



ALPINE CITY COUNCIL MEETING

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a meeting on **Tuesday, December 13, 2016 at 5:00 p.m.** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

I. CALL MEETING TO ORDER*

II. EXECUTIVE SESSION: Discuss the professional character, conduct or competency of personnel.

III. RETURN TO OPEN MEETING at 7:00 pm.

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

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

V. CONSENT CALENDAR

- A. Approve minutes of the November 9, 2016 City Council meeting**
- B. Clarification on minutes of September 13, 2016**
- C. Purchase of Hooklift Truck - \$73,099.80**
- D. Bond Release - Three Falls Phase 1 Water Tank - \$121,562.00**

VI. REPORTS AND PRESENTATION

- A. Utah Lake, TSSD report – Dale Ihrke**

VII. ACTION/DISCUSSION ITEMS

- A. Audit Report – Greg Ogden:** The independent auditor will present the Audit for Fiscal Year 2015-16
- B. Steve White – Utility Bill:** The Council will hear a request to reduce a water bill due to a leak.
- C. Ordinance No. 2016-21, Changing the Composition of the Planning Commission.** The Council will consider approving an ordinance to change the quorum for Planning Commission from four members to three members.
- D. PUBLIC HEARING:**
 - 1. Amendment to the Storm Water Management Article of the Municipal Code – Clean Streets**
 - 2. Summit Pointe Subdivision Concept Plan – 4 lots on approximately 30 acres on 600 North/Lakeview Drive**
- E. Ordinance No. 2016-25, Amendment to the Storm Water Management Article of the Municipal Code Part 14-405 (5) Clean Streets**
- F. Alpine Ridge Subdivision Concept Plan – Paul Kroff:** The proposed subdivision consists of 71 lots on 189.5 acres with 124 acres of open space located on the northeast side of Alpine.
- G. Meeting Schedule for 2017**
- H. Resolution No. R2016-10 – Updating Construction Specifications for Public Improvements**
- I. Alpine City Hall Art Work**

VIII. STAFF REPORTS

IX. COUNCIL COMMUNICATION

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

ADJOURN

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

Sheldon Wimmer
December 9, 2016

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need a special accommodation to participate, please call the City Recorder's Office at (801) 756-6347 x 4.

CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main and sent by e-mail to The Daily Herald located in Provo, UT, a local newspaper circulated in Alpine, UT. This agenda is also available on our web site at www.alpynecity.org and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html

PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

Public Hearing v. Public Meeting

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

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

ALPINE CITY COUNCIL MEETING
Alpine City Hall, 20 N. Main, Alpine, UT
November 9, 2016

I. CALL MEETING TO ORDER: Mayor Sheldon Wimmer called the meeting to order at 6:00 pm.

MOTION: Lon Lott moved to adjourn to Executive Session for the purpose of discussing the professional character, conduct or competency of personnel. Kimberly Bryant seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant, Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion passed.

II. EXECUTIVE SESSION: The Council went into closed session at 6:00 pm. The following were present at the Executive Session:

Mayor Sheldon Wimmer

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

Staff: Rich Nelson

III. RETURN TO OPEN MEETING: The Council returned to open meeting at 6:50 pm. The regular meeting was called to order at 7:00 pm by Mayor Sheldon Wimmer.

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

Mayor Sheldon Wimmer

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

Staff: Rich Nelson, Charmayne Warnock, Shane Sorensen, Jason Bond, Chief Brian Gwilliam

Others: Bob Antrim, Clive Walters, Bryon Prince, Loraine Lott, Jordan Larsen, Jessica Smuin, Marty Smuin, Mary Wimmer, Erika Christensen, Annette, Flygare, Jeremy Thatcher, Dan Wheeler, Dave Hansen, Howard Cooper, Angie Duty, Darrell Duty, Brenten Frazier, Cherie Pulham, Sarah Blackwell, Jack Tait, Kristine Tait, Steve McArther, Jill Bergman, Kathy Palmer, Melanie Ewing, Brooke Wheeler, Colin Stanley, Tanner Ewing, Nancy Brown, Terry Brown

B. Prayer: Lon Lott

C. Pledge of Allegiance: Ramon Beck

IV. PUBLIC COMMENT

Chief Brian Gwilliam said this would be the last meeting for Rich Nelson, the Alpine City Administrator. He said Mr. Nelson had been very influential in his career over the last four years and he wanted to express his appreciation. He said he would like to take a master's program from Rich Nelson because he seemed to know everything there was to know about administration and managing people. He wanted to publicly thank him for everything he had done for him and for the police department. Chief Gwilliam presented him with a plaque and a big jar of nuts.

Rich Nelson thanked him and said one of the nicest things that had happened while he was city administrator was hiring Brian Gwilliam as the police chief. He had done a magnificent job.

V. CONSENT CALENDAR: Mayor Wimmer postponed approval of the Consent Calendar until Shane Sorensen was present because he needed to discuss an item on the calendar. Shane Sorensen and Roger Bennett were excused for a time because they at an Alpine Irrigation meeting.

VI. ACTION/DISCUSSION ITEMS

Mayor Wimmer moved Item E up on the agenda because the developer had to leave the meeting.

E. White Pine Subdivision Final Plat – Clive Walters/Ivory Homes: Jason Bond said the proposed subdivision consisted of 9 lots and was located on the corner of 300 North and Bristol Court in the CR-20,000 zone on 5.68 acres. 300 North would be widened to the boundary line of the subdivision. The developer did not control

1 the land beyond that so that section of 300 North would remain as it was. The portion that would be widened would
 2 be a fullwidth street with curb, gutter and sidewalk. There was an existing home on the corner that would remain. He
 3 said the Planning Commission had reviewed the final plan and recommended approval with a couple of conditions.

4
 5 **MOTION:** Troy Stout moved to grant final approval to the White Pines Subdivision subject to the following
 6 conditions:

- 7
- 8 1. The developer meet the water policy and provide a construction cost estimate prior to recordation.
- 9 2. The developer correct the minor redlines on the plan.

10
 11 Ramon Beck seconded. Ayes: 4 Nays: 0. Troy Stout, Ramon Beck, Kimberly Byrant, Lon Lott voted aye. Motion
 12 passed. Roger Bennett was not present at the time of the motion.

13
 14 **A. Ordinance No. 2016-24 – Amendments to the Open Space Ordinance (Section 3.16.4) – Jessica**
 15 **Smuin:** Jason Bond said Alpine City ordinances allowed residents to propose changes to the ordinances and that
 16 was the case with this proposal. After a resident proposed an ordinance, a public hearing was held by the Planning
 17 Commission who then considered the ordinance and made a recommendation to the City Council. He said the public
 18 hearing had been held and the Planning Commission had reviewed the proposed ordinance and recommended
 19 approval subject to a couple of modifications which were reflected in the clean copy of the ordinance. If the City
 20 Council wanted to make any changes, those changes would be made and brought back to a later meeting.

21
 22 Section 3.16.4.2 currently stated: *Land included in these parks shall not be disposed of in any manner or used for*
 23 *any other purpose than specified herein except after a recommendation of the Planning Commission and a public*
 24 *hearing and by a super majority vote of the City Council (4 positive votes are required).*

25
 26 The language amending the ordinance was proposed by resident Jessica Smuin, and is highlighted in brown.

27
 28 Section 3.16.4.2. *Land included in these parks, along with Lambert Park, shall not be changed, improved, altered,*
 29 *easements granted or disposed of in any manner or used for any other purpose than specified herein. Changes*
 30 *include but not limited to removal or alteration of existing trails, creation of or improvement to roads (paved or*
 31 *nonpaved), creation or improvement to access points or any other changes to park's present and essential and*
 32 *defining characteristics except after a recommendation of the Planning Commission and a public hearing and by a*
 33 *super majority vote of the City Council (4 positive votes out of five city council members are required).*

34
 35 Troy Stout said one of his concerns was if the proposed changes were redundant with language they already had on
 36 the books. He said it was his understanding that anything proposed in Lambert Park required a supermajority vote.
 37 But it may not go as far as they wanted in other areas.

38
 39 Sheldon Wimmer said the language did not mention normal maintenance of the park and that needed to be included.

40
 41 Troy Stout said that they needed to clarify what it meant to alter a trail. Maintaining or a rerouting an existing trail
 42 wouldn't necessarily need to go through the process but if a trail was added or eliminated, that would need to be
 43 addressed by the process.

44
 45 Lon Lott said that at the Planning Commission meeting, Bryce Higbee altered some of the language which Mrs.
 46 Smuin had proposed. They asked her if she was okay with the alteration and she indicated she was. He said Bryce
 47 Higbee didn't want to include maintenance items, but the process would include closing off or adding a trail. He said
 48 the Planning Commission had also talked about the possible need for parking in certain areas of the park. They felt a
 49 supermajority vote would be required to build something like that. The thing that was left out was that all parks
 50 would fall under the same requirements.

51
 52 Troy Stout said Lambert Park was different from Creekside Park in that they wouldn't be putting in a swing set but
 53 there were other issues unique to Lambert Park. Some people may not think it was a big deal to remove scrub oak
 54 but others would. He asked if they should go farther in the ordinance and say something about removing trees.

1 David Church reminded the Council that they shouldn't read Section 3.16.4.2 in isolation. They would want to read
2 the whole open space ordinance. The amended paragraph would not add or take away from the rest of the ordinance.
3 He said that if they read the whole ordinance, they would find it contained the definition of improved spaced and
4 unimproved spaces.

5
6 Lon Lott said one thing that was specific to Lambert Park was that dogs did not need to be on leash. Likewise, there
7 were places in the rest of the ordinances that detailed things specific to other parks.

8
9 David Church noted that Lambert Park was not just natural open space. There were also areas of improved open
10 space. Section 3.16.4.2 referred to all parks.

11
12 Jason Bond said they didn't have a master plan for Lambert Park and there were lots of different feelings about what
13 the park was. It was used for bicycles, rodeos grounds, public works projects. There was no plan that defined those
14 uses. If they had something on paper, it would be easier to react to proposals in the park.

15
16 Troy Stouts said that primarily people were concerned about maintaining Lambert Park as natural open space. They
17 were concerned about the potential for a road or selling off part of the park.

18
19 Mayor Wimmer asked if the Council felt the proposed ordinance addressed the issues. Troy Stout said he felt they
20 would probably add to it. They had been negotiating with the mountain bike teams who had increased the use of the
21 park. He said he agreed with Jason Bond that they needed a fully developed plan for Lambert Park. He would like to
22 see something that permanently preserved the open space. Lon Lott said he thought the issue of maintenance was
23 covered in the rest of the ordinance.

24
25 Jason Bond said the clean copy of the ordinance in front of them contained the language recommended by Planning
26 Commission.

27
28 **MOTION:** Troy Stout moved to accept the Planning Commission recommendation and adopt Ordinance No. 2016-
29 24. Kimberly Bryant seconded. Ayes: 4 Nays: 0. Troy Stout, Ramon Beck, Kimberly Bryant, Lon Lott voted aye.
30 Motion passed. Roger Bennett was not present at the time of the motion.

31
32 **B. Alpine Cove Annexation Petition:** Richard Thomson and Jim Gray, residents of Alpine Cove,
33 submitted a petition for Alpine City to annex Alpine Cove. The Cove was an existing subdivision developed and
34 recorded in Utah County in the 1980s with 62 lots on approximately 76 acres. Richard Thomson said Jim Gray had
35 started working on annexing Alpine Cove into Alpine City 18 years ago. In the last few months, they had obtained
36 signatures from 65% of the property owners in Alpine Cove who supported annexation. He said there were some
37 residents of Alpine Cove who were opposed to the annexation due to anticipated changes in the environment and
38 increased density around them.

39
40 Kimberly Bryant said that when it came to annexations, she was cautious. She loved the Cove and had lots of friends
41 there but she felt her responsibility was to the citizens of Alpine. She wanted to know what Alpine City would get if
42 they annexed Alpine Cove.

43
44 Shane Sorensen said they would get an increase in class C road funds which were based on mileage and the Alpine
45 Cove property taxes. They would also get more utility taxes or franchise fees.

46
47 Troy Stout wanted to know what it would cost the City to support the newly annexed area.

48
49 David Church said the applicants had submitted a petition which would only begin the process. The City was not
50 committing to annexation at this point. He said at that point they only had rudimentary costs. They knew what the
51 property taxes would be but the incremental cost of services couldn't be determined. They didn't know if they would
52 need another snowplow to plow the roads. The Cove had their own water system which they wanted to maintain and
53 the City already provided sewer service to the Cove. But if they were annexed, the City's revenue from sewer would
54 go down. The property taxes for the Cove residents would go down but their franchise fees would go up. There
55 would be some financial differences for the Cove but right now no one had the details on what the cost would be to

1 the City. He recommended the Council accept the petition and begin the process, then the City could decide if the
2 cost-benefit analysis worked out. He anticipated it would be a breakeven proposition.

3
4 It was pointed out that, except for 8 vacant lots, the Cove was largely developed so the City wouldn't receive much
5 in the way of impact fees.

6
7 Chief Brian Gwilliam said the City would be providing police and EMS service to the Cove. Currently they
8 responded to emergencies when the county officers were too far away. Lone Peak PSD provided fire service and the
9 District received money from the county for that.

10
11 Troy Stout asked what it would take to bring the roads up to city standards. Shane Sorensen said they wouldn't
12 annex the Cove without the roads being overlaid. The County had said they were going to do that. He said the roads
13 and water were the two main things that needed to be studied during the process.

14
15 **MOTION:** Kimberly Bryant moved to accept the Alpine Cove annexation petition to start the process. Lon Lott
16 seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant, Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion
17 passed.

18
19 **Consent Calendar**

20
21 **A. Approve minutes of October 25, 2016 City Council meeting**

22 **B. Three Falls Phase 1 Water Tank Bond Release - \$173,660.00**

23 **C. Approve purchase of parks utility vehicle - \$23,898.88**

24
25 Shane Sorensen said the parks utility vehicle would be used to clean and maintain restrooms. With the additional
26 restrooms in the City, they were stretched a little more and spent a lot of time traveling between sites since the parks
27 vehicle they had didn't go very fast. The new one would travel faster so they expected to save time and money with
28 that. They would surplus the old one which would help offset the increased cost of the new vehicle. The new one
29 cost \$3,000 over what they had budgeted.

30
31 **MOTION:** Lon Lott moved to approved Consent Calendar. Troy Stout seconded. Ayes: 5 Nays: 0. Lon Lott,
32 Kimberly Bryant, Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion passed.

33
34 **C. T-Mobile Tower Antennae Upgrade.** Jason Bond said T-Mobile had come in earlier last year for an
35 upgrade and still had a building permit that needed to be issued. This would probably replace the earlier permit.
36 They owned the top level of the tower in Lambert Park and the upgrade would take the antennae slightly higher. The
37 Planning Commission had reviewed it and recommended approval with the condition that it would be painted to
38 match the existing equipment. Renderings of the site were included in the packet.

39
40 **MOTION:** Troy Stout moved to approve the T-Mobile tower antennae upgrade with the painting as recommended
41 by the Planning Commission. Kimberly Bryant seconded. Ayes: 5 Nays: 0. Troy Stout, Ramon Beck, Roger
42 Bennett, Kimberly Bryant, Lon Lott voted aye. Motion passed.

43
44 **D. Wood Acres Estates – Minor subdivision – Steve McArthur:** Jason Bond said this was a minor
45 subdivision consisting of three lots located at the corner of Westfield Road and Sunset Drive. Two of the lots
46 already had homes on them. The property lines of the two existing lots had been adjusted to create a third lot. The
47 Planning Commission had reviewed the plat and recommended approval subject to several conditions.

48
49 **MOTION:** Ramon Beck moved to approve Wood Acres Estate with the following conditions:

- 50
51 1. The developer work with staff to submit a plan to supply pressurized irrigation to lot 2.
52 2. The developer meet the water policy.
53 3. The developer provide a cost estimate and bond for the construction of public infrastructure.

54
55 Troy Stout seconded. Ayes: 5 Nays: 0. Troy Stout, Ramon Beck, Roger Bennett, Kimberly Bryant, Lon Lott voted
56 aye. Motion passed.

1
2 **F. Ordinance No. 2016-23, Amendments to the Home Occupation Ordinance:** Jason Bond said the
3 Planning Commission had questions about whether the intention of the ordinance was being applied to such
4 businesses as preschools, swimming lessons, etc. He said he had made several recommendations to the Planning
5 Commission. Businesses like swimming lessons or horse riding lessons which were conducted outside the home
6 could be reviewed on a case by case basis. It was his understanding that as long as the home functioned as a home
7 and the business was clearly incidental to the residential nature of the home, and did not jeopardize the residential
8 nature of the neighborhood including traffic impact, it would comply.
9

10 Steve Cospers said that was why they called home occupations a conditional use. The intent was to keep the primary
11 use residential but allow some latitude for home occupations. The owners of the last two preschools had gotten
12 signatures from their neighbors about the traffic and use. If the Planning Commission saw more than eight students,
13 it would raise some alarms.
14

15 David Church said state licensing requirements governed how many children could be in a home preschool or day
16 care. If they exceeded a certain number, they had to be a commercial location with other regulations. Preschools and
17 day cares were self-limiting as home occupations.
18

19 **MOTION:** Lon Lott moved to approve Ordinance No. 2016-23 amending the Home Occupation Ordinance with
20 the following changes as recommended by the Planning Commission.
21

- 22 1. Criteria #2: The home occupation is conducted entirely within the livable area of a dwelling or
23 attached garage. Business outdoor activities such as swimming lessons, tennis lessons, horseback
24 riding lessons or other similar activities as determined by the Planning Commission may be considered
25 as a home occupation.
- 26 2. Criteria #4: The home occupation does not involve the use of any accessory buildings or yard space
27 for storage outside of the dwelling or attached garage.
- 28 3. Criteria #9: The home occupation shall not occupy an area not more than the equivalent of twenty-five
29 percent (25%) of the livable area of the dwelling or 1000 square feet, whichever is less. The livable
30 area does not include the garage
31

32 Ramon Beck seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant, Roger Bennett, Ramon Beck, Troy Stout
33 voted aye. Motion passed.
34

35 **G. Fort Canyon Public Information Contract.** Shane Sorensen said Horrocks Engineers had submitted a
36 proposal to be Alpine City's Public Information Contact for the construction work being done in Fort Canyon. The
37 proposal had been emailed to the Council and they received a copy of it at the meeting. Shane Sorensen said it was
38 difficult to estimate the number of hours they would put into the project but he expected it would be heavy during
39 the fall and winter of this year and lighter next year. Horrocks would be the clearing house for all the information so
40 there wouldn't be conflicting reports. There would be a hotline for residents to call plus a website with information.
41 The contract allowed the City to add or reduce the number of hours. The total amount would not exceed the contract.
42 The total based on the hourly assumption was \$43,283. Rich Nelson had told the developers that they would be
43 paying half the cost. Developer Will Jones was present and said he would be happy to do that.
44

45 Shane Sorensen said that Saratoga Springs had used Horrocks when they installed their pressurized irrigation meters
46 and it had worked very well. This was an open-ended contract and if it didn't work out, they could end it.
47

48 **MOTION:** Troy Stout moved to approve the contract with Horrocks Engineers as the Public Information Contact
49 for the construction work in Fort Canyon. Ramon Beck seconded. Ayes: 5 Nays: 0. Troy Stout, Ramon Beck, Roger
50 Bennett, Kimberly Bryant, Lon Lott voted aye. Motion passed.
51

52 **H. Test Well Engineering and Construction Management Contract:** Shane Sorensen said he had been
53 working with Horrocks Engineers and Loughlin Water Associates on a contract for the engineering portion of
54 drilling the test well. The contract included bidding out the drilling of the test well, testing and logging results during
55 the drilling process, and preparing a test report. The cost would not exceed \$40,783.
56

1 Mr. Sorensen said they were also trying to work out some things on the location of well which they would discuss in
 2 closed session because it would involve land acquisition. However, because of the meeting schedule for the next few
 3 months with only one meeting in November and one in December, he would like to have the contract approved so
 4 they could get underway.

5
 6 **MOTION:** Ramon Beck moved to approve the Test Well Engineering and Construction Management Contract
 7 with Horrocks Engineers. Roger Bennett seconded. Ayes: 5 Nays: 0. Ramon Beck, Roger Bennett, Kimberly
 8 Bryant, Lon Lott, Troy Stout voted aye. Motion passed.

9
 10 **I. Planning Commission Appointments.** Mayor Wimmer reported that Planning Commission member
 11 Steve Swanson had asked to be replaced. He proposed they appoint John Gubler to the vacancy. Mr. Gubler had a
 12 background in real estate but was not a developer.

13
 14 Jason Bond said John Gubler had called him about a year ago and said he was interested in serving on the Planning
 15 Commission so when the vacancy came up, he had referred him to the Mayor. He said the best qualification for
 16 Planning Commission was someone who had an open mind, would read the packets and come to the meetings.
 17 Ramon Beck said he knew him and he was a good man. Lon Lott said he had seen him at the Planning Commission
 18 meetings.

19
 20 Kimberly Bryant said there were others who would like to do it. Mayor Wimmer said that when he put out a call, he
 21 had only two people come forward.

22
 23 Troy Stout asked the Mayor if he was proposing to reduce the number of Planning Commission members. Mayor
 24 Wimmer said the Planning Commission had discussed it at their last meeting and preferred to still have seven
 25 members, but they would consider reducing the number for a quorum to three members. They were working on it
 26 with David Church.

27
 28 **MOTION:** Troy Stout moved to accept the appointment of John Gubler to the Planning Commission. Kimberly
 29 Bryant seconded. Ayes: 5 Nays: 0. Troy Stout, Ramon Beck, Roger Bennett, Kimberly Bryant, Lon Lott voted aye.
 30 Motion passed.

31
 32 Mayor Wimmer said David Fotheringham's term on the Planning Commission was expiring the end of the year and
 33 he proposed reappointing him. He had been very faithful about attending the meetings and doing his homework.

34
 35 **MOTION:** Kimberly Bryant moved to reappoint Dave Fotheringham to the Planning Commission. Lon Lott
 36 seconded. Ayes: 5 Nays: 0. Kimberly Bryant, Lon Lott, Roger Bennett, Ramon Beck, Troy Stout voted aye. Motion
 37 passed.

38 39 VII. STAFF REPORTS

40
 41 Jason Bond

- 42 • He said there had been a lot of complaints about the electronic reader board in front of the charter school on
 43 Main Street because it was so bright and the flashing colors and movement made it a safety distraction,
 44 especially when children coming to and from the school. He had prepared a letter to send to the charter
 45 school asking them to tone down the lights and colors. If they replaced the bright graphics with a stationary
 46 logo it would be better. Kimberly Bryant said she'd received complaints and it was a safety hazard. She
 47 wanted to know why they didn't get approval for the sign. When Timberline Middle School put up their
 48 sign, it was a two -year process. Jason Bond said that schools could do anything.
- 49 • Jason Bond also reported that the Planning Commission would have only one more meeting in 2016 but it
 50 would have a big agenda and would include Eagle Point and the development for the Oberee annexed area.
 51 The Westwood subdivision which was in the recently rezoned area would also be on the agenda.

52
 53 Shane Sorensen

- 54 • The trees had been planted up by the Purple Factory but were 30 inches off the fence line because of an old
 55 irrigation culver.

- 1 • The playground for Smooth Canyon Park would be constructed in the spring. They had budgeted \$50,000
2 for it but if they added a little to it, they could also build a 20' x 20' pavilion. They planned to build a fence
3 between the park and the homes in the Smooth Canyon subdivision. One of the property owners didn't like
4 the chain link fence and preferred a wrought iron fence. Troy Stout said they could do the same thing they
5 did with the fence in Moyle Park and just contribute the cost of the chain link fence and the homeowner
6 could pay for the additional cost. He said he would also like to see additional parking for park.
- 7 • They would be replacing a pipe in the creek in Three Falls with an arched plate. It would be similar to the
8 structures on Main Street and Canyon Crest and should look nice.

9
10 Charmayne Warnock said that Mary Ann Judd Johnson, the artist who had created the paintings of old Alpine
11 currently hanging in City Hall, had come in and wanted her paintings back. They were on loan to the City for year
12 with the offer of selling them to the City for \$40,000. Thus far, they had raised \$6,000. She asked the Council if they
13 wanted her to continue to try to raise funds to purchase the art or try to negotiate to buy fewer paintings. Sheldon
14 Wimmer said there was other local artists who would like to display their art in City Hall as well and suggested they
15 negotiate to buy fewer paintings.

16
17 Rich Nelson

- 18 • Melanie Ewing wanted to know if the City wanted her to continue as the Alpine Days chairman for next
19 year. The Council indicated they wanted her to do it.
- 20 • Before they closed the budget, there were eight people who gave substantial donations for Alpine Days. He
21 wanted to give them something in appreciation for their donation.
- 22 • The TSSD and Utah Lake would be one of the political battles of the year. He asked if the Council wanted
23 a briefing on that. They said they did.
- 24 • The Christmas party last year was on the same night as council meeting but they wouldn't be able to do
25 that.

26 27 VIII. COUNCIL COMMUNICATION

28
29 Lon Lott said he was getting reminders from residents that they still had a deer problem and something needed to be
30 done about it. Mayor Wimmer said the City had started the process of dealing with the deer with DNR.

31
32 Kimberly Bryant thanked Rich Nelson for his service as the City Administrator for the past six years, and for the
33 fantastic job he had done. Rich Nelson said it had been wonderful working for Alpine City.

34 35 IX. EXECUTIVE SESSION

36
37 **MOTION:** Lon Lott moved to go into Executive Session to discuss property acquisition. Kimberly Bryant
38 seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant, Troy Stout, Roger Bennett, Ramon Beck voted aye. Motion
39 passed.

40
41 The Council went into closed session at 9:05 pm.

42
43 The Council returned to open session at 9:20 pm

44
45 **MOTION:** Kimberly Bryant moved to adjourn. Troy Stout seconded. Ayes: 5 Nays: 0. Lon Lott, Kimberly Bryant,
46 Troy Stout, Roger Bennett, Ramon Beck voted aye. Motion passed.

47
48 The meeting adjourned at 9:20 pm.

J. Alpine Ridge PRD Subdivision Concept Plan – Approximately 1425 Grove Drive – Paul Kroff:

Jason Bond said the property in question consisted of 10.6 acres. It was not part of the Oberee annexation because it was already located inside Alpine City limits in the CR-40,000 zone. The developer was requesting Council approval to develop the 10.6 acres as a PRD with nine lots and 2.6 acres of private open space. Mr. Bond said that if the same property was developed as a regular subdivision, it would have six lots and no open space. The Planning Commission had reviewed the concept and recommended approval of a PRD with the open space being public rather than private.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



I N V O I C E

1220 S. LEGACY VIEW ST. • P.O. BOX 27755
SALT LAKE CITY, UTAH 84127
(801) 975-0400
www.legacyeq.com

Invoice: 77300
Invoice Date: 11/14/16

Bill To: 1527
ALPINE CITY CORPORATION
20 NORTH MAIN

ALPINE UT 84004

Sold To: 1527
ALPINE CITY CORPORATION
20 NORTH MAIN

ALPINE UT 84004

Contact: SHANE SORENSON 801-763-9862

Terms: N30 Purchase Order No: 2016-01LEGACY EQUIP Order Tkr: BLL
Orig.Job No: 29965

VIN: 1HTWCAAR33J071196 EQ Manuf: Equip Model:
Equip Ser:

ONE (1) TBEI/CRYSTEEL CONTRACTOR BODY, SER.# 41204966, FOR HOOKLIFT
APPLICATION, AS PER QUOTATION SPECIFICATIONS.

TOTAL PRICE:	\$71,408.00
REPLACE THE AIR VALVES FOR THE CHASSIS BRAKES.	\$941.80
SANDBLAST THE CHASSIS FRAME TO FACILITATE LENGTHENING OF THE FRAME.	\$750.00
TOTAL:	\$73,099.80

Subtotal	73,099.80
Sales Tax	0.00
Freight	0.00
Total	\$ 73,099.80
Amount Paid:	0.00
Amount Due:	73,099.80

=====

ALPINE CITY
ESCROW BOND RELEASE FORM
Bond Release No. 3

BOND HOLDER

Thru Period Ending: December 6, 2016

Three Falls Phase 1 Water Tank
Location: Fort Canyon Road
 Original Bond

Item	Quantity	Units	Unit Cost	120% Unit Cost	Total Cost	% Completed This Period	% Completed To Date	Total
500,000 Gallon Water Tank	1	L.S.	\$ 458,333.33	\$550,000.00	\$550,000.00	22.10%	81.04%	\$445,702.00
TOTAL BOND AMOUNT					\$ 550,000.00	Amount Released to Date:		\$445,702.00

** At the discretion of the City, up to 80% of the total bond amount may be released as partial payments and 90% of the total will be released at final. The remainder will be held for the two year warranty period.

Previously Released: \$ 324,140.00

This Release: \$121,562.00

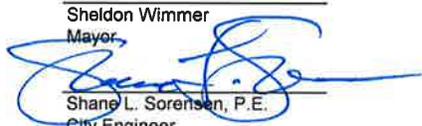
Requested by Developer:



 Will Jones

_____ Date

Approved by Alpine City:

Sheldon Wimmer
 Mayor


 Shane L. Sorensen, P.E.
 City Engineer

_____ Date

12/6/16
 _____ Date

City Council
 (by Charmayne Warnock - City Recorder)

_____ Date

CONTRACTOR'S APPLICATION FOR PAYMENT

REMIT PAYMENT TO: PROBUILD Construction Inc.

PO Box 391, Bingham Canyon, Utah 84006

P: (801) 295-1300 F: (888) 965-9661

Application No.: 3	Application Period: 11/1/2016 to 11/30/2016	Application Date: 12/5/2016
To: Three Falls Development, Inc	From: ProBuild Construction, Inc.	Via (Engineer): Horrocks & Psomas
Project: Three Falls 500K Tank		
Owner's Contract No.:	Contractor's Project No.: 2016-061 Three Falls 500K Tank	Engineer's Project No.:

ITEM NO	DESCRIPTION	BID QUANTITY	UNITS	QUANTITY COMPLETED TO DATE	UNIT PRICE	TOTAL COMPLETED
1	MOBILIZATION	1	LS	100	\$ 15,000.00	\$ 15,000.00
2	500,000 Gallon Concrete Tank	1	LS	98	\$ 457,000.00	\$ 447,860.00
3	Valve Vault	1	LS		\$ 36,000.00	\$ -
4	500,000 Gallon Tank Piping	1	LS	15	\$ 42,000.00	\$ 6,300.00

Original Contract:	\$ 550,000.00
Net Approved Change Orders:	-
Adjusted Contract:	\$ 550,000.00

Value of Work Completed to Date:	\$ 469,160.00
Materials Stored at Close of Period:	-
Net Amount Earned to Date:	\$ 469,160.00
Less 5% Retained:	23,458.00
Subtotal:	\$ 445,702.00
Less Previous Payments:	324,140.00
Amount Due This Payments:	\$ 121,562.00

REQUESTED BY: CONTRACTOR

BY: _____

DATE: _____

RECOMMENDED BY: Horrocks & Psomas

BY: David P. Horrocks (Horrocks)

DATE: 12/6/16

APPROVED BY: OWNER

BY: [Signature]

DATE: _____

Contractor's Certification:

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

To: Rich Nelson <rnelson@alpinecity.org>

Subject: Updates on TSSD

Rich, here is an update on issues at TSSD.

The September Board meeting was more routine. The improvement project for the composting process area is in its final stages with just punch list items remaining. The town of Vineyard is really taking off with construction of new single and multifamily developments, and plant flows from Vineyard are now significantly higher than couple of years ago. This is not a problem as it was planned as part of the plant expansion completed in 2015. TSSD staff are still preparing RFPs for the Asset Management study and for the replacement of process air blowers. Lastly, there was continued discussion on the Utah lake algae issue.

In June, the Utah Department of Water Quality (DWQ) released it's 2016 Draft Integrated report on Water Quality for Utah. Comments from stakeholders were due on September 8th. In the report, Utah Lake was listed as an impaired water body for Harmful Algae Blooms and Total Phosphorus. And as a result, Utah Lake was given a high priority for development of Total Daily Maximum Load Analysis. This is the first time Utah Lake has been listed as impaired for algae blooms (it was listed as impaired for phosphorus in 2014). This means that DWQ views the algae blooms as a high priority and believes that total phosphorus concentration in the lake is the major driver for the algae blooms. They have set aside \$1 million to conduct the Total Maximum Daily Load (TMDL) for phosphorus which will be conducted over the next 12 - 24 months. After the TMDL is complete it is believed that DWQ will set numeric limits for phosphorus on wastewater treatment plants that discharge into Utah Lake. TSSD along with many other wastewater districts submitted comments on the draft Integrated Report. Many including TSSD argued that listing Utah Lake impaired for algae blooms and phosphorus was inappropriate since the science hasn't been completed to show phosphorus as the limiting factor for algae. They also argued that the blooms of 2016 were not any worse than blooms that have occurred in the past and wondered why the algae blooms of 2016 seem so significant to DWQ. Districts also argued that using algae cell count as an indicator of water quality was not an adequate and that they need to use toxicity measurements as the true indicator of water quality. Here is a link to the DWQ website where you can find the Integrated Report and responses from wastewater agencies.

<http://www.deq.utah.gov/ProgramsServices/programs/water/wqmanagement/assessment/currentIR2016.htm#comment>

Wastewater agency representatives have been working with DWQ on nutrient (phosphorus and nitrogen) issues since 2012 before the 2016 Integrated draft report came out, and there was general agreement that an Adaptive Management approach toward nutrients was acceptable to the wastewater community and to DWQ. Adaptive Management is where incremental steps are taken to see if there are improvements or not, and then taking additional steps as needed to achieve the desired water quality goals. Adaptive Management allows time for incremental changes to be implemented and then time to see if they made any difference. This approach allows time for good science to be done to determine if the change made any difference. Adaptive Management is the least costly approach to ratepayers. In 2014, when DWQ set a 1 mg/l limit on phosphorus from wastewater treatment plant discharges this was part of the Adaptive Management approach. The 1 mg/l phosphorus limit was considered technically feasible and cost effective for plants to achieve and there was agreement that after implementation time would be taken to see if it had the desired effect before additional steps were taken. The 1 mg/l was to be achieved by Jan 2020 and wastewater plants were working toward this change including TSSD.

However, because of the recent algae blooms in Utah Lake, DWQ has decided that the Adaptive Management approach is too slow and instead are moving toward a numeric limits approach for phosphorus. This is where DWQ establishes a numeric limit for phosphorus using TMDLs. This rapid change from a Adaptive Management Approach to a Numeric limits approach has caught the wastewater community off guard. Whatever the numeric phosphorus limits come out of the TMDL is what the wastewater agencies must

achieve. DWQ is convinced that phosphorus concentration is what is driving the algae blooms and that it must be controlled. In order to control algae blooms using phosphorus as a limiting nutrient the phosphorus concentration in the lake will need to get as low as 0.05 mg/l. This means that instead of treatment plants meeting the 1 mg/l limit by 2020 they may be required to go lower than 0.1mg/l. This change will potentially cost TSSD ratepayers 10's of millions in additional capital expenditures as new treatment facilities (chemical addition with filtration) will be required to meet these lower phosphorus levels, and millions per year in additional ongoing O&M expenses in chemicals, labor and sludge disposal costs.

The special TSSD Board meeting held on October 12th was meant to bring the TSSD Board and elected officials from the participating cities up to speed on these new developments. The meeting wasn't as well attended as it could have been. Fortunately we had two representatives from Alpine, Council member Roger Bennett and Shane Sorensen both attended the meeting. Here are some of the takeaways I got from the meeting.

- DWQ is convinced that phosphorus is the limiting factor in algae blooms, but significant evidence shows that phosphorus is not limiting
 - . It is just as likely that light penetration limits algae growth due to the lakes natural turbidity

If phosphorus is not limiting and DWQ imposes extremely low limits of phosphorus on treatment plants it may not make any difference in the long run to the frequency or magnitude of algae blooms.

