



ALPINE CITY COUNCIL MEETING AGENDA

NOTICE is hereby given that the CITY COUNCIL of Alpine City, Utah will hold a Public Meeting on **Tuesday, October 9, 2018 at 7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

I. CALL MEETING TO ORDER *Council Members may participate electronically by phone.

- A. Roll Call:** Mayor Troy Stout
- B. Prayer:** Kimberly Bryant
- C. Pledge of Allegiance:** By invitation

II. CONSENT CALENDAR

- A. Minutes of the City Council Meeting of September 25, 2018**
- B. Payment to Morgan Paving - \$29,655.34**
- C. North Point View, Plat C – Reimbursement for Master Planned Storm Drain**
- D. Approve Contract with Nickerson Co. to pull pump from 300 North Well**
- E. Traffic Study Proposal for Mountainville Academy**
- F. Bond Release – North Point View, Plat C**

III. PUBLIC COMMENT

IV. REPORTS and PRESENTATIONS

V. ACTION/DISCUSSION ITEMS

- A. Fiscal Year 2018 Audit Report – Greg Ogden.** The City Council will consider accepting the Audit Report.
- B. Exception Request – Gateway Historic & Business Commercial setback requirements – Bank of American Fork.** The City Council will consider approving an exception to the setback requirement for the Bank of American Fork on the corner of Main Street and 100 South.
- C. The Ridge at Alpine Subdivision, Phase 1 -Final – Paul Kroff.** The City Council will review and consider granting final approval to Phase I of the proposed subdivision.
- D. Willow Canyon Variance Request to Height Restriction – 95 N. Preston Drive – Tim Clark:** The City Council will consider approving a variance to the height restriction for the home in Willow Canyon.
- E. Alpine Barn Wedding Venue Site Plan – 45 E. 200 N. – Dylan Ence.** The City Council will consider approving an exception to the parking requirement for the proposed reception center.
- F. Smooth Canyon Parking Alternative.** The City Council will review the three parking lot options and consider approval.
- G. Resolution No. R-2018-13, Clothing Allowance Policy.** The Council will consider approving a clothing allowance policy for public works and parks employees.
- H. Ordinance No. 2018-07 Amending Article 3.1.11.7 of the Alpine City Development Code pertaining to driveway cut and fill.** The Council will consider approving the ordinance.
- I. Ordinance No. 2018-08 Amending Articles 3.3.4 and 3.4.4 pertaining to density, lot area and width requirements.** The Council will consider approving the ordinance.
- J. Proposal for 300 North Well Rehabilitation**

VI. STAFF REPORTS

VII. COUNCIL COMMUNICATION

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

ADJOURN

Mayor Troy Stout
October 5, 2018

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need a special accommodation to participate, please call the City Recorder's Office at (801) 756-6347 x 4.
CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main and sent by e-mail to The Daily Herald located in Provo, UT, a local newspaper circulated in Alpine, UT. This agenda is also available on our web site at www.alpincity.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.

ALPINE CITY COUNCIL MEETING
Alpine City Hall, 20 N. Main, Alpine, UT
September 25, 2018

I. CALL MEETING TO ORDER

The meeting was called to order at 7:00 pm by Mayor Troy Stout. Mayor Stout explained that they were lacking in Councilmembers that evening. Carla Merrill and Jason Thelin were out of the country. Kimberly Bryant was out of state but would be participating by phone near the beginning of the meeting. For that reason, he was reordering the agenda to have the more urgent action items near the beginning of the meeting when Ms. Bryant was available.

Mayor Stout said they would first hold the Public Hearing on the Urban Deer Control Plan then take action. Next, they would consider the Consent Calendar. The audit report was postponed to the next meeting. They would then consider Item B under Action/Discussion Items which was a request for a height variance by Tim Clark for his property at 95. N. Preston Drive. The general Public Hearing and Financial Report would be held at the end of the meeting. The remaining items on the agenda would be addressed at a future meeting.

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

Mayor Troy Stout

Council Members: Ramon Beck, Lon Lott. Kimberly Bryant participated by phone for a portion of the meeting.

Council Members not present: Jason Thelin and Carla Merrill were excused.

Staff: Shane Sorensen, Charmayne Warnock, David Church, Chief Brian Gwilliam

Others: Paul Bennett, Ed Bush, Sam Pehrson, Wes Alexander – DWR, Rod Nielson – DWR, Mrs. Tim Clark, Tim Clark's builder, Mike Pierce, Darrin Bell, Gordon Willis, Dennis Madsen, Will Jones, Dave Fotheringham

B. Prayer: Lon Lott

C. Pledge of Allegiance: Ramon Beck

II. ACTION/DISCUSSION ITEMS

A. PUBLIC HEARING – Urban Deer Control Plan

Mayor Stout said the Council had been working on deer control for some time. Two of the three steps had been completed. Holding a public hearing and approving the Urban Deer Control Plan was the third step. The first two steps included trying to establish habitat that was attractive to deer on the hillsides instead of in town. That included planting vegetation and adding water sources for the deer. He thanked the Mule Deer Foundation and other volunteers for their assistance with those things. At this stage, they were about to begin trapping the deer and relocating them to other areas.

The Council had begun the Deer Control process by creating a committee to study the deer problem and make a recommendation to the Council. The committee created a survey which was provided to residents, giving them an opportunity to have input on the problem and possible solutions. The Council then discussed the survey and the options and decided on the nonlethal trapping and relocating of the resident deer.

Wes Alexander and Rod Nielson from the Division of Wildlife Resources (DWR) were present. Mayor Stout opened the public hearing.

Paul Bennett – Fort Canyon Road. Mr. Bennett said he had been on the Deer Committee and he wanted to know who decided to trap the deer rather than using lethal means.

Councilman Lott said there had been several discussions on the issue. The response from the community was almost equally divided between lethal and nonlethal solutions. After discussing the feedback, the Council decided to use a controlled nonlethal method to reduce the number of resident deer in Alpine.

Troy Stout said no more than 100 deer would be removed per year. That number was a maximum, not a goal.

1
2 Regarding the cost, the representatives from DWR said the cost to trap and relocate the deer was \$225 per deer.
3 Shane said the traps were about \$900 a piece and they were planning to have two or three. The City had budgeted
4 \$20,000 for the deer removal program.

5
6 Paul Bennett said there was a resident herd on Fort Creek that had been there 25 years. He said he would like to be
7 involved in the placement of the traps.

8
9 Ed Bush – Box Elder Drive. He commended the City Council for choosing a nonlethal path. He asked that they
10 concentrate on those areas of nonmigrating deer and leave the fringe areas where the deer migrated alone.

11
12 There were no more comments and Mayor Stout closed the Public Hearing. He opened the meeting to Council
13 discussion.

14 15 **B. Urban Deer Removal Plan**

16
17 Kimberly Bryant joined the meeting via telephone.

18
19 Ramon Beck said they were originally looking for bow hunters to kill the deer and decided to go this route even
20 though it was more expensive. They felt this was what the citizens wanted. Others felt the trapping didn't go far
21 enough.

22
23 Lon Lott said they had received a letter from a citizen that felt it was inhumane to trap the deer but many citizens
24 had concerns that needed to be addressed.

25
26 Kimberly Bryant said she would prefer to do nothing. Other cities like Midway embraced their wildlife and laughed
27 at Alpine for trying to reduce the deer herds. They said their property values went up because of the deer. She said
28 the people had moved into the deer's territory.

29
30 Troy Stout said the debate was over whether some of the deer were wildlife. Many deer had become part of a
31 domestic neighborhood and were a nuisance because of their destructive eating. He said the City would commit
32 trapping deer only in areas where people wanted them trapped.

33
34 Wes Alexander said they needed input from the community in the placement of the traps so they could focus on the
35 deer that were truly urban deer.

36
37 Ramon Beck said the deer were a protected species and they had to work with the government on this. They couldn't
38 just go out and move them.

39
40 Kimberly Bryant asked how many resident deer there were in Alpine. Mr. Alexander said there was an estimate of
41 400.

42
43 **MOTION:** Lon Lott moved to approve the Urban Deer Removal Plan as outlined with the significant point that
44 they trapped only in the areas where the presence of urban deer was verified. Ramon Beck seconded.

45
46 Kimberly Bryant said she wouldn't support the motion and felt there needed to be more discussion.

47
48 The motion was withdrawn.

49
50 Kimberly Bryant said one of the reasons she didn't agree with the plan was because the deer would just come back.
51 It would be the same deer they trapped and relocated, but more deer. How would trapping solve the problem?

52
53 Wes Alexander said they would never remove all the deer that were in Alpine. They were only trying to reduce the
54 deer to a tolerable number. Herriman and Provo had been doing this for a while and had seen a considerable
55 reduction in the number of deer. He said the deer would be relocated to a place far away.

1 Mayor Stout said one of the reasons they were trying to reduce the number deer was so people were not hitting them
2 with their cars. It was dangerous for people and the deer.
3

4 Kimberly Bryant said the only way she would vote for it was if they were saying exactly why they were doing this.
5 The rumors she was hearing was that people in Alpine felt they lived in a city that was too good for wildlife. That
6 wasn't true but it was the perception. She wanted it to be clear that it was not about that. She said she hunted and
7 had shot deer. She just wanted the citizens to understand that it was to alleviate the problem of deer and traffic. She
8 would like to have a letter written to the public explaining their action and she would vote for it.
9

10 **MOTION:** Lon Lott moved to approve the Urban Deer Removal Plan as outlined with the significant point that
11 they set traps only in the areas where the presence of urban deer was verified, and with a clear statement to the
12 residents that they were only removing urban deer. Ramon Beck seconded. Ayes: 3 Nays: 0. Kimberly Bryant said
13 she voted aye but was not happy about it. Motion passed.
14

15 Ayes:

15 Nays:

16 Ramon Beck
17 Kimberly Bryant
18 Lon Lott
19
20

16 none
17
18
19
20

21 **III. CONSENT CALENDAR**
22

23 **A. Minutes of the Alpine City Council meeting held September 11, 2018**

24 **B. Final Payment to Holbrook Asphalt - \$47,678.67**

25 **C. Extension Request for 2018 Municipal Recreation Grant Reimbursement**
26

27 Shane Sorensen explained that the City had received a recreation grant that was intended for use on the Dry Creek
28 Corridor Trail. Under the requirements of the grant, claims for reimbursement would need to be submitted by
29 October 26, 2018, but the work was not yet completed. Approval of the grant extension would give them until
30 November 30, 2018 to seek reimbursement.
31

32 **MOTION:** Kimberly Bryant moved to approve the Consent Calendar. Ramon Beck seconded. Ayes: 3 Nays: 0.
33 Motion passed.
34

35 Ayes:

35 Nays:

36 Ramon Beck
37 Kimberly Bryant
38 Lon Lott
39
40

36 none
37
38
39
40

41 **ACTION/DISCUSSION ITEMS (Continued)**
42

43 **C. Willow Canyon Variance Request to the Height Restriction – 95 N. Preston Drive – Tim Clark.**

44 Shane Sorensen said the Council had considered the request at their meeting of August 28, 2018 and denied it. Since
45 that time, Mr. Clark had redesigned his plans and was not asking for a variance of 9 feet. He had talked to the
46 architectural committee of Willow Canyon architectural committee even though he was not technically required to
47 because he was not in the subdivision. Not all the members of the Willow Canyon committee were in agreement. He
48 said Mr. Clark had been issued a building permit, but permission to continue was withheld when they realized the
49 building lot was in the Willow Canyon Annexation Area, which had a height restriction.
50

51 David Church said they were calling it a variance but technically that was not what it was. He explained that the
52 height restriction was imposed as part of the Annexation Agreement with Willow Canyon was annexed into Alpine
53 City. The covenant ran with the land and stated that a home could not exceed 25 feet in height as measured from
54 natural grade. Alpine's height restriction throughout the rest of the city was 34 feet high as measured from the
55 average finished grade to the midpoint of the roof. In the past, the Council had approved variances for homes in
56 Willow Canyon which allowed them to be higher than 25 feet from natural grade.

1
2 Mr. Church said it was important to remember that what the Council was being asked to do was to determine
3 whether or not the City would enforce its rights under the Annexation Agreement. The City could not control
4 whether or not the landowners in Willow Canyon could enforce their rights. Mr. Clark was requesting that the
5 Council not enforce the height section of the Annexation Agreement for his particular home as long as the height
6 was not more than 9 feet above the 25-foot height spelled out in the Annexation Agreement. He said that was all the
7 Council could do. They were not getting rid of the Agreement. He said that, as they had heard from the attorney of
8 other landowners in the Willow Canyon area, the property owners in Willow Canyon could enforce the terms of the
9 Annexation Agreement themselves. Regarding the issuance of the building permit, it was issued because the person
10 in the building department did not know about his restriction. It was stopped when staff realized what had been
11 done.

12
13 Mr. Church summarized by saying that the Council would be choosing whether or not to enforce that section of the
14 Annexation Agreement for this particular home. The neighbors could still hire an attorney and sue to enforce it.
15

16 Ramon Beck asked what the City's liability was if they approved it. David Church said there was no liability. The
17 City would issue the permit and the neighbors could choose to enforce it or not. Any lot owner could sue another lot
18 owner. He said that in his years with Alpine City, he had not seen a variance denied. However, this was the largest
19 variance request so far.
20

21 Shane Sorensen said he'd heard there had been variances of nine feet, but Austin Roy had looked through the City's
22 files and the highest exception he'd found was 7 feet 2 inches.
23

24 **MOTION:** Lon Lott moved that, as had been done in the past, the Council not enforce the height restriction in the
25 Willow Canyon Annexation Agreement for the property at 95 N. Preston Drive for Tim Clark as long as it didn't
26 exceed 9 feet above 25 feet for a total height of 34 feet. Ramon Beck seconded. Ayes: 2 Nays: 1. Motion failed.
27

28 Ayes:	Nays:
29 Ramon Beck	Kimberly Bryant
30 Lon Lott	

31
32 Tim Clark's builder approached the Council and asked Kimberly Bryant, who was on speaker phone, if she would
33 vote to approve a variance of 7.5 feet. She indicated she would, then hung up.
34

35 Mayor Stout said they had lost the third vote and no longer had a quorum so there would be no more action items
36 that evening. However, they would take public comment and deal with other agenda items that did not require a
37 vote.
38

39 IV. REPORTS AND PRESENTATIONS

40
41 **A. Financial Report:** Shane Sorensen reported that they were three months into the budget year.
42 Everything was where they expected it to be at the time and the city was financially stable. There were some items
43 that would be coming up as a result of the lawsuit. The final oral arguments were scheduled for November 19, 2018
44 and they should have more information after that, including the future of the road in Lambert Park.
45

46 V. PUBLIC COMMENT

47
48 Sam Pehrson said that he had appeared before the Council at a previous meeting to talk about illegal search and
49 seizure and treatment of the mentally ill. He was given David Church's phone number, whom he called. He said
50 David Church would not talk to him. Sam Pehrson said he had told Mr. Church that if he wouldn't talk to him, there
51 would be consequences, and David Church told him to go for it. Mr. Pehrson said he was not planning on any
52 violence. He was looking at a Rosa Parks type protest. He was talking about fair treatment for the mentally ill. He
53 was talking about events that took place in Alpine City limits.
54

55 David Church said Sam Pehrson did call him and he asked him what his complaints were, but Mr. Pehrson would
56 not identify his complaints and wanted Mr. Church to meet with him rather than discuss it over the phone. Mr.

1 Church said he asked for details and told Mr. Pehrson he would not meet with him unless he gave him some facts
2 over the phone.

3
4 Mayor Stout told Mr. Pehrson that there were people willing to listen to him if he was willing to provide some
5 information upfront.

6
7 David Church said that if he knew what the complaint was, he would know how to direct it. If the complaint was
8 about city staff, it would be a different process than if it was about the police. He said the police department was a
9 separate entity from Alpine City and complaints about the police would be dealt with by the Lone Peak Public
10 Safety District.

11 Sam Pehrson said his grievance was with the cops and he would like to start that process.

12 Chief Brian Gwilliam was present and invited Mr. Pehrson to meet with him the next day at 9:30 AM in his office at
13 the police station and told him where it was located.

14
15 Mike Pierce – Bald Mountain Drive: Mr. Pierce commented regarding height variances in Willow Canyon. He said
16 that when the Agreement was first put in place, height wasn't an issue until people started building and found it
17 difficult to comply with the restraints. Some variances were approved but only because of the geographical
18 constraints of the lots. People wanting to build houses that didn't comply were asked to come back to the
19 architectural committee with multiple plan changes until they were as close as they could be to compliance.
20 Variances were not granted because of the plan they wanted or the orientation of the building. He said Mr. Clark's
21 home sat across the lot rather than parallel to the mountains. Mr. Clark's request had nothing to do with the lot.
22 Plenty of home designs could be built on the lot and comply with the agreement.

23
24 Mr. Pierce said the committee had been very consistent with the variances. They were not handed out wily nily. The
25 homeowners all had to meet with the architectural committee, even those who did not have to. It was not just two-
26 story homes that met with the committee. Everyone built within the constraints. He said he had to go through design
27 changes two or three times for his home. That was done with the HOA before they came to the City for a variance
28 request. He said the lot the Clarks were building on was not steep. Lots of neighbors had gone through the time and
29 expense to comply with the height requirement. He said he would hate to go to the attorneys but they would not
30 have an option if the City was looking at it from only one perspective. The City had fought hard not to have a
31 development in that area and a compromise was reached. It was the City's responsibility to make sure the beauty of
32 the mountains was maintained.

33
34 Darrin Bell – Bald Mountain Drive. Mr. Bell said that when they designed their home, they chose a hip roof to
35 lessen the gable ends to reduce the height. They had dug into the hillside. That was how they accomplished a home
36 design that complied. They were nestled into the hillside. The spirit of the Annexation Agreement was to preserve
37 the view of the hillside from all over. It was what many people came here to enjoy. He said the lot at 95. N. Preston
38 Drive was a five-acre lot. It was five times the size of his and other lots. There were opportunities for the owner to
39 comply with both the letter and spirit of the agreement. The request for a variance needed to be based on some kind
40 of argument. He said the Clark home was planned to sit perpendicularly to slope contours which caused the west end
41 of the house to be elevated above natural grade. Orienting it so it was parallel would help. Besides being obtrusive to
42 the view of the neighbors, it would tower above the oak brush on the west end. It would devalue other homes
43 because it was an eyesore. He did not believe any variance should be considered when it was possible to design the
44 home to be in harmony with the contours.

45
46 Gordon Willis – Bald Mountain Drive. Mr. Willis said, in reference to the proposed Clark home, they had been
47 moments from having a home built 48 feet above natural grade. He said there should be some conditions or logic
48 applied in this situation. When he built his home, he went through a process where they consulted the neighbors and
49 met with the architectural committee. They submitted calculations on the slopes and driveway. He said he wanted
50 the Clarks to have the home they wanted, but the neighbors wanted to have the homes they wanted, too. They hadn't
51 jumped to the highest variance possible. He received a variance of 2 feet 9 inches. The proposed home was located
52 between his home and Joel Kester's. He was trying to see what the variance was based on. The neighbors were
53 asking for the City to be considerate of the neighbors that were already there and what they had gone through. He
54 was fearful of a quick decision that resulted in a lifelong view for the everyone else.

1
2 Ed Bush – Box Elder Drive. Mr. Bush said he was wondering if the motor vehicle restriction in Lambert Park was
3 still in effect. He asked when the signs would be posted. He had spent the summer putting signs back up in the park.
4 Troy Stout said there were a number of things they were trying to determine before the snow flies. There were things
5 the Council had decided on that needed to be executed. Mr. Bush said the police were hesitant to cite people in the
6 park unless the signage was there.

7
8 Dennis Madsen – Bald Mountain Drive. Mr. Madsen said he was granted a height variance 20 years ago and he
9 vividly recalled having to justify it. He had to modify his design; he felt those who sought variances should also
10 have to do that. Shane Sorensen asked what his reason had been since his lot was relatively flat. Mr. Madsen said his
11 original design had a steeper pitch on the roof. He flattened it considerably.

12 **VI. STAFF REPORTS**

13 Shane Sorensen said he reported on the following.

- 14 • He would send out a reminder about the lawsuit hearing on November 19th.
- 15 • He talked to Paul Anderson about no parking in front of his house during school drop-off and pick-up
- 16 hours. If that didn't work, they would put up signs.
- 17 • Cedar Hills had voted to leave the Lone Peak PSD which would create some changes for the remaining two
- 18 cities. If they kept everything the same, Alpine's assessment would go up. They were working on a buyout
- 19 for Cedar Hills.
- 20 • The basketball court at Burgess Park was essentially done.
- 21 • They had installed 600 or 700 new PI meters so far. He was currently working with Caselle to get the
- 22 software to integrate the meters into our system. The meters were collecting information, but it wasn't yet
- 23 transferred.
- 24 • The audit for 2017-2018 would be presented at the next meeting.
- 25 • So far, they had filled two of the three positions that were approved by the Council. Jenny Wallace was
- 26 selected as the part-time building department secretary. Ted Stillman was the code enforcement officer.

27 **VII. COUNCIL COMMUNICATION**

28 Lon Lott said he felt that as a Council they were between a rock and a hard place on the height issue in Willow
29 Canyon. When they talked about precedence, it was 20 years ago that Mr. Madsen set a precedent when his variance
30 was given. It should have been the people back then that held to the rule.

31 Shane Sorensen said that the restriction was put in place, not for the subdivision, but for the people that complained.

32 Mayor Stout said he was excited to have code enforcement officer. He had taken pictures of dumpsters and dirt piles
33 on public open space. There were some gross abuses and he was anxious to see the encroachments on open space
34 addressed.

35 Mayor Stout said he'd had a productive meeting with the city of Draper. The letter the Council sent over was well-
36 received. He said Blue Bison was off the Draper Council agenda again because he was not ready.

37 **VIII. EXECUTIVE SESSION.** None held.

38 The discussions ended at 9:00 pm. No motion was made due to lack of a quorum.



MORGAN PAVEMENT

625 South Main Street
Clearfield, Utah 84015
801-544-5947

Sold To:

ALPINE CITY
20 N MAIN
ALPINE, UT
84004
Attn: SHANE SORENSEN

Job Location:

ALPINE CITY MASTIC SEAL
VARIOUS STREETS
ALPINE, UTAH
84004
Attn: SHANE SORENSEN

INVOICE

Invoice Number: J009288
Invoice Date: Aug 18, 2018
Terms: Net 30
Customer Code: ALPINECI
Reference #1:

Sales Cat/Slsmn: MUNICIPAL/SMITR

Job Number: 184055TS
Job Description: ALPINE CITY MAS
Reference #2:

Description**Amount**

BILL FOR ONYX MASTIC SEAL WORK COMPLETED:	
MOBILIZATION	2,750.00
TRAFFIC CONTROL	550.00
ONYX FRICTIONAL MASTIC SURFACE TREATMENT 152,343 SF @ 0.173/SF	26,355.34

- CONDITIONS -

Subtotal 29,655.34

Total Invoice 29,655.34

Memo



To: Marcus Watkins, Developer of North Point View Plat C
From: Jed Muhlestein, P.E. *JM*
City Engineer
Date: July 9, 2018
Subject: STORM DRAIN REIMBURSEMENT – NORTH POINT VIEW PLAT C

This memo documents a meeting held between City Staff and the developer of North Point View Plat C today, July 9, 2018, to discuss reimbursement costs of a master planned thirty (30) inch storm drain line and appurtenances that runs through the development of North Point View Plat C. The storm drain line is a regional requirement, one that the development only partially depends on as it will discharge to this line at some future time. The cost of furnishing and installing the 30-inch main line as outlined in the table below, is eligible to be reimbursed from storm drain impact fees. The reimbursement cost is \$60,590. Once the installation is complete to the satisfaction of the City, the reimbursement will be made.

30" RCP Storm Drain Costs

Item #	Description	Bid Qty.	Unit Bid Price	Total Bid Price
120	Connect to Existing Storm Drain Manhole	1	\$2,500.00	\$2,500.00
140	30" RCP Storm Drain Pipe	300	\$80.00	\$24,000.00
170	Clean Out Box	5	\$3,500.00	\$21,000.00
180	Bubble Up Box W/ Grated Lid	1	\$3,500.00	\$3,500.00
510	Storm Drain System - Trench Zone Imported Backfill Material	485	\$14.00	\$9,590.00
			TOTAL	\$60,590.00

Alpine City Engineering
20 North Main • Alpine, Utah 84004
Phone/Fax: (801) 763-9862
E-mail: jed@alpinecity.org

September 18, 2018

Alpine City
Shane Sorenson, P.E.
20 North Main Street
Alpine, Utah 84004

ssorensen@alpinecity.org
801.756.6347 ext. 7

Subject: Alpine – Mountainville Academy Traffic Study

Dear Shane:

Thank you for inviting Hales Engineering to submit this proposal to complete a traffic study (TS) to review the traffic operations at the Mountainville Academy charter school in Alpine, Utah. The following is an outline of our proposed scope of work and cost estimate to complete this study according to our discussions with you to provide both quantitative and qualitative data for internal City discussions and decisions.

Scope of Work

Task 1: Project Kick-off and Site Visit

Hales Engineering will make two site visits to observe existing drop-off and pick-up traffic conditions. Hales Engineering will also reach out to Mountainville Academy Staff to discuss drop-off and pick-up procedures and identify concerns and limitations with regard to the existing system.

Task 2: Data Collection

Hales Engineering will collect data for the morning drop-off (6:30 to 8:30 a.m.) and afternoon (2:00 to 4:00 p.m.) peak hours at the following intersection(s):

- School Access / Main Street

Based on the results of the data collection in combination with a visual observation of the queuing near the schools, a calibrated / validated traffic simulation model will be constructed.

Nearby permanent count stations will be used to identify the seasonal adjustment factors that will be applied to the raw count data to normalize the counts.

Task 3: Existing (2018) Analysis

Hales Engineering will use VISSIM traffic simulation software to evaluate traffic for the controlling morning or afternoon peak hour conditions and identify any deficiencies in the pick-up/drop-off process.

If any existing deficiencies are identified, we will make the appropriate recommendations for School, City, County, or State improvements to the system to bring it up to an acceptable level of service standard.

Task 4: Alternative Circulation Patterns (2018) Analysis

This analysis will use the VISSIM traffic simulation software to evaluate two alternative circulation, striping, and/or loading alternatives for the controlling morning or afternoon peak hour traffic conditions.

These analyses will be used to estimate the impacts of the recommended improvements to the pick-up/drop-off process.

Task 5: Report Preparation

Hales Engineering will summarize results of our study in a final report including the necessary text, tables and figures. Following completion of the report we will submit one (1) electronic version for your use and distribution. The final report will include key findings within our conclusions and recommendations on potential mitigation measures.

Cost Estimate

We anticipate that the breakdown of the cost to complete the five (5) tasks identified in the traffic study scope of work will be **\$4,760**.

