



**WORK/STUDY AGENDA  
SPRINGVILLE CITY COUNCIL MEETING  
APRIL 19, 2016 AT 5:15 P.M.**

City Council Chambers  
110 South Main Street  
Springville, Utah 84663

**AMENDED APRIL 15, 2016 AT 9:10 A.M.**

**MAYOR AND COUNCIL DINNER – 4:45 P.M.**

*The Mayor and Council will meet in the Council Work Room for informal discussion and dinner. No action will be taken on any items.*

**CALL TO ORDER- 5:15 P.M.**

**COUNCIL BUSINESS**

1. Calendar

- April 20 – Springville Museum of Art Spring Salon Opening 7:00 p.m.
- April 22-23 – City Wide Spring Clean Up Days
- April 27 – Budget Retreat 1:00 p.m.
- April 27 – Stonehenge Rehabilitation Center Ribbon Cutting 3:00 p.m...
- April 29 – Arbor Day
- May 03 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- May 08 – Mother’s Day
- May 10 – Work/Study Meeting 5:15 p.m.
- May 21 – Bike with the Mayor

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

- a) Invocation – Councilmember Child
- b) Pledge of Allegiance – Councilmember Creer
- c) Consent Agenda
  4. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
  5. Approval of the minutes for March 08, 2016 Work/Study meeting
  6. Approval of the appointments of Nadine Eastwood, Polly Dunn and Susan Bartholomew to the Springville Arts Commission
  7. Approval of a permanent sewer easement with Suburban Land Reserve Inc. for Smith’s Marketplace development – John Penrod, Assistant City Administrator/City Attorney

**CERTIFICATE OF POSTING**

The undersigned duly appointed City Recorder of Springville City, does hereby certify that the above notice and agenda was posted within the Springville City limits on April 15, 2016 at Springville City Hall, on the City Hall Notice Board, on the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes) on the Utah Public Notice Website at <http://www.utah.gov/prmn/index.html> and provided to at least one newspaper of general circulation within the geographic jurisdiction of the public body  
/s/ Kim Rayburn, City Recorder

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE

8. Approval of Still Haven Development seeking a recommendation for Final Approval for the Hazel Meadow Subdivision located at approximately 1965 East 1000 South in the R1-10 Single-Family Residential Zone – Fred Aegerter, Community Development Director

**3. DISCUSSIONS/PRESENTATIONS**

- a) Information Services Infrastructure and Back-Up Procedures – John Gleave, Information Services Manager
- b) Police Department Presentation – Scott Finlayson, Public Safety Director
- c) Golf Course Clubhouse – Bruce Riddle, Assistant City Administrator/Finance Director
- d) Discussion of Community Development Plan Areas – John Penrod, Assistant City Administrator/City Attorney

**4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

**5. CLOSED SESSION**

*The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

**ADJOURNMENT**

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**REGULAR AGENDA  
SPRINGVILLE CITY COUNCIL MEETING  
APRIL 19, 2016 AT 7:00 P.M.**

City Council Chambers  
110 South Main Street  
Springville, Utah 84663

**AMENDED APRIL 18, 2016 AT 1:30 P.M.**

**CALL TO ORDER**

**INVOCATION AND PLEDGE  
APPROVAL OF THE MEETING'S AGENDA  
MAYOR'S COMMENTS**

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

**CEREMONIAL AGENDA**

1. Arbor Day Proclamation – Springville City recognized as a Tree City USA since 1979
2. Recognition of Lisa Willey for her service to the Parks Board and Craig Huff and Joyce Nolte for their service to the Planning Commission
3. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator

**CONSENT AGENDA\***

4. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
5. Approval of the minutes for March 08, 2016 Work/Study meeting
6. Approval of the appointments of Nadine Eastwood, Polly Dunn and Susan Bartholomew to the Springville Arts Commission
7. Approval of a permanent sewer easement with Suburban Land Reserve Inc. for Smith's Marketplace development – John Penrod, Assistant City Administrator/City Attorney
8. Approval of Still Haven Development seeking a recommendation for Final Approval for the Hazel Meadow Subdivision located at approximately 1965 East 1000 South in the R1-10 Single-Family Residential Zone – Fred Aegerter, Community Development Director

**REGULAR AGENDA**

9. Consideration of Final Approval of the Meadow Walk Subdivision located at approximately 850 South 950 West in the R1-10 Single-Family Residential and WF-1 Westfield's Overlay Zones – Fred Aegerter, Community Development Director
10. **Consideration of an Ordinance amending Title 7, Chapter 6, Article 3 of Springville City Code pertaining to Mobile Food Businesses – John Penrod, Assistant City Administrator/City Attorney**

This meeting was noticed in compliance with Utah Code 52-4-202 on April 15, 2016. Agendas and minutes are accessible through the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes). Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website. s/s - Kim Rayburn, City Recorder

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

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

## **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

### **CLOSED SESSION**

11. *The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

### **ADJOURNMENT**

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- Whereas,* in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and
- Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal,

*Now, Therefore, I, Wilford W. Clyde, Mayor of the City of Springville, do hereby proclaim April 29, 2016 as*

# Arbor Day

In the City of Springville, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

*Dated* this 19<sup>th</sup> day of April, 2016

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD  
ON TUESDAY, MARCH 08, 2016, AT 5:15 P.M. IN THE MULTIPURPOSE ROOM AT THE CIVIC  
CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Mayor Pro Tem Child presided. In addition to Mayor Pro Tem Child, the following were present:  
Councilmember Craig Conover, Councilmember Jason Miller, Councilmember Chris Sorensen,  
City Administrator Troy Fitzgerald, Assistant City Administrator/Finance Director Bruce Riddle,  
Assistant City Administrator/City Attorney John Penrod, City Recorder Kim Rayburn and Deputy City  
Recorder Jennifer Grigg. Also present were: Community Development Director Fred Aegerter, Public  
Works Director Brad Stapley, Library Director Pam Vaughn, Museum of Art Director Dr. Rita  
Wright, Police Lieutenant Dave Caron, Parks Supervisor Dave Vinson, Power Generation Supervisor  
Brandon Graham Storm, Sewer and Waste Water Superintendent Juan Garrido.

COUNCILMEMBER CONOVER NOMINATED COUNCILMEMBER CHILD AS MAYOR  
PRO TEM. COUNCILMEMBER SORENSEN SECONDED THE MOTION, AND ALL VOTED  
AYE.

**CALL TO ORDER**

Mayor Pro Tem Child called the meeting to order at 5:16 P.M.

**COUNCIL BUSINESS**

1) Calendar

- March 13 – Daylight Savings (spring forward one hour)
- March 15 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- March 27 – Easter Sunday
- April 05 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- April 6-8 – Annual ULCT Mid-Year Conference, St. George
- April 12 – Work/Study Meeting 5:15 p.m.

2) DISCUSSION/PRESENTATIONS

**a) Green Waste and Composting – Juan Garrido, Storm, Sewer and Waste Water  
Superintendent**

Superintendent Garrido reported the policy remains the same at the Yard Waste Recycling  
Center; accepting yard waste from Springville residents only—no commercial dumping, no out of town  
dumping and no garbage. A sign on the gate has stated the policy for years, but there is no weekday staff  
on hand to enforce the policy. South Utah Valley Solid Waste District, (SUVSWD) closed the Spanish  
Fork yard waste facility and Provo Yard Waste services are charging fees. It is possible this will greatly  
increase the quantity of yard waste coming to Springville. Yard Waste Staff kept a log on Saturday and  
turned away out of town waste as well as construction garbage and junk, which is not grindable. The

40 cost of two part-time employees (PTEs), supervising the gate and checking residency, could offset the  
42 increased cost associated with increased yard waste and non-compostable dumping. The Yard Waste  
44 budget does not currently cover the cost of gate supervision. To improve customer service and improve  
46 traffic flow, he suggested adding the two PTEs, a new gate, 50,000 sq. ft. of asphalt and one-way control  
48 spikes preventing entrance through the new exit gate. Current composting operation costs come out of  
50 the Sewer and Waste Water Department budget including a rooftop fee to the SUVSWD. With  
restricting yard waste dumping to Springville residents only, the green waste volume should decrease  
the grinding times to every 6-7 weeks instead of every 4-5 weeks, reducing grinder rental fees.  
SUVSWD closed the Spanish Fork facility. Lower grinding fees and transfer station fees should offset  
the cost of two PTEs, who check for Springville residency. Councilman Conover noted Kirk Seethaler is  
a great employee. Superintendent Garrido agreed; He stated, Kirk works four 10-hour shifts for the  
Wastewater Department and supervises the Yard Waste facility on Saturday.

52 Superintendent Garrido recommends refusing commercial loads to reduce grinding costs. He also  
believes the compost will sellout at full price without the need of a discount in the fall.

54 Administrator Fitzgerald explained the composting process receives the maximum amount of  
yard waste possible to create compost from the current amount of sludge produced at the Wastewater  
56 facility. The Transfer Station charges the City per ton for the extra yard waste. Superintendent Garrido  
added the time and temperature requirements for the process of compost are set to kill the bacteria, so  
58 the compost cannot be created any quicker than it already is.

Councilman Sorensen added the Council decided to continue providing a yard waste facility, but  
60 because others cities are closing theirs; residents from those cities will come to Springville, costing our  
taxpayers money. The City needs to charge a fee for out of towners and commercial dumping of yard  
62 waste.

Director Stapley requested direction from Council concerning an out of town fee schedule.

64 Councilman Conover expressed concern for youth lawn mowing services. Superintendent  
Garrido noted anyone driving a private vehicle is considered a resident, not a business. Residents can  
66 show their driver's license. Superintendent Garrido reported that after a clear explanation of the new  
enforcement of this existing policy, and emphasizing that only Springville residents are paying for this  
68 service with their taxes, most Springville residents understand the need to show proof of residency.

Administrator Fitzgerald clarified the new staff manning the gate are needed soon and will cover  
70 the busiest time of year while the proposal will continue during the budgeting process.

Superintendent Garrido expects savings in the future.

72 Council discussed revenue from fees and the possibility of charging residents to mitigate some of  
the expense of composting, which is an expensive service offered by the City.

74 Councilman Miller asked for the cost to process a ton of yard waste. Administrator Fitzgerald  
stated the price of creating compost is \$25 per cubic yard. Councilman Miller clarified the compost  
76 created is class A compost. Staff and Council are concerned about a line forming at the gate and illegal  
yard waste dumping. Councilman Miller asked for a proposal for charging Springville residents.

78 Administrator Fitzgerald noted an alternative is a green waste can at the home with a similar  
charge as our recycling can. He added residents are already paying for yard waste services through their  
80 utility bill. Councilman Sorensen suggested a possible yard waste pass/punch card similar to the golf  
pass. Superintendent Garrido suggested an alternative of a \$2 increase on the utility bill.

82 Director Stapley reminded that in the next few weeks the Public Works Department sponsors  
83 dumpsters in seven parks, which cost his department about \$8000. In addition, the April newsletter  
84 contains a coupon for a free load to the transfer station.

85 **b) Conservation Easement in Community Park – John Penrod, Assistant City**  
86 **Administrator/City Attorney**

87 Assistant Administrator Penrod welcomed Chris Ellison and Mike Mills from the Central Utah  
88 Water Conservation District (CUWCD), who would like to prepare for a property transaction in June.  
89 The Federal Government would exchange 4.07 acres through a Quit Claim Deed with warrant to  
90 Springville City with final conservation easement in perpetuity for 7.23 acres of easement with no  
91 compensation and no warrant from the Federal Government. Construction needs access during berm  
92 construction at the approximate crossing of 1200 West. One concern is power lines might impede  
93 construction of 1200 West in the future.

94 Councilman Sorensen questioned recreational use of the easement. Mayor Pro Tem Child asked  
95 who builds the berms and plants trees. Assistant Administrator Penrod answered the federal government  
96 builds the berms and plants the trees, but the City paves the trail. In easements, the trails cannot be  
97 paved.

98 Director Stapley pointed out that the berm does not change flood insurance rates as defined by  
99 Federal Emergency Management Agency (FEMA). Administrator Fitzgerald noted the berm will create  
100 a wider channel, which reduces flood potential, but FEMA will not reduce the flood zone or adjust the  
101 flood plain maps with the addition of the berm.

102 Councilman Sorensen asked if the City anticipated levies built by the Federal Government.  
103 Assistant Administrator Penrod answered no. The City asked for levies, but the Federal Government  
104 decided on berms.

