



ALPINE CITY COUNCIL MEETING

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a **Meeting** on **TUESDAY, February 11, 2014** at **7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

I. CALL MEETING TO ORDER

- A. **Roll Call** Mayor Don Watkins
- B. **Prayer:** Troy Stout
- C. **Pledge of Allegiance:** By Invitation

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

III. CONSENT CALENDAR

- A. **Approve the minutes of January 28, 2014.**
- B. **Interlocal Cooperation Agreement for NPDES Phase II Storm Water Public Education and Outreach Best Management Practice Compliance**
- C. **Resolution No. R2014-01 - Appointing Chief Brian Gwilliam to the North Utah Valley Animal Services Special Service District**

IV. REPORTS AND PRESENTATIONS

- A. **Alpine's Distinguished Young Women - Kelli Rhodes**

V. ACTION/DISCUSSION ITEMS

- A. **Interview City Council Applicants:** The City Council will interview the following six candidates who have applied for the vacant seat on the City Council. Ron Eaton, Steve Cosper, James Johnston, Tessa White, Jared Shuman, Lon Lott.
- B. **Appointment to the City Council Vacancy and Swearing-in:** The Council will select a new Council member who will be sworn in.
- C. **Ordinance No. 2014-02 - Keystone Annexation and Agreement:** The Council will consider approving the Annexation and Annexation Agreement for 4.86 acres located at approximately 1380 N. Grove Drive.
- D. **Water Presentation - Shane Sorensen:** City Engineer Shane Sorensen will review the updated water study.

VI. STAFF REPORTS

VII. COUNCIL COMMUNICATION

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

IX. ACTION ITEMS

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

ADJOURN

Don Watkins, Mayor
February 7, 2014

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

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

ALPINE CITY COUNCIL MEETING
Alpine City Hall, 20 North Main, Alpine, UT
January 28, 2014

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

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

Mayor Don Watkins

Council Members: Troy Stout, Roger Bennett, Mel Clement

Council Members not present: Will Jones, Kimberly Bryant

Staff: Rich Nelson, David Church, Shane Sorensen, Jason Bond, Annalisa Beck, Chief Brian Gwilliam, Jannicke Brewer, Ron Devey

Others: Charles Conklin, Thomas Webb, Nicholas Conklin, Dana Ferguson, Jeff Brodie, Hayden Webb, Spencer Heslop, John Taylor, Josh Heslop, Matt Heslop, Tim Carter, Jonathan Rowley, Tessa White, Ron Eaton

B. Prayer: Tessa White

C. Pledge of Allegiance: Thomas Webb

There were a large number of boy scouts present at the meeting and Mayor Watkins asked them to introduce their troops.

Josh Heslop introduced Troop #1150. Tim Carter introduced Troop# 857. Jonathan Rowley introduced Troop #1112.

II. PUBLIC COMMENT: John Taylor said his wife was delighted by the Christmas lights in the roundabout and thanked the City for putting them up.

Dana Ferguson said he had been David Church's neighbor in the Avenues in Salt Lake City years earlier.

III. CONSENT CALENDAR

A. Approve the minutes of January 14, 2014

MOTION: Roger Bennett moved to approve the Consent Calendar. Mel Clement seconded. Ayes: 3 Nays: 0. Roger Bennett, Mel Clement and Troy Stout voted aye. Motion passed.

IV. REPORTS AND PRESENTATIONS

A. Honor Flight - Robert Franson: Mr. Franson was not present.

V. ACTION/DISCUSSION ITEMS

PUBLIC HEARING ON BUDGET OPENING FOR FISCAL YEAR 2013-2014

Mayor Watkins opened the Public Hearing.

Annalisa Beck explained they were amending the Budget for fiscal year 2013-14 to make two changes. First, Mayor Watkins was not going to collect his salary. Instead he wanted to put it toward a new line

1 item for the Mayor's Discretionary Fund which would be used unbudgeted items that may come up.
2 Second, they needed to transfer \$30,000 from Fund Balance for legal fees.

3
4 There were no comments from the public. The Public Hearing was closed.

5
6 **A. Ordinance No. 2014-01 Amending the Budget for Fiscal Year 2013-14.** The Council had
7 received copies and the amended budget and had reviewed it. Troy Stout commended the Mayor for
8 donating his salary.

9
10 **MOTION:** Troy Stout moved to pass the Ordinance No. 2014-01 Amending the Budget for Fiscal Year
11 2013-14. Mel Clement seconded. Ayes: 3 Nays: 0. Troy Stout, Mel Clement and Roger Bennett voted
12 aye. Motion passed.

13
14 Troy commended the mayor for what he was doing.

15
16 **B. Appointment to the Board of Adjustment:** Rich Nelson said Mike Crossley's term on the
17 Board of Adjustment expired in February 2014. He had indicated a willingness to continue serving on the
18 Board.

19
20 Rich Nelson explained the role of the Board of Adjustment to the scouts. Mayor Watkins explained the
21 role of the Planning Commission.

22
23 **MOTION:** Troy Stout moved to approve the reappointment of Mike Crossley to the Board of
24 Adjustment. Mel Clement seconded. Troy Stout, Mel Clement and Roger Bennett voted aye. Motion
25 passed.

26
27 **C. Bookmobile Agreement:** Rich Nelson said the agreement for County Bookmobile services
28 was the same as the previous year. There were the same hours and locations and for the same amount of
29 money which was \$13,200.00.

30
31 **MOTION:** Mel Clement moved to approve the County Bookmobile Agreement for fiscal year 2013-
32 2014 for the same service they City received the previous year. Roger Bennett seconded. Ayes: 3 Nays: 0.
33 Troy Stout, Mel Clement and Roger Bennett voted aye. Motion passed.

34
35 **D. Budget Workshop:** Rich Nelson reviewed the Goals and Objectives the Council had set for
36 fiscal year 2012-13, most of which were ongoing. A few were completed including the 5-Year Financial
37 Projections. A Hearing Officer had been appointed as the appeal authority who handled everything
38 except variance requests and personnel grievances. The Board of Adjustment continued to function and
39 handled variance requests to the zoning ordinance.

40
41 He reviewed the 5-Year Financial Projections. A few things had changed including moving the City
42 Planner position from part-time to fulltime. Because of the Quail Fire and the subsequent flooding, there
43 were some unanticipated major construction projects. He asked the Council what they wanted to achieve
44 in the City for the next year.

45
46 Mayor Watkins said he would like to have goals that were achievable and measurable. Rich Nelson said
47 he would email the Council and remind them to weigh-in on the existing goals and suggest other goals
48 they might have.

1 There was a question about the funds for Creekside Park. Annalisa Beck said the City had used 1.6
2 million dollars from the capital improvement fund, and hadn't had to use money from the pressurized
3 irrigation fund for the park.

4
5 Rich Nelson said they would be talking more about the budget for the Lone Peak Public Safety District,
6 the fire and EMS in particular. They would also discuss whether or not the City wanted to have an opt-
7 in/opt-out program for green waste and recycling. He anticipated the City would save a lot of money if
8 they had green waste pickup. Mr. Nelson said the City had made significant improvements in emergency
9 preparedness.

10
11 The bond for pressurized irrigation was the only bond the City had. It had started at 8 million in 2000 and
12 in 2010 they owed a balance of 5 million. It was recently refinanced to a lower interest rate. It would be
13 paid off in 2025-26.

14
15 Mr. Nelson said the big financial issues would be the PI system and the Public Safety District. They
16 would have the water report at the next meeting.

17
18 There was a discussion about the issue of rent paid and received on PSD buildings. Mr. Nelson said it was
19 his opinion the entities should own their own buildings and stop paying rent. Mayor Watkins said he
20 would have to sell the PSD Board on that . There was a discussion about making the fire department its
21 own taxing entity. Mayor Watkins said the negative of that would be that the cities would lose control.

