

CONTRACT

COMES NOW Salem City (City) and Nebo Philharmonic Orchestra, a Utah non-profit corporation (Orchestra) and hereby enter into this contract for the benefit of all parties.

RECITALS

WHEREAS, City owns a community center, which is a building to be used for community events and which is rented for private functions when not used for city sponsored events; and

WHEREAS, City incurs costs for operation and maintenance in order to keep the building clean and functional; and

WHEREAS, Orchestra is a non-profit corporation which seeks to use the building; and

WHEREAS, Orchestra is willing to provide two, deep cleaning, in return for use of the Community Center; and

WHEREAS, providing a deep cleaning by Orchestra will save City money and enhance its ability to sponsor functions in the Community Center and generate revenue from rental of the building;

NOW THEREFORE, the parties now hereby

CONTRACT, COVENANT, and AGREE

1. City leases to Orchestra the use of the Community Center one day each week, unless other, paying events are available, which shall have first priority for use of the building, or a City sponsored function. Orchestra is to follow all rules for use of the building as set forth in the rental policy as established and amended from time to time by the City Council.
2. Orchestra agrees to provide two (2), deep cleanings during the contract period, of the Community Center in return for which Orchestra will pay no monetary rent for the use of the building. City shall be responsible to provide all supplies and equipment.
3. The cleaning required of Orchestra shall consist of the following duties:

Empty wastebaskets and trash containers to exterior dumpster
Change can liners as necessary
Vacuum all carpeted areas including interior entrance mats
Spot clean carpet stains
Clean and sanitize door knobs and light switches
Clean all entrance doors, hardware, glass and side glass, and frames
Clean and sanitize drinking fountain
Clean and sanitize kitchen counter tops, sink, and microwave oven
Sweep, mop, and sanitize restroom floors

Clean and sanitize restroom toilets and urinals
Clean and sanitize walls immediately surrounding the toilets and urinals
Clean and sanitize restroom stall partitions and sanitary napkin bag dispenser/disposal receptacle
Clean and sanitize restroom sinks.
Clean restroom mirrors
Stock restrooms with all paper goods, urinal deodorizer disks and soap, as needed
Dust entrance area for cob webs and insects
Sweep exterior entrance and porch areas
Inspect for and vacuum insects from interior light lenses, as needed
High surface dusting, lights, vents, over doors, etc.
Damp-dust baseboards, door casings, picture frames, display cabinets, etc.
Vacuum/dust upholstered furniture and vacuum underneath entrance mats
Apply oil to all wood cabinets, molding, banisters, etc.

4. In addition to the deep cleaning, Orchestra shall perform one (2) free concert for Salem City during the duration of the contract at a date and time to be determined by Orchestra and City.
5. This agreement shall be on a one year basis, commencing September 1, 2016, and ending August 31, 2017, or if either party gives the other party 30 days notice of their intent to terminate this agreement.
6. This agreement represents the entire agreement between the parties concerning the subject matter hereof. Any prior representations, discussions, or agreements are merged herein and superceded hereby.
7. This agreement may be modified only by a written amendment to the agreement, signed by all the parties hereto.

DATED this ____ day of July, 2016

SALEM CITY by:

