Planning Commission Agenda
April 7, 2010

Planning Commissioners

Michael Christianson
Chairman

Del Robins

David Stroud

Shane Marshall

Rick Evans

Tyler Cope

5:30 P.M. Agenda Meeting

6:00 P.M.

1. Preliminary Activities

   a. Pledge of Allegiance
   b. Approval of Minutes: March 3, 2010

2. Staff Reports

   a. **Legacy Farms Annexation**
      Applicant: Legacy Farms at Spanish Fork, LLC
      General Plan: Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre, Commercial 2 and Rural Residential
      Zoning: R-3, R-1-12, R-1-15, Commercial 2 and Rural Residential proposed
      Location: Approximately 400 North 1500 East

   a. **Legacy Farms Preliminary Plat**
      Applicant: Legacy Farms at Spanish Fork, LLC
      General Plan: Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre, Commercial 2 and Rural Residential
      Zoning: R-3, R-1-12, R-1-15 and Commercial 2
      Location: Approximately 400 North 1500 East

3. Public Hearings

   a. **Brad Fillmore**
      Applicant: Brad Fillmore
      General Plan: Residential 3.5 to 4.5 units per acre
      Zoning; R-1-9 existing, R-1-6 proposed
      Location: 1968 East 1200 South

   b. **Title 15**
      Applicant: Spanish Fork City
      General Plan: not applicable
      Zoning: not applicable
      Location: City-wide

4. Other Discussion

   a. **Discussion on Planning Commission work program and General Plan.**

Planning Commissioners, if you are unable to attend a meeting please let us know ASAP. Thanks.

The public is invited to participate in all Planning Commission Meetings at 40 South Main Street, Room 140, Spanish Fork. If you need special accommodations to participate in the meeting, please contact the City Manager's Office at (801) 804-4530.

Draft Minutes
Spanish Fork City Planning Commission Meeting
March 3, 2010

Commission Members Present: Del Robins, Shane Marshall, David Stroud, Rick Evans, Tyler Cope.

Staff Present: Dave Anderson, Community Development Director; Dave Munson, Planning Intern; Kirk Nord, Assistant City Attorney; Jered Johnson, City Surveyor; Trapper Burdick, Assistant City Engineer.

Citizens Present: Steve Broadbent, Adam Lambert, Mark Dallin, January Erskine, Clay Christensen, Gary Aitken, Laura Lee Adams, Steve Painter, illegible name, Mike Morley.

Mr. Anderson mentioned that Mr. Nord would be leaving the City in a few weeks and said that he would be missed.

CALL TO ORDER

Commissioner Marshall called the meeting to order at 6:12 p.m.

PRELIMINARY ACTIVITIES

Pledge

Commissioner Evans led the Pledge of Allegiance.

Adoption of Minutes: February 3, 2010

Commissioner Evans **moved** to **approve** the minutes of February 3, 2010. Commissioner Robins **seconded** and the motion **passed** all in favor.

Commissioner Marshall excused Chairman Christianson.

PUBLIC HEARING

Crosswind Preliminary Plat

Applicant: Rockworth Companies
General Plan: General Commercial
Zoning: R-1-8
Location: 1450 East 100 South

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Mr. Anderson explained that this application was part of a project that has had a number of applications previously approved. It had previously been recommended by the Commission that this application be denied, but the applicants have updated the plat and staff would now recommend that it be approved.

Commissioner Robins made a **motion** to recommend to the City Council **approval** of the Crosswind Preliminary Plat. Commissioner Evans **seconded** and the motion **passed** all in favor.

Academy Park
Applicant: SFATC LLC
General Plan: Business Park/Residential 2.5 to 3.5 units per acre
Zoning: Industrial 2, Business Park and R-1-15
Location: approximately 1200 South Del Monte Road

Mr. Anderson explained the application. He said that this application was unique because parts of the plat had already been included in approved Site Plans and that the both MATC building and ALA Charter School had been constructed. The proposed plat would help to clean up past issues on the site. He said that staff had recommended that the proposed plat be approved and that all of the property included should be part of one recordable plat. As part of that, the City would require that the frontage along Del Monte Road be improved. He explained that the applicants may not be able to pay for the improvements at this time.

Commissioner Marshall asked if the other roads in the site had been improved. Mr. Anderson answered that they had been. Mr. Johnson explained what improvements would be required.

Commissioner Marshall invited the applicant to comment.

Laura Lee Adams
Commissioner Robins asked Ms. Adams what was owned by MATC. She indicated on the GIS map. She explained that the issue was with a plot of land owned by MTM along Del Monte Road, which SFATC did not have any control over. She said that MTM had told her that the sale price of the land wouldn't be enough to cover the cost of the improvements, and that they did not want to sell to MATC.

Clay Christensen
Mr. Christensen from MATC said that it would be beneficial for them if the project could move forward. He said that most of their employees are Spanish Fork Citizens and that they would like to see the project move forward.

Mike Morley

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Commissioner Robins asked Mr. Morley why he had wanted to be a part of the subdivision. He said that he didn't, and that he wasn't in a financial position to put in the improvements. He said that they would when they got to a point that they could.

Mr. Robins asked if the application could be resubmitted without the MTM portion. Mr. Anderson explained the history of the properties in question and that they had been involved in unapproved subdivisions.

Commissioner Marshall said that he would be reluctant to grant the approval without the improvements. He said that he felt that the Commission had to uphold the City standards and that they should leave it up to the legislative body to make the final decision. Commissioner Robins agreed and said he was fine with the DRC's conditions.

Commissioner Robins made a **motion** to recommend to the City Council **approval** of the Academy Park Amended Preliminary Plat subject to the following conditions:

Conditions:

1. That the applicant provide written commitment to abate the zoning violation in 90 days.
2. That the required improvements to Del Monte Road are completed within the first phase.

Commissioner Evans **seconded** and the motion **passed** all in favor.

Mark Dallin Center Street In-Fill Overlay
Applicant: Mark Dallin
General Plan: Residential 9-12 units per acre
Zoning: R-3
Location: 142 West Center Street

Mr. Anderson explained the history of the subject property. He said that the proposal was to construct a duplex and that the applicant had approached the Commission about the proposal the previous month, but this month it was on the agenda for formal action. He showed an image of the proposed building. He explained that staff recommended that the duplex be approved but with one of the units being turned to face the South and possibly be given a porch. He explained that this was in an effort to make it match the surrounding neighborhood and that there were a number of ways that it could be redesigned to match.

Mark Dallin

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Mr. Dallin explained that he had looked at the surrounding buildings. He said that the way the garage was set back allowed people to see the front of the building and not back onto Center Street.

Commissioner Marshall asked what the impacts would be if the building was rotated to face the street. Mr. Dallin said that he wouldn't have room for parking. Mr. Anderson explained that there were ways that he could do that.

Mr. Cope asked if he could put the garages in the middle and turn just Unit A towards the street. Mr. Dallin said that it would change the roofline. Mr. Stroud said that having the units separated by the garages would add to privacy. Backing out onto Center Street was discussed.

Mr. Evans asked, without moving the building, what could be done to mitigate the end so as to make it blend in better. Discussion was held regarding parking, the yard, and impervious area.

Mr. Marshall invited public comment. There was none.

Mr. Cope asked if this could be approved with conditions or if it would need to be redesigned. Mr. Dallin said that he would like to go along with the DRC conditions.

Commissioner Cope made a **motion** to recommend to the City Council **approval** of the Mark Dallin Center Street In-Fill Overlay subject to the following conditions:

Conditions

1. That the duplex is designed so as to conform to the appearance of other homes in the neighborhood by having a porch and entrance on the south elevation, and being clad in brick or some other material found on the immediate block.
2. That the landscaping plan be modified to include turf and two deciduous trees in the park strip as well as vinyl fence around the project.
3. It is also noted that the applicant is required to have separate sewer laterals for each dwelling unit.

Commissioner Robins **seconded**.

Mr. Evans said that he didn't feel strongly that the building should be brick. Mr. Cope said that there should be one unit or more facing south.

Commissioner Cope made a **motion** to recommend to the City Council **approval** of the Mark Dallin Center Street In-Fill Overlay subject to the following conditions:

Conditions

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1. That the proposed duplex has at least one unit facing south with a porch and entrance to the south.
2. That the proposed landscape plan include turf and two deciduous trees in the park strip as well as a vinyl fence around the project
3. That the applicant have individual sewer laterals for each dwelling unit.

Commissioner Robins **seconded** and the motion **passed** all in favor.

I-3 Zone Change
Applicant: Spanish Fork City
General Plan: Residential 9-12 units per acre
Zoning: R-3
Location: 142 West Center Street

Mr. Anderson explained that the I-3 zone had been re-created with new uses, including large wind farms. The Zone Change was initiated by the City. Staker Parson owns some of the property in the Zone Change, as well as the City, which has a need for a facility for the storing and recycling of construction debris. Strawberry Water also owns property in the proposed area.

Gary Aitken
Mr. Aitken said that he had received a call from Junior Baker (the City Attorney) and that he had discussed the proposal with some of the members of the board. Mr. Anderson indicated which properties were owned by each group. Mr. Aitken said that he didn't have a problem with the Zone Change, but that the board members had questions about what was available in that area. He said that the board members would rather currently keep the I-2 zoning.

Mr. Marshall asked what their concern was with the I-3. Mr. Aitken said that they felt that the I-2 had more development flexibility. He said that the original purpose of purchasing the property was to keep mining operations from happening along the canal. He asked if they could be removed from the Zone Change if the board so chose next week.

Mr. Anderson said that he would like to be informed of the board's decision and that they could change the map after they found out.

Commissioner Robins made a **motion** to recommend to the City Council **approval** of the I-3 Zone Change only for the Spanish Fork City and Staker Parson parcels. Commissioner Stroud **seconded** and the motion **passed** all in favor.

OTHER DISCUSSION

Discussion on Planning Commission work program and General Plan

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Mr. Anderson introduced Mr. Burdick and Mr. Johnson.

Mr. Nord was given the opportunity to say goodbye. He thanked the City for his time here and said that he would miss the people he had met here.

ADJOURNMENT

Commissioner Robins **moved** to **adjourn**. Commissioner Marshall **seconded** and the motion **passed** all in favor at 7:13 p.m.

Adopted:

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Dave Munson, Planning Intern

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ANNEXATION & PRELIMINARY PLAT

REPORT TO THE PLANNING COMMISSION
LEGACY FARMS ANNEXATION & PRELIMINARY PLAT

Agenda Date: April 7, 2010.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee.

Request: Legacy Farms at Spanish Fork, LLC, is requesting to have some 480 acres annexed into Spanish Fork and to have a Preliminary Plat approved for a 270-acre Master Planned Development.

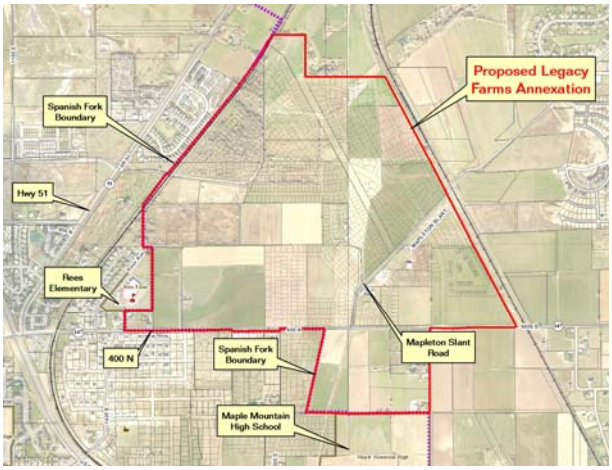
Zoning: Rural Residential, R-3, R-1-12, R-1-15 and Commercial 2 proposed.

General Plan: Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre and General Commercial.

Project Size: The Northeast Bench Annexation includes a total of 479.58 acres. The proposed Legacy Farms Preliminary Plat contains 270.70 acres.

Number of lots: 828 proposed, 815 permitted.

Location: Approximately 400 North 1500 East.



Background Discussion

There are two separate requests before the Commission at this time. First, Legacy Farms at Spanish Fork, LLC, is requesting that an annexation be approved for an area that encompasses 479.58 acres northeast of the City's current boundary. Second, the same applicant is requesting that a Preliminary Plat be approved for some 270 acres that are included in the proposed annexation.

The proposed Northeast Bench Annexation is located entirely within the City's Growth Boundary and is designated for a variety of land uses by the General Plan. Relative to the proposed annexation, Spanish Fork City staff has prepared an Annexation Feasibility Report which accompanies this report. The purpose of this study is to forecast the City's ability to serve the proposed annexation and to estimate needs that the annexation will generate for City services that are not currently provided.

In the case of this proposed annexation, it is remote from nearly all City services. Most included properties are currently accessed via a state road and essentially no utilities are available in the immediate vicinity of the annexation area. As such, it is understood that a significant amount of infrastructure must be constructed in order to serve development in this area. Again, an Annexation Feasibility Report accompanies this report and this study details the area's specific infrastructure needs and the anticipated impact of the area's development on Spanish Fork City.

An issue that needs to be addressed before the annexation can be recorded is the Strawberry Electric Service District buyout. Staff understands that SESD has notified the applicant of the cost of the buyout and that the applicant simply needs to complete the purchase.

The development is proposed to be a Master Planned Development. A variety of exhibits related to the proposed Preliminary Plat accompany this report. Staff has reviewed several different proposals for the development of the subject properties. Staff understands that the applicants

are currently anxious to have this plat approved as Salisbury Homes has committed to develop the project's initial phases.

Staff has spent a significant amount of time reviewing previous renditions of the exhibits that accompany this report. In fact, both the Planning Commission and City Council have viewed presentations where the applicant has described the proposed development and its amenities. This report has been augmented with additional information as staff has reviewed the materials that were submitted by the applicant last week. For purposes of organization, staff has attempted to separate the issues addressed in this report by subject.

Density. Often times, the Planning Commission discusses density as it relates to what a developer is proposing in a Master Planned Development. Given our history, I offer the following description as to how base and maximum densities are calculated for this and other Master Planned Developments.

The base number of units for the proposed development is calculated according to the zoning and the number of developable acres in each zoning district. In this case, it is proposed that properties within the Preliminary Plat be zoned in accordance to the General Plan. With that said, the proposed development would be zoned R-3, R-1-12, R-1-15 and Commercial 2 as is identified on the accompanying proposed zoning map.

