



**WORK/STUDY AGENDA  
SPRINGVILLE CITY COUNCIL MEETING  
MARCH 15, 2016 AT 5:15 P.M.**

City Council Chambers  
110 South Main Street  
Springville, Utah 84663

**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. Calendar
  - March 27 – Easter Sunday
  - April 05 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
  - April 6-8 – Annual ULCT Mid-Year Conference, St. George
  - April 12 – Work/Study Meeting 5:15 p.m.
  - April 19 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
  
2. **DISCUSSION ON THIS EVENING’S REGULAR MEETING AGENDA ITEMS**
  - a) Invocation – Councilmember Conover
  - b) Pledge of Allegiance – Councilmember Child
  - c) Consent Agenda
    2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
    3. Approval of the minutes for January 19, 2016; February 02, 2016; February 16, 2016 and March 01, 2016 Regular City Council meetings and the January 19, 2016 and February 02, 2016 Work/Study Meetings.
    4. Approval of the Sundial Office Park Condominiums Final located in the area of 775 West 1200 North in the BP-Business Park Zone – Fred Aegerter, Community Development
  
3. **DISCUSSIONS/PRESENTATIONS**
  - a) Fire Department Update – Scott Finlayson, Public Safety Director
  - b) Fence Height Policy – Fred Aegerter, Community Development Director
  - c) Monthly Director Reports – Troy Fitzgerald, City Administrator
  - d) Early Retirement Incentive Option Concept – Troy Fitzgerald, City Administrator
  - e) City Programming – John Penrod, Assistant City Administrator/City Attorney
  
4. **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

**CERTIFICATE OF POSTING**

The undersigned duly appointed City Recorder of Springville City, does hereby certify that the above notice and agenda was posted within the Springville City limits on March 10, 2016 at Springville City Hall, on the City Hall Notice Board, on the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes) on the Utah Public Notice Website at <http://www.utah.gov/pmn/index.html> and provided to at least one newspaper of general circulation within the geographic jurisdiction of the public body

/s/ Kim Rayburn, City Recorder

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.

5. **CLOSED SESSION**

*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**

**CERTIFICATE OF POSTING**

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/s/ Kim Rayburn, City Recorder

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## Early Retirement Incentive Option

### **A. PURPOSE:**

The purpose of this Early Retirement Incentive Option is to provide to eligible employees an incentive to retire before December 31, 2016. The City finds that without an incentive, many employees, who are otherwise eligible to retire under the Utah State Retirement System, will not retire. If employees retire and the job positions they held are unfilled temporarily or permanently, the City will experience a significant reduction in personnel costs over time. At the same time, the employee receives an added benefit for years of service to the City. The incentive provided in this Option is a one-time window and there is no intent to offer a similar incentive in future years, although the City Council may choose to reopen the window in the future. Implementation of this Option is subject to appropriation of funds by the City Council for fiscal year 2016-2017.

### **B. ELIGIBILITY:**

For purposes of this Option, "employee" means a full-time appointed, public safety, or career employee of the City.

An employee is eligible for the incentive under this Option if:

1. Before December 31, 2016, the employee is eligible to retire from the Utah State Retirement System (the Public Employees' Contributory and Non-contributory Retirement System, the Public Safety Retirement System, the Firefighters' Retirement System or the Judges' Retirement System); and
2. On July 1, 2016, the employee has ten (10) or more full years of service with the City. A full year of service means that the employee worked for the City for one year commencing on the employee's anniversary date of hire and, throughout the year, the City made retirement contributions to the Utah State Retirement System on behalf of the employee.

### **C. INCENTIVE:**

1. If a City employee terminates employment with the City through retirement, the employee may be entitled to purchase of a portion of accrued sick leave benefits as established in the Springville City Employee Handbook, policy 20 §9.
2. If an employee is eligible for the Option as set forth herein and complies with the election process required, the City shall pay the employee an incentive of \$1,500 per year of full-time service rendered to the City with the maximum payout being \$45,000. The incentive shall be paid out based upon full-time, pension eligible years of service rounded to the nearest tenth of a year.
3. The incentive may be paid out in even installment payments over 2, 3, 4 or 5 years as selected by the employees.
4. Incentive payments may be made into qualifying pre-tax plans as instructed by the employee in the enabling agreement.

OR Which one can we do?

4. All compensation paid to employee under this paragraph shall be subject to Federal and State tax with holdings and all other regular deductions employee's compensation is normally subject to prior to the Effective Date of Termination.

5. The City understands that the employee who receives a lump-sum payment under this Option may want to purchase years of service with the Utah State Retirement System or defer a part of the payment to a 401(k) or 457 retirement plan. Employee shall not rely on the City for tax advice. By assisting the employee, the City shall not be liable for any tax consequences to employee.

#### **D. ELECTION OF INCENTIVE AND AGREEMENT:**

In addition to the eligibility requirements specified herein, the employee must comply with the following as a condition to the City's agreement to pay the incentive under this Option:

1. The employee shall, on or before May 15, 2016, execute a written agreement ("Agreement") in substantially the form attached to this Option. The Agreement will be available in Human Resources. In Option to have sufficient time to prepare the Agreement, the employee is encouraged to contact the Human Resources Department as soon as possible if the employee is interested in terminating employment under this Option. The Agreement provides, in part, that the employee is terminating employee's employment with the City on a date certain. The Effective Date of Termination shall be a date between July 1, 2016 and December 31, 2016. Employee will, under the Agreement, acknowledge that the Effective Date of Termination is irrevocable. The City agrees to pay the incentive provided in this Option as set forth herein.

2. The Agreement will be subject to appropriation of funds by the City Council in the City's 2016-2017 fiscal year budget. If the City Council does not appropriate funds for the incentive, the Agreement shall be deemed null and void.

#### **E. REPLACEMENT OF EMPLOYEE**

It is the intent of the City to seek long-term savings using this Option. Employee may not be immediately replaced by a new employee.

# AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Springville City Corporation, a municipal corporation of the State of Utah, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as "Employee."

WHEREAS, Employee is employed by the City; and

WHEREAS, under the City's Early Retirement Incentive Option ("Option"), the City offers an incentive to employees who terminate their employment with the City through retirement between July 1, 2016 and December 31, 2016 and meet certain conditions including the execution of an agreement with the City on or before May 15, 2016; and

WHEREAS, Employee is notifying the City that Employee is eligible or will be eligible to retire from the Utah State Retirement System on or before December 31, 2016; and

WHEREAS, Employee has reviewed the Option and represents to the City that he/she is an eligible employee under the Option; and

WHEREAS, Employee wants to terminate employment with the City through retirement on a date certain between July 1, 2016 and December 31, 2016 and avail himself/herself of the incentive provided in the Option; and

WHEREAS, Employee wants to execute an agreement pursuant to the Option;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants set forth herein, the City and Employee agree as follows:

1. Employee hereby voluntarily terminates his/her employment with the City through retirement effective 5:00 p.m. on the \_\_\_\_ day of \_\_\_\_\_, 2106. (hereinafter referred to as "the Effective Date of Termination") and the City hereby accepts Employee's termination of employment. Between the date of this Agreement and the Effective Date of Termination, Employee shall continue to perform the duties and responsibilities of his/her job with the City consistent with City policies. A violation of City policy prior to the Effective Date of Termination would be deemed a breach of this Agreement. Employee acknowledges that the Effective Date of Termination is irrevocable unless this Agreement is deemed null and void as provided in paragraphs 3 and 5 herein.
2. Employee understands that the decision regarding Employee's eligibility to retire under the Utah State Retirement System is determined by the State. Employee is responsible to ensure that he/she has met all of the requirements in order to retire under the Utah State Retirement System. Further, the City may, at the request of Employee, discuss taxes, financial planning or retirement issues with Employee, however, Employee shall be solely responsible for his/her tax, financial planning and retirement decisions. Employee is encouraged to seek professional tax, financial planning and retirement advice regarding the incentive compensation provided to Employee under the Option.
3. Employee understands that if the City determines that Employee is not eligible under the Option, this Agreement shall be deemed null and void.
4. As of the Effective Date of Termination, Employee has \_\_\_\_\_ years of service as defined in the option. The incentive amount shall be \_\_\_\_\_. The incentive amount shall be paid in equal payments of \_\_\_\_\_ over \_\_\_\_\_ years. The City shall pay to Employee, the amounts set forth herein between January 1 and January 31 of each year for the number of years set forth herein with the first payment being made between January 1 and January 31, 2017.

Employee understands that compensation paid to Employee is subject to Federal and State tax withholding and other appropriate deductions. OR NOT.

5. Employee and the City acknowledge that this Agreement is subject to annual appropriation of funds by the Springville City Council in the first year. If the Springville City Council does not appropriate funds in the City's 2016-2017 fiscal year budget to fund the Option, this Agreement shall be deemed null and void. After the City's 2016-2017 fiscal year budget, the City is obligated to pay the amounts set forth herein regardless of appropriation.
6. Employee acknowledges that no other promises, inducements, threats, agreements or understandings of any kind or description whatsoever have been made with or to Employee by the City or its agents and employees to cause Employee to execute this Agreement.
7. Employee hereby acknowledges that Employee fully understands the meaning and intent of this Agreement, and understands that this Agreement will be final and binding on Employee and the City.
8. Employee hereby releases the City from any and all liability arising out of or in connection with Employee's employment with the City other than the City's obligations under this Agreement.
9. This Agreement constitutes the entire agreement between the parties and may be modified only by a written agreement executed by both the City and Employee.
10. Employee and the City may not assign this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Wilford W. Clyde, Mayor

Attest:

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Kim Rayburn, City Recorder

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Employee



**REGULAR AGENDA  
SPRINGVILLE CITY COUNCIL MEETING  
MARCH 15, 2016 AT 7:00 P.M.**

City Council Chambers  
110 South Main Street  
Springville, Utah 84663

**2<sup>nd</sup> AMENDMENT MARCH 14, 2016 AT 11:0 A.M.**

**CALL TO ORDER**

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

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

**CEREMONIAL AGENDA**

1. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator

**CONSENT AGENDA\***

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
3. Approval of the minutes for January 19, 2016; February 02, 2016; February 16, 2016 and March 01, 2016 Regular City Council meetings and the January 19, 2016 and February 02, 2016 Work/Study Meetings.
4. Approval of the Sundial Office Park Condominiums Final located in the area of 775 West 1200 North in the BP-Business Park Zone – Fred Aegerter, Community Development
5. Approval of the following appointments; Karen Ellingson and Mike Farrer to the Planning Commission. Kristin Valdez to the Parks and Recreation Board. Travis Ball to the Power Board and Brett and Renae Nelson as the Youth City Council Advisors.
6. Approval of the re-appointments to the Planning Commission; Carl Clyde and Michael Clay

**REGULAR AGENDA**

7. Consideration of entering into a contract with the United States of America for Grant of Conservation Easement in Community Park – John Penrod, Assistant City Administrator/City Attorney
8. Consideration of a bid award to the low bidder for the 2015-16 purchase of Pressurized Irrigation Meters – Shawn Barker, Water Superintendent
9. Consideration of a Resolution for a green waste dumping fee for Non-Residents and Commercial Businesses that use the Springville Green Waste Facility – Juan Garrido, Storm Water/Waste Water Superintendent

This meeting was noticed in compliance with Utah Code 52-4-202 on March 10, 2016. 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. s/s - Kim Rayburn, City Recorder

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\*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.

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

### **CLOSED SESSION**

10. *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 WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD  
ON TUESDAY, JANUARY 19, 2016 AT 5:15 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN  
STREET, SPRINGVILLE, UTAH.

COUNCILMEMBER CHILD MOVED TO APPOINT COUNCILMEMBER CREER  
AS MAYOR PRO TEM TO PERFORM DURING THE MAYOR'S ABSENCE THE DUTIES AND  
FUNCTIONS OF MAYOR. COUNCILMEMBER SORENSEN SECONDED THE MOTION, AND  
ALL PRESENT VOTED AYE.

Mayor Pro Tem Christopher Creer presided. In addition to Mayor Pro Tem Creer, the following  
were present: Councilmember Rick Child, Councilmember Craig Conover, Councilmember Jason  
Miller, Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City  
Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle  
and City Recorder Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Operations Manager Rod Oldroyd,  
Buildings and Grounds Director Alex Roylance, Golf Pro Craig Norman, Public Works Director Brad  
Stapley, Community Development Director Fred Aegerter, Recreation Director Corey Merideth, Power  
Director Leon Fredrickson, Library Director Pam Vaughn and Museum of Art Director Dr. Rita Wright.  
Excused from the meeting Mayor Wilford W. Clyde

### **CALL TO ORDER**

Mayor Pro Tem Creer welcomed everyone and called the Work/Study meeting to order at  
5:15 p.m.

### **COUNCIL BUSINESS**

#### 1) Calendar

- January 23 – Newly Elected Officials Training – Provo City Offices 8:00 a.m.
- January 27 – 2016 ULCT Local Officials Day at the Legislature – Utah State Capitol 8:00 a.m., registration deadline *January 22, 2016*
- February 02 – Mayor and City Council Photo 4:30 p.m.
- February 02 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- February 04 – Budget Retreat, City Multi-Purpose Room 1:00 p.m.
- February 09 – Work/Study Meeting 5:15 p.m.
- February 15 – President's Day (City Offices Closed)

Mayor Pro Tem Creer asked if there were any questions or additions to the calendar. There were none.

#### 2) Discussion on this evening's Regular Meeting agenda items

- a) Invocation – Councilmember Conover
- b) Pledge of Allegiance – Councilmember Child

c) Consent Agenda

- 42 2. Approval of City purchase orders required to be signed per Springville City Purchasing  
Code.
- 44 3. Approval of Minutes for the June 16 and July 07, 2015 Council Work/Study meetings
- 46 4. Approval of the appointment of the City Treasurer and City Recorder as provided by  
UCA Section 10-3-917 and SCC Section 2-2-103
- 48 5. Approval of a Waiver of Liquidated Damages for Goran, LLC. Runway Shift and  
Extension Project at the Spanish Fork/Springville Airport – Cris Child, Airport Manager

50 Mayor Pro Tem Creer asked if there was any discussion on tonight’s consent agenda. There was  
none.

52

3) **DISCUSSIONS/PRESENTATIONS**

54 a) **Community Park Update** – John Penrod, Assistant City Administrator/City Attorney  
Attorney Penrod reviewed the possible fields and amenities at the Community Park. He reviewed  
56 similar parks in other cities such as; West Jordan, Orem City’s Lakeside Park, Salt Lake City Regional  
Complex and compared others with sidewalks and parking availability.

58 Attorney Penrod provided information from GSBS with estimates and noted prior to his  
presentation staff reviewed the numbers and talked with local contractors for pricing and the revised  
60 numbers are noted in the presentation. He also provided information on the minimum necessary to start  
the project. He explained there are some wetlands and they are working with the June Sucker program  
62 and should reduce the cost.

Councilmember Miller asked about bleachers and restroom requirements. Attorney Penrod  
64 replied porta potties and bleachers would be brought in during events when needed.

Councilmember Sorensen asked how many acres would be needed. Director Roylance replied 20  
66 acres.

Councilmember Sorensen asked about drainage problems. Attorney Penrod stated City Engineers  
68 have reviewed and taken into account storm drainage. Director Roylance replied from 1200 West to 900  
West next to the creek will be a four foot berm, they will raise the park to match the road and it will  
70 drain to where it is now, part of the plan is the required fill.

Councilmember Conover reported in his discussions with the County and State he is confident  
72 the State would approve a grant.

Councilmember Creer stated he was concerned about putting forth a bare bones park and then  
74 inviting the state to use the park. Director Merideth replied he asked about the bare minimum and was  
told tournaments would come and if they had a good experience and would likely come back. He said  
76 we tell them how many we can hold and they go out and bid for the tournaments.

Councilmember Child commented there are a lot of parameters involved would there be enough  
78 hotels and amenities for such a tournament. Director Merideth replied they have reviewed the  
surrounding area and believe there is enough and Springville would be centrally located. He commented  
80 the biggest seller is having everyone in one central location.

Councilmember Child asked what the economic benefit would be for a tournament. Director  
82 Merideth replied he doesn’t have numbers, the Utah County Travel and Tourism Board would need to  
provide them. Administrator Fitzgerald commented with the proposed setup the City would receive field  
84 rental fees.

86 Councilmember Creer asked if it could be scheduled for the future rather than now. Attorney Penrod replied Community Park future costs involving building and grounds and recreation numbers were not included.

88 Councilmember Sorensen asked if there will be a fee for the water we are using. Director Riddle replied the impact would be to the Water Department's bottom line.

90 Councilmember Sorensen asked Director Roylance about priorities and what he would like to see happen. Director Roylance replied we need to look at what the public is using now, and if this fits the need. He expressed there is a need to finish creating Bartholomew Park and he thinks the citizens want the City to finish what has been started. He stated he believes Community Park would be used, but is not sure it is needed now.

96 Administrator Fitzgerald explained he and staff would like to know what the Council would like to see for the community in regards to Community Park and the Aquatic Center. He emphasized there are some tough decisions to be made on the funding and what projects to complete.

98 Councilmember Creer stated having been in office for four years he has been a proponent for Community Park, however this was before Bartholomew Park. He expressed we are overextending ourselves and he is feeling it is too much.

102 Councilmember Sorensen expressed Administrator Fitzgerald, Director Roylance and Director Merideth has done a great job in preparing information for discussion.

104 b) **Training** – John Penrod, Assistant City Administrator/City Attorney

106 Attorney Penrod reviewed the different types of construction delivery methods with the Mayor and Council.

108 Administrator Fitzgerald asked the Council for guidance regarding the schedule and construction timeline of the Aquatic and Activity Center. He encouraged input from the Council as they go through the process.

110

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

112 Mayor Pro Tem Creer asked for any other comments.

114 Director Stapley reviewed the sewer spill that occurred a year ago in November 2014 at the Oakbrook sewer substation. He explained they are working with the State to have a design in process and will bring the information back to the Council at a future date. He noted the State was happy with the City's response and the long term fix for the Oakbrook sewer substation.

118 Director Stapley explained two projects staff is working on to submit for MAG funding. One is the extension of 1200 west to 550 North at approximately \$4 to \$5 million and the second is connecting the south end of 1200 west at Jessie's Brook to 400 South at approximately \$3-4 million. Council voiced they would like to see the south end as a priority.

122 Director Stapley gave an update on the 950 West railroad crossing. He reported the Railroad asked for a second on site meeting to re-evaluate the crossings. Director Stapley stated he would report back after the meeting.

124 Councilmember Sorensen asked about the intersection at Loves Truck Stop and the semi-trucks backing up to turn into Loves. Director Stapley provided information he received from UDOT and stated he will report back when there is more information

128

5) **CLOSED SESSION**

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

There was no Closed Session.

134

**ADJOURNMENT**

136

137 COUNCILMEMBER SORENSEN MOVED TO ADJOURN THE WORK/STUDY MEETING  
138 OF THE SPRINGVILLE CITY COUNCIL AT 6:56 p.m. COUNCILMEMBER CONOVER  
SECONDED THE MOTION AND ALL PRESENT VOTED AYE.



MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON  
TUESDAY, JANUARY 19, 2016, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN  
STREET, SPRINGVILLE, UTAH.

Mayor Pro Tem Creer presided. In addition to Mayor Pro Tem Creer, the following were present:  
Councilmember Rick Child, Councilmember Craig Conover, Councilmember Jason Miller,  
Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City Administrator/City  
Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle and City Recorder  
Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Administrative Services Manager  
Rod Oldroyd, Buildings and Grounds Director Alex Roylance, Public Works Director Brad Stapley,  
Community Development Director Fred Aegerter, Recreation Director Corey Merideth, Power Director  
Leon Fredrickson and CTC Coordinator Shannon Acor. Excused from the meeting Mayor Wilford W.  
Clyde

**CALL TO ORDER**

Mayor Pro Tem Creer welcomed everyone and called the meeting to order at 7:00 p.m.

**INVOCATION AND PLEDGE**

Councilmember Conover offered the invocation and Councilmember Child led the Pledge of  
Allegiance.

**APPROVAL OF THE MEETING'S AGENDA**

COUNCILMEMBER CHILD MOVED TO APPROVE THE MEETING'S AGENDA AS  
WRITTEN. COUNCILMEMBER CONOVER SECONDED THE MOTION, AND ALL VOTED AYE.

**MAYOR'S COMMENTS**

Mayor Pro Tem Creer welcomed the Council, staff and audience. He observed scouts and  
students in the audience and asked them to stand and introduce themselves. Scouts from Troop #1461  
and students on assignment were in attendance.

**PUBLIC COMMENT**

Mayor Pro Tem Creer introduced the Public Comment section of the agenda. He asked if there  
were any requests. There were no requests.

## CEREMONIAL AGENDA

- 42 1. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator

Ms. Shannon Acor welcomed Councilmember Miller for his first Mayor's Award presentation.  
44 She noted that the young people here tonight were nominated by their teachers for exemplifying high standards. Councilmember Sorensen assisted Ms. Acor with the awards.

46 Ms. Acor asked Korri Cooper to come forward and she read Korri was nominated by Chalyce Peck a teacher at Cherry Creek Elementary. Ms. Peck wrote in part Korri is so positive and a light to be  
48 around. Everyone wants to be around Korri because she is so kind, generous, and a positive influence. She is a hard worker. She does not give up and she wants to do everything in her own power to get the  
50 job done.

Ms. Acor asked Jaden Christensen to come forward and she read Jaden was nominated by  
52 Kirsten Hullinger a counselor at Mapleton Junior High. Ms. Hullinger wrote in part I met Jaden last year as his eighth grade counselor. He was also nominated to be on the HOPE Squad by the students at  
54 Mapleton Junior High School. It became instantly apparent why Jaden had been selected by his peers as he is truly a caring, thoughtful, friendly and kind young man.

56

## CONSENT AGENDA

- 58 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.  
3. Approval of Minutes for the June 16 and July 07, 2015 Council Work/Study meetings  
60 4. Approval of the appointment of the City Treasurer and City Recorder as provided by UCA Section 10-3-917 and SCC Section 2-2-103  
62 5. Approval of a Waiver of Liquidated Damages for Goran, LLC. Runway Shift and Extension Project at the Spanish Fork/Springville Airport – Cris Child, Airport Manager

64

COUNCILMEMBER CONOVER MOVED TO APPROVE THE CONSENT AGENDA WITH  
66 THE CORRECTION IN SPELLEING OF LACROSSE AND THE ADDRESS OF THE CURRENT CDA AREA FOR THE JULY 07, 2015 WORK/STUDY MINUTES. COUNCILMEMBER CHILD  
68 SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

70

## REGULAR AGENDA

- 72 6. **Consideration of an amendment to the ordinance that prohibits smoking in city parks to include prohibiting E-cigarettes** – John Penrod, Assistant City Administrator/City Attorney

74 City Attorney Penrod reviewed the amendment of the current ordinance on no smoking in public parks to include no e-cigarettes. Attorney Penrod then introduced Shannon Acor, Communities that Care  
76 Coordinator to present on why this amendment regarding e-cigarettes is important.

Ms. Acor reported e-cigarettes are becoming more prevalent and Springville youth experimental  
78 use has increased from 1% to 12% since 2013. Now 20% are stating they use e-cigarettes a 300 % increase since 2013. She stated 60% of the Springville youth court cases are possession of tobacco with  
80 100% of them for e-cigarettes use and 80% have been in Junior High seventh to ninth grade.

Ms. Acor expressed by not allowing e-cigarettes in city parks it keeps it out of the norm or as  
82 socially acceptable and hopefully use will go down. Ms. Acor stated the OUTRAGE anti-tobacco youth group has offered to provide new signs for the parks.

84

86 COUNCILMEMBER SORENSEN MOVED TO APPROVE ADOPTING ORDINANCE #01-  
88 2016 THAT AMENDS SECTION 8-4-112 TO INCLUDE ELECTRONIC CIGARETTES IN THE  
DEFINITION OF SMOKING, WHICH WILL PROHIBIT THE USE OF E-CIGARETTES IN PUBLIC  
PARKS AND OTHER PUBLIC AREAS.

90 COUNCILMEMBER CHILD SECONDED THE MOTION. THE VOTE IS RECORDED AS  
FOLLOWS:

92	COUNCILMEMBER CHILD	AYE
	COUNCILMEMBER CONOVER	AYE
	COUNCILMEMBER CREER	AYE
94	COUNCILMEMBER MILLER	AYE
	COUNCILMEMBER SORENSEN	AYE

96 THE MOTION PASSED UNANIMOUSLY. ORDINANCE #01-2016 APPROVED

98 **7. Discussion of the construction delivery method for the Aquatics and Activities Center –**  
John Penrod, Assistant City Administrator/City Attorney

100 Attorney Penrod reviewed different methods that can be used for construction management of  
the Aquatics and Activities Center. Different methods for consideration were discussed. The design, bid,  
102 build method or a construction manager/general contractor (CM/GC) method. Attorney Penrod reported  
the Architect prefers using the CM/GC method and it has worked well with other projects. He stated city  
104 staff recommends using the CM/GC method as well.

106 Councilmember Child asked if there were any contractors in mind for a CM/GC. Attorney  
Penrod replied he would like to contract with a similar caliber of contractor as with the library and civic  
center that was done by design, bid, build. Attorney Penrod explained with a design, bid, bill method the  
108 turning of dirt could possibly be in July. With a CM/GC method the turning of dirt could possibly be  
June.

110 Councilmember Sorensen asked who the City contact would be for the contractor. Attorney  
Penrod replied he and Administrator Fitzgerald would be the project managers. By consensus the  
112 council agreed with using a CM/GC. Attorney Penrod stated he would bring back more information to  
council.

114 **8. Consideration of moving forward with the Community Park project and accepting grant**  
116 **funds from Utah County –** John Penrod, Assistant City Administrator/City Attorney

118 Attorney Penrod reported this past summer Springville City staff members started discussing  
with Utah County the possibility of turning Community Park into a flat field sports park from its  
originally planned baseball/softball complex. In those discussions, County representatives recommended  
120 that Springville approach the County's Travel & Tourism Board to request County grant money to help  
construct approximately 20 more acres of the park. In October 2015, Councilmember Conover and  
122 Springville staff presented at the Travel & Tourism Board meeting.

124 After considering Springville's request for grant money to help develop approximately 20 acres  
of Community Park, County representatives communicated to staff that Springville could receive  
126 \$2 million from the County, if Springville committed to make up the financial difference to complete the  
next phase of the Community Park, consisting of approximately 20 acres, and have Community Park  
constructed and ready by the 2017 season to host regional field sports events, such as soccer, lacrosse,  
128 rugby and football tournaments.

130 In addition to the \$2 million grant, Springville has also been told that there is a good possibility  
that the State may provide a \$500,000 grant towards the completion of the next 20 acres of Community  
Park.

132 At the time the City was notified that it could receive the County and State grant money, the  
City's estimated cost (prepared by the GSBS design firm) to complete the 20 acres of  
134 Community Park was \$6.9 million. The City Council felt it could not make up the difference between  
the grant money and the \$6.9 million estimated cost.

136 After further reviewing the \$6.9 million estimate, Councilmember Conover and staff have  
worked with local contractors and subcontractors to sharpen the estimated construction cost. Staff has  
138 been able to comfortably lower the number to approximately \$5.1 million. The \$5.1 million estimate  
includes very little reduction in improvements from GSBS's original \$6.9 million estimate.

140 Attorney Penrod explained in an effort to further reduce the construction estimate, we have  
worked towards a minimum estimate construction amount that includes the very basics: parking,  
142 underground utilities, grass, irrigation system, trees and one bathroom. The minimum estimated  
construction amount to complete 20 additional acres of Community Park is approximately \$3.5 million.

144 The minimum estimate for construction cost does not include playgrounds, two planned  
bathrooms, concessions, water fountains, sidewalk paths, recreation trails, field lights or conduit for the  
146 lights, street lights, parking lot lighting, all of the landscaping, pavilions, recreation equipment  
(scoreboards, soccer goals, lacrosse goals, etc.), maintenance equipment, fencing, bleachers, trail  
148 benches, park tables, garbage cans, and signs. These items will need to be installed or added in the  
future. Some of these items, such as some of the recreation equipment, may need to be added before the  
150 park is used for tournaments.

Councilmember Conover expressed they have done a lot of work and would hate to give up \$2  
152 million. He expressed he has watched projects go to other communities and feels like the City will lose  
credibility with the County if we tell them no.

154 Councilmember Sorensen asked if there was any chance the County would be willing work with  
the City.

156 Councilmember Conover stated he wished we could find a way to make it happen and  
acknowledged the County is aware of the City concerns.

158 Councilmember Child expressed it doesn't feel right, there are so many unknowns.

Councilmember Creer stated there are so many projects to finish; this is a huge financial  
160 obligation, it is not the best time for the City to do this.

Councilmember Miller expressed he didn't think it is all or nothing for this moment and to keep  
162 the door open. The park will be usable and will take some time before it is finished. He asked if it is  
possible to push forward for property sales. Administrator Fitzgerald replied he would like to discuss  
164 this more at the budget retreat and stated there are some properties with potential.

Councilmember Miller expressed maybe a possible sponsor for the park could help offset  
166 operating costs.

City Administrator Fitzgerald stated staff would contact the County.

168 Councilmember Child expressed his appreciation for the work that Councilmember Conover,  
Director Roylance and Direction Merideth have done on this project.

170  
172 COUNCILMEMBER CONOVER MOVED TO APPROVE CITY STAFF TO UTILIZE  
RESERVES OR START THE PROCESS TO ISSUE BONDS IN AN AMOUNT NOT TO EXCEED

174 \$800,000.00 IN ORDER TO DEVELOP APPROXIMATELY TWENTY ADDITIONAL ACRES OF  
COMMUNITY PARK, CONTINGENT UPON THE CITY RECEIVING A \$2 MILLION GRANT  
FROM UTAH COUNTY AND A \$500,000 GRANT FROM THE STATE.

176 THE **MOTION DIED** FOR LACK OF A SECOND

178 9. **Consideration of an agreement with Sunroc Corporation for the use of the Suntana  
Property** – Alex Roylance, Building and Grounds Director

180  
182 COUNCILMEMBER CONOVER MOVED TO CONTINUE ITEM #9 TO AN INDEFINITE  
DATE.

184 COUNCILMEMBER CHILD SECONDED THE MOTION. ALL PRESENT VOTED IN  
FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

186 10. **Discussion of the Mayor assigned Council Assignments for 2016.**

Administrator Fitzgerald reviewed with the Council their assignments made by the Mayor.

188 **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

190 **CLOSED SESSION**

192 11. *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*

194 There was no closed session.

196 **ADJOURNMENT**

198 COUNCILMEMBER CONOVER MOVED TO ADJOURN THE CITY COUNCIL MEETING  
AT 7:53 P.M. COUNCILMEMBER SORENSEN SECONDED THE MOTION, AND ALL VOTED  
AYE.

200  
202 *This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday,  
January 19, 2016.*

204 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville  
City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and  
complete record of this meeting held on Tuesday, January 19, 2016.*

206  
208 \_\_\_\_\_  
Kim Rayburn  
City Recorder

210



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD  
ON TUESDAY, FEBRUARY 02, 2016 AT 5:15 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN  
STREET, SPRINGVILLE, UTAH.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present:  
Councilmember Rick Child, Councilmember Craig Conover, Councilmember Christopher Creer,  
Councilmember Jason Miller, Councilmember Chris Sorensen, City Administrator Troy Fitzgerald,  
Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director  
Bruce Riddle and City Recorder Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Administrative Services Manager  
Rod Oldroyd, Power Superintendent Brandon Graham, Buildings and Grounds Director Alex Roylance,  
Community Development Director Fred Aegerter, Public Works Director Brad Stapley, Recreation  
Director Corey Merideth and Museum of Art Director Dr. Rita Wright.

**CALL TO ORDER**

Mayor Clyde welcomed everyone and called the Work/Study meeting to order at 5:15 p.m.

**COUNCIL BUSINESS**

1) Calendar

- February 04 – Budget Retreat 12:00 p.m.
- February 09 – Work/Study Meeting 5:15 p.m.
- February 15 – President’s Day (City Offices Closed)
- February 16 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- March 01 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- March 09 – Work/Study Meeting 5:15 p.m.
- March 13 – Daylight Savings (spring forward one hour)
- March 15 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.

Mayor Clyde asked if there were any questions or additions to the calendar. There were none.

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

- a) Invocation – Councilmember Child
- b) Pledge of Allegiance – Councilmember Creer
- c) Consent Agenda
  - 1. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
  - 2. Approval of Minutes for the January 05, 2016 City Council meetings
  - 3. Approval of the Final Plan for the Quail Valley Subdivision, Plats A & B, located in the area of 300 North 1500 West in the R1-8 and R1-10 Single-Family Residential and WF-1 Westfield Overlay Zones – Fred Aegerter, Community Development Director

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

42

3) **DISCUSSIONS/PRESENTATIONS**

44 **a) Aquatics and Activities Center Update – Troy Fitzgerald, City Administrator**

Administrator Fitzgerald advised staff is working to keep the schedule moving forward on the Aquatics and Activities Center and the citizens committee had their first meeting. He explained an RFP is out for a construction manager and will bring back more information on a contractor.

46 Administrator Fitzgerald reviewed the original budget for the Aquatic and Activities Center, as well as the current revenue projections and current budget allocations. A mock up drawing of the building was reviewed and discussed with the Mayor and Council. He stated he would take the information discussed today to the architect and committee and advised the Council he would bring them updates every couple of weeks.

54 **b) Discussion regarding City owned properties – John Penrod, Assistant City Administrator/City Attorney**

Attorney Penrod reviewed various properties owned by the City and discussed with the Council those that may be considered for sale and a possible property replacement policy.

58

58 **c) Frontage Road Redevelopment Plan Area – John Penrod, Assistant City Administrator/City Attorney**

Attorney Penrod reported there has been recent activity along the frontage road development area. He explained in April the Council discussed incentives for the Mitsubishi car dealership who recently pulled their building permit with no incentives offered. He explained if the Council wanted to do something with sales tax it could be done based on performance.

Council discussed options for incentives and if they should or should not be offered. Mayor Clyde asked for staff to bring back more information to the Council for discussion.

68 **d) Tintic Industrial Lead Realignment Project and the Provo Sub-Track Consolidation – Brad Stapley, Public Works Director**

Director Stapley provided information to the Council regarding the Union Pacific Railroad and Utah Transit Authority, Tintic spur industrial lead realignment, with the possibility of eliminating six railroad crossings. He reviewed the MAG key dates and noted the Tintic project is ranked #2 out of 67 projects, and cautioned it could always change. Director Stapley reported March 24, 2016 is the deadline for concept reports and noted the reports will help in keeping the project moving forward. He then reviewed the remainder of the schedule.

Director Stapley advised he plans to meet with Railroad personnel in Omaha, Nebraska within the next month and will report back to the Council after the meeting.

78

80 **e) Training – Fred Aegerter, Community Development Director**

Director Aegerter reviewed with the Council the subdivision pre application and approval process.

82

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

Mayor Clyde asked for any other comments. There was none.

84

86        5) **CLOSED SESSION**

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

90                    There was no Closed Session.

92        **ADJOURNMENT**

94                    COUNCILMEMBER CHILD MOVED TO ADJOURN THE WORK/STUDY MEETING OF  
94                    THE SPRINGVILLE CITY COUNCIL AT 6:57 P.M. COUNCILMEMBER SORENSEN SECONDED  
94                    THE MOTION, ALL VOTED AYE.

96

98



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MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON  
TUESDAY, FEBRUARY 02, 2016, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN  
STREET, SPRINGVILLE, UTAH.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present:  
Councilmember Rick Child, Councilmember Craig Conover, Councilmember Christopher Creer,  
Councilmember Jason Miller, Councilmember Chris Sorensen, City Administrator Troy Fitzgerald,  
Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director  
Bruce Riddle and City Recorder Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Administrative Services Manager  
Rod Oldroyd, Buildings and Grounds Director Alex Roylance, Public Works Director Brad Stapley,  
Community Development Director Fred Aegerter, Recreation Director Corey Merideth, Power Director  
Leon Fredrickson and Museum of Art Director Dr. Rita Wright

**CALL TO ORDER**

Mayor Clyde welcomed everyone and called the meeting to order at 7:03 p.m.

**INVOCATION AND PLEDGE**

Councilmember Child offered the invocation, and Councilmember Creer led the Pledge of  
Allegiance.

**APPROVAL OF THE MEETING'S AGENDA**

COUNCILMEMBER CREER MOVED TO APPROVE THE MEETING'S AGENDA AS  
WRITTEN. COUNCILMEMBER CONOVER SECONDED THE MOTION, AND ALL VOTED AYE.

**MAYOR'S COMMENTS**

Mayor Clyde welcomed the Council, staff and audience. He observed scouts and students in the  
audience and asked them to stand and introduce themselves. Scouts from Troop #1466 and Mr.  
Roylance a student on assignment were in attendance.

**PUBLIC COMMENT**

Mayor Clyde introduced the Public Comment section of the agenda. He asked if there were any  
requests. There were no requests.

**CONSENT AGENDA**

1. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
2. Approval of Minutes for the January 05, 2016 City Council meetings

3. Approval of the Final Plan for the Quail Valley Subdivision, Plats A & B, located in the area of 300 North 1500 West in the R1-8 and R1-10 Single-Family Residential and WF-1 Westfield Overlay Zones – Fred Aegerter, Community Development Director

COUNCILMEMBER SORENSEN MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN. COUNCILMEMBER CONOVER SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

#### **REGULAR AGENDA**

4. **Consideration of a bid award for the installation of the Pressurized Irrigation Meter and Meter Assembly project to the lowest responsible bidder Johnston and Philips, in the amount of \$219,995.00** – Shawn Barker, Water Superintendent

Director Stapley reported the scope of the work would include the removal of approximately 1,100 existing PI (pressurized irrigation) service boxes and fittings, and the installation of new PI service boxes, meter setters and owner-provided meters. Where determined suitable for re-use by the City, the existing service box and valving shall be salvaged and reinstalled. Restoration to pre-construction conditions of all surface improvements (including landscaping, fencing, concrete work, etc.) disturbed during the removal and installation work shall be included as part of the work. Work shall include furnishing all necessary materials, equipment, facilities, services and appurtenances needed for the complete construction of the project. He noted PI meters will be provided by the City but will be installed by the Contractor.

