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
   - July 24 – Pioneer Holiday Observance (City Offices Closed)
   - Aug 1 – Microtel Ribbon Cutting 12:00 p.m.
   - Aug 1 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
   - Aug 2 – Zions Bank Ribbon Cutting 2:30 p.m.
   - Aug 3 – Chamber of Commerce BBQ for Elected Officials, Kelly’s Grove 6:30 p.m.
   - Aug 08 – Work/Study Meeting 5:15 p.m.
   - Aug 15 – Primary Election Day (NO ELECTION REQUIRED)
   - Aug 15 – 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 Child
   b) Pledge of Allegiance – Councilmember Creer
   c) Consent Agenda
      2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
      3. Approval of the minutes for the Budget Retreat held April 11, 2017; Work/Study meetings held April 18, May 09 and June 13, 2017; Regular meeting held May 16, 2017
      4. Approval of the appointment of Jeremy Barker and Bobbi Kassel to the Parks and Recreation Board – Brad Neel, Building and Grounds Director
      5. Approval of the appointment of Sandy Allison to the Library Board – Dan Mickelson, Library Director
      6. Approval of a Utility Memorandum Agreement with UDOT regarding the 400 South Widening Project from I15 to 2600 West – Brad Stapley, Public Works Director
      7. Approval of a Utility Reimbursement Agreement with UDOT regarding the 400 South Widening Project from I15 to 2600 West – Brandon Graham, Power Distribution Superintendent
      8. Approval of a contract with Happy Valley Farmers Market – Corey Merideth, Recreation Director
9. Approval of a declaration of Surplus Equipment – Brad Neel, Building and Grounds Director
10. Approval of a Resolution shifting the commencement billing date for the new rate structure for Culinary Water Rates to match water use in the new Fiscal Year – Brad Stapley, Public Works Director
11. Approval of the Spring Haven Farms, Plat “I”, Vacation and Amendment of Lot 1, Spring Haven Farms Plat “A” – Glen Goins, Community Development Director

3. DISCUSSIONS/PRESENTATIONS
   a) Plan Reviews – Jason Van Ausdal, Building Official
   b) Update on Bees – Scott Finlayson, Public Safety Director

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

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

ADJOURNMENT

CERTIFICATE OF POSTING
This meeting was noticed in compliance with Utah Code 52-4-202 on July 12, 2017. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at http://www.utah.gov/pmn/index.html. Email subscriptions to Utah Public Meeting Notices are available through their website.

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

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

s/s - Kim Rayburn, CMC, City Recorder
REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JULY 18, 2017 AT 7:00 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663

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. CURPA Volunteer of the Year Award – Jason Allan, CURPA President

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

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
3. Approval of the minutes for the Budget Retreat held April 11, 2017; Work/Study meetings held April 18, May 09 and June 13, 2017; Regular meeting held May 16, 2017
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9. Approval of a declaration of Surplus Equipment – Brad Neel, Building and Grounds Director
10. Approval of a Resolution shifting the commencement billing date for the new rate structure for Culinary Water Rates to match water use in the new Fiscal Year – Brad Stapley, Public Works Director
11. Approval of the Spring Haven Farms, Plat “I”, Vacation and Amendment of Lot 1, Spring Haven Farms Plat “A” – Glen Goins, Community Development Director
PUBLIC HEARING
12. Public Hearing to consider an agreement regarding the Rivoli Theater located at 254 South Main Street, Springville, Utah – Troy Fitzgerald, City Administrator

REGULAR AGENDA
13. Consideration of an amendment to Title 11, Electronic Message Signs in District C – Glen Goins, Community Development Director
14. Consideration of an Ordinance to Amend Title 11 – Senior Independent Living – Glen Goins, Community Development Director (Continued from June 06, 2017)
15. Consideration of an amendment to Title 13, Section 13-2-101 “Definitions” of the Springville City Code, clarifying language related to Telecommunications Rights-of Way – Glen Goins, Community Development Director
16. Consideration of an Ordinance and Resolution amending Section 7-1-103 and 7-1-105, of the Springville City Code pertaining to Home Office Business Licenses – Jason Van Ausdal, Building Official
17. Consideration of a Resolution banning fireworks in areas of Springville City, Utah from July 18, 2017-July 27, 2017 – Scott Finlayson, Public Safety Director
18. Consideration of a Resolution adopting Mountainland Association of Governments (MAG'S) Pre-Disaster Hazard Mitigation Plan – Brad Stapley, Public Works Director
19. Consideration of a Development Agreement between Springville City and the Developer of the Meadowalk Subdivision – John Penrod, Assistant City Administrator/City Attorney
20. Consideration of authorizing the dismissal of Springville City’s Objection 51-4-11 in the General Adjudication of Water Rights in Hobble Creek – Springville Area – John Penrod, Assistant City Administrator/City Attorney
21. Consideration of a water credit agreement between Springville City and Property Reserve Inc. (PRI) – John Penrod, Assistant City Administrator/City Attorney
22. Consideration of a Road Dedication Plat for 1200 West between approximately 800 South and 900 South – Troy Fitzgerald, City Administrator

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

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

ADJOURNMENT

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s/s - Kim Rayburn, CMC, City Recorder
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, Power Director Leon Fredrickson, Shawn Black, Power Generation Superintendent, Public Works Director Brad Stapley, Recreation Director Corey Merideth, Building and Grounds Director Brad Neel, Community Development Director Glen Goins, Library Director Dan Mickelson and Operations Manager Rod Oldroyd.

CALL TO ORDER

City Administrator Fitzgerald welcomed everyone and called the Budget Retreat Work/Study meeting to order at 4:08 p.m. Mayor Clyde arrived at 4:19 p.m.

COUNCIL BUSINESS

1) Calendar

- April 16 – Easter Sunday
- April 18 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- May 02 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- May 09 – Work/Study Meeting 5:15 p.m.
- May 14 – Mother’s Day
- May 16 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.

2) MAYOR, COUNCIL, ADMINISTRATIVE REPORTS

4:08 p.m. Overview of Budget Process – Troy Fitzgerald, City Administrator

Administrator Fitzgerald gave an overview of the agenda and the budget. He explained the budget is flat with an Aquatic Center in the mix. They were able to fund many projects, capital and employee wages and emphasized the Aquatic Center has had some effect on the budget process.

4:13 p.m. Aquatic Center Pro Forma – Corey Merideth, Recreation Director

Recreation Director Merideth provided information on the operation of the Aquatic Center and the Pro Forma. He explained they rebuilt the Pro Forma with actual numbers of FTE (full time equivalent) and the expense budget for the upcoming Fiscal Year. Director Merideth reviewed the 2015 Census and surrounding recreation centers to calculate approximate family pass revenue from residents and non-residents. Non-resident passes were discussed and the impact they would have on the facility.
He noted more information and detail regarding the rate schedule will be brought before the Council at a later date.

Councilmember Conover asked about business member passes. Director Merideth replied this would be something to discuss with the Pool Manager later in the year.

Director Merideth gave an overview of programming at the Center. Administrator Fitzgerald reported with a preview of the budget for the Aquatic Center there is a liberal budget for programming. Behind the scenes work is being done to quickly respond to needs, more is needed before opening. He suggested this be revisited with more detail later in the meeting.

Director Riddle expressed staff is exploring marketing ideas for this fall and winter prior to opening for family passes. More ideas will be discussed with the Council in May.

4:40 p.m. Revenues – Bruce Riddle – Finance Director

Finance Director Riddle reviewed the General Fund revenue. He explained revenues are projected including transfers to be up $2.1M over FY2017. The Enterprise Fund transfer rate not including golf is at 5% and C-Road reserves used for street projects are $308K.

Councilmember Sorensen asked for a full page article in the City Newsletter regarding power rates not going up for a long time.

Director Riddle reviewed the General Fund special revenue and explained taxes are the biggest driver, property taxes have increased for the time being and should see a decrease over time.

Director Riddle asked the Council to consider the need for additional revenue. Possibly a RAP tax or increase in property tax rates. Mayor Clyde cautioned on a tax increase because of the recent bonds for the Library and Aquatic Center.

Director Riddle reviewed transfers from utilities, administration fees and operating transfers. Economics for the area unemployment is 3.3%, job growth 4.3%, personal income 3.6% the economy is diversified and seeing some growth.

5:00 p.m. Wages and Benefits – Troy Fitzgerald, City Administrator

Administrator Fitzgerald reviewed previous payroll from 2007-2017 showing an increase of 74.1%. Forecast for wages is approximately 3.3%. The budget for full time is approximately 4% and part time approximately 3%, while top performers could receive 6%. He provided a review of benefits; health insurance increased 13.9% suggesting a change with a substantial savings to the City with a 6.09% increase, dental up 4% and pension is flat at 0%.

Administrator Fitzgerald reviewed the renewal plan options. Workers compensation was reviewed and the EMOD scale (experience modification rating) is at 1.39 because of high claim losses over the last two years. With the increase in the EMOD it will raise the premium 84% with Utah Local Governments Trust. A safety incentive program is under consideration. A review of the Vanguard Plan and early retirements from last year more than 50% of employees will be on the Vanguard Plan in 2 years and salary expense is down. Administrator Fitzgerald asked to have the target of wages to be above most cities.

Councilmember Miller asked how council pay in Springville compares to other cities. Administrator Fitzgerald suggested bringing back information regarding Council pay and Benefits at a later date for review.
5:10 p.m.  Budget Review – General Funds – Troy Fitzgerald, City Administrator
-Council Review, Questions and Direction

Administrator Fitzgerald provided information on the budget process, he expressed Directors were very good at towing the line there were no large increases. A review of the Uniform line item was discussed.

Councilmember Miller stated he would like input on the City survey before it is implemented.

Administrator Fitzgerald reviewed with the Council various requests from Departments for the upcoming budget year. Administration/Legal is requesting 20 hours for administration help with passports and hiring. 20 hours for website/social media. Finance is requesting 6 hours. Fire currently is on a pager at night, the pay is the same regardless of training. A recommendation is for more pay for higher trained employees. Justice Court last year cut 280 hours, they are requesting 520 hours to help with customer service. A Court kiosk for payments was suggested. Parks, shade tree expenditures reduced from last year. Museum flower beds will now be covered by employee hours. City Parks and Canyon Parks shifted hours between employees. Museum of Art reported $569,000 total revenue, $958,000 in total expense, with a City contribution of $389,000. Recreation is covering 25% of the Assistant Golf Pro position and will use the employee to supervise a league during winter months. Arts Commission has an increase in grant funding. Aquatic Center has budgeted 6 months of the old Pool and 6 months of expense of the Aquatic Center. Total FTE at the Center equals 23.55 this includes an increase of 16 FTE. In addition expenses are significant on the facilities side.

6:10 p.m.  Dinner

6:45 p.m. Budget Review of General Fund continued

Administrator Fitzgerald reviewed the Capital Improvements Fund. He provided a breakdown for the Aquatic Center and a review of the C Road Funds. Special revenue has no projects scheduled. Central Shop will be replacing gas pumps and gas system, including a dispenser for diesel fuel. Facilities will be adding a full time maintenance position and a review of facility projects were discussed. Vehicle Equipment Fund is functioning well. Short term replacement has full funding, other longer term like ten wheelers have several years to go before they are funded completely. Replacement life has been increased and driven accrual cost down. Several are likely to not be replaced. Future items to be considered and likely to be seen in the future, a fulltime Fire Department, Engineering service level increase and full impact of facility expenses.

6:40 p.m.  Budget Review – Enterprise Funds – Troy Fitzgerald, City Administrator
-Council Review, Questions and Direction

Administrator Fitzgerald reviewed rates and averages over the last ten years as well as upcoming projects.

Water – a proposed 9% increase on culinary water is being discussed, while reviewing base rate and tier adjustments. Another 10% plus inflationary increases covers 20 year needs. Mayor Clyde expressed concern about charging a higher rate for larger lots, he stated larger lots in the middle of town were once watered by irrigation and now may see weed patches because of the cost to water. Administrator Fitzgerald explained tiered rates are only affecting 5%.
The largest completion of the second 400 south well and next the replacement of the Bartholomew Tank are in the works. Councilmember Child expressed the need to prepare for water share and rights litigation.

Sewer – a recommended 1.5% rate increase and $890,000 capital projects are scheduled to improve the compost yard and continue service. Nearly $200,000 in capital is scheduled to be put towards a grinder for the Yard Waste Facility. $125,000 is being paid to buy property west of the city.

Power – good growth in sales are predicted, while discussions regarding adjustments be made in payroll between Distribution and Generation. Per Kilowatt (KW) hour price is up nominally. Most of the increase in power purchase is due to anticipated increase in KW sales. Mayor Clyde requested an analysis of power cost including the fuel with fixed costs and variable costs. Councilmember Child asked how solar is affecting budget and expressed it should be considered. Administrator Fitzgerald replied at this time it is not affecting the budget there are plans to review. Councilmember Sorensen suggested addressing the solar issue and residents in the City Newsletter. Power Director Fredrickson stated a cost of service study is planned for next year.

Golf – has seen trouble balancing from retirements and carts it is expected to ease next year. A forecast of a 5% increase in revenue, will need to be watched carefully. There has been a budget for a county grant to finish the club house improvements.

7:30 p.m. What’s Happening in Recycling – Brad Stapley, Public Works Director

Director Stapley gave a review of recycling trends and noted it is showing a down turn; currently there are over 2000 city customers for recycling. He explained the garbage or recycling tipping fee is the same. Challenges are in efficiency, spacing between cans increased, trucks are filling faster, more trips to the Transfer Station. With future cost of recycling increasing it was suggested to start a sinking fund for a recycling truck and driver, and possible rate increases. He asked if leaving the recycling business is the best approach. Mayor Clyde suggested only using the number of cans for recycling that can be sold.

Council was in agreement to selling recycling back to vendor. Currently running six routes with one truck and one driver, efficiency has not been maximized. The question is how close to maximum would it be where a new truck is needed.

7:45 p.m. Airport Update – Bruce Riddle – Finance Director

Director Riddle reported he had met with Spanish Fork City regarding the transition of the Airport to Spanish Fork. He explained there are some requirements with the FAA to get through. Transfer of operations for the Airport is scheduled for the next year to Spanish Fork. There will be contractual issues to work through over the next year and will take effect July 1, 2017.

Councilmember Sorensen asked about the consolidation of the railroad tracks. Director Stapley replied they are continuing to work with the Railroad and the entities involved.

8:15 p.m. Director Reports

Power Discussion of the Title V Air Permit for operating the Whitehead Power Plant as a Minor Source – Leon Fredrickson, Power Director

Shawn Black, Power Generation Superintendent explained the Title V Air Permit process and how the PM25 is affecting the air in the valley. The EPA will reclassify non-attainment areas from
Moderate to Serious. Permitting requirements are more rigorous in serious non-attainment areas and a request for a permit will need to be submitted to allow for minor source operating.

3) ADJOURN
COUNCILMEMBER CONOVER MOVED TO ADJOURN THE BUDGET RETREAT WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 8:30 P.M.
COUNCILMEMBER MILLER SECONDED THE MOTION, ALL VOTED AYE.

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.

There was no Closed Session.

This document constitutes the official minutes for the Springville City Council Budget Retreat Work/Study meeting held on Tuesday, April 11, 2017.

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, April 11, 2017.

Kim Rayburn, CMC
City Recorder
MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD
ON TUESDAY, APRIL 18, 2017 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, Power Director Leon Fredrickson,
Power Superintendent Brandon Graham, Public Works Director Brad Stapley, Recreation Director
Corey Merideth, Building and Grounds Director Brad Neel, Community Development Director Glen
Goins, Golf Pro Craig Norman, Library Director Dan Mickelson, Museum of Art Director Rita Wright
and Operations Manager Rod Oldroyd.

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

COUNCIL BUSINESS
1) Calendar
- May 02 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- May 09 – Work/Study Meeting 5:15 p.m.
- May 14 – Mother’s Day
- May 16 – 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. It was reported the
Spring Salon preview would be on April 25, the Art Ball on May 13, Bike with the Mayor on May 20
and the Drug Take Back event on May 20.

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 the minutes for the January 24, 2017 Budget Retreat, March 14 and March
         21, 2017 Work/Study meetings and March 21, 2017 Regular City Council meeting.
      3. Approval of an Easement from Springville City for the Septic System Facilities at the
         Hobble Creek Golf Course – John Penrod, Assistant City Administrator/City Attorney
4. Approval of an Interlocal Agreement between Springville City and the Utah Department of Transportation (UDOT) for the Lighting Betterment Program – Brandon Graham, Power Superintendent

5. Approval of an Agreement between Firestorm Pyrotechnics Inc. and Springville City for the Art City Days firework show – Corey Merideth, Recreation Director

6. Approval of an Agreement between Greenlight Entertainment and Springville City for the 2017 Art City Days concert – Corey Merideth, Recreation Director

7. Approval of a contract with the Utah Department of Heritage and Arts awarding Springville City $10,000 in grant funds to undertake local historic preservation projects under the Certified Local Government program – Glen Goins, Community Development Director

8. Approval of the 2017 Utah County Municipal Recreation Grant in the amount of $17,045.91 – Corey Merideth, Recreation Director

9. Approval of an Interlocal Agreement between Mapleton City and Springville City for Public Safety Dispatch Services – Scott Finlayson, Public Safety Director

Mayor Clyde asked if there was any discussion on tonight’s consent agenda. There were none. There was a question regarding coverage for Hobble Creek and County Fire response. Mayor Clyde asked Chief Finlayson to verify with the County.

3) DISCUSSIONS/PRESENTATIONS

a) Bartholomew Park Entrance Fees – Brad Neel, Building and Grounds Director

Director Neel gave a recommendation to the Council for parking fees regarding Bartholomew Park. A separate fee for residents and non-residents was recommended with a suggestion for a season pass for residents and per visit fee for non-residents. A payment kiosk method that would allow individuals to walk up and pay is being considered with the cost for the kiosk at approximately $10,000.00; two machines would be needed. Entry gates are not recommended, installation of no parking signage would be needed on 2900 East, Canyon Road and Thirty Oaks Drive. The upper would also be used for free parking.

Councilmember Sorensen asked if there would be enough revenue to pay for the kiosks. Administrator Fitzgerald replied there would be enough revenue coming from parking fees to cover the cost of the kiosk for the first year. Residents would be able to purchase parking passes at the Civic Center and recreation facility. Payment options will need to be discussed further. For the first year there will be a period of educating the public.

Councilmember Child stated a nominal fee from residents creates more ownership and will help with upkeep of the park. Administrator Fitzgerald commented if the upper parking is free, there will tend to be an abuse of the parking.

Councilmember Creer suggested charging more for larger vehicles. Administrator Fitzgerald reported Saturdays and holidays have been the biggest use days, during the week parking has been manageable.

Councilmember Miller suggested using the upper parking for pass holders only.

Administrator Fitzgerald addressed how the pond is being facilitated, with cleaning and algae removal as well as testing of the water. Director Stapley stated currently the water is testing at a good level.
Mayor Clyde questioned if the fee program will solve the issue of non-resident use. Councilmember Sorensen suggested no fee, check the gates on high use days and close parking if full, with no parking on streets. Councilmember Creer agreed watching on busy days and closing parking. Councilmember Child expressed it would be a good place to start and if fees are approved install kiosks next year.

Administrator Fitzgerald will have staff bring back more information regarding a Policy for charging everyone on busy days, with potential to say the park is full whether walking in or parking.

b) Aquatic Center Fee Schedule – Corey Merideth, Recreation Director

Director Merideth reported on the proposed Aquatic Center fee schedule. He provided information on the estimated numbers for use and commented the non-resident fee is extremely low, but could be a good starting point.

Input from the Council was requested regarding rental of the entire pool or partial pool. Rentals would be after hours, while school groups could be accommodated during the day.

Council discussed resident and non-resident passes and how many to allow and at what cost. Mayor Clyde suggested having a fee for each pool or for both pools and for each gym. Administrator Fitzgerald advised staff will review surrounding city fees for recreation facilities as well as maximum capacity and report back to the Council.

Councilmember Sorensen asked about other types of corporate discounts or insurance covered programs. Director Merideth replied staff is scheduled to meet on this when the facility is near completion.

Council was in agreement to increase the non-resident fee with a cap.

c) Legislative Update regarding Business Licenses and Food Trucks – John Penrod, Assistant City Administrator/City Attorney

Attorney Penrod addressed legislative updates for business licenses regarding home occupation licenses and fees. There are approximately 405 Home Offices that will no longer be charged a fee; however they can be required to be licensed. By not requiring home offices to be licensed will eliminate the administrative cost to provide them, Staff will bring back more information regarding this to the Council.

Attorney Penrod reviewed the changes from SB250 regarding food trucks and the requirements for licensing within the City as well as the fees. New state law states no distance limit between food trucks and other businesses or restaurants.

4) MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Clyde asked for any other comments. Chief Finlayson reported there has been some confusion about Mapleton Fire taking over the contract with Utah County for Hobble Creek Canyon. Chief Finlayson confirmed with Mapleton Fire they are not approving a contract.

Mayor Clyde reported on information of possible businesses occupying the pad sites at Smith’s.

Golf Pro Norman reported the golf course will be doing a promotion for their 50th Anniversary and will offer a discount of 50% off greens fees for May excluding Memorial Day weekend. He will report back the first meeting in May with more information.
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 Section 52-4-205.

There was no Closed Session.

ADJOURNMENT

COUNCILMEMBER CREER MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:49 P.M. COUNCILMEMBER CONOVER SECONDED THE MOTION, ALL VOTED AYE.

This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, April 18, 2017.

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, April 18, 2017.

Kim Rayburn, CMC
City Recorder
Minutes of the Joint Springville City Council and Planning Commission Meeting Regular and Work/Study Meeting of the Springville City Council held on Tuesday, May 9, 2017, at 5:15 p.m. in the Multipurpose Room 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, City Administrator Troy Fitzgerald, Assistant City Administrator/Legal Director John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, Deputy City Recorder Jennifer Grigg and City Recorder Kim Rayburn.

Also present were: Administrative Services Manager Rod Oldroyd, Community Development Director Glen Goins, Recreation Director Corey Merideth, Library Director Dan Mickelson, Director of Buildings and Grounds Brad Neel, Golf Pro Craig Norman, Power Director Leon Fredrickson, Public Safety Director Scott Finlayson, City Planner Laura Thompson and Museum of Art Director Dr. Rita Wright.

Excused are Councilmember Chris Sorensen and Public Works Director Brad Stapley.

Planning Commissioners attending: Genevieve Baker, Carl Clyde, Karen Ellingson, Michael Farrer and Brad Mertz

CALL TO ORDER- 5:16 P.M.

COUNCIL BUSINESS

1. Calendar
   - May 13 – Springville Museum of Art Annual Art Ball – 7:00 p.m.
   - May 14 – Mother’s Day
   - May 16 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
   - May 20 – Bike with the Mayor and City Council 10:00 a.m.
   - May 29 – Memorial Day Observance (City Offices Closed)
   - June 5-10 – Art City Days Celebrations
   - June 6 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.

Mayor Clyde asked if there were comments on the calendar. There were none. He detailed the route for Bike with the Mayor. He then asked for a report on Art City Days. Director Merideth stated all the vendors are booked except the stock provider for the Rodeo. Everything is ready to go. The movies are Rogue One and Mauna. The food trucks will move to the Arts Park.
for both movies. Mayor Clyde clarified that the live band performs Saturday night. Councilmember Conover stated Art Ball Tickets are still on sale.

2. REGULAR AGENDA

a) Approval of a Temporary Beer Event Permit for Legends Vintage Motorcycles 1715 West 500 South, Springville, Utah – Glen Goins, Community Development Director

Chief Finlayson stated there are some unanswered questions. Legends representatives are in attendance to answer questions. They are requesting single-day event permits on May 20, June 09 and June 10, 2017.

The DABC (Utah Department of Alcoholic Beverage Control) requires a security minimum. The mass gathering permit is a Springville City Permit and concerns Chief Finlayson’s questions. Some questions include how will Strap Tank separate juveniles from the beer sales area and is there adequate fencing. Stu Brown, general manager of Strap Tank Brewing Company, (569 South 1700 West) stated the Strap Tank is asking the DABC for a permit for the sales and consumption of alcohol in the parking lot. Mr. Brown is here before the City to get a letter stating the City approves of this business conducting these events. He stated all state guidelines will be followed, including barricades, checking ids, a trained bartender and wrist banding anyone over 21. Chief Finlayson asked for a site plan, but did not receive it.

Administrator Fitzgerald asked why we are here tonight. Director Goins is in charge of this presentation. Springville City has a process for permitting special events. Director Goins stated a letter from the City triggers local consent, than the DABC can proceed with the temporary beer sales permit. Administrator Fitzgerald stated the City does not have the necessary information to issue a special event permit. Attorney Penrod interjected the state requires a temporary beer permit, not the City. Chief Finlayson mentioned that Legends needs a Special Event Permit from the City. Mayor Clyde stated Legends needs our permission to go to the DABC to get a temporary beer permit. Mayor Clyde stated we can have a resolution that says that we authorize them to seek a beer event permit provided that they meet the conditions of our special event permit and the State code.

COUNCILMEMBER MILLER MOVED TO PROVIDE AUTHORIZATION IN THE NAME OF THE CITY AND CITY COUNCIL TO APPLY FOR THE TEMPORARY BEER PERMIT.

COUNCILMEMBER CONONVER SECONDED. ALL VOTED AYE.

b) Consideration of a Resolution and petition to the Planning Commission pursuant to Section 11-7-102 of the Springville City Code and Section 10-9a-509 of the Utah State Code to initiate proceedings to amended Sections 11-3-402, 11-4-301, 11-6-113 of the Springville City Code concerning Senior Independent Living Facilities.- Attorney John Penrod

Attorney Penrod stated the purpose is to initiate some language changes to our zoning ordinance concerning Senior Independent Living Facilities. Some of the language in the definition of a Senior Facility adds unexpected burden to services and facilities provided under
the current definition. We are asking Council to approve this resolution to repeal the provisions so the Planning Commission can research replacing the provisions. Councilmember Creer asked if Council needs to repeal it before we replace it. Administrator Fitzgerald stated we are seeking the recommendation of Council.

Mayor Clyde stated the code’s definition of a senior living facility, needs to be refined, which could be age 65 and above or something else. After repealing the provisions, Council can reexamine the code and decide to replace it. Mayor Clyde clarified that this will clear up some ambiguity by defining the qualifications of a senior and anyone else who can live in a senior facility. Attorney Penrod stated when a new developer comes in we can be prepared.

