



MAYOR AND COUNCIL DINNER - 5:00 P.M.

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

No decisions will be made at this meeting. The public is invited to observe the work session. Public comment generally is not taken during work sessions.

CALL TO ORDER- 5:30 P.M.

COUNCIL BUSINESS

1. Calendar

- Aug 11 - Work/Study Meeting 5:30 p.m.
- Aug 18 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Sep 01 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Sep 07 - Labor Day Observed (City Offices Closed - Monday)

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

- a) Invocation - Councilmember Crandall
- b) Pledge of Allegiance - Councilmember Snelson
- c) Consent Agenda
 2. Approval of minutes for the July 14 and July 21, 2020 Work/Study meetings.
 3. Approval of an Ordinance and amendment to Springville City Code Title 3, Chapter 8, Section 107 False Alarms - Craig Martinez, Public Safety Director

3. **DISCUSSIONS/PRESENTATIONS**

- a) POPS Grant Legislative Report - Rita Wright, Museum of Art Director
- b) Public Safety Report - Craig Martinez, Public Safety Director

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

5. **CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION**

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

6. **ADJOURNMENT**

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 07/30/2020

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

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





REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
AUGUST 04, 2020 AT 7:00 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER
INVOCATION
PLEDGE
APPROVAL OF THE MEETING'S AGENDA
MAYOR'S COMMENTS

CEREMONIAL

1. Citizen Recognition - Pari Sarkar

PUBLIC COMMENT

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

CONSENT AGENDA

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

2. Approval of minutes for the July 14 and July 21, 2020 Work/Study meetings.
3. Approval of an Ordinance and amendment to Springville City Code Title 3, Chapter 8, Section 107 False Alarms - Craig Martinez, Public Safety Director
[Staff Report](#)

REGULAR AGENDA

4. Consideration of an Ordinance adopting land use regulations that allows accessory dwelling Units within all Springville City residential zones - John Penrod, Assistant City Administrator/City Attorney [Staff Report](#)
5. Consideration of an Ordinance adopting land use regulations allowing short-term rentals within all Springville City residential zones - John Penrod, Assistant City Administrator/City Attorney
[Staff Report](#)
6. Consideration of an Ordinance establishing short-term rental business license regulations - John Penrod, Assistant City Administrator/City Attorney
[Staff Report](#)
7. Consideration of a Resolution and Agreement for Springville City to purchase 72.364 acres of property in Hobbles Creek Canyon - John Penrod, Assistant City Administrator/City Attorney
[Staff Report](#)

PUBLIC HEARING

8. Public Hearing for consideration of an Ordinance and adoption of the Springville Sewer Master Plans to include the IFFP-Impact Fee Facilities Plan and IFA-Impact Fee Analysis - Brad Stapley, Public Works Director

CONTINUED TO AUGUST 18, 2020

9. Public Hearing for consideration of an Ordinance and adoption of the Springville Power Master Plans to include the IFFP-Impact Fee Facilities Plan and IFA-Impact Fee Analysis - Leon Fredrickson, Power Director

CONTINUED TO AUGUST 18, 2020

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

ADJOURNMENT

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MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, July 14, 2020, AT 5:30 P.M. AT THE CIVIC CENTER IN THE MULTI-PURPOSE ROOM,
110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Richard J. Child

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

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Deputy Recorder Jennifer Grigg, Operations Manager Rod Oldroyd, Public Safety Director Craig Martinez, Buildings and Grounds Director Bradley Neel, Golf Pro Craig Norman, Community Development Director Josh Yost, Public Works Director Brad Stapley, Power Director Leon Fredrickson, Recreation Director Corey Merideth, Library Director Dan Mickelson, and Museum Director Rita Wright.

CALL TO ORDER 5:32 P.M.

COUNCIL BUSINESS

1. Calendar

- Jul 21 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Jul 24 - Pioneer Day Observed (City Offices Closed - Friday)
- Aug 04 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Aug 11 - Work/Study Meeting 5:30 p.m.

2. DISCUSSION AND PRESENTATIONS

a) Sewer Master Plan Discussion - Brad Stapley, Public Works Director

Director Stapley said on November 19, 2019, his staff gave a presentation to the then-City Council on the Sewer Master Plan. Everything in the Sewer Master Plan hinges on the General Plan. This document is instructions from staff on how to run a sewer system. It is also the document that impact fees are based on. A Master Sewer Plan maps the existing collection system, collects flow data, determines total flows, identifies current deficiencies, projects future flows because of growth, defines future projects, and develops a funding plan. A sewer pipe flows best at 70% full. Current capacity and current zoning are used to develop a funding plan for future improvement projects. He showed charts detailing existing and 2038 improvement projects.

Mayor Child asked how many pump stations. Director Stapley answered seven including some on the east side. Councilmember Jensen said pumps are used to get back to gravity or pressure. Director Stapley agreed and said there are also some lift stations in the west fields. Councilmember Packard asked about Stouffer's. Director Stapley said Stouffer's has a pretreatment works onsite and they pay surcharges when they exceed the pounds on their permit. Staff regularly looks at their payments and what

42 it costs the city. Councilmember Jensen asked about removing solids. Director Stapley said the Solid Waste District hauled Stouffer's rejected noodles in the past. The pretreatment plant also removes solids.

44 Mayor Child asked about groundwater that goes to the sewer plant. Director Stapley explained Infiltration and Inflow. Springville has 400,000 gallons of infiltration per day and 2 million gallons of inflow per day. Infiltration is groundwater that seeps into the sanitary sewer through cracks and joints. Inflow is rainwater that enters the sanitary sewer through holes in manhole covers, catch basins, or improper plumbing connections. Mayor Child asked about pumps that protect basements. Director Stapley said that water should go into the yard, not the sewer system. Councilmember Crandall asked about rainwater. Director Stapley said it is no longer illegal to save rainwater in this state. Councilmember Packard asked about ten-year planning studies. Director Stapley answered we evaluate the different plans every five years. Councilmember Packard asked about discrepancies between consulting firms. Director Stapley acknowledged differences between consulting firms and said a master plan is simple; growth, deficiencies, and projects.

54 Councilmember Jensen asked about phosphorus levels at the treatment plant. Director Stapley said we are on track to meet phosphorus requirement on March 1, 2021. The contract with Aqua Engineering puts us on track to be compliant with 1 milligram per liter by March 1, 2021, using a chemical process. Councilmember Monney asked if it is cheaper to repipe or replace. Director Stapley said the camera logs pipes looking for cracks and can scan up the laterals. The excavation is the most expensive part of the repair. The new relining material is smoother, improving flow. Councilmember Snelson asked how often the cameras run through the lines. Director Stapley answered every 5 to 7 years. Staff uses a new technology pinpointing trouble in larger areas. Councilmember Snelson asked what causes the cracks. Director Stapley answered everything; old pipes, land movement, or improper backfill. A low-grade earthquake that lasts a long time sending waves through the soil cracks everything.

64 Mayor Child complimented the completion of the Center Street project. Director Stapley said the underground work was completed before repaving, but today, there was a water leak. Now there is a four by five foot hole to patch. Mayor Child said the road still looks good.

68 3. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

70 b) Discussion with Department Directors
Recorder Crane reported Springville City is not required to post recordings on our website, but there have been requests for audio of the last meeting so now it is posted on the state website. She asked the council if it was ok to post recordings on the state website. The Council agreed.

72 Director Stapley said he met with MAG yesterday and they voted on funding for road projects. Springville put in two projects: 1200 West from SR 75 to Spanish Fork, which received high rankings. It will cost \$6 million. The second proposed Springville project is the future roundabout at 800 East 900 South which is on the edge of receiving funding from MAG depending on separating federal and local funds. There is a total of \$85 million worth of funds on the table, 1200 West is a great project which when completed will stretch from SR 75 into Spanish Fork.

78 Director Stapley said phase one of the 1600 South interchange is the environmental study.

80 ADJOURNMENT

82 COUNCILMEMBER MONNEY MOVED TO CLOSE THE WORK SESSION AT 5:58 P.M. AND
84 CONVENE IN A CLOSED SESSION REGARDING LITIGATION WITH THE WORK SESSION TO
ADJOURN WITH THE CLOSED SESSION. COUNCILMEMBER SNELSON SECONDED THE
MOTION.

86 THE VOTE IS RECORDED AS FOLLOWS:

COUNCILMEMBER CRANDALL AYE

88 COUNCILMEMBER JENSEN AYE
COUNCILMEMBER MONNEY AYE
90 COUNCILMEMBER PACKARD AYE
COUNCILMEMBER SNELSON AYE

92 This document constitutes the official minutes for the Springville City Council Work/Study meeting held
94 on Tuesday, July 14, 2020.

96 I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for
98 Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a
true and accurate, and complete record of this meeting held on Tuesday, July 14, 2020.

100 _____
Jennifer Grigg
102 Deputy City Recorder

DRAFT



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, JULY 21, 2020 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Richard J. Child

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

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Building and Grounds Director Bradley Neel, Power Director Leon Fredrickson, Generation Superintendent Brandon Graham, Community Development Director Josh Yost, Public Works Director Brad Stapley, Operations Manager Rod Oldroyd, Library Director Dan Mickelson, and Museum of Art Director Rita Wright.

CALL TO ORDER

Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:30 PM.

COUNCIL BUSINESS

1. Calendar

- Jul 24 - Pioneer Day Observed (City Offices Closed - Friday)
- Aug 04 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Aug 11 - Work/Study Meeting 5:30 p.m.

Mayor Child asked if there were any questions or additions to the calendar.

Fitzgerald planning for a mid-year retreat with the council tentatively set for August 24, 2020.

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

- a) Invocation - Councilmember Monney
- b) Pledge of Allegiance - Councilmember Crandall
- c) Consent Agenda

1. Approval of minutes for the June 09, 2020, Work-Study meeting and the July 07, 2020, Work-Study and Regular meetings
2. Approval of a Resolution and agreement with Axon for the Body-Worn Camera's Capital Improvement Project - Craig Martinez, Public Safety Director
3. Approval of Surplus Property - John Penrod, Assistant City Administrator/City Attorney

Mayor Child asked if there was any discussion on tonight's consent agenda. There was none.

44 **3. DISCUSSIONS/PRESENTATIONS**

46 a) **Fraud Risk Assessment - Bruce Riddle, Assistant City Administrator/Finance Director**

48 Director Riddle reported on the Fraud Risk Assessment a requirement being asked for by the state auditor. A review of the fraud risk matrix was presented to the council and will be submitted to the state auditor.

50 b) **Discussion of the Power Impact Fees Master Plan to include the IFFP-Impact Fee Facilities Plan and IFA-Impact Fee Analysis - Leon Fredrickson, Power Director**

52 Director Fredrickson and Superintendent Graham presented the Power Impact Fee Master Plan. The current Springville Power impact fee plan was implemented in 2013. The work for the immediate Impact Fee Analysis was conducted under a consulting agreement between the City and Consultants; Salient Power Engineering LLC and R.E. Pender, Inc.

56 Impact fees were calculated for new development, using historical and current system information, with a focus on growth within the municipal service area, and while continuing to build a reliable system the citizens have and will continue to enjoy. The existing system was analyzed for deficiencies, no existing deficiencies were identified.

60 Director Fredrickson gave a review of projects completed from the 2013 impact fee update. They included an upgrade to the North substation, underground work, and overhead conductor projects, all completed by the power department. With the new impact fee study, fifteen projects have been identified to accommodate growth over the next six to ten years.

64 Adjustments for fees were going down and the new fee could be effective immediately with approval of an Ordinance.

66 c) **Discussion of the Sewer Impact Fees Master Plan to include the IFFP-Impact Fee Facilities Plan and IFA-Impact Fee Analysis - Brad Stapley, Public Works Director**

68 Steve Jones, with Hansen Allan and Luce, presented and explained the purpose of the impact fee was to charge new development the cost of system capacity required to support new development, as continued rapid growth was projected to occur in Springville City. Wastewater impact fees were compared to other neighboring cities and with the new proposed fees, the city remains in the lower fee range.

