

THE SCHEDULED  
CITY COUNCIL  
WORK/STUDY MEETING  
AT 5:30 P.M.  
HAS BEEN CANCELLED  
FOR  
APRIL 02, 2019

THE REGULAR CITY COUNCIL MEETING WILL BE  
HELD AT 7:00 P.M. APRIL 02, 2019

---

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE - POSTED 03/28/2019

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

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





**REGULAR AGENDA**  
**SPRINGVILLE CITY COUNCIL MEETING**  
**APRIL 02, 2019 AT 7:00 P.M.**  
City Council Chambers  
110 South Main Street  
Springville, Utah 84663

**CALL TO ORDER**

**INVOCATION:** Councilmember Jensen **PLEDGE:** Councilmember Creer

**APPROVAL OF THE MEETING'S AGENDA**

**MAYOR'S COMMENTS**

**CEREMONIAL**

1. Consideration of a Resolution naming the youth camp in Jolley's Ranch canyon park as the Doc and Shirley Creer Youth Camp - John Penrod, Assistant City Administrator/City Attorney
2. Arbor Day Proclamation - Bradley Neel, Building and Grounds Director

**COUNCIL BUSINESS**

**Calendar**

- Apr 09 - Budget Meeting 4:00 p.m.
- Apr 16 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Apr 24 - Springville Museum of Art's 95<sup>th</sup> Annual Spring Salon Opening Reception 6:00 p.m. - 8:00 p.m.
- May 07 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- May 11 - Springville Museum of Art's Annual Art Ball

**PUBLIC COMMENT**

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

**CONSENT AGENDA**

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

3. Approval of the minutes for the Work/Study meeting and Regular City Council meetings held on March 05, 2019.
4. Approval of the Final Condie Farms Plat and Provisions for a Development Agreement for Phase I - Glen Goins, Community Development Director (continued from March 19, 2019)

**REGULAR AGENDA**

5. Consideration of an Interlocal Agreement with Utah County for dredging of Spring Creek from I15 to Utah Lake - Juan Garrido, Water Reclamation and Storm Water Superintendent
6. Consideration of a Resolution to approve a Permanent Sewer Easement Agreement between Springville City and Suburban Land Reserve, Inc. - John Penrod, Assistant City Administrator/City Attorney
7. Presentation on Cyber Security - John Gleave, IS Manager

**MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

## CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

## ADJOURNMENT

---

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 03/28/2019

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

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



## RESOLUTION #2019-XX

### A RESOLUTION ESTABLISHING THE NAME FOR THE YOUTH CAMP IN THE JOLLEY'S RANCH CANYON PARK AS "THE DOC AND SHIRLEY CREER YOUTH CAMP."

**WHEREAS**, Kenneth B. and Shirley Creer have lived in and served the community of Springville for over sixty years. They raised their children in Springville have always been strong proponents of Springville's youth; and

**WHEREAS**, Kenneth B. Creer is known as "Doc Creer" and spent many years serving in public office. He was the mayor of the Springville from 1974 to 1980 and from 1986 to 1990 and the Commissioner of Agriculture under Governor Scott Matheson; and

**WHEREAS**, in 1976, then Mayor Doc Creer was instrumental in acquiring the Jolley's Ranch Canyon Park for Springville City. Since that time, Jolley's Ranch has become known throughout the State as a place of enjoyment and recreation for Springville residents and non-residents alike; and

**WHEREAS**, approximately 10 years ago, Doc and Shirley Creer had a vision of developing a youth camp for youth groups to experience overnight camping in Springville's beautiful Jolley's Ranch Canyon Park located in Hobble Creek Canyon; and

**WHEREAS**, Doc and Shirley Creer made their vision become a reality by organizing and helping in the construction of the new youth camp in the Jolley's Ranch Canyon Park, and without the Creers' hard work and dedication, the youth camp would not exist today; and

**WHEREAS**, the City Council desires to acknowledge the Creers' endless hours of service and commitment to making the Springville a better place by naming the new youth camp in Jolley's Ranch Canyon Park as "The Doc and Shirley Creer Youth Camp."

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

**SECTION 1. Name Designation.** The camp designated for organized youth groups and their leaders within Jolley's Ranch Canyon Park shall be hereafter named: **"THE DOC AND SHIRLEY CREER YOUTH CAMP."**

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

**PASSED AND APPROVED** this 5<sup>th</sup> day of March, 2019.

---

Richard J. Child, Mayor

Attest:

---

Kim Crane, City Recorder



## STAFF REPORT

**DATE:** March 21, 2019  
**TO:** Honorable Mayor and City Council  
**FROM:** Bradley Neel, Buildings and Grounds Director  
**SUBJECT:** CONSIDERATION OF APPROVING ARBOR DAY PROCLAMATION  
FOR 2019

---

### RECOMMENDED MOTION

No recommended action required but only a declaration of which staff asks for approval.

### BACKGROUND

This proclamation is a tradition the City has done for the past several years. The celebration will be performed at Art City Elementary School on Friday, April 26, 2019 @ 1:30 p.m. This celebration begins with a program for the entire school, after which we will plant three trees with some 5<sup>th</sup> and 6<sup>th</sup> grade students selected by administration at the school.

### ALTERNATIVES

N/A

### FISCAL IMPACT

Buildings and Grounds Urban Forestry staff time and labor

Three trees to be planted at Art City Elementary School (3 X \$200 = \$600) to be purchases by the City.



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

*Now, Therefore, I,* Richard J. Child, Mayor of the City of Springville, do hereby proclaim  
April 26, 2019 as

# Arbor Day

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

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

*Dated* this 2<sup>nd</sup> day of April, 2019

---

Richard J. Child, Mayor

*Attest:*

---

Kim Crane, City Recorder



# **2019 ARBOR DAY CELEBRATION**

**FRIDAY, APRIL 26, 2019**

**ART CITY ELEMENTARY SCHOOL**

**1:30 PM**

## **Program**

|                                        |                                                           |
|----------------------------------------|-----------------------------------------------------------|
| <b>Welcome:</b>                        | <b>Principal Lisa Muirbrook</b>                           |
| <b>Tree City USA Presentation</b>      | <b>Bradley Neel &amp; Gary DeHeer</b>                     |
| <b>Trees in Springville</b>            | <b>Gary DeHeer (City Arborist)</b>                        |
| <b>Presentation of Awards</b>          | <b>Special Guest</b>                                      |
| <b>Planting of new trees on campus</b> | <b>5<sup>th</sup> &amp; 6<sup>th</sup> Grade Students</b> |

## **Special thanks to the following for their support:**

**Nebo School District**

**Art City Elementary School: Administrators, Teachers, & Students**

**Mayor Rick Child and the Springville City Council**

**Springville Parks and Recreation Board**



**MINUTES**  
**Springville City Council Work/Study Meeting - MARCH 05, 2019**

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON  
TUESDAY, MARCH 05, 2019 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,  
SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:  
Councilmember Christopher Creer, Councilmember Jason Miller, Councilmember Brett Nelson, City  
Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City  
Administrator/Finance Director Bruce Riddle and City Recorder Kim Crane.

Also, present were: Public Safety Director Scott Finlayson, Operations Manager Rod Oldroyd,  
Building and Grounds Director Bradley Neel, Parks Staff Tiffany Haveron, Facilities Superintendent Joel  
Bree, Public Works Director Brad Stapley, City Engineer Jeff Anderson, Library Director Dan Mickelson,  
Community Development Director Glen Goins, Power Director Leon Fredrickson, Recreation Director  
Corey Merideth, Golf Pro Craig Norman and Museum of Art Director Rita Wright. Excused from the  
meeting, Councilmember Craig Jensen, Councilmember Michael Snelson

**CALL TO ORDER**

Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:37 p.m.

**COUNCIL BUSINESS**

**1) Calendar**

- Mar 10 - Daylight Savings (clocks ahead one hour)
- Mar 12 - Work/Study meeting 5:30 p.m.
- Mar 19 - Work/Study meeting 5:30 p.m., City Council meeting 7:00 p.m.
- Apr 02 - Work/Study meeting 5:30 p.m., City Council meeting 7:00 p.m.

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

Chief Finlayson stated this month marked his 40<sup>th</sup> anniversary as a police officer. He started his  
career in 1979 and was appointed Springville's Police Chief on April 01, 1996; making him the longest  
tenured police chief in Springville's history. He expressed Springville is a wonderful place to work and  
raise a family, he was grateful for the support of mayors and councils over the years. At this time he  
announced his retirement to be effective on June 03, 2019. Mayor Child thanked Chief Finlayson and  
expressed what a great asset he has been to the City.