The following chart identifies the number of developable acres in each proposed zone, the base number of units per acre for the proposed zone and the total base number of units in each zone:

170.81 acres	2.15 u/a	365 units
50.38 acres	2.69 u/a	135 units
26.54 acres	5.37 u/a	142 units
base density (number of units)		642 units

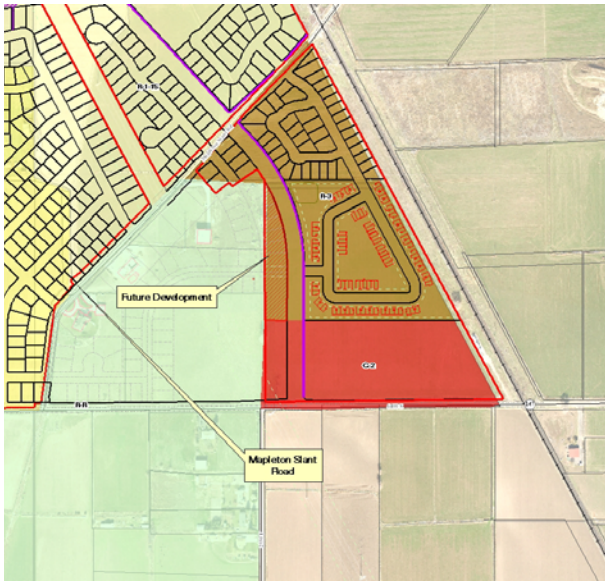
The maximum allowable number of units for the proposed development is calculated according to the General Plan designations for properties in the project. In this case, the General Plan designations for properties in the proposed Preliminary Plat include Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre and General Commercial. Relative to calculating the maximum number of units allowed, the higher of the two numbers allowed is multiplied by the number of acres in the respective area.

The following chart identifies the number of developable acres in each residential General Plan designation, the number of units per acre for the designation and the total maximum number of units in each designation:

170.81 acres	2.5 u/a	427 units
50.38 acres	3.5 u/a	176 units
26.54 acres	5.5 u/a	212 units
maximum number of units		815 units

Projects that meet the submittal requirements for Master Planned Developments receive an automatic density bonus of .25 units per acre. In this case, the automatic density bonus is 62 units. Therefore, in order for the project to be approved as proposed with 815 units, the City must find that an additional bonus density of 111 units is warranted.

The applicants have included a total of 828 units in their proposed project design. That number exceeds the maximum number of permitted units by 13. The discrepancy between staff's calculation and that of the applicant seems to be the result of the applicant counting some 1.8 acres of land in their formula that staff believes should not qualify. These lands are part of the Miner property and would be located on the east side of the Minor Arterial Road.



Given the property's location and configuration, staff believes it is most logical to expect this property to develop in concert with other properties

to the east. Staff has no concern with the property developing with the properties to the east; in fact, staff believes that is probably a good thing. However, lands can only be counted in one project for purposes of calculating density and staff believes the City can only assume that these properties will be included in an adjacent development.

Deviations from City Standards. One of the advantages offered to developers when they propose Master Planned Developments is the opportunity to negotiate deviations from the City's typical standards on setback, minimum lot size and other requirements.

In this case, the applicants are proposing to deviate from the minimum lot size, lot width, setback and maximum cul-de-sac length requirements.

Relative to the lot size requirement, the minimum lots size allowed in Master Planned Developments is 6,000 square feet. However, the City Council may waive the 6,000 square foot minimum based on an individual project's superior design. In this case, staff has not been provided anything to review in the hope of finding that the superior design requirement has been satisfied.

Infrastructure. The City's various Master Plans call for a variety of regional facilities to be constructed within the proposed Preliminary Plat. The most substantial of these facilities may be a Minor Arterial Road that is planned to connect 2550 East to State Road 51.

At present, access from State Road 51 and other areas of Spanish Fork City to the lands in the proposed Preliminary Plat is somewhat limited. It is understood that the traffic generated by the proposed development will impact surrounding intersections and streets. With that in mind, two different engineering firms have studied the anticipated impact of traffic generated with this proposed development in an attempt to predict how the level of service on streets in Spanish Fork City will be affected.

While traffic generated within the proposed development will have a substantial impact on the City's streets, staff believes the level of service on the system will continue to deteriorate whether this project is approved or not. This trend will only be abated if upgrades to the City's streets are made.

The most substantial upgrade that will be required in the vicinity of the proposed development is a crossing of the Union Pacific Railroad tracks. This crossing will permit the Minor Arterial Road connection to State Road 51 that is described above. There are no existing plans to construct that crossing, nor has the Union Pacific Railroad approved such a crossing. Regardless, the completion of the Minor Arterial Road connection to State Road 51 will tremendously enhance the level of service on other streets and several intersections in the area.

Staff has spent substantial time reviewing other aspects of the development as well. Staff is particularly concerned about ensuring that adequate facilities are installed and about ensuring that all of the proposed amenities are constructed and constructed in a reasonable timeframe.

Staff refers the Commission to the accompanying Annexation Feasibility Report for additional information related to the required infrastructure. Given that the City plans to reimburse the developer for the upsizing of streets, power facilities and other utility lines, staff does not believe the applicant is eligible for bonus density for any related improvements.

Also related to infrastructure is the need for the applicant to obtain an easement from Rocky Mountain Power to permit the crossing of their property. As the ability to cross the Rocky Mountain Power property is a critical component of the proposed development, staff believes the City Council should not review the Annexation or Preliminary Plat applications until the easement is obtained.

Phasing. One of the more significant elements of the proposed project is a Phasing Plan that is intended to detail the specific improvements that will be required on a phase to phase basis throughout the life of the project.

The preparation of the Phasing Plan has required substantial effort on the part of the applicant and staff has spent substantial time reviewing various renditions of the proposed Phasing Plan. It is hoped that the effort that has been expended will work to everyone's advantage as the individual phases are presented for Final Plat approval. At least in theory, the Final Plat approval process should be a routine matter of checking that plat's conformity to the approved Phasing Plan and the City's Construction and Development Standards.

In almost all respects, staff is completely supportive of the phasing as proposed. The planning staff has

concerns about the proposed timing on the construction of the parks and those concerns are detailed in the section of this report that describes the project's proposed amenities.

Design Guidelines. A set of architectural guidelines have been submitted by the applicant. A copy of those guidelines accompanies this report. Architectural standards or design standards that specify architectural styling are a fairly customary component of large developments. Many different types of design standards have been developed for projects in Spanish Fork and projects in surrounding communities.

Design Guidelines can play an important role in creating and maintaining a specific sense of place or level of quality in a neighborhood. In recent history, Spanish fork City has not been very particular about imposing architectural regulations in new developments. The City's Master Planned Development program has generally been such that applicants could offer to require certain "elements" as architectural upgrades but little has been explicitly required in any type of development.

In staff's experience, it is most useful to review architectural regulations from the lowest common denominator perspective. In other words, staff attempts to identify the most basic criteria and evaluate what changes a typical builder would need to make to their plans in order to have those plans approved in the subject development.

In the case of this applicant's proposal, staff has not found any criteria that would require entry level production builders in Spanish Fork to make significant changes to their plans. The applicants may suggest that the development's Architectural Review Committee will require some superior design. Even so, staff wants to clearly note that there is nothing inherent to the proposed guidelines that will ensure a higher quality of home design or construction than what is found in other developments in the City.

With that said, staff believes what is proposed is not substantially different from what the City has approved in other large developments. If staff has any concern with the proposal, it relates to presentations that have been made by the applicant that have described the project as being somewhat upscale in nature. Aside from that concern, staff recommends that no bonus density be given for the proposed Design Guidelines for reasons that have been explained above.

Amenities. In staff's view the projects proposed amenities are limited to parks. The following are the park amenities the applicant has proposed:

1. Ten acres of wetlands would be dedicated and a boardwalk with a gazebo would be constructed.
2. Some 17.2 additional acres of buildable land are proposed to be dedicated as three separate parks. The applicant has proposed to construct two playgrounds and one pavilion in the three parks. The applicant has also proposed to construct all of the customary landscaping improvements in two of the parks and improvements that are limited to an irrigation system and hydro seeding in the third park. Portions of these parks will also serve as storm water detention facilities.
3. A corridor above the Mapleton Sewer Trunk Line will be landscaped and a trail will be constructed through it. A pedestrian underpass will be constructed under the Minor Arterial Road to permit this trail to construct to the easternmost park.

All in all, staff believes the proposed amenities are at least in the ballpark when compared to the requested bonus density. The Planning staff does have concerns with the proposed park construction schedule and has particular concerns with the proposal to construct the last park with the last 60 lots of the development. This concern could be easily resolved by modifying the proposed phasing plan.

Development Review Committee

The Development Review Committee reviewed this request in their March 31, 2010 meeting and recommended that it be conditionally approved. Draft minutes from that meeting read as follows:

Legacy Farms Annexation

Applicant: Legacy Farms at Spanish Fork, LLC
General Plan: Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre, General Commercial and Rural Residential
Zoning: R-3, R-1-12, R-1-15, Commercial 2 and Rural Residential proposed
Location: Approximately 400 North 1500 East

Mr. Thompson said he would like to address the Engineering Department redlines.

Mr. Oyler explained that Junior Baker would email an agreement to City staff and then staff would sit down together to go over the agreement.

Mr. Johnson explained the Engineering Department redlines with Greg Magleby and discussion was held regarding them.

Dale Robinson expressed his concern with the wetlands park and the third park. His preference would be to have both parks built with Phase 9. Mr. Robinson is concerned with the third park being damaged with the construction of the wetlands park boardwalk. Mr. Magleby explained how they would be constructing the boardwalk. Mr. Anderson asked how they were proposing to meet the ADA guidelines. Mr. Magleby explained that the boardwalk would not be more than 30 inches high but that if it went over 30 inches they would have to put in a handrail. Mr. Heap asked if there was enough leverage in the phasing to ensure that a park would be built, since they were proposing to build the parks at the tail end of the project. Mr. Magleby explained how many lots would be remaining. Mr. Anderson said that at Phase 14C there was only seven percent of the project left to be built and that it would be a tough sell to the Planning Commission and City Council to propose to build two parks at the end of the proposal.

Mr. Magelby said that they agree, but the issue was to make sure that there was enough development to justify the amenities being installed but also enough development to afford the amenities to be installed without stalling or stopping the project.

Mr. Anderson said that at phase 9C they would be three fourths of the way through the project and felt the City was being very lenient in allowing the parks to not be constructed sooner. Mr. Anderson explained his concern about residents in the neighborhood expecting the parks to be built when they move in and his concern about the proposed amenities not being constructed as proposed.

Mr. Robinson reiterated his preference, which was to have both parks built with phase 9C (proposed to build them with 14C). Discussion was held regarding grade elevation, the wetland park and how to guarantee that the parks are built.

Mr. Gabler said one thing to take into account was that most cities pay for anything more than a local road and that they had a one and a half million dollar road in this development that has put a big burden on them. They are trying to spread the infrastructure costs for the road and parks.

Mr. Heap asked what the costs of the wetland park would be and what they were proposing to build the boardwalk with.

Mr. Magleby said the cost was about $400,000 and they would be using Trex, pressure treated or Redwood.

Mr. Anderson asked about the elevation and how they were proposing to get from the elevation of the residential portion to the wetland boardwalk and meet ADA requirements. Mr. Gabler said the grade would be taken up with the trail and discussion was held regarding the grade change.

Discussion was held regarding the costs of the park amenities. Mr. Magleby explained that they had an elephant in the room which was off-site power, 400 North, Legacy Parkway and parks. He said that they had looked at the proposal from a cash flow perspective and how do we accomplish all of those things without stalling the project. He said that they had looked at, independent of the City, creating an escrow account (the City is invited to participate if they choose) that would be between the builders and Legacy Farms. He said that as each lot is produced, funds would be deposited into the escrow account, and these funds would then be used for all of the improvements. He explained that everyone would have an equal responsibility to pay for the development of all of the improvements.

Discussion was held regarding an escrow account and if it would be a benefit to the City if the City were to be involved with it.

Mr. Baker explained that, with an escrow account, generally the City would have to sign to have a check released, but that it would not give the City the control to see that the funds dispersed really get used for the park. He said it would give the City the ability to check the balance and see if the funds were low and do something about it, but the City would have no control of the funds going into the escrow account. He said that he felt it would work as additional protection.

Discussion was held regarding the pros and cons, to the City, of an escrow account.

Mr. Magelby explained that the money for the escrow account would be collected at the Final Plat stage and not when building permits are pulled.

Mr. Robinson said that he was concerned with the park being damaged with the construction of the boardwalk. He said that the applicant had satisfied his concerns but that he wanted to have as much security as possible to ensure that the park amenities are built.

Mr. Peterson said that he had discussed all of the power issues with the applicant. He said his only concern was the applicant obtaining off-site easements. He said that the applicant would also need to finalize the SESD buyout. Mr. Magleby said that SESD had provided them with a number. Mr. Peterson said he would need a letter from SESD stating that the buyout had been paid for, and that the letter would need to be provided before the Annexation goes to the City Council.

Mr. Thompson said that all capacity for any City system is reserved for a Final Plat level and not at a Preliminary Plat level. Mr. Thompson explained that the City would not reserve room in our tanks until a Final Plat was recorded and a bond was in place. He said that there would need to be regional detention in Legacy Farms and that it would need to be implemented to our City standards.

Discussion was held regarding fire protection and an area of the development being outside of the one-and-a-half-mile buffer.

Mr. Anderson said that going on General Plan designations was one way to calculate the maximum density. He went over the maximum density and said the proposal was over by 13 lots. Discussion was held regarding density and the proposal being over that maximum by 13 units. Mr. Anderson explained that he felt that the Miner property on the other side of the right-of-way needed to be removed for purposes of calculating density as it is described as future development and will apparently be developed with the properties to the west. Mr. Magleby suggested that those two acres could be included in the existing development and said he would contact Mr. Miner to discuss the issue.

Mr. Anderson touched on design guidelines.

Many lots have 50-foot frontages and are less than 6,000 square feet. The Design Guidelines only address lots that are larger than 6,000 square feet. He suggested that a meaningful set of standards would include provisions or 5,000 square foot lots.

He brought up the document's references to LEED certification and sustainability. Mr. Magelby suggested it was probably best to take those references out.

He asked Mr. Magelby to explain what things would make this feel like a community. Mr. Magelby said landscaping and fencing would have to be provided. Mr. Anderson suggested standards on landscaping and fencing would be useful to have.

Mr. Magelby explained that they are going to put a lot of faith in an architectural control committee. He said he did not feel that there any standards in the proposed Design Guidelines that will make the homes in this project look different from the homes that Salisbury is building in the Sunny Ridge subdivision that is right next door.

Mr. Baker said that they were at the top end of the density and asked Mr. Magelby if they had looked at the amenities. He said that he felt the parks were the amenities. Mr. Anderson said that he personally thought that the parks were the only proposed amenities.

Mr. Anderson asked about Rocky Mountain Power. Greg Magleby said that they were not quite there yet but knew that they needed to have the easement before the annexation could be presented to the City Council.