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

76 Mayor Child asked for any other comments. There were none.

78 **5. CLOSED SESSION**

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

82 There was none.

84 **ADJOURNMENT**

86 COUNCILMEMBER PACKARD MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:52 P.M.

88 COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

90



STAFF REPORT

DATE: July 14, 2020
TO: Honorable Mayor and City Council
FROM: Craig Martinez, Director of Public Safety
SUBJECT: ORDINANCE AMENDMENT; TITLE 3 CHAPTER 8

RECOMMENDATION:

A Motion to Amend Title 3 Chapter 8 to include important provisions and correct language.

BACKGROUND:

During the FY2020 the police and fire departments responded to 484 alarms in the city, none of which were billed. The current ordinance allows us to bill those frequent offenders.

DISCUSSION:

Over the past several years, residents and businesses in the city have gone unchecked in maintaining their alarms systems. We have had faulty alarms being activated several times in one 24-hour period. Those offenders have no incentive to fix the problem because we respond and regardless of how many times we respond in the calendar year, they are never billed. We would like to begin following up on our current and possibly amended ordinance and bill those residents and businesses not maintaining a fully functioning alarm system.

ALTERNATIVES:

The City could decline to bill offenders.

FISCAL IMPACT:

The City could receive an estimated \$8,000 - \$15,000 per year in false alarms fees.

Craig Martinez

Craig Martinez
Director of Public Safety/Chief of Police

ORDINANCE #XX-2020

AN ORDINANCE AMENDING BURGLAR, MEDICAL AND FIRE ALARMS, TITLE 3-8 OF THE SPRINGVILLE CITY CODE.

WHEREAS, the City has an existing ordinance regarding burglar, medical and fire alarms; and

WHEREAS, the Police Department recommends amending the ordinance to include important provisions and correct language; and

WHEREAS, the City Council has determined that the clarifications and amendments in this ordinance are in the best interest of the citizens of Springville and an appropriate exercise of the City Council's legislative power.

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

SECTION 1: Section 3-8 of Springville City Code is hereby amended to the following:

3-8-100 Declaration.

It is hereby declared that the occurrence of false alarms at premises protected by emergency alarm systems constitutes both a nuisance and a hazard to life and property. In light of (1) the traffic danger inherent in the emergency response of police and fire vehicles, (2) the danger caused by possible decreased caution on the part of emergency personnel responding to a location where previous false alarms have occurred, and (3) the cost in money and manpower to respond where no actual emergency exists, the City Council finds it necessary to the health, safety, and welfare of the citizens to enact the following provisions governing alarm systems.

3-8-101 (4) Definitions.

"False alarm" means the activation of an alarm system which results in a response by the Police Department or Fire Department where an emergency does not exist and for which no evidence or indication of criminal activity, fire or other hazard is discovered. False alarms shall include negligently or accidentally activated signals; signals which are the result of faulty, malfunctioning or improperly installed or maintained equipment; signals which are purposely activated to summon emergency personnel in nonemergency situations; and alarms for which the actual cause is not determined. False alarms also include an alarm signal caused by conditions of nature which are normal for that area. "False alarm" does not include an alarm signal caused by extraordinarily violent conditions of nature which cannot be reasonably anticipated by the alarm user.

3-8-102 (5) Permit to Install and Operate Fire, Medical or Burglary Alarm.

In the event that emergency personnel or representatives of the central alarm station responding to an alarm are unable to contact any of the parties listed in the alarm information due to outdated or inaccurate information provided by the user; or if none of the listed parties are available; or if the listed parties fail to respond to the scene within thirty minutes of notice, such failure shall be treated as a

separate false alarm in addition to the alarm which prompted the police response. The user shall be subject to any penalties which may be imposed pursuant to section 3-8-106 for such failure.

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

SECTION 3: The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this ____ day of _____, 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: July 30, 2020
TO: Honorable Mayor and City Council
FROM: John Penrod, City Attorney
SUBJECT: CONSIDERATION OF AN ORDINANCE TO ALLOW ACCESSORY DWELLING UNITS WITHIN SPRINGVILLE CITY.

RECOMMENDED MOTION

Motion to approve Ordinance No. _____ that adopts land use regulations that allows accessory dwelling units within all Springville City residential zones.

Summary of Issues

Should the City consider adopting an ordinance that would substantially increase the area of the city where accessory dwelling units are permitted?

Do accessory dwelling units help meet the housing shortage and promote affordable housing?

Background

One of the top City Council planning issues to address is accessory dwelling units (“ADU”). An ADU is a dwelling unit associated with a single-family detached dwelling that is accessory to the primary dwelling area. In essence, an ADU allows a single-family home to become two lawful units.

In accordance with Utah law, Springville City adopted three strategies in its moderate-income housing portion of its General Plan to address affordable housing, which strategies are (1) increase residential densities, (2) zone for increased mixed-use areas, and (3) adopt an ADU ordinance. The proposed ordinance is to follow the City Council’s direction and the City’s General Plan to allow for accessory dwelling units in single-family detached dwellings or lots in all residential zones.

Analysis

Purpose of Ordinance. As stated in the ordinance, the purposes behind the proposed ordinance are as follows:

- Create new housing units to address growth while maintaining the residential character of single-family neighborhoods
- Provide more housing choices
- Allow more efficient use of public infrastructure

- Offer a means for residents to remain in their homes and neighborhoods, and obtain extra income, security, companionship, and services
- Broaden the range of affordable housing

The remainder of this staff report summarizes some of the provisions of the proposed ordinance.

Owner Occupant. An owner must reside on the single-family lot for an ADU to be a lawful use within the dwelling or on the lot. An owner occupant is someone who (1) owns 50% fee title to the property and occupies the property as his or her primary residence, or (2) is a trustor to a family trust that owns the property.

Where Allowed. An ADU is allowed on any single-family detached dwelling lot in a residential zone.

Types of ADU. There are two types of ADUs, as follows:

- An ADU within a single-family detached dwelling or
- An area within a detached accessory building (e.g. an apartment over a garage).

General Standards for All ADUs. The proposed ordinance requires all ADUs to adhere to the below requirements:

- ADUs are only allowed on lots with a single-family detached dwelling and there may only be one ADU per lot.
- ADUs must be rented for a period of time longer than 30 days.
- An owner must live in the principal single-family dwelling or within the ADU.
- The owner may take up to a three-year absence for a bona fide reason, such as volunteer service, temporary job assignment or sabbatical.
- The owner may take an absence from living in the home for a hospitalization, nursing home stay, assisted living center stay or for a similar purpose.
- The number of residents in an ADU is limited to those allowed under the definition of a family.
- ADUs must provide sleeping, eating and sanitization facilities for the unit.

Building Codes. An ADU must meet all building codes for a separate residential unit. This is going to be one of the biggest hurdles for people having ADUs on their property. The building code, among other items, requires:

- A one-hour fire-resistive wall between the ADU and the principal unit and under any stairs,
- A separate HVAC system,
- A separate power panel,
- A bathroom,
- A kitchen area, and
- Several other items.

Parking. The following parking is required:

- In R1-10 and R1-15 zones there must be at least two additional, off-street parking stalls for the ADU.

- In all other zones, there must be at least one additional, off-street parking stall for the ADU.

The reasoning behind requiring more stalls within the R1-10 and R1-15 zones is because ADUs may be larger in those zones, allowing for more occupants and more vehicles.

Specific Requirements for ADUs Within a Home.

- Size. An ADU may be the greater of 650 square feet or 50% of the home's gross square footage. The minimum area size would be 200 square feet.
- Interconnection. There must be an interconnection for travel between the ADU and principal area of the home. This will allow the home to function as a single unit in the event the ADU is no longer used.
- Entrance Locations. The proposed ordinance requires a separate entrance for the ADU and provides where the entrance may be located.

Specific Requirements for an ADU in an Accessory Building.

- Setbacks and Height Requirements. An ADU must be located in a structure that meets all setback and height requirements of the City's land use regulations.
- Size. The maximum size of the ADU is limited to the square footage allowed for an accessory building under the City's land use regulations.
- Entrance Locations. Entrance locations for an ADU in an accessory building are meant to limit any possible noise or other issues to neighboring properties.

Registration and Deed Restriction. Under the proposed ordinance, an ADU would be required to be registered with the Community Development Department and receive a zoning certificate as required by this section. After the ADU is allowed, the owner would have to record a deed restriction with the County Recorder's office showing that the ADU is a lawful complying use.

Reporting. Every year the Community Development Department would provide an annual report to the City Council detailing the number and location of permitted ADUs.

Planning Commission

The Planning Commission considered this Ordinance in an open public meeting on July 28, 2020 and voted 7-0 to recommend approval of the Ordinance, with one change to the Ordinance proposed by staff. Below is a short summary of the public hearing before the Planning Commission.

Public Hearing Comments (The below are a short summary of comments made and may not be 100% accurate)

Anisa Woods - commented that she favored allowing ADUs within residential zones. She questioned whether the ordinance required you to live in your home for one year before adding an ADU to the property.

Eric Baker - asked if you have a current legal ADU could you change it to an STR and then back to an ADU.

Tom Hawks - stated that ADUs need to be enforced. He also discussed how traffic is a problem that needs to be addressed and that maybe ADUs are better suited for some areas and possibly not the entire city.

Logan Millsap - expressed excitement about allowing ADUs. He called the ordinance a “win, win, win.” He likes people and was excited to have more neighbors.

Braden Murdock - talked about ADUs being a good opportunity, especially for affordable housing. One concern he had was with the building code requirements being too costly.

Planning Commission Discussion

The Planning Commission discussed a number of issues dealing with the ordinance. One issue was the building code requirements for an ADU. It was expressed that we need to follow the building code requirements.

The Planning Commission discussed the difficult issues involved with enforcing the Ordinance.

Another issue discussed by the Planning Commission was a provision in staff’s proposed ordinance that removed the requirement to provide any additional parking for an ADU that is within ¼ mile of a transit stop or ½ mile of a business district. The 7-0 vote to recommend approval of the Ordinance included a recommendation to remove the no parking exception described in this paragraph.

FISCAL IMPACT

None. There will always be enforcement issues, which could require possible unintended future costs.

ORDINANCE #__ - 2020

AN ORDINANCE ENACTING LAND USE REGULATIONS TO ALLOW ACCESSORY DWELLING UNITS WITHIN RESIDENTIAL ZONES.

WHEREAS, Springville City's moderate-income housing component of its General Plan has as one of its strategies to address affordable housing and the housing shortage to adopt an ordinance to allow accessory dwelling units in Springville City's residential zones; and

WHEREAS, on July 28, 2020, in accordance with Section 10-9a-502 of the Utah Code, the Springville City Planning Commission held a properly noticed public hearing on this Ordinance; and

WHEREAS, the Planning Commission recommended to the City Council with a vote of 7-0 to adopt this Ordinance; and

WHEREAS, on August 4, 2020, in a public meeting, the Springville City Council found that this ordinance is in the interest of the health, safety and welfare of its citizens and is appropriate and necessary for the proper and orderly development of Springville City with respect to accessory dwelling units.

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

SECTION 1: Adoption. SECTION AMENDED. Section 11-3-402 contains a large number of definitions. The only definitions of Section 11-3-402 that are adopted and amended by this ordinance are the below listed definitions. The remainder of definitions in Section 11-3-402 that are not listed below shall remain the same. Section 11-3-402 of the Springville City Code is hereby amended and adopted to read and provide as follows:

11-3-402 Definitions.

The following words, as used in this Title, shall have the meaning ascribed to them:

~~Accessory Apartment – A housing unit which is self-contained but incorporated within an existing structure that is designed as a single family dwelling and will not substantially alter the structure or appearance of the structure.~~

Accessory Building - An incidental subordinate building customarily incidental to and located on the same lot occupied by the main use or building, such as a detached garage. An Accessory Building is considered an accessory structure and an accessory use structure.