105 Councilman Conover asked if the improvements cut down on the amount of playing fields. Mr.  
106 Ellison confirmed the berms mitigate the wetlands; there will be improvement to the playing fields.  
107 Assistant Administrator Penrod stated a water feature will not be necessary.

108 Councilman Sorensen asked about the requirements to put in a road and bridge, noted an  
109 improvement from the last presentation, and asked if the road will cross the Federal Government right of  
110 way. Assistant Administrator Penrod stated there is a gap in the easement where the road crosses on  
111 Springville property. Administrator Fitzgerald noted the road could be built west of the power lines.  
112 Utilities typically build through street easements, which the City owns. Mayor Pro Tem Child agrees to  
113 push the road west. Chris Ellison confirmed that the Federal Government agrees that the City can build  
114 the road through the berm. Councilman Sorensen noted the Army Corp will need to approve crossing the  
115 water.

116 Assistant Administrator Penrod stated no construction is allowed in the easement area. He noted  
117 restrictions in the conservation area including, dirt trails without pavement, City ownership of water  
118 resources and public utilities need federal government approval. Assistant Administrator Penrod  
119 continued listing restrictions including no billboards, dumping or buildings. The City will care for areas  
120 with pruning and trash removal. No cattle, storage, junk, grass or fencing allowed. Mayor Pro Tem  
121 Child noted the Federal Government will maintain the channel, including muskrat damage. The Federal  
122 Government requires indemnification, but refuses the same to the City. The indemnification language of  
123 the document is being negotiated which so far includes only negligence of City employees, not third  
124 party activities. Mr. Ellison and Mr. Neil continue participating in the process.

Assistant Administrator Penrod concluded the City gains 7.2 acres of conservation easement for citizens to enjoy, without buildings or playing fields.

Mayor Pro Tem Child asked about impact on future playing fields. Councilman Conover stated the berms will mitigate wetlands, which gives the City more space for sports fields.

Administrator Fitzgerald noted plans for the property west of the road with four new soccer fields, a maintenance area and a pond will change, but may not impact open space. Councilman Conover said the County Commission will be happy with this plan.

**c) Lakeside Community Plan – Fred Aegerter, Community Development**

On March 3, 2016, the City sent 600 invitations to citizens in the Lakeside Community area for an open house to discuss the Lakeside Community Plan. Only 16 people attended. Councilman Conover attended and talked with a resident about solar power and the grid. Some of the comments received included; the Five Star Development needs a sidewalk completed, concern for the effect on businesses on the frontage road, a park is needed, exclusion of industrial development, a trail system and a traffic light in front of Love's and development to hide the Transfer Station. One resident of Five Star submitted a five-page letter.

The Planning Commission will consider this plan in the meeting tonight. There is a separate strategy concerning the Waste Transfer sight. If it stays, there needs to be a conditional use permit because the South Utah Valley Solid Waste District (SUVSWD) failed to fulfill some of the use conditions agreed to when the Transfer Station was built. The presentation of the final plan for approval to the Planning Commission is on March 22, 2016, with presentation to the Council on April 5, 2016. This proposal was completed in record time, probably because there are not many current residents in the Lakeside Community. Commercial/Industrial/mixed use zoning continues with west annexation. Multi family will be similar to the Duck Creek Community with 12-plexes allowed as a density bonus. The flood plan remains agricultural. The developer indicated there would be some tweaks requested. The quick turnaround is to accommodate the developer.

Mayor Pro Tem Child stated the plan is good because it is not a hodgepodge.

**3) MAYOR, COUNCIL, ADMINISTRATIVE REPORTS**

**d) Discussion with Department Directors**

Superintendent Graham commented on the power outage on Sunday, which caused a wreck on 400 South at Main Street. Some Mylar balloons landed on top of the 46kv breaker right in front of the T-1 transformer causing the differential relay to break, which shut down two substations.

Lieutenant Dave Caron complimented the Power Department on how long it has been between power outages. The accident at 400 South did not result in a serious injury. Councilman Conover noted the positive comments about Springville Power online.

Director Stapley reported that the Union Pacific Railroad will meet here on March 22, 2016 to look at railroad projects including the Tintic Industrial Lead Realignment Project and the Provo Sub-Track Consolidation. The Bus Rapid Transit (BRT) and the Utah Transit Authority (UTA) will also attend the meeting. They are asking Spanish Fork and Springville for idea consolidation with concept reports due to Mountainland Association of Governments (MAG) on March 24, 2016. Administrator Fitzgerald stated the meeting is at noon with lunch served. MAG, legislators and Council are also invited.

Director Stapley reported Utah Department of Transportation has assigned a project manager to the traffic light at Love's. UDOT projects have their own issues and take more time.

170 Director Vaughn noted children's programming, including a new coding class keep all computers and the parking lot full.

172 Administrator Fitzgerald stated he and Assistant Administrator Riddle are in budgeting meetings for the next four weeks. The Aquatic Center Build Committee and the Parks and Recreation Board have signed off on the proposal so construction documents are beginning and the contractor is starting the first estimate. As a side note, both the architect and the contractor are nervous about our budget. The market is moving upward beyond the cost estimated in the plan. Assistant Administrator Penrod stated building the Provo Recreation/Aquatic Center cost \$2.15 sq. ft. The current plan includes an estimate of \$2.45 sq. ft. Councilman Sorensen noted bidding in August is the worst possible time. Administrator Fitzgerald stated we want to close the gap and maintain the current program, which has ballooned from 60,000 sq. ft. to 63,000 sq. ft., which is \$750,000 over the original cost estimate. If the square foot costs jump to \$2.60, the program is \$1,500,000 over the original estimate. He hopes the plan will have tweaks not wholesale changes to meet the cost estimate.

182 Councilman Sorensen confirmed hotel plans have been submitted in the I-15 Corridor. Administrator Fitzgerald noted interest in the Villa. Smith's is selling some property.

184 Director Wright reported the High School Art Show is popular with many buses parking on 400 South. The power outage on Sunday caused problems including phones being down. It brought to light the need to update the Museum emergency plan with the Fire Chief.

188 Administrator Fitzgerald is planning a debriefing on the power outage issues that include lift station, museum, library, computer systems. There was an accident on 400 South when the traffic lights failed. The fire station emergency backup generator failed as well.

190 Assistant Administrator Riddle stated the Aquatic Bond was purchased by Fidelity Capital Investments and is offering the bond for sale in \$10,000 increments on its website. The rate was 2.62%, which is less than the predicted rate, which drops the average cost per household.

192 **e) Commission, Board, and Committee Minutes**

- 194 i. Aquatic Center Design Ad Hoc Committee minutes for January 21, 2016; February 04, 2016 and February 18, 2016
- 196 ii. Emergency Preparedness Committee minutes for January 21, 2016
- 198 iii. Parks and Recreation Board minutes for January 28, 2016
- iv. Springville Arts Commission minutes for February 09, 2016
- v. Water Board minutes for February 09, 2016

200 **CLOSED SESSION**

202 *The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

204 There was no Closed Session.

206 **ADJOURNMENT**

208 COUNCILMEMBER SORENSEN MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:30 P.M. COUNCILMEMBER CONOVER SECONDED THE MOTION, ALL VOTED AYE.

212

214            *This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday,  
March 08, 2016.*

216            *I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting Deputy City Recorder for  
Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate,  
218 and complete record of this meeting held on Tuesday, March 08, 2016.*

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Jennifer Grigg  
Deputy City Recorder



## STAFF REPORT

**DATE:** April 13, 2016

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING A SEWER EASEMENT AGREEMENT WITH SUBURBAN RESERVE, INC.**

### RECOMMENDED ACTION

Motion to Approve the execution of a Permanent Sewer Easement Agreement between Springville City and Suburban Land Reserve, Inc. for the installation of a sewer line to service the Smith's Marketplace development.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life.

### BACKGROUND

As part of the Smith's Marketplace development, a sewer line has been or will shortly be installed from the south boundary of the Smith's Marketplace development to 700 South in a location that will become 1200 West in the future. Suburban Land Reserve, Inc. has provided Smith's with a temporary construction easement to install the sewer line. After the sewer line is installed the City needs a permanent easement to maintain the sewer line.

Easement. The proposed easement agreement the following:

1. Easement. The agreement grants the City a perpetual easement for constructing, operating, maintaining, repairing, restoring, altering and protecting the sewer pipeline and related infrastructure.
2. Cost. The City will receive the easement free of charge. The sewer line will help the Grantor with developing portions of its remaining property.
3. Grantors' Use of Easements. The grantors reserve the right to use the easement for any use not inconsistent with the City's permitted use of installing and maintaining the sewer and storm drain infrastructure. The grantors may relocate the infrastructure and easements at the grantors' cost and expense.

### CITY COUNCIL AGENDA

4. Grantors' Rights to Connect. The grantors shall have the right to connect to the sewer line for future development. The agreements do not limit the City's ability to collect impact fees for the connection.
5. Restoration. The City is required to restore the easement areas to a condition that is clean, free of debris and hazards that may be caused by the installation of the infrastructure. The City is required to keep the infrastructure in good repair and to perform proper maintenance.
6. Condition of Easement Area. The City is accepting the easement area in an "as is," "where is" condition without warranties and "with all faults."
7. Insurance. The City is required to obtain liability insurance for damages caused by the infrastructure line and to obtain workers' compensation and automobile insurance policies.
8. Indemnification. The City is required to indemnify, release, defend and hold harmless the Grantor for any damages caused by the infrastructure, during the construction and post-construction time periods. Eventually the infrastructure will be located within future roads. With the infrastructure located underground within the location of future roads, the risk of future damages should be minimal.

## **FISCAL IMPACT**

The City will not incur any costs for the easement. The City could be responsible for future damages caused by the infrastructure should something happen after the City approves and accepts the sewer infrastructure.

Attachments: Proposed Agreement

When Recorded, Mail To:  
City of Springville, Utah  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With A Copy To:  
Suburban Land Reserve, Inc.  
Attn.: Jace L. McQuivey  
79 S. Main St., Ste. 500  
Salt Lake City, Utah 84111

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(space above for Recorder's use only)

## PERMANENT SEWER EASEMENT AGREEMENT

This PERMANENT SEWER EASEMENT AGREEMENT (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, (the "**Effective Date**") by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation, ("**Grantor**"), and **SPRINGVILLE CITY**, a Utah municipal corporation ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**."

### RECITALS

A. Grantor is the owner of certain real property located in Utah County, Utah ("**Grantor's Property**") more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee desires a perpetual, non-exclusive sewer easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit B and depicted on Exhibit C, attached hereto and incorporated herein by this reference (the "**Easement Area**"), for the purposes set forth in this Agreement.

C. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grant, agreements, and covenants:

1. **Grant of Easement**. Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive easement (the "**Easement**") on, over, across, under and through the Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, and maintaining an underground sewer line and related facilities (the "**Improvements**").

**2. Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, and shall enter upon the Easement Area at its sole risk and hazard. Grantee and its successors and assigns, hereby release, waive and forever discharge Grantor from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's invitees, guests, agents, servants, employees, consultants, contractors, and subcontractors ("**Grantee's Agents**").

Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the easement granted herein is made without warranty whatsoever and subject to: (i) any state of facts which an accurate ALTA survey (with all Table A items) and/or physical inspection of the Easement Area might show, (ii) all land use and zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

Grantee shall not disturb or interfere with any existing utility service or the rights of the beneficiaries of any existing easements and shall comply with any applicable terms and conditions in any such easements or of any such utility service providers. If Grantor interferes with any irrigation system serving Grantor's Property, Grantee shall cause Grantor's Property to be properly irrigated until such time as the irrigation system is properly restored.

**3. Use of Easement Area.**

3.1. Use of Easement Area. Grantee may use the Easement Area solely for the purposes stated in Section 1. Grantee will use diligent and good faith efforts to complete the Improvements on the Easement Area as soon as possible after initiation of work thereon.

3.2. Conditions and Restrictions on Use; Access. Grantee shall take all necessary actions and precautions to prevent any loss, damage, harm, or injury to any person or property on the Easement Area. Grantee may not change the grade of the Easement Area, except to the extent necessary to install the Improvements so long as the grade of the Easement Area is restored to its original grade. Grantee shall design and construct the Improvements in a professional manner by licensed professional engineers and contractors, using good workmanship, and in accordance with all applicable laws and industry standards. Grantee shall use reasonable efforts to prevent and minimize the discharge of dust, dirt and debris from the Easement Area. If any dirt, dust or mud is discharged onto any adjacent streets, roads or highways, Grantee shall cause such dirt, dust or mud to be promptly removed.