Meeting Attendance/Out of Scope Work

Predicting the number of meetings and time commitments required to move a traffic study through the approval process varies from project to project. Therefore, in the best interest of our clients, we have not included any meetings beyond those identified in the scope of work. If additional meetings are necessary, they will be billed separately on a time and materials basis



and will be attended by representatives of Hales Engineering only upon prior written or electronic approval given by you or a designated representative.

Schedule

If you agree to the terms and conditions of this letter, please countersign below. We will begin work after we have received the written authorization to proceed. We will then complete the report for your review within three weeks of receipt of the notice to proceed and following any data collection efforts. This letter will serve as our contract along with the attached Standard Terms and Conditions.

Agreement

Invoices for work completed will be submitted monthly for payment.

Again, thank you for asking Hales Engineering to prepare this proposal. We look forward to working with you on this project. If you have any questions, please feel free to call.

Sincerely,
HALES ENGINEERING, LLC

Ryan Hales, PE, PTOE, AICP
Principal / Owner

Accepted by: _____

Signature: _____

Representing: _____

Date: _____

P1957-UT



STANDARD TERMS AND CONDITIONS

These STANDARD TERMS AND CONDITIONS apply to, and are made part of, the attached letter agreement (“Agreement”) by and between HALES ENGINEERING, LLC, a Utah company, (“Consultant”), and the “Client” referenced in the signature block on the Agreement.

WITNESSETH THAT, in consideration of the premises and covenants hereinafter set forth, the parties agree as follows:

1. **Data To Be Furnished.** All information, data, reports, records and maps with respect to the Project which are available to Client and which Client deems reasonably necessary for the performance of work set forth in the Agreement, shall be furnished to Consultant without charge by Client.

2. **Personnel.** Consultant agrees that it will employ, at its own expense, all personnel necessary to perform the services required by this Agreement and in no event, shall such personnel be the employees of Client. All of the services required hereunder shall be performed by Consultant and all personnel engaged therein shall be fully qualified under applicable federal, state and local law to undertake the work performed by them. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of such personnel and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

3. **Compensation.** Client shall pay Consultant an amount not to exceed the sum noted in the Agreement as consideration for the services described. Consultant shall submit invoices to the Client monthly. Client agrees to pay the invoices within 30 days of receipt. If payment is not received within 60 days, Consultant may, at its sole discretion, elect to stop work until payments are received. In that case, Consultant will notify Client that work has ceased. Client also agrees to pay all costs, including attorney’s fees and court costs, incurred by Consultant to collect on past due invoices. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant’s statement, the amounts due Consultant will be increased at the rate of 1.5% per month from due date identified on invoice.

4. **Ownership of Documents.** The work papers, drawings, photographs and any other written or graphic material, hereinafter materials, prepared by Consultant for this Project are instruments of the Consultant’s service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies of Consultant’s materials for information and reference in connection with the Client’s use on the Project. The Client or others shall not use the Consultant’s materials on other projects, or for changes to this Project without the express written consent of the Consultant. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or violation of copyright.

5. **Attorneys’ Fees/Arbitration.** In the event that either party brings an action or claim arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys’ fees incurred, as well as costs incurred, as well as expert witness fees. Any and all disputes shall be resolved by way of binding Arbitration, which shall take place in Salt Lake City, Utah utilizing a single Arbitrator. Arbitration shall take place under the auspices of either the American Arbitration Association or JAMS, at the election of the party commencing Arbitration. The prevailing party shall also be entitled to be reimbursed for any and all Arbitration expenses incurred.

6. **Limitation of Liability.** Unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant’s fee, Client agrees to limit Consultant’s liability to Client to the sum of the Consultant’s fee for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including Consultant’s professional negligent acts, errors, or omissions, and Client hereby releases and holds harmless Consultant from any liability above such amount.

7. **Modification/Termination.** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing. This agreement may be terminated for convenience and without cause by either party upon seven days’ written notice.

8. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Utah.

9. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing.

ALPINE CITY
ESCROW BOND RELEASE FORM
 Release No. 4

BOND HOLDER

Thru Period Ending: Sept 30, 2018

North Point View Plat C
 Location: East View Lane

Description	Quantity	Units	Unit Price	Total Cost	% Completed This Period**	% Completed To Date**	Total This Period
SWPPP							
Stabilized Construction Entrance	1	LS @	\$ 3,200.00	\$ 3,200.00	0.0%	95.0%	\$ -
Silt Fence	750	LF @	\$ 2.50	\$ 1,875.00	0.0%	95.0%	\$ -
Curb Inlet Protection	8	EACH @	\$ 250.00	\$ 2,000.00	0.0%	95.0%	\$ -
Toilet Rental	4	EACH @	\$ 100.00	\$ 400.00	0.0%	0.0%	\$ -
Toilet Pad Install	1	EACH @	\$ 250.00	\$ 250.00	0.0%	0.0%	\$ -
Concrete Washout	1	EACH @	\$ 500.00	\$ 500.00	0.0%	0.0%	\$ -
MOBILIZATION & EARTH WORK							
Mobilization	1	LS @	\$ 10,000.00	\$ 10,000.00	0.0%	95.0%	\$ -
Clear & Grub ROW	18500	SF @	\$ 0.15	\$ 2,775.00	0.0%	95.0%	\$ -
Site Cut/Fill	1200	CY @	\$ 3.50	\$ 4,200.00	0.0%	95.0%	\$ -
Remove existing fence	265	LF @	\$ 5.00	\$ 1,325.00	0.0%	95.0%	\$ -
Remove asphalt in cul-de-sac	5930	SF @	\$ 1.10	\$ 6,523.00	0.0%	95.0%	\$ -
Tree Removal	1	LS @	\$ 6,500.00	\$ 6,500.00	0.0%	95.0%	\$ -
SANITARY SEWER							
Extend 8" PVC Sewer	1	LS @	\$ 1,500.00	\$ 1,500.00	0.0%	95.0%	\$ -
4" Nose-on PVC Sewer Lateral	1	EACH @	\$ 1,300.00	\$ 1,300.00	0.0%	95.0%	\$ -
Import Trench Backfill	100	TON @	\$ 14.00	\$ 1,400.00	0.0%	95.0%	\$ -
STORM DRAIN							
Connect to existing manhole	1	EACH @	\$ 2,500.00	\$ 2,500.00	0.0%	95.0%	\$ -
15" RCP Storm Drain	104	LF @	\$ 45.00	\$ 4,680.00	0.0%	95.0%	\$ -
30" RCP Storm Drain	339	LF @	\$ 80.00	\$ 27,120.00	0.0%	95.0%	\$ -
Combo Box	2	EACH @	\$ 4,650.00	\$ 9,300.00	0.0%	95.0%	\$ -
Curb Inlet Box	2	EACH @	\$ 2,750.00	\$ 5,500.00	0.0%	95.0%	\$ -
Clean Out Box	3	EACH @	\$ 3,500.00	\$ 10,500.00	0.0%	95.0%	\$ -
30" Flared End Section	1	EACH @	\$ 1,850.00	\$ 1,850.00	0.0%	95.0%	\$ -
Storm Drain Pond	1	LS @	\$ 3,450.00	\$ 3,450.00	0.0%	0.0%	\$ -
Import Trench Backfill	300	TON @	\$ 14.00	\$ 4,200.00	0.0%	95.0%	\$ -
CULINARY WATER							
Connect to Existing 8" CW Waterline	2	EACH @	\$ 1,800.00	\$ 3,600.00	0.0%	95.0%	\$ -
8" PVC C900 SD518 Culinary Water Main	285	LF @	\$ 28.00	\$ 7,980.00	0.0%	95.0%	\$ -
8" CW Gate Valve	2	EACH @	\$ 1,850.00	\$ 3,700.00	0.0%	95.0%	\$ -
8" CW Tee	1	EACH @	\$ 950.00	\$ 950.00	0.0%	95.0%	\$ -
8" CW Bend or Fitting	2	EACH @	\$ 850.00	\$ 1,700.00	0.0%	95.0%	\$ -
10" PVC C900 SDR18 Culinary Water Main	55	LF @	\$ 33.00	\$ 1,815.00	0.0%	95.0%	\$ -
10" CW Gate Valve	1	EACH @	\$ 2,685.00	\$ 2,685.00	0.0%	95.0%	\$ -
10" CW Bend or Fitting	1	EACH @	\$ 1,150.00	\$ 1,150.00	0.0%	95.0%	\$ -
Fire Hydrant Assembly w/ Valve	1	EACH @	\$ 5,850.00	\$ 5,850.00	0.0%	95.0%	\$ -
1" Poly Culinary Water Services	2	EACH @	\$ 1,350.00	\$ 2,700.00	95.0%	95.0%	\$ 2,565.00
CW Temp Blowoff	1	EACH @	\$ 1,250.00	\$ 1,250.00	0.0%	95.0%	\$ -
Import Trench Backfill	325	TON @	\$ 14.00	\$ 4,550.00	0.0%	95.0%	\$ -
PRESSURIZED IRRIGATION SYSTEM							
Connect to existing 4" PI Waterline	2	EACH @	\$ 1,500.00	\$ 3,000.00	0.0%	95.0%	\$ -
4" PVC C900 SDR18 Pressurized Irrigation	315	LF @	\$ 26.00	\$ 8,190.00	95.0%	95.0%	\$ 7,780.50
4" PI Gate Valve	3	EACH @	\$ 1,650.00	\$ 4,950.00	95.0%	95.0%	\$ 4,702.50
4" PI Tee	1	EACH @	\$ 750.00	\$ 750.00	95.0%	95.0%	\$ 712.50
4" PI Bend or Fitting	2	EACH @	\$ 650.00	\$ 1,300.00	95.0%	95.0%	\$ 1,235.00
1" Poly PI Water Services	2	EACH @	\$ 1,550.00	\$ 3,100.00	95.0%	95.0%	\$ 2,945.00
PI Temp Blowoff	1	EACH @	\$ 1,250.00	\$ 1,250.00	95.0%	95.0%	\$ 1,187.50
Import Trench Backfill	260	TON @	\$ 14.00	\$ 3,640.00	95.0%	95.0%	\$ 3,458.00
ROADWAY IMPROVEMENTS							
Remove and Replace Asphalt - Utilities	300	SF @	\$ 8.50	\$ 2,550.00	95.0%	95.0%	\$ 2,422.50
Rough Grade Native Sub-Grade	18500	SF @	\$ 0.15	\$ 2,775.00	95.0%	95.0%	\$ 2,636.25
24" Curb and Gutter Prep (6" Road Base)	566	LF @	\$ 3.50	\$ 1,981.00	0.0%	0.0%	\$ -
24" Curb and Gutter	566	LF @	\$ 16.00	\$ 9,056.00	0.0%	0.0%	\$ -
8" Road Base	9500	SF @	\$ 0.95	\$ 9,025.00	0.0%	0.0%	\$ -
3" HMA Paving	9500	SF @	\$ 1.60	\$ 15,200.00	0.0%	0.0%	\$ -
Sidewalk Prep (6" Road Base)	2170	SF @	\$ 0.85	\$ 1,844.50	0.0%	0.0%	\$ -
Concrete Sidewalk (4' Wide x 4" Thick)	2170	SF @	\$ 3.75	\$ 8,137.50	0.0%	0.0%	\$ -
ADA Ramp	2	EACH @	\$ 1,250.00	\$ 2,500.00	0.0%	0.0%	\$ -
Concrete Valve Collars	7	EACH @	\$ 400.00	\$ 2,800.00	0.0%	0.0%	\$ -
Concrete Manhole Collars	5	EACH @	\$ 500.00	\$ 2,500.00	0.0%	0.0%	\$ -
Adjust Existing Manhole to Grade and Concrete Collar	3	EACH @	\$ 850.00	\$ 2,550.00	0.0%	0.0%	\$ -
BASE BID TOTAL				\$ 237,877.00			Previously Released: \$ 139,154.10
10% Warranty Amount				\$ 23,787.70			
TOTAL BOND AMOUNT				\$ 261,664.70			This Release: \$ 29,644.75
Total Released to Date				\$ 168,798.85			
TOTAL BOND REMAINING				\$ 92,865.85			

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.

Marcus Watkins
 Developer

Date

Troy Stout
Mayor

Date



Jed Muhlestein, P.E.
City Engineer

10-4-18

Date

City Council
(by Charmayne Warnock - City Recorder)

Date

ALPINE CITY COUNCIL AGENDA

SUBJECT: Exception Request – Gateway Historic & Business Commercial Setback Requirements

FOR CONSIDERATION ON: October 9, 2018

PETITIONER: Bank of American Fork

ACTION REQUESTED BY PETITIONER: Approve setback exception.

BACKGROUND INFORMATION:

The petitioner, Bank of American Fork, has submitted a request for an exception to the setback requirement for the Business Commercial Zone. They are proposing to build a new building on the property located at 105 South Main Street. Plans show setbacks of 10 feet on the northerly end of the property off of 100 South, and 20 feet on the westerly side of the property off of main street.

According to Alpine City Development Code Article 3.7.5.1 buildings shall be setback not less than 30 feet from the property line on all streets.

And, article 3.11.4.3.5 says:

The planning commission may recommend exceptions to the Business Commercial Zone requirements regarding parking, building height, signage, setbacks and use of it finds that the plans proposed better implement the design guidelines to the City Council for approval.

The current Bank of American Fork building has setbacks of approximately 11 feet off 100 South, and 22 feet off Main Street. The new site plan does not deviate greatly from the setbacks of the current building.

The Planning Commission reviewed this at their meeting of September 18, 2018 and made the following motion.

MOTION: Sylvia Christiansen moved to recommend approval of the setbacks on the north, the parking on the west, and moving the building ten feet to the east for the proposed Bank of American Fork.

Alan MacDonald seconded the motion. There were 4 Ayes and 2 Nays. Motion passed.

Ayes:
Alan MacDonald
John MacKay
Sylvia Christiansen
David Fotheringham

Nays:
John Gubler
Jane Griener

STAFF RECOMMENDATION:

Consider approving the requested setback exceptions.



Austin Roy <aroy.alpinecity@gmail.com>

Bank of American Fork Alpine Branch Rebuild

Jason Sandburg <JasonS@cmautah.com>

Wed, Sep 12, 2018 at 6:40 PM

To: Shane Sorensen <ssorensen@alpinecity.org>, "aroy@alpinecity.org" <aroy@alpinecity.org>

Cc: Dale Buxton <dale.buxton@pi.bank>, Gerrit Timmerman <GerritT@cmautah.com>, Michael Sroufe <michaels@cmautah.com>

Shane and Austin,

Attached is a site plan of the Bank of American Fork Alpine Branch located on the corner of Main Street and 100 South in Alpine. The owners are desiring to rebuild this bank building and in looking at the current zoning code it requires that we have a 30 foot setback from the streets. (Both 100 south and Main Street). Also in your zoning code it allows the planning commission to consider this set back on a case by case basis. We would like to proposed a reduction in the current required set back as indicated on the attached plan, which is not much different than the current conditions of the current building location.

We would also like to get on the planning commission meeting agenda next Tuesday, September 18, 2018 for the planning commission to review this situation. Will you please let me know if this is possible? If so, please let me know if the attached drawing is sufficient for them to review this or if you need me to provide additional information.

Thank you for your help and consideration

Jason Sandburg, AIA, NCARB

Project Architect

Curtis Miner Architecture, LLC

233 South Pleasant Grove Blvd. Suite 105

Pleasant Grove, Utah 84062

Phone: (801) 769-3000

Fax: (801) 769-3001

[*jasons@cmautah.com*](mailto:jasons@cmautah.com)

[*www.cmautah.com*](http://www.cmautah.com)



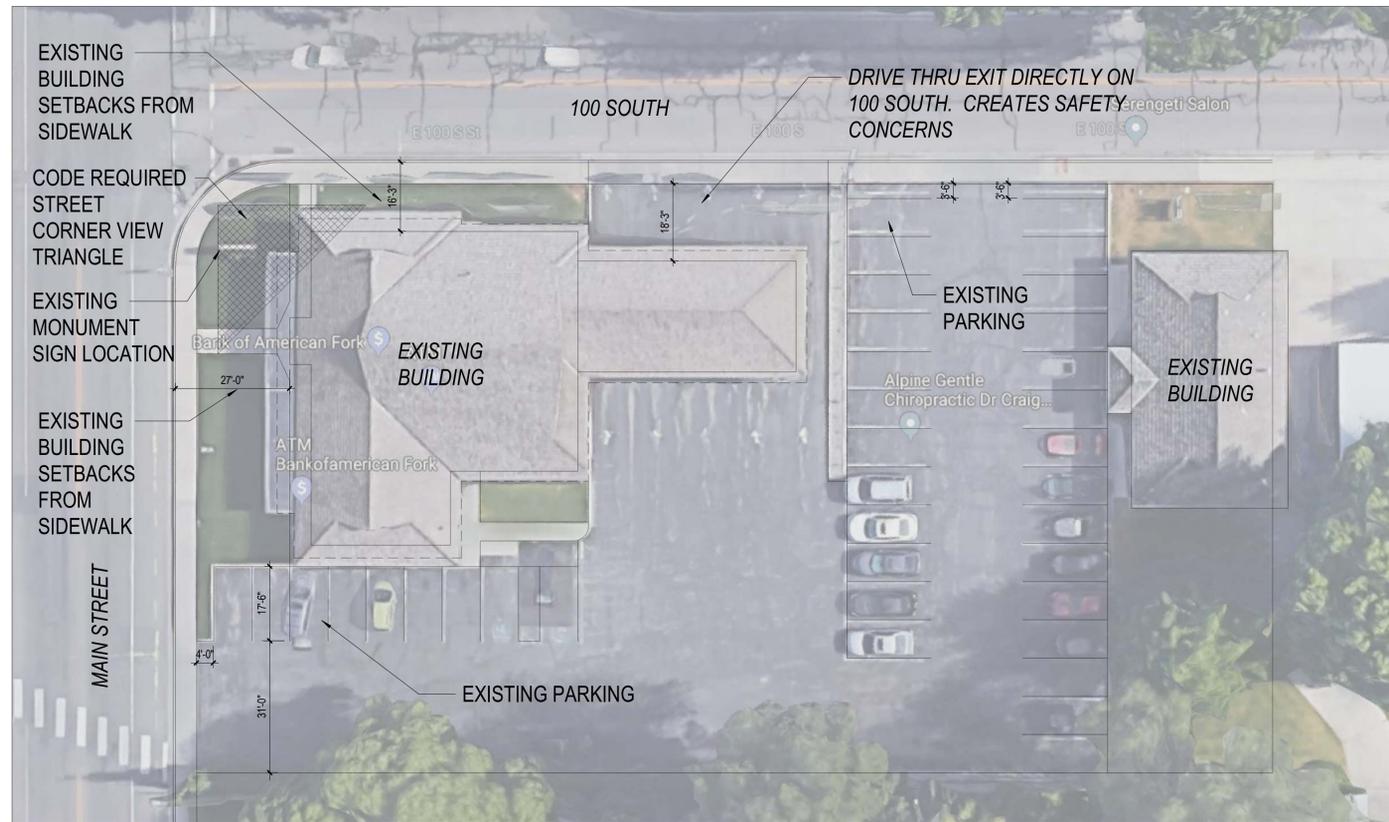
9/13/2018

Gmail - Bank of American Fork Alpine Branch Rebuild

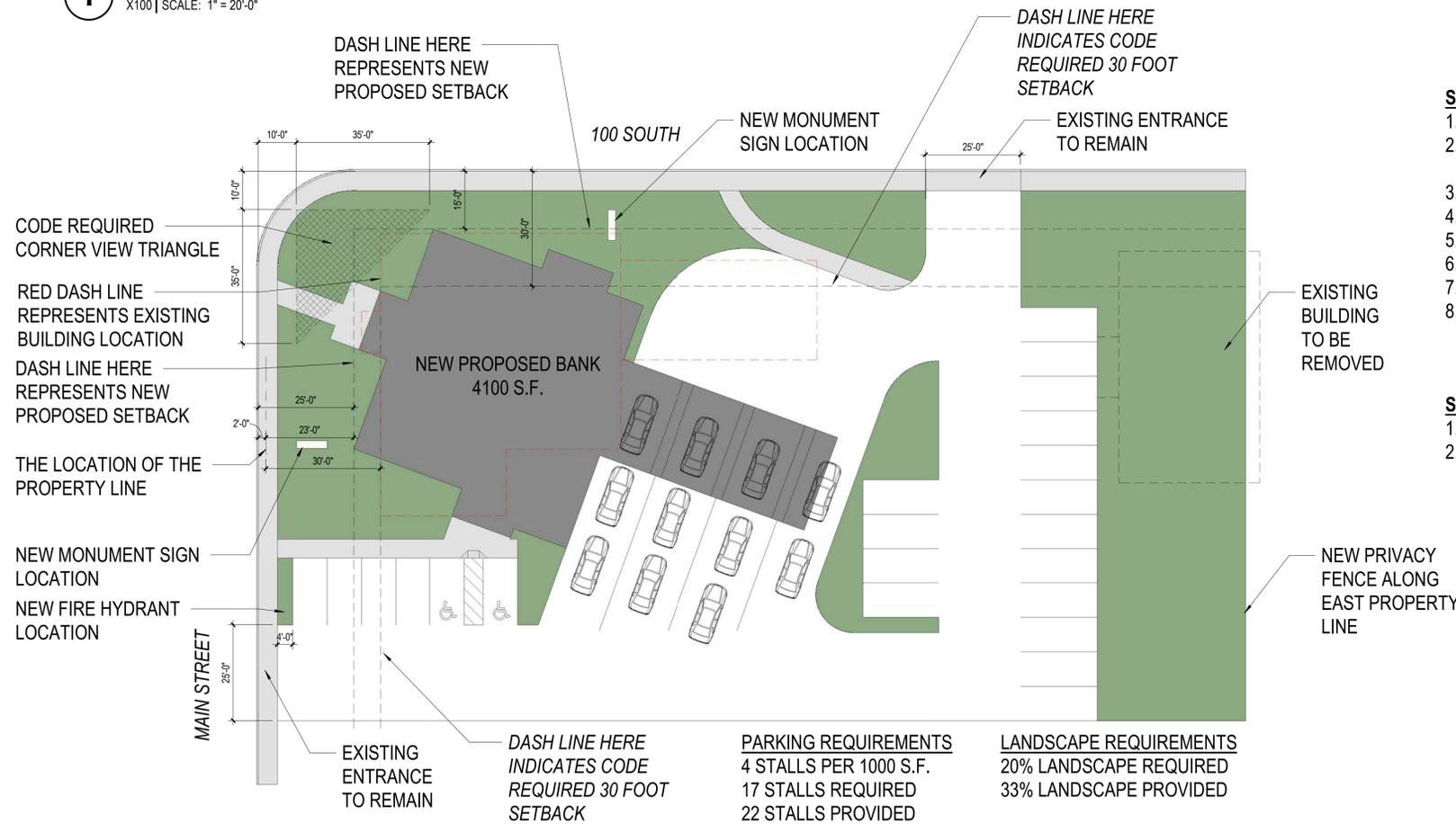
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2018-9-12 BANK OF AMERICAN FORK ALPINE BRANCH REBUILD PROPOSAL.pdf
7910K



1 EXISTING SITE PLAN CONFIGURATION
X100 | SCALE: 1" = 20'-0"



2 PROPOSED SITE PLAN CONFIGURATION
X100 | SCALE: 1" = 20'-0"

SITE BENEFITS:

1. IMPROVED SAFETY EXITING ONTO 100 SOUTH
2. PROVIDED PROPER CLEARANCES FOR CODE REQUIRED STREET CORNER VIEW ANGLE TRIANGLE.
3. RELOCATED BUILDING OUT OF STREET CORNER VIEW ANGLE TRIANGLE
4. RELOCATED MONUMENT SIGN OUT OF STREET CORNER VIEW ANGLE TRIANGLE
5. ADDED FIRE HYDRANT TO SITE
6. NEW BEAUTIFUL BUILDING ALONG MAIN STREET
7. INCREASED LANDSCAPING
8. NEW BUILDING WILL NOT HAVE THE OLD WOOD SHAKE STYLE ROOFING

SITE ZONING EXCEPTIONS:

1. BUILDING SETBACK REQUIREMENT REDUCED FROM 30 FEET
2. PARKING STALL SETBACK REQUIREMENT REDUCED FROM 30 FEET

BANK OF AMERICAN FORK
BRANCH REBUILD

ALPINE UTAH

SEPTEMBER 17, 2018



CURTIS MINER
ARCHITECTURE
233 SOUTH PLEASANT GROVE BLVD.
SUITE #105
PLEASANT GROVE, UTAH 84062
PHONE: (801) 769-3000
cma@cmautah.com

ALPINE CITY COUNCIL AGENDA

SUBJECT: Major Subdivision Final Review – The Ridge at Alpine PRD – Phase 1

FOR CONSIDERATION ON: 9 October 2018

PETITIONER: Paul Kroff

ACTION REQUESTED BY PETITIONER: Recommend approval of Phase 1 final plat.

BACKGROUND INFORMATION:

The final plat for Phase 1 of The Ridge at Alpine Subdivision includes 9 lots ranging in size from 0.46 acres to 3.15 acres on a site that is approximately 133.68 acres. It is proposed to include approximately 123.74 acres of private open space. The site is located in the CR-40,000 zone.

The Planning Commission reviewed the final plat and made a motion to approve it but the motion did not pass.

MOTION: John Gubler moved to recommend approval of The Ridge at Alpine PRD with the following conditions:

1. Provide alternate addresses for Lots 68 and 69.
2. Lot 64 would have no access onto Elk Ridge Lane because of the detention pond.
3. The developer would follow Engineering recommendations, including addressing redlines on the plat and construction drawings, working with staff on variable speed pumps, provide documentation of the demolition of the old Grant residence and septic tank, meet the water policy with Alpine Irrigation, Co. shares, and provide an engineer's cost estimate for all Phase 1 construction items.
4. Water and sewer easements be included on Lot 72.
5. Lot 70 would have no access from Elk Ridge Lane.
6. Any easements required for trails and ponds be included on the plat.
7. The Planning Commission recommends the trail alignment as presented, subject to consent from the Nash and Hamilton families to include trails on their property.
8. The Planning Commission believes that Lot 72 meets the requirements of the ordinance.

Alan MacDonald seconded the motion. There were 3 Ayes and 2 Nays. The motion did not pass.

Ayes:

John MacKay
Sylvia Christiansen
John Gubler

Nays:

Alan MacDonald
Jane Griener

STAFF RECOMMENDATION:

Review Final Plans for Phase 1 of The Ridge at Alpine PRD Subdivision.

Memo



To: Alpine City Council

From: Jed Muhlestein, P.E. *JM*
City Engineer

Date: October 4, 2018

Subject: The Ridge at Alpine PHASE 1 - ENGINEER'S FINAL REVIEW
9 Lots on 133.68 Acres, CR 40,000 Zone

This memo is written to highlight a few changes made from the last Phase 1 Final application presented to the City Council.