Mr. Baker **moved** to recommend to the City Council **approval** of the Legacy Farms (Northeast Bench) annexation subject to the following conditions:

Conditions

1. That the applicants enter into an Annexation Agreement and that the road on Legacy Parkway and a letter from SESD and that the assigned zoning be consistent with the plat they submitted (R-1-15, R-1-12, R-3, C-2, R-R).
2. That the applicants obtain an agreement from Rocky Mountain Power based on their access through the right-of way.

Mr. Anderson **seconded** and the motion **passed** all in favor.

PRELIMINARY PLAT

Legacy Farms Preliminary Plat
Applicant: Legacy Farms at Spanish Fork, LLC
General Plan: Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre, General Commercial and Rural Residential

Zoning: R-3, R-1-12, R-1-15, Commercial 2
Location: Approximately 400 North 1500 East

Mr. Anderson **moved** to recommend to the City Council **approval** of the Legacy Farms Preliminary Plat located at approximately 400 North 1500 East with the following finding and subject to the following conditions:

Finding

1. That the 100 or so units of bonus density are warranted based on the applicant's proposal to provide the proposed parks.

Conditions

1. That the applicant makes any redline corrections to the phasing plan as discussed today.
2. That the applicant makes any needed corrections on the density in the project. (815 maximum units).

Mr. Baker **seconded** and the motion **passed** all in favor.

Mr. Oyler asked if we were addressing in the development agreement that, if our City standards change, they will have to meet them.

Budgetary Impact

Annexing these properties and approving development within the annexation area will cost the City more revenue than what will be generated. As was mentioned above, the accompanying Annexation Feasibility Study details the anticipated cost of providing services.

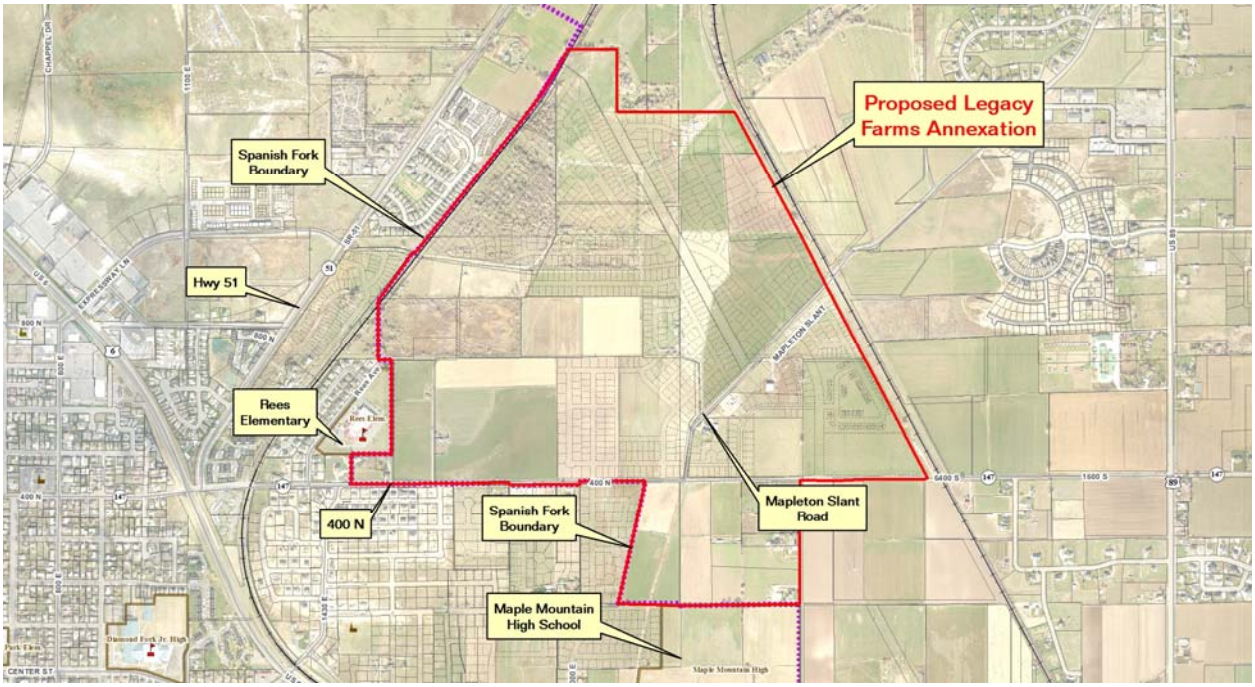
Recommendation

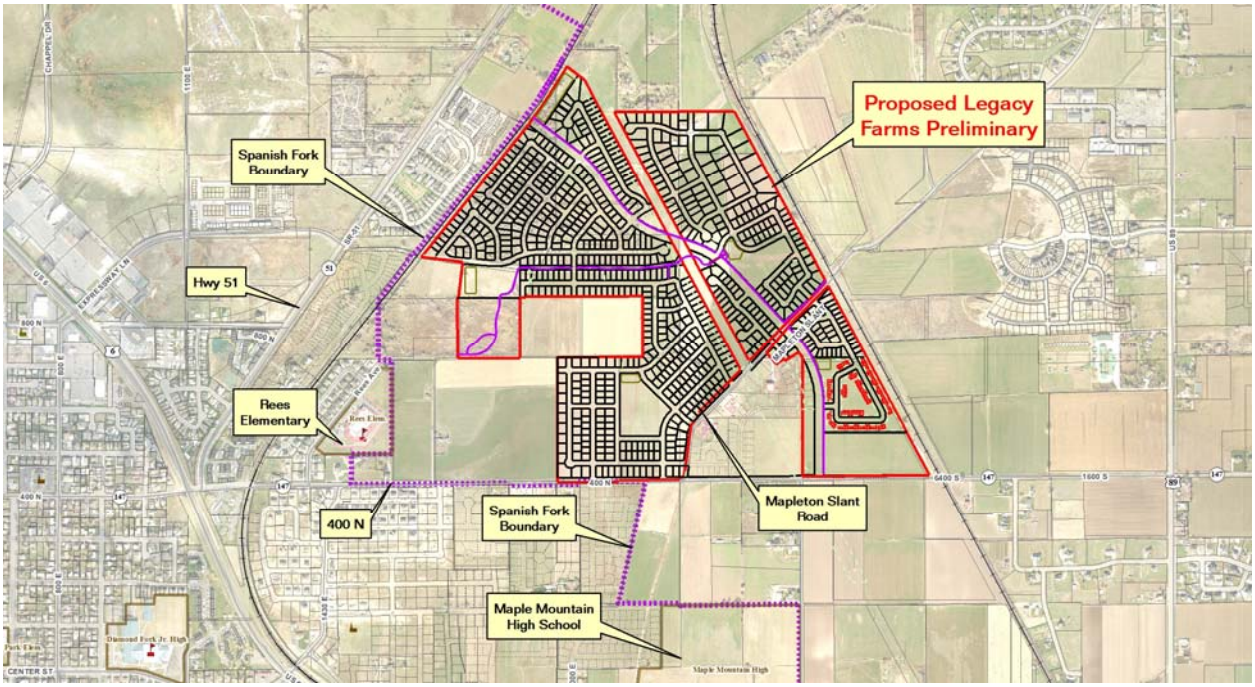
Staff recommends that the proposed Northeast Bench Annexation be approved based on the finding that the subject property is located within the Growth Boundary and subject to the following conditions:

1. That the SESD buyout be completed and that documentation of the buyout be provided to Spanish Fork City.
2. That the Rocky Mountain Power easement be obtained and that a copy of the recorded easement be provided to Spanish Fork City.
3. That the subject properties be zoned in accordance to the General Plan except for the Miner property, where only 12 acres will be zoned Commercial 2.
4. That the Annexation Agreement be signed.

Staff recommends that the proposed Legacy farms Preliminary Plat be approved subject to the following conditions:

1. That the applicant present materials to the City Council to justify to the City Council the inclusion of lots that are less than 5,000 square feet.
2. That the project be redesigned to include no more that 815 dwelling units.
3. That the Phasing Plan be modified to construct the first two parks one phase sooner and the boardwalk and related improvements with Phase 9C.
4. That the street cross sections included in the Phasing Plan be modified to conform to the City standards.
5. That all park improvements conform to ADA requirements.


Proposed Legacy Farms Annexation
Spanish Fork Boundary
Hwy 51
Rees Elementary
400 N
Spanish Fork Boundary
Mapleton Slant Road
Maple Mountain High School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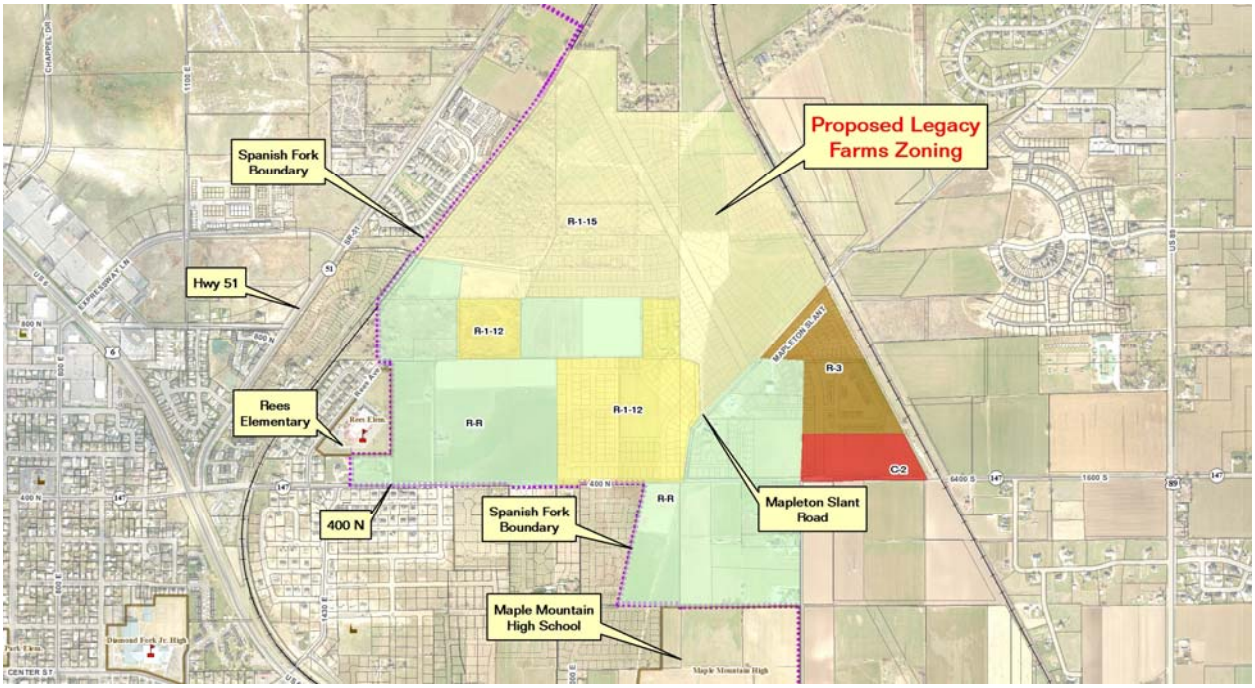
Proposed Legacy Farms Zoning
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Hwy 51
Rees Elementary
400 N
Spanish Fork Boundary
Maple Mountain High School
Mapleton Slant Road
R-1-15
R-1-12
R-1-12
R-R
R-R
R-3
C-2

SPANISH FORK CITY
Annexation Feasibility Report

Agenda Date:	April 7, 2010
Staff Contacts:	Dave Anderson, Community Development Director Trapper Burdick, Assistant Public Works Director Tom Cooper, Power Department
Reviewed By:	Development Review Committee
Subject:	Northeast Bench Annexation Report

SECTION 1

Annexation Map. (attached)

Annexation Plat. (attached)

SECTION 2

annexation sponsor: Duane Hutchings/Mike Gardner phone: (801) 489-0750

annexation location: 400 North 1500 East

acreage in annexation: 479.58 acres

property owner(s) and parcels

owner: Ross & Janene Baadsgaard parcel: 27:032:0045 acreage: 2.00 acres
valuation: $221,900

owner: Deanne R Jex parcel: 27:032:0041 acreage: 10.14 acres
valuation: $71,556

owner: Henry & Elaine Gardner parcel: 27:009:0092 acreage: 10.23 acres
valuation: $174,777

owner: The Louise Gardner Family Ltd Trust parcel: 27:012:0007 acreage: 22.30 acres
valuation: $545,984

owner: The Louise Gardner Family Ltd Trust parcel: 27:011:0001 acreage: 8.39 acres
valuation: $205,724

owner: The Louise Gardner Family Ltd Trust parcel: 27:011:0013 acreage: 9.64 acres
valuation: $236,066

owner: The Louise Gardner Family Ltd Trust parcel: 27:011:0003 acreage: 21.20 acres
valuation: $519,280

owner: Lynn Jones and Ned Grant parcel: 27:012:0003 acreage: 9.82 acres
valuation: $99,550

owner: Ann Hutchings parcel: 27:012:0001 acreage: 19.75 acres
valuation: $427,407

owner: Ann Hutchings parcel: 27:012:0006 acreage: 6.00 acres
valuation: $83,370

owner: Ann Hutchings parcel: 27:005:0037 acreage: 3.52 acres
valuation: $48,808

owner: Duane Hutchings parcel: 27:006:0012 acreage: 6.30 acres
valuation: $513,569

owner: Hutchings Investments LLC parcel: 27:005:0033 acreage: 12.20 acres
valuation: $222,035

owner: Hutchings Investments LLC parcel: 27:005:0032 acreage: 14.98 acres
valuation: $274,445

owner: Hutchings Investments LLC parcel: 27:005:0025 acreage: 11.33 acres
valuation: $208,498

owner: Hutchings Investments LLC parcel: 27:005:0019 acreage: 11.53 acres
valuation: $250,176

owner: K&J Christensen Properties LC parcel: 27:010:0038 acreage: 23.98 acres
valuation: $421,529

owner: Eldred & Linda Fewkes parcel: 27:032:0106 acreage: 5.04 acres
valuation: $300,000

owner: MDF Estates Planning Services Inc parcel: 27:011:0033 acreage: 1.97 acres
valuation: $82,950

owner: Lareen & Reed Mellor parcel: 27:032:0043 acreage: 5.15 acres
valuation: $95,600

owner: The Louise Gardner Family Ltd Trust parcel: 27:011:0014 acreage: 0.58 acres
valuation: $14,235

owner: Paul Roach parcel: 27:030:0015 acreage: 15.00 acres
valuation: $309,770

owner: Brent Smith parcel: 27:009:0023 acreage: 1.01 acres
valuation: $294,100

owner: Floyd & Lila Smith parcel: 27:009:0022 acreage: 1.99 acres
valuation: $329,200

