



CITY COUNCIL BUDGET WORK SESSION

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a budget work session meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **4:30 p.m. on April 1, 2014**.

CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on April 1, 2014**.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Motivational/Inspirational Message
- b. Pledge, led by invitation

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Household Hazardous Waste – Chris Thompson

5. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. * Minutes of Spanish Fork City Council Meeting – [March 18, 2014](#)
- b. * [Memorandum of Understanding with Bird Nest General Partnership and C&A Construction, Inc. for the Removal of Clay at Butler Springs Pond Site](#)
- c. * [Legacy Farms Connector's Agreement](#)

6. PUBLIC HEARING:

- a. * [Proposed Amendments to Title 15. This proposal involves making a variety of changes to Title 15, the City's Zoning Ordinance.](#)

7. NEW BUSINESS:

- a. Board & Committee Appointments –Dispatch Board Alternate; Rodeo Committee
- b. * [Muhlestein Meadows Amended Preliminary Plat. This proposal involves potentially approving an Amended Preliminary Plat for the Muhlestein Meadows Development so as to permit three lots to be less than 15,000 square feet.](#)
- c. * [Residential Solid Waste & Opt-out Recycling Collection and Disposal Agreement with Republic Services of Utah](#)

8. CLOSED SESSION:

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

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at www.spanishfork.org

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

Tentative Minutes
Spanish Fork City Council Meeting
March 18, 2014

Elected Officials Present: Mayor Pro Tem Rod Dart; Councilmembers Keir A. Scoubes, Brandon Gordon. Absent: Mayor Steve Leifson; Councilmembers Richard Davis, Mike Mendenhall.

Staff Present: David Oyler, City Manager; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Jason Sant, Assistant City Attorney; Angie Warner, Deputy Recorder.

Citizens Present: Wendy Osborne, Ginnie Z. Snyder, Ana Kinikini, Ofa Kinikini, Mark Van Voorhis, Carrie Thompson, Brandi Adams, Cary Hanks, John Davis, Daniel Davis, Travis Dance, Wyatt Dance, Chad Vest, Spencer Vest, Kaden Vest, Steve Maddox, Ray Dawson.

CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION:

Mayor Pro Tem Dart called the meeting to order at 6:00 p.m.

Motivation/Inspirational Message given by Wendy Osborn.
Councilman Scoubes led in the pledge of allegiance.

PUBLIC COMMENTS:

Cary Hanks, Director of the Spanish Fork Salem Area Chamber of Commerce invited the public to the ribbon cutting for the new business Rita's Italian Ice, which will be held tomorrow morning at 9:30am. Ms. Hanks announced that the Easter Egg Hunt will be held April 19th at 9:00am.

COUNCIL COMMENTS:

Councilman Gordon attended the solid waste conference and said there are a lot of challenges as we move forward.

Councilman Mendenhall attended the Parks and Recreation Conference. Councilman Mendenhall said that Officer Greg Sherwood is home doing well and there have been fundraisers still going on to help the Sherwood family and the Wride family.

SPANISH FORK 101: Economic Development –Dave Anderson

Councilman Mendenhall & Councilman Gordon recognized and thanked Brandi Adams for her service to the Youth City Council.

CONSENT ITEMS:

Department Directors gave a brief summary of their items below:

- a. Minutes of Spanish Fork City Council Meeting – March 4, 2014
- b. Master Agreement for Professional Services with Valley Land Surveying
- c. Master Agreement for Professional Services with Hess Environmental
- d. Springville Spanish Fork Airport Runway Shift/Extension Project Final Change Order
- e. UDOT Local Government Contract for the Reconstruction of the Spanish Fork Center Street US 6 Intersection including Cut Bridge

- 49 f. American Tower Cell Tower Lease Amendment
- 50 g. Diamond Fork Riding Club Contract Amendment

51
52 Councilman Gordon made a **Motion** to **approve** the consent items.
53 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

54
55 **PUBLIC HEARING:**

56 **Proposed Amendments to Title 15 – This proposal involves making a variety of changes to Title**
57 **15, the City’s Zoning Ordinance**

58 Dave Anderson said that staff was informed from City Council that they were not ready for this
59 item to be addressed. Mr. Anderson requested that City Council continue this item.

60
61 Councilman Mendenhall made a **Motion** to **continue** the Proposed Amendments to Title 15 until
62 the next City Council Meeting on April 1, 2014.

63 Councilman Gordon **Seconded** and the motion **Passed** all in favor with a roll call vote.

64
65 **Mayfield Zone Change Approval – This proposal involves changing the zoning of some 14 acres**
66 **located at 130 North 2550 East from Exclusive Agriculture to R-1-12.**

67 Dave Anderson reviewed some issues that have been discussed at the Development Review
68 Committee Meeting and the Planning Commission Meeting regarding the following: traffic safety
69 on 2550 east, pedestrian safety, and realignment of 2550 east, irrigation water, and fencing. Mr.
70 Anderson said there are plans in the future to realign the intersection of 400 North 2550 East.
71 The R-1-12 zone is consistent with the surrounding area and Development Review Committee as
72 well as Planning Commission recommends approval.

73
74 Councilman Gordon made a **Motion** to move into Public Hearing to discuss the Mayfield Zone
75 Change.

76 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor at 7:23 p.m.

77
78 Mayor Pro Tem Dart welcomed public comment.

79
80 Ross Baadsgaard asked if the sidewalk will be constructed.

81
82 Steve Maddox with Edge Homes said they will work with staff to complete the sidewalk.

83
84 Councilman Scoubes made a **Motion** to move out of Public Hearing.

85 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor at 7:25 p.m.

86
87 Councilman Scoubes reviewed that City Council and Planning Commission held a work session to
88 discuss these issues that are of concern.

89
90 Councilman Gordon asked if the 130 North street will be completed.

91
92 Mr. Anderson said that Ivory Homes will be completing that street.

93
94 Councilman Scoubes made a **Motion** to **approve** the Mayfield Zone Change to R-1-12.

95 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

96
97 **NEW BUSINESS:**

98 **Mayfield Preliminary Plat Approval** –This proposal involves approving a Preliminary Plat for some
99 **14 acres located at 130 North 2550 East.**

100 Dave Anderson said that the developer has met all the requirements subject to the city
101 standards. The Development Review Committee and Planning Commission recommend
102 approval.

103
104 Councilman Mendenhall made a **Motion** to **approve** the Mayfield Preliminary Plat.

105 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

106

107 **PUBLIC HEARING:**

108 **FY 2014 Budget Revision #3**

109 Kent Clark presented the budget document and said that this revision is to reduce the budget by
110 \$1 million. Mr. Clark reviewed the history of the 2014 budget revisions. Mr. Clark pointed out
111 the budget for the police, library and the swimming pool.

112 Mr. Clark presented the rate increases and new rate charges:

- 113 • Power pole attachment from \$5 to \$15 (rate increase);
- 114 • Storm drain setup \$100 (new charge);
- 115 • Sign application \$600 (new charge);
- 116 • Cemetery new (available area) lots \$600/\$700 Resident and \$900/\$1,000 Non
117 Resident(rate increase); existing available lots at this time no increase.
118 ○ (Mr. Robinson pointed out the "new available" areas are that have new rates.)
- 119 • Open and Closing \$350 resident and \$600 nonresident;
- 120 • Cemetery double deep opening and closing \$50 increases to all rates;
- 121 • Cemetery shepherd hook installation fee \$25 (new charge);
- 122 • Various recreation increases;
- 123 • Swimming Pool entrance fee decrease to \$3.50.

124

125 Councilman Gordon made a **Motion** to move into Public Hearing to discuss the FY 2014 Budget
126 Revision #3.

127 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor at 7:51 p.m.

128

129 Mayor Pro Tem Dart welcomed public comment.

130

131 There was none.

132

133 Councilman Scoubes made a **Motion** to move out of Public Hearing.

134 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:51 p.m.

135

136 Councilman Gordon made a **Motion** to **approve** the FY 2014 Budget Revision #3.

137 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor.

138

139 **NEW BUSINESS:**

140 **Muhlestein Meadows Amended Preliminary Plat** –This proposal involves potentially approving an
141 amended Preliminary Plat for the Muhlestein Meadows development so as to permit three lots to
142 be less than 15,000 square feet.

143 Dave Anderson said that with no action on a previous item, Proposed Amendments to Title 15,
144 this item cannot be addressed and will need to be continued to the next meeting as well.

145

146 Councilman Gordon made a **Motion** to **continue** the Muhlestein Meadows Amended Preliminary
147 Plat until the next City Council meeting on April 1, 2014.
148 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

149
150 **Cost Sharing Agreement for Millrace Canal Diversion Structure**
151 Jered Johnson said they are working with Westfield Irrigation, Lake Shore Irrigation & South East
152 Irrigation to get the funding to replace the dam structure on Powerhouse Road. This agreement
153 outlines the cost sharing between the city and the irrigation companies. The cost will be
154 \$1,475,000 on a 30 year loan and the City will no longer maintain the structure, the irrigation
155 companies will take on that responsibility.

156
157 Councilman Scoubes made a **Motion** to **approve** the Cost Sharing Agreement for Millrace Canal
158 Diversion Structure.

159 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor.

160
161 **Millrace Diversion Structure Easement**

162 Jered Johnson said in order to get the loan to build the dam for the Millrace, it requires an
163 easement. The City drafted an easement for access and the area to be maintained and the
164 construction is planned to start this summer.

165
166 Councilman Gordon made a **Motion** to **approve** the Millrace Diversion Structure Easement.
167 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

168
169 **ADJOURN:**

170 Councilman Gordon made a **Motion** to **adjourn**.

171 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 8:02 p.m.

172

173 ADOPTED:

174

Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: March 25, 2014
Re: Memorandum of Understanding with Bird Nest General Partnership and C&A Construction, Inc. for the Removal of Clay at Butler Springs Pond Site

Staff Report

RECOMMENDED ACTION

Approval of the memorandum of understanding with Bird Nest General Partnership and C&A Construction, Inc. for the removal of clay at the Butler Springs Pond site.

BACKGROUND

This project was planned to mitigate the cross contamination between the Cold Springs pond and the collection system. The Army Corp of Engineers is requiring that a similar pond and wetland area, doubled in size, be constructed near a spring to mitigate the effects of eliminating the pond at Cold Springs. This pond is anticipated to be constructed near Main Street south of the Spanish Fork River and be fed by Butler Springs. The construction of this pond is included in the cost of this project.

DISCUSSION

We have not been able to acquire the right to construct the pond near Butler Springs because of some legal issues of the property owner. We have, however, worked out this memorandum of understanding with the property owner to remove the clay that we need to finish the project at Cold Springs. We anticipate the other issues for the pond at Butler Springs to be resolved soon.

Attached: memorandum of understanding



MEMORANDUM OF UNDERSTANDING
between
Spanish Fork City
and
Bird Nest General Partnership (hereafter referred to as "Bird Nest")
And
C&A Construction, Inc. (hereafter referred to as "C&A")
for the
Removal of clay from property owned by Bird Nest General Partnership

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on the 12th day of March, 2014 between the above named parties. The MOU is intended to be the document to guide the participants in the removal of clay and the ultimate purchase of the property located in Spanish Fork City, Utah County parcel number 250680049 (hereafter the "Property").

RECITALS

- A. Spanish Fork City is a subdivision of the State of Utah.
- B. Spanish Fork is required to perform wetlands mitigation work due to maintenance and rehabilitation work on its culinary water source known as Cold Springs in Spanish Fork Canyon.
- C. Spanish Fork has identified the Property identified above as one of the few suitable locations which will meet the mitigation criteria imposed by the U.S. Army Corps of Engineers. A map of the portion of the Property needed for such mitigation is included as Exhibit A (hereafter the portion of the property shown on Exhibit A shall be referred to as the "Subject Property").
- D. Bird Nest is a Utah General Partnership. C&A Construction, Inc. is a defunct Utah corporation.
- E. The Property identified in exhibit A is titled in the name of C&A, but Bird Nest claims to be the owner of the Property.
- F. There is pending litigation between Bird Nest, C&A, Zions First National Bank and other judgment lien claimants over title to the Property identified in exhibit A.
- G. In order to proceed with its Cold Springs work in a timely manner, Spanish Fork is able to use clay from the Subject Property for its maintenance and rehabilitation work. Spanish Fork is willing to defer a threatened condemnation action of the Subject Property in return for the right to remove clay from the Subject Property, while the quiet title action is pending.

TERMS

The parties agree to the following terms:

1. Bird Nest and C&A will allow Spanish Fork to remove clay from the Subject Property as identified on the attached exhibit A for use of such clay at Cold Springs. In removing the clay, Spanish Fork shall remove any topsoil which is above the clay to be removed and used by Spanish Fork and shall pile or distribute the topsoil on the Subject Property or the Property in such location as Bird Nest shall designate. To the extent reasonably possible and as mutually agreed by Bird Nest and Spanish Fork, Spanish Fork shall endeavor to extract the clay from a smaller portion (though therefore a deeper extraction) of the Subject Property as opposed to a larger portion (though therefore shallower extraction) of the Subject Property.

2. If upon conclusion of the pending litigation involving the Property Bird Nest is the determined to be the owner of the Property, then Bird Nest and Spanish Fork agree to work cooperatively to complete the purchase of the Subject Property by Spanish Fork in accordance with the conceptual agreement of the parties.

3. At the request of either party, or if the pending litigation involving the Property shall be decided adversely to Bird Nest, Spanish Fork will proceed with a condemnation of the Subject Property identified in exhibit A.

4. In no event will Spanish Fork be able to obtain the clay or the Subject Property without eventually paying or providing appropriate consideration therefore.

5. The parties view this MOU as an interim solution until the pending litigation is resolved.

SIGNATURES

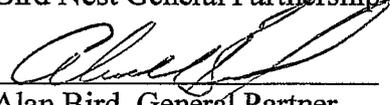
Spanish Fork City by:

Steve Leifson, Mayor

Attest:

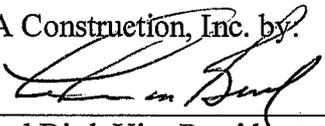
Kent R. Clark, City Recorder

Bird Nest General Partnership by:



Alan Bird, General Partner

C&A Construction, Inc. by:



Leland Bird, Vice President



Memo

To: Mayor and City Council
From: S. Junior Baker
Date: March 27, 2014
Re: Legacy Farms 400 North Curb Connector's Agreement

Staff Report

RECOMMENDED ACTION

Approve the Legacy Farms 400 North Curb Connector's Agreement. This is a standard connector's agreement and thus, appears on the consent agenda.