Accessory Dwelling Unit (ADU) - A housing unit which is either (1) self-contained but incorporated within an existing structure that is designed as a single-family dwelling and will not substantially alter the structure or appearance of the structure or (2) contained within an accessory building that is accessory to a single-family dwelling.

SECTION 2: Adoption. SECTION AMENDED. Section 11-4-301 of the Springville City Code is hereby amended and adopted to read and provide as follows:

11-4-301 Land Use Matrix.

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

LAND USE KEY P=Permitted Use, C= Conditional Use, Blank Box=Not Allowed

| Permitted Use | Zoning Districts | | | | | | | | | | | | | | | | | | | |
|---|------------------|-----|-------|-------|------|------|----|-------|-------|-------|----|----|----|----|----|----|----|----|-----|-----|
| | A-1 | A-S | R1-15 | R1-10 | R1-8 | R1-5 | R2 | R-MHP | R-MF1 | R-MF2 | PO | BP | VC | TC | NC | CC | RC | HC | LIM | HIM |
| RESIDENTIAL/DOMESTIC | | | | | | | | | | | | | | | | | | | | |
| Accessory Dwelling Unit Apartment In-an-Owner Occupied Building | P | | P | P | P | P | P | | P | P | | | | | | | | | | |
| Dwelling - Mobile Home | | | | | | | | P | | | | | | | | | | | | |
| Dwelling - Multiple-Family | | | | | | | | | P | P | | | P | | | | | | | |
| Dwelling - Single- or Multiple-Family above First Floor (Mixed Use) (When Parking Is Located to the Side or Rear of the Building) | | | | | | | | | | | C | | P | C | | C | | | | |
| Dwelling - Public Agency Owned Senior Housing | | | | | | | | | P | P | | | | C | C | C | | | | |
| Dwelling - Single-Family Attached | | | | | | | P | | P | P | | | | | | | | | | |
| Dwelling - Single-Family Detached | P | | P | P | P | P | P | | P | P | | | | | | | | | | |
| Dwelling - Single-Family Detached, Manufactured | P | | P | P | P | P | P | P | P | P | | | | | | | | | | |
| Dwelling - Two-Unit (Duplex) | | | | | | | P | | P | P | | | | | | | | | | |
| Mobile Home Park | | | | | | | | P | | | | | | | | | | | | |
| Residential Facilities for Elderly Persons (Small - 8 or Less) | P | | P | P | P | P | P | P | P | P | P | | | | | | | | | |
| Residential Facilities for Persons with Disabilities (8 or Less) | P | | P | P | P | P | P | P | P | P | | | | | | | | | | |

SECTION 3: Adoption. SECTIONS AMENDED. Sections 11-4-402 and 11-4-403 of the Springville City Code are hereby amended and adopted to read and provide as follows:

11-4-402 Lot Area.

(1) Minimum area requirements of a zoning lot shall be as follows:

| LOT SIZE (In square feet) | A-1 | R1-15 | R1-10 | R1-8 | R1-5 | R2 | RMF-1 | RMF-2 |
|--|---------|--------|--------|--------|--------|-------------------|-------------------|-------------------|
| Single-Family Dwelling | 200,000 | 15,000 | 10,000 | 8,000 | 5,000 | 7,000 | 7,000 | 7,000 |
| Twinhome - per unit / min for two units | - | - | - | - | - | 4,500 / 10,000 | 4,500 / 10,000 | 4,500 / 10,000 |
| Duplex | - | - | - | - | - | 10,000 | 10,000 | 10,000 |
| Single-Family Attached-Rowhouse | - | - | - | - | - | - | 3,960 | 2,640 |
| Accessory Apartment | - | - | - | - | 5,000 | - | - | - |
| First Dwelling Unit per Multi-Family Dwelling | - | - | - | - | - | - | 5,000 | 5,000 |
| Second Dwelling Unit per Multi-Family Dwelling | - | - | - | - | - | - | 5,000 | 5,000 |
| Additional lot area for each dwelling unit after two | - | - | - | - | - | - | 3,575 | 2,150 |
| Community Uses | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| Utility Uses | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 |

(2) Corner Lots: Each corner lot in a subdivision shall have an area not less than one and one-tenth (1.10) times the minimum area required for a zoning lot.

(3) Animal Keeping: Lots of twenty thousand (20,000) square feet or greater located in the A1 and R1-15 zoning districts may include Animal Keeping.

(Amended by Ord. No. 28-2007, 07/17/2007)

11-4-403 Lot Configuration.

(1) Each lot or parcel of land in residential zones shall have configurations as follows:

| CONFIGURATIONS | A1 | R1-15 | R1-10 | R1-8 | R1-5 | R2 | RMF-1 | RMF-2 |
|---|----------|----------|---------|---------|---------|----------|----------|----------|
| Minimum lot width for detached single-family dwelling at front property line and minimum rear yard setback line/front setback | 40'/150' | 40'/100' | 40'/80' | 40'/70' | 40'/50' | 40'/60' | 40'/60' | 40'/60' |
| Minimum lot width for twin home per unit/lot at front property line and minimum rear yard setback line/front setback ⁴ | - | - | - | - | - | 40'/50' | 40'/50' | 40'/50' |
| Minimum lot width for duplex at front property line and minimum rear yard setback line/front setback ⁴ | - | - | - | - | - | 80'/100' | 80'/100' | 80'/100' |
| Minimum lot width for a rowhouse (at front property line and front setback)/minimum rear yard setback line | - | - | - | - | - | - | 36' | 24' |
| Minimum lot width per building for first unit in a multi-family development (at property line and minimum rear yard setback line/front setback) | - | - | - | - | - | - | 40'/50' | 40'/50' |
| | | | | | | | | |
| Additional lot width for second unit per building in a multi-family development (at front property line and minimum rear yard setback line/front setback) | - | - | - | - | - | - | 40'/50' | 40'/50' |

| CONFIGURATIONS | A1 | R1-15 | R1-10 | R1-8 | R1-5 | R2 | RMF-1 | RMF-2 |
|--|------|-------|-------|------|------|------|----------------|----------------|
| Additional lot width at front setback for each unit over two units in same building in multi-family development ² | - | - | - | - | - | - | 25' up to 200' | 25' up to 200' |
| Additional lot width per unit above two units in same building (at front property line) ³ | - | - | - | - | - | - | 20' up to 160' | 20' up to 160' |
| Maximum lot coverage (footprints of buildings) | 25% | 35% | 35% | 35% | 40% | 40% | 50% | 60% |
| Minimum lot width for community uses (front setback line) | 125' | 125' | 125' | 125' | 125' | 125' | 125' | 125' |
| Minimum lot frontage for community uses (in feet along public right-of-way) | 100' | 100' | 100' | 100' | 100' | 100' | 100' | 100' |
| Minimum lot frontage for utility uses (in feet along public right-of-way) | 40' | 40' | 40' | 40' | 40' | 40' | 40' | 40' |

2. Upon reaching a lot of 200', no additional lot width is required.

3. Upon reaching a lot of 160', no additional lot width is required.

4. A vacant lot in an R2 zone developed and recorded before December 31, 2003, with twin homes/duplexes adjacent to the vacant lot, may construct a twin home/duplex on the lot if a minimum lot width of ninety feet (90') and all currently adopted setbacks can be met.

(2) The minimum lot width at the required front setback line shall extend not less than sixty-seven percent (67%) of the lot depth as measured from the front property line.

(Amended by Ord. No. 28-2007, 07/17/2007, Ord. No. 28-2006, 10/03/2006; Ord. No. 07-2009, 04/07/2009; Ord. No. 21-2019 § 1, 09/03/2019)

SECTION 4: Adoption. SECTION AMENDED. Section 11-6-104 of the Springville City Code is hereby amended and adopted to read and provide as follows:

11-6-104 Accessory Building Prohibited as Living Area.

Living area shall not be permitted in any accessory building, unless the accessory building has been approved under the provisions of this Code to contain an accessory dwelling unit within it.

SECTION 5: Adoption. SECTION AMENDED. Section 12-2-113 of the Springville City Code is hereby amended and adopted to read and provide as follows:

12-2-113 Nuisance - Definition.

This section defines “nuisance” by providing five (5) general definitions of what constitutes a nuisance (subsection 1), and then providing specific examples of situations, conduct or activities that constitute nuisances (subsection 2). The purpose of the general definitions is to allow the City to classify an offending situation, conduct or activity as a nuisance, even though the situation, conduct or activity may not be listed as a nuisance in the specific examples. The first three (3) general definitions are taken directly from Utah State law. The purpose of listing the specific examples is to identify some of the specific situations, conduct and activities that the City intends to Abate as nuisances.

...

(2) Nuisances Enumerated. Every situation, conduct or activity listed below constitutes a nuisance and may be Abated pursuant to this ordinance. The listed examples are not exhaustive; a situation, conduct or activity not listed below, but coming within one of the general definitions of nuisance listed above, shall also constitute a nuisance. The first six (6) listed nuisances are also listed as nuisances pursuant to U.C.A. §78-38-9:

...

(dd) ~~Illegal Accessory Apartments~~Dwelling Units. Any violation of the City’s accessory dwelling unit ~~apartment~~ ordinance.

SECTION 6: Adoption. SECTION ADOPTED. Section 11-6-134 of the Springville City Code is hereby adopted to read and provide as follows:

Section 11-6-134 Accessory Dwelling Units.

- (1) Purpose Statement. The purposes of this section are to:
 - (a) Create new housing units to meet increased growth while maintaining the residential character of single-family neighborhoods;
 - (b) Provide more housing choices in residential zones;
 - (c) Allow more efficient use of existing single-family dwellings and public infrastructure;

- (d) Offer a means for residents to remain in their homes and neighborhoods, and obtain extra income, security, companionship, and services; and
 - (e) Broaden the range of affordable housing throughout the City.
- (2) Owner Occupant: For the purposes of this title, "owner occupant" shall mean the following:
- (a) an individual who:
 - (i) possesses, as shown by a recorded deed, fifty (50) percent or more ownership in a dwelling unit; and
 - (ii) occupies the dwelling unit with a bona fide intent to make it his or her primary residence; or
 - (b) an individual who:
 - (i) is a trustor of a family trust that:
 - (A) possesses fee title ownership to a dwelling unit;
 - (B) was created for estate planning purposes by one (1) or more trustors of the trust; and
 - (C) occupies the dwelling unit owned by the family trust with a bona fide intent to make it his or her primary residence. Each living trustor of the trust shall so occupy the dwelling unit except for a trustor who temporarily resides elsewhere due to a disability or infirmity. In such event, the dwelling unit shall nevertheless be the domicile of the trustor during the trustor's temporary absence.
- (3) Applicability. Accessory dwelling units shall be permitted as specified in the "Land Use Matrix" found in Section 11-4-301 of this Code.
- (4) Types of Accessory Dwelling Units. An ADU may be one of the following:
- (a) Within Single-Family Detached Dwelling. A property owner may:
 - (i) Convert a portion of the existing living area within a single-family dwelling into an ADU,
 - (ii) Construct an addition onto a single-family dwelling for an ADU, or
 - (iii) Include an ADU as part of new construction of a single-family dwelling; or
 - (b) Detached Accessory Building. A property owner may:

- (i) Convert a portion of an area within an existing detached accessory building into an ADU.
- (ii) Construct an addition onto an existing accessory building for an ADU, or
- (iii) Include an ADU as part of a newly constructed accessory building.
- (c) Accessory dwelling units are prohibited in accessory buildings within a floodplain.
- (d) Recreational vehicles and mobile homes shall not be used as an ADU. All ADUs in detached accessory buildings shall be on a foundation that meets the building code requirements.
- (5) Standards. Accessory Dwelling units shall conform to the following requirements:
 - (a) General Requirements Applicable to All Accessory Dwelling Units.
 - (i) Single-Family Dwelling. Accessory dwelling units shall only be allowed on lots that have only one single-family detached dwelling structure and no other dwelling structures.
 - (ii) 30-Day Rental. Accessory dwelling units shall not be rented for any period of time less than a30 days.
 - (iii) One Per Lot. Only one ADU shall be allowed on a lot that contains a single-family dwelling.
 - (iv) Density. Accessory dwelling units shall not be considered a dwelling for calculating block density standards or as part of density bonus calculations under an overlay that allows for density bonuses.
 - (v) Ownership. An ADU shall not be sold separately or subdivided from the principal single-family dwelling unit.
 - (vi) Owner Occupancy. An ADU shall only be permitted on a property when an owner occupant lives on the property within either the principal single-family dwelling or the ADU. Exceptions to owner occupancy may be permitted if the property owner has resided on the property for at least one-year and applies to have the occupancy requirement suspended if any of the following reasons exists:
 - (A) The owner has a bona fide, temporary absence of three years or less for activities such as a temporary job assignment, sabbatical, or voluntary service. Indefinite periods of absence from the dwelling may not qualify for this suspension. City staff may require written documentation verifying the need for the suspension.