Grantee shall not perform any construction, maintenance or other work on the Easement Area on Sundays, except in the case of an emergency. Notwithstanding the above, Grantee will address any complaints by neighboring property owners and promptly respond to any such complaints directly to the property owner. Grantee shall not use, generate, store, place or maintain any fuel, petroleum, or any hazardous materials on the Easement Area.

3.3. Non-Permitted Uses. The Parties hereby acknowledge and agree that the easement granted to Grantee to use the Easement Area is solely limited to the purposes of the terms of Section 3.1 above, and thus, does not include any of the following rights or activities, and the Parties hereby agree that the following uses and activities are prohibited on the Easement Area: (i) any waste or damage to the Easement Area; (ii) any public or private nuisance, including, but not limited to, any use that creates objectionable noises, odors, dust, smoke, gases, light, vibration or disturbances or increases the risk of fire, explosion or radioactive hazards on the Easement Area; (iii) any action that defaces, damages or harms the Easement Area, except to the extent such action is expressly authorized herein; and (iv) connecting any lights, apparatus, trailers, machinery or other equipment servicing the Easement Area and the structures thereon to any utility service provided to the Easement Area or Grantor's adjacent property.

3.4. Reservation by Grantor. Other than the rights granted to Grantee pertaining to the Easement Area, neither Grantee nor anyone claiming by, through, or under Grantee has any rights, title or interest in any other portion of Grantor's Property. It is understood and agreed that the Easement granted hereby is non-exclusive and Grantor, and its successors and assigns, reserve and retain the right to use the Easement Area in any manner whatsoever not inconsistent with Grantee's permitted use, including, but not limited to, the right (i) for pedestrian and vehicular ingress and egress between Grantor's Property and the Easement Area; (ii) for the placement and maintenance of landscaping, trees, shrubs, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes, and related appurtenances, fences, asphalt roadways, parking lots and driveways, and other site improvements; (iii) to grant other non-exclusive easements, licenses and rights within or on the Easement Area to third parties; and (iv) to require the relocation of the Improvements at any time (or from time to time) at Grantor's cost and expense. If any of the Improvements are relocated as provided for in the previous sentence, then this Agreement shall be amended in order to terminate the Easement in its previous location and to grant the easement in the new location. Notwithstanding the foregoing, if the roots of any trees, shrubs or landscaping interferes with any utility line, Grantee may remove such trees, shrubs or landscaping.

3.5 Connectivity to stub-outs. Grantee hereby agrees to grant access and use rights to and for the benefit of the remaining portions of Grantor's Property and Grantor and its successors and assigns, for connectivity to utility stub-outs and other related improvements. The Parties agree to reasonably cooperate with each other in order to grant permits and approvals, and take all other commercially reasonable actions necessary to carry out the intent hereof. Grantor, in its sole and absolute discretion, reserves the right to determine the location of the stub outs and other connectivity improvements to the Improvements provided that the stub-outs meet city standards and specifications.

**4. Construction of the Improvements.** Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances,

both present and future, and, without exception, Grantee hereby agrees to conduct any and all such work on days other than Sunday. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

5. **Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the Improvements and Easement Area in good order and condition. Grantee shall promptly repair any damage to Grantor's Property and any of Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore in a workmanlike manner Grantor's Property and the improvements to the same or better condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to, leaving the Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by the Grantee's activities, and subject to neither environmental hazards nor liens caused by the Grantee's activities. In the event Grantee needs to perform any maintenance, repair, or restoration work on the Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Area and (ii) except in the case of an emergency, perform such work on days other than Sunday.

6. **Termination.** This Agreement will be automatically terminated upon the earlier to occur of the following: (i) Grantee decides that it will no longer use the Easement Area and gives Grantor written notice thereof, or (ii) Grantee does not actually use the Easement Area for a consecutive period of twenty-four (24) months. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, and Grantee appoints Grantor its attorney-in-fact, such power being coupled with an interest for such purposes.

7. **Indemnification and Release.** The parties hereby acknowledge and agree that Grantee is a governmental entity under the Utah Governmental Immunity Act, Utah Code Ann., §63G-7-101, et seq. ("UGIA"). Nothing in this Agreement, including without limitation any indemnity obligations, shall be construed as a waiver of any rights, immunities, or defenses otherwise applicable under the UGIA, including the provisions of Utah Code Ann., §63G-7-604 regarding limitation of judgments; provided, however, if any provision of the Governmental Immunity Act conflicts with any provision in this Agreement, the terms and conditions of this Agreement shall control. Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any negligent use of the Easement Area and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily

injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area and/or adjacent areas caused by any negligent act of Grantee or Grantee's Agents, (iv) any violation by Grantee of any law or regulation now or hereafter enacted, (v) any loss resulting from the negligent failure of Grantee to maintain the Easement Area in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Area and/or adjacent areas, (iv) any breach by Grantee of its obligations under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is caused by the negligence or misconduct of the Indemnitees. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement, as long as the acts or conduct from which the Claim arises occurs prior to the expiration or termination of this Agreement.

## **8. Insurance.**

8.1. Grantee's Insurance. Grantee will cause its contractors to obtain the following insurance and provide evidence thereof as described below prior to commencement of activities on or relative to the Easement Area: (i) Workers Compensation Insurance satisfying any statutory limits; and (ii) commercial general liability insurance providing coverage on an occurrence basis with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence for bodily injury and property damage combined, and Two Million Dollars (\$2,000,000.00) annual general aggregate. Grantee's liability insurance policy or policies shall include broad form contractual liability coverage.

8.2. Evidence of Insurance. Before commencement of any work on the Easement Area or entry upon Grantor's Property, Grantee will provide evidence of insurance to Grantor by delivering to Grantor a Certificate of Insurance, on ACORD 25-S (1/95) Form or equivalent listing Grantor as a Certificate Holder and containing a cancellation clause of the certificate amended to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days prior written notice to the certificate holder names to the left." Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

9. Use of Easement Area by Grantor. Grantor reserves the right to use the Easement Area for an alternative use and to convey the Easement Area to an entity controlling, controlled by or under common control with Grantor. Grantor also reserves the right to sell, transfer or convey the Easement Area and other portions of Grantor's Property to other entities.

10. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.

11. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal

delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Grantor or Grantee at the following addresses (or at such other address as Grantor or Grantee or the person receiving copies may designate in writing given in accordance with this Section):

GRANTOR: Suburban Land Reserve, Inc.  
Attn.: Jace L. McQuivey  
79 S. Main St., Ste. 500  
Salt Lake City, Utah 84111  
Phone: (801) 321-8753  
Email: [mcquiveyj@slreserve.com](mailto:mcquiveyj@slreserve.com)

WITH A  
COPY TO: Kirton McConkie  
Attn.: Jessica Rancie  
50 East South Temple Street, Suite 400  
Salt Lake City, Utah 84111  
Phone: (801) 323-5967  
Email: [jrancie@kmclaw.com](mailto:jrancie@kmclaw.com)

GRANTEE: Springville City  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**12. No Public Use/Dedication.** Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

**13. Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent

jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Grantor. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

*[Signatures and notarizations to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTOR:

SUBURBAN LAND RESERVE, INC., <sup>SL</sup>  
a Utah corporation

By: R. Steven Romney

Name (Print): R. STEVEN ROMNEY

Its: President

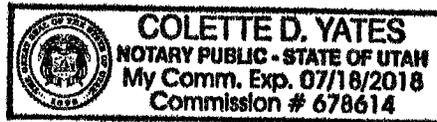
STATE OF UTAH )  
 ) :ss  
COUNTY OF SALT LAKE )

On this 9<sup>th</sup> day of February, 2016, R. Steven Romney personally  
appeared before me, personally known to me to be the President  
of **SUBURBAN LAND RESERVE, INC.**, a Utah nonprofit corporation, who acknowledged  
before me that he signed the foregoing instrument as President for **SUBURBAN**  
**LAND RESERVE, INC.**, a Utah corporation.

WITNESS my hand and official seal.

Colette D. Yates  
Notary Public for the  
State of Utah

[Signature and notarization to follow]



## EXHIBIT A

[Legal Description of the Grantor's Property]

Real property located in Utah County, State of Utah, and more particularly described as follows:

A parcel of land located in the Southeast Quarter of Section 31, Township 7 South, the Southwest Quarter of Section 32, Township 7 South, and the Northwest Quarter of Section 5, Township 8 South, all in Range 3 East Salt Lake Base and Meridian, Utah County, Utah described as follows:

Beginning at a point on the Westerly extension of an existing fence as described in Boundary Line agreement dated April 29, 1999 and recorded in Book 5074 at Page 712 of the Utah County Records, said point being North  $0^{\circ}13'38''$  West 116.38 feet along the Section Line and North  $89^{\circ}56'44''$  West 331.02 feet from the Southeast Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; and running thence along said fence South  $89^{\circ}56'44''$  East 1261.72 feet; thence along said fence South  $00^{\circ}43'00''$  East 672.86 feet to an existing fence as described in another Boundary Line Agreement dated December 30, 1991 and recorded in Book 2871 at Page 288 of said records, thence along said fence North  $89^{\circ}50'32''$  East 499.97 feet; thence along said fence South  $13^{\circ}41'15''$  East 7.71 feet; thence along said fence North  $88^{\circ}50'39''$  East 46.90 feet to the West Line of 700 West Street as dedicated; thence North  $0^{\circ}00'17''$  East 48.35 feet along said West Line to the North Line of future 700 South Street as it is to exist at 29.50 foot half-width; thence South  $89^{\circ}59'43''$  East 227.39 feet along said North Line; thence North  $0^{\circ}00'17''$  East 250.00 feet; thence North  $89^{\circ}59'43''$  West 415.81 feet; thence North  $0^{\circ}00'17''$  East 191.00 feet; thence North  $89^{\circ}59'43''$  West 254.00 feet to the Westerly Line of future 1200 West Street as it is to exist at 33.00 foot half-width; thence along the Westerly Line of future 1200 West Street the following five courses: North  $0^{\circ}00'17''$  East 127.86 feet to a point of curvature; Northwesterly along the arc of a 917.00 foot radius curve to the left a distance of 195.85 feet (Central Angle equals  $12^{\circ}14'13''$  and Long Chord bears North  $6^{\circ}06'49''$  West 195.48 feet) to a point of reverse curvature; Northwesterly along the arc of a 983.00 foot radius curve to the right a distance of 222.60 feet (Central Angle equals  $12^{\circ}58'29''$  and Long Chord bears North  $5^{\circ}44'41''$  West 222.13 feet); North  $0^{\circ}03'11''$  East 249.16 feet; and Northwesterly along the arc of a 28.00 foot radius curve to the left a distance of 14.23 feet (Center bears North  $89^{\circ}15'26''$  West, Central Angle equals  $29^{\circ}07'16''$  and Long Chord bears North  $13^{\circ}49'04''$  West 14.08 feet) to a point on the Southerly Line of 400 South Street as it exists at 60.0 foot half-width; thence along said Southerly Line the following two courses: Westerly along the arc of a 22,858.31 foot radius curve to the left a distance of 118.44 feet (Center bears South  $0^{\circ}37'44''$  West, Central Angle equals  $0^{\circ}17'49''$  and Long Chord bears North  $89^{\circ}31'11''$  West 118.44 feet); and North  $89^{\circ}40'05''$  West 1214.12 feet; thence South  $0^{\circ}12'33''$  East 624.32 feet to the point of beginning.