COUNCILMEMBER CONOVER MOVED TO APPROVE RESOLUTION 2017-07, AND PETITION THE PLANNING COMMISSION PURSUANT TO SECTION 11-7-102 OF THE SPRINGVILLE CITY CODE AND SECTION 10-9A-509 OF THE UTAH STATE CODE TO INITIATE PROCEEDINGS TO AMENDED SECTIONS 11-3-402, 11-4-301, 11-6-113 OF THE SPRINGVILLE CITY CODE CONCERNING SENIOR INDEPENDENT LIVING FACILITIES.

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

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

3. MAYOR, COUNCIL, ADMINISTRATIVE REPORTS

c) Discussion with Department Directors

Director Mickelson stated the Library is ramping up programing service to the Latino residents. Over 400 people attended an event last week. There are more services and a good team. There is also a new service installed for wireless printing for patrons with a laptop. Charges are 15 cents for black and white and 50 cents for color when sent to the printer/copier. The Food Truck Roundup has been running successfully for 3 weeks with hundreds of people attending. Summer Reading has a green light and is ready. Staff is delivering promotional material to schools. Summer Reading is for adults and teens as well.

Chief Finlayson remarked the Public Safety Department was busy yesterday with 7 medical calls and several accidents. Testing is ongoing with new police officers and dispatchers. The hourly schedules for officers are out for Art City Days. The staff is short two officers. One of our new officer’s graduates tomorrow with 4 weeks training already accomplished. The Department recently hired five new officers, including another female. They will graduate or complete training this summer and another is starting in June and will graduate in August.

Mr. Norman reported that the Golf Course is busy because of the half price promotion. Revenue was up $6000 last week and this week is even better and more booked. IT replaced the sprinklers computer. He asked if the weekend of Art City Days would be a good time for a re-grand opening/ribbon cutting of the remodeled restaurant. Council suggested the middle of June or later. Director Riddle stated the installation of the whole septic system needs to be completed.
before restrooms are finished. Councilmember Conover requested the ribbon cutting include Miss Springville. Mayor Clyde suggested the ribbon cutting could be later in the summer. Mr. Norman concluded by announcing Wes Ruff from Good4Utah will be doing a story on the clubhouse tomorrow.

Director Riddle stated staff put out an RFP for a new Auditor because it is good practice to have a new set of eyes look at the books. Mayor Clyde asked to require a 5-year proposal.

Director Meredith stated Spring Soccer wraps up this week as well as Urban Fishing. Baseball and Softball start in a couple of weeks. The Aquatic Center has the trusses and tracks up.

Director Neel stated staff is preparing for the Art Ball, the opening of the Splash Pad and Bike w/the Mayor. Cemeteries are ready for Mother’s Day. The new sexton, Paul Defa, is ready to show his work for Memorial Day. The RFP for concessions at Bartholomew Pond and the Splash Pad received zero bids. The wind this week caused tree damage on Main Street and the Arts Park. Staff is conducting a mowing experiment with large mowers. Jacobsen, Toro and Husqvarna sent some large mowers.

Director Fredrickson stated the power did well in the windstorm with no reported outages.

Dr. Wright stated the museum is ready for the Art Ball with lots of help from Buildings and Grounds. There are about 200 tickets sold so far.

Administrator Fitzgerald stated HR has several mental health issues with employees and is looking into training or services.

4. JOINT SPRINGVILLE CITY COUNCIL AND PLANNING COMMISSION WORK/STUDY AGENDA 5:45 P.M.

Mayor Clyde thanked the Planning Commission for their time and service to the City. He said City Council invited the Planning Commission tonight to discuss growth on the West Side and the possibility of updating the West Fields Overlay. He said multifamily development is eliminated in Plat A and in the Main Street Economic District. The question is are we allowing too much multifamily development. The next 10-15 years will determine our community for a long time. Developers are asking for more density. Council and Planning Commission are being bombarded with these questions. He asked two questions:

Do we like this plan?
Are we going to stick with this plan or adjust the code every time someone comes in?

We need to decide what we want our community to be in the end, even if it takes a little longer to develop.

Director Goins thanked the Mayor for the introduction. He said the West Fields Overlay is being tested as a zone. A zone and an overlay need to meet the needs of the City and the developers. A zone needs to be balanced. Developers are requesting to tweak the code. Staff understands that developers will continue to ask for changes according to the direction the development community is moving. Staff will follow direction for the City Council and Planning Commission. Commissioner Clay could not be here because it is his anniversary. Director Goins stated Commissioner Clay is anxious to engage these discussions. Springville City has an active and engaged Planning Commission with a fine dialogue. As far as changing zones to high
density, developers need to earn it. There is a 40% high-density bonus that developers must earn by upgrading their product. Staff is here to see the direction of current plans and decide to change the zoning or the overlay. One trend is requests for single-family detached products that are too small instead of row houses or town houses. City Planner Laura Thompson can answer questions off the cuff with 20 years of experience. Director Goins showed the zoning map and explained some details from it.

Councilmember Conover stated the younger generation does not want the same product. Row homes and apartments make them happy. The West Fields Overlay needs to be tweaked. Planner Thompson answered it was created in 2003 and added that there is a mix of requests from this generation.

Administrator Fitzgerald noted the bonuses were designed to be balanced with benefits coming back to the City. Generally, developers want to make more money, not design a better product. Everyone is open to new types of development.

Mayor Clyde asked how multifamily zoning fits and does it qualify as low income housing. He said Springville City has six trailer parks that qualify as lower income housing. Multifamily housing in the historic area has been around a long time. Now there are restrictions. The West Fields Overlay has a senior living neighborhood and some row houses on the north side of Center Street. Camelot has twin homes and multifamily housing. Across the freeway there are townhomes and Outlook has 250 stacked apartments. Both sides of 4th South have multifamily developments proposed with mixed use (40% commercial/60% residential.) Outlook has space for future townhomes. Lots of multifamily developments are happening. He asked how much more multifamily does the overlay allow. The reality is the West Fields are already zoned for more multifamily developments based on density.

Director Goins stated that there are significantly large pockets of multifamily; including twin home zoning, multifamily and trailer homes. Most coming because of overlay allowances. A take away is, in a provision zone (10,000 square feet); a developer needs to perform to get higher density. Usually a developer knows R1-10 ¼-acre lots are allowed with the Overlay. That means a third of the property can be RMF-1 or multifamily. The Overlay has a small provision for open space, which is less than 5 acres of donated land or the open space fee in the lieu. Perimeter property is not enough. The Planning Commission is asking if staff is alright with that. The Village Overlay has a 60/40 ratio, which is a generous allowance for multifamily. Developers ask for 90/10, (90% high density, 10% nonresidential/offices or commercial) because that is what is selling right now. As to the affordable housing requirement, Springville City has a fair share of both. Most affordable housing is market rate, so we meet all if not most of that requirement. Until something changes in this West Fields Overlay, any free land from 4th West to the north is open and subjected to that Overlay and underlying zones which allow residential anyway.

Mayor Clyde noted that Councilmember Miller lives in the West Fields and asked his opinion.

Councilmember Miller stated Karen Ellingson lives there too. He stated the mix is good. The majority are single family with some twin homes. He stated developers struggle to make a profit because basements are not allowed in the West Fields.
Administrator Fitzgerald stated the overall plan for the West Fields has high density at its center, at 1500 West and 400 south, then lower densities radiating out. There is pressure from developers to change zones for multi-family developments and increased densities. Staff would like direction from Council as to how firm Council is, in not changing the character of the plan as we radiate out. Staff gets that question all the time. 12-16 units per acre, 4-6 units per acre, wherever you are; it is not enough for the developers. Developers always want more. If Council is comfortable with high density in the center and lower densities as it radiates out; if Council is united in sticking to the plan; then Staff has an easier job communicating that wish to developers. Staff can stand by the statement that plan and density are what they are and the community will wait for the lower density developments. He stated developers are proposing multifamily, but is it going to be multifamily forever? Is the City willing to entertain questions about higher density in previously zoned lower density areas?

Director Goins added staff would like to take an empirical look at what we could get on these properties tomorrow.

Administrator Fitzgerald added; there were 5000 units of multifamily on the original West Fields Zoning Plan. Density has not increased significantly. Most developments are less dense than the maximum density bonuses. Development is on track for Springville to become a 50,000 to 60,000 population community at build out; actually at the low end of that.

Attorney Penrod asked and Administrator Fitzgerald clarified that it is at the low end so about 4000/4500 total units in the West Fields at build out if we do not change the plan.

Attorney Penrod asked about the mixed-use overlay.

Councilmember Conover asked for clarification on the idea of radiating out. I think nicer houses should be closer to the lake.

Administrator Fitzgerald stated that is not in the plan right now. He continued by stating this discussion is about the West Fields. Other areas including Village Center and west of the freeway are holding zones; zoned for commercial right now. City Planner Laura Thompson stated everything west of the freeway will be R-1-8 and R-2. Administrator Fitzgerald stated A-1, the dark green, is agricultural. Right now there is no housing west of the freeway other than Brookline and the Outlook Development, which has commercial components.

Councilmember Miller stated he lives by the creek in the West Fields and the highest density development is the 200 unit development on 400 South where Jakers is. Most of his area is single-family homes.

Administrator Fitzgerald agreed, stating that is what the plan is designed to do. The developers on 4th South want 400 units/acre not 200 units/acre. As Staff, do we send developers to the Planning Commission and City Council or do we have some guidance in advance?

Director Goins turned the time over to City Planner Laura Thompson to discuss the pressure points coming from the developers.

Planner Thompson stated developers want to completely abandon our adopted standards.

They all want a Planned Unit Development (PUD) like Camelot.

Councilmember Conover asked why the City got rid of Planned Unit Developments.

Planner Thompson answered because of the substandard streets.

Councilmember Conover asked did we rewrite an ordinance for a different street design.
Administrator Fitzgerald clarified by stating the simple version is a Planned Unit Development is a negotiated development. This is what happened after passing several ordinances trying to prevent it. Staff would negotiate with the developer and give a little. Then the Planning Commission would give a little. Then Council would give a little. Each negotiation would give a little to the developer until Staff wondered, “How did we end up with that?” We could name the developments, Camelot, Kelvin Grove, 5 Star Brookline. Each development drove an ordinance change. The City can give away too much.

Mayor Clyde cited an example of the green space in Camelot. Owners want the City to maintain Camelot parks. Residents of Camelot ask why they pay a homeowner’s association fee and other residents of Springville get their parks for free.

Administrator Fitzgerald noted the residents have the same questions about why Springville CITY does not maintain their roads.

Mayor Clyde noted that the roads are in bad shape at the PUD near Hillcrest. The homeowner’s association should set aside a portion of the fees to resurface the roads. The developer built substandard roads 20 years ago and now the residents want the City to take over services for the road. Yet the developer was not required to meet City standards inside the PUD. Those are some of the challenges with PUDs. Mayor Clyde continued by stating placing a PUD in an open area is a good idea for some pieces of ground where the streets do not work.

Director Goins stated that even with a PUD, the City has road standards. The biggest challenge is density. Platting allowances are different. Developers say they have trouble owning the building without owning the rest of the ground. The platting ordinance needs to allow a plat that is acceptable to financial institutions.

Planner Thompson stated housing types mix and smaller lots for single-family detached neighborhoods with short street frontages are some of the pressure points.

Director Goins agreed, stating a single-family lot has a 7000 sq. feet minimum on the West Fields Overlay, which can apply an RMF-1 or 2 zoning standard.

Administrator Fitzgerald suggested discussing lot size. Much smaller lot sizes are allowed for a row house, just not a single-family house.

Director Goins stated there is a lot size standard that is smaller for a row house, but a detached home will not work. Staff is hearing requests for lots in the neighborhood of 3500 sq. feet and smaller. That is what other cities are being pressured into.

Councilmember Conover asked about a street frontage of 80 foot being too small.

Mayor Clyde noted that Lehi has a development named Winterhaven with 5000 sq. ft. lots. Some of those houses are 4 feet apart. Staff should talk to those people and see how they feel about that and how the City feels about those small lots.

Planning Commission Baker stated houses down the street are on 5000 sq. feet lots in the Historic District. They are close together and the rooms are very small. They are priced $100,000 more than Commissioner Baker’s house, which is 1800 sq. ft.

Director Goins concluded by stating the push is to replace multifamily with a single-family detached unit without a big yard because that is the up and coming sellable product for the future.

Commissioner Baker stated these do not qualify as affordable housing.
Councilmember Child asked if that is what is coming up, are these smaller lot developments sustainable. Springville only has one Brookside. Some larger lots with single-family developments might take longer to develop, but will be more sustainable.

Planner Thompson likes the mix in the West Fields. There is a mix in the Historic District with apartment buildings, single-family homes and duplexes. Outlook has a commercial mix, but it is isolated now, waiting for more development.

Mayor Clyde stated there are townhomes and commercial zones out there.

Planner Thompson stated the West Fields has single-family and townhomes. It is more of a community instead of separating apartment people from townhome people.

Administrator Fitzgerald agreed. Developers have a product. Few developers offer a mix of products. Right now Salisbury builds multi-family. Ivory only offers single-family homes. Springville CITY wants a developer to bring all types of product, but very few specialized developers in the State are willing to bring different types of development in their proposal.

Mayor Clyde stated they are doing it more and more.

Commissioner Clyde stated that is where good planning comes in. Developers find property within the City where they can make the most money. When that property is fully developed, that developer moves on to another City. If a City sticks to their guns and says, we planned it the way we want it. The developers will go around to these communities, develop in the cities where they can make the most money, and then the developers will change to match the types of development allowed in the City. The market for a developer is the people looking to buy. How much does the City stick to their good planning and how much do they give the developers what they want? Developers are trying to maximize their profits.

Mayor Clyde stated the developers create a product they can sell. Second, they are entrepreneurs who want to build maximum profits.

Commissioner Clyde stated if they come to the City and there is no multifamily available, they go to another City. When there is none left, developers will come back with new plans.

Administrator Fitzgerald stated everyone in this room needs to be prepared to let that happen.

Councilmember Conover stated the flip of that coin is commercial development is looking at rooftops. Council receives pressure from citizens for certain businesses to locate in Springville. By waiting, how much business are we losing to our neighboring communities?

Commissioner Clyde stated that is the good planning mix of rooftops and commercial. Maybe we need more rooftops in our plan. The point is the City makes the choice, not the developer.

Councilmember Conover agreed, and then stated our general fund is driven by sales tax.

Councilmember Child answered, “Not necessarily.”

Mayor Clyde asked, “Do you want to drive residential neighborhoods by attracting businesses? I think there is some fallacy to that.”

Councilmember Creer stated he is concerned with the quality of the rooftops. If it is just for numbers than 20 years from now, you could have something you do not want. I do not think we need to please developers. We need to think about the future. What are we going to be happy with in 50 years? I think the plan we have is relatively strong, unless someone can give me facts that tell me, it is not; not just a developer who wants to come in and make money saying this is
what I think will make the most money for me. That is a selling point for the developer. We do not need to do anything because a developer wants to. We do not want to change anything unless it is best to the City. That is the starting point. How will this be 20 years from now? Having a developer dictate to the City does not lead in that direction.

Commissioner Ellingson stated we want to develop something that is sustainable with good strong neighborhoods. Not just what is in demand right now? The demand right now is pushing us in a direction that was not acceptable 10 years ago, when the market was lower and housing was much cheaper. Now the market needs more housing. People are willing to buy things they did not want 10 years ago. As a commission, we are looking to add housing that is affordable, but add stability and longevity to these neighborhoods.

Director Goins stated that establishing the look that Council is comfortable with what is coming forward is hard to balance. The Commission shares our same constraint, which is our tool, is the code. Developers must interact with the code. The General Plan and Vision Statement are the guiding principles. Staff is limited if a developer’s plan meets the code. There are some provisions for instance in the West Fields, where the Commission can request money in lieu of open space, or specify changes in architecture. The Commission can accept or reject developments based on bonus, architecture. Other cities can offer bad examples like Vineyard with a ton of high-density developments. Councilmember Child knows about developments all over because of his business. Staff says no to quite a lot that we cannot support.

Commissioner Clyde stated we need to realize that the new generation has different likes. We need to be flexible to their likes. We need to be willing to change, if it is good.

Commissioner Baker agreed, stating we already have that in our code.

Administrator Fitzgerald stated we need to hear what the new generation wants, but not from a developer. Maybe we can bring in a test group to talk to. If we talk to the community, and the majority wants 5,000 sq. ft. lots, we can provide that. If they want 20,000-foot lots, we can do that too, but until we talk to them, we do not know.

Commissioner Ellingson stated 22-year-old homebuyers want something different than 35-year-old homebuyers with four kids.

Commissioner Clyde agreed stating those buyers think someday they will want a yard, but they do not want to do yard work now.

Commissioner Baker stated families with small children do not mind a 7 by 7 foot room. 5000 sq. foot lots are selling, but so are larger lots. They are going to get sold regardless. Multifamily is not the only thing that will sell.

Commissioner Mertz asked if we need to tweak the west fields overlay. We offer density bonuses if they propose multifamily. Can we offer bonuses based on single-family units? Do we offer density bonus for architectural variety? I think we all agree that a single family development will be more sustainable.

Administrator Fitzgerald answered it is largely there. High-density developments are occurring up front. What is left needs single family with a small amount of the twin home component if we stick to the plan. The Village Center District has the highest density and it is still there potentially to develop.

Director Goins noted that the West Fields Overlay has caused a semantic argument in the developer community asking if it a housing mix type mix or twin homes with different looks.
mix. We need direction from the Council so that staff can act as an advocate for the developer to help staff achieve our citywide goal of the future.

Mayor Clyde asked for a straw poll. How many feel like the zoning in the West Fields is adequate?

Commissioner Farrer stated I have watched for years it is good the way it is. I do not see that a lot of change is necessary at this time. We need to keep what we have. If developers cannot work with it, let them go someplace else.

Commissioner Clyde said I like the way it is, but we can do lakeside a little different. I like it when we offer a density bonus for nicer materials and a staggered look.

Commissioner Mertz said I like the density focused in the Village Center District.

Commissioner Baker said I like the design and the mix and density near commercial making it walkable. No change to overlay.

Commissioner Ellingson It has done its job. Keep it and do not zone things out if it.

Councilmember Conover as a whole I agree. There might be a couple places we can tweak it. This may be for another day, but it is not fair when a developer vet's it out an idea, then City Council makes them change course. At that point, in a City Council meeting, we need to trust what they have done.

Councilmember Child clarified by stating what caused that meeting. There were only 5 commissioners in attendance and they really wrestled with it. I do not think they were 100% sold on what was passed. The vote was 3/2, so not a unanimous slam-dunk from the planning commission. I like the overlay. There is plenty of high-density.

Councilmember Miller said I think we should take some time and work on the overlay in work sessions. We need to establish the reasons for bonuses and do some tweaking, adjusting and evaluating as a group. I agree with Craig. We should be consistent and rely on the planning commission. We can be patient in our approach or rush things through and give everybody what they want. There is a benefit to being patient is the long-term approach. Developers want to force changes through. Whatever is exciting and new at this moment, we do not want to load up on that. We could end up with something we do not like.

Councilmember Creer I like the zoning how it is. We need a reason or evidence telling us why we should change it. I do not think we should change zones piece by piece just because someone comes in and requests it. Developers need to work with us to be in the zone they are supposed to be in. We have done enough piece meal rezoning in the last few months. We should stick with what we have done. If it comes up, we can change it then. If it needs to be changed in 10 years, we can change it then. Be careful about rezoning piece by piece.

Planner Thompson said I like the idea of not rezoning or changing density. I think we need to be open to different housing product types as long as the density does not change. We need to be open to what is up and coming to get a different mix.

Administrator Fitzgerald stated I am just happy to listen and implement what everyone is saying. We have had a lot of good discussion to take with us.

Attorney Penrod stated this is good for all of us to hear because we get questions all day every day. It is hard to know what to tell them. This reassures us because you like what we are doing. I agree with Laura as far as being open to new housing products. If a housing product is nicer, do not force it through like developers want to.
Councilmember Conover stated directors and staff has seen a proposal more than Council. The time for them to reject the proposal is before the City Council meeting, not during the CITY Council meeting.

Administrator Fitzgerald stated staff has not set up motions and presentations well enough to the Planning Commission and the City Council.

Councilmember Conover reiterated that if the street design will not allow garbage pickup, staff should know that before the presentation in front of Planning Commission or City Council.

Mayor Clyde stated that Councilmember Creer said if we are going to make changes, let us make a change that will work all the way around, not just piece-by-piece.

Councilmember Child asked how many lots that are approved that have not been built, do we have approved right now.

Director Goins stated we have a couple hundred.

Administrator Fitzgerald and Planner Thompson agreed stating we have a really low inventory right now.

Mayor Clyde asked a final comment from everyone. If there is one thing we should change, what is it?

Councilmember Miller stated I do not know enough detail to answer specific questions.

Councilmember Child answered he likes it the way it is.

Councilmember Conover stated he would like to see different housing types in a block. I also think garage frontage is a problem.

Director Goins stated he would like to tighten up the definitions.

Commissioner Ellingson stated she would love to see the street widths change. We cannot pass on our street with cars parked on either side.

Mayor Clyde stated Glen knows how I feel about that. It would be nice to have cars parked on either side and have two cars pass each other.

Commissioner Baker stated she likes the zoning and bonuses and would be open to discuss new products.

Commissioner Mertz agreed, stating it would be nice to hear about new products in the market from staff.

Commissioner Farrer stated he likes the code the way it is.

Commissioner Clyde stated he agrees with what has been said about wider streets and new products.

Administrator Fitzgerald stated he would like to see some harmonizing of our engineering standards with our zoning standards.

Mayor Clyde asked about single-family homes on smaller lots. Would the Planning Commission be agreeable to that idea? Some homebuyers do not want to manage lawns.

Commissioner Clyde answered yes.

Commissioner Farrer answered yes.

Commissioner Mertz answered yes.

Commissioner Baker answered yes.

Commissioner Ellingson answered yes, on a limited basis.

Councilmember Conover answered yes.

Councilmember Child answered yes.
Councilmember Miller answered sure.
Councilmember Creer answered depends.
Administrator Fitzgerald answered yes.
Director Goins stated we will be following up and this is good direction. There are members of the development community listening behind us. We will powwow with them as well.
Mayor Clyde stated Council needs to hear from the Planning Commission if they want the code to change. Also the surrounding communities are filling up fast. Springville City should not be in too big of a hurry to approve developments. We need to do what works for our community.

5. CLOSED SESSION, IF NEEDED – TO BE ANNOUNCED IN MOTION
The Springville CITY Council may temporarily recess this 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 State Code Annotated Section 52-4-20

There was no closed session.

ADJOURNMENT
COUNCILMEMBER CHILD MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:53 P.M.
COUNCILMEMBER CREER SECONDED THE MOTION, ALL VOTED AYE.
CALL TO ORDER

Mayor Clyde welcomed everyone and called the Work/Study meeting to order at 5:17 p.m.

COUNCIL BUSINESS

1. Calendar
   - June 20 – Smith’s Marketplace Event 4:30 - 6:00 p.m.
   - June 20 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
   - July 4 – Holiday (City Offices Closed)
   - July 4 – No Council Scheduled
   - July 11 – Work/Study Meeting 5:15 p.m.
   - July 18 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
   - July 31-August 05 – Springville World Folkfest

Mayor Clyde asked if there were any questions or additions to the calendar. Mr. Oldroyd stated the June 20th event is dinner for invitees and family.

Administrator Fitzgerald state the Smith’s Marketplace Ceremonial Ribbon Cutting is the next morning at 7 am for the public.
Councilmember Conover stated the Zions Bank Ribbon Cutting is in August.

Mayor Clyde stated City offices are closed on the 24th of July.

Mr. Norman stated the re-grand opening of the Golf Course Clubhouse is Saturday from 11:00 a.m. to 1:00 p.m.

Mayor Clyde stated we are expecting some county money for the golf course.

2. MAYOR, COUNCIL, ADMINISTRATIVE REPORTS

Director Merideth gave a personal thanks to all the departments for Art City Days. He stated staff is heading into tournament time for baseball and softball. There were approximately 3000 people who attended the Rodeo. There were 800 at the Friday movie, about 2000 ran in fun run, about 3500 at the Monday night movie and about 4500 people at the concert in front of the stage. The band asked to comeback. Firestorm did a great job with the fireworks.

Councilmember Conover stated Public Safety decides if we can shoot bigger shells.

Chief Finlayson stated we can if we expand safety zones. The only problem would be eliminating parking.

Administrator Fitzgerald agreed we moved it back about 75 yards.

Chief Finlayson stated we were worried about the high wind warnings so no wind was an answer to prayers.

Mayor Clyde expressed thanks to everybody and said Art City Days was really good.

Director Merideth lamented that staff guessed the wrong way on the new Funarama vendor.

Councilmember Sorensen said everybody needs to thank Corey. He asked how much we make at the carnival. Director Merideth answered Sherry brought in $113,000 not counting $15,000 in the presale. He is meeting with the carnival to get the total tomorrow.

Mayor Clyde said the only complaint was carnival customers felt like there was a bait and switch with the presale wristbands. Director Merideth said that was our fault. We did not read it right. Next year we will fix that and advertise it on social media as well as the 36-inch tall rule.

Councilmember Sorensen Thursday night buddy pass was a success.

Mr. Oldroyd stated the businesses around the Civic Center are all so supportive including Brodie’s Garage and Central Bank. It is all cleaned up.

Councilmember Conover asked if the carnival contract is up next year.

Administrator Fitzgerald stated yes and we are already talking about that.

Mayor Clyde stated Art City Days is again the best celebration.

Chief Finlayson stated the Police Department receives reports three or four times a month of people falling for scams on the phone including a past City Councilmember. He requested an article in the newsletter.

Mayor Clyde asked if there were any incidents at Art City Days.

Chief Finlayson noted there was a citizen who was asked to quit smoking at the Arts Park and some fights at the carnival.

Director Mickelson reported the Summer Reading Program kick off is a big success. He passed around bookmarks for directors, council, staff and the Mayor. The unveiling of the Frank Riggs sculpture is Saturday.

Mayor Clyde asked about the book sale.

Director Mickelson answered there were lines at the book sale before the doors opened as well as at the Indy 500.
Mr. Norman reported the grand re-opening of Golf Course Club house is Saturday. Corporate tournament seasons kicks off tomorrow with Workman’s Comp. Father’s Day weekend is always big. The Art City Amateur is next week.

