was in agreement to tear
2 building down at Peterson Park.

3
4 Shane Sorensen said one of the projects not on the list is Canyon Crest Road improvements. Five years down the road
5 it will be funded. The city has 66 feet with 10-foot multiuse path on east side and will shift curb and gutter to move to
6 the west within the right of way. Lon Lott asked if the city will contribute funds to this project. Shane Sorensen said
7 6.77% is what the city would need to contribute, which will not be this year. The city will not want to improve the
8 side of Peterson Park closest to Canyon Crest Road future improvements.

9
10 Shane Sorensen said the second project LTAP assessment of city roads signs and sidewalks, will be done by Utah
11 State students. The council approved funds to do the assessment, that will happen this August. The active
12 transportation crosswalk improvements have enough in budget for at least one RRFB (light flashes) crosswalk. Staff
13 will be working with Greg Gordon on this project. Westfield Road and Sycamore needs at least one RRFB unless
14 council thinks the city needs one elsewhere.

15
16 Shane Sorensen said he did not think the city should have any expenses with Three Falls upper parking lot, the
17 developer will build two stalls.

18
19 Shane Sorensen said the Burgess Park pavilion improvements at the lower end of the park. Staff would recommend
20 tearing down and build new pavilion closer to parking lot. The city has budgeted \$50K for a 20x20 pavilion. If council
21 choses to have a 20x40 pavilion we will not have enough in the budget. Greg Gordon suggested the smaller pavilion
22 would fit better in the location.

23
24 Shane Sorensen brought up Moyle Park landscaping improvements. The city has a design for the park and have not
25 been able to get to it. Staff is hoping to get to it soon.

26
27 Shane Sorensen said the cemetery expansion has started with trees being cut down. Next step will be to build retaining
28 walls on the west end. Jason Thelin asked about putting a gate on north side. Shane Sorensen has concern that someone
29 must lock and unlock gate. Chief Brian Gwilliam said at Highland Glen Park police lock and unlock gates, due to
30 vandalism. Staff can lock and unlock the gate if needed or have automatic gates. The gates should be arched that match
31 the cemetery entrance. Jason Thelin thinks the gate would be good and to lock down cemetery.

32
33 Shane Sorensen said there is money in the budget for tree removal and tree trimming. A lot of money goes towards
34 Peterson Park. Mayor Carla Merrill asked if Peterson Park gets used. Lon Lott said residents do walk through there,
35 but some residents think it's private property. He suggested having a sign at the end of Paradise Lane saying it was
36 open to the public as a city trail. Shane Sorensen said there is no written easement. Lon Lott said the city can address
37 how we can get that easement. Suggestion was made to have a trail come into the park from Canyon Crest. Jason
38 Thelin agreed Peterson Park is least used park in Alpine, except in the winter as a sledding hill. Shane Sorensen said
39 the city has gotten a few complaints about why the park at top of Southpointe isn't better maintained. Originally this
40 park had a basketball court and a volleyball court. There are trails up by that park. Council could make suggestions of
41 how you like to use this park in the future. Lon Lott said neighbors do service projects and clean up the Southpointe
42 Park. Greg Gordon said the access easement at Peterson Park, he believes, was a land swap made in 2015. Shane
43 Sorensen said the land trade did happen, easement on Paradise Lane was not part of that. The land trade was to gain
44 the right of way for future widening of Canyon Crest Road. The intent is to build a path from Ridge Drive down to
45 Paradise Cove Lane. Lon Lott said residents are crossing on private property to get into Peterson Park at the end of
46 Paradise Lane. Shane Sorensen said he believes the city did obtain an easement in that location, but he said he will
47 double check that.

48
49 Shane Sorensen said the city has waterline project and resurfacing road projects for Center Street and Quail Hollow.
50 Staff has applied for grants to build new water tank (next budget year). The city is getting bids for Alpine Cove
51 connection, and we are hoping it will not crossover budget years. In the Misc. Budget fund, the city will be doing PI
52 improvements, sewer improvements, and storm drains improvements, putting in sump or clean sump. Staff has also
53 applied for grants for the following projects: Fire stations, Lambert Park poppies preservation for \$21,600, and
54 Lambert-Bonneville Shoreline trail connection is a 50/50 match for \$74K. Mayor Carla Merrill said City Council
55 member Jessica Smuin and staff were responsible for obtaining these grants. Jessica Smuin asked if the city has a RAP
56 tax, could the city project the amount we would be collecting. Shane Sorensen said it would be about \$100K. Jessica
57 Smuin asked what the deadline is if council would want the residents to vote on this tax. Shane Sorensen said he will
58 find out. Shane Sorensen said fiber optics, Main Street improvements, and potential grant projects are not included on
59 the projects list. Jessica Smuin asked about bonding through the USDA. Shane Sorensen said he would ask Mark
60 Anderson with Zions bank. Alpine City Attorney Craig Hall said as of yesterday a bond was at 2.89% interest. Greg
61 Gordon asked if there will be any changes to TSSD rates. Shane Sorensen said he would just be guessing at this point
62 and that would be handled as a budget adjustment. Some equipment will need to be addressed that are on the

replacement list. The street sweeper has been paid off in this budget year. City website will go up this year, and is also in the budget.

III. CONSENT CALENDAR

- A. Approve City Council minutes of April 26, 2022
- B. Partial Payment No. 1 - S&L Inc. – Westfield Road Sidewalk: \$3,562.50
- C. Bond Release No. 3 – Layton: \$157,331.25

Motion: Lon Lott moved to approve the consent calendar with the edits made to the minutes of April 12, 2022, by Greg Gordon and Lon Lott. Jason Thelin seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		
Kelli Law		
Jessica Smuin		
Lon Lott		
Jason Thelin		

IV. PUBLIC COMMENT

No public comments were made.

V. REPORTS AND PRESENTATIONS

A. Financial Report

Shane Sorensen said in the work session he had gone over most of the finance report and asked if the council had any further questions. No questions were asked.

VI. ACTION/ DISCUSSION ITEMS

A. Public Hearing – FY 2023 Tentative Budget

Mayor Carla Merrill opened the public hearing for public comment on FY2023 Tentative Budget. No Public Comments were made.

Motion: Lon Lott moved to close the public hearing. Kelli Law seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		
Kelli Law		
Jessica Smuin		
Lon Lott		
Jason Thelin		

Motion: Lon Lott moved to approve Resolution No. R2022-21 FY2023 Tentative Budget. Jessica Smuin seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		
Kelli Law		
Jessica Smuin		
Lon Lott		
Jason Thelin		

B. Site Plan – Design Update – Montdella Senior Housing

Petitioner withdrew

C. Site Plan – Elway’s Doggie Wash at the Alpine Animal Hospital – 424 S. Alpine Highway

City Planner Austin Roy said the applicant is seeking to build a dog wash station in front of the Alpine Animal Hospital. The site is located within the Business Commercial Zone and the Gateway Historic District. The proposed structure has a footprint of approximately 8’x13’. The overall size of the property is 1.01 acres. The applicant is seeking approval of the proposed site plan. On April 19, 2022, the Planning Commission reviewed the item and made a recommendation of approval with the following conditions:

1. *Match the color scheme of the animal hospital sign.*
2. *Move the solid wall towards the street and add some sort of design element, brick, stone, or wainscoting that matches the color of the sign.*
3. *Approve a single unit station.*

The City Council reviewed and tabled the item on April 26, 2022, to allow the petitioner additional time to revise the design based on feedback from the City Council.

Mayor Carla Merrill asked if Elway’s Doggie Wash could be put behind Alpine Animal Hospital. She suggested that signage could just be on the front side of the doggie wash station. Austin Roy said the council could make the signage part of their motion to limit which side of the building they will allow it to be on. Jason Thelin asked what the hours of operation would be. Austin Roy said this would be a self-service dog wash station and would be available 24 hours a day. Jason Thelin asked about how long the lighting would be on if the dog wash station was available 24 hours a day. Austin Roy said the unit has lighting on the inside and comes on when it is in operation and a small light by the door on the outside of the unit. Mayor Carla Merrill suggested when council makes their motion, they include the landscaping that is in the rendering provided. Austin Roy said the existing landscaping would be used but not required in site plan to show trees etc. The Alpine Animal Hospital has lighting already in the parking lot that is sufficient for the property. Kelli Law said in the proposal it states that the owner would put in a light pole or a light to an existing pole. Property owner Neil Smart said the light inside the unit stays on 24 hours a day, but the signage is not lighted. Jason Thelin asked about the curb in front of the unit and if it was ADA compliant. Neil Smart said if the city required a cut curb, he would do it. He said his units are ADA approved. Shane Sorensen read Alpine City’s code on land scaping.

Lon Lott asked why it would be necessary to have an ADA approach. Jason Thelin said he feels like it would be a hazard at night having a curb out front, but wants to understand it if its required. Lon Lott said as small as the unit is, the light would cast light out onto the curb. Jason Thelin has concern about whether the light in parking lot may be enough. Kellie Law asked Chief Brian Gwilliam if this unit could be a target for vandals. Chief Brian Gwilliam said it all depends on lighting. Good lighting deters vandals. The location closer to Main Street will help deter them also.

Motion: Jason Thelin motioned that we send this back and ask for a landscape plan be attached to this proposed site plan as well as a lighting plan as well as discussions with regard to ADA access concerning the cut of the curb or if it is required and only one Elway’s Doggie Wash sign facing the north. Jessica Thelin seconded the motion. There were 3 yes votes, 2 no votes and 0 excused vote as recorded below. The motion passed.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon	Kellie Law	
Jessica Smuin	Lon Lott	
Jason Thelin		

D. Site Plan – AT&T collocation on Lambert Park Tower

Austin Roy said AT&T is seeking to collocate wireless antennas on the Tower in Lambert Park. The proposed replacement does not substantially change the physical dimensions of the tower or base station (height and width), and thus, should be approved per the Wireless Telecommunications Ordinance of the Development Code. A lease agreement will need to be approved and should be a condition of approval. The city encourages cell tower to have more than one carrier on it. This tower would be maxed out at three carriers. The Planning Commission held a public hearing on March 3, 2022, reviewed the proposal, and unanimously recommended that the proposal be approved. This will not be a significant change to the tower dimensions.

Article 3.27.030 states:

State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. For purposes of this Part, the term "eligible facilities request" means any request for modification of an existing wireless tower or base station that involves:

- collocation of new transmission equipment.
- removal of transmission equipment; or
- replacement of transmission equipment.

Motion: Kellie Law moved to recommend that the site plan be approved with the condition that a lease agreement also be approved. Jason Thelin seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		
Kelli Law		
Jessica Smuin		
Lon Lott		
Jason Thelin		

E. Three Falls Upper Parking Lot Plan

Austin Roy said on March 15, 2022, the Planning Commission held a public hearing and reviewed a proposed plan for 20 parking stalls in upper area of Three Falls. Following the public hearing and discussion on the item the Planning Commission decided to table the item. The item was again revisited on May 3, 2022, but this time a revised plan was submitted, with 6 parking stalls. The Planning Commission held a public hearing on the 6-stall proposal and made a recommendation to approve the plan, with the condition that 2 stalls be designated ADA. The 6-stall parking plan has been reviewed and approved by representatives from the Three Falls subdivision. The Trail Committee was consulted about the proposed plan. They had concerns about the possibility of bikers shuttling up and down Fort Canyon, that the trail system was originally designed to only have parking below, and that with an upper parking lot would increase traffic on the trails from Three Falls to Draper. All improvements to public open space require a recommendation from the Planning Commission and a supermajority vote of approval from the City Council (3.16.040).

Shane Sorensen said only one ADA stall is required per 20 parking stalls. Greg Gordon said the two stalls were shown in the development agreement.

Motion: Jason Thelin moved to approve the Three Falls upper parking lot with the only modification of changing it to one ADA stall and five regular parking stalls. Kelli Law seconded the motion. Jason Thelin withdrew his motion.

Jessica Smuin voiced concern about deviating away from the development agreement.

Motion: Jason Thelin moved to approve the Three Falls upper parking lot as proposed. Jessica Smuin seconded the motion. No vote was taken.

Lon Lott said he is concerned about keeping things out of our open area. He asked why are we expanding parking. He doesn't think the parking lot is necessary. As we have been working at providing an area for people to hike and bike in open spaces.

Fraser Bullock 2085 N Three Falls

Fraser Bullock said he has appreciated the collaboration and discussion they have had with the city and council. The reason for the two ADA parking spots was because abled bodied people can walk up to the area to use the trails. The community in Three Falls is supportive of this parking lot but they would like to have something that says in the minutes the parking lot will not expand any bigger say to 20 parking stalls or have an upper parking lot by the water tank. There was a deal made many years ago when the development agreement first went in and now it is being modified. It feels like being incrementalized to the residents in Three Falls. So, if this could be noted in the minutes that this is the intent of the city, knowing that the city can not bind a future City Council. The residents are requesting this be done, not knowing if this is proper protocol or not.

Mayor Carla Merrill said she appreciated Mr. Bullocks comments but did not feel comfortable doing what he had requested, but is in favor of approving this proposed parking area. Lon Lott said his concerns after driving up to the proposed parking area were that the city has so diligently been trying to keep anything out of our open spaces in Lambert Park. He asked why is the city wanting to move into this area and trying to expand it into a bigger parking area. He suggested not putting in any parking at all. Mayor Carla Merrill pointed out that the city had already put a large parking lot in Lamber Park. Lon Lott said the parking lot is at the bottom edge of Lambert Park, Three Falls already has a large parking lot at the entrance of the falls. Mayor Carla Merrill said that two parking spots were already intended to go into that area. So, why not put a few more. Lon Lott said the city has been working on providing an area for the residents to hike, bike and move about in these open spaces. The city does provide a parking area like the one in Lambert Park. In addition to a very small parking area at the end of Moyle Drive and the area by the rodeo grounds. As this was moving forward in the beginning, and all open spaces were being provided to the city in the negotiations of Three Falls. The particular area where the pond is. Was one of the areas where the city would like to provide all residents to use the area, including those with disabilities. That is why it was limited to two ADA parking stalls. To allow everyone access. He said he had not thought about the shuttling idea until he had listened to the previous Planning Commission meeting and thought it was a good idea. In previous discussion the parking area was to be gravel not asphalt.

Kellie Law asked if the area between the pond and the road is open space. Austin Roy answered yes, it is open space. Kelli Law asked was the original plan for just two spots. Austin Roy answered yes that was the original agreement for two ADA parking stalls. Greg Gordon asked if the city is paying and installing the parking lot or will it be paid by the developer. Jason Thelin said the parking lot is in the city's budget. Shane Sorensen says the city allotted \$10K, but the city has not discussed it in length with the developer. He suggested the road be paved earlier (maybe 30 feet) to keep the road cleaner. Kelli Law said cars pull up over the curb of the road and park on the grass or dirt to see the view. He suggested the parking lot may be beneficial to keep people from doing that.

Mayor Carla Merrill said the shuttle situation would not be the same as it is in Draper City. Jessica Smuin agreed this is not a situation for a shuttle. Greg Gordon said the resident could be dropped off on the road verses in the parking lot. Mayor Carla Merrill said whatever trail a resident is on they would be climbing up. Every direction is climbing and not a true shuttle situation.

Jessica Smuin asks what the total acreage of Three Falls. Three Falls developer Will Jones answered 812 acres. Jessica Smuin said Lambert Park is 260 acres and has three parking lots in Lambert Park. Greg Gordon said he would like to discourage parking there at night. Maybe the city could have signage saying the parking lot is closed between certain hours. Mayor Carla Merrill said the Three Falls HOA could chain the parking area off at night. Jason Thelin suggested working with the police department on closing the parking lot. Kelli Law said he likes the pavement idea Shane Sorensen spoke keeping things clean.

Amended Motion: Kelli Law moved to amend the motion to approve the Three Falls upper parking lot as proposed with the following modifications: putting an asphalt road up to the parking lot to keep dust and debris down. At the discretion of staff, the lot be closed from dusk to dawn. Jessica Smuin seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		
Kelli Law		
Jessica Smuin		
Lon Lott		
Jason Thelin		

F. Ordinance 2022-09: Definition of Major Street Plan

Austin Roy said the City Council adopted changes to the Street Master Plan, Design Standards, the definition of the Major Street Plan, and the Standard Specification and Details on February 22, 2022. Then on April 12, 2022, the above-mentioned changes were repealed. This was a result of the City Council deciding to no longer move forward with a proposal to widen Canyon Crest Road. However, when the ordinances and resolutions were repealed a certain amendment to the definition of the Major Street Plan was also repealed. This amendment needs to be restored to make the ordinance accurate. The Planning Commission reviewed the proposed ordinance on May 3, 2022, and recommended that it be approved. The vote was unanimous.

Jessica Smuin asked if a definition needs to be added for secondary access because it exists in the legend. Austin Roy said the city would defer to the city's fire code, passable road. Jessica Smuin said for consistency shouldn't the

city add that definition. Shane Sorensen said we can add that in, but it was not on the proposal that went to public hearing and Planning Commission. Jason Thelin said he did not think the City Council was limited by what was discussed at Planning Commission. The council should clarify some of those roads and what's allowed. Craig Hall said Jason Thelin is correct. Mayor Carla Merrill instructed Austin Roy to get together with Jason Thelin and Jessica Smuin to clarify what language they would like changed and put on a future agenda.

Motion: Jason Thelin moved to approve Ordinance 2022-09 Definition of Major Street Plan as proposed. Lon Lott seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		
Kelli Law		
Jessica Smuin		
Lon Lott		
Jason Thelin		

G. Ordinance 2022-11: Definition of Natural Open Space

Austin Roy said the Open Space ordinance is not clear on what kind of improvements are allowed in open space. Based on the recommendation of Councilman Greg Gordon staff have drafted language which clarifies the type of improvements that are permitted. Recreational improvement such as kiosks, bike stations, benches, pavilions, restrooms, and water fountains etc. The Planning Commission reviewed the proposed ordinance on May 3, 2022, and recommended that it be approved. The vote was unanimous.

Motion: Greg Gordon moved to approve Ordinance 2022-11 Definition of Natural Open Space as proposed with following changes, adding to the new language after kiosk: benches, pavilions, restrooms and water fountains. Jason Thelin seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		
Kelli Law		
Jessica Smuin		
Lon Lott		
Jason Thelin		

H. Ordinance 2022-12: Water Management Program

Shane Sorensen said a water management program is proposed for 2022. The program details the irrigation watering schedule for users and outlines the enforcement of the ordinance including fines.

Motion: Lon Lott moved to approve Ordinance 2022-12 Water Management Program as proposed. Kelli Law seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		
Kelli Law		
Jessica Smuin		
Lon Lott		
Jason Thelin		

VII. STAFF REPORTS

Craig Hall

Alpine City Attorney Craig Hall said the brief that the city was required to file with the court of appeals on the Blue Bison matter was filed on Friday. A hard copy of the final version was dropped off to Council member Jessica Smuin. He said he would be happy to send an email copy to anyone else that wants a copy.

Shane Sorensen

Shane Sorensen thanked Utilities Manager Heidi Jackman for filling in to take minutes.

Shane Sorensen said Mayor Carla Merrill sent out an email to the council that had an attachment that outlines the process for the Saratoga traffic plan. MAG suggested the city use that plan as a model for tasks. He would like to hear the council's feedback on the active transportation plan by Thursday.

Update on city projects:

Legacy Park sprinkler project - is moving forward, and staff are completing this project.

Westfield Road sidewalk project – this project has begun. Staff will be taking out a rock wall near the ditch by the road. The city will be keeping the rocks and are planning to take them to the rodeo grounds.

Cemetery expansion project - has started and the company clearing the brush wants to burn some of the brush as opposed to having it all chipped and hauled off. Chief Brian Patton said he loves fires and has agreed to help us with that. Shane Sorensen said this would be at the north end of the cemetery. This would save the contractor and less traffic on the roads by burning. Jason Thelin said if there is not a cost savings it would be good to recycle it. Kelli Law agreed. Lon Lott said he would prefer to have the brush chipped and put in the park. Shane Sorensen said the chips could be used at Creekside Park in the pine tree beds.

Healey Park improvements – The pavilion will be up within 2 weeks, then work on the playground will begin.

Canyon Crest improvements– working on section that did not have curb and gutter. This should be done in a week or so. Kelli Law wants to know if this will happen at 200 and Eagle View. Shane Sorensen said it will all connect. The city is just waiting for power pole to be moved.

PI rate study – Shane Sorensen said he had received feedback from Jessica Smuin and Greg Gordon on the study. He asked the council if anyone else had feedback to get it to him by next day. Lon Lott said he wanted to discuss some of the feedback Greg Gordon provided at the next council meeting.

Restrictions on fireworks - Last year Alpine City did a complete citywide ban. State law says restrictions must be in place by June 1st. Lon Lott said he wants restricted areas but not eliminate completely but keeping fireworks away from hills. Shane Sorensen said the city can amend it immediately if needed. Fire Chief Brian Patten agreed that residents should be able to do fireworks if they want with restrictions. He believes residents understood the threat last year and will be cautious again this year. Jessica Smuin said she would prefer more restrictions. Kelli Law said he hasn't seen any changes since previous years and thinks we should opt for the same measures from last year. Jason Thelin agreed with Lon Lott. Jessica Smuin thinks if the city uses different language than last year it would be better. Greg Gordon thinks the city should be able to use fireworks. Making sure they clean them up when done. He thinks it may help to keep them down low. Mayor Carla Merrill says keep just minimal restrictions. Craig Hall said he agreed with Lon Lott, Greg Gordon and Jason Thelin.

VIII. COUNCIL COMMUNICATION

Lon Lott

Lon Lott asked what the retaining wall will be on Westfield Road once the rock is out. Shane Sorensen answered cement.

Jessica Smuin

Jessica Smuin said June 4th will be National Trail Day. She suggested gathering at Lambert Park and have different Trail exposure, introduce the trails to new move ins. Educate residents on the kiosks. She would love input from the council and want to start outreaching to the community.

Kelli Law

Kelli Law asked if the new pickleball courts would be installed before Alpine Days this August. Shane Sorensen said the courts will be finished after Alpine Days. If the city waits to install, we could not surface them until spring. Kelli Law said the family dinner for Alpine Days will be Monday August 8th. There has been some schedule changes, but he will keep the council updated. City Council will participate in the Alpine Days parade. We will have candy and shirts provided to be thrown out along the parade route. He asked Chief Brian Patten if the council could use the fire truck as a mode of transportation for the parade. Jessica Smuin said the AYC (Alpine Youth Council) wanted to be before or after City Council on the parade route.

Kelli Law said several residents have been texting him about rumors regarding Blue Bison. The residents have been hearing that Alpine City told Draper City that we wanted a road put in. He was not on the council when this first

happened. He would like to make sure the council is all on the same page. Mayor Carla Merrill said she would give an update on Blue Bison and Draper City in a minute.

Greg Gordon

Greg Gordon suggested the city should do something nice for the 175th anniversary of Alpine Days in 2025.

Jason Thelin

Jason Thelin suggested having all the council get an Alpine Days shirts. He would like to see them on council members at other times besides Alpine Days.

Mayor Carla Merrill

Mayor Carla Merrill said she would like an update on all of the council members assignments they have been given at the next work sessions/council meeting.

Mayor Carla Merrill gave a big thanks to Jessica Smuin and city staff for their help with all the grant applications. Alpine City received nearly \$100K in grant funds for improvements.

Mayor Carla Merrill gave an update on Blue Bison. She spoke with Drapers City administrator David Dobbins and Mayor and City Council members. They said under no uncertain terms that a crash gate would not work for them. They would only do that is if Alpine City took total and complete responsibility for all the liability for that Development going in. She informed them that that would not work for Alpine City either. After informing them of That, Draper City said they would only feel comfortable with either a full road or a private gated community on both sides. She informed Draper City about Alpines City ordinance that does not allow for private gated communities. Drapers City administrator told Mayor Carla Merrill that he had had spoken to Blue Bison and the city administrator told Blue Bison that Draper City would not allow a crash gate. Draper City told Blue Bison to go with their original approved plan with one access point and 30 homes.

Nothing new came up in legislature.

IV. EXECUTIVE SESSION:

None held

Motion: Lon Lott moved to adjourn. Jason Thelin seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

Yes
Greg Gordon
Kelli Law
Jessica Smuin
Lon Lott
Jason Thelin

No

Excused

Adjourned at 8:19 pm

ALPINE CITY COUNCIL PUBLIC MEETING
on **Tuesday, May 17**

Mayor Carla Merrill called the meeting to order at 12:05 pm.

I. Roll Call: Lon Lott, Greg Gordon at anchor location, Jessica Smuin, Kelli Law via Zoom, and excused Jason Thelin.

Staff: Shane Sorensen, Austin Roy, Craig Hall, and Bonnie Cooper

II. ACTION/DISCUSSION ITEMS

A. Property Acquisition

Shane Sorensen suggested moving the meeting to an executive session to discuss property acquisition.

Motion: Lon Lott moved to adjourn to executive session to discuss acquisitions or disposition of real property . Greg Gordon seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		Jason Thelin
Jessica Smuin		
Lon Lott		
Kelli Law		

Adjourned City Council meeting to go into Executive Session at 12:06 pm

III. EXECUTIVE SESSION: Discuss property acquisition

*Kelli Law joined the meeting

Returned from Executive Session to City Council at 12:46 pm

Motion: Greg Gordon moved to adjourn. Lon Lott seconded the motion. There were 5 yes votes, 0 no votes and 0 excused vote as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Greg Gordon		Jason Thelin
Kelli Law		
Jessica Smuin		
Lon Lott		

Adjourned at 12:46 pm

ALPINE CITY
BOND RELEASE FORM
Release No. 4

Thru Period Ending: May 15, 2022

Layton Alpine Subdivision


Location: 200 North/Whitby Woodlands Drive

BOND HOLDER

Item # & Description		Quantity	Units	Unit Price		Total Cost	% Completed This Period**	% Completed To Date**	Total This Period			
SWPPP	Stabilized Construction Entrance	2	EACH	@	\$	3,000.00	\$	6,000.00	0.0%	95.0%	\$	-
SWPPP	Toilet Rental	1	LS	@	\$	1,500.00	\$	1,500.00	0.0%	95.0%	\$	-
SWPPP	Curb Inlet Protection	6	EACH	@	\$	300.00	\$	1,800.00	0.0%	0.0%	\$	-
SWPPP	Seeding of Disturbed Areas	30000	SF	@	\$	0.19	\$	5,700.00	0.0%	40.0%	\$	-
SWPPP	Slope Stabilization on 400 W (1 extra layer of seed and matting)	21000	SF	@	\$	1.19	\$	24,990.00	0.0%	95.0%	\$	-
DIRT	Clear and Grub (Whitby)	84000	SF	@	\$	0.25	\$	21,000.00	0.0%	95.0%	\$	-
DIRT	Cut	975	CY	@	\$	5.00	\$	4,875.00	0.0%	95.0%	\$	-
DIRT	Fill	5503	CY	@	\$	5.00	\$	27,535.00	0.0%	95.0%	\$	-
DIRT	Import Fill	4864	CY	@	\$	18.00	\$	87,552.00	0.0%	95.0%	\$	-
DIRT	Clear and Grub (400 W)	23400	CY	@	\$	0.25	\$	5,850.00	0.0%	95.0%	\$	-
DIRT	Cut (400 W)	2105	CY	@	\$	7.00	\$	14,735.00	0.0%	95.0%	\$	-
DIRT	Traffic Control	1	LS	@	\$	2,000.00	\$	2,000.00	0.0%	95.0%	\$	-
SEWER	8" PVC SDR 35 Sewer Main	580	LF	@	\$	32.59	\$	18,902.20	0.0%	95.0%	\$	-
SEWER	4" PVC Sanitary Sewer Lateral	5	EACH	@	\$	1,200.00	\$	6,000.00	0.0%	95.0%	\$	-
SEWER	48" Sanitary Sewer Manhole	5	EACH	@	\$	3,500.00	\$	17,500.00	0.0%	95.0%	\$	-
SEWER	Sewer Bedding	700	TON	@	\$	19.50	\$	13,650.00	0.0%	95.0%	\$	-
SEWER	Air Testing	5	EACH	@	\$	375.00	\$	1,875.00	0.0%	95.0%	\$	-
SEWER	Clean & Video	580	LF	@	\$	3.75	\$	2,175.00	0.0%	95.0%	\$	-
SEWER	Connect to Existing Sewer	1	EACH	@	\$	800.00	\$	800.00	0.0%	95.0%	\$	-
CUL-WTR	Connect to Existing Waterline	2	EACH	@	\$	500.00	\$	1,000.00	0.0%	95.0%	\$	-
CUL-WTR	8" PVC C900 DR18 Culinary Waterline	740	LF	@	\$	35.18	\$	26,033.20	0.0%	95.0%	\$	-
CUL-WTR	6" PVC C900 DR18 Culinary Waterline	40	LF	@	\$	30.67	\$	1,226.80	0.0%	95.0%	\$	-
CUL-WTR	1" CTS Poly Culinary Services	5	EACH	@	\$	1,788.16	\$	8,940.80	0.0%	95.0%	\$	-
CUL-WTR	8" CW MJ Bend	6	EACH	@	\$	410.82	\$	2,464.92	0.0%	95.0%	\$	-
CUL-WTR	5' Bury Fire Hydrant	2	EACH	@	\$	3,968.80	\$	7,937.60	0.0%	95.0%	\$	-
CUL-WTR	8"x6" Tee	2	EACH	@	\$	652.50	\$	1,305.00	0.0%	95.0%	\$	-
CUL-WTR	6" Flg/MJ Gate Valve	2	EACH	@	\$	1,058.62	\$	2,117.24	0.0%	95.0%	\$	-
CUL-WTR	8" MJ Gate Valve	1	EACH	@	\$	1,618.50	\$	1,618.50	0.0%	95.0%	\$	-
CUL-WTR	Valve Box	4	EACH	@	\$	100.00	\$	400.00	0.0%	95.0%	\$	-
CUL-WTR	8" Megalug	22	EACH	@	\$	93.95	\$	2,066.90	0.0%	95.0%	\$	-
CUL-WTR	6" Megalug	4	EACH	@	\$	71.61	\$	286.44	0.0%	95.0%	\$	-
CUL-WTR	Thrust Block	12	EACH	@	\$	240.00	\$	2,880.00	0.0%	95.0%	\$	-
CUL-WTR	Locate Wire & Tape	1000	LF	@	\$	0.75	\$	750.00	0.0%	95.0%	\$	-
CUL-WTR	Waterline Bedding	640	TON	@	\$	19.50	\$	12,480.00	0.0%	95.0%	\$	-
CUL-WTR	8" MJ Sleeve	1	EACH	@	\$	338.65	\$	338.65	0.0%	95.0%	\$	-
CUL-WTR	Testing & Flushing	1	LS	@	\$	2,000.00	\$	2,000.00	0.0%	95.0%	\$	-
CUL-WTR	Misc	1	LS	@	\$	500.00	\$	500.00	0.0%	95.0%	\$	-
CUL-WTR	Temp Blowoff	1	EACH	@	\$	1,750.00	\$	1,750.00	0.0%	95.0%	\$	-
SEC-WTR	Hot tap 12x6	1	EACH	@	\$	5,000.00	\$	5,000.00	0.0%	95.0%	\$	-
SEC-WTR	6" PVC C900 DR18 Pressurized Irrigation Line	120	LF	@	\$	45.67	\$	5,480.40	0.0%	95.0%	\$	-
SEC-WTR	6" PVC C900 DR18 Pressurized Irrigation Line	820	LF	@	\$	30.67	\$	25,149.40	0.0%	95.0%	\$	-
SEC-WTR	8"x6" MJ Reducer	1	EACH	@	\$	306.20	\$	306.20	0.0%	95.0%	\$	-
SEC-WTR	6" MJ Gate Valve	2	EACH	@	\$	1,161.10	\$	2,322.20	0.0%	95.0%	\$	-
SEC-WTR	4" Drain	1	EACH	@	\$	2,858.00	\$	2,858.00	0.0%	95.0%	\$	-
SEC-WTR	6" MJ Bends	8	EACH	@	\$	326.10	\$	2,608.80	0.0%	95.0%	\$	-
SEC-WTR	8" Mega Lug	1	EACH	@	\$	93.95	\$	93.95	0.0%	95.0%	\$	-
SEC-WTR	6" Mega Lug	18	LF	@	\$	71.61	\$	1,288.98	0.0%	95.0%	\$	-
SEC-WTR	Thrust Block	12	LF	@	\$	240.00	\$	2,880.00	0.0%	95.0%	\$	-
SEC-WTR	PI Bedding	800	TON	@	\$	19.50	\$	15,600.00	0.0%	95.0%	\$	-
SEC-WTR	Locate Wire & Tape	1400	LF	@	\$	0.75	\$	1,050.00	0.0%	95.0%	\$	-
SEC-WTR	Testing & Flushing	1	LS	@	\$	1,000.00	\$	1,000.00	0.0%	95.0%	\$	-
SEC-WTR	Connect to Existing	1	EACH	@	\$	500.00	\$	500.00	0.0%	95.0%	\$	-
SEC-WTR	1" PI Service	5	EACH	@	\$	1,361.11	\$	6,805.55	0.0%	95.0%	\$	-
SEC-WTR	Traffic Control	1	LS	@	\$	2,500.00	\$	2,500.00	0.0%	95.0%	\$	-
SEC-WTR	Road Cut Permit	1	EACH	@	\$	1,000.00	\$	1,000.00	0.0%	95.0%	\$	-
SEC-WTR	Valve Boxes	2	EACH	@	\$	100.00	\$	200.00	0.0%	95.0%	\$	-
STORM	15" ADS Pipe	740	LF	@	\$	40.70	\$	30,118.00	0.0%	95.0%	\$	-
STORM	60" Storm Drain Manhole	2	EACH	@	\$	3,572.00	\$	7,144.00	0.0%	95.0%	\$	-
STORM	48" Storm Drain Manhole	3	EACH	@	\$	3,185.00	\$	9,555.00	0.0%	95.0%	\$	-
STORM	Pre-treatment 60"	1	EACH	@	\$	5,652.00	\$	5,652.00	0.0%	95.0%	\$	-
STORM	Snout	1	EACH	@	\$	700.00	\$	700.00	0.0%	95.0%	\$	-
STORM	60" Pour In-place Manhole	1	EACH	@	\$	4,680.00	\$	4,680.00	0.0%	95.0%	\$	-
STORM	Overflow Box	1	EACH	@	\$	7,940.00	\$	7,940.00	0.0%	95.0%	\$	-
STORM	60" Sump	1	EACH	@	\$	7,280.00	\$	7,280.00	0.0%	95.0%	\$	-
STORM	2x3x5 Curb Inlet Box	6	EACH	@	\$	2,500.00	\$	15,000.00	0.0%	95.0%	\$	-
STORM	Pipe Collars	30	EACH	@	\$	125.00	\$	3,750.00	0.0%	95.0%	\$	-
STORM	Bedding	700	TON	@	\$	19.50	\$	13,650.00	0.0%	95.0%	\$	-
STORM	Air Testing	7	EACH	@	\$	375.00	\$	2,625.00	0.0%	95.0%	\$	-
STORM	Clean & Video	740	LS	@	\$	3.75	\$	2,775.00	0.0%	95.0%	\$	-
STORM	Detention Basin	1	LS	@	\$	21,650.00	\$	21,650.00	0.0%	95.0%	\$	-
STORM	Connect to Existing	1	EACH	@	\$	750.00	\$	750.00	0.0%	95.0%	\$	-
CONCRETE	24" Curb and Gutter APWA Type A (incl road base)	1560	LF	@	\$	18.50	\$	28,860.00	0.0%	95.0%	\$	-
CONCRETE	Concrete Sidewalk (4' Wide X 5" Thick)	6300	SF	@	\$	5.75	\$	36,225.00	0.0%	0.0%	\$	-
CONCRETE	Curb Inlet Tie-ins	6	EACH	@	\$	550.00	\$	3,300.00	0.0%	95.0%	\$	-
CONCRETE	Mobilization	2	EACH	@	\$	750.00	\$	1,500.00	0.0%	50.0%	\$	-
CONCRETE	Concrete Sidewalk (5' Wide X 5" Thick) - 400 W	1800	SF	@	\$	5.75	\$	10,350.00	0.0%	46.4%	\$	-
CONCRETE	Concrete Sidewalk (4' Wide X 5" Thick) - 400 W	1440	SF	@	\$	5.75	\$	8,280.00	0.0%	95.0%	\$	-
CONCRETE	Mobilization (400 W)	1	LS	@	\$	750.00	\$	750.00	0.0%	95.0%	\$	-
CONCRETE	Parking Pad (5" thick)	500	SF	@	\$	6.00	\$	3,000.00	0.0%	0.0%	\$	-
CONCRETE	Cut Existing Concrete	30	LF	@	\$	10.00	\$	300.00	0.0%	0.0%	\$	-
ASPHALT	3" Hot Mix Asphalt	29600	SF	@	\$	1.40	\$	41,440.00	95.0%	95.0%	\$	39,368.00
ASPHALT	8" Road Base	29600	SF	@	\$	1.00	\$	29,600.00	0.0%	95.0%	\$	-
ASPHALT	12" Sub-base	33100	SF	@	\$	1.00	\$	33,100.00	0.0%	95.0%	\$	-
ASPHALT	Concrete Manhole Collars	12	EACH	@	\$	675.00	\$	8,100.00	0.0%	0.0%	\$	-
ASPHALT	Concrete Valve Collars	8	EACH	@	\$	475.00	\$	3,800.00	0.0%	0.0%	\$	-
ASPHALT	Sawcut Asphalt	160	LF	@	\$	2.50	\$	400.00	0.0%	95.0%	\$	-
ASPHALT	Asphalt Removal	7200	SF	@	\$	0.25	\$	1,800.00	0.0%	95.0%	\$	-
MISC	Street Signs	2	EACH	@	\$	1,500.00	\$	3,000.00	0.0%	0.0%	\$	-
MISC	Mail Box and Pad, Per Postmaster	1	EACH	@	\$	3,500.00	\$	3,500.00	0.0%	0.0%	\$	-

10% Warranty Amount	\$	767,752.73	Previously Released: \$	624,422.84
TOTAL BOND AMOUNT	\$	76,775.27		
Total Released to Date	\$	844,528.00	This Release: \$	39,368.00
TOTAL BOND REMAINING	\$	663,790.84		
	\$	180,737.16		

At the discretion of the city, up to 95% of the Base Bid Total may be released as partial payments and 100% of the Base Bid Total will be released at final inspection. The 10% Warranty Amount will be held for the one year warranty period.

_____ Will Jones Developer	_____ Date
_____ Carla Merrill Mayor	_____ Date
_____  Jed Muhlestein, P.E. City Engineer	_____ 5/20/2022 Date
_____ City Council (by Bonnie Cooper - City Recorder)	_____ Date

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of Parks Maintenance Equipment Pre-Order for FY2023

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approve the pre-order of parks maintenance equipment for FY2023.

BACKGROUND INFORMATION:

With the ongoing issues of procuring equipment, city staff is requesting approval to pre-order equipment for FY2023, including the following:

- Small Lawnmower – John Deere Z945M EFI ZTrack - \$12,722.42
- Parks Maintenance Vehicle – John Deere Gator XUV835M - \$23,225.58

If approved, the City would provide a purchase order to Stotz Equipment for the two pieces of equipment. Payment would not be required until delivery, which will be in FY2023. Both pieces of equipment were included in the FY2023 budget, which was recently adopted by the City Council.

STAFF RECOMMENDATION:

Approve the pre-order of the equipment requested for FY2023.

SAMPLE MOTION TO APPROVE:

I move to approve the pre-order of the parks maintenance equipment as outlined for FY2023.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve the pre-order of the parks maintenance equipment as outlined for FY2023, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the pre-order of the parks maintenance equipment as outlined for FY2023 based on the following:

- ***Insert Finding***

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Phillip Miller

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065

Tel: 801-966-4231
Mobile Phone: 801-850-2166
Fax: 801-966-4313
Email: phillmiller@stotzeq.com

- Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
 - ☐ Signature
 - ☐ Shipping address
 - ☐ Billing address
 - ☐ Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

Quote Summary
Prepared For:

ALPINE CITY
20 N MAIN ST
ALPINE, UT 84004
Business: 801-756-6347
cal@alpinecity.org

Delivering Dealer:

Stotz Equipment
Phillip Miller
14750 South Pony Express Rd
Bluffdale, UT 84065
Phone: 801-966-4231
Mobile: 801-850-2166
phillmiller@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote ID: 26292564
Created On: 21 March 2022
Last Modified On: 21 March 2022
Expiration Date: 22 April 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2022)	\$ 23,225.58 X	1 =	\$ 23,225.58
Contract: UT Grounds Maintenance Equip MA2184 (PG 3A CG 22)			
Price Effective Date: March 18, 2022			

Equipment Total **\$ 23,225.58**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 23,225.58
Trade In	
SubTotal	\$ 23,225.58
Est. Service Agreement Tax	\$ 0.00
Total	\$ 23,225.58
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 23,225.58

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 26292564 **Customer Name:** ALPINE CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2022)

Hours:

Stock Number:

Contract: UT Grounds Maintenance Equip MA2184 (PG 3A CG 22)

Selling Price *
\$ 23,225.58

Price Effective Date: March 18, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57K3M	GATOR™ XUV835M HVAC (Model Year 2022)	1	\$ 25,099.00	14.60	\$ 3,664.45	\$ 21,434.55	\$ 21,434.55
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
1060	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Steel Wheels	1	\$ 695.00	14.60	\$ 101.47	\$ 593.53	\$ 593.53
2030	Split Bench Seat - Yellow Vinyl	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 490.00	14.60	\$ 71.54	\$ 418.46	\$ 418.46
3100	Manual Lift	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
4024	OSR - Cab Doors	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
4039	Black Roof with Headliner	1	\$ 160.00	14.60	\$ 23.36	\$ 136.64	\$ 136.64
4199	Less Rear Package	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
4249	Less Guards	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
6349	Less Winch	1	\$ 0.00	14.60	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,345.00		\$ 196.37	\$ 1,148.63	\$ 1,148.63
Dealer Attachments/Non-Contract/Open Market							
BM26390	Windshield Washer Kit	1	\$ 148.73	14.60	\$ 21.71	\$ 127.02	\$ 127.02
BM26477	Rear View Mirror	1	\$ 101.66	14.60	\$ 14.84	\$ 86.82	\$ 86.82
BUC10310	Side Mirrors (open station & cab doors)	1	\$ 196.89	14.60	\$ 28.75	\$ 168.14	\$ 168.14
BUC10809	Front Attachment Harness	1	\$ 181.90	14.60	\$ 26.56	\$ 155.34	\$ 155.34



JOHN DEERE

Selling Equipment



Quote Id: 26292564 Customer Name: ALPINE CITY

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

BUC10608 Front Turn Signal Light Kit	1	\$ 92.01	14.60	\$ 13.43	\$ 78.58	\$ 78.58
BM26391 Horn Kit	1	\$ 31.03	14.60	\$ 4.53	\$ 26.50	\$ 26.50
Dealer Attachments Total		\$ 752.22		\$ 109.82	\$ 642.40	\$ 642.40
Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price		\$ 27,196.22		\$ 3,970.64	\$ 23,225.58	\$ 23,225.58

Quote Summary

Prepared For:

ALPINE CITY
20 N MAIN ST
ALPINE, UT 84004
Business: 801-756-6347
cal@alpinecity.org

Prepared By:

Phillip Miller
Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
Phone: 801-966-4231
Mobile: 801-850-2166
phillmiller@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote Id: 26608573
Created On: 03 May 2022
Last Modified On: 03 May 2022
Expiration Date: 30 June 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z945M EFI ZTrak	\$ 12,722.42 X	1 =	\$ 12,722.42
Equipment Total			\$ 12,722.42

Quote Summary

Equipment Total	\$ 12,722.42
SubTotal	\$ 12,722.42
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,722.42
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,722.42

Salesperson : X _____

Accepted By : X _____

Quote Id: 26608573

Customer: ALPINE CITY

JOHN DEERE Z945M EFI ZTrak

Hours:

Stock Number:

Code	Description	Qty
2511TC	Z945M EFI ZTrak	1

Standard Options - Per Unit

001A	United States/Canada	1
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1
1504	60 In. Side Discharge Mower Deck	1
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance 2022-14: Restrictions on the Use of Fireworks within Certain Areas of Alpine

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approve Ordinance 2022-14 – Restrictions on the Use of Fireworks within Certain Areas of Alpine.

BACKGROUND INFORMATION:

In anticipation of another summer with drought conditions, the fire chief and city staff are recommending restrictions on where fireworks can be discharged within Alpine. The recommended map is the same fireworks restriction map that was adopted in 2020 and several previous years. Fireworks were banned city-wide in 2021. A city-wide fireworks ban is not currently being recommended.

STAFF RECOMMENDATION:

Approve Ordinance 2022-14 restricting the use of fireworks within certain area of Alpine.

SAMPLE MOTION TO APPROVE:

I move to approve Ordinance 2022-14 – Restrictions on the Use of Fireworks within Certain Areas of Alpine.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve Ordinance 2022-14 – Restrictions on the Use of Fireworks within Certain Areas of Alpine, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny Ordinance 2022-14 – Restrictions on the Use of Fireworks within Certain Areas of Alpine based on the following:

- ***Insert Finding***

ALPINE CITY

ORDINANCE NO. 2022-14

**AN ORDINANCE ADOPTING RESTRICTIONS ON THE USE OF FIREWORKS WITHIN
CERTAIN AREAS OF THE CORPORATE LIMITS OF ALPINE CITY**

WHEREAS, in 2011 the Utah Legislature modified the State law by amending the types of fireworks that may be discharged in Utah; and

WHEREAS, in 2018 State law changed the dates allowed for discharge; and

WHEREAS, there currently is, and may be in the future, an increasing extreme high risk of fire during the times when fireworks are allowed to be discharged; and

WHEREAS, the District's Fire Marshall has recommended that fireworks be restricted in certain parts of the City; and

WHEREAS, the City Council finds it is in the best interest of the municipality and the general health, safety and welfare of the public that this Ordinance should be passed.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THIS MUNICIPALITY
AS FOLLOWS:**

1. DEFINITION. All terms relating to fireworks used in this ordinance shall have the same meaning as they are defined in *Utah Code Ann.* § 53-7-202 of the Utah Fire Prevention Act.

2. SALE, DISCHARGE AND POSSESSION OF CERTAIN FIREWORKS RESTRICTED.

a. It is unlawful for any person to sell or offer for retail sale, to ignite, or to discharge, or to have in their possession any fireworks in this municipality, other than class C common Utah State approved explosives used in accordance with, and only on the dates allowed, by *Utah Code Ann.* § 53-7-220 through 225; the rules adopted pursuant thereto; and this Ordinance, except as otherwise permitted by State law; and

b. Pursuant to *Utah Code Ann.* § 55-5-202.5; due to unusually extreme hazardous fire conditions in certain portions of the municipality, the discharge of any and all fireworks is prohibited within the areas outlined and more particularly identified on "Exhibit A", attached hereto and incorporate herein by reference.

3. PUBLIC DISPLAYS. This ordinance and restrictions contained herein do not apply to the City's Alpine Days Celebration because of adequate fire prevention preparations.

4. ENFORCEMENT.

a. Every officer charged with enforcement of State and municipal laws, including the Fire Marshal, is hereby charged with the responsibility to enforce this Ordinance; and

b. Fireworks possessed, sold or offered for sale in violation of this Ordinance may be seized and destroyed and the license of the person selling or offering fireworks for sale may be revoked.

5. PUNISHMENT. Violation of this Ordinance shall be a Class B misdemeanor punishable by both fine and imprisonment as set forth in Utah law.

6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passing and shall expire unless extended by an affirmative vote of the City Council at 11:59 p.m. on December 1, 2022.

PASSED AND APPROVED this 24th day of May, 2022.

ALPINE CITY COUNCIL

By: _____
Carla Merrill, Mayor

[SEAL]

VOTING:

Jessica Smuin	Yea	___	Nay	___
Lon Lott	Yea	___	Nay	___
Jason Thelin	Yea	___	Nay	___
Kelli Law	Yea	___	Nay	___
Greg Gordon	Yea	___	Nay	___

ATTEST:

Bonnie Gordon
City Recorder

Exhibit “A”

Areas Restricted for Use of Fireworks

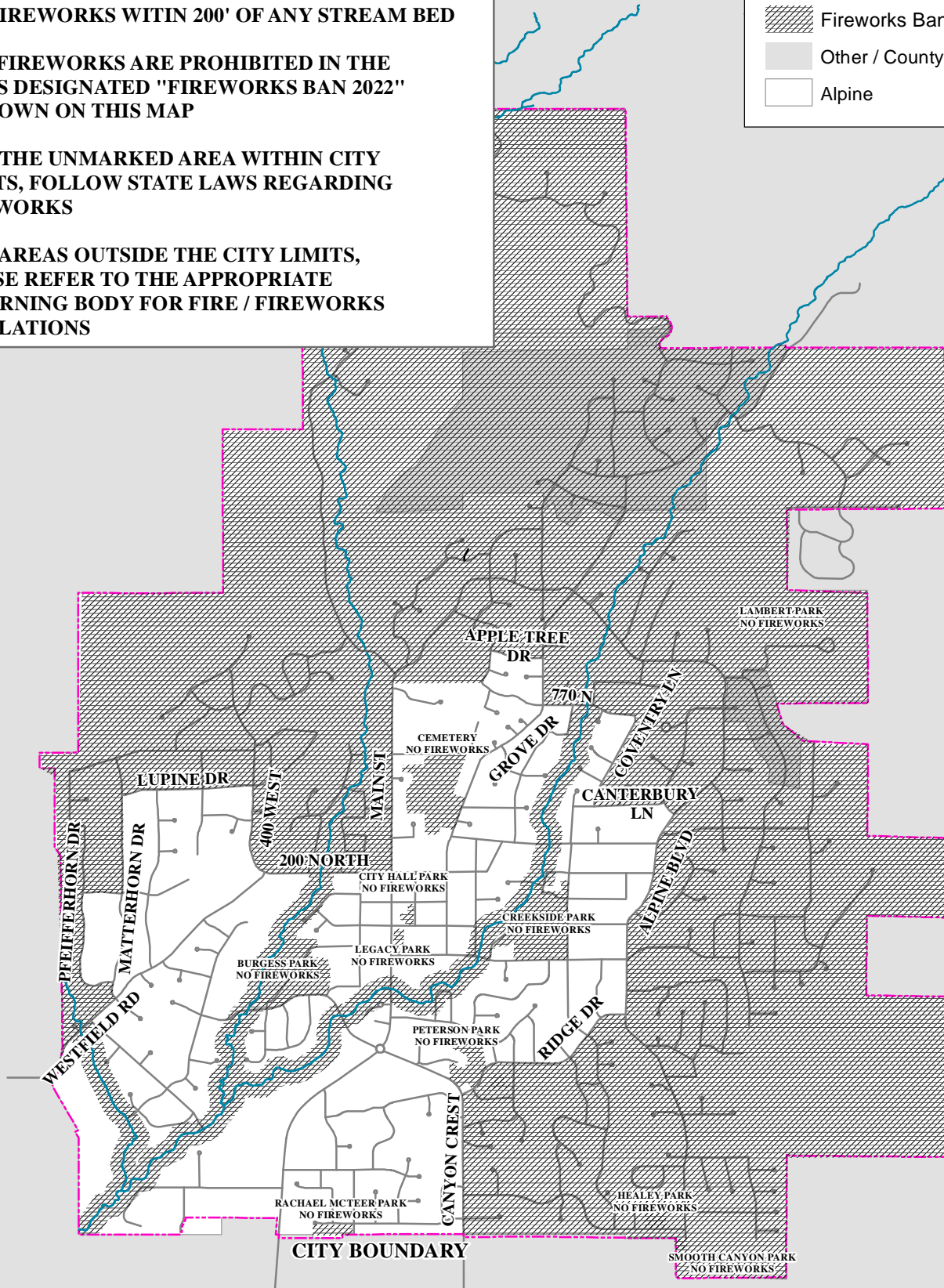
City of Alpine, Utah

FIRE RESTRICTIONS EFFECTIVE 5/24/22:

- NO FIREWORKS IN CITY PARKS
- NO FIREWORKS WITHIN 200' OF ANY STREAM BED
- ALL FIREWORKS ARE PROHIBITED IN THE AREAS DESIGNATED "FIREWORKS BAN 2022" AS SHOWN ON THIS MAP
- FOR THE UNMARKED AREA WITHIN CITY LIMITS, FOLLOW STATE LAWS REGARDING FIREWORKS
- FOR AREAS OUTSIDE THE CITY LIMITS, PLEASE REFER TO THE APPROPRIATE GOVERNING BODY FOR FIRE / FIREWORKS REGULATIONS

Legend

- Fort Creek & Dry Creek
- Fireworks Ban 2022
- Other / County / F.S. Lands
- Alpine



Alpine City FIRE RESTRICTIONS 2022



ADOPTED BY ALPINE
CITY COUNCIL 5-24-2022

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance 2022-07A: Revision to the Establishment of Advisory Boards

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review and adopt Ordinance 2022-07A – a revision to the ordinance establishing advisory boards.

BACKGROUND INFORMATION:

In February, the City Council adopted Ordinance 2022-07 for establishing advisory boards. As ordinances were being prepared for the establishment of the first two advisory boards, it was evident that some revisions needed to be made to the original ordinance. The revised ordinance is included as Ordinance 2022-07A.

STAFF RECOMMENDATION:

Consider approval of Ordinance 2022-07A establishing advisory boards, including rules and guidelines for governance of the boards.

SAMPLE MOTION TO APPROVE:

I move to approve Ordinance 2022-07A establishing advisory boards, including rules and guidelines for governance of the boards.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve Ordinance 2022-07A establishing advisory boards, including rules and guidelines for governance of the boards, with the following conditions/changes:

- **insert finding**

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny Ordinance 2022-07A.

ORDINANCE 2022-07A

ORDINANCE ESTABLISHING THE ADVISORY BOARDS AND ESTABLISHING RULES AND GUIDELINES FOR THE GOVERNANCE OF THE BOARDS

WHEREAS, local government benefits from the active participation of its residents and citizens; and

WHEREAS, it has been proposed that advisory boards be established to focus attention on the City's heritage with the purpose of enhancing public participation in the area of emphasis; and

WHEREAS, the selection and confirmation of advisory members who have special talents, skills, and interest in the scope and purpose of the various boards, will enhance the quality of life in the City.

NOW, THEREFORE, be it ordained by the City Council of Alpine City that a new Title 3.24 be adopted pertaining to advisory boards be enacted to read as follows:

3.24.010. Creation of Citizen Committees. The Advisory Boards are established to serve the citizens of Alpine City. Each board shall be separately established in conformity with the following guidelines.

3.24.020. Composition: Each committee shall be composed of five (5) members, all of whom shall be appointed by the Mayor with the advice and consent of the City Council. All of the members of the committee shall be residents of the City.

3.24.030. Compensation: Members are not entitled to compensation for service on the committee.

3.24.030. Term: Removal/Vacancies: The members of the committee shall serve for a term of three (3) years and may be removed by the Mayor for cause. The members may serve successive terms. Initial appointments shall be staggered terms.

3.24.040. Rules of Procedure, Meetings. The committee shall formulate its own rules for selection of a chair, the time, place and manner of calling of meetings, and other procedural matters; provided, that there shall be at least quarterly. All meetings must be open to the public and comply with the noticing requirements of the Utah Open Meetings Act.

ADOPTED this ____ day of May, 2022.

ALPINE CITY

Carla Merrill
Mayor

[SEAL]

VOTING:

Jessica Smuin	Yea ____	Nay ____
Lon Lott	Yea ____	Nay ____
Jason Thelin	Yea ____	Nay ____
Kelli Low	Yea ____	Nay ____
Greg Gordon	Yea ____	Nay ____

ATTEST:

Bonnie Cooper
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of May, 2022.

RECORDED this ____ day of May, 2022.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance 2022-15: Establishing the Main Street Committee

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: Mayor Merrill

ACTION REQUESTED BY PETITIONER: Establish the Main Street Committee.

BACKGROUND INFORMATION:

Mayor Merrill is proposing to establish a Main Street Committee. As written, Ordinance 2022-15 would establish the committee highlighted as follows:

- Committee consisting of 5 members, at least one of which would be a city council member and the remaining members would be volunteers appointed by the mayor with the advice and consent of the city council.
- The members will be appointed to staggered terms of three years.
- The committee will meet at least quarterly.
- The committee will act in an advisory and voluntary capacity to suggest beautification projects for the Main Street corridor in Alpine City.
- The committee shall prepare a Main Street Master Plan which will be presented to the planning commission and city council for approval.
- Once a Main Street Master Plan has been adopted, the committee will perform other duties related to implementing the plan, including recommending projects, applying for grants to carry out projects, seeking sponsors from the private sector and other related duties outlined in the ordinance.

STAFF RECOMMENDATION:

Approve Ordinance 2022-15 establishing the Main Street Committee.

SAMPLE MOTION TO APPROVE:

I move that Ordinance 2022-15 be approved establishing the Main Street Committee.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move that Ordinance 2022-15 be approved establishing the Main Street Committee with the following conditions/changes:

- ****insert finding****

SAMPLE MOTION TO TABLE/DENY:

I move that Ordinance 2022-15 be tabled/denied.

ORDINANCE _____

ORDINANCE ESTABLISHING THE MAIN STREET ADVISORY BOARD AND ESTABLISHING RULES AND GUIDELINES FOR THE GOVERNANCE OF THE BOARD

WHEREAS, local government benefits from the active participation of its residents and citizens; and

WHEREAS, it has been proposed that advisory board be established to focus attention on Main Street with the purpose of enhancing public participation in the area of emphasis; and

WHEREAS, the selection and confirmation of advisory members who have special talents, skills, and interest in the scope and purpose of the various boards, will enhance the quality of life in the City.

NOW, THEREFORE, be it ordained by the City Council of Alpine City that a new Title 3.24 be adopted pertaining to advisory boards be enacted to read as follows:

3.24.1.010. **Created:** there is created the Main Street Advisory Board.

3.24.1.020. **Mission Powers and Duties:**

3.24.1.021. Chairperson: The members of the committee shall appoint one of the members as chairperson, subject to being ratified by the city council. The chairperson shall serve for a term of one year, which term may be renewed. The chairperson shall oversee the proceedings and activities of the committee. The members of the committee shall also appoint one of the members as a vice-chairman and another as secretary. The vice-chairman and secretary shall also serve for a term of one year, which term may be renewed.

3.24.1.022. Rules: The committee may adopt, subject to approval by the city council by resolution, reasonable rules and regulations in accordance with this section for governing the conduct of its business.

3.24.1.023. Meetings: The committee shall meet at least quarterly on a date established by the committee in its annual schedule.

3.24.1.024. Duties: It shall be the duty of the committee to act in an advisory and voluntary capacity to suggest beautification projects for the Main Street corridor in Alpine City, including, but not limited to, the following:

3.24.1.024.1. Review and recommend appropriate changes and updates to the Main Street master plan to the city council and planning commission;

3.24.1.024.2. Recommend projects, legislation, policies, funding allocations, and other measures, programs, or activities for the development of city ordinances and building guidelines;

3.24.1.024.3. Carry out projects, programs, or activities as directed by the city council;

3.24.1.024.4. Apply for necessary grants for funding of Main Street projects; and

3.24.1.024.5. Initiate, sponsor, and promote involvement, activities, and contributions by the private sector for the Main Street improvements.

3.24.1.024.6. Removal: The mayor may remove any member of the committee for cause.

ADOPTED this ____ day of May, 2022.

ALPINE CITY

Carla Merrill
Mayor

[SEAL]

VOTING:

Jessica Smuin	Yea ____	Nay ____
Lon Lott	Yea ____	Nay ____
Jason Thelin	Yea ____	Nay ____
Kelli Low	Yea ____	Nay ____
Greg Gordon	Yea ____	Nay ____

ATTEST:

Bonnie Cooper
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of May, 2022.

RECORDED this ____ day of May, 2022.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance 2022-16: Establishing the Historic Preservation Commission

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: Mayor Merrill

ACTION REQUESTED BY PETITIONER: Establish the Historic Preservation Commission.

BACKGROUND INFORMATION:

Mayor Merrill is proposing to establish a Historic Preservation Commission. As written, Ordinance 2022-16 would establish the commission highlighted as follows:

- Commission consisting of at least 5 members appointed by the mayor with the advice and consent of the city council.
- The members will be appointed to staggered terms of three years.
- The commission will meet at least twice per year.
- The commission would perform duties as outlined in the ordinance.

STAFF RECOMMENDATION:

Approve Ordinance 2022-16 establishing the Historic Preservation Commission.

SAMPLE MOTION TO APPROVE:

I move that Ordinance 2022-16 be approved establishing the Historic Preservation Commission.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move that Ordinance 2022-16 be approved establishing the Historic Preservation Commission with the following conditions/changes:

- ****insert finding****

SAMPLE MOTION TO TABLE/DENY:

I move that Ordinance 2022-16 be tabled/denied.

ORDINANCE NO.2022-_____

AN ORDINANCE ESTABLISHING A HISTORIC PRESERVATION COMMISSION TO SURVEY AND INVENTORY COMMUNITY HISTORIC RESOURCES, TO REVIEW PROPOSED NOMINATIONS TO THE NATIONAL REGISTER OF HISTORIC PLACES, TO REVIEW APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS, TO PROVIDE ADVICE AND INFORMATION TO CITY OFFICIALS AND OTHER GOVERNMENTAL OFFICIALS AND TO SUPPORT ENFORCEMENT OF STATE HISTORIC PRESERVATION LAWS.

BE IT ORDAINED BY THE CITY COUNCIL OF ALPINE CITY, UTAH COUNTY, STATE OF UTAH, AS FOLLOWS:

SECTION 1: Purpose. Alpine City recognizes that the historical heritage of the community is among its most valued and important assets. It is therefore the intent of Alpine to identify, preserve, protect and enhance historic buildings, structures, sites, objects, and districts lying within the city limits of Alpine City.

SECTION 2: Historic Preservation Commission. A Historic Preservation Commission is hereby established by Alpine City with the following provisions:

- a. The commission shall consist of at least five (5) members.
- b. All commission members must have a demonstrated interest, knowledge, or experience in the fields related to historic preservation.
- c. To the extent available in the community, at least two (2) members of the commission shall be professionals in fields related to historic preservation (i.e., history, architectural history, archaeology, historic architecture, or planning).
- d. Commission meetings shall be held at least twice a year and conduct business in accordance with the Open Public Meeting laws of Utah. This includes public notification of meeting place, time and agenda items.
- e. Written minutes of each commission meeting shall be prepared and made available for public inspection.

SECTION 3: Commission Duties. The Historic Preservation Commission shall have the following duties.

- a. Advise the City Council and other interested parties in the community on matters related to historic preservation and history.
- b. Coordinate with other City entities and community organizations related to the community's history and cultural affairs.
- c. Conduct surveys of local historic properties in compliance with standards set by the State Historic Preservation Office.
- d. Support the enforcement of all state and local legislation relating to historic preservation.
- e. Maintain an inventory of surveyed historic properties, including site forms and related support materials, in a publicly accessible location.
- f. Participate in planning and land-use processes undertaken by the City that have the potential to affect historic properties.
- g. Promote and conduct educational and interpretive programs related to the community's history and historic properties.
- h. Review and comment to the State Historic Preservation Office regarding all proposed National Register nominations of properties in the community. Local review is allowed a minimum of 60 days.
- i. Apply for and administer grants and other financial aid for historic preservation and history-related projects in the city.

Recommended Amendments

SECTION 4: Standards for Rehabilitation and Design Guidelines. The following standards and guidelines shall be used by the Historic Preservation Commission in advising the City Council and other parties on the appropriate treatment of historic properties

- A. Standards for Rehabilitation.** These standards apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.
1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- B. General Design Guidelines.** These Guidelines expand on some of the concepts articulated in the Standards in Section 4A.
- 1. Historic Sites, Historic Buildings, and Contributing Buildings in Historic Districts.**
 - a. Avoid demolition of historic and contributing buildings. They are a finite resource and cannot be replaced.
 - b. Vacant buildings should be weather- and vandal-proofed in order to minimize further deterioration and the threat to public safety.

- c. Rehabilitation work, especially on the exterior and the principal facade, should preserve existing historic features or replace them, if absolutely necessary, with features and materials known to have existed on the building. Avoid “dressing up” buildings by adding features based on speculation.
- d. Avoid moving buildings whenever possible, especially to create artificial groupings of historic buildings. If buildings must be moved, the new site should be similar to the original site, and the original setback and orientation of the building on the lot should be replicated.

2. Additions to Historic Buildings and New Construction Within an Historic District.

- a. New additions to historic buildings should be subordinate to the original building, that is, lower in height, attached to the rear or set back along the side, and subordinate in scale and architectural detailing.
- b. Height, width, setback, roof shape, and the overall scale and massing of new buildings within a historic district should be compatible with surrounding historic buildings and the overall streetscape.
- c. Materials on at least the primary facade(s) should be similar to original materials on facades of surrounding historic buildings (usually brick, stucco, stone, or wood siding, depending on the specific characteristics of the district).
- d. Architectural details (including wood or metal trim, porches, cornices, arches, window and door features, etc.) should be compatible with but not replicate historic features on surrounding historic buildings.
- e. Window and door openings should be similar in size and orientation (vertical or horizontal) to openings on historic buildings and should take up about the same percentage of the overall facade as those on surrounding historic buildings.
- f. Proportion of Principal Facades. The relationship of the width to the height of the principal elevations shall be in scale with surrounding structures and streetscape. Wider new buildings can be divided into segments that more closely resemble the facade widths of historic buildings.
- g. Roof Shape. The roof shape of a building shall be visually compatible with the surrounding structures and streetscape. Unusual roof shapes, pitches, and colors are discouraged.

Model Historic Preservation Ordinance
(Updated 01/2021)

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A HISTORIC PRESERVATION COMMISSION TO SURVEY AND INVENTORY COMMUNITY HISTORIC RESOURCES, TO REVIEW PROPOSED NOMINATIONS TO THE NATIONAL REGISTER OF HISTORIC PLACES, TO REVIEW APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS, TO PROVIDE ADVICE AND INFORMATION TO CITY OFFICIALS AND OTHER GOVERNMENTAL OFFICIALS AND TO SUPPORT ENFORCEMENT OF STATE HISTORIC PRESERVATION LAWS.

BE IT ORDAINED BY THE CITY COUNCIL OF Anytown, ANY COUNTY, STATE OF UTAH, AS FOLLOWS:

SECTION 1: Purpose. Anytown City recognizes that the historical heritage of the community is among its most valued and important assets. It is therefore the intent of Anytown to identify, preserve, protect and enhance historic buildings, structures, sites, objects, and districts lying within the city limits of Anytown City.

SECTION 2: Historic Preservation Commission. A Historic Preservation Commission is hereby established by Anytown City with the following provisions:

- a. The commission shall consist of at least five (5) members.
- b. All commission members must have a demonstrated interest, knowledge, or experience in the fields related to historic preservation.
- c. To the extent available in the community, at least two (2) members of the commission shall be professionals in fields related to historic preservation (i.e., history, architectural history, archaeology, historic architecture, or planning).
- d. Commission meetings shall be held at least twice a year and conduct business in accordance with the Open Public Meeting laws of Utah. This includes public notification of meeting place, time and agenda items.
- e. Written minutes of each commission meeting shall be prepared and made available for public inspection.

SECTION 3: Commission Duties. The Historic Preservation Commission shall have the following duties.

- a. Advise the City Council and other interested parties in the community on matters related to historic preservation and history.
- b. Coordinate with other City entities and community organizations related to the community's history and cultural affairs.
- c. Conduct surveys of local historic properties in compliance with standards set by the State Historic Preservation Office.
- d. Support the enforcement of all state and local legislation relating to historic preservation.
- e. Maintain an inventory of surveyed historic properties, including site forms and related support materials, in a publicly accessible location.
- f. Participate in planning and land-use processes undertaken by the City that have the potential to affect historic properties.
- g. Promote and conduct educational and interpretive programs related to the community's history and historic properties.
- h. Review and comment to the State Historic Preservation Office regarding all proposed National Register nominations of properties in the community. Local review is allowed a minimum of 60 days.
- i. Apply for and administer grants and other financial aid for historic preservation and history-related projects in the city.

Recommended Amendments

SECTION 4: Standards for Rehabilitation and Design Guidelines. The following standards and guidelines shall be used by the Historic Preservation Commission in advising the City Council and other parties on the appropriate treatment of historic properties

- A. Standards for Rehabilitation.** These standards apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.
1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- B. General Design Guidelines.** These Guidelines expand on some of the concepts articulated in the Standards in Section 4A.
- 1. Historic Sites, Historic Buildings, and Contributing Buildings in Historic Districts.**
 - a. Avoid demolition of historic and contributing buildings. They are a finite resource and cannot be replaced.

- b. Vacant buildings should be weather- and vandal-proofed in order to minimize further deterioration and the threat to public safety.
- c. Rehabilitation work, especially on the exterior and the principal facade, should preserve existing historic features or replace them, if absolutely necessary, with features and materials known to have existed on the building. Avoid “dressing up” buildings by adding features based on speculation.
- d. Avoid moving buildings whenever possible, especially to create artificial groupings of historic buildings. If buildings must be moved, the new site should be similar to the original site, and the original setback and orientation of the building on the lot should be replicated.

2. Additions to Historic Buildings and New Construction Within an Historic District.

- a. New additions to historic buildings should be subordinate to the original building, that is, lower in height, attached to the rear or set back along the side, and subordinate in scale and architectural detailing.
- b. Height, width, setback, roof shape, and the overall scale and massing of new buildings within a historic district should be compatible with surrounding historic buildings and the overall streetscape.
- c. Materials on at least the primary facade(s) should be similar to original materials on facades of surrounding historic buildings (usually brick, stucco, stone, or wood siding, depending on the specific characteristics of the district).
- d. Architectural details (including wood or metal trim, porches, cornices, arches, window and door features, etc.) should be compatible with but not replicate historic features on surrounding historic buildings.
- e. Window and door openings should be similar in size and orientation (vertical or horizontal) to openings on historic buildings and should take up about the same percentage of the overall facade as those on surrounding historic buildings.
- f. Proportion of Principal Facades. The relationship of the width to the height of the principal elevations shall be in scale with surrounding structures and streetscape. Wider new buildings can be divided into segments that more closely resemble the facade widths of historic buildings.
- g. Roof Shape. The roof shape of a building shall be visually compatible with the surrounding structures and streetscape. Unusual roof shapes, pitches, and colors are discouraged.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution R2022-22: Reimbursement Resolution for Fire Station Bond

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approve Resolution R2022-22 – Reimbursement Resolution for the Fire Station Bond.

BACKGROUND INFORMATION:

The City is working towards a sales tax revenue bond to fund to remodel and addition to the fire station. Since the bond has not been put into place, it was suggested that the City Council pass a reimbursement resolution to allow funds expended on the project from the general fund to be reimbursed from bond proceeds once the bonds are issued.

STAFF RECOMMENDATION:

Approve Resolution R2022-22 – a reimbursement resolution for the fire station bond.

SAMPLE MOTION TO APPROVE:

I move to approve Resolution R2022-22 – Reimbursement Resolution for Fire Station Bond.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve Resolution R2022-22 – Reimbursement Resolution for Fire Station Bond, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny Resolution R2022-22 – Reimbursement Resolution for Fire Station Bond based on the following:

- ***Insert Finding***

ALPINE CITY

RESOLUTION No. R2022-22

**A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING
CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM
PROCEEDS OF THE CITY'S BONDS**

WHEREAS, Alpine City, Utah (the "*City*") desires to undertake the expansion of a fire station in the City (the "*Project*"); and

WHEREAS, the expenditures relating to the Project (the "*Expenditures*") (i) have been paid from the City's General fund (the "*Fund*") within sixty days prior to the passage of this Resolution or (ii) will be paid from the Fund on or after the passage of this Resolution; and

WHEREAS, the City reasonably expects to reimburse the Expenditures from the proceeds of the City's sales tax revenue bonds (collectively, the "*Bonds*");

NOW THEREFORE Be It and It Is Hereby Resolved by the City Council of Alpine City, Utah, as follows:

Section 1. For the purpose of satisfying certain requirements under the Internal Revenue Code of 1986, the City reasonably expects to reimburse the Expenditures with the proceeds of the Bonds.

Section 2. The principal amount of the Bonds expected to be issued is not more than \$4,000,000. The maximum principal amount of the Bonds is subject to change, depending upon the amount of grants and other funds that are available for the Projects.

Section 3. All actions of the officers, agents and employees of the City that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. This Resolution shall be effective immediately upon its approval and adoption.

PASSED AND APPROVED by the City Council this 24th day of May, 2022.

By: _____
Carla Merrill, Mayor

[SEAL]

VOTING:

Jessica Smuin	Yea ____Nay ____
Lon Lott	Yea ____Nay ____
Jason Thelin	Yea ____Nay ____
Kelli Law	Yea ____Nay ____
Greg Gordon	Yea ____Nay ____

ATTEST:

Bonnie Cooper
City Recorder

DEPOSITED in the office of the City Recorder this 24th day of May, 2022.

RECORDED this 24th day of May, 2022.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of PEHP Health Insurance Rates for FY2023

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approval of FY2023 PEHP Health Insurance Rates.

BACKGROUND INFORMATION:

PEHP has provided the health insurance rates for FY2023, which included a 5.8% increase for health coverage and a 1% increase for dental coverage. The adjusted rates were incorporated into the FY2023 Tentative Budget that was recently approved by the City Council.

STAFF RECOMMENDATION:

Approve the PEHP health insurance rates for FY2023.

SAMPLE MOTION TO APPROVE:

I move to approve the PEHP Health Insurance Rates for FY2023.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve the PEHP Health Insurance Rates for FY2023, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the PEHP Health Insurance Rates for FY2023 based on the following:

- ***Insert Finding***

Rate Sheet

Alpine City



LOCAL GOVERNMENTS RISK POOL: Rate Renewal July 1, 2022 to June 30, 2023

CURRENT MEDICAL PLAN

Advantage & Summit LGRP Traditional Option 1

	Single	Double	Family
Current	\$722.96	\$1,496.50	\$2,024.24
New	\$764.88	\$1,583.30	\$2,141.66

Renewal: 5.8%

Rx Option	A	B	C	D	G
Decrement	Current	0.9%	0.3%	-5.1%	-5.2%

Overall Medical Renewal: 5.8%

CURRENT DENTAL PLAN

Preferred Dental Care (With Waiting Period)

	Single	Double	Family
Current	\$48.00	\$65.62	\$99.34
New	\$48.48	\$66.28	\$100.32

Renewal: 1.0%

Please talk to your PEHP Client Services representative about rates for alternative plan and network options.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Site Plan – Elway’s Doggie Wash at the Alpine Animal Hospital – 424 South Alpine Highway

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: Neil Smart

ACTION REQUESTED BY PETITIONER: Approve the proposed site plan.

BACKGROUND INFORMATION:

The applicant is seeking to build a dog wash station in front of the Alpine Animal Hospital. The site is located within the Business Commercial Zone and the Gateway Historic District. The proposed structure has a footprint of approximately 8’x13’. The overall size of the property is 1.01 acres. The applicant is seeking approval of the proposed site plan.

On April 19, 2022, the Planning Commission reviewed the item and made a recommendation of approval with the following conditions:

1. *Match the color scheme of the animal hospital sign.*
2. *Move the solid wall towards the street and add some sort of design element, brick, stone, or wainscoting that matches the color of the sign.*
3. *Approve a single unit station.*

The City Council reviewed and tabled the item on April 26, 2022, to allow the petitioner additional time to revise the design based on feedback from the City Council.

The City Council reviewed the item again on May 10, 2022. The Council had concerns about the lighting, landscaping, and ADA access/accommodations. The item was tabled.

MODEL MOTIONS

SAMPLE MOTION TO APPROVE:

I move to approve the site plan for Elway’s Doggie Wash as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve the site plan for Elway’s Doggie Wash based on the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the site plan for Elway’s Doggie Wash based on the following:

- ***Insert Finding***



**ALPINE CITY
STAFF REPORT**
April 15, 2022

To: Alpine City Planning Commission & City Council

From: Staff

Prepared By: Austin Roy, City Planner
Planning & Zoning Department

Jed Muhlestein, City Engineer
Engineering & Public Works Department

Re: Site Plan Review – Elway’s Doggie Wash

Applicant: Neil Smart
Project Location: 424 South Alpine Highway (Alpine Animal Clinic)
Zoning: Business Commercial Zone
Acreage: Approximately 1.01 Acres
Building Area: 0.0009 Acres
Request: Approval of the site plan

SUMMARY

The applicant is seeking to build a dog wash station in front of the Alpine Animal Hospital. The site is located within the Business Commercial Zone and the Gateway Historic District. The proposed structure has a footprint of approximately 8’x13’ for a single unit or 8’x21’ for a double unit. The overall size of the property is 1.01 acres. The developer is seeking approval of the proposed site plan.

BACKGROUND

The applicant has built other dog washing stations in other communities. He would like to bring the service to Alpine City. The applicant plans to use the same building design that was used in the other communities. The design does require connections to the City’s sewer and water services.

ANALYSIS

Location

The structure is proposed to be in approximately the same location as the former Snoasis building. The minimum side and rear setback (3.07.050) for a building in the Business Commercial zone adjacent to another Business Commercial property is 10 feet and the minimum

front setback is 15 feet. The proposed setbacks meet requirements (approximately 63-foot northeast side setback, 113-foot southwest side setback, and 17-foot front setback). The structure would be approximately located 35 feet from the front back of curb.

Off-Street Parking

The off-street parking code does not have a defined use which closely aligns with the intended use of the dog wash. However, with either a single unit or double unit dog wash design available, it is reasonable to assume that there would be a maximum of one to two vehicle owners using the station at any given time. However, it is possible other vehicles could be waiting to use the dog wash, which may require additional parking.

Alpine City code requires (3.24.030) less intensive commercial business to have three and a half (3.5) stalls for every 1,000 square feet. The Alpine Animal Hospital, which is located on the same property, will have a total square footage (5,849 square feet) after the proposed addition. Based on this, the animal hospital requires 20 off-street parking spaces. The animal hospital has 30 total parking stalls (28 standard stalls and 2 ADA accessible stalls), which exceeds requirements. Also, the Alpine Animal Hospital is closed on weekends, which would free up the parking on those days.

Screening

“The sides and rear of any off-street parking area that adjoins a residence or residential zone shall be required to be screened by a masonry wall or solid visual barrier fence” (3.24.020). The off-street parking area does not adjoin a residence or the residential zone.

Landscaping

All areas of a site which are not devoted to buildings or off-street parking are required to be landscaped, with a minimum of twenty (20) percent of the total area to be landscaped (3.07.080). The Alpine Animal Hospital is set to have 23,196 square feet of the property landscaped following construction of additional office space, which is 53 percent of the total lot. The dog wash would be built where there is an existing concrete pad, and thus the landscaping will not be reduced.

Trash Storage

The Alpine Animal Hospital has a dumpster on site. The dog wash would also have a trash bin which would be kept inside the wash bay and mechanical room.

Height of Building

The height of the proposed building meets the requirements of the Business Commercial zone, measuring 9 feet to the highest point of the building. Maximum height for the zone is 34 feet.

Design

The proposed building will use a combination of metal, glass and vinyl materials. The primary colors would be bronze and white.

NOTICING

Notice has been properly issued in the manner outlined in City and State Code.

REVIEWS

PLANNING AND ZONING DEPARTMENT REVIEW

The analysis section in the body of this report serves as the Planning and Zoning Department review.

ENGINEERING AND PUBLIC WORKS DEPARTMENT REVIEW

Streets

The application is for a new building on an existing site. The proposed building is shown to either be 8'x13' or 8'x21'. All site plans must adhere to the Off-Street Parking Ordinance (Article 3.24). The existing parking area consists of a paved parking lot as required by ordinance. Parking is discussed in the Planner's Review. No modifications to the parking are proposed.

A lighting plan for the new building was not submitted as the application states the existing parking lot has lighting and the building itself will also be illuminated.

Utilities

Sewer and water services for the new building will tie into services that already exist on the lot. Timpanogos Special Service District (TSSD) was contacted for comment and informed the City that no special provisions would be required from their perspective for a dog wash, only that the City and owner need to be aware that **the facility shall not be modified to dispose pet waste in the sewer system.**

Stormwater facilities currently exist in the existing parking area. No new improvements to the stormwater system will be required.

Other

The water policy has been previously met for the site.

STAFF RECOMMENDATION

Review staff report and findings and make a recommendation of approval of the proposed site plan.

MODEL MOTIONS

SAMPLE MOTION TO APPROVE

I move to recommend that the site plan for Elway's Doggie Wash be approved as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to recommend that the site plan for Elway's Doggie Wash be approved with the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY

I move to recommend that the site plan for Elway's Doggie Wash be tabled/denied based on the following:

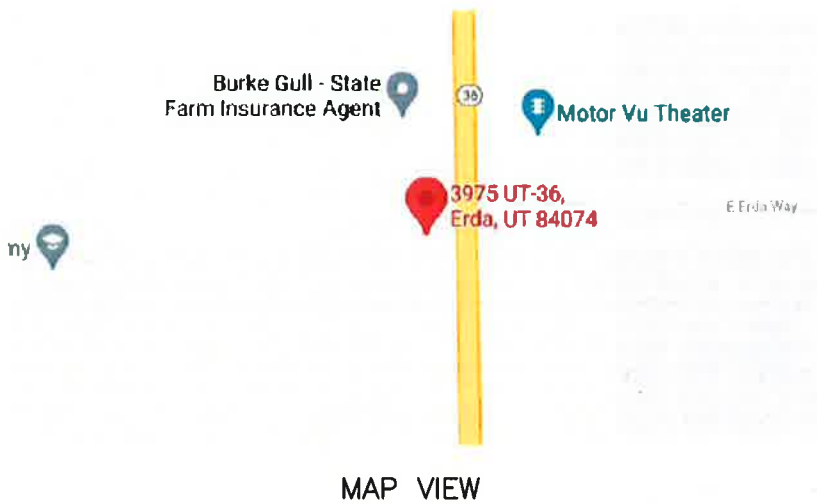
- ***Insert Finding***

Elway's Doggie Wash

Alpine City Planning and Zoning Submittal

1. Address: 424 Alpine Hwy, Alpine, UT 84004
2. Vicinity Map: included
3. Property boundaries: the current cement pad on Alpine Animal Hospitals property
4. Location of all existing and proposed easements: already in place and no new proposed.
5. Lot dimensions: the cement pad will accommodate an 8'X13' or 8'X21' dog wash.
6. Location and orientation of all structures on lot: included
7. Setbacks of all Structures on lot: already in place
8. Location on garbage dumpster: trash bin kept inside wash bay and mechanical room.
9. Location of all proposed utilities: included
10. Parking: enough parking exists as the busy periods are on weekends and the animal hospital is closed.
11. Lighting: lighting is already on site, but if more is needed, we will install a downward facing light on the existing pole or put a pole with lighting in.
12. Full color, 3-D renderings: included
13. Other info: will provide as needed.





AERIAL VIEW

THIS WORK SHALL CONFORM TO THE FOLLOWING CODES
IN EFFECT BUT NOT LIMITED TO THE FOLLOWING:

- 2018 edition of the International Building Code
- 2015 edition of the International Residential Code
- 2018 edition of the International Mechanical Code
- 2018 edition of the International Plumbing Code
- 2018 edition of the International Fuel Gas Code
- 2018 edition of the International Energy Conservation Code
- 2018 edition of the International Fire Code
- 2017 edition of the National Electrical Code

THIS NOTE APPLIES TO ALL SHEETS

THE PROFESSIONAL ENGINEER WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND DESIGN INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM OTHER'S FAILURE TO OBTAIN AND OR/ FOLLOW THE PROFESSIONAL ENGINEER GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES, OR CONFLICTS WHICH ARE ALLEGED. BUILDINGS TO BE CONSTRUCTED IN FULL CONFORMANCE WITH ALL APPLICABLE CODES AND RESTRICTIONS. PROFESSIONAL ENGINEER TO BE NOTIFIED PRIOR TO CONSTRUCTION IN THE EVENT OF CODE REVISION OR CHANGES.

DRAWING INDEX:

SITE	CODE BLOCK AND WORK LOCATION
S-1	FLOOR PLANS AND GENERAL NOTES
S-2	ROOF PLANS
S-3.1	EXTERIOR ELEVATIONS
S-3.2	BUILDING SECTIONS
S-4.1	WALL SECTIONS
E-1.1	ELECTRICAL PLAN
E-2.1	PANEL SCHEDULE AND SYMBOL LEGEND
E-3.1	ELECTRICAL NOTES
P-1.1	PLUMBING PLAN
P-1.2	PIPING DIAGRAM
P-1.3	PIPING DIAGRAM - FLIP TUB STYLE



PROFESSIONAL SEAL



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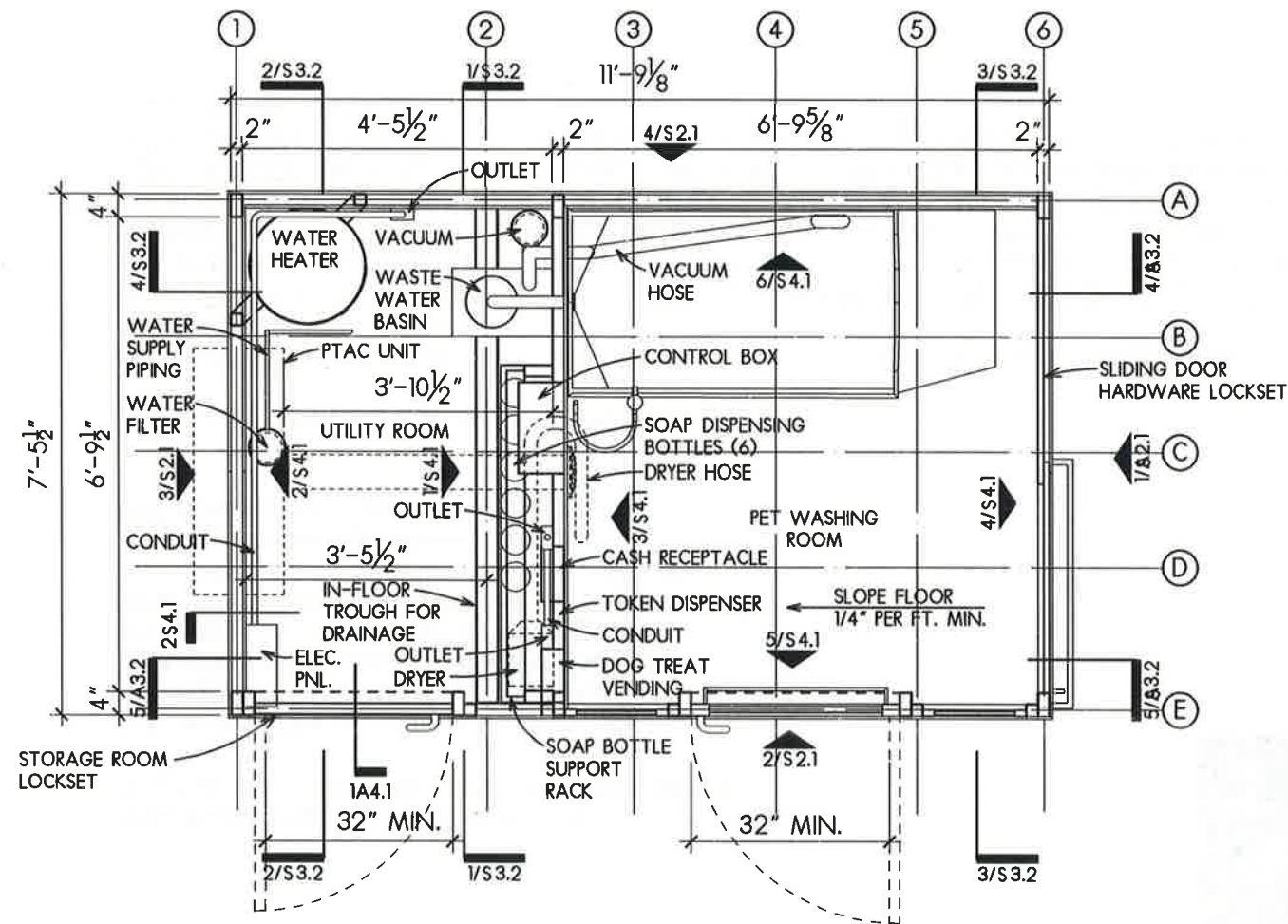
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CHECKED BY: ALG
DESIGNED BY: ALG

SHEET TITLE:
CODE BLOCK
WORK LOCATION

SHEET NUMBER:
SITEPLAN

BP# 22-091A



2 FLOOR PLAN
SCALE: 3/8" = 1'-0"

GENERAL NOTES

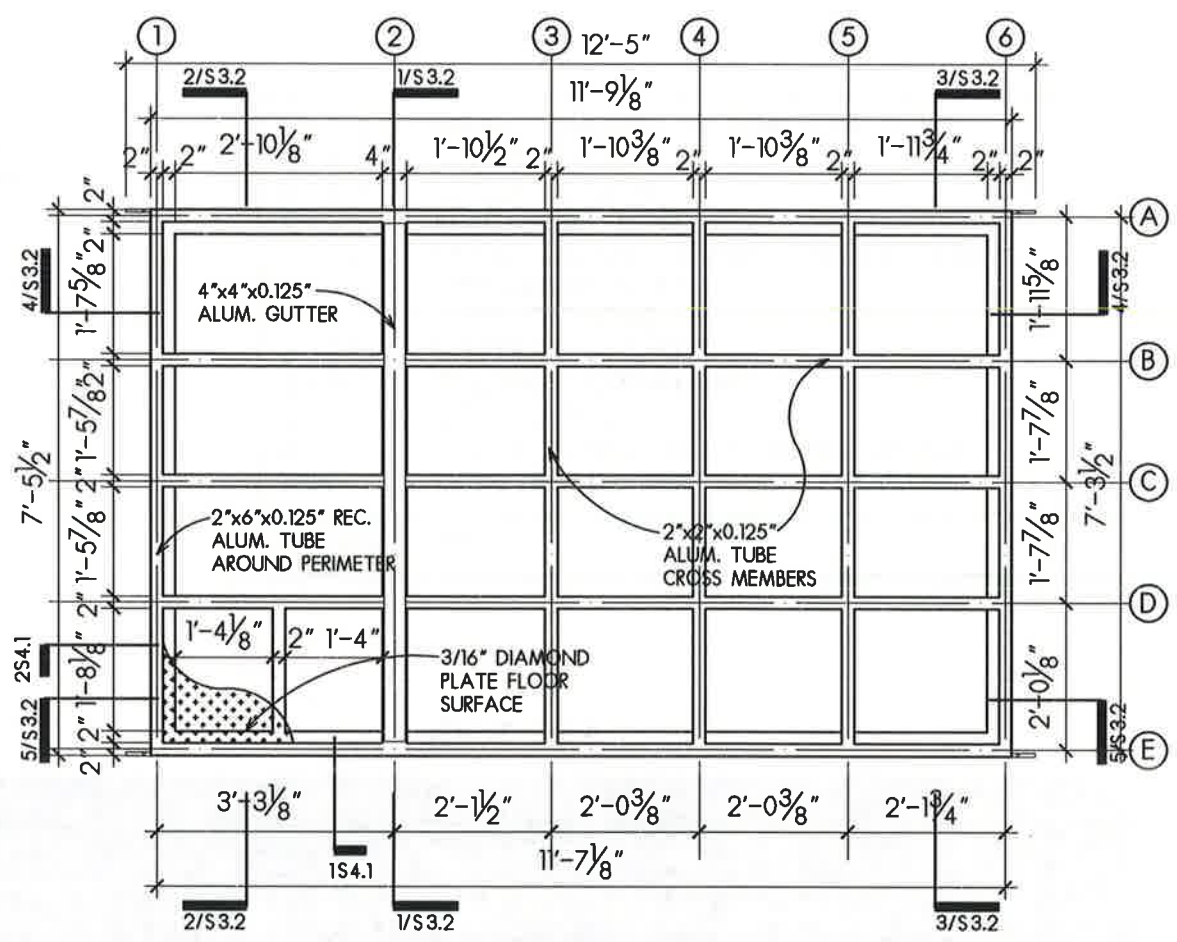
PET WASH FRAMING
BASE PERIMETER IS COMPRISED OF 2"x6"x0.125" WALL RECTANGULAR ALUMINUM TUBE WITH A 2"x4"x0.125" RECTANGULAR TUBING CROSS MEMBERS BASE. THIS INCORPORATES A 4"x4"x0.125" ALUMINUM GUTTER AND A 3/16" ALUMINUM DIAMOND PLATE FLOOR SURFACE. CROSS MEMBERS AND GUTTER ARE WELDED INTO A ONE PIECE GRID. THE DIAMOND PLATE FLOOR IS WELDED TO THE ONE PIECE ALUMINUM TUBE GRID.

WALL AND ROOF FRAMING
ROOF RAFTER/COLUMN IS A 2"x4"x0.125" RECTANGULAR TUBE WELDED AT THE EVE AND RIDGE FORMING A COLUMN RAFTER FRAME. THESE FRAMES ARE WELDED TO A BASE. THE PURLINS IN THE ROOF AND WALLS ARE 2"x2"x0.125" SQUARE TUBES. ALL TUBES ARE WELDED TO THE RAFTER/COLUMN FRAMES. THE INTERIOR WALLS ARE 2"x2"x0.125" SQUARE TUBES AND INCLUDE WELDED BRACKETS AND TABS TO FACILITATE MOUNTING MECHANICAL EQUIPMENT. ENTIRE PET WASH IS WELDED INTO A SINGLE STRUCTURE.

STANDARD ALUMINUM EXTRUSIONS ARE 6063-T52 - TENSILE STRENGTH 27,000 PSI

ALL EXPOSED STRUCTURAL ALUMINUM IS POWDER COATED. 2" CLOSE CELL FOAM INSULATION IS USED IN THE ROOF WALLS AND FLOOR. THE EXTERIOR WALLS AND ROOF ARE 10MM PVC PANELS. THE INTERIOR CEILING AND WASH BAYS ARE 10 MM PVC PANELS. THE INTERIOR SIDE OF THE EXTERIOR WALL IS 10 MM PVC PANELS. THE EQUIPMENT DOOR IS A STEEL DOOR. DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON DOORS REQUIRED TO BE ACCESSIBLE SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE - MANUALLY OPERATED FLUSH BOLTS OR SURFACE BOLTS ARE NOT PERMITTED. THE BALANCE OF THE WALL GLAZING IN THE WASH BAY IS TEMPERED SAFETY GLASS.

STRUCTURAL DESIGN BASED ON ASCE 7-10 FOR 50 PSF GROUND SNOW LOAD AND 105 MPH WIND LOAD, EXPOSURE C, RISK CATEGORY I



1 FLOOR FRAMING PLAN
SCALE: 3/8" = 1'-0"



PROFESSIONAL SEAL



5/7/21

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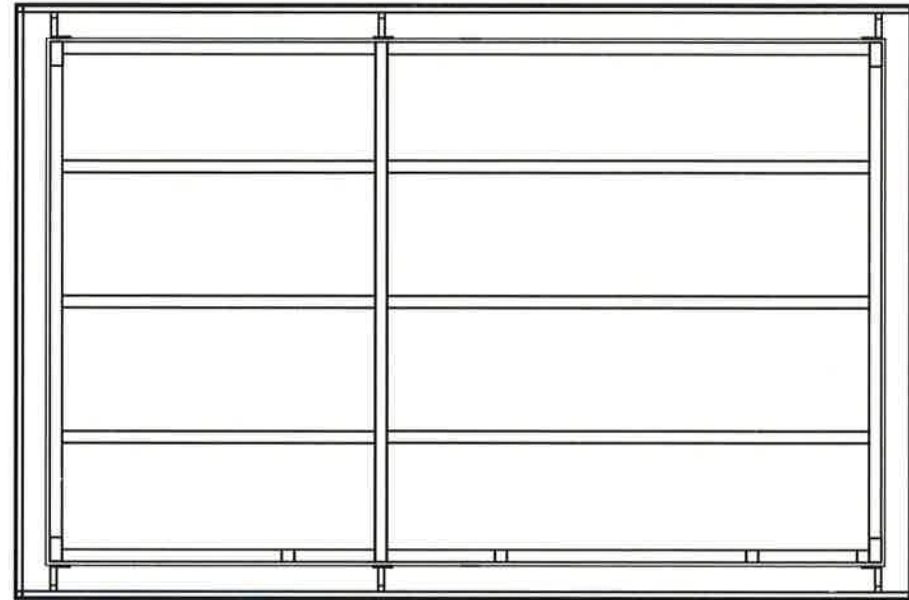
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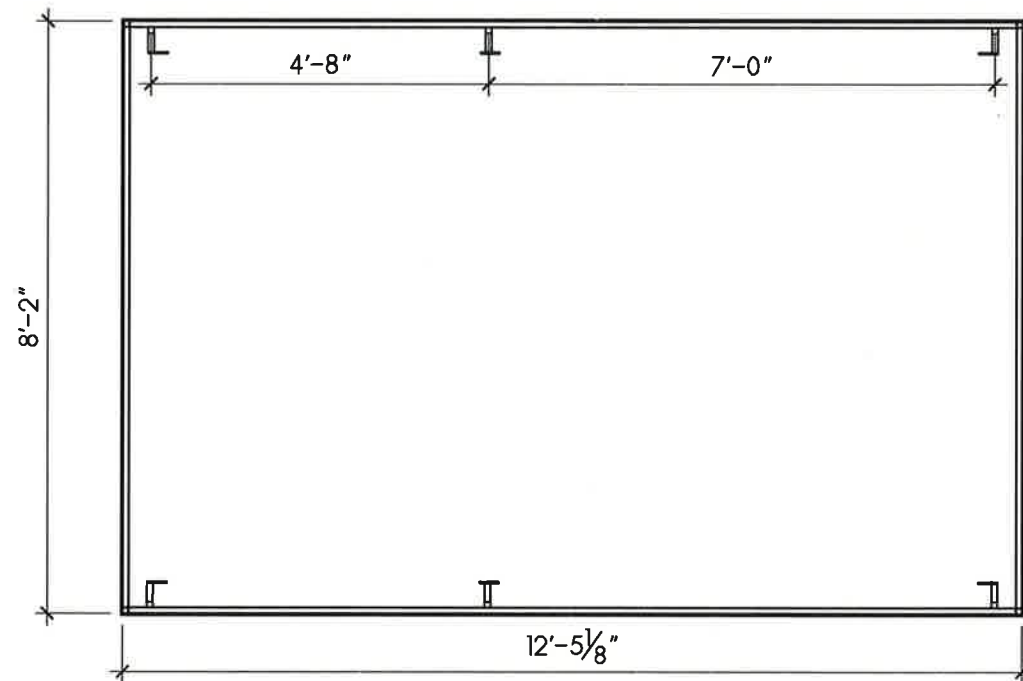
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GENERAL NOTES

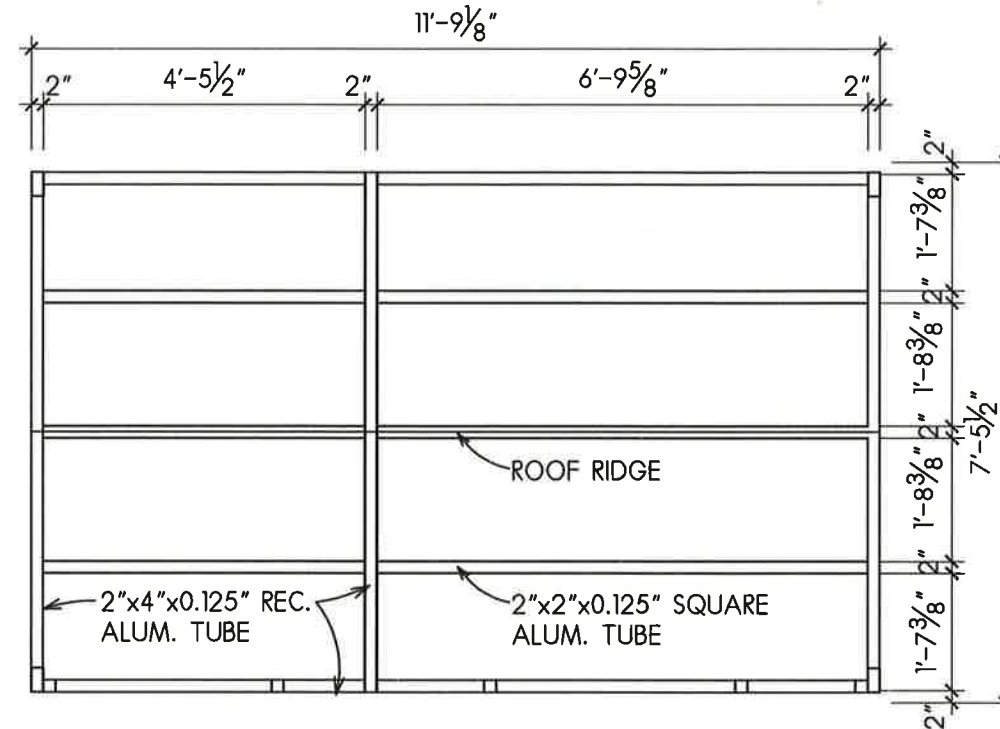
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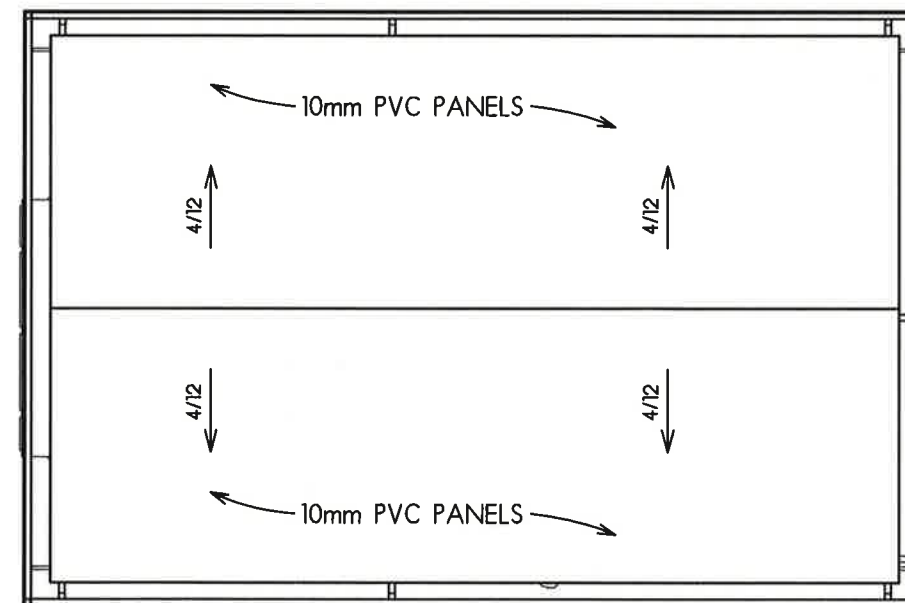
4 ROOF FRAMING PLAN w/ FASCIA
SCALE: 3/8" = 1'-0"



3 OPTIONAL FASCIA FRAMING
SCALE: 3/8" = 1'-0"



2 ROOF FRAMING PLAN
SCALE: 3/8" = 1'-0"



1 ROOF PLAN
SCALE: 3/8" = 1'-0"



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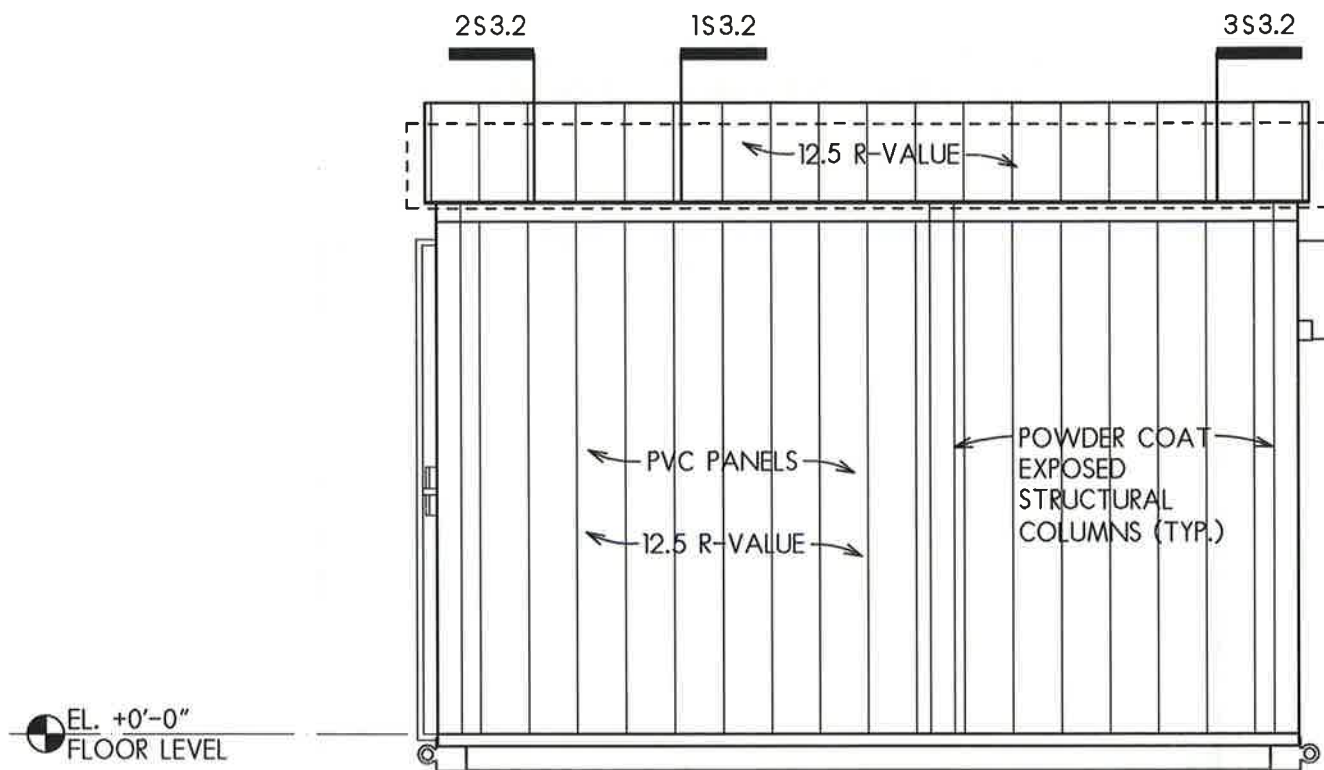
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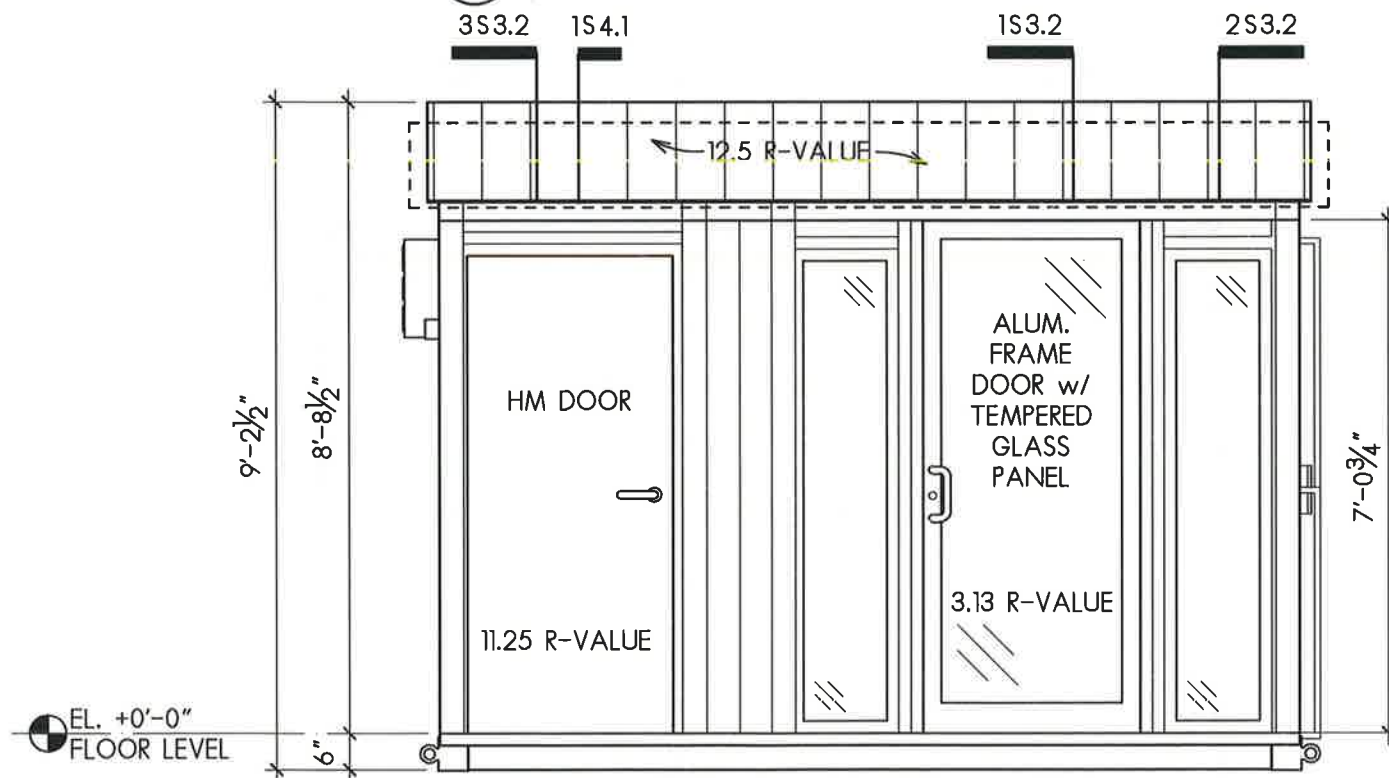
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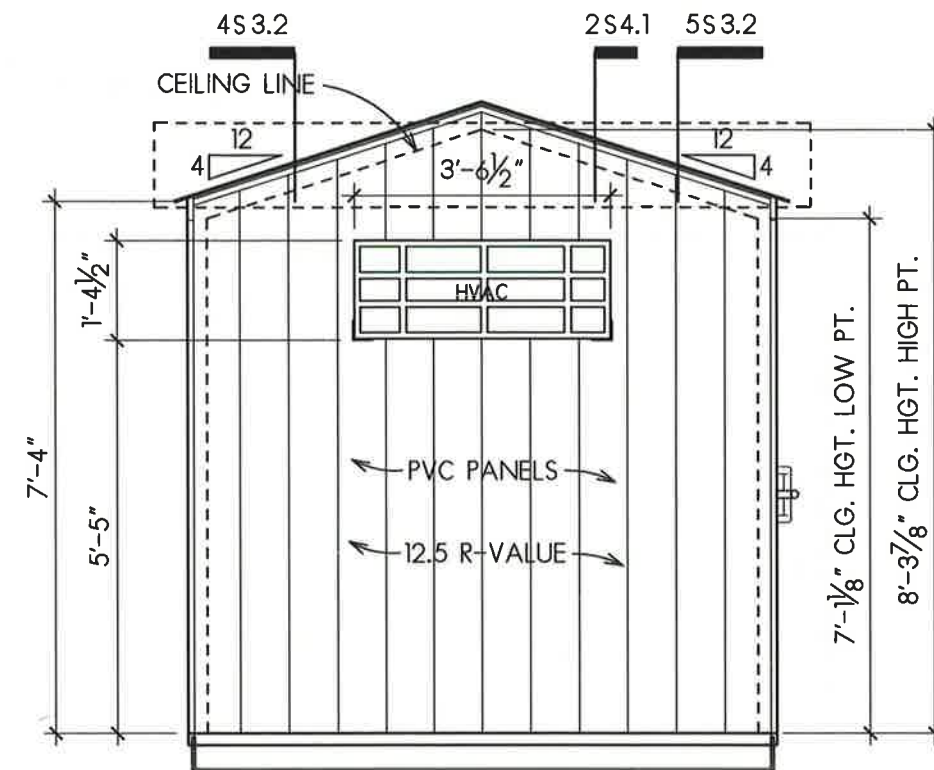
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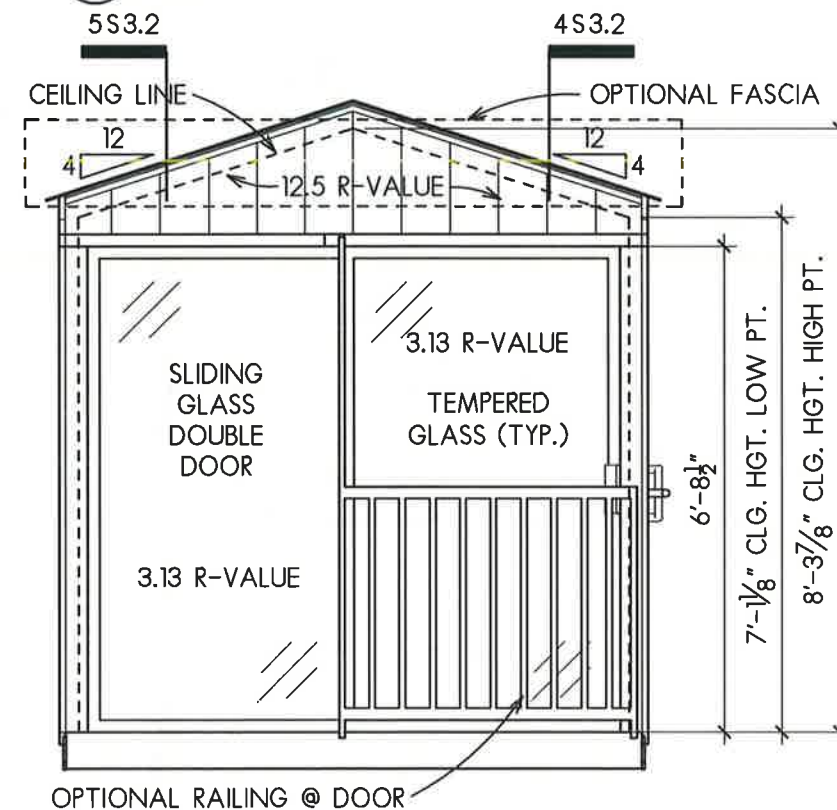
4 REAR ELEVATION
SCALE: 3/8" = 1'-0"



2 FRONT ELEVATION
SCALE: 3/8" = 1'-0"



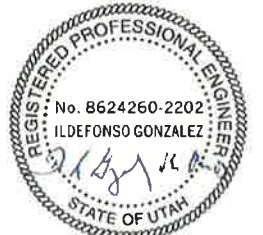
3 RIGHT SIDE ELEVATION
SCALE: 3/8" = 1'-0"



1 LEFT SIDE ELEVATION
SCALE: 3/8" = 1'-0"



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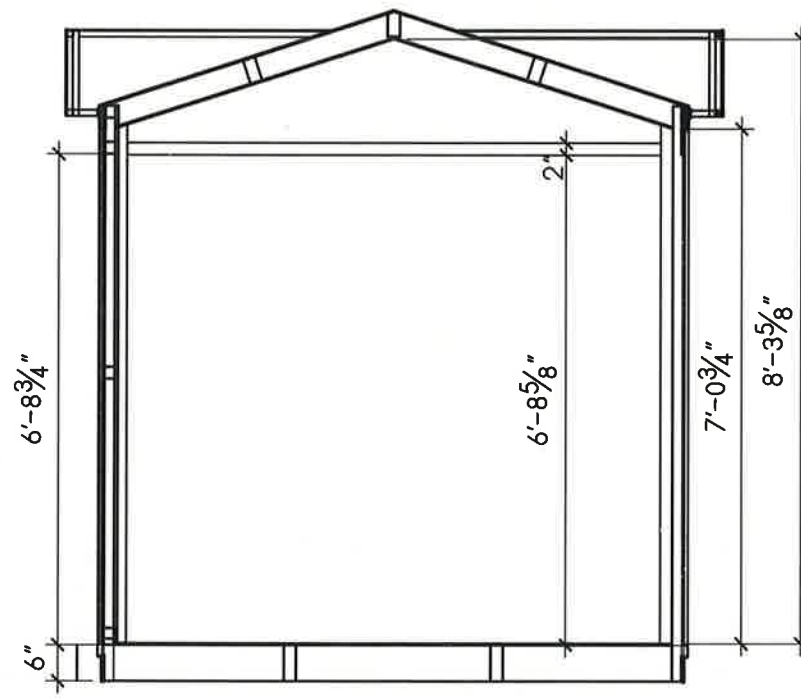
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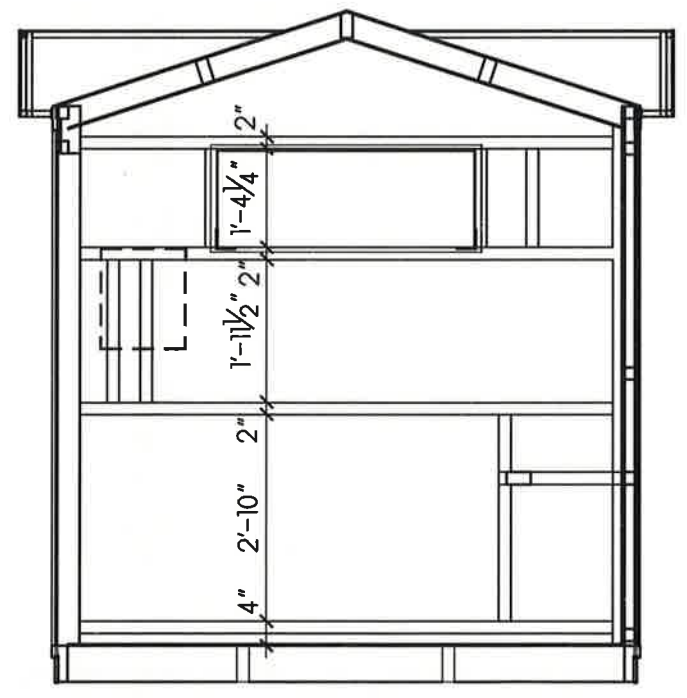
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EXTERIOR ELEVATIONS

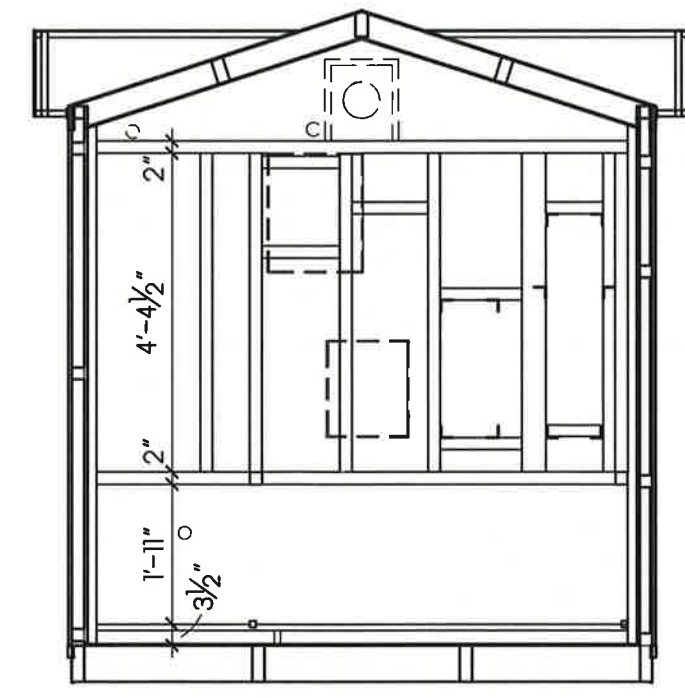
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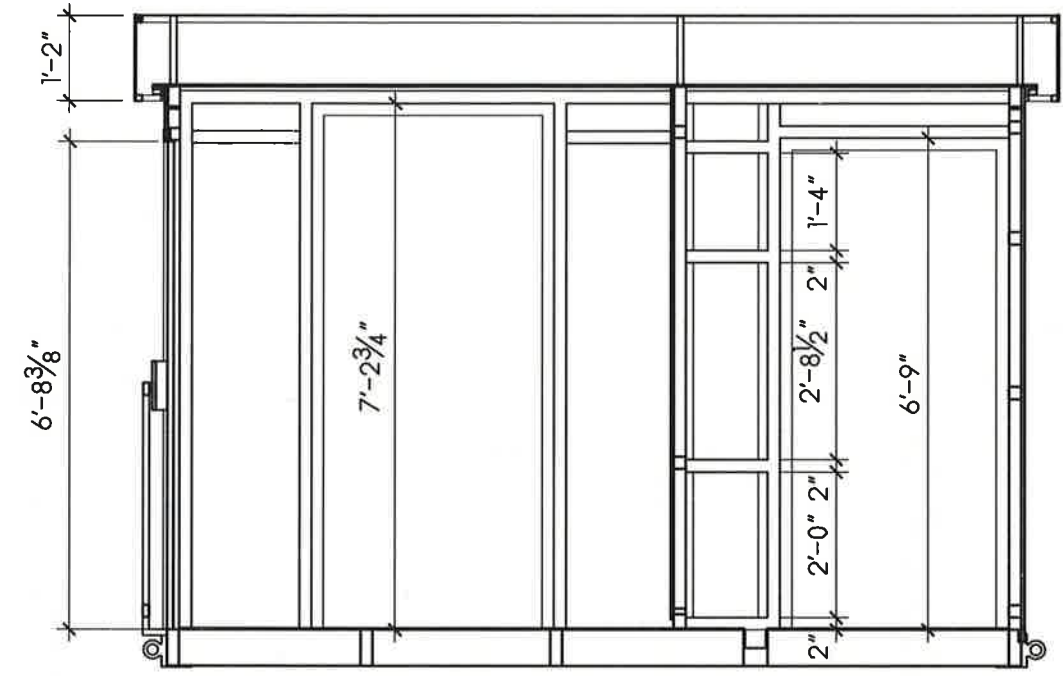
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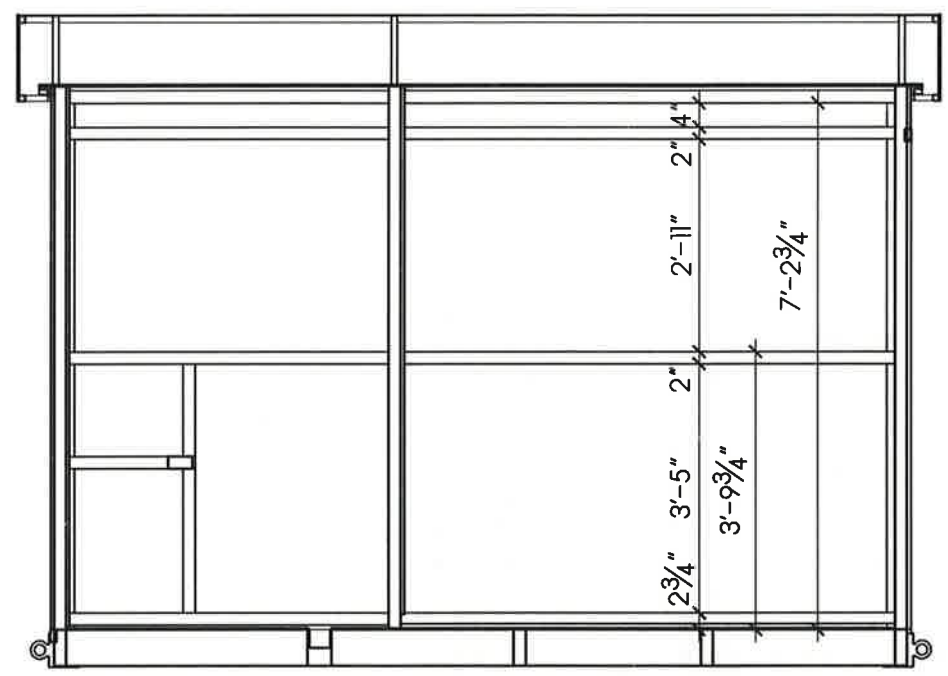
2 BUILDING SECTION
SCALE: 3/8" = 1'-0"



1 BUILDING SECTION
SCALE: 3/8" = 1'-0"



5 BUILDING SECTION
SCALE: 3/8" = 1'-0"



4 BUILDING SECTION
SCALE: 3/8" = 1'-0"

NOTE: INTERIOR EQUIPMENT DELETED OR SHOWN AS DASHED LINES FOR CLARITY



PROFESSIONAL SEAL



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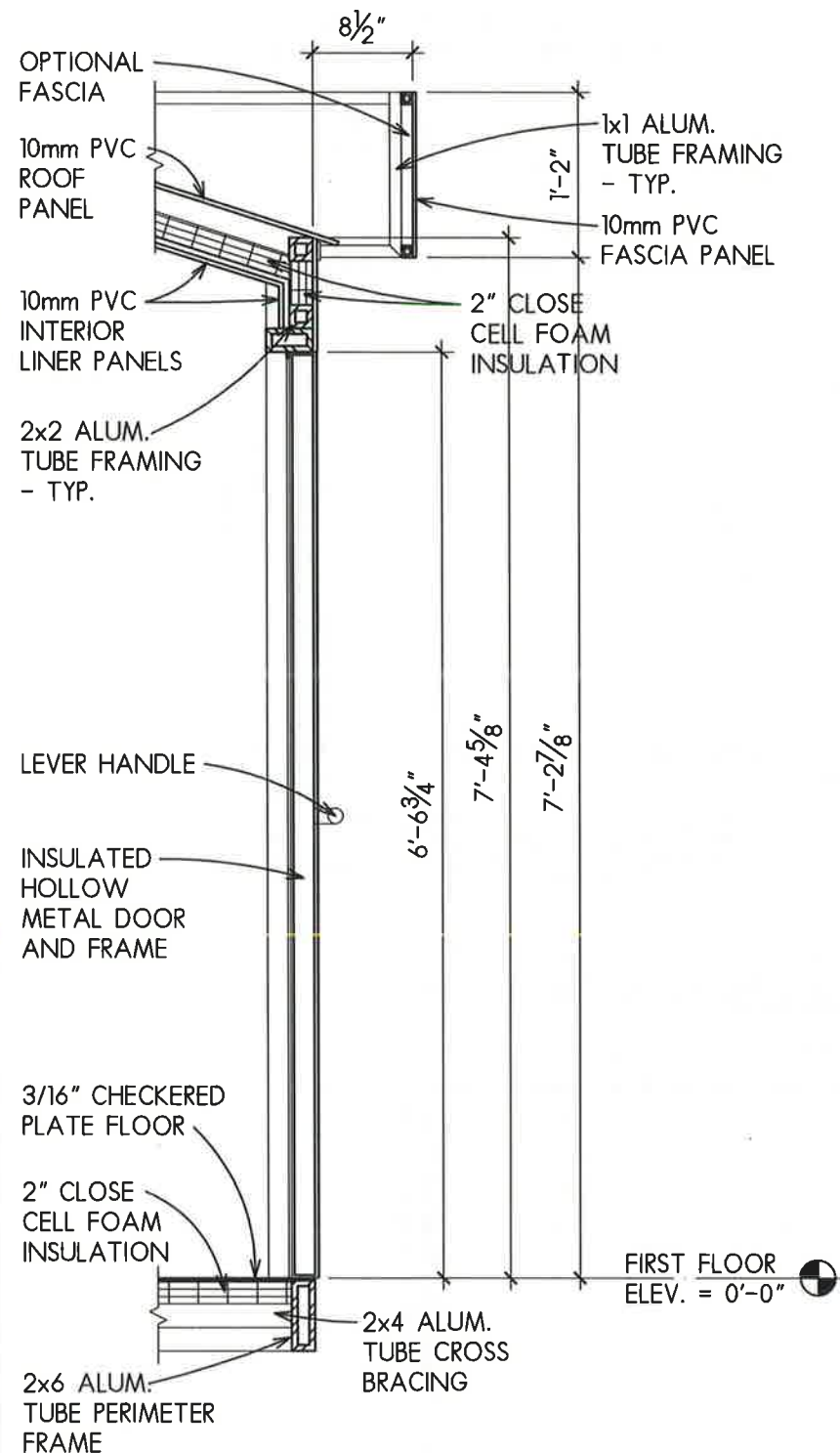
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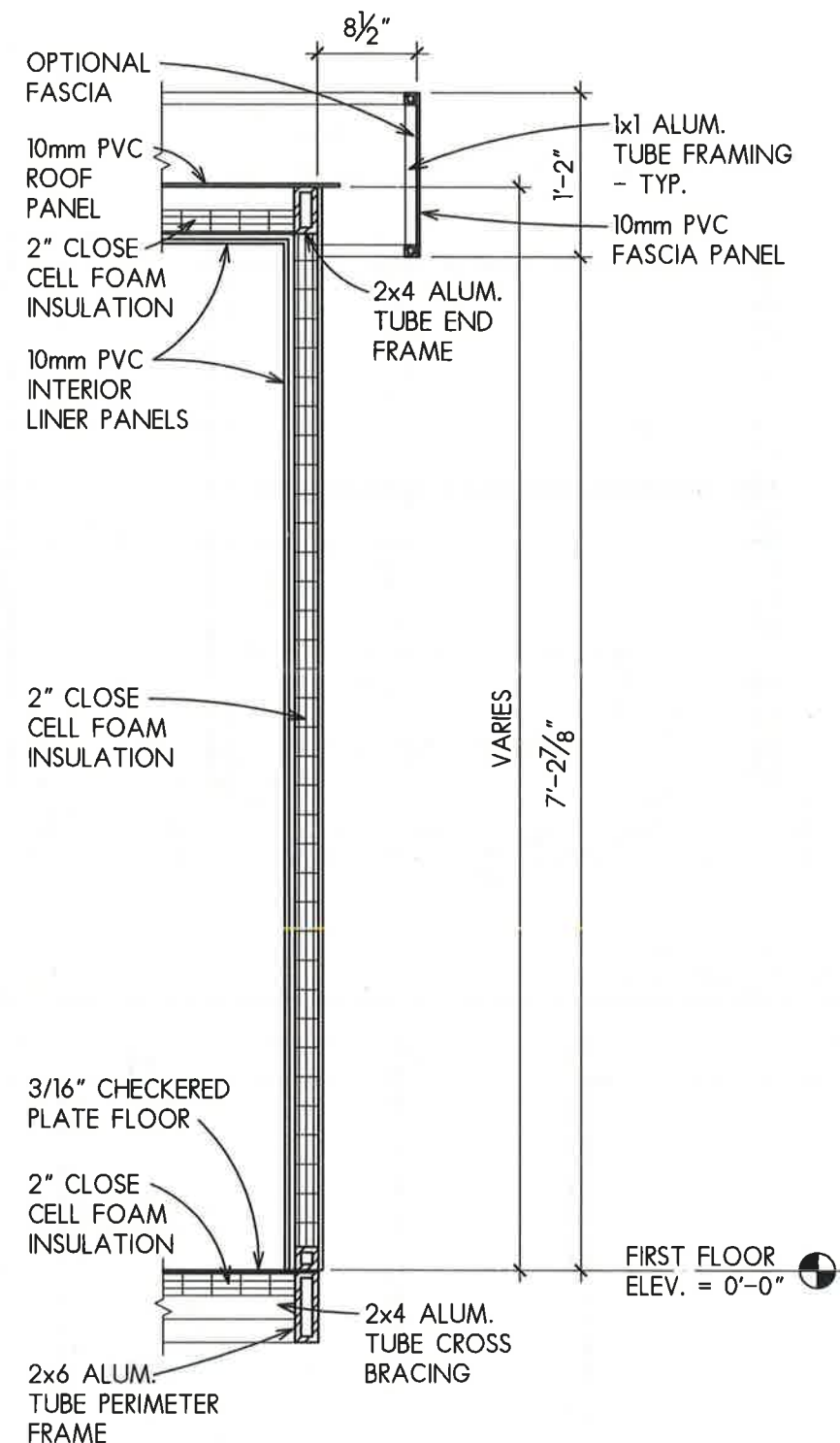
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SHEET TITLE:
BUILDING SECTIONS

SHEET NUMBER:
S-3.2



1 WALL SECTION
SCALE: 3/4" = 1'-0"



2 WALL SECTION
SCALE: 3/4" = 1'-0"

GENERAL NOTES

PET WASH FRAMING

BASE PERIMETER IS COMPRISED OF 2"x6"x0.125" WALL RECTANGULAR ALUMINUM TUBE WITH A 2"x4"x0.125" RECTANGULAR TUBING CROSS MEMBERS BASE. THIS INCORPORATES A 4"x4"x0.125" ALUMINUM GUTTER AND A 3/16" ALUMINUM DIAMOND PLATE FLOOR SURFACE. CROSS MEMBERS AND GUTTER ARE WELDED INTO A ONE PIECE GRID. THE DIAMOND PLATE FLOOR IS WELDED TO THE ONE PIECE ALUMINUM TUBE GRID.

WALL AND ROOF FRAMING

ROOF RAFTER/COLUMN IS A 2"x4"x0.125" RECTANGULAR TUBE WELDED AT THE EVE AND RIDGE FORMING A COLUMN RAFTER FRAME. THESE FRAMES ARE WELDED TO A BASE. THE PURLINS IN THE ROOF AND WALLS ARE 2"x2"x0.125" SQUARE TUBES. ALL TUBES ARE WELDED TO THE RAFTER/COLUMN FRAMES. THE INTERIOR WALLS ARE 2"x2"x0.125" SQUARE TUBES AND INCLUDE WELDED BRACKETS AND TABS TO FACILITATE MOUNTING MECHANICAL EQUIPMENT. ENTIRE PET WASH IS WELDED INTO A SINGLE STRUCTURE.

STANDARD ALUMINUM EXTRUSIONS ARE 6063-T52 - TENSILE STRENGTH 27,000 PSI

ALL EXPOSED STRUCTURAL ALUMINUM IS POWDER COATED. 2" CLOSE CELL FOAM INSULATION IS USED IN THE ROOF WALLS AND FLOOR. THE EXTERIOR WALLS AND ROOF ARE 10MM PVC PANELS. THE INTERIOR CEILING AND WASH BAYS ARE 10 MM PVC PANELS. THE INTERIOR SIDE OF THE EXTERIOR WALL IS 10 MM PVC PANELS. THE EQUIPMENT DOOR IS A STEEL DOOR. DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON DOORS REQUIRED TO BE ACCESSIBLE SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE - MANUALLY OPERATED FLUSH BOLTS OR SURFACE BOLTS ARE NOT PERMITTED. THE BALANCE OF THE WALL GLAZING IN THE WASH BAY IS TEMPERED SAFETY GLASS.

STRUCTURAL DESIGN BASED ON ASCE 7-10 FOR 50 PSF GROUND SNOW LOAD AND 105 MPH WIND LOAD, EXPOSURE C, RISK CATEGORY I



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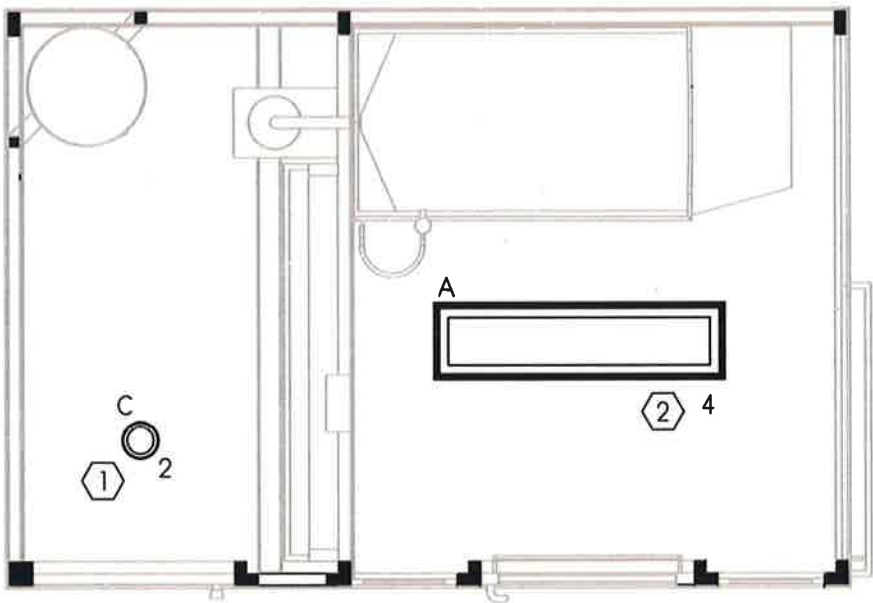
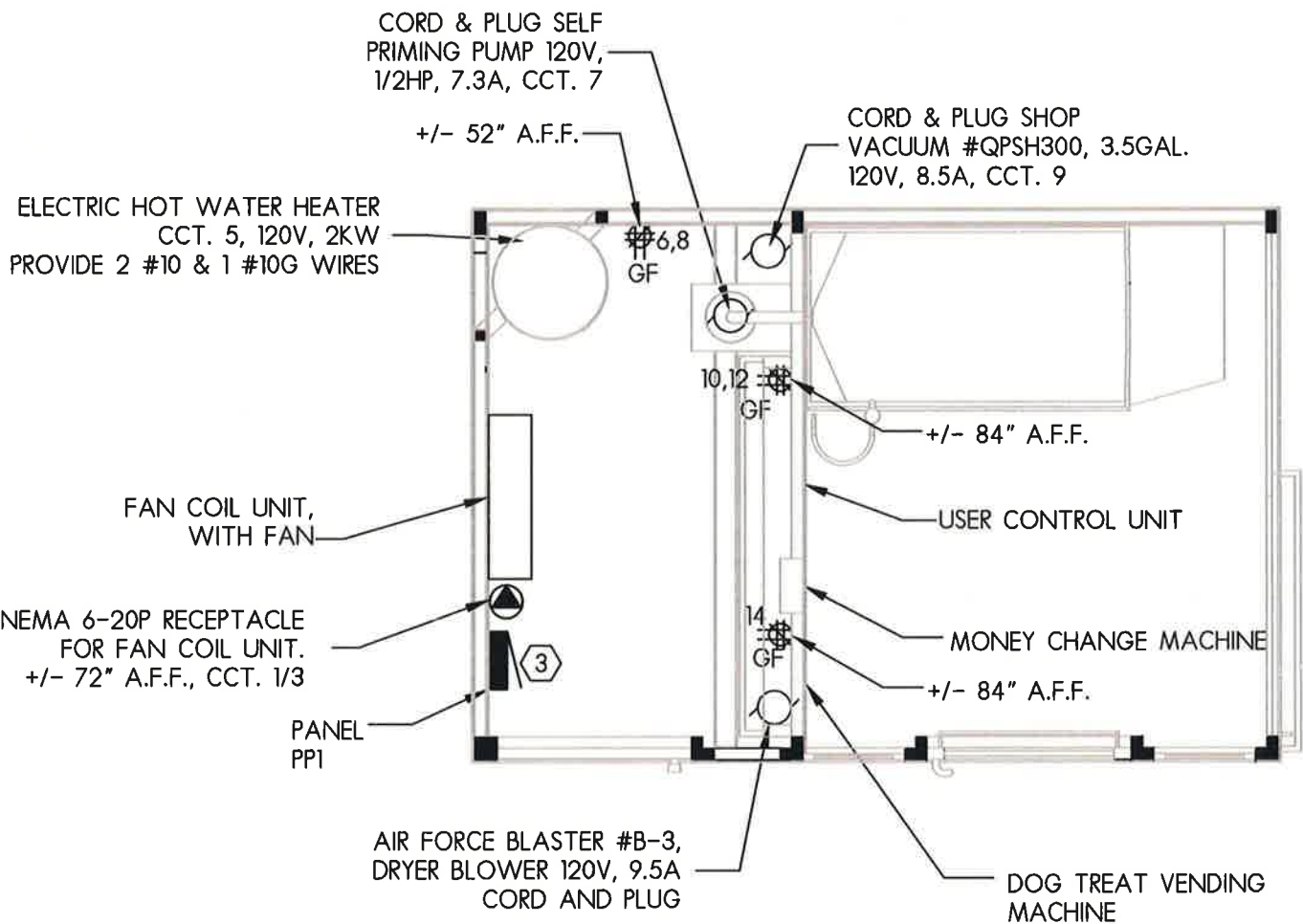
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SHEET TITLE:
WALL SECTIONS

SHEET NUMBER:

S-4.1



KEYED NOTES:

- (1) PORCELAIN SOCKET WITH PULL CHAIN.
- (2) LITHONIA DMW 232 MVOLT GEB10 IS WITH DUST AND MOISTURE RESISTANT.
- (3) POWER TO PANEL TO BE PROVIDED PER LOCAL CODE AND PROJECT CONDITION.



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SHEET TITLE:
ELECTRICAL PLAN

SHEET NUMBER:
E-1.1

SCALE: 3/8" = 1'-0"

KEYED NOTES:

① PANEL SHALL HAVE MAXIMUM OF 20 POLES

ELECTRICAL SYMBOLS

WALL FLOOR POKE ABOVE
BOX THROUGH COUNTER



WP XX
\$ XX
"GF" RECEPTACLE HAS GROUND FAULT CIRCUIT INTERRUPTER
"WP" RECEPTACLE HAS WATERPROOF COVER
"XX" RECEPTACLE CIRCUIT NUMBER
"XX" CIRCUIT NUMBER



A la
INCANDESCENT, FLUORESCENT OR HID LIGHTING FIXTURE.
SIZE AND TYPE AS INDICATED ON SCHEDULE.

⊗
MOTOR - SEE SCHEDULE, 'XX' INDICATES TAG



⊙
SPECIAL RECEPTACLE

PANEL NAME / NUMBER:		VOLTAGE L-L: 240		PHASE: 1		IER (AMPS): 10kA	
PP1		VOLTAGE L-N: 120		WIRE: 3		BUS RATING (AMPS): 50	
		MAIN BREAKER: 50 AMPS				ENCLOSURE: NEMA 1	
		MAIN LUG ONLY: AMPS				MOUNTING: Surface	
CKT NO.	LOAD DESCRIPTION	LOAD CRITERIA	BKR		BKR	LOAD CRITERIA	CKT NO.
1	Fan Coil Unit	C 1,600	20/2	2 L1	20 1	50 C	Equipment Room Lights
3		C 1,600		2 L2	20 1	60 C	Wash Bay Lights
5	Hot Water Heater	C 2,000	30	1 L1	180 1	20 R	Receptacles
7	Self Priming Pump	M 900	20	1 L2	180 1	20 R	Receptacles
9	Shop Vacuum	1,020	20	1 L1	180 1	20 R	Receptacles
11	Air Force Blster	1,140	20	1 L2	180 1	30 R	Receptacles
13	Spare			L1			
15	Spare			L2			
17	Spare			L1			
19	Spare			L2			
		PHASE L1 CONNECTED: 4,710 VA		PHASE L1: 39 AMPS	NOTES: 1.		
		PHASE L2 CONNECTED: 3,750 VA		PHASE L2: 31 AMPS			
		TOTAL CONNECTED: 8,460 VA		AT: 240 = 35 AMPS			
DEM							
C	CONTINUOUS LOADS (+25%) (PER NEC 210-20a):	2,600 VA					
M	LARGEST MOTOR LOAD (+25%) (PER NEC 430-24):	225 VA					
R	RECEPTACLE LOADS (PER NEC 220-13):	0 VA					
K	KITCHEN LOADS (PER NEC 220-20):	0 VA					
		TOTAL DEMAND: 11,285 VA		AT: 240 = 47 AMPS			



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SHEET TITLE:
PANEL SCHEDULE AND
SYMBOL LEGEND

SHEET NUMBER:
E-2.1

ELECTRICAL SPECIFICATIONS

- THESE DRAWINGS ARE DIAGRAMMATIC AND SHOW GENERAL ARRANGEMENTS, SIZES, AND LOCATIONS OF EQUIPMENT. ALL EQUIPMENT SHALL BE INSTALLED COMPLETE WITH FURNISHING ALL REQUIRED COMPONENTS.

- ALL WORK INDICATED IS BASED UPON CONFORMANCE WITH THE NATIONAL ELECTRICAL CODE AND IS SUBJECT TO LOCAL CODE INTERPRETATION AND IS CONFINED TO WITH-IN THE FOOTPRINT OF THE UNIT.

CONFORMANCE TO LOCAL CODE, AND ANY OTHER REQUIREMENTS APPLICABLE TO THIS PRODUCT SHALL BE THE RESPONSIBILITY OF THE END USER. THE END USER SHALL SUBMIT ALL REQUIRED DRAWINGS FOR APPROVAL TO ANY AGENCIES REQUIRING THEM AND OBTAIN NECESSARY PERMITS.

- ALL EQUIPMENT FURNISHED SHALL BE NEMA STANDARD, NEW, AND UL LISTED.

- UNLESS OTHERWISE SPECIFIED, THE MANUFACTURER SHALL FURNISH AND INSTALL CONDUIT, WIRING, AND DISCONNECTS FOR ALL ELECTRICALLY OPERATED EQUIPMENT, INCLUDING FINAL CONNECTIONS TO SAME WITH-IN THE FOOTPRINT OF THE UNIT. DICCONNECT IS NOT REQUIRED FOR PLUG IN EQUIPMENT

- ALL EMT CONDUIT FITTINGS SHALL BE COMPRESSION TYPE AS MANUFACTURED BY APPLETON, CROUSE- HINDS OR RACO.

- ALL CONDUCTORS SHALL BE COPPER TYPE THHN/THWN. MINIMUM SIZE #12 AWG. AS MANUFACTURED BY HATFIELD, COLLIER OR ANACONDA.

- LIGHT FIXTURE OUTLET BOXES SHALL BE A 4" OCTAGON BOX NOT LESS THAN 1-1/2" DEEP. TOGGLE SWITCH, RECEPTACLE OUTLET BOXES SHALL BE 4" SQUARE, NOT LESS THAN 1-1/2" DEEP. GARVIN DEVICE COVERS SHALL BE USED FOR EXPOSED JUNCTION BOX INSTALLATIONS. JUNCTION BOXES SHALL BE AS MANUFACTURED BY APPLETON, RACO OR STEEL CITY.

- CAST SWITCH, OUTLET AND JUNCTION BOXES OR CONDUIT FITTINGS SHALL BE USED IN ALL DAMP OR WET LOCATIONS. THEY SHALL HAVE THREADED HUBS AND GASKETED COVERS. THEY SHALL BE AS MANUFACTURED BY HOFFMAN, ADALET OR APPLETON.

- ALL LOCAL SWITCHES FOR CONTROL OF LIGHTING SHALL BE RATED 20 AMPERE, 277 VOLT A.C. TUMBLER TYPE AS FOLLOWS (COLOR AS SELECTED BY MANUFACTURER): SINGLE POLE HUBBELL #1221. ARROW HART AND P&S APPROVED EQUAL.

- SPECIFICATION GRADE DUPLEX RECEPTACLES SHALL BE 20 AMPERE, 125 VOLT 3 WIRE GROUNDING TYPE EQUAL TO HUBBELL 5362, A-H OR P&S APPROVED EQUAL. DEVICE COLOR AS SELECTED BY MANUFACTURER. G.F.I. RECEPTACLES SHALL BE EQUAL TO HUBBELL #GF5352. SPECIAL RECEPTACLES SHALL BE AS NOTED ON THE DRAWINGS.

- ALL PANELBOARD'S SHALL HAVE COPPER BUSSBARS AND SHALL BE AS MANUFACTURED BY I.T.E., SQUARE D OR WESTINGHOUSE. ALL CIRCUIT BREAKERS SHALL BE BOLT-ON. 15 AND 20 AMP SINGLE POLE BREAKERS SHALL BE RATED FOR SWITCHING DUTY.

MINIMUM U.L. LISTED INTERRUPTING RATINGS (RMS SYM. AMPS) SHALL BE AS FOLLOWS:

240 VOLT MAXIMUM BREAKERS

15-100 AMP = 10,000 AIC
110-225 AMP = 22,000 AIC

- LIGHT FIXTURES SHALL BE FURNISHED COMPLETE WITH LAMPS, LENSES, END CAPS, MOUNTING HARDWARE, ETC. TO PROVIDE A COMPLETE AND WORKING SYSTEM.

- THESE DRAWINGS ARE NOT SITE SPECIFIC NOR ARE THEY DESIGNED TO LOCAL CODE REQUIREMENTS BUT ENTAIL THE GENERAL DESIGN CONCEPT, COMPONENTS, INTENT AND SHALL BE MODIFIED FOR A SPECIFIC ORDER AND LOCAL CODE REQUIREMENTS.



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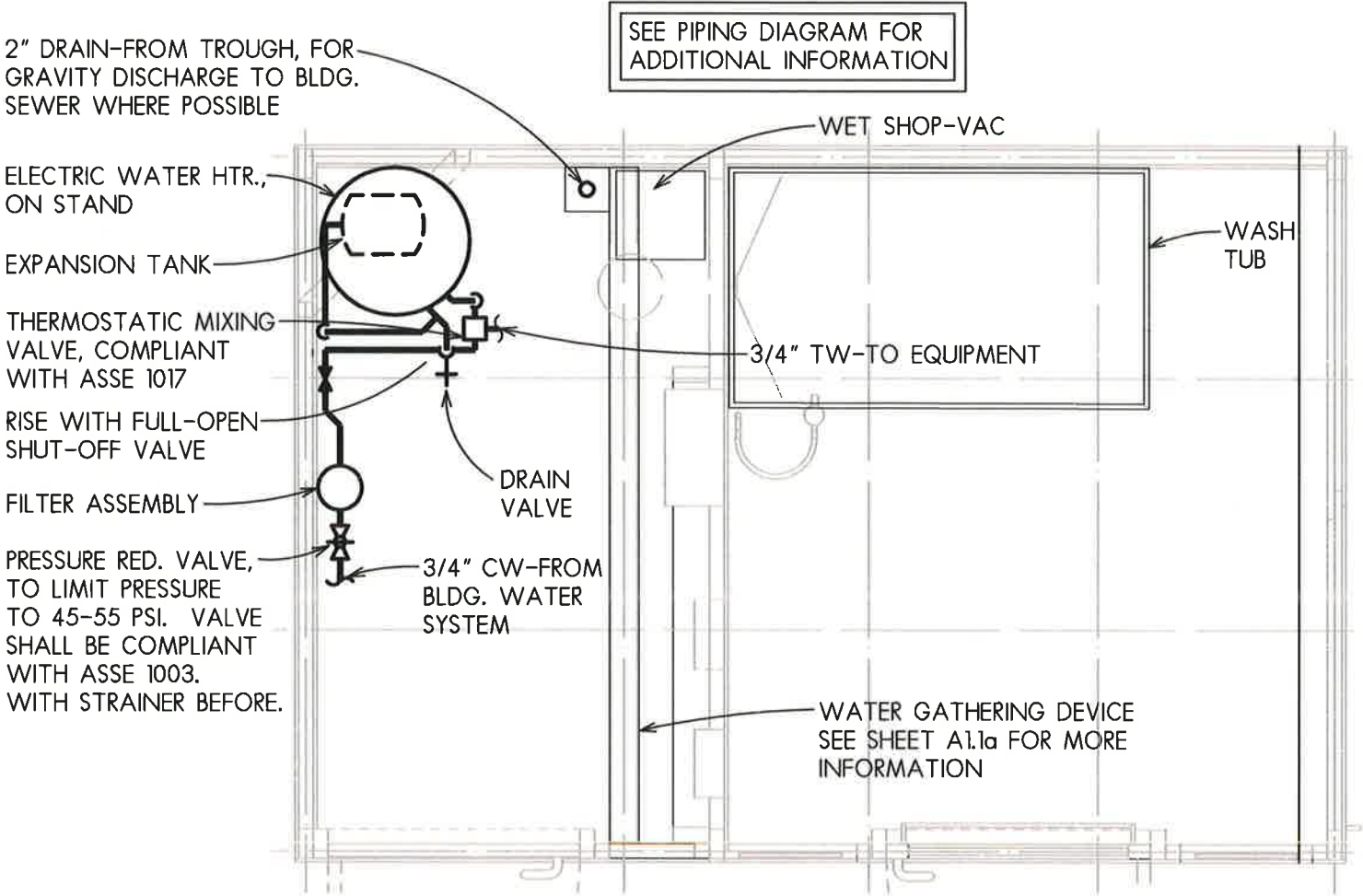
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SHEET TITLE:
ELECTRICAL NOTES

SHEET NUMBER:
E-3.1

PLUMBING SYMBOLS	
SYMBOL	DESCRIPTION
	PIPE TURNED UP
	PIPE TURNED DOWN
	SHUT-OFF VALVE
	PRESSURE REDUCING VALVE

PLUMBING ABBREVIATIONS	
MARK	DESCRIPTION
CW	COLD WATER
HW	HOT WATER
TW	TEMPERED WATER



- NOTES:**
1. END USER SHALL BE RESPONSIBLE FOR CONNECTING SYSTEM WATER SUPPLY AND SANITARY SEWER TO BUILDING WATER AND SANITARY SEWER SYSTEMS.
 2. ALL WATER PIPING SHALL BE PEX MATERIAL COMPLIANT WITH STANDARDS OF ASTM F 876; ASTM F 877; CSA B 137.5.
 3. ALL WASTE AND VENT PIPING SHALL BE SCH. 40 PVC COMPLIANT WITH STANDARDS OF ASTM D 2665; ASTM F 891; ASTM F 1488; CSA B 181.2.



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REGISTERED PROFESSIONAL ENGINEER
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STATE OF UTAH
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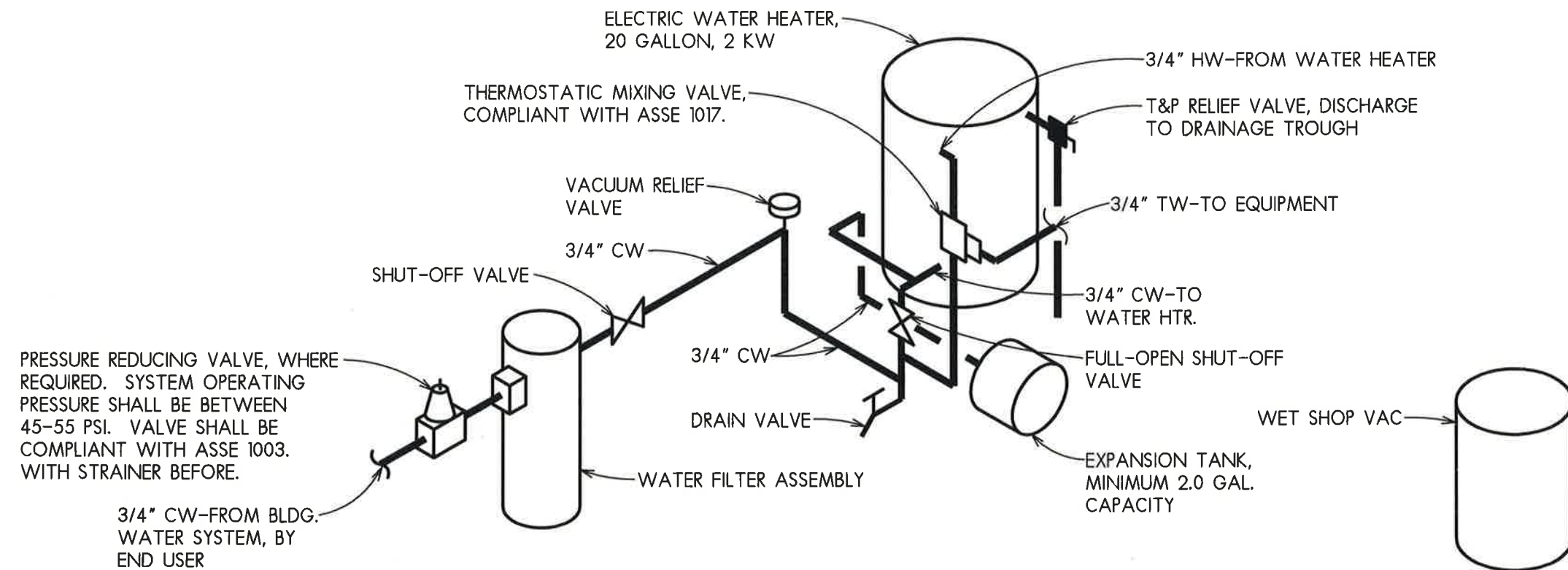
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PLUMBING PLAN

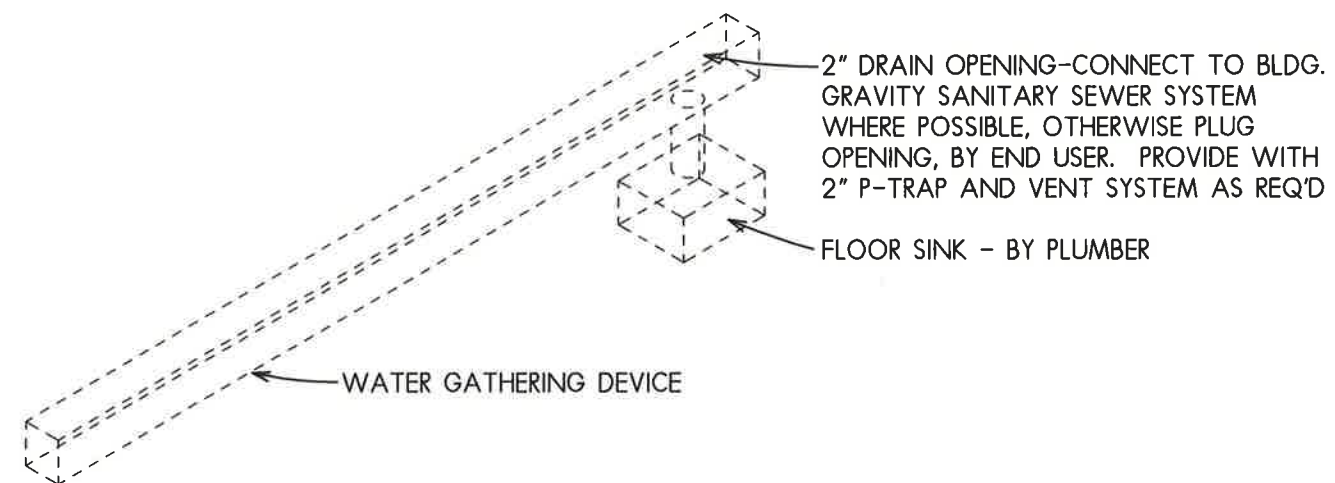
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P-1.1

SCALE: 1/2" = 1'-0"



NOTES:

1. END USER SHALL BE RESPONSIBLE FOR CONNECTING SYSTEM WATER SUPPLY AND SANITARY SEWER TO BUILDING WATER AND SANITARY SEWER SYSTEMS.
2. ALL WATER PIPING SHALL BE PEX MATERIAL COMPLIANT WITH STANDARDS OF ASTM F 876; ASTM F 877; CSA B 137.5.
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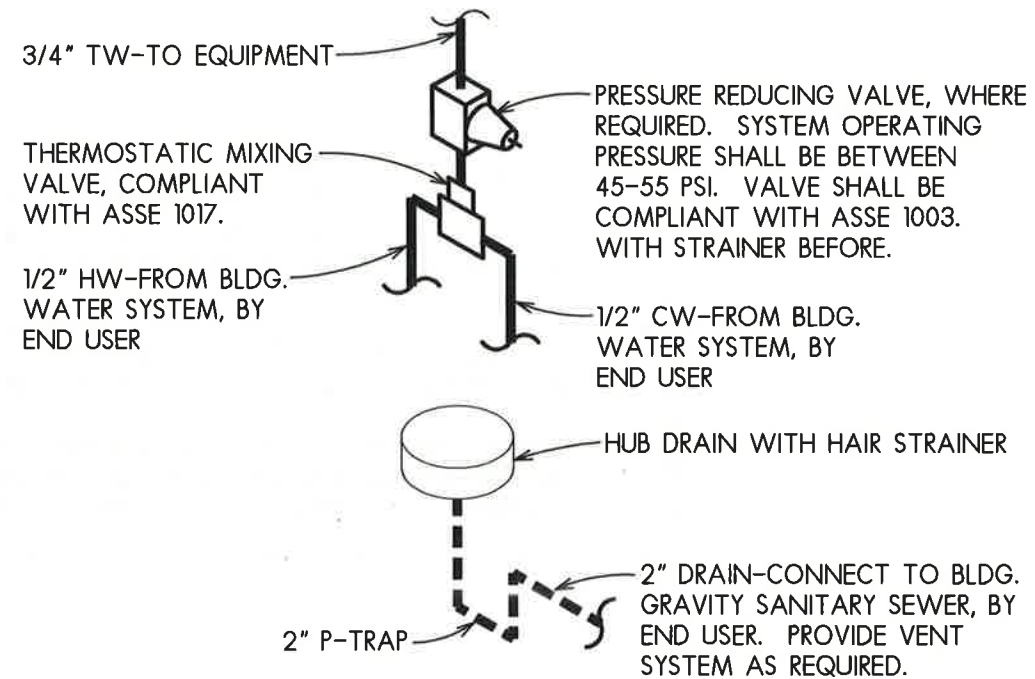
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SHEET TITLE:
PIPING DIAGRAM

SHEET NUMBER:
P-1.2



NOTES:

1. END USER SHALL BE RESPONSIBLE FOR CONNECTING SYSTEM WATER SUPPLY AND SANITARY SEWER TO BUILDING WATER AND SANITARY SEWER SYSTEMS.
2. ALL WATER PIPING SHALL BE PEX MATERIAL COMPLIANT WITH STANDARDS OF ASTM F 876; ASTM F 877; CSA B 137.5.
3. ALL WASTE AND VENT PIPING SHALL BE SCH. 40 PVC COMPLIANT WITH STANDARDS OF ASTM D 2665; ASTM F 891; ASTM F 1488; CSA B 181.2.

PIPING DIAGRAM-FLIP TUB STYLE

NO SCALE



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SHEET TITLE:
PIPING DIAGRAM
FLIP TUB STYLE

SHEET NUMBER:

P-1.3



Elway's Doggie Wash

ALPINE



A 3D architectural rendering of a small, modern dog wash building. The building has a grey roof and a base with a stone-like texture. The main body is composed of large glass panels framed in black. A sign on the roof reads "Elway's Doggie Wash" with a dog head logo. The right door is white with the same logo and two paw prints. The building is set on a light grey gravel path, surrounded by green grass, trees, and shrubs with brown mulch.

 **Elway's Doggie Wash** 

Elway's

Doggie Wash





Elway's Doggie Wash

Elway's

Doggie Wash





 **Elway's Doggie Wash** 

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ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution R2022-24: AT&T Lease Agreement

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approve the lease agreement with AT&T.

BACKGROUND INFORMATION:

AT&T has been working through the site plan process to collocate on the City-owned cellular tower in Lambert Park. The site plan was recently approved. AT&T has provided a draft lease agreement for consideration by the City Council. Comments from Craig Hall and I regarding lease rates on other items will be provided prior to the city council meeting.

STAFF RECOMMENDATION:

Review and approve the lease agreement with AT&T, with the inclusion of any comments that come from the discussion.

SAMPLE MOTION TO APPROVE:

I move to approve Resolution R2022-24 – a lease agreement with AT&T to collocate on the city-owned cellular tower located in Lambert Park.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve Resolution R2022-24 – a lease agreement with AT&T to collocate on the city-owned cellular tower located in Lambert Park, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny Resolution R2022-24 – a lease agreement with AT&T to collocate on the city-owned cellular tower located in Lambert Park based on the following:

- ***Insert Finding***

Market: Rocky Mountain Region (RMR)
Cell Site Number: UTL04050
Cell Site Name: North Alpine
PACE Number: MRUTH025332
Fixed Asset Number: 15705694

TOWER STRUCTURE LEASE AGREEMENT

THIS TOWER STRUCTURE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Alpine City Corporation, which acquired title as The City of Alpine, a municipal corporation, having a mailing address of 20 North Main Street, Alpine, UT 84004 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, 13F Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a tower structure (the “**Tower**”), together with all rights and privileges arising in connection therewith, located at 975 North 1450 East, Alpine, UT 84004 (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) Approximately XXX+/- square feet of ground space, as described on attached **Exhibit 1**, for the placement of Tenant’s equipment (the “**Ground Space**”);

(b) The portion of the Tower selected by Tenant and dedicated for Tenant’s exclusive use and consisting of an envelope of twelve (12) contiguous vertical feet of space within which any portion of Tenant’s communication equipment and improvements might be located, operated or maintained (the “**Primary RAD Space**”). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which Tenant’s communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Tenant may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Tenant’s improvements and equipment that extend outside the Primary RAD Space (the “**Extended Primary RAD Space**”), subject to Tenant’s confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(c) Those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant’s utility providers) are located between the Ground Space or any Incremental Ground Space and the Primary RAD Space or any Additional RAD Space and between the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Ground Space and Primary RAD Space; and between Tenant’s equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Ground Space, Primary RAD Space, and Connection Space are hereinafter collectively referred to as the “**Premises**.”

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**” or “**Communication Facilities**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Landlord agrees that Tenant may use and occupy additional space on the Tower at any additional RAD center(s) (each, an “**Additional RAD**,” and the additional space that AT&T uses or occupies, the “**Additional RAD Space**”) upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Tenant’s confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Site Structure on which the Incremental Equipment is located, operated, or maintained. Tenant may also use additional ground space at the Property in increments of one square foot outside of the Ground Space, provided that such space is available or might be made available (the “**Incremental Ground Space**”). Upon Tenant’s use of any Additional RAD, Additional RAD Space, or Incremental Ground Space, such RAD or space shall be deemed part of the Premises.

3. TERM.

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for five additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual

Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term**.”

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Fifteen Hundred and No/100 Dollars (\$1500.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) In the event that Tenant uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars (\$250.00) per month per each Additional RAD (the “**Additional RAD Rent**”). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In the event that Tenant uses or occupies Incremental Ground Space, Rent shall be increased by ten and No/100 Dollars (\$10.00) per month per square foot of space (the “**Incremental Ground Space Rent**”). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(d) In addition to the Additional RAD Rent, in the event that Tenant uses or occupies any Additional RAD Space and (i) Tenant has used all of the Allowed Wind Load Surface Area, (ii) structural modifications are required because Tenant’s use or occupancy of the Additional RAD Space causes the Tower to exceed the maximum allowable combined stress ratio under the structural standards generally accepted within the telecommunications industry (the “**Structural Standards**”), and (iii) Tenant elects under Section 14(b) to have Landlord pay for those structural modifications, Rent shall be increased by the amount of \$0.08 per square inch of Wind Load Surface Area that exceeds the Allowed Wind Load Surface Area (the “**Incremental Use Rent**”). Otherwise, no Incremental Use Rent or other additional fees or charges shall be due and owing. The initial amount of Incremental Use Rent, if any, shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(e) Upon the commencement of each Extension Term, the monthly Rent will increase by [ten percent (10%)] over the applicable Rent in effect during the previous five (5) year term.

(f) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the

Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable

attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; and (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances

prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable

wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications to comply with the Structural Standards, Tenant may, in its sole discretion, pay Landlord either (i) the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Tenant be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(d) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises.

Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. [Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.]

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
Re: Cell Site #: UTL04050; Cell Site Name: North Alpine, UT
Fixed Asset #: 15705694
1025 Lenox Park Blvd NE 3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: UTL04050; Cell Site Name: North Alpine, UT
Fixed Asset #: 15705694
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: City Administrator
20 North Main
Alpine, UT 84004

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to

pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b) of this Agreement.

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 of this Agreement.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents,

Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any

claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’

fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

Alpine City Corporation, which acquired title as The City of Alpine, a municipal corporation

By: _____
Print Name: [_____]]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Tower Structure Lease Agreement dated [Insert Date] , 20 , by and between Alpine City Corporation, which acquired title as The City of Alpine, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

LESS AND EXCEPT THEREFROM that portion lying South of the North line of and as conveyed by that certain Boundary Line Agreement, recorded October 7, 2005 as Entry No. 114350:2005 in the Office of the Recorder of Utah County, State of Utah.

ALSO LESS AND EXCEPT THEREFROM that portion lying South of the North line of and as conveyed by that certain Boundary Line Agreement, recorded October 31, 2005 as Entry No. 124149:2005 in the Office of the Recorder of Utah County, State of Utah.

ALSO LESS AND EXCEPT THEREFROM that portion lying South of the North line of and as conveyed by that certain Boundary Line Agreement, recorded January 25, 2006 as Entry No. 9398:2006 in the Office of the Recorder of Utah County, State of Utah.

(For information purposes: known as Tax ID No. 11-044-0062)

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 2022, by and between Community in Christ Lutheran Brethren Church of Colorado, a Colorado, non-profit corporation having its principal office/residing at 12229 West 80th Avenue, Arvada, Co 80005 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Tower Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 2022, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with [[Spell It] ()] successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

Alpine City Corporation, which acquired title as The City of Alpine, a municipal corporation

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2022, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2022 before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20____, by and between Alpine City Corporation, which acquired title as The City of Alpine, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

LESS AND EXCEPT THEREFROM that portion lying South of the North line of and as conveyed by that certain Boundary Line Agreement, recorded October 7, 2005 as Entry No. 114350:2005 in the Office of the Recorder of Utah County, State of Utah.

ALSO LESS AND EXCEPT THEREFROM that portion lying South of the North line of and as conveyed by that certain Boundary Line Agreement, recorded October 31, 2005 as Entry No. 124149:2005 in the Office of the Recorder of Utah County, State of Utah.

ALSO LESS AND EXCEPT THEREFROM that portion lying South of the North line of and as conveyed by that certain Boundary Line Agreement, recorded January 25, 2006 as Entry No. 9398:2006 in the Office of the Recorder of Utah County, State of Utah.

(For information purposes: known as Tax ID No. 11-044-0062)

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ALPINE CITY

RESOLUTION NO. 2022-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TOWER
STRUCTURE LEASE AGREEMENT LOCATED AT 975 NORTH 1450
EAST, ALPINE, UTAH**

WHEREAS, Alpine City (the “City”) is the owner of a certain cell tower structure within the City’s boundaries; and

WHEREAS, New Cingular Wireless, PCS, LLC has expressed interest in leasing space on said tower for the purpose of located equipment for business purposes; and

WHEREAS, the City has been presented with a proposed lease agreement which has been negotiated between the parties and is attached as Exhibit A; and

WHEREAS, the general terms of the lease provide for a five-year initial term with possible five additional optional extensions with an annual payment of approximately \$20,000 per annum payments subject to cost-of-living adjustments and limiting the amount of space to be utilized on the tower; and

WHEREAS, the City personnel have reviewed said Exhibit and recommend that the City approve said agreement; and

WHEREAS, the City Council of Alpine have discussed and reviewed the proposed lease agreement and interlocal agreement and find that it is fair and equitable for both parties and that it ensures the long-term viability of the facility for its member partners; and

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

That the mayor is authorized to sign the Tower Structure Lease Agreement in substantially the form of Exhibit A, attached hereto and consistent with the terms and conditions contained in Exhibit A and incorporated for all purposes.

PASSED AND APPROVED this 24th day of May, 2022.

ALPINE CITY COUNCIL

By: _____
Carla Merrill, Mayor

[SEAL]

VOTING:

Jessica Smuin	Yea	___	Nay	___
Lon Lott	Yea	___	Nay	___
Jason Thelin	Yea	___	Nay	___
Kelli Law	Yea	___	Nay	___
Greg Gordon	Yea	___	Nay	___

ATTEST:

Bonnie Gordon
City Recorder

EXHIBIT A

Tower Structure Lease Agreement

ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution R2022-23: Participation in the Utah County CDBG Program

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approve Resolution R2022-23 to participate in the Utah County CDBG Program.

BACKGROUND INFORMATION:

Mayor Merrill recently met with a representative from Mountainland Association of Governments to learn about the Utah County CDBG program. Participation in the program could provide grant and funding opportunities which would be beneficial to the City.

STAFF RECOMMENDATION:

Approve Resolution R2022-23 to participate in the Utah County CDBG Program.

SAMPLE MOTION TO APPROVE:

I move to approve Resolution R2022-23 for Participation in the Utah County CDBG Program.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve Resolution R2022-23 for Participation in the Utah County CDBG Program, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny Resolution R2022-23 for Participation in the Utah County CDBG Program based on the following:

- ***Insert Finding***

AGREEMENT NO. 2022-

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY and ALPINE CITY

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for FEDERAL FISCAL YEARS 2023 THROUGH 2025

and successive 3 year periods thereafter

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, and ALPINE CITY, a municipal corporation..

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing,

shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 91 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD’s grant computation purposes, and no city

or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three-year term with successive three-year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2023-2025 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years 2023-2025 and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities

may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the three Federal Fiscal Years and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as

an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any

CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. The City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition, the City and the County shall take all actions necessary to assure compliance with the certification

required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, that the grant will be conducted in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but

must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. The City affirms that it has adopted and is enforcing:

- (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

- (a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,
- (b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three-year (*cooperation*) agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by The City and by the County on the ____ day of _____, 2022.

By signing below, Alpine City accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2023, 2024, and 2025.

Mayor Carla Merrill

SIGNATURE PAGE FOR UTAH COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 2023 – 2025 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Thomas V. Sakievich, Chair

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this _____ day of _____, 2022, personally appeared before me Thomas Sakievich, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of _____ County, by authority of law.

NOTARY PUBLIC
Residing in _____ County

ATTEST: JOSH DANIELS
Utah County Clerk/Auditor

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE
LAWS: DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy Clerk/Auditor

Deputy County Attorney

ALPINE CITY

RESOLUTION NO. R2022-23

**A RESOLUTION OF ALPINE CITY TO PARTICIPATE IN THE UTAH
COUNTY CDBG PROGRAM**

WHEREAS, Alpine City, Utah (the “City”) is not a Community Development Block Grant (CDBG) Entitlement city; and

WHEREAS, Alpine City has entered into an interlocal agreement to participate in the Utah County CDBG program.

WHEREAS, the City Council finds it is in the best interest of the municipality and the general health, safety and welfare of the public that this Resolution should be passed.

NOW THEREFORE, BE IT RESOLVED, by the city council of Alpine City that the attached Agreement with Utah County is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. The mayor is authorized to execute the attached Interlocal Cooperation Agreement and future agreement that provide for the continuation of the city and county cooperation in the CDBG program; and

FURTHER RESOLVED, that the city council of Alpine City hereby adopts, or affirms, the following policies: (a) a policy prohibiting the use of excessive force by law enforcement agencies within the City’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and (b) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The City Council adopts Resolution R2022-23 to participate in the Utah County CDBG Program.

PASSED AND APPROVED this 24th day of May 2022.

By: _____
Carla Merrill, Mayor

[SEAL]

VOTING:

Jessica Smuin	Yea ____Nay ____
Lon Lott	Yea ____Nay ____
Jason Thelin	Yea ____Nay ____
Kelli Law	Yea ____Nay ____
Greg Gordon	Yea ____Nay ____

ATTEST:

Bonnie Cooper
City Recorder

DEPOSITED in the office of the City Recorder this 24th day of May, 2022.

RECORDED this 24th day of May, 2022.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Summer 2022 Food Trucks

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: Councilmembers Jessica Smuin and Kelli Law

ACTION REQUESTED BY PETITIONER: Approve the food truck event proposal for 2022.

BACKGROUND INFORMATION:

A few years ago, the City Council approved allowing food trucks to come to Alpine on a set night for as a community event. The food truck event has not happened for a year or two, possibly due to the pandemic. There is an effort to bring the food trucks back to Alpine for the summer of 2022. The email from Councilmember Smuin included in the packet outlines the current proposal.

STAFF RECOMMENDATION:

Approve the requested food truck event as requested for the summer of 2022.

SAMPLE MOTION TO APPROVE:

I move to approve the Food Truck Event for the summer of 2022 as outlined.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve the Food Truck Event for the summer of 2022 as outlined, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the Food Truck Event for the summer of 2022 based on the following:

- ***Insert Finding***

Shane Sorensen

From: Jessica Smuin
Sent: Wednesday, May 18, 2022 11:19 PM
To: Shane Sorensen; Carla Merrill
Cc: Kelli Law
Subject: Agenda Item Council Meeting May 24th

Shane and Carla,

I met with Eliot from the Food Truck League, <https://thefoodtruckleague.com> and he will be able to coordinate and promote a summer food truck series in Alpine. As a result of our late notification the only evening still available is Tuesdays. We discussed the conflict with council meeting and he said this could work in our favor because it is already a community focused evening. He has seen good turn out with food trucks scheduled on the same evening as city meetings.

The following are the details we discussed:

June 14 to August 2 - Legacy Park
5:00 - 8:30

No city staff needed, the League will do all promotions and banners and set up the first couple of times
Carolyn suggested the trucks line up on main with windows facing the park which Eliot agreed
Staff and Council members could be given vouchers to grab their dinner and meet at city office
There is no expense or revenue for the city. This would be a community service provided.

Public works would need to empty trashes on Wednesday morning, We could see if AYC or another youth group would take on that assignment.

Jessica

ALPINE CITY COUNCIL AGENDA

SUBJECT: Conflict of Interest Disclosure

FOR CONSIDERATION ON: 24 May 2022

PETITIONER: Mayor Merrill

ACTION REQUESTED BY PETITIONER: Approve the use of the conflict of use disclosure and ethical behavior pledge forms.

BACKGROUND INFORMATION:

Mayor Merrill has proposed that we use the conflict of interest disclosure and ethical behavior pledge forms provided by the State auditor's office. These forms are included for your review.

STAFF RECOMMENDATION:

Approve the use of the conflict of interest and ethical behavior forms from the State auditor's office.

SAMPLE MOTION TO APPROVE:

I move to approve the use of the conflict of interest and ethical behavior pledge forms as provided.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to the use of the conflict of interest and ethical behavior pledge forms as provided, subject to the following conditions/changes:

- ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the use of the conflict of interest and ethical behavior pledge forms as provided based on the following:

- ***Insert Finding***



OFFICE OF THE
STATE AUDITOR

Conflict of Interest Disclosure Form

Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all officers of [entity name] pursuant to Utah Code Annotated 17-16a-6, 7, and 8. If additional space is needed, please use a separate sheet of paper. Per statute, the information provided shall be kept on file with the [governing body] and may be subject to disclosure to the public.

I, _____ am the duly elected/appointed
_____ of [entity name].

- 1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of [entity name], and within such business entities, I hold the following positions:

Business Entity Name:

Position within Business Entity:

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation of the County." A business which is simply issued a business license by the County may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the County. Businesses regulated by interlocal agencies of which the County is a member may or may not be deemed to be a business regulated by the County (i.e., a restaurant subject to regulations imposed by an interlocal agency).

A business entity which requires a conditional use permit to operate may more likely be deemed to be a business entity regulated by the [entity type] than a business that simply receives a business license from the County.

- 2) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which do business with or anticipate doing business with [entity name]:

Business Entity Name:

Position within Business Entity:

Please note that pursuant to U.C.A. §17-16a-7, an officer must disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the [entity type] may do with any such entity, regardless of whether a disclosure of interest or involvement in the business was made in this document.

- 3) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties:

* * * OPTIONAL DISCLOSURES * * *

- 4) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

DATED THIS _____ DAY OF _____ [year]

By: _____

Title/Office: _____

SWORN TO AND SUBSCRIBED BY ME

THIS _____ DAY OF _____ [year]

NOTARY PUBLIC



OFFICE OF THE
STATE AUDITOR

Ethical Behavior Pledge Form

Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of [entity name]:

I, _____ am the duly elected/appointed
_____ of [entity name].

I pledge to adhere to the code of ethics as approved by the [governing body]. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and [entity type] [ordinance] provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the [entity name] code of ethics.

DATED THIS _____ DAY OF _____ [year]

By: _____

Title/Office: _____

SWORN TO AND SUBSCRIBED BY ME

THIS _____ DAY OF _____ [year]

NOTARY PUBLIC