



**Wednesday, August 2, 2023
Planning Commission**

Planning Commission Agenda

PUBLIC NOTICE is hereby given that the Planning Commission of Spanish Fork, Utah, will hold a meeting at the City Council Chambers at Library Hall, on the second floor, 80 South Main Street, Spanish Fork, Utah, with a work session commencing at 5:00 p.m., and Planning Commission Meeting commencing at 6:00 p.m. on August 2, 2023.
Planning Commissioners

**Todd Mitchell
John Mendenhall
Shauna Warnick
Joseph Earnest
Michelle Carroll
Michael Clayson**

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Planning Commission Meetings located at the City Council Chambers at Library Hall, 80 South Main Street, Spanish Fork. If you need special accommodation to participate in the meeting, please contact the Community Development Office at 801-804-4580.

1. 5:00pm WORK SESSION - No formal actions are taken in a work session.

2. 6:00 Agenda Items

3. Minutes

A. July 5, 2023

4. Development Agreement. (Public Hearing)

A. WASATCH PALLET DEVELOPMENT AGREEMENT. Proposed development agreement for an industrial site located at 698 West 1000 North.

5. Title 15 Amendment. (Public Hearing)

A. NOTICE OF PIONEERING INTENT. This proposal involves changes to Title 15 (15.4.04.080 and 15.4.16.020) regarding Pioneering Agreements.

6. Concept Review

A. THOMPSON THRIFT RESIDENTIAL - CANYON CREEK PARKWAY.

B. PETERSON CONCEPT.

7. Discussion

8. Adjourn

Draft Minutes
Spanish Fork City Planning Commission
40 South Main Street
Spanish Fork, Utah
July 5, 2023

Commission Members Present: Chairman Todd Mitchell, Commissioners John Mendenhall, Shauna Warnick, Joseph Earnest, Michelle Carroll, Mike Clayson.

Staff Members Present: Dave Anderson, Community Development Director; Brandon Snyder, Senior Planner; Mary Martin, Associate Planner; Junior Planner, Byron Haslam, Engineering; Ana Burgi, Assistant City Attorney; Jackson Dille, Planning Intern.

Citizens Present: Nathan Burston, Scott Barnes, Reed Warner, Jackie Larsen, Randy Smith, Janalee Banks.

WORK SESSION

Chairman Mitchell called the meeting to order at 6:04 p.m.

PRELIMINARY ACTIVITIES

Pledge of Allegiance

Commissioner Carroll led the pledge.

MINUTES

June 7, 2023

Commissioner Mendenhall moved to approve the minutes from June 7, 2023.

Commissioner Earnest seconded and the motion passed all in favor.

MINOR PLAT AMENDMENT and ZONE CHANGE (Public Hearing)

GREEN ACRES ESTATES PLAT F

Brandon Snyder provided an overview of the project, explaining that it involves three properties. The applicant's request is to realign the property lines to adhere to the current City standards.

Commissioner Earnest inquired about the consent of all the property owners involved in this change.

Brandon Snyder believes all property owners agree.

Commissioner Mendenhall sought clarification on whether this would impact the land use in any way.

Brandon Snyder responded that there would be no change in land use.

Commissioner Warnick emphasized that these modifications are intended to align the zoning with the current usage.

Commissioner Earnest questioned whether the existing lot lines were remnants of an older zoning regulation.

Brandon Snyder clarified that they were not.

Commissioner Warnick inquired about the potential impact on individuals' lives or any other effects resulting from this change.

Brandon Snyder assured that there would be no such impact.

Chairman Mitchell opened the public hearing at 6:09 pm.

Janalee Banks lives at the nearby property with the pie shaped wedge. She wanted to know if the use of the affected properties will change at all.

Commissioner Earnest said it changes the lot size you can build on.

Janalee Banks asked if the change will affect property values.

Brandon Snyder responded that his assumption was that neighboring property values would remain unaffected since the usage of the properties is not being altered.

Chairman Mitchell closed the public hearing at 6:12 pm.

Commissioner Earnest asked if these lots were originally approved as an R-1-9 MPD.

Brandon Snyder said they were not.

Commissioner Earnest **moved** to recommend the approval of the Green Acres Estates Plat F to the City Council based on the following findings and conditions:

Findings:

1. That the application conforms to the City's General Plan Designation.
2. That no additional lots are being created and the density will remain the same.

Conditions:

1. That the applicant meets the City's Zoning Requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That approval of the Minor Plat Amendment is subject to City Council approval of the Zone Change.

Commissioner Warnick **seconded** and the motion **passed** all in favor.

ANNEXATION

MINER-GOODWIN ANNEXATION

Brandon Snyder provided an overview of the site's location, highlighting that the proposed annexation would encompass approximately half of an existing County island. The area falls within the annexation and growth management boundaries, and it is recommended to be incorporated under Rural Residential zoning.

Commissioner Earnest inquired about any objections from property owners within the area regarding the proposed annexation.

Brandon Snyder responded that there are no objections from property owners within the annexation area.

Commissioner Warnick sought clarification on whether the Johnson Subdivision is included in this area.

Brandon Snyder clarified that the Johnson Subdivision is not part of this area; rather, it is situated just south of it.

