



**AGENDA FOR THE WORK / STUDY MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
APRIL 15, 2014 – 5:15 P.M.**

**MAYOR AND COUNCIL DINNER – 4:45 P.M.**

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

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

**COUNCIL BUSINESS**

1) Minutes

2) Calendar

- April 20 - Easter
- April 22-25 – ULCT Road School, St. George
- April 24 – ASAP Town Hall Meeting, at Library, 6:30 p.m.
- April 25, 2014 – Arbor Day
- April 25-26 – Spring Clean Up Days
- April 26 – ASAP Prescription Drug Take-Back at Library, 10:00-2:00 p.m.
- April 29 – Budget Retreat, Multipurpose Room, 1:00 p.m.
- April 30 – ASAP Student Town Hall meeting at Springville High, 1:45 p.m.
- May 6 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- May 17 – Springville City “Bike to Work Day” with the Mayor, 9:30 a.m.
- May 17 – Annual Art Ball, Art Museum, 6 p.m.
- May 11 – Mothers’ Day

3) Discussion on this evening’s Regular Meeting agenda items

- a) Invocation – Councilmember Child
- b) Pledge of Allegiance – Councilmember Creer
- c) Consent Agenda
  3. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
  4. Accept and approve the recommendation of the Parks and Recreation Board for the use of the 2014 County Recreation Grant in the amount of \$17,381.28; and authorizing staff to submit the application as presented – Charles Keeler, Recreation Director
  5. Final Plan Approval for the East Sunset Ridge Subdivision located at approximately 700 North 800 East in the R1-8 and R1-10 Single Family Residential Zones – Fred Aegerter, Community Development Director

This meeting was noticed in compliance with Utah Code 52-4-202 on April 10, 2014. Agendas and minutes are accessible through the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes). Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

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

THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE

6. Accept and approve a Mapleton/Springville Interlocal agreement for shared use of the Everbridge Emergency Notification System being purchased by Springville City – Scott Finlayson, Public Safety Director
7. Consideration of approving a Statewide Utility License Agreement between Springville City and the Utah Department of Transportation – John Penrod, Assistant City Administrator/City Attorney

**3) DISCUSSIONS/PRESENTATIONS**

- a) Golf
- b) Electric Distribution
- c) Public Works
- d) Parks

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

- a) Power Advisory Board – Councilmember Craig Conover
- b) South Utah Valley Animal Special Services District – Councilmember Dean Olsen

**5) CLOSED SESSION – TO BE ANNOUNCED IN MOTION**

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

**ADJOURNMENT**

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OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
APRIL 15, 2014 – 7:00 P.M.**

**CALL TO ORDER**

**INVOCATION AND PLEDGE  
APPROVAL OF THE MEETING'S AGENDA  
APPROVAL OF THE MINUTES  
MAYOR'S COMMENTS**

**CEREMONIAL AGENDA**

1. Arbor Day Proclamation
2. Presentation of the Mayor's Awards – Shannon Acor, ASAP Coordinator

**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\***

3. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
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- Kim Rayburn, City Recorder

The next regular Council Meeting will be held on May 6, 2014 at 7:00 p.m. in the Civic Center Council Chambers, 110 South Main Street, Springville, unless otherwise noticed. 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.

\*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.

## **PUBLIC HEARING AGENDA**

8. CONTINUED FROM MARCH 19, 2014 Public Hearing to consider an Ordinance adopting the amended Springville City General Plan to include the Historic Center Community Plan – Fred Aegerter, Community Development Director

## **REGULAR AGENDA**

9. Consideration of an Ordinance repealing Section 3-7-116, Pit Bull Dogs of the Springville City Code – Scott Finlayson, Public Safety Director
10. Consideration of an Ordinance, which amends Title 12, Chapter 7 Garbage Collection and Disposal, by adding Recycling language to the chapter – Brad Stapley, Public Works Director
11. Consideration of an Asset Transfer Agreement with Rocky Mountain Power to allow Springville City to provide service to customers within the Municipal Boundary – Leon Fredrickson, Power Department Director
12. Consideration of an agreement with Rocky Mountain Power regarding Electric Service by Springville City Outside of the Municipal Boundary – Leon Fredrickson, Power Department Director
13. Consideration of an Ordinance which amends Title 4, Chapter 2 Water and Sewer Department, by removing references to the Sewer Department which is now fully addressed in Title 4, Chapter 14 – Brad Stapley, Public Works Director

## **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

### **CLOSED SESSION**

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

### **ADJOURNMENT**

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**MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
FEBRUARY 18, 2014 – 7:00 P.M.**

6

The following are the minutes of the Regular Meeting of the Springville City Council. The meeting was held on **Tuesday, February 18, 2014, at 7:00 p.m.** in the Springville City Civic Center Council Chambers, 110 South Main Street, Springville, Utah. Adequate notice of this meeting, as required by law, was posted in the Civic Center and on the City's website, and delivered to members of the Council, media, and interested citizens.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Council Member Rick Child, Council Member Craig Conover, Council Member Christopher Creer, Council Member Dean Olsen, Council Member Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, and City Recorder Kim Rayburn. Also present were: Art City Substance Abuse Prevention (ASAP) Coordinator Shannon Acor, Community Development Director Fred Aegerter, Public Safety Director Scott Finlayson, Administrative Services Manager Rod Oldroyd, Buildings and Grounds Director Alex Roylance, Public Works Director Brad Stapley, and Museum of Art Director Dr. Rita Wright.

**CALL TO ORDER**

Mayor Clyde welcomed those present and called the meeting to order at 7:06 p.m.

**INVOCATION AND PLEDGE**

Council Member Creer offered the invocation. Council Member Conover asked Boy Scout Johnny Mortensen to lead the Pledge of Allegiance.

**APPROVAL OF THE MEETING'S AGENDA**

COUNCIL MEMBER SORENSEN MOVED TO APPROVE THE MEETING'S AGENDA AS WRITTEN. COUNCIL MEMBER CREER SECONDED THE MOTION. ALL VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

**APPROVAL OF THE MINUTES**

COUNCIL MEMBER CHILD MOVED TO APPROVE THE MINUTES OF FEBRUARY 04, 2014. COUNCIL MEMBER OLSEN SECONDED THE MOTION. ALL VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

**MAYOR'S COMMENTS**

Mayor Clyde welcomed scouts from troops 69, 124, 139, 259, 922 and 1400. He asked if there were any students on assignment. There were none.

44 **CEREMONIAL AGENDA**

46 **1. Presentation of the Mayor’s Awards – Shannon Acor, ASAP Coordinator**

46 Shannon Acor, ASAP Coordinator reported that three librarians nominated students for  
48 tonight’s recognition. Recently there was a Teen Night at the library that was attended by her  
48 and her husband in addition to 100 to 150 youth.

50 Ms. Acor introduced Isaac Gomez who was nominated for the Mayor’s Youth  
50 Recognition Award. Isaac is the son of Jorge and Maria Gomez and is a junior at Springville  
52 High School. He was nominated by his boy scout troop. He is a positive influence to the Latino  
52 community and is the first Latino in the two Spanish Boy Scout troops in Springville to earn the  
54 rank of Eagle Scout at the age of 16. He has also earned 41 merit badges and has received the  
54 Order of the Arrow. He is very involved in service in the community, is a good student, and a  
56 great citizen. Isaac is very social, admirable, and intelligent and looking forward to a bright  
56 future.

58 Ms. Acor next introduced Ricardo Moala, a sophomore at Springville High School. He  
58 was nominated by Librarian, Dan Sullivan. He is the son of Sandra Moala. In addition to  
60 countless hours of volunteer work, Ricardo has been a great example to teens in the community  
60 by demonstrating his love of reading and community involvement. He regularly attends Teen  
62 Nights at the library, helps set up and take down, participates in all activities, and brings friends.  
62 Ricardo is a joy to work with and has a great understanding of teen literature.

64 Preston Wilkins was identified as a sophomore at Springville High School. He was  
64 nominated by Librarian, Daphne Higby. He is the son of Joe and Melissa Wilkins. Preston  
66 volunteers at the library on a regular basis and is diligent about performing his duties. He is  
66 enthusiasm has spread to workers and patrons alike. Preston also goes above and beyond his  
68 normal responsibilities and has set up the library’s Mac Lab and is an excellent example to all.

68 Leslie Lifferth was next introduced. She is a junior at Springville High School and was  
68 nominated by Shelly Heaps. Her parents are Richard and Carol Lifferth. Leslie was described as  
70 a dedicated volunteer who takes her responsibilities seriously. She always finishes what she  
70 starts and lets those in charge know when she cannot be present so that there is never a lapse in  
72 completion of her responsibilities. She is a pleasure to have at the library and is always cheerful.

74 Photos of award recipients were taken. Mayor Clyde thanked the recipients and  
74 expressed appreciation to them for their efforts. He introduced the City’s Substance Abuse  
76 Program and stated that the intent is to prevent substance abuse in the community. The goal is to  
76 recognize young people in the community who are good examples to their peers.

78 **2. Presentation of the Government Finance Officer Association’s (GFOA)**

80 **Distinguished Budget Presentation Award to Springville City – City Administrator,  
80 Troy Fitzgerald**

82 City Administrator, Troy Fitzgerald, presented the Government Finance Officer  
82 Association’s (GFOA) Distinguished Budget Award to Springville City. GFOA represents  
84 thousands of communities with less than 10% receiving the award. It requires the budget  
84 document serve as a communication device for citizens. Finance Director, Bruce Riddle, has  
86 worked very hard over the past few years to get the City’s budget document in shape. Retired  
86 Finance Director, David Allen, commented on several occasions about how the budget has  
88 improved. Mr. Riddle and his department were commended for their efforts. Mayor Clyde  
88 presented Mr. Riddle with a plaque.

90 **PUBLIC COMMENT**

There were no public comments.

92

**CONSENT AGENDA**

94 3. **Approval of all City purchase orders properly signed** (Springville City Code §2-10-110(5));

96 4. Approval of the appointments of Patrick and Heidi Money as Chairs of the Art City Days Committee;

98 5. Approval of the appointment of Brian Johnson to the Economic Development Advisory Committee;

100 6. Approval of the appointment of Rod Andrew to the Water Advisory Board and the Power Advisory Board;

102 COUNCIL MEMBER CHILD MOVED TO APPROVE THE CONSENT AGENDA.  
104 COUNCIL MEMBER OLSEN SECONDED THE MOTION. VOTE ON MOTION: RICK  
CHILD-AYE, CRAIG CONOVER-AYE, CHRISTOPHER CREER-AYE, DEAN OLSEN-  
AYE, CHRIS SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY.

106

108 Council Member Sorensen commented that other names need to be added to the Library Board for the next meeting. Mr. Fitzgerald asked the Council to submit names to him to be sent on to the Mayor.

110

**PUBLIC HEARING AGENDA**

112

114 7. **Public Hearing to consider an Ordinance amending §11-6-124, Tendering of Water Rights prior to issuance of Building Permit, and §14-5-113(3), Water Rights Conveyance** – John Penrod, Assistant City Administrator/City Attorney.

116 Assistant City Administrator/City Attorney, John Penrod, reported that state law changed a few years ago. It took some time to bring it to the attention of the Council because of sensitive issues that exist with respect to development. The matter was recommended for approval by the Planning Commission at their last meeting. The proposed change to State Code only allows exactions in certain instances. The exactions have to be proportionate as to both the nature and impact of proposed development. The City cannot ask a developer to provide more water interest than what the development will use.

118 Timing issues were discussed with respect to when the developer should provide the water and how to make the calculation. Mr. Penrod explained that the current ordinance requires water to be provided at the time of the residential subdivision. Non-residential developments, however, must provide water at the time of building permit issuance or if there is a change of use on the property that requires more water. Mr. Penrod stated that this has caused concern for some developers. Single-family residential uses are required to have one water share per acre. One share equates to four acre-feet of Springville Irrigation Company water.

130 It was reported that multi-residential and non-residential uses will be calculated differently. Staff will first look at similar uses and fixtures or use standards if they are unable to find a similar use to compare it to. The City will look at similar uses or fixture standards, plumbing codes, and drinking water standards. There would be much less water usage than with a residential subdivision. They would make sure that the uses are truly similar.

134

136 Council Member Sorensen asked if the City allows payment in lieu of water shares.  
137 Mr. Fitzgerald stated that it was allowed at one time but is not any longer. Mr. Penrod expressed  
138 concern that not all water is used and could technically go elsewhere. He suggested they look at  
139 what the usage is based on various uses. A map was displayed showing outside property uses.  
140 Mr. Penrod stated that water tendering will remain with the standard, which is four acre-feet per  
141 share, meet the state beneficial use standard requirement, and require the owner to subject a  
142 signed affidavit.

143 The Council discussed various types of uses with respect to water consumption. Water  
144 rights issues were also discussed. Mayor Clyde stated that if the developer paid for water rights  
145 now they would transfer to a non-residential use. Mr. Penrod stated that in the end the policy  
146 will benefit developers. Mayor Clyde stated that they will be charged for water they use.

147 Council Member Sorensen stated that it will create more of a market place for people  
148 who require more water than they have diverted to their property. Council Member Child stated  
149 that as a City if they don't use their water rights within in a specified number of years, they will  
150 lose them to the state. He suggested the City use caution in how many shares the City will get.

151 Mr. Fitzgerald stated that if someone provides more water than is required for  
152 development, the developer will get credit but the City maintains the water right. In response to  
153 a question raised about Strawberry water, Mr. Fitzgerald stated that it must stay within the  
154 district. Anytime someone wants to move a share of irrigation company water out of the area,  
155 they cannot if it is Strawberry water. It was noted that the state will allow what the City will use  
156 in the reasonable future. If the City gets too much water they cannot require developers to  
157 contribute water in excess of that amount. What is proposed allows the City to get to that point  
158 and remain on track.

159 Mayor Clyde commented that the change is nothing the City has control over because the  
160 Legislature required it. In the past the developer used to provide the water at the time of  
161 development and then charged the property owner. Now in most cases the developer will charge  
162 for the land and then whoever obtains the building permit has to provide and pay for the water.  
163 Mr. Penrod stated that is one of the staff's primary concerns. In addition, they have looked at  
164 other cities to see how they are doing it.

165 Mayor Clyde opened the public hearing. There were no public comments.

166 COUNCIL MEMBER CREER MOVED TO CLOSE THE PUBLIC HEARING.  
167 COUNCIL MEMBER CONOVER SECONDED THE MOTION. ALL PRESENT VOTED IN  
168 FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

169 Council Member Sorensen commented that it is important for the City to look into the  
170 City's bank of water shares and look into what they have. He thought it would be wise to have a  
171 bank of shares. Mayor Clyde commented that as part of the economic development plan the City  
172 should make sure there is water available to be purchased and that no one is turned away from  
173 developing as a result.

174 COUNCIL MEMBER SORENSEN MOVED TO APPROVE **ORDINANCE #04-2014**  
175 **AMENDING § 11-6-124, TENDERING WATER RIGHTS PRIOR TO ISSUANCE OF**  
176 **BUILDING PERMIT, AND §14-5-113(3), WATER RIGHTS CONVENANCE. COUNCIL**  
177 **MEMBER CREER SECONDED THE MOTION. VOTE ON MOTION: RICK CHILD-AYE,**  
178 **CRAIG CONOVER-AYE, CHRISTOPHER CREER-AYE, DEAN OLSEN-AYE, CHRIS**  
179 **SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY.**

180

182 8. **Public Hearing to consider an Ordinance amending §14-1-202, Definitions,**  
183 **pertaining to Improvement Completion Assurance, Warranty, and Warranty**  
184 **Period; §14-2-105, Final Plat Approval; §14-5-101, Required Improvements, and**  
185 **Title 14, Chapter 5, Article 200 et seq., Guarantee of Performance – John Penrod,**  
186 **Assistant City Administrator/City Attorney.**

187 Assistant City Administrator/City Attorney, John Penrod reported that the above item is  
188 the result of a change that occurred during the last legislative session. He explained that the  
189 ordinance addresses three issues. The City must first adopt objective inspection standards.  
190 Second, there must be a change with respect to how development may occur. It allows more  
191 flexibility for development and protects the City. Lastly, the warranty has been limited to 10%  
192 for the warranty period. It is based on the developer's reasonable actual cost. The proposed  
193 change affects the time period since the developer can now develop the property without  
194 recording the subdivision plat.

195 Mr. Penrod explained that the proposed ordinance also effects the timing period. Once a  
196 developer comes in for approval, within six months after approval he must provide the  
197 documentation required as part of the approval. A developer can then move forward with  
198 construction. In addition, the improvements must be installed within one year of the date of final  
199 approval or one year from the date of plat recordation.

200 In response to a question raised by Council Member Sorensen, Mr. Penrod stated that the  
201 same inspection requirements will apply; however, there will be no bonding requirements.  
202 Definitions were added for "completion assurance" and "improvement warranty". It was  
203 clarified that the letter of credit will be irrevocable and must be approved by the City.

204 With respect to the approved warranty period, currently the code specifies two years,  
205 however, state law allows one year with respect to landscaping and public infrastructure. The  
206 one-year time limitation can be extended for public infrastructure if there is evidence of prior  
207 poor performance by a developer.

208 The bonding assurance provision was discussed. Mr. Penrod stated that currently they  
209 require 125% of the engineer's estimated cost. That amount was reduced to 110% of the cost of  
210 improvements plus 10% for the warranty period. It was noted that the types of assurances will  
211 remain the same. With respect to the final inspection, the time period has changed. Going  
212 forward it will be when the infrastructure is completed or 30 days prior to the end of the time  
213 period. The duration of assurance shall be one year. A revision was made to allow the assurance  
214 to run for 30 days beyond the one-year period in the event there are problems.

215 Mr. Penrod stated that the warranty period is 10% with the changes. These could also  
216 include the reasonable improvement costs to the developer. The default provisions remained  
217 unchanged. Staff will still come back to the City Council if the developer is in default. Mr.  
218 Penrod next addressed landscaping issues. Currently the code requires a completion bond of  
219 125% for all landscaping. The City holds 25% of that as a warranty. The proposed change is  
220 more business-friendly and is the last thing to occur on the development. The bond is released  
221 once the work is completed.

222 Mayor Clyde opened the public hearing. There were no public comments.

223 COUNCIL MEMBER CONOVER MOVED TO CLOSE THE PUBLIC HEARING.  
224 COUNCIL MEMBER CREER SECONDED THE MOTION. ALL PRESENT VOTED IN  
225 FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

226 COUNCIL MEMBER CONOVER MOVED TO APPROVE **ORDINANCE #05-2014**  
228 AMENDING § 14-1-202, 14-2-105, 14-5101, DEFINITIONS, PERTAINING TO  
230 IMPROVEMENT COMPLETION ASSURANCE, WARRANTY, AND WARRANTY  
232 PERIOD; §14-2-105, FINAL PLAT APPROVAL; §14-5-101, REQUIRED IMPROVEMENTS,  
234 AND TITLE 14, CHAPTER 5, ARTICLE 200 ET SEQ., GUARANTEE OF PERFORMANCE.  
COUNCIL MEMBER SORENSEN SECONDED THE MOTION. VOTE ON MOTION: RICK  
CHILD-AYE, CRAIG CONOVER-AYE, CHRISTOPHER CREER-AYE, DEAN OLSEN-  
AYE, CHRIS SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY.

#### REGULAR AGENDA

236 9. **Consideration of a bid award and contract for the 900 South Well/Burt Springs**  
238 **Electrical Improvement Project** – Brad Stapley, Public Works Director.

238 Public Works Director, Brad Stapley, reported that one of the major projects they are  
240 working on presently is to make the water system more efficient. The proposed contract is an  
242 effort to improve cost and the provide water to more sources within the system. It was noted that  
244 there is unused water that could be captured and used in the system. The spillage is due to the  
City’s lack of a sophisticated valve control. The proposed improvements will primarily be  
electrical. This year it is expected that the City will pump approximately 1,500 to gallons per  
minute and divert the overflow. Gallon per minute issues were discussed.

246 Mayor Clyde stated that the City should be able to take their share of water and add it to  
248 the culinary tanks. City Administrator Fitzgerald stated that the City can take what is allowed  
250 through the number one ditch. Mr. Stapley explained that they need to monitor and control the  
252 flow of water. Mayor Clyde stated that the City will be tight on water this summer and  
254 suggested they figure out how to get what is proposed started. He noted that what the City  
256 doesn’t use will be consumed by Springville Irrigation Company. Mayor Clyde recommended  
258 staff identify all of the sources of Springville Irrigation Company water and determine how much  
the City owns and how much they use. He estimated that they use a small percentage of what  
they own and thought it would be appropriate to use it. Mr. Stapley stated that the first step in  
accomplishing that is moving the 1,500 acre-feet of irrigation shares. Ways of accomplishing  
this and adjusting pressures were described. The intent is to make the flow work better to get the  
most efficient use of the water they have. Mr. Stapley noted that the funding for the project is  
available in the budget. In answer to a question raised, Mr. Fitzgerald stated that the City is  
using all the water they can. Timing issues were discussed. If approved tonight, it was estimated  
that the project will be completed within 60 days.

260 COUNCIL MEMBER CHILD MOVED TO APPROVE A CONTRACT FOR THE 900  
262 SOUTHWELL/BURT SPRINGS ELECTRICAL IMPROVEMENT PROJECT. COUNCIL  
MEMBER OLSEN SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR OF  
264 THE MOTION. THE MOTION PASSED UNANIMOUSLY.

266 10. **A Resolution Establishing An Ad Hoc Committee To Review The Sign Ordinance** –  
268 City Administrator Troy Fitzgerald.

268 City Administrator Fitzgerald reported that staff was directed to draft a resolution  
270 creating an ad hoc committee to review the sign ordinance. The primary purpose would be to  
review the existing sign ordinance and recommend alterations, adjustments, or updates to the

272 Planning Commission to be ultimately forwarded to the City Council. Staff asked for direction  
prior to establishing the committee. The procedure followed to amend the sign ordinance  
approximately 10 years earlier was described.

274 Mayor Clyde recommended the Council approve the resolution tonight and then establish  
a committee who will work with staff. Council Member Conover recommended the committee  
276 involve the business community. He stated that in the past with other committees, many felt  
their voices were not being heard. Ways of utilizing a facilitator was discussed. Staff would  
278 write the ordinance with the help of the ad hoc committee. Members of the business community  
participated in the process previously. Procedural issues were discussed. Council Member  
280 Sorensen liked the idea of utilizing the services of a facilitator. Mr. Fitzgerald stated that the  
facilitator will be a neutral third party who will know what process to follow. Council Member  
282 Child asked who will choose the facilitator. Mr. Fitzgerald indicated that the Council can choose  
the facilitator. If desired, staff can provide a list of qualified individuals. Council Member  
284 Olsen stressed the importance of having a mix of people serve on the committee.

286 COUNCIL MEMBER CONOVER MOVED TO APPROVE **RESOLUTION #2014-04**  
TO ESTABLISH AN AD HOC COMMITTEE TO REVIEW THE SIGN ORDINANCE.  
288 COUNCIL MEMBER CREER SECONDED THE MOTION. VOTE ON MOTION: RICK  
CHILD-AYE, CRAIG CONOVER-AYE, CHRISTOPHER CREER-AYE, DEAN OLSEN-  
290 AYE, CHRIS SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY.

292 **11. Consideration of a gas hedge for the Nebo project for third-quarter gas up to ten**  
**years** – Power Director, Leon Fredrickson.

294 Power Generation Superintendent, Matt Hancock, reported that a unique situation  
occurred where there was discussion on fuel with the Utah Associated Municipal Power Systems  
296 (UAMPS). He explained that the situation is volatile due to cold weather back east. As a result  
gas prices have fluctuated dramatically. He explained that the market can change rapidly. A  
298 graph was displayed of last year's prediction of natural gas prices over years. The current  
situation is the reverse of what was predicted and the backend is low. This gives the opportunity  
300 for fuel users to buy forward and lock in prices for a very long time.

302 Mr. Hancock described fracking and stated that it is a way of extracting gas. Council  
Member Olsen commented that fracking is controversial. Mr. Hancock stated that they can  
potentially flood the market with fuel. They have used controversial chemicals as well.  
304 Ultimately the City can pursue a 10-year contract. The reasoning and background on the matter  
was given. He explained that the demand for natural gas is increasing and a great deal of growth  
306 is predicted.

308 Council Member Creer remarked that the graph seems to show that they are paying more  
than they would with the fluctuations. Mr. Fitzgerald stated that if the City doesn't make a  
transaction they will have to deal with market fluctuations. He reminded them that natural gas  
310 costs more in the winter than in the summer. The intent is to stabilize the price. It was  
acknowledged that energy needs will continue to increase over time. Mr. Hancock explained  
312 that the proposal is broken down into two contracts. The first is for June, July, and August. The  
second begins September of 2018. The price is not to exceed 465 but staff believes it will be  
314 lower than that and expects it to close around 450. Mr. Hancock noted that there will be  
transmission costs added on top of that. Cost issues were discussed.

316

318 COUNCIL MEMBER CONOVER MOVED TO GRANT THE ELECTRIC  
DEPARTMENT THE AUTHORITY TO ENTER INTO NATURAL GAS CONTRACTS FOR  
320 THE NEBO POWER PLANT. COUNCIL MEMBER SORENSEN SECONDED THE  
MOTION.

322 COUNCIL MEMBER CONOVER MOVED TO AMEND THE MOTION TO  
INCLUDE THE PARAMETERS OF THE CONTRACT. THE AMENDMENT WAS NOT  
324 SECONDED.

Council Member Sorensen questioned the motion and asked if it would overlap.

326

COUNCIL MEMBER CONOVER WITHDREW HIS MOTION.

328

COUNCIL MEMBER CONOVER MOVED TO GRANT THE ELECTRIC  
330 DEPARTMENT THE AUTHORITY TO ENTER INTO NATURAL GAS CONTRACTS FOR  
THE NEBO POWER PLANT, INCLUDE THE PARAMETERS OF THE CONTRACT, AND  
332 NOT EXCEED 2014 TO 2023. COUNCIL MEMBER SORENSEN SECONDED THE  
MOTION. VOTE ON MOTION: RICK CHILD-AYE, CRAIG CONOVER-AYE,  
334 CHRISTOPHER CREER-NAY, DEAN OLSEN-AYE, CHRIS SORENSEN-AYE. THE  
MOTION PASSED 4-TO-1.

336

#### **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

338

There were no reports

340

#### **CLOSED SESSION**

342

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

There was no closed session.

346

#### **ADJOURNMENT**

348

COUNCIL MEMBER OLSEN MOVED TO ADJOURN THE CITY COUNCIL  
MEETING AT 8:56 P.M. COUNCIL MEMBER CONOVER SECONDED THE MOTION.  
350 ALL PRESENT VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED  
UNANIMOUSLY.



- Whereas,* in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and
- Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I, Wilford W. Clyde, Mayor of the City of Springville, do hereby proclaim  
April 25, 2014 as

## Arbor Day

in the City of Springville, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

*Dated* this 15<sup>th</sup> day of April, 2014

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

## **2014 Municipal Recreation Grant Project Description**

Project Name: County Grant Projects  
(Splash Pad Upgrades, Art Shop Piano, Sewer Pipe and Related Rodeo Grounds Improvements, Ball Field Improvements)

Project Location: Springville Rodeo Grounds, Community Services Building, Civic Center Park, Bird Park, Kolob Park, Memorial Park

Project Type: Recreation Facilities

Grant Amount: \$17,381.28

### Background/Description:

Springville City operates a recreation facility known as the “Old Arts Shop”. The facility is used for a variety of purposes such as exercise classes, Yoga, Zumba, music, art classes and enrichment programs. The piano in the facility is approximately 75 years old and is no longer serviceable. It must be replaced. The funds from this grant will be matched by a second funding source to allow for the purchase.

In 2013 Springville City opened a splash pad in Civic Center Park. The public response was approximately 400% greater than expected. In order to continue the current service level the existing spray nozzles must be upgraded.

The Springville Rodeo Grounds currently has rest rooms that go directly to a holding tank that must be pumped during programs and events. Recent improvements to the city’s sewer system now allow us to connect the rodeo grounds to the sewer. A portion of this grant will allow for the purchase of the equipment necessary to make the needed improvements.

Springville manages and operates 11+ baseball/softball fields throughout the community. Upgrades and improvements have been made to the facilities over the past several years but additional improvements are needed to ensure a quality and safe experience for Springville citizens.

### Budget Breakdown

1.	Art Shop Piano (50% Of \$2,760.00 Budget)	\$1,381.28
2.	Splash Pad Spray Nozzles (12@ \$335)	\$4,000.00
3.	Approximately 850’ of 6” Sewer Pipe	\$5,000.00
4.	Ball Field Repair - 9 fields -\$50.00 per ton, 140 tons	<u>\$7,000.00</u>
	TOTAL	\$17,381.28



# Letter of Recommendation to City Council

## Springville City Board Name: Parks and Recreation Board

<b>Applicant:</b>	<b>Request:</b>	<b>Date of Meeting</b> March 27, 2014
Parks and Recreation Board	Distribution of County Recreation Grant for 2014 Total amount to be \$17,381.28	

<b>Motion by:</b> Harold Davis	<b>Second by:</b> Lynn Bartholomew
-----------------------------------	---------------------------------------

<b>RECOMMENDATION</b>	<input checked="" type="checkbox"/>	<b>APPROVE</b>	<input type="checkbox"/>	<b>DISAPPROVE</b>	<input type="checkbox"/>	<b>OTHER:</b>
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<b>CONDITIONS OF APPROVAL:</b>						
The funds to be utilized in the following manner:						
1.	Purchase of an electronic piano for the Art Shop					\$1,381.28
2.	Spray Nozzles for the Splash Pad.					\$4,000.00
3.	Sewer Pipe and Related Improvements at the Rodeo Grounds					\$5,000.00
4.	Ball Field Infield Improvements					\$7,000.00
	<b>TOTAL</b>					<b>\$17,381.28</b>

<b>Voting Record:</b>			
Member Name	APPROVE	DENY	ABSTAIN
Lisa Willey	X		
Lynn Bartholomew	X		
Harold Davis	X		
Katie Sousa	X		
Julie Kappas	X		

Lisa Willey Chair (pro-tem)	March 27, 2014 Date
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# Utah County Commission

## 2014 Municipal Recreational Grants APPLICATION

Municipality: Springville City  
Name of Preparer/Contact Person: Chuck Keeler  
Mailing Address: 110 S Main, Springville Utah 84663  
Phone: (801) 489-2734 E-mail: ckeeler@springville.org

Grant Amount Requested: \$ 17,381.28

Project Name: County Grant Projects  
Project Location: Civic Center Park, Community Services Building, Rodeo  
Grounds, Ball Fields  
Project Type: (Please check all that apply.)

- Physical Facilities (Construction)       Cultural Facility  
 Recreational Facility                       Convention Facility  
 Tourist Facility

PLEASE ATTACH A DETAILED PROJECT DESCRIPTION

**APPLICATIONS MUST BE RECEIVED BY 5:00 P.M. ON May 2, 2014.**

Date Approved by Municipal Council: \_\_\_\_\_

Mayor Signature

Date

\_\_\_\_\_

\_\_\_\_\_

*For Internal Use Only*

Application Received	Attorney Review	Commission Approval	Agreement Signed	Verification Received	Funds Paid



## STAFF REPORT

**DATE:** March 26, 2014

**TO:** Honorable Mayor and City Council

**FROM:** Laura Thompson, Planner I

**SUBJECT: LITEFOOT INVESTMENTS, LLC SEEKING FINAL PLAN APPROVAL FOR THE EAST SUNSET RIDGE SUBDIVISION LOCATED AT APPROXIMATELY 700 NORTH 800 EAST IN THE R1-8 AND R1-10 SINGLE FAMILY RESIDENTIAL ZONES.**

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### RECOMMENDED MOTION

Move to grant final approval of the East Sunset Ridge Subdivision located at approximately 700 North 800 East in the R1-8 and R1-10 Single-Family Residential Zones.

### SUMMARY OF ISSUES/FOCUS OF ACTION

Does the proposed plat meet the requirements of Springville City Code, particularly the following sections?

11-4-4 Residential Site Development Regulations  
14-2-1 Application and Approval Process

### BACKGROUND

The proposed subdivision is located along the northeastern bench area at approximately 700 North 800 East.

On February 7, 2013 the City Engineer approved a variance to the standard 59-foot right-of-way for 800 East Street due to the existing roadway being a 51-foot right of way. On February 20, 2013 the Board of Adjustment approved a variance to the length (maximum 600-feet) of the proposed cul-de-sac to allow a 1,020 foot length.



The Development Review Committee approved the Concept Plan on February 21, 2013 with a number of contingencies, mainly related to grading/hillside type development. On May 7, 2013 the City Council approved an amendment to Lot 11 of Halls Eastern Hills and vacation of a small unimproved street portion that was approved with the same development. This area is incorporated into Lots 3 and 4 of the proposed subdivision.

The Planning Commission approved the Preliminary Plan on February 11, 2014 and recommended Final Plan approval on March 25, 2014.

## **DISCUSSION**

### **Lot Frontage**

There are a total of 11-lots proposed; however, two of the lots are existing (lots 4 and 10) and are being increased in square footage with this development. Lots 1-4 will have frontage along 880 East Street and lots 5-10 will front onto 800 East Street, which will end in a cul-de-sac. Lot 11 is being developed as a “flag lot” for one single-family home and will be accessed off of 400 North Street.

### **Lot Area**

The zoning for this development falls within the R1-8 and R1-10 zones. The lots are being developed as larger than allowed to accommodate areas that are non-buildable due to slopes greater than 25%. There are areas similar to the proposed property that fall within the H-1 Hillside Overlay, which have more stringent requirements in order to develop. Even though this project does not fall within the overlay area, many of the requirements are being utilized. One of the requirements applied to the plat and shown at “Note #7” is that requests for setback variances due to slope issues will not be considered by the City.

### **Storm Drainage**

There is an existing storm drain line that runs through Lot 3. The line will be rerouted in order to provide a larger buildable area. An easement will be applied to the lot with a suitable access to the new storm drain and existing sewer manholes.

Lots 1-3 sit lower than 880 East Street, so any storm drainage will sheet flow to the back of the lots and then be collected by an 18” runoff collection berm where it will be captured by grated catch basins and then piped to the City’s existing storm drainage system which runs through Lots 3 and 4. Lots 6-9 will also be designed to sheet flow over and down the back lot slopes to a runoff collection berm and pond along the west boundary of Lot 11.

## **COMMISSION ACTION:**

The Planning Commission considered the final plan at their March 25, 2014 meeting as part of the Consent Agenda. Commissioner Mertz moved to approve the Consent Agenda with any

contingencies listed in the staff report. Commissioner Packard seconded the motion. Approval was unanimous.

**Commission Vote**

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Huff	X	
Young	X	
Packard	X	
Nolte	Excused	
Clay	X	
Mertz	X	
Clyde	X	

**ALTERNATIVES**

1. Approve the subdivision;
2. Approve with conditions; or
3. Deny the application.

If denied, the City Council shall give reason for such disapproval. If additional conditions are required by the City Council, such conditions shall be referred to the Planning Commission for their review and approval prior to City Council's final action on the application.

Laura Thompson  
Planner I

Attachments

cc: Litefoot Investments, LLC  
- Clint Martin  
- Stephen Martin



## STAFF REPORT

**DATE:** April 4, 2014  
**TO:** Honorable Mayor and City Council  
**FROM:** Chief Scott Finlayson  
**SUBJECT: INTERLOCAL AGREEMENT WITH MAPLETON CITY**

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### **RECOMMENDATION**

Move to accept the Mapleton/Springville interlocal agreement for shared use of the Everbridge Emergency Notification System being purchased by Springville City.

### **DISCUSSION**

Springville City has evaluated several emergency notification systems and has determined the Everbridge emergency notification system will meet the needs of Springville City. The system will allow residents to opt-in to the system to receive emergency notifications, power outage information, special event information, etc. As Springville City dispatches emergency services for Mapleton City they are interested in using the system also. Springville City negotiated the purchase of the Everbridge system with the intent of having Mapleton pay their share of the use of the system. The approval of this interlocal agreement will allow Springville to bill Mapleton for their usage of the system.