owner: Ginnie & Paul Snyder parcel: 27:032:0083 acreage: 8.54 acres
valuation: $587,516

owner: Steve Maddox Development LLC parcel: 27:009:0035 acreage: 5.85 acres
valuation: $56,903

owner: James & Gertrude Sumsion parcel: 27:032:0046 acreage: 3.00 acres
valuation: $245,200

owner: Richard & Annette Thomas & George & Anna Rawlings parcel: 27:032:0080 acreage: 5.25 acres
valuation: $340,050

owner: Mary & Byron Tuttle parcel: 27:005:0024 acreage: 22.18 acres
valuation: $408,035

owner: Ronald & Joanna Wiley parcel: 27:012:0008 acreage: 5.85 acres
valuation: $60,003

owner: Keith Williams parcel: 27:009:0009 acreage: 2.63 acres
valuation: $26,450

owner: Keith Williams parcel: 27:009:0008 acreage: 10.20 acres
valuation: $98,950

owner: Keith Williams parcel: 27:009:0020 acreage: 53.16 acres
valuation: $1,351,040

owner: Keith Williams parcel: 27:012:0004 acreage: 10.00 acres
valuation: $245,900

owner: Keith Williams parcel: 27:012:0005 acreage: 10.00 acres
valuation: $245,850

owner: Kenneth Williams Prop. LC & Elden & Dolores Williams parcel: 27:012:0002 acreage: 20.00 acres
valuation: $486,600

owner: Utah Power & Light Company parcel: 27:005:0014 acreage: 4.16 acres
valuation: N/A

owner: Utah Power & Light Company parcel: 27:011:0012 acreage: 10.20 acres
valuation: N/A

owner: Utah Railway Company parcel: 27:009:0033 acreage: 0.20 acres
valuation: N/A

owner: Utah Railway Company parcel: 27:009:0034 acreage: 1.47 acres
valuation: N/A

owner: Monte C. and Pamela S. Bingham parcel: 46:416:0001 acreage: 11.57 acres
valuation: $457, 363

owner: Monte C. and Pamela S. Bingham parcel: 46:416:0002 acreage: 5.69 acres
valuation: $786, 723

owner: DF Adams Properties LLC parcel: 46:416:0004 acreage: 5.38 acres
valuation: $329, 087

owner: David & Michael Miner parcel: 27:005:0020 acreage: 29.94 acres
valuation: $654, 648

owner: Blake G. & Alysha H. Bowen parcel: 46:416:0003 acreage: 5.57 acres
valuation: $776, 675

submittal date: February 12, 2007

acceptance date: March 6, 2007

certification date: March 16, 2007

date of protest filed: none

Development Review Committee recommendation date: March 31, 2010

Planning Commission recommendation date:

City Council meeting date:

SECTION 3

In accordance with 15.3.08.030 (B) of the Municipal Code, the following items are addressed in Section 3 of the Annexation report:

1. **Whether the proposed property is within the Growth Management Boundary of the General Plan.**

   The proposed property is within the Growth Management Boundary of the General Plan.

2. **Present and proposed land use and zoning.**

   At present, there are dwellings and agricultural buildings in the annexation area. The area currently enjoys a Residential Agricultural zoning designation in Utah County. Spanish Fork City has designated the annexation area as Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre, and General Commercial on the General Plan. The zoning that most appropriately correlates to the General Plan is R-1-15, R-1-12, R-3 and C-2.

3. **Present and potential demand for various municipal services.**

   At present, there is no significant demand for municipal services. Perhaps the one exception is power. Should the annexation be approved, the few homes in the annexation area will be required to switch to Spanish Fork Power from the current provider, SESD.

   Given that the annexation proposal is accompanied by a development proposal, it is reasonable to assume that the status quo may change quickly and significantly once the subject properties are annexed. Assuming that 85 percent of the nearly 480 acres are developable and that the developable areas will be developed at an average density of 2.8 units per acre, 1,142 homes will be built in the proposed annexation area.

   The demand for municipal services will increase substantially when an additional 1,142 homes are constructed in this area. Perhaps the most significant impact will fall with the provision of public safety services. At an average household size of 3.59, which may be a low average due to the predominance of single-family dwellings in the proposed accompanying development, there will be 4,220 residents in the annexation area.

   Spanish Fork City strives to employ one police officer for every one thousand residents in the City. At that ratio, Spanish Fork City will need to hire no less than four additional police officers to maintain the City's level of service when the included properties are developed.

   Given the location of the annexed area, it is probable that an additional fire station will be needed to maintain a similar ISO rating for homes in the annexation area to what is currently enjoyed by other residents in the City. In recent years, the City purchased a site near the intersection of 2550 East and Highway 6 with the understanding that a satellite fire station may be constructed there. Attached to this report is a map that describes the situation of properties in the City relative to their ISO rating.

   The development of the annexation area will cause increased demand on the City's Parks and Recreation Program. While it is difficult to quantify what the increased demand might be, it is understood that Spanish Fork City's current level of service will only be maintained if additional staff are hired the serve to residents of the proposed annexation.

4. **Distances from existing utility lines, public schools, parks, and shopping areas.**

Detailed information is provided in Section 4 of this report relative to the proximity of the proposed annexation to utility lines. At present, the closest elementary school, Rees Elementary, is adjacent to the proposed annexation. The closest junior high is Diamond Fork which is 0.41 miles from the proposed annexation. Maple Mountain High School is adjacent to the proposed annexation. The closest existing shopping area of any substantial size is 0.52 miles from the proposed annexation.

5. Specific time tables for extension of services to the area and how these services would be financed.

It is anticipated that utility services shall be extended to the area as development occurs. As such, it is expected that the utilities shall be funded by property owners or the development community. All utility sizes will match Spanish Fork City Master Plans and/or meet the requirements and sizes approved by the Spanish Fork City Engineer. At present, the City has no plans to extend utilities to the area or to make upgrades to City facilities that would serve the Annexation Area.

6. Potential impact on existing and proposed streets.

The streets in the Northeast Bench Annexation area that need to be addressed during the annexation process are 400 North (State Road 147), 2550 East (Minor Arterial Road), the additional Minor Arterial Road extended from 2550 East and Slant Road (Collector 85' R.O.W.) extend to Mapleton City. These streets shall be designed to meet all requirements of the Transportation Master Plan and Construction Standards. Developers who construct streets larger than a Collector Street shall be eligible for a reimbursement for a portion of the street's construction cost. The eligible reimbursement would pay for cross section improvements that are not covered in a Collector Street. This cost is be paid by the City through the proposed streets impact fees. If a Transportation Impact Fee is not approved, funding for reimbursements may not be immediately available.

400 North

400 North is planned as an Urban Collector (UDOT Functional Classification). Any improvements to 400 North will require UDOT approval. It is proposed that approximately 1500 feet along the north side of 400 North shall be improved in the proposed Legacy Farms Development. All of said improvements to 400 North shall be funded by property owners or the development community.

2550 East

2550 East is planned to be a 98-foot right-of-way with a 16-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Minor Arterial). This street is not proposed to be improved with the proposed Legacy Farms Development. Any improvements of 2550 East shall be funded by property owners or the development community.

Minor Arterial

The continuation of 2550 East is planned to be a 98-foot right-of-way with a 16-foot median, a 10-foot trail and 6-foot masonry walls at property lines. This Minor Arterial shall be dedicated to Spanish Fork City with the proposed annexation. It is proposed that this Minor Arterial shall be improved from the intersection of 2550 East and 400 North to the North to a point that is just short of the existing railroad tracks past the last proposed intersection in the Legacy Farms Preliminary. All of said improvements of Minor Arterial Road will be funded by property owners or the development community.

Slant Road

Slant Road is planned to be an 85-foot right-of-way with a 13-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Collector Street). It is proposed in the Legacy Farms Development that this street shall be improved from the existing railroad tracks located along the boundary of Spanish Fork City to the intersection of the Minor Arterial as a Collector Street (approximately 700 feet). The remaining portion of Slant Road will be planned and modified into the proposed development as a Residential Local Road with a 60-foot right-of-way. All the said improvements on Slant Road will be funded by property owners or the development community.

7. The effect that the annexation will have upon City boundaries and whether the

annexation will create potential for islands,
or difficult service areas.

Relative to the annexation's configuration and the provision of City services, Spanish Fork City is currently providing services in the immediate vicinity and it is not anticipated that the annexation would create a difficult service area for the City or other service provider.

8. An estimate of potential revenue verses potential service costs.

As it is anticipated that the annexation area would be developed residentially, there will be little generated in terms of revenue for the City. Such a situation is common with residential development given that municipalities commonly use sales tax revenue to subsidize the provision of services to residential neighborhoods.

9. Requirements imposed by state law.

Staff is aware of no requirements imposed by State Law, aside from following the requisite procedure for annexation that would impact the annexation area.

SECTION 4

In order to evaluate the City's ability to provide municipal services to the proposed annexation, the following information is provided:

1. Conformity to Master Plans for public utilities and facilities.

Water
The culinary water system will need to be extended into and through the proposed annexation. The minimum size of any culinary waterline is to be 8". There are larger lines that are needed in the following streets and proposed developments:

400 North – 16" culinary waterline
2550 East – 18" culinary waterline
Slant Road – 14" culinary waterline

A 12" culinary waterline is to loop through development and tie into SR-51 as per the Culinary Water Master Plan.

As the area develops, all culinary waterlines are to be approved by the Spanish Fork City Engineering Department and will meet the current Spanish Fork City Master Plan. The City has adopted the policy that the City will cover the additional cost of water lines in excess of 12". The reimbursement cost is funded through impact fees.

All waterlines in the proposed annexation shall meet the current Spanish Fork City Culinary Water Master Plan and subject to approval by the Spanish Fork City Engineer.

Sewer
This annexation will be served by the existing Mapleton trunk line located through the annexation area. There will need to be a new sewer trunk line constructed from the Mapleton trunk line to the south throughout the Legacy Farms Development to the intersection of 400 North and Slant Road. This sewer trunk line will then extend along 400 North to the intersection of 2550 East 400 North, and then extend along 2550 East as per Spanish Fork City Master Plan. All other sewer lines to be a minimum of 8" in diameter and needs to be approved by the Spanish Fork City Engineering Department. The City has adopted the policy that the City will cover the additional cost of sewer lines in excess of 12". This cost is funded through impact fees.

All sewer lines in proposed annexation shall meet the current Spanish Fork City Master Plan and be subject to approval by the Spanish Fork City Engineering Department.

Storm Drain

The storm drain system in the proposed annexation will need to follow the Storm Drain Master Plan for the Northeast Bench. That plan calls for storm drain trunk lines in Minor Arterial Road and a storm drain line in 2550 East. These lines are part of the impact fee projects. Other lines will need to be built in the area and should be sized appropriately for the development(s) the line will serve. The detention requirements will need to be met by either providing the planned, off-site detention facilities, or by providing adequate detention facilities within the proposed annexation and development. These areas will need to be of sufficient width and depth to provide for the maintenance of the landscape and the requirements of the storm water. The construction of these facilities would not relieve the proposed development of this annexation from participating in the overall Northeast Bench Storm Drain Master Plan and paying the appropriate storm drain impact fees. Due to the fact that storm water flows downhill, the basin/ park areas will need to be placed in such locations as to allow for the storm water to enter the basin from the appropriate areas and also exit the basin into the storm drain outfall lines leading to Dry Creek. All storm water shall be designed according to Spanish Fork City Storm Water Drainage Design Manual.

The entire Northeast Bench area, not just this annexation, drains to the northwest. As the area continues to develop, there will be a point, at approximately the time when 50-55% of the land on the Northeast Bench is developed, that the lines that are outside of the Northeast Bench area will need to be constructed. This is similar to the scenario that took place on the Southeast Bench a few years ago. At that time, the developer and/or the City will need to construct the offsite lines to allow for the continued development of the area.

All storm drain lines and detention basins in the proposed annexation shall meet the current Spanish Fork City Master Plan and be subject to approval by the Spanish Fork City Engineering Department. The City has adopted the policy that the City will cover the additional cost of storm drain lines in excess of 18". This cost is funded through impact fees.

Pressurized Irrigation

The pressurized irrigation system will need to be extended into and through the proposed annexation. The minimum size of any pressurized irrigation line is to be 6". There are larger lines that are needed in the following streets:

400 North – 14" pressurized irrigation line
2550 East – 18" pressurized irrigation line
Slant Road – 12" pressurized irrigation line

A 12" pressurized irrigation line is to loop through the development and tie into SR-51 as per the Pressurized Irrigation Master Plan.

As the area develops, all pressurized irrigation lines to be approved by the Spanish Fork City Engineering Department and shall meet the current Spanish Fork City Pressurized Irrigation Master Plan. The City has adopted the policy that the City will cover the additional cost of pressurized irrigation lines in excess of 12". This cost is funded through impact fees.

All pressurized irrigation lines in proposed annexation shall meet the current Spanish Fork City Master Plan and subject to approval by the Spanish Fork City Engineer.

Streets

The streets in the Northeast Bench Annexation area that need to be addressed during the annexation process are 400 North (State Road 147), 2550 East (Minor Arterial Road) the Minor Arterial Road extended from 2550 East, and Slant Road (Collector 85' R.O.W.) extended to Mapleton City. These streets shall be designed to meet all requirements of the Transportation Master Plan.

400 North

400 North is planned as an Urban Collector (UDOT Functional Classification). Any improvements to 400 North will require UDOT approval. It is proposed that approximately 1500-feet along the North side of 400 North shall be improved in the proposed Legacy Farms Development. All of said improvements to 400 North shall be funded by property owners or the development community.

2550 East

2550 East is planned to be a 98-foot right-of-way with a 16-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Minor Arterial). This street is not proposed to be improved with the proposed Legacy Farms Development. Any improvements of 2550 East shall be funded by property owners or the development community.

Minor Arterial Road

The Minor Arterial Road extension of 2550 East is planned to be a 98-foot right-of-way with a 16-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Minor Arterial). The Minor Arterial Road shall be dedicated to Spanish Fork City with the proposed annexation. It is proposed that the Minor Arterial Road shall be improved from the intersection of 2550 East 400 North to the North approximately 5000 feet, just short of the existing railroad tracks past the last proposed intersection as shown in the Legacy Farms Preliminary. All of said improvements of the Minor Arterial Road will be funded by property owners or the development community.

Slant Road

Slant Road is planned to be an 85-foot right-of-way with a 13-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Collector Street). It is proposed in the Legacy Farms Development that this street shall be improved from the existing railroad tracks located along the boundary of Spanish Fork City to the intersection of the Minor Arterial Road as a Collector Street (approximately 700 feet). The remaining portion of Slant Road will be designed as a Residential Local Road with a 60-foot right-of-way. All of said improvements of Slant Road will be funded by property owners or the development community.

