



CITY COUNCIL MEETING

ADDENDUM

6:00 pm

Tuesday, September 21, 2004

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance
- B. Introduction - Aaron Telton, House of Representative, District 65
- C. [Agenda Request - John Smiley](#) - Quail Hollow Pedestrian Bridge
- D. [Agenda Request - Kari Wessman](#) - Beer Sales on Sunday

II. STAFF REPORTS

- A. Dale Robinson - Parks and Recreation
 - 1. Recreation Software Contract*
 - 2. [Gun Club Shed Project](#)
- B. Junior Baker - Legal
 - 1. [Retired and Senior Volunteer Program Agreement](#)
 - 2. [Consent for Assignment of Lease Agreement from Qwest Wireless to Verizon Wireless](#)
 - 3. [Annexation Agreement](#) - Spanish Fork Associates
- C. Emil Pierson - Planning and Development
 - 1. [Hamilton Estates Preliminary Plat Subdivision](#) - 1800 South 1400 East

III. OTHER BUSINESS

IV. EXECUTIVE SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION

() indicates support information, if any, will follow at the Council meeting.*

The public is invited to participate in all Spanish Fork City Council Meetings. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

SPANISH FORK CITY

AGENDA REQUEST FORM

Date of Meeting Requested to Attend: 9.7.04

All forms must be completed and returned by NOON the Wednesday before the Council Meeting requested. (Return no later than: _____) Thank you.

Name John Smiley Quail Hollow Phone
Address _____
Number _____

Please list the subject and detailed information regarding your request:

We would like to decide on a bridge site for Quail Hollow

Through the last year the bridge site has been moved several times, at its present location (a span of 140') it costs us more and has a center support down in the flood area.

~~The bridge is~~

We originally decided to put the bridge in for Quail Hollow residents — then who ever else uses it is O.K. Either site works great for Quail Hollow residents — it just that the current location works better for River Cove residents.

The down side to the bridge at its current location is #1 Cost (cost is double from where we originally wanted to put it) #2 Center support in the flood area.

John D. Smiley
Signature

9.1.04
Date

SPANISH FORK CITY

AGENDA REQUEST FORM

Date of Meeting Requested to Attend:

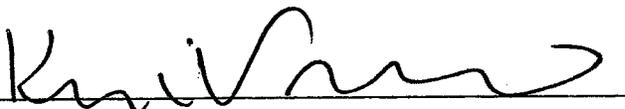
9-21-04

All forms must be completed and returned by NOON the Wednesday before the Council Meeting requested. (Return no later than: _____) Thank you.

Name ALBERTSONS : KARI WESSMAN Phone Number _____
Address _____

Please list the subject and detailed information regarding your request:

RESTRICTED SELLING OF BEER ON SUNDAY


Signature

9/8/04
Date



**MEMO
SPANISH FORK CITY
PARKS & RECREATION
DEPARTMENT**

DATE: September 20, 2004

TO: Mayor Barney and City Council

FROM: Dale Robinson, Parks and Recreation Director

RE: Bid Tabulation,
Spanish Fork Gun Club Storage Shed Project

This project is to construct a storage shed in between the gun club and the reservoir. It would provide some much needed storage space for both the gun club and the reservoir maintenance. The following is a tabulation of the bids to construct the storage shed:

1	Steve Fish	\$ 24,780.00
2	Cleary	\$ 26,951.00
3	Richard Davis	\$ 28,558.00
4	Tuff Shed	\$ 41,600.00

Approximately \$800 would be added to the awarded bid amount for a payment and performance bond. There was \$26,000 budgeted to construct this facility in last year's budget. That money would be carried over to pay for the project.

Steve Fish constructed the Cemetery #2 Well filter building in 2003. His work on this building was completed on time and in a professional manner. We therefore recommend that the bid be awarded to Steve Fish in the amount of \$24,780.