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

- a) Invocation - Councilmember Nelson
- b) Pledge of Allegiance - Councilmember Creer
- c) Consent Agenda

1. Approval of the minutes for the Budget Meeting held on January 29, 2019 and the  
work/study meeting from February 12, 2019.
2. Approval of an amendment to the Approved Positions list - Corey Merideth, Recreation  
Director

3. Approval of a Plat amendment for the Spring Pointe Retail Center, **Plat H**, which is an amendment of Lot 3-Plat A, located in the area of 500 North 2250 West in the HC-Highway Commercial Zone - Glen Goins, Community Development Director
4. Approval of a Plat amendment for the Spring Pointe Retail Center, **Plat I**, which is an amendment to Plats F and G, located in the area of 500 North 2000 West in the HC-Highway Commercial Zone - Glen Goins, Community Development Director
5. Approval of the Final Ashton Springs Subdivision, Plat 'A' located in the area of 900 S 750 W in the R1-10 Single-Family and WF-1 Westfield's Overlay Zones - Glen Goins, Community Development Director

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

## **DISCUSSIONS/PRESENTATIONS**

### **a) Speed Limit Study Results and Recommendations - Brad Stapley, Public Works Director**

Director Stapley reported there have been various speed limit studies conducted over the last year and traffic flows have been monitored over the past few years. He turned the time over to Jeff Anderson, City Engineer to review some of the information.

Engineer Anderson reported the General Plan, Chapter 4 addresses speed limits, along with street functional classification. He stated most of the issues have occurred on collector streets and reduced school speed zones. Reduced speed zones are two zones posted and dropped to 20 miles per hour during school times. Specifications require drop speed zones to have a posted speed limit of 30 miles per hour or greater.

Engineer Anderson reported the speed studies were conducted on seven consecutive days for 24 hours around the city. They were done while school was in session and during times school was not in session. Staff recommended speed limits be raised for some specific roadways.

Councilmember Nelson asked about the Brookside area. Engineer Anderson reviewed the study and stated the Brookside area was not recommended for a change in speed limit and to keep it at 25 miles per hour. More information on traffic calming is scheduled to be presented on March 19, 2019 during the work study meeting. Councilmember Nelson asked for a copy of tonight's presentation.

Councilmember Creer suggested having information with speed and accident data in areas citizens are concerned about, it would help them understand the reasoning for the speed limit.

Administrator Fitzgerald recommended a blitz of information be given to residence in advance of any changes, in order to provide an opportunity for public feedback.

### **b) Park Development - Bradley Neel, Building and Grounds Director**

Attorney Penrod started the discussion regarding Community Park and explained staff was working on a recommendation for the park, but it has been pushed back, due to work on Bartholomew Park and the Clyde Recreation Center. A decision was made to collect impact fees and then look at finishing the park. At this time staff would like to hold off on finishing the park due to floodways, 1200 west road construction and impact fees.

Attorney Penrod reviewed the history of Community Park and the master plan for the park. Currently the park is being used for soccer, La Crosse, rugby, and is more of flat landscape with a large playground. He explained one of the bigger issues is a preliminary FEMA map showing a good portion of the park in a floodway. In order to complete the park it may be cumbersome and would require significant dollars to raise it out of the floodway.

Administrator Fitzgerald explained there was not a lot the city could do about the Federal Government designating the park as a floodway, more discussions will be needed about the park and any homes affected.

90 Councilmember Nelson asked if the floodway was in place when development in the area was  
started. Administrator Fitzgerald replied no, it had recently changed. Councilmember Nelson asked if  
92 the federal government will be assisting with funds involved with the changes. Attorney Penrod replied  
the City would be working with a consultant to help with the changes.

94 Attorney Penrod reported another issue was the 1200 west road going through the park and  
flood way. Roads have been looked at differently from structures and staff was working on funding for  
96 the road. Their hope is to receive MAG funding; also a bridge or culvert is part of the project and could  
be costly. Attorney Penrod reviewed how impact fees can and cannot be used for funding towards  
98 parks.

Building and Grounds Director Neel reported as time and funds allow, work would be done on  
100 Community Park. Going forward staff would like to go with more greenspace to accommodate the  
needs of the Recreation Department. They are also considering an all-purpose park, ADA compliant to  
102 be used by the disabled and others. Another park on the east side of the city named Cherrington Park is  
also being considered, depending on what the Council deemed necessary.

104 Attorney Penrod reported there was not a set recommendation for Community Park and asked  
the council where they wanted staff to focus. Councilmember Miller recommended cleaning up the  
106 eyesores at Community Park, finish the parking area, add grass and alleviate some of the problems.

Administrator Fitzgerald explained a lot could be piecemealed in multiple phases. Attorney  
108 Penrod can come back with a ten to 20-year plan. Mayor Child would like to see the current parks  
taken care of, if a park needs to be revitalized, work to get it done.

110 Director Neel reported the Parks and Recreation Board recommended a dog park. He provided  
information on other communities with dog parks.

112 Mayor Child allowed for public comment.

Parker Boyack, resident; stated he was interested in a dog park. He would like to see one in  
114 Community Park and felt it would be very useful. He ran a survey and found there are a few dog owners  
in the community and who do not seek dog parks outside the community, and if there were one in  
116 Springville they would use it.

Councilmember Creer reported the Parks and Recreation Board had been tasked with finding  
118 what the community would like, and a dog park was one of them.

#### 120 c) **Approved Positions List - Corey Merideth, Recreation Director**

Director Merideth reported on the current budget and positions within the Recreation  
122 Department. He explained the Recreation Department lost a full-time employee, last Fall of 2018. They  
tried something new with part-time employees on the outdoor portion of field prep and maintenance. It  
124 did not go as they planned, and was extremely hard to get part-time hours to all match up together to  
form a crew to get daily responsibilities done. Since then, they have lost all part-time help dedicated to  
126 outdoor duties. Projects ended up solely on the shoulders of the Director and the Supervisor to finish.  
Hours have been budgeted to fill the positions; however, it has been extremely difficult to find people to  
128 fill the hours as needed and get the quality of work needed. They felt strongly, and last Fall was proof,  
they need a full-time employee strictly for field maintenance and projects, and the quality of work will be  
130 done to expectations.

Councilmember Nelson asked what a full time person would do in the winter. Director Merideth  
132 replied they were having a hard time finding employees to fill the part time position and getting quality  
work done. A full time position would be able to get more work done and have ownership of the job.

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

136 Mayor Child asked for any other comments. There was none.

138  
140 4) **CLOSED SESSION**

142 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

144 There was none.

146 **ADJOURNMENT**

148 COUNCILMEMBER CREER MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:49 P.M

COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

150  
152  
154 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, March 05, 2019.*

156 *I, Kim Crane, 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, March 05, 2019.*

162 \_\_\_\_\_  
Kim Crane, CMC  
City Recorder  
164

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON  
TUESDAY, MARCH 05, 2019, 2017 AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN  
STREET, SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:  
Councilmember Christopher Creer, Councilmember Jason Miller, Councilmember Brett Nelson, City  
Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City  
Administrator/Finance Director Bruce Riddle and City Recorder Kim Crane.

Also, present were: Public Safety Director Scott Finlayson, Public Works Director Brad Stapley,  
Building and Grounds Director Bradley Neel, Operations Manager Rod Oldroyd, Power Department  
Director Leon Fredrickson, Library Director Dan Mickelson, Community Development Director Glen  
Goins, and Museum of Art Director Rita Wright. Excused from the meeting Councilmember Craig  
Jensen, and Councilmember Michael Snelson.

#### CALL TO ORDER

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

#### INVOCATION AND PLEDGE

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

#### APPROVAL OF THE MEETING'S AGENDA

COUNCILMEMBER CREER MOVED TO APPROVE THE MEETING'S AGENDA AS WRITTEN  
AND MOVING ITEM #7 TO THE CONSENT AGENDA.

COUNCILMEMBER NELSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

#### MAYOR'S COMMENTS

Mayor Child welcomed the Council, staff and audience. He asked for any scouts or students on  
assignment to please stand and be recognized.

#### PUBLIC COMMENT

Mayor Child introduced the Public Comment section of the agenda. He asked if there were any  
requests.

David Hullinger, resident; stated he has lived in his home 35 years and his back property is on  
Ditch 1 where it was about to be covered. The ditch is an aesthetic attraction and most that live there  
feel the same. Why does everyone need to pay the price for a few that have had a problem? Appears a  
sump pump or French drain would allow everyone to keep the aesthetic value of the ditch.

Justin Earl, resident; commented he was the neighbor of David Hullinger, and bought the  
property about 1.5 years ago, he liked the enormous trees on the property. He was concerned piping  
the ditch would affect the trees. He was disappointed the input from citizens on the north side of Ditch 1  
was not considered. He expressed they have not been made aware of the work or been able to voice  
concerns. He would like the City to consider the trees and the residents voices are listened too.