Director Neel expressed thanks to his staff who worked well with Corey’s staff. They had fun and enjoyed the week. We look forward to next year. There are post Art City Days repairs like grass and sprinkler systems. The cool weather will help get the shock out of the grass. The Cemetery Irrigation System is giving us fits. When one valve shorts out, the system goes down. There has been vandalism in the Memorial Park restrooms. It is tagged and the fixtures are torn off walls. The County Sheriff reported gang related graffiti with Swastikas signs and vandalism at Kiwanis and Kelly’s Grove. Bartholomew Park is very well used.

Mayor Clyde we need to work on the grass at Bartholomew. Why would they water on Saturday? Mayor we cannot water on Saturday. He suggested to roping off some areas, one area at a time.

Director Neel agreed and revealed that Kim Francom has discussed this with his staff.

Mayor Clyde asked for a restriction on professional tents, nothing-over 10x10. That should be a policy, announce it in the newsletter, and tell staff to enforce no large professional tents. He asked about charging non-residents on holidays and Saturdays. Treasurer Weight stated we do not want someone walking around with cash. Director Neel is working on the solution.

Councilmember Conover stated there were so many people at the Regatta.

Director Fredrickson asked who follows brentswetet.com. The website reported 98 degrees as the high this month. The engines operate when the temperature hits 85-95 degrees. The engines add 10 megawatts to our resource portfolio.

Mayor Clyde what the highest output so far was.

Director Fredrickson answered; we hit 52 megawatts last week.

Mayor Clyde asked what he is expecting for a high this summer.

Director Fredrickson answered when we have consecutive days of 100 degrees, 65 megawatts should be our high. Smith’s adds almost a megawatt. The system is operating great with minimal outages. We added an additional data point to our report. We only had 5 customers affected by outages in May.

Mr. Keys, filling in for Director Wright from the Museum, reported there were 4800 kids at Children’s Art Festival, with no major hiccups.

Mayor Clyde stated it looked like a mad house. It is great to involve all the volunteers, including the Youth Council and Art Royalty.

Director Goins stated we are seeing additional interest in pad sites at Smith’s, including haircuts, interior décor, drinks, (not Sodalicous), cell phones and pizza.

Administrator Fitzgerald added Smith’s will have a pizza place as well.

Director Goins added there is also a fast casual burger joint interested in the Smith’s pads.

Mayor Clyde noted he ran into Kip Wadsworth who owns the land behind 7/11 on 1700 West. He wants to develop multi-families since all commercial is going over to the Smith’s pads Mayor told him to wait a few more years.

Director Goins agreed and referred to the last meeting where development was discussed. Staff likes to see resolution from Council, like a line in the sand. Staff can approach developers with confidence and defend the position of the City Council.
Director Stapley reported on the yard waste grinder purchase for $121,000 that came with $60,000 parts. The new water well on 400 South in the City Compound is 187 feet down. (Rod played his recording from his backyard). The project to widen 400 South from 1st west to 4th east will start in July. Mayor Clyde is not impressed with Meadow Valley, the public company that received the bid. The state is administrating the project bid on SR51 and 1600 South as well.

Geneva Rock received that bid.

Director Fredrickson reported that Brandon Graham already moved a power pole for Geneva Rock for that project.

Mayor Clyde stated the west side construction will be next summer.

Councilmember Sorensen noted the traffic on the west side today was backed up to Provo on the freeway.

Administrator Fitzgerald stated that all I-15 intersections are failing at evening rush hour. Chief Finlayson stated it is dangerous for police officers to direct traffic during traffic jams.

Councilmember Sorensen asked about calling the Highway Patrol in that situation.

Councilmember Conover asked why officers direct traffic at BYU Games.

Chief Finlayson stated BYU officers are manning the switches controlling lights, but not actually directing traffic.

Administrator Fitzgerald stated UDOT believes the intelligent computer light control is smarter than the guy manually changing the lights. At the 1750 West intersection during rush hour, it is impossible to go south because the signal is programmed to clear the maximum amount of traffic coming from the north.

Councilmember Sorensen stated there was a traffic light malfunction and UDOT was on sight at the box today.

Administrator Fitzgerald expressed thanks to the Clyde Companies for their amazing generous donation to the Aquatic Center. The art sculpture applicants list is narrowed down to four finalists and the architect is working on an outdoor pool element. Concepts should be available Thursday.

Mayor Clyde stated not to call it an outdoor pool.

Administrator Fitzgerald stated we can call it a feature, but it is as big as the indoor pool. The first concept we are looking at is a zero depth entry with play feature for kids with a 3.5-foot deep area for teenagers.

Mr. Oldroyd stated there have been 50,000 views on the Facebook post thanking the Clyde Company for the donation.

Recorder Rayburn reported candidate orientation is tonight. Vote by mail information is going online. The primary is August 15th. Ballots go out 22 days before that.

Administrator Fitzgerald commented other communities have candidates campaigning the way they used to do things. The ballots arrive July 25th. Campaigning is different because of voting by mail. Voters will decide much earlier this year.

Mayor Clyde wished both mayoral candidates luck.

Director Fredrickson stated equipment was stolen from the water well driller. Administrator Fitzgerald stated we are investigating.
3. MAYOR AND COUNCIL TOUR OF CITY ROADS – The Mayor and Council will tour areas of the City to review various asphalt preparations. (No Action Will Be Taken)

4. CLOSED SESSION, IF NEEDED – TO BE ANNOUNCED IN MOTION

The Springville City Council may temporarily recess this 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 State Code Annotated Section 52-4-20

There was no closed session

ADJOURNMENT

ADJOURNMENT COUNCILMEMBER MILLER MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 5:51 P.M. COUNCILMEMBER CREER SECONDED THE MOTION, ALL VOTED AYE.

This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, June 13, 2017.

I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting Deputy 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, June 13, 2017.

Jennifer Grigg
Deputy City Recorder
MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, MAY 16, 2017 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: Lieutenant Dell Gordon, Public Works Director Brad Stapley, Recreation
Director Corey Merideth, Building and Grounds Director Brad Neel, Community Development Director
Glen Goins, Library Director Dan Mickelson, Museum of Art Director Rita Wright and Operations
Manager Rod Oldroyd.

6:50 p.m.
1. Swearing in of the 2017/2018 Springville Youth City Council
Mayor Clyde asked all the Youth City Council members in attendance to stand and he read the
oath of office, swearing in the new 2017/2018 Springville Youth City Council.

CALL TO ORDER
Mayor Clyde 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 REMOVING ITEM #8 FROM THE AGENDA.
COUNCILMEMBER SORENSEN SECONDED THE MOTION, AND ALL VOTED AYE.

MAYOR’S COMMENTS
Mayor Clyde welcomed the Council, staff and audience. He asked for any scouts or students on
assignment to please stand and be recognized.

PUBLIC COMMENT
Mayor Clyde introduced the Public Comment section of the agenda. He asked if there were any
requests. There were none.
CEREMONIAL AGENDA

Recent CERT graduates were recognized and Martin Palmer introduced the graduates to the Mayor and Council.

2. **Presentation of the Art City Day’s Dignitaries** – Corey Merideth, Recreation Director
   Director Merideth introduced the dignitaries for the 2017 Art City Day’s festivities; Grand Marshalls, Allen and Carol Curtis. Art City Day’s Committee Chairs Pat and Heidi Monney introduced Business of the Year, La Casita Mexican Restaurant, Springville Resident Artist, Jerry Gardner, and Springville Citizen of Year, Sonny Braun.

3. **Presentation by the Art City Day’s Rodeo Royalty**
   Art City Day’s Rodeo Royalty; Queen Elena Betteridge and Princess Saigely Ahlin invited the Mayor and Council to the Art City Day’s Rodeo.

CONSENT AGENDA

4. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
5. Approval of the minutes for the Work/Study meetings held on February 21 and March 07, 2017
6. Approval of an Interlocal Agreement between Utah County and Springville City for the 2017 Springville City Municipal Vote by Mail Election – Kim Rayburn, City Recorder
7. Approval of an agreement with Rocking B Rodeo to provide the stock for the 2017 Art City Days Rodeo – Corey Merideth, Recreation Director

COUNCILMEMBER CONOVER MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN.
COUNCILMEMBER CREER SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

COUNCILMEMBER CHILD  AYE
COUNCILMEMBER CONOVER  AYE
COUNCILMEMBER CREER  AYE
COUNCILMEMBER MILLER  AYE
COUNCILMEMBER SORESEN  AYE

RESOLUTION #2017-08 APPROVED

REGULAR MEETING

8. **Consideration of final approval for the Meadow Walk Subdivision located in the area of 900 South 950 West in the R1-10 Single-Family Residential and WF-1 Westfield’s Overlay Zones** – Glen Goins, Community Development Director  (CONTINUED FROM MAY 02, 2017)
   Council continued the item to a later date when approving the agenda at the beginning of the meeting.
9. Consideration of approval of an Ordinance and Amendment to Section 11-4-301, Land Use Matrix of Springville City Code pertaining to allowing Reception Centers as a Permitted Use in the L-IM Light Industrial Manufacturing Zone – Glen Goins, Community Development Director

Director Goins reported on the amendment of the land use matrix, explaining the use itself is permitted in all but the professional business park, this change will allow for a permitted use. The planning commission approved unanimously.

The applicants, Davis & Hawks Investments, LLC, would like to construct a small reception center in their office park that falls within the L-IM zone. The center will partly be used by the office tenants for conferences, parties, gatherings, etc., which is allowed when in conjunction with an existing business. The applicants would like to be able to rent the space for receptions when not being used by the business park and obtain a business license to do so, which currently is not allowed.

COUNCILMEMBER SORENSEN MOVED TO APPROVE ORDINANCE # 09-2017, ADOPTING THE AMENDMENT TO SECTION 11-4-301, LAND USE MATRIX OF SPRINGVILLE CITY CODE ALLOWING RECEPTION CENTERS IN THE L-IM LIGHT INDUSTRIAL MANUFACTURING ZONE.

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

COUNCILMEMBER CHILD  AYE
COUNCILMEMBER CONOVER  AYE
COUNCILMEMBER CREER  AYE
COUNCILMEMBER MILLER  AYE
COUNCILMEMBER SORENSEN  AYE

ORDINANCE #09-2017 APPROVED

10. Consideration of an amendment to the Springville City Fiber Lease Agreement with Central Telecom Services, LLC for a fiber connection to the Aquatic Center site – Troy Fitzgerald, City Administrator

Administrator Fitzgerald explained there is an existing agreement with Centracom and noted the addendum will make the agreement mutual for a service drop and they would construct the service drop. He explained the Power Department is interested in having other service drops and possibly drops up the canyon. Administrator Fitzgerald has been working with Centracom on language in the agreement giving the City Attorney an option to make adjustments to paragraph six.

COUNCILMEMBER CONOVER MOVED TO APPROVE AN ADDENDUM TO THE SPRINGVILLE CITY FIBER LEASE AND LICENSE AGREEMENT GIVING THE CITY ATTORNEY AN OPTION TO MAKE ADJUSTMENTS TO PARAGRAPH 6.

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

11. Culinary Water Rates Discussion – Brad Stapley, Public Works Director

Mayor Clyde explained earlier in the work/study meeting there was discussion on the Culinary Water Rate. He asked Director Stapley to give a brief synopsis of the presentation for those in
attendance. Administrator Fitzgerald reported the Water Board and Mr. Nile Hatch have used a robust
data base to produce good information regarding large lots.

Mayor Clyde asked to get a bigger base of users, although rates are going up, Springville is considerably lower.

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

Mayor Clyde asked if there were any comments. There were none.

CLOSED SESSION

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

There was no closed session.

ADJOURNMENT

COUNCILMEMBER MILLER MOVED TO ADJOURN THE CITY COUNCIL MEETING AT 7:50 P.M. COUNCILMEMBER CONOVER SECONDED THE MOTION, AND ALL VOTED AYE.

This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday, May 16, 2017.

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, May 16, 2017.

Kim Rayburn, CMC
City Recorder
Name: Barker Jeremy

Present Address: Springville UT 84663

Phone Number: Day: Evenings:

Email Address: 

Positions Interested In: Parks and Recreation Board

Currently Employed? Yes If so, where? Provo City School District

Generally, what education do you have: MA Educational Administration

Interests: Outdoor activities, ideally with my family. Hiking, camping, gardening, sports

Skills/Background: Work w/ kids + parents daily. I have 4 kids (12, 10, 5, 2). 3 of them participate in City Sports

Days or Times Not Available: Sundays All day Wednesday 7-9

If related to anyone employed by Springville City, please state their name and department: No relation

I do hereby certify that all statements and representations made herein are accurate and correct to the best of my knowledge. I do hereby authorize Springville City to investigate and confirm any and all statements made herein. I do hereby release Springville City, its elected officials, officers and employees from any liability relating to and regarding my application at Springville City.

Signature: (Signature)

Date: 5-22-17

Councilmember (Recommendation) (Approval)

Date: 6-20-17

Perk Rec.

Date: 6-20-17

Board/Commission

U/20160120
Name
Last: Kassel, First: Bobbi

Present Address:________
Street:________
City:________
State:________
Zip:________

Phone Number:
Day:________
Evenings:________

Email Address:________

Positions Interested In: Parks and Recreation Board

Currently Employed? YES If so, where? Utah Valley University

Generally, what education do you have? Bachelors in Education from UVU

World, Bachelors Degree in Criminal Justice from UVU

Interests: Sports, Camping, Fishing, Running - Spending time with family.

Skills/Background: I teach Criminal Justice courses at UVU. I'm 45 years old and have lived in Springville my entire life. Work nights and evenings are very busy for me - other than that my schedule is generally flexible.

Days or Times Not Available:________

If related to anyone employed by Springville City, please state their name and department:________

I do hereby certify that all statements and representations made herein are accurate and correct to the best of my knowledge. I do hereby authorize Springville City to investigate and confirm any and all statements made herein. I do hereby release Springville City, its elected officials, officers and employees from any liability relating to and regarding my application at Springville City.

Signature: Bobbi Kassel
Date: 7/10/2017

Parks & Rec Board

Council Member: (Recommendation)
Date: 7/11/2017

Director: (Approval)

U/20160120
Name
Sandy Allison

Address
Springville, Utah 84663
United States
Map It

Phone

Email

Board/Commission Applying For

Library

Are you currently employed?
• No

Please provide a brief description of your educational background
BA from BYU

Please list your skills/background
Organizing Events
Teaching/Working with young people
Past Springville DUP Museum Director
Textile Conservation
Served on Arts Commission

What are your interests?
Weaving/Textiles
Reading
Being with my grandchildren
Researching and organizing information to be utilized for an event, presentation, teaching in school, museum exhibit etc.

Acknowledgement
• I have read and agree to the statement listed below.

Signature
Approvals

Chris S. Sorensen
Councilmember's Signature

7-11-17
Date

Library Board
Board/Commission

[Signature]
Director's Signature

7-11-17
Date
DATE: July 10, 2017

TO: Mayor and City Council

FROM: Jeffrey L. Anderson, City Engineer

SUBJECT: SR 77 (400 SOUTH) WIDENING – I-15 TO 2600 WEST – UDOT UTILITY MEMORANDUM OF AGREEMENT

RECOMMENDED ACTION

Motion to approve a Utility Memorandum of Agreement between the Utah Department of Transportation (UDOT) and Springville City for the purpose of utility work (including but not limited to protecting in place, adjusting or relocating City infrastructure) in conjunction with the widening of State Route 77 (aka 400 South) from the I-15 to 2600 West from a two (2) lane roadway to a five (5) lane facility.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

The Springville City General Plan’s Transportation and Circulation section lists the following goal:

To provide and maintain a vibrant multi-modal transportation network that encourages flow, safety, and a consideration for the aesthetics of the community.

SUMMARY OF ISSUES/FOCUS OF ACTION

This Utility Memorandum of Agreement between UDOT and Springville City will allow UDOT to perform utility work (including but not limited to protecting in place, adjusting or relocating City infrastructure) necessitated by the above referenced project. The agreement stipulates that UDOT’s consultants will design the utility work and UDOT’s contractors will furnish all labor, equipment and materials to construct the work. The City will perform the necessary design review and construction inspection of the utility work.

DISCUSSION

State Route 77 (aka 400 South) from the I-15 to the west, is a roadway in flux. SR 77, at the I-15 interchange, is a five (5) lane section that quickly transitions to a three (3) lane section and remains that way until 2600 West. Recent development in the area (particularly the Loves Truck Stop and the Outlook apartments on 2600 West) has greatly increased traffic volumes on SR 77 west of I-15. UDOT recently installed a new traffic signal at the intersection of SR 77 and 2200 West which has helped improve safety at the intersection and move trucks in and out of the new truck stop more
efficiently. But shortly after the installation of the signal, UDOT realized that additional lanes were needed on SR 77 to provide additional capacity and convey the increased traffic.

This project will add an additional lane in both the eastbound and westbound directions with curb, gutter and sidewalk constructed on both sides of the street. In conjunction with the road widening UDOT will install new storm drain lines in SR 77 and upsize existing lines to collect and convey the storm runoff from the wider road. Several existing fire hydrants will be relocated as well.

**FISCAL IMPACT**

UDOT is fully funding the cost of the widening project. UDOT’s contractors will furnish all labor, equipment and materials to construct the work. The fiscal impact to the City will be in the form of staff time for design review and construction inspection.

**Exhibit A**

UDOT Utility Memorandum of Agreement
Springville City
110 South Main Street
Springville, Utah 84663

ATTENTION: Jeff Anderson

SUBJECT: F-077(14)7; Utah County
SR-77 400 S Springville, Spanish Fork Main
CID No. 54774; PIN 13421

Mr. Anderson,

Attached is the proposed MOA agreement between the Utah Department of Transportation and Springville City for the above noted subject. Please execute an original copy and return it to me (UDOT, Attn: Rux Rowland, 658 North 1500 West, Orem, Utah 84057, or via email: rrowland@utah.gov) for further handling. Do not fill the date in on the first paragraph of the agreement, as it will be stamped by our Comptroller's Office. If you find the agreement unsatisfactory, edit and return the agreement or list your comments and return them to our office for our review. A copy of the fully executed agreement will be furnished when available along with the authorization to proceed with work.

Please feel free to contact me if you have any questions, 801-222-3412.

Yours truly,

Rux Rowland
Utilities & Railroads Leader
Region 3

cc: Amber Routson, Central Construction, Box 148220
File
UTILITY MEMORANDUM OF AGREEMENT

This Utility Memorandum of Agreement, hereinafter referred to as “Agreement”, is entered into this ___ day of ______________________, 20___, by and between the Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and Springville City (“City”), a Political Subdivision in the State of Utah.

RECITALS

WHEREAS, UDOT is engaged in preparing plans, specifications and estimates of costs toward constructing a roadway widening project, known as SR-77 400 S Springville SF Main to I-15, in Utah County, Utah (Project), and;

WHEREAS, Project construction necessitates adjusting the City’s utility facilities (“Utility Work”). Utility Work includes protection in place, adjustment and/or relocation, and;

WHEREAS, UDOT’s consultants and contractors will design and construct the Utility Work affecting the City’s facilities and necessitated by the Project; and

WHEREAS, the City will perform the necessary design review and inspection to accommodate the Project; and

This Agreement is made to set out the terms and conditions where under the Utility Work shall be performed.

AGREEMENT

Now therefore, it is agreed by and between the parties as follows:

1. Contact Information
   a. UDOT’s Resident Engineer is Travis Ackermann, 801-222-3466, tackermann@utah.gov, or his designated representative as assigned.

   b. City’s contact person is Jeff Anderson, telephone number (801) 491-2780, and email janderson@springville.org.

2. Scope of Utility Work
   Work on City’s facilities will consist of Replacement, Adjustment and Protecting Facilities in Place where feasible. All proposed work is shown in the attached City approved Utility Work plan, Exhibit A.
3. **Project Specific Special Provisions**
   a. Access to City Facilities during Project construction:
      i. UDOT permits access within the Project limits to the City for maintenance activities during construction. The City shall notify UDOT's Resident Engineer 24-hours prior to arriving on site.
      ii. In case of emergency, the City is permitted to access its facilities and shall give notification by telephone and in a written report of incident to UDOT's Resident Engineer within 24-hours of the incident.
   b. Requirements/restrictions:
      i. The City facilities must be operational and deliver flows at all times throughout the project.
      ii. UDOT must seek written approval for any interruption to the City facilities.

4. **UDOT to Perform Utility Work**
   UDOT shall perform the necessary field and office engineering, and will furnish all labor, equipment and materials to perform the Utility Work necessitated by the Project at no cost to the City.

5. **City to Inspect Utility Work**
   The City will perform inspection of the Utility Work on the City’s facilities that will be performed by UDOT. UDOT will accomplish the Utility Work on the City’s facilities in accordance with the plans and specifications approved by the City. The City will require two (2) business days’ notice to schedule a Utility Work inspector for each location.

6. **Conformance with Utah Administrative Code R930-7**
   The design and construction of the Utility Work will be in conformance with Utah Administrative Code R930-7, and any supplements or amendments.

7. **UDOT to Notify City Before Beginning Utility Work**
   The UDOT’s Resident Engineer will notify the City at least 1 week in advance of beginning any Utility Work. Notification shall be by email with confirmation receipt. When the City experiences emergency work of its own during Utility Work on the Project, it will address the emergency, after which it will again informally notify the Resident Engineer’s office as to when Utility Work will be resumed on the Project. In the event the Resident Engineer cannot be contacted, the City shall notify the Region Utility and Railroad Leader Rux Rowland, 801-222-3412, rrowland@utah.gov.

8. **Acceptance**
   UDOT will provide notification to the City for acceptance of the Utility Work upon completion of the final inspection of the City’s facilities. The City will have 60-days to respond to UDOT with any additional comments regarding the Utility Work. In the event that UDOT does not receive a written response within 60-days, UDOT will designate the Utility Work accepted by City.
9. **Maintenance**
The City agrees that, upon completion of Utility Work of City facilities to accept, own, and maintain its own facilities. UDOT agrees that the City shall be the sole owner of the facilities upon completion of the Project unless otherwise agreed to by the parties. To the extent it may lawfully do so, the City further agrees to relieve UDOT from any responsibility or liability that may result from its new facilities or the operation thereof.

10. **Post Project Access**
Upon completion of the Project, it is understood that access for maintenance and servicing of City’s property located on the right of way of the Project will be allowed only by permit issued by UDOT to the City, and that the City will obtain the permit and abide by conditions thereof for policing and other controls in conformance with Utah Administrative Code 930-7.

11. **Miscellaneous**
a. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.
c. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party.
d. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Springville City

Title: ____________________________________________

Date: ____________________________________________

Recommended for Approval
Title: Utility and Railroad Leader
Date: ________________________________

Utah Department of Transportation
Title: Region Director
Date: ________________________________

Approved as to Form
UDOT Comptroller Office
Title: Contract Administrator
Date: ________________________________

The Utah State Attorney General’s Office has previously approved all paragraphs in this Agreement as to form.
DATE: July 11, 2017

TO: Honorable Mayor and City Council

FROM: Distribution Superintendent Brandon Graham

SUBJECT: UDOT 100% UTILITY REIMBURSEMENT AGREEMENT

RECOMMENDED MOTION
It is recommended that Springville City Power Department, enter into a Reimbursement Agreement with the State of Utah Department of Transportation.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE
It is a goal of the department to provide the best customer service possible with the highest level of reliability and stable rates. The department strives to communicate with customers about electrical safety, energy efficiency and conservation, project planning, construction and operating improvements.

BACKGROUND
UDOT is widening the intersection at 2200 west and 400 south and need us to move a primary junction box out of the new street right of way.

DISCUSSION
UDOT will pay for parts and labor, for our crews to move the primary junction box.

ALTERNATIVES
Let an outside contractor do the work.

FISCAL IMPACT
UDOT will pay Springville Electric Department $9,205.22, to complete the work

Brandon Graham
Brandon Graham
Distribution Superintendent
100% UTILITY REIMBURSEMENT AGREEMENT

This Agreement, made and entered into this __ day of ______________________, 20____, by and between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah, and Springville City ("City"), Political Subdivision in the State of Utah.

UDOT is engaged in preparing plans, specifications and estimates of costs toward constructing a road widening project, known as 13421 SR-77 400 S Springville SF Main to I-15, in Utah County, Utah. Project construction necessitates relocating the Company’s utility facilities. Utility Work includes the protection in place, adjustment of the facilities, and relocation of the Company’s facilities.

This Agreement is made to set out the terms and conditions where under the Utility Work shall be performed.

AGREEMENT

Now therefore, it is agreed by and between the parties as follows:

1. Scope of Utility Work

   Relocate existing facilities, A copy of the detailed work plans is included in Exhibit A that is incorporated by reference.

2. Project Specific Special Provisions

   a. None

3. City to Perform Utility Work

   The City, with its regular engineering and construction forces at its standard schedule of wages and working hours, or through its qualified contractors with whom it has continuing contracts, and in accordance with 23 C.F.R. §645, subpart A, shall perform the necessary field and office engineering, furnish all materials, and perform the Utility Work covered herein, except as noted above. The City shall not perform any Utility Work until authorized in writing by UDOT.

4. Conformance with Utah Administrative Code R930-7

   The design and construction of the Utility Work, access for future maintenance and servicing of City’s property located on the right of way of the Project, will be in conformance with Utah Administrative Code R930-7, and any supplements or
amendments.

5. **UDOT to Inform its Contractor**

   UDOT will, by its standard specifications and/or special provisions, inform its contractor of the coordination and cooperation required for timely completion of Utility Work. UDOT will also inform its contractor of the approximate schedule for completion of the Utility Work and the City shall diligently pursue its Utility Work so that completion can be accomplished as soon as possible after having been authorized to proceed.

6. **City to Notify UDOT Before Beginning Utility Work**

   The City will notify UDOT’s Resident Engineer, Travis Ackermann, 801-222-3466, tackermann@utah.gov at least 1 week in advance of beginning any Utility Work. Notification shall be by email with confirmation receipt. When the City experiences emergency work of its own during Utility Work on the Project, it will take care of the emergency, after which it will again informally notify the Resident Engineer’s office as to when Utility Work will be resumed on the Project. Failure on the part of the City to give proper notification to UDOT’s Resident Engineer’s office will result in UDOT’s disallowance of reimbursement for that portion of the City’s Utility Work performed while not under the surveillance of UDOT’s Resident Engineer or its authorized representative. In the event the Resident Engineer cannot be contacted, City shall notify the Region Utility and Railroad Leader, Rux Rowland, 801-222-3412, rrowland@utah.gov.

7. **Buy America Requirements (Exhibit B)**

   The City, while engaged in the adjustment or relocation of its facilities on this Project, will comply with the requirements of 23 C.F.R §635.410, Buy America Requirements. City will provide UDOT’s Resident Engineer with signed Buy America Certifications prior to or at the time subject materials are delivered to the Project site, according to the specific instructions and format set forth in the attached *(Exhibit B)* that is incorporated by reference.

