

5:30 P.M. - WORK MEETING - MULTI-PURPOSE ROOM

CALL TO ORDER

COUNCIL BUSINESS

1. Calendar
 - Mar 10 - Daylight Savings (Spring Ahead One-Hour)
 - Mar 12 - Work Study Meeting 5:30 p.m.
 - Mar 19 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

2. **REVIEW OF THE 7:00 P.M. REGULAR MEETING AGENDA ITEMS**
 - a) Invocation - Councilmember Smith
 - b) Pledge of Allegiance - Councilmember Snelson
 - c) Consent Agenda
 1. Approval of the minutes for the February 06, 2024 work meeting and regular meeting and the February 20, 2024 work meeting and regular meeting.

3. **WORK MEETING DISCUSSIONS/PRESENTATIONS**
 - a) Discussion regarding a boundary line adjustment with Spanish Fork at approximately 1150 West 2600 South, Springville - Josh Yost, Community Development Director
 - b) Discussion regarding crosswalks near the Springville Junior High - Brad Stapley, Public Works Director
 - c) Legislative Update -Troy Fitzgerald, City Administrator

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

ADJOURNMENT

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.



Amended February 29, 2024, at 4:41 p.m.
Early start time of 6:30 p.m.

6:30 P.M. REGULAR COUNCIL MEETING - CITY COUNCIL ROOM

- CALL TO ORDER
- INVOCATION
- PLEDGE
- APPROVAL OF THE MEETING'S AGENDA
- MAYOR'S COMMENTS

PUBLIC COMMENT - Audience members may bring any item, not on the agenda to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the discretion of the mayor. State Law prohibits the Council from acting on items that do not appear on the agenda.

CONSENT AGENDA - The Consent Agenda consists of items previously discussed or that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The agenda provides an opportunity for public comment. If after the public comment, the Council removes an item from the consent agenda for discussion, the item will keep its agenda number and will be added to the regular agenda for discussion unless placed otherwise by the Council.

1. Approval of the minutes for the February 06, 2024 work meeting and regular meeting and the February 20, 2024 work meeting and regular meeting.

REGULAR AGENDA

2. Consideration of a Resolution for property acquisition of approximately 5.84 acres by Springville City for Parcel #23:033:0053 and Parcel #23:022:0018 located in the area of 700 North and 425 West, Springville, Utah - Brad Stapley, Public Works Director
3. Consideration of an Ordinance amending the Westfields Central New Neighborhood Plan to clarify setback requirements and architectural standards - Josh Yost, Community Development Director
4. Consideration of an Ordinance amending the Official Zone Map to apply the Neighborhood Commercial (NC) Zone to the entirety of parcel 23:031:0089, consisting of 2.04 acres and located at approximately 301 South 950 West, Springville - Josh Yost, Community Development Director

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

ADJOURNMENT - CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE - POSTED 02-16-2024
 In compliance with the Americans with Disabilities Act, the city will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.
 Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings.
 s/s - Kim Crane, MMC, City Recorder





MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, FEBRUARY 06, 2024 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Matt Packard

Elected Officials in Attendance: Craig Jensen
Logan Millsap
Jake Smith Excused
Mike Snelson
Mindi Wright

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Community Development Director Josh Yost, Director of Administrative Services Patrick Monney, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Public Works Director Brad Stapley, Police Lieutenant Warren Foster, Power Generation Superintendent Mike Pool, and Planner Carla Wiese.

CALL TO ORDER - Mayor Packard welcomed everyone and called the Work/Study meeting to order at 5:34 p.m.

COUNCIL BUSINESS

1. Calendar

- Feb 13 - Work Study Meeting 5:30 p.m.
- Feb 19 - President’s Day Observed (Civic Center Closed - Monday)
- Feb 20 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

2. **DISCUSSION ON THIS EVENING’S REGULAR MEETING AGENDA ITEMS**

- a) Invocation - Councilmember Wright
- b) Pledge of Allegiance - Councilmember Smith
- c) Consent Agenda
 1. Approval of the minutes for the January 16, 2024 work meeting and regular meeting
 2. Approval of the Mayor’s appointment of Jeremy Fowler to the Landmark Commission effective April 1, 2024

Mayor Packard asked if there was any discussion on the consent agenda. There was none.

3. DISCUSSIONS/PRESENTATIONS

a) Presentation from Mason Baker and Jackie Coombs with UAMPS

Mayor Packard introduced Mason Baker, CEO of the Utah Association of Municipal Power Supply (UAMPS), and Jackie Coombs, also with UAMPS. Mason expressed gratitude for the city tour preceding the meeting and stated that UAMPS aims to visit all its members in the near future. He proceeded to give an overview of UAMPS and its ongoing projects and resources. Mason highlighted that the Springville portfolio no longer includes a coal plant, mentioning that the San Juan plant ceased operations last year and is presently undergoing decommissioning.

Councilmember Snelson inquired about the growth of solar energy and its potential impact on eliminating coal or other energy sources. Mason responded that solar energy growth is likely to affect other energy purchases and could potentially reduce reliance on coal and long-term hydro sources.

Councilmember Jensen raised a question regarding the Colorado River Storage Project (CRSP). Mason clarified that as a public power entity with long-term contracts subject to rate adjustments, UAMPS is eligible for CRSP projects, unlike Rocky Mountain Power.

Mayor Packard inquired about UAMPS's opinion on residential solar energy. Mason elaborated that the value of residential solar would likely be less than the full retail value, anticipating an excess on the system. Additionally, Mason mentioned that residential batteries could be prohibitively expensive.

Mason highlighted that in 2022, there were significant increases in wholesale pricing and identified several challenges including the energy transition, the need for updates to transmission systems, and permitting reform, with some processes taking up to fifteen years. He discussed the integration of new renewables and the impact of energy supply chain issues, particularly on solar energy. UAMPS is working to maintain affordability and balance the energy system. As part of this effort, Springville is involved in the Nebo Power Plant Project and exploring a prepay natural gas transaction to reduce costs for members. Additionally, Member Internal Generation (MIG) is used to complement the load during peak demand periods.

Troy expressed the need to monitor load growth over the next two years, as it could impact the availability of power products.

Mason invited the mayor and council to an open house on February 20, 2024, from 5:00 p.m. to 6:00 p.m. at the capitol regarding government and public affairs project.

Mayor Packard expressed appreciation for UAMPS representatives attending the council meeting and engaging in discussions.

b) Discussion regarding a City Flag - Troy Fitzgerald, City Administrator

The item was postponed to a later meeting.

Councilmember Snelson shared that he has been in discussions with John Snider, the owner of Coin Crazy, regarding potentially relocating and expanding his business to Springville. He mentioned having a relationship with the owners of the property next to Jakers along 400 South. Councilmember Sorensen then outlined a couple of options Mr. Snider was interested in. Josh explained that the area in question falls under the Village Center Zone and outlined the associated requirements. Councilmember Snelson noted public interest in providing more activities for citizens. Carla elaborated on potential challenges related to building size and parking requirements. Councilmember Snelson asked the council to consider reviewing the relevant code concerning this matter.

Councilmember Jensen expressed support for the proposed location. Councilmember Wright, Councilmember Millsap, and Councilmember Snelson agreed to proceed with a review of the matter.

88 Director Monney invited the Mayor and Council to a Chamber of Commerce meeting on February
13, 2024 at Noon.

90

MAYOR PACKARD, COUNCIL, AND ADMINISTRATIVE REPORTS

92

Mayor Packard asked if there was any further discussion. There was none.

94

ADJOURNMENT CLOSED SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION

96

The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.

98

ADJOURN

100

Motion: Councilmember Snelson moved to adjourn the work meeting at 6:49 p.m. Councilmember Wright seconded the motion. Voting Yes: Councilmember Jensen, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously; 4-0, with 1 absent.**

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This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, February 06, 2024.

110

I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday, February 06, 2024.

112

114

DATE APPROVED: _____

116

*Kim Crane
City Recorder*

118

1 MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY,
2 FEBRUARY 06, 2024, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
3 SPRINGVILLE, UTAH.

4 **Presiding and Conducting:** Mayor Matt Packard

5 **Elected Officials in Attendance:** Craig Jensen
6 Logan Millsap
7 Jake Smith Excused
8 Mike Snelson
9 Mindi Wright

10 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney
11 John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane,
12 Community Development Director Josh Yost, Director of Administrative Services Patrick Monney, Library
13 Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey
14 Child, Public Works Director Brad Stapley, Police Lieutenant Warren Foster, and Planner Carla Wiese

15 **CALL TO ORDER**

16 Mayor Packard called the meeting to order at 7:00 p.m.

17 **INVOCATION AND PLEDGE**

18 Councilmember Wright offered the invocation, and Councilmember Millsap led the Pledge of
19 Allegiance.

20 **APPROVAL OF THE MEETING'S AGENDA**

21 **Motion:** Councilmember Millsap moved to approve this evening's agenda as written. **Councilmember**
22 **Snelson seconded** the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap,
23 Councilmember Smith **ABSENT**, Councilmember Snelson, and Councilmember Wright. The motion
24 **Passed Unanimously; 4-0, with 1 absent.**

25 **MAYORS COMMENTS**

26 Mayor Packard welcomed the Council, staff, and those in attendance.

27 **PUBLIC COMMENT**

28 Mayor Packard introduced the Public Comment section of the agenda and inquired if there were
29 any written requests to speak.

30 Lee Taylor expressed appreciation to the mayor and council for what they have done for the
31 community and welcomes where the city is headed. He wanted to praise Museum Director Emily Larson
32 on the upcoming Salon 100 event and her efforts. He noted the Landmark Commission submitted a book
33 in 2014 and the book needs to be corrected and updated. He expressed the need to preserve history and

44 would like to see a commemoration of the naming of Hobble Creek and the historic names. He mentioned
not too long ago he counted the historic names stamped on concrete sidewalks in front of homes around
Plat A and counted 23 since his survey two are already gone. He is willing to share the information with
46 the council if they would like copies.

48 **CONSENT AGENDA**

1. Approval of the minutes for the January 16, 2024 work meeting and regular meeting
- 50 2. Approval of the Mayor's appointment of Jeremy Fowler to the Landmark Commission effective
April 1, 2024

52
**Motion: Councilmember Snelson moved to approve the consent agenda as written. Councilmember
54 Jensen seconded the motion. Voting Yes:** Councilmember Jensen, Councilmember Millsap,
Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion
56 **Passed Unanimously; 4-0, with 1 absent.**

58 **REGULAR AGENDA**

3. **Consideration of an Ordinance amending Springville City Code Title 11 Chapter 2 Article 3 Board
60 of Adjustment to comply with Utah State Code Title 10 Chapter 9a Part 7 Appeal Authority and
Variances - Carla Wiese, Planner II/Economic Development**

62 Carla reported the amendment to Title 11, Chapter 2, Article 3 simply adds verbiage so that there
is no confusion or room for interpretation as to which entity has the authority to make these decisions. It
64 also clarifies the time frame for an applicant to appeal an administrative decision as well as when the
decision of the Board of Adjustment takes effect.

66
**Motion: Councilmember Jensen moved to approve Ordinance #01-2024 amending Springville City Code
68 Title 11 Chapter 2 Article 3 "Board of Adjustment" to comply with the State Code Title 10-Chpater 9a Part
7 Appeal Authority and Variances. Councilmember Millsap seconded the motion. Roll Call Vote; Voting
70 Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember
Snelson, and Councilmember Wright. The motion **Passed Unanimously; 4-0, with 1 absent. Ordinance
72 #01-2024 Approved**

- 74 4. **Consideration of an Ordinance amending the Main Street South Gateway Zone to permit the
encroachment of front porches into an open space - Josh Yost, Community Development Director**

76 Josh reported the proposed text amendment to the Main Street South Gateway Zone focuses on
whether it aligns with the zone's original intent. An applicant aims to build townhomes on the property at
78 the rear of the Jefferson School at 100 East 800 South and is seeking an amendment to permit front
porches to encroach into open spaces or pedestrian streets without reducing townhome size. The current
80 zero-foot front setback discourages porches, contrary to the zone's purpose. The applicant initially
proposed an eight-foot encroachment, but staff recommends a four-foot encroachment with a six-foot
82 porch depth to balance private and public interests. Alternatives include approving the amendment with
staff recommendations, approving the applicant's proposal, continuing discussions, or denying the
84 amendment. The Planning Commission's motion to recommend approval of the staff recommendation
passed unanimously.

86 Logan asked if it was workable for the developer and agreed with the staff's recommendation.
Josh replied during the Planning Commission meeting the developer was agreeable.

88

90

Motion: Councilmember Wright moved to approve Ordinance #02-2024 amending the Main Street South Gateway Zone to permit front porches, stoops, or covered entries to encroach into open space up to four feet and requiring a minimum interior front porch depth of six feet. **Councilmember Snelson seconded the motion. Roll Call Vote; Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously; 4-0, with 1 absent. Ordinance #02-2024 Approved**

98 5. **Consideration of a Resolution approving two special warranty deeds and accepting future conveyance of property transactions with Nebo School District as part of the new Springville High School campus and surrounding city properties - John Penrod, Assistant City Administrator/City Attorney**

100 John reported in the council meeting in March of 2021 and a second in June of 2022, that the City Council and the Nebo School District Board approved a joint resolution that addressed property exchanges between the parties for the development of the new Springville High School and surrounding city properties. The proposed resolution is to approve the final exchanges of properties according to the joint resolution.

102 John explained the property exchanges between the City and the School District, he noted the hillside property was not considered like for like. The school district is looking to have it completed by fall 2026.

104 Troy explained as part of the agreement the city pays half of the road expenses and some are with impact fees.

106 **Motion: Councilmember Snelson moved to approve Resolution #2024-02** approving the exchange of properties between Springville City and Nebo School District for the new Springville High School campus and surrounding city properties. **Councilmember Millsap seconded the motion. Roll Call Vote; Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously; 4-0, with 1 absent. Resolution #2024-02 Approved**

112 6. **Consideration of approving a Stipulated Motion to Amend the Proposed Determination and Dismiss Portions of Objections 51-4-07, 51-4-12 and 51-4-22 (Water Right Nos. 51-5240, 51-5460, and 51-5461 - John Penrod, Assistant City Administrator/City Attorney**

114 John explained to the council water rights priorities, quantity, and uses, along with the place of diversion. He explained the difference between a water share and a water right. He explained the stipulated motion to amend the proposed determination.

116 **Motion: Councilmember Millsap moved to amend the Proposed Determination and Dismiss Portions of Objections 51-4-07, 51-4-12, and 51-4-22 (Water Right Nos. 51-5240, 51-5460, and 51-5461). Councilmember Wright seconded the motion. Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously; 4-0, with 1 absent.**

120 Mayor Packard asked if there was any further discussion and allowed a request for public comment.

136 Diane Gent asked what percentage of government-assisted housing was in the city. She would
like an update on 1600 South and would like to press for better upkeep of the 400 South medians. She
138 asked for crime statistics in Springville compared to Spanish Fork and would like to support the police
department better. Mayor Packard directed her to Troy and Josh for answers to her questions.

140 **CLOSED SESSION, AND ADJOURNMENT IF NEEDED - TO BE ANNOUNCED IN MOTION**

142 *The Springville City Council may adjourn the regular meeting and convene into a closed session as
provided by UCA 52-4-205.*

144 **ADJOURNMENT**

146 **Motion: Councilmember Snelson moved** to adjourn the regular meeting at 7:55 p.m. **Councilmember
Jensen seconded** the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap,
Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion
148 **Passed Unanimously; 4-0, with 1 absent.**

150
152 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday,
February 06, 2024.*

154 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of
Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this
156 meeting held on Tuesday, February 06, 2024.*

158 DATE APPROVED: _____
160 _____
162 Kim Crane
City Recorder



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, FEBRUARY 20, 2024 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Matt Packard Excused

Elected Officials in Attendance: Craig Jensen
Logan Millsap
Jake Smith
Mike Snelson
Mindi Wright

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Community Development Director Josh Yost, Director of Administrative Services Patrick Monney, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Public Works Director Brad Stapley, and Public Safety Director Lance Haight

Councilmember Jensen motioned to have Councilmember Snelson serve as Mayor Pro Tem for this evening's meetings. **Councilmember Smith seconded** the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously; 5-0**

CALL TO ORDER - Mayor Pro Tem Snelson welcomed everyone and called the Work/Study meeting to order at 5:31 p.m.

COUNCIL BUSINESS

1. Calendar

- Mar 05 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Mar 10 - Daylight Savings (Spring Ahead One-Hour)
- Mar 12 - Work Study Meeting 5:30 p.m.

2. **DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS**

- a) Invocation - Councilmember Millsap
- b) Pledge of Allegiance - Councilmember Jensen
- c) Consent Agenda

3. Approval of the minutes from the January 29 and January 30, 2024 Budget Meetings

Mayor Pro Tem Snelson asked if there was any discussion on the consent agenda.

3. DISCUSSIONS/PRESENTATIONS

a) Economic Development Discussion - Carla Wiese, Planner II/Economic Development Specialist

Carla reported she has been participating in the Reframing Downtown 1000-day plan. She mentioned her involvement in the retail development aspect of the plan, specifically focusing on business recruitment strategies. One notable concern raised by small businesses was the challenge of locating downtown due to the older buildings and the need to bring them up to code. Carla highlighted that previous city councils had agreed to support economic development efforts financially, but the current challenge was determining how to allocate these funds and whether the current council would support such allocation. She emphasized that Springville's economic situation differed from other areas, where job recruitment was a priority. Instead, Springville's focus was on retail to generate revenue for the community, given its commuting population.

Carla also shared having past collaboration with EDC Utah and noted that the organization had undergone internal restructuring to incorporate a retail membership. She elaborated that the membership fee for Springville amounted to approximately \$5,375, calculated at 15 cents per resident. This membership would facilitate a matching grant for a city website overhaul aimed at supporting economic development and retail recruitment efforts. Additionally, Carla mentioned outreach from other companies like AlphaMap and NextSite, which utilize cellphone data to gather insights on local and external spending patterns. These companies offer assistance by providing data on city facilities and festivals to aid decision-making processes.

Josh emphasized during the meeting that there were numerous avenues for investing in economic development beyond just EDC Utah, elaborating on the services they offer. He raised the question of how extensively the council wished to explore additional services in economic development.

Councilmember Smith asked if there was a recommendation for the council. Josh expressed there may be some additional value with the tools available through software, apps, and memberships.

Councilmember Snelson asked if the cost to use the many options would help bring business to Springville that would be great or can we do it in-house?

Josh pointed out the challenges associated with providing data and analysis in-house, highlighting the potential for the city to gain national visibility by meeting the criteria set by other tools. He acknowledged the potential benefits of attracting smaller businesses but noted that cost-effectiveness might not be as straightforward in this scenario.

Josh inquired whether the council would be open to exploring different options regarding liquor licensing if a business expressed interest in coming to Springville. The council expressed their willingness to consider and learn more about such options.

Carla explained the importance of ensuring consistency and compliance with state code in Title 7 of the business license regulations while also preserving the character of Springville. They emphasized the need to minimize code enforcement issues and prevent businesses from "slipping through the cracks." Carla mentioned that further details on updates to Title 7 would be presented to the council in the near future.

Councilmember Smith asked if there was a liaison in Springville to help answer questions. Carla explained she and the business licensing department are currently doing this.

Josh added that the department works to have handouts and information on the city website, acknowledging the challenges of meeting all the needs of first-time or newer business owners.

b) City Flag Discussion - Troy Fitzgerald, City Administrator

Troy conducted a review of the city's branding during the meeting, emphasizing the unifying power of a flag as a symbol. He raised the question of whether the city council desired to adopt a city flag, noting

88 that Springville currently does not have one. The council agreed to further explore the possibility of having
a city flag.

90 Troy provided some recommendations on the process of obtaining a flag, and Councilmember
Snelson emphasized that the flag should align with the city's branding rather than being a standalone
92 design.

Troy proposed utilizing public relations funds from the budget to support the creation of a city flag.
94 Councilmember Wright expressed a desire to involve a branding designer in the process.

Councilmember Jensen voiced concerns about potential negative reactions from some citizens
96 regarding the adoption of a city flag.

Troy committed to providing additional information to the Community Board and following up with
98 the council on the matter.

Councilmember Millsap questioned the idea of having a flag closely tied to current branding,
100 suggesting instead a timeless design that could endure changes in branding over time.

102 **c) Cemetery Update - Stacey Child, Parks and Recreation Director**

Stacey presented information regarding the Historic Cemetery and Evergreen Cemetery. She
104 outlined the current availability of plots and shared that on average, there are over 203 burials per year.

Stacey explained that there are currently 14 acres of undeveloped land at the Evergreen
106 Cemetery, with an estimated 900 to 1000 plots per acre. They also mentioned the ongoing development
of sections M and N, which will include approximately 1900 plots and a cremation garden.

Councilmember Jensen inquired about the difference in rates for residents and non-residents at
108 the cemetery. Troy explained that tax subsidies partially cover the difference, and the policy allows for
110 consideration on a case-by-case basis.

Councilmember Wright raised concerns about dead trees along the road at Evergreen Cemetery.
112 Stacey confirmed that the trees had been removed but was uncertain about plans for replacement.
Additionally, Councilmember Wright asked about unfinished brick columns that resembled a fence. John
114 provided historical context regarding the trees.

The council reached a consensus to implement thoughtful planning for the planting of trees at the
116 cemeteries.

118 John shared with the council that the Washington Post had featured the Senior Center for
completing a 60,000-piece puzzle. The puzzle, titled "What a Wonderful World," was created by local
120 artist Eric Dowdle and depicted a map of the world.

Stacey and Emily met with Eric Dowdle to explore the possibility of creating a puzzle specifically
122 for Springville. They noted that the cost could potentially be high and asked the council if they would like
to further discuss this opportunity.