- (B) The owner is placed in a hospital, nursing home, assisted living facility or other similar facility.
- (vii) Number of Residents. The total number of residents that reside in an ADU may not exceed the number allowed for a “family” as defined under section 11-3-402 of this Code.
- (viii) Home occupation businesses shall be restricted to a home office use which creates no customer traffic.
- (ix) Parking.
 - (A) In the R1-10 and R1-15 Zones, a property shall provide a minimum of two additional on-site parking spaces for an ADU, which two parking spaces are in addition to the required number of parking spaces for the single-family dwelling. Each parking space for the ADU shall be at least nine feet by 18 feet in area. Tandem parking spaces may be used to satisfy this requirement.
 - (B) In all other zones, a property owner shall provide at least one additional on-site parking space for an ADU, which parking space shall be in addition to the required to number of required parking spaces for the single-family dwelling. The parking space for the ADU shall be at least nine feet by 18 feet. Tandem parking spaces may be used to satisfy this requirement.
- (x) Separate Living Areas. An accessory dwelling unit must provide eating, sleeping and sanitation facilities separate from the principal dwelling unit.
- (xi) Registration. An ADU must be registered with the Community Development Department and receive a zoning certificate as required by this section.
- (xii) Building Codes. An ADU shall meet all of the requirements of local, state and federal building and fire codes.
- (xiii) Utility Meters. A single-family dwelling with an accessory dwelling shall have one (1) but no more than two (2) meters for each water, gas, and electricity utility service, and each meter shall be in the property owner’s name. Impact fees may be required when adding a detached accessory dwelling unit.
- (b) Additional Requirements - Single-Family Dwelling. Accessory dwelling units located within a single-family dwelling shall comply with the following standards:
 - (A) Land Use Regulations. Any addition to the single-family dwelling for an ADU shall comply with the building height, yard requirements, and building coverage requirements of the underlying zoning ordinance and other applicable land use regulations.
 - (B) Size Requirements.

- (I) The maximum area size of an ADU within a single-family home shall be the greater of 650 square feet or fifty percent (50%) of the gross square footage of the single-family dwelling. The square footage of an attached garage shall not be included in the gross square footage unless the ADU is located in a basement that includes habitable space below the garage.
 - (II) The minimum area size of an ADU within a single-family home shall be 200 square feet.
- (C) Interior Connection. All ADUs within a single-family dwelling shall have an interior connection between the ADU and the primary dwelling, allowing for a person to travel back and forth between the primary dwelling and the ADU. This connection may be locked or similarly secured.
- (D) Entrance Locations. Entrances to an ADU that is located within a single-family dwelling shall only be permitted in the following locations:
- (I) An existing entrance to the single-family dwelling that is not considered the principal single-family dwelling entrance as determined by the Community Development Director, who will make his or her decision based on what is traditionally considered as the principal entrance to a single-family dwelling;
 - (II) On a single-family dwelling structure facade that faces a street side yard, the entrance shall be set back a minimum of twenty feet (20') from the front building facade;
 - (III) Exterior stairs leading to an entrance above the first level of the principal structure shall only be located on the rear elevation of the building;
 - (IV) Located on the rear facade of the dwelling; or
 - (V) Located in a side yard provided the side yard is at least eight feet (8') in width. Stairs leading to an accessory dwelling unit in the basement are permitted to encroach into the side yard.
- (c) Additional Requirements - Detached Accessory Building. An accessory dwelling unit located in a detached accessory building or as an addition to an existing accessory building shall comply with the following standards:
- (i) Setbacks and Height Requirements.
 - (A) Accessory dwelling units located in a detached accessory building shall comply with all applicable setbacks and height regulations for accessory use structures found in Sections 11-4-405 and 11-4-406 of this Code, all "Residential Site Development Regulations" applicable to accessory use structures found in Title 4, Article 4 of this Code, any other applicable sections

of this Code, and any other zoning or land use regulations for the underlying zoning district or any applicable overlay zoning district.

(ii) Size Requirements.

(A) The maximum area of an ADU within a detached accessory building shall be the maximum square footage allowed for an accessory building under the City's land use regulations.

(iii) Entrance Locations: The entrance to an ADU unit in an accessory building shall be located:

(A) Facing an alley, public street or facing the rear facade of the single-family dwelling on the same property;

(B) Facing a side or rear property line provided the entrance is located a minimum of ten feet (10') from the side or rear property line;

(C) Exterior stairs leading to an entrance shall be located a minimum of ten feet (10') from a side or rear property line unless the applicable side or rear property line is adjacent to an alley in which case the minimum setback for the accessory building applies to the stairs.

(6) ADU Zoning Certificate. Property owners seeking to establish an ADU shall first apply for a zoning certificate for the ADU by filling out an application with the Community Development Department and paying any required fees. In the event that the ADU meets all of the requirements of this Section, the Community Development Department will provide the property owner with a zoning certificate for the ADU. A zoning certificate is not required if the ADU is occupied by relatives of the property owner.

(7) Building Permit. A property owner shall apply for and meet all requirements to obtain a building permit for the proposed ADU, regardless of method of creation.

(8) Certificate of Occupancy: A property owner must obtain certificate of occupancy for an ADU. A certificate of occupancy shall not be issued until a zoning certificate is issued. A zoning certificate may be issued at the same time as the certificate of occupancy.

(9) Proof of Owner Occupancy: An application for an ADU shall include documentation that demonstrates an owner occupant resides on the property.

(10) Deed Restriction: A lot approved to have an ADU shall have a deed restriction, the form of which shall be approved by the City Attorney, and shall be filed with the Utah County Recorder's Office. The form shall state that the owner occupant must occupy the property as required within this section. Such deed restriction shall run with the land until the ADU is abandoned or revoked.

- (11) Abandonment: If a property owner is unable or unwilling to fulfill the requirements of this section, the owner shall remove those features of the ADU that make it a dwelling unit. Failure to do so will constitute a violation of this section.
- (12) Reporting: The Community Development Department shall provide an annual report to the City Council detailing the number of zoning certificates issued for ADUs and addresses of each ADU. The report shall be transmitted to the City Council by February 15th for the previous year.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon first publication.

PASSED, ADOPTED AND ORDERED POSTED by the Council of Springville City, Utah this _____ day of August, 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: July 30, 2020
TO: Honorable Mayor and City Council
FROM: John Penrod, City Attorney
SUBJECT: CONSIDERATION OF AN ORDINANCE TO ALLOW SHORT-TERM RENTALS WITHIN SPRINGVILLE CITY.

RECOMMENDED MOTION

Motion to approve Ordinance No. _____ that adopts land use regulations that allows short-term rentals within all Springville City residential zones.

Summary of Issues

Should the City consider adopting an ordinance that would legalize short-term rentals (rentals less than 30 consecutive days) within our residential zones?

Is it possible to allow short-term rentals and maintain the residential character of a neighborhood?

Do short-term rentals help promote ownership and affordable housing?

Background

The City Council has been approached by several residents to consider whether short-term rentals ("STR") should be allowed within residential neighborhoods. At the City Council's request, City staff has researched and drafted an ordinance for the Planning Commission's consideration.

As part of this process, in January 2020, the Community Development Department held an open house to receive input on short-term rentals. Over 30 people attended the meeting and reported that short-term rentals are positive in basically two ways: (1) the rentals help property owners' personal finances and (2) the rentals provide a positive renter experience for short-term stays. After holding the open house and performing its own research, staff believes that, if done right, short-term rentals could help increase affordable housing.

With respect to negative effects of short-term rentals, the open house group reported that rentals: (1) compete with hotels, motels, etc.; (2) become nuisances; (3) provide parking problems; (4) increase neighborhood safety concerns; and (5) provide administrative difficulties. In considering the group feedback and researching short-term rentals, City staff has determined that one of the main issues to consider is whether or not it is possible to allow for short-term rentals and still maintain the residential character of neighborhoods in Springville. It seems that

short-term rentals have the potential to become a business, fall out of the definition of a single-family dwelling and detract from the character of residential neighborhoods.

The easiest way to avoid all of the negative impacts that short-term rentals have on neighborhoods would be to restrict the rental of any home or residential unit to rental periods of more than 30 days. Several cities have taken this step within residential zones, including destination cities, such as Provo and St. George (with an exception). St. George does allow short-term rentals in single family residential zones when the property is two plus acres, located on a major collector or arterial street and is not within 500 feet of another short-term rental.

The proposed ordinance is meant to reduce the negative impacts and also allow for short-term rentals.

Analysis

Purpose of Ordinance. As stated in the ordinance, the purposes behind the proposed ordinance are as follows:

- Provide regulations for short-term rentals
- Preserve the residential character of neighborhoods
- Provide existing homeowners economic relief
- Help promote affordable housing
- Protect the safety and general welfare of residents

In order to implement the above purposes, staff has limited the size of renter groups, required owners to live in the home or residential unit for at least half the year, required parking plans, and provide for other regulations. The below will discuss these issues.

Size of Groups. There have been a number of different occupancy sizes discussed through the ordinance process. Originally, staff suggested following an occupancy size similar to Sandy City's short-term rental ordinance, which placed the occupancy size at eight family members. City Council questioned this number as possibly being too low.

The ordinance originally presented to the Planning Commission placed the occupancy size at eight for homes under 2,000 square feet with an increased number of occupants over 2,000 amounting to eight plus one for every 500 square feet over 2,000, with a cap at 14 occupants.

Other cities have approached this in a number of ways. Some cities have no occupancy limits. Two examples of some creative occupancy limits include Cedar City and Henderson, NV. Cedar City allows for two guests per bedroom plus four guest per home. Henderson Nevada allows one person per 150 square feet up to 10, plus additional guests for every 300 square feet thereafter up to 20, and children 16 and younger are not counted in the occupancy numbers.

After a lot of discussion on this issue, the Planning Commission decided to recommend a set maximum number of occupants for all short-term rentals at 14 occupants.

Owner Occupancy. It appears one of the biggest negatives of STRs is that they become hotels or other commercial hospitality type uses within residential zones that do not allow such uses. The definition of a detached single-family dwelling is "a dwelling designated for and occupied exclusively by one (1) family. . . ." In order to allow STRs, especially in single family zones, and

still meet the requirements of that zone, the owner should reside within the house. This requirement was discussed at length with the Planning Commission.

At the Planning Commission hearing, staff provided a second recommendation that is required by other cities, which is to require owners to occupy the home on an STR property year-round. A number of cities require the owner to stay on the property while the property is being rented. After discussing this issue, the Planning Commission decided to keep the proposed ordinance as it was originally written.

The proposed ordinance requires an owner to reside in the home or residential unit for at least 183 days within a calendar year. This is the same approach Sandy City has selected in its ordinance and is at least one day over half the year. The purpose of the 183-day period to ensure that the home remains a single-family home, does not become a hospitality type commercial use and maintains the cohesiveness and the character of a residential neighborhood. The 183-day period could be lengthened or shortened and still possibly meet the purpose of the 183-day period.