BACKGROUND

As part of the offsite improvements for the Legacy Farms subdivision, Legacy Farms at Spanish Fork, LLC was required to install curb, gutter and asphalt along 400 North from approximately 2435 East to 2550 East, a distance of 553 feet. They are seeking pro-rata reimbursement from those other properties adjacent to 400 North in this area.

Attached: Legacy Farms 400 North Curb Connector Agreement



CONNECTOR'S AGREEMENT

This Connector's Agreement made this 1st day of April, 2014, by and between Spanish Fork City, hereinafter called City, and Legacy Farms at Spanish Fork, LLC, hereinafter called Developer.

RECITALS

WHEREAS, Developer is the owner of real property in Spanish Fork City; and,

WHEREAS, in order to develop that property, Developer has installed offsite roadway improvements which will benefit other properties as they develop in the future; and

WHEREAS, Developer has installed curb and gutter improvements along 400 North from approximately 2435 East to 2550 East, a distance of 553 feet, at a cost of \$10,146.00; or \$18.35 per foot, and

WHEREAS, Developer has installed asphalt improvements along 400 North from approximately 2435 East to 2550 East a distance of 553 feet, at a cost of \$15,132.75; or \$27.36 per foot, and

WHEREAS, City has determined that it is just and proper that owners of property who develop adjacent to the curb and gutter should reimburse Developer at the rate of \$18.35 per foot for the length of curbing adjacent to their property at the time of development;

WHEREAS, City has determined that it is just and proper that owners of property who develop adjacent to the asphalt should reimburse Developer at the rate of \$27.36 per foot for the length of asphalt adjacent to their property at the time of development;

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration paid by Developer to City, the parties agree as follows:

TERMS

1. City will require the payment of \$18.35 per frontage foot of property developed adjacent to the 553 feet of curb and gutter shown on Exhibit A as a condition of permitting any owner of property to develop adjacent to the curb and gutter.
2. City will require the payment of \$27.36 per frontage foot of property developed adjacent to the 553 feet of asphalt shown on Exhibit A as a condition of permitting

any owner of property to develop adjacent to asphalt.

3. That payment of the sums mentioned in the preceding paragraphs shall bear no interest from the date hereof to date of payment.
4. That if a development application is made after thirty years from the date hereof, there shall be no payment required for the curb and gutter as a pre-condition of development approval.
5. That if a development application is made after twenty years from the date hereof, there shall be no payment for the asphalt required as a pre-condition of development approval.
6. That upon receipt of any sums due hereunder, City agrees to remit said sum to Developer or its assignees.
7. That it shall be the responsibility of Developer or its assigns to advise City, in writing, of any impending development which likely would trigger the connector's fee. In no event shall City be liable for failure to make collection, it being understood and agreed that City will use its best efforts to make such collection.

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, Recorder

LEGACY FARMS AT SPANISH FORK, LLC by:

DUANE F. HUTCHINGS, Manager



TO: Honorable Mayor and Esteemed City Council

FROM: Dave Anderson, Community and Economic Development Director

DATE: March 18, 2014

RE: Proposed to Title 15 Amendments

Accompanying this memorandum is a document containing language that describes several changes that are proposed to Title 15.

These proposed changes have been discussed with the Planning Commission and staff for the past several months and represent a fairly significant tune-up of the City's land use regulations.

The Development Review Committee has recommended that the accompanying changes be approved.

The Planning Commission reviewed the proposed changes in their March 5 meeting and recommended that they be approved subject to having two modifications made. The attached draft reflects the changes that the Planning Commission recommends making.

Please feel free to contact me if you have any questions.

attachments: proposed changes to Title 15
proposed Ordinance 04-14





TO: file

FROM: Dave Anderson, Community and Economic Development Director

DATE: March 18, 2014

RE: Title 15 Amendments

1. Driveway Slope

15.4.16.085 Street Improvements

F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than ~~fourteen~~ ~~twelve~~ percent (~~14~~ ~~12.0%~~) be allowed. The minimum grade allowed for any City street is 0.45%.

2. Pedestrian Connections

15.4.16.085 Street Improvements

F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than fourteen percent (14.0%) be allowed. The minimum grade allowed for any City street is 0.45%.

G. Pedestrian Connections. Pedestrian connections may be required in situations where the Development Review Committee finds that the design creates an impediment for pedestrian travel within a development or neighborhood. Particular attention will be paid to providing pedestrian access to public spaces such as schools and parks. Pedestrian access corridors will be twelve feet in width or wider.

Sidewalks may be required on non-residential sites to connect buildings with sidewalks in public streets, to connect one site with adjacent sites or to provide a connection between two public streets.

3. Impact Fees for Existing Lots

15.4.12.050 Special Exceptions

A. The Council retains the authority to adjust any impact fee imposed in order to respond to unusual circumstances in specific cases and to insure that impact fees are fairly imposed. Economic hardship shall not be considered an unusual circumstance justifying an adjustment to the impact fee.

B. The Council may, at its sole discretion, adjust any impact fee, on the basis of justice and equity, based upon studies and data submitted by the developer.

C. The Council may, at its sole discretion, waive any impact fee for governmental development or other development activities with broad public purposes. Any development undertaken to gain a profit, whether or not a profit is realized, does not qualify as a broad public purpose.

D. The Council may, at its sole discretion, allow a full or partial credit against impact fees for any system improvements provided by the developer that are required as a condition of approval of the development activity.

15.4.12.060 Existing Structures



Where the following conditions are met, credit will be given towards the Impact Fees for replacement structures:

1. The subject property was located within Spanish Fork City limits on July 1, 1995.
2. A dwelling or business was located on the subject property on July 1, 1995.
3. Municipal services such as water, sewer, or power were being provided to the subject property on July 1, 1995.

Credit towards Impact Fees will be limited to the services provided to the property and the existing service size.

4. Plat Amendment Process

15.4.04.040 Amended Plats

In all subdivisions which have been recorded and in which changes have been made which changed the subdivision materially, an amended plat must be filed and recorded in accordance with the provisions of this title.

In situations where modifications are limited to the adjustment of lot lines and all affected property owners consent to the modifications, an applicant shall apply to have a Minor Plat Amendment approved. The information required with an application for Minor Plat Amendment approval shall match those found with Final Plat applications. The fee for Minor Plat Amendment approval shall be set forth by the City Council in the City's budget. The Development Review Committee may waive individual submittal requirements as the DRC finds appropriate. Upon finding that all applicable standards have been met, the Development Review Committee shall approve the Minor Plat Amendment. Once all requirements have been met and any required bonds have been posted, the Plat will be submitted to the Utah County Recorder's Office for recordation.

5. Master Plan Development

15.3.24.030 Master Planned Developments

1. Purpose: The purpose of the Master Planned Development concept is to:
 - a. Allow for designs that provide for more efficient utilization of public infrastructure than what is achieved in a standard subdivision.
 - b. Allow for deviations from typical zoning standards in order to permit uniquely configured or situated properties to be developed in a functional manner that enhances the City.
 - c. Allow developments to include a total number of units that matches the base density that found in the underlying zone as identified in Table 1 – Residential Development Standards of Title 15.
 - d. Establish residential neighborhoods with a distinct character and convey a sense of unity.

- ~~1. Purpose: The purpose of the Master Planned Development concept is to:~~
 - ~~e. Encourage imaginative and innovative planning of residential neighborhoods by providing greater flexibility in design.~~
 - ~~f. Encourage the provision of useable open space and recreation facilities within developments.~~
 - ~~g. Encourage variation in lot size and residential types within the development.~~
 - ~~h. Establish residential neighborhoods with a distinct character and convey a sense of unity.~~
 - ~~i. Allow projects that provide superior amenities to be developed at the high end of the density ranges as shown on the General Plan Map. Amenities include but are not necessarily limited to design features, architectural style, open space (including parks and trails), conservation elements, landscaping features, and recreational facilities.~~
 - ~~j. Reduce ongoing maintenance costs.~~

2. Permitted Uses:
 - a. All uses listed in R-1 and R-3 Districts, subject to the same restrictions or limitations of the use.
 - b. Multi-family dwellings with more than four (4) attached units.
 - ~~c. Clubhouses, community buildings, and recreational facilities. Master Planned Development~~

~~Requirements and Bonus Density: This section includes a list of requirements that must be met in order for a project to qualify as a Master Planned Development and a list of options that exist for the City to award bonus density. Density bonuses may be awarded for the inclusion of amenities that the City determines to be upgrades from design standards in conventional subdivisions. In determining what bonus is warranted, the Planning Commission and City Council shall consider the size of the development and the overall benefit that a particular amenity would be to the development and the City. As a guide, sample items are listed in the various areas below to describe some elements that may qualify for bonus density. The listed elements are intended to serve as a guide and do not represent an all-inclusive list of what may be considered. Projects at or near the top of the density range for the underlying district must demonstrate a coordinated approach to neighborhood development and include such things as an overall landscape concept, the use of high quality materials and architecture, the blending of different dwelling types in larger projects, well designed and useable open space and developed recreational amenities and attention to detail such as fencing, street lighting, entry treatments, and project signage.~~

3. Subdivision Design

- ~~1. The base density for projects that meet the minimum requirements to qualify as Master Planned Developments will receive the base density as identified in Table 1 (Residential Development Standards) plus .25 units per acre. Additional density may be obtained as developments qualify for bonus density.~~
- ~~2. Developments may not exceed the maximum density identified in Title 15, Table 1 (Residential Development Standards).~~
3. For purposes of calculating base density, sensitive lands shall be excluded from the calculation.
4. The minimum size of a Master Planned Development is ~~twenty (20) five (5)~~ five (5) contiguous acres, except in R-1-6 and R-3 zones, where ~~one (1) acre is five (5) contiguous acres are~~ one (1) acre is required. School and church sites are to be excluded from the acreage calculation.
5. Density Calculations - Church sites, school sites, and sites for other non-residential uses may not be counted in the density calculations.
6. Street Design - Local streets shall not exceed ~~600 800~~ 800 feet in length without an intersecting street.

~~B. Recreation~~

~~1. Bonus Density~~

- ~~a. Developments that include recreation elements may qualify for bonus density. Some of the specific elements that may qualify for bonus density are listed below:~~
- ~~b. Active Recreation (private gated communities only if accepted by City). Active recreation areas may include swimming pools, sports courts, spas, and other similar areas.~~
- ~~c. Common Buildings (private gated communities only if accepted by City). Developments which provide common buildings or facilities for meetings, indoor recreation, receptions, classes, or other similar uses.~~
- ~~d. Parks. Developments that provide and improve park space may qualify for bonus density. Improved park space means fully developed, landscaped property (consistent with the needs of the City), approved by the City, which includes a commercially rated automatic sprinkler system and commercially rated playground equipment, pavilion, or equivalent. The City will not accept public parks less than three acres in size.~~
- ~~e. Trails. Developments that construct trails, in accordance with the City's trails master plan and trails construction standards, may qualify for bonus density.~~

4. Architecture

1. Minimum House Sizes - finished area (square feet). For the purposes of calculating required finished area, square footage in basements shall not qualify. For split level homes, finished area on floors that are at least 50% below the finished grade of the lot shall not count towards the required finished area.

Minimum House Sizes - Finished Floor Area

Minimum House Sizes - finished area

Minimum Lot Size and Multi-family	One Story	Multi-Level
80,000 square feet	1,600 square feet	2,400 square feet
60,000 square feet	1,600 square feet	2,400 square feet
40,000 square feet	1,600 square feet	2,400 square feet
30,000 square feet	1,500 square feet	2,200 square feet
20,000 square feet	1,500 square feet	2,200 square feet
15,000 square feet	1,500 square feet	2,200 square feet
12,000 square feet	1,400 square feet	2,000 square feet
9,000 square feet	1,300 square feet	1,600 square feet
8,000 square feet	1,200 square feet	1,500 square feet
6,000 square feet	1,100 square feet	1,400 square feet
Multi-family	1,000 square feet (one level)	1,200 square feet (multi-level)

2. Distinct Designs – Master Planned Developments shall provide a variety of home styles to ensure a diverse and interesting streetscape. Neighborhoods that have repetitive homes constructed along the same street are not allowed. In order to ensure that the neighborhood is non-repetitive, the same street facing elevation shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another. Different elevations shall be characterized by elements such as, but not limited to, distinct footprints, rooflines, cladding materials or architectural features which contribute to home designs that are easily distinguishable from other home designs along the same street. The City Council may waive this requirement for developments which include multi-family housing that present specific architectural designs for the multi-family portion of the development at the time of project approval.
3. Parking - Master Planned Developments shall provide at least a two car garage for each single family residence. Townhomes and multi-family units must have one attached or detached garage (minimum 12 feet x 20 feet) per unit. Developments shall include no less than 0.5 guest parking spaces per dwelling unit. Developments that include, with each dwelling unit, a two car garage and driveway space for two vehicles shall not be required to provide additional guest parking. When required, at least one space for guest parking shall be located within 200 feet of each dwelling unit.
4. Roofing - Homes in the development shall have at least a 6/12 pitched roof on the main portion of the roof unless it is determined by the Community Development Department that a lesser pitch roof is essential to maintain the integrity of a particular architectural style and that the style is a

substantial improvement to what would be built in a standard subdivision.

5. Exterior Materials - Homes in Master Planned Developments shall be clad in masonry, or masonry based materials or a chemically-treated, wood-based, nail-on, lap siding that has at least a 50-year warranty. The City Council may grant a waiver of this requirement based upon superior architectural design plans which involve other materials.

~~6. Bonus Density:~~

- ~~a. Developments with superior architectural designs qualify for bonus density. Designs may be determined to be superior based on consistency with a particular style, building articulation, type and quality of materials, excellent use of materials, conservation elements, additional garages or garage placement, and other creative and/or innovative ideas, as deemed superior in the discretion of the City Council.~~

5. Landscaping

1. Front and side yard landscaping shall be installed in Master Planned Developments prior to receiving a Certificate of Occupancy. Exceptions to this rule include the installation of yards between October 15 and April 15. Provisions shall be made to allow bonds to be posted for required landscaping between October 15 and April 15 when homes are otherwise ready for occupancy. For phased multi-family Master Planned Developments, landscaping shall be installed according to the approved phasing plan. Minimum landscaping shall include sod or hydroseed, one, two-inch caliper tree, measured two feet from the ground, and automated sprinkler system. The City Council has the discretion to modify the minimum landscaping requirements if a conservation (xeriscaping) landscape plan is proposed.

