

NO FORMAL ACTIONS ARE TAKEN IN A WORK MEETING

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

CALL TO ORDER

COUNCIL BUSINESS

1. Calendar

- May 25 - Memorial Day Observed (Civic Center Closed, Monday)
- Jun 02 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Jun 06-13 - Art City Days Celebration
- Jun 08 - Art Loops Ribbon Cutting 6:00 p.m.

2. REVIEW OF THE 7:00 P.M. REGULAR COUNCIL MEETING AGENDA ITEMS

- a) Invocation - Councilmember Ellingson
- b) Pledge of Allegiance - Councilmember Wright
- c) Consent Agenda
 - 4. Approval of the minutes for the May 05, 2026 work meeting and regular meeting
 - 5. Approval of executing a settlement agreement regarding a class action lawsuit involving opioid manufactures/dispensers - John Penrod, Assistant City Administrator/City Attorney

3. WORK MEETING DISCUSSIONS/PRESENTATIONS

- a) Statewide Literacy Initiative - Dan Mickelson, Library Director
- b) Dog Training and Boarding Business License - John Penrod, Assistant City Administrator/City Attorney; Carla Wiese, Planner/Economic Development
- c) Open Meetings Law - John Penrod, Assistant City Administrator/City Attorney
- d) Supplying Culinary Water to Residents in Hobble Creek Canyon - Tyson Bartlett, Water Superintendent

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.

7:00 P.M. COUNCIL MEETING - CITY COUNCIL ROOM

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

CEREMONIAL

1. Springville Art City Rodeo Royalty - Kami Ashby
2. Council Recognition of Planning Commission Member Genevieve Baker - Josh Yost, Community Development Director
3. Youth Group - Cool Cleaning Crew (CCC) Recognition - John Penrod, Assistant City Administrator/City Attorney

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 mayor's discretion. 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. It will be added to the regular agenda for discussion unless otherwise specified by the Council.

4. Approval of the minutes for the May 05, 2026 work meeting and regular meeting
5. Approval of executing a settlement agreement regarding a class action lawsuit involving opioid manufactures/dispensers - John Penrod, Assistant City Administrator/City Attorney

REGULAR AGENDA

6. Consideration of a Resolution and Deferral Agreement to defer installing sidewalk to a later date at the location of 500 North 950 West - John Penrod, Assistant City Administrator/City Attorney CONTINUED FROM 05/05/2026
7. Consideration of an Ordinance amending Title 10 of Springville City Code to comply with Wildland Urban Interface regulations established by House Bill 48 (2025), and to clarify the base floor elevation for construction in the Westfields and other Springville communities - Jed Neilson, Building Department CONTINUED FROM 05/05/2026
8. Consideration of a Resolution and Agreement for Surplus Water with Holiday Hills Water District - Tyson Bartlett - Water Superintendent
9. Consideration of a Resolution approving an agreement for the purchase of SUVPS parcel at 1200 West 1600 South, Springville, Utah - Jake Nostrom, Assistant Public Works Director
10. Consideration of an Ordinance approving the General Plan Future Land Use Map and Official Zoning Map amendments for 1300 and 1450 North Main Street and amending the Official Zoning Map to apply the Main Street South Gateway Zone to parcels 23:015:0050 and 23:015:0051 located at approximately 1300 and 1450 North Main Street, Springville, Utah - Josh Yost, Community Development Director



11. Consideration of an Ordinance amending Springville City Code Title 11 to adjust commercial site development and landscaping standards - 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 05/14/2026

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 get in touch with 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
Springville City Council Work/Study Meeting - May 05, 2026

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, MAY 05, 2026, 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: Karen Ellingson
Logan Millsap
Jake Smith Excused
Mike Snelson
Mindi Wright arrived at 5:37 p.m.

City Staff in Attendance: Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Administrative Services Director, Community Development Director Josh Yost, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Power Director Jason Miller, Public Works Director Brad Stapley, Public Safety Director Lance Haight, Building Inspector Jed Neilsen, and Planner/Economic Development Carla Weise.

Councilmember Millsap motioned for Councilmember Snelson to serve as Mayor Pro Tem for this evening's meetings. **Councilmember Ellingson seconded** the motion. **Vote Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 4-0 with 1 absent.**

CALL TO ORDER - Mayor Pro Tem Snelson welcomed everyone and called the Work/Study meeting to order at 5:33 p.m.

COUNCIL BUSINESS

1. Calendar

- May 9 - Bike with the Mayor
- May 16 - Art Ball 6:00 p.m.
- May 19 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- May 25 - Memorial Day Observed (Civic Center Closed, Monday)

Mayor Pro Tem Snelson asked if there was any discussion regarding the upcoming calendar. Mayor Pro Tem Snelson stated he would be absent for the May 19, 2026 meeting and Councilmember Ellingson stated she would possibly arrive late. It was announced that on May 07, 2026 there would be an open house of the new high school and a spring showcase of the old high school. A ribbon cutting is scheduled for May 18th at 6:00 p.m.

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

- a) Invocation - Councilmember Ellingson
- b) Pledge of Allegiance - Councilmember Snelson
- c) Consent Agenda
 2. Approval of the minutes for April 16, 2026, Budget meeting, and the April 21, 2026, Work meeting, and the Regular meeting.
 3. Approval of the UDOT Right-of-Way Purchase and Temporary Construction Easement - Kelvin Grove Park, Springville - Sharp/Tintic Railroad Connection - Jeff Anderson, Assistant Public Works Director.

Mayor Pro Tem Snelson asked if there was any discussion on the consent agenda. There was none.

3. WORK MEETING DISCUSSIONS/PRESENTATIONS

- a) **Discussion regarding Materials Processing and Storage - Carla Wiese, Economic Development/Planner II**

Planner Carla Wiese presented information regarding the materials processing overlay, which was adopted in 2019 to address an existing materials processing activity on a specific property. She explained the overlay currently applies to only one parcel and staff were recommending repeal of the overlay. She stated that discussions during the General Plan process included how the area may develop in the future, and repeal was recommended to prevent the overlay from being applied to other areas. Planner Wiese also explained that state code effective November 6, 2025, established vested rights for materials processing operations, preventing municipalities from eliminating the use and allowing expansion onto contiguous land owned prior to May 7, 2025. She noted the Planning Commission recommended approval of the repeal.

Councilmember Wright stated she wanted the area to remain light industrial and did not support changing the light industrial designation in the area.

- b) **Springville City Code Title 10 Amendments - Jed Neilsen, Building Department**

Building Inspector Jed Neilsen presented information regarding the base floor elevation code amendment. He explained the code applied only to properties west of 400 West and allowed only crawl spaces or slab-on-grade construction, prohibiting basements or other below-grade areas due to the high-water table and potential flooding concerns. Jed provided a history of the base floor elevation code and stated the current language was impractical and too ambiguous to clearly define compliance. He explained that requiring the Building Official to make case-by-case compliance determinations could create potential litigation concerns.

Councilmember Wright asked what would occur if the code was repealed. Jed responded that staff were not addressing this issue in other areas and that it primarily affected a particular subdivision. He stated other developments were proceeding with slab-on-grade construction and staff did not intend to place the provision back into code.

Josh Yost stated the amendment would remove lot-by-lot determinations and instead apply consistently across the board. He also noted that no applications had currently been submitted.

Brad Stapley stated the change could affect the value of a lot. The Council directed staff to notify the developer of the affected lot regarding the proposed change.

Building Inspector Jed Neilsen reported that the State had adopted new building code requirements related to the wildland urban interface. Fire Chief Clinton explained the changes in state law associated with participation in the Cooperative Wildland Fire Management agreement and how it

88 relates to new structures and wildland fire concerns. He stated that if a city does not participate, the city
90 would be responsible for the costs of fighting a fire. He noted that the wildland urban interface maps
primarily identified the east bench area as high risk and stated the law became effective January 1, 2026.

92 Councilmember Snelson asked about the financial ramifications for the City. Jed responded that
adoption of the code would be necessary for the City to participate in the agreement.

94 Josh Yost reported the code would require wildland fire mitigation measures for new buildings and
development. Chief Clinton stated he believed it was important for the City to maintain participation in the
agreement.

96 MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

98 Mayor Pro Tem Snelson asked if there was any further discussion. There was none.

100 Councilmember Ellingson asked how a tie vote would be handled when only four Councilmembers
were present. John Penrod explained that in the event of a tie vote, the item would fail.

102 Parks and Recreation Director Stacey Child reported that Art City Days was approaching. She
stated staff were working on ways for the Council to participate without requiring each Councilmember to
carry a large bag of items. The Council indicated they would like to use golf carts in the parade.

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

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

108 **Motion: Councilmember Millsap moved to adjourn the work meeting at 6:33 p.m. Councilmember**
110 **Wright seconded the motion. Vote Yes:** Councilmember Ellingson, Councilmember Millsap,
Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion
112 **Passed Unanimously, 4-0 with 1 absent.**

114
116
118
120 *This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, May 05, 2026.*
122 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, 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, May 05,
2026.

124 DATE APPROVED: _____

Kim Crane
City Recorder



MINUTES
Springville City Council Regular Meeting - May 05, 2026

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, MAY 05, 2026, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Matt Packard Excused

Elected Officials in Attendance: Karen Ellingson
Logan Millsap
Jake Smith Excused
Mike Snelson
Mindi Wright

City Staff in Attendance: Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Community Development Director Josh Yost, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Power Director Jason Miller, Public Works Director Brad Stapley, Public Safety Director Lance Haight, and Wastewater/Stormwater Collections Superintendent Terrance Harris.

CALL TO ORDER

Mayor Pro Tem Snelson was approved in the prior work meeting to oversee tonight's meeting and called the meeting to order at 7:00 p.m.

INVOCATION AND PLEDGE

Councilmember Ellingson offered the invocation, and Councilmember Snelson led the Pledge of Allegiance.

APPROVAL OF THE MEETING'S AGENDA

Motion: Councilmember Millsap moved to approve move item #9 after #11 and continue #13 to a future meeting. **Councilmember Wright seconded** the motion. **Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 4-0 with 1 absent.**

MAYORS' COMMENTS

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

CEREMONIAL AGENDA

1. Springville Museum of Art Royalty

Art Royalty has remained a proud Springville tradition for more than 100 years. Although procedures for selecting Art Royalty have changed, the attendants have continued to serve as valued ambassadors for the museum to the community. Cheney Ray program coordinator presented this year's

attendants with the Art City Spirit Award. Morgan Nielson, Imogen Weight, Lauren Hafen, Clarissa Jensen, Lana Nord, Evelyn Watkins, Slada Crandall, Maggie Minor, and Vivian Sweat.

2. Recognition of the Springville Youth Court Members - Mackenzie Boring, Advisor

Springville Youth Court received their certification from the State of Utah in July 2015. The court is made up of Springville and Mapleton residents ages 14 to 18 in grades 9-12. They hold the positions of mentor, clerk, bailiffs and judges.

Youth Court Advisor Mackenzie Boring explained Springville Youth Court is based on restorative justice. Youth Court volunteers deliberate and come to a consensus on a disposition. The disposition's goal is to provide accountability, skill development and/or a community connection for the offending juvenile. Mackenzie presented and recognized senior high school students participating in youth court. Daniel Anderson, Aubrey, Sophia Cragun, Angelina Love, Bonnie Myers, Molly Nielson, Evelyn Watkins, Brooklyn Johnson, Bridgette Johnson, Adalyn White, Matt Stewart, Beckett Brockbank, and Sully Hall.

3. CERT Graduate Recognition - Lance Haight, Public Safety Director and JoAnna Larsen, Emergency Management

The Community Emergency Response (CERT) program is a 28 hour course with a practical exam and is designed to empower community members to assist first responders during large-scale emergencies or natural disasters when professional resources may be overwhelmed. Chief Haight and JoAnna Larsen presented the CERT graduates; Sherrie Ash, Bill Ash, Collin Ballou, Katelyn Ballou, Jeremiah Buckland, Ann Hribal, Bryce James, Elizabeth Patching, and Rebekah Ream.

4. Council Recognition of Planning Commission Members Genevieve Baker and Ann Anderson - Josh Yost, Community Development Director

Item was continued to May 19, 2026.

PUBLIC COMMENT

Mayor Pro Tem Snelson introduced the Public Comment portion of the agenda and asked if there were any written requests to speak.

Sara Harvey, the chair of the Springville-Mapleton Chamber of Commerce, gave an update to the council. She announced that Business Bingo cards for students (pre-K to 5th grade) are being delivered to local elementary schools this week. The goal is to encourage community interaction, with prize drawings scheduled for June 13th at 4:00 p.m. during Art City Days. She mentioned an upcoming "Bike with the Mayor" event scheduled for May 9th. She stated May is Mental Health Awareness Month, she highlighted an upcoming networking event featuring a presenter from Intermountain Health focusing on the theme "Strong Mind, Strong Business".

David Spencer introduced himself as a candidate running for County Commissioner in the upcoming primary election. He stated that he successfully passed the convention with 52% of the vote. Additionally, he noted that he previously served on the Orem City Council for 12 years and mentioned that he entered politics with the goal of saving local baseball programs.

CONSENT AGENDA

5. Approval of the minutes for the April 16, 2026, Budget meeting, and the April 21, 2026, Work meeting, and Regular meeting.

6. Approval of the UDOT Right-of-Way Purchase and Temporary Construction Easement - Kelvin Grove Park, Springville - Sharp/Tintic Railroad Connection - Jeff Anderson, Assistant Public Works Director

90 Mayor Pro Tem Snelson asked for a discussion or a motion on the consent agenda.

92 **Motion: Councilmember Ellingson moved to approve the consent agenda as written.**
94 **Councilmember Wright seconded the motion. Voting Yes:** Councilmember Ellingson, Councilmember
96 **Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The**
motion Passed Unanimously, 4-0 with 1 absent.

98 **REGULAR AGENDA**

100 **7. Consideration of a Resolution and Deferral Agreement to defer installing sidewalk to a later date**
at the location of 500 North 950 West - John Penrod, Assistant City Administrator/City Attorney

102 John reported that Chase and Madison Ewell are in the process of building a home and developing
104 property in the area of 500 North and 950 West. The properties on both sides of the Ewell property do not
106 have curb, gutter, or sidewalk. The proposed agreement would allow the Ewells to not install sidewalk at
this time, but require them to install or pay for the uninstalled sidewalk, when one of the following occurs:
the City gives notice to install the improvements; abutting properties install the improvements; a special
improvement district is set up to install the improvements; or the Ewells develop more of their property.

108 John explained the sidewalk improvements are what they would like to defer. Staff have
110 recommended against deferring and requiring improvements. City code does have timing for installing
improvements. Also, building another structure over 200 square feet would trigger the requirement to
install sidewalks.

112 Mr. Ewell said sidewalks would not lead anywhere at this time. Eventually they would like to have
a shop exterior garage. Councilmember Wright commented if putting it in later the expense would be
more. Mr. Ewell said they are keeping with farmland and not developing for as long as possible.

114 Councilmember Ellingson asked about having the cost paid up front and putting it into escrow for
the future. John stated it could be done and has not been discussed with the Ewells'.

116 Councilmember Snelson said he was agreeable to the deferral. Councilmember Wright would like
to not set a precedence and have the sidewalk installed at this time.

118 Mr. Ewell said if sidewalk was installed at this time it would lead to an unsafe place to cross.
Councilmember Ellingson agreed she has walked the area. In this particular case is a unique situation
and supports the agreement.

120 Brad Stapley said there are concerns when not having requirements completed when they are
122 required. Trying to eliminate problems later down the road. Councilmember Ellingson asked if it would be
helpful to have language in the agreement about not planting trees or adding landscaping.

124 Councilmember Millsap expressed the difficulty when the decision is on an individual versus the
city. It is hard to separate and not have it left for another council to solve later. Councilmember Millsap
126 expressed there is value to adding an ADA ramp or landing site. Brad expressed having just the ramp
would not be practical without a sidewalk.

128 **Motion: Councilmember Ellingson motioned to approve. Attorney Penrod interjected it may need**
130 **to be continued in order to have discussions with the Ewells and have the language worked out.**

Councilmember Ellingson withdrew her motion and motioned to move it to the next council
132 **meeting. Councilmember Snelson seconded the motion. Vote Yes:** Councilmember Ellingson,
Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember
134 Wright OPPOSED. The motion **Passed, 3 in favor, 1 opposed, and 1 absent.**

136 8. **Consideration of approving the sale of a portion of the city detention pond property at 400 South**
138 **1800 East, Springville - Jake Nostrom, Assistant Public Works Director**

138 Superintendent Terrance Harris reported the owners of the lot at 484 1800 E on the south side of
140 the City detention pond, Craig and Jodie Allred, have requested to purchase a small strip of City property
142 to allow their daughter's planned home to meet required setbacks. City staff also determined that existing
144 City landscaping extends beyond the property line onto the Allred's property. After the engineering review,
the detention pond can be reshaped while still meeting the required 25-year storm capacity. Staff
recommended selling an 8-foot-wide strip to the Allred's and allowing them to complete the reshaping
and restoration work in accordance with the proposed plans.

146 **Motion: Councilmember Millsap moved to approve Resolution #2026-16** approving the sale of
approximately 8 feet by 128.5 feet (1028 sq. ft.) of City-owned property along the south edge of a
148 Springville Detention pond located at 400 S 1800 E to Craig and Jodie Allred at the Utah County-assessed
land value of \$19.28 per square foot, and authorize the Allred's to complete the pond reshaping and
150 restoration work as proposed. **Councilmember Wright seconded the motion. Roll Call Roll Call Vote Yes:**
Councilmember Ellingson, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember
152 Snelson, and Councilmember Wright. The motion **Passed Unanimously, 4-0 with 1 absent. Resolution**
#2026-16 Adopted

154 10. **Presentation by an Executive Officer or the Budget Officer regarding the intended property tax**
156 **rate increase in the Tentative Budget - Bruce Riddle - Assistant City Administrator/Finance**
Director

158 Bruce explained that House Bill 236 is a piece of legislation focused on increasing transparency
and implementing new disclosure requirements for cities when they propose property tax rate increases
160 beyond the certified tax rate. Although the bill was not yet officially in effect, the city chose to comply with
its requirements during this meeting in anticipation of future obligations. Specifically, the bill requires an
162 executive or budget officer to present a formal statement regarding the city's intent to increase the
property tax rate. The council will have complied with having the Mayor Pro Tem read this required
164 statement into the record, which outlines the purpose of the proposed increase to help offset inflation-
related costs in city operations, and commit to providing formal notice and holding a public hearing.

166 11. **Presentation and Property Tax Increase Statement established by House Bill 236 (2026) by an**
168 **Executive Officer or the Budget Officer that the tentative budget includes a proposed property tax**
increase - Bruce Riddle - Assistant City Administrator/Finance Director
170 **Bruce reported**

Mayor Pro Tem Snelson read the property tax statement as follows:

172 State law requires the City to make the following statement regarding property taxes.

174 In Utah, a city's property tax rate does not automatically increase with inflation. When costs rise,
maintaining current service levels sometimes requires a deliberate adjustment to the tax rate.

176 Springville City is currently considering levying a property tax rate that exceeds the certified tax
rate for the upcoming fiscal year, which begins July 1, 2026.

178 If approved, the proposed increase would generate approximately \$97,000 in additional ad
valorem property tax revenue, representing an approximate 3.0% increase in the City's property tax
revenue. The purpose of this proposed increase is to help offset inflation-related cost increases in City
180 operations that rely on property tax funding.

If Springville City proceeds with this proposed tax rate increase, the City will provide formal notice and conduct a public hearing, as required by state law, at which members of the public will have the opportunity to comment.

Notice of this meeting has been provided in accordance with the Open and Public Meetings Act and includes a separate agenda item for this required statement.

12. **Consideration of a Resolution and presentation by an Executive Officer or the Budget Officer, which provides to the public a Property Tax Impact Schedule as a separate document from other budget documents - Bruce Riddle - Assistant City Administrator/Finance Director**

Bruce reported the property tax impact schedule is a document intended to inform the public of the financial effects of a proposed 3% property tax increase. For the average residential property in Springville valued at just over \$500,000, the annual impact of the 3% increase is estimated at \$6.36. Businesses, which do not receive the same 45% assessed value discount as residential properties, would see an estimated impact of \$11.57 for a \$500,000 property. The proposed 3% increase is projected to generate approximately \$97,000 in additional revenue for city operations, which is allocated across various departments including public safety (\$46,000), public works and streets (\$8,800), community development (\$1,500), parks/recreation/culture (\$27,000), and other general government services (\$12,000). The impact only applies to the portion of the property tax used for general operations, while fixed debt service payments for the library and recreation center bonds remain unchanged. Bruce stated the statements and schedules will be made available online and in social media.

Councilmember Snelson asked about tax revenue received and how new growth affects service levels. Bruce explained that correlating growth with the impact on city services involves a "stair-step" issue. Because services like police protection operate at specific threshold levels, the city cannot incrementally add resources linearly. Instead, growth happens gradually while service level changes must occur in larger, discrete blocks once specific thresholds are met, making it difficult to synchronize the two perfectly.

Councilmember Wright acknowledged that the city cannot control external economic factors such as fuel costs. Bruce noted that because these rising costs are external to the city's control, they must be addressed by adjusting budgets as they arise. The core challenge presented is balancing these uncontrollable, inflationary pressures while maintaining the service levels that the city council has established based on resident expectations.

Motion: Councilmember Wright moved to approve Resolution #2026-15, acknowledging that the Finance Director and Executive Officer/Budget Officer presented a tentative budget including a proposed property tax increase and a property tax impact schedule in accordance with Utah law. Councilmember Millsap seconded the motion. Roll Call Roll Call Vote Yes: Councilmember Ellingson, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 4-0 with 1 absent. Resolution #2026-15**

9. **Consideration of a Resolution of the Springville City Council acknowledging:**

- the filing of the tentative budget for fiscal year 2026-27 prepared by an Executive Officer or the Budget Officer pursuant to Section 10-6-111 of the Utah Code, adopting the tentative budget subject to further review and consideration by the Council,
- establishing the date, time, and place for a public hearing on the tentative budget prior to adoption of the final budget for fiscal year 2026-27, subject to the requirements of Sections 59-2-919 and 59-2-924 of the Utah Code,

- ordering publication of notices as required by law, and
- ordering the tentative budget to be available for public inspection in the office of the City Recorder and on the City's website for at least 10 days prior to adoption of the final budget.

Bruce reported that, as required by State Code, the City Council needs to adopt a Tentative Budget, which has been presented in preliminary form at an April 16, 2026, budget retreat. The Tentative Budget needs to be made available for public inspection and then considered for adoption as a Final Budget after a public hearing, which is intended to be held on June 16, 2026. He went on to explain that the State Legislature enacted new legislation that goes into effect on May 6, 2026, and requires additional notification and disclosure items if a municipality is contemplating a Truth in Taxation hearing associated with the budget. Such is the case with Springville, so there are separate agenda items and disclosure documents included with the budget materials.

Bruce explained we rely on the Utah Economic Council Report to the governor which informs the state's budget development and provides insights into national and state-level economic principles, including consumer spending, labor market trends, and economic risks, that ultimately affect the city's budget.

In the budget review process the US CPI inflation rate, US unemployment rate, and the real GDP are considered. The council initiated the process in the fall with strategy meetings to discuss priorities and strategic directions, followed by further discussions in January regarding specific budget items. City staff worked for two months to prepare both capital and operating budgets. A budget retreat was held in April to present the tentative budget in draft form for council feedback.

Councilmember Wright thanked all of the staff for their efforts on the budget this year. Councilmember Ellingson expressed her appreciation for the careful attention to the budget and the efforts made so the council understands.

Motion: Councilmember Ellingson moved to approve Resolution #2026-14 and adopt the City of Springville's tentative budget for Fiscal Year 2026-2027 and set a Public Hearing for adoption of the Final Budget on June 16, 2026, at 7:00 p.m. Councilmember Millsap seconded the motion. Roll Call Roll Call Vote Yes: Councilmember Ellingson, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. The motion Passed Unanimously, 4-0 with 1 abasent. Resolution #2026-14 Adopted

13. **Consideration of an Ordinance amending Title 10 of Springville City Code to comply with Wildland Urban Interface regulations established by House Bill 48 (2025), and to clarify the base floor elevation for construction in the Westfields and other Springville communities - Jed Neilsen, Building Department**

The item was continued to a future council meeting.

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Pro Tem Snelson asked Internal Services Director Sensanbaugher if there had been any progress on providing streaming services in the multi-purpose for meetings. Scott noted that the mayor had intended to discuss the matter with Troy, but they haven't been able to connect yet and he would follow up with them.

Councilmember Millsap reported that the steering committee for the Spring Creek Trail feasibility study held its final meeting this past week. He is optimistic about the study's outcome and anticipates a

report in the coming weeks, which should move the project for a trail connecting Springville to Provo closer to reality.

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

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

ADJOURNMENT

Motion: Councilmember Wright moved to adjourn at 9:01 p.m. **Councilmember Ellingson seconded** the motion. **Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember Smith ABSENT, Councilmember Snelson, and Councilmember Wright. **The motion Passed Unanimously, 4-0 with one absent.**

This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, May 05, 2026.

I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, 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, May 05, 2026.

DATE APPROVED: _____
Kim Crane
City Recorder



STAFF REPORT

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF PARTICIPATING IN THE NATIONAL OPIOID SETTLEMENT AGREEMENT WITH THE SIX REMNANT DEFENDANTS.

RECOMMENDED MOTIONS

Motion to approve signing and participating in the National Opioid Settlement Agreement with the Six Remnant Defendants: Associated Pharmacies, Inc.; JM Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc.

EXECUTIVE SUMMARY

Several years ago, Utah municipalities, working with Utah state, entered the first National Opioid Settlement, the first opioid class action. The proposed settlement agreement for the Six Remnant Defendants is a very similar settlement agreement but with smaller opioid companies. These class action settlement agreements are designed to provide money to cities to help mitigate the effects of opioid use within communities. The subject agreement is for approximately \$97 million to be divided among government entities across the country.

If the Council decides to enter the class action and receives money, the money is allowed to be used for such things as purchasing Naloxone, educating youth, educating law enforcement officers, providing treatment and prevention services, and several other strategies for remediating opioid use. If the Council decides to forgo entering the class action, the only other option to receive funds to remediate opioid use within our community would be to directly sue the companies.

FOCUSED OF ACTION

Is entering the National Opioid Settlement Agreement with the Six Remnant Defendants in the best interest of the City?

BACKGROUND

The purpose behind class action settlement agreements is to join efforts with similarly situated plaintiffs to sue defendants. A class action arguably saves money and time and is in the best interests of the class of plaintiffs. These National Opioid Settlement Agreements are class actions to go after the opioid companies to help remediate the costs communities have endured from the liabilities associated with opioid misuse.

The proposed settlement agreement is one of many settlement agreements against opioid manufacturers. The City has approved entering into prior agreements against bigger companies. The agreement for the Council's consideration is against six smaller opioid manufacturers.

The agreement is for \$97.625 million to be divided between all participating government entities on a fixed pro-rata percentage. If Springville receives any funds, they must be used for opioid-abatement uses. The agreement provides a list of uses allowed, which include, but are not limited to, the following:

- Purchase and train on Naloxone use, an approved drug to reverse opioid overdoses.
- Provide education to youth to discourage and prevent opioid misuse.
- Fund media campaigns to prevent opioid use.
- Fund evidence-based prevention programs.
- Fund community drug disposal programs.
- Fund and train first responders regarding overdoses.
- Fund treatment and prevention services.

ALTERNATIVES

If the Council decides not to participate, the City will have to bring an individual lawsuit against the six defendants to obtain any funding for opioid remediation programs and services.

FISCAL IMPACT

The City would receive funding for opioid remediation efforts based upon a pro-rata percentage.



STAFF REPORT

DATE: April 3, 2026

TO: Honorable Mayor and City Council

FROM: Chris Creer, Assistant City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION TO APPROVE AN AGREEMENT WITH CHASE AND MADISON EWELL THAT WILL REQUIRE IMPROVEMENTS TO BE INSTALLED AT A LATER DATE.

Recommended Motion: Motion to approve Resolution #2026-XX that approves an agreement with Chase and Madison Ewell that will require improvements to be installed at a later date.

Executive Summary: When a developer is developing a property where abutting property does not have curb, gutter or sidewalk, Section 11-6-120 of Springville City's Code allows the City Council to approve allowing a developer to install required public improvements at a later date or have the developer sign a waiver of protest that the developer will be part of a special improvement district to install the improvements. Chase and Madison Ewell are in the process of developing property in the area of 500 North and 950 West. The properties on both sides of the Ewell property do not have curb, gutter or sidewalk.

The proposed agreement would allow the Ewells to not install sidewalk at this time, but require them to install or pay for the uninstalled sidewalk, when one of the following occurs: 1. City gives notice to install the improvements; 2. abutting properties install the improvements; 3. a special improvement district is set up to install the improvements; or 4. the Ewells develops more of their property.



Focus of Action: Consideration of a resolution approving the execution of an agreement that defers the installment of the required sidewalk improvement to a later date.

Background:

Chase and Madison Ewell own real property located at approximately 500 North and 950 West in Springville, Utah (the "Property"). The Ewells are currently in the planning stages of constructing a building on the Property. As part of the building process, Section 11-6-120 of the Springville City Code requires that all public improvements, including all utilities, be installed. When abutting properties do not have curb, gutter or sidewalk, Section 11-6-120 allows for the improvements to be included in construction plans and the developer and City enter into an agreement that "such improvements will be installed, or if by recommendation of the City Engineer, a waiver of protest may be signed and approved by the City Council, waiving the right of the landowner to protest any possible future special improvement district." No sidewalk, curb or gutter has been installed on the parcels abutting the Property.

The Ewells desire to defer installing the sidewalk improvement (the "Deferred Improvement") within and along the frontage of the Property until property on either side of the Property is developed or a special improvement district is established to install the improvements. As of right now, there is no sidewalk improvement that connects to this property.

The proposed agreement would allow the Ewells to build their building on the Property, and receive a certificate of occupancy for the building, without installing the Deferred Improvement, as long as the Ewells are (1) willing to waive protest rights to any Local District or Special Improvement District ("SID") which may be created in the future in accordance with State law and incorporates the Property, and (2) willing to install the Deferred Improvements at a future date pursuant to the requirements of the proposed agreement.