***Ck by JJB 18 June 2015***

**Contains 1,144,121 sq. ft.  
or 26.265 acres**

**EXHIBIT B**

[Legal Description of the Easement Area]

Real property located in Utah County, State of Utah, and more particularly described as follows:

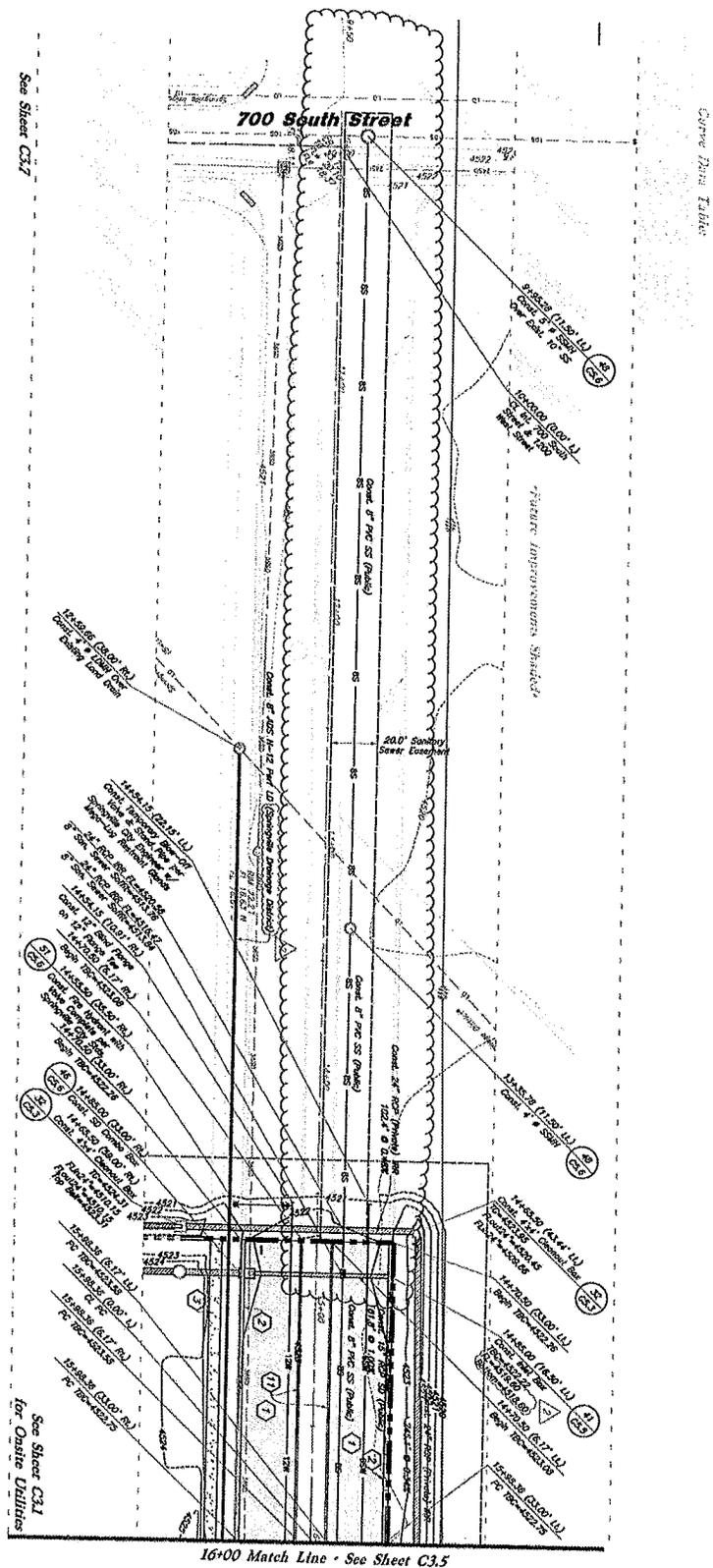
A 20.00 foot wide easement for Sewerline facilities being 10.0 feet each side of the following described centerline:

A part of the Northwest Quarter of Section 5, Township 8 South, Range 3 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

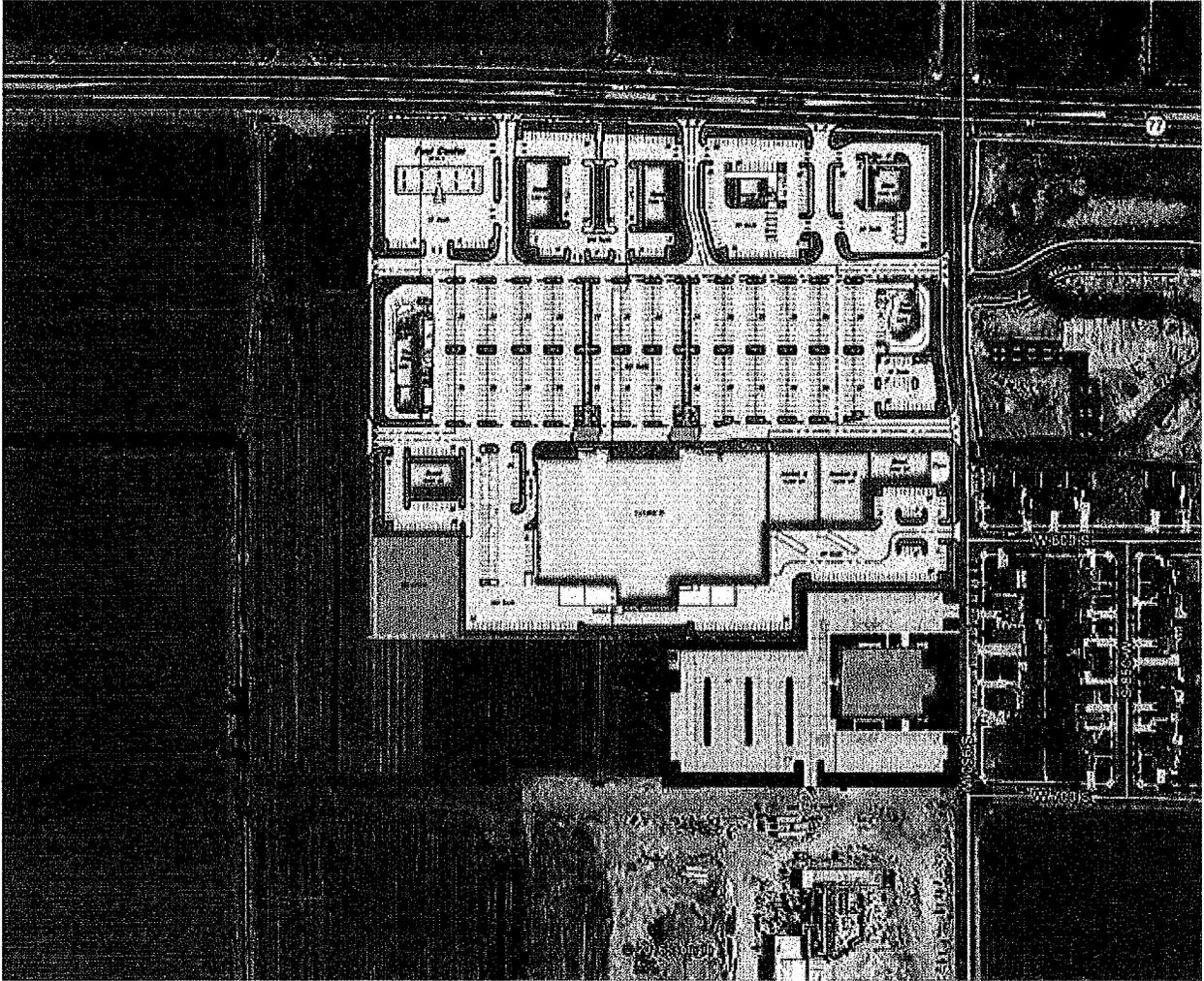
Beginning at a point 1066.78 feet North 88°34'40" East along the Section Line, and 99.57 feet South 0°00'17" West from the Northwest Corner of said Section 5; and running thence South 0°00'17" West 485.22 feet to the endpoint of this easement centerline description.

# EXHIBIT C

[Depictions of the Easement Area]









## STAFF REPORT

**DATE:** April 14, 2016

**TO:** Honorable Mayor and City Council

**FROM:** J. Fred Aegerter, Community Development Director

**SUBJECT: STILL HAVEN DEVELOPMENT SEEKING A RECOMMENDATION FOR FINAL APPROVAL FOR THE HAZEL MEADOW SUBDIVISION LOCATED AT APPROXIMATELY 1965 EAST 1000 SOUTH IN THE R1-10 SINGLE-FAMILY RESIDENTIAL ZONE.**

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### RECOMMENDED MOTION

Move to grant final approval for the Hazel Meadow Subdivision located at approximately 1965 East 1000 South in the R1-10 Single-Family Residential Zone.

### SUMMARY OF ISSUES/FOCUS OF ACTION

Does the proposed subdivision meet the requirements of Springville City Code, particularly the following sections?

- 11-4-4 Residential Site Development Regulations
- 14-2-1 Application and Approval Process
- 14-5-1 through 14-5-4, Subdivision Requirements

### BACKGROUND

The proposed nine lot subdivision is located south of Canyon Road on a five-acre parcel of ground between the Hunter's Valley and Hidden Valley Estates developments.

The property is in the R1-10 Single-Family Residential Zone, requiring a minimum 10,000 square feet per lot with a minimum of 80-feet of frontage (at the minimum setback.)

A cul-de-sac is also proposed, where there is no possibility of connecting the street to



Canyon Road due to the steep terrain or adjacent streets due to existing development.

### **DISCUSSION**

The Planning Commission considered the final plan at the April 12, 2016 meeting as part of the consent agenda. All previous contingencies from the preliminary approval had been met.

COMMISSION ACTION: Commissioner Mertz moved to approve the consent agenda. Commissioner Clay seconded the motion. Approval was unanimous.

### **Commission Vote**

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Michael Farrer	X	
Frank Young	X	
Genevieve Baker	X	
Karen Ellingson	X	
Michael Clay	X	
Brad Mertz	X	
Carl Clyde	X	

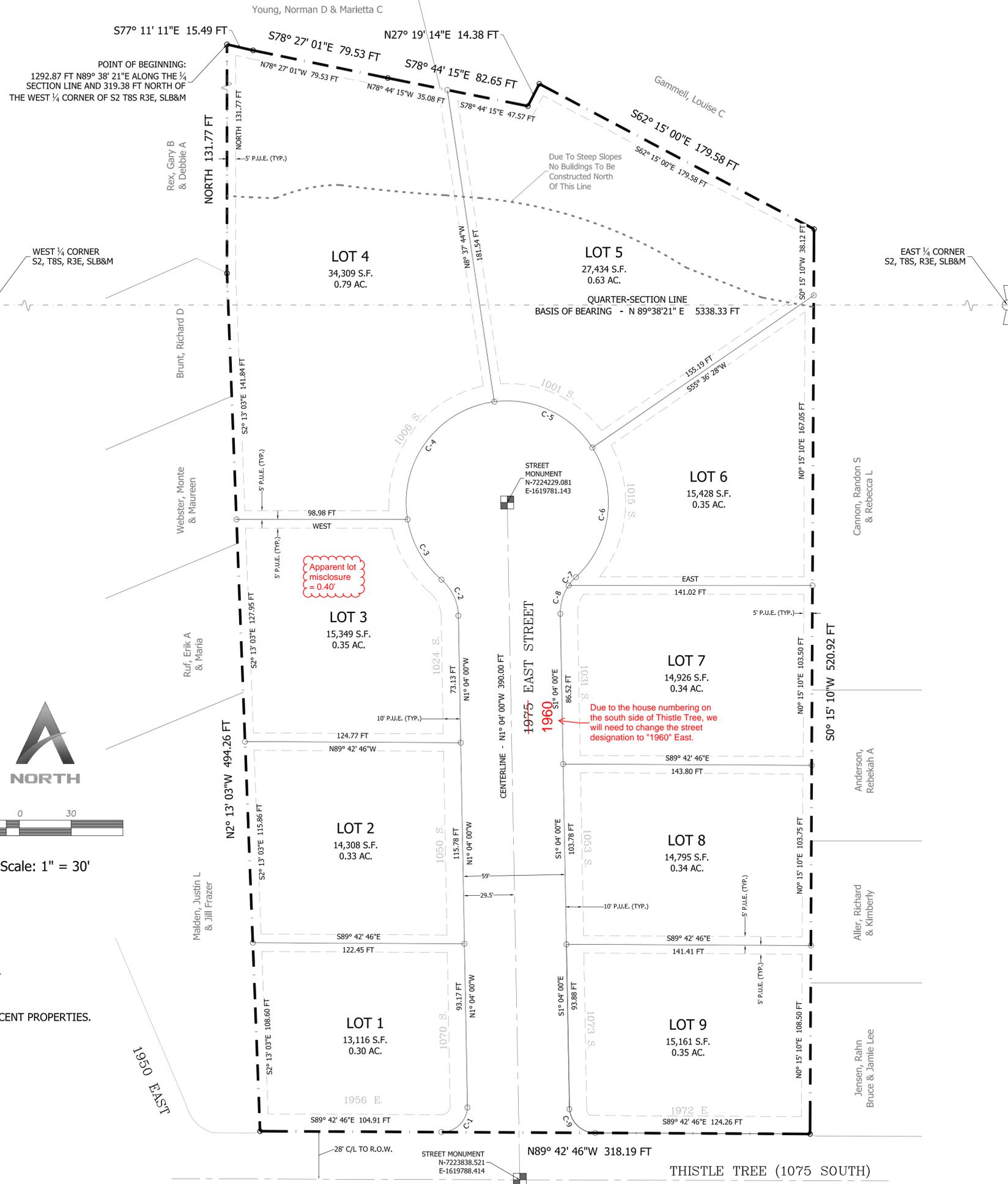
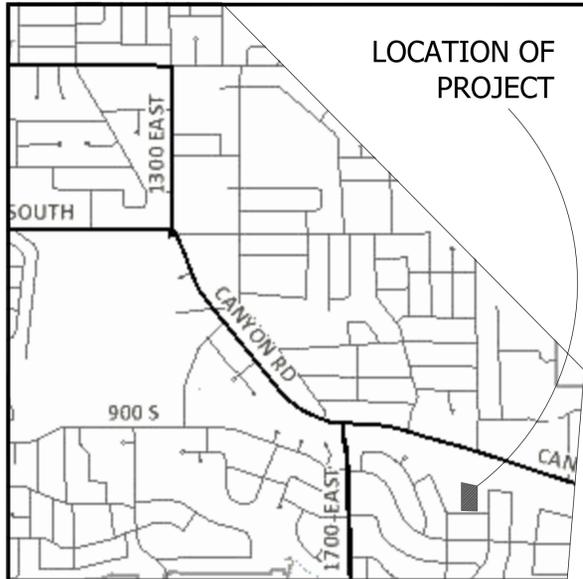
### **ALTERNATIVES**

