



REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
MAY 19, 2020 AT 7:00 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER

**APPROVAL OF THE MEETING'S AGENDA
MAYOR'S COMMENTS**

PUBLIC COMMENT

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

CONSENT AGENDA

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

1. Approval of minutes for April 28, 2020, Budget Work meeting and the April 21, and May 05, 2020, Regular meetings.
2. Approval of the Mayor's appointment of Logan Millsap to the Active Transportation Ad Hoc Committee

REGULAR AGENDA

3. Consideration of a Resolution approving a property purchase agreement for 5.86 acres of property from Rocky Mountain Power near 1200 west and center street - Brad Stapley, Public Works Director
4. Consideration of an Ordinance amending Springville City Code Section 11-4-301, Land Use Matrix, to prohibit office/warehouse and other similar uses within 500 feet of an arterial street, including, but not limited to, the streets in Springville known as Main Street, 1400 North (SR 75), 400 South (SR 77) and SR 51 within the Highway Commercial and Regional Commercial Zones - Josh Yost, Community Development Director
5. Consideration of an Ordinance amending Springville City Code Section 11-4-301, Land Use Matrix, to conditionally permit multi-family buildings without a commercial component under the use "Dwelling - Single- or Multiple-Family above First Floor (Mixed Use) (When Parking Is Located to the Side or Rear of the Building)"; and amendments to the related Conditional Use Standards contained in 11-7-205 (5)- Josh Yost, Community Development Director

DISCUSSION/CITY BUSINESS

6. Mayor, Council and Administrative Reports

WORK STUDY ITEMS

7. Discussion of door to door solicitor sales - Josh Yost, Community Development Director
8. Discussion of the Flood Plain Ordinance - Jeff Anderson, City Engineer

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

9. *The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by UCA 52-4-205.*

ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 05/15/2020

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

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





MINUTES
Springville City Council Budget Planning Meeting - APRIL 28, 2020

Notice was given of an all-electronic meeting to minimize the potential spread of COVID-19, and as authorized by Utah Governor Gary Herbert's Executive Order #2020-05, the Springville City Council conducted an all-electronic Budget Planning Meeting beginning at 4:00 p.m. on Tuesday, April 28, 2020. There was no public access to the Springville City Council chambers. Those desiring to join the meeting did so electronically.

MINUTES OF THE BUDGET PLANNING MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, APRIL 28, 2020 AT 12:30 P.M. ELECTRONICALLY

Presiding and Conducting: Mayor Richard J. Child

Elected Officials in Attendance Electronically:

Liz Crandall
Craig Jensen
Patrick Monney
Matt Packard
Mike Snelson

City Staff in Attendance Electronically: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director, City Recorder Kim Crane, Operations Manager Rod Oldroyd, Building and Grounds Director Bradley Neel, Public Safety Director Craig Martinez, Recreation Director Corey Merideth, Community Development Director Josh Yost, Public Works Director Brad Stapley, and Library Director Dan Mickelson.

CALL TO ORDER

Mayor Child welcomed everyone and called the Budget Planning meeting to order at 4:00 PM.

COUNCIL BUSINESS

1) Welcome - Troy Fitzgerald, City Administrator

City Administrator Fitzgerald welcomed all in attendance. He reviewed the recent information from Utah Governor Gary Herbert regarding the COVID19 restrictions. He provided information on the preparation of the FY2021 budget with all of the uncertainty because of the virus. An overview was given of the guidelines for opening up to the public. It was expected the Governor would be issuing an order in the next few days regarding public guidelines. Social distancing guidelines will be in place with restrictions of numbers in groups. Masks will likely be required for some time. Returning to normal anytime soon was not likely. Symptom checking will be required of the public and employees. It was unclear what would be required. Under the orange risk, guidelines it requires gyms and fitness centers to stay closed and varies widely by city, some cities are opening pools and recreation centers with restrictions, while others are not opening.

Administrator Fitzgerald asked the council to weigh in on when they want to open and how in regards to Bartholomew Park, Civic Center, Library, Museum, and CRC. A discussion was raised about who would enforce social distancing and the interpretation of strict or permissive.

Administrator Fitzgerald explained the supply of PPE (Personal Protective Equipment) would need to be discussed and how much. He expressed some part-time employees are making more on unemployment than working and asked would they come back. Opening up facilities would involve more training and requirements for cleaning

Councilmember Monney commented staff would need to look at closing parks when they are full to help with social distancing. He expressed it would be very difficult to make sure everything is cleaned and sanitized anytime items are touched.

Administrator Fitzgerald reported opening the library would involve rearranging the furniture for social distancing and may take up to a week to gear up for the opening. The regulations could be a nightmare to navigate.

Councilmember Packard expressed it could be a day to day decision for the Mayor and City Administrator regarding operations. He observed it may be living the spirit of the order and not the letter.

Administrator Fitzgerald remarked in some areas we could rely on the citizens to help and make them aware of what is required.

Councilmember Snelson suggested putting information together for the public regarding what the city is doing.

2) Budget Foundation/Utah Leads Together v2.0 - Troy Fitzgerald, City Administrator

Administrator Fitzgerald explained there were no dollars in the budget for PPE, disinfectant, signs, to follow the guidelines, in part because of the requirements for the CARES Act, however, the city needs to have items budgeted in order to spend the funds. A review of the economic phased timeline from urgent, to stabilization and recovery, could go into 2022.

Administrator Fitzgerald stated some challenges with the budget are if the city opens the CRC sooner, they will need to cut more from the budget. Several facility budgets have been trimmed, and services would need to be cut because of increased expenses.

Councilmember Packard asked what would happen if the CRC did not open, because of the cost. Administrator Fitzgerald remarked staff will need to come up with some innovative ways to approach reopening.

Director Riddle commented according to the Governors guidelines it was recommended to keep gyms and fitness centers closed. It doesn't make sense to open up with the expense required. However, most other cities are going to open.

Mayor Child asked about the CRC season passes. Administrator Fitzgerald explained the passes were being honored by extending them at the end.

Mayor Child expressed it would be difficult to stay closed, with pressure from other cities being open.

Administrator Fitzgerald commented staff was looking at the economics of the situation, with the trepidation of do we keep the CRC open or layoff, police officers.

Councilmember Snelson expressed the need to inform citizens as to why the decisions were being made.

Administrator Fitzgerald reported they would keep an eye on sales tax revenues, and economics of the situation.

3) Budget Summary Sheet - Troy Fitzgerald, City Administrator

Administrator Fitzgerald provided information on the budget forecast with sales tax down 7%, development down 20%, the CRC, and Programming down 25%. In reviewing the budget summary total revenues were down overall by 4.5% or about \$1.5 million in the budget.



4) Revenues - Troy Fitzgerald, City Administrator

Administrator Fitzgerald reviewed the projected revenues and shortfalls of the budget.

5) Reserves - Bruce Riddle, Assistant City Administrator/Finance Director

Director Riddle provided an overview of the cash reserve status. He explained existing capital projects are in process and are included in the reserves, breaks or stops can be put into place if the city is in dire need, currently, the budget does dip into the reserves a small amount.

Councilmember Snelson asked about the philosophy of keeping the golf course in the enterprise fund rather than the general fund. Director Riddle explained the golf course was a money-making entity. Councilmember Snelson asked if it would be easier to fund repairs and needs at the golf course using the general fund. Director Riddle expressed to have it be self-sustaining, it would need to operate as a business. Administrator Fitzgerald expounded if the golf course is making money the funds can be kept for its own benefit.

6) Wages and Benefits - Troy Fitzgerald, City Administrator

Administrator Fitzgerald explained currently there were no raises budgeted, the only benefit going up was medical insurance by approximately 7%, with some negotiating to bring the cost down, and it would be covered in the budget

Administrator Fitzgerald reported on Public Safety Pensions. In 2011 the Utah pension program was in trouble and created a second tier. Last year they discovered an inequality in the public safety tier. They fixed it by having the employee pay for it and decreasing their pay. The budget proposes that the City pays all of the changes. Currently, the city pays for all pensions for all Tier I and Tier II pensions except the 2.27%, the cost would be significant of approximately \$50,000.

7) Fees

Administrator Fitzgerald reported there were no fee changes. He provided information on fees needing to be increased because of general operations.

Councilmember Jensen commented the yard waste recycling area does need some help, they are very busy and receiving a lot of green waste.

Mayor Child commented on the need to explore the fee for green waste so that it is not dumped on the side of the road because they don't want to pay the fee.

Councilmember Jensen asked what the status was on the Fire Department. Administrator Fitzgerald stated the money was in the budget to build out the fire station. Part of the issue was impact fees and they need to be updated. Zions is working on the plan and the city was waiting for the study to be completed.

Councilmember Packard asked about enterprise funds being down, such as electrical and water. Administrator Fitzgerald explained they looked at the models and forced them down 5% in most revenue classifications, assuming there would be economic challenges over the first part of the fiscal year. Currently, Power was up 2.6% and next month it may be relaxed.

Councilmember Packard asked about having tripwires in the budget. Administrator Fitzgerald explained safeguards have been incorporated into the budget.

Councilmember Snelson asked about the budget being the same as it was previously for fireworks and the float. Administrator Fitzgerald reported the expenses for Art City Days were for FY2021 and is for Art City Days next year.

Councilmember Monney expressed he would like to have something in the budget for a celebration in September and the council could look at it later. Administrator Fitzgerald said they would review it and see what may be in other events.

Councilmember Packard asked about possible purchases of capital items. Administrator Fitzgerald conveyed if it made sense to purchase a piece of equipment and the dollars were there to go ahead with the purchase or if a property becomes available to hold for the future.

Administrator Fitzgerald reported on the safeguards put into place in the budget.

Mayor Child expressed his appreciation with staff and commented they have done well with the circumstances.

Councilmember Packard agreed staff has done the best with the information available.

Administrator Fitzgerald reported staff was working to maintain the city service level. He stated unless there were more questions tomorrow's budget meeting could be canceled.

Council was in agreement to cancel tomorrow's budget meeting.

ADJOURNMENT

COUNCILMEMBER SNELSON MOVED TO ADJOURN THE BUDGET PLANNING MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:12 P.M.

COUNCILMEMBER MONNEY SECONDED THE MOTION, ALL VOTED AYE.

This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, April 28, 2020.

I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, April 28, 2020.

DATE APPROVED: _____

Kim Crane, CMC
City Recorder



Notice was given of an all-electronic meeting to minimize the potential spread of COVID-19, and as authorized by Utah Governor Gary Herbert's Executive Order #2020-05, the Springville City Council conducted an all-electronic Council Meeting beginning at 7:00 p.m. on Tuesday, April 21, 2020. There was no public access to the Springville City Council chambers. Those desiring to join the meeting did so electronically.

MINUTES OF THE ELECTRONIC SPECIAL MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, APRIL 21, 2020 AT 7:00 P.M.

Presiding and Conducting Electronically: Mayor Richard J. Child

Elected Officials in Attendance Electronically: Liz Crandall
Craig Jensen
Patrick Monney
Matt Packard
Mike Snelson

City Staff in Attendance Electronically: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Bruce Riddle, Assistant City Administrator/Finance Director, and City Recorder Kim Crane.

CALL TO ORDER

Mayor Child called for a roll call of councilmembers in attendance, welcomed everyone, and called the meeting to order at 7:00 p.m.

APPROVAL OF THE MEETING'S AGENDA

COUNCILMEMBER SNELSON MOVED TO APPROVE THE MEETINGS AGENDA AS WRITTEN. COUNCILMEMBER PACKARD SECONDED THE MOTION, THE VOTE IS RECORDED AS FOLLOWS:

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

MAYOR'S COMMENTS

Mayor Child welcomed the Council, staff, and audience.

CONSENT AGENDA

1. Approval of minutes for the regular meetings held on March 03, 17, 2020 and April 01, 2020
2. Approval of the Mayors re-appointment of Jeremy Barker and the appointment of Polly Dunn to the Parks and Recreation Board
3. Approval of a proclamation declaring April 24, 2020, Arbor Day

COUNCILMEMBER JENSEN MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN.
COUNCILMEMBER CRANDALL SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

REGULAR AGENDA

4. Consideration of a Resolution pursuant to City Code and Section 10-9a-509 of the Utah Code that formally initiates proceedings to amend Springville's land use regulations in a manner that would prohibit office warehouse and other similar type uses in the highway commercial zone - Josh Yost, Community Development Director

Director Yost provided a map of the area involved and explained the proposal is to initially amend the Highway Commercial Zone to prohibit office warehouse uses from being constructed within a certain distance of arterial and major arterial streets. Back in March of 2016, the Springville City Council adopted the Lakeside Community Plan as an element of the Springville General Plan. The plan contained a future land use map establishing various land use designations within the Lakeside Community Planning Area. The zoning in the area has not been changed to align with the adopted future land use map. Community Development has received inquiries for the development of large office warehouse buildings along 400 South in this area. In order to preserve the City's ability to implement the Lakeside Community Plan, it is necessary to adopt the resolution. The resolution will prevent potential development applications, which are contrary to the intent of the General Plan, from becoming vested under the existing land use regulations for the area.

Mayor Child asked about the setback requirement. Director Yost explained it would be taking the smallest amount of area to eliminate warehouse office in areas that conflict with the general plan.

Councilmember Packard would like to understand the pros and cons of warehouse offices. Director Yost reported this case is reacting to the general plan for the area, which is mixed-use, and warehouse offices do not fit with the general plan. The plan is working to give some breathing room. Administrator Fitzgerald commented it would be limiting it to certain uses.

Councilmember Snelson noted when this was discussed with the previous council they wanted retail in the area and not office warehouses.

Councilmember Crandall asked about the setback of 500 feet. Administrator Fitzgerald explained the council would have six months to determine what they want in the 500 feet. Currently, there are no pending applications.

Councilmember Jensen expressed he wanted more discussion before approving uses.

COUNCILMEMBER SNELSON MOVED TO APPROVE RESOLUTION #2020-15 TO FORMALLY INITIATE PROCEEDINGS TO AMEND SPRINGVILLE'S LAND USE REGULATIONS IN A MANNER TO LIMIT OFFICE WAREHOUSE AND OTHER SIMILAR TYPE USES IN CERTAIN AREAS WITHIN THE HIGHWAY COMMERCIAL ZONE.

COUNCILMEMBER PACKARD SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

RESOLUTION #2020-15 APPROVED

94 **DISCUSSION/CITY BUSINESS**

95 **5. Mayor, Council, and Administrative Reports.**

96 Mayor Child asked Councilmember Jensen for an update on the Solid Waste Transfer Station.
97 Councilmember Jensen reported they are proceeding with development and have been through the final
98 design stage.

99 Administrator Fitzgerald asked the Council what they would like to see on upcoming agendas. He
100 provided the Governors public health guidance plan. Explaining there would be limited groups for some
101 time and electronic meetings would be needed for the immediate future. He asked if the Council would
102 like to keep items to a critical nature or allow for more content.

103 Councilmember Snelson asked about having an electronic meeting along with a personal meeting
104 following the guidelines for numbers in attendance.