8. **Traffic Control and Flagging**

   UDOT will provide MOT and traffic control for Utility Work at no cost to the City for Utility Work that is scheduled and occurs during active construction of the Project. Except in the case of emergencies, Utility Work will be scheduled and comply with the requirements of the Limitation of Operations contained in UDOT’s contract with respect to lane closures, peak hour work restrictions, holiday and special event limitations, etc. If UDOT’s contractor is not providing traffic control for the City then the City shall use UDOT approved traffic control devices and conform to the standards set forth in the Manual on Uniform Traffic Control Devices and 23 C.F.R. §630,
Subpart J.

All flagging personnel shall be certified.

9. **UDOT to Provide Survey Control**

Surveying and staking of roadway facilities will be provided in accordance with UDOT’s Standard Specifications. The cost of the surveying and staking will be at UDOT’s expense and the City will have no obligation for the cost of surveying. Any of UDOT’s survey control stakes or bench markers, which are removed or damaged by the City, shall be reestablished by UDOT at the City’s expense.

10. **Discovery of Historical Objects**

The City, while engaged in the relocation of its facilities, shall comply with UDOT’s Standard Specifications, Section 01355, Subpart 3.8, Discovery of Historical, Archeological or Paleontological Objects, Features, Sites, or Human Remains.

11. **Daily Record Keeping**

UDOT, through its Resident Engineer, will keep daily record of the Utility Work performed by the City; such daily record to be in duplicate on a form to be prepared by the City and/or UDOT. The type of form to be used shall be approved by UDOT’s Contracts, Estimates and Agreements Office. The daily record shall be signed by UDOT’s Resident Engineer and City’s authorized representatives in the space provided for on the record form. Copies of the record forms shall be retained by all parties to this Agreement. When emergencies occur, requiring the City’s work forces to leave the job, the record keeping shall be resumed upon return to the Project.

12. **Reimbursement for City’s Utility Work**

The City shall be reimbursed by UDOT for 100% of the actual costs incurred by the City for performing the Utility Work located along SR-77 within State right of way as required by Utah Code §72-6-116. An estimate of the cost of Utility Work was furnished by the City to UDOT in the amount of $9,205.22. The estimate is based upon the prices of materials and labor current as of the date of the estimate. The estimate does not account for increases due to unknown and unforeseen hardships in accomplishing the Utility Work. A copy of the details of the estimate is marked Exhibit C that is incorporated by reference.

<table>
<thead>
<tr>
<th>Estimated Cost</th>
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<td>Estimated Cost to Company</td>
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</tr>
<tr>
<td>Estimated Cost UDOT</td>
<td>$9,205.22</td>
</tr>
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</table>
13. Salvage Credit for Recovered Materials

All materials from the existing facilities, which are recovered in suitable condition for reuse by the City and not reused on the Project, shall be credited to the cost of the Project at current stock prices in accordance with 23 C.F.R. § 645.117. If the recovered materials are not suitable for reuse, they shall be credited at salvage prices or such other prices as agreed upon between the City and UDOT following inspection of the recovered material.

14. Changes in the Utility Work

In the event there are changes in the scope of the Utility Work, extra Utility Work, or changes in the planned Utility Work covered by this Agreement, a modification to this Agreement signed by the parties is required prior to the start of Utility Work on the changes or additions.

15. City to Mark Facilities

City is required to mark all underground facilities with approved markers and to keep on file “as constructed plans” of all its Utility Work for future reference.

16. Billing and Payment

The City shall submit itemized bills covering its actual costs incurred for performing the Utility Work bearing the Project number together with supporting documentation. The City shall submit one final and complete bill incorporating previous billing details within 6 months following completion of the Utility Work by the City on UDOT's Project to UDOT's Construction Division, 4501 South 2700 West, Salt Lake City, Utah 84114-8405, Attention: Contracts, Estimates and Agreements Specialist. UDOT's Resident Engineer will review the billings, give verification of the Utility Work performed and forward the billings to UDOT's Construction Office for processing. UDOT will reimburse the City within 60 days after receipt of the billings, but only for those items complying fully with the provisions of 23 C.F.R. § 645, subpart A. Failure on the part of the City to submit the billings within 6 months’ time limit may result in UDOT's disallowance of that portion of Utility Work performed by the City, except as agreed to between the parties in advance. Any Utility Work performed without proper notification to UDOT's Resident Engineer's office will be cited to the City and may be deducted from the reimbursement.
17. Costs Differ by More than 10%

If City’s actual costs incurred for its force account Utility Work differs more than 10% plus or minus per line item from its detailed estimates shown in Exhibit B then the City is required to submit a letter of explanation with its billings indicating why and how the difference in costs occurred. The City is required to match its billings of completed Utility Work with its detailed estimates.

18. Right to Audit

UDOT and/or the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. §645, subpart A. Should this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of Utility Work covered herein for a minimum of 3 years after final payment is received by the City from UDOT.

19. Miscellaneous

a. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.

b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.

c. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party.

d. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.

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

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<tr>
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Approved as to Form

The Utah State Attorney General’s Office has previously approved all paragraphs in this Agreement as to form.

<table>
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Exhibit B
Buy America

Federal-aid projects are subject to 23 C.F.R. § 635.410, Buy America Requirements. This federal regulation requires a domestic manufacturing process for all steel or iron products that are permanently incorporated into federal-aid highway construction projects. This includes relocation projects performed by utility companies and reimbursed by the Utah Department of Transportation. This exhibit establishes the required documentation and Company responsibilities to demonstrate compliance with this federal law. A copy of the federal regulation can be found at: http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm

A. All products manufactured from steel and iron must be manufactured in the United States to be considered domestic.
   1. All manufacturing processes of the steel and iron material in a product such as melting, rolling, extruding, machining, bending, grinding, drilling, and coating must occur within the United States.
   2. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. The material applied as a coating is not subject to Buy America.

B. Maintain Material Certifications of Compliance and submit to UDOT's Resident Engineer prior to payment and incorporation of the materials into a project.
   1. Include as a minimum the following information for Material Certifications of Compliance for Buy America:
      a. Signed mill test report.
      b. Signed certification by each Fabricator and Manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States.
      c. Material descriptions, quantities, and means of material identification such as heat numbers, lot numbers, and other industry identification markings for each process the material underwent so the final product can be tracked through a step process from melting to final product.
      d. Tracking quantities is not required for coating operations and for mill certifications
   2. Include all steel or iron materials that can’t be substantiated as being of domestic origin in cost documentation for foreign steel or iron.

C. The above requirement does not preclude a minimal use of foreign steel or iron, provided the cost of the steel or iron used does not exceed one tenth of one percent (0.1 percent) of the total contract amount or $2,500, whichever is greater.
   1. Company shall track the use of all permanent foreign steel incorporated in the project.
2. Provide satisfactory cost documentation to UDOT’s Resident Engineer prior to payment and incorporation of the materials into the project when foreign steel or iron is used.

D. The following are exempt from Buy America except as noted:
   1. Temporary steel or iron materials.
   2. Materials left in place for the Company’s convenience that could be removed without damaging the completed work
   3. Items such as nuts, bolts, washers, screws, concrete chairs, spacers, etc. and other steel or iron parts that may be considered miniscule or non-structural to the whole of the project.
   4. Fencing stays, clips, staples, or other miscellaneous fencing components
   5. Manufactured assemblies:
      a) The combined weight of steel and iron content is less than 51 percent when delivered to the job site for installation.
      b) Not predominantly steel and iron as determined by UDOT
      c) The major steel and iron components of the following and other similar assemblies must meet Buy America requirements:
         i. Concrete pre-cast items such as pipe, poles, boxes, manholes, vaults or similar structures.
         ii. Steel rebar as a component of placed concrete.
## EXHIBIT C

**SPRINGVILLE CITY CORPORATION**  
**ELECTRIC DEPARTMENT**  
777 NORTH 450 WEST  
TEL: 801-489-2750  FAX: 801-489-2754  

**DATE**  
27-Mar-17

### DEPARTMENT FEE ASSESSMENT

### NEW CUSTOMER INFORMATION

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### FEE ASSESSMENT

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### TOTAL ELECTRIC DEPT. FEES

$9,205.22
DATE: July 5, 2017

TO: Honorable Mayor and City Council

FROM: Corey Merideth, Recreation Director

SUBJECT: FARMERS MARKET CONTRACT

RECOMMENDED MOTION

Motion to APPROVE contract between Springville City and Happy Valley Farmers Market.

BACKGROUND

Happy Valley Farmers Market currently has 2 locations, Wednesday evenings in American Fork and Friday evenings in Provo. After trying an abbreviated season last year, which was a success, HVFM dropped American Fork and would like to do a full season here in Springville. Dates that were agreed upon are Monday evenings from 5pm – 9pm:

- July 31, 2017 – World Folkfest Street Dance
- August 7, 2017
- August 14, 2017
- August 21, 2017
- August 28, 2017
- September 4, 2017
- September 11, 2017
- September 18, 2017 – Springville Birthday
- September 25, 2017
- October 2, 2017
- October 9, 2017
- October 16, 2017
- October 23, 2017

Happy Valley Farmers Market is made up of a community of local farmers and artisans with a common goal in mind- to bring our community together and celebrate our talent within it. Our market was established to provide a place to find fresh, local produce and unique, handmade items.
DISCUSSION

Staff asked a question to HVFM why do we pay them to run the market and what does Springville City get from hosting the market. Here is their response;

The biggest reason is **Community** (This will be Springville City's farmers market) Plus you don't have to hire anyone.

Happy Valley Farmers Market is made up of a community of local farmers and artisans with a common goal in mind- to bring our community together and celebrate our talent within it. Our market was established to provide a place to find fresh, local produce and unique, handmade items.

Community, it is who we are.
Buy Local.
Eat Fresh.
Live Happy.

Springvilles’ new farmers market will stimulate local Economics.

ALTERNATIVES

Different sites that were looked at included Civic Center, Library and Arts Park.

FISCAL IMPACT

Happy Valley Farmers Market will receive $3,000 to operate the Farmers Market. This is the same amount we paid last year for a 4 night season, whereas this year will be a 3 month season, 13 nights.

Corey Merideth
Recreation Director

Attachments - Contract
AGREEMENT
(Happy Valley Farmers Market)

Agreement made the ___27___ day of June, 2017, by and between Springville City, a municipality of the State of Utah, with its principal office at 110 South Main Street, Springville, Utah (hereinafter referred to as “Springville”) and Happy Valley Farmers Market a DBA of Jamie Wadley, with its principal office at 218 East 1800 South, Orem, Utah (hereinafter referred to as “Happy Valley”).

Purpose. Springville wishes to have an innovative farmers’ market held in Springville’s Art Museum parking lot as specified herein (the “Farmers’ Market”), and Happy Valley has agreed to operate and manage the Farmers’ Market in accordance with this Agreement. 2.

Location, Dates & Time. The parties desire to locate the Farmers’ Market in parking lot of the Springville Museum of Art located at approximately the intersection of 200 East and 400 South in Springville (the “Farmers’ Market Site”). The Farmer’s Market Site is shown on Exhibit “A.” The parties acknowledge and agree that Springville does not own all of the Farmers’ Market Site. Most of the Farmers’ Market Site is owned by the Nebo School District, and the School District allows the City to utilize the Farmers’ Market Site pursuant to an interlocal agreement between the City and the School District. Accordingly, the parties agree that Springville has the unilateral right to relocate the Farmers’ Market Site should it be necessary to do so for any reason or no reason. In the event that the Farmers’ Market Site is relocated somewhere besides the Art Museum, the parties will discuss the new site before it is moved.

The Farmers’ Market shall run in the months of July through October 2017, as follows:
5:00 pm to 9:00 pm

| July 31, 2017 | September 4, 2017 | October 9, 2017 |
| August 7, 2017 | September 11, 2017 | October 16, 2017 |
| August 14, 2017 | September 18, 2017 | October 23, 2017 |
| August 21, 2017 | September 25, 2017 | **Birthday Theme** |
| August 28, 2017 | October 2, 2017 | **Birthday Theme** |

Happy Valley may begin setting up the Farmers’ Market two (2) hours before the Farmers’ Market is to begin on the above listed dates. The Farmers’ Market must be cleaned up within one (1) hour after the Farmers’ Market ends as stated on the above dates.

3. Term of Contract. This Agreement shall remain in effect through October 31, 2017.

This agreement may be terminated by either party by providing a ten (10) day written notice of termination.
4. **Payments.** Springville City shall pay Happy Valley the total amount of $3,000 for operating the Farmers’ Market. The $3,000 shall be paid to Happy Valley in two payments of $1,500 each. The first payment will be paid on or before July 31, 2017. The second payment will be paid within five days after the last day of the 2017 Farmers’ Market.

5. **Springville’s Responsibilities.** Springville’s sole responsibility under this Agreement shall be to provide the grounds for the Farmers’ Market.

6. **Happy Valley’s Responsibilities.**
   
   a. **Farmers’ Market Activities.** Happy Valley shall provide those Farmers’ Market Activities as listed on Exhibit “B.”

   b. **Electrical Power and Other Utilities.** Happy Valley shall furnish all electric power and other utilities required for operation of the Farmers’ Market. In the event that Happy Valley desires to obtain such electricity from Springville’s municipal electric power system it shall pay all appropriate connection fees and charges for electric power and energy as provided by Springville’s current power rate resolution. Any such connection shall be made in accordance with all applicable electrical codes.

   c. **Trash.** Happy Valley shall be responsible for garbage collection within the premises of the Farmers’ Market Site. Happy Valley shall restore the Farmers’ Market Site to its prior condition upon conclusion of each day the Farmers’ Market is held. Such restoration shall include cleaning and removal from the site of all refuse and debris.

   d. **Federal, State & Local Laws.** Happy Valley shall operate the Farmers’ Market in accordance with all relevant Federal, State and local laws, including, but not limited, to all worker’s compensation and employer’s liability insurance requirements. In the event that Happy Valley subcontracts any work for the Farmers’ Market, Happy Valley shall require the subcontractor(s) similarly to provide worker’s compensation insurance as required by the laws of the State of Utah.

7. **Indemnity.** Happy Valley shall indemnify, release and defend, with counsel of Springville’s choice, and hold Springville and its elected officials, appointed officers, employees, agents, representatives, and volunteers harmless from and against any and all loss, damage, injury, death, accident, fire, or other casualty, liability, claim, lawsuit, cost, or expense (including, but not limited to, reasonable attorneys’ fees) of any kind or character to any person or property, including Springville’s property, from or by any person, entity, claimant, third party, Happy Valley and/or Happy Valley’s employees, subcontractors, volunteers, invitees, agents or any other person or entity that is part of the Farmers’ Market, arising from or relating to (1) Happy Valley’s operations under this Agreement; (2) any use of the Farmers’ Market Site; (3) the Farmers’ Market; (4) any act or omission of Happy Valley; (5) any bodily injury, property
damage, accident, fire or other casualty to or involving Happy Valley or Happy Valley’s employees, subcontractors, volunteers, invitees, agents or any other person or entity related to the Farmers’ Market and its or their property on the Farmers’ Market Site and/or adjacent areas caused by any act of Happy Valley or Happy Valley’s employees, subcontractors, volunteers, invitees, agents or any other person or entity related to the Farmers’ Market; (6) any violation by Happy Valley of any law or regulation now or hereafter enacted; (7) any loss resulting from the failure of Happy Valley to maintain the Farmers’ Market Site in a safe condition, (8) any loss or theft whatsoever of any property or anything placed or stored by Happy Valley or Happy Valley’s employees, subcontractors, volunteers or agents on or about the Farmers’ Market Site and/or adjacent areas, and (9) any breach by Happy Valley of its obligations under this Agreement. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement, as long as the acts or conduct from which the claim arises occurs prior to the expiration or termination of this Agreement.

8. **Insurance.** Happy Valley shall, at Happy Valley’s sole expense, maintain a policy of comprehensive commercial liability insurance insuring Springville’s interests against claims for personal injury, bodily injury, death, and property damage arising out of Happy Valley’s operation of the Farmers’ Market and required duties under this Agreement, covering personal injury liability, bodily injury liability, and property damage liability on occurrence form of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate with waiver of rights of subrogation. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations during the Farmers’ Market. Springville must be endorsed as an additional insured on such policy.

9. **Miscellaneous.**  

**Attorney’s Fees:** If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney’s fees and costs from the breaching party or parties.

**Binding Effect:** This Agreement shall be binding on the parties and their respective heirs, successors and assigns.

**Governing Law:** This Agreement shall be governed by the laws of the State of Utah.

**Modifications:** This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.

**Notices:** Any notice, demand, request, consent, approval or other communication (collectively, the “Notices”) required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax,
the date that the telefax is acknowledged as received.

**Assignment:** Neither party may assign this Agreement without the written consent of the other party.

**No Waiver:** No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

**Section Headings:** The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Springville, Utah, the date first above written.

SPRINGVILLE CITY

**BY:** ________________________________

Wilford Clyde, Mayor

Attest:

_____________________________________

City Recorder

HAPPY VALLEY FARMERS MARKET

**By:** ________________________________

Jamie Wadley, General Manager
DATE: July 10, 2017

TO: The Honorable Mayor and City Council

FROM: Bradley Neel, Buildings and Grounds Director

SUBJECT: CONSIDERATION OF APPROVING SURPLUS FUNDS FOR CANYON PARKS BACKHOE

RECOMMENDED ACTION

Motion to Approve accepting and receiving $15,000 surplus for the Canyon Park backhoe that has been sold. This piece of equipment was sold due to age and cost to repair vs. value of the backhoe unit.

GOALS AND OBJECTIVES

We are now leasing the Canyon Parks backhoe from CAT as this was discovered to be a more viable and cost effective option year over year.

BACKGROUND

ALTERNATIVES

FISCAL IMPACT

$15,000 revenue back to the City.
Springville City
Surplus Property Form

This form is to be used to notify the City Administrator whenever there is a permanent change in the location of City-owned personal property or whenever an item is lost, stolen, or proposed to be placed on the surplus property list for disposal.

Date: 06/14/2017
Department: Central Shop
Contact: Steven Healey Or Ashley Curtis
Phone: 491-2762

Items to be Transferred to Surplus Property List

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Authorizations

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<th>City Administrator Signature</th>
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<tr>
<td>B. Staley</td>
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<tr>
<td>Len Frederickson</td>
<td>Date 6-15-17</td>
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B. Staley 7/5/17
Len Frederickson 7-5-17
B. Staley 7-10-17
DATE:    July 10, 2017
TO:      Mayor and City Council
FROM:    Bradley D. Stapley, Director of Public Works
SUBJECT: AMENDING RESOLUTION 2017-14 SHIFTING THE
COMMENCEMENT BILLING DATE FOR THE NEW RATE
STRUCTURE FOR CULINARY WATER RATES TO MATCH
WATER USE IN THE NEW FISCAL YEAR

RECOMMENDED ACTION

Approve Resolution ___________ establishing a new commencement billing date for the
new water rates for culinary and secondary water for those customers connected to the
Springville City municipal culinary and secondary water systems.

SUMMARY OF ISSUES/FOCUS OF ACTION

The City provides safe and reliable culinary water to a variety of customers both inside and
outside of the City’s boundaries. This resolution establishes a new commencement billing
date for culinary and secondary water in the City.

DISCUSSION

This resolution amends Section 4 of Resolution 2017-14, changing the commencement
date for the new water rates approved by the City Council at the June 20, 2017, City
Council meeting.

The new commencement date will allow proper billing of culinary water rates in
correlation with the usage of water beginning with the recently adopted City 2017-18
Budget.

FISCAL IMPACT

The new commencement date will result in approximately $20,000 in missed revenues in
the coming fiscal year, but is more reflective of actual use in the new fiscal year.
RESOLUTION #2017-XX

A RESOLUTION ESTABLISHING RATES AND FEES FOR PROVIDING CULINARY AND SECONDARY WATER BY MEANS OF THE SPRINGVILLE CITY MUNICIPAL CULINARY AND SECONDARY WATER SYSTEMS

WHEREAS, Section 4-2-105 of the Springville City Code directs the City Council to establish by resolution water rates and fees for customers of the culinary water and secondary water systems of Springville City; and

WHEREAS, Springville City and the Springville City Water Board have completed a study evaluating both culinary water rates and secondary water rates for water users both within and outside of the City boundaries; and

WHEREAS, special facilities of significant cost are required to provide Canyon Water Users in left-hand fork of Hobble Creek Canyon above the City’s Rotary Hydro Facility with culinary water; and

WHEREAS, all established water rates, whether for culinary or secondary water should be just and reasonable, meaning just and reasonable as to the cost of providing service to each category of customer and economic impact of charges on each category of customer; and

WHEREAS, a culinary water base rate and corresponding tiered rate structure for both culinary and secondary water will help to accomplish the following goals: revenue and rate stability; equity and fairness; affordability; water conservation; and simplicity for all water users; and

WHEREAS, a Canyon Water User Facility Fee will also help to accomplish the following goals: revenue and rate stability; equity and fairness; affordability; water conservation; and simplicity for all water users.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Springville, Utah that:
SECTION 1: Users of water from the City’s Culinary Water System, who *do not* have pressurized Secondary Water “available,” as described in Section 3 of this Resolution, to their respective parcel(s), shall pay the following charges and rates for Culinary Water, which shall be the sum of the following:

Residential Units within the Springville City boundaries with a Meter

1. The following fees are applicable for water usage after the winter usage reading is made sometime in March and until a pre-winter reading is made sometime in October:

   (a) A minimum Culinary Water Base Monthly Fee on each bill as outlined in the City’s Comprehensive Fee Schedule. One bill will be sent each month. The monthly reading will be rounded down to the nearest thousand; and

   (b) Usage set forth herein will be rounded to the nearest hundredth after calculation, and will be billed as outlined in the City’s current Comprehensive Fee Schedule according to each of the Usage Tiers (Tiers 0 – 8) designated therein; and

   i. Tier 0: There will be no charge for the first 0.16666 thousand gallons times the number of days in the monthly reading cycle for the monthly bill; and

   ii. Tier 1: There will be a charge for each thousand gallons or portion thereof for the next 0.23333 thousand gallons times the number of days in the monthly reading cycle; and

   iii. Tier 2: There will be a charge for each thousand gallons or portion thereof for the next 0.26666 thousand gallons times the number of days in the monthly reading cycle; and

   iv. Tier 3: There will be a charge for each thousand gallons or portion thereof for the next 0.66667 thousand gallons times the number of days in the monthly reading cycle; and

   v. Tier 4: There will be a charge for each thousand gallons or portion thereof for the next 0.66667 thousand gallons times the number of days in the monthly reading cycle; and

   vi. Tier 5: There will be a charge for each thousand gallons or portion thereof for the next 1.33333 thousand gallons times the number of days in the monthly reading cycle; and

   vii. Tier 6: There will be a charge for each thousand gallons or portion thereof for the next 1.66667 thousand gallons times the number of days in the monthly reading cycle; and

   viii. Tier 7: There will be a charge for each thousand gallons or portion thereof for the next 1.66667 thousand gallons times the number of days in the monthly reading cycle; and

   ix. Tier 8: There will be a charge for each thousand gallons or portion thereof for any amounts above 6.66666 thousand gallons times the number of days in the monthly reading cycle.
2. The following fees are applicable during the winter months between the October pre-winter reading and March reading. Meters are not read monthly during the winter months described above:

(a) A minimum Culinary Water Base Monthly Fee as outlined in the City’s Comprehensive Fee Schedule will be charged on the monthly bill; and
(b) The total amount of water used during the winter will be read and rounded down to the nearest thousand gallons in March of each year. The user will not be charged for 5,000 gallons times the number of months between readings; and
(c) There will be a “Winter Month” charge, as outlined in the City’s Comprehensive Fee Schedule for each thousand gallons or portion thereof used in excess of the amount set forth in subsection (b) above on the March bill.

Commercial, Industrial, or Residential with a Master Meter

1. Industrial water users are defined as any customer connected to the City's Culinary Water System that uses in excess of 10,000,000 gallons per month. Rates shall be in accordance with the City's Comprehensive Fee Schedule.
(a) A minimum Culinary Water Base Monthly Fee as outlined in the City’s Comprehensive Fee Schedule will be billed each.
(b) An additional fee for each one-thousand gallons will also be billed as outlined in the City’s Comprehensive Fee Schedule.

2. Commercial water users are defined as any non-industrial or non-residential customer connected to the City's Culinary Water System.
(a) A minimum Culinary Water Base Monthly Fee as outlined in the City’s Comprehensive Fee Schedule will be billed each month.
(b) An additional fee for each one-thousand gallons will also be billed as outlined in the City’s Comprehensive Fee Schedule.

3. Residential water users served by a Master Meter are defined as residential water customers within or outside the City boundaries that are connected to the City's Culinary Water System via a Master Meter, but served by a private water system serving multiple (greater than three) residences.
(a) The rates and fees for residential water users served through a Master Meter shall be computed by taking the total monthly reading and dividing it by the number of residential water connections served by the respective Master Meter. This calculated individual volume will be applied to the Usage Tier rate structure and billed accordingly.

Outside City Limit Customers
1. The fees for use of the municipal Culinary Water System for all users located outside corporate limits of the City shall be in an amount that is the same as city residents, except as outlined in paragraph 3 below.

2. The rates and fees for residential water users outside the City boundaries served through a Master Meter shall be computed by taking the total monthly reading and dividing it by the number of residential water users served by the respective Master Meter. This calculated individual volume will be applied to the Usage Tier rate structure and billed accordingly.

3. A Canyon Water Users Utility Fee, as outlined in the City’s Comprehensive Fee Schedule shall be added to the base fee each and every month to offset costs for additional vaults, specialized pressure reducing equipment, and conveyance pipeline needed to provide culinary water at reasonable pressures to water users located above the City’s Rotary Hydro Facility in left-hand fork of Hobble Creek Canyon.

SECTION 2: Users of water from the City’s culinary water system that have pressurized Secondary Water “available,” as described in Section 3 of this Resolution, to their parcel(s), shall pay modified charges and rates for Culinary and Secondary water as follows:

CULINARY WATER USERS – FEES & CHARGES

Residential Units within the Springville City boundaries with a Meter

1. The following fees are applicable for water usage after the winter usage reading is made sometime in March and until a pre-winter reading is made sometime in October:
   (a) A minimum culinary water base fee on each bill as outlined in the City’s Comprehensive Fee Schedule under “Residential Culinary Water Rates (Secondary Water Available)” One bill will be sent each month. The monthly reading will be rounded down to the nearest thousand; and
   (b) Culinary Water usage shall be billed at a rate of 1.10 times the Usage Tiers described in SECTION 1(b) of this Resolution, and as shown in the City’s Comprehensive Fee Schedule under “Residential Culinary Water Rates (Secondary Water Available)”.