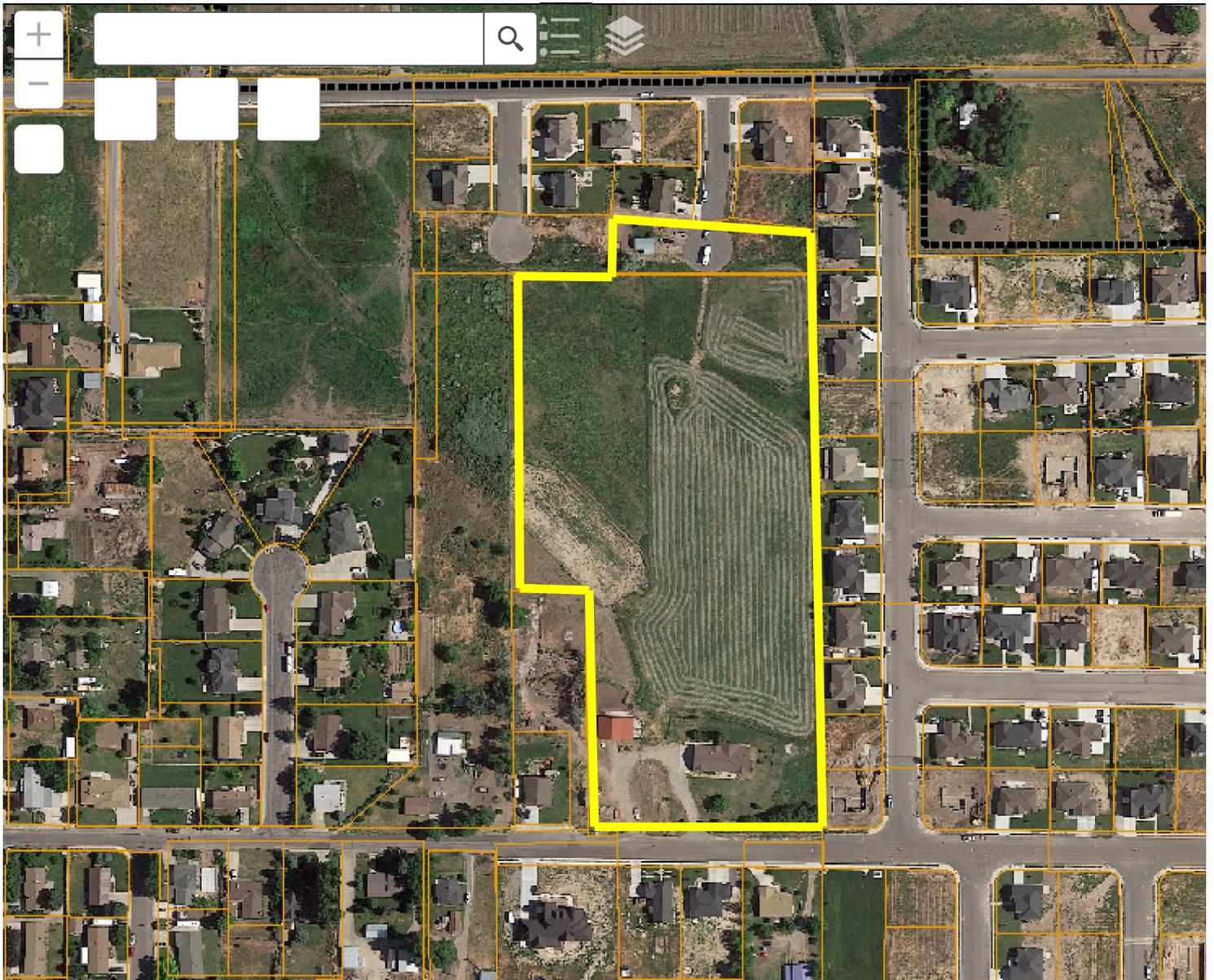
RANDY A. BRAILSFORD, Mayor

Attest:

Jeffrey D. Nielson, City Recorder

NEBO PHILHARMONIC ORCHESTRA by:

BETTY HERBERT, President



0 150 300ft

1 Minutes of the Salem City Development Review Committee meeting held on June 29, 2016 in the Council
2 Chambers.

3

4 Meeting convened at 2:30 p.m.

5

6 Conducting: Dave Johnson

7

8 PRESENT:	Bruce Ward, Forsgren Engineering	Dave Johnson, Building Official
9	Mayor Randy Brailsford	Nyle Robinson, Engineering Dept.
10	Aaron Painter, City Surveyor	Clark Crook, Electric Director
11	Attorney Junior Baker	Brad James, Police Chief
12	Matt Marziale, Public Works	Becky Warner, Secretary
13	Andrade Christensen	Ben Smith

14

15 APPROVAL OF MINUTES

16 MOTION BY Junior to approve the minutes of June 15, 2016 with corrections. Seconded by Nyle; Vote
17 Affirmative, 9-0

18

19 MOTION BY Junior to approve the minutes of June 22, 2016. Seconded by Chief James; Vote Affirmative, 9-0.

20

21 Before they discussed the agenda item, the committee gave updates on some ongoing projects. Bruce
22 reported that Ken Fosmore of Ken's Master Auto has fixed the concrete, completed the landscaping, and
23 removed the sign from the fork lift. The drainage berm is done but it is does not look very good. Since he
24 wasn't given specific instruction as to how it should look, it will have to do.