Discussion: One of the biggest risks of entering into the proposed agreement is that, when it comes time to install the Deferred Improvements under the agreement, the Ewells or their successor, may decide to fight the agreement. This risk goes away should the Council require the Ewells to install the improvements before receiving a certificate of occupancy on their building.

Alternatives: The Council could decide not to approve the proposed resolution and require the Ewells to install the improvements now.

Fiscal Impact: None at this time. The City could have some fiscal impact in the future should the Ewells not follow the agreement and legal action is pursued.

Attachments: Proposed Resolution and Agreement.

RESOLUTION #2026-__

A RESOLUTION APPROVING AN AGREEMENT WITH CHASE EWELL THAT WOULD ALLOW CHASE AND MADISON EWELL TO DEFER INSTALLING PUBLIC IMPROVEMENTS TO A FUTURE DATE.

WHEREAS, Chase and Madison Ewell are developing property located at approximately 500 North and 950 West in Springville, Utah (the “Property”); and

WHEREAS, there is no curb, gutter or sidewalk on the abutting properties to the Property; and

WHEREAS, Section 11-6-120 of the Springville City Code allows the City to enter into an agreement with a developer to defer the installation of improvements to their property under the condition that abutting properties have no curb, gutter or sidewalk; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the proposed agreement that will require the Ewells to install the required public improvements, in this case a public sidewalk, at a future time and date.

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

SECTION 1. Agreement Approval. The City is authorized to execute the agreement attached Exhibit A, with minor changes that are approved by the city attorney.

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

PASSED AND APPROVED this 7th day of April 2026.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

Exhibit A

(Agreement)

WHEN RECORDED RETURN TO:
Springville City Corporation
110 South Main
Springville, UT 84663

AGREEMENT (Utilities)

This Agreement is entered into as of April __, 2026, by and between Chase Ewell and Madison Ewell (hereinafter referred collectively to as “Developers”), with real property located at approximately 950 West 500 North, Springville, Utah 84663, and Springville City, a municipality of the State of Utah (hereinafter referred to as “Springville”), with an address of 110 South Main Street, Springville, Utah 84663.

RECITALS

A. Developers own real property located at approximately 950 West 500 North in Springville, Utah, as more particularly shown on Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the “Property”).

B. As part of the building process, Section 11-6-120 of the Springville City Code requires that all public improvements, including all utilities, be installed or, if the lot on either side of the property being developed does not have curb, gutter or sidewalk and the public improvements are included in the construction plans, the Developers and City may enter into an agreement that “such improvements will be installed, or if by recommendation of the City Engineer, a waiver of protest may be signed and approved by the City Council, waiving the right of the landowner to protest any possible future special improvement district.”

C. No sidewalk, curb or gutter has been installed on the parcels abutting the Property.

D. Developers desire to defer installing the sidewalk improvement (the “Deferred Improvement”) within and along the frontage of the Property until property on either side of the Property is developed or a special improvement district is established to install the improvements. The Deferred Improvement is shown on the construction plans attached as part of Exhibit A.

E. Springville is willing to allow Developers to build a structure on the Property, and receive a certificate of occupancy for the structure on the Property, without installing the Deferred Improvement, as long as Developers are (1) willing to waive protest rights to any Local District or Special Improvement District (“SID”) which may be created in the future in accordance with State law and incorporates the Property, and (2) willing to install the Deferred Improvement at a future date pursuant to the requirements of this agreement.

TERMS

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Term.** The term of this agreement shall be 50 years from the date this agreement is executed or until such time that the Deferred Improvement, as defined in Section 3, is installed, whichever event first occurs.

2. **Improvements.** Springville will defer the requirement to complete the sidewalk improvement listed and described on the construction plans attached as Exhibit A.

3. **Timing of Installation.** In return for deferring the requirement to install the Deferred Improvement at this time, Developers agree to install the Deferred Improvement at a future date, pursuant to one of the following events:

a. City Notice. Springville may require Developers to install the Deferred Improvement at any time as deemed appropriate by Springville. Within 90 days of receiving a written notice from Springville, Developers shall commence installing the Deferred Improvement. Developers shall fully install and complete the Deferred Improvement to the satisfaction of Springville within 180 days of receiving the written notice.

b. Abutting Properties. If improvements similar to the Deferred Improvement are installed on or along any parcel or lot abutting the Property, Developers shall install the Improvement. Developers shall have 180 days to install the Deferred Improvement following the commencement of the installation of improvements similar to the Deferred Improvement on a parcel or lot abutting the Property.

c. Waiver of Protest. Developers waive any right of protest Developers may have if Springville decides to include the Property in an SID for installation of the Deferred Improvement. Developers' waiver to protest and consent to participate in a future SID shall not be withdrawn by Developers or any successor in interest of Developers to the Property.

d. Future Development. Developers shall install the Deferred Improvement at any time that Developers decides to further develop or construct any additional structures on the Property.

4. **Installation of Improvement.** Developers shall not be relieved from the obligation to install the Deferred Improvement until such installation has been performed to the satisfaction of Springville. Developers shall pursue the completion of the Improvement (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the construction plans as approved by the City Engineer, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code, rules, regulations, and official policies of Springville City, and Springville City's public works construction standards and specifications applicable to the installation of the Improvements. Developers shall be solely responsible for all costs and expenses to furnish all materials, supplies, tools, equipment, labor, and other services necessary for the installation, construction and completion of the Deferred Improvements.

5. **Improvement Warranty.** Prior to Springville's acceptance of the Deferred Improvement, Developers shall execute an improvement warranty for a one (1) year improvement

warranty period following the completion of the Deferred Improvement. The improvement warranty shall be in the amount of 10% of the cost of installing and constructing the Deferred Improvements. The 10% amount shall be held for the duration of the one (1) year warranty period as a guarantee that all improvements are installed and inspected to Springville City specifications, and that all defects are corrected by Developers and approved by Springville City prior to final acceptance by Springville City following the one (1) year warranty period.

6. **Indemnification.** Developers agree to indemnify, release and defend with Counsel of Springville's choice, and hold Springville, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developers or Developers' agents or subcontractors, (ii) the deferral of installing the Deferred Improvements and the installation of the Deferred Improvements, (iii) any negligent or defective construction of any part of the Deferred Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Deferred Improvements by Springville City, and (iv) liens or claims on the Deferred Improvements by any persons providing materials and/or services related to the Deferred Improvements on behalf of or at the request of Developers.

7. **City Installation.** The parties expressly agree that Springville may at any time, at its own option, install the Deferred Improvement. In the event that Springville installs the Deferred Improvement, Developers shall reimburse Springville within 60 days of Springville completing the Deferred Improvement for any and all costs incurred by Springville for installing and constructing the Deferred Improvement. Nothing in this Section 8 shall be construed to mean that Springville has any obligation whatsoever to install the Deferred Improvement.

8. **Remedies.** Springville shall have any and all available remedies in law or equity to enforce this agreement. Developers expressly agree that should Developers fail to install and complete the Deferred Improvements as required under this agreement, or reimburse Springville pursuant to Paragraph 8, Springville shall have the right to file a lien against the Property.

9. **Recording.** The parties agree that this agreement shall be recorded with the Utah County Recorder's Office and shall constitute a covenant running with the land. Developers' obligations under this agreement shall be binding upon Developers' successors-in-interest, assigns, and transferees, and all subsequent owners of the Property.

10. **Authority.** All proper authority for the execution of this agreement has been received by Developers and Springville from any corporate or municipal board or council.

11. **Notice.** Any notice which is required or which may be given pursuant to this agreement is sufficient if in writing and sent to a party by certified or registered mail, postage prepaid, addressed as shown below:

Developer:

Springville:

Mayor
Springville City
110 South Main Street
Springville, Utah 84663

A party may change the address for notice to it by giving a notice pursuant to this paragraph. Notwithstanding anything herein to the contrary, notice to Developers of any amount due under this agreement shall also be sufficient if given by facsimile transmission, telegraph, telephone, or personally, orally, or in writing, to an address, location, or person reasonably likely to provide actual notice to Developers.

12. **Future Action.** Nothing in the agreement shall limit the future exercise of the police power by Springville in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this agreement.

13. **Invalid Provisions.** The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision of this agreement. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

14. **Waiver.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions contained herein, or the waiver of any breach of any of the term and conditions contained herein, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.

15. **Entire Agreement.** This agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

16. **Attorney's Fees.** If this agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

SPRINGVILLE CITY

ATTEST:

City Recorder

BY: _____
ITS: _____

STATE OF UTAH)
 : SS.
COUNTY OF UTAH)

On the _____ day of _____, 2026, personally appeared before me,
_____, signer of the foregoing instrument, who duly acknowledged to me that he executed the
same.

NOTARY PUBLIC

DEVELOPER – CHASE EWELL

DEVELOPER – MADISON EWELL

BY: _____

BY: _____

STATE OF UTAH)
 : SS.
COUNTY OF UTAH)

On the _____ day of _____, 2026, personally appeared before me,
_____ and _____ signers of the foregoing instrument, who duly
acknowledged to me that they executed the same.

NOTARY PUBLIC

Exhibit A

(Legal Description of the Property and Construction Plans)



STAFF REPORT

DATE: April 30, 2026

TO: Honorable Mayor and City Council

FROM: Jed Neilsen, Building Inspector

SUBJECT: AMENDMENTS TO SPRINGVILLE CITY CODE TITLE 10, BUILDING AND CONSTRUCTION, TO COMPLY WITH STATE FIRE CODE REGARDING WILDLAND-URBAN INTERFACE AND AMENDING SPRINGVILLE CITY CODE SECTION 10-1-105 BASE FLOOR ELEVATION.

Recommended Motion:

Motion to approve amendments to Springville City Code Title 10 Building and Construction to comply with Title 15 Chapter 2 Part 203, UCA, and amending Springville City Code Section 10-1-105 Base Floor Elevation.

Executive Summary:

In the 2025 Legislative Session, the Utah State Legislature adopted House Bill 48, which required cities to update local building codes using the 2006 International Fire Code-Wildland-Urban Interface sections. These amendments incorporate the requirements of HB 48. We are also amending Springville City Code Section 10-1-105, Base Floor Elevation, to clarify and remove ambiguities in the current language. Title 10 has also been renumbered to allow for the incorporation of the Wildland-Urban Interface and to improve clarity across all related sections.

The amendments to the base floor elevation address ambiguities and will provide objective criteria for determining the base floor elevation.

Focus of Action:

Do these proposed changes bring Springville City's building and construction code into compliance with the Utah State Fire Code?

Do the amendments to the base floor elevation provide clarity and objective criteria for building officials and builders in Springville City?

**Background:**

In 2025, the state legislature adopted HB 48 Wildland-Urban Interface Modifications. This legislation was the result of increased frequency and severity of wildfires and their impact on communities throughout Utah. This legislation added requirements not included in the International Fire Code, which the state adopts to govern residential and commercial construction. The 2025 modifications include stricter requirements for structures built within the Wildlife-Urban Interface (WUI) as defined by the Utah Department of Natural Resources Forestry, Fire, and State Lands Division (FFSL). HB 48 required each city to create a map identifying the areas covered by the WUI overlay and to integrate the stricter fire code requirements into the municipal building and construction section. While the state didn't strictly require that cities adopt the changes, it did provide incentives in the form of increased funding for necessary wildland firefighting gear, as well as requiring cities to reimburse state and county agencies for any expenses incurred in fighting wildland fires if the new elements were not adopted.

Amendments to Springville City Code Section 10-1-105 Base Floor Elevation are the result of ambiguities and confusion resulting from the language that was added in January of 2025. The language caused confusion between the base floor elevation and the finished grade of the surrounding lot, and which elevation would rule. It also left the decision to the Chief Building official on a lot-by-lot basis rather than creating a firm, consistent guideline. The code also allowed the CBO to request a survey of the property to determine elevation compliance, once again without clear criteria for when such a survey would be required.

Discussion:

The wildland-urban interface (WUI) is commonly described as the zone where structures and other human development meet and intermingle with undeveloped wildland or vegetative fuel, and WUI zones pose tremendous risks to life, property, and infrastructure in associated communities. It is one of the most dangerous and complicated situations firefighters face.

Springville has several homes constructed within the defined WUI overlay. The cost of fighting these fires is high and being forced to cover the entire cost without help from state and county resources would be a blow to Public Safety funding and jeopardize Public Safety's ability to maintain the level of service and ultimately protect the community.



A previous amendment to the base floor elevation has caused confusion because it codifies an exception when the finished grade of the street is significantly elevated to accommodate infrastructure. The exception allows for the base floor level to be located lower than the top back of curb if the base floor elevation remains above the finished grade of the lot and the surrounding land area and the garage floor is above the top back off curb with the driveway maintaining a negative slope . The images in **Exhibit B Base Floor Diagrams**, demonstrate how this becomes problematic for many of the homes currently under construction. We are removing that exception from the code.

The language currently sets up two distinct measurements to determine the finished grade: the base floor elevation and the finished grade of the surrounding lot. It also left the decision to the Chief Building official on a lot-by-lot basis rather than creating a firm, consistent guideline. The code also allowed the CBO to request a survey of the property to determine elevation compliance, once again without clear criteria for when such a survey would be required. This repeal is part of an ongoing effort to reduce individual discretion and instead create a clear guideline applicable to all situations, rather than codifying ambiguous exceptions.

Alternatives:

Motion to deny amendments to Springville City Code Title 10 Building and Construction to comply with Title 15 Chapter 2 Part 203, UCA, and amending Springville City Code Section 10-1-105 Base Floor Elevation.

Motion to continue discussion of amendments to Springville City Code Title 10 Building and Construction to comply with Title 15 Chapter 2 Part 203, UCA, and amending Springville City Code Section 10-1-105 Base Floor Elevation.

Fiscal Impact: None

Jed Neilsen
Jed Neilsen



Attachments:

Exhibit A: Proposed Amendments to Title 10 Building and Construction

Exhibit B: Base Floor Elevation Diagrams



Exhibit A: Proposed Amendments to Title 10 Building and Construction

ORDINANCE #__-2026

AN ORDINANCE AMENDING SPRINGVILLE CITY CODE TITLE 10 BUILDING AND CONSTRUCTION TO COMPLY WITH UTAH STATE CODE TITLE 15A CHAPTER 5 PART 2 AMENDING SPRINGVILLE CITY CODE SECTION 10-1-105 BASE FLOOR ELEVATION.

Be it ordained by the City Council of Springville, Utah:

WHEREAS, the Springville City Code enumerates regulations governing construction within Springville City and also adopts by reference building codes adopted by the State of Utah, in fulfillment of the City's duty to protect the health, safety, and general welfare of its residents; and

WHEREAS, Springville City may, from time to time, examine the specific provisions of the Code and amend such provisions to comply with changes in the Utah State Code and to ensure clarity and objectivity in city codes; and

WHEREAS, the State of Utah adopted the International Wildland-Urban Interface Code as its statewide standard for fire safety in vulnerable areas and updated the State Fire Code Act Title 15A-5-203 2025; and

WHEREAS, the current language governing the determination of the base floor elevation identifies two different methods of determination and allows personal subjectivity to guide the decision, potentially leading to inconsistent application; and

WHEREAS, the Community Development Department identified necessary revisions to Title 10 to comply with state requirements and clarify the means of determining base floor elevation.

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

SECTION 1: SECTION AMENDED. Title 10 of Springville City Code is hereby amended to read as shown in Exhibit A

SECTION 2: EFFECTIVE DATE. This Ordinance shall take effect upon publication or posting as required by law

PASSED, ADOPTED AND ORDERED POSTED by the City Council of Springville, Utah, this 05th day of May, 2026.

Matt Packard, Mayor

ATTEST:

Kim Crane, City Recorder

EXHIBIT A

Springville City Code Title 10 Amendment

TITLE 10

BUILDING AND CONSTRUCTION Revised 3/25 Revised 8/25

Chapters:

- 1 Building Code Revised 3/25 Revised 8/25
- 2 Plumbing Code Revised 8/25
- 2A Fuel Gas and Energy Conservation Codes Revised 8/25
- 3 Electrical Code Revised 8/25
- 4 ~~Enforcement~~ Mechanical Code
- 5 Wildland-Urban Interface Code
- 6 ~~Grading~~ Enforcement
- 7 ~~Automatic Adoption of Building and Construction Standards and Codes~~ Grading
- 8 ~~Excavation Permits~~ Automatic Adoption of Building and Construction Standards and Codes
- 9 Excavation Permits

CHAPTER 1

BUILDING CODE Revised 3/25 Revised 8/25

Sections:

- 10-1-101 International Building Code Adopted. Revised 8/25
- 10-1-102 Fees. Revised 8/25
- 10-1-103 Plans and Specifications. Revised 8/25
- 10-1-104 Irrigation Ditches. Revised 8/25
- 10-1-105 Base Floor Elevation for All Areas West of 400 West Street Which Includes the Westfields Overlay Zone. Revised 3/25 Revised 8/25
- ~~10-1-106 International Mechanical Code Adopted. Revised 8/25~~

10-1-101 International Building Code Adopted. Revised 8/25

(1) The International Building Code and the International Residential Code, as published by the International Code Council and adopted by the State of Utah, including all State statutes, amendments and regulations, are hereby adopted as the City Building Code. The same is adopted, with such modifications as set forth in this Title, as if fully set forth herein. Appendix A of the International Residential Code is adopted. No other appendices of the International Building Code are adopted. The City Recorder shall maintain at least one (1) copy of said Building Code and Residential Code in his or her office for use and inspection by the public as required by State law. Except as provided by subsection (2) of this Section, it shall be unlawful to erect, construct, enlarge, alter, repair, move, demolish, occupy or use any building or structure in the City in violation of, or without complying with, such Code.

(2) A “manufactured home” means a transportable factory built housing unit constructed on or after June 15, 1976, according to the National Manufactured Housing Construction and Safety Standards Act of 1974, in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width and forty (40) body feet or more in length, or when erected on site is four hundred (400) or more square feet in area, and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air-conditioning, and electric systems. A manufactured home need not comply with the International Building Code and International Residential Code adopted by subsection (1) of this Section if the manufactured home meets the following requirements:

- (a) The manufactured home is identifiable by the manufacturer’s data plate bearing the date the unit was manufactured and a U.S. Department of Housing and Urban Development label is attached to the exterior of the home certifying the home was manufactured to Federal standards.
- (b) The manufactured home is installed in accordance with the accompanying manufacturer’s instructions for installation of the manufactured home and in accordance with “The Standard for Manufactured Home Installations” adopted and published by the National Conference of States on Building Codes and Standards.
- (c) The manufactured home is installed by a factory-built housing set-up contractor licensed by the Utah Division of Occupational and Professional Licensing.
- (d) All additions to the structure, including, but not limited to, basements, foundations, garages, carports, patios, and decks, shall comply with the International Building Code and International Residential Code.

(1968 Code 10-1-1 as amended by Ord. No. 3-70; amended in codification 1979; 1979 Code 10-1-1; amended by Ord. No. 15-83; Ord. No. 5-86; Ord. No. 7-89; Ord. No. 7-90; Ord. No. 17-91; Ord. No. 8-95; Ord. No. 2-98; Ord. No. 23-01; Ord. No. 05-2007; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-1-102 Fees. Revised 8/25

The City Council may from time to time by resolution fix the amount of permit and inspection fees. All such fee schedules shall be made a matter of public record, filed with the City Recorder and be available for inspection by any person during normal business hours. All fees so adopted by the City Council shall take precedence over any fees stated in the International Building Code and the International Residential Code.

(1968 Code 10-1-3 as amended by Ord. No. 3-70; amended in codification 1979; 1979 Code 10-1-2; amended by Ord. No. 23-01; Ord. No. 05-2007; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-1-103 Plans and Specifications. Revised 8/25

With each application for a building permit, and when required by the Building Inspector for enforcement of any provision of the Building Code, two (2) sets of plans and specifications shall be submitted. The Building Inspector may require plans and specifications to be prepared and designed by an engineer or architect licensed by the State of Utah; but in every case where application for a building permit is made for a building containing four (4) or more single-family dwelling units, or which is two (2) or more stories in height exclusive of basement, or for any building which will be used by the public, the Building Inspector shall require, and the applicant shall furnish with each application for a building permit, two (2) sets of plans and specifications for such building, which plans shall be certified to by an architect licensed by the State of Utah. Such certificate shall state that such building has been designed to conform to all provisions of this Title as well as all zoning requirements and the fire code then in effect in the City. The plans and specifications shall contain such information and be drawn and prepared in such manner as required by the Building Code. When authorized by the Building Inspector, plans and specifications need not be submitted for small and unimportant work and such other types of buildings or construction as designated in the Building Code.

(1968 Code 10-1-4 as amended by Ord. No. 3-70; amended in codification 1979; 1979 Code 10-1-3, Amended by Ord. No. 05-2007; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-1-104 Irrigation Ditches. Revised 8/25

No building permit shall be issued for any property which is crossed by or fronted by an irrigation ditch, unless the plans and specifications for the construction to be accomplished thereon provide for the covering of such irrigation ditch, and the plans and specifications for covering the ditch have been approved by the irrigation company or other person or persons owning the easement for the irrigation ditch.

(Added in codification 1979; 1979 Code 10-1-4; amended by Ord. No. 12-89; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-1-105 Base Floor Elevation for All Areas West of 400 West Street Which Includes the Westfields Overlay Zone. Revised 3/25 Revised 8/25

(1) (a) For areas within the Westfields Overlay Zone and all other areas west of 400 West Street, or where the alignment of 400 West Street would occur as determined by the City Engineer or designee if no street exists, the base floor elevation, whether for slab on grade construction or the crawl space floor, shall be no lower than the top back of curb elevation.

~~(b) — Exception: Where a street has been significantly elevated to provide gravity flow drainage for sewer and/or storm system into City mains, the base floor elevation may be located lower than top back of curb if approved by the Chief Building Official based on the following criteria:~~

~~(i) — The base floor elevation must remain above the finished grade of the lot and above the grade of the surrounding land area;~~

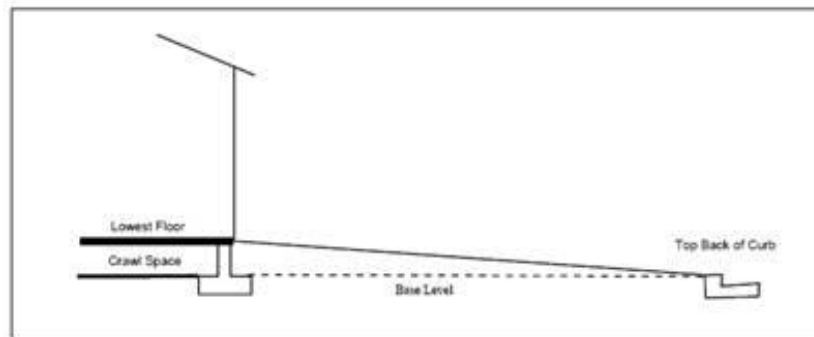
~~(ii) — The garage floor must be above top back of curb and the driveway maintain a negative slope from the garage to the gutter. The finished grade will slope away from the house in accordance with 2021 IRC-401.3;~~

~~(iii) — May not be located in a floodplain; and~~

~~(iv) — Survey may be required to determine elevation compliance is met.~~

(2) To the extent allowed by flood protection measures, underground garages with internal traffic circulation and slab on grade elevations used in conjunction with commercial and multiple-family structures may be depressed below top back of curb, provided the site and adjacent locations have met all the following conditions:

- (a) The entire site surface design allows for discharge of all storm and irrigation waters to an approved drainage system;
- (b) Approved drainage system establishes an emergency overflow protection elevation;
- (c) Garage floor and/or slab on grade elevations shall be a minimum of twelve inches (12") above emergency overflow protection elevation;
- (d) Depth of any on-site parking surface flood potential shall not exceed twelve inches (12") of depth;
- (e) Emergency overflow protection path shall discharge to a public street or other approved location;
- (f) Base elevations shall comply with City floodplain ordinances with relation to elevations set forth by FEMA floodplain maps; and
- (g) All recommendations from licensed geotechnical professionals are satisfied for site conditions.



- (3) (a) For commercial buildings, base floor elevations may be located below back of curb as long as the following criteria are met:
 - (i) The portion of the structure below back of curb that does not meet the criteria under subsection (2) of this Section shall not be used for habitable spaces, as defined by the International Building Code;
 - (ii) The structure must be located on the same site as a land drain and above the elevation of a land drain that is part of the Springville Drainage District's infrastructure system;
 - (iii) A foundation drain shall be installed around the entire foundation of the structure with a sump pump that pumps water into the land drain or by connection that allows discharge by gravitational means;
 - (iv) Prior to constructing the structure, the owner of the structure shall provide written documentation to the City that the Springville Drainage District has approved discharging directly into the Springville Drainage District's infrastructure;
 - (v) The foundation of the structure shall be located not less than four feet (4') above the groundwater as determined by a valid geotechnical report; and
 - (vi) The owner of the property shall sign a release and indemnification document approved by the City that will bind future land owners and be recorded against the property.
- (b) Alternative to subsections (3)(a)(ii) through (3)(a)(v) of this Section: If an approved moisture-proof membrane system which fully encapsulates the below-grade portions of the building is installed such that there can be no below-grade infiltration of water into the structure, then the drainage requirements may be waived. A water infiltration test must be successfully performed and approved prior to any backfilling. Developer shall still be required to meet subsections (3)(a)(i) and (3)(a)(vi) of this Section.

(Adopted by Ord. No. 05-2007; Ord. No. 07-2009, 04/07/2009; Ord. No. 18-2017, 08/01/2017; Ord. No. 03-2018, 03/06/2018; Ord. No. 05-2018, 03/20/2018; Ord. No. 06-2019 § 1, 04/16/2019; Ord. No. 02-2025 § 1, 01/21/2025; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-1-106 International Mechanical Code Adopted. Revised 8/25

~~The International Mechanical Code, as published by the International Code Council and adopted by the State of Utah, including all State statutes, amendments and regulations, is hereby adopted as the City Mechanical Code. The same is adopted with such modifications as set forth in this Title as if fully set forth herein. No appendices of the International Mechanical Code are adopted. The City Recorder shall maintain at least one (1) copy of said Mechanical Code in his office for use and inspection by the public as required by State law.~~

(1979 Code 10-1-6; adopted by Ord. No. 15-83; amended by Ord. No. 5-86; Ord. No. 7-89; Ord. No. 17-91; Ord. No. 8-95; Ord. No. 23-01; Ord. No. 05-2007; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

CHAPTER 2

PLUMBING CODE Revised 8/25

Sections:

10-2-101 International Plumbing Code Adopted. Revised 8/25

10-2-101 International Plumbing Code Adopted. Revised 8/25

The International Plumbing Code, as published by the International Code Council and adopted by the State of Utah, including all State statutes amendments and regulations, is hereby adopted as the City Plumbing Code. The same is adopted, with the modifications set forth in this Title, as if fully set forth herein. No appendices of the International Plumbing Code are adopted. The City Recorder shall maintain at least one (1) copy of said Plumbing Code in his office for use and inspection by the public, as required by State law. It shall be unlawful to install, alter or repair any plumbing in the City in violation of or without complying with such Plumbing Code.

(1968 Code 10-2-1 as amended by Ord. 3-70; amended in codification 1979; 1979 Code 10-2-1; amended by Ord. 15-83, 5-86, 17-91, 2-98 and 23-01; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

CHAPTER 2A

FUEL GAS AND ENERGY CONSERVATION CODES Revised 8/25

Sections:

- 10-2A-101 International Fuel Gas Code Adopted. Revised 8/25
10-2A-201 International Energy Conservation Code. Revised 8/25

10-2A-101 International Fuel Gas Code Adopted. Revised 8/25

The International Fuel Gas Code, as published by the International Code Council and adopted by the State of Utah, including all State statutes, amendments and regulations, is hereby adopted as the City Fuel Gas Code. The same is adopted, with the modifications set forth in this Title, as if fully set forth herein. No appendices of the International Fuel Gas Code are adopted. The City Recorder shall maintain at least one (1) copy of said Fuel Gas Code in his or her office for use and inspection by the public, as required by State law. It shall be unlawful to install, alter or repair any gas piping in the City in violation of or without complying with such Fuel Gas Code.

(Adopted by Ordinance No. 23-01, amended by Ord No. 05-2007; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-2A-201 International Energy Conservation Code. Revised 8/25

The International Energy Conservation Code, as published by the International Code Council and adopted by the State of Utah, including all State statutes, amendments and regulations, is hereby adopted as the City Energy Conservation Code. The same is adopted, with the modifications set forth in this Title, as if fully set forth herein. No appendices of the International Energy Conservation Code are adopted. The City Recorder shall maintain at least one (1) copy of said Energy Conservation Code in his or her office for use and inspection by the public, as required by State law. It shall be unlawful to install, alter or repair any energy conservation materials in the City in violation of or without complying with such Energy Conservation Code.

(Adopted by Ordinance No. 23-01, amended by Ord No 05-2007; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

CHAPTER 3

ELECTRICAL CODE Revised 8/25

Sections:

- 10-3-101 National Electrical Code Adopted. Revised 8/25
- 10-3-102 Permit Required. Revised 8/25
- 10-3-103 Fees. Revised 8/25
- 10-3-104 Installation Standards and Specifications. Revised 8/25
- 10-3-105 Inspection. Revised 8/25
- 10-3-106 Disconnection. Revised 8/25
- 10-3-107 Liability of City. Revised 8/25

10-3-101 National Electrical Code Adopted. Revised 8/25

The National Electrical Code, as published by the National Fire Protection Association and adopted by the State of Utah, including all State statutes, amendments and regulations, is hereby adopted as the City Electrical Code. The same is adopted, with the modifications set forth in this Title, as if fully set forth herein. The City Recorder shall maintain at least one (1) copy of said Electrical Code in his office for use and inspection by the public as required by State law. It shall be unlawful to install, alter, repair or do any electrical work in the City in violation of, or without complying with, the provisions of said Electrical Code and other provisions of this Chapter.