### **ALTERNATIVES**

Do not pass the resolution and ask Mapleton to purchase their own system. (This may result in Springville paying a higher cost for our system.)

### **FISCAL IMPACT**

Springville's portion:	\$ 8,691.75
Mapleton's portion:	\$ 2,394.00
Total cost of the system:	\$ 11,085.75

A copy of the interlocal agreement is attached.

Name: J. Scott Finlayson  
Title: Director of Public Safety/Chief of Police

**INTERLOCAL COOPERATION AGREEMENT**  
(Everbridge Services)

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between SPRINGVILLE CITY, a municipal corporation of the State of Utah, with an address at 110 South Main Street, Springville, Utah 84663, and MAPLETON CITY, a municipal corporation of the State of Utah, with an address at 125 West Community Center Way, Mapleton, Utah, 84664.

**WITNESSETH**

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including cities of the State of Utah, are authorized to enter into mutually advantageous agreements for joint or cooperative action and to exchange services that they are each authorized by statute to provide; and

WHEREAS, Mapleton City and Springville City are desirous of contracting with each other in order to obtain mass notification interactive communication services through Everbridge, Inc. to service the two cities' mass notification needs; and

WHEREAS, the governing bodies of Springville City and Mapleton City have by resolution agreed to adopt this Agreement; and

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

**Section 1. Purpose.**

In order to get the best overall package from Everbridge, Inc., the cities have decided to have Springville City contract directly with Everbridge, Inc. for both cities' mass notification interactive communication needs (the "Everbridge Contract"). A copy of the Everbridge Contract and related documents are attached as Exhibit "A." This Agreement is to set forth the terms between Springville City and Mapleton City with respect to how the responsibilities and benefits under the Everbridge Contract will be divided between the two cities.

**Section 2. Effective Date and Duration.**

a. The governing body of each party shall approve this Agreement as required by the Interlocal Cooperation Act. This Agreement shall become effective on the date that both parties approve, execute and file it with the person who keeps the records of each party.

b. The term of this Agreement shall be from April 1, 2014 until April 1, 2019 or until the Everbridge Contract is terminated. The parties agree that the term of this Agreement will automatically extend for an additional five (5) years, unless the Everbridge Contract is terminated or one of the parties provides the other party with written notice of the party's intent to terminate the agreement at least thirty (30) days prior to April 1, 2019. In the event the parties mutually decide to renew this Agreement beyond the additional five year term, the parties shall negotiate new terms, conditions and provisions to this Agreement.

c. This Agreement shall be reviewed as to proper form and compliance with applicable law

by an attorney for each of the parties.

**Section 3. Administration of Interlocal Cooperation Agreement.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement. The parties agree that, pursuant to Section 11-13-2007 of the Utah Code Annotated, Springville City's Public Safety Director or his designee shall act as the administrator responsible for the administration of this Agreement and further agrees to keep all books and records in such form and manner as is common under Springville City policy. The parties further agree that this Agreement does not anticipate nor provide for any organizational change in the parties.

**Section 4. Everbridge Contract.**

Springville City and Mapleton City acknowledge that Springville City is the named "Customer" under the Everbridge Contract, and as the Customer, Springville City is under contract to receive certain benefits that are for Mapleton City and fulfill a number of responsibilities and conditions that Mapleton City should be responsible to perform. Accordingly, Mapleton City shall:

- a. Receive those benefits listed under the Everbridge Contract that are for Mapleton City, and
- b. Fulfill all responsibilities listed under the Everbridge Contract that the "Customer" under the Everbridge Contract is to perform, unless otherwise modified in this Agreement.

Furthermore, Mapleton City shall, at its own expense, protect, indemnify, pay on behalf of, defend and hold harmless Springville City, its elected and appointed officials, employees and volunteers and their agents from all claims, demands, judgments, expenses, and all other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to Mapleton City's use of the mass notification or any other services under the Everbridge Contract. The provisions in this paragraph shall extend to require Mapleton to protect, indemnify and defend Springville City for any default or other breach of contract of Springville City under the Everbridge Contract that is related to Mapleton City's actions or failure to act.

**Section 5. Equipment.**

Mapleton City and Springville City shall be responsible for maintaining their own equipment used for their mass notification services under the Everbridge Contract.

**Section 6. Service Payments.**

Mapleton City shall pay Springville City the annual amount of \$2,394 for base services provided pursuant to the Everbridge Contract and all other amounts incurred separately by Mapleton City pursuant to the Everbridge Contract. Mapleton City shall make payments to Springville City within thirty (30) days of receiving an invoice from Springville City for payments due.

**Section 7. Termination**

Prior to the end of the term of this Agreement, it shall be terminated by the mutual consent of both parties or upon the termination of the Everbridge Contract.

**Section 8. Manner of Holding, Acquiring or Disposing of Property**

Each party shall be responsible for the risk of loss (including without limitation, theft, destruction, disappearance of, or damage) for that equipment the party is responsible for as outlined in Section 5 of this Agreement.

**Section 9. Indemnification**

Both parties to this Agreement agrees to defend, indemnify and save harmless the other party for damages, claims, suits, and actions arising out of the negligent acts or omissions of its own officers or agents in connection with this Agreement.

**Section 10. Filing of Agreement**

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each party and shall remain on file for public inspection during the term of this Agreement.

**Section 11. Notice of Default; Corrective Action**

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

**Section 12. Rights and Remedies**

In the event of any breach hereunder and after the lapse of the cure period as per Section 11 of this Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

**Section 13. Governing Law, Jurisdiction, and Venue**

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

**Section 14. Costs of Enforcement**

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

**Section 15. Notice**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. Notice shall be mailed to the attention of each City's Administrator at the above addresses. Either party may notify the other to designate a different address for mailing.

**Section 16. Miscellaneous**

- A. Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- B. Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superceded hereby.
- C. Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.
- D. Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.
- E. Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.
- F. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- G. Gender and Number.** The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.
- H. Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

**- SIGNATURES ON FOLLOWING PAGE -**

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**SPRINGVILLE CITY**

By: \_\_\_\_\_  
WILFORD W. CLYDE, Mayor

**ATTEST:**

By: \_\_\_\_\_  
~~VENLA GUBLER~~, City Recorder  
Kim Rayburn

**APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:**

\_\_\_\_\_  
JOHN A. PENROD,  
Springville City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**MAPLETON CITY**

By: \_\_\_\_\_  
BRIAN WALL, Mayor

**ATTEST:**

By: \_\_\_\_\_  
CAMILLE BROWN, City Recorder

**APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:**

\_\_\_\_\_  
Attorney for Mapleton City

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below,

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SPRINGVILLE CITY

By: \_\_\_\_\_  
WILFORD W. CLYDE, Mayor

ATTEST:

By: \_\_\_\_\_  
VENLA GUBLER, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:

\_\_\_\_\_  
JOHN A. PENROD,  
Springville City Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

MAPLETON CITY

By: Brian Wall  
BRIAN WALL, Mayor

ATTEST: Camille Brown  
By: \_\_\_\_\_  
CAMILLE BROWN, City Recorder



APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:

\_\_\_\_\_  
Attorney for Mapleton City



## STAFF REPORT

**DATE:** April 8, 2014

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING A STATEWIDE UTILITY LICENSE AGREEMENT BETWEEN SPRINGVILLE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION.**

### **RECOMMENDATION**

Motion to Approve the Statewide Utility License Agreement between Springville City and the Utah Department of Transportation.

### **GOALS, OBJECTIVES AND STRATEGIES AT ISSUE**

Springville City General Plan Goal for Community Services and Facilities – To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life.

In order to provide effective community facilities and services, the City utilizes several UDOT right-of-ways for the infrastructure of its utility services. The proposed agreement allows the City to continue to utilize UDOT right-of-ways.

### **BACKGROUND:**

The Utah Department of Transportation recently provided Springville City with a letter that notified the City that UDOT is terminating, updating, and replacing all utility license agreements with cities that are over five years old. Springville's current utility license agreement with UDOT is dated February 15, 2002. As such, UDOT is requiring Springville to approve a new utility license agreement by April 28, 2014. The proposed utility license agreement is attached to this report.

The main purpose of UDOT's utility licensing agreement is to provide the City with a license to install City utilities in UDOT right-of-ways. The license requires the City to go through UDOT's permit process with each City project and meet UDOT's standards and specifications. The main revisions from the February 2002 agreement and the proposed new agreement deal mainly with updating UDOT's standards.

The proposed agreement contains many provisions, the following highlights key provisions:

### ***CITY COUNCIL AGENDA***

1. Permit Approvals and Work Performed. The proposed agreement requires that the City meet those requirements set forth in Utah Administrative Code Rule 930-7, “Utility Accommodation,” in obtaining a UDOT permit and performing construction work in UDOT’s right-of-way. Rule 930-7 sets forth UDOT’s standards for road design and construction and for utility installation.
2. Traffic Control. The proposed agreement requires the City to meet UDOT’s current Utah MUTCD or UDOT Traffic Control Plans, whichever is more restrictive for traffic control.
3. Inspection. UDOT may perform routine inspections on all work performed in UDOT highways.
4. Emergency Work. Under the proposed agreement, the City is allowed to perform emergency work without a permit but must contact UDOT as soon as possible to work through the permit process.
5. Costs and Maintenance. The City is responsible for all costs of construction and maintenance of the City’s utilities, including all restoration costs. Restoration costs include restoration of traffic signal equipment that is damaged during City construction projects.
6. Liability. The City must indemnify UDOT for all damages that are caused as a result of the City’s utilities and construction work within UDOT’s right-of-way. The agreement requires the City to carry liability coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The City’s insurance policy with the Trust meets these amounts.
7. Future Highway Construction. UDOT will maintain the right to cross City facilities when doing future highway construction. UDOT will use due care in protecting City facilities during such construction.
8. Termination. Either party may terminate the agreement by giving a 30 days advance notice. If the agreement terminates, it does not terminate active permits.

The proposed utility license agreement is a fair agreement for encroaching onto a government entity’s right-of-way.

**ALTERNATIVES:**

The Council could decide not to approve the agreement and provide revisions they would like to see in the agreement.

**FISCAL IMPACT:**

None, unless the City's public infrastructure causes damage in UDOT's highways.

Attachments: Proposed Utility License Agreement.



State of Utah

GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.  
*Executive Director*

SHANE M. MARSHALL, P.E.  
*Deputy Director*

March 27, 2014

John Penrod  
Springville City Corporation  
50 S. Main  
Springville, UT 84663

Notice of Termination and Replacement – Statewide Utility License Agreement

Dear Mr. Penrod,

The Department has on file a Statewide Utility License Agreement with Springville City Corporation, dated February 15, 2002. The Department is updating and replacing all license agreements more than 5 years old to bring them into conformance with current rules and form. This letter is UDOT's 30-day written Notice of Termination, as required by paragraph 23 of the agreement. This old agreement will be terminated on April 28, 2014.

As stated in paragraph 23 of the above agreement, this Notice of Termination does not affect any permits issued and approved under the terms of the agreement.

Attached is a copy of the above agreement and a replacement agreement. Please review the company's information on the replacement agreement for accuracy and completeness and notify me of any corrections. Upon receipt of any needed corrections, my office will prepare and send you a replacement agreement for signatures. The replacement agreement needs to be signed by April 28, 2014.

If you have any questions or concerns please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Richard Manser".

Richard Manser  
Statewide Utilities Engineer  
(801) 965-4083  
rmanser@utah.gov

008650

Statewide Utility License Agreement  
UTAH DEPARTMENT OF TRANSPORTATION  
and SPRINGVILLE CITY CORPORATION  
Federal ID No. 87-6000285

S T A T E W I D E  
U T I L I T Y L I N E A G R E E M E N T

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of Feb, 2002, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and "SPRINGVILLE CITY CORPORATION" a Political Subdivision in the State of Utah, hereinafter referred to as the "CITY",

W I T N E S S E T H :

WHEREAS, UDOT desires to assist in expediting the approval of permits issued by the State for locating and constructing overhead and underground utility lines within the State of Utah rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits hereafter approved in accord with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and the faithful performance thereof, it is hereby agreed by the parties hereto:

(1). UDOT GRANTS RIGHT: UDOT hereby licenses the CITY to use highway rights of way, which are within the jurisdiction and responsibility of UDOT for such utility lines, as are located and described by mutually approved location and construction permits issued at any time hereafter in accord with this agreement.

(2). APPROVAL: Unless otherwise stated herein, or in any particular permit or agreement, all location and construction permits hereafter executed pursuant hereto will be deemed to be governed by the provisions of this agreement. The applications and permits will be accompanied by two sets of plans for the proposed alignment of the CITY's facilities. Such applications shall be

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presented to the appropriate UDOT Region/District Director or an authorized representative and said Region/District Director or representative shall have the authority hereunder to issue and approve the required permit as expeditiously as possible. The issuance and approval of said permit will enable the CITY to proceed with the work and use under the permit in accordance with the terms hereof.

(3). **RESERVATION AND SPECIAL PROVISIONS:** Each party hereto reserves the right to require the execution of a specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties may be incorporated into any permit issued hereunder.

(4). **INSPECTION:** UDOT will routinely inspect the work of the CITY or its contractor to assure compliance with this utility line agreement and to insure proper compliance with State and Federal Regulations. These inspections shall be made by UDOT Region/District Director or an authorized representative. All costs of inspection shall be paid by the CITY.

(5). **COSTS:** The entire costs of the utility line installation shall be paid for by the CITY.

(6). **BEGINNING CONSTRUCTION:** All excavations and/or other operations on UDOT property or right of way shall not be commenced by the CITY until and after notice has been given by the CITY to said UDOT Region/District Director or an authorized representative and requisite encroachment permit obtained. Construction shall be carried forward to completion in the manner required by said UDOT Region/District Director.

(7). **TRAFFIC CONTROL:** The CITY shall conduct their operation so there will be a minimum of interference without interruption of highway traffic. The CITY shall conform to such instructions of the UDOT Region/District Director or an authorized representative as may be given and UDOT approved traffic control plan and the application of traffic control devices shall conform to the standards set forth in the current FHWA "Manual on Uniform Traffic Control Devices" during all operations of the CITY, in constructing said line. No lane closure shall be made without prior approval of the UDOT Region/District Director or authorized representative. Traffic control plans showing detours and signing operations will be required in advance for review and approval for all lane closures. Peak hour lane closures may be prohibited.

(8). **EXCAVATION:** All excavation shall be made in compliance with the current Specifications for Excavation on State Highway Right of Way. No excavation will be made without first obtaining and posting the required permit. The CITY must also be cleared on a variety of environmental laws by UDOT Region/District Director or an authorized representative before the permit is issued.

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Jacking or boring is preferred to open trench excavation, and will be required in all cases of utility lines crossing under and not parallel to paved surfaces, unless this is not feasible due to soil conditions, other utilities, substructures, or other conditions. Jetting by means of water or compressed air will not be permitted.

The pavement, sidewalk, curb and gutter, driveway, etc. shall be cut vertically along the lines forming the trench so that the adjoining pavement is not damaged. The portion to be removed shall be broken up in a manner that will not cause damage to the pavement outside the limits of the trench. Any pavement damaged by operations outside the limits of the trench shall be replaced. Large broken paving materials shall be removed immediately from the site of the work.

(9). **EMERGENCY EXCAVATION:** An emergency excavation may be made without prior permit if there is imminent danger or loss of life or severe damage to property. In such emergency situations, the excavating parties must contact UDOT not later than the end of the first working day following the excavation. None of the provisions of these Regulations are waived for emergency situations except for the prior-permit requirement. In all cases the CITY shall comply with the State Law requiring notification of all utility owners prior to excavation.

(10). **BACKFILL AND COMPACTION:** All backfill and compaction shall be done in compliance with the current specifications for Excavation on State Highway Right of Way. In all urban areas and on rural highway with high volume traffic as determined by UDOT, flowable fill shall be used for backfill under paved areas and shall be in conformance with the requirements of Section 605 for "Flowable Fill" of the State of Utah Current Edition of the "Standard Specifications of Road and Bridge Construction".

Where Flowable Fill is used for backfill, the excavated materials shall be disposed of by the CITY or it's contractor in an area outside of the highway right of way satisfactory to UDOT's Permits Officer. In rural areas or locations where its use would be impractical, Flowable Fill may not be required. In such cases, backfill shall be in conformance with the requirements of Section 02056, Borrow, Granular Borrow and Granular Backfill Borrow of the State of Utah Current Edition of the "Standard Specifications for Road and Bridge Construction".

Materials for backfill under paved or adjacent areas used by traffic shall be preferably sand. All backfill shall be placed in layers not over 150 mm (6-inch) loose measure in thickness. Compaction shall be obtained by mechanical rollers, tampers, or other approved means. Materials for backfilling shall be properly moistened or watered to the correct moisture content to ensure proper compaction. Jetting or internal vibrating methods of

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compacting sand fill or similar methods of compacting sand or similar granular, free draining materials will be permitted. No frozen materials shall be used for backfill under paved surfaces. UDOT Region/District Director or an authorized representative may require that the density (dry) of the backfill under pavements, sidewalks, curbs or other structures will be not less than 96 percent of the laboratory standard maximum soil density (dry) as determined by compaction tests made in conformity with AASHTO Designation T-99-93. UDOT Region/District Director or an authorized representative may require the density of the backfill on road shoulders to be not less than 90 percent by the same standards.

(11). **PROTECTION OF PAVED SURFACES:** The CITY shall use rubber cleats or paving pads when operating track equipment on or crossing paved surfaces.

(12). **RESTORATION OF EXISTING PAVEMENT:** The CITY shall at their own expense replace any pavement removed or damaged with pavement of a type and depth approved by UDOT Region/District Director or an authorized representative, including gravel base material. The restoration will be accomplished within 48 hours after completion of excavation and backfill, unless additional time is granted in writing by UDOT Region/District Director or an authorized representative.

New or replaced pavement shall be constructed in conformity with the "Specifications for Excavation on State Highway Right of Way" and shall be subject to the inspection and approval of the UDOT Region/District Director or an authorized representative. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement will be placed. As soon as weather will permit, the temporary pavement will be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders or gravel surfaced approach roads becomes contaminated and is not consistent with UDOT specifications, such surfacing material will be entirely removed and replaced with new gravel surfacing material. The repairs to pavement or surface will include pavements which have been damaged with construction equipment or construction operations. UDOT will notify the CITY of the need to repair the pavement. If the CITY fails to comply with UDOT's request, then UDOT will have the option of restoring said roadbed at the expense of the CITY.

(13). **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT:** Any traffic signal equipment or facilities which are disturbed or relocated as a result of the CITY's work must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment must be done at the CITY's expense by a qualified electrical contractor experienced in signal installation, retained by the CITY and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

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(14). **CLEANING-UP HIGHWAY RIGHT OF WAY:** Upon completion of the work, all excess material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to the lines and grades established. Seeding may be required to restore vegetation damaged or destroyed.

Any highway features or facilities such as paint stripes, signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to satisfy current standards and regulations.

(15). **MAINTENANCE:** The utility shall at all times be maintained, repaired, renewed and operated by and at the expense of the CITY. The utility will be serviced without access from any interstate highway or ramp. UDOT will notify the CITY of any maintenance needs. If the CITY fails to comply with UDOT's request, then UDOT reserves the right, without relieving the CITY of its obligation hereunder, to reconstruct or make repairs to the utility as it may consider necessary, and the CITY shall reimburse UDOT its cost.

(16). **FUTURE HIGHWAY CONSTRUCTION:** It will be understood and agreed to by the parties thereto and as part of the consideration for the agreement that UDOT will have the right to cross said utility line at any point necessary in future construction, expansion or improvement of the State Highway System provided that UDOT uses due care in the protection of the utility line in making the crossing.

(17). **RELOCATION COSTS:** In the event any highway at any future date is so reconstructed, the costs of relocating your facilities will be determined in accordance with Utah Code 72-6-116. The CITY will meet with UDOT's contractor and will give him a schedule when your facilities will be relocated and will meet said schedule as not to delay the contractor.

(18). **LIABILITY:** The CITY may be required to post a continuous bond per R-930 manual for the Accommodation of Utilities and the Control and Protection of State Highway Rights of Way as stated in section V.C. 1 to guarantee satisfactory performance as provided in the agreement, license, or permit. UDOT may proceed against said bond to recover all expenses incurred by UDOT, their employees or representatives in the sections of roadway interfered with by the CITY to restore to UDOT standards. These expenses refer to all expenses incurred in the repairing of portions of the roadway determined by UDOT inspectors to be inadequately restored or maintained by the CITY. The liability of the CITY shall not be limited to the amount of the bond. The CITY will protect and indemnify and save harmless UDOT for any and all claims including claims from third parties for damage caused by construction or use of said utility line, and from all costs and expenses, including

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attorney's fees connected in any way with the matter and things contained therein.

(19). **CANCELLATION OF PERMIT:** If the CITY shall fail to construct, repair or remove said utility in accordance with the terms of this agreement to the entire satisfaction of UDOT, or shall fail to pay UDOT any sum of money for the inspection, reconstruction, repair or maintenance of said utility, UDOT retains the right to cancel the permit and remove said utility and restore the highway at the sole expense of the CITY. Before UDOT cancels the permit, it will notify the CITY in writing, setting forth violations and will give the CITY a reasonable time to fully correct the same.

(20). **ASSIGNMENT:** Any permit granted hereunder may not be assigned without the prior written consent of UDOT. All assignees shall be required to file with UDOT a new application for the permit.

(21). **SUCCESSORS AND ASSIGNS:** All covenants and agreements therein contained shall be binding upon the parties hereto, their successors and assigns.

(22). **UDOT MAINTENANCE OPERATIONS:** Underground facilities must be buried to the proper depth to avoid conflict with UDOT's normal and routine maintenance activities. In entering into this utility line agreement with UDOT and obtaining a permit for the work, the CITY acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

Within the highway right of way, the grade of the top of the CITY's facilities shall be at least 1 m (3 feet) under the pavement surface. In shoulder areas where signs or delineators are located, said facilities shall be buried to a depth of not less than 1.5 m (5 feet). CITY's facilities shall be placed at least 600 mm (2 feet) under sidewalks, paved ditches, unlined ditches or gutters. All other areas within UDOT's right of way, said facilities shall be buried to a depth of 1.2 m (4 feet). The UDOT Region/District Director or an authorized representative may require a greater depth of bury when it is decided necessary.

In all cases the CITY shall protect, indemnify and hold harmless the UDOT for damages to lines within the horizontal or vertical clearances. Any noncompliance to the above may result in annulment of the CITY's permit. If the CITY is found to be in violation of its permit with respect to vertical or horizontal location, such violation may result in annulment of its permit.

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23. **TERMINATION OF AGREEMENT** Except as may be otherwise provided, this Agreement may be terminated at any time by either party upon thirty (30) days' advance written notice to the other, provided, however, that such termination shall not affect any permits theretofore issued and approved under the terms of this agreement, and such permits shall continue beyond the termination of this agreement on the same terms and provisions as are herein contained.

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Statewide Utility License Agreement  
UTAH DEPARTMENT OF TRANSPORTATION  
and SPRINGVILLE CITY CORPORATION  
Federal ID No. 87-6000285

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST

Jo Evans  
Jo Evans  
Title: City Recorder  
Date: 2-5-02

SPRINGVILLE CITY CORPORATION  
A Political Subdivision in the  
State of Utah  
By: Ernest F. Boyer  
Ernest F. Boyer  
Title: Mayor  
Date: 2-5-02

\*\*\*\*\*

\*\*\*\*\*

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

Robert J. [Signature]  
Title Chief Utility Railroad  
Engineer  
Date: 2/12/02

By [Signature]  
Title Deputy Project Development  
Director  
Date \_\_\_\_\_

APPROVED AS TO FORM

COMPTROLLER'S OFFICE

This Form Agreement has been previously approved as to form by the Office of the Legal Counsel for the Utah Department of Transportation.

By Cherise Young  
Title Contract Administrator  
Date: 2/25/02

\*\*\*\*\*

\*\*\*\*\*

**SPRINGVILLE CITY CORPORATION**  
110 SOUTH MAIN  
**SPRINGVILLE, UT 84663**

Federal ID No. **87-6000285**

**STATEWIDE UTILITY LICENSE AGREEMENT**  
**NONINTERSTATE**

**THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “UDOT” and SPRINGVILLE CITY CORPORATRION a Political Subdivision in the State of Utah hereinafter referred to as the “CITY”.**

**WITNESSETH:**

**WHEREAS, UDOT** desires to assist in expediting the approval of permits issued by **UDOT** for locating, constructing and maintaining utility lines and related facilities (“facilities”) within state highway rights of way; and excluding longitudinal installations within the interstate highway rights of way; and

**WHEREAS,** it is the desire of the parties hereto that the terms of this agreement shall apply to all permits issued to allow access onto state highway rights of way, hereafter approved in accordance with this agreement; and

**WHEREAS,** the parties desire that this agreement shall apply to approved location and construction permits on state highway rights of way in the State of Utah which are within the responsibility and jurisdiction of **UDOT**; and

**WHEREAS,** the parties desire that this agreement supersedes all previous Statewide Utility License Agreements executed between the two parties

**NOW THEREFORE,** In consideration of the promises and mutual covenants and agreements contained herein, said parties hereby covenant and agree as follows:

(1) **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not a permit or a guarantee of a permit. However, **UDOT** agrees to review any application for a permit that **CITY** files pursuant to the procedures established in this agreement promptly. **CITY** and **UDOT** agree to work together in good faith with the intent to reach a mutually beneficial decision on any permit application.

(2) **APPROVAL:** Unless otherwise stated herein, or in any particular permit or agreement, all

location, construction and maintenance permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Permit applications shall be presented to the appropriate **UDOT** Region/District Director or an authorized representative who shall have the authority to issue and approve the permit as expeditiously as possible. All permits that may be issued will be subject to the requirements of Utah Admin. Code R930-7, Utility Accommodation. **UDOT** may apply special limitations to the permitted work. The issuance and approval of a permit will enable the **CITY** to proceed with the work and use under the permit in accordance with the terms thereof.

(3) **RESERVATION AND SPECIAL PROVISIONS:** Each party hereto reserves the right to require an agreement or specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties, may be incorporated into any permit issued hereunder.

(4) **INSPECTION:** **UDOT** may perform routine inspection of utility construction work to monitor compliance with the license agreement, encroachment permit and with state and federal regulations. Costs associated with the inspection are the responsibility of the **CITY**.

(5) **COSTS:** The entire cost of installation of the facilities shall be paid for by the **CITY**.

(6) **BEGINNING CONSTRUCTION:** The **CITY** shall not begin any work on **UDOT** right of way until the permit is issued and notice to proceed is given to the **CITY** by **UDOT**. After notice to proceed is received, the **CITY** shall complete construction in accordance with **UDOT** requirements.

(7) **TRAFFIC CONTROL:** The **CITY** shall conduct their operation so that traffic control for utility construction and maintenance operations conforms to **UDOT's** current Utah MUTCD or **UDOT** Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be planned so that closures of intersecting streets, road approaches, or other access points are held to a minimum. The **CITY** shall submit traffic control plans showing detours and signing operations in advance, allowing **UDOT** reasonable time for review. No full or partial lane closure shall be made without prior approval of **UDOT** Region/District Director or authorized representative. The **CITY** shall conform to **UDOT** approved traffic control plan and such instructions of **UDOT** Region/District Director or an authorized representative as may be given.

(8) **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The **CITY** shall perform all work on **UDOT** right-of-way in compliance with Utah Admin. Code R930-7, Utility Accommodation, current **UDOT** Standard Specifications for Highway and Bridge Construction, **UDOT** Permit Excavation Handbook, and all applicable state and federal environmental laws and regulations.

**(9) EMERGENCY WORK:** Emergency work may be done without prior permit if there is imminent danger of loss of life or significant damage to property. In all emergency work situations, the **CITY** or its representative shall contact **UDOT** immediately and on the first business day shall contact **UDOT** and complete a formal permit application. Failure to contact **UDOT** for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement. At the discretion of the **CITY**, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the **CITY** shall comply with the State Law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior permit.

**(10) RESTORATION OF TRAFFIC SIGNAL EQUIPMENT:** Any traffic signal equipment or facilities which are disturbed or relocated as a result of the **CITY's** work must be restored in accordance with plans approved by **UDOT**. Restoration of traffic signal equipment must be done at the **CITY's** expense by a qualified electrical contractor experienced in signal installation, retained by the **CITY** and approved in advance by **UDOT**. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

**(11) MAINTENANCE:** The facilities shall at all times be maintained, repaired, renewed and operated by and at the expense of the **CITY**. The facilities will be serviced without access from any interstate highway or ramp. If the **CITY** fails to maintain the facilities, **UDOT** may notify the **CITY** of any maintenance needs. If the **CITY** fails to comply with **UDOT's** notification and complete the needed maintenance, then **UDOT** reserves the right, without relieving the **CITY** of their obligation hereunder, to reconstruct or make repairs to the facilities, as it may consider necessary, and the **CITY** shall reimburse **UDOT** its cost.

**(12) LIABILITY:** Pursuant to R930-7-6(2)(c), the **CITY** is not required to post a continuous bond. **CITY** shall maintain continuous commercial general liability (CGL) insurance with the Utah Department of Transportation as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. The liability of the **CITY** shall not be limited to the amount of the insurance policy. The policy shall protect **CITY**, the Utah Department of Transportation, **CITY's** contractors and subcontractors from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the **CITY's** operations under this Permit, whether performed by themselves, a contractor, subcontractor, or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. This insurance coverage shall be maintained for a continuous period until the **CITY's** facilities are removed from **UDOT's** right of way. The **CITY** shall notify **UDOT** immediately in writing at the following address if this insurance is planned to be terminated or is terminated:

Statewide Utilities Engineer  
Utah Department of Transportation  
4501 South 2700 West  
PO Box 148380  
Salt Lake City, Utah 84114-8380

Failure to maintain the required insurance is cause for termination of this agreement and cancellation of any permits.

Pursuant to R930-7-6(6)(b) **UDOT** may require a bond from the **CITY** for permits issued under this agreement. The amount of the bond will be set according to the scope of work permitted but not less than \$10,000. If a bond is required, **UDOT** may proceed against the bond to recover all expenses incurred by **UDOT**, their employees or representatives to restore to **UDOT** standards the sections of roadway interfered with by the **CITY**. These expenses refer to all expenses incurred in the repairing of portions of the state highway rights of way determined by **UDOT** inspectors to be inadequately restored or maintained by the **CITY**. The liability of the **CITY** shall not be limited to the amount of the bond.

The **CITY** will indemnify and hold harmless **UDOT**, its employees, and the State of Utah from responsibility for any damage or liability arising from their construction, maintenance, repair, or any other related operation during the work or as a result of the work pursuant to permits issued under this agreement.

**(13) FUTURE HIGHWAY CONSTRUCTION**: It is understood and agreed to by the parties and as part of the consideration for this agreement that **UDOT** has the right to cross said facilities line at any point necessary in future construction, expansion or improvement of the State Highway System provided that **UDOT** uses due care in the protection of the facilities line in making the crossing.

**(14) CANCELLATION OF PERMITS**: Any failure on the part of **CITY** to comply with the terms and conditions set forth in the license agreement or the encroachment permit may result in cancellation of the permit. Failure to pay any sum of money for costs incurred by **UDOT** in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the utility facilities may also result in cancellation of the permit. **UDOT** also may remove the facilities and restore the highway and right of way at the sole expense of the **CITY**. Prior to any cancellation, **UDOT** shall notify the **CITY** in writing, setting forth the violations, and will provide the **CITY** a reasonable time to correct the violations to the satisfaction of **UDOT**.

**(15) ASSIGNMENT**: Permits shall not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file a new permit application.

**(16) SUCCESSORS AND ASSIGNS**: All covenants and agreements herein contained shall be binding upon the parties, their successors and assigns.

**(17) UDOT MAINTENANCE OPERATIONS**: Underground facilities must be buried to the proper depth to avoid conflict with **UDOT's** normal and routine maintenance activities. In entering into this agreement with **UDOT** and obtaining a permit for the work, the **CITY** acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

In all cases the **CITY** shall protect, indemnify and hold harmless **UDOT**, its employees, and the State of Utah for damages to lines within the horizontal or vertical clearances. Any

noncompliance to the above may result in cancellation of the **CITY's** permit. If the **CITY** is found to be in violation of its permit with respect to vertical or horizontal location, such violation may also result in cancellation of its permit.

**(18) TERMINATION OF LICENSE AGREEMENT:** This agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement and permits. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (12) above continues until **CITY's** facilities are removed from **UDOT's** right-of-way.



Approved by **SPRINGVILLE CITY CORPORATION** a Political Subdivision in the State of Utah

Notary: SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_,

BY \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

**FOR THE UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Richard Manser, P.E.  
UDOT Statewide Utilities Engineer

\_\_\_\_\_  
Date

**COMPTROLLER'S OFFICE**

By: \_\_\_\_\_  
Cherise Young  
UDOT Contract Administrator

\_\_\_\_\_  
Date

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.



## STAFF REPORT

**DATE:** March 17, 2014

**TO:** Honorable Mayor and City Council

**FROM:** J. Fred Aegerter, Director

**SUBJECT:** **Adoption of the Historic Center Community Plan of the Springville City General Plan – “Shaping Springville for 2030”**

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### **RECOMMENDATION:**

Move to approve Resolution \_\_\_\_ adopting the Historic Center Community Plan section of the Springville City General Plan – “Shaping Springville for 2030” finding the General Plan is in accord with State Law and in the best interest of Springville City.

**Note: Mayor Clyde and the City Council have all received a draft of the Community Plan showing the changes proposed by the Planning Commission.**

### **BACKGROUND:**

The State of Utah requires that all municipalities adopt a general plan that includes the elements of land use, transportation and moderate-income housing. Springville has had at least three of these prepared in the past: the 1972 Comprehensive Plan; the 1983 Comprehensive Plan; and the 1997 General Plan which has been amended various times since originally adopted. While the General Plan Elements address topical issues, Community Plans address issues specific to the various residential areas of the City. These communities were identified as a part of the 2011 “Shaping Springville for 2030” General Plan Ad Hoc Committee

In January of 2013, the Planning Commission held an information gathering meeting and invited all residents of the Historic Center Community to attend. Over 70 people were in attendance. Information from those in attendance became the primary basis for development of the Community Plan, along with issues raised by the Planning Commission and City Council over the past several years. The larger group was divided into smaller groups to gather ideas about what was important to them. Each of those ideas was recorded and then people voted to identify the issues they felt were most important and brought back the ideas to the larger group and presented. Those in attendance were asked about their interest in participating in an ad hoc committee and all who volunteered were included in the committee. An article in the City newsletter also resulted in a few additional members. The Mayor appointed those who volunteered with the consent of the City Council.

*City Council Agenda  
March 19, 2014*

The ad hoc committee, consisting of 14 members, met beginning in June and held five meetings. Two members of the Committee were selected to co-chair the group and two persons from the Committee helped edit the final document. All City agencies affected by the Plan received a copy for review and changes were made to reflect their concerns.

The presentation to the Planning Commission was made by the two co-chairs of the Historic Center Community Plan Ad Hoc Committee, Genevieve Baker and Ben Henderson. The Planning Commission reviewed the document and has recommended approval with two changes to the Community Plan and one change to the Parks, Trails, and Recreation Element of the General Plan.

**DISCUSSION:**

The presentation to the Planning Commission was made by the two co-chairs of the Historic Center Community Plan Ad Hoc Committee, Genevieve Baker and Ben Henderson.

**An approved copy of the minutes from this meeting is attached for your review of the discussion.**

**PUBLIC HEARING**

CM Huff opened the Public Hearing. Karen Ifediba approached the Commissioners. She suggested that for the presentation to the City Council, a good idea would be expand enticement for businesses.