44 Brandon Ashby, resident; his family owns property along Ditch 1. He was told the City didn't  
think their trees would be affected. But, have also been told trees in the area of where the ditch is piped  
46 died. He felt there was fault with the project and the City violated due process; residents were not given  
an opportunity to make a statement. Announcement to properties affected was done almost  
48 immediately then stopped. Multiple contractors were not given the opportunity to bid on the project. The  
properties that were flooded, got the proper permits and the City should have done due diligence. He  
50 talked to property owners who purchased homes because of the ditch and it is value. He requested the  
council allow residents to be a part of the process.

52 John Swapp, resident; stated he was at the 2007 council meeting, when his property was  
brought up for annexation. He recently asked for copies of the minutes from 2007 where he gave public  
54 comment; when he reviewed them he was not listed as speaking. At the time he asked about his  
animals, he was told he had grandfather rights. In 2007 there were meetings with the water company  
56 about piping the stream and they left it open. In 2018 the bank was cut into and water shut off without  
consideration of the fish or the trees. He expressed horses have been on property in the area for over  
58 fifty years and have drank the water with no problem and felt he should have grandfather rights.

He was not given notice of the work to be done on Ditch1. His neighbor was notified on a Friday  
60 and work was to start on a Monday. He suggested moving the south side of the ditch where it is leaking  
10 feet north to eliminate the leaking. If it were to leak on private land, we could just switch the owned  
62 property and it would help property values.

Sharon Swapp, resident; explained their property abuts the north side of the stream, where they  
64 have an acre of property with a barn, horses, cows and chickens. They purchased their home sixteen  
years ago and were thrilled to see the stream and the trees. The stream has been a watering spot for  
66 their animals and she was told the trees would be carefully looked at before taking them down.

She would like to see the whole ditch stay open; if it had to be covered she asked the city to  
68 leave a small spot open for their animals, as it would save them from having to install a waterline.  
Animals have been watered forever in ditch water and never asked who owns the water; they just let  
70 them drink the ditch water.

Brent Redd, resident; his property was flooded on the south side and he was concerned about  
72 the flooding. He understood there were multiple options to prevent flooding and their preference would  
be to have the ditch remain open. Another concern of theirs was if the ditch were piped, would the area  
74 look good after, in the letter they received and those doing the work were not consistent. When work  
was done on a retention basin in the area, the irrigation company dropped some dirt and sod down,  
76 sprinklers are not working and it looks bad. They are concerned about anything the city does in their  
neighborhood and how it will be left.

78 Mayor Child explained the public comment period and emphasized the council cannot make  
decisions during that portion of the meeting.

## 80 **CONSENT AGENDA**

- 82 1. Approval of the minutes for the Budget Meeting held on January 29, 2019 and the work/study  
meeting from February 12, 2019.
- 84 2. Approval of a **Resolution** and amendment to the Approved Positions list - Corey Merideth,  
Recreation Director
- 86 3. Approval of a Plat amendment for the Spring Pointe Retail Center, **Plat H**, which is an  
amendment of Lot 3-Plat A, located in the area of 500 North 2250 West in the HC-Highway  
88 Commercial Zone - Glen Goins, Community Development Director
- 90 4. Approval of a Plat amendment for the Spring Pointe Retail Center, **Plat I**, which is an  
amendment to Plats F and G, located in the area of 500 North 2000 West in the HC-Highway  
Commercial Zone - Glen Goins, Community Development Director

- 92 5. Approval of the Final Ashton Springs Subdivision, Plat 'A' located in the area of 900 S 750 W in  
94 the R1-10 Single-Family and WF-1 Westfield's Overlay Zones - Glen Goins, Community  
96 Development Director
7. **Consideration of approving a Resolution and Interlocal Agreement with the Utah County Major  
Crimes Task Force - Scott Finlayson, Public Safety Director**

98 COUNCILMEMBER CREER MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN  
ALONG WITH **RESOLUTION #2019-06**; AMENDING THE APPROVED POSITIONS LIST AND  
100 ESTABLISHING A FULL TIME RECREATION MAINTENANCE WORKER POSITION AND  
**RESOLUTION #2019-08**; APPROVING AN INTERLOCAL AGREEMENT BETWEEN SPRINGVILLE  
102 CITY AND THE UTAH COUNTY MAJOR CRIMES TASK FORCE.

COUNCILMEMBER NELSON SECONDED THE MOTION. THE VOTE WAS RECORDED AS  
104 FOLLOWS:

|                       |        |
|-----------------------|--------|
| COUNCILMEMBER CREER   | AYE    |
| COUNCILMEMBER JENSEN  | ABSENT |
| COUNCILMEMBER MILLER  | AYE    |
| COUNCILMEMBER NELSON  | AYE    |
| COUNCILMEMBER SNELSON | ABSENT |

110 **RESOLUTION #2019-06 APPROVED**

## 112 REGULAR AGENDA

6. **Consideration of approving a Resolution and sewer agreement with the Olds Family Trust - John  
114 Penrod, Assistant City Administrator/City Attorney**

Attorney Penrod explained this item was discussed in the RDA meeting prior to this meeting. He  
116 reported on December 18, 2017, the Springville City Redevelopment Agency approved entering into a  
Participation Agreement with The Olds Family 2002 Trust (Participant), which agreement allocated 70%  
118 of the Agency's tax increment from the Participant's property to the Participant. Under the Participation  
Agreement, before any tax increment was to be paid to the Participant, a sewer lift station was needed  
120 for the Participant's property and was to be paid with the tax increment that has been and will be  
collected from the Participant's property.

122 In the event that the Participant decides they want a lift station sooner, than what tax increment  
is collected to pay for the lift station, the Participation Agreement would allow the Participant to move  
124 forward with constructing the lift station at the Participant's cost. For capacity needed offsite, the  
Agency and the City, would then reimburse the Participant for the costs of the lift station. The proposed  
126 agreement sets the terms for the Participant to construct the lift station at this time.

128 COUNCILMEMBER NELSON MOVED TO APPROVE **RESOLUTION #2019-07** THAT  
APPROVES THE FRONTAGE ROAD NEIGHBORHOOD DEVELOPMENT PROJECT AREA SEWER  
130 AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF SPRINGVILLE CITY, THE  
OLDS FAMILY 2002 TRUST, AND SPRINGVILLE CITY.

COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE WAS RECORDED AS  
132 FOLLOWS:

|                       |        |
|-----------------------|--------|
| COUNCILMEMBER CREER   | AYE    |
| COUNCILMEMBER JENSEN  | ABSENT |
| COUNCILMEMBER MILLER  | AYE    |
| COUNCILMEMBER NELSON  | AYE    |
| COUNCILMEMBER SNELSON | ABSENT |

138 **RESOLUITON #2019-07 APPROVED**

- 140
- 142 7. Consideration of approving a Resolution and Interlocal Agreement with the Utah County Major Crimes Task Force - Scott Finlayson, Public Safety Director

144 MOVED TO CONSENT AGENDA

146 **MAYOR, COUNCIL REPORTS**

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

148

150 8. **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.*

154 COUNCILMEMBER NELSON MOVED TO ADJOURN THE REGULAR MEETING AT 7:40 P.M. AND CONVEIN IN A CLOSED SESSION REGARDING THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY AND REASONABLY IMMINENT LITIGATION.

