



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
OCTOBER 18, 2016 AT 5:15 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

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

1. Calendar

- October 25-Nov 4 – General Election Early Voting
- October 27 – Deseret Industries Ribbon Cutting Ceremony 9:30 a.m.
- October 31 – Halloween (City Down Town Trick-or-Treat 3:00 p.m. – 5:00 p.m.)
- November 01 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- November 11 – Veterans Day
- November 08 – General Election Day
- November 08 – Work/Study Meeting 5:15 p.m.
- November 15 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.

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

- a) Invocation – Councilmember Miller
- b) Pledge of Allegiance – Councilmember Sorensen
- c) Consent Agenda
 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
 3. Approval of the minutes for July 05, 2016 Work/Study meeting.
 4. Approval of a six month extension for the 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 – Glen Goins, Community Development Director

3. **DISCUSSIONS/PRESENTATIONS**

- a) Railway Safety – Nathan Anderson, Union Pacific Railroad
- b) Aquatic Center Update – Troy Fitzgerald, City Administrator

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

CERTIFICATE OF POSTING

This meeting was noticed in compliance with Utah Code 52-4-202 on October 14, 2016. Agendas and minutes are accessible through the Springville City website at 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.

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

Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings.

s/s - Kim Rayburn, CMC, City Recorder

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 Section 52-4-205

ADJOURNMENT

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s/s - Kim Rayburn, CMC, City Recorder



**REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
OCTOBER 18, 2016 AT 7:00 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

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. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator

CONSENT AGENDA

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.

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
3. Approval of the minutes for July 05, 2016 Work/Study meeting.
4. Approval of a six month extension for the 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 – Glen Goins, Community Development Director

PUBLIC HEARING

5. Public Hearing to consider a proposed amendment to the General Plan Land Use Map from Medium Low Density to Medium Density for four properties in the area of 700 South 400 East – Glen Goins, Community Development Director

REGULAR AGENDA ITEM

6. Consideration of amending the Official Zone Map from the R1-8 8 Single-Family Residential to the R2 Single/Two-Family Residential Zone for four properties located in the area of 700 South 400 East – Glen Goins, Community Development Director

7. Consideration of approving an extension to the Nestle' lease agreement that expires on November 6, 2016 for another 6 months while Springville City and Nestle' finish revising a new lease agreement – Juan Garrido, Storm Water/Waste Water Superintendent
8. Consideration of approving a Lease Agreement for the Hobble Creek Golf Course Clubhouse with Sunroc Building Materials – Bruce Riddle, Assistant City Administrator/Finance Director

PUBLIC HEARING

9. Public Hearing to consider adopting an Impact Fee Facilities Plan, an Impact Fee Analyses, a Transportation Master Plan, and an amendment to the Transportation Component of the General Plan – Jeff Anderson, City Engineer
10. Public Hearing to consider an amendment of the Fiscal Year 2016-2017 Springville City budget – Bruce Riddle, Assistant City Administrator/Finance Director

REGULAR AGENDA

11. Consideration of approving a Pole Attachment agreement between Springville City and UTOPIA – John Penrod, Assistant City Administrator/City Attorney
12. Consideration of an Ordinance amendment concerning residential accesses onto arterial and major collector streets - John Penrod, Assistant City Administrator/City Attorney, and TJ Allen, Legal Extern (Continued from October 04, 2016)

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION

13. *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 Section 52-4-205*

ADJOURNMENT

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s/s - Kim Rayburn, CMC, City Recorder



MINUTES
Springville City Council Work/Study Meeting – July 05, 2016

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD
ON TUESDAY, JULY 05, 2016 AT 5:15 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN
STREET, SPRINGVILLE, UTAH.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present:
Councilmember Rick Child, Councilmember Craig Conover, Councilmember Christopher Creer,
Councilmember Jason Miller, Councilmember Chris Sorensen, City Administrator Troy Fitzgerald,
Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director
Bruce Riddle and City Recorder Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Power Director Leon Fredrickson,
Buildings and Grounds Director Alex Roylance, Fred Aegerter Community Development Director, Golf
Pro Craig Norman, Public Works Director Brad Stapley, Recreation Director Corey Merideth,
Operations Manager Rod Oldroyd and Museum of Art Director Dr. Rita Wright.

CALL TO ORDER

Mayor Clyde welcomed everyone and called the Work/Study meeting to order at 5:15 p.m.

COUNCIL BUSINESS

1) Calendar

- July 06 – Microtel Hotel Groundbreaking 11:00 a.m.
- July 12 – Work/Study Meeting 5:15 p.m.
- July 19 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- July 25 – Pioneer Day Observed (City Offices Closed)
- July 26-30 – World Folkfest

Mayor Clyde asked if there were any questions or additions to the calendar. There was none.

2) Discussion on this evening's Regular Meeting agenda items

- a) Invocation – Councilmember Child
- b) Pledge of Allegiance – Councilmember Creer
- c) Consent Agenda
 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
 3. Approval of the minutes for the April 12, 2016 and May 03, 2016 Work/Study meetings and the May 03, 2016 regular City Council meeting.
 4. Approval of the 800 South-800 East to 1440 East and Riverbottom Road-1700 East to Cranberry Way mill overlay project and award to Geneva Rock Products Inc. in the amount of \$235,409.66 – Jeff Anderson, City Engineer

- 40 5. Approval of a natural gas line easement between Questar Gas, Spanish Fork City and the
Spanish Fork/Springville Airport – Bruce Riddle, Assistant City Administrator/Finance
Director
- 42 6. Approval of Task Order K with Armstrong Consultants for an Automated Weather
Observing Station (AWOS) for the Spanish Fork/Springville Airport – Bruce Riddle,
44 Assistant City Administrator/Finance Director
- 46 7. Approval of renewing the agreement between Armstrong Consultants and the Spanish
Fork/Springville Airport – Bruce Riddle, Assistant City Administrator/Finance Director

48 Mayor Clyde asked if there was any discussion on tonight’s consent agenda. There was none.

50 3) **DISCUSSIONS/PRESENTATIONS**

52 a) Discussion on Water Proof Basements – Fred Aegerter, Community Development Director
Director Aegerter introduced Jason Van Ausdal Chief Building Official for the City. Mr. Van
Ausdal gave a brief review of the policy established in 2005 for no basements in homes west of 400
54 West and explained an ordinance was subsequently adopted by the City Council in February of 2007.

56 Mr. Van Ausdal explained prior to the Ordinance adoption the Jessie’s Brook development had
some water issues and a litigation suit was filed. A settlement agreement was reached that required
development guidelines be established by a Geotechnical Engineer. After the basements were installed
58 residents had to de-water them. The basements were not waterproof basements; they were constructed
under the IRC (International Residential Code) requiring waterproofing of the foundations. In order to
60 take the water table down, residents need to de-water their homes by discharging the water into the
gutters year round causing moss and ice buildup.

62 Mr. Van Ausdal stated his concern is not only waterproofing basements but discharging the
water that is required by the IRC and IBC (International Building Code) for base floors established
64 below grade. He explained some of the recent State Building Code changes and requirements and noted
to amend the City Code staff would need to provide the language and work with the IRC and IBC to get
66 it approved, which can be a lengthy process. Mr. Van Ausdal provided information for other options that
may be possible. He stated some concerns are from Public Works and having the curb full of water and
68 being able to manage the storm water runoff. He noted there can be problems with seasonal nuisances,
aquifer rights, illegal discharge in the sanitary system to name a few.

70 Mayor Clyde asked why the homes are allowed to discharge water to the curb. City
Administrator Fitzgerald stated they are not permitted. Mr. Van Ausdal replied there is no infrastructure
72 to handle the water and they are doing it to dewater their basements which can be a continual cycle.
There are some homes in the area with a foundation below grade and discharges to dry creek and some
74 do not have access to dry creek.

76 Mayor Clyde asked if basements were allowed in the area. Mr. Van Ausdal replied, yes, they
followed the parameters at the time. Mayor Clyde asked why we allow them to pump water into the
curb. Administrator Fitzgerald explained the City did not allow or restrict them. Administrator
78 Fitzgerald explained the litigation involving Jessie’s Brook Subdivision and some of the problems
discovered after add-ons to homes and tie-ins to wastewater boxes were found. Mr. Van Ausdal added
80 some sort of drainage will need to be considered.

82 Attorney Penrod asked the Council what direction they would like to take with this item.
Councilmember Miller asked about different options. Councilmember Sorensen commented to leave the

code as it is; if it goes to the Planning Commission then Council can review it at that time. Attorney
84 Penrod explained it would not involve zoning and would not need to go to the Planning Commission.
Councilmember Sorensen stated he sees no reason to make the change and is not convinced it is a
86 benefit to the City. Councilmember Child was in agreement.

Mayor Clyde recognized Michael Condie who is looking at a home in the area for his input. Mr.
88 Condie stated he is willing to see what he can do to get around the problem. Mayor Clyde expressed
they will need to bring a solution to the City Council. Councilmember Sorensen stated all costs would
90 need to be considered and not with the assumption the City will pay for it. Councilmember Creer voiced it
would need to be applicable for all not just one home.

Mayor Clyde recognized Mike Ellis a developer seeking approval for waterproof basements. Mr.
92 Ellis asked if water could be discharged to the storm drain. Mayor Clyde replied the drainage would
94 need to be resized because the storm drains are not designed for home drainage. Also, he is not sure
citizens should be piping into the gutter, they should see about piping into Dry Creek and the cost
96 involved.

98 **b) Electronic Meetings – Dave Stoddard, Legal Extern**

Legal Intern Dave Stoddard reviewed with the Mayor and Council the State Code requirements
100 for electronic meetings and discussed a proposed amendment to the ordinance regarding electronic
meetings.

102 Mayor Clyde asked if an electronic meeting can be setup anytime. Attorney Penrod replied there
is a twenty four hour advanced notice requirement.

104 Intern Stoddard explained it would be up to the Council to approve how many councilmembers
need to be present in person or if all can participate electronically. Councilmember Creer and Child
106 stated they would prefer to have a quorum in person. Councilmember Sorensen expressed a meeting
could be held regardless if three are present and the others would not need to attend. If there was
108 something important and only two attended in person the meeting could still be held electronically.

Administrator Fitzgerald explained the ordinance would apply to the City Council meetings, but
110 does not for Boards or Commissions. Attorney Penrod added each Board or Commission would need to
setup their bylaws with the State requirement.

112

4) MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

114 Mayor Clyde asked for any other comments.

Chief Finlayson reported on the numerous amounts of people at the Bartholomew Park on the
116 July 4th holiday and the parking problems. He explained on holiday weekends it seems to be this type of
crowd and on Saturdays the overflow parking will fill. He stated neighbors around the Bartholomew
118 Lane are complaining about noise and disturbances. He reported he has never seen that many cars at the
pond until July 4th. However the amount of problems at the pond have been extremely low. He
120 suggested more signage to help with the occasional parking problems.

Chief Finlayson reported over the July 4th holiday the Public Safety Department received only a
122 few calls regarding fireworks. They responded to two fires caused by fireworks with little damage. He
expressed if the weather stays dry he is concerned about the July 24th holiday.

124 Councilmember Sorensen reported he was approached by a citizen regarding the speed bump at
the 1300 East roundabout. He explained it is working and asked staff for any feedback. Administrator
126 Fitzgerald stated this is very much in experiment mode. They are experimenting with the location and

128 sizing and collecting data. They do not expect it to be permanent, but for now it is a temporary solution.
130 The Engineering Department is looking to make it better. Chief Finlayson reported at this time they have
not had any accidents since the speed bump was installed, with more time they will have a better
comparison.

132 Councilmember Sorensen expressed he appreciated the response on the Loves Truck Stop
intersection. Councilmember Sorensen asked about the issue of the LDS Church not willing to put in a
sidewalk next to the new road around 700 North. Administrator Fitzgerald replied staff will request a
134 formal reply by the Church, if they say no they will look at some solutions.

136 Administrator Fitzgerald reported on parking near the High School. He said both the School
District and the City Engineer are looking at making the High School parking lot more user friendly for
entering and exiting.

138 Attorney Penrod reported the Meadow Brook Elementary subdivision has backed out with
putting in a sidewalk. He is meeting tomorrow morning with the Irrigation Company and working with
140 property owners to work out a solution.

142 Public Works Director Stapley reported on the 950 West railroad crossing. He said next Friday,
July 15 is a luncheon for elected officials and he will send details to the Council. There is a plan to
discuss the Tintic line and working with the Salt Lake region. He stated at this point they do not have
144 anyone to do crossing panels until October. The time frame may change during discussions at the
meeting.

146 Mayor Clyde asked the Council how they would feel about charging a fee to non-residents to
attend the Bartholomew Pond. Councilmember Sorensen expressed he was hesitant. Councilmember
148 Creer said they could possibly look at holiday rates. Mayor Clyde stated he was concerned about the
liability with the numbers attending. Councilmember Child asked when the remaining portion of the
150 park would be completed. Councilmember Sorensen suggested looking at doing it next year. Mayor
Clyde suggested closing the gates. Administrator Fitzgerald reminded the Council there are no gates
152 because it was decided to keep it as the other parks in the City.

154 Mayor Clyde stated he was concerned about the current landscaping at Bartholomew Park and
the bog of water in areas. Administrator Fitzgerald replied staff is looking at the area with the water and
drainage. Also the tress will be replaced with those that have died.

156
158 **5) CLOSED SESSION**
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closed session to discuss pending or reasonably imminent litigation, and the purchase,
160 exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

162 There was no Closed Session.

ADJOURNMENT

164 COUNCILMEMBER SORENSEN MOVED TO ADJOURN THE WORK/STUDY MEETING
OF THE SPRINGVILLE CITY COUNCIL AT 6:36 P.M. COUNCILMEMBER CHILD SECONDED
166 THE MOTION, ALL VOTED AYE.

168
170

172 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday,*
July 05, 2016.
174 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville*
City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and
176 *complete record of this meeting held on Tuesday, July 05, 2016.*

178

180

Kim Rayburn, CMC
City Recorder



STAFF REPORT

DATE: October 12, 2016

TO: Honorable Mayor and City Council

FROM: Glen Goins, Community Development Director

SUBJECT: **RICHARD MENDENHALL SEEKING A SIX-MONTH EXTENSION FOR THE FINAL 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 a six month extension for the final 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.

SUMMARY OF ISSUES/FOCUS OF ACTION

The effective period of final approval, as per Section 14-2-105(12) of city code, requires the submission of the executed plat and all required submissions to occur within six (6) months of approval by the City Council. The initial approval was granted by the City Council on April 19, 2016. Because the development is being sold to a new developer additional time to submit the plat and required submissions is being requested. No changes are proposed to the development from that which was originally approved and no code changes have occurred that would affect the approval.

BACKGROUND (from original approval)

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

The Planning Commission granted preliminary approval on January 12, 2016 with the City Council granting the same on February 16, 2016.

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.

Density Bonus Category	Density Bonus Improvement	Bonus %
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.	4%
Building Materials	Option B) - A density bonus of 8% shall be given where 25% of the gross facade elevation includes brick or stone and the remainder in stucco, wood or fiber cement siding on detached single-family and attached two-family dwellings	8%
TOTAL DENSITY BONUS		12%

The “Minimum Performance Standards” found in Section 11-5-404 of Springville City Code will also need to be met in addition to any density bonus improvements.

PLANNING COMMISSION REVIEW

The Planning Commission considered the final plans on March 22, 2016 as part of the consent agenda with the recommended motion listed in the staff report, which included the following contingencies:

1. Provide street tree plan showing trees every 40 linear feet. (*Addressed*)
2. Provide irrigation/drainage companies approvals. (*Irrigation approval received, still need to provide drainage district approval*)
3. Address any outstanding engineering issues prior to City Council approval. (*There are still several outstanding issues*)

COMMISSION ACTION: Commissioner Baker moved to recommend approval. Commissioner Mertz seconded the motion. Approval was unanimous.

Commission Vote

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

Springville Drainage District Company – Still need to provide written approvals.

There is a portion of the project (west end of 800 South) will runoff onto neighboring project which is not allowed. Applicant will either need to capture runoff or provide written approval from downstream property owner (Property Reserve, Inc.) accepting runoff.

The present design will create a "ski jump" in 950 West just north of the 900 South intersection.

There remain several engineering issues on the final plan submittal.

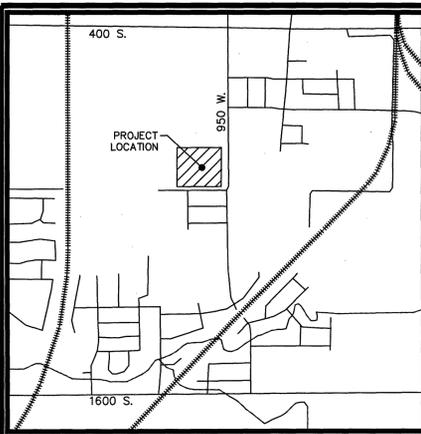
ALTERNATIVES

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

City Council
October 18, 2016
Page 4

Glen Goins
Community Development Director

cc: Richard Mendenhall



VICINITY MAP
NTS

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
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	Ex SD
---	EXIST. STORM DRAIN
---	Ex SS
---	EXIST. SANITARY SEWER
---	Ex W
---	EXIST. CULINARY WATER
---	Ex SW
---	EXIST. SECONDARY WATER
---	EXIST. FENCE
---	(XXXX)
---	EXIST. CONTOUR MAJOR
---	(XXXX)
---	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
---	SPOT ELEVATION

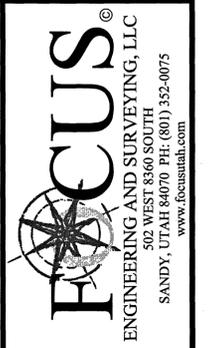


MEADOW WALK

A RESIDENTIAL SUBDIVISION
PREPARED FOR:
PUBLIC DEVELOPMENT PARTNERS
LOCATED IN:
SPRINGVILLE, UTAH

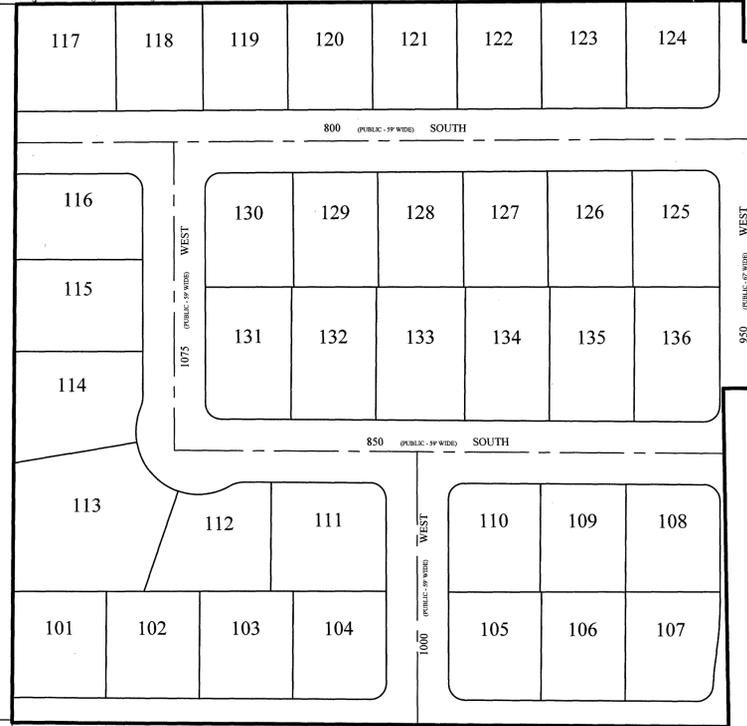
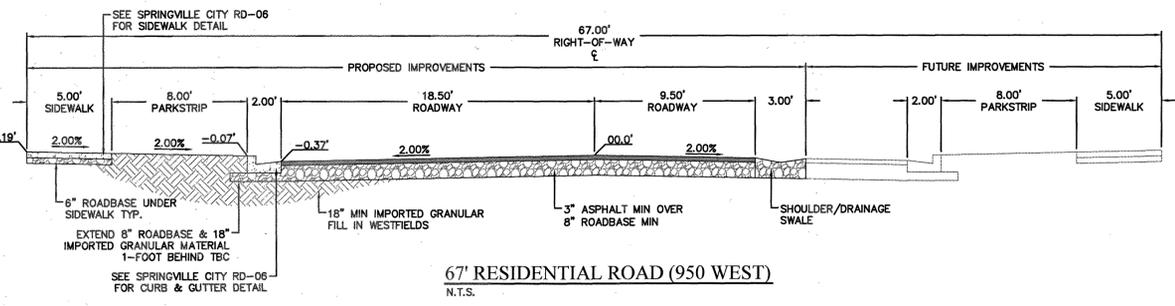
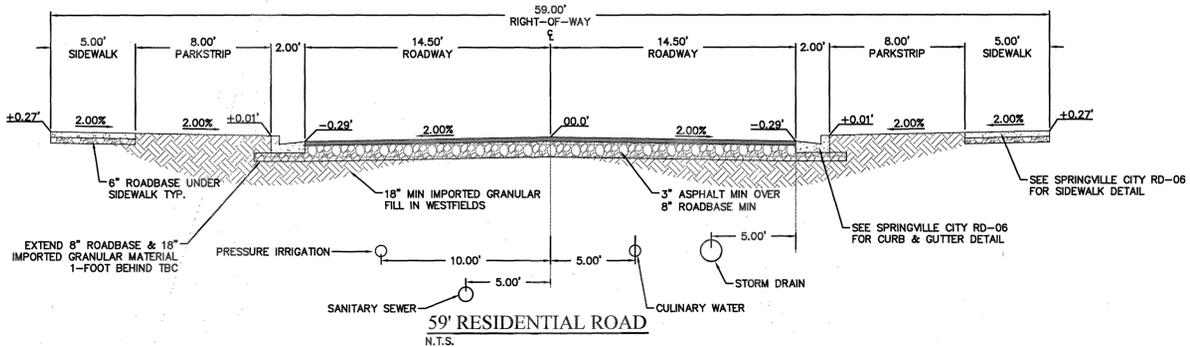
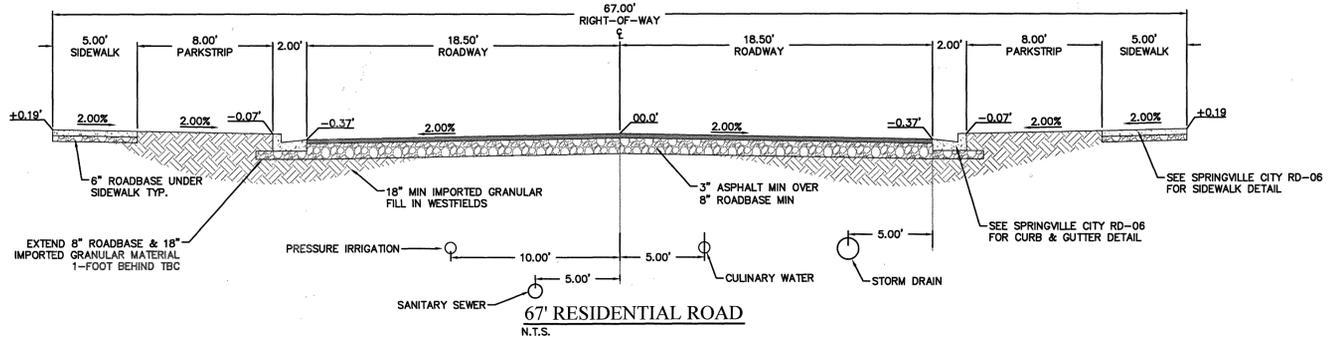
Sheet List Table