Parking Plan. The ordinance requires that all parking for the STR be off-street parking.

Special Use Permit/Business License. An owner of an STR must obtain a special use permit from the Community Development Department and an annual business license. The special use permit requires the owner to provide the following:

- A description of the area that will be used on the property for the STR. People may rent out a bedroom, a basement, or their entire house.
- Provide documentation to show ownership of the property. An owner must be a fee owner or a trustor of a family trust that owns at least 50% of the property. An owner cannot be a corporation, LLC, partnership, etc.
- Provide affidavits that other requirements will be met, such as the 183-day period.

Response, Maintenance and Notice Requirements. The owner is required to be able to respond to any legitimate complaints within one hour, maintain the property in good condition and provide a number of notices to any renter of a STR.

Planning Commission

The Planning Commission considered this Ordinance in an open public meeting on July 28, 2020 and voted 7-0 to recommend approval of the Ordinance, with five changes to the Ordinance proposed by staff. Below is a short summary of the public hearing before the Planning Commission.

Public Hearing Comments (The below are short summaries of comments made and may not be 100% accurate)

Larry Ruff - turned his unfinished basement into a short-term rental based on a phone call he had with the City. Mr. Ruff has had a lot of family reunions use his short-term rental. A number of his neighbors have also used his short-term rental for friends and family visiting them. Mr. Ruff likes Henderson Nevada's STR ordinance because it does not require owner occupancy in for the STR. One reason he's against the occupancy requirement is because he may want to do some ecclesiastical volunteer service and would like to rent his STR during that time. He was

told that Springville has received zero complaints regarding STRs. He does not want any licensing. He suggests that if an owner gets six complaints, they lose the right to have an STR.

Melissa Nichols - has had a bedroom STR in an historic neighborhood. The STR income has been very helpful. Her neighbors have had friends and family rent her STR when they visit. She would like to see no STR license and does not want any exterior sign requirement.

Michael Whiting - has lived by a home that has had a STR in it, which he claims has been a nuisance and a problem for the neighborhood. He commented that there were recently 54 occupants in the STR. High number of occupants is very common. He commented that allowing STRs detracts from the character of the neighborhood. When people buy a home in a single-family neighborhood, they expect the surrounding single-family homes to be occupied by a family. He feels that 14 occupants is not a number that reflects a family for a single-family dwelling.

Allen Erdman - likes STRs. They provide a valuable service. He questions whether the city ordinance is the best way to manage STRs. He questions whether it is legal to limit on-street parking. He feels the ordinance is arbitrary and should be based on actual measurables.

Grant Palfreyman - asked to have his statement read. He does not want any STRs in the City.

Tom Hawks - stated that he has stayed in a lot of short-term rentals. The short-term rentals in which he has stayed are usually in an area with a larger number of short-term rentals. He suggested short-term rentals may not be appropriate in all residential zones. He also stated that they need to be enforced and questioned whether they really can be enforced.

Barry Clanton - stated that he lives down the street from a short-term rental and has not heard any noise or had any problems with the short-term rental. He doesn't think the City should restrict short-term rentals and should all people to be free to use their property.

Jeff Mills - discussed that if the City bases a license on complaints, the complaints need to be legitimate complaints. There are only a small number of short-term rentals in Springville. There would not be any problems with the rental if there was good communication between the owner and the guest. He shared that he owns a couple of STRs in Arizona and has not had a problem. Short-term rentals pay taxes that the City receives.

Eric Baker - is thinking about changing a lawful accessory dwelling unit into a STR. He feels that the occupancy requirements and number of allowed permits in the ordinance are too small.

Marylou Condie - is a home owner and has owned a couple of STRs in other communities. She does have a concern with an STR in her community. STRs should be located in designated and destination points. People expect to have single-family neighbors when they move into a single-family neighborhood.

Brian Stewart - discussed how he stayed in a STR in Tooele where the owner was present throughout the stay. Having the owner present allows for a more orderly STR situation. He has observed a home with an STR in Springville which has caused traffic issues and is unsafe to surrounding residents.

Charles Winston - has an STR and has three neighbors on his block. He has rules and lives upstairs from a basement STR. He has had not complaints and his neighbors have used the STR for out of town guests.

Nathan Rich - lives in a single-family zone and expects to have single-family neighbors. Owner should live in the STR. An ordinance is needed if the use is going to be allowed.

Planning Commission Discussion

Each of the Planning Commissioners provided their thoughts on the STR ordinance. After each discussed it, the Commissioners discussed the following issues that they had with the Ordinance.

- Number of Allowed Occupants. Commissioner Ellingson felt like there should not be any limit on STR occupancy. She compared an STR to a single-family dwelling where sometimes you have a lot of people visit for an event. The other commissioners all discussed the need for some occupancy requirement to maintain the character of neighborhoods because even though some neighbors have large events, they do not have them all the time. The Commission eventually recommended that the maximum number of occupants should be 14.
- Owner Occupancy. This part of the discussion went from having the owner always present to being more lenient. Eventually, the commissioners recommended leaving the owner occupancy requirement at 183 days.
- Number of Units Allowed. Commissioner Young stated that he thought allowing one STR for every 500 residents was too high a number. Other commissioners agreed. Eventually the number was reduced to one STR for every 200 residential units, which lowers the numbers from approximately 66 allowed STRs to 52 allowed STRs city wide.
- Exterior Sign. All of the commissioners wanted to eliminate the requirement for an exterior sign that provided contact information for the owner of the STR.
- Night Between Rentals. No commissioner saw the need for this provision, and the body recommended removing this provision.
- Complaint Mechanism. The Commission discussed this issue. One of the commissioners brought up that a neighbor could cause problems for an STR owner by submitting complaints. In the end, the commissioners decided to keep the ordinance as it is, which requires proven violations, and four violations in a year is penalized with the STR business license being revoked.
- Temporary Absence. Commissioner Ellingson wanted to see the same temporary absence option that is in the ADU ordinance be placed in the STR ordinance. The Commission recommended allowing for a temporary absence for STR owners up to three years.
- 182 Rental Nights. There was some discussing, especially from Commissioner Baker, that if an owner was to occupy the STR year-round, the owner should be allowed to rent out the STR as many nights as they want. Eventually, with keeping the owner occupancy requirement at 183 days, the Commission decided to keep the rental nights at 182 nights.

The Planning Commission's final vote was a 7-0 vote recommending the ordinance with changes to the occupancy requirements, total number of STRs allowed in the city, exterior sign requirement, and a night in between rentals requirement. The Commission also recommends

adding a temporary leave requirement that will allow the owner of an STR to not have to occupy the STR for a period of up to three years based on a bona fide reason.

FISCAL IMPACT

None. There will always be enforcement issues, which could require future costs that would be hard to determine at this time.

ORDINANCE #__ - 2020

AN ORDINANCE ENACTING LAND USE REGULATIONS TO ALLOW SHORT-TERM RENTALS WITHIN RESIDENTIAL ZONES.

WHEREAS, Springville City desires to adopt a short-term rental ordinance intended to address short-term rentals within Springville City; and

WHEREAS, on July 28, 2020, in accordance with Section 10-9a-502 of the Utah Code, the Springville City Planning Commission held a properly noticed public hearing on this Ordinance; and

WHEREAS, the Planning Commission recommended to the City Council with a vote of 7-0 to adopt this Ordinance; and

WHEREAS, on August 4, 2020, in a public meeting, the Springville City Council found that this Ordinance is in the interest of the health, safety and welfare of its citizens and is appropriate and necessary for the proper and orderly development of Springville City with respect to short-term rental units.

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

SECTION 1: Adoption. SECTION AMENDED. Section 11-3-402 contains a large number of definitions. The only definition of Section 11-3-402 that is adopted by this ordinance is the below definition. All other definitions in Section 11-3-402 shall remain the same. Section 11-3-402 of the Springville City Code is hereby amended and adopted to add a “Short-term Rental” definition to read and provide as follows:

11-3-402 Definitions.

The following words, as used in this Title, shall have the meaning ascribed to them:

...

Short-term Rental (STR) - means use of a dwelling for temporary sojourn or transient visit for a period of less than 30 consecutive days by a renter.

....

SECTION 2: Adoption. SECTION AMENDED. Section 11-4-301 of the Springville City Code is hereby amended and adopted to read and provide as follows:

11-4-301 Land Use Matrix.

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

LAND USE KEY P=Permitted Use, C= Conditional Use, Blank Box=Not Allowed

| Permitted Use | Zoning Districts | | | | | | | | | | | | | | | | | | | |
|---|------------------|-----|----------|----------|----------|----------|----------|----------|----------|----------|----|----|----------|----------|----|----------|----|----|-----|-----|
| | A-1 | A-S | R1-15 | R1-10 | R1-8 | R1-5 | R2 | R-MHP | R-MF1 | R-MF2 | PO | BP | VC | TC | NC | CC | RC | HC | LIM | HIM |
| RESIDENTIAL/DOMESTIC | | | | | | | | | | | | | | | | | | | | |
| Accessory Dwelling Unit | P | | P | P | P | P | P | | P | P | | | | | | | | | | |
| Dwelling – Mobile Home | | | | | | | | P | | | | | | | | | | | | |
| Dwelling – Multiple-Family | | | | | | | | | P | P | | | P | | | | | | | |
| Dwelling – Single- or Multiple-Family above First Floor (Mixed Use) (When Parking Is Located to the Side or Rear of the Building) | | | | | | | | | | | C | | P | C | | C | | | | |
| Dwelling – Public Agency Owned Senior Housing | | | | | | | | | P | P | | | | C | C | C | | | | |
| Dwelling – Single-Family Attached | | | | | | | P | | P | P | | | | | | | | | | |
| Dwelling – Single-Family Detached | P | | P | P | P | P | P | | P | P | | | | | | | | | | |
| Dwelling – Single-Family Detached, Manufactured | P | | P | P | P | P | P | P | P | P | | | | | | | | | | |
| Dwelling – Two-Unit (Duplex) | | | | | | | P | | P | P | | | | | | | | | | |
| Mobile Home Park | | | | | | | | P | | | | | | | | | | | | |
| Residential Facilities for Elderly Persons (Small – 8 or Less) | P | | P | P | P | P | P | P | P | P | P | | | | | | | | | |
| Residential Facilities for Persons with Disabilities (8 or Less) | P | | P | P | P | P | P | P | P | P | | | | | | | | | | |
| <u>Short-Term Rentals</u> | <u>P</u> | | <u>P</u> | | | <u>P</u> | <u>P</u> | | <u>P</u> | | | | |

SECTION 3: Adoption. SECTION ADOPTED. Section 11-6-133 of the Springville City Code is hereby adopted to read and provide as follows:

Section 11-6-133 Residential Short-Term Rental (STR).

(1) Purpose. This section is established to:

- (a) Provide regulations for residential short-term rentals in residential zones.
- (b) Preserve the residential character of Springville neighborhoods.
- (c) Provide existing homeowners economic relief.
- (d) Help promote affordable housing, and
- (e) Protect the safety and general welfare of Springville residents.

(2) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

- (a) “Land Use Regulations” means those land use regulations in this Title 11.
- (b) “Noise Regulation” means any City ordinance or state law wherein loud, continuous, specific, or other noises or actions would be a violation of the ordinance or law, including, but not limited to, ordinances or laws that deal with noise, nuisances, disturbing the peace, or disorderly conduct.
- (c)
 - (i.) “Owner” means an individual who is:
 - (A.) A fee title owner who possesses 50 percent or more ownership in a short-term rental unit; or
 - (B.) A trustor of a family trust which possesses 50 percent or more ownership of a STR unit.
 - (ii.) An owner of a short-term rental shall not be a corporation, partnership, limited liability company, or similar corporate entity.
- (d) “Person” means an individual, firm, partnership, corporation, association, joint venture, governmental entity or other legal entity, and shall include the plural as well as the singular.
- (e) “Renter” means a single person or single group of people whose primary residence is at another location and who provide compensation, in any form, in exchange for occupancy in a short-term rental unit.
- (f) “Short-term Rental Unit” or “STR Unit” means the individual house, apartment, condominium, townhome, other dwelling, or portion thereof being used for short-term rental as it has been shown in the short-term special use permit.
- (g) “Short-term Rental License” or “STRL” means a business license to operate a short-term rental unit. A short-term rental license is not the same as a short-term special use permit.