Any and all improvements to proposed and existing streets (including landscaping) shall be funded by property owners or the development community.

All streets in proposed annexation shall meet the current Spanish Fork City Master Plan and subject to approval by the Spanish Fork City Engineering Department.

Surface Irrigation

The East Bench Irrigation Company has existing ditches that run through the proposed annexation and continue beyond the proposed annexation and City boundary to existing users. Existing ditches in the area will need to be piped or abandoned as the area develops. This work will need to be coordinated and approved by the East Bench Irrigation Company along with the Spanish Fork City Engineering Department.

Parks and Trails

Improvements in the Annexation area are required to meet the City's needs for parks and recreation facilities. It is anticipated that neighborhood parks will be included in individual development proposals.

Power

This area is being serviced by SUVSD; the City has no power utilities in the area at this time. There will need to be a buy out of a SUVSD line and their customers in this area. There is a 46KV SUVPS line that runs through this area and easements and right-of-ways need to be addressed.

With the present loading of the City's current substations and the commissioning of the Maple Mountain Substation Spanish Fork City has the capacity available on the system to supply the area for the foreseen growth as long as the following infrastructure is put into place. On 400 North the 200 amp feeder will need to be extended along 400 North to the annexed area. The 600 amp line on the west side of 2550 East needs to be put into service this area after the first 100 lots have been developed. A 600 amp feeder along the east side of 2500 East from Maple Mountain Substation to the annexed area will need to be installed when 200 lots are developed in order to handle the increased growth in the area. The developer will be responsible for all electrical utility improvements and cost accrued by them at a 200 amp rate. All cost accrued for increasing the capacity from 200 amp to 600 amp will be paid for by the City out of monies collected in impact fees. If adequate funding from impact fees is not available at time of improvement the developer would need to front all costs understanding that the City would reimburse for added cost when funds became available or the development would be at the decision of the developer put on hold until funds became available in the impact fee budget. Lastly, we need to obtain land and easements and right-of-ways for the power lines needed to feed power to this area along both the east and west sides of 2550 East and along the south side of 400 North. All power utilities will be required to be installed underground.

Communications
It is expected that all communications facilities will be installed at the time of development according to City standards. The specific design will be completed with the electrical design.

Gas
Natural Gas is available in the immediate vicinity. Questar Gas is the service provider.

2. Presence of unique utility/facility needs or requirements.

The only substantial unique facility involved with the properties in the annexation area is a needed crossing of railroad tracks located along the western boundary of the annexation. These tracks would be crossed with the five-lane Minor Arterial Road that will connect State Road 51 with 2550 East. It is understood that this crossing must be completed at some future point in order to avoid the deteriorization of the system's service to an unacceptable level.

At present, Spanish Fork City is pursuing the concept of constructing an at-grade crossing in the vicinity of 1500 North. Staff understands that the prospect of constructing an at-grade crossing is contingent upon receiving approval from the Union Pacific Railroad. Staff also understands that Union Pacific may not cooperate to permit the construction of an at-grade crossing. Should that occur, it may be necessary to construct a bridge. While the construction of a bridge would offer some advantages in terms of traffic movement, staff is pursuing the at-grade option as it would likely be much less expensive to construct. Spanish Fork's Engineering Department estimates that an at-grade crossing could be constructed for $1.5 million, while a bridge would cost more than $6 million.

3. Presence of irrigation or other ditches and related facilities.

Aside from what has already been described in this report, there are no noteworthy ditches or irrigation facilities.

4. Public Safety evaluation.

Spanish Fork City strives to employ one police officer for every one thousand residents in the City. At that ratio, Spanish Fork City will need to hire no less than four additional police officers to maintain the City's level of service when the included properties are developed.

Given the location of the annexed area, it is probable that an additional fire station will be needed to maintain a similar ISO rating for homes in the annexation area as what is currently enjoyed by other residents in the City. In recent years, the City purchased a site near the intersection of 2550 East and Highway 6 with the understanding that a satellite fire station may be constructed there. Attached to this report is a map that describes the situation of properties in the City relative to their ISO rating.

5. Presence of Sensitive Lands or Watershed Protection issues.

There are ten acres in the annexation that are known to be wetlands. It is currently contemplated that those ten acres will be preserved as some type of a park facility. Aside from that property, Spanish Fork City is not aware of any other wetlands in the annexation area.

There are no municipal wells or other facilities in the area that could be adversely impacted by development in the annexation area.

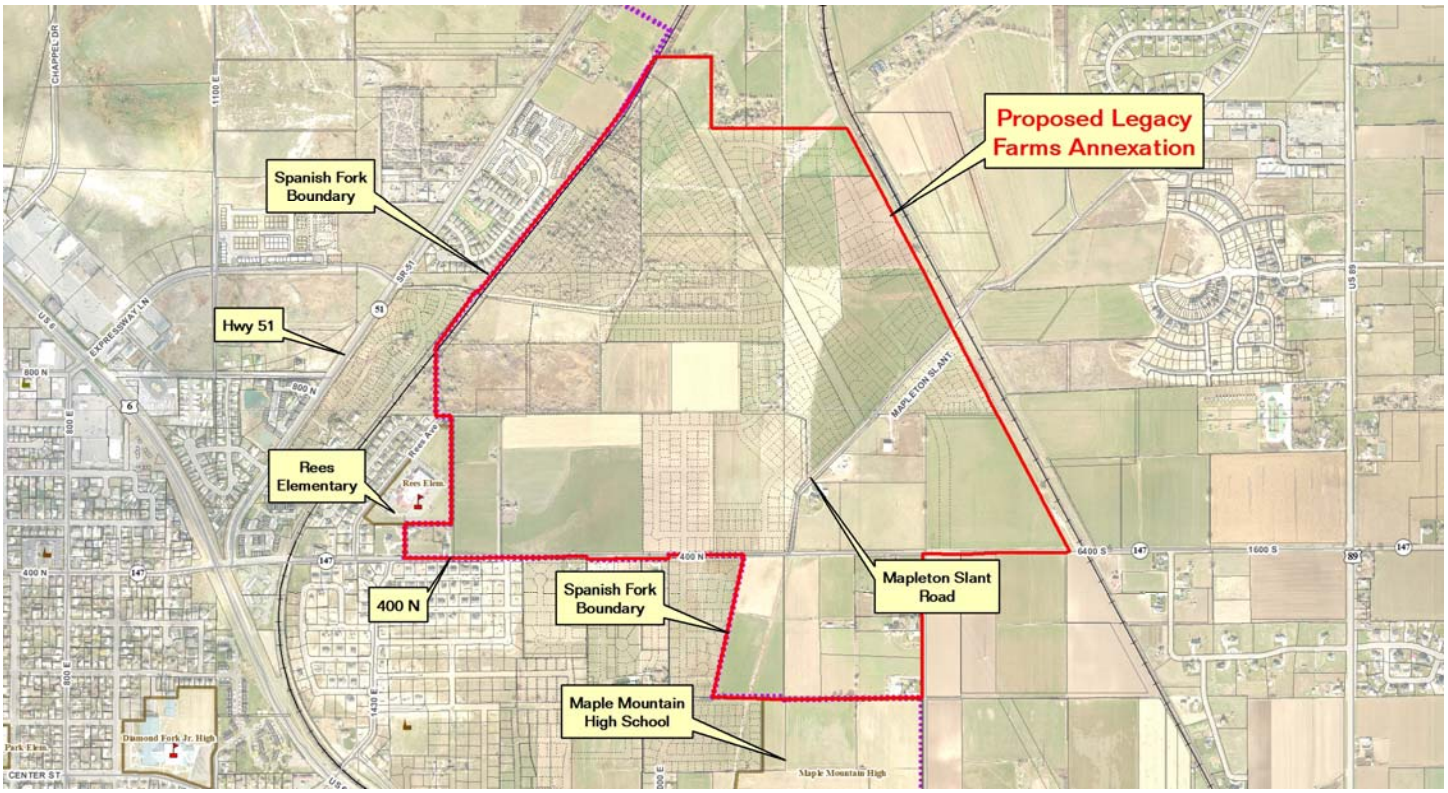
6. Concept Plan's conformity with proposed zoning.

It is proposed that a Preliminary Plat will be approved shortly after the annexation is approved. The proposed Preliminary Plat would conform to the assignment of R-3, R-1-12, R-1-15 and Commercial 2 zoning. The remaining properties in the annexation would be zoned Rural Residential and Commercial 2 with the understanding that the Rural Residential zoning would likely be changed, in accordance with the General Plan, when the property owners are ready to submit a specific development proposal.

The assignment of R-3, R-1-12, R-1-15 and Commercial 2 zoning would conform to the General Plan designations for the annexation area. Those General Plan designations include Residential 5.5 to 8 units per acre, Residential 2.5 to 3.5 units per acre, Residential 1.5 to 2.5 units per acre and General Commercial.

7. Annexation Agreement.

A draft copy of the Annexation Agreement accompanies or will accompany this report.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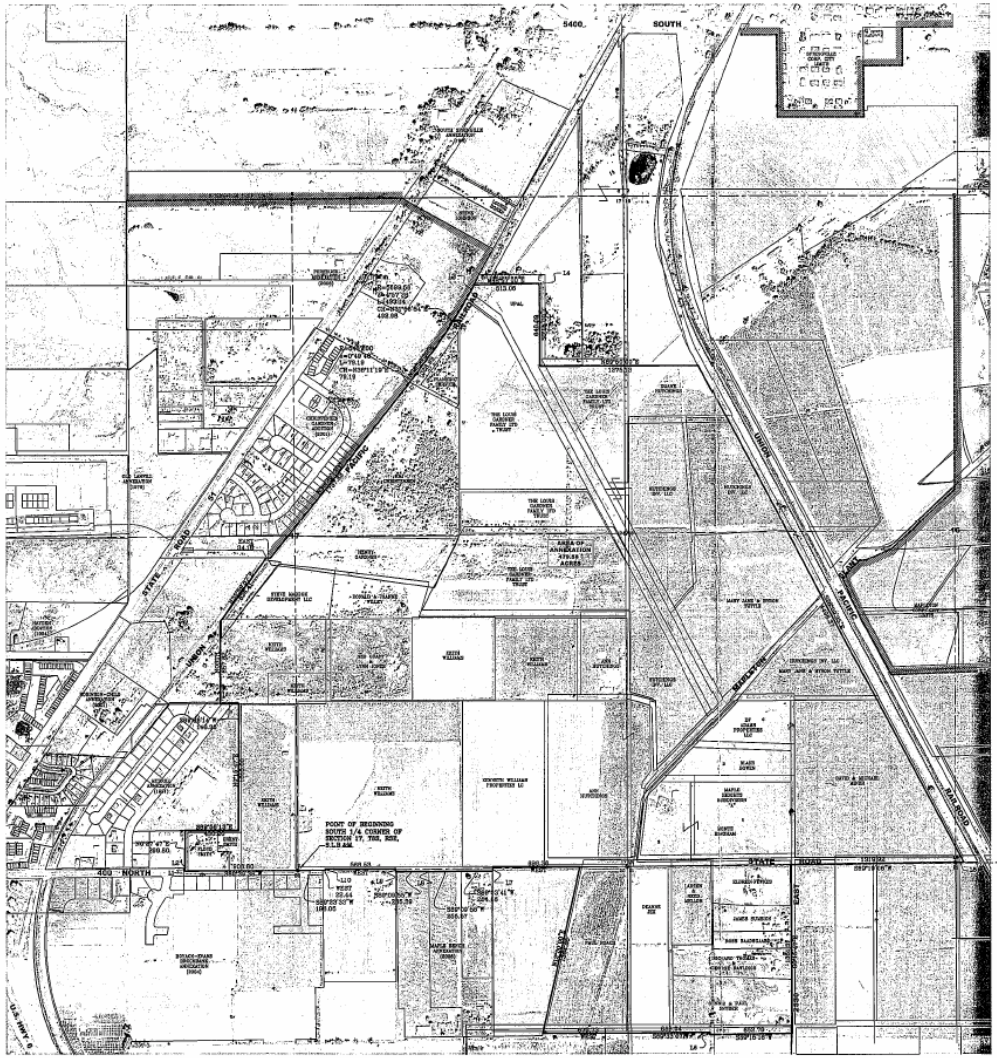


SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO _____ SPANISH FORK _____ CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EXISTING SPANISH FORK CITY BOUNDARY LINE, SAID POINT BEING AT THE SOUTH 1/4 CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 2 EAST S.L.B.& M. THENCE ALONG THE FOLLOWING COURSES & DISTANCES:

COURSE	DISTANCE	REMARKS
S89°37'00"W	909.90	
N0°37'10"E	99.60	
S89°49'50"E	0.83	
N0°37'10"E	390.30	
S89°50'00"E	430.00	
N0°46'47"E	1,010.00	
S89°38'14"W	142.00	
N0°37'10"E	507.31	
N89°50'00"E	835.41	
EAST	34.16	
N0°37'10"E	1,737.53	
ARCS OF ARC	L=79.19	R=1467.00 A=2°46'46" CH=N87°13'2"E 79.18
N88°30'00"E	358.60	
ARCS OF ARC	L=403.14	R=1995.00 A=11°57'18" CH=N83°30'00"E 402.28
N88°16'00"E	69.93	
N88°30'00"E	613.64	
S87°44'00"E	63.38	
S0°10'00"E	845.68	
S89°50'00"E	1,279.13	
S89°06'38"E	4,408.37	
S87°32'14"W	58.17	
S89°50'00"W	19.82	
S0°10'47"E	1391.31	
S89°21'11"E	652.70	
S0°42'44"E	16.00	
S89°32'07"E	852.64	
WEST	678.72	
N0°30'00"E	1384.00	
WEST	848.00	
S0°11'00"W	39.48	
S89°32'41"W	264.66	
S89°32'00"W	652.07	
N0°38'00"E	9.00	
S89°32'00"W	661.32	
N0°10'00"W	58.97	
WEST	848.53	
N0°10'00"W	11.98	
WEST	55.44	
S89°37'00"W	198.05	TO THE POINT OF BEGINNING

CONTAINS: 470.58 ACRES

DENNIS P. CARLISLE
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 176975

DATE

SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, _____ HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF _____ _____ AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH BOUNDARY COMMISSION ACT (1979) (10-1-04 & 10-8-401 THRU 423 (AS REVISED) AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE

_____

DATED THIS _____ DAY OF _____

_____ _____

_____ _____

_____ _____

ANNEXATION.