Sheet Number	Sheet Title
C1	COVER SHEET
C2	FINAL PLAT
C3	UTILITY PLAN
C4	GRADING & DRAINAGE PLAN
C5	EROSION CONTROL PLAN
PP1	P&P - 900 SOUTH
PP2	P&P - 950 WEST
PP3	P&P - 800 SOUTH
PP4	P&P - 850 SOUTH
PP5	P&P - 1000 & 1075 WEST
PP6	P&P - STORM DRAIN CONNECTION
PP7	P&P - 950 WEST LAND DRAIN
PP8	LAND DRAIN (WEST)
D1	IRRIGATION DETAIL SHEET
D2	LAND DRAIN DETAIL SHEET



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)



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.
- ALL ADA ACCESSIBLE SIDEWALK RAMP SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF SPRINGVILLE CITY STANDARD PLANS AND SPECIFICATIONS.
- PRIOR TO CONSTRUCTION A STORM WATER POLLUTION PREVENTION PLAN(S/WPPP) WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
- PRIOR TO COMMENCEMENT OF ANY WORK A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR AND ALL SUB-CONTRACTORS AND THE PROPERTY OWNER.

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 WARRANTY 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.

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.

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

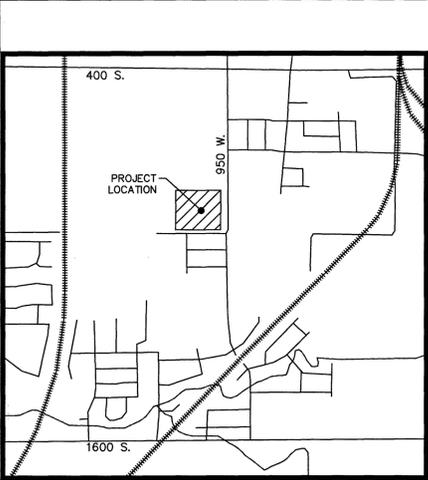
MEADOW WALK
SPRINGVILLE, UTAH
COVER SHEET

REVISION BLOCK

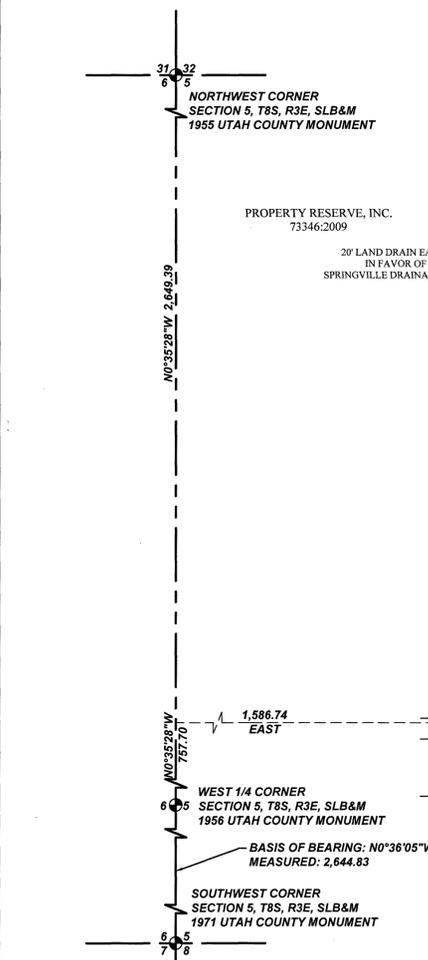
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COVER SHEET

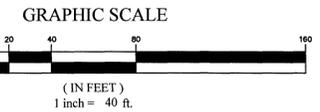
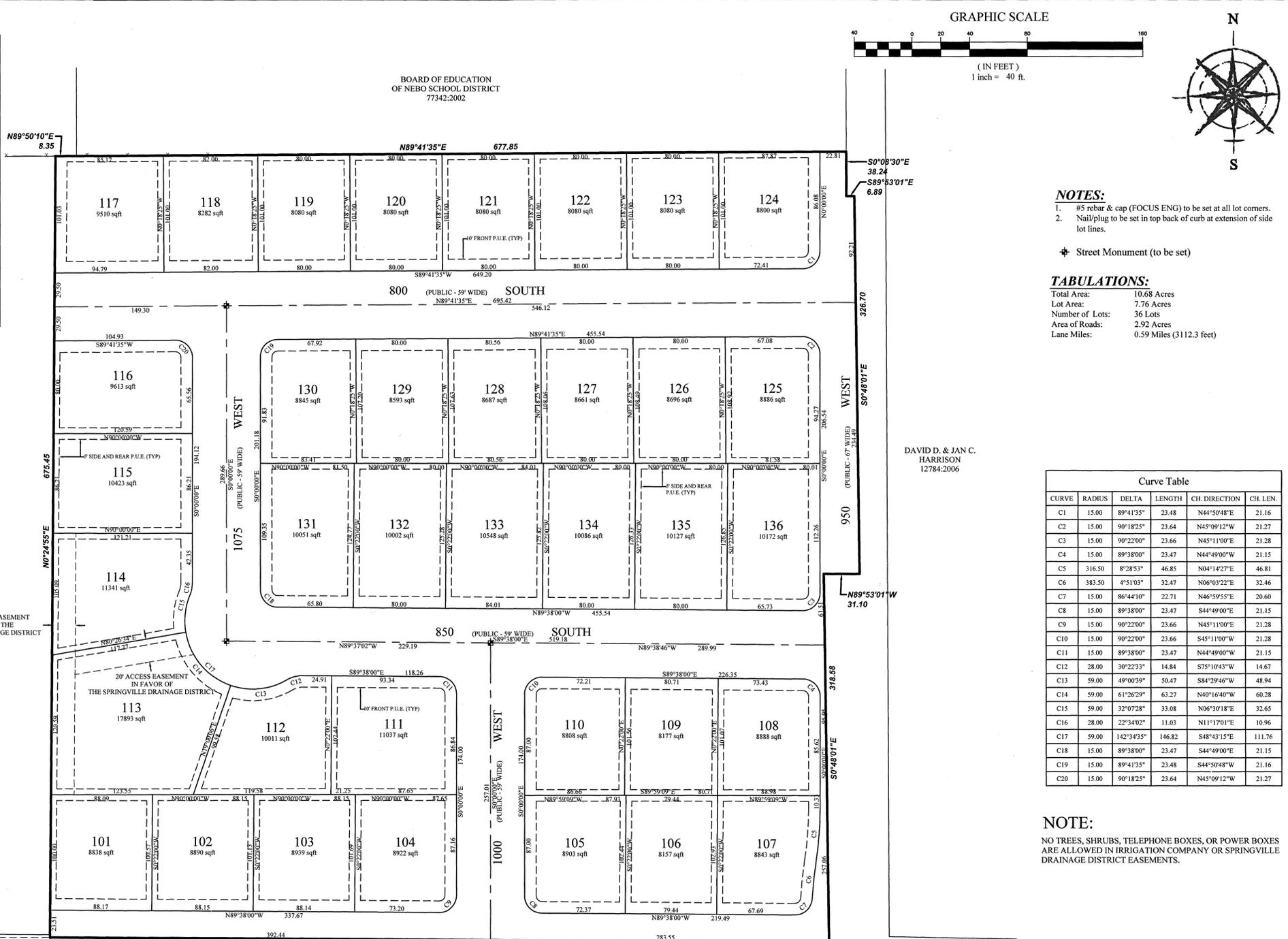
Scale:	NONE	Drawn:	JSB
Date:	5/17/2016	Job #:	15-197
Sheet:	C1		



VICINITY MAP
N.T.S.



PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com



- NOTES:**
- #5 rebar & cap (FOCUS ENG) to be set at all lot corners.
 - Nail/plug to be set in top back of curb at extension of side lot lines.

TABULATIONS:

Total Area:	10.68 Acres
Lot Area:	7.76 Acres
Number of Lots:	36 Lots
Area of Roads:	2.92 Acres
Lane Miles:	0.59 Miles (3112.3 feet)

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CH. DIRECTION	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"	59.47	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

NOTE:
NO TREES, SHRUBS, TELEPHONE BOXES, OR POWER BOXES ARE ALLOWED IN IRRIGATION COMPANY OR SPRINGVILLE DRAINAGE DISTRICT EASEMENTS.

DAVID D. & JAN C. HARRISON
12784:2006

SURVEYOR'S CERTIFICATE
I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 172675 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Dennis P. Carlisle
Professional Land Surveyor
Certificate No. 172675

Date _____

BOUNDARY 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 between the West 1/4 Corner of Section 5, T8S, R3E, SLB&M; thence 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; thence along said line the following 2 (two) courses and distances: N89°50'10"E 8.35 feet; thence 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; thence 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; thence along said deed the following 3 (three) courses and distances: S89°53'01"E 6.89 feet; thence S0°48'01"E 326.70 feet; thence 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; thence S0°48'01"E along said deed 318.58 feet to the north line of JESSIE'S BROOK Subdivision, Plat "A"; thence N89°38'00"W along said plat 675.99 feet to the point of beginning.

Contains: 10.68± acres

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, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ A.D. 20__

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____, 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____ THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
RESIDING IN _____ COUNTY

MY COMMISSION No. _____
PRINTED FULL NAME OF NOTARY

ACCEPTANCE OF LEGISLATIVE BODY

THE CITY COUNCIL OF SPRINGVILLE, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 2016.

MAYOR _____

APPROVED _____ ATTEST _____
CITY ENGINEER (SEE SEAL BELOW) CITY RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 2016 BY THE SPRINGVILLE CITY PLANNING COMMISSION.

COMMUNITY DEVELOPMENT DIRECTOR _____ CHAIRMAN, PLANNING COMMISSION _____

PLAT "A"

MEADOW WALK
SUBDIVISION
SPRINGVILLE CITY, UTAH COUNTY, UTAH

SCALE: 1" = 40 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____, 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____ THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
RESIDING IN _____ COUNTY

MY COMMISSION No. _____
PRINTED FULL NAME OF NOTARY

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____, 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____ THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
RESIDING IN _____ COUNTY

MY COMMISSION No. _____
PRINTED FULL NAME OF NOTARY

EASEMENT APPROVAL

SPRINGVILLE DRAINAGE DISTRICT _____ DATE _____



STAFF REPORT

DATE: October 11, 2016

TO: Honorable Mayor and City Council

FROM: Glen Goins, Community Development Director

SUBJECT: **MARLON BIRD SEEKING APPROVAL TO AMEND THE GENERAL PLAN LAND USE MAP FROM MEDIUM LOW DENSITY TO MEDIUM DENSITY FOR AND AMEND THE OFFICIAL ZONE MAP FROM R1-8 SINGLE-FAMILY RESIDENTIAL TO R2 SINGLE/TWO-FAMILY RESIDENTIAL ZONE FOR FOUR PROPERTIES IN THE AREA OF 700 SOUTH 400 EAST.**

RECOMMENDED MOTION

Move to DENY Ordinance No. ____-2016, keeping the General Plan Land Use Map as Medium Low Density and the Official Zone Map as R1-8 Single-Family Residential for the four properties in the area of 700 South 400 East.

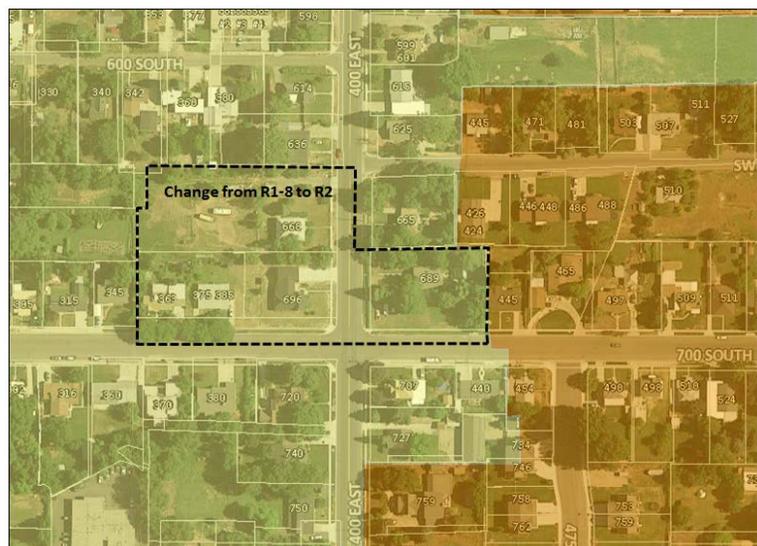
SUMMARY OF ISSUES/FOCUS OF ACTION

- Does the proposed request to rezone this property meet the requirements of the Springville City Code, particularly 11-7-1, Amendments to the Title and Zone Map?
- Does the request maintain the intent of the General Plan?

BACKGROUND

The applicant proposes to construct an accessory apartment within his home, which is currently prohibited in the R1-8 Zone.

The proposed amendments would amend the land use and zoning on the four properties shown, from Medium Low Density to Medium Density and from the R1-8 Single-Family Residential to the R2 Single/Two-Family Residential. The R2 Zone falls just east of the eastern parcel in the proposal.



The properties also fall within the Historic District. Currently, the Plat A portion of the Historic District allows accessory apartments on lots of 10,000 square feet with street frontages of 100 feet. In 2012, an amendment to the zoning map was considered for the area south of 400 South and ultimately denied after the proposal included allowing accessory apartments city-wide.

DISCUSSION

General Plan

The R1-8 Zone falls within the Medium Low Density (3.5-6 units/acre) category on the Land Use Map of the General Plan and the R2 zoning districts falls within the Medium Density (6-10 units/acre) category.

In July of 2014 the Historic Center Community Plan was adopted. The Land Use goal is to preserve the historic open feel and agricultural usage of Plat A while limiting commercial encroachment and investing in expanded green space. The Housing goal is to promote well-maintained housing and safe neighborhoods while preserving Springville's residential heritage and building upon lasting qualities of beauty and style for future generations. Some of the applicable strategies supporting the goal include:

- Strategy LU-1 – Retain the existing zoning in residential districts, while continuing to allow multi-family above main floors in the Town Center;
- Discourage infill for the Community with flag lots and utilize deep lots for limited agricultural uses such as fruit trees, gardens, and other home food production;
- Strategy H-1 - Amend the city code to allow accessory apartments throughout the Historic Center Community;
- Strategy H-3 – Develop and adopt incentives to encourage owner-occupied housing throughout this Community; and
- Strategy H-6 – Commit to protecting and retaining the primarily single-family nature of this area by not allowing additional *multi-family* dwellings.

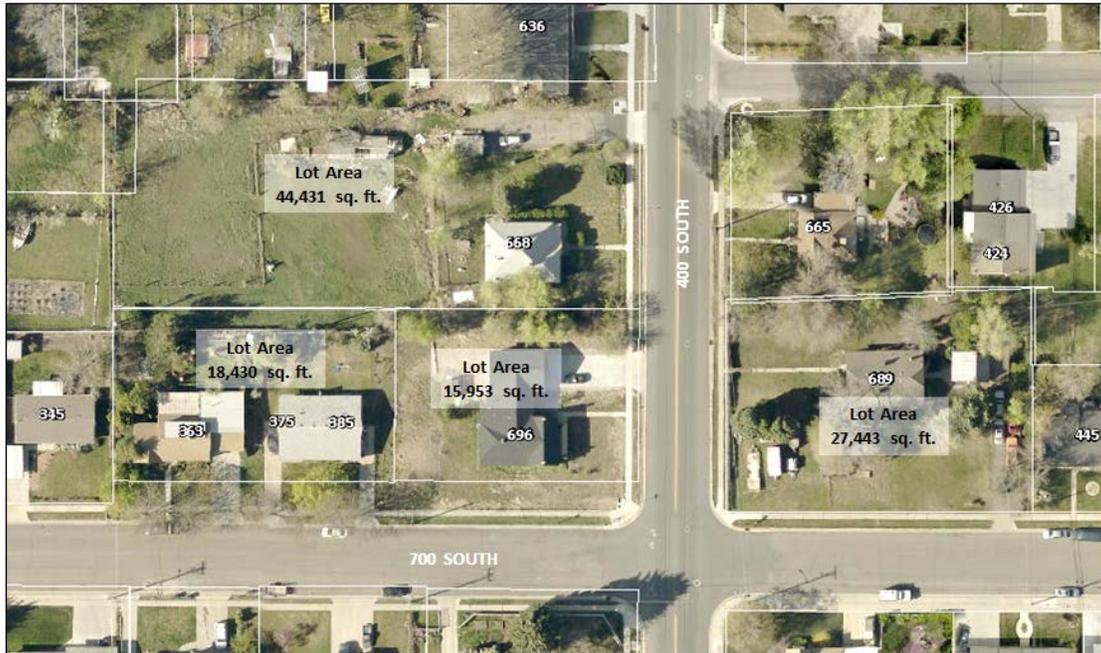
Zoning

The R2 zoning district is intended to provide for single-family and two-family residences in attached and detached dwellings at a medium density and is generally urban in nature. Street access for residents in this zone should primarily be from local and residential collector streets.

The minimum lot area and frontage requirements in the R2 Zone are as follows:

R2 Zone	Lot Area	Frontage
Single Family	7,000 sq. ft.	60 ft.
Two-Family	10,000 sq. ft.	100 ft.

All properties in the proposed rezone area exceed the minimum lot area and frontage minimums for a two-family dwelling in the R2 zoning district.



PLANNING COMMISSION CONSIDERATION

The Planning Commission considered the amendments on September 27, 2016 and held a public hearing. Below is a brief summary of the publics' comments and discussion by the commissioners:

Stan Woods - 720 South 400 East - Mr. Woods stated that he lives south of the proposed changes and is against the proposed amendment. He has a degree in architectural and historical preservation and has been impressed and pleased with the historic plan Springville City adopted two years ago. He felt the proposed change to the zone is a step back to the goals and strategies listed in the Springville Historic Community Plan. Mr. Woods then sited two strategies from the Historic Community Plan from the Land Use Section:

LU-1 — retain the existing zoning in residential districts while continuing to allow multi-family above main floors in the town center.

LU-4 — discourage infill with the community with flag lots and utilize deep lots for limited agricultural use such as fruit trees, gardens, and other home-grown food production.

Mr. Woods stated that if the zoning changes, this will obviously going against current strategy of LU-1 and could signal other properties within the Historical Community to follow suite. Almost one third of the Historic District is street right-of-way and the existing urban forest helps lower air temperature as well as other items outlined within the City plan. By rezoning, you will be losing the green aspect of the community. One of the housing goals within the Historic

Community Plan is to promote well-maintained housing and safe neighborhoods while preserving Springville's residential heritage and building upon lasting qualities of beauty and style for future generations. Mr. Woods felt the proposed zoning change will create negative ripples within the Historical District and asked that the Planning Commissioners do not approve the proposed zoning change.