~~2. Bonus Density:~~

- ~~a. Developments that include landscaping above and beyond the minimum required qualify for bonus density. Landscaping elements that may qualify for bonus density include perimeter landscaping, entrance monuments, landscaped features in common areas and enhanced landscaping on individual lots.~~
- ~~b. Developments that incorporate fencing for individual lots and the whole project with high quality materials may qualify for bonus density.~~
- ~~c. Developments that are designed so as to incorporate common areas at highly visible locations may qualify for bonus density.~~

6. Application.

1. Applications to establish a Master Planned Development shall be processed as a subdivision if any new lots are to be created. If no new lots are proposed, such as for an apartment project, an application will be processed according to the Site Plan procedures. All applications must include the following information in addition to normal filing requirements for a subdivision or Site Plan project:
 - a. Complete description of the intended nature and character of the development.
 - b. Description of all proposed private or public open space areas, including improvements, ownership, and maintenance provisions.
 - c. Proposed project phasing.
 - d. Plans representing proposed landscaping, fences, walls, entry treatments, signage and lighting.
 - e. Preliminary conditions, covenants, and restrictions (CC & Rs).
 - f. Any variations from the non-Master Planned Development standards.
 - g. Any proposed amended development standards, including such things as variations in setbacks, heights, and lot sizes.
 - h. Proposed street cross sections, and proposed ownership and maintenance provisions, if the streets are proposed to be private.
 - i. A data table which includes total acreage, acreage of sensitive lands, total number of dwelling units, and units by type, dwelling units per acre, acreage of open space, percent of acreage in open space.
 - ~~j. A data table which includes total acreage, acreage of sensitive lands, total number of dwelling units, and units by type, dwelling units per acre, acreage of open space, percent of acreage in open space.~~

~~k. A description of any requested bonus density and the proposed justification for bonus density.~~

7. Phases. All residential subdivisions shall include a phasing plan that specifies the timing of public improvements and residential construction. This plan must be submitted at the submission of the Preliminary Plat. If the sequence of construction of various portions of the development is to occur in stages then the bonus density amenities shall be developed, or committed thereto, in proportion to the number of dwelling units intended to be developed during any given stage of construction.
8. Findings. Prior to granting approval of a Master Planned Development, the applicable reviewing body shall make findings identifying why the applicant's proposal justifies a bonus density. Those findings should include the following:
 - a. The proposed development will provide a more pleasant and attractive living environment than a conventional residential development established under the strict application of the provisions of the underlying zone;
 - b. The proposed development will not be materially detrimental to the health, safety, or general welfare of persons residing or working within the neighborhood of the development;
 - c. Any variation allowed from the development standards of the underlying district will not create increased hazards to the health, safety, or general welfare of the residents of the development of adjacent areas.

6. Subdivision Waiver

15.4.04.180 Filing of Minor Subdivision Plat

Minor Subdivision Plats may be approved for subdivisions of five (5) or fewer lots where those lots conform to applicable zoning standards and where all required infrastructure is adjacent to the subject property. Application for Minor Subdivision Plat approval can be made by completing an application form and submitting the following materials to the Community Development Department:

A Computer Aided Design (CAD) file and a Portable Document Format (pdf) file of the plat must be submitted in a dwg or dgn format. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

The City will review the submission and notify the applicant of any changes that must be made. Once these changes are made, a Portable Document Format (pdf) file of the plat must be submitted to the Community Development Department. Once approved by the DRC, an updated CAD and pdf file of the plat must be submitted to the Community Development Department. Each Minor Subdivision Plat shall be accompanied by a filing fee established by the City Council in its annual budget, together with any impact, inspection, testing, connection or other fees which are due before recording.

15.4.04.190 Form and Contents of Minor Subdivision Plats

- A. The developer must submit a Mylar of the Minor Subdivision Plat to the City in a format approved by the City and County. The Minor Subdivision Plat shall contain the following:
 1. A tie to a section corner and the state plane coordinates of each point. All horizontal data shall be based on the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot. Horizontal datum shall be clearly written on the plat;
 2. Accurate dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use, and other important features; the lines, angles, dimensions, state plane coordinates, bearings, areas and numbers of all lots, blocks and parts reserved for any reason within the subdivision. All dimensions shall be determined by an accurate field survey which shall balance and close as required by Utah County;
 3. All lots and blocks are to be numbered, addressed and named in accordance with the street numbering and naming system assigned by the City Engineer;
 4. A statement that "All drinking water and pressurized irrigation lines up to and including the meter, all sanitary sewer mains, all electric meters, and all electric and SFCN communication

- service lines up to the mast on overhead installations and to the top of the meter base for underground installations are dedicated to Spanish Fork City.”;
5. Plats and signatures shall be in waterproof ink on a 24x36 inch Mylar sheet. There shall be an unencumbered margin of one and one-half inches on the left-hand side of the sheet and not less than a half inch margin around the outer three sides of the sheets. The scale shall be a standard engineering scale of no more than 100 feet to the inch;
 6. A stamp and signature of a surveyor licensed in the state of Utah;
 7. A statement that “All public utility easements platted hereon are in perpetuity for installation, maintenance, repair, and replacement of public utilities sidewalks and appurtenant parts thereof and the right to reasonable access to grantor’s easement shall run with the real property and shall be binding upon the grantor and the grantor’s successors, heirs and assigns”;
 8. All Building Permits for the subdivision shall comply with the Development Soils Report and Mass Grading Plan. Elevation certificates shall be reviewed and approved by the City Engineer or his/her designee as required;
 9. The date of preparation, a standard engineering scale of not more than 100 feet to the inch, a north arrow, and a vicinity map;
 10. All offsite easements required to provide services or utilities to the project shall be recorded with the Utah County Recorder’s office prior to or in conjunction with the Minor Subdivision Plat recordation;
- B. The following documents must accompany the Minor Subdivision Plat:
1. Construction Plans. A complete set of construction plans must accompany the Minor Subdivision Plat. Construction plans must meet the requirements of this Title as well as the standards found in Chapter 39.20 Improvement and Design Requirements of the Construction Standards;
 2. Soils Reports. A soils report shall provide a detail of lot by lot summary addressing finished floor elevation including basements. The report shall include a minimum height factor for peak month in a wet year, and also address all Hillside Development Standards;
 3. Storm Water Plan. The developer shall provide a final drainage plan and report according to the Storm Water Drainage Design Manual;
 4. Mass Grading Plan. The developer shall provide a final subdivision grading plan showing each individual property. The site shall be designed to eliminate flooding or standing water on any private property.

15.4.04.200 Review and Approval Procedure of Minor Subdivision Plats

Minor Subdivision Plat and construction drawings shall be submitted to the City for review to insure conformity to the present ordinances and standards and for the adequacy and availability of public facilities. If the Minor Subdivision Plat or construction drawings are not in conformity, the City shall refer it back to the subdivider or developer with a list of items necessary to bring the Minor Subdivision Plat or construction drawings into compliance. If the Minor Subdivision Plat and construction drawings are in conformity, the plat or complete drawings will be submitted to the Development Review Committee with suggestions and comments noted thereon. The DRC shall act as the Land Use Authority for Minor Subdivision Plat approval. If approved, the City Manager, Community Development Director and City Engineer shall sign the Minor Subdivision Plat. If any conditions are attached, the Minor Subdivision Plat or construction drawings shall be amended to reflect such changes and an accurate Minor Subdivision Plat shall be submitted to the City, prior to signing.

15.4.04.210 Recordation of Minor Subdivision Plats

Following acceptance by the DRC, the Minor Subdivision Plat bearing all official approvals shall be deposited in the office of the County Recorder for recording by the City. Only the City may record Minor Subdivision Plats. The Minor Subdivision Plat must be recorded with Utah County within 120 days after approval by the DRC. Approval expires and the plat must be resubmitted if the Minor Subdivision Plat is not recorded within 120 days. All inspection, testing and/or connection fees required by ordinance shall be paid and permits required shall be obtained prior to the recordation of the Minor Subdivision Plat.

15.4.04.220 Commencement/Completion Time Frame of Minor Subdivision Plats

- A. Prior to the construction of any improvements required by this Title, the subdivider shall furnish to the City Engineer the following:
 - 1. Approved sets of construction plans;
 - 2. Full security deposit (bond) required by this title (15.4.16.110);
 - 3. Inspection fee deposit;
 - 4. Subdivision development agreement;
 - 5. Hold a preconstruction meeting;
 - 6. Meet all conditions for approval as established by the Council.
- B. All improvements within subdivisions must be completed within one year of the date of recordation. If improvements are not completed within the time limitation imposed herein, the City may forfeit any bond or surety, which shall have been posted by the owner or subdivider.

15.4.04.230 Amendments to Minor Subdivision Plats

The City Engineer may approve minor amendments to approved Minor Subdivision Plat before the Minor Subdivision Plat is recorded, if he/she finds that the proposed amendments do not jeopardize the interest of the City or adjoining property owners. The types of minor amendments contemplated by this section may include, but not be limited to, legal description mistakes, minor boundary changes and items that should have been included on the original Minor Subdivision Plat. Major amendments to unrecorded approved Minor Subdivision Plat shall go back through the approval process.

15.4.04.240 Building Permits in Minor Subdivision Plats

The City may issue a Building Permit upon application and compliance with the requirements of law and once all improvements are installed, accepted by the City Engineer, and in service for the entire plat. In the event asphalt pavement plants are closed for the winter, Building Permits may be issued before paving if there is six inches of compacted road base in all areas to be paved.

7. Two Points of Access

15.4.16.085 Street Improvements

- F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than fourteen percent (14.0%) be allowed. The minimum grade allowed for any City street is 0.45%.
- G. Two Points of Access. Two points of vehicular access may be required for developments if the Development Review Committee finds they are necessary to create a functional street network or to help ensure access for public safety personnel and equipment.

8. Dedication of Corridor Next to River

15.4.20.020 General Provisions

- G. ~~All properties adjacent to the Spanish Fork River shall provide a forty (40) foot trail and river access easement for the installation, maintenance, repair, and replacement of a public trail, and the following public purposes:~~
 All properties adjacent to the Spanish Fork River shall dedicate forty (40) feet of land adjacent to the River for river access and the installation, maintenance, repair and replacement of roadway access for the following public purposes:
 - 1. Access to the Spanish Fork River;
 - 2. The right to do necessary work in and adjacent to the Spanish Fork River to preserve the river corridor buffer in an effort to reduce ~~the chance of~~ erosion and potential future flooding;
 - 3. The right to install and maintain armor along the Spanish Fork River bank;
 - 4. The right to maintain and repair the river bank and bed ~~and easement area~~ and monitor river flow capacities;
 - 5. The right to survey the ~~easement~~ area as needed for installation of armor and for periodic monitoring of the easement area;

6. The right to construct a trail for public access and public use ~~that will be part of the Spanish Fork River Parkway.~~

The City may require that additional land be dedicated to provide access from developed areas to the river access.

9. Local Street Connectivity

15.4.16.085 Street Improvements

F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than fourteen percent (14.0%) be allowed. The minimum grade allowed for any City street is 0.45%.

H. Local Street Connections. Where parallel or nearly parallel streets are 600 feet or longer, a local street connection between those two streets shall be required unless this requirement is expressly waived by the Development Review Committee.

10. Hearing Requirement

15.4.04.070 Form and Content of Preliminary Plats

A. Each preliminary plat shall be accompanied by a filing fee in the amount established by the City Council in the annual budget. Each preliminary plat of a subdivision shall contain the following information:

1. The proposed name of the subdivision;
2. The names and addresses of the Developer and the Civil Engineer of the subdivision, ~~and other persons to whom notice of the hearing to be held by the Council should be sent;~~

11. Agricultural Sales

15.3.16.010 Agricultural and Rural Residential Districts

A-E. Exclusive Agriculture. The purpose of this district is to promote agricultural production on lands with high quality soil types. The lands will usually not be suited for other urban uses because of location within a floodplain, or distance to other urban services.

R-R. Rural Residential. This district is similar in character with the A-E District, but parcel sizes are generally somewhat smaller and the soil types may be lower quality.

Many of these areas within the Growth Management boundary will likely be rezoned and developed with higher density uses as utilities are extended and adequate streets are developed and/or widened. Other lands outside the Growth Management boundary may eventually be converted to urban uses when a need is shown to expand that boundary.

A. Permitted Uses:

1. Agriculture, including the production of food and fiber crops, and tree farms; grazing and animal husbandry of livestock.
2. Commercial horse riding, training, and boarding stables. (AE District only)
3. Living quarters for agricultural employees employed on the premises. (AE District only)
4. Wholesale plant nurseries.
5. One (1) single residence dwelling per lot.

~~6. Seasonal fruit, vegetable, and hay retail sales structures of less than 500 square feet when located on the premises where the products are raised.~~

B. Uses Subject to Conditions:

1. Home Occupations (as described in §5.40.010 et seq.)
2. Manufactured Homes (as described in §15.3.24.040 et seq.)
3. Residential facilities for persons with a disability (as described in §15.3.24.010(A) et seq.)
4. Residential facilities for elderly persons (as described in §15.3.24.010(B) et seq.)
5. Seasonal fruit, vegetable, and hay retail sales in structures of less than 500 square feet when at least some of the products being sold are raised on the premises. Subject to having access, parking, and any utility needs approved by the DRC.

12. Definitions

Assisted Living Facility: A residential facility, licensed by the State of Utah, with a home-like setting that provides an array of coordinated supportive personal and health care services, available 24-hours per day, to residents who have been assessed under Utah Department of Health or the Utah Department of Human Services rules to need any of these services. Each resident shall have a service plan based on the assessment, which may include: (1) specified services of intermittent nursing care; (2) administration of medication; and (3) support services promoting the resident's independence and self-sufficiency. Such facility does not include adult day care provided in conjunction with a ~~residential facility for elderly persons~~ or a residential facility for persons with a disability.

~~**Boardinghouse:** A dwelling in which three, four, or five (3, 4, or 5) sleeping rooms are provided which serve as the principal residence of the occupants. A common dining room may be provided for the occupants. The operator of a boarding house must reside on the premises of a boarding house. A boarding house does not include a residential facility for disabled persons or a residential facility for the elderly. A boarding house does not include a non-residential facility, such as a rehabilitation/treatment facility, where the primary purpose of the facility is to deliver rehabilitation, treatment, counseling, medical, protective or other similar services to the occupants. A boarding house shall not have more than 10 boarders occupying the home at one time.~~

Building Height: The vertical distance from the average finished grade surface of the building to the ~~highest point of the coping of a flat roof or to the deck line of a mansard roof, or the mean height level between eaves and ridge for gable, hip, or gambrel roofs~~ peak of the roof.

Completion Date: The date the entire subdivision, ~~or~~ development or construction is completed and an approved final inspection statement is given.

Comprehensive General Plan or General Plan: The ~~Land Use Element of the~~ Comprehensive General Plan document as approved by the city council.