124

MAYOR PACKARD, COUNCIL, AND ADMINISTRATIVE REPORTS

126 Mayor Packard asked if there was any further discussion. There was none.

128 **ADJOURNMENT CLOSED SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION**

*The Springville City Council may temporarily recess the meeting and convene in a closed session as
130 provided by UCA 52-4-205.*

132

134

ADJOURN

136 **Motion: Councilmember Jensen moved to adjourn the work meeting at 6:40 p.m. into a closed session**
regarding property. **Councilmember Wright seconded** the motion. **Voting Yes:** Councilmember Jensen,
138 Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright.
The motion **Passed Unanimously; 5-0**

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144 *This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, February 20,*
2024.

146 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*
State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday,
148 *February 20, 2024.*

150

DATE APPROVED: _____

152

Kim Crane
City Recorder

154



2 MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY,
3 FEBRUARY 20, 2024, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
4 SPRINGVILLE, UTAH.

5 Mayor Pro Tem Snelson was voted to serve as Mayor Pro Tem for this evening's meeting during the
6 February 20, 2024 work meeting.

7 **Presiding and Conducting:** Mayor Matt Packard Excused

8 **Elected Officials in Attendance:** Craig Jensen
9 Logan Millsap
10 Jake Smith
11 Mike Snelson
12 Mindi Wright
13

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15 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney
16 John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane,
17 Community Development Director Josh Yost, Director of Administrative Services Patrick Monney, Library
18 Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey
19 Child, Public Works Director Brad Stapley, and Public Safety Director Lance Haight.
20

21 **CALL TO ORDER**

22 Mayor Packard called the meeting to order at 7:00 p.m.

23

24 **INVOCATION AND PLEDGE**

25 Councilmember Millsap offered the invocation, and Councilmember Jensen led the Pledge of
26 Allegiance.
27

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29 **APPROVAL OF THE MEETING'S AGENDA**

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31 **Motion:** Councilmember Jensen moved to approve this evening's agenda as written. **Councilmember**
32 **Millsap seconded** the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap,
33 Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed**
34 **Unanimously; 5-0.**

35 **MAYORS COMMENTS**

36 Mayor Pro Tem Snelson welcomed the Council, staff, and those in attendance.
37

38

39 **CEREMONIAL**

40 **1. Swearing-In of the Springville Youth City Council**

41 Mayor Pro Tem Snelson swore in the 2024 Springville Youth City Council with approximately 30
42 youth in attendance.

44 2. **Recognition of Youth Arts Month and the Springville artists in the Utah All-State High School Art Show - Emily Larsen, Museum of Art Director**

46 Emily Larsen asked Alison Pinegar the director of education with the museum to present. Alison
48 stated the All-State High School Art Show is one of the largest exhibitions of its kind in the nation. Each
50 year they receive impressive works from high school students throughout the state. This year over 102
52 Utah schools submitted 1064 artworks by 908 students of those works 326 pieces were selected for
54 display. She thanked Springville City and other sponsors for their generous support. The following
56 students from Springville High School were recognized. Larsen Boyer, for Nature's Symmetry; Savanna
58 Coppieters, Strange Circus; Joanna Howard, Upheaval; Jacob Scott Wilcock, Piles of Production; and
60 Orion Swaidan from Spanish Fork High School for Promise, her father is a Springville Firefighter.

54

PUBLIC COMMENT

56 Mayor Pro Tem Snelson introduced the Public Comment section of the agenda and inquired if
58 there were any written requests to speak.

58 George Weight provided a written handout he wrote titled; Walking, Jogging, Biking, Driving the
60 course of Hobble Creek with picnic and playground options. He encouraged the council to share it with
62 their family and friends. With the upcoming 175 anniversary of the naming of Hobble Creek, he would like
64 to see this occasion recognized in small ways by enjoying the area.

62

CONSENT AGENDA

64 3. Approval of the minutes from the January 29 and January 30, 2024 Budget Meetings

66 **Motion: Councilmember Wright moved to approve the consent agenda as written. Councilmember Smith**
68 **seconded the motion. Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember
70 Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously; 5-0**

70 **REGULAR AGENDA**

72 4. **Consideration of a Resolution establishing the Arts Master Plan Ad Hoc Committee - Emily**
74 **Larsen, Museum of Art Director**

74 Emily said they are working on an upcoming proposal for a public art piece highlighting Hobble
76 Creek and why it was named Hobble Creek due to the horse hobbles. She went on to report in 2023 the
78 Museum and Public Art staff held a series of exploratory focus groups and conducted community
80 surveys to direct Springville's Arts Master Plan and arts priorities. Around four dozen staff, elected
82 officials, and community members participated in focus groups and discussions. Another 45 individuals
84 completed the community survey. This exploratory work provided the foundation of the Arts Master Plan
86 work.

80 In Jan 2024 the City hired a consultant to finalize the creation and see through the adoption of
82 the plan. A smaller steering committee will be a dedicated group to give input and advise the plan as it
84 moves through its final phases and adoption.

84 The proposed committee has been developed with input from Councilmembers Mike Snelson,
86 Mindi Wright, and Mayor Matt Packard.

86 **Motion: Councilmember Smith moved to approve Resolution #2024-03 establishing the Arts Master**
88 **Plan Ad Hoc Committee Councilmember Jensen seconded the motion. Roll Call Vote; Voting Yes:**

88 Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and
Councilmember Wright. The motion **Passed Unanimously; 5-0. Resolution #2024-03 Approved**

90

CLOSED SESSION, AND ADJOURNMENT IF NEEDED - TO BE ANNOUNCED IN MOTION

92 *The Springville City Council may adjourn the regular meeting and convene into a closed session as
provided by UCA 52-4-205.*

94

ADJOURNMENT

96 **Motion: Councilmember Jensen** moved to adjourn the regular meeting at 7:17 p.m. **Councilmember
Millsap seconded** the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap,
98 Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed
Unanimously; 5-0.**

100

102

104 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday,
February 20, 2024.*

106 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of
Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this
meeting held on Tuesday, February 20, 2024.*

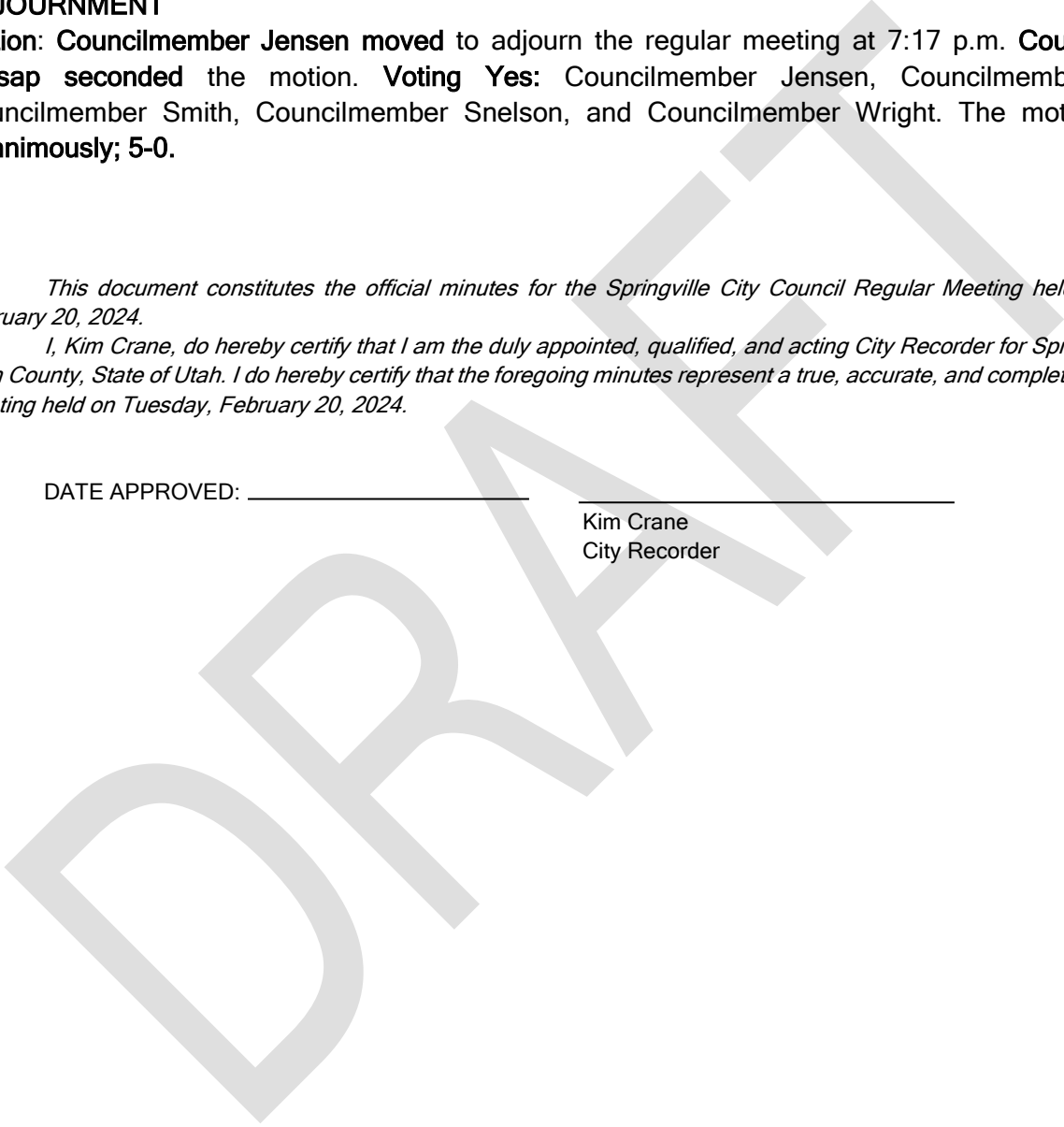
108

110

DATE APPROVED: _____

112

Kim Crane
City Recorder





STAFF REPORT

DATE: February 23, 2024

TO: Honorable Mayor and City Council

FROM: Bradley D. Stapley, P.E. Director of Public Works

SUBJECT: PROPERTY ACQUISITION OF UTAH COUNTY PARCELS 23:033:0053 AND 23:022:0018, SPRINGVILLE, UT FOR FUTURE PUBLIC WORKS FACILITY.

RECOMMENDED MOTION

Motion to approve Resolution 2024- ## purchasing Utah County Parcels 23:033:0053 and 23:022:0018 for a total of 5.84 acres from Edward C. Johnson, to be combined with adjacent City-owned property for siting a future City Public Works facility complex.

EXECUTIVE SUMMARY

Springville City is working with Edward C. Johnson to purchase two contiguous separate parcels totaling 5.84 acres (shown shaded in orange below), to be aggregated with 13.23 acres of adjacent City-owned property (shown shaded in purple) for siting a future Public Works facility complex to be located west of and adjacent to 425 West, just south of the City's Whitehead Power Plant.

An appraisal of the two (2) properties was completed and the seller has agreed to sell both parcels to the City for the appraised price of \$1,336,000.





SUMMARY OF ISSUES/FOCUS OF ACTION

This property purchase will enable the City to site a future Public Works facility that will house administrative and shop facilities for Public Works Department engineering, solid waste collection, streets maintenance, wastewater treatment, wastewater collection, storm water collection, as well as Internal Services Department fleet services facilities.

Additionally, a centralized City fueling station, bulk storage facilities (road salt, sand, gravel, road base, etc.), and green waste/composting facilities are planned to also be housed on this site.

Concept site plans for buildings and facilities are in the making at this time.

ALTERNATIVES

Staff recommends moving forward with the property purchases.

No property purchase, no project - Not recommended

FISCAL IMPACT

The purchase of the two (2) indicated parcels will be funded through various Public Works accounts within the current Fiscal 2023-24 approved budget as follows:

| GL# | Division | | Amount |
|-------------|-------------|--------------|--------------------|
| 52-6190-844 | Sewer | \$500,664 | |
| 52-6150-236 | Sewer | \$125,000 | |
| 52-6080-121 | Sewer | \$104,336 | \$730,000 |
| 57-6050-005 | Solid Waste | \$400,000 | \$400,000 |
| 55-6050-022 | Storm Water | \$106,000 | |
| 55-6080-129 | Storm Water | \$100,000 | \$206,000 |
| | | TOTAL | \$1,336,000 |

Sincerely,

BRADLEY D. STAPLEY
Public Works Director
bstapley@springville.org
801.489.2711
springville.org



RESOLUTION #2024-____

A RESOLUTION AUTHORIZING THE PURCHASE OF APPROXIMATELY 254,390.4 SQUARE FEET (5.84 ACRES) OF PROPERTY LOCATED AT APPROXIMATELY 450 WEST 450 NORTH, SPRINGVILLE, UTAH.

WHEREAS, Edward C. Johnson is the owner (Owner) of the property of Utah County parcel numbers 23:033:0053 and 23:022:0018 (Parcels); and

WHEREAS, The Owner's Parcels are situated directly adjacent to approximately thirteen point two-three (13.23) acres of Springville City-owned property in Springville, Utah; and

WHEREAS, Springville City (City) has approached the Owner to purchase land for a future Public Works facility complex; and

WHEREAS, The Owner has agreed to sell Parcels to the City to facilitate the construction of a future Public Works facility; and

WHEREAS, The City has negotiated with the Owner to purchase the entire 5.84 acres of the Owner's Parcels in the amount of \$1,336,000; and

WHEREAS, The City has prepared a meets and bounds description of the land to be acquired by the City from the Owner, representing Parcels; and

WHEREAS, City staff and the City Council have reviewed the meets and bounds description and associated Purchase and Sale Agreement, and finds accepting the meets and bounds description and associated Purchase and Sales Agreement in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGVILLE CITY COUNCIL:

SECTION 1. Meets and Bounds Description Acceptance. Springville City is authorized to accept the Meets and Bounds Description, and the Mayor is authorized to execute the Purchase and Sale Agreement attached as Exhibit A, which documents may be revised with minor revisions as approved by the City Attorney.

SECTION 2. Effective Date. This resolution shall become effective immediately upon passage.

PASSED AND APPROVED this ____ day of March 2024.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

Exhibit A

(Meets and Bounds Description)

Recorded at Request of _____

ENT 21535 BK 2929 PG 697
NINA B REID UTAH CO RECORDER BY BT
1992 MAY 4 12:16 PM FEE 7.50
RECORDED FOR PROVO ABSTRACT COMPANY

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

Mail tax notice to _____ Address _____

WARRANTY DEED

of SPRINGVILLE, WILLIS K. JOHNSON III, grantor
County of UTAH, State of Utah, hereby
CONVEYS and WARRANTS to

EDWARD C. JOHNSON and MARY LEE JOHNSON, husband and wife, as joint
tenants with full rights of survivorship and not as tenants in common

of 320 West 300 North, SPRINGVILLE, UTAH 84663, grantee
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS for the sum of
DOLLARS.

the following described tract of land in UTAH County,
State of Utah:

Commencing 10.75 chains West of the Northeast Corner of Section 32,
Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence
South 7.44 chains; thence West 1 chain; thence North 45 Deg. West 5.23
chains; thence North 4.50 chains; thence East 5.61 chains to the place
of beginning.

Also, Commencing 10.60 chains West of the Southeast Corner of Section
29, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence
West 5.61 chains; thence North 3.76 chains; thence East 5.61 chains;
thence South 3.76 chains to the place of beginning.

Re-recorded to correct the name of the Grantor.

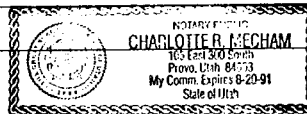
2ND RECORDING
ENT 21535 BK 2929 PG 697
NINA B REID UTAH CO RECORDER BY BT
1992 MAY 4 12:16 PM FEE 7.50
RECORDED FOR PROVO ABSTRACT COMPANY

WITNESS, the hand of said grantor, this 4th day of
MAY, A. D. 19 91

Signed in the Presence of

Willis K. Johnson III
Willis K. Johnson III

STATE OF UTAH, }
County of UTAH } ss.



On the 4th day of MAY, A. D. 1991
personally appeared before me

WILLIS K. JOHNSON III

the signer of the within instrument, who duly acknowledged to me that he executed the
same.

Charlotte R. Becham
Notary Public.

My commission expires 8-20-91 Residing in PROVO, UTAH

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**agreement**”) is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between Springville City, a municipal corporation (“**Buyer**”), and Edward C. Johnson (“**Seller**”). The Seller and Buyer are collectively referred to herein as the “parties.”

RECITALS

- A. Seller is the owner of approximately 5.84 acres of unimproved real property located in the City of Springville, Utah (the “**City**”), which property is shown on Exhibit A attached hereto, and is referenced by Utah County parcel numbers 23:033:0053 and 23:022:0018 (the “**Property**”).
- B. Buyer desires to purchase the Property.
- C. Seller is willing to sell the Property to Buyer upon the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Recitals Affirmed.** The parties each certify the correctness and accuracy of the above recitals and adopt the same as a statement of their principal reasons for entering this agreement and incorporate the recitals as if fully stated herein.
2. **Purchase and Sale.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Property and all improvements and structures affixed to and appurtenant to the land, including, without limitation, fixtures, buildings, fences, metal scraps, trees, vines, vegetation and crops, together with: (i) all easements, rights-of-way, and rights of access appurtenant to the Real Property, and (ii) all appurtenances, permits, licenses, and other rights related to the Real Property (collectively all of the items in this section are included in the term the “**Property**”). Seller will transfer any water rights that are attached to the Property to the Buyer.
3. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property shall be One Million Three Hundred Thirty-Six Thousand Dollars (\$1,336,000.00).
4. **Due Diligence Period.** Buyer shall have until 5:00 p.m. Mountain Standard Time on the date which is 60 days from the Effective Date to perform due diligence on the Property (the “**Due Diligence Period**”).
 - (a) **Due Diligence.** During the Due Diligence Period, Buyer may perform (at Buyer’s expense) any due diligence it desires on the Property, including, without limitation, review of the Seller Disclosures (defined below), investigation of title, survey, soils, and perform any non-invasive necessary tests and reports regarding the condition of the Property (the “**Due Diligence**”).
 - (b) **License; Indemnity.** Seller hereby grants to Buyer and Buyer’s employees, contractors and agents, upon reasonable notice, a nonexclusive revocable license to enter upon the Property, at Buyer’s sole risk, to conduct Buyer’s Due Diligence during the Due Diligence Period. Buyer will immediately repair any damage to the Property resulting from such entry upon, or testing or inspection of, the Property. To the fullest extent permitted by applicable law, Buyer

shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) to the extent caused by the negligent acts or omissions of Buyer and its employees, contractors and agents during and in connection with Buyer's Due Diligence. At Seller's option, Seller or its representatives may be present for any such inspection, test or study. Buyer shall bear the cost of all inspections, tests and studies and shall promptly restore any damage or displacements caused by physical testing. In all events, Buyer shall use its best and most diligent efforts to minimize any inconvenience or disturbance of any and all tenants, users, or occupants of the Property in connection with Buyer's entry onto the Property.

(c) Seller Disclosures. On or before twenty (20) days following the Effective Date, Seller will deliver to Buyer: (i) copies of any existing surveys of the Property in Seller's possession, (ii) copies of all leases, drawings, plans, studies, records, reports, tests, and other documents (not including appraisals of or other offers to purchase the Property) relating to the Property in Seller's possession, (iii) any and all disclosures required to be made by Seller pursuant to any applicable laws, and (iv) other information regarding the Property reasonably requested by Buyer that is in Seller's possession (collectively, the "**Seller Disclosures**"). All Seller Disclosures will be furnished to Buyer "AS IS," and "WITH ALL FAULTS," with no warranty or representations of any kind whatsoever from Seller. Buyer's reliance on, and/or use of, any such Seller Disclosures shall be at Buyer's sole risk. Buyer hereby expressly agrees that Buyer shall perform its own due diligence review of the Property to understand the physical and other conditions related to the Property. Buyer shall be responsible for the costs associated with procuring any additional surveys, reports or other materials Buyer deems necessary to complete its Due Diligence.

(d) Title Policy. Seller shall, within twenty (20) days following the Effective Date, furnish to Buyer a commitment for title insurance (the "**Title Report**"). During the Due Diligence Period, Seller and Buyer will work together to agree upon the title exceptions in the Title Report that will remain in the final title policy (a standard coverage ALTA owner's title insurance policy - 2006 form) (the "**Title Policy**") at the Closing. All taxes and assessments against the Property which are not yet due and payable, all standard (pre-printed) exceptions contained in a standard coverage ALTA owner's title insurance policy for property in the State, and all other matters affecting title to the Property contained in the Title Report shall constitute the "**Permitted Exceptions**." It shall be a condition of closing to Buyer's benefit that on and before the Closing the escrow agent (and its underwriter) shall commit to issue the Title Policy to Buyer at the Closing, subject to the Permitted Exceptions, and together with such endorsements as Buyer shall reasonably request. Seller agrees to provide to the escrow agent such customary affidavits and other documents as the escrow agent may reasonably require.

(e) Survey. During the Due Diligence Period, the parties will work together to obtain a survey for the Property. The most recent survey for the Property, whether such survey is a new or updated survey prepared for the benefit of or commissioned by Buyer, or any previous survey provided by Seller, shall be referred to herein as the "**Survey**." The Survey shall be prepared at Buyer's sole cost.

(f) Property Conveyance. The parties will work together to prepare and submit for approval all applicable documents necessary to legally convey the Property to Buyer. Buyer shall pay for and obtain all necessary approvals by any applicable governmental agency, as required. Any approvals or other documentation affecting the Property shall not become final and/or shall not be recorded until after the Closing.

(g) Termination. In the event, in Buyer's sole judgment and discretion, that the Property is not suitable to Buyer, or, if during the Due Diligence Period, Buyer for any reason decides not to purchase the Property, Buyer shall have the right to deliver a written termination notice to Seller on or before the expiration of the Due Diligence Period. If Buyer timely delivers to Seller such termination notice, then neither Buyer nor Seller shall have any further right, liability, duty or obligation under this agreement, except for agreements or covenants that specifically survive termination. In the event that Buyer does not timely terminate this agreement by written notice as described in this subsection, then Buyer (i) shall be deemed (a) to have waived its right to terminate under this subsection, and (b) to have approved the condition of the Property in all respects; and (ii) Buyer and Seller shall continue to Closing on the Property pursuant to the terms and conditions of this agreement.