- (h) “Short-term Rental Special Use Permit” or “SSUP” means a special use permit required by the land use regulations to operate a STR unit within a dwelling or a portion of a dwelling.
- (3) Special Use Permit. A STR is prohibited in all residential dwellings without first obtaining a SSUP as regulated in this section and being issued a valid STRL. A residential lease of 30 or more consecutive days shall not be subject to this section.
- (4) General Standards and Requirements. A STR use may be allowed within any existing legal owner-occupied residential dwelling by an administrative special use permit from the Community Development Department, wherein the application demonstrates compliance with requirements found in the land use regulations of this Code and all of the following standards and requirements:
- (a) Application. A completed application form as provided by the Community Development Department.
 - (b) Property Description. A detailed written description and/or drawing of the property that identifies the use of each room of the dwelling and defines the portions of the dwelling to be used for a STR shall be provided. Only one designated STR area is allowed for a property.
 - (c) Owner Occupancy. The owner of the subject property shall live in the primary dwelling in which a STR is desired and must reside therein as their primary residence.
 - (i.) An individual shall prove ownership of the property as evidenced by a copy of a deed listing the applicant as the fee title owner. Fee title owner may be an individual or trustor of a family trust that possesses 50 percent or more ownership of the proposed STR. The fee title owner may not be a corporation, partnership, limited liability company, or similar entity.
 - (ii.) To establish that the property is the owner's primary residence, the owner shall:
 - (A.) Present the owner's most recent State and Federal tax returns both listing the property as the owner's primary residence;
 - (B.) Present a government-issued identification document listing the address of the property as the address of the owner; and
 - (C.) A signed affidavit sworn before a notary public shall be provided by the owner stating that the proposed property is the primary residence of the owner, wherein they reside at least 183 days per calendar year. An owner of an STR shall be in violation of this ordinance if the owner does not live in the home on the STR property for a period of at least 183 days (including nights) and does not meet the exception in Subsection (5).

- (d) Occupancy During Rental Period. The subject property shall comply with the following occupancy restrictions:
- (i.) The maximum occupancy for an STR during a rental period shall be 14 people.
 - (ii.) The property shall not be rented to more than one renter at any given time, and the owner shall not divide and rent out portions of the dwelling to multiple renters at the same time.
 - (iii.) A property shall not be rented as a STR for more than 182 nights per year.
 - (iv.) The owner may reside on the property while it is occupied by a renter.
 - (v.) The property shall only be rented for a minimum duration of one night and a maximum of 29 consecutive nights.
- (5) The owner occupancy requirement for the owner to live within the STR for 183 days may be suspended if the owner has resided on the property for at least one-year and applies to have the occupancy requirement suspended if any of the following reasons exists:
- (a) The owner has a bona fide, temporary absence of three years or less for activities such as a temporary job assignment, sabbatical, or voluntary service. Indefinite periods of absence from the dwelling may not qualify for this suspension. City staff may require written documentation verifying the need for the suspension.
 - (b) The owner is placed in a hospital, nursing home, assisted living facility or other similar facility.
- (6) Parking Plan. A detailed written description and/or a drawing of an off-street parking plan must be provided to ensure that all occupants of the home and STR can be accommodated on-site at all times. Parking shall be limited to the existing garage, driveway, and dedicated parking spots of the residential unit and may not include any on-street parking. Any proposed parking improvements may also be included in the off-street parking plan, so long as they are completed prior to issuance of a STRL. All elements of the parking plan must be in compliance with all other requirements of this title.
- (7) Urgent Response. The owner, or a designated representative, shall be available to immediately respond 24 hours per day, 365 days per year by telephone, and when necessary, be able to physically respond within one hour of any legitimate complaint. If the owner is unreachable after three attempted contacts by the City, a notice of violation will be issued.
- (8) Property Maintenance Requirements. All short-term rentals shall adhere to this Code, including, but not limited to:
- (a) Maintenance. Owners must adhere to the Property Maintenance chapter of this Code, including, but not limited to, requirements for weed

abatement, landscaping, garbage removal, structure maintenance, and fence/wall maintenance.

- (b) Snow Removal. Owners shall remove all snow from the sidewalks of the property within 24 hours after snowfall in accordance with this Code.
- (c) Noise and Nuisance Control. Owners shall ensure that renters adhere to any current or future noise regulations. Should a renter violate a noise regulation more than once in any given 72-hour period, they shall be immediately evicted from the property by the owner.

(9) Noticing and Posting Requirements.

- (a) An informational packet must be posted in a highly visible place within the dwelling or STR area, and must include all of the following:
 - (i.) City-issued STRL;
 - (ii.) 24/7 owner, or a designated representative, contact information;
 - (iii.) Parking requirements;
 - (iv.) Maximum occupancy;
 - (v.) A warning about violating noise regulations;
 - (vi.) Garbage pickup dates, and a written description of where garbage receptacles must be placed for pickup;
 - (vii.) Contact information for the Springville City Police and Fire Departments; and
 - (viii.) Other contact information as required by the Community Development Department.
- (b) Any other appropriate requirements as specified by the Community Development Director, through the special use permit process.

(10) Limited Number of STRs.

- (a) The total number of SSUPs issued within Springville City shall be limited as follows:
 - (i.) The total number of SSUPs shall be limited to one permit per every 200 residential units within the City;
 - (ii.) There shall only be up to five SSUPs within a 1,000-foot radius; and
 - (iii.) There shall not be more than three SSUPs within a block of each other.
- (b) If an owner desires to be issued a SSUPs when one is not available, the owner will be placed on a waiting list and be eligible for an SSUP based on where the owner falls on the waiting list.

- (11) Reporting. The Community Development Department shall provide an annual report to the City Council detailing the number of zoning certificates and business license issued for STRs and addresses of each STR. The report shall be transmitted to the City Council by February 15th for the previous year.

(12) Violations.

- (a) It shall be a violation for any person to operate a STR:

- (i.) Without first obtaining a SSUP, as regulated in this section, and issued a valid STRL; or
 - (ii.) That does not comply with the requirements of this chapter or this Code.
- (b) Enforcement and Fines. Upon a determination that a violation exists, the Code Enforcement Officer will contact the owner requiring such owner to halt, eradicate, destroy, remove, or otherwise cure the violation within 48 hours, or such later time the Code Enforcement Officer may determine.
- (c) Each day that a violation occurs or continues is a separate violation.
- (d) For any violation of this section, the Code Enforcement Officer may issue a written citation or notice of violation to the owner, specifying the violation and the penalty to be imposed.
- (i.) For the first violation within any 12-month period, the penalty shall be \$500.00.
 - (ii.) For a second violation within any 12-month period, the penalty shall be \$750.00.
 - (iii.) For a third violation within any 12-month period the penalty shall be \$1,000.00 and revocation of the STRL and SSUP. The owner shall be ineligible for a SSUP and a STRL for a period of two years from the date of the third notice of violation.
 - (iv.) For any violation within any 12-month period following the third violation, the penalty shall be \$1,000.00 and the STR owner shall be banned from receiving a SSUP and a STRL.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon first publication.

PASSED, ADOPTED AND ORDERED POSTED by the Council of Springville City, Utah this _____ day of August, 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: July 30, 2020
TO: Honorable Mayor and City Council
FROM: John Penrod, City Attorney
SUBJECT: CONSIDERATION OF AN ORDINANCE TO REQUIRE A SHORT-TERM RENTAL BUSINESS LICENSE.

RECOMMENDED MOTION

Motion to approve Ordinance No. _____ that requires a business license for a short-term rental.

BACKGROUND

The City Council is considering a short-term rental (STR) land use regulation. One of the requirements of the STR land use regulation is to obtain a business license for the STR. The proposed ordinance is an ordinance establishing STR business license regulations. The proposed ordinance has the following provisions:

STR Rental Period. No owner shall lease an STR for less than 30 days.

STR Validation. An STR license is only good for one STR unit and a person may only have one STR.

Application Requirements:

- Owner must have been granted an STR permit from Community Development.
- STR license is only valid for one-year.
- There is no renewal for a STR license where the owner has violated the license more than three times in a year.
- Owner must allow for required inspections.
- Owner must provide a valid sales tax license from the State.
- Renewal may require Owner to provide proof that rental did not exceed the number of allowed rental nights in the prior year.

Grounds for License Denial or Revocation. The ordinance allows for a denial, suspension or revocation of a license should the owner violate any STR requirements, provide false or misleading information on an application, fail to pay required taxes or fees, or refuse to allow a required inspection. The owner shall be given a notice of a violation and 10 days to bring the STR into compliance. If there owner has three

violations within a 12-month period will end up in a denial, suspension or revocation of the license.

Taxes and Fees. An Owner shall pay all required taxes and fees.

FISCAL IMPACT

None. There could be future costs associated with enforcement.

ORDINANCE #__-2020

AN ORDINANCE ENACTING BUSINESS LICENS REGULATIONS FOR SHORT-TERM RENTALS.

WHEREAS, Springville City has adopted a short-term rental land use regulation, which allows short-term rentals within residential zones; and

WHEREAS, part of the land use regulations for a short-term rental, an owner is required to obtain a short-term rental business license; and

WHEREAS, on August 4, 2020, in a public meeting, the Springville City Council found that this Ordinance is in the interest of the health, safety and welfare of its citizens and is appropriate and necessary for the proper and orderly development of Springville City with respect to short-term rental business licenses

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

SECTION 1: Adoption. SECTION AMENDED. Sections 7-10-101 through 108 of the Springville City Code is hereby adopted to read and provide as follows:

Section 7-10-101 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) “Land Use Regulations” means those land use regulations in Title 11, the “Development Code,” of this Code.
- (2)
 - (a) “Owner” means an individual who is:
 - (i.) A fee title owner who possesses 50 percent or more ownership in a short-term rental unit; or
 - (ii.) A trustor of a family trust which possesses 50 percent or more ownership of a STR unit.
 - (b) An owner of a short-term rental shall not be a corporation, partnership, limited liability company, or similar corporate entity.
- (3) “Person” means an individual, firm, partnership, corporation, association, joint venture, governmental entity or other legal entity, and shall include the plural as well as the singular.

- (4) “Renter” means a single person or single group of people whose primary residence is at another location and who provide compensation, in any form, in exchange for occupancy in a short-term rental unit.
- (5) “Short-term Rental” or “STR” means use of a dwelling for temporary sojourn or transient visit for a period of less than 30 consecutive days by a renter.
- (6) “Short-term Rental Unit” or “STR Unit” means the individual house, apartment, condominium, townhome, other dwelling, or portion thereof being used for short-term rental as it has been shown in the short-term special use permit.
- (7) “Short-term Rental License” or “STRL” means a business license to operate a short-term rental unit. A short-term rental license is not the same as a short-term special use permit.
- (8) “Short-term Special Use Permit” or “SSUP” means a special use permit required by the land use regulations to operate a STR unit within a dwelling or a portion of a dwelling.

Section 7-10-102 Short-Term Rental Prohibited.

No person shall lease, or allow to be leased, any dwelling, or portion of a dwelling, for a lease term less than 30 days without first obtaining a SSUP and a STRL.

Section 7-10-103 Exceptions.

- (1) The below situations are exceptions to the requirement to obtain a SSUP and a STRL.
 - (a) Rentals of 30 or more consecutive days in duration in any of the City's residential zoning districts shall not be subject to the provisions of this section.
 - (b) Bed and breakfasts, hotels, and motels, as described and regulated in the land use regulations of this Code, shall not be subject to the provisions of this chapter.
- (2) The uses described in subsections 1(a) and 1(b) may require a property owner to comply with other regulations of this Code.