ATTEST: _____

RECORDER

RECORDER'S SEAL

ANNEXATION PLAT

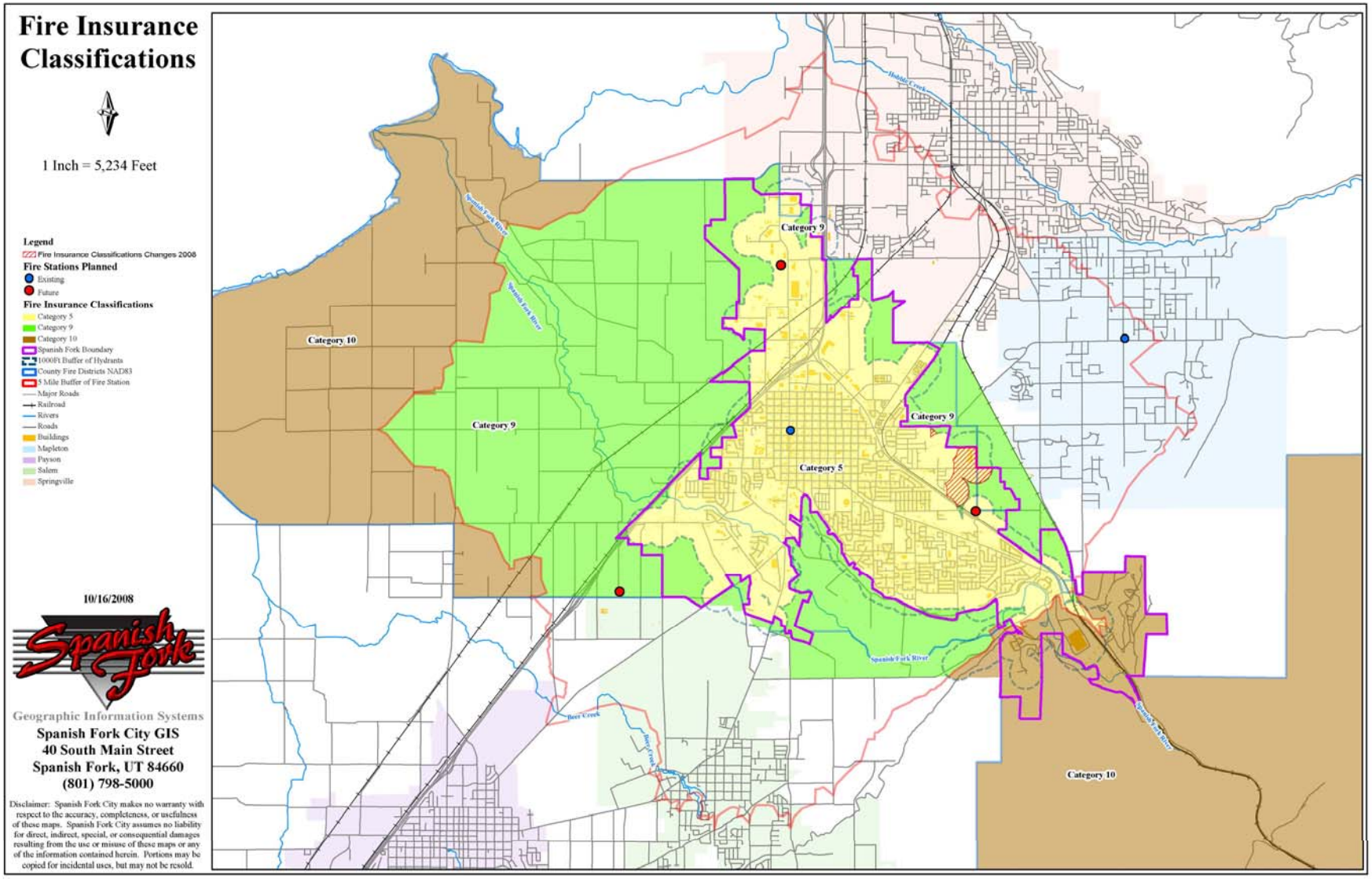
NORTHEAST BENCH ADDITION

SPANISH FORK _____ UTAH COUNTY, UTAH

SCALE: 1" = 400 FEET

LINE TABLE		
L1	N0°37'10"E	25.93
L2	N89°49'50"E	0.10
L3	N89°13'00"E	50.80
L4	S87°45'00"E	59.00
L5	S89°33'11"W	63.12
L6	N0°47'49"W	18.80
L7	N0°31'11"W	35.48
L8	N0°38'00"W	3.02
L9	N0°10'00"W	25.97
L10	N1°00'00"W	11.86

Consulting Engineers and Surveyors, Inc.
350S No. Main St.
Spanish Fork, UT 84660
801-798-0555
Fax 801-798-0398


Fire Insurance Classifications
1 Inch = 5,234 Feet
Legend
Fire Insurance Classifications Changes 2008
Fire Stations Planned
Existing
Future
Fire Insurance Classifications
Category 5
Category 9
Category 10
Spanish Fork Boundary
1000Ft Buffer of Hydrants
County Fire Districts NAD83
5 Mile Buffer of Fire Station
Major Roads
Railroad
Rivers
Roads
Buildings
Mapleton
Payson
Salem
Springville
10/16/2008
Spanish Fork
Geographic Information Systems
Spanish Fork City GIS
40 South Main Street
Spanish Fork, UT 84660
(801) 798-5000
Disclaimer: Spanish Fork City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Spanish Fork City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.
Category 10
Category 9
Category 9
Category 9
Category 5
Category 10
Spanish Fork River
Spanish Fork River
Spanish Fork River
Spanish Fork River
Hobble Creek
Beer Creek
Beer Creek

ANNEXATION AGREEMENT FOR THE NORTHEAST BENCH ANNEXATION

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the _____ day of April, 2010 by and between Legacy Farms at Spanish Fork, LLC, David Miner, and Michael Miner (hereinafter Developer) and Spanish Fork City, (hereinafter City), (together, the "Parties").

RECITALS

A. WHEREAS, property owners have filed a Petition with City (the Petition), formally requesting the annexation of approximately 479.58 acres of property north and south of 400 North between approximately 1600 East and 2800 East (hereinafter collectively referred to as the "Annexed Area"), which Property is more particularly described in Exhibit A; and

B. WHEREAS, Developer owns or has interests in approximately 270.7 acres of real property within the Annexed Area (the Project Area), which area is described in Exhibit B; and

C. WHEREAS, the Annexed Property includes approximately 208.88 acres of property outside the Project Area, which is owned by other private landowners and is not subject to this agreement; and

D. WHEREAS, the Parties intend to enter into this Agreement to allow Developer and City to agree on issues such as land use density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Project Area. This process will lead to an attractive community that functions in a way that will add quality of life to future residents while allowing City to provide municipal services in a cost effective and efficient manner and in accordance with the Spanish Fork City General Comprehensive Plan, applicable zoning ordinances, and the Development Standards of City; and

E. WHEREAS, approval of this annexation agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances. Developer expressly acknowledges that nothing in this agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Land Use Ordinance (Spanish Fork Municipal Code, Title 15) in effect on the date a complete application is properly submitted. Certain other terms and phrases are referenced below. In the event of a conflict in definitions, that definition which provides the most restrictive development latitude shall prevail.

1.1 **Annexed Area** means 479.58 acres being annexed into Spanish Fork City, known as the Northeast Bench Annexation.

1.2 **Buildout** means the completion of all of the development of the land in the Project Area in accordance with this Agreement.

1.3 **City** means Spanish Fork City, Utah. In certain contexts, City may mean a representative authorized by position or the City council to make a decision.

1.4 Construction Standards means the standards set forth in policy 39

1.5 Development Standards means those standards set forth in Title 15 of the Spanish Fork Municipal Code.

1.6 **Developer** means Legacy Farms at Spanish Fork, LLC, David Miner, and Michael Miner.

1.7 **Project Owners** means the owners of property within the Project Area, or any part thereof, as indicated on the records of the Utah County Recorder. This term also incorporates successors or assigns to whom the rights and responsibilities of this agreement have been transferred.

1.8 **Property Owners** means the owner(s) of the property within the Annexed Area, or any part thereof, as indicated on the records of the Utah County Recorder.

1.9 **Project Area** means the property within the Annexed Area owned or controlled by Developer.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Developer

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Project Area, Developer accepts and agrees to comply with the impact, connection, and building fees of City in effect at the time of assessment. City agrees and represents that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Developer acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Developer agrees not to challenge, contest or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 **Construction Mitigation.** Developer shall provide the following measures, all to the reasonable satisfaction of City, to mitigate the impact of construction within Project Area. Developer shall also adhere to the usual construction impact mitigation measures required by City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any final plat:

A. Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements;

B. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

C. Construction traffic routing plan to minimize traffic impacts on Spanish Fork City and residential areas as approved by City; and

2.1.3 **Subsequent Applications Under Future Development Code**. Without waiving any rights granted by this Agreement, Developer may choose to submit a preliminary plat for some or all of Developer's properties. Development Standards existing at the time of each final plat shall be followed for that plat. In the event an application or plat expires, the version of the Development Standards existing at the time of re-application shall apply.

2.1.4 **Phasing Plan and Escrow Agreement.** Developer shall provide the infrastructure, open space, or other amenities as noted in the Phasing Plan, attached hereto as Exhibit C and incorporated herein by this reference, at the time sequencing set forth in said Plan. In order to guarantee to City that all of the infrastructure/open space/amenities are installed in a timely manner, Developer shall create an escrow account at a financial institution located in Spanish Fork, Utah. For each lot sold within the development, the initial amount

of $6,500.00 shall be collected and placed in the Escrow Account. Funds may be withdrawn to pay for the infrastructure/open space/amenities. The City Engineer shall be required to approve any withdrawal from the Escrow Account and his/her signature shall be required on all checks, or other forms of withdrawal. Developer shall conduct a cost estimate of the required infrastructure/open space/amenities with each final plat and the amount required to be collected from each lot for deposit into escrow may be modified at that time.

2.2 **General Rights and Responsibilities of the City**

2.2.1 **Reserved Legislative Powers**. This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards, or rules regulating development or zoning.

2.2.2 **Compliance with City Requirements and Standards**. Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans for the Project Area in effect at the time of development approval, or re-approval in the event of expiration, including the payment of required fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of City.

2.3 **Recording.** City or Developer may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 **Municipal Utilities**

3.1.1 **Obligations of Developer.**

3.1.1.1 **Installation and Design Criteria.** City provides the following utilities, which need to be brought to the Project by Developer, at no cost to City: Electric Power, Telecommunications, Culinary Water, Pressurized Irrigation Water, Sewer, and Storm Drain. Developer shall design, build and dedicate to City adequate delivery systems for each of these utilities according to City specifications and standards including all distribution lines, conduit, street lights, valving, fire hydrants, meters, and other required services to meet the needs for the Project Area. Improvements shall be upsized at the direction of the City Engineer to meet future needs of City utilities. Reimbursement for upsizing is set forth in the next section, under Obligations of City. All facilities necessary to provide adequate utility services installed by Developer within the Project Area, upon acceptance by the City, shall be owned, operated, and maintained by City, provided that any warranty periods as established by City ordinance or Development Standards shall be the responsibility of Developer. Developer or its successors or assigns shall be responsible for such infrastructure until such time as City accepts the improvements.

3.1.1.2. **Utility Capacities.** Developer acknowledges and understands that City does not reserve utility or other infrastructure (such as streets) capacity until a final plat is submitted. Developer agrees that it is not vested with utility or infrastructure capacity until a final plat is submitted and that City may decline to approve any plat submitted if it determines that capacities do not exist. Developer acknowledges and understands that utility and infrastructure capacity is determined on a first come basis, based upon the submission of a final plat.

3.1.1.3 **Easements.** Developer shall obtain and grant to City, at no cost to City, all easements necessary for the installation, operation, maintenance, and replacement of all City utilities, located within or without the Project Area as City determines to be necessary to adequately and properly serve the Project Area.

3.1.1.4 **Master Plan Utility Infrastructure Sizing.** Developer shall design, build and dedicate to City the utility infrastructure according to utility master plans and City Construction Standards. The timing of construction shall be dependent on project phasing and necessary sizing requirements to meet the standards of service at a level generally provided to other areas of the City and as determined by the City Engineer.

3.1.1.5 **Satisfaction of Water Rights Requirement.** Developer hereby asserts that it has read and is familiar with Spanish Fork Municipal Code §15.4.16.080 and hereby agrees that prior to either recording of a final plat for, or issuance of a building permit on, any parcel of property that is included in the Project Area,

the owner of the subject parcel shall dedicate water rights to City, or otherwise comply with the provisions of the City Code. City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

3.1.1.6 **Irrigation Companies.** Developer shall coordinate with the East Bench Irrigation Company, and any other irrigation companies delivering water to or through the Annexed Area, to assure the delivery of irrigation water to agricultural users is not disrupted during construction or development of the Project Area. Developer shall meet irrigation company standards (so long as they are constitutionally permissible) for the relocation, lining, fencing, or piping of any ditch within the Project Area, or which is impacted by development within the Project Area.

3.1.1.7 **SESD**. Developer shall be obligated to buy out SESD electrical facilities which may exist in the Annexed Area. This shall be accomplished prior to recording of the Annexation ordinance. A letter from SESD, indicating payment for the facilities has been received, shall accompany the annexation mylar.

3.1.1.8 **Rocky Mountain Power**. Developer shall obtain, from Rocky Mountain Power, all of the easements and rights-of-way necessary to cross its property with streets and utilities in the locations shown on the Preliminary Plat and Phasing Plan (Exhibit C).

3.1.2 **Obligations of City.**

3.1.2.1 **City Service Obligations**. Upon the dedication and acceptance by City of the utility infrastructure, satisfaction of the water rights requirements (as outlined in section 3.1.1.5), and payment of impact fees, connection fees, and any other applicable fees by Developer, City shall provide all of the Project Area served by such infrastructure with utility service at a level generally provided to other areas of the City.

3.1.2.2 **Reimbursement.** The cost of the culinary water, pressurized irrigation water, electric power, storm drain, sewer, or streets infrastructure, except as set forth hereafter, shall be borne by Developer without reimbursement. Partial reimbursement for the costs, above the minimum line sizes required by City's Development Standards to service the Project Area, for the culinary water, pressurized irrigation water, and sewer lines shall be made to Developer. The minimum sizes required to service the Project Area will be determined by the City Engineer at the time of final plat approval, when all grades and other factors which affect size are fully known. These reimbursements shall come from impact fees. A separate development agreement shall be entered when the actual cost of those improvements is known. Reimbursement shall be on a pro-rata basis, based upon the impact fee analysis for the applicable utility, and as determined by the City Engineer. If impact fees have not been adopted, or the amounts collected are inadequate to repay, Developer may proceed at its risk, or may elect to wait until impact fees are adopted and/or adequate. Developer acknowledges that there are currently no streets impact fees, nor impact fees calculated to reimburse for electric improvements above 200 amp service.