105 Councilmember Packard asked about using another room in the City offices to house more
106 attendees. Administrator Fitzgerald noted the multi-purpose room has the functions for this. He will bring
107 back more information and ideas for the council.

108 Administrator Fitzgerald commented staff would look at multiple ways to handle meetings and
109 explained there would be a need for operating guidelines. The process from going from moderate to low
110 risk can be a large task, with the requirement of masks and social distancing.

111 Councilmember Jensen expressed community awards are a part of what we do as a council and
112 would like to see them continue.

113 Building and Grounds Director Neel spoke to a request regarding the Ray Arthur Wing Park and
114 stated they have been in contact with the citizen and have addressed the problem.

115 Councilmember Snelson reported there was a group that would like to create some banners to
116 put on light poles along Main Street for the graduating seniors. City Attorney Penrod explained the policy
117 is, only City-sponsored events are allowed on banners, otherwise it could be opening up a forum and run
118 into problems with content. Administrator Fitzgerald reported Nebo School District felt strongly each
119 school within their district should be treated the same, it was not binding, the District was requesting this
120 of the cities.

121 Councilmember Monney expressed it would be difficult to name everyone for fear of missing
122 someone. A generic congratulations to the class of 2020 with banners would be a possibility. There could
123 be challenges of missing other charter schools as well.

124 Mayor Child commented it should be generic for all graduating seniors.

125 Councilmember Crandall suggested explaining to the School District what we would like to do and
126 let the District communicate it to other schools and cities.

127 Attorney Penrod asked for the contact information and city staff would work with them. A
128 proclamation could also be done.

129 Councilmember Monney conveyed he felt it important to honor the schools within the city.

130 Councilmember Crandall stated she had been approached about the possibilities for Art City
131 Days. Some citizens want to plan and do their own celebrating. Councilmember Monney cautioned on
132 the liability they could be taking; the City would be unable to sponsor the events and it should not be
133 considered an "Art City Days" event.

134 **ADJOURNMENT**

135 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE CITY COUNCIL MEETING AT 7:55
136 P.M. COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, April 21, 2020
I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,
State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday,
April 21, 2020.

DATE APPROVED: _____

Kim Crane, CMC
City Recorder

Notice was given of an all-electronic meeting to minimize the potential spread of COVID-19, and as authorized by Utah Governor Gary Herbert's Executive Order #2020-05, the Springville City Council conducted an all-electronic Council Meeting beginning at 7:00 p.m. on Tuesday, May 05, 2020. There was no public access to the Springville City Council chambers. Those desiring to join the meeting did so electronically.

MINUTES OF THE ELECTRONIC SPECIAL MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, MAY 05, 2020 AT 7:00 P.M.

Presiding and Conducting Electronically: Mayor Richard J. Child

Elected Officials in Attendance Electronically: Liz Crandall
Craig Jensen
Patrick Monney
Matt Packard
Mike Snelson

City Staff in Attendance Electronically: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Bruce Riddle, Assistant City Administrator/Finance Director, and City Recorder Kim Crane. Public Safety Director Craig Martinez, Golf Pro Craig Norman, Building and Grounds Director Bradley Neel, Community Development Director Josh Yost, Public Works Director Brad Stapley, Museum of Art Director Rita Wright

CALL TO ORDER

Mayor Child called for a roll call of councilmembers in attendance, welcomed everyone, and called the meeting to order at 7:00 p.m.

MAYORS COMMENTS

Mayor Child welcomed the Council, staff, and those in attendance electronically. He asked Chief Martinez to introduce the new Code Enforcement Officer, Burl Willardson. Officer Willardson comes to Springville after a twenty-year career in the Army and has been with the Springville Police Department for just over a year, he recently accepted the position of Code Enforcement Officer. Officer Willardson said he was looking forward to being a community liaison and bringing pride to the community.

Mayor Child asked when the council would be meeting together. Administrator Fitzgerald stated it would need to be discussed.

PUBLIC COMMENT

Mayor Child introduced the Public Comment section of the agenda. He asked if there were any written comments submitted. There were none.

APPROVAL OF THE MEETING'S AGENDA

COUNCILMEMBER PACKARD MOVED TO APPROVE THE MEETINGS AGENDA AS WRITTEN. COUNCILMEMBER MONNEY SECONDED THE MOTION, THE VOTE IS RECORDED AS FOLLOWS:

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

CONSENT AGENDA

1. Approval of minutes for the regular meeting held on April 07, 2020
2. Approval of the Mayor's appointments of Karen Ellingson and Carrie Bennett to the Active Transportation Ad Hoc Committee
3. Approval of a proclamation for the 2020 high school graduating class

Mayor Child asked Councilmember Snelson to read the proclamation for the 2020 high school graduating class.

COUNCILMEMBER SNELSON MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN.

COUNCILMEMBER JENSEN SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

REGULAR AGENDA

4. **Consideration of an Ordinance for Creek Corridor Preservation - John Penrod, Assistant City Administrator/City Attorney**

Attorney Penrod reported before December 2019, a resident purchased the property in Mapleton City directly across Hobbles Creek from the resident's property in Springville. The resident submitted plans to the State's Water Rights Division to obtain a Stream Alteration Permit to allow the resident to build a private bridge across Hobbles Creek from the resident's Springville property to the resident's Mapleton property. As part of the Stream Alteration Permit program, the State provided the resident's submittal to the City for comment. That was the first time the City was made aware of the resident's desire to build a private bridge.

The resident then approached the City, desiring the City to approve the building of the private bridge. Under the City's current ordinance, such a bridge may not be built. The ordinance does allow for bridges to be built on a resident's property with the permission of the City Council. However, the bridge may not be within 50 feet of the creekside edge of a creek corridor.

Attorney Penrod reported several issues were raised by the council in a previous presentation. Including definitions of "creek", "recreation and maintenance easement", and "defining structure". Two separate amendments were before the council Ordinance "A" and Ordinance "B". Attorney Penrod explained the requirements in each ordinance and stated concerns were if debris were to back up on a bridge it could cause flooding of surrounding property.

Councilmember Monney asked about Ordinance "A" regarding what property must be owned on each side of the creek to connect a bridge, and how likely that would be. Attorney Penrod replied some areas could have a vacant parcel on one side and multiple parties could purchase the property together.

Stapley reported mapping from FEMA shows where flooding could spread and the elevation. He expressed when it is a public area the city can get to it with heavy equipment if it's private property it is more difficult.

Councilmember Crandall asked if different types of bridges had been considered and if Attorney Penrod was comfortable with the ordinance stating the property owner would be responsible for damages. Penrod explained there is government immunity, however, surrounding neighbors may not have a place to go for their damages.

Penrod stated the Planning Commission was concerned about the flooding

Mayor Child explained there were options "A" or "B" ordinances or send it back to the Planning Commission for more discussion.

COUNCILMEMBER JENSEN MOVED TO *APPROVE* **ORDINANCE #09-2020A** THAT AMENDS SECTION 11-6-130 OF THE SPRINGVILLE CITY CODE REGARDING THE PROTECTION OF CREEK CORRIDORS.

COUNCILMEMBER CRANDALL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	NAY
COUNCILMEMBER PACKARD	NAY
COUNCILMEMBER SNELSON	NAY

THE MOTION FAILED

COUNCILMEMBER PACKARD MOVED TO *APPROVE* **ORDINANCE #09-2020B** THAT AMENDS SECTION 11-6-130 OF THE SPRINGVILLE CITY CODE REGARDING THE PROTECTION OF CREEK CORRIDORS.

COUNCILMEMBER MONNEY SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER CRANDALL	NAY
COUNCILMEMBER JENSEN	NAY
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

ORDINANCE #09-2020B APPROVED

5. Consideration of a Resolution and Agreement between Springville City and Evans Legacy Development and Jamie Evans - John Penrod, Assistant City Administrator/City Attorney

Attorney Penrod reported on the history of the property from 1984 and 1995 regarding a permit with the Army Corp of Engineers. Developers, Jamie, and Terry Evans own property within Springville City at the location of 816 West Raymond Klauck Way, on which the Developers are developing the Evans Legacy Park. The Evans Legacy Park consists of two office warehouse buildings immediately north of the Stouffer Plant. The Developers are under a self-imposed time crunch to start their project to develop it in the best economical manner. The Developer submitted their project in late November. The only item that is still outstanding is a letter from the Army Corps of Engineers stating that no wetlands exist on the property.

Attorney Penrod reviewed city ordinances regarding the site plan and what the developer needs to provide, along with a review of the developer's documentation was given and the proposed agreement.

COUNCILMEMBER SNELSON MOVED TO *APPROVE* **RESOLUTION #2020-16** THAT APPROVES THE EXECUTION OF AN AGREEMENT BETWEEN SPRINGVILLE CITY AND THE DEVELOPER OF THE EVANS LEGACY PARK TO PROVIDE AN ARMY CORPS OF ENGINEERS LETTER PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY.

COUNCILMEMBER PACKARD SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

RESOLUTION #2020-16 APPROVED

6. **Consideration of a Resolution regarding the Springville City Tentative Budget for Fiscal Year 2020/2021, and a request to schedule a Public Hearing date and time for formal adoption of the Final Budget - Bruce Riddle, Assistant City Administrator/Finance Director**

Director Riddle reported the Uniform Fiscal Procedures Act for Utah Cities requires that Springville City adopt a tentative budget in the first regular council meeting in May for the following year and set a date for a public hearing and final adoption before the end of June.

Director Riddle reported on the economic effects of the COVID19 Pandemic from a presentation by Juliette Tennert, Chief Economist, with the U of U Kem C Gardner Institute. A key indicator from economists is jobless claims, and vary geographically. Retail sales varied from high grocery store sales to low retail sales.

Director Riddle reviewed the budget foundation, by best, worst, and most likely case scenarios. Some assumptions with the current pandemic FY2021 Quarter 1, stabilization phase, Quarter 2 Recovery Phase, Quarter 3, and 4 New Normal. Part-time hours in affected areas could be reduced by 25%. Staff intends to frequently re-evaluate as new information is available.

Councilmember Packard expressed in a previous meeting a request for a more in-depth discussion of fees was raised, particularly on solid waste and recycling, he would like to have more discussions regarding fees, not necessarily to change them, but see if they are adequate.

Monney questioned the 25% reduction of part-time hours across the board. He expressed some areas were not affected as much as others. Director Riddle explained some areas such as the Library was utilizing part-time employees to cover the drive-up book service, where employees were gathering books for distribution versus the public gathering their own. Compared to other areas that may not have been as busy.

Director Riddle explained funds for a city celebration would be added to the final budget and some contractual changes in public safety would be adjusted.

COUNCILMEMBER MONNEY MOVED TO *APPROVE* **RESOLUTION #2020-17** BY THE SPRINGVILLE CITY COUNCIL TO ADOPT THE CITY OF SPRINGVILLE TENTATIVE BUDGET FOR THE FISCAL YEAR 2020-2021 AND SET A PUBLIC HEARING FOR ADOPTION OF THE FINAL BUDGET ON JUNE 16, 2020, AT 7:00 P.M.

COUNCILMEMBER PACKARD SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE

188 **RESOLUTION #2020-17 APPROVED**

190 **DISCUSSION/CITY BUSINESS**

192 **7. Mayor, Council, and Administrative Reports.**

There was none.

194 **ADJOURNMENT**

COUNCILMEMBER JENSEN MOVED TO ADJOURN THE CITY COUNCIL MEETING AT 8:55
P.M. COUNCILMEMBER MONNEY SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

198

200

202 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, May 05, 2020*
204 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*
State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday,
May 05, 2020.

206

DATE APPROVED: _____

208

Kim Crane, CMC
City Recorder

210



STAFF REPORT

DATE: May 15, 2020

TO: Honorable Mayor and City Council

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

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A PROPERTY PURCHASE AGREEMENT FOR 5.86 ACRES OF PROPERTY FROM ROCKY MOUNTAIN POWER NEAR 1200 WEST AND CENTER STREET.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____ that approves a property purchase agreement to purchase approximately 5.86 acres of property from Rocky Mountain Power near 1200 West and Center Street for the future 1200 West right-of-way for a major arterial roadway with trail.

SUMMARY OF ISSUES/FOCUS OF ACTION

Springville City is in the process of acquiring a 5.86 acre parcel just north of Center Street for the purpose of constructing a Major Arterial Roadway with Trail (1200 West).

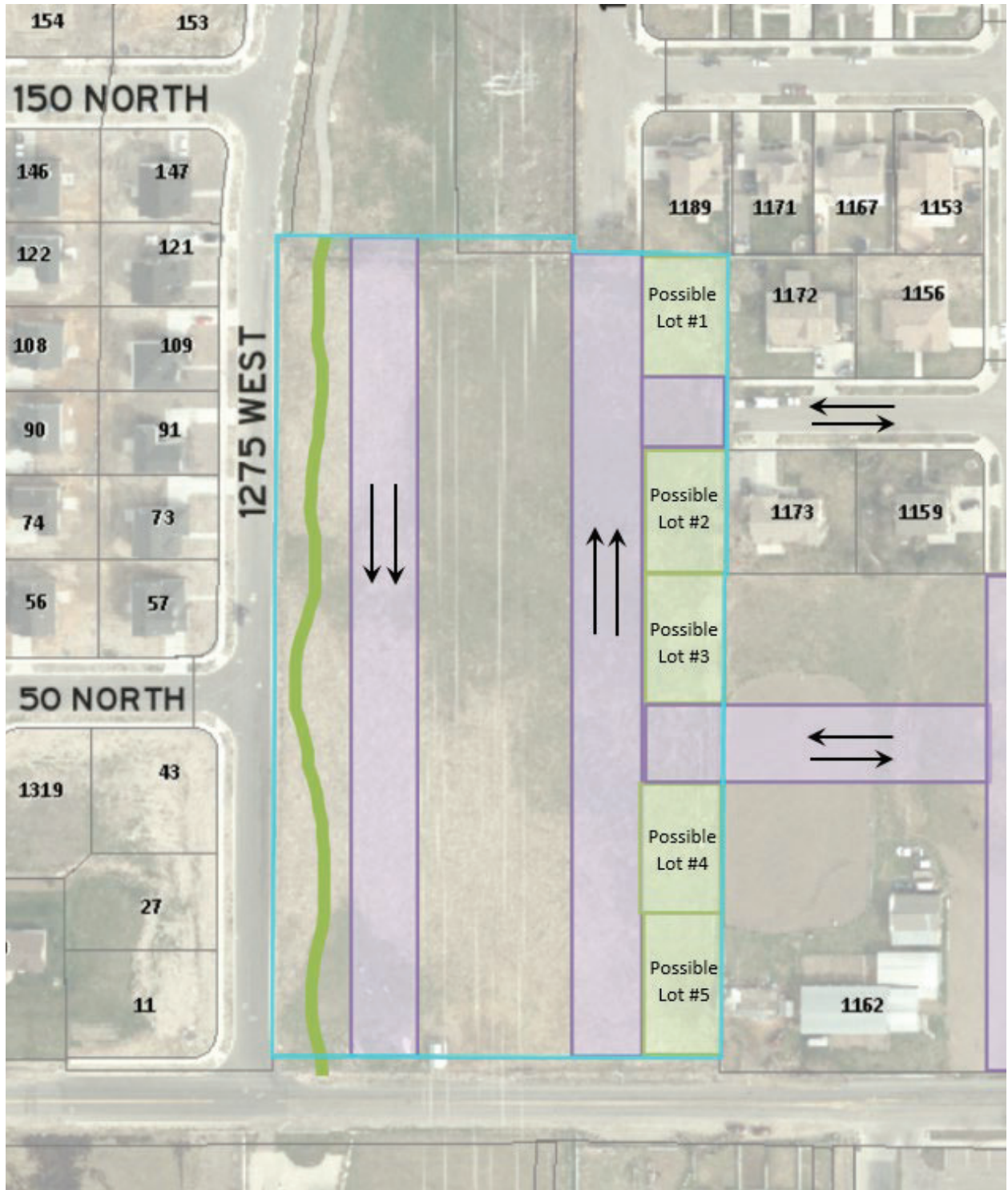
Mountainland Association of Governments (MAG) Corridor Preservation funds are immediately available for the purchase of a portion (approximately 50%) of said property.