1. The original submittal for Phase 1 included 15.38 acres, it is now including 133.68. The Developer is including all open space that contains trails in Phase 1.
2. The variable speed pump, as mentioned in the Development Agreement, has been somewhat of a moving target with several unknowns going on in the city at this time. Upon further review, Staff agrees with the agreement that the pump and infrastructure should be installed with Phase 1. This is mentioned in the recommendations from the Engineering letter.
3. The Developer has provided secondary access information and it has been approved by the Fire Chief.
4. The Developer has provided Grove Drive right of way dedication exhibits for review and they are approved.
5. The Developer is currently working with the Trail Committee and hopes to have a resolution on alignments prior to the meeting. **Approval should be conditioned upon all parties approving the proposed trails and said trails being shown on the plat as approved.**
6. Staff has received a question regarding the height of Lot 72. The proposed shown building pad for the lot is 5,340. The highest cul-de-sac in Heritage Hills Plat C (Deer Crest Circle) has an elevation of 5,240. The difference is 100 feet.

For more information refer to Planning and Engineering letters written previously. For convenience, the recommendations for approval are listed below.

Alpine City Engineering
20 North Main • Alpine, Utah 84004
Phone/Fax: (801) 763-9862
E-mail: jed@alpinecity.org

Planning Recommendations:

- **The Developer eliminate or modify “Lot 72” to meet the scenic intent and dwelling cluster requirements of a PRD.**
- **Developer provide required screening (solid privacy fence or masonry wall) between the trailhead parking and adjoining residential lots.**
 - o *The Developer should be prepared to show the Council what type of walls are proposed*
- **Lot 69 and 70, which each have double frontage, receive a recommendation from Planning Commission and approval by City Council.**
 - o *This was discussed at Planning Commission. Only Lot 70 is double fronted and needs the “NO ACCESS” note – this item has been corrected on the plat*

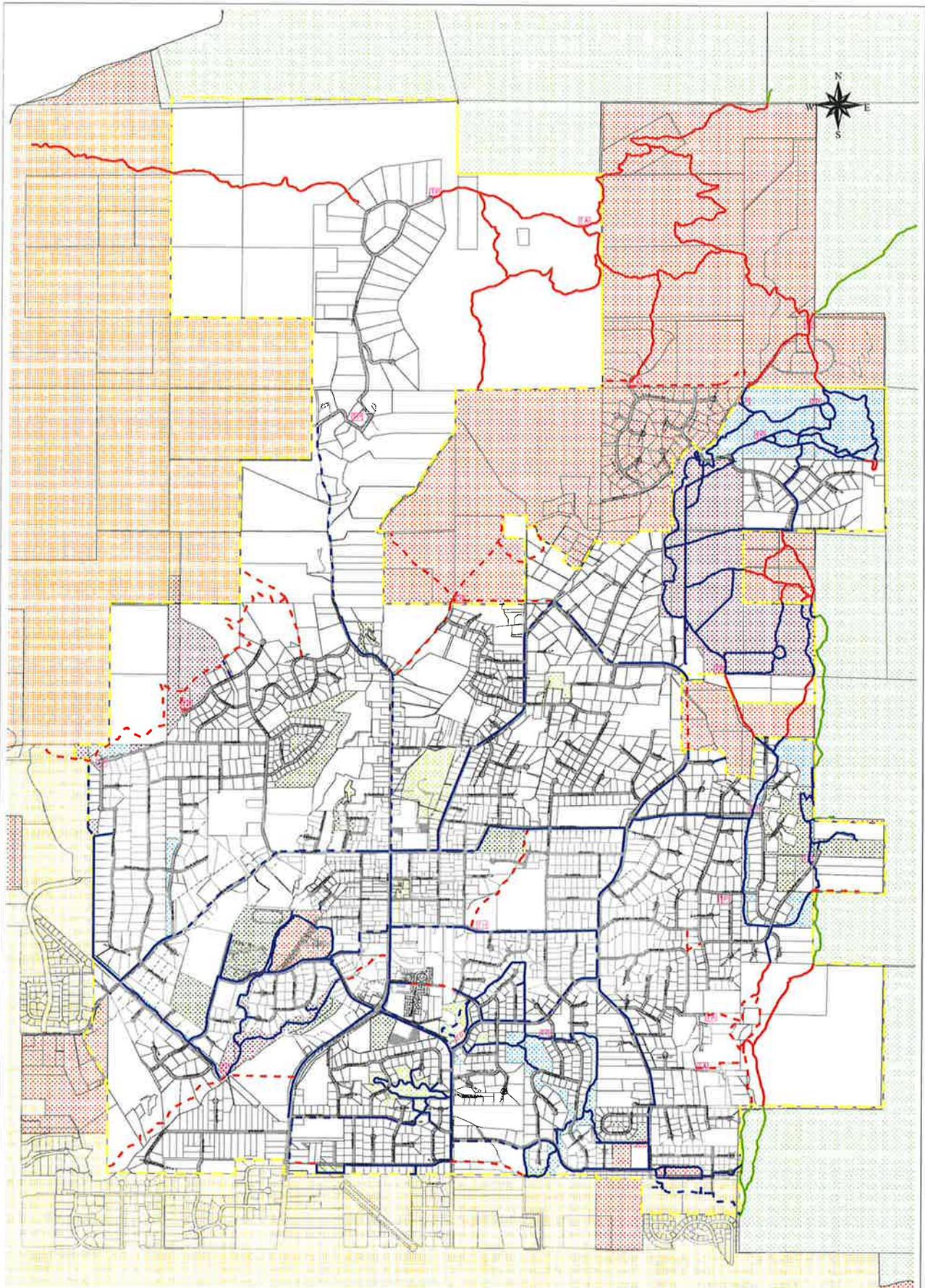
Engineering Recommendations:

The Developer shall:

- **address redlines on construction drawings;**
- **provide a design for the variable speed pump, provide a cost estimate for bonding purposes, construct it with the Phase 1 improvements;**
- **provide documentation of demolition at the old Grant residence. If a sewer septic system exists, remove it prior to recording or provide a bond to do so;**
- **meet the water policy with Alpine Irrigation Co. shares;**
- **provide an engineer’s cost estimate for all Phase 1 construction items, including offsite infrastructure and trails and the Grove Drive improvement costs;**
- **dedicate the Grove Drive right of way along with recording;**
- **provide funds to the city for the future costs of improving Grove Drive per the Development agreement;**
- **build retaining walls that meet current ordinances for the driveway of Lot 72 prior to receiving a building permit for the lot.**

Recommendations from this letter:

- **All parties (trail committee, Developer, City Council) shall agree upon the alignment of the proposed trails as shown on the plat.**



Trail Master Plan Adopted March 9, 2004



Plot Date:
09 Aug 2005

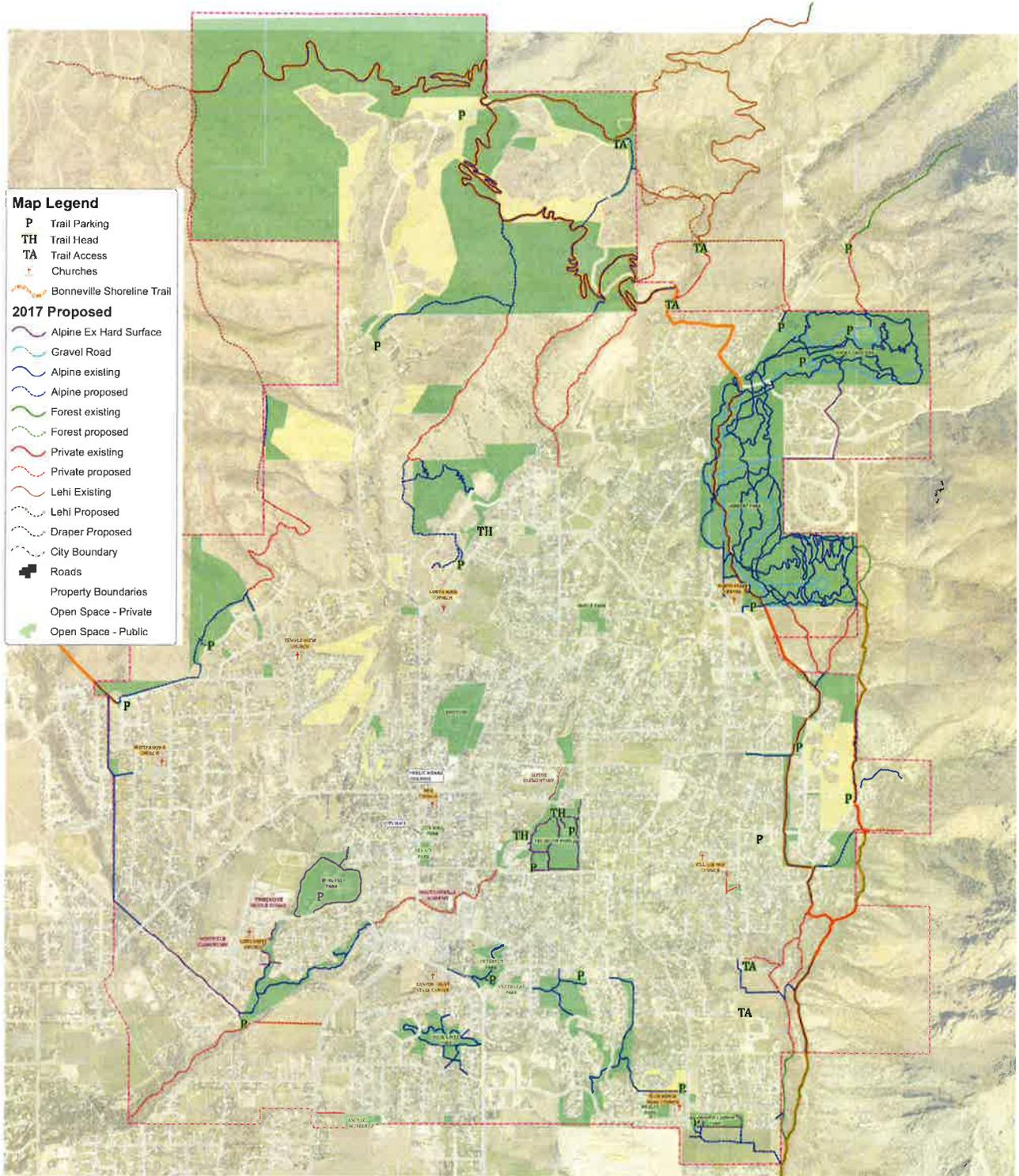


Alpine City does not have legal Rights-of-Way to all trails shown on this map. This map is for planning purposes, easements will need to be acquired for many of the shown trails.

Map Legend

Trail Status	Trail Right-of-Way
State-owned	Alpine City Right-of-Way
Open Space	Forest Service Property
Forest easement	University of Colorado Property
Forest easement	State-owned
Private easement	State-owned
Private easement	State-owned
Trail Right-of-Way	State-owned

- Map Legend**
- P Trail Parking
 - TH Trail Head
 - TA Trail Access
 - Churches
 - Bonneville Shoreline Trail
 - 2017 Proposed**
 - Alpine Ex Hard Surface
 - Gravel Road
 - Alpine existing
 - Alpine proposed
 - Forest existing
 - Forest proposed
 - Private existing
 - Private proposed
 - Lehi Existing
 - Lehi Proposed
 - Draper Proposed
 - City Boundary
 - Roads
 - Property Boundaries
 - Open Space - Private
 - Open Space - Public



Trail Master Plan



Proposed Oct 2017



Date: August 31, 2018

By: Austin Roy
City Planner

Subject: **Planning and Zoning Review**
The Ridge at Alpine PRD Final Plat – PHASE 1
Approximately 1100 North Grove Drive – 9 lots on 15.38 acres

Background

The Ridge at Alpine Planned Residential Development (PRD) proposed subdivision includes a total of 72 lots ranging in size from 0.46 acres to 3.15 acres on a site that is approximately 189.5 acres. It is proposed to include approximately 127.3 acres of private open space. Approximately 68.6 acres of that open space is already recorded as a conservation easement. It is also proposed to include 2 acres of public open space to be used as a family park. The first phase of development consists of 9 lots on 15.38 acres. The site is located in the CR-40,000 zone.

The Ridge at Alpine is unique in that it has two parts, land that was annexed and land that was already in the City. Each part has unique requirements which are outlined below for reference.

OBERRE ANNEXATION REQUIREMENTS

Development Agreement

178.9 acres of the property was annexed into Alpine City and a development agreement (see packet) was executed between the City and the Developer. The details of the agreement are unique to this development and may not be consistent with typical subdivision requirements.

Lot Area and Width Requirements

The Development Agreement (DA) limits the number of lots to be developed on the property. The Developer shall use the base density for the CR-40,000 zone with no bonus density awarded for any public or private open space. In addition, the existing conservation easement on the property will not be included in calculating the base density for the development (DA 3.2). The total number of lots allowed within the annexed area is 60 lots. The developer shows no more than 60 of the 72 lots within the annexed area. This is consistent with the terms of the agreement.

The DA also limits the size of the lots. No more than 20% of the lots to be developed shall be less than 30,000 square feet in area, with no lot being smaller than 20,000 square feet in area (DA 3.3). No lot is shown to be less than 20,000 square feet and 6 lots or 8% of the annexed area are less

than 30,000 square feet. The size of the proposed lots is consistent with the terms of the development agreement.

Each lot shall abut upon and have direct access to an adjacent public street. The width of each lot shall be not less than 90 feet (as measured along a straight line connecting each side lot line at a point 30 feet back from the front lot line). The length of the front lot line abutting the City street shall be no less than 60 feet (Section 3.9.7.6). Each proposed lot appears to meet the requirements.

PRD REQUIRMENTS (PROPERTY NOT IN OBERRE ANNEXATION)

Planned Residential Development (PRD) Determination

The 10.6-acre area of the development that is not a part of the development agreement is proposed to be developed as a PRD. The Planning Commission made a recommendation to the City Council and the PRD proposal was accepted by the City Council on September 13, 2016 provided that open space be designated as a soccer field with the gradation and preparation of the park to be the responsibility of the developer in the first phase, and apply the wording of the Oberre Annexation Development Agreement relating to lot size to this property.

Planning Commission recommended on the preliminary plans that the **2 acres open space designated for a soccer park be used as a family park instead**. Open space has been proposed as an incentive for receiving PRD status approval and thus allows for smaller lots in this area of the development. The developer is proposing that the park be preserved for a later stage of development, and thus to meet the open space requirement for Phase 1 the developer has set aside 4.26 acres as open space.

Lot Area and Width Requirements

Since the City Council has required that the DA language apply to the area outside of the Oberre Annexation if it is developed as a PRD, the development as a whole will need to have no more than 20% of the lots less than 30,000 square feet and no lot less than 20,000 square feet. The plan shows 7 more lots outside of the Obere Annexation that are less than 30,000 square feet making a total of 13 lots for the entire development. That is 18% of the development which is consistent with the language of the DA.

The width of each lot shall be not less than 90 feet (as measured along a straight line connecting each side lot line at a point 30 feet back from the front lot line). The length of the front lot line abutting the City street shall be no less than 60 feet (Section 3.9.7.6). Each proposed lot appears to meet the width requirements.

Public Trails

As part of the PRD requirements the proposed subdivision shall include trails. Two trails are included in the plans for the subdivision one along the westerly property boundary, with part of the trail cutting through the conservation easement, and a second trail accessed from the proposed trailhead at the base of lot 72. Trail easements are required to be set aside for the proposed trail alignments of the two trails. Final trail alignment is subject to approval of the Trail Committee.

With regards to the trailhead, the developer is providing all required engineering aspects of the trail head parking, which is located within the trail easement of Phase 1. The trail head is planned to be a gravel surface which will be treated with a mag-chloride solution to prevent dust and erosion. The trailhead plan also includes a City standard light post for lighting and will be located near the entrance to the trail head, where signage will also be located.

Parking

At concept, it was discussed that the developer needed to add parking for both the proposed trailhead and soccer field. The trailhead is located in Phase 1 of the subdivision and is planned to have approximately 13 off-street parking stalls for the trailhead (located at the base of lot 72 in Savannah Circle). The developer has proposed that the trailhead off-street parking be done in gravel. Parking will have required lighting (see trails section above).

Screening is required for the trailhead parking lot, this means if the sides and/or rear of the parking lot should adjoin a residence, that it shall be required to provide screening via solid privacy fence or masonry wall.

Staff recommends approval of the proposed parking plan for Phase 1, with the condition that screening be added between the parking lot and adjoining residential properties.

GENERAL REMARKS

Lot Frontage

Ordinance prohibits double frontage lots. Lot 69 and 70 are lots with double frontage and require recommendation from Planning Commission and approval of City Council.

Lot 72

This has been covered extensively by staff at both concept and preliminary stages and these concerns remain on the Final Plat for Phase 1.

Section 3.9.1.D of the PRD ordinance states that the proposed project must demonstrate that it will “preserve open space to meet the recreational, scenic, and public service needs.” In addition, the dwelling cluster requirements (section 3.9.6.1) states that “**All lots shall be located within a designated development cluster.** Each cluster shall contain no less than three (3) separate lots.” Staff does not feel that “lot 72” does not meet the scenic intent and dwelling cluster requirements of a Planned Residential Development. Due to the above concerns staff recommends that “lot 72” be eliminated or modified to address concerns.

RECOMMENDATION

The Planning and Zoning Department recommends that Phase 1 be approved with the following conditions:

- **The Developer eliminate or modify “Lot 72” to meet the scenic intent and dwelling cluster requirements of a PRD.**
- **Developer provide required screening (solid privacy fence or masonry wall) between the trailhead parking and adjoining residential lots.**
- **Lot 69 and 70, which each have double frontage, receive a recommendation from Planning Commission and approval by City Council.**



Date: September 20, 2018

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

**Subject: The Ridge at Alpine PHASE 1 - ENGINEER'S FINAL REVIEW UPDATED
9 Lots on 133.68 Acres, CR 40,000 Zone**

This is the engineering review for The Ridge at Alpine Phase 1 Final subdivision plans, a separate Planning Review will also be completed which will discuss PRD requirements, amongst other things. The proposed development consists of 72 lots on 189.5 acres, with this phase being 9 lots on 133.68 acres. The development is located in the CR 40,000 zone, west of the Cove subdivision and north east of Heritage Hills Plat A. A map is attached showing Phase 1 and how it correlates to the rest of the development.

Phase 1 Street System

The street system for Phase 1 extends Elk Ridge Lane to provide frontage and access to the nine new lots. Because the road extends into the urban wildland interface, an emergency access is required by ordinance (3.12.7.4). The applicant is proposing a 20-foot wide paved access and easement for such to extend to Grove Drive. The width and access meet code, the Fire Chief has reviewed and approved the proposal.

The Development Agreement requires right-of-way dedication along Grove Drive for the Steve Zolman property. It also requires payment for the improvement costs of the Zolman property and intersection improvements. **These items will be required prior to recording the subdivision.**

Phase 1 Utilities

Sewer System

All proposed lots will be able to be serviced by gravity flow to the existing 8-inch main line in Elk Ridge Lane. New 4-inch sewer laterals are shown for each lot. Laterals for future lots on the east side of Elk Ridge Lane will also be installed at this point to avoid unnecessary future road cuts. The Grant residence has been removed from the property, it was located on Lot 67. **Prior to recording or construction the Developer is required to verify the home utility connections were properly terminated and provide documentation of such.** In terms of sewer, it

is unknown if the home was on a septic system. If it was, the entire septic system should be removed from the property to not cause any future problems with roads, infrastructure, or residential construction. Assuming the development will record prior to building, **the potential sewer septic issue needs resolved prior to recording.** The construction bond should include costs to remove the septic system, if one exists.

Pressurized Irrigation System

Phase 1 will include the appropriate infrastructure to serve the proposed nine lots as well as stub for future lots on the east side of Elk Ridge Lane. Horrocks Engineers has modeled the site and recommends a 12-inch irrigation main to be installed from Grove Drive to the intersection of Elk Ridge and East View Lane. This is a master planned improvement and is larger than needed for the subdivision but benefits the city as a whole. The minimum required mainline size in residential roads is a 6-inch line. The city would be responsible for and use impact fees to pay the cost of upsizing this mainline to 12-inch. The 12-inch line would need extended to East View Lane as shown on the plans. The remainder of the subdivision would use 6-inch lines for main roads including the northern most cul-de-sac and 4-inch lines for the minor cul-de-sacs. Connection to the lines in Grove Drive and Elk Ridge is shown on the plans. Staff has checked with Horrocks Engineers, the master planned connection does not need to occur until those phases of development are built. Phase 1 will have adequate pressures as proposed.

Source of water is an ongoing problem in the high zone, where the development is proposed. The development agreement discusses the responsibility of the developer to install a variable speed pump at the Fort Creek booster station which could be used to pump water to this zone from the low zone. There have been several discussions back and forth amongst Staff regarding other projects that may have affected this requirement, but Staff has ultimately decided that the variable speed pump does need installed per the Development Agreement. **Prior to recording Phase 1, the variable speed pump needs to be designed, approved, and bonded for.**

New 1-inch laterals are shown to be installed for each new lot except Lot 72. The building pad for Lot 72 sits above the maximum elevation to which the system can serve and would therefore be watered with culinary water only.

Culinary Water System

The culinary system was discussed at length at Preliminary, the details are included below. Phase 1 will include the appropriate infrastructure to serve the proposed nine lots as well as stub for future lots on the east side of Elk Ridge Lane.

The subdivision is very close to the 5,350-foot elevation, which is the highest elevation the existing water system can serve and still provide the minimum 40 psi required by ordinance. The culinary water master plan calls for a new 10-inch main to be installed from the Grove tank to the 90-degree bend in Grove Drive that would provide minimum fire flows to the area. The development agreement specifies it is the responsibility of the developer to bring offsite utilities to the development (section 4.2.1). Discussions have indicated that the size of homes desired in the upper portion of the development may require a larger line to meet the fire protection demands.

The developer has elected to install a 16-inch line instead of the 10-inch, which increases fire flows to 2,750 gpm. With 2,750 gpm available fire flow, the maximum sized home to be built without the need for fire sprinklers or alternate construction materials would be 11,300 square feet based on the International Fire Code. Because the homes are located within the Urban/Wildland Interface, the Fire Chief may still require fire sprinklers by law.

The fire flow for this development was dependent upon the completion of the water system improvements in Three Falls and Fort Canyon Road. These improvements are complete and in operation.

1-inch laterals with ¾-inch meters are required, and shown, for each new lot.

The Fire Chief has reviewed and approved the culinary system design.

Storm Water Drainage System

The storm drain system was discussed at length at Preliminary. For information purposes the details of that are included below. Each phase of development must be able to stand alone in terms of infrastructure. Phase 1 will include the appropriate infrastructure to serve the proposed nine lots. This requires a temporary storm drain retention pond as shown on sheet 4.3 of the construction drawings (attached). This pond will provide adequate storage for potential offsite flows as well as onsite. Speaking of offsite flows, the debris flow nets will also be required to be built at this time to protect the homes below. The plat mentions the recommendation (as found in the storm drain report) that homes along Savannah Circle and Elk Ridge be raised 1.75 feet above the curb the protect from potential offsite flows.

The storm water system design and drainage report has been submitted, reviewed, and approved with some redline comments. There are four main topics to cover concerning storm water.

1. School House Springs Drainage and Existing Irrigation Ditches.

The school house springs drainage enters Alpine City on the top west side of Alpine Cove. From there it travels southward until it enters the Zolman property. Section 4.7.19 of the development code requires existing ditches to be piped. A 30-inch pipe is proposed to capture this drainage and route it through the property.

The Northfield Ditch also runs through the property. This ditch has been abandoned and therefore will not be required to be piped through the property. The plans require welding a metal plate at the upstream head gates to ensure water will not enter the abandoned ditch.

2. Onsite Drainage.

Onsite drainage consists of a piped system to capture and route water to three different detention basins. Each basin is designed for the 100-yr storm event which releases water to the existing drainages in the area. On Catherine Way there is a low point in the road which would cause flooding problems for events greater than a 10-year storm. Because of this a drainage swale is proposed between lots 44, 45 and 49, 50. The swale would adequately route larger storm event flows to the pond south of Annie Circle without causing a flooding risk for the nearby homes. This swale should

remain open, no fences allowed. Notes to be placed on Final Plat for that phase.

3. Hillside/Offsite Drainage.

The geotechnical report highlighted the issue of debris flows that would enter the development from the west side in the event of post fire flows or heavy rainfall events.

The Developer contracted with IGES to design debris flow nets to capture these flows and mitigate the potential problem. The nets are designed to capture the debris, water would be allowed to pass through the nets and continue down the drainage.

The water that passes the nets would follow Savannah Cir, Elk Ridge Lane, Zachary Way, and Annie Circle to make its way to the detention pond. Calculations have been done to show that the homes along this route would not be flooded in the event of a post fire situation if they were required to build at least 1.75 feet above the curb. A note will be placed on the final plat for the appropriate phases and checked prior to Final Approval for this requirement. The Drainage Reports and IGES design for debris flow nets were attached to the Preliminary report and can be found there.

4. Low Impact Development.

March 1, 2016, the State of Utah implemented into the General MS4 Permit (Small Municipal Separate Storm Sewer Systems) the requirement of all developments to evaluate Low Impact Development (aka - LID) for their site. LID is a measure of handling storm water and improving water quality. LID emphasizes conservation and the use of on-site natural features to protect water quality. There are many ways to meet the LID requirement. LID can be met by the use of drainage swales, rainwater harvesting, curb cuts to direct water to smaller local basins, and so on. The developer shows in the storm water calculations that LID will be implemented at the building permit level with each new lot retaining the 90th percentile storm, which equates to about a 2-year, 1-hr rainfall event for Alpine City. This is something Alpine is doing for all new homes within the city as required by the State. This is not done just as a measure of protecting water quality, but also protecting against runoff from one property to another.

Geotechnical / Hazard Reports

Geotechnical Report

The proposed development falls within the Geologic Hazards Overlay Zone as well as the Urban/Wildland Interface. The developer provided a Geotechnical Report, it was included at Preliminary and discussed in depth there. The report is mentioned on the Phase 1 plat.

Hazard Report

The Developer contracted with IGES to provide further information regarding certain hazards.

The report covers rock fall and debris flow in more depth. It was determined that there is a low to moderate rock fall hazard for most the lots along the westerly side of the development.

Future phases in the north westerly area were considered to have a moderate rockfall hazard and IGES recommended more studies be done in the area prior to development to determine if larger setbacks or other mitigation efforts would be required. Staff would recommend that report be a

condition of final approval for the appropriate phase of development. The report recommended disclosure to future buyers of lots along the westerly side of the potential rock-fall hazard. A note should be placed on the plat for any phase of development that contains these lots. The Phase 1 plat references the hazards report for future property owners.

The report also looked further into debris flow from Big Hollow canyon. This canyon exits near Lot 72 and onto Savannah Circle. The worst-case scenario would be floods from a post-fire situation. IGES provided a design for debris flow nets that would capture the potential debris from such an event but would allow the water to pass through. This design is similar in nature to what the city built in Box Elder where water is allowed to pass but the debris is captured. The location of two debris flow nets are shown in the report.