25

26 Brandon Limb, at Salem Auto Repair, has finished the stucco on the west wall of his building but he needs to
27 clean up the weeds on the southwest part of his lot.

28

29 Dave had sent pictures of Gary Proctor's equipment for his asphalt stamping business. He wants the
30 committee to review them to see if this could be allowed in a commercial zone.

31

32 ANDRADE CHRISTENSEN – PRELIMINARY FOR RANCH MEADOWS PLAT D

33 This plat was approved several months ago for 7 lots and now they are re-submitting it for 20 lots. Bruce said
34 they had met with Scott Peterson of Atlas Engineering several times and he has made the necessary
35 corrections. There is a high pressure gas line in this area that is why the road is on an angle. On the final
36 plat, there will need to be a place for Questar Gas to sign for approval of the plat. They have discussed
37 addresses for the cul-de-sacs but decided to just name the streets. All of the water drains to 400 North to
38 the retention basin and it has been re-sized to accommodate the increased number of lots. All of the
39 utilities, street lights, fire hydrants, etc. all look good. There was some discussion about 180 North; it is an
40 old county road so it is narrow except where new developments have gone in. The city will need to address
41 this at some point.

42

43 MOTION BY Junior to recommend preliminary approval of Ranch Meadows Plat D subject to meeting the
44 city's subdivision and development standards. Seconded by Bruce; Vote Affirmative, 9-0.

45

46 MOTION BY Junior to adjourn Development Review Committee meeting. Seconded by Matt; Vote
47 Affirmative, 9-0.

48

49 Development Review Committee meeting adjourned at 2:45 p.m.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2016, by and between **Bridlewood Pond, L.C.**, a limited liability company duly organized and operating in Utah County, State of Utah (“Bridlewood”), and **Salem City**, a Utah municipal corporation (the “City”) (collectively referred to as the “Parties”).

WHEREAS, Bridlewood is the manager of a private pond (the “Pond”) that is located in the City and which is utilized by members of Bridlewood and other property owners living and owning property in the subdivision where the Pond is located (collectively the “Property Owners”); and

WHEREAS, Bridlewood has filed suit against the City asserting claims arising from the City’s use of the Pond for storm water detention by and through the City’s greater storm water system (the “System”), that certain action pending in the Fourth Judicial District Court titled *Bridlewood L.C. v. Salem City*, Civil No. 150401754 (the “Litigation”); and

WHEREAS, it is the intent and purpose of the Parties to settle and resolve all claims arising from and related to the Litigation;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Agreement.
2. Construction of Improvements. The City agrees to construct two head gates and associated structures necessary to divert water into the Pond (the “Head Gates”) at the locations identified in the attached Exhibit A, which is incorporated by this reference. The City will construct the Head Gates at no cost to Bridlewood or to the Property Owners, and will use commercially-reasonable, best efforts to construct the Head Gates.
3. Grant of Access to the City System. The Parties agree and acknowledge that the Head Gates will allow Bridlewood and the Property Owners, at their sole discretion, to access water flowing through the City’s System and to receive such water into the Pond. The City agrees to maintain its System beyond the Head Gates as depicted on Exhibit A according to the requirements of its ordinances. However, the Parties acknowledge that the City does not control the particular sources, quality or quantity of water in the System at any one time or in any particular location. Accordingly, the Parties agree that the City is not obligated to provide water to the Head Gates from any particular source, of any particular quality or in any particular quantity.
4. Access to Property Owner Property. The parties acknowledge that both of the Head Gates will be constructed and installed on property owned by Property Owners, albeit in

public utility easements. Bridlewood agrees to obtain the Property Owners' permission allowing the City to both construct and access the Head Gates, and to hold the City harmless from any claim by the Property Owner that the City does not have permission to construct or to access the Head Gates. The City agrees it will use commercially-reasonable, best efforts to minimize disturbance to the Property Owners' existing landscaping, and Bridlewood agrees it will use commercially-reasonable, best efforts to restore the Property Owners' landscaping to the condition it was in before construction of the Head Gates.