(1968 Code 10-3-1 as amended by Ordinance No. 3-70; amended in codification 1979; 1979 Code 10-3-1; amended by Ordinances No. 11-81, 6-84, 16-87, 12-90, 18-93, 4-97, and 05-2007; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-3-102 Permit Required. Revised 8/25

No person shall install, maintain, alter, repair, extend or reconstruct any electrical work, electrical wiring, electrical devices, fixtures, appliances or equipment, either inside or outside of any building, and no alterations or additions shall be made in existing wiring, nor shall any wiring be installed or done for the placing of any lights, power, or heating devices, or any apparatus which generates, transmits, transforms or utilizes any electricity, nor shall any alterations be made in any wiring system after final inspection without first notifying the electrical inspector and securing a permit therefor, except minor repair work, such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping bare joints and repairing drop cords, and all work done for or on the property of the City or a public utility company, and wiring for appliances and devices operating at less than twenty-five (25) volts, for which work a permit shall not be required. Permits shall be issued to no one other than holders of electrical contractor's certificates or electrical maintenance certificates or their bona fide employees, and to individuals for work to be done on their own premises. The fee for work which has been started before issuance of the permit shall be doubled. Each application for a permit must have attached thereto a sketch or blueprint showing in detail the proposed method of installing, wiring, and apparatus to be installed. In order to secure a permit, a written application shall be made to the Electrical Department on blanks provided for that purpose by said Department, and the applicant therefor shall pay in advance such fees as may be required.

(1968 Code 10-3-4 as amended by Ordinance No. 2-70; amended in codification 1979; 1979 Code 10-3-2; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-3-103 Fees. Revised 8/25

The City Council shall from time to time by resolution fix the amount of permit and inspection fees relating to installing, altering, repairing and doing other electrical work within the City. All such fee schedules shall be made a matter of public record, filed with the City Recorder, and be available for inspection by any person during normal business hours.

(1968 Code 10-3-4 as amended by Ord. No. 2-70; amended in codification 1979; 1979 Code 10-3-3; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-3-104 Installation Standards and Specifications. Revised 8/25

(1) Except as otherwise herein provided, all electrical wiring installations or electrical fixtures, apparatus, or appliances for furnishing light, heat, power, telegraph, telephone, district messenger, and other electrical work introduced into or placed in or on any building or structure in the City shall be in conformity with the Electrical Code adopted by Section 10-3-101, and all fittings and materials used in such installations must be approved therein.

(2) Each flat or dwelling place in an apartment house, flat building, or building designed for two (2) or more dwellings shall be provided with an independent service, unless the cutouts or meters are grouped in a cabinet or closet opening into a public hallway, so as to be readily accessible at all times.

(1968 Code 10-3-5 as amended by Ordinances No. 3-70 and 3-71; amended in codification 1979; 1979 Code 10-3-4; amended by Ordinance No. 13-94; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-3-105 Inspection. Revised 8/25

An inspector appointed by the City shall inspect any and all work for which permits have been issued as soon as practicable after notice in writing that the work is ready for inspection. The work will not be considered ready for inspection and covering until all enclosed plumbing, steam heating, furnace work, and gas fittings are in place. Inspections shall, when necessary, be made two (2) or more times during the progress of installation. It shall be the duty of said inspector to indicate inspection of any work by a tag or label attached to the service or switch wires and a certificate issued to the person holding the permit. Such tag or label shall state the date and whether first or final inspection has been made. It shall be unlawful for any person to cover or conceal any electrical work until such inspection tag has been placed. The inspector shall issue a certificate showing the result of such examination and cause any corrections in said work to be made if necessary.

(1968 Code 10-3-7 as amended by Ordinance No. 3-70; amended in codification 1979; 1979 Code 10-3-5; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-3-106 Disconnection. Revised 8/25

If the inspector shall find any part of any electric light or power wiring, appliances, apparatus, or fixtures, to have been installed without permit or installed not in accordance with the provisions of this Chapter, or to be dangerous to life or property, the inspector shall have the right and power to disconnect such defective work, fixtures, appliances, or apparatus, and place a seal upon the same, and shall at the same time give written notice of such disconnection to the owner or occupant of the building. After such disconnected wiring, fixtures, appliances, or apparatus has been put in condition required by this Chapter, the seal so placed shall be removed, but only upon order of the inspector. It shall be unlawful for any person to use any current in, through or by means of such disconnected wiring, appliances, apparatus, or fixtures, or to attach other wires for the supply of current to such disconnected wiring, fixtures, appliances, or apparatus, or to remove, break, or deface any seal so placed.

(1968 Code 10-3-8,9 as amended by Ordinance No. 3-70; amended in codification 1979; 1979 Code 10-3-6; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

10-3-107 Liability of City. Revised 8/25

Nothing in this Chapter shall be construed to relieve or lessen the responsibilities of any person owning, operating or installing any electrical wires, fixtures, appliances, apparatus, construction or equipment, for damages to anyone injured or damaged either in person or property by any defect therein. Nor shall the City or any agent thereof be held as assuming any liability by reason of the inspection authorized herein or the certificate of inspection issued by the City.

(1968 Code 10-3-10 as amended by Ordinance No. 3-70; amended in codification 1979; 1979 Code 10-3-7; Ord. No. 16-2025 § 1 (Exh. A), 07/15/2025)

CHAPTER 4

Mechanical Code

10-4-101 International Mechanical Code Adopted. Revised 8/25

The International Mechanical Code, as published by the International Code Council and adopted by the State of Utah, including all State statutes, amendments and regulations, is hereby adopted as the City Mechanical Code. The same is adopted with such modifications as set forth in this Title as if fully set forth herein. No appendices of the International Mechanical Code are adopted. The City Recorder shall maintain at least one (1) copy of said Mechanical Code in his office for use and inspection by the public as required by State law.

CHAPTER 5

Wildland-Urban interface Code

10-5-101 Wildland-Urban Interface Code Adopted.

The 2006 Utah Wildland-Urban Interface Code, as published by the International Code Council and adopted by the State of Utah, including all State statutes amendments and regulations, is hereby adopted as the City Wildland-Urban Interface Code. The same is adopted, with the modifications set forth in this Title, as if fully set forth herein. No appendices of the Wildland-Urban Interface Code are adopted. The City Recorder shall maintain at least one (1) copy of said Wildland-Urban Interface Code in their office for use and inspection by the public, as required by State law. It shall be unlawful to install, alter or repair any building within a Wildland-Urban Interface in the City in violation of or without complying with such Wildland-Urban Interface Code.

10-5-102 Lands Subject to Wildland-Urban Interface Code

The Wildland Urban Interface Code applies to property shown on the Wildland Urban Interface Map, a copy of which shall be maintained on file with the Springville City Recorders Office.

CHAPTER 46

ENFORCEMENT

Sections:

- 10-46-101 Building Inspector.
- 10-46-102 Permits.
- 10-46-103 Plans and Specifications.
- 10-46-104 Related Regulations.
- 10-46-105 Stop Order.
- 10-46-106 Interpretation.
- 10-46-107 Penalty.

10-46-101 Building Inspector.

The City Building Inspector shall enforce all provisions of this Title but in so doing shall be assisted by the superintendents and personnel of the various departments of the City directly or indirectly affected who shall make such inspections as he may request or designate.

(1968 Code 10-4-1; amended in codification 1979; 1979 Code 10-4-1)

10-46-102 Permits.

No person shall commence or perform any work within the City regulated or controlled by the provisions of this Title, except such minor work as may be excepted therefrom, without first having applied to the City and having been granted a permit to do so by the Building Inspector or other authorized officer and paying in advance all permit and inspection fees.

(1968 Code 10-4-2; amended in codification 1979; 1979 Code 10-4-2)

10-46-103 Plans and Specifications.

No permit shall be issued for any work regulated or controlled in any way by the provisions of this Title unless the application is accompanied by all plats, plans, drawings, specifications, and other information required by the various codes adopted hereby.

(1968 Code 10-4-3; amended in codification 1979; 1979 Code 10-4-3)

10-46-104 Related Regulations.

All work done under any permit issued pursuant to this Title shall be in full compliance with the planning and zoning regulations, water and sewer regulations, fire code, regulations pertaining to streets and walks, and all other provisions of this Code and all conditions of approval of any subdivision.

(1968 Code 19-4-4; amended in codification 1979; 1979 Code 10-4-4)

10-46-105 Stop Order.

Whenever any work is being done in violation of the provisions of this Title, or at variance with the provisions of any permit issued for such work, or in violation of any of the regulations cited in the preceding Section, the Building Inspector may order all work on the job stopped until such violation or variance is eliminated and any work or installation made in violation of such provisions corrected. Such stop order, if oral, shall be followed by a written stop order within one hour. Such written stop order may be served by the Building Inspector, or any of his agents, or any police officer. It shall be unlawful for any person to do or perform any work in violation of such stop order, except as may be necessary to prevent injury or damage to persons or property. Any stop order may be revoked by the Building Inspector, Mayor, or City Council.

(1968 Code 10-4-5; amended in codification 1979; 1979 Code 10-4-5)

10-46-106 Interpretation.

Whenever in the codes adopted by this Title it is provided that anything must be done to the approval or subject to the direction of the Building Inspector or any other officer of the City, such officer shall have only the discretion of determining whether the rules and standards established by ordinance or resolution of the City Council have been complied with; and no such provision shall be construed as giving any officer discretionary powers as to what regulations or standards shall be, or power to require conditions not prescribed by ordinance or resolution, or to enforce any provisions in an arbitrary or discriminatory manner.

(1968 Code 10-4-7; amended in codification 1979; 1979 Code 10-4-6)

10-46-107 Penalty.

Any person violating any provision of this Title or of the codes adopted hereby, shall be guilty of a misdemeanor and upon conviction thereof shall be liable to punishment by a fine in an amount not to exceed \$299, or by imprisonment for a term not to exceed six months, or by both such fine and imprisonment.

(1968 Code 10-4-7; amended in codification 1979; 1979 Code 10-4-7)

CHAPTER ~~6~~7

GRADING

Sections:

- 10-~~6~~7-101 Purpose.
- 10-~~6~~7-102 Permits Required.
- 10-~~6~~7-103 Hazards.
- 10-~~6~~7-104 Definitions.
- 10-~~6~~7-105 Grading Permits.
- 10-~~6~~7-106 Fees.
- 10-~~6~~7-107 Bonds.
- 10-~~6~~7-201 Cuts.
- 10-~~6~~7-202 Fills.
- 10-~~6~~7-203 Setbacks.
- 10-~~6~~7-204 Drainage and Terracing.
- 10-~~6~~7-205 Erosion Control.
- 10-~~6~~7-301 Grading Inspection.
- 10-~~6~~7-302 Completion of Work.

10-~~6~~7-101 Purpose.

- (1) The purpose of this chapter is to safeguard life, limb, property and the public welfare by regulating grading on private property.
- (2) This chapter sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction.

(Adopted by Ordinance No. 6-95)

10-~~6~~7-102 Permits Required.

- (1) Except as specified in Subsection (2) of this section, no person shall do any grading without first having obtained a grading permit from the building official.
- (2) A grading permit is not required for the following:
 - (a) when approved by the building official, grading in an isolated, self-contained area if there is no danger to private or public property.
 - (b) an excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than five feet (5') after the completion of such structure.
 - (c) cemetery graves.
 - (d) refuse disposal sites controlled by other regulations.
 - (e) excavations for wells or tunnels or utilities.
 - (f) mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where permitted by Title 11 of this Code or by other law or regulation.
 - (g) exploratory excavations under the direction of soil engineers or engineering geologists.

(h) an excavation which (i) is less than two feet (2') in depth, or (ii) which does not create a cut slope greater than 5 feet (5') in height and steeper than one and one half ($1\frac{3}{4}$) horizontal to one (1) vertical.

(i) a fill which does not exceed fifty (50) cubic yards on any one site and does not obstruct a drainage course and which (i) is less than one (1) foot in depth and placed on natural terrain with a slope flatter than five (5) horizontal to one (1) vertical, or (ii) is less than three (3) feet in depth, not intended to support structures.

(j) grading for construction of any public street or other public work when the same has been approved by the governmental entity having jurisdiction.

(k) any grading for which a permit has been issued pursuant to the Uniform Building Code adopted by Chapter 1 of this Title.

(3) Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances.

(4) The exemptions provided by subsections (2)(e), (f), (h) and (i) shall not apply within the H-1 Hillside Zone.

(Adopted by Ordinance No. 6-95; amended by Ordinance No. 18-97)

10-~~67~~-103 Hazards.

Whenever the building official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the building official, shall within the period specified therein repair or eliminate such excavation or embankment so as to eliminate the hazard and be in conformance with the requirements of this chapter.

(Adopted by Ordinance No. 6-95)

10-~~67~~-104 Definitions.

For the purposes of this chapter the definitions listed hereunder shall be construed as specified in this section:

(1) "Approval" shall mean the proposed work or completed work conforms to this chapter in the opinion of the building official.

(2) "As-Graded" is the extent of surface conditions on completion of grading.

(3) "Bedrock" is in-place solid rock.

(4) "Bench" is a relatively level step excavated into earth material on which fill is to be placed.

(5) "Borrow" is earth material acquired from an off-site location for use in grading on a site.

(6) "Building Official" is the official appointed to administer and enforce the Uniform Building Code adopted by Chapter 1 of this Title.

(7) "Civil Engineer" is a professional engineer registered in the state to practice in the field of civil works.

(8) "Civil Engineering" is the application of the knowledge of the forces of nature, principles of mechanics and the properties of materials to the evaluation, design and construction of civil works.

(9) "Compaction" is the densification of a fill by mechanical means.

(10) "Earth Material" is any rock, natural soil or fill or any combination thereof.

(11) "Engineering Geologist" is a geologist experienced and knowledgeable in engineering geology.

- (12) “Engineering Geology” is the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.
- (13) “Erosion” is the wearing away of the ground surface as a result of the movement of wind, water or ice.
- (14) “Excavation” is the mechanical removal of earth material.
- (15) “Fill” is a deposit of earth material placed by artificial means.
- (16) “Grade” is the vertical location of the ground surface.
 - (a) “Existing Grade” is the grade prior to grading.
 - (b) “Rough Grade” is the stage at which the grade approximately conforms to the approved plan.
 - (c) “Finish Grade” is the final grade of the site which conforms to the approved plan.
- (17) “Grading” is any excavating or filling or combination thereof.
- (18) “Key” is a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.
- (19) “Professional Inspection” is the inspection required by this chapter to be performed by the civil engineer, soils engineer or engineering geologist. Such inspections include that performed by persons supervised by such engineers or geologists and shall be sufficient to form an opinion relating to the conduct of the work.
- (20) “Site” is any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.
- (21) “Slope” is an inclined ground surface the inclination of which is expressed as a ratio of horizontal distance to vertical distance.
- (22) “Soil” is naturally occurring superficial deposits overlying bedrock.
- (23) “Soils Engineering” is the application of the principles of soils mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection or testing of the construction thereof.
- (24) “Terrace” is a relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes.

(Adopted by Ordinance No. 6-95)

10-67-105 Grading Permits.

- (1) Except as exempted in 10-6-102(2), no person shall do any grading without first obtaining a grading permit from the building official. A separate permit shall be obtained for each site, and may cover both excavation and fills.
- (2) To obtain a permit required by this chapter, the applicant shall file an application therefor in writing on a form furnished by the City for that purpose. Each application shall:
 - (a) identify and describe the work to be covered by the permit for which application is made;
 - (b) describe the land on which the proposed work is to be done by legal description, street address or similar description that will identify and definitely locate the proposed work;
 - (c) indicate the purpose for which the proposed work is intended;
 - (d) be accompanied by plans, diagrams, computations, and specifications showing the existing grade, finish grade, depth of cut, depth of fill, quantity of grading, and all cut and fill slopes;

- (e) be signed by applicant or applicant's authorized agent;
 - (f) include copies of written approval from governmental authorities having jurisdiction if the building official reasonably believes that the grading may affect any stream or wetland; and
 - (g) give such other data and information as may be required by the building official.
- (3) Grading in excess of 5,000 cubic yards shall be performed in accordance with the approved grading plan prepared by a civil engineer and shall be designated as "engineered grading." Grading involving less than 5,000 cubic yards shall be designated 'regular grading' unless the permittee chooses to have the grading performed as engineered grading, or the building official determines that special conditions or unusual hazards exist, in which case grading shall conform to the requirements for engineered grading.
- (4) (a) Application for a grading permit for engineered grading shall be accompanied by two sets of plans and specifications, and supporting data consisting of a soils engineering report and engineering geology report. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the building official.
- (b) Specifications shall contain information covering construction and material requirements.
 - (c) Plans shall be drawn to scale upon substantial paper or Mylar and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that the work will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give the location of the work, the name and address of the owner and the person by whom they were prepared.
 - (d) The plans shall include the following information:
 - (i) general vicinity of the proposed site;
 - (ii) property limits and accurate contours of existing ground and details of terrain and area drainage;
 - (iii) limiting dimensions, elevations or finish contours to be achieved by the grading, and proposed drainage channels and related construction;
 - (iv) detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as a part of, the proposed work together with a map showing the drainage area and the estimated runoff of the area served by any drains;
 - (v) location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners which are within fifteen feet (15') of the property or which may be affected by the proposed grading operations;
 - (vi) recommendations included in the soils engineering report and the engineering geology report shall be incorporated in the grading plans or specifications. When approved by the building official, specific recommendations contained in the soils engineering report and the engineering geology report, which are applicable to grading, may be included by reference; and
 - (vii) the dates of the soils engineering and engineering geology reports together with the names, addresses and phone numbers of the firms or individuals who prepared the reports.
- (5) The soils engineering report required by subsection (4) shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and opinion on adequacy for the intended use of sites to be developed by the proposed grading as affected by soils engineering factors, including the stability of slopes.
- (6) The engineering geology report required by subsection (4) shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed

development, and opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors.

(7) Each application for a grading permit for regular grading shall be accompanied by a plan in sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner and the name of the person who prepared the plan. The plan shall include the following information:

- (a) general vicinity of the proposed site.
- (b) limiting dimensions and depth of cut and fill.
- (c) location of any buildings or structures where work is to be performed, and the location of any buildings or structures within fifteen feet (15') of the proposed grading.

(8) (a) The application, plans, specifications, computations and other data filed by an applicant for permit shall be reviewed by the building official. Such plans may be reviewed by other departments of the City to verify compliance with any applicable laws and ordinances under their jurisdiction. If the building official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this chapter and other pertinent laws and ordinances, and that the fees specified in Section 10-6-106 have been paid, the building official shall issue a permit therefor to the applicant.

(b) When the building official issues the permit where plans are required, the building official shall endorse in writing or stamp the plans and specifications "APPROVED" and endorse thereon the date of approval. Such approved plans and specifications shall not be changed, modified or altered without authorization from the building official, and all work regulated by this chapter shall be done in accordance with the approved plans.

(c) The building official may require that grading operations and project designs be modified if delays occur which incur weather-generated problems not considered at the time the permit was issued.

(d) The building official may require professional inspection and testing by the soils engineer.

(Adopted by Ordinance No. 6-95)

10-67-106 Fees.

(1) When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be as set forth in the following table:

GRADING PLAN REVIEW FEES

50 cubic yards or less	No fee
51 to 100 cubic yards	\$15.00
101 to 1,000 cubic yards	\$22.50
1,001 to 10,000 cubic yards	\$30.00
10,001 to 100,000 cubic yards--\$30.00 for the first 10,000 cubic yards, plus \$15.00 for each additional 10,000 yards or fraction thereof.	
100,001 to 200,000 cubic yards--\$165.00 for the first 100,000 cubic yards, plus \$9.00 for each additional 10,000 cubic yards or fraction thereof.	
200,001 cubic yards or more--\$255.00 for the first 200,000 cubic yards, plus \$4.50 for each additional 10,000 cubic yards or fraction thereof.	

Other Fees:

Additional plan review required by changes, additions or revisions to approved plans (minimum charge--one-half hour) \$35.00 per hour

For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.

- (2) A fee for each grading permit shall be paid to the building official as set forth in the following table:

GRADING PERMIT FEES

50 cubic yards or less	\$15.00
51 to 100 cubic yards	\$22.50
101 to 1,000 cubic yards--\$22.50 for the first 100 cubic yards, plus \$10.50 for each additional 100 cubic yards or fraction thereof.	
1,001 to 10,000 cubic yards--\$117.00 for the first 1,000 cubic yards, plus \$9.00 for each additional 1,000 cubic yards or fraction thereof.	
10,001 to 100,000 cubic yards--\$198.00 for the first 10,000 cubic yards, plus \$40.50 for each additional 10,000 cubic yards or fraction thereof.	
100,001 cubic yards or more--\$562.50 for the first 100,000 cubic yards, plus \$22.50 for each additional 10,000 cubic yards or fraction thereof.	

Other Inspections and Fees:

1. Inspections outside of normal business hours (minimum charge--two hours)	\$35.00 per hour
2. Reinspection fees	\$35.00 per hour
3. Inspections for which no fee is specifically indicated (minimum charge--one-half hour).	\$35.00 per hour

- (3) Separate plan review fees and permit fees shall apply to retaining walls or major drainage structures for which permits are required by the Uniform Building Code adopted by Chapter 1 of this Title. There shall be no separate charge for standard terrace drains and similar facilities.

(Adopted by Ordinance No. 6-95)

10-~~67~~-107 Bonds.

The building official may require bonds in such form and amounts as may be deemed necessary to assure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions. The building official may require bonds in such form and amounts as may be deemed necessary to assure that any damage to public improvements which may occur during the work will be corrected. In lieu of a surety bond the applicant may file a cash bond or instrument of credit with the building official in an amount equal to that which would be required in the surety bond.

(Adopted by Ordinance No. 6-95)

10-~~67~~-201 Cuts.

- (1) Unless otherwise recommended in the approved soils engineering or engineering geology report, cuts shall conform to the provisions of this section. In the absence of an approved soils engineering report, these provisions may be waived for minor cuts not intended to support structures.

- (2) The slope of cut surfaces shall be no steeper than is safe for the intended use and shall be no steeper than two (2) horizontal to one (1) vertical unless the permittee furnishes a soils engineering or an engineering geology report, or both, stating that the site has been investigated and giving an opinion that a cut at a steeper slope will be stable and not create a hazard to public or private property.

(Adopted by Ordinance No. 6-95)

10-~~67~~-202 Fills.

- (1) Unless otherwise recommended in the approved soils engineering report, fills shall conform to the provisions of this section. In the absence of an approved soils engineering report, these provisions may be waived for minor fills not intended to support structures.

- (2) Fill slopes shall not be constructed on natural slopes steeper than two to one (2:1). The ground surface shall be prepared to receive fill by removing vegetation, non-complying fill, topsoil and other unsuitable materials

scarifying to provide a bond with the new fill and, where slopes are steeper than five to one (5:1) and the height is greater than five feet (5'), by benching into sound bedrock or other competent material as determined by the soils engineer. The bench under the toe of a fill on a slope steeper than 5:1 shall be at least 10 feet (10') wide. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be provided. When fill is to be placed over a cut, the bench under the toe of fill shall be at least 10 feet (10') wide but the cut shall be made before placing the fill and accepted by the soils engineer or engineering geologist or both as a suitable foundation for fill.

(3) Detrimental amounts of organic material shall not be permitted in fills. Except as permitted by the building official, no rock or similar irreducible material with a maximum dimension greater than 12 inches (12') shall be buried or placed in fills. The building official may permit placement of larger rock when the soils engineer properly devises a method of placement, and continuously inspects its placement and approves the fill stability.

(4) All fills shall be compacted to a minimum of 90 percent (90%) of maximum density.

(5) The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than two (2) horizontal to one (1) vertical.

(Adopted by Ordinance No. 6-95)

10-~~67~~-203 Setbacks.

(1) Cut and fill slopes shall be set back from site boundaries in accordance with this section. Setback dimensions shall be horizontal distances measured perpendicular to the site boundary. Setback dimensions shall be as shown below:

(2) The top of cut slopes shall not be made nearer to a site boundary line than one-fifth (1/5) of the vertical height of cut with a minimum of two feet (2') and a maximum of ten feet (10'). The setback may need to be increased for any required interceptor drains.

(3) The toe of fill slope shall be made not nearer to the site boundary line than one-half (1/2) the height of the slope with a minimum of two feet (2') and a maximum of twenty feet (20'). Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the building official deems necessary to protect the adjoining property from damage as a result of such grading. These precautions may include but are not limited to:

- (a) additional setbacks.
- (b) provision for retaining or slough walls.
- (c) mechanical or chemical treatment of the fill slope surface to minimize erosion.
- (d) provisions for the control of surface waters.

(4) The building official may approve alternate setbacks. The building official may require an investigation and recommendation by a qualified engineer or engineering geologist to demonstrate that the intent of this section has been satisfied.

(Adopted by Ordinance No. 6-95)

10-~~67~~-204 Drainage and Terracing.

(1) Unless otherwise indicated on the approved grading plan, drainage facilities and terracing shall conform to the provisions of this section for cut or fill slopes steeper than three (3) horizontal to one (1) vertical.

(2) (a) Terraces at least six feet (6') in width shall be established at not more than thirty-foot (30') vertical intervals on all cut or fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than sixty feet (60') and up to 120 feet in vertical height, one terrace at approximately mid-height shall be twelve feet (12') in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet in height shall be designed by the civil engineer and approved by the building official. Suitable access shall be provided to permit proper cleaning and maintenance.

(b) Swales or ditches on terraces shall have a minimum gradient of 5 percent (5%) and must be paved with reinforced concrete not less than three inches (3') in thickness or an approved equal paving. They shall have a minimum depth at the deepest point of one foot (1') and a minimum paved width of five feet (5').

(c) A single run of swale or ditch shall not collect runoff from a tributary area exceeding 13,500 square feet (projected) without discharging into a down drain.

(3) Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.

(4) All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the building official or other appropriate official as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices. Building pads shall have a drainage gradient of two percent (2%) toward approved drainage facilities, unless waived by the building official. The gradient from the building pad may be one percent (1%) if all of the following conditions exist throughout the permit area:

(a) no proposed fills are greater than ten feet (10') in maximum depth.

(b) no proposed finish cut or fill slope faces have a vertical height in excess of ten feet (10').

(c) no existing slope faces, which have a slope face steeper than ten (10) horizontal to one (1) vertical, have a vertical height in excess of ten feet (10').

(5) Paved interceptor drains shall be installed along the top of all cut slopes where the tributary drainage area above slopes toward the cut and has a drainage path greater than forty feet (40') measured horizontally. Interceptor drains shall be paved with a minimum of three inches (3") of concrete or gunite and reinforced. They shall have a minimum depth of twelve inches (12") and a minimum paved width of thirty inches (30') measured horizontally across the drain. The slope of drain shall be approved by the building official.

(Adopted by Ordinance No. 6-95)

10-~~67~~-205 Erosion Control.

(1) The faces of cut and fill slopes shall be prepared and maintained to control against erosion. This control may consist of effective planting. The protection for the slopes shall be installed as soon as practicable and prior to calling for final approval. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted.

(2) Where necessary, check dams, cribbing, rip-rap or other devices or methods shall be employed to control erosion and provide safety.

(Adopted by Ordinance No. 6-95)

10-~~67~~-301 Grading Inspection.

(1) Grading operations for which a permit is required shall be subject to inspection by the building official. Professional inspection of grading operations shall be provided by the civil engineer, soils engineer and the engineering geologist retained to provide such services in accordance with subsection (5) for engineered grading and as required by the building official for regular grading.

(2) The civil engineer shall provide professional inspection within such engineer's area of technical specialty, which shall consist of observation and review as to the establishment of line, grade and surface drainage of the development area. If revised plans are required during the course of the work they shall be prepared by the civil engineer.

(3) The soils engineer shall provide professional inspection within such engineer's area of technical specialty, which shall include observation during grading and testing for required compaction. The soils engineer shall provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this chapter. Revised recommendations relating to conditions differing from the approved soils

engineering and engineering geology reports shall be submitted to the permittee, the building official and the civil engineer.

(4) The engineering geologist shall provide professional inspection within such engineer's area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. Revised recommendations relating to conditions differing from the approved engineering geology report shall be submitted to the soils engineer.

(5) The permittee shall be responsible for the work to be performed in accordance with the approved plans and specifications and in conformance with the provisions of this code, and the permittee shall engage consultants, if required, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the consultants, the contractor and the building official. In the event of changed conditions, the permittee shall be responsible for informing the building official of such change and shall provide revised plans for approval.

(6) The building official shall inspect the project at the various stages of work requiring approval to determine that adequate control is being exercised by the professional consultants.

(7) If, in the course of fulfilling their respective duties under this chapter, the civil engineer, the soils engineer or the engineering geologist finds that the work is not being done in conformance with this chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the permittee and to the building official.

(8) If the civil engineer, the soils engineer, or the engineering geologist of record is changed during grading, the work shall be stopped until the replacement has agreed in writing to accept their responsibility within the area of technical competence for approval upon completion of the work. It shall be the duty of the permittee to notify the building official in writing of such change prior to the recommencement of such grading.

(Adopted by Ordinance No. 6-95)

10-~~67~~-302 Completion of Work.

(1) Upon completion of the rough grading work and at the final completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is performed for regular grading, as applicable:

(a) An as-built grading plan prepared by the civil engineer retained to provide such services in accordance with Section 10-6-301(5) showing original ground surface elevations, as-graded ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and of the outlets of subsurface drains. As-constructed locations, elevations and details of the subsurface drains shall be shown as reported by the soils engineer. Civil engineers shall state that to the best of their knowledge the work within their area of responsibility was done in accordance with the final approved grading plan.

(b) A report prepared by the soils engineer retained to provide such services in accordance with Section 10-6-301(5), including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the approved soils engineering investigation report. Soils engineers shall submit a statement that, to the best of their knowledge, the work within their area of responsibilities is in accordance with the approved soils engineering report and applicable provisions of this chapter.

(c) A report prepared by the engineering geologist retained to provide such services in accordance with Section 10-6-301(5), including a final description of the geology of the site and any new information disclosed during the grading and the effect of same on recommendations incorporated in the approved grading plan. Engineering geologists shall submit a statement that, to the best of their knowledge, the work within their area of responsibility is in accordance with the approved engineering geologist report and applicable provisions of this chapter.

(d) The grading contractor shall submit in a form prescribed by the building official a statement of conformance to said as-built plan and the specifications.

(2) The permittee shall notify the building official when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures have been completed in accordance with the final approved grading plan, and the required reports have been submitted.

(Adopted by Ordinance No. 6-95)

CHAPTER ~~7~~8

AUTOMATIC ADOPTION OF BUILDING AND CONSTRUCTION STANDARDS AND CODES

Sections:

10-~~7~~8-101 Automatic Adoption.