Lot 72

Lot 72 (named Lot 69 at Concept) has been discussed all throughout the approval process. A design has been provided which meets fire flow and pressure standards per to Horrocks' review. Pressurized irrigation will not be served on this lot due to its elevation. The driveway design follows an existing dirt road with retaining walls that were recently constructed without a building permit. The walls currently would not meet city ordinance and would need to be rebuilt per city ordinances. Pictures attached. The Developer has provided a concept design that shows a wall could be built that would meet City Ordinance. **Staff recommends no building permit be issued for Lot 72 prior to the wall being removed and replaced with one which meets current ordinances at the time of construction.**

The Developer has provided a fire access/driveway design for Lot 72, the Fire Chief has reviewed and approved the design.

There has been discussion regarding the location of the building pad of Lot 72. It should be noted that if the building pad is to be located near the frontage of Savannah Circle, improvements to the side yard would be required to keep offsite flows from flooding the home.

Existing buildings

As mentioned previously, the property has existing buildings onsite. Prior to the recordation of any phase of development that contains existing buildings, the existing building(s) must be removed, existing services either re-used or cut/capped/removed or a bond provided to ensure those things will happen prior to a building permit being issued on the affected lot(s).

General Review Remarks

The construction drawings have some minor redlines to correct.

The water policy will need to be met. The Development Agreement requires the water policy to be met with Alpine Irrigation Co. shares.

The Developer will need to provide an engineer's cost estimate for all appurtenances associated with Phase 1 including but not limited to the offsite debris flow nets, trails, secondary access road,

Grove Drive improvements, and storm drain infrastructure.

ENGINEERING RECOMENDATION

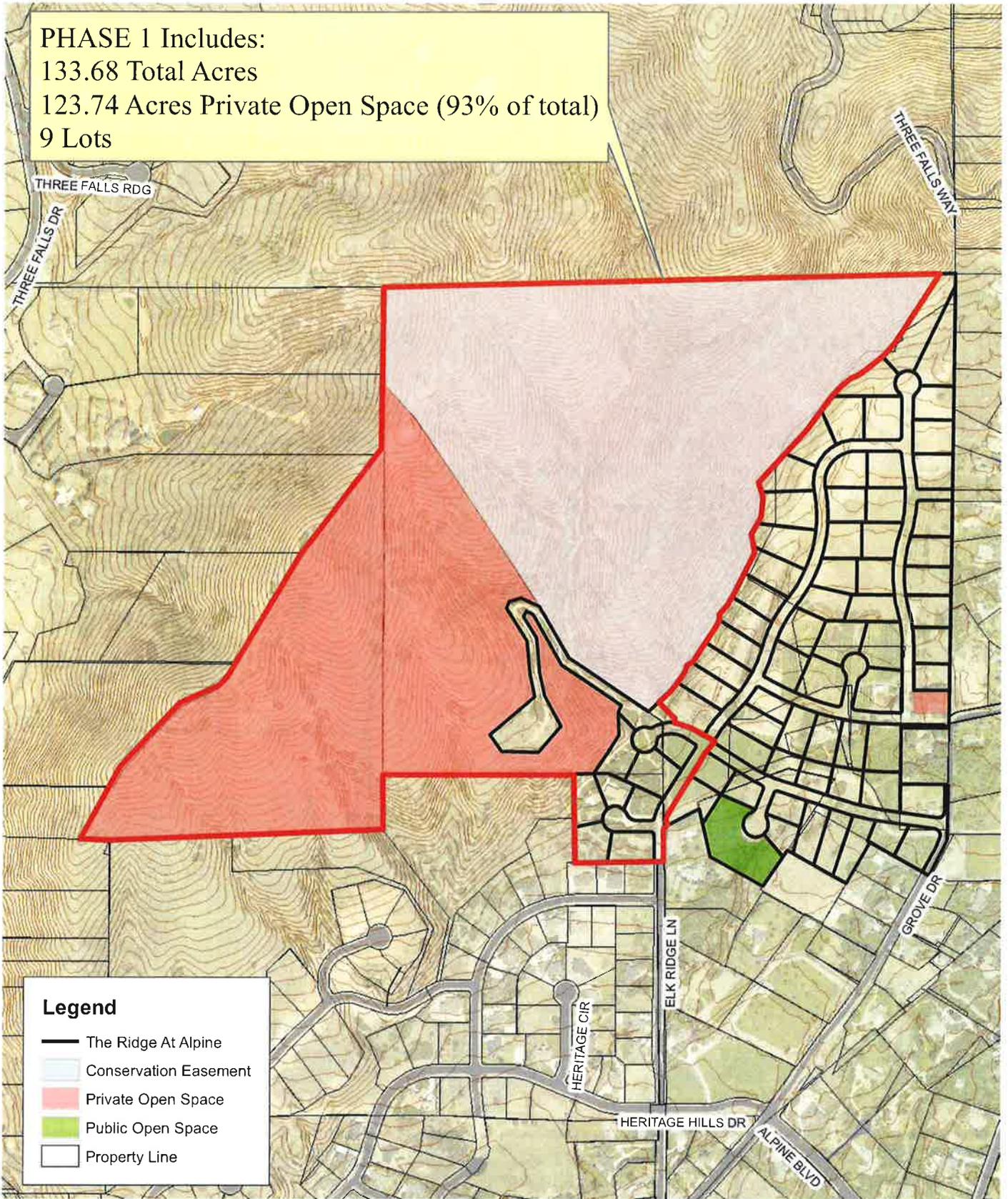
Engineering recommends that Final Approval of the proposed development be approved with the following conditions:

- **The Developer:**
 - **address redlines on construction drawings;**
 - **provide a design for the variable speed pump, provide a cost estimate for bonding purposes, construct it with the Phase 1 improvements;**
 - **provide documentation of demolition at the old Grant residence. If a sewer septic system exists, remove it prior to recording or provide a bond to do so;**
 - **meet the water policy with Alpine Irrigation Co. shares;**
 - **provide an engineer's cost estimate for all Phase 1 construction items, including offsite infrastructure and trails and the Grove Drive improvement costs;**
 - **dedicate the Grove Drive right of way along with recording;**
 - **provide funds to the city for the future costs of improving Grove Drive per the Development agreement;**
 - **build retaining walls that meet current ordinances for the driveway of Lot 72 prior to receiving a building permit for the lot.**

Attachments

- **Phase 1 Map**
- **Phase 1 Plat**
- **Secondary Access Route & Fire Chief Letter**
- **Phase 1 Construction Phasing**
- **Annexation Development Agreement**
- **Lot 72 Access and Retaining Wall Design**
- **Lot 72 Existing Retaining Walls**
- **Grove Drive Dedication Exhibit**

PHASE 1 Includes:
133.68 Total Acres
123.74 Acres Private Open Space (93% of total)
9 Lots



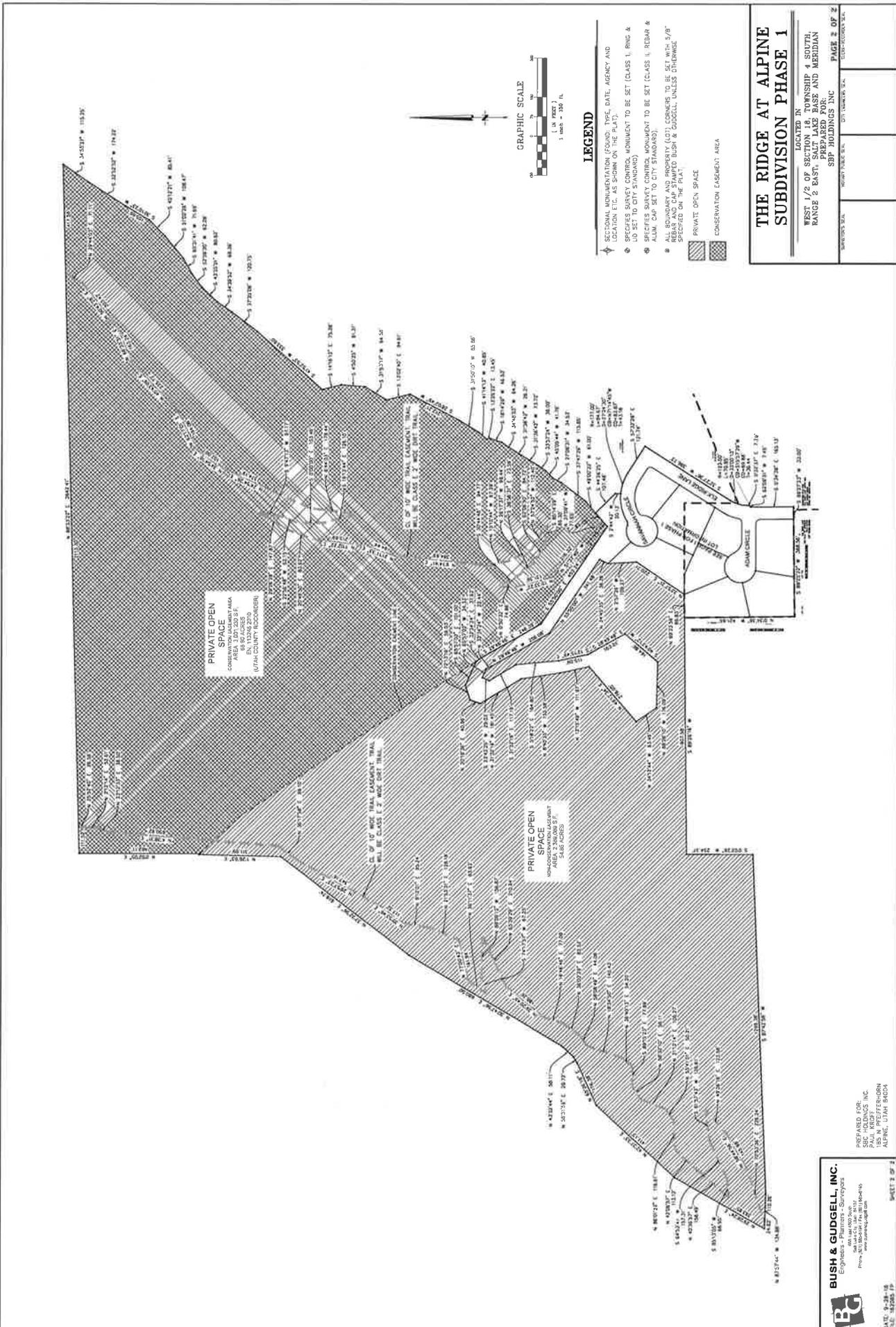
Legend

- The Ridge At Alpine
- Conservation Easement
- Private Open Space
- Public Open Space
- Property Line



The Ridge At Alpine PHASE 1





PRIVATE OPEN SPACE
 CONSERVATION EASEMENT AREA
 AREA 1.001 SQ. AC.
 BEARING 125° 00' 00" W
 DISTANCE 112.00 FT.
 UTAH COUNTY RECORDS

PRIVATE OPEN SPACE
 CONSERVATION EASEMENT AREA
 AREA 2.780 SQ. AC.
 BEARING 125° 00' 00" W
 DISTANCE 112.00 FT.
 UTAH COUNTY RECORDS

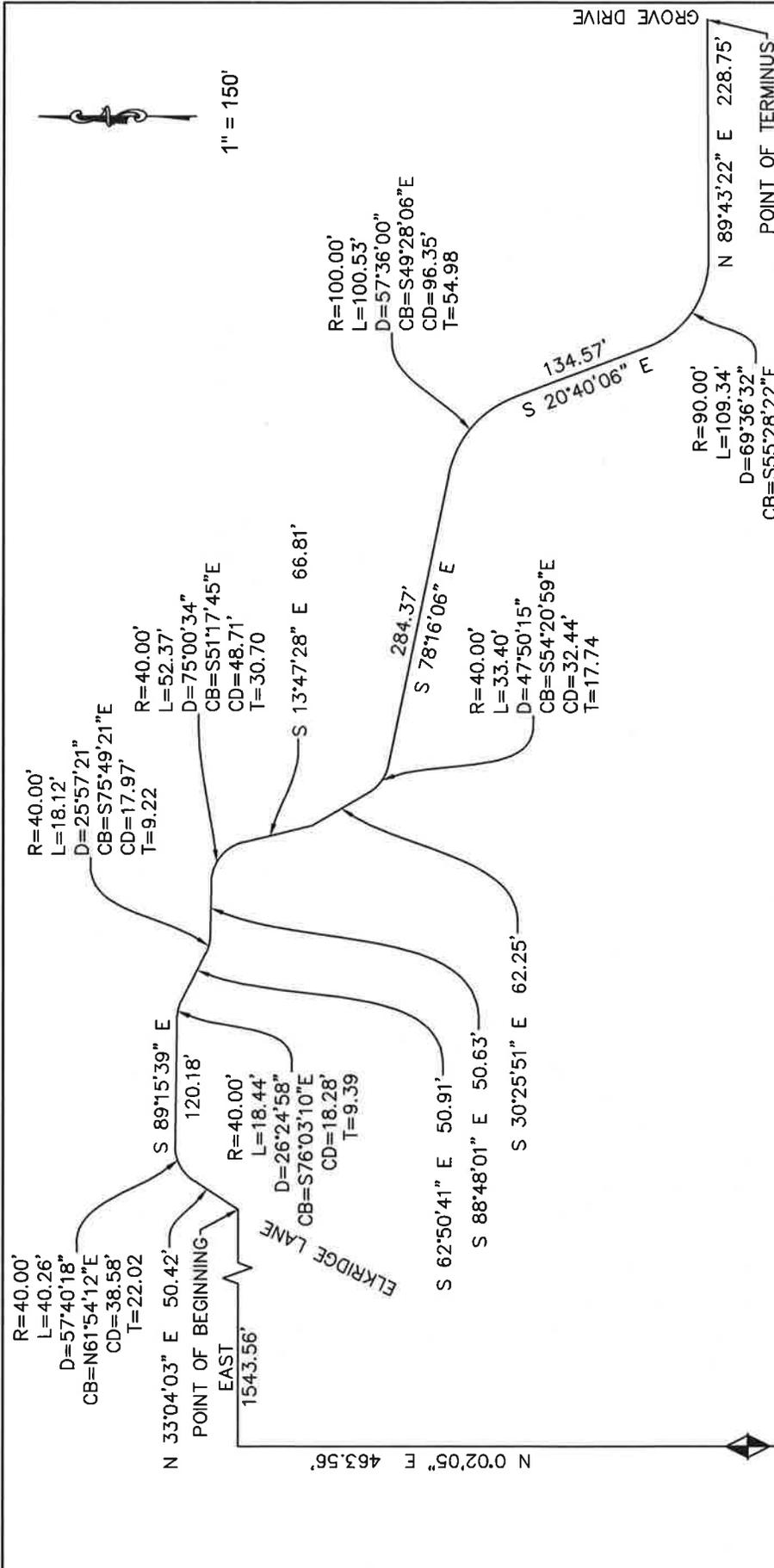
- LEGEND**
- MONUMENTS (CROSS, TIE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT)
 - SPECIES SURVEY CONTROL MONUMENT TO BE SET (CLASS I, RING & LOG SET TO CITY STANDARD)
 - SPECIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD)
 - ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" GALV. CAP BUSH & GUGGELL UNLESS OTHERWISE SPECIFIED ON THE PLAT
 - PRIVATE OPEN SPACE
 - CONSERVATION EASEMENT AREA

**THE RIDGE AT ALPINE
 SUBDIVISION PHASE 1**

LOCATED IN
 WEST 1/2 OF SECTION 18, TOWNSHIP 4 SOUTH,
 RANGE 6 EAST, MERIDIAN 12 WEST,
 BEING PREPARED FOR:
 SFP HOLDINGS INC.
 CITY, UTAH 84003, UTAH

DATE: 12-18-19	SHEET 2 OF 2
BY: [Signature]	
CHECKED: [Signature]	
DATE: 12-18-19	SHEET 2 OF 2

BUSH & GUGGELL, INC.
 Engineers - Planners - Surveyors
 185 N. PFEIFFERBORN
 ALPINE, UTAH 84004
 PREPARED FOR:
 SFP HOLDINGS INC.
 185 N. PFEIFFERBORN
 ALPINE, UTAH 84004
 PHONE: 435.533.8800
 WWW.BUSHANDGUGGELL.COM



WEST QUARTER CORNER
SECTION 18, TOWNSHIP 4
SOUTH, RANGE 2 EAST, SALT
LAKE BASE AND MERIDIAN



BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770

Phone (435) 673-2337 / Fax (435) 673-3161

THE RIDGE AT ALPINE
SECONDARY ACCESS EASEMENT "EXHIBIT B"
ALPINE, UTAH

SEPT 2018
BG: 162085



Bush and Gudgell, Inc.
Engineers • Planners • Surveyors
Salt Lake City - St. George
www.bushandgudgell.com

EXHIBIT A

20' SECONDARY ACCESS EASEMENT

A TWENTY FOOT (20.00') WIDE ACCESS EASEMENT LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH. THE SIDES OF WHICH LIE TEN FEET (10.00') RIGHT AND LEFT OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF ELKRIDGE LANE (A PUBLIC RIGHT-OF-WAY), SAID POINT LIES 463.56 FEET NORTH 00°02'05" EAST ALONG THE SECTION LINE AND 1,543.56 FEET EAST (TRUE BEARING), FROM THE WEST CORNER OF SECTION 18, SAID TOWNSHIP AND RANGE, AND RUNNING THENCE NORTH 33°04'03" EAST 50.42 FEET; THENCE NORTHEASTERLY ALONG A 40.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 61°54'12" EAST A DISTANCE OF 38.58 FEET, CENTER POINT LIES SOUTH 56°55'57" EAST), THROUGH A CENTRAL ANGLE OF 57°40'18" A DISTANCE OF 40.26 FEET; THENCE SOUTH 89°15'39" EAST 120.18 FEET; THENCE EASTERLY ALONG A 40.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 76°03'10" EAST A DISTANCE OF 18.28 FEET, CENTER POINT LIES SOUTH 00°44'21" WEST), THROUGH A CENTRAL ANGLE OF 26°24'58" A DISTANCE OF 18.44 FEET; THENCE SOUTH 62°50'41" EAST 50.91 FEET; THENCE EASTERLY ALONG A 40.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 75°49'21" EAST A DISTANCE OF 17.97 FEET, CENTER POINT LIES NORTH 27°09'19" EAST), THROUGH A CENTRAL ANGLE OF 25°57'21" A DISTANCE OF 18.12 FEET; THENCE SOUTH 88°48'01" EAST 50.63 FEET; THENCE SOUTHEASTERLY ALONG A 40.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 51°17'45" EAST A DISTANCE OF 48.71 FEET, CENTER POINT LIES SOUTH 01°11'59" WEST), THROUGH A CENTRAL ANGLE OF 75°00'34" A DISTANCE OF 52.37 FEET; THENCE SOUTH 13°47'28" EAST 66.81 FEET; THENCE SOUTH 30°25'51" EAST 62.25 FEET; THENCE SOUTHEASTERLY ALONG A 40.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 54°20'59" EAST A DISTANCE OF 32.44 FEET, CENTER POINT LIES NORTH 59°34'09" EAST), THROUGH A CENTRAL ANGLE OF 47°50'15" A DISTANCE OF 33.40 FEET; THENCE SOUTH 78°16'06" EAST 284.37 FEET; THENCE SOUTHEASTERLY ALONG A 100.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 49°28'06" EAST A DISTANCE OF 96.35 FEET, CENTER POINT LIES SOUTH 11°43'54" WEST), THROUGH A CENTRAL ANGLE OF 57°36'00" A DISTANCE OF 100.53 FEET; THENCE SOUTH 20°40'06" EAST 134.57 FEET; THENCE SOUTHEASTERLY ALONG A 90.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 55°28'22" EAST A DISTANCE OF 102.74 FEET, CENTER POINT LIES NORTH 69°19'54" EAST), THROUGH A CENTRAL ANGLE OF 69°36'32" A DISTANCE OF 109.34 FEET; THENCE NORTH 89°43'22" EAST 228.75 FEET, MORE OR LESS TO THE WESTERLY LINE OF GROVE DRIVE (A PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS.

BY:DGM 162085
CK: BRS



LONE PEAK FIRE DISTRICT
5582 PARKWAY WEST DRIVE
HIGHLAND, UTAH 84003
(801) 763-5365
WWW.LONEPEAKFIRE.COM

REED M. THOMPSON, FIRE CHIEF

MEMORANDUM

DATE: 4 September 2018

TO: Jed Muhlestein, City Engineer, Alpine City
CC: Austin Roy, City Planner, Alpine City

FROM: Reed M. Thompson, Fire Chief *Reed M. Thompson*

SUBJECT: THE RIDGE AT ALPINE SUBDIVISION—LOT 72 ACCESS ROAD AND
PHASE ONE EMERGENCY ACCESS

In review of the proposed site development construction drawings for “The Ridge at Alpine Subdivision Planned Residential Development”, specifically pdf attachments labeled [1] EMERGENCY ACCESS [C 4.4 PH-1 SECONDARY ACCESS—August 2018—1 sheet]; and [33] 19 7.19 [(Plan and Profile 17, 18, 19; C7.17-C7.19), dated 15 August 2018—3 sheets].

Please note:

The Phase 1 Emergency Access Road meets the intent. This decision is based on a site visit of the existing gravel access, and due to the fact that it is intended to be a temporary access road until future phases are completed. The acceptance of existing subbase and a 1” asphalt surface is approved. The road will need to be maintained as an all-weather access including snow and any other associated debris such as spring runoff. The access shall remain open without gates or barricades.

Regarding Access to Lot 72, the new drawings submitted have addressed the issues previously outlined. The slopes in all locations have been reduced to less than 12% and the bump outs have been designed as requested. It is the desire of Lone Peak Fire District to have slopes which are less than 10%, however, the slopes as outlined have been designed to meet the code intent. The road will need to be maintained as an all-weather access including snow and any other associated debris such as spring runoff. The access shall remain open without barricades.

ANNEXATION and DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into effective as of the 16th day of June, 2016 between ALPINE CITY, a Utah municipal corporation (the "City") and OBERRE ALPINE FARMS, LLC, a Utah limited liability company; STEVE ZOLMAN, an individual; and ZOLMAN HOLDINGS, LLC, a Utah limited liability company (collectively the "Applicants").

RECITALS OF FACT:

- A. The City is a municipality and political subdivision of the State of Utah classified as a fifth class city under the provisions of Section 10-2-301, Utah Code Annotated. The City is located in Utah County, Utah.
- B. The Applicants are owners of approximately 179.579 acres consisting of property in Utah County. This property is more particularly described in Exhibit A hereto (the "Property"). The Property is contiguous to the northern 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, along with other property not owned by the Applicants, 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 specifically provided herein, future development of 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, which do not conflict with this Agreement, including, but not limited to, the provisions of the Alpine City General Plan, the Alpine City Development Code (the "Development Code"), Alpine City adopted public infrastructure specifications 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 Applicants have 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. Should the annexation not occur because of a referendum or legal challenge, this Agreement and the annexation contemplated herein, shall be null and void.
 - 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, subject only to the specific limitations on development of the Property contained in this Agreement.



3. Limitations on Development. Applicants agree in exchange for annexation into the City that the Property, which is specifically identified in Exhibit A hereto, shall be subject to the following limitations on development.

3.1 Limitations on use of the Property. The Applicants specifically agree that the Property shall be developed in the City only as a planned residential development (PRD) as defined and regulated by the Existing Laws of Alpine City.

3.2 Limitation on number of lots to be developed on the Property. The Applicants hereby specifically agree that the maximum total number of residential lots to be developed on the Property shall be calculated using the base density, as calculated in Exhibit E, for the CR-40 zone with no bonus density awarded for any public or private open space. In addition the Applicants agree that the existing Conservation Easement area on the Property shall not be included in calculating the base density for development.

3.3 Limitation on the size of lots to be developed on the Property. The Applicants further agree that no more than 20% of the lots to be developed shall be less than 30,000 sq. ft. in area, with no lot being smaller than 20,000 sq. ft. in area.

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/ Credit.

4.2.1 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 to the Property will be the responsibility of the Applicants. If the City elects to upsize any utilities and infrastructure above what is needed to serve the Property, City shall pay for the upsizing costs at the time of construction

4.2.2 Applicants shall pay for and install the variable speed pump associated with the foregoing improvements described in Section 4.2.1 above and shall submit to the City a statement of all costs, including engineering and construction costs, incurred by Applicants in installing the variable speed pump ("Reimbursement Amount"). The City agrees to give one of the Applicants, as designated by the Applicants, a credit against the payment of Pressurized Irrigation Company Impact Fees described on the attached Exhibit B in the amount of the Reimbursement Amount. The Applicant holding the credit may assign it in writing to builders or others for use in offsetting the payment of Pressurized Irrigation Company Impact Fees and Applicant shall inform City of any such assignment of the credit, or portion thereof.

4.3 Use of Eminent Domain. The City agrees that if the Applicants cannot, after reasonable efforts, acquire the rights of way for off-site road improvements, off-site water infrastructure or off-site sewer infrastructure that the City will be willing to use its power of eminent domain to acquire such rights of way subject only to the Applicants reimbursing to the City the full costs incurred, including land acquisition costs. If the City chooses not to use its powers of eminent domain then the Applicants shall be relieved of and released from any obligation created by this Agreement for those off-site improvements. For purposes of this provision the term off-site means off of the Property.

CITY COUNCIL UPDATED THIS PAGE, SEE NEXT PAGE

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 previously paid the annexation application fees in the amount of \$500.00 to the City. As additional consideration for the annexation of the property, and to reimburse the City for the City's existing infrastructure capacity that will be used for the future development, and to pay for the annexed property's proportionate share of the future cost of new City infrastructure that will be necessary to provide services to the future development on the Property, the Applicants agree that they shall pay to the City an amount equal to the existing Alpine City impact fees even though these impact fees were calculated prior to the Property being annexed into the City. Applicants specifically agree that these fees are being paid as a bargained for contractual obligation in consideration of the annexation of the Property and not as an impact fee and that such fees are not subject to the appeal, accounting, or other provisions of the Utah Impact Fee Act. The amount of fees shall be in the amounts as set out in Exhibit B hereto.
- 5.2 Timing of Payment of Annexation Fees.** The annexation fees paid in lieu of impact fees shall be due and payable at the same time and contingent on the same event as if they were an impact fee.
- 5.3 Future Impact Fees.** The City agrees that the payment of the annexation fees paid in lieu of impact fees provided for in this agreement shall relieve the Applicants of any obligation to pay any of the City's impact fees existing at the date of this Agreement. However Applicant agrees that if the City should raise its impact fees or create a new impact fee in the future that is applicable to the City as a whole, that Applicants shall be responsible to pay the net increase in the impact fee or the new fee in the same manner that any other new development in the City would pay the fee.
- 5.4 Grove Drive Improvements.** Applicants hereby agree that they shall acquire and dedicate to the City the right of way for Grove Drive parcels labeled Parcels 1-4 and described and depicted on the attached Exhibit C-1. This dedication shall be provided to the City prior to the City approving any new development on the Property. Applicants further agree to pay the City the costs to construct the Grove Drive improvements within the area depicted in the color "light blue" labeled as "Zoi(e)man" on the attached Exhibit C-2, in accordance with the construction standards shown on the cross section for Grove Drive depicted in Exhibit D hereto. Applicants further agree to pay for the costs to construct the Grove Drive improvements within the area depicted in the color "purple" labeled as "Russon" and "Walz", if the Applicants do not install the Elk Ridge Lane connection described in Section 5.5 below. City shall be responsible for the costs to construct within the areas shown in "blue" and labeled "Josh James" on Exhibit C-2. Applicants shall as a condition of any development on the Property pay to complete and install the other improvements described in this Section 5.4 as Applicants' responsibility.
- 5.5 Elk Ridge Lane.** The Applicants agree to connect any development on the Property to Elk Ridge Lane. This connection shall be completed prior to the development on the Property exceeding 30 platted lots. If Applicants elect to install Elk Ridge Lane prior to Grove Drive being completed, Applicants' obligation to pay the amount referenced in section 5.4, and relating only to the "purple" segment of road, shall be waived.
- 5.6 Water Policy.** The Applicants shall dedicate to the City shares of Alpine Irrigation Company shares, to meet the City's water policy. The water shall be provided for the Property at the time that the Applicants, or one of them, seek to record each subdivision plat for lots within the Property at the rate of 0.45 acre feet per residence and 1.66 acre feet per acre for outdoor usage.