Morgan Jensen -615 South 400 East - Mr. Jensen distributed photos of homes within the area that showed some of the issues they deal with in the neighborhood with some homes being taken care of and others that are not. He then thanked Mr. Bird for his beautiful renovation of the home he restored. Mr. Jensen was concerned with those individuals who own homes in the area, but live elsewhere. He was concerned that there are currently no laws or HOAs that holds home owners responsible for maintaining their properties. He expressed concern about any additional duplexes that are built in the area and are not maintained. Mr. Jensen felt the area is currently saturated with less expensive housing options. Mr. Jensen stated that Money Magazine ranks Springville the 36th best place to live in the nation. The three things they mention in their article are the Museum of Art, Splash Pad and Bartholomew Family Park. Mr. Jensen felt that beautifying this area will go a long way in making sure Springville continues to be one of the best places to live.

John Taylor - 228 East 800 South - Mr. Taylor stated he has lived on 800 South for about 15 years and his grandmother was a Crandall who grew up in one of the historic district homes. Mr. Morgan expressed concerns with the struggles of getting stable families to come into the area and stay and his excitement when Springville City created the Historic District Community Plan, which would not allow for duplex, four-plexes or apartments to be built in the area. He then reviewed some of the areas of the Plan with the Planning Commissioners. Mr. Taylor feels we should stick to the principals outlined in the Historic District Community Plan that was the result of the hard work of the Ad HOC Committee. The residents in the Historic District are not interested in having multi-family residences built.

Mike Morgan - 306 East 800 South - Mr. Morgan's reviewed some of his family history who lived in the home at 306 East 800 South. Mr. Morgan said that he has no problem with renting the current homes in the neighborhood, but does have concerns about landlords not being present and not maintaining their properties. He then listed some of the positive aspects of landlords that are present and those who keep their property well maintained. He also presented some of the negative aspects of when the landlords are not present. Mr. Morgan was not in favor of the proposed changes.

Karen Helm - 707 South 400 East - Ms. Helm discussed some of her family history and of the home she currently lives in. Ms. Helm is against the proposed zoning changes.

Sam Wilding - 512 South 300 East - Mr. Wilding stated his concerns with the proposed zoning changes and felt that if it is changed it will open up the door for other multi-family units to be built and have landlords that are not present and keeping their properties maintained.

Joanne Thorn - 391 East 800 South - Ms. Thorn expressed concern with multi-family dwellings bringing in more vehicles to the area. She felt that 400 South is saturated with traffic and traffic accidents and was concerned with how much the traffic will increase if multi-family dwellings are allowed.

Will Biesinger - 733 South 200 East - Mr. Biesinger state he supports the opposition spoken at tonight's meeting.

Judd Harward - 1988 W. Center Street - Mr. Harward stated has studied the Historic District area of Springville and feels there are illegal apartments in that area and within Springville City which are a big problem. He also stated that there are illegal accessory apartments in the homes within the Historic District area. Mr. Harward felt that the homes and areas within Plat A are declining and there are only a few isolated cases where people are fixing up and maintaining their property. Mr. Harward admires Marlon Bird for making the property and home he restored so beautiful. He then shared his personal experience with trying to make changes in the area. He has studied the area and felt it is not an area that should be preserved and gives his support again for Marlon Bird's efforts to improve the area.

Helen Vernon - 347 East 600 South - Ms. Vernon stated she is proud of the area and felt the area is improving.

Karen Ifediba - 450 South 100 East - Ms. Ifediba purchased the property at 444 South and 100 East to ensure it stayed as a single family home. She started coming to City meetings in 1999. In the year 2000, Springville City declared a moratorium on all of the multi-family housing that was taking place in Plat A. They tried to extend it to 800 South, but it was not considered Plat A, but was an original area of Springville. The moratorium stopped the knocking down of homes and putting in multi-family homes. The City created two Ad HOC committees to look into the area and maintain Plat A as a single family housing area. Since that time, there are several people who want to live in older homes and many people are purchasing them and fixing them up. The neighborhoods are becoming more stable. Ms. Ifediba was concerned that making changes to the zone would cause instability of the neighborhood and would be violating the ideas of the Ad HOC committees that were put into place about 5 years ago. Ms. Ifediba felt it would be a horrible idea to change the zoning in this area.

Erin Smith - 465 East 400 South - Ms. Smith said they purchased their home about 15 years ago and have watched the area become busier with each passing year. They have also watched the home across the street from them be rented to several different people. The landlord keeps a close eye on the home, but depending who he rents it out to will determine the condition of the yard and the home. Ms. Smith expressed concern about the zone change bringing in more drugs to the area by allowing multi-family dwellings. She supports having people like Mr. Bird coming in and beautifying the area, but her concern are with allowing more multi-family dwellings in the area and the crime it will bring. She asked the Planning Commission to determine where the City would like go with this area as we move forward.

There were no additional comments from the public.

The applicant, Marlon Bird, was allowed to give a recap. Mr. Bird said that the home he restored was the home of his grandfather and his father was born in the home. Mr. Bird was raised on the parcel behind the restored home and he loves the neighborhood and shares in the residents' desire to keep the area well maintained. Mr. Bird is not interested in flipping homes and shared both his positive and negative experience with the Historic Springville area. He raised his concerns with some of the residents who had spoken in the public hearing in opposition actually having nonconforming apartments in their homes. He doesn't understand why having duplexes built in the area would be a negative thing when they are currently renting to others by having nonconforming apartments in their homes. The General Plan calls out to provide and maintain cohesive neighborhoods with a wide-variety of housing types and densities. Mr. Bird understood the concerns of the residents who had spoken, but felt if it wasn't for zoning changes, the land would still be farm land and houses would not be built upon it. He also feels the traffic on 400 South is in increase mainly due to Mapleton residents and the high school traffic.

Commissioner Clay motioned to close the public hearing and Commissioner Clyde seconded the motion. The vote to close the Public Hearing was unanimous.

Chairman Young asked for the consideration of the Planning Commissioners.

Commissioner Ellingson asked Planner Thompson what our rules of regulation were for rental dwellings. Planner Thompson stated that in Plat A, accessory apartments are allowed on the condition of them being owner occupied. There are many homes that are nonconforming and it is very difficult to police.

Commissioner Baker stated she was on the Ad HOC committee for the Historic District and talked about the discussion in those meetings to include accessory apartments in the entire Historic District area. There was a lot of time and consideration put into the Historic District Community Plan and she felt we should follow it because it was developed and then approved by the Planning Commission and City Council. Commissioner Baker felt we should move forward with the Community Plan recommendations to extend accessory apartments into the Historic District and not just Plat A. She also felt changing the zoning would set a precedence if we spot zone in different areas, which will have ripple effects throughout the entire Historic District. The plan is in place, we just haven't acted upon it.

Commissioner Ellingson asked how many units are allowed in accessory apartments or duplexes. Planner Thompson responded by saying that a maximum of two units are allowed in the R-2 zone.

COMMISSION ACTION:

Commissioner Baker motioned to deny the approval to amend the General Plan Land Use Map from Medium Low Density Residential to Medium Density Residential and amend the Official

Zone Map from the R1-8 Single-Family Residential to the R2 Single/Two-Family Residential Zone for four properties located in the area of 700 South 400 East. Commissioner Farrer seconded the motion. The vote was six in favor to deny and one against.

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. Adopt the General Plan Map and Official Zone Map amendment(s) as proposed;
2. Amend and adopt the proposed amendment(s); or
3. Reject the proposed amendment(s).

Glen Goins
Community Development Director

cc: Marlon Bird

ORDINANCE NO. ____-2016

AN ORDINANCE AMENDING THE GENERAL PLAN LAND USE MAP FROM MEDIUM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL IN THE AREA OF 700 SOUTH 400 EAST.

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

SECTION 1: The following described area, as shown on the Generalized Future Land Use Map of the Springville City General Plan and shown on the attached Exhibit A, shall be changed to the following respective land use classifications as shown on Exhibit A (attached) from Medium Low Density Residential to Medium Density Residential.

SECTION 2: The Zoning Administrator shall cause the Generalized Future Land Use Map of the General Plan to be amended to show the change made by Section 1 above.

SECTION 3: The foregoing amendment was submitted to and considered by the Planning Commission after which a public hearing was held by the Planning Commission on September 27, 2016 which was noticed as required by law and which gave all interested parties an opportunity to be heard. The Planning Commission thereafter submitted the same to the City Council with its recommendation that the amendment be made. The City Council held a public hearing on October 18, 2016, notice of which was given as required by law. At said hearing all interested parties were given an opportunity to be heard.

SECTION 4: This amendment shall become effective with the signature of the Mayor.

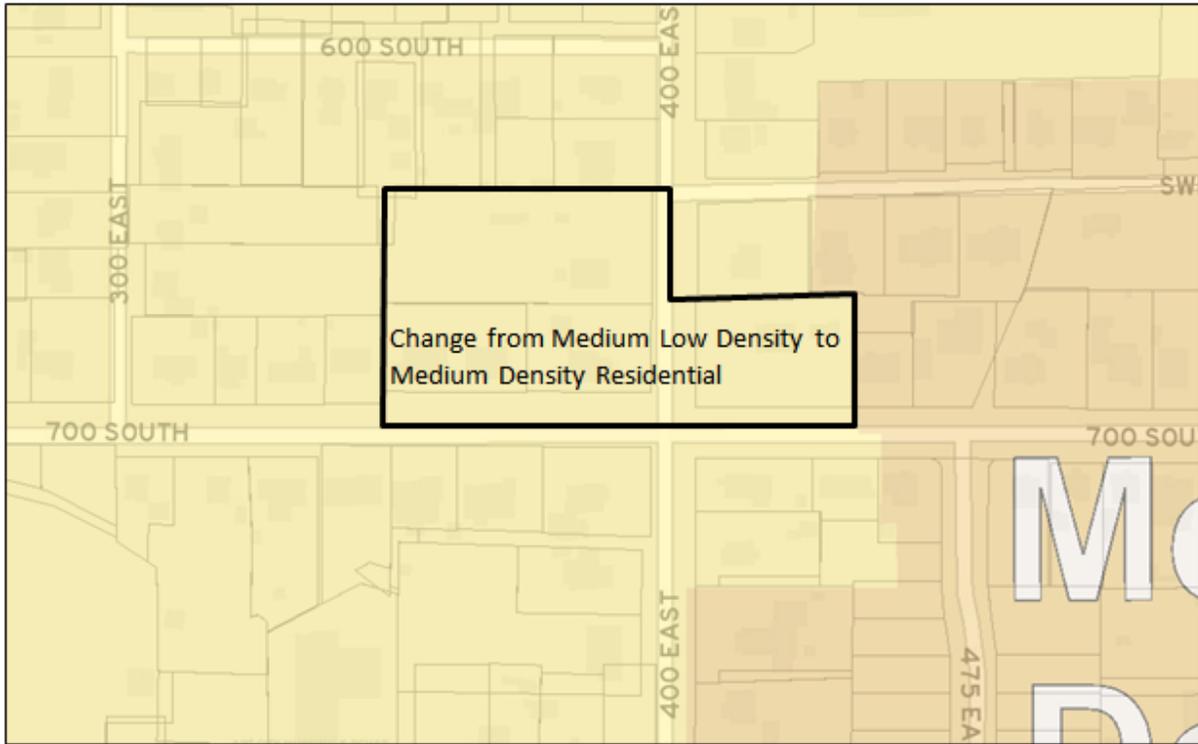
ADOPTED by the City Council of Springville, Utah, this 18th day of October, 2016.

Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder

EXHIBIT 'A'



ORDINANCE NO. ____-2016

AN ORDINANCE REZONING THE PROPERTIES IN THE AREA OF 700 SOUTH 400 EAST FROM THE R1-8 SINGLE FAMILY RESIDENTIAL ZONE TO THE R2 SINGLE/TWO-FAMILY RESIDENTIAL ZONE AND AMENDING THE OFFICIAL ZONING MAP.

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

Section 1: To the extent that the following area, as shown on Exhibit "A" is in any zone other than the R1-8 – Single Family Residential Zone, the following described area is hereby rezoned from its existing zone to the R2 Single/Two-Family Residential Zone, and hereafter all rules and regulations applicable to the R2 Single/Two-Family Residential Zone shall apply within said area.

Section 2: The Community Development Director shall cause the Official Zoning Map of the City to be amended to show the rezoning made by Section 1 above.

Section 3: The foregoing zone change was submitted to and considered by the Planning Commission on September 27, 2016, after a public hearing notice of which was given as required by law. The Planning Commission thereafter submitted the same to the City Council with its recommendation that the zone change be made. The City Council held a public meeting on the matter on October 18, 2016, notice of which was given as required by law. At said hearings, all interested parties were given an opportunity to be heard.

Section 4: All ordinances, resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5: This ordinance shall become effective one day after publication hereof in the manner required by law.

Section 6: The City Recorder shall cause this ordinance or a short summary hereof, to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

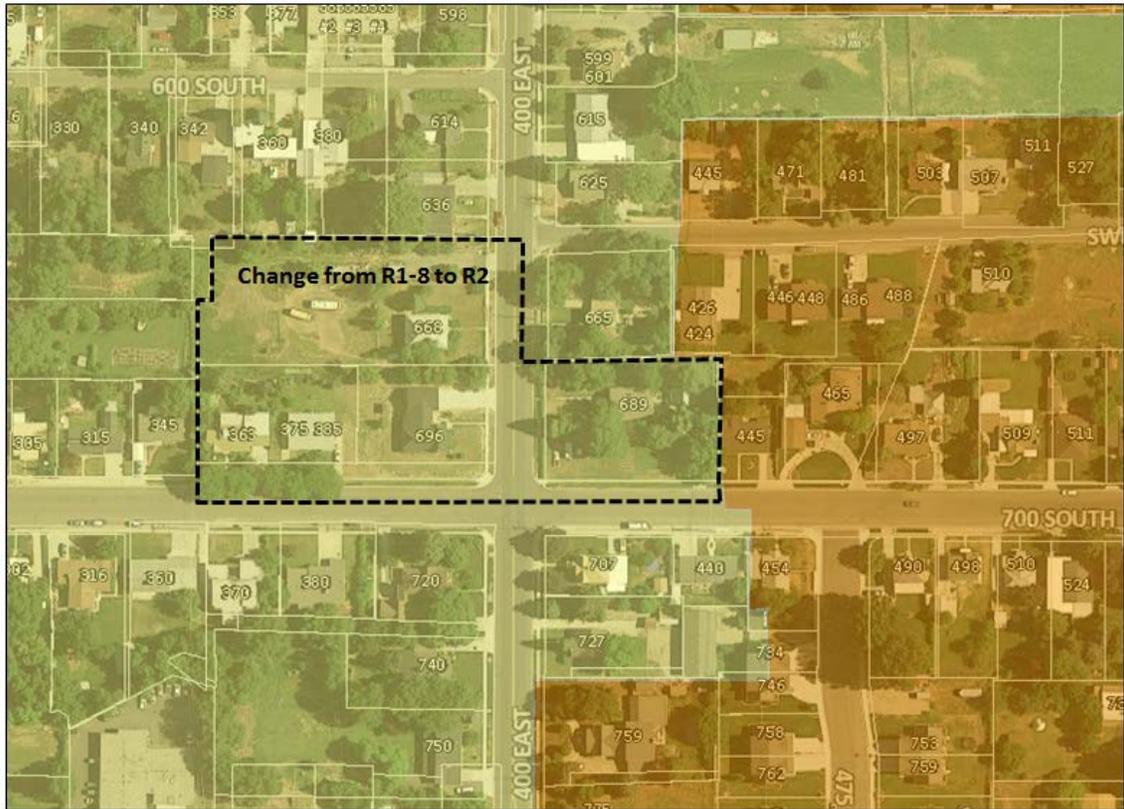
Adopted by the City Council of Springville, Utah, this 18th day of October, 2016.

Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder

EXHIBIT "A"





STAFF REPORT

DATE: October 13, 2016
TO: Mayor and City Council
FROM: Juan Garrido, Storm Water/Waste Water Superintendent
**SUBJECT: NESTLE' FROZEN FOOD COMPANY LEASE AGREEMENT
EXTENSION**

RECOMMENDATION

Move to extend the Nestle' lease agreement that expires on November 6, 2016 for another 6 months while Springville City and Nestle' finish revising a new lease agreement.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

The Springville City General Plan discusses "Community Services and Facilities" and contains the following goal:

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

Objective 7 of this goal is to:

Provide a wastewater collection and treatment system that protects the health and safety of the City, is economical, and is designed to meet the needs of Springville City now and in the future.

Strategy 7C within this objective encourages City staff to:

Continue working to ensure compliance with state and federal laws.

This lease agreement is necessary in order for Nestle' to comply with the General Pretreatment Regulations as promulgated by the US Environmental Protection Agency in 40 CFR Part 403, DWQ and the Springville City WRF Pretreatment Program.

DISCUSSION

Pretreatment Program

Section 4 Pretreatment of Wastewater

4-14-401 Pretreatment Facilities

“Users shall provide wastewater treatment as necessary to comply with this ordinance and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Sections 4-14-301 through 4-14-306 of this Ordinance within the time limitations specified by the EPA, the State, or the POTW Manager, whichever is more stringent. **Any facilities necessary for compliance shall be provided, operated, and maintained at the user’s expense.** Detailed plans describing such facilities and operating procedures shall be submitted to the POTW Manager for review, and shall be acceptable to the POTW Manager before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to Springville City under the provisions of this Ordinance.”

Lease Agreement language

Section 20 Approvals.

“This Lease is conditioned upon and subject to approval by the State of Utah Department of Environmental Quality with respect to the relocation of the sampling point for discharge of effluent under discharge permit No. 3 from the city of Springville, Utah to Tenant from its current location (being the last manhole located on Tenant’s food processing plat) to the discharge point from the pretreatment facility located in the Demised Premises.”

Industrial Wastewater Discharge Permit No. 3

Section II. Self-Monitoring and Reporting. A. Requirements.

“Nestle’ Frozen Foods shall have all self-monitoring samples..... **The following parameters shall be monitored at the south east sampling manhole where the effluent leaves the pretreatment facility”**

DATE: October 14, 2016
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director

SUBJECT: HOBBLE CREEK CLUBHOUSE IMPROVEMENTS

RECOMMENDED MOTION

The Finance Department recommends a motion to approve a Lease Agreement for the Hobble Creek Golf Course Clubhouse with Sunroc Building Materials.

SUMMARY OF ISSUES/FOCUS OF ACTION

Following an RFP process, the City has negotiated a Lease Agreement with Sunroc Building Materials for the lease of portions of the Hobble Creek Golf Course Clubhouse to Sunroc Building Materials including certain improvements to the facility and the operation of restaurant and banquet operations.

BACKGROUND

With an aging clubhouse at the Hobble Creek Golf Course, the City has been exploring design and funding alternatives for remodeling the clubhouse facility. After outsourcing the food service operations to several different vendors for the last few seasons, the City recently issued a request for proposals (RFP) for a public/private partnership that would provide an arrangement whereby a private entity would make improvements to the Hobble Creek Golf Course clubhouse and then provide restaurant and event hosting services in the newly remodeled clubhouse with the intent that this would result in a longer term relationship that what the course has seen for the last few years.

DISCUSSION

The City received two proposals in response to the RFP that was issued, one from Sunroc Building Materials, which is currently operating the food service operation at Hobble Creek and one from Siempre, LLC, which currently owns and operates the golf course, commercial offices and event space at Sleepy Ridge Golf Course in Orem. The proposals are summarized below:

Sunroc

- The Sunroc proposal is to redesign and remodel the interior of the clubhouse with functional improvements to the entrance, lobby, kitchen, and restaurant area including the addition of bathrooms on the main floor. Also included would be improvements to the lower level restrooms and locker area and the outside patio area.
- Sunroc would continue to operate the snack bar/grill along with banquets and events.
- Sunroc would manage the improvements with the City contributing \$250,000 to the project and Sunroc contributing \$100,000 with the value of the contribution being returned to Sunroc in the form of credit for golf events and advertising on the course.

- Sunroc would operate on a 10-year lease and make payments to the City of four percent of gross revenue

Siempre, LLC

- Siempre proposes to expand the event room to approximately 3,000 feet with the addition of finished space to the south (deck area) of the existing clubhouse. Additionally, Siempre proposes renovation of the remaining interior space of the clubhouse, the addition of restrooms on the main floor, moving the grill to the lower level and reconfiguring the event space upstairs. Additional parking, cart storage and landscaping would be provided.
- Siempre would operate the event space as a reception center for golf events as well as weddings and private gatherings. Siempre would also be responsible for restaurant service for golf operations.
- Siempre proposes a project budget of \$1,000,000 and dedication of three percent of gross revenues each year to capital improvements (reserve account) for mutually agreeable maintenance and improvements to the facility.
 - Under the original proposal, Siempre would contribute \$500,000 to the project and the city would contribute \$500,000. Siempre would recover its initial investment over the course of a 50-year lease with the first 25 years being rent free and the next 25 years at an agreed-upon rental rate.
 - Following a number of discussions including discussions with Sunroc on the possibility of a three-way partnership, Siempre currently is offering to front \$650,000 with \$150,000 of that being repaid by the City under terms to be negotiated; Sunroc contributing \$100,000 with advertising and course credit as the means for recovery; and the city contributing \$250,000 in cash up front. Siempre would still be responsible for food services, but may contract with Sunroc to continue operating as they currently are.