22
23 David Church said that right now the Lone Peak Public Safety District was an independent entity. The
24 cities sent representatives to the governing board. They were considering changing it from an interlocal
25 government to a property taxing authority. They cities would still appoint the board members. Initially it
26 would lower the cities' property tax. The citizens would still be paying the tax but to a different entity.
27 Mr. Church said the challenge was that the PSD was currently supported by sales tax as well as property
28 tax. If it became a taxing authority, it would no longer have access to sales tax. The cities would have to
29 contribute money to the PSD in order to keep the same level of funding, or the PSD would have to raise
30 taxes.

31
32 Rich Nelson said that if the PSD wanted to raise taxes, they would have to go through the truth in taxation
33 process.

34
35 The question was raised of each city having their own public safety department. Police Chief Brian
36 Gwilliam said he would hate to see the PSD split up due to economy of scale. They could accomplish a
37 lot with fewer officers when they worked together. Regarding the issue of paying rent on buildings, he
38 said there was a time when Highland City paid rent to Alpine for the new fire station and police station
39 that Alpine had built several years earlier, and Highland City was not consulted on it. He said that even
40 after the bond was paid off, Highland continued to pay rent.

41
42 **E. Council Training on Open/Closed meetings – David Church:** David Church said the Utah
43 Code required an annual open meeting training for every board, council, etc. The Open Public Meeting
44 Act applied to any public body created by ordinance. A meeting was defined as the presence of more than
45 two members of an official body that was supported by public funds with the ability to take action. The
46 meeting required 24 hour notice with an sufficiently detailed agenda that was posted at the place of the
47 meeting and sent to the media and posted on the state and city websites. It excepted chance get-togethers
48 and social occasions. Deliberations and decisions had to be done openly. Public participation was not
49 required but the public had to be able to be present. Minutes had to be kept at all meetings. If the public
50 spoke, their name was to be recorded along with the substance of what they said. Actual motions were to
51 be recorded along with the vote of each member and the substance of what the council said. Draft minutes

1 should be available to the public when they were available to the council. All meetings should be
2 recorded and the recording maintained.

3
4 Closed meetings had to be opened as a public meeting, then they could vote to go to a closed session.
5 Personnel issues could not be discussed in a closed meeting but an individual could be discussed. The
6 council could also discuss litigation strategy. Regarding acquisition or sale of real property, the strategy to
7 get the best sale price could be discussed in a closed meeting but not whether or not they should buy or
8 sell. They could also talk about the deployment of security devices in a closed meeting. No ordinance,
9 resolution, rule, regulation, contract or appointment could be approved at a closed meeting. It was not
10 permissible to interview a person applying to fill an elected position in a closed meeting. If a body took
11 an action that wasn't appropriately listed on the agenda, the action could be voided.

12
13 Regarding contact outside an official meeting, Mr. Church said that if a mayor met with two council
14 members, then two more, then they all showed up at a meeting and voted, he would be accused of
15 cheating. Mayor Watkins asked if the mayor could talk to council members individually on the phone
16 about an issue. Mr. Church said electronic communications such as text messages and emails were not a
17 violation of the open meetings act. But a conference call would be a violation. He noted that emails, etc.
18 were discoverable in litigation through a GRAMA request. He explained that records were classified as
19 either public, private, protected and controlled. The presumption was that the record was public unless
20 classified otherwise. Communications between an attorney and client were considered protected. Some
21 public records contained private information that needed to be redacted before the recorded was given
22 out.

23
24 **VI. STAFF REPORTS:** None

25
26 **VII. COUNCIL COMMUNICATION:** None

27
28 **VIII. EXECUTIVE SESSION**

29
30 **MOTION:** Troy Stout moved to go to executive session for the purpose of discussing litigation with
31 Patterson. Mel Clement seconded. Ayes: 3 Nays: 0. Troy Stout, Roger Bennett, Mel Clement voted aye.
32 Motion passed.

33
34 The Council adjourned to executive session at 8:35 pm.

35
36 The Council returned to open meeting at 10:20 pm.

37
38 **MOTION:** Troy Stout moved to approve the two contracts with the law firm of Ray, Quinney, and
39 Nebeker as written. Mel Clement seconded. Ayes: 3 Nays: 0. Troy Stout, Roger Bennett, Mel Clement
40 voted aye. Motion passed.

41
42 **MOTION:** Troy Stout moved to adjourn. Mel Clement seconded. Ayes: 3 Nays: 0. Troy Stout, Roger
43 Bennett, Mel Clement voted aye. Motion passed.

44
45 The meeting was adjourned at 10:24 pm.

ALPINE CITY COUNCIL AGENDA

SUBJECT: NPDES Phase II Storm Water Public Education and Outreach Best Management Practice Compliance

FOR CONSIDERATION ON: February 11, 2014

PETITIONER: Jed Muhlestein

INFORMATION: Jed Muhlestein will review the Agreement

RECOMMENDED ACTION: *Approve the NPDES Phase II Storm Water Public Education and Outreach Best Management Practice Compliance Agreement.*

**INTERLOCAL COOPERATION AGREEMENT FOR NPDES
PHASE II STORM WATER PUBLIC EDUCATION AND
OUTREACH BEST MANAGEMENT PRACTICE COMPLIANCE**

THIS AGREEMENT, is entered into this _____ day of _____, 2008, by and between PROVO, OREM, PLEASANT GROVE, AMERICAN FORK, SPRINGVILLE, SPANISH FORK, LEHI, PAYSON, UTAH COUNTY, LINDON, HIGHLAND, ALPINE, MAPLETON, SALEM, and CEDAR HILLS, political subdivisions of the State of Utah.

WITNESSETH:

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

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

WHEREAS, the parties desire to establish a joint undertaking to comply with National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Permit Coverage;

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

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by Resolution of the governing

bodies of each of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective date hereof until December 31, 2013. This Interlocal Cooperation Agreement shall not become effective until it has been approved by Resolution of all parties and reviewed as to proper form and compliance with applicable law by the attorney authorized to represent each of the parties hereto. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the official keeper of records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, UTAH COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by all parties to this Agreement, at reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Interlocal Agreement during this joint undertaking.

Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between the parties, for the purpose of a joint undertaking to comply with NPDES Phase II Storm Water Permit Public Education and Outreach Best Management Practices.

Section 4. MANNER OF FINANCING

The parties agree that they shall provide the following resources and/or assistance for this

joint undertaking:

- a. COUNTY shall act as the administrator of this Agreement, pursuant to the terms of Section 2 hereof, and shall :
 1. Schedule and conduct Utah County Storm Water Coalition meetings which are necessary to correlate activities, set proposed budgets, and provide training opportunities.
 2. Provide information regarding best management practices for preventing storm water pollution that can be placed in a newsletter or other form of communication as determined by each member agency to be distributed to the public as each agency deems appropriate.
 3. Maintain contract with approved Storm Water Educational Instructor and ensure proper teaching material is being presented. Maintain a master list of approved schools to be given to approved Storm Water Educational Instructor. Provide for each member agency a list of schools visited, the dates of all visits, an estimated number of attending students, and the number of classes taught.
 4. Become a central warehouse for storm water educational materials and provide on demand an accounting of materials available for distribution. These materials could include informational pamphlets, activity books, pencils, note pads, magnets, videos, etc.
 5. Maintain storage of display information for booths to be used for city and county activities and other events.
 6. Provide, maintain, and promote an information system to the public for the

disposal of household materials and chemicals to include internet and phone services. Citizens will be able to call a local, countywide phone number or access a website where gathered information for disposal sites will be distributed.

- b. Each party to this agreement will pay to Utah County within 30 days of the effective date of this Agreement, and annually thereafter, the sums listed in Exhibit A to this Agreement, said sums to be used solely for the NPDES Storm Water Phase II Public Education and Outreach Best Management Practices. The contributions to this Agreement will be made by the parties based on a combination of the percentage of the party's total population to the total population of the County as determined by the most recent Mountainland Association of Government figures and the percentage of the party's total number of schools to the total school count as submitted by the member agencies.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement with the approval of all other parties. This Agreement may not be terminated in any event, if termination would cause a violation of the parties' NPDES Storm Water Permit.

Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement.

Section 7. ADDITION OF OTHER MEMBERS

Other entities may become parties to this Interlocal Cooperation Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the Addendum must be approved by resolution of the governing body of the entity to be added and the Addendum must be reviewed for proper form and compliance with applicable law by the attorney for the entity to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and any Addendum shall be filed with the official keeper of records of the entity being added to this Agreement.

Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be filed with the official keeper of records of all parties to this Agreement and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 9. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 11. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. SEVERABILITY

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

Section 13. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

Section 14. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 15. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties' recorder or clerk/auditor as the case may be; or at such other addresses as may be designated by notice given hereunder.

Section 16. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 17. GOVERNING LAW

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

Section 18. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

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

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2004.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____

STEVE WHITE, Chairman

ATTEST: Kim T. Jackson
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:
Carlyle K. Bryson, Utah County Attorney

By: _____
Deputy Utah County Attorney

PROVO CITY STORM WATER SERVICE DISTRICT

TITLE

ATTEST: _____
RECORDER FOR DISTRICT

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR DISTRICT

CITY OF OREM

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF PLEASANT GROVE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF AMERICAN FORK

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SPRINGVILLE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SPANISH FORK

Mayor

ATTEST: _____

RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF LEHI

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF PAYSON

Mayor

ATTEST: _____

RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF LINDON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF HIGHLAND

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF ALPINE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF MAPLETON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SALEM

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF CEDAR HILLS

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

**INTERLOCAL COOPERATION AGREEMENT FOR NPDES
PHASE II STORM WATER PUBLIC EDUCATION AND
OUTREACH BEST MANAGEMENT PRACTICE COMPLIANCE**

THIS AGREEMENT, is entered into this _____ day of _____, 2014, by and between PROVO, OREM, PLEASANT GROVE, AMERICAN FORK, SPRINGVILLE, SPANISH FORK, LEHI, PAYSON, UTAH COUNTY, LINDON, HIGHLAND, ALPINE, MAPLETON, SALEM, CEDAR HILLS, and EAGLE MOUNTAIN, political subdivisions of the State of Utah.

WITNESSETH:

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

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

WHEREAS, the parties desire to establish a joint undertaking to comply with National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Permit Coverage;

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

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by Resolution of the governing

bodies of each of the parties to this Agreement. Unless otherwise terminated as provided for herein, this Interlocal Cooperation Agreement shall be effective for a period of up to, but not exceeding, fifty (50) years. This Interlocal Cooperation Agreement shall not become effective until it has been approved by Resolution of all parties and reviewed as to proper form and compliance with applicable law by the attorney authorized to represent each of the parties hereto. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the official keeper of records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, UTAH COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by all parties to this Agreement, at reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Interlocal Agreement during this joint undertaking.

Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between the parties, for the purpose of a joint undertaking to comply with NPDES Phase II Storm Water Permit Public Education and Outreach Best Management Practices.

Section 4. MANNER OF FINANCING

The parties agree that they shall provide the following resources and/or assistance for this joint undertaking:

- a. COUNTY shall act as the administrator of this Agreement, pursuant to the terms of Section 2 hereof, and shall :
 1. Schedule and conduct Utah County Storm Water Coalition meetings which are necessary to correlate activities, set proposed budgets, and provide training opportunities.
 2. Provide information regarding best management practices for preventing storm water pollution that can be placed in a newsletter or other form of communication as determined by each member agency to be distributed to the public as each agency deems appropriate.
 3. Maintain contract with approved Storm Water Educational Instructor and ensure proper teaching material is being presented. Maintain a master list of approved schools to be given to approved Storm Water Educational Instructor. Provide for each member agency a list of schools visited, the dates of all visits, an estimated number of attending students, and the number of classes taught.
 4. Become a central warehouse for storm water educational materials and provide on demand materials for distribution. These materials could include informational pamphlets, activity books, pencils, note pads, magnets, videos, etc.
 5. Maintain storage of display information for booths to be used for city and

county activities and other events.

6. Provide, maintain, and promote an information system to the public for the disposal of household materials and chemicals to include internet and phone services. Citizens will be able to call a local, countywide phone number or access a website where gathered information for disposal sites will be distributed.
- b. Each party to this agreement will pay to Utah County within 30 days of receipt of an annual invoice from Utah County, the sums listed in Exhibit A to this Agreement, said sums to be used solely for the NPDES Storm Water Phase II Public Education and Outreach Best Management Practices. The sums listed in Exhibit A shall be reviewed, approved, and modified by agency representatives on an annual basis, based on a combination of the percentage of the party's total population to the total population of the County as determined by the most recent Mountainland Association of Government figures and the percentage of the party's total number of schools to the total school count as submitted by the member agencies.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate its participation in and responsibilities under this Agreement at any time and for any reason by providing a sixty (60) day written notice of termination to the other parties. This Agreement may not be terminated in any event, if termination would cause a violation of the parties' NPDES Storm Water Permit.

Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement.

Section 7. ADDITION OF OTHER MEMBERS

Other entities may become parties to this Interlocal Cooperation Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the Addendum must be approved by resolution of the governing body of the entity to be added and the Addendum must be reviewed for proper form and compliance with applicable law by the attorney for the entity to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and any Addendum shall be filed with the official keeper of records of the entity being added to this Agreement.

Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be filed with the official keeper of records of all parties to this Agreement and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 9. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 11. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. SEVERABILITY

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

Section 13. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being

acknowledged that all parties have participated in the preparation hereof.

Section 14. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 15. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties' recorder or clerk/auditor as the case may be; or at such other addresses as may be designated by notice given hereunder.

Section 16. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 17. GOVERNING LAW

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

Section 18. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

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

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2014.

**BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH**

By: _____
GARY J. ANDERSON, Chairman

ATTEST: Bryan Thompson
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:
Jeff Buhman, Utah County Attorney

By: _____
Deputy Utah County Attorney

PROVO CITY STORM WATER SERVICE DISTRICT

TITLE

ATTEST: _____
RECORDER FOR DISTRICT

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR DISTRICT

CITY OF OREM

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF PLEASANT GROVE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF AMERICAN FORK

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SPRINGVILLE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SPANISH FORK

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF LEHI

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF PAYSON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF LINDON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF HIGHLAND

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF ALPINE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF MAPLETON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SALEM

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF CEDAR HILLS

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF EAGLE MOUNTAIN

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution No. R2014-01 – Resolution Appointing Chief Brian Gwilliam to the North Utah Valley Animal Shelter (NUVAS) Governing Board.

FOR CONSIDERATION ON: February 11, 2014

PETITIONER: Rich Nelson, City Administrator

ACTION REQUESTED BY PETITIONER: For the City Council to approve the attached resolution appointing Chief Brian Gwilliam as Alpine City's representative to the NUVAS governing board.

INFORMATION: NUVAS is the board that oversees the operation of the animal shelter. It is an interlocal special services district. The police chief has traditionally served on the board.

RECOMMENDED ACTION: *That the City Council approve the resolution to appoint Chief Brian Gwilliam as the City's representative on the NUVAS governing board.*

RESOLUTION NO. R2014-01

A RESOLUTION OF ALPINE CITY APPOINTING BRIAN GWILLIAM AS ITS REPRESENTATIVE ON THE BOARD OF TRUSTEES OF THE NORTHERN UTAH VALLEY ANIMAL SERVICES SPECIAL SERVICE DISTRICT.

WHEREAS, Alpine City participates in the Northern Utah Valley Animal Services Special Services District; and

WHEREAS, Alpine City may appoint a member to the governing board of the Northern Utah Valley Animal Services Special Service District; and

WHEREAS, the City has previously appointed Police Chief Brian Gwilliam to represent the District on the Board;

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF ALPINE CITY AS FOLLOWS:

1. That the Mayor does hereby appoint and the City Council does hereby consent to the appointment of Police Chief Brian Gwilliam to fill the City's appointed position on the board of the Northern Utah Valley Animal Services Special Services District, to serve until the term of office expires or until his successor is appointed or qualified, whichever is latest.