- DWQ is convinced that if they control phosphorus from treatment plants they can reduce algae blooms. This assumption may not be valid since there are numerous sources of phosphorus into Utah Lake (snow melt, storm runoff, agricultural discharges, atmospheric sources, re suspension from lake sediments etc.) that will potentially keep phosphorus levels high enough to allow algae to continue to bloom.
- A numeric limit approach as opposed to Adaptive Management does not allow the time for good science to be conducted to truly understand what is driving algae blooms in Utah Lake. Once treatment plants spend 100s of millions on new facilities to remove phosphorus to extremely low levels and then later on if the science shows it wasn't necessary or it didn't work as planned, its to late, the money is spent.
- DWQ seems convinced that the algae blooms today are worse than historic incidents, but the data on this point is not conclusive. They are also convinced that phosphorus levels are higher today than in the past even though there is evidence that that is not the case.
- There is evidence to suggest that Utah Lake has been a shallow, turbid, slightly salty, eutrophic (high nutrient levels) lake for hundreds of years and algae blooms have been a part of that history. It is uncertain what DWQ goals are regarding Utah Lake water quality. It will never be a pristine clear water lake, that's not its natural state. If their goal is just to control algae blooms, the wastewater community is not convinced that DWQ fully understands what's driving the algae blooms, the best way to control it, and if it even needs to be controlled through phosphorus limits.

I was unable to attend the Oct 20th meeting with the DWQ and the Board meeting that followed since it was fall break and I was out of town with my family. I was able to talk to Jon Adams, the General Manager of TSSD and he gave me this update. Walt Baker from DWQ gave a slide show presentation to the Board on why DWQ

feels they have to do something about nutrients in Utah Lake. Jon said there was not time after the presentation for Q&A which frustrated a lot of the Board members. There was some discussion at the Board meeting, following DWQs presentation, about joining the lobbying effort being spearheaded by Central Davis Sewer District to help slow down DWQs push for numeric limits for phosphorus in Utah Lake.

I feel this is a very important issue for TSSD and all the ratepayers, and something that the City's should get involved with from a policy/political approach. It is estimated that there is roughly 18 months max to convince DWQ to go back to the Adaptive Management approach. Unfortunately wastewater agencies have essentially lost the battle with DWQ regarding this issue and DWQ is moving forward with the TMDL and numeric limits approach. Some Cities have written to legislative leaders and the governors office about this issue. But it is believed that more City's need to get involved and make their voice heard. That's why there is an effort to get more City's educated on this issue and hopefully then be willing to write the Governor's office and the legislature. The first step is education of City councils and Mayors. I would be happy to arrange for a presentation to be given at an upcoming Alpine City council meeting or other appropriate meeting. I think we can get Leland Meyer from Central Davis to come and present to the Council. His presentation can be tailored to the time needs of the council.

Let me know if the Council wants a presentation on this important subject.

Thanks,

Dale

ALPINE CITY COUNCIL AGENDA

SUBJECT: Steve White Utility Bill Adjustment

FOR CONSIDERATION ON: 13 December 2016

PETITIONER: Steve White

ACTION REQUESTED BY PETITIONER: Approve the adjustment

APPLICABLE STATUTE OR ORDINANCE:

PETITION IN COMPLIANCE WITH ORDINANCE:

BACKGROUND INFORMATION: Steve White lives at 398 N. Matterhorn Drive. This is his second request for an adjustment to the water portion of his utility bill which was \$1,075.00. A water pipe on the far side of the garage was broken so the leak was not noticed for some time. Once it was discovered, the leak was repaired.

Mr. White also had a previous leak in 2015 for which he received an adjustment in the amount of \$753.69 when it was repaired.

STAFF RECOMMENDATION:

Consider approving an adjustment.

14-117. RATES AND CONNECTION FEES. The rates, penalty fee for delinquency in payment, connection fee, reservoir fee, inspection fee and other charges incidental to connection and services from the city water system shall be fixed from time to time by resolution enacted by the city council. The city council may from time to time promulgate rules for levying, billing, guaranteeing and collecting charges for water services and all other rules necessary for the management and control of the water system. Rates for services furnished shall be uniform with respect to each class or classes of service established or that may hereafter be established.

14-118. SPECIAL RATES. The city council may from time to time fix by agreement or resolution special rates and conditions for users using exceptionally large amounts of water service or making use of the water system under exceptional circumstances, upon such terms and conditions as they may deem proper.

14-119. BOARD OF EQUALIZATION, RATES, AND REBATES. The city council is hereby constituted a board of equalization of water rates to hear complaints and make corrections of any assessments deemed to be illegal, unequal, or unjust. They may, if they see fit, rebate all or any part of the water bill of any indigent person.

14-120. USE WITHOUT PAYMENT PROHIBITED. It shall be unlawful for any person by himself, family, servants, or agents to utilize the city water or sewer system without paying therefore, as herein provided or, without authority, to open any fire hydrant, stopcock, valve, or other fixtures attached to the system of water supply unless it is done pursuant to proper application, agreement, or resolution. It shall be unlawful to injure, deface, or impair any part or appurtenance of the water or sewer system, or to cast anything into any reservoir or tank belonging to the water system.

14-121. DELINQUENCY - DISCONTINUANCE OF SERVICE. (Amended by Ord. No. 2011-14)

- A. The recorder or water supervisor shall furnish to each user, or mail to, or leave at his place of residence or usual place of business, a written or printed statement stating thereon the amount of water service charges assessed against him once each month or at such other regular interval as the city council shall direct.
- B. The statement shall specify the amount of the bill for the water service and the place of payment and date due. If any person fails to pay the water charges within 30 days of the date due, the recorder or water supervisor shall give the customer notice in writing of intent to discontinue the service to the customer unless the customer pays the bill in full within five days from the date of notice.
- C. If the water service is thereafter discontinued for failure to make payment, then before the water service to the premises shall again be provided, all delinquent water charges must have been paid to the city or arrangements made for their payment in a manner satisfactory to the city. In the event water is turned off for nonpayment of water charges, then before the water service to the premises shall again be provided, the customer shall pay, in addition to all delinquent water



Utility Bill Adjustment Request Form

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

Customer Name STEVEN WHITE Customer # 4151.3

Customer Address 398 N MATTERHORN DR

Contact Phone Number(s) 206 427 5122

Reason for adjustment request EXCESSIVE WATER USAGE DUE TO BROKEN PIPE.

Where was the issue? Inside Outside

Has it been fixed? Yes No

Date Fixed 9/30/2016

Comments

To be upfront THIS IS A REQUEST FOR AN ADJUSTMENT WHICH IS A SECOND ONE.

PIPE WAS BROKEN ON FAR SIDE OF HOUSE PAST THE GARAGE SO NOISE OF LEAK WAS NOT NOTICED. IT WAS FIXED THE DAY AFTER IT WAS NOTICED.

THE FIRST WAS A SEPARATE LOCATION IN THE ~~FR~~ FRONT LAWN WHERE THE SPRINKLER SYSTEM ORIGINALLY CONNECTED TO CITY WATER INSTEAD OF PRESSURIZED IRRIGATION. THAT IS NOW COMPLETELY CAPPED OFF.

I APPRECIATE ANY POSSIBLE CONSIDERATION.

Please attach pictures or receipts to validate this request.

NAME AND SERVICE ADDRESS	STEVEN WHITE 398 N MATTERHORN DR	SERVICE PERIOD		ACCOUNT NUMBER 4151.3
		FROM	TO	
		09/01/2016	09/30/16	

METER READINGS		UTILITY SERVICE	AMOUNT
PREVIOUS	PRESENT		

3,770	4,092		\$.00
<i>USAGE = 287</i>		WATER	\$1,075.00
		SEWER	\$34.10
		GARBAGE	\$17.50
		EMT	\$1.00
		IRRIGATION	\$45.30
		STORM DRAIN FEE	\$5.00
		RECYCLING	\$5.35

METER READING MONTH

TOTAL **\$1,183.25**



Payments received after the 15th of the month may be subject to a 1.5% late fee. Pay your bill online at alpinecity.org
 All bills shall be deemed correct if they are not disputed by the user within sixty (60) days from the issuance thereof.
 Failure to receive a bill does not relieve customer of liability.

Reminder: Pressurized Irrigation will be turned off October 15th.

September is a METER READ month. Additional charges or credits to your bill, reflect your actual water usage.

Alpine Days T-shirts are clearance priced at \$4.00! Come and see us at City Hall.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Planning Commission Ordinance Amendment (Article 2.2)

FOR CONSIDERATION ON: 13 December 2016

PETITIONER: Mayor Sheldon Wimmer

ACTION REQUESTED BY PETITIONER: Review Potential Amendments

APPLICABLE STATUTE OR ORDINANCE: Section 3.1.9 (Amendments)

BACKGROUND INFORMATION:

One of the Mayor's responsibilities is to appoint members of the Planning Commission with the advice and consent of the City Council. Mayor Sheldon Wimmer proposed to amend the ordinance. At the last Planning Commission meeting, the Mayor and Planning Commission discussed language that would show a 7 member Planning Commission with a 3 member quorum. See attached proposed language.

PLANNING COMMISSION MOTION:

Jane Griener moved to recommend to leave the ordinance how it is.

David Fotheringham seconded the motion. The motion passed with 4 Ayes and 3 Nays. Jason Thelin, David Fotheringham, Jane Griener and Carla Merrill voted Aye. Bryce Higbee, Steve Cosper and John Gubler voted nay.

ARTICLE 2.2

PLANNING COMMISSION (Ord. 98-01:1/28/98, Amended by Ord. 2006-17, 11/14/06; Ord. 2009-03, 2/24/09; Ord. 2010-02, 2/09/10)

2.2.1 Establishment of Planning Commission. Pursuant to authority granted in Title 10-9a-301 UCA 1953, as amended, there is hereby created a Planning Commission. The Planning Commission shall consist of seven (7) members. The members shall be appointed by the Mayor with the advice and consent of the City Council.

Members shall be selected without respect to political affiliation. The legislative body may fix per diem compensation for the members of the Planning Commission, based on necessary and reasonable expenses and on meetings actually attended.

2.2.2 Term of Office (Amended by Ord. No. 2007-04, 4/10/07; Ord. 2010-02, 2/09/10). Each member of the Planning Commission shall serve for a term of four (4) years or until his successor is appointed. The term of office for each member shall commence on the first day of January. The Mayor may remove any member of the Planning Commission for cause. The Planning Commissioner being removed may appeal to the City Council and may request a public hearing be held. Any vacancy occurring on said Commission by reason of death, resignation, removal or disqualification shall be filled in the same manner as an original appointment for the unexpired term.

2.2.3 Organization.

1. At its first meeting in January of each odd year, the Planning Commission shall elect one of its members as Chair and a second member as Vice-Chair. The Chair shall serve for a term of two years and until a successor is chosen. A vacancy in the position of Chair or Vice-Chair shall be filled for the unexpired term by election at the next meeting of the Planning Commission. A person may be elected to serve consecutive terms as Chair.
2. The Chair shall preside at all meetings of the Planning Commission. In the absence of the Chair, the Vice-Chair shall preside. If both the Chair and Vice-Chair are absent, the Commission shall elect one of its members as Chair Pro-Tem to preside at that meeting.
3. Subject to the approval of the City Council, the Planning Commission shall adopt Rules of Procedure consistent with this Code for its own organization and for the transaction of business. Such rules shall not be inconsistent with any directive or instruction received from the City Council.
4. Meetings of the Planning Commission shall be held as frequently as the Commission deems advisable.
5. Reports of official acts and recommendations of the Planning Commission shall be made in writing to the City Council and shall indicate how each member of the Commission voted with respect to such act or recommendation. Any member of the Commission may also make a concurring or dissenting report or recommendation to the City Council whenever he or she so desires.
6. A quorum needs to be present for the Planning Commission to act on any agenda item. A quorum shall consist of at least three (3) members physically present at a public meeting. A positive vote from the majority of the members present with a minimum of three (3) positive votes are needed for any motion to pass.

2.2.4 Duties and Powers. The Planning Commission shall:

1. make a recommendation to the City Council for:
 - a. a general plan and amendments to the general plan;

- b. land use ordinances, zoning maps, official maps, and amendments;
- c. an appropriate delegation of power to at least one designated land use authority to hear and act on a land use application;
- d. an appropriate delegation of power to at least one appeal authority to hear and act on an appeal from a decision of the land use authority; and
- e. application processes that:
 - 1. may include a designation of routine land use matters that, upon application and proper notice, will receive informal streamlined review and action if the application is uncontested; and
 - 2. shall protect the right of each:
 - i. applicant and third party to require formal consideration of any application by a land use authority;
 - ii. applicant, adversely affected party, or municipal officer or employee to appeal a land use authority's decision to a separate appeal authority; and
 - iii. participant to be heard in each public hearing on a contested application.
- 2. prepare and recommend a proposed ordinance to the City Council that regulates the subdivision of land; prepare and recommend or consider and recommend a proposed ordinance that amends the regulation of the subdivision of the land in the City.
- 3. have the authority to grant concept and preliminary approval for subdivisions that fully comply with Alpine City ordinances, and recommend final approval to the City Council for subdivisions that are in compliance.
- 4. review and make a recommendation to the City Council on site plans for buildings not located in an approved subdivision for compliance with Alpine City ordinances prior to the issuance of a building permit (see Article 4.14 for more information).
- 5. as a land use authority, hear and decide applications for conditional use permits, other than administrative conditional uses (see Article 3.23 for more information).
- 6. make a recommendation to the City Council for any extension and reconstruction of non-conforming buildings or buildings housing a non-conforming use (see Article 3.22 for more information).
- 7. follow the appropriate procedures for public hearings and public meetings and shall give proper public notice as applicable.

2.2.5 Additional Duties and Powers. The Planning Commission:

- 1. May conduct hearings and meetings with interested property owners, officials and citizens in the process of carrying out its functions.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Storm Water Drainage Management – Clean Streets

FOR CONSIDERATION ON: 13 December 2016

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve Ordinance No. 2016-25

APPLICABLE STATUTE OR ORDINANCE:

BACKGROUND INFORMATION:

The proposed ordinance amends Part 14: 405 (5) of the Municipal Code which defines the requirements for clean streets to comply with the Storm Water Drainage Management Plan. The ordinance would no longer allow gravel to be used as a curb ramp on construction sites because the gravel in the gutter migrates into the storm drain system during a storm and clogs it.

STAFF RECOMMENDATION:

That the City Council adopt Ordinance No, 2016-25 which eliminates the use of gravel for curb ramps on construction sites.

Municipal Code, Section 14-405 (5)

- (5) **Provision for Curb Ramps.** All persons participating in the above named construction shall provide access to the site where curbs are installed. It shall be unlawful for any person to provide access other than through the use of curb ramps. Curb ramps may only be constructed out of wood, steel, or cold mix asphalt, ~~or clean gravel two to five inches (2" – 5") in size spread no further in the street than eighteen inches (18") from the curb face.~~ All curb ramps must be removed prior to final inspection to the satisfaction of the City.

ORDINANCE NO. 2016-25

**AN ORDINANCE ADOPTING AMENDMENTS TO SECTION 14-405 (5) OF THE
ALPINE CITY MUNICIPAL CODE – CLEAN STREETS**

WHEREAS, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend Section 14-405 (5); and

WHEREAS, the Alpine City Council has reviewed the proposed amendment to Section 14-405 (5):

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

The amendments to Section 14-405 (5) will supersede Section 14-405 (5) as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 13th day of December, 2016.

Sheldon Wimmer, Mayor

ATTEST:

Charmayne G. Warnock, Recorder

Municipal Code: Section 14:405

(5) Provision for Curb Ramps: All persons participating in the above named construction shall provide access to the site where curbs are installed. It shall be unlawful for any person to provide access other than through the use of curb ramps. Curb ramps may only be constructed of wood, steel, or cold mix asphalt. All curb ramps must be removed prior to final inspection to the satisfaction of the City.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Alpine Ridge PRD Concept Plan

FOR CONSIDERATION ON: 13 December 2016

PETITIONER: Paul Kroff

ACTION REQUESTED BY PETITIONER: Discuss and Provide Direction

APPLICABLE STATUTE OR ORDINANCE: Article 4.6 (Major Subdivision)

BACKGROUND INFORMATION:

The proposed Alpine Ridge Planned Residential Development (PRD) consists of two parts; recently annexed property (Oberre Annexation) and property that was already located within Alpine City. This distinction needs to be made due to a development agreement between the City and the developer which will affect the lots that were part of the Oberre Annexation. Lots that were already located within Alpine City limits were accepted to be developed as a PRD by the City Council on September 13, 2016 provided that the open space was 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 Development Agreement for the Oberee annexation relating to lot size to this property. The Developer has an issue with the language of the City Council motion from the approved minutes but that will need to be worked out with the City Council.

The subdivision includes a total of 71 lots ranging in size from 20,015 square feet to 2.78 acres on a site that is approximately 189.5 acres. It is proposed to include 123.8 acres of private open space. Approximately 68.9 acres of that open space is already recorded as a conservation easement. It is also proposed to include 1.9 acres of public open space that will be used as a soccer park. The site is located in the CR-40,000 zone. The subdivision is planned to be done in 3 phases.

STAFF RECOMMENDATION

David Fotheringham moved to recommend approval of the Alpine Ridge PRD Subdivision Concept Plan with the following conditions:

1. The Developer consider modifying or eliminating "Lot 71".
2. The Developer change the name of the subdivision.
3. The Developer consider changing roads and how they exit so close to the Russon property.
4. The Developer consider the soccer park and parking.
5. The Developer consider the placement and alignment of the trails.
6. The Developer consider adding trail access in Phase 1.

John Gubler seconded the motion. The motion passed with 7 Ayes and 0 Nays. Bryce Higbee, Jason Thelin, David Fotheringham, Steve Cosper, Jane Griener, Carl Merrill, and John Gubler all voted Aye.

Memo



To: Jason Bond, City Planner
From: Jed Muhlestein, P.E. *JM*
Assistant City Engineer
Date: November 29, 2016
Subject: Alpine Ridge – ENGINEER’S CONCEPT REVIEW - Revised
72 Lots on 192.2 Acres, CR 40,000 Zone

This Memo is written as a follow-up to the original Engineer’s Concept Review of Alpine Ridge as seen by the Planning Commission September 6, 2016. At that time the Concept plan was not recommended for approval but a PRD status was granted for the entire subdivision.

Since that meeting Staff has received a revised concept plan which has added 2.71 acres of Carl Pack’s property and revised the layout of the development slightly to gain 3 more lots.

The changes do not change the original Engineer’s recommendation and therefore the original letter still stands. From strictly an engineering standpoint Lot 72 (previously Lot 69) does not appear feasible without booster pumps. Where the engineering is not required at Concept this will be further analyzed at Preliminary. Approval of the concept was recommended.

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



Date: August 26, 2016

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

Subject: **Alpine Ridge – ENGINEER’S CONCEPT REVIEW**
69 Lots on 189.5 Acres, CR 40,000 Zone

ENGINEERING REVIEW

This is the engineering review for the proposed Alpine Ridge Concept Plan. A separate Planning Review will also be completed. The proposed development consists of 69 lots on 189.5 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 was prepared showing the concept plan overlaid on existing city infrastructure, it is attached for reference. Also attached is a review letter by Horrocks Engineers and the development agreement for annexation between the City and Developer.

Street System

The street system is proposed as shown on the attached maps and appears to be in compliance with the street master plan, which does not show collector or arterial roads on/through the property. The typical residential street, having 30 feet of pavement and a 54-foot right of way, is expected throughout the development. The planning review will discuss secondary access as it pertains to project phasing and the sensitive lands ordinance.

The project is proposed to be phased as shown on the attached map. The phases are proposed to have 27, 31, and 13 lots for Phases 1 thru 3 respectively.

The cul-de-sacs appear to be dimensioned per code and overall road design looks ok. Sidewalks are not shown but would be required along all properties to which the development fronts where sidewalk does not currently exist. The only exception to this would be improvements along Grove Drive which only has sidewalk on the west side of the road.

The connection of Elk Ridge Lane and Grove Drive would provide good traffic flow for the development. The development agreement mentions that once 30 lots are built this connection must be completed.

Grove Drive improvements are discussed in the development agreement, section 5.4. Please review the agreement for those specifics (attached). It is important to point out that the agreement mentions the City will not approve any new development until the needed right of way is dedicated to the City and money is paid for certain Grove Drive improvements. The Grove

Drive right of way should be a condition of Preliminary Approval.

Utilities

A detailed utility plan is not required at concept but a brief summary of each will be discussed to help direct the developer. Horrocks Engineers did a preliminary check of the proposed system for required line sizes and gave some recommendations which are mentioned below.

Sewer System. The upper portion of the property can gravity flow to an 8-inch sewer main located in Grove Drive. The lower portion of the property will need to be served via a master planned sewer main installed through the Towle property located at 1360 N Elk Ridge Lane. This has been known for some time and as mentioned, is a master planned capital improvement project. **The easement for a sewer extension through the Towle property should be acquired before Final Approval.** Section 4.3 of the development agreement discusses this improvement in further detail. A more detailed analysis will need to be done at Preliminary to understand any impacts that may or may not be added to the system due to this development.

Pressurized Irrigation System. Horrocks Engineers has modeled the site and recommends a 12-inch irrigation main to be installed from Grove Drive to Elk Ridge Lane. This is a master planned improvement that is larger than the subdivision would require. 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 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. This 12-inch main would be required to be installed during the first phase of development.

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 dedicated to pumping water to this zone from the low zone. The design of this system improvement should be submitted with the Preliminary Application and the pumps should be installed along with the first phase of development.

Culinary Water System. 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 (Development Agreement 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. If the developer elects to install a 16-inch line instead of the 10-inch, fire flows would increase to 2,750 gpm and

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.

The fire flow for this development is dependent upon the completion of the water system improvements in Three Falls and along Fort Canyon Road. If the subdivision is built and expected to be in service prior to the Three Falls system, other off-site modifications will need to be analyzed.

The Fire Marshall will need to approve the location of proposed fire hydrants as the plan moves forward. 3/4-inch water laterals will need to be constructed for each new lot.

Storm Water Drainage System. The storm water master plan has taken into account discharge from this area. The drainage system for the area would discharge to Northfield Ditch, which runs southward from the property and eventually into the city storm water system. The property would be required to retain the 90th percentile storm and then retain/detain everything above that up to the 100-yr event. **Low Impact Development (LID) is now a state requirement** as a measure of handling storm water and improving water quality. LID emphasizes conservation and 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 needs to evaluate what methods may or may not work on-site using infiltration rates and propose methods at Preliminary.

The Supplemental and North Field ditches run through the property on the south easterly side. Typically ditches are required to be piped through new developments per Dev. Code 4.7.19.1. Discussions with the Alpine Irrigation Company have indicated that the North Field ditch can be abandoned in place, but the Supplemental ditch must be piped with a 30-inch minimum pipe. Complete plans for such should be submitted with Preliminary application.

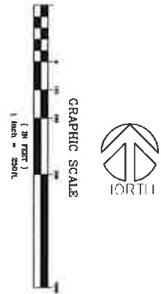
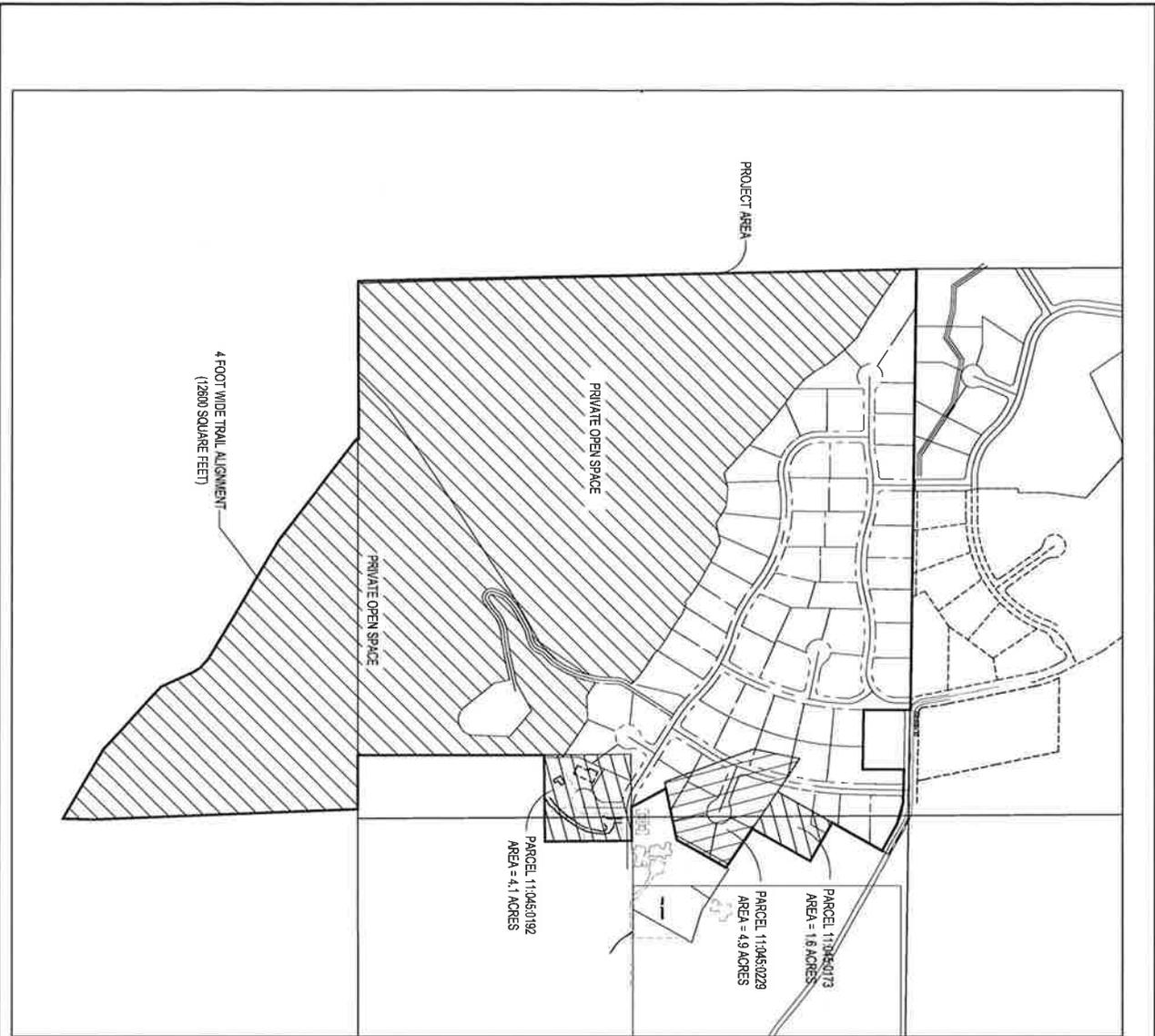
General Subdivision Remarks

The proposed development falls within the Geologic Hazards Overlay Zone as well as the Urban/Wildland Interface. As with any development, the developer would be required to obtain and submit a Geologic Hazards Report for the property. The developer has had such a report prepared and it is included herewith. Of particular concern is the mass grading and fill of an existing ravine that ran through the property. The City has no records of compaction or what type of material was used to fill the ravine. The report did pay specific attention to this area and has provided recommendations for building there. The report also mentions the need to look further into Geologic Hazards such as debris flow (page 10). Along with that, the city hazard maps show potential slide and rock hazards in the area as well. Further study of these issues would be required for Preliminary Approval.

Lot 69. We are concerned about water pressure (both culinary and secondary) to Lot 69 as well as a driveway that meets the ordinance. There are other issues associated with Lot 69 that will be addressed in the Planner's review, but strictly from an engineering stand point, water pressure and driveway design are concerns that we will pay close attention to as the plan moves forward.

ENGINEERING RECOMENDATION

Based on engineering standards, we recommend that Concept Approval of the proposed development be approved.



ALPINE RIDGE
 PLANNED RESIDENTIAL DEVELOPMENT

TOTAL PROJECT AREA = 188.5 ACRES
 PROJECT AREA WITHIN OBSERVE ANNEXATION = 178.9 ACRES
 PROJECT AREA ALREADY IN ALPINE CITY = 10.6 ACRES
 PRIVATE OPEN SPACE AREA = 123.2 ACRES

1
 2

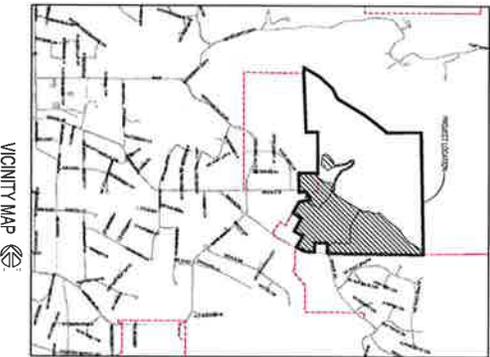
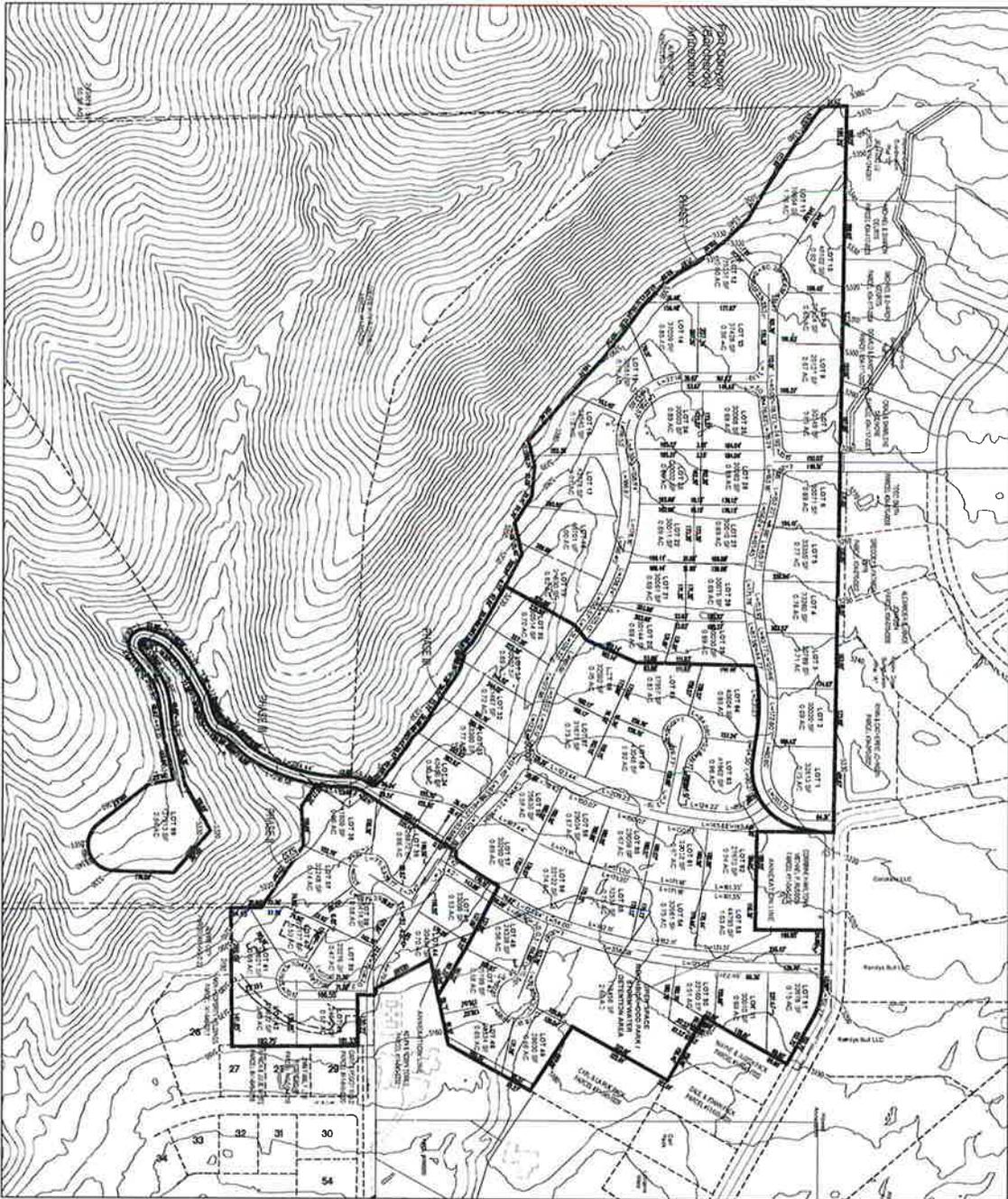
CONCEPT PLAN
 ALPINE RIDGE
 PLANNED RESIDENTIAL DEVELOPMENT
 PREPARED FOR: PAUL CROFF

DATE: AUG 2018
 DRAWN: CME
 APPROVED: CME
 SCALE: 1" = 200'
 JOB NO.: 182000



BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 655 East 4500 South, Suite 100
 Salt Lake City, Utah 84119
 Phone (801) 364-1212 / Fax (801) 364-1225
 www.bushandgudgell.com

No.	Date	By	Review



VICINITY MAP



HILLTOP ENGINEERS, INC.



ALPINE RIDGE
 PLANNED RESIDENTIAL DEVELOPMENT
 1100 NORTH GROVE DRIVE
 ZONING - CR40000

TOTAL ACRESAGE INCLUDED:
 PHASE I - 267 ACRES
 PHASE II - 87 ACRES
 PHASE III - 26.1 ACRES

TOTAL OF 89 LOTS

TOTAL NUMBER OF LOTS WITHIN ANNEXATION = 88 LOTS
 TOTAL NUMBER OF LOTS WITHIN ANNEXATION = 84 LOTS
 TOTAL NUMBER OF LOTS WITHIN ANNEXATION = 10 LOTS (11%)
 (LOTS 9, 8, 35, 45, 59, 62)

CONCEPTUAL PLAN
 ALPINE RIDGE
 PLANNED RESIDENTIAL DEVELOPMENT
 PREPARED FOR: PAUL KROFF

DATE: JULY 2018
 DRAWN: CMO
 APPROVED: CMO
 SCALE: 1" = 100'
 JOB NO.: 161002



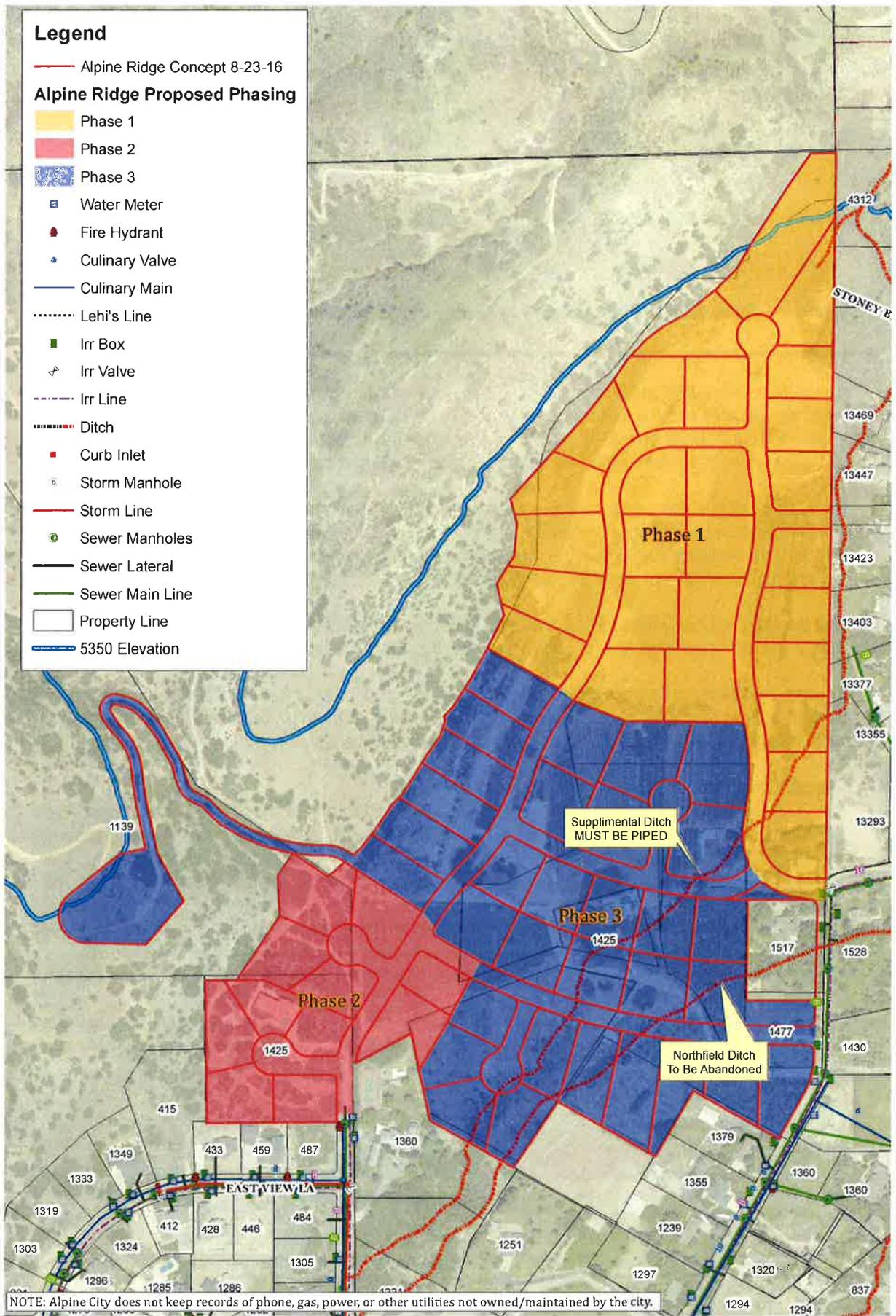
BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 655 East 4500 South, Suite 100
 Salt Lake City, Utah 84107
 Phone (801) 384-1212 / Fax (801) 384-1225
 www.bushandgudgell.com

No.	Date	By	Revised

PAGE 2
 OF 2
 JULY 2018

Legend

- Alpine Ridge Concept 8-23-16
- Alpine Ridge Proposed Phasing**
- Phase 1
- Phase 2
- Phase 3
- Water Meter
- Fire Hydrant
- Culinary Valve
- Culinary Main
- - - - - Lehi's Line
- Irr Box
- ⊗ Irr Valve
- - - - - Irr Line
- - - - - Ditch
- Curb Inlet
- Storm Manhole
- Storm Line
- Sewer Manholes
- Sewer Lateral
- Sewer Main Line
- Property Line
- 5350 Elevation

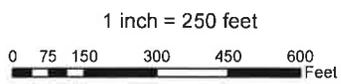


NOTE: Alpine City does not keep records of phone, gas, power, or other utilities not owned/maintained by the city.