THESE UPDATES WERE PASSED BY THE CITY COUNCIL

- 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 previously paid the annexation application fees in the amount of \$500.00 to the City. As additional consideration for the annexation of the property, and to reimburse the City for the City's existing infrastructure capacity that will be used for the future development, and to pay for the annexed property's proportionate share of the future cost of new City infrastructure that will be necessary to provide services to the future development on the Property, the Applicants agree that they shall pay to the City an amount equal to the existing Alpine City impact fees even though these impact fees were calculated prior to the Property being annexed into the City. Applicants specifically agree that these fees are being paid as a bargained for contractual obligation in consideration of the annexation of the Property and not as an impact fee and that such fees are not subject to the appeal, accounting, or other provisions of the Utah Impact Fee Act. The amount of fees shall be in the amounts as set out in Exhibit B hereto.
- 5.2 Timing of Payment of Annexation Fees.** The annexation fees paid in lieu of impact fees shall be due and payable at the same time and contingent on the same event as if they were an impact fee.
- 5.3 Future Impact Fees.** The City agrees that the payment of the annexation fees paid in lieu of impact fees provided for in this agreement shall relieve the Applicants of any obligation to pay any of the City's impact fees existing at the date of this Agreement. However Applicant agrees that if the City should raise its impact fees or create a new impact fee in the future that is applicable to the City as a whole, that Applicants shall be responsible to pay the net increase in the impact fee or the new fee in the same manner that any other new development in the City would pay the fee.
- 5.4 Grove Drive Improvements.** Applicants hereby agree that they shall ~~acquire and~~ dedicate to the City the right of way for Grove Drive parcels labeled ~~Parcels 1-4~~ and described and depicted on the attached Exhibit C-1. This dedication shall be provided to the City prior to the City approving any new development on the Property. Applicants further agree to pay the City ~~the costs to construct the Grove Drive a contribution amount for future~~ improvements within the area depicted in the color "light blue" labeled as "Zol(e)man" on the attached Exhibit C-2, in accordance with the construction standards shown on the cross section for Grove Drive depicted in Exhibit D hereto. ~~Applicants further agree to pay for the costs to construct the Grove Drive improvements within the area depicted in the color "purple" labeled as "Russon" and "Walz", if the Applicants do not install the Elk Ridge Lane connection described in Section 5.5 below. City shall be responsible for the costs to construct within the areas shown in "blue" and labeled "Josh James" on Exhibit C-2.~~ Applicants shall as a condition of any development on the Property pay to complete and install the other improvements described in this Section 5.4 as Applicants' responsibility.
- 5.5 Elk Ridge Lane.** The Applicants agree to connect any development on the Property to Elk Ridge Lane. This connection shall be completed prior to the development on the Property exceeding ~~30-11~~ platted lots. ~~If Applicants elect to install Elk Ridge Lane prior to Grove Drive being completed, Applicants' obligation to pay the amount referenced in section 5.4, and relating only to the "purple" segment of road, shall be waived.~~
- 5.6 Water Policy.** The Applicants shall dedicate to the City shares of Alpine Irrigation Company shares, to meet the City's water policy. The water shall be provided for the Property at the time that the Applicants, or one of them, seek to record each subdivision plat for lots within the Property at the rate of 0.45 acre feet per residence and 1.66 acre feet per acre for outdoor usage.
- 5.7 Off-site Water Infrastructure.** Applicants shall be responsible to build and dedicate to the City any culinary and secondary water infrastructure necessary to extend the services to the Property. The necessary infrastructure shall be as determined by the Alpine City Culinary and Secondary

- 5.7 Off-site Water Infrastructure.** Applicants shall be responsible to build and dedicate to the City any culinary and secondary water infrastructure necessary to extend the services to the Property. The necessary infrastructure shall be as determined by the Alpine City Culinary and Secondary Water master plans and as required by the Alpine City Engineer. Applicants shall dedicate such infrastructure, rights of way and easements to the City at no cost to the City or rights of reimbursement from the City.
- 5.8 Sewer.** The Applicants shall be responsible to build all off-site sewer mains and facilities necessary to provide service to the Property and to acquire any rights of way and easements necessary for such facilities. Applicants shall dedicate such facilities constructed and rights of way and easements to the City at no cost to the City or rights of reimbursement from the City.
- 6. Construction Standards and Requirements.** All construction shall be conducted and completed by a licensed contractor in accordance with the Existing City Laws and the terms of this Agreement. All required public improvements within the Property shall be constructed in accordance with the City's construction standards in effect at the time of construction and shall be dedicated to the City to the extent provided in the Existing City Laws. Prior to commencing any construction or development of any structures or other work of improvements to the Property, Applicants shall secure any and all permits to the extent required by the City under the Existing City Laws or by any other governmental entity having jurisdiction over the work. Applicants shall construct, or cause to be constructed, all improvements in conformity with all applicable federal, state and/or local laws, rules and regulations.
- 7. Miscellaneous.**
- 7.1 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.
- 7.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- 7.3 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.
- 7.4 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.
- 7.5 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.

- 7.6. **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.
- 7.7. **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.
- 7.8. **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: Oberre Alpine Farms LLC
 Zolman Holdings LLC
 Steve Zolman
 c/o Paul Kroff
 185 N. Pfeifferhorn Dr.
 Alpine, UT 84004

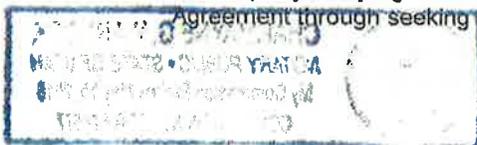
With a copy to: John Barlow, Esq.
 Mitchell, Barlow & Mansfield
 Boston Building
 9 Exchange Place
 Suite 600
 Salt Lake City, UT 84111



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.

- 7.9. **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.
- 7.10. **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 unless otherwise specifically set forth herein.
- 7.11. **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.
- 7.12 **Enforcement.** The Applicants specifically agree that the City may enforce the terms of this agreement by denying the Applicants, or their successors or assigns, development approval for the Property. City agrees that Applicants may enforce the benefits and other provisions of this Agreement through seeking an injunction, writ of mandamus or specific performance.



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

Sheldon Wimmer
Mayor

ATTEST:

Charmayne G. Warnock
Charmayne G. Warnock, City Recorder

State of Utah
County of Utah

This instrument was acknowledged before me on June 16, 2016 (date of acknowledgment) by Sheldon Wimmer as Mayor, of Alpine City, a Utah Municipal Corporation, and by Charmayne G. Warnock, City Recorder, on behalf of said corporation.

Alice Wimmer
Notary Public in and for the State of Utah

(Notary's stamp here)

Approved as to form:

David L. Church

David L. Church, City Attorney



Applicant:

By:

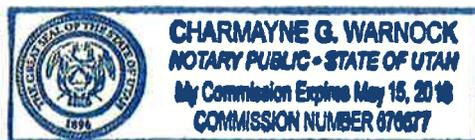
Steve Zolman

State of Utah
County of Utah

This instrument was acknowledged before me on June 16, 2016 by Steve Zolman

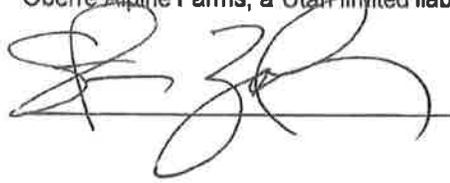
Charmayne G. Warnock
Notary Public in and for the State of Utah

(Notary's stamp here)



"Applicants"

Oberre Alpine Farms, a Utah limited liability company

A handwritten signature in black ink, appearing to be 'S Zolman', written over a horizontal line.

Steve Zolman

Zolman Holdings LLC, a Utah limited liability company

A handwritten signature in black ink, appearing to be 'S Zolman', written over a horizontal line.

EXHIBIT A

DESCRIPTION OF THE PROPERTY

<u>Parcel #</u>	<u>Acres</u>
11:006:0001	29.75
11:045:0044	29.42
11:045:0243	103.71
11:045:0182	2.858
11:045:0136	6.671
11:045:0057	1
11:045:0242	4.997
11:045:0138	1.11
11:045:0181	0.063
	<u>179.579</u>

EXHIBIT B

LIST OF FEES

Impact Fees	Per Unit	Per SF	
Pressurized Irrigation		\$ 0.095	paid at building permit
Storm	\$ 800		paid prior to recordation
Street	\$ 1,183		paid prior to recordation
Park/Trail	\$ 2,688		paid prior to recordation
Current TSSD impact fee at time of building permit	\$ 2,475		paid at building permit
Water	\$ 1,123		paid at building permit
Sewer	\$ 493		paid at building permit
Sewer Fee	\$ 125		paid at building permit
Water Fee (3/4")	\$ 150		paid at building permit

EXHIBIT C-1

GROVE DEDICATION

NOTE: GROVE DRIVE DEDICATIONS SHALL BE APPROXIMATELY AS SET FORTH BELOW, PENDING FINAL DEIGN OF GROVE DRIVE.

Parcel 1 - Josh James

Commencing at a point located South 00°47'44" West along the quarter Section line 2134.31 feet from the North quarter corner of Section 4, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 78°35'00" East 83.57 feet; thence South 10°20'51" East 3.32 feet; thence South 79°34'32" West 25.60 feet; thence along the arc of a 29.00 foot radius curve to the left 39.87 feet (chord bears South 40°11'08" West 36.81 feet); thence South 00°47'44" West 145.52 feet; thence along the arc of a 541.00 foot radius curve to the right 72.24 feet (chord bears South 04°37'16" West 72.19 feet), thence along the arc of a 459.00 foot radius curve to the left 61.29 feet (chord bears South 04°37'16" West 61.25 feet); thence South 00°47'44" West 76.50 feet; thence South 78°17'22" West 25.56 feet more or less to the quarter Section line; thence North 00°47'44" East along the quarter Section line 379.71 feet to the point of beginning.

Area = 11,857 SQ.FT.

Parcel 2 - Josh James

Commencing at a point located South 00°47'44" West along the quarter Section line 2514.02 feet from the North quarter corner of Section 4, Township 8 South, Range 2 East, Salt Lake Base and Meridian; North 78°17'22" East 25.56 feet; thence South 00°47'44" West 34.89 feet; thence along the arc of a 490.00 foot radius curve to the right 121.58 feet (chord bears South 07°54'13" West 121.27 feet); thence South 89°41'52" West 9.95 feet more or less to the quarter Section line; thence North 00°47'44" East along the quarter Section line 149.88 feet to the point of beginning.

Area = 3,206 SQ.FT.

Parcel 3 - Corinne and Michael Russon

Commencing at a point located South 00°47'44" West along the quarter Section line 2159.62 feet from the North quarter corner of Section 4, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°47'44" West along the quarter Section line 268.70 feet; thence North 89°36'59" West 16.04 feet; thence along the arc of a 500.00 foot radius curve to the right 63.23 feet (chord bears North 04°49'26" East 63.19 feet); thence along the arc of a 500 foot radius curve to the left 66.77 feet (chord bears North 04°37'16" East 66.72 feet); thence North 00°47'44" East 129.74 feet; thence along the arc of a 29.00 foot radius curve to the left 9.55 feet (chord bears North 08°38'23" West 9.51 feet); thence South 89°50'46" East 8.71 feet to the point of beginning.

Area = 2,486 SQ.FT.

Parcel 4- Steve Zolman

Commencing at a point located South 00°47'44" West along the quarter Section line 2428.32 feet from the North quarter corner of Section 4, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°47'44" West along the quarter Section line 263.44 feet; thence South 28°20'05" West 168.39 feet; thence South 61°32'40" East 8.24 feet; thence South 28°52'59" West 18.74 feet; thence North 60°40'00" West 41.00 feet; thence North 28°52'59" East 98.69 feet; thence along the arc of a 449.00 foot radius curve to the left 220.11 feet (chord bears North 14°50'21" East 217.91 feet); thence North 00°48'06" East 114.93 feet; thence South 89°36'59" East 16.04 feet more or less to the point of beginning.

Area = 11,468 SQ.FT.

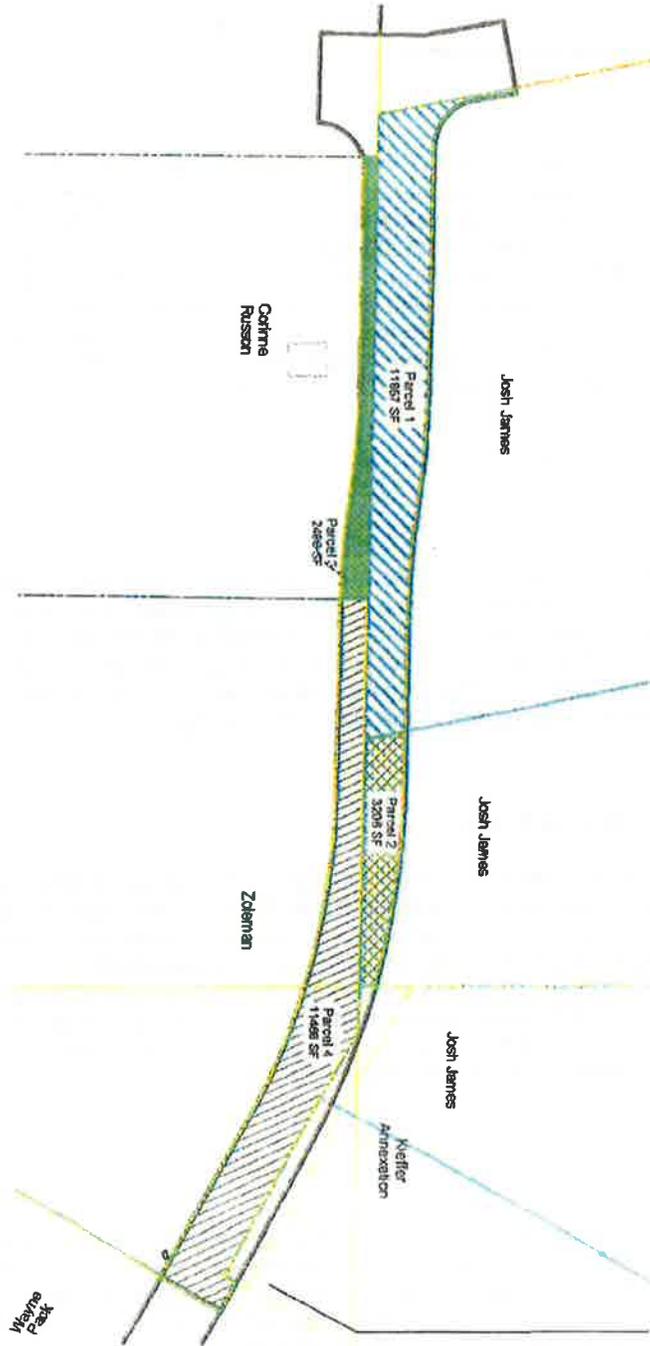


EXHIBIT C-2

GROVE DRIVE IMPROVEMENT FINANCIAL RESPONSIBILITIES

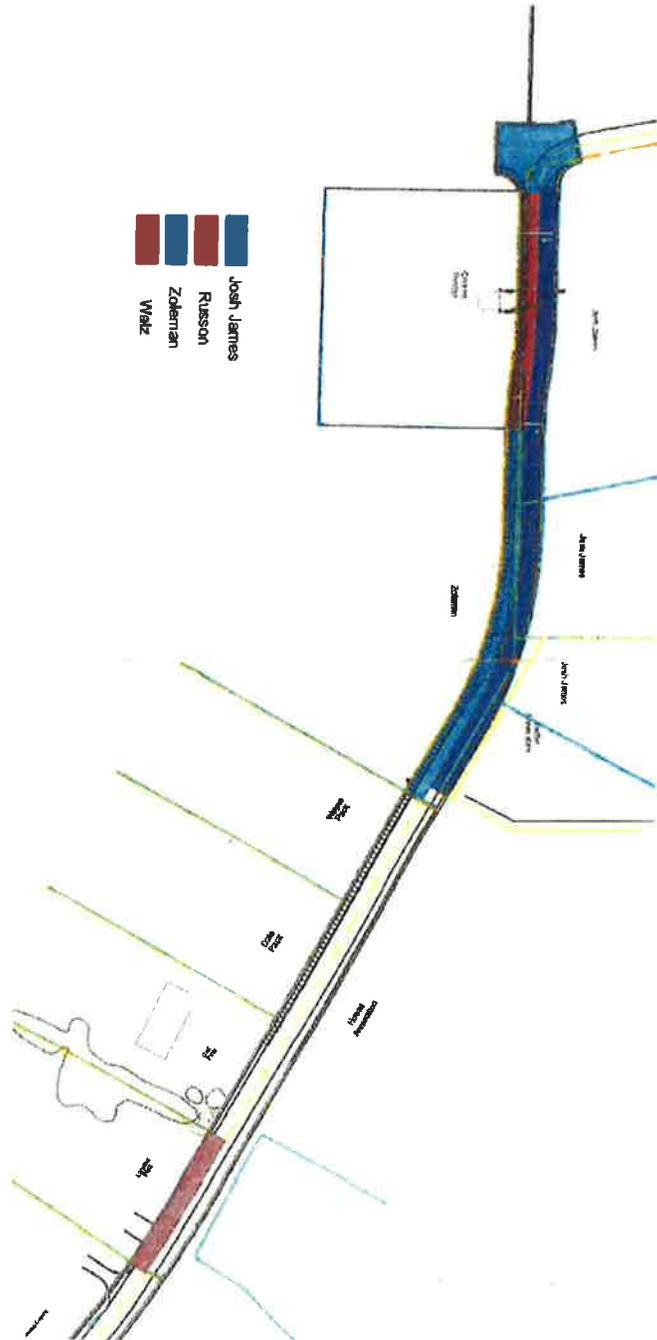
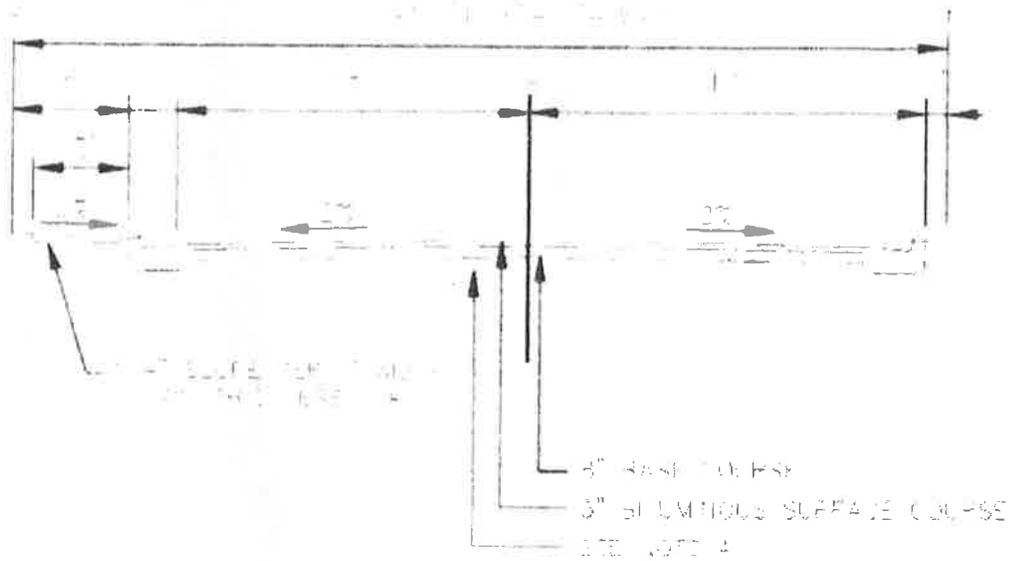


EXHIBIT D

GROVE DRIVE CROSS SECTION



GROVE DRIVE MIN. REQ'D R.O.W.

EXHIBIT E

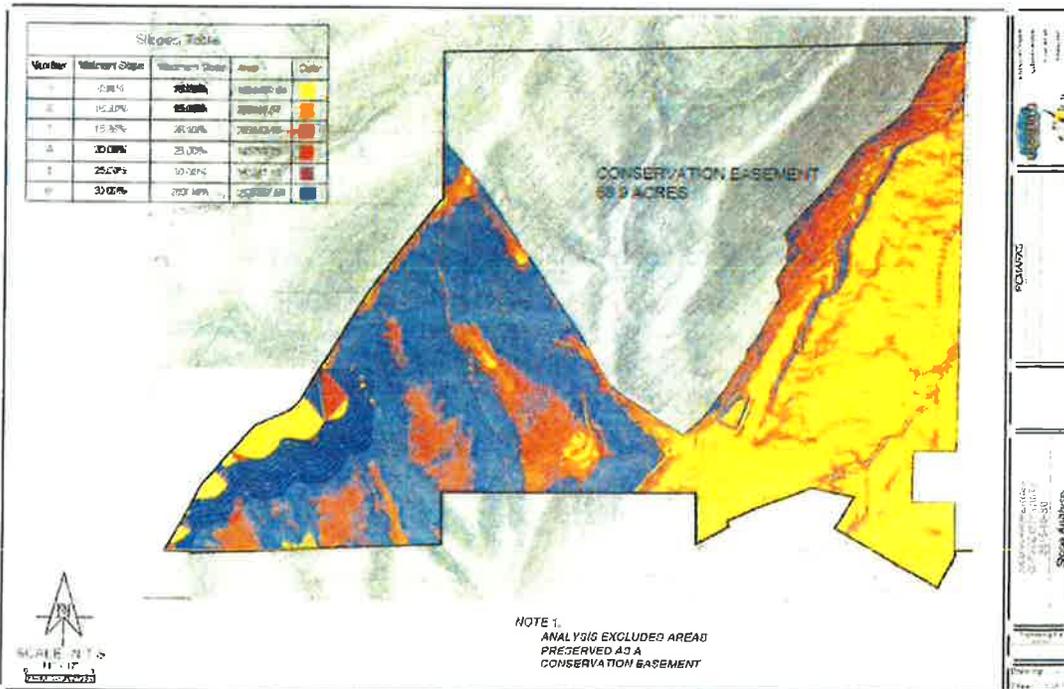
SLOPE ANALYSIS

SLOPE ANALYSIS (BASED ON PRO FORMULA 19.5)



Name: Zolman Annexable Properties (Conservation Easement Area Excluded)
 Date: October 30, 2016
 Contours Used: 1990 Aerial flow contours

CR-40 000 Zone					
Acres	Total Square Feet				
Property	110.88	4,828,129.17			
Zone Total Acres	110.88				
Slope Percentages	Percent Acres Within that range	SF within slope range	Acres within slope range	Required Acres per Lot	Allowed Lots for this range
0-4.99%	34.5%	1,696,491.44	38.29	1.50	38.26
5-9.99%	8.1%	390,191.67	8.96	1.50	5.97
10-14.99%	5.4%	263,142.19	6.04	2.00	3.02
15-19.99%	7.1%	343,797.75	7.89	3.00	2.63
20-24.99%	7.5%	363,257.62	8.34	4.00	2.09
25-29.99%	37.3%	1,807,197.50	41.40	5.00	8.26
Totals	100.0%		110.88		
				Base Density, Non-PRD	60
				Private Open Space (10% Max Bonus), PRD	66
				Public Open Space (25% Max Bonus), PRD	75



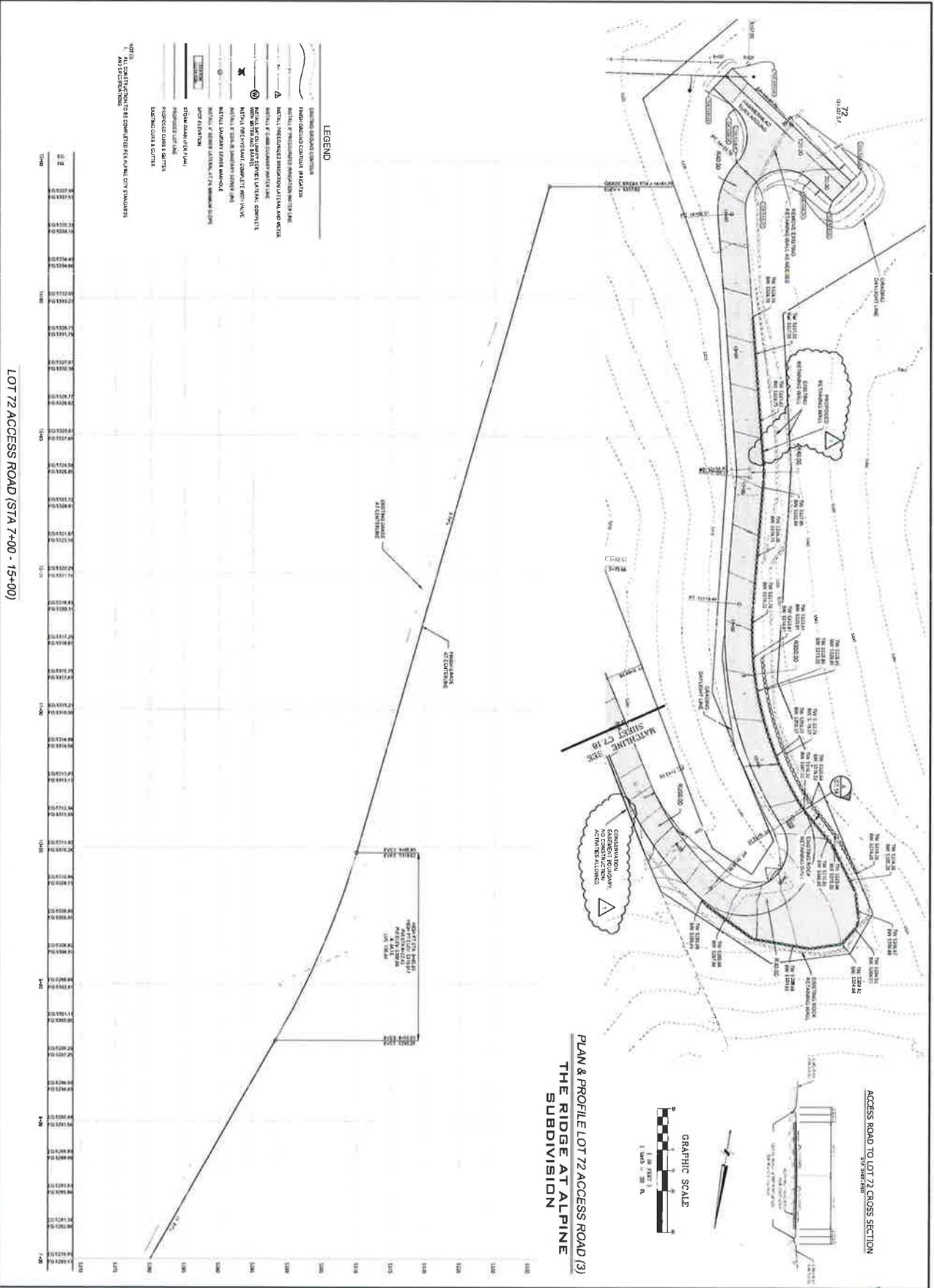
Surveyor's Certificate

I HEREBY CERTIFY THAT THIS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO Alpine CITY, UTAH COUNTY, UTAH.