With the approval of the attached resolution, the City will front the remaining 50% of the property cost, to be reimbursed by Utah County to the City in January 2021, as part of the MAG approved 1200 West - Segment #3 funded project.

BACKGROUND

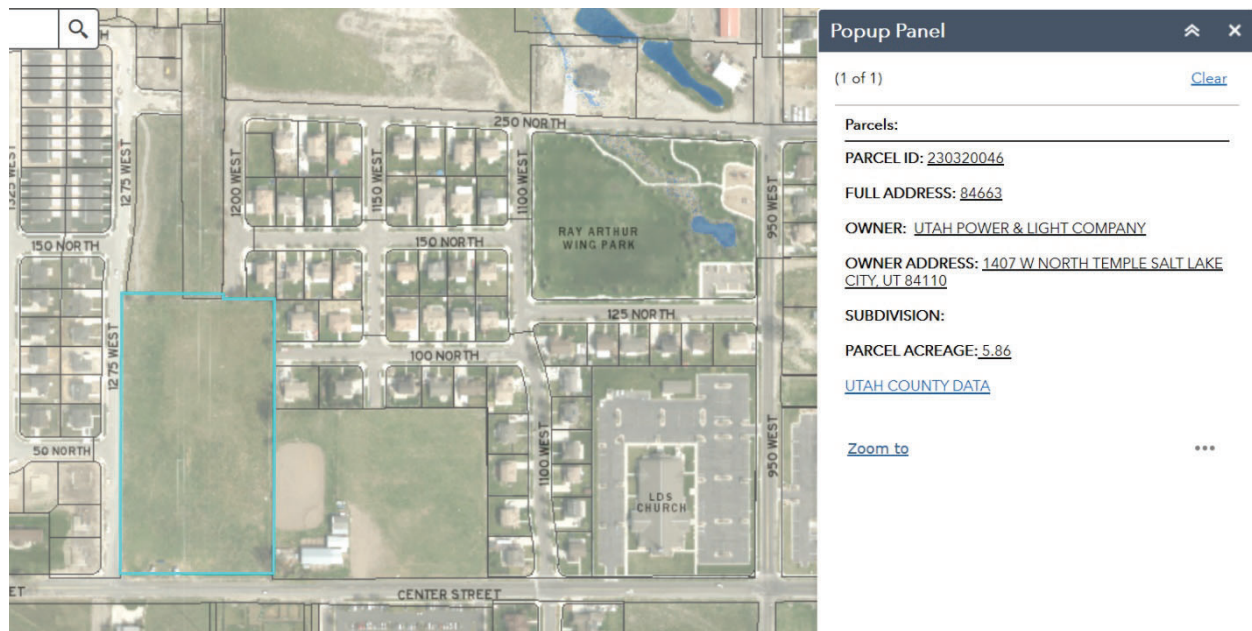
Springville City Public Works has received approval from MAG for the construction of a two-lane pilot roadway project known as 1200 West - Segment #3 (**1200 West Project**) which consists of a two-lane pilot roadway (initially accommodating north-south traffic) on 1200 West from 400 South to 550 North in Springville, Utah.

The initial pilot roadway cannot be built until a certain property (**Needed Property**) is purchased for right-of-way purposes, which Needed Property also encompasses the future right-of-way alignment for an expanded 1200 West Major Arterial Roadway (converting the initial north-south lanes to two (2) northbound only lanes and adding two (2) additional southbound lanes) as shown in the exhibit below.



The **Needed Property** is shown as Utah County Parcel number 230-3200-46, is owned by the Utah Power and Light Company (Rocky Mountain Power), and consists of 5.86 acres

of undeveloped land with two (2) high voltage power lines running north-south through the property as shown in the photo below.



The **Needed Property** owner will only sell the **Needed Property** in whole, thus placing the **1200 West Project** and the **Future Project** (1200 West additional southbound lanes) within the same property purchase.

DISCUSSION

On February 6, 2020, the MAG Regional Planning Committee approved the use of \$367,332.00 Corridor Preservation funds to be used for the **Future Project** as part of the purchase of the 5.86 acre Rocky Mountain Power parcel.

On February 26, 2020, the Utah County Commission approved Agreement No. 2020-125, an inter-local cooperative agreement between Utah County and Springville City to facilitate the construction of the **1200 West Project**, which contains funding for the purchase of a portion of the **Needed Property**.

The Commission's approval, along with Springville City's concurrent approval of this inter-local agreement will allow the **1200 West Project** to move toward construction, with funding available in January 2021.

The following is a summary of some of the provisions of the Property Purchase Agreement:

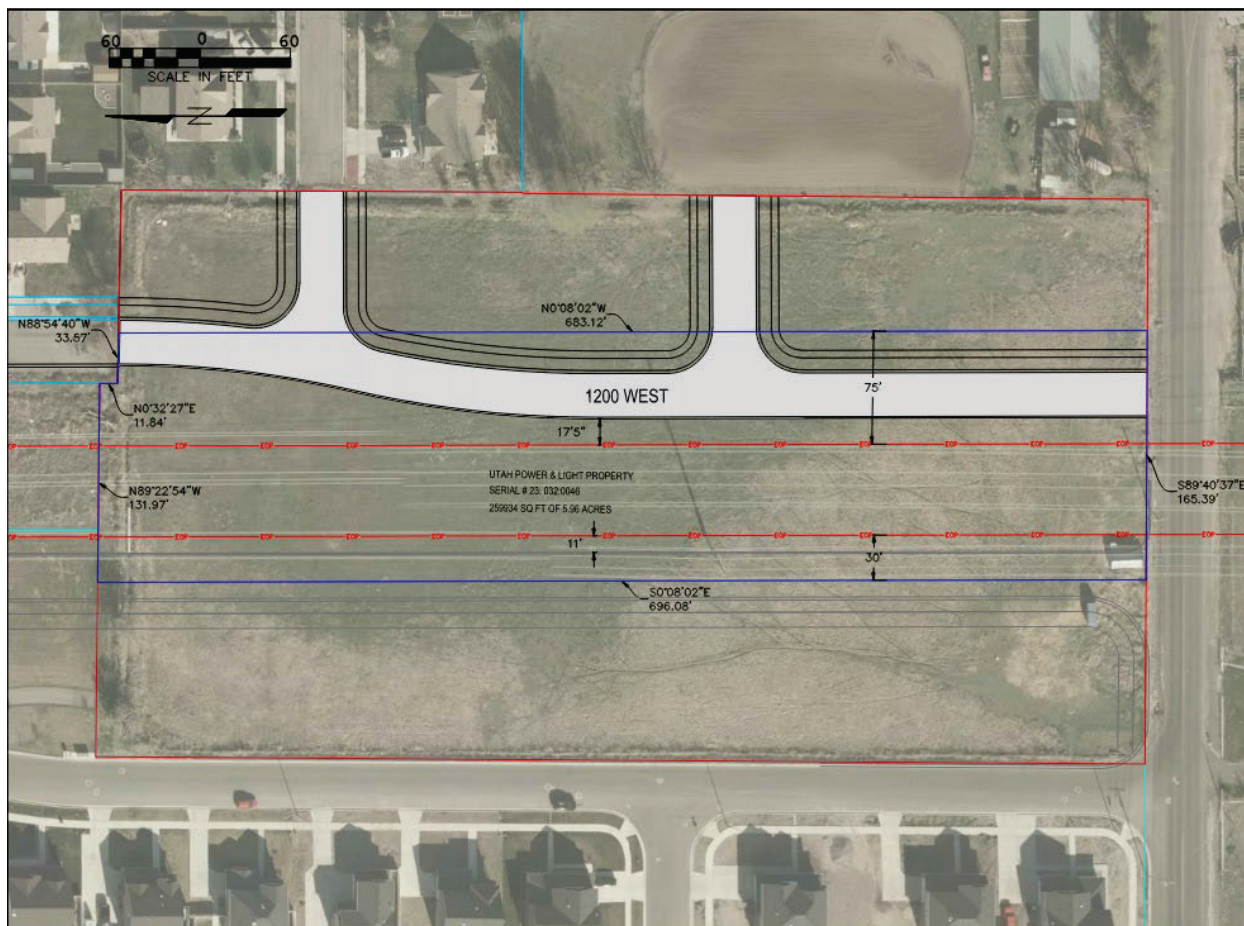
- Property. The City will purchase 5.86 acres of property.
- Purchase Price - Purchase price is \$610,000.00, which is the appraised amount.
- Due Diligence - The City will have a 30-day due diligence period.
- Title Insurance - The Seller shall provide Title Insurance for the parcel.
- Closing. Closing must occur before December 31, 2020. Title will transfer with a quit-claim warranty deed.

- With regard to a Quit-Claim Deed, City staff has discussed this matter with MAG and received the following written correspondence:

“I’ve discussed your concerns about [Rocky Mountain Power] RMP not being willing to give you a warranty deed with the UDOT director of ROW, Charles Stormont. He indicates to me that this has been their experience as well. In response, UDOT has performed its due diligence with regards to the deed histories and then taken out adequate title insurance policies to protect itself, and still purchased some RMP parcels. It sounds like a common practice with this utility.”

Jim Price
Mountainland Association of Governments
May 14, 2020

- Easements.
 - The property purchase agreement allows Rocky Mountain Power to retain a utility easement for their current 345 KV and 138 KV power lines that run through the property in a north-south direction as shown below.



FISCAL IMPACT

The \$610,000 property costs will be distributed as follows:

- MAG Corridor Preservation Funding in the amount of 367,332.00, which includes:
 - 60% of the 5.86 acres at \$104,095 per acre = \$364,332, plus
 - \$3,000 for Closing Costs
- Springville City initial cost of this transaction (to be reimbursed by Utah County in January 2021) are as follows:
 - 40% of the 5.86 acres at \$104,095 per acre = \$244,000, plus
 - \$2,000 for Closing Costs

This project was funded in the 2018-19 Budget year using CIP Funds (GL#45-4410-200) with a balance of \$2M. The funds are currently available for this property purchase.

BRADLEY D. STAPLEY

Public Works Director

bstapley@springville.org

801.489.2711

springville.org



AGENDA ITEM #7

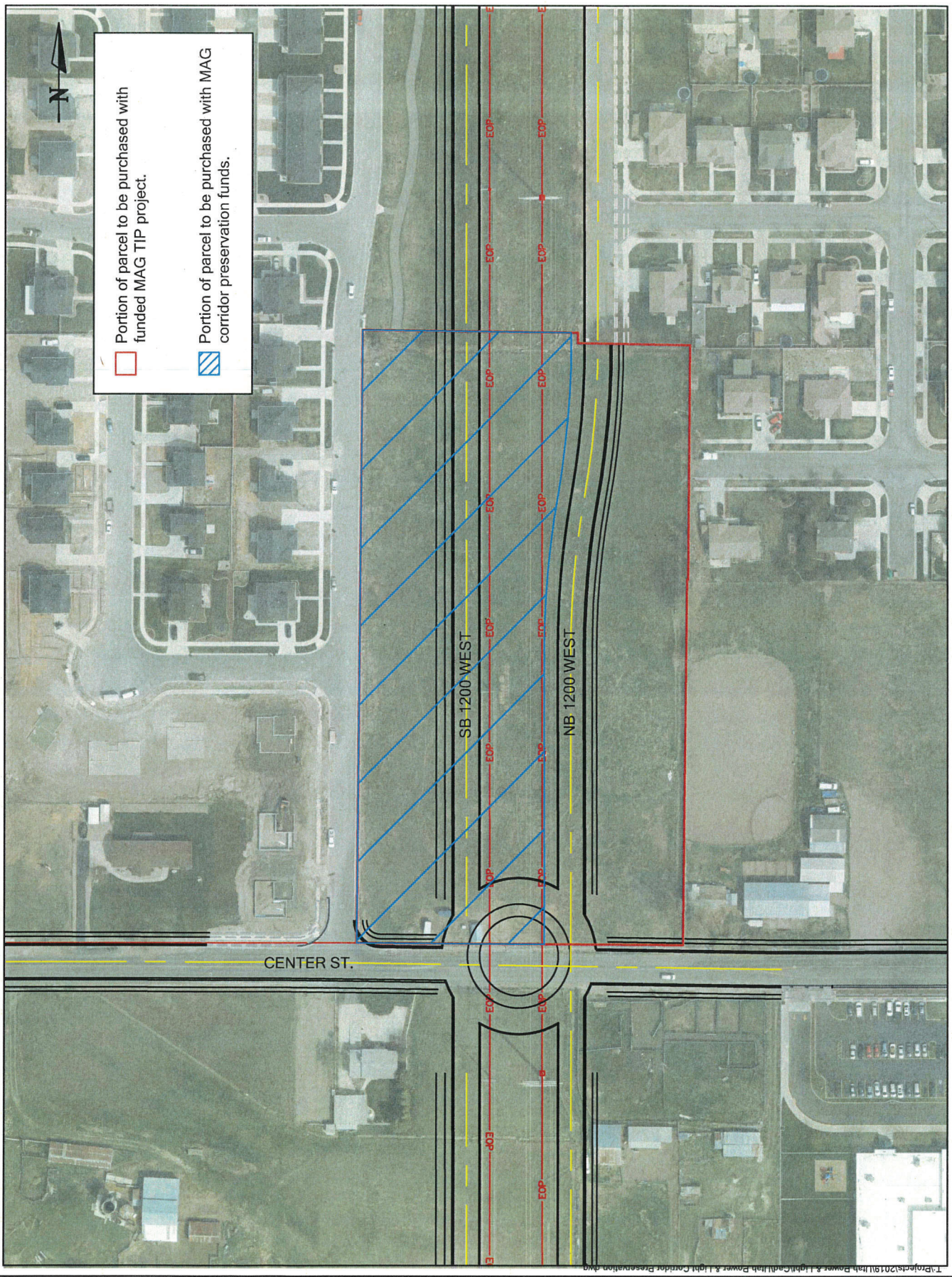
DATE:	February 6, 2020
SUBJECT:	Springville Corridor Preservation Application
PREPARED BY:	Jim Price
BACKGROUND:	Springville is attempting to acquire undeveloped ground from Utah Power and Light for sections of the 1200 W project. Because portions of the parcel contain ROW for both a funded and an unfunded project, the city had asked UP&L to divide the parcel so that Corridor Preservation Funds can be used to purchase the appropriate portion, and project funds the remaining when those are available. UP&L is refusing to divide the parcel and is willing to sell only as a whole. Project funds will be available in 2021, but the city feels it necessary to purchase the property now and is asking RPC to allow the Corridor Preservation Fund to pay for the portion of the parcel that lies outside the funded project. The portion inside the funded project will be paid for by the city, to be reimbursed later by the project. (See attached map) The parcel is 5.86 acres, with the portion eligible for CP funds at approximately 3.5 acres (60% of the total area). The appraised value is \$104,095 per acre; therefore, the city is requesting \$364,332 for the land and 60% of the estimated closing costs of \$5000, or \$3000, for a total of \$367,332. This request was reviewed by the Technical Advisory Committee on January 27, 2020, and is forwarded with a recommendation for approval.
STAFF RECOMMENDATION:	Staff recommends that the Regional Planning Committee approve this request.
RECOMMENDED MOTION:	"I move that the Regional Planning Committee approve the Springville City request for \$367,332 in Corridor Preservation Funds, with approval to lapse one year from today if the property has not yet been acquired."