Director Stapley reviewed the calendar for completion and explained in order to keep costs low staff has done an inventory of each location for what will be needed. He explained a good list of bids was received and Johnston Phillips was the lowest bidder.

COUNCILMEMBER CONOVER MOVED TO AWARD THE PRESSURIZED IRRIGATION METER AND METER BOX INSTALLATION PROJECT TO THE LOWEST RESPONSIBLE BIDDER JOHNSTON AND PHILLIPS IN THE AMOUNT OF \$219,995.00 AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO ISSUE A NOTICE TO PROCEED FOR THE PROJECT.

COUNCILMEMBER CHILD SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

5. **Consideration of a Power Line Easement to Sothern Utah Valley Power Systems for relocation of an existing 46KV transmission line** – Leon Fredrickson, Power Director

Director Fredrickson explained the current SUVPS 46KV transmission line runs on the south side parallel to 1600 South from the Union Pacific railroad crossing at 1600 West to and across the I-15 corridor. The line then turns and runs south into a connecting substation in Spanish Fork known as the Whitehead Substation. This area has future plans by the Utah Department of Transportation to construct a new freeway interchange at which time the power line and pole structures would most likely have to be relocated and upgraded.

There is also a need of Spanish Fork City Power to construct a new 46KV transmission line out of the Dry Creek Substation over to the same connecting substation to meet the increasing capacity requirements of their load on their internal 46KV loop system connecting all of the City Distribution substations.

84 Through joint planning and collaboration Southern Utah Valley Power Systems (SUVPS) will  
work with Spanish Fork City Power to jointly construct the two 46KV circuits in the Power Line  
Easement being requested. This easement is on the east side of the old Suntana Raceway property that  
86 has recently been acquired by Springville City. The 30 foot wide easement will be adjacent to the Union  
Pacific railroad tracks starting at 1600 South and running south to the southern boundary of the City  
88 property.

There will be a total of six pole structures that will be placed in the easement along the Union  
90 Pacific railroad tracks starting with a pole at the 1600 West railroad crossing.

Spanish Fork City will be installing the pole structures and coordinating with SUVPS for the  
92 relocating of the existing power line to the new structures. All of the cost of the poles and installation  
will be covered by the Spanish Fork project budget. SUVPS will install a larger conductor on the new  
94 poles to meet the capacity growth in the SUVPS 46KV system. There will be no interruption of service  
to either the SUVPS system or the Spanish Fork Power system.

96 Councilmember Sorensen asked if there is any downside. Director Fredrickson replied it is an  
opportunity, Spanish Fork will pay for the poles and an upsize conductor will be installed.

98 Councilmember Sorensen asked if Springville will have use of the poles. Director Fredrickson  
replied yes, a pole attachment could be done at no cost.

100 Councilmember Child commended the Power Department on there were no power outages in  
Springville during the recent snow storm while other cities had problems. He expressed he appreciates  
102 what the Power Department does to keep the power on. Director Fredrickson thanked the Council for  
their support.

104  
COUNCILMEMBER SORENSEN MOVED TO APPROVE THE GRANTING OF A POWER  
106 LINE EASEMENT TO SOUTHERN UTAH VALLEY POWER SYSTEMS (SUVPS) FOR THE  
RELOCATION OF AN EXISTING 46KV POWER TRANSMISSION LINE ALONG WITH JOINT  
108 CONSTRUCTION ON THE SAME POLES BY SPANISH FORK CITY POWER.

110 COUNCILMEMBER CONOVER SECONDED THE MOTION. ALL PRESENT VOTED IN  
FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY

112 **6. Consideration of entering into an Interlocal Agreement with Mapleton City to allow a**  
**Mapleton resident at 1939 West 800 North, Mapleton to continue to sewer into**  
114 **Springville's Sewer System** – John Penrod, Assistant City Administrator/City Attorney

116 Attorney Penrod reported in 2001, Springville City and Mapleton City agreed to allow Richard  
Daybell to connect his property at 1939 West 800 North, Mapleton, Utah, into Springville City's sewer  
system until such time that Mapleton's sewer system would become available for the property to sewer  
118 into. Mr. Daybell then sold his property to the Williamsen's. The Williamsen's paid a sewer connection  
fee to Springville City and connected into Springville's sewer system.

120 In or around 2007, a new Mapleton sewer main was installed to the Williamsen's' property.  
However, the new Mapleton sewer main was installed a couple of feet too high for the Williamsen's to  
122 achieve gravity flow into the Mapleton sewer system. In order for the Williamsen's to connect into the  
Mapleton sewer system, they would have to install a lift station for their property.

124 According to a 2007 letter from Bob Bradshaw, Mapleton's City Administrator at the time,  
Springville and Mapleton agreed to continue to allow the Williamsen's' property to continue to sewer  
126 into Springville's sewer system.

128 The Williamsen's are currently considering selling their home and have asked that the cities  
formally agree to allow their property to continue to sewer into Springville's sewer system. Springville's  
130 ordinances require that the cities enter into an interlocal agreement to formalize the approval of the  
sewer connection into Springville.

132 Attorney Penrod noted the agreement lasts fifty years and the City has the option to terminate the  
agreement. Springville City shall continue to collect sewer fees directly from the owner of the Property.  
When requested, Mapleton agrees to provide Springville with water usage amounts for the Property to  
134 allow Springville to charge the owner of the Property the proper amount of sewer utility fees.

136 COUNCILMEMBER CREER MOVED TO APPROVE ENTERING INTO AN INTERLOCAL  
AGREEMENT WITH MAPLETON CITY TO ALLOW THE HOUSE LOCATED AT 1939 WEST 800  
138 NORTH, MAPLETON, UTAH TO CONTINUE TO SEWER INTO SPRINGVILLE'S SEWER  
SYSTEM.

140 COUNCILMEMBER SORENSEN SECONDED THE MOTION. ALL PRESENT VOTED IN  
FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY

142

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

144 Mayor Clyde asked for any further questions or reports.

146 Councilmember Conover commented he and Councilmember Sorensen visited with a group  
about finishing Community Park and explained what could get done. He stated they seemed to be in  
agreement.

148 Attorney Penrod provided information in a diagram of what could be done with the \$2.5 million,  
stating in part they could construct a second bathroom with storage for nets and equipment.

150 Councilmember Conover stated they requested a date or timeline to complete. Attorney Penrod  
commented funding would be in a lump sum. An option for use of the fields was discussed.

152 Mayor Clyde commented parking will need to be considered.

154 Councilmember Creer expressed the group needs to talk about how many fields they want to  
schedule and the agreement should clearly state what they will be receiving.

156 Attorney Penrod commented a deadline of 2020 for completion of the park will need to be  
discussed as it could possibly take longer. He asked the Council for direction on finishing the existing  
parks.

158 Councilmember Conover expressed they are interested in having playing space.

160 Mayor Clyde asked to have GSBS do a quick look at what can be done with Community Park  
and bring the information back to the Council. Administrator Fitzgerald replied they have internal  
estimates can share that information at the budget retreat.

162

### **CLOSED SESSION**

164 7. *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,*  
166 *exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

There was no closed session.

168

170

**ADJOURNMENT**

172 COUNCILMEMBER CONOVER MOVED TO ADJOURN THE CITY COUNCIL MEETING  
AT 7:37 P.M. COUNCILMEMBER CHILD SECONDED THE MOTION, AND ALL VOTED AYE.

174

176 *This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday,  
February 02, 2016.*

178 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville  
City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and  
180 complete record of this meeting held on Tuesday, February 02, 2016.*

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184

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Kim Rayburn  
City Recorder



MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON  
TUESDAY, FEBRUARY 16, 2016, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN  
STREET, SPRINGVILLE, UTAH.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present:  
Councilmember Craig Conover, Councilmember Jason Miller, Councilmember Chris Sorensen, City  
Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, and City  
Recorder Kim Rayburn.

Also present were: Public Safety Lieutenant Dell Gordon, Administrative Services Manager Rod  
Oldroyd, Buildings and Grounds Director Alex Roylance, Public Works Director Brad Stapley,  
Community Development Director Fred Aegerter, Recreation Director Corey Merideth, Power Director  
Leon Fredrickson, Library Director Pam Vaughn and Museum of Art Director Dr. Rita Wright. Excused  
from the meeting Councilmember Rick Child, Councilmember Christopher Creer and Assistant City  
Administrator/Finance Director Bruce Riddle.

#### **CALL TO ORDER**

Mayor Clyde welcomed everyone and called the meeting to order at 7:03 p.m.

#### **INVOCATION AND PLEDGE**

Councilmember Sorensen offered the invocation, and Councilmember Miller led the Pledge of  
Allegiance.

#### **APPROVAL OF THE MEETING'S AGENDA**

COUNCILMEMBER CONOVER MOVED TO APPROVE THE MEETING'S AGENDA AS  
WRITTEN. COUNCILMEMBER SORENSEN SECONDED THE MOTION, AND ALL VOTED  
AYE.

#### **MAYOR'S COMMENTS**

Mayor Clyde welcomed the Council, staff and audience.

#### **PUBLIC COMMENT**

Mayor Clyde introduced the Public Comment section of the agenda. He asked if there were any  
requests. Ms. Trinka Evjen requested to speak.

Mayor Clyde turned the time over to Ms. Trinka Evjen, a resident at 436 E. Center; Ms. Evjen  
stated last Saturday there was a horrendous accident on 400 East Center. She asked if solar lights could  
be used on all stop signs at this intersection. She expressed she was grateful for the second stop sign that  
was installed going east. Mayor Clyde thanked Ms. Evjen for her comments.

## CONSENT AGENDA

- 42 1. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
- 44 2. Approval of Minutes April 07, 2015 and April 14, 2015 regular meeting.
- 46 3. Approval of the Final Plan for Garden Homes at Millpond-Plat C Subdivision located in the area  
48 of 700 North 400 East in the R2-Residential Zone – Fred Aegerter, Community Development  
50 Director
4. Approval of the Preliminary Plan for Meadow Walk Subdivision located at approximately 850  
48 South 950 West in the R1-10 Single-Family Residential and WF-1 Westfield’s Overlay Zones –  
Fred Aegerter, Community Development Director

52 COUNCILMEMBER SORENSEN MOVED TO APPROVE THE CONSENT AGENDA AS  
WRITTEN. COUNCILMEMBER CONOVER SECONDED THE MOTION. ALL PRESENT  
VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

## REGULAR AGENDA

- 56 5. **Consideration of approval and adoption of a Resolution of the Springville City’s Municipal  
58 Wastewater Planning Report for 2015–** Juan Garrido, Storm Water/Waste Water  
Superintendent

60 Superintendent Garrido reported the Municipal Wastewater Planning Annual Report is a  
program established by the State of Utah Department of Environmental Quality to assist cities in their  
awareness of their wastewater collection and treatment facilities.

62 The purpose of the Municipal Wastewater Planning Annual Report is to allow Springville City to  
identify and solve potential problems in the Wastewater Collection System and the Wastewater  
64 Treatment Plant before they become serious and costly.

The report is a self-assessment report developed by the Department of Environmental Quality.  
66 Cities are requested to fill out and return the Self-Assessment Report and receive the following benefits  
when they do so; completion of the Self-Assessment Report gives Springville City additional points on  
68 the Utah Wastewater Project Priority List/System. The Priority List is used to allocate funds under the  
wastewater grant and loan programs. The results are used to focus on State’s technical assistance  
70 programs and Operator(s) completing these forms will be given operational continuing education units  
(CEU’s) for each form returned.

72 Superintendent Garrido explained the Spring Pointe area is in need of a lift station for the back  
part of the property and the Mechanical Plant will need to be in compliance by January 2020. Currently  
74 they are meeting all permit requirements.

Councilmember Sorensen asked what the plan is for improvements. Superintendent Garrido  
76 replied they will need to remove phosphorus and nitrogen from the water this in turn will increase the  
sludge production for compost. They will need a thickener for the sludge, in order to stabilize it for  
78 removal from the water. He expressed by combining all three components it will be a better value on  
investment.

80 Administrator Fitzgerald reported the capital project is on the five year plan and rates have been  
raised on wastewater, also the Plant was expanded in 2007. Stouffers was planning on participating and  
82 pulled out. He stated there are new rules now in place with implementation pending and they are  
watching for State programs.

84 Mayor Clyde asked about charging Stouffers more for pulling out of the plan. Administrator  
Fitzgerald replied their rates have increased more than others.

86 Councilmember Sorensen asked about the density of the sludge. Superintendent Garrido  
explained the process of bacteria in the sludge and that the thickener will help put it into a solid form,  
88 while compost production will go up.

Superintendent Garrido stated other cities are looking at eliminating their green waste, while  
90 Springville will provide its citizens with continued yard waste facility and compost for purchase.

Administrator Fitzgerald commented after reviewing the report regarding treatment costs,  
92 Stouffers is producing more and is a major player in our waste water plant.

94 COUNCILMEMBER CONOVER MOVED TO ADOPT **RESOLUTION #2016-01,**  
APPROVING SPRINGVILLE CITY'S MUNICIPAL WASTEWATER PLANNING REPORT FOR  
96 2015.

COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE IS RECORDED AS  
98 FOLLOWS:

100	COUNCILMEMBER CHILD	ABSENT
	COUNCILMEMBER CONOVER	AYE
	COUNCILMEMBER CREER	ABSENT
102	COUNCILMEMBER MILLER	AYE
	COUNCILMEMBER SORENSEN	AYE

104 THE MOTION PASSED. **RESOLUTION #2016-01 Approved**

106 Superintendent Garrido reviewed the asset management plan they are using to track projects and  
repairs.

108

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

110 Mayor Clyde asked for any further questions or reports. There were none.

### **CLOSED SESSION**

112 6. *The Springville City Council may temporarily recess the regular meeting and convene in a*  
114 *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*

116 There was no closed session.

### **ADJOURNMENT**

COUNCILMEMBER MILLER MOVED TO ADJOURN THE CITY COUNCIL MEETING AT  
120 7:41 P.M. COUNCILMEMBER SORENSEN SECONDED THE MOTION, AND ALL VOTED AYE.

122 *This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday,*  
*February 16, 2016.*

124 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville*  
126 *City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and*  
*complete record of this meeting held on Tuesday, February 16, 2016.*

128

130

---

Kim Rayburn  
City Recorder



MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON  
TUESDAY, MARCH 01, 2016, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN  
STREET, SPRINGVILLE, UTAH.

Mayor Pro Tem Conover presided. In addition to Mayor Pro Tem Conover, the following were present: Councilmember Rick Child, Councilmember Craig Conover, Councilmember Christopher Creer, Councilmember Jason Miller, Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle and City Recorder Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Buildings and Grounds Director Alex Roylance, Public Works Director Brad Stapley, Recreation Director Corey Merideth, Power Director Leon Fredrickson, Library Director Pam Vaughn and Museum of Art Director Dr. Rita Wright. Excused from the meeting Mayor Wilford W. Clyde

**CALL TO ORDER**

Mayor Pro Tem Conover welcomed everyone and called the meeting to order at 7:00 p.m.

**INVOCATION AND PLEDGE**

Councilmember Miller offered the invocation, and Councilmember Sorensen led the Pledge of Allegiance.

**APPROVAL OF THE MEETING’S AGENDA**

COUNCILMEMBER CHILD MOVED TO APPROVE THE MEETING’S AGENDA AS WRITTEN. COUNCILMEMBER SORENSEN SECONDED THE MOTION, AND ALL VOTED AYE.

**MAYOR’S COMMENTS**

Mayor Pro Tem Conover welcomed the Council, staff and audience. He observed scouts and students in the audience and asked them to stand and introduce themselves. Scouts from Troops #924, 1476, 944 and 639 were in attendance.

**PUBLIC COMMENT**

Mayor Pro Tem Conover introduced the Public Comment section of the agenda. He asked if there were any requests. Mr. Ernest Farr requested to speak.

Mayor Pro Tem Conover turned the time over to Mr. Ernest Farr, a resident at 700 East 400 North; Mr. Farr explained he was approved to install a six foot fence on his property and said he is seeing more and more deer in his yard and before he installs a fence he would like to get approval for an eight foot chain link fence behind his home. Attorney Penrod replied according to ordinance it allows for a six foot chain link fence and explained the Council would need to agree to change the ordinance.

42 Administrator Fitzgerald suggested Mr. Farr contact the Community Development Department and discuss the change with them.

44 Mayor Pro Tem Conover suggested looking at the current ordinance and to gather more information on the pros and cons with fence height and deer.

46 Administrator Fitzgerald replied he will pass the information on to Community Development and have more information available for a work study meeting.

48 **CEREMONIAL**

50 1. Presentation of the 2015 Trust Accountability Program Award – Brent Oakeson, Utah Local Governments Trust

52 Josh McKell and Brent Oakeson with the Utah Local Governments Trust presented the 2015 TAP (Trust Accountability Program) Award to the City. Mr. Oakeson stated the City earned the TAP Award for implementing the best practices to reduce claims and with the award the City will receive a 5% discount on liability insurance. Mr. McKell stated this is the third year the City has received the award and acknowledged John Penrod, Assistant City Administrator/City Attorney; Troy Fitzgerald, City Administrator and Bruce Riddle, Assistant City Administrator/Finance Director for their contribution and dedication to risk management. Mr. McKell stated out of 550 members less than 100 receive this award.

60 **CONSENT AGENDA**

- 62 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.  
64 3. Approval of Minutes for April 21, 2015 and May 05, 2015 Regular Council meeting and February 09, 2016 Work/Study meeting.

66 COUNCILMEMBER CREER MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN. COUNCILMEMBER CHILD SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

68 **REGULAR AGENDA**

70 4. **Consideration of a bid award and contract for the 700 North road extension project to Condie Construction in the amount of \$184,000.00 – Jeff Anderson, City Engineer**

72 Public Works Director Stapley reported currently 700 North terminates at 200 East adjacent to property owned by the Department of Natural Resources (DNR) and does not continue to the east. For the road to continue east, eventually connecting to 400 East the City realized they needed to obtain a ROW (right of way) across the DNR property and would need to construct the roadway themselves, he explained the road is not required for the subdivision, the City would like the road and it meets the standards. Director Stapley reported sidewalks will be installed along the new road and he will ask public works staff to include a crosswalk west of where the sidewalk dead-ends into a hillside along the property owned by the LDS Church.

80 Councilmember Sorensen commented he has concerns about not having a sidewalk on the south side of the road and the City should work with the Church on getting a sidewalk installed. Director Stapley explained with the elevation of the road a sidewalk would need to be raised three feet and because of a pipeline it could not be excavated.