Boundary Description

Commencing at a point located South 00°47'39" West along the quarter Section line 11.14 feet from the North quarter corner of Section 18, Township 4 South, Range 2 East, salt Lake Base and Meridian: thence South 00°47'39" West along the quarter Section line, said line also being the Westerly Boundary line of Plats "A", "C" Amended, and Plat "D", Alpine Cove Subdvision as shown on record in the office of the Utah County Recorder 2123.97 feet; thence North 78°35'00" East along the Southerly boundary line of Plat "A", Alpine Cove Subdivision as shown on record in the office of the Utah County Recorder 601.96 feet; thence North 71°19'00" East partially along the Southerly boundary line of Plat "A", Alpine Cove Subdivision as shown on record in the office of the Utah County Recorder 145.84 feet; thence South 00°47'43" West along the Westerly boundary line of Plat "E" Amended, Alpine Cove Subdivision as shown on record in the office of the Utah County Recorder 691.76 feet; thence South 89°41'52" West along the Northerly boundary line of the Keiffer Annexation Plat 726.07 feet more or less to the center of section 18; thence along said boundary line as follows: South 00°18'08" East 26.89 feet, South 28°33'59" West 199.33 feet more or less to the Northeast corner of the Pack Annexation Plat, thence along the Pack Brothers, Keystone, and Lindsay Addition annexations as follows: North 60°40'00" West 626.25 feet, North 33°39'00" East 194.56 feet, North 78°13'00" West 226.80 feet, South 69°35'00" West 460.80 feet, South 12°33'00" East 32.91 feet; South 62°21'26" West 185.51 feet; thence South 00°05'00" East 0.26 feet; thence South 62°15'00" West 5.88 feet; thence along Grant Addition Annexation Plat as follows North 00°34'23" West 256.91 feet, South 89°26'28" West 421.56 feet, South 01°07'19" East 0.89 feet; thence West 907.46 feet; thence South 263.11 feet; thence South 87°43'29" West 1291.12 feet; thence along the Fort Canyon (Borchers) Annexation Plat as follows: North 87°58'36" West 141.05 feet, North 29°42'37" East 392.48 feet, North 42°16'47" East 242.22 feet, North 43°08'11" East 169.04 feet, North 65°25'08" East 176.95 feet, North 58°50'08" East 29.39 feet, North 43°32'14" East 58.34 feet, North 30°50'29" East 532.08 feet, North 30°07'04" East 148.90 feet, North 37°30'55" East 618.98 feet, South 89°58'05" East 10.73 feet, North 00°07'18" West 770.17 feet, North 88°47'14" East 2716.50 feet to the point of beginning.

Area = 8,311,812 SF 190.81 Acres

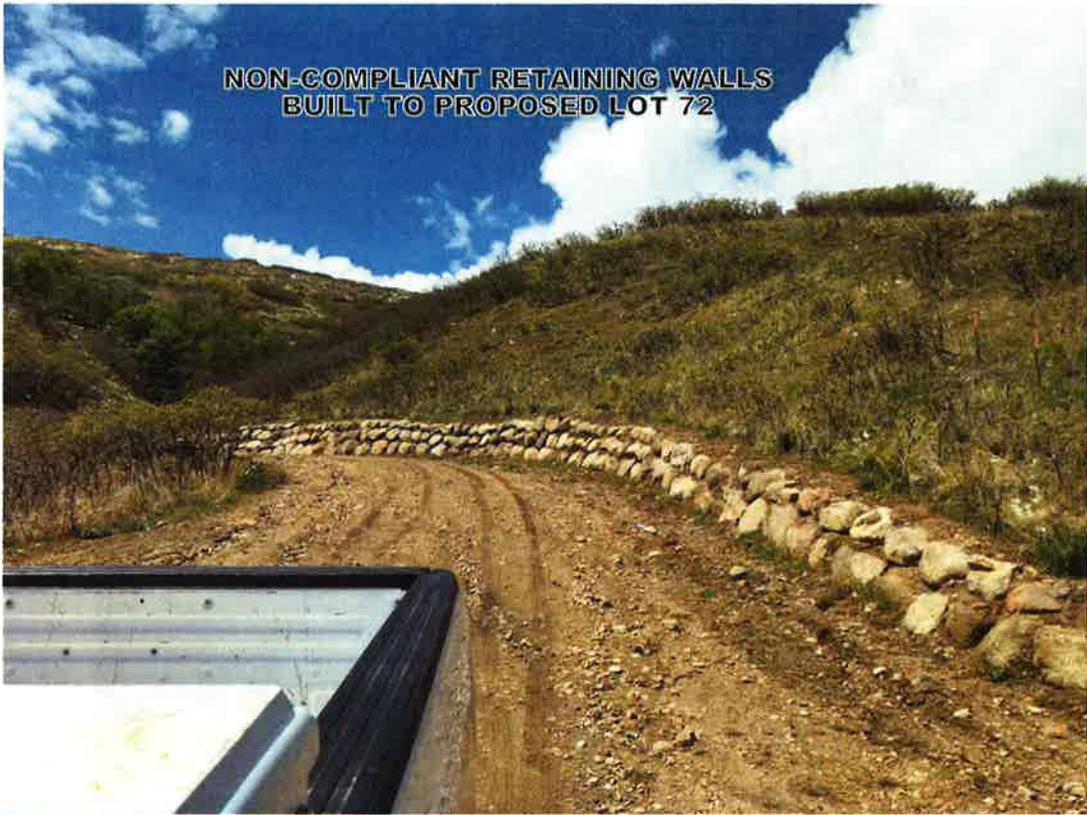


LOT 72 ACCESS ROAD (STA 7+00 - 15+00)

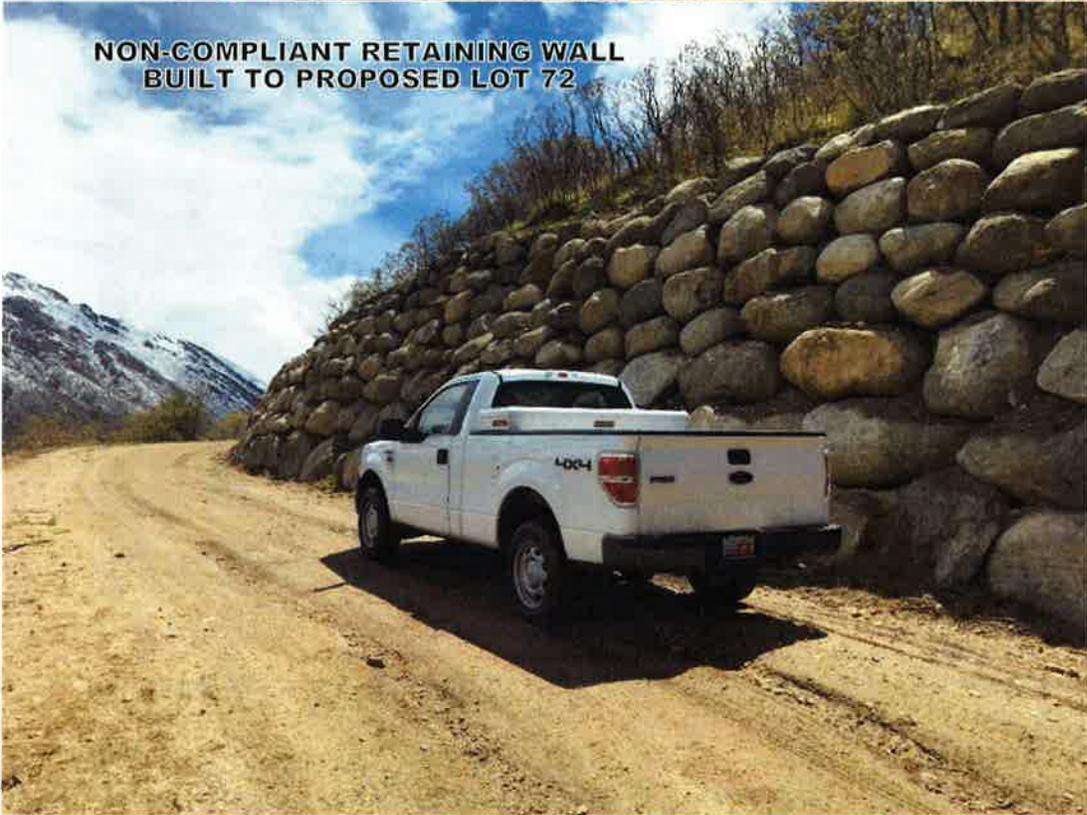
PLAN & PROFILE LOT 72 ACCESS ROAD (3)
THE RIDGE AT ALPINE
SUBDIVISION

PLAN & PROFILE 19 THE RIDGE AT ALPINE PLANNED RESIDENTIAL DEVELOPMENT PREPARED FOR: PAUL KROFF	DATE: AUG 2011 DRAWN BY: CS CHECKED BY: SM SCALE: AS SHOWN DESIGNED BY: BSG		BUSH & GUDGELL, INC. Engineers - Planners - Surveyors 955 East 4500 South, Suite 100 Salt Lake City, Utah 84119 Phone (801) 364-1212 / Fax (801) 364-1225 www.bushandgudgell.com		1. 8/15/11 AM 8:00 SET REV 1 - CITY COMMENTS 2. _____ 3. _____ 4. _____ 5. _____
	SHEET: C7.19 TITLE: THE RIDGE AT ALPINE				1. _____ 2. _____ 3. _____ 4. _____ 5. _____

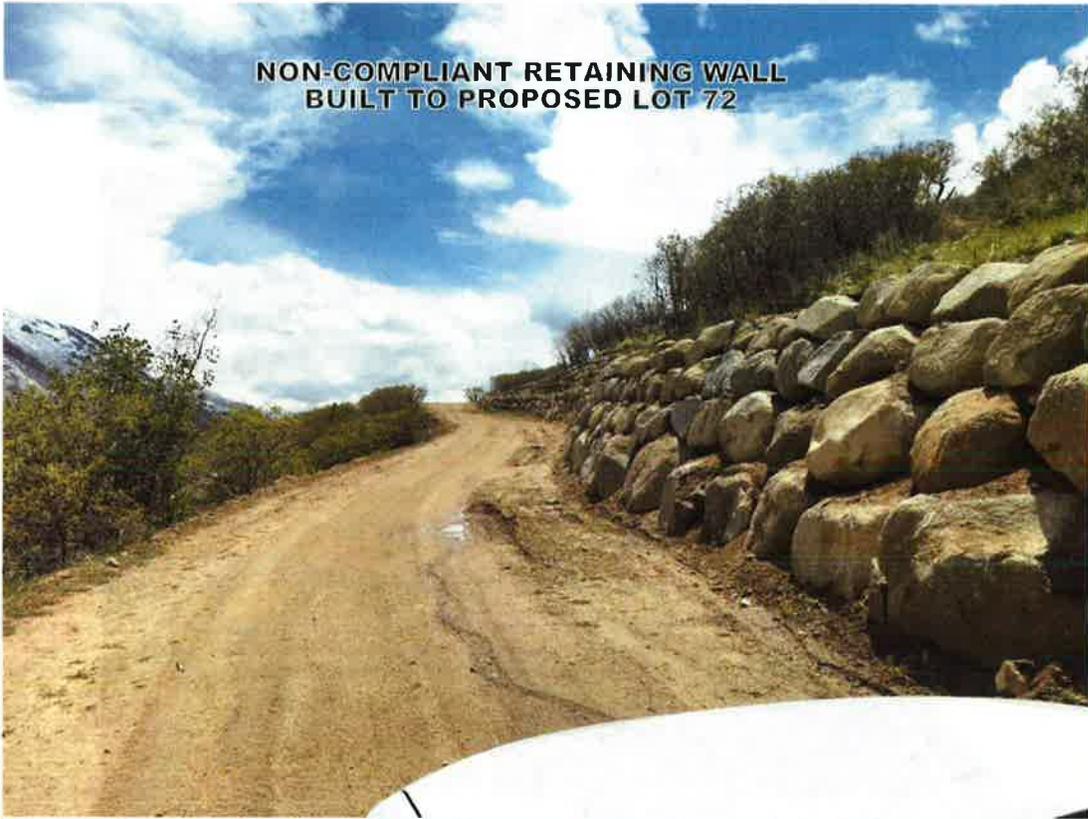
**NON-COMPLIANT RETAINING WALLS
BUILT TO PROPOSED LOT 72**



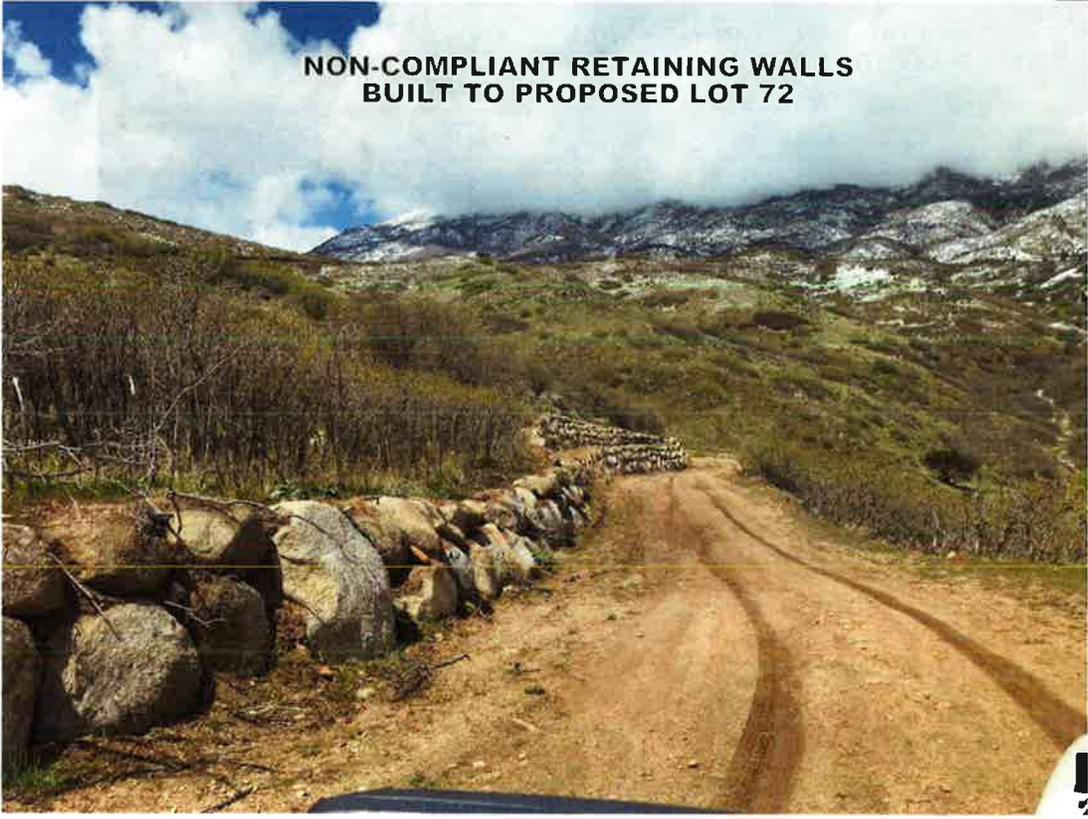
**NON-COMPLIANT RETAINING WALL
BUILT TO PROPOSED LOT 72**



**NON-COMPLIANT RETAINING WALL
BUILT TO PROPOSED LOT 72**



**NON-COMPLIANT RETAINING WALLS
BUILT TO PROPOSED LOT 72**





Bush and Gudgell, Inc.
Engineers • Planners • Surveyors
Salt Lake City - St. George
www.bushandgudgell.com

EXHIBIT A
Legal Description

COMMENCING AT A POINT LOCATED SOUTH 0°47'44" WEST ALONG THE QUARTER SECTION LINE 2428.32 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°47'44" WEST ALONG THE QUARTER SECTION LINE 263.44 FEET; THENCE SOUTH 28°20'05" WEST 168.39 FEET; THENCE SOUTH 61°32'40" EAST 8.24 FEET; THENCE SOUTH 28°52'59" WEST 18.74 FEET; THENCE NORTH 60°40'00" WEST 41.00 FEET; THENCE NORTH 28°52'59" EAST 98.69 FEET; THENCE ALONG THE ARC OF A 449.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°05'16" A DISTANCE OF 220.11 FEET (CHORD BEARS NORTH 14°50'21" EAST 217.91 FEET); THENCE NORTH 00°48'06" EAST 114.93 FEET; THENCE SOUTH 89°36'59" EAST 16.04 FEET MORE OR LESS TO THE POINT OF BEGINNING.

(*NOTE: ROTATE BEARINGS COUNTER CLOCK WISE 0°00'14" TO MATCH FUTURE "THE RIDGE AT ALPINE SUBDIVISION")

B & G #162085

CORINNE HAMILTON & MICHAEL P RUSSON
DOCUMENT ENTRY NO. 20603-2013
11:045:0137

NORTH 1/4 CORNER SECTION
18, TOWNSHIP 4 SOUTH,
RANGE 2 EAST, SALT LAKE
BASE AND MERIDIAN

S 89°36'59" E 16.04'

COCOLALLA LLC
11:045:0041

P.O.B.

S 0°47'44" W
2428.32'

STEVEN ZOLMAN
11:045:0138

N 0°48'06" E 114.93'

S 0°47'44" W 263.44'

RANDY'S BULL LLC
11:045:0042

R=449.00'
L=220.11'
Δ=28°05'16"
CB=N14°50'21"E
CD=217.91

OBERRE ALPINE FARMS LLC
11:045:0253

RANDY'S BULL LLC
11:045:0190

WAYNE R. &
JUDITH O. PACK
11:045:0022

N 60°40'00" W 41.00'

N 28°52'59" E 98.69'

S 28°20'05" W 168.39'

S 61°32'40" E 8.24'

S 28°52'59" W 18.74'

GROVE
DRIVE



EXHIBIT B
GROVE DRIVE ROAD DEDICATION PARCEL
B&G 162085



BUSH & GUDGELL, INC
Engineers - Planners - Surveyors
655 East 4500 South Suite #100
Salt Lake City, Utah 84107
Phone (801) 364-1212 / Fax (801) 364-1225

ALPINE CITY COUNCIL AGENDA

SUBJECT: Request for a variance on the height restriction

FOR CONSIDERATION ON: October 9, 2018

PETITIONER: Tim Clark

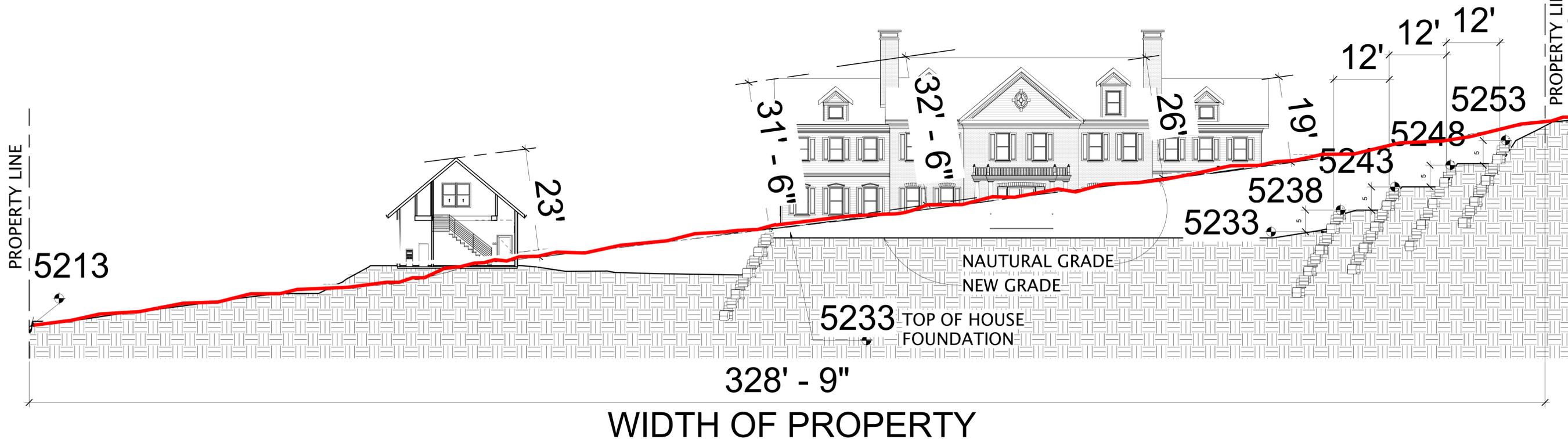
ACTION REQUESTED BY PETITIONER: Approve a variance to the height restriction.

BACKGROUND INFORMATION:

Tim Clark's request was first heard at the meeting of August 28, 2018. At that time the request for a height was denied. Since that time, Mr. Clark met with Joel Kester of the Willow Canyon HOA and revised his plans to reduce the height of the home. At the meeting of September 25, 2018, Mr. Clark submitted revised plans and requested a variance of 9 feet. That request was also denied. Mr. Clark's builder said they would like to return to the Council with another request for a 7.5 ft variance.

STAFF RECOMMENDATION:

Consider the request for a height variance.



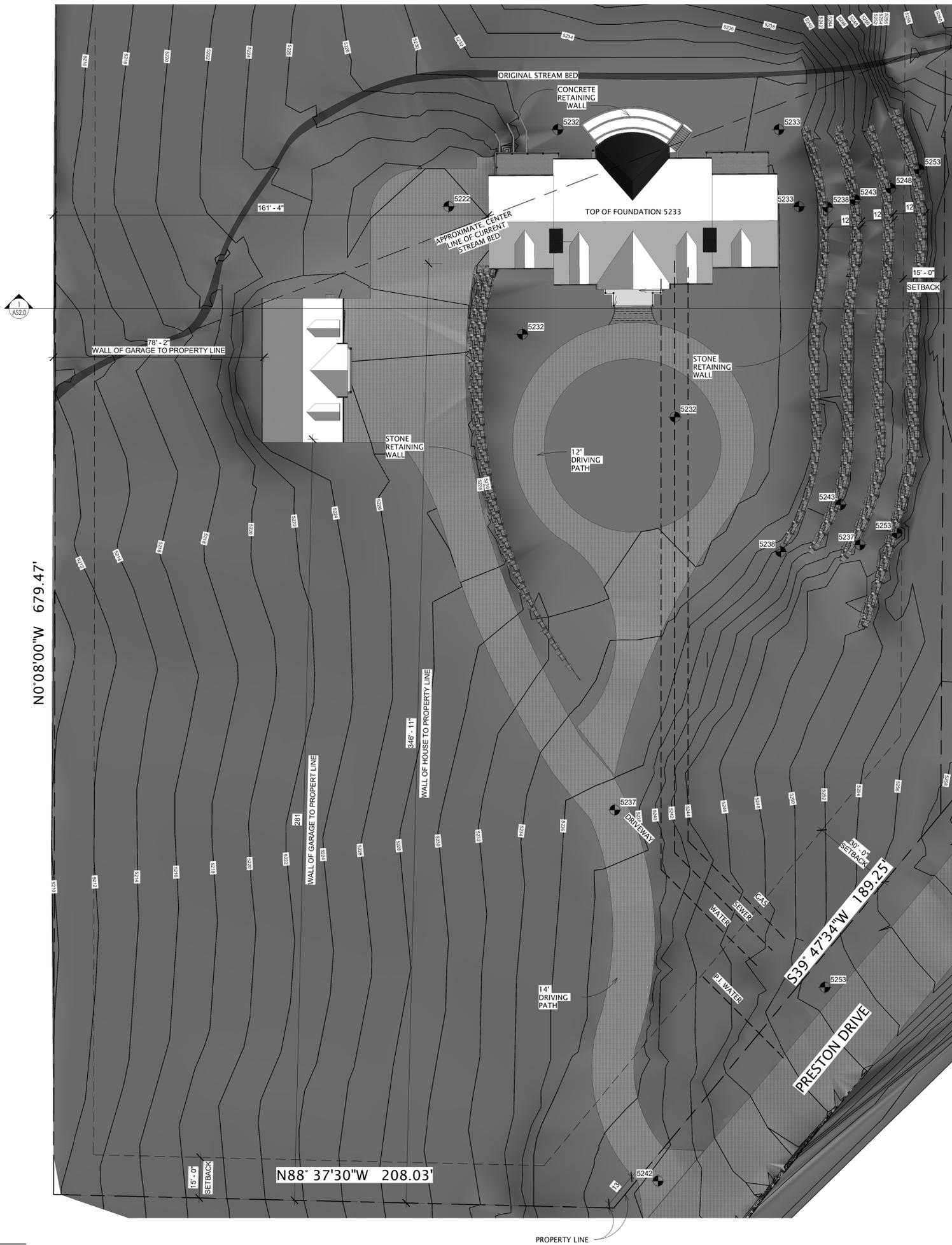
1 Section 2
3/32" = 1'-0"

project:
CLARK RESIDENCE
75 N PRESTON DRIVE, ALPINE UTAH

data:
project no: 1823
date: 09.21.2018
revisions:

SITE REVIEW
sheet:
HEIGHT STUDY

AS2.0



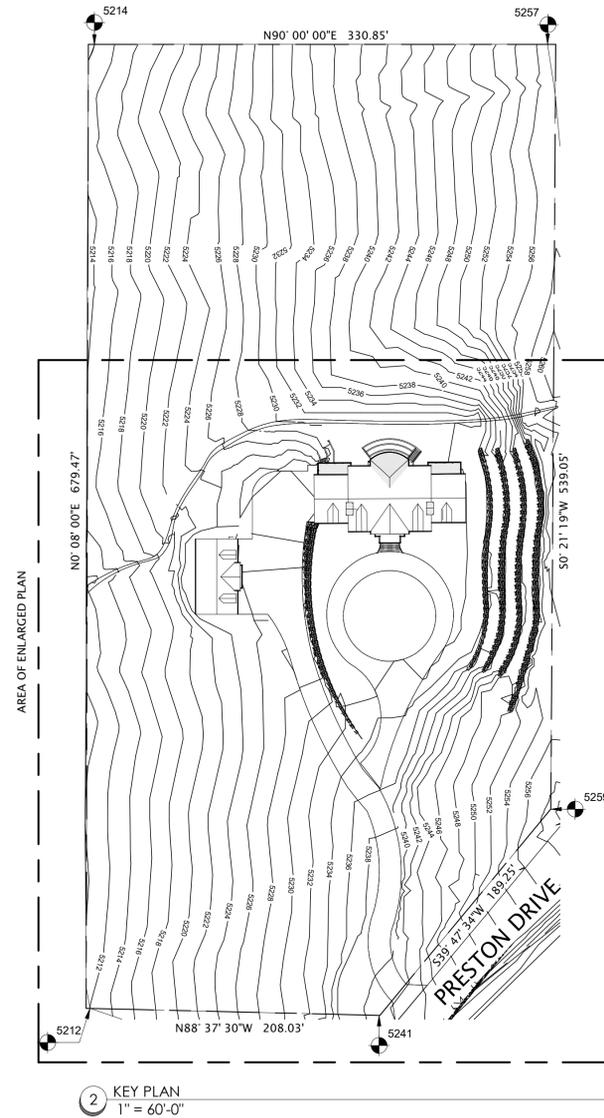
ADDRESS: 75 N PRESTON DRIVE, ALPINE UTAH

5.0 ACRES

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 EAST SALT LAKE BASE AND MERIDIAN

SITE NOTES:

1. ALL RETAINING WALL ON SITE OVER 4' IN HEIGHT FROM TOP OF FOOTING TO TOP OF WALL SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER AND ARE TO BE PERMITTED UNDER A SEPARATE BUILDING PERMIT.
2. ALL FENCING IS REQUIRED TO GET SEPARATE BUILDING PERMIT.
3. THE DRIVEWAY SHALL BE OF AN ALL-WEATHER SURFACE AND MAY NOT SLOPE MORE THAN 12%.
4. CONTRACTOR TO SLOPE FINISH GRADES AROUND ALL BUILDINGS TO PROVIDE A POSITIVE DRAINING A AWAY FROM THE BUILDINGS.