5. Seller Representations and Warranties. Seller, to the best of Seller's knowledge, represents and warrants to Buyer as follows:

(a) Condemnation; Eminent Domain. Seller has no actual knowledge of any condemnation, eminent domain, or similar proceedings affecting any of the Property.

(b) Liens. Seller is not aware of any claims of any mechanics, laborers, or persons furnishing materials to the Property.

(c) Leases. Seller is not aware of any leases effecting the Property.

(d) Actions. Seller is not aware of any actions, suits, judgments, claims, bankruptcy proceedings, or other matters pending or threatened against or affecting Seller or the Property, at law or at equity, before or by any person or entity, which would affect in any way Seller's title to or usage of the Property or any part thereof.

6. Closing.

(a) Closing Documents. Closing of the transaction set forth in this agreement (the "**Closing**") shall occur on or before the date which is the earlier of 20 days after the Due Diligence Period or such day and time as determined by the parties (the "**Closing Date**"). At the Closing, Buyer shall deliver to the title company the Purchase Price, and any documents or instruments reasonably necessary or appropriate, consistent with this agreement, as may be required by escrow agent. At the Closing, Seller shall deliver to escrow agent: (i) a Warranty Deed in a form consistent with Utah State law (the "**Deed**"); (ii) a Non-Foreign Person Affidavit acceptable to the escrow agent; and (iii) any other documents or instruments reasonably necessary or appropriate, consistent with this agreement, as may be required by Buyer or the escrow agent.

(b) Closing Costs and Fees. At the Closing, escrow agent shall prepare, and each of Buyer and Seller shall execute, a settlement statement. On the settlement statement, (i) all real property taxes and assessments accrued for the current year shall be prorated between the parties; any rollback taxes or deferred taxes shall be the responsibility of Buyer; (ii) Seller shall pay the cost of the Title Policy (except Buyer shall pay for any extended coverage and endorsements), and (iii) all other customary credits, debits and charges, including fees owed to Escrow agent, shall be paid 50% by each party unless otherwise agreed in this agreement.

(c) Closing. Upon receipt of all cash and documents required by this agreement, escrow agent shall obtain authorization from both Seller and Buyer to close, and shall thereafter proceed to close by recording the Deed and delivering the Purchase Price to Seller,

and otherwise handling all matters necessary to close this transaction. Seller shall deliver possession of the Property to Buyer immediately on the Closing.

7. **Risk of Loss.** All risk of loss and destruction of the Property and improvements, and all the Property expenses and insurance, shall be borne by Seller until the Closing. If any condemnation proceedings are brought or threatened respecting any portion of the Property or any damage or destruction of all or a portion of the Property occurs between the Effective Date and the Closing, Seller shall immediately notify Buyer, which notice shall specify the type and extent of such condemnation or damage. Within fifteen (15) days after receipt of such notice, Buyer shall have the option to either (i) terminate this agreement upon written notice to Seller or (ii) proceed to close the transaction contemplated by this agreement, in which case Buyer shall be entitled to receive and Seller shall assign to Buyer, all of the condemnation awards, damages, and proceeds resulting from such condemnation, and/or all insurance proceeds resulting from any damage.

8. **Default.** If either Seller or Buyer shall default in its obligations under this agreement, the non-defaulting party shall give the defaulting party written notice of default and thirty (30) days in which to cure such default. If such default is not cured within such thirty (30) day period, thereafter the non-defaulting party shall have all of its rights and remedies as allowed by the laws of the State.

9. **Brokerage Commissions.** Seller hereby agrees to indemnify and hold Buyer completely free and harmless from any and all liability based upon claims from brokers, agents, finders or others claiming through Seller.

10. **Notices.** Except as otherwise required by law, any notice, demand, or request given in connection with this agreement shall be in writing and shall be given by personal delivery, overnight courier service, facsimile, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing) and to Escrow Agent if required by this agreement:

SELLER: Edward Johnson
320 West 300 North
Springville, Utah 84663
Phone: 801-623-7768

WITH A COPY TO: Springville City
Attn: John Penrod
110 South Main Street
Springville City, Utah 84663
Phone: 801-489-2700

BUYER: Springville City
Attn: Troy Fitzgerald
110 South Main Street
Springville City, Utah 84663
Phone: 801-489-2700

11. **Successors and Assigns.** All the terms and provisions of this agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors, personal representatives, and assigns.

12. **Acceptance.** SELLER AND BUYER AGREE THAT, THE PROPERTY SHALL BE SOLD AND BUYER SHALL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY ON THE CLOSING DATE **"AS IS, WHERE IS, WITH ALL FAULTS"** WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT SUCH SALE SHALL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

13. **Seller's Interim Use of Property.** After purchase of the Property, Buyer agrees to lease the Property to Seller for a period of time to be determined by Buyer. The Property will be leased on a monthly basis for \$200 per month. A separate lease agreement will be entered into that will formalize the lease. Buyer will provide Seller with a 60-day notice to vacate when Buyer wishes to end the lease period.

14. **Property Fixtures.** Buyer agrees to give to the Seller free of charge the following items located on the Property: east property horse panels and guard rail, horse trailer, small trailer, wood chipper, tractor and all attachments, horse walker equipment, table saw, air compressor, hand tools, metal shelving units, pallets, power tools, hand cart, gas welder, truck tarps, small refrigerator, iron bed frame, plastic bins, lawn chairs, rugs, bikes, holiday decorations, camping gear, and miscellaneous yard decor. Any similar items that Seller wishes to keep that are located on the Property should be removed before Buyer begins any work on the Property.

15. **Miscellaneous.** This agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties knowingly and voluntarily waive any right to trial by jury in any lawsuit or other litigation involving this agreement. This agreement (including all attached exhibits) constitutes the entire agreement of the parties. All prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this agreement shall be binding unless in writing and executed by the parties hereto. If either party brings or commences a legal proceeding to enforce any of the terms of this agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and all other associated costs from the other party. Time is of the essence of this agreement. If any deadline falls on a Saturday, Sunday or nationally recognized holiday, the deadline shall be the next business day. The captions of this agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this agreement, or the intent of any provision hereof. This agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this agreement, a copy of the signed agreement shall be considered for all purposes as an original of the agreement to the maximum extent permitted by law, and no party to this agreement shall have any obligation to retain a version of the agreement that contains original signatures in order to enforce the agreement, or for any other purpose, except as otherwise required by law.

IN WITNESS WHEREOF the parties have executed this agreement as of the Effective Date.

BUYER:

CITY OF SPRINGVILLE,
a Utah municipal corporation

SELLER:

EDWARD C. JOHNSON

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Exhibit A
(Map of Property)





STAFF REPORT

DATE: February 27, 2024
TO: Honorable Mayor and City Council
FROM: Josh Yost, Community Development Director
SUBJECT:

Recommended Motion: Move to adopt amendments to the Westfields Central New Neighborhood Plan.

Executive Summary:

This staff report evaluates proposed amendments to the Westfields Central New Neighborhood Plan to clarify setbacks and enhance architectural standards to maintain the plan's original objectives. Concerns regarding design clarity and inconsistencies between architectural plans and existing regulations prompted the proposed changes, which focus on addressing encroachments, setbacks for attached units, and refining architectural standards. Staff supports the amendments, citing their alignment with the neighborhood plan's goals of fostering diverse housing options and superior design. Therefore, the staff recommends approving the amendments to ensure coherence and quality in the Westfields Central New Neighborhood.

Focus of Action:

Do the proposed amendments maintain the intent of the Westfields Central New Neighborhood Plan?

Background:

While reviewing architectural plans for the neighborhood, staff recognized several design elements and setback clarifications that need to be added to the new neighborhood plan. Secondly, the design review architect consistently made comments on submitted plans that were not reflected in the code. Many of the proposed amendments to the architectural standards serve to codify the most common and essential recommendations.

Discussion:

Proposed Amendments

Encroachments



The first proposed amendment is a clarification of building encroachments. Building encroachments are portions of a building that project over the minimum setback line into the required setback area. Staff proposes adding the following to each lot type.

Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

This amendment eliminates confusion about the definition of encroachments and the regulations for different categories.

Interior Setbacks for Attached Units

The code currently regulates corner side and interior side setbacks for attached units such as townhomes, lofts, and mews houses. This has created confusion where a group of attached units ends on an interior side lot line next to another lot type. It doesn't make sense that a townhome next to a detached house could have a 0' side setback abutting the house lot. To remedy this confusion, staff proposes adding Adjoining Side and Non-adjointing Side setbacks to each attached unit lot type along with the following statement.

Adjoining side setbacks apply only where two of the same lot types directly abut each other without any intervening pedestrian way or alley. Loft and Mews types may abut using the adjoining setback.

Architectural Standards (p. 19-20)

Materials

The following changes are proposed to the material standards to clarify permitted materials and better guide the placement of materials on the building exterior.

Artificial wood textured siding surfaces shall be avoided. Masonry textured "fake" artificial (plastic or cementitious) panels shall be avoided.

If materials change, material and color changes shall occur along a vertical line at interior (concave) corners, or along a horizontal line at a floor line or a gable end. ~~they shall change along a horizontal line, with the H~~ heavier materials shall be placed below the lighter materials.

Stucco shall be cementitious with smooth sand finish.



Architectural Elements

Many porch designs have been proposed that combine incompatible elements, lack railings, or are not appropriate to the architectural style of the building. The following additions are proposed.

Columns and posts shall be appropriate to the architectural style of the building.

Porches shall have railings.

Elevation Variation

The Westfields Overlay contains standards for repeating the same building elevation on adjacent lots. The Westfields Central New Neighborhood Plan did not include such requirements because repetition is not inherently problematic. Borrowing a phrase from New Urbanist writer Robert Steuteville, "Nobody minds cookie cutter when the cookies are good." During the design review, we found that the code did not require the slight variation necessary to avoid monotonous streetscapes. Staff proposes the following requirements for elevation variation.

When the same building plan is repeated two or more times on a block face, variation in architectural elevation is required. At least two of the following options must be used.

- Change in color palette
- Change in materials (ie. board & batten vs shiplap, brick-clad chimney vs siding-clad chimney)
- Change in porch details, including posts, railing, rafter tails, roof configuration, or other details
- Change in window details such as trim or muntin configuration
- Change in picket fence styles

Openings

The existing standards for windows left applicants unsure what elements were required to be "pre-approved" as stated in the code. Staff recommends adding the following regulations to ensure that windows are appropriate to the style and scale of the building and that they are configured in a way reflective of traditional design.

Doors and windows that operate as horizontal sliders are prohibited on street-facing facades except on balconies where the use of sliding doors may provide for better utilization of floor space. Permissible window operation types include single- and double-hung, casement, awning and pivot



Windows shall be of consistent style and muntin configuration for each unit plan.

Window trim shall not be a picture frame configuration, and shall include a combination of sill and cap as appropriate to the style.

Ganged windows shall include spacer bars between each window.

Windows of the same configuration on a single elevation shall be consistent in size and aligned horizontally or vertically.

Green Standards

Standards for paint VOC content and interior window covering color listed in this section are not standards that Community Development is interested in enforcing, and the requirement for shading over windows lacks the flexibility to address a variety of architectural styles. The following changes are proposed.

Over windows, moderate overhangs or shutters shall be used in South-facing facades and wider overhangs, or shutters, and/or vertical louvers on East or West facing facades. Exceptions may be permitted where no historical precedent exists in the selected architectural style for window overhangs or shutters.

~~Interior Window Coverings shall be white.~~

~~Paints shall have low VOC emissions.~~

Planning Commission Discussion: The Planning Commission considered the proposed amendment on February 13, 2024. Commissioners asked clarifying questions about the meaning of design terms, porch design, how the standards would be enforced during construction, and what building elements are eligible to encroach in setbacks.

Staff responded that the standards would be enforced by inspection by both planning staff and building inspectors. Second, encroachments are defined in the amendments to the plan (described in the first section under Discussion above), including categories of encroaching building elements and varying maximum encroachment distances by category.

Alternatives:

Deny the proposed amendments to the Westfields Central New Neighborhood Plan.
Continue the proposed amendments for further discussion.

Fiscal Impact:



These additional design standards can be reviewed and enforced through the existing design review and inspection process without additional burden on staff time or department resources.

Attachments:

1. Proposed amendments to the Westfields Central New Neighborhood Plan
2. Planning Commission Staff Report



Attachment 1: Proposed amendments to the Westfields Central New Neighborhood Plan

ORDINANCE NO. ____-2024

AN ORDINANCE AMENDING SPRINGVILLE CODE TITLE 11 CHAPTER 5A ARTICLE 101 TO AMEND THE WESTFIELDS CENTRAL NEW NEIGHBORHOOD PLAN TO CLARIFY SETBACK REQUIREMENTS AND ARCHITECTURAL STANDARDS.

WHEREAS the Springville City Development Code governs land use decisions within Springville City in fulfillment of the recommendations of the General Plan as well as the future vision of the City as established by the Mayor and Council; and

WHEREAS Springville City may, from time to time, examine the regulatory provisions of the zones within the Code and amend such provisions; and

WHEREAS the Planning Commission conducted a public hearing on February 13, 2024, reviewed the proposed amendments, and has recommended favorably of the amendments; and

WHEREAS the City Council held a properly noticed public meeting on March 5, 2024, to consider amendments to Springville Code Title 11 Chapter 4 Article 707 Location Requirements, attached as Exhibit A,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Springville, Utah, that:

Section 1: The amendments to Springville Code Title 11 Chapter 5a Article 101 Westfields Central New Neighborhood Plan, attached as Exhibit A, are incorporated into this ordinance as if fully stated herein.

Section 2: This ordinance shall become effective upon adoption by the Springville City Council and publication as required by law.

ADOPTED by the City Council of Springville, Utah, on the 05th day of March 2024.

Matt Packard, Mayor

ATTEST:

Kim Crane, City Recorder

EXHIBIT A

Amendments to Springville Code Title 11 Chapter 4 Article 707 Location Requirements



**WESTFIELD CENTRAL
NEW NEIGHBORHOOD PLAN**



TRANSECT ZONE DESCRIPTIONS

Transect Zone Descriptions. This tables provides descriptions of the character of each Transect Zone.

T1



T-1 NATURAL

T-1 Natural Zone consists of lands approximating or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation.

General Character: Natural landscape with some agricultural use
Building Placement: Not applicable
Frontage Types: Not applicable
Typical Building: Not applicable
Type of Civic Space: Parks, Greenways

T2



T-2 RURAL PRESERVATION

T-2 Rural Preservation Zone consists of sparsely settled lands in open or cultivated states. These include woodland and agricultural land. Typical buildings are farmhouses, agricultural buildings, cabins, estates and manufactured housing.

General Character: Primarily agricultural with woodland and scattered buildings on large lots.
Building Placement: Deep Setbacks
Frontage Types: Not applicable
Typical Building: 1- to 2-Story
Type of Civic Space: Parks, Greenways

T3

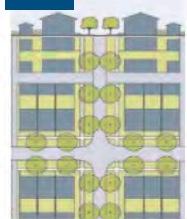


T-3 NEIGHBORHOOD RESIDENTIAL

T-3 Neighborhood Residential Zone consists of low density residential areas, adjacent to higher zones that have some mixed use. Home occupations and outbuildings are allowed. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the roads irregular to accommodate natural conditions.

General Character: Lawns and landscaped yards surrounding detached single-family houses; pedestrians occasionally
Building Placement: Large and variable front and side yard Setbacks
Frontage Types: Porches, fences, naturalistic tree planting
Typical Building: 1- to 2-Story with some 3-Story
Type of Civic Space: Parks, Greenways

T4

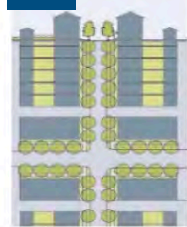


T-4 MIXED-USE / URBAN RESIDENTIAL

T-4 Mixed-Use / residential Zone consists of a mixed use but primarily residential urban fabric. It may have a wide range of building types. Setbacks and landscaping are variable. Streets with curbs and side-walks define medium-sized Blocks.

General Character: Mix of Houses, Townhouses and small Apartment buildings with scattered Commercial activity; balance between landscape and buildings; presence of pedestrians
Building Placement: Shallow to medium front and side yard Setbacks
Frontage Types: Porches, fences, Dooryards
Typical Building: 2- to 3-Story with a few taller Mixed Use buildings
Type of Civic Space: Squares, Greens

T5



T-5 URBAN CENTER / STROLLING DISTRICT

T-5 Urban Center / Strolling District Zone consists of higher density mixed use building that accommodate Retail, Offices, Row- houses and Apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks.

General Character: Shops mixed with Townhouses, larger Apartment houses, Offices, work place and Civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity
Building Placement: Shallow to medium Setbacks or none; buildings oriented to street
Frontage Types: Stoops, Shopfronts, Galleries
Typical Building: 2- to 5-Story with some variation
Type of Civic Space: Parks, Plazas, and Squares, median landscaping

SD SPECIAL DISTRICTS

Special District designations shall be assigned to areas that, by their intrinsic size, Function, or Configuration, cannot conform to the requirements of an infill or new neighborhood. Conditions of development for Special Districts shall be determined in public hearing of the City Council. Alternatively, the provisions of the Existing Local Codes shall remain applicable to Special Districts. Currently there are two Special Districts as follows:

SD-1 OFFICE / PRODUCTION DISTRICT

SD-1 Production / Business Zone consists of medium to large size structures adjacent to mixed-use and housing to transition in scale and massing in smaller increments. Primary facades fronting a street or public green but also includes campus groupings of buildings. Parking is generally to the rear or side Blocks may be large and the roads vary to accommodate trucks.

General Character: Office and production buildings in a campus setting; trees within the public right-of-way; substantial limited pedestrian activity
Building Placement: Shallow and medium Setbacks; buildings oriented to Forecourts, Galleries, Arcades
Frontage Types: 2- to 5-Story with some variation
Typical Building: 2- to 5-Story with some variation
Type of Civic Space: Parks, Plazas, and Squares, median landscaping

SD-2 INDUSTRIAL

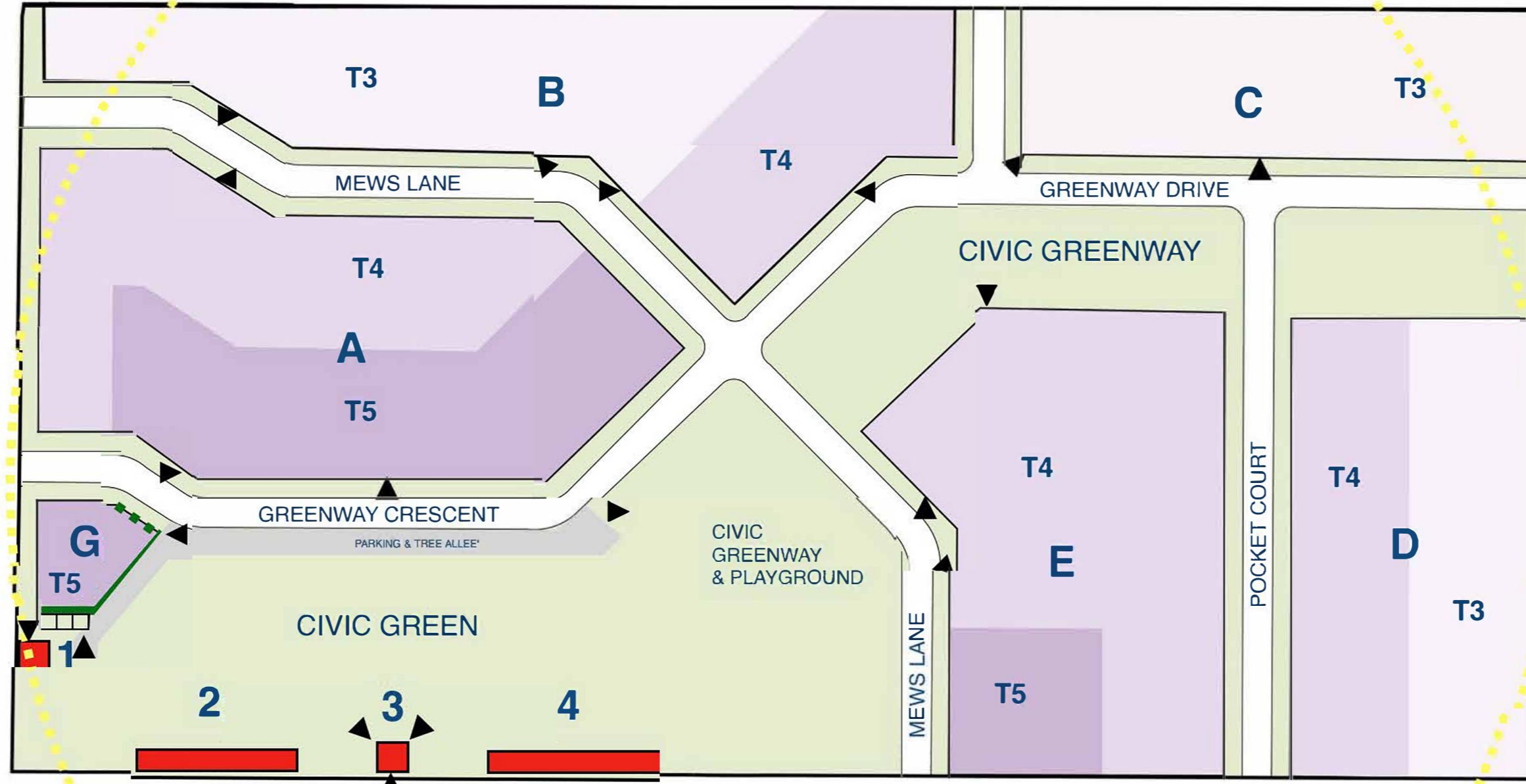
SD-2 Industrial Zone consists of heavy industry and manufacturing separated from other zones. Due to specific needs these are unregulated in form and rely on other necessary forms of regulation and approvals including life, safety, water, air standards.