3.1.2.2 **Utility Capacity.** City will provide utilities to the Annexed Area, consistent with Developer's obligations as set forth in this Agreement. When a particular utility reaches seventy percent (70%) of capacity, City will may plan for expansion. City may later stop development activity if continued growth threatens available capacities, until capacity is available or other suitable interim solution is in place. City shall be the sole judge of its available capacities to serve vested units. Units are available on a first come, first served basis and shall vest when a final plat is approved, bonded for, and the plat recorded with the Utah County Recorder. City shall be the sole judge to determine if other interim solutions are suitable.

3.2 **Transportation and Pedestrian Improvements**

3.2.1 **Developer Obligations.** Developer agrees to provide the following transportation and traffic mitigation measures which are intended to reduce the traffic impact anticipated by the Project.

3.2.1.1 **Street Dedication and Improvements.** Developer agrees that dedication of a ninety-eight (98) road right-of-way shall be granted prior to annexation from the Union Pacific Railroad tracks to the proposed future location of the intersection of 2550 East and 400 North. The exact location shall be designated by the City Engineer. Owner may continue to use the property so dedicated for agricultural uses until development

of any segment of the road is required by the Phasing Plan. Upon the first development with frontage along the designated roadway, Developer shall construct a ninety-eight (98) foot roadway in the dedicated right-of-way from 400 North to and through the parcel being developed, including the required landscaping, as shown in City Construction Standards. Developer shall be obligated to construct the full roadway for the ninety-eight (98) foot right-of-way, based on the Phasing Plan. Construction shall be in accordance with City's Construction Standards. City will reimburse Developer, from streets impact fees, the cost difference between the ninety-eight foot street cross section and an eighty-five foot street cross section. Developer acknowledges that there are currently no streets impact fees. Developer may proceed at its risk that it may not be reimbursed, or may elect to wait until impact fees are adopted. Developer shall reimburse City the sum of $2,352.00, which was paid to Horrocks Engineering, to review Developer's traffic impact analysis.

3.2.1.2 **Interior Roads**. Developer shall design, build and dedicate collector class roads in accordance with City's transportation master plan. Any such roads shall be of a minimum right-of-way width of eighty-five (85) feet and shall include landscaping in accordance with the Construction Standards. All remaining interior roadways shall be local class roads of a minimum right-of-way width of either sixty (60) or fifty-four (54) feet, based on City's transportation plan. The timing of construction shall be based on the Phasing Plan and necessary roadway and access requirements to meet the standards of service at a level generally provided to other areas of City, as determined by City.

3.2.1.3 **Exterior Roads.** The Developer shall design and build, at no cost to City, roadways connecting the collector class roadways referred to in paragraph 3.2.1.2 to existing roadways in order to maintain acceptable levels of service on the City transportation system, and as approved by the City Engineer. The construction of all roads shall comply with the Construction Standards at the time construction is commenced. The roads shall be constructed so as to provide adequate ingress and egress to the Project Area, in accordance with the Phasing Plan. Developer shall be responsible to obtain the necessary rights-of-way within which the road is to be built. If the transportation system fails, City will not allow any more development until the failure is corrected. Vesting occurs on a first come, first served basis, based upon the recording of a final plat.

3.2.1.4 **Open Space and Recreation Amenities.** Developer shall dedicate open space, as shown on the preliminary plat and Phasing Plan, attached hereto as Exhibit C, at the time of annexation. Developer shall construct open space improvements in accordance with the Phasing Plan, at its sole expense. The improvements to be constructed are set forth in the Phasing Plan.

3.3 **City Obligations.**

3.3.1 **Dedication.** City shall accept the dedication and maintenance of all streets, trails and open spaces in the Project Area, so long as such streets, trails, and open spaces are constructed to City specifications and standards, and are dedicated free of all liens and encumbrances, provided that any warranty periods as established by City ordinance or Construction and Development Standards shall be the responsibility of Developer.

3.3.2 **Bonus Density**. City will grant bonus density for dedication and construction of open space if Developer elects to develop under City's master planned development ordinance. The amount of density bonus shall be in accordance with the master planned development ordinance.

SECTION IV. ZONING

4.1 **Master Planned Development and Underlying Zoning.** Developer desires to provide amenities and obtain bonus densities based upon a Master Planned Development as contemplated by Spanish Fork Municipal Code §15.3.24.030. Based upon the limiting factor of sewer capacity for the northeast bench, the underlying zoning and Comprehensive General Plan, and the Preliminary Plat and Phasing Plan (Exhibit C), Developer is entitled to eight hundred fifteen (815) units. Nothing herein shall be construed to limit the ability of the City Council from exercising its police powers to enact zoning ordinances, some of which may affect the Project Area.

SECTION IV. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title, or which would apply to Developer through whom the interest was acquired. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

5.2 **Transfer of Property.** Developer shall have the right, with City's consent, to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof, except as specifically set forth below. City may not unreasonably withhold its consent to such assignment. Developer shall provide written notice of any proposed or completed assignment or transfer. Unless City objects in writing within thirty (30) days, City shall be deemed to have approved of and consented to the assignment. In the event of an assignment, the transferee shall succeed to all of Developer's rights under this Agreement. Notwithstanding the foregoing, Developer's selling or conveying individual lots or parcels of land to builders, individuals or other Developers shall not be deemed to be an assignment subject to the above requirement for approval unless specifically designated as an assignment by Developer.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Project Area is a private development; (ii) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among City and Developer.

5.4 **Consent**. In the event this Agreement provides for consent from City or Developer, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed.

5.5 **Legal Challenges.** In the event that any person challenges this Agreement or the development contemplated herein, Developer agrees to accept responsibility for all legal fees, including attorneys fees, expert witness expenses, and/or court costs incurred by City in defending this Agreement, upon presentation to Developer of an itemized list of costs, expenses, and fees. City shall not be required to make any reimbursements contemplated herein if the source of funds for such reimbursements are held invalid, illegal, void, or otherwise unenforceable.

SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Exhibits and Headings.** All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions, but are not to be considered part of the contract provisions.

6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

6.3 **Severability**. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents, and Acts**. Each of the Parties agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

6.6 **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be

assigned by the Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

6.7 **Governing Law, and Dispute Resolution, and Attorney's Fees**. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 **Mediation.** Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys fees and costs incurred in said action.

6.7.2 **Default Litigation.** If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.8 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:
SPANISH FORK CITY
Attn: City Manager
40 S. Main St.
Spanish Fork, Utah 84660

With a copy to:
S. Junior Baker
Spanish Fork City Attorney
40 S. Main
Spanish Fork, Utah 84660

If to Developer to:
Legacy Farms at Spanish Fork, LLC

With a copy to :
LEI Consulting Engineers & Surveyors
Attn: Greg Magleby
3302 N. Main
Spanish Fork, Utah 84660

6.9 **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Legal description and map of the Annexed Area
Exhibit B	Legal description and map of the Project Area
Exhibit C	Preliminary Plat and Phasing Plan

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by Spanish Fork City, acting by and through its City Council as of the ____ day of _____, 2010.

SPANISH FORK CITY by:

_____
G. Wayne Andersen, Mayor

ATTEST:

_____
Kimberly Robinson, City Recorder

Legacy Farms at Spanish Fork, LLC by:

_____
Duane Hutchings, Manager

MAP AMENDMENT

REPORT TO THE PLANNING COMMISSION
BRAD FILLMORE ZONING MAP AMENDMENT APPROVAL REQUEST

Agenda Date: April 7, 2010.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee.

Request: Brad Fillmore is requesting that the R-1-9 Zone be changed to R-1-6 for an accessory apartment to be allowed.

Zoning: R-1-9 existing, R-1-6 requested.

General Plan: 3.5-4.5 U/A.

Project Size: 0.23 acres.

Number of lots: 1.

Location: 1968 East 1200 South.

Background Discussion

Brad Fillmore is requesting that the R-1-9 Zone be changed to R-1-6 in order to allow him to utilize an accessory apartment located at 1968 East 1200 South.

Mr. Fillmore has submitted a letter and other materials that accompany this report.

Development Review Committee

The Development Review Committee reviewed this request in their March 10, 2010 meeting and recommended that it be denied. Minutes from that meeting read as follows:

Brad Fillmore Zone Change
Applicant: Brad Fillmore
General Plan: Residential 3.5 to 4.5 units per acre
Zoning: R-1-9 existing, R-1-6 proposed
Location: 1968 East 1200 South

Mr. Anderson explained that the proposal was for an accessory apartment and that accessory apartments are not allowed in our R-1-9 zone.

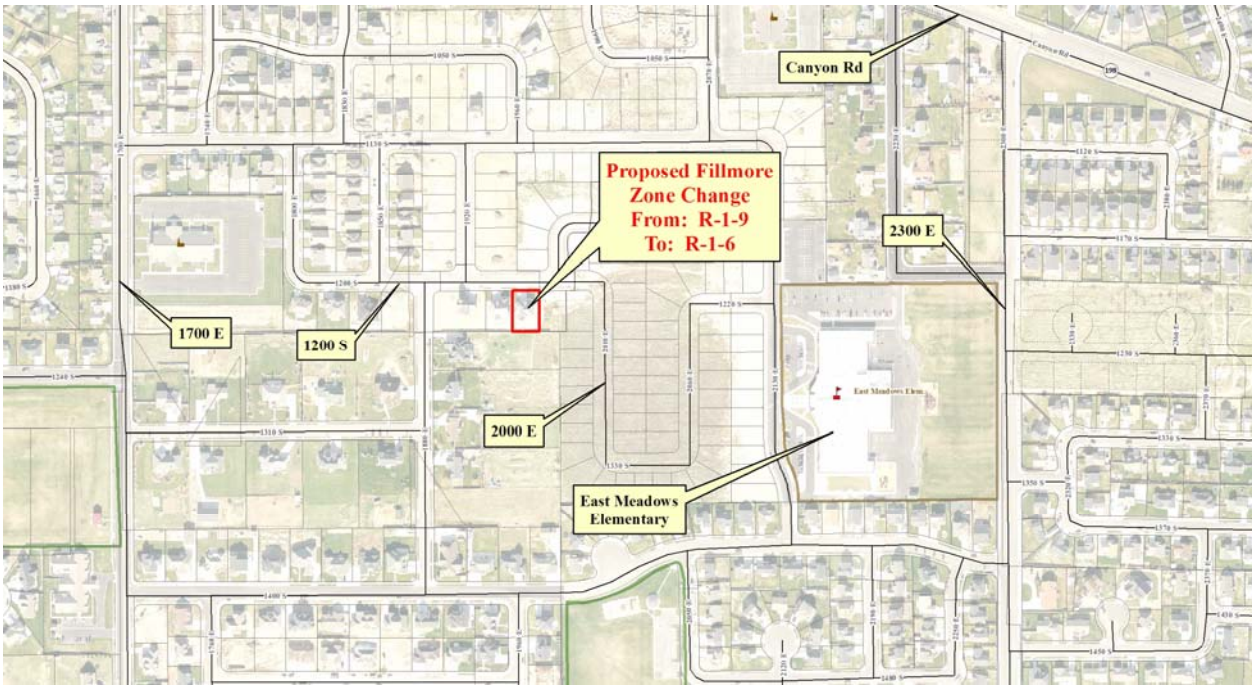
Mr. Baker **moved** to recommend **denial** of the Brad Fillmore Zone Change. Mr. Thompson **seconded** and the motion **passed** all in favor.

Budgetary Impact

There is no immediate budgetary impact anticipated with the approval of this plat.

Recommendation

Staff recommends that the proposed Zone Change be denied.


Canyon Rd
Proposed Fillmore
Zone Change
From: R-1-9
To: R-1-6
2300 E
1700 E
1200 S
2000 E
East Meadows
Elementary

March 3, 2010

To Whom It May Concern:

We are requesting that our property at 1968 East 1200 South be rezoned from an R-1-9 zone to an R-1-6 zone in order to maintain a legal accessory apartment in the basement.

As we were shopping for homes in the Spanish Fork area, we made a point of looking for homes with a mother-in-law apartment. My father's health had been deteriorating rapidly and we had expected that he would be moving into our home in the near future. We continued our search for homes with mother-in-law apartments throughout the city but eventually decided to move into our current home and build our own apartment. Our plan was that the rent my father is currently paying would help supplement our mortgage when he moved in with us.

Since purchasing the home, my father has changed his mind and decided he does not want to leave his current residence in Orem. His decision to stay has left us in a difficult financial situation. We are no longer in a position to handle our mortgage payment. Renting the basement, for the time being, is our best option of maintaining the home.

Some alternatives exist, such as a short sale, foreclosure, or possibly renting the entire home. However, these alternatives are less preferable not only to us, but to our neighbors as well. By keeping the home owner occupied, we preserve "pride of ownership," and help maintain property values in the area. Additionally, we strive to be conscientious neighbors. Those that know us know that we are careful and considerate members of the neighborhood. We have talked with our neighbors within a block radius of our home and 100% of those we were able to contact are in support of the proposed rezoning. (Please see enclosed petition* and map)

Entrance to the apartment is in the back of the home, which backs up to five acres of open land. It is a small one bedroom apartment and would only allow for 1 to 2 occupants. Occupants would be well-screened. Parking is provided to the side of the home; occupants would only park in provided parking and would be asked to keep cars off of the street. We believe the proposed rezoning would not affect the quality of life for anyone in the neighborhood. At the same time, it would make a significant difference for our family, keeping us in a home and neighborhood we love.