~~**Duplex:** A building designed for two (2) ~~housekeeping~~ family units living independently of each other.~~

~~**Dwelling, Single Residence:** A detached building designed for one (1) ~~housekeeping~~ family unit and having one (1) main kitchen.~~

Final Plat: An original map or plat drawn on Mylar ~~or linen~~ in a form as approved by the city, showing all lots, streets, utility easements, etc.

~~**Foster Home:** A dwelling occupied as a primary residence by an individual or individuals having the care or control of not more than five (5) minor children as their legal wards.~~

Hotel/Motel: A building which provides ~~six (6) or more~~ guest rooms for the overnight lodging of travelers. It may include customarily incidental uses such as meeting rooms, restaurants, and gift shops.

~~**Housekeeping Unit:** One (1) or more individuals living, sleeping, and cooking in a single dwelling unit who share housekeeping tasks and responsibilities as an interdependent unit.~~

~~**Residential Facility for Elderly Persons:** A dwelling unit that is either owned by one of the residents or by an immediate family member of one of the residents, or is a facility for which the title has been placed in trust for a resident; and is occupied on a 24-hour per day by eight or fewer elderly persons in a family-type arrangement. A "residential facility for elderly persons" shall not include any facility:~~

~~A. which is operated as a business; provided, that such facility may not be considered to be operated as a business solely because a fee is charged for food or for actual and necessary costs of operation and maintenance of the facility;~~

~~B. where persons being treated for alcoholism or drug abuse are placed;~~

~~C. where placement is not on a strictly voluntary basis or where placement is part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional institution;~~
~~D. which is a health care facility as define by Section 26-21-2 of the Utah Code; or~~
~~E. which is a residential facility for persons with a disability.~~

Residential Facility for Elderly Persons: A facility that houses and provides at least some services that contribute towards the care of elderly residents.

13. Notices

15.1.04.040 Notices

Notices informing of public hearings shall provide a minimum of ten days' notice and shall be given as follows:

~~City-wide zoning~~ Zoning map changes, zoning text amendments, and comprehensive general plan amendments shall be published in a newspaper of general circulation within the City.
 Conditional use permits and specific property zone changes shall be posted on the subject property and mailed to all property owners located within 300 feet of the subject property.
 Land use ordinance amendments shall be mailed, sent by facsimile, or e-mailed to affected entities.
 In addition to the above notices, all notices shall be posted on the City's web page **and State notice website.**

14. Outdoor Storage

1. Outdoor Storage Areas. The following conditions must be met:

1. The storage area must be paved with asphalt or concrete or be covered with gravel. In situations where gravel is utilized, no less than four inches of: inch untreated base course shall be installed. Additional improvements may be required by the City Engineer in accordance with the findings of a site-specific geotechnical report. Where a paving material other than asphalt or concrete is utilized, a drive apron shall be installed at all points of vehicular access. The drive apron shall be twenty-six feet wide and no less than sixty (60) feet long.
2. The outdoor storage area must be screened from surrounding properties with a six-foot tall masonry wall, **except where the adjoining property is a railroad right-of-way or Interstate 15.** Where the outdoor storage area abuts a public street, a ten-foot wide landscaped planter shall be installed between the masonry wall and the sidewalk or right-of-way. Landscaping shall be installed and maintained in accordance to the requirements found in 15.4.16.130.
3. Lighting shall be provided in outdoor storage areas. A photometric lighting plan shall be submitted with the Site Plan application. The lighting plan shall demonstrate the capacity of the proposed lighting to uniformly illuminate the storage area without creating undue spillover onto surrounding properties.
4. Material kept in an outdoor storage area cannot be stacked or piled to a height that exceeds twelve feet.

15. Zoning Table

TABLE 1 - Residential Development Standards										
District	Base Density	Minimum Lot Area	Minimum Width	Minimum Depth	Minimum Setback				Max. Building Height ⁵	
					Front ⁶	Rear ⁷	Side	Corner	Principal Building	Accessory Building ¹
A-E	N/A	40 acres	400'	400'	50'	50'	50'	50'	35'	35'
R-R	N/A	5 acres	200'	200'	50'	50'	25'	50'	35'	35'
R-1-80	4 units per acre	80,000 sf	180'	200'	40'	80'	20'	30'	30'	20'

R-1-60	.54 units per acre	60,000 sf	160'	200'	40'	60'	20'	30'	30'	20'
R-1-40	.81 units per acre	40,000 sf	140'	200'	30'	40'	20'	30'	30'	20'
R-1-30	1.07 units per acre	30,000 sf	130'	150'	40'	40'	15'	25'	30'	20'
R-1-20	1.61 units per acre	20,000 sf	125'	150'	30'	30'	15'	25'	30'	15'
R-1-15	2.15 units per acre	15,000 sf	100'	125'	20-25 ²	25'	10'	15-25 ⁴	30'	15'
R-1-12	2.69 units per acre	12,000 sf	100'	100'	20-25 ²	25'	10'	15-25 ⁴	30'	15'
R-1-9	3.58 units per acre	9,000 sf	85'	90'	20-25 ²	25'	10'	15-25 ⁴	30'	15'
R-1-8	4.03 units per acre	8,000 sf	75'	90'	20-25 ²	25'	10'	15-25 ⁴	30'	15'
R-1-6	5.37 units per acre	6,000 sf	50'	90'	20-25 ²	25'	5-10 ³	15-25 ⁴	30'	15'
R-3	5.37 units per acre	6,000 sf	50'	90'	20-25 ²	25'	5-10 ³	15-25 ⁴	30'	15'
R-O	N/A	6,000 sf	50'	90'	20-25 ²	25'	5-10 ³	15-25 ⁴	30'	15'

- 1 - Refer to 15.3.24.090(A) for accessory buildings
2 - 20 feet to living areas, 25 feet to garages or carports, and 20 feet to the front of a side entry garage.
3 - 5 feet on one side, 10 feet on the other for single family dwellings; 10 feet for non-residential uses.
4 - 15 feet to living areas, 25 feet to garages or carports, and 20 feet to the front of the side entry garage.
5 - Flagpoles are limited to the height of principal buildings in residential zones
6 - Maximum setback is 250 feet, with an all-weather driveway, capable of supporting a fire truck, and with adequate turn around space for a fire truck at the end of the drive. Greater distances may be allowed if a fire hydrant is installed within 250 feet of the principal building.
7 - On corner lots, the setback is reduced by 5 feet.

16. Residential Districts

15.3.16.020 Residential Districts

~~R-1-80, R-1-60~~, R-1-40, R-1-30: These districts provide a rural residential environment within Spanish Fork that are characterized by large single family lots conducive to animal rights as defined in section 15.3.24.090(H).

17. Submittal Requirements

15.4.04.060 Filing of Preliminary Plats

A. Prior to preparing a preliminary plat, the developer should review conceptual plans with the ~~Community Development Department City Planner~~. To apply for a preliminary plat approval, applicants must follow instructions on the electronic form provided by the Community Development Department and submit all required materials. Plans submitted for preliminary plat approval shall be provided in this format: ~~complete a preliminary application form. Forms are available at the City office or City website. Submit the completed form to the Community Development Department with the following:~~

~~1. Seven 24x36 inch copies of the preliminary plat drawings folded to a 9x12 inch size so the name of the subdivision is visible.~~

~~2. Two clearly legible 11x17 inch copies of the preliminary plat drawings and~~

~~3. A pdf and computer aided design (CAD) file of the plat on a CD, or by an e-mail~~ in a dwg or dxf format.

The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane 4. All fees for the preliminary plat are due upon filing the application.

If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation that the e-mail was received.

15.4.04.100 Filing of Final Plats - When

Within one (1) year after approval of the preliminary plat or within the time for which an extension to make such filing has been granted, the original tracing shall be submitted to the Community Development Department, together with ~~the following:~~

~~1. Seven 24x36 inch copies of the final plat and construction drawings stapled and folded to a 9 x 12 inch size so the name of the subdivision and plat is visible, the final plat on top;~~

~~2. Two 11x17 inch copies of the Final Plat and construction drawings;~~

~~3. a Computer Aided Design (CAD) file in a dwg or dxf format and a Portable Document Format (PDF) file of the plat must be submitted on a CD or by e-mail in a dwg or dgn format.~~ The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

~~If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation that the e-mail was received.~~

The City will review the submission and notify the developer of any changes that must be made. The developer shall have a written response to all redlines corrected. Once these changes are made, a Portable Document Format (PDF) file of the plat must be submitted to the Community development department.

~~Once accepted by the DRC, four 24x36 inch copies, one clearly legible 11x17 inch copy, and a CAD file of the plat must be submitted to the engineering department. Two 24x36 inch copies will be retained by the City, the other two 24x36 inch copies will be signed and stamped by the City and returned to the Developer. The Developer must insure that a copy of the signed and approved construction plans is on-site at all times during construction.~~

Each final plat shall be accompanied by a filing fee established by the City Council in its annual budget, together with any impact, inspection, testing, connection, or other fees which are due before recording.

15.4.08.040 Approval or Disapproval - Procedure

Each Site Plan submitted to the City shall be referred to the DRC, for review to insure conformity to the present ordinances and standards and for adequacy and availability of public facilities. The DRC may table the matter to further study the issues presented. The DRC may approve, reject, or grant approval upon the conditions stated. If approved, the DRC shall express its approval with whatever conditions are attached. If any conditions are attached, the site plan shall be amended to reflect such changes and an accurate site plan shall be submitted to the City.

Receipt of this accurate copy shall be authorization for the developer to proceed with the preparation of plans and specifications for the minimum improvements hereinafter required by this title. Original site plans are subject to the standards, policies, and regulations that are in constraints for the proposed development.

2. Staff Review.

~~a. Application for Site Plan approval can be made by following instructions on the electronic form provided by the Community Development Department and by submitting a An application provided by the City shall be filled out in completeness and submitted to the Community Development Department together with a i. Seven 24x36 copies folded to a 9x12 size so that the name of the plan is visible.~~

~~ii. Two clearly legible 11x17 copies of the site plan.~~

~~iii. A computer aided design (CAD) file of the plans on a CD, or by an e-mail in a dwg or dxf format.~~ The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

~~iv. If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation the e-mail was received.~~

15.3.08.060 Conditional Use Permits

A. Purpose: Certain uses have characteristics that may have a greater impact on the adjoining properties, surrounding neighborhood, or community as a whole than do other permitted uses in the specific zoning district. These uses require a more comprehensive review to determine whether the proposed use at a

specific location is appropriate, or whether the use can be made compatible by placing certain conditions on its operation that mitigate or eliminate potential detrimental impacts. The Commission is the land use authority for conditional use permits and is empowered to grant, to grant with conditions, or to deny the conditional use permit application, subject to the findings and hearing requirements of this section.

B. Application: ~~Application is made by following the instructions on the electronic form provided by the Community Development Department and submitting all required materials. Applications shall be filed with the City Planner on a form provided by the City. The application form will require the applicant to provide certain documentation and information about the site, surrounding area, and proposed use that will help the DRC and Commission properly evaluate the request. The specific information to be included with the application is described on the application form.~~

18. Recordation and Construction.

15.4.04.130 Recordation - Copy to be Supplied to City Engineer

Following acceptance by the DRC, the final plat bearing all official approvals shall be deposited in the office of the county recorder for recording by the city. Only the City may record final plats. The final plat must be recorded with Utah County within ~~180 +20~~ days after approval by the DRC. Approval expires and the plat must be resubmitted if the final plat is not recorded within ~~180 +20~~ days.

All inspection, testing and/or connection fees required by ordinance shall be paid and permits required shall be obtained prior to the recording of the Final Plat.

15.4.04.140 Commencement/Completion Time Frame

A. Prior to the construction of any improvements required by this title, the subdivider shall furnish to the city engineer the following:

1. Approved sets of construction plans;
2. Full security deposit (bond) required by this title (15.4.16.110);
3. Inspection fee deposit;
4. Subdivision development agreement;
5. Hold a preconstruction meeting;
6. Meet all conditions for approval as established by the Council.

B. All improvements within subdivisions must be completed within one year of the date of ~~recordation the pre-construction meeting~~. If improvements are not completed within the time limitation imposed herein, the City may forfeit any bond or surety, which shall have been posted by the owner or subdivider.

19. Bonding Requirement

15.4.16.110 Security for Improvements Required

The owners and/or developers of property shall deposit security with the City to guarantee proper installation of all required improvements in accordance with the plans, specifications, time limitations, and conditions relating thereto as meets with the approval of the Council or such personnel as the Council shall designate. The amount of the security shall be ~~+20%~~ 110% of the City's estimated costs of the improvements. Security shall be in form of cash in the minimum amount of ten percent (10%) of the City's bond amount. The balance of the security shall be in the form of cash, an irrevocable letter of credit, or an escrow bond.

Irrevocable letters of credit or escrow bonds shall be executed by financial institutions acceptable to the City and authorized to conduct business in the State of Utah, and must be in the form approved by the City. The bond or letter of credit, as required by this section, must be posted prior to recording of the plat. Upon completion, inspection, approval, and acceptance of the improvements, the security, less ten percent (10%), shall be released to the developer. Ten percent (10%) of the security amount shall be held for a period of one year following final inspection and acceptance to warrant improvements for this time period.

The ten percent (10%) retained for the warranty period shall be in cash. The cash amount may be released one year after installation, final inspection, and acceptance by City, if no repairs or replacement are required to the infrastructure installed.

20. Carport Setbacks

15.3.24.090 Supplementary Regulations

A. Accessory Structures:

1. All accessory structures must meet the following requirements:
 - k. Where a property's side yard abuts another property's rear yard, no setback is required for structures that are open on at least two sides so long the structure is attached to the principle structure and is constructed of materials that are aesthetically consistent with the principle structure.
 - l. The structure must be constructed so all water runoff from the accessory structure does not flow onto adjoining properties.
2. Structures that are 200 square feet and less in area and are less than five (5) feet from the property line must meet the following additional requirements:
 - a. Structures with a wall height of eight (8) feet or less and a maximum peak height of twelve (12) feet may be constructed with no side or rear setback from property lines ~~as long as the structure is constructed so all water runoff from the accessory structure does not flow onto adjoining properties~~. In no case may any portion of a structure extend beyond the property line.