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



Alpine Utilities



To: Shane Sorensen, P.E.
Jed Muhlestein, P.E.
Alpine City

From: John E. Schiess, P.E.

Date: October 2, 2014

Memorandum

Subject: Alpine Ridge Hydraulic Modeling Results and Recommendations

The proposed Alpine Ridge development is the same as the Oberee annexation that we have modeled and discussed several times over the past couple of years. The development consists of 70 lots in the area between Elk Ridge Lane and Grove Drive west of Alpine Cove. The proposed layout doesn't have road profiles completed so elevations were assumed. More refinement is possible once more detailed plans are available.

I have reviewed the proposed expansion plans with respect to the culinary water system and found the proposed improvements will comply with State of Utah Division of Drinking Water rules and regulations with respect to the minimum sizing requirements of R309-510 and the minimum pressure requirements of R309-105-9. This is based on the following recommendations. Additional comments are included.

The proposed secondary irrigation improvements have been reviewed and recommendations are listed below. The master planned improvements should be adequate for the proposed subdivision.

The proposed sewer system has not been modeled at this time. It is recommended that a preliminary layout be submitted that shows how many lots drain to Elk Ridge and how many drain to Grove Drive. The model can be reviewed to see if any off-site improvements are necessary based on the split.

Recommendations:

1. Construct the master planned culinary water improvements both on-site and off-site which included 8 inch minimum pipes in the subdivision, 8 inch on Grove Drive from the Tee intersection south the existing 8 inch, and 10 inch from the Tee intersection east to the Grove Tank 12 inch outlet piping. If the proposed Three Falls lower tank and booster pump station is built concurrently then the available fire flow would be 1,750 gpm throughout the zone.
2. If higher fire flows are desired then pipe size increases are necessary both on-site and off-site. For example if 2,750 gpm is desired then a 16 inch is required to replace the 10 inch noted above with a 12 inch connecting to the 16 and extending up to the northern most cul-de-sac. The Three Falls improvements would also need to be constructed.
3. Install a 12 inch pressure irrigation line from Grove Drive Tee intersection to Elk Ridge Ln. Most of the rest of the piping can be 6 inch including the northern most cul-de-sac. The other cul-de-sacs can be 4 inch.

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.

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 "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 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 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.

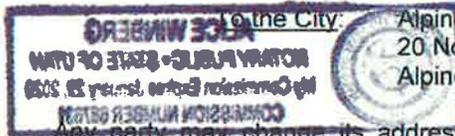
7.6. **Agreement to Run with Land; Binding Effect.** This Agreement shall be recorded against the property and shall deem to run with the Property. This Agreement shall be binding upon and inure to the benefit of the City and Applicants, and their respective heirs, representatives, officers, agents, 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

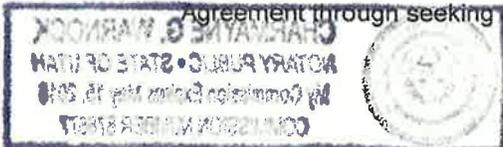
Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

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 Winberg
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



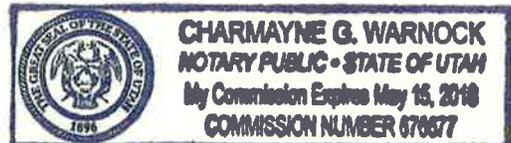
Applicant:
By: Steve Zolman

State of Utah
County of Utah

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

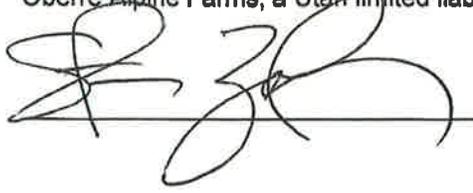
Charmayne G. Warnock
Notary Public in and for the State of Utah

(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.

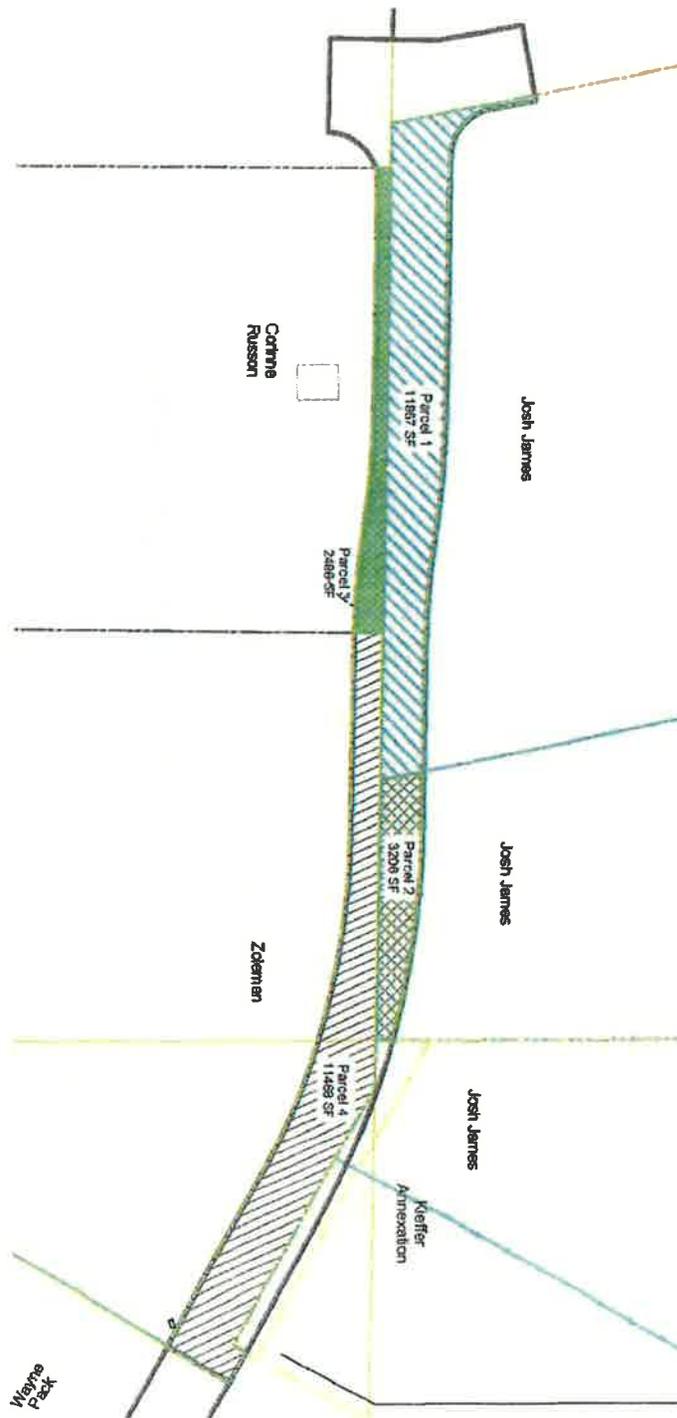
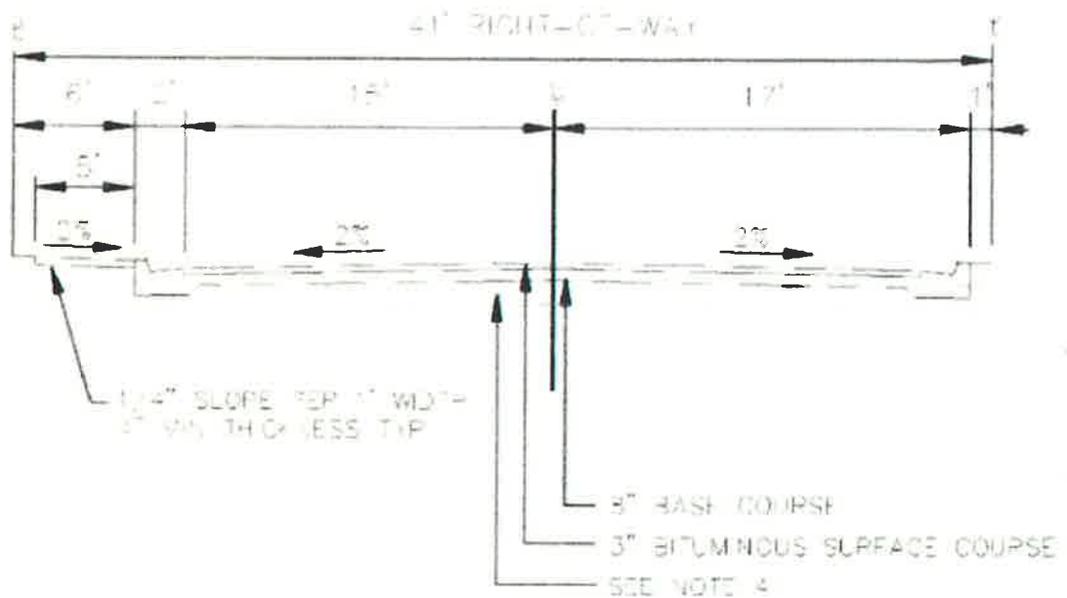


EXHIBIT D

GROVE DRIVE CROSS SECTION



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

EXHIBIT E

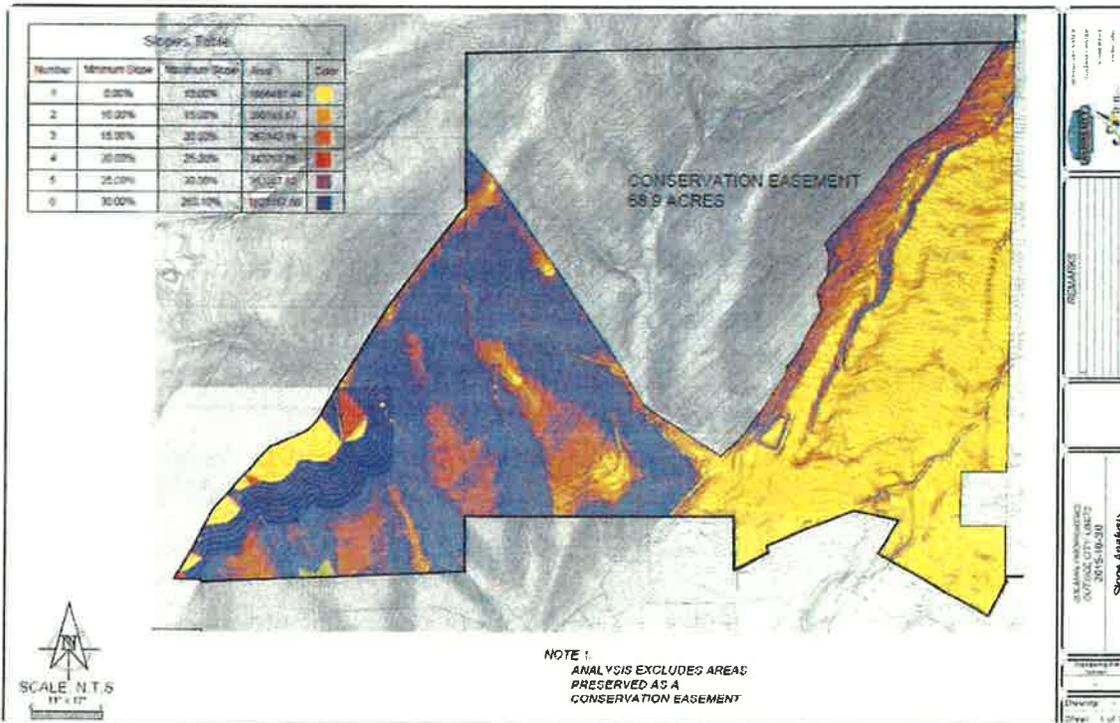
SLOPE ANALYSIS



SLOPE ANALYSIS (BASED ON PRD FORMULA 3.2.5)

Name: Zolman Annexable Properties (Conservation Easement Area Excluded)
 Date: October 28, 2015
 Contours Used: 1999 Aerial flown contours

CR-40,000 Zone					
Acreage	Acres	Total Square Feet			
Property	110.88	4,830,128.17			
Zone Total Acreage	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
0-9.99%	34.5%	1,666,461.44	38.26	1.00	38.26
10-14.99%	8.1%	390,181.67	8.96	1.50	5.97
15-19.99%	5.4%	263,142.19	6.84	2.00	3.02
20-24.99%	7.1%	343,797.75	7.89	3.00	2.63
25-29.99%	7.5%	363,357.62	8.34	4.00	2.09
30%+	37.3%	1,803,187.50	41.40	5.00	8.28
Totals	100.0%		110.88		
Base Density, Non-PRD					80
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 Subdivision 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



Intermountain GeoEnvironmental Services, Inc.
12429 South 300 East, Suite 100, Draper, Utah, 84020
Phone (801) 748-4044 | Fax (801) 748-4045
www.igesinc.com

**Geotechnical Investigation
Oberee Annexation
~1425 Grove Drive
Alpine**

IGES Project No. 02362-001

August 23, 2016

Prepared for:

Paul Kroff



Intermountain GeoEnvironmental Services, Inc.
12429 South 300 East, Suite 100, Draper, Utah 84020
~ T: (801) 748-4044 ~ F: (801) 748-4045

Prepared for:

Paul Kroff
185 North Pfeifferhorn
Alpine, Utah, 84004

GEOTECHNICAL INVESTIGATION
Oberee Annexation
~1425 Grove Drive
Alpine, Utah

IGES Job No. 02362-001

Prepared by:



Jared K. Williams, P.E.
Project Engineer

Reviewed by:

A handwritten signature in blue ink, appearing to read "Kent A. Hartley".

Kent A. Hartley, P.E.
Principal

IGES, Inc.
12429 South 300 East, Suite 100
Draper, UT 84020
(801) 748-4044

August 23, 2016

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY	1
2.0 INTRODUCTION.....	2
2.1 PURPOSE AND SCOPE OF WORK	2
2.2 PROJECT DESCRIPTION	2
3.0 METHOD OF STUDY	3
3.1 FIELD INVESTIGATION.....	3
3.2 LABORATORY INVESTIGATION.....	3
3.3 ENGINEERING ANALYSIS	4
4.0 GENERALIZED SITE CONDITIONS	5
4.1 SURFACE CONDITIONS	5
4.2 SUBSURFACE CONDITIONS.....	5
4.2.1 <i>Soils</i>	5
4.2.2 <i>Groundwater</i>	5
4.2.3 <i>Infiltration Testing</i>	5
5.0 GEOLOGIC CONDITIONS.....	7
5.1 GEOLOGIC SETTING.....	7
5.2 SEISMICITY AND FAULTING	7
5.3 OTHER GEOLOGIC HAZARDS AND CONDITIONS.....	8
5.3.1 <i>Collapsible Soils</i>	9
5.3.2 <i>Liquefaction</i>	9
5.3.3 <i>Debris Flow – Alluvial Fan Flooding</i>	9
6.0 ENGINEERING ANALYSIS AND RECOMMENDATIONS	11
6.1 GENERAL CONCLUSIONS	11
6.2 EARTHWORK	11
6.2.1 <i>General Site Preparation and Grading</i>	11
6.2.2 <i>Trench Excavations</i>	12
6.2.3 <i>Structural Fill and Compaction</i>	12
6.2.4 <i>Soft Soil Stabilization</i>	13
6.3 FOUNDATIONS	14

6.4 CONCRETE SLAB-ON-GRADE CONSTRUCTION.....14
6.5 EARTH PRESSURE AND LATERAL RESISTANCE15
6.6 MOISTURE PROTECTION AND SURFACE DRAINAGE.....16
6.7 ASPHALT CONCRETE PAVEMENT DESIGN.....16
6.8 SOIL CORROSIVITY17
7.0 CLOSURE18
7.1 LIMITATIONS.....18
7.2 ADDITIONAL SERVICES18
8.0 REFERENCES CITED19

APPENDIX

A	Plate A-1	Site Vicinity Map
	Plate A-2	Site Exploration Map
	Plate A-3	Site Geologic Map
	Plate A-4	Test Pit Photos
	Plates A-5 to A-19	Test Pit Logs
	Plate A-20	Key to USCS Soil Symbols and Terminology
B		Laboratory Test Results
C		MCE-PGA Design Response Spectra
		Liquefaction-Potential for a Part of Utah County,
		Utah, USGS, August 1994

1.0 EXECUTIVE SUMMARY

This report presents the results of a geotechnical investigation conducted for the proposed Oberee Annexation a 60-acre residential development located at approximately 1425 Grove Drive in Alpine, Utah. Based on the subsurface conditions encountered at the site, it is our opinion that the subject site is suitable for the proposed development provided that the recommendations contained in this report are incorporated into the design and construction of the project. A brief summary of the critical recommendations is included below:

- The native near surface soils consisted primarily of alternating layers of Silty SAND (SM), Poorly Graded SAND (SP), Silty GRAVEL (GM) and Poorly Graded GRAVEL (GP). No groundwater was observed in any of the test pits.
- The primary geotechnical concerns at the subject site is areas of near-surface undocumented fill soils (see approximate fill area on Figure A-2), a mapped normal fault and modern alluvial-fan deposits (see Figure A-3).
- Undocumented fill, soft soil and organic topsoil should be removed below foundation elements. Footings should be established entirely on suitable, undisturbed medium dense, or dense native soils or entirely on a minimum of 12 inches structural fill that extends to suitable, undisturbed native soils and may be proportioned for a maximum net allowable bearing capacity of **3,000 psf**.
- Areas below roadways, slabs, concrete flatwork, or pavement sections should be grubbed a minimum of 6 inches of any existing surface vegetation and highly organic topsoil removed. In areas of undocumented fill we recommend a minimum of 24 inches of the fill be removed, processed and replaced as compacted structural fill where necessary (see approximate fill area on Figure A-2). For areas without undocumented fill the roadways, slabs, concrete flatwork, or pavement sections may be placed directly on graded, suitable, undisturbed native soils. An IGES representative should observe the site preparation and grading operations to assess whether the recommendations presented in this report have been complied with.
- A flexible pavement section of 3/9 (inches of asphalt/road base) constructed over graded and proof-rolled native soils or compacted structural fill as recommended for the residential roadways.

The recommendations made in this report are given with the intent that an adequate program of tests and observations will be made during the construction. IGES staff or other qualified geotechnical engineer should be on site to verify compliance with these recommendations.

NOTICE: This executive summary is not intended to replace the report of which it is part and should not be used separately from the report. The executive summary omits a number of details, any one of which could be crucial to the proper application of this report.

2.0 INTRODUCTION

2.1 PURPOSE AND SCOPE OF WORK

This report presents the results of a geotechnical investigation conducted for the proposed Oberee Annexation, a 60-acre residential development located at approximately 1425 Grove Drive in Alpine, Utah. The purposes of this investigation were to assess the nature and engineering properties of the subsurface soils at the site and to provide recommendations for general site grading and design and construction of foundations, slabs-on-grade, roadways, pavement and exterior concrete flatwork.

The scope of work completed for this study included a site reconnaissance, subsurface exploration, soil sampling, infiltration testing, laboratory testing, engineering analyses, and preparation of this report. Our services were performed in accordance with our proposal dated June 7, 2016.

The recommendations contained in this report are subject to the limitations presented in the **Limitations** section of this report (Section 7.1).

2.2 PROJECT DESCRIPTION

The property is bound by Grove Drive to the southeast and Elkridge Lane to the south, existing residences to the east and Dry Creek and the Big Hollow ridge to the north and west as shown on the *Geotechnical Map* (Figure A-2). The site has previously been excavated and mass-graded as a source for aggregate and granite landscape boulders. Construction plans of the proposed development were not available for our review at the time this report was prepared; however, a Concept Plan showing a proposed subdivision with 66 residential lots was provided by Dudley and Associates (Sheet C – 1.0 dated November 11, 2015). We anticipate that the development will consist of public streets with standard curb, gutter, and sidewalks and associated utility improvements. We anticipate structures will consist of two or three story wood-framed buildings constructed with basements or shallow walk-out type basements founded on conventional spread footings. If the proposed plans differ from these parameters, IGES should be contacted to assess the impact on these recommendations.

3.0 METHOD OF STUDY

3.1 FIELD INVESTIGATION

As a part of this investigation, subsurface soil conditions were explored by excavating fifteen exploratory test pits to depths of 8 to 14 feet below the existing site grade. The approximate locations of the explorations are shown on Figure A-2 (*Geotechnical Map*) in Appendix A. The test pits were spaced to provide information at representative locations at the site. Photos taken at the time of our investigation are included on Figure A-4. Logs of the subsurface conditions as encountered in the explorations were recorded at the time of exploration by a member of our technical staff and are presented as Figure A-5 through A-19 in Appendix A. A *Key to Soil Symbols and Terminology* used in the test pit logs is included as Figure A-20.

Test pits were completed using two Volvo EC trackhoes by Decorative Landscaping. Soil sampling was completed to collect representative samples of the various layers observed at the site. Disturbed samples were collected in plastic bags and 5-gallon buckets and relatively undisturbed soil samples were collected with the use of a 6-inch long brass tube attached to a hand sampler driven with a 2-lb sledge hammer. All samples were transported to our laboratory to evaluate the engineering properties of the various earth materials observed. The soils were classified according to the *Unified Soil Classification System* (USCS) by the Geotechnical Engineer. Classifications for the individual soil units are shown on the attached Test Pit Logs.

3.2 LABORATORY INVESTIGATION

Geotechnical laboratory tests were conducted to evaluate the engineering characteristics of onsite earth materials. Laboratory tests conducted during this investigation include:

- In Situ Density and Moisture Content (ASTM D2216 & D2937)
- Particle-Size Distribution (Gradation) (ASTM D6913)
- No. 200 Sieve Wash (ASTM D1140)
- Direct Shear Test (ASTM D3080)
- Modified Proctor - Maximum dry density, optimum moisture content (ASTM D1557)
- California Bearing Ratio (CBR) (ASTM D1883)
- Corrosion Testing-sulfate and chloride concentrations, pH and resistivity (ASTM D4972, D4327, C1580 and EPA 300.0)

Select results of laboratory tests completed for this investigation are presented on the Test Pit Logs in Appendix A and the complete laboratory results are presented in Appendix B.

3.3 ENGINEERING ANALYSIS

Engineering analyses were performed using soil data obtained from the laboratory test results and empirical correlations from material density, depositional characteristics and classifications. Analyses were performed using formulas, calculations and software that represent the standard of care accepted by the geotechnical industry. These methods include settlement, bearing capacity, lateral earth pressures, trench stability and pavement design. Appropriate factors of safety were applied to the results consistent with current industry practice.

4.0 GENERALIZED SITE CONDITIONS

4.1 SURFACE CONDITIONS

At the time of the field investigation the area consists of existing ranch-style residences, groves of fruit trees, undisturbed native fields, hills and a disturbed gravel pit area. The site slopes from the northeast down to the southwest following the Dry Creek drainage. Disturbed and fill areas from the gravel pit mining are concentrated at the north end of the property. The undisturbed areas are covered with grass, brush, weeds, scrub oak and other native vegetation. Several large fruit tree groves and other agricultural areas were observed mainly near the south end of the property and surround the existing ranch-style residences.

4.2 SUBSURFACE CONDITIONS

4.2.1 Soils

The soils exposed at the site generally consisted of medium dense to dense Silty SAND (SM), Silty GRAVEL (GM), Poorly Graded GRAVEL (GP) and Poorly Graded SAND (SP). A large section of mass-graded fill was observed at the north center of the property. The fill thickness varied but was observed to be about 4 feet thick and consisted of medium dense Silty SAND (SM) and Silty GRAVEL (GM). More detailed descriptions of these soil units and thicknesses are shown on the Test Pit Logs (Plates A-5 to A-19). A key to the soil symbols and terms is located on Plate A-20.

4.2.2 Groundwater

No groundwater was observed in any of the test pits to the depths as excavated. However, groundwater conditions can be expected to rise or fall several feet seasonally depending on precipitation, irrigation and the time of year. However, based on these observations and the dry granular nature of the soils observed groundwater is not anticipated to affect the proposed subdivision or associated improvements.

4.2.3 Infiltration Testing

Based on direction provided by the Civil Engineer, an infiltration test was performed in test pit 13 at the time of our investigation. The infiltration test was located to aid in the storm drain detention/retention pond infiltration calculations and was performed using clean water. The infiltration rate observed was relatively rapid as would be expected in dry granular soils. A summary of the infiltration test follows:

TP-13 INFILTRATION (See Figure A-2 for location)				
Hole Depth = 42 inches below grade Hole Diameter = 5 inches			Average Head = 8 inches Total Soak Time = 1.5 hours	
Time Difference (minutes)	Depth Difference (inches)	Infiltration Rate (min/inch)	Infiltration Rate (inch/hour)	Comments
10	6.0	1.6	36.0	Intermediate
10	5.0	2.0	30.0	Intermediate
10	5.0	2.0	30.0	Final Reading

It should be noted that the water infiltration rate may vary significantly due to the placement of sod/topsoil, irrigation/precipitation and seasonal conditions. Sediment collected from runoff may reduce the actual infiltration rate to be slower than the predicted infiltration. This and other field conditions should be considered and an appropriate factor of safety should be applied to the rates provided.

5.0 GEOLOGIC CONDITIONS

5.1 GEOLOGIC SETTING

The site is located in Alpine, Utah at an elevation of approximately 5,350 to 5,190 feet above sea level below Chipman Canyon and the Big Hollow drainage including the Dry Creek drainage in the northeast section of the Utah Valley. The Utah Valley represents a deep, sediment-filled structural basin of Cenozoic-age flanked by uplifted blocks; the Wasatch Range on the east, and the Lake and East Tintic Mountains to the west (Hintze, 1980). The Wasatch Range is the easternmost expression of pronounced Basin and Range extension in north-central Utah.

Near-surface geology of the Utah Valley is dominated by sediments which were deposited within the last 30,000 years by Lake Bonneville (Scott et al., 1983; Hintze, 1993; Machette, 1992). The lacustrine sediments near the mountain front consist mostly of gravel and sand. As the lake receded, streams began to incise large deltas that had formed at the mouths of major canyons along the Wasatch Range and the eroded material was deposited in shallow lakes and marshes in the basin and in a series of recessional deltas and alluvial fans. Sediments toward the center of the valley are predominately deep-water deposits of clay, silt and fine sand. However, these deep-water deposits are in places covered by a thin post-Bonneville alluvial cover. Surface sediments at the subject site are mapped primarily as Pinedale Glacial Deposits (*Qgob*), Stream Alluvium (*Qalp*), Younger Alluvial Fan Deposits (*Qafy*), and Lake Bonneville Alluvial Fan and Delta Deposits (*Qfdp*) (Machette, 1992).

5.2 SEISMICITY AND FAULTING

An active fault is defined as a fault that has experienced movement within the Holocene (11,000 years before present). There is a fault mapped by Biek (2005) that runs through the subject property (see *Site Geologic Map* on Figure 3 in Appendix A). Due to the nature of the alluvial-fan deposits that are throughout the site, the exact location and age of the faulting is unknown. Biek therefore, dotted the fault line indicating that the fault is concealed and the location is estimated. Further information regarding this fault would require a site specific geologic hazards investigation, which was beyond the scope of this report.

Utilizing the USGS seismic hazard deaggregation data for the site, the seismic hazard that poses the greatest risk to the subject site is the Wasatch fault Zone. The Provo segment of the Wasatch Fault Zone is located approximately 0.3 miles north-northeast of the site.

Following the criteria outlined in the 2012 International Building Code (IBC, 2012), spectral response at the site was evaluated for the *Maximum Considered Earthquake* (MCE), which equates to a probabilistic seismic event having a two percent probability of exceedance in 50 years (2PE50). Spectral accelerations were determined based on the location of the site using the *U.S. Seismic “DesignMaps” Web Application* (USGS, 2012); this software incorporates seismic hazard maps depicting probabilistic ground motions and spectral response data developed for the United States by the U. S. Geological Survey as part of NEHRP/NSHMP (Frankel et al., 1996). These maps have been incorporated into both *NEHRP Recommended Provisions for Seismic Regulations for New Buildings and Other Structures* (FEMA, 1997) and the *International Building Code* (IBC) (International Code Council, 2012).

To account for site effects, site coefficients that vary with the magnitude of spectral acceleration and *Site Class* are used. Site Class is a parameter that accounts for site amplification effects of soft soils and is based on the average shear wave velocity of the upper 100 feet; based on our field exploration, the site is classified as Site Class D (stiff soil) for the soil and fill areas. The short- and long-period *Design Spectral Response Accelerations* are presented in Tables 5.2; a summary of the *DesignMaps* analysis is presented in Appendix D. The *peak ground acceleration* (PGA) may be taken as $0.4 \cdot S_{MS}$.

Table 5.2
Site Class D “Stiff Soil” Short- and Long-Period Spectral
Accelerations for MCE

Parameter	Short Period (0.2 sec)	Long Period (1.0 sec)
MCE Spectral Response Acceleration (g)	$S_s = 1.189$	$S_1 = 0.445$
MCE Spectral Response Acceleration Site Class D (g)	$S_{MS} = S_s F_a = 1.218$	$S_{M1} = S_1 F_v = 0.692$
Design Spectral Response Acceleration (g)	$S_{DS} = S_{MS}^{2/3} = 0.812$	$S_{D1} = S_{M1}^{2/3} = 0.461$

*(<https://geohazards.usgs.gov/secure/designmaps/us/application.php>)

5.3 OTHER GEOLOGIC HAZARDS AND CONDITIONS

Geologic hazards and conditions can be defined as naturally occurring geologic conditions or processes that could present a danger to human life and property or result in impacts to conventional construction procedures. These hazards and conditions must be considered before development of the site. There are several hazards and conditions in

addition to seismicity and faulting that if present at a site, should be considered in the design of critical and essential facilities. The other geologic hazards considered for this site are wetting-induced collapsible soils, liquefaction and debris flows.

5.3.1 Collapsible Soils

Collapse (often referred to as “wetting-induced collapse”) is a phenomenon where undisturbed native or fill soils under increased loading can exhibit volumetric strain and consolidation upon wetting. Collapsible soils can cause differential settling of structures and roadways. Collapsible soils do not necessarily preclude development and can be mitigated by over-excavating porous, potentially collapsible soils and replacing with engineered fill and by controlling surface drainage and runoff. Collapsible soils are typically characterized by a pinhole structure and relatively low in-situ density.

Based on the in-situ observations and soil densities the native subsurface soils have a low potential for wetting induced collapse. Shallower organic and topsoils and undocumented fill soils have a greater potential for collapse but will be removed as part of the rough grading process as recommended in the General Site Preparation and Grading section. It is our opinion that specific mitigation measures for these soils are not required. However, as part of good construction practice and to keep water away from foundations we recommend that the moisture protection and grading and surface drainage recommendations be implemented.

5.3.2 Liquefaction

Liquefaction is a phenomenon whereby loose, saturated, granular soil deposits experience a significant decrease in shear strength due to increased pore water pressure. Among other effects, liquefaction can cause soil densification resulting in ground settlement. The primary factors affecting liquefaction potential of a soil deposit are: (1) level and duration of seismic ground motions; (2) soil type and consistency; and (3) depth to groundwater. Based on the *Liquefaction-Potential Map for Utah Country* (USGS, 1994) the site resides in an area identified as having a “very low” potential for liquefaction. Based on our research and field investigation we do not consider liquefaction to be a concern at this site. A full liquefaction study and analysis was beyond this scope of work and beyond the standard of care for single family residential developments of this nature.

5.3.3 Debris Flow – Alluvial Fan Flooding

Alluvial fan flooding is a potential hazard that may exist on areas containing Holocene alluvial fan deposits. This type of flooding typically occurs as a debris flood consisting of a mixture of soil, organic material, and rock debris transported by fast-moving flood water. Debris floods and debris flows can be a hazard on alluvial fans or in stream channels above alluvial fans. Just like with stream flooding, debris floods and debris

flows can occur as a result of runoff from spring snowmelt and cloudburst rainstorms. Landslides can also mobilize a debris flow.

There are Holocene alluvial fan deposits mapped on portions of the subject site (see *Site Geologic Map* in Appendix A). There is a potential alluvial fan flood/debris flow hazard associated with these alluvial fans. Due to the nature of the sediments observed in the test pit explorations throughout the site and based on the geometry of the slopes on the western side of the property, it is our opinion that the hazard associated with debris flows and alluvial fan flooding at the subject site may consist of both water/mud flooding and also the mobilization of larger materials. The owner consider may want to consider performing a specific debris flow hazard study to assess the extent of this potential hazard and the possible mitigation efforts required to protect the proposed development.

6.0 ENGINEERING ANALYSIS AND RECOMMENDATIONS

6.1 GENERAL CONCLUSIONS

We recommend that as part of the site grading process any soft, highly organic topsoil, undocumented fill or otherwise unsuitable soils present at the site be removed from beneath proposed footings. For areas where undocumented fill is observed below roadways, slabs, concrete flatwork, or pavement sections we recommend a minimum of 24 inches of the undocumented fill be removed, processed and replaced as compacted structural fill where necessary (see approximate fill area on Figure A-2). For areas without undocumented fill the roadways, slabs, concrete flatwork, or pavement sections may be placed directly on graded, suitable, undisturbed native soils. An IGES representative should observe the site preparation and grading operations to assess whether the recommendations presented in this report have been complied with and if any additional removal and rework of the undocumented fill soils needs to be performed.

6.2 EARTHWORK

Prior to the placement of foundations, general site grading is recommended to provide proper support for foundations, exterior concrete flatwork, concrete slabs-on-grade, and asphalt pavement sections. Site grading is also recommended to provide proper drainage and moisture control on the subject property and to aid in preventing differential movement in foundation soils as a result of variations in moisture conditions.