84 Attorney Penrod replied given the amounts of the bids he would like to verify state code  
requirements, if approved please state contingent upon City Attorney approval.

86  
87 COUNCILMEMBER CREER MOVED TO AWARD THE 700 NORTH EXTENSION - 200  
88 EAST TO 250 EAST PROJECT TO CONDIE CONSTRUCTION COMPANY IN THE AMOUNT OF  
\$184,183.09 AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO ISSUE A NOTICE TO  
90 PROCEED FOR THE PROJECT CONTINGENT UPON APPROVAL OF THE CITY ATTORNEY.

91 COUNCILMEMBER CHILD SECONDED THE MOTION. COUNCILMEMBER CREER,  
92 COUNCILMEMBER CONOVER, COUNCILMEMBER MILLER AND COUNCILMEMBER CHILD  
VOTED IN FAVOR OF THE MOTION, COUNCILMEMBER SORENSEN VOTED NAY, THE  
94 MOTION PASSED 4 TO 1.

96 **5. Consideration of a purchase agreement from the Sumsions regarding Sewer, Power and  
Storm Water Easements – John Penrod, Assistant City Administrator/City Attorney**

97 Attorney Penrod explained in or around 2005, sewer and storm drain lines were installed across  
property owned by Elvin Gene Sumsion, Craig Sumsion and Sumsion Farms, L.C. (hereinafter referred  
100 to as the “Sumsions”). In addition to the sewer and storm drain lines, in or around 2007, power lines  
were installed across the western end of the Sumsions’ property. The infrastructure was installed with  
102 the Sumsions’ permission, but the City has not yet paid the Sumsions’ for the easements. The Sumsions’  
have been represented by a number of attorneys on this matter, but nothing has been agreed to until now.

103 The sewer and storm drain total approximately 35,610 square feet. According to appraisals and  
other information, sewer and storm drain easements are valued at 25% to 33% of the land. Since the  
106 time that the infrastructure was installed, an appraiser has valued the Sumsions’ property as much as  
\$97,500. This would result in sewer or storm drain easements valued up to \$26,302. The Sumsions’ are  
108 asking \$24,000 for the easements.

109 The power easement totals approximately 7,800 square feet. A power easement is worth up to  
110 50% to 75% of the property value. The Sumsions’ are asking \$15,000 for the easement.

111 COUNCILMEMBER SORENSEN MOVED TO APPROVE PURCHASING FROM ELVIN  
GENE SUMSION, CRAIG SUMSION, AND SUMSION FARMS, L.C. SEWER AND STORM  
114 DRAIN EASEMENTS TOTALING APPROXIMATELY 35,610 SQUARE FEET FOR THE SUM OF  
\$24,000 AND A POWER EASEMENT TOTALING APPROXIMATELY 7,800 SQUARE FEET FOR  
116 THE SUM OF \$15,000.

117 COUNCILMEMBER CREER SECONDED THE MOTION. ALL PRESENT VOTED IN  
118 FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY

120 **6. Consideration of a Construction Management/General Contractor (CM/GC) award to  
Hogan & Associates Construction for the Aquatics and Activities Center – John Penrod,  
122 Assistant City Administrator/City Attorney**

123 Attorney Penrod reported on January 29, 2016, Springville issued the Request for Proposals  
124 #2106-02 that requested proposals from qualified construction management and general contractor  
 (“CM/GC”) firms to help construct the City’s new aquatics and activities center. The City received  
126 responses from the following firms:

Hogan & Associates Construction

128 Hughes Construction  
Layton Construction Company, LLC  
130 Okland Construction  
Westland Construction  
132 Zwick Construction

134 A selection committee that included Brent Tippets, Councilmember Chris Creer, Troy Fitzgerald  
City Administrator, Bruce Riddle Assistant City Administrator/Finance Director, John Penrod Assistant  
City Administrator/City Attorney, Alex Roylance Building and Grounds Director and Corey Merideth  
136 Recreation Director evaluated the above firms based on minimum qualifications, fee proposals,  
references/past projects, strength of contractor's team and project management approach. The selection  
138 committee was impressed with the proposals submitted. Based upon the evaluation criteria, the selection  
committee recommends using Hogan & Associates Construction.

140 Hogan has constructed several aquatic and recreation centers, including, but not limited to, the  
South Davis Recreation Center, Clearfield Recreation and Aquatic Center, Farmington Gymnasium and  
142 City Sports Park (under construction) and Corner Canyon High School's Charger Arena. In addition to  
Hogan's experience, the firm submitted one of the lowest fee proposals (\$514,400) and is committed to  
144 getting the project done on schedule and within the budget.

146 Councilmember Child asked if they are self-bidding. Mr. Jared Buckley replied they turn in their  
bid 24 hours before sub-contractors.

148 COUNCILMEMBER CREER MOVED TO APPROVE HOGAN & ASSOCIATES  
CONSTRUCTION AS THE CONSTRUCTION MANAGEMENT AND GENERAL CONTRACTOR  
150 FIRM FOR SPRINGVILLE'S NEW AQUATICS AND ACTIVITIES CENTER AND AUTHORIZE  
ENTERING INTO THE AIA DOCUMENT A113-2009 – OWNER AND CONSTRUCTION  
152 MANAGER CONTRACT WITH HOGAN IN ACCORDANCE WITH THE CITY'S RFP #2016-02.

154 COUNCILMEMBER MILLER SECONDED THE MOTION. ALL PRESENT VOTED IN  
FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY

156 **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

Mayor Pro Tem Conover asked for any further questions or reports. There was none.

158 **CLOSED SESSION**

160 7. *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,*  
162 *exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

There was no closed session.

164 **ADJOURNMENT**

166 COUNCILMEMBER CHILD MOVED TO ADJOURN THE CITY COUNCIL MEETING AT  
7:48 P.M. COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL VOTED AYE.

168



## STAFF REPORT

**DATE:** March 8, 2016

**TO:** Honorable Mayor and City Council

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

**SUBJECT: FINAL APPROVAL FOR THE SUNDIAL OFFICE PARK  
CONDOMINIUMS LOCATED IN THE AREA OF 775 WEST 1200  
NORTH IN THE BP-BUSINESS PARK ZONE.**

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### RECOMMENDED MOTION

Move to grant final approval for the Sundial Office Park Condominiums located in the area of 775 West 1200 North in the BP-Business Park Zone.

### SUMMARY OF ISSUES/FOCUS OF ACTION

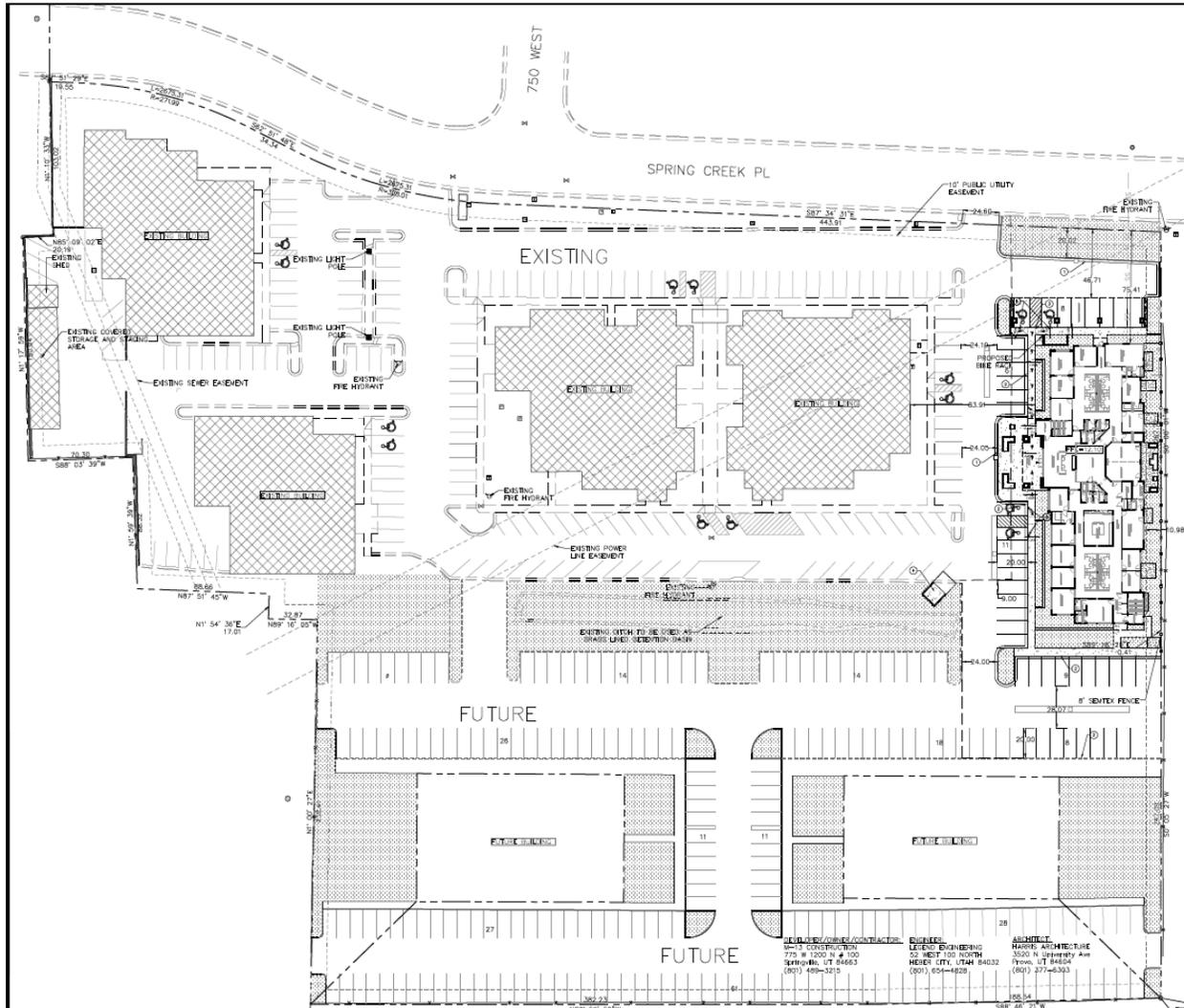
Does the proposed development meet the criteria found in Title 14, Chapter 6, of Springville City Code?

### BACKGROUND

The applicant is requesting approval to convert the existing and future buildings in the office park to commercial condominiums. This will allow each building to be owned separately with common areas remaining throughout for parking and landscaping.



There are four existing buildings within the development. Administrative site plan approval was granted for a new building in the office complex on September 3, 2014, which will be located on the northeast portion of the development. There are two additional office buildings proposed for future development on the south portion of the complex.



**DISCUSSION**

The Development Review Committee reviewed the site plan on March 13, 2015 and provided the applicant with a copy of redlined comments on the submitted plans and checklist. All items have since then been addressed.

The Planning Commission considered the application at the February 23, 2016 meeting as part of the consent agenda.

COMMISSION ACTION: Commissioner Clyde moved to approve the consent agenda. Commissioner Mertz seconded the motion. Approval was unanimous.

**Commission Vote**

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Craig Huff	X	
Frank Young	X	
Genevieve Baker	X	
Joyce Nolte	Excused	
Michael Clay	X	
Brad Mertz	X	
Carl Clyde	X	

Laura Thompson  
City Planner

Attachments

cc: Mike Morley

# SUNDIAL OFFICE PARK CONDOMINIUMS

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29 TOWNSHIP 7 SOUTH, RANGE 3 EAST  
SALT LAKE BASE AND MERIDIAN, UTAH COUNTY UTAH

AUGUST 28, 2015

**SURVEYOR'S CERTIFICATE**  
I Travis J. Daley do hereby certify that I am a Professional Land Surveyor and That I hold certificate No. 6387184 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I further certify that, by the authority of the owner, I have completed a survey of the tract of land shown hereon in accordance with Section 17-23-17. That I have verified all measurements and have placed monuments as represented on this plat.



Travis J. Daley, P.L.S. Date

## BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT EAST 498.60 FEET, AND SOUTH 1637.98 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE SOUTH 87°51'29" EAST 19.55 FEET; THENCE 118.68 FEET ALONG THE ARC OF A 272.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 75°21'48" EAST 117.74 FEET; THENCE SOUTH 62°51'48" EAST 34.34 FEET; THENCE 114.01 FEET ALONG THE ARC OF A 328.22 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 75°26'33" EAST 142.86 FEET); THENCE SOUTH 87°34'32" EAST 443.91 FEET; THENCE SOUTH 00°00'01" WEST 267.72 FEET; THENCE SOUTH 89°18'20" EAST 00.41 FEET; THENCE SOUTH 00°05'27" WEST 247.09 FEET; THENCE SOUTH 88°46'21" WEST 188.54 FEET; THENCE NORTH 89°59'59" WEST 382.23 FEET; THENCE NORTH 01°00'02" EAST 258.41 FEET; THENCE NORTH 89°18'05" WEST 32.87 FEET; THENCE NORTH 01°54'38" EAST 17.01 FEET; THENCE 87°51'48" WEST 88.67 FEET; THENCE NORTH 01°59'39" WEST 88.32 FEET; THENCE SOUTH 88°03'39" WEST 70.30 FEET; THENCE NORTH 01°18'01" WEST 150.03 FEET; THENCE NORTH 85°09'02" EAST 20.19 FEET; THENCE NORTH 01°10'33" WEST 103.02 FEET TO THE POINT OF BEGINNING. CONTAINS 357,830 SQ.FT. OR 8.215 ACRES MORE OR LESS.

### SURVEYOR'S NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO CREATE THE "SUNDIAL OFFICE PARK CONDOMINIUMS" COMBINING PARCELS 52:794:0004, 52:794:0005, 52:794:0007, 52:794:0008, AND 52:794:0003.

SUNDIAL OFFICE PARK LLC, REQUESTED THE SURVEY WORK. BUILDINGS A-D, ARE EXISTING STRUCTURES. BUILDINGS "E" WILL BE CONSTRUCTED IN THE FUTURE THE BASIS OF BEARING IS AS SHOWN HEREON.

REFERENCES USED INCLUDE BUT ARE NOT LIMITED TO  
1. SURVEY 99-393 PERFORMED BY COLE SURVEYING AND ENGINEERING  
2. SPRING CREEK INDUSTRIAL PARK PLAT "A" BOOK, PLAT 7599-88 (BOTH OF WHICH ARE ON FILE AND OF OFFICIAL RECORD)

### OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the Surveyor's Certificate consent to the recording of this map and declaration and thereby submits the described land to the provisions of the Utah Condominium Ownership Act; Owner hereby dedicates any public streets reflected on the map for use by the general public and declares all other driveways or private streets reflected on the map to be private and intended for use only by owners of Condominium units within the project, their guests and invitees, as reflected in the provisions of the associated declaration to be recorded simultaneously.

The undersigned owners hereby offer and convey to all public utility agencies their successors and assigns, a permanent easement and right-of-way in and to those areas reflected on the map as "common areas" for the construction and maintenance of approved public utilities and appurtenances, together with the right of access thereto.

The undersigned owners in recording this plat have designated certain areas of land as private areas, common areas, and streets or other common areas intended for use by owners of the condominium units within the project, and are hereby reserved for their common use and enjoyment as more fully set forth in the provisions of the project's declaration.

SUNDIAL OFFICE PARK LLC, MANAGER Date

### ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ ) S.S.  
On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2016 personally appeared before me, the undersigned notary public, the signer of the above Owner's Dedication, who duly acknowledged to me that he signed it freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

### CITY OF SPRINGVILLE

The CITY OF SPRINGVILLE, approves this Condominium Plat subject to the conditions and restrictions stated hereon, and hereby accepts all easements, and parcels of land intended for public purposes for the perpetual use of the public this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2016.

MAYOR \_\_\_\_\_  
CITY RECORDER \_\_\_\_\_

### CITY ATTORNEY

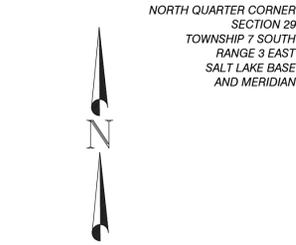
Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016, by the CITY ATTORNEY OF SPRINGVILLE CITY.  
CITY ATTORNEY \_\_\_\_\_

### SPRINGVILLE CITY PLANNING COMMISSION APPROVAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016, by the Planning Commission of SPRINGVILLE CITY.  
Chairman, Planning Commission \_\_\_\_\_

SURVEYOR	NOTARY	CITY ENGINEER	CITY RECORDER

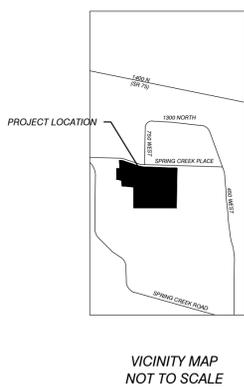
SHEET 1 OF 4



**LEGEND**

- UTAH COUNTY MONUMENT AS NOTED
- SET 5/8"x24" REBAR AND CAP MARKED "LEGEND ENGINEERING"
- BOUNDARY LINE
- PREVIOUS PARCEL LINES
- 10' PUBLIC UTILITY EASEMENT
- RIGHT-OF-WAY
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- EXISTING EASEMENTS AS NOTED
- EXPANDABLE AREA
- PRIVATE AREA
- COMMON AREA (INTENTIONALLY LEFT BLANK)
- LIMITED COMMON

Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	S89° 52' 04.64"E	85.90	L37	N90° 00' 00.00"E	37.86	L73	N89° 59' 59.00"W	2.00
L2	N0° 02' 16.04"E	104.14	L38	S0° 00' 00.00"E	16.50	L74	S0° 00' 01.00"W	16.50
L3	N89° 57' 39.62"W	37.94	L39	N90° 00' 00.00"E	19.44	L75	S89° 59' 59.00"E	2.00
L4	N0° 02' 15.90"E	19.98	L40	N0° 00' 00.00"E	8.19	L76	S0° 00' 01.00"W	27.65
L5	N89° 57' 48.74"W	20.10	L41	N90° 00' 00.00"E	6.14	L77	N89° 59' 59.00"W	2.00
L6	N0° 02' 15.38"E	7.91	L42	N90° 00' 00.00"W	11.26	L78	S0° 00' 01.00"W	25.21
L7	N89° 58' 28.42"W	27.95	L43	N0° 00' 00.00"E	29.67	L79	S89° 59' 59.00"E	2.00
L8	N0° 02' 15.36"E	6.21	L44	N90° 00' 00.00"E	11.26	L80	S0° 00' 01.00"W	46.28
L9	N89° 57' 44.03"W	27.95	L45	N0° 00' 00.00"E	40.93	L81	N89° 59' 59.00"W	2.00
L10	S0° 07' 14.32"W	70.65	L46	N90° 00' 00.00"W	11.26	L82	S0° 00' 01.00"W	28.09
L11	S89° 52' 45.68"E	12.09	L47	N0° 00' 00.00"E	26.60	L83	S89° 59' 59.00"E	1.61
L12	S0° 02' 16.27"W	29.43	L48	N90° 00' 00.00"E	11.26	L84	S0° 00' 01.00"W	22.50
L13	S89° 57' 43.73"E	16.05	L49	N0° 00' 00.00"E	10.23	L85	N89° 59' 59.00"W	10.87
L14	S0° 02' 16.27"W	37.99	L50	N90° 00' 00.00"E	25.58	L86	N0° 00' 01.00"E	1.12
L16	N0° 00' 00.00"E	11.26	L51	S0° 00' 00.00"E	5.12	L87	N89° 59' 59.00"W	35.74
L17	N90° 00' 00.00"E	11.26	L52	N90° 00' 00.00"E	47.07	L88	N0° 00' 01.00"E	5.50
L18	N0° 00' 00.00"E	29.67	L53	N0° 00' 00.00"E	6.14	L89	N89° 59' 59.00"W	15.50
L19	N90° 00' 00.00"W	11.26	L54	N90° 00' 00.00"E	25.58	L90	N0° 00' 01.00"E	69.00
L20	N0° 00' 00.00"E	41.95	L55	S0° 00' 00.00"E	6.51	L91	N89° 59' 59.00"W	2.00
L21	N90° 00' 00.00"E	11.26	L56	N90° 00' 00.00"E	13.30	L92	N0° 00' 01.00"E	16.00
L22	N0° 00' 00.00"E	26.60	L57	S0° 00' 00.00"E	89.67	L93	N89° 59' 59.00"W	4.04
L23	N90° 00' 00.00"W	11.26	L58	N90° 00' 00.00"W	13.30	L94	N0° 00' 01.00"E	34.27
L24	N0° 00' 00.00"E	11.26	L59	S0° 00' 00.00"E	12.28	L95	N89° 59' 59.00"W	4.63
L25	N90° 00' 00.00"W	26.60	L60	N90° 00' 00.00"W	24.56	L96	N0° 00' 01.00"E	12.10
L26	S0° 00' 00.00"E	11.26	L61	S0° 00' 00.00"E	12.28	L97	S89° 59' 59.00"E	9.67
L27	N90° 00' 00.00"W	21.49	L62	N90° 00' 00.00"W	48.09	L98	N0° 00' 01.00"E	46.62
L28	N0° 00' 00.00"E	11.26	L63	S0° 00' 00.00"E	8.19	L99	N89° 34' 09.17"W	79.46
L29	N90° 00' 00.00"W	50.14	L64	N90° 00' 00.00"W	19.44	L100	S0° 29' 17.90"W	60.12
L30	S0° 00' 00.00"E	12.28	L65	N0° 00' 00.00"E	8.19	L101	N90° 00' 00.00"E	24.72
L31	N90° 00' 00.00"W	23.53	L67	N90° 00' 00.00"W	6.14	L102	S0° 29' 17.90"W	46.04
L32	S0° 00' 00.00"E	42.98	L68	N0° 00' 00.00"E	12.28	L103	N90° 00' 00.00"E	83.01
L33	N90° 00' 00.00"E	23.53	L69	S89° 59' 59.00"E	15.50	L104	N0° 20' 55.15"E	93.94
L34	S0° 00' 00.00"E	54.23	L70	N0° 00' 01.00"E	4.00	L105	N89° 02' 42.57"W	28.03
L35	N90° 00' 00.00"E	34.79	L71	S89° 59' 59.00"E	48.00	L106	N0° 29' 17.90"E	11.16
L36	S0° 00' 00.00"E	11.26	L72	S0° 00' 01.00"W	22.38			



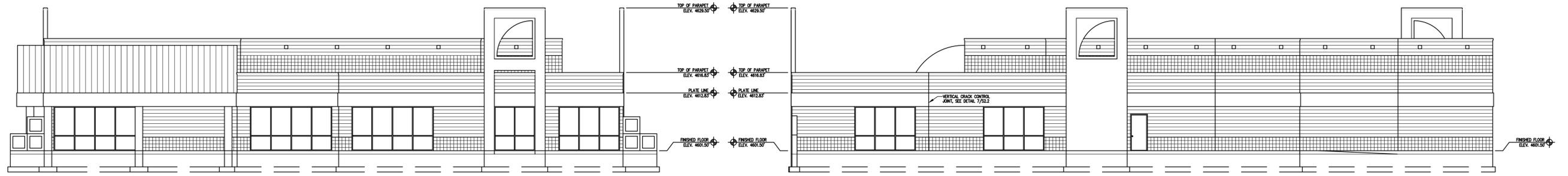
LEGEND ENGINEERING, LLC  
52 WEST 100 NORTH  
HEBER CITY, UT 84032  
PHONE: 435-654-4828  
TOLL FREE FAX: 1-866-310-9972  
www.legendengineering.com

# SUNDIAL OFFICE PARK CONDOMINIUMS

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29 TOWNSHIP 7 SOUTH, RANGE 3 EAST

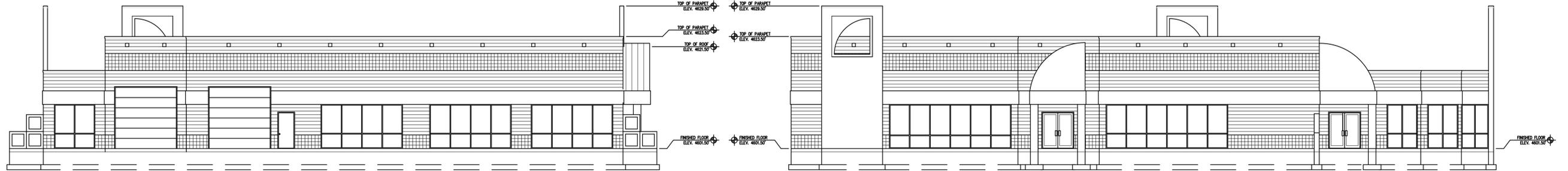
SALT LAKE BASE AND MERIDIAN, UTAH COUNTY UTAH

AUGUST 28, 2015



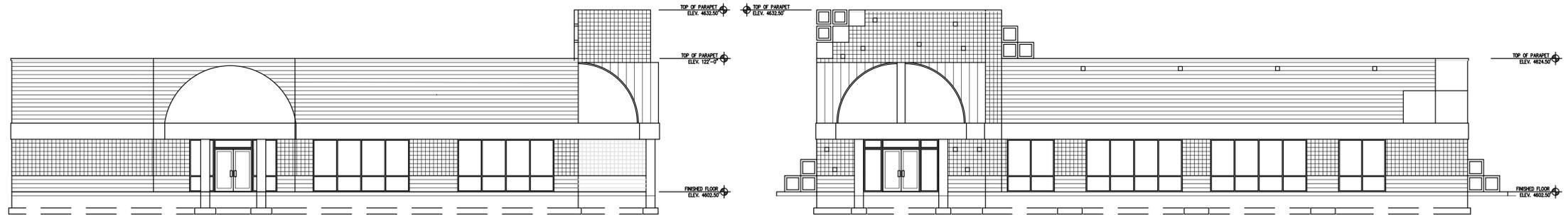
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BUILDING A WEST ELEVATION



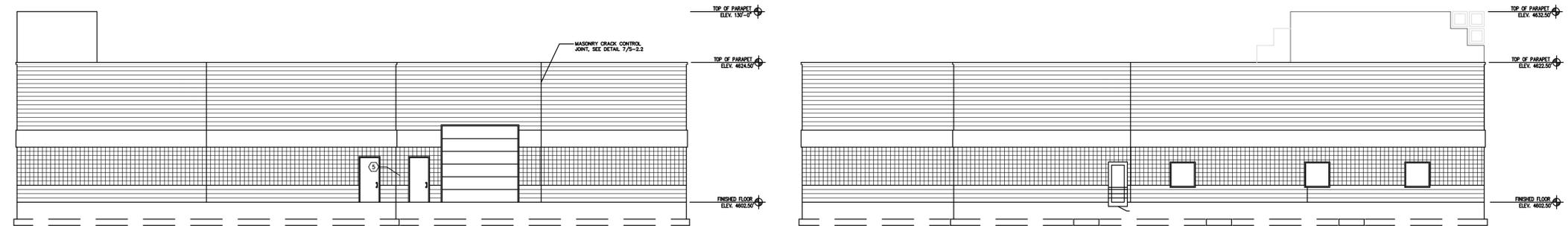
BUILDING A SOUTH ELEVATION

BUILDING A EAST ELEVATION



BUILDING B EAST ELEVATION

BUILDING B NORTH ELEVATION

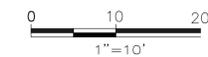


BUILDING B WEST ELEVATION

BUILDING B SOUTH ELEVATION



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52 WEST 100 NORTH  
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SURVEYOR	NOTARY	CITY ENGINEER	CITY RECORDER

# SUNDIAL OFFICE PARK CONDOMINIUMS

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29 TOWNSHIP 7 SOUTH, RANGE 3 EAST

SALT LAKE BASE AND MERIDIAN, UTAH COUNTY UTAH

AUGUST 28, 2015



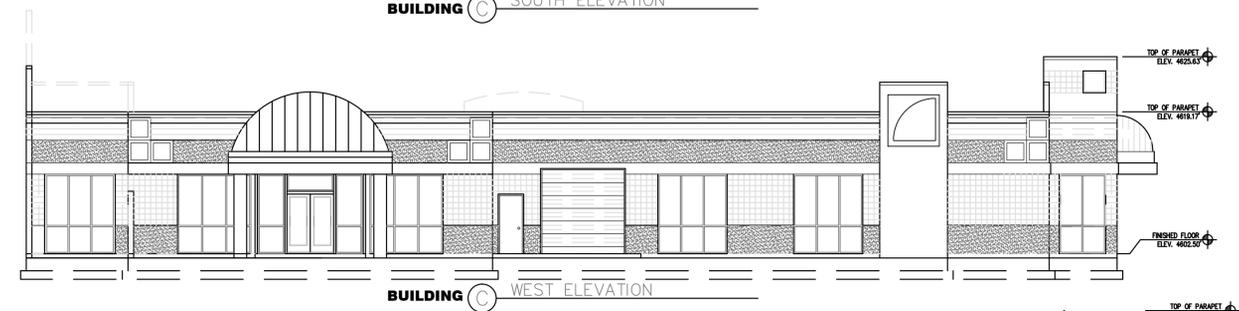
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BUILDING C SOUTH ELEVATION



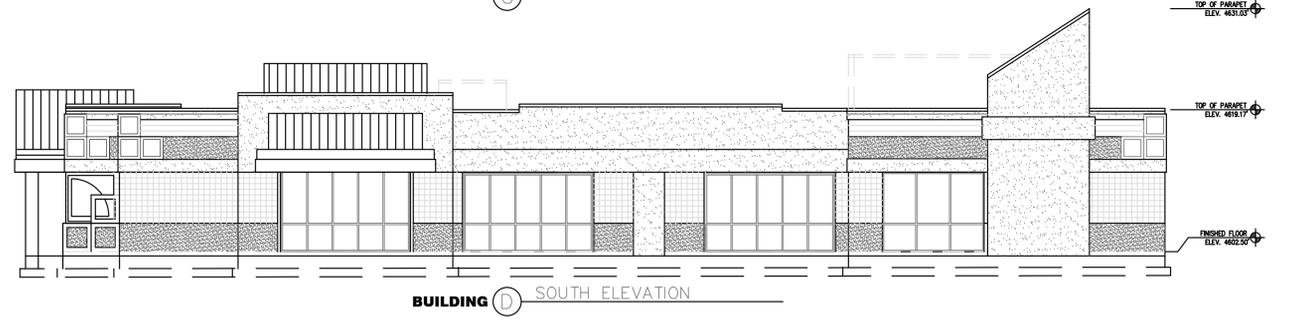
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BUILDING C WEST ELEVATION



BUILDING D NORTH ELEVATION



BUILDING D SOUTH ELEVATION



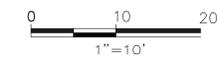
BUILDING D EAST ELEVATION



BUILDING D WEST ELEVATION



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SURVEYOR	NOTARY	CITY ENGINEER	CITY RECORDER

# SUNDIAL OFFICE PARK CONDOMINIUMS

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29 TOWNSHIP 7 SOUTH, RANGE 3 EAST

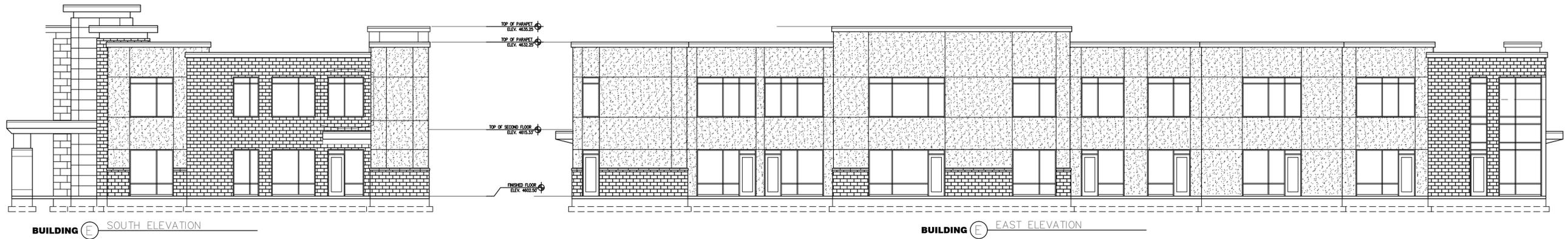
SALT LAKE BASE AND MERIDIAN, UTAH COUNTY UTAH

AUGUST 28, 2015



BUILDING E NORTH ELEVATION

BUILDING E WEST ELEVATION

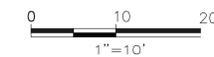


BUILDING E SOUTH ELEVATION

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SURVEYOR	NOTARY	CITY ENGINEER	CITY RECORDER



## STAFF REPORT

**DATE:** March 10, 2016

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

**FROM:** John Penrod, City Attorney

**SUBJECT:** **CONSIDERATION OF ENTERING INTO A CONTRACT WITH THE UNITED STATES GOVERNMENT THAT IS ENTITLED, “CONTRACT FOR GRANT OF CONSERVATION EASEMENT AND CONVEYANCE OF FEE TITLE FOR THE EAST HOBBLE CREEK RESTORATION PROJECT” AND ALL DOCUMENTS ASSOCIATED WITH THE CONTRACT.**

### RECOMMENDED ACTION

Motion to Approve entering into the Contract for Grant of Conservation Easement and Conveyance of Fee Title for the East Hobble Creek Restoration Project with the United States of America and all documents associated with the Contract.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - To invest in the acquisition, preservation, maintenance, and enhancement of parks, facilities, and open spaces to provide a wide range of opportunities and healthy experiences.

Community Parks – The general plan defines a community park as a park designed to provide a wide variety of recreation opportunities for all residents and visitors.

### BACKGROUND

The City and the Central Utah Water Conservatory District, acting on behalf of the United States of America, have been negotiating the Contract for Grant of Conservation Easement and Conveyance of Fee Title for the East Hobble Creek Restoration Project as it relates to Springville’s Community Park. As part of the June Sucker Project, CUWCD wants to significantly enhance Hobble Creek immediately south of the Community Park. The proposed contract grants the United States government three perpetual easements and three temporary easements that allow CUWCD to enhance Hobble Creek for its June Sucker Project.

The map that outlines the different properties and easements and the proposed contract are attached for your review. The following are some of the provisions in the proposed contract:

Compensation. As part of the proposed agreement, neither party will receive compensation other than the value of property exchanged and improvements that will be installed.

### CITY COUNCIL AGENDA

Property Granted to the City. The USA will grant via quitclaim deed 4.07 acres of property on the south side of Hobble Creek. The City will be able to use a portion of the 4.07 acres of property for the 1200 West infrastructure.

Perpetual Easements. The City will grant to the USA three perpetual easements that total approximately 7.23 acres. The perpetual easement areas are planned to remain natural, and the City is limited to what they are allowed to do within these easement areas. The City may not build any structures, post any billboards, or deposit any refuse, and must work with the CUWCD to install utilities within the easement area in order to limit the disturbance of any utilities. The City may place paved trails on the berms within the easement area but will be limited to dirt trails/pathways in other areas of the easement area. In addition, the City will have minor maintenance requirements in the easement area, which includes some pruning and trash clean up. The City will be required to warranty the easements. CUWCD shall pay for all title insurance and other costs associated with completing the transaction.

Temporary Easements. The City will grant three temporary easements that will terminate once the construction within the easement areas is completed.

Wetland Mitigation. There is approximately 2 acres within the easement areas that the City will be able to use to mitigate wetlands that exist in Community Park. The City is working with CUWCD and the Army Corp of Engineers to utilize the 2 acres for wetland mitigation. It is looking like the City will be allowed to use the 2 acres to mitigate the wetlands. However, the United States Government will not warrant in the agreement that the acres will definitely meet the Army Corp's standards for wetland mitigation. As such, there is a risk that the City may never see any wetland mitigation benefit as part of the transaction.

Indemnification. The City is required to indemnify the USA for any negligent acts of the City's employees, agents or assigns within the easement areas.

Director Alex Roylance recommends this Hobble Creek Project as a benefit to enhancing recreation in Community Park. CUWCD and Director Roylance have worked together to limit the amount of future field space that the Hobble Creek Project will occupy.

## **FISCAL IMPACT**

There will be no fiscal impact. At the end of the day, the agreement requires the United States government to deed the City 4.07 acres, and the City will deed approximately 7.23 acres of conservation easement to the United States government.