Commissioner Earnest moved to recommend the approval of the Miner-Goodwin to the City Council based on the following findings and conditions:

Findings:

1. That the subject property is located within the City's Annexation Policy Boundary.
2. That the subject property is located within the City's Growth Management Boundary.
3. That the General Plan Land Use Designation is Estate Density Residential.
4. That the proposed Rural Residential Zone is appropriate for the subject properties.
5. That Rural Residential zoning be assigned at the Key Issues time of annexation.

Commissioner Clayson seconded and the motion passed all in favor.

ZONE CHANGE (Public Hearing)

WARNER FLOWER FARM

Brandon Snyder provided a comprehensive explanation regarding the location and ownership of the property. The applicant's intention is to establish a wholesale nursery, which necessitates a zone change to Rural Residential zoning to allow it as a permitted use.

Commissioner Earnest inquired about the compatibility between Rural Residential (RR) and R-1-9 zoning.

Brandon Snyder expressed his belief that, considering the development history, RR and R-1-9 zoning are compatible.

Chairman Mitchell raised concerns about the possibility of future property owners introducing uses that are incompatible with the surrounding area.

In response, Brandon Snyder displayed a list of permitted uses to demonstrate the range of activities that could be carried out. While RR zoning allows for more animal-related rights, it is contingent on the acreage of the property.

Commissioner Earnest asked about the compatibility of RR zoning with a medium density general plan designation.

Brandon Snyder acknowledged the question and explained that while RR zoning is not inherently in line with the designation, the proposed use would align with the envisioned development for the area.

A discussion ensued regarding potential uses within the RR zone that could be incompatible with the R-1-9 zone.

Commissioner Mendenhall inquired about potential traffic generation resulting from retail use.

Brandon Snyder clarified that only wholesale use is permitted, not retail use.

The applicant, Reed Warner, addressed the Commission to explain the details of the proposal. He sells the flowers through a collective and the space would be utilized for growing purposes, with no involvement of large trucks or machinery.

Chairman Mitchell asked whether the proposal would involve open fields or greenhouses.

Reed Warner stated that they have requested a hoop house and emphasized that he has already spoken with all the neighbors, who are excited about transforming the vacant lot into a beneficial use.

Commissioner Mendenhall asked if the operation would be seasonal.

Reed Warner confirmed that the hoop house would extend the growing season.

Chairman Mitchell inquired about deliveries and traffic volume in the area.

Reed Warner explained that he would personally handle some deliveries, and some traffic would be directed to his house. He provided an overview of the site layout.

Commissioner Earnest asked about the height of the hoop house.

Reed Warner specified that it would be 15 feet tall.

Commissioner Mendenhall inquired about the Catholic Church's stance on the proposed development.

Reed Warner described the close coordination he has had with the Catholic Church, noting a 5-year lease agreement and their support for the plan. He mentioned that florists only visit the location once a week for traffic purposes.

Dave Anderson, from the staff, elaborated on their position regarding the flower farm. Concerns about traffic flow have been mitigated due to the low volume associated with the farm. While staff recognizes the possibility of adverse uses in the future with RR zoning, they believe this proposal will greatly benefit the residents.

Commissioner Mendenhall mentioned that this is the largest undeveloped land in the area and raised concerns about potential impacts on neighbors, such as smells or hours of operation.

Dave Anderson assured that there are several protections in place. Regulations on nuisances exist, and neighbors can pursue civil action if they feel adversely impacted.

Commissioner Earnest asked if the property is too small for an agricultural protection area.

Dave Anderson confirmed that it is indeed too small.

Commissioner Warnick expressed her support for the proposal while acknowledging the concerns raised by other Commissioners.

Chairman Mitchell opened the public hearing at 6:39 pm.

Scott Barnes, who resides nearby, expressed that in the past, people had horses in the vicinity without any negative consequences. He further mentioned that he lives adjacent to the individuals who will be operating the proposed venture and commended their gardening skills. Barnes eagerly anticipates witnessing the positive transformation of the area.

Nathan Burston, who shares a property line with the development, described the vacant lot as a current nuisance and a safety concern. He strongly believes that this proposal will bring about a much-needed and beneficial change.

Chairman Mitchell closed the public hearing at 6:43 pm.

Commissioner Carroll said there are enough safeguards in place that they do not need to worry about any adverse uses.

Commissioner Earnest noted that an additional safeguard is the specific use stipulated in the lease agreement for this particular property.

Commissioner Warnick **moved** to recommend the approval of the Warner Flower Farm to the City Council based on the following findings and conditions:

Findings:

1. That the proposed use is appropriate for the site.

Conditions:

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.

Commissioner Earnest **seconded** and the motion **passed** all in favor.

PRELIMINARY PLAT RE-APPROVAL

JOHNSON SUBDIVISION

Brandon Snyder provided an overview of the project, which involves the development of 53 lots. To accommodate variation in lot sizes, a master planned development approach will be implemented. Snyder proceeded to explain the phasing and layout of the lots.

Commissioner Mendenhall inquired about the ownership of the property along the railroad.

Brandon Snyder confirmed that the applicant owns that portion of the property.

Chairman Mitchell sought clarification regarding any proposed changes to the lots.

Randy Smith, representing Fieldstone Homes, the applicant, stated that they are prepared to proceed with Phase 1, which already has an approved Final Plat. Any additional lots or changes in lot size would be incorporated into Phase 2.