6.2.1 General Site Preparation and Grading

Within the areas to be graded (below roadways, proposed structures, fill sections, concrete flatwork, or pavement sections), any existing surface vegetation, highly organic topsoil or deleterious materials should be removed. We recommend that the site be grubbed a minimum of 6 inches and any undocumented fill soils be removed prior to placement of structural fill, structural elements, or pavements. If any existing fills are undocumented (i.e. no record of compaction tests) they should be over-excavated and replaced with structural fill, as discussed and recommended in this report. The grubbed organic topsoil may be stockpiled and used in landscaping areas. An IGES representative should observe the site preparation and grading operations to assess whether the recommendations presented in this report have been complied with.

After rough grading has taken place as described previously, IGES recommends that the exposed pavement subgrade be proof-rolled to identify areas of soft or pumping soils; if any soft areas are identified they should be stabilized as recommended in Section 6.2.4. Once this has been accomplished the site may be brought back to the proposed subgrade elevation with the placement of pit-run type granular fill, and then the asphalt or pavement section may be placed.

6.2.2 Trench Excavations

Based on our soil observations, visual classifications and laboratory testing, the native soils at the site classify as Type B soils according to the Occupational Safety and Health Administration (OSHA). Trenches with vertical walls up to 4 feet in depth may be occupied. IGES observed that the soil layers in the upper 4 feet tended to be slightly moist, medium dense to dense, and should easily maintain a nearly vertical cut. When a trench is deeper than 4 feet, we recommend a trench-shield or shoring be used as a protective system for workers in the trench.

The contractor is ultimately responsible for trench and site safety. Pertinent OSHA requirements should be met to provide a safe work environment. If site specific conditions arise that require engineering analysis in accordance with OSHA regulations, IGES can respond and provide recommendations as needed.

6.2.3 Structural Fill and Compaction

All fill placed for the support of structures, flatwork or pavements, should consist of structural fill. Structural fill may consist of an approved imported granular material, native granular soils or screened, processed undocumented fill soils. The onsite undocumented fill soils may be reused as structural fill provided any trash, organics or material larger than 6 inches is removed prior to reuse. Imported soil used as structural fill should be a relatively well-graded granular soil with a maximum of 50 percent passing the No. 4 sieve and a maximum fines content (minus No.200 mesh sieve) of 20 percent. Structural fill should be relatively free of vegetation and debris, and contain no materials larger than 4 inches in nominal size (6 inches in greatest dimension). All structural fill soils should be approved by the geotechnical engineer prior to placement.

All structural fill should be placed in maximum 6-inch loose lifts if compacted by small hand-operated compaction equipment, maximum 8-inch loose lifts if compacted by light-to medium-duty rollers, and maximum 10-inch loose lifts if compacted by heavy-duty compaction equipment that is capable of efficiently compacting the entire thickness of the lift. We recommend that all structural fill be compacted on a horizontal plane. Structural fill placed beneath structures and below concrete flat work or pavement sections should be compacted to at least 95% of the maximum dry density (MDD) as determined by ASTM D-1557 (modified proctor). The moisture content for all structural fill should be at or slightly above the OMC at the time of placement and compaction of any structural fill. Also, prior to placing any fill, the excavation should be observed by the geotechnical engineer to evaluate whether unsuitable materials or loose soils have been removed. In addition, proper grading should precede placement of fill, as described in the **General Site Preparation and Grading** subsection of this report (Section 6.2.1).

All utility trenches backfilled below footings, pavement sections, concrete flatwork, curb and gutter and sidewalks should be backfilled with structural fill that is at or slightly above the OMC when placed and compacted to at least 95 percent of the MDD as determined by ASTM D-1557. Structural fill in landscape areas should be backfilled and compacted to a minimum of 90 percent of the MDD (ASTM D-1557).

Backfill around foundation walls should be placed in lifts no thicker than 12 inches and compacted to approximately 90 percent of the MDD at or slightly above the OMC as determined by ASTM D-1557. Failure to properly moisture-condition and compact foundation wall backfill may result in settlements of up to several inches within the fill if the moisture content of the backfill increases. Only small compaction equipment should be used near basement walls such as jumping jacks and walk-behind/remote controlled compacters. We recommend backfill placement against foundation walls not be completed until floor joists are in place or the basement walls are braced.

The gradation, placement, moisture and compaction recommendations contained in this section meet our minimum requirements. If other governing agencies such as utility, city, county or state entities have more stringent requirements which exceed our recommendations, the more stringent specifications are to be followed.

6.2.4 Soft Soil Stabilization

Although not anticipated, soft and/or pumping soils may be encountered depending on the time of year. If encountered, stabilization of soft or pumping subgrade should be accomplished by using a clean, coarse angular material worked into the soft subgrade. We recommend the material be greater than 3 inches in nominal diameter, but less than 6 inches. The stabilization material should be worked (pushed) into the soft subgrade soils until a relatively firm and unyielding surface is established. Once a relatively firm and unyielding surface is achieved, the area may be brought to final design grade using structural fill. Other earth materials not meeting aforementioned criteria may also be suitable; however, such material should be evaluated on a case-by-case basis and should be approved by IGES prior to use.

The placement of a woven geotextile and compacted structural fill may be used as an alternative or in conjunction to the procedures previously described to stabilize soft soils. The woven geotextile should consist of TenCate Mirafi 600X or approved equivalent. The geotextile should be placed to cover the entire excavation bottom where structural fill will be placed. The geotextile should be installed in accordance with the manufacturer's recommendations; seams should be overlapped a minimum of 12 inches. Following placement of the geotextile, compacted structural fill may be placed to the required grade.

6.3 FOUNDATIONS

Basements for the proposed residences are acceptable at this site and are recommended for the areas where near-surface undocumented fill soils are encountered. The basement excavations should be extended to suitable, undisturbed native soils below the undocumented fill. All soft, organic, topsoil or undocumented fill should be removed from beneath the proposed footings. All footing excavations should be observed by IGES or other qualified geotechnical engineer prior to constructing foundations.

Strip footings should be a minimum of 24 inches wide, isolated spread footings should be a minimum of 36 inches wide. Exterior footings should be embedded at least 30 inches below final grade for frost protection and confinement. Interior footings not exposed to the full effects of frost should be embedded at least 12 inches for confinement.

The proposed structures may be supported on conventional strip footings. The footings should be founded entirely on suitable, undisturbed, medium dense, or stiff native soils or a zone of structural fill with a minimum thickness of 12 inches that extends to suitable, relatively undisturbed native soils. Footings constructed in this manner may be proportioned for a maximum net allowable bearing capacity of 3,000 psf. The preceding values are for dead load plus live load conditions. A 1/3 increase is allowed for temporary wind or seismic conditions.

Settlements of properly designed and constructed conventional footings, founded as described above, are anticipated to be less than 1 inch. Differential settlements should be on the order of one-half the total settlement over 30 feet.

6.4 CONCRETE SLAB-ON-GRADE CONSTRUCTION

For areas without undocumented fill the slabs-on-grade and concrete flatwork may be placed directly on graded, suitable, undisturbed native soils. For areas where undocumented fill is observed we recommend a minimum of 24-inch over-excavation be removed, processed and re-placed as compacted structural fill. An IGES representative should observe the site preparation and grading operations to assess whether the recommendations presented in this report have been complied with. Below all slabs we recommend 4 inches of clean, compacted, free-draining gravel. Any structural fill placed should meet the requirements in Section 6.2.3 of this report. If soft soils are exposed following the over-excavation, they should be stabilized by compacting gravel and cobbles until the soil is firm and relatively unyielding or by using a woven geotextile consisting of TenCate Mirafi 600X or approved equivalent.

All concrete slabs should be designed to minimize cracking as a result of shrinkage. This should include appropriate spacing of concrete control joints and saw-cut joints.

Additionally, consideration should be given to reinforcing the slab with welded wire, re-bar, or fiber mesh as appropriate. All concrete work should be performed in accordance with the American Concrete Institute (ACI) codes and recommendations.

6.5 EARTH PRESSURE AND LATERAL RESISTANCE

Lateral forces imposed upon conventional foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footing and the supporting soils.

Based on an internal angle of friction of 32° the ultimate lateral earth pressures for the native soils acting against retaining walls and buried structures may be computed from the lateral pressure coefficients or equivalent fluid densities presented in the following table:

Condition	Lateral Pressure Coefficient	Equivalent Fluid Density (pounds per cubic foot)
Active*	0.28	37
At-rest**	0.47	63
Passive*	3.25	440
Seismic Active***	0.79	107

* Based on Coulomb's equation

** Based on Jaky

*** Based on Mononobe-Okabe

These coefficients and densities assume level, granular backfill with no buildup of hydrostatic pressures. If sloping backfill, surcharges or groundwater are present, we recommend the geotechnical engineer be consulted to provide more accurate lateral pressure parameters once the design geometry is established.

Walls and structures allowed to rotate slightly should use the active condition. If the element is constrained against rotation, the at-rest condition should be used. These values should be used with an appropriate factor of safety against overturning and sliding. A value of 1.5 is typically used.

For seismic analyses, the *active* earth pressure coefficient provided in the table is based on the Mononobe-Okabe pseudo-static approach and only accounts for the dynamic horizontal thrust produced by ground motion. Hence, the resulting dynamic thrust pressure *should be added* to the static pressure to determine the total pressure on the wall. The pressure distribution of the dynamic horizontal thrust may be closely approximated as an inverted triangle with stress decreasing with depth and the resultant acting at a

distance approximately 0.6 times the loaded height of the structure, measured upward from the bottom of the structure.

6.6 MOISTURE PROTECTION AND SURFACE DRAINAGE

Precautions should be taken during and after construction to minimize the potential for saturation of foundation soils. Over wetting the soils prior to or during construction is likely to result in increased softening and pumping, causing equipment mobility problems and difficulty in achieving compaction. Moisture should not be allowed to infiltrate the soils in the vicinity of, or upslope from, the structures. We have included the following as minimum recommendations:

- Rain gutters should be installed around the entire roof perimeters of proposed structures.
- Downspouts should be installed to direct all roof runoff a minimum of 10 feet away from structures.
- The grade within 10 feet of the structures should be sloped a minimum of 5% away from the structure.
- No pressurized irrigation lines should be placed within 5 feet of the structures and we recommend the area within 5 feet of the structure be hardscaped, xeriscaped or planted with drought tolerant plants that do not require irrigation.

6.7 ASPHALT CONCRETE PAVEMENT DESIGN

For areas without undocumented fill the pavement section may be placed directly on graded, suitable, undisturbed native soils. For areas where undocumented fill is observed we recommend a minimum 24-inch over-excavation to be removed, processed and replaced as compacted structural fill. An IGES representative should observe the site preparation and grading operations to assess whether the recommendations presented in this report have been complied with.

A laboratory-determined CBR value of 32.0 was obtained from a representative sample of the near-surface soils during our investigation. This value indicates that the subsurface soils will provide very good pavement support. No traffic information was available at the time this report was prepared, however, we have assumed equivalent single axle load (ESAL) values of 275,000 ESALs for the subdivision roadways. The following pavement design has been developed for a 20-year design life assuming an annual growth rate of 0%. Based on the previously presented data, information provided by the client and the above mentioned assumptions, we recommend that pavement section be constructed in accordance with Table 6.7.1. The exposed subgrade should be proof-rolled as recommended in Section 6.2.1 and if needed, stabilized as recommended in Section 6.2.5. After grading has taken place as recommended in Section 6.2.1, placement and

compaction of the road base/granular borrow may take place. The road base should have a minimum CBR value of 30 and should be compacted to at least 95% of the MDD at or slightly above the OMC as determined by ASTM D1557.

Table 6.7.1 - Flexible Pavement Section

Section Alternatives	Asphalt Concrete (in.)	Untreated Road Base (in.)
Proposed Roadway Section	3	9

* Road Base/Borrow to be placed after proof roll, see Section 6.2.1.

Asphalt has been assumed to be a high stability plant mix; base course material should be composed of crushed stone with a minimum CBR of 70. Asphalt should be compacted to a minimum density of 96% of the Marshall value and base course should be compacted to at least 95% of the MDD of the modified proctor.

If traffic conditions vary significantly from the stated assumptions, IGES should be contacted so we can modify the design sections as necessary. If a significant volume of heavy construction traffic occurs after the pavement section has been constructed, the owner should anticipate maintenance or a decrease in the design life of the pavement area.

6.8 SOIL CORROSIVITY

Laboratory testing of a representative soil sample obtained from TP-7 at 3 feet indicated a soluble sulfate content of 8.1 ppm. Accordingly, the sample is classified as having a 'low' potential for deterioration of concrete due to the presence of soluble sulfate. As such, conventional Type I/II Portland cement may be used for all concrete in contact with site soils.

To evaluate the corrosion potential of ferrous metal in contact with onsite native soil a sample was tested for soil resistivity, soluble chloride and pH. The tests indicated that the onsite soil tested had a soluble chloride content of 5.1 ppm and a pH of 7.4. Based on these results, the onsite native soils are considered to have a *low* degree of corrosivity on ferrous metal. A minimum soil resistivity of 7457 OHM-cm was also obtained. Based on this result, the onsite native soil is considered to be *moderately corrosive* to ferrous metal. Rebar and steel pipes surrounded by concrete or inert imported fill material will be shielded from the majority of the corrosion effects. However, consideration should be given to retaining the services of a qualified corrosion engineer to provide an assessment of any metal that may be in direct contact with site soils or structural fill derived from site soils.

7.0 CLOSURE

7.1 LIMITATIONS

The recommendations contained in this report are based on our limited field exploration, laboratory testing, and understanding of the proposed construction. The subsurface data used in the preparation of this report were obtained from the explorations made for this investigation. It is likely that variations in the soil and groundwater conditions exist between and beyond the points explored. The nature and extent of variations may not be evident until construction occurs. If any conditions are encountered that differ from those described in this report, IGES should be immediately notified so that we may make any necessary revisions to recommendations contained in this report. In addition, if the scope of the proposed construction changes from that described in this report, we should be notified. It is critical that this report be used in its entirety. This report was prepared in accordance with the generally accepted standard of practice at the time the report was written. No warranty, expressed or implied, is made.

It is the Client's responsibility to see that all parties to the project including the Designer, Contractor, Subcontractors, etc. are made aware of this report in its entirety. The use of information contained in this report for bidding purposes should be done at the Contractor's option and risk.

7.2 ADDITIONAL SERVICES

The recommendations made in this report are based on the assumption that an adequate program of tests and observations will be made during the construction. IGES staff should be on site to verify compliance with these recommendations. These tests and observations should include, but not necessarily be limited to, the following:

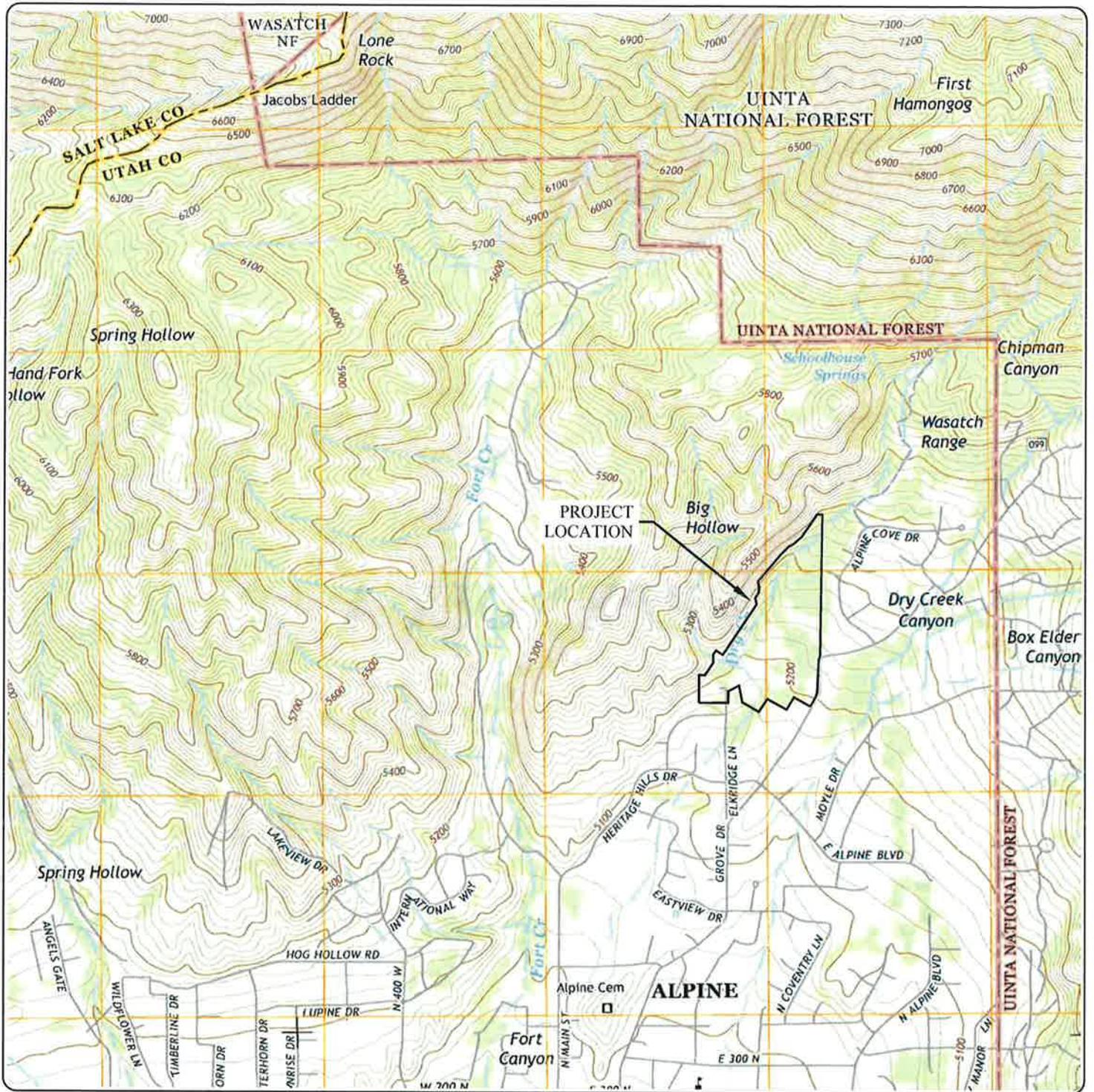
- Observations and testing during site preparation, earthwork and structural fill placement.
- Observation of footing excavations.
- Consultation as may be required during construction.
- Quality control on concrete placement to verify slump, air content, and strength.

We also recommend that project plans and specifications be reviewed by us to verify compatibility with our conclusions and recommendations. Additional information concerning the scope and cost of these services can be obtained from our office.

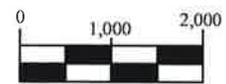
8.0 REFERENCES CITED

- Biek, R.F., 2005, Geologic Map of the Lehi Quadrangle and Part of the Timpanogos Cave Quadrangle, Salt Lake and Utah Counties, Utah, Utah Geological Survey Map 210, Scale 1:24,000.
- Federal Emergency Management Agency [FEMA], 1997, NEHRP Recommended Provisions for Seismic Regulations for New Buildings and Other Structures, FEMA 302, Washington, D.C.
- Hintze, L.F., 1980, Geologic Map of Utah: Utah Geological and Mineral Survey Map-A-1, scale 1:500,000.
- International Building Code [IBC], 2012, International Code Council, Inc.
- Machette, M.N., 1992, Surficial geologic map of Wasatch fault zone, eastern part of the Utah Valley, Utah County and parts of Salt Lake and Juab Counties, Utah: U.S. Geological Survey Miscellaneous Investigations Series Map I-2095, scale 1:50,000.
- United States Geological Survey, Lehi, Utah, Quadrangle Maps 7.5 Minute Series.
- USGS, 2008 Interactive Deaggregations Web Application, (<http://geohazards.usgs.gov/deaggint/2008/>).
- USGS, 2012, U.S. Seismic “Design Maps” Web Application (<https://geohazards.usgs.gov/secure/designmaps/us/application.php>), uses the International Building Code (2012 IBC).
- Utah Geological Survey (UGS), 1994, Liquefaction-Potential Map for a Part of Utah County, Utah, Public Information Series 28, Map date August 1994, modified from Anderson, L.R., Keaton, J.R., and Bischoff, J.E., 1994, Liquefaction potential map for Utah County, Utah: Utah Geological Survey Contract Report 94-3, 46 p., scale 1:48,000.

APPENDIX A



BASE MAP: LEHI, UTAH - U.S.G.S. 7.5 MINUTE QUADRANGLES, 2014



SCALE 1" = 2,000'
(8 1/2" x 11" ONLY)



IGES[®]

PROJECT NUMBER: 02362-001

SITE VICINITY MAP
 GEOTECHNICAL INVESTIGATION
 OBEREE ANNEXATION
 ~1425 GROVE DRIVE
 ALPINE, UTAH

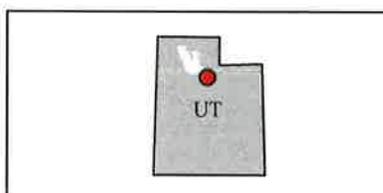


FIGURE
 A-1



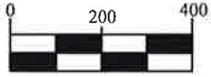
THIS PLAN VIEW IS FOR REFERENCE ONLY AND DOES NOT REPRESENT A BOUNDARY OR TOPO SURVEY. ALL FEATURES AND PROPERTY LINES ARE APPROXIMATE.
 AERIAL IMAGES FROM AGRC WEBSITE, 2012 HIGH RESOLUTION ORTHOPHOTOGRAPHY (HRO), 12TVK340800.tif, DATE OF IMAGES - SPRING, 2012.



IGES[®]

PROJECT NUMBER: 02362-001

GEOTECHNICAL MAP
 GEOTECHNICAL INVESTIGATION
 OBEREE ANNEXATION
 ~1425 GROVE DRIVE
 ALPINE



SCALE 1" = 400'
 (8½"x11" ONLY)

FIGURE
 A-2



TEST PIT 1



TEST PIT 4



TEST PIT 5



TEST PIT 11



TEST PIT 15

PHOTOS TAKEN ON AUGUST 2, 2016



PROJECT NUMBER: 01791-006

SITE PHOTOS

GEOTECHNICAL INVESTIGATION
OBEREE ANNEXATION
~1425 GROVE DRIVE
ALPINE

FIGURE

A-4

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001 GINT.GPJ IGES.GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT				IGES Rep: JKW		TEST PIT NO:			
		COMPLETED: 8/2/16						Project Number 02362-001		Rig Type: Volvo TrackH		TP - 1 Sheet 1 of 1	
		BACKFILLED: 8/2/16								LOCATION			
DEPTH		ELEVATION		LATITUDE 40.47840		LONGITUDE -111.76480		ELEVATION 5,344		Plastic Moisture Liquid Limit Content Limit			
FEET		SAMPLES		UNIFIED SOIL CLASSIFICATION		MATERIAL DESCRIPTION		Dry Density(pcf)		Moisture Content %			
WATER LEVEL		GRAPHICAL LOG						Percent minus 200		Liquid Limit			
								Plasticity Index		102030405060708090			
0				SC		Clayey SAND Topsoil - medium dense, slightly moist to dry, dark brown with frequent roots, roots extend to approximately 4 feet							
1													
2				SM		Silty SAND - medium dense to dense, slightly moist to dry, brown to light brown with gravel and trace cobble, weathered bedrock							
3													
4		5340								14.4			
5				GM		Silty GRAVEL - medium dense, slightly moist to dry, tan, weathered bedrock cobbles							
6													
7				SM		Silty SAND - medium dense to dense, slightly moist to dry, brown to light brown with gravel and trace cobble, weathered bedrock		80.6		9.0			
8				GM		Silty GRAVEL - medium dense, slightly moist to dry, tan, weathered bedrock cobbles							
9		5335											
10				SM		Silty SAND - medium dense to dense, slightly moist to dry, brown to light brown with gravel and trace cobble, weathered bedrock							
11				GM		Silty GRAVEL - medium dense, slightly moist to dry, tan, weathered bedrock cobbles							
12				SM		Silty SAND - medium dense to dense, slightly moist to dry, brown to light brown with gravel and trace cobble, weathered bedrock							
13													
14		5330											



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE
 □ - GRAB SAMPLE
 ▣ - 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL
 ▾ - MEASURED
 ▽ - ESTIMATED

NOTES:

Figure
A-5

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001 GINTI.GPJ IGES.GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT			IGES Rep: JKW		TEST PIT NO:								
		COMPLETED: 8/2/16					Project Number 02362-001		Rig Type: Volvo TrackH		TP - 3 Sheet 1 of 1						
		BACKFILLED: 8/2/16							LOCATION				Moisture Content and Atterberg Limits				
DEPTH		ELEVATION		LATITUDE 40.47700 LONGITUDE -111.76480 ELEVATION 5,300		Dry Density(pcf)		Moisture Content %		Percent minus 200		Liquid Limit		Plasticity Index		Plastic Limit Moisture Content Liquid Limit -----●----- 102030405060708090	
FEET		SAMPLES		UNIFIED SOIL CLASSIFICATION		MATERIAL DESCRIPTION											
0				SM		Silty SAND with Gravel Fill - loose to medium dense, slightly moist, brown, dark brown and red-brown with granite cobbles and boulders up to 36 inches in diameter with 3- to 12-inch diameters typical											
1																	
2																	
3																	
4																	
5				SM		Silty SAND - medium dense, moist, red-brown with trace clay, frequent 1/4- to 1-inch diameter roots and granite gravel, cobbles and boulders											
6																	
7																	
8				SP		Poorly Graded SAND with Gravel - medium dense to dense, slightly moist, red-brown with granite cobbles and boulders up to 36 inches in diameter with 3- to 12-inch diameters typical											
9																	
10																	
11																	
12																	
13																	
14																	



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE
 □ - GRAB SAMPLE
 ⊠ - 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL
 ▼ - MEASURED
 ▽ - ESTIMATED

NOTES:

Figure
A-7

DATE		STARTED: 8/2/16		Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT Project Number 02362-001			IGES Rep: JKW		TEST PIT NO:			
		COMPLETED: 8/2/16					LATITUDE 40.47680 LONGITUDE -111.76650 ELEVATION 5,269		Rig Type: Volvo TrackH		TP - 4 Sheet 1 of 1	
		BACKFILLED: 8/2/16							Dry Density (pcf) Moisture Content % Percent minus 200 Liquid Limit Plasticity Index			
DEPTH		ELEVATION		LOCATION		Moisture Content and Atterberg Limits						
FEET		SAMPLES		MATERIAL DESCRIPTION		Plastic Limit		Moisture Content				
WATER LEVEL		GRAPHICAL LOG				Liquid Limit		Liquid Limit				
		UNIFIED SOIL CLASSIFICATION				Plasticity Index		Plastic Limit Moisture Content Liquid Limit 				
0		SM		Silty SAND Fill - medium dense, slightly moist, light brown with granite cobbles and boulders with 3- to 12-inch diameters typical				102030405060708090				
1												
2												
3												
5265		SC-SM		Silty SAND with Clay Topsoil - medium dense, moist, dark brown, trace clay, trace gravel and cobble, with roots 1/4- to 1-inch in diameter								
4												
5												
6												
7		SM		Silty SAND - dense, moist, dark brown with granite gravel, cobble with white calcium stringers and mottles								
8												
5260												
9												
10						31.9						
11												
12												
13												
5255												
14												

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001 GINT GPJ IGES GDT 8/23/16



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE

- ☐ - GRAB SAMPLE
- ⊠ - 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL

- ▼ - MEASURED
- ▽ - ESTIMATED

NOTES:

Figure
A-8

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001 GINT.GPJ IGES.GDT 8/23/16

DATE	STARTED: 8/2/16	Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT	IGES Rep: JKW		TEST PIT NO: TP - 5 Sheet 1 of 1								
	COMPLETED: 8/2/16		Project Number 02362-001			Rig Type: Volvo TrackH							
	BACKFILLED: 8/2/16		LOCATION LATITUDE 40.47610 LONGITUDE -111.76500 ELEVATION 5,272										
DEPTH	ELEVATION	FEET	SAMPLES	WATER LEVEL	GRAPHICAL LOG	UNIFIED SOIL CLASSIFICATION	MATERIAL DESCRIPTION	Dry Density(pcf)	Moisture Content %	Percent minus 200	Liquid Limit	Plasticity Index	Moisture Content and Atterberg Limits Plastic Limit Moisture Content Liquid Limit
	5270	0			SM	Silty SAND Fill - loose to medium dense, slightly moist, brown with dark and red-brown, with gray granite gravel cobbles and boulders up to 24 inches in diameter with 3- to 12-inch diameters typical							10 20 30 40 50 60 70 80 90
	5265	6	▼		SP	Poorly Graded SAND with Gravel - medium dense to dense, slightly moist, gray with weathered granite gravel, cobble and boulders up to 24 inches in diameter with 3- to 12-inch diameters typical, sand is coarse-grained, layers of weathered granite and some iron staining							
	5260	10											
	11												
	12												
	13												
	14												



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE
 □ - GRAB SAMPLE
 ▣ - 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL
 ▼ - MEASURED
 ▽ - ESTIMATED

NOTES:

Figure
A-9

DATE	STARTED: 8/2/16	Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT	IGES Rep: JKW	TEST PIT NO: TP - 6 Sheet 1 of 1
	COMPLETED: 8/2/16		Rig Type: Volvo TrackH	
	BACKFILLED: 8/2/16		Project Number 02362-001	

DEPTH	ELEVATION	FEET	SAMPLES	WATER LEVEL	GRAPHICAL LOG	UNIFIED SOIL CLASSIFICATION	LOCATION	Dry Density (pcf)	Moisture Content %	Percent minus 200	Liquid Limit	Plasticity Index	Moisture Content and Atterberg Limits
							LATITUDE 40.47580 LONGITUDE -111.76670 ELEVATION 5,241						Plastic Limit Moisture Content Liquid Limit
							MATERIAL DESCRIPTION						102030405060708090
	5240	0				SM	Silty SAND Topsoil - medium dense, slightly moist to dry, brown with frequent roots						
	5240	1				SM	Silty SAND - medium dense, dry, light brown with blocky calcium streaks and trace gravel and cobble			12.2			
	5235	4				SP	Poorly Graded SAND - medium dense to dense, slightly moist, brown to gray to red-brown, with granite gravel, cobbles and boulders up to 36 inches in diameter with 2- to 12-inch diameters typical	98.8	9.0				
	5230	11											
		12											
		13											
		14											

LOG OF TEST PITS - 4 LINE HEADER W/ELEV DAG 02362-001 GINT.GPJ IGES.GDT 8/23/16



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE
 - GRAB SAMPLE
 - 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL
 - MEASURED
 - ESTIMATED

NOTES:

Figure
A-10

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001 GINT.GPJ IGES.GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Obere Annexation ~1425 Grove Drive Alpine, UT				IGES Rep: JKW		TEST PIT NO:													
		COMPLETED: 8/2/16						Project Number 02362-001		Rig Type: Volvo TrackH		TP - 7 Sheet 1 of 1											
		BACKFILLED: 8/2/16								LOCATION				Moisture Content and Atterberg Limits									
DEPTH		ELEVATION		LATITUDE 40.47500		LONGITUDE -111.76510		ELEVATION 5,244		Plastic Limit		Moisture Content		Liquid Limit									
ELEVATION		FEET		SAMPLES		WATER LEVEL		GRAPHICAL LOG		UNIFIED SOIL CLASSIFICATION		MATERIAL DESCRIPTION		Dry Density (pcf)		Moisture Content %		Percent minus 200		Liquid Limit		Plasticity Index	
0		0								SM		Silty SAND Topsoil - medium dense, dry, brown, blocky with frequent roots in upper 6 inches										102030405060708090	
1		1								SM		Silty SAND with Silty GRAVEL - medium dense, dry, light brown with granite gravel, cobble and boulders up to 36 inches in diameter with 1- to 8-inch diameters typical											
2		2								SP		Poorly Graded SAND - medium dense, dry, light brown with granite gravel, cobble and boulders up to 36 inches in diameter with 1- to 8-inch diameters typical, sand is coarse-grained from desiccated granite rock											
3		3																					
4		4																					
5		5																					
6		6																					
7		7																					
8		8																					
9		9																					
10		10																					
11		11																					
12		12																					
13		13																					
14		14																					



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE
 □ - GRAB SAMPLE
 ▣ - 3" O.D THIN-WALLED HAND SAMPLER

WATER LEVEL
 ▼ - MEASURED
 ▽ - ESTIMATED

NOTES:

Figure
A-11

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001 GINT GPJ IGES GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT			IGES Rep: JKW		TEST PIT NO:					
DATE		COMPLETED: 8/2/16					Project Number 02362-001		Rig Type: Volvo TrackH		TP - 8 Sheet 1 of 1			
DATE		BACKFILLED: 8/2/16							LOCATION LATITUDE 40.47400 LONGITUDE -111.76510 ELEVATION 5,227				Moisture Content and Atterberg Limits	
DEPTH	ELEVATION	SAMPLES	WATER LEVEL	GRAPHICAL LOG	UNIFIED SOIL CLASSIFICATION	MATERIAL DESCRIPTION	Dry Density (pcf)	Moisture Content %	Percent minus 200	Liquid Limit	Plasticity Index	Plastic Limit	Moisture Content	Liquid Limit
	FEET													
	0				SM	Silty SAND Topsoil - medium dense, slightly moist to dry, brown, with frequent fine roots and granite gravel, cobbles and boulders								
	1				SM	Silty SAND - medium dense, dry, light and red-brown with granite gravel, cobble and boulders up to 48 inches in diameter with 4- to 18-inch diamters typical								
	2													
	3													
	4													
	5													
	6													
	7													
	8				SP	Poorly Graded SAND - medium dense, dry, light brown with granite gravel, cobble and boulders up to 36 inches in diameter with 1- to 8-inch diamters typical, sand is coarse-grained from desiccated granite rock								
	9													
	10													
	11													
	12													
	13													
	14													

Moisture Content and Atterberg Limits
Plastic Limit Moisture Content Liquid Limit



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE
 - GRAB SAMPLE
 - 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL
 - MEASURED
 - ESTIMATED

NOTES:

Figure
A-12

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001 GINT GPJ IGES GDT 8/23/16

DATE	STARTED: 8/2/16	Geotechnical Investigation Oberec Annexation ~1425 Grove Drive Alpine, UT	IGES Rep: JKW		TEST PIT NO: TP - 9 <small>Sheet 1 of 1</small>								
	COMPLETED: 8/2/16		Project Number 02362-001			Rig Type: Volvo TrackH							
	BACKFILLED: 8/2/16		LOCATION LATITUDE 40.47350 LONGITUDE -111.76800 ELEVATION 5,205										
DEPTH		MATERIAL DESCRIPTION		Dry Density(pcf)	Moisture Content %	Percent minus 200	Liquid Limit	Plasticity Index	Moisture Content and Atterberg Limits				
ELEVATION	FEET	SAMPLES	WATER LEVEL	GRAPHICAL LOG	UNIFIED SOIL CLASSIFICATION					Plastic Limit	Moisture Content	Liquid Limit	
5200	0			[Cross-hatched pattern]	SM	Silty SAND Fill - loose, slightly moist to dry, light brown, with rounded granite gravel, cobbles and boulders up to 36 inches in diameter with 3- to 12-inch diameters typical, some construction debris, trash, etc.					10	20	30
5195	1			[Dotted pattern]	SP	Poorly Graded SAND - medium dense, dry, light brown with granite gravel, cobble and boulders up to 36 inches in diameter with 1- to 8-inch diameters typical, sand is coarse-grained from desiccated granite rock					40	50	60
5190	2			[Dotted pattern]							70	80	90
14	14			[Dotted pattern]									



Copyright (c) 2016, IGES, INC.