1. Approve the development as proposed.
2. Conditionally approve the proposal.
3. Deny approval of the proposal.

Laura Thompson  
City Planner

Attachments

cc: Melissa Rollins

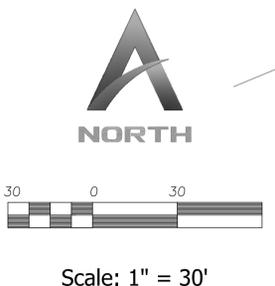


**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C-1	23.92	15.00	91° 21' 14"	21.46	N 44° 36' 37" E
C-2	23.62	28.00	48° 20' 15"	22.93	N 24° 14' 07" W
C-3	40.60	58.50	39° 46' 04"	39.79	N 29° 31' 13" W
C-4	94.24	58.50	92° 17' 48"	84.37	N 36° 30' 43" E
C-5	66.00	58.50	64° 38' 49"	62.56	S 65° 00' 59" E
C-6	81.64	58.50	79° 57' 50"	75.18	S 07° 17' 21" W
C-7	6.38	28.00	13° 02' 51"	6.36	S 40° 44' 50" W
C-8	17.25	28.00	35° 17' 24"	16.97	S 16° 34' 42" W
C-9	23.21	15.00	88° 38' 45"	20.96	S 45° 23' 23" E

**ACREAGE TABULATIONS**

TOTAL ACREAGE	4.450 AC
RESIDENTIAL ACREAGE	3.785 AC
RIGHT-OF-WAY ACREAGE	0.665 AC
LANE MILES OF ROADS	0.0738 MI
UNITS PER ACRE	2.2



- NOTES:**
1. SURVEY DATUM = NAD83, NAVD88, STATE PLANE, US SURVEY FEET
  2. THIS SUBDIVISION IS IN THE SPRINGVILLE CITY R1-10 ZONE.
  3. REFER TO SPRINGVILLE CITY CODE FOR SETBACK REQUIREMENTS.
  4. SURFACE WATER SHALL NOT BE ALLOWED TO RUNOFF ONTO ADJACENT PROPERTIES.



**SURVEYOR'S CERTIFICATE**

I, CORY I. SQUIRE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 5561206. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-84-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

\_\_\_\_\_  
SURVEYOR'S SIGNATURE

\_\_\_\_\_  
DATE

---

**BOUNDARY DESCRIPTION**

BEGINNING 1292.87 FEET NORTH 89°38'21" EAST ALONG THE 1/4 SECTION LINE AND 319.38 FEET NORTH OF THE WEST 1/4 CORNER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 77°11'11" E 15.49 FEET, THENCE SOUTH 78°27'01" EAST 79.53 FEET, THENCE SOUTH 78°44'15" EAST 82.65 FEET, THENCE NORTH 27°19'14" EAST 14.38 FEET, THENCE SOUTH 62°15'00" EAST 179.58 FEET, THENCE SOUTH 00°15'10" WEST 520.92 FEET, THENCE NORTH 89°42'46" WEST 318.19 FEET, THENCE NORTH 02°13'03" WEST 494.26 FEET, THENCE NORTH 131.77 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 193,830 SQUARE FEET IN AREA OR 4.450 ACRES, MORE OR LESS.

---

**OWNER'S DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS TO ALL UTILITY PROVIDERS, PUBLIC OR PRIVATE, AND THEIR SUCCESSORS AND ASSIGNS IN PERPETUITY. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

SIGN \_\_\_\_\_ PRINT \_\_\_\_\_  
SIGN \_\_\_\_\_ PRINT \_\_\_\_\_  
SIGN \_\_\_\_\_ PRINT \_\_\_\_\_  
SIGN \_\_\_\_\_ PRINT \_\_\_\_\_

---

**ACKNOWLEDGMENT**

STATE OF UTAH §  
COUNTY OF UTAH §

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2016, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING OWNERS DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
A NOTARY PUBLIC COMMISSIONED IN UTAH (SEE SEAL BELOW)

\_\_\_\_\_  
PRINTED FULL NAME OF NOTARY

---

**ACCEPTANCE BY LEGISLATIVE BODY**

THE CITY COUNCIL OF SPRINGVILLE CITY, COUNTY OF UTAH APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2016.

APPROVED:

\_\_\_\_\_  
MAYOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY ATTORNEY'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY ENGINEER'S SIGNATURE (SEE SEAL BELOW)

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
CITY RECORDER'S SIGNATURE (SEE SEAL BELOW)

\_\_\_\_\_  
DATE

---

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2016 BY THE SPRINGVILLE CITY PLANNING COMMISSION.

\_\_\_\_\_  
PLANNING COMMISSION CHAIR SIGNATURE

\_\_\_\_\_  
DATE

---

**PLAT A**

**HAZEL MEADOW**

**A RESIDENTIAL SUBDIVISION**

RECORDER SEAL    NOTARY PUBLIC SEAL    ENGINEER SEAL    SURVEYOR SEAL



## STAFF REPORT

**DATE:** February 5, 2016

**TO:** Honorable Mayor and City Council

**FROM:** J. Fred Aegerter, Community Development Director

**SUBJECT:** **PRELIMINARY APPROVAL OF THE MEADOW WALK SUBDIVISION LOCATED AT APPROXIMATELY 850 SOUTH 950 WEST IN THE R1-10 SINGLE-FAMILY RESIDENTIAL AND WF-1 WESTFIELDS OVERLAY ZONES.**

---

### **RECOMMENDED MOTION**

Move to grant preliminary approval for the Meadow Walk Subdivision located in the area of 850 South 950 West in the R1-10 Single-Family Residential and WF-1 Westfield Overlay Zones, contingent upon addressing all outstanding engineering issues prior to final plan submittal.

### **SUMMARY OF ISSUES/FOCUS OF ACTION**

Does the proposed subdivision meet the requirements of Springville City Code, particularly the following sections?

- 11-4-4 Residential Site Development Regulations
- 11-5-4 Westfields Overlay Regulations
- 14-2-1 Application and Approval Process
- 14-5-1 through 14-5-4, Subdivision Requirements

### **BACKGROUND**

The proposed 36 lot single-family subdivision is located just south of the new Meadow Brook Elementary School on 950 West.

The property is zoned R1-10 within the Westfields Overlay, which gives the developer an opportunity to participate in the density bonus program.

Densities in excess of the baseline density for the underlying zone may be considered for



### ***CITY COUNCIL AGENDA***

*February 16, 2016*

developments which comply with the density bonus program requirements up to a maximum of 40%.

As part of the approval process when utilizing the density bonus program in the Westfields Overlay zone, the preliminary plan is also required to be approved by the City Council.

**DISCUSSION**

The baseline density is 3-units per acre in the R1-10 Zone for a base density of 32 lots. The applicant is requesting a 12% density bonus which will allow 75% of the lots to be developed at the R1-8 zoning standards and gain the development an additional four (4) lots.

The R1-10 zoning minimum standards require 80-feet of frontage and 10,000 square feet of lot area. The R1-8 zoning standards require 70-feet of frontage and 8,000 square feet of lot area.

**Density Bonus Requirements**

Developers requesting densities greater than the baseline density, must comply with two (2) or more of the bonus density requirements which are; at least one of the requirements of the “Parks, Open Space and Other Public Lands” and the “Building Materials” categories with a minimum participation of at least 3% in each category.

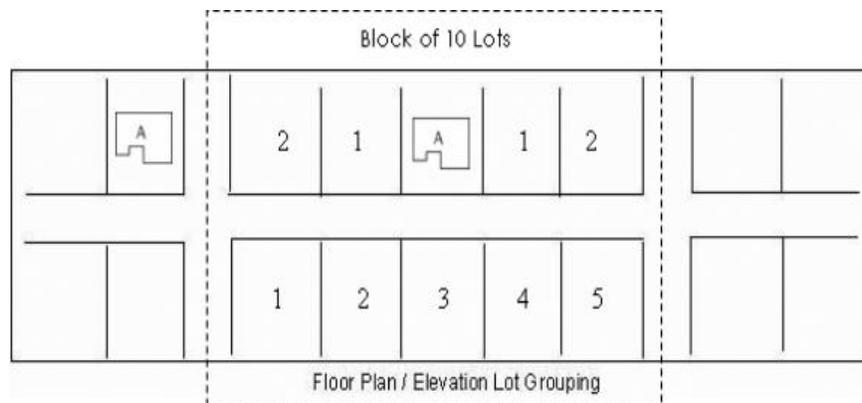
The following table shows the density bonus categories and percentages requested for the proposed development.

<b>Density Bonus Category</b>	<b>Density Bonus Improvement</b>	<b>Bonus %</b>
Parks and Open Space  Fees in lieu of park land and improvements	For parcels that are too small for development of a park meeting the minimum City standard of five acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.	7%
Building Materials	Option A) - A density bonus of 5% shall be given where 25% of the gross facade elevation includes brick or stone on detached single-family and attached two-family dwellings	5%
<b>TOTAL DENSITY BONUS</b>		<b>12%</b>

Minimum Performance Standards

Section 11-5-404 of Springville City Code lists the minimum performance standards that every development in the Westfields Overlay Zone must meet, in addition to any density bonus improvements.

- 1) The following are minimum standards for single-family detached dwellings, twin homes or duplexes developed in the Westfields:
  - a) The same elevation may not be used on the adjacent two (2) lots on either side of the subject property or the five (5) lots across the street from the subject property on any block length, as illustrated below.



- b) No garage shall occupy more than forty percent (40%) of the total building frontage. This measurement does not apply to garages facing on a carriage way, or set back at least twenty feet (20') from the front of the house or that are side loaded.
- c) In any lot with street frontage of sixty feet (60') or less that includes a carriage way, all required parking shall be accessed from the carriage way. The required parking shall be set back a minimum of five feet (5') from the rear property line.
- d) Front loaded garages on lots with street frontage of sixty feet (60') or less must be set back a minimum of twenty feet (20') from the required front setback of the house.
- e) Single-family detached houses may have a roof pitch of no less than five to twelve (5:12).
- f) All walls which face a public street must contain at least twenty-five percent (25%) of the wall space in windows or doors. However, on homes that have side-loaded garages, all walls which face a public street must contain at least twenty percent (20%) of the wall space in windows or doors.
- g) Primary entrances shall face the public street and sidewalk.
- h) Windows shall not be flush with exterior walls. They shall be recessed or treated with a trim.
- i) Building materials shall be applied in consistent amounts on the front and side wall elevations of houses on interior lots and all wall elevations of the houses on corner lots. In no case shall the percentage of building materials vary greater than ten percent (10%) on those elevations where consistent amounts are required.

**PLANNING COMMISSION**

The Planning Commission considered the preliminary plans on January 8, 2016 as part of the consent agenda.

COMMISSION ACTION: Commissioner Huff moved to approve the preliminary plan for the Meadow Walk Subdivision. Commissioner Clay seconded the motion. Approval was unanimous.