RETIRED AND SENIOR VOLUNTEER PROGRAM

586 E. 800 N., Orem, UT 84097 * (801) 229-3810 * www.mountainland/rsvp.org

MEMORANDUM OF UNDERSTANDING

between

RETIRED AND SENIOR VOLUNTEER PROGRAM

and

Station Name: SPANISH FORK CITY

Address: 40 SOUTH MAIN

City/Zip: SPANISH FORK, UT 84660

Station Supervisor: DALE BARNEY

Phone: (801) 798-5000

IT IS THE INTENT OF THIS MEMORANDUM OF UNDERSTANDING TO PROMOTE COOPERATION, CLARIFY RESPONSIBILITIES AND DEFINE WORKING RELATIONSHIPS BETWEEN *RSVP* AND THE VOLUNTEER STATION. THIS MEMORANDUM MAY BE AMENDED OR TERMINATED, IN WRITING, AT THE REQUEST OF EITHER PARTY.

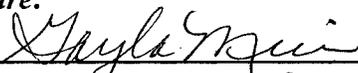
The following BASIC PROVISIONS shall be administered by RSVP:

1. **Recruitment and Selection.** Senior volunteers will be recruited, interviewed and selected by RSVP staff before being enrolled and referred to the volunteer station for placement.
2. **Orientation of Administrative and Supervisory Personnel.** RSVP will provide orientation to administrative personnel and on-the-job supervisors of senior volunteers at the volunteer station. Such orientation will occur prior to placement of senior volunteers at the volunteer station and at other times as needed.
3. **Insurance Coverage.** Senior volunteer accident insurance is provided (at no cost to the volunteer) at the volunteer station where they are assigned) for personal injury occurring between home and the volunteer station, during periods of service or while attending RSVP project-sponsored activities.
4. **Transportation Reimbursement.** As needed, or as a condition for volunteer service, RSVP will provide transportation reimbursement to a predetermined maximum amount for expenses between home and the volunteer station.
5. **Consultation and Evaluation.** RSVP will, from time to time, request a consultation to measure and evaluate the impact, productivity, cost effectiveness and the structure and mechanism for delivery of services at the volunteer station.
6. **Grievance Procedures.** RSVP will serve as an advocate for either RSVP volunteers or the volunteer station to mediate grievances.

The following BASIC PROVISIONS shall be administered by the Volunteer Station:

1. **Basic Policies.** Senior volunteers will be requested by the volunteer station and will serve in accordance with the policies and regulations of RSVP.

2. **Supervision.** The volunteer station is responsible for orientation, instruction and on-the-job supervision of senior volunteers.
3. **Volunteer Assignments.** (a) The volunteer station will provide RSVP and each senior volunteer with a brief, but specific description of their volunteer assignments; (b) RSVP will place senior volunteers with the volunteer station and will, from time to time, review assignments to determine if they are within the scope of RSVP.
4. **Volunteer Reports.** RSVP will provide and the volunteer station will collect and validate RSVP monthly time and mileage forms.
5. **Displacement of Employees.** The volunteer station will not assign volunteers to any activity which would displace employed workers or impair existing contracts for service.
6. **Accident Reports.** The volunteer station will make such investigations and prepare such documentation as requested by RSVP, regarding mishaps involving senior volunteers.
7. **Handicap Access.** In compliance with the Americans with Disabilities Act of 1990, the volunteer station will provide and maintain handicap access for disabled senior volunteers.
8. **Discrimination.** The volunteer station will actively comply with provisions of Title VI of the Civil Rights Act of 1964.
9. **Harassment.** The volunteer station shall establish practices of enforcement that secure the protection of volunteers from sexual or other forms of harassment through actions, comments, or expressions of a negative nature.
10. **Religious / Political Activities.** The volunteer station will not request, assign, or permit senior volunteers to conduct or engage in religious, sectarian or political activity or instruction.
11. **Separation from Volunteer Station.** The volunteer station may request the removal of a senior volunteer at any time. RSVP may recall a senior volunteer at any time. A senior volunteer may resign from service with a volunteer station or from RSVP at any time. (Discussion of individual separations will occur between RSVP staff, staff at the volunteer station and the senior volunteer, to clarify the reasons, resolve conflict or to take remedial action, as deemed necessary).
12. **In-Kind Contributions.** As appropriate, the volunteer station may provide meals for volunteers.