Commissioner Earnest asked if the proposed changes align with the requirements of the master planned development and R-1-15 zoning.

Brandon Snyder affirmed that they are indeed consistent.

Commissioner Warnick inquired about a tag on the property.

Brandon Snyder provided an explanation regarding the layout and positioning of the tag on the site.

Commissioner Mendenhall **moved** to approve the Johnson Subdivision based on the following findings and conditions:

Findings:

1. That the application conforms to the City's General Plan Designation and Zoning Map.

Conditions:

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That additional research be done on the eastern parcel adjacent to the project to determine if it is buildable and if it can be brought into the development.

4. That the City study with the applicant, the cell tower located on lot 6, and investigate whether it would be mutually beneficial, that the cell tower property be dedicated to the City and be part of the plat.

Commissioner Carroll **seconded** and the motion **passed** all in favor.

DISCUSSION

Chairman Mitchell initiated a discussion regarding the possibility of conducting a field trip to observe best practices in other cities.

Commissioner Mendenhall emphasized the importance of establishing a comprehensive parking ordinance with strong standards that can serve as a benchmark. He suggested studying areas with similar transportation modes for guidance.

Commissioner Warnick cited an example of a development in Springville that incorporates covered parking.

Chairman Mitchell expressed the value of visualizing successful practices from other cities.

Commissioner Warnick agreed, emphasizing the need to examine other approaches in order to present a robust parking proposal to the City Council.

A discussion followed, focusing on parking in high-density developments and the City's experiences with current standards and ongoing studies.

The decision was made for the Planning Commission to embark on an excursion in August to explore local best practices.

Commissioner Warnick expressed a desire for a presentation on affordable housing.

Further discussion ensued regarding the State's efforts to support affordable housing initiatives.

Chairman Mitchell inquired about the future Frontrunner line.

Dave Anderson encouraged the Commissioners to continue learning about the Environmental Assessment for the area.

Commissioner Carroll reminded the Commission about the upcoming Utah League of Cities and Towns conference and encouraged attendance.

Dave Anderson also reminded the Commission about the upcoming APA conference.

Commissioner Mendenhall moved to adjourn the meeting at 7:25 p.m.

Commissioner Warnick seconded the motion and it passed all in favor.

Adopted:

Jackson Dille
Planning Intern

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:

Spanish Fork City Attorney
789 W. Center Street
Spanish Fork, Utah 84660

Affecting Parcel No. 55:996:0001

WASATCH PALLET DEVELOPMENT AGREEMENT

THIS SPANISH SPRINGS SUBDIVISION PHASING AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2023 by and between Wasatch Pallet Utah, LLC, a Utah limited liability company ("Developer"), and Spanish Fork City ("City").

RECITALS

WHEREAS THW PROPERTIES, LLC, a Utah limited liability company ("Owner"), owns approximately 22.253 acres of real property located at approximately 698 West 1000 North in Spanish Fork, described as Lot 1 of the Wasatch Pallet Subdivision ("Property"), upon a portion of which Developer desires to construct an industrial manufacturing project known as Wasatch Pallet ("Project");

WHEREAS Developer through its contractor applied and received approval of a site plan known as the Wasatch Pallet site plan;

WHEREAS the Project Site is zoned Medium Industrial (I-2);

WHEREAS Wasatch Pallet's operations have been previously located at 521 South 1550 West in Spanish Fork ("Old Site"), but Developer intends to move the business operations to the new Project;

WHEREAS a major impetus for the relocation of the Wasatch Pallet business operations is to allow the Utah Department of Transportation to construct a new interchange on Interstate 15 at Center Street, which would require elimination of the rail spur that serves the Old Site;

WHEREAS the Parties intend to enter into this Agreement to govern the development of Project in compliance with the City's General Comprehensive Plan, applicable zoning ordinances, Development Standards of City, and this Agreement;

WHEREAS except as provided herein, approval of this Agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances.

WHEREAS Developer expressly acknowledges that nothing in this agreement shall be deemed to 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; and

WHEREAS, pursuant to Utah Code Ann. §§ 10-9a-102(2) and 10-9a-532, City has authority and discretion to enter into development agreements regarding the timing and sequencing of infrastructure improvements.

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 Land Use Ordinance (Spanish Fork Municipal Code, Title 15).

- 1.1 City means Spanish Fork City.
- 1.2 Developer means Wasatch Pallet Utah, LLC its successors or assigns.
- 1.3 Development Standards means those Design and Development Standards set forth in Title 15 of the Spanish Fork Municipal Code and the Construction Standards found in Spanish Fork Policies § 4.39, each as in effect on the date of this Agreement.
- 1.4 Party means each, individually, Developer and City.
- 1.5 Parties means collectively Developer and City.
- 1.6 Project means the site plan previously approved by the City, File # 21-001225 and as modified by this Agreement, together being incorporated herein by this reference.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

- 2.1 General Rights and Responsibilities of Developer

2.1.1 Applicable Standards. The City's Development Standards are the applicable standards, as modified by this Agreement. In the event an application or plat expires, the version of the City's Development Standards existing at the time of re-application shall apply.