After presentations by staff and Siempre, LLC and discussion by Council, Siempre, LLC withdrew its proposal. Subsequently, the City re-opened discussions with Sunroc and have negotiated a Lease Agreement (attached) consistent with their response to the RFP.

ALTERNATIVES

The Council could direct staff to do nothing and continue operating to maintain the status quo or direct staff to continue searching for more favorable terms with either Sunroc or another partner.

FISCAL IMPACT

The City currently has a clubhouse improvement project budget with a balance of approximately \$145,000. Under this lease agreement, the city would need to budget an additional \$105,000 and agree to offering \$100,000 of course credit to Sunroc in the form of golf events and advertising over the course of the lease term.

DATE: October 13, 2016

TO: Honorable Mayor and City Council

FROM: Glen Goins, Community Development Department

SUBJECT: AMENDMENT TO GENERAL PLAN CHAPTER 4, TRANSPORTATION AND CIRCULATION ELEMENT

RECOMMENDED MOTION **The Planning Commission recommends approval**

SUMMARY OF ISSUES/FOCUS OF ACTION

The Transportation and Circulation element of the general plan contains a redundant graphic, detailing 4 street standards. If the city’s street standards are amended in the future, this figure of the general plan will be rendered obsolete. Because this information is customarily found in the city’s standard specifications and drawings, and not ordinarily found in the general plan, it is proposed to be removed and replaced by language referencing the city’s standard specifications and drawings. There is also a map in this section which has been updated as part of the Transportation Master Plan (“the TMP”) which will be removed from the general plan, to avoid conflicts and confusion.

BACKGROUND

Chapter 4 of the general plan, the Transportation and Circulation element, currently contains a figure showing a series of 4 street standards, including right-of-way, asphalt, sidewalk, parkstrip, and curb and gutter widths. The graphic represents the city’s engineering standards for those 4 types of streets. Because the standards are occasionally amended, this change will prevent the general plan having to be amended each time a street standard changes.

Also, Map 4-1, “2040 Build PM Peak Volume Capacity & Level of Service,” has been updated in the TMP, and to avoid conflict between plans, and to eliminate the need to update the general plan each time this map is updated. This map is proposed to be eliminated and to allow the TMP to be the source for this information.

DISCUSSION

This information is not typically included as part of the general plan. While it is not uncommon for street standards to be referenced in the plan, including specific street standard drawings may render portions of that general plan element obsolete if the standards are amended in the future.

If the standards are amended, and an obsolete street standard is found in the plan, the potential exists for conflict if expectations are made, or economic decisions are based on outdated standards. Although the adopted standards would prevail over the policy document of the general plan in such a conflict, it is more prudent to eliminate the potential for conflict altogether.

This action will also eliminate the need to amend the general plan each time standards are amended.

COMMISSION ACTION: October 11, 2016

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Ellingson	✓	
Clyde		
Baker		
Farrer	✓	
Mertz		
Clay	✓	
Young	✓	

ALTERNATIVES

1. Adopt the General Plan Map Amendment(s) as proposed;
2. Amend and adopt the proposed amendment(s);
3. Reject the proposed amendment(s).

Glen Goins
Community Development Director

Attachments

ORDINANCE NO. ____-2016

AN ORDINANCE AMENDING CHAPTER 4, THE TRANSPORTATION AND CIRCULATION ELEMENT OF THE SPRINGVILLE GENERAL PLAN.

WHEREAS, the Springville City Planning Commission has reviewed and proposed amendments to the Springville City General Plan and has recommended, after notice and public hearing, which gave all interested parties an opportunity to be heard, as required by State law, that the Transportation and Circulation Element of the General Plan be amended; and

WHEREAS, the Springville City Council, after notice and public hearing, while gave all interested parties an opportunity to be heard, as required by State law, has determined that it is in the best interest of the City to amend the Springville City General Plan in the manner recommended by the planning commission,

NOW, THEREFORE, BE IT RESOLVED by the Council of Springville City, Utah that the Transportation and Circulation Element of the Springville City General Plan is amended to remove Map 4-1, 2040 Build PM Peak Volume Capacity & Level of Service, and amend certain text elements containing references to Map 4-1, as well as to remove Figure 4-5, Standard street cross-sections, and amend certain text elements containing references to Figure 4-5.

This ordinance shall become effective upon adoption by the Council of Springville City.

ADOPTED by the City Council of Springville, Utah, this ____ day of _____, 2016.

Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder

4 TRANSPORTATION AND CIRCULATION

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- 4.2.4 Functional Classification
- 4.2.5 Collector Streets Standards

4.3 Alternative Transportation

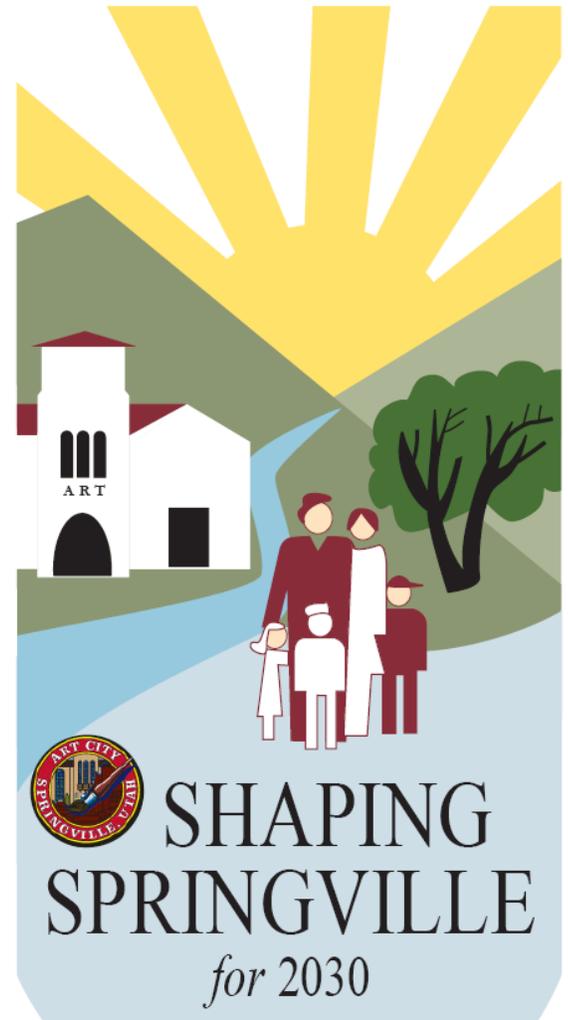
- 4.3.1 Complete Streets
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- Map 4-3—Public Transportation
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- Map 4-5—Bikeways
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GOAL: *To provide and maintain a vibrant, multi-modal transportation network that encourages flow, safety, and consideration for the aesthetics of the community.*

4.1 Background

Transportation serves an essential role in the overall quality of life and economic well-being of the community. Functioning street systems account for the vast majority of all trips occurring in Springville. While the majority of transportation within Springville takes place in personal vehicles, providing for a range of options is important for those who have limited or no access to private vehicles, along with those who choose other means of transportation. Transportation systems need to function well within the City and provide excellent access to neighboring communities and the larger region. Planning to meet the variety of transportation needs of the City requires continual planning efforts and implementation.

In 2004, Springville City adopted its most recent Streets Element of the General Plan, which was done in connection with a Master Plan, Capital Improvements Program, and impact fees. In 2009, updated traffic modeling and transportation analysis was performed preparatory to updating the General Plan. Other regional transportation efforts have included the Provo to Nebo Corridor Study focusing on major street systems in south Utah County. These plans and studies are important in anticipating the needs of traffic circulation resulting from growth in the area.

Additional issues identified in this element include mass transit, pedestrian-

oriented design, and bicycle travel. Included is discussion of completing the streets to make them safe, comfortable, inviting, and accessible for all citizens (~~see~~ **Figure 4-1**).

4.2 Streets

Springville City Engineering Division indicates there are 170 road miles in Springville. The City maintains 140 miles and the state or federal government maintains the remaining 30 miles.

4.2.1 Travel Demand Modeling

Travel demand modeling is done by transportation planning agencies to determine the number of vehicles on roads and transit usage in the region for a specified future year. The model determines trips based on land uses and where people live, work, shop, and recreate. The travel demand model is an important tool for the analysis of disaggregated information as well as evaluation of proposed street plans.

In 2009, InterPlan Transportation Consultants updated the Mountainland Association of Governments (MAG) travel demand model and assisted with planning a roadway network for Springville City. This process allows all analysis to be consistent with the Springville plans as well as with those of MAG and other cities in the region. As such, the current MAG Regional Transportation Plan for the 2030 road network along with findings from their recent Provo to Nebo Corridor Study are included in this model.

Once the travel demand model was updated, future year scenarios were run to determine the future volume of traffic on





Figure 4-1 Center median on Main Street

Springville roads as well as the level of service of those roads.

4.2.2 Levels of Service

Modeling future conditions provides information about portions of the transportation system which may be congested. One way to anticipate problems is to look at the level of service. Level of service (LOS) is a measure of traffic congestion. Specifically, it is a traffic engineering term used to describe the amount of travel delay on a roadway network or at an intersection with a range from “A” to “F”, with F representing the worst conditions. **Transportation Appendix-Figure 1** shows a visual representation and definitions for the LOS for suburban arterials as defined by the Transportation Research Board in the Highway Capacity Manual (HCM 2000).

Since traffic and overall travel are usually most congested during the morning and afternoon peak travel periods, it is

advantageous to try to relieve congestion for these periods. Lessening congestion in peak periods would solve almost all travel problems for most conditions throughout the day. Typically, LOS D service flow rates are used in analysis in order to ensure acceptable traffic operations. LOS D is targeted because designing for a better LOS may require too much right-of-way and too many expenses for little benefit, while a worse LOS would increase congestion in more than just the peak periods.

The addition of the Spanish Fork Main Street Connector (see **Figure 4-2**) removes the LOS failure seen in previous modeling west of I-15 and appears to lessen congestion on US-89. ~~Main Street, 400 South, and 1200 West continue to be south of 1600 South and SR-51.~~ The additional minor collectors in the network will reduce the segments experiencing LOS D or worse. **Map 4-1 2040 PM Levels of Service** shows the future levels of service on Springville’s streets.





SPRINGVILLE CITY GENERAL PLAN

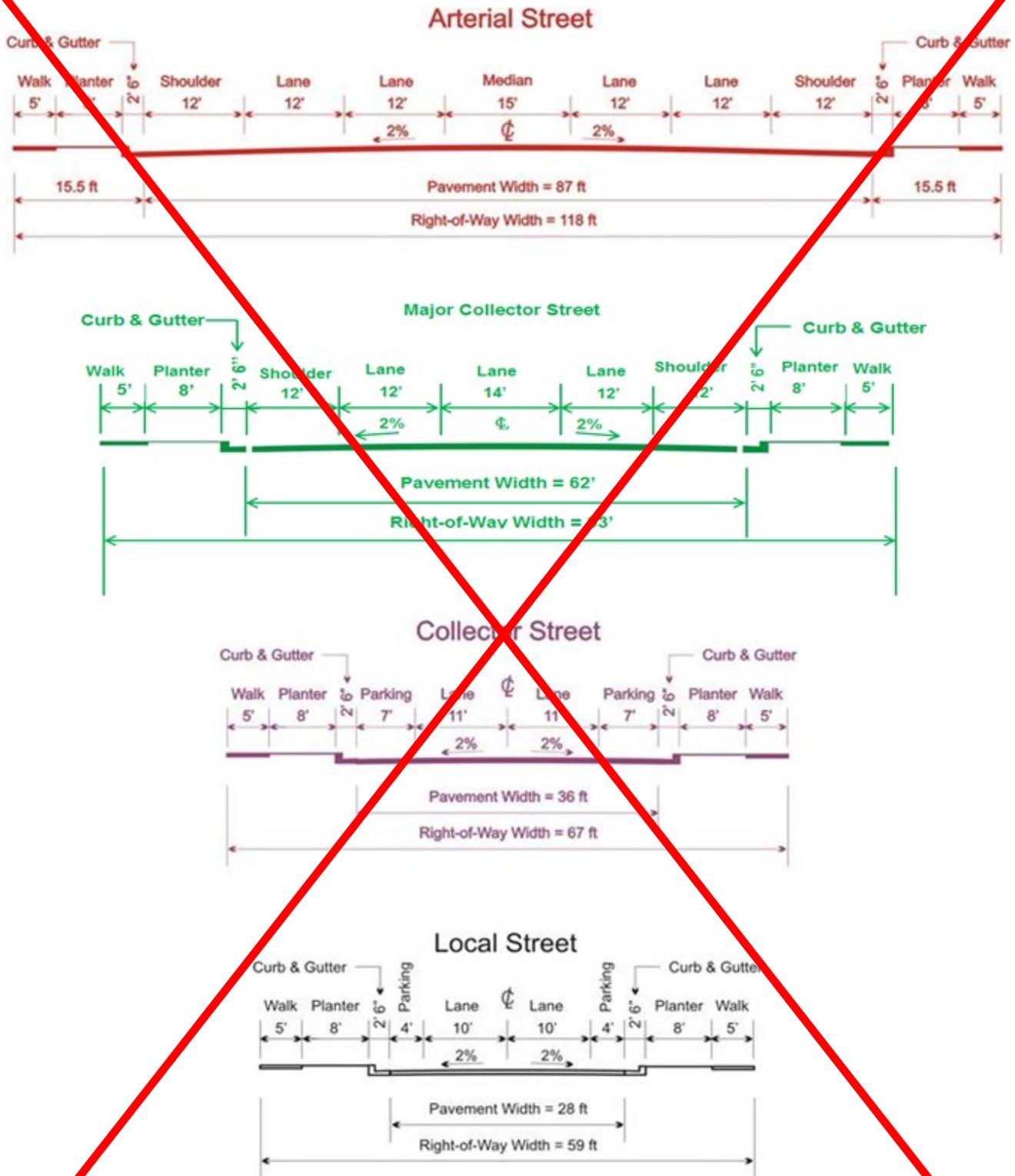


Figure 4. Standard street cross-sections



-4). Illustrations of Springville's street standards are [included in Figure 4-5. found in the city's Engineering Standard Specifications and Drawings.](#)

4.2.5 Collector Street Standards

The City's functional classification plan includes both major and minor collectors. These two collector types have differing cross-sections and function differently. Major collectors are displayed on the **Map 4-2 Functional Classification** in green and try to balance the conflicting functions of mobility and property access (driveways). Major collectors are planned to have one travel lane in each direction with a center turn lane and twelve foot shoulders [as shown in Figure 4-5](#). Major collectors or higher functioning streets should be spaced a half mile to a quarter mile apart.

Major collectors are not specifically designed to be limited access facilities; however, the fewer access points, the better the street functions for traffic flow. Cross street and driveway spacing can be key to maintaining mobility on major collectors. Minimum spacing standards to use include 300 feet minimum cross street spacing with 150 feet minimum access spacing. Major collectors typically have posted speed limits of 30 to 40 miles per hour (MPH).

Minor collectors, sometimes called residential collectors, are displayed on the **Map 4-2 Functional Classification** in purple and are designed to provide access to property owners along the roadway. Minor collectors are the smallest classification of streets in commercial and manufacturing areas. They include one travel lane in each direction with seven foot shoulders [as shown in Figure 4-5](#). Minor collectors or higher functioning streets should be spaced

a quarter mile apart.

Minor collectors are not designed to limit the number of driveways or maintain minimum access spacing. Minor collectors are very similar to local streets in design and function. They typically have posted speed limits of 25 to 30 miles per hour (MPH).

Local streets exist to provide access to adjacent property in residential areas. Their narrow width is intended to slow traffic and help create safer neighborhoods.

Changes in street classification between 2004 and 2009 are shown in **4.3 Transportation and Circulation Appendix Table 1**.

Alternative Transportation

It is in the City's interest to provide a safe, inviting, accessible, and comfortable environment for pedestrians and those who use transportation other than a personal motor vehicle. Completion of streets and traffic calming devices are used to achieve a balanced thoughtful transportation system that accommodates all users. Rail transport and the Springville-Spanish Fork Airport will also be discussed in this section. **Map 4-3 Public Transportation** shows existing and proposed mass transit routes, existing and proposed bikeways, and the location of the Springville-Spanish Fork Airport.

4.3.1

Complete Streets

Complete streets are safe routes of transportation for many types of users such as pedestrians, motorists, and bikers. Due to the many benefits they offer the community, Springville has begun improvements to provide safer and more complete streets. These improvements will



ORDINANCE NO. #_____

AN ORDINANCE ADOPTING THE SPRINGVILLE TRANSPORTATION MASTER PLAN, IMPACT FEE FACILITY PLAN, AND IMPACT FEE ANALYSIS; AND ENACTING TRANSPORTATION IMPACT FEES.

WHEREAS, Springville City has legal authority pursuant to Title 11, Chapter 36a of the Utah Code known as the “Impact Fee Act” (hereinafter the “Act”) to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to new development activity; and

WHEREAS, the City has historically assessed impact fees as a condition of development approval in order to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, on June 23, 2014, pursuant to Section 11-36a-501 of the Act, the City noticed its intent to prepare or amend Springville City's Transportation Impact Fee Facilities Plan and Impact Fee Analysis for Springville's roadway facilities by posting the notice on the Utah Public Notice Website; and

WHEREAS, Horrocks Engineers has prepared the "2016 Springville Transportation Master Plan" (the "TMP"), attached as Exhibit A; and

WHEREAS, pursuant to the requirements of Sections 11-36a-301 and 11-36a-302 of the Act, Horrocks Engineers has prepared the "Springville City Impact Fee Facilities Plan" (the "IFFP"), attached as Exhibit B, which Horrocks Engineers has certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, pursuant to the requirements of Sections 11-36a-303 and 11-36a-304 of the Act, Zions Public Finance, Inc. has prepared the "Springville City Transportation Impact Fee Analysis" (the "IFA"), attached as Exhibit C, which Zions Public Finance, Inc. has certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, Zions Public Finance, Inc. has also calculated for enactment Transportation Impact Fees as set forth in the IFA and pursuant to Section 11-36a-305 of the Act; and

WHEREAS, on October 7, 2016, pursuant to Section 11-36a-502 of the Act, a full copy of the TMP, IFFP, IFA and this Impact Fee Enactment Ordinance, along with an executive summary of

the IFFP and the IFA that was designed to be understood by a lay person, were made available to the public at the Springville City Public Library and posted on the City's Website; and

WHEREAS, on October 7, 2016, the Provo Daily Herald published a notice of the date, time, and place of the public hearing to consider the TMP, IFFP, IFA and this Impact Fee Enactment Ordinance; and

WHEREAS, on October 18, 2016, the Springville City Council held a public hearing regarding the proposed TMP, IFFP, IFA and this Impact Fee Enactment Ordinance; and

WHEREAS, the Springville City Council does now desire to hereby approve and adopt the TMP, IFFP, IFA, and the Transportation Impact Fee pursuant to the requirements of Sections 11-36a-401 through 11-36a-403 of the Act.

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

SECTION 1: Adoption.

The "2016 Springville Transportation Master Plan" (the "TMP"), "Springville City Impact Fee Facilities Plan" (the "IFFP"), and "Springville City Transportation Impact Fee Analysis" (the "IFA"), attached as Exhibits A, B and C are hereby approved, adopted and incorporated herein by reference. (The TMP, IFFP and IFA are collectively hereinafter referred to as the "Impact Fee Documents.") The Transportation Impact Fees set forth in the IFA and this Ordinance are hereby approved and enacted.

SECTION 2: Service Area.

The service area established in the Impact Fee Documents and for which the Transportation Impact Fees are established and imposed is all of Springville City (the "Service Area"). The Service Area is established based upon sound planning and engineering principles for the City's transportation system services.

SECTION 3: Level of Service.

The existing level of service provided by the City's transportation system shall remain the same as it was prior to this Ordinance and is hereby again adopted as the level of service to be provided throughout the City. As stated in the IFFP, the current level of service ("LOS") is LOS D. The "IFFP will not make changes to the existing level of service, and LOS D will be the standard by which future

growth will be evaluated." (IFFP, p. 3) The existing and proposed level of service is described on pages 1 through 3 of the IFFP.

SECTION 4: Impact Fee Analysis and Impact Fee Calculations.

As found in the Impact Fee Documents, the Transportation Impact Fee calculation is based on the following:

1. Elements. In calculating the Transportation Impact Fee, the City has included those costs allowed, including debt service, if any, that are found under Section 11-36a-305 of the Act.
2. Proportionate Share Analysis. Included within the Impact Fee Documents is a proportionate share analysis as required by Section 11-36a-304 of the Act.
3. Formula. The Transportation Impact Fee is based upon the Act’s required proportionate share analysis in determining the total project costs to maintain the City’s current Transportation system level of service for new development activity that will occur during the next six (6) to ten (10) years. The following schedule of Transportation Impact Fees is found in the IFA and is a schedule of impact fees for each type of development activity that specifies the amount of the impact fee to be imposed for each type of system improvement, and/or the following is the formula the City will use to calculate each impact fee.