Section 7-10-104 Short-term Rental Business License Application and Renewal.

- (1) A STRL is valid for only one STR unit.
- (2) Only one STRL may be granted to any person.

- (3) Application. An owner may be granted a STRL through the following process:
- (a) Prior to applying for a STRL, an applicant must first have been granted a STR special use permit approval pursuant to the land use regulations;
 - (b) Complete the appropriate application form as provided by the City;
 - (c) A STRL will only be valid for a period of one-year and must be renewed prior to the expiration of an active STRL;
 - (d) The license officer shall not renew a STRL if it has incurred more than the maximum number of allowed violations over the 12-month period immediately preceding the STRL renewal deadline;
 - (e) Completion of all required inspections;
 - (f) A copy of the appropriate sales tax license issued by the State of Utah shall be submitted and verified with the initial application for a STRL; and
 - (g) Provide any other documents required by the license official.
- (4) Renewal. For any renewal, the City may require verification that the rental nights per year, maximum consecutive rental nights, and rental vacancy period did not exceed the limits described in the land use regulations.

Sec. 7-10-105 Inspections.

Prior to being granted a STRL, the owner shall schedule all inspections requested by the City. An inspection shall be required by the building and/or fire and/or code enforcement officials at the time of STRL application and intermittently as deemed necessary by the license officer to:

- (1) Ensure that the STR unit complies with the information contained in the application and with the requirements of this section, including the approval of a current short-term special use permit;
- (2) Ensure that the STR unit has a working carbon monoxide detector on each floor; and
- (3) Ensure that the STR unit has a working smoke alarm in each sleeping area with a minimum of one smoke alarm on each floor.

Section 7-10-106 Grounds for Denial, Suspension or Revocation of a STRL.

- (1) Granting STRL shall not be considered or deemed a right and, if granted, inures to the benefit of the applicant only as a privilege temporarily granted. The City reserves the right to deny any application for a STRL.
- (2) If the license officer finds that any applicant does not meet the requirements of or is disqualified under any section of this chapter, or if it is found that the application is deficient in any way, or any of the facts provided thereon are false, the application shall be denied or the STRL revoked.

- (3) Any STRL requested or granted pursuant to this section may be denied, suspended, or revoked by the license officer pursuant to procedures established in this title for the following:
- (a) Violation by the applicant, occupants, or employees representing the STR unit owner, of any other City, County, State or Federal laws or regulations governing the operation of STRs;
 - (b) Applicant supplied false or misleading information when applying for a STRL or SSUP or withheld relevant information on any application;
 - (c) The STR unit no longer complies with the standards, qualifications or conditions necessary to obtain or maintain a STR special use permit;
 - (d) The applicant has failed to pay applicable taxes, fees and fines described herein; or
 - (e) The applicant has refused to allow authorized representatives of the City to make an inspection or has interfered with such representatives while in the performance of their duty in making such inspection.
- (4) The City shall give at least ten working days written notice, mailed or otherwise delivered to the mailing address listed on the STRL application, of the alleged violation or the manner in which the STR unit and/or operator no longer complies with the requirements for the STRL with the opportunity to correct the problem during said time. The ten-day notice period may be waived or reduced if there is a risk to public health, safety or welfare. Any substantiated, unresolved complaint, regarding the violation of standards, qualifications or application requirements or any of the above violations, which is received and verified by the City, against any STRL, will require that any approvals, permits, and licenses be revoked and the STR cease to operate.
- (5) Any three violations by the STR unit owner or any renters, as described in the land use regulations and this Code in any 12-month period shall result in a STRL being denied, suspended, or revoked by the license officer.

Section 7-10-107 Process for Appeal of Denied, Suspended, or Revoked STRL.

Any appeal of a denied, suspended, or revoked STRL shall follow the process outlined in this Title 7.

Section 7-10-108 Taxes and Fees.

STR owners shall pay all taxes and fees relating to the STR, including without limitation the special use permit application fees, the business license fees, property tax, sales tax, and the Utah transient room tax. The amount of the fees required to obtain the licenses and permits described herein shall be established by resolution of the City Council.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon first publication.

PASSED, ADOPTED AND ORDERED POSTED by the Council of Springville City, Utah this _____ day of August, 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: July 30, 2020

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

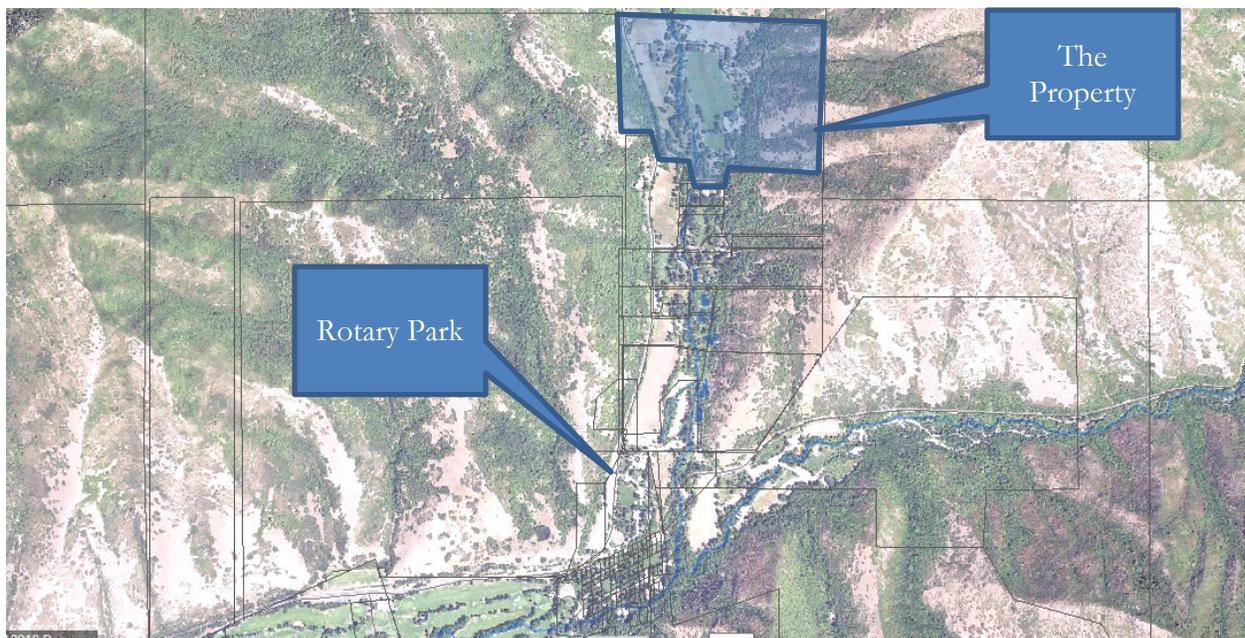
SUBJECT: CONSIDERATION OF A RESOLUTION TO ENTER INTO A PURCHASE AND SALE AGREEMENT TO PURCHASE APPROXIMATELY 72.364 ACRES OF PROPERTY IN HOBBLE CREEK CANYON.

RECOMMENDED MOTION

Motion to approve Resolution No. _____ that authorizes Springville City to execute a purchase and sale agreement to purchase approximately 72.364 acres of property in Hobble Creek Canyon for the purchase price of \$3,000,000.

BACKGROUND

In late 2019, Bill Thomas approached the City as a potential buyer of his property consisting of 72.364 acres in Hobble Creek Canyon (the "Property"). The Property is located approximately 3,000 feet north of the City's Rotary Park, as shown on the below map.



The Property comes with four houses, a large restroom facility, a large pavilion, and a storage shed. The buildings are in various conditions and will be better evaluated during the due diligence period. Approximately 40 of the 72 acres are on flat, usable ground. The remaining acreage is hillside acreage that is still usable for various purposes.

The purpose for purchasing the Property would be to further develop recreation opportunities in Hobble Creek Canyon for the benefit of the City's residents. The property is beautiful, with Hobble Creek running through the middle of it.

The purchase agreement contains the following provisions:

Property: The Property consists of 72.364 acres and includes four houses, a large restroom facility, a large pavilion, a storage shed, and 7.5 canyon shares of Springville Irrigation Company water. The Property also has two culinary connections to the City's water system.

Purchase Price: The purchase price for the property is \$3,000,000, which is also the appraised price. Within 20 days of executing the agreement, the City will tender a \$10,000 earnest money deposit that shall go towards the purchase price at closing. In the event, the City decides not to purchase the property during the due diligence period, the earnest money deposit shall be returned to the City.

Escrow Agent: The seller has requested to use Cindy Shepard with North American Title in Spanish Fork as the escrow agent.

Due Diligence Period: The Due Diligence period shall be for 90 days. During the due diligence period, the City will be allowed to perform all necessary inspections to determine that the property is in good condition. The City may terminate the agreement during the due diligence for any reason and have the earnest money returned.

Lease. The seller shall have the right to lease the property for up to three years as long as the seller maintains the property in good condition.

Closing. Closing will happen within 30 days after the due diligence period. Seller will deed the property to the City with a warranty deed acceptable to the City.

Closing Costs. Seller shall be responsible for property taxes, including any rollback taxes, and will pay for a title insurance policy. All other customary closing costs will be equally split between the parties.

FISCAL IMPACT

Springville City will pay \$3,000,000 for the Property.

RESOLUTION #2020 -__

A RESOLUTION APPROVING THE EXECUTION OF A PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND THE THOMAS FAMILY TRUST FOR THE PURCHASE OF 72.364 ACRES IN HOBBLE CREEK CANYON.

WHEREAS, Springville City is adjacent to Hobble Creek Canyon, which canyon has always been a highly used recreation area for City residents; and

WHEREAS, Springville City currently has hundreds of acres of park property in Hobble Creek Canyon and desires to continue to enhance the recreational opportunities for its residents in the canyon; and

WHEREAS, the Thomas Family Trust owns 72.364 acres of beautiful recreation property; and

WHEREAS, the Thomas Family Trust has agreed to sell its property for the appraised value of \$3,000,000; and

WHEREAS, on August 4, 2020, in a public meeting, the City Council heard evidence and other information concerning the purchase agreement attached to this resolution and finds that purchasing the property is in the best interest of Springville City and will serve the health, welfare, and recreational needs of the City's residents.

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

SECTION 1. Agreement Approval. The Purchase and Sale Agreement, substantially in the form attached as EXHIBIT A, is approved and shall be executed by Springville City's Mayor.

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

PASSED AND APPROVED this 2nd day of July 2019.

By _____
Richard J. Child, Mayor

ATTEST

Kim Crane, Recorder

EXHIBIT A

**PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND THE
THOMAS FAMILY TRUST FOR THE PURCHASE OF 72.364 ACRES
IN HOBBLE CREEK CANYON**

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the ____ day of _____, 2020 (the "**Effective Date**"), by and between Ralph William Thomas and Marcia Ann Thomas, Trustees of the Thomas Family Trust dated June 7, 1990 ("**Seller**"), and CITY OF SPRINGVILLE, a Utah municipal corporation ("**Buyer**").

RECITALS

A. Seller is the owner of approximately 72.364 acres of real property located in Hobble Creek Canyon in Utah County, which property is legally described on Exhibit A attached hereto (the "**Real Property**").

B. Buyer desires to purchase the Real Property, along with 7.5 Springville Irrigation Company canyon water shares, from Seller for development of a public park and other city purposes (the "**Intended Use**").

C. Seller is willing to sell the Real Property, including the 7.5 canyon water shares, to Buyer upon the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Real Property and all improvements and structures affixed to and appurtenant to the land, including, without limitation, fixtures, houses, buildings, fences, trees, vines, and crops together with: (i) all easements, rights-of-way, and rights of access appurtenant to the Real Property, (ii) all appurtenances, permits, licenses, and other rights related to the Real Property, (iii) all mineral rights or subsurface rights of any kind whatsoever, and (iv) 7.5 Springville Irrigation Canyon water shares (collectively, the "**Property**"). The 7.5 Springville Irrigation Company canyon water shares shall be water shares that provides allows for water to be used on the Property without a change application, meets all beneficial use requirements, is unencumbered and is free of liens and unpaid assessments, dues or fees.