CONTACT PERSON:	Jim Price 801-400-8736 jprice@mountainland.org
ATTACHMENTS:	Springville Corridor Preservation Fund Application and Map

GRAPHIC SCALE	1" = 150'	GRAPHIC #
DATE	05/20/19	DATE
CHECK	J.A.	BY
DESIGN	TJA	DATE
REVISION		

1200 WEST - CORRIDOR PRESERVATION
UTAH POWER & LIGHT TO SPRINGVILLE

SPRINGVILLE ENGINEERING
110 SOUTH MAIN STREET
SPRINGVILLE, UTAH 84606



☐ Portion of parcel to be purchased with funded MAG TIP project.
☒ Portion of parcel to be purchased with MAG corridor preservation funds.



RESOLUTION #2020-XX

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN SPRINGVILLE CITY AND ROCKY MOUNTAIN POWER FOR THE PURCHASE OF 5.86 ACRES OF PROPERTY TO BE USED FOR ROADWAY RIGHT-OF-WAY FOR THE 1200 WEST MAJOR ARTERIAL ROADWAY AND TRAIL.

WHEREAS, Springville City's Transportation Master Plan designates a roadway corridor for the 1200 West major arterial roadway and trail, which corridor passes through the property that is currently owned by Rocky Mountain Power Company (Rocky Mountain), an unincorporated division of PacificCorp, an Oregon corporation; and

WHEREAS, the attached agreement is a purchase and sale agreement between the City and Rocky Mountain wherein the City will be purchasing the needed property for right-of-way purposes from Rocky Mountain for the purchase price of \$610,000.00; and

WHEREAS, as part of the agreement, the City will grant a utility easement to Rocky Mountain to maintain the existing 345 KV and 138 KV power transmission lines that run through the property; and

WHEREAS, after considering this matter in an open electronic meeting on May 19, 2020, the Springville City Council finds that the proposed purchase and sale agreement, including the easement, is necessary for the City to meet the growing needs of the City's transportation system, and is in harmony and consistent with the City's Transportation Master Plan, will benefit the City, is in the public interest, and complies with the law.

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

SECTION 1. Agreement Approval. The Purchase and Sale Agreement, substantially in the form attached as Exhibit A, is approved and shall be executed by Springville City. The City Engineer, or his designee, may review, amend and add any necessary exhibits, including legal descriptions. The City Attorney may approve minor revisions to the agreement.

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

PASSED AND APPROVED this 19th day of May 2020.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

**AGREEMENT
FOR SALE AND PURCHASE
OF REAL PROPERTY**

This Agreement for Sale and Purchase of Real Estate (the "Agreement") is entered into as of the ____ day of _____, 2020, by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation ("Seller") and Springville City, a municipal corporation of the State of Utah ("Buyer").

RECITALS

A. Seller owns a parcel of real property (referred to herein as "Seller's Parcel"), located in the County of Utah, State of Utah. A legal description of Seller's Parcel is attached hereto as Exhibit A.

B. Buyer desires to purchase Seller's Parcel together with all rights, privileges and easements belonging thereto, but expressly excluding Seller's facilities located on the property, including Seller's electric facilities and all accessories and appurtenances thereto, and expressly excluding the Easement to be granted by Buyer to Seller at closing pursuant to sections 1.4 and 6.2(b)(ii)(2), (collectively referred to herein as the "Property") as more particularly shown in Exhibit "A" attached hereto and by this reference made a part of this Agreement.

TERMS AND CONDITIONS

In consideration of the amounts to be paid and the mutual promises contained herein, the receipt and acceptance of which is hereby acknowledged, Buyer and Seller agree as follows:

**ARTICLE I
AGREEMENT TO PURCHASE AND SELL; PURCHASE PRICE**

1.1 Purchase and Sale. In accordance with the terms and conditions set forth in this Agreement Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, all right, title and interest in and to the Property. Any water rights associated with the Property are not included as part of this Agreement.

1.2 Purchase Price. The purchase price for the Property (the "Purchase Price") is Six-Hundred Ten- Thousand Dollars (\$610,000.00).

1.3 Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller as follows:

(a) Upon execution of this Agreement Buyer shall pay an earnest money deposit of Five Thousand Dollars (\$5,000.00) (the "Earnest Money Deposit"), delivered to Robin Moran with Real Advantage Title Insurance Agency, LLC whose address 1785 E. 1450 S. Suite 100 Clearfield City, Utah 84015 phone number 385-383-7355 (the "Title Company"), to be held in its trust account and credited toward the Purchase Price on the

Closing Date. The Earnest Money Deposit shall be non-refundable except as specifically stated herein.

(b) Buyer shall pay the balance of the Purchase Price in cash, by cashier's check or other immediately available funds on the Closing Date, as adjusted for prorations on the Closing Date as provided herein.

1.4 Easement. At Closing, Buyer shall grant to Seller an easement in substantially the form attached hereto as Exhibit "C" (the "Easement").

1.5 Seller's Regulatory Approvals. This Agreement is subject to Seller receiving all necessary regulatory approvals prior to Closing, hereinafter defined. In the event Seller has not received all necessary regulatory approvals prior to Closing, Seller shall have the right to extend Closing by up to ninety (90) days to allow adequate approval time by providing Buyer with written notice. In the event Closing is extended, Seller shall notify Buyer in writing when it has received the necessary approvals and Closing shall occur within ten (10) days thereafter.

ARTICLE II TITLE INSURANCE

2.1 Commitment of Title Insurance.

(a) Within ten (10) days after the date of this Agreement, Title Company shall deliver to Buyer a commitment for title insurance covering the Property (the "Commitment"), and dated on or after the date of this Agreement.

(b) Buyer shall have ten (10) days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment. If Buyer does not timely deliver written notice of objection to Seller, Buyer shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 2.1 (c) and any encumbrances or other title exceptions to which Buyer does not object in writing within the ten (10) day period set forth above shall be deemed to be "Permitted Exceptions" and shall not be considered objections to any matter contained in the Commitment.

(c) If Buyer provides a written notice of objections in accordance with Section 2.1 (b), then Seller shall have the option to: (i) cure such objections at Seller's sole cost; or (ii) terminate this Agreement.

(d) Buyer's sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions or to cure Buyer's objections in accordance with Section 2.1 (c) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to Buyer in connection with this Agreement or the Property and the Earnest Money Deposit shall be refunded to the Buyer.

2.2 Delivery of Title Insurance. Except as otherwise stated in Section 2.1, Seller shall obtain and deliver to Buyer within thirty (30) days after the Closing Date an ALTA Standard Owner's Policy of title insurance in the amount of the Purchase Price, effective as of the Closing Date and containing no exceptions other than the Permitted Exceptions and all standard exceptions to standard owner's policies.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller.

(a) Seller has the right, power and authority to execute, deliver and perform this Agreement.

(b) Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Seller in connection with the purchase and sale transaction described herein.

3.2 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller, as of the date of this Agreement and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Quit Claim Deed.

(a) Buyer has the right, power and authority to execute, deliver and perform this Agreement.

(b) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Buyer in connection with the purchase and sale transaction described herein.

3.3 Acknowledgment by Buyer Regarding Seller's Representations and Warranties. Except as expressly set forth in other portions of this Agreement, Buyer hereby affirms that neither Seller nor its affiliates, partners, members, officers, managers, agents, consultants, contractors, employees or attorneys have made, nor has Buyer relied upon any representation, warranty, or promise (either express or implied) with respect to the Property or any other subject matter of this Agreement including, without limitation:

(a) the general plan designation, zoning, value, use, tax status or physical condition of any part of the Property or the improvements to the Property;

(b) the flood elevations, drainage patterns and soil and subsoils composition and compaction levels and other conditions at the Property;

(c) the existence or nonexistence of any hazardous, harmful, dangerous, or toxic substance, waste, product or material (as defined or regulated by any federal, state or local law or regulation);

(d) the accuracy of any soils reports or any other plans, studies, documents, reports, or any other information regarding the Property;

(e) the nature, physical condition or any other aspect of the Property; or

(f) the compliance of the Property with any laws or any other federal, state or local laws, ordinances, statutes, rules or regulations (including, without limitation environmental laws).

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER HEREBY AGREES THAT WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF, AND BUYER ACCEPTS THE PROPERTY FROM THE SELLER "AS IS", 'WHERE IS", SUBJECT TO "ALL FAULTS" INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS, AND THE ENVIRONMENTAL CONDITION OR DEFECTS THEREOF. BUYER HEREBY WAIVES ALL WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE CONDITIONS AND THE USE OF THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

ARTICLE IV SELLER'S USE OF THE PROPERTY

4.1 Seller's Use of the Property Prior to Closing Date. From and after Seller's execution of this Agreement and except in the ordinary course of administering its general mortgage, Seller shall not grant or convey any easement, lease, license, permit or any other legal or beneficial interest in or to the Property or engage in any contract with any party other than Buyer regarding the purchase or sale of the Property, without the prior written consent of Buyer, not to be unreasonably withheld, conditioned or delayed. Further, except as otherwise provided for herein, Seller agrees to pay, as and when the same are due, all payments on any encumbrances presently affecting the Property and any and all taxes (including, but not limited to, rollback taxes), assessments and levies in respect of the Property through the Closing Date.

4.2 Seller's Use of the Property After the Closing Date. Seller's right to use the Property after Closing shall be pursuant to the Easement.

ARTICLE V BUYER'S DUE DILIGENCE

5.1 Buyer's Inspection. Buyer shall have until 5:00 PM, 'Mountain Standard' time, on the date which is thirty (30) days after the execution date of this Agreement to inspect the Property (the "Due Diligence Period"). Buyer or its employees or agents may enter the Property

upon twenty-four (24) hours' notice to Seller to inspect the Property and perform surveys or tests as Buyer may elect; provided, however, that such entry shall not unreasonably interfere with the activities of Seller on the Property and Buyer shall, within a reasonable period of time, restore the Property to its original condition. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to terminate this Agreement by written notice to Seller and the Title Company in the event Buyer, in its reasonable judgment, is not satisfied with the condition of the Property and the Title Company shall return the Earnest Money Deposit to the Buyer. In the event Buyer does not timely terminate this Agreement, as set forth above, on or before the expiration of the Due Diligence Period, the Earnest Money Deposit shall become non-refundable to Buyer, and fully earned by Seller, except as set forth in Section 6.4.

5.2 Repair Obligation and Indemnification. Buyer, at Buyer's sole cost and expense, will promptly repair any damage to the Property resulting from, or in connection with, Buyer's entry, inspections and tests of the Property and/or exercise of rights provided in this Section 5. Buyer shall release and indemnify Seller, its officers, directors, and employees, from and against any and all liability, claims, causes of actions, loss, personal injury, including death, and property damage arising from or caused by Buyer's access or use of the Property for those purposes allowed in this Section 5.

ARTICLE VI CLOSING

6.1 Time and Place of Closing. The purchase and sale transaction contemplated by this Agreement shall be consummated through a closing conference (the "Closing") which shall be held at the Title Company on or before December 31, 2020 (the "Closing Date"), or at such later date as may be necessitated by Seller's requirement to obtain public utility commission approvals as referenced below in Section. Provided all conditions and prerequisites to the Closing set forth herein are fully met and satisfied, possession shall occur at closing.

6.2 Actions at Closing. At the Closing, the following events shall occur and each being declared to have occurred simultaneously with the other:

(a) All documents to be recorded and funds to be delivered hereunder shall be delivered to the Title Company in escrow, to hold, deliver, record and disburse in accordance with supplemental escrow instructions, the form and content of which shall be agreed to by the parties prior to Closing.

(b) At the Closing or sooner as otherwise stated in the escrow instructions, the following shall occur:

(i) Seller shall deliver or cause to be delivered in accordance with the escrow instructions:

(1) Quit Claim Deed, in the form substantially similar to the one attached hereto as Exhibit "B", conveying the Property to

Buyer, duly executed and acknowledged by Seller and in proper form generally for recording in Utah; and

(2) All other documents required to be executed by Seller pursuant to the terms of this Agreement.

(ii) Buyer shall deliver or cause to be delivered in accordance with the escrow instructions:

(1) The balance of the purchase price to be paid as provided in Section 1.3 hereof; and

(2) Right of Way Easement, in the form substantially similar to the one attached as Exhibit "C", granting the Easement to Seller, duly executed and acknowledged by Buyer and in proper form generally for recording in Utah County, Utah, and

(3) All other documents required to be executed by Buyer pursuant to the terms so this Agreement.

(c) Buyer and Seller shall each deliver to the other, two executed copies of the Buyer's and Seller's Statement of Settlement setting forth all prorations, credits provided in this Agreement, disbursements of the purchase price, and expenses of the Closing.

(d) Buyer and Seller shall share equally any Closing or escrow charges of the Title Company.

6.3 Seller's Remedies. In the event this transaction fails to close due to Buyer's fault or inability to close, Seller shall be entitled to retain the Earnest Money Deposit and shall be entitled to any remedy available to law or in equity. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages, or special damages.

6.4 Buyer's Remedies. In the event this transaction fails to close due to Seller's fault, Buyer shall be entitled to have the Earnest Money Deposit returned to Buyer and this Agreement shall be declared void and of no effect. Buyer shall not have any other remedies available to Seller. Without limiting the generality of the foregoing, Buyer hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages, or special damages.