2. The following fees are applicable during the winter months between the October pre-winter reading and March reading. Meters are not read monthly:
   (a) A minimum culinary water base fee each month as outlined in the City’s Comprehensive Fee Schedule under “Residential Culinary Water Rates (Secondary Water Available)” will be charged on the monthly bill; and
   (b) The total amount of water used during the winter will be read and rounded down to the nearest thousand gallons in March of each year. The user will not be charged for 5,000 gallons times the number of months between readings; and
(c) There will be a “Winter Month Charge”, as outlined in the City’s Comprehensive Fee Schedule under “Residential Culinary Water Rates (Secondary Water Available)” for each thousand gallons or portion thereof used in excess of the amount set forth in subsection (b) above on the March bill at a rate of 1.10 times the Winter Month Charge, Over 5,000 gallons as described in Section 1(b) of this Resolution.

Commercial, Industrial, or Residential with a Master Meter

1. Industrial water users are defined as any customer connected to the City's Culinary Water System that uses in excess of 10,000,000 gallons per month. Rates shall be billed in accordance with the City's Comprehensive Fee Schedule under “Industrial Culinary Water Customers (Secondary Water Available).”

   (a) A minimum base fee as outlined in the City’s Comprehensive Fee Schedule under “Industrial Culinary Water Customers (Secondary Water Available)” will be billed each month.

   (b) An additional fee for each one-thousand gallons will also be billed as outlined in the City’s Comprehensive Fee Schedule under “Industrial Culinary Water Customers (Secondary Water Available).”

2. Commercial water users are defined as any non-industrial or non-residential customer connected to the City's Culinary Water System.

   (a) A minimum base fee as outlined in the City’s Comprehensive Fee Schedule under “Commercial & Master Meter Culinary Water Customers (Secondary Water Available)” will be billed each month.

   (b) An additional fee for each one-thousand gallons will also be billed as outlined in the City’s Comprehensive Fee Schedule under “Commercial & Master Meter Culinary Water Customers (Secondary Water Available).”

3. Residential water users served by a Master Meter are defined as residential water customers within or outside the City boundaries that are connected to the City's Culinary Water System via a Master Meter, but served by a private water system serving multiple (greater than three) residences.

   (a) The rates and fees for residential water users served through a Master Meter shall be computed by taking the total monthly reading and dividing it by the number of residential water connections served by the respective Master Meter. This calculated individual volume will be applied to the Usage Tier rate structure as outlined in the City’s Comprehensive Fee Schedule under “Residential Culinary Water Rates (Secondary Water Available)” and billed accordingly.
SECONDARY WATER USERS – FEES & CHARGES

Residential Units within the Springville City boundaries with a Secondary Water Meter that is connected to the City’s Secondary Water System

1. The following fees are applicable for water usage after the winter usage reading is made sometime in March and until a pre-winter reading is made sometime in October:
   (c) A minimum Secondary Water Base Monthly Fee on each bill as outlined in the City’s Comprehensive Fee Schedule under “Residential Secondary Water Rates.” One bill will be sent each month. The monthly reading will be rounded down to the nearest thousand; and
   (d) Secondary Water usage shall be billed at a rate as shown in the City’s Comprehensive Fee Schedule under “Residential Secondary Water Rates.”

Commercial, Industrial, or Residential with a Master Meter

1. Industrial water users are defined as any customer connected to the City's secondary water system that uses in excess of 10,000,000 gallons per month. Rates shall be in accordance with the City's Comprehensive Fee Schedule under “Industrial Secondary Water Customers (Secondary Water Available).”
   (c) A minimum base fee as outlined in the City’s Comprehensive Fee Schedule under “Industrial Secondary Water Customers (Secondary Water Available)” will be billed each month.
   (d) An additional fee for each one-thousand gallons will also be billed as outlined in the City’s Comprehensive Fee Schedule under “Industrial Secondary Water Customers (Secondary Water Available).”

2. Commercial water users are defined as any non-industrial or non-residential customer connected to the City's secondary water system.
   (c) A minimum base fee as outlined in the City’s Comprehensive Fee Schedule under “Commercial & Master Meter Secondary Water Customers (Secondary Water Available)” will be billed each month.
   (d) An additional fee for each one-thousand gallons will also be billed as outlined in the City’s Comprehensive Fee Schedule under “Commercial & Master Meter Secondary Water Customers (Secondary Water Available).”

3. Residential secondary water users served by a Master Meter within or outside the City boundaries that are connected to the City's Secondary Water System via a Master Meter, but served by a private water system serving multiple (greater than three) residences shall be billed as follows:
   (a) The rates and fees for residential water users served through a Master Meter shall be computed by taking the total monthly reading and dividing
it by the number of residential water connections served by the respective Master Meter. This calculated individual volume will be applied to the Usage Tier rate structure as outlined in the City’s Comprehensive Fee Schedule under “Residential Culinary Water Rates (Secondary Water Available)” and billed accordingly.

SECTION 3: As discussed in Section 1 and Section 2 of this Resolution, “available” shall mean any active existing Secondary Water main distribution pipeline pressurized with secondary water that is located within seventy-five (75) feet of the property line.

SECTION 4: The rates and fees set forth in this resolution become effective for any billing mailed after August 1, 2017, which will include water consumption during July 2017.

SECTION 5: Any user of the culinary water system may petition the City Council for adjustment of the fees and rates charged to that user. The City Council reserves the right to adjust any such rate or fee if it determines that the same is unfair or discriminatory based on the nature of the particular use of the water system.

SECTION 5: This resolution amends Section 4 of Resolution #2017-14.

Adopted this 18th day of July, 2017.

Wilford W. Clyde, Mayor

Attest:

Kim Rayburn, City Recorder
DATE:       June 11, 2017

TO:         Honorable Mayor and City Council

FROM:       Laura Thompson, City Planner

SUBJECT:    APPROVAL OF SPRING HAVEN FARMS, PLAT “I”, WHICH IS A VACATION AND AMENDMENT OF LOT 1, SPRING HAVEN FARMS, PLAT “A”.

RECOMMENDED MOTION

Move to approve the Spring Haven Farms, Plat “I” located at 2591 West 700 South in the HC-Highway Commercial zone.

SUMMARY OF ISSUES/FOCUS OF ACTION

The plat amendment is to allow an additional five-foot of street dedication along 2600 West for the installation of the sidewalk.

BACKGROUND

Spring Haven Farms, Plat A, was recorded in 2005 and included the dedication of 8.5 feet of right of way. Sidewalk was never dedicated or installed with the 2005 approval. As part of the site plan approval for the Spring Haven Business Park, a 16 unit office warehouse project, the applicant will be installing the remaining right-of-way improvements along 2600 West Street.
PLANNING COMMISSION REVIEW

The Planning Commission considered the site plan and plat amendment on March 14, 2017 as part of the consent agenda.

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

Commission Vote

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ALTERNATIVES

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

Laura Thompson
City Planner

Attachments

cc: Warner & Associates

CITY COUNCIL AGENDA
July 18, 2017
DATE: July 11, 2017

TO: Honorable Mayor and City Council

FROM: Troy K. Fitzgerald, City Administrator

SUBJECT: RIVOLI THEATER LEASE AGREEMENT WITH OPTION TO PURCHASE

RECOMMENDATION:

A Motion to Approve a Lease Agreement with Option to Purchase the Rivoli Theater.

A Motion to reject the lease agreement.

BACKGROUND:

The City acquired the Villa/Rivoli theater in 2008. Since that time, the City has been unable to raise sufficient funds to renew the facility and reopen the theater. However, the City also would like to see the facility function as a theater. The City does not want to see this asset lost.

For the past few years, the City has sought proposals from potential operators to see the Rivoli Theater restored and put back into operation. There were no formal proposals submitted to the City’s formal RFP. Since then, a number of prospective buyers and lessors have investigated the property with some offers being submitted. This is the first offer received by the City that has a significant down payment associated with the offer.

DISCUSSION:

The attached lease agreement has the following key terms associated with the agreement:

1. The City will lease the property for 5 years to Lessor.
2. The Lessee will take the property as is, with one exception. The City will complete roof repairs to make the current roof watertight.
3. The Lessee will pay monthly lease payments of $1,500.
4. The Lessee will pay $15,000 for the option. This is non-refundable.
5. The purchase price is $335,000 with an annual 3% escalator. Thus if the purchase is completed after August 1, 2022, the purchase price will be $388,356.81. Lease payments and option money WILL go towards purchase price.

ALTERNATIVES:

The City Council could request the issue of another RFP document. The City Council could retain the property in our inventory.

FISCAL IMPACT:

Initial impact would be the receipt of $15,000 along with anticipated lease payments of $15,000 in the current budget year.

Troy K. Fitzgerald

Troy K. Fitzgerald
City Administrator
LEASE AGREEMENT WITH OPTION TO PURCHASE

This Agreement is entered into this _____ day of ____________, 2017 (“Effective Date”) by and between ____________________, a _____________________, with an address at _______________________, (“Tenant”) offers to lease, with an option to purchase from Springville City, a Utah municipal corporation, with an address at 110 South Main Street, Springville, Utah 84663 (“City”) the Property described below, and agrees to pay the amount of Fifteen Thousand Dollars ($15,000) (the “Option Money”) to City no later than fifteen (15) days after the Effective Date. Option Money shall be nonrefundable.

RECITALS

A. City is the owner of the facility known as the Rivoli Theatre, consisting of approximately 0.11 acres, and located at 254 South Main Street, Springville, Utah 84663, Tax Parcel No. 06:012:0006 (the “Property,” which is further defined in Section 1 below).

B. Tenant desires to lease with an option to purchase the Property from City.

C. City is willing to lease with an option to City upon the terms and conditions set forth herein.

TERMS AND CONDITIONS

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

1. Lease, Purchase, and Sale of the Property. This Agreement is both a lease of the Property, wherein City agrees to lease the Property to Tenant, and a five (5) year option for Tenant to purchase the Property. The Property under this Agreement includes all improvements affixed to and appurtenant to the Property, including fixtures and buildings (collectively the “Real Property”), together with: (i) all easements, rights-of-way, and rights of access appurtenant to the Real Property, (ii) all appurtenances, permits, licenses, and other rights related to the Real Property, and (iii) the following items of personal property: __________________________ (collectively, the “Property”).

Unless otherwise agreed to in writing, Tenant and City agree that the named personal property has been assigned no monetary value by Tenant and City and shall remain the property of City until Closing on the Property occurs; is being left in the Property for the convenience of the parties; and refers to personal property presently owned and located in or on the Property. City may elect to remove the personal property prior to Closing. Notwithstanding any language to the contrary herein, no mineral rights, water rights, or subsurface rights of any kind whatsoever shall be leased, transferred or conveyed to Tenant.

2. Condition of Property. Tenant is leasing, and for the purpose of Tenant’s option to purchase, accepts the Property and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, and shall enter upon the Property at its sole risk and hazard. Tenant and its successors and assigns, hereby release, waive and forever discharge City from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, relating to the condition of the Property and the entry upon the Property by Tenant and Tenant’s invitees, guests, agents, servants, employees, consultants, contractors, and subcontractors (“Tenants Agents”).
Tenant hereby waives all warranties, express or implied, regarding the condition and use of the Property, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Property is granted subject to: (i) any state of facts which an accurate ALTA survey and/or physical inspection of the Property might show, (ii) all land use and zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

Tenant shall not disturb or interfere with any existing utility service or the rights of the beneficiaries of any existing easements and shall comply with any applicable terms and conditions in any such easements or of any such utility service providers.

3. **Due Diligence**. Tenant shall have 30 days from the Effective Date of this Agreement to perform due diligence on the Property (the “Due Diligence Period”).

3.1 **Due Diligence.** During the Due Diligence Period, Tenant may perform (at Tenant’s expense) due diligence on the Property, including investigation of title, survey, soils, and perform any non-invasive necessary tests and reports regarding the condition of the Property (the “Due Diligence”).

3.2 **License; Indemnity.** City hereby grants to Tenant and Tenant’s employees, contractors and agents, upon reasonable notice, a nonexclusive revocable license to enter upon the Property, at Tenant’s sole risk, to conduct Tenant’s Due Diligence during the Due Diligence Period. Tenant will immediately repair any damage to the Property resulting from such entry upon, or testing or inspection of, the Property. To the fullest extent permitted by applicable law, Tenant shall indemnify, defend, save and hold City harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys’ fees and costs) to the extent caused by the acts or omissions of Tenant and Tenant’s employees, contractors and agents during and in connection with Tenant’s Due Diligence. Tenant shall furnish to City a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence and $3,000,000 aggregate, covering the activities of Tenant and its employees and agents while on the Property, and naming City as an additional insured with respect to the acts or omissions of Tenant. A certificate evidencing such insurance and City as an additional insured shall be delivered to City prior to any entry by Tenant or Tenant’s employees and/or agents onto any portion of the Property. Tenant will cause any of its contractors who perform services relative to this Agreement also to maintain the insurance coverage and provisions listed above. In no event shall Tenant have the right to conduct or permit any intrusive or invasive physical testing at the Property without the additional prior written consent of City. At City’s option, City or its representatives may be present for any such inspection, test or study. Tenant shall bear the cost of all inspections, tests and studies and shall promptly restore any damage or displacements caused by physical testing.

3.3 **City Disclosures.** All disclosures to Tenant by City will be furnished to Tenant “AS IS,” and “WITH ALL FAULTS,” with no warranty or representations of any kind whatsoever from City. Tenant’s reliance on, and/or use of, any such disclosures by City shall be at Tenant’s sole risk.

3.4 **Title Policy.** City shall, within ten (10) days following the Effective Date, furnish to Tenant a commitment for title insurance (the “Title Report”) issued by a title company of City’s choice, together with copies of all documents referred to in the Title Report as exceptions to title. During the Due Diligence Period, City and Tenant will work together to agree upon the title exceptions in the Title Report that will remain in the final title policy (a standard coverage ALTA owner’s title insurance policy - 2006 form) (the “Title Policy”) at the Closing. All taxes and assessments against the Property which are
not yet due and payable, all standard (pre-printed) exceptions contained in a standard coverage ALTA
owner’s title insurance policy and all other matters affecting title to the Property contained in the Title
Report which are not otherwise objected to by Tenant during the Due Diligence Period shall constitute
the “Permitted Exceptions.” It shall be a condition of closing to Tenant’s benefit that on and before the
Closing the title company (and its underwriter) shall commit to issue the Title Policy to Tenant at the
Closing, subject only to the Permitted Exceptions.

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

4. Lease Terms.

4.1 Term of Lease. The Lease shall run for a period of up to five (5) years, commencing on August
____, 2017, and ending on the August ___ 2022, or the closing of the purchase of the Property by Tenant,
whichever occurs first (the “Lease Term”).

4.2 Occupancy. Tenant may occupy the Property starting on August _____, 2017, (the “Occupancy
Date”).

4.3 Lease Payments. Tenant agrees to pay a monthly rental payment to City in the amount of $1,500
(“Rent Payment”) on the first day of each month, starting on October 1, 2017. The Rent Payment shall be
due in advance and without the right of offset, at: 110 South Main Street, Springville, Utah 84663, or at
any other address designated in writing by City. If the Lease Term does not start on the first day of the
month or end on the last day of a month, the Rent Payment will be prorated accordingly.

4.4 Late Charges. In the event any Rent Payment is not paid within five (5) days after the due date,
Tenant agrees to pay a late charge in the amount of 10% of the delinquent amount. In the event of a
dishonored check, Tenant must thereafter tender only cash or certified funds for all future payments.

4.5 Security Deposit. Prior to occupancy of the Property, Tenant shall deposit with City, a Security
Deposit in the amount of $_____________. Tenant shall not receive from City interest on the Security
Deposit. The Security Deposit shall serve as security for the performance by Tenant of the terms and
conditions of this Agreement, it being expressly understood and agreed that Tenant may not direct City to
apply the Security Deposit in payment of rent for any month during the Lease Term. City may use the
Security Deposit for cleaning the Property, for any damage to the Property, and for any rent or other sums
owed pursuant to this Agreement. City is not limited to the Security Deposit amount and Tenant shall
remain liable for any balance required for cleaning and damage repair to the Property. Any unused
portion of the Security Deposit will be returned to Tenant in accordance with applicable law, or,
alternatively, in the event Tenant exercises the option to purchase the Property in accordance with the
terms of this Agreement, the entire amount of the unused portion of the Security Deposit shall be credited
at Closing against the Purchase Price.
4.6 **Utilities, Services & Taxes.** City shall be responsible for utilities and other services provided to the Property prior to the Occupancy Date. Tenant shall, beginning on the Occupancy Date and continuing through the entire Lease Term, be responsible for the payment of all utilities and other services provided to the Property, including, but not limited to, cable, electricity, gas, heat, internet, oil, garbage, sewer, water, storm drain, and all other utilities and services. In the event that the Property, including, without limitation, any personal property found within or on the Property, is taxed, Tenant shall be responsible to pay all such taxes.

4.7 **Use.** Tenant agrees at all times during the Lease Term to use the Property as a theater by the Tenant, and for no other purpose without the prior written consent of City. Theater uses includes the following uses:

- Film, theater, drama and other classes related to theater arts;
- Showing movies;
- Recitals;
- Concerts;
- Lectures; and
- Other uses similar to the above uses.

In Tenant’s use of the Property, Tenant agrees to comply with all laws, rules, ordinances, statutes, and restrictive covenants affecting the Property. Nothing in this Section waives any requirement Tenant may have to meet Springville City’s land use, zoning, and building laws, ordinances, regulations, and other requirements. Tenant agrees to conduct itself in a manner that does not unreasonably disturb neighboring properties, including but not limited to noise, odors, disposal of refuse, parking, use of any common areas and any other nuisance. In the event of any violation of this Section, Tenant agrees that City shall have the option to terminate this Agreement, including the termination of the Option to Purchase the Property. Tenant shall not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Property, of any Hazardous Substances, or the transportation to or from the Property, of any Hazardous Substances. As used herein, “Hazardous Substance” shall mean any substance, material, or matter that may give rise to liability under any Federal, State, or local environmental laws.

4.8 **Repairs and Maintenance.** Tenant shall, at Tenant's sole expense, keep and maintain the Property in a good, clean, safe, and sanitary condition throughout the Lease Term, normal wear and tear excepted. Tenant shall be responsible to make any and all repairs to the Property, including, without limitation, all structure, roof (except as stated elsewhere herein), water, heating, plumbing, electrical, ventilating, air conditioning, fixtures, appliances, and other equipment therein. In addition, Tenant shall be solely responsible for the repair and maintenance of any of Tenant’s owned fixtures, furniture, equipment, or improvements or personal property installed solely by and on behalf of Tenant.

4.9 **Damages.** In the event the Property is damaged during the Lease Term by Tenant’s misuse, waste, neglect, or acts, Tenant shall be responsible to pay for any and all damages and necessary repairs to the Property.

4.10 **Inspections.** City shall be entitled to inspect the Property at reasonable times and upon reasonable notice to Tenant and provide Tenant with a written list of items requiring repair. Tenant agrees to cooperate in good faith with all such inspections and repairs. The failure of City to provide a list of repairs to Tenant shall not relieve Tenant of its maintenance and repair obligations.

4.11 **Roof Repairs.** City has scheduled in its 2017-2018 to perform certain roof repairs, which includes those items listed on Exhibit A. City shall improve the said roof repairs before June 30, 2018.
4.12 Improvements. In compliance with this Section, Tenant may design, construct, install, and maintain new improvements to and on the Property at Tenant’s sole cost and expense (the “New Improvements”). In constructing and installing the New Improvements, Tenant shall obtain all necessary building permits and approvals associated with the Property and the New Improvements and pay all applicable fees, including, but not limited to, all permitting and impact fees associated therewith. The New Improvements must be approved in advance by the Springville City Council. Tenant shall not construct any of the New Improvements without the prior written consent of City. All of the New Improvements to the Property shall be performed and completed by a licensed and bonded Contractor who is acceptable to City and in compliance with applicable building codes and city and state laws. All of the New Improvements to the Property shall become part of the Property. In the event Tenant does not exercise Tenant’s option to purchase the Property, City shall retake possession of the Property, which shall include all of the New Improvements, and Tenant shall have no right to property interest in the New Improvements or any right to payment for the New Improvements.

(a.) Furniture, Fixtures and Equipment. All furniture, movable trade fixtures, personal property, equipment and all other property (the “FF&E”) that is within the Leased Premises shall remain City’s property. Tenant may furnish, install, operate, repair, maintain and replace, at its sole cost and expense, any of the FF&E. Tenant shall keep the FF&E in good condition and repair, normal wear and tear excepted. Tenant must obtain the prior written approval of the City to remove any FF&E during Lease Term. The Tenant shall repair any damage caused by removal of any FF&E.

(b.) Liens. City and Tenant hereby agree, and notice is hereby given to all third parties, that Tenant, in procuring any work, labor and materials for any improvements to the Property, is not in any way acting as City’s agent and that City shall not be liable for any work, labor or materials furnished to Tenant by any contractor, subcontractor, laborer, materialman, or vendor, and no mechanic's or other lien for any such work, labor or materials shall attach to or affect the reversionary or other estate or interest of the City in and to the Property. The Tenant shall indemnify, defend and hold harmless City from and against any and all liability, claims, costs and expenses arising out of work performed on and in the Property by Tenant or at Tenant’s direction, including reasonable attorney’s fees and costs incurred by the City in negotiating, settling, defending or otherwise protecting against such claims. It is understood and agreed that the improvements and installations being installed by Tenant are specific to Tenant's business and are being procured for the sole purpose of enhancing Tenant's business. Tenant shall inform every service or material provider of the foregoing provisions prior to contracting with any of them for goods or services.

4.13 Waiver. City’s failure to enforce any term hereof shall not be deemed a waiver, nor shall any acceptance of a partial Rent Payment be deemed a waiver of City's rights to the full amount thereof.

4.14 Holding Over. Any holding over after expiration of the Lease Term, with the consent of City, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable. No such holding over or extension of this Agreement shall extend the time for the exercise of the Option defined under Section 5, unless agreed to in writing by City.

4.15 Default by Tenant. The occurrence of any of the following events shall constitute a default by Tenant: (a) Tenant fails to make a Rent Payment when due; (b) Tenant fails to reimburse City for damages, repairs or any other costs paid for by City that are Tenant’s responsibility under this Agreement;
(c) Tenant fails to make required repairs to or maintain the Property; (d) Tenant or any of Tenant’s contractors, subcontractors, employees, invitees or anyone else acting on Tenant’s behalf, violates this Agreement; or (d) Tenant abandons the Property. For purposes of this Agreement, Tenant shall be deemed to have abandoned the Property if Tenant (i) without notifying the Owner in writing, is absent from the Property for 30 days while rent is due and Tenant’s possessions remain in the Property; or (ii) without notifying the City in writing, Tenant is absent for one day while rent is due and Tenant’s possessions have been removed from the Property.

4.15 City Remedies for Tenant Default. On any default by Tenant under this Lease, City may at any time, without waiving or limiting any other right or remedy available to City: (a) perform in Tenant’s stead any obligation that Tenant has failed to perform, and City shall be reimbursed promptly for any cost incurred by City with interest from the date of such expenditure until paid at the rate of 18% per annum; (b) terminate Tenant’s rights under this Lease, including the Option to Purchase the Property, by providing written notice to Tenant, (c) reenter and take possession of the Property by any lawful means (with or without terminating the Lease), or (d) pursue any other remedy allowed by law. No reentry to or taking possession of the Property or other action by City or its agents on or following the occurrence of any default by Tenant shall be construed as an election by City to terminate the Lease or as an acceptance of any surrender of the Property, unless City provides Tenant written notice of such termination or acceptance.

4.16 Indemnification. Tenant hereby agrees to indemnify, defend and hold harmless without limit the City, and its’ officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney’s fees, of any kind and nature arising, growing out of, caused by, or in any way connected with Tenant’s performance under this Agreement; Tenant’s occupancy of the Property; or any act or omission of the Tenant, its agents, servants, employees, invitees or others.


(a) Insurance. During the Lease Term, Tenant agrees to keep in force and at all times maintain the following types and amounts of insurance:

(i) Commercial General Liability Insurance. Commercial General Liability insurance coverage on occurrence form with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) per aggregate;

(ii) Property Insurance. Property Insurance, including fire and extended coverage, insuring against damage to structures, fixtures and equipment caused by fire, vandalism, wind, and water, for the replacement cost of the Property (not less than the purchase price in Section 5.1), including any and all fixtures and improvements, located on the Property with a maximum deductible of ten thousand dollars ($10,000.00); and

(iii) City shall be named as an additional insured on the Commercial General Liability policy required herein;

(iv) Tenant shall provide City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof on an annual basis in a form(s) reasonably acceptable to City;

(v) City reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, and increases in the coverage amounts, as the result of reasonable and prudent risk management review of the activities upon or associated with the Property;
(vi) City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of said action; and

(vii) The procurement of the insurance coverage as set forth herein shall not constitute a waiver of City’s governmental immunity limits and protection as provided in Utah State law.

5. **OPTION TO PURCHASE.** City agrees that Tenant shall have the Option to Purchase the Property subject to the requirements of Sections 5.1 through 5.4 below.

5.1 **Purchase Price.** The Purchase Price for the Property shall be $335,000. Each year of this Agreement, the Purchase Price shall increase based on an annual interest rate of three percent (3%) of the Purchase Price. The purchase price for each year of the Agreement will increase as follows:

- August 1, 2018 - $345,050.00
- August 1, 2019 - $355,401.50
- August 1, 2020 - $366,063.55
- August 1, 2021 - $377,045.45
- August 1, 2022 - $388,356.81

In the event that Tenant elects to exercise Tenant’s Option to Purchase, the interest rate on the Purchase Price shall be pro-rated as of the Settlement Deadline.

5.2 **Option Money and Rent Payments.** In reference to the Option Money, City and Tenant agree as follows: (a) the Option Money is non-refundable; (b) the Option Money represents consideration for the Option; (c) the Option Money does not constitute a penalty or liquidated damages; (d) the Option Money shall be credited against the Purchase Price at Closing; (e) in the event Tenant exercises the Option to purchase the Property as provided under the terms of this Agreement then, at Closing, each Rent Payment received by City prior to the 5th of each month shall be treated as “Additional Option Money” and credited against the Purchase Price; and (f) no portion of any Rent Payments received by City after the 5th of each month shall be treated as Additional Option Money. If Tenant does not pay the Option Money to City within 15 days of the Effective Date, this Agreement shall automatically terminate.