**Commission Vote**

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Craig Huff	X	
Frank Young	X	
Genevieve Baker	Excused	
Joyce Nolte	X	
Michael Clay	X	
Brad Mertz	X	
Carl Clyde	X	

**ALTERNATIVES**

1. Approve the development as proposed.
2. Conditionally approve the proposal.
3. Deny approval of the proposal.

Laura Thompson  
City Planner

Attachments

cc: Griffin Johnson

Westfields Overlay Density Bonus Determination for "Meadow Walk" subdivision

**Base Density** (Total Acres) x (Baseline Units/Acre)

Surveyed Area: 10.68 acres. Survey by Focus Engineering, dated 11/16/15

Calculation: 10.68 acres x 3.0 units per acre = **32 units**

Proposed Bonus Density: 32 x 1.05 = 35 (building materials - 5%)

35 x 1.07 = **36 units** (fee in lieu of parks - 7%)

### **Density Bonus Criteria (Proposed)**

#### **1) Building Material:**

A density bonus of 5% shall be given where 25% of the gross facade elevation includes brick or stone on detached single-family and attached two-family dwellings.

#### **2) Open Space - (minimum 3% required)**

##### **Fee in lieu of Parks:**

For parcels that are too small for development of a park meeting the minimum City standard of five acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.

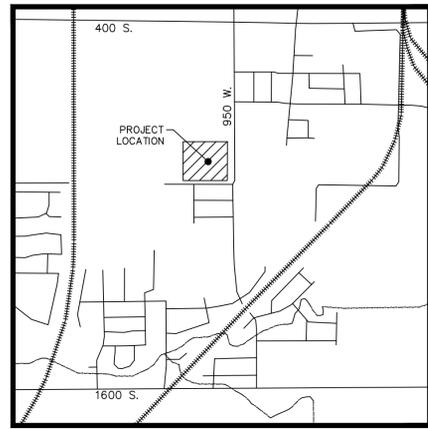
eg. \$92,500 (land/ac) + \$74,000 (improvements/ac) multiplied by 1% = \$1,665 = 1.2% bonus density  
>>> **7% bonus density = 7 divided by 1.2 or 5.83 x \$1,665 = \$9706.95 x 10.68 = \$103,667**

**\*\*11-5-407 Density Bonus.** "For developers requesting densities greater than the baseline density, the development must comply with two (2) or more of the bonus density requirements described in this Section, depending on the desired density increase. Participation in the density bonus program is contingent upon meeting at least one (1) of the requirements of the "Parks, Open Space and Other Public Lands" and "Building Materials" categories. A minimum of three percent (3%) shall be achieved from each category."

[www.publicdevelopment.com](http://www.publicdevelopment.com)

160 West Canyon Crest Rd. #200, Alpine, UT 84004 ph: 801.910.9341

email: [info@publicdevelopment.com](mailto:info@publicdevelopment.com)



VICINITY MAP  
N.T.S.

**LEGEND**

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
15 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
+	SIGN
+	STREET LIGHT
+	SD MH, INLET, AND COMBO
+	SEWER MANHOLE
+	VALVE, TEE, & BEND
+	WATER BLOW-OFF
+	FIRE HYDRANT
+	STREET MONUMENT (TO BE SET)
+	EXIST. STREET MONUMENT
+	EXIST. SD INLET & MH
+	EXIST. SEWER MH
+	EXIST. VALVE, TEE, & BEND
+	EXIST. FIRE HYDRANT
o XXXX.XX	SPOT ELEVATION

# MEADOW WALK

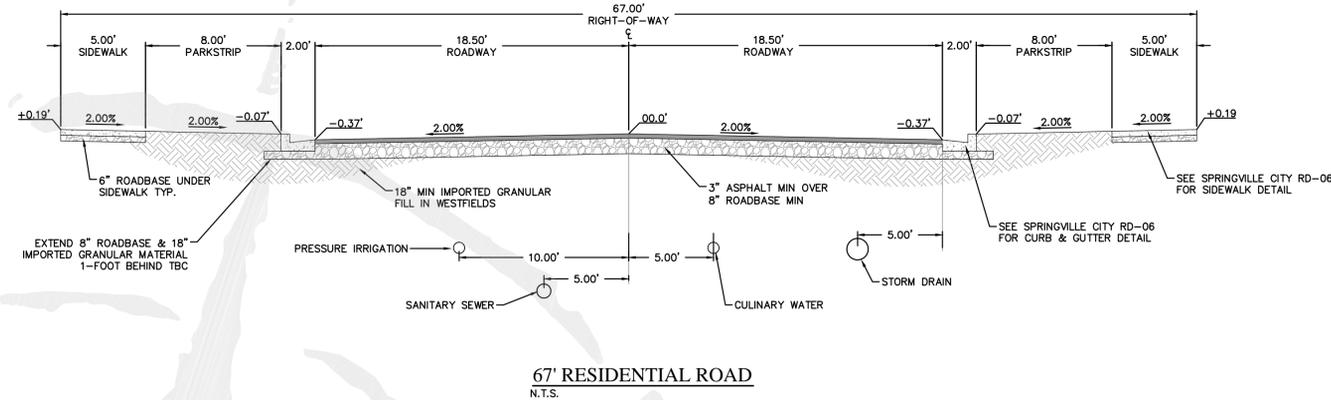
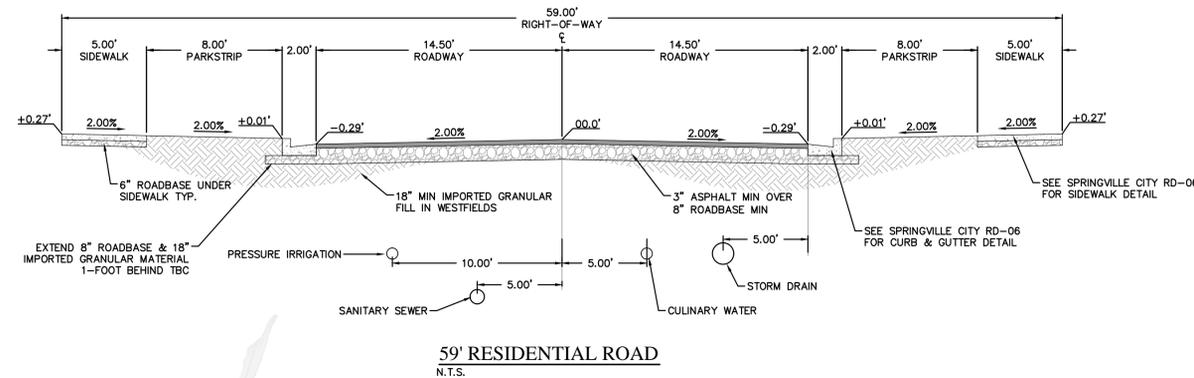
## A RESIDENTIAL SUBDIVISION

PREPARED FOR:  
**PUBLIC DEVELOPMENT PARTNERS**

LOCATED IN:  
**SPRINGVILLE, UTAH**

**TABULATIONS**

ZONE	R-1-10 (WESTFIELDS OVERLAY)
ORIGINAL PROPERTY	10.68 ACRES
SINGLE FAMILY LOT	36
TOTAL DENSITY	3.37 UNITS/ACRE
8000 SF+	25 LOTS
10000 SF+	11 LOTS (9 MEET R1-10)



**SITE MAP**

**GENERAL NOTES**

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO THE LATEST EDITION OF SPRINGVILLE CITY STANDARD PLANS AND SPECIFICATIONS.
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

**NOTICE**

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

**ENGINEER'S NOTES TO CONTRACTOR**

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

**SPRINGVILLE CITY NOTES**

- THE FOLLOWING ITEMS WILL BE REVIEWED AT THE TIME OF THE FINAL PLAN REVIEW:
- PLAN AND PROFILE CONSTRUCTION DRAWINGS OF PUBLIC IMPROVEMENTS.
  - ALL PIPE DETAILS (BENDS, DETECTOR TAPE, ETC.).
  - BLOW-OFFS AND AUTOMATIC RELEASE VALVES (ARV) INCLUDING SIZE, TYPE AND PROTECTION.
  - MANHOLE AND BOX DETAILS.
  - WATER AND SEWER SERVICE DETAILS.
  - LOT LINE UTILITY EASEMENTS.
  - STREET LIGHTS, STREET SIGNS, TRAFFIC SIGNS.
  - POWER LINE EXTENSIONS AND DOME/TRANSFORMER LOCATIONS.
  - LOT ADDRESSES (WILL BE ASSIGNED BY THE PLANNING DEPT.).
  - CBR VALUES AND ROAD SUB-BASE
  - SUBDIVISION MONUMENTATION AND LOT CORNER MARKERS.

**CONTACTS**

**ENGINEER & SURVEYOR**  
FOCUS ENGINEERING & SURVEYING  
502 WEST 8360 SOUTH  
SANDY, UTAH 84070  
(801) 352-0075  
CONTACT: JASON BARKER

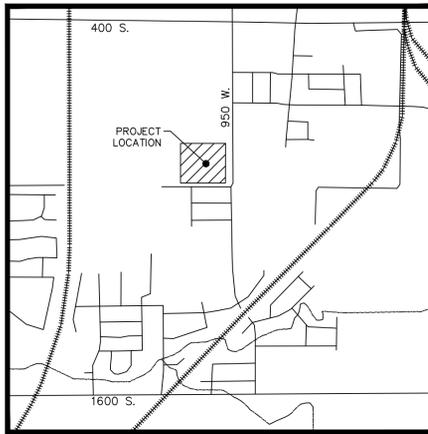
**OWNER/DEVELOPER**  
PUBLIC DEVELOPMENT PARTNERS  
160 W CANYON CREST RD. #200  
ALPINE, UTAH 84004  
801-910-9341  
CONTACT: GRIFF JOHNSON

**MEADOW WALK**  
SPRINGVILLE, UTAH  
COVER SHEET

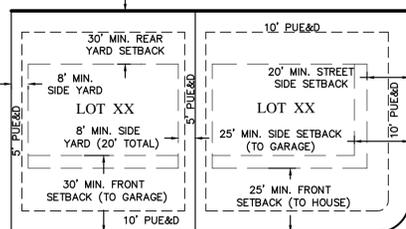
#	DATE	DESCRIPTION
1		
2		
3		
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6		

**COVER SHEET**

Scale: NONE Drawn: JSB  
Date: 2/2/2016 Job #: 15-197  
Sheet: C1

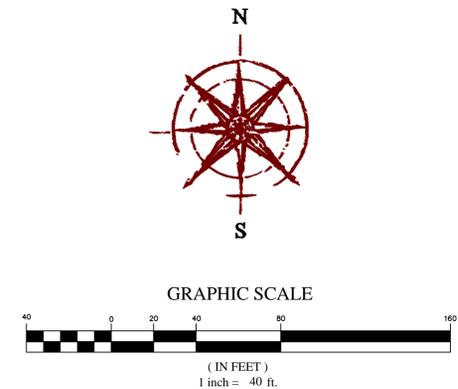
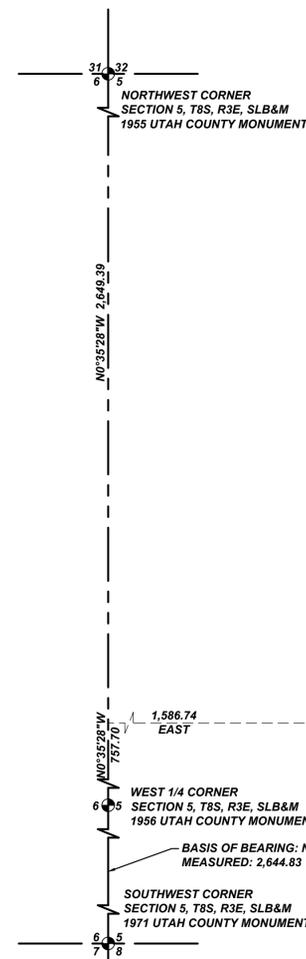


VICINITY MAP  
N.T.S.



TYPICAL BUILDING SETBACKS  
N.T.S.