5. Conditions after Access to City System. After construction of the Head Gates is complete, Bridlewood agrees and acknowledges that for as long as Bridlewood or the Property Owners desire access to water from the City's System, Bridlewood or such Property Owners as Bridlewood may select or designate shall have sole responsibility to maintain the Head Gates, as well as any piping or other facilities necessary to deliver water from the Head Gates to the Pond. In addition, during the period when they desire access to the City's System, Bridlewood and such Property Owners will have sole control and responsibility to operate the Head Gates and to control any water that enters the Pond through the Head Gates. Bridlewood releases the City from any and all obligations to undertake or to pay for any Pond maintenance, including but not limited to removal of sediment deposits, dredging, chemical treatments, removal of trash, etc.

6. Acknowledgment of Water Right No. 51-1527. The Parties recognize and acknowledge the existence of Water Right No. 51-1527, which is owned by Norm and Jessica Cluff (the "Water right"). The Parties do not intend this Agreement to affect the Water Right, and assume it will remain in full force and effect under applicable law.

7. Dismissal of the Litigation. Upon execution of this Agreement, the Parties shall cause counsel appearing in the Litigation to execute a joint stipulation and motion for and an order of dismissal with prejudice of the Litigation, with the Parties to bear their own respective costs and attorney fees.

8. Release of All Claims. As part of this Agreement, and except for the rights and obligations created by or preserved in this Agreement, Bridlewood, its agents, indemnitors, insurers, successors, and assigns, hereby releases and forever discharges the City and the Nebo School District, together with those entities' officers, employees, agents, indemnitors, insurers, successors, and assigns, from any and all demands, claims, causes of action, liabilities, damages, costs and expenses, including attorneys' fees, arising out of or in any way related to the Litigation and the subject matter of this Agreement.

9. No Admission of Liability. The Parties understand, agree and acknowledge that this Agreement is a compromise of disputed claims and that execution of this Agreement shall not be construed as an admission of liability or any wrongdoing by any of the Parties.

10. Integration. This Agreement contains the entire Agreement and understanding of the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or undertakings of whatever kind or nature and may only be modified by subsequent writing duly executed by the parties hereto.

11. Counterparts. This Release may be executed in one or more counterparts, which together shall constitute one and the same document for the purposes specified herein.

12. Additional Acts. If reasonably necessary, the Parties shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested to allow the Parties to obtain the benefits described herein.

13. Authorization. Each individual executing this Agreement does thereby represent and warrant that the individual has the capacity or has been duly authorized to execute this Agreement for the party specified.

14. No Third-Party Beneficiary Interests. Except as expressly set forth herein with regard to the Property Owners, nothing contained in this Agreement is intended to benefit any person or entity other than the Parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

15. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, representatives, officers, agents, employees, members, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their duly authorized representatives as of the day and year first herein above written.

BRIDLEWOOD POND, L.C.