ARTICLE VII PRORATIONS

7.1 Prorations Between Seller and Buyer. The following prorations shall be made between Seller and Buyer as of the Closing Date:

(a) Real property taxes and assessments on the Property for the year of Closing shall be prorated between Seller and Buyer based on the number of days each owned the Property. In the event the Property constitutes some portion of a larger tract of land, such proration shall be based upon the average of the Property as a percentage of the acreage of the entire tract. If, as of the Closing Date, the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated cannot be ascertained, then the most recent known rates, millages and assessed valuations (which amounts shall relate to the same tax year) shall be used and such most recent rates, millages, and assessed valuations shall be considered final for all purposes.

(b) Other Closing costs shall be apportioned between the parties in accordance with the normal and customary practice of commercial real estate transactions in Utah County, Utah

ARTICLE VIII RELEASE, ASSUMPTION AND INDEMNITY

Buyer shall indemnify, hold harmless and defend Seller against all claims, suits, losses and damages made against or incurred by Seller relating to the condition of the Property after the Closing Date or any activity in connection with the Property which occurred after the Closing Date.

ARTICLE IX MISCELLANEOUS

9.1 Condemnation. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at Closing (a) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing, and (b) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof, and Buyer shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted for any such proceedings, and if the Purchase Price is calculated using the acreage of the Property, such acreage shall not be reduced by any land taken by condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

9.2 Casualty.

(a) If the Property shall be damaged by any casualty prior to Closing, and the loss in value to the Property because of such casualty (the "Valuation Loss"), as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as provided herein, without any adjustment to the Purchase Price.

(b) If the Property shall be damaged by any casualty prior to Closing, and the Valuation Loss, as estimated by Seller in Seller's sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the Valuation Loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as provided herein, without any adjustment to the Purchase Price.

9.3 Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, which written or oral, between the parties respecting such matters. Any amendments or modifications hereto in order to be effective shall be in writing and executed by the parties hereto.

9.4 Amendments. This Agreement may be amended or modified only by mutual written agreement.

9.5 Survival. All warranties, representations, covenants and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and all documents delivered in connection with this Agreement and shall survive the Closing of the transactions contemplated by this Agreement and all performances in accordance with this Agreement.

9.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns

9.7 Notices. Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall be in writing, and may be personally delivered or given or made by recognized overnight courier service or by United States registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To Seller: Rocky Mountain Power
Real Estate Transaction Services
1407 West North Temple Street, Room 110
Salt Lake City, Utah 84116

With a copy to: Rocky Mountain Power
Attn: Legal Department
1407 West North Temple Street, Room 320
Salt Lake City, Utah 84116

To Buyer: Springville City
Attn: Legal Department
110 South Main Street
Springville City, UT 84663

Any party may designate a different address for itself by notice similarly given. Unless provided herein, any such notice, demand or document so given shall be effective upon delivery of the same to the proper address of the party or parties to whom the same is to be given.

9.8 Time of Essence. Time is of the essence in the performance of each and every term, condition, and covenant of this Agreement.

9.9 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.

9.10 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

9.11 Attorneys' Fees. The prevailing party in any legal proceeding brought to enforce rights hereunder shall recover from the other party its reasonable attorneys; fees and costs. As used herein in the term "prevailing party" means the party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit.

9.12 Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement or any warranty or representation under this Agreement by another party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any such breach by another party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty by such other party whether or not the first party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a party to exercise any right it may have by the terms of this Agreement or by law upon the default of another party, and no delay in the exercise of any such right by the first party at any time when such other party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

9.13. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

9.14 Exhibits. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a party of this Agreement by reference.

9.15 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

9.16 No Recording. Neither this Agreement nor any memorandum, summary, or other document related thereto, shall be recorded in the real property records.

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

9.18 Confidentiality – Intentionally Deleted. -

9.19 Utility Commission Approval. Seller's obligation to convey the Subject Property is expressly subject to Seller obtaining, if and where applicable to each of the parcels comprising the Subject Property, and the Water Rights, the approval of the public utility commission(s) of the states in which Seller conducts business, to the extent required by statute or regulation.

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

SELLER:

Rocky Mountain Power, an unincorporated
division of PacifiCorp

By: _____

Its: _____

Date Signed: _____

BUYER:

Springville City, a municipal corporation
of the State of Utah

By: _____

Its: Richard J. Child, Mayor

Date Signed: _____

Attest:

Kim Crane, City Recorder

EXHIBIT “A”

(Description of the Property)

TO BE INSERTED

EXHIBIT “B”

Form of Quit Claim Deed

See attached Deed

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Property Management Department
Attn: Lisa Louder/ Mailia Lauto'o
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTUT-0148
File No.

County Parcel No. 23-032-0013

QUITCLAIM DEED

Rocky Mountain Power, an unincorporated division of PacifiCorp, GRANTOR, successor in interest to Utah Power & Light Company, hereby QUITCLAIMS, without warranty of any kind, to Springville City, a municipal corporation of the State of Utah, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described tract of land described and depicted on Exhibit "A" attached hereto and by this reference made a part hereof; in Utah County, State of Utah, to-wit:

Assessor Parcel No. 23-032-0013

SEE EXHIBIT A

Said property shall be subject to (i) all easements, covenants, restrictions, rights of way, third party rights of use, and other encumbrances of any kind, whether or not same are of record, (ii) all matters an accurate survey and/or inspection of the above described land would show or disclose, (iii) all applicable zoning, use and other laws, rules, and regulations, (iv) all property taxes and other applicable assessments, and (v) all other matters of any kind enforceable at law or in equity.

IN WITNESS WHEREOF, said Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this ____ day of _____, A.D., 2020

Rocky Mountain Power, an unincorporated division
of PacifiCorp, Successor in Interest to Utah Power
& Light Company

By: Curtis Mansfield
Its: Vice President T&D Operations

STATE OF UTAH)
)ss.
County of Salt Lake)

On the ____ day of _____, 2020, personally appeared before me Curtis Mansfield, who being by me duly sworn, did say that he is the Vice President T&D Operations of Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation Successor in Interest of Utah Power & Light Company, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Vice President acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT “A”

(Description of the Property)

TO BE INSERTED

EXHIBIT “C”

Form of Right of Way Easement

See attached Easement

Return to:
Rocky Mountain Power
Lisa Louder/Mailia Lauto'o
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

RIGHT OF WAY EASEMENT

For value received, Springville City, a municipal corporation of the State of Utah ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in Utah County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibits "A" and "B" attached hereto and by this reference made a part hereof.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds fifteen (15) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for a public roadway, including underground public utilities, agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Dated this _____ day of _____, 2020.

ITS

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared _____(name), known or identified to me to be the _____ of Springville City, who acknowledged to me that said entity executed the same.

18

EXHIBIT “A”

Legal Description

TO BE INSERTED

EXHIBIT “B”

Easement Area Labeled As “Subject Parcel”

TO BE INSERTED



STAFF REPORT

DATE: May 13, 2020
TO: Honorable Mayor and City Council
FROM: Josh Yost
SUBJECT: Zoning Text Amendment - Uses Adjacent to Arterials in Highway Commercial and Regional Commercial Zones.

RECOMMENDED MOTION

Motion to approve the proposed zone text amendment to Section 11-4-301.

SUMMARY OF ISSUES/FOCUS OF ACTION

At issue is a proposed amendment to prohibit the following uses within 500 feet of an arterial road street in the Highway Commercial and Regional Commercial Zones.

1. Storage Indoor,
2. Storage Outdoor,
3. Light Industry - Manufacturing processes,
4. Warehousing - Storage and Distribution, and
5. Wholesale Trade and Warehousing.

BACKGROUND

On April 21, 2020, Springville City Council approved a resolution which formally initiated proceedings to amend its land use regulations in a manner that would prohibit approval of applications submitted for office/warehouse and other similar uses in certain areas within the Highway Commercial and Regional Commercial Zones, which would be within 500 feet of an arterial street (Main Street, 1400 North (SR 75), 400 South, and SR 51)

The City Council also directed the Planning Commission to provide recommendations concerning the proposed amendment and the amendment to Springville's land use regulations that would amend the zoning map to comply with Springville City's Lakeside Community Plan.

DISCUSSION

The adoption of this amendment will preserve the City's ability to review and implement the Lakeside Community Plan and review the overall appropriateness of the above listed uses in the face of increasing pressure for the development of those uses adjacent to arterial streets in the HC and RC Zones.

Upon completion of the review of the Lakeside Community Plan and the HC and RC zones, staff will present recommendations to the Planning Commission and City Council which may include amendments to the Lakeside Community Plan, zone text amendments to the HC, RC or other zones, and zone map amendments. Once these amendments are adopted, the plans and ordinances will clearly communicate the city's intent for development of the Lakeside Community Area, providing property owners and the City with certainty regarding future development.

PLANNING COMMISSION REVIEW

The Planning Commission considered the proposed zone text amendment on April 28 and May 12, 2020. Final action was taken on May 12, 2020.

COMMISSION ACTION: Recommend Approval

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Genevieve Baker	X	
Karen Ellingson	X	
Michael Farrer	(excused)	
Kay Heaps	X	
Brad Mertz	X	
Rod Parker	X	
Frank Young	X	

ALTERNATIVES

Motion to deny the proposed zone text amendment to Section 11-4-301.

Motion to continue discussion of the proposed zone text amendment to Section 11-4-301.

ATTACHMENTS

1. Proposed Zone Text Amendment
2. Planning Commission Staff Report



Proposed Amendment to Springville City Code 11-4-301

11-4-301 Land Use Matrix.

Land use descriptions for the abbreviated zones in the matrix can be found in Sections 11-4-101 and 11-4-102 of this Chapter. Conditional use regulations are found in Chapter 7 of this Title.

In the event that any of the uses listed below in this section are allowed under the “Land Use Matrix” found in Section 11-4-301, they shall be prohibited within 500 feet of an arterial street (Main Street, 1400 North (SR 75), 400 South, and SR 51) in the Highway Commercial and Regional Commercial Zones:

- A. Storage Indoor.
- B. Storage Outdoor.
- C. Light Industry - Manufacturing processes.
- D. Warehousing - Storage and Distribution, and
- E. Wholesale Trade and Warehousing.

TO: Planning Commission Members

FROM: Josh Yost

Springville City seeking a recommendation to amend Springville City Code Section 11-4-301, Land Use Matrix, to prohibit office/warehouse and other similar uses within 500 feet of an arterial street, including, but not limited to, the streets in Springville known as: Main Street, 1400 North (SR 75), 400 South (SR 77) and SR 51 within the Highway Commercial and Regional Commercial Zones. This is a continuation of the item as heard previously on April 28, 2020.

Petitioner: Springville City Council

Background

Due to incorrect item language included in the previous meeting's agenda and staff report, this item is being returned to Planning Commission to ensure compliance with procedure.

Springville's City Council is concerned with the current City ordinances that regulate office/warehouse and other similar type uses in certain areas within the Highway Commercial and Regional Commercial Zones. Springville City's Lakeside Community Plan establishes future land uses for the Lakeside Community Area and the zoning map in the Area has not been amended to reflect the future land use map adopted in the Lakeside Community Plan. Development inquiries are being received by Springville City to develop large office/warehouse buildings in this area which are permitted under the current zoning designation. Such development would greatly impair the city's ability to implement the Lakeside Community Plan.

On April 21, 2020, Springville City Council approved a resolution which formally initiated proceedings to amend its land use regulations in a manner that would prohibit approval of applications submitted for office/warehouse and other similar uses in certain areas within the Highway Commercial and Regional Commercial Zones, which would be within 500 feet of an arterial street (Main Street, 1400 North (SR 75), 400 South, and SR 51)

The City Council also directed the Planning Commission to provide recommendations concerning the proposed amendment and the amendment to Springville's land use regulations that would amend the zoning map to comply with Springville City's Lakeside Community Plan.

Analysis

The proposed amendment constitutes the simplest method to prohibit unwanted development in the areas of concern while providing an opportunity for Community

Development Staff and the Planning Commission to study the Lakeside Community Plan to provide further recommendations for its implementation.

Staff Recommendation

Staff finds that the proposed amendment furthers the goals of the General Plan and allows the City to properly plan for development in the Lakeside Community Area free from the threat of unwanted development.

Recommended Motion

Move to recommend approval to the City Council of the proposed zone text amendment to Section 11-4-301 as written in the attached Petition.

EXHIBIT A

PETITION TO PLANNING COMMISSION

TO THE HONORABLE CHAIRPERSON AND COMMISSIONERS OF THE PLANNING COMMISSION:

This Petition is to formally initiate proceedings pursuant to Section 11-7-102 of the Springville City Code (the "Code") to amend (1) portions of Springville's land use regulations as they apply to certain uses in the Highway Commercial and Regional Commercial Zones and (2) the zoning map within Springville City's Lakeside Community Plan Area. The following addresses the proposed land use regulations to be amended pursuant to this Petition.

1. The petitioned land use regulation amendment to amend the text in the City's zoning ordinances in Title 11 is to read as follows:

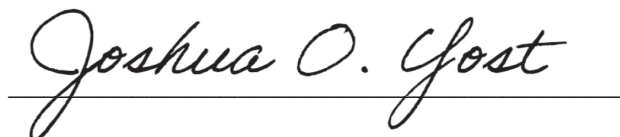
"In the event that any of the uses listed below in this section are allowed under the "Land Use Matrix" found in Section 11-4-301, they shall be prohibited within 500 feet of an arterial street (Main Street, 1400 North (SR 75), 400 South, and SR 51) in the Highway Commercial and Regional Commercial Zones:

- A. Storage Indoor,
- B. Storage Outdoor,
- C. Light Industry - Manufacturing processes,
- D. Warehousing - Storage and Distribution, and
- E. Wholesale Trade and Warehousing."

2. The petitioned land use regulation amendment to amend the City's zoning map is to amend the map to comply with the Springville City's Lakeside Community Plan, which is attached to this Petition.

Signed this ____ day of April, 2020.

Springville City

A handwritten signature in black ink, reading "Joshua O. Yost", is written over a horizontal line.

Josh Yost

Community Development Director

ORDINANCE #xx-2020

AN ORDINANCE AMENDING THE SPRINGVILLE DEVELOPMENT CODE SECTION 11-4-301, LAND USE MATRIX.

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

WHEREAS, Springville City may, from time to time, examine the land uses allowed in the Code and amend its Code to reflect its commitment to maintaining the vision established in the General Plan and as established by the Mayor and Council; and

WHEREAS, City staff examine uses with the Code to ensure viability, compatibility and desirability and have completed an examination of those uses in the current City Code and have recommended amendments to the Code; and

WHEREAS, the Planning Commission did conduct a public hearing on April 28, and May 12, 2020 and reviewed a proposed text amendment and has recommended favorably of the amendments;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Springville, Utah that the following sections be amended:

SECTION 1: Section 11-4-301, “Land Use Matrix” of the Springville City Code is hereby amended:

11-4-301 Land Use Matrix.

Land use descriptions for the abbreviated zones in the matrix can be found in Sections 11-4-101 and 11-4-102 of this Chapter. Conditional use regulations are found in Chapter 7 of this Title.