SEAL:

project:
CLARK RESIDENCE
75 N PRESTON DRIVE, ALPINE UTAH

data:
project no: 1823

date: 09.21.2018

revisions:

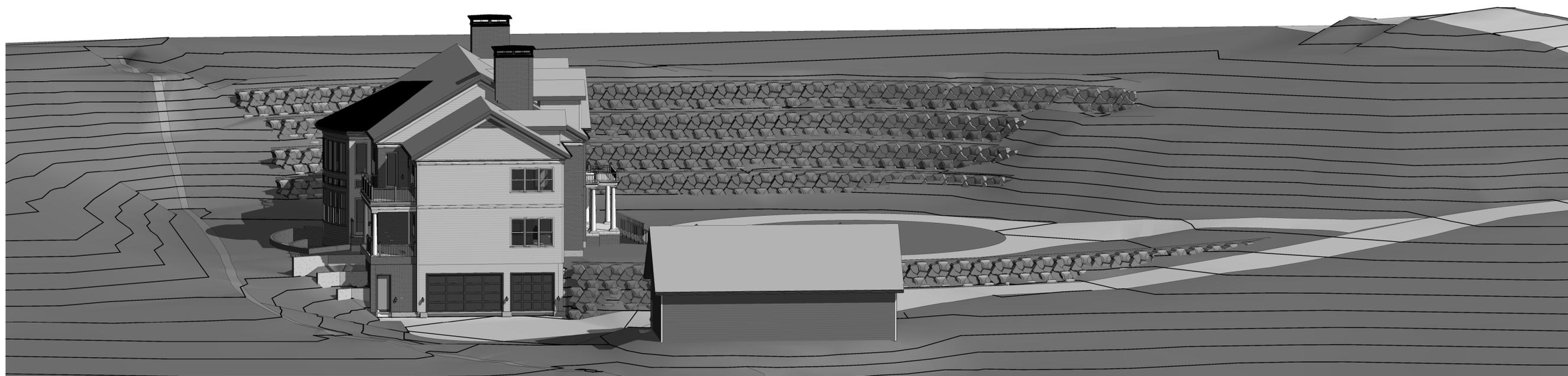
SITE REVIEW
sheet:
ARCHITECTURAL
SITE PLAN

AS1.0



project:
CLARK RESIDENCE
75 N PRESTON DRIVE, ALPINE UTAH

data:
project no: 1823
date: 09.21.2018
revisions:



SITE REVIEW
sheet:
SITE 3D

ALPINE CITY COUNCIL AGENDA

SUBJECT: Exception Request – Gateway Historic & Business Commercial Parking Requirements

FOR CONSIDERATION ON: October 9, 2018

PETITIONER: Dylan Ence

ACTION REQUESTED BY PETITIONER: Approve parking exception.

BACKGROUND INFORMATION:

Petitioner Dylan Ence has submitted a request for an exception to the off-street parking requirement for a reception center located at 45 East 200 North in the old Harmony Forge building. Plans for the proposed parking show 18 spaces on the subject property, 21 spaces on adjacent parcels owned by the same landowner, and an additional 13 spaces at the D&M Holdings Property on the other side of 200 North for a total of 52 spaces.

For reception centers, Article 3.24.3 of the Alpine City Development Code requires 13.5 parking spaces for every 1,000 sq. ft. The subject structure is approximately 4,500 sq. ft. which would require 61 parking spaces.

Article 3.11.4.3.5 says:

*The planning commission may recommend exceptions to the Business Commercial Zone requirements regarding **parking**, building height, signage, setbacks and use if it finds that the plans proposed better implement the design guidelines to the City Council for approval.*

The proposed site for the reception center is located next to Purple headquarters, which has a history of parking issues. Staff recommends that if the proposal is approved that the hours of the event center be limited to mitigate the impact to neighboring properties and area.

MOTION: Jane Griener moved to recommend approval of the proposed parking exception for the Ence Reception Center with the following conditions:

1. The Event Center be limited to receptions after 5:30 p.m.
2. Daytime events do not exceed 60 people; this restriction is not applicable on holidays and weekends.
3. The City obtain written agreements from any land owners that are agreeing to allow off-premise parking that is not part of the lease agreement.
4. Provide an engineered parking plan prior to City Council Meeting.

Alan MacDonald seconded the motion. There were 6 Ayes and 0 Nays. The motion passed.

STAFF RECOMMENDATION:

Consider the request for a parking exception.



Austin Roy <aroy.alpinecity@gmail.com>

City Council Meeting Request - 45 E 200 N Alpine, UT

admin@knotandpine.com <admin@knotandpine.com>

Mon, Sep 10, 2018 at 10:47 PM

To: aroy@alpinecity.org

Thank you for taking the time to meet with us today to discuss the proposed use of the Alpine Barn located at 45 E 200 N Alpine, UT. Our request is to meet with the city council next Tuesday to discuss an exception for the parking requirement. Attached is the proposed parking for the subject property along with the shared spaces with the adjacent property with same ownership and rights to parking. Additionally, my sister owns the building across from Purple and has agreed to share parking. 95% of our events take place in the evenings and will not interfere with the traffic and parking issues the city is currently facing on that street. At a worst case scenario, we will have 35 vehicles at one point during an event and will limit our clients to the amount of attendees in the building.

Here is what we are looking at with 9' spaces:

Subject Parking: 39 Spaces
D & M Holdings Property: 13 Spaces
Total: 52 spaces (not including street parking)

We will provide examples of 6 similar event spaces that only have 30 stalls including our reception hall in American Fork.

We are grateful for the opportunity and hope to find a solution that will allow everyone to enjoy this historical building.

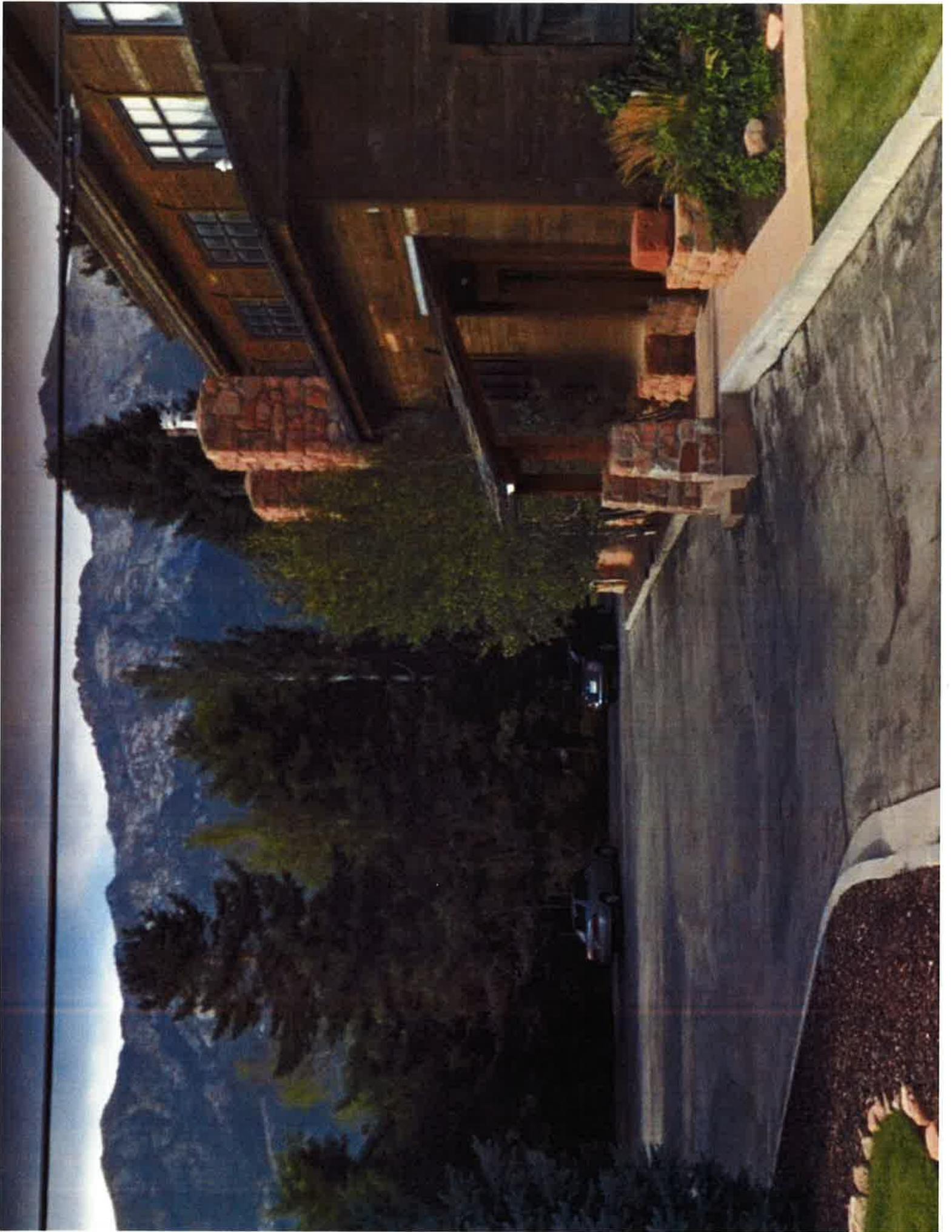
Thank you again for your time.

Dylan Ence
801-631-7290
Knot & Pine

2 attachments

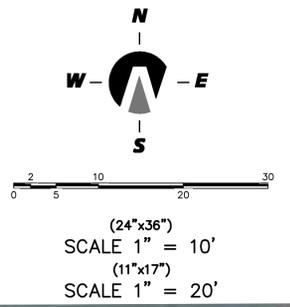
 **_ags_43c2dbd1d8004e52a4d9460ef87b0e89.pdf**
405K

 **Alpine Barn.pdf**
5898K





35 TOTAL STALLS
19 ON ADJACENT PROPERTY
16 ON PROPERTY



12 90° STALLS
 17 ANGLE STALLS
 4 PARALLEL STALLS
 2 ADA STALLS
 35 TOTAL STALLS



THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

5		DESIGNED BY:	DATE:
4		DRAWN BY:	DATE:
3		CHECKED BY:	DATE:
2		APPROVED:	DATE:
1		COGO FILE:	DATE:
NO.	REVISIONS	BY	DATE
K:\3-18-052-00 Alpine Barn\CAD\Design\DESIGN_BASE-1.dwg 9/24/2018 11:02 AM			

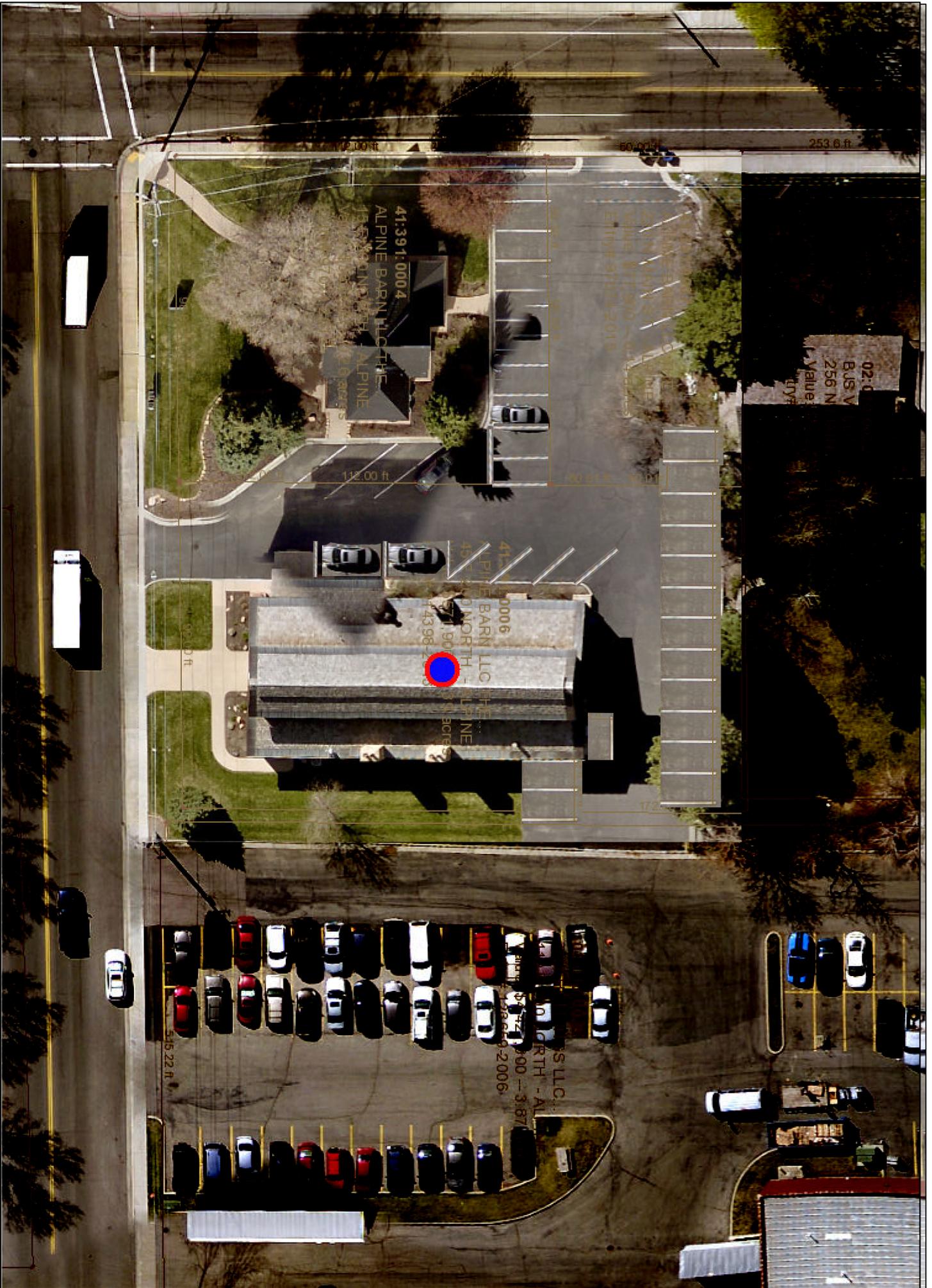
200 NORTH

Northern
ENGINEERING INC
 ENGINEERING—LAND PLANNING
 CONSTRUCTION MANAGEMENT

1040 E. 800 N.
 OREM, UTAH 84097
 (801) 802-8992

ALPINE BARN

PARKING	JOB NO. 3-18-052
ALPINE, UTAH	SHEET NO. 1



Utah County Parcel Map

45 e 299 N Alpine

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies. Inferred data or variations with an actual survey

Date: 9/10/2018

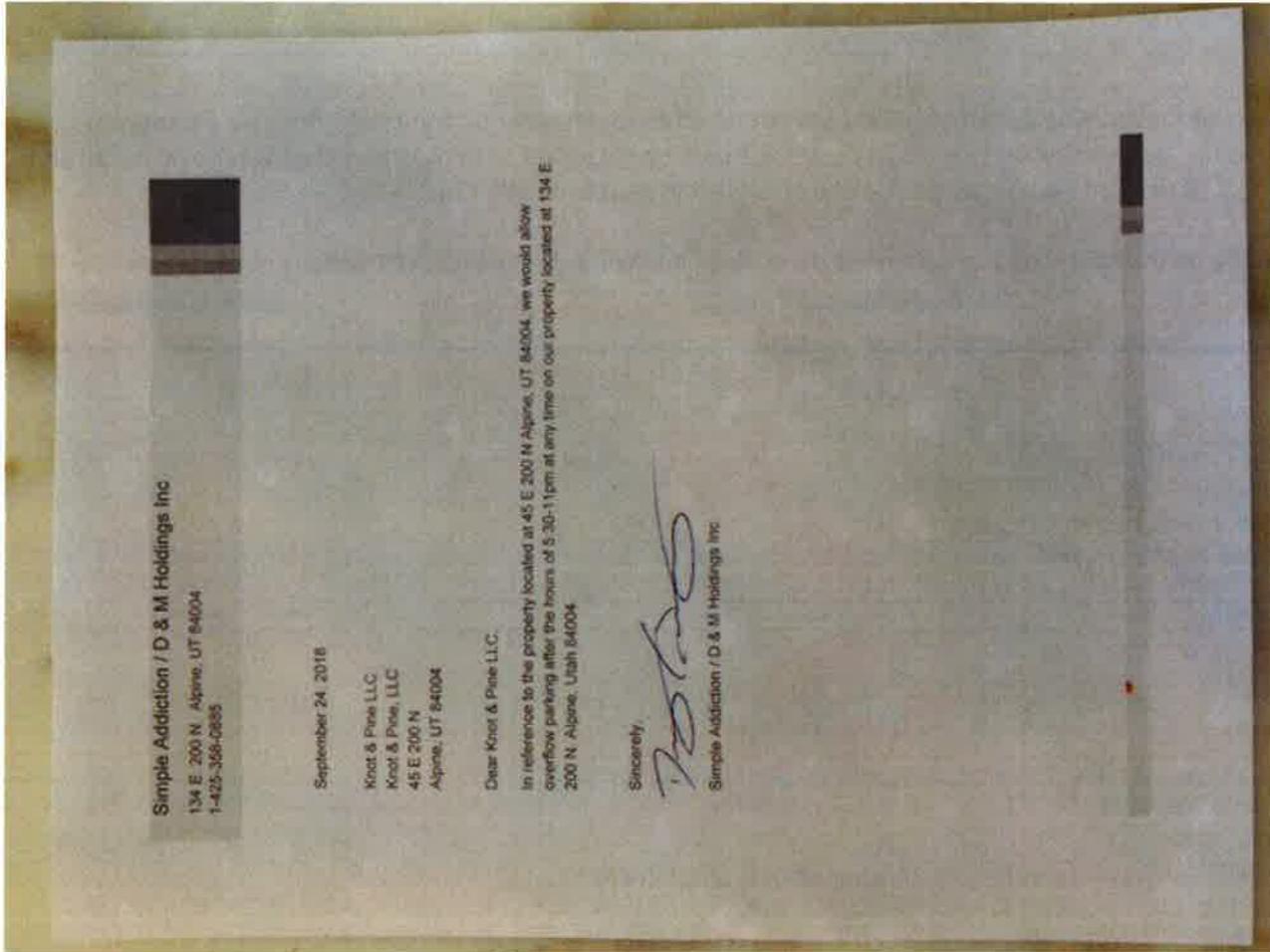


Charmayne Warnock

From: Ence, Dylan <dylan.ence@baml.com>
Sent: Monday, September 24, 2018 3:51 PM
To: Jed Muhlestein
Cc: Charmayne Warnock
Subject: RE: Alpine Barn

Jed,

Here is the letter requested for the adjacent property allowing additional parking.



Thank You

Dylan Ence

Vice President

Senior Relationship Manager

Business Banking

UT9-060-02-01, 60 East South Temple - Ste 280, Salt Lake City, Utah 84111

801.631.7290 cell

801.236.3142 office

972.728.9563 fax

dylan.ence@baml.com

<https://rm.bofaml.com/dylan.ence>

The power of global connections™



02:007:0005
MORRISON, JAMES E M
195 N 100 EAST - ALPINE
Value: \$229,600 - 0.11 acres
Entry# 101352-2003

02:007:0028
D AND M HOLDINGS LLC
134 E 200 NORTH - ALPINE
Value: \$537,000 - 0.36 acres
Entry# 74018-2015

02:007:0005
MORRISON, JAY C and JULIA
195 N 100 EAST - ALPINE
Value: \$229,600 - 0.11 acres
Entry# 101352-2003

02:007:0007
BURBESS, ROBERT L and TAMARA
152 N 100 EAST - ALPINE
Value: \$447,000 - 0.11 acres
Entry# 92575-2015

02:007:0007
ADCOCK, CHRISTOPHER
152 N 100 EAST - ALPINE
Value: \$447,000 - 0.11 acres
Entry# 92575-2015



ALPINE CITY COUNCIL AGENDA

SUBJECT: Parking Proposal – Smooth Canyon Park

FOR CONSIDERATION ON: October 9, 2018

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve proposals for expanded parking at Smooth Canyon Park

BACKGROUND INFORMATION:

The City Council reviewed a plan to expand the parking in Smooth Canyon Park at their meeting of June 26, 2018. Neighbors were opposed to expanding the parking lot into the grassy area of the park and the item was tabled.

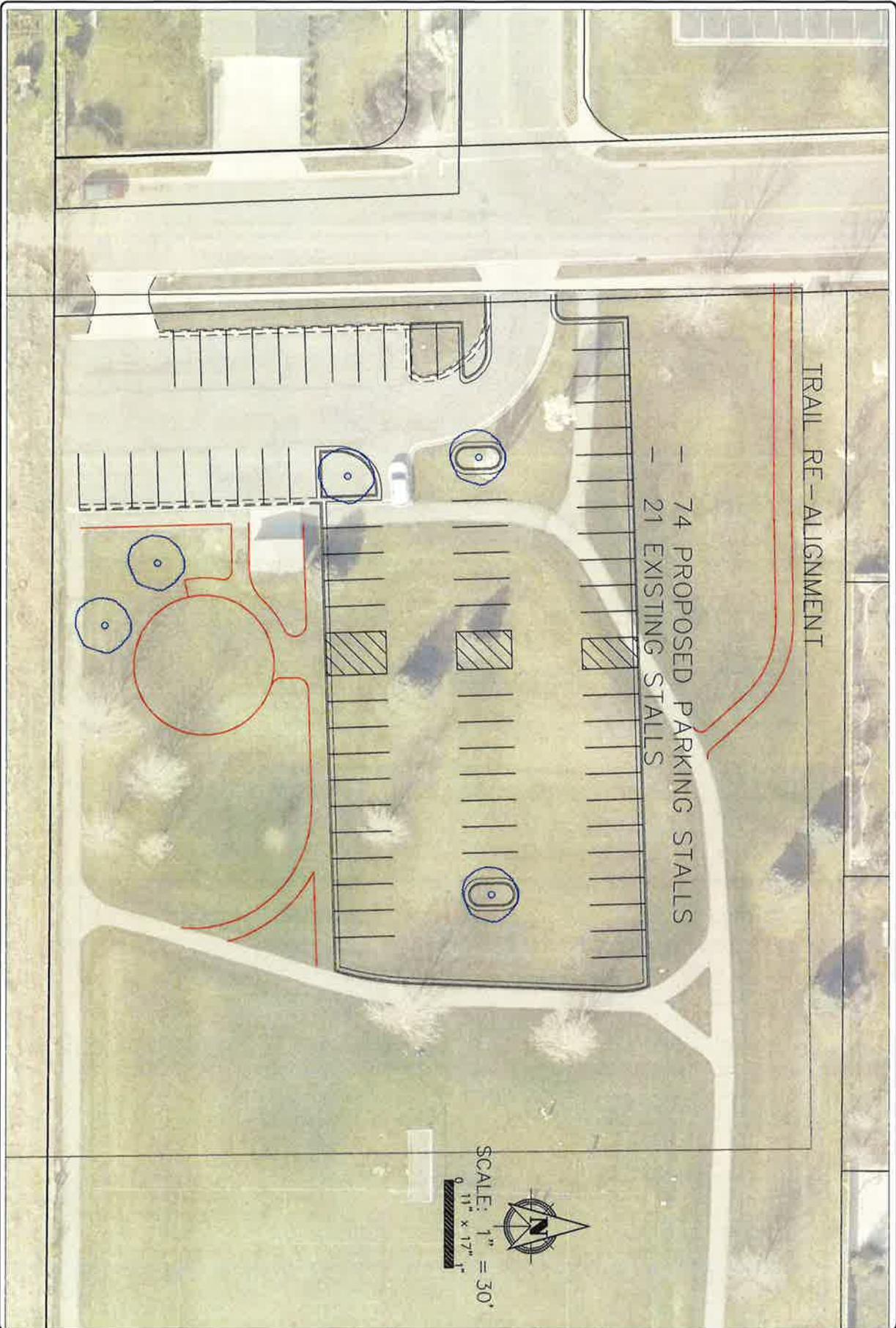
MOTION: Kimberly Bryant moved to table the issue of parking in Smooth Canyon Park for the next meeting and use the goal of 50 parking spaces as a guideline for a new design. Ramon Beck seconded. Ayes: 4 Nays: 0. Ramon Beck, Carla Merrill, Kimberly Bryant, Lon Lott voted aye. Motion passed.

Recently, the City was contacted by LDS Church headquarters concerning complaints they were receiving about soccer parking at the church and interference with church events.

Attached are three parking layouts. Option A shows 74 spaces in Smooth Canyon Park. Option B shows 52 spaces in Smooth Canyon Park. Option C shows a new parking lot by Healey Park and the LDS Church with 54 spaces.