2. **Purchase Price.**

2.1. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property shall be Three Million Dollars (\$3,000,000.00) (the "**Purchase Price**").

2.2. **Deposit.** An earnest money deposit of ten thousand dollars and 00/100 (\$10,000.00) (the "**Deposit**") shall be delivered to Cindy Shepard, an escrow officer with North American Title Company, 265 North Main Street, Spanish Fork, Utah, 84660 ("**Escrow Agent**") within twenty (20) business days after the Effective Date. Except as otherwise provided in this Agreement, the Deposit will be non-refundable to Buyer at the expiration of the Due Diligence Period. At Closing, the Deposit shall apply to, and be credited against, payment of the Purchase Price.

3. **Due Diligence Period.** Buyer shall have until 5:00 p.m. Mountain Standard Time on the date which is 90 days from the Effective Date to perform due diligence on the Property (the “**Due Diligence Period**”).

3.1. **Due Diligence.** During the Due Diligence Period, Buyer may perform (at Buyer’s expense) any due diligence it desires on the Property, including, without limitation, review of the Seller Disclosures (defined in Section 3.3), investigation of title, survey, soils, and perform any non-invasive necessary tests and reports regarding the condition of the Property (the “**Due Diligence**”).

3.2. **License; Indemnity.** Seller hereby grants to Buyer and Buyer’s employees, contractors and agents, upon reasonable notice, a nonexclusive revocable license to enter upon the Property, at Buyer’s sole risk, to conduct Buyer’s Due Diligence during the Due Diligence Period. Buyer will immediately repair any damage to the Property resulting from such entry upon, or testing or inspection of, the Property. The parties hereby acknowledge and agree that Grantee is a governmental entity under the Utah Governmental Immunity Act, Utah Code Ann., §63G-7-101, et seq. (“UGIA”). Nothing in this Agreement, including without limitation any indemnity obligations, shall be construed as a waiver of any rights, immunities, defenses or judgment limitations under the UGIA. In no event shall Buyer have the right to conduct or permit any intrusive or invasive physical testing on the Property without the additional prior written consent of Seller, except that Buyer shall have the right to conduct a reasonable geotechnical soils analysis including reasonable borings related thereto without Seller’s consent. At Seller’s option, Seller or its representatives may be present for any such inspection, test or study. Buyer shall bear the cost of all inspections, tests and studies.

3.3. **Seller Disclosures.** On or before twenty (20) days following the Effective Date, Seller shall deliver to Buyer: (i) copies of any existing surveys of the Property in Seller’s possession, (ii) copies of all leases, drawings, records, reports, tests, and other documents relating to the Property in Seller’s possession, (iii) any and all disclosures required to be made by Seller pursuant to any applicable laws, and (iv) other information regarding the Property reasonably requested by Buyer that is in Seller’s possession (collectively, the “**Seller Disclosures**”). Seller represents that to the knowledge of Seller, any Seller Disclosures that were prepared by Seller and bear Seller’s signature are correct.

3.4. **Title Policy.** Seller shall, within twenty (20) days following the Effective Date, furnish to Buyer a commitment for title insurance (the “**Title Report**”), together with copies of all documents referred to in the Title Report as exceptions to title. During the Due Diligence Period, Seller and Buyer will work together to agree upon the title exceptions in the Title Report that will remain in the final title policy (ALTA owner’s title insurance policy) (the “**Title Policy**”) at the Closing. It shall be a condition of closing to Buyer’s benefit that on and before the Closing the title company (and its underwriter) shall commit to issue the Title Policy to Buyer (at Seller’s sole expense) at the Closing, subject only to the Permitted Exceptions, and together with such endorsements as Buyer shall reasonably request. Seller agrees to provide to Escrow Agent such customary affidavits and other documents as Escrow Agent may reasonably require.

3.5. **Survey.** During the Due Diligence Period, Buyer may, at Buyer’s expense, obtain a survey for the Property by either updating the survey provided by Seller (if any), or causing to be prepared a new survey for the Property. The most recent survey for the Property, whether such survey is a new or updated survey prepared for the benefit of or commissioned by Buyer, or any previous survey provided by Seller, shall be referred to herein as the “**Survey.**”

3.6. Subdivision. The parties will work together to ensure all local and state land use laws are followed, including, without limitation.

3.7. Termination. In the event, in Buyer's sole judgment and discretion, that the Property is not suitable to Buyer, or, if during the Due Diligence Period, Buyer for any reason (or no reason at all) decides not to purchase the Property, Buyer shall have the right to deliver a written termination notice to Seller on or before the expiration of the Due Diligence Period. If Buyer timely delivers to Seller such termination notice, then this Agreement shall terminate and the Deposit shall be returned to Buyer, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement. In the event that Buyer does not timely terminate this Agreement by written notice as described in this Section 3.7, then Buyer (i) shall be deemed (a) to have waived its right to terminate under this Section 3.7, and (b) to have approved the condition of the Property in all respects; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

4. Seller Representations and Warranties. Seller, to the best of Seller's knowledge, represents and warrants to Buyer as follows:

4.1. Condemnation; Eminent Domain. Seller has no actual knowledge of any condemnation, eminent domain, or similar proceedings affecting any of the Property.

4.2. Liens. Seller is not aware of any claims of any mechanics, laborers, or persons furnishing materials to the Property. Seller is not aware of any liens on or associated with the Property.

4.3. Leases. Seller has not entered into and is not aware of any leases that encumber the Property.

4.4. Ownership. Seller owns the Property in fee title and has all necessary ownership rights to sell the Property pursuant to this agreement.

4.5. Actions. Seller is not aware of any actions, suits, judgments, claims, bankruptcy proceedings, or other matters pending or threatened against or affecting Seller or the Property, at law or at equity, before or by any person or entity, which would affect in any way Seller's title to or usage of the Property or any part thereof.

5. Continued Lease. Following the Closing on the Property, the Seller shall have the right to occupy and lease the Property at no cost for a period of up to three years, as long as the Seller maintains the Property in good condition at Seller's own cost, pays all utility fees and other fees and makes all necessary repairs on the Property. The home and buildings shall be leased in an "as is, where is, with all faults" condition. Prior to Closing, the parties will agree to a lease that is agreeable to both parties for the three-year lease.

6. Closing.

6.1. Closing Documents. Closing of the transaction set forth in this Agreement (the "**Closing**") shall occur on or before the date which is 120 days from the Effective Date (the "**Closing Date**"). At the Closing, Buyer shall deliver to Escrow Agent the Purchase Price, and any documents or instruments reasonably necessary or appropriate, consistent with this Agreement, as may be required by Escrow Agent. At the Closing, Seller shall deliver to Escrow Agent: (i) a Warranty Deed granting the Property to Buyer (the "**Deed**") in a form that is acceptable to Buyer; (ii) a Non-Foreign Person Affidavit acceptable to the Escrow Agent; and (iii) any other documents

or instruments reasonably necessary or appropriate, consistent with this Agreement, as may be required by Buyer or the Escrow Agent.

6.2. **Closing Costs and Fees.** At the Closing, Escrow Agent shall prepare, and each of Buyer and Seller shall execute, a settlement statement. On the settlement statement, (i) all real property taxes and assessments accrued for the current year shall be prorated between the parties; any rollback taxes or deferred taxes shall be the responsibility of Seller; (ii) Seller shall pay the cost of the Title Policy, and (iii) all other customary credits, debits and charges, including fees owed to Escrow Agent, shall be paid 50% by each party unless otherwise agreed in this Agreement.

6.3. **Closing.** Upon receipt of all cash and documents required by this Agreement, Escrow Agent shall obtain authorization from both Seller and Buyer to close, and shall thereafter proceed to close by recording the Deed and delivering the Purchase Price to Seller, and otherwise handling all matters necessary to close this transaction. Seller shall deliver possession of the Property to Buyer immediately on the Closing.

7. **Risk of Loss.** All risk of loss and destruction of the Property and improvements, and all Property expenses and insurance, shall be borne by Seller until the Closing. If any condemnation proceedings are brought or threatened respecting any portion of the Property or any damage or destruction of all or a portion of the Property occurs between the Effective Date and the Closing, Seller shall immediately notify Buyer, which notice shall specify the type and extent of such condemnation or damage. Within fifteen (15) days after receipt of such notice, Buyer shall have the option to either (i) terminate this Agreement upon written notice to Seller or (ii) proceed to close the transaction contemplated by this Agreement, in which case Buyer shall be entitled to receive and Seller shall assign to Buyer, all of the condemnation awards, damages, and proceeds resulting from such condemnation, and/or all insurance proceeds resulting from any damage.

8. **Default.** If either Seller or Buyer shall default in its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default and thirty (30) days in which to cure such default. If such default is not cured within such thirty (30) day period, thereafter the non-defaulting party shall have all of its rights and remedies as allowed by the laws of the State, including, without limitation, if Seller defaults, the right for Buyer to specifically enforce this Agreement; provided, however, that if Buyer is in default of this Agreement, Seller's sole remedy shall be to retain any Deposit as agreed. Notwithstanding the foregoing, all time periods set forth herein in which Seller must satisfy any condition, perform any act, or otherwise complete any task are not subject to any cure period.

9. **Brokerage Commissions.** The parties agree that no brokers, agents or finders have been involved in this transaction and each party hereby agrees to indemnify and hold the other completely free and harmless from any and all liability based upon claims from brokers, agents, finders or others claiming through or under the indemnifying party.

10. **Notices.** Except as otherwise required by law, any notice, demand, or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, facsimile, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing) and to Escrow Agent if required by this Agreement:

SELLER:

Ralph William Thomas

135 Hobble Creek Canyon
Springville, Utah 84663
thomaspipeline@yahoo.com

BUYER:

Springville City
Attn: Troy Fitzgerald
110 South Main Street
Springville City, Utah 84663
tfitzgerald@springville.org

11. **Successors and Assigns**. All the terms and provisions of this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors, personal representatives, and assigns.

12. **Miscellaneous**. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement (including all attached exhibits) constitutes the entire agreement of the parties. All prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. Buyer and Seller acknowledge that Buyer is a government entity subject to the Utah Government Records Access and Management Act, which act may require Buyer to disclose this Agreement and information about this transaction to the public. If either party brings or commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees from the other party. Time is of the essence of this Agreement. If any deadline falls on a Saturday, Sunday or nationally recognized holiday, the deadline shall be the next business day. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provision hereof. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures to Follow]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

SELLER:

RALPH WILLIAM THOMAS, Trustee of the
Thomas Family Trust dated June 7, 1990.

By: _____

Name: _____

Its: _____

MARCIA ANN THOMAS, Trustee of the
Thomas Family Trust dated June 7, 1990.

BUYER:

CITY OF SPRINGVILLE,
a Utah municipal corporation

By: _____

Name: _____

Its: _____

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Real Property located in Utah County, Utah, described as follows:

COM S 729.24 FT & W 288.21 FT FR W 1/4 COR. SEC. 28, T7S, R4E, SLB&M.; S 84 DEG 7' 35" E 23.43 FT; S 84 DEG 7' 33" E 302.42 FT; E 301.88 FT; S 87 DEG 0' 0" E 1479 FT; S 4.59 FT; S 1506.3 FT; S 28 DEG 51' 20" W .03 FT; W 1030.18 FT; S 0 DEG 24' 59" W 100 FT; W 420.66 FT; N 3 DEG 42' 0" E 229.21 FT; W 295.19 FT; N 8 DEG 22' 0" W 261.5 FT; W 332.95 FT; N 1234.22 FT TO BEG. AREA 72.364 AC.