158 COUNCILMEMBER CREER SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

|                           |        |
|---------------------------|--------|
| 160 COUNCILMEMBER CREER   | AYE    |
| COUNCILMEMBER JENSEN      | ABSENT |
| 162 COUNCILMEMBER MILLER  | AYE    |
| COUNCILMEMBER NELSON      | AYE    |
| 164 COUNCILMEMBER SNELSON | ABSENT |

166 **ADJOURNMENT**

COUNCILMEMBER NELSON MOVED TO ADJOURN THE CITY COUNCIL MEETING AT 8:36 P.M. COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

170

172

*This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday, March 05, 2019. I, Kim Crane, 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, March 05, 2019.*

178

180

182

---

Kim Crane, CMC  
City Recorder

March 5, 2019

**UPDATED**  
**03/11/2019**  
*(Updated language  
in italics)*

TO: Planning Commission Members

FROM: Laura Thompson, City Planner

RE: **Recommendation for final approval for the Condie Farms Subdivision located in the area of 400 North 1325 West in the R1-10 Single-Family Residential and WF-1 Westfields Overlay Zones.**

---

**Petitioner:** Ken Condie  
53 North 1650 West  
Springville, UT 84663

---

### Summary of Issues

---

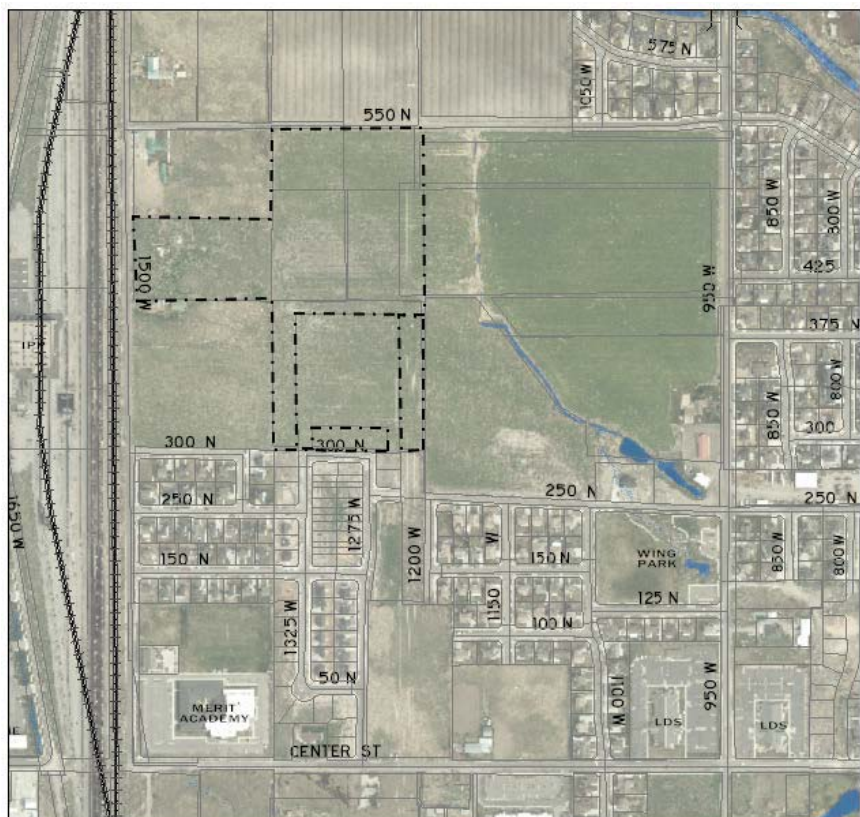
Does the proposed final plan meet the requirements of Springville City Code and the intent of the General Plan and Westfields Community Plan?

### Background

---

The proposed residential subdivision is located in the area of 1500 West and 550 North. The property falls within the R1-10 and R1-8 single-family residential zones and is within the Westfields Overlay, which allows a developer to participate in the density bonus program. The Planning Commission approved the preliminary plans on November 13, 2018 and the City Council approved them on December 4, 2018.

The development will *be completed in two phases and contain 55 single-family lots and 16 townhome lots for a total of 71 units.* The development also includes 2.38 acres of linear parkway dedicated to Springville City as part of the 1200 West powerline corridor. *Final approval is for both phases.*



## Analysis

The intent of the Westfields Overlay Zone is to help create attractive, diverse neighborhoods that include a wide variety of attached and detached quality housing. Densities in excess of the baseline density for the underlying zone may be considered for developments which comply with the density bonus program requirements up to a maximum of 40%. The Condie Farms development is requesting an 11% density bonus, which equates to an additional seven (7) units above the allowed base density (64 units) and the utilization of a mix of housing types/development standards.

### Density Bonus Requirements

Developers requesting densities greater than the baseline density, must comply with two (2) or more of the bonus density requirements which are; at least one of the requirements of the “Parks, Open Space and Other Public Lands” and the “Building Materials” categories with a minimum participation of at least 3% in each category.

| Density Bonus Category                                                                                                                                                                                                                                                     | Density Bonus Improvement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Bonus %    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Parks and Open Space<br>(Minimum 3%)<br><br>Linear open space<br><br>$2.38 \text{ (linear park acres)} \div 20.3 \text{ (total acres)} = 12\% \text{ of land donated}$<br><br>$0.7\% \times 12 \text{ (\% of land donated)} = 8\% \text{ density bonus (7\% max allowed)}$ | A 0.7% density bonus for each 1% of land developed for a linear trail system within the development up to 7% density bonus. The trail system shall become property of Springville City.<br><br>Improvements shall include: grading improvements, 10-foot-wide hard-surfaced trail, benches every 1/8 mile and landscaping, including at least 3 trees per 100 linear feet. Other types of improvements may include trail heads. Parks shall include improvements totaling no less than the amount per acre established by resolution and approved by the City Council (\$74,000.) | 7%         |
| Building Materials<br>(Minimum 3%)                                                                                                                                                                                                                                         | 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.<br><br>Multi-family dwellings at a minimum must include 50% of the net façade in brick or stone with 50% of the remainder in stucco, wood or fiber cement siding.                                                                                                                                                                                                                                            | 4%         |
| <b>TOTAL DENSITY BONUS</b>                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>11%</b> |

In addition to any density bonus criteria, every development in the Westfields Overlay must meet the minimum performance standards listed in Section 11-5-404 of Springville City Code.

### Housing Mix Requirements

A range of housing densities and types is an objective of Springville City for the Westfields. In order to help insure this mix occurs, developers participating in the density bonus program are required to meet the following requirements listed on the table below.

| Zone                        | The % of *land that must be developed at Base Zoning Designation | Additional % of land that must be developed as single-family detached dwellings | Maximum % of land that may be developed as duplexes or twin homes | Maximum % of land that may be developed under RMF-1 Development Standards | Maximum % of land that may be developed under RMF-2 Development Standards |
|-----------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>R1-10</b><br>12.65 acres | 25% = 9 units<br>12 provided                                     | 45%<br>37 provided                                                              | 15% - n/a                                                         | 30% = 29 units<br>16 provided                                             |                                                                           |
| <b>R1-8</b><br>5 acres      | 25% = 5 units<br>6 provided                                      |                                                                                 | 15%                                                               |                                                                           | 30%                                                                       |

#### Linear Park Dedication

The 1250 West corridor follows the power lines and is master planned as a major arterial with a trail. The roadway will be split with the linear park running between the two sections. The westerly section will be one-way headed south with the east running one-way north. This development will be dedicating 2.38 acres of linear park, which will be improved with a trail and benches along with landscaping.

#### DEVELOPMENT REVIEW COMMITTEE (DRC)

The Development Review Committee reviewed the preliminary plan on January 24, 2019 and provided the applicant with a copy of redlined comments on the submitted plans and checklist. Any items not addressed or any additional revisions needed are listed below in the "POST DRC COMMENTS" section.

#### POST DRC COMMENTS

1. Address redline engineering comments from the plans dated 03/04/19 to the satisfaction of the City Engineer.

#### Staff Recommendation

Staff finds the final plan meets the intent of the General Plan and requirements of City Code and recommends approval contingent upon addressing the items listed in the "Post DRC Comments."

#### Recommended Motion

Move to recommend final approval and amending the preliminary phasing plan for the Condie Farms Subdivision located in the area of 400 North 1325 West in the R1-10 Single-Family Residential and WF-1 Westfields Overlay Zones, contingent upon addressing the items listed in the "Post DRC Comments."



## STAFF REPORT

**DATE:** March 13, 2019

**TO:** Mayor and City Council

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

**SUBJECT:** INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND CITY OF SPRINGVILLE FOR A WATER WAY DEREGING KNOWN AS THE SPRING CREEK CHANNEL WEST OF I-15 TO UTAH LAKE

---

### RECOMMENDED MOTION

The Public Works Department Storm Water Division recommends approving the Project Interlocal agreement between Utah County and the City of Springville (Appendix A) to facilitate the dredging of the Spring Creek Channel to Utah Lake.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

The Springville City General Plan Section 7 Community Services and Facilities describe the following goal. *"To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life."*

#### OBJECTIVE 6

*"A storm drainage collection system that protects property and the health and safety of the citizens of our City, is economical, and will meet both the current and future needs of Springville City."*

*"As Springville continues to grow, it is essential that infrastructure services keep pace to meet the needs of the growing community. Not only must new facilities be added, but existing facilities must be improved to address existing problems...."*

#### STRATEGY

6G *"Improve drainage culverts [and drainage channels] along with associated detention crossings to minimize flooding."*

### SUMMARY OF ISSUES/FOCUS OF ACTION

The dredging of the Spring Creek Channel will allow the 4 million gallons per day of effluent water and storm water to reach the Provo Bay faster without causing water to back up on the Spring Creek channel.

Springville's City ultimate goal is to insure the free flow of water on this channel to avoid flooding on private property.