10-~~7~~8-101 Automatic Adoption.

New editions of the various State of Utah, national, and international building and construction standards and codes as specified in sections 10-1-101, ~~10-1-106~~, 10-2-101, 10-2A-101, 10-2A-201, ~~and~~ 10-3-101, 10-4-101 and 10-5-101 of the Springville City Code or other such buildings and construction codes as adopted by Springville City and the State of Utah, including all State statutes and regulations, shall be automatically adopted unless otherwise specified or amended therein.

(Adopted by Ord. No. 15-2007, 03/06/2007)

CHAPTER 89

EXCAVATION PERMITS

Sections:

- 10-89-010 Definitions.
- 10-89-020 Permit Required.
- 10-89-030 Permit Application Requirements.
- 10-89-040 Emergency Work.
- 10-89-050 Permit Fees.
- 10-89-060 Permit – Contents, Duration and Extensions.
- 10-89-070 Permit – No Transfer or Assignment.
- 10-89-080 Compliance with Specifications, Standards, Traffic-Control Regulations; Site Permittee Identification.
- 10-89-090 Other Highway Permits.
- 10-89-100 Relocation of Structures in Public Ways.
- 10-89-110 Impact of Excavation on Existing Improvements.
- 10-89-120 Restoration of Public Property.
- 10-89-130 Insurance Requirements.
- 10-89-140 Bond – When Required, Conditions, Warranty.
- 10-89-150 Hold Harmless Agreement; Limitations on City Liability.
- 10-89-160 Work Without Permit – Penalty.
- 10-89-170 Failure to Comply; Default in Performance.
- 10-89-180 Failure to Conform to Design Standards – Penalty.
- 10-89-190 Appeal of Suspension, Revocation, or Stop Order.
- 10-89-200 Tampering with Traffic Barricades.
- 10-89-210 Conflict with Governing Provisions.
- 10-89-220 Violation – Penalty.

10-89-010 Definitions.

- (1) “Applicant” means any person who makes application for a permit.
- (2) “Business” means any place in the City in which there is conducted or carried on principally or exclusively any pursuit or occupation for the purpose of gaining a livelihood.
- (3) “City” means Springville City, a municipal corporation of the State of Utah.
- (4) “City Engineer” means the Springville City Engineer, or his/her authorized representative.
- (5) “Emergency” means any unforeseen circumstances or occurrence, the existence of which constitutes a clear and immediate danger to persons or property, or which causes interruption of utility services.
- (6) “Engineering Regulations,” “Specifications,” and “Design Standards” mean the latest version of the Engineering Regulations, or Standard Specifications for construction published by the City Engineer and/or adopted by the City.
- (7) “Failure” means a work site restoration which fails to meet City Engineering Regulations, or which results in a deteriorated or substandard condition within the duration of the warranty period. Failure may be settlement of surfaces, deterioration of materials, or other surface irregularities. Measurement of failure shall be further defined in the Engineering Regulations.
- (8) “Infrastructure Provider” means a person providing to another, for the purpose of providing utility systems or utility services to customers, all or part of the necessary System which uses the public right-of-way.
- (9) “Manual on Uniform Traffic Control Devices” means the manual on traffic control devices for streets and highways as published by the U.S. Department of Transportation and/or the Federal Highway Administration.

- (10) “Operator” means any person who provides service over a System and directly or through one or more affiliates owns a controlling interest in such System, or who otherwise controls or is responsible for the operation of such a System.
- (11) “Permittee” means any Person which has been issued a permit and thereby has agreed to fulfill the requirements of this Chapter.
- (12) “Person” means and includes any natural person, partnership, firm, association, Provider, corporation, company, organization, or entity of any kind.
- (13) “Pipe Driveway” means a driveway approach which uses a pipe or other means to bridge the gutter.
- (14) “Property Owner” means person or persons who have legal title to property and/or equitable interest in the property, or the ranking official or agent of a company having legal title to property and/or equitable interest in the property.
- (15) “Provider” means an Operator, Infrastructure Provider, Reseller, System Lessee, or Public Utility Company.
- (16) “Public Utility Company” means any company subject to the jurisdiction of the Utah State Public Service Commission, or any mutual corporation providing gas, electricity, water, telephone, or other utility product or services for use by the general public.
- (17) “Public Way” means and includes all public rights-of-way and easements, public footpaths, walkways and sidewalks, public streets, public roads, public highways, public alleys, and public drainage ways. It does not, however, include utility easements not within public ways of the City.
- (18) “Private Drain Line” means a pipe installed solely for the transmission of water collected or generated on private property such as drainage, spring, or storm water, or condensate into the public drainage system.
- (19) “Reseller” refers to any person that provides service over a System for which a separate charge is made, where that person does not own or lease the underlying System used for the transmission and does not install any System in the rights-of-way.
- (20) “Resident” means the person or persons currently making their home at a particular dwelling.
- (21) “Storm Drain” means a dedicated pipe, conduit, water way, or ditch installed in a right-of-way or easement for the transmission of storm and drainage water. This term does not include private drain lines.
- (22) “System” means all conduits, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, wire and appurtenances owned, leased, or used by a provider located in the construction, ownership, operation, use or maintenance of a telecommunications or utility system.
- (23) “System Lessee” refers to any person that leases a System or a specific portion of a System to provide services.
- (24) “Work Site Restoration” means and includes the restoring of the original ground or paved hard surface area to comply with engineering regulations, and includes but is not limited to repair, cleanup, backfilling, compaction, and stabilization, paving and other work necessary to place the site in acceptable condition following the conclusion of the work, or the expiration or revocation of the permit.

10-89-020 Permit Required.

Any person desiring to perform work of any kind in a Public Way within the City, shall make application for a permit. The decision by the City to issue a permit shall include, among other factors determined by the City, the following:

- (1) The capacity of the Public Way to accommodate the facilities or structures proposed to be installed in the public way;

- (2) The capacity of the Public Way to accommodate multiple wire in addition to cables, conduits, pipes or other facilities or structures of other users of the Public Way, such as electrical power, telephone, gas, sewer and water;
- (3) The damage or disruption, if any of public or private facilities, improvements, or landscaping previously existing in the Public Way; and
- (4) The public interest in minimizing the cost and disruption of construction from numerous excavations of the Public Way.

10-89-030 Permit Application Requirements.

- (1) Application for a permit shall be filed with the City Engineer on a form or forms to be furnished by the City. Property owners and/or tenants for whom work is being done shall be responsible for obtaining the permits, provided, however, contractors may obtain the permit in the contractor's name.
- (2) No person shall be eligible to apply for or receive permits to do work within the Public Ways of the City, save and except the following:
 - (a) Contractors licensed by the state as general contractors;
 - (b) Providers;
 - (c) Property owners installing, replacing, or maintaining less than five hundred square feet or one hundred linear feet of sidewalk, curb, and gutter, or driveway approach, or other work approved by the City Engineer, upon a portion of the public way adjacent to their residence; or
 - (d) Persons offering a service which requires occupation of the public way, such as scaffold or staging, staging of a crane, installation or maintenance of electric signs, glass, awnings, and painting or cleaning of buildings or sign boards or other structures.
- (3) The City Engineer may deny the issuance of permits to contractors, utility companies, or other permit Applicants who have shown by past performance that in the opinion of the City Engineer they will not consistently conform to the Engineering Regulations, Specifications, Design Standards, or the requirements of this Chapter.
- (4) When necessary, in the judgment of the City Engineer, to fully determine the relationship of the work proposed to existing or proposed facilities within the Public Ways, or to determine whether the work proposed complies with the Engineering Regulations, Construction Specifications and Design Standards, the City Engineer may require the filing of engineering plans, specifications and sketches showing the proposed work in sufficient detail to permit determination of such relationship or compliance, or both, and the application shall be deemed suspended until such plans and sketches are filed and approved.
- (5) It shall be unlawful for any person to commence work upon any Public Way until the City Engineer has approved the application and until a permit has been issued for such work, except as specifically approved to the contrary in this Chapter.
- (6) The disapproval or denial of an application by the City Engineer may be appealed by the Applicant to the City Council by filing of a written notice of appeal within ten (10) days of the action of the City Engineer. The City Council shall hear such appeal, if written request therefor is timely filed as soon as practicable, and render its decision within two weeks following notice of such appeal.
- (7) In approving or disapproving work within any Public Way, or permits therefor, in the inspection of such work; in reviewing plans, sketches or specifications, and generally in the exercise of the authority conferred upon him/her by this Chapter, the City Engineer shall act in such manner as to preserve and protect the Public Way and the use thereof, but shall have no authority to govern the actions or inaction of Permittees and Applicants or other persons which have no relationship to the use, preservation or protection of the Public Way.
- (8) A permit is not required from the City Engineer for hand digging excavations for installation or repair of sprinkler systems and landscaping within the nonpaved areas of the Public Way. However, conformance to all City specifications is required.

10-82-040 Emergency Work.

- (1) Any person maintaining pipes, lines, or facilities in the Public Way may proceed with work upon existing facilities without a permit when emergency circumstances demand the work to be done immediately; provided a permit could not reasonably and practicably have been obtained beforehand.
- (2) In the event that emergency work is commenced on or within any Public Way of the City during regular business hours, the City Engineer shall be notified within one-half hour from the time the work is commenced. The person commencing and conducting such work shall take all necessary safety precautions for the protection of the public and the direction and control of traffic, and shall insure that work is accomplished according to City Engineering Regulations, the Manual on Uniform Traffic Control Devices and other applicable laws, regulations, or generally recognized practices in the industry.
- (3) Any person commencing emergency work in the Public Way during other than business hours without a permit shall immediately thereafter apply for a permit or give notice during the first hour of the first regular business day on which City offices are open for business after such work is commenced. A permit for such emergency work may be issued which shall be retroactive to the date when the work was begun, at the discretion of the City Engineer.

10-82-050 Permit Fees.

- (1) The City shall charge and the Permittee shall pay upon issuance of the permit, fees for costs associated with the work performed under the permit as outlined in the Consolidated Fee Schedule. Such costs could include costs for reviewing the project and issuing the permit, inspections of the project, deterioration of the Public Way or diminution of the useful life of the Public Way, and other costs to the City associated with the work to be done under the permit. All costs shall be assessed in a nondiscriminatory manner.
- (2) The City Engineer may waive permit fees or penalties or portions thereof provided for in this Chapter, when he/she determines that such permit fee or penalty:
 - (a) Pertains to construction or rehabilitation of housing for persons whose income is below the median income level for the City; or
 - (b) Pertains to an encroachment on the Public Way involving a beautification project which furthers specific goals and objectives set forth in the City's strategic plan, master plans, or other official documents, including decorative street lighting, building facade lighting, flower and planter boxes, and landscaping.
- (3) Additional charges to cover the reasonable cost and expenses of any required engineering review, inspection, and work site restoration associated with each undertaking may be charged by the City to each Permittee, in addition to the permit fee.

10-82-060 Permit – Contents, Duration and Extensions.

- (1) Each permit application shall state the starting date and estimated completion date. Work shall be completed within five (5) days from the starting date or as determined by the City Engineer. Such determination shall be based upon factors reasonably related to the work to be performed under the permit. Such factors may include, in addition to other factors related to the work to be performed, the following:
 - (a) The scope of work to be performed under the permit;
 - (b) Maintaining the safe and effective flow of pedestrian and vehicular traffic on the Public Way affected by the work;
 - (c) Protecting the existing improvements to the Public Way impacted by the work; and
 - (d) The season of the year during which the work is to be performed as well as the current weather and its impact on public safety and the use of the Public Way by the public;
 - (e) Use of the Public Way for extraordinary events anticipated by the City.

- (2) The City Engineer shall be notified by the Permittee of commencement of the work within twenty-four hours prior to commencing work. The permit shall be valid for the time period specified in the permit.
- (3) If the work is not completed during such period, prior to the expiration of the permit, the Permittee may apply to the City Engineer for an additional permit or an extension, which may be granted by the City Engineer for good cause shown.
- (4) The length of the extension requested by the Permittee shall be subject to the approval of the City Engineer. No extension shall be made that allows work to be completed in the winter period without payment of winter fees.

10-89-070 Permit – No Transfer or Assignment.

Permits shall not be transferable or assignable, and work shall not be performed under a permit in any place other than that specified in the permit. Nothing herein contained shall prevent a Permittee from subcontracting the work to be performed under a permit; provided, however, that the holder of the permit shall be and remain responsible for the performance of the work under the permit, and for all bonding, insurance and other requirements of this Chapter and under said permit.

10-89-080 Compliance with Specifications, Standards, Traffic-Control Regulations; Site Permittee Identification.

- (1) The work performed in the Public Way shall conform to the requirements of the Engineering Regulations, Design Standards, Construction Specifications and Traffic Control Regulations of the City, copies of which shall be available from the City Engineer, kept on file in the office of the City Recorder and open to public inspection during office hours.
- (2) Where a job site is left unattended, before completion of the work, signage with minimum two inch (2") high letters shall be attached to a barricade or otherwise posted at the site, indicating the Permittee's name, or company name, telephone number, and after hours telephone number.
- (3) All excavations shall be conducted in a manner resulting in a minimum amount of interference or interruption of street or pedestrian traffic. Inconvenience to residents and businesses fronting on the Public Way shall be minimized. Suitable, adequate and sufficient barricades and/or other structures will be available and used where necessary to prevent accidents involving property or persons. Barricades must be in place until all of the Permittee's equipment is removed from the site and the excavation has been backfilled and proper temporary gravel surface is in place, except where backfilling and resurfacing is to be done by the City; in which case the barricades, together with any necessary lights, flares or torches, must remain in place until the backfill work is actually commenced by the City. From sunset to sunrise, all barricades and excavations must be clearly outlined by adequate signal lights, torches, etc. The Police Department and Fire Department shall be notified at least twenty-four (24) hours in advance of any planned excavation requiring street closure or traffic detour.
- (4) Any work performed from October 15 until April 15 shall be subject to conditions for winter work outlined in the Specifications, including the installation of a temporary patch during this period, and the removal and replacement with a permanent patch after April.

10-89-090 Other Highway Permits.

- (1) Holders of permits for work on highways owned or under the jurisdiction of other government entities, but located within the City limits, shall not be required to obtain permits from the City under the provisions of this Chapter, unless the work extends beyond the back side of the curb, or beyond any other designated jurisdictional boundary. Any City permit shall not be construed to permit or allow work on a County road or on a State highway within the City without an applicable County or State permit.
- (2) The City Engineer, in his or her discretion, shall have the right and authority to regulate work under permits issued by other governmental entities with respect to hours and days of work, and measures required to be taken by the Permittee of said governmental entity for the protection of traffic and safety of persons and property. Notwithstanding the foregoing, nothing in this Chapter shall be construed to impose any duty, implied or express, on the City or its employees, officers, agents or assigns, relative to the protection of traffic and safety of persons or property, arising out of the issuance of any permit issued by government entities other than the City, or arising out of any work performed on any Public Way owned or within the jurisdiction of the City.

10-89-100 Relocation of Structures in Public Ways.

(1) The City Engineer may direct any person owning or maintaining facilities or structures in the public way to alter, modify or relocate such facilities or structures as the City Engineer may require. Sewers, pipes, drains, tunnels, conduits, pipe driveways, vaults, trash receptacles and overhead and underground gas, electric, utility, telephone, utility systems, communication facilities, water and water pipes shall specifically be subject to such directives. The person owning or maintaining the facilities or structures shall, at their own cost and expense and upon reasonable written notice by the City, promptly protect, or promptly alter or relocate such facilities or structures, or part thereof, as directed by the City. In the event that such person refuses or neglects to conform to the directive of the City, the City shall have the right to break through, remove, alter or relocate such part of the facilities or structures without liability to such person. Such person shall pay to the City all costs incurred by the City in connection with such work performed by the City, including also design, engineering, construction, materials, insurance, court costs and attorneys fees.

(2) Any directive by the City Engineer shall be based upon one or more of the following:

- (a) The facility or structure was installed, erected or is being maintained contrary to law, or determined by the City Engineer to be structurally unsound or defective;
- (b) The facility or structure constitutes a nuisance as defined under State statute or City ordinance. (This Section shall not, however, be deemed to diminish the vehicle impound authority of the Police Department);
- (c) The authority under which the facility or structure was installed has expired or has been revoked;
- (d) The facility or structure is not in conformity with public improvements consistent with the General Plan of the City for the area;
- (e) The Public Way is about to be repaired or improved and such facilities or structures may pose a hindrance to construction; or
- (f) The grades or lines of the Public Way are to be altered or changed.

(3) Any directive of the City Engineer under this Section shall be under and consistent with the City's police power. Unless an emergency condition exists, the City Engineer shall make a good faith effort to consult with the person regarding any condition that may result in a removal or relocation of facilities in the Public Way to consider possible avoidance or minimization of removal or relocation requirements and provide the directive as far enough in advance of the required removal or relocation to allow the person a reasonable opportunity to plan and minimize cost associated with the required removal or relocation.

(4) This obligation does not apply to facilities or structures originally located on private property pursuant to a private easement, which property was later incorporated into the Public Way, if that prior private easement grants a superior vested right.

(5) Any person owning or maintaining facilities or structures in the Public Way who fails to alter, modify or relocate such facilities or structures upon notice to do so by the City Engineer shall be guilty of a class B misdemeanor. All costs of alteration, modification or relocation shall be borne by the person owning or maintaining the facilities or structures involved.

(6) The City may, at any time, in case of fire, disaster or other emergency, as determined by the City in its reasonable discretion, cut or move any parts of the System and appurtenances on, over or under the Public Way, in which event the City shall not be liable therefor to a person. The City shall notify a person in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this subsection.

10-89-110 Impact of Excavation on Existing Improvements.

(1) If any sidewalk or curb ramp is blocked by excavation work, a temporary sidewalk or curb ramp shall be constructed or provided. Said temporary improvement shall be safe for travel and convenient for users, and consistent with City standards for such.

- (2) Where excavations are made in paved areas, the surface shall be replaced with a temporary gravel surface until such time as the permanent repairs are completed.
- (3) Disturbance:
- (a) At any time a Permittee disturbs the yard, residence or the real or personal property of a private property owner or the City, such Permittee shall insure that such property is returned, replaced and/or restored to a condition that is comparable to the condition that existed prior to the commencement of the work.
- (b) The costs associated with the disturbance and the return, replacement and/or restoration shall be borne by the Permittee. Further, a Permittee shall reimburse a property owner or the City, for any actual damage caused by the Permittee, its subcontractor, or its independent contractor, in connection with the disturbance of such property. However, nothing in this Subsection shall require the Permittee to pay a subscriber or private property owner when that subscriber or private property owner requests that the Permittee remove, replace or relocate improvements associated with the service provided by the Permittee to the property owner and when the Permittee exercises due care in the performance of that service, or when the subscriber or private property owner provided false information to the Permittee on which the Permittee relied to its detriment.
- (4) Examples of types of acts specifically included in this Section are the following:
- (a) Removal of sod, lawn, shrubbery, flowers, trees, driveways, or fence, to install, trench, repair, replace, remove or locate, equipment, cable or other appurtenances of the Permittee;
- (b) Installation or removal of equipment or other appurtenances of the Permittee's System within a private property owner's property or residence which requires drilling, excavating, plastering, or the like on the part of the Permittee;
- (c) Temporarily relocating or moving a piece of personal property or a fixture of a private property owner (such as a motor vehicle, fence, air conditioning, heating unit, or the like) in order to perform some sort of construction, maintenance or repair by the Permittee; or
- (d) Permanently removing a Permittee's equipment or other appurtenances due to the revocation, termination or non-renewal of the franchise, if applicable.
- (5) Existing drainage channels, such as gutters or ditches, shall be kept free of dirt or other debris so that natural flow will not be interrupted. When it is necessary to block or otherwise interrupt flow of the drainage channel, a method of rerouting the flow must be submitted for approval by the City Engineer prior to the blockage of the channel.
- (6) The requirements imposed upon the Permittee extend to any subcontractor or independent contractor that the Permittee might employ to perform the tasks pursuant to the permit.
- (7) The requirements of this Section shall not apply to the removal by a Permittee, of a permanent structure placed by a property owner in a public way, unless such property owner has received prior written permission from the City granting the property owner the right to install a permanent structure on a public way, and such written permission has been recorded in the office of the County Recorder.

10-89-120 Restoration of Public Property.

- (1) The Permittee shall, at its own expense, restore the surface of any Public Way to its original condition and replace any removed or damaged pavement with the same type and depth of pavement as that which is adjoining, including the gravel base material. All restoration shall conform to the Engineering Regulations, Design Standards and Specifications promulgated by the City and shall be accomplished within the time limits set forth in the permit, unless additional time is granted in writing by the City Engineer.
- (2) At its option, the Permittee doing the actual excavation work may request that the City restore the surface to its original condition. The fee for such resurfacing shall be determined by the City Engineer in accordance with its reasonable costs for such work and shall be charged to the person, firm, or corporation making the excavation. Payment for said work shall be received by the City prior to the release of the bond.

10-89-130 Insurance Requirements.

- (1) Before a permit is issued, the Applicant shall furnish to the City evidence that such Applicant has a comprehensive general liability and property damage policy that includes contractual liability coverage endorsed with the following limits and provisions or with such alternative limits and provisions as may be approved by the City:
- (a) A minimum of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage and not less than Four Million Dollars (\$4,000,000) in the aggregate. The general aggregate limit shall apply separately to the permit, or the general aggregate limit shall be two times the required occurrence limit. The coverage shall be in the nature of broad form commercial general liability coverage. The City Attorney may increase or decrease minimum insurance limits, depending on the potential liability of any project.
 - (b) All policies shall include the City, its employees, officers, officials, agents, volunteers and assigns, as insureds. Any reference to the "City" shall include the City, its employees, officers, officials, agents, volunteers and assigns.
 - (c) The coverage shall be primary insurance as respects the City, its employees, officers, officials, agents, volunteers, and assigns. Any insurance or self-insurance maintained by the City, its employees, officers, officials, agents, volunteers, and assigns shall be in excess of the Permittee's insurance and shall not contribute to or with it.
 - (d) Any failure to comply with reporting provisions of the policy shall not effect coverage provided to the City, its employees, officers, officials, agents, volunteers, and assigns.
 - (e) Coverage shall state that the Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) Underwriters shall have no right of recovery or subrogation against the City, it being the intent of the parties that the insurance policy so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - (g) The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums due or for any assessments under any form of any policy.
 - (h) Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested sent to the City.
 - (i) Each policy shall be endorsed to indemnify, save harmless and defend the City and its officers and employees against any claim or loss, damage or expense sustained on account of damages to persons or property occurring by reason of permit work done by the Permittee, or his/her subcontractor or agent, whether or not the work has been completed and whether or not the right-of-way has been opened to public travel.
 - (j) Each policy shall be endorsed to indemnify, hold harmless and defend the City, and its officers and employees against any claim or loss, damage or expense sustained by any person occurring by reason of doing any work pursuant to the permit including, but not limited to falling objects or failure to maintain proper barricades and/or lights as required from the time work begins until the work is completed and right-of-way is opened for public use.
- (2) Insurance is to be placed with insurers with an AM Best rating of no less than an A carrier, with a rating of "A7" or higher.
- (3) The Permittee shall furnish the City with certificates of insurance and original endorsements affecting coverage required by the permit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City expressly reserves the right to require

complete, certified copies of all required insurance policies at any time. Consequently, the Permittee shall be prepared to provide such copies prior to the issuance of the permit.

(4) If any of the required policies are, or at any time become, unsatisfactory to the City as to form or substance, or if a company issuing any such policy is, or at any time becomes, unsatisfactory to the City, the Permittee shall promptly obtain a new policy, submit the same to the City for approval, and thereafter submit verification of coverage as required by the City. Upon failure to furnish, deliver and maintain such insurance as provided herein, the City may declare the permit to be in default and pursue any and all remedies the City may have at law or in equity, including those actions outlined in this Chapter.

(5) The Permittee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(6) Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its employees, officers, officials, agents, volunteers or assigns, or the Permittee shall procure a bond, in a form acceptable to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(7) A property owner performing work adjacent to his or her residence may submit proof of a homeowner's insurance policy in lieu of the insurance requirements of this Section.

(8) A Provider may be relieved of the obligation of submitting certificates of insurance under the following circumstances:

(a) If such company shall submit satisfactory evidence in advance that:

(i) It is insured in the amounts set forth in this Chapter, or has complied with State requirements to become self insured. Public utilities may submit annually evidence of insurance coverage in lieu of individual submissions for each permit; and

(ii) Said coverage provides to the City the same scope of coverage that would otherwise be provided by a separate policy as required by this Chapter; or

(b) The work to be performed under the permit issued to the Applicant is to be performed by the City, in which case insurance requirement or other risk transfer issues shall be negotiated between the City and the Applicant by separate agreement.

10-82-140 Bond – When Required, Conditions, Warranty.

(1) Except as noted in this Chapter, each Applicant, before being issued a permit, shall provide the City with an acceptable corporate security (this may include a corporate surety bond, cash bond or letter of credit as determined by the City) in the minimum amount of ten thousand dollars (\$10,000) to guarantee faithful performance of the work authorized by a permit granted pursuant to this Chapter. The amount of the bond required may be increased or decreased at the discretion of the City Engineer whenever it appears that the amount and cost of the work to be performed, and not satisfactorily completed, may vary from the amount of bond otherwise required under this Chapter. The form of the bond and the entity issuing the bond shall be subject to the approval of the City Attorney.

(2) Public utilities franchised by the City shall not be required to file a corporate surety bond if such requirement is expressly waived in the franchise documents.

(3) The bond required by this Section shall be conditioned as follows:

(a) That the Permittee shall fully comply with the requirements of the City ordinances and regulations, specifications and standards promulgated by the City relative to work in the Public Way, and respond to the City in damages for failure to conform therewith;

- (b) That after work is commenced, the Permittee shall proceed with diligence and expedition and shall promptly complete such work and restore the Public Way to construction specifications, so as not to obstruct the Public Way or travel thereon more than is reasonably necessary;
- (c) That the Permittee shall guarantee the materials and workmanship for a period of two (2) years from completion of such work, with reasonable wear and tear excepted; and
- (d) That unless authorized by the City Engineer on the permit, all paving, resurfacing or replacement of street facilities on major or collector streets shall be done in conformance with the regulations contained herein within three (3) calendar days, and within seven (7) calendar days from the time the excavation commences on all other streets, except as provided for during excavation in winter or during weather conditions which do not allow paving according to Engineering Regulations. In winter, a temporary patch must be provided. In all excavations, restoration of pavement surfaces shall be made immediately after backfilling is completed or concrete is cured. If work is expected to exceed the above duration, the Permittee shall submit a detailed construction schedule for approval. The schedule will address means and methods to minimize traffic disruption and complete the construction as soon as reasonably possible.

10-89-150 Hold Harmless Agreement; Limitations on City Liability.

- (1) The Permittee agrees to save the City, its officers, employees and agents harmless from any and all costs, damages and liabilities which may accrue or be claimed to accrue by reason of any work performed under the permit. The issuance and acceptance of any permit under this Chapter shall constitute such an agreement by the Permittee to this Section.
- (2) This Chapter shall neither be construed as imposing upon the City, its officers, employees and agents, any liability or responsibility for damages to any person injured by or by reason of the performance of any work within the Public Way, or under a permit issued pursuant to this Chapter; nor shall the City, its officers, officials, employees, agents, volunteers or assigns thereof be deemed to have assumed any such liability or responsibility by reason of inspection authorized hereunder, the issuance of any permit, or the approval of any work.

10-89-160 Work Without Permit – Penalty.

- (1) A stop order may be issued by the City Engineer directed to any person or persons doing or causing any work to be done in the Public Way without a permit. The abutting property owner shall be responsible for causing work to be done.
- (2) Any person found to be doing work in the Public Way without having obtained a permit, as provided in this Chapter, shall be required to pay a permit fee equal to two times the normal permit fee. For replacement work, where a fee is not normally charged, the normal permit fee for new construction shall apply.

10-89-170 Failure to Comply; Default in Performance.

- (1) Any permit may be revoked or suspended and a stop order issued by the City Engineer, after notice to the Permittee for any of the following reasons:
 - (2) Violation of any condition of the permit, the bond, or of any provision of this Chapter;
 - (3) Violation of any provision of any other ordinance of the City or law relating to the work; or
 - (4) Existence of any condition or the doing of any act which does constitute, may constitute or cause a condition endangering life or property.
- (5) A suspension or revocation by the City Engineer, and a stop order, shall take effect immediately upon entry thereof by the City Engineer and notice to the person performing the work in the Public Way. Notice to the person performing the work shall be accomplished when the City Engineer has posted a stop work order at the location of the work and written notice has been mailed, return receipt requested, to the address indicated by the Permittee on the permit.
- (6) Whenever the City Engineer finds that a default has occurred in the performance of any term or condition of the permit, written notice thereof may be given to the principal and to the surety on the bond, if there is a surety

bond. Such notice shall state the work to be done, the estimated cost thereof, and the period of time deemed by the City Engineer to be reasonably necessary for the completion of the work.

(7) In the event that the surety or principal, within a reasonable time following the giving of such notice (taking into consideration the exigencies of the situation, the nature of the work, the requirements of public safety and for the protection of persons and property), fails either to commence and cause the required work to be performed with due diligence, or to indemnify the City for the cost of doing the work, as set forth in the notice, the City may perform the work, at the discretion of the City Engineer, with City forces or contract forces or both, and suit may be commenced by the City Attorney against the contractor and bonding company and such other persons as may be liable, to recover the entire amount due to the City, including attorney fees, on account thereof. In the event that cash has been deposited, the cost of performing the work may be charged against the amount deposited, and suit brought for the balance due, if any.

10-89-180 Failure to Conform to Design Standards – Penalty.

(1) For failure to conform to the design standards and regulations, the City Engineer may:

- (a) Suspend or revoke the permit;
- (b) Issue a stop order;
- (c) Order removal and replacement of faulty work;
- (d) Require an extended warranty period; and/or
- (e) Negotiate a cash settlement to be applied toward future maintenance costs.

10-89-190 Appeal of Suspension, Revocation, or Stop Order.