2.1.2 Site Plan. Developer shall provide the infrastructure, site, and landscaping improvements shown in the Site Plan and Landscaping Plan, as amended in the attached Exhibit A, and incorporated herein by this reference.

2.1.2.1 Bond. Before any certificate of occupancy may be issued, Developer shall either post with the City an acceptable improvement completion assurance or complete the construction of any public infrastructure and public landscaping improvements.

2.1.2.2 Landscaping Plan. Developer shall complete the site and landscaping improvements as shown on the plan attached as Exhibit A. Such shall be the applicable landscaping plan for the Project. The number and location of parking lot islands, with accompanying trees, shall be as shown on the plan

2.1.3 Precast Wall. Developer shall install a precast concrete wall in locations required by the City. Such wall shall be stained according to the City's Development Standards on the top and the exterior face of the wall. The interior face of the wall need not be stained.

2.2 General Rights and Responsibilities of City

2.2.1 Agreement Exercise of Legislative Power. As provided in Utah Code Ann. 10-9a-532(2)(a)(iii), this Agreement allows for the use or development of the Project that applicable land use regulations would otherwise prohibit because this Agreement involves the careful consideration of legislative, broad, and competing policy considerations and is a generally applicable decision regarding the development of the Project. As such, this Agreement, as an exercise of the City's legislative power, has been approved by the same process as other land use regulations.

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

2.2.2 Compliance with City Requirements and Standards. Developer expressly acknowledges that, except as modified by this Agreement, nothing shall be deemed to relieve Developer from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans. Notwithstanding the foregoing, in the event of a conflict between the terms of this Agreement and any then applicable requirements of City, this Agreement shall control.

2.3 Recording. City or Developer may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder. Owner hereby consents to recording of this Agreement against the Property.

SECTION III. GENERAL PROVISIONS

3.1 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 Project Area. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title.

3.2 Transfer of Property. Developer shall have the right 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 Project or any portion thereof. Developer shall provide written notice of any proposed or completed assignment or transfer, but in no event shall the failure to provide such written notice affect the validity of such assignment or transfer, except to the extent City has acted to its detriment without knowledge of any such assignment and such assignment is the proximate cause of such detriment. In the event of an assignment, the transferee shall succeed to the portion of the rights and obligations so transferred or assigned.

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

SECTION IV. MISCELLANEOUS

4.1 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.

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

4.3 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 if the intent of the Parties can be carried out by so doing.

4.4 Construction. This Agreement has been reviewed 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.

4.5 Further Assurances, Documents, and Acts. Each of the Parties agrees to cooperate in good faith with the others, 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.

4.6 Assignment. Except as otherwise provided for in Section 3.2 herein, the benefits of the Agreement may not be assigned to any other party, individual, or entity without assigning the obligations under this Agreement. The rights and obligations of City under this Agreement shall not be assigned.

4.7 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.

4.7.1 Mediation; Certain Remedies. 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 land use 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.

4.7.2 Attorneys Fees. If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to recover 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.

4.8 Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally, by certified mail, return receipt requested, or by email. 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. If by email, a notice is given when sent, provided that notice via another authorized means of notice is sent promptly after such email is sent. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties 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:

Spanish Fork City
Attn: City Manager
40 S. Main St.
Spanish Fork, Utah 84660
Email: sperrins@spanishfork.org

Tom Worthen
Wasatch Pallet Utah, LLC
1331 East 1820 South
PO BOX 907
Spanish Fork, UT 84660
Email: tom@wasatchpallet.com

Exhibit A Site Plan and Landscaping Plan

SPANISH FORK CITY by:

Attest:

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

Notary Public

WASATCH PALLET UTAH, LLC
a Utah limited liability company

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

Notary Public

EXHIBIT A

SITE AND LANDSCAPING PLAN

6/29/2023 12:08:59 PM Z:\Drawings 2021\2021-011 Wasatch Pallet\PHILLIP\Wasatch Pallet Landscape FINAL .rvt

LEGEND

94,350 SQ. FT.	8" ROAD BASE
20,400 SQ. FT.	8" CONCRETE 6" ROAD BASE
36,950 SQ. FT.	3" ASPHALT, 6" ROAD BASE, 10" SUB BASE
406,260 SQ. FT.	6" ASPHALT, 6" ROAD BASE, 10" SUB-BASE
15,500 SQ. FT.	SIDEWALK
9,510 SQ. FT.	CURB & GUTTER
330 LINEAR SQ. FT.	CHAIN LINK FENCE
2,415 LINEAR SQ. FT.	CONCRETE FENCE

LANDSCAPED AREAS:

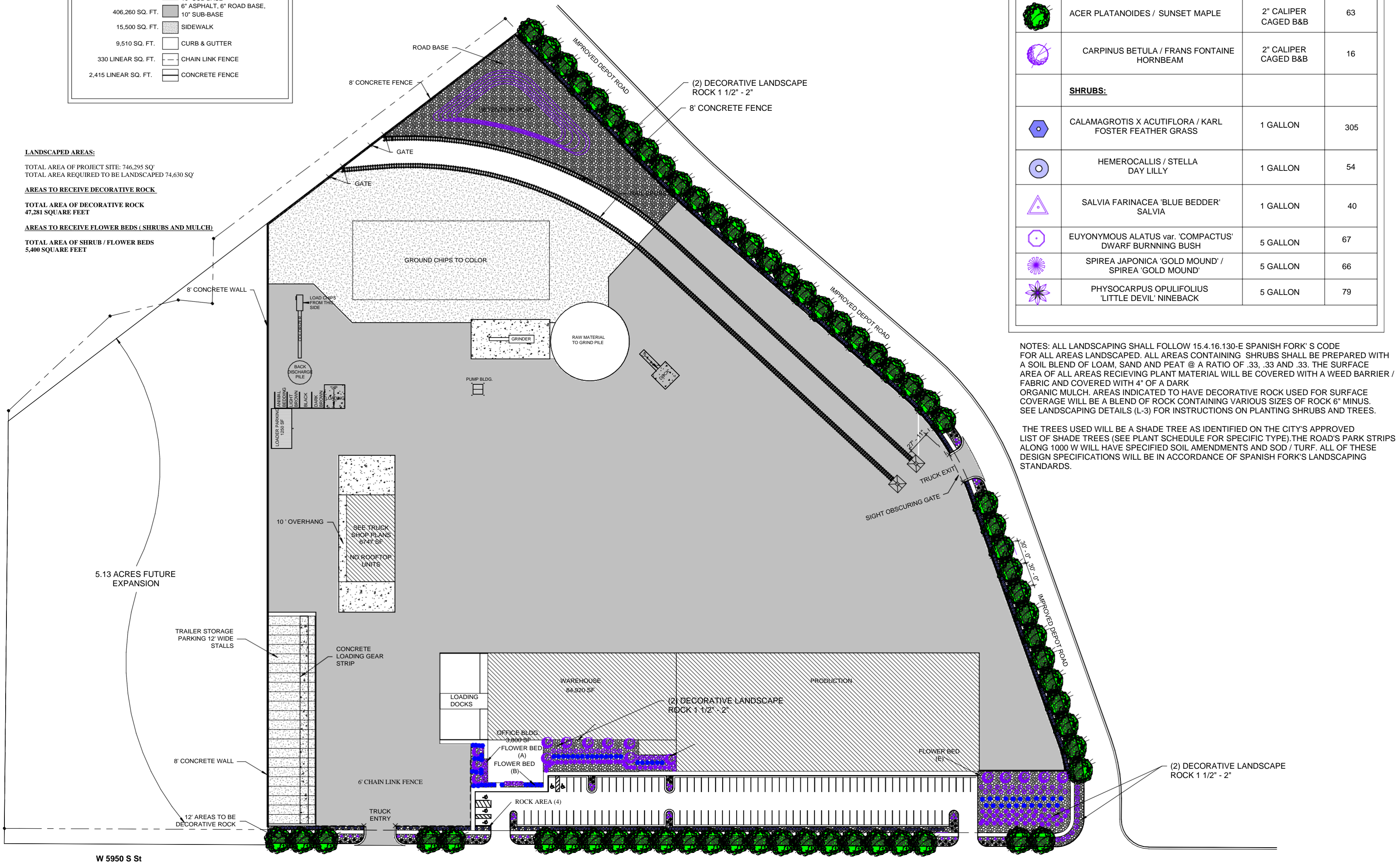
TOTAL AREA OF PROJECT SITE: 746,295 SQ'
TOTAL AREA REQUIRED TO BE LANDSCAPED 74,630 SQ'

AREAS TO RECEIVE DECORATIVE ROCK

TOTAL AREA OF DECORATIVE ROCK
47,281 SQUARE FEET

AREAS TO RECEIVE FLOWER BEDS (SHRUBS AND MULCH)

TOTAL AREA OF SHRUB / FLOWER BEDS
5,400 SQUARE FEET

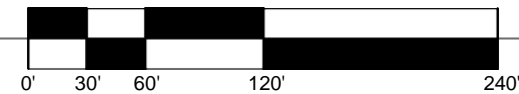


PLANT SCHEDULE

TREES:			
SYMBOL	LATIN OR BOTANICAL / COMON NAME	SIZE / CONTAINER	QUANTITY
	ACER PLATANOIDES / SUNSET MAPLE	2" CALIPER CAGED B&B	63
	CARPINUS BETULA / FRANS FONTAINE HORNBEAM	2" CALIPER CAGED B&B	16
SHRUBS:			
	CALAMAGROTIS X ACUTIFLORA / KARL FOSTER FEATHER GRASS	1 GALLON	305
	HEMEROCALLIS / STELLA DAY LILLY	1 GALLON	54
	SALVIA FARINACEA 'BLUE BEDDER' SALVIA	1 GALLON	40
	EUYONYMOUS ALATUS var. 'COMPACTUS' DWARF BURNING BUSH	5 GALLON	67
	SPIREA JAPONICA 'GOLD MOUND' / SPIREA 'GOLD MOUND'	5 GALLON	66
	PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL' NINEBACK	5 GALLON	79

NOTES: ALL LANDSCAPING SHALL FOLLOW 15.4.16.130-E SPANISH FORK' S CODE FOR ALL AREAS LANDSCAPED. ALL AREAS CONTAINING SHRUBS SHALL BE PREPARED WITH A SOIL BLEND OF LOAM, SAND AND PEAT @ A RATIO OF .33, .33 AND .33. THE SURFACE AREA OF ALL AREAS RECIEVING PLANT MATERIAL WILL BE COVERED WITH A WEED BARRIER / FABRIC AND COVERED WITH 4" OF A DARK ORGANIC MULCH. AREAS INDICATED TO HAVE DECORATIVE ROCK USED FOR SURFACE COVERAGE WILL BE A BLEND OF ROCK CONTAINING VARIOUS SIZES OF ROCK 6" MINUS. SEE LANDSCAPING DETAILS (L-3) FOR INSTRUCTIONS ON PLANTING SHRUBS AND TREES.