2. This resolution shall take effect upon passing.

Passed and dated this _____ day of _____, 2014.

Mayor

Attest:

Recorder.



Utah County Commission

Gary J. Anderson
Larry A. Ellertson
Doug Witney

801-851-8135
801-851-8133
801-851-8136

100 East Center Street
Suite 2300
Provo, Utah 84606

Phone 801-851-8100
Fax 801-851-8146
WWW.UTAHCOUNTY.GOV
UTAHCNTY@UTAHCOUNTY.GOV

January 24, 2014

Mayor O. Hunt Willoughby
Alpine City
20 North Main
Alpine, Utah 84004

Dear Mayor Willoughby,

The Alpine City appointment for Chief of Police Brian J. Gwilliam to the North Utah Valley Animal Services Special Service District Board expired on January 6, 2014.

Will Chief Gwilliam will be reappointed to this board?

Sincerely,

A handwritten signature in cursive script, appearing to read "Debra Pritchett".

Debra Pritchett, Administrative Assistant
Utah County Commission Office

ALPINE CITY COUNCIL AGENDA

SUBJECT: Appointment to the vacancy on the City Council

FOR CONSIDERATION ON: February 11, 2014

PETITIONER: Mayor Don Watkins

ACTION REQUESTED BY PETITIONER: Interview the applicants for the position of City Council Member and make a selection.

INFORMATION: The following have applied for the vacant seat. They are listed in order of when the application was received.

Ron Eaton
Steve Coper
James Johnston
Tessa White
Jared Shuman
Lon Lott

Attached is a cover sheet and resume' for each applicant.

RECOMMENDED ACTION: That the City Council appoint a City Council member to fill the vacancy left by the retirement of Mel Clement.

January 21, 2014

Alpine City Council,

My name is Ron Eaton; I live in Alpine at 103 N. Applewood Dr. I would like to request a consideration for the city council seat that Mel Clements is giving up because of a mission call.

Please take into consideration my experience in serving on the planning commission for the year of 2010-2011. Also I have attended 98% of all city council and planning commission meetings since 2009.

In order to preserve the Alpine cultures, and traditions, and keep with the current zoning, and ordinances, I would strongly consider that any changes to be made in Alpine would be done with a very thoughtful, reasonable, and serious debate. Furthermore, any changes would be made with the intent to benefit the citizens of Alpine. I believe strongly in keeping the citizens of Alpine informed and value their input on all issues.

Thank you for this opportunity of serving the citizens of Alpine.

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Ron Eaton cont...

Successful sales professional with 30 + years' experience and 10 years' Painting Contractor with family owned business. Spent four years working with parent groups in the Clovis School district in California, and successfully made changes for our school district.

Executive team leadership, staff training and sales management, ordering along with inventory report generation, merchandising; development customer relations; financial accounting. My work experience included management position throughout my life.

1964-1970 Luggage and Hat Buyer for 27 stores in California

1970-1980 Painting Contractor (commercial and residential)

1980-1994 Regional Sales Coordinator for ITT Hartford

1994-2009 District Sales Manager Aflac (7 million dollar region)

2009 Retired

Graduate Mt. Diablo High School, Concord, California - Married high school sweetheart and raised our seven children; married 51 years.

Steven J. Cospers
1006 East Village Way
Alpine, UT 84004

February 1, 2014

Mayor Don Watkins
Alpine City Council
Alpine City
20 North Main
Alpine, UT 84004

Dear Mayor Watkins and Members of City Council:

By submitting this letter I am formally applying for the vacant seat on the Alpine City Council resulting from the departure of Mel Clements. I have been a member of the Alpine Planning Commission since my appointment on July 1, 2007. It has been both a privilege and opportunity to serve the City of Alpine in this capacity.

I have lived in Alpine with my family for the past 28 years. It has been a wonderful experience to live here and I count it a blessing to have raised my children here. The opportunity to serve the community and preserve Alpine heritage for future generations is vital. I would welcome the opportunity to serve on the city council to do just that; namely, to preserve and plan for the future of this great community.

I believe we must be diligent in not only allowing Alpine citizens to grow, prosper and enjoy this community, but also to protect the city itself. There has to be balance in all things. We have solicited citizen input many times on the planning commission. I believe this is imperative to our future management and growth.

I welcome the opportunity to be of service to Alpine City and to the citizens. My professional work has qualified me to bring an unbiased, objective and analytical approach to solving problems. My experience on the planning commission has prepared and qualified me to be a member of the city council.

Thank you for your consideration.

Steven J. Cospers

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STEVEN J. COSPER, S.E.
CKR ENGINEERS, INC.
1295 N. STATE STREET, OREM, UT 84057
801-222-0922 FAX 801-222-0902

EDUCATION:

- Brigham Young University
B.S. – Civil Engineering, 1978
- Brigham Young University
M.S. – Civil/Structural Engineering, 1979

AFFILIATIONS:

- Prestressed Concrete Institute
- American Concrete Institute
- Structural Engineers Association of Utah
- American Institute of Steel Construction

COMMITTEES:

- Past Board of Directors – Prestressed Concrete Institute

PROFESSIONAL REGISTRATIONS:

- Washington, P.E., Idaho, P.E., New Mexico, P.E., Arizona, P.E., Missouri, P.E., Wyoming, S.E., Colorado, P.E., Kansas, P.E., Alaska, P.E., Utah, S.E., P.E.

PROFESSIONAL EXPERIENCE:

- 2002 – Present Principal, CKR Engineers, Inc., Orem, Utah
- 1994 – 2002 Principal, R/C Engineering, Inc., Salt Lake City, Utah
- 1990 – 1994 President & CEO, Buehner Corporation, SLC, Utah
- 1986 – 1990 Chief Engineer, Buehner Concrete, SLC, Utah
- 1979 – 1986 Associate Engineer, Concrete Technology, Tacoma, WA
- 1978 – 1979 Assistant Dept. of Engineering, BYU, Provo, Utah

CIVIC EXPERIENCE:

- 2007 – Present Alpine City Planning Commission

EXPERTISE:

- Structural Design and Analysis
- Business Management
- Forensic Investigations and Research
- Report Writing and Presentation
- Legal Expert Witness and Consultation

JAMES W. JOHNSTON
1296 EAST OAKWOOD CIRCLE
ALPINE, UTAH 84004
801-318-5276 (C) – 367-7282 (W)
JAYWHIZ@XMISSION.COM

February 3, 2014

Ms. Charmayne G. Warnock
Alpine City – City Recorder
20 North Main Street
Alpine, Utah 84004

Re: City Council Vacancy

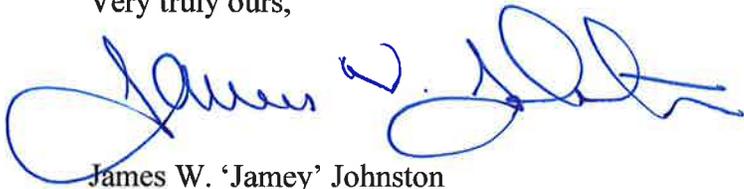
Dear Charmayne,

Please accept this letter as confirmation of my intent to put forward my name as a candidate to fill the City Council seat that became open as a result of Mel Clement's resignation. I hereby affirm that I meet the qualifications required to do so. As per your instructions, I have attached a one page resume for consideration by the City Council.

Also, according to the statute, Utah Code 20A-1-510(1)(b)(iii), *Midterm vacancies in municipal offices*, I will present myself at the February 11, 2014 meeting so that I may be interviewed by the members of the Alpine City Council.

Thank you.

Very truly ours,



James W. 'Jamey' Johnston

RECEIVED FEB 03 2014

JAMES W. JOHNSTON

1296 OAKWOOD CIRCLE, ALPINE, UTAH 84004
EMAIL: JAYWHIZ@XMISSION.COM

801.492.7917 (H)
801.318.5276 (M)

SNAPSHOT

CIVIC: We have lived in Alpine for over 30 years; Alpine is our home and we love this community. At the request of a previous Mayor, I served as both member and Chair of the Planning Commission. Based on these and other qualities, I hope that the members of the Alpine City Council will favorably consider this, my application to participate in the dialogue, governance and administration of this town we all call home.