In the event that any of the uses listed below in this section are allowed under the “Land Use Matrix” found in Section 11-4-301, they shall be prohibited within 500 feet of an arterial street (Main Street, 1400 North (SR 75), 400 South, and SR 51) in the Highway Commercial and Regional Commercial Zones:

- A. Storage Indoor.
- B. Storage Outdoor.
- C. Light Industry - Manufacturing processes.
- D. Warehousing - Storage and Distribution, and
- E. Wholesale Trade and Warehousing.

SECTION 2: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 3: 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, on this 19th day of May, 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: May 13, 2020
TO: Honorable Mayor and City Council
FROM: Josh Yost
SUBJECT: Zoning Text Amendment - Ground Floor Residential in CC Zone

RECOMMENDED MOTION

Move to approve amendments to Springville City Code Section 11-4-301 Land Use Matrix, concerning multi-family buildings without a commercial component fronting on a non-arterial street; and the related Conditional Use Standards contained in 11-7-205 (5).

SUMMARY OF ISSUES/FOCUS OF ACTION

At issue is the use "Dwelling - Single- or Multiple-Family above First Floor (Mixed Use) (When Parking Is Located to the Side or Rear of the Building)" listed in Springville City Code Section 11-4-301. This use is a permitted use in the Village Center Zone and a conditional use in the Professional Office, Town Center, and Community Commercial Zones. The applicant seeks a zone text amendment to permit the construction of a building with ground floor residential within the CC zone on non-arterial streets. Staff recommended to Planning Commission to further limit the applicability of this amendment by permitting buildings with ground floor residential only on 700 South, at least 100 feet away from 1200 West.

Additionally, staff recommended to Planning Commission substantial amendments to the Conditional Use Standards in Springville City Code 11-7-205 (5) that govern the above use in order to resolve inconsistencies within the requirements, address issues that have become apparent while reviewing projects under these standards, and to better align the standards with the character of Springville and best practices in urban design.

BACKGROUND

Last year, the CC zone was applied to a 4.32-acre site at the Northeast corner of 1200 W and 700 S, directly north of Springville's Clyde Recreation Center. This rezone was approved to facilitate the construction of a mixed-use development comprising 82 apartment residences and 29,661 net square feet of commercial space.

Following Planning Commission approval, the applicant expressed concern about being able to lease commercial space in both buildings. The applicant then applied for a Zone Text Amendment to permit the removal of the commercial first floor of Building B fronting on 700 South. This would result in a reduction of the height of building B from three to two stories and a reduction of the overall building square footage on the site.

DISCUSSION

The amendment as proposed by Summa Terra Ventures is as follows.

We propose that a footnote be added to the category in section 11-4-301 of the City Code (Land Use Matrix) referenced above (See "Exhibit B"). This would be labeled footnote 3 and would read:

“Multi-family buildings without a commercial component are allowed only when the buildings do not front an arterial street.”

After review, staff proposes the following alternative. The proposed ordinance language is attached as Exhibit A.

1. Add a footnote to 11-4-301 Land use Matrix indicating that ground floor residential uses may be allowed under the criteria in 11-7-205 (5) Conditional Use Standards.
2. Amend the Conditional Use Standards in 11-7-205 (5) to permit ground floor residential only when fronting on 700 South and located at least 100 feet from away the nearest right-of-way line of 1200 West.
3. Further amend the Conditional Use Standards in 11-7-205 (5).

This amendment would provide flexibility only for the current project and avoid knock-on effects in other CC zoned areas.

For further analysis, please refer to the attached Planning Commission Staff Report.

PLANNING COMMISSION REVIEW

The Planning Commission considered the Zone Text Amendment on May 12, 2020

COMMISSION ACTION: Recommend Approval

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Genevieve Baker	X	
Karen Ellingson	X	
Michael Farrer	(excused)	
Kay Heaps	X	
Brad Mertz	X	
Rod Parker	X	
Frank Young	X	

ALTERNATIVES

Move to deny amendments to Springville City Code Section 11-4-301 Land Use Matrix, concerning multi-family buildings without a commercial component fronting on a non-arterial street; and the related Conditional Use Standards contained in 11-7-205 (5).

Move to continue consideration of amendments to Springville City Code Section 11-4-301 Land Use Matrix, concerning multi-family buildings without a commercial component fronting on a non-arterial street; and the related Conditional Use Standards contained in 11-7-205 (5).

ATTACHMENTS

1. Planning Commission recommended Zone Text Amendment
2. Planning Commission Staff Report
3. Approved Site Plan
4. Approved Landscape Plan



Proposed Amendments to Springville Code 11-4-301 and 11-7-205 (5)
May 12, 2020

11-4-301

PERMITTED USE	ZONING DISTRICTS			
	PO	VC	TC	CC
RESIDENTIAL/DOMESTIC				
Dwelling - Single- or Multiple-Family above First Floor (Mixed Use) (When Parking Is Located to the Side or Rear of the Building)	C ³	P	C ³	C ³

3. Dwellings may be conditionally permitted on the First Floor in compliance with the Conditional Use Standards. See Subsection 11-7-205 (5)

11-7-205

5) Dwelling - single- or multiple-family above first floor (mixed use) (when parking is located to the side or rear of the building) in the PO, TC and CC zones shall comply with the following standards:

a) Permitted Ground Floor Uses

i) Commercial - Required at all ground floors except as permitted in this section;

ii) Residential - Ground floor residential uses are permitted only when fronting on 700 South and located at least 100 feet from away the nearest right-of-way line of 1200 West.

(1) Any development including buildings with ground floor residential shall meet the following requirements;

(a) Ground floor residential is only permitted as an element of a development containing at least one other building of equal or greater size with ground floor commercial;

(b) Construction of the building with ground floor commercial must commence prior to any permit being issued for the ground floor residential building;

(c) All buildings within the development must adhere to the conditional use standards in this section, regardless of any prior approval.

b) Building Height.

i) Buildings with a residential component shall be no more than three (3) stories above ground, including the main floor nonresidential portion.

ii) The clear floor to ceiling height of each building story shall be as follows:

(1) Ground floors

(a) Commercial 14'

(b) Residential 10'

(2) Upper floors

(a) 9'

c) Materials

i) The material palette should provide variety, reinforce massing and changes in the horizontal or vertical plane.

ii) The following materials are not permitted.

(1) Any material not intended or designed as an architectural finish product;

(2) Vinyl or aluminum siding;

(3) Plastic panels, including high-density polyethylene, polyvinyl chloride (PVC), polycarbonate or acrylic;

(4) Fiberglass panels;

(5) Unfinished or untreated wood; and

(6) Artificial or cultured stone such as faux cobble, ashlar or stacked stone.

(a) This prohibition does not include GFRC, other architectural cast concrete materials, terra-cotta or similar materials.

iii) Material Use

(1) At least fifty percent (50%) of the net facade areas of each elevation shall be in brick or stone with the remainder in architectural metal cladding, wood, fiber cement siding, terra-cotta, GFRC or other architectural cast concrete. Other materials (excepting materials prohibited in this section) may be used as accent materials, but shall not consist of greater than ten percent (10%) of any facade elevation.

(2) Brickwork must include one (1) element of bonds or courses differing from the primary application on the building (i.e., the stretcher course is the most typically used and a soldier, sailor, header, shiner, rowlock, or other coursing should be included as part of the overall brick application).

(3) Stucco or exterior insulated finish system (EIFS) is limited to 10% of façade area calculated for each façade independently. These materials may not be used on the ground floor of any street facing façade.

(4) Common or party walls directly abutting an adjacent building wall shall not be subject to these limitations.

(4) Any interior façade without direct visual exposure to a street shall not be subject to these limitations.

iv) (ii) Residential bBuildings with Main Street frontage shall reflect the historic Main Street style by incorporating brick and glass as primary materials, with wood and metal or other complementary materials used as trim and detail.

d) (iii) Building Location

i) Developments with Main Street frontageDevelopment shall locate the primary structure, or at least one (1) primary structure where multiple structures are proposed, on Main Street. For structures located on Main Street, the primary building entrance shall face the Main Street right-of-way, and shall not be set back more than fifteen feet (15') from the front property line.

ii) All other buildings shall not be set back more than 20' from the front property line.

e) (b) Facade Variation - For new development, no two (2) multi-family buildings may possess the same street-facing elevation on a block face. No two (2) facades may be the same as an adjacent or opposite building facade. This standard is met when the street facing elevations differ from another front facade by at least four (4) of the following criteria, and shall not eliminate any other requirements of the code or this Chapter:

i) Articulation;

ii) Differing mix of building materials;

iii) Variation in roof elevation;

iv) Entry/porch (variation in placement and configuration of porches, stoops, covering);

v) Fenestration (variation in the arrangement and detailing of windows and other openings);

vi) Architectural style (variation in style; e.g., Craftsman, Prairie, Four Square, Colonial, Tudor, Ranch, etc.);

vii) Variation of building height and stories; or

viii) Color variation.

89 f) ~~(c)~~ Articulation.

90 ~~— (i) In multi-family buildings, or any portion of a mixed-use structure containing~~
91 ~~multi-family units, individual units shall be accentuated using a variety of techniques~~
92 ~~that include plane changes, bays, variation in entrances, balconies, dormers, colors,~~
93 ~~columns, or other details defining the individual unit.~~

94 ~~— (ii) All building elevations must be articulated along the vertical face for a minimum~~
95 ~~depth of one foot (1'), for a length of at least six feet (6'), for every dwelling unit or~~
96 ~~every thirty feet (30') of horizontal wall plane, whichever is less. This may be~~
97 ~~accomplished through the use of recesses or extensions of floor area, decks, patios,~~
98 ~~or entrances.~~

99 i) ~~(iii) In addition to the standard in subsection (c)(1) of this section, t~~The vertical
100 mass of buildings shall be broken up through the use of architectural features such
101 as horizontal cornices, pediments, belt-courses, canopies, awnings, ~~(e.g., covered~~
102 ~~porches), or other features and/or "bellybands" at least twelve inches (12") in height~~
103 ~~across the length of the elevation.~~

104 ii) ~~(iv) Roofs must provide offsets or breaks proportionate to the roof form. Dormers,~~
105 ~~cross gables, porch canopies, and other secondary roof forms are examples of~~
106 ~~acceptable breaks in roofline on sloped roofs. Where flat roofs are allowed, stepped~~
107 ~~parapets or cornices proportionate to the building elevation are required.~~

108 ~~(v) Building shall include breaks in the roofline for buildings with pitched roofs~~
109 ~~(changes in elevation and orientation of roof line, or use of projections such as~~
110 ~~gables and dormers, that demonstrate Such variation~~variation shall occur over at
111 ~~least twenty percent (20%) of all front or street-facing elevations).~~

112 iii) Building elevations facing a public street shall include projections, recesses,
113 balconies, arcades and/or other distinctive features that provide relief to the facade at
114 least every thirty (30') linear feet of frontage;

115 ~~— (d) Building Materials— At least fifty percent (50%) of the net facade areas of each~~
116 ~~elevation shall be in brick or stone with the remainder in stucco, wood or fiber cement~~
117 ~~siding. Other materials may be used as accent materials, but shall not consist of greater~~
118 ~~than five percent (5%) of any facade elevation. Brickwork must include one (1) element~~
119 ~~of coursing different from the major coursing on the building (i.e., the stretcher bond is~~
120 ~~the most typically used and a soldier, dogtooth or other coursing should be included as~~
121 ~~part of the overall brick application).~~

122 g) ~~(e)~~ General Standards.

123 i) (i) Windows and Balconies

124 (1) -Window and door openings shall make up twenty percent (20%) of any front
125 facade facing the street;

(2) All windows and doors, with the exception of ground level storefronts, shall be square or vertical in proportion;

(3) Ganged or mullied windows shall have a structurally independent mullion separating each individual window;

(4) Curtain wall systems may be utilized with or without exterior mullion covers;

(5) Minor divisions created by muntins, or individual windows in window groups, that are horizontal in proportion may be permitted as long as the complete window or window group remains square or vertical in proportion;

(6) (ii) —Windows shall not be flush with exterior walls. All windows shall be recessed to at least the depth of adjacent cladding, or treated with a trim. Such treatments shall be applied on all window edges and sides;

(7) Flange nailed windows with elements that project in front of the façade plane are not permitted. Such treatments shall be applied on all window edges and sides;

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

(9) Opaque, painted, and mirrored glass windows are prohibited. Lightly tinted glazing in neutral colors above the first floor may be permitted.

(10) Balconies shall meet the following requirements:

(a) The design and of balconies and associated railings shall be integrated into the overall building design.

(b) Balconies may be inset into the building or may project into the street right-of-way a maximum of five feet so long as ten (10) feet of vertical clearance is provided between the sidewalk and the balcony and the required ground floor height is maintained.

(c) Drainage from balconies projecting over the public right-of-way shall be captured and directed into the building's storm water collection system.

(d) Storage on balconies is limited to items such as tables, chairs, barbecue grills, and similar outdoor furniture. All new projects with residential units shall be required, as a condition of approval, to include language in their rental contracts or CC&Rs that restricts storage on balconies to acceptable items.

ii) (iii) Primary entries to bPedestrian Buildings Entrances shall face a public street;

(1) Pedestrian building entrances shall

- (a) meet the spatial requirements set forth in Table 11-7-205 (5)a Pedestrian Building Entrance (PBE) Requirements;
- (b) contain a door providing direct pedestrian access into a building;
- (c) directly access an interior and enclosed commercial tenant space, public lobby, or residential unit;
- (d) be directly accessible from and directly adjacent to the sidewalk; and
- (e) prevent doors from swinging into the public right-of-way or beyond the front façade line of the building when opened.
- (2) Fire exit doors, doors to fire riser rooms or other mechanical spaces, and doors to exterior courtyards shall not qualify as pedestrian building entrances.

Table 11-7-205 (5)a Pedestrian Building Entrance (PBE) Requirements

	<u>Frontage Type</u>		
	<u>Commercial</u>	<u>Residential</u>	
	<u>Main Street</u>	<u>Other Street</u>	
<u>PBE's Required for Each Street-facing Façade</u>	<u>1 per 35 feet (1 min.)</u>	<u>1 per 50 feet (1 min.)</u>	<u>1 per street-fronting ground floor unit. Only one PBE is required for corner units.</u>
<u>Maximum Spacing</u>	<u>55 feet</u>	<u>75 feet</u>	

- ~~— (iv) — At least fifty percent (50%) of the block length shall have building facades within thirty feet (30') of the front property line;~~
- ~~— (v) — The use of materials shall be consistent as to percentage or application of each facade on all sides of the building. This requirement shall not apply to materials used as accent materials not consisting of greater than five percent (5%);~~
- ~~— (vi) — Building elevations facing a public street shall include projections, recesses, balconies, arcades and/or other distinctive features that provide relief to the facade at least every thirty (30') linear feet of frontage;~~
- ~~— (vii) — The minimum parking requirement for residential uses in the Town Center Zone shall be two (2) stalls per unit;~~
- iii) (viii) — Parking

184 (1) Parking for all dwellings shall be located to the rear or side of the principal
185 building and may be accessed from a carriageway or driveway.