Property owners North of 1400 N from 1650 W (Kuhni Rd) to Provo Bay want to develop this land.

Approving the proposed Interlocal agreement will facilitate spending the money budgeted for this project and meet the City procurement requirements.

## **BACKGROUND**

Spring Creek conveys storm water runoff and effluent water from the Springville City POTW (Publicly Owned Treatment Works) through unincorporated Utah County to the Provo Bay.

The project consists of the mowing of vegetation 16-24 feet on either side of the historic location of the channel. Vegetation within the army corps approved canal will then be mechanically treated using a customized rotary ditcher in order re-establish the flow capacity to the channel and relieve flooding on uplands shown on Appendix B

Utah County already has a contract with PMG Vegetation Control ("PMG") to do vegetation control and has the equipment and experience to conduct such work (Appendix C).

The Storm Water Division has been working with property owners along the Spring Creek channel regarding flooding between Kuhni Rd and I-15 and the west side of I-15.

## **DISCUSSION**

The proposed Interlocal agreement will facilitate spending the money budgeted for this project and meet the City procurement requirements.

The property owners are in the process of the developing this land and are looking to City to help fix the problem since City storm water and effluent water from the Wastewater Treatment Plant flow through Spring Creek; these flows are only expected to increase as the City continues to grow.

Future maintenance of the channel will be negotiated with the Utah Lake Commission as part of the Utah Lake Management Program.

## **BUDGET/FISCAL IMPACT**

Funding for this project is in the current 18-19 Budget, *"GL 55-6050-028 DREDG SPRING CREEK CHANNEL \$60,000"*

## **RESOLUTION #2019-XX**

### **A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND CITY OF SPRINGVILLE FOR A WATER WAY DREDGING PROJECT KNOWN AS THE SPRING CREEK CHANNEL WEST OF I-15 TO UTAH LAKE.**

**WHEREAS**, the Springville General Plan, Section 7, Community Facilities & Services has a goal to, *“Provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life”*; and

**WHEREAS**, the Springville General Plan’s Goals, Objectives, and Strategies, Objective 6 is to *“Provide; A storm drainage collection system that protects property and the health and safety of the citizens of our City, is economical, and will meet both the current and future needs of Springville City”*; and

**WHEREAS**, the Springville General Plan’s Goals, Objectives, and Strategies, Strategy 6G is to *“Improve drainage culverts along with associated detention crossings to minimize flooding”*; and

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, permits local governmental units including cities, counties, and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

**WHEREAS**, Spring Creek conveys storm water runoff through unincorporated Utah County; and

**WHEREAS**, Spring Creek conveys storm water runoff and effluent water from the Springville City POTW (Publicly Owned Treatment Works); and

**WHEREAS**, Utah County desires to facilitate the dredging of the Spring Creek Channel to Utah Lake, which consists of the mowing of vegetation 16-24 feet on either side of the historic location of the channel. Vegetation within the army corps approved canal will then be mechanically treated using a customized rotary ditcher (“Water Way Dredging Project”); and

**WHEREAS**, the County already has a contract with PMG Vegetation Control (“PMG”) to do vegetation control and has the equipment and experience to conduct such work; and

**WHEREAS**, the Springville City Council finds that the attached Interlocal Cooperation Agreement with Utah County for the dredging project to re-establish the flow capacity for the Spring Creek Channel, attached as Exhibit A, for the Springville City municipal storm water system meets the city’s procurement ordinances and is in the best interest of the city; and

**WHEREAS**, Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Springville, Utah that:

**SECTION 1: Agreement Approval.** The Interlocal Agreement, substantially in the form attached as EXHIBIT A, is approved and may be executed for and on behalf of the City by the Mayor and City Recorder. The Interlocal Agreement is approved with all additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Mayor, whose execution on behalf of the City will conclusively establish necessity, appropriateness and approval with respect to all additions, modifications, deletions and/or other changes.

**SECTION 2. Legal Review.** As required by Section 11-13-202.5 of the Act, the Interlocal Agreement must be submitted to legal counsel of the City for execution after review and approval as to form and legality.

**SECTION 3. Filing with City Recorder.** As required by Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, an executed original counterpart of the Interlocal Agreement must be filed immediately with the City Recorder, who is the keeper of records of the City.

**SECTION 4. Effective Date.** This resolution shall become effective immediately upon passage.

Adopted this 02<sup>nd</sup> day of April, 2019.

---

Richard J. Child, Mayor

Attest:

---

Kim Crane, City Recorder

# APPENDIX A

**INTERLOCAL COOPERATION AGREEMENT  
between**

**UTAH COUNTY AND CITY OF SPRINGVILLE**

**For**

**A Water Way Dredging known as The Spring Creek Channel West of I-15 to Utah Lake**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, with principle offices located at 100 East Center Street, Suite 2300, Provo, Utah 84606 (County) and SPRINGVILLE CITY, a political subdivision of the State of Utah, with principle offices located at 110 South Main Street, Springville, Utah, 84663 (City).

**RECITALS:**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, permits local governmental units including cities, counties, and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

**WHEREAS**, Spring Creek conveys storm water runoff through unincorporated Utah County; and

**WHEREAS**, Spring Creek conveys storm water runoff and effluent water from the Springville City POTW (Publicly Owned Treatment Works); and

**WHEREAS**, Utah County desires to facilitate the dredging of the Spring Creek Channel to Utah Lake, which consists of the mowing of vegetation 16-24 feet on either side of the historic location of the channel. Vegetation within the army corps approved canal will then be mechanical treated using a customized rotary ditcher. (“Water Way Dredging Project”); and

**WHEREAS**, the County already has a contract with PMG Vegetation Control (“PMG”) to do vegetation control and has the equipment and experience to conduct such work.

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the City and County hereby agree as follows:

**Section 1. PURPOSES.**

This Agreement has been established and entered into between the County and the City for the purpose of outlining the respective rights and responsibilities of the County and the City to participate on the dredging of the Spring Creek Channel to Utah Lake.

**Section 2. ADMINISTRATION OF AGREEMENT.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, as amended, the Utah County Public Works Director or his designee shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in accordance with industry standards and make such books and records open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold, or dispose of real or personal property pursuant to this Agreement during this joint undertaking.

**Section 3. EFFECTIVE DATE; DURATION.**

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the City. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 5 years from the execution date.

**Section 4. NO SEPARATE LEGAL ENTITY.**

The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

**Section 5. TERMS.**

**A. County:** The County shall instruct PMG or other vegetation control company under contract with Utah County to do dredge the Spring Creek Channel to Utah Lake. Utah County will participate with the amount of \$10,000.00 for such project. After the initial dredging work is completed as described herein and before any other future maintenance work is performed, both Utah County and The City must mutually agree to the future maintenance work by entering into a new Interlocal agreement, including, without limitation, the cost and scope of work to be performed.

**B.     City:** The City Agrees to participate with up to \$60,000 to cover the costs to dredge the Spring Creek Channel as described above. The parties must mutually agree on any future work to be performed, including, without limitation, costs and scope of maintenance work by entering into a new Interlocal agreement.

**Section 6.     NO THIRD-PARTY RIGHTS.**

The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the County. This Agreement is not intended to nor shall it be construed to benefit any third party.

**Section 7.     RECITALS.**

The Recitals portion of this Agreement constitutes a part of this Agreement.

**Section 8.     FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Agreement shall be placed on file with the official keeper of records of the County and the City, and shall remain on file for public inspection during the term of this Agreement.

**Section 7.     AMENDMENTS.**

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

**Section 8.     SEVERABILITY.**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

**Section 9.     GOVERNING LAW.**

All questions with respect to the construction of this Agreement, and the rights and liability

of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 10. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

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

UTAH COUNTY

Authorized and passed on the \_\_\_\_ day of \_\_\_\_\_ 2019.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
WILLIAM C. LEE, Chair

ATTEST:

AMELIA POWERS  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy Utah County Clerk/Auditor

REVIEWED AS TO FORM AND COMPATIBILITY  
WITH APPLICABLE LAW:

DAVID O. LEAVITT Utah County Attorney

By: \_\_\_\_\_  
Deputy Utah County Attorney

SPRINGVILLE CITY

Authorized by Resolution No. \_\_\_\_, authorized and passed on the \_\_\_\_ day of  
\_\_\_\_\_ 2019.