21. Downtown Commercial Parking

15.4.16.120 Off-Street Parking

- A. Purpose: To provide adequate, but not excessive, parking to meet the needs of residents, employees, and business patrons, in a manner this is functional, safe, and aesthetically pleasing.
- B. General Requirements:
 1. Off-street parking is not required for permitted uses in the Downtown Commercial (C-D) district ~~except for residential uses which must meet the requirements that are otherwise prescribed in this Title.~~

22. Billboard Permits

15.3.24.020 Billboards

- A. Billboards are permitted in the following locations and subject to the following restrictions:
 1. Billboards are permitted:
 - a. Along I-15 from 3100 North to 1600 North and mile post number 259 to mile post number 258 (heading south) these billboards must be at least 500 feet from any other billboard on the same side of the interstate highway and located in an industrial zone.
 - b. Along Highway 6 from the junction with Highway 89 southeasterly for 0.84 miles. These billboards must be at least 750 feet from any other billboard on the same side of the highway and must be located in an industrial zone.
 2. Must be within 100 feet of I-15 or US Highway 6.
 3. Must be at least 400 feet from any R-1, and R-3 residential districts.
 4. Cannot exceed a height of fifty (50) feet, or twenty-five (25) feet above roadway grade level, whichever is less.
 5. May be double-faced or back-to-back if the separation of panels does not exceed five (5) feet.
 6. Each side may have a sign area not to exceed 675 square feet.
 7. Footing and structure details must be furnished to the City Building Official prior to issuance of a building permit.
 8. Must be monopole.

9. ~~Utah Department of Transportation must approve the billboard location prior to City approval.~~ Utah Department of Transportation must issue a permit for the proposed location prior to commencing construction, or prior to City conducting any inspections pursuant to its permit.

ORDINANCE No. 04-14

ROLL CALL

VOTING	YES	NO
STEVE LEIFSON <i>Mayor (votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
BRANDON B. GORDON <i>Council member</i>		
MIKE MENDENHALL <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE No. 04-14

AN ORDINANCE MAKING VARIOUS AMENDMENTS TO THE LAND USE ORDINANCE OF SPANISH FORK CITY

WHEREAS, Spanish Fork City has enacted a land use ordinance to regulate the development of land within the City, establish zoning to protect property values, and establish administrative rules concerning land use; and

WHEREAS, amendments to the land use ordinance need to be made from time to time in order to remain compliant with state and federal law, become more efficient, and to keep standards in line with best construction and safety practices; and

WHEREAS, the commerce and economic development department has made various recommendations to the development portion of the land use ordinance, which have been reviewed by engineers, developers, planners, and the DRC; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on Wednesday, the 5th day of March, 2014, whereat public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday, the 18th day of March, 2014, whereat additional public comment was received;

NOW THEREFORE, be it enacted and ordained by the Spanish Fork City Council as follows:

I.

Spanish Fork Municipal Code §15.1.04.020, Definitions, is hereby amended by repealing the definitions of "Boarding House," "Foster Home," and "Housekeeping Unit" and amending other definitions as follows:

15.1.04.020 Definitions

Assisted Living Facility: A residential facility, licensed by the State of Utah, with a home-like setting that provides an array of coordinated supportive personal and health care services, available 24-hours per day, to residents who have been assessed under Utah Department of Health or the Utah Department of Human Services rules to need any of these services. Each resident shall have a service plan based on the assessment, which may include: (1) specified services of intermittent nursing care; (2) administration of medication; and (3) support services promoting the resident's independence and self-sufficiency. Such facility does not include adult day care provided in conjunction with a residential facility for persons with a disability.

Building Height: The vertical distance from the average finished grade surface of the building to the peak of the roof.

Completion Date: The date the entire subdivision, development, or construction is completed and an approved final inspection statement is given.

Comprehensive General Plan or General Plan: The Land Use Element of the Comprehensive General Plan document as approved by the city council.

Duplex: A building designed for two (2) family units living independently of each other.

Dwelling, Single Residence: A detached building designed for one family unit and having one main kitchen.

Final Plat: An original map or plat drawn on Mylar in a form as approved by the city, showing all lots, streets, utility easements, etc.

Hotel/Motel: A building which provides guest rooms for the overnight lodging of travelers. It may include customarily incidental uses such as meeting rooms, restaurants, and gift shops.

Residential Facility for Elderly Persons: A facility that houses and provides at least some services that contribute towards the care of elderly residents.

II.

Spanish Fork Municipal Code §15.1.04.040, Notices, is hereby amended as follows:

15.1.04.040 Notices

Notices informing of public hearings shall provide a minimum of ten days' notice and shall be given as follows:

Zoning map changes, zoning text amendments, and comprehensive general plan amendments shall be published in a newspaper of general circulation within the City.

Conditional use permits and specific property zone changes shall be posted on the subject property and mailed to all property owners located within 300 feet of the subject property.

Land use ordinance amendments shall be mailed, sent by facsimile, or e-mailed to affected entities.

In addition to the above notices, all notices shall be posted on the City's web page and the State Notice Website.

III.

Spanish Fork Municipal Code §15.3.08.060, Conditional Use Permits, is hereby amended as follows:

15.3.08.060 Conditional Use Permits

- A. Purpose: Certain uses have characteristics that may have a greater impact on the adjoining properties, surrounding neighborhood, or community as a whole than do other permitted uses in the specific zoning district. These uses require a more comprehensive review to determine whether the proposed use at a specific location is appropriate, or whether the use can be made compatible by placing certain conditions on its operation that mitigate or eliminate potential detrimental impacts. The Commission is the land use authority for conditional use permits and is empowered to grant, to grant with conditions, or to deny the conditional use permit application, subject to the findings and hearing requirements of this section.
- B. Application: Application is made by following the instructions on the electronic form provided by the Community Development Department and submitting all required materials.

IV.

Spanish Fork Municipal Code §15.3.16.010, R-R Rural Residential, is hereby amended by deleting seasonal fruit, vegetable, and hay sales from Permitted Uses and moving those uses to Uses Subject to Conditions as follows:

15.3.16.010 Agricultural and Rural Residential Districts

R-R. Rural Residential. This district is similar in character with the A-E District, but parcel sizes are generally somewhat smaller and the soil types may be lower quality. Many of these areas within the Growth Management boundary will likely be rezoned and developed with higher density uses as utilities are extended and adequate streets are developed and/or widened. Other lands outside the Growth Management boundary may eventually be converted to urban uses when a need is shown to expand that boundary.

A. Uses Subject to Conditions

1. Home Occupations (as described in §5.40.010 et seq.)
2. Manufactured Homes (as described in §15.3.24.040 et seq.)
3. Residential facilities for persons with a disability (as described in §15.3.24.010(A) et seq.)
4. Residential facilities for elderly persons (as described in §15.3.24.010(B) et seq.)
5. Seasonal fruit, vegetable, and hay retail sales in structures of less than 500 square feet when at least some of the products being sold are raised on the premises. Subject to having access, parking, and any utility needs approved by the DRC.

V.

Spanish Fork Municipal Code §15.3.16.020 is hereby amended by deleting any reference to R-1-60 and R-1-80 zones, as follows:

15.3.16.020 Residential Districts

R-1-40, R-1-30: These districts provide a rural residential environment within Spanish Fork that are characterized by large single family lots conducive to animal rights as defined §15.3.24.090(H).

VI.

Spanish Fork Municipal Code §15.3.24.020(A)(9) is hereby amended as follows:

15.3.24.020 Billboards

A. Billboards are permitted in the following locations and subject to the following restrictions:

9. The Utah Department of Transportation must issue a permit for the proposed location prior to commencing construction, or prior to City conducting any inspections pursuant to its permit.

VII.

Spanish Fork Municipal Code §15.3.24.030, Master Plan Developments is hereby amended as follows:

15.3.24.030 Master Planned Developments

1. Purpose: The purpose of the Master Planned Development concept is to:
 - a. Allow for designs that provide for more efficient utilization of public infrastructure than what is achieved in a standard subdivision.
 - b. Allow for deviations from typical zoning standards in order to permit uniquely configured or situated properties to be developed in a functional manner that enhances the City.
 - c. Allow developments to include a total number of units that matches the base density that found in the underlying zone as identified in Table 1 – Residential Development Standards of Title 15.
 - d. Establish residential neighborhoods with a distinct character and convey a sense of unity.
2. Permitted Uses:
 - a. All uses listed in R-1 and R-3 Districts, subject to the same restrictions or limitations of the use.
 - b. Multi-family dwellings with more than four (4) attached units.

A. Subdivision Design

1. For purposes of calculating base density, sensitive lands shall be excluded from the calculation.
2. The minimum size of a Master Planned Development is five (5) contiguous acres, except in R-1-6 and R-3 zones, where one (1) contiguous acre is required. School and church sites are to be excluded from the acreage calculation.
3. Density Calculations - Church sites, school sites, and sites for other non-residential uses may not be counted in the density calculations.
4. Street Design - Local streets shall not exceed 600 feet in length without an intersecting street.

B. Architecture

1. Minimum House Sizes - finished area (square feet). For the purposes of calculating required finished area, square footage in basements shall not qualify. For split level homes, finished area on floors that are at least 50% below the finished grade of the lot shall not count towards the required finished area.

Minimum House Sizes - Finished Floor Area

Minimum House Sizes - finished area		
Minimum Lot Size and Multi-family	One Story	Multi-Level
80, 000 square feet	1,600 square feet	2,400 square feet

60,000 square feet	1,600 square feet	2,400 square feet
40,000 square feet	1,600 square feet	2,400 square feet
30,000 square feet	1,500 square feet	2,200 square feet
20,000 square feet	1,500 square feet	2,200 square feet
15,000 square feet	1,500 square feet	2,200 square feet
12,000 square feet	1,400 square feet	2,000 square feet
9,000 square feet	1,300 square feet	1,600 square feet
8,000 square feet	1,200 square feet	1,500 square feet
6,000 square feet	1,100 square feet	1,400 square feet
Multi-family	1,000 square feet (one level)	1,200 square feet (multi-level)

2. Distinct Designs – Master Planned Developments shall provide a variety of home styles to ensure a diverse and interesting streetscape. Neighborhoods that have repetitive homes constructed along the same street are not allowed. In order to ensure that the neighborhood is non-repetitive, the same street facing elevation shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another. Different elevations shall be characterized by elements such as, but not limited to, distinct footprints, rooflines, cladding materials or architectural features which contribute to home designs that are easily distinguishable from other home designs along the same street. The City Council may waive this requirement for developments which include multi-family housing that present specific architectural designs for the multi-family portion of the development at the time of project approval.
3. Parking - Master Planned Developments shall provide at least a two car garage for each single family residence. Townhomes and multi-family units must have one attached or detached garage (minimum 12 feet x 20 feet) per unit. Developments shall include no less than 0.5 guest parking spaces per dwelling unit. Developments that include, with each dwelling unit, a two car garage and driveway space for two vehicles shall not be required to provide additional guest parking. When required, at least one space for guest parking shall be located within 200 feet of each dwelling unit.
4. Roofing - Homes in the development shall have at least a 6/12 pitched roof on the main portion of the roof unless it is determined by the Community Development Department that a lesser pitch roof is essential to maintain the integrity of a particular architectural style and that the style is a substantial improvement to what would be built in a standard subdivision.
5. Exterior Materials - Homes in Master Planned Developments shall be clad in masonry, or masonry based materials or a chemically-treated, wood-based, nail-on, lap siding that has at least a 50-year warranty. The City Council may grant a

waiver of this requirement based upon superior architectural design plans which involve other materials.

C. Landscaping

1. Front and side yard landscaping shall be installed in Master Planned Developments prior to receiving a Certificate of Occupancy. Exceptions to this rule include the installation of yards between October 15 and April 15. Provisions shall be made to allow bonds to be posted for required landscaping between October 15 and April 15 when homes are otherwise ready for occupancy. For phased multi-family Master Planned Developments, landscaping shall be installed according to the approved phasing plan. Minimum landscaping shall include sod or hydroseed, one, two-inch caliper tree, measured two feet from the ground, and automated sprinkler system. The City Council has the discretion to modify the minimum landscaping requirements if a conservation (xeriscaping) landscape plan is proposed.
2. Application. Applications to establish a Master Planned Development shall be processed as a subdivision if any new lots are to be created. If no new lots are proposed, such as for an apartment project, an application will be processed according to the Site Plan procedures. All applications must include the following information in addition to normal filing requirements for a subdivision or Site Plan project:
 - a. Complete description of the intended nature and character of the development.
 - b. Description of all proposed private or public open space areas, including improvements, ownership, and maintenance provisions.
 - c. Proposed project phasing.
 - d. Plans representing proposed landscaping, fences, walls, entry treatments, signage and lighting.
 - e. Preliminary conditions, covenants, and restrictions (CC&R's).
 - f. Any variations from the non-Master Planned Development standards.
 - g. Any proposed amended development standards, including such things as variations in setbacks, heights, and lot sizes.
 - h. Proposed street cross sections, and proposed ownership and maintenance provisions, if the streets are proposed to be private.
 - i. A data table which includes total acreage, acreage of sensitive lands, total number of dwelling units, and units by type, dwelling units per acre, acreage of open space, percent of acreage in open space.
3. Phases. All residential subdivisions shall include a phasing plan that specifies the timing of public improvements and residential construction. This plan must be submitted at the submission of the Preliminary Plat. If the sequence of construction of various portions of the development is to occur in stages then the bonus density amenities shall be developed, or committed thereto, in proportion to the number of dwelling units intended to be developed during any given stage of construction.
4. Findings. Prior to granting approval of a Master Planned Development, the applicable reviewing body shall make findings identifying why the applicant's proposal justifies a bonus density. Those findings should include the following:

- a. The proposed development will provide a more pleasant and attractive living environment than a conventional residential development established under the strict application of the provisions of the underlying zone.
- b. The proposed development will not be materially detrimental to the health, safety, or general welfare of persons residing or working within the neighborhood of the development;
- c. Any variation allowed from the development standards of the underlying district will not create increased hazards to the health, safety, or general welfare of the residents of the development of adjacent areas.

VIII.

Spanish Fork Municipal Code §15.3.24.090(A)(1)(k) and (l) are hereby created and §15.3.24.090(A)(2)(a) is amended, as follows:

15.3.24.090 Supplementary Regulations

A. Accessory Structures:

- 1. All accessory structures must meet the following requirements:
 - k. Where a property's side yard abuts another property's rear yard, no setback is required for structures that are open on at least two sides so long as though the structure is attached to the principle structure and is constructed of materials that are aesthetically consistent with the principle structure.
 - l. The structure must be constructed so all water runoff from the accessory structure does not flow onto adjoining properties.
- 2. Structures that are 200 square feet and less in area and are less than five feet from the property line must meet the following additional requirements:
 - a. Structures with a wall height of eight (8) feet or less and a maximum peak height of twelve (12) feet may be constructed with no side or rear setback from property lines. In no case may any portion of a structure extend beyond the property line.

IX.