- SAMPLE TYPE**
- ☐ - GRAB SAMPLE
 - ☒ - 3" O.D. THIN-WALLED HAND SAMPLER
- WATER LEVEL**
- ▼ - MEASURED
 - ▽ - ESTIMATED

NOTES:

Figure
A-13

LOG OF TEST PIT'S - 4 LINE HEADER W ELEV DAG 02362-001 GINT GPJ IGES GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT				IGES Rep: JKW		TEST PIT NO:			
DATE		COMPLETED: 8/2/16						Project Number 02362-001		Rig Type: Volvo TrackH		TP -10	
DATE		BACKFILLED: 8/2/16								LATITUDE 40.47410 LONGITUDE -111.76990 ELEVATION 5,259		Dry Density (pcf) Moisture Content % Percent minus 200 Liquid Limit Plasticity Index	
DEPTH		ELEVATION		LOCATION		Moisture Content and Atterberg Limits Plastic Limit Moisture Content Liquid Limit 		Moisture Content and Atterberg Limits Plastic Limit Moisture Content Liquid Limit 102030405060708090					
FEET		SAMPLES		MATERIAL DESCRIPTION						98.0 5.7 16.4		Plasticity Index	
WATER LEVEL		GRAPHICAL LOG		UNIFIED SOIL CLASSIFICATION		Silty SAND Topsoil - medium dense, slightly moist to dry, dark brown, with frequent 1/4- to 1-inch diameter scrub oak roots with trace granite gravel, cobbles		Silty SAND - medium dense, slightly moist, light brown with frequent roots, trace granite gravel, cobble, sand is coarse-grained					
0		1		SM						5255 2 3 4 5 6 7 8 9 10 11 12 13 14 5245		5255 5250 5245	



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE
 □ - GRAB SAMPLE
 ▩ - 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL
 ▼ - MEASURED
 ▽ - ESTIMATED

NOTES:

Figure
A-14

LOG OF TEST PITS - 4 LINE HEADER W/ ELEV DAG 02362-001.GINT.GPJ IGES.GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT			IGES Rep: JKW		TEST PIT NO: TP -11			
		COMPLETED: 8/2/16					Project Number 02362-001		Rig Type: Volvo TrackH		Sheet 1 of 1	
		BACKFILLED: 8/2/16					LOCATION				Moisture Content and Atterberg Limits	
DEPTH		ELEVATION		LATITUDE 40.47340		LONGITUDE -111.77140		ELEVATION 5,350		Plastic Limit Moisture Content Liquid Limit		
FEET		SAMPLES		UNIFIED SOIL CLASSIFICATION		MATERIAL DESCRIPTION		Dry Density (pcf)		Moisture Content %		
WATER LEVEL		GRAPHICAL LOG		SC		Clayey SAND Topsoil - medium dense, slightly moist to dry, brown		Percent minus 200		Liquid Limit		
				SM		Silty SAND - dense, dry, brown to red-brown with rounded granite gravel, cobble with 1/2- to 6-inch diamters typical		Plasticity Index		102030405060708090		
0												
1												
2												
3		X						93.4		4.3		
4												
5												
6												
7												
8												
9												
10												
11												
12										18.5		
13												
14												



Copyright (c) 2016, IGES, INC.

- SAMPLE TYPE**
- ▢ - GRAB SAMPLE
 - ⊠ - 3" O.D. THIN-WALLED HAND SAMPLER
- WATER LEVEL**
- ▼ - MEASURED
 - ▽ - ESTIMATED

NOTES:

Figure A-15

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001 GINT.GPJ IGES.GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT Project Number 02362-001			IGES Rep: JKW		TEST PIT NO:					
DATE		COMPLETED: 8/2/16					Rig Type: Volvo TrackH		TP -12 Sheet 1 of 1					
DATE		BACKFILLED: 8/2/16												
DEPTH		ELEVATION		LOCATION			Dry Density (pcf)	Moisture Content %	Percent minus 200	Liquid Limit	Plasticity Index	Moisture Content and Atterberg Limits		
FEET		SAMPLES		LATITUDE 40.47390 LONGITUDE -111.76600 ELEVATION 5,218								Plastic Limit Moisture Content Liquid Limit 		
		WATER LEVEL		GRAPHICAL LOG		UNIFIED SOIL CLASSIFICATION		MATERIAL DESCRIPTION				102030405060708090		
0						GM		Silty GRAVEL Topsoil - medium dense to dense, slightly moist to dry, brown, with frequent roots, rounded granite gravel, cobbles and boulders up to 24 inches in diameter with 3- to 12-inch diameters typical						
1														
2														
3						GP		Poorly Graded GRAVEL - dense, slightly moist, brown, with rounded granite gravel, cobbles and boulders up to 24 inches in diameter with 3- to 12-inch diameters typical						
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE

- GRAB SAMPLE
- 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL

- MEASURED
- ESTIMATED

NOTES:

Figure

A-16

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001.GINT.GPJ IGES.GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Obree Annexation ~1425 Grove Drive Alpine, UT				IGES Rep: JKW		TEST PIT NO: TP -13			
		COMPLETED: 8/2/16						Project Number 02362-001		Rig Type: Volvo TrackH		Sheet 1 of 1	
		BACKFILLED: 8/2/16								LOCATION LATITUDE 40.47250 LONGITUDE -111.76870 ELEVATION 5,191		Moisture Content and Atterberg Limits	
DEPTH	ELEVATION	SAMPLES	WATER LEVEL	GRAPHICAL LOG	UNIFIED SOIL CLASSIFICATION	MATERIAL DESCRIPTION	Dry Density (pcf)	Moisture Content %	Percent minus 200	Liquid Limit	Plasticity Index		
	FEET												
	0				SM	Silty SAND Fill - loose, slightly moist to dry, light brown with fine roots, granite gravel and boulders							
	1												
	2				SC-SM	Silty SAND with Clay Topsoil - medium dense, slightly moist, dark brown with frequent 1/4-inch diameter roots							
	3												
	4				SM	Silty SAND - medium dense, slightly moist, brown							
	5						87.5	8.1					
	6												
	7				SP	Poorly Graded SAND - medium dense, slightly moist, brown							
	8												
	9												
	10												
	11				GM	Silty GRAVEL - dense, slightly moist, light brown to tan with subangular gravel and cobble (not granite) with 1/2- to 4-inch diameters typical							
	12												
	13												
	14												



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE	
	- GRAB SAMPLE
	- 3" O.D. THIN-WALLED HAND SAMPLER
WATER LEVEL	
	- MEASURED
	- ESTIMATED

NOTES:

Figure
A-17

LOG OF TEST PTS - 4 LINE HEADER W ELEV DAG 02362-001 GINT GPJ IGES GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT				IGES Rep: JKW		TEST PIT NO: TP -14			
COMPLETED:		8/2/16						Project Number 02362-001		Rig Type: Volvo TrackH		Sheet 1 of 1	
BACKFILLED:		8/2/16											
DEPTH				LOCATION						Moisture Content and Atterberg Limits			
ELEVATION				LATITUDE 40.47290 LONGITUDE -111.76660 ELEVATION 5,193				Dry Density (pcf)		Moisture Content %			
FEET				MATERIAL DESCRIPTION				Percent minus 200		Liquid Limit			
SAMPLES								Plasticity Index		Plastic Limit		Moisture Content	
WATER LEVEL								24.2		102030405060708090			
GRAPHICAL LOG													
UNIFIED SOIL CLASSIFICATION													
0				Silty SAND Topsoil - medium dense, dry, brown with frequent 1/4- to 1-inch diameter roots, with subrounded granite gravel, cobbles and boulders up to 36 inches in diameter with 4- to 12-inch diameters typical									
1								SM					
2				Silty SAND - medium dense to dense, dry, brown with frequent roots and subrounded granite gravel, cobbles and boulders up to 36 inches in diameter with 4- to 12-inch diameters typical									
3								SM					
4				Poorly Graded GRAVEL - dense, slightly moist to dry, gray with coarse-grained desiccated granite sand and subrounded granite cobbles and boulders up to 36 inches in diameter with 4- to 12-inch diameters typical									
5								GP					
6													
7													
8													
9													
10													
11													
12													
13													
14													



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE

- ☐ - GRAB SAMPLE
- ⊠ - 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL

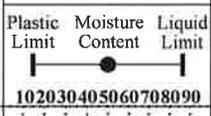
- ▼ - MEASURED
- ▽ - ESTIMATED

NOTES:

Figure
A-18

LOG OF TEST PITS - 4 LINE HEADER W ELEV DAG 02362-001 GINT GPJ IGES.GDT 8/23/16

DATE		STARTED: 8/2/16		Geotechnical Investigation Oberee Annexation ~1425 Grove Drive Alpine, UT				IGES Rep: JKW		TEST PIT NO: TP -15			
		COMPLETED: 8/2/16						Project Number 02362-001		Rig Type: Volvo TrackH		Sheet 1 of 1	
		BACKFILLED: 8/2/16						LOCATION				Moisture Content and Atterberg Limits	
DEPTH		ELEVATION		LATITUDE 40.47720		LONGITUDE -111.76510		ELEVATION 5,210					
FEET		SAMPLES		UNIFIED SOIL CLASSIFICATION		MATERIAL DESCRIPTION		Dry Density(pcf)		Moisture Content %			
0				SC		Clayey SAND Topsoil - medium dense, moist, dark brown with frequent fine roots							
1				GM		Silty GRAVEL - medium dense to dense, slightly moist, brown to red-brown with trace fine roots and rounded granite cobbles and boulders up to 18 inches in diameter with 3- to 12-inch diameters typical							
2													
3													
4													
5													
6													
7				GP		Poorly Graded GRAVEL - medium dense to dense, slightly moist, gray to red-brown with trace fine roots and rounded granite cobbles and boulders up to 18 inches in diameter with 3- to 12-inch diameters typical		4.5					
8													
9													
10													
11													
12													
13													
14													
5195													
5200													
5205													



Copyright (c) 2016, IGES, INC.

SAMPLE TYPE

- ▣ - GRAB SAMPLE
- ▣ - 3" O.D. THIN-WALLED HAND SAMPLER

WATER LEVEL

- ▼ - MEASURED
- ▽ - ESTIMATED

NOTES:

Figure A-19

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		USCS SYMBOL	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS <small>(More than half of material is larger than the #200 sieve)</small>	GRAVELS <small>(More than half coarse fraction is larger than the #4 sieve)</small>	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES
		GRAVELS WITH OVER 12% FINES	GP POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES
			GM SILTY GRAVELS, GRAVEL-SILT-SAND MIXTURES
	SANDS <small>(More than half coarse fraction is smaller than the #4 sieve)</small>	CLEAN SANDS WITH LITTLE OR NO FINES	SW WELL-GRADED SANDS, SAND-GRAVEL MIXTURES WITH LITTLE OR NO FINES
			SP POORLY-GRADED SANDS, SAND-GRAVEL MIXTURES WITH LITTLE OR NO FINES
		SANDS WITH OVER 12% FINES	SM SILTY SANDS, SAND-GRAVEL-SILT MIXTURES
		SC CLAYEY SANDS SAND-GRAVEL-CLAY MIXTURES	
FINE GRAINED SOILS <small>(More than half of material is smaller than the #200 sieve)</small>	SILTS AND CLAYS <small>(Liquid limit less than 50)</small>		ML INORGANIC SILTS & VERY FINE SANDS, SILTY OR CLAYEY FINE SANDS, CLAYEY SILTS WITH SLIGHT PLASTICITY
			CL INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
			OL ORGANIC SILTS & ORGANIC SILTY CLAYS OF LOW PLASTICITY
			MH INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILT
	SILTS AND CLAYS <small>(Liquid limit greater than 50)</small>		CH INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
			OH ORGANIC CLAYS & ORGANIC SILTS OF MEDIUM-TO-HIGH PLASTICITY
HIGHLY ORGANIC SOILS		PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

LOG KEY SYMBOLS

	BORING SAMPLE LOCATION		TEST-PIT SAMPLE LOCATION
	WATER LEVEL (level after completion)		WATER LEVEL (level where first encountered)

CEMENTATION

DESCRIPTION	DESCRIPTION
WEAKLY	CRUMBLES OR BREAKS WITH HANDLING OR SLIGHT FINGER PRESSURE
MODERATELY	CRUMBLES OR BREAKS WITH CONSIDERABLE FINGER PRESSURE
STRONGLY	WILL NOT CRUMBLE OR BREAK WITH FINGER PRESSURE

OTHER TESTS KEY

C	CONSOLIDATION	SA	SIEVE ANALYSIS
AL	ATTERBERG LIMITS	DS	DIRECT SHEAR
UC	UNCONFINED COMPRESSION	T	TRIAXIAL
S	SOLUBILITY	R	RESISTIVITY
O	ORGANIC CONTENT	RV	R-VALUE
CBR	CALIFORNIA BEARING RATIO	SU	SOLUBLE SULFATES
COMP	MOISTURE/DENSITY RELATIONSHIP	PM	PERMEABILITY
CI	CALIFORNIA IMPACT	-200	% FINER THAN #200
COL	COLLAPSE POTENTIAL	Gs	SPECIFIC GRAVITY
SS	SHRINK SWELL	SL	SWELL LOAD

MODIFIERS

DESCRIPTION	%
TRACE	<5
SOME	5 - 12
WITH	>12

GENERAL NOTES

- Lines separating strata on the logs represent approximate boundaries only. Actual transitions may be gradual.
- No warranty is provided as to the continuity of soil conditions between individual sample locations.
- Logs represent general soil conditions observed at the point of exploration on the date indicated.
- In general, Unified Soil Classification designations presented on the logs were evaluated by visual methods only. Therefore, actual designations (based on laboratory tests) may vary.

MOISTURE CONTENT

DESCRIPTION	FIELD TEST
DRY	ABSENCE OF MOISTURE, DUSTY, DRY TO THE TOUCH
MOIST	DAMP BUT NO VISIBLE WATER
WET	VISIBLE FREE WATER, USUALLY SOIL BELOW WATER TABLE

STRATIFICATION

DESCRIPTION	THICKNESS	DESCRIPTION	THICKNESS
SEAM	1/16-1/2" OCCASIONAL	ONE OR LESS PER FOOT OF THICKNESS	
LAYER	1/2-12" FREQUENT	MORE THAN ONE PER FOOT OF THICKNESS	

APPARENT / RELATIVE DENSITY - COARSE-GRAINED SOIL

APPARENT DENSITY	SPT (blows/ft)	MODIFIED CA SAMPLER (blows/ft)	CALIFORNIA SAMPLER (blows/ft)	RELATIVE DENSITY (%)	FIELD TEST
VERY LOOSE	<4	<4	<5	0 - 15	EASILY PENETRATED WITH 1/2-INCH REINFORCING ROD PUSHED BY HAND
LOOSE	4 - 10	5 - 12	5 - 15	15 - 35	DIFFICULT TO PENETRATE WITH 1/2-INCH REINFORCING ROD PUSHED BY HAND
MEDIUM DENSE	10 - 30	12 - 35	15 - 40	35 - 65	EASILY PENETRATED A FOOT WITH 1/2-INCH REINFORCING ROD DRIVEN WITH 5-LB HAMMER
DENSE	30 - 50	35 - 60	40 - 70	65 - 85	DIFFICULT TO PENETRATE 12" WITH 1/2-INCH REINFORCING ROD DRIVEN WITH 5-LB HAMMER
VERY DENSE	>50	>60	>70	85 - 100	PENETRATED ONLY FEW INCHES WITH 1/2-INCH REINFORCING ROD DRIVEN WITH 5-LB HAMMER

CONSISTENCY - FINE-GRAINED SOIL		TORVANE	POCKET PENETROMETER	FIELD TEST
CONSISTENCY	SPT (blows/ft)	UNTRAINED SHEAR STRENGTH (1st)	UNCONFINED COMPRESSIVE STRENGTH (1st)	
VERY SOFT	<2	<0.125	<0.25	EASILY PENETRATED SEVERAL INCHES BY THUMB. EXUDES BETWEEN THUMB AND FINGERS WHEN SQUEEZED BY HAND.
SOFT	2 - 4	0.125 - 0.25	0.25 - 0.5	EASILY PENETRATED ONE INCH BY THUMB. MOLDED BY LIGHT FINGER PRESSURE.
MEDIUM STIFF	4 - 8	0.25 - 0.5	0.5 - 1.0	PENETRATED OVER 1/2 INCH BY THUMB WITH MODERATE EFFORT. MOLDED BY STRONG FINGER PRESSURE.
STIFF	8 - 15	0.5 - 1.0	1.0 - 2.0	INDENTED ABOUT 1/2 INCH BY THUMB BUT PENETRATED ONLY WITH GREAT EFFORT.
VERY STIFF	15 - 30	1.0 - 2.0	2.0 - 4.0	READILY INDENTED BY THUMBNAIL.
HARD	>30	>2.0	>4.0	INDENTED WITH DIFFICULTY BY THUMBNAIL.



KEY TO SOIL SYMBOLS AND TERMINOLOGY

FIGURE
A-20

APPENDIX B

Water Content and Unit Weight of Soil

(In General Accordance with ASTM D7263 Method B and D2216)



© IGES 2004, 2016

Project: Oberee
No: 02362-001
Location: Alpine
Date: 8/9/2016
By: IM

Sample Info.	Boring No.	TP-6	TP-13						
	Sample:								
	Depth:	4.0'	5.0'						
Unit Weight Info.	Sample height, H (in)	6.000	5.360						
	Sample diameter, D (in)	2.416	2.416						
	Sample volume, V (ft ³)	0.0159	0.0142						
	Mass rings + wet soil (g)	1032.02	863.93						
	Mass rings/tare (g)	254.35	253.86						
	Moist soil, Ws (g)	777.67	610.07						
	Moist unit wt., γ_m (pcf)	107.71	94.58						
Water Content	Wet soil + tare (g)	748.28	731.05						
	Dry soil + tare (g)	697.08	685.99						
	Tare (g)	128.30	127.73						
Water Content, w (%)		9.0	8.1						
Dry Unit Wt., γ_d (pcf)		98.8	87.5						

Entered by: _____

Reviewed: _____

Amount of Material in Soil Finer than the No. 200 (75µm) Sieve

(ASTM D1140)

Project: Oberec
No: 02362-001
Location: **Alpine**
Date: **8/9/2016**
By: **BSS/IM**

Sample Info.	Boring No.	TP-1	TP-3	TP-4	TP-6	TP-10	TP-11	TP-14	TP-15
	Sample								
	Depth	4.0'	7.0'	10.0'	2.0'	5.0'	12.0'	3.0'	7.0'
	Split	Yes	No	Yes	Yes	No	No	No	No
	Split Sieve*	3/8"		3/8"	3/8"				
	Method	B	B	B	B	B	B	B	B
Specimen soak time (min)	410	430	420	320	310	420	420	390	
Moist total sample wt. (g)	1650.06	769.49	1212.98	935.22	365.69	486.97	458.84	556.66	
Moist coarse fraction (g)	757.74		169.66	59.58					
Moist split fraction + tare (g)	1204.42		881.50	883.13					
Split fraction tare (g)	312.10		326.65	464.62					
Dry split fraction (g)	867.91		495.89	398.29					
Dry retained No. 200 + tare (g)	947.98	660.66	636.18	810.87	410.68	677.97	625.37	818.89	
Wash tare (g)	312.10	219.38	326.65	464.62	121.53	294.21	288.38	299.57	
No. 200 Dry wt. retained (g)	635.88	441.28	309.53	346.25	289.15	383.76	336.99	519.32	
Split sieve* Dry wt. retained (g)	745.50		166.20	58.37					
Dry total sample wt. (g)	1613.41	701.63	1098.65	891.70	345.81	471.06	444.80	543.52	
Coarse Fraction	Moist soil + tare (g)	972.75		335.10	187.92				
	Dry soil + tare (g)	960.51		331.64	186.71				
	Tare (g)	215.01		165.44	128.34				
	Water content (%)	1.64		2.08	2.07				
Split Fraction	Moist soil + tare (g)	1204.42	988.87	881.50	883.13	487.22	781.18	747.22	856.23
	Dry soil + tare (g)	1180.01	921.01	822.54	862.91	467.34	765.27	733.18	843.09
	Tare (g)	312.10	219.38	326.65	464.62	121.53	294.21	288.38	299.57
	Water content (%)	2.81	9.67	11.89	5.08	5.75	3.38	3.16	2.42
Percent passing split sieve* (%)		53.8		84.9	93.5				
Percent passing No. 200 sieve (%)		14.4	37.1	31.9	12.2	16.4	18.5	24.2	4.5

Entered by: _____

Reviewed: _____

Laboratory Compaction Characteristics of Soil

(ASTM D698 / D1557)



© IGES 2004, 2016

Project: Oberee
No: 02362-001
 Location: Alpine
 Date: 8/5/2016
 By: DKS

Boring No.: TP-3

Sample:
Depth: 3 to 4'

Sample Description: Brown silty sand with gravel
 Engineering Classification: Not requested
 As-received water content (%): Not requested
 Preparation method: Moist
 Rammer: Mechanical-sector face
 Rock Correction: Yes * See results below
 Percent fraction retained, Pc (%) 12.3
 Percent fraction passing, Pf (%) 87.7

Method: ASTM D1557 C
 Mold Id. Inc 6
 Mold volume (ft³): 0.0748

Optimum water content (%): 6.2
Maximum dry unit weight (pcf): 137.4

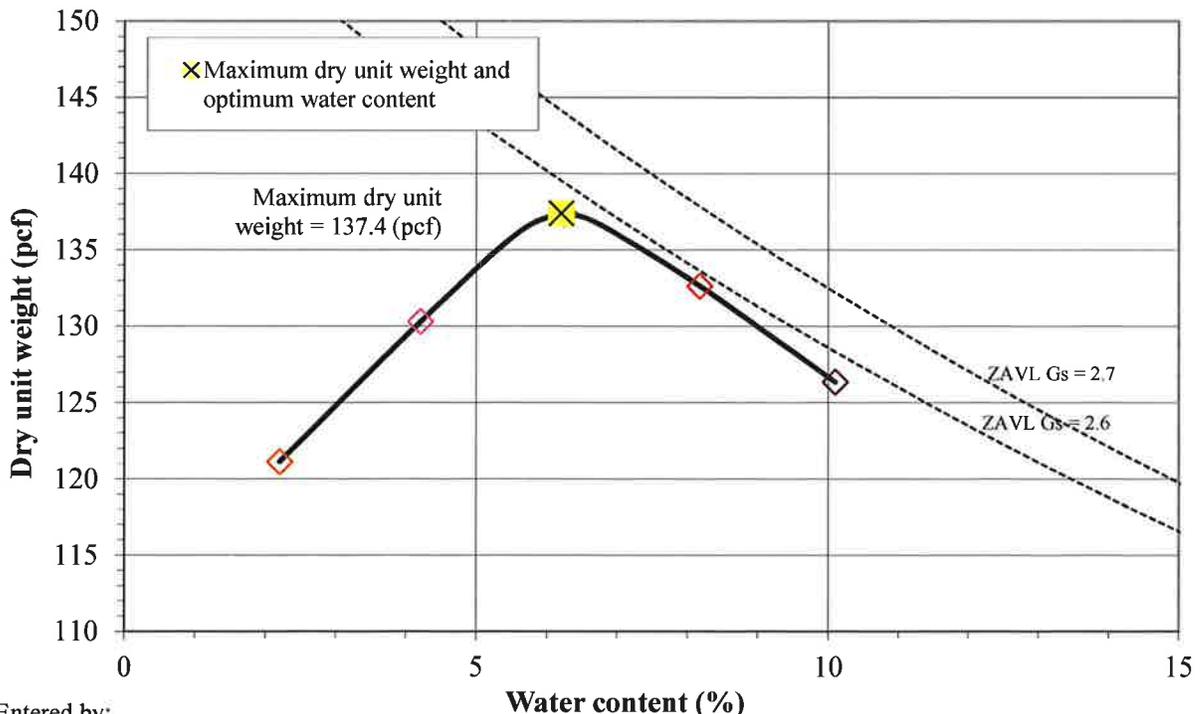
Point Number	+6%	+4%	+2%	As Is	-2%			
Wt. Sample + Mold (g)	11257.5	11405.9	11490.0	11145.5	10737.8			
Wt. of Mold (g)	6537.7	6537.7	6537.7	6537.7	6537.7			
Wet Unit Wt., γ_m (pcf)	139.1	143.5	146.0	135.8	123.8			
Wet Soil + Tare (g)	2365.70	2127.89	2003.06	2252.93	2093.66			
Dry Soil + Tare (g)	2168.47	1983.40	1898.40	2170.93	2053.44			
Tare (g)	215.36	215.46	222.26	223.37	221.75			
Water Content, w (%)	10.1	8.2	6.2	4.2	2.2			
Dry Unit Wt., γ_d (pcf)	126.3	132.6	137.4	130.3	121.1			

***Correction of Unit Weight and Water Content for Soils Containing Oversize Particles**

(ASTM D4718)

Corrected water content (%): 5.5
Corrected dry unit weight (pcf): 140.3

Oversized fraction, +3/4-in. (%): 12.3
 Water content, +3/4-in. (%): 0.6
 Sieve for oversized fraction: 3/4-in.
 Bulk specific gravity, Gs: 2.65 Assumed



Entered by: _____
 Reviewed: _____

California Bearing Ratio

(In general accordance with ASTM D 1883)



Project: Oberee
Number: 02362-001
 Location: **Alpine**
 Date: **8/16/2016**
 By: **DKS**

Maximum Dry Unit Weight (pcf): **137.4**
 Optimum Water Content (%): **6.2**
 Relative Compaction (%): **94.8**
0.1 in. Corrected CBR (%): 32.0
0.2 in. Corrected CBR (%): 39.4

Boring No.: TP-3
Sample:
Depth: 3 to 4'
 Original Method: **ASTM D1557 C**
 Engineering Classification: **Not requested**
 Condition of Sample: **Soaked**
 Scalp and Replace: **No**

As Compacted Data		Before	After
Mold Id. 6	Wet Soil + Tare (g)	2081.72	2052.55
Wt. of Mold + Sample (g) 11673.7	Dry Soil + Tare (g)	1981.90	1950.40
Wt. of Mold (g) 6961.4	Tare (g)	408.53	328.93
Dry Unit Weight (pcf) 130.2	Water Content (%)	6.3	6.3
After Soaking Data		Average	Top 1 in.
Wt. of Mold + Sample (g) 11808.4	Wet Soil + Tare (g)	559.12	481.51
Dry Unit Weight (pcf) 130.2	Dry Soil + Tare (g)	524.51	453.33
	Tare (g)	128.31	127.75
	Water Content (%)	8.7	8.7

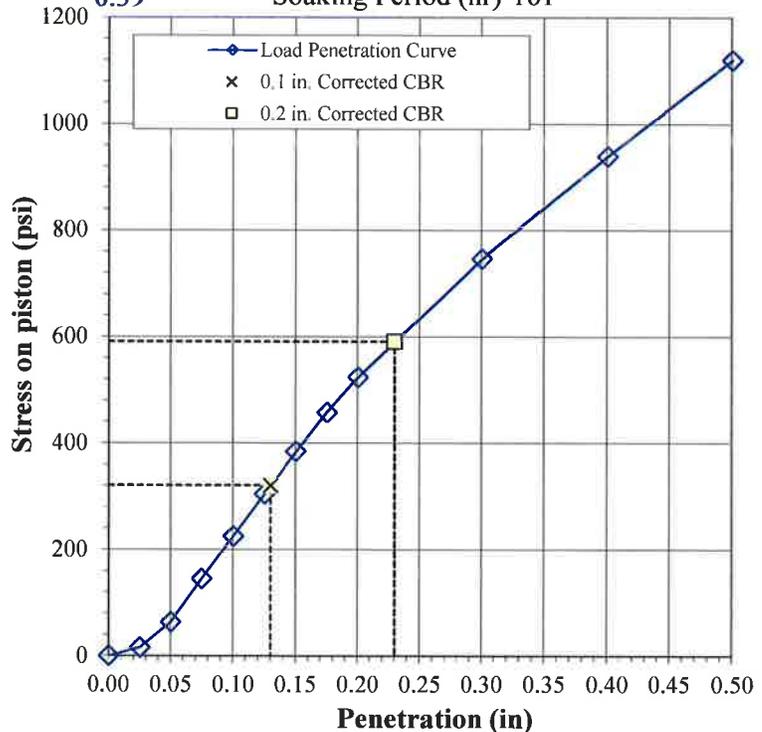
Swell Data			
Date	Time	Dial	Surcharge (psf) 50
8/8/2016	13:53	0.388	Swell (%) 0.04
8/15/2016	07:10	0.39	Soaking Period (hr) 161

Penetration Data	Piston ID	CBR T1
------------------	-----------	--------

Zero load (lb) = **0**

Area of Piston (in²) = **3.0**

Penetration (in)	Raw Load (lb)	Piston Stress (psi)	Std. Stress (psi)
0.000	0	0	
0.025	46	15	
0.050	190	63	
0.075	435	145	
0.100	674	225	1000
0.125	913	304	1125
0.150	1151	384	1250
0.175	1371	457	1375
0.200	1570	523	1500
0.300	2238	746	1900
0.400	2816	939	2300
0.500	3361	1121	2600



Entered By: _____
 Reviewed: _____

Direct Shear Test for Soils Under Drained Conditions



© IGES 2009, 2016

(ASTM D3080)

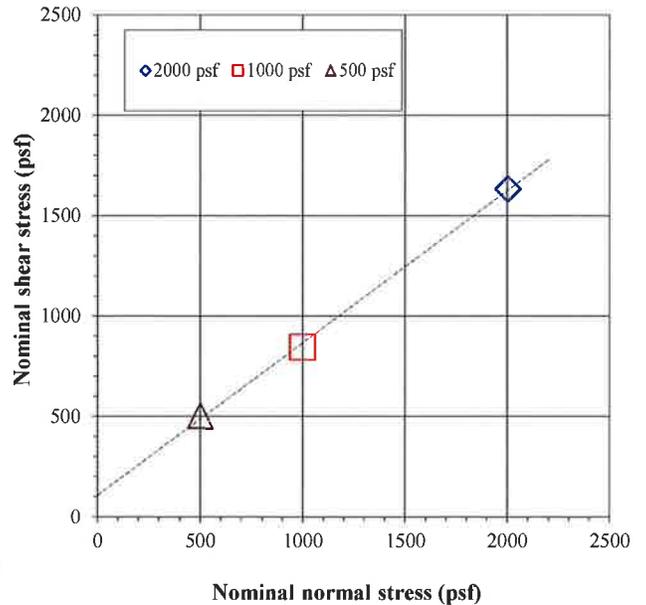
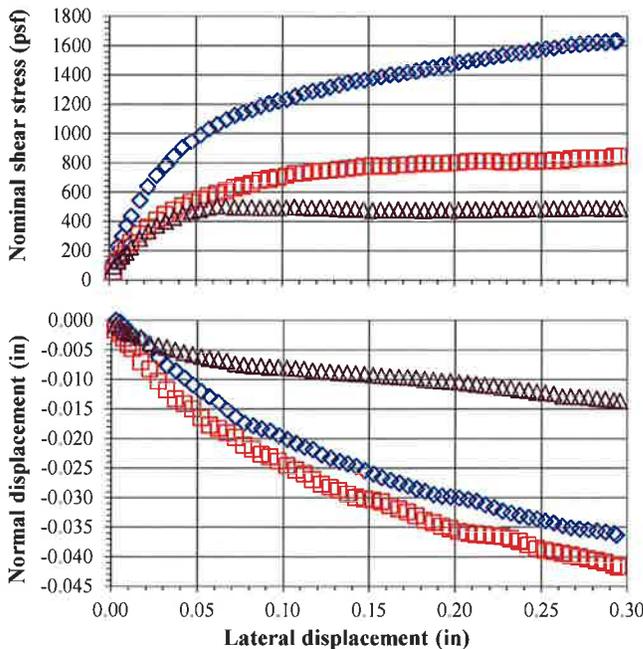
Project: Oberee
No: 02362-001
 Location: Alpine
 Date: 8/8/2016
 By: JDF

Boring No.: TP-1
Sample:
Depth: 7.0'
 Sample Description: Light brown silty sand
 Sample type: Undisturbed-trimmed from thin-wall

Test type: Inundated
 Lateral displacement (in.): 0.3
 Shear rate (in./min): 0.0043
 Specific gravity, Gs: 2.65 Assumed

	Sample 1		Sample 2		Sample 3	
Nominal normal stress (psf)	2000		1000		500	
Peak shear stress (psf)	1633		845		503	
Lateral displacement at peak (in)	0.294		0.295		0.067	
Load Duration (min)	1029		1042		1062	
	Initial	Pre-shear	Initial	Pre-shear	Initial	Pre-shear
Sample height (in)	1.0000	0.9335	1.0000	0.9119	1.0000	0.9770
Sample diameter (in)	2.416	2.416	2.416	2.416	2.416	2.416
Wt. rings + wet soil (g)	148.00	172.86	162.41	180.63	160.19	184.06
Wt. rings (g)	42.37	42.37	45.07	45.07	44.63	44.63
Wet soil + tare (g)	397.39		397.39		397.39	
Dry soil + tare (g)	375.24		375.24		375.24	
Tare (g)	128.07		128.07		128.07	
Water content (%)	9.0	34.6	9.0	25.9	9.0	31.5
Dry unit weight (pcf)	80.6	86.3	89.5	98.1	88.1	90.2
Void ratio, e, for assumed Gs	1.05	0.92	0.85	0.69	0.88	0.83
Saturation (%)*	22.5	100.0	28.0	100.0	27.1	100.0
ϕ' (deg)	37	Average of 3 samples		Initial	Pre-shear	
c' (psf)	109	Water content (%)		9.0	30.7	
		Dry unit weight (pcf)		86.1	91.5	

*Pre-shear saturation set to 100% for phase calculations



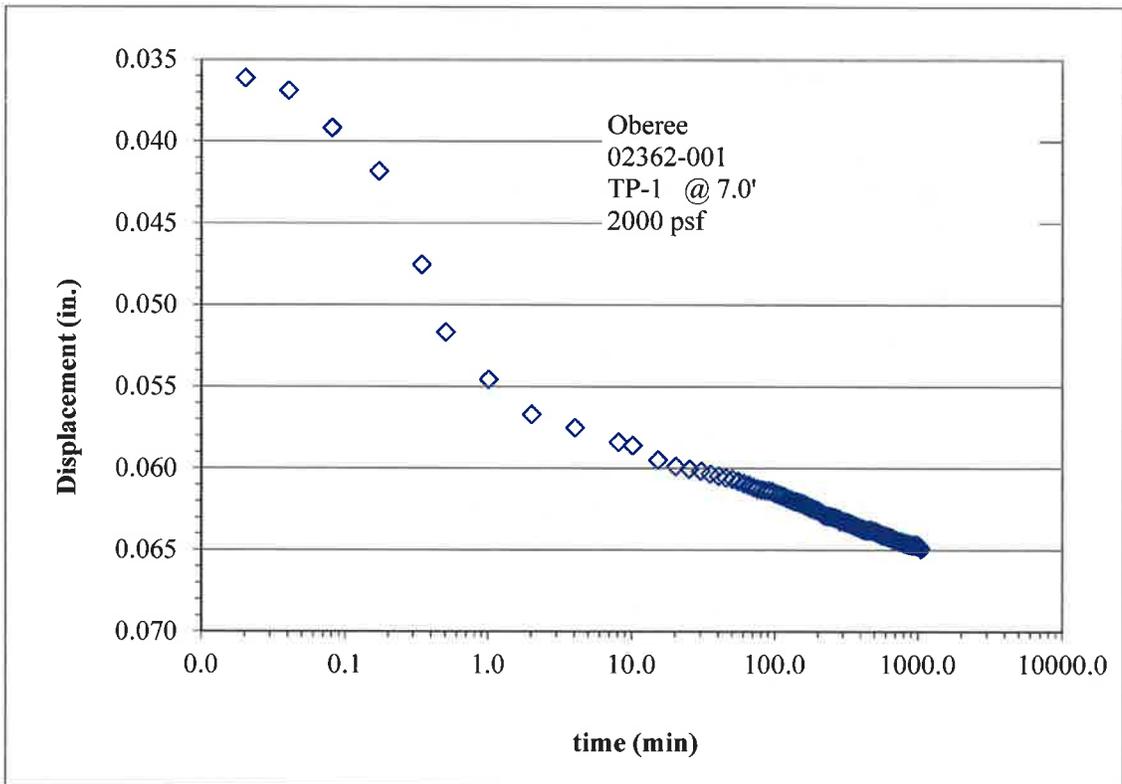
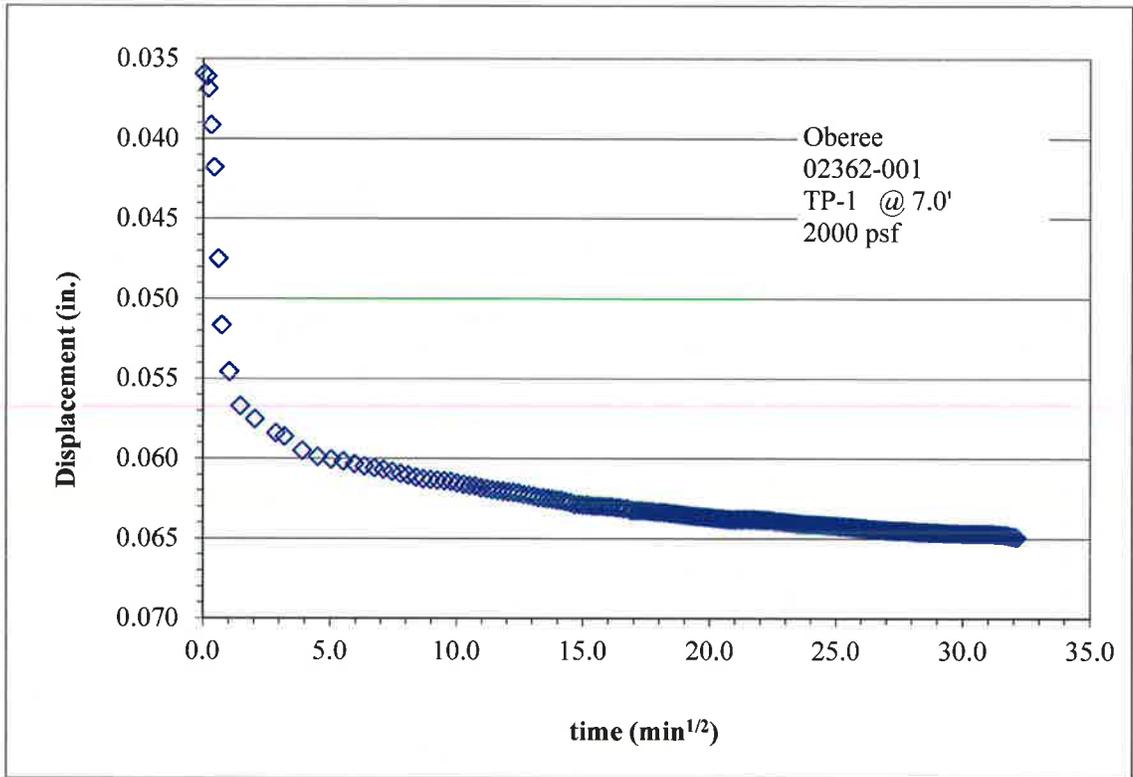
Entered by: _____
 Reviewed: _____