SPRINGVILLE CITY

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

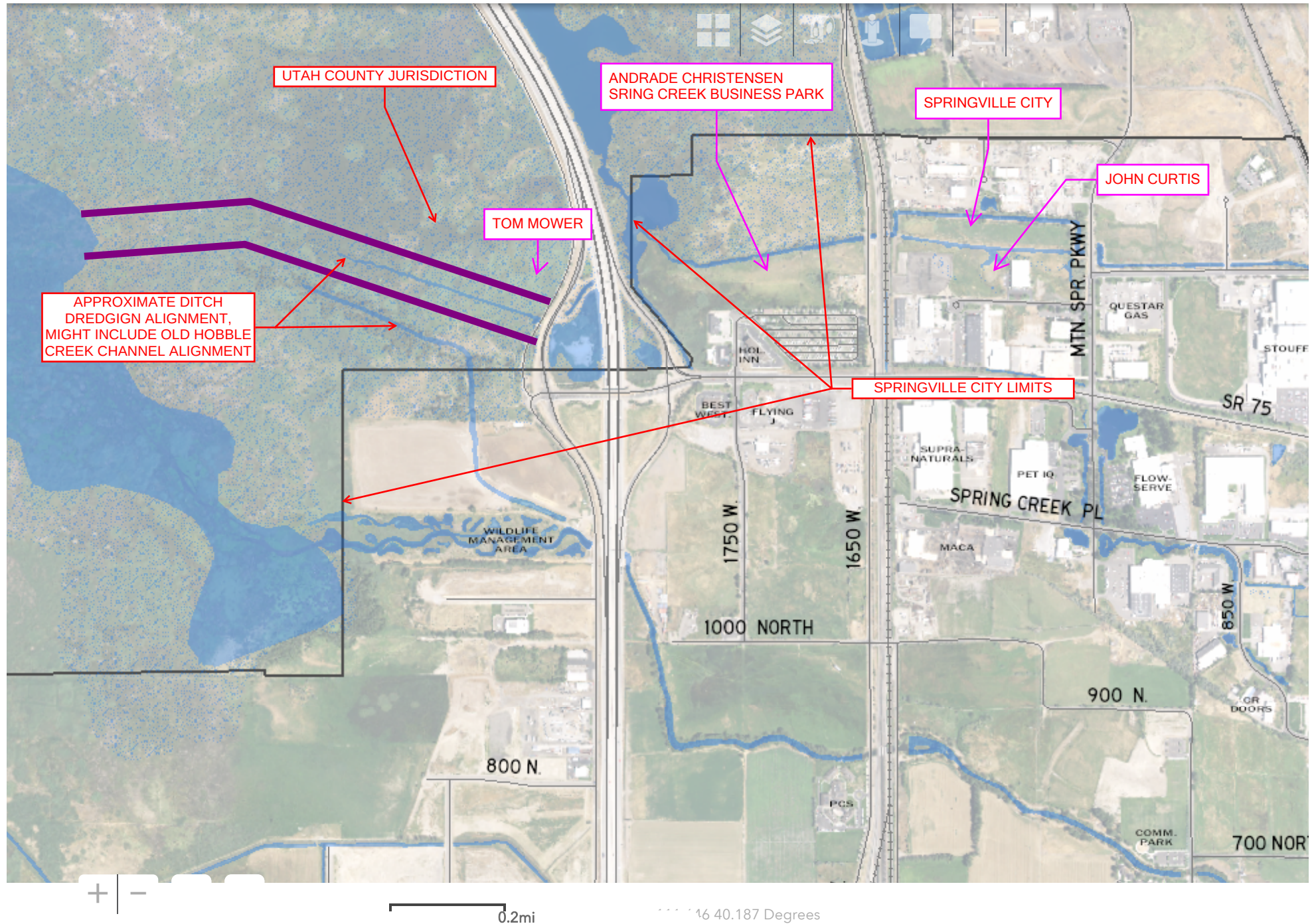
By: \_\_\_\_\_

REVIEWED AS TO FORM AND  
COMPATIBILITY WITH APPLICABLE  
LAW:

By: \_\_\_\_\_  
Attorney for City



# APPENDIX B



# APPENDIX C

## Spring Creek Ditch

Utah County



A division of Providia Management Group  
LLC

January 2, 2019

PMG Vegetation Control is a firm comprised of natural resource managers, botanists, GIS specialists, regulatory specialists, and an array of vegetation treatment specialists. Our business is to provide services that complement an integrated approach to vegetation and habitat management.

PMG specializes in weed management in wetland and riparian zones. We have considerable experience in treating Phragmites and other wetland invasive species in a variety of settings. Our equipment has been designed for efficiency and effectiveness for treating and restoring wetland and riparian areas. Our personnel are extensively trained for safety and environmental compliance.



Vegetation will be mowed 16-24 feet on either side of the canal. Vegetation within the army corps approved canal will then be mechanical treated using a customized rotary ditcher.

Estimated completion of project:  
Estimated Cost

May 1, 2019  
\$55,000-\$65,000

PMG is committed to meeting our clients' need while staying within their budget. For this reason we are more than willing to develop tailored vegetation management plans that fit your needs. Don't hesitate to contact us if you want to discuss an alternative plan or need to negotiate pricing.

Any questions or concerns please contact Scott Pratt by phone at 435-760-2222 or by email at [scott@pmgvegetation.com](mailto:scott@pmgvegetation.com)



## STAFF REPORT

**DATE:** March 27, 2019

**TO:** Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT:** CONSIDERATION OF A RESOLUTION TO APPROVE A PERMANENT SEWER EASEMENT AGREEMENT BETWEEN SPRINGVILLE CITY AND SUBURBAN LAND RESERVE, INC.

---

### RECOMMENDED MOTION

Motion to Approve Resolution #\_\_\_\_\_ that approves a Permanent Sewer Easement Agreement with Suburban Land Reserve, Inc. for a sewer easement to service the Utah School for the Deaf and the Blind located at 1160 West 900 South, Springville, Utah, 84663.

### BACKGROUND

The State of Utah Division of Facilities Construction and Management is currently constructing a Utah School for the Deaf and the Blind located at 1160 West 900 South in Springville, which is immediately south of the Clyde Recreation Center. In order to provide sewer services to the school, the State needs to install a sewer line from the school to the 1500 West sewer main. The proposed easement is the permanent sewer easement from Suburban Land Reserve Inc. ("SLR"), the owner of the property on which the sewer line will be installed, to the City.

The following is a brief summary of some of the agreement provisions:

Easement. The easement is a non-exclusive easement on, over, across, under and through the easement area for the purposes of constructing, operating, repairing, etc. an underground sewer line.

Access. The City may access the easement area at reasonable times and in a way that minimizes interference to the Grantor's use of the property. Except for emergency work, no work is supposed to take place on Sundays.

Reservation. SLR may use its property in any way that is not in conflict with the City's use of its easement. SLR may move the easement and sewer infrastructure to a different location at SLR's cost.

Condition of the Easement Area. The City is accepting the easement area "as is, where is" without any warranties.

Restoration. After the sewer is installed and the City accepts the sewer line, the City will be required to repair and restore any damage caused by the City to the easement area. This will include any crop damage.

Indemnification. The City will be required to indemnify SLR for any damages caused by the City. This provision goes away once SLR sells the property to an unrelated entity or person.

Insurance. The City is required to maintain insurance equivalent to the insurance the City has under the Trust.

SLR's Right to Connect. SLR will have the right to connect to the easement but will still be required to follow the City's land use regulations and pay all impact fees.

Consideration. The State is installing the sewer line, which will benefit SLR in its development of its property. The City will receive the sewer easement free of charge.

#### **FISCAL IMPACT**

None

**RESOLUTION #2019-XX**

**A RESOLUTION APPROVING A PERMENANT SEWER EASEMENT AGREEMENT BETWEEN SPRINGVILLE CITY AND SUBURBAN LAND RESERVE, INC.**

**WHEREAS**, the State of Utah Division of Facilities Construction and Management ("DFCM") is building a Utah School for the Deaf and Blind at the location of 1160 West 900 South in Springville, Utah; and

**WHEREAS**, as part of constructing the school, DFCM needs to install a sewer line from the location of the school to the 1500 West sewer main; and

**WHEREAS**, after DFCM installs the sewer line, the sewer line will become a City owned sewer main line for property to the west of the school, which sewer line the City will be responsible to operate and maintain; and

**WHEREAS**, Suburban Land Reserve Inc. ("SLR") owns the property to the west of the school, and because of the benefits of the sewer line to the future development of SLR's property, SLR is willing to grant the easement to the City; and

**WHEREAS**, the Springville City Council finds that the proposed Permanent Sewer Easement is necessary for the City to operate and maintain the sewer line in the future, is in harmony and consistent with the City's general plan, will benefit the City, is in the public interest, and complies with the law.

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

**SECTION 1. Agreement Approval.** The Permanent Sewer Easement 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 02<sup>nd</sup> day of April 2019.