THE TREES USED WILL BE A SHADE TREE AS IDENTIFIED ON THE CITY'S APPROVED LIST OF SHADE TREES (SEE PLANT SCHEDULE FOR SPECIFIC TYPE).THE ROAD'S PARK STRIPS ALONG 1000 W WILL HAVE SPECIFIED SOIL AMENDMENTS AND SOD / TURF. ALL OF THESE DESIGN SPECIFICATIONS WILL BE IN ACCORDANCE OF SPANISH FORK'S LANDSCAPING STANDARDS.



REVISIONS
DATE

ARCHITECTURAL COALITION

1991 South State Road Springville, UT 84663 PH: 801-491-0275

LICENSED ARCHITECT
NO. 123134
GUILFORD A. RAND
06/29/2023
STATE OF UTAH

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Architctural Coalition
THE PURCHASER IS GRANTED
A SINGLE USE LICENSE FOR
CONSTRUCTION ONLY.
UNAUTHORIZED USE AND/OR
FURTHER DISTRIBUTION IS
PROHIBITED WITHOUT
WRITTEN APPROVAL OF THE
ARCHITECTURAL COALITION

WASATCH PALLET
TOM WORTHEN
698 W 1000 N, SPANISH FORK

SHEET NO.
L-1.0

DATE
06/29/2023

RESOLUTION No. ____

ROLL CALL

VOTING	YES	NO	ABSENT	ABSTAIN
MIKE MENDENHALL <i>Mayor (votes only in case of tie)</i>				
CHAD ARGYLE <i>Councilmember</i>				
STACY BECK <i>Councilmember</i>				
JESSE CARDON <i>Councilmember</i>				
SHANE MARSHALL <i>Councilmember</i>				
KEVIN OYLER <i>Councilmember</i>				

I MOVE this resolution be adopted:

I SECOND the foregoing motion:

RESOLUTION No. ____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
PIONEERING AGREEMENTS AND REIMBURSEMENT AGREEMENTS

WHEREAS from time-to-time Spanish Fork City ("City") needs to enter into pioneering agreements, pursuant to SFMC §§ 15.4.04.080 and 15.4.16.020;

WHEREAS these pioneering agreements are requested by the developer because they have constructed public improvements and have incurred expenses above and beyond those reasonably necessary for the development;

WHEREAS owners or developers might know early in the development process that they intend to request a pioneering agreement at the conclusion

of the development process;

WHEREAS, pursuant to SFMC § 15.4.12.070, the City often needs to enter into reimbursement agreements with individuals who have constructed system improvements to the City's infrastructure that is growth-related that does not have a local connection;

WHEREAS these pioneering agreements and reimbursement agreements are frequent and routine;

WHEREAS the City Council recognizes that authorizing the Public Works Director to sign Notices of Pioneering Intent, and together with the City Manager, to execute pioneering agreements and reimbursement agreements, is both practical and efficient;

NOW, THEREFORE, be it resolved by the Spanish Fork City Council as follows.

1. **Authority.** If an owner or developer plans to apply for a pioneering agreement at the conclusion of a project, the Public Works Director is authorized to sign a Notice of Pioneering Intent once the Notice of Pioneering Intent Application is completed, the fees are paid, and the bond for developer pioneering infrastructure is posted or the city pioneering infrastructure is budgeted. The Notice of Pioneering Intent fee shall be \$100 or as updated by resolution or in the annual budget. Application and fees are not required for City pioneering infrastructure.

Once the requirements for a Notice of Pioneering Intent are met the

Public Works Director shall sign and cause Notices of Pioneering Intent to be recorded at the Utah County Recorder's office. The Public Works Director is authorized to sign and record at the Utah County Recorder's office a Withdrawal of Notice of Pioneering Intent if the bond for the improvements is withdrawn, a Notice of Development Obligations is recorded, or the development obligations are met.

The City Manager and the Public Works Director are the authorized agents of the City to execute Pioneering Agreements and Impact Fee Reimbursement Agreements once the Pioneering Agreement or Impact Fee Reimbursement Agreement Application is completed, the fees are paid, and the bond for the pioneering or impact fee infrastructure is posted. Fees shall be updated by resolution or in the annual budget.

Once a Pioneering Agreement is signed, the Public Works Director shall cause Notices of Development Obligations to be recorded at the Utah County Recorder's office. The Public Works Director is authorized to sign Notices of Development Obligations. Once development obligations are met, the Public Works Director may sign and record a Withdrawal of Development Obligations.

2. **Repealer.** Resolution 22-10 and any other resolutions inconsistent with this resolution are hereby repealed to the extent they are inconsistent.
3. **Effective Date.** This Resolution is effective immediately upon passage.

DATED: _____, 2023.