Direct Shear Test for Soils Under Drained Conditions

(ASTM D3080)

Project: **Oberee**
No: **02362-001**
Location: **Alpine**

Boring No.: **TP-1**
Sample:
Depth: **7.0'**



Direct Shear Test for Soils Under Drained Conditions

(ASTM D3080)



© IGES 2009, 2016

Project: Oberee

No: 02362-001

Location: Alpine

Date: 8/9/2016

By: BRR

Boring No.: TP-10

Sample:

Depth: 5.0'

Sample Description: Brown silty sand

Sample type: Undisturbed-trimmed from ring

Test type: Inundated

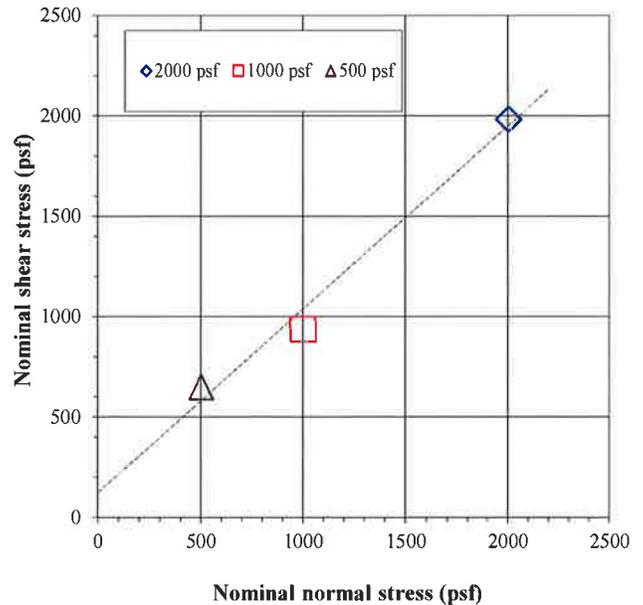
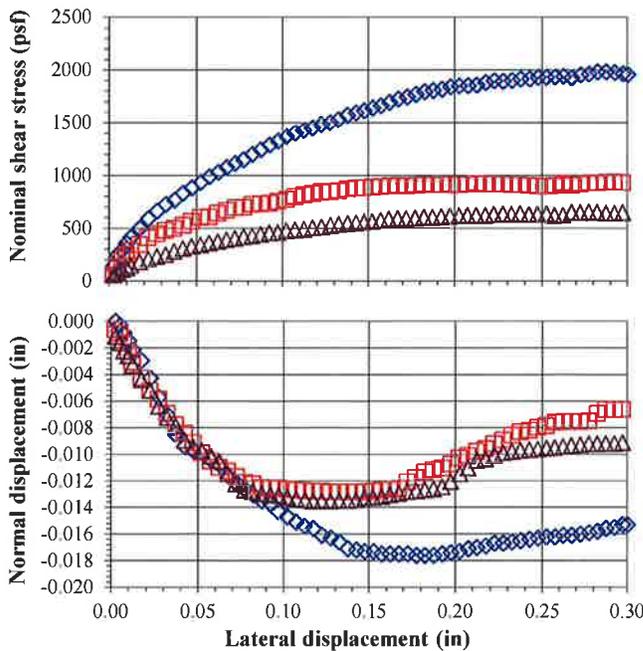
Lateral displacement (in.): 0.3

Shear rate (in./min): 0.0172

Specific gravity, Gs: 2.65 Assumed

	Sample 1		Sample 2		Sample 3	
Nominal normal stress (psf)	2000		1000		500	
Peak shear stress (psf)	1984		937		648	
Lateral displacement at peak (in)	0.282		0.292		0.277	
Load Duration (min)	60		68		89	
	Initial	Pre-shear	Initial	Pre-shear	Initial	Pre-shear
Sample height (in)	1.0000	0.9130	1.0000	0.9461	1.0000	0.9416
Sample diameter (in)	2.416	2.416	2.416	2.416	2.416	2.416
Wt. rings + wet soil (g)	170.13	187.42	173.74	192.11	169.73	189.32
Wt. rings (g)	45.38	45.38	45.57	45.57	45.34	45.34
Wet soil + tare (g)	487.22		487.22		487.22	
Dry soil + tare (g)	467.34		467.34		467.34	
Tare (g)	121.53		121.53		121.53	
Water content (%)	5.7	20.4	5.7	20.9	5.7	22.4
Dry unit weight (pcf)	98.0	107.3	100.7	106.4	97.7	103.8
Void ratio, e, for assumed Gs	0.69	0.54	0.64	0.55	0.69	0.59
Saturation (%)*	22.2	100.0	23.7	100.0	22.0	100.0
ϕ' (deg)	42	Average of 3 samples		Initial	Pre-shear	
c' (psf)	125	Water content (%)		5.7	21.2	
		Dry unit weight (pcf)		98.8	105.8	

*Pre-shear saturation set to 100% for phase calculations



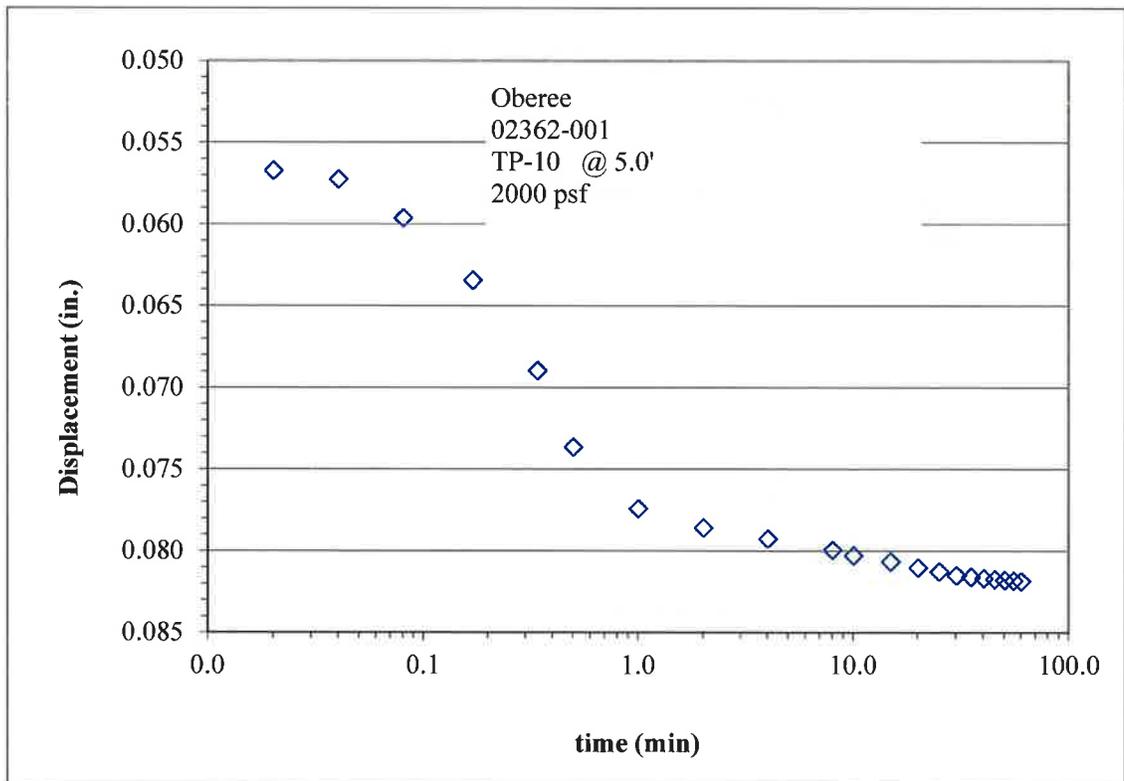
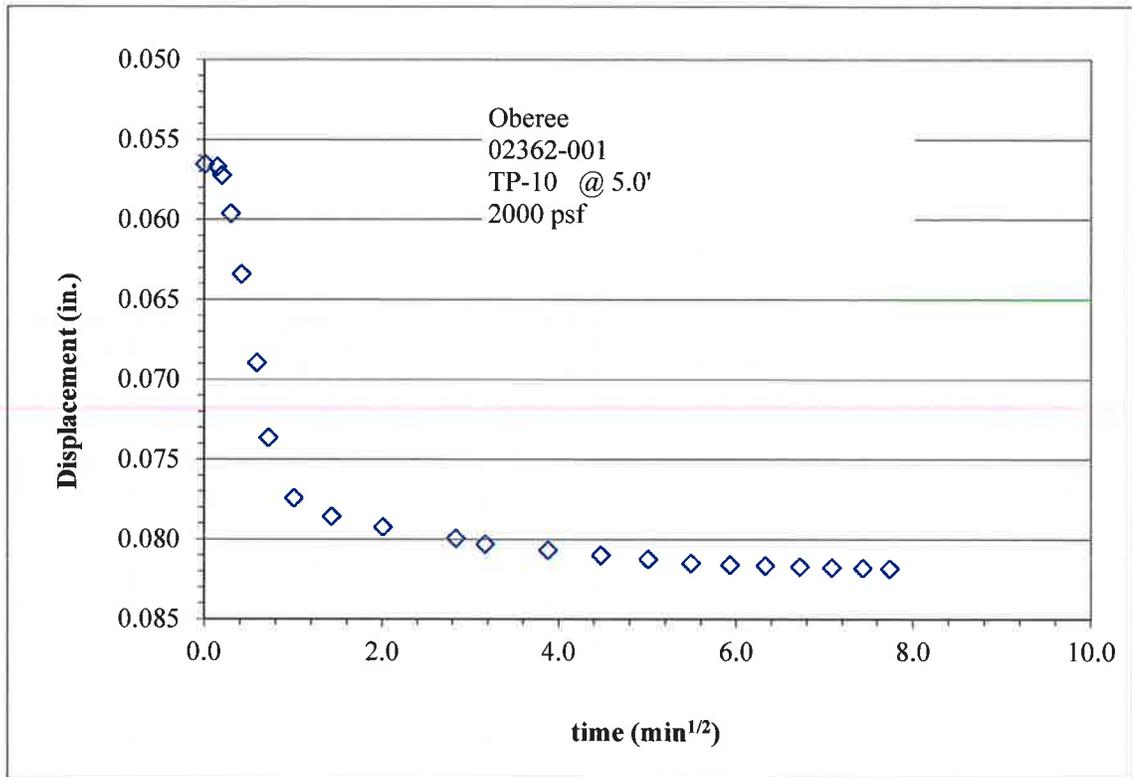
Entered by: _____
 Reviewed: _____

Direct Shear Test for Soils Under Drained Conditions

(ASTM D3080)

Project: Oberee
No: 02362-001
Location: Alpine

Boring No.: TP-10
Sample:
Depth: 5.0'



Direct Shear Test for Soils Under Drained Conditions



© IGES 2009, 2016

(ASTM D3080)

Project: Oberee
No: 02362-001
 Location: Alpine
 Date: 8/15/2016
 By: JDF

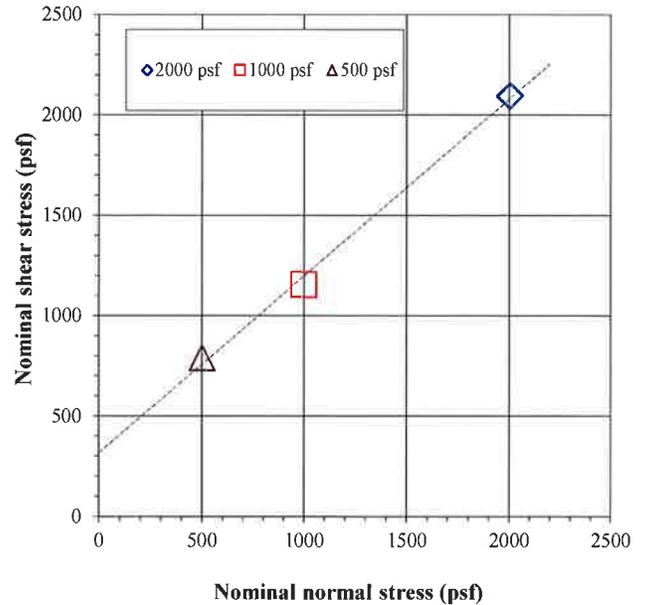
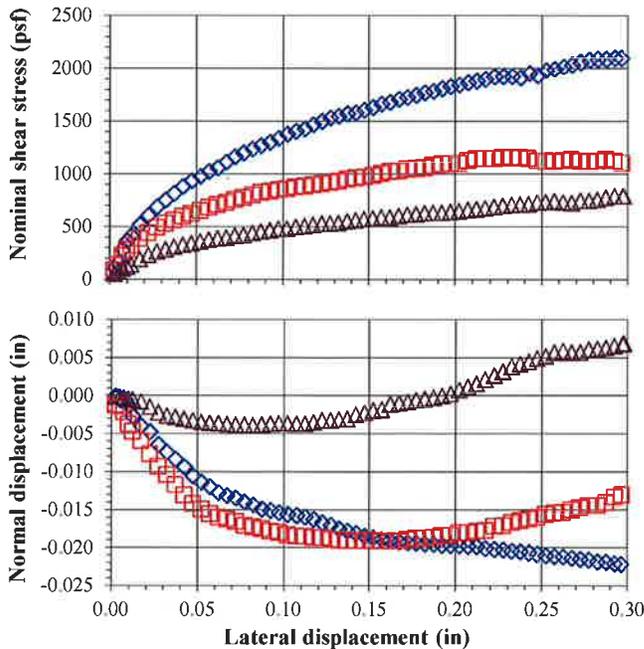
Boring No.: TP-11
Sample:
Depth: 3.0'

Sample Description: Brown clayey sand with gravel
 Sample type: Undisturbed-trimmed from thin-wall

Test type: Inundated
 Lateral displacement (in.): 0.3
 Shear rate (in./min): 0.0022
 Specific gravity, G_s: 2.65 Assumed

	Sample 1		Sample 2		Sample 3	
Nominal normal stress (psf)	2000		1000		500	
Peak shear stress (psf)	2095		1153		790	
Lateral displacement at peak (in)	0.292		0.227		0.292	
Load Duration (min)	1038		1046		1077	
	Initial	Pre-shear	Initial	Pre-shear	Initial	Pre-shear
Sample height (in)	1.0000	0.9360	1.0000	0.9693	1.0000	0.9887
Sample diameter (in)	2.416	2.416	2.416	2.416	2.416	2.416
Wt. rings + wet soil (g)	918.15	941.25	614.91	641.11	618.63	644.70
Wt. rings (g)	800.92	800.92	499.16	499.16	498.94	498.94
Wet soil + tare (g)	399.82		399.82		399.82	
Dry soil + tare (g)	389.69		389.69		389.69	
Tare (g)	151.48		151.48		151.48	
Water content (%)	4.3	24.8	4.3	27.8	4.3	27.0
Dry unit weight (pcf)	93.4	99.8	92.3	95.1	95.4	96.4
Void ratio, e, for assumed G _s	0.77	0.66	0.79	0.74	0.73	0.71
Saturation (%)*	14.6	100.0	14.2	100.0	15.4	100.0
φ' (deg)	41	Average of 3 samples		Initial	Pre-shear	
c' (psf)	319	Water content (%)		4.3	26.5	
		Dry unit weight (pcf)		93.7	97.1	

*Pre-shear saturation set to 100% for phase calculations



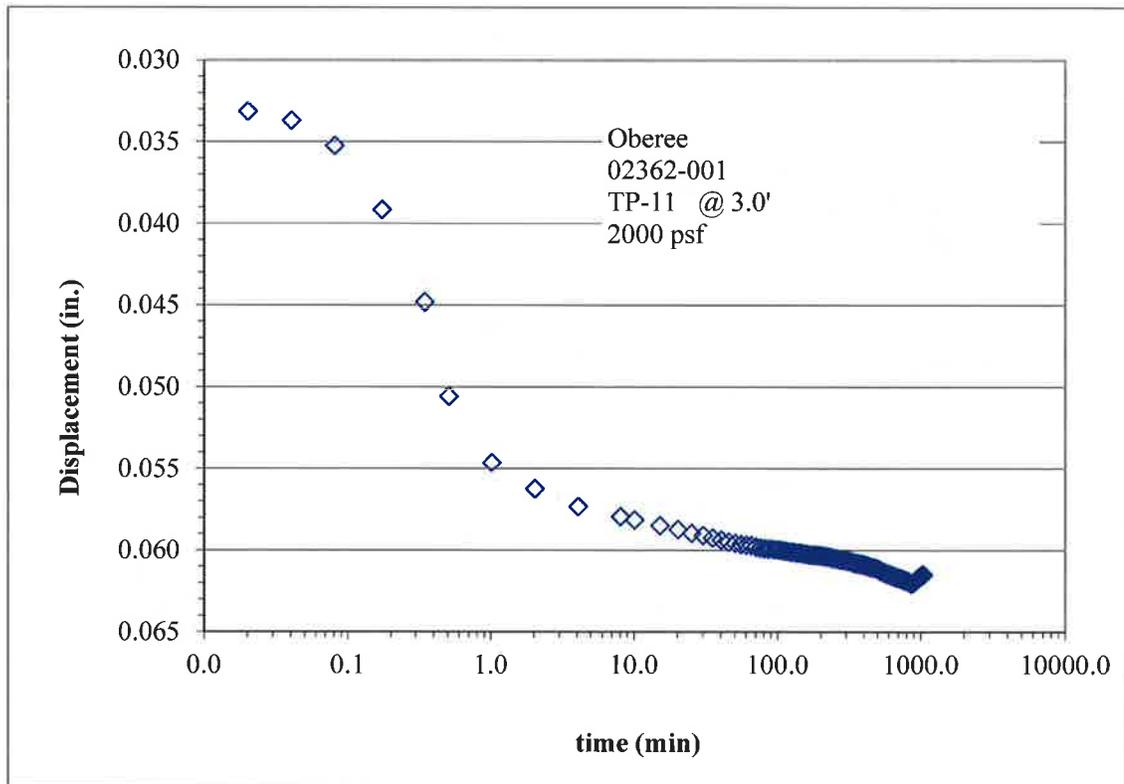
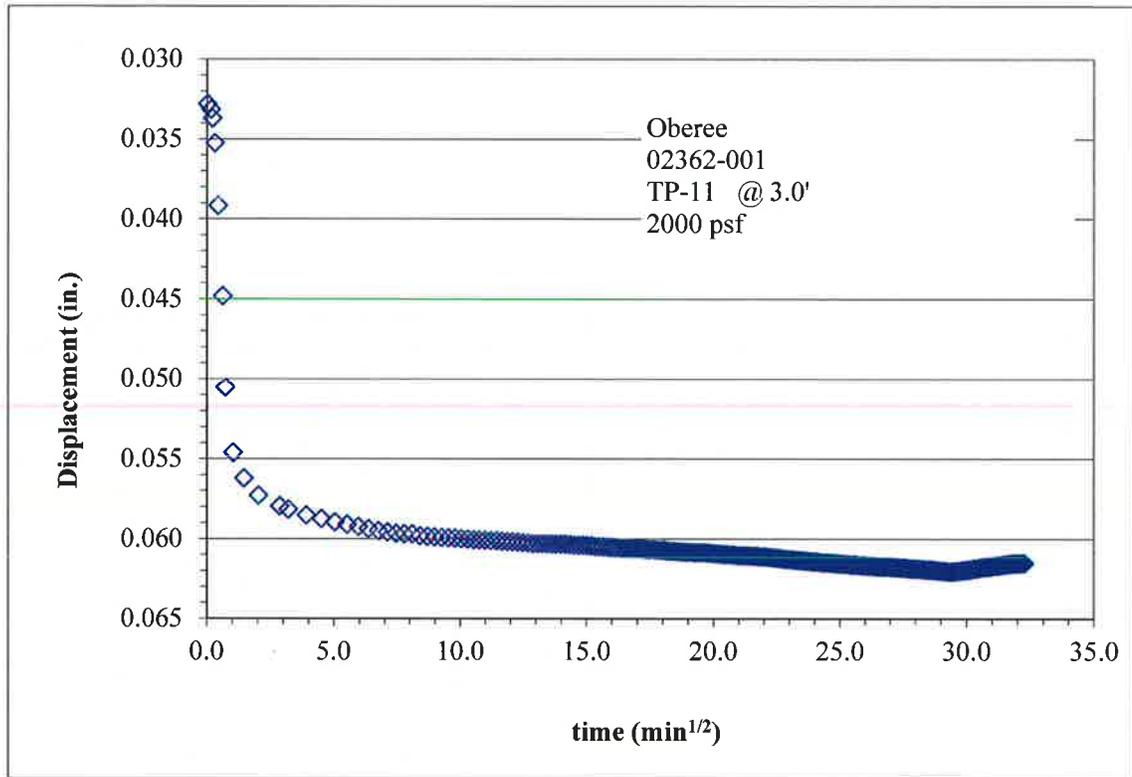
Entered by: _____
 Reviewed: _____

Direct Shear Test for Soils Under Drained Conditions

(ASTM D3080)

Project: **Oberee**
No: **02362-001**
Location: **Alpine**

Boring No.: **TP-11**
Sample:
Depth: **3.0'**



Minimum Laboratory Soil Resistivity, pH of Soil for Use in Corrosion Testing, and

Ions in Water by Chemically Suppressed Ion Chromatography (AASHTO T 288, T 289, ASTM D4327, and C1580)

Project: Oberec
No: 02362-001
Location: Alpine
Date: 8/9/2016
By: IM/DKS

Sample info.	Boring No.	TP-7							
	Sample								
	Depth	3.0'							
Water content data	Wet soil + tare (g)	90.22							
	Dry soil + tare (g)	84.97							
	Tare (g)	37.85							
	Water content (%)	11.1							
Chem. data	pH	7.44							
	Soluble chloride* (ppm)	<5.11							
	Soluble sulfate** (ppm)	8.09							
Resistivity data	Pin method	2							
	Soil box	Miller Small							
		Approximate Soil condition (%)	Resistance Reading (Ω)	Soil Box Multiplier (cm)	Resistivity (Ω-cm)	Approximate Soil condition (%)	Resistance Reading (Ω)	Soil Box Multiplier (cm)	Resistivity (Ω-cm)
		As Is	13390	0.67	8971				
		+3	11170	0.67	7484				
		+6	11130	0.67	7457				
		+9	11300	0.67	7571				
		Minimum resistivity (Ω-cm)	7457						

* Performed by AWAL using EPA 300.0

** Performed by AWAL using ASTM C1580

Entered by: _____

Reviewed: _____

APPENDIX C

USGS Design Maps Summary Report

User-Specified Input

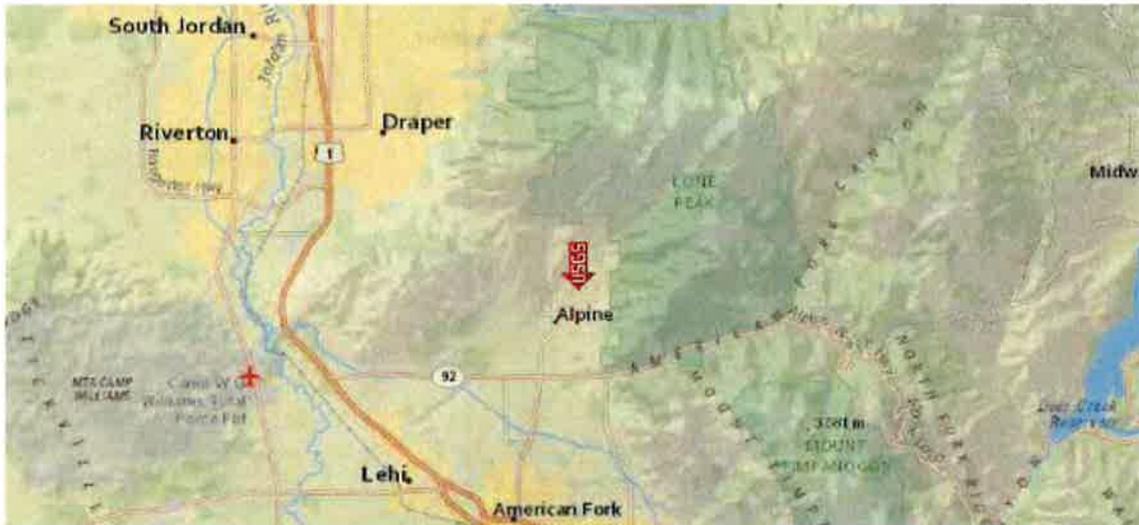
Report Title 1425 Grove Drive Alpine UT
Wed August 10, 2016 16:38:00 UTC

Building Code Reference Document 2012/2015 International Building Code
(which utilizes USGS hazard data available in 2008)

Site Coordinates 40.4739°N, 111.766°W

Site Soil Classification Site Class D - "Stiff Soil"

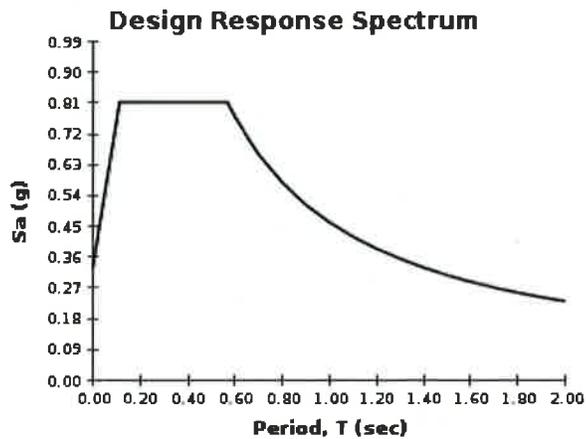
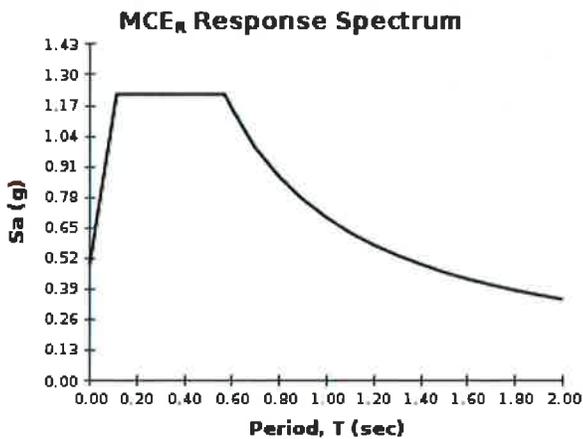
Risk Category I/II/III



USGS-Provided Output

$S_s = 1.189 \text{ g}$	$S_{M5} = 1.218 \text{ g}$	$S_{D5} = 0.812 \text{ g}$
$S_1 = 0.445 \text{ g}$	$S_{M1} = 0.692 \text{ g}$	$S_{D1} = 0.461 \text{ g}$

For information on how the S_s and S_1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.

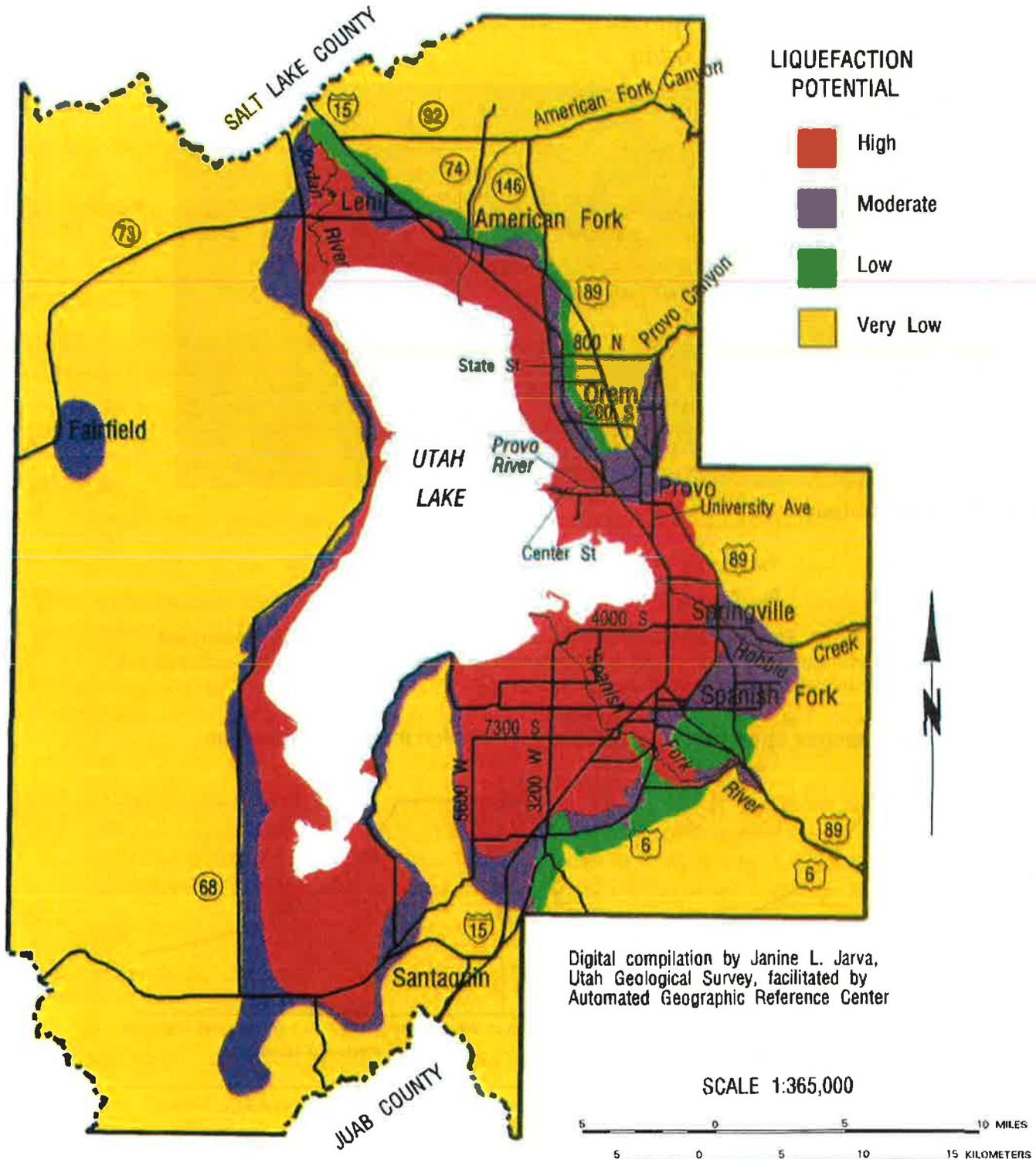


Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

LIQUEFACTION-POTENTIAL MAP FOR A PART OF UTAH COUNTY, UTAH

UTAH GEOLOGICAL SURVEY
Public Information Series 28

August 1994



Digital compilation by Janine L. Jarva,
Utah Geological Survey, facilitated by
Automated Geographic Reference Center

SCALE 1:365,000



This map is for general reference only and was modified from Anderson, L.R., Keaton, J.R., and Bischoff, J.E., 1994, Liquefaction potential map for Utah County, Utah: Utah Geological Survey Contract Report 94-3, 46 p., scale 1:48,000. Copies of this report are available at the Utah Geological Survey.



Date: December 2, 2016

By: Jason Bond
City Planner

**Subject: Planning and Zoning Review
Alpine Ridge PRD Concept Plan - UPDATED
Approximately 1100 North Grove Drive – 71 lots on 189.5 acres**

Background

The proposed Alpine Ridge Planned Residential Development (PRD) consists of two parts; recently annexed property (Oberre Annexation) and property that was already located within Alpine City. This distinction needs to be made due to a development agreement between the City and the developer which will affect the lots that were part of the Oberre Annexation. Lots that were already located within Alpine City limits were accepted to be developed as a PRD by the City Council on September 13, 2016 provided that the open space was 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 Development Agreement for the Oberre annexation relating to lot size to this property. The Developer has an issue with the language of the City Council motion from the approved minutes but that will need to be worked out with the City Council.

The subdivision includes a total of 71 lots ranging in size from 20,015 square feet to 2.78 acres on a site that is approximately 189.5 acres. It is proposed to include 123.8 acres of private open space. Approximately 68.9 acres of that open space is already recorded as a conservation easement. It is also proposed to include 1.9 acres of public open space that will be used as a soccer park. The site is located in the CR-40,000 zone. The subdivision is planned to be done in 3 phases.

PART 1 – PROPERTY WITHIN OBERRE ANNEXATION (59 LOTS)

Development Agreement

178.9 acres of the property was recently annexed into Alpine City and a development agreement (attached) 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 71 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.

PART 2 – PROPERTY ALREADY IN ALPINE CITY (12 LOTS)

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 the open space was 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 Development Agreement for the Oberee annexation relating to lot size to this property.

It is proposed that 1.88 acres be used as a public soccer park. Open space has been proposed as an incentive for receiving approval for being developed as a PRD and having smaller lots in this area of the development.

Lot Area and Width Requirements

Since the City Council required that the DA language apply to the area outside of the Oberee 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 Oberee 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 requirements.

PART 3 – GENERAL REMARKS (ENTIRE SUBDIVISION)

Subdivision Access

The subdivision will be accessed twice on the southeast corner of the development from Grove Drive. The Developer has agreed to do offsite improvements to Grove Drive (DA 5.4). Another access will be located on the east side and connect to a designated right-of-way that will intersect Alpine Cove Drive. The subdivision will also be accessed from the west side on Elk Ridge Lane. However, this connection only needs to happen once development on the property exceeds 30 platted lots. The developer does have an option to install Elk Ridge Lane prior to improvements of Grove Drive being completed (DA 5.5).