By _____
Howard Chuntz
As Manager, and

By _____
Curt Paulson
As Manager

ATTEST:

SALEM CITY

By _____
Randy Brailsford, Mayor

City Recorder



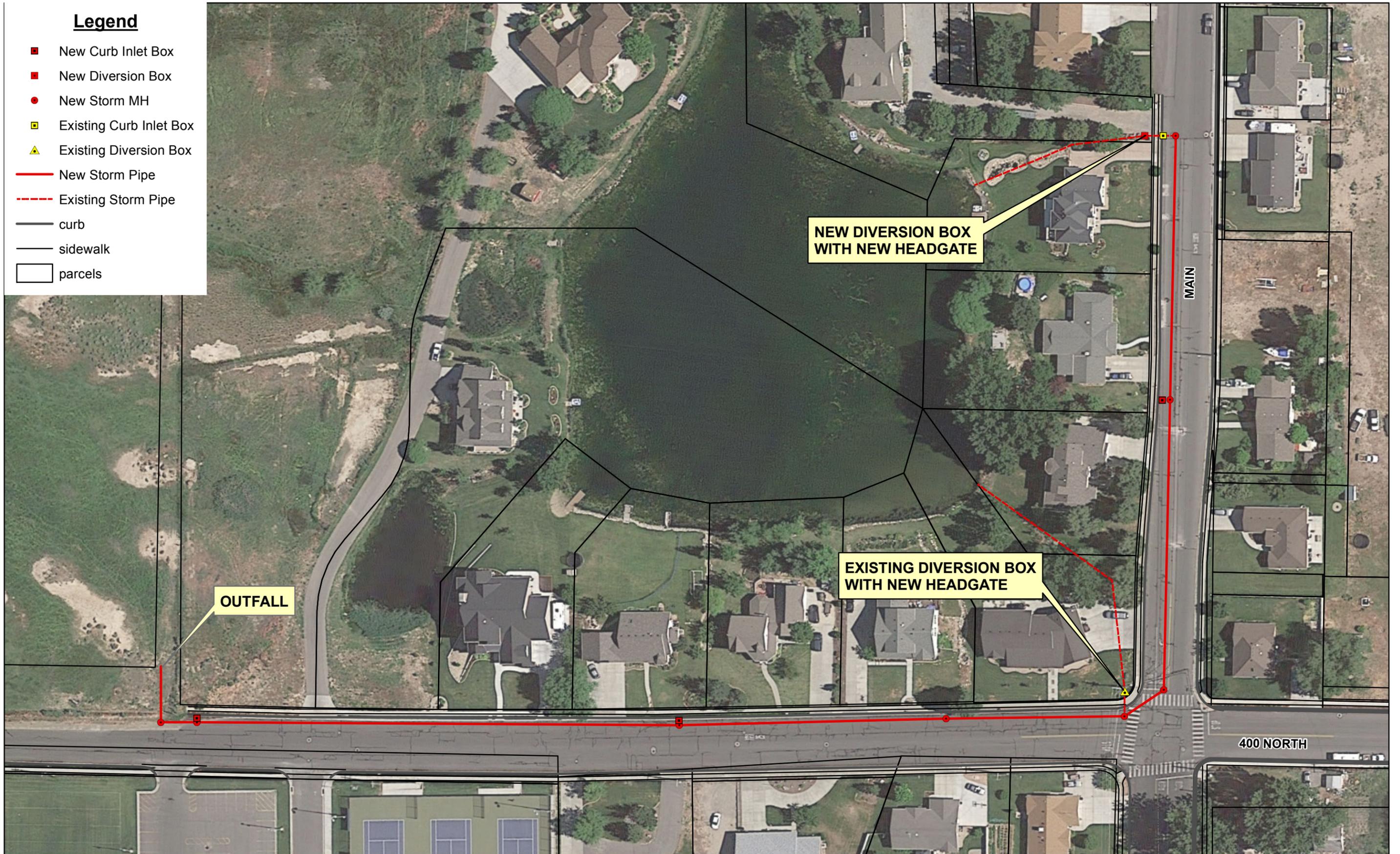
7-15-16

SALEM CITY - EXHIBIT A

0 20 40 80 Feet

Legend

- New Curb Inlet Box
- New Diversion Box
- New Storm MH
- Existing Curb Inlet Box
- ▲ Existing Diversion Box
- New Storm Pipe
- - - Existing Storm Pipe
- curb
- sidewalk
- parcels



OUTFALL

NEW DIVERSION BOX WITH NEW HEADGATE

EXISTING DIVERSION BOX WITH NEW HEADGATE

MAIN

400 NORTH