Any suspension, revocation, or stop order by the City Engineer may be appealed by the Permittee by filing a written notice of appeal with the City Council within ten (10) days of the action of the City Engineer. The City Council shall hear such appeal, if written request therefore is timely filed, as soon as practicable, and render its decision within a reasonable time following filing of notice of appeal.

10-89-200 Tampering with Traffic Barricades.

It shall be unlawful for any person to maliciously or wantonly or without authorization and legal cause, extinguish, remove or diminish any light illuminating any barricade or excavation, or to tear down, remove or in any manner alter any rail, fence or barricade protecting any excavation or other construction site.

10-89-210 Conflict with Governing Provisions.

Should there be a conflict between the provisions of this Chapter and the provisions of any other ordinance, agreement, franchise, or other document governing the excavation of a public way, the more restrictive provisions of the aforesaid documents shall apply.

10-8-220 Violation – Penalty.

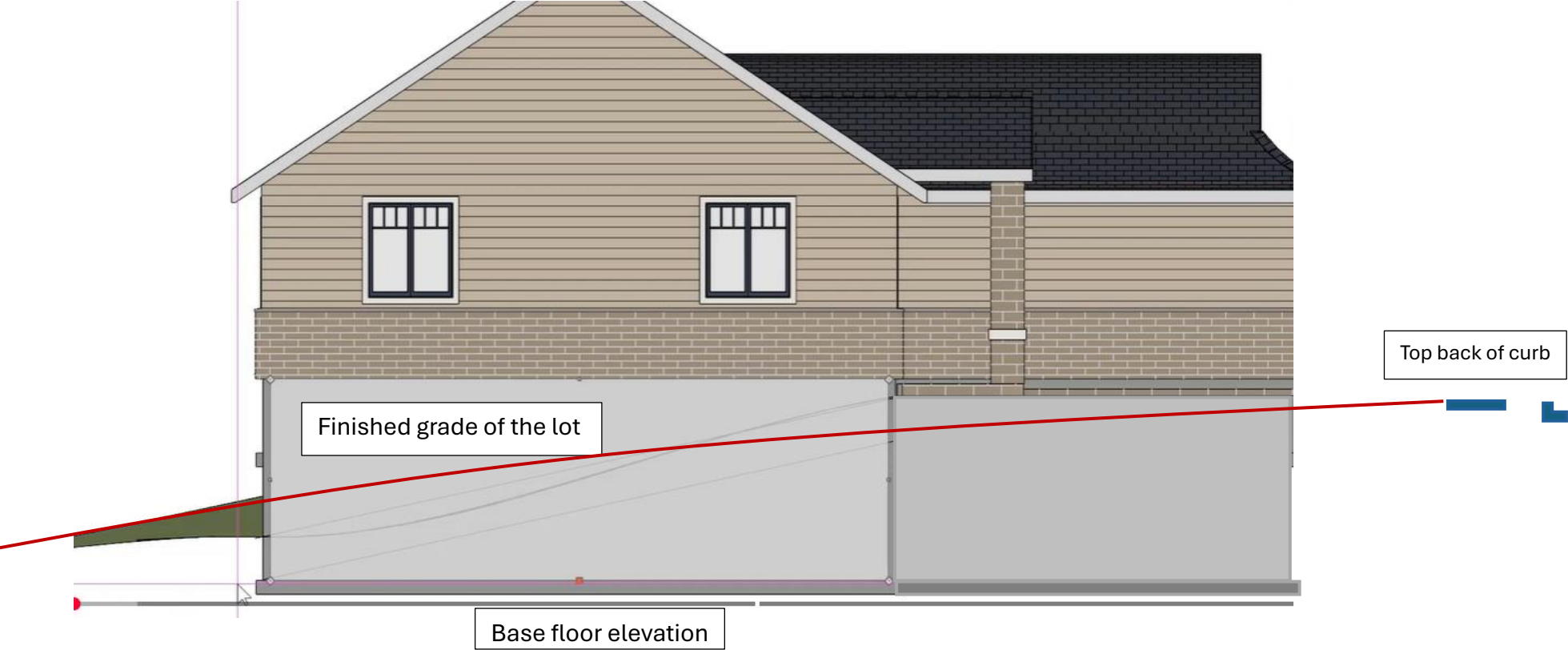
Unless otherwise specified in this Chapter, a violation of any provision of this Chapter, or failure to comply with an order of suspension, revocation or stop work, shall be a class B misdemeanor. Each day the violation exists shall be a separate offense. No criminal conviction shall excuse the person from otherwise complying with the provisions of this Chapter.

(1958 Code 4-1-15, 4-1-17. amended in codification 1979; 1979 Code 4-3-5, 4-3-6; amended by Ord. No. 10-85, 12-97, Repealed and replaced by Ordinance No #23-2007, 05/01/2007)

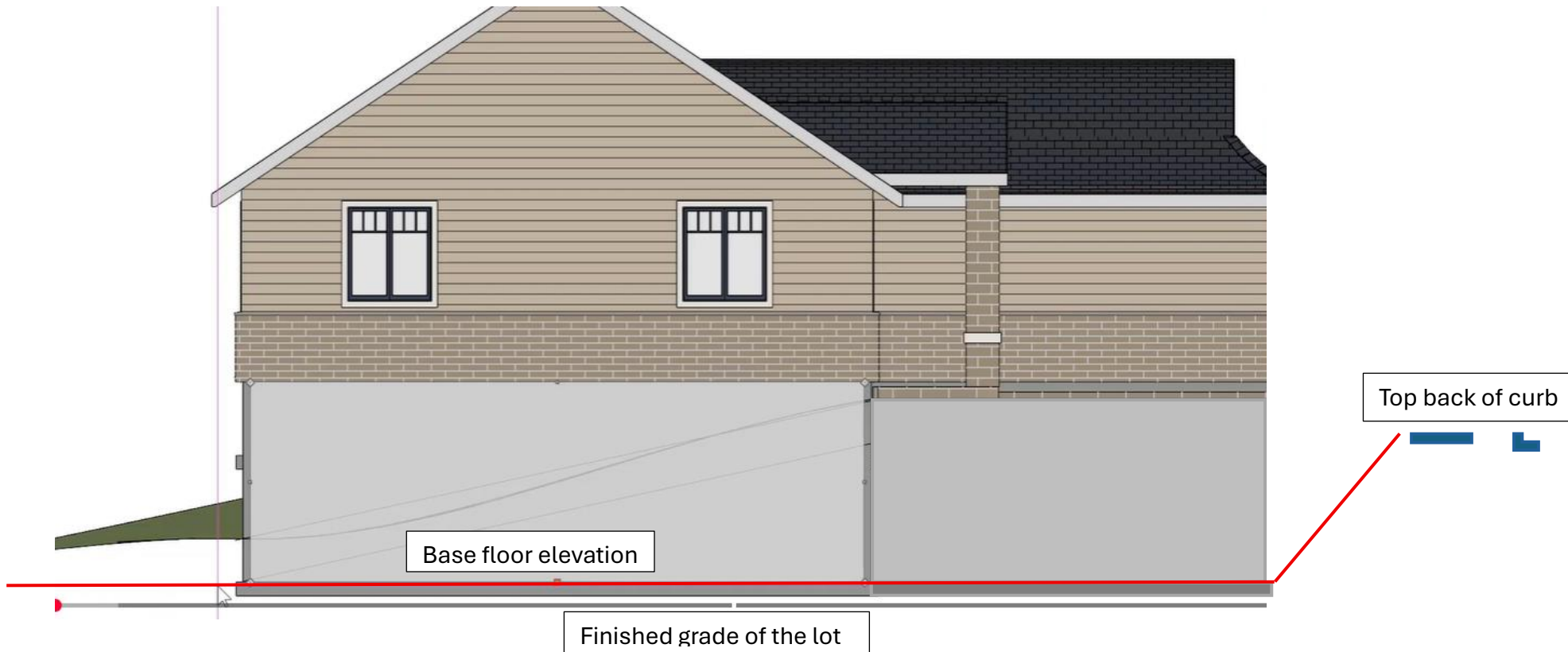


Exhibit B: Base Floor Elevation Diagrams

Typical home construction



Current wording of our Ordinance





STAFF REPORT

DATE: May 13, 2026
TO: Honorable Mayor and City Council
FROM: Tyson Bartlett, Water Superintendent
SUBJECT: SURPLUS WATER AGREEMENT

Recommended Motion:

Move to approve the Surplus Water Service Agreement between Springville City and the Holiday Hills Water District, authorizing the Mayor to execute the document as presented.

Executive Summary:

Springville City provides water to the Holiday Hills area, which is located outside the City's corporate boundaries. This agreement formalizes a long-standing service relationship by establishing a contract with the Holiday Hills Water District (formerly the Holiday Hills HOA)

The agreement defines the term of service through April 1, 2066, limits the number of allowable connections, and clarifies that the District is responsible for all infrastructure maintenance downstream of the master meter

Focus of Action:

The primary action for the City Council is to authorize a long-term commitment of surplus water to a third-party district, ensuring the agreement meets the requirements of Utah Code Ann. § 10-8-22(7) regarding termination and curtailment

Background:

Springville City owns and operates a municipal water system with water rights and supply sources that exceed current demand. Under the Utah Constitution and State Code, the City has the authority to contractually commit this surplus water to areas outside its service area. Historically, the City has provided water to the former Holiday Hills Homeowners' Association, and this agreement transitions that arrangement to the newly formed Water District while maintaining existing service levels



Discussion:

- **Service Limits:** The agreement limits the District to 26 active services and 1 non-active service. To prevent unauthorized growth, no additional connections can be added without express approval from the City.
- **Monitoring and Conservation:** The City will establish a baseline using historical usage data. If usage increases—potentially due to increased irrigation or line upsizing—the City can use this baseline to verify compliance with authorized surplus capacity. The District is also required to follow all City-mandated water restrictions and conservation measures.
- **Maintenance Responsibilities:** The City's liability and maintenance responsibility ends at the master meter. The District is solely responsible for its own private system valve, backflow prevention assemblies, and any repairs to its internal system.
- **Legal Protections:** Per state law, the agreement includes a mandatory provision allowing the City to curtail service if the water is no longer deemed "surplus" and is required for the City's own residents

Alternatives:

1. Deny the Agreement: The City could decline to enter into the contract, which would leave the legal status of the current water service to the District undefined and potentially lead to service disruptions for those residents.
2. Modify the Agreement: The Council could request changes to the term length (currently 40 years) or the specific service capacity limits.

Fiscal Impact:

There is no direct cost to the City for this agreement. The District is required to pay all water service charges and fees as established and approved by the City Council on an annual basis.

The District also bears all costs for the maintenance and repair of its own infrastructure.

Sincerely Tyson Bartlett

RESOLUTION #2026-____

A RESOLUTION OF THE SPRINGVILLE CITY COUNCIL AUTHORIZING THE EXECUTION OF A SURPLUS WATER SERVICE AGREEMENT WITH THE HOLIDAY HILLS WATER DISTRICT.

WHEREAS, Springville City (the “City”) owns and operates a municipal water system and possesses water rights and supply sources to serve the public; and

WHEREAS, the City has determined that the water to be supplied under this Agreement is **surplus water** not currently required by the City or its inhabitants; and

WHEREAS, the **Holiday Hills Water District** (the “District”) desires to secure a reliable source of water for its service area located outside the City’s corporate boundaries to facilitate its **water system replacement project**; and

WHEREAS, this Agreement establishes a vital legal framework through **April 1, 2066**, while maintaining the City’s authority to **curtail service** if the water is no longer surplus or if the District violates conservation ordinances; and

WHEREAS, the District has agreed to remain responsible for all **infrastructure maintenance**, backflow prevention, and financial obligations downstream of the master meter; and

WHEREAS, the City Council finds that entering into this partnership is in the best interest of the City and its inhabitants.

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

SECTION 1. Agreement Approval: The Surplus Water Service Agreement between Springville City and the Holiday Hills Water District is hereby approved. The Mayor is authorized to execute the Agreement on behalf of Springville City, and the City Recorder is authorized to attest to the same.

SECTION 2. Effective Date: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this 19th day of May 2026.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder



Surplus Water Agreement Summary:

This text outlines a formal Surplus Water Service Agreement between Springville City and the Holiday Hills Water District, which was recently reclassified as a private water system.

The contract permits the city to supply excess water resources to the district through 2066 to support residents living outside the city's boundaries. While the city provides the supply, the district is responsible for all infrastructure maintenance, backflow prevention, and financial obligations.

This agreement serves as a vital legal framework that allows the district to proceed with its water system replacement project while setting a precedent for future partnerships with external entities. Crucially, Springville City maintains full authority to reduce or end services if water levels are no longer surplus or if the district violates conservation ordinances.

TYSON BARTLETT
Water Superintendent
tbartlett@springville.org
385.985.7058
springville.org



WATER

SURPLUS WATER SERVICE AGREEMENT

This Surplus Water Service Agreement ("Agreement") is entered into between Springville City, a Utah municipal corporation ("City"), and Holiday Hills Water District ("District").

1. RECITALS

1.1. Authority: The City owns and operates a municipal water system and possesses water rights and water supply sources to serve the public. Under the Utah Constitution and the Utah Code, the City is authorized to contractually commit to supplying water outside its designated service area if the water is in excess of the City's needs.

1.2. Surplus Status: The City has determined that the water to be supplied under this Agreement is surplus water not currently required by the City or its inhabitants. This determination is supported by the history of service to the former Holiday Hills Homeowners' Association, indicating the City has not relied on this specific capacity for its own internal needs in the past.

1.3. Purpose: The District desires to secure a reliable source of water for its service area located outside the City's corporate boundaries.

2. TERM AND TERMINATION

2.1. Expiration: This Agreement shall remain in effect until its expiration on April 1, 2066, unless terminated earlier in accordance with the provisions herein.

2.2. Termination for Cause: Either party may terminate this Agreement upon a material breach by the other party, following a thirty (30) day written notice and opportunity to cure.

2.3. Mandatory Termination Provisions: As required by Utah Code Ann. § 10-8-22(7), the City must include terms and conditions under which this contract can be terminated, which includes the right to curtail service if the water is no longer "surplus".

3. SERVICE CAPACITY AND LIMITATIONS

3.1. Current Service Levels: The District currently maintains 26 active services and 1 non-active service.

3.2. Restrictions on Growth: No additional services or connections may be added to the District's system beyond those specified in Section 3.1 unless such additions are expressly approved by Springville City.

3.3. Baseline Usage and Monitoring: The City may use historical water usage data to establish a baseline for the District. If the City suspects that water usage has increased—specifically due to increased irrigated acreage or a service line upsized—this historical baseline will be used to determine whether the District is exceeding its authorized surplus capacity.

3.4. Compliance with Water Restrictions: The District must comply with any and all water restrictions applied to this surplus water by Springville City and or River Commissioner. This includes mandatory conservation measures or emergency water management protocols adopted by City ordinance.

4. INFRASTRUCTURE AND MAINTENANCE

4.1. Ownership and Maintenance: All water infrastructure located downstream of the master meter is owned and maintained exclusively by the Holiday Hills Water District. The City assumes no responsibility for the maintenance or repair of the District's system beyond the master meter.

4.2. Notification of Work: The District must notify Springville City in advance of any work, repairs, or modifications performed on the District's water system.

4.3. Private System Valve: The District is required to operate and maintain a private system valve located within three (3) feet downstream of the master meter.

4.4. Back Flow Prevention: all applicable Utah cross connection and backflow prevention requirements, ensuring that no unprotected cross connections are created and that all required backflow prevention assemblies are properly installed, tested, and maintained. No swing connections are allowed.

5. COMPLIANCE AND FEES

5.1. Adherence to City Codes: The District is required to follow all City codes, rules, and regulations adopted by ordinance that are applicable to retail customers located outside the City's designated water service area.

5.2. Payment of Fees: The District shall pay all water service charges and fees established and approved by the City Council annually.

6. MUNICIPAL OBLIGATIONS AND REPORTING

6.1. Reporting: The City shall notify the Director of the Division of Drinking Water of this contract and provide annual updates regarding the District's contact information.

7. MISCELLANEOUS

7.1. Integration: This Agreement incorporates the terms of any prior arrangements with the former Holiday Hills HOA to the extent they do not conflict with this Agreement.

7.2. Ordinance Supersedence: This Agreement is subject to the rules and regulations adopted by City ordinance applicable to retail customers outside the City's designated service area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective for all purposes as of the date first written above.

SPRINGVILLE CITY

By: _____
Matt Packard, Mayor Date

HOLLIDAY HILLS WATER DISTRICT

By: _____
Name: Date

ATTESTED TO:

By: _____
Kim Crane, City Recorder



STAFF REPORT

DATE: May 13, 2026

TO: Honorable Mayor and City Council

FROM: Jake Nostrom, Assistant Public Works Director

SUBJECT: AUTHORIZING PURCHASE OF PROPERTY FROM SOUTHERN UTAH VALLEY POWER SYSTEMS (SUVPS)

Recommended Motion:

Move to approve Resolution [###-2026] authorizing the purchase of approximately 2.29 acres of property from Southern Utah Valley Power Systems (SUVPS) located at 1206 West 1600 South and authorizing City staff to execute all necessary agreements and documents required to complete the acquisition up to \$875,000.

Executive Summary:

The City needs to acquire approximately 2.29 acres of property from SUVPS for the 1200 West - 1550 S to Canyon Creek Parkway Phase 3 roadway corridor, a project previously approved by MAG and included in the City's multisegmented north-south arterial plan.

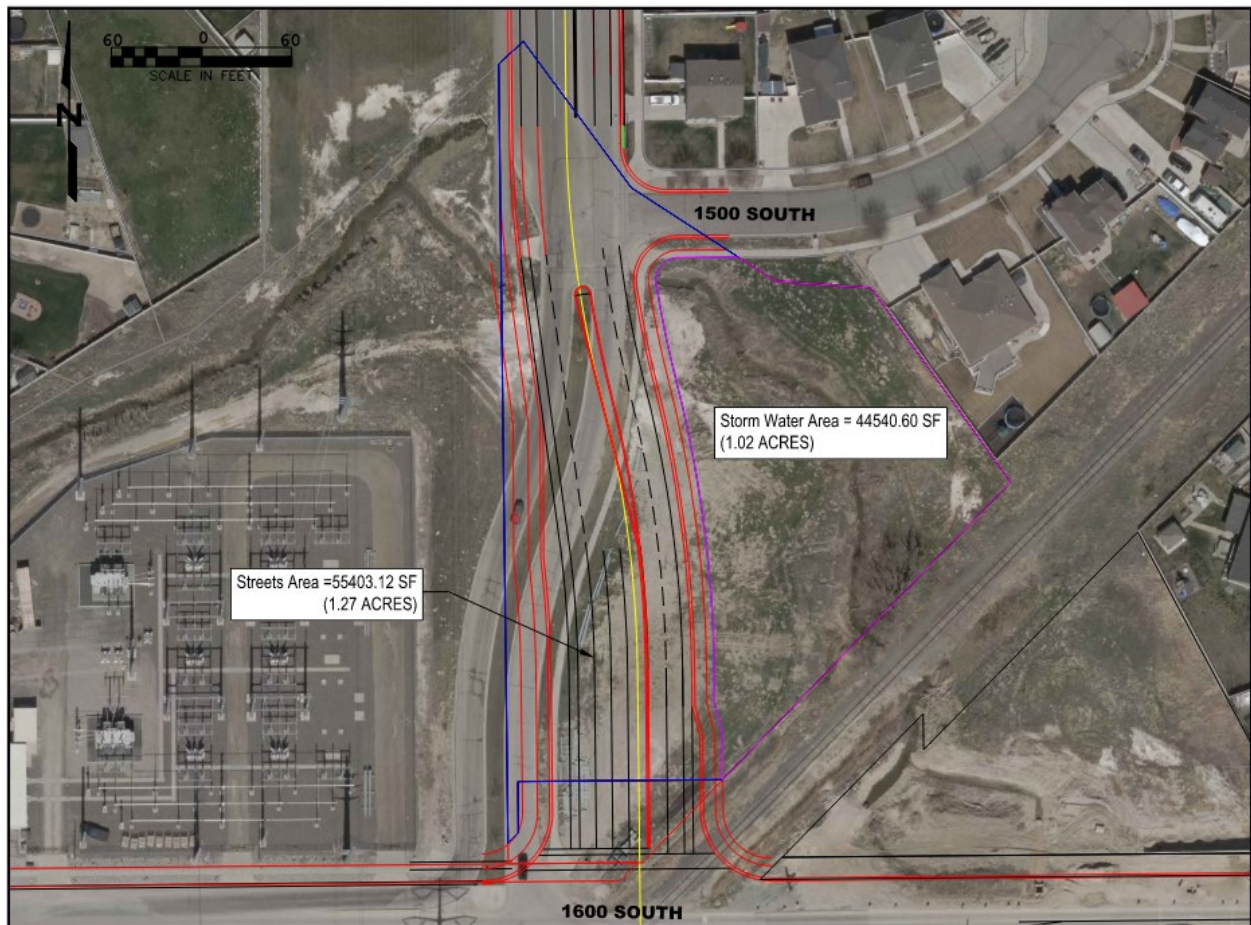
Focus of Action:

Rather than approving the full purchase agreement, Council is being asked to approve a resolution authorizing the acquisition and delegating to staff the authority to finalize and execute all associated agreements.

Background:

- The property (Parcel 37:205:0010) is located within the approved alignment of the 1200 West Phase 3 corridor, which is eligible for reimbursement from Mountainland Associated of Governments (MAG).

- The parcel is being offered for sale to the City by SUVPS under the draft Purchase and Sale Agreement, which establishes a purchase price of \$875,000.00 and includes due-diligence and closing requirements typical for municipal land acquisition
- The acquisition is necessary to preserve the corridor for the MAG-funded two-lane “pioneer roadway” approach reflected in MAG approvals and City transportation planning.
- A portion of this parcel is also anticipated to be used for a regional stormwater detention basin, which will be evaluated during final roadway and drainage design. MAG will be reimbursed with stormwater impact fee dollars for the portion of the property used for the detention basin.



**Discussion:**

Approval of the resolution allows staff to complete the land purchase using GL 43-6000-200. After closing, the City will immediately request reimbursement for MAG corridor preservation from Utah County.

Once the design for 1200 West Phase 3 defines the roadway footprint, the remaining portion needed exclusively for the regional detention facility will be acquired using Stormwater Impact Fees. If MAG funds are used for a portion that later becomes detention-only land, the City will reimburse MAG accordingly.

This approach aligns with the funding structure, project sequencing, and corridor strategy approved previously by MAG.

Alternatives:

1. Approve the resolution authorizing the purchase and execution of related agreements.
2. Decline approval, which would delay or jeopardize MAG reimbursement and the 1200 West Phase 3 roadway schedule.

Fiscal Impact:

- Purchase Price: \$875,000.00 (GL 43-6000-200)
- Reimbursement: Full reimbursement will be requested from Utah County/MAG under the 1200 West Phase 3 project.
- Future Stormwater Costs: Any portion of the property ultimately needed solely for the regional detention basin will be funded with Stormwater Impact Fees, including reimbursements to MAG if required.

Jake Nostrom

Jake Nostrom

RESOLUTION #2026-XX

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY FROM SOUTHERN UTAH VALLEY POWER SYSTEMS (SUVPS)

WHEREAS, the City has the opportunity to purchase approximately 2.29 acres of property from Southern Utah Valley Power Systems (SUVPS) located at 1206 West 1600 South in Springville for the price of \$875,000; and

WHEREAS, acquiring this property will help the City finalize the completion of Phase 3 of the planned 1200 West Corridor, which is eligible for reimbursement from Mountainland Association of Governments (MAG); and

WHEREAS, a portion of the property will also be used for a regional stormwater detention basin, for which the City will reimburse MAG; and

WHEREAS, this Resolution will authorize City staff to execute all necessary agreements and documents required to complete the property acquisition up to the agreed upon price of \$875,000.

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

SECTION 1. Agreement Approval. The City is authorized to execute the agreement attached as Exhibit A, with minor changes that are approved by the City Attorney.

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

PASSED AND APPROVED this day of 19th day of May, 2026.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is entered into as of this ____ day of _____, 2026, (“**Effective Date**”) by and between Southern Utah Valley Power Systems, an interlocal entity and political subdivision of the State of Utah (“**Seller**”), and Springville City, a municipal corporation of the State of Utah (“**Buyer**”). Buyer and Seller are each referred to herein as “Party” and collectively as the “Parties”. In consideration of the agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Sale of Property.** Subject to, and in accordance with, the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, that certain real property located at 1206 West 1600 South, Springville, Utah, 84664, as described in **Exhibit A** attached hereto, consisting of approximately 2.29 acres, together with all improvements thereon, all surface rights, subsurface rights, mineral rights, development rights, air rights, riparian rights, and other appurtenances thereto, all easements and rights-of-way associated therewith; and all other improvements, rights, privileges, and other interests associated therewith (“**Property**”). The Seller shall effect the sale of the Property through a Special Warranty Deed (“**Deed**”), insubstantially the form set forth in **Exhibit B**, attached hereto.

2. **Purchase Price.** The purchase price will be Eight Hundred Seventy-Five Thousand Dollars and No/100ths (\$875,000.00) (“**Purchase Price**”).

3. **Payment of Purchase Price.** The Purchase Price shall be paid in full and in cash or other immediately available funds at Closing, as defined in Section 10 of this Agreement.

4. **Due Diligence.** The Buyer shall have a period of sixty (60) days from the Effective Date of this Agreement to perform the following due diligence (“**Due Diligence Period**”):

A. **Title Commitment for Property.** Seller shall, at Seller’s cost and expense, within ten (10) days after the Effective Date, cause a Title Company selected and approved by the Parties (“**Title Company**”) to deliver to Buyer an ALTA owner’s standard form preliminary commitment for title insurance issued by Title Company (herein referred to as the “**Commitment**”), setting forth the terms and conditions of the policy of title insurance it will issue upon delivery of the Deed and the consummation of the Closing; and the Commitment shall set forth all title defects or objections, if any, to Seller’s title to the Property. Such Commitment shall either (a) include links to enable the Parties to review all documents constituting exceptions to Seller’s title as reflected in the Commitment (“**Title Documents**”) or (b) include true, complete, and legible copies of the Title Documents. Buyer may object to any matter contained in the Commitment and request Seller to remove or otherwise resolve the matter prior to Closing. If Seller refuses or is otherwise unable to remove the matter prior to Closing, Buyer may waive the objection in writing. Any objection

waived by Buyer in writing prior to Closing shall be deemed to be collectively the “**Permitted Exceptions**” and individually a “**Permitted Exception**” for purposes of this Agreement

B. Inspection; Right of Entry. Notwithstanding any provision in this Agreement to the contrary, Seller hereby acknowledges and agrees that from and after the Effective Date and continuing through the duration of the Due Diligence Period, Buyer and Buyer’s agents, contractors, and representatives shall have the right to enter upon or below the Property and to conduct any inspections, studies, and tests of the Property as Buyer in its sole discretion deems appropriate, including, but not limited to, engineering studies, soil tests and analyses, utilities analyses, surveys, feasibility studies, environmental site assessments, and physical inspections (collectively, “**Inspections**”). The costs and expenses of the Inspections shall be borne solely by Buyer. Buyer agrees that it will not unduly interfere with ongoing operational pursuits on the Property. Seller hereby agrees to cooperate fully with Buyer and Buyer’s agents, contractors, and representatives in the performance of the Inspections. Entry onto the Property by Buyer and its agents, contractors, and representatives to conduct the Inspections shall be at their respective sole risk. Buyer shall indemnify and hold harmless Seller from and against all claims, causes of action, damages, or expenses arising out of or with respect to such activities of Buyer and its agents, contractors, and representatives upon the Property (except for any claims, causes of action, damages, or expenses which arise from the acts or omissions of Seller or Seller’s agents, contractors, or representatives or conditions existing upon the Property prior to the presence of Buyer or Buyer’s agents, contractors, and representatives upon the Property).

C. Property Information. Seller shall assist Buyer and its representatives, whenever reasonably requested by Buyer, in obtaining information about the Property. In this regard, Seller hereby agrees that it shall, within ten (10) days following the Effective Date, deliver to Buyer the following documents and/or information to the extent that such documents and/or information are within Seller’s custody or control or reasonably available to Seller: (i) copies of any and all leases, licenses, or other agreements for the occupancy or use of any portion of Property; (ii) copies of any and all existing surveys of the Property; (iii) copies of any and all environmental reports concerning the Property; (iv) copies of any and all past soil and water samples taken from the Property; and (v) any other information in Seller’s possession reasonably requested by Buyer for the Property.

D. Termination. Buyer may terminate this Agreement at any time prior to the expiration of the Due Diligence Period. Upon Buyer’s termination of this Agreement prior to the expiration of the Due Diligence Period, the Parties shall be fully and unconditionally released from all obligations hereunder.

5. **Seller’s Representations and Warranties.** Seller represents and warrants to Buyer that the representations and warranties contained in this Section 5 are correct and complete as of the Effective Date and will be correct and complete as of Closing:

A. Seller has produced or will timely produce true and accurate copies of all documents required under Section 4C of this Agreement.

B. Seller shall (i) maintain the Property in its comparable condition as of the Effective Date; (ii) not allow any additional encumbrances to attach to the Property or amend or modify any existing encumbrances; and (iii) use its best efforts to preserve the Property in good condition and repair, including, without limitation, the payment of all charges and liabilities arising from the use, occupancy, and operation of the Property of whatsoever nature pre-dating the Closing, except as to those items to be prorated as of the Closing. Following the Effective Date, Seller shall not enter into any new contracts or leases related to the Property without Buyer's prior written approval.

C. All the documents executed by Seller that are to be delivered by Seller to Buyer at the Closing will be duly authorized, executed and delivered by Seller, are and at the Closing will be legal, valid, and binding obligations of Seller, and do not and at the Closing will not violate any provisions of any agreement to which Seller is a party or to which Seller or the Property is subject.

D. Seller has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of it as Seller herein, and to perform its obligations hereunder. This Agreement has been duly authorized, executed, and delivered by Seller and is the legal, valid, and binding obligation of Seller, and does not violate or conflict with any agreement to which Seller is bound, or any judicial order to which Seller is a party or to which Seller is subject.

E. No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws is contemplated or has been filed by or against Seller or the Property, nor is any such action pending by or against Seller or the Property.