MIKE MENDENHALL, Mayor

Attest:

TARA SILVER, City Recorder

ORDINANCE No. ____

ROLL CALL

VOTING	YES	NO	ABSENT	ABSTAIN
MIKE MENDENHALL <i>Mayor (votes only in case of tie)</i>				
CHAD ARGYLE <i>Councilmember</i>				
STACY BECK <i>Councilmember</i>				
JESSE CARDON <i>Councilmember</i>				
SHANE MARSHALL <i>Councilmember</i>				
KEVIN OYLER <i>Councilmember</i>				

I MOVE this ordinance be adopted: Councilmember _____

I SECOND the foregoing motion: Councilmember _____

ORDINANCE No. ____-23

AN ORDINANCE AMENDING SECTIONS 15.4.16.020 AND 15.4.04.080 OF THE SPANISH FORK MUNICIPAL CODE PERTAINING TO THE NOTICES OF PIONEERING INTENT

WHEREAS Sections 15.4.16.020 AND 15.4.04.080 of the Spanish Fork Municipal Code provide an avenue for those who have installed infrastructure that will benefit other properties to be reimbursed for a portion of those expenses through pioneering agreements;

WHEREAS it is important to notify future purchasers, developers, and property owners of the potential existence of pioneering agreements;

WHEREAS the City Council desires to amend Sections 15.4.16.020 and 15.4.04.080 of the Spanish Fork Municipal Code to require Notices of Pioneering Intent;

WHEREAS a public hearing was held before the Planning Commission on ____, 2023, whereat public comment was received; and

WHEREAS a public hearing was held before the Spanish Fork City Council on ____, 2023, whereat additional public comment was received;

NOW THEREFORE, be it enacted and ordained by the Spanish Fork City Council as follows:

Section 1. Amend Sections 15.4.16.020 and 15.4.04.080 of the Spanish Fork Municipal Code. Sections 15.4.16.020 and 15.4.04.080 of the Spanish Fork Municipal Code, pertaining to pioneering agreements are hereby amended as set forth in the attached exhibit. Only the sections of the Code listed herein are amended. All other sections of the Code shall remain unchanged.

Section 2. Effective Date. This Ordinance shall take effect upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH: _____, 2023.

MIKE MENDENHALL, Mayor

Attest:

TARA SILVER, City Recorder

EXHIBIT

SECTIONS 15.4.16.020 AND 15.4.04.080
SPANISH FORK MUNICIPAL CODE

15.4.16.020 Unavailability Of Adequate Public Facilities

- A. In the event that the City Engineer determines that adequate public facilities are not available and will not be available by the time of approval, so as to assure that adequate public services are available at the time of occupancy, the following alternatives may be elected, at the discretion of the City Council:
1. Allowing the developer to voluntarily construct those public facilities which are necessary to service the proposed development and provide adequate facilities as determined by the City Engineer and by entering into an appropriate form of pioneering, or developers agreement, which may include, as deemed appropriate by the City Engineer, provisions for recoupment of any expenses incurred above and beyond those reasonably necessary for or related to the need created by or the benefit conferred upon the proposed development, and the method and conditions upon which recoupment is to be obtained. Any pioneering agreement authorized by this paragraph must be requested within 120 days of the completion and acceptance by the City of the improvements. The City Public Works Director may extend the deadline for up to one additional term upon good cause show.
 2. Requiring the timing, sequencing, and phasing of the proposed development consistent with the availability of adequate public facilities.
 3. Deferring approval and the issuance of building permits until all necessary public facilities are adequate and available.
 4. Denying approval and allowing the applicant to reapply when adequate public facilities are available.
- B. In the event the City installs infrastructure improvements which ~~benefits~~benefit specific properties, it may also recover reimbursement on a pro-rata basis from the benefitted properties when they develop, on the same basis as a developer would recover reimbursement with a pioneering agreement as set forth in paragraph A. A notice of pioneering intent may be recorded once the improvements are budgeted.
- C. If an owner or developer plans to apply for a pioneering agreement at the conclusion of a project, the owner or developer shall submit a Notice of Pioneering Intent Application, pay the applicable fees, and post a bond for the pioneering infrastructure. The Public Works Director shall record a Notice of Pioneering Intent against the properties that will be benefitted by the pioneering infrastructure. The notice is not a lien on the property.
- ~~C.D.~~ When a pioneering agreement is granted, or the City installs infrastructure for which it will be reimbursed, the City willPublic Works Director shall record a noticeNotice of Development Obligations against the benefitted properties so that a future owner/developer will be on notice of development costs associated with that parcel. The notice is not a lien on the property. The City Engineer is ~~designated~~not obligated to sign, on behalf of the City, the collect money for pioneering work if a Notice of Pioneering Intent or Notice of Development Obligations is not recorded or statutes or case law preclude the charging for the pioneering work.
- E. Any Notice of Pioneering Intent shall be removed with the filing of a Notice of Development Obligation.