5.3 **Notice of Intent Deadline.** If Tenant elects to purchase the Property, Tenant must, no later than June 1, 2022, provide City with written notice of intent to purchase the Property.

5.4 **Payment of Purchase Price.** If Tenant elects to purchase the Property, Tenant must pay the full Purchase Price (less the Option Money, any Additional Option Money, and the Security Deposit) and complete Settlement and Closing.

6. **WAIVER OF OPTION.** Tenant acknowledges and agrees that if Tenant does not meet each of the requirements in Sections 5.2, 5.3, and 5.4 above, Tenant shall be deemed to have waived the Option to purchase the Property.

7. **SETTLEMENT AND CLOSING.**

7.1 **Settlement.** Settlement shall take place on or before the Settlement Deadline of August 10, 2022. Subject to the requirements of Section 5 inclusive above, City agrees that Tenant may exercise the Option to purchase the Property at any time prior to the Settlement Deadline provided Tenant gives City not less than 30 days prior written notice. “Settlement” shall occur only when all of the following have been completed: (a) Tenant and City have signed and delivered to each other or to the escrow/closing
office all documents required by this Agreement, by the lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Tenant or City under these documents (except for the proceeds of any new loan) have been delivered by Tenant or City to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier’s check, or other form acceptable to the escrow/closing office.

7.2 Pro-rations. Taxes, dues, and assessments shall be pro-rated as of the Settlement Deadline, unless otherwise agreed to in writing by the parties; such writing could include the settlement statement. Any outstanding special assessments, liens, fees, costs, payment obligations or other amounts owed against the Property that became obligations during the Lease Term shall be paid by Tenant. City and Tenant shall each pay their respective fee charged by the escrow/closing office for its services in the settlement/closing process. City also agrees to credit Tenant at Settlement, for the Option Money, any Security Deposit, and any Additional Option Money as provided in Section 5.2.

7.6 Closing. For purposes of this Agreement, the term “Closing” means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to City or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in this Section 7.6 (b) and (c) shall be completed within 10 days after Settlement.

8. CONFIRMATION OF AGENCY DISCLOSURE. City and Tenant acknowledge prior receipt of written agency disclosures.

9. TITLE & TITLE INSURANCE.

9.1 Title to Property. City represents that City has fee title to the Property and will convey marketable title to the Property to Tenant at Closing by special warranty deed. Tenant agrees however, to accept title to the Property subject to the contents of the Commitment for Title Insurance (the “Commitment”) provided by City under Section 2, and as reviewed and approved by Tenant under Section 3. The provisions of this Section 9.1 shall survive Closing.

9.2 Title Insurance. At Settlement, City agrees to pay for and cause to be issued in favor of Tenant, through the title insurance agency that issued the Commitment (the “Issuing Agent”) title insurance (the “Policy”).

10. WARRANTIES & REPRESENTATIONS.

10.1 Condition of Property. Tenant acknowledges and agrees that in reference to the physical condition of the Property: (a) if Tenant elects to purchase the Property, Tenant is purchasing the Property in its “As-Is,” “Where Is,” “With All Faults” condition without expressed or implied warranties of any kind; (b) Tenant shall have, during Tenant’s Due Diligence as referenced in Section 3, an opportunity to completely inspect and evaluate the condition of the Property; (c) if based on the Tenant’s Due Diligence, Tenant elects to proceed with the purchase of the Property, Tenant is relying wholly on Tenant’s own judgment and that of any Contractors or inspectors engaged by Tenant to review, evaluate and inspect the Property. The provisions of this Section 10.1 shall survive Closing.

10.2 City Disclosures. City warrants that, to the best of City’s knowledge, each of the following statements are true: (a) City has not received any written notice indicating that the Property is in violation of any Federal, State or local environmental law; (b) City has not undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling,
generation, storage, treatment, discharge, release, burial or disposal on, under or about the Property, of any Hazardous Substances, or the transportation to or from the Property, of any Hazardous Substances; and (c) City is not a “foreign person” as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended. (In that regard, City will deposit in Escrow, at or prior to Closing, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth City’s full name, address and taxpayer identification number and state under penalty of perjury that City is not a “foreign person” as so defined.) As used in herein, “Hazardous Substance” shall mean any substance, material, or matter that may give rise to liability under any Federal, State, or local environmental laws.

11. **AUTHORITY OF SIGNERS.** If Tenant or City is a corporation, partnership, trust, estate, LLC, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Tenant and City respectively.

12. **MEDIATION.** Any dispute relating to this Agreement may first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under this Agreement shall apply. Nothing in this Section 12 shall prohibit any party from seeking emergency legal or equitable relief pending mediation.

13. **ATTORNEY FEES AND COSTS.** In the event of litigation or binding arbitration to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees. Attorney fees shall not be awarded for participation in mediation. The provisions of this Section shall survive Closing.

14. **NOTICES.** All notices required under this Agreement must be: (a) in writing; (b) signed by City or Tenant giving notice; and (c) received by the City or Tenant no later than the applicable date referenced in this Agreement.

15. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this Agreement. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Agreement: (a) performance under each Section of this Agreement that references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Agreement, except as otherwise agreed to in writing by such non-party.

16. **COMPLETE AGREEMENT.** This Agreement, together with its addenda and any attached exhibits, constitutes the entire Agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or agreements between the parties. This Agreement cannot be changed except by written agreement of the parties.

17. **NO ASSIGNMENT.** This Agreement and the rights and obligations of Tenant hereunder, are personal to Tenant. This Agreement (including the leasehold interest of Tenant) may not be assigned by Tenant without the prior written consent of City.

WHEREFORE, the parties have executed the foregoing to be effective the date first appearing above.
Tenant:

_________________________

By _______________________

_________________________

Date ______________________

CITY:

SPRINGVILLE CITY CORPORATION,
a Utah municipal corporation

By _______________________

Wilford W. Clyde, Mayor

Date ______________________

Attest:

By _______________________

Kim Rayburn, City Recorder

Date ______________________
DATE:       June 14, 2017

TO:         Honorable Mayor and City Council

FROM:       Glen Goins, Community Development Director

SUBJECT:    TRAPNELL ZONE TEXT AMENDMENT REGARDING EMS SIGNS

RECOMMENDED MOTION

Option 1 (Planning Commission recommendation):
Move to deny the proposed amendment to Title 11 regarding Electronic Message Signs in Sign District C.

Option 2 (Staff’s recommendation):
Move to approve the proposed amendment to Title 11 regarding Electronic Message Signs in Sign District C, with staff’s changes.

SUMMARY OF ISSUES/FOCUS OF ACTION

The current code relating to EMS signs would allow EMS signs to be constructed at two (2) locations, the Springville Art Museum at 126 East 400 South and the Ream’s Grocery store at 759 East 400 South.

The proposed code amendment would allow for a total of twelve (12) properties to have EMS signs. One of those properties, the Ream’s grocery store at 759 East 400 South currently has an EMS sign. The location of some of the eligible properties could allow EMS signs to be located adjacent to residential uses.

Staff would support an addition to proposed code amendment, adding the requirement that “EMS signs must be primarily directed, at no greater than a 45 degree angle from facing parallel, to 400 South.” This addition would allow for properties in Sign District C to utilize their frontages on other streets, but limit the impact of electronic signs to the 400 South corridor.

This addition would eliminate three (3) of the twelve total properties eligible under the current code. The total eligible properties would then be nine (9), including the one existing sign at the Ream’s grocery store.
BACKGROUND

Trapnell Orthodontics currently has a non-operating Electronic Message Sign (EMS) on the property at 187 East 400 South. A permit for their original sign was issued in January 2014. The original sign was approved to construct a brick, concrete and metal monument sign. The sign that was constructed was a one-sided EMS sign facing diagonally onto 400 South. Because the type of sign that was constructed is disallowed, the city approached the owner about the issue and a vinyl cover was placed over the EMS sign face, effectively rendering the sign a static monument sign, which remains to this day. The proposed amendment would allow the existing diagonally-located sign to operate as an EMS.

DISCUSSION

General Plan
With regard to signs, the General Plan states that the purpose of the ordinance is “to encourage signs that create and maintain safe and aesthetically pleasing building elevations and streetscapes while allowing for adequate identification, communication, and advertising for land uses in the City.”

Where the issue of LED signs are concerned, lighting becomes a factor of consideration. The plan considers the effect of lighting on surrounding properties and seeks to minimize light pollution. The plan asks that development proposals address the impacts of light sources including “lights, signs,……….and glare…”

Historic Center Community Plan
The Historic Plan for Plat A has a number of goals which could apply to the subject property. The Land Use Goal states, “Preserve the historic open feel and agricultural usage of Plat A while limiting commercial encroachment and investing in expanded green space.”

Purpose and Intent of the Springville City Code
The Springville City Code declares that the purpose of the code regarding signs is to “create and maintain safe and aesthetically pleasing elevations and streetscapes while allowing for adequate identification, communication and advertising for land uses in the City,” (11-6-301(1)).

The city further “aims to protect and enhance economic viability by assuring that Springville will be a visually pleasant place to visit or live,” (11-6-301(2)).

When considering sign approvals, the application must achieve the following:

- The sign is “compatible with (its) surroundings and effectively index(es) the environment while preserving and promoting the aesthetics, and sense of order in the community” (11-6-301(3)(a)).
- The sign is “conducive to promoting traffic safety and add(s) to the convenience and enjoyment of public travel by preventing visual distraction for motorists and protection of pedestrians” (11-6-301(3)(b)).
- The sign preserves and enhances “property values, increase(s) the standard of living within the community, and serve(s) to attract visitors to the city by establishing first-class business and commercial districts” (11-6-301(3)(c)).
Sign Districts
The Springville City Code regulates signs through the use of seven Sign Districts, Districts A through G. The districts exist to regulate signage in a manner compatible with the variety of commercial and industrial areas within the city, as they transition from “older, traditional commercial areas with a mix of pedestrian traffic to automobile-oriented, regional commercial centers adjacent to the interstate system” (11-6-312(1)).

The code states the purpose of Sign District C as:
“Sign District C (East 400 South/Museum Corridor) includes those commercially zoned areas located east of 100 East Street. This area includes a mix of smaller-scale professional offices and commercial retail uses surrounded by residential neighborhoods. The area includes a mix of pedestrian and vehicular traffic. Signage in this area is low-profile and the intent of this Article is to retain this signage characteristic for this area. Wall signage is also allowed in this corridor area.” (11-6-312(1)(c))

PLANNING COMMISSION REVIEW

The Planning Commission recommended denial of the zone text amendment on June 13, 2017. At the public hearing, one member of the public spoke against the proposal. Art Johnson, an adjacent neighbor, expressed concern that a significant number of school children (he estimated 200) pass by the sign daily, and the added distraction of an electronic sign might put them in harm’s way. Mr. Johnson expressed concern about a history of neighborly disputes with the applicant. Regarding the proposed code amendment and sign, Mr. Johnson stated that “if you have a good business, you don’t need a sign.”

The commissioners, after closing the public hearing, discussed a number of concerns with the proposal:

There was concern with the EMS signs not aligning with the Historic District Plan which was approved by the Planning Commission and the City Council. It was asked why the City would allow electronic signs on 400 South, but not on Main Street.

There were concerns expressed about electronic signs being in the residential areas and the lighting from the sign.

There were concerns expressed about the electronic signs causing driver distractions as well as the two elementary schools in that area, the crosswalks and possible distractions from the sign that may cause accidents. There are bus routes and bike paths in that area as well that may be cause for concern.

Commissioner Baker does not support EMS signs in this area.

Commissioner Ellingson has not noticed any additional distractions with the Reams signs in that area. She doesn’t feel the EMS signs would cause more distractions.
Commissioner Baker is concerned about increasing the amount of EMS signs on 400 South.

COMMISSION ACTION:

Commission Vote

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ALTERNATIVES

The City Council, at its discretion, may:
1. Approve the proposed amendment as originally proposed by the applicant.
2. Approve a code amendment with staff’s proposed changes.
3. Propose and approve an alternative text amendment.
4. Deny the proposal and leave the code as it exists currently.

Glen Goins
Community Development Director

Attachments:
- Narrative by the Applicant
- Proposed Code Amendment
- Proposed Code Amendment with Staff’s Recommended Changes
- Current Electronic Message Sign code
- Sign District C Graphics (2)
- List of Potential EMS Sign Location Addresses, with Staff’s Recommended Changes
- Site Photos (3)
APPLICANT’S PROPOSED CODE AMENDMENT LANGUAGE

(5) Changeable Copy/Electronic Message Sign (EMS). (11-6-313(5))

Sign Districts Where Allowed – Manual changeable copy signs are permitted in all nonresidential zones as up to fifty percent (50%) of the sign area of a pole sign, low-profile sign or wall sign. All types of changeable copy signs are also permitted on community uses, churches and schools in residential and nonresidential zones up to sixty percent (60%) of the sign area of a pole sign, low-profile sign or a wall sign. All types of changeable copy signs are permitted up to fifty percent (50%) of a pole sign in Sign District E and of a low-profile and wall sign in Sign Districts B, D and E, along with properties in District C with frontages of at least two hundred feet (200') facing 400 South.

STAFF’S RECOMMENDED CODE AMENDMENT LANGUAGE

(5) Changeable Copy/Electronic Message Sign (EMS). (11-6-313(5))

Sign Districts Where Allowed – Manual changeable copy signs are permitted in all nonresidential zones as up to fifty percent (50%) of the sign area of a pole sign, low-profile sign or wall sign. All types of changeable copy signs are also permitted on community uses, churches and schools in residential and nonresidential zones up to sixty percent (60%) of the sign area of a pole sign, low-profile sign or a wall sign. All types of changeable copy signs are permitted up to fifty percent (50%) of a pole sign in Sign District E and of a low-profile and wall sign in Sign Districts B, D and E, along with properties in District C with frontages of at least two hundred feet (200') facing 400 South. EMS signs must be primarily directed, at no greater than a 45 degree angle from facing parallel, to 400 South.

CURRENT EMS SIGN CODE

11-6-313 Specific Sign Regulations

(5) Changeable Copy/Electronic Message Sign (EMS). (11-6-313(5))

Sign Districts Where Allowed – Manual changeable copy signs are permitted in all nonresidential zones as up to fifty percent (50%) of the sign area of a pole sign, low-profile sign or wall sign. All types of changeable copy signs are also permitted on community uses, churches and schools in residential and nonresidential zones up to sixty percent (60%) of the sign area of a pole sign, low-profile sign or a wall sign. All types of changeable copy signs are permitted up to fifty percent (50%) of a pole sign in Sign District E and of a low-profile and wall sign in Sign Districts B, D and E, along with properties in District C with frontages of at least two hundred feet (200') facing 400 South.
EMS requirements:

(a) Residential Zones. In all residential zones where allowed, EMSs shall be limited to vertical or horizontal messages with no pulsing or flashing images or lettering. All electronic message signs shall be manually or automatically shut off between the hours of 10:00 p.m. and 6:00 a.m. in residential zones.

(b) Small EMSs. The Community Development Director may approve small EMSs (such as gas pricing signs) for commercial uses in all nonresidential zones that meet the following requirements:

(i) The EMS must be part of a low-profile, pole, or canopy sign;

(ii) The EMS portion of the sign must remain static;

(iii) The EMS portion must be a one (1) color display with a black background;

(iv) The EMS may not exceed three (3) square feet of the permitted sign area or fifteen percent (15%) of the total permitted sign area, whichever is greater; and

(v) The EMS must conform to the illumination requirements of this Chapter.

(c) Static. Each message displayed on an EMS shall remain “on” and static for a minimum of three (3) seconds with the exception of video presentations. Flashing, starburst or other similar frame effects are prohibited.

(d) Illumination. All EMSs are required to comply with the following LED sign illumination requirements:

(i) All permitted EMSs shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions or that can be adjusted to comply with the 0.3 foot-candle measurements. In addition, EMSs must have a default mechanism to turn off the sign within twenty-four (24) hours of a reported malfunction.
(ii) Sign illumination levels for EMSs shall never, at maximum display intensity, exceed 0.3 foot-candles over ambient lighting conditions when measured at the distance set forth in the “Electronic Message Sign Measurement Table” located in the Appendix.

(iii) The illuminance of an EMS shall be measured with an illuminance meter set to measure foot-candles accurate to at least two (2) decimals. Illuminance shall be measured with the EMS off, and again with the EMS displaying a white image for a full color capable EMS, or a solid message for a single-color EMS. All measurements shall be taken perpendicular to the face of the EMS at the distance determined by the total square footage of the EMS as set forth in “Electronic Message Sign Measurement Table” located in the Appendix.

(e) The applicant shall submit a photometric matrix (showing the dispersal in foot-candles) showing that the sign meets all the requirements of this code.

Permit Required – A sign permit is required, unless erected in accordance with the criteria of Section 11-6-308.

Location – As permitted as a part of a freestanding or wall sign.
Height/Area – As permitted as a part of a pole, low-profile, or wall sign.
Sign District C with Eligible EMS Sites As Proposed by the Applicant

Sign District C with Eligible EMS Sites As Proposed by the Applicant, with Staff Changes
Potential EMS Sign Request Locations Under Zoning Code Amendment Proposal

1. Springville City / Nebo School District – 126 East 400 South
2. Brian Trapnell – 187 East 400 South
3. Frank Siddoway (Optometry) – 262 East 400 South
4. BKG Holdings LLC – 290 East 400 South
5. David & Stacy Nance (Doctors Depot) – 285/291 East 400 South
6. Nauvoo Properties LLC (Corn Wagon Quilt Co.) – 305 East 400 South
7. Lambert & Sumson Associates LC (Medical Center) – 380 East 400 South
8. J6 Properties I LC (Jake’s) – 410 South 400 East
9. Berg Mortuary – 525 East 400 South
10. JJAM Properties LLC (Ream’s) – 759 East 400 South *

*Existing EMS on site
May 23, 2017

Springville City
Community Development Department
Planning Division
110 South Main Street
Springville, UT 84663

RE: Text Amendment Application for Trapnell Orthodontics

Community Development Planning Division:

Trapnell Orthodontics would like to propose a text amendment to Springville City code section 11-6-313 paragraph 5. The section states that businesses in Sign District C must have frontages of at least two hundred feet facing 400 South in order to display Electric Message Signs. We would like to amend the code to allow usage of our Electric Message Sign. Although Trapnell Orthodontics has only 118 feet of frontage property facing 400 South, we are situated on a diagonal with frontage also facing 200 East. We believe that the tasteful EMS on this property will enhance the area and contribute to our community. The sign will be used for the following purposes:

- Communication with current and potential patients
- Seasonal greetings
- Aesthetically appealing
- Announcement of city events
- Collaboration with Springville Art Museum to announce events

We believe that granting the requested amendment of city code will have minimal impact on surrounding businesses. Few, if any, surrounding properties have need to follow suit. There are two additional businesses on corner properties, Springville Floral and Gifts and an LDS Church Family History site.

Please find a copy of the proposed text change enclosed. We appreciate your consideration and are anxious to work with you on this amendment.

Thank you,

Dr. Brian Trapnell
Trapnell Orthodontics
ORDINANCE #XX-2017

AN ORDINANCE AMENDING SECTION 11-6-313, “SPECIFIC SIGN REGULATIONS”

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

SECTION 1: Section 11-6-313 of the Springville City Code are hereby amended to read as follows:

11-6-313 Specific Sign Regulations

(5) Changeable Copy/Electronic Message Sign (EMS).

Sign Districts Where Allowed – Manual changeable copy signs are permitted in all nonresidential zones as up to fifty percent (50%) of the sign area of a pole sign, low-profile sign or wall sign. All types of changeable copy signs are also permitted on community uses, churches and schools in residential and nonresidential zones up to sixty percent (60%) of the sign area of a pole sign, low-profile sign or a wall sign. All types of changeable copy signs are permitted up to fifty percent (50%) of a pole sign in Sign District E and of a low-profile and wall sign in Sign Districts B, D and E, along with properties in District C with frontages of at least two hundred feet (200') facing 400 South. EMS signs must be primarily directed, at no greater than a 45 degree angle from facing parallel, to 400 South.

EMS requirements:

(a) Residential Zones. In all residential zones where allowed, EMSs shall be limited to vertical or horizontal messages with no pulsing or flashing images or lettering. All electronic message signs shall be manually or automatically shut off between the hours of 10:00 p.m. and 6:00 a.m. in residential zones.

(b) Small EMSs. The Community Development Director may approve small EMSs (such as gas pricing signs) for commercial uses in all nonresidential zones that meet the following requirements:

   (i) The EMS must be part of a low-profile, pole, or canopy sign;
(ii) The EMS portion of the sign must remain static;

(iii) The EMS portion must be a one (1) color display with a black background;

(iv) The EMS may not exceed three (3) square feet of the permitted sign area or fifteen percent (15%) of the total permitted sign area, whichever is greater; and

(v) The EMS must conform to the illumination requirements of this Chapter.

(c) Static. Each message displayed on an EMS shall remain “on” and static for a minimum of three (3) seconds with the exception of video presentations. Flashing, starburst or other similar frame effects are prohibited.

(d) Illumination. All EMSs are required to comply with the following LED sign illumination requirements:

(i) All permitted EMSs shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions or that can be adjusted to comply with the 0.3 foot-candle measurements. In addition, EMSs must have a default mechanism to turn off the sign within twenty-four (24) hours of a reported malfunction.

(ii) Sign illumination levels for EMSs shall never, at maximum display intensity, exceed 0.3 foot-candles over ambient lighting conditions when measured at the distance set forth in the “Electronic Message Sign Measurement Table” located in the Appendix.

(iii) The illuminance of an EMS shall be measured with an illuminance meter set to measure foot-candles accurate to at least two (2) decimals. Illuminance shall be measured with the EMS off, and again with the EMS displaying a white image for a full color capable EMS, or a solid message for a single-color EMS. All measurements shall be taken perpendicular to the face of the EMS at the distance determined by the total square footage of the EMS as set forth in “Electronic Message Sign Measurement Table” located in the Appendix.
(e) The applicant shall submit a photometric matrix (showing the dispersal in foot-candles) showing that the sign meets all the requirements of this code.

Permit Required – A sign permit is required, unless erected in accordance with the criteria of Section 11-6-308.

Location – As permitted as a part of a freestanding or wall sign.
Height/Area – As permitted as a part of a pole, low-profile, or wall sign.

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

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

ADOPTED by the City Council of Springville, Utah, this ___ day of __________, 2017.

__________________________________________
Wilford W. Clyde, Mayor

ATTEST:

_________________________________
Kim Rayburn, City Recorder
DATE: July 18, 2017

TO: Honorable Mayor and City Council

FROM: Glen Goins, Community Development Director

SUBJECT: SPRINGVILLE CITY SEEKING TO AMEND THE SPRINGVILLE DEVELOPMENT CODE, SECTIONS 11-3-402, DEFINITIONS; 11-4-301, LAND USE MATRIX; AND 11-6-113, OFF STREET PARKING IN RELATION TO REQUIREMENTS FOR SENIOR INDEPENDENT LIVING FACILITIES.

RECOMMENDED MOTION

No Agreement at this time, recommend continuing to an unspecified date.
DATE: July 11, 2017

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: TELECOMMUNICATIONS RIGHTS-OF-WAY ORDINANCE

RECOMMENDED MOTION


SUMMARY OF ISSUES/FOCUS OF ACTION

Approving language that will clarify approval of telecommunications facilities in the public right-of-way.

BACKGROUND

The wireless telecommunications industry is trending towards using smaller cellular pole facilities, “small cells,” to mount new antenna equipment. That equipment is primarily located within the public right-of-way, on existing wood or metal poles, or with the addition of new, smaller poles, such as combined with a light pole. These newer facilities are also being sought in various cities in anticipation of the forthcoming 5G network.

DISCUSSION

The proposed code amendment addresses specific definitions relating to telecommunications facilities in the right-of-way, to clarify language and assist with regulatory approvals.

ALTERNATIVES

- Approve the proposed code amendment as submitted.
- Amend the proposal at the discretion of the Council.
- Deny the proposed amendment.

John Penrod
City Attorney

CITY COUNCIL AGENDA
July 18, 2017
ORDINANCE #XX-2017

AN ORDINANCE AMENDING SECTION 13-2-101, “DEFINITIONS”

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

SECTION 1: Section 13-2-101 of the Springville City Code are hereby amended to read as follows:

13-2-101 Definitions.

For purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, words in the plural number include the singular. The word “shall” and “will” are mandatory, and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

(1) “Application” means the process by which a Provider submits a request and indicates a desire to be granted a Franchise to utilize the Rights-of-Way of all, or a part, of the City. An Application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a Provider to the City concerning: the construction of a Telecommunications System over, under, on or through the Rights-of-Way; the Telecommunications Services proposed to be provided in the City by a Provider; and any other matter pertaining to a proposed System or Service.

(2) “City” means Springville City, Utah.

(3) “Completion Date” means the date that a Provider begins providing Services to customers in the City.

(4) “Construction Costs” means all costs of constructing a System, including make ready costs, other than engineering fees, attorneys or accountants fees, or other consulting fees.

(5) “Control” or “Controlling Interest” means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the System or of a Provider. A rebuttable presumption of the existence of Control or a Controlling Interest shall arise from the beneficial ownership, directly or indirectly, by any Person, or group of Persons acting in concert, of more than twenty-five percent (25%) of any Provider (which Person or group of
Persons is hereinafter referred to as “Controlling Person”). “Control” or “Controlling Interest” as used herein may be held simultaneously by more than one Person or group of Persons.

(6) “FCC” means the Federal Communications Commission, or any successor thereto.

(7) “Franchise” means the rights and obligation extended by the City to a Provider to own, lease, construct, maintain, use or operate a System in the Rights-of-Way within the boundaries of the City. Any such authorization, in whatever form granted, shall not mean or include: (a) any other permit or authorization required for the privilege of transacting and carrying on a business within the City required by the ordinances and laws of the City; (b) any other permit, agreement or authorization required in connection with operations on Rights-of-Way or public property including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the City or a private entity, or for excavating or performing other work in or along the Rights-of-Way.

(8) “Franchise Agreement” means a contract entered into in accordance with the provisions of this Ordinance between the City and a Franchisee that sets forth, subject to this Ordinance, the terms and conditions under which a Franchise will be exercised.

(9) “Gross Revenue” includes all revenues of a Provider that may be included as gross revenue within the meaning of Chapter 26, Title 11 Utah Code annotated, 1953, as amended.