PROPERTY RESERVE, INC.  
73346:2009



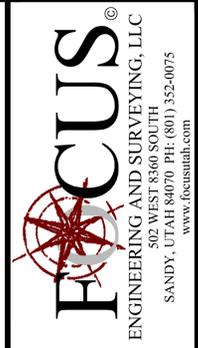
DAVID D. & JAN C.  
HARRISON  
12784:2006

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CH. LEN.
C1	15.00	89°41'35"	23.48	N44°50'48"E 21.16
C2	15.00	90°18'25"	23.64	N45°09'12"W 21.27
C3	15.00	90°22'00"	23.66	N45°11'00"E 21.28
C4	15.00	89°38'00"	23.47	N44°49'00"W 21.15
C5	316.50	8°28'53"	46.85	N04°14'27"E 46.81
C6	383.50	4°51'03"	32.47	N06°03'22"E 32.46
C7	15.00	86°44'10"	22.71	N46°59'55"E 20.60
C8	15.00	89°38'00"	23.47	S44°49'00"E 21.15
C9	15.00	90°22'00"	23.66	N45°11'00"E 21.28
C10	15.00	90°22'00"	23.66	S45°11'00"W 21.28
C11	15.00	89°38'00"	23.47	N44°49'00"W 21.15
C12	28.00	30°22'33"	14.84	S75°10'43"W 14.67
C13	59.00	49°00'39"	50.47	S84°29'46"W 48.94
C14	59.00	61°26'29"	63.27	N40°16'40"W 60.28
C15	59.00	32°07'28"	33.08	N06°30'18"E 32.65
C16	28.00	22°34'02"	11.03	N11°17'01"E 10.96
C17	59.00	142°34'35"	146.82	S48°43'15"E 111.76
C18	15.00	89°38'00"	23.47	S44°49'00"E 21.15
C19	15.00	89°41'35"	23.48	S44°50'48"W 21.16
C20	15.00	90°18'25"	23.64	N45°09'12"W 21.27

LEGAL DESCRIPTION

A portion of the NW1/4 of Section 5, Township 8 South, Range 3 East, Salt Lake Base and Meridian, Springville, Utah, more particularly described as follows:  
Beginning at a point on the easterly line of that Real Property described in Deed Entry No. 73346:2009 of the Official Records of Utah County located N0°35'28"W along the Section line 757.70 and East 1,586.74 feet from the West 1/4 Corner of Section 5, T8S, R3E, S.L.B.& M. (Basis of Bearing: S0°36'05"E along the Section line between the West 1/4 Corner and the Southwest Corner of Section 5, T8S, R3E, SLB&M); then N0°24'55"E along said deed 675.45 feet to the south line of a Boundary Line Agreement described in Deed Book 2871 Page 290 of the Official Records of Utah County; then along said line the following 2 (two) courses and distances: N89°50'10"E 8.35 feet; then N89°41'35"E 677.85 feet to the southeast corner of that Real Property described in Deed Entry No. 77342:2002 of the Official Record of Utah County; then S0°08'30"E along the extension of said deed 38.24 feet to the north line of that Real Property described in Deed Entry No. 169041:2007 of the Official Records of Utah County; then along said deed the following 3 (three) courses and distances: S89°53'01"E 6.89 feet; then S0°48'01"E 326.70 feet; then N89°53'01"W 31.10 feet to the east line of that Real Property described in Deed Book 2606 Page 950 of the Official Records of Utah County; then S0°48'01"E along said deed 318.58 feet to the north line of JESSIE'S BROOK Subdivision, Plat "A"; then N89°38'00"W along said plat 675.99 feet to the point of beginning.

Contains: 10.68± acres



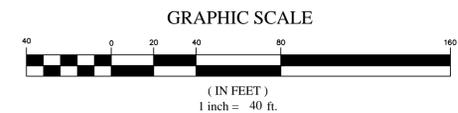
MEADOW WALK  
SPRINGVILLE, UTAH  
PRELIMINARY PLAT

REVISION BLOCK	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

PRELIMINARY PLAT

Scale: 1"=40'  
Date: 2/2/2016  
Sheet: C2





**UTILITY NOTES**

- UTILITY PIPE SIZE AND MATERIALS ARE TO BE DESIGNED AT FINAL.
- UTILITY SERVICE LATERAL LOCATIONS TO BE DESIGNED AT FINAL.
- FIRE HYDRANT AND UTILITY SERVICE LOCATIONS TO BE DESIGNED AT FINAL.
- LAND DRAIN PIPES TO BE RELOCATED OR REMOVED WILL BE POTHOLED AND LOCATED PRIOR TO FINAL DESIGN TO DETERMINE ACCURATE LOCATION, SIZE AND PIPE SLOPES.
- EXISTING CONCRETE IRRIGATION DITCHES ARE TO BE REMOVED AND PIPED. COORDINATION WITH IRRIGATION COMPANY AND REQUIRED APPROVALS SHALL BE PROVIDED AT FINAL DESIGN.

**SPRINGVILLE POWER NOTES**

- ALL EXISTING POWER FACILITIES SHALL BE PROTECTED IN PLACE OR RELOCATED WITH APPROVAL OF THE SPRINGVILLE POWER DEPT.
- DEVELOPER SHALL COORDINATE ALL POWER DESIGN AND INSTALLATION WITH THE ELECTRICAL DEPARTMENT, BRANDON GRAHAM, 801-489-2733 (bgram@springville.org).
- ALL EXISTING PUBLIC UTILITY EASEMENTS (PUE) AND EXISTING ELECTRICAL FACILITIES SHALL BE PRESERVED BY THE DEVELOPER.
- DEVELOPER SHALL INSTALL THE ELECTRICAL SYSTEM AS PER SPRINGVILLE CITY POWER DEPT. SPECIFICATION MANUAL.
- DEVELOPER SHALL PROVIDE (PUE) ON ALL SIDES OF PROPERTY.

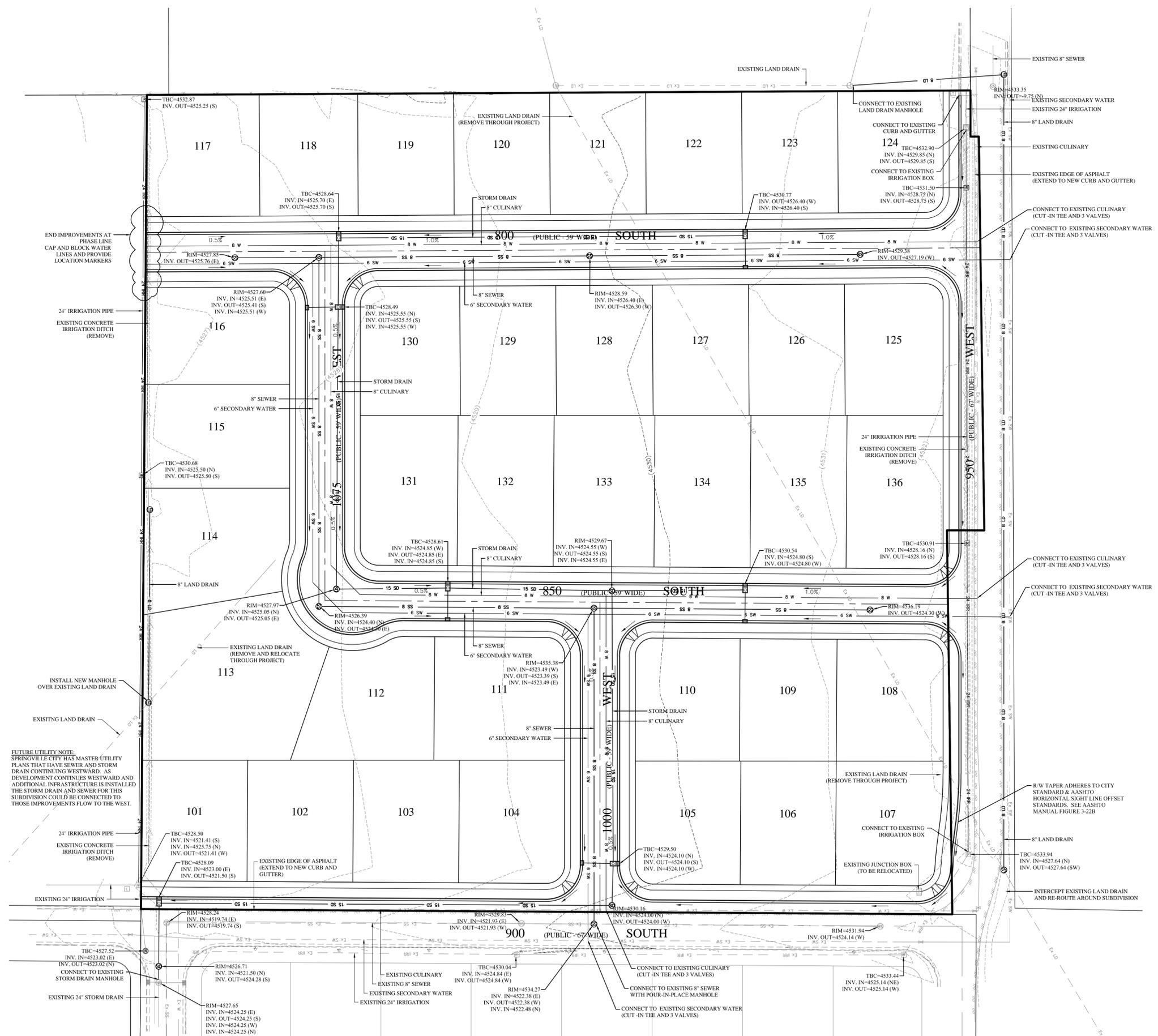
**ROAD CONSTRUCTION NOTES**

- DEVELOPER WILL NEED TO CORE AND HAVE A GEOTECHNICAL ENGINEER VERIFY THAT THE EXISTING STREET STRUCTURAL SECTION MEETS OR EXCEEDS THE CITY'S MIN. STANDARD (3" AC ON 8" ROADBASE ON 18" SUBBASE). IF PAVEMENT SECTION DOES NOT MEET / EXCEED CITY'S STANDARD SECTION (BOTH DEPTH AND CLASSIFICATION OF MATERIAL) THEN DEVELOPER WILL NEED TO CONSTRUCT HALF STREET TO CITY'S MIN STANDARDS.
- IF DEVELOPMENT IS COMPLETING A PREVIOUSLY CONSTRUCTED PARTIAL STREET, THE DEVELOPMENT WILL NEED TO COMPLETE THE ROAD, AND PER THE SPRINGVILLE MUNICIPAL CODE, TITLE 14, CHAPTER 5, SECTION 111.8-E: "(c) AT THE TIME THE REMAINDER OF THE RIGHT-OF-WAY IS CONSTRUCTED, THE CITY ENGINEER SHALL REQUIRE RESURFACING OF THE COMPLETE STREET SURFACE AND MAY REQUIRE REBUILDING THE STREET TO MEET CITY STANDARDS."
- FOR THIS DEVELOPMENT THIS WILL REQUIRE COMPLETE CONSTRUCTION OF THE PORTION TO BE ADDED, AND A 1.5-INCH MILL AND OVERLAY FOR THE EXISTING PORTION OF THE ROAD, PROVIDED THAT A LICENSED GEOTECHNICAL ENGINEER PROVES THAT THE EXISTING STRUCTURAL SECTIONS MEETS ALL CURRENT CITY STANDARDS (BOTH DEPTH OF MATERIAL AND SOIL CLASSIFICATION).
- ADDITIONAL INFORMATION MAY BE REQUIRED TO ENSURE THAT THE CROSS SLOPE FROM CENTER LINE TO LIP OF GUTTER IS CONSTANT (I.E. NO QUARTER CROWN ALLOWED).

**DRAINAGE NOTES AND NARRATIVE**

IT IS THE UNDERSTANDING OF THE DEVELOPER AND FOCUS ENGINEERING THAT THIS AREA WAS INCLUDED IN THE MASTER STORM DRAINAGE PLAN THAT WAS DONE FOR THE JESSE'S BROOK SUBDIVISION AND THAT ACCOMMODATIONS WERE MADE FOR THIS PROJECT TO DISCHARGE INTO THE STORM DRAIN SYSTEM UNRESTRICTED. REFER TO THE JESSE'S BROOK STORM DRAIN MASTER PLAN PREPARED BY LEI ENGINEERING ON FILE AT THE SPRINGVILLE CITY OFFICE FOR ADDITIONAL INFORMATION.

THE TOTAL UNRESTRICTED DISCHARGE FROM THE PROJECT WILL BE 3.99cfs. THE CAPACITY OF A 24" RCP PIPE @ 0.2% SLOPE IS 10.87cfs. IT APPEARS THAT THE EXISTING PIPE AT THE POINT OF CONNECTION HAS ADEQUATE CAPACITY TO HANDLE THIS SUBDIVISIONS CONTRIBUTION.