Public Trails

The proposed subdivision will include public trails. The alignment of trails has been discussed in relation to the slope and terrain of the area. The intention is that there will be one trail that will connect the trail at the northwest corner of the Heritage Hills open space and a future trail in the Three Falls Ranch open space. Another trail is proposed to connect the cul-de-sac at the frontage of the proposed lot 71 to the Three Falls Ranch open space. The lower area of lot 71 has also been discussed as being used as trailhead parking since that area was only created to have the proposed lot meet the street frontage requirements.

The recorded conservation easement (68.9 acres) located northwest of the proposed homes gives the City the right to construct and maintain a public trail as part of the Alpine City Trail System, to be located only on the Easement Property and only in the location depicted on Exhibit D of the conservation easement (attached) and subject to some express conditions. The City needs to decide if there will be a trail constructed in this location. The Developer is proposing a trail within the conservation easement area but it is not the same alignment that is shown in Exhibit D and therefore does not meet the conditions of the conservation easement (7.2.2).

“Lot 71”

There are several concerns with “lot 71” of the proposed plan. These concerns include but are not limited to water pressure, the design of the driveway and access for emergency fire vehicles. The Engineering Department will cover the concerns with water pressure at the preliminary stage of the approval process and the Fire Marshall will also need to address concerns related to fire access.

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) state that “All lots shall be located within a designated development cluster. Each cluster shall contain not less than three (3) separate lots.” The consensus staff interpretation of the ordinance is that Lot “71” would not be consistent with the scenic intent and dwelling cluster requirements of a Planned Residential Development. It is recommended that the lot be eliminated or modified for these reasons.

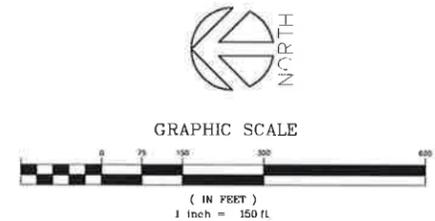
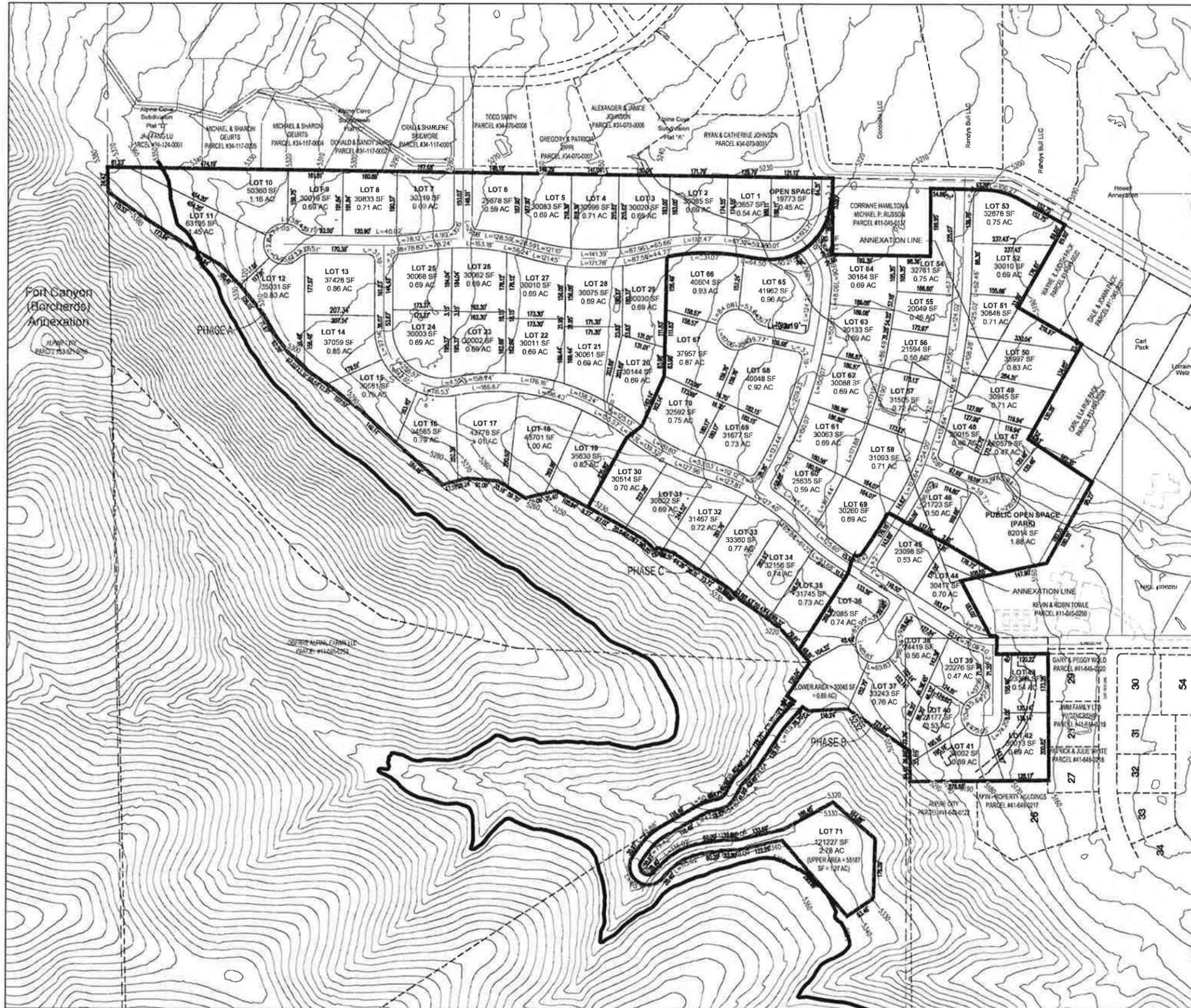
Subdivision Name

The name of the subdivision “Alpine Ridge” already exists in Alpine City. The developer will need to change the name of the subdivision.

RECOMMENDATION

The Planning and Zoning Department recommends that the proposed subdivision concept plan be approved with the following conditions:

- The Developer eliminate or modify “Lot 71” to meet the scenic intent and dwelling cluster requirements of a PRD.
- The Developer change the name of the subdivision.



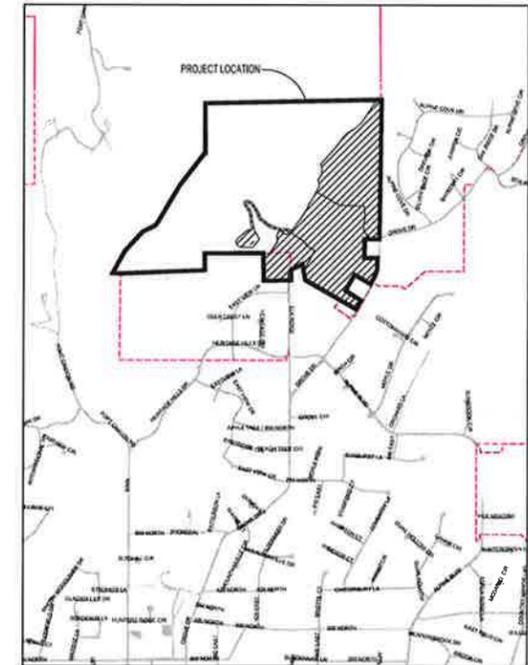
**ALPINE RIDGE
PLANNED RESIDENTIAL DEVELOPMENT**
1100 NORTH GROVE DRIVE
ZONING = CR-4000

TOTAL ACREAGE INCLUDED:
 PHASE A = 26.7 ACRES
 PHASE B = 10.6 ACRES
 PHASE C = 27.8 ACRES

TOTAL OF 71 LOTS

TOTAL NUMBER OF LOTS LESS THAN 30,000 SF = 13 LOTS (18.3%)
 (LOTS 1, 6, 38-40, 43, 45-48, 55-56, 60)

AVERAGE LOT SIZE (LOTS 1 THROUGH 70) = 31340 SF

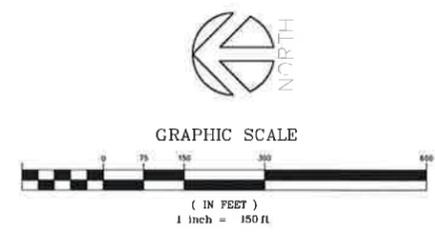
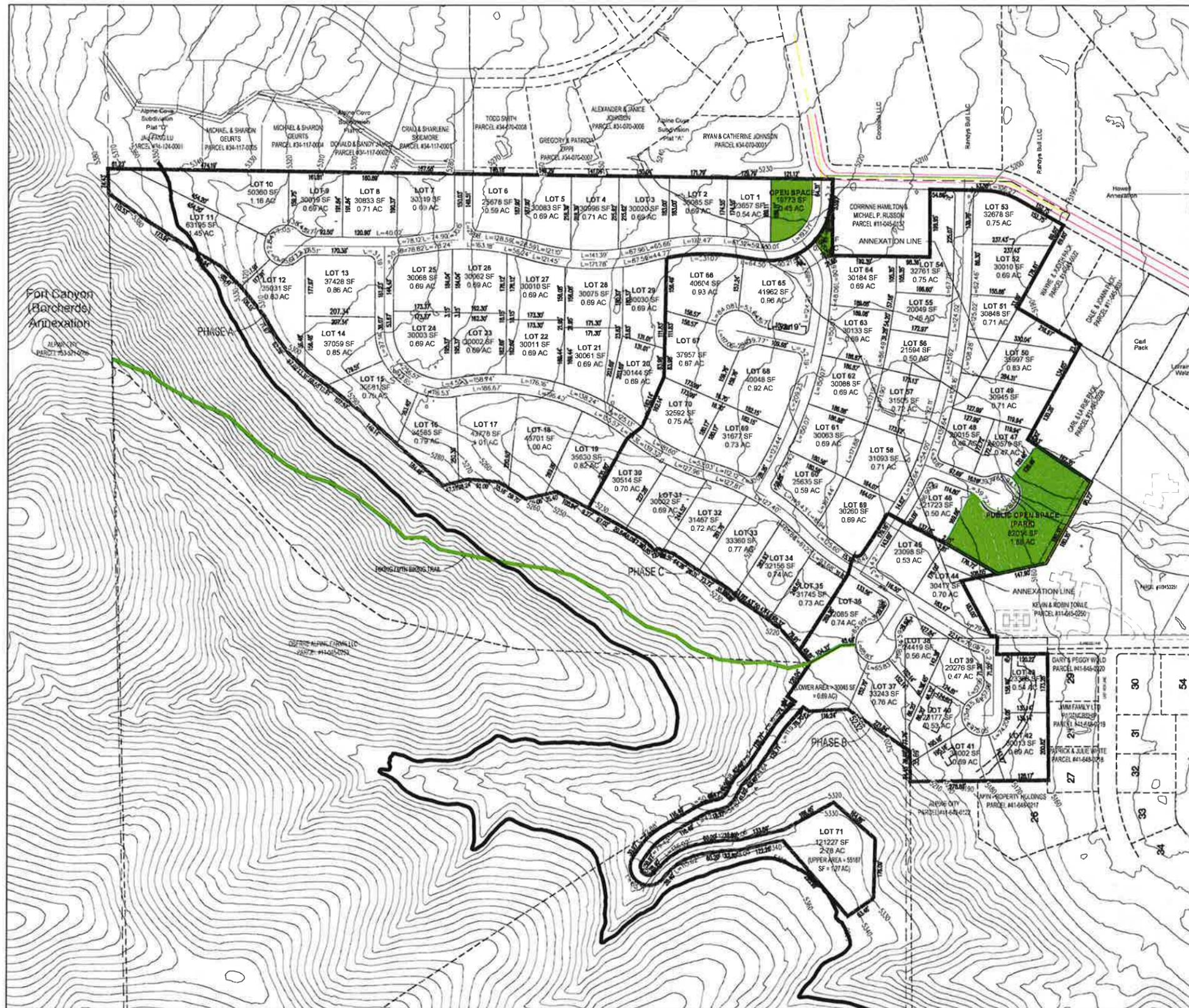


VICINITY MAP

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
 www.bushandgudgell.com

DATE: JULY, 2016
 DRAWN: CWB
 APPROVED: CWB
 SCALE: 1" = 150'
 JOB NO. 162085

CONCEPTUAL PLAN
 ALPINE RIDGE
 PLANNED RESIDENTIAL DEVELOPMENT
 PREPARED FOR: PAUL KROFF



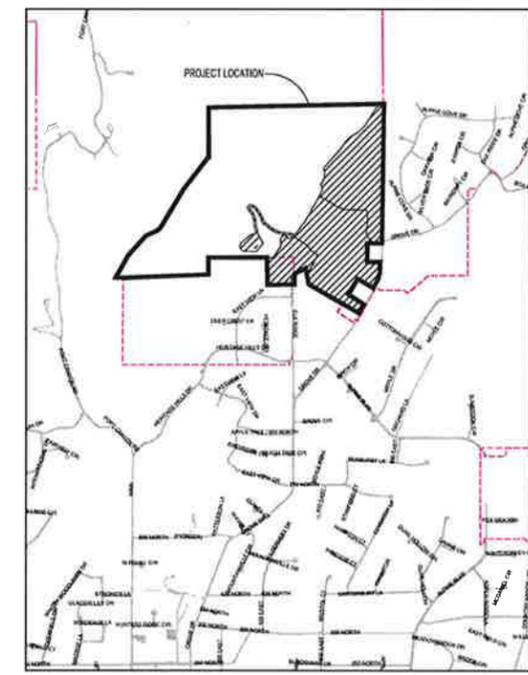
ALPINE RIDGE
 PLANNED RESIDENTIAL DEVELOPMENT
 1100 NORTH GROVE DRIVE
 ZONING = CR-40000

TOTAL ACREAGE INCLUDED:
 PHASE A = 26.7 ACRES
 PHASE B = 10.6 ACRES
 PHASE C = 27.8 ACRES

TOTAL OF 71 LOTS

TOTAL NUMBER OF LOTS LESS THAN 30,000 SF = 13 LOTS (18.3%)
 (LOTS 1, 6, 38-40, 43, 45-48, 55-56, 60)

AVERAGE LOT SIZE (LOTS 1 THROUGH 70) = 31340 SF



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
 www.bushandgudgell.com



DATE: JUL 2, 2008
 DRAWN: CHM
 APPROVED: CHM
 SCALE: 1" = 150'
 JOB NO. 163035

CONCEPTUAL PLAN
 ALPINE RIDGE
 PLANNED RESIDENTIAL DEVELOPMENT
 PREPARED FOR: PAUL KROFF

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.

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 "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 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 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.

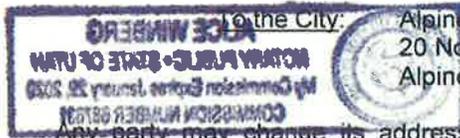
7.6. **Agreement to Run with Land; Binding Effect.** This Agreement shall be recorded against the property and shall deem to run with the Property. This Agreement shall be binding upon and inure to the benefit of the City and Applicants, and their respective heirs, representatives, officers, agents, 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



to the City: Alpine City
20 North Main Street
Alpine, Utah 84004

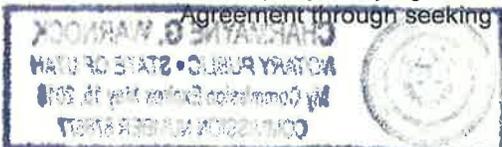
Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

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 Winberg
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:

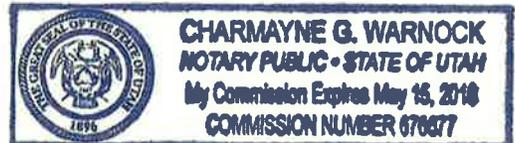
By:

State of Utah
County of Utah

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

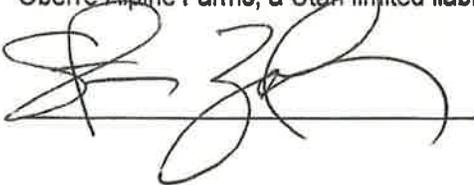
Charmayne G. Warnock
Notary Public in and for the State of Utah

(Notary's stamp here)



"Applicants"

Oberre Alpine Farms, a Utah limited liability company

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

Steve Zolman

Zolman Holdings LLC, a Utah limited liability company

A handwritten signature in black ink, appearing to be 'SZ', 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
<i>Water</i>	\$ 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.

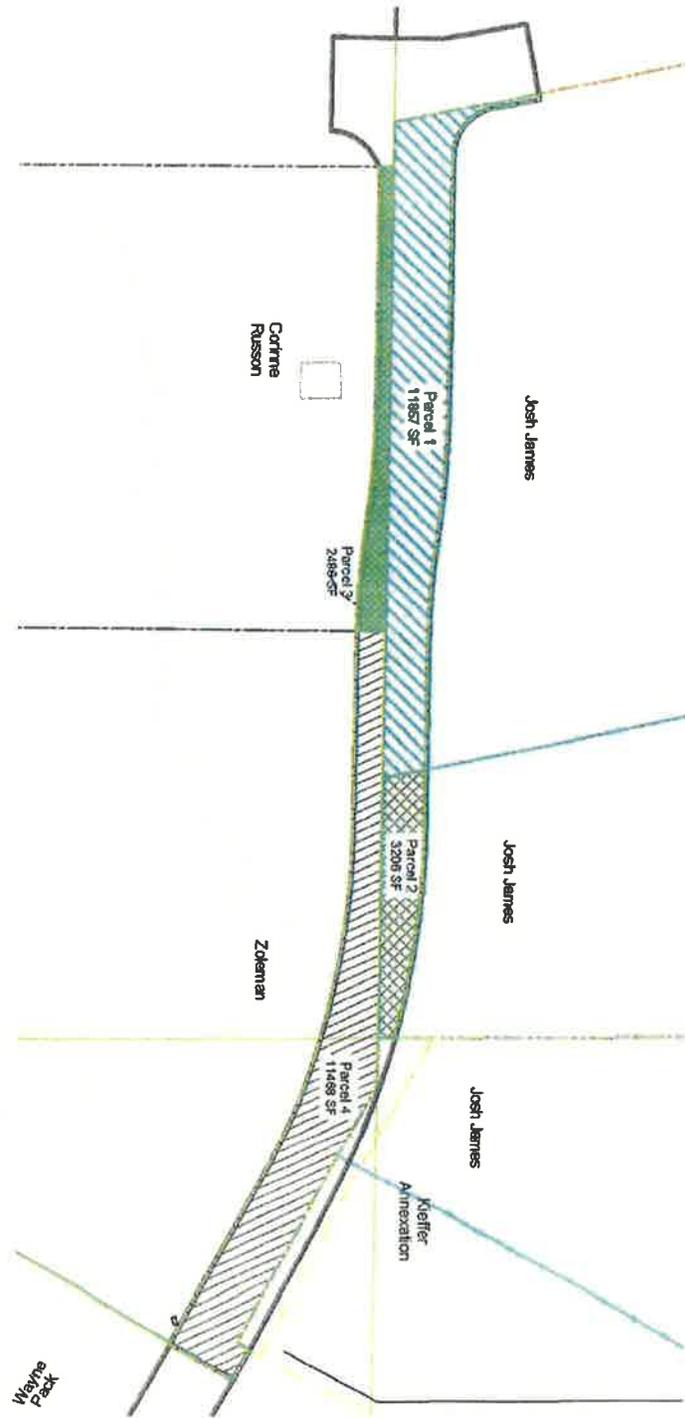


EXHIBIT C-2

GROVE DRIVE IMPROVEMENT FINANCIAL RESPONSIBILITIES

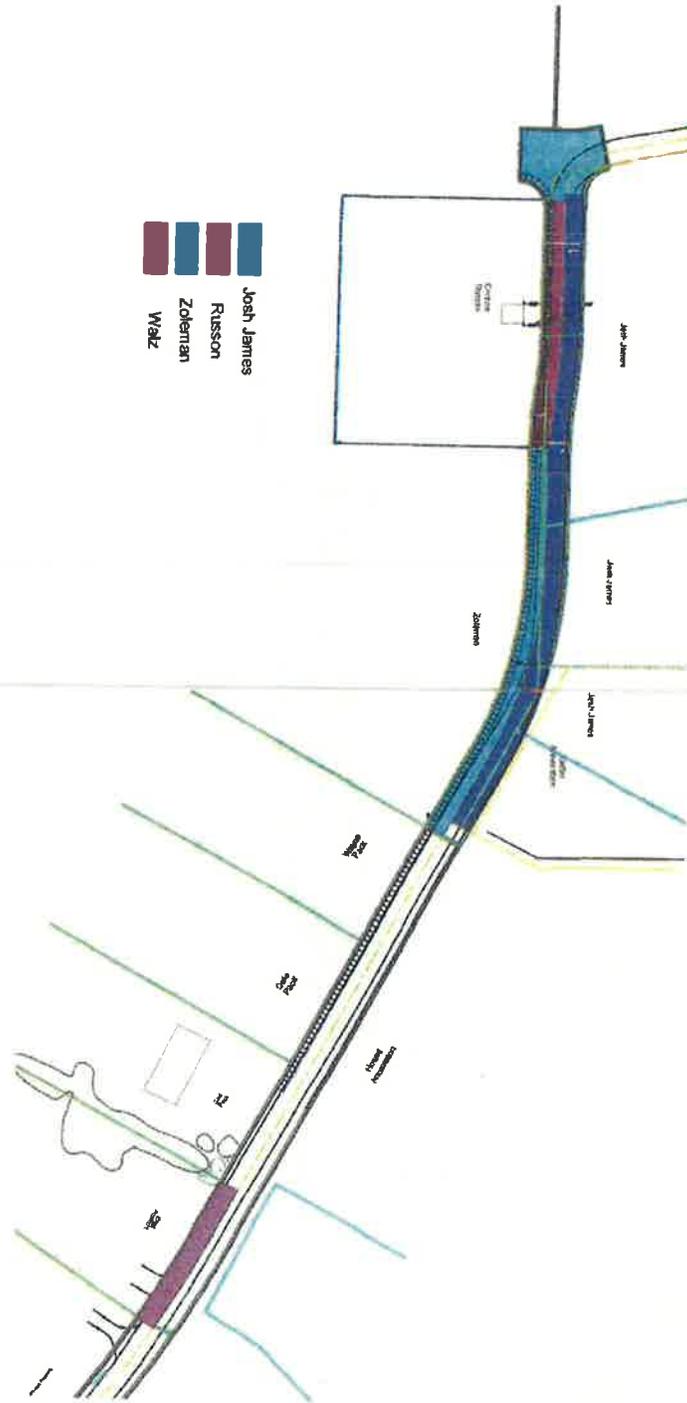
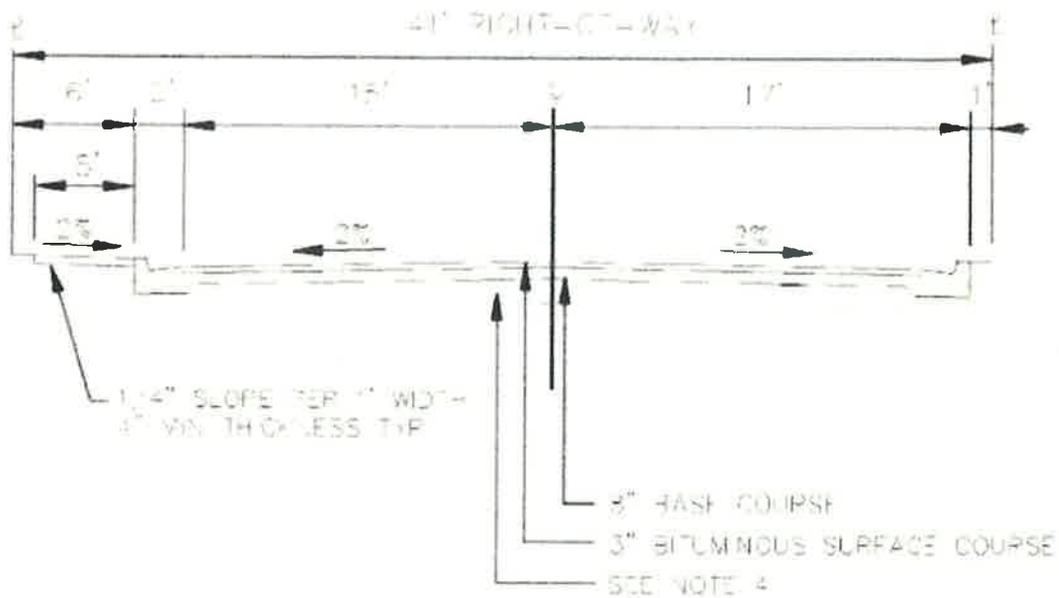


EXHIBIT D

GROVE DRIVE CROSS SECTION



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

EXHIBIT E

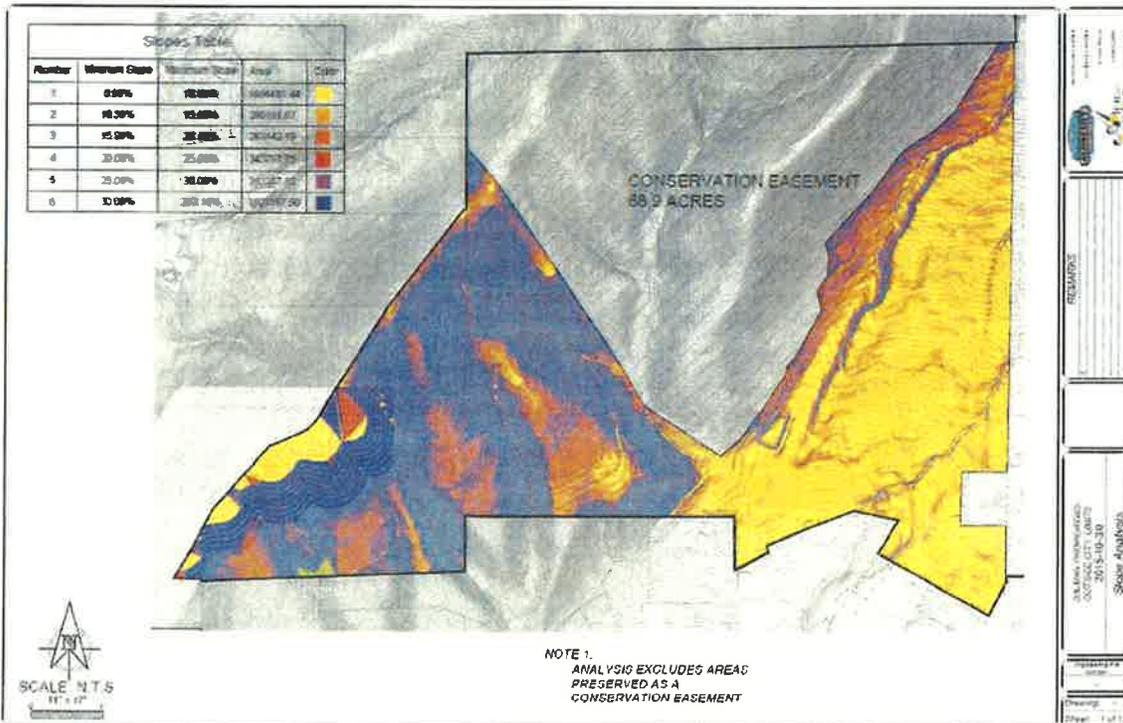
SLOPE ANALYSIS

SLOPE ANALYSIS (BASED ON PRD FORMULA 19.9)



Name: Zolman Annexable Properties (Conservation Easement Area Excluded)
 Date: October 30, 2015
 Contours Used: 1999 Aerial flown contours

CR-40,000 Zone					
Acres	Total Square Feet				
Property	110.88	4,830,128.17			
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
0-9.99%	34.5%	1,686,461.44	38.26	1.00	38.26
10-14.99%	8.1%	390,181.67	8.96	1.50	5.97
15-19.99%	5.4%	263,142.19	6.04	2.00	3.02
20-24.99%	7.1%	343,797.75	7.89	3.00	2.63
25-29.99%	7.5%	363,357.62	8.34	4.00	2.09
30%+	37.3%	1,803,187.50	41.40	5.00	8.28
Totals	100.0%		110.88		
Base Density, Non-PRD					50
Private Open Space (10% Max Bonus), PRD					66
Public Open Space (26% 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 Subdivision 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 726.00 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 907.16 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

58
22

E

UPON RECORDING RETURN TO:

Wade R. Budge
SNELL & WILMER L.L.P.
15 West South Temple Street
Suite 1200
Salt Lake City, UT 84101



ENT 113246:2010 PG 1 of 22
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Dec 27 2:05 pm FEE 58.00 BY EO
RECORDED FOR SNELL & WILMER LLP

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY-----

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT ("Grant") is made by CHAPPELL ALPINE FARMS LLC, a Utah limited liability company ("Grantor"), whose address is Attention: Jared Chappell, 1425 North Grove Drive, Alpine, UT 84004, to the ALPINE CITY, a political subdivision of the State of Utah ("Holder"), whose address is 20 North Main, Alpine, Utah 84004.

WHEREAS, Grantor is the sole owner in fee simple of certain real property located in Utah County, consisting of approximately 111.90 acres, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor desires to grant an conservation preservation easement over a portion of the Property, which will be the underlying property consisting of approximately 68.90 acres, more particularly described in Exhibit B attached hereto and incorporated by this reference ("Easement Property"); and

WHEREAS, Grantor, by this Grant, does not encumber the remaining portion of the Property with a conservation preservation easement ("Field Property"), which is more particularly described on the attached Exhibit C; and

WHEREAS, Grantor and Holder have negotiated Grantor's granting of a perpetual conservation easement over the Easement Property and desire to set forth in this grant the terms and conditions that will govern this Easement [as defined below]; and

WHEREAS, Grantor and Holder acknowledge and agree that the restrictions and obligations set forth in this Grant shall apply to the Easement Property but do not apply to the Field Property, which property will continue to be owned and used by Grantor; and

WHEREAS, the Easement Property possesses natural, scenic, public hiking, wildlife habitat and open space values (which are sometimes referred to collectively herein as the "Conservation Values") that are of great importance to the people of Alpine City and Utah County as well as the people of the State of Utah; and

WHEREAS, the specific Conservation Values of the Easement Property are further documented in an inventory of relevant features of the Easement Property incorporated by this reference ("Baseline Documentation"), dated as of June 28, 2010 that consists of reports, maps, photographs, and other documentation that the parties provided, collectively, and agree provides an accurate representation of the Easement Property at the date of this Grant and that is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, Grantor intends that the Conservation Values of the Easement Property be preserved and maintained by the continuation of land use patterns existing at the time of this Grant, which, it is acknowledged, do not significantly impair or interfere with the Conservation Values and which protect and support the biodiversity of the area; and

WHEREAS, the natural, scenic, wildlife habitat and open space values or Conservation Values of the Easement Property are of great importance to Grantor, Holder, and the general public, and are worthy of protection; and

WHEREAS, Grantor intends that these values or Conservation Values be preserved and continued, in a manner consistent with Grantor's private ownership, use, and quiet enjoyment of the Easement Property; and

WHEREAS, Alpine City has established and operates a public trail system to provide access to open spaces, recreation and travel between parts of the city and the lands surrounding the city;

WHEREAS, Alpine City has established a conservation policy which is identified in its land use ordinances, its General Plan and its Annexation Policy Plan and Alpine City has the resources to promote and carry forward its conservation policies and to protect the Conservation Values described herein; and

WHEREAS, an important part of Alpine City's conservation policy is found in its General Plan which states:

"The City should also consider annexing lands identified in its Annexation Policy Plan. Annexation of areas along the foothills can assist in preserving and protecting sensitive and critical lands, preserving the natural beauty of the foothills, and encouraging consistent development policy along the foothills.";

and

WHEREAS, the Easement Property is located within ½ mile of United States National Forest and the Lone Peak Wilderness Arca within the Uinta National Forest and is included within the foothills that surround and border Alpine City; and

WHEREAS, the Easement Property has the following characteristics:

(a) the Easement Property and some of the surrounding lands are rural in character and have historically been used for ranching, agricultural, open space, and rural residential and recreational uses; and

(b) the area is one of the most important in the area of Alpine City from the standpoint of open space, scenic beauty and wildlife habitat and Grantor wants these conservation values protected for future generations and for the public surrounding and travelling along roads bordering the Property; and

WHEREAS, Grantor further intends, as owner of the Easement Property, to convey to Holder the right to preserve and protect the Conservation Values of the Easement Property, in perpetuity; and

WHEREAS, Holder is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Holder agrees by accepting this grant forever to honor the intentions of Grantor stated herein, and to preserve and protect the Conservation Values of the Easement Property.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, and pursuant to the Land Conservation Easement Act, Utah Code Ann. §§57-18-1, -7 (the "Act"), Grantor hereby voluntarily grants and conveys to Holder, its successors and assigns, a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as this "Easement") forever and in perpetuity, rights including rights of enforcement hereunder.

Section 1.0. Purpose. The purpose of this Easement is to assure the Easement Property will be retained in its natural, scenic, and open space condition reflected in the Baseline Documentation referenced in this Easement in perpetuity, and to prevent any use of the Easement Property that will significantly impair or interfere with the Conservation Values of the Easement Property. Grantor intends that this Easement will restrict the use of the Easement Property in perpetuity to such activities as are consistent with the Conservation Values of the Easement Property and purposes of this Easement. In so doing, it is the purpose of this Easement to protect the wildlife values found in the Easement Property; allow public access through a hiking trail administered by Holder; promote biodiversity; protect the scenic values associated with the Easement Property's prominent ridge; foster the continuation of responsible ranching, agricultural and recreational practices; and to protect the area for its open space values. This Easement shall not be construed to impose upon Grantor an affirmative obligation to take specific steps to maintain or improve the Easement Property, or to incur any cost or expense to accomplish same.

Section 2.0. Prohibited Uses. Any activity or use of the Easement Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Easement Property are expressly prohibited:

2.1 Development and Construction. Except as provided in Sections 4.1 and 4.3, development and construction of any buildings or structures on the Easement

Property, including, but not limited to, buildings intended for occupancy for residential purposes is prohibited;

- 2.2 Subdivision. Any division or subdivision of the Easement Property or title to the Easement Property, whether by physical or legal process, is prohibited;
- 2.3 Timber Harvesting. Timber Harvesting is prohibited. Trees may be cut to control insects and disease, to prevent personal injury and property damage and for firewood for domestic use only. Dead trees may be harvested at Grantor's discretion for firewood or construction purposes.
- 2.4 Trash. The dumping or accumulation of any kind of trash or refuse on the Easement Property is strictly prohibited. However, this shall not prevent the storage of agricultural products and by-products on the Easement Property in accordance with all applicable government laws and regulations.
- 2.5 Feed Lot. The establishment or maintenance of a commercial feed lot is prohibited. For purposes of this Easement, "commercial feed lot" is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this section shall prevent Grantor from seasonally confining Grantor's livestock into an area for feeding or from leasing pasture for the grazing of livestock owned by others, or from grazing Grantor's own livestock on the land consistent with the provisions hereof.
- 2.6 Mining. The commercial mining or extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method is prohibited.
- 2.7 Construction of Buildings and Other Structures. The construction of any building or other structure (except for installation of or replacement of fences as allowed in this Grant or installation or construction of stockwells or stockponds consistent with historic livestock grazing practice) is prohibited. Construction and/or operation of cellular towers, radio-telephone repeaters, wind powered electrical generators, television or radio antennas, radio-dispatch facilities, microwave or other wireless communications systems, and structures of any kind are prohibited. Before undertaking any construction that requires advance permission, Grantor shall notify Holder of such request at least 60 days before the onset of such work.
- 2.8 Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property. Grantor's retained rights to use the Easement Property for livestock grazing, pasture, stockwatering and related use, as set forth herein, shall not be deemed a prohibited commercial use.

Section 3.0. Extinguishment of Development Rights. All rights to develop or use the Easement Property for any purpose that is prohibited by, or that is inconsistent with this Easement, are hereby extinguished by Grantor.