**COMMISSION ACTION:**

The Planning Commission received a draft of the Community Plan for review in January and acted on the Plan at their February 25<sup>th</sup> meeting. The Commission proposed three changes including:

- 1) -retaining the inclusion of considering multi-family housing only in the Town Center and amend the Community Plan’s Strategy LU-1 to provide for that option;
- 2) removing Community Plan Strategy LU-5 concerning the keeping of hen chickens for eggs and bees for honey as the Commission has made its opinion on keeping of hen chickens before and feel that these issues are better addressed on a city-wide basis; and
- 3) - amending the General Plan Element of Park, Trails, and Recreation 2-A concerning minimum park size to include the option for parks of less than seven acres to meet the 2.5 acres per 1,000 residents in a three-quarter mile user radius as there are limited options for park space and there are areas of this community underserved in terms of park space.

CM Clay moved to recommend approval of the Historic Center Community Plan with the following amendments: 1) retain the inclusion of considering multi-family housing in the Town Center and amend the Community Plan’s Strategy LU-1 to provide for that option; 2) strike LU-5; 3) to amend the General Plan Element concerning parks to include the option of a standard for neighborhood parks in areas that are already largely built out and the opportunity for a seven acre park does not exist. CM Young seconded the motion. The vote to recommend approval to the City Council was unanimous.

Commission Vote

<u>Commissioner</u>	Yes	No
<u>Chair Huff</u>	X	
Clay	X	
Clyde	X	
Mertz	X	
Nolte	Excused	
Packard	X	
Young	X	

**AD HOC COMMITTEE FOLLOW-UP**

When the last Ad Hoc Committee was held in August, 2013, they directed Staff to hold a meeting following the Planning Commission. That meeting was held on Wednesday, March 12<sup>th</sup>. During that meeting, they discussed the Planning Commission recommendation and discussed several issues they wanted to clarify with the City Council. These included:

-The need to address the motels that are being used as apartments along Main Street and the detrimental affect they have on this Community. While they recognize the value of affordable housing, they recognize that these units raise many issues in terms of building safety and public safety and would like the City to work towards addressing the issues associated with them. This would mean making them meet the zoning ordinance as motels (this area is not zoned for apartments) or some other use allowed in the zone.

-The issue of code enforcement and a good landlord policy was also discussed. There is concern with the Ad Hoc Committee that these issues need to be addressed and not ignored. The lack of addressing code enforcement issues and many of the apartments located in this area are detrimental to strengthening this Community.

-The issue of pedestrian safety on Main Street was also raised and discussed. While the Committee recognizes this is a UDOT road, it is also the Main Street of our City and there needs to be further recognition of that, with City Officials leading the way.

**ALTERNATIVES:**

1. Adopt the general plan as proposed.
2. Amend and adopt the proposed general plan.
3. Reject the proposed general plan.

**\*Staff would recommend that if any changes are made that this item be continued to the next meeting. This will allow Staff to make changes and bring them back before the Community Plan is formally adopted. This will help ensure that everyone sees exactly what is being adopted.**

Attachments



COMMUNITY DEVELOPMENT  
Springville City Corporation

## STAFF REPORT

February 21, 2014

Agenda Item #  
Planning Commission  
February 25, 2014

TO: Planning Commission Members

FROM: J. Fred Aegerter, Comm. Dev. Director

RE: Historic Center Community Plan

**Petitioner:** Springville City Planning Staff  
110 South Main  
Springville, Utah 84663

### Summary of Issues

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1. Is the proposed Historic Center Community Plan in conflict with the adopted General Plan and if so, what amendments should be made to reconcile the plans?
2. Is the proposed Historic Center Community Plan in the best interest of the Historic Center Community and Springville City?

### Background

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In January of last year, the Planning Commission sponsored an information gathering meeting which provided an opportunity for residents and property owners to identify issues of concern for their Community. Over the past year, a plan has been developed by the Ad Hoc Committee with the assistance of Staff.

This plan is now ready for review by the Planning Commission and a recommendation to the City Council.

### Analysis

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In Staff's review of the General Plan Elements and the proposed Historic Center Community Plan (which will be adopted as a part of the General Plan), there appear to be few conflicts. Community members recognize the unique nature of their Community and its importance to the history of Springville. They enjoy the proximity to services and businesses downtown. They are interested in working to improve their Community through infrastructure improvements. They are also supportive of more code enforcement efforts being focused on their neighborhoods.

There are several areas where the proposed Community Plan would conflict with the General Plan. These areas include options for multi-family housing in the Town Center, minimum park size and pressurized irrigation.

The General Plan includes consideration of "options for appropriately-located multi-family housing in the Town Center (Land Use Element, Strategy 1E). The Town Center is the area

between 100 East and 100 West and Center Street to 300 South. Within this area, there are currently apartments located above commercial store fronts. The intent of the strategy in the General Plan is to continue to encourage apartments above commercial uses, especially on Main Street. In addition to those apartments, options for medium density row house units were discussed as being an opportunity for some of the vacant lots or as part of future redevelopment projects of properties. The addition of residents in the Town Center is seen as being important to the creation of a more vibrant downtown.

The concern of the Ad Hoc Committee is that additional apartments detracts from the lower density, single family nature of their Community and attracts the problems found in some of the multi-family units scattered throughout their area.

In terms of this first item concerning options for multi-family housing in the Town Center, Staff supports the strategy identified in the adopted General Plan. The Town Center is limited to 24 acres and about one-third of that area is taken up in public buildings (Civic Center, the library, the Carnegie Library and the Senior Center). There is limited vacant land and buy-outs, demolition and new construction would be as well. The intent of the strategy was to provide the option for the future.

The second item of potential conflict is found in the Parks, Trails and Recreation Element of the General Plan, which establishes a minimum park size of seven acres (see Strategy 2A in this Element). This park size would eliminate options for parks in this area, as city blocks are about four acres in size. Additionally, creation of a seven acre park would be cost prohibitive and would have social impacts on areas being considered for demolition to accommodate a new park.

Portions of this area are generally underserved in terms of park space, especially on the western half of the Community.

Staff would recommend consideration of amending Strategy 2A to provide exceptions for areas that are generally built-out and where the inclusion of a seven acre park would be cost-prohibitive and disruptive to an established neighborhood. Staff feels that a minimum should still be encourages for smaller parks in these areas so that there is adequate space for activities.

The third item of potential conflict is found in the Community Facilities and Services Element in the discussion of secondary water (see Strategy 5F), which identifies pressurized irrigation being limited to those areas identified in the adopted Master Plan. Those areas identified are primarily in the western areas of the City and do not include any portions of this Community. The strategy in the proposed Community Plan mentions consideration of the idea, recognizing that such an undertaking would require consideration of funding and the logistics of such a system.

The fourth item, that is not addressed in the General Plan is the keeping of hen chickens for eggs and bees for honey. The Commission has reviewed the issue of allowing hen chickens in more residential zones several times and recommended against those proposals to the City Council. The City Council's most recent review of hen chickens directed the Administrative Staff to try to

find some consensus between those favoring and those opposing the keeping of hen chickens in residential zones.

### **Staff Recommendation**

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Staff recommends approval of the proposed plan with the following changes:

- retain the inclusion of considering multi-family housing in the Town Center and amend the Community Plan's Strategy LU-1 to provide for that option;

- amend the General Plan Element concerning parks to include the option of a standard for neighborhood parks in areas that are already largely built out and the opportunity for a seven acre park does not exist.

### **Recommended Motion**

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The options include the following or an amended version of such:

Move to recommend approval of the proposed Historic Center Community Plan as written; or

Move to move to recommend approval of the proposed Historic Center Community Plan with the following amendment(s); or

Move to not recommend approval of the proposed Historic Center Community Plan.

\*If there are changes the Commission directs Staff to make, they can be made at the meeting or brought back to the Planning Commission for the March 11<sup>th</sup> regular session.



**PLANNING COMMISSION  
WORK SESSION  
February 25, 2014 – 6:00 PM**

Commissioners in attendance: Craig Huff; Frank Young; Brent Packard; Carl Clyde; Brad Mertz; and Michael Clay

Commissioners excused: Joyce Nolte

Ad Hoc Committee Members: Ben Henderson and Genevieve Baker

Staff in attendance: Planner Brandon Snyder and Secretary Darlene Gray

Council Representative: Rick Child

**Call to Order**

CM Huff called the meeting to order at 6:00 PM. He asked if any of the Commissioners had any questions or corrections regarding the agenda or minutes.

**Approval of Agenda**

CM Clay moved to approve the agenda as published. CM Young seconded the motion. The vote to approve the agenda was unanimous.

**Approval of Minutes: February 11, 2014**

CM Huff asked if there were any corrections to the minutes. CM Mertz indicated made he would like to change his statement on page 5, first paragraph to “CM Mertz stated that the proposed ordinance indicated that the plans come straight to the Commissioners.” Secretary Gray indicated that she would correct the minutes.

With no other corrections, CM Mertz moved to approve the February 11, 2014 meeting minutes. CM Clyde seconded the motion. The vote to approve the February 11, 2014 minutes was unanimous.

CM Huff reviewed the process for the Consent Agenda.

**Consent Agenda**

Cory Robison, representing Round Boulder Consulting, seeking approval for the Amended Stonehenge of Springville Subdivision, Plat A, located at approximately 450 South 950 West in the NC – Neighborhood Commercial zone.

CM Clyde moved to approve the Consent Agenda. CM Packard seconded the motion. The vote to approve the Consent Agenda was unanimous.

## **Legislative Session**

### Springville City seeking to amend the Springville City General Plan pertaining to the Historic Center Community Plan.

Secretary Gray introduced Ben Henderson and Genevieve Baker, the Ad Hoc Committee members who would present the information to the Commissioners.

Genevieve Baker, she stated that she resides at 275 South 200 East, Plat A, approached the Commissioners and began the presentation with regards to the Historic Center Community Plan. She stated with background information and indicated that each area of the City had different and unique interests for that specific area adding that there were unique needs and concerns for each area. She stated that a unique aspect in the Historic Center area was that the population of children younger than 18 is about 6% lower than it is city-wide. She stated that the majority of the residents are between 18 and 35 years of age. CM Huff directed his comment to Planner Snyder and stated that the information on the chart did not work when you added up the figures. Planner Snyder explained that he would have to explain the information of the chart after the meeting because of a formula Director Aegerter used.

Ms. Baker expressed her appreciation for the opportunity that the committee members had to be part of process. She thanked the Ad Hoc Committee members for their time and service to the community. Ms. Baker displayed a map that showed the location where each of committee members lived. She reported that the committee was not able find someone to be on the committee who lived south of 400 South, but as the committee developed goals and strategies, they tried to keep in mind the needs of the city as a whole.

Ms. Baker explained that the process began with an information gathering meeting with almost 70 members of the community attending the meeting. She reported that there were 86 specific ideas that were identified by the attendees as important. Ms. Baker indicated that from those 86 ideas, the committee condensed them down into the most important. She stated that as the committee members tried to keep in mind the importance of each item as they developed the goals for each areas of the plan. She stated that the areas they focused on were: Land Use, Transportation, Housing, Community Identity, and Community Facilities and Services. Ms. Baker explained that the general plan components were that background information was given on the importance and specific focus, the goals and strategies.

### Land Use

*Goal: Preserve the historic open feel and agricultural usage of Plat A while limiting commercial encroachment and investing in expanded green space.*

Ms. Baker displayed the land use map. She stated that there seemed to be a lack of public parks in the historic center. She indicated that there were no auxiliary parks throughout this area. Ms. Baker stated that the committee wanted to make sure that the city was successful with commercial, but also with the residential not being pushed out purely for commercial development in order to maintain the feel of the area. She stated that the committee would like to retain the existing zoning. She indicated that with the high density, they would discourage the building of more multi-family units in the community, in addition to the in-fill or flag lots. Ms. Baker the committee members would like to retain the orchards, the home farming that existed there, including the keeping of hen chickens and honey bees. She indicated that this was very important to the committee members.

Strategies:

*Retain the existing zoning which does not allow multiple family units in the community.*

*Discourage infill with flag lots, utilizing these areas for limited agricultural uses for fruit trees, gardens and other home food production.*

*Amend City Code to allow for keeping of hen chickens for eggs and bees for honey in single family and duplex/twin homes.*

*Ensure that requirement and intent of the landscape and fencing buffer is met.*

*Adopt policy or standards concerning expansion of commercial properties into residential areas to help retain trust between residents and the City.*

*Landscape and fencing buffers for residents abutting non-residential uses are important to this Community.*

Ms. Baker reviewed the goal and strategies relating to transportation.

#### Transportation

*Goal: Provide and maintain a walkable, bike-able community with emphasis on safety, reduced traffic congestions and a clean, quiet feel, respecting the aesthetics of the Historic Center Community.*

She stated that the committee members would like to develop an overall bicycle plan that could also be used by pedestrians and runners. She indicated that constructing portions of the trail along Hobble Creek was something the committee members also would like to see.

Strategies:

*Continue working to carry out a street to provide access from I-15 to Mapleton via 1600 South in order to help lessen traffic congestion on 400 South.*

*Develop an overall Bicycle Circulation Master Plan for the City, which connects with existing lanes and trails located in the Historic Center Community.*

*Construct portions of the trail along Hobble Creek as opportunities to do so become available.*

*Examine the use of traffic calming (e.g. bulb outs, planted medians, etc.) as opportunities for street improvements are considered for this Community.*

Ms. Baker informed the Commissioners that Ben Henderson would present the rest of the information.

Ben Henderson approached the Commissioners and stated that he lives at 149 South 200 West. He indicated that the historic center neighborhood is what drew them to Springville. He stated that a lot of the characteristics aside from the history and feel, the widened, tree-lined streets, a good community feel. He commented that the community was in the heart of Springville. He stated that the committee wanted the community to represent Springville, to be the heart of Springville, to draw people to the city. Even if they don't live in this part of the community, the committee wanted the historic center to be a good core and anchor of the community. Mr. Henderson reported that the committee was quite diverse; people from all over the community as well as different backgrounds, so a lot of different views and opinions as they discussed different topics. They discussed good and bad examples of other cities where each of the committee members had lived. He referred to Logan, Utah and their center street historic district and the very strict standards for not only building but renovations also. He stated that they had design standards that were actually enforced. While that can be seen as a strain on home owners as well as additional costs to the city, those standards have really proved beneficial to the community. Mr. Henderson discussed the housing situation in Provo, where the downtown historic area and the historic homes rather than being homes filled with families who have been there for generations, Provo has subdivided many of the historic homes into student housing and that neighborhood has lost a lot of its appeal and draw as a community. He indicated that those were some of the topics they wanted to focus on as a committee.

Mr. Henderson continued to review the goals and strategies.

## Housing

*Goal: Promote well-maintained housing and safe neighborhoods while preserving Springville's residential heritage and building upon lasting qualities of beauty and style for future generations.*

Again focusing on the history and heritage, but also making sure that it is sustainable and looking toward the future for change and improvement.

### Strategies

*Allow accessory apartment throughout the Historic Center Community.*

*Ensure that codes relating to accessory apartments are enforced.*

*Provide incentives to encourage owner-occupied housing throughout this community.*

*Explore ways to return nonconforming houses with multiple units back into single family units, especially those with more than two units.*

*Adopt a "Good Landlord Program" to help ensure renters are good citizens who contribute to a safer, better neighborhood.*

*Commit to protect and retain the primarily single family nature of this area.*

*Adopt design standards for rehabilitation of existing structures to help retain the historic character of the Community.*

*Adopt an ordinance that addresses the issue of demolition by neglect.*

Mr. Henderson explained that accessory apartments draw younger families to this area, sometimes temporarily, but many tend to stay longer. He stated that it becomes difficult to maintain, build and improve the homes with accessory apartments when code is not enforced. He reported that there were five or six homes within his neighborhood that have changed from rentals to owner-occupied homes with stable families that would contribute to the community in the long term. He indicated that would be a good trend that the committee would like to continue.

Mr. Henderson stated that the committee would like to adopt a Good Landlord Program. The committee recognized that there would always be renters in the neighborhood, but they would like to have ways for landlords to make sure they are bringing good people to the community that would help build, grow, develop and stabilize the community.

Mr. Henderson indicated that there was already a design standard for building new homes in the community but they would like to add standards for rehabilitation of structures. He referred to the home located at 200 South 200 East explaining that the two homes to the left were relatively new that were built using the design standards so they would fit in the historic character of the community. The house on the corner is a historic home, while potentially beautiful and could be occupied by a family, has been left to degrade and to be blight on the neighborhood. He reported that there have been squatters in home at times and other problems.

## Community Identity

*Goal: Develop standards that will preserve, perpetuate, and encourage our historic appearance, culture, and heritage as the heart of Springville, with an eye to the future.*

### Strategies

*Continue application of the design standards for new construction.*

*Develop design standards for rehabilitation of residential structures.*

*Install community identification signs within the Historic District.*

*Install period street signage and street lighting.*

*Continue the City's Street Tree program and retain adequate park strip widths to include street trees.*

He explained that the committee had a lot of adverse opinions and ideas, but the street tree program was one that they all agreed to.

### Community Facilities and Services

*Goal: provide facilities and services that increase property values and safety, conserve natural resources, and provide enhanced recreational opportunities.*

#### Strategies

*Explore opportunities for pressurized irrigation for convenience and water conservation.*

*Develop a plan for curb, gutter and sidewalk for the community.*

*Work with residents to determine the feasibility of locating power lines underground.*

*Consider inclusion of standards for smaller parks to help meet adopted City-wide standards for this Community.*

*Intensify code enforcement efforts in order to improve the health, safety and appearance of the Community.*

Mr. Henderson indicated that almost all the committee members were pleased with the splash pad. He stated that the pressurized irrigation, curb, gutter, sidewalk and underground power lines were items that could be addressed as the opportunity arises. He added that with regards to smaller parks, there may be opportunities that come that would help make Hobble Creek as an open space.

Mr. Henderson stated that in all aspects code enforcement was tricky; i.e. costs, but enforcement would improve the community without pitting neighbors against each other. He added that the committee would like to see the commission and council focus and work on code enforcement that comes from the City and not neighbors.

Mr. Henderson displayed a Strengthening Older Neighborhoods puzzle and identified each component: community involvement; design guidelines or standards; community plan; owner-occupancy program; public safety programs; concentrated code enforcement efforts; right-of-way improvements; special street lighting; and establishing edges.. He commended that committee on the work they did.

Mr. Henderson thanked the Ad Hoc Committee Members and the Commissioners. He stated that they had tried to establish a feeling environment and wanted the historic center to an anchor for the city as a whole. Mr. Henderson added that their focus was to accomplish goals that would draw residents to the community.

CM Clay thanked Committee Members Henderson and Baker for a great presentation. He indicated that he enjoyed the work that was done in putting the presentation together. Regarding multi-family housing in the Historic Center, Director Aegerter indicated in the staff report, consideration for the Town Center area, which was defined between 100 East 100 West, Center Street and 300 South. He asked if the committee had any opposition to retaining multi-family housing in that area. Mr. Henderson replied that had been discussed and reported that Director Aegerter had presented proposals, i.e. row houses for multifamily housing, but in general, the committee member's reaction was overwhelmingly negative. He indicated that was largely because not many of the members had seen anything like that before in a similar neighborhood

and it was a new concept. In general, just having seen the multi-family houses and structures deteriorate over the years concerned them, but the committee members felt that those concerns could be resolved by other programs like the Goodland Lord Program incentivizing owner-occupants or other things to build the community to a point that would ensure coexistence as well as building mutually together and do well. In general upon national exploration, it was not well received. Mr. Henderson suggested that might be different if it was presented to the community as a whole or at least in a more thorough format, but it was not well received by the committee members.

CM Clay stated that the area was fairly well built out with the Library, Civic Center, Magelby's building and the block with the pharmacy. He stated that they were mostly talking about allowing dwellings to be above commercial businesses and asked if that was correct. Planner Snyder referred to page two of Director Aegerter's report and stated that he addressed that in the third paragraph. Planner Snyder indicated that the idea was to encourage apartments above commercial uses. He referred to one example that was not in the Town Center, but stated that a business north of this area had expressed an interest to add are taker dwelling or an apartment. He added that CM Clay was correct in that most of this area was built out.

CM Clay stated that his concern was that when hearing 'multi-family', most individuals think of apartments. He stated that there were examples of run-down apartments within the Plat A area. He stated that all would agree that they would not want to propagate any problems. Mr. Henderson reiterated that with some steps taken, e.g. Good Landlord Programs would help ensure that housing could be occupied by community members that would add to rather than take away from. He stated that one of the big concerns was the hotels turned apartments along Main Street. CM Clay stated that the Commissioners shared that concern. Ms. Baker stated that they could discuss positive examples, e.g. The Riverwoods. She also referred to the building on State Street in Orem and how it has not been finished. She indicated that was a big concern to her that projects would not be completed. Also that historic buildings or landmarks in Springville would be taken down to construct row houses and how that would affect the character of Main Street. She referred to a business that was over next to the hair salon that has upgraded the building. She questioned how the City could ensure that the apartments retain the historic nature of the buildings that are there and that they will be well maintained, safe and pleasant places for people. Ms. Baker stated that they wanted people to walk along the street. She reported that when the fair was in town, it was delightful to see people walking down Main Street.

CM Clay referred to the staff report and indicated that the City requires a park to be seven acres in size. Planner Snyder indicated that was correct because Building and Grounds Director Roylance stated that smaller areas were hard to maintain. He reported that the current policy and standards required a larger acreage that could be put together in Plat A. CM Clay stated that he like Director Aegerter's suggestion that be change because he felt the City would never get a seven-acre park in Plat A. Ms. Baker stated that there were pockets of vacant lots and on 200 East there was a small vacant lot that could be used as a 'pocket' park. She stated there was a multi-family unit and a residential home with a small buffer between the apartment building and the single family home, but it is overgrown. She suggested that ground could be converted to a small park that could be a pleasant area for residents in that area to go to, as well as the multi-family residents being able to use the park because they don't have large yards. She added that the concept of pocket parks was that they did not have to be vast fields; they could be little nooks within the community. Mr. Henderson stated that it could obviously create maintenance costs, but they could limit the use of flag lots or infill.

CM Mertz stated that the staff report suggested a minimum for parks and asked if the presenters were saying that size did not matter as long as there could be something that would be open to the public. He asked if the committee's recommendation would be to not have a minimum standard, but to have the ability to locate a park in the area. Ms. Baker stated that they understood that it was not possible with current code, but if it could be an exception to have smaller parks within this area.

CM Packard commented that the reason this was not done in Plat A was because Plat A was the first development in the City. He stated that the City needed to be careful installing a park next to houses because there are some residents don't want a park next to them and that was the reason for the minimum size parks. He added that it is expensive to maintain parks. He indicated that there is a beautiful creek that runs through the City. CM Packard indicated that there is a need to clean up Hobbie Creek, to include a bike and walking trail that would be the park in Plat A. He added that if it was done right, there would not be a lot of upkeep or watering. He pointed that there must be something in the Code regarding landlords who do not live in the area and who are not taking care of their properties through management was a big problem. He stated that there needed to be penalties for the way the property is not cared for. CM Packard stated that there were a lot of homes in that situation. Ms. Baker indicated that was a large concern that was discussed a lot by the committee members.

CM Young stated that the strategy for land use regarding zoning, he asked if that excluded the Town Center and that they were not the Main Street corridor. He referred to the Senior Living Center that is to be built where the old Church used to be. Ms. Baker indicated that they were not proposing any changes to zoning. Mr. Henderson added that they would like to create a buffer between commercial and residential.

CM Young asked how much of the chicken raising would there be in duplexes and twin homes. Mr. Henderson stated that was a big discussion and Director Aegerter had mentioned that old City Council minutes were found from 1947 regarding this issues. In general, people did feel pretty strongly about allowing a few hen chicken and bees for single family and duplex homes. He stated that this was a popular thing right now throughout the country. He added that this has been a big issue and right now throughout the community and Plat A a lot of people already have chickens. Mr. Henderson stated that if the Codes were enforced that would upset a lot of people. CM Huff asked if the committee members were looking for selected enforcement. Mr. Henderson stated that was not the case, they were looking better enforcement and amending the code so chicken keeping would not be an issue.

Cl. Child informed the Commissioners and committee members that discussion regarding a chicken ordinance would be brought up again in City Council meeting. CM Young asked if the committee members discussed lot sizes or did they feel if the lot was big enough to support a twin home it would be big enough to support chickens. Mr. Henderson stated that there had been discussion regarding minimum lot size, but ultimately they chose the more general size. Ms. Baker stated that a single family home or a duplex would have enough space for chicken and bee keeping.

CM Mertz referred to the staff report and stated that the City Council had directed staff to try and find consensus between those favoring and those opposing the keeping of hen chickens in residential zones and asked if there was a report or findings. Planner Snyder stated that he was not aware of a report or findings. He stated that as Cl. Child indicated, most likely this would be coming back to the Commissioners. He stated that he would check with Director Aegerter to see if he had an update. CM Packard stated that this would not only affect Plat A, but the whole city. Ms. Baker confirmed that the committee recognized that it would not only be Plat A, but a city-wide issue. CM Mertz asked if that would be something staff would

do before the next round regarding chickens. Planner Snyder stated that his understanding at the City Council was that they would like to see a group of those in opposition and a group of the supporters to get together and try to come with a resolution. He stated that the questions Director Aegerter has been thinking about how to get a well-balanced and fair group that would not be bias. CM Clay stated that there was nothing in the document that was presented at the meeting that would require the Commissioners to answer that question. Planner Snyder indicated that there was not.

Cl. Child stated that if there was a recommendation from the Planning Commission that would give some support or weight to the City Council that would mean something. He reiterated that the Commissioners should be seeing this come up again in City Council meeting. He explained that it took two council members to bring something back to the Council for a fairly educated decision. CM Huff informed Cl. Child that chicken keeping has been brought to the Commissioners about five times.

Planner Snyder stated that as follow-up on CM Clay's questions, in this community plan, there was a strategy though that was recommending amendment to allow for hens and bees and that was the specific issue that was raised. Ms. Baker stated that in the original information gathering meeting, that was one of the highest concepts and was discussed quite a bit regarding the pros and cons in the Ad Hoc meetings. She reiterated that originally, the issue came from the gathering meeting, which seemed to be a high priority to them. Planner Snyder informed the Commissioners that CM Nolte was involved in the process and he strongly recommend that the Commissioners get involved stating that this was an interesting process where great concerns and issued were raised.

CM Huff indicated that after the Public Hearing, each item would be reviewed because there were issues in each one and the recommendation would be coming from the Commissioners. For example if chickens stay in the proposal, then the Commissioners would be saying they support chicken keeping, whereas they have voted so many times that they don't.

CM Huff opened the Public Hearing.

### **Public Hearing**

With no one wanting to comment, CM Mertz moved to close the Public Hearing. CM Young seconded the motion. The vote to close the Public Hearing was unanimous.

### **Consideration**

CM Huff proposed that the Commissioners look at page 38, the strategies and whether or not the Commissioners were comfortable with them enough to recommend them to the City Council. Cl. Child stated that this Community Plan involved just Plat A only and not city-wide. CM Huff stated he was correct.

CM Huff reviewed each strategy.

Housing: CM Huff asked if there was anything in the five Land Use items that were a concern. CM Clay stated that he supported LU-1 and the ability to have in a condensed area down town to allow multi-family above shops. CM Huff asked if CM Clay if that was multi-family above shops, but not town home situations. CM Clay asked if they could differentiate what type of multi-family and stated that he did not think that they could. Planner Snyder stated that CM Huff's question describing second story and above versus stand-alone multi-family. CM Huff stated that he did not have a problem with housing above but does have one with stand-alone multi-family. All of the Commissioners present felt uncomfortable with the stand-alone multi-family in the Historic Center. CM Young stated that should be reworded to protect

the residential R1 area, but to allow the Town Center development as discussed. Planner Snyder indicated that Director Aegerter would like the Commissioners to provide a recommendation to the City Council and he does give the option for the Commissioners to continue the item. However, he would like to see your recommendation tonight so changes could be made at this meeting. CM Young stated that what is there regarding retaining inclusion of multi-family housing in the Town Center is what he was trying to say. CM Huff asked if that would be above retail. CM Young indicated that was in the Town Center above retail. CM Packard believed that 'above commercial retail' could be interjected in LU-1. CM Young stated that LU-5 he would interject some kind of minimum lot size. CM Huff stated that he would have a hard time even with that. He stated they could create a great ordinance, but if the Commissioners were not comfortable with recommending chickens it should not be included. He indicated that the chickens would be coming back as a city-wide issue. CM Huff stated that LU5 regarding chicken and bee keeping should be removed. CM Clay agreed. CM Packard stated that he felt that would be the recommendation. All Commissioners were in agreement to remove LU-5 and adding the last comment onto LU-1.

Transportation: CM Huff asked if there were any issues with the goals and strategies. He stated that there was one which was not really an issue, but a comment regarding small parks and that they don't really want small parks, but then recommended putting planter strips down the middle of the road. He stated that if the City was worried about taking care of a three or two-acre park and then install planter strips down the middle of the road that would create a huge maintenance problem. He stated that he thought there was a conflict regarding maintenance. He added that he loved the idea.

CM Clyde stated that the streets were extremely wide so would look better to have the planter strips, but questioned the cost. Cl. Child stated the big issue would be the maintenance. Mr. Henderson indicated that the committee had discussed the cost and reported that there was some opposition to this option.

CM Clay indicated that he was in favor of all four in terms of long-term strategy. He stated that he did not see the City putting in the planter strips in the next five or ten years, but where the plans have a tendency to last for a while, he did not see a problem putting them in. He assumed the City Council would not build this, so for the foreseeable future, it was just a strategy and one that he liked.

Planner Snyder informed the Commissioners that the committee had spent a lot of time crafting the language for the strategies into the best representation.

Housing: CM Huff reviewed the strategies. He raised the issue H1 and H2 accessory apartment, he stated that the Commissioners did recommend to City Council to allow, but the City Council voted it down. He felt it was still a valid option to look at. The dwelling had to be owner occupied and meet all code; window size, which prohibitive for 99% for homes in plat A because they will not retrofit the windows, separate heating, etc. He reiterated that the City Council had turned it down once before. CM Huff supported the Goodland Lord Program in Plat A. He stated that he was okay with the Goodland Lord as long as it was not a punitive one for the good landlords. He indicated that he did not want to penalize good landlords because of bad ones.

CM Mertz stated that not allowing multi-family would necessitate a zone change. Planner Snyder identified the area as R1-5 and that would only allow accessory apartments. CM Mertz indicated that there were multi-family dwellings in Plat A. Planner Snyder indicated those dwellings were grandfathered, but someone could not come in to build any other multi-family dwellings. CM Clay indicated that his

neighborhood would love to see H-2 and H-4 because there are a lot of illegal apartments in that area. He stated the change would legalize those accessory apartments. Planner Snyder stated that the City has a full-time Code Enforcement Officer who could assist CM Clay with that.

Community Identity: there were no concerns or changes. CM Young commented on how nice the street signage would be.

Community facilities and services: CM Huff indicated that this section included the small park issue. He asked if the wording in CFS-5 met with Director Aegerter's statement regarding the inclusion of standards for smaller parks in the community. Planner Snyder referred to the Director Aegerter's recommendation in the staff report (page 3) that referred to amending the element in the General Plan which the community plan was being inserted to. CM Mertz suggested eliminating the word *standard*, because if the committee sets a standard for a small park and a small lot doesn't meet the standard, then the park could not be developed. Planner Snyder explained that there could be minimum standards. CM Clay asked if this would mean that the Commissioners would have to create those standards. Planner Snyder indicated that the way it was written, the City would consider the inclusion of the standards. He added that the Recreation Department and the Building and Grounds Departments to look at other cities and conduct a survey with pocket parks and see if they had standards associated with usage of the parks or were they recommending grass fields. Clay: asked if would be administrative action or would they come back to PC. Planner Snyder stated they would come back to the commissioners and then on to the City Council to be included in the General Plan. CM Huff stated they could also be a change in ordinance. Planner Snyder indicated that was correct.

CM Huff asked if there were any other issues. With none, he commended the Ad Hoc Committee had done a fantastic job and the Commissioners were in agreement.

CM Huff reviewed the motions and indicated that the changes the Commissioners would like to make would be to LU-1 and strike LU-5. CM Clay stated that the changes would be modifying LU-1, striking LU-5 and amending the General Plan. With the Commissioners in agreement, CM Clay moved to recommend approval of the Historic Center Community Plan with the following amendments: 1) retain the inclusion of considering multi-family housing in the Town Center and amend the Community Plan's Strategy LU-1 to provide for that option; 2) strike LU-5; 3) to amend the General Plan Element concerning parks to include the option of a standard for neighborhood parks in areas that are already largely built out and the opportunity for a seven acre park does not exist. CM Young seconded the motion. The vote to recommend approval to the City Council was unanimous.

### **Administrative Session**

#### Reminder regarding March 11, 2014 Joint Work Session

Planner Snyder reminded the Commissioners that there would be a joint work session with the City Council on March 11, 2014 at 5:15 PM. CM Huff asked if the Commissioners would meet after the joint session. Planner Snyder stated that he would discuss that with Director Aegerter. He added that the Commissioners would receive a reminder prior to the meeting in their packet.

With nothing further to discuss, CM Mertz moved to adjourn the meeting. CM Clay seconded the motion. CM Huff adjourned the meeting at 7:20 PM.

The Issue of Code Enforcement is of great concern to those who attended the Information Gathering Meeting in January, 2013 and the Ad Hoc Committee. Staff was directed by the Historic Center Planning Community Ad Hoc Committee to include these sections of the City Code which they feel are not being adequately enforced.

## CHAPTER 8 ENFORCEMENT AND PENALTIES

### Sections:

#### Article 1 – ADMINISTRATION

- [11-8-101](#) Zoning Clearance Required.
- [11-8-102](#) Buildings to be on Zoning Lot.
- [11-8-103](#) Building Permit to Comply with Code.
- [11-8-104](#) Construction and Use to Comply With Application.
- [11-8-105](#) Permits Granted Prior to This Title.
- [11-8-106](#) Responsibility for Violation.
- [11-8-107](#) City Not Liable.
- [11-8-108](#) Certificate of Zoning Compliance Required.

#### Article 2 – ENFORCEMENT

- [11-8-201](#) Violation and Penalty.
- [11-8-202](#) Each Day a Separate Offense.
- [11-8-203](#) Procedure for Violation.

#### Article 1 – ADMINISTRATION

##### 11-8-101 Zoning Clearance Required.

No building permit shall be issued for construction within the City until the application therefore has been approved by the Zoning Administrator. The Zoning Administrator shall not give such approval until he is satisfied that the proposed construction and subsequent use of the building proposed to be constructed will comply with the requirements of the zone in which the building will be situated.

##### 11-8-102 Buildings to be on Zoning Lot.

No building permit authorizing the use of land or the construction or alteration or moving of a building or structure on a lot shall be issued, unless the parcel of land upon which the use is to be conducted or the building constructed, altered or moved shall qualify as a zoning lot as defined in this Title.

##### 11-8-103 Building Permit to Comply with Code.

From the effective date of this Title, permits shall not be granted for the construction or alteration of any building or structure, or for the moving of a building or structure onto a lot, or for the change in use of any land, building or structure if such construction, alteration, moving, or change of use would be a violation of any of the provisions of this Title, nor shall any sewer or water service line or electric utilities be installed to serve the premises if such use would be a violation of this Title.

##### 11-8-104 Construction and Use to Comply With Application.

Permits for excavations and buildings, and Certificates of Zoning Compliance issued on the basis of plans and specifications approved by the Zoning Administrator authorize only the use, arrangement, and construction set forth in such approved plans and application. Any use, arrangement, or

construction at variance with that authorized shall be deemed to be a violation of this Title.

#### 11-8-105 Permits Granted Prior to This Title.

Authorization granted by the City to construct a building or structure, or to change the use of land, shall not be denied or abridged in the event that construction has taken place thereon to the extent of one-thousand dollars (\$1,000) or more in replaceable value by the date on which this Title or an amendment thereto shall become effective; provided, however, that such authorization to construct a building or structure shall be denied if construction would not have complied with all applicable laws and ordinances existing prior to the effective date of this Title or amendment. Replaceable value shall be construed to mean the expenditure necessary to duplicate the material and labor at market prices.

#### 11-8-106 Responsibility for Violation.

It shall be the responsibility of the owner and any and all builders, contractors, subcontractors, real estate agents and any other persons having to do with the establishment of any use of land or the erection, altering or relocation of any building, to make sure that a proper permit has been obtained before work is begun. Any person doing any work on a project for which a proper permit has not been obtained shall be deemed guilty of a violation of this Title.