**FUTURE UTILITY NOTE:**  
 SPRINGVILLE CITY HAS MASTER UTILITY PLANS THAT HAVE SEWER AND STORM DRAIN CONTINUING WESTWARD. AS DEVELOPMENT CONTINUES WESTWARD AND ADDITIONAL INFRASTRUCTURE IS INSTALLED THE STORM DRAIN AND SEWER FOR THIS SUBDIVISION COULD BE CONNECTED TO THOSE IMPROVEMENTS FLOW TO THE WEST.



**MEADOW WALK**  
 SPRINGVILLE, UTAH  
 UTILITY PLAN

REVISION BLOCK	#	DATE	DESCRIPTION
	1		
	2		
	3		
	4		
	5		
	6		

**UTILITY PLAN**

Scale: 1"=40'  
 Date: 2/2/2016  
 Sheet: C3



## STAFF REPORT

**DATE:** April 18, 2016

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING AN AMENDMENT TO THE MOBILE FOOD BUSINESS ORDINANCE.**

### RECOMMENDED ACTION

Motion to Approve/Deny Ordinance No. \_\_\_\_ that amends provisions to the Mobile Food Business Ordinance.

### BACKGROUND

Recently, Springville City has been approached by the Utah Food Bank and Nebo School District to allow a food distribution truck to serve food for a period of two hours or less five days a week, starting in June 2016. The purpose of the food distribution truck is to provide free food to individuals 18 years of age and younger while school is not in session. Under the City's current Mobile Food Truck Ordinance, a food truck may only serve food for three consecutive days in a seven day period. The proposed ordinance would increase that time period for food businesses that serve free food to five days in a seven day period.

This item is coming to the City Council with later notice than usual because staff was only informed on Monday that the Utah Food Bank's schedule for Summer 2016 is going to be finalized on Wednesday, April 20, 2016. Staff has not had an opportunity to fully review the pros and cons of amending the ordinance.

Under the City's current ordinance, the Utah Food Bank and other similar organizations could serve food for a period of three consecutive days within a seven day period, but not five consecutive days.

The proposed ordinance has the following amendments:

1. It better clarifies that a food business may only set up on private property in nonresidential zones; and
2. It states that, "Mobile food businesses that (i) only distribute free food that is prepared in advance at a different location from where the food is distributed and (ii) does so for a period of less than two (2) hours per day may distribute food for no more than five (5) consecutive days in a seven (7) day period on either public or private property."

Attachments: Proposed Ordinance

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING SECTION 7-6-301, et. seq., OF THE SPRINGVILLE CITY CODE PERTAINING TO THE RULES AND REGULATIONS OF “MOBILE FOOD BUSINESSES.”**

**WHEREAS**, Springville City has a duty to preserve the health, safety and welfare of its inhabitants;

**WHEREAS**, the Springville City Council passed a Mobile Food Business Ordinance to help meet the increased interest and demand for mobile food business within the City;

**WHEREAS**, the Springville City Council has considered amending the temporary stay rules and regulations under the City’s Mobile Food Business Ordinance to allow businesses and organizations that serve only free food from food trucks for a period of less than two hours a day to serve food for up to five consecutive days in a seven day period from the same location; and

**WHEREAS**, in the interest of the health and welfare of its citizens, Springville City deems it appropriate to amend provisions of its Mobile Food Business Ordinance.

**NOW THEREFORE**, the Springville City Council hereby ordains:

**SECTION 1.** SECTION ADOPTED: Title 7, Section 6-301, et. seq. of the Springville City Municipal Code is hereby adopted to read and provide as follows:

**7-6-301 Purpose and Intent.**

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Mobile food businesses within public streets pose special challenges to the public health, safety and welfare of Springville City residents. It is the purpose and intent of Springville City to provide responsible companies and individuals who engage in the operation of mobile food businesses with clear and concise regulations to prevent hazards to safety, traffic or health, as well as to preserve the peace, safety and welfare of the community.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-302 Definitions.**

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“Mobile food business” means a business that serves food or beverages from a self-contained unit that is a motorized vehicle or a trailer. The term “mobile food business” shall include vending carts and mobile ice cream vendors. Provisions found in this Section shall not apply to

seasonal farm stands, itinerant merchants, and other temporary merchants or uses that are specifically authorized by this Title or other City ordinances.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-303 Mobile Food Business General Requirements.**

(1) No person or entity shall operate a mobile food business within Springville City, without first having obtained a business license from the City in accordance with Title 7, Chapter 1. A person or entity is exempt from the requirement to obtain a business license to operate a mobile food business within the City if the person or entity:

(a) Has a current business license to operate a mobile food business in another Utah municipality; and

(b) Operates less than eight (8) days per month in Springville City.

(2) Mobile food businesses are allowed to vend on private property in nonresidential zones, with prior consent from the private property owner.

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(3) Mobile food businesses are allowed to operate on all City owned and operated streets within nonresidential zones, in compliance with the regulations in this Chapter, with the following exceptions:

(a) Mobile food businesses shall not be allowed to park or operate on City streets during Art City Days, Heritage Days, or other City recognized festivals.

(b) Mobile food businesses are prohibited from operating on highways owned by the Utah Department of Transportation, which streets include Main Street, 400 South, and 1400 North.

(4) It shall be unlawful for any mobile food business to operate within one hundred feet (100') of a restaurant without the prior written consent of all restaurants within the one hundred feet (100').

(5) Mobile food businesses will be allowed to park at or next to a City park only with authorization from the Springville City Building and Grounds Director.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-304 Application.**

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(1) An application for a business license to conduct a mobile food business shall be filed in writing with the Springville City Business License Office as set forth in Title 7, Chapter 1, prior to the commencement of operation.

(2) In addition to the information required by such section, the license application shall include:

(a) The name and location of the applicant's principal place of business, or residence if no permanent place of business exists;

(b) The number of vehicles to be used in the business, a description of each vehicle, its license plate number, vehicle identification number (VIN) and proof of insurance coverage, and safety inspection; and

(c) If any of the foregoing information changes, the applicant or licensee, as the case may be, shall deliver current information to the Springville City Business License Office within thirty (30) business days following the change.

(3) The applicant is required to provide an original copy of a background check dated no older than one hundred eighty (180) days prior to the date of application issued by the Bureau of Criminal Identification (BCI) for the applicant and of any employee(s) of the applicant who will work within the City. An application shall not be approved and no license shall be issued or renewed to an applicant if a criminal background check, administrative records search, or application materials uncover information showing either the applicant or any employee of the applicant has a record for any of the following:

(a) A conviction within the past five (5) years of driving under the influence of drugs or alcohol, alcohol or drug related reckless driving, impaired driving, driving with any measurable amount of a controlled substance or metabolite of a controlled substance in the body, or automobile homicide;

(b) Any criminal conviction within the past five (5) years for an offense involving violence or theft;

(c) Any criminal conviction within the past ten (10) years for an offense involving possession or use of a deadly weapon, a victim under the age of eighteen (18), possession of controlled substances with the intent to distribute to another person, or any conviction for a crime of moral turpitude; or

(d) Misrepresentation of material facts in an application for a business license.

(5) A valid copy of all necessary licenses or permits required by the State and the Utah County Health Department, including, but not limited to, proof of business name and business owner's or registered agent's name as registered with the Department of Commerce and proof of a valid sales tax certificate from the State of Utah that includes the City of Springville as an incorporated city where business is to be conducted.

(6) Each applicant for a license or renewal under this Section shall submit, with the application, a certificate of insurance executed by an insurance company or association authorized to transact business in this State, showing that there is in full force and effect, for the full term of the license, general liability insurance in an amount not less than \$200,000.00 for personal injury to each person, \$500,000.00 for each occurrence, and \$500,000.00 for each occurrence involving property damage; or a single limit policy of not less than \$500,000.00 covering all claims per occurrence. Such policy or policies shall also include coverage of all motor vehicles used in connection with the applicant's business. A current certificate of insurance shall be kept on file with the City Recorder at all times that the applicant is licensed by the City verifying such continuing coverage and naming the City as an additional insured. The certificate shall contain a statement that the City will be given written notification at least thirty (30) days prior to cancellation or material change in the coverage. Cancellation shall constitute grounds for suspension or revocation of the license issued hereunder unless another insurance policy complying herewith is provided and is in effect at the time of cancellation/termination.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-305 License Fees.**

No license shall be issued or continued in operation unless the holder thereof has paid an annual business license fee as set by the Springville City Council for each mobile food business.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-306 Business Activity to Be Temporary.**

(1) All business activity related to mobile food businesses shall be of a temporary nature. The duration of the business activity shall not extend for more than:

(a) Twelve (12) hours within a twenty-four (24) hour period at any one (1) location, or

(b) Three (3) consecutive days within a seven (7) day period on either public or private property.

(2) All vehicles must be removed from the public right-of-way at the close of each business day.

(3) The following are exceptions to the temporary limitation of subsection (1)(b) of this section:

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(a) Mobile food businesses that are invited to serve a business's employees on the business's property for a time period less than two (2) hours at a time may do so on a daily basis, and

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(b) Mobile food businesses that (i) only distribute free food that is prepared in advance at a different location from where the food is distributed and (ii) does so for a period of less than two (2) hours per day may distribute food for no more than five (5) consecutive days in a seven (7) day period on either public or private property.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-307 Use of Public Right-of-Way.**

Each mobile food business offering food within the public right-of-way shall abide by the following conditions and requirements. Failure to comply may result in the suspension or revocation of a business license and is a Class B misdemeanor:

(1) Mobile food businesses shall obey all parking and traffic regulations of Springville City Code.

(2) Parking on a park strip or otherwise landscaped area is not allowed.

- (3) Mobile food businesses utilizing parking space within the public right-of-way shall park only in parallel parking spaces. Mobile food businesses must be parked so that neither the vehicle nor the customers interfere with public access to adjacent parking stalls or to driveways or entrances of existing buildings or uses.
- (4) The operator shall locate the vending window facing the sidewalk or on private property unless the roadway has been closed to vehicular traffic for a public event.
- (5) No mobile food business shall occupy required parking stalls of the primary use.
- (6) The mobile food business shall ensure that its use of the right-of-way, including the sidewalk, in no way interferes with or limits sidewalk users' free and unobstructed passage.
- (7) No sales shall be made to any person standing in a roadway unless the roadway has been closed to vehicular traffic for a public event.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-308 Design and Operation Guidelines.**

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Mobile food businesses shall comply with the following design and operation requirements:

- (1) Mobile food businesses shall be designed and operated in a manner so as to meet all applicable Utah County Health Department requirements relating to the handling and distribution of food.
- (2) The mobile food business shall not have or operate as a drive-through.
- (3) All grounds utilized by a mobile food business shall at all times be maintained in a clean and attractive condition. Trash containers shall be provided for use of the business patrons. If a mobile food business operates on or adjacent to a public right-of-way, that vendor shall be responsible for cleaning up litter dropped or discarded onto the public right-of-way prior to leaving the location.
- (4) All garbage or other refuse generated from a mobile food business shall be disposed of properly. It is illegal to discharge or dispose of any substance, material, food, or waste into the storm drain system.

(5) Mobile food businesses shall be kept in good operating condition and no peeling paint or rust shall be visible on business vehicles.

(6) Licensees/owners will ensure their business vehicles are at all times in compliance with all applicable laws or ordinances regulating motor vehicles.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-309 Professional and Personal Services Prohibited.**

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Professional or personal services shall not be provided from a mobile food business.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-310 Compliance Responsibility.**

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All vendors are subject to Springville City sales tax for goods sold within the boundaries of Springville City. Vendors shall be required to keep accurate records of daily sales that occur within the Springville City limits. Springville City reserves the right to audit sales records. Failure to keep accurate records may result in revocation of the Springville City business license.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-311 Special and Private Events.**

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If the City is closing a public right-of-way to general access, either partially or fully, in order to accommodate a special event or approved private event, a mobile food business may not access that right-of-way unless specifically authorized by the City.

(Ord. No. 05-2015 § 1, 03/03/2015)

**7-6-312 Grounds for Denial, Suspension or Revocation.**

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Failure to comply with the requirements of this Section shall be grounds for denial, suspension or revocation of a business license.

(Ord. No. 05-2015 § 1, 03/03/2015)

**SECTION 2. EFFECTIVE DATE:** This ordinance shall become effective immediately upon passage and posting.

**PASSED, ADOPTED AND ORDERED POSTED** by the Council of Springville City,  
Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR WILFORD W. CLYDE

**ATTEST:**

\_\_\_\_\_  
CITY RECORDER