Summary of Impact Fees

TABLE 10: SUMMARY OF GROSS IMPACT FEE

Summary of Cost per PM Peak Hour Trip	Amount
Buy-In to Excess Capacity	\$0.00
New Construction	\$1,348.63
Consultant Cost	\$2.55
Fund Balance Credit	\$0.00
Cost per PM Peak Hour Trip	\$1,351.18

The total cost per trip is then applied to the daily PM peak hour trips generated by various land use types. The more trips that are associated with a particular land use or development, the greater its impact on the street system.

The IFFP explains that trips generated need to be divided by two in order to avoid double-counting such as when a person leaves home and goes to work.

"There is a minor discrepancy in the way ITE calculates trips and the way trips or roadway volumes are calculated in the travel demand modeling used in the Springville TMP. This

discrepancy is explained by the model roadway volumes and capacities being calculated using daily traffic volumes rather than trips on the roadway. Essentially this means that a travel demand model "trip" or unit of volume is counted once as a vehicle leaves home, travels on the road network and then arrives at work. This vehicle will only be counted as it travels on the roadway network. The ITE Trip Generation method uses driveway counts as its measure of a trip. Therefore a vehicle making the same journey will be counted once as it leaves home and once again as it arrives at work for a total of two trips. This can be rectified simply by adjusting the ITE Trip Generation rates by one-half.⁹²

This adjustment by 50 percent has been made in the calculation of impact fees shown below. More categories, other than the major groupings shown below and recommended to the City, are included in Appendix A.

TABLE 11: SUMMARY OF GROSS IMPACT FEE

Category	Units; Per	ITE Trips	Adjusted Trips	Maximum Fee
130 - Industrial Park	1000 Sq. Feet Gross Floor Area	0.84	0.42	\$567.49
210 - Single-Family Detached Housing	Dwelling Unit	1.02	0.51	\$689.10
220 - Multi-Family / Apartment (Greater than 4 Units)	Dwelling Unit	0.67	0.335	\$452.64
230 - Multi-Family / Condo, Townhouse	Dwelling Unit	0.52	0.26	\$351.31
254 - Assisted Living Center	Bed	0.35	0.175	\$236.46
310 - Hotel	Room	0.61	0.305	\$412.11
560 - Church	1000 Sq. Feet Gross Floor Area	0.94	0.47	\$635.05
710 - General Office Building	1000 Sq. Feet Gross Floor Area	1.49	0.745	\$1,006.63
820 - Shopping Center / Strip Mall	1000 Sq. Feet Gross Leasable Area	3.71	1.855	\$2,506.43

The above impact fee calculations are more fully described in the IFA, particularly on pages 8 through 12. Additional ITE categories are found in Appendix A of the IFA and states as follows:

Appendix A – Sample Table of ITE Categories

The City may choose to combine retail categories in order to avoid large discrepancies between fees for development of different types.

Category	Units; Per	ITE Trips	Adjusted Trips	Maximum Fee PM Peak Fee
130 - Industrial Park	1000 Sq. Feet Gross Floor Area	0.84	0.42	\$567.49
140 - General Manufacturing *	1000 Sq. Feet Gross Floor Area	0.75	0.375	\$506.69
151 - Storage Units	1000 Sq. Feet Rentable Storage Area	0.22	0.11	\$148.63
152 - Warehouse / Distribution Center	1000 Sq. Feet Gross Floor Area	0.16	0.08	\$108.09
210 - Single-Family Detached Housing	Dwelling Unit	1.02	0.51	\$689.10
220 - Multi-Family / Apartment (Greater than 4 Units)	Dwelling Unit	0.67	0.335	\$452.64
230 - Multi-Family / Condo, Townhouse, Duplex, Triplex, Quadplex	Dwelling Unit	0.52	0.26	\$351.31
240 - Mobile Home / RV Park	Dwelling Lot	0.60	0.3	\$405.35
254 - Assisted Living Center	Bed	0.35	0.175	\$236.46
310 - Hotel	Room	0.61	0.305	\$412.11
444 - Movie Theatre < 10 Screens	1000 Sq. Feet Gross Floor Area	3.80	1.9	\$2,567.23
445 - Movie Theatre > 10 Screens	1000 Sq. Feet Gross Floor Area	4.91	2.455	\$3,317.14
492 - Health/Fitness Club	1000 Sq. Feet Gross Floor Area	4.06	2.03	\$2,742.89
520 - Elementary School	1000 Sq. Feet Gross Floor Area	3.11	1.555	\$2,101.08
522 - Middle School / Junior High School	1000 Sq. Feet Gross Floor Area	2.52	1.26	\$1,702.48
530 - High School	1000 Sq. Feet Gross Floor Area	2.12	1.06	\$1,432.25
534 - Private School (K-8)	1000 Sq. Feet Gross Floor Area	6.53	3.265	\$4,411.59
560 - Church	1000 Sq. Feet Gross Floor Area	0.94	0.47	\$635.05
565 - Day Care Center	1000 Sq. Feet Gross Floor Area	13.75	6.875	\$9,289.33
590 - Library	1000 Sq. Feet Gross Floor Area	7.20	3.6	\$4,864.23
610 - Hospital	1000 Sq. Feet Gross Floor Area	1.16	0.58	\$783.68
710 - General Office Building	1000 Sq. Feet Gross Floor Area	1.49	0.745	\$1,006.63
720 - Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	4.27	2.135	\$2,884.76
770 - Business Park	1000 Sq. Feet Gross Floor Area	1.26	0.63	\$851.24
812 - Building Materials and Lumber Store	1000 Sq. Feet Gross Floor Area	5.56	2.78	\$3,756.27
817 - Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	9.04	4.52	\$6,107.31
820 - Shopping Center / Strip Mall	1000 Sq. Feet Gross Leasable Area	3.71	1.855	\$2,506.43
826 - Specialty Retail Center	1000 Sq. Feet Gross Leasable Area	5.02	2.51	\$3,391.45
841 - Automobile Car Sales	1000 Sq. Feet Gross Floor Area	2.80	1.4	\$1,891.65
848 - Tire Store	1000 Sq. Feet Gross Floor Area	4.15	2.075	\$2,803.69
850 - Supermarket	1000 Sq. Feet Gross Floor Area	8.37	4.185	\$5,654.67
851 - Convenience Store	1000 Sq. Feet Gross Floor Area	53.42	26.71	\$36,089.89

Category	Units; Per	ITE Trips	Adjusted Trips	Maximum Fee PM Peak Fee
912 - Bank / Financial Institution	1000 Sq. Feet Gross Floor Area	26.69	13.345	\$18,031.43
918 - Hair / Nails / Massage / Beauty Salon / Day Spa	1000 Sq. Feet Gross Floor Area	1.93	0.965	\$1,303.88
932 - Restaurant, Sit-Down (Low Turnover)	1000 Sq. Feet Gross Floor Area	9.02	4.51	\$6,093.80
932 - Restaurant, Sit-Down (High-Turnover)	1000 Sq. Feet Gross Floor Area	18.49	9.245	\$12,491.62
934 - Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	47.30	23.65	\$31,955.30
942 - Auto Care Center	1000 Sq. Feet Occupied Gross Leasable Area	3.51	1.755	\$2,371.31
944 - Gasoline/Service Station	Fueling Position	15.65	7.825	\$10,572.95
945 - Gasoline/Service Station with Convenience Store	1000 Sq. Feet Gross Floor Area	97.14	48.57	\$65,626.58
947 - Self Service Car Wash	Wash Stall	5.54	2.77	\$3,742.76
948 - Automated Car Wash	1000 Sq. Feet Gross Floor Area	14.12	7.06	\$9,539.30

4. Non-standard Impact Fees. The City reserves the right under the Act to assess an adjusted impact fee that more closely matches the true impact that the land use will have upon the Transportation system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.
5. Impact Fee Adjustments.
 - a. The City Council is authorized to adjust the standard fee at the time the fee is charged to:
 - i. respond to:
 1. unusual circumstances in specific cases; or
 2. a request of a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has or will be collected, and
 - ii. ensure that the impact fees are imposed fairly.
 - b. The impact fee may be adjusted for a particular development based on studies or data provided by a developer after review by the City's Impact Fee Administrator and approval by the City Council.
6. Credits and Reimbursements.

- a. A developer, including a school district or a charter school, shall receive a credit against or proportionate reimbursement of an impact fee from the City if the developer:
 - i. dedicates land for a system improvement,
 - ii. builds and dedicates some or all of a system improvement, or
 - iii. dedicates a public facility that the City and the developer agree will reduce the need for a system improvement.
- b. The City shall require a credit against the impact fee for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
 - i. are system improvements, or
 - ii. A. are dedicated to the public, and
B. offset the need for an identified system improvement.

SECTION 5: Assessment.

The Transportation Impact Fee shall be charged for all new development or whenever a use on a property increases demand on Springville City's transportation system. In the latter instance, the impact fee shall be based on the increased demand on the transportation system. The impact fee shall be charged throughout the Service Area.

SECTION 6: Expenditure of Impact Fees.

The City may expend impact fees only for a system improvement identified in the Impact Fee Facilities Plan and for the specific public facility type for which the fee was collected. Impact fees will be expended on a first-in-first-out basis. Impact fees collected pursuant to this Ordinance shall be expended or encumbered for a permissible use within six (6) years of their receipt. The City may hold the fees for longer than six (6) years if it identifies, in writing, an extraordinary and compelling reason why the fees should be held longer than six (6) years and an absolute date by which the fees will be expended.

SECTION 7: Refunds.

The City shall refund any impact fee paid by a developer, when:

1. the developer does not proceed with the development activity and has filed a written request for a refund;

2. the fee has not been spent or encumbered; and
3. no impact has resulted.

An impact that would preclude a developer from a refund from the City may include any impact reasonably identified by the City, including but not limited to, the City having sized facilities and/or paid for, installed and/or caused the installation of facilities based, in whole or in part, upon the developer's planned development activity even though that capacity may, at some future time, be utilized by another development.

SECTION 8: Impact Fee Challenges.

A person or entity that has standing to challenge an impact fee may appeal the impact fee pursuant to Title 14, Chapter 5 of the Springville City Code. The procedures and time limitations for challenging an impact fee, including procedures for mediation and/or arbitration, shall be as set forth in Sections 11-36a-702 through 705 of the Act. The applicable remedies for an impact fee challenge shall be limited to those set forth in Section 11-36a-701 of the Act.

SECTION 9: Accounting of Impact Fees.

The City shall follow all of the accounting and reporting requirements found in Section 11-36a-601 of the Act.

SECTION 10: Severability.

If any portion or provision of this Ordinance shall be declared invalid for any reason, such decision shall not affect the remaining portions of this Ordinance that shall remain in full force and effect. For this purpose, the provisions of this Enactment are declared to be severable.

SECTION 11: Effective Date.

This Ordinance will become effective when approved.

SECTION 12: Publication.

The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

END OF ORDINANCE.

ORDINANCE NO. #_____

AN ORDINANCE ADOPTING THE SPRINGVILLE TRANSPORTATION MASTER PLAN, IMPACT FEE FACILITY PLAN, AND IMPACT FEE ANALYSIS; AND ENACTING TRANSPORTATION IMPACT FEES.

ADOPTED by the City Council of Springville, Utah, this _____ day of _____ 2016.

SPRINGVILLE CITY

MAYOR WILFORD W. CLYDE

ATTEST:

KIM RAYBURN, CITY RECORDER

Exhibit A

Exhibit B

Exhibit C



STAFF REPORT

DATE: October 14, 2016
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: FY 2017 BUDGET AMENDMENT

RECOMMENDED MOTION

The Finance Department recommends adopting Resolution _____ to open and amend the General Fund and General CIP Fund for operational and capital expenses and applying to the Fiscal Year ending June 30, 2017 as outlined in Exhibit A (attached).

SUMMARY OF ISSUES/FOCUS OF ACTION

The Uniform Fiscal Procedures Act for Utah Cities sets forth the procedures for the governing body to review and increase or decrease the appropriations in operating and capital budgets of the city. The resolution will provide the budget authority for the city to proceed with the projects detailed in the report.

BACKGROUND

Unexpected revenues and expenses have emerged since the beginning of the budget year. In order to proceed with addressing the variations from the original budget, The Council will need to take action through amending the budget.

DISCUSSION

In response to new developments and after reviewing the various fund budgets the Finance Department recommends a number of budget appropriations. Requests for appropriation as well as the funding sources are summarized in Exhibit A (attached). Brief descriptions of the recommended actions are as follows:

- *General Fund.* The following appropriations are recommended in the departments noted:
 - *Art Museum.* Amend revenue and expense accounts to reflect the Memorandum of Understanding and the Memorandum on Transition and Transfer of Assets between the Springville Art Association and the City.
 - *Recreation.* Increase grant expenditures to account for award of State fishing grant.
- *General CIP Fund.*
 - *Art Museum.* Purchase of new vehicle for outreach programs per MOU.

CITY COUNCIL AGENDA

Meeting Date, October 18, 2016

ALTERNATIVES

The Council has the alternative of considering different funding sources than those recommended by staff in Exhibit A. However, taking no action at all on the resolution will leave the staff without the budget authority to proceed with these projects and services.

FISCAL IMPACT

The fiscal impacts of the proposed appropriations are included in Exhibit A.

Note:

By way of information, the original FY 2017 budget resolution included language calling for the re-appropriation of balances from capital project at the end of FY 2016 into the FY 2017 budget. With the closing of accounts at the end of the fiscal year, those balances have been identified and will be appropriated according to the attached schedule.

Exhibit A

**City of Springville
Budget Amendment Form**

Fiscal Year Ending June 30, 2016

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
Revenues									
	10	3300	360	Grants	16,994	700		17,694	State fishing grant
	10	3600	NEW	Individual Museum Contributions	0	24,116		24,116	Art Museum MOU
	10	3600	NEW	Corporate Museum Contributions	0	13,000		13,000	Art Museum MOU
	10	3600	NEW	Foundation Museum Contributions	0	36,000		36,000	Art Museum MOU
	10	3300	NEW	State Museum Grants	0	213,668		213,668	Art Museum MOU
	10	3400	NEW	Museum Program Fees	0	21,477		21,477	Art Museum MOU
	10	3600	622	Museum Rentals	56,500	20,010		76,510	Art Museum MOU
	10	3600	NEW	Museum Store Sales	0	20,010		20,010	Art Museum MOU
	Utilize Reserves					0			
	Total Revenue Amendments					348,981			
Expenditures									
	10	4560	242	Grant expenditures	0	700		700	State fishing grant
	10	4530	110	Payroll (FI)	259,146	45,288		304,434	Art Museum MOU
	10	4530	120	Part-time Employees	25,006	94,813		119,819	Art Museum MOU
	10	4530	130	Employee Benefits	116,330	39,991		156,321	Art Museum MOU
	10	4530	NEW	Museum Inventory	0	10,000		10,000	Art Museum MOU
	10	4530	NEW	Awards	0	10,809		10,809	Art Museum MOU
	10	4530	NEW	Honorarium	0	11,000		11,000	Art Museum MOU
	10	4530	NEW	Scholarships	0	2,650		2,650	Art Museum MOU

CITY COUNCIL AGENDA

Meeting Date, October 18, 2016

City Council

Meeting Date: October 18, 2016

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10	4530	242	Postage & Shipping	0	7,500		86,870	Art Museum MOU
10	4530	243	Printing	0	15,000		15,000	Art Museum MOU
10	4530	240	Office Supplies	13,000	7,520		20,520	Art Museum MOU
10	4530	220	Publications	0	14,000		14,000	Art Museum MOU
10	4530	NEW	Hosting	0	10,000		10,000	Art Museum MOU
10	4530	245	Bank Service Charges	0	2,200		2,200	Art Museum MOU
10	4530	312	Marketing	0	8,100		8,100	Art Museum MOU
10	4530	230	Mileage and Travel	1,000	15,000		16,000	Art Museum MOU
10	4530	510	Insurance	12,500	7,550		20,050	Art Museum MOU
10	4530	255	Computer Hard/Software	6,700	4,970		11,670	Art Museum MOU
10	4530	260	Facility Expenses	19,000	1,000		20,000	Art Museum MOU
10	4530	310	Professional/Technical Services	1,500	18,343		19,843	Art Museum MOU
45	4530	730	Art Museum Capital Expense (Vehicle)	0	15,000		15,000	Art Museum MOU
Total Expenditure Amendments					341,434			

Requested by:

Council Approval:

Date:

Resolution #:

Processed: (Finance Dept. Use Only)

Date: _____

By: _____

JE: _____

CITY COUNCIL AGENDA

Meeting Date: October 18, 2016

FY 2016 to FY 2017 Carry-forward Worksheet

<i>Account Number</i>	<i>Account Title</i>	<i>2015-16 Actual</i>	<i>2015-16 Budget</i>	<i>Remaining Balance</i>	<i>Project Status: WIP/Complete</i>	<i>FY 2017 Proposed Carry-forward</i>	<i>FY 2017 Authorized Carry-forward</i>	<i>2016-17 Adopted Budget</i>	<i>FY 2017 Total Final Budget w/ carry-forward</i>
General CIP									
<i>IS</i>									
45-4132-102	SERVER RENEWAL AND REPLACEMENT	28,710.87	28,500.00	-210.87	Complete	-	0.00	30,000.00	30,000.00
45-4132-103	PRINTER/COPIER RENEW AND REPLA	18,274.13	19,400.00	1,125.87	Complete	-	0.00	18,000.00	18,000.00
<i>Facilities</i>									
45-4182-101	FACILITY REPAIR RESERVE	26,059.89	151,887.47	125,827.58	WIP	25,500.00	125,827.58	0.00	125,827.58
45-4182-103	HERITAGE PARK READER BOARD	0	10,000.00	10,000.00	Sinking Fund	10,000.00	10,000.00	0.00	10,000.00
45-4182-104	SENIOR CENTER UPGRADES	0	50,000.00	50,000.00	WIP	50,000.00	50,000.00	0.00	50,000.00
<i>Police</i>									
45-4210-800	800 MEGAHERTZ RADIO SYSTEM	25,636.35	26,472.00	835.65	Complete	-	0.00	58,000.00	58,000.00
<i>Fire/EMS</i>									
45-4220-101	SELF CONTAINED BREATHING APPAR	138,103.00	154,000.00	15,897.00	WIP	15,987.00	15,987.00	59,500.00	75,487.00
<i>Dispatch</i>									
45-4221-102	911 SYSTEM UPGRADE	0	180,000.00	180,000.00	WIP	180,000.00	180000	0.00	180,000.00
<i>Streets</i>									
45-4410-201	BROOKSIDE REALIGNMENT PROJECT	357,737.38	584,456.30	226,718.92	Complete	-	0.00	0.00	0.00
45-4410-271	1600 S RR CROSSING	0.00	100,000.00	100,000.00	WIP	100,000.00	100,000.00	0.00	100,000.00
45-4410-272	700 N 250 E CONNECTOR	150,000.00	150,000.00	0.00	Complete	-	0.00	0.00	0.00
45-4410-273	INTERSECTION IMPROVEMENTS	23,852.40	25,000.00	1,147.60	Complete	-	0.00	0.00	0.00
45-4410-643	C ROAD MAINTENANCE	456,667.06	609,200.00	152,532.94	Complete	-	0.00	574,182.00	574,182.00
45-4410-881	ROAD RECONSTRUCTION C -ROADS	0	266,343.00	266,343.00	WIP	266,343.00	266,343.00	139,121.00	405,464.00
45-4410-931	950 W RR CROSSING	6,982.49	71,926.00	64,943.51	WIP	64,943.51	64,943.51	180,000.00	244,943.51
45-4410-932	MILL AND OVERLAY	0	100,000.00	100,000.00	Sinking Fund	-	0.00	530,086.00	530,086.00
<i>Parks</i>									
45-4510-024	COMMUNITY PARK BRIDGE	60,486.00	134,577.00	74,091.00	Complete	-	0.00	0.00	0.00
45-4510-104	PARK MAINTENANCE RESERVE FUND	0.00	75,000.00	75,000.00	Sinking Fund	75,000.00	75,000.00	0.00	75,000.00
45-4510-105	NEW EQUIPMENT	0.00	7,500.00	7,500.00	Sinking Fund	7,500.00	0.00	0.00	0.00
45-4510-756	LIBRARY PARK	0	20,932.46	20,932.46	Sinking Fund	20,932.46	20,932.46	0.00	20,932.46
45-4510-759	FLAMMABLE SOTRAGE CABINETS AND	4,003.24	5,000.00	996.76	Complete	-	0.00	0.00	0.00
<i>Canyon Parks</i>									
45-4520-747	JOLLEY'S CAMPGROUND ELECTRIC P	4,090.00	5,000.00	910.00	Complete	-	0.00	0.00	0.00
45-4520-748	JOLLEY'S RANCH YOUTH CAMP	500	16,691.00	16,191.00	Sinking Fund	16,691.00	16,691.00	0.00	16,691.00
45-4520-749	CANYON PARKS SPRINKLING SYSTEM	10,000.00	10,000.00	0.00	Complete	-	0.00	0.00	0.00
<i>Art Museum</i>									
45-4530-732	SECURITY DVR AND CAMERAS	12,800.00	6,800.00	-6,000.00	Complete	-	0.00	9,000.00	9,000.00
45-4530-740	SMOKE AND MOTION DETECTOR SENS	0	6,000.00	6,000.00	Complete	-	0.00	0.00	0.00
<i>Recreation</i>									
45-4560-813	AQUATIC AND ACTIVITY CENTER	221,480.00	300,000.00	78,520.00	WIP	78,520.00	78,520.00	15,809,000.00	15,887,520.00