186 (2) Locate parking, loading and vehicular circulation to minimize its visibility from the
187 public right-of-way.

188 (3) Except for the minimum ground-level frontage required for access to parking and
189 loading, no parking or loading shall be visible on the ground floor of any building
190 façade that faces a public right-of-way.

191 (4) Curb cuts and parking/loading entries into buildings shall be limited to the
192 minimum number required and the minimum width permitted by city code.

193 (5) Vehicular access shall be from an alley or at mid-block.

194 (6) Vehicular access is not permitted from Main Street

195 (7) Parking and loading access shall be shared where feasible.

196 (8) Provide pedestrian access from rear parking to street front business entrances.

197 iv) Site Design

198 (1) Mechanical and other utility equipment shall not be located on street facing
199 facades, balconies, or in yards located between the public right of way and the
200 building.

201 (2) Mediate between public and private space on residential frontages. This
202 requirement may be met with the following strategies.

203 (a) Use foundation plantings to provide separation between residential units and
204 the sidewalk.

205 (b) Design porches, stoops and railings to provide intermediate semi-private
206 spaces.

207 (c) Employ elevation changes using stairs, patios, and stoops, to delineate the
208 progression from public space (sidewalks, plazas) through semi-private space
209 (porches, stoops), into interior private space.

210 h) (f)—Town Center Zone Mixed Use - Residential development within the Town Center
211 shall promote the historical character of the City generally.

212

TO: Planning Commission Members

FROM: Josh Yost

Summa Terra Ventures seeking a recommendation to amend Springville City Code Section 11-4-301, Land Use Matrix, concerning multi-family buildings without a commercial component fronting on a non-arterial street.

Petitioner: Summa Terra Ventures, LLC

Background

Summa Terra Ventures has received site plan approval for the development of The Gallery, a mixed use commercial/residential development at 1200 West and 700 South. After Planning Commission approval, the applicant expressed concern about being able to lease commercial space in both buildings. The applicant then applied for a Zone Text Amendment to permit the removal of the commercial first floor of Building B fronting on 700 South. This would result in a reduction of the height of building B from three to two stories and a reduction of the overall building square footage on the site.

Analysis

The amendment as proposed by Summa Terra Ventures is as follows.

We propose that a footnote be added to the category in section 11-4-301 of the City Code (Land Use Matrix) referenced above (See "Exhibit B"). This would be labeled footnote 3 and would read:

"Multi-family buildings without a commercial component are allowed only when the buildings do not front an arterial street."

After review, staff proposes the following alternative. The proposed ordinance language is attached as Exhibit A.

1. Add a footnote to 11-4-301 Land use Matrix indicating that ground floor residential uses may be allowed under the criteria in 11-7-205 (5) Conditional Use Standards.
2. Amend the Conditional Use Standards in 11-7-205 (5) to permit ground floor residential only when fronting on 700 South and located at least 100 feet from away the nearest right-of-way line of 1200 West.
3. Further amend the Conditional Use Standards in 11-7-205 (5).

This amendment would provide flexibility only for the current project and avoid knock-on effects in other CC zoned areas.

Staff tabulated the approved build out square footage of office and retail square footage in the adjacent area South of 400 South, compared it to the square footage in the first village center at Daybreak in South Jordan, and found that excepting the large corporate office building at Daybreak, there is much more product here, particularly in retail. Obviously the Springville setting is a much more regional draw on a major arterial street than the Daybreak village center SoDa Row. Yet Daybreak possesses much higher residential densities and totally population surrounding Soda Row than are found surrounding the Gallery site. The tabulations are below. Data is from the Utah County Assessor, Salt Lake County Assessor and United States Census 2017 ACS.

The Gallery	Gallery Area		Daybreak	
Commercial	Retail	Office	Retail	Office
37,444	25,1579	32,305	61,547	266,956

	581 S 1200 W Springville, UT	11241 Kestrel Rise Rd South Jordan, UT
Radius	1 mi	1 mi
Population	5,641	14,043
Households	1,572	3,926

The removal of the ground floor commercial in Building B results in a reduction of about 17,000 sf of commercial space from the development.

The proper integration of commercial spaces is a key consideration in the development of vibrant mixed use neighborhoods. Nolan Gray, a Research Fellow in the Urbanity Project at the Mercatus Center at George Mason University wrote the following.

Having seen and experienced great streets and neighborhoods with ground-floor retail, urbanists today assume that, to build a great neighborhood, you need to have a lot of ground-floor retail. Ignoring that causation may work both ways here, they settle on the easiest solution: mandate it wherever possible. The result is the empty storefront blight that we now see in cities across the country.¹

Rachel Quednau at StrongTowns summarizes Nolan's three factors necessary for ground-floor retail to be successful: "developers with experience building and managing mixed-use urban retail, an existing and successful retail corridor, and rents that are high enough to sustain the space while still being affordable to businesses."²

A second concern is requiring pioneering ground-floor commercial space, instead of permitting it to develop organically if demanded by the market, can increase the cost and/or decrease the feasibility of the associated residential development. Increasing the

¹ (Gray, 2018)

² (Quednau, 2018)

diversity of residential development within this area is a very positive step toward creating a vibrant and resilient neighborhood.

The amendment as proposed by staff would still permit the applicant to include commercial ground floor space in Building B, but would not require it.

Staff asserts that mandating ground floor commercial on both street frontages in this development, while well intentioned, may do more harm than good.

Staff has proposed additional amendments to the Conditional Use Standards in 11-7-205 (5). These amendments first resolve existing internal conflicts in the standards. Secondly, the amendments add clarity and remove unnecessary requirements that add unnecessary complexity and expense to a development.

Staff Recommendation

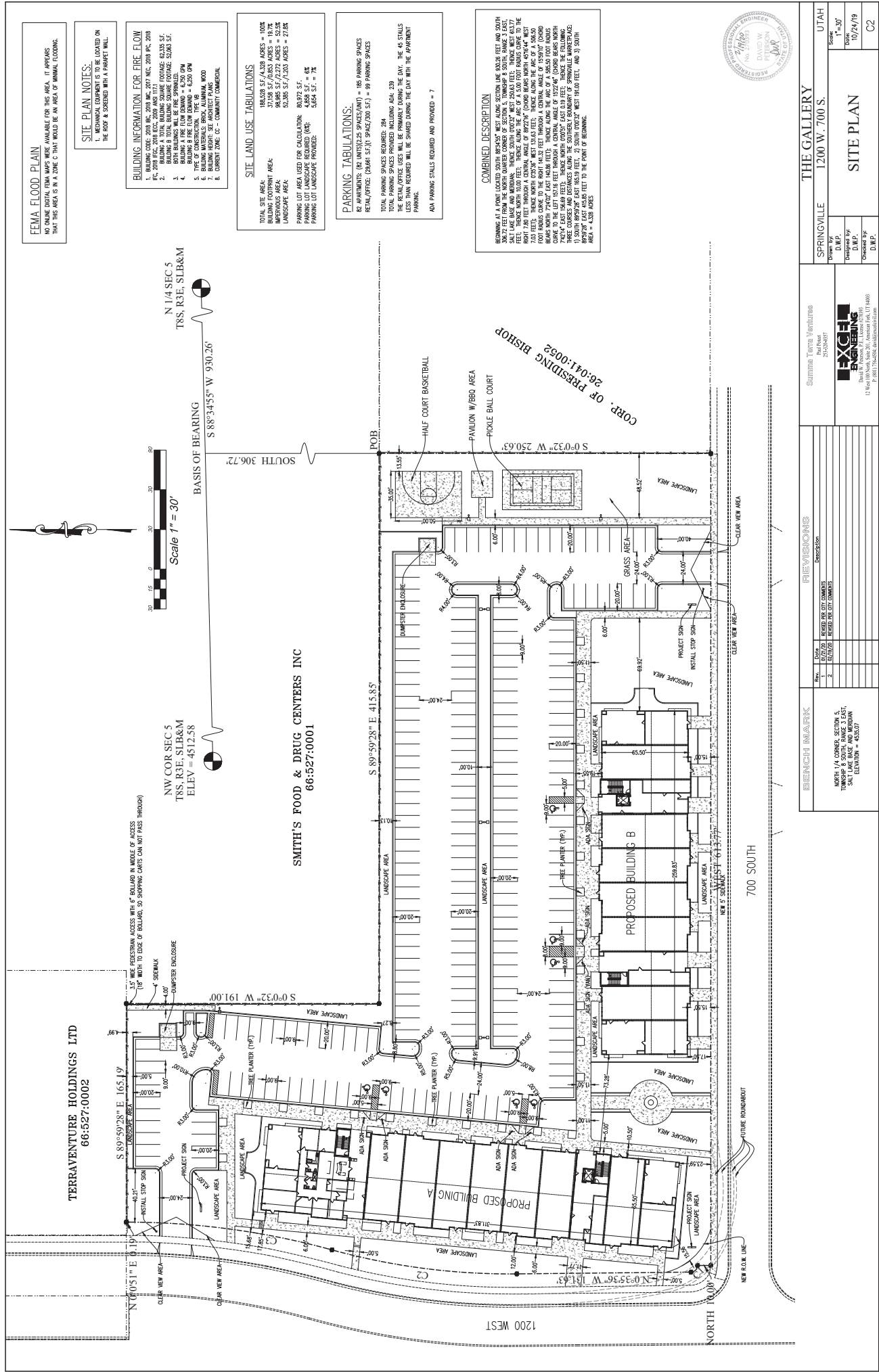
Staff recommends that the Planning Commission forward a positive recommendation to the City Council for adoption of the proposed ordinance text amendment.

Recommended Motion

Move to recommend approval of amendments to Springville City Code Section 11-4-301 Land Use Matrix, concerning multi-family buildings without a commercial component fronting on a non-arterial street; and the related Conditional Use Standards contained in 11-7-205 (5)

References

- Gray, N. (2018, January 9). *Mixed Up Priorities for Mixed-Use Buildings*. Retrieved from Strong Towns:
<https://www.strongtowns.org/journal/2018/1/8/mixed-up-priorities-for-mixed-use-buildings>
- Quednau, R. (2018, June 6). *What's up with all those empty commercial storefronts in new mixed-use developments?* Retrieved from Strong Towns:
<https://www.strongtowns.org/journal/2018/6/5/whats-up-with-all-those-empty-commercial-storefronts-in-new-mixed-use-developments>



FEMA FLOOD PLAIN
NO ONLINE DIGITAL FEMA MAPS WERE AVAILABLE FOR THIS AREA. IT APPEARS THAT THIS AREA IS IN A ZONE C THAT WOULD BE AN AREA OF MINIMAL FLOODING.

SITE PLAN NOTES:
1. EXISTING CONDITIONS TO BE MAINTAINED ON THE ROOF & SCHEDULED WITH A FURNACE WALL.

- BUILDING INFORMATION FOR FIRE FLOW**
- 1. BUILDING CODE: 2008 IBC, 2008 NEC, 2017 NEC, 2008 PFC, 2008 FFC, 2008 EFC, 2008 AHS 1171
 - 2. BUILDING TYPE: COMMERCIAL
 - 3. BUILDING TOTAL BUILDING SQUARE FOOTAGE: 52,300 S.F.
 - 4. BOTH BUILDINGS WILL BE FIRE SPRINKLED
 - 5. BUILDING FIRE FLOW DEMAND = 6,250 GPM
 - 6. TYPE OF CONSTRUCTION: TYPE IIB
 - 7. BUILDING HEIGHT: SEE ARCHITECT PLANS
 - 8. CURRENT ZONE: CC - COMMUNITY COMMERCIAL

SITE LAND USE TABULATIONS

TOTAL SITE AREA: 185,200 S.F. / 4,238 ACRES = 100%

LANDSCAPE AREA: 185,200 S.F. / 4,238 ACRES = 100%

IMPERVIOUS AREA: 80,385 S.F. / 2,277 ACRES = 52.3%

LANDSCAPE AREA: 52,300 S.F. / 1,203 ACRES = 27.8%

PARKING LOT AREA USED FOR CALCULATION: 80,972 S.F.

PARKING LOT LANDSCAPE PROVIDED (REQ): 4,658 S.F. = 6%

PARKING LOT LANDSCAPE PROVIDED (ACT): 5,624 S.F. = 7%

PARKING TABULATIONS:

62 APARTMENTS (80 UNITS/220 SPACES/UNIT) = 180 PARKING SPACES

RETAIL/OTHER (2,000 S.F. / 1,942,500 S.F.) = 91 PARKING SPACES

TOTAL PARKING SPACES PROVIDED INCLUDING ADA: 239

THE PARKING SPACES WILL BE PROVIDED DURING THE DAY WITH THE APARTMENT PARKING.

ADA PARKING SPACES REQUIRED AND PROVIDED = 7

COMBINED DESCRIPTION

BUILDINGS AT A NORTH CORNER SECTION 5, SALT LAKE BASIN AND MIDDLE, THENCE SOUTH 07°02'37" WEST 250.63 FEET, THENCE WEST 43°17'30" SOUTH 7.88 FEET THROUGH A CENTRAL ANGLE OF 89°22'41" (CHORD BEARS NORTH 0°04'11" WEST 7.88 FEET), THENCE NORTH 2°02'30" WEST 13.63 FEET, THENCE ALONG THE ARC OF A 500.50' RADIUS BEARING NORTH 72°41'30" EAST 13.63 FEET, THENCE ALONG THE ARC OF A 500.50' RADIUS CHORD TO THE LEFT 157.16 FEET THROUGH A CENTRAL ANGLE OF 152°24'47" (CHORD BEARS NORTH 89°59'28" EAST 165.19 FEET, 2) SOUTH 07°02'37" WEST 191.00 FEET, AND 3) SOUTH 89°59'28" EAST 165.19 FEET, 2) SOUTH 07°02'37" WEST 191.00 FEET, AND 3) SOUTH 89°59'28" EAST 165.19 FEET TO THE POINT OF BEGINNING.

AREA = 4,238 ACRES

THE GALLERY
1200 W. 700 S.
SPRINGVILLE, UT 84606

SITE PLAN

Scale: 1" = 30'

Date: 10/20/19

Drawn by: D.M.P.

Designed by: D.M.P.

Checked by: D.M.P.