BUSINESS: Having taken a company public, one that my wife and I founded years before, I can confidently say that I have business experience. I am a proven, results driven ‘big- picture’ professional and I get things done.

BUSINESS EXPERIENCE

I have been fortunate to work in areas that intrigued me. As a result, I have participated in and in some cases even helped pioneer several very exciting sectors. A sampling includes:

SOLAR PHOTOVOLTAICS -- Progressive Power Solutions, Executive VP, 2010 – present -- PPS is an Orem-based Solar Photovoltaic firm. Since joining PPS, I have led initiatives that increased sales by over 1,000%. PPS was given Utah Valley University’s #1 TechX Company award in 2013.

POWER QUALITY / POWER FACTOR -- Simplure, Vice President Sales & Marketing, 2007-2010 -- Helped found Simplure, a startup that has a patented power quality technology in use in California, Washington and Utah manufacturing facilities.

RESIDENTIAL AUTOMATION -- In2 Networks, 2003 – 2006, Exec VP, Sales & Marketing, In2 Networks developed IP-based residential automation (audio, lighting, hvac and security) technology.

INTERNET SEARCH, ELECTRONIC PUBLISHING & CONSULTING – What started as Johnston & Co. turned into a publicly-traded entity—Using BYU software, we published electronic books and provided services to a distinguished clientele that included Winston S. Churchill Family Trust, Chicago Metro History Education Center, University of Southampton (UK), Darwin Letters Project (Cambridge University Library), Thiokol, Hercules, the LDS Church and colleges and universities in over thirty countries.

In 1996, we saw an Internet opportunity – develop a ‘hits-in-context’ multi-lingual Internet search engine. We took the company public (OTCBB) in 1998, had 13,000 shareholders and a \$450 million market cap. Our main competitor was Google. They won.

CIVIC SERVICE

CITY OF ALPINE PLANNING COMMISSION MEMBER / CHAIRMAN – Appointed by Mayor Elaine Barnes, participated in the development of the Alpine Master Plan 1991-1993

BOARD OF ADJUSTMENT, PITKIN COUNTY, COLORADO

February 1, 2014

Dear City Council Members,

I am formally throwing my hat in the ring to be a part of Alpine City Council and want to introduce myself and share why I am interested in this position.

I am a long-time resident of Alpine, Utah. It's a place I've called home (with the exception of a few years) since I was in third grade. My parents tell the story of trying to find a place to settle our family and driving around many different neighborhoods in Utah. But it was Alpine that captured their hearts. They recall the beautiful rural feel and the kind "hello's" and waves from people they received as they drove through the town, as if they were already part of the Alpine family.

As for city government, I was involved in Alpine politics briefly when my Young Womens' leader, Elaine Barnes, became mayor and asked for our help numerous times during her tenure.

Again, I got involved when I decided to cover the Alpine beat for Deseret News and covered the city council meetings about five years ago. This experience helped me understand and have a voice in many of the issues of that time period--from whether to allow motorized vehicles in Lambert Park, to hillside ordinances, to heated discussions on if we should allow lighted signs at Timberline Middle School. Being involved had the effect of making me want to be even more involved. I was known in our neighborhood as the carpool driver who made the whole van of kids go to city hall and give input for the new park so they could be a voice in the community.

But my greatest involvement to date has been working with a team of concerned citizens to express our concerns on the Box Elder South subdivision. About half a dozen of us worked through Thanksgiving and Christmas to pour over the proposed development in a quest to bring safety issues to light. It has been so satisfying to try to make a difference on this critical issue. My experience with this has made me want to stay involved in a meaningful way, not only because I'd like to follow this issue through to the end, but because I love this community.

I love Lambert Park, I love the mountains. I love the Alpine Days parade and sledding down the backside of cemetery hill. I love Sliding Rock, the hemangog hikes to Lake Hardy. I love the people--both the old timers like Bertha and the newcomers who have enriched this town. It's a special place that needs to have well thought out growth to keep it special 100 years from now.

Professionally, I have been in Human Resources for the past 25 years. I believe this can help with City Council for several reasons. First, I am trained to remain open to both sides of an

RECEIVED FEB 04 2014

issue. A good HR person cannot get locked into one viewpoint. Second, I have a good knowledge of budgets, P&L, and general financial issues that will help me understand how to give input to a budget that makes fiscal sense. Lastly, I know about precedence. When a decision is made for one, it affects all. Even though there are occasional exceptions, I know that you can't run a business (or a municipality) on exceptions. This will help me as the Master Plan and new ordinances and codes are presented or adopted.

For these reasons, I feel I could make a positive contribution to the City in this role. And aside from a small mishap in the 3rd grade that may have involved sneaking on the school roof and a homemade water bomb, I feel I'd make a good representative for our city. I hope you'll give me the opportunity.

Please feel free to contact me if you have any additional questions about me or my background. I can be reached at (801) 319-1186.

Sincerely,

A handwritten signature in cursive script that reads "Tessa White". The signature is written in black ink and is positioned above the printed name.

Tessa White



Tessa (Matthews) White SPHR

Vice-President of Human Capital, Vivint Solar
Greater Salt Lake City Area Human Resources

Previous Various boards, venture capitalists, and mid sized companies, HealthEquity, Ingenix

Education Utah State University

Improve your profile

Edit Profile

500+ connections

www.linkedin.com/pub/lessa-w/white-sphr/b/406/ba7/

Contact Info

Background

Summary

I am an HR professional with 20+ years of experience in the field. I have led HR in Fortune 50 companies as well as small start-ups to mid-sized organizations. My talents are best served in an environment where I have direct influence over the creation and management of programs, and I have broad responsibility over numerous initiatives. Past CEO's I have worked with tell me I have the ability to take complex issues and distill them down to quick conversation bites and actionable items. I'm a blend between an HR and Operations leader. My passions are in talent management and succession planning, with a very hands approach to senior level recruiting. I like working for companies with a penchant for experimentation. If you like the corporate culture of JetBlue, Southwest Airlines, Google, or Ben and Jerry's, you would like me. I would instantly stop breathing if you made me work for a government agency. My vocabulary does not include the words slow, bureaucratic or can't. My expertise is in white collar only— healthcare financial and/or technology related companies for the past 15 years. I enjoy working with Boards to cut straight to the chase and understand reward strategies. I understand fast growth, having worked in several dynamic environments where M&A activity is the norm. I also have experience setting up international offices (Europe, Asia).

Specialties: Put me in a high growth company that needs to fast track. I like stabilizing things that aren't working, finding magically delicious talent, building and aligning pay/stock plans, and designing processes that can be replicated and scaled.

On the side I work with V.C.'s and Boards who cannot yet afford full time HR help, but who need me for short assignments (1-3 months) to get companies pointed in the right direction.

If there is time leftover, I flyfish hard.

Experience

HR Consultant

Various boards, venture capitalists, and mid sized companies

June 2012 – January 2014 (1 year 8 months) | Salt Lake City

I am frequently hired by venture capitalist firms or Boards to come into companies and assess areas that are not working well, prepare for liquidity events, or help map a human resources strategy when companies cannot yet afford a full-time senior HR staff.

Operations Consultant

HealthEquity

February 2012 – January 2014 (2 years) | Utah

Left full time HR role due to family health issues. Remained on staff to recruit for HealthEquity and consult on M&A activity and other projects as needed.



VP of Human Resources**HealthEquity**

January 2009 – February 2012 (3 years 2 months)

Consultant for HealthEquity, transitioned to VP of HR role in January 2010. What a company! Still considered a smaller company, with just over 220 employees and doubling in size every year. Hired to set up scalable HR function and put in place a strong talent management plan to prepare for fast growth and manage through aggressive acquisition strategy.

▼ 1 recommendation

**Kevin Cottle**

Managing Director at Oh My Crafts, Inc.