<i>Account Number</i>	<i>Account Title</i>	<i>2015-16 Actual</i>	<i>2015-16 Budget</i>	<i>Remaining Balance</i>	<i>Project Status: WIP/ Complete</i>	<i>FY 2017 Proposed Carry-forward</i>	FY 2017 Authorized Carry-forward	<i>2016-17 Adopted Budget</i>	<i>FY 2017 Total Final Budget w/ carry-forward</i>
<i>Cemetery</i>									
45-4561-103	REBUILD SPRINKLING SYSTEM	16,392.00	17,425.00	1,033.00	WIP	1,033.00	1,033.00	10,000.00	11,033.00
45-4561-105	CEMETERY SHOP OFFICE RESTROOMS	-519	50,000.00	50,519.00	WIP	50,000.00	50,000.00	0.00	50,000.00
45-4561-106	AGGREGATE/SOIL BINS	0.00	9,000.00	9,000.00	WIP	9,000.00	0.00	0.00	0.00
Special Revenue Fund									
46-6000-024	WAYNE BARTHOLOMEW FAMILY PARK	165,652.12	228,309.61	62,657.49	WIP	62,657.49	62,657.49	475,000.00	537,657.49
46-9000-400	STREETS IMPACT CAPITAL PROJECT	0.00	1,000,000.00	1,000,000.00	Complete	-	0.00	1,500,000.00	1,500,000.00
Vehicle & Equipment Replacement Fund									
<i>Engineering</i>									
48-4185-002	EQUIPMENT REPLACEMENT	28,181.50	28,500.00	318.50	Complete	-	0.00	0.00	0.00
<i>Police</i>									
48-4210-021	PATROL	102,439.68	144,000.00	41,560.32	Complete	-	0.00	74,000.00	74,000.00
<i>Streets</i>									
48-4410-015	EQUIPMENT REPLACEMENT	13,850.00	23,000.00	9,150.00	Complete	-	0.00	0.00	0.00
<i>Parks</i>									
48-4510-010	TRUCKS	0	25,000.00	25,000.00	WIP	25,000.00	25,000.00	0.00	25,000.00
48-4510-015	REPLACEMENT EQUIPMENT	42,919.42	93,000.00	50,080.58	Complete	50,080.58	0.00	35,000.00	35,000.00
<i>Canyon Parks</i>									
48-4520-014	TRIM MOWER	42,180.69	85,000.00	42,819.31	Complete	42,819.31	0.00	0.00	0.00
<i>Cemetery</i>									
48-4561-001	UTILITY VEHICLE	7,425.84	89,786.00	82,360.16	Complete	82,360.16	0.00	12,000.00	12,000.00
<i>Sewer</i>									
48-5200-001	VACTOR	0.00	200,000.00	200,000.00	Complete	-	0.00		0.00
<i>Electric</i>									
48-5300-015	NEW VEHICLES	48,618.14	66,000.00	17,381.86	Complete	17,381.86	17,381.86	220,000.00	237,381.86
<i>Golf</i>									
48-5861-004	REPLACEMENT EQUIPMENT	24,381.82	32,000.00	7,618.18	Complete	7,618.18	7,618.18	37,790.00	45,408.18
Water Fund									
51-6190-811	PRESSURIZED IRRIGATION PHASE 2	119,381.93	3,000,000.00	2,880,618.07	Complete	90,000.00	90,000.00	0.00	90,000.00
51-6190-878	SERV REPLACEMENTS-STREET OVERLA	64,382.86	60,000.00	-4,382.86	Complete	-	0.00	60,000.00	60,000.00
51-6190-881	WELL RTU	0	5,580.74	5,580.74	WIP	5,580.74	5,580.74	0.00	5,580.74
51-6190-886	400 SOUTH FACILITY IMPROVEMENT	1,129.25	0.00	-1,129.25	Complete	-	0.00	0.00	0.00
51-6190-888	CANYON PRV UPGRADE	0	100,000.00	100,000.00	Sinking Fund	100,000.00	100,000.00	0.00	100,000.00
51-6190-891	EMERGENCY TANK OVERFLOWS	0	44,169.33	44,169.33	Sinking Fund	44,169.33	44,169.33	0.00	44,169.33
51-6190-892	PENSTOCK REPLACEMENT	0	100,000.00	100,000.00	Sinking Fund	100,000.00	100,000.00	0.00	100,000.00
51-6190-893	BARTHOLOMEW TANK REPLACEMENT	0	450,000.00	450,000.00	Sinking Fund	450,000.00	450,000.00	0.00	450,000.00
51-6190-896	900 S WELL UPGRADE	1,227.24	0.00	-1,227.24	Complete	-	0.00	0.00	0.00
51-6190-898	BURT SPRINGS PUMP	0	17,420.81	17,420.81	Complete	-	0.00	0.00	0.00
51-6190-899	24LINE 900 S - CANYON RD TO 8"	394,435.17	719,704.44	325,269.27	WIP	325,269.27	325,269.27	0.00	325,269.27

Account Number	Account Title	2015-16 Actual	2015-16 Budget	Remaining Balance	Project Status: WIP/ Complete	FY 2017 Proposed Carry-forward	FY 2017	2016-17 Adopted Budget	FY 2017 Total
							Authorized Carry- forward		Final Budget w/ carry- forward
51-6190-900	24LINE HOBBLE CREEK TO 1700 E"	394,435.18	420,000.00	25,564.82	WIP	25,564.82	25,564.82	0.00	25,564.82
51-6190-902	FIREFLOW DEFICIENCIES CORRECTION	0.00	22,000.00	22,000.00	WIP	22,000.00	22,000.00	31,000.00	53,000.00
51-6190-903	BURT SPRINGS RENOVATION	14,968.82	521,403.00	506,434.18	WIP	506,434.18	506,434.18	0.00	506,434.18
51-6190-904	KELLY'S PUMP	7,475.76	10,000.00	2,524.24	Complete	-	0.00	0.00	0.00
51-6190-906	METER READING ELECTRONIC EQUIP	17,275.00	30,000.00	12,725.00	Complete	-	0.00	0.00	0.00
51-6800-032	OVERSIZING OF CULINARY WATER LINES	0.00	30,000.00	30,000.00	Complete	-	0.00	30,000.00	30,000.00
51-6800-033	WEST SIDE PI SYSTEM DESIGN	1,339.11	10,344.22	9,005.11	Complete	-	0.00	0.00	0.00
51-6800-035	400 SOUTH WELL	0	525,000.00	525,000.00	Sinking Fund	525,000.00	525,000.00	895,000.00	1,420,000.00
51-6900-100	NEW VEHICLE	29,671.10	30,000.00	328.90	Complete	-	0.00	0.00	0.00
51-6900-101	PSI METER ASSEMBLY & INSTALLAT	539,458.80	802,800.00	263,341.20	WIP	263,341.20	263,341.20	0.00	263,341.20
Sewer Fund									
52-6080-121	LAND/ROW/EASEMENTS	20,160.00	0.00	-20,160.00	Complete	-	0.00	0.00	0.00
52-6150-224	WESTFIELDS PUMP REPLACEMENT	108,415.94	112,946.00	4,530.06	Complete	-	0.00	150,000.00	150,000.00
52-6150-236	SHOP FOR VACTORS AND TV TRUCK	0	75,000.00	75,000.00	Sinking Fund	75,000.00	75,000.00	25,000.00	100,000.00
52-6190-152	ROUGHING TOWER REPAIR	121,017.00	125,000.00	3,983.00	Complete	-	0.00	0.00	0.00
52-6190-153	SCADA SYSTEM UPGRADE	0.00	80,000.00	80,000.00	Sinking Fund	80,000.00	80,000.00	80,000.00	160,000.00
52-6190-154	UV MODULE REBUILD	0.00	60,000.00	60,000.00	Sinking Fund	60,000.00	60,000.00	60,000.00	120,000.00
52-6190-155	PAINTING PROJECT	0.00	50,000.00	50,000.00	Sinking Fund	50,000.00	50,000.00	50,000.00	100,000.00
52-6190-156	ANOXIC TANK	0.00	208,000.00	208,000.00	Sinking Fund	208,000.00	208,000.00	0.00	208,000.00
52-6190-157	DISOLVED AIR FLOATATION (DAF)/THICKEN	0.00	131,000.00	131,000.00	Sinking Fund	131,000.00	131,000.00	0.00	131,000.00
52-6190-158	CHEMICAL TREATMENT	0.00	74,000.00	74,000.00	Sinking Fund	74,000.00	74,000.00	0.00	74,000.00
52-6190-237	BACK-UP POWER FOR WWTP	0	30,000.00	30,000.00	Sinking Fund	30,000.00	30,000.00	0.00	30,000.00
52-6190-830	900 SOUTH SEWER REPLACEMENT	584.86	0.00	-584.86	Complete	-	0.00	0.00	0.00
52-6190-834	HEADWORKS SCREENING AND COMPAC	0	130,000.00	130,000.00	Sinking Fund	130,000.00	130,000.00	30,000.00	160,000.00
52-6190-836	STM AEROTOR REPLACEMENT	203,700.00	250,000.00	46,300.00	Complete	-	0.00	0.00	0.00
52-6800-003	WEST FIELDS OVERSIZE/EXTENSION	0.00	20,000.00	20,000.00	Complete	-	0.00	20,000.00	20,000.00
Electric Fund									
53-6050-001	NEW DEVELOPMENT EQUIP. & MATER	396,117.10	400,000.00	3,882.90	Complete	-	0.00	250,000.00	250,000.00
53-6050-002	NEW DEVELOPMENT TRANSFORMERS	151,163.25	200,000.00	48,836.75	Complete	-	0.00	150,000.00	150,000.00
53-6050-009	STREET LIGHTS R & R	15,006.09	15,064.96	58.87	Complete	-	0.00	7,500.00	7,500.00
53-6050-011	EECBG LED STREET LIGHT UPGRADE	29,796.64	35,000.00	5,203.36	WIP	5,203.36	5,203.36	35,000.00	40,203.36
53-6050-248	MAIN STREET LIGHTING	186,864.44	229,080.00	42,215.56	WIP	42,215.56	42,215.56	120,000.00	162,215.56
53-6080-121	LAND/ROW/EASEMENTS	15,000.00	0.00	-15,000.00	Complete	-	0.00	0.00	0.00
53-6150-016	SUBSTATION OCB REPLACEMENT	125,118.12	129,000.00	3,881.88	WIP	3,881.88	3,881.88	92,800.00	96,681.88
53-6150-017	WHPP HEAT RECLAIM	0.00	73,700.00	73,700.00	Complete	-	0.00	0.00	0.00
53-6150-018	NESTLE/STOUFFER RTU REPLACEMEN	7,222.65	10,000.00	2,777.35	Complete	-	0.00	0.00	0.00
53-6150-019	COMPOUND SUBSTATION RTU REPLAC	11,026.39	10,000.00	-1,026.39	Complete	-	0.00	0.00	0.00
53-6150-020	BAXTER SUBSTATION RTU REPLACE	10,849.96	10,000.00	-849.96	Complete	-	0.00	0.00	0.00
53-6150-021	WHPP FIELD FLASH BATTERY CHARG	7,672.43	15,600.00	7,927.57	Complete	-	0.00	0.00	0.00
53-6150-022	WHPP COOLING WATER ISOLATION V	19,401.09	36,000.00	16,598.91	Complete	-	0.00	0.00	0.00

Account Number	Account Title	2015-16 Actual	2015-16 Budget	Remaining Balance	Project Status: WIP/ Complete	FY 2017 Proposed Carry-forward	FY 2017	2016-17 Adopted Budget	FY 2017 Total
							Authorized Carry-forward		Final Budget w/ carry-forward
53-6150-023	SECURITY UPGRADE - FIREWALL/COMMUNI	0.00	25,000.00	25,000.00	WIP	25,000.00	25,000.00	0.00	25,000.00
53-6150-024	CFP/IFFP (8) UPGRADE TO FEEDER	6,380.11	72,194.00	65,813.89	Complete	-	0.00	72,194.00	72,194.00
53-6150-025	CFP/IFFP (9) UPGRADE TO FEEDER	42,634.44	74,284.00	31,649.56	Complete	-	0.00	0.00	0.00
53-6150-026	CFP/IFFP NESTLE/STOUFFER SUBSTATION	0.00	75,000.00	75,000.00	Complete	-	0.00	0.00	0.00
53-6150-228	INDUSTRIAL PARK UG UPGRADE	194,320.92	212,980.70	18,659.78	WIP	18,659.78	18,659.78	200,000.00	218,659.78
53-6150-234	WHPP WEBPORTAL DATA SERVER UPG	0	9,537.60	9,537.60	Complete	-	0.00	0.00	0.00
53-6150-238	STREET REPAIRS	1,031.12	6,242.92	5,211.80	Complete	-	0.00	2,500.00	2,500.00
53-6150-244	WHPP CG CAT GENERATION PROJECT	115,142.08	4,800,000.00	4,684,857.92	WIP	4,684,847.92	4,684,847.92	0.00	4,684,847.92
53-6150-247	IFFP CAPACITOR BANKS-DISTRIBUT	0.00	7,500.00	7,500.00	WIP	7,500.00	7,500.00	0.00	7,500.00
53-6150-250	SUBSTATION FIBER AND ICON	13,985.91	0.00	-13,985.91	Complete	-	0.00	0.00	0.00
53-6150-252	WHPP UPS BATTERY BANK REPLACME	30,872.85	30,827.85	-45.00	Complete	-	0.00	0.00	0.00
53-6150-253	WHPP BOILER REPLACEMENT	12,403.00	0.00	-12,403.00	Complete	-	0.00	0.00	0.00
53-6150-254	WHPP DSRV 16-R4 TURBO CHARGER	0.00	55,000.00	55,000.00	WIP	55,000.00	55,000.00	0.00	55,000.00
53-6150-256	POWER SUBSTATION FIBER COMMUNI	56,827.50	84,924.67	28,097.17	Complete	-	0.00	0.00	0.00
53-6150-259	CFP/IFFP(2)UPGRADE TO FEEDER	74,788.83	82,768.00	7,979.17	Complete	-	0.00	0.00	0.00
53-6150-260	CFP/IFFP(3) UPGRADE TO FEEDER	1,221.50	59,536.00	58,314.50	Complete	-	0.00	0.00	0.00
53-6800-009	T&D CIRCUIT RENEWAL & REPLACEM	130,464.91	287,740.00	157,275.09	Complete	-	0.00	287,740.00	287,740.00
53-6800-015	IFFP(2) UPGRADE TO FEEDER 706	51,971.84	57,948.00	5,976.16	Complete	-	0.00	0.00	0.00
53-6800-016	IFFP(3) UPGRADE TO FEEDER 706	848.84	41,683.00	40,834.16	Complete	-	0.00	0.00	0.00
53-6800-017	IFFP(12) MOVE FEEDER 103 FROM T1 TO T2	0.00	25,000.00	25,000.00	Complete	-	0.00	25,000.00	25,000.00
53-6800-018	IFFP(15C) STOUFFER 3RD BAY MOTOR OPE	0.00	14,500.00	14,500.00	Complete	-	0.00	0.00	0.00
53-6800-019	IFPP (8) UPGRADE TO FEEDER 101	7,489.69	84,265.00	76,775.31	Complete	-	0.00	84,265.00	84,265.00
53-6800-020	IFFP(9) UPGRADE TO FEEDER 706	66,251.94	86,707.00	20,455.06	Complete	-	0.00	0.00	0.00
Storm Water Fund									
55-6050-020	QUAIL HOLLOW	0	100,000.00	100,000.00	Sinking Fund	100,000.00	100,000.00	0.00	100,000.00
55-6050-021	1700 EAST STORM DRAIN	0	25,000.00	25,000.00	Sinking Fund	25,000.00	25,000.00	0.00	25,000.00
55-6050-022	SHOP FOR VACTOR AND SWEEPER	0	16,000.00	16,000.00	Sinking Fund	16,000.00	16,000.00	25,000.00	41,000.00
55-6050-023	DW13 950 W 700 S OBLIGATION	0	60,000.00	60,000.00	Sinking Fund	60,000.00	60,000.00	0.00	60,000.00
55-6050-024	MP PW24 950 W 700 S OBLIGATION	0	45,000.00	45,000.00	Sinking Fund	45,000.00	45,000.00	0.00	45,000.00
55-6080-121	LAND/ROW/EASEMENTS	3,840.00	0.00	-3,840.00	Complete	-	0.00	0.00	0.00
55-6800-001	DRAINAGE PIPELINES OVERSIZING	0.00	50,000.00	50,000.00	Complete	-	0.00	50,000.00	50,000.00
55-6800-009	IFMP DBW14	0	175,000.00	175,000.00	WIP	175,000.00	175,000.00	25,000.00	200,000.00
55-6800-010	IFMP DBW17	0	120,000.00	120,000.00	Sinking Fund	120,000.00	120,000.00	0.00	120,000.00
55-6800-011	IFMP DBW19 (HARMER)	0	200,000.00	200,000.00	Sinking Fund	200,000.00	200,000.00	0.00	200,000.00
55-6800-012	IFMP PW24	0	166,000.00	166,000.00	Sinking Fund	166,000.00	166,000.00	83,000.00	249,000.00
55-6800-013	IFMP DBW20 (HARMER)	0	100,000.00	100,000.00	Sinking Fund	100,000.00	100,000.00	100,000.00	200,000.00
55-6800-014	IFMP PW25	0	100,000.00	100,000.00	Sinking Fund	100,000.00	100,000.00	100,000.00	200,000.00
Solid Waste Fund									
57-6024-040	NEW GARBAGE CANS	42,100.00	42,100.00	0.00	Complete	-	0.00	44,080.00	44,080.00
57-6024-041	RECYCLING CANS	10,387.00	10,387.00	0.00	Complete	-	0.00	27,500.00	27,500.00

<i>Account Number</i>	<i>Account Title</i>	<i>2015-16 Actual</i>	<i>2015-16 Budget</i>	<i>Remaining Balance</i>	<i>Project Status: WIP/ Complete</i>	<i>FY 2017 Proposed Carry-forward</i>	FY 2017 Authorized Carry- forward	<i>2016-17 Adopted Budget</i>	<i>FY 2017 Total Final Budget w/ carry- forward</i>
Golf Fund									
58-6080-211	CLUBHOUSE REMODEL	2,879.94	4,446.80	1,566.86	Complete	-	0.00	0.00	0.00
58-6080-215	IRRIGATION CONTROL SYSTEM	21,263.19	5,955.67	-15,307.52	Complete	-	0.00	0.00	0.00

RESOLUTION _____

A RESOLUTION OPENING AND AMENDING THE GENERAL FUND AND CAPITAL IMPROVEMENT FUND FOR OPERATIONAL AND CAPITAL EXPENSES AND APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2017 AS OUTLINED IN EXHIBIT A.

WHEREAS, the City Council has received a recommendation from the Administration that the Springville City General Fund and Capital Improvement Fund budgets be opened and amended for operational and capital expenses; and,

WHEREAS, on October 18, 2016 the City Council held a duly noticed public hearing to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record; and,

WHEREAS, all persons for and against the proposed appropriation were given an opportunity to be heard; and,

WHEREAS, after considering the Administration's recommendation, and facts and comments presented to the City Council, the Council finds the proposed appropriations reasonably further the health, safety, and general welfare of the citizens of Springville City.

NOW, THEREFORE, be it resolved by the City Council of Springville, Utah as follows:

PART I:

The Budget Officer is hereby authorized and directed to amend the budgets in the General Fund and Capital Improvement Fund for operational and capital expenses as outlined in Exhibit A.

PART II:

This resolution shall take effect immediately.

PASSED AND APPROVED this 18th day of October 2016.

Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder

Exhibit A

**City of Springville
Budget Amendment Form**

Fiscal Year Ending June 30, 2016

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
Revenues									
	10	3300	360	Grants	16,994	700		17,694	State fishing grant
	10	3600	NEW	Individual Museum Contributions	0	24,116		24,116	Art Museum MOU
	10	3600	NEW	Corporate Museum Contributions	0	13,000		13,000	Art Museum MOU
	10	3600	NEW	Foundation Museum Contributions	0	36,000		36,000	Art Museum MOU
	10	3300	NEW	State Museum Grants	0	213,668		213,668	Art Museum MOU
	10	3400	NEW	Museum Program Fees	0	21,477		21,477	Art Museum MOU
	10	3600	622	Museum Rentals	56,500	20,010		76,510	Art Museum MOU
	10	3600	NEW	Museum Store Sales	0	20,010		20,010	Art Museum MOU
	Utilize Reserves					0			
	Total Revenue Amendments					348,981			
Expenditures									
	10	4560	242	Grant expenditures	0	700		700	State fishing grant
	10	4530	110	Payroll (FT)	259,146	45,288		304,434	Art Museum MOU
	10	4530	120	Part-time Employees	25,006	94,813		119,819	Art Museum MOU
	10	4530	130	Employee Benefits	116,330	39,991		156,321	Art Museum MOU
	10	4530	NEW	Museum Inventory	0	10,000		10,000	Art Museum MOU
	10	4530	NEW	Awards	0	10,809		10,809	Art Museum MOU
	10	4530	NEW	Honorarium	0	11,000		11,000	Art Museum MOU
	10	4530	NEW	Scholarships	0	2,650		2,650	Art Museum MOU

	10	4530	242	Postage & Shipping	0	7,500		86,870	Art Museum MOU
	10	4530	243	Printing	0	15,000		15,000	Art Museum MOU
	10	4530	240	Office Supplies	13,000	7,520		20,520	Art Museum MOU
	10	4530	220	Publications	0	14,000		14,000	Art Museum MOU
	10	4530	NEW	Hosting	0	10,000		10,000	Art Museum MOU
	10	4530	245	Bank Service Charges	0	2,200		2,200	Art Museum MOU
	10	4530	312	Marketing	0	8,100		8,100	Art Museum MOU
	10	4530	230	Mileage and Travel	1,000	15,000		16,000	Art Museum MOU
	10	4530	510	Insurance	12,500	7,550		20,050	Art Museum MOU
	10	4530	255	Computer Hard/Software	6,700	4,970		11,670	Art Museum MOU
	10	4530	260	Facility Expenses	19,000	1,000		20,000	Art Museum MOU
	10	4530	310	Professional/Technical Services	1,500	18,343		19,843	Art Museum MOU
	45	4530	730	Art Museum Capital Expense (Vehicle)	0	15,000		15,000	Art Museum MOU
	Total Expenditure Amendments					341,434			



STAFF REPORT

DATE: October 12, 2014

TO: The Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF ENTERING INTO A POLE ATTACHMENT AGREEMENT WITH UTOPIA

RECOMMENDATION

Proceed with a Motion to approve the proposed Pole Attachment Agreement between Springville City and UTOPIA.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

The purpose of the attached proposed agreement is to provide the terms and conditions for UTOPIA to utilize Springville City's power utility poles.

BACKGROUND

Springville City and UTOPIA have not previously entered into a pole attachment agreement for UTOPIA to attach to the City's utility poles. The City Council has approved a Franchise Agreement with UTOPIA previously this year. UTOPIA is not attached to any City power utility poles at this time. With approval of this Attachment Agreement, UTOPIA will make application to the Power Department for review and necessary make ready of the power pole (s) for UTOPIA to make the attachment to the pole. All make ready work for attachment will be at the Licensee expense as per the agreement. The proposed agreement will also include an annual fee of \$17.00 per pole attachment.

The proposed pole attachment agreement gives UTOPIA a non-exclusive license to attach to the City's utility poles. The provisions in the proposed agreement are substantially the same as the provisions in the proposed agreement between Springville and CenturyLink, and Comcast approved by City Council in 2014.

ALTERNATIVE:

The City Council could disapprove the agreement and give staff direction on how to further proceed.

FISCAL IMPACT:

The City will receive \$17 per pole that UTOPIA attaches its infrastructure to along with all expenses associated with make ready requirements of the poles that are requested for attachment.

Attachments: Proposed Agreement

CITY COUNCIL AGENDA
October 18, 2016

UTOPIA Pole Attachment Agreement

POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT (this "Agreement"), made and entered into this _____ day of _____, 2016 ("Effective Date") by and between SPRINGVILLE CITY, a municipality, which operates its own electric utility, with offices located at 110 South Main, Springville City, Utah 84663 (hereinafter referred to as "LICENSOR"), and Utah Telecommunications Open Infrastructure Agency (UTOPIA), a Utah inter-local entity, with offices located at 2175 South Redwood Road, West Valley City, UT 84911 (hereinafter referred to as "LICENSEE").

WITNESSETH THAT:

WHEREAS, LICENSEE is a broadband communications services provider providing broadband communications services and other lawful services with a non-exclusive franchise to provide such services within Springville City, Utah; and

WHEREAS, LICENSEE desires to place its cables, appliances, equipment and facilities, (hereinafter collectively called "Attachments") on LICENSOR's distribution and transmission utility poles (hereinafter collectively called "Poles"); and

WHEREAS, LICENSOR is willing to permit the Attachments to its Poles for the purpose of permitting LICENSEE to provide broadband communications services, and such other lawful services as LICENSEE is authorized to provide under applicable law, where such Attachments will not interfere with LICENSOR's use or other user's service requirements, subject to the terms and provisions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

(a) Subject to compliance with the terms of this Agreement, LICENSOR hereby grants to LICENSEE a revocable, non-exclusive license authorizing LICENSEE to place its Attachments on LICENSOR's Poles. The license includes the right for the continued placement and maintenance of LICENSEE's Attachments previously attached to LICENSOR's Poles.

(b) No use of LICENSOR's Poles or payment of any fees or charges required under the Agreement shall vest in LICENSEE any property rights in said Poles, but LICENSEE shall have a mere license to place its Attachments on the Poles. LICENSOR is not required to construct, retain, extend, place or maintain any Poles or other facilities not needed for its own service requirements.

ARTICLE 2
TERM OF AGREEMENT

(a) This Agreement shall be effective as of the date stated above and, subject to the provisions of Article 14, shall continue in effect for a term of five (5) years (through October 2021). Either party may terminate this Agreement at the end of the initial term by giving the other party at least six (6) months written notice of its intent not to renew this Agreement. If no such notice is given, the term of the Agreement shall renew for successive one (1) year periods, subject to termination upon a party providing written notice at least six (6) months prior to the expiration of any such period.

(b) Upon termination of this Agreement in accordance with any of its terms, LICENSEE shall promptly remove its Attachments from all Poles of LICENSOR. If not removed within one hundred eighty (180) days of the termination date, such Attachments shall be deemed to be abandoned by LICENSEE and LICENSEE shall have no further liability for such Attachments, which may be removed by LICENSOR, at the expense of LICENSEE, and LICENSOR shall be released from any liability for removing and disposing of said Attachments.

ARTICLE 3
FEES AND CHARGES

LICENSEE shall pay to LICENSOR the sum of seventeen dollars (\$17.00) per Pole per year for use of the Poles. Annual rental payments shall be based on the number of Poles on which there exists an Attachment of LICENSEE's as of December 31st of the preceding calendar year. LICENSOR will notify LICENSEE of such amount due for any year that this Agreement is in effect on or before February 1st. LICENSEE shall pay the annual rental fee not later than forty-five (45) days after receipt of the invoice reflecting the number of Poles to which LICENSEE is attached. The above rental rate may be revised by LICENSOR upon written notice to LICENSEE at least six (6) months in advance of the date the next rental payment is due, provided, however, that any adjustment to the rental rate shall not exceed more than a three percent (3%) increase per year. The revised rate will apply to all Attachments existing on December 31st of the year in which notice is given and will continue to apply to all existing and future Attachments, unless further revised.

In addition, LICENSEE shall pay the amount due in accordance with Article 17 of this Agreement.

ARTICLE 4
APPLICATION FOR PERMIT AND NOTIFICATION OF ATTACHMENTS

(a) Before making attachment to any of LICENSOR's Poles, LICENSEE shall make application to LICENSOR, specifying the location of each Pole on the form attached hereto as Exhibit A. Within thirty (30) days after receipt of the application, LICENSOR shall return to LICENSEE said application indicating thereon whether or not it is willing to permit the joint use of Poles, and if so, under what condition(s). Notwithstanding the foregoing, LICENSEE shall

not be required to make application for Poles upon which LICENSEE is currently attached and for customer service drops. When LICENSEE installs service drops, LICENSEE must follow all procedures applicable to Attachments generally, except for filing applications and payment of fees, and shall submit notification of service drops to LICENSOR on a quarterly basis.

(b) LICENSOR shall have the sole right to determine the availability of such Poles for joint use and shall be under no obligation to grant permission for LICENSEE's use of the Poles. LICENSEE shall have the right to occupy the space allotted by LICENSOR under the conditions and in accordance with the terms of this Agreement. LICENSEE shall remit initial payment upon receipt of LICENSOR's approval for the Attachment. The initial payment shall be the applicable annual per Pole sum calculated under Article 3 above.

(c) Subject to the other terms and conditions of this Agreement, after making attachment to Poles of LICENSOR, LICENSEE shall notify LICENSOR of the location and date of each Attachment, as set forth on the Notification of Attachment by LICENSEE Form attached hereto as Exhibit B.

ARTICLE 5 SPECIFICATIONS

LICENSEE's Attachments on LICENSOR's Poles shall be placed and maintained in accordance with provisions of the latest available edition of the National Electric Code and the National Electrical Safety Code, and all subsequent amendments or revisions of said codes, shall meet LICENSOR's construction standards, and be in compliance with any applicable rules, orders, regulations, ordinances and laws now in effect or that hereafter may be lawfully adopted or enacted by LICENSOR's municipal legislative body, any Federal, State, local or other governmental agency, or other authority having jurisdiction, and the reasonable rules and practices of LICENSOR set forth in this Agreement. In the event the two national codes conflict, LICENSOR shall have the right to designate which standards shall be met. If LICENSEE's Attachments are not placed and maintained in accordance with the requirements and specifications of this Article 5, upon written notice from LICENSOR, LICENSEE shall timely perform at its expense, all work necessary to correct any conditions of LICENSEE's nonconformance, unless LICENSOR determines that such noncompliance creates an immediate threat to safety, interferes with the performance of LICENSOR's service obligations, or creates an immediate threat to the integrity of LICENSOR's Poles or equipment. In such event, LICENSOR may perform or authorize such work or take such action that it deems necessary without first giving notice to LICENSEE and without subjecting itself to any liability, except to the extent of LICENSOR's negligence or willful misconduct, and LICENSEE shall, on demand, reimburse LICENSOR for the reasonable expenses so incurred.

ARTICLE 6 PLACING AND MAINTAINING ATTACHMENTS

(a) LICENSEE shall, at its own expense, place and maintain its Attachments in a safe condition and thorough repair, and in a manner as required by this Agreement so as not to conflict with the use of Poles by LICENSOR or other users who attached prior to the date of

LICENSEE's Attachments, or interfere with the construction, operation, maintenance, or removal of facilities thereon. LICENSEE shall take all necessary precautions, by the installation of protective equipment or other means, to protect all persons and property against injury or damages occurring by reason of LICENSEE's Attachments on LICENSOR's Poles.

(b) LICENSEE shall, within sixty (60) days, at its own expense, upon written notice from LICENSOR, relocate, replace, or renew its Attachments placed on the Poles, and transfer them to substitute poles, or perform any other work in connection with the facilities that may be reasonably required by LICENSOR in accordance with the terms of this Agreement. In the case of an emergency, LICENSOR may arrange to relocate, replace or renew the Attachments placed on the Poles by LICENSEE, transfer them to substitute poles, or perform other work in connection with the Attachments that may be required for the maintenance, removal, replacement, or relocation of its Poles, the Attachments to the Poles, or the service needs of LICENSOR. LICENSEE shall, on demand, reimburse LICENSOR for the reasonable expenses so incurred.

(c) LICENSEE shall not place any additional equipment, with the exception of customer service drops, or change the position of any of its Attachments upon any Pole used by it hereunder without first making application therefore and receiving LICENSOR's approval so to do, all as prescribed in Article 4 hereof.

ARTICLE 7 ALTERATIONS FOR LICENSEE'S ATTACHMENTS

(a) In the event that any Pole of LICENSOR to which LICENSEE desires to make Attachments, in the judgment of LICENSOR, requires rearrangement to support, or accommodate the additional attachments of LICENSEE, LICENSOR shall indicate, using the form on Exhibit A, the changes it believes are necessary to provide adequate pole space and the estimated costs to LICENSEE, and the estimated completion date for such work. If the estimated time to perform such work does not meet LICENSEE's project requirements, LICENSOR and LICENSEE shall negotiate solutions in good faith. If LICENSEE is willing to bear the cost of such changes, LICENSEE shall indicate its acceptance using the form and return it to LICENSOR. LICENSOR shall use commercially reasonable efforts to complete the work within one hundred twenty (120) days from receiving a deposit payment from LICENSEE for the work. LICENSEE agrees to pay LICENSOR the cost of replacing any Pole that is inadequate to accommodate LICENSEE's Attachments, as well as the cost of transferring LICENSOR's attachments from the old to the replacement Poles. LICENSEE also agrees to pay LICENSOR the cost of rearranging attachments on an existing Pole to accommodate LICENSEE's Attachments, including the cost of strengthening or guying. LICENSEE also agrees to pay the owner or owners of other attachments on said Poles the cost of transferring or rearranging such attachments to accommodate LICENSEE's Attachments. LICENSEE shall agree with other owners of facilities attached to said Poles as to the reasonable payment to be made to such owners.

(b) In the event LICENSOR installs a new Pole in order to provide space, height or strength to accommodate LICENSEE's Attachments, the difference in the cost of the initial new

Pole and the cost of providing a Pole of extra height or strength shall be borne by LICENSEE. Such cost also shall include the difference between the cost of installing the new Pole and the cost of installing a Pole LICENSOR considers adequate for LICENSOR's attachments and of its other licensees. If a Pole replacement under this Article 7(b) benefits LICENSEE and other pole attachers, the cost shall be pro-rated among all benefiting attachers. The new Pole shall be the property of LICENSOR regardless of any payments by LICENSEE toward its costs and LICENSEE shall acquire no right, title or interest in such Pole. Notwithstanding the foregoing language in this Article 7(b), the LICENSOR shall not be required to increase the space, height or strength of any pole or remove any newly installed pole in order to accommodate LICENSEE's attachments.

(c) Because LICENSOR provides an essential service to the public, it reserves the right to make periodic inspections of LICENSEE's Attachments to make certain that there is no impairment to its ability to provide electricity to its customers and LICENSEE shall pay to LICENSOR LICENSEE's pro rata portion of the reasonable costs of such inspections, provided that LICENSOR shall not make such inspections more often than once every three (3) years and shall provide written notice to LICENSEE of the periodic inspection unless, in LICENSOR's reasonable judgment, such inspections are required for reasons involving safety, maintenance of service, or where LICENSOR reasonably believes LICENSEE is violating the terms of this Agreement. The making of such inspections, or the failure to do so, shall not relieve LICENSEE of any responsibility, obligation, or liability assumed under this Agreement.

(d) If LICENSEE's Attachments are found on a Pole for which no permit has been obtained, LICENSOR may impose a charge as a condition to such Attachments remaining on the Pole. If LICENSEE fails to pay the charge, LICENSOR may remove the Attachments and the expense of removal shall be borne by LICENSEE. For the purpose of determining the charge, an unauthorized Attachment shall be treated as having existed for a period that is the lesser of the period of the most recent inspection or three (3) years prior to its discovery; and the charge, computed at the applicable yearly rate per Pole at the time of discovery, shall be due and payable within forty-five (45) days of LICENSEE's receipt of an invoice for such unauthorized Attachments (unless LICENSEE provides proof of lawful attachment). Any such charge imposed by LICENSOR shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise.

ARTICLE 8 LICENSOR'S RIGHTS AND SERVICE RESPONSIBILITIES

LICENSOR reserves to itself, its successors and assigns, the right to maintain its Poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own core electric service requirements and responsibilities. LICENSOR shall not be liable to LICENSEE for any interruption to service of LICENSEE or for interference with the operation of the Attachments of LICENSEE arising in any manner out of the use of LICENSOR's Poles. Nothing in this Agreement shall be construed to obligate LICENSOR to grant LICENSEE permission to use any particular Pole or Poles.

ARTICLE 9
RIGHTS-OF-WAY AND PERMITS FOR LICENSEE'S ATTACHMENTS

(a) Subject to applicable law, nothing in this Agreement shall be construed as a warranty or guarantee of permission from owners of private property, municipal or other governmental authorities, or other users, for LICENSEE to place or maintain its Attachments upon the Poles of LICENSOR. Where required to do so, LICENSEE shall secure any required consents, permits, or other appropriate authorization from such owners, users, or governmental authorities and upon written request of LICENSOR shall furnish to LICENSOR evidence of the procurement of such authorizations.

(b) Upon written notice from LICENSOR to LICENSEE that the use of any Pole is prohibited by municipal authorities or property owners, the permit covering the use of such Pole shall immediately terminate and LICENSEE's Attachments shall be removed.

ARTICLE 10
LIABILITY AND DAMAGE RESPONSIBILITIES

(a) LICENSEE shall exercise all reasonable precautions to avoid damage to facilities of LICENSOR and other authorized users of LICENSOR's Poles and hereby assumes all responsibilities and liabilities for any and all loss for such damage directly and solely caused by LICENSEE or by any of its employees or agents.

(b) Throughout the term of this Agreement, LICENSEE shall maintain in full force and effect with a carrier or carriers selected by LICENSEE, in accordance with LICENSEE's franchise agreement, the following insurance:

- (1) Worker's compensation insurance in compliance with the laws of the State of Utah;
- (2) Bodily injury liability insurance, with limits of not less than \$1,000,000 as to any one person and \$2,000,000 as to any one accident or occurrence; and
- (3) Property damage liability insurance with limits of not less than \$1,000,000 for damage to the property of any one person and \$1,000,000 for each accident or occurrence.
- (4) An umbrella policy in favor of the LICENSOR in the amount of \$2,000,000.

The insurance described above also shall provide contractual liability coverage satisfactory to LICENSOR with respect to liability assumed by LICENSEE under Article 11. LICENSOR shall be named as an additional insured with respect to bodily injury and property damage insurance. Within sixty (60) days of the Effective Date of this Agreement, LICENSEE shall submit to LICENSOR certificates of insurance by each insurance carrier addressed to LICENSOR showing the effectiveness of insurance in accordance with this Agreement. LICENSEE's insurance policy or policies shall not be subject to cancellation without thirty (30) days prior written notice to LICENSOR.

ARTICLE 11
INDEMNIFICATION

(a) LICENSEE agrees to indemnify and hold harmless LICENSOR, its representatives, agents, employees, successors, and assigns, against and from any and all claims, demands, causes of action, damages, liabilities, costs (including without limitation reasonable attorneys' fees) and expenses, directly or indirectly resulting from or caused by: (1) the installation, maintenance, use, or removal of LICENSEE's equipment, including without limitation, those based upon LICENSEE's failure to secure any required consents, permits, or authorization from the owners of private property, other users, or governmental authorities to maintain its Attachments on LICENSOR's Poles; (2) any act, omission, or negligence of LICENSEE, or any of its representatives, agents, or employees; and (3) any detrimental effect upon, interruption, discontinuance, or interference with LICENSEE's service occasioned by any action by LICENSOR or any other licensed user.

(b) The above and foregoing indemnities shall apply with respect to any and all claims, demands, causes of action, damages, liabilities, costs, and expenses, except to the extent caused by the negligence or misconduct of LICENSOR or any of its representatives, agents or employees.

(c) LICENSEE shall, upon demand and at its own risk and expense, defend any and all such suits, actions, or other legal proceedings which may be brought or instituted against LICENSOR, its successors or assigns, on any such claim, demand, or cause of action; and shall pay and satisfy any judgment or decree which may be rendered against LICENSOR, its successors or assigns.

(d) LICENSOR shall promptly notify LICENSEE, in writing, of any claim under this Article 11 and shall cooperate with LICENSEE with respect to the settlement and/or defense of such claims.

ARTICLE 12
REMOVAL OF LICENSEE'S ATTACHMENTS

(a) LICENSOR reserves the right, without liability to LICENSEE or its subscribers, to discontinue the use of, remove, replace, or change the location of any of its Poles regardless of LICENSEE's use of said Poles and LICENSEE shall at its sole cost and within sixty (60) days after written notice by LICENSOR, remove its Attachments as shall be required by LICENSOR.

(b) Upon notice from LICENSOR to LICENSEE that the use of any Pole or Poles by LICENSEE is unauthorized or illegal, the permit insofar as it covers the use of such Pole or Poles shall immediately terminate and LICENSEE shall promptly remove its Attachments from such Pole or Poles.

(c) LICENSEE may, at any time, remove its Attachments from a Pole or Poles of LICENSOR and shall give LICENSOR written notice of such removal in the form of Exhibit C.

ARTICLE 13
ASSIGNMENT OF RIGHTS

(a) LICENSEE shall not assign, sell, lease, or in any manner transfer any of the rights granted to it by this Agreement, without prior written consent of LICENSOR. The attempted assignment, transfer, lease, or sale by LICENSEE of any of the rights hereby granted without written consent of LICENSOR shall constitute a breach of this Agreement by LICENSEE, subject to the remedies set forth in Article 14. Such consent, however, may not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary herein, LICENSEE may assign this Agreement without the necessity of obtaining LICENSOR's consent, to any person acquiring all or substantially all of LICENSEE's assets or stock; provided that such assignee has been duly authorized to provide the services described hereunder and provided further that LICENSEE shall notify LICENSOR in writing, within thirty (30) days of such assignment.