General Character: large industrial and manufacturing related facilities.
Building Placement: Not applicable
Frontage Types: Not applicable
Typical Building: Not applicable
Height: Not applicable
Type of Civic Space: Not applicable

**TRANSECT ZONES & BUILDING TYPES KEY
(SEE SPECIFIC BUILDING TYPES FOR STANDARDS)**

| | | |
|----|-------|-------------------------------|
| T3 | H | H - HOUSE / ADU |
| T3 | C | C - COTTAGE / ADU |
| T3 | PH | PH - PAIR HOUSE / ADU |
| T3 | T | T - TOWNHOUSE / ADU |
| T3 | PC | PC - POCKET / COTTAGE COURT |
| T3 | TH-PU | TH-PU - TOWNHOUSE PARK-UNDER |
| T3 | 3THE | 3THE - 3-TOWNHOUSE ESTATE |
| T3 | SF | SF - STACKED FLAT |
| T3 | LH | LH - LOFT HOUSE |
| T3 | MH | MH - MEWS HOUSE |
| T3 | AH | AH - APARTMENT HOUSE |
| T3 | AB | AB - APARTMENT BUILDING MXB - |
| T3 | MXB | MIXED-USE BUILDING |
| T3 | CV | CV - ART / EDUCATION BUILDING |
| T4 | | |
| T5 | | |

- NOTES:**
- All Building Types shall provide parking from rear alleys screened from frontages on lots, and on-street parking along frontages.
 - Each block shall include a minimum of three (3) building types with the exception of G (1).
 - Each block shall have either a minimum of 18% of each building type for three building types, or a minimum of 15% of each building type for four buildings types.
 - A minimum of nine (9) building types shall be used for the entire project.
 - All thoroughfares and each civic space shall be defined by walks and continuous perimeter shade trees.
 - The maximum density for the Westfields Central Regulating Plan is 11du/gross acre.
 - Maximum height for all lot types shall not exceed 35 feet.
 - For all lot types excepting PC, AH, AB, and MXB, the rear setback for garages or surface parking stalls shall be ≤1', ≥20'



This plan shows the location of private property, public tracts, surface infrastructure, as well as the conceptual design of parks, other neighborhood amenities, and the ideal build-out of the site. This is used as the basis for the Regulating Plan.

Disclaimer: The information in this entire document is conceptual and subject to change. All information was compiled from unverified sources at various times and as reference information. All scale and dimensional information, charts, diagrams, and narrative descriptions are for graphic presentation only, are not legal representations, and are not intended for construction. All referenced parties assume no liability for its accuracy or state of completion, or for any decisions (requiring accuracy) which the user may make based on this information.

These drawings, ideas and designs are the property of Tom Low and Civic By Design. No part thereof shall be copied, disclosed to others, or used in connection with any work other than for the specific project for which they have been prepared without written consent.

The Client acknowledges that all construction and engineering drawings shall be prepared and certified by Client's architect and engineering consultants, and the Consultant shall have no responsibility therefore, or for the permitting and/or building of the Project, or any construction administration, code or regulatory compliance. The services of the Consultant hereunder are limited solely to planning and design matters to be incorporated into final plans, specifications and construction drawings by properly licensed professionals employed by the Client. The Client acknowledges that they have retained or will retain the services of architectural or engineering professionals to provide such services.

Any use of these documents by the Client, and/or the Client's representatives, shall indemnify and hold harmless the Consultant from all liability, claims, damages, costs and expenses including attorney's fees ("Claims"), incurred by, demanded or asserted against the Consultant by third parties as a result of the Consultant's participation in providing services to the Project. As part of said indemnification, the Client shall provide the Consultant, at the sole cost and expense of the Client, with experienced legal counsel to defend against any and all such claims.

TRANSECT ZONES

| | |
|----|---------------------------|
| T5 | T5 - NEIGHBORHOOD CENTER |
| T4 | T4 - NEIGHBORHOOD GENERAL |
| T3 | T3 - NEIGHBORHOOD EDGE |
| T2 | T2 - RURAL |
| T1 | T1 - NATURAL |

CIVIC SPACE RESERVES

| | |
|--------------------|------------------|
| Red Square | CIVIC BUILDING |
| Light Green Square | CIVIC SPACE |
| Light Grey Square | CIVIC PARKING |
| Dark Grey Square | SPECIAL DISTRICT |

REQUIREMENTS & DETAILS

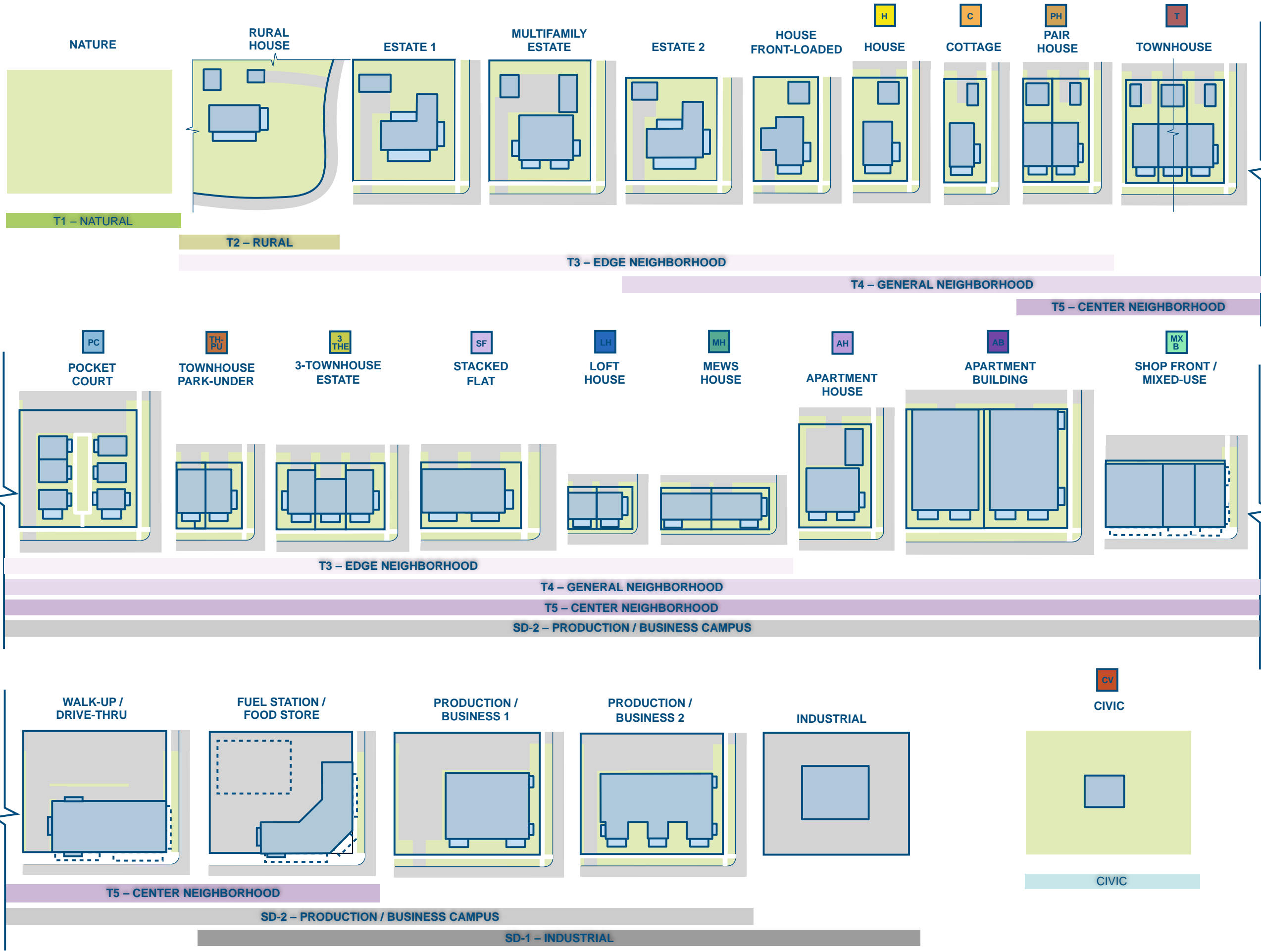
| | |
|----------------------|-------------------------------------|
| Green Line | REQUIRED SHOPFRONT |
| White Line | REQUIRED GALLERY |
| Dotted Line | RECOMMENDED SHOPFRONT |
| Black Arrow | TERMINATED VISTA |
| Yellow Dotted Circle | PEDESTRIAN SHED - 5-MINUTE WALK DIA |

UNIT MIX BY BLOCK

| Block | AB | AH | MH | LH | SF | TH | 3THE | PC | THPU | PH | C | H | MXB | Block Total |
|------------|----|----|----|----|----|----|------|----|------|----|----|---|-----|-------------|
| A | | 5 | 2 | | 1 | | 10 | | | 4 | | | | 22 |
| B | | | 5 | 9 | | 9 | | | 9 | 2 | 1 | 1 | | 36 |
| C | | | 4 | 3 | | 10 | | | | 1 | 4 | | | 22 |
| D | | | | 6 | 3 | | 6 | | 6 | 6 | | | | 27 |
| E | | | 4 | 13 | | | 6 | | 6 | 11 | | | | 40 |
| G | | | | | | | | | | | | | 1 | 1 |
| Lot Totals | 0 | 5 | 15 | 31 | 4 | 19 | 22 | 0 | 21 | 6 | 19 | 5 | 1 | 147 |

**TRANSECT ZONES & BUILDING TYPES KEY
(SEE SPECIFIC BUILDING TYPES FOR STANDARDS)**

- H - HOUSE / ADU
- C - COTTAGE / ADU
- PH - PAIR HOUSE / ADU
- T - TOWNHOUSE / ADU
- PC - POCKET / COTTAGE COURT
- TH-PU - TOWNHOUSE PARK-UNDER
- 3THE - 3-TOWNHOUSE ESTATE
- SF - STACKED FLAT
- LH - LOFT HOUSE
- MH - MEWS HOUSE
- AH - APARTMENT HOUSE
- AB - APARTMENT BUILDING MXB -
- MXB - MIXED-USE BUILDING
- CV - ART / EDUCATION BUILDING



HOUSE

H

T3

T4

HOUSE EXAMPLES

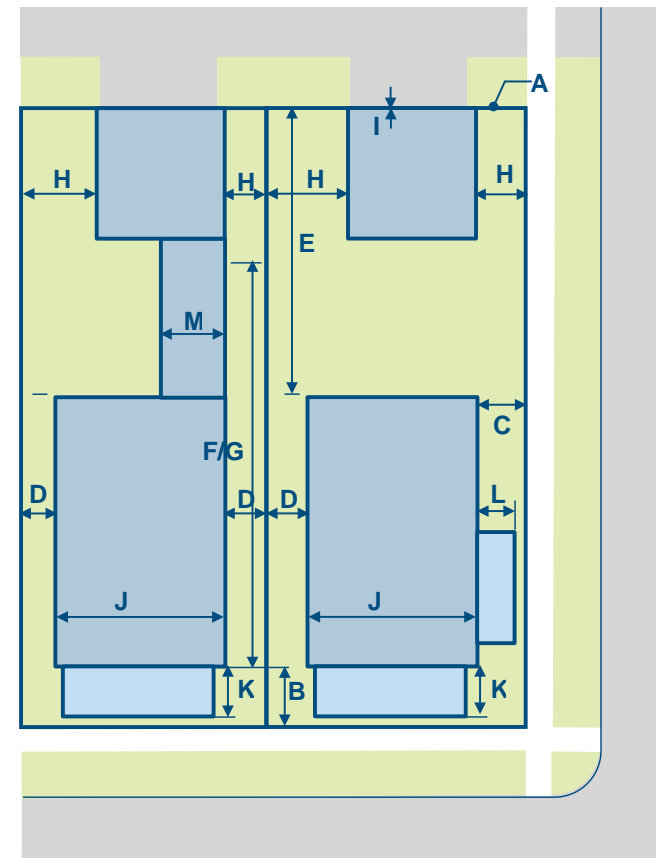


HOUSE

A House Type is a single-family residence on its own lot. For House types the primary facade faces a public street or a greenway where a porch and entry are prominent. Garages and/or parking is provided from a rear lane.

| | |
|-------------------------------------|-------------------------|
| Lot width x depth | 40' min. x 80' min. (A) |
| Setbacks | |
| Front | 15' min. (B) |
| Corner Side | 8' min. (C) |
| Side | 8' min. (D) |
| Rear | 35' min. (E) |
| Parking and Waste from Front Façade | 40' min. (F) |
| Accessory Buildings from Front | 40' min. (G) |
| Accessory Buildings Side | Align (H) |
| Accessory Buildings Rear | 0' min. (I) |
| Building Frontage at Setback | 30' min. (J) |
| Building Front Encroachments | 12' max. (K) |
| Building Side Encroachments | 5' max. (L) |
| Building Back Wing | 15' max. (M) |
| Height | |
| Principle Building | 3.5 Stories max. |
| First Floor Above Grade | 1.5' min. |
| Outbuilding | 2.5 Stories max. |

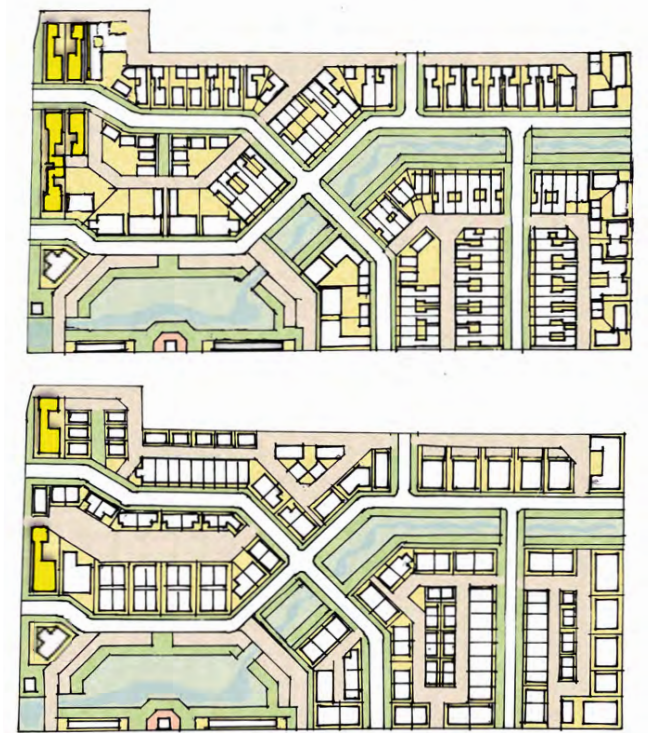
On corner lots, the open side of the building shall face the street side yard. The open side is the side elevation containing the recesses or breaks in the façade plane required by the maximum building back wing width, or created by other design elements.



Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

ILLUSTRATIVE PLANS



REGULATING PLAN

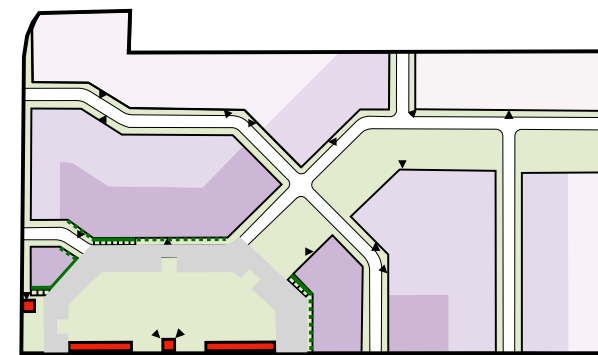


TABLE 3 - TYPE STANDARDS

C

T3

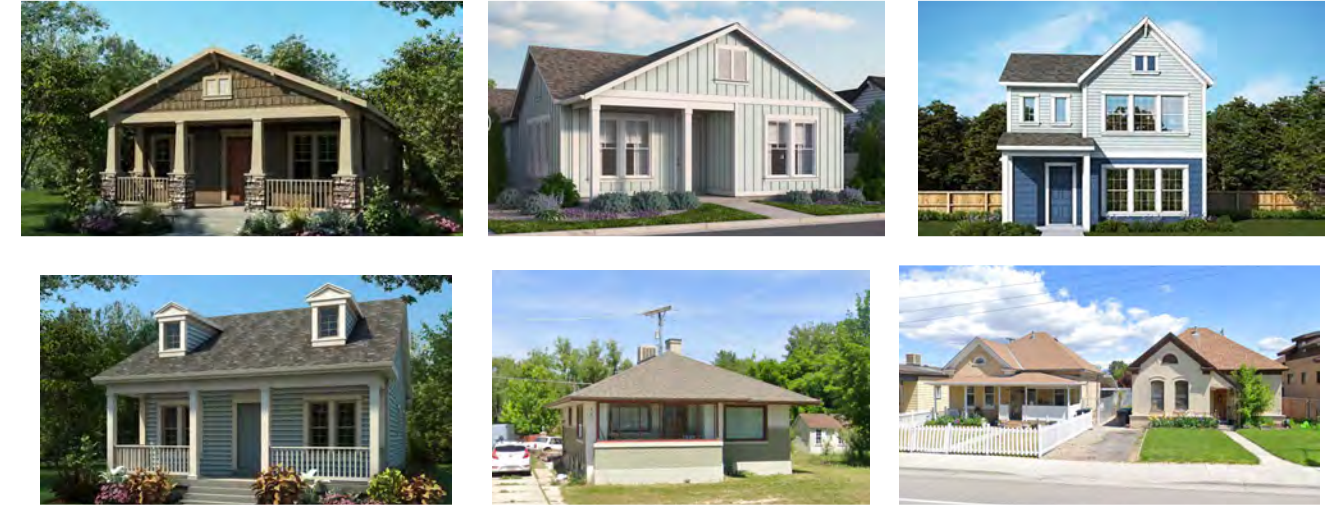
T4

COTTAGE

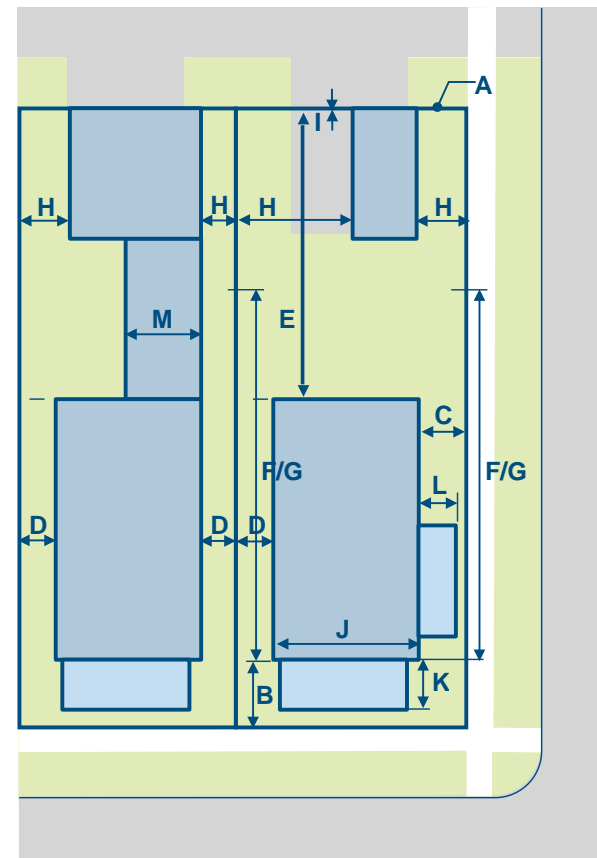
COTTAGE EXAMPLES

COTTAGE

A Cottage is a smaller single-family residence on its own lot. For Cottages garages and/or parking is required to be provided from a rear lane while the primary house front faces a public street or greenway.



| | |
|-------------------------------------|---|
| Lot width x depth | 30' min. x 65' min. (A) |
| Setbacks | |
| Front | 12' min. (B) |
| Corner Side | 8' min. (C) |
| Side | 5' min.; 3' min on interior side yards where the adjacent lot has an adjacent 5' min side setback and a reciprocal easement is in place (D) |
| Rear | 30' min. (E) |
| Parking and Waste from Front Façade | 28' min. (F) |
| Accessory Buildings from Front | 40' min. (G) |
| Accessory Buildings Side | Align (H) |
| Accessory Buildings Rear | 0' min. (I) |
| Building Frontage at Setback | 20' min. (J) |
| Building Front Encroachments | 10' max.(K) |
| Building Side Encroachments | 6' max. (L) |
| Building Back Wing | 15' max. (M) |
| Height | |
| Principle Building | 3.0 Stories max. |
| First Floor Above Grade | 1.5' min. |
| Outbuilding | 2.0 Stories max. |

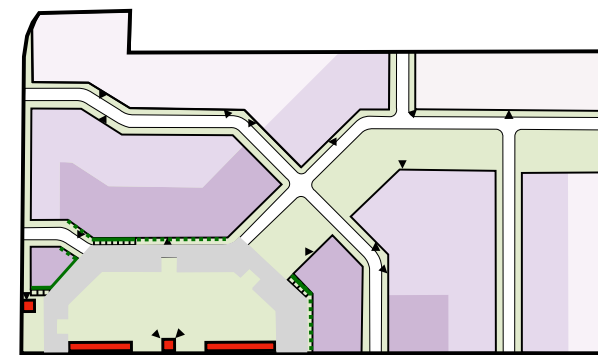


On corner lots, the open side of the building shall face the street side yard. The open side is the side elevation containing the recesses or breaks in the façade plane required by the maximum building back wing width, or created by other design elements.

Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

REGULATING PLAN



ILLUSTRATIVE PLAN

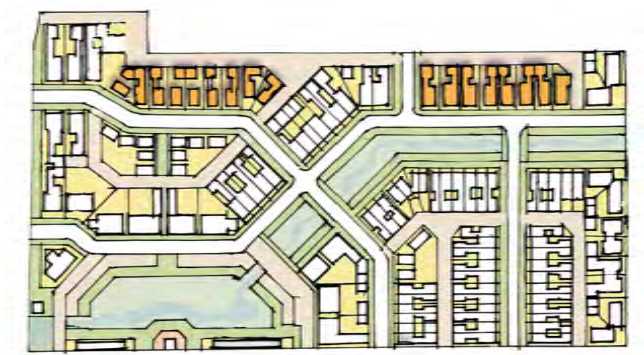


TABLE 3 - TYPE STANDARDS

PH

T3

T4

T5

PAIR HOUSE

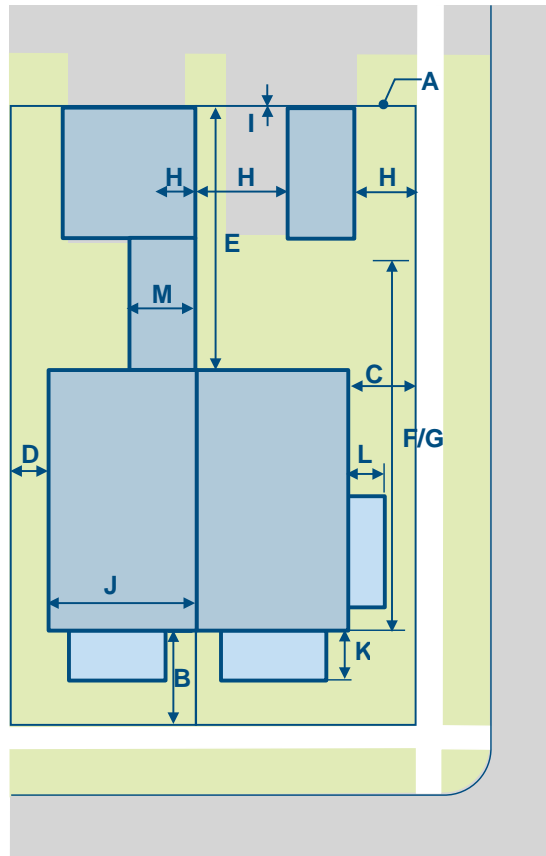
PAIR HOUSE

A Pair House is a single-family residence that shares a party wall with one other of the same type, each on their own lot. Garages, ADUs and/or parking is provided from the rear lane while the primary front faces a street or public greenway.

| | |
|-------------------------------------|-------------------------|
| Lot width x depth | 30' min. x 65' min. (A) |
| Setbacks | |
| Front | 15' min. (B) |
| Corner Side | 10' min. (C) |
| Side | 6' min. (D) |
| Rear | 30' min. (E) |
| Parking and Waste from Front Façade | 25' min. (F) |
| Accessory Buildings from Front | 40' min. (G) |
| Accessory Buildings Side | Align (H) |
| Accessory Buildings Rear | 0' min. (I) |
| Building Frontage at Setback | 20' min. (J) |
| Building Front Encroachments | 12' max. (K) |
| Building Side Encroachments | 6' max. (L) |
| Building Back Wing | 15' max. (M) |
| Height | |
| Principle Building | 2.5 Stories max. |
| First Floor Above Grade | 1.5' min. |
| Outbuilding | 2 Stories max. |

On corner lots, the open side of the building shall face the street side yard. The open side is the side elevation containing the recesses or breaks in the façade plane required by the maximum building back wing width, or created by other design elements.

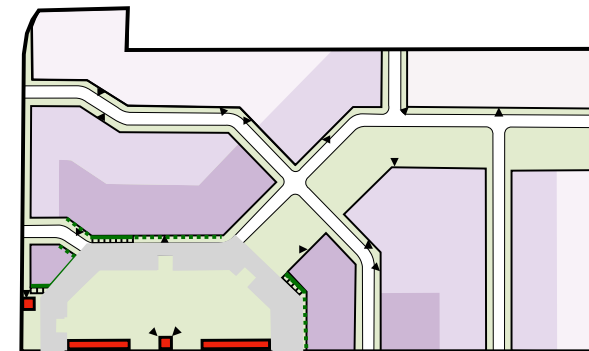
PAIR HOUSE EXAMPLES



Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

REGULATING PLAN



ILLUSTRATIVE PLAN

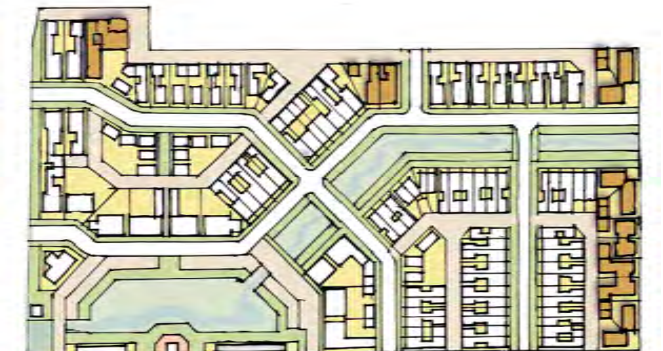


TABLE 3 - TYPE STANDARDS

TOWNHOUSE

TH

T3

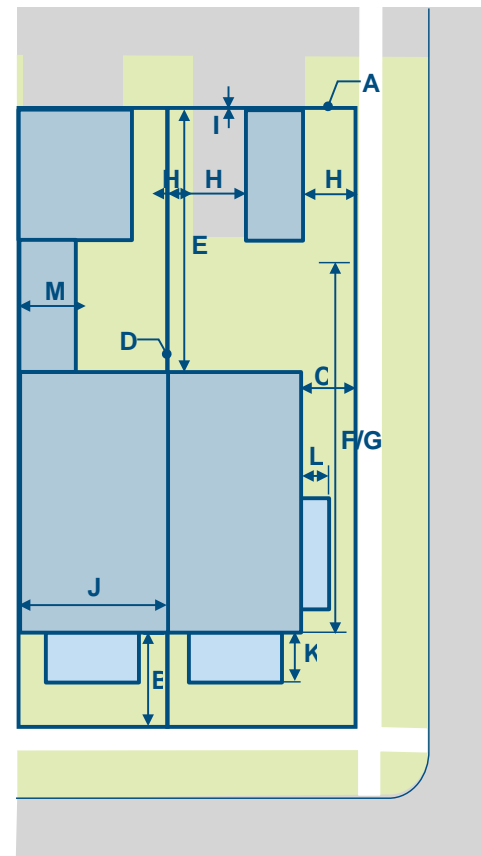
T4

T5

TOWNHOUSE

A Townhouse is a single-family residence that shares a party wall with another of the same type and occupies the full frontage line on its own lot. For Townhouses, garages, ADUs, and/or parking is provided from the rear lane frontages while the primary townhouse front faces a street or public greenway. Townhouses in the T-5 Neighborhood Center Strolling District are permitted to have ground floor mixed-use.

| | |
|---------------------------------------|-------------------------|
| Lot width x depth | 16' min. x 80' min. (A) |
| Setbacks | |
| Front | 10' min. (B) |
| Corner Side | 8' min. (C) |
| Adjoining Side | 0' min. (D) |
| Non-adjointing Side | 5' min. |
| Rear | 30' min. (E) |
| Parking and Waste from Front | 35' min. (F) |
| Façade Accessory Buildings from Front | 40' min. (G) |
| Accessory Buildings Side | Align. (H) |
| Accessory Buildings Rear | 0' min. (I) |
| Building Frontage at Setback | 100 %' max. (J) |
| Building Front Encroachments | 8' max.(K) |
| Building Side Encroachments | 6' max. (L) |
| Building Back Wing | 15' max. (M) |
| Height | |
| Principle Building | 3.5 Stories max. |
| First Floor Above Grade | 1.5' min. |
| Outbuilding | 2.5 Stories max. |



On corner lots, the open side of the building shall face the street side yard. The open side is the side elevation containing the recesses or breaks in the façade plane required by the maximum building back wing width, or created by other design elements.

Adjoining side setbacks apply only where two of the same lot types directly abut each other without any intervening pedestrian way or alley. Loft and Mews types may abut using the adjoining setback.

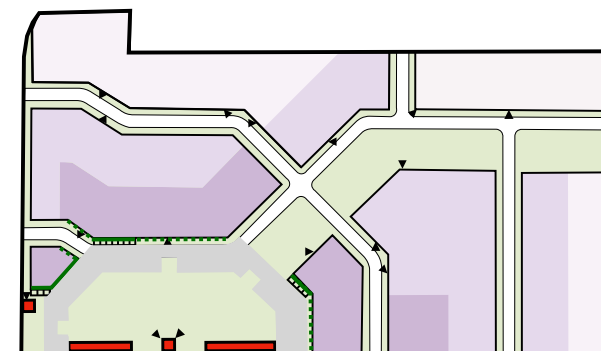
Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

TOWNHOUSE EXAMPLES



REGULATING PLAN



ILLUSTRATIVE PLAN

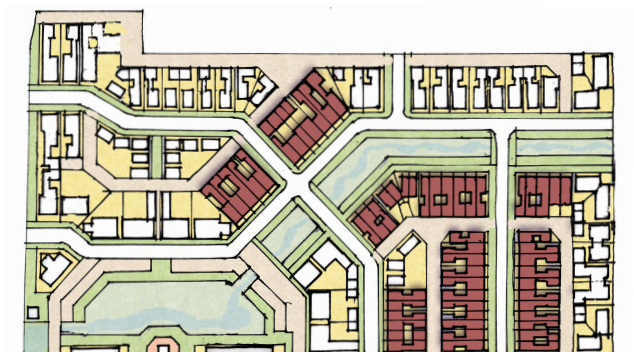


TABLE 3 - TYPE STANDARDS

POCKET COURT

PC

T3

T4

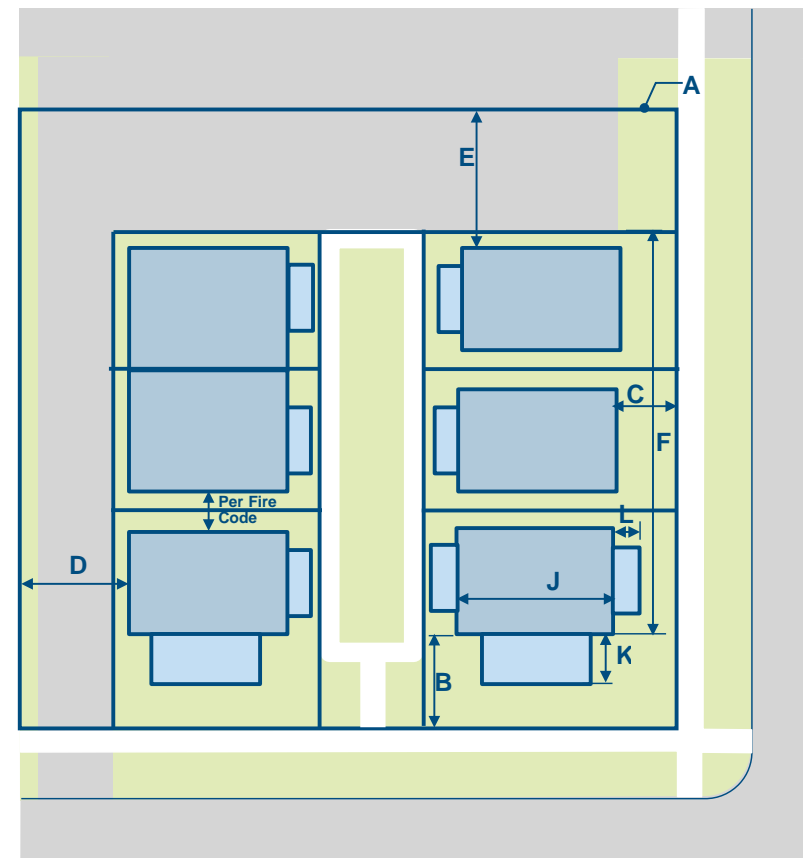
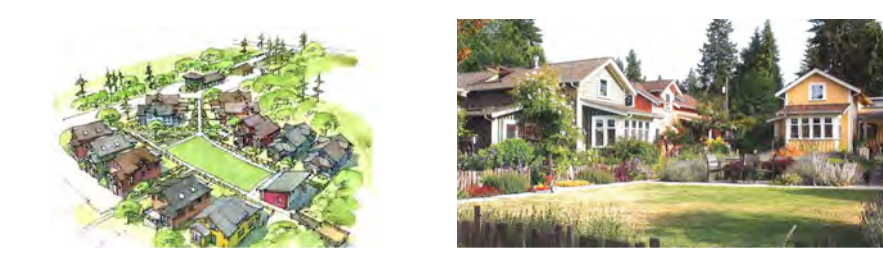
T5

POCKET COURT EXAMPLES

POCKET COURT

A Pocket Court are permitted with up to 12 units. Pocket Courts permit units that do not front a public vehicular right-of-way. Attached and detached houses can be grouped in pedestrian courts facing a mews, small common, green or garden, shared through an owners' association. A pocket court is often, but not always, arranged in a U-shape. The units are separated from the common area only by a sidewalk, path or other non-vehicular way. Parking is from rear lanes or alleys in attached or detached garages or open parking in a central location.

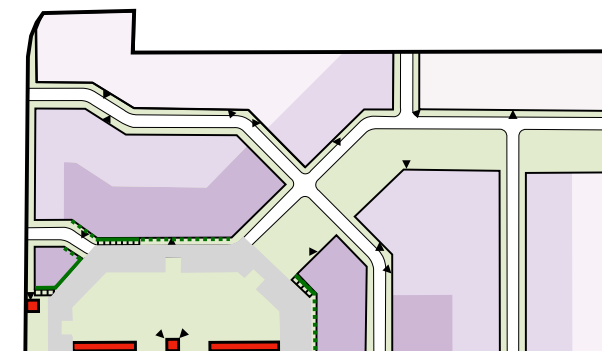
| | |
|-------------------------------------|-------------------------|
| Lot width x depth (may rotate) | 24' min. x 35' min. (A) |
| Setbacks | |
| Front | 5' min. (B) |
| Corner Side | 10' min. (C) |
| Side | 5' min. (D) |
| Rear | 20' min. (E) |
| Parking and Waste from Front Façade | 20' min. (F) |
| Building Frontage at Setback | 80 % max. (J) |
| Building Front Encroachments | 5' max. (K) |
| Building Side Encroachments | 5' max. (L) |
| Height | |
| Principle Building | 2.5 Stories max. |
| First Floor Above Grade | 1.5' min. |



Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

REGULATING PLAN



ILLUSTRATIVE PLANS

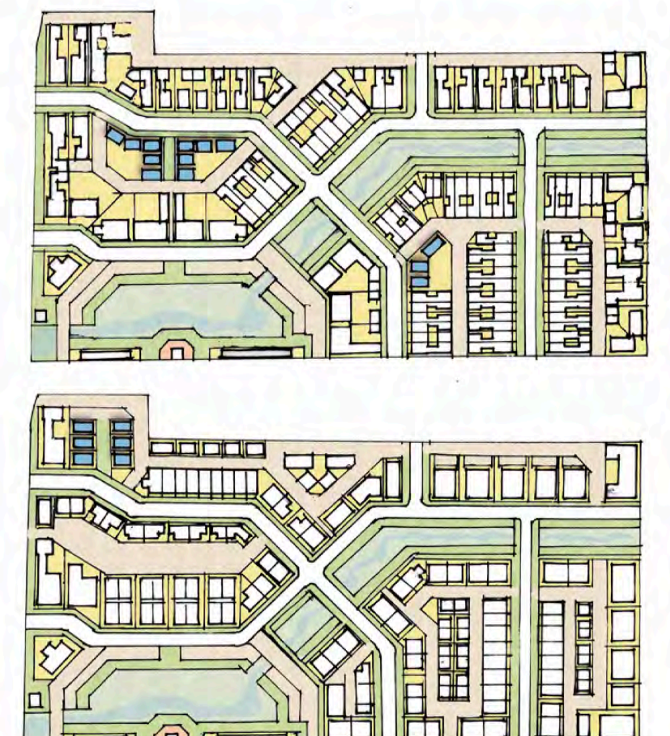


TABLE 3 - TYPE STANDARDS

TOWNHOUSE PARK-UNDER

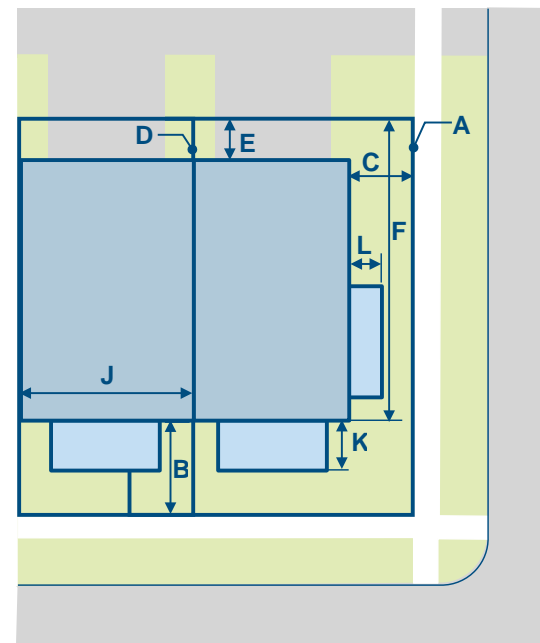
- THPU
- T3
- T4
- T5

TOWNHOUSE PARK-UNDER

A Townhouse is a single-family residence that shares a party wall with another of the same type and occupies the full frontage line on its own lot. For Townhouse Park-Under types, garages, and/or parking is provided under the townhouse from the rear lane frontages while the primary townhouse front faces a street or public greenway. Townhouses in the T-5 Neighborhood Center Strolling District are permitted to have ground floor mixed-use.

| | |
|-------------------------------------|-----------------------------------|
| Lot width x depth | 27.5' min. per lot x 50' min. (A) |
| Setbacks | |
| Front | 10' min. (B) |
| Corner Side | 8' min. (C) |
| Adjoining Side | 0' min. (D) |
| Non-adjoining Side | 5' min. |
| Rear | <1, ≥20' min. (E) |
| Parking and Waste from Front Façade | 12' min. (F) |
| Building Frontage at Setback | 100 %' max. (J) |
| Building Front Encroachments | 8' max.(K) |
| Building Side Encroachments | 6' max. (L) |
| Height | |
| Principle Building | 3.5 Stories max. 1.5' |
| First Floor Above Grade | min. |
| Outbuilding | 2.5 Stories max. |

TOWNHOUSE - PARK-UNDER EXAMPLES

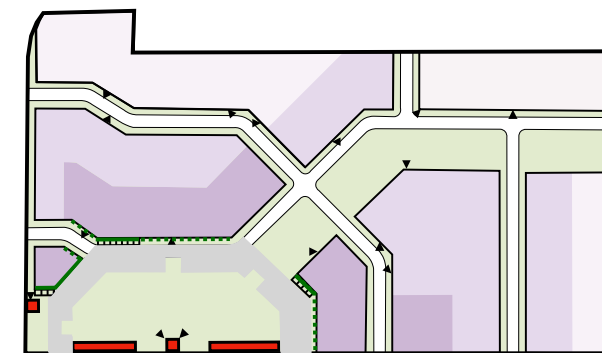


Adjoining side setbacks apply only where two of the same lot types directly abut each other without any intervening pedestrian way or alley. Loft and Mews types may abut using the adjoining setback.

Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

REGULATING PLAN



ILLUSTRATIVE PLAN

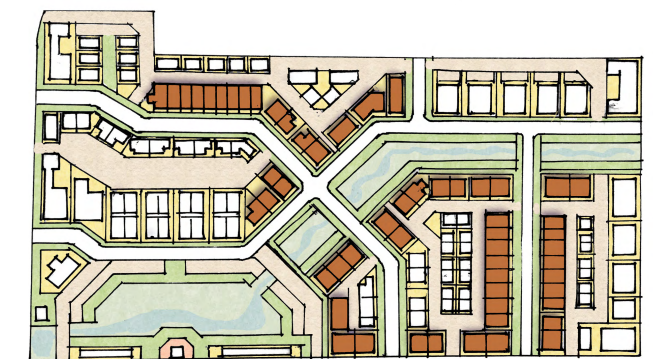


TABLE 3 - TYPE STANDARDS

STACKED-FLAT

SF

T3

T4

T5

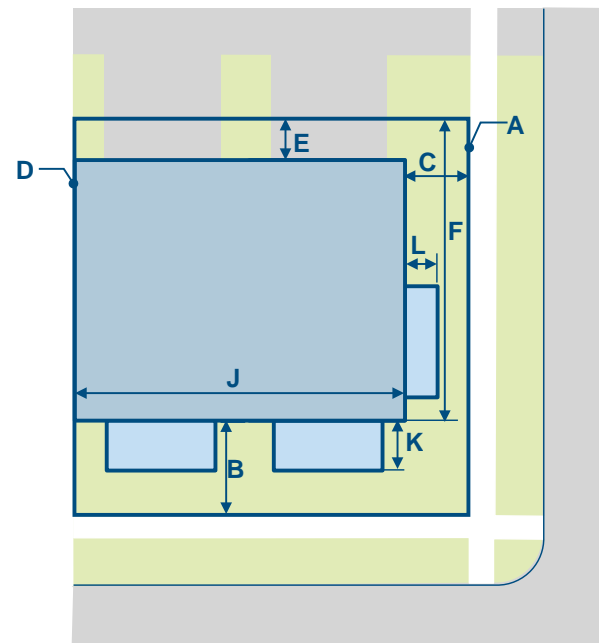
STACKED-FLAT EXAMPLES



STACKED-FLAT

A Stacked-Flat is a residence that is stacked vertically with other of the same type and occupies the full frontage line on a shared lot lot. For Staked-Flat types, garages, ADUs, and/or parking is provided under or behind the building accessed from the rear lane frontages while the front faces a street or public greenway. Stacked-Flats in the T-5 Neighborhood Center Strolling District are permitted to have ground floor mixed-use.

| | |
|-------------------------------------|-------------------------|
| Lot width x depth | 60' min. x 50' min. (A) |
| Setbacks | |
| Front | 10' min. (B) |
| Corner Side | 8' min. (C) |
| Adjoining Side | 0' min. (D) |
| Non-adjointing Side | 5' min. |
| Rear | <1, ≥20' min.(E) |
| Parking and Waste from Front Façade | 12' min. (F) |
| Building Frontage at Setback | 80 % max. (J) |
| Building Front Encroachments | 8' max. (K) |
| Building Side Encroachments | 6' max. (L) |
| Height | |
| Principle Building | 3.5 Stories max. |
| First Floor Above Grade | 1.5' min. |
| Outbuilding | 2.5 Stories max. |

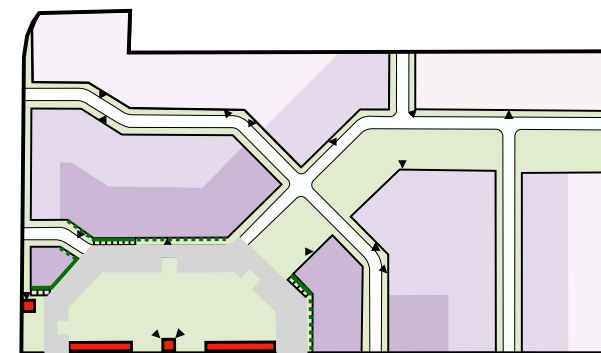


Adjoining side setbacks apply only where two of the same lot types directly abut each other without any intervening pedestrian way or alley. Loft and Mews types may abut using the adjoining setback.

Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

REGULATING PLAN



ILLUSTRATIVE PLAN

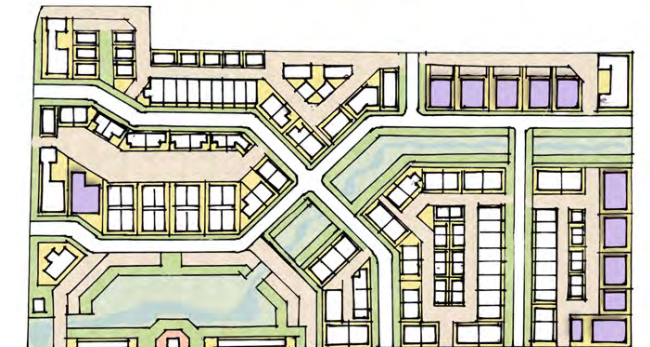


TABLE 3 - TYPE STANDARDS

3-TOWNHOUSE ESTATE

3THE

T3

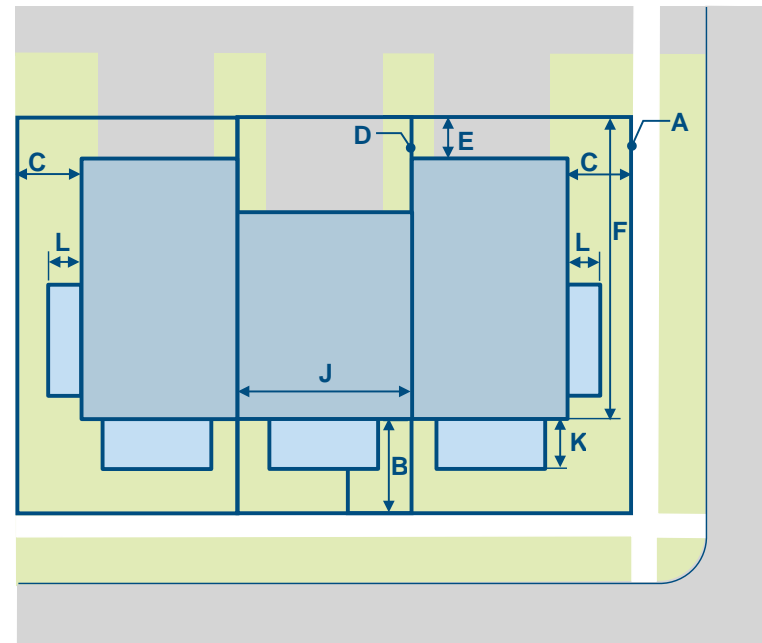
T4

T5

3-TOWNHOUSE ESTATE

A 3-Townhouse Estate is a single-family residence that shares a party wall with two other of the same type with the building and architectural massing of a large house or estate, and occupies the full frontage line on its own lot. For 3-Townhouse Estate types, garages, and/or parking is provided under the townhouse from the rear lane frontages while the primary townhouse front faces a street or public greenway. Townhouses in the T-5 Neighborhood Center Strolling District are permitted to have ground floor mixed-use.

| | | |
|-------------------------------------|--|-----|
| Lot width x depth | 27.5' min. per lot (90' min. total for each three-lot estate group) x 50' min. (A) | |
| Setbacks | | |
| Front | 10' min. | (B) |
| Corner Side | 8' min. | (C) |
| Adjoining Side | 0' min. | (D) |
| Rear | <1, ≥20' min. | (E) |
| Parking and Waste from Front Façade | 12' min. | (F) |
| Building Frontage at Setback | 100 %' max. | (J) |
| Building Front Encroachments | 8' max. | (K) |
| Building Side Encroachments | 6' max. | (L) |
| Height | | |
| Principle Building | 3.5 Stories max. | |
| First Floor Above Grade | 1.5' min. | |
| Outbuilding | 2.5 Stories max. | |



Building encroachments are defined as follows.

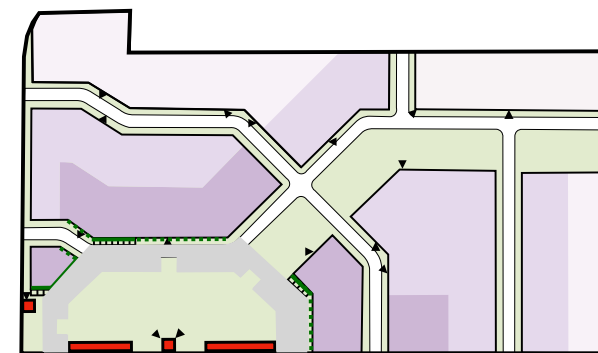
1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

3-TOWNHOUSE ESTATE EXAMPLES



Examples from Daybreak, Salt Lake City, Utah

REGULATING PLAN



ILLUSTRATIVE PLAN

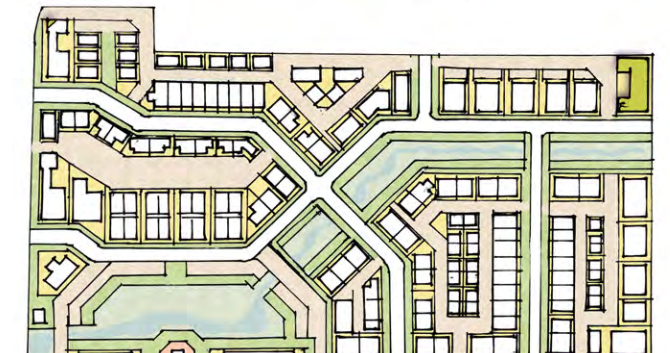


TABLE 3 - TYPE STANDARDS

LOFT

LH

T3

T4

T5

LOFT

A Loft is a single-family residence that is detached or shares a party wall with another of the same type and occupies the full frontage line on its own lot. For Loft types, garages, and/or parking is provided adjacent or under the townhouse from the rear lane frontages while the primary townhouse front faces a lane, street, or public greenway. Lofts in the T-5 Neighborhood Center Strolling District are permitted to have ground floor mixed-use.

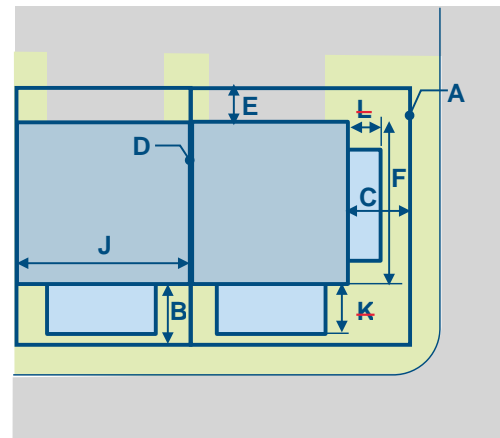
Lot width x depth 30' min. x 30' min. (A)

Setbacks

| | | |
|-------------------------------------|-----------|-----|
| Front | 0' min. | (B) |
| Corner Side | 0' min. | (C) |
| Adjoining Side | 0' min. | (D) |
| Non-adjointing Side | 5' min. | |
| Rear | 0' min. | (E) |
| Parking and Waste from Front Façade | In garage | (F) |
| Building Frontage at Setback | 90 % max. | (J) |

Height

| | |
|-------------------------|------------------|
| Principle Building | 3.5 Stories max. |
| First Floor Above Grade | 1.5' min. |
| Outbuilding | 2.5 Stories max. |

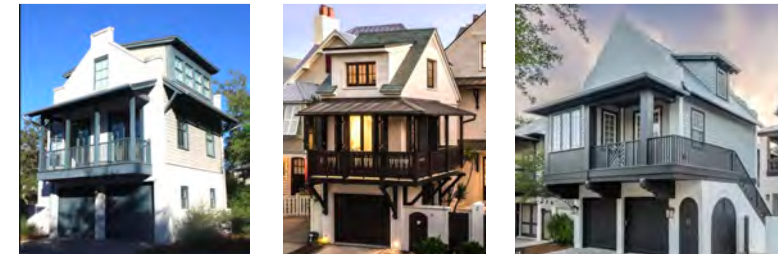


Adjoining side setbacks apply only where two of the same lot types directly abut each other without any intervening pedestrian way or alley. Loft and Mews types may abut using the adjoining setback.

Building encroachments are defined as follows.

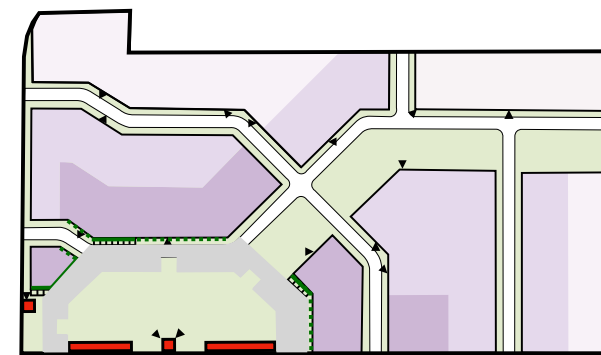
1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

LOFT EXAMPLES



Examples from Daybreak, Salt Lake City, Utah

REGULATING PLAN



ILLUSTRATIVE PLAN

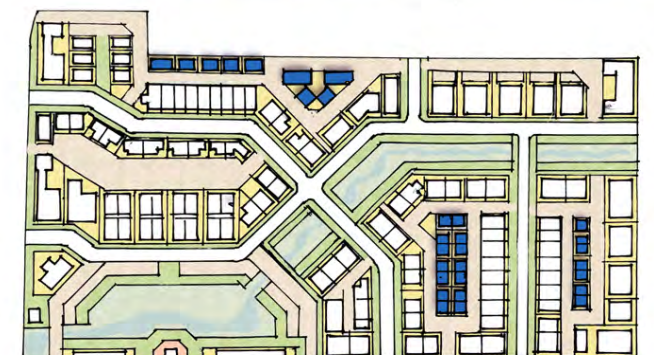


TABLE 3 - TYPE STANDARDS

MEWS HOUSE

MH

T3

T4

T5

MEWS HOUSE EXAMPLES

MEWS HOUSE

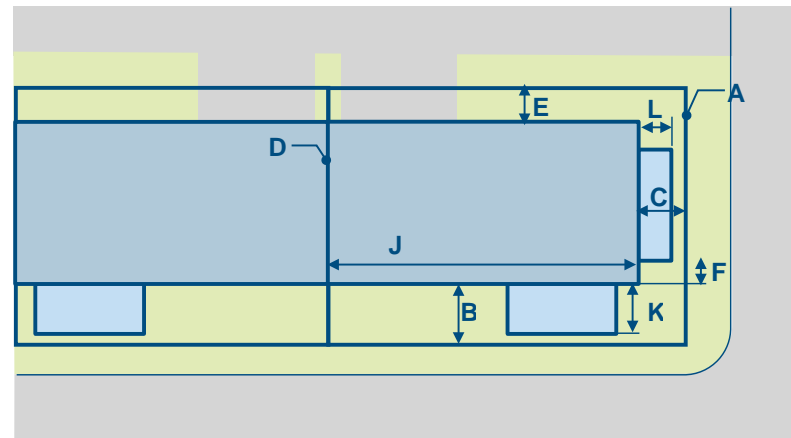
A Mews House is a single-family residence that is detached or shares a party wall with another of the same type and occupies the full frontage line on its own lot. Mews House types are generally wide and shallow. For Mews House types, garages, and/or parking is provided adjacent from the rear lane frontages screened from the frontage while the primary townhouse front faces a lane, street, or public greenway. Mews Houses in the T-5 Neighborhood Center Strolling District are permitted to have ground floor mixed-use.

Setbacks

| | | |
|-------------------------------------|-----------|-----|
| Front | 0' min. | (B) |
| Corner Side | 5' min. | (C) |
| Adjoining Side | 0' min. | (D) |
| Non-adjoining Side | 5' min. | |
| Rear | 0' min. | (E) |
| Parking and Waste from Front Façade | Screened | (F) |
| Building Frontage at Setback | 90 % max. | (J) |
| Building Front Encroachments | 8' max. | (K) |
| Building Side Encroachments | 6' max. | (L) |

Height

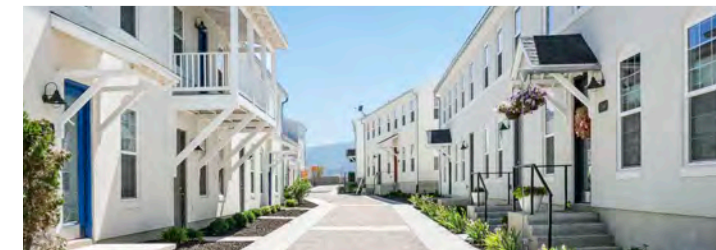
| | |
|---|------------------|
| Principle Building | 3.5 Stories max. |
| Principle Building when located adjacent to east project boundary | 2 Stories max. |
| First Floor Above Grade | 1.5' min. |
| Outbuilding | 2.5 Stories max. |



Adjoining side setbacks apply only where two of the same lot types directly abut each other without any intervening pedestrian way or alley. Loft and Mews types may abut using the adjoining setback.

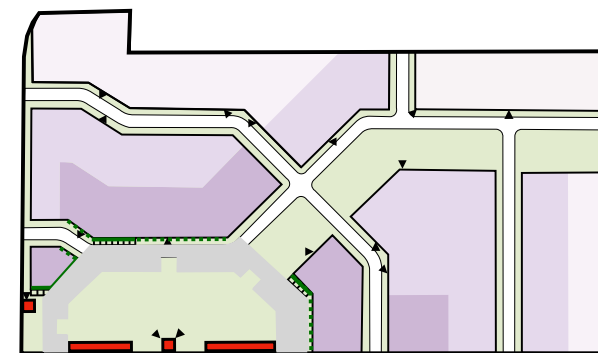
Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.



Examples from Daybreak, Salt Lake City, Utah

REGULATING PLAN



ILLUSTRATIVE PLAN

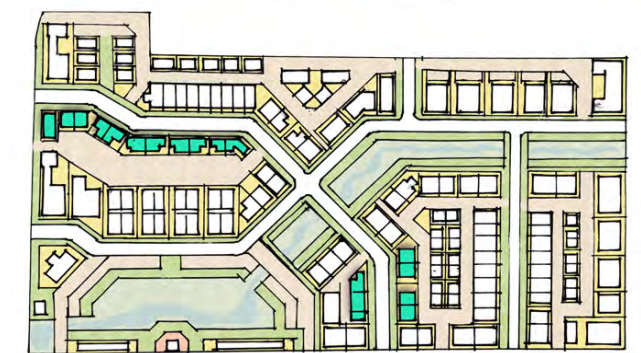


TABLE 3 - TYPE STANDARDS

APARTMENT HOUSE

AH

T4

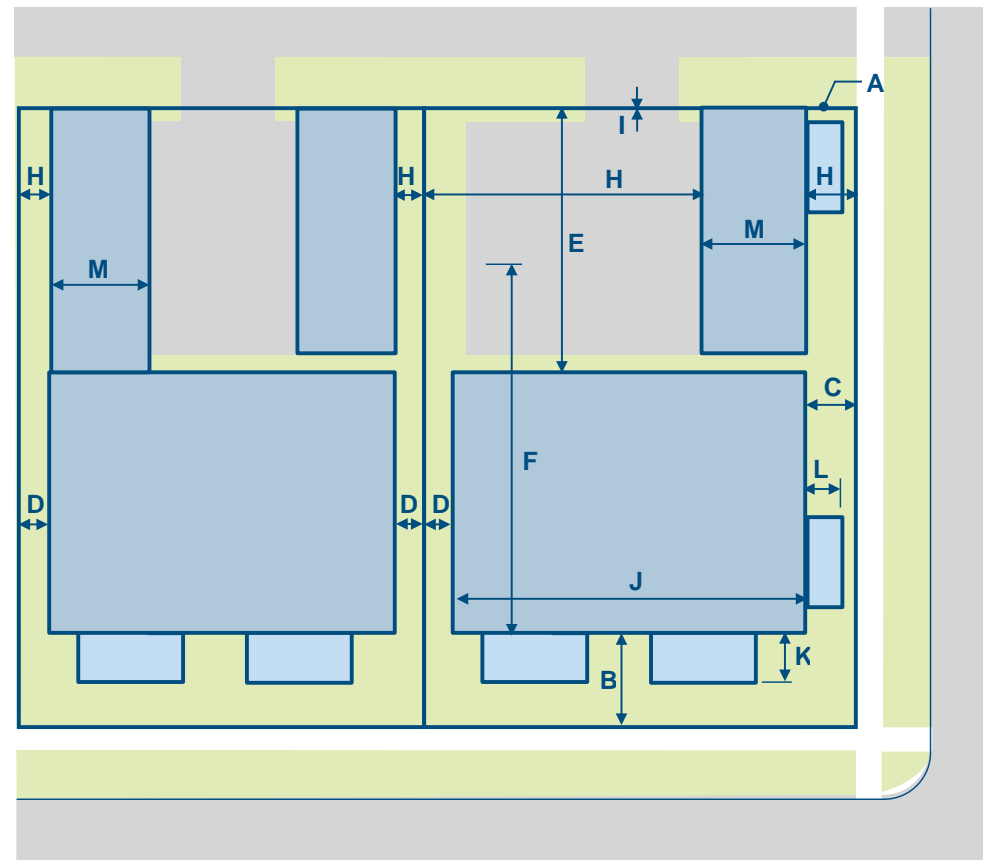
T5

APARTMENT HOUSE

An Apartment House is a multi-family residence with up to 8 units that is similar in scale, massing, and character with a large single-family house and intended to be compatible in form and adjacency. For Apartment Houses, garages, ADUs and/or parking is provided from the street and lane frontages while the primary front faces a street or public greenway. Apartment Houses in the T-5 Neighborhood Center Strolling District are required or permitted to have ground floor mixed-use and galleries.

| | | |
|-------------------------------------|--------------------------|-----|
| Lot width x depth | 72' min. x 100' min. (A) | |
| Setbacks | | |
| Front | 12' min. | (B) |
| Corner Side | 6' min. | (C) |
| Side | 8' min. | (D) |
| Rear | 30' min. | (E) |
| Parking and Waste from Front Façade | 45' min. | (F) |
| Accessory Buildings from Front | 60' min. | (G) |
| Accessory Buildings Side | Align | (H) |
| Accessory Buildings Rear | 0' min. | (I) |
| Building Frontage at Setback | 90 % max. | (J) |
| Building Front Encroachments | 10' max. | (K) |
| Building Side Encroachments | 6' max. | (L) |
| Height | | |
| Principle Building | 3.5 Stories max. | |
| First Floor Above Grade | 1.5' min. | |
| Outbuilding | 2.5 Stories max. | |

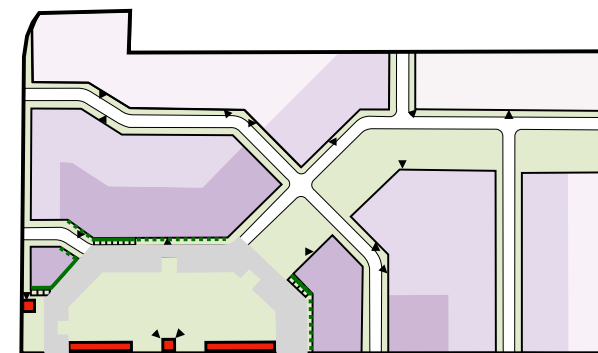
APARTMENT HOUSE EXAMPLES



Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

REGULATING PLAN



ILLUSTRATIVE PLAN



TABLE 3 - TYPE STANDARDS

AB

T5

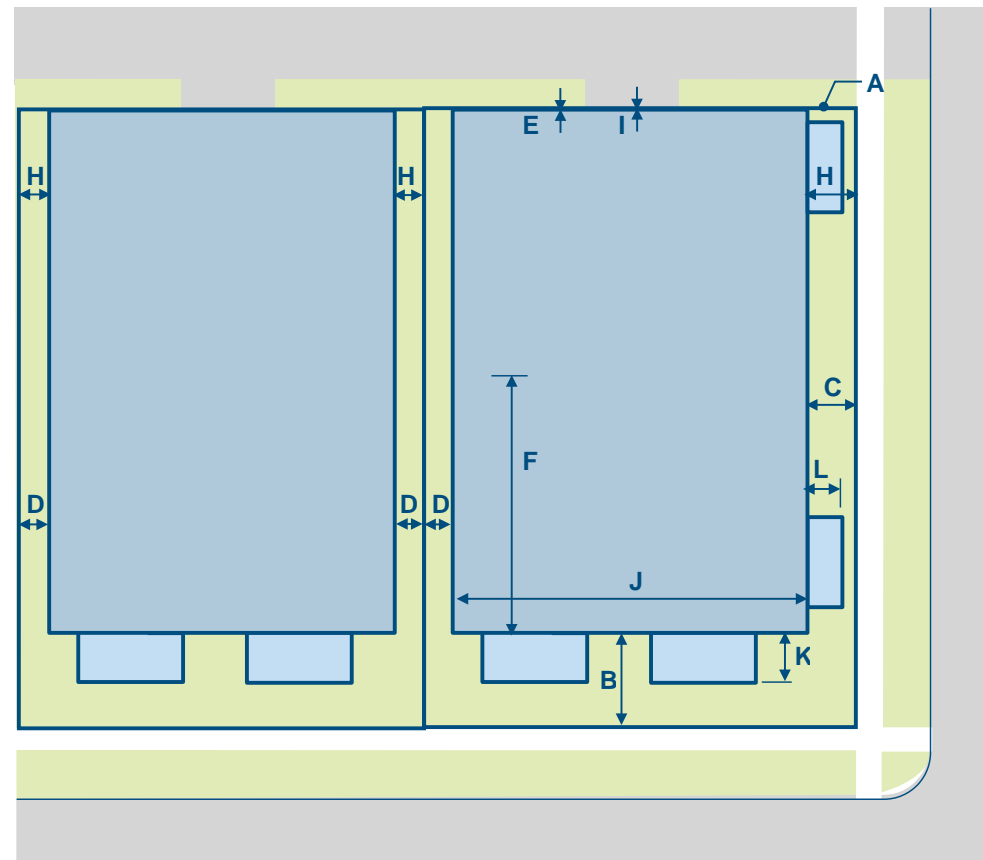
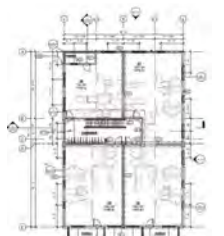
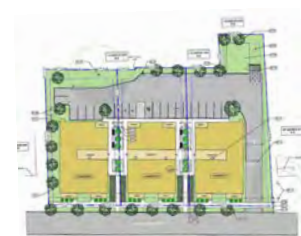
APARTMENT BUILDING

APARTMENT BUILDING EXAMPLES

APARTMENT BUILDING

An Apartment House is a multi-family residence with up to 16 units that is similar in scale, massing, and character with the frontage of an Apartment House and intended to be compatible in form and adjacency. For Apartment Buildings, garages, ADUs and/or parking is provided in a rear common parking area and/or park-under garages screened from the street while the primary front faces a street or public greenway. Apartment Buildings in the T-5 Neighborhood Center Strolling District are required or permitted to have ground floor mixed-use and galleries.