For Volunteer Station:	For RSVP:
<i>Signature:</i>	<i>Signature:</i> 
Title:	Title: <i>Program Director</i>
Date:	Date: <i>8/26/04</i>

Qwest Wireless, L.L.C.
1801 California Street, 49th Floor
Denver, Colorado 80202



August 30, 2004

Spanish Fork City
40 South Main
Spanish Fork, UT 84660

Re: Option and Site Lease Agreement, as amended (the "Agreement")
Agreement Date: 4/28/1999
Site ID# SLC144A
Lease/Agreement ID# UTRW0124A
Site Address: 2550 EAST 1600 SOUTH, Spanish Fork, UT 84660("Property")

Dear Landlord / Licensor:

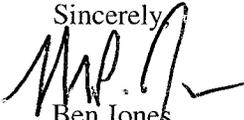
As you may know, Qwest Wireless, L.L.C. ("Qwest Wireless") recently entered into an agreement to sell substantially all its wireless assets to Celco Partnership d/b/a Verizon Wireless ("Verizon Wireless"). Upon the closing of the transactions contemplated by the agreement, Verizon Wireless will own the transferred assets and Qwest Wireless will cease to operate its cellular telephone network. The transaction is expected to close in late 2004 or early 2005.

In connection with this transaction, Qwest Wireless intends to assign your Lease/Agreement to Verizon Wireless or to an affiliate of Verizon Wireless ("Verizon Wireless Company"). Qwest Wireless will also be assigning its FCC license for the market in which the Property is located to the Verizon Wireless Company. The Verizon Wireless Company will assume all of Qwest Wireless' responsibilities and liabilities under the Agreement, including the obligation to pay rent in accordance with the terms of the Agreement, to the extent arising after and attributable to periods after the effective date of the assignment. Verizon Wireless has advised us that it expects the assignee to be an affiliate named Verizon Wireless (VAW) LLC.

Under the terms of the Agreement, your written consent is required to complete this assignment. Once you have provided your consent, the assignment will become effective upon the closing of the transaction with Verizon Wireless. Written confirmation will be sent to you following the completion of the assignment.

We, therefore, respectfully request that you sign the attached Landlord's Consent and return this original document to me before September 21, 2004. Verizon Wireless has approved the attached landlord consent. Please keep the enclosed copy of this consent for your records. For your convenience, we have enclosed a self addressed, stamped envelope in which you may return your signed consent.

Thank you in advance for your prompt attention to this request. If you have questions or require additional information, please contact Paul Adler at (801) 579-0785.

Sincerely

Ben Jones
Senior Attorney

CONSENT TO ASSIGNMENT OF AGREEMENT

Re: Option and Site Lease Agreement, as amended (the "Agreement")
Agreement Date: 4/28/1999
Site ID# SLC144A
Lease/Agreement ID# UTRW0124A
Site Address: 2550 EAST 1600 SOUTH, Spanish Fork, UT 84660("Property")

The undersigned Landlord / Licensor / Landowner hereby consents to the assignment of the Agreement by Qwest Wireless, L.L.C. to Cellco Partnership d/b/a Verizon Wireless or to one of its affiliates, including Verizon Wireless (VAW) LLC, in accordance with the letter from Qwest Wireless, L.L.C. to the Landlord / Licensor / Landowner dated August 30, 2004.

Date: _____, 2004

Spanish Fork City

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

ANNEXATION AGREEMENT FOR THE SPANISH FORK ASSOCIATES ANNEXATION

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the day of _____, 2004 by and between Spanish Fork Associates, LLC (hereinafter Petitioner) and Spanish Fork City, (hereinafter City), (together, the "Parties").