(b) The terms and provisions of this Agreement shall be binding upon and extended to and inure to the benefit of the successors, assigns, and contractors and/or subcontractors of the LICENSEE.

ARTICLE 14
DEFAULTS AND REMEDIES

(a) If LICENSEE fails to comply with any of the provisions of this Agreement, or is in default in any of its obligations under this Agreement, LICENSOR shall provide written notice to LICENSEE to correct such default. If LICENSEE fails to correct such default or noncompliance within thirty (30) days after said notice by LICENSOR to LICENSEE to cure the default, LICENSOR may terminate the permit covering the Pole or Poles as to which such default or noncompliance shall have occurred, provided however, in such cases where a default or noncompliance cannot be cured within the thirty (30) day period by the exercise of diligent, commercially reasonable effort, LICENSEE shall have an additional sixty (60) days to cure the default or noncompliance for a total of ninety (90) days, or as mutually agreed to by the Parties. In the event the LICENSOR terminates this Agreement, in its entirety, LICENSEE shall have one hundred eighty (180) days within which to remove its attachments, and in the event that LICENSEE does not remove its attachments within said period, LICENSOR may do so, the removal cost to be borne by LICENSEE.

(b) The rights and privileges of LICENSEE hereby granted shall not pass to any trustee, receiver, nor assignee for the benefit of creditors of LICENSEE or be otherwise transferable by operation of law. This Agreement shall terminate, at LICENSOR's election, in the event of the liquidation or involuntary dissolution of LICENSEE, or in the event LICENSEE is adjudicated a bankrupt or insolvent, or if a receiver for LICENSEE's property is appointed and such receiver is not discharged or such appointment revoked within thirty (30) days after the date of the appointment of such receiver. LICENSOR may terminate this Agreement by ten (10) days written notice to LICENSEE upon the happening of any one or more of the following events:

- (1) The making by LICENSEE of any assignment for the benefit of creditors;
- (2) The taking of any action for the voluntary dissolution of LICENSEE;
- (3) The filing by LICENSEE of a voluntary petition in bankruptcy; or
- (4) The appointment of a receiver for the LICENSEE.

(c) In the event either party shall be required to resort to litigation for the purpose of enforcing its rights under this Agreement, the judgment resulting from such litigation shall include an allowance for court costs and reasonable attorneys' fees, paid or incurred in connection with enforcing the terms of this Agreement.

ARTICLE 15 ENFORCEMENT

Failure by LICENSOR to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any terms or conditions.

ARTICLE 16 RIGHTS OF OTHER USERS

This Agreement shall not be construed as affecting the rights or privileges previously conferred by LICENSOR, by contract or otherwise, to others not parties to this Agreement, to use any Poles covered by this Agreement; and LICENSOR shall have the right to continue and extend such rights and privileges. This Agreement shall not be construed as affecting or limiting the rights of LICENSOR to make other and additional contracts with other persons, firms, or corporations for the joint use or rental of LICENSOR's Poles and facilities; provided that, such other pole attachment agreements shall not contain terms that are more favorable to such other parties than those given to LICENSEE under the terms of this Agreement.

ARTICLE 17 PAYMENT OF INVOICES

Invoices for expenses and other charges under this Agreement, including without limitation, amounts due under Article 3, shall be paid within forty-five (45) days after LICENSEE's receipt of the invoice. Nonpayment shall constitute a default of this Agreement if not paid within ten (10) days after written notice of such nonpayment by LICENSOR to LICENSEE.

ARTICLE 18
IDENTIFICATION OF LICENSEE'S EMPLOYEES

In furtherance of the purpose of the laws, rules, and regulations relating to sabotage, espionage, and subversive activities, LICENSEE shall require its contractors and/or subcontractors to have suitable means of identification for their employees who will have occasion to perform work on or about LICENSOR's Poles, wires, or other facilities. Upon written request of LICENSOR, LICENSEE shall promptly remove or cause the removal of any employee, agent, or contractor from performing any work on or about LICENSOR's Poles, wires, or other facilities, found by the LICENSOR to be unqualified or unfit for the performance of such work or who fails to comply with the terms of this Agreement.

ARTICLE 19
FORCE MAJEURE

Neither LICENSOR nor LICENSEE shall be liable for any delay for failure to perform its obligations under this Agreement, other than the payment of monies due, in the event of a Force Majeure occurrence. Force Majeure, as used herein, shall include, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, absence of necessary orders and permits of any kind which have been properly applied for, equipment, material, supplies, labor or machinery shortage, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, drought, arrest, war, civil disturbances, explosions, sabotage, injunction, blight, famine, blockade, quarantine, or any other similar cause or event not reasonably within the control of the party claiming the Force Majeure.

ARTICLE 20
PREVENTION AND SATISFACTION OF LIENS

LICENSEE agrees that no lien shall attach to the property of LICENSOR. LICENSEE, its subcontractors, servants, agents, or employees shall not file, assert, nor prosecute any mechanic's or materialman's liens against LICENSOR or its property. LICENSEE, its subcontractors, servants, agents, or employees also shall not permit any mechanic's or materialman's liens to be filed, assigned or prosecuted against LICENSOR or its property.

NOTICES

Any notice required or permitted pursuant to this Agreement shall be given by certified mail, return receipt requested, addressed to:

LICENSOR at:

Springville City
Attention: City Administrator
110 South Main
Springville, UT 84663

LICENSEE at:

UTOPIA
2175 South Redwood Road
West Valley City, UT 84911

Either party may, by like written notice at any time, designate a different address to which notices shall subsequently be transmitted to it.

ARTICLE 22 CONTRACTING

LICENSEE shall, as soon as practical after the execution of this Agreement, notify LICENSOR in writing of the names of any contractors or subcontractors which the LICENSEE proposes for any or various portions of the work to be performed in attaching LICENSEE's Attachments to LICENSOR's Poles. LICENSEE shall be fully responsible under the provision of Article 10 to LICENSOR for the acts or omissions of its contractors and/or subcontractors and of the persons directly or indirectly employed by them.

ARTICLE 23 LICENSEE'S COMPLIANCE WITH ORDINANCES, LAWS, RULES AND REGULATIONS

LICENSEE, in the performance of its broadband communication services obligations and in exercising the rights granted under any license issued to LICENSEE by LICENSOR under this Agreement, shall, at all times, comply with all applicable ordinances, laws, rules, and regulations of any and all governmental authorities having jurisdiction and shall exercise such rights for lawful communication purposes only.

IN WITNESS WHEREOF, this Agreement had been executed by duly-authorized representatives of the Parties.

SPRINGVILLE CITY by:

WILFORD W. CLYDE, Mayor

UTOPIA by:

ROGER TIMMERMAN, EXECUTIVE DIRECTOR

EXHIBIT A

PERMIT NO.
APPLICATION AND PERMIT

To: Springville City Power
450 West 600 North
Springville, Utah 84663

In accordance with the terms of the Pole Attachment License Agreement, dated _____, 2016, UTOPIA hereby applies for a permit to make Attachments to the Poles identified below. It has obtained all necessary consents or permits from private property owners and governmental authorities in accordance with Article 9 of the Pole Attachment License Agreement.

LOCATION

No. Poles Attached _

By _

Title _

Licensee _

A permit is issued on _____, 20____, to place the above described

Attachment(s) on the identified Pole(s), subject to Licensee's acceptance of any changes or rearrangements detailed on the attached sheet, at an estimated cost of \$ _____, for Licensors' rearrangements. Acceptance should be indicated on this form and returned to Licensor within sixty (60) days from the date hereof, failing which the permission hereby granted in this permit shall automatically be revoked.

Springville City by:

Title _

To: Springville City Power
450 West 600 North
Springville, Utah 84663

The above mentioned changes and rearrangements are accepted by Licensee on
_ , 20 _ , and the costs hereof will be paid to Licensor in accordance with
Article 7 of the Pole Attachment License Agreement.

By _

Title _

EXHIBIT B

NOTIFICATION OF ATTACHMENT BY LICENSEE

- , 20_

To: Springville City Power
450 West 600 North
Springville, Utah 84663

In accordance with the terms of the Pole Attachment License Agreement, dated
- , 2016, Pole Attachment information is shown below:

Location _
(Street name)

Total Poles Attached _

By _

Title _

Notice Acknowledged

- , 20_

By _

Title

Licensors
Notice No._

EXHIBIT C

NOTIFICATION OF REMOVAL BY LICENSEE

To: Springville City Power
450 West 600 North
Springville, Utah 84663

In accordance with the terms of the Pole Attachment License Agreement, dated
_ , 2016, please cancel the Permit for the following Pole(s) from which
Attachment(s) were removed on _ , 20_ .

Location _
(Street name)

Total Poles Discontinued _

By _

Title _
Licensee

Notice Acknowledged
_ , 20_



STAFF REPORT

DATE: September 29, 2016

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney, and TJ Allen, Legal Extern

SUBJECT: CONSIDERATION OF AN ORDINANCE AMENDMENT CONCERNING RESIDENTIAL ACCESSES ONTO ARTERIAL AND MAJOR COLLECTOR STREETS.

RECOMMENDED MOTION

Motion to adopt Ordinance #_____ amending Section 14-5-105, "Lot Standards" to limit the number of residential accesses on arterial and major collector streets.

BACKGROUND

This item has been previously presented to the Planning Commission and the City Council. The report to and recommendation from the Planning Commission is attached.

This item was continued from the last City Council meeting because there were some concerns dealing with only allowing one mid-block access and whether someone with a larger lot could develop one home on an already existing parcel. The revisions to the ordinance include the following:

1. The number of mid-block accesses has been increased from one to three. Based on the 150 foot requirement between intersections and accesses and the requirement that each access serve at least three dwelling units, this change will allow there to be approximately three to five mid-block accesses on blocks ranging from 500 to 800 feet long. Without limiting the number of accesses, blocks that range from 500 to 800 long could currently have five to 10 accesses depending on the amount of density of the subdivision and length of the block.
2. The ordinance more clearly restricts the access requirements to subdivisions approved after October 15, 2016. This will allow property owners who want to develop a single dwelling unit on an already existing parcel or lot to build the house on the lot or parcel without having to meet the restrictions.

The other concern that was raised in the last City Council meeting centered on which streets the ordinance would effect. The street classification map for the 2016 Transportation Master Plan shows arterial and major collector streets. Those streets include 1200 West, 1600 South, Main Street, 400 South, SR 51 and highway 89. A more detailed map of these areas will be presented in City Council meeting.

ALTERNATIVES

Make no revisions to the ordinance or provide direction to staff on desired revisions.

FISCAL IMPACT

No foreseeable fiscal impact.

Attachments: Planning Commission Staff Report & Letter of Recommendation to City
 Council
 Proposed Ordinance # _____
 Roadway Network Map



Springville

COMMUNITY DEVELOPMENT
PLANNING & ZONING DIVISION

STAFF REPORT

Agenda Item #3c
Planning Commission
September 27, 2016

[Date]

TO: Planning Commission Members

FROM: John Penrod, City Attorney

RE: **Springville City seeking a recommendation to amend Section 14-5-105 of Springville City Subdivision Regulations in regards to Lot Standards.**

Petitioner: Springville City

Summary of Issues

Does the proposed properly address residential driveway access requirements on arterial and major collector streets?

Background

The City is currently reviewing its transportation master plan. While reviewing the transportation master plan, the City's engineers have spent considerable time evaluating whether 1200 West should be a split road because of the Rocky Mountain power corridor that runs along 1200 West. The split road concept would place two lanes of 1200 West on each side of the power corridor. After reviewing the matter, the City Council has directed staff to incorporate a split road concept for 1200 West south of 400 South.

In looking at the entirety of 1200 West, there are several houses on the west side of the Rocky Mountain power corridor that have a number of residential accesses onto what could become 1200 West in the future. Furthermore, a large portion of 1200 West still needs to be constructed. The Mayor and City Council directed staff to evaluate ordinance language to determine whether the ordinance appropriately restricts residential access onto arterial and major collector streets, which includes 1200 West.

Analysis

Currently, Section 14-5-105 only "generally discourages" but does not limit residential access onto arterial and major collector roads. This is concerning in that residential access on an arterial and major collector street impedes the flow of traffic and may lead to increased traffic accidents.

When staff first looked at this issue, staff was initially going to suggest prohibiting residential accesses on arterial and major collector roads to avoid having vehicles back onto such streets. After further reviewing the issue, staff has recommended allowing one mid-block residential access that serves at least three residential dwelling structures, is no greater than 40 feet wide, is located at least 150 feet from an intersection, and provides for a turnaround area that allows vehicles to exit the street, turnaround, and reenter the street facing forward.

Staff Recommendation

Recommend to approve Ordinance No. __ .

Recommended Motion

Move to recommend approving Ordinance No. __, which limits the number of residential accesses onto arterial and major collector streets.

Attachment: Proposed Ordinance No. ____



Springville City Planning Commission

Letter of Recommendation to City Council

Applicant:	Request:	Date of Meeting:	
Springville City	Springville City seeking a recommendation to amend Section 14-5-105 of Springville City Subdivision Regulations in regards to Lot Standards.		
Zone Classification:	Total Acreage of Site:	Number of Lots/Units:	
General Plan – Land Use Designation:	Previous Use of Property:	Administrative Action	Legislative Action
		Public Hearing Required →	Planning Commission City Council

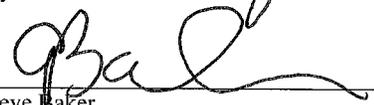
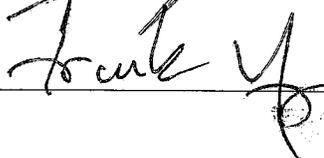
Motion by: Commissioner Brad Mertz	Second by: Commissioner Carl Clyde
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PC RECOMMENDATION	<input checked="" type="checkbox"/>	APPROVE	<input type="checkbox"/>	DISAPPROVE	<input type="checkbox"/>	OTHER:
--------------------------	-------------------------------------	----------------	--------------------------	-------------------	--------------------------	---------------

CONDITIONS OF APPROVAL:

Move to recommend approving Ordinance No. ____, which limits the number of residential accesses onto arterial and major collector streets.

Planning Commission Signatures:

	YES	NO	ABSTAIN
 Karen Ellingson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Carl Clyde	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Genevieve Baker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Farrer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Brad Mertz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Clay	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Frank Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVE DENY ABSTAIN


Planning Commission Secretary

9/27/16
Date

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 14-5-105, "LOT STANDARDS" TO LIMIT THE NUMBER OF RESIDENTIAL ACCESSES ON ARTERIAL AND MAJOR COLLECTOR STREETS.

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

WHEREAS, the purpose of arterial and major collector streets is to help traffic move through the City at a higher rate of speed; and

WHEREAS, residential accesses onto arterial and major collector streets is undesirable because it impedes the flow of traffic and may lead to increased traffic accidents; and

WHEREAS, in the interest of the health, safety and welfare of its citizens, Springville City deems it appropriate to pass this ordinance to limit the number of residential accesses on arterial and major collector streets.

NOW THEREFORE, the Springville City Council hereby ordains:

SECTION 1. SECTION AMENDED: Section 14-4-105 of the Springville City Municipal Code is hereby amended to read and provide as follows:

14-5-105 Lot Standards.

-
- (1) Access, Residential. Residential access from and onto arterial and major collector streets is prohibited, except for up to three mid-block driveway accesses that meet the following conditions:
- (a) Each access must be located at least 150 feet away from all intersections, locations of future intersections, and other residential accesses;
 - (b) Is less than forty feet (40') wide;
 - (c) Serves at least three residential dwelling units;
 - (d) Meets all ordinance and other legal requirements for driveway accesses; and
 - (e) Provides an on-site turnaround area that has an area large enough to allow vehicles that use the mid-block access to exit the street, turnaround, and re-enter onto the same street facing forward. The size and type of the turnaround area must be approved by the City Engineer and may be incorporated into a parking lot. ~~generally discouraged and where necessary, circular or on-site turn-arounds may be required to avoid vehicles from backing into traffic on arterial and major collector streets.~~
- (2) The residential access restriction in subsection (1) apply to subdivisions approved after October 15, 2016.

(~~2~~3) Double Frontage Lots. Residential interior lots shall be prohibited from having frontage on more than one street, except where unusual conditions make other designs undesirable for the City. These exceptions include issues associated with topographic or natural features and may also include consideration for separating low density residential development from arterial streets.

(~~3~~4) Lot Arrangement. The lot arrangement and design shall be such that lots will provide satisfactory and desirable space for building and be properly related to topography and natural features, to the character of surrounding development and to existing site development standards. In general side lot lines shall be at right angles to street lines (or radial to curved street lines).

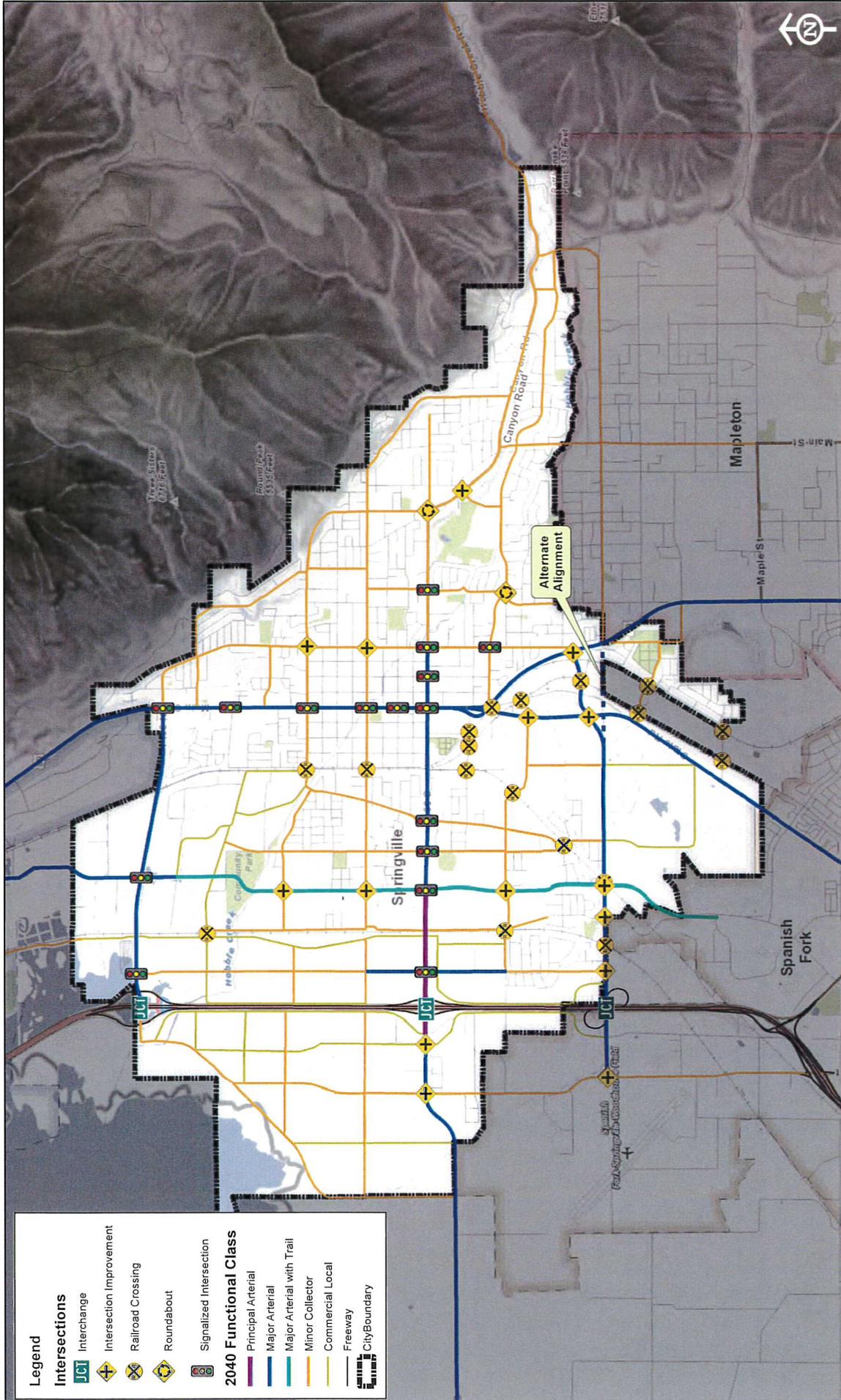
SECTION 2. EFFECTIVE DATE: This ordinance shall become effective immediately upon passage and posting.

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

MAYOR WILFORD W. CLYDE

ATTEST:

KIM RAYBURN, CITY RECORDER



Legend

Intersections

- Interchange
- Intersection Improvement
- Railroad Crossing
- Roundabout
- Signalized Intersection

2040 Functional Class

- Principal Arterial
- Major Arterial
- Major Arterial with Trail
- Minor Collector
- Commercial Local
- Freeway
- City Boundary

DATE: 9/20/2016
 DRAWN: TRB
 Figure 11



Springville Transportation Master Plan
 2040 Build Roadway Network

2162 West Grove Parkway
 Pleasant Grove, UT 84062
 (801) 763-5100