#### 11-8-107 City Not Liable.

The City shall not be liable for any damage which may result from the denial of a building permit, even though the applicant therefore may have received information from any person that the applicant is entitled thereto.

#### 11-8-108 Certificate of Zoning Compliance Required.

It shall be unlawful to use or occupy or permit the use or occupancy of any building or premise, or to change the occupancy of any building or premise, until a Certificate of Zoning Compliance shall have been issued therefore by the Zoning Administrator stating that the proposed use of the building or land conforms to the requirements of this Title. No nonconforming structure or use shall be changed or extended until a Certificate of Zoning Compliance shall state specifically wherein the nonconforming use differs with the requirements of this Title. The Zoning Administrator may permit the occupancy of a building prior to the completion of all required work; provided a bond or other assurance has been posted with the City Recorder in an amount equal to the cost of completing said required work, guaranteeing the completion of such work, as determined by the City Council. The Zoning Administrator shall maintain a record of all Certificates of Zoning Compliance for a period of five (5) years, and a copy shall be furnished upon request to any applicant. Failure to obtain a Certificate of Zoning Compliance shall constitute a violation of this Title.

### Article 2 – ENFORCEMENT

#### 11-8-201 Violation and Penalty.

Any person, firm, or corporation violating any of the provisions of this Title shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not to exceed \$500, or by imprisonment for a term not to exceed ninety days, or both such fine and imprisonment. In addition to such criminal penalty, the City may, in addition to any other remedy which may be provided by law, institute any appropriate proceeding to prevent, restrain, or abate any construction, alteration, or use of

land in violation of this Title; or to enjoin the transfer or sale of a lot in an illegal subdivision; or to prevent any illegal act, conduct, business, or use.

#### 11-8-202 Each Day a Separate Offense.

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Each and every day, or portion thereof, during which a violation of this Title is committed or continued shall be considered a separate offense and shall be punishable as herein provided.

#### 11-8-203 Procedure for Violation.

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Whenever it becomes necessary to take action in order to obtain compliance with one or more provisions of this Title, the Zoning Administrator or the Planning Administrator, as appropriate, may issue a citation or take other appropriate action as provided by law.

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The Springville City Code is current through Ordinance 03-2014, passed February 4, 2014.

Disclaimer: The City Recorder's Office has the official version of the Springville City Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

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## CHAPTER 2 NUISANCES

### Sections:

- [12-2-111](#) Purpose.
- [12-2-112](#) Definitions.
- [12-2-113](#) Nuisance – Definition.
- [12-2-114](#) Exceptions.
- [12-2-115](#) Responsibility for Nuisances.
- [12-2-116](#) Finding of Nuisance.
- [12-2-117](#) Voluntary Compliance.
- [12-2-118](#) Citation.
- [12-2-119](#) Other Remedies.
- [12-2-120](#) Inspection.
- [12-2-121](#) Penalty.

### 12-2-111 Purpose.

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The purpose of this ordinance is to provide a means for the City and individuals to identify nuisances within the City and to provide a means for correcting or abating the nuisances. The City needs the ability to Abate nuisances in order to protect the health and safety of the public, to foster neighborhood stability, to preserve the appearance, character and beauty of neighborhoods, to encourage community pride, to preserve the value of Property, and to protect the general welfare of the City and its citizens, businesses and visitors. This ordinance provides for progressive enforcement measures to Abate nuisances.

(Adopted by Ordinance No. 20-01)

### 12-2-112 Definitions.

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- (1) “Abate” means to repair, replace, remove, destroy, correct or otherwise remedy a condition which constitutes a nuisance by such means, in such a manner and to such an extent as the Community Officer determines is necessary in the interest of the general health, safety and welfare of the community.
- (2) “Community Officer” means an employee hired by the City to enforce this ordinance.
- (3) “Completion Date” means the date by which the Responsible Person must Abate a nuisance. The Completion Date is originally set by the Community Officer in the Voluntary Compliance Agreement.
- (4) “Emergency” means a situation which, in the opinion of the Community Officer, requires immediate action to prevent or eliminate an immediate threat to the health or safety of a person or Property.
- (5) “Owner” means any person who, alone or with others, has title or interest in any building or Premise(s), with or without accompanying actual possession thereof. For the purpose of giving notice, the term “Owner” also includes any person in physical possession.
- (6) “Premise(s)” means a plot of ground, whether occupied or not.

(7) "Property" means a building or structure, or the Premise(s) on which the building or structure is located, or undeveloped land.

(8) "Public Place" means an area generally visible to public view and includes alleys, bridges, driveways, parking lots, parks, plazas, sidewalks, streets, and buildings open to the general public, including those that serve food or drink or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.

(9) "Responsible Person" means the person(s) responsible for correcting or abating a nuisance pursuant to this ordinance. The Responsible Person includes the Property owner and/or any person who causes or permits a nuisance to occur or remain upon Property in the City, and includes but is not limited to the owner(s), lessor(s), lessee(s), or other person(s) entitled to control, use and/or occupy Property where a nuisance occurs. In cases where there is more than one Responsible Person, the City may proceed against one, some or all of them.

(Adopted by Ordinance No. 20-01)

#### 12-2-113 Nuisance – Definition.

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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.

(1) General Definitions of Nuisance. Any activity that meets any one or more of the five (5) definitions set forth below shall constitute a "nuisance" if it occurs within the City of Springville:

(a) Nuisance as Defined in U.C.A. [§78-38-1\(1\)](#). Anything which is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of Property, so as to interfere with the comfortable enjoyment of life or Property.

(b) Nuisance as Defined in U.C.A. [§76-10-801](#). Any item, thing, manner, or condition whatsoever that it is dangerous to human life or health or renders soil, air, water, or food impure or unwholesome.

(c) Nuisance as Defined in U.C.A. [§76-10-803](#). Unlawfully doing any act or omitting to perform any duty, which act or omission:

- (i) annoys, injures, or endangers the comfort, repose, health, or safety of three (3) or more persons;
- (ii) offends public decency;
- (iii) unlawfully interferes with, obstructs, or tends to obstruct, or renders dangerous for passage, any lake, stream, canal, or basin, or any public park, square, street, or highway; or
- (iv) in any way renders three or more persons insecure in life or the use of Property. An act

which affects three or more persons in any of the ways specified in this subsection is still a nuisance regardless of the extent to which the annoyance or damage inflicted on individuals is unequal.

(d) Nuisance. A condition which:

(i) wrongfully annoys, injures, or endangers the comfort, repose, health or safety of others; or

(ii) unlawfully interferes with, obstructs or tends to obstruct, or render dangerous for passage, any public park, square, street or highway, or any other public place; or

(iii) in any way renders other persons insecure in life, or in the use of Property, and which affects the rights of an entire community or neighborhood, although the extent of the damage may be unequal.

(e) Specific Nuisances Listed in Subsection (2). Anything specifically listed as a nuisance in subsection (2), below.

(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](#):

(a) Drug Houses. Every building or Premise(s) where the unlawful sale, manufacture, service, storage, distribution, dispensing, or acquisition of any controlled substance, precursor, or analog specified in Title [57](#), Chapter [37](#) of the Utah Code (Utah Controlled Substances Act) occurs.

(b) Gambling. Every building or Premise(s) where gambling is permitted to be played, conducted, or dealt upon as prohibited in Title [76](#), Chapter [10](#), Part 11 of the Utah Code (Gambling) which creates the conditions of a nuisance as defined in Section 12-2-13(A)(1) of this ordinance.

(c) Gangs. Every building or Premise(s) wherein criminal activity is committed in concert with two or more persons as provided in Section [76-3-203.1](#) of the Utah Code.

(d) Party Houses. Every building or Premise(s) where parties occur frequently which create the conditions of a nuisance as defined in Section [12-2-113\(A\)\(1\)](#) of this ordinance.

(e) Prostitution. Every building or Premise(s) where prostitution or the promotion of prostitution is regularly carried on by one or more persons as provided in Title [76](#), Chapter [10](#), Part 13 (Prostitution) of the Utah Code.

(f) Weapons. Every building or Premise(s) where a violation of Title [76](#), Chapter [10](#), Part 5 (Weapons) of the Utah Code occurs on the Premise(s).

(g) Unsafe Condition. A condition that unreasonably or unlawfully affects the health or safety of one or more persons.

- (h) Fire Hazard. A fire hazard.
- (i) Noxious Emanations. Emanation of noxious or unreasonable odors, fumes, gas, smoke, soot or cinders.
- (j) Noxious Weeds. Noxious weeds located on vacant lots or other Property, along public sidewalks or the outer edge of any public street, or weeds in any other location which constitute a fire hazard or are unsightly. Undeveloped lots which have weeds, grass or other growth which constitute an existing or potential fire hazard shall be Abated by the owner of the Property. Weed Abatement compliance shall be accomplished by pulling, discing, plowing or mowing weeds within 4 inches of the ground. The City shall survey properties within the City and identify those needing Abatement and then serve notice in writing upon the owner or occupant of such land in person or by mailing notice, postage prepaid, addressed to the owner or occupant at the last known post office address as indicated by the records of the County Assessor. The notice shall require the owner or occupant as the case may be to Abate the weeds by a specific time, which shall not be less than ten (10) days from the date of service of such notice. One notice shall be deemed sufficient on any lot or parcel of Property for the entire season of weed growth during that year.
- (k) Refuse. Keeping or storing of any refuse or waste matter which interferes with the reasonable enjoyment of nearby Property.
- (l) Stagnant Water. Polluted or stagnant water which constitutes an unhealthy or unsafe condition.
- (m) Improper Accumulations. Accumulation of soil, litter, debris, plant trimmings, or trash, visible from the street or an adjoining Property.
- (n) Accumulation of Junk. Accumulation of used or damaged lumber; junk; salvage materials; abandoned, discarded or unused furniture; stoves, sinks, toilets, cabinets, or other fixtures or equipment stored so as to be visible from a public street, alley, or adjoining Property. However, nothing herein shall preclude the placement of stacked firewood for personal non-commercial use on the Premise(s).
- (o) Attractive Nuisances. Any attractive nuisance dangerous to children and other persons including, but not limited to, abandoned, broken, or neglected household appliances, equipment and machinery, abandoned foundations or excavations, or improperly maintained or secured pools.
- (p) Vegetation. Dead, decayed, diseased, or hazardous trees, weeds, hedges, and overgrown or uncultivated vegetation which is in a hazardous condition, is an obstruction to pedestrian or vehicular traffic, or which is likely to harbor rats, vermin or other pests.
- (q) Dust. Any Premise(s) which causes excessive dust due to lack of landscaping, non-maintenance or other cause.
- (r) Improper Storage. The keeping, storing, depositing or accumulating on the Premise(s) or in the public right-of-way for an unreasonable period of time dirt, sand, gravel, concrete, or other similar materials, or maintenance of such material on public rights-of-way. Material stored as part of an active construction project shall not be considered a nuisance.

(s) Garbage Can. The leaving of any garbage can or refuse container in the street, other than on collection day, for more than 24 hours after the collection day.

(t) Construction Equipment. Construction equipment or machinery of any type or description parked or stored on Property when it is readily visible from a public street, alley or adjoining Property, except while excavation, construction or demolition operations covered by an active building permit are in progress on the subject Property or an adjoining Property, or where the Property is zoned for the storage of construction equipment and/or machinery.

(u) Improper Sign. Improper maintenance of a sign; or signs which advertise a business that is no longer extant on the Property.

(v) Improper Parking or Storage. (i) It shall be unlawful to park, store or leave or permit the parking, storage, or leaving of any licensed or unlicensed motor vehicle of any kind, including boats, trailers or vehicle parts, and recreational vehicles, or a part or parts thereof which is in a wrecked, junked, partially dismantled, dismantled, or inoperative condition, whether attended or not, upon any Property in the city for a period of time in excess of seventy-two (72) hours, except that two (2) or less vehicles or part or parts thereof may be stored within a building, or placed behind an opaque screening fence six feet in height, and except that such vehicles and part or parts thereof may be within a junk yard or automobile wrecking yard or motor vehicle repair establishment lawfully established and licensed pursuant to this code.

(ii) For purposes of this section, a motor vehicle shall be deemed to be inoperative if any of the following conditions exist:

(A) the engine, transmission, or other mechanical part has been removed so that the motor vehicle may not be operated under its own power.

(B) the vehicle is stored or parked other than on its wheels.

(C) more than one tire is flat.

(D) it has not been registered under the Utah Motor Vehicle Act for a period in excess of 18 months.

(E) it has not been operated under its own power for a period in excess of eighteen (18) months.

(w) Hazardous Conditions. Any wall, sign, fence, gate, hedge, or structure maintained in such condition of deterioration or disrepair as to constitute a hazard to persons or Property.

(x) Graffiti. Graffiti which remains on the exterior of any building, fence, sign, or other structure and is visible from a public street.

(y) Improper Maintenance. Maintenance of buildings and/or structures in such condition as to be deemed defective or in a condition of deterioration or disrepair including, but not limited to:

(i) any building or structure which is unfit for human habitation, or which is an unreasonable hazard to the health of people residing in the vicinity thereof, or which presents an unreasonable fire hazard in the vicinity where it is located; or

- (ii) any building or structure set up, erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of City ordinances, or any use of land, buildings or Premise(s) in violation of City ordinances; or
  - (iii) buildings which are abandoned, partially destroyed, or left in an unreasonable state of partial construction for a period of six (6) months or longer. An unreasonable state of partial construction. is defined as any unfinished building or structure where the appearance or condition of the building or structure does not meet the requirements for finished buildings or structures as required by applicable City ordinances or building codes. The building or structure shall not be considered to be a nuisance if it is under active construction; or
  - (iv) buildings having dry rot, warping, termite infestation, decay, excessive cracking, peeling, or chalking, as to render the building unsightly and/or in a state of disrepair; or
  - (v) buildings with missing doors and/or windows containing broken glass and/or no glass at all where the window is of a type which normally contains glass; or
  - (vi) building exteriors, walls, fences, gates, driveways, sidewalks, walkways, signs or ornamentation, or alleys maintained in such condition as to render them unsightly and/or in a state of disrepair; or
  - (vi) buildings or conditions that violate any building, electrical, plumbing, fire, housing or other code adopted by the City.
- (z) City Code Nuisances. Any violation of a Springville City Code section that expressly declares a specific situation, conduct or activity to be a nuisance.
- (aa) Alcohol. Every Property or Premise(s) not licensed under applicable State law or City ordinance where any intoxicating liquors or alcohol are kept for unlawful use, sale or distribution.
- (bb) Inappropriate Conduct. Every Property or Premise(s) where there exists an environment which causes, encourages or allows individuals or groups of individuals to commit one or more of the following acts on the Property, Premise(s) or adjacent public place, including but not limited to:
- (i) illegally consuming intoxicating liquor or alcohol;
  - (ii) publicly urinating or defecating;
  - (iii) by physical action, intentionally causing or attempting to cause another person to reasonably fear imminent bodily injury or the commission of a criminal act upon their person or upon Property in their immediate possession;
  - (iv) engaging in acts of violence, including fighting amongst themselves;
  - (v) discharging a firearm or explosive in violation of City ordinance or State law;
  - (vi) creating unreasonable noise which disturbs others;
  - (vi) intentionally obstructing pedestrian or vehicular traffic; or

(viii) soliciting acts of prostitution.

(cc) Dangerous Conditions. Any fence, wall, shed, deck, house, garage, building, structure or any part of any of the aforesaid; or any tree, pole, smokestack; or any excavation, hole, pit, basement, cellar, sidewalk, subspace, dock, or loading dock; or any lot, land, yard, roadway, Premise(s) or location which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or Property, or cause any hurt, harm, inconvenience, discomfort, damage or injury to any one or more individuals in the City, in any one or more of the following particulars:

(i) by reason of being a menace, threat and/or hazard to the general health and safety of the community.

(ii) by reason of being a fire hazard.

(iii) by reason of being unsafe for occupancy, or use on, in, upon, about or around the aforesaid Property.

(iv) by reason of lack of sufficient or adequate maintenance of the Property, and/or being vacant, any of which depreciates the enjoyment and use of the Property in the immediate vicinity to such an extent that it is harmful to the community in which such Property is situated or such condition exists.

(dd) Illegal Accessory Apartments. Any violation of the City's accessory apartment ordinance.

(ee) Family. Keeping or allowing people at a Premise(s) in violation of the City's single family residence requirements.

(ff) Parking on Landscaping. Parking in an area required to be landscaped by City ordinance.

(gg) Banner Signs. Keeping or allowing banner signs in violation of City ordinance.

(hh) Required Landscaping. Failure to install or maintain landscaping required by City ordinance.

(ii) Hazardous Materials. The actual or threatened discharge of hazardous materials.

(Adopted by Ordinance No. 20-01)

#### 12-2-114 Exceptions.

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No act which is done or maintained under the express authority of an authoritative statute, ordinance or court ruling shall be declared a nuisance.

(Adopted by Ordinance No. 20-01)

#### 12-2-115 Responsibility for Nuisances.

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The Responsible Person(s) is responsible for abating nuisances pursuant to this ordinance. Any person, whether as owner, agent, or occupant, who creates, aids in creating, or contributes to a nuisance, or who supports, continues, or retains a nuisance, is responsible for the nuisance and is therefore a Responsible Person pursuant to this ordinance. Every successive owner or tenant of a Property or Premise(s) who fails to Abate a continuing nuisance upon or in the use of such Property or

Premise(s) caused by a former owner or tenant is responsible therefore in the same manner as the one who first created it.

(Adopted by Ordinance No. 20-01)

#### 12-2-116 Finding of Nuisance.

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If a Community Officer finds that a nuisance exists, the Community Officer shall attempt to have the Responsible Person Abate the nuisance. Although the Community Officer's first step in correcting or abating the nuisance will always be to obtain voluntary compliance, the Community Officer may pursue any remedy or combination of remedies available pursuant to this ordinance, State law or common law in order to Abate the nuisance. Nothing in this section shall be interpreted to prohibit the City from engaging in its standard prosecution practices. Therefore, the City may prosecute violators of City ordinances or State laws without first having to comply with the provisions of this ordinance, even though the activity or conduct prosecuted may also constitute a nuisance under this ordinance. Nothing in this ordinance shall be interpreted to prevent the City from enforcing applicable City ordinances or building codes without first treating the offending conduct, situation or activity as a nuisance pursuant to this ordinance.

(Adopted by Ordinance No. 20-01)

#### 12-2-117 Voluntary Compliance.

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This section applies whenever the Community Officer determines that a nuisance exists.

(1) Contact. Before taking other steps to Abate the nuisance, the Community Officer shall make a reasonable attempt to secure voluntary correction or Abatement of the nuisance by:

- (a) contacting the Responsible Person, where possible;
- (b) explaining the nuisance;
- (c) requesting the Responsible Person to Abate the nuisance; and
- (d) setting a reasonable date in person or in writing for the Responsible person to Abate the nuisance by voluntary compliance.

(2) No Action. If after a reasonable amount of time, the person responsible for the nuisance has taken no action, the Community Officer may abate the nuisance using one or more of the procedures set forth in this Ordinance, State law, or common law.

(3) Voluntary Compliance Agreement. If the Community Officer and the Responsible Person agree to terms for abating the nuisance, they shall enter into and sign a Voluntary Compliance Agreement. The Voluntary Compliance Agreement is a contract between the City and the Responsible Person in which the Responsible Person agrees to Abate the nuisance within a specified time and according to specified conditions. The Voluntary Compliance Agreement shall include the following terms:

- (a) the name and address of the Responsible Person;
- (b) the street address of the nuisance, or a description sufficient to identify the building, structure, Premise(s), or land upon or within which the nuisance is occurring;

- (c) a description of the nuisance;
- (d) the necessary corrective action to be taken, and a date or time by which correction must be completed;
- (e) an agreement by the Responsible Person that the City may inspect the Premise(s) as may be necessary to determine compliance with the Voluntary Compliance Agreement;
- (f) an agreement by the Responsible Person that the City may Abate the nuisance and recover its costs and expenses to Abate the nuisance, as well as a monetary fine pursuant to this ordinance from the Responsible Person, if terms of the Voluntary Compliance Agreement are not met;
- (g) an agreement by the Responsible Person acknowledging that he/she waives the right to appeal the Community Officer's finding that a nuisance exists and waives the right to appeal the specific corrective action required in the Voluntary Compliance Agreement; and
- (h) an agreement by the Responsible Person that failure to comply with the Voluntary Compliance Agreement may be grounds for criminal prosecution. The Community Officer may grant an extension of the time limit for correcting or abating the nuisance if the Responsible Person has shown due diligence and/or substantial progress in correcting or abating the nuisance but unforeseen circumstances render Abatement under the original conditions unattainable. If the Responsible Person complies with the terms of the Voluntary Compliance Agreement, the City shall take no further action against the Responsible Person related to the nuisance described in the Voluntary Compliance Agreement unless the nuisance recurs.

(Amended by Ord. No. 5-03)

#### 12-2-118 Citation.

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When the Community Officer determines that a nuisance exists, and is unable to secure voluntary correction pursuant to Section [12-2-117](#), the Community Officer may issue a citation to the Responsible Person. The Community Officer may issue a citation without having attempted to secure voluntary correction as provided in Section [12-2-117](#) under the following circumstances:

- (a) when an emergency exists; or
- (b) when the Community Officer is unable to locate or determine the identity of the Responsible Person.

(Adopted by Ordinance No. 20-01)

#### 12-2-119 Other Remedies.

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The City may take one or more of the following actions against any Responsible Person who fails to comply with the terms of a Voluntary Compliance Agreement, or a citation:

- (1) Abatement by the City.
  - (a) The City may Abate a nuisance when:
    - (i) the terms of a Voluntary Compliance Agreement have not been met; or

(ii) the requirements of a citation and subsequent Court Order have not been complied with, or;

(iii) the condition is subject to summary Abatement as provided for in subsection (b), below.

(b) Whenever a nuisance is occurring which constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the City may summarily and without prior notice Abate the condition. Notice of such Abatement, including the reason for it, shall be given to the Responsible Person as soon as reasonably possible after the Abatement.

(c) Using any lawful means, the City may enter upon the subject Property and may remove or correct the condition which is subject to Abatement. The City may seek, but is not required to seek, such judicial process as it deems necessary to effect the removal or correction of such condition.

(d) The costs, including incidental expenses, of correcting or abating the violation shall be billed to the Responsible Person and/or the owner, lessor, tenant or other person entitled to control, use and/or occupy the Property and shall become due and payable to the City within ten (10) days of actual receipt of the bill (within fifteen days of the mailing date if the bill is mailed). The term "incidental expenses" includes but is not limited to:

(i) personnel costs, both direct and indirect, including attorneys' fees and costs;

(ii) costs incurred in documenting the violation;

(iii) hauling, storage and disposal expenses;

(iv) actual expenses and costs for the City in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; and

(v) the costs of any required printing and mailing.

(2) Civil Actions. Either the City or any private person directly affected by a nuisance may bring a civil action to Abate or enjoin the nuisance, or for damages for causing or maintaining the nuisance (including the cost, if any, of cleaning the subject Property). The civil action may be brought pursuant to this ordinance or pursuant to State law.

(3) Abatement by Eviction. Whenever there is reason to believe that a nuisance under section 12-2-113(2)(1 – 6) is kept, maintained, or exists in the City, the City Attorney or any citizen(s) residing in the City, or any person or entity doing business in the City, in his or their own names, may maintain an action in a court of competent jurisdiction to Abate the nuisance and obtain an order for the automatic eviction of the tenant of the Property harboring the nuisance. The eviction shall take place as specified in Utah law.

(4) Lien for Costs. If a person fails to pay any fines or costs related to nuisance Abatement when due, the City may record a lien on the Property or Premise(s) for the full amount of the unpaid fines and costs.

(5) Non-exclusive Remedies. The City may take any or all of these remedies (administrative, civil or criminal) to Abate a nuisance and/or to punish any person or entity who creates, causes or allows a

nuisance to exist. The Abatement of a nuisance does not prejudice the right of the City or any person to recover damages or penalties for its past existence.

(Adopted by Ordinance No. 20-01)

#### 12-2-120 Inspection.

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The Responsible Person may contact the Springville Police Department at anytime after a Voluntary Compliance Agreement is signed or citation is issued to request an inspection of the Abated nuisance. The Community Officer will inspect the Property and include in the report the time and date that the nuisance has been deemed Abated. A request for inspection must be made by the Responsible Person in order to stop any penalty from continuing to accrue.

(Adopted by Ordinance No. 20-01)

#### 12-2-121 Penalty.

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(1) Monetary Fine. The Responsible Person shall pay the City a monetary fine for each day the nuisance continues after the Completion Date or after the citation date, whichever occurs first. The nuisance shall be considered to continue until the Community Officer approves the Responsible Person's actions to correct or Abate the nuisance. The amount of the monetary fine shall be as follows:

- (a) One Hundred Dollars (\$100.00) per day for each day during the first week that the nuisance remains uncorrected or unabated after the Completion Date or citation date;
- (b) Two Hundred Dollars (\$200.00) per day for each day thereafter until the nuisance is corrected or Abated;
- (c) The monetary fine shall be cumulative and may not be waived by the Community Officer. Payment of a monetary fine pursuant to this section does not relieve the Responsible Person from the duty to Abate the nuisance as required by the Voluntary Compliance Agreement or the citation. The monetary fine constitutes a personal obligation of the Responsible Person. The City Attorney or his/her designee is authorized to take appropriate action to collect the monetary fine, plus reasonable attorneys' fees and costs incurred in collecting said monetary fine.

(2) Imprisonment. The responsible person may be imprisoned for failure to Abate a nuisance as set forth herein for a term not to exceed six months.

(3) Either Penalty. The Court may issue either a fine or imprisonment or both.

(Adopted by Ordinance No. 20-01)

[Chapters 3 and 4 repealed by Ordinance 20-01]

The Springville City Code is current through Ordinance 03-2014, passed February 4, 2014.

Disclaimer: The City Recorder's Office has the official version of the Springville City Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

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## STAFF REPORT

**DATE:** April 4, 2014  
**TO:** Honorable Mayor and City Council  
**FROM:** Chief Scott Finlayson  
**SUBJECT: CITY CODE AMENDMENT REPEALING SPRINGVILLE'S PIT BULL ORDINANCE**

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### **RECOMMENDATION**

Move to amend Springville City Code by repealing Section 3-7-116, Pit Bull Dogs.

### **DISCUSSION**

The 2014 Utah State Legislature passed HB097 which prohibits a municipality from enacting or enforcing a breed-specific rule, regulation, policy, or ordinance about dogs. On April 2, 2014 Governor Herbert signed the legislation into law effective January 1, 2015. On the effective date Springville City may no longer enforce our code restricting pit bull dogs in Springville.

Springville City code section 3-7-116 allowed for Pit Bull dogs in Springville, but required owners to have insurance covering dog bites, apply for a pit bull permit, provide greater fencing and warning signs, and microchipping of the dog. These are requirements not required of other dog breed owners.

Recently we have had inquiries into licensing of pit bulls in town. It would be difficult for Springville City to issue new permits now, which are good for one year, with the new State ordinance removing our ability to enforce Springville's ordinance in a few months. We believe that repealing Springville City Code 3-7-116 now will reduce confusion in our community and bring us in compliance with the new State code.

### **ALTERNATIVES**

Do not repeal the ordinance until January 1, 2015.

### **FISCAL IMPACT**

Repealing this section of Springville City code may reduce Pit Bull licensing fees, but we do not have many Pit Bulls in Springville at this time.

Name: J. Scott Finlayson

Title: Director of Public Safety/Chief of Police



## STAFF REPORT

**DATE:** April 8, 2014  
**TO:** Mayor and City Council  
**FROM:** Bradley D. Stapley, Director of Public Works  
**SUBJECT:** **AMENDMENT TO TITLE 12, CHAPTER 7, GARBAGE COLLECTION AND DISPOSAL OF THE SPRINGVILLE CITY CODE**

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### **RECOMMENDATION**

Move to adopt ordinance \_\_\_\_\_, which amends Title 12, Chapter 7 Garbage Collection and Disposal, by adding Recycling language to the chapter.

### **GOALS, OBJECTIVES AND STRATEGIES AT ISSUE**

The Springville City General Plan discusses “Environment” and contains the following goal:

*To ensure a balanced, clean, and safe environment while supporting and promoting energy conservation.*

Objective 5 of this goal is to:

*Evaluate and respond to environmental concerns.*

Strategy 5A and 5B within this objective encourages City staff to:

*Develop improved recycling options for Springville residents and educated the public regarding options for solid waste, such as green waste and recycling.*

### **SUMMARY OF ISSUES/FOCUS OF ACTION**

The proposed amendment simply adds Recycling references to Title 12, Chapter 7 Garbage Collection and Disposal, and designates acceptable recyclable materials.

### **DISCUSSION**

At the February 5, 2013 City Council Meeting, the Council directed staff to take over the current private-contractor operated Recycling Program of 753 customers and initiate limited marketing

### ***CITY COUNCIL AGENDA***

*April 15, 2014*

to achieve conservative growth over the next year. Approximately 1,000 residential customers are using the City's curbside recycling program.

Noteworthy language added to Title 12, Chapter 7 includes:

- "Receptacle" shall mean a ~~one hundred five (105)~~ ninety to one-hundred ten (90 – 110) gallon plastic, solid waste /recycling depository designed and manufactured for automated collection of solid waste.
- "Recyclable Material" shall mean paper, magazines, cardboard, clean paper plates / cups, plastic containers, bottles, and bags, clean Styrofoam, metals, and clean aluminum foil. Glass of any kind is **not** accepted.
- "Superintendent" shall mean the Superintendent of the Streets ~~Department~~ Division of the Public Works Department, or his designee.
- Receptacle service for both solid waste and recycling shall be provided exclusively by the city. It shall be unlawful for any solid waste/ recycling contractor or other person to engage in the business of supplying this service.
- The city shall at reasonable times and places but not less than once each week, collect and dispose of a reasonable accumulation of solid waste from each structure. Additional service may be provided by the city, for which an additional fee shall be imposed. Recycling is collected and disposed of every other week.

**FISCAL IMPACT - None**

ORDINANCE NO. \_\_\_\_

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**AN ORDINANCE AMENDING TITLE 12 CHAPTER 7, "GARBAGE COLLECTION AND DISPOSAL."**

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

**SECTION 1:** Title 12 Chapter 7 is hereby amended to be adopted as follows:

**CHAPTER 7**  
**GARBAGE / RECYCLING COLLECTION AND DISPOSAL**

Sections:

- 12-7-101 Title.
- 12-7-102 Purposes.
- 12-7-103 Responsibility For System And Its Regulation.
- 12-7-104 Control of Collection, Transportation, and Disposal by Department Head.
- 12-7-105 Collection and Disposal--Duty of Owner.
- 12-7-106 Definitions.
- 12-7-107 Categories of Collection Service.
- 12-7-108 Classification of Services.
- 12-7-109 Classification of Fees.
- 12-7-110 Residential Receptacle Service.
- 12-7-111 Type and Ownership of Receptacles.
- 12-7-112 Regulations for Receptacle Service.
- 12-7-113 Private Hauler.
- 12-7-114 Limitations on Residential Service.
- 12-7-115 Unauthorized Collection of Solid Waste.
- 12-7-116 Solid Waste Permit Requirement.
- 12-7-117 Fee For Solid Waste Contractor Permit.
- 12-7-118 Solid Waste Vehicle Inspection Requirement.
- 12-7-119 Container Service by the City.
- 12-7-120 Termination of the Right To Do Business as a Solid Waste Contractor.
- 12-7-121 Standards for Solid Waste Vehicles.
- 12-7-122 Insurance Requirement.
- 12-7-123 Allowable Solid Waste Contractor Operating Hours.
- 12-7-124 Requirements While Transporting.
- 12-7-125 Exception for Transporting Collectors.
- 12-7-126 Title to Solid Waste.

[12-7-127 Parking Of Solid Waste Vehicles.](#)

[12-7-128 Unlawful Acts.](#)

[12-7-129 Building or Demolition Contractors.](#)

[12-7-130 Suspension of Residential Service.](#)

[12-7-131 Disposal at South Utah Valley Solid Waste District.](#)

[12-7-132 Penalties.](#)

#### **12-7-101 Title.**

This Chapter may be cited and referred to as the “Springville City Solid Waste Management Ordinance”.

(1968 Code 8-6-2; amended in codification 1979; 1979 Code 12-7-1; amended by Ordinance No.3-85; repealed and readopted by Ordinance No. 15-94)

#### **12-7-102 Purposes.**

This Chapter is adopted for the following purposes:

- (1) To promote the health, safety, and welfare of the citizens of the City of Springville, by providing and/or contracting for the efficient, safe, and environmentally sound collection, transportation and disposal of solid waste [and recyclable material.](#)
- (2) To implement the Utah Solid Waste Management Act.

(1968 Code 8-6-3; minor changes made in codification 1979; 1979 Code 12-7-2; amended by Ordinance No. 3-85; repealed and readopted by Ordinance No. 15-94, amended by Ord No 6-06)

#### **12-7-103 Responsibility For System And Its Regulation.**

All residential, educational, multiple-dwelling, religious, recreational and commercial/industrial premises within the city shall be serviced by a solid waste collection, transport and disposal system operated under this chapter. The City shall supervise and regulate such systems.

(1968 Code 8-6-4; 1979 Code 12-7-3; amended by Ordinance No. 2-91; repealed and readopted by Ordinance No. 15-94)

#### **12-7-104 Control of Collection, Transportation, and Disposal by ~~Division~~Department Head.**

The Superintendent may impose reasonable and uniform rules not inconsistent with the provisions of this chapter upon the collection, transportation, and disposal of solid waste [and recyclable material](#) in the city, including but not limited to rules regarding:

- (1) The operation of all collection, transportation and disposal services by Springville City and by solid waste [/recycling](#) contractors and private haulers;
- (2) The operation of all City solid waste [/recycling](#) management facilities; and
- (3) Days and times of operation of all of the above.

(1968 Code 8-6-1 and 8-6-6; amended in codification 1979; 1979 Code 12-7-4; amended by Ordinance No. 8-85; repealed and readopted by Ordinance No. 15-94)

### **12-7-105 Collection and Disposal--Duty of Owner.**

The owner of a premises or structure shall lawfully cause the collection, transportation and disposal of solid waste/[recycling](#) which has been generated at the premises or structure. The owner of a premises or structure shall not cause or permit putrescible solid waste to remain at the premises or structure for more than eight (8) days or nonputrescible solid waste to remain at his structure for more than thirty (30) days.

(1968 Code 8-6-6; 1979 Code 12-7-5; repealed and readopted by Ordinance No. 15-94)

### **12-7-106 Definitions.**

For the purposes of this Chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

- (1) "Allowable solid waste contractor operating hours" shall mean the hours between 3:00 a.m. and 8:00 p.m., except that collection of solid waste within 700 feet of a residential area is not allowed before 6:00 a.m. or later than 8:00 p.m. or on Sunday.
- (2) "Commercial/Industrial Premises" shall mean all buildings and structures, including the lots on which they are located, which are not included in the definition of residential premises, education premises or multiple-dwelling premises.
- (3) "Container" shall mean any large type of solid waste depository normally used in the collection of solid waste from educational and commercial/industrial premises. It shall include dumpsters, front-end containers, roll-off containers, and compaction units. When used in reference to a solid waste vehicle, "container" shall mean that part of such solid waste vehicle into which solid waste is emptied for transport and disposal purposes.
- (4) "Educational Premises" shall mean educational buildings and structures, including the lots on which they are located.
- (5) "Garbage" shall mean and include all kitchen and table refuse and leavings, swill, offal and every accumulation of animal, vegetable and other matter which attends the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, birds, fruits, vegetables or other matter which, if not properly disposed of, would constitute a health hazard, or cause offensive odors or attract [rodents and/or](#) insects.
- (6) "Hazardous Waste" shall mean a solid waste or combination of solid wastes which is a hazardous waste under the Utah Solid and Hazardous Waste Act, Utah Code Annotated 1953, Section 26-14-2, as amended, and regulations issued under that statute.
- (7) "Multiple-dwelling premises" shall mean a building comprising three (3) or more dwelling units designed for separate housekeeping tenements, including the lot on which they are located, and where no business of any kind is conducted except such home occupations as are permitted pursuant to City ordinances.
- (8) "Normal Business Hours" shall mean the hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.
- (9) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (10) "Private Hauler" shall mean a person that owns or occupies a residential premise or the owner of a business and hauls solid waste/[recycling](#) generated from said premises.