Attachments:     Proposed Contract  
                          Parcel/Easement Map

Contract No. \_\_\_\_\_

UNITED STATES OF AMERICA  
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION

CENTRAL UTAH PROJECT COMPLETION ACT

CONTRACT FOR GRANT OF CONSERVATION EASEMENT AND FOR CONVEYANCE  
OF FEE TITLE FOR THE

**EAST HOBBLE CREEK RESTORATION PROJECT**

THROUGH DONATION

THIS CONTRACT FOR GRANT OF CONSERVATION EASEMENT AND FOR CONVEYANCE OF FEE TITLE (Contract), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Act of April 11, 1956 (70 Stat. 105, 43 U.S.C. 620, et seq., (1982) and all Acts amendatory thereof or supplementary thereto, and pursuant to the provisions of the Reclamation Projects Authorization and Adjustment Act of 1992, P.L. 102-575, as amended (106 Stat. 4648), particularly Section 301(h)(7), between THE UNITED STATES OF AMERICA, and its assigns, hereinafter styled the United States, acting through such officer as is authorized therefor by the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION, and CITY OF SPRINGVILLE, A MUNICIPAL CORPORATION, hereinafter styled SPRINGVILLE CITY,

WITNESSETH, THAT:

WHEREAS, SPRINGVILLE CITY is the owner of certain lands within the area identified as the Springville Community Park over and through which Hobble Creek flows, which are worthy of conservation; and

WHEREAS, the USA desires to construct the East Hobble Creek Restoration Project to conserve, rehabilitate, restore and enhance Hobble Creek in an effort to restore its natural values while providing compatible uses for the Springville Community Park; and

WHEREAS, the environmental effects of the proposed restoration and enhancement of the Hobble Creek channel and riparian corridor were analyzed and disclosed in the 2013 Final Environmental Assessment and Finding of No Significant Impact for East Hobble Creek Restoration Project in Utah County, Utah; and

WHEREAS, SPRINGVILLE CITY desires to donate a perpetual conservation easement to the United States over a portion of the Springville Community Park as described further herein for the East Hobble Creek Restoration Project, and waives its right to an appraisal and declines compensation as provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894); and

WHEREAS, the USA owns 4.069 acres on the south bank of Hobble Creek adjacent to the Springville Community Park, and desires to incorporate its property for the East Hobble Creek Restoration Project; and

WHEREAS, the USA desires to convey fee title of its 4.069-acre property adjacent to the Springville Community Park to SPRINGVILLE CITY while reserving to the USA conditions to conserve, rehabilitate, restore and enhance Hobble Creek; and

WHEREAS, the purpose of this Contract is to facilitate the conveyance of required deeds between SPRINGVILLE CITY and the United States for the United States to construct the East Hobble Creek Restoration Project and for both Parties to preserve and protect in perpetuity open areas where the restored Hobble Creek can meander without obstruction; and

WHEREAS, Section 301(10) of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended (84 Stat. 1904, 101 Stat 255, 42 U.S.C. § 4651) provides that a party whose real property is being acquired by the United States may donate such property or interest therein to the United States, after having been fully informed of the right to receive just compensation for such property; and

WHEREAS, SPRINGVILLE CITY waives its right to an appraisal and its right to just compensation as per the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended; and

WHEREAS, the actions described above will require execution of documents by the parties hereto:

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Parties hereto agree as follows:

1. a. SPRINGVILLE CITY acknowledges it has been informed of its right to an appraisal and its right to just compensation under Section 301(10) of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended (84 Stat. 1904, 101 Stat 255, 42 U.S.C. § 4651) which provides that a party whose real property is being acquired by the United States may donate such property or interest therein to the United States, after having been fully informed of the right to receive just compensation for such property and has waived its right to an appraisal and its right to just compensation as per the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.
- b. SPRINGVILLE CITY warrants that it is the sole owner of the following described real property over which a Conservation Easement is to be conveyed to the United States, and upon execution of this Contract by all parties, SPRINGVILLE CITY shall convey with covenants of warranty to the United States, its heirs, successors, and assigns, by separate Warranty Deed of Easement substantially in the form attached as Exhibit A, a conservation easement (Parcel 1 Easement and Parcel 2 Easement) in perpetuity, hereinafter referred to as the "conservation easement" over and across the following described property, subject to the terms and conditions

set forth herein. SPRINGVILLE CITY shall also convey by warranty deed a temporary access easement to the conservation easement and a temporary construction easement, substantially in the form attached as Exhibit B, to be used during construction of the East Hobble Creek Restoration Project, which temporary easements shall terminate at the conclusion of construction.

### Property Descriptions

#### Parcel 1 Easement

Commencing South 743.95 feet and East 237.95 feet, from the West Quarter Corner of Section 29, Township 7 South, Range 3 East, Salt Lake Base and Meridian, thence North 85°30'28" East 86.17 feet; thence South 83°37'1" East 70.07 feet; thence South 69°8'38" East 80.15 feet; thence South 59°44'43" East 62.82 feet; thence South 58°45'48" East 35.76 feet; thence South 69°50'13" East 147.44 feet; thence South 62°12'49" East 115.16 feet; thence South 54°47' East 68.88 feet; thence South 48°12'6" East 82.3 feet; thence South 38°22'41" East 35.78 feet; thence South 0°4'34" West 276.74; thence North 51°59'16" West 882.26 feet; thence North 0°0'2" East 40.23 feet to the point of beginning; a total of 3.39 acres.

#### Parcel 2 Easement

Commencing South 1212.38 feet and East 1083.69 feet from the West Quarter Corner of Section 29, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 68°37'18" East 71.04 feet; thence South 46°53'33" East 66.583 feet; South 38°4'46" East 45.909 feet; South 47°40'41" East 36.068 feet; South 67°58'6" East 102.94 feet; South 60°24'56" East 23.33 feet; South 14°13'28" West 70.076 feet; North 64°53'58" West 55.043 feet; North 58°43'53" West 58.598 feet; North 72°30'50" West 176.46 feet; thence North 143.09 feet to the point of beginning; a total of 0.64 acres.

#### Temporary Construction Easement

Commencing South 1212.38 feet and East 1083.69 feet from the West Quarter Corner of Section 29, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 143.09 feet; North 72°26'11" West 49.138 feet; thence North 82°42'6" West 14.876 feet; thence South 0°29'42" East 58.832 feet; thence North 51°56'41" West 113.707 feet; thence North 0°4'34" East 276.65 feet; thence South 38°9'5" East 53.14 feet; thence South 4°39'50" East 76.04 feet; thence South 63°26'6" East 66.992 feet; thence South 74°44'45" East 53.21 feet to the point of beginning; a total of 0.64 acres.

#### Temporary Access Easement

##### North Access

An access lane 30 feet in width, with the centerline described as follows: commencing South 833.20 feet and East 2345.74 feet from the West Quarter Corner of Section 29, Township 7 South, Range 3 East, Salt Lake Base and Meridian; S 89°45'11 W 198.687 feet; thence South 55°30'58" West 205.714 feet; thence South 42°1'54" West 81.861 feet; thence South 60°29'41" West 126.938 feet; thence South 72°7'17" West 83.687 feet; thence South 50°29'18" West 170.948 feet; thence South 86°35'21" West 259.092 feet; thence South 59°57'56" West 150.055 feet.

### South Access

An access lane 30 feet in width, with the centerline described as follows: commencing North 796.91 feet and West 344.68 feet from the South Quarter Corner of Section 29, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 84°58'33" West 78.233 feet; thence North 89°22'38" West 78.793 feet; thence North 81°35'28" West 99.556 feet; thence North 70°58'28" West 105.083 feet; thence North 58°5'31" West 53.468 feet; thence North 49°26'39" West 117.227 feet; thence North 50°51'22" West 94.964 feet; thence North 55°39'14" West 62.235 feet; thence North 62°9'57" West 121.056 feet; thence North 61°15'37" West 60.557 feet; thence North 62°47'2" West 67.411 feet; thence North 62°46'58" West 156.707.

2. Affirmative Rights Granted. The following affirmative rights for the conservation easement are conveyed to the USA by this Contract:

(a) Contingent upon Springville City's final approval of the Final Design and Plan for East Hobble Creek Restoration, USA shall have the right to implement the rehabilitation, restoration and enhancement of Hobble Creek substantially as shown in the Final Design and Plan for East Hobble Creek Restoration on, across and through the easement areas through diking, pumping, water management, excavating, stream channel and berm construction, burning, cutting, pesticide application, fertilizing, seeding, planting native vegetation and other appropriate practices.

- i. The USA shall consult with SPRINGVILLE CITY (the landowner) prior to any such action occurring in order to minimize damage to the adjoining property(s) to the conservation easement area.
- ii. Construction within the easement shall not commence until plans are approved by Springville City in writing. Approval shall not be unreasonably withheld. Springville City and the USA understand that the project will move forward in a design/build format and that plans may change. USA agrees to promptly inform Springville City of changes. Springville City retains the right to stop construction if changes cause damage to the property or adjoining property which, in the sole discretion of Springville City, are unreasonable.

(b) The right of ingress and egress to and from, on and across the easement area as of the date of this Contract, in order to plan, construct and then to assist with the management and monitoring activities after construction, as approved by SPRINGVILLE CITY in consultation with the USA. The USA may utilize vehicles and other modes of transportation for access purposes. The USA shall restore the temporary construction easements including the staging area(s) and access(es) after project construction. The USA shall coordinate with SPRINGVILLE CITY to develop a restoration plan of these areas.

(c) After consultation with and approval from Springville City, the right to erect, post, and maintain temporary signage and fencing to identify and protect areas that have been constructed, revegetated or planted and to install these for the duration of the establishment period (three consecutive years beginning after construction is completed). The USA shall provide a revegetation and planting plan to SPRINGVILLE CITY as part of the design. The revegetation and planting plan will indicate the location and types of vegetation to be used within the construction easement and protected post-construction during the establishment period. USA

will maintain all planted areas during the establishment period, including, but not limited to, maintaining and repairing fences and maintaining all plantings.

(d) The right to remove material to and from said sites, for the purpose of re-establishing, protecting, and enhancing natural vegetation and aquatic, riparian and upland habitats.

- i. The USA shall coordinate with and obtain approval from SPRINGVILLE CITY prior to the disposal and removal of materials from the easement area. SPRINGVILLE CITY shall have the right to use any material removed from the easement area.

(e) The right to establish or re-establish vegetation through seedings, plantings, or natural succession after consultation with and approval of Springville City.

- i. The establishment period shall be three consecutive years upon substantial completion of the restoration project.

(f) Wetland Mitigation Credits. The East Hobble Creek Restoration project currently identifies the construction or enhancement of wetland areas within the conservation easement. These created or enhanced wetlands may be used by SPRINGVILLE CITY in the future for wetland mitigation of the Community Park. The wetlands proposed to be created are shown in the Final Design and Plan for East Hobble Creek Restoration dated January, 2016.

- a. The current design estimates that about 2.0 acres of wetlands would be created with the construction of the East Hobble Creek Restoration Project. After accounting for any impacts to wetlands from the East Hobble Creek Restoration Project, these created wetlands will be designated as wetland mitigation credits for the sole purpose of mitigating future wetland impacts anticipated within the Springville City Community Park. The USA agrees that the balance of created wetlands, estimated to be 1.8 to 2.0 acres, will not be used as wetland mitigation for any other project of the USA. The nature of the Nationwide Permit 27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities – does not require wetland mitigation.

- b. SPRINGVILLE CITY may use the approximate 1.8 to 2.0 acres of created wetlands within the conservation easement for potential wetland mitigation for a future project as determined by SPRINGVILLE CITY.

- i. Springville City is aware that the created wetlands available for mitigation use by Springville City within the conservation easement is limited to the approximate 1.8 to 2.0 acres currently identified.
- ii. SPRINGVILLE CITY accepts all of the responsibility to obtain approvals from regulatory agencies (*e.g.*, U.S. Army Corps of Engineers, Utah State Engineer) prior to the use of the created wetlands for subsequent wetland mitigation. Through the Section 404 permitting process for the community park, SPRINGVILLE CITY must notify the U.S. Army Corps of Engineers of their intent to use the approximate 1.8 acres of created wetlands within the conservation easement for wetland mitigation.

iii. Through the Section 404 permitting process for the East Hobble Creek Restoration Project, the USA will notify and request from the U.S. Army Corps of Engineers that the approximate 1.8 to 2.0 acres of created wetland mitigation be used by Springville City for future wetland impacts within the community park.

c. The USA makes no claim of and does not warrant the suitability of the East Hobble Creek Restoration Area created wetlands as mitigation acceptable to the U.S. Army Corps of Engineers.

3. The United States, upon receipt of the Warranty Deeds of Easement required by Article 1 above, will execute and record the following: (1) a Quitclaim Deed for the following described Parcel JS (Mit.)-1 in substantially the form as in Exhibit C to SPRINGVILLE CITY, as identified below:

Parcel JS (Mit.)-1

Beginning at a point on the centerline of Hobble Creek, which point is also is south 89°28.03. West along the section line 855.15 Feet and North 907.41 Feet from the South Quarter Corner of Section 29, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence West 137.51 Feet; thence North 11.32 Feet; thence North 88°42'50" West 663.67 Feet; thence North 00°29'41" West 382.37 Feet to the said centerline of Hobble Creek; thence along centerline the following five (5) calls: South 82°42'10" East 14.88 Feet; South 72°33'22" East 225.60 Feet; South 58°35'56" East 59.58 Feet; South 65°09'15" East 237.83 Feet; South 55° 55'46" East 371.41 Feet to the Point of Beginning. Total area 4.069 acres, more or less.

Portions of the above-described Parcel JS (Mit.)-1 will be used, operated, managed, and maintained for the use, benefit, conservation, propagation, and management of wetland and wildlife resources; or as for the education, interpretation or scientific study thereof; or as for compatible recreational uses associated with Springville Community Park. The property shall be developed in accordance with the *East Hobble Creek Restoration Project Final Plan and Design*, as approved pursuant to subsection 2(a)(ii). Additional portions of Parcel JS (Mit.)-1, as identified in the East Hobble Creek Restoration Project Final Plan and Design will be available for general use by SPRINGVILLE CITY and will not be subject to the restrictions set forth herein. USA acknowledges and agrees that much of this excess land will be used for a road. The portion of Parcel JS (Mit.)-1 to be used for the East Hobble Creek Restoration Project is described below as 'Parcel JS (Mit.)-1 Perpetual Easement', which shall be subject to the covenants listed in 3.A., 3.B., 3.C., and 3.D herein.

SUBJECT TO:

Parcel JS (Mit.)-1 Perpetual Easement

Commencing North 1268.82 feet and East 989.11 feet from the Southwest Corner of Section 29, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 0°29'41" West 63.468 feet; thence South 82°42'10" East 14.875 feet; thence South 72°33'22" East 225.532 feet; thence South 58°35'56" East 59.562 feet; thence South 65°9'15" East 237.758 feet; thence South 55°55'42" East 371.306 feet; thence South 90°0'0" West 137.469 feet; thence North 0°0'0" East 11.317 feet; thence North 88°43'10" West 330.358 feet; thence North 15°29'54" East 9.142 feet; thence North 80°18'26" West 71.388 feet; thence North 69°15'20" West 80.318 feet; thence North 50°46'24" West 81.676 feet; thence North 35°42'23" West 74.97 feet; thence North

8°48'15" West 153.446 feet; thence North 78°20'30" West 63.543 feet to the point of beginning; a total of 3.2 acres, more or less.

- A. SPRINGVILLE CITY, its successors, and assigns, shall not transfer, grant or convey any interest whatsoever in, to, and over any part of the above-described Parcel JS (Mit.)-1 Perpetual Easement without the prior consent, in writing, of the USA.
  - B. In accordance with 36 CFR 800.5(a)(2)(vii), SPRINGVILLE CITY shall comply with the requirement of UCA 9-8-404 which provides sufficient continued protection of cultural and historical resources which may be found on the property within the Parcel Three Easement.
  - C. The above-described Parcel Three Easement may be used by SPRINGVILLE CITY for, among other things compatible with the conservation of the natural values of Parcel JS (Mit.)-1 Perpetual Easement, the following:
    - i. potential wetland mitigation site(s),
    - ii. trails extension of the Springville Community Park,
    - iii. and others as allowed by the conservation easement.
  - D. Future 1200 West Corridor. The USA acknowledges that SPRINGVILLE CITY plans to construct the 1200 West roadway as shown as a Major Collector in the Springville City General Plan, Figure 4-2 – Streets Functional Classifications dated May 2011. The 1200 West Roadway is planned as an 110-foot wide road that may require the western edge of the United States' property, and is excepted from the Parcel JS (Mit.)-1 Perpetual Easement reserved by the United States.
4. Post-Construction Maintenance. SPRINGVILLE CITY agrees to maintain Parcel 1 Easement, Parcel 2 Easement, and Parcel JS-(Mit.)-1 including Parcel JS (Mit.)-1 Perpetual Easement after construction is completed. Post-Construction Maintenance will be limited to trash collection, general cleaning and repairs of trails and structures outside of the creek, and minor pruning and landscaping maintenance. Springville City will not be required to maintain the creek and/or any structures or improvements made to the creek by the USA. Springville City will not be responsible for any repair, replacement, or work associated with damage to any Easement area caused by high-water flow, flooding or other natural event.
  5. A map showing Parcel 1 Easement, Parcel 2 Easement (conservation easement), Temporary Construction Easement, Temporary Access Easements, Parcel JS (Mit.)-1 (fee), and Parcel JS (Mit.)-1 Perpetual Easement is included as Exhibit D.
  6. Permitted Uses and Practices. The goals of the East Hobble Creek Restoration project are to conserve, rehabilitate, restore and enhance Hobble Creek in an effort to restore its natural values while providing compatible uses for the Springville Community Park. The restoration of Hobble Creek within the conservation easement and Parcel JS (Mit.)-1 Perpetual Easement is intended to simulate a natural riverine floodplain which has been designed to accommodate increased flow conditions. The future use of the area within the conservation easement by SPRINGVILLE CITY shall be compatible with the goals identified and described herein. The following uses and practices, although not an all-inclusive listing of permitted uses, are permitted under this contract.
    - a. Trails. The USA encourages the responsible construction and use of paved trails, footpaths and unpaved trails within the conservation easement and Parcel JS (Mit.)-1 Perpetual Easement area. Paved trails are restricted to the north and south berms of

Hobble Creek within the conservation easement and Parcel JS (Mit.)-1 Perpetual Easement area. The north berm will be constructed by the USA within the conservation easement, temporary construction easement, and Parcel JS (Mit.)-1 Perpetual Easement to accommodate the width of a paved trail system in coordination with SPRINGVILLE CITY.

- i. The USA agrees that the relocated north berm may be utilized as a trail.
- ii. The USA agrees that the north berm will be constructed by the USA to the following specifications:
  1. The relocated north berm as shown in the Final Design and Plan for East Hobble Creek Restoration will be constructed with a top width of 14 feet (10-foot wide trail with 2 foot shoulders).
  2. The current plan is to relocate and use much of the native material from the existing north Hobble Creek berm.
  - ~~2. The berm shall be constructed to to the standards and specifications necessary to be certified as a FEMA levee for flood control.~~

- b. SPRINGVILLE CITY retains all right, title, and interest in and to all water rights, ditches, and other water facilities on Parcel 1 and Parcel 2, together with the right to develop, beneficially use, and maintain such water resources on the property and other municipal properties as are necessary or convenient for the permitted uses set forth herein in a manner consistent with the purposes of this easement.
- c. SPRINGVILLE CITY may construct, operate, repair, maintain and replace public utilities, pipelines and facilities within the conservation easement and Parcel JS (mit.)-1 area for culinary and secondary water, sanitary sewer, power, storm water and other public utility purposes. SPRINGVILLE CITY agrees to coordinate with the USA prior to placement of utilities within the conservation easement and Parcel JS (Mit.)-1 Perpetual Easement to limit the disturbance and restore any disturbances.
- d. SPRINGVILLE CITY reserves the right of ingress and egress over and across the Parcel 1 and Parcel 2 conservation easement area for all lawful purposes; provided that such use does not unreasonably interfere with the rights granted herein.
- e. SPRINGVILLE CITY agrees that any future easements to third parties on, over, or across the Parcel JS (Mit.)-1 Perpetual Easement area will be subject to the prior approval of the USA which will not be unreasonably withheld.

7. Prohibited Uses and Practices. The following uses and practices are inconsistent with the purposes of the conservation easement and Parcel JS (Mit.)-1 Perpetual Easement and shall be prohibited upon or within those.