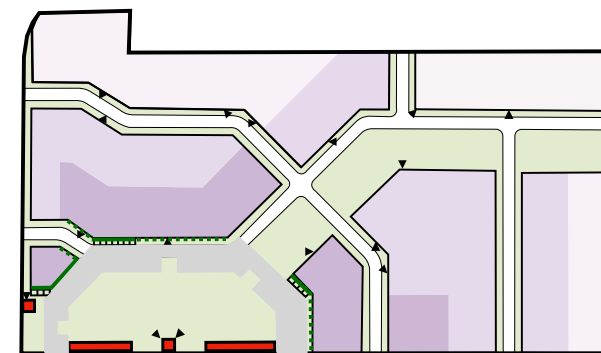
| | |
|-------------------------------------|---------------------------|
| Lot width x depth | 150' min. x 100' min. (A) |
| Setbacks | |
| Front | 12' min. (B) |
| Corner Side | 6' min. (C) |
| Side | 6' min. (D) |
| Rear | 0' min. (E) |
| Parking and Waste from Front Façade | 45' min. (F) |
| Accessory Buildings from Front | 60' min. (G) |
| Accessory Buildings Side | Align (H) |
| Accessory Buildings Rear | 0' min. (I) |
| Building Frontage at Setback | 90 % max. (J) |
| Building Front Encroachments | 10' max. (K) |
| Building Side Encroachments | 6' max. (L) |
| Height | |
| Principle Building | 3.5 Stories max. |
| First Floor Above Grade | 1.5' min. |
| Outbuilding | 2.5 Stories max. |



Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

REGULATING PLAN



ILLUSTRATIVE PLAN

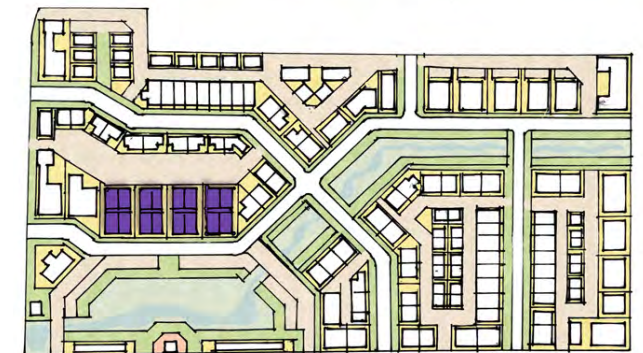


TABLE 3 - TYPE STANDARDS

SHOPFRONT / MIXED-USE

MXB

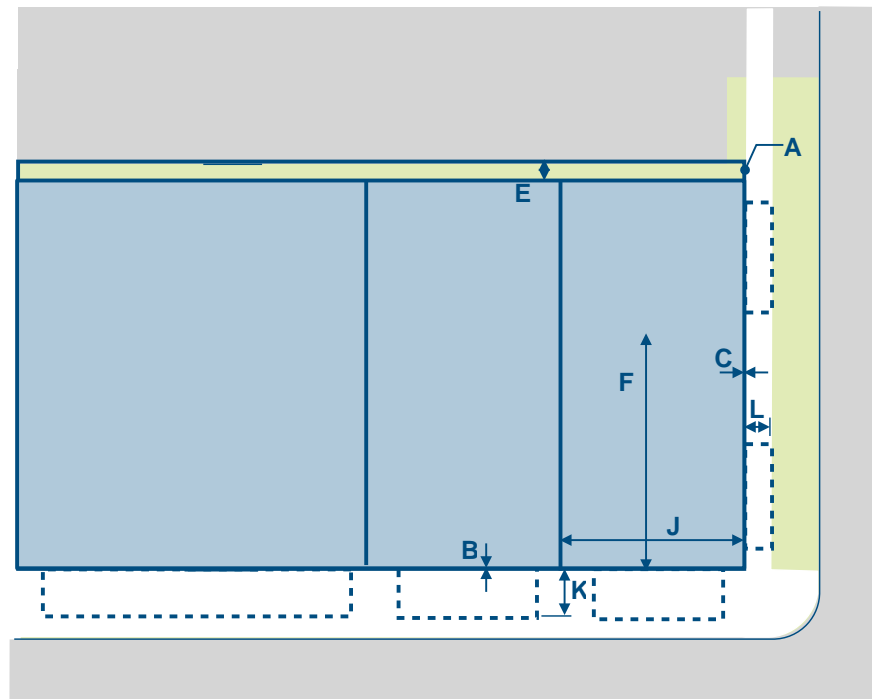
T4

T5

SHOPFRONT / MIXED USE

Shopfront and Mixed-Use Buildings are small to medium size traditional building types typically following the platting patterns of the historic main street. Ground level uses typically include retail shops, restaurants and cafes, and commercial. Upper level uses typically include residential and/or commercial uses. Ground level facades are detailed with inviting storefronts with abundant windows and canopies, balconies, and/or awnings above. Parking is provided on-street and in shared screened parking areas accessed from a rear alley while the primary front faces the street or public green space. Refer to the Regulating Plan for required and permitted retail and galleries.

| | |
|--|---|
| Lot width x depth | 12' min. x 40' min., maximum 2400 sf. (A) |
| Setbacks | |
| Front | 05' min. (B) |
| Corner Side | 05' min. (C) |
| Side | 0' min. (D) |
| Rear | 0' min. (E) |
| Parking and Waste from Front Façade | 20' min. (F) |
| Building Frontage at Setback | 80 % min. (J) |
| Building Front Encroachments Above 1st Level | 15' max. (K) |
| Building Side Encroachments Above 1st Level | 8' max. (L) |
| Height | |
| Principle Building | 3.5 Stories max. |
| First Floor Above Grade | 0' min. |



Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Balconies
3. Permanent or retractable awnings, and galleries.

The following uses are permitted in the Shopfront/ Mixed Use building type on block G. All other uses are prohibited.

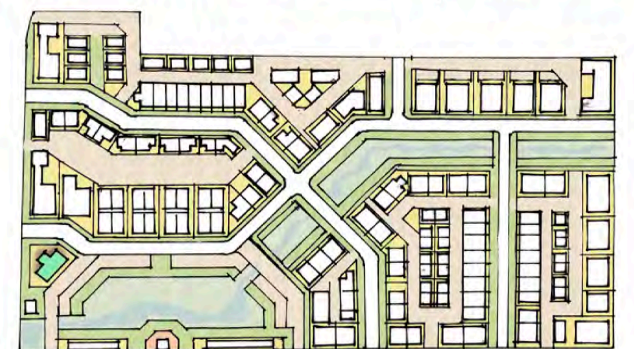
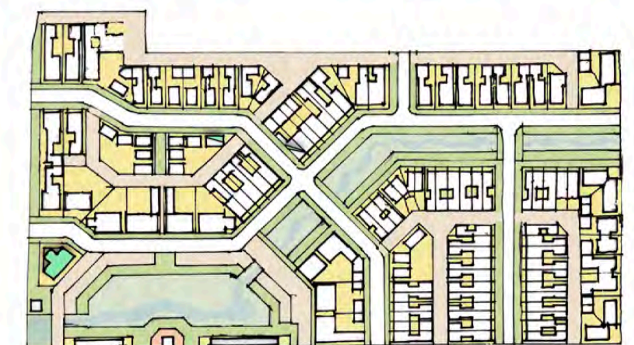
- Animal Grooming
- Laboratory (Medical or Dental)
- Office-General Business
- Office-Health Care Provider
- Personal Services
- Studio-Art, Dance, Music, Drama
- Antique or Collectable Shop
- General Retail Store
- Home Improvement & Garden Store (Completely indoors with no outdoor storage)
- Home Improvement & Garden Store (With outdoor display and storage)
- Print Shop
- Preschool, commercial
- Fast Food Establishment
- Restaurant/cafe
- Batting Cages
- Bowling Alley
- Dance Hall
- Recreational Facility-indoor
- Theater

SHOPFRONT/MIXED USE EXAMPLES



Examples from Daybreak, Salt Lake City, Utah

ILLUSTRATIVE PLANS



REGULATING PLAN

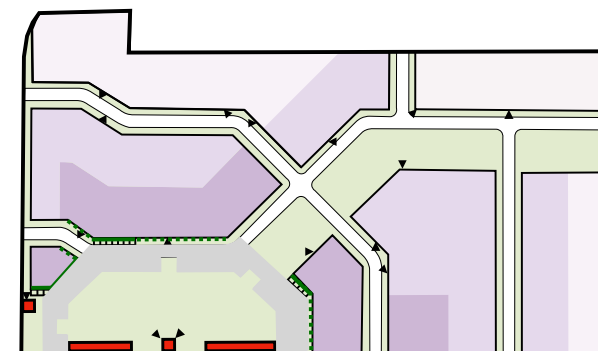


TABLE 3 - TYPE STANDARDS

INSTRUCTIONS

The Design of Westfield Central is grounded in Traditional Neighborhood Design (TND.) Design and development work shall meet the goals and criteria set forth within the Charter of Congress for New Urbanism and Canons of Sustainable Architecture and Urbanism.

While the intent is to direct the overall character of the community, it is meant to allow for designs that create a character that will preserve and enhance community quality of life.

The purpose of the Design Guidelines is to provide the direction for fulfilling Westfield Central's vision. The Guidelines are intended to provide a base line for the expected design quality, character, and detail to be achieved.

Exceptions shall be permitted by approval based on architectural merit.

The property owner is responsible to submit the required documentation to the Design Review Committee which is tasked with reviewing each submittal on a case-by-case basis. This process relies on complete documentation by the owners and an informed and impartial review committee.

WALLS

Walls shall be in brick, stucco, wood, or metal, fiber cement in lap, shiplap, drop, corrugated, 5-V, flat seam, standing seam, board and batten, and reverse board & batten.

Artificial wood textured siding surfaces shall be avoided. Masonry textured "fake" artificial (plastic or cementitious) panels shall be avoided.

Metal shall be 24-gauge or .040 aluminum.

Walls shall show no more than two materials above the foundation wall.

If materials change, material and color changes shall occur along a vertical line at interior (concave) corners, or along a horizontal line at a floor line or a gable end. ~~they shall change along a horizontal line, with the heavier materials shall be placed below the lighter materials.~~

Clapboard and Siding shall be painted or stained.

Arches and Piers shall be brick, stone, or stucco.

Posts shall be pressure treated wood, metal, douglas fir, and cedar.

Undercrofts shall be enclosed with horizontal wood boards, wood louvers, or brick.

Trim shall be highest grade lumber or fiber cement board, and shall be 3.5 inches to 6 inches in width at corners and around corners.

Wood, if visible, shall be painted or stained with an opaque stain, except walking surfaces, which may be left natural.

Stucco shall be cementitious with smooth sand finish.

ELEMENTS

Porches and Galleries shall have their columns, and posts made of wood, cast stone, fiberglass, or extruded aluminum, metal, and concrete.

Columns and posts shall be appropriate to the architectural style of the building.

Porches shall have square or vertically proportioned column spacing.

Porches shall have railings.

Railings shall be made of metal or wood.

Railings shall have horizontal top and bottom rails centered on the balusters. The openings between balusters shall not exceed 4 inches. Bottom rails shall be raised above the level of the floor.

Equipment including HVAC and utility meters shall be screened and located away from the primary entries.

ELEVATION VARIATION

When the same building plan is repeated two or more times on a block face, variation in architectural elevation is required. At least two of the following options must be used.

- Change in color palette
- Change in materials (ie. board & batten vs shiplap, brick-clad chimney vs siding-clad chimney)
- Change in porch details, including posts, railing, rafter tails, roof configuration, or other details
- Change in window details such as trim or muntin configuration
- Change in picket fence styles

ROOFS

Roofs shall be clad in galvanized metal corrugated, 5-V crimp, standing seam, or asphalt shingles.

Roof Penetrations, including vent stacks, shall be placed on the rear slope of the roof. Roof penetrations shall be finished to match the color of the roof.

Roof slope and configuration shall be pre-approved.

Gutters, Downspouts, and Projecting Drainpipes shall be made of galvanized metal, copper, or painted aluminum in white or same color as building.

Flashing shall be galvanized metal or copper.

Eaves shall be continuous.

Eave design shall be appropriate to the massing and architectural style of the building and be approved through the design review process. Gable end eave design shall consider the proportion of fascia trim width to eave projection.

For example, an 18-inch overhang may be appropriate if the architecture will be primarily wood frame and vernacular in character. Styles such as the prairie style and related craftsman expressions utilize broadly overhanging eaves on hipped roofs. Conversely, proper classical architecture and many period revival styles have tight eaves. Eaves are not used when the architecture style calls for flat roofs and parapets. The primary goal of this standard is to prevent builders from cheapening the appearance of traditional architecture by employing stunted overhangs.

Rafter Tails shall not exceed 6 inches in depth at the tip. Gutters shall be appropriate to the character of the architecture.

OPENINGS

Windows shall be pre-approved. Flush mounted windows shall not be permitted. Storm Windows and Screens, shall cover the entire window area. Shutters shall be operable, sized, and shaped to meet the associated openings.

Doors and windows that operate as horizontal sliders are prohibited on street-facing facades except on balconies where the use of sliding doors may provide for better utilization of floor space. Permissible window operation types include single- and double-hung, casement, awning and pivot

Windows shall be of consistent style and muntin configuration for each unit plan.

Window trim shall not be a picture frame configuration, and shall include a combination of sill and cap as appropriate to the style.

Ganged windows shall include spacer bars between each window.

Windows of the same configuration on a single elevation shall be consistent in size and aligned horizontally or vertically.

GREEN STANDARDS

Lots shall be disturbed as little as possible during construction. Natural drainage patterns shall be kept wherever feasible. Excavated soil shall be used for required contour line modifications and onsite backfill.

Material should be locally sourced when possible. If concrete is to be used for exterior walls, it is recommended to have a fly ash admixture.

Wood should when possible come from well-managed forests certified by the Forest Stewardship Council.

Use of Recycled Materials is encouraged.

Building Shape shall be rectangular to allow breezes in and provide natural cooling.

Landscaping shall use deciduous trees next to buildings to provide them with shade in summer and solar heating in winter.

Building Shading shall be used selectively to minimize unwanted solar heat gain in the summer and maximize heat gains in the winter.

Over windows, moderate overhangs or shutters shall be used in South-facing facades and wider overhangs, or shutters, and/or vertical louvers on East or West facing facades. Exceptions may be permitted where no historical precedent exists in the selected architectural style for window overhangs or shutters.

~~Interior Window Coverings shall be white.~~

Daylighting shall be accomplished through clear glass windows.

Cross ventilation shall be provided through narrow floor plans with large, operable windows, porches and breezes.

~~Paints shall have Low VOC emissions.~~

DISCLAIMER

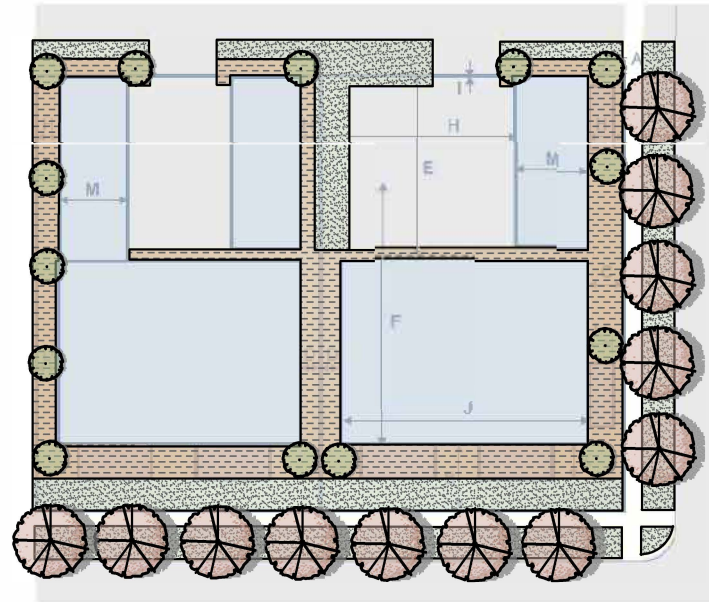
This plan shows the location of private property, public tracts, surface infrastructure, as well as the conceptual design of parks, other neighborhood amenities, and the ideal build-out of the site. This is used as the basis for the Regulating Plan.

Disclaimer: The information in this entire document is conceptual and subject to change. All information was compiled from unverified sources at various times and as reference information. All scale and dimensional information, charts, diagrams, and narrative descriptions are for graphic presentation only, are not legal representations, and are not intended for construction. All referenced parties assume no liability for its accuracy or state of completion, or for any decisions (requiring accuracy) which the user may make based on this information.

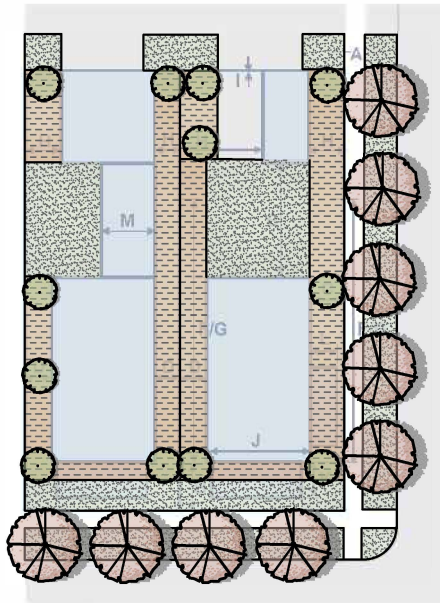
These drawings, ideas and designs are the property of Tom Low and Civic By Design. No part thereof shall be copied, disclosed to others, or used in connection with any work other than for the specific project for which they have been prepared without written consent.

The Client acknowledges that all construction and engineering drawings shall be prepared and certified by Client's architect and engineering consultants, and the Consultant shall have no responsibility therefore, or for the permitting and/or building of the Project, or any construction administration, code or regulatory compliance. The services of the Consultant hereunder are limited solely to planning and design matters to be incorporated into final plans, specifications and construction drawings by properly licensed professionals employed by the Client. The Client acknowledges that they have retained or will retain the services of architectural or engineering professionals to provide such services.

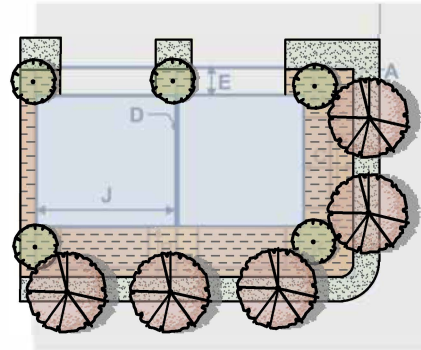
Any use of these documents by the Client, and/or the Client's representatives, shall indemnify and hold harmless the Consultant from all liability, claims, damages, costs and expenses including attorney's fees ("Claims"), incurred by, demanded or asserted against the Consultant by third parties as a result of the Consultant's participation in providing services to the Project. As part of said indemnification, the Client shall provide the Consultant, at the sole cost and expense of the Client, with experienced legal counsel to defend against any and all such claims.



APARTMENT HOUSE



COTTAGES



LOFT

PRELIMINARY SITE PLANS



Attachment 2: Planning Commission Staff Report



**PLANNING COMMISSION
STAFF REPORT**

Agenda Item 3
February 13, 2024

February 9, 2024

TO: Planning Commission Members

FROM: Josh Yost - Director

RE: **Springville Community Development requests amendments to the Westfields Central New Neighborhood Plan to clarify setback requirements and architectural standards.**

Petitioner: Springville Community Development

Summary of Issues

Do the proposed amendments maintain the intent of the Westfields Central New Neighborhood Plan?

Background

While reviewing architectural plans for the neighborhood, staff recognized several design elements and setback clarifications that need to be added to the new neighborhood plan. Secondly, the design review architect consistently made particular red-line comments on submitted plans that were not reflected in the code. Many of the proposed amendments to the architectural standards serve to codify the most common and essential recommendations.

Analysis

Proposed Amendments

Encroachments

The first proposed amendment is a clarification of building encroachments. Building encroachments are portions of a building that project over the minimum setback line into the required setback area. Staff proposes adding the following to each lot type.