(11) "Receptacle" shall mean a ~~one hundred five (105)~~ninety to one hundred ten (90 – 110) gallon plastic, solid waste/recycling depository designed and manufactured for automated collection of solid waste.

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(12) "Refuse" shall mean waste material and rubbish of every character collected or accumulated within the City, except garbage, and shall include but shall not be limited to grass, leaves, sticks, bottles, tin cans, pasteboard boxes, rags, paper, sawdust, shavings, packing material and other recyclable materials, but shall not include hazardous waste, dangerous or corrosive chemicals, explosives, highly flammable material, dead animals, poisons, heavy metals or metal parts, ashes, or bulky waste.

(13) "Recreational Premises" shall mean recreational buildings and structures including but not limited to gyms, pools, ball fields, parks, playgrounds, museums, pavilions, picnic areas and camping areas, including the lots on which they are located. Recreation premises that are part of educational or religious premises are not required to duplicate solid waste services but may rely on services required at the educational or religious premises.

(14) "Recyclable Material" shall mean paper, magazines, cardboard, clean paper plates/cups, plastic containers, bottles, and bags, clean styrofoam, metals, and clean aluminum foil. Glass of any kind is **not** accepted .

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~~(1415)~~ "Religious Premises" shall mean religious buildings and structures, including the lots on which they are located.

~~(1516)~~ "Residential Premises" shall mean buildings and dwellings, including the lots on which they are located, comprising not more than two (2) dwelling units designed for separate housekeeping tenements and where no business of any kind is conducted except such home occupations as are permitted pursuant to City ordinance.

~~(1617)~~ "Solid Waste" shall mean garbage and refuse, both collectively and separately, and shall not include hazardous or toxic wastes of any description.

~~(1718)~~ "Solid Waste Contractor" shall mean any person, other than the City, engaged in the business of collecting, hauling or transporting through the streets of the city any solid waste for disposal or for any other purpose.

~~(1819)~~ "Solid Waste Vehicle" shall mean any vehicle specifically designed and manufactured for the purpose of collecting, transporting or disposing of solid waste and/or recyclable material.

~~(1920)~~ "Superintendent" shall mean the Superintendent of the Streets ~~Department~~ Division of the Public Works Department, or his designee.

(1968 Code 8-6-6; 1979 Code 12-7-6; repealed and readopted by Ordinance No. 15-94)

### **12-7-107 Categories of Collection Service.**

To provide for the safe, sanitary and efficient collection, transportation and disposal of solid waste/recycling within the city, the city council hereby establishes the following categories of solid waste/recycling collection:

(1) Container service: This category shall include all solid waste/recycling disposal wherein solid waste/recycling is placed in a container.

(2) Receptacle service: This category shall include all solid waste/recycling collection services where the solid waste/recycling is placed in a receptacle.

(1968 Code 8-6-9; amended in codification 1979; 1979 Code 12-7-7; repealed and readopted by Ordinance No. 15-94)

### 12-7-108 Classification of Services.

(1) The Superintendent shall classify the solid waste/recycling collection service to be furnished each premise within the city as either a container service or a receptacle service. The superintendent shall be the sole judge of the category of solid waste/recycling collection service to be provided to the premises. The superintendent may require any reasonable size or type of container to be used at the premises classified for container service and to prescribe the frequency of pick-up. Classification shall be made before service is initiated. From time to time, the superintendent shall review such service classifications and shall make whatever adjustments are necessary to carry out the intent and purpose of the city's classification system.

(2) Any person may, in writing, request that the superintendent review the classification of his or her premises. Upon receiving such a request, the superintendent shall make findings as to the nature of premises served, the type of service required to accomplish the intent and purposes of this chapter.

(1968 Code 8-6-9; 1979 Code 12-7-8; repealed and readopted by Ordinance No. 15-94)

### 12-7-109 Classification of Fees.

Each person receiving the services described herein from the City shall pay such fees, based on the classification of services provided, as are established from time to time by resolution of the city council. Such fees shall be deemed a civil debt owing to the City from the person receiving the services. Nothing in this section shall relieve any owner or occupant from criminal prosecution for any violation of this chapter or other provisions of law.

(1968 Code 8-6-10; amended in codification 1979; 1979 Code 12-7-9; repealed and readopted by Ordinance No. 15-94)

### 12-7-110 Residential Receptacle Service.

Receptacle service for both solid waste and recycling shall be provided exclusively by the city. It shall be unlawful for any solid waste/recycling contractor or other person to engage in the business of supplying this service.

(1979 Code 12-7-19; adopted by Ordinance No. 3-85; repealed and readopted by Ordinance No. 15-94)

### 12-7-111 Type and Ownership of Receptacles.

Where premises are classified for receptacle service, all receptacles used shall be one hundred five (105) ninety to one hundred (90 – 110) gallon, automated refuse collection receptacles. The City shall provide and maintain ownership of the receptacles. Each receptacle shall be numbered and recorded with the address of the customer.

(1979 Code 12-7-11; adopted by Ordinance No. 8-85; repealed and readopted by Ordinance No. 15-94)

### 12-7-112 Regulations for Receptacle Service.

The following regulations shall apply to residential receptacle collection provided by the City:

(1) Residential solid waste/recycling shall be collected only from receptacles obtained from Springville City. Receptacles obtained from Springville City are specially designed for use in an automated collection system.

(2) The city shall at reasonable times and places but not less than once each week, collect and dispose of a reasonable accumulation of solid waste from each structure. Additional service may be provided by the city, for which an additional fee shall be imposed. Recycling is collected and disposed of every other week.

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(3) Except where the Superintendent shall otherwise agree, collection shall be made from the street. Receptacles shall be placed at the edge of the street in a manner that will allow a collection truck to be driven to the side of the container.

(4) Receptacles shall be placed in front of a residence for collection not earlier than 5:00 o'clock p.m. the day before the day scheduled for collection and shall be removed there from not later than 12:00 o'clock midnight of the day of collection.

(5) The owner of the structure shall maintain the receptacles serviced at his or her structure in a clean and sanitary condition.

(6) Fluids shall be separately packaged when placed in a receptacle. Fluids shall not be allowed to accumulate in the bottom of a receptacle.

(7) Ashes shall be cold before being placed in a receptacle.

(Adopted by Ordinance No. 15-94, amended by Ordinance No. 19-04)

#### **12-7-113 Private Hauler.**

Nothing in this chapter shall prohibit a private hauler from hauling to a landfill, such materials generated at property he/she owns or occupies that is too large, cumbersome or in too great quantity for collection by the regular collection methods. The private hauler is subject to the normal landfill charges and other applicable sections in this chapter. Such private haulers shall not be required to obtain a permit or a business license. Hauling under this section can be done from time to time but shall not replace the regular collection under this chapter.

(Adopted by Ordinance No. 15-94)

#### **12-7-114 Limitations on Residential Service.**

Except when otherwise agreed or provided for, City residential solid waste service shall not include collection or disposal of the following:

(1) Construction and demolition materials.

(2) Medical waste which is not enclosed in a container approved by the Superintendent or any contagious disease waste.

(3) Car bodies.

(4) Dismantled car bodies and other large pieces of metal.

(5) Dead bodies of animals.

(6) Animal manure, except that ordinary household pet manure may be placed for collection if double wrapped in [a paper or plastic bag](#).

(7) Paint, waste oil and grease.

(8) Wire, fence posts, rubble, rocks, soil, tree stumps, [chunks of concrete](#), stone and brick.

(9) Hazardous waste.

(10) Any substance or material which is not solid waste as defined here in or which the Superintendent reasonably determines to be unsuitable for collection and disposal because of its physical or chemical properties, size or quantity.

(Adopted by Ordinance No. 15-94)

#### **12-7-115 Unauthorized Collection of Solid Waste.**

It shall be unlawful for any person other than a licensed solid waste/[recycling](#) contractor or the City to collect, remove or dispose of solid waste/[recycling](#) on a commercial basis or for hire.

(Adopted by Ordinance No. 15-94)

#### **12-7-116 Solid Waste Permit Requirement.**

(1) It shall be unlawful for any solid waste/[recycling](#) contractor to collect, transport or dispose of any solid waste/[recycling](#) within the corporate City limits without first obtaining a valid solid waste contractor permit from the City. Granting of such permits shall be contingent on the applicant producing the signed vehicle inspection form or forms provided for in Section 12-7-118 and a list of any premises to be served by the applicant and the beginning date of such service unless such information has previously been supplied by the applicant. A licensed solid waste contractor may, subject to the requirements of this chapter, provide solid waste collection, transportation and disposal services in Springville City. This permit shall not constitute a grant of franchise nor shall it confer any vested rights but shall be a permit to perform the services specified in this Chapter subject to the restrictions and limitations contained herein. The permit shall be non-transferable and shall be for a period of one year.

(2) All applications shall be approved or denied by the Superintendent within fifteen (15) days of receipt thereof.

(3) Any person whose application for a permit has been denied may, in writing, appeal the denial to the [Mayor City Administrator?](#), who shall, within ten (10) days, affirm or reverse the denial. The decision of the [Mayor City Administrator?](#) shall be final.

(4) A solid waste contractor permit shall be required in addition to any business license under Title 7, Chapter 1 of the Springville Code.

(Adopted by Ordinance No. 15-94)

#### **12-7-117 Fee For Solid Waste Contractor Permit.**

(1) Each solid waste contractor shall pay a fee equal to six percent (6%) of all gross revenues received by it from the collection, transportation or disposal of solid waste in the city to compensate the City for management, oversight, coordination, and supervision of solid waste contractors. The funds collected pursuant to this section shall be applied to the general fund of the city.

(2) Not later than forty-five (45) days after the end of each calendar month each solid waste contractor shall file a written report with the city treasurer stating the amount of all gross revenue received during the subject calendar month from the collection, transportation or disposal of solid waste in Springville City. The fee payable from said gross revenues shall be paid to the city treasurer at the time said report is filed with the city treasurer.

(3) From time to time the Superintendent or his designee shall be allowed access to the solid waste contractor's accounting books within forty-eight (48) hours of request for an audit of records pertaining to the collection of solid waste in the city.

(Adopted by Ordinance No. 15-94)

### **12-7-118 Solid Waste Vehicle Inspection Requirement.**

(1) The Superintendent reserves the right, and may require all holders of a solid waste contractors permit and all applicants therefor shall present each solid waste vehicle to be used in such business to the City for inspection and approval pursuant to the standards set forth in this chapter. Provided the permittee or applicant shall have given at least ten (10) days prior notice, the City shall inspect all solid waste vehicles within twenty-four (24) hours of the time the solid waste vehicle is delivered to the City for inspection. The time from 5:00 p.m. Friday to 8:00 a.m. Monday shall be excluded for purposes of calculating the 24 hour period specified above.

(2) If it is determined that a solid waste vehicle does not meet the applicable standards, the solid waste contractor or applicant shall have two (2) working days in which to make all of the necessary repairs and corrections and to present the solid waste vehicle for re-inspection or to appeal the decision that the solid waste vehicle does not meet the applicable standards. During this two (2) working-day period, any currently valid permits held by the solid waste contractor shall not be revoked or suspended due to failure of the solid waste vehicle to pass inspection.

(3) The City may inspect a solid waste vehicle at any time if the Superintendent reasonably believes that the solid waste vehicle does not comply with applicable standards.

(4) The solid waste contractor shall pay a fee in an amount established by City Council resolution for each solid waste vehicle inspected or re-inspected by the City.

(5) The Superintendent shall give to the owner of each solid waste vehicle that meets the requirements enumerated herein a completed and signed inspection form verifying that the solid waste vehicle has passed inspection. The solid waste vehicle inspection form for each solid waste vehicle to be used by a solid waste contractor shall be presented at the time of application for each solid waste contractor permit, and no such permit shall be issued without at least one (1) inspection form being properly filled out and signed by the Superintendent. Other solid waste vehicles may be inspected and approved during the term of the solid waste contractor permit.

(6) The inspection required by this section is in addition to and is not a substitute for a Utah State vehicle safety inspection.

(7) If the Superintendent determines that the solid waste vehicle does not meet the requirements specified in this chapter, the owner thereof shall have the right to have the solid waste vehicle inspected by a competent third party. The third party shall be any person mutually acceptable to both the Superintendent and the owner. The third party shall inspect the solid waste vehicle to determine if it meets the standards set forth in this Chapter. The decision of the third party shall be final.

(8) The Utah State Vehicle Safety Inspection receipt for each vehicle shall be carried in that vehicle and shall be presented to the Superintendent or his designee or any police officer upon demand. It shall be unlawful to operate a solid waste vehicle in the city without a current Utah State Vehicle Safety Inspection receipt for the vehicle.

(Adopted by Ordinance No. 15-94, amended by Ordinance No. 19-04)

### **12-7-119 Container Service by the City.**

Springville City may engage in the business of collecting, hauling or transporting solid waste/[recycling](#) collected in containers. When collecting solid waste/[recycling](#) in containers for other than government agencies, Springville City shall:

- (1) Conform to all regulations, except for insurance requirements, which apply to solid waste/[recycling](#) contractors generally;
- (2) Pay all charges imposed generally on solid waste/[recycling](#) contractors at City Solid Waste Management Facilities;
- (3) Pay all other fees imposed generally by the City on the operations of solid waste/[recycling](#) contractors;
- (4) Not be required to obtain a solid waste/[recycling](#) permit or business license.

(Adopted by Ordinance No. 15-94)

#### **12-7-120 Termination of the Right To Do Business as a Solid Waste/[Recycling](#) Contractor.**

- (1) A solid waste/[recycling](#) contractor who violates any of the provisions in this chapter is subject to having his permit revoked pursuant to the procedure provided herein.
- (2) The Superintendent may order any solid waste/[recycling](#) contractor to show cause in a hearing before the Superintendent as to why the contractor's solid waste permit should not be revoked. A notice shall be served on the solid waste/[recycling](#) contractor or his agent specifying the time and place of the hearing to be held by the Superintendent, the reasons why the action is to be or was taken, the enforcement action, and directing the solid waste/[recycling](#) contractor to show cause before the Superintendent why the revocation should not be implemented. The notice of the hearing shall be served personally or by registered or certified mail at least ten (10) days before the hearing.
- (3) The Superintendent may conduct the hearing and take evidence or may designate any officer or employee of the City or may appoint a hearing board. The objective of a hearing will be to:
  - (a) issue in the name of the City, notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
  - (b) take the evidence; and
  - (c) prepare a report of the evidence and hearing, including transcripts where requested, and other evidence, together with recommendations for action thereon.
- (4) After the Superintendent has reviewed the evidence, he may revoke or suspend the solid waste permit or take other action as is necessary and appropriate.
- (5) If the decision of the Superintendent is unsatisfactory to the solid waste/[recycling](#) contractor, he may file a written appeal to the City Council within (10) days after receipt of the decision. The City Council may hear the appeal and shall make a final ruling on the appeal within twenty (20) days of receipt of the user's written appeal. The decision, action, or determination of the Superintendent shall remain in effect during such period of review by the City Council. The decision of the City Council shall be binding on all entities unless ruled otherwise by an appropriate court.
- (6) Nothing in this section shall preclude the City from prosecuting violations under the penalty clause of this chapter.
- (7) Upon termination of a permit pursuant to this Section, all amounts due from the solid waste/[recycling](#) contract whose permit has been terminated shall become immediately payable.

(Adopted by Ordinance No. 15-94)

**12-7-121 Standards for Solid Waste/Recycling Vehicles.**

The following regulations shall apply to all solid waste/recycling contractors:

- (1) All vehicles used to collect or carry solid waste/recycling must be in good mechanical condition and all mechanisms relevant to the hauling of solid waste/recycling must be fully operable.
- (2) All vehicles used to collect or carry solid waste/recycling except for roll-off service containers shall be fully enclosed with watertight sides and bottom.
- (3) The tailgate of each vehicle used to collect or carry solid waste/recycling shall be so constructed as to prevent the contents of the body spilling or blowing from the vehicle while in motion.
- (4) The outside of the body of each vehicle used by a solid waste/recycling contractor to collect or carry solid waste must be clearly painted and identified with the name and telephone number of the licensee.
- (5) All vehicles used to collect or carry solid waste/recycling shall comply with all applicable state and federal statutes and regulations relating to such vehicles.

(Adopted by Ordinance No. 15-94)

**12-7-122 Insurance Requirement.**

- (1) It shall be unlawful for any solid waste/recycling contractor to collect, transport, or dispose of solid waste within Springville without first furnishing the City with certificates of insurance or other evidence of insurance, from insurers acceptable to the City, showing the following types and amounts of insurance:

Coverage	Limits of Liability
Worker’s Compensation	Statutory
General Liability	\$1,000,000 each occurrence
Motor Vehicle Bodily Injury Liability	\$1,000,000 each occurrence
Motor Vehicle Property Damage Liability	\$1,000,000 each occurrence

All insurance required by law

- (2) Each certificate of insurance or the insurance policy shall contain express language indicating that the City of Springville will receive at least thirty (30) days notice of cancellation of the coverage. The solid waste/recycling contractor shall provide the certificate of insurance or insurance policy to the City on an annual basis.
- (3) Cancellation of any insurance policy after the grant of a solid waste/recycling contractor’s permit shall be grounds for suspension of the permit and business license unless the City is immediately furnished with replacement certificates or other evidence of insurance.

(Adopted by Ordinance No. 15-94)

### **12-7-123 Allowable Solid Waste/Recycling Contractor Operating Hours.**

No solid waste/[recycling](#) container-pick-up shall take place outside the allowable operating hours as defined in this Chapter. Solid waste/[recycling](#) contractors shall schedule container pick-ups for containers in or near residential areas at the least disruptive time possible.

(Adopted by Ordinance No. 15-94)

### **12-7-124 Requirements While Transporting.**

It shall be unlawful for any person to transport upon the streets within the City any waste of any kind, unless the same is completely contained in a solid waste/[recycling](#) vehicle or is covered sufficiently to prevent the spilling of the waste, or the escape of noxious or offensive odors, from the vehicle. If a solid waste/[recycling](#) contractor or any other person causes or allows solid waste to be deposited on the City streets, the contractor shall be responsible to clean up the material. If he fails to do so, the City may perform the cleanup and charge the solid waste/[recycling](#) contractor the cost of doing so, including all collection costs and fees.

(Adopted by Ordinance No. 15-94)

### **12-7-125 Exception for Transporting Collectors.**

This chapter shall not prohibit any person transporting solid waste/[recycling](#) collected outside the corporate city limits from transporting such solid waste/[recycling](#) over city streets, provided such collectors comply with other applicable sections in this Chapter.

(Adopted by Ordinance No. 15-94)

### **12-7-126 Title to Solid Waste.**

(1) Title to solid waste/[recycling](#) generated from premises classified for container service shall pass to the city when the solid waste/[recycling](#) is placed in the container.

(2) Title to solid waste/[recycling](#) generated from premises classified for receptacle service shall pass to the city when the receptacle containing the solid waste/[recycling](#) is set out for pick-up.

Where the receptacles are not required to be set out for pick-up, title to the solid waste/[recycling](#) placed in them shall pass to the city upon being placed in the receptacle.

(3) Nothing in this section shall prohibit the generator of the solid waste/[recycling](#) from reclaiming materials prior to collection.

(Adopted by Ordinance No. 15-94)

### **12-7-127 Parking Of Solid Waste/Recycling Vehicles.**

It shall be unlawful for any person to permit, suffer, allow or cause any solid waste/[recycling](#) vehicle controlled by him or her which is loaded with waste of any kind to be or remain standing on any street within the City longer than is necessary for the purpose of loading the solid waste/[recycling](#) vehicle or moving the same to its destination in accordance with applicable traffic laws and regulations. The preceding sentence shall not apply in cases of emergency or mechanical failure.

(Adopted by Ordinance No. 15-94)

### **12-7-128 Unlawful Acts.**

It shall be unlawful for a person:

- (1) To use the public streets or other municipal property to collect, transport, remove, dispose of or deposit solid waste/[recycling](#) in any manner contrary to the provisions of this chapter.
- (2) To tamper or permit an animal under the control of a person to tamper with any city-owned container or its contents, or to tamper with any other solid waste/[recycling](#) container.
- (3) To set fire, except when authorized, to solid waste/[recycling](#) on a public street, on city property, in any solid waste/[recycling](#) container, or within any solid waste/[recycling](#) management facility.
- (4) To maintain or cause to be maintained any receptacle, container or solid waste/[recycling](#) storage area in an unsanitary condition.
- (5) To do or fail to do any act prohibited or required by this title.
- (6) To transport solid waste/[recycling](#) over the public streets of Springville City without sufficient restraint or cover to prevent the solid waste/[recycling](#) from escaping from vehicles or containers onto the public streets.
- (7) To place for collection by the city any material that is not solid waste/[recycling](#) as defined herein or that is prohibited from collection by the terms of this chapter.
- (8) To place a solid waste/[recycling](#) receptacle or container on any sidewalk, roadway or alleyway or parking lot so as to impede pedestrian or vehicle traffic or to place a solid waste/[recycling](#) container on any public street or property without written permission from the Superintendent and then only in strict compliance with any such permission.
- (9) To engage in residential [solid waste or recycle](#) collection. This provision shall not apply to Springville City.
- (10) To act as a solid waste/[recycling](#) contractor without a business license and permit therefor.
- (11) To knowingly file a false or inaccurate report of gross revenues with the Springville City Treasurer.
- (12) For the owner or occupant of a premises or structure, which does not qualify to receive residential collection service, to fail or refuse to contract for sufficient service from a licensed solid waste/[recycling](#) contractor or the city to remove all solid waste/[recycling](#) generated at the premises or structure.
- (13) For the owner or occupant of a premises or structure receiving service from a solid waste/[recycling](#) contractor to fail or refuse to maintain the site of the solid waste/[recycling](#) container in a reasonably clean condition.

(Adopted by Ordinance No. 15-94)

### **12-7-129 Building or Demolition Contractors.**

A licensed building or demolition contractor shall not be required to obtain a separate license under this chapter to collect, transport and dispose of construction or demolition materials from a site at which he is acting as a building or demolition contractor.

(Adopted by Ordinance No. 15-94)

**12-7-130 Suspension of Residential Service.**

Residential service at a structure may be suspended for the reason that said structure will be vacant for a period in excess of thirty (30) days and without need of service. Suspension of service shall take effect ten (10) days after giving notice to Springville City, provided, however, suspension of service will not be allowed unless all other city utility services to the premises are disconnected.

(Adopted by Ordinance No. 15-94; amended by Ordinance No. 18-94)

**12-7-131 Disposal at South Utah Valley Solid Waste District.**

All solid waste/recycling generated within the boundaries of Springville City shall be disposed of at facilities owned and controlled by South Utah Valley Solid Waste District, subject to ~~two~~three exceptions:

- (1) Material which will not be accepted by South Utah Valley Solid Waste District shall be disposed of at another site approved by the Superintendent or by the Utah Division of Solid and Hazardous Waste.
- (2) Tree trimmings, grass clippings, yard waste and similar matter may be disposed of at an alternate site approved by the Superintendent.
- (3) Recyclable materials picked up by the City or City-approved Solid Waste Contractor may be disposed of at another site approved by the Superintendent or by the Utah Division of Solid and Hazardous Waste.

(Adopted by Ordinance No. 15-94, amended by Ord No 6-06)

**12-7-132 Penalties.**

Any person violating any provision of this Chapter is guilty of committing a class B misdemeanor. A separate offense shall be deemed committed on each day during which such violation occurs or continues.

(Adopted by Ordinance No. 15-94)

**SECTION 2:** This ordinance shall 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 April, 2014.

SPRINGVILLE CITY

\_\_\_\_\_  
MAYOR WILFORD W. CLYDE

ATTEST:

\_\_\_\_\_  
City Recorder



## STAFF REPORT

**DATE:** April 2, 2014  
**TO:** Honorable Mayor and City Council  
**FROM:** Electric Department – Director Fredrickson  
**SUBJECT:** ASSET TRANSFER AGREEMENT – ROCKY MOUNTAIN POWER

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### **RECOMMENDED MOTION**

- Motion to approve and enter into an Asset Transfer Agreement with Rocky Mountain Power for the purchase and transfer of facilities for a total cost of \$79,651.

### **GOALS, OBJECTIVES AND STRATEGIES AT ISSUE**

The objective of this purchase is to provide safe and reliable electric service to customers that are currently annexed within the City boundaries that are not being served by the Springville City Electric Department.

### **BACKGROUND**

Prior to Springville City annexing the area around the north end of 1400 North Main Street it was part of Utah County. The area being in Utah County meant that the electric service for customers was the certificated right of the local public utility or what is now Rocky Mountain Power (RMP).

The customers that were being served by RMP at the time of annexation of the area have continued to be served by the RMP facilities. Those properties that have developed since annexation have followed the necessary development requirements of Springville City which would include obtaining electric service from the City. As needed new facilities were installed and the requested electric service was provided.

Both utilities have been operating facilities to their respective customer without incident. This arrangement has been reviewed several times in an effort for the City and RMP to benefit from customers within each respective service area.

With proposed annexations becoming actual areas of city municipal boundaries there became facilities belonging to Springville City that were located within the service area of Spanish Fork City. Springville City during the calendar year of 2013, upon approval of City Council, transferred through purchase by Spanish Fork City facilities serving customers located along State Highway 51 from 2600 to 3700 South.

## **DISCUSSION**

Upon, first receiving the income from the sale of facilities to Spanish Fork, second several requests for electric service review at the Strong Yard property and third the passage of SB 180 addressing service area, it was determined by staff that this would be the appropriate time to approach Rocky Mountain Power to get the assets transferred that are located within the municipal boundary.

Contact was made with Service Area Managers at RMP. They refreshed and provided all the necessary documentation on the assets and customers that are being considered in the Asset Transfer Agreement. The Electric Department staff has reviewed the assets listed in the Schedule 1.1 and the customers that will be serviced in Schedule 2.1 and concurs with RMP as to the types of facilities, the quantities and the customers (9). The pole, wire and transformer asset vintage ranges from 1973 to 2006.

There are some assets (easements, poles, wire) that will be purchased that are outside of the City boundary but become stranded assets for RMP by not having any connected customers that RMP can continue to serve with the asset. The value of these stranded assets was determined by the same valuation methodology used on all service providing assets.

The proposed value of the facility inventory was discussed extensively. Based on discussion and review with legal, the selling price of the facilities meets both the Public Service Commission's (PSC) depreciation methodology and the procedures outlined in SB 180. This methodology allows the seller to determine current market replacement costs and then depreciate those costs based on facility age and the most current depreciation rates set by the commission that has the regulatory authority for the electric corporation.

The Separation, Legal and Transaction costs are all allowed as covered in SB160 and have been determined to be within bounds as they relate to this asset transfer. There are allowed costs that RMP has chosen not to recover with this agreement. One such allowable cost being the reimbursement for tax consequences to RMP resulting from the facility transfer.

The agreement covers all the necessary procedures that will smoothly transition the customers from RMP to Springville City.

## **ALTERNATIVES**

The only viable alternative would be to continue to operate the area with dual utility providers. Springville City and RMP would continue to provide electric service to those customers that exist. Any new customer would be required to apply with Springville City for electric service along with the other City utilities that are provided in the area.

There have been some existing customers of RMP that want to do service upgrades. These would be the responsibility of RMP. At some point in the future if the asset transfer was considered again all these types of improvements would be included in the inventory value.

## **FISCAL IMPACT**

The Electric Department received revenue upon the transfer of assets to Spanish Fork City in the amount of \$ 87,018. This revenue is in addition to the current FY14 budgeted revenue needed to meet fiscal expenditures. This would be the funding to cover the RMP asset sale price of \$ 79,651 and the remaining \$ 7,367 accruing in the fund balance at the end of the fiscal year.

There are currently 9 services identified in the asset transfer. Of those 9, there are 8 that are connected and active. Those 8 meters based on aggregate kWh usage information provided by RMP consumed 229,249 kWh during the 2013 calendar year. That amount of kWh at the average rate of \$ 0.097/kWh for Springville City commercial customers would calculate out to approximately \$ 22,237 during a fiscal year.

There will be little impact on operations and maintenance costs as the area is very similar in size and customers to that area that was transferred to Spanish Fork City. The current facilities that Springville City has adjacent to this asset transfer area will allow for very low cost interconnection to provide safe and reliable service.

The stranded pole line being purchased will also provide an uninterrupted pathway for connection to the Google Fiber project that is currently being implemented in Provo. There are also currently other fiber pole attachments that the City will take ownership of along with all the associated power line easements.

Leon Fredrickson  
Electric Department Director

### Attachments:

- Asset Transfer Agreement
- Schedule 1.1
- Schedule 2.1
- Proposed Sale in Place Value of Inventory
- PacifiCorp/RMP Map of Asset Transfer
- Springville GIS Map of Asset Transfer

## ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2014 by and between Rocky Mountain Power, a division of PacifiCorp, an Oregon corporation ("Rocky Mountain Power"), and Springville City, Utah, a Utah municipal corporation ("the City").

**A.** Rocky Mountain Power is engaged in the business of generating, transmitting and distributing electric energy and in connection therewith owns certain distribution facilities used to provide electric service to customers (herein, the "Customers") located within the annexed boundaries of the City, consisting of certain distribution facilities, as more fully described on Schedule "1.1" attached hereto and by this reference made a part of this Agreement (the "Assets").

**B.** The City and Rocky Mountain Power hereby understand and agree that the Customers listed on Schedule "2.1" attached hereto and by reference made a part of this Agreement are located within the annexed boundaries of the City and were previously being provided retail electric service from Rocky Mountain Power through the Assets, but following the close of this transaction will receive retail electric service from the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

### ARTICLE 1

#### TRANSFER OF ASSETS

**1.1 Transferred Assets.** On the terms and subject to the conditions contained in this Agreement the City shall reimburse Rocky Mountain Power for the transfer of its Assets as described with particularity on Schedule "1.1" attached hereto and by this reference made a part of this Agreement. Expressly excluded from this transaction is the revenue from the Customers due to Rocky Mountain Power that is earned prior to the transfer of assets, whether billed or not billed, and shall remain a receivable of the Rocky Mountain Power and the rights to said revenue is not transferred to the City by this Agreement.

**1.2 Asset Value.** The parties have agreed that the fair market value of the Assets is \$79,651 (including \$69,751 for the facilities, separation costs of \$7,400, and transaction costs of \$2,500) for the Assets described on Schedule "1.1" (the "Asset Value"). It is understood and agreed by the parties that the Asset Value does not include reimbursement for tax consequences to Rocky Mountain Power resulting from the facility transfer.

### ARTICLE 2.

#### CLOSING

**2.1 Closing.** This transaction shall close on or before May 30, 2014, at the offices of Rocky Mountain Power in Salt Lake City, Utah, unless otherwise agreed to by the parties (the

“Closing Date”). At the closing and subject to the terms and conditions hereof, the following shall occur:

**2.1.1 Deliveries by Rocky Mountain Power.** Rocky Mountain Power shall, upon the City’s request, deliver to the City such instruments of transfer and conveyance properly executed and acknowledged by Rocky Mountain Power in customary form mutually agreed to by the Rocky Mountain Power and the City necessary to transfer to and vest in the City all of Rocky Mountain Power’s right, title and interest in and to the Assets.

**2.1.2 Deliveries by City.**

(a) City shall deliver to Rocky Mountain Power the Asset Value in immediately available funds, by way of wire transfer to an account designated by Rocky Mountain Power, unless otherwise agreed to by the parties.

(b) City shall deliver to Rocky Mountain Power a duly executed Utah exemption certificate form TC-721.

**2.2 Prorations.** Items of expense and income (if any) affecting the Assets and the assumed liabilities that are customarily pro-rated, including, without limitation, real and personal property taxes, utility charges, charges arising under leases, insurance premiums, and the like, shall be pro-rated between Rocky Mountain Power and the City as of closing.

### ARTICLE 3.

#### PHYSICAL SEPARATION OF THE ASSETS

**3.1 Separation of Assets.** Within 30 days after execution of this Agreement, Rocky Mountain Power and the City will work in good faith to identify and coordinate logistical and operational considerations related to separation of the Assets. Such considerations will include the timeline and requirements to physically separate the Assets from Rocky Mountain Power’s electrical system and, if such Assets were also used to serve customers outside of the annexed boundaries of the City, the modifications or installations to Rocky Mountain Power’s facilities that are necessary for the continuity of service to those customers. The parties agree that the transfer of the Assets shall be completed within 60 days after the Closing Date unless otherwise agreed upon by the parties.

**3.2 Physical Separation.** Rocky Mountain Power will coordinate with the City the disconnection of the Customers. When the Customers are disconnected from Rocky Mountain Power’s system, Rocky Mountain Power will read the meters and issue a final billing to the Customers. The City will have the responsibility to connect the Customers to its system, install the Customers’ meters, and begin billing. The City will be responsible for the continued maintenance and reliable provision of retail electric service to the Customers immediately after Rocky Mountain Power has disconnected the Customers from its electrical system.

**3.3 Cost Verification and True-up.**

**3.3.1 Error in Asset Identification.** The parties acknowledge that as the Assets are physically transferred and verified against the Asset description provided in Schedule 1.1, either party may identify an error in the age, classification, or description of an Asset. In the event an error is identified, the party identifying the error will give written notice to the other party with the correct description of the Asset. After receiving such notice, the parties agree to work in good faith to resolve the discrepancy.

**3.3.2 Replacement of Assets.** In the event Rocky Mountain Power replaces any of the Assets listed in Schedule 1.1 after the execution of this Agreement because of a failure of or damage to that Asset the City will be responsible to reimburse Rocky Mountain Power for the value of the new or replaced Asset. In such event, Rocky Mountain Power will provide to the City a list of those Assets that were replaced together with a revised Asset Value. The City shall pay to Rocky Mountain Power the amount of the revised Asset Valuation within 30 days after the date of receipt.

## ARTICLE 4

### MISCELLANEOUS

**4.1 Assignment; Binding Effect; Survival.** The rights under this Agreement shall not be assignable or transferable nor the duties delegable by the City or Rocky Mountain Power without the prior written consent of the other. No provision contained in this Agreement shall be construed to give any third person any claim, action, or right of subrogation against any party hereto. Except as may be otherwise expressly set forth in this Agreement, any representations and covenants that are contained in this Agreement shall survive the Closing Date.

**4.2 Captions; Counterparts.** Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**4.3 Entirety of Agreement; Amendments.** This Agreement (including the Schedules hereto) contains the entire understanding between the parties concerning the subject matter of this Agreement except as expressly provided for herein, and it supersedes all prior understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof and thereof. This Agreement may be amended or modified only by an agreement in writing signed by each of the parties hereto.

**4.4 Notices.** All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective, as follows: (a) upon receipt if delivered in person; (b) one (1) business day after having been delivered to an air courier for overnight delivery; or (c) three (3) business days after having been deposited in the U.S. mail as certified or registered mail, return receipt requested, all fees prepaid, directed to the parties or their permitted assignees at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to Rocky Mountain Power, addressed to:

Rocky Mountain Power  
Attn: Service Area Manager  
201 South Main Street, Suite 2300  
Salt Lake City, Utah, 84111

With a copy to:

Rocky Mountain Power  
Attn: Vice President and General Counsel  
201 South Main Street, Suite 2400  
Salt Lake City, Utah 84111

If to the City, addressed to:

Mr. Leon Fredrickson  
Power Director  
110 South Main Street  
Springville City, Utah 84663

With a copy to:

Mr. John Penrod  
City Attorney  
110 South Main Street  
Springville City, Utah 84663

#### **4.5 Indemnification.**

**4.5.1** Subject to, and without in any way limiting or diminishing, any other covenants, warranties, representations, or agreements that are contained herein or the rights or remedies available to the City or Rocky Mountain Power for the breach hereof, the City shall indemnify and hold Rocky Mountain Power harmless against and in respect of the following:

(a) Any and all liabilities, demands, claims or suits against Rocky Mountain Power arising out of the inaccuracy or breach of any representation, covenant, or warranty made by the City in this Agreement.

b) Any and all liabilities, demands, claims or suits against Rocky Mountain Power resulting or arising, directly or indirectly, from the City's negligent, intentional or illegal acts or omissions that are or were in breach of any duty or obligation the City owed to Rocky Mountain Power, or any third parties, whether such duties arise under this Agreement, by contract, at law or in equity.