F. There is no claim, action, suit, condemnation action, or other proceeding affecting the Property or any portion thereof, nor affecting Seller and relating to the ownership, operation, use, or occupancy of the Property, pending or being prosecuted in any court or by or before any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental entity, nor, to Seller's knowledge, is any such action, suit, proceeding, or claim threatened or asserted.

G. Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(3) of the Internal Revenue Code of 1986, as amended, and is not subject to any federal, state, or local withholding obligation of Buyer under the tax laws applicable to Seller or to the Property.

H. There are no actions, suits or proceedings (including condemnation) pending or threatened against Seller or the Property which could have a material adverse effect on any portion of the Property, its use, operation, or Seller's interest therein, or Seller's ability to perform their obligations hereunder.

I. Seller is the legal fee simple titleholder of the Property and has good and marketable title to the Property free and clear of all liens and encumbrances of any kind, except (i) those exceptions of public record in Utah County, Utah; (ii) utility and other easements of record; and (iii) facts and conditions which would be disclosed by an inspection and/or survey of the Property..

J. There are no written leases, subleases, license agreements, or occupancy agreements (collectively, “**Tenancies**”) concerning any portion of the Property that continue for a term beyond Closing. Seller shall indemnify and hold Buyer harmless from and against any losses or damages arising from or related to such Tenancies.

K. To the best of Seller’s knowledge, no Hazardous Materials (hereinafter defined), have been, are, or will be prior to the conveyance of the Property to Buyer, contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute part of, the Property or any portion thereof. As used herein, the term “Hazardous Materials” includes without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act (RCRA), (42 U.S.C. Sections 6901 et seq.), the Clean Water Act, (33 U.S.C. Sections 1251 et seq.), the Clean Air Act, (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, (15 U.S.C. Sections 2601, et seq.), each such Act as amended from time to time, or in the rules, regulations, and publications adopted and promulgated pursuant thereto, or in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect. There is not and has never been any landfill containing decomposable material, petroleum well, mineral-bearing mine, sewage treatment facility, storage tank, sink hole, or radon or any other toxic emission in, on or under the Property or any portion thereof.

L. There are no existing options or rights of refusal to purchase the Property.

The foregoing representations and warranties will survive Closing for a period of three (3) years.

6. **Buyer’s Representations and Warranties.** Buyer represents and warrants to Seller that the representations and warranties contained in this Section 6 are correct and complete as of the Effective Date and will be correct and complete as of Closing:

A. Buyer has the requisite power and authority to enter into and perform this Agreement.

B. All documents executed by Buyer that are to be delivered by Buyer to Seller at Closing (a) will be duly authorized, executed, and delivered by Buyer or its assignee; (b) will be legal, valid, and binding obligations of Buyer or its assignee; and (c) will not conflict with or result

in violation of Buyer's or its assignee's articles of incorporation, bylaws, partnership agreements, articles of organization, operating agreements, or similar documents, nor any judgment, order, or decree of any court or arbiter to which Buyer or its assignee is a party.

C. Buyer is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(3) of the Internal Revenue Code of 1986, as amended, and is not subject to any federal, state, or local obligations under the tax laws applicable to Buyer.

7. **Seller's Contingencies.** Seller's obligation to complete this transaction is contingent upon satisfaction of the following conditions precedent:

A. The representations and warranties of Buyer in this Agreement shall be true in all material respects on and as of the Effective Date and Closing.

B. All actions required to be performed by Buyer at or prior to Closing shall have been performed pursuant to the terms of this Agreement.

8. **Buyer's Contingencies.** Buyer's obligation to complete this transaction is contingent upon satisfaction of the following conditions precedent:

A. The representations and warranties of Seller in this Agreement shall be true in all material respects on and as of the Effective Date and Closing.

B. All actions required to be performed by Seller at or prior to Closing shall have been performed pursuant to the terms of this Agreement.

9. **Title Insurance.** Seller shall furnish to Buyer at the Closing a policy of title insurance pursuant to the Commitment (herein referred to as the "**Title Policy**"), on the Closing Date issued by the Title Company insuring fee simple indefeasible title (good and marketable title) to the Property to Buyer as of the Closing Date in the amount of the Purchase Price in accordance with the Commitment, as applicable under the circumstances, containing no exceptions whatsoever other than the Permitted Exceptions. The basic premium for and the cost of all fees and costs for all endorsements, amendments, and modifications required by Buyer to the Title Policy shall be paid by Seller. All of the Title Company's standard preprinted exceptions shall be included as Permitted Exceptions on the Title Policy, unless Buyer pays the additional premium to purchase extended coverage.

10. **Closing.** Except as the Parties shall otherwise agree mutually in writing, the closing of the purchase and sale of the Property contemplated by this Agreement (the "**Closing**") shall occur within ten (10) days after the date of expiration of the Due Diligence Period ("**Closing Date**") in the offices of the Title Company or at such other location mutually agreed upon by Buyer and Seller. The Parties anticipate that it may be feasible to effectuate Closing by means of delivery by overnight courier services, facsimile, and email transmission, without the necessity of all Parties being present at a single location; and insofar as feasible, the Parties shall cooperate to do so. On

the date of Closing and at such time as the Title Company is in possession of all of the items required to be delivered pursuant to this Agreement, the Title Company shall disburse the Purchase Price from escrow and record the Special Warranty Deed in the office of the Utah County Recorder. The closing and/or escrow service fees charged by the Title Company shall be equally split by Seller and Buyer.

11. **Prorations.** There shall not be any tax prorations at Closing as both Parties are public entities and tax exempt.

12. **Closing Costs.** Seller shall bear and pay the cost of Seller's own attorney fees, one-half of the closing and/or escrow service fees for the Title Company, and the cost of title search and commitments, and title insurance premiums. Buyer shall bear and pay for one-half of the closing and/or escrow service fees for the Title Company and any costs related to title insurance for additional protections.

13. **Seller's Closing Documents.** On Closing Date, Seller shall execute and deliver (or cause to be executed and delivered) to Buyer the following documents (collectively, "Seller's Closing Documents"):

A. **The Deed.** A special warranty deed that shall convey fee title to the Property, free and clear of all liens and encumbrances but subject to the Permitted Exceptions (exclusive of any of the Title Company's standard preprinted exceptions).

B. **Affidavit of Non-Foreign Status.** An Affidavit of Non-Foreign Status in a form acceptable to Buyer (the "Affidavit of Non-Foreign Status").

14. **Buyer's Closing Documents.** On the Closing Date, Buyer shall execute and/or deliver, as applicable, to Seller the following items and documents (collectively, "Buyer's Closing Documents"):

A. **Purchase Price.** The Purchase Price, increased or reduced by such funds as are required to take into account any adjustments required by this Agreement, in immediately available funds, to the account of Title Company.

B. **Affidavit of Non-Foreign Status.** An Affidavit of Non-Foreign Status in a form acceptable to Seller (the "Affidavit of Non-Foreign Status").

15. **Damage.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of, or damage to, the Property prior to the Closing, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Seller and Title Company, and such termination shall be effective immediately; provided, however, that such termination shall not be effective if Seller

agrees in writing to restore the Property to its present condition by the Closing Date; and provided further that Buyer may elect to purchase the Property in the condition existing on the Closing Date, in which event, Seller shall pay to Buyer any insurance proceeds payable by reason of such loss or, alternatively, Seller shall reduce the Purchase Price by the amount of any insurance proceeds payable by reason of such loss. In the event damage to the Property results in Buyer's termination of the Agreement pursuant to this Section, the Purchase Price shall be returned to Buyer, and, except as specifically provided herein, the Parties shall be fully and unconditionally released from all obligations hereunder.

16. **"As-Is" Purchase.** The Property is being sold in an "AS-IS, WHERE IS" condition and "WITH ALL FAULTS" as of the date of this Agreement and of Closing. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller as to the condition or state of repair of the Property or whether the Property contains Asbestos or harmful or toxic substances, or pertaining to the extent, location, or nature of the same. The Parties agree that this Agreement has been entered into after full investigation by the Buyer and that Buyer shall rely solely on the results of Buyer's own inspections, investigations, and other information obtained by Buyer at Closing. Effective upon Closing, Buyer forever and unconditionally waives and releases Seller from any present or future claims, including damages, losses, liability, costs, or expenses (including attorneys fees and costs) arising from or related to the condition of the Property, including, without limitation, the presence or alleged presence of Asbestos or harmful or toxic substances in, on, under, or about the Property, of any kind, manner, or nature whatsoever.

The terms and conditions of this Section shall survive Closing.

17. **Brokerage Commissions.** Neither Buyer, nor Seller, are represented by any broker or agent in this transaction and each Party indemnifies the other from and against any claims or demands for compensation or commissions from any broker or agent purporting to represent a Party under this Agreement.

18. **Defaults; Remedies.**

A. The failure by either Party to perform or honor any covenant, condition, obligation, representation, or warranty of such Party under this Agreement shall constitute a default hereunder if:

- (i) With respect to monetary obligations, such obligations are not performed on the date required herein to be performed; or
- (ii) With respect to non-monetary obligations, such obligations are not performed on or before the earlier to occur of five (5) days following the date required herein to be performed, or the Closing Date.

B. In the event that Seller shall be deemed to be in default hereunder, Buyer may, at Buyer's sole option:

(i) Terminate this Agreement by written notice delivered to Seller and Title Company on or before the Closing, whereupon the Parties hereto shall thereafter have no further rights or obligations to the other hereunder (except for those liabilities and obligations that are expressly stated herein as surviving the termination of this Agreement);

(ii) Enforce specific performance of this Agreement against Seller; provided, however, that Buyer must bring any such action for specific performance against Seller within three (3) months of the date of Seller's default under this Agreement; or

(iii) Pursue any and all other rights or remedies available at law or in equity, including, without limitation, any action(s) for damages.

C. In the event that Buyer shall be deemed to be in default hereunder, Seller may, at Seller's sole option:

(i) Terminate this Agreement by written notice delivered to Buyer and Title Company on or before the Closing, and the Parties hereto shall thereafter have no further rights or obligations to the other hereunder (except for those liabilities and obligations that are expressly stated herein as surviving the termination of this Agreement);

(ii) Enforce specific performance of this Agreement against Buyer; provided, however, that Seller must bring any such action for specific performance against Buyer within three (3) months of the date of Buyer's default under this Agreement; or

(iii) Pursue any and all other rights or remedies available at law or in equity, including, without limitation, any action(s) for damages.

19. **Notices.** Any notice required or permitted to be given by any party upon the other shall not be effective unless such notice is in writing and is delivered to Seller or Buyer personally or by email or deposited prepaid with a nationally recognized reputable overnight courier, properly addressed as follows:

If to Seller:

Southern Utah Valley Power Systems
Attn: General Manager
1055 North 460 West
Salem, Utah 84653

If to Buyer:

Springville City
Attn: City Attorney
110 South Main Street
Springville, Utah 84663

Notices delivered personally shall be deemed delivered as of the date of receipt. Notices delivered by email shall be deemed delivered as of the date the recipient acknowledges receipt thereof. Notices delivered by nationally-recognized reputable overnight courier will be deemed delivered

as of the next business day after the day the party sending such notice deposits the notice timely with the nationally recognized reputable overnight courier for delivery to occur the next day. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, five (5) days prior to the effective date of such change.

20. **Authority.** Each Party hereto shall have the authority, on behalf of each Party, to enter into and legally bind the Parties to this Agreement and all other documents necessary to consummate the transaction contemplated herein.

21. **Miscellaneous.**

A. **Entire Agreement.** Modification. This written Agreement constitutes the complete agreement between the Parties with respect to the transaction contemplated hereby and supersedes any prior oral or written agreements between the parties with respect thereto. There are no verbal agreements or representations, nor can there be, that change this Agreement and no waiver of any of its terms will be effective unless in a written instrument executed by both Parties.

B. **Cooperation.** Seller and Buyer acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Property as provided herein. Both Seller and Buyer hereby agree to reasonably cooperate with each other in good faith by executing such other documents or taking such other action as may be reasonably necessary to complete this transaction in accordance with the intent of the parties as evidenced in this Agreement.

C. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and permitted assigns.

D. **Joint Liability.** If there is more than one Seller, the liability of the Seller will be joint and several, and the reference to Seller shall be deemed to refer to each Seller and to all Sellers.

E. **Periods of Time.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

F. **Time of Essence.** Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.

G. Captions. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

H. No Recording. Buyer may not record this Agreement or a memorandum or other instrument evidencing the existence of this Agreement.

I. Further Instruments. Each Party shall from time to time execute and deliver such further documents or instruments as the other Party, its counsel, or the Title Company may reasonably request to effectuate the intent of this Agreement, including without limitation documents necessary for compliance with the laws, ordinances, rules, and regulations of any applicable governmental authorities.

J. Controlling Law; Venue. This Agreement has been made under the laws of the State of Utah, and such laws will control its interpretation. Any action to enforce or for breach of this Agreement will be brought exclusively in the Fourth District Court in and for Utah County, Utah. If an action is brought which the exclusive jurisdiction is in the courts of the United States, the action shall exclusively be brought in the United States District Court for the District of Utah.

K. Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

L. Attorney Fees. In the event either Party commences litigation for the judicial interpretation, enforcement, termination, cancellation, or rescission hereof, or for damages (including liquidated damages) for the breach hereof, then (a) each Party hereby waives any right to a trial by jury; and (b) in addition to any or all other relief awarded in such litigation, the prevailing Party therein shall be entitled to a judgment against the other for an amount equal to reasonable attorney fees and court and other costs incurred.

M. Construction. Both Parties participated in the negotiation and drafting of this Agreement and, accordingly, this Agreement shall not be construed more strongly in favor of or against either Party regardless of who was more responsible for its preparation and shall be construed simply according to its fair meaning.

N. Waiver. No term or provision hereof shall be deemed waived and no performance shall be excused hereunder unless prior waiver or consent shall be given in writing signed by the Party against whom it is sought to be enforced. Any waiver of any default by either Party shall not constitute a waiver of the same or different default on a separate occasion.

O. Counterparts. In the event this Agreement is executed in counterparts, each of such counterparts shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same agreement.

P. Electronic Signatures. Signatures to this Agreement transmitted by telecopy or email shall be valid and effective to bind the party so signing. Each Party agrees promptly to deliver an executed original of this Agreement with the actual signature to the other Party, but failure to do so will not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own telecopied or emailed signature and shall accept the telecopied or emailed signature of the other Party to this Agreement. Delivery of the executed original to this Agreement or any facsimile or emailed signature page thereof may be given on behalf of a party by the attorney of such Party.

Q. Exhibits. All exhibits attached hereto are incorporated herein by this reference as if set forth in their entirety.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[Signatures follow]

SELLER:

SOUTHERN UTAH VALLEY POWER SYSTEMS

By: Craig Michaelis
Title: General Manager

BUYER:

SPRINGVILLE CITY

By: Matt Packard
Title: Mayor

EXHIBIT A

Description of Property

Parcel 37:205:0010

PART LOT 2, PLAT A, DRY CREEK SUBSTATION SUB DESCRIBED AS FOLLOWS; COM N 623.389 FT & E 1087.11 FT FROM THE SE COR. SEC. 6, T8S, R3E, SLB&M; N 36 DEG 26' 34" W 14.53 FT; S 47 DEG 47' 56" W 22.15 FT; S 0 DEG 41' 0" E 477.65 FT; N 89 DEG 29' 24" E 7.07 FT; N 89 DEG 29' 24" E 136.48 FT; N 44 DEG 5' 39" E 275.58 FT; N 35 DEG 42' 35" W 159.11 FT; N 86 DEG 1' 25" W 63.81 FT; N 57 DEG 3' 52" W 114.6 FT; N 36 DEG 26' 10" W 106.52 FT TO THE POB. AREA 2.288 AC

EXHIBIT B

Form of Special Warranty Deed

WHEN RECORDED RETURN TO:

Springville City
Attn: City Attorney
110 South Main Street
Springville, UT 84663

Space above for County Recorder's Use
Tax Parcel Id No.: 37:205:0010

SPECIAL WARRANTY DEED

SOUTHERN UTAH VALLEY POWER SYSTEMS, a Utah interlocal entity and political subdivision, as **Grantor**, hereby GRANTS AND CONVEYS AND WARRANTS against all claiming by, through or under it, but not otherwise, to SPRINGVILLE CITY, a Utah municipal corporation, as **Grantee**, for the sum of TEN DOLLARS and other good and valuable consideration, all of Grantor's right, title and interest in and to the described tract of land in Utah County, Utah, described as follows:

Lot 2, Plat A, Dry Creek Substation Subdivision; LESS AND EXCEPT: that portion conveyed to Utah Department of Transportation by Warranty Deed recorded on May 9, 2024 as Entry No. 30394 in the records of the Utah County Recorder; LESS AND EXCEPT: that portion conveyed to Utah Department of Transportation by Warranty Deed recorded on May 9, 2024 as Entry No. 30399 in the records of the Utah County Recorder; LESS AND EXCEPT: that portion conveyed to Utah Department of Transportation by Warranty Deed recorded on April 16, 2026 as Entry No. 31665 in the records of the Utah County Recorder

TOGETHER WITH all easements, rights-of way, and other rights appurtenant thereto.

SUBJECT TO current taxes and other assessments, easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities and other matters that may appear of record or that a correct and accurate survey or an inspection would reveal.

DATED effective this ____ day of _____, 2026.

[Acknowledgments on next page]

GRANTOR:
SOUTHERN UTAH VALLEY POWER SYSTEMS

By _____

Name: Craig Michaelis

Title: General Manager

STATE OF UTAH §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2026, by Craig Michaelis, the General Manager of SOUTHERN UTAH VALLEY POWER SYSTEMS, a Utah interlocal entity and political subdivision, on behalf of said entity.

Notary Public, State of Utah

ACCEPTED BY:

GRANTEE:
SPRINGVILLE CITY

By _____

Name: _____

Title: _____

STATE OF UTAH §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2026, by MATT PACKARD, the MAYOR of SPRINGVILLE CITY, a Utah municipal corporation, on behalf of said corporation.

Notary Public, State of Utah



STAFF REPORT

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Josh Yost, Community Development Director

SUBJECT: General Plan Future Land Use Map and Official Zoning Map amendments for 1300 and 1450 North Main Street

Recommended Motion:

General Plan Future Land Use Map Amendment

- Move to approve the proposed amendment to the General Plan future land use map designation from Commercial to Mixed-Use for parcels 23:015:0050 and 23:015:0051, located at approximately 1450 and 1300 North Main Street, based on the findings in the staff report.

Official Zoning Map Amendment

- Move to approve the proposed amendment to the Official Zoning Map applying the Main Street South Gateway (MSSG) Zone to parcels 23:015:0050 and 23:015:0051, located at approximately 1450 and 1300 North Main Street, based on the findings in the staff report.

Executive Summary:

Springville Community Development requests two related legislative amendments for parcels located at approximately 1450 and 1300 North Main Street. The first amendment would change the General Plan future land use map designation for both parcels from Commercial to Mixed-Use. The second amendment would change the zoning of the same parcels to the Main Street South Gateway (MSSG) Zone.

The subject properties are located at a key entry point into Springville along the North Main Street corridor. The area has been identified in City planning efforts as an important gateway where redevelopment should improve the visual character of the corridor, allow more efficient use of difficult-to-develop commercial property, and provide a better transition to the established neighborhoods east of Main Street.



The proposed General Plan amendment provides the policy basis for mixed-use redevelopment. The proposed zoning map amendment provides the regulatory framework to implement that policy direction through the MSSG Zone, which allows a mix of residential and commercial uses, requires stronger design and material standards than the existing Highway Commercial (HC) and Professional Office (PO) zones, and includes height and form standards intended to transition to adjacent residential neighborhoods.

Clyde Companies, through Springville Rising LLC, has acquired the subject parcels and other properties near the intersection of 1400 North and Main Street. The current concept includes primarily residential townhouse development on the subject parcels, with limited commercial uses along Main Street and broader mixed-use and commercial development across Main Street. The current request is not an approval of a final site plan or subdivision plat. Future development will remain subject to applicable development review requirements.

The Planning Commission reviewed both items on April 14, 2026. Separate public hearings were held for each item. No public comments were received, despite proper legal notice of the hearing, additional social media outreach, and door hanger distribution in the adjacent neighborhood. The Planning Commission voted unanimously to forward positive recommendations to the City Council for both the General Plan future land use map amendment and the Official Zoning Map amendment.

Focus of Action:

The City Council is being asked to consider two legislative land use actions:

- Amending the General Plan future land use map designation from Commercial to Mixed-Use for parcels 23:015:0050 and 23:015:0051.
- Amending the Official Zoning Map to apply the Main Street South Gateway (MSSG) Zone to those same parcels.

The General Plan amendment is a policy-level decision about the long-term direction for the properties. The zoning map amendment is the regulatory action that would determine the land uses and development standards applicable to future development



applications. The General Plan amendment should be considered first because it establishes the policy basis for the proposed zoning action.

Background:

The subject properties consist of approximately 4.92 acres at 1300 North Main Street and approximately 3.33 acres at 1450 North Main Street. Both parcels are currently designated Commercial on the General Plan future land use map. The southern parcel is currently zoned Highway Commercial (HC), while the northern parcel is currently zoned Professional Office (PO).

The properties are located along the north Main Street corridor, near the intersection of 1400 North and Main Street. This corridor functions as a northern entry into Springville and has long been recognized as an area where conventional highway commercial development patterns have created redevelopment challenges. The 1300 North parcel has remained difficult to develop since Millpond Road was extended to Main Street around 2000. Existing corner commercial development and access constraints have made cohesive development of the remaining property more difficult. The 1450 North parcel also faces challenges related to grade change and limited street frontage.

Springville Rising LLC, a development entity associated with Clyde Companies, has acquired the subject parcels and additional property near the intersection. The proposed amendments are intended to allow a more coordinated mixed-use development pattern than would likely occur under the existing Commercial future land use designation and HC/PO zoning.

The requests are also related to the City's broader planning work for the Main Street North Gateway area. That planning effort anticipates a more cohesive gateway character, better streetscape design, improved transitions to adjacent neighborhoods, and higher-quality redevelopment along this portion of Main Street.

Discussion:

The two amendments should be understood together. The General Plan amendment addresses whether the City's policy direction for the parcels should shift from purely commercial development to mixed-use development. The zoning map amendment addresses whether the MSSG Zone is an appropriate tool to implement that policy direction.



General Plan Future Land Use Map Amendment

A General Plan land use designation is a policy-level vision for how an area should develop over time. It does not directly regulate property, but it guides future zoning and land use decisions. Zoning is the enforceable regulatory tool that determines permitted uses, site standards, height, setbacks, density, and other development requirements.

The existing Commercial designation reflects a traditional commercial expectation for the properties. However, the General Plan itself recognizes that the North and South Main Street corridors are auto-oriented and may need redevelopment and consideration of mixed-use development to better utilize properties along the corridor. The General Plan also anticipates mixed-use development at major intersections, ideally in connection with transit nodes. The 1400 North and Main Street area is a major intersection with transit service and fits that policy framework.

The proposed Mixed-Use designation is consistent with several General Plan objectives and strategies. It would allow residential uses to be introduced at the edge of an established neighborhood, provide a transition between Main Street and existing homes, support a broader range of housing types, and allow commercial services to be located conveniently near existing residential areas. The amendment also supports the General Plan strategy of considering residential components in commercial redevelopment areas adjacent to existing neighborhoods.

Staff finds that the General Plan amendment is appropriate because the subject parcels have proven difficult to develop under the existing commercial framework, are located in an area identified for gateway redevelopment, and can provide a more compatible transition to surrounding neighborhoods through mixed-use development rather than conventional highway commercial development.

Official Zoning Map Amendment

The proposed zoning map amendment would apply the Main Street South Gateway (MSSG) Zone to the subject parcels. The MSSG Zone allows a broad mix of residential and commercial uses and is intended to produce a more traditional, pedestrian-oriented development pattern than the existing HC and PO zones. It also includes design and material standards that are not present in the existing HC and PO zoning districts.



The MSSG Zone is better aligned with the proposed redevelopment and the City's gateway objectives than the existing zoning. The existing HC and PO zones are more likely to produce conventional, single-use, auto-oriented site design with weaker street presence. The MSSG Zone provides a more direct regulatory path for high-quality mixed-use redevelopment without creating a new zone or making piecemeal changes to existing zones.

The relationship to adjacent residential neighborhoods is a key consideration. The northern parcel abuts R2 zoning to the east and north, while the southern parcel abuts R1-8 zoning to the east and south. The MSSG Zone includes height and form transition standards intended to reduce impacts on adjacent residential areas. When adjacent to existing residential property, the maximum building height is 35 feet. Along Main Street, the zone allows a maximum height of 45 feet only when the building is at least 75 feet from surrounding residential property lines. By comparison, the existing PO Zone allows a maximum height of 35 feet and the existing HC Zone allows a maximum height of 75 feet.

The MSSG Zone also requires commercial uses on ground floors facing Main Street and includes standards intended to support traditional downtown-style development, durable materials, and active street-facing design. These standards help connect future development to the public realm while still allowing flexibility for transitions to surrounding development.

Development Concept and Future Review

The applicant's representative described the current concept as primarily residential on the subject parcels, with limited commercial uses along Main Street and broader mixed-use and commercial development across the street. The townhome concept was described as four- to five-unit rowhomes of two to three stories, but it remains preliminary and subject to change.

Approval of the proposed General Plan and zoning amendments would not approve a specific site plan, subdivision, architecture, open space configuration, or final access plan. Those details would be reviewed through the applicable development review process. Open space, landscaping, access, subdivision layout, building placement, and other development standards would be evaluated under the proposed Main Street South



Gateway Zone, if applied to the property, at the time a complete development application is submitted.

Planning Commission Review:

The Planning Commission reviewed the General Plan future land use map amendment and the Official Zoning Map amendment on April 14, 2026.

For the General Plan amendment, staff explained the distinction between the General Plan as a policy document and zoning as the regulatory implementation tool. The Commission discussed why certain nearby parcels were not included in the current amendment. Staff explained that some properties are encumbered by existing leases and that more holistic land use changes are expected to be considered as part of the upcoming General Plan update. The current proposal is limited in scope for simplicity and to meet the development timeline for the subject properties.

The Commission also discussed access to the northern parcel, open space, and traffic. Staff indicated that primary access to the northern parcel is from State Street, while future access from 1400 North could be provided if the McDonald's parcel is further developed. Staff also explained that open space requirements are governed by zoning standards rather than negotiated through the Planning Commission at this stage, and that residential uses typically generate less traffic than many commercial uses.

Spencer Warren, representing Clyde Companies, addressed the Commission and described the current concept for the properties. He indicated that the subject parcels are expected to be primarily residential, with limited commercial uses along Main Street, and that broader mixed-use and commercial development is anticipated across the street.

Chair Huffman opened the public hearing on the General Plan amendment at 7:30 p.m. No members of the public spoke. The public hearing was closed at 7:31 p.m. Commissioner Nelson moved to forward a recommendation of approval to the City Council. Commissioner Calder seconded the motion. The motion passed unanimously.

For the zoning map amendment, staff explained the existing HC and PO zoning and the proposed application of the MSSG Zone. Staff noted that the MSSG Zone has been applied in the Allen's area and that the townhomes behind Jefferson School and the Art



City Autobody technical center are examples of development under that zone. Staff also explained the MSSG Zone's design standards, height limits, transition standards, and commercial frontage requirements.

The Commission discussed whether MSSG is the best available zone for this area, how zoning changes relate to vested development applications, and the importance of consistency and predictability for landowners. Commissioners also discussed the need to balance public planning objectives with private property rights and acknowledged that zoning decisions often become more focused when development is imminent.

Chair Huffman opened the public hearing on the zoning map amendment at 8:06 p.m. No members of the public spoke. The public hearing was closed at 8:06 p.m. Commissioner Calder moved to forward a recommendation of approval to the City Council. Commissioner Nelson seconded the motion. The motion passed unanimously.

Staff Recommendation:

Staff recommends approval of both amendments.

Staff finds that the proposed General Plan future land use map amendment is consistent with adopted and emerging policy direction for the Main Street North Gateway area, supports a more appropriate transition between Main Street and adjacent neighborhoods, and provides a policy basis for mixed-use redevelopment on parcels that have been difficult to develop under the existing commercial framework.

Staff further finds that the proposed zoning map amendment is consistent with the proposed Mixed-Use future land use designation, implements the City's intended gateway development pattern, provides stronger design and material standards than the existing zoning, and includes transition standards that are appropriate for the parcels' relationship to nearby residential neighborhoods.

Alternatives:

- Approve both amendments as recommended by the Planning Commission.
- Approve one amendment and deny or continue the other. If the General Plan amendment is denied, staff recommends that the zoning map amendment also



be denied or continued because the proposed zoning should be supported by the future land use designation.

- Approve either amendment with modifications, if the modification is within the scope of the public notice and supported by appropriate findings.
- Continue one or both items for additional information or further discussion.
- Deny one or both amendments, with findings supporting denial.

Attachments:

- Planning Commission Staff Reports
- Planning Commission Minutes: April 14, 2026



Attachment 1: Planning Commission Staff Reports



PLANNING COMMISSION STAFF REPORT

Agenda Item #1
April 14, 2026

April 9, 2026

TO: Planning Commission Members

FROM: Josh Yost

RE: Springville Community Development requests an amendment to the General Plan future land use map designation from commercial to mixed-use on parcels 23:015:0050 and 23:015:0051 located at approximately 1450 and 1300 North Main Street, respectively.

Petitioner: Springville Community Development

Summary of Issues

Is the proposed General Plan Future Land Use Map Amendment consistent with adopted policy and planning for the Main Street North Gateway Area.

Existing land use designation:

- 1300 North Main Street: 4.92 Acres, Commercial
- 1450 North Main Street: 3.33 Acres, Commercial

The Mixed-Use land use is intended to facilitate high-quality, mixed-use development with strong urban design standards. The request is associated with a planned redevelopment by Clyde Companies.

Background

A general plan land use designation is a policy-level vision for how an area of a city should develop over time. Such as whether it should be residential, commercial, mixed-use, or open space, and at roughly what intensity.

In Utah, the general plan itself is not regulatory, meaning it does not directly control what a property owner can build or do on their land. Instead, it serves as a guide for decision-making. Zoning, by contrast, is the regulatory tool that actually governs land use. Zoning ordinances specify what uses are allowed, along with standards like setbacks, height limits, and density.