Building encroachments are defined as follows.

1. Ordinary and customary projections such as sills, belt courses, cornices, eaves, roof overhangs, gutters, chimneys, flues, lintels, and solar appurtenances.
2. Unroofed and unwallled porches, stoops and steps, decks, and balconies
3. Roofed and unwallled patio coverings or roofs, permanent or retractable awnings
4. Bays and cantilevers may project up to two feet (2') into any required yard space, but shall not exceed twenty percent (20%) of any wall length.

This amendment eliminates confusion about the definition of encroachments and the regulations for different categories.

Interior Setbacks for Attached Units

The code currently regulates corner side and interior side setbacks for attached units such as townhomes, lofts, and mews houses. This has created confusion where a group of attached units ends on an interior side lot line next to another lot type. It doesn't make sense that a townhome next to a detached house could have a 0' side setback abutting the house lot. To remedy this confusion, staff proposes adding Adjoining Side and Non-adjointing Side setbacks to each attached unit lot type along with the following statement.

Adjoining side setbacks apply only where two of the same lot types directly abut each other without any intervening pedestrian way or alley. Loft and Mews types may abut using the adjoining setback.

Architectural Standards (p. 19-20)

Materials

The following changes are proposed to the material standards to clarify permitted materials and better guide the placement of materials on the building exterior.

Artificial wood textured siding surfaces shall be avoided. Masonry textured "fake" artificial (plastic or cementitious) panels shall be avoided.

If materials change, material and color changes shall occur along a vertical line at interior (concave) corners, or along a horizontal line at a floor line or a gable end. ~~they shall change along a horizontal line, with the H~~ heavier materials shall be placed below the lighter materials.

Stucco shall be cementitious with smooth sand finish.

Architectural Elements

Many porch designs have been proposed that combine incompatible elements, lack railings, or are not appropriate to the architectural style of the building. The following additions are proposed.

Columns and posts shall be appropriate to the architectural style of the building.

Porches shall have railings.

Elevation Variation

The Westfields Overlay contains standards for repeating the same building elevation on adjacent lots. The Westfields Central New Neighborhood Plan did not include such requirements because repetition is not inherently problematic. Borrowing a phrase from New Urbanist writer Robert Steuteville, "Nobody minds cookie cutter when the cookies are good." During the design review, we found that the code did not require the slight variation necessary to avoid monotonous streetscapes. Staff proposes the following requirements for elevation variation.

When the same building plan is repeated two or more times on a block face, variation in architectural elevation is required. At least two of the following options must be used.

- Change in color palette
- Change in materials (ie. board & batten vs shiplap, brick-clad chimney vs siding-clad chimney)
- Change in porch details, including posts, railing, rafter tails, roof configuration, or other details
- Change in window details such as trim or muntin configuration
- Change in picket fence styles

Openings

The existing standards for windows left applicants unsure what elements were required to be “pre-approved” as stated in the code. Staff recommends adding the following regulations to ensure that windows are appropriate to the style and scale of the building and that they are configured in a way reflective of traditional design.

Doors and windows that operate as horizontal sliders are prohibited on street-facing facades except on balconies where the use of sliding doors may provide for better utilization of floor space. Permissible window operation types include single- and double-hung, casement, awning and pivot

Windows shall be of consistent style and muntin configuration for each unit plan.

Window trim shall not be a picture frame configuration, and shall include a combination of sill and cap as appropriate to the style.

Ganged windows shall include spacer bars between each window.

Windows of the same configuration on a single elevation shall be consistent in size and aligned horizontally or vertically.

Green Standards

Standards for paint VOC content and interior window covering color listed in this section are not standards that Community Development is interested in enforcing, and the requirement for shading over windows lacks the flexibility to address a variety of architectural styles. The following changes are proposed.

Over windows, moderate overhangs or shutters shall be used in South-facing facades and wider overhangs, or shutters, and/or vertical louvers on East or West facing facades. Exceptions may be permitted where no historical precedent exists in the selected architectural style for window overhangs or shutters.

~~Interior Window Coverings shall be white.~~

~~Paints shall have Low VOC emissions.~~

Staff Recommendation

Staff finds that each of the proposed amendments clarifies the code's original intent or furthers the new neighborhood plan's purpose of providing diverse housing with high-quality design in the Westfields Central New Neighborhood.

Recommended Motion

Move to recommend approval of amendments to the Westfields Central New Neighborhood Plan to clarify setback requirements and architectural standards.

Attachments

Attachment 1: Proposed Amendments to the Westfields Central New Neighborhood Plan.

Attachment 1: Proposed Amendments to the Westfields Central New Neighborhood Plan.



STAFF REPORT

DATE: February 27, 2024

TO: Honorable Mayor and City Council

FROM: Carla Wiese, Planner II/Economic Development Specialist

SUBJECT: ETERNAL SPRING, LLC, REQUESTS AN AMENDMENT OF THE OFFICIAL ZONE MAP TO APPLY THE NEIGHBORHOOD COMMERCIAL (NC) ZONE TO THE ENTIRETY OF PARCEL 23:031:0089, LOCATED AT APPROXIMATELY 300 SOUTH 950 WEST.

Recommended Motion:

Recommend approval of an ordinance amending the Official Springville Zone Map to apply the Neighborhood Commercial (NC) Zone to the entirety of parcel 23:031:0089.

Executive Summary:

This report discusses the proposed zone map amendment to apply Neighborhood Commercial (NC) zoning to the entirety of parcel 23:031:0089. The parcel is currently zoned NC and R2 with the zoning split along the canal that runs through the property. Dual zoning is problematic for the current owner, and the extension of the residential zoning is inconsistent with the adjacent parcels. The alternatives would be to deny the proposed zone map amendment and maintain the dual zoning or to continue the discussion. The amendment was heard before the Planning Commission and the motion to recommend approval of the rezone to NC passed unanimously.

Focus of Action:

Is the proposed zone map amendment consistent with the General Plan?

Background:

When the parcel was purchased in 2016 by Eternal Spring, LLC, dual zoning existed on the property. Historical documentation to support a compelling argument for the two zones is unavailable.

Discussion:

The existing zoning is problematic for the current owner, as it makes the parcel's development difficult, either as residential or commercial. The extension of residential zoning is incongruent with the parcels to the east and west. The proximity to residential development is in line with the smaller market area (a mile to a mile and a half radius) that is typically associated with NC zoning, which is intended to provide commercial services that are utilized on a frequent basis.



The Planning Commission opened a public hearing where no one spoke to the proposed amendment. A motion was made and unanimously approved to recommend the amendment.

Alternatives:

- Approve the zone map amendment as submitted by the applicant and recommended by staff and the Planning Commission.
- Continue the discussion of the proposed amendment.
- Deny the proposed amendment.

Attachments:

Attachment1-Planning Commission Staff Report



Attachment 1

Planning Commission Staff Report

February 9, 2024

TO: Planning Commission Members

FROM: Carla Wiese, Planner II/Econ Dev Spec

RE: **Eternal Spring, LLC, requests an amendment of the Official Zone Map to apply the Neighborhood Commercial (NC) Zone to the entirety of parcel 23:031:0089, consisting of 2.04 acres and located at approximately 300 South 950 West.**

Petitioner: Eternal Spring, LLC
Greg Nield

Summary of Issues

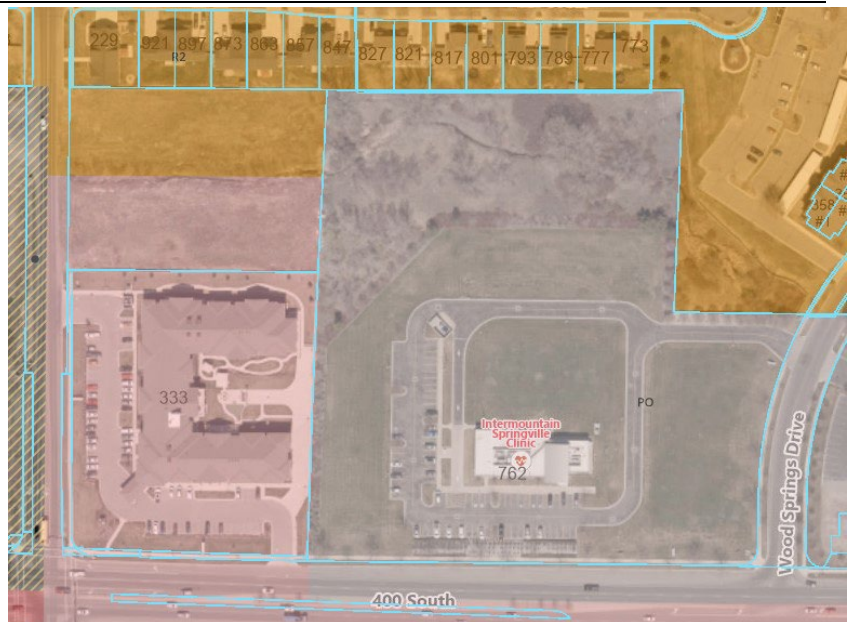
- Does the proposed request meet the requirements of the Springville City Code, particularly 11-7-1, Amendments to the Title and Zone Map?
- Does it maintain the intent of the Neighborhood Commercial Zone?

Background

The parcel was purchased in 2016 by Eternal Spring, LLC, with the two zones applied to the property.

Discussion

The two zones are separated by the canal that runs through the property, and it appears that the decision to use the canal as the point of differentiation was arbitrary. The history of this parcel with dual zoning has been hard to determine, and staff has not found any documentation to provide a compelling argument for dual zoning. Dual zoning is problematic for the current owner, and the extension of the residential is inconsistent with the adjacent parcels.



Neighborhood Commercial (NC) is intended to provide commercial services that are utilized on a frequent basis. The proximity to residential development is in line with the smaller market area (a mile to a mile and a half radius) that is typically associated with NC zoning.

Staff Recommendation

Staff finds that the proposed Zone Map Amendment maintains the intent of the Neighborhood Commercial (NC) zoning and that the requirements for development that are outlined in Title 11 Development Code will provide an adequate buffer for the existing residential properties.

Recommended Motion

Move to recommend rezoning of parcel 23:031:0089 in its entirety to Neighborhood Commercial (NC).

Attachments

1. Warranty Deed

Attachment 1: Warranty Deed

ORDINANCE NO. ____-2024

AN ORDINANCE AMENDING SPRINGVILLE CITY ZONING MAP TO APPLY THE NEIGHBORHOOD COMMERCIAL (NC) ZONE TO THE ENTIRETY OF PARCEL 23:031:0089, LOCATED AT APPROXIMATELY 300 SOUTH 950 WEST.

WHEREAS the Springville City Zoning Map establishes zoning districts for all land use within Springville City in fulfillment of the recommendations of the General Plan as well as the future vision of the City as established by the Mayor and Council; and

WHEREAS Springville City may, from time to time, examine the zoning districts applied to certain areas within the city and amend the Official Zone Map to reflect its commitment to maintaining the vision established in the General Plan and as established by the Mayor and Council; and

WHEREAS the Planning Commission conducted a public hearing on February 13, 2024, and reviewed the proposed amendments, and has recommended favorably of the amendment; and

WHEREAS approving the proposed zone map amendment would provide uniformity in use and be consistent with the intent of the NC zone and the General Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Springville, Utah, that:

Section 1: The official zone map be amended to NC zone on the entirety of parcel 23:031:0089

Section 2: This ordinance shall become effective upon adoption by the Springville City Council and publication as required by law.

ADOPTED by the City Council of Springville, Utah, on the 5th day of March 2024.

Matt Packard, Mayor

ATTEST:

Kim Crane, City Recorder

Article 3 – BOARD OF ADJUSTMENT AS THE ADMINISTRATIVE LAND USE APPEAL AUTHORITY

11-2-301 Establishment of Board of Adjustment as the Administrative Land Use Appeal Authority

(1) Board Created. ~~There is hereby created a Board of Adjustment~~A Board of Adjustment is hereby created, which shall act as the Administrative Land Use Appeal Authority. The Board shall consist of five (5) members to be appointed by the Mayor with the advice and consent of the City Council. It is the intent of this establishment to appoint person(s) who will not personally benefit from decisions associated with the interpretation of the ordinances of Springville City.

(2) Alternate Member Appointments. Three (3) alternate members shall be appointed by the Mayor, with the advice and consent of the City Council. Alternate members shall sit as members of the Board on a rotating basis at the call of the chairman of the Board of Adjustment in the temporary absence of a regular member. No more than two (2) alternate members may sit at any meeting of the Board of Adjustment.

(3) Term of Office. Each member and alternate member shall serve for a term of five (5) years; provided, that the term of members of the first Board shall be such that the term of one (1) member shall expire each year. The term of office of each member shall commence the first day of February in the year in which the member is appointed. Any vacancy occurring on said Board by reason of death, resignation, removal or disqualification shall be filled in the same manner as an original appointment for the unexpired term. No person shall serve more than two (2) consecutive terms on or as a member of the Board of Adjustment. Partial terms shall not be considered in determining whether a person has served two (2) consecutive terms.

(4) Removal for Cause. The Mayor may remove any member of the Board of Adjustment Appeal Authority for cause if written charges against the member are filed with the Mayor and after public hearing, if such hearing is requested by the Board member.

(5) Residency Requirement. All members of the Board shall be residents of the City.

(1979 Code 11-2-301; amended by Ordinance No. 21-92; amended by Ordinance No. 27-02; Ord. No. 08-2011, 05/03/2011)

11-2-302 Organization and Procedure.

(1) The Board of Adjustment shall organize and elect a Chairperson and adopt rules for its activities in accordance with this Title. Meetings of the Board shall be held at the call of the Chairperson and at such times as the Board may determine. The Chairperson, or in the Chairperson's absence, the acting Chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall comply with the requirements of the Utah Open and Public Meetings Act.

(2) The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions; all of which shall be immediately filed in the office of the Board, which is the Department of Community Development, and shall be public record.

(3) The concurring vote of three (3) members of the is necessary to reverse any order, requirement, decision, or determination of the Planning Commission or any administrative official or agency or to decide in favor of the appellant.

(4) Decisions of the Board of Adjustment shall become effective at the meeting in which the decision is made, unless the Board specifies otherwise. (Ord. No. 06-2012, 07/17/2012)

11-2-303 Duties and Powers.

The Board of Adjustment shall have the following powers:

(1) To hear and decide appeals where it is alleged that there was an error in any order, requirement, decision or determination made by a land use authority, the Planning Commission and/or the Community Development Director's administration, interpretation or enforcement of the zoning ordinance.

(2) To hear and decide appeals from Planning Commission decisions regarding conditional use permits.

(3) To hear and decide special exceptions to the terms of the zoning ordinance, but only when specifically

authorized to do so under the terms of the zoning ordinance.

- (4) To hear and decide all matters concerning nonconforming uses, buildings and lots.
- (5) To hear and decide variances from the terms of the zoning ordinance.

(Ord. No. 08-2011, 05/03/2011)

11-2-304 Community Development Director's Determination.

The Community Development Director may decide certain matters consistent with the guidelines established by this Chapter and State law and the rules adopted by the Board. Pursuant to that authority, the Community Development Director may decide all cases ~~which that~~ are routine in nature, uncontested, do not impact on the character of the neighborhood, are primarily brought about by changes in the Zoning Ordinance creating a large number of nonconforming structures, uses. All decisions of the Community Development Director may be appealed to the Board. The specific types of decisions the Community Development Director is authorized to make shall include:

- (1) Determination of a nonconforming use that can be verified by substantial evidence. Substantial evidence, for the purpose of this Section, shall mean all official documents, including any written correspondence, receipts, permits or documents issued by a public body or agency thereof, etc. that may establish the truth of the matter asserted by the applicant.
- (2) Consideration of additions and alterations to existing nonconforming buildings and structures, provided such additions and alterations will not result in expanding the nonconformities of the building or structure.
- (3) Consideration of additions and alterations to a legally built dwelling in a non-residential zoning district that meet the development requirements of the R1 zoning district as defined in the 1949 zoning ordinance and do not result in any additional dwelling units.
- (4) Consideration of actions to nonconforming buildings, structures and lots that will not result in expanding the nonconformities of such.
- (5) Final review and approval on plans where the Board has required that a final plan be submitted for special approval, showing that all the requirements imposed by the Board in granting the original approval have been complied with.

11-2-305 Appeals to the Board.

(1) Appeal may be made to the Board of Adjustment by any applicant, other person or entity adversely affected by a decision administering or interpreting the zoning ordinance.

(a) The appeal shall be made within ten (10) business days of the action of decision being appealed from by filing a written notice of appeal to the Board of Adjustment with the Community Development Department. The notice shall be submitted with an application or other completed forms provided by the City, and the appellant shall pay a fee in an amount established by resolution of the City Council.

(b) If an appeal is not filed within ten (10) business days, the applicant waives their right to appeal

(c) Any officer, department, board, or bureau of the City affected by the grant or refusal of a building permit or by any other decisions of the administrative officer in the administration or interpretation of the zoning ordinance may appeal any decision of the Board of Adjustment.

(d) The notice of appeal shall specify the grounds for the appeal and associated circumstances. The notice shall allege that there is error in any order, requirements, decision or determination made by an official or officials in the administration or interpretation of the zoning ordinance.

(e) The person or entity making the appeal shall have the burden of proving that an error has been made.

(f) All papers constituting the record upon which the action appealed from was made shall be transmitted to the Board of Adjustment.

(g) The Board of Adjustment shall set a hearing of the appeal within a reasonable time from the date the appeal is received. Public notice of the hearing shall be given and the applicant shall be noticed by first class mail at least five (5) days prior to the date of the hearing.

(h) After hearing the appeal, the Board of Adjustment may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as the Board determines is correct.

(i) The filing of an appeal shall stay all proceedings and actions in furtherance of the matter appealed, pending a decision of the Board of Adjustment. Said stay shall exist unless the Planning Commission or Community Development Director certifies to the Board of Adjustment, after the notice of appeal shall have been filed, that by reason of facts stated in the certificate, the stay would cause imminent peril to life or property. In such case proceedings shall not be stayed otherwise than by restraining order which may be granted by the Board of Adjustment or by District Court on application, notice and due cause shown.

(2) Limitations of Board's Powers. The Board of Adjustment may only make decisions applying the Springville City Zoning Ordinance, requests for variances from the term of land use ordinances and appeals from a fee charged by the City in accordance with UCA 10-9a-510. Appeals may not be made and the Board of Adjustment may not consider any zoning ordinance amendments, nor any waiver or modifications to the terms or requirements of the zoning ordinance.

(Ord. No. 08-2011, 05/03/2011)

11-2-306 Variances.

(1) Definition – A variance is a device that grants a property owner relief from certain provisions of the zoning ordinance when, because of the particular physical surroundings, shape, or topographical conditions of the property, compliance would result in a particular hardship upon the owner, as distinguished from an inconvenience or a desire to reduce financial difficulties.

(2) Any person or entity desiring a waiver or modification of the requirements of the zoning ordinance as applied to a parcel of property that he owns, leases, or in which he holds some other beneficial interest may apply to the Board of Adjustment Appeal Authority for a variance from the terms of the zoning ordinance.

(3) The Board of Adjustment may grant a variance only if:

(a) Literal enforcement of the zoning ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the zoning ordinance;

(b) There are special circumstances attached to the property that do not generally apply to other properties in the same district;

(c) Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zoning district;

(d) The variance will not substantially affect the general plan and will not be contrary to the public interest; and

(e) The spirit of the zoning ordinance is observed, and substantial justice is done.

(4) In determining whether or not enforcement of the zoning ordinance would cause unreasonable hardship under subsection (3)(a), the Board of Adjustment may not find an unreasonable hardship unless the alleged hardship:

(a) Is located on or associated with the property for which the variance is sought; and

(b) Comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood.

(5) In determining whether or not enforcement of the zoning ordinance would cause unreasonable hardship under subsection (3)(a), the Board of Adjustment may not find an unreasonable hardship if the hardship is self-imposed or economic.

(6) In determining whether or not there are special circumstances attached to the property under subsection (3)(b), the Board of Adjustment may find that special circumstances exist only if the special circumstances:

(a) Relate to the hardship complained of; and

- (b) Deprive the property of privileges granted to other properties granted in the same district.
- (7) The applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.
- (8) Variances run with the land.
- (9) ~~The Board of Adjustment and any other body may not grant use variances.~~ Use variances may not be granted by the Board of Adjustment or any other body.
- (10) In granting a variance, the Board of Adjustment may impose additional requirements on the applicant that will:
 - (a) Mitigate any harmful effects of the variance; or
 - (b) Serve the purpose of the standard or requirement that is waived or modified.
- (11) If a variance is granted by the Board of Adjustment, alterations must begin six ~~(6)~~ months from the date the variance is granted, otherwise, the variance shall be null and void. The Board of Adjustment may grant one six (6) month extension if the petitioner can show adequate cause that circumstances necessitate a time extension.

11-2-307 District Court Review of Board of Adjustment Decisions.

- (1) Any person or entity adversely affected by any decision of the Board of Adjustment may petition the District Court for a review of the decision.
- (2) In the petition for review, the petitioner may only allege that the Board of Adjustment's decision was arbitrary and capricious or illegal.
- (3) The petition is barred unless it is filed within ~~thirty (-30)~~ days after the Board of Adjustment's decision is final.
- (4) The Board of Adjustment shall transmit to the reviewing court the record of its proceedings, including its minutes, findings, orders, and if available, a true and correct transcript of ~~this-these~~ proceedings. If the proceeding was tape recorded, a transcript of that tape recording is a true and correct transcript for purposes of this subsection.
- (5) Review of the ~~b~~Board of Adjustment's Appeal Authority's decision shall be done by the court in the manner and upon the standards provided by the law.
- (6) The filing of a petition for review by the District Court does not stay the decision of the Board of Adjustment. Before filing the petition for review, the aggrieved party may petition the Board of Adjustment to stay its decision. Upon receipt of a petition for a stay, the Board of Adjustment may order its decision stayed pending District Court review if the Board of Adjustment finds it to be in the best interest of the City. After the petition is filed, the petitioner may seek an injunction staying the Board of Adjustment's decision.