(c) Any and all liabilities, demands, claims or suits against Rocky Mountain Power resulting or arising directly or indirectly from the Assets after the Closing Date.

**4.5.2** Subject to, and without in any way limiting or diminishing, the other covenants, warranties, representations, or agreements herein contained or the rights or remedies available to the City for the breach hereof, Rocky Mountain Power shall indemnify and hold the City and Company harmless against and in respect of the following:

a) Any and all liabilities, demands, claims or suits against the City arising out of the inaccuracy or breach of any representation, covenant, or warranty made by Rocky Mountain Power in this Agreement.

(b) Any and all liabilities, demands, claims or suits against the City resulting or arising, directly or indirectly, from Rocky Mountain Power's negligent, intentional or illegal acts or omissions that are or were in breach of any duty or obligation Rocky Mountain Power owed to the City, or any third parties, whether such duties arise under this Agreement, by contract, at law or in equity.

(c) Any and all liabilities, demands, claims or suits against the City resulting or arising directly or indirectly from the Assets prior to the Closing Date.

**4.6 Exclusive Remedy.** In the absence of fraud, Section 4.5 shall be the exclusive remedy of all parties for monetary damages for breach of this Agreement and each of the parties hereby waives any other claim, cause of action or remedy for monetary damages that it might assert against the other, whether under statutory or common law or any other legal requirement. Under no circumstances shall either party be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

**4.7 Arbitration.** The parties to this Agreement hereby agree to submit any dispute hereunder to binding arbitration in lieu of a legal action in a court of competent jurisdiction. The costs of the binding arbitration shall be shared by the parties. If absolutely necessary to preserve the party's rights or to avoid irreparable harm, the parties may seek injunctive relief in a court of competent jurisdiction. The prevailing party shall be entitled to recover its share of the arbitration costs as well as their other costs of litigation, and reasonable attorneys' fees.

**4.8 Construction.** This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the parties participated equally in the drafting of the same. Whenever in this Agreement the context so suggests, references to the masculine shall be deemed to include the feminine, references to the singular shall be deemed to include the plural, and references to "or" shall be deemed to be disjunctive but not necessarily exclusive.

**4.9 Waiver and Severability.** The failure of a party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future

performance of any such term, covenant or condition, but the obligations of the parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a party shall be valid unless in writing signed by such party or operational by the terms of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law, but if any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, without affecting the remainder of such provision or the remaining provisions of this Agreement.

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

**4.11 Governing Law.** This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the state of Utah applicable to contracts made and to be performed wholly within the state of Utah.

**4.12 Exculpation.** THE CITY AGREES THAT THE ASSETS ARE BEING SOLD ON AN "AS IS" BASIS AND IN "WITH ALL FAULTS" CONDITION, AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROCKY MOUNTAIN POWER MAKES NO WRITTEN OR ORAL REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FITNESS, MERCHANTABILITY, OR SUITABILITY OF THE ASSETS FOR ANY PARTICULAR PURPOSE. THIS SECTION IS INTENDED TO SURVIVE THE CLOSING OF THIS TRANSACTION.

**4.13 Reasonable Efforts.** The parties hereto agree to take all reasonable actions and to do all reasonable things necessary, proper or advisable under applicable laws to consummate and make effective, as soon as reasonably practicable, the transaction contemplated hereby, including the satisfaction of all conditions thereto set forth herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

**THE CITY:**

SPRINGVILLE CITY, UTAH, a Utah municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_ 2014

**ROCKY MOUNTAIN POWER:**

ROCKY MOUNTAIN POWER, a Division of PacifiCorp, an Oregon corporation

By: \_\_\_\_\_

Name: R. Jeff Richards

Title: Vice President and General Counsel

Dated this \_\_\_\_ day of \_\_\_\_\_ 2014

# ASSET TRANSFER AGREEMENT

## Schedule 1.1 Assets (Springville City, Utah)

Description	Quantity	Unit
POLE,WOOD,35 FT,CL	1	Ea.
POLE,WOOD,40FT,CL	1	Ea.
POLE,WOOD,45 FT, CL	1	Ea.
POLE,WOOD,45 FT, CL	1	Ea.
POLE,WOOD,60 FT,CL	1	Ea.
POLE,WOOD,60 FT,CL	1	Ea.
CABLE,OVHD,#2TX	105	Ft.
CABLE,OVHD,#2TX	30	Ft.
CABLE,OVHD,#2TX	165	Ft.
CABLE,OVHD,#2TX	210	Ft.
CABLE,OVHD,1/0,AL	190	Ft.
CABLE,OVHD,1/0,AL	20	Ft.
CABLE,OVHD,1/0,AL	80	Ft.
CABLE,OVHD,1/0,AL	130	Ft.
CABLE,OVHD,1/0,AL	80	Ft.

CABLE,OVHD,1/0,AL	75	Ft.
CONDUCTOR,ACSR,#2	390	Ft.
CONDUCTOR,ACSR,#2	495	Ft.
CONDUCTOR,CU,#6,SO	282	Ft.
CONDUCTOR,CU,#6,SO	120	Ft.
CONDUCTOR,CU,#6,SO	285	Ft.
CONDUCTOR,CU,#6,SO	265	Ft.
CONDUCTOR,CU,#6,SO	265	Ft.
CONDUCTOR,CU,#6,SO	165	Ft.
CONDUCTOR,CU,#6,SO	495	Ft.
CONDUCTOR,CU,#6,SO	165	Ft.
CONDUCTOR,CU,#6,SO	170	Ft.
CONDUCTOR,CU,#6,SO	170	Ft.
CONDUCTOR,CU,#6,SO	525	Ft.
CONDUCTOR,CU,#6,SO	270	Ft.
CONDUCTOR,CU,#6,SO	495	Ft.
CONDUCTOR,CU,#6,SO	675	Ft.
CONDUCTOR,CU,#6,SO	720	Ft.
CONDUCTOR,CU,#6,SO	675	Ft.
CONDUCTOR,CU,#6,SO	675	Ft.
CONDUCTOR,CU,#6,SO	435	Ft.
CONDUCTOR,CU,#6,SO	435	Ft.
CONDUCTOR,CU,#6,SO	435	Ft.
CONDUCTOR,CU,#6,SO	855	Ft.
CONDUCTOR,CU,#6,SO	645	Ft.
CONDUCTOR,CU,#6,SO	645	Ft.
CONDUCTOR,CU,#6,SO	600	Ft.
CONDUCTOR,CU,#6,SO	630	Ft.
CONDUIT,PVC,2",SCH	30	Ft.
CONDUIT,PVC,2",SCH	30	Ft.
CONDUIT,PVC,4",SCH	30	Ft.
CABLE,UG,15KV,#2 A	140	Ft.
CABLE,UG,600V,1/0	20	Ft.
CABLE,UG,600V,500	225	Ft.
CABLE,UG,600V,500	35	Ft.
XFMR,POLE,10,7.2,1	1	Ea.
XFMR,POLE,25,7.2,1	3	Ea.
XFMR,POLE,50,7.2,1	1	Ea.
XFMR,PAD,1PH,25,7	1	Ea.
LUM,HPS,YARD,100W	1	Ea.
LUM,HPS,YARD,100W	1	Ea.

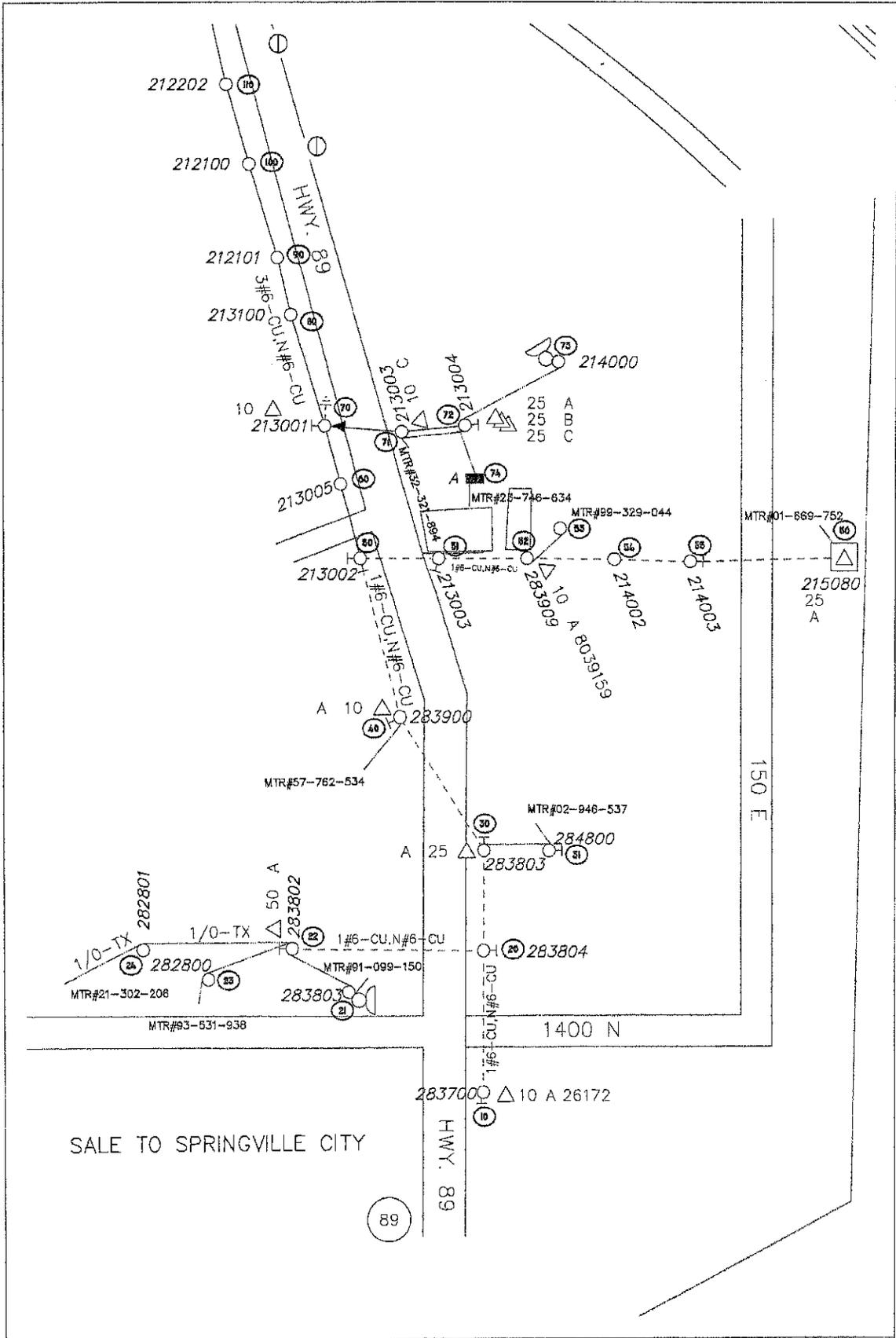
## ASSET TRANSFER AGREEMENT

### Schedule 2.1 Customers (Springville City, Utah)

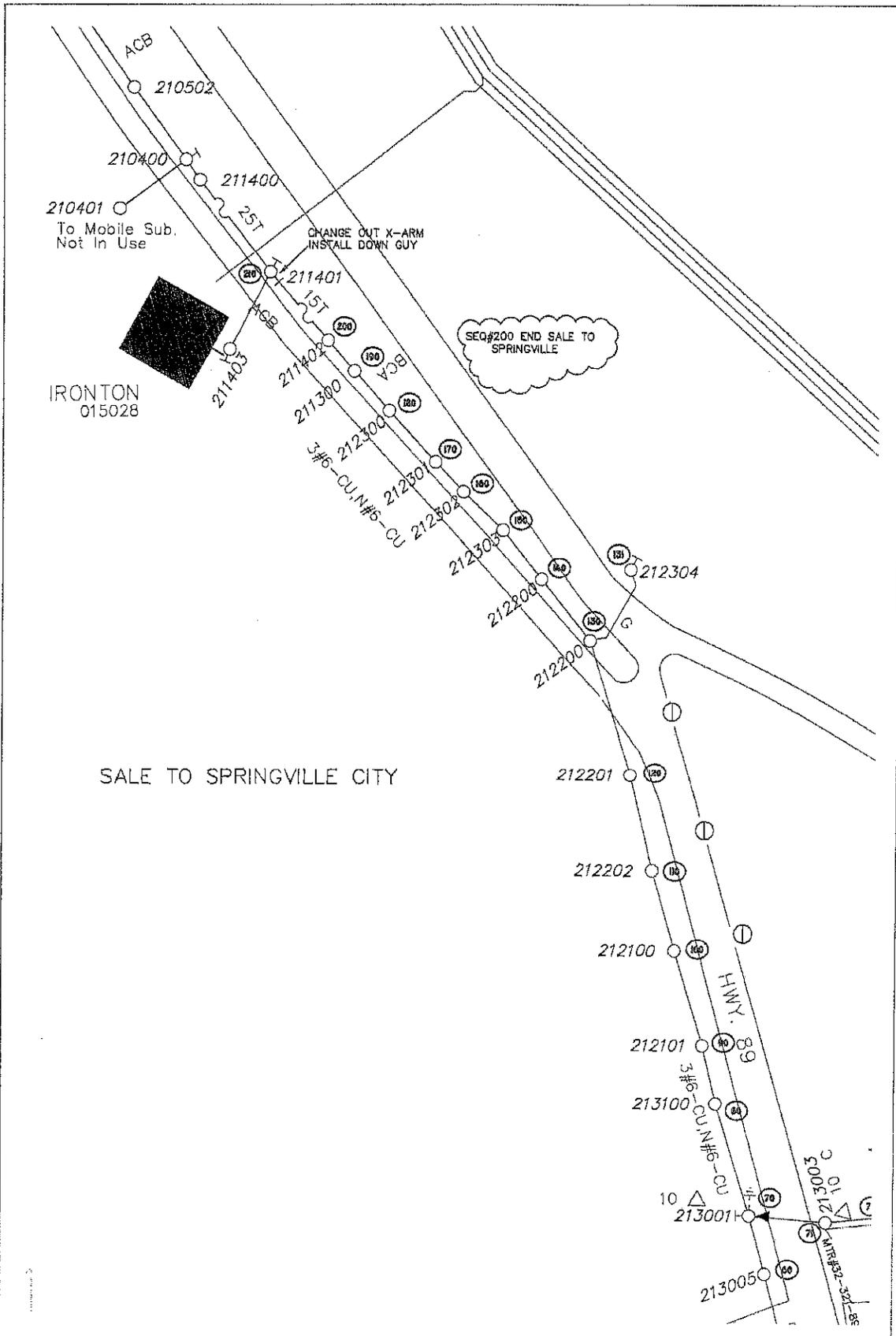
<b>Meter #</b>	<b>Customers</b>	<b>Address</b>
51401656	1520 N Main St, Springville	VERIZON WIRELESS
51366488	1520 N Main St, Springville	MAGIC INVESTMENTS
23746634	1700 N Main St, Springville	MAGIC INVESTMENTS
32321894	1800 N Main St, Springville	Reagan Outdoor Advertising
51404319	1455 N Main St, Springville	Deanna Thorn
51401008	1650 N Main St, Springville	Disconnected
51401007	1435 N Main St, Springville	Joe Bandidos
51401006	66 W 1440 N, Springville	Firehouse Auto Sale
51401009	102 W 1440 N, Springville	Gallier, Inc

**Rocky Mountain Power  
Proposed Sale in Place, Springville, Utah  
Value of Inventory**

<u>Description</u>	<u>Sales Price</u>
<u>Plant In Service</u>	
364 Poles, Towers and Fixtures	\$37,416
365 Overhead Conductors & Devices	\$12,878
366 Underground Conduit	\$571
367 Underground Conductors and Devices	\$2,487
368 Line Transformers	\$15,644
373 Street Lighting and Signal Systems	\$755
Plant In Service	\$69,751
Income Taxes	\$0
<b>Sales Price - Existing Assets</b>	\$69,751
Expenses	
Separation Costs	\$7,400
Extimated Sales Tax @ 0.00%	\$0
Legal/Transaction Costs	\$2,500
<b>Total Expenses</b>	\$9,900
<b>Total Sale Price</b>	\$79,651



Foreman		Emp #	Job Start Date	 1 of 2
CC#	WO# / REQ#	Map String	Job Complete Date	
11421	005123061	11407003.0		
CUSTOMER : SALE IN PLACE SPRINGVILLE ADDRESS : SR-75 / MAIN SPRINGVILLE			Circuit iRN11	Post Jobs <input type="checkbox"/> Roll <input type="checkbox"/> Posted <input type="checkbox"/>
		EST ID#	Print Date	Scale
		07715	12/14/07	1=200'



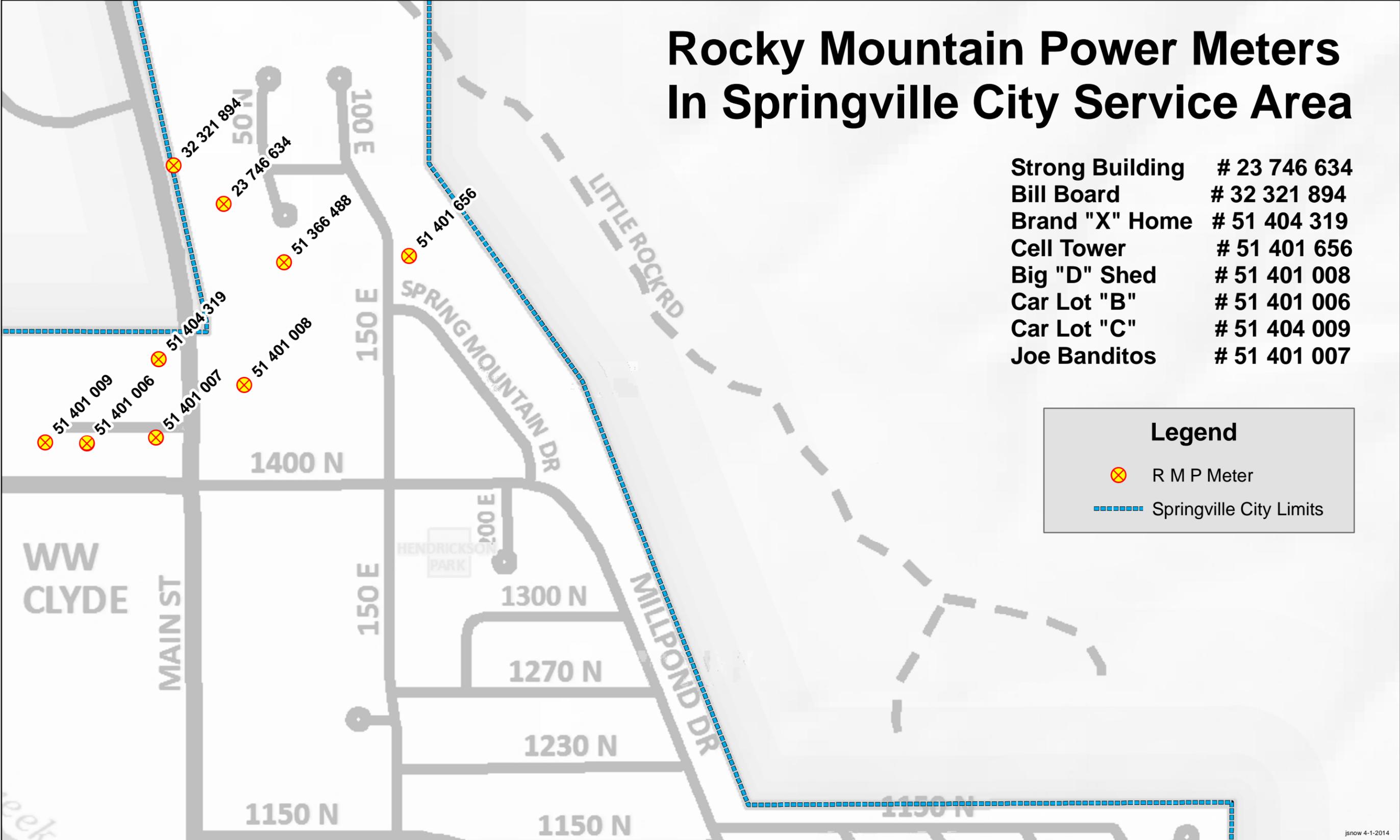
Foreman		Emp #	Job Start Date	 <b>PACIFICORP</b> <small>A MEMORANDUM ENERGY HOLDINGS COMPANY</small>
CC#	WO# / REQ#	Map String	Job Complete Date	
11421	005123061	11407003.0		2 OF 2
CUSTOMER : SALE IN PLACE SPRINGVILLE ADDRESS : SR-76 / MAIN SPRINGVILLE			Circuit IRN11	Post Jobs <input type="checkbox"/> RQ# <input type="checkbox"/> Pested <input type="checkbox"/>
		EST ID#	Print Date	Scale
		07715	12/14/07	1=200'

# Rocky Mountain Power Meters In Springville City Service Area

Strong Building	# 23 746 634
Bill Board	# 32 321 894
Brand "X" Home	# 51 404 319
Cell Tower	# 51 401 656
Big "D" Shed	# 51 401 008
Car Lot "B"	# 51 401 006
Car Lot "C"	# 51 404 009
Joe Banditos	# 51 401 007

**Legend**

-  R M P Meter
-  Springville City Limits





## STAFF REPORT

**DATE:** April 2, 2014  
**TO:** Honorable Mayor and City Council  
**FROM:** Electric Department Director Fredrickson  
**SUBJECT:** AGREEMENT TO SERVE CUSTOMERS OUTSIDE MUNICIPALITY

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### **RECOMMENDED MOTION**

Please consider making a motion to approve the **Filing Agreement with Rocky Mountain Power for Electric Service by Springville City to Existing Customers of Springville City as of June 15, 2013 outside of the Municipal boundary.**

### **BACKGROUND**

The Legislature of the State of Utah passed Senate Bill 180 during the 2013 General Session amending the Utah Code regarding electric service by a municipal utility outside its municipal boundaries. The Bill became law on May 13, 2013.

The amended code provides important guidance on a number of issues that have been challenging to electricity providers in Utah, including provisions governing the treatment of customers that are served by a municipal utility beyond its municipal boundaries and customers served by Rocky Mountain Power within the boundaries of a municipal provider.

With Rocky Mountain Power being a public utility and electrical corporation in the State of Utah it is authorized by a certificate of public convenience and necessity issued by the Public Service Commission of Utah to provide electric service to the Customers outside of the municipal boundary of Springville City.

As part of the amended provisions Springville City identified those Customers that it had been serving prior to the grandfathered date of June 15, 2013 and provided Rocky Mountain Power with an accurate and complete written notice before the code requirement date of December 15, 2013.

The next step of the amended code is to enter into an Agreement with Rocky Mountain Power to allow Springville City to continue to provide electric service to those customers subject to, and in accordance with, the terms and conditions in the Agreement.

### **DISCUSSION**

The terms and conditions of the Agreement are very straight forward in allowing Springville City to continue to provide electric service to each of the Customers that were identified as being served by the City prior to the June 15, 2013 date.

***CITY COUNCIL AGENDA***  
*April 15, 2014*

The agreement also states that Rocky Mountain Power shall not provide electric service to these Customers unless the City and Rocky Mountain Power come to an agreement in writing should Rocky Mountain Power so choose to transfer those customers to their certificate of public convenience and necessity. This agreement will also state that the City will be reimbursed as outlined in SB 180 for the value of all the facilities associated with the electric service to those Customers.

### **ALTERNATIVES**

There are none at this time.

To the best of staff's understanding concerning the ability to provide electric service this would be in the best interest of the Customer to continue to provide reliable and safe electric service as currently constituted. The SB 180 distinctly identifies this responsibility for both parties involved and does have provisions to allow service opportunities that will be appropriate for the customer and the electric service provider so determined if change is facilitated.

### **FISCAL IMPACT**

There will be no fiscal impact to the Electric Department budget if this agreement is approved.

Leon Fredrickson  
Electric Department Director

#### Attachments:

1. Filing Agreement For Electric Service By Municipality to Existing Customers As Of June 15, 2013 Outside of Municipal Boundary
2. Appendix 1 (the "Written Notice of Existing Customers")
3. Map of Customers Outside Municipal Boundary
4. SB 180 Public Utilities Amendments

**FILING AGREEMENT FOR ELECTRIC SERVICE BY MUNICIPALITY  
TO EXISTING CUSTOMERS AS OF JUNE 15, 2013 OUTSIDE OF  
MUNICIPAL BOUNDARY**

This Filing Agreement for Electric Service by Municipality to Existing Customers as of June 15, 2013 Outside of Municipal Boundary (“Agreement”) is made and entered into between City of Springville, a municipal corporation organized under the laws of the state of Utah (the “Municipality”), and PacifiCorp, an Oregon corporation d/b/a in Utah as Rocky Mountain Power (“Rocky Mountain Power”). The Municipality and Rocky Mountain Power each may be referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

A. The Legislature of the State of Utah passed Senate Bill 180 (the “Bill”) during the 2013 General Session of the Legislature amending Utah Code Ann. § 10-8-14 regarding electric service by a municipal utility outside its municipal boundaries. The Bill became law on May 13, 2013.

B. On or before June 15, 2013, the Municipality was providing electric service to customers located within its municipal boundary and to those certain customers located outside its municipal boundary (the customers outside the municipal boundary are individually a “Customer” and collectively, the “Customers”).

C. Rocky Mountain Power is a public utility and an electrical corporation in the state of Utah authorized by a certificate of public convenience and necessity issued by the Public Service Commission of Utah (“Commission”) to provide electric service to the Customers and to other customers in areas outside the municipal boundary of the Municipality.

D. Pursuant to Utah Code Ann. § 10-8-14(3), the Municipality provided Rocky Mountain Power with an accurate and complete verified written notice, on or before December 15, 2013, identifying each such Customer, which is attached hereto as Appendix 1 (the “Written Notice of Existing Customers”).

E. The Parties enter into this Agreement subject to the Commission’s approval, in compliance with Utah Code Ann. §§ 10-8-14 and 54-4-40 to allow the Municipality to continue to provide electric service to the Customers, subject to, and in accordance with, the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

In consideration of the following agreements and conditions, the Parties agree as follows:

1. **Service to Customers.** Unless otherwise agreed by the Parties in writing as provided in Utah Code Ann. § 10-8-14(4):

a. The Municipality shall provide electric service to each of the Customers identified in Exhibit A subject to, and in accordance with, the terms and provisions of this Agreement and as provided in Utah Code Ann. § 10-8-14(4).

b. Rocky Mountain Power shall not provide electric service to the Customers unless the Municipality and Rocky Mountain Power subsequently agree in writing that Rocky Mountain Power will provide service to the Customers, as provided in Utah Code Ann. § 10-8-14(4).

2. **Service to Additional Customers Outside Municipal Boundary.** The Municipality shall not provide any service to any customer located outside the municipal boundary other than the Customers identified in Exhibit A except pursuant to the procedures and in accordance with a written agreement as provided in Utah Code Ann. §§ 10-8-14(4) and 54-4-40.

3. **Application; Effective Date.**

a. Within 45 days of execution of this Agreement or such longer time as the Parties may mutually agree, Rocky Mountain Power shall file an application (“Application”) with the Commission pursuant to Utah Code Ann. § 54-4-40 seeking the Commission’s approval of this Agreement. Rocky Mountain Power shall and upon request by Rocky Mountain Power the Municipality shall, support approval of the Application before the Commission, including responding to discovery requests, providing written and oral testimony and other evidence, and providing written and oral argument. Neither Party shall directly or indirectly oppose the Application or support any petition for review, rehearing or reconsideration in the Commission of an order of the Commission approving the Application (“Order”) or any petition for review in court of the Order.

b. This Agreement shall be effective from and after the date the Commission approves the Application (the “Effective Date”). In the event, however, that the Commission issues an order disapproving the Application, this Agreement shall terminate and be of no further force or effect.

c. As provided to Utah Code Ann. § 10-8-14(5) the Municipality or Rocky Mountain Power may terminate the Agreement if the Utah Public Service Commission imposes a material change to the Agreement.

d. Notwithstanding the foregoing, as provided in Utah Code Ann. § 10-8-14(8) the Municipality is relieved of any obligation under this paragraph 2 to transfer an Additional Customer, and the facilities used by the Municipality to serve the Additional Customer, if the Municipality annexes and incorporates the area within which the Additional Customer is being served.

4. **Cooperation.** In providing material written information to any third party or government entity or in obtaining any approval of any government entity in connection with this Agreement, the Parties agree to mutually support each other in obtaining regulatory approvals of the Agreement and in gaining any required franchise, providing information to regulators and parties in regulatory proceedings and to other government entities required to issue franchises, and cooperating in responding to parties that may oppose approval of the

Agreement or issuance of any required franchises. Notwithstanding the foregoing, neither Party shall be required to disclose to the other Party information that is privileged or is competitively sensitive and confidential, including internal analyses, even if the Party is required to disclose the information subject to the terms of a protective order or rule to another government entity or third party.

5. **Miscellaneous.**

a. **General Representations and Warranties.** Each of the Parties represents and warrants to the other Party that such Party has the power and authority to enter into this Agreement and to perform its obligations under this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the governing body of the Party, and no other actions or proceedings on the part of the Party are necessary to authorize this Agreement and the transactions contemplated by this Agreement.

b. **Each Party to Bear Own Expenses.** All expenses incurred by or on behalf of the Parties in connection with the authorization, preparation, execution and consummation of this Agreement, including, without limitation, all fees and expenses of agents, representatives, counsel, and accountants employed by the Parties, shall be borne solely by the Party that incurred the expenses.

c. **Waiver of Jury Trial and Limitation on Damages.** THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY ON ANY CLAIM ARISING UNDER THIS AGREEMENT AND AGREE THAT ANY SUCH CLAIM MAY NOT BE JOINED OR CONSOLIDATED IN ANOTHER ACTION BEING TRIED TO A JURY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, PROVIDED BY STATUTE, OR IN TORT OR CONTRACT.

d. **Notices.**

i. **Permitted Methods of Notice.** Any notice, or other communication required under this Agreement shall be in writing, shall be delivered as per the contact information provided below, and shall be deemed properly given: (1) upon delivery if delivered in person; (2) three days after deposit in the mail, if sent by registered first class United States mail, postage prepaid; or (3) upon delivery if delivered by a commercial courier service.

ii. **Contact Information.**

Municipality:

Power Director  
City of Springville  
450 West 600 North  
Springville, Utah 84663

Rocky Mountain Power:

Service Area Manager  
Rocky Mountain Power  
201 South Main Street, 23rd Floor  
Salt Lake City, UT 84111-4904

cc: Office of the General Counsel  
Rocky Mountain Power  
201 South Main Street, 24th Floor  
Salt Lake City, UT 84111-4904

iii. **Change of Contact Information.** Either Party may change its contact person or address specified above by giving the other Party notice of the change in accordance with subparagraph 5.d.i, above.

e. **Assignments.** Except as otherwise provided below, neither Party may, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, assign, pledge, or transfer all or any part of this Agreement or any right or obligation under this Agreement, whether voluntarily or by operation of law; provided, however, that either Party may, without the other Party's consent, assign its rights and obligations under this Agreement to an entity with which the Party is merged or consolidated, so long as the assignor consents in writing to be bound by all obligations of the assignee under this Agreement.

f. **Binding on Successors.** This Agreement shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns, and shall be binding upon the successors and permitted assigns of each.

g. **Waivers.** Any waiver of a Party's rights with respect to any breach of this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute a waiver with respect to any other breach or matter arising in connection with this Agreement. All waivers must be in writing and signed by an authorized representative of the Party granting the waiver.

h. **Governing Law.** This Agreement is made under and will be governed by and construed in accordance with the internal laws of the State of Utah.

i. **Headings and Construction.** The headings and subtitles in this Agreement are for the convenience of the Parties and are not to be used for its

construction or interpretation. Any use of the singular in this Agreement also includes the plural, and any use of the plural also includes the singular.

j. **Not Construed Against Either Party.** This Agreement was entered into by the Parties after consultation with counsel, and shall be considered to have been drafted by both Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

k. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

l. **Counterparts.** This Agreement may be executed in counterparts which, taken together, shall constitute one and the same Agreement and shall not be effective unless and until the Commission approves the Application in accordance with the provisions of paragraph 2.

m. **Entire Agreement.** This Agreement, including the recitals stated above and the appendices attached hereto which are incorporate herein by this reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations and agreements, whether written or oral. This Agreement may not be altered or amended except by an instrument in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

\_\_\_\_\_, a  
**municipal corporation organized under the  
laws of the State of Utah**

**PACIFICORP, an Oregon corporation  
doing business in Utah as ROCKY  
MOUNTAIN POWER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: R. Jeff Richards

Title: \_\_\_\_\_

Title: Vice President and General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX 1**

**WRITTEN NOTICE OF EXISTING CUSTOMERS**

(see attached)

# SPRINGVILLE CITY CORP.

Notice of Customers Served Outside its Municipal Boundaries  
Pursuant to Utah Code Section 10-8-14 9(3)(b)(i)

**The City hereby represents that each of the following customers were receiving electric service from the City on or before June 15, 2013**

<b>Meter ID</b>	<b>Service Address</b>	<b>Customer Class of Service</b>
6609	GRINDSTONE LOT 27	RESIDENTIAL
3321	5935 E GRINDSTONE	RESIDENTIAL
6757	5951 E GRINDSTONE DR LOT 22	RESIDENTIAL
6778	5965 E GRINDSTONE DR LOT # 21	RESIDENTIAL
7822	5981 E GRINDSTONE	RESIDENTIAL
7811	5995 E GRINDSTONE	RESIDENTIAL
6535	3941 S GRINDSTONE	RESIDENTIAL
6710	GRINDSTONE LOT 17	RESIDENTIAL
1963	3945 S HOBBLE CREEK LANE # 16	RESIDENTIAL
8348	3947 S HOBBLE CREEK LN	RESIDENTIAL
6760	LOT # 14 GRINDSTONE	RESIDENTIAL
6770	6025 E GRINDSTONE	RESIDENTIAL
4344	6032 E GRINDSTONE # 9	RESIDENTIAL
6577	6016 E GRINDSTONE LOT 8	RESIDENTIAL
6729	3983 S MAPLE LANE LOT # 7	RESIDENTIAL
6767	4019 S MAPLE LANE LOT 10	RESIDENTIAL
6769	4040 S MAPLE LANE LOT 11	RESIDENTIAL
6526	4004 S MAPLE LANE LOT 12	RESIDENTIAL
6578	GRINDSTONE LOT 01	RESIDENTIAL
8675	5982 E GRINDSTONE DR	RESIDENTIAL
6600	5934 E GRINDSTONE DR	RESIDENTIAL
6588	5922 E GRINDSTONE DR	RESIDENTIAL
6766	GRINDSTONE LOT 1-COTTONWOOD LN	RESIDENTIAL
6726	5090 E BIG COTTONWOOD LOT # 25	RESIDENTIAL
6786	5919 GRINDSTONE DR LOT 24	RESIDENTIAL
6715	5940 GRINDSTONE DRIVE	RESIDENTIAL
7857	KELLY'S GROVE-TELEPHONE BOX	COMMERCIAL
6557	5950 E CANYON RD (GRINDSTONE)	COMMERCIAL
6706	KELLY'S GROVE #2	COMMERCIAL
6648	KELLY'S GROVE #3	RESIDENTIAL
6677	KELLY'S GROVE #4	RESIDENTIAL
CR020	GOLF COURSE NEW SHOP	CITY OWNED
CR070	GOLF COURSE OLD SHOP	CITY OWNED
CR010	GOLF COURSE WEST PUMP	CITY OWNED