REVISIONS	
Rev.	Description
1	REVISION 1: CORNER SECTION 5, SALT LAKE BASIN AND MIDDLE, SALT LAKE BASIN AND MIDDLE, ELEVATION = 4352.07
2	REVISION 2: CORNER SECTION 5, SALT LAKE BASIN AND MIDDLE, SALT LAKE BASIN AND MIDDLE, ELEVATION = 4352.07

EXCHG
Summa Terra Ventures
Paul Post
25334637

EXCHG
Summa Terra Ventures
Paul Post
25334637

12 West 80 North, Suite 201, American Fork, UT 84606
4352.07 ELEVATION = 4352.07

[illegible]

- **AREAS BEFORE COMPLETION OF PROJECT.**
 CITY TO IMPLEMENT ALL OF DISPOSITIONS, RELOCATION OF CURB/NO PARKING IN FULLY OPENING

SYMBOL	DESCRIPTION
	0'-4" CONCRETE MONUMENT
	DESCRIPTION
	PLANTER BED - DARK BROWN SHREDDED DARK MULCH, 3" DEPTH
	TURFOFORMS
	TAN COBBLE - 3" DEPTH, 2" MINUS

FIG.	FIGURAL SYMBOL	COMMON NAME	CONT.	DL.
17		Ascription: Through (Line) / Through (to and from)	0.8.8	2' Ctl
18		Ascription: Through (Line) / Through (to and from)	0.8.8	2' Ctl
12		Guides to location (inner) / Sharemaster / TM / Redemptive / Count	0.8.8	2' Ctl
13		Location (outer) / Sharemaster / TM / Redemptive / Count	0.8.8	2' Ctl
25		Make a / Spine / Share / Spine / Spine / Spine / Spine	0.8.8	2' Ctl
6		Quercus (outer) / Share / Countmaster / TM / Common / Spine / Oak	0.8.8	2' Ctl
24		Ums (outer) / Share / Countmaster / TM / Common / Spine / Oak	0.8.8	1.5' Ctl

[illegible]

THE GALLERY
SPRINGVILLE, UTAH
SUSUMMA TERRA VENTURES
SPRINGVILLE, UTAH

MARK:	DATE:	DESCRIPTION:

PROJECT #:	519060
DRAWN BY:	ALTHOUSE
CHECKED BY:	HISLOP
ISSUED:	02/14/2020

I-101

ORDINANCE #XX -2020

AN ORDINANCE AMENDING THE SPRINGVILLE DEVELOPMENT CODE SECTIONS 11-4-301, LAND USE MATRIX; AND 11-7-205, CONDITIONAL USE STANDARDS.

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

WHEREAS, Springville City may, from time to time, examine the land uses allowed in the Code and amend its Code to reflect its commitment to maintaining the vision established in the General Plan and as established by the Mayor and Council; and

WHEREAS, City staff examine uses with the Code to ensure viability, compatibility and desirability and have completed an examination of those uses in the current City Code and have recommended amendments to the Code; and

WHEREAS, the Planning Commission did conduct a public hearing on April 28, and May 12, 2020 and reviewed a proposed text amendment and has recommended favorably of the amendments;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Springville, Utah that the following sections be amended:

SECTION 1: Section 11-4-301, "Land Use Matrix" of the Springville City Code is hereby amended:

See attachment labeled, "Exhibit A - Land Use Matrix Amendment"

SECTION 2: Section 11-4-301, "Land Use Matrix" of the Springville City Code is hereby amended:

See attachment labeled, "Exhibit B - Conditional Use Standards Amendment"

SECTION 3: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 4: 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, on this 19th day of May, 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

EXHIBIT A - LAND USE MATRIX AMENDMENT

1 11-4-301

PERMITTED USE	ZONING DISTRICTS			
	PO	VC	TC	CC
RESIDENTIAL/DOMESTIC				
Dwelling - Single- or Multiple-Family above First Floor (Mixed Use) (When Parking Is Located to the Side or Rear of the Building)	C ³	P	C ³	C ³

2

- 3 1. In the NC Zone, General Retail greater than 40,000 sq. ft. in this case is limited to grocery
4 stores only.
- 5 2. See Section 11-6-132. Medical cannabis pharmacies are not permitted in overlay zones that
6 allow for residential dwellings.
- 7 3. Dwellings may be conditionally permitted on the First Floor in compliance with the
8 Conditional Use Standards. See Subsection 11-7-205 (5)

EXHIBIT B - CONDITIONAL USE STANDARDS AMENDMENT

11-7-205

5) Dwelling - single- or multiple-family above first floor (mixed use) (when parking is located to the side or rear of the building) in the PO, TC and CC zones shall comply with the following standards:

a) Permitted Ground Floor Uses

i) Commercial - Required at all ground floors except as permitted in this section;

ii) Residential - Ground floor residential uses are permitted only when fronting on 700 South and located at least 100 feet from away the nearest right-of-way line of 1200 West.

(1) Any development including buildings with ground floor residential shall meet the following requirements;

(a) Ground floor residential is only permitted as an element of a development containing at least one other building of equal or greater size with ground floor commercial;

(b) Construction of the building with ground floor commercial must commence prior to any permit being issued for the ground floor residential building;

(c) All buildings within the development must adhere to the conditional use standards in this section, regardless of any prior approval.

b) Building Height.

i) Buildings with a residential component shall be no more than three (3) stories above ground, including the main floor nonresidential portion.

ii) The clear floor to ceiling height of each building story shall be as follows:

(1) Ground floors

(a) Commercial 14'

(b) Residential 10'

(2) Upper floors

(a) 9'

c) Materials

i) The material palette should provide variety, reinforce massing and changes in the horizontal or vertical plane.

ii) The following materials are not permitted.

32 (1) Any material not intended or designed as an architectural finish product;

33 (2) Vinyl or aluminum siding;

34 (3) Plastic panels, including high-density polyethylene, polyvinyl chloride (PVC),
35 polycarbonate or acrylic;

36 (4) Fiberglass panels;

37 (5) Unfinished or untreated wood; and

38 (6) Artificial or cultured stone such as faux cobble, ashlar or stacked stone.

39 (a) This prohibition does not include GFRC, other architectural cast concrete
40 materials, terra-cotta or similar materials.

41 iii) Material Use

42 (1) At least fifty percent (50%) of the net facade areas of each elevation shall be in
43 brick or stone with the remainder in architectural metal cladding, wood, fiber
44 cement siding, terra-cotta, GFRC or other architectural cast concrete. Other
45 materials (excepting materials prohibited in this section) may be used as accent
46 materials, but shall not consist of greater than ten percent (10%) of any facade
47 elevation.

48 (2) Brickwork must include one (1) element of bonds or courses differing from the
49 primary application on the building (i.e., the stretcher course is the most typically
50 used and a soldier, sailor, header, shiner, rowlock, or other coursing should be
51 included as part of the overall brick application).

52 (3) Stucco or exterior insulated finish system (EIFS) is limited to 10% of façade area
53 calculated for each façade independently. These materials may not be used on
54 the ground floor of any street facing façade.

55 (4) Common or party walls directly abutting an adjacent building wall shall not be
56 subject to these limitations.

57 (4) Any interior façade without direct visual exposure to a street shall not be subject
58 to these limitations.

59 iv) (ii) — Residential Buildings with Main Street frontage shall reflect the historic Main
60 Street style by incorporating brick and glass as primary materials, with wood and
61 metal or other complementary materials used as trim and detail.

62 d) (iii) — Building Location

63 i) Developments with Main Street frontage shall locate the primary
64 structure, or at least one (1) primary structure where multiple structures are
65 proposed, on Main Street. For structures located on Main Street, the primary building

entrance shall face the Main Street right-of-way, and shall not be set back more than fifteen feet (15') from the front property line.

ii) All other buildings shall not be set back more than 20' from the front property line.

e) (b)—Facade Variation - For new development, no two (2) multi-family buildings may possess the same street-facing elevation on a block face. No two (2) facades may be the same as an adjacent or opposite building facade. This standard is met when the street facing elevations differ from another front facade by at least four (4) of the following criteria, and shall not eliminate any other requirements of the code or this Chapter:

i) Articulation;

ii) Differing mix of building materials;

iii) Variation in roof elevation;

iv) Entry/porch (variation in placement and configuration of porches, stoops, covering);

v) Fenestration (variation in the arrangement and detailing of windows and other openings);

vi) Architectural style (variation in style; e.g., Craftsman, Prairie, Four Square, Colonial, Tudor, Ranch, etc.);

vii) Variation of building height and stories; or

viii) Color variation.

f) (c)—Articulation.

~~—(i) In multi-family buildings, or any portion of a mixed use structure containing multi-family units, individual units shall be accentuated using a variety of techniques that include plane changes, bays, variation in entrances, balconies, dormers, colors, columns, or other details defining the individual unit.~~

~~—(ii) All building elevations must be articulated along the vertical face for a minimum depth of one foot (1'), for a length of at least six feet (6'), for every dwelling unit or every thirty feet (30') of horizontal wall plane, whichever is less. This may be accomplished through the use of recesses or extensions of floor area, decks, patios, or entrances.~~

i) (iii)—In addition to the standard in subsection (c)(1) of this section, ~~t~~The vertical mass of buildings shall be broken up through the use of architectural features such as horizontal cornices, pediments, belt-courses, canopies, awnings, ~~(e.g., covered porches)~~, or other features and/or “bellybands” at least twelve inches (12”) in height across the length of the elevation.

99 ii) ~~(iv)~~—Roofs must provide offsets or breaks proportionate to the roof form. Dormers,
100 cross gables, porch canopies, and other secondary roof forms are examples of
101 acceptable breaks in roofline on sloped roofs. Where flat roofs are allowed, stepped
102 parapets or cornices proportionate to the building elevation are required.

103 ~~(v) Building shall include breaks in the roofline for buildings with pitched roofs~~
104 ~~(changes in elevation and orientation of roof line, or use of projections such as~~
105 ~~gables and dormers, that demonstrate~~ Such variation shall occur over at
106 least twenty percent (20%) of all front or street-facing elevations).

107 iii) Building elevations facing a public street shall include projections, recesses,
108 balconies, arcades and/or other distinctive features that provide relief to the facade at
109 least every thirty (30') linear feet of frontage;

110 ~~—(d) Building Materials—At least fifty percent (50%) of the net facade areas of each~~
111 ~~elevation shall be in brick or stone with the remainder in stucco, wood or fiber cement~~
112 ~~siding. Other materials may be used as accent materials, but shall not consist of greater~~
113 ~~than five percent (5%) of any facade elevation. Brickwork must include one (1) element~~
114 ~~of coursing different from the major coursing on the building (i.e., the stretcher bond is~~
115 ~~the most typically used and a soldier, dogtooth or other coursing should be included as~~
116 ~~part of the overall brick application).~~

117 g) ~~(e)~~—General Standards.

118 i) ~~(i)~~—Windows and Balconies

119 (1) -Window and door openings shall make up twenty percent (20%) of any front
120 facade facing the street;

121 (2) All windows and doors, with the exception of ground level storefronts, shall be
122 square or vertical in proportion;

123 (3) Ganged or mulled windows shall have a structurally independent mullion
124 separating each individual window;

125 (4) Curtain wall systems may be utilized with or without exterior mullion covers;

126 (5) Minor divisions created by muntins, or individual windows in window groups, that
127 are horizontal in proportion may be permitted as long as the complete window or
128 window group remains square or vertical in proportion;

129 (6) (ii)—Windows shall not be flush with exterior walls. All windows shall be recessed
130 to at least the depth of adjacent cladding, or treated with a trim. Such treatments
131 shall be applied on all window edges and sides;

132 (7) Flange nailed windows with elements that project in front of the façade plane are
133 not permitted. Such treatments shall be applied on all window edges and sides;

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

(9) Opaque, painted, and mirrored glass windows are prohibited. Lightly tinted glazing in neutral colors above the first floor may be permitted.

(10) Balconies shall meet the following requirements:

(a) The design and of balconies and associated railings shall be integrated into the overall building design.

(b) Balconies may be inset into the building or may project into the street right-of-way a maximum of five feet so long as ten (10) feet of vertical clearance is provided between the sidewalk and the balcony and the required ground floor height is maintained.

(c) Drainage from balconies projecting over the public right-of-way shall be captured and directed into the building's storm water collection system.

(d) Storage on balconies is limited to items such as tables, chairs, barbecue grills, and similar outdoor furniture. All new projects with residential units shall be required, as a condition of approval, to include language in their rental contracts or CC&Rs that restricts storage on balconies to acceptable items.

~~ii) (iii) Primary entries to b~~ Pedestrian Buildings Entrances shall face a public street;

(1) Pedestrian building entrances shall

(a) meet the spatial requirements set forth in Table 11-7-205 (5)a Pedestrian Building Entrance (PBE) Requirements;

(b) contain a door providing direct pedestrian access into a building;

(c) directly access an interior and enclosed commercial tenant space, public lobby, or residential unit;

(d) be directly accessible from and directly adjacent to the sidewalk; and

(e) prevent doors from swinging into the public right-of-way or beyond the front façade line of the building when opened.

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

Table 11-7-205 (5)a Pedestrian Building Entrance (PBE) Requirements			
	Frontage Type		
	Commercial		Residential
	Main Street	Other Street	
<u>PBE's Required for Each Street-facing Façade</u>	<u>1 per 35 feet (1 min.)</u>	<u>1 per 50 feet (1 min.)</u>	<u>1 per street-fronting ground floor unit. Only one PBE is required for corner units.</u>
<u>Maximum Spacing</u>	<u>55 feet</u>	<u>75 feet</u>	

~~— (iv) — At least fifty percent (50%) of the block length shall have building facades within thirty feet (30') of the front property line;~~

~~— (v) — The use of materials shall be consistent as to percentage or application of each facade on all sides of the building. This requirement shall not apply to materials used as accent materials not consisting of greater than five percent (5%);~~

~~— (vi) — Building elevations facing a public street shall include projections, recesses, balconies, arcades and/or other distinctive features that provide relief to the facade at least every thirty (30') linear feet of frontage;~~

~~— (vii) — The minimum parking requirement for residential uses in the Town Center Zone shall be two (2) stalls per unit;~~

iii) (viii) — Parking

(1) Parking for all dwellings shall be located to the rear or side of the principal building and may be accessed from a carriageway or driveway.

(2) Locate parking, loading and vehicular circulation to minimize its visibility from the public right-of-way.

(3) Except for the minimum ground-level frontage required for access to parking and loading, no parking or loading shall be visible on the ground floor of any building façade that faces a public right-of-way.

(4) Curb cuts and parking/loading entries into buildings shall be limited to the minimum number required and the minimum width permitted by city code.

(5) Vehicular access shall be from an alley or at mid-block.

(6) Vehicular access is not permitted from Main Street

(7) Parking and loading access shall be shared where feasible.

192 (8) Provide pedestrian access from rear parking to street front business entrances.

193 iv) Site Design

194 (1) Mechanical and other utility equipment shall not be located on street facing
195 facades, balconies, or in yards located between the public right of way and the
196 building.

197 (2) Mediate between public and private space on residential frontages. This
198 requirement may be met with the following strategies.

199 (a) Use foundation plantings to provide separation between residential units and
200 the sidewalk.

201 (b) Design porches, stoops and railings to provide intermediate semi-private
202 spaces.

203 (c) Employ elevation changes using stairs, patios, and stoops, to delineate the
204 progression from public space (sidewalks, plazas) through semi-private space
205 (porches, stoops), into interior private space.

206 h) (f)—Town Center Zone Mixed Use - Residential development within the Town Center
207 shall promote the historical character of the City generally.

208