How they relate:

- The general plan sets the long-term direction and policy intent.
- Zoning implements that vision through enforceable regulations.
- Cities are expected to keep zoning reasonably consistent with the general plan, but changing zoning requires a formal legislative process.

In simple terms the general plan says what the community wants to happen; zoning is what legally makes it happen. The next item on the agenda is a proposed change to the zoning for

these properties, but first we have to consider changing the policy-level vision for these properties from purely commercial to mixed-use.

The subject properties are located along the north Main Street corridor, a key entry into Springville. This area has been identified by the General Plan, Economic Development Plan, and Draft Springville North Gateway Plan, for transformation into a more cohesive and visually distinctive gateway.

The subject parcels have not developed since Millpond Road was extended to Main Street in approximately 2000. The gas station and McDonalds that were developed at that time made it harder to develop the rest of the vacant property on the North side of 1400 North by limiting access and otherwise hampering the property. Additionally, significant grade changes and limited street frontage on the north parcel make conventional commercial development more difficult. South of 1400 North, the 2019 construction of the 7-11 resulted in the subdivision of the corner parcel from the rest of the property, again making it harder to develop the whole parcel cohesively. Springville Rising LLC, a development entity of the Clyde Companies has purchased these two parcels and other parcels surrounding the intersection of 1400 N Main Street. Springville Rising plans to construct a mix of retail/commercial and townhomes on these properties, necessitating a change in the General Plan Land Use Designation from Commercial to Mixed-Use.

Analysis

The key issue to analyze is stated at the beginning of this report. Is the proposed General Plan Future Land Use Map Amendment consistent with adopted policy and planning for the Main Street North Gateway Area? We will start by analyzing the applicable policies of the General Plan.

The General Plan focuses on Land Use in Chapter 2. On page 2-11 the plan reads

“The commercial corridors currently include North and South Main, the Museum Corridor, and the Westfields 400 South Corridor. The two Main Street Corridors are very auto-oriented and include some of the older, auto-oriented development that occurred from the 1950s through the 1980s such as car sales lots, motels, fast food restaurants, and auto repair, along with some newer commercial developments. These two sections of Main are similar to the types of uses found on south State Street in Salt Lake County and will probably face similar challenges as those areas in the next few decades, in terms of the need for redevelopment and consideration of mixed use development to better utilize the properties located there.”

In the 15 years since this statement, this area has continued to experience the struggles common to auto-oriented highway strip development. As mentioned the construction of the highway type commercial uses on the north east and south east corners of the intersection of 1400 N Main, have made it harder to “better utilize the properties.” Further on page 2-12 the plan states “Other options for mixed use development should be anticipated at the intersection of major streets, ideally in connection with transit nodes.” 1400 North Main Street fits this criteria as a major intersection with frequent transit service.

The General Plan provides Goals, Objectives, and Strategies section in the Land Use chapter that are applicable to these properties. The general land use goal is “To create a safe, functional, and attractive community that preserves the best of our past and shapes our future

development in a way that benefits all people of our community.” In the following paragraphs we will analyze the relevant objectives and strategies.

OBJECTIVE 2 Provide and maintain cohesive residential neighborhoods with a wide variety of housing types and densities which include the services and amenities that contribute to desirable, stable neighborhoods.

The proposed amendment will allow the introduction of new housing types at the perimeter of the neighborhood and also provide an appropriate transition between the existing homes and the commercial character of Main Street. Instead of the back of commercial buildings, loading and storage areas, the back yards of existing homes will border townhomes with appropriate transition space. This will contribute to the desirability and stability of the existing neighborhood.

Strategy 2C Utilize rear property lines or natural edges such as creeks, hillsides, and open space corridors to transition between land uses rather than local streets.

These properties are perfect examples of using both natural elevations and rear properties lines to transition between land uses.

OBJECTIVE 3 Include a variety of appropriately located multi-family housing units to help ensure a variety of housing types within the City.

The mixed use designation accommodates zoning that may permit multi-family homes. The projected development on these two parcels is not anticipated to include multi-family homes, but will still introduce townhomes to provide an increased variety of housing

Strategy 3E Consider inclusion of a residential component in commercial property redevelopment for areas adjacent existing neighborhoods.

This property is a prime opportunity to include residential in commercial development adjacent to an existing neighborhood.

OBJECTIVE 4 Provide conveniently-located commercial and professional office uses to serve the residents of Springville and surrounding areas.

The Mixed-Use designation will facilitate the property owner’s planned mixed of commercial, and office space conveniently located adjacent to a neighborhood with limited commercial services, and along a major transportation corridor.

Strategy 4A Establish design and material standards for new commercial development.
4D Amend ordinances to allow for mixed-use commercial areas at appropriate locations.

The existing Highway Commercial and Professional Office zones do not include any design and material standards. The Main Street South Gateway Zone that is proposed to be applied under the Mixed Use designation, provides rigorous design and materials standards for commercial and residential development.

Strategy 4G Consider decreasing commercially zoned property and increasing residentially zoned property to help ensure a better city wide land-use balance.

Taken together with the Clyde Companies plans for additional commercial development at this intersection, allowing mixed use on these two properties accomplishes this strategy, and will

facilitate the development of property that has proven highly difficult to develop under the existing commercial designation.

The proposed mixed-use land use designation amendment aligns with multiple goals, objectives, and strategies stated in the general plan and will facilitate the application of the Main Street South Gateway Zone to the property. This new zone will result in high-quality development befitting a key Springville gateway, and provide for appropriate transitions to existing development, while providing enhanced commercial services and housing options to the existing neighborhood.

Staff Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the City Council for approval of the proposed General Plan Land Use Map amendment.

The request is consistent with the City's planning objectives, is a first step to implement the intended vision for the Main Street corridor, and allows the application of appropriate zoning for high-quality development.

Recommended Motion

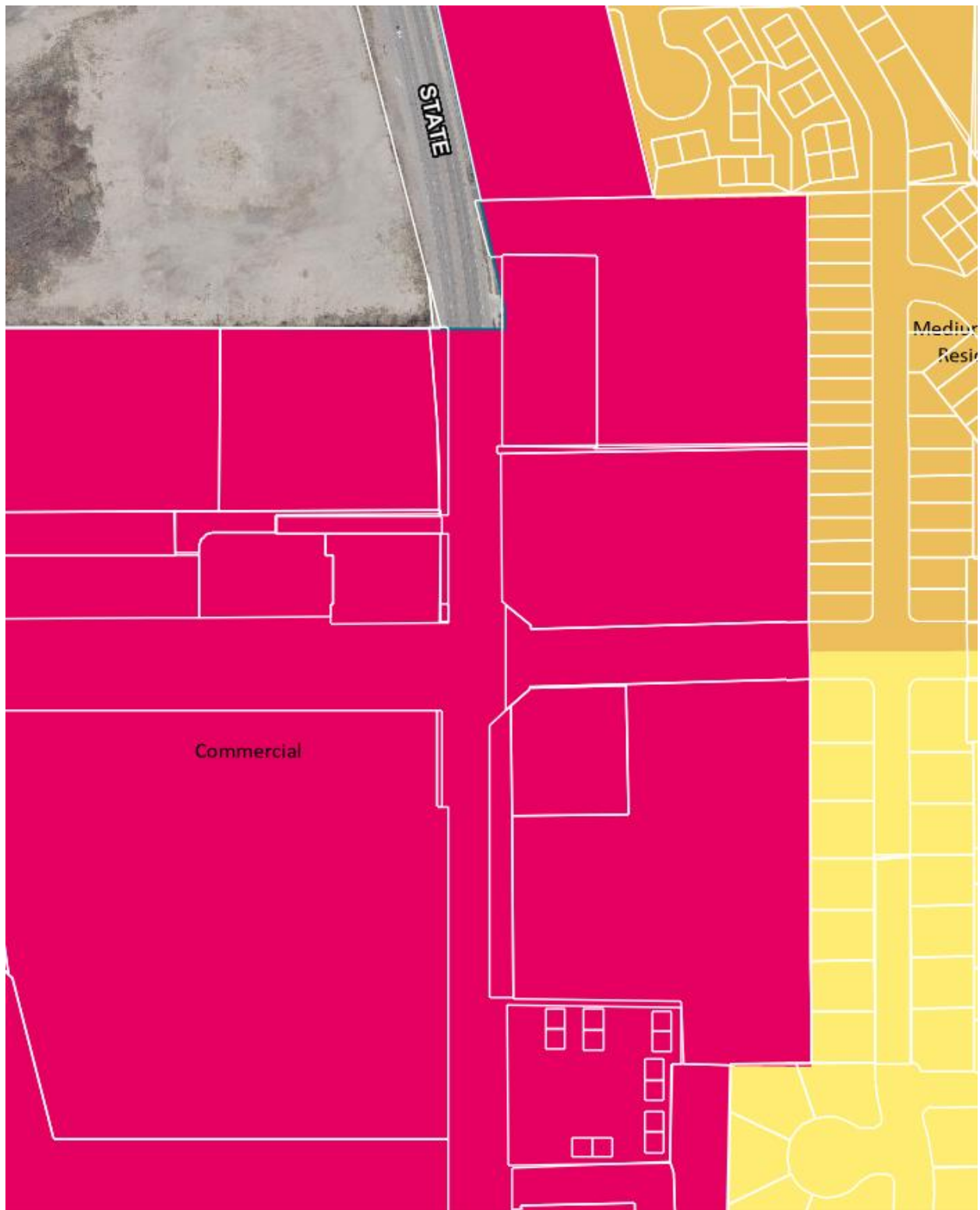
Move to forward a recommendation of approval to the City Council for the proposed amendment to the General Plan future land use map designation from commercial to mixed-use for parcels 23:015:0050 and 23:015:0051, located at approximately 1450 and 1300 North Main Street, based on the findings in the staff report.

Alternate Motions

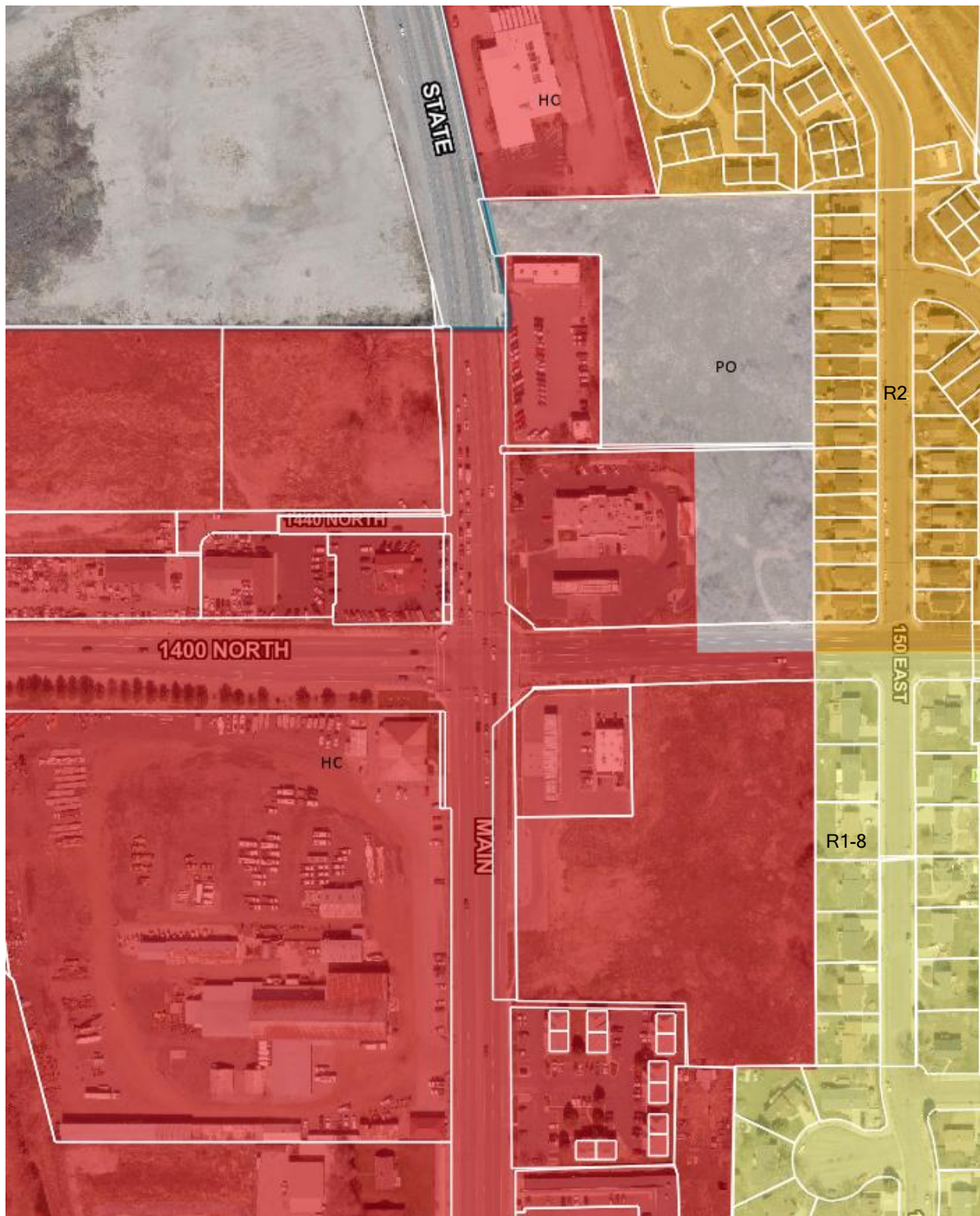
1. Continuance. Continue the item to a future Planning Commission meeting for additional information or analysis.
2. Denial. Forward a recommendation of denial to the City Council for the proposed general plan future land use map amendment, stating the reasons for denial.



1450 and 1300 North Main Street - Location Map



1450 and 1300 North Main Street - General Plan Land Use Map



1450 and 1300 North Main Street - Zoning Map



PLANNING COMMISSION STAFF REPORT

Agenda Item #2
April 14, 2026

April 9, 2026

TO: Planning Commission Members

FROM: Josh Yost

RE: Springville Community Development requests an amendment to the Official Zoning Map to apply the Main Street South Gateway Zone (MSSG) to parcels 23:015:0050 and 23:015:0051 located at approximately 1450 and 1300 North Main Street, respectively.

Petitioner: Springville Community Development

Summary of Issues

Is the proposed Zone Map Amendment consistent with adopted policy and planning for the Main Street North Gateway Area.

Existing zoning:

- 1300 North Main Street: 4.92 Acres, Highway Commercial (HC)
- 1450 North Main Street: 3.33 Acres, Professional Office (PO)

The MSSG Zone is intended to facilitate high-quality, mixed-use development with strong urban design standards. The request is associated with a planned redevelopment by Clyde Companies.

Background

The subject properties are located along the north Main Street corridor, a key entry into Springville. This area has been identified by the City for transformation into a more cohesive and visually distinctive gateway.

Clyde Companies has acquired both parcels and is proposing:

- Mixed-use development (townhomes and commercial) on the southern parcel
- Townhome development on the northern parcel

The proposal aligns with the vision and concepts outlined in the draft Main Street North Gateway Plan, which emphasizes enhanced streetscape character, higher-intensity, mixed-use development, and improved transitions to adjacent residential neighborhoods.

The MSSG Zone was established to implement this type of development pattern and design outcome.

Analysis

The proposed rezone directly advances the City's goals for the Main Street corridor by supporting gateway-oriented design and placemaking, encouraging vertical and horizontal mixed-use development, and reinforcing a more urban, pedestrian-oriented environment. The request is also consistent with the emerging framework of the Main Street North Gateway Plan, which anticipates redevelopment of this corridor with higher intensity and improved design quality. The northern parcel abuts R2 zoning to the east and north which permits attached residential homes and duplexes and the southern parcel abuts R1-8 zoning to the east and south. The MSSG zone with its 35' maximum height when next to existing residential, will create a smooth compatible transition from Main Street to the surrounding neighborhoods. Along Main Street, the MSSG zone would permit a maximum height of 45 feet at a minimum of 75 feet away from the surrounding residential property lines. The maximum heights in the existing zone are 35 feet in the PO, and 75 feet in the HC.

Zoning Framework and Development Outcomes

The MSSG Zone allows:

- A broad mix of residential and commercial uses
- Development patterns that resemble a traditional downtown form
- Use of high-quality, durable materials
- Flexibility to accommodate transitions to surrounding existing development

This zoning is better aligned with the proposed development than the existing HC and PO designations, which tend to produce:

- Auto-oriented site design
- Less vibrant single-use development
- Weaker street presence

Transition to Adjacent Uses

The MSSG Zone includes height and form transition standards intended to:

- Protect nearby residential areas
- Step down building scale where appropriate
- Mitigate impacts related to massing and intensity

Implementation Efficiency

Applying the MSSG Zone provides a direct regulatory pathway to achieve:

- The City's long-term planning objectives
- The development vision proposed by Clyde Companies

Applying the MSSG Zone to this property eliminates the need for writing a new zone, making piecemeal changes to the existing zones, and instead relies on an established, purpose-built zoning framework.

Staff Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the City Council for approval of the proposed zoning map amendment.

The request is consistent with the City's planning objectives, implements the intended vision for the Main Street corridor, and provides an appropriate regulatory framework for high-quality redevelopment.

Recommended Motion

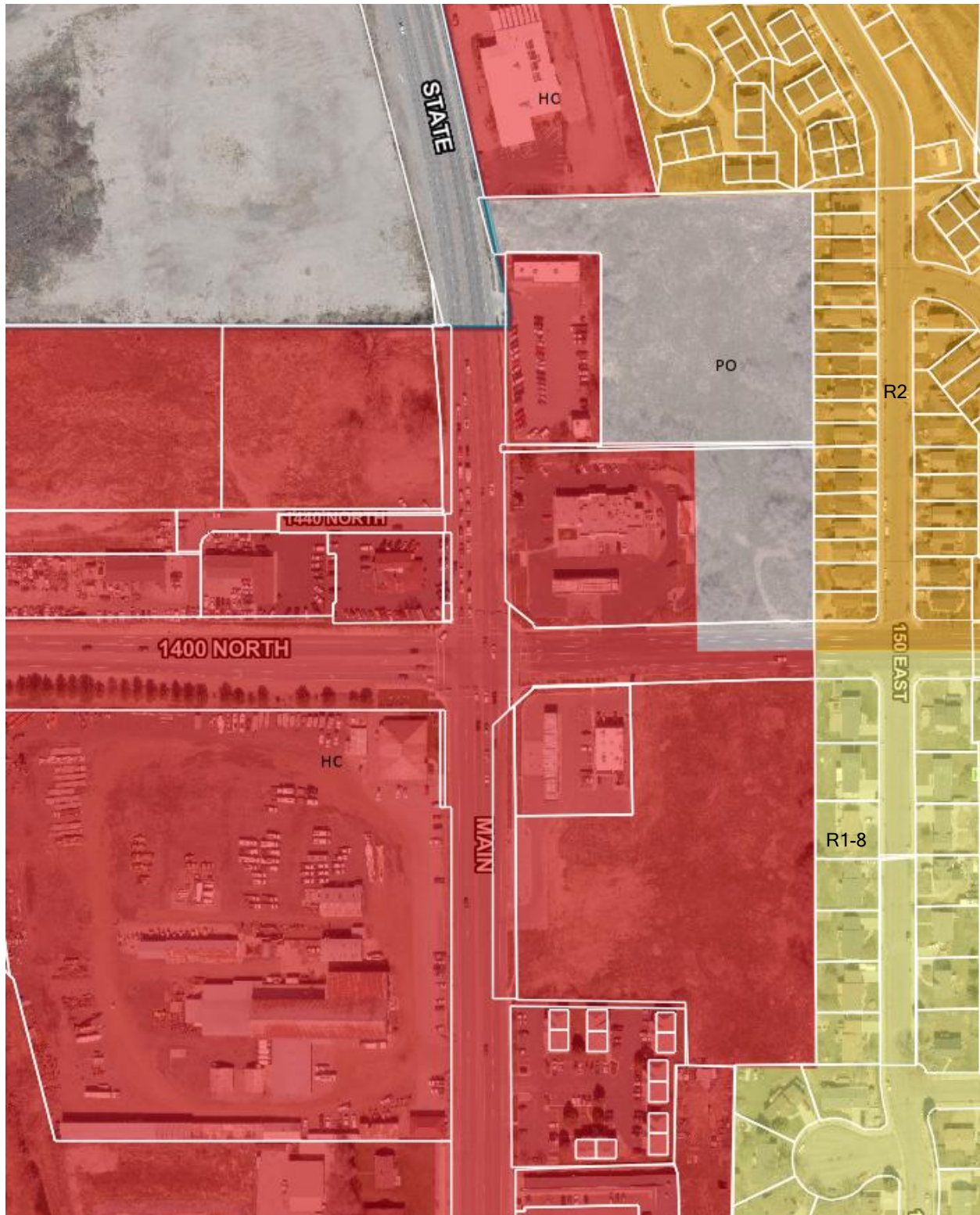
Move to forward a recommendation of approval to the City Council for the proposed amendment to the Official Zoning Map to apply the Main Street South Gateway (MSSG) Zone to parcels 23:015:0050 and 23:015:0051, located at approximately 1450 and 1300 North Main Street, based on the findings in the staff report.

Alternate Motions

1. Continuance. Continue the item to a future Planning Commission meeting for additional information or analysis.
2. Denial. Forward a recommendation of denial to the City Council for the proposed zoning map amendment, stating the reasons for denial.



1450 and 1300 North Main Street - Location Map



1450 and 1300 North Main Street - Zoning Map



Attachment 2: Planning Commission Minutes: April 14, 2026

IN ATTENDANCE

Commissioners Present: Brett Nelson, Ralph Calder, Hunter Huffman, Tyler Patching, Peter Pratt, Mariah Hurst, and BJ Smith

City Staff: Josh Yost, Community Development Director
Heather Goins, Executive Assistant

City Council: Jake Smith, Mindi Wright

CALL TO ORDER

Heather Goins, Executive Assistant, called the meeting to order at 7:04 p.m.
Commissioner Nelson nominated Tyler Patching as Chair Pro Tem. Commissioner Huffman seconded. The vote to appoint Commissioner Patching as Chair Pro Tem was unanimous.

ADMINISTRATIVE SESSION

- 1) *Welcome New Commissioners*
- 2) *Elect a Chair and Vice Chair*

Chair Pro Tem Patching asked for nominations for Chair. Commissioner Smith nominated Commissioner Huffman. Commissioner Pratt seconded. The vote to appoint Commissioner Huffman as Chair was unanimous.

Chair Huffman asked for nominations for the Vice Chair. Commissioner Nelson nominated Commissioner Calder as Vice Chair. Commissioner Pratt seconded the nomination. The vote to appoint Commissioner Calder as the Vice Chair was unanimous.

APPROVAL OF THE AGENDA

Commissioner Patching moved to approve the agenda as written. Commissioner Nelson seconded the motion. The vote to approve the agenda was unanimous.

APPROVAL OF THE MINUTES

March 10, 2026

Commissioner Hurst moved to approve the March 10, 2026, meeting minutes. Commissioner Smith seconded the motion. The vote to approve the meeting minutes was unanimous.

LEGISLATIVE SESSION:

- 3) *Springville Community Development requests an amendment to the General Plan future land use map designation from commercial to mixed-use on parcels*

50 *23:015:0050 and 23:015:0051 located at approximately 1450 and 1300 North*
51 *Main Street, respectively.*

52 Josh Yost, Community Development Director, presented. He explained the distinction
53 between the General Plan as a policy document and zoning as the regulatory
54 implementation.

55
56 The proposed amendment aligns with the City's vision for a mixed-use gateway along
57 North Main Street by supporting both residential and commercial uses. It is also
58 consistent with the recent Clyde development, and the City's goal of creating a higher-
59 intensity gateway with a mix of housing and commercial activity.

60
61 The presentation highlighted relevant general plan objectives, including creating
62 cohesive residential neighborhoods with varied housing types, including residential
63 components in commercial redevelopment areas, and providing conveniently located
64 commercial uses while considering a better citywide land use balance.

65
66 Commissioner Calder asked why the parcel east of McDonald's was excluded from the
67 plan. Director Yost explained some properties are encumbered by existing leases and
68 that holistic changes are planned during the upcoming general plan update. The current
69 proposal is being handled in phases to meet development timelines.

70
71 Most of the developable land in the area is controlled by the Clyde Company, reducing
72 concern about inconsistent development.

73
74 A follow-up question addressed access to the north parcel, with staff indicating primary
75 access is from State Street, while potential future access from 1400 North could be
76 considered if circumstances allow.

77
78 Commissioner Nelson asked about green space. Director Yost said green spaces aren't
79 discussed in Planning Commission. Open space requirements are governed by zoning
80 standards rather than negotiated at the project stage.

81
82 Commissioner Smith asked about transportation rates for commercial trips. Director
83 Yost noted that residential uses typically generate less traffic than commercial uses.

84
85 Spencer Warren, representing Clyde Companies, spoke. He indicated plans for
86 primarily residential development on the subject parcels, with limited commercial uses
87 along Main Street, and broader mixed-use and commercial development across the
88 street.

89 Commissioner Smith asked about townhomes. Mr. Warren said most of the townhomes
90 will be in Provo. In Springville, it is currently undefined. The way he envisions it will be
91 four to five unit row homes of two stories. This is all conceptual and subject to change,
92 but that's the vision for the moment.

93
94 Commissioners also discussed the importance of aligning zoning tools with the City's
95 long-term vision and the potential need for future code refinements.

Chair Huffman opened the Public Hearing at 7:30 p.m. Seeing no speakers, Commissioner Patching moved to close the public hearing. Commissioner Nelson seconded. The public hearing was closed at 7:31 p.m.

Commissioner Hurst feels it supports the General Plan. Chair Huffman agrees.

Commissioner Nelson moved to forward a recommendation of approval to the City Council for the proposed amendment to the General Plan future land use map designation from commercial to mixed-use for parcels 23:015:0050 and 23:015:0051, located at approximately 1450 and 1300 North Main Street, based on the findings in the staff report. Commissioner Calder seconded the motion. The vote to approve the Legislative Session item was unanimous.

4) Springville Community Development requests an amendment to the Official Zoning Map to apply the Main Street South Gateway Zone to parcels 23:015:0050 and 23:015:0051 located at approximately 1450 and 1300 North Main Street, respectively.

Josh Yost, Community Development Director, presented. The current zoning is HC to the south and PO to the north. This is an odd instance where the zone boundary doesn't line up with the property line. The proposed zone is the MSSG zone. It is currently applied to the Allen's area. The townhomes to the rear of the Jefferson school and the Art City Autobody tech center have been the two properties built under this zone.

The development patterns resemble a traditional downtown form, use of high-quality materials and flexibility to accommodate transitions to the surrounding development.

The MSSG zone includes height and form transition standards. The Main Street South Gateway zone allows mixed residential and commercial uses, requires commercial uses on ground floors facing Main Street, promotes traditional downtown form, includes design standards for quality materials, and has flexibility for transitions to surrounding development.

Director Yost explained the maximum heights in different zones and setbacks required to reach the full heights.

Chair Huffman asked if the MSSG is the best zone to apply to this area. Director Yost noted that this is a nuanced question. The MSSG is the best against the next best HC zone.

Commissioner Smith asked about rezoning. Director Yost explained that once a development application is submitted, it is vested under the regulations in place at that time and cannot be subject to subsequent zoning changes. However, the Planning Commission may recommend amendments to the zone map or zoning ordinances at any time, though such changes would not apply to already submitted applications.

Commissioner Calder said people typically buy property with a method in mind. As a body, we want things to move through consistently. Director Yost said there are a variety of interests involved. Despite best efforts to plan proactively, it is when we are faced with imminent development that these questions are asked.

Commissioner Nelson said landowners want to make Springville a better place. Commissioner Smith agrees that Clyde is a good partner. He would like to see the MSSG zone changed to MSG. The discussion continued emphasizing the need for consistency in zoning decisions to provide predictability for property owners and encourage investment. The Commissioners noted the importance of balancing public interests with private property rights, engaging landowners collaboratively, and considering proactive planning efforts. It was acknowledged that zoning decisions often become more scrutinized when development is imminent and that outcomes may ultimately involve policy and political considerations.

Commissioner Hurst asked about subdividing the highlighted piece on the south side. Director Yost explained where it could be subdivided. It would have to meet the minimum street frontage.

Director Yost said this is the only zone other than VC that has any design controls in it.

Chair Huffman opened the Public Hearing at 8:06 p.m. Seeing no speakers, Commissioner Calder moved to close the public hearing. Commissioner Smith seconded. The public hearing was closed at 8:06 p.m.

Commissioner Calder moved to recommend approval to the City Council for the proposed amendment to the Official Zoning Map to apply the Main Street South Gateway (MSSG) Zone to parcels 23:015:0050 and 23:015:0051, located at approximately 1450 and 1300 North Main Street. Commissioner Nelson seconded the motion. The vote to approve the Legislative Session item was unanimous.

Director Yost gave a short update on Buc-ee's. Their application has been submitted and is under review. Winco is progressing through the application process.

Commissioner Huffman asked how to bring forward potential zoning updates or code changes. Director Yost explained that items can be added to an administrative session agenda for discussion, typically at the request of the chair or by coordinating with staff. These discussions are informal and not for action; staff can provide background information, and the commission may give direction on whether to pursue the idea further. The Commissioners agreed that suggested topics—such as refining landscaping requirements or ordinance language—can be added to the agenda, with staff preparing context as needed.

With nothing further to discuss, Commissioner Patching moved to adjourn the meeting. Commissioner Smith seconded the motion. Chair Huffman adjourned the meeting at 8:15 p.m.

ORDINANCE NO. ____-2026

AN ORDINANCE AMENDING THE SPRINGVILLE GENERAL PLAN FUTURE LAND USE MAP.

WHEREAS, the Springville General Plan Future Land Use Map is a policy-level vision for how the city should develop over time as established by the Mayor and City Council; guiding future zoning and land use decisions; and

WHEREAS, Springville City may, from time to time, examine the General Plan Code and amend such provisions as the Future Land Use Map; and

WHEREAS, the Planning Commission held a public hearing on April 14, 2026, reviewed the proposed amendments, and has recommended them favorably; and

WHEREAS, the City Council held a properly noticed public meeting on May 19, 2026, to consider these amendments.