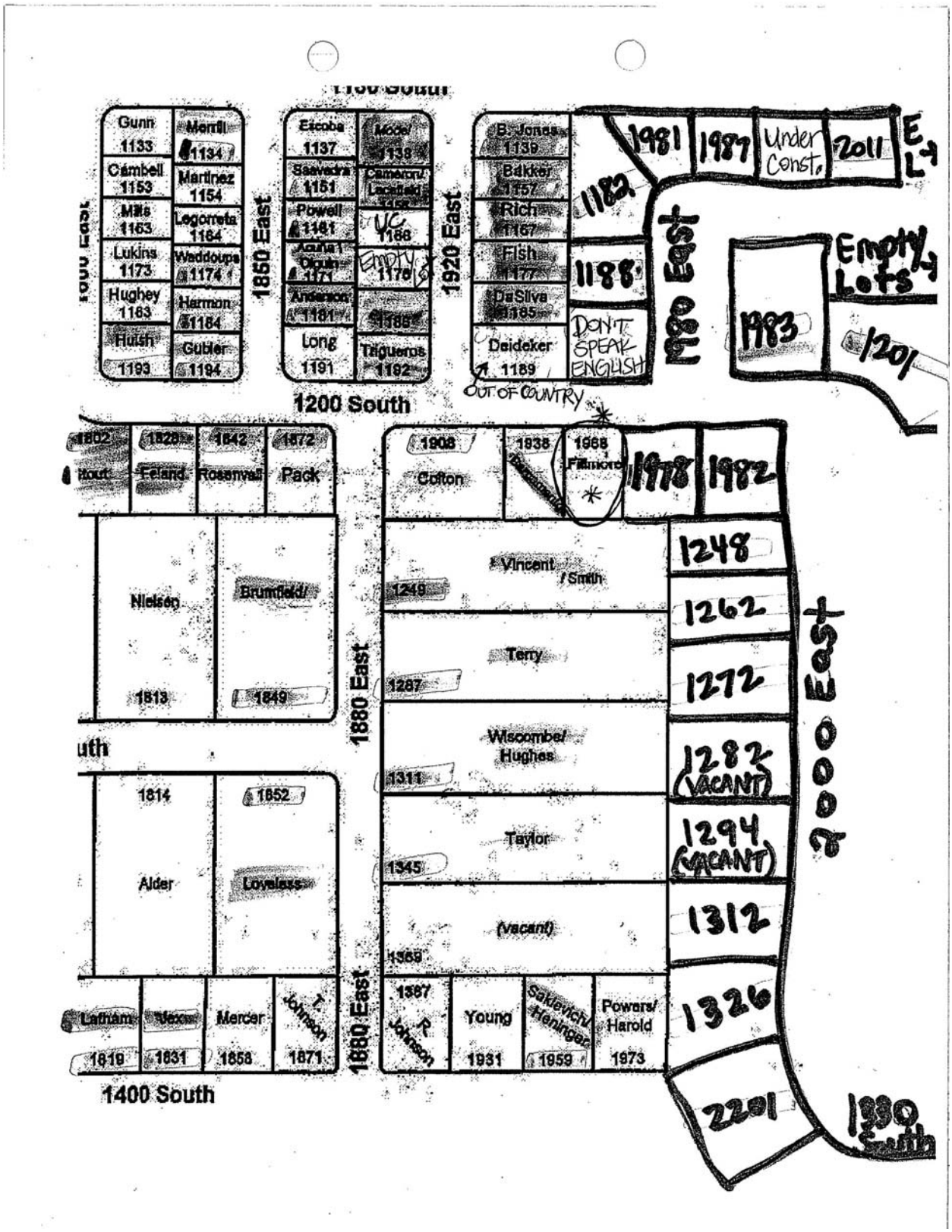
We appreciate your time and attention in considering this request.

Sincerely,

Brad & Melanie Fillmore

Brad and Melanie Fillmore

* The enclosed petition refers to both a variance and rezoning. We originally understood them to be one in the same. All those signing the petition clearly understood our intentions to request a rezoning of the property. Of course, we have since then had further clarification.



Gunn 1133
Merrill 1134
Cambell 1153
Martinez 1154
Mills 1163
Legorreta 1164
Lukins 1173
Waddoups 1174
Hughey 1183
Harmon 1184
Hulsh 1193
Gubler 1194
1850 East
Escoba 1137
Mode/ 1138
Saavedra 1151
Cameron/ Lacefield
Powell 1161
UC 1166
Acuña/ Olguin 1171
Empty 1176
Anderson 1181
1186
Long 1191
Trigueros 1192
1920 East
B. Jones 1139
Bakker 1157
Rich 1167
Fish 1177
DaSilva 1185
Deideker 1189
OUT OF COUNTRY
1182
1188
DON'T SPEAK ENGLISH
1981
1987
Under Const.
2011
E L
1980 East
Empty Lots
1983
1201
1200 South
1802 Stout
1828 Feland
1842 Rosenvall
1872 Pack
Nielsen 1813
Brumfield/ 1849
1814 Alder
1852 Loveless
Latham 1819
Vex 1831
Mercer 1858
T. Johnson 1871
1400 South
1880 East
1908 Colton
1938
1968 Fillmore
1978
1982
Vincent / Smith 1249
Terry 1287
Wiscombe/ Hughes 1311
Taylor 1345
(vacant) 1369
1387 R. Johnson
Young 1931
Saklevich/ Heninger 1959
Powers/ Harold 1973
1248
1262
1272
1282 (VACANT)
1294 (VACANT)
1312
1326
2000 East
2201
1880 South

I support Brad and Melanie Fillmore in seeking a variance on their property at 1968 East 1200 South, Spanish Fork. I understand they are requesting their property be rezoned from an R-1-9 zone to a R-1-6 zone in order to maintain a legal accessory apartment in their basement.

NAME(S)	ADDRESS
21. Carrie & Kenneth Bargamento	1938 E. 1200 S.
22. Mark & Amy Colton	1908 E 1200 S
23. Bailey and Dana Pack	1872 E. 1200 S.
24. Genera L. Toland	1828 E. 1200 S.
25. Bobbi Hernandez	1138 S. 1920 E.
26. Heather & Ben Bakker	1157 S 1920 E.
27. Brian & Elizabeth Jones	1129 So. 1920 E.
28. Joanna Taylor	1345 S. 1880 E.
29. M. Rasmussen	1842 E 1200 S.
30. Michelle Hirsh	1193 S. 1800 E
31. Casey Anderson	1191 S. 1850 E
32. Camille & Spencer Powell	1161 S 1850 E
33. Mike + Sarah Saavedra	1151 S 1850 E
34. Laura & Russell Merrill	1134 S. 1850 E.
35. Bruce Harmon	1184 S 1850 E
36. Mark & Natalie Waddoups	1174 S. 1850 E.
37. Jerry & Amanda Simmons	1978 E 1200 S.
38. David & Brenda Morris	1983 E. 1200 S.
39. Steve & Trisha Flick	1779 E. 1400 S.
40. Anya & Darren Carter	1892 E. 1400 S.

I support Brad and Melanie Fillmore in seeking a variance on their property at 1968 East 1200 South, Spanish Fork. I understand they are requesting their property be rezoned from an R-1-9 zone to a R-1-6 zone in order to maintain a legal accessory apartment in their basement.

NAME(S)	ADDRESS
1. Glenn & LaDawna Cherepovich	1177 S. 1920 E.
2. Cherie & Joe Anderson	1981 E 1180 S.
3. A.J. & Christene Rich	1167 S. 1920 E.
4. [illegible]	1188 S. 1980 EAST
5. [illegible] Wood	1182 S. 1980 East
6. [illegible] Melo	1185 S. 1920 East
7. Kianna Alley	1186 S. 1920 S.
8. [illegible] Trigueros	1192 S. 1920 E.
9. Doreen E. Stout	1802 E 1200 S.
10. [illegible] Stout	S S
11. [illegible]	1194 S. 1850 E.
12. Mike Brown	1982. E. 1200 S.
13. Kerry Loveness	1852 E 1310 So
14. Nesasha Lacefield	1156 S 1920 E.
15. Carol Stephan	1987 E. 1180 S.
16. Troy Bragley	1262 So 2000 E.
17. [illegible]	1312 S. 2000 E.
18. [illegible]	1849 E. 1310 S.
19. [illegible]	1849 E 1310 S
20. [illegible]	1249 S. 1880 E,

I support Brad and Melanie Fillmore in seeking a variance on their property at 1968 East 1200 South, Spanish Fork. I understand they are requesting their property be rezoned from an R-1-9 zone to a R-1-6 zone in order to maintain a legal accessory apartment in their basement.

NAME(S)	ADDRESS
41. Jacob Dempsey	1326 S 2000 E
42. Brittney Beck	2002 E 1330 S.
43. MATT CHYNOWETH	2011 E. 1180 S.
44. TOM SAKIEVICH	1959 E 1400 S, SF
45. Mary Sakievich	1959 E. 1400 South
46. Daniel Carlisle	1148 S 2000 E
47. KELLY REDD	1201 S 2000 E
48. NATALEI TERRY	1287 S. 1880 E.
49. Scott Beardall	1272 S. 2000 E.
50. Kathy Lucombe	1311 S. 1880 E.

ORDINANCE NO._____

ROLL CALL

VOTING	YES	NO
MAYOR **G. WAYNE ANDERSEN** *(votes only in case of tie)*		
ROD DART *Councilmember*		
RICHARD M. DAVIS *Councilmember*		
STEVE LEIFSON *Councilmember*		
JENS P. NIELSON *Councilmember*		
KEIR A. SCOUBES *Councilmember*		

I MOVE this ordinance be adopted: Councilman_____
I SECOND the foregoing motion Councilman_____

ORDINANCE No. _____

AN ORDINANCE ESTABLISHING THE RIGHT TO KEEP CHICKENS, SETTING THE REGULATIONS THEREOF, AND AMENDING THE PROVISIONS OF TITLE 15 RELATING TO FOWLS AND POULTRY

WHEREAS, Spanish Fork City has adopted zoning regulations which regulate the number of animals located in various zones; and

WHEREAS, several residents have requested the City to consider allowing hen chickens on small residential lots in order to produce eggs for their family's personal consumption; and

WHEREAS, the City's research indicates that having hen chickens on small lots can be acceptable as long as noise and odors are controlled and the chickens are not allowed to freely roam, thus becoming a nuisance to neighbors; and

WHEREAS, requiring a registration requirement will aid in enforcement and help prevent the spread of disease; and

WHEREAS, a public hearing was held before the Spanish Fork Planning Commission on Wednesday the 7th day of April, 2010, where public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday the 20th day of April, 2010, where additional public comment was received;

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

I.

Spanish Fork City Municipal Code §15.3.24.090(G) animal number and distance chart is hereby amended to add a section on hen chickens, and referring those regulations to Title 6, chapter 20 as follows:

15.3.24.090 Supplementary Regulations

(G) Animals.

Animal	Maximum# Per ½ Acre	Min. distance of barns, pens, or corrals to neighboring dwelling (In feet)
Cattle	2	100
Horses	2	100
Sheep, Goats, Llamas, Ostriches	4	100
Poultry, Turkeys or Fowl (other than hen chickens)	10	100
Hen Chickens	See Title 6, Chapter 20	
Rabbits	10	50
Pigeons	12	50

Ducks, Geese	8	50
Game Birds*	8	50
*with appropriate permit		

II.

Spanish Fork Municipal Code Title 6, Chapter 20, Chickens is hereby created as follows:

Chapter 6.20. Chickens

6.20.010 Keeping of Chickens
6.20.020 Enclosures Required
6.20.030 Food Dispensers
6.20.040 Permit Required
6.20.050 Violation

6.20.010. Keeping of Chickens

Subject to the requirements of this chapter and any other applicable provisions of Title 6, Chapter 1, hen chickens (and no roosters) regardless of age, in the numbers set forth below, may be kept on a lot or parcel of land in any residential zone. For lots one half acre in size or larger, the provisions set forth in §15.3.24.090(G) for turkeys, poultry, and fowl apply. For all smaller lots, the following applies:

(A) The number of hen chickens which may be kept shall be limited based on the size of the lot or parcel as follows:
(i) five thousand (5,000) square feet and larger: up to six (6).
(ii) less than five thousand (5,000) square feet: none.

(B) The principal use on the lot or parcel shall be a single family dwelling, duplex (minimum square footage per dwelling unit), or twin home.

(C) Chickens may be kept on a non-nuisance basis strictly for familial gain from the production and consumption of eggs only and there shall be no sale or income resulting from the keeping of chickens.

(D) All enclosures, pens and coops shall be located in the rear yard of the main dwelling or in an interior side yard provided all of the requirements of this chapter are met.

(E) Enclosures, pens, and coops shall not be located in a corner side yard unless the side yard shall be completely fenced using site-obscuring fencing or vegetative screening, so as to prevent sight of such areas from the street or neighboring properties to the greatest degree possible.

(F) Dead birds and unused eggs shall be removed within 24 hours or less and shall be properly discarded.

6.20.020. Enclosures Required.

To keep chickens, an enclosure, including a coop, is required, in accordance with the regulations established in this section.

(A) The coop shall meet the following construction standards:

(i) with solid walls on all sides, exclusive of openings for animals and access to animals;
(ii) with a solid roof;
(iii) so as to prevent intrusion, including by burrowing, from all types of rodents, vermin, and predatory animals; and
(iv) such that they resemble typical accessory buildings and are not unsightly.

(B) The coop shall have a minimum floor area of at least two and one-half square feet per chicken.

(C) If chickens are not allowed to roam within an enclosure outside the coop, the coop shall have a minimum floor area of six square feet per chicken.

(D) The coop shall be structurally sound and located in a rear yard at least twenty-five feet from any neighboring residential structures and at least six feet from the primary residential structure on the property. The coop shall be set back from the property a minimum of five feet and must also meet the minimum setback for accessory structures within the zoning district. The coop and enclosure shall be hidden from the public view through the use of opaque fencing materials or vegetative screening. Because a corner lot technically does not include a rear yard, the owner of a corner lot may choose one of the "side" yards to function as a rear yard for the purposes of keeping chickens and locating the coop.

(E) The coop and enclosure shall be maintained in a neat and sanitary condition and shall be cleaned as necessary to prevent any odor detectable at a property line. At a minimum the coop and enclosed area shall be cleaned weekly, although waste may be composted so long as the composting area meets the setback requirements that apply to the coop and prevent any odor detectable at the property line.

(F) No chicken shall be permitted to roam outside the coop or enclosure.

6.20.030. Food Dispensers.

Chicken feed shall be stored in rodent- and predator-proof containers. Water shall be available to the chickens at all times.

6.20.040. Permit Required.

A. Permit Required: Any person who desires to keep hen chickens as authorized by this chapter shall make application to the division of animal control for a permit. These permits are temporary uses only and attach to the resident applicant, as specified in the application, and not to the property. There can be no "grandfathering" or legal nonconforming use property rights arising from chicken permits.

B. Applications: Applications for a chicken permit shall be made in writing to the division of animal control. The application shall include the following information:

(i). The name of the person desiring the permit.
(ii). Location where the chickens will be kept.
(iii). Basic plans and specifications of the proposed activities, showing size and dimensions of the facilities.
(iv). The distance between the location of the proposed facilities and the nearest residential structure on all adjoining lots.

(v). The distance between the location of the proposed facilities and the property lines.

(vi). The applicant shall acknowledge the rules set forth in this chapter and shall, as a condition of applying for the permit, agree to comply with such rules.

(vii). The application shall bear the signature of the applicant.

C. Permit Issuance: Upon receipt of a complete application and receipt of the required annual fee, the division of animal control shall issue a chicken permit. The permit shall expire on the last day of the calendar year. Such permit shall not be transferable.

D. Fee: The fee for the chicken permit shall be assessed on an annual basis in the amount established by the city council in its annual budget, or by resolution.

6.20.050. Violation.

It is a class C misdemeanor to violate any provision of this chapter.

III.

This Ordinance shall take effect 20 days passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 20th day of April, 2010.

_____

G. WAYNE ANDERSEN, Mayor

Attest:

_____

Kimberly Robinson, City Recorder