- a. The subdivision of the property or disposal of the property in smaller tracts. The use of the property for commercial, residential, or mobile home/camper/trailer purposes. No dwellings, barns, outbuildings, or other

structures shall be built within the easement areas except as specified above.

- b. The hydrology of the described conservation easement and Parcel JS (Mit.)-1 Perpetual Easement area will not be removed or altered by any means or activity on the property herein conveyed, except as agreed upon in writing by both parties.
  - c. Cattle or other stock.
  - d. The construction or placement of billboards.
  - e. The dumping or disposal of any refuse or materials of any kind on the property.
  - g. The construction of any new roadways or above ground utility systems without the prior written approval of the USA, its successors or assigns. The USA is aware of SPRINGVILLE CITY's future plans for the construction of a new 110-foot wide roadway along the general alignment (future 1200 West Roadway) between portions of the Conservation Easement and along the west side of Parcel JS (Mit.)-1. The USA, through this Agreement, grants Springville City the right to utilize Parcel JS (Mit.)-1 outside the Parcel JS (Mit.)-1 Perpetual Easement area for the construction, installation, maintenance and repair of the future 1200 West Roadway.
8. To the extent authorized by state law, SPRINGVILLE CITY will indemnify and hold the USA, its employees, agents, or assigns harmless against all claims arising out of the negligent actions of SPRINGVILLE CITY employees, agents, or assigns on the Property real property over which SPRINGVILLE CITY grants the conservation easement and/or temporary construction and access easements to the USA, provided that nothing in this contract shall be construed as releasing the USA from liability for its own negligence. Nothing herein shall be deemed to increase the liability of the USA beyond the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq. Further provided that nothing herein shall be deemed to increase the liability of SPRINGVILLE CITY beyond the protections or immunities granted in accordance with Utah's Government Immunity Act.

In the event of a violation of any term, condition, or restriction contained in this contract as against the easement, USA and Springville City may take such action as it deems necessary to ensure compliance with terms, conditions, and purposes of this conservation easement.

- 10. The conservation easement shall burden and run with the property in perpetuity and shall bind SPRINGVILLE CITY, its successors and assigns forever.
- 11. SPRINGVILLE CITY shall make reference to the conservation easement in any subsequent deed or other legal instrument conveying any interest in the property.
- 12. SPRINGVILLE CITY covenants and warrants that it is lawfully seized and possessed of the aforesaid Parcel 1 and Parcel 2 and has the full right, power and authority to

execute this contract, convey said conservation easement, and that said land is free and clear of liens, claims or encumbrances, except items of record, and that it will defend the title to the conservation easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

13. Abstracts or certificates of title or title insurance will be procured by the USA at its expense unless otherwise provided in this Contract and Grant of Easement. The expense of recording this Contract and Grant of Easement shall be borne by the USA. The USA shall reimburse SPRINGVILLE CITY in an amount deemed by the USA to be fair and reasonable for the following expenses incurred by SPRINGVILLE CITY:

(a) Recording fees, transfer taxes and similar expenses incidental to executing this Contract and deeds required herein;

(b) Penalty cost for repayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property over which SPRINGVILLE CITY grants the conservation easement and/or temporary construction and access easements to the USA;

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the USA, or the effective date of possession of such real property by the USA, whichever is earlier.

SPRINGVILLE CITY agrees to furnish the USA evidence that these items of expenses have been billed to and paid by him and further agrees that the USA alone shall determine the fairness and reasonableness of the expenses to be paid.

~~12.~~14. The USA warrants that no person or selling agency has been employed to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the USA for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability.

~~13.~~15. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise here from, but this restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.

~~14.~~16. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

~~15.~~17. The provisions of this Contract shall run in favor of and bind the parties and the successors and assigns of the parties.

~~16.~~18. The terms of this Contract will survive the grant provided for herein.

~~17.~~19. All right, title and interests in the conservation easement to be acquired by the United States of America are for use by the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION, it successors or assigns.

~~18.~~20. This Contract shall not be amended except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have each executed this Contract as of the date set forth below their respective signatures.

Springville City

By \_\_\_\_\_

Wilford W. Clyde, Mayor  
Springville City

UNITED STATES OF AMERICA

By \_\_\_\_\_

Mark Holden, Executive Director  
Utah Reclamation and Mitigation  
Conservation Commission

ACKNOWLEDGMENT

State of Utah        )  
                                  ) ss.  
County of Utah     )

On this \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he/she, the said \_\_\_\_\_ is the \_\_\_\_\_ of SPRINGVILLE CITY CORPORATION, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a Meeting of its City Council, and said \_\_\_\_\_ acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of  
Residing at  
My commission expires:

Exhibit A – sample Deed of Easement, Springville City to USA

Exhibit B – sample Deed of Temporary Easements, Springville City to USA

Exhibit C - sample Quitclaim Deed, USA to Springville City

Exhibit D - Map of Parcels

Exhibit D

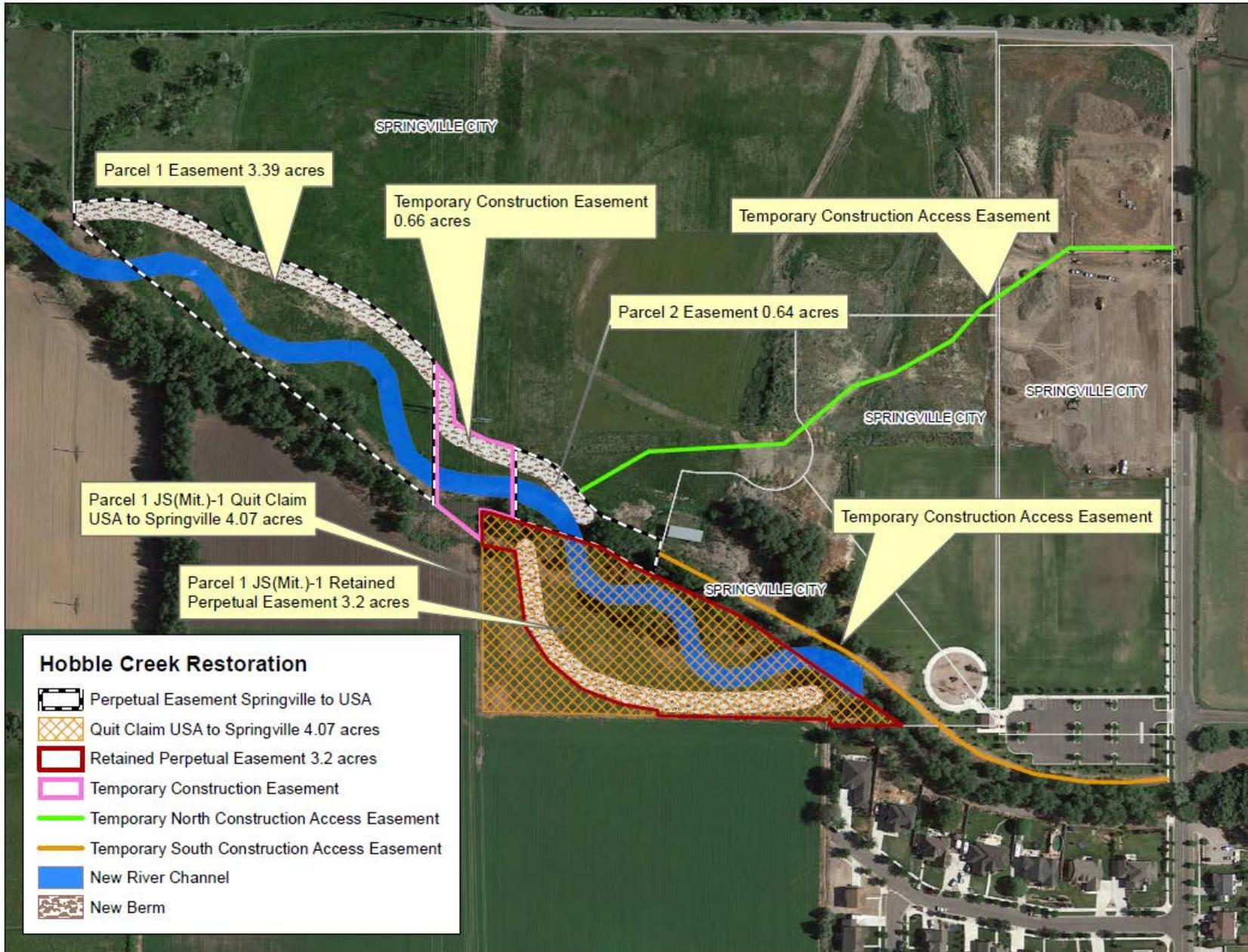
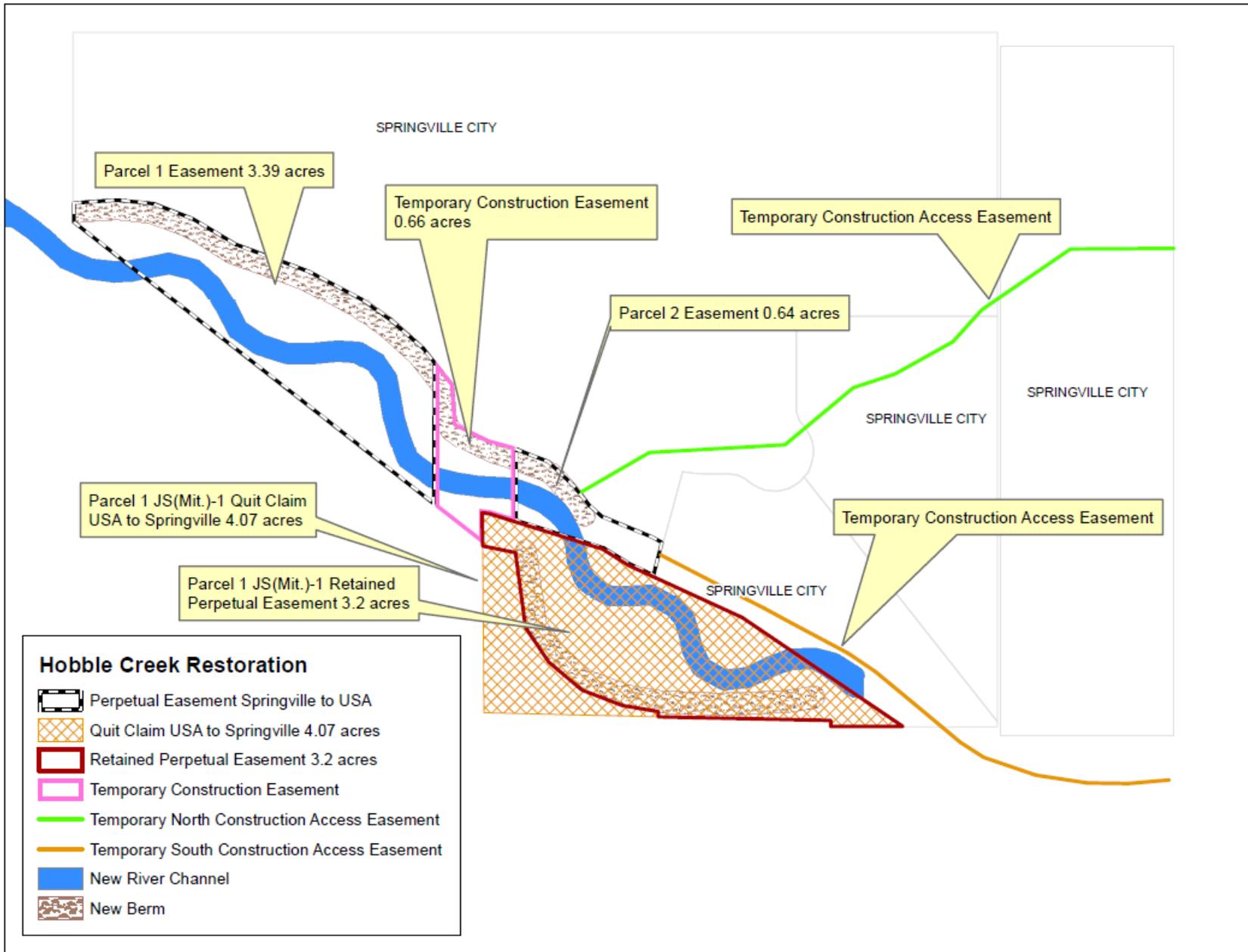


Exhibit D





## STAFF REPORT

**DATE:** March 10, 2016  
**TO:** Honorable Mayor and City Council  
**FROM:** Shawn Barker Water Superintendent  
**SUBJECT: BID #2016-003 PRESSURE IRRIGATION METERS**

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### **RECOMMENDED MOTION-**

Motion to Approve \_\_\_\_\_ as the low bidder For the Pressure Irrigation Meter purchase 2015-16 in the amount of \$ \_\_\_\_\_ and authorize the Director of Finance to approve moving forward with meter purchase.

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

It is the water Division's goal to accurately account for water used in both culinary and secondary water. It will be necessary to have a functioning secondary water meter installed as Springville City provides water, and customers hook up to secondary water, for billing and use accounting purposes.

### **BACKGROUND:**

The Pressurized Irrigation Meter Box and Assembly project is currently underway. It is necessary to purchase water meters to be installed as well. City Personnel have specified ultrasonic or electromagnetic style meters for accuracy and to have limited restrictions for secondary water to pass through.  
A request for bid was posted on Bidsync for 1,500 meters.

### **BID RESULTS :**

To be provided. Bid closes opening is scheduled for Friday March 11<sup>th</sup> at 2:00 PM.

### **FISCAL IMPACT :**

Funding is in the current budget GL # 51-6190-101 PI Meter Assembly Installation \$ 832,800.00.

Shawn Barker  
Water Superintendent

***CITY COUNCIL AGENDA***  
*Meeting Date*

**INVITATION FOR BID**  
**THIS IS NOT AN ORDER    RETURN ORIGINAL    KEEP ONE COPY**

**BID # 2016-003**  
**Pressure Irrigation Meters**

Return your Bid in an envelope, sealed and clearly marked on the outside with Bid # shown:

**CITY OF SPRINGVILLE**  
**FINANCE DEPARTMENT**  
**110 SOUTH MAIN STREET**  
**SPRINGVILLE, UT 84663**

Bids must be received and logged in prior to the date and time indicated. Bids will not be accepted after:

**2:00 p.m. Friday, March 11, 2016**

For Technical Information Contact:
Shawn Barker, Springville Water Superintendent
Email: sbarker@springville.org
Phone: (801) 489-2740

Delivery Requirement:

**FAILURE TO SIGN THIS SECTION WILL DISQUALIFY YOUR RESPONSE**

The undersigned agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to all the requirements of this Invitation to Bid, including, but not limited to, the General Terms and Conditions and the Specifications of this Bid:

Firm Name	Terms of Sale
Signature	F.O.B. Point    xxxDESTINATIONxxx
Printed Name	Shipping Date/Lead Time _____/ARO
Date                      Phone	Estimated Day of Arrival at Destination ____ days after ship date
Fax	
Email	Website

**This proposal is a paper based bid requiring Respondents to submit their final proposal to the above address prior to the bid opening.**

## **SECTION 1: INSTRUCTION TO BIDDERS**

The general rules and conditions which follow apply to all formal solicitations and resulting purchase orders or other awards issued by Springville City (hereinafter referred to as “Owner”), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Bidder’s own risk and cannot secure relief on the plea of error. Disputes or appeals on all proposals or contracts shall conform to Springville City Code 2-10.

Owner is soliciting this bid for **1” SECONDARY WATER METERS**. It is to be a “Sealed Bid” to be opened at the date and time designated. It is the intent that lowest cost from the sealed bid should be the first and major concern and at the same time receive quality service from Bidder.

### **1.1 CONTRACT TIMES**

The Contract Time will be for 1 month (30 days) from the date of award.

### **1.2 FORMS & MAILING OF PROPOSALS**

- 1.2.1 All proposals shall be properly signed in ink in the proper spaces, and submitted in a sealed envelope identifying proposal as Bid #2016-003 Failure to do so may cause premature opening. Bids opened prematurely will not be accepted.
- 1.2.2 Bidder shall submit the ORIGINAL copy and retain a copy of the solicitation.
- 1.2.3 In the event that the proposal contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.
- 1.2.4 All information required by the solicitation must be supplied to constitute a responsive proposal.
- 1.2.5 Owner reserves the right to reject any and all proposals should the proposal prices and/or any other submissions differ on the copies of the submitted proposal. Owner reserves the right to waive informalities in proposals.
- 1.2.6 For information pertaining to the proposal preparation contact:  
**Shawn Barker, Springville Water Superintendent sbarker@springville.org (801) 489-2740.**

### **1.3 DULY AUTHORIZED SIGNATURE**

- 1.3.1 The Proposal must contain the signature of a duly authorized officer or agent of the Bidder’s company empowered with the right to bind the Bidder for the amounts estimated and terms proposed. The Bidder must also provide evidence of the authority of the officer or agent to bind the Bidder.

### **1.4 TIME FOR RECEIVING PROPOSALS**

- 1.4.1 Proposals received prior to the time of opening will be securely kept, unopened.
- 1.4.2 The Purchasing Agent and/or representative will decide when the specified time has arrived for opening. Proposals received thereafter will not be considered except as provided for in the instructions listed above.
- 1.4.3 The Purchasing Agent and/or his representative will not be liable for and will not accept any responsibility, for the premature opening of a proposal not properly addressed and identified.
- 1.4.4 All communication relative to the Bid and any questions which BIDDERS may have concerning the project shall be directed to the OWNER using the Question and Answer service through BidSync (www.BidSync.com) for this project. The end of the Q&A period will be noted on Bidsync as well.
- 1.4.5 Any and all Addenda for this Bid will be posted and distributed via Bidsync.

### **1.5 CONDITIONAL PROPOSALS**

- 1.5.1 Conditional proposals are subject to rejection in whole or in part.

### **1.6 LATE PROPOSALS & MODIFICATIONS OF PROPOSALS**

- 1.6.1 Any proposal modification received at the office designated in the solicitation after the exact time specified for receipt is considered a late proposal/modification. Late proposal/modifications will not be considered for award except if it is received before award is made and either:

- a. It was sent by registered or certified mail not later than the fifth (5th) calendar day prior to the date specified for receipt of the proposal/modification; or
  - b. It was sent by mail and is determined by the Purchasing Agent that the late receipt was due solely to mishandling by the City after receipt at the address specified in the solicitation.
- 1.6.2 The time of receipt of proposals at the specified location is time-date stamped on the proposal wrapper or other documentary evidence of receipt and maintained by the Buyer at specified location.

## **1.7 WITHDRAWAL OF PROPOSALS**

- 1.7.1 A Bidder may request withdrawal of their proposal under the following circumstances.
- a. Proposals may be withdrawn by written request to Owner received no later than the day and hour set for opening of proposals. The proposal will be returned unopened.
  - b. Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the proposal, the Owner may exercise its right to collection.
- 1.7.2 A Bidder who is permitted to withdraw a proposal shall not supply any material, labor or perform any subcontract or other work agreement for any type of compensation for the person or firm to whom the contract is awarded. A Bidder who is permitted to withdraw a proposal shall not otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

## **1.8 ERRORS IN PROPOSALS**

- 1.8.1 When an error is made in extending total prices, the unit proposal price will govern. Corrections in proposals must be initialed by an authorized representative. Carelessness in quoting prices or in preparation of the proposal will not relieve the Bidder from performance. Bidders are cautioned to recheck their proposal for possible error. Errors discovered after public opening will be reviewed on a case by case basis for bid acceptance.