\_\_\_\_\_  
Richard J. Child, Mayor

Attest:

\_\_\_\_\_  
Kim Crane, City Recorder

**RESOLUTION #2019-XX**  
Permanent Sewer Easement Agreement with SLR

**EXHIBIT A**

When Recorded, Mail To:  
City of Springville, Utah  
110 South Main Street  
Springville, Utah 84663

With A Copy To:  
Suburban Land Reserve, Inc.  
Attn: Aaron Weight  
79 S. Main St., Ste. 500  
Salt Lake City, Utah 84111

Tax Parcel ID: 26:041:0065

*(space above for Recorder's use only)*

## PERMANENT SEWER EASEMENT AGREEMENT

THIS PERMANENT SEWER EASEMENT AGREEMENT (this “**Agreement**”) is made this 02<sup>nd</sup> day of April 2019 (the “**Effective Date**”) by and between SUBURBAN LAND RESERVE, INC., a Utah corporation (“**Grantor**”) and SPRINGVILLE CITY, a Utah municipal corporation (“**Grantee**”). Grantor and Grantee are sometimes referred to herein individually as a “**Party**”, and collectively as the “**Parties**”.

### RECITALS

A. Grantor is the owner of certain real property located in Springville City, Utah County, Utah with a Parcel Identification No. 26:04100065 (“**Grantor’s Property**”).

B. Grantee desires a perpetual, non-exclusive sewer easement on, over, across, under and through certain portions of Grantor’s Property, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Easement Area**”), for the purposes set forth in this Agreement.

C. Grantor is willing to grant a sewer easement to Grantee, subject to the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties make the following grants, agreements, and covenants:

1. **Grant of Sewer Easement.** Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive easement (the “**Sewer Easement**”) on, over, across, under and through the Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, and maintaining an underground sewer line and related facilities (the “**Improvements**”).

2. **Consideration.** As valuable consideration for the Sewer Easement granted herein, Grantee has paid Grantor the sum of Ten Dollars (\$10.00). Receipt of the payment of such consideration by Grantor and the sufficiency of such consideration is hereby acknowledged by Grantor.

3. **Access.** Grantee and its respective agents, servants, employees, consultants, contractors and subcontractors shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's agents. In the event Grantee needs to access the Easement Area to perform any maintenance, repair, or restoration work on the Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Area and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

4. **Reservation by Grantor.** Notwithstanding anything to the contrary herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right (i) to relocate, or require the relocation of the Improvements and the Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and such relocation terminates the use of the Sewer Easement in its prior location, and (ii) to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement Area (or the surface of the Grantor's Property above same). Grantee hereby understands and agrees that the Sewer Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the Sewer Easement rights granted hereby.

5. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all 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 (c) 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. Grantee must obtain any and all consents, approvals,

permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

Grantee 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. If Grantee interferes with any irrigation system serving Grantor's Property, Grantee shall cause Grantor's Property to be properly irrigated until such time as the irrigation system is properly restored.

**6. Construction of the Improvements.** Grantee or Grantee's agents will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

**7. Maintenance; Restoration; and Damage.**

7.1 General Maintenance and Restoration. Pursuant to a separate Temporary Construction License Agreement between Grantor and the State of Utah Division of Facilities Construction and Management ("DFCM"), until the date that is one (1) year after the date of Substantial Completion of the Improvements (the "Turnover Date") the responsibilities and obligations of Grantee under this paragraph shall be responsibilities and obligations of DFCM and Grantee shall have no responsibilities or obligations under this paragraph until after the Turnover Date. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and Easement Area in good order and condition so long as the maintenance is required as a result of Grantee's activities. Grantee shall promptly repair any damage to Grantor's Property, Grantor's improvements located thereon (including, without limitation, any and all crops, landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.), and Easement Area caused by Grantee and/or Grantee's agents, and shall restore Grantor's Property, Grantor's improvements and the Easement Area to the same or better condition as they existed prior to any entry onto or work performed by Grantee and Grantee's agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials which it has caused to be placed upon Grantor's Property, except as allowed by this agreement; ((ii) grading the areas in which the soils were removed and relocated, (iii) ensuring that the grading in the Easement Area remains at a consistent level thereafter; (vi) paying for costs incurred and profits lost by Grantor as a result of damage incurred to crops on the Easement Area, unless those damages were caused by DFCM installing the Improvements and/or performing warranty work on the Improvements; and (viii) leaving the Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither environmental hazards nor liens caused by Grantee's activities. Grantee shall not be responsible for any crop damage caused by the initial installation of the Improvements or warranty work on the Improvements during the one-year warranty period within the Easement Area.

7.2 Future Work Conducted. Grantee will provide Grantor with at least thirty (30) days' prior written notice before entering onto the Easement Area to perform any work as set forth in this Agreement and use reasonable efforts to minimize any interference or disruption

to Grantor's use and occupancy of Grantor's Property.

**8. Termination.** The Sewer Easement will automatically terminate upon the earlier to occur of the following: (i) Grantee provides Grantor written notice of its intent to terminate this Agreement, or (ii) Grantee does not actually use the Easement Area for a consecutive period of twenty-four (24) months. Upon the termination of this Agreement, the parties agree to cooperate in the execution and recordation of an instrument providing notice of the termination.

**9. Indemnification.** The parties hereby acknowledge and agree that Grantee is a governmental entity under the Utah Governmental Immunity Act, Utah Code Ann., §63G-7-101, et seq. ("UGIA"). Nothing in this Agreement, including without limitation any indemnity obligations, shall be construed as a waiver of any rights, immunities, or defenses otherwise applicable under the UGIA, including the provisions of Utah Code Ann., §63G-7-604 regarding limitation of judgments. Notwithstanding, it is further acknowledged and agreed that the indemnity obligations imposed by this Agreement are limited to the current UGIA damage cap amounts as set forth in Utah Code Ann., §63G-7-604 and Utah Administrative Code, R37-4-1 to R37-4-3, which is Seven Hundred Seventeen Thousand One Hundred Dollars and 00/100 (\$717,100.00) per person per occurrence, Two Million Four Hundred Fifty-Five Thousand Nine Hundred Dollars and 00/100 (\$2,455,900.00) general aggregate and Two Hundred Eighty-Six Thousand Nine Hundred Dollars and 00/100 (\$286,900.00) per occurrence for property damage. Commencing on the Turnover Date, Grantee shall indemnify, defend, and hold harmless Grantor and any entity controlling, controlled by or under control with Grantor ("Affiliates"), and its and their Affiliates' officers, directors, employees, managers, members, agents servants, successors and assigns (collectively, the "**Indemnitees**") from and against any third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) any use of the Easement Area and/or adjacent areas by Grantee or Grantee's agents, (ii) any act or omission of Grantee or any of Grantee's agents, (iii) any work performed within or on the Easement Area by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination. Grantee shall have no obligation to indemnify Indemnitees pursuant to this section for claims or liabilities to the extent the same are caused solely by the gross negligence or willful misconduct of Grantor. Any and all indemnification requirements under this paragraph shall not survive any transfer by Grantor of Grantor's Property to a person and/or entity (excepting Affiliates). At such time that Grantor transfers title of Grantor's Property to any other person or entity (excepting Affiliates), Grantee shall no longer have any responsibility whatsoever to indemnify the new property owner under this Agreement.

**10. Insurance.** Grantee will maintain in force Grantee's existing insurance coverage provided by the Utah Local Governments Trust, or equivalent, during the term of this Agreement. Additionally, Grantee will assure that prior to entering into the Easement Area, Grantee will cause its contractors performing work on the Easement Area to obtain the following insurance coverage and policies and provide evidence thereof as described below:

10.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring the insured's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, Grantor's Property, and adjacent areas.

10.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, the insured shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

10.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto".

**11. Liens.** Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agrees to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's agents.

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

IF TO GRANTOR:                      Suburban Land Reserve, Inc.  
Attn: Aaron Weight  
79 S. Main St., Ste. 500  
Salt Lake City, Utah 84111  
Phone: (801) 321-8753

WITH A COPY TO:                      Kirton McConkie  
Attn: Jessica Rancie  
50 E. South Temple, Suite 400  
Salt Lake City, Utah 84111  
Phone: (801) 328-3600

IF TO GRANTEE:                      Springville City  
110 South Main Street

**13. Non-Waiver.** No delay or omission of any Party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any Party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by another Party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or in equity which are available to the Parties hereto.

**14. Miscellaneous.**

14.1. Binding Effect. Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Parties.

14.2. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

14.3. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

14.4. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

14.5. Relationship of the Parties. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Parties hereto.

14.6. Amendment. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties hereto or their successor and assigns (as determined by the provisions herein).