(10) “Infrastructure Provider” means a Person providing to another, for the purpose of providing Telecommunication Services to customers, all or part of the necessary System which uses the Rights-Of-Way.

(11) “Open Video Service” means any video programming services provided to any Person through the use of Rights-of-Way, by a Provider that is certified by the FCC to operate an Open Video System pursuant to Sections 651, et seq., of the Telecommunications Act (to be codified at 47 USC Title VI, Part V), regardless of the System used.

(12) “Open Video System” means the system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing Open Video Services to or from subscribers or locations within the City.
“Operator” means any Person who provides Service over a Telecommunications System and directly or through one or more Persons owns a Controlling Interest in such System, or who otherwise controls or is responsible for the operation of such a System.

“Ordinance” or “Telecommunications Ordinance” means this Telecommunications Ordinance concerning the granting of Franchises in and by the City for the construction, ownership, operation, use or maintenance of a Telecommunications System.

“Person” includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the City.

“Personal Wireless Services Facilities” has the same meaning as provided in Section 704 of the Act (47 USC 332(c)(7)(c)), which includes what is commonly known as cellular and PCS Services that do not install any System or portion of a System in the Rights-of-Way.

“Provider” means an Operator, Infrastructure Provider, Resaler, or System Lessee.

A “PSC” means the Public Service Commission, or any successor thereto.

“Resaler” refers to any Person that provides local exchange service over a System for which a separate charge is made, where that Person does not own or lease the underlying System used for the transmission.

“Rights-of-Way” means the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the City.

“Signal” means any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information in either analog or digital format.

“System Lessee” refers to any Person that leases a System or a specific portion of a System to provide Services.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing (e.g., data, video, and voice), without change in the form or content of the information sent and received.

“Telecommunications System” or System means all conduits, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, Wire and appurtenances owned, leased, or used by a
Provider, located in the Rights-of-Way and utilized in the provision of Services, including fully digital or analog, voice, data and video imaging and other enhanced Telecommunications Services. Telecommunications System or Systems also includes an Open Video System.

(25) “Telecommunications Service(s)” or Services means any telecommunications services provided by a Provider within the City that the Provider is authorized to provide under federal, state and local law, and any equipment and/or facilities required for and integrated with the Services provided within the City, except that these terms do not include “cable service” as defined in the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 (47 USC 521, et seq.), and the Telecommunications Act of 1996. Telecommunications System or Systems also includes an Open Video System.

(26) “Wire” means fiber optic Telecommunications cable, wire, coaxial cable, or other transmission medium that may be used in lieu thereof for similar purposes.

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

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

ADOPTED by the City Council of Springville, Utah, this ___ day of _______, 2017.

____________________________
Wilford W. Clyde, Mayor

ATTEST:

____________________________
Kim Rayburn, City Recorder
DATE: July 18, 2017

TO: Honorable Mayor and City Council

FROM: Business Licensing
Jason Van Ausdal, Building Official

SUBJECT: Amend Springville City Code Section(s) 7-1-103, 7-1-105 Business Licenses. Amend Food Truck Fees

RECOMMENDED MOTION

Move to approve the proposed code amendment as recommended by changes to state law to amend Springville City Code Section(s) 7-6-101, 7-6-105 Exhibit A

Move to approve resolution Home Office Exemptions Exhibit B

Move to approve changes to the comprehensive fee schedule for level of service for Food Truck license Exhibit C

SUMMARY OF ISSUES/FOCUS OF ACTION

- To comply with 2017 Utah State legislation passed regarding the licensing of home businesses with no or little impact to the surrounding residential areas.
- To adopt resolution Home Office Exemptions creating list of home office settings exempt from licensure.
- To provide a fee difference for level of services rendered by City Staff.

BACKGROUND

Home Office Exemptions

Springville City has adopted an ordinance to provide the means to regulate businesses within the City limits. This ordinance is found in Title 7 of the Springville City Ordinance. Currently all businesses are regulated under this Title including Home Office type businesses. Under current State Statutes some of this has been nullified by SB81-17 which prohibits the charging of fees for home office type businesses that have little or no impact on the residential setting, are only occasionally operated or by those under the age of 18.
City staff members have attended several meetings to identify reactions of other political subdivisions on how to handle the workload and lack of fees these identify, we have also looked at the work involved with maintaining these types of businesses with notifications and renewals. Other political subdivisions have not taken an active or any approach to dealing with this aspect of the law at the time of this report. With this change our current ordinance is void as it conflicts with the state level statute.

Springville business licensing staff considered several options and have also contacted the sponsoring Senator to identify some paths to take as a community. With the counsel and staff ideas this direction best suited the efficiency of the city and made sense for the direction we should go. We have provided a path of exemption in the ordinance to address businesses with little or no impact, licenses for businesses that are occasionally in operation or by those under the age of 18.

With these two items identified (exhibit A and B) it will give us the ability to minimize the licenses in home settings based on SB81 and give us tools to also charge a service fee for those that would not necessarily be governed under the ordinance but desire to still request services from the city.

Exhibit A

7-1-103 License Required.

(7) It shall be unlawful to operate a business on an expired license.

(8) Home businesses with little or no impact on residential areas, that are identified by resolution “Home Office Exemptions”, will be exempt from licensure under this Title. The Home Office Exemption list shall be maintained by the Community Development Director or designee.

(9) Individuals under the age of 18 shall also be exempt from licensure under this Title.

(1979 Code 7-1-103; adopted by Ordinance No. 6-88, amended by Ordinance No. 4-06, 13-06 & 31-2006; Ord. No. 27-2016 (Exh. A), 12/06/2016)

7-1-105 Procedure for Issuance of License.

(2) The applicant for the renewal of a business license shall submit a completed application for such renewal to the City License Officer on a form provided by the License Officer. The form shall contain such information as the License Officer shall deem reasonably necessary in enforcing this Title including but not limited to such information as referred to in subsection (1) of this section. The License Officer shall investigate the
completeness, accuracy, and eligibility of the applicant as described in subsection (3) of this section. The License Officer shall contact all licensees, with exception to those identified in 7-1-103 (8) and (9), a statement of the time of expiration of their license at least three (3) weeks prior to the date of such expiration; provided, that a failure to send such a notice, or the failure of a licensee to receive such a notice, shall not excuse the licensee from failure to renew their license or from payment of any late fees nor shall it be a defense in any action for operation without a license. One (1) notice of expiration shall be provided when the business license expires. No further renewal notices will be given.

**Home Office Exemptions List**

Based on current licenses established within our current tracking systems and fees we have created a list of options for consideration for exemption from licensure. We took into account the amount of people on site at any given time and exterior environments impact. We also took a number already established in State Statute for residential day care centers and found that could also work for impacts already recognized on the State level Fire Marshals.

We came to Exhibit B of the “Home Offices Exemptions”. This sets the limit to 6 persons or less on the premises at any given time and no outside storage of goods or equipment.

**Exhibit B**

**HOME OFFICE EXEMPTIONS**

ADVERTISING
APPRAISAL
AUTO
BOOKS/WRITING
CONSTRUCTION/CONTRACTOR#
CONSULTING
CRAFTS
DANCE*
DESIGN
DISTRIBUTING
ENTERTAINMENT*
FINANCIAL
FLORAL
FOOD
GUNSMITHING
HOME DISTRIBUTORS/PARTY*,#
INTERNET
LANDSCAPE #
This list will be maintained under the direction of the Community Development Director by resolution. This gives basic direction to staff as to what would be considered low impact, other cases may present changes to this as complaints or other circumstances arise with the implementation.

If any of these businesses desire to still seek a license printed by City staff after we have identified them not needing one by City Ordinance we can charge a nominal fee for processing of the certificate. This would not include any future follow-up with city staff for renewals or compliance and would be voluntary for the home office type business owner.

In City Council meeting on the 20th of June we adopted a processing fee to the Comprehensive Fee Schedule for this purpose as well as any other typical processes that are not specifically identified by ordinance.

**Food Truck License level of service fees**

Recent changes in our food truck ordinance due to changes identified in State Statute under SB 250-17 have also limited what fees a political subdivision may charge for a license regulating a food truck business. With this ordinance change we did not identify a level of service that is also available to a potential business owner and licensing regulations through Springville City. We currently have a fee that covers the inspection from our fire department and the processing side from the business licensing staff of $100. The option that needs to be available is the fire inspection performed by an outside agency that would be required to be accepted by Springville City for approval of a license. With this we are proposing a fee that would exclude this inspection but still identify processing and vetting costs associated with the issuance of a food truck license in Springville City.

Food truck level of service fee proposal  Exhibit C
EXHIBIT C

Comprehensive Fee Schedule (Request for Services Business Licensing Fee Schedule)

**Food Truck Licensing Fee W/O Fire Inspection** (Payable to “Springville City”)

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Truck license fee w/o Fire inspection</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
RESOLUTION #2017-

A RESOLUTION AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF SPRINGVILLE TO ESTABLISH AND AMEND FEES FOR FOOD TRUCK LICENSES AND HOME OFFICE ORDINANCE TO COMPLY WITH STATE CODE PASSED IN THE 2017 LEGISLATIVE SESSION

WHEREAS, the State of Utah passed legislation in regards to food trucks and home office business licensing, and,

WHEREAS, with future exemptions from licensure prohibits political subdivisions from charging home office type businesses fees,

WHEREAS, by amending the Fee Schedule for Food Truck Licensing Fee for reduced amount to allow for inspections from outside agencies for required fire inspections,

WHEREAS, by adding the Home Office Exemptions list allows for direction to when a home office would be exempt,

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

PART I:

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 II:

The City Community Development Director is hereby directed to maintain the “Home Office Exemption” list for the City of Springville, Utah as outlined in Exhibit B.

PART III:

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

PASSED AND APPROVED this 18th day of July, 2017.

______________________________
Wilford W. Clyde, Mayor

Attest:

______________________________
Kim Rayburn, City Recorder
**EXHIBIT A**

Comprehensive Fee Schedule (Request for Services Business Licensing Fee Schedule)

Food Truck Licensing Fee W/O Fire Inspection (Payable to “Springville City”)

<table>
<thead>
<tr>
<th>Food Truck license fee w/o Fire inspection</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$50.00</td>
</tr>
</tbody>
</table>

**EXHIBIT B**

HOME OFFICE EXEMPTIONS

- ADVERTISING
- APPRAISAL
- AUTO
- BOOKS/Writing
- CONSTRUCTION/CONTRACTOR#
- CONSULTING
- CRAFTS
- DANCE*
- DESIGN
- DISTRIBUTING
- ENTERTAINMENT*
- FINANCIAL
- FLORAL
- FOOD
- GUNSMITHING
- HOME DISTRIBUTORS/PARTY*,#
- INTERNET
- LANDSCAPE#
- MAIL
- MUSIC*
- OFFICE WORK
- PHOTOGRAPHY*
- REPAIR#
- SALES
- SERVICES*,#
- TRAINING*
- TRANSPORTATION

*businesses with 6 or fewer patrons on site at any given time
#no outside storage of goods or equipment
ORDINANCE #XX-2017

AN ORDINANCE AMENDING SECTION 7-1-103, 7-1-105, OF THE SPRINGVILLE CITY CODE PERTAINING TO THE RULES AND REGULATIONS OF HOME OFFICE BUSINESS LICENSES.

WHEREAS, the State of Utah passed a law stating that home businesses with little to no impact to the surrounding area of the home are not required to pay a business license fee; and

WHEREAS, Springville City has a duty to preserve the health, safety and welfare of its inhabitants; and,

WHEREAS, in the interest of the health and welfare of its citizens, Springville City deems it appropriate to amend provisions of its Business License Ordinance.

NOW THEREFORE, the Springville City Council hereby ordains:

SECTION 1. SECTION ADOPTED: Title 7, Section 1-101, 1-104 of the Springville City Municipal Code is hereby adopted to read and provide as follows:

7-1-103 License Required.

(7) It shall be unlawful to operate a business on an expired license.

(8) Home businesses with little or no impact on residential areas, that are identified by resolution ("Home Office Exemptions") will be exempt from licensure of Springville City under this Title. The business activity Home Office Exemption list shall be maintained by the Community Development Director or designee.

(9) Individuals under the age of 18 shall also be exempt from licensure under this Title.

(1979 Code 7-1-103; adopted by Ordinance No. 6-88, amended by Ordinance No. 4-06, 13-06 & 31-2006; Ord. No. 27-2016 (Exh. A), 12/06/2016)

7-1-105 Procedure for Issuance of License.

(2) The applicant for the renewal of a business license shall submit a completed application for such renewal to the City License Officer on a form provided by the License Officer. The form shall contain such information as the License Officer shall deem reasonably necessary in enforcing this Title including but not limited to such information as referred to in subsection (1) of this section. The License Officer shall investigate the completeness, accuracy, and eligibility of the applicant as described in subsection (3) of this section. The License Officer shall mail contact all licensees, with exception to those identified in 7-1-103 (8) and (9), a statement of the time of expiration of their license at least three (3) weeks prior to the date of such expiration; provided, that a failure to send such a notice, or the failure of a licensee to receive such a notice, shall not
excuse the licensee from failure to renew their license or from payment of any late fees nor shall it be a defense in any action for operation without a license. One (1) notice of expiration shall be provided when the business license expires. No further renewal notices will be given.

SECTION 2. EFFECTIVE DATE: This ordinance shall become effective immediately upon passage and posting.

PASSED, ADOPTED AND ORDERED POSTED by the Council of Springville City, Utah this 18th day of July, 2017.

______________________________
MAYOR WILFORD W. CLYDE

ATTEST:

______________________________
Kim Rayburn, CITY RECORDER
DATE: July 12, 2017

TO: Honorable Mayor and City Council

FROM: Chief Scott Finlayson & Fire Chief Henry Clinton

SUBJECT: FIREWORKS BAN IN SOME AREAS OF SPRINGVILLE

RECOMMENDATION
Approve a resolution banning fireworks in the “Westfields Area” as outlined and shown on the attached map. Specifically, any area west of the railroad track which runs north to south along the 400 West roadway, extending from the north Springville City limit boundary south to 400 South, then proceeding along the eastern most rail line which follows US 89 to the southern Springville City limit boundary. All areas to the west of this boundary are restricted from lighting ANY fireworks from July 18, 2017 through July 27, 2017.

The fireworks ban on the east side of town in the wildland urban interface will also remain in place through July 27, 2017.

DISCUSSION
The 2013 Utah State Legislature changed state law and now requires the City Council to prohibit fireworks in certain areas of our community. Utah Code 15A-5-202.5 (1)(c)(i) states, “the legislative body of a municipality within which the hazardous environmental conditions exist may prohibit only the ignition or use of the ignition source in mountainous, brush-covered, or forest-covered areas or the wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose;”

Whereas Springville City experienced eight fireworks caused fires on the evening of July 4, 2017 and the fire danger is Springville City is still at a critical state the City Council finds that further restrictions are needed to protect areas of our community.
Whereas the State of Utah allows communities to restrict fireworks use in “brush-covered”, “forest-covered” and “land being used for agricultural purposes” the City Council finds that these covered areas meet the intent of the law.

In addition to the fireworks ban in the wildland urban interface area already in place, the following areas will be added to the fireworks ban as follows:

[Fireworks maps will be provided with a description of the areas where fireworks are being suggested for a fireworks ban. The Council may choose a map and the language will then be added to the official report.]

Legal fireworks may be used in other areas of town from 11am to 11 pm, between July 1\textsuperscript{st} and July 7\textsuperscript{th} and July 21\textsuperscript{st} and July 27\textsuperscript{th}, except that on July 4 and July 24, the hours are 11 a.m. to midnight. We encourage all in restricted areas to take their families to any of the city parks outside the banned area to set off fireworks.

**ALTERNATIVES**
The City Council may choose to not ban fireworks in any westfields areas of Springville. The City Council may choose to ban fireworks from more areas in Springville.

**FISCAL IMPACT**
There are no fiscal impacts.

Name: Chief Scott Finlayson, Director of Public Safety
Chief Henry L Clinton, Fire Chief
DATE:       July 10, 2017

TO:         Mayor and City Council

FROM:       Bradley D. Stapley, Director of Public Works

SUBJECT:    ADOPTION OF MOUNTAINLAND ASSOCIATION OF
            GOVERNMENT'S (MAG’S) PRE-DISASTER MITIGATION PLAN

__________________________________________________________

RECOMMENDED ACTION

Approve Resolution ___________ adopting MAG’s Pre-Disaster Mitigation Plan (Exhibit A).

__________________________________________________________

SUMMARY OF ISSUES/FOCUS OF ACTION

In accordance with the Federal Emergency Management Agency (FEMA) Disaster Mitigation Act of 2000, Springville City, along with other communities under MAG’s jurisdiction, has participated with Mountainland Association of Government in developing a Pre-Disaster Mitigation Plan that recognizes the threat that natural hazards pose to people and property in Utah.

The adoption of this resolution will allow Springville City to apply for Pre-Disaster Mitigation funding.

DISCUSSION

The MAG Pre-Disaster Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Springville City from the impacts of future hazards and disasters.

This plan can be viewed at:

www.mountainland.org/articles/view/Hazard%20Mitigation%20Plan

Adopting the MAG Pre-Disaster Hazard Mitigation Plan facilitates receiving funds from the federal government should a disaster occur.

FISCAL IMPACT

None

CITY COUNCIL MEETING

July 18, 2017
RESOLUTION #2017-XX

A RESOLUTION OF SPRINGVILLE CITY ADOPTING THE MOUNTAINLAND PRE-DISASTER HAZARD MITIGATION PLAN

WHEREAS, Springville City recognizes the threat that natural hazards pose to people and property within Springville; and

WHEREAS, Springville City has participated in the creation of a multi-hazard mitigation plan, hereby known as the Mountainland Pre-Disaster Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, Mountainland Pre-Disaster Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Springville from the impacts of future hazards and disasters; and

WHEREAS, adoption by Springville City demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Mountainland Pre-Disaster Hazard Mitigation Plan

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SPRINGVILLE CITY, UTAH THAT: Springville City adopts the Mountainland Pre-Disaster Hazard Mitigation Plan:

PASSED AND APPROVED this 18th day of July 2017.

ATTEST

By ____________________________

Wilford W. Clyde, Mayor
Springville City

Kim Rayburn, Recorder
DATE: July 7, 2017

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A DEVELOPMENT AGREEMENT BETWEEN SPRINGVILLE CITY AND THE DEVELOPER OF THE MEADOW WALK SUBDIVISION.

RECOMMENDED MOTION

Move to approve Resolution No. ____-2017 that approves a Development Agreement between Springville City and Meadow Walk Subdivision.

BACKGROUND

The proposed development agreement for the Meadow Walk Subdivision requires the Developer to follow the City’s land use regulations and approvals for the Subdivision. The agreement incorporates the density bonus requirements for the Subdivision, including a parks fee in lieu of park land improvements in the amount of $103,667. In addition to the density bonus requirements, the following fees and payments are incorporated in the agreement:

1. **Electrical Extension Fees.** Developer will pay an electrical extension fee to Springville in the amount of $49,290.73.
2. **Future Sewer Extension Fee.** According to the sewer master plan, the Subdivision’s sewer is supposed to extend to the west of the Subdivision. The sewer line to the west of the Subdivision is not currently installed. As such, the Subdivision will sewer to the south of the subdivision until the sewer line to the west is installed with future development. At such time that the sewer line to the west is installed, the Subdivision will be connected to the west line. Under the agreement, Developer will pay City $6,890 for the City to make the future connection to the west.
3. **900 South Road Widening.** Since Developer has submitted his application and received several approvals, the transportation master plan has changed, requiring 900 South to be widened by five feet. The cost for widening 900 South is approximately $15,000. Under the agreement, Springville will pay $15,000 to Developer for the additional five feet of street improvements.

The above provisions are provisions that are unique to the Subdivision.
ALTERNATIVES

1. Adopt the resolution and agreement.
2. Reject the resolution.

Attachments:
Resolution ____-2017
DEVELOPMENT AGREEMENT
MEADOW WALK SUBDIVISION

THIS AGREEMENT is entered into effective this ___ day of ________, 2017, by and between SPRINGVILLE CITY, a municipal corporation of the State of Utah, 110 South Main Street, Springville, Utah 84663 (“City”), and ____________________, located at ____________, __________, Utah 846__ (“Developer”).

RECITALS

A. Developer is developing property located at approximately 900 South 950 West in Springville City, Utah County, Utah, as shown on the site plan attached as Exhibit A (the “Property”).

B. Developer plans to construct the Meadow Walk Subdivision on the Property in the form, design and plan set forth in the subdivision plan (the “Project”).

C. Developer desires to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the “Public Improvements”), including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City.

D. Developer is willing to design and develop the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City’s general plan, zoning, subdivision and development regulations, as more fully set forth below.

E. City, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

F. The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City agree to the following:

1. **Recitals Affirmed**. The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.
2. **Plans, Permits and Approvals; Impact Fees.**

   A. **Plans; Revised Plans.** Developer has prepared detailed construction plans, drawings and specifications (collectively, the “Construction Plans”) for the Public Improvements for the Project, which Construction Plans have been approved by City and are incorporated herein by this reference.

   B. **Permits and Approvals; Documents.** Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like (collectively, the “Approvals”) for performance of the Project.

   C. **Impact Fees.** Developer agrees to pay any “Impact Fees” in accordance with the applicable City requirements, either by direct payment or by receiving a credit equal to amounts reimbursable to Developer under Section 6 (Reimbursable Costs) below.

   D. **Documents.** Developer agrees to provide City with a copy of relevant records and documents relating to the Public Improvements, as reasonably requested by City.

3. **Manner of Performance.**

   A. **Compliance with Plans and Laws; Exception for Street Trees.** Developer shall pursue the Project to completion (the “Work”) (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the “City Code”), rules, regulations, and official policies of the City governing the use, density and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City.

   B. **Street Trees.** Developer agrees to pay $315.00 per street tree shown on the approved street tree plan. Upon payment, Springville City will be responsible to purchase, install and maintain street trees for the first two years after planting. Street trees will not be planted in planter strips until development of homes along any street in a new development is at least eighty percent (80%) complete and those homes are occupied and the planter strip landscape and sprinkling system are installed at homes where trees are to be planted.

   C. **Materials and Labor.** Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project as described herein.

   D. **Guarantee of Performance.** Developer acknowledges and agrees that an improvement completion assurance is required for the Project. Developer will furnish to City an improvement completion assurance in accordance with Springville City Code §§ 14-5-202, et seq., in an amount required by Springville City but not to exceed one hundred ten percent (110%) of the engineer's estimate price for faithful completion of the Improvements. The engineer's estimated price is attached as Exhibit B.

   E. **Improvement Warranty.** Prior to City’s acceptance of the Public Improvements, Developer shall execute an improvement warranty for the one (1) year improvement warranty period
and post a ten percent (10%) cash deposit, surety bond, letter of credit, or other similar security that
is acceptable to the City’s City Administrator in accordance with Section 14-5-205 of the City Code.

F. **Insurance.** Developer agrees to obtain and maintain general public liability insurance
and property damage insurance with City named as an additional insured, at the rate of Two Million
Dollars ($2,000,000) for each occurrence and Four Million Dollars ($4,000,000) aggregate during
construction of the Project.

G. **Inspections.** Developer shall ensure that all inspections necessary for the Public
Improvements under the City Code are timely requested. Developer understands and agrees that
failure to request a proper inspection may result in the removal of Public Improvements at the sole
cost and expense of Developer. The City shall perform inspections as soon as possible and otherwise
in good faith following the applicable request in accordance with the City Code.

4. **Off-site Work and Additional Fees and Costs.**

A. **Electrical Extension Fees.** Developer agrees to pay an electrical extension fee to City
in the amount of Forty-nine Thousand Two Hundred Ninety Dollars and Seventy-three Cents
($49,290.73), as calculated by City and reflected on Exhibit C attached hereto.

B. **Future Sewer and Storm Drain Connections.** Developer agrees to pay City the
amount of $6,890 for future sewer and storm drain connections heading west from the Project to
future sewer and storm drain facilities that will be built in 900 South. A copy of the future sewer and
storm drain costs are attached as Exhibit D.

C. **900 South Road Widening.** City’s master plan with respect to the width of 900 South
has changed during Developer’s land use application process. Developer is willing to work with City
and provide an additional five feet of width as shown on the final subdivision and construction plans.
The parties agree that the five feet of width will cost Developer fifteen thousand dollars ($15,000).
City will pay Developer the amount of $15,000 within 30 days of the Public Improvements being
approved and accepted by City and City receiving Developers request for payment.

5. **Ownership of Improvements; Acceptance and Dedication.** Developer shall retain
ownership of Public Improvements constructed for the Project and shall remain solely responsible for
all necessary maintenance, repairs, and replacements of the Public Improvements prior to final
acceptance thereof by City. Developer agrees that no connections to the Public Improvements shall
occur before City accepts the same, as contemplated herein. City agrees to accept dedication of the
Public Improvements upon completion thereof by Developer in accordance with the Construction
Plans, the Approvals, and all applicable land regulations. Upon such acceptance by City, (i)
Developer shall assign and convey to City all of Developer's right, title and interest in the Public
Improvements in writing (or shall be deemed to have done so by this writing), (ii) Developer shall
have no further interest in the Public Improvements, and (iii) City shall maintain and operate the
Public Improvements as part of its public systems.

6. **Reimbursable Costs - Upsized Public Improvements.**

The City has not required Improvements on the Project which are larger than would be required to
serve the Project only. Therefore, there are no reimbursable improvements.
7. **Water Shares.** Prior to beginning the Work on the Project, Developer shall tender to City 7.76 shares of Springville Irrigation Company water shares, or its equivalent, for the Project.

8. **Westfields Overlay Zone Density Bonus Participation.** In addition to the minimum performance standards required by City Code §11-5-404, the Developer is proposing to utilize the density bonus mechanisms of the overlay. The base density for the development is 32 units. Developer is requesting a 12% density bonus allowing for an additional 4 units for a total density of 36 units. The Developer has agreed to the following components to receive the requested density bonus:

<table>
<thead>
<tr>
<th>Density Bonus Category</th>
<th>Density Bonus Improvement</th>
<th>Bonus %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks and Open Space</td>
<td>For parcels that are too small for development of a park meeting the minimum City standard of five acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.</td>
<td>7%</td>
</tr>
<tr>
<td>Fees in lieu of park land and improvements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Materials</td>
<td>Option A) - A density bonus of 5% shall be given where 25% of the gross facade elevation includes brick or stone on detached single-family and attached two-family dwellings.</td>
<td>5%</td>
</tr>
</tbody>
</table>

The park fees in lieu of park land and improvements amount to a total of One Hundred Three Thousand Six Hundred Sixty-seven Dollars ($103,667). The parties acknowledge and agree that the Developer shall pay City the amount of $103,667 prior to and as a required condition of the City recording the Meadow Walk Subdivision Plat with the Utah County Recorder’s Office.