Be it ordained by the City Council of Springville, Utah:

SECTION 1: The General Plan future land use map designation is amended from Commercial to Mixed-Use for parcels 23:015:0050 and 23:015:0051, located at approximately 1450 and 1300 North Main Street

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, this ____ day of ____, 2026.

Matt Packard, Mayor

ATTEST:

Kim Crane, City Recorder

ORDINANCE NO. ____-2026

AN ORDINANCE AMENDING THE SPRINGVILLE OFFICIAL ZONING MAP APPLYING THE MAIN STREET SOUTH GATEWAY (MSSG) ZONE TO PARCELS 23:015:0050 AND 23:015:0051, LOCATED AT APPROXIMATELY 1450 AND 1300 NORTH MAIN STREET.

WHEREAS, Springville City Development Code governs 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 City Council; and

WHEREAS, Springville City may, from time to time, examine the zoning designations included in the Springville City Zoning Map to determine if the existing zoning is consistent with the General Plan and the intent of the proposed zones as outlined in Title 11 Development Code; and

WHEREAS, the Planning Commission held a public hearing on April 14, 2026, reviewed the proposed amendments, and has recommended them favorably; and

WHEREAS, the City Council held a properly noticed public meeting on May 19, 2026, to consider these amendments.

Be it ordained by the City Council of Springville, Utah:

SECTION 1: The Official Zoning Map is amended to apply the Main Street South Gateway (MSSG) Zone to parcels 23:015:0050 and 23:015:0051, located at approximately 1450 and 1300 North Main Street

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, this 19th day of May, 2026.

Matt Packard, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: May 1, 2026
TO: Honorable Mayor and City Council
FROM: Josh Yost, Community Development Director
SUBJECT: Amendment to Springville Code Title 11 Development Code to adjust commercial site development and landscaping standards in the Highway Commercial (HC) Zone

Recommended Motion:

Move to approve the proposed amendment to Springville Code Title 11 Development Code modifying the Highway Commercial (HC) Zone front and street side setback standards, allowing a reduced front or street side setback of not less than five feet when the building complies with the specified ground-floor treatment, street-facing entrance, and façade placement standards.

Executive Summary:

Springville Community Development requests a text amendment to the Highway Commercial (HC) Zone to allow buildings to be located closer to the street when they include street-oriented design features. The existing HC standards require a 25-foot front yard setback and a 20-foot street side yard setback. The proposed amendment would allow either setback to be reduced to a minimum of five feet if the building meets the Ground Floor Treatment standards in Section 11-4-712(2)(a) and 11-4-712(2)(d), has a primary public entrance facing the street frontage, and places at least 50 percent of the street-facing façade within the reduced setback area.

The allowance provided by the proposed amendment is optional. It does not require buildings to move closer to the street, change permitted uses, or alter building size or height standards. It gives property owners and developers an additional site design option when they are willing to provide a more pedestrian-oriented street frontage.

The Planning Commission held a public hearing on March 10, 2026. No public comments were received. The Planning Commission voted unanimously to forward a recommendation of approval to the City Council.

**Focus of Action:**

The City Council is being asked to consider a legislative text amendment to the Development Code. The amendment applies citywide to properties in the Highway Commercial (HC) Zone and would modify the HC setback entries and related footnotes in Section 11-4-503, Location Requirements.

Background:

Commercial development along highway corridors has often followed a conventional suburban pattern, with buildings separated from the street by parking and vehicle circulation areas. The current HC setbacks reinforce that pattern by requiring buildings to be placed at least 25 feet from the front property line and 20 feet from a street side property line.

Staff has identified this as a regulatory barrier to commercial redevelopment patterns where buildings help define the street edge, provide storefront visibility, and create a stronger relationship between the building and the public sidewalk. The proposed amendment is intended to remove that barrier while requiring design features that ensure buildings placed near the street contribute positively to the public realm.

Discussion:

The proposed amendment allows a reduced front or street side setback only when the building provides specific street-oriented design features. These include transparent ground-floor wall openings, tenant spaces and entries oriented toward the street, pedestrian building entrances, a primary public entrance facing the street frontage, and at least 50 percent of the street-facing façade located within the reduced setback area.

These standards are intended to avoid the problem of allowing a building to move close to the street while presenting a blank wall, service side, or inactive frontage to the sidewalk. The reduced setback is tied to design criteria that support pedestrian visibility, street-level activity, and a better public-facing building edge.

The amendment also clarifies that buildings using a front or street side yard setback of 20 feet or less qualify for the existing exemption from the Street Frontage Landscape Border only for the width of the building frontage along the adjacent property line. This prevents the landscape requirement from conflicting with a building that is intentionally located close to the street, while still preserving landscape requirements for other portions of the street frontage. The amendment would allow a more urban building placement while preserving a functional pedestrian environment.



Planning Commission Review:

The Planning Commission reviewed the proposed amendment on March 10, 2026. Staff presented the proposal as an optional reduction in the HC Zone front and street side setbacks when specific design criteria are met. Commissioners discussed how the change could improve walkability and pedestrian comfort by bringing buildings closer to the street while maintaining flexibility for site design.

Chair Baker opened the public hearing at 7:57 p.m. No members of the public spoke. The Planning Commission closed the public hearing by unanimous vote.

The Planning Commission expressed support for the amendment, citing increased flexibility and alignment with pedestrian-oriented development goals. Commissioner Huffman moved to forward a recommendation of approval to the City Council, Commissioner Pratt seconded, and the motion passed unanimously.

Alternatives:

- Approve the proposed text amendment as recommended by the Planning Commission.
- Approve the proposed text amendment with modifications.
- Continue the item for additional information or further discussion.
- Deny the proposed text amendment, with findings supporting denial.

Fiscal Impact:

The proposed amendment is not expected to have a direct fiscal impact on the City. Any indirect fiscal effects would depend on future private development or redevelopment activity in the HC Zone.

Attachments:

- Proposed text amendment to Springville Code Section 11-4-503.
- Planning Commission staff report dated March 3, 2026.
- Planning Commission minutes from March 10, 2026.



Attachment 1: Proposed Text Amendment

11-4-503 Location Requirements.

(1) Buildings and structures on lots within commercial and industrial zones shall be located as follows (all setbacks are measured from the property line):

CONFIGURATIONS	PO	BP	VC	TC	NC	CC	RC	HC	LIM	HIM
Primary Use Minimum Setbacks	In Feet from the Property Line									
Front Yard	25	30	0/5 ¹⁰	0	0/5 25 ¹¹	0/5 25 ¹²	25	25 <u>5^{16,18}</u>	25	25
Side Yard (Interior)	10	5	0	0	0	0	0	0	0	0
Side Yard (Street)	20	20	0	0	0/5 ¹³ 20	0/5 ¹⁴ 20	20	20 <u>5^{17,18}</u>	20	20
Rear Yard	0	10	0	0	0	0	0	0	0	0
Between Bldgs on Same Lot	0	20	0	0	0	0	0	0	0	0
Adjacent to Residential Zones										
Rear ¹⁵	35+	35+	35+	35+	35+	35+	35+	35+	35+	35+
Side	20+	20+	20+	20+	20+	20+	20+	20+	20+	20+
Accessory Frame Structures on Double Frontage Lots							Same setback as all structures for front yard and side yard abutting a street			



CONFIGURATIONS	PO	BP	VC	TC	NC	CC	RC	HC	LIM	HIM
							8' behind the property line on the rear portion of the property abutting a street.			

10. Building setbacks must be located within the first five (5) feet of the property line.

11. Buildings must be built within the first five (5) feet of the property line. Any building set back more than five (5) feet from a street frontage must be set back at least twenty-five (25) feet. The landscape border requirements are required for any building set back more than five (5) feet or street front not occupied by a building.

12. Buildings may be built to the front property line and be set back up to five (5) feet. Any building set back more than five (5) feet from a street frontage must be set back at least twenty-five (25) feet. The landscape border requirements are required for any building set back more than five (5) feet or street front not occupied by a building.

13. Any building set back more than five (5) feet from the street frontage must be set back at least twenty (20) feet. The landscape border requirements are required for any building set back more than five (5) feet or street frontage not occupied by a building.

14. Any building set back more than five (5) feet from the street frontage must be set back at least twenty (20) feet. The landscape border requirements are required for any building set back more than five (5) feet or street frontage not occupied by a building.

15. Numbers followed by a plus (+) sign indicate that for every foot of height above thirty-five (35) feet on principal use structures and above twenty (20) feet on accessory structures, an additional one (1) foot of setback is required.

16. Front yard setback may be less than 25 feet, with a minimum of 5 feet, if the building meets the Ground Floor Treatment requirements of 11-4-712(2)(a) and 11-4-712(2)(d). When utilizing the reduced setback, the primary public entrance shall face the street frontage, and at least 50 percent of the street-facing façade shall be located within the reduced setback area.

17. Side Yard (Street) setback may be less than 20 feet, with a minimum of 5 feet, if the building meets the Ground Floor Treatment requirements of 11-4-712(2)(a) and 11-4-712(2)(d). When utilizing the reduced setback, the primary public entrance shall face the street frontage, and at least 50 percent of the street-facing façade shall be located within the reduced setback area.



18. Buildings with a front or street side yard setback of 20 feet or less shall qualify for the exemption from the Street Frontage Landscape Border stated in 11-6-208(1). This exemption applies only to the width of the building frontage along the adjacent property line.



Attachment 2: Planning Commission Staff Report March 3, 2026.

March 3, 2026

TO: Planning Commission Members

FROM: Josh Yost, Community Development Director

RE: **Springville Community Development requests an amendment to Springville Code Title 11 Development Code to adjust commercial site development and landscaping standards.**

Petitioner: Springville City Community Development

Summary of Issues

Springville Community Development requests a text amendment to the Highway Commercial (HC) Zone, modifying the required front and street side setbacks.

Currently, the HC Zone requires the following minimum setbacks:

- Front Yard: 25 feet
- Street Side Yard: 20 feet

The proposed amendment would allow these setbacks to be reduced to a minimum of 5 feet when a building complies with the Ground Floor Treatment standards in Section 11-4-712(2)(a) and 11-4-712(2)(d), the primary public entrance faces the street frontage, and at least 50 percent of the street-facing façade is located within the reduced setback area.

The amendment applies citywide to all properties within the HC Zone.

The purpose of the amendment is to allow buildings to locate closer to the street while ensuring that buildings placed closer to the street meaningfully engage the public realm.

Background

Commercial development along highway corridors has generally followed a suburban development pattern, where buildings are separated from the street by large parking areas and vehicle circulation.

The existing setback requirements in the HC Zone, 25 feet in the front yard and 20 feet on street side yards, require buildings to be pushed away from the street. As a result,

buildings are often oriented toward interior parking areas rather than toward the public street. This development pattern can produce several undesirable conditions:

- Diminished character of the street as public space.
- Limited pedestrian visibility and access
- Weak spatial definition along the street
- Large expanses of parking between buildings and sidewalks
- Reduced potential for corridor evolution toward more walkable environments

Staff believes the current setback requirements reinforce these patterns. The proposed amendment would allow reduced setbacks when buildings incorporate street-oriented design elements, specifically:

- Transparent glazing along the ground floor façade facing the street
- The primary public entrance is oriented toward the street, and
- At least 50 percent of the street-facing façade is located within the reduced setback area.

Some of these standards are borrowed from the Main Street South Gateway Zone, 11-4-712, which uses them to promote active, visually engaging building frontages for a high quality public realm.

Analysis

Allowing Buildings to Engage the Street

Reducing setbacks can improve the long-term potential for commercial corridors to develop with a stronger relationship between buildings and the public street. Buildings located closer to the street can contribute to:

- Improved street enclosure
- Better pedestrian visibility and access
- Stronger storefront presence
- Enhanced community character
- More efficient use of developable land

However, simply allowing buildings to move closer to the street does not necessarily ensure an improved pedestrian environment if the building façade facing the street is blank or lacks entrances. For this reason, the proposed amendment ties the reduced setbacks to compliance with the Ground Floor Treatment requirements.

Ground Floor Treatment Standards

Under the proposed amendment, buildings may reduce the front or street side setback to as little as five (5) feet if they meet the requirements of Section 11-4-712(2) (a) and (d) copied below.

11-4-712

2) Ground Floor Treatment.

a) Ground Floor Treatment Along Main Street and for Commercial Frontages on 400 South.

- i) Design ground floor space for retail or other active uses.
- ii) Orient tenant spaces to the street and maximize storefronts and entries along the sidewalks to sustain street level interest and promote pedestrian traffic.
- iii) Wall openings, such as storefronts, windows, and doors, shall comprise at least sixty percent (60%) of a building's street level facade, measured as a percentage of wall area between the ground plane and the first floor ceiling.
 - (A) Bulkhead walls within storefront bays are counted as wall openings for the purpose of this calculation.
 - (B) Wall openings shall be distributed equally along the length of the facade to avoid expanses of blank wall, except as permitted by subsection (6)(a) of this Section. For example, a one hundred foot (100') facade with sixty feet (60') of continuous windows and forty feet (40') of continuous blank wall is not permitted.
- iv) Fully opening storefront wall systems are permitted.

d) Pedestrian Building Entrances.

- i) Pedestrian building entrances shall:
 - (A) Contain a door providing direct pedestrian access into a building;
 - (B) Directly access an interior and enclosed commercial tenant space, public lobby, or residential unit;
 - (C) Be directly accessible from and directly adjacent to the sidewalk; and
 - (D) Prevent doors from swinging into the public right-of-way or beyond the front facade line of the building when opened; and
 - (E) Be located as follows:

Pedestrian Building Entrance (PBE) Requirements			
	Frontage Type		
	Commercial		Residential
	Main Street	Other Street	
Total PBEs required for each street-facing facade	1 per 35 feet (1 min.)	1 per 50 feet (1 min.)	1 per street-fronting ground floor unit. Only one PBE is required for corner units.
Maximum spacing	55 feet	75 feet	

- ii) Fire exit doors, doors to fire riser rooms, or other mechanical spaces, and doors to exterior courtyards shall not qualify as pedestrian building entrances.

Additionally, the primary public entrance must face the street frontage, and at least 50 percent of the street-facing façade must be located within the reduced setback area. These provisions ensure that buildings placed closer to the street include design elements that support pedestrian activity and visual engagement with the public realm.

Flexibility in Site Design

The amendment does not require buildings to be located at the 5-foot setback. Instead, it offers reduced setbacks when buildings incorporate street-oriented design features. Developers may still choose to maintain the standard setbacks if their site layout or development program makes that configuration more appropriate.

Providing this flexibility can support a wider range of development and redevelopment opportunities in the HC Zone while allowing corridors to gradually evolve into more pedestrian-friendly forms.

Parking and Site Configuration

The existing setback requirements often result in parking being located between the building and the street. Allowing buildings to move closer to the street may encourage alternative site layouts where parking is located:

- Behind buildings
- To the side of buildings
- In interior portions of the site

These configurations generally improve the visual quality of commercial corridors and better support pedestrian activity.

Long-Term Corridor Evolution

This amendment is intended to reduce regulatory barriers that prevent commercial areas from evolving toward more urban, pedestrian-friendly environments. By pairing reduced setbacks with façade transparency and street-facing entrances, the amendment promotes a development pattern that:

- Encourages storefront visibility
- Supports pedestrian access
- Improves the visual character of commercial corridors

At the same time, the amendment maintains flexibility for property owners and developers.

Staff Recommendation

Staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the proposed text amendment to the Highway Commercial Zone allowing reduced front and street side setbacks when buildings meet the Ground Floor

Treatment requirements of Section 11-4-712(2)(a) and (d), the primary public entrance faces the street frontage, and at least 50 percent of the street-facing façade is located within the reduced setback area.

Staff finds the amendment:

- Encourages buildings to engage the public street
- Reduces regulatory barriers to more pedestrian-oriented development patterns
- Supports improved streetscape conditions along commercial corridors
- Maintains flexibility for commercial site design

Recommended Motion

Move that the Planning Commission forward a recommendation of approval to the City Council for the proposed text amendment to the Highway Commercial Zone

Alternate Motions

Move that the Planning Commission forward a recommendation of approval to the City Council for the proposed text amendment to the Highway Commercial Zone with the following modifications:

Move that the Planning Commission continue the item to a future meeting for additional discussion or information.

Move that the Planning Commission recommend denial of the proposed text amendment to the Highway Commercial Zone with the following findings:

Attachments

1. Text of proposed amendment

Attachment 1: Text of Proposed Amendment

11-4-503 Location Requirements.

(1) Buildings and structures on lots within commercial and industrial zones shall be located as follows (all setbacks are measured from the property line):

CONFIGURATIONS	PO	BP	VC	TC	NC	CC	RC	HC	LIM	HIM
Primary Use Minimum Setbacks	In Feet from the Property Line									
Front Yard	25	30	0/5 ¹⁰	0	0/5 25 ¹¹	0/5 25 ¹²	25	25 <u>5^{16,18}</u>	25	25
Side Yard (Interior)	10	5	0	0	0	0	0	0	0	0
Side Yard (Street)	20	20	0	0	0/5 ¹³ 20	0/5 ¹⁴ 20	20	20 <u>5^{17,18}</u>	20	20
Rear Yard	0	10	0	0	0	0	0	0	0	0
Between Bldgs on Same Lot	0	20	0	0	0	0	0	0	0	0
Adjacent to Residential Zones										
Rear ¹⁵	35+	35+	35+	35+	35+	35+	35+	35+	35+	35+
Side	20+	20+	20+	20+	20+	20+	20+	20+	20+	20+
Accessory Frame Structures on Double Frontage Lots							Same setback as all structures for front yard and side yard abutting a street 8' behind the property line on the rear portion of the property abutting a street.			

10. Building setbacks must be located within the first five (5) feet of the property line.
11. Buildings must be built within the first five (5) feet of the property line. Any building set back more than five (5) feet from a street frontage must be set back at least twenty-five (25) feet. The landscape border requirements are required for any building set back more than five (5) feet or street front not occupied by a building.
12. Buildings may be built to the front property line and be set back up to five (5) feet. Any building set back more than five (5) feet from a street frontage must be set back at least twenty-five (25) feet. The landscape border requirements are required for any building set back more than five (5) feet or street front not occupied by a building.
13. Any building set back more than five (5) feet from the street frontage must be set back at least twenty (20) feet. The landscape border requirements are required for any building set back more than five (5) feet or street frontage not occupied by a building.
14. Any building set back more than five (5) feet from the street frontage must be set back at least twenty (20) feet. The landscape border requirements are required for any building set back more than five (5) feet or street frontage not occupied by a building.
15. Numbers followed by a plus (+) sign indicate that for every foot of height above thirty-five (35) feet on principal use structures and above twenty (20) feet on accessory structures, an additional one (1) foot of setback is required.
16. Front yard setback may be less than 25 feet, with a minimum of 5 feet, if the building meets the Ground Floor Treatment requirements of 11-4-712(2)(a) and 11-4-712(2)(d). When utilizing the reduced setback, the primary public entrance shall face the street frontage, and at least 50 percent of the street-facing façade shall be located within the reduced setback area.
17. Side Yard (Street) setback may be less than 20 feet, with a minimum of 5 feet, if the building meets the Ground Floor Treatment requirements of 11-4-712(2)(a) and 11-4-712(2)(d). When utilizing the reduced setback, the primary public entrance shall face the street frontage, and at least 50 percent of the street-facing façade shall be located within the reduced setback area.
18. Buildings with a front or street side yard setback of 20 feet or less shall qualify for the exemption from the Street Frontage Landscape Border stated in 11-6-208(1). This exemption applies only to the width of the building frontage along the adjacent property line.



Attachment 3: Planning Commission minutes from March 10, 2026.

IN ATTENDANCE

Commissioners Present: Genevieve Baker, Brett Nelson, Hunter Huffman,
Peter Pratt, and Tyler Patching

Commissioners Excused: Ann Anderson, Ralph Calder

City Staff: Josh Yost, Community Development Director
Carla Wiese, Planner II
Heather Goins, Executive Assistant

City Council: Jake Smith and Mindi Wright

CALL TO ORDER

Vice Chair Huffman called the meeting to order at 7:00 p.m.

APPROVAL OF THE AGENDA

Commissioner Nelson moved to approve the agenda as written. Commissioner Patching seconded the motion. The vote to approve the agenda was unanimous.

APPROVAL OF THE MINUTES

February 24, 2026

Commissioner Pratt moved to approve the February 24, 2026 meeting minutes.

Commissioner Nelson seconded the motion. The vote to approve the meeting minutes was unanimous.

LEGISLATIVE SESSION:

Springville City requests a repeal of Title 11 Chapter 5 Article 7 Materials Processing and Storage Overlay Regulations.

Carla Wiese, City Planner, presented.

Chair Baker arrived at 7:02 p.m.

The overlay was adopted in December 2019 to regulate an existing materials processing operation that had been operating without clear standards. The overlay has only ever been applied to a single parcel. Staff noted that the proposed repeal is consistent with the 2024 Dry Creek Corridor Plan, which envisions different types of development in the area and does not support materials processing uses.

It was clarified that repealing the overlay would not terminate the existing operation, which would continue as a legal nonconforming use. The operation could continue as it currently exists but would not be allowed to expand under local regulations, though

recent state law may allow expansion onto contiguous properties under certain conditions.

Chair Baker opened the Public Hearing at 7:17 p.m.

Tim Parker

He lives closest to the Western Paving operation. He has stated prior opposition to the overlay, including a petition signed by approximately 60-70 residents. He expressed strong concern about ongoing dust impacts, noting visible plumes and a lack of consistent enforcement. He is opposed to any expansion or additional concrete crushing operations in the area. He asked for clarification on how legal nonconforming status applies, particularly whether the use would continue if ownership changes. He also raised concerns about when the setback reductions went from 1,000 feet to 600 feet from residences. The operation is close enough and impacts his property. He acknowledged recent mitigation efforts but indicated they were previously lacking. He expressed support for the Dry Creek Corridor Plan and its vision for the area.

Phil Hansen

Mr. Hansen is business owner in the area. He expressed concern about the materials processing operations. He noted that prior opposition included health and contamination concerns and questioned whether sufficient research has been conducted on dust and air quality impacts. He raised concerns about potential negative effects on property values and referenced past presentations highlighting impacts from similar operations. Mr. Hansen questioned the consistency of the City's authority, stating that previous discussions indicated local control, while recent comments suggest state law may allow expansion beyond City jurisdiction. He referenced past instances where operations expanded beyond approved areas and were later brought back into compliance. He expressed concern about fairness and potential legal implications if similar uses are allowed for one property but denied for others. He requested that the Commission take additional time to review the full history, applicable state law, and potential health impacts before making a decision.

Commissioner Nelson moved to close the Public Hearing. Commissioner Pratt seconded. The public hearing was closed at 7:27 p.m.

The Planning Commission discussed whether a nonconforming use would continue after a property transfer and confirmed that such uses run with the land, not the owner. The use can only be terminated if abandoned, typically defined as discontinued for over one year, though interpretations vary. Amortization was noted as a rare and complex method to phase out a use. The Commissioners also acknowledged that state law may limit local control, particularly allowing expansion onto contiguous or nearby properties under certain conditions tied to ownership dates.

The discussion continued about whether any air quality or contamination testing had been conducted; staff was unaware of any city-led or state-led off-site monitoring, though prior presentations included general, non-site-specific studies. The Commissioners noted that any future testing or health-related analysis would likely occur if an expansion were proposed and would involve state agencies and legal guidance.

The primary purpose of repealing the overlay zone was clarified as preventing new concrete processing operations from being established elsewhere in the area, rather than restricting the existing operation, which is largely governed by state law. The Commissioners emphasized that the decision should align with the City's General Plan, particularly the 2024 Dry Creek Corridor Plan, which envisions residential, commercial, and mixed-use development incompatible with concrete processing. It was noted that heavy industrial uses are already accommodated in designated HIM-zoned areas elsewhere in the city.

Clarification was also made regarding state law timelines, indicating that expansion onto newly acquired land is limited to property obtained by January 1, 2026. The Commissioners concluded that their role was to determine whether to recommend retaining or repealing the overlay based on consistency with long-term planning goals, rather than addressing the existing operation or potential expansions governed by state law.

Commissioner Nelson moved to recommend the repeal of Title 11, Chapter 5, Article 7, Materials Processing and Storage Overlay regulations. Commissioner Huffman seconded the motion.

Roll Call Vote:

Pratt - aye
Huffman - aye
Nelson - aye
Patching - aye
Baker - aye

The vote to approve the Legislative Session item was unanimous.

7:45 pm

Springville Community Development requests an amendment to the Springville Code Title 11 Development Code to adjust commercial site development and landscaping standards.

Josh Yost, Community Development Director, presented a proposed amendment to the Highway Commercial (HC) zone to allow reduced front and street side setbacks from 25 and 20 feet to 5 feet when specific design criteria are met. This includes ground-floor transparency, a street-facing primary entrance, and at least 50% of the building façade located within the reduced setback area. The intent is to encourage buildings to engage the street, rather than being set back behind parking, while maintaining flexibility and not imposing new requirements.

Staff explained that the five-foot setback still maintains adequate distance from the curb due to existing park strip and sidewalk standards and does not alter other zoning regulations such as building size or height. The amendment is optional and allows property owners to choose these reduced setbacks if desired.

The Commissioners discussed how the change could improve walkability and pedestrian comfort by bringing buildings closer to the street, while still allowing space for

146 features like outdoor seating if buildings are set back further. It was noted that similar
147 pedestrian-oriented environments often result from design features such as bulb-outs
148 and plazas.
149
150 Chair Baker opened the public hearing at 7:57 p.m. Seeing no speakers, Commissioner
151 Huffman moved to close the public hearing. Commissioner Nelson seconded. The vote
152 to close the public hearing was unanimous.
153
154 The Planning Commissioners expressed support for the amendment, citing increased
155 flexibility and alignment with pedestrian-oriented development goals.
156
157 Commissioner Huffman moved to forward recommendation of approval to the City
158 Council for the proposed text amendment to the Highway Commercial zone.
159 Commissioner Pratt seconded. The vote to approve the legislative item was unanimous.
160
161 With nothing further to discuss, Commissioner Nelson moved to adjourn the meeting.
162 Commissioner Huffman seconded the motion. Chair Baker adjourned the meeting at
163 8:00 p.m.

ORDINANCE #__-2026

AN ORDINANCE AMENDING SPRINGVILLE CITY CODE TITLE 11, CHAPTER 4, SECTION 503 COMMERCIAL DEVELOPMENT LOCATION REQUIREMENTS.

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 City 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, corrections are occasionally needed to update codes to ensure useability and clarity for permit applicants; and

WHEREAS, the Planning Commission held a public hearing on March 10, 2026, reviewed the proposed amendments, and has recommended them favorably; and

WHEREAS, the City Council held a properly noticed public meeting on May 5, 2026, to consider amendments to the Springville Code.

Be it ordained by the City Council of Springville, Utah:

SECTION 1: Section 11-4-503, Location Requirements, is hereby amended as follows:

11-4-203 General Fence Requirements.

(1) Buildings and structures on lots within commercial and industrial zones shall be located as follows (all setbacks are measured from the property line):

CONFIGURATIONS	PO	BP	VC	TC	NC	CC	RC	HC	LIM	HIM
Primary Use Minimum Setbacks	In Feet from the Property Line									
Front Yard	25	30	0/5 ¹⁰	0	0/5 25 ¹¹	0/5 25 ¹²	25	25 <u>5^{16,18}</u>	25	25
Side Yard (Interior)	10	5	0	0	0	0	0	0	0	0
Side Yard (Street)	20	20	0	0	0/5 ¹³ 20	0/5 ¹⁴ 20	20	20 <u>5^{17,18}</u>	20	20
Rear Yard	0	10	0	0	0	0	0	0	0	0

CONFIGURATIONS	PO	BP	VC	TC	NC	CC	RC	HC	LIM	HIM
Between Bldgs on Same Lot	0	20	0	0	0	0	0	0	0	0
Adjacent to Residential Zones										
Rear ¹⁵	35+	35+	35+	35+	35+	35+	35+	35+	35+	35+
Side	20+	20+	20+	20+	20+	20+	20+	20+	20+	20+
Accessory Frame Structures on Double Frontage Lots							Same setback as all structures for front yard and side yard abutting a street 8' behind the property line on the rear portion of the property abutting a street.			

10. Building setbacks must be located within the first five (5) feet of the property line.

11. Buildings must be built within the first five (5) feet of the property line. Any building set back more than five (5) feet from a street frontage must be set back at least twenty-five (25) feet. The landscape border requirements are required for any building set back more than five (5) feet or street front not occupied by a building.

12. Buildings may be built to the front property line and be set back up to five (5) feet. Any building set back more than five (5) feet from a street frontage must be set back at least twenty-five (25) feet. The landscape border requirements are required for any building set back more than five (5) feet or street front not occupied by a building.

13. Any building set back more than five (5) feet from the street frontage must be set back at least twenty (20) feet. The landscape border requirements are required for any building set back more than five (5) feet or street frontage not occupied by a building.

14. Any building set back more than five (5) feet from the street frontage must be set back at least twenty (20) feet. The landscape border requirements are required for any building set back more than five (5) feet or street frontage not occupied by a building.

15. Numbers followed by a plus (+) sign indicate that for every foot of height above thirty-five (35) feet on principal use structures and above twenty (20) feet on accessory structures, an additional one (1) foot of setback is required.

16. Front yard setback may be less than 25 feet, with a minimum of 5 feet, if the

building meets the Ground Floor Treatment requirements of 11-4-712(2)(a) and 11-4-712(2)(d). When utilizing the reduced setback, the primary public entrance shall face the street frontage, and at least 50 percent of the street-facing façade shall be located within the reduced setback area.

17. Side Yard (Street) setback may be less than 20 feet, with a minimum of 5 feet, if the building meets the Ground Floor Treatment requirements of 11-4-712(2)(a) and 11-4-712(2)(d). When utilizing the reduced setback, the primary public entrance shall face the street frontage, and at least 50 percent of the street-facing façade shall be located within the reduced setback area.

18. Buildings with a front or street side yard setback of 20 feet or less shall qualify for the exemption from the Street Frontage Landscape Border stated in 11-6-208(1). This exemption applies only to the width of the building frontage along the adjacent property line.

SECTION 2: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 3: 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, this ____ day of ____, 2025.

Matt Packard, Mayor

ATTEST:

Kim Crane, City Recorder