We hired Tessa as a HR consultant to help us get on track with employees during a period of rapid growth in our company. She did an amazing job helping us find our core strengths and the opportunities for improvement. She helped us through some... [View](#)

Vice President of Human Capital**Ingenix**

July 2002 – December 2006 (4 years 6 months)

Ingenix is a one billion dollar organization under the UnitedHealth Group umbrella. I led the Human Capital function for the operation, with responsibility for over 30 staff (human resource directors and internal recruiting team), and facilities scattered across the United States. Created an operations HR Dashboard that became a template utilized across the broader United divisions. Greatest contributions focused on talent management/succession planning/top grading initiatives.

▼ 3 recommendations, including:

**Aaron L. Dennis**

Project Manager/Business Analyst at St...

I had the distinct pleasure to work with Tessa when we served together at Ingenix, a business subsidiary of UnitedHealth... [View](#)

**Greg Addison**

Sr. Vice President at Lower Financial A...

Tessa brings a rare combination of attributes to any project. She is extremely creative and not one to be constrained by... [View](#)

[1 more recommendation](#)**President/President-Elect****Human Resource Assoc. of Central Utah**

1998 – 2002 (4 years)

Served as President-Elect, President, Secretary

VP of Human Resources**PowerQuest (now Symantec)**

May 1998 – December 2002 (4 years 8 months)

Led the Human Resources function during a period of high growth and international expansion, in preparation to go public or be acquired. On the team that set up international presence in Germany, Switzerland, Japan, France.

Received the President's Legacy award for 2 two years, given to the top 2% of the company contributors. We built the best HR team I've ever known. Our first year we were rewarded for a Leadership Development program rolled out to the management team. Second year we were recognized for our team's work on a compensation framework and training.

While at PowerQuest, worked on the Compensation Committee with the Board of Directors.

▼ 3 recommendations, including:

**Bill Bennett**

Writer / Consultant

Tessa was a remarkable VP of HR for PowerQuest. She learned the business we were in so that all her HR programs were... [View](#)

Kelly Devereaux

VP Sales & Marketing

I worked closely with Tessa for a number of years while at PowerQuest. She is one of the most dedicated and detail oriented... [View](#)

[1 more recommendation](#)**Director of Human Resources****Corel Corporation**

1998 – 2001 (3 years)

Managed Human Resources through high growth period and then again through a difficult transition of downsizing and eventually closing their United States presence.



▼ 1 recommendation



Daren Thayne
CTO at Domo

Tessa is an outstanding HR professional. She is very proactive at learning the business and understanding the personnel and development needs of the organization. She is wonderful to work with. [View](#)

Benefits Manager/Senior Recruiter/Trainer

Covey Leadership Center

January 1993 – January 1998 (5 years 1 month)

Started in Human Resources as a Benefits Manager, moved into a Senior Recruiting role where I was responsible for the recruiting of any of our senior positions in the company. Also tapped to be a back-up trainer for the Covey material in it's corporate train-the-trainer programs.

Interests

Talent management, compensation (including stock option) design and management, operationalizing HR processes, company culture

Personal Details

Birthday August 24
Marital Status Married

Honors & Awards

Additional Honors & Awards

President's Circle (Top 1% of company), 2 years in a row
President and President-Elect, local SHRM chapter
Board Member, local SHRM chapter

Organizations

Additional Organizations

Human Resource Association of Central Utah (HRACU) SHRM Utah Relocation Council, Board Member
Comp Committee Advisor, PowerQuest Board of Directors For Every Child, Board Member

Vice President of Human Capital

Ingenix



Aaron L. Dennis
Project Manager/Business Analyst at State of Montana, Department of Transportation

“ I had the distinct pleasure to work with Tessa, when we served together at Ingenix, a business subsidiary of UnitedHealth Group. During this time Tessa was the Senior Human Capital Leader and my role was the Director of the Fraud & Abuse Department.

Tessa is a leader! She understood the role of the Human Capital group by supporting the operational departments in... [more](#)

August 2, 2011, Aaron L. worked indirectly for Tessa at Ingenix



Greg Addison
Sr. Vice President at Lower Financial Advisors, LLC

Tessa brings a rare combination of attributes to any project. She is extremely creative and not one to be constrained by conventional thinking. She views challenges three



Ferris Taylor

Principal at Pragmatic Health Care Solutions

“ Tessa is an absolute delight to work with - and one of the best human resource executives I have seen in my career. She knows how to engage an entire company at all levels and no matter what size, in building the kind of employee engagement, corporate culture and success-oriented teamwork that any executive team would love to have. I can truly give Tessa my highest... [more](#)

June 30, 2010, Ferris worked with Tessa at Ingenix

VP of Human Resources

PowerQuest (now Symantec)



Bill Bennett

Writer / Consultant

“ Tessa was a remarkable VP of HR for PowerQuest. She learned the business we were in so that all her HR programs were consistent not only with our values and goals, but our business objectives. She developed programs designed to help people succeed and reward them as they did, rather than catch them failing. She was a confident, loyal voice for the employee base that... [more](#)

July 27, 2010, Bill managed Tessa at PowerQuest (now Symantec)

[See More](#)

Jared Shuman

121 N Main Street Alpine, UT 84004

Home: (801) 367-6603 : jaredshuman@rocketmail.com

Feb 04, 2014

Alpine City Council

20 N Main Street

Alpine, UT 84004

I am interested in filling the city council seat recently vacated by Mel Clement.

To Whom It May Concern,

Alpine City Council

As a pleased resident of Alpine City, I was really excited to see this posting for an open city council seat. I feel like I'm a great match for the job and a great fit for the city.

I have lived in Alpine for nearly 12 years now and my family and I are pleased to call it home. I have always been interested in politics and the goings on around me since I was a young child. I am very pleased to be able to stand before you and announce my desire to be a part of city council and serve with fellow members of this beautiful community. I am a happy member of this community that has a desire to serve in any role that I can. I feel as though this community has given myself and several families a beautiful area to live and would love to simply give back as much of my time and service as I can. I have worked in an office environment for my career as well as out among people and feel that I have excellent interpersonal skills. I am pleased that you have taken the time to look at my resume and although it may not be as impressive as some, I promise that if given the chance I will serve as well as possible and continue to devote the love of community that previous city councils have.

RECEIVED FEB 04 2014

I look forward to an in-person meeting so that we can explore how I can make a positive contribution to Alpine City, city council, and the members of our community.

I appreciate your consideration,

Best Regards,

Jared K Shuman

(801) 367-6603

jaredshuman@rocketmail.com

A handwritten signature in black ink that reads "Jared K. Shuman" followed by a stylized flourish.

Jared Shuman

121 N Main Street
Alpine, UT 84004

801-367-6603
jaredshuman@rocketmail.com

PERSONAL PROFILE

High school graduate with some college education and a licensed General Contractor in the state of UT (B 100 license) with experience in drywall hanging and finishing, painting, framing, general household and apartment maintenance (i.e. plumbing repairs, heating repairs, electrical repairs), and rental and building management experience.

I have run crews both as a foreman and a manager/owner for painting and repairs and handled personal and professional finances for my business, also I have management skills considered clerical/office from my experience working as an apartment manager.