STAFF RECOMMENDATION:

Consider approving a parking improvement plan.

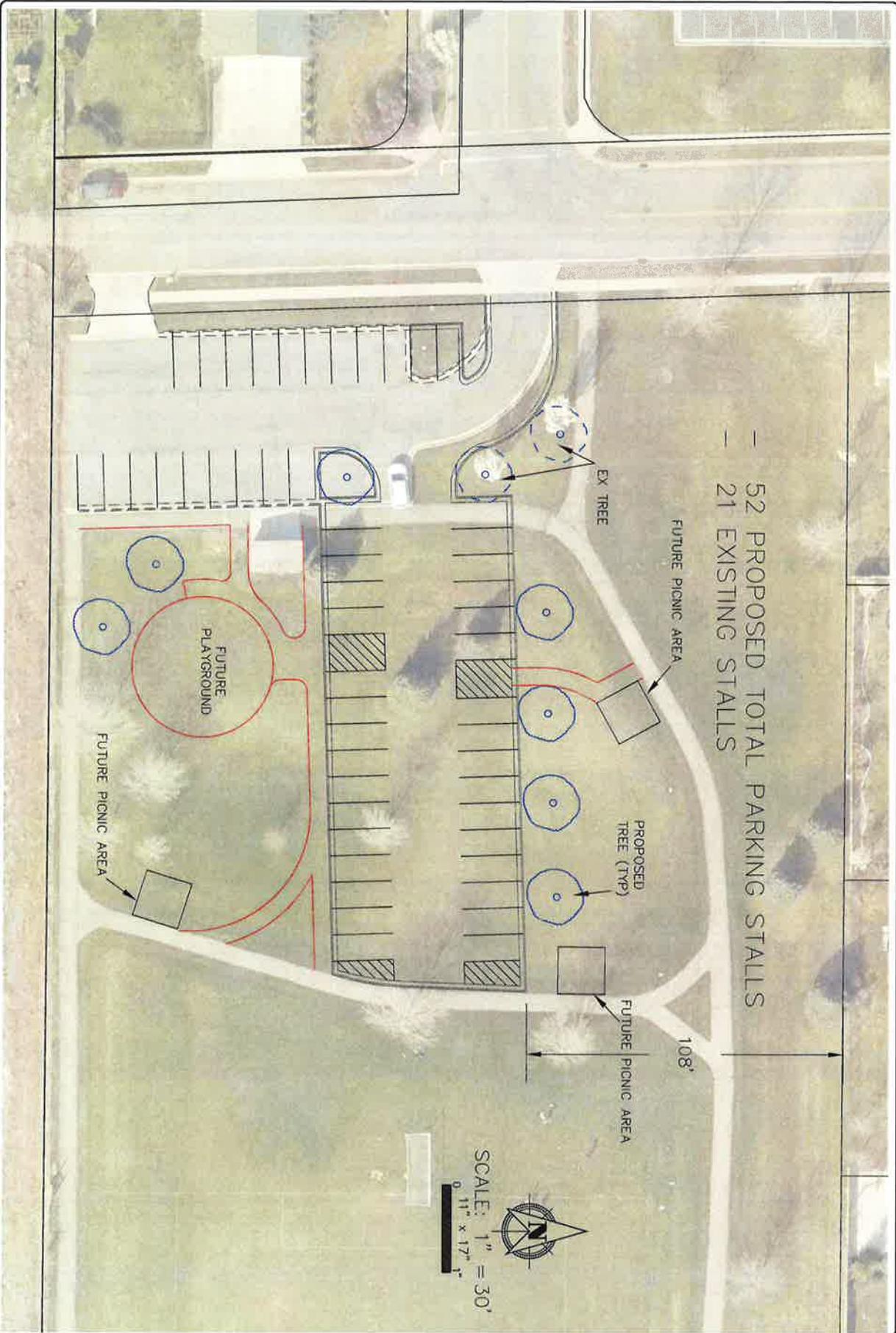


Drawing: —
Sheet: 1 of 1

SMOOTH CANYON PARKING
May, 2018
Parking & Playground CONCEPT

—

REMARKS
1. Revised (7-7-10) Profile Labels for SDMM1-A2 & SDMM1-B4

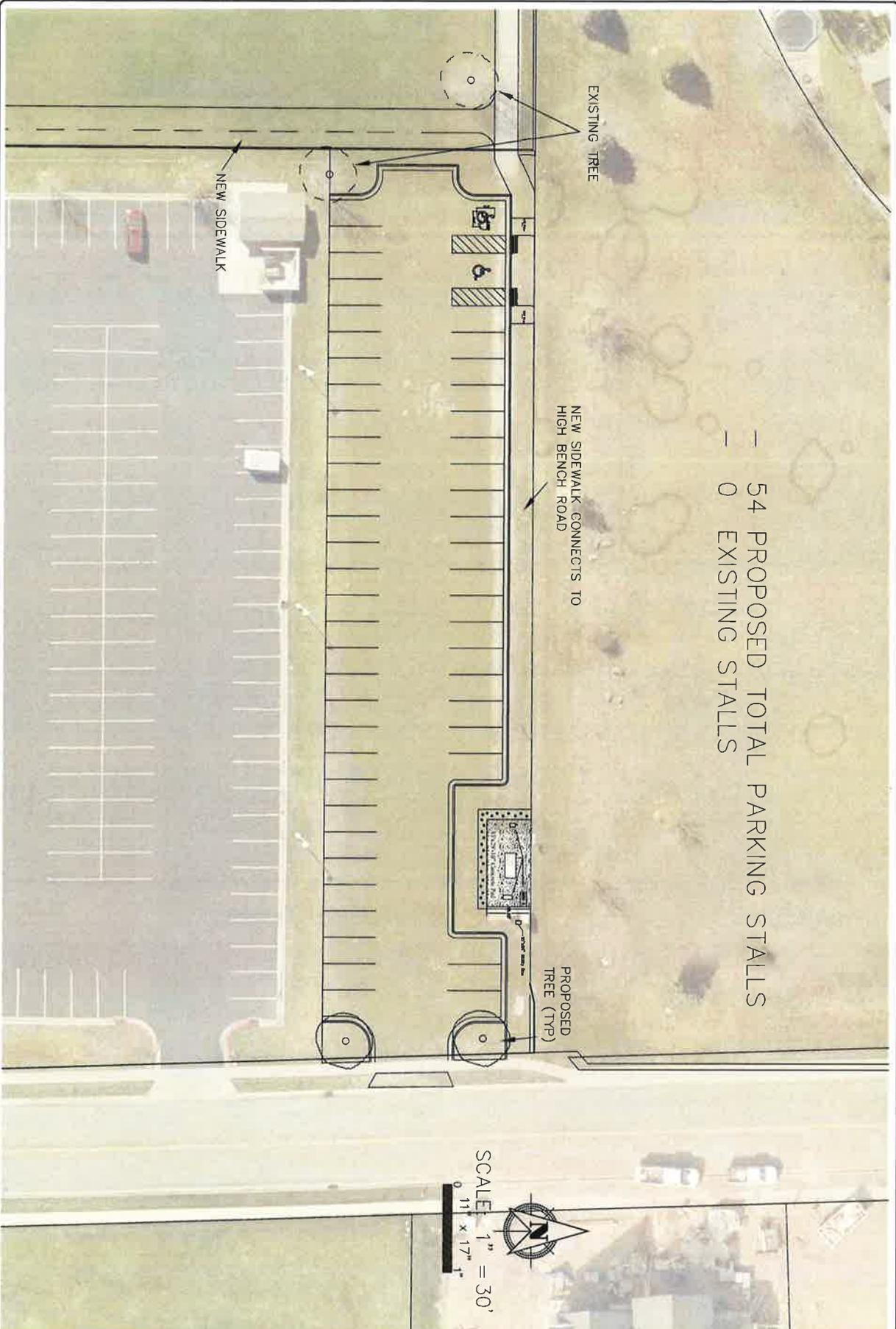


Drawing: -
 Sheet: 1 of 1

Engineering Firm
 Number:

SMOOTH CANYON PARKING
 OCT, 2018
 Parking & Playground CONCEPT

REMARKS
1. Revised (7-7-10) Profile Labels for SDMH-A2 & SDMH-B4



Drawing: —
Sheet: 1 of 1

Engineering File Number: —

HEALEY PARK PARKING
OCT, 2018
Parking & Playground CONCEPT

REMARKS

1. Revised (7-7-10) Profile Labels for SDMH-A2 & SDMH-B4

RESOLUTION NO. R2018 - 13

A RESOLUTION ESTABLISHING A CITY CLOTHING ALLOWANCE POLICY FOR ALPINE CITY PUBLIC WORKS AND PARKS EMPLOYEES.

WHEREAS, the Personnel Policies and Procedures Manual for Alpine City does not include a clothing allowance policy;

WHEREAS, the City recognizes the need to provide clothing and/or uniforms to some employees in order to prevent damage to personal items as a result of the work required for certain jobs;

NOW THEREFORE, be it resolved that the governing body of Alpine City approve the adoption of the following Clothing Reimbursement Policy as follows:

CLOTHING REIMBURSEMENT FOR FULL TIME PUBLIC WORKS AND PARK EMPLOYEES

Alpine City will reimburse up to \$250 per year per full time employee in the Public Works and Park departments for clothing needed to perform their duties. Clothing does not need to bear the city logo, **cannot** be worn off the job, and must be an item necessary to perform their job. Such items may include but are not limited to: shoes, boots, pants, shirts, coats, gloves, hats, socks, belts, vests, or other protective gear (PPE) not otherwise provided by the city and not adaptable to general usage as ordinary clothing. The employee will turn in their receipt(s) to the City Administrator and the reimbursement will be paid through accounts payable as a non-taxable benefit to the employee. NOTE: During times when the budget is strained and funds are low or unavailable, Alpine City may determine that it is not feasible to offer the Clothing Reimbursement benefit.

This Resolution shall take effect immediately upon passage.

Adopted and approved this 9th day of October, 2018.

Troy Stout
Mayor, Alpine City

ATTEST:

Charmayne G. Warnock, City Recorder

ALPINE CITY COUNCIL AGENDA

Ordinance No. 2018-07 – Article 3.1.11.7 Definition of Buildable Area, Driveway Cut/Fill Clarification.

FOR CONSIDERATION ON: 9 October 2018

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Consider approval of amendment to ordinance.

BACKGROUND INFORMATION:

Staff have reviewed the definition of buildable area in the zoning ordinance and recommend a clarification be made with regards to driveway measurements for cut/fill.

The Planning Commission held a public hearing on this issue at their meeting of September 18, 2018 and voted unanimously to recommend approval.

MOTION: Alan MacDonald moved to recommend approval of Amendment to Ordinance – Buildable Area, Driveway Cut & Fill – Article 3.1.11.7.f. To include the proposed language of:

1. As measured at the finished grade of the centerline alignment.

John Gubler seconded the motion. There were 6 Ayes and 0 Nays. The motion passed.

STAFF RECOMMENDATION:

Review and approve Ordinance No. 2018-07 amending Article 3.1.11.7 of the Development Code pertaining to buildable area and driveway cut/fill clarification.

Memo



To: Alpine City Planning Commission
From: Jed Muhlestein, P.E.
City Engineer
Date: September 7, 2018
Subject: PROPOSED DEVELOPMENT CODE CHANGE, 3.1.11.7.f
DRIVEWAY CUT/FILL CLARIFICATION

Staff has noticed a clarification in the development code regarding cut/fill on driveways that needs made. Without the clarification, a developer does not know where to measure the cut/fill from as mentioned in section 3.1.11.7.f.

Proposed Change:

3.1.11.7.f

The area is readily capable of vehicular access from the adjacent public street over a driveway having a slope of not more than twelve (12) percent with no cut or fill greater than five feet as measured at the finished grade of the centerline alignment.

Alpine City Engineering
20 North Main • Alpine, Utah 84004
Phone/Fax: (801) 763-9862
E-mail: jed@alpinecity.org

ORDINANCE NO. 2018-07

AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.1.11.7 OF THE ALPINE CITY DEVELOPMENT CODE RELATING TO THE DEFINITION OF BUILDABLE AREA AND DRIVEWAY CUT/FILL.

WHEREAS, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance to allow minor subdivisions to be approved administratively; and

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

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

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

The Amendments to Article 3.1.11.7 contained in the attached document will supersede Article 3.1.11.7 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 9th day of October, 2018.

Troy Stout, Mayor

ATTEST:

Charmayne G. Warnock, Recorder

4. **APIARY.** Any place where one (1) or more colonies of bees are located.
5. **AVERAGE SLOPE OF LOT.** The average slope of a lot, expressed as the percent of slope, to be determined via computer modeling. AutoCAD or ESRI products are acceptable programs to be used for determining the average slope of lot; any other program must be pre-approved by the City Engineer.
6. **BEEKEEPING EQUIPMENT.** Anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards, and extractors.
7. **BUILDABLE AREA.** (Ord. 94-02, 2/8/94) A lot or portion thereof possessing all of the following physical characteristics:
 - a. The area contains no territory having a natural slope of twenty (20) percent or greater;
 - b. The area contains no territory which is located in any identified flood plain or within any recognized inundation zone, mud flow zone or zone of deformation, or lands subject to earth slippage, landslide or rockfall;
 - c. The engineering properties of the soil provide adequate structural support for the intended use;
 - d. The area does not possess any other recognized natural condition, which renders it unsafe for building purposes;
 - e. The area is within the building setback envelope as determined in accordance with the setback provisions of the zone; and
 - f. The area is readily capable of vehicular access from the adjacent public street over a driveway having a slope of not more than twelve (12) percent with no cut or fill greater than five feet as measured at the finished grade of the centerline alignment.
8. **BUILDING.** Any structure having a roof supported by columns or walls, built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.
9. **CIVIC BUILDING.** A structure owned by the City and used for governmental purposes, including administrative buildings (City Hall) fire stations, police stations, libraries, but not including shop and repair facilities.
10. **COLONY.** Bees in a hive including queens, workers, or drones.
11. **CONDITIONAL USE.** A use of land that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.
12. **CUSTOMARY RESIDENTIAL ACCESSORY STRUCTURE.** A structure constructed on the same zoning lot as a dwelling and which is intended for the incidental and exclusive use of the residents of said dwelling, including but not limited to detached garages, carports, swimming pools, tennis courts, green houses, storage buildings, and satellite dishes.
13. **DEVELOPMENT.** Any change to a parcel of ground, which alters it from its natural state in any way. This includes clearing, excavation, grading, installation of any infrastructure or erection of any types of buildings.
14. **DWELLING UNIT.** One or more rooms in a building or portion thereof designed, occupied, or intended as a residence for a family with complete and independent facilities for living, sleeping, eating, cooking, and sanitation provided within the dwelling unit. See also Dwelling, Single Family.
15. **DWELLING, MULTIPLE-UNIT.** A building arranged to be occupied by two (2) or more

ALPINE CITY COUNCIL AGENDA

SUBJECT: Ordinance No. 2018-08, Amending Ordinance – Article 3.3.4 and Article 3.4.4 Density, Lot Area, and Width Requirements in the CR-20,000 & CR-40,000 Zones.

FOR CONSIDERATION ON: 9 October 2018

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Consider approving the proposed amendment to the ordinance.

BACKGROUND INFORMATION:

Staff have reviewed the density requirement ordinance for the CR-20,000 and CR-40,000 zones and recommend changes to density, lot area and lot width requirements.

The Planning Commission held a public hearing at their meeting of September 18, 2018 and voted unanimously to recommend approval.

MOTION: Alan MacDonald moved to recommend approval of Amendment to Ordinance – Density CR-20,000 & CR-40,000 – Article 3.3.4 & 3.4.4. subject to the following:

1. The City Council may upon recommendation of the Planning Commission and with input from the applicant, modify lot lines to reduce angles, corners and odd configurations.

Jane Griener seconded the motion. There were 6 Ayes and 0 Nays. The motion passed.

STAFF RECOMMENDATION:

Review and approve Ordinance No. 2018-08 amending Articles 3.3.4 and 3.4.4 of the Development Code.

Memo



To: Alpine City Planning Commission
From: Jed Muhlestein, P.E.
City Engineer
Date: September 17, 2018
Subject: PROPOSED DEVELOPMENT CODE CHANGE, 3.3.4 & 3.4.4
DENSITY, LOT AREA AND WIDTH REQUIREMENTS IN THE
CR 20,000 & CR 40,000 ZONES

In 2014 the City was approached by a developer claiming the process to determine density was cumbersome and produced oddly shaped lot lines, leaving the City and future home owners with undesirable lot layouts. The layouts created irregular lots lines which don't make sense to the lot owner when it comes time to put in a fence, find their property corners, landscape their yards, etc. Exhibit A shows the lot layout proposed under the old ordinance vs what the layout could look like based on their ordinance change proposal. Their proposal was to take the PRD ordinance density calculations and apply them to standard subdivisions. The City looked at their proposal, agreed it would clean up lots lines, and made the modifications to the ordinance.

Prior to this change average slope of a lot was a determining factor in overall density. Depending on the average slope of each lot, there were requirements for total area and frontage widths. The restrictions that the average slope requirements brought with it were the reason for irregular shaped lots. When the ordinance was changed, the area and width requirements were eliminated.

With development continuing to creep into the steeper areas of the city Staff has realized that more lots are being (or would be) allowed on the hillsides of the city than would have been with the previous code due to the lack of the area and width requirements. The City Council and Planning Commission have consistently tried to preserve the spacious feeling and visual openness of the city with hillside protections and zoning ordinances. The previous sections of code (3.3.4/3.4.4) were one example of that. Staff feels it would be in the City's best interest to re-instate previous code regarding density, lot area, and lot width requirements. Staff would also recommend there be a process to eliminate the irregular shaped lot lines created by the previous code. It is Staff's recommendation that the Planning Commission review and recommend to the City Council the proposed changes as noted below. Included as Exhibits B and C are clean versions of the proposed changes.

Alpine City Engineering
20 North Main • Alpine, Utah 84004
Phone/Fax: (801) 763-9862
E-mail: jed@alpinecity.org

CR-20,000 ZONE

3.3.4 DENSITY, LOT AREA AND WIDTH REQUIREMENTS - SINGLE FAMILY DWELLINGS.

1. The minimum area and width requirements of a zoning lot shall be determined upon the average slope of the lot and shall conform to the following schedule:

<u>Average Slope of Lot*</u>	<u>Minimum Area (in Square feet)</u>	<u>Minimum Width (at min. front setback)</u>
<u>0 - 9.9%</u>	<u>20,000 (.46 ac.)</u>	<u>110 ft.</u>
<u>10 - 14.9%</u>	<u>30,000 (.68 ac.)</u>	<u>110 ft.</u>
<u>15 - 19.9%</u>	<u>40,000 (.92 ac.)</u>	<u>110 ft.</u>
<u>20 - 24.9%</u>	<u>60,000 (1.37 ac.)</u>	<u>110 ft.</u>
<u>25%+</u>	<u>Not Buildable</u>	<u>Not Buildable</u>

* Average Slope of Lot shall be determined in accordance with the provisions of Section 3.1.11.5 of the Alpine City Development Code.

2. The City Council may, with a recommendation from the Planning Commission and with input from the applicant, modify lot lines to reduce angles, corners, and odd configurations when:

- a. A concept plan has been provided which meets the criteria set forth in section 3.3.4.1;
- b. The modified concept plan does not have any more or less lots than were shown in the concept plan;
- c. The modified concept plan does not contain any lots which have less than 110 feet of frontage or 20,000 square feet in total area.
- d. The lots within the modified concept plan each contain a minimum 20,000 square feet of area outside the mapped 100-year flood plain areas.

~~1. Density. The density for a project area shall be determined by the City upon a detailed slope analysis of the proposed project area in accordance with the following schedule. Calculations ending a fraction shall be rounded to the nearest whole number.~~

Density (in acres per dwelling unit)
Percent of Slope — CR-20,000

0	9.9%	0.58 acre/unit
40	14.9%	0.86 acre/unit
45	19.9%	1.15 acre/unit
20	24.9%	1.72 acre/unit

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25 — 29.9% — 2.30 acre/unit
 30+% — 5.00 acre/unit

Example of Density Slope Calculations

Percent of Slope	Area within Slope Range (acres)	Required Area per Dwelling Unit (acres/unit)*	Allowable Lots**
0 - 9.9%	5.97	0.58	10.30
10 - 14.9%	0.89	0.86	1.04
15 - 19.9%	0.22	1.15	0.19
20 - 24.9%	0.16	1.72	0.09
25 - 29.9%	0.08	2.30	0.03
30 + %	0.18	5.00	0.04
Total	7.50		11.69 = 12 lots

* Required area per dwelling is found in the density table above.

** Allowable lots is determined by dividing the area within the slope range by the required area per dwelling unit. For example, in the slope range 10-14.9% divide 0.89 (area within slope range) by 0.86 (required area per dwelling unit).

Example: 7.50 acres in the CR-20,000 zone

2. Lot Area and Lot Width. The minimum lot width shall be 20,000 square feet with a minimum 110 feet measured at the front setback.

CR-40,000 ZONE

3.4.4 DENSITY, LOT AREA AND WIDTH REQUIREMENTS - SINGLE FAMILY DWELLINGS.

1. The minimum area and width requirements of a zoning lot shall be determined upon the average slope of the lot and shall conform to the following schedule:

Average Slope of Lot*	Minimum Area (in Square feet)	Minimum Width (at min. front setback)
0 - 9.9%	40,000 (.92 ac.)	110 ft.
10 - 14.9%	60,000 (1.36 ac.)	150 ft.
15 - 19.9%	80,000 (1.84 ac.)	200 ft.
20 - 24.9%	120,000 (2.76 ac.)	250 ft.
25%+	Not Buildable	Not Buildable

* Average Slope of Lot shall be determined in accordance with the provisions of Section 3.1.11.5 of the Alpine City Development Code.

2. The City Council may, with a recommendation from the Planning Commission and with input from the applicant, modify lot lines to reduce angles, corners, and odd configurations when:

a. A concept plan has been provided which meets the criteria set forth in section 3.4.4.1;

- b. The modified concept plan does not have any more or less lots than were shown in the concept plan;
- c. The modified concept plan does not contain any lots which have less than 110 feet of frontage or 40,000 square feet in total area.
- d. The lots within the modified concept plan each contain a minimum 40,000 square feet of area outside the mapped 100-year flood plain areas.

~~1. Density. The density for a project area shall be determined by the City upon a detailed slope analysis of the proposed project area in accordance with the following schedule. Calculations ending a fraction shall be rounded to the nearest whole number.~~

Density (in acres per dwelling unit)
Percent of Slope — CR-40,000

0	9.9%	1.00 acre/unit
10	14.9%	1.50 acre/unit
15	19.9%	2.00 acre/unit
20	24.9%	3.00 acre/unit
25	29.9%	4.00 acre/unit
30 + %		5.00 acre/unit

Example of Density Slope Calculations

Percent of Slope	Area within Slope Range (acres)	Required Area per Dwelling Unit (acres/unit)*	Allowable Lots**
0 - 9.9%	11.89	1.00	11.89
10 - 14.9%	4.53	1.50	3.02
15 - 19.9%	0.00	2.00	0.00
20 - 24.9%	0.00	3.00	0.00
25 - 29.9%	0.00	4.00	0.00
30 + %	0.00	5.00	0.00
Total	16.42		14.91 = 15 lots

* Required area per dwelling is found in the density table above.

** Allowable lots is determined by dividing the area within the slope range by the required area per dwelling unit. For example, in the slope range 10-14.9% divide 4.53 (area within slope range) by 1.50 (required area per dwelling unit).
Example: 16.42 acres in the CR-40,000 zone

~~2. Lot Area and Lot Width. The minimum lot width shall be 40,000 square feet with a minimum 110 feet measured at the front setback~~

EXHIBIT A
2014 PROPOSED LAYOUT VS APPROVED AFTER ORDINANCE CHANGE

Proposed 2014 layout - Met ordinance at the time



Approved 2014 layout - After ordinance was changed



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EXHIBIT B
PROPOSED CODE CHANGE, SECTION 3.3.4, CR-20,000 ZONE

3.3.4 DENSITY, LOT AREA AND WIDTH REQUIREMENTS - SINGLE FAMILY DWELLINGS.

1. The minimum area and width requirements of a zoning lot shall be determined upon the average slope of the lot and shall conform to the following schedule:

Average Slope of Lot*	Minimum Area (in Square feet)	Minimum Width (at min. front setback)
0 - 9.9%	20,000 (.46 ac.)	110 ft.
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15 - 19.9%	40,000 (.92 ac.)	110 ft.
20 - 24.9%	60,000 (1.37 ac.)	110 ft.
25%+	Not Buildable	Not Buildable

* Average Slope of Lot shall be determined in accordance with the provisions of Section 3.1.11.5 of the Alpine City Development Code.

2. The City Council may, with a recommendation from the Planning Commission and with input from the applicant, modify lot lines to reduce angles, corners, and odd configurations when:
- a. A concept plan has been provided which meets the criteria set forth in section 3.3.4.1;
 - b. The modified concept plan does not have any more or less lots than were shown in the concept plan;
 - c. The modified concept plan does not contain any lots which have less than 110 feet of frontage or 20,000 square feet in total area.
 - d. The lots within the modified concept plan each contain a minimum 20,000 square feet of area outside the mapped 100-year flood plain areas.

EXHIBIT C
PROPOSED CODE CHANGE, SECTION 3.4.4, CR-40,000 ZONE

3.4.4 DENSITY, LOT AREA AND WIDTH REQUIREMENTS - SINGLE FAMILY DWELLINGS.

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 - b. The modified concept plan does not have any more or less lots than were shown in the concept plan;
 - c. The modified concept plan does not contain any lots which have less than 110 feet of frontage or 40,000 square feet in total area.
 - d. The lots within the modified concept plan each contain a minimum 40,000 square feet of area outside the mapped 100-year flood plain areas.

ORDINANCE NO. 2018-08

**AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.3.4 AND
ARTICLE 3.4.4 - DENSITY, LOT AREA, AND WIDTH REQUIREMENTS
IN THE CR-20,000 AND CR-40,000 ZONES.**

WHEREAS, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance to allow minor subdivisions to be approved administratively; and

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

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

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

The Amendments to Article 3.3.4 and Article 3.4.4 contained in the attached document will supersede Article 3.3.4 and Article 3.4.4 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 9th day of October 2018.

Troy Stout, Mayor

ATTEST:

Charmayne G. Warnock, Recorder

3.3.4 DENSITY, LOT AREA AND WIDTH REQUIREMENTS - SINGLE FAMILY DWELLINGS.

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- a. A concept plan has been provided which meets the criteria set forth in section 3.4.4.1;
- b. The modified concept plan does not have any more or less lots than were shown in the concept plan;
- c. The modified concept plan does not contain any lots which have less than 110 feet of frontage or 40,000 square feet in total area.
- d. The lots within the modified concept plan each contain a minimum 40,000 square feet of area outside the mapped 100-year flood plain areas.