Spanish Fork Municipal Code §15.4.04.040, Amended Plats, is hereby amended as follows:

15.4.04.040 Amended Plats

In all subdivisions which have been recorded and in which changes have been made which changed the subdivision materially, an amended plat must be filed and recorded in accordance with the provisions of this title. In situations where modifications are limited to the adjustment of lot lines and all affected property owners consent to the modifications, an

applicant shall apply to have a Minor Plat Amendment approved. The information required with an application for Minor Plat Amendment approval shall match those found with Final Plat applications. The fee for Minor Plat Amendment approval shall be set forth by the City Council in the City's budget. The DRC may waive individual submittal requirements as the DRC finds appropriate. Upon finding that all applicable standards have been met, the DRC shall approve the Minor Plat Amendment. Once all requirements have been met and any required bonds have been posted, the Plat will be submitted to the Utah County Recorder's Office for recordation.

X.

Spanish Fork Municipal Code §15.4.04.060(A), Filing of Preliminary Plats, is amended to provide for electronic filing of plats as follows:

15.4.04.060 Filing of Preliminary Plats

- A. Prior to preparing a preliminary plat, the developer should review conceptual plans with the Community Development Department. To apply for a preliminary plat approval, applicants must follow instructions on the electronic form provided by the Community Development Department and submit all required materials. Plans submitted for preliminary plat approval shall be provided in this format:
1. A pdf and computer aided design (CAD) file of the plat in a dwg or dxf format. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane.
 2. All fees for the preliminary plat are due upon filing the application.

If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation that the e-mail was received.

XI.

Spanish Fork Municipal Code §14.4.04.070(A), Form and Content of Preliminary Plats, is hereby amended as follows:

15.4.04.070 Form and Content of Preliminary Plats

- A. Each preliminary plat shall be accompanied by a filing fee in the amount established by the City Council in the annual budget. Each preliminary plat of a subdivision shall contain the following information:
1. The proposed name of the subdivision;
 2. The names and addresses of the Developer and the Civil Engineer of the subdivision;
 3. The names of all adjacent subdivisions and property owners;
 4. The location of the subdivision as a part of some larger subdivision or tract of land referred to in the records of the county recorder. In such case, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall

- be submitted and the street system of the part submitted shall be considered in light of existing master street plans or other Commission street studies;
5. A tie to a section corner. All horizontal data shall be based on the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot. Horizontal datum shall be clearly written on all plat drawings;
 6. A contour map with vertical intervals not to exceed two feet. Contours shall be clearly labeled. All vertical data shall be based on the 1929 North American Vertical Datum (NAVD29) or 1988 North American Vertical Datum (NAVD88). Vertical datum shall be written on plat; and
 7. Show all existing and proposed streets, alleys, easements, watercourses including flood zone areas, irrigation ditches, fence lines, utilities, buildings, public areas and any other important features within 200 feet of the tract to be subdivided;
 8. Phasing plan showing how proposed development will function until the subdivision is completed;
 9. A table including: total acreage of area proposed for development, acreage of individual phases, total acreage in lots, total acreage in open space, percent of open space, total number of lots, and density in lots per acre, and total acreage in flood zone;
 10. The date of preparation, a standard engineering scale of not more than 100 feet to the inch, a north arrow, and a vicinity map;
 11. A stamp and signature of a Civil Engineer licensed in the state of Utah.

XII.

Spanish Fork Municipal Code §15.4.04.100, Filing of Final Plats – When, is hereby amended as follows:

15.4.04.100 Filing of Final Plats - When

Within one (1) year after approval of the preliminary plat or within the time for which an extension to make such filing has been granted, the original tracing shall be submitted to the Community Development Department, together with the following:

1. A Computer Aided Design (CAD) file in a dwg or dxf format and a Portable Document Format (PDF) file of the plat.
2. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

The City will review the submission and notify the developer of any changes that must be made. The developer shall have a written response to all redlines corrected. Once these changes are made, a Portable Document Format (PDF) file of the plat must be submitted to the Community development department.

Each final plat shall be accompanied by a filing fee established by the City Council in its annual budget, together with any impact, inspection, testing, connection, or other fees which are due before recording.

XIII.

Spanish Fork Municipal Code is hereby amended by creating sections 15.4.04.180, Minor Subdivision Plats; 15.4.04.190, Form and Contents of Minor Final Plats; 15.4.04.200, Review and Approval Procedure for Minor Final Plats; 15.4.04.210, Recordation of Minor Final Plats; 15.4.04.220, Commencement/Completion Time Frame for Minor Final Plats; 15.4.04.230, Amendments to Minor Final Plats; and 15.4.04.240, Building Permits for Minor Final Plats, as follows:

15.4.04.180 Filing of Minor Subdivision Plat

Minor Subdivision Plats may be approved for subdivisions of five (5) or fewer lots where those lots conform to applicable zoning standards and where all required infrastructure is adjacent to the subject property. Application for Minor Subdivision Plat approval can be made by completing an application form and submitting the following materials to the Community Development Department:

1. Seven 24x36 inch copies of the Minor Subdivision Plat and construction drawings;
2. Two 11x17 inch copies of the Final Plat and construction drawings;
3. A Computer Aided Design (CAD) file and a Portable Document Format (PDF) file of the plat must be submitted on a CD or by e-mail in a dwg or dgn format. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

The City will review the submission and notify the applicant of any changes that must be made. Once these changes are made, a Portable Document Format (PDF) file of the plat must be submitted to the Community Development Department. Once approved by the DRC, four 24x36 inch copies, one clearly legible 11x17 inch copy, and a CAD file of the plat must be submitted to the Community Development Department. Two 24x36 inch copies will be retained by the City, the other two 24x36 inch copies will be signed and stamped by the City and returned to the Developer. The applicant must insure that a copy of the signed and approved construction plans is on site at all times during construction. Each Minor Subdivision Plat shall be accompanied by a filing fee established by the City Council in its annual budget, together with any impact, inspection, testing, connection or other fees which are due before recording.

15.4.04.190 Form and Contents of Minor Final Plats

- A. The developer must submit a Mylar of the Minor Subdivision Plat to the City in a format approved by the City and County. The Minor Subdivision Plat shall contain the following:
 1. A tie to a section corner and the state plane coordinates of each point. All horizontal data shall be based on the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot. Horizontal datum shall be clearly written on the plat;

2. Accurate dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use, and other important features; the lines, angles, dimensions, state plane coordinates, bearings, areas and numbers of all lots, blocks and parts reserved for any reason within the subdivision. All dimensions shall be determined by an accurate field survey which shall balance and close as required by Utah County;
3. All lots and blocks are to be numbered, addressed and named in accordance with the street numbering and naming system assigned by the City Engineer;
4. A statement that "All drinking water and pressurized irrigation lines up to and including the meter, all sanitary sewer mains, all electric meters, and all electric and SFCN communication service lines up to the mast on overhead installations and to the top of the meter base for underground installations are dedicated to Spanish Fork City.";
5. Plats and signatures shall be in waterproof ink on a 24x36 inch Mylar sheet. There shall be an unencumbered margin of one and one-half inches on the left-hand side of the sheet and not less than a half inch margin around the outer three sides of the sheets. The scale shall be a standard engineering scale of no more than 100 feet to the inch;
6. A stamp and signature of a surveyor licensed in the state of Utah;
7. A statement that "All public utility easements platted hereon are in perpetuity for installation, maintenance, repair, and replacement of public utilities sidewalks and appurtenant parts thereof and the right to reasonable access to grantor's easement shall run with the real property and shall be binding upon the grantor and the grantor's successors, heirs and assigns";
8. All Building Permits for the subdivision shall comply with the Development Soils Report and Mass Grading Plan. Elevation certificates shall be reviewed and approved by the City Engineer or his/her designee as required;
9. The date of preparation, a standard engineering scale of not more than 100 feet to the inch, a north arrow, and a vicinity map;
10. All offsite easements required to provide services or utilities to the project shall be recorded with the Utah County Recorder's office prior to or in conjunction with the Minor Subdivision Plat recordation;

B. The following documents must accompany the Minor Subdivision Plat:

1. Construction Plans. A complete set of construction plans must accompany the Minor Subdivision Plat. Construction plans must meet the requirements of this Title as well as the standards found in Chapter 39.20 Improvement and Design Requirements of the Construction Standards;
2. Soils Reports. A soils report shall provide a detail of lot by lot summary addressing finished floor elevation including basements. The report shall include a minimum height factor for peak month in a wet year, and also address all Hillside Development Standards;
3. Storm Water Plan. The developer shall provide a final drainage plan and report according to the Storm Water Drainage Design Manual;

4. Mass Grading Plan. The developer shall provide a final subdivision grading plan showing each individual property. The site shall be designed to eliminate flooding or standing water on any private property.

15.4.04.200 Review and Approval Procedure of Minor Final Plats

Minor Subdivision Plat and construction drawings shall be submitted to the City for review to insure conformity to the present ordinances and standards and for the adequacy and availability of public facilities. If the Minor Subdivision Plat or construction drawings are not in conformity, the City shall refer it back to the subdivider or developer with a list of items necessary to bring the Minor Subdivision Plat or construction drawings into compliance. If the Minor Subdivision Plat and construction drawings are in conformity, the plat or complete drawings will be submitted to the Development Review Committee with suggestions and comments noted thereon. The DRC shall act as the Land Use Authority for Minor Subdivision Plat approval. If approved, the City Manager, Community Development Director and City Engineer shall sign the Minor Subdivision Plat. If any conditions are attached, the Minor Subdivision Plat or construction drawings shall be amended to reflect such changes and an accurate Minor Subdivision Plat shall be submitted to the City, prior to signing.

15.4.04.210 Recordation of Minor Final Plats

Following acceptance by the DRC, the Minor Subdivision Plat bearing all official approvals shall be deposited in the office of the County Recorder for recording by the City. Only the City may record Minor Subdivision Plats. The Minor Subdivision Plat must be recorded with Utah County within 120 days after approval by the DRC. Approval expires and the plat must be resubmitted if the Minor Subdivision Plat is not recorded within 120 days. All inspection, testing and/or connection fees required by ordinance shall be paid and permits required shall be obtained prior to the recordation of the Minor Subdivision Plat.

15.4.04.220 Commencement/Completion Time Frame for Minor Final Plats

- A. Prior to the construction of any improvements required by this Title, the subdivider shall furnish to the City Engineer the following:
 1. Approved sets of construction plans;
 2. Full security deposit (bond) required by this title (15.4.16.110);
 3. Inspection fee deposit;
 4. Subdivision development agreement;
 5. Hold a preconstruction meeting;
 6. Meet all conditions for approval as established by the Council.
- B. All improvements within subdivisions must be completed within one year of the date of recordation. If improvements are not completed within the time limitation imposed herein, the City may forfeit any bond or surety, which shall have been posted by the owner or subdivider.

15.4.04.230 Amendments to Minor Final Plats

The City Engineer may approve minor amendments to approved Minor Subdivision Plat before the Minor Subdivision Plat is recorded, if he/she finds that the proposed amendments do not jeopardize the interest of the City or adjoining property owners. The types of minor

amendments contemplated by this section may include, but not be limited to, legal description mistakes, minor boundary changes and items that should have been included on the original Minor Subdivision Plat. Major amendments to unrecorded approved Minor Subdivision Plat shall go back through the approval process.

15.4.04.240 Building Permits for Minor Final Plats

The City may issue a Building Permit upon application and compliance with the requirements of law and once all improvements are installed, accepted by the City Engineer, and in service for the entire plat. In the event asphalt pavement plants are closed for the winter, Building Permits may be issued before paving if there is six inches of compacted road base in all areas to be paved.

XIV.

Spanish Fork Municipal Code §15.4.08.040, Approval or Disapproval – Procedure, is hereby amended as follows:

15.4.08.040 Approval or Disapproval - Procedure

Each Site Plan submitted to the City shall be referred to the DRC, for review to insure conformity to the present ordinances and standards and for adequacy and availability of public facilities. The DRC may table the matter to further study the issues presented. The DRC may approve, reject, or grant approval upon the conditions stated. If approved, the DRC shall express its approval with whatever conditions are attached. If any conditions are attached, the site plan shall be amended to reflect such changes and an accurate site plan shall be submitted to the City.

Receipt of this accurate copy shall be authorization for the developer to proceed with the preparation of plans and specifications for the minimum improvements hereinafter required by this title. Original site plans are subject to the standards, policies, and regulations that are in constraints for the proposed development.

1. Staff Review.

- a. Application for Site Plan approval can be made by following instructions on the electronic form provided by the Community Development Department and by submitting a in a computer aided design (CAD) file of the plans on a CD, or by an e-mail in a dwg or dxf format. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation the e-mail was received.

XV.

Spanish Fork Municipal Code §15.4.12.060, Existing Structures, is hereby created as follows:

15.4.12.060 Existing Structures

Where the following conditions are met, credit will be given towards the impact fees for replacement structures:

1. The subject property was located within Spanish Fork City limits on July 1, 1995.
2. A dwelling or business was located on the subject property on July 1, 1995.
3. Municipal services such as water, sewer, or power were being provided to the subject property on July 1, 1995.

Credit towards impact fees will be limited to the services provided to the property for the existing service size.

XVI.

Spanish Fork Municipal Code §15.4.16.085(F) is hereby amended and (G), (H) and (I) are created as follows:

15.4.16.85 Street Improvements

- F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than fourteen percent (14.0%) be allowed. The minimum grade allowed for any City street is 0.45%. The maximum grade allowed for any private driveway is twelve percent (12.0%).
- G. Pedestrian Connections. Pedestrian connections may be required in situations where the Development Review Committee finds that the design creates an impediment for pedestrian travel within a development or neighborhood. Particular attention will be paid to providing pedestrian access to public spaces such as schools and parks. Pedestrian access corridors will be twelve feet in width or wider.
Sidewalks may be required on non-residential sites to connect buildings with sidewalks in public streets, to connect one site with adjacent sites or to provide a connection between two public streets.
- H. Two Points of Access. Two points of vehicular access may be required for developments if the DRC finds they are necessary to create a functional street network or to help ensure access for public safety personnel and equipment.
- I. Local Street Connections. Where parallel or nearly parallel streets are 600 feet or longer, a local street connection between those two streets shall be required, unless this requirement is expressly waived by the DRC.

XVII.

Spanish Fork Municipal Code §15.4.16.110 is hereby amended as follows:

15.4.16.110 Security for Improvements Required

The owners and/or developers of property shall deposit security with the City to guarantee proper installation of all required improvements in accordance with the plans, specifications, time limitations, and conditions relating thereto as meets with the approval of the Council or such personnel as the Council shall designate. The amount of the security shall be 110% of the City's estimated costs of the improvements. Security shall be in form of cash in the minimum amount of ten percent (10%) of the City's bond amount. The balance of the security shall be in the form of cash, an irrevocable letter of credit, or an escrow bond.