9. **Notices.** Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 9.

10. **Indemnity.** Developer agrees to indemnify, release and defend City with Counsel of City’s choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys’ fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer’s agents, (ii) any claim or action related to the installation of the Public Improvements or breach of this Agreement, (iii) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by the City; and (iv) liens or claims on the Public Improvements by any persons providing materials and/or services related to such Public Improvements on behalf of or at the request of Developer.

11. **Authority and Authorization.** Developer hereby represents and warrants to City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by
Developer, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer.

12. **Future Action.** Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer’s performance of its obligations hereunder, Developer shall have the vested right to develop the Project.

13. **Other Laws.** Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Developer agrees to comply with all laws during construction of the Project and Public Improvements.

14. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

15. **Attorney Fees.** In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

16. **Severability.** Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

17. **Modification.** Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and Developer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**SPRINGVILLE CITY**

By: ____________________________  
Wilford W. Clyde, Mayor  

Attest: ____________________________  
CITY RECORDER

By: ____________________________  
Developer
Exhibit A
Exhibit B
Exhibit C
Exhibit D
RESOLUTION #2017-XX

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR THE MEADOWWALK SUBDIVISION

WHEREAS, Developer is developing property located at approximately 900 South 950 West in Springville City, Utah County, Utah (the “Property”); and

WHEREAS, developer plans to construct the Meadow Walk Subdivision on the Property in the form, design and plan set forth in the subdivision plan (the “Project”); and

WHEREAS, Developer desires to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the “Public Improvements”), including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City; and

WHEREAS, Developer is willing to design and develop the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City’s general plan, zoning, subdivision and development regulations; and

WHEREAS, Springville, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

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

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

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

PASSED AND APPROVED this 18th day of July 2017.

By ____________________________

ATTEST       Wilford W. Clyde, Mayor

______________________________
Kim Rayburn, Recorder
DATE: July 6, 2017

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF AUTHORIZING THE DISMISSAL OF SPRINGVILLE CITY'S OBJECTION 51-4-11 IN THE GENERAL ADJUDICATION OF WATER RIGHTS IN HOBBLE CREEK – SPRINGVILLE AREA

RECOMMENDED MOTION

Move to approve the dismissal of objection 51-4-11 in the General Adjudication of Water Rights in the Hobble Creek – Springville Area with the stipulation that the dismissal contain language that the dismissal does not waive any rights to defend its claims and water rights in the event that the Cherrington successors’ objection to the addendum to the State’s 1986 proposed determination is ever re-opened.

BACKGROUND

In 2016, a special master was appointed in the general adjudication of all water rights to the use of water, both surface and underground, within the drainage areas of the Utah Lake and Jordan River in Utah, Salt Lake, Davis, Summit, Wasatch, Sanpete and Juab Counties. Originally, it was thought the special master would not get to the adjudication in the Hobble Creek-Springville Area for several years. That is not the case.

In March 2017, Springville City received notice from the special master that the special master was going to move on the adjudication of two of the City’s water right objections: objections 51-4-11 filed in 1990 and 51-4-12 filed in 1986. Objection 51-4-11 is the objection before the City Council for consideration of dismissal and deals with water from Hobble Creek into the Highline Canal and from Spring Creek Canyon. The remainder of this staff report will provide the history of Objection 51-4-11 and the reasons why it is being recommended to dismiss the objection.

History of Water Rights

In December 1990, Springville City filed Objection 51-4-11 to object to the State’s determination regarding water rights 51-6025 and 51-6027. Dating back to the mid-nineteenth century, A.W. Cherrington held diligence rights to divert and use water coming from Spring Creek Canyon. Around 1918, Springville developed its culinary water system that diverted water from Spring Creek Canyon into the City’s culinary system, taking away the water from Cherrington. In exchange for the water Springville took from the Spring Creek Canyon springs,
the City delivered water from Hobble Creek and Strawberry Reservoir to Cherrington through the Highline Canal. Over time, the Cherrington’s land and water interests passed to various individuals in the area (the “Cherrington Successors”).

In 1986, the State issued its proposed water rights determination for the Hobble Creek-Springville Area; however, the determination failed to include water rights representing the interests of the City and the Cherrington Successors. As a result, both the City and the Cherrington Successors objected to the State’s proposed determination. The City’s objection asked the Court to:

1. Recognize Water Right 51-6025, the City’s interest in water diverted into the Highline Canal; and
2. Recognize Water Right 51-6027, the City’s interest in Spring Creek Canyon springs.

After the City’s above described objection was filed, the following occurred:

1. In 1992, the State issued an addendum that recognized the City’s interests in WR 51-6025 and WR 51-6027 (the “Addendum”), and the City did not file an objection to the Addendum;
2. The Cherrington Successors filed an objection to the Addendum;
3. Springville answered the Cherrington Successors’ objection by supporting the Addendum;
4. The Cherrington Successors filed an action in court, and the Utah Supreme Court resolved many, but not all, of the outstanding issues;
5. In 2004, the City, the State and the Cherrington Successors entered into a stipulation of dismissal, which ended the dispute.

Recommendation

The State’s position on Springville’s Objection 51-4-11 is that it has already been resolved and should be dismissed. Staff, and outside legal counsel, agrees with the State for the following reasons:

1. The Addendum to the State’s determination recognizes the City’s interests in WR 51-6025 and WR 51-6027;
2. After the Addendum was issued, the City defended the addendum;
3. The Cherrington successors’ objection to the Addendum was resolved through the court actions and stipulation of dismissal.

Given the history of Objection 51-4-11, it appears that it has been fully resolved and will not be re-opened. The recommendation is to dismiss the objection with language that the City is not waiving any rights to defend its claim and water rights should the Cherrington successors’ objection to the Addendum ever be re-opened.

Attachments: Letter from Outside Counsel, dated May 31, 2017
May 31, 2017

John Penrod, Esq.
City Attorney
SPRINGVILLE CITY
110 South Main Street
Springville, Utah 84663

Re: Springville City’s Objection 51-4-11
General Adjudication of Water Rights in Hobble Creek–Springville Area

Dear John:

As you know, the Attorney General’s Office, on behalf of the Utah Division of Water Rights (“Division”), has filed an Answer to Objection 51-4-11 (“Objection”), which was filed by Springville City (“City”) in December 1990.¹ A copy of the Objection is attached hereto as Exhibit A and a copy of the Answer is attached hereto as Exhibit B. Specifically, the Answer asks the court to dismiss the Objection because the Division’s Addendum to the Proposed Determination recognized the City’s interests in Water Right No. 51-6025 (“WR 51-6025”) and Water Right No. 51-6027 (“WR 51-6027”), as the City requested in the Objection. We have researched the long history relating to the Objection, WR 51-6025, and WR 51-6027. This letter provides a summary of this long history, as well as our recommendations regarding how the City should proceed with respect to the Objection.

The contents of this letter are based on our review of the Division’s water right files for WR 51-6025 and WR 51-6027, court pleadings, and decisions of the Utah Supreme Court.² If there is something here that is incorrect according to your knowledge or if the City knows of additional relevant facts, please let us know. It is possible that the City knows something that we do not know, which could potentially alter our recommendations.

HISTORY OF WR 51-6025, WR 51-6027, AND THE OBJECTION

Dating back to the mid-nineteenth century, A.W. Cherrington (“Cherrington”) held diligence rights to divert and use water coming from Spring Creek. Around 1918, the City developed its culinary water system and diverted water from springs in Spring Creek Canyon into

¹ As clarification, this letter addresses only Objection 51-4-11, which the City filed with respect to its own water rights, WR 51-6025 and WR 51-6027. This letter does not address Objection 51-4-12, which the City filed with respect to water rights owned by other parties.

that system. As a result of the City diverting water from the springs, there was no longer water in Spring Creek for Cherrington to divert and use. In exchange for the water that the City was taking from the springs, the City delivered water from Hobble Creek and Strawberry Reservoir ("Exchange Waters") to Cherrington. To provide a delivery system for the Exchange Waters, the City built and maintained Highline Canal.\textsuperscript{3} Over time, Cherrington’s land and water interests passed to various individuals in the area ("Cherrington Successors").

In 1936, the General Adjudication was initiated in the Third District Court. On September 12, 1986, the Division issued its Proposed Determination for the Hobble Creek–Springville area.\textsuperscript{4} The Proposed Determination did not, however, include water rights representing the interests of the City and the Cherrington Successors in the springs or the Exchange Waters. As a result, both the City and several of the Cherrington Successors objected to the Proposed Determination. The City’s Objection asked the court to (1) recognize WR 51-6025, which represented the City’s interest in water diverted into the Highline Canal so that the City could continue to divert and deliver the Exchange Waters through the Highline Canal; and (2) recognize WR 51-6027, which represented the City’s interest in the springs so that the City could continue to divert and utilize the water from the springs in the City’s municipal water system.

On April 24, 1992, the Division responded to the City’s Objection by issuing an Addendum to the Proposed Determination. This Addendum specifically recognized the City’s requested interests in WR 51-6025 and WR 51-6027.\textsuperscript{5} A copy of the Addendum is attached hereto as Exhibit C. Regarding WR 51-6025, the Addendum recognized the City’s right “to utilize water from the Hobble Creek and Spring Creek systems (supplemented with Strawberry Project water)”. Further, it recognized that water was diverted from Hobble Creek into the Highline Canal and that the City was to deliver a percentage of these waters to a group of individuals so they could irrigate their properties (which was a reference to the Cherrington Successors). Regarding WR 51-6027, the Addendum recognized the City’s right to use waters coming from the springs in Spring Creek Canyon. The City did not file an objection to the Addendum.

Although the City did not object to the Addendum, the Cherrington Successors did file an objection to the Addendum. The City answered that objection in support of the Addendum. The Cherrington Successors maintained their objection as part of the General Adjudication, but also filed a separate action in district court to have their water claims adjudicated vis-à-vis the City’s water claims. The Cherrington Successors’ objection in the court system worked through Utah’s court system to the Utah Supreme Court on two separate occasions. Copies of the two Utah Supreme Court decisions are attached hereto as Exhibit D. During the entire process, the City advocated in favor of the Addendum. The Utah Supreme Court decisions resolved many, but not all, of the issues between the parties. In 2004, the City, the Division, and some of the Cherrington Successors entered into a stipulation for dismissal, which presumably ended the dispute. A copy of the Order of Dismissal is attached hereto as Exhibit E.

\textsuperscript{3} We are interested to know if the Highline Canal is still in use and if this exchange agreement is still functioning between the City and the Cherrington Successors.

\textsuperscript{4} A Proposed Determination is essentially the Division’s recommendation to the General Adjudication court about the status, characteristics, and validity of each and every water right in the area.

\textsuperscript{5} The Addendum also included water rights relating to the interests of some of the Cherrington Successors.
CONCLUSIONS AND RECOMMENDATION

As we have researched the Objection, we have communicated with Ben Jensen from the Attorney General’s Office. During these communications, and as reflected in the Answer, Mr. Jensen has maintained that the Objection was satisfied by the Addendum because the Addendum provided everything that the City requested in the Objection, i.e., the recognition and inclusion of WR 51-6025 and WR 51-6027 in the Proposed Determination. Based on our research and the history outlined above, we believe that Mr. Jensen is correct and that the Objection has been resolved in the City’s favor, as summarized by the following three points.

First, after the City objected to the Proposed Determination, the Division issued the Addendum. The Objection had requested that the Proposed Determination recognize the City’s interests in WR 51-6025 and WR 51-6027, and the Addendum specifically added these two water rights into the Proposed Determination.

Second, once the Division issued the Addendum, the City did not file an objection to the Addendum. Instead, the City consistently defended the Addendum against the attacks and claims of the Cherrington Successors in two separate court actions.

Lastly, although the Cherrington Successors filed an objection to the Addendum, the objection appears to have been resolved through the court actions and stipulation of dismissal. Indeed, it is Mr. Jensen’s conclusion that the objection to the Addendum is fully resolved and will not be re-opened. Even if the Cherrington Successors’ objection to the Addendum is re-opened at some point, that objection is a separate issue from the City’s Objection.

In sum, everything that we have reviewed shows that the City’s Objection was resolved by the Addendum and that the City was satisfied with the Addendum. Accordingly, it is our recommendation that the City stipulate with the Division that the Objection has been resolved and can be dismissed with prejudice. As part of the stipulation, we would recommend that the City include language that the City is not waiving any rights to defend its claims and water rights in the event that the Cherrington Successors’ objection to the Addendum is ever re-opened.

As previously mentioned, if the City has any additional facts, documentation, or information that relates to the Objection and the water rights discussed in this letter, please let us know so that we can consider these facts, documentation, and information in light of our recommendation described above. If the City agrees with our recommendation to stipulate to the dismissal of the Objection, we will be happy to work with the Attorney General’s Office to draft the necessary stipulation documents. If you have any questions, do not hesitate to contact us.

Sincerely,

SMITH HARTVIGSEN PLLC

J. Craig Smith
Jeffry R. Gittins
DATE: July 7, 2017

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A WATER CREDIT AGREEMENT BETWEEN SPRINGVILLE CITY AND PROPERTY RESERVE, INC.

RECOMMENDED MOTION

Move to approve Resolution No. ____-2017 that approves a Water Credit Agreement between Springville City and Property Reserve, Inc.

BACKGROUND

As part of a development of 22.87 acre of property owned by Property Reserve, Inc. (“PRI”), PRI has requested that it be allowed to tender water to the City that the City would credit back to PRI, or other developers related to PRI, as property is developed in Springville. Currently, Springville does not require water to be tendered for commercial properties until a building permit is issued because the amount of water needed for a commercial project varies from one project to another. PRI wants to tender water to Springville and then provide credits as water is needed for certain projects. This allows the City to start utilizing the water in the City’s water systems and provides a mechanism for PRI to bank the water for future projects.

The agreement provides for the following:

1. **Water Credits.** PRI is allowed to “bank” water with the City to use the water at a future date for development purposes on an acre-foot by acre-foot basis.

2. **Conditions of Acceptance.** Under the agreement, Springville may accept or reject any water and may require the water to be approved through a change application with the Utah State Engineer before the City accepts water. PRI would prefer the City only consider certain criteria in accepting and rejecting water for the agreement and not be able to accept or reject water for any reason or no reason. Staff is concerned with PRI’s request because there is certain water that staff believes to be good water and certain water that may not be so good. Staff would like to have the ability to decide what water to accept and not accept based upon any reason or no reason.
3. **Millpond Water.** The agreement would automatically accept 32 shares of Millpond water at 3.9 acre feet per share. The quality of Millpond water and the amount per share have both been recommended for approval by the City’s staff and outside engineers.

4. **Water Credit Ledger.** The agreement would require the City to maintain a water credit ledger that shows water coming into the City and water being credited towards developments.

5. **Water Credit.** PRI may use the banked water credits itself or assign the water credits to its affiliates or others.

6. **Termination.** The agreement may be terminated based upon 120 days prior written termination. If the agreement is terminated, all water tendered pursuant to the agreement will continue to be banked by the City as credits for PRI, its affiliates, and others.

**ALTERNATIVES**

1. Adopt the resolution and agreement.
2. Reject the resolution.

Attachments:

**Resolution ____-2017**
THIS WATER CREDIT AGREEMENT FOR MUNICIPAL WATER (this “Agreement”) is dated as of ______________, 2017 (the “Effective Date”), by and among SPRINGVILLE CITY, a municipal corporation of the State of Utah (the “City”), and PROPERTY RESERVE, INC., a Utah corporation, and its affiliated entities (“PRI”).

RECITALS

1. PRI presently owns property within the boundaries of the City, and may in the future acquire additional property within the City, which property may be developed by PRI, or others (the “Property”).

2. Under Section 11-6-124 of the City Code, or any successor provision, the City requires a landowner, as a condition of development, to convey to the City water rights and/or shares that are equivalent to the water use of the proposed development based upon similar use or fixture studies.

3. PRI anticipates the future ability to convey, or cause to be conveyed, to the City water rights or water shares suitable for use in the City’s culinary and/or irrigation water systems, and desires to establish a mechanism and process by which PRI can acquire credits in exchange for such approved conveyances, which credits may be used to satisfy the requirements of Section 11-6-124 of the City Code in connection with the future water needs of PRI or its affiliates or other assigns.

4. PRI desires a credit for any approved water conveyance to the City that exceeds the requirements for development of any of the Property.
The City desires to encourage and facilitate the conveyance of water rights to the City through the establishment of such a water credit system with PRI.

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. PRI RIGHT TO WATER CREDITS. In exchange for approved water rights or water shares from time to time conveyed, or caused to be conveyed, by PRI to the City under this Agreement for use in the City’s secondary irrigation and/or culinary water systems, PRI shall have the right to, and is hereby granted, water credits (“Water Credits”) representing the quantity of the water represented by the water rights or shares so conveyed to the City. Such Water Credits shall be deemed “banked” with the City, shall never expire, and may be used in the future by PRI or its designee(s) to satisfy in all respects, on an acre-foot by acre-foot basis, the requirements for the delivery of water rights under Section 11-6-124 of the City Code, or successor provisions of the City Code, for irrigation and/or culinary water use, as applicable. For all purposes of this Agreement, unencumbered water shares of stock free of liens and unpaid assessments, dues or fees of any kind in a water company shall be considered “water rights.”

SECTION 2. CONDITIONS OF ACCEPTANCE. (a) Prior to conveying a water right to the City, PRI shall discuss the conveyance with the City. Conveyance of a water right, and the issuance of Water Credits based on such water right, shall be subject to the prior approval of the City, which approval the City may withhold for any reason or no reason. In the event that the City decides to consider approving a water right, some of the criteria that may be considered by the City is the suitability of the water for use in the City’s secondary irrigation and/or culinary water systems. The City may consider both the quality of the water, including, but not limited
to, beneficial use and quality impairment as defined under Utah State Statute, and the physical practicality of utilizing the water in the systems and whether the water meets the requirements of the City Code. The City acknowledges that PRI owns water in the following water companies: (i) Springville Irrigation Company, (ii) Millpond Irrigation Company, (iii) Wood Springs Irrigation Company, (iv) Matson Springs Irrigation Company, (v) Big Hollow Irrigation Company, and (vi) Coffman Springs Irrigation Company.

(b) The City may condition the acceptance of the water rights on final approval of any required change application by the Utah State Engineer, with approval conditions that are reasonably acceptable to the City. If a change application is required, the change application shall be prepared, filed and prosecuted by PRI, at its expense; provided that the City may not protest such change application if the City approved the form and substance of the change application before its filing (which approval shall not be unreasonably withheld or conditioned), and shall reasonably cooperate with PRI in the preparation, filing and prosecution thereof. Water credits shall be granted by the City in the full amount approved by the State Engineer for beneficial use in the City’s water systems.

(c) The parties agree that the water shares listed on Exhibit A are hereby approved water shares to be banked for Water Credits and are not subject to the approval requirements set forth in Section 2(a) and 2(b) above.

SECTION 3. WATER CREDIT LEDGER. Attached hereto as Exhibit B is a Water Credits Ledger (“Ledger”) to be used by the parties to account for the granting of Water Credits to PRI, and the application of those Water Credits at PRI’s direction. Contemporaneously with the conveyance of a water right by PRI to the City, the City shall enter such conveyance and the corresponding grant of Water Credits on the Ledger. Similarly, when PRI either applies a Water
Credit to a use in satisfaction of Section 11-6-124 of the City Code, or assigns a credit to a third party, such application or assignment shall be entered by the City on the Ledger. The official version of the Ledger shall be maintained by the City. Each entry shall be initialed by each party. The City shall provide a copy of the Ledger to PRI after each new entry. The City agrees to meet with PRI, at PRI’s request, to reconcile any errors or discrepancies reflected in the Ledger.

SECTION 4. ASSIGNMENT OF CREDITS. PRI may use Water Credits itself, or assign Water Credits to its affiliates or others. If PRI determines to assign one or more Water Credits, it shall do so by completing, signing and delivering to the City an Assignment of Ownership Interest in Water Rights Credit in substantially the form attached hereto as Exhibit C. Upon receipt of such an assignment, the City shall enter the assignment on the Ledger. It shall be the responsibility of the City and the assignee to document and account for such Water Credit following such assignment. No such assignment will be binding on the City until the City receives an original duly-executed form of the Assignment.

SECTION 5. TERMINATION OF WATER ACCEPTANCE. The City and PRI shall have the right to terminate their respective obligations under this Agreement upon giving one hundred and Twenty (120) days prior written notice to the other party. The City and PRI may exercise such right at any time for any reason by providing the other party with a notice of termination. In the event that a party elects to terminate any future transfer of water, all provisions in this Agreement shall remain in effect with respect to water that has already been accepted by the City under this Agreement.

SECTION 6. ENTIRE AGREEMENT. This Agreement and the Recitals above constitute the entire agreement between the parties relating to the subject matter hereof, and
supersedes all prior understandings, representations, or agreements of the parties regarding the same.

SECTION 7. FURTHER ACTS. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

SECTION 8. NO AGENCY OR PARTNERSHIP. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

SECTION 9. LEGAL COMPLIANCE. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement.

SECTION 10. AMENDMENT. This Agreement cannot be amended except by a written instrument signed by the parties.

SECTION 11. SEVERABILITY. If a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is otherwise unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 12. AUTHORITY. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entity identified.

SECTION 13. GOVERNING LAW. This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.
IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

SPRINGVILLE CITY, a municipal corporation of the State of Utah

By: ____________________________  
Its: ____________________________

PROPERTY RESERVE, INC., a Utah corporation

By: ____________________________  
Its: ____________________________

ATTEST & COUNTERSIGN:

______________________________  
City Recorder
EXHIBIT A

[Approved Water Rights]

32 Shares in Millpond Irrigation Company at 3.9 acre feet per share.
**EXHIBIT B**

MUNICIPAL WATER CREDITS LEDGER

<table>
<thead>
<tr>
<th>Date</th>
<th>Water Right Number or Number of Shares and Name of Company</th>
<th>Water Credits Granted (acre-feet)</th>
<th>Water Credits Applied or Assigned / Name of Project or Assignee</th>
<th>Total Available Credits</th>
<th>Initials: City / PRI</th>
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ASSIGNMENT OF OWNERSHIP INTEREST

IN WATER RIGHTS CREDIT

PROPERTY RESERVE INC., whose address is 79 South Main Street, Salt Lake City, Utah 84111 ("Assignor"), hereby assigns and transfers to ________________, whose address is ________________________________ ("Assignee"), all of Assignor’s right, title, and interest in and to ____ acre-feet of water credits currently in the name of Assignor and evidenced by that certain Water Credit Agreement for Municipal or Secondary Irrigation Water (the “Water Credit Agreement), dated ___________, 2017, by and between Assignor and Springville City, Utah (the “City”). Upon receipt of this duly-executed instrument, the City shall enter the transfer of water credits on the ledger attached to the Water Credit Agreement, initial the entry, and submit the ledger to Assignor for Assignor to approve and initial.

Assignee hereby accepts this Assignment and (a) acknowledges that this Assignment is governed by the Water Credit Agreement, and (b) agrees to be bound by (i) the terms and conditions of the Water Credit Agreement as it may be amended from time to time by the parties thereto, and (ii) any future changes to the City Code of the City.

DATED this _____ day of _______________, 2017.

Assignor:

PROPERTY RESERVE, INC.

By: ______________________________
   President

Assignee:

__________________________________

By: ______________________________
   Authorized Agent
STATE OF UTAH )

COUNTY OF SALT LAKE )

On the _____ day of _______________, 20__, personally appeared before me __________________________, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Assignor, and who acknowledged that he or she executed it.

_________________________
NOTARY PUBLIC

STATE OF UTAH )

COUNTY OF __________ )

On the _____ day of _______________, 20__, personally appeared before me __________________________, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Assignee, and who acknowledged that he or she executed it.

_________________________
NOTARY PUBLIC
RESOLUTION #2017-XX

A RESOLUTION APPROVING A WATER CREDIT AGREEMENT WITH PROEPRTY RESERVE, INC.

WHEREAS, Property Reserve, Inc. (“PRI”) is in the process of a transaction for the development of property within Springville City, Utah County, Utah; and

WHEREAS, PRI has asked the City to consider a Water Credit Agreement for Municipal Water that would allow PRI to tender water to the City now to be “banked” by the City for water credits for future development within Springville City; and

WHEREAS, Springville City has considered the Water Credit Agreement and believes that it is in the best interest of both parties to enter into the agreement.

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

SECTION 1. Agreement Approval. The Water Credit Agreement, substantially in the form attached as EXHIBIT A, is approved and shall be executed by Springville City.

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

PASSED AND APPROVED this 18th day of July 2017.

By ____________________________

ATTEST       Wilford W. Clyde, Mayor

____________________________________
Kim Rayburn, Recorder
EXHIBIT A

WATER CREDIT AGREEMENT
DATE: July 11, 2017

TO: Honorable Mayor and City Council

FROM: Troy K. Fitzgerald, City Administrator

SUBJECT: ROAD DEDICATION PLAT FOR 1200 WEST BETWEEN APPROXIMATELY 800 SOUTH AND 900 SOUTH

RECOMMENDATION:

A Motion to Acceptance of a road dedication plat for a portion of 1200 West between approximately 800 South and 900 South.

A Motion to deny acceptance of the plat.

BACKGROUND:

The Aquatic Center is under construction. Part of the overall project for the aquatic center will require roads to be constructed on the north and west of the site in accordance with City ordinances. The City has the opportunity to accept additional right-of-way which will allow construction to continue down to the existing road at 900 South. This connection would allow multiple routes into the south portion of the Westfields from 400 South.

DISCUSSION:

The current budget for the aquatic center has $920,000 scheduled to complete off-site road and utility improvements. The City can use a portion of this authority to extend the road to 900 South. The revenue will come from the Mountainlands Association of the Governments grant for the partial construction of 1200 West. Reimbursement for the completed work will not come until later this fall.

The property is being donated to the City by Suburban Land Reserves in exchange for the construction of the roadway occurring. Currently, a State School for the Deaf and Blind is being contemplated on the parcel to the east of this roadway (south the Recreation Center.)
ALTERNATIVES:

The primary alternative is not to accept the plat and then allow future development to install the road.

FISCAL IMPACT:

The costs for the roadway will be $230,420.34. City funds will be used to construct the roadway. Reimbursement of this expense will be received later this fall.

Troy K. Fitzgerald

Troy K. Fitzgerald
City Administrator