RECITALS

A. WHEREAS, Petitioner has filed a petition to annex approximately 96.37 acres of real property adjacent to City boundaries at approximately 2400 East 7600 South (Utah County address), which area is described in Exhibit A; and

B. WHEREAS, the Parties intend to enter into this Agreement to allow Petitioner and City to agree on issues considered essential to the annexation. This process will lead to an orderly industrial development process which provides an important tax and employment base while allowing City to provide municipal services in a cost effective and efficient manner and in accordance with the Spanish Fork City General Comprehensive Plan, applicable zoning ordinances, and the Construction and Development Standards of City; and

C. WHEREAS, approval of this annexation agreement does not grant site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances. Petitioner expressly acknowledges that nothing in this agreement shall be deemed to relieve Petitioner from the obligation to comply with all applicable requirements of City necessary for approval of any development, nor does it limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Zoning Ordinance in effect on the date of a complete application. Certain other terms and phrases are referenced below. In the event of a conflict in definitions, that definition which provides the most restrictive development latitude shall prevail.

1.1 **Design Guidelines** means the Spanish Fork City Construction and Development Standards and including the Specifications, Details, and Design Guidelines.

1.2 **Owners** means the owner(s) of the Property, or any part thereof, as indicated on the records of the Utah County Recorder.

1.3 **Subject Area** means the property being annexed.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Petitioner

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Subject Area, Petitioner accepts and agrees to comply with the impact, connection, and building fees of City in effect at the time of assessment, unless modified by a development or other agreement made in conjunction with an economic development area. City agrees and represents that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Petitioner acknowledges that the development requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required. Petitioner, its successors or assigns, agrees not to challenge, contest

or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 Construction Mitigation. Petitioner shall provide the following measures, all to the reasonable satisfaction of City, to mitigate the impact of construction within the Subject Area. Petitioner shall also adhere to the usual construction impact mitigation measures required by City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any final plat and/or site plan:

2.1.2.1 Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements, with no disturbance of the Subject Area outside of any approved phase of development;

2.1.2.2 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed; and

2.1.2.3 Construction traffic routing plan to minimize traffic impacts on Spanish Fork City and residential areas as approved by City.

2.2 General Rights and Responsibilities of the City

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards, or rules regulating development or zoning.

2.2.2 **Compliance with City Requirements and Standards.** Petitioner expressly acknowledges that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City necessary for approval of plats and site plans for the Subject Area in effect at the time of development approval, or re-approval in the event of expiration, including the payment of unpaid fees, the approval of plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies, procedures, and Design Guidelines of City.

2.3 **Recording.** City or Petitioner may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 Petitioner Obligations.

3.1.1 Subject Area.

3.1.1.1 **General Conditions.** Petitioner agrees to comply with the following conditions with respect to the Subject Area:

A. Gravel extraction is prohibited;

B. Upon approval of the first development project in the Subject Area, 2400 East at SR-6 and the railroad crossing is to be realigned to create perpendicular intersections, to be accomplished within the time frame determined by City's Engineering Department;

C. Petitioner is to enter into an agreement with Strawberry Electric Service District for City to assume service of electric power to the Olsen Well.

3.1.2 Municipal Utility Service.

3.1.2.1 **Installation and Design Criteria.** City provides the following utilities, which need to be brought to the Subject Area by Petitioner, at no cost to City, in order to develop the Subject Area: Electric Power, Culinary Water, Pressurized Irrigation Water, Sewer, Storm Drain, and Telecommunications. Petitioner shall design, build and dedicate to City adequate delivery systems for each of these utilities according to City specifications and standards including all distribution lines, conduit, street lights, valving, fire hydrants,

meters, and other required services to meet the needs for the Subject Area. Petitioner, its successors or assigns, shall construct an electric feeder line to the electric substation, along with any related improvements, if more than 100 amps of power are needed for a development project in the Subject Area. In the event that less than 100 amps of power are needed for a project, access to the power may be made on the south side of 2400 East and SR-6. The storm drainage is to be reviewed with approval of the first development on the Subject Area to determine any impact on the Oaks View development. Sewer capacity for future development may be limited, therefore, any proposed development must be reviewed with the Engineering Department and their recommendations followed for delivery of sewer services. Improvements shall be upsized at the direction of the City Engineer to meet future needs of City utilities. All facilities necessary to provide adequate utility services installed within the Subject Area, upon acceptance by City, shall be owned, operated, and maintained by City, provided that any warranty periods as established by City ordinance or Construction and Development Standards shall be the responsibility of Petitioner. Petitioner, or its successors or assigns, shall be responsible for such infrastructure until such time as City accepts the improvements. The provisions of this section 3.1.2.1 may be modified or waived by a subsequent development or similar agreement made in conjunction with an economic development area.