Irrevocable letters of credit or escrow bonds shall be executed by financial institutions acceptable to the City and authorized to conduct business in the State of Utah, and must be in the form approved by the City. The bond or letter of credit, as required by this section, must be posted prior to recording of the plat. Upon completion, inspection, approval, and acceptance of the improvements, the security, less ten percent (10%), shall be released to the developer. Ten percent (10%) of the security amount shall be held for a period of one year following final inspection and acceptance to warrant improvements for this time period.

The ten percent (10%) retained for the warranty period shall be in cash. The cash amount may be released one year after installation, final inspection, and acceptance by City, if no repairs or replacement are required to the infrastructure installed.

XVIII.

Spanish Fork Municipal Code §15.4.16.120 is hereby amended as follows:

15.4.16.120 Off-Street Parking

B. General Requirements:

1. Off-street parking is not required for permitted uses in the Downtown Commercial (C-D) district, except for residential uses, which must meet the requirements that are otherwise prescribed in subparagraph C.

XIX.

Spanish Fork Municipal Code §15.4.20.020(G) is hereby amended as follows:

15.4.20.020 General Provisions

- G. All properties adjacent to the Spanish Fork River shall dedicate forty (40) feet of land adjacent to the River for access and the installation, maintenance, repair, and replacement of roadway access for the following public purposes:
 1. Access to the Spanish Fork River;
 2. The right to do necessary work in and adjacent to the Spanish Fork River to preserve the river corridor buffer in an effort to reduce erosion and potential future flooding;
 3. The right to install and maintain armor along the Spanish Fork River bank;

4. The right to maintain and repair the river bank and bed, and monitor river flow capacities;
5. The right to survey the area as needed for installation of armor and for periodic monitoring of the River.
6. The right to construct a trail for public access and use.

The City may require additional land be dedicated to provide an access corridor from developed areas to the River.

XX.

This ordinance shall be effective twenty days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 18th day of March, 2014.

STEVE LEIFSON, Mayor

Attest:

Kent R. Clark, City Recorder



TO: Spanish Fork City Council
FROM: Dave Anderson, Community and Economic Development Director
DATE: March 18, 2014
RE: Muhlestein Meadows Amended Preliminary Plat

Muhlestein Meadows

Attached to the memorandum is a proposed Amended Preliminary Plat for the Muhlestein Meadows subdivision. The proposed Amendment was initiated at the City's request and the City is grateful for the developer's cooperation in making changes to the Plat. The proposed amendment would have Muhlestein Meadows approved as a Master Planned Development.

There are two components to the change. The first has to do with modifying the Plat to incorporate a new system for managing storm water. The City's Public Works Department feels as though this is a very worthwhile modification to make and the developer has agreed to utilize this new system. Relative to the Plat and the storm drain system, the only change that you'll see is a reduction in the size of lot 11 from 15, 001 to 14,971 square feet.

The second change has to do with the inclusion of a pedestrian connection between lots 6 and 7. This is something staff should have requested the applicant do with the initial Preliminary Plat submittal. Nonetheless, we are pleased that the applicant is willing to work with the City to include the connection now. Once constructed, this walkway will provide a connection through the neighborhood to the schools to the north so that students do not need to use Mill Road. Staff still needs to address this issue with the developer of the adjoining project, Old Mill Estates.

The Development Review Committee reviewed this proposed Amendment on February 26th and recommended that it be approved. A neighborhood meeting was held to discuss the proposed Amendment on February 27th. The Planning Commission recommended that this Amended Preliminary Plat be approved in their March 5 meeting. Staff recommends that the proposed Amendment be approved.

attachments: proposed Amended Preliminary Plat for the Muhlestein Meadows subdivision





Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: March 28, 2014
Re: Residential Solid Waste and Opt-out Recycling Collection and Disposal Agreement with Republic Services of Utah

Staff Report

RECOMMENDED ACTION

Approval of the Residential Solid Waste and Opt-out Recycling Collection and Disposal Agreement with Republic Services of Utah.

BACKGROUND

Spanish Fork City is one of the few cities left with an Opt-in program for recycling. Most cities in Utah similar in size to Spanish Fork have mandatory recycling programs with a few that are Opt-out. Spanish Fork is a member of the South Utah Valley Solid Waste District (SUVSWD). The other major cities in this district, Provo and Springville, have migrated to an Opt-out program or are in the process of migrating to this system. It is our concern that this unfairly weights the garbage disposal fees towards Spanish Fork.

We, therefore, proposed to the City Council in January that an ad hoc citizens committee be appointed to review recycling and garbage collection issues and make appropriate recommendations to the council. These recommendations were presented by Chad Argyle in the March 4, 2014 meeting and are as follows:

1. Renew and consolidate our garbage and recycling contracts with Republic Services;
2. Begin an Opt-out recycling program; and
3. Have the recycle cans be owned by the city as well.



DISCUSSION

This agreement with Republic accommodates the recommendations made by the citizen ad hoc committee. It was the committee's opinion that renewing and consolidating our garbage and recycling contracts would be the most cost effective way to handle our future collection work. They also felt it would be appropriate to move to an Opt-out recycling program to save money and bear less of the burden of garbage disposal at SUVSWD. The final recommendation to own the recycle cans was based on a cost analysis which showed that since we already owned the black cans and delivered them to the residents we could more efficiently deliver the blue cans as well.

ALTERNATIVES

The city council could propose to keep the recycling program opt-in and direct staff to modify the agreement with Republic accordingly. The council could also direct staff to rebid the collection agreement. Finally, the council could direct staff to modify the contract so that the city would not provide the blue cans. This would add \$0.80 per month per can.

Attached: agreement

RESIDENTIAL SOLID WASTE & OPT-OUT RECYCLING COLLECTION & DISPOSAL AGREEMENT

The Contractual Agreement is executed this ____ day of _____, 2014 by and between Spanish Fork City, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 40 South Main, Spanish Fork, Utah, 84660, hereinafter referred to as the "CITY" and Allied Waste Services of North America, LLC a Delaware limited liability company d/b/a Allied Waste Services of Utah County and Republic Services of Utah authorized to do business in the State of Utah, with its principal offices located in Phoenix, Arizona and its local office located at 643 W. 700 S., Pleasant Grove, Utah, 84062, hereinafter referred to as the "CONTRACTOR".

Recitals

WHEREAS, the CITY has considered contract extension options with the CONTRACTOR; and

WHEREAS, the CITY has elected to enter into a 4-year extension on the trash collection services and a 5-year extension on the recycling collection services; and

WHEREAS, the CITY has elected to change its recycling services program from an opt-in program to an opt-out program

Covenants

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY and the CONTRACTOR hereby agree as follows:

1. **Term and Effective Date:** The term of the agreement shall be from (TRASH) July 1, 2015 through June 30, 2019 and (RECYCLING) July 1, 2014, through June 30, 2019, whereas both services will conclude on the same date. The CITY retains the right to renew this agreement for an additional 5-year term. Any additional term extensions beyond the additional 5-year term may be put into place if it is deemed that they are in the best interest of both the CITY and the CONTRACTOR.

2. **Waste Collection in General:** CONTRACTOR agrees to furnish all labor, fuel, trucks, equipment, administration, and all other needs required to complete the services defined hereunder except for the garbage and recycling containers of which the CITY will provide. The following guidelines shall apply to all types of approved waste and recyclables collected by CONTRACTOR pursuant to this Agreement.

a. Trash Disposal Site: All collected Municipal Solid Waste (MSW) shall be hauled to and disposed of at the South Utah Valley Solid Waste District Transfer Station located at 2450 West 400 South, Springville, Utah, 84663. Any change in location for disposal must be mutually agreed upon by the CITY and the CONTRACTOR and any associated increases/decreases in fees, and hauling savings/costs, will be directly given/taken to/from the CITY.

i. Nature of MSW Waste: CONTRACTOR shall collect and dispose of any waste normally categorized as MSW. Without limiting the generality of the previous statement, CONTRACTOR shall collect the following types of acceptable waste:

1. All waste associated with purchasing, handling, preparing, consuming, and disposing of food in a residential unit.
2. All waste associated with household and yard management, including packaging, debris from minor house repairs, minimal yard waste (e.g. grass clippings, small limbs, etc.), discarded clothing, shoes, disposable diapers, paper, broken, or discarded household items, etc., as long as the items fit in the garbage receptacle allowing the lid to the receptacle to be closed.
3. Waste associated with household pets, including pet waste and carcasses of dead household pets or portions thereof 10 pounds or smaller.
4. All waste normally associated with the types of CITY facilities being serviced by CONTRACTOR.
5. Other sundry waste items or debris as long as they can be reasonably accommodated in the garbage receptacles and can be handled without damaging the CONTRACTOR'S collection vehicles.
6. Waste and recyclable materials collected under this Agreement specifically exclude hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste ("Excluded Waste"). Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act, and including future amendments thereto, and any other applicable law.

- ii. **Non-acceptable waste** the CONTRACTOR can refuse to collect would include:
 - 1. Waste that is hazardous by Federal or State definition.
 - 2. Waste that is of such volume, weight, and/or composition that it cannot be reasonable accommodated by the collection vehicles, including waste that is stacked/placed into the garbage receptacle in a way where the lid to the receptacle cannot be closed fully.
 - 3. Waste that poses a danger to the truck and/or operator (e.g. hot ashes, ammunition, hazardous or toxic chemicals or chemical agents, heavy or jagged metal, oversized concrete or rock material, large sumps, large accumulations of human or liquid waste (as from RV holding tanks), sod or dirt or other items that cause a fine dust/particles that is a hazard to the driver and his/her ability to breathe.
 - 4. Waste that is industrial according to the Federal or State definition, or is of such a volume and composition so as to indicate obvious commercial activities rather than normal residential activities.
 - 5. CONTRACTOR may, in its sole discretion, reject any Excluded/Non-Acceptable Waste provided by CITY. CITY, upon receiving a notice of rejection from CONTRACTOR, shall immediately remove such Unacceptable Waste from CONTRACTOR'S collection vehicle or premises.

b. **Recycling Disposal Site:** All collected Recycling (Curbside all-in-one recycling) shall be hauled to the South Utah Valley Solid Waste District Transfer Station located at 2450 West 400 South, Springville, Utah, 84663 or another recycling drop-off location or Materials Recovery Facility (MRF) approved by the CITY and the CONTRACTOR.

- i. **Nature of Recyclables:** CONTRACTOR shall collect and haul to the approved drop-off location, recyclables that are generally approved recyclables under this Agreement. They are to include:
 - 1. Corrugated cardboard, magazines, catalogs, newspapers, plastics 1-7, office paper, paperboard, phone books, aluminum, small metal and steel cans, junk mail, paper bags, and plastic grocery bags that are bound in a ball or tied in another bag.
- ii. **Non-acceptable items** that should **NOT** be placed in the recycling receptacle include:
 - 1. GLASS
 - 2. Styrofoam
 - 3. Large or heavy steel/metal items (like a swing set or bike)

4. Yard waste including leaves, limbs, etc.
 5. Food Waste
- iii. Contamination of Recyclables: CONTRACTOR is not responsible for the collection or disposal of contaminated items in the recycling stream. If items delivered to the MRF/recyclable drop-off location are rejected and must be disposed of as trash, the CITY is responsible for the disposal of these items.
- c. Compliance with Law: CONTRACTOR agrees to strictly comply with all applicable federal, state, and local laws and regulations while performing this Agreement, and agrees to pay particular attention to complying with those laws and regulations governing health, safety, collection, removal, storage, and disposal of solid waste. CONTRACTOR shall be in compliance with all federal, state, and local laws and regulations prior to entering and executing this Agreement and hereby certifies the same upon execution.
 - d. City Ordinance Requirements: CONTRACTOR shall comply with the CITY'S solid waste ordinance requirements.
 - e. Records: CONTRACTOR shall, upon request of the CITY, and in a reasonable timeframe, make all records relating to the collection, removal, and disposal of solid waste and recycling pursuant to this Agreement available to the CITY for inspection and copying. If records request are proprietary and should not be made available to the public, CONTRACTOR shall provide, with the record or records requiring protection, a written claim of business confidentiality and concise statement of reasons supporting the claim of business confidentiality as required by U.C.A. 63-2-308 (1953 , as amended). The CITY shall classify such records as "protected".
 - f. Title of Waste: Title to all waste collected pursuant to this Agreement shall pass to CONTRACTOR upon collection except that of hazardous/unacceptable waste which must remain with the generator of the waste. This provision shall not be interpreted to relieve the CONTRACTOR of its obligation to dispose of all solid waste collected pursuant to this Agreement at the location stated in 2.a. of this Agreement.
 - g. Independent Contractor: The CONTRACTOR acts as an independent contractor in performing its duties pursuant to the Agreement. No employee, officer, or agent of the CONTRACTOR shall represent that they or the CONTRACTOR is an employee or agent of the CITY.

- h. Collection Days: CONTRACTOR and CITY will coordinate collection days and schedules that is in the best interest of the CITY and its residents and doable by the CONTRACTOR. Any change in collection days/schedule must be approved by the CITY at least 60 days prior to implementation.

3. **Residential Solid Waste and Recycling Collection:** The CITY hereby grants CONTRACTOR an exclusive license and privilege to collect, remove and dispose of curbside residential solid waste (weekly) and recyclables (every other week) in the corporate limits of Spanish Fork City. CONTRACTOR hereby contractually agrees to collect, remove and dispose of residential solid waste and recyclables from residences in the CITY according to the terms set forth in this Agreement and any ordinances enacted or amended by the CITY. CONTRACTOR agrees to continue operating automated collection vehicles for CITY'S residential pick-up services.

- a. Residential Solid Waste: CONTRACTOR shall collect, remove and dispose of residential solid waste weekly. Residential solid waste includes waste (see 2.a.i.1-6) produced by single family dwellings, some duplexes, four-plexes, townhomes, and apartments, and several small businesses. The defining feature of the residential solid waste and recycling service is that it is left for collection in the receptacles designed and provided to the residents for their intended use and is collected by CONTRACTOR'S automated collection vehicles. CONTRACTOR acknowledges that most commercial establishments in the CITY contract separately for solid waste and/or recycling services. Some business will continue to be serviced pursuant to this Agreement, some will not. In case of conflict, the CITY'S solid waste ordinance shall govern.
- b. Residential Accounts: CONTRACTOR shall collect residential solid waste for every account designated by the CITY. Each account may have one (1) or more garbage/recycling receptacles, up to a maximum of (4) total. The location where the receptacles are to be picked up shall be referred to as a "residential unit" regardless of the types of unit (single family, duplex, business, etc.). Each residential unit shall be charged the fees per the fee schedule pursuant to this Agreement. Multi-family units shall be billed per individual unit. For example, a duplex will be billed as two residential units. CONTRACTOR will bill CITY per the "House Count" number CITY provides to CONTRACTOR each month for the month prior. For example, February's bill will be for January's house count.
- c. Garbage and Recycling Receptacles: The CITY shall provide both trash and recycling receptacles to its residents. CITY will also maintain, replace, and repair all receptacles in the CITY. *(CONTRACTOR will provide, maintain, repair - if damage is caused due to CONTRACTOR'S sole negligence or willful*

misconduct except normal wear and tear - , and replace all commercial containers pursuant to this Agreement of which it services for the CITY).