CR10638	GOLF COURSE-KELLY'S GROVE	CITY OWNED
CR060	GOLF COURSE EAST PUMP	CITY OWNED
CR080	KELLY'S GROVE SHOP	CITY OWNED
CR090	KELLY'S GROVE PUMP STATION	CITY OWNED
CR110	KELLY'S GROVE RESTROOM BY KIWANIS	CITY OWNED
CR100	KELLY'S GROVE CHURCH FIRE PLACE	CITY OWNED
CR135	JOLLEY'S RANCH PRIMARY METER	CITY OWNED
CR395	SCREEN CLEANER	CITY OWNED
CR130	JOLLEY'S RANCH PUMP # 210	CITY OWNED
CR008	JURD SPRINGS PUMP	CITY OWNED
6696	KELLY'S GROVE BLK 1 LOT 49	RESIDENTIAL
6667	KELLY'S GROVE RT 2 BOX 115	RESIDENTIAL
6546	3841 S GRINDSTONE DR	RESIDENTIAL
6768	KELLY'S GROVE BLK 2 LOT 2	RESIDENTIAL
6749	KELLY'S GROVE BLK 2 LOT 3	RESIDENTIAL
6756	KELLY'S GROVE BLK 2 LOT 4	RESIDENTIAL
6727	3873 S GRINDSTONE DR LOT 5	RESIDENTIAL
6646	KELLY'S GROVE BLK 2 LOT 6	RESIDENTIAL
9216	3889 S GRINDSTONE DR	RESIDENTIAL
6647	3893 GRINDSTONE DR LOT 8	RESIDENTIAL
1981	3895 S GRINDSTONE DR LOT 9	RESIDENTIAL
6690	3897 S GRINDSTONE DR LOT 10	RESIDENTIAL
6728	KELLY'S GROVE BLK 4 LOT 1	RESIDENTIAL
6716	KELLY'S GROVE BLK 4 LOT 2	RESIDENTIAL
6737	KELLY'S GROVE BLK 4 LOT 3	RESIDENTIAL
6689	KELLYS GROVE BLK 4 LOT 5	RESIDENTIAL
6530	6138 E KELLYS GROVE LOT 6	RESIDENTIAL
5483	6106 E GRINDSTONE DR	RESIDENTIAL
6747	KELLY'S GROVE BLK 4 LOT 10	RESIDENTIAL
6755	KELLY'S GROVE BLK 4 LOT 11	RESIDENTIAL
6779	KELLY'S GROVE BLK 4 LOT 12	RESIDENTIAL
6688	6062 E GRINDSTONE DR LOT 13	RESIDENTIAL
6699	KELLY'S GROVE BLK 4 LOT 14	RESIDENTIAL
6695	KELLY'S GROVE BLK 4 LOT 15	RESIDENTIAL
6777	KELLY'S GROVE BLK 3 LOT 5	RESIDENTIAL
6788	KELLY'S GROVE BLK 3 LOT 4	RESIDENTIAL
6736	3869 S KELLY'S GROVE LOT 6	RESIDENTIAL
6537	3847 S KELLY'S GROVE LOT 3	RESIDENTIAL
6599	KELLY'S GROVE BLK 1 LOT 1	RESIDENTIAL
6707	3876 S GRINDSTONE DR LOT # 8	RESIDENTIAL
6620	6445 E RIGHT HAND FORK	RESIDENTIAL
CR2016	CANYON PARKS-ROTARY & KELLY'S	CITY OWNED
CR175	ROTARY CHLORONATOR	CITY OWNED
CR177	ROTARY RESTROOM (WEST SIDE OF RD)	CITY OWNED

CR180	ROTARY PARK RESTROOM	CITY OWNED
CR210	BSA CAMP JEREMIAH JOHNSON	CITY OWNED
CR190	BSA CAMP JEREMIAH JOHNSON # 2	CITY OWNED
6708	3575 S LEFT HAND FORK	RESIDENTIAL
6719	LHF HCC-HATCH PATCH-A" FRAME"	RESIDENTIAL
6709	RT. # 2 BOX 127	RESIDENTIAL
6758	R.F.D 2 BOX 125 LEFT HAND FORK	RESIDENTIAL
6746	LHF HCC-HATCH PATCH # 1	RESIDENTIAL
6730	3337 S LEFT FORK-HCC RD	RESIDENTIAL
6735	LHF-HATCH PATCH # 3	RESIDENTIAL
6745	6492 E 3200 S-LHF HCC	RESIDENTIAL
6676	3194 S 6508 E -LHF HCC	RESIDENTIAL
6679	LHF- HATCH PATCH # 6	RESIDENTIAL
6539	3211 S 6400 E	RESIDENTIAL
6650	SMITH CLINIC # 1	RESIDENTIAL
6759	SMITH CLINIC # 2	RESIDENTIAL
6776	WATER PUMP/PAVILION	RESIDENTIAL
6765	SMITH CLINIC # 5	RESIDENTIAL
6705	SMITH CLINIC # 6	RESIDENTIAL
6775	LEFT HAND FORK - HOBBLE CRE #4	RESIDENTIAL
6718	SMITH CLINIC # 8	RESIDENTIAL
9281	2134 LEFT HAND FORK	RESIDENTIAL
9443	150 HOBBLE CREEK CYN (PUMP HSE	COMMERCIAL
9277	DEE'S RIDING ARENA	RESIDENTIAL
9376	150 HOBBLE CREEK CANYON	RESIDENTIAL
9876	2774 S LEFT HAND FORK-ARENA	RESIDENTIAL
9657	2774 S LEFT HAND FORK (LAKE PUMP)	RESIDENTIAL
6575	2375 S LEFT HAND FORK (SHOP)	RESIDENTIAL
6607	LEFT HAND FORK - HOBBLE CRE #6	RESIDENTIAL
6720	2395 S LEFT HAND FORK	RESIDENTIAL
6725	2395 S LEFT HAND FORK # 2	RESIDENTIAL
6655	LEFT HAND FORK - HOBBLE CR #10	RESIDENTIAL
10006	8272 E LEFT HAND FORK HCC	RESIDENTIAL
10091	8272 E LEFT HAND FORK (PUMP)	RESIDENTIAL
10190	8272 E LEFT HAND FORK-EXT. LIGHTS	RESIDENTIAL
10187	8272 E LEFT HAND FORK (DRIVEWAY LIGHTS)	RESIDENTIAL
6665	LEFT HAND FORK - HOBBLE CR #11	RESIDENTIAL
6660	LEFT HAND FORK - HOBBLE CR	RESIDENTIAL
6656	LEFT HAND FORK -HOBBLE CREEK	RESIDENTIAL
6589	6670 E HOLIDAY HILLS	RESIDENTIAL
6678	HOLIDAY HILLS LOT 3	RESIDENTIAL
6545	HOLIDAY HILLS # 4	RESIDENTIAL
9387	2037 S BLUE GROUSE CIRCLE	RESIDENTIAL
6686	157 HOLIDAY HILLS LOT 8	RESIDENTIAL

6618	HOLIDAY HILLS LOT 9	RESIDENTIAL
6748	1977 S HOLLIDAY HILLS RD LOT10	RESIDENTIAL
6606	1959 S HOLIDAY HILLS RD (LOT 12)	RESIDENTIAL
6565	1945 S HOLIDAY HILLS LOT 13	RESIDENTIAL
6565	1945 S HOLIDAY HILLS LOT 13	RESIDENTIAL
6697	1927 S HOLIDAY HILLS LOT 14	RESIDENTIAL
6640	1915 S HOLLIDAY HILLS RD	RESIDENTIAL
6645	6786 E HOLIDAY HILLS LOT 16	RESIDENTIAL
6637	6787 N HOLIDAY HILLS LOT 18	RESIDENTIAL
6638	HOLIDAY HILLS LOT 19	RESIDENTIAL
6639	HOLIDAY HILLS LOT 20	RESIDENTIAL
6687	1910 HOLIDAY HILLS RD LOT 21	RESIDENTIAL
6615	1918 HOLIDAY HILLS LOT 22	RESIDENTIAL
6780	HOLIDAY HILLS LOT 23	RESIDENTIAL
6525	1940 S HOLIDAY HILLS LOT 24	RESIDENTIAL
6527	1952 S HOLIDAY HILLS DR LOT25	RESIDENTIAL
6598	1972 HOLIDAY HILLS RD	RESIDENTIAL
8877	1994 S HOLIDAY HILLS LOT 27	RESIDENTIAL
6636	HOLIDAY HILLS (HOUSE LOT 28	RESIDENTIAL
6635	HOLIDAY HILLS (GARAGE)LOT 29	RESIDENTIAL
6740	HOLIDAY HILLS LOT 30	RESIDENTIAL
1695	6706 S PINE TREE LANE(LOT31	RESIDENTIAL
6597	HOLIDAY HILLS LOT 32	RESIDENTIAL
6698	HOLIDAY HILLS LOT 1	RESIDENTIAL
6668	LEFT HAND FORK - HOBBLE CR #13	RESIDENTIAL
7154	1433 S LEFT FORK	RESIDENTIAL
6619	LEFT HAND FORK (BRICK HOME)	RESIDENTIAL
5263	1154 S HOBBLE CREEK CANYON	RESIDENTIAL
4413	944 S HOBBLE CREEK CANYON RD	RESIDENTIAL
3170	941 S HOBBLE CREEK CANYON RD	RESIDENTIAL
8929	887 S LEFT HAND FORK	RESIDENTIAL
10113	831 S LEFT HAND FORK H.C.C.	RESIDENTIAL
3224	757 S LEFT HAND FORK LOT # 4	RESIDENTIAL
6590	786 S LEFT FORK HOBBLECREEK CY	RESIDENTIAL
3124	693 S HOBBLE CREEK CANYON RD	RESIDENTIAL
4403	641 S HOBBLE CREEK CANYON RD	RESIDENTIAL
7094	641 HOBBLE CRK (POOL HOUSE)	RESIDENTIAL
6547	LEFT HAND FORK (PUMP HOUSE)	RESIDENTIAL
5951	7405 E MEADOW DR	RESIDENTIAL
2585	7478 E MEADOW DR	RESIDENTIAL
9634	7452 E MEADOW DR	RESIDENTIAL
9707	121 N OAK WOOD CIRCLE	RESIDENTIAL
6294	200 N 7200 E (GATE)	RESIDENTIAL
10615	274 S HOBBLE CREEK - GATE	RESIDENTIAL

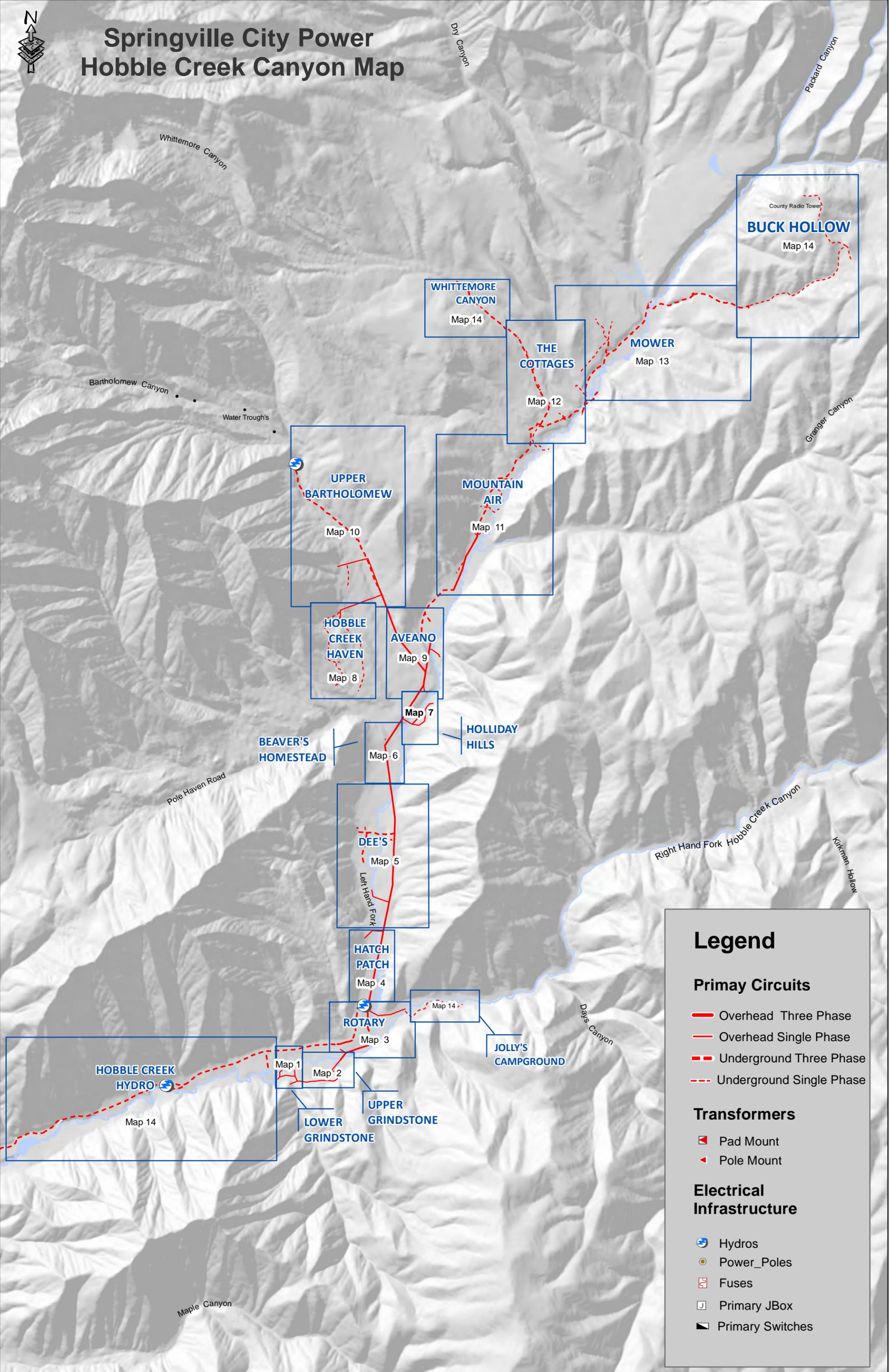
4272	200 N 7200 E	RESIDENTIAL
2010	381 HAPPY HOLLOW DR	RESIDENTIAL
4764	472 HAPPY HOLLOW DR	RESIDENTIAL
9910	6975 N HAPPY HOLLOW DR	RESIDENTIAL
9221	3 S MEADOW DR	RESIDENTIAL
9046	17 N MEADOW DR	RESIDENTIAL
9276	25 S MEADOW DR	RESIDENTIAL
9828	47 S MEADOW DR	RESIDENTIAL
8447	56 N MEADOW DR	RESIDENTIAL
10632	82 N MEADOW DR	RESIDENTIAL
10645	266 S MEADOW DR	RESIDENTIAL
7101	122 S HOBBLE CREEK CANYON	RESIDENTIAL
7102	266 S HOBBLE CREEK CANYON	RESIDENTIAL
6675	LEFT HAND FORK - HOBBLE CR #14	RESIDENTIAL
6787	8013 E HOBBLE CREEK	RESIDENTIAL
7124	8053 HOBBLE CREEK CANYON	RESIDENTIAL
6536	241 S HOBBLE CREEK	RESIDENTIAL
4594	11 N LEFT HAND FORK	RESIDENTIAL
9096	11 N LEFT HAND FORK (BARN)	RESIDENTIAL
6627	79 N LEFT HAND FORK	RESIDENTIAL
329	79 N LEFT HAND FORK (BARN)	RESIDENTIAL
6931	158 N LEFT HAND FORK-HCC	COMMERCIAL
M-167.9	LEFT HAND FORK #2	RESIDENTIAL
7432	137 N LEFT HAND FORK	RESIDENTIAL
9864	8951 E 950 N-LEFT HAND HC	COMMERCIAL
10057	8949 E 950 S (BUCK HOLLOW)	COMMERCIAL
6616	BARTHOLOMEW CANYON	RESIDENTIAL
6628	BARTHOLOMEW CANYON #1	RESIDENTIAL
CR9161	UPPER BARTHOLOMEW GATE	CITY OWNED
CR10421	BARTHOLOMEW CANYON-UPPER B CHLOR TANK	CITY OWNED
6685	LEFT HAND FORK (BARN)	RESIDENTIAL
6680	BARTHOLOMEW CANYON #2	RESIDENTIAL
6548	HOBBLE CREEK HAVEN (GATE)	RESIDENTIAL
10375	7180 E WITTIMORE CANYON-GATE	RESIDENTIAL
8893	1501 S MEADOW RD LOT 6	RESIDENTIAL
6596	HOBBLECREEK HAVEN RD LOT 7	RESIDENTIAL
1775	1559 S HOBBLECREEK HAVEN RD #8	RESIDENTIAL
1791	1589 S HOBBLE CREEK HAVEN RD	RESIDENTIAL
2512	1617 S HOBBLECREEK HAVEN RD	RESIDENTIAL
8839	1647 S HOBBLECREEK HAVEN RD#11	RESIDENTIAL
6568	1677 HOBBLE CREEK HAVEN RD# 12	RESIDENTIAL
3964	1701 S HOBBLE CREEK HAVEN #13	RESIDENTIAL
1673	1725 S HOBBLECREEK HAVEN RD#14	RESIDENTIAL
9128	1755 S HOBBLE CREEK HAVEN RD	RESIDENTIAL

6570	HOBBLE CREEK HAVEN RD LOT 16	RESIDENTIAL
4341	1774 S HOBBLECREEK HAVEN #17	RESIDENTIAL
6550	1762 HOBBLECREEK HAVEN RD #19	RESIDENTIAL
7551	1720 S HOBBLE CREEK HAVEN RD	RESIDENTIAL
3080	1706 S HOBBLE CREEK HAVEN #20	RESIDENTIAL
8811	1672 S HOBBLECREEK HAVEN RD#21	RESIDENTIAL
5130	1642 S HOBBLE CREEK HAVEN RD	RESIDENTIAL
6538	1612 S HOBBLECREEK HAVEN RD#23	RESIDENTIAL
6520	HOBBLE CREEK HAVEN RD # 24	RESIDENTIAL
5599	1556 S HOBBLE CREEK HAVEN RD	RESIDENTIAL
8936	1526 S HOBBLE CREEK HAVEN RD	RESIDENTIAL
6569	1589 S HOBBLECREEK VIEW RD #45	RESIDENTIAL
6540	1671 S HOBBLE CREEK VIEW # 47	RESIDENTIAL
6605	1608 S HOBBLE CR VIEW RD # 48	RESIDENTIAL
2412	1709 S MTN VIEW RD LOT 49	RESIDENTIAL
1801	1735 S MOUNTAIN VIEW RD LOT 50	RESIDENTIAL
9343	1757 S MOUNTAIN VIEW RD	RESIDENTIAL
6626	MOUNTAIN VIEW CIRCLE LOT 59	RESIDENTIAL
6595	1728 S MOUNTAIN VIEW CIRCLE	RESIDENTIAL
5562	1676 S MOUNTAIN VIEW RD LOT 56	RESIDENTIAL
9137	1632 MOUNTAIN VIEW CIRCLE	RESIDENTIAL
2530	1686 S MTN VIEW CIRCLE LOT 57	RESIDENTIAL
6587	1599 VALLEY VIEW CIRCLE	RESIDENTIAL
6580	VALLEY VIEW CIRCLE LOT 41	RESIDENTIAL
1877	1575 S VALLEY VIEW CIRCLE	RESIDENTIAL
5104	1538 S VALLEY VIEW CIRCLE	RESIDENTIAL
2874	1508 S VALLEY VIEW CIRCLE # 36	RESIDENTIAL
6567	1478 S VALLEY VIEW CIR LOT 35	RESIDENTIAL
6585	VALLEY VIEW CIRCLE LOT 34	RESIDENTIAL
6555	HOBBLE CREEK HAVEN LOT 33	RESIDENTIAL
5105	1461 S VALLEY VIEW CIRCLE	RESIDENTIAL
8986	1481 S VALLEY VIEW CIRCLE	RESIDENTIAL
8803	1615 S HOBBLE CREEK VIEW # 43	RESIDENTIAL
6529	HOBBLECREEK HAVEN # 44	RESIDENTIAL
7495	1398 S HOBBLE CREEK VIEW RD	RESIDENTIAL
1581	1407 S HOBBLECREEK VIEW RD # 1	RESIDENTIAL
8826	1445 S HOBBLE CREEK VIEW RD#3	RESIDENTIAL
6558	BARTHOLOMEW CANYON-TELE BOX	COMMERCIAL
6586	BARTHOLOMEW CANYON #3	RESIDENTIAL
6658	LEFT HAND FORK (BASEMENT)	RESIDENTIAL
6657	LEFT HAND FORK - HOBBLE CR #15	RESIDENTIAL
6669	LEFT HAND FORK - HOBBLE CR #16	RESIDENTIAL
6670	1786 S HOBBLE CREEK CYN RD # 4	RESIDENTIAL
6528	1824 SO LEFT HAND FORK	RESIDENTIAL

9498	3684 S LEFT HAND FORK	COMMERCIAL
5363	4500 S 800 W	COMMERCIAL
1835	4115 S 800 W	RESIDENTIAL
1218	707 W 4000 S	RESIDENTIAL



# Springville City Power Hobble Creek Canyon Map



## Legend

### Primay Circuits

- Overhead Three Phase
- Overhead Single Phase
- Underground Three Phase
- Underground Single Phase

### Transformers

- Pad Mount
- Pole Mount

### Electrical Infrastructure

- Hydros
- Power\_Poles
- Fuses
- Primary JBox
- Primary Switches

**PUBLIC UTILITIES AMENDMENTS**

2013 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Kevin T. Van Tassell**

House Sponsor: Stephen G. Handy

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**LONG TITLE**

**General Description:**

This bill enacts language related to the service territory of an electrical corporation and municipality.

**Highlighted Provisions:**

This bill:

- ▶ defines terms;
- ▶ prohibits a municipality from providing electric service to a customer in an annexed area with certain exceptions;
- ▶ enacts procedures for transferring an electric facility;
- ▶ enacts language related to the reimbursement for the transfer of an electric facility;
- ▶ requires a party that cannot agree on the transfer of an electric facility to submit the dispute for mediation or arbitration;
- ▶ authorizes a municipality to provide retail electric service to a customer beyond its municipal boundary on or before June 15, 2013, if the municipality enters into a written filing agreement with an electrical corporation and the agreement is approved by the Public Service Commission (commission);
- ▶ allows a municipality to submit a request to an electrical corporation to provide service to a customer located outside the municipal boundary if a customer requests the service;
- ▶ in certain circumstances, prohibits an electrical corporation from providing electric



28 service to a customer located within a municipal boundary unless the electrical corporation  
29 enters into a written agreement with the municipality and the agreement is approved by the  
30 commission;

31       ▶ authorizes an electrical corporation to provide, on or before June 15, 2013, electric  
32 service to a customer within the municipal boundary of a municipality that provides  
33 electric service if the electrical corporation enters into an agreement with the  
34 municipality and the agreement is approved by the commission;

35       ▶ authorizes the commission to review certain agreements between an electrical  
36 corporation and a municipality; and

37       ▶ makes technical and conforming amendments.

38 **Money Appropriated in this Bill:**

39       None

40 **Other Special Clauses:**

41       None

42 **Utah Code Sections Affected:**

43 AMENDS:

44       **10-8-14**, as last amended by Laws of Utah 2001, Chapter 83

45 ENACTS:

46       **54-3-30**, Utah Code Annotated 1953

47       **54-3-31**, Utah Code Annotated 1953

48       **54-4-40**, Utah Code Annotated 1953

49 REPEALS AND REENACTS:

50       **10-2-421**, as last amended by Laws of Utah 2001, Chapter 206



52 *Be it enacted by the Legislature of the state of Utah:*

53       Section 1. Section **10-2-421** is repealed and reenacted to read:

54       **10-2-421. Electric utility service in annexed area -- Reimbursement for value of**  
55 **facilities -- Liability -- Arbitration.**

56       (1) As used in this section:

57       (a) "Commission" means the Public Service Commission established in Section

58 54-1-1.

59 (b) "Current replacement cost" means the cost the transferring party would incur to  
 60 construct the facility at the time of transfer using the transferring party's:

61 (i) standard estimating rates and standard construction methodologies for the facility;  
 62 and

63 (ii) standard estimating process.

64 (c) "Depreciation" means an amount calculated:

65 (i) based on:

66 (A) the life and depreciation mortality curve most recently set for the type of facility in  
 67 the depreciation rates set by the commission or other governing regulatory authority for the  
 68 electrical corporation; or

69 (B) a straight-line depreciation rate that represents the expended life if agreed to by the  
 70 transferring and receiving parties; and

71 (ii) to include the gross salvage value of the type of facility based on the latest  
 72 depreciation life approved by the commission or other governing regulatory authority for the  
 73 electrical corporation, with a floor at the gross salvage value of the asset and in no case less  
 74 than zero.

75 (d) "Electrical corporation" ~~§~~→ [has the same meaning] means:

75a (i) an entity ~~←~~§ as defined in Section 54-2-1 ~~§~~→ ; and

75b (ii) an improvement district system described in Subsection 17B-2a-403(1)(a)(iv) ~~←~~§.

76 (e) "Facility" means electric equipment or infrastructure used to serve an electric  
 77 customer, above ground or underground, including:

78 (i) a power line, transformer, switch gear, pole, wire, guy anchor, conductor, cable, or  
 79 other related equipment; or

80 (ii) a right-of-way, easement, or any other real property interest or legal right or interest  
 81 used to operate and maintain the electric equipment or infrastructure.

82 (f) "Facility transfer" means the transfer of a facility from a transferring party to a  
 83 receiving party in accordance with Subsection (3).

84 (g) "Lost or stranded facility" means a facility that is currently used by a transferring  
 85 party that will no longer be used, whether in whole or in part, as a result of a facility transfer.

86 (h) "Receiving party" means a municipality or electrical corporation to whom a facility  
 87 is transferred.

88 (i) "Transferring party" means a municipality or electrical corporation that transfers a  
 89 facility.

90 (2) If an electric customer in an area being annexed by a municipality receives electric  
91 service from an electrical corporation, the municipality may not, without the agreement of the  
92 electrical corporation, furnish municipal electric service to the electric customer in the annexed  
93 area until the municipality has reimbursed the electrical corporation for the value of each  
94 facility used to serve each electric customer within the annexed area, including the value of any  
95 facility owned by a wholesale electric cooperative affiliated with the electrical corporation,  
96 dedicated to provide service to the annexed area.

97 (3) The following procedures shall apply if a municipality transfers a facility to an  
98 electrical corporation in accordance with Section 10-8-14 or if an electrical corporation  
99 transfers a facility to a municipality in accordance with Subsection (2), Section 54-3-30, or  
100 54-3-31:

101 (a) The transferring party shall provide a written estimate of the transferring party's  
102 cost of preparing the inventory required in Subsection (3)(c) to the receiving party no later than  
103 60 days after the date of notice from the receiving party.

104 (b) (i) The receiving party shall pay the estimated cost of preparing the inventory to the  
105 transferring party no later than 60 days after the day that the receiving party receives the written  
106 estimate.

107 (ii) If the actual cost of preparing the inventory differs from the estimated cost, the  
108 transferring party shall include the difference between the actual cost and the estimated cost in  
109 the reimbursement described in Subsection (5).

110 (c) Except as provided in Subsection (3)(f), the transferring party shall prepare, in  
111 accordance with Subsection (4), and deliver the inventory to the receiving party no later than  
112 180 days after the day that the transferring party receives the payment specified in Subsection  
113 (3)(b).

114 (d) (i) At any time, the parties may by agreement correct or update the inventory.

115 (ii) If the parties are unable to reach an agreement on an updated inventory, they shall:

116 (A) proceed with the facility transfer and reimbursement based on the inventory as  
117 submitted in accordance with Subsection (3)(c); and

118 (B) resolve their dispute as provided in Subsection (6).

119 (e) Except as provided in Subsection (3)(f), the parties shall complete each facility  
120 transfer and reimbursement contemplated by this Subsection (3) no later than 180 days after the

121 date that the transferring party delivers the inventory to the receiving party in accordance with  
122 Subsection (3)(c).

123 (f) The periods specified in Subsections (3)(c) and (e) may be extended for up to an  
124 additional 90 days by agreement of the parties.

125 (4) (a) The inventory prepared by a transferring party in accordance with Subsection  
126 (3)(c) shall include an identification of each facility to be transferred and the amount of  
127 reimbursement as provided in Subsection (5).

128 (b) The transferring party may not include in the inventory a facility that the  
129 transferring party removed from service for at least 36 consecutive months prior to the date of  
130 the inventory, unless the facility was taken out of service as a result of an action by the  
131 receiving party.

132 (5) (a) Unless otherwise agreed by the parties, the reimbursement for the transfer of  
133 each facility shall include:

134 (i) the cost of preparing the inventory as provided in Subsection (3)(b):

135 (ii) subject to Subsection (5)(b)(i), the value of each transferred facility calculated by  
136 the current replacement cost of the facility less depreciation based on facility age;

137 (iii) the cost incurred by the transferring party for:

138 (A) the physical separation of each facility from its system, including the cost of any  
139 facility constructed or installed that is necessary for the transferring party to continue to provide  
140 reliable electric service to its remaining customers;

141 (B) administrative, engineering, and record keeping expenses incurred by the  
142 transferring party for the transfer of each facility to the receiving party, including any difference  
143 between the actual cost of preparing the inventory and the estimated cost of preparing the  
144 inventory; and

145 (C) reimbursement for any tax consequences to the transferring party resulting from  
146 each facility transfer;

147 (iv) the value of each lost or stranded facility of the transferring party based on the  
148 valuation formula described in Subsection (5)(a)(ii) or as otherwise agreed by the parties;

149 (v) the diminished value of each transferring party facility that will not be transferred  
150 based on the percentage of the facility that will no longer be used as a result of the facility  
151 transfer; and

152 (vi) the transferring party's book value of a right-of-way or easement transferred with  
 153 each facility.

154 (b) (i) (A) The receiving party may review the estimation of the current replacement  
 155 costs of each facility, including the wage rates, material costs, overhead assumptions, and other  
 156 pricing used to establish the estimation of the current replacement costs of the facility.

157 (B) Prior to reviewing the estimation, the receiving party shall enter into a  
 158 nondisclosure agreement acceptable to the transferring party.

159 (C) The nondisclosure agreement shall restrict the use of the information provided by  
 160 the transferring party solely for the purpose of reviewing the estimation of the current  
 161 replacement cost and preserve the confidentiality of the information to prevent any effect on a  
 162 competitive bid received by either party.

163 (ii) (A) If the age of a facility may be readily determined by the transferring party, the  
 164 transferring party shall use that age to determine the facility's depreciation.

165 (B) If the age of a facility cannot be readily determined, the transferring party shall  
 166 estimate the age of the facility based on the average remaining life approved for the same type  
 167 of facility in the most current depreciation rates set by the commission or other governing  
 168 regulatory authority for the electrical corporation.

169 (c) (i) (A) A transferring party that transfers a facility in accordance with this section  
 170 shall, upon delivery of a document conveying title to the receiving party, transfer the facility  
 171 without any express or implied warranties.

172 (B) A receiving party that receives a facility in accordance with this section shall, upon  
 173 receipt of a document conveying title, accept the facility in its existing condition and assume  
 174 any and all liability, fault, risk, or potential loss arising from or related to the facility.

175 (ii) Notwithstanding Subsection (5)(c)(i), if, within six months after the date that

175a §→ any ←§ oil

176 filled equipment is transferred, the receiving party discovers that §→ [the] a ←§ transferred oil  
 176a filled

177 equipment contains polychlorinated biphenyl, the transferring party shall reimburse the  
 178 receiving party for the cost of testing and disposal of that oil filled equipment.

179 (6) (a) If the parties cannot agree on each facility to be transferred or the respective  
 180 reimbursement amount, the parties shall:

181 (i) proceed with the facility transfer and the reimbursement based on the inventory as  
 182 submitted by the transferring party in accordance with Subsection (3)(c) and in accordance with

183 the schedule provided in Subsection (3)(e); and  
184 (ii) submit the dispute for mediation or arbitration.  
185 (b) The parties shall share equally in the costs of mediation or arbitration.  
186 (c) If the parties are unable to resolve the dispute through mediation or arbitration,  
187 either party may bring an action in the state court of jurisdiction.  
188 (d) The arbitrator, or state court if the parties cannot agree on arbitration, shall  
189 determine each facility to be transferred and the amount to be reimbursed in accordance with  
190 Subsection (5).  
191 (e) If the arbitrator or state court determines that:  
192 (i) a transferring party transferred a facility that should not have been transferred, the  
193 receiving party shall return the facility;  
194 (ii) a party did not transfer a facility that should have been transferred, the party that  
195 should have transferred the facility shall transfer the facility to the party to whom the facility  
196 should have been transferred;  
197 (iii) the amount reimbursed by the receiving party is insufficient, the receiving party  
198 shall pay the difference to the transferring party; or  
199 (iv) the amount reimbursed by the receiving party is more than the amount that should  
200 have been reimbursed, the transferring party shall pay the difference to the receiving party.  
201 (7) Unless otherwise agreed upon in writing by the parties:  
202 (a) a party shall transfer a facility to be transferred in accordance with Subsection (6)(e)  
203 no later than 60 days after the day that the arbitrator or court issues a determination unless the  
204 parties mutually agree to a longer time to complete the transfer; and  
205 (b) a party shall:  
206 (i) pay an amount required to be paid in accordance with Subsection (6)(e) no later than  
207 30 days after the day that the arbitrator or court issues a determination; and  
208 (ii) include interest in the payment at the overall rate of return on the rate base most  
209 recently authorized by the commission or other governing regulatory agency for the electrical  
210 corporation from the date the reimbursement was originally paid until the difference is paid.  
211 (8) (a) Nothing in this section limits the availability of other damages under law arising  
212 by virtue of an agreement between the municipality and the electrical corporation.  
213 (b) Notwithstanding Subsection (8)(a), a party described in this section is not entitled

214 to an award for:

215 (i) damages that are indirect, incidental, punitive, exemplary, or consequential;

216 (ii) lost profits; or

217 (iii) other business interruption damages.

218 (9) Nothing in this section or Section 10-8-14, 54-3-30, or 54-3-31 applies to a transfer

219 of facilities from an electrical corporation to a municipality in accordance with a decision by a

220 municipality that did not previously provide electric service and seeks to commence providing

221 electric service to a customer currently served by an electrical corporation within the municipal

222 boundary.

223 Section 2. Section **10-8-14** is amended to read:

224 **10-8-14. Water, sewer, gas, electricity, and public transportation -- Service**

225 **beyond municipal limits -- Retainage -- Notice of service and agreement -- Cable**

226 **television and public telecommunications services.**

227 (1) A [city] municipality may:

228 (a) construct, maintain, and operate waterworks, sewer collection, sewer treatment  
229 systems, gas works, electric light works, telecommunications lines, cable television lines, or  
230 public transportation systems;

231 (b) authorize the construction, maintenance and operation of the works or systems  
232 listed in Subsection (1)(a) by others;

233 (c) purchase or lease the works or systems listed in Subsection (1)(a) from any person  
234 or corporation; and

235 (d) sell and deliver the surplus product or service capacity of any works or system  
236 listed in Subsection (1)(a), not required by the [city] municipality or the [city's] municipality's  
237 inhabitants, to others beyond the limits of the [city] municipality, except the sale and delivery  
238 of:

239 (i) retail electricity beyond the municipal boundary is governed by Subsections (3)  
240 through (8); and

241 (ii) cable television services or public telecommunications services is governed by  
242 Subsection [~~(3)~~] (11).

243 (2) If any payment on a contract with a private person, firm, or corporation to construct  
244 waterworks, sewer collection, sewer treatment systems, gas works, electric [~~light~~] works,

245 telecommunications lines, cable television lines, or public transportation systems is retained or  
246 withheld, it shall be retained or withheld and released as provided in Section 13-8-5.

247 (3) (a) Except as provided in Subsection (3)(b), (5), or (9), a municipality may not sell  
248 or deliver the electricity produced or distributed by its electric works constructed, maintained,  
249 or operated in accordance with Subsection (1) to a retail customer located beyond its municipal  
250 boundary.