3.1.2.2 Easements. Petitioner shall grant to City, at no cost to City, all easements necessary for the operation, maintenance, placement and/or replacement of all municipal utilities, located within the Subject Area as City determines to be necessary.

3.1.2.3 Satisfaction of Water Rights Requirement. Petitioner hereby asserts that it has read and is familiar with Spanish Fork City Code §16.20.080 and hereby agrees that prior to either approval of a site plan for, or issuance of a building permit on, any parcel of property that is included in the Subject Area, the owner of the subject parcel shall either dedicate water rights to the City, or pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with the provisions of the City Code. City shall not be required to approve any site plan, or issue any building permit, until such requirements are fully satisfied.

3.2 City Obligations.

3.2.1 Utility Service. Upon the dedication and acceptance by the City of the utility infrastructure, satisfaction of the water rights requirements (as outlined in section 3.1.1.3), and payment of impact fees, connection fees, and any other applicable fees by Petitioner, the City shall provide all of the Subject Area served by such infrastructure with utility service at a level generally provided to other areas of the City.

3.2.2 Reimbursement. The cost of utility infrastructure improvements which benefit other properties may be reimbursed to the Petitioners (or their assignees) by means of a connector's agreement, as used and authorized by Spanish Fork City ordinances.

SECTION IV. ZONING

4.1 Zoning. Nothing herein shall be construed to limit the ability of the City Council from exercising its police powers to enact zoning ordinances, some of which may affect the Subject Area.

SECTION IV. GENERAL PROVISIONS

5.1 Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto.

5.2 Transfer of Property. The Petitioner shall have the right, with City's consent, to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Subject Area or any portion thereof, except as specifically set forth below. The City may not unreasonably withhold its consent to such assignment. Petitioner shall provide written notice of any proposed or completed assignment or transfer. Unless City objects in writing within thirty (30) days, City shall be deemed to

have approved of and consented to the assignment. In the event of an assignment, the transferee shall succeed to all of Petitioner's rights and obligations under this Agreement.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Subject Area is or will be a private development; (ii) City and Petitioner hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and Petitioner; and (iii) nothing contained herein shall be construed as creating any such relationship among City and Petitioner.

SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Exhibits and Headings.** All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions, but are not to be considered part of the contract provisions.

6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

6.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

6.6 **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by the Petitioners to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

6.7 **Governing Law, and Dispute Resolution, and Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 **Mediation.** Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of contract and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys fees and costs incurred in said action.

6.7.2 **Default.** If any Party hereto is required to engage the services of counsel by reason of the default of the other Party, the non-defaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit is filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.8 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:
SPANISH FORK CITY
Attn: City Manager
40 South Main
Spanish Fork, Utah 84660

If to Petitioner to:
SPANISH FORK ASSOCIATES
Attn: Perry Frandsen
P.O. Box 901832
Sandy, Utah 84090-1832

6.9 **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Legal description of the Subject Area

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same as of the ____ day of August, 2004.

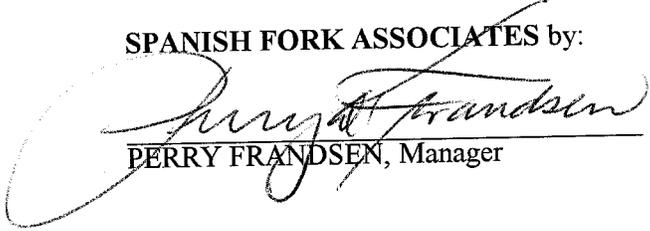
SPANISH FORK CITY by:

DALE R. BARNEY, Mayor

ATTEST:

Kent R. Clark, City Recorder

SPANISH FORK ASSOCIATES by:



PERRY FRANSEN, Manager

Spanish Fork

City Council Staff Report

To:	City Council	ID#	PRE	03-27
From:	Emil Pierson, City Planner	Zoning	R-1-12	
Date:	September 21, 2004	Property Size	4.661 ac	
Subject:	Hamilton Estates Preliminary Plat Subdivision	# Lots/Units	11	
Location:	1800 South 1400 East	Units/Acre	2.36	

Background

The applicant(s), Blair Hamilton, is requesting preliminary plat subdivision approval in order to develop a 11 lot single family subdivision. The property is shown in the General Plan as Residential 1-2.5 u/a and is currently zoned R-1-12. This development was counted as part the sewer capacity numbers and has been working through staff and their reviews.

Analysis

North of the property is the Elizabeth Heights Subdivision, to the East is Aspen Meadows subdivision, to the South is the Riverbottoms, and to the West is the Wapiti subdivision zoned R-1-12.

The project is not considered a master planned development and therefore must meet all requirements of the R-1-12 zone. See Title 17.20.020 E (Table 1)

Lot Sizes: The single family lots will exceed 12,000 square feet in size.



Lot Width: All lots will be wider than the required 100-feet at the setback line

Access: Access from a minor collector (1400 East) will connect with 1750 South. The developer will be required to construct the necessary curb and gutter on all of the roadways

Density: The General Plan designates this property as Residential 2.5-3.5 u/a and 1-2.5 u/a. The developer is proposing this subdivision at 2.36 u/a.

Development Review Committee

The DRC reviewed this request at their August 25th meeting and recommend the following:

Minutes from August 25, 2004

Mr. Pierson said the applicant, Blair Hamilton, is requesting an 11-lot straight-up subdivision. The lots overlook the River Bottoms.

Mr. Baker asked if a soil report is needed. Mr. Hamilton said a soil report was completed and turned submitted to the city. Mr. Nielson reviewed the location of the drain if needed.

Mr. Shorts said a soil report is necessary to determine if drains are needed on the property to drain water away from the houses. Laterals will be needed if the soil report indicates drains are necessary. Mr. Nielson said the improvements need to be completed. Mr. Banks requested a numbered address for the cul-de-sac rather than Hamilton Circle. Mr. Pierson said we need to make sure the Engineering Department sign's off on all the building permits. Mr. Heap said the Engineering Department will also need to approve the drain system if the system is needed.

Mr. Pierson made a **motion** to recommend approval of the Hamilton Estates Preliminary Plat subject to the following conditions:

1. Obtain and submit a soils report addressing ground water and drains, if not already done,
2. Receive a sign-off on all home designs from the Engineering Department,
3. Meet all of the requirements for the R-1-12 Zone,
4. Meet all of the Construction and Development Standards, including the America's With Disability Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading.

Mr. Nielson **seconded** and the motion **passed** with a unanimous vote.

Planning Commission

The Planning Commission discussed this request at their September 1st meeting. At the meeting they discussed the hillside and where the roadway could go in the future. They also talked about the hillside and possible issues surrounding the hillside. Also discussed was the three lots on 1400 East and their driveway access. The Planning Commission recommended approval subject to the listed conditions.

RECOMMENDATION

APPROVE

Make the motion to **APPROVE** the **Hamilton Estates Preliminary Subdivision located at 1800 South 1400 East** subject to the following condition(s):

1. Obtain and submit a soils report addressing ground water and drains, if not already done,
2. Receive a sign-off on all home designs from the Engineering Department,
3. Meet all of the requirements for the R-1-12 Zone,
4. Meet all of the Construction and Development Standards, including the America's With Disability Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading
5. Lots 9-11 on 1400 East be required to have side-entry garages and T-driveways

DENY

Make the motion to **DENY** the **Hamilton Estates Preliminary Subdivision located at 1800 South 1400 East** for the follow reason(s):

TABLE

Make the motion to **TABLE** the **Hamilton Estates Preliminary Subdivision located at 1800 South 1400 East** for the follow reason(s):