- i. CITY agrees to purchase all existing residential recycling receptacles that are currently in the CITY at residential units. The total cost for these is \$79,055. After completing the purchase of these receptacles, the CITY is in full possession ownership of receptacles and will take over maintenance, repair, and replacement of these receptacles as necessary.

- d. Billing: All billing for services pursuant to this Agreement shall be handled by the CITY. The CITY shall assess solid waste and recycling fees through its utility billing accounts. Any additional charges the CITY elects to collect from its residents for fees, postage, billing personnel, and other expenses is at the discretion of the CITY and all charges shall be retained by and shall be the sole property of the CITY. CONTRACTOR and CITY reserve the right to question and clarify any discrepancies related to residential units serviced by the CONTRACTOR and utility billing accounts identified by the CITY.

- e. Charges & Fees:
 - Starting July 1, 2014, the CITY shall pay CONTRACTOR the sum of Three-dollars and Ninety-Six Cents (\$3.96) per residential unit per month for 1st trash receptacle basic service and the sum of Two-dollars and Five Cents (\$2.05) for 2nd or more trash receptacles until CPI goes into effect on July 1, 2015.

 - Starting July 1, 2014, or as soon as the opt-out recycling program is in place, the CITY shall pay CONTRACTOR the sum equal to the amount listed in the tiered pricing schedule below plus the related standard fuel fee for 1st recycling containers.

Tiered pricing:

95% – 100% participation

1st can - \$2.10

2nd can - \$1.50

85% - 94% participation

1st can - \$2.44

2nd can - \$1.50

75% - 84% participation

1st can - \$2.81

2nd can - \$1.50

65% - 74% participation

1st can - \$3.24

2nd can - \$1.50

50% - 64% participation

1st can - \$3.77

2nd can - \$1.50

- f. Price Adjustments: Beginning on July 1st of each year, starting July 1, 2015, an annual CPI (based on U.S. Department of Labor CPI index data) increase will be assessed on all 1st trash and 1st recycling receptacles.
- g. Fuel Adjustment: A fuel surcharge will be assessed monthly, using the U.S. Energy Information Administration statistic on diesel cost, for all 1st trash and 1st recycling receptacles. The assessed surcharge will be cut in half for the participating recycling residential units. (Example: \$.44 cents for trash for January per residential unit = \$.22 for recycling per participating residential unit for January)
- h. Tipping Fee: The CITY shall pay all tipping fees for solid waste directly to SUVSWD (disposal site). In order to ensure the accuracy of the tipping fees paid by the CITY, CONTRACTOR agrees that it will not commingle solid waste from the CITY with solid waste from other locations or with any other type of waste. If requested by CITY, CONTRACTOR shall provide the CITY with reports showing the tonnage amounts collected in both trash and recycling.
- i. Recycling Commodity Rebates: The CITY shall receive 100% of the commodity rebate received by the CONTRACTOR for all recycling material hauled from CITY to the recycling drop-off location.
- j. Payment: The CITY shall pay CONTRACTOR the basic fee and additional receptacle fee(s) thirty days after receipt of billing. CONTRACTOR shall have the ability to charge interest on late payment in the event CITY does not pay CONTRACTOR on time. If CITY has concerns over the amount it is being billed by CONTRACTOR, CONTRACTOR and CITY will work together to eliminate the concern(s). If CONTRACTOR provides an invoice that does not match the level of service it provided, CITY may withhold payment upon determination

of facts until a resolution to the problem has been reached. CITY shall withhold payment if CONTRACTOR mixes CITY residential waste with waste from outside of city limits.

4. Other Services

- a. Under this Agreement, the CITY reserves the right to initiate discussions and contract with CONTRACTOR for other waste/recycling programs within the CITY as is in the best interest of the CITY without the need to go out to bid or notify other CONTRACTORS.
- b. Recharges, Go-backs, and Special Services: CONTRACTOR shall provide same day go-back services for residential units that were missed as long as CONTRACTOR is notified of the miss prior to 3 pm on the regularly scheduled pick-up day. If notified after 4 pm, CONTRACTOR will pick-up residential unit the next business day or allow for residential unit to place up to 3 sealed bags of MSW next to receptacle for CONTRACTOR to remove on next scheduled pick-up day. CONTRACTOR will attempt to collect trash from residential units that were not out ready for pick-up prior to 7 am the same day if CONTRACTOR is notified by 3 pm.

5. Customer Service: CONTRACTOR acknowledges that it is critical to the CITY that current service levels enjoyed by Spanish Fork City residents be maintained or improved. To that end, the following service requirements shall be considered material provisions of this Agreement.

- a. Regular Collection: MSW will be collected from each residential unit weekly; recycling will be collected from each participating residential unit every other week. CONTRACTOR shall establish a regular collection schedule so that each unit will have its solid waste and recycling collected on the same day each week. Exceptions shall be allowed for weeks having holidays or for severe weather or unforeseen circumstances. CONTRACTOR will contact CITY for authorization to ever alter or change pick-up days or schedule.
- b. Basic Service Requirements: CONTRACTOR shall...
 - i. Collect MSW and recycling in the city during allowable collection hours. Allowable hours are 7 am to 8 pm.
 - ii. Maintain collection trucks in safe operating condition.
 - iii. Maintain collection trucks so as to prevent waste from leaking out or spilling out onto the city streets.
 - iv. Maintain collection trucks so as to prevent hydraulic or other oil spills or leakage.
 - v. Pick-up any waste that is in the receptacle upon pick-up and falls/spills out during collection.

- vi. Cover or sufficiently contain all waste/recycling collected so as to prevent it from blowing during transport. CONTRACTOR'S drivers are responsible to ensure blown waste is collected and properly disposed of.
 - vii. Obtain and pay for Spanish Fork business license.
 - viii. Ensure trucks are in good repair. The CITY may require that a collection truck be replaced if the truck is greater than 5-years old and it is deemed by the CITY to be in bad repair. This will be assessed by the CITY as to spills, leaks, excess noise pollution, or the vehicle's overall poor appearance.
 - ix. Clean up all spills or leaks caused by CONTRACTOR immediately whether or not spill/leak occurred on public or private property.
 - x. Add additional trucks and drivers as needed to handle increase in residential units, trash/recycling volume, increase in the difficulty of the service, or other services required and contracted with the CITY. All services in the CITY should be completed within a 5-day work week.
- c. Force Majeure: Neither CONTRACTOR nor CITY shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, labor disputes, storms, riots, flooding, terrorism, fires or acts of God (a "Force Majeure Event"). No contingency under this section shall excuse CITY from its obligation to make prompt payment of monies due and owing for services rendered. During any period when performance of a party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The party claiming inability to perform shall notify the other party as soon as practical upon the beginning and ending of the Force Majeure Event. The parties may make reasonable efforts to perform the obligations of this Agreement during the Force Majeure Event. If CONTRACTOR is reasonably willing or able to provide some level of the Services during a period of a Force Majeure Event, CONTRACTOR'S reasonable performance under the circumstances shall be sufficient, and partial performance shall not be considered a breach of performance or Event of Default. If CONTRACTOR is required to incur additional expenses in performing its obligations during a Force Majeure Event or thereafter as a result of damages caused by the Force Majeure Event, CONTRACTOR may pass through those expenses to the CITY.

CONTRACTOR and/or CITY may terminate this Agreement if a Force Majeure event continues for more than sixty (60) days.

- d. Publication of Collection Schedule: CONTRACTOR shall provide the CITY with a schedule of collection days and scheduled holiday adjustments for all neighborhoods and areas on an annual basis.
- e. Schedule Adjustments: CONTRACTOR shall submit information to the CITY at least 60 days in advance of any adjustment of collection schedule, outside of holidays. CITY will allow CONTRACTOR to use the CITY's newsletter to inform residents of pick-up information and recycling education.
- f. Customer Service Representative: CONTRACTOR shall provide and maintain a customer service representative at a local access telephone number who shall be available to the CITY and its residents during CONTRACTOR'S normal business hours and on Saturday's when holidays require Saturday collection. CONTRACTOR may use automated answering devices during off hours. CONTRACTOR shall make a good faith effort to resolve customer concerns within seven days after notification.
- g. Accounts: The CITY shall provide a daily (regular working days) list of account closures and new accounts to CONTRACTOR for the purpose of collecting waste. Notification may be made by fax or e-mail, whatever is in the best interest of the CITY.
- h. Problem Accounts: CONTRACTOR shall ensure that a CONTRACTOR representative is able to meet with residents and CITY officials regarding any residential unit that is determined to be a "difficult stop". CONTRACTOR and CITY will work together to determine the best way to safely service these customers.
- i. Receptacle Collection: CONTRACTOR will make every possible attempt to safely service all residential units. If a receptacle is blocked, overloaded, filled with non-acceptable debris, or placed in a bad collection location, driver will take measures to safely dump the receptacle (unless it contains non-acceptable items that cannot be collected at that time – e.g. hot ashes, rocks, etc) then tag the can informing the resident of the issue. If the same issue persists, driver will leave the receptacle and tag the can indicating why the receptacle was not dumped. Prolonged issues will be handled by CONTRACTOR'S representative by contacting the resident to explain the issue and getting the CITY officials/supervisors involved where needed. CONTRACTOR may receive written notice from the CITY approving the CONTRACTOR to skip a residential unit if the stop is deemed by the CITY to be unsafe/uncollectable.

- j. Radio Communication: CONTRACTOR shall maintain two-way radio communication between the collection vehicles and its central office to permit rapid deployment of crews to assist with problems and/or misses as needed.
- k. Insurance: CONTRACTOR shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees, or subcontractors.
 - i. Coverage Limits shall be at least:
 - 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Agreement or the general aggregate limit shall be \$3,000,000.
 - 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. Worker's Compensation and Employers Liability: Workers' Compensation limits as required by Utah State law and Employers Liability limits of \$1,000,000 per accident.

6. Indemnification:

By CONTRACTOR. CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature (collectively, "Losses"), to the extent alleged and resulting from (i) the sole negligence or willful misconduct of CONTRACTOR and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of the services under this Agreement, or (ii) the breach of this Agreement by CONTRACTOR.

By CITY. CITY agrees to indemnify, defend and hold harmless CONTRACTOR, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all Losses to the extent alleged and resulting from (i) the negligence or willful misconduct of Customer and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors in connection with the performance of their obligations

under this Agreement, (ii) the breach of this Agreement by Customer, or (iii) any Excluded Waste contained in the waste or recyclable material.”

7. **Discontinuation of Service:** The parties acknowledge the important public health and safety issues involved in regularly collecting municipal solid waste/recycling. Therefore, if CONTRACTOR is unable to perform any of its collection obligations set forth in the Agreement for any reason, including “force majeure”, for seven (7) consecutive days or more, the CITY may arrange for the collection and disposal of the waste by any alternative means until such time as CONTRACTOR can continue the service. CONTRACTOR agrees to allow the CITY to use its equipment at no charge in the event of such a contingency.
8. **Default:** Either party shall be considered in default if it fails to comply with any of the requirements of this Agreement. The parties shall be entitled to avail themselves of any remedy available in the State of Utah for any default or other failure to perform that is not specifically provided for in this Agreement.
 - a. Performance Bond: CONTRACTOR shall post an irrevocable letter of credit, or a corporate surety bond, in the form acceptable to the CITY in the amount of Two-hundred Thousand dollars (\$200,000) on or before the effective date of this Agreement. If CONTRACTOR fails to perform pursuant to this Agreement, the CITY may collect on the bond. The performance bond will be renewed annually.
9. **Termination of Agreement:** Either party may terminate this agreement for cause with 30-day written notification after the other party has had a chance to rectify and fix indicated problems (cause).
 - a. Cure Period and Remedy: The party desiring to terminate the Agreement based on cause, shall first give the other party a written notice of the default. If the default is cured within thirty (30) days, the Agreement shall stand in full force and effect. If the default is not cured within thirty (30) days, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. The termination shall not be effective until Ninety (90) days after written notice is given and both parties shall continue to perform respective obligations pursuant to this Agreement until Agreement is fully terminated.
 - b. Change of Laws: If any federal or state laws are enacted, or if any court cases are decided, that invalidate or disapprove of the types of activities set forth in this Agreement, the parties shall renegotiate the terms of the Agreement relating to the type of activity that is no longer appropriate. If the parties are unable to renegotiate terms, then either party may terminate the Agreement by giving ninety (90) days written notice.

10. **Dispute Resolution:** Both parties desire to resolve disputes short of litigation, if possible. Therefore, before commencing legal action, the parties shall attempt to negotiate a solution, and if unsuccessful, consider mediation or other means of resolving dispute without litigation. If a mediator is used, both parties agree to equally split the cost of the mediator and to select a neutral mediator acceptable to both parties.
11. **Lawful Agreement:** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.
12. **Exclusive Agreement:** Both parties understand this Agreement to be an exclusive Agreement between CITY and CONTRACTOR with CONTRACTOR obligated and contracted to provide all municipal solid waste and municipal recycling collection in the CITY.
13. **Utah Law:** This Agreement shall be interpreted pursuant to the laws of the State of Utah.
14. **Amendments or Addendums:** Either party has the right to amend or add an Addendum to this Agreement if is in agreed upon in writing by both parties.
15. **No Presumptions:** Should any provisions of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
16. **Binding Agreement:** This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.
17. **No Assignment:** Neither party shall transfer or assign any of its rights, duties or obligations set forth in this Agreement to a third party without the prior written consent of the other party. CITY's written consent should not be unreasonably withheld, delayed or modified and no consent is required for transfers to affiliates in connection with the sale or purchase of a business.

Dated this _____ day of _____, 2014

Spanish Fork City by

Steve Leifson, Mayor

and

Allied Waste Services of North America, LLC a Delaware limited liability company d/b/a Allied Waste Services of Utah County and Republic Services of Utah

Jeff Andrews, Vice-President