251 (b) A municipality that provides retail electric service to a customer beyond its  
252 municipal boundary on or before June 15, 2013, may continue to serve that customer if:

253 (i) on or before December 15, 2013, the municipality provides the electrical  
254 corporation, as defined in Section 54-2-1, that is obligated by its certificate of public  
255 convenience and necessity to serve the customer with an accurate and complete verified written  
256 notice described in Subsection (3)(c) that identifies each customer served by the municipality  
257 beyond its municipal boundary;

258 (ii) no later than June 15, 2014, the municipality enters into a written filing agreement  
259 for the provision of electric service with the electrical corporation; and

260 (iii) the Public Service Commission approves the written filing agreement in  
261 accordance with Section 54-4-40.

262 (c) The municipality shall include in the written notice required in Subsection (3)(b)(i)  
263 for each customer:

264 (i) the customer's meter number;

265 (ii) the location of the customer's meter by street address, global positioning system  
266 coordinates, metes and bounds description, or other similar method of meter location;

267 (iii) the customer's class of service; and

268 (iv) a representation that the customer was receiving service from the municipality on  
269 or before June 15, 2013.

270 (4) The written filing agreement entered into in accordance with Subsection (3)(b)(ii)  
271 shall require the following:

272 (a) The municipality shall provide electric service to a customer identified in  
273 accordance with Subsection (3)(b)(i) unless the municipality and the electrical corporation  
274 subsequently agree in writing that the electrical corporation will provide electric service to the  
275 customer.

276 (b) If a customer who is located outside the municipal boundary and who is not  
277 identified in accordance with Subsection (3)(b)(i) requests service from the municipality after  
278 June 15, 2013, the municipality may not provide that customer electric service unless the  
279 municipality submits a request to and enters into a written agreement with the electric  
280 corporation in accordance with Subsection (5).

281 (5) (a) A municipality may submit to the electrical corporation a request to provide  
282 electric service to an electric customer described in Subsection (4)(b).

283 (b) If a municipality submits a request, the electrical corporation shall respond to the  
284 request within 60 days.

285 (c) If the electrical corporation agrees to allow the municipality to provide electric  
286 service to the customer:

287 (i) the electrical corporation and the municipality shall enter into a written agreement;

288 (ii) the municipality shall agree in the written agreement to subsequently transfer  
289 service to the customer described in Subsection (4)(b) if the electrical corporation notifies, in  
290 writing, the municipality that the electrical corporation has installed a facility capable of  
291 providing electric service to the customer; and

292 (iii) the municipality may provide the service if the Public Service Commission  
293 approves the agreement in accordance with Section 54-4-40.

294 (d) The municipality or the electrical corporation may terminate the agreement for the  
295 provision of electric service if the Public Service Commission imposes a condition authorized  
296 in Section 54-4-40 that is a material change to the agreement.

297 (6) If the municipality and electrical corporation make a transfer described in  
298 Subsection (5)(c)(ii):

299 (a) (i) the municipality shall transfer the electric service customer to the electrical  
300 corporation; and

301 (ii) the electrical corporation shall provide electric service to the customer; and

302 (b) the municipality shall transfer a facility in accordance with and for the value as  
303 provided in Section 10-2-421.

304 (7) (a) In accordance with Subsection (7)(b), the municipality shall establish a  
305 reasonable mechanism for resolving potential future complaints by an electric customer located  
306 outside its municipal boundary.

307 (b) The mechanism shall require:

308 (i) that the rates and conditions of service for a customer outside the municipality's  
309 boundary are at least as favorable as the rates and conditions of service for a similarly situated  
310 customer within the municipality's boundary; and

311 (ii) if the municipality provides a general rebate, refund, or other payment to a  
312 customer located within the municipality's boundary, that the municipality also provide the  
313 same general rebate, refund, or other payment to a similarly situated customer located outside  
314 the municipality's boundary.

315 (8) The municipality is relieved of any obligation to transfer a customer described in  
316 Subsection (4)(b) or facility used to serve the customer in accordance with Subsection (5)(c)(ii)  
317 if the municipality annexes the property on which the customer is being served.

318 (9) (a) A municipality may provide electric service outside of its municipal boundary to  
319 a facility that is solely owned and operated by the municipality for municipal service.

320 (b) A municipality's provision of electric service to a facility that is solely owned and  
321 operated by the municipality does not expand the municipality's electric service area.

322 (10) Nothing in this section expands or diminishes the ability of a municipality to enter  
323 into a wholesale electrical sales contract with another municipality that serves electric  
324 customers to sell and deliver wholesale electricity to the other municipality.

325 ~~[(3)]~~ (11) A [city's] municipality's actions under this section related to works or  
326 systems involving public telecommunications services or cable television services are subject  
327 to the requirements of Chapter 18, Municipal Cable Television and Public  
328 Telecommunications Services Act.

329 Section 3. Section **54-3-30** is enacted to read:

330 **54-3-30. Electric utility service within a provider municipality -- Electrical**  
331 **corporation prohibited as provider -- Exceptions -- Notice and agreement -- Transfer of**  
332 **customer.**

333 (1) This section applies to an electrical corporation that intends to provide electric  
334 service to a customer:

335 (a) who is located within the municipal boundary of a municipality that provides  
336 electric service; and

337 (b) who is not described in Subsection 54-3-31(2).

338           (2) (a) If an electrical corporation is authorized by the commission to provide electric  
339 service to a customer in an area adjacent to a municipality, and the municipality provides  
340 electric service to a customer located within its municipal boundary, the electrical corporation  
341 may not provide electric service to a customer within the municipal boundary unless:

342           (i) the electrical corporation has entered into a written agreement with the municipality  
343 authorizing the electrical corporation to provide electric service:

344           (A) to a specified customer within the municipal boundary; and

345           (B) in accordance with the terms and conditions of the electrical corporation's tariffs  
346 and regulations approved by the commission; and

347           (ii) the commission approves the agreement in accordance with Section 54-4-40.

348           (b) The municipality or the electrical corporation may terminate the agreement for the  
349 provision of electric service if the commission imposes a condition authorized in Section  
350 54-4-40 that is a material change to the agreement.

351           (3) An electrical corporation that enters into an agreement described in Subsection  
352 (2)(a) shall transfer service to a customer described in Subsection (2):

353           (a) at the conclusion of a term specified in the agreement; or

354           (b) upon termination of the agreement by the electrical corporation in accordance with  
355 Subsection (4).

356           (4) Unless otherwise agreed in writing by the electrical corporation and the  
357 municipality, the electrical corporation may terminate an agreement entered into in accordance  
358 with Subsection (2)(a) by giving written notice of termination to the municipality:

359           (a) no earlier than two years before the day of termination; or

360           (b) within a period of time shorter than two years if otherwise agreed to with the  
361 municipality.

362           (5) Upon termination of an agreement in accordance with Subsection (3)(a), (3)(b), or  
363 (4):

364           (a) (i) the electrical corporation shall transfer the electric service customer to the  
365 municipality; and

366           (ii) the municipality shall provide electric service to the customer; and

367           (b) the electrical corporation shall transfer a facility in accordance with and for the  
368 value as provided in Section 10-2-421.

369 (6) This section may not be construed to modify or terminate any written franchise  
370 agreement or other agreement that expressly provides for electric service by an electrical  
371 corporation to a customer within a municipality that was entered into between an electrical  
372 corporation and a municipality on or before June 15, 2013.

373 Section 4. Section **54-3-31** is enacted to read:

374 **54-3-31. Electric utility service within a provider municipality -- Electrical**  
375 **corporation authorized as continuing provider for service provided on or before June 15,**  
376 **2013 -- Notice of service and agreement -- Transfer of customer.**

377 (1) This section applies to an electrical corporation that:

378 (a) provides electric service to a customer on or before June 15, 2013, within the  
379 municipal boundary of a municipality that provides electric service; and

380 (b) intends to continue providing service to that customer.

381 (2) Notwithstanding Section 54-3-30, if an electrical corporation provides electric  
382 service to a customer within the municipal boundary of a municipality on or before June 15,  
383 2013, and the municipality provides electric service to another customer within its municipal  
384 boundary, the electrical corporation may continue to provide electric service to the customer  
385 within the municipality's boundary if:

386 (a) the electrical corporation provides, on or before December 15, 2013, the  
387 municipality with an accurate and complete verified written notice, in accordance with  
388 Subsection (3), identifying each customer within the municipality served by the electrical  
389 corporation on or before June 15, 2013;

390 (b) the electrical corporation enters into a written agreement with the municipality no  
391 later than June 15, 2014; and

392 (c) the commission approves the agreement in accordance with Section 54-4-40.

393 (3) The written notice provided in accordance with Subsection (2)(a) shall include for  
394 each customer:

395 (a) the customer's meter number;

396 (b) the location of the customer's meter by street address, global positioning system  
397 coordinates, metes and bounds description, or other similar method of meter location;

398 (c) the customer's class of service; and

399 (d) a representation that the customer was receiving service from the electrical

400 corporation on or before June 15, 2013.

401 (4) The agreement entered into in accordance with Subsection (2) shall require the  
402 following:

403 (a) The electrical corporation is the exclusive electric service provider to a customer  
404 identified in the notice described in Subsection (2)(a) unless the municipality and electrical  
405 corporation subsequently agree, in writing, that the municipality may provide electric service to  
406 the identified customer.

407 (b) If a customer who is located within the municipal boundary and who is not  
408 identified in Subsection (2)(a) requests service after June 15, 2013, from the electrical  
409 corporation, the electrical corporation may not provide that customer electric service unless the  
410 electrical corporation subsequently submits a request to and enters into a written agreement  
411 with the municipality in accordance with Section 54-4-30.

412 (5) (a) Unless otherwise agreed in writing by the electrical corporation and the  
413 municipality, the electrical corporation may terminate an agreement entered into in accordance  
414 with Subsection (2)(b) by giving written notice of termination to the municipality:

415 (i) no earlier than two years before the day of termination; or

416 (ii) within a period of time shorter than two years if otherwise agreed to with the  
417 municipality.

418 (b) Upon termination of an agreement in accordance with Subsection (5)(a):

419 (i) (A) the electrical corporation shall transfer an electric service customer located  
420 within the municipality to the municipality; and

421 (B) the municipality shall provide electric service to the customer; and

422 (ii) the electrical corporation shall transfer a facility in accordance with and for the  
423 value as provided in Section 10-2-421.

424 (6) This section may not be construed to modify or terminate any written franchise  
425 agreement or other agreement that expressly provides for electric service by an electrical  
426 corporation to a customer within a municipality that was entered into between an electrical  
427 corporation and a municipality on or before June 15, 2013.

428 Section 5. Section **54-4-40** is enacted to read:

429 **54-4-40. Approval of certain agreements between an electrical corporation and**  
430 **municipality.**

431           (1) The commission shall review an agreement entered into between an electrical  
432 corporation and a municipality if the electrical corporation is required to obtain commission  
433 approval in accordance with Section 10-8-14, 54-3-30, or 54-3-31.

434           (2) The requirements of Subsection (1) do not confer jurisdiction on the commission to  
435 regulate any electric service provided by a municipality.

436           (3) Unless the commission determines that additional time is warranted and is in the  
437 public interest, no later than 120 days after the day on which an application to approve an  
438 agreement described in Subsection (1) is filed by an electrical corporation, the commission  
439 shall:

440           (a) approve the agreement;

441           (b) approve the agreement subject to conditions imposed by the commission; or

442           (c) reject the agreement.

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**Legislative Review Note**  
as of 2-7-13 5:00 PM

**Office of Legislative Research and General Counsel**



## STAFF REPORT

**DATE:** April 4, 2014  
**TO:** Mayor and City Council  
**FROM:** Bradley D. Stapley, Director of Public Works  
**SUBJECT: AMENDMENT TO TITLE 4, CHAPTER 2, WATER AND SEWER DEPARTMENT OF THE SPRINGVILLE CITY CODE**

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### **RECOMMENDATION**

Move to adopt ordinance \_\_\_\_\_, which amends Title 4, Chapter 2 Water and Sewer Department, by removing references to the Sewer Department which is now fully addressed in Title 4, Chapter 14.

### **GOALS, OBJECTIVES AND STRATEGIES AT ISSUE**

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

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

Objective 5 of this goal is to:

*Provide a water system that is safe, economical, and meets the needs of Springville City now and in the future.*

Strategy 5A within this objective encourages City staff to:

*Adopt, implement and regularly update the Water System Master Plan, along with associated capital improvements and impact fees.*

### **SUMMARY OF ISSUES/FOCUS OF ACTION**

Title 4 Chapter 2, Water and Sewer Department was created in 1968 and was last reviewed and amended in 1979.

The proposed amendment simply removes references to the Sewer Department and designates Water as a Division of the Public Works Department.

### ***CITY COUNCIL AGENDA***

*April 15, 2014*

## **DISCUSSION**

At the March 18, 2014 City Council Meeting, the Council adopted Title 4, Chapter 14 **Sewer Collections / Wastewater Reclamation / Pretreatment** of the Springville City Code. This *new* chapter of Title 4 established policy and procedures to effectively administer the collection, treatment, and disposal of wastewater produced in the City.

Now that this new wastewater chapter has been adopted, the references to sewer and wastewater can be removed from Title 4, Chapter 2, with the proposed amended chapter being titled **“Water Division of Public Works.”** All language needed to continue to administer the wastewater affairs of the city are incorporated in the new Title 4, Chapter 14 of the Springville City Code.

**FISCAL IMPACT** - None

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING TITLE 4 CHAPTER 2, “WATER AND SEWER DEPARTMENT.”

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

SECTION 1: Title 4 Chapter 2 is hereby amended to be adopted as follows:

**CHAPTER 2**  
**WATER AND SEWER DEPARTMENT DIVISION OF PUBLIC WORKS**

Sections:

- 4-2-101 Creation of the Water Division of Public Works Department.
- 4-2-102 Duties of Superintendent.
- 4-2-103 ~~Water and Sewer~~ Systems.
- 4-2-104 Application for ~~Water and Sewer~~ Service.
- 4-2-105 Rates and Fees.
- 4-2-106 Board of Equalization.
- 4-2-107 Billings and Discontinuance of Service.
- 4-2-108 Use After Service is Disconnected.
- 4-2-109 Access to Premises.
- 4-2-110 Plumbing Permits.
- 4-2-111 ~~Water and Sewer~~ Connections.
- 4-2-112 Water Meters.
- 4-2-113 Cross Connection Control.
- 4-2-114 Service Lateral.
- 4-2-115 Multiple Connections.
- 4-2-116 Use of Water Only on Connected Premises.
- 4-2-117 Tampering with Meter or Meter Box.
- 4-2-118 Wasting Water.
- 4-2-119 Temporary Discontinuance of Service.
- 4-2-120 Maintenance of Water Mains and Service Connections.
- 4-2-121 Fire Hydrants.
- 4-2-122 Scarcity of Water.
- 4-2-123 Penalty.

#### **4-2-101 Creation of ~~Department~~ Division.**

There is hereby created a Water ~~and Sewer Department~~ Division which shall consist of a Superintendent and such other employees as shall be provided for by the City Council.

(1968 Code 1-21-1; 1979 Code 4-2-1)

#### **4-2-102 Duties of Superintendent.**

The Superintendent of the Water ~~and Sewer Department~~ Division shall be responsible for the proper care and the efficient operation of the water works ~~and sewer collection~~ system. He shall have charge of the city reservoirs, water tanks, water mains, ~~sewer lines~~, fire hydrants, and all equipment and appurtenances of the water works ~~and sewer collection~~ system, ~~except that responsibility for operation and maintenance of sewage lift stations shall be the responsibility of the Wastewater Treatment Department.~~ He shall direct the laying of the water ~~and sewer~~ mains, the installation of all service lines and the regulation of the supply of water. He shall inspect all plumbing installations, or provide for such inspection by other City personnel under Title 10 of this Code, and may condemn and order removed any plumbing installation or fixture which violates any provision of state law or City ordinance.

(1968 Code 1-21-2; amended in codification 1979; 1979 Code 4-2-2; amended by Ordinance No. 14-85)

#### **4-2-103 Water ~~and Sewer~~ Systems.**

The water system constructed or otherwise acquired by the City to supply the City with culinary water, ~~and the sewer system constructed or otherwise acquired by the City to provide the City with a sanitary municipal sewage disposal system,~~ are both is the property of the City and shall be under the sole and exclusive control and jurisdiction of the City. The Superintendent may, and at the direction of the City Council shall, from time to time direct the making of needed additions, improvements, alterations, and repairs to said systems. The City Council may also from time to time make such rules and regulations as it deems necessary for the operation and control of said systems.

(1968 Code 4-5-1; amended in codification 1979; 1979 Code 4-2-3)

#### **4-2-104 Application for Water ~~and Sewer~~ Service.**

(1) Any person desiring or who is required to secure water ~~or sewer~~ service ~~or both~~ from the Water ~~and Sewer Department~~ Division, when such service is available, shall apply therefor to the City Recorder and file an agreement with the City Recorder which shall be in substantially the following form, with the appropriate provisions thereof stricken therefrom if the application is for one service only: The undersigned hereby applies to the City of Springville for water ~~and sewer~~ service at (address) and agrees to be governed by the rules, regulations, and ordinances applicable to the City water ~~and sewer~~ system. The undersigned further agrees to pay promptly when due the rate fixed by the City for the use of such water ~~and sewer~~ service, and in the event of failure to pay for either the water service ~~or sewer service~~, agrees that the water service may be discontinued by the City.

(2) In case such application shall be made by a tenant of the owner of the premises to which the water ~~or sewer~~ service is to be furnished, the application shall contain an agreement signed by the owner or his duly authorized agent to the effect that in consideration of granting such application the owner will pay for all service furnished to the premises in case the tenant or occupant shall fail to pay for the same.

(Statutory Authority UCA 10-7-10; 1968 Code 4-5-2; 1979 Code 4-2-4; amended by Ordinance No. 9-88)

#### **4-2-105 Rates and Fees.**

The City Council shall, from time to time by resolution, establish such rates and fees as it deems proper for the water ~~and sewer~~ service provided by the City and the uses made thereof connected. It shall be unlawful for any person, after the water has been turned off from his premises on account of non-payment of service fees or other violation of the rules, regulations, or ordinances pertaining to the water ~~or sewer~~ systems, to turn on or allow the water to be turned on or used, without authorization from the City Treasurer and the Superintendent of the Water ~~and Sewer Department~~ Division.

(1968 Code 4-5-6; amended in codification; 1979 Code 4-2-5)

#### **4-2-106 Board of Equalization.**

The City Council is hereby constituted a Board of Equalization of water ~~and sewer~~ rates and fees, to hear complaints and make corrections of any assessments deemed to be illegal, unequal or unjust. The City Council may, if it sees fit, rebate all or any part of the water ~~and sewer~~ bill of any indigent person.

(1968 Code 4-5-4; 1979 Code 4-2-6)

#### **4-2-107 Billings and Discontinuance of Service.**

The City Auditor shall mail a written statement to each user of the water ~~or sewer~~ service once each month. Said statement shall separately specify the amount of the bill for the water ~~and sewer~~ service used and the place of payment and date due. If any person fails to pay his water ~~or sewer~~ charges within twenty (20) days of the due date, the City Treasurer shall so notify the Water ~~and Sewer Department~~ Division and shall have authority to direct said ~~department~~ division to shut off all water services to the premises involved. Before said water service to said premises shall again be provided, all delinquent water ~~and sewer~~ charges must have been paid to the City Treasurer together with such reconnection fee or special expense charge as the City Council may by resolution from time to time authorize the City Treasurer to collect. In addition to the foregoing, the City Treasurer is hereby authorized and empowered to request the City Attorney to enforce the payment of all delinquent water ~~and sewer~~ service charges by an action at law in the name of the City.

(Statutory Authority UCA 10-7-11; 1968 Code 4-5-5; amended in codification 1979; 1979 Code 4-2-7; amended in codification, amended by Ordinance No. 23-98.)

#### **4-2-108 Use After Service is Disconnected.**

It shall be unlawful for any person, after the water has been turned off from his premises on account of non-payment of service fees or other violation of the rules, regulations or ordinances pertaining to the

water ~~or sewer~~ systems, to turn on or allow the water to be turned on or used without authorization from the City Treasurer and the Superintendent of the Water ~~and Sewer Department~~ Division.

(1968 Code 4-5-6; amended in codification 1979; 1979 Code 4-2-8)

#### **4-2-109 Access to Premises.**

Free access shall at all reasonable times be allowed to the Superintendent of the Water ~~and Sewer Department~~ Division or other authorized person to all places supplied with service from the water ~~or sewer~~ system to examine the apparatus, the amount of water used, the manner of use of ~~either~~ service, and to perform such duties as they may have under this Chapter.

(Statutory Authority UCA 10-7-13; 1968 Code 4-5-7; 1979 Code 4-2-9)

#### **4-2-110 Plumbing Permits.**

It shall be unlawful for any person to make any extension of any pipe or connect any fixture to the water or sewer system for any purpose whatever without first obtaining a permit under Title 10 of this Code, or if none is required under that Title, a plumbing permit therefor from the Water ~~and Sewer Department~~ Division and paying the permit fee which may be provided. All persons must, within twenty four (24) hours after the completion of any plumbing work connected to the water or sewer system, report the same to the Water ~~and Sewer Department~~ Division. All plumbing shall be done in compliance with the provisions of Title 10. No connection shall be made or permitted until the plumbing work has been inspected and approved by the Water ~~and Sewer Department~~ Division or other authorized City inspector.

(1968 Code 4-5-8; amended in codification; 1979 Code 4-2-10)

#### **4-2-111 Water ~~and Sewer~~ Connections.**

(1) Upon payment of the fee for a ~~sewer or~~ water connection in such amount as may be established from time to time by resolution of the City Council, it shall be the responsibility of the Water ~~and Sewer Department~~ Division to make such connection or connections, but only on condition that all applicable City ordinances and rules and regulations have been complied with. Provided, however, the responsibility for providing labor and materials for water ~~and sewer~~ connections shall be governed by such policies and regulations as may be promulgated from time to time by the Water ~~and Sewer Department~~ Division, and such policies and regulations may require the person for whom the connection is being made to make such connections under such supervision and standards as the ~~Department~~ Division may require or to furnish all or a portion of the labor and materials necessary to make the connections. Any extension of a ~~sewer or~~ water main shall be governed by Chapter 8 of Title 11, and the City Council may impose such conditions on the granting of such an extension as it deems fit under that Chapter. Provided further, however, nothing in this paragraph shall be construed so as to excuse a subdivider from the duty imposed by Chapter 5 of Title 11 to install water ~~and sewer~~ mains within or to service subdivisions.

(2) It shall be unlawful for any person to connect any ~~drain or sewer pipe with the public sewer or any~~ water line with the public water main unless such person has received a permit to do so and unless such connection is inspected and approved by the Superintendent of the ~~Water and Sewer Department~~ Division or other authorized City inspector.

(1968 Code 4-5-9; amended in codification 1979; 1979 Code 4-2-11; amended by Ordinance No. 25-80)

**4-2-112 Water Meters.**

(1) All structures, dwellings, units and establishments using water from the City water system must have a water meter or meters connected to their water system as necessary to adequately measure the water used by the respective water users.

(2) Subject to the requirements of Subsection (1):

(a) All structures containing two (2) dwelling units shall have a separate meter for each dwelling unit.

(b) All structures containing more than two (2) dwelling units shall have such number of meters as the owner thereof shall determine.

(3) Meters shall be installed in easily accessible locations selected by the Superintendent of the ~~Water and Sewer Department~~ Division. Meters will be furnished by the City at the expense of the property holder, at rates established from time to time by resolution of the City Council. Meter readings shall be taken at regular intervals as determined by the Superintendent of the ~~Department~~ Water Division and shall be submitted to the City Treasurer for the purpose of making necessary billings for water service.

(1979 Code 4-2-12; amended by Ord. Nos. 35-92 and 20-93)

**4-2-113 Cross Connection Control.**

(1) The purpose of this Section is to:

(a) protect the culinary water supply of the City from possible contamination or pollution by requiring compliance with state and local plumbing codes, health regulations, occupational safety and health acts, and other applicable industry standards for water system safety within the internal distribution system and private water system of each water user;

(b) promote reasonable elimination or control of cross connections in the plumbing fixtures and industrial piping systems of water users, as required by state and local plumbing codes, health regulations, occupational safety and health acts, and other applicable industry standards to assure water system safety;

(c) provide for administration of a continuing back flow prevention program to prevent the contamination or pollution of all culinary water systems.

(2) The Superintendent of the ~~Water and Sewer Department~~ Division shall be responsible for the protection of the culinary water system from foreseeable conditions leading to possible contamination or pollution of the water system due to back flow of contaminants or pollutants into the water system. In carrying out that responsibility, the Superintendent shall cause culinary water system surveys and inspections of water users' distribution systems to be conducted by individuals deemed qualified by the Superintendent and representing the City ~~Water and Sewer Department~~ Division. Records of such surveys and inspections shall indicate compliance with the health and safety standards listed in Subsection (1) above. All such records shall be maintained by the ~~Water and Sewer Department~~ Division. The Superintendent shall notify all water users in writing of the need for the periodic system survey to insure compliance with existing applicable health and safety standards. Based upon the result of such surveys and inspections, the Superintendent shall select and approve a back flow prevention assembly for the service connection of any water user as deemed appropriate by the Superintendent.

(3) It shall be the responsibility of a water user to purchase, install, test, and maintain any back flow prevention assembly required to comply with this Section.

(4) The responsibility of the building inspector charged with enforcement of the plumbing code adopted by Title 10 of this Code shall begin at the downstream side of each water meter and continue through the length of each water user's system. The building inspector will review all plans to ensure that unprotected cross connections are not a part of the water user's system. If a cross connection cannot be eliminated, it shall be protected by installation of an air gap or an approved back flow prevention assembly in accordance with the plumbing code. The water user's system shall be installed so that water vacating the culinary water system must do so through an approved air gap or approved mechanical back flow prevention assembly properly installed in accordance with the plumbing code. All surveys, tests, repairs, or maintenance of back flow prevention assemblies, whether done by a water user or by the ~~Water and Sewer Department~~ Division, shall be performed by a certified technician. The technician shall have the following responsibilities:

(a) to ensure that acceptable testing equipment and procedures are used for testing, repairing or overhauling back flow prevention assemblies.

(b) to make reports of such testing and repair to the water user, ~~Water and Sewer Department~~ Division, and the state on forms approved for such use by the state and within the time limits prescribed by the state. The report shall include the list of materials or replacement parts used.

(c) to ensure replacement parts are equal in quality to parts originally supplied by the manufacturer of a back flow prevention assembly being repaired.

(d) to not change the design, material, or operational characteristics of a back flow prevention assembly during testing, repair or maintenance.

(e) to ensure that testing equipment being used is acceptable to the state and is in proper operating condition.

(f) to be equipped with, and be competent to use, all necessary tools, gauges, and other equipment necessary to properly test and maintain back flow prevention assemblies.

(g) to attach to each back flow prevention assembly tested, a tag showing the serial number, date tested, name of technician, and technician's license number.

(5) No water service connection to any premises from the city culinary water system shall be made or maintained except in compliance with this Section and all other applicable state laws, regulations, and codes. If the Superintendent of the ~~Water and Sewer Department~~ Division finds that a back flow prevention assembly required by this Section is not installed, tested, or maintained; or that a back flow prevention assembly has been removed or by-passed; or an unprotected cross connection exists on the premises; or the periodic system survey of a water user's water system has not been conducted, he shall give written notice of such violation to the water user. If the violation is not corrected within ten (10) days after the date of such written notice, service of water to that water user shall be disconnected and shall not be restored until the violation is corrected. A water user's system shall be open for inspection at all reasonable times to the Superintendent of the ~~Water and Sewer Department~~ Division or his authorized agent to determine whether cross connections or other structural or sanitary hazards, including violations of this Section exist, and to audit the results of the required survey. If the Superintendent deems a service connection to be a significant hazard to the culinary water supply of the city, an approved back flow prevention assembly shall be installed on the service line of that water user's system, at or near the property line, or immediately inside the building being served, but, in all events, upstream of the first branch line leading off the service line. The Superintendent shall have the authority to specify the type of back flow prevention assembly required. All such assemblies shall be approved back flow assemblies. Provided, however, all back flow prevention assemblies which are installed prior to the effective date of this Section which do not meet the requirements of this Section, but were approved assemblies for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements of this Section, be excluded from the requirements of this Subsection (5) so long as the Superintendent is assured that they will satisfactorily protect the City culinary water system. If an existing back flow prevention assembly is moved from its present location or requires more than minimum maintenance, or if the Superintendent finds that the operation or maintenance constitutes a hazard to health, it shall be replaced by an approved back flow prevention assembly.

(6) The water user at any premises where a back flow prevention assembly is installed shall have surveys and inspections and operational tests made by certified technicians at least once per year at the water user's expense. If the Superintendent deems it necessary to protect the public health, he may require such surveys, inspections, and tests at a more frequent interval. The Superintendent shall see that all such tests are made according to standards set forth by the state. Each back flow prevention assembly shall be tested within ten (10) working days of the initial installation. No back flow prevention assembly shall be installed so as to create a safety hazard.

(7) The following definitions shall apply to this Section:

- (a) "Approved back flow prevention assembly" shall mean a back flow prevention assembly accepted by the state as meeting an applicable specification or as suitable for the proposed use.
- (b) "Back flow" shall mean the reversal of the normal flow of water caused by either back pressure or back siphonage.
- (c) "Back pressure" shall mean the flow of water or other liquids, mixtures, or substances under pressure into the feeding distribution pipes of the culinary water supply system from any source other than the intended source.
- (d) "Back siphonage" shall mean the flow of water, or other liquids, mixtures, or substances into the distribution pipes of the culinary water supply system from any source other than the intended source, caused by reduction of pressure in the culinary water supply system.
- (e) "Back flow prevention assembly" shall mean a device or means designed to prevent back flow. Specifications for back flow prevention assemblies shall be those contained within the Utah Plumbing Code and the Cross Connection Control Program for Utah which has been adopted by the state.
- (f) "Contamination" shall mean a degradation of the quality of the culinary water supply by sewage, industrial fluids or waste liquids, compounds or other materials.
- (g) "Cross connection" shall mean any physical connection or arrangement of piping or fixtures which may allow non-potable water or industrial fluid or other material of non-potable quality to come in contact with potable water inside a distribution system. This shall include any temporary connections such as swing connections, removable connections, four-way plug valves, spools, dummy Sections of pipe, swivel or change over devices or sliding multiport tubes or other plumbing arrangements.
- (h) "State" shall mean the Utah Department of Health, Bureau of Drinking Water/Sanitation, except as otherwise indicated by the context.

(1979 Code 4-2-13; repealed by Ordinance No. 14-85; adopted by Ordinance No. 16-90)

**4-2-114 Service Lateral.**

A separate and independent service lateral shall be provided for every building, for ~~both water and sewer~~ service, except in cases of undue hardship where the City Council deems it necessary to make an exception.

(1968 Code 4-5-12; 1979 Code 4-2-14)

**4-2-115 Multiple Connections.**

Where two (2) or more families or premises are supplied with water from the same service pipe, the failure on the part of either of said parties to comply with this Chapter, or ~~Chapter 2A~~ of this Title, shall be grounds for the City to withhold the supply of water through said service pipe until a separate service pipe is installed for each user of the water under a separate application.

(1968 Code 4-5-13; 1979 Code 4-2-15; amended by Ordinance No. 14-85)

**4-2-116 Use of Water Only on Connected Premises.**

It shall be unlawful for any water user to permit any person from other premises, or unauthorized persons, to use or obtain water regularly from his premises or water fixtures either outside or inside his building.

(1968 Code 4-5-14; 1979 Code 4-2-16)

**4-2-117 Tampering with Meter or Meter Box.**

(1) It shall be unlawful for any person to tamper with, modify, or deface in any manner a water meter or meter box.

(2) Modifications or connections to piping inside the meter box are prohibited. Sprinkler system connections inside the meter box or at any point on the service line between the meter and the distribution main are prohibited. Any such connections shall be removed at the expense of the owner of the property for which water service is provided.

(1979 Code 4-2-17; repealed by Ordinance No. 14-85; adopted by Ord. No. 35-92)

**4-2-118 Wasting Water.**

It shall be unlawful for any water user to waste water or to allow it to be wasted by imperfect stops, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, faucets or stops or through basins or water closets, urinals, sinks or other apparatus, or to use the water for purposes other than those for which he has paid or to use water in violation of the rules and regulations for controlling the water supply and other provisions of this title.

(1979 Code 4-2-18; repealed by Ordinance No. 14-85; adopted by Ord. No. 35-92)

**4-2-119 Temporary Discontinuance of Service.**

The City may at any time, without notice, shut off water from its mains for purpose of making repairs or extensions or for other purposes, and no claim shall be made against the City, by reason of any water main breakage whatsoever, or for any damage that may result from the shutting off of water for repairing, laying or relaying mains, hydrants, or other connections, or for any other reason whatsoever.

(1979 Code 4-2-19; repealed by Ordinance No. 14-85; adopted by Ord. No. 35-92)

#### **4-2-120 Maintenance of Water Mains and Service Connections.**

The obligations of the City and users of the culinary water system with respect to maintenance of water mains and service connections therefrom shall be as follows:

(1) All water mains and the service connections therefrom, including all piping inside the meter box, which are located on public property shall be maintained by the City, except that the City will not maintain a service connection at any point between the meter box and the facility it serves. All such service connections shall be kept in good repair and free from leaks by the owner of the property for which water service is provided. Said service connection shall be maintained in such a condition as to be able to withstand normal maintenance to the meter, yoke, and service connection between the meter and the City's water main.

(2) Water mains and service connections therefrom which are located on private property shall be maintained by the owner thereof and not by the City; provided, however, that water mains which are on private property but which are part of the City water distribution system shall be maintained by the City; Repairs to lines which are to be maintained by the private property owner shall be at the expense of the owner and shall be performed by the owner when reasonably requested by the City. Water service to or through mains or service connections on private property may be discontinued if the owner of said lines fails or refuses to repair the same when reasonably requested by the City.

(3) The City shall maintain all water meters, including those on private property. The Superintendent of the ~~Water and Sewer Department~~ Division and other authorized persons shall have the right to enter private property for that purpose.

(1979 Code 4-2-20; repealed by Ordinance No. 14-85; adopted by Ord. No. 35-92)

#### **4-2-121 Fire Hydrants.**

All public fire hydrants shall be under the control of and shall be kept in repair by the ~~Water and Sewer Department~~ Division, and in case of fire, the Fire Department shall have free access to said hydrants. No other person shall open or operate any fire hydrant, or attempt to draw water therefrom without special permission of the Superintendent of the ~~Water and Sewer Department~~ Division, or obstruct the approach thereto.

(1968 Code 4-5-19; amended in codification 1979; 1979 Code 4-2-21)

#### **4-2-122 Scarcity of Water.**

In time of scarcity of water, whenever it shall in the judgment of the Mayor and City Council be necessary, the Mayor shall by proclamation limit the use of water for other than domestic purposes to such extent as may be necessary for the public good. It shall be unlawful for any person by himself, family, servants or agents to violate any proclamation made by the Mayor in pursuance of this Section.

(Statutory Authority UCA 10-7-12; 1968 Code 4-5-20; 1979 Code 4-2-22)

**4-2-123 Penalty.**

(1) Any water or sewer service user violating any of the rules, regulations or ordinances controlling the water and sewer systems, shall forfeit all payments made and the right to the use of said services, and service to the premises of such user shall be discontinued.

(2) In addition to the foregoing penalty, any person who shall violate any of the provisions of this Chapter shall be guilty of misdemeanor and upon conviction thereof shall be liable to punishment by a fine in any amount not to exceed \$299, or by imprisonment for a term not to exceed six months, or by both such fine and imprisonment.

(1968 Code 4-5-21; 1979 Code 4-2-23)

**SECTION 2:** This ordinance shall 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 April, 2014.

SPRINGVILLE CITY

\_\_\_\_\_  
MAYOR WILFORD W. CLYDE

ATTEST:

\_\_\_\_\_  
City Recorder