14.7. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

14.8. Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

14.9. Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. Subject to Section 15 of this Agreement, this Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) occurs.

**15. Project Specific Provisions.**

15.1. Grantor's Right to Connect to Improvements. Subject to the Springville City Code and all applicable land use ordinances, regulations, policies and other rules, including, without limitation, all impact and other fee requirements, Grantor shall have the non-exclusive right to connect to the Improvements at Grantor's cost.

15.2. Design and Construction of Improvements. The Parties acknowledge and agree that the Utah Division of Facilities Construction and Management ("DFCM") will design and construct the Improvements in connection with the construction of a school for the Utah School for the Deaf and Blind ("USDB") in the City of Springville, Utah at DFCM's cost.

15.3. DFCM's and USDB's Right to Connect to Improvements. Subject to the Springville City Code and all applicable land use ordinances, regulations, policies and other rules, including, without limitation, all impact fee and other fee requirements, DFCM and USDB shall have the non-exclusive right to connect to the Improvements at DFCM's and/or USDB's cost, for the benefit of the USDB property located adjacent to the Grantor's Property .

15.4. Ownership of Improvements. The Improvements shall be the property of DFCM until the Turnover Date and the property of Grantee thereafter.

15.5. Conflict. The provisions of this Section 15 and its subsections shall govern over any conflicting provisions contained in this Agreement.

*[Signatures and notarizations to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**GRANTOR:**

SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By: \_\_\_\_\_  
R. Steven Romney, President

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of April, 2019, personally appeared before me R. Steven Romney, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

WITNESS my hand and official seal.

Notary Public for the  
State of Utah

**GRANTEE:**

SPRINGVILLE CITY  
a Utah municipal corporation

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

Name (Print): \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH            )  
                                  :ss  
COUNTY OF UTAH        )

On this \_\_\_\_\_ day of April, 2019, personally appeared before me \_\_\_\_\_, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah



## **EXHIBIT A**

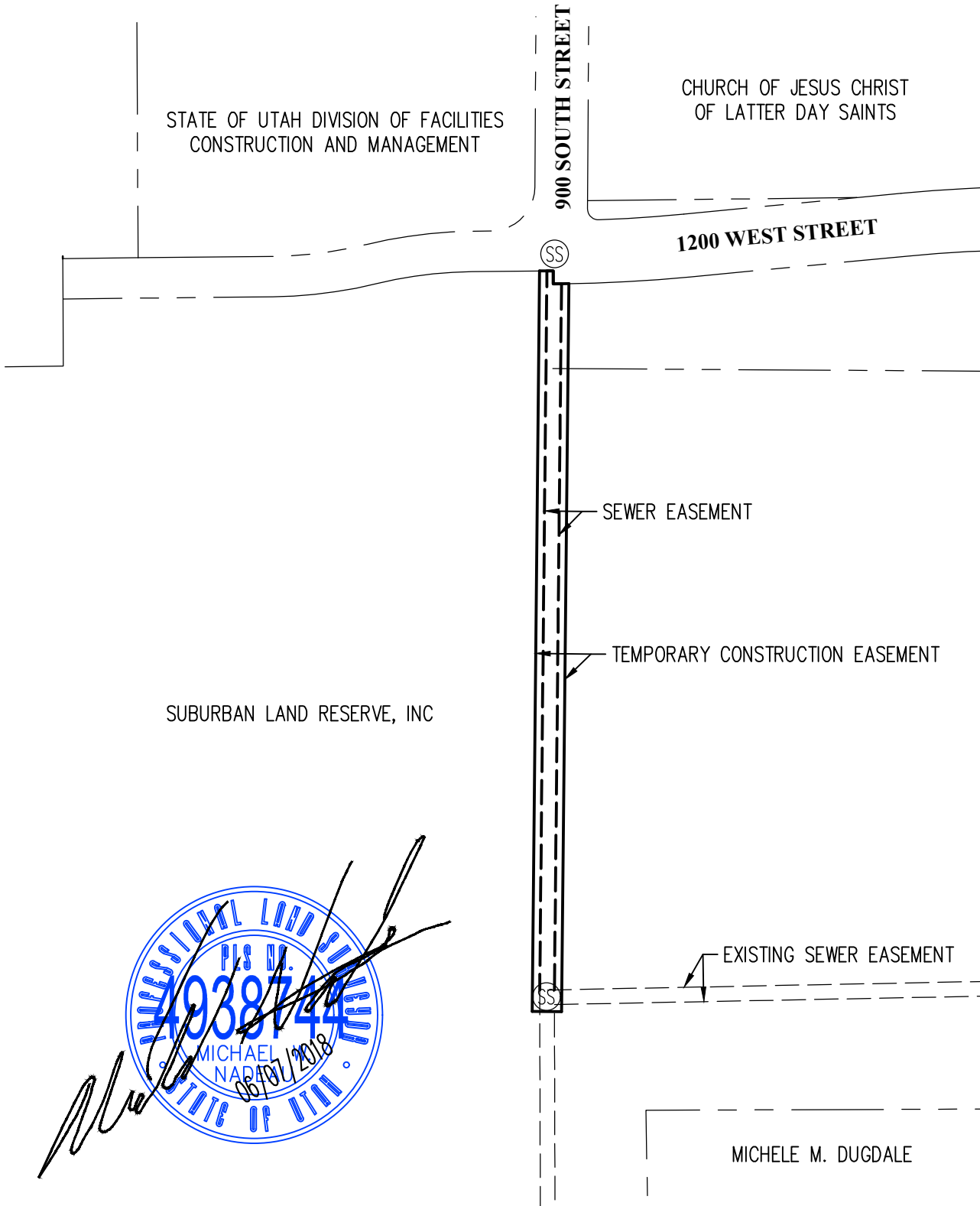
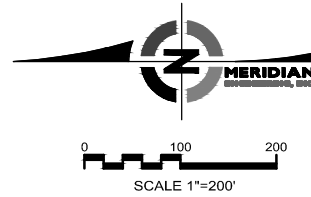
### **[Legal Description of the Easement Area]**

A TWENTY-FOOT-WIDE SEWER LINE EASEMENT SITUATE IN NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH. SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A SEWER LINE EASEMENT IN FAVOR OF SPRINGVILLE CITY RECORDED AS DOCUMENT NUMBER 93038:2005 IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID CORNER IS 782.04 FEET N.00°35'28"W. ALONG THE SECTION LINE AND 77.89 FEET EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 5 (NOTE: BASIS OF BEARING FOR THIS SURVEY IS N.00°35'29"W. BETWEEN THE FOUND BRASS CAP MONUMENTS REPRESENTING THE WEST QUARTER CORNER AND NORTHWEST CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN); AND RUNNING THENCE S.89°25'24"E. 979.55 FEET TO THE GRANTOR'S EASTERLY BOUNDARY LINE AND THE WESTERLY RIGHT OF WAY LINE OF 1200 WEST STREET DEDICATION PLAT RECORDED AS MAP NUMBER 15673 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: 1) S.00°35'37"E. 8.68 FEET, 2) N.89°38'00"W. 17.88 FEET AND 3) S.00°37'13"E. 11.26 FEET; THENCE N.89°25'24"W. 961.48 FEET TO THE EASTERLY EASEMENT LINE OF SAID SEWER LINE EASEMENT; THENCE N.01°07'15"W. 20.00 FEET ALONG SAID EASTERLY EASEMENT LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 19,384 SQUARE FEET OR 0.445 ACRE IN AREA, MORE OR LESS.


 PROPOSED SEWER EASEMENT  
 TEMPORARY CONSTRUCTION EASEMENT  
 EXISTING EASEMENT LINE  
 ADJOINER BOUNDARY  
 EXISTING SEWER MANHOLE



U:\Projects\2017\17119-MW-DFM-Springville USB Extra Survey\17119\dwg\17119\_Sewer Easement.dwg Jun 07, 2018 - 2:58pm

**COPYRIGHT**  
ALL REPORTS, DESIGNS,  
FIELD DATA, FIELD NOTES,  
PROGRAMS, SPECIFICATIONS,  
CALCULATIONS, ESTIMATES  
OR ANY REPRESENTATION  
CONTAINED HEREIN ARE  
THE SOLE PROPERTY  
OF HILL HANSEN  
PREVIOUSLY ESTABLISHED  
BY PRACTICE OR  
AGREEMENT



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

**EASEMENT EXHIBIT**  
**SEWER & TCE EASEMENT EXHIBIT**  
**SITUATE IN THE NORTHWEST 1/4 OF**  
**SECTION 5, T8S, R3E, SLB&M**

COMP. FILE  
EXHIBIT

PROJECT NO.  
17119

SHEET NO.  
1 OF 1