## **1.9 BIDDER'S PRESENT**

- 1.9.1 All proposals will be publicly opened and read at the time and place specified and will remain available for public inspection in the Finance Department during regular City business hours for a period not less than thirty (30) calendar days after date of opening.
- 1.9.2 Abstracts or tabulation of proposals received are not prepared for public distribution. Proposal results may be obtained at a reasonable cost. Information that is proprietary may not be obtained.

## **1.10 ACCEPTANCE / AWARD OF PROPOSALS**

- 1.10.1 All proposals submitted shall be binding for thirty (30) calendar days following the opening date, unless extended by mutual consent of all parties.
- 1.10.2 Unless otherwise specified by the Purchasing Agent or his representative, the Purchasing Agent reserves the right to make award on all items or on all of the items which is in the best interests of the City.
- 1.10.3 Owner is exempt from the payment of any federal excise or any Utah sales tax. The price must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City.
- 1.10.4 Any proposal in which the Bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award. Unit prices submitted will be totaled by Owner representatives in order to determine lowest responsive price.
- 1.10.5 Proposals will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors but not be limited to: price, Vendor Evaluation Report, handling, storage, disposal costs, installation, conformity to specifications, financial ability to meet the contract, previous performance, facilities, equipment, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors.
- 1.10.6 The Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the

competitive sealed proposals, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Bidder shall by virtue of submitting a proposal guarantee that the Bidder has not been a party with other Bidder to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Bidders. Any disclosure to or acquisition by a competitive Bidder in advance of the opening of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising for proposals.

- 1.10.7 Owner reserves the right, in case of Vendor default, to procure the services and/or material from other sources while holding the defaulting Vendor responsible for any excess costs occasioned thereby.

## **1.11 EVALUATION PROCESS AND SELECTION CRITERIA**

The Owner's evaluation committee will judge the merit of all proposals received in accordance with the general evaluation criteria listed below. Failure to provide any of the information requested may result in the proposal being removed from further consideration. In determining lowest responsible bidder, in addition to **PRICE**, the Owner will consider:

- a. The ability, capacity, and skill of the Bidder to perform the services required under the contract;
- b. Whether the Bidder can provide the services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of service and level of performance of Bidder under previous contracts, if any;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service; and
- f. Whether the Bidder is in arrears to the Owner on a debt or contract or is in default on surety, or whether the Bidder's taxes or assessments are delinquent.
- g. Other relevant information, which the Owner feels, would help in the evaluation of their proposal.

## **1.12 DISCLOSURE OF PROPOSAL CONTENT**

- 1.12.1 The Government Records Access and Management Act, (Utah State Code Title 63G, Chapter 2) states that certain information in the submitted Proposal may be open for public inspection. If the Firm desires to have information contained in its proposal protected from such disclosure, the Firm may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the Proposal (Utah State Code 63G-2-309). All material contained in and/or submitted with the Proposal becomes the property of Springville and may be returned only at Owner's option.

## **SECTION 2 GENERAL TERMS AND CONDITIONS**

The terms "Bidder" and "Contractor" under the General Terms and Conditions shall mean the selected Bidder under this Invitation to Bid. The terms "Contract" and "Agreement" mean this Invitation to Bid and the selected Bidder shall be subject to all conditions, provisions, and obligations of the Bidder and Contractor under this Invitation to Bid.

### **2.1 RIGHT OF OWNER TO TERMINATE CONTRACT**

Owner, upon written notice, may terminate this Contract, or any part hereof, as a result of the Contractor's failure to render to the satisfaction of Owner, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by Owner. Owner shall be the sole determinant in all termination for cause issues. The Contractor shall not be entitled, nor shall Owner give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Contract, or any part hereof, by Owner for cause.

Owner, upon written notice, may abandon or terminate this Contract or any part hereof, and such action shall in no event be deemed a breach of this Contract. Such termination may come about for the sole convenience of Owner. Upon receipt of written notification from Owner that this Contract, or any part hereof, is to be terminated, the Contractor shall immediately cease operation of the work stipulated, and assemble all material that has been

prepared, developed, furnished or obtained under the provisions of this Contract that may be in its possession or custody, and shall transmit the same to Owner on or before the fifteenth day following the receipt of the above-written notice of termination, together with its evaluation of the cost of the work performed. The Contractor shall be entitled to just and equitable payment in accordance with this Contract for any uncompensated work satisfactorily performed prior to such notice.

Owner shall determine the amount of work satisfactorily performed by the Contractor and Owner's evaluation shall be used as a basis to determine the amount of compensation due the Contractor for this work.

Termination by Owner for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs shall not apply. Owner reserves the right to make award on all items, or on all of the items, which are in the best interests of the Owner.

## **2.2 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless Owner, its elected officials, officers, employees and volunteers from and against any claims and all liabilities, liens, costs, damages, citations, penalties, fines, attorney's fees, losses or expenses from whatever nature (collectively "claims") arising out of or resulting from performance of (or failure to perform) the Work under this agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than to the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified there under. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

## **2.3 INSURANCE & BONDS**

### **2.3.1 INSURANCE**

~~Contractor shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, shall name Owner as additional insured with waiver of subrogation:~~

- ~~a. The Contractor's Worker's Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project and the Contractor's Employer's Liability Insurance shall be written for not less than \$1,000,000.~~
- ~~b. The Contractor's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.~~
- ~~c. The Contractor's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Completed Operations insurance must be kept in effect for 2 years after completion of work.~~
- ~~d. The Contractor shall not commence Work under this Agreement until all of the insurance required herein shall have been obtained by the Contractor. The Contractor shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.~~

### **2.3.2 PERFORMANCE AND PAYMENT BONDS**

~~The successful Bidder shall furnish to the City, at the Bidder's own expense, a 100% Full Performance Bond and a 100% Material and Labor Full Payment Bond on forms acceptable to the City with good and sufficient sureties to be approved by the City to guarantee the payment and performance of the contracted services.~~

## **2.4 INVOICING**

Owner shall make payment to Bidder for all services performed by Bidder pursuant to this Agreement. Bidder shall submit a written invoice, for services rendered and Owner shall pay the invoice fee within thirty (30) days.

## **2.5 LIQUIDATED DAMAGES**

The Bidder agrees to deliver product as quoted in this proposal. Failure to deliver as quoted constitutes an event of default. The actual damages to Owner for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Bidder shall pay to Owner, liquidated damages for each calendar day of delay, an amount of \$500.00 per day, up to a maximum of sixty (60) calendar days. Should the vendor be unable to complete the delivery at the end of the sixty (60) day period, Owner, at its option, may treat the contract as breached, terminate the contract, purchase substitute product else-where, and charge the full increase, if any, in cost and handling for such purchase to the defaulting vendor, and seek such additional relief as provided by law. The vendor shall not be charged for liquidated damages when delay arises out of causes beyond control and without the fault or negligence of the vendor.

## **2.6 SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

## **2.7 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

Bidder agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

## **2.8 LAWS AND ORDINANCES**

The laws of the State of Utah shall govern any contract executed between the successful Contractor and Owner. Further, the place of performance and transaction of business shall be deemed to be in the County of Utah, State of Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Utah, and more specifically, the district court of Utah County, Utah.

The Bidder agrees to register and participate in a Status Verification System such as E-Verify, to verify the work eligibility status of the Bidder's new employees that are employed in the state. The Bidder further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through a Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

## **2.9 PATENTS**

The Contractor hereby agrees to defend, indemnify and hold harmless the Owner from and against any and all liability, loss, or damage and to reimburse the Owner from and against any cost or expense to which the Owner may be put because of claims or litigation on account of infringement or alleged infringement of any letters, patent or patent rights, or copyright by reason of the services, work, processes, materials, equipment or other items used by

the Contractor in its performance of this agreement. Final payment to the Contractor by Owner will not be made while any suit or claim remains unsettled.

## **2.10 CONFIDENTIAL MATTERS**

All data and information gathered by the Contractor, and all reports, recommendations, documents, and data shall be treated by the Contractor as confidential. The Contractor must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in another job or jobs, unless prior written consent is obtained from Owner.

## **2.11 FORCE MAJEURE**

“FORCE MAJEURE” shall be considered to be an act of God, fire, or explosion that, due to its consequences, threatens to delay the timely performance of the parties’ obligations hereunder. Whenever either party has knowledge of any event of Force Majeure or other situation that is delaying or threatens to delay the timely performance of any obligation called for by this Contract, that party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party.

Neither party to this Contract shall be liable for delay or failure to perform pursuant to the terms of this Contract, if and to the extent such delay or failure is due to the event of Force Majeure as defined above provided that:

- a. Neither party may claim the benefit of this section unless the delay or failure to perform is due to causes beyond its control and without its fault or negligence; and
- b. Any delay or failure by a Contractor or subcontractor at any tier of either party shall not be excusable unless such delay or failure arises out of causes beyond the control of Contractor, and the services to be furnished by Contractor or subcontractor are not obtainable from other sources at comparable costs in sufficient time to permit its commitments to be met pursuant to this Contract.

## **2.12 CHANGE ORDER**

Any decreases in the quantity and/or changes in scope or description of the work to be performed under this Agreement shall be negotiated between the Owner and the Contractor. This shall not affect the validity of the contract or any terms or conditions not changed thereby.

## **2.13 FAILURE TO DELIVER**

In case of failure to deliver services in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Owner may have. The Owner shall be entitled to offset such costs against any sums owed by the Contractor to the Owner under this Contract.

- a. Only specified material and/or qualified equivalents accepted. Any submissions of proposed equivalents must be submitted prior to bid opening. A committee of at least three will be set up to review such submissions and will notify Bidder prior to bid opening of acceptance of submissions.

## **2.14 MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Utah Right to Know Act", a Contractor must provide to Owner with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Contractor to furnish this documentation will be cause to reject any bid applying thereto.

## **2.15 WARRANTY**

The Contractor assumes all responsibility for all of the materials and services provided under this Agreement, whether those materials and services are provided by the Contractor, purchased ready-made, or provided by a subcontractor.

## **SECTION 3: SPECIFICATIONS**

### **3.1 GENERAL**

Meters shall be cold water meters with the flow tube being of an engineered polymer / “poly”, lead-free construction, and shall comply with applicable portions of AWWA C-700 “Standard Specifications for Cold Water Meters”. Meters shall be used for non-potable, non-filtered water for billing use in the City’s Pressurized Irrigation System. The measurement technology shall be based on ultrasonic or electromagnetic sensing featuring continuous measurements to insure desired accuracy at low end flows and during typical start/stop residential conditions with no moving parts in the flow tube, which might become plugged or stopped.

### **3.2 METER DIMENSIONS AND CAPACITY**

Meters shall be 1-inch diameter and shall have a length of 10 ¾-inches and shall have 1 ¼-inch threaded standard iron pipe size connection. Meters shall physically fit in a standard 14” x 19” x12” irrigation box while allowing room for maintenance. Meters shall have a normal operating range of 0.4 to 55 gpm.

### **3.3 MANUFACTURER**

Manufacturers shall be a member AWWA with field and production experience in water measurement technologies and serving water utilities in the United States.

### **3.4 PERFORMANCE AND WARRANTY**

Meters shall comply with applicable standards of AWWA C-700 and NSF/ANSI 61. Manufacturer shall warrant the published accuracy levels for the life of the meter. Each shipment shall be accompanied by factory test data showing the accuracy of the meter as tested at their factory. All meters shall meet or exceed meter accuracy of ±1.5% for the normal operating range of 0.4 to 55 gpm. Also, all meters shall meet or exceed meter accuracy of ±3.0% for the extended low-flow range of 0.3 to 0.4 gpm. This accuracy shall be guaranteed for the life of the meter (20 years). The meter electronics (which could include, but not be limited to PCB’s, transducers, magnetic coils, LCD’s and battery), shall be warranted for twenty(20) years; ten(10) year full replacement at no charge and ten(10) years prorated cost at the current list price.

### **3.5 ELECTRONIC REGISTER**

The electronics enclosure shall be of durable engineered design produced to last the life of the meter. The meter shall provide a fully sealed connection for use with ITRON AMR/AMI devices. The connection shall be a minimum of 3’ in length. The register shall be fully compatible with existing ITRON ERT and AMR/AMI system software.

The local register shall provide clear, easily visible registration at the meter. The register shall provide an 8-digit minimum meter reading for transmission through the RF AMR/AMI MIU. The register should accumulate and register consumption without connecting to a receptacle or RF AMR/AMI MIU.

### **3.6 SUBMERSIBLE**

The meter, electronics, and battery shall carry an IP68 rating for submersion in flooded meter pits while maintaining full manufacturer’s warranty.

**SECTION 4: BID FORM**

Name of Bidder: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Utah State Tax ID number: \_\_\_\_\_ Federal EIN: \_\_\_\_\_

Indicate legal form of ownership of Bidder:

\_\_\_ Individual      \_\_\_ Partnership      \_\_\_ Corporation      \_\_\_ Other (Specify)

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND TERMS AND CONDITIONS. BID INVITATION ISSUED BY THE CITY OF SPRINGVILLE FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN AN ATTACHED COPY OF BID SPECIFICATIONS:

Item No.	Description	Estimated Quantity	Unit Price (Per Each)	Total
1	1" Secondary Water Meter	1500		

TOTAL BID \$ \_\_\_\_\_

TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER: \_\_\_\_\_ DAYS

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

I certify this Bid complies with the General and Specific Terms and Conditions issued by the Owner except as clearly marked in the attached copy.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date



## STAFF REPORT

**DATE:** March 9, 2016

**TO:** Mayor and City Council

**FROM:** Juan Garrido, Storm Water/Waste Water Superintendent

**SUBJECT: GREEN WASTE DUMPING FEE FOR NON-RESIDENTS AND COMMERCIAL BUSINESSES THAT USE THE SPRINGVILLE GREEN WASTE FACILITY**

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### **RECOMMENDATION**

Move to adopt resolution \_\_\_\_\_, which amends the comprehensive fee schedule for the City of Springville to establish and include fees for non-residents and commercial businesses that use the Springville Green Waste/Composting Facility.

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

The Springville City General Plan Chapter 10 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.*

*Synopsis.*

*Springville has several environmental concerns which include natural hazards, waterways, soils, solid waste, lighting, noise, and air quality. To protect the health and safety of the citizens of Springville environmental concerns are evaluated and responded to. Harm to persons or properties in Springville should be avoided and addressed.*

Strategy 5B within this objective encourages City staff to:

*Educate the public regarding options for solid waste, such as green waste and recycling.*

## **BACKGROUND**

The City has experienced an increased use of the City Green Waste/Composting Facility by non-residents and commercial business as a result of the closure of the Spanish Fork Green Waste Facility and the initiation of limited hours of business by the Provo Green Waste Facility.

The Green Waste/Composting Facility is not able to handle the increased use from non-residents and commercial businesses.

## **DISCUSSION**

Charging a dump fee at the Green Waste/Composting Facility to non-residents and commercial businesses will help deter the use of the City's Composting Facility, as well as, to provide a limited revenue source. The following is proposed to be added to the City's Comprehensive Fee Schedule:

### **Comprehensive Fee Schedule (Use of City's Green Waste/Composting Facility)**

#### **Green Waste Dumping Fees**

<b>Non-Resident &amp; Commercial Business</b>	<b>Proposed Fee</b>
Pick-up filled level with sides of bed	\$10.00
Small Single Axle Trailer equivalent to level-filled Pick-up load	\$10.00
Pick-up or Small Single Axle Trailer with side-boards	\$20.00
Double Axle Trailer without side-boards	\$20.00
Double Axle Trailer with side-boards	\$30.00
Dump Truck	\$50.00

## **BENEFITS**

The above proposed Green Waste fees are set to reduce the amount of green waste brought by non-residents and commercial businesses to the City's Green Waste/Composting Facility. This reduction in green waste should result in lower *grinding fees* billed to the City.

## **FISCAL IMPACT**

The Green Waste Dumping fee is anticipated to generate minimal revenues, but will help reduce *grinding fees* billed to the City.

RESOLUTION \_\_\_\_\_

A RESOLUTION AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF SPRINGVILLE, UTAH TO ESTABLISH AND INCLUDE FEES FOR NON-RESIDENTS AND COMMERCIAL BUSINESSES THAT USE THE SPRINGVILLE GREEN WASTE/COMPOSTING FACILITY AS OUTLINED IN EXHIBIT A.

WHEREAS, the City Council has requested the Public Works Department respond to increased use of the City Green Waste/Composting Facility by non-residents and commercial businesses as a result of the closure of the Spanish Fork Green Waste Facility and the initiation of limited hours of business by the Provo Green Waste Facility; and,

WHEREAS, the Springville City Green Waste/Composting Facility is not able to handle the increased use from non-residents and commercial businesses; and,

WHEREAS, the initiation of a Green Waste/Composting Facility fee schedule for non-residents and commercial businesses will help deter non-resident and commercial use of the City's Composting Facility, as well as provide a limited revenue source to the City for those non-resident and commercial customers who continue to use the City's Composting Facility.

NOW, THEREFORE, be it resolved by the City Council of Springville, Utah as follows:

PART I:

A non-resident is defined as any person who does not reside permanently within the boundaries of Springville City. Proof of residency can be established by showing a current and valid State of Utah Driver's License with a Springville address, or demonstration of a current and valid Springville City utility bill with a corresponding name and Springville address.

A commercial businesses is defined as any for-profit operation that provides vegetation trimming and cleaning, lawn-mowing, tree trimming or cutting, leaf removal, or any other service that produces Green Waste to be hauled away from the customer for a fee.

PART II:

Springville City reserves the right to refuse entry to any individual, whether resident, non-resident, or commercial business into the City's Green Waste/Compost Facility at any time and for any reason.

PART III:

The Finance Director is hereby authorized and directed to amend the Comprehensive Fee Schedule for the City of Springville, Utah as outlined in Exhibit A.

PART IV:

This resolution shall take effect immediately, as allowed by law.

END OF RESOLUTION.

PASSED AND APPROVED this 15<sup>th</sup> day of March 2016.

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Wilford W. Clyde, Mayor

ATTEST:

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Kim Rayburn, City Recorder

## **EXHIBIT A**

### Comprehensive Fee Schedule (Use of City's Green Waste/Composting Facility)

#### **Green Waste Dumping Fees**

Non-Resident & Commercial Business	Proposed Fee
Pick-up filled level with sides of bed	\$10.00
Small Single Axle Trailer equivalent to level-filled Pick-up load	\$10.00
Pick-up or Small Single Axle Trailer with side-boards	\$20.00
Double Axle Trailer without side-boards	\$20.00
Double Axle Trailer with side-boards	\$30.00
Dump Truck	\$50.00