15.4.04.080 Approval Or Disapproval – Procedure

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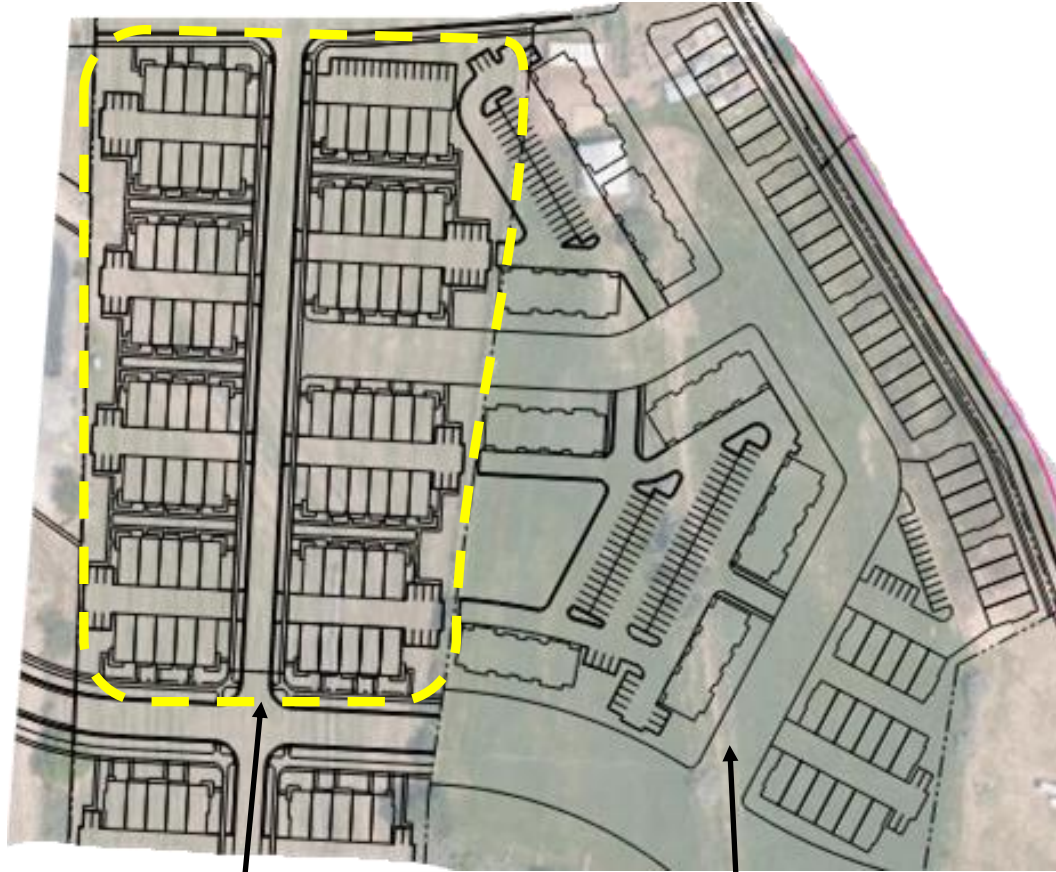
D. The adequacy of public facilities shall be determined in accordance with the Spanish Fork City development standards, the various master plans and the comprehensive general plan of the City, and at the discretion of the City Engineer. In the event that the City Engineer determines that adequate public facilities are not available and will not be available by the time of final plat approval, so as to assure that adequate public services are available at the time of occupancy, the following alternatives may be elected, at the discretion of the City Council:

1. Allowing the developer to voluntarily construct those public facilities which are necessary to service the proposed development and provide adequate facilities as determined by the City Engineer and by entering into an appropriate form of pioneering or development agreement, which may include, as deemed appropriate by the City Engineer, provisions for recoupment of any expenses incurred above and beyond those reasonably necessary for or related to the need created by or the benefit conferred upon the proposed development, and the method and conditions upon which recoupment is to be obtained. If an owner or developer plans to apply for a pioneering agreement at the conclusion of a project, the owner or developer shall submit a Notice of Pioneering Intent Application, pay the applicable fees, and post a bond for the pioneering infrastructure. Any pioneering agreement authorized by this paragraph must be requested within 120 days of the completion and acceptance by City of the improvements. The City Public Works Director may extend the deadline for up to an additional term upon good cause show. A request for a pioneering agreement shall be made on forms provided by the City. An application fee in an amount to cover the City's expenses in preparing the pioneering agreement shall be included. The amount of the fee shall be established by the City Council in the annual budget or by resolution. Upon execution of a pioneering agreement a Notice of Development Obligations, giving notice of the existence of the pioneering agreement, shall be recorded against the properties that are benefitted by the pioneering infrastructure. The Public Works Director is authorized to sign Notices of Pioneering Intent and Notices of Development Obligations and record them against the properties to be benefitted by the pioneering infrastructure.
2. Requiring the timing, sequencing, and phasing of the proposed development consistent with the availability of adequate public facilities.
3. Deferring Final Plat approval and the issuance of building permits until all necessary public facilities are adequate and available.
4. Denying plat approval and allowing the applicant to reapply when adequate public facilities are available.

...

River Run 2.0





Approved River Run
Preliminary Plat

Conceptual Layout for
Peterson Property



Combined River Run
and Peterson Concept

River Run 2.0

R3 Zone: 12.0 u/a
Proposed: 11.5 u/a

Parking Req'd: 528 stalls
Parking Provided: 552 stalls

- No “barrack style” rows
- Enhanced pedestrian network
- Distribution of amenities
- Transition of land uses