Section 4.0. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Easement Property primarily to the preservation of open space and view corridors, grazing, a hiking and nature trail, wildlife protection and the other uses which are described herein and which are consistent with this Easement's purpose. The following uses and practices by Grantor, though not an exhaustive recital of consistent uses and practices, are permitted under this Easement, and these uses shall not be precluded, prevented, or limited by this Easement:

- 4.1 Maintaining, repairing, relocating, removing and replacing the existing improvements on the Easement Property, including, but not limited to, the water tank and associated water lines and the "P" painted rock feature and maintaining and repairing existing fences and utilities on the Easement Property;
- 4.2 Removing brush and vegetation necessary to minimize the risk of wildfire on the Easement Property;
- 4.3 Additional "wildlife friendly" fencing shall be permitted, designed and constructed in a manner that minimizes the adverse effect of the fencing on wildlife or on the natural features of the Easement Property. In the event of destruction, deterioration or obsolescence of said fences, Grantor may replace the same with fences of similar size, function, and capacity. Grantor may install fencing or locate rocks along the hiking trail described herein;
- 4.4 Continuing current and historic modes and levels of ranching, including the pasturing, grazing, feeding, and care of livestock, including, but not limited to, horses, and cattle, and to maintain stockponds and stockwells on the Easement Property, either replacement or new, provided they are used to continue the current and historic modes and levels of ranching. Grantor's activities may include those normally incident to range preservation and enhancement;
- 4.5 Maintaining and controlling any flood waters by use of dams or earth damming construction in order to prevent damage to the Easement Property by flood waters or in order to improve or construct stockponds;
- 4.6 Utilizing the Easement Property for recreational and educational uses including horseback riding and hiking;
- 4.7 Using agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with the frequency of application reasonably necessary to accomplish reasonable grazing and agricultural purposes, including weed control. All agrichemical use shall be in accordance with label directions and in compliance with applicable federal, state, and local laws, regulations, and requirements;
- 4.8 Preserving, repairing, maintaining, and replacing the existing roads and utility access across the Easement Property and to relocate the existing roads and utility access on the Property when reasonably necessary to maintain the use thereof; and

- 4.9 Using ranch and related vehicles upon and across the Easement Property, except as expressly prohibited.

Section 5.0. Reserved Rights. Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights accruing from the ownership of the Easement Property, including the right to engage in or permit, or to invite others to engage in, all uses of the Easement Property that are not expressly prohibited herein and that are not inconsistent with the purposes of this Easement.

Section 6.0. Rights of Holder. To accomplish the purposes of this Easement, the following rights are conveyed to Holder by this Easement:

- 6.1. To take such actions as are reasonably necessary to preserve and protect the Conservation Values of the Easement Property; and
- 6.2. On an annual basis, to enter upon the Easement Property at a mutually agreed upon time which is reasonable to both Grantor and Holder in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry by Holder shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Easement Property; and
- 6.3. In the event when emergency circumstances or prevention of a threatened material breach require, to enter the Easement Property to enforce the terms of this Easement without notice while not unreasonably interfering with Grantor's use and quiet enjoyment of the Easement Property; and
- 6.4. To prevent any activity on or use of the Easement Property that is inconsistent with the purposes of this Easement and to require of the appropriate persons the restoration of such areas or features of the Easement Property that are damaged by any activity or use that is inconsistent with the purposes of this Easement.
- 6.5. To manage and administer the hiking trail described below in Section 7, and to take all necessary steps to prevent trespassing upon the Easement Property by anyone utilizing the hiking trail.

Grantor acknowledges and agrees that the grant of the Easement constitutes a property right, vested in Holder on the date this instrument was executed by all parties (the "Effective Date"), having a fair market value at least equal to the proportionate value that the Easement bears to the fair market value of the Easement Property on the Effective Date.

Section 7.0. Easement Access and Trail Use.

- 7.1 Holder's Access. Holder, and not the general public, shall have reasonable ingress and egress over Grantor's Field Property for the purpose of accessing the Easement Property. Grantor may, in the exercise of its reasonable discretion, designate the location, manner and method of access to the Easement Property over the Field Property. The purpose of this right of access is to allow Holder to obtain access to the Easement Property for purposes of evaluating and administering it in accordance

with the terms of this Grant. With the exception of the right to construct and utilize a hiking trail in strict accordance with section 7.2 below, no right of access by the general public to any portion of the Easement Property is conveyed or created by this Grant of Easement. The access granted by this section 7.1 is not intended to provide access for the hiking trail, which trail use and access is described and defined in the following section 7.2.

- 7.2 Trail Use and Access. Grantor grants to Holder the right to construct and maintain a public trail (the "Trail") as part of the Alpine City Trail System, to be located only on the Easement Property and only in the location depicted on the attached Exhibit D, and subject to the following express conditions:
- 7.2.1 Construction. Holder may not construct the Trail until both of the following have occurred: (i) such time as the subdivision, presently called the Three Falls subdivision, located to the north of the Easement Property, has constructed and completed lot improvements, and has dedicated to Holder public trails that will connect into the Trail; and (ii) the owner of the Field Property, or such portion of it as may be needed to connect with other trails of Holder, has agreed to an extension of the Trail to other trails of Holder or the owner of the property to the west (presently property owned by the Grant family) of the Easement Property has agreed to allow the installation of a trail over said Grant family property for purposes of connecting the Trail to other trails of Holder. It is the intent of Grantor and Holder that: (i) no construction shall occur if such construction would create a dead end in the Trail or a circumstance where the Trail would not be connected to the Alpine Trail system on both ends of the Trail that is planned to traverse the Property, or (ii) to compel the construction of the Trail over land not within the Easement. Holder alone shall be responsible for the costs of constructing and maintaining the Trail.
- 7.2.2 Width and Location of Trail. The width of the Trail shall be no wider than four (4) feet except that Holder may utilize a space of up to ten (10) feet during the construction or reconstruction of the Trail. Holder agrees to restore the construction area to its reasonable pre-construction condition after the installation of the Trail and to consult with and notify Grantor before commencing construction of the Trail. Holder and Grantor agree that the Trail shall only be installed in the location depicted on the attached Exhibit D and that the location of the Trail shall first be flagged so that both Grantor and Holder can confirm its location prior to commencement of construction.
- 7.2.3 Operation and Use. Holder agrees to post sufficient number of signs to alert all users of the Trail that it is only a hiking and nature trail, that the public may not operate motorized vehicles on the Trail, that the Trail may only be used by hikers, cyclists and horseback riders, and that the public will be trespassing on private property if they stray from the Trail. Holder shall install such protective measures as may be necessary to prevent or impede

motor vehicle use of the Trail. Nothing in this section shall be interpreted as to prevent Grantor from crossing or utilizing the Trail or portions thereof with a motorized vehicle. Holder agrees to cooperate in efforts to fence or locate barriers, including boulders, along the Trail as may be necessary or where there have been instances of members of the public straying from the Trail.

- 7.2.4 Grantor's Remedies with Respect to Trail. Subject to section 9 hereof, if Holder fails to operate the Trail as required by this section, and has been provided sixty (60) days written notice of its failure to so operate the Trail, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Property at the cost of the Holder to the condition that existed prior to any such injury or to compel the operation of the Trail in accordance with this Grant.

Section 8.0. Holder's Remedies.

- 8.1. Notice of Violation; Corrective Action. If Holder determines that a violation of the terms of this Easement has occurred or is threatened, Holder shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Easement Property injured to its prior condition with a plan approved by Holder at Grantor's expense. Holder and Grantor acknowledge that the Baseline Documentation is an accurate representation of the Easement Property's condition on the Effective Date and that such information may be used to measure any alleged violation of this Easement. Notwithstanding the foregoing, should a future controversy arise over the physical condition of the Easement Property, the parties may use all relevant documents that will assist in resolving a controversy.
- 8.2. Injunctive Relief. If Grantor fails to cure the violation within twenty (20) days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within a twenty (20) day period, fails to begin curing the violation within the twenty (20) day period, or fails to seek accommodation to cure the violation, or fails to continue diligently to cure such violation until finally cured, Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Property to the condition that existed prior to any such injury.
- 8.3. Damages. Holder shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement which are proximately caused by Grantor, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the

Grantor's liability therefor, Holder, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Property.

- 8.4. Forbearance. Enforcement of the terms of this Easement shall be at the discretion of Holder and any forbearance by Holder to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Easement or of Holder's rights under this Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver of such a right or remedy.
- 8.5. Acts Beyond Grantor's Control, Force Majeure. Nothing contained in this Easement shall be construed to entitle Holder to bring any action against Grantor for any injury to or change in the Easement Property resulting from causes beyond Grantor's control, including, without limitation, acts of third parties, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate any threatened or actual significant injury to the Easement Property resulting from such causes.
- 8.6. Emergency Enforcement. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Property, Holder may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.
- 8.7. Scope of Relief. Holder's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Holder's remedies at law for any violation of the terms of this Easement are inadequate and that Holder shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 8.8. Costs of Enforcement. In connection with litigation or arbitration proceeding under this Easement, the prevailing party shall be entitled to recover from the other party its expenses, including, without limitation, costs and expenses of suit and reasonable attorney fees. Furthermore, any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.
- 8.9. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription as they may relate to the Easement Property.

Section 9.0. Mediation. Grantor and Holder agree to submit any dispute that one of them or both may have concerning this Easement to mediation prior to commencing any suit. Any suit

commenced before a mediation has occurred shall be stayed until after the parties have participated in a mediation. The parties agree to divide equally among themselves the fees for a mediator selected in accordance with this provision.

Section 10.0. Costs, Liabilities, Taxes, and Environmental Compliance.

- 10.1. Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use which shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Easement Property free of any mechanics' or materialmen's liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantor. Holder shall keep the Easement Property and Easement free of any mechanics' and materialmen's liens arising out of any work performed for, materials furnished to, or obligations incurred by Holder.
- 10.2. Taxes. Grantor shall pay, before delinquency, any and all taxes, assessments, fees, and charges levied or assessed by competent authority on the Easement Property (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Holder with satisfactory evidence of payment upon request. Holder agrees to cooperate in Grantor's efforts to have the Easement Property taxed as greenbelt or at a reduced property tax rate as a result of the Easement and shall cooperate in allowing such complementary uses as may be necessary to achieve the preferred and lower property tax rate.
- 10.3. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:
- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Easement Property, provided that nothing in this Section purports to apply to fertilizers, biocides or other such permitted substances incident to stockraising and ranching activities;
 - (b) There are not now any underground storage tanks (other than for water) located on the Easement Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Easement Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

- (c) Grantor and the Easement Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Property and its use;
 - (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Easement Property; and
 - (e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, local law, regulation, or requirement applicable to the Easement Property and its use, nor do there exist any facts or circumstances that the Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.
- 10.4. Remediation. If at any time there occurs, or has occurred, an unlawful release by Grantor or by any of Grantor's family members, employees, agents, contractors, or invitees (other than Holder) in, on, or about the Easement Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.
- 10.5. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Easement Property, or any of Grantor's activities on the Easement Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").
- 10.6. Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Holder and its members, directors, officers, attorneys, employees, agents, and contractors and its heirs, personal representatives, successors, volunteers and assigns each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from: (1) injury to or the death of any person, or physical damage to any property, resulting from any act or omission of Grantor occurring on or about the Easement Property; (2) Grantor's violation of, or failure to comply with, any state, federal, or local law, regulation, or requirement in any way affecting, involving, or relating to the Easement Property; (3) the presence or release in, on, from, or about the Easement Property, at any time, of any substance now or hereafter, except as contemplated or permitted hereunder.

Grantor and Holder agree that the purpose of the foregoing indemnity provision is to require the Grantor to bear the expense of the aforesaid claims made by a third party against the Holder which arise solely because the Holder has an interest in the Property as a result of this Easement. Nothing herein shall require that Grantor indemnify, defend or hold harmless any of the Indemnified Parties for any injury, death, physical damage, property damage, personal injury or any other damage, cost, expense or liability caused by the acts, omissions or negligence of any Indemnified Parties, nor for any injury, death, physical damage, property damage, personal injury or any other damage, cost, expense or liability caused by third parties and not the fault of Grantor. Holder shall at all times maintain commercial general liability insurance insuring Holder for acts or omissions giving rise to personal injury or property damage.

Section 11.0. Extinguishment/ Condemnation.

- 11.1. Extinguishment. If an unexpected change occurs in the conditions surrounding the Property that makes the continued use of the Easement Property for conservation purposes impossible or impractical this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction; provided that, (1) Holder's vested interest in the Easement Property described in paragraph 6.5 hereof is maintained, (2) upon the subsequent sale or exchange of the Property, the net proceeds from such sale or exchange are divided between Holder and Grantor in the proportionate value of this Easement as established at the time of its creation (unless applicable state law requires that Holder receive all proceeds from such sale or exchange), and (3) Holder uses all of its share of such proceeds in a manner consistent with the Conservation Values.
- 11.2. Condemnation. If all or any part of the Easement Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, the parties shall act jointly to recover the full value of their interests in the Easement Property, subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred shall be paid out of the amount recovered. All net proceeds recovered by the parties shall be divided in accordance with the proportionate value of this Easement as established at the time of its creation (unless applicable state law requires that Holder receive all of such proceeds). All interpretations of Holder's property rights shall follow Treasury Regulation Section 1.170.

Section 12.0. Assignment of Holder's Interest. This Easement is transferable by Holder, but Holder may assign its interest in this Easement only to a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable Regulations promulgated thereunder and the Act. As a condition of such assignment, Holder shall require that a qualified assignee expressly accept such assignment, assume the obligations of Holder hereunder, and agree in writing that the conservation purposes that this grant is intended to advance shall continue to be carried out following the assignment. This Easement may not be assigned to another governmental entity, be it federal or local agency or political subdivision, other than a qualified state agency of the State of Utah. Prior to assigning its interest in this Easement, Holder shall obtain the prior written consent of Grantor or the then current owner of fee title to the Easement Property. Any assignment without the required consent as stated herein, shall be void and of no effect. Grantor shall not unreasonably withhold its consent to any such assignment so long as it is not to a prohibited party identified herein.

Section 13.0 Amendment of the Easement. Notwithstanding the provisions related to the extinguishment of this Easement, if circumstances arise under which an amendment to or modification of the Easement would be appropriate, Grantor and Holder may mutually agree to amend the Easement; provided that no amendment shall be allowed that affects the status of the Easement as a qualified conservation contribution under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulation promulgated thereunder or the Act, assuming that this Easement otherwise qualifies. Any such amendment shall be consistent with the purposes of the Easement, shall not affect its perpetual duration, and shall not impair any of the Conservation Values. Any such amendment shall be recorded in the official records of Utah County, Utah recorder. Nothing in this Easement in any way purports to indicate that the parties anticipate, or represent to one another, that the grant of the Easement qualifies for deductions or other favorable tax treatment, and such treatment is in no way a contingency of any obligation hereunder.

Section 14.0. Subsequent Transfers by Grantor. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Easement Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Holder of the transfer of any interest in the Easement Property subject to this Easement at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

Section 15.0. Recordation. Holder shall record this instrument in a timely fashion in the official records of Utah County, and may re-record it at any time as may be required to preserve Holder's rights in this Easement.

Section 16.0. General Provisions.

- 16.1. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the other party at the address shown at the beginning of this Easement, or at such other address as a party may hereafter specify by written notice to the other parties or at such address maintained by the Division of Corporation and Commercial Code, Utah Department of Commerce.
- 16.2. Grant in Perpetuity. Subject to Sections 11.1, and 11.2 hereof, the Easement herein granted shall be a burden upon and shall run with the Easement Property in perpetuity and shall bind Grantor and Grantor's respective personal representatives, heirs, successors, and assigns forever.
- 16.3. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of party's interest in the Easement or Easement Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 16.4. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purposes of the Land Conservation Easement Act, Utah Code Ann. §§57-18-1, -7. If any provision of this instrument is found to be ambiguous, invalid, or unenforceable, an interpretation consistent with the purposes of this Easement that would render the provision valid and enforceable shall be favored over interpretation that would render it invalid or unenforceable.
- 16.5. Severability. If any provision of this Easement, or the application thereof, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to circumstances or persons other than those to which it is found invalid, shall not be affected so long as the purposes of this Easement are not unduly frustrated.
- 16.6. Entire Agreement. This instrument sets forth the entire agreement between the parties with respect to this Easement.
- 16.7. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Easement. Notwithstanding which of the parties may be deemed to have prepared this Easement, this Easement shall not be interpreted either for or against Grantor or Holder, but this Easement shall be interpreted in accordance with the general tenor of the language in an effort to carry out the purposes of this Easement.
- 16.8. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties, hereto and their respective personal representatives, heirs, successors, and assigns and shall continue

as a servitude running in perpetuity with the Easement Property. The terms "Grantor" and "Holder" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor its successors, and assigns, and the above-named Holder and its successors and assigns.

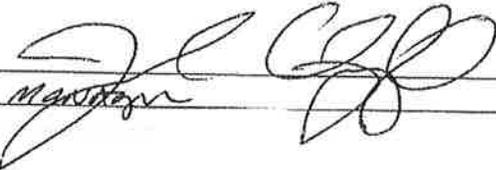
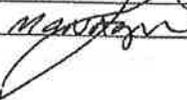
- 16.9. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 16.10. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[Signature page to follow]

TO HAVE AND TO HOLD, the said Easement unto the said Holder, its successors and assigns forever.

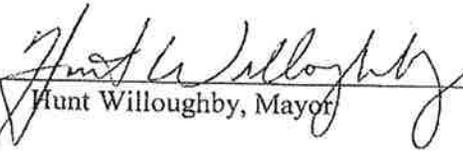
IN WITNESS WHEREOF, Grantor has executed this Grant of Conservation Easement as of July 15, 2010:

CHAPPELL ALPINE FARMS LLC,
a Utah limited liability company

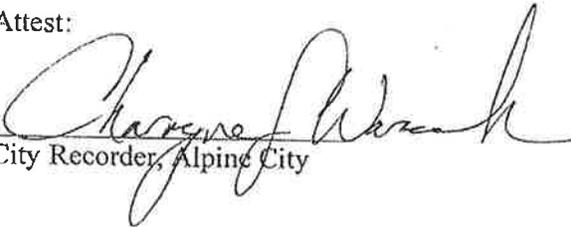
By 
Its 

The undersigned Holder hereby accepts the foregoing Grant of Easement.

ALPINE CITY, a political subdivision of the State of Utah

By 
Hunt Willoughby, Mayor

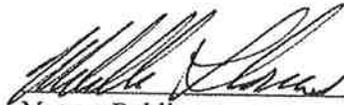
Attest:


City Recorder, Alpine City

Acknowledgments

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 16 day of July, 2010 by Jared Chappell, the Manager of Chappell Alpine Farms LLC, as Grantor.



Notary Public

STATE OF UTAH)
) ss.
COUNTY OF UTAH)



The foregoing instrument was subscribed, sworn to, and acknowledged before me this 16th day of July, 2010 by HUNT WILLOUGHBY, Mayor of Alpine City, as Holder.



Notary Public



EXHIBIT "A"**PROPERTY DESCRIPTION**

Commencing at the North Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°47'44" West along the One-Quarter Section Line 2159.621 feet; thence along a Deer Fence as follows: North 89°50'46" West 225.351 feet; South 00°49'55" West 482.103 feet; South 89°36'59" East 225.65 feet along a Deer Fence and extension thereof to the One-Quarter Section Line; thence South 00°47'44" West along the One-Quarter Section Line 48.173 feet; thence South 27°02'01" West 188.51 feet; thence North 61°02'02" West 323.332 feet along a Deer Fence; thence along the Wayne Park Title (W.D. Entry 11602-69) Dale Pack Title (Q.C.D. Entry 12141-92 and Carl Pack Title (W.D. Entry 389343-83) as follows: South 29°57" West 224.978 feet North 60°40' West 321.919 feet to the East Title of Weixler; thence along the Weixler Title (W.D. Entry 25617.92) as follows: North 33°39' East 406.854 feet; North 77°12'34" West 225.245 feet; South 69°35' West 460.80 feet South 12°33' East 32.95 feet to the Northerly boundary of Dean Lindsay Title (W.D. Entry 39295.80); thence South 62°09' West 190.041 feet; thence along a fence line and Grant Title (W.D. 1780-91) as follows: North 00°34'37" West 256.025 feet North 00°34'24" West 145.52 feet; North 32°57'25" West 324.82 feet; North 33°37'02" West 376.55 feet; North 34°13'41" West 266.95 feet; North 43°13'49" West 212.37 feet to the Section Line; thence North 00°02'21" East 461.775 feet along the Section Line to the Northwest corner of said Section 18; thence North 88°33'09" East 2719.90 feet along the Section Line to the Point of Beginning.

Less And Excepting the Following 2 Parcels:

Commencing at a fence post located North 00°02'21" East along the Section Line 371.96 feet and East 2010.13 feet from the West One-Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 10°53'37" West 363.18 feet; thence East 553.28 feet; thence South 06°19'38" West 340.50 feet; thence South 34°58'49" East 102.86 feet; thence South 19°01'01" West 55.51 feet; thence South 46°20'46" West 49.90 feet to a fence corner thence South 00°49'55" West along a Fence Line 453.99 feet; thence along the North boundary of an easement right of way as follows: along the arc of a 73.26 foot radius curve to the right 80.60 feet (chord bears North 57°28'39" West 76.60 feet; North 25°57'30" West 113.44 feet; along the Arc of a 200.00 foot radius curve to the left 148.03 feet, (chord bears North 47°09'45" West 144.68 feet); thence North 11°29'57" West 100.41 feet; thence North 01°35'35" East 316.55 feet; thence South 84°24'28" West 132.84 feet; thence South 65°53'45" West 89.34 feet to the Point of Beginning. (11-045-0136).

Commencing North 382.10 feet and East 1936.12 feet from the West Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 15°18' West 11.52 feet; thence North 74°42' East 250 feet along a Fence Line; thence South 15°18' East 239.36 feet; thence South 78°13' West 280.79 feet to the Point of Beginning. (11-045-0057)

EXHIBIT "B"**Legal Description of "Easement Property"**

Beginning at a point South 88°33'07" West 74.43 feet from the North Quarter Corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 34°57'14" West 115.53 feet; thence South 32°51'36" West 173.94 feet; thence South 30°12'54" West 105.94 feet; thence South 45°12'21" West 85.41 feet; thence South 51°03'16" West 108.18 feet; thence South 60°28'12" West 71.97 feet; thence South 52°59'20" West 62.28 feet; thence South 43°34'32" West 80.33 feet; thence South 34°42'39" West 81.59 feet; thence South 37°54'31" West 107.57 feet; thence South 41°52'53" West 333.60 feet; thence South 14°04'50" East 75.42 feet; thence South 04°43'18" West 91.09 feet; thence South 31°55'48" West 94.86 feet; thence South 13°11'38" East 94.46 feet; thence South 27°24'35" West 115.21 feet; thence South 28°48'14" West 97.02 feet; thence South 31°50'10" West 85.86 feet; thence South 41°14'13" West 40.85 feet; thence South 13°25'22" East 13.45 feet; thence South 18°24'14" West 46.79 feet; thence South 34°48'03" West 64.26 feet; thence South 31°36'42" West 100.03 feet; thence South 33°51'47" West 35.81 feet; thence South 45°19'26" West 41.25 feet; thence South 33°00'51" West 37.43 feet; thence South 34°04'20" West 50.47 feet; thence South 37°44'46" West 62.93 feet; thence South 49°00'58" West 128.87 feet; thence North 55°50'00" West 452.24 feet; thence North 29°46'46" West 246.39 feet; thence North 32°34'24" West 145.52 feet; thence North 32°57'25" West 324.82 feet; thence North 33°37'02" West 376.55 feet; thence North 34°13'41" West 266.95 feet; thence North 43°13'49" West 212.32 feet; thence North 00°02'05" East 462.43 feet; thence North 88°33'07" East 2642.32 feet to the point of beginning.

Comprising 3,001,424 Sq Ft or 68.90 Acres +/-.

EXHIBIT "C"**Legal Description of Grantor's "Field Property"**

Commencing at the North Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°47'44" West along the One-Quarter Section Line 2159.621 feet; thence along a Deer Fence as follows: North 89°50'46" West 225.351 feet; South 00°49'55" West 482.103 feet; South 89°36'59" East 225.65 feet along a Deer Fence and extension thereof to the One-Quarter Section Line; thence South 00°47'44" West along the One-Quarter Section Line 48.173 feet; thence South 27°02'01" West 188.51 feet; thence North 61°02'02" West 323.332 feet along a Deer Fence; thence along the Wayne Park Title (W.D. Entry 11602-69) Dale Pack Title (Q.C.D. Entry 12141-92 and Carl Pack Title (W.D. Entry 389343-83) as follows: South 29°57" West 224.978 feet North 60°40' West 321.919 feet to the East Title of Weixler; thence along the Weixler Title (W.D. Entry 25617.92) as follows: North 33°39' East 406.854 feet; North 77°12'34" West 225.245 feet; South 69°35' West 460.80 feet South 12°33' East 32.95 feet to the Northerly boundary of Dean Lindsay Title (W.D. Entry 39295.80); thence South 62°09' West 190.041 feet; thence along a fence line and Grant Title (W.D.1780-91) as follows: North 00°34'37" West 256.025 feet North 00°34'24" West 145.52 feet; North 32°57'25" West 324.82 feet; North 33°37'02" West 376.55 feet; North 34°13'41" West 266.95 feet; North 43°13'49" West 212.37 feet to the Section Line; thence North 00°02'21" East 461.775 feet along the Section Line to the Northwest corner of said Section 18; thence North 88°33'09" East 2719.90 feet along the Section Line to the Point of Beginning.

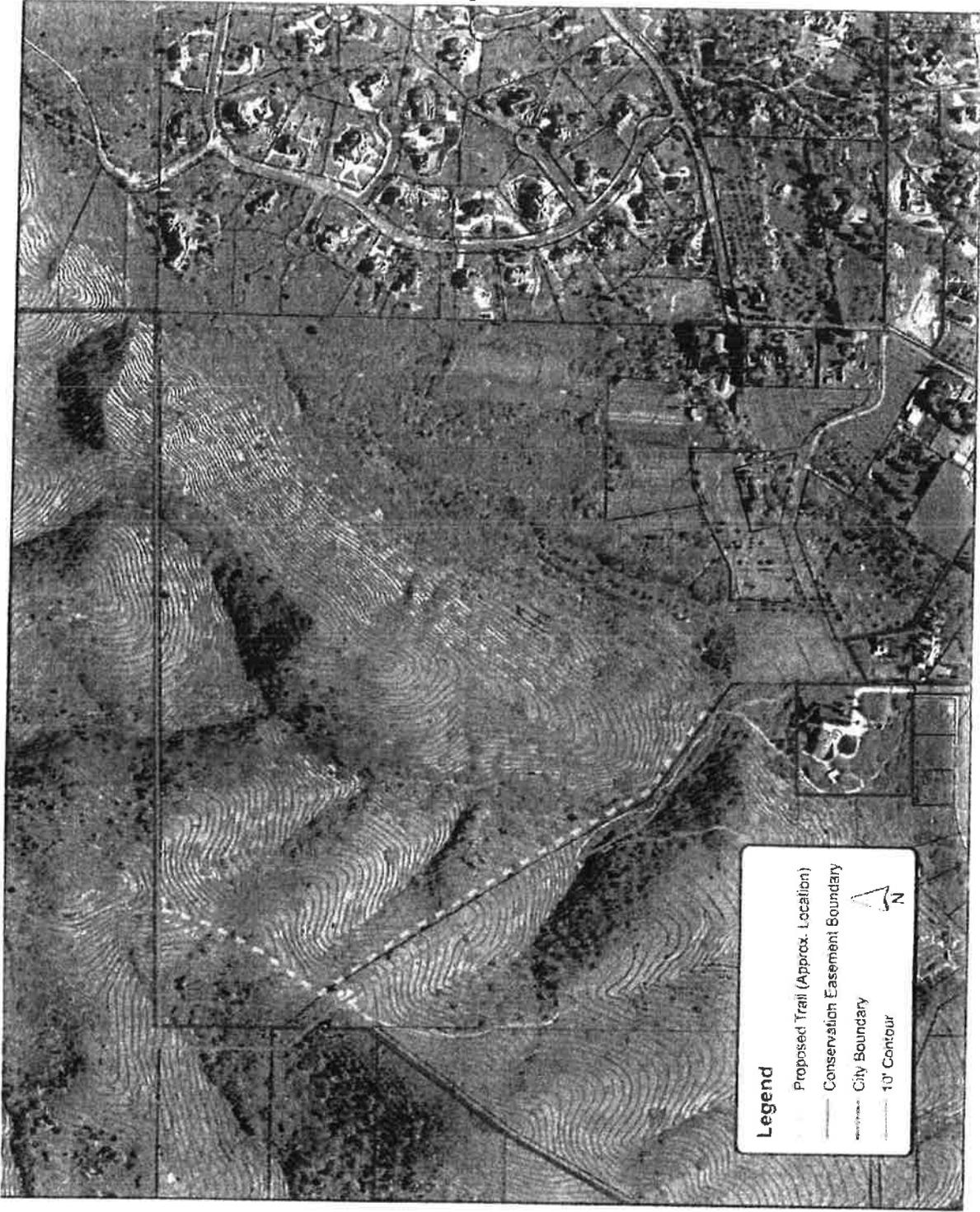
Less And Excepting the Following 3 Parcels:

Commencing at a fence post located North 00°02'21" East along the Section Line 371.96 feet and East 2010.13 feet from the West One-Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 10°53'37" West 363.18 feet; thence East 553.28 feet; thence South 06°19'38" West 340.50 feet; thence South 34°58'49" East 102.86 feet; thence South 19°01'01" West 55.51 feet; thence South 46°20'46" West 49.90 feet to a fence corner thence South 00°49'55" West along a Fence Line 453.99 feet; thence along the North boundary of an easement right of way as follows: along the arc of a 73.26 foot radius curve to the right 80.60 feet (chord bears North 57°28'39" West 76.60 feet; North 25°57'30" West 113.44 feet; along the Arc of a 200.00 foot radius curve to the left 148.03 feet, (chord bears North 47°09'45" West 144.68 feet); thence North 11°29'57" West 100.41 feet; thence North 01°35'35" East 316.55 feet; thence South 84°24'28" West 132.84 feet; thence South 65°53'45" West 89.34 feet to the Point of Beginning. (11-045-0136).

Commencing North 382.10 feet and East 1936.12 feet from the West Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 15°18' West 11.52 feet; thence North 74°42' East 250 feet along a Fence Line; thence South 15°18' East 239.36 feet; thence South 78°13' West 280.79 feet to the Point of Beginning. (11-045-0057)

Beginning at a point South 88°33'07" West 74.43 feet from the North Quarter Corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 34°57'14" West 115.53 feet; thence South 32°51'36" West 173.94 feet; thence South 30°12'54" West 105.94 feet; thence South 45°12'21" West 85.41 feet; thence South 51°03'16" West 108.18 feet; thence South 60°28'12" West 71.97 feet; thence South 52°59'20" West 62.28 feet; thence South 43°34'32" West 80.33 feet; thence South 34°42'39" West 81.59 feet; thence South 37°54'31" West 107.57 feet; thence South 41°52'53" West 333.60 feet; thence South 14°04'50" East 75.42 feet; thence South 04°43'18" West 91.09 feet; thence South 31°55'48" West 94.86 feet; thence South 13°11'38" East 94.46 feet; thence South 27°24'35" West 115.21 feet; thence South 28°48'14" West 97.02 feet; thence South 31°50'10" West 85.86 feet; thence South 41°14'13" West 40.85 feet; thence South 13°25'22" East 13.45 feet; thence South 18°24'14" West 46.79 feet; thence South 34°48'03" West 64.26 feet; thence South 31°36'42" West 100.03 feet; thence South 33°51'47" West 35.81 feet; thence South 45°19'26" West 41.25 feet; thence South 33°00'51" West 37.43 feet; thence South 34°04'20" West 50.47 feet; thence South 37°44'46" West 62.93 feet; thence South 49°00'58" West 128.87 feet; thence North 55°50'00" West 452.24 feet; thence North 29°46'46" West 246.39 feet; thence North 32°34'24" West 145.52 feet; thence North 32°57'25" West 324.82 feet; thence North 33°37'02" West 376.55 feet; thence North 34°13'41" West 266.95 feet; thence North 43°13'49" West 212.32 feet; thence North 00°02'05" East 462.43 feet; thence North 88°33'07" East 2642.32 feet to the point of beginning.

EXHIBIT "D"
Map of Trail



ALPINE CITY COUNCIL AGENDA

SUBJECT: 2017 Annual Meeting Schedule

FOR CONSIDERATION ON: 13 December 2016

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve Meeting Schedule

APPLICABLE STATUTE OR ORDINANCE:

PETITION IN COMPLIANCE WITH ORDINANCE: Yes

BACKGROUND INFORMATION:

At the beginning of each new the year, The City Council will review the Annual Meeting Schedule. They will discuss the schedule to see if the dates work or if changes need to be made.

RECOMMENDED ACTION:

Approve the 2017 Annual Meeting Schedule.



**2017 ANNUAL MEETING SCHEDULE
FOR
ALPINE CITY, UTAH**

PLANNING COMMISSION MEETINGS for the 2017 calendar year are scheduled on the 1st and 3rd Tuesday of each month as follows unless otherwise indicated:

January 3	May 2	September 5
January 17	May 16	September 19
February 7	June 6	October 3
February 21	June 20	October 17
March 7	July 18	November 7
March 21	August 1	December 5
April 18	August 15	

CITY COUNCIL MEETINGS for the 2017 calendar year are scheduled on the 2nd and 4th Tuesday of each month as follows unless otherwise indicated:

January 10	May 9	September 12
January 24	May 23	September 26
February 14	June 13	October 10
February 28	June 27	October 24
March 14	July 11	November 14
March 28	July 25	November 28
April 11	August 22	December 12
April 25		

All Planning Commission and City Council meetings will begin at 7:00 pm unless otherwise posted. Meetings are held at Alpine City Hall, 20 North Main, Alpine, Utah 84004.

Charmayne G. Warnock
City Recorder

THE PUBLIC IS INVITED TO ATTEND ALL PUBLIC CITY MEETINGS. If you need a special accommodation to participate in the meeting, please call the City Recorder's Office at 801-756-6347 ext. 113.

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

RESOLUTION NO. R2016-10

**A RESOLUTION OF THE GOVERNING BODY OF ALPINE CITY ADOPTING
AND UPDATING THE CONSTRUCTION SPECIFICATIONS FOR PUBLIC
IMPROVEMENTS WITHIN THE CITY**

WHEREAS, Section 4.8.1 of the Alpine City development code provides that construction standards, for new subdivisions, shall be adopted by the City Council by resolution; and

WHEREAS, the City Engineer has recommended to the City Council that the City update its standards and specification by adopting the APWA Manual of Standard Specifications and Drawings as the new city specifications; and

WHEREAS, the standards and specifications recommended by the City Engineer are standards and specifications that are locally and nationally known to contractors and others which may be constructing public improvements and infrastructure for new subdivisions in the City.

NOW THEREFORE BE RESOLVED by the Governing Body of Alpine City as follows:

1. Alpine City hereby adopts the APWA Manual of Standard Specifications 2012 Edition, the APWA Manual of Standard Plans 2012 Edition and the Amendments to Manual of Specifications as the standards and specifications for construction of public improvements and infrastructure for all new subdivisions in the City of Alpine. Copies of these manuals and amendments shall be on file with the City Engineer and be available for review and inspection during all business hours.
2. This resolution shall take effect immediately upon passing.

Passed and dated this _____ day of _____, 2016.

Mayor

Attest:

Recorder

ALPINE CITY COUNCIL AGENDA

SUBJECT: Alpine City Hall Art Work

FOR CONSIDERATION ON: 13 December 2016

PETITIONER:

ACTION REQUESTED BY PETITIONER:

APPLICABLE STATUTE OR ORDINANCE:

PETITION IN COMPLIANCE WITH ORDINANCE:

BACKGROUND INFORMATION: At the meeting of November 9, 2016, the Council indicated they would like to see if the artist would negotiate the sale of some of the paintings on exhibit in City Hall rather than requiring that all 40 be sold as a group. Staff contacted the artist, Mary Ann Judd Johnson, who said she would be willing to sell six or seven paintings for the six thousand dollars we have thus far raised in donations.

STAFF RECOMMENDATION:

Choose six or seven of the forty paintings to become a permanent exhibit in City Hall.

Each painting will have a number beside it. Each Councilmember will circle the numbers on the attached sheet corresponding to the numbers by the paintings to show which ones they would like to keep. Please return the sheet to Charmayne.