KEY STRENGTHS

Excellent organizational skills
Excellent verbal and written communication skills
Vast experience in the building, remodeling, and repairs industry
Experience in apartment management
Excellent team player with strong leadership skills and abilities
Licensed General Contractor in the state of UT (B 100)
Ability to and desire to complete projects started

EMPLOYMENT HISTORY

Ray Shuman and Sons Cedar Valley, UT (801) 360-6400 06-2001 to 06-2011

Contractor Lead, Sales Manager

- Repair and Restore Flood and Fire damaged homes for insurance companies and home owners
- Sales of products and services
- Manage and lead a team of sales and maintenance crews
- Work directly with homeowners to complete desired repairs and remodels

Chuong Ho Apartments Utah County, UT (801) 318-0321 03-2008 to current

Apartment Manager and Maintenance

Management of apartment and properties

Maintenance of apartments and properties including but not limited to:

- sprinkler repairs
- plumbing repairs
- electrical repairs
- heating a/c repairs
- drywall and painting
- window repair and install

Management of apartment finances including tenant's leases and rents, tenant's deposits, and utilities paid

Working in compliance with city ordinances to maintain live-able standard apartments and grounds

Vision Real Estate Utah County, UT (801) 851-5239 11-2012 to current

Maintenance subcontractor

- plumbing repairs
- electrical repairs
- drywall and painting
- crew management

- appliance diagnostics and repairs

ACADEMIC BACKGROUND

H.S. Diploma 2001
Contractor's license in UT B 100
Some College
National Certification Appliance Repairs and Technical Training

Professional References

Mike Shurtleff Salt Lake County, UT

Owner/Operator of Restore Masters Restoration
(801) 347-7559
(801) 446-6727
(801) 599-2728

Sean Collins Utah County, UT

Owner of Collins Corp
(801) 310-3443

Trisheena Hepton Utah County, UT

Maintenance Manager of Vision Real Estate
(801) 851-5239
(801) 921-9365

Ray Shuman Utah County, UT

Owner of Ray Shuman and Sons
(801) 360-6400

June Fox Utah County, UT

Property Manager for Vision Real Estate
(801) 722-4984

Lon Lott
745 S 580 W
Alpine, UT 84004
lonmoralpine@gmail.com
801-400-5165

I am a resident of Alpine Utah. I have lived here since August of 1986. I am a registered voter, a citizen of the United States, and have not been convicted of any crimes. I understand there is a vacancy on the city Council and I have a desire to serve the community as a member of the city Council. Please consider me as a qualified candidate to fill this position.

Sincerely

A handwritten signature in cursive script that reads "Lon Lott". The signature is written in black ink and is positioned above the printed name.

Lon Lott

RECEIVED FEB 04 2014

LON LOTT

745 S 580 W, Alpine, UT 84005
Cell: 801-400-5165
lonmoralpine@gmail.com

EXECUTIVE SUMMARY

Self employed business owner. Construction Manager successful at finding cost-effective solutions to the various challenges that arise during residential and commercial construction.

SKILL HIGHLIGHTS

- Licensed Landscape Contractor
- Estimator
- Visionary
- Licensed Sprinkler Contractor
- Backflow Certified Technician

CORE ACCOMPLISHMENTS

Lowry Doors is a family owned business. I Grew in that business from a warehouse laborer to being part owner and CEO of the company. Being self motivated with a great desire to utilize my developed skills I started two other businesses and continue today to run and manage a successful landscape company. My management and financial skills were extremely helpful to successfully navigate the economic downturn of the construction industry during the past few years.

PROFESSIONAL EXPERIENCE

LSL ALPINE ENTERPRISE

Murray, UT

Owner / Manager

Own and Manage Landscape and Sprinkler Company

12/1999 to Current

SAUNDERS LANDSCAPE

Murray, UT

Owner / Field Supervisor

Scheduled and directed landscape and irrigation projects throughout the state of Utah. Purchase material and equipment, correlate scope of work, progress, and completion of work with owners, architects, and general contractors.

06/1993 to 12/1999

LOWRY OVERHEAD DOORS

Murray, UT

Service Manager

Garage door company warehouse manager, service manager 9yrs, Vice President 1 yr , President CEO 2 yrs

04/1982 to 06/1993

EDUCATION

HIGH SCHOOL DIPLOMA

Blackfoot, Blackfoot, ID, USA

1977

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance No. 2014-02, Keystone Annexation

FOR CONSIDERATION ON: February 11, 2014

PETITIONER: Will Jones

ACTION REQUESTED BY PETITIONER: Annex the property into Alpine City limits.

APPLICABLE STATUTE OR ORDINANCE: Utah Code

BACKGROUND INFORMATION:

The proposed annexation consists of approximately five acres west of 1390 N. Grove Drive and is currently landlocked. Will Jones said the buyer of the property intends to build one home on the lot. It will be accessed by a road extending from Grove Drive that will be built by the developer on an easement in the county. Except for the sewer which will come from another direction, the utilities will be in the road.

<p>Recommendation: Consider approving Ordinance No. 2014 -02 annexing the property into Alpine City limits.</p>

ORDINANCE NO. 2014-02

AN ORDINANCE OF ANNEXATION OF TERRITORY TO THE MUNICIPALITY OF ALPINE CITY AND ESTABLISHING A ZONE FOR THE ANNEXED PROPERTY KNOWN AS THE KEYSTONE ANNEXATION.

WHEREAS, the City Council of Alpine, Utah, has been petitioned to annex certain property and has given public notice of such petition and the protest period has now run without protest; and

WHEREAS, on the 14th day of January, 2014, the City of Alpine held a public hearing according to the law, concerning the annexation of certain territory contiguous to the boundary of said City; and

WHEREAS, the City may establish a zone designation at the time of annexation pursuant to Utah Code section 10-9A-506;

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

1. The territory described in Exhibit A hereto is hereby annexed into Alpine City
2. The City staff shall take all necessary steps to complete the annexation including filing the necessary documents with the Lieutenant Governor of the State of Utah and the Utah County Recorder.
3. The newly annexed territory shall all have the zone designation of CR-40,000.
4. This ordinance shall take effect upon posting.

PASSED and dated this _____ day of _____, 2014.

Don Watkins
Alpine City Mayor

ATTEST:

Charmayne G. Warnock
Alpine City Recorder

EXHIBIT A

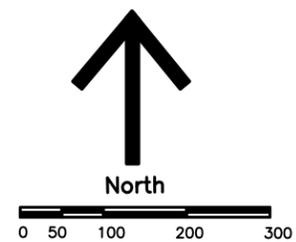
Keystone Annexation Boundary Description

Commencing at a point located North 166.49' and East 1492.86' from the West 1/4 Corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence as follows:

N 69°35' E 460.80' along Utah County Parcel # 110450112
S 78° 13' E 226.80' along Utah County Parcel # 110450112
S 33° 39' W 638.96' along Alpine City Boundary (Pack Brothers Annex.)
N 60° 40' W 275.533' along Alpine City Boundary (Lindsay Add.)
N 12° 10' W 255.37' along Alpine City Boundary (Lindsay Add.)
N 62° 15' E 1.54' to boundary of Utah County Parcel # 110450112
N 12° 33' W 32.915' to the POB

Area = 4.8559 Acres

Basis of bearing S 89°50' 30" W along the Section line NAD 27



North 166.49'
East 1492.86'
SW Cor
Sec 18
T4S, R2E
SLB&M

POB
N 69°35' E 460.80'
S 78°13' E 226.80'
N 12°33' W 32.915'
N 62°15' E 1.54'
WILL S. JONES
UC PARCEL # 110450112
N 12°10' W 255.37'
TOWLE
N 60°40' W 275.533'
ALPINE CITY BOUNDARY

TOWLE
N 0°06'10" W 2642.43'

CHAPPELL ALPINE FARMS
CHAPPELL A F
M. PACK
RUSSON
PULHAM
Grove Drive

CHAPPELL ALPINE FARMS
UC PARCEL # 110450193
W. PACK
W. PACK
C. PACK
D. PACK
C. PACK
WALZ
BERGMAN
BERGMAN
Grove Drive
HOWELL

Grove Drive
P. CHRISTENSEN
HUNTER
SERVER
ALPINE CITY BOUNDARY
BUTTERFIELD
BUTTERFIELD

S 89°50'30" W 2639.32'

SW Cor
Sec 18
T4S, R2E
SLB&M

South 1/4
Section 18
T4S, R2E
SLB&M

Surveyor's Certificate

I hereby certify that this a true and accurate map of a tract of land to be annexed to ALPINE City, Utah County, Utah

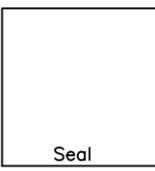
Boundary Description

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- N 12°33' W 32.915' to the POB.

Area = 4.8559 Acres
Basis of bearing is S 89°50'30" W along the section line NAD 27

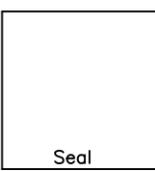
Engineer/ Surveyor Signature Date



Review Approval by Utah County Surveyor

This plat has been reviewed by the County Surveyor and is hereby certified as a final local entity plat, pursuant to Utah Code Ann. 17-23-20 as amended

Utah County Surveyor Signature Date



Acceptance By Legislative Body

This is the certify that we, The City Council, have recieved a petition signed by a majority of the owners of the tract shown hereon requesting that said tract be annexed the City of Alpine and that a copy of the ordinance has been prepared for filing herewith all in accordance with the Utah Code Annotated (1935) 10-3-1 as revised and that we have examined and do hereby approve and accept the annexation of the tract as shown as a part of said city and that said tract of land is to be known hereafter as the KEYSTONE Annexation.

Dated this _____ Day of _____ 2013

Mayor _____

Attest: _____
Recorder



ANNEXATION PLAT

KEYSTONE

Utah County, Utah

Scale 1" = 100'

KEYSTONE ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is entered into effective as of the _____th day of _____, 2014 between ALPINE CITY, a Utah municipal corporation (the "City") and _____ (the "Applicant").

RECITALS OF FACT:

- A. The City is a municipality and political subdivision of the State of Utah, The City is located in Utah County, Utah.
- B. The Applicant is the owner of 4.8559 acres consisting of property in Utah County. This property is more particularly described in Exhibit A hereto (the "Property") which is located at approximately 1390 North Grove Drive, Alpine, Utah in Utah County, Utah. The Property is contiguous to a boundary of the City and within an area proposed for municipal expansion under the Alpine City Master Annexation Policy Declaration.
- C. The Applicants have specifically requested that the Property be annexed into the City, and the City Council, having considered the matter, is willing to annex the Property, only on certain conditions, as set forth herein.
- D. Unless otherwise provided herein, the Property is subject to and shall conform with this Agreement, as well as all of the ordinances, rules and regulations adopted by the City as of the date hereof, or which may be amended in the future, including, but not limited to, the provisions of the Alpine City General Plan, the Alpine City Development Code (the "Development Code"), and the Alpine City Municipal Code (collectively, the "Existing City Laws").
- E. The City is authorized to enter into annexation and development agreements in appropriate circumstances in order to promote orderly development of property within its boundaries, implement the Alpine City General Plan, and provide infrastructure and other benefits in connection with development.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing goals and objectives, the annexation of the Property to the City, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicants and the City, intending to be legally bound, agree as follows:

- 1. Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.
- 2. Conditions to Obligations.** The obligations of Applicants and the City hereunder are contingent upon and subject to the satisfaction of each of the following conditions.
 - 2.1. Annexation.** The Property shall have been annexed into Alpine City. The City acknowledges that Applicant has filed an annexation petition with the City and the City has accepted the petition and has held all public hearings required for consideration of the annexation.
 - 2.2 Zoning Designation.** When the Property is annexed into the City it shall be annexed into the CR-40,000 zone designation as described in the Alpine City zoning ordinances.
- 3. Regulation of Development.** Applicant acknowledges that no development rights other than those that are inherent in the City Development Code are being granted by this agreement and that no building or other permits for construction on the Property will be issued by the City until all public improvements, including a dedicated public road, are extended to the Property in accordance with Alpine City standards and specifications.

4. **City's Obligations.** Subject to Applicant's performance of its obligations hereunder, the City agrees as follows:
 - 4.1 **Annexation.** The City agrees that it shall expeditiously proceed to adopt an ordinance annexing the Property into the City in accordance with the Annexation Petition and applicable law. The City further agrees that it will complete the annexation of the Property unless it is determined by a court of competent jurisdiction that the annexation fails to comply with the provisions of Utah's annexation statute, *Utah Code Ann 10-2-401 through 436*.
 - 4.2 **Municipal Services.** The Property will receive the standard municipal services as part of this development including garbage, culinary water, pressurized irrigation, sewer, snow removal, police and fire protection subject to the payment of all use fees and charges of general application charged or levied therefore by the City. Any extension of utilities will be the responsibility of the Applicants.
5. **Applicant's Obligations.** Subject to the performance by the City of its obligations hereunder, Applicant agrees as follows:
 - 5.1 **Annexation Fee.** Applicants have paid the annexation fees in the amount of \$500.00 to the City.
 - 5.2 **Water Rights.** The water rights to service the Property will be given to the City in the amount of 8.06 acre feet in the Alpine Irrigation Company as a condition of recording the annexation plat.
6. **Miscellaneous.**
 - 6.1. **Interpretation.** The fact that one party or the other may have drafted the provisions of this Agreement shall not affect the interpretation of its provisions.
 - 6.2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
 - 6.3. **Merger; Amendment.** This Agreement (together with all Exhibits hereto, which exhibits are hereby incorporated herein by reference) constitutes the entire agreement between the City and Applicants concerning the Property and supersedes all prior understandings, agreements or representations, verbal or written, concerning the Property. Except as expressly provided herein, this Agreement shall not be amended except in a writing signed by an officer of Applicant and by the Mayor of the City.
 - 6.4. **Severability.** If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such adjudgement shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provisions shall be deemed valid to the extent of the scope or breadth permitted by law.
 - 6.5. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time, and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, embargoes or unusually adverse weather conditions. Upon the occurrence of any such cause, the party affected thereby shall promptly give written notice (setting forth full particulars) to the other party and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end. During the existence of such an event, each party shall bear its own cost resulting there from and the Term or any extension of

the Term shall be extended on a day-for-day basis. Each party shall make every reasonable effort to keep delay in performance as a result of such cause to a minimum.

- 6.6. Agreement to Run with Land; Binding Effect.** This Agreement shall be recorded against the property and shall deem to run with the Property. This Agreement shall be binding upon and inure to the benefit of the City and Applicants, and their respective heirs, representatives, officers, agents, employees, members, successors and assigns. The right of the City under this Agreement shall not be assigned.
- 6.7. Attorney's Fees.** In the event either party shall default in the performance of its obligations hereunder or litigation is commenced, the no breaching party, in addition to its other rights and remedies at law or in equity, shall have the right to recover all costs and expenses incurring by such no breaching party in connection with such proceeding, including reasonable attorney's fees.
- 6.8. Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for who intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Applicant:

To the City:

Alpine City
20 North Main Street
Alpine, Utah 84004

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

- 6.9. Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 6.10. No Third Party Rights.** The obligations of Applicants set forth herein shall not create any fights in and/or obligations to any person or parties other than Applicant and the City.
- 6.11. Further Documentation.** This Agreement is entered into by all parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future agreements. The City agrees to cooperate with Applicants as any be reasonable and appropriate to enable Applicants to obtain available tax benefits related to this Agreement. The City does not warrant or represent that Applicants will receive any tax benefits in connection with the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first above written.

“City”

Alpine City, a Utah municipal corporation

Don Watkins, Mayor

ATTEST:

Charmayne G. Warnock, City Recorder

Approved as to form:

David L. Church, City Attorney

Owners

By: _____

EXHIBIT A
Property Description

EXHIBIT A

Keystone Annexation Boundary Description

Commencing at a point located North 166.49' and East 1492.86' from the West 1/4 Corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence as follows:

N 69°35' E 460.80' along Utah County Parcel # 110450112
S 78° 13' E 226.80' along Utah County Parcel # 110450112
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N 12° 33' W 32.915' to the POB

Area = 4.8559 Acres

Basis of bearing S 89°50' 30" W along the Section line NAD 27

ALPINE CITY COUNCIL AGENDA

SUBJECT: Water Report

FOR CONSIDERATION ON: February 11, 2014

PETITIONER: Shane Sorensen

INFORMATION: Shane Sorensen will review the water report. Printed information to follow.

RECOMMENDED ACTION